

TOWN OF MOUNTAIN VILLAGE
TOWN COUNCIL REGULAR MEETING
THURSDAY, MARCH 18, 2021, 8:30 AM
TO BE HELD REMOTELY VIA ZOOM WEBINAR

AGENDA **REVISED**

[https://zoom.us/webinar/register/WN_ga-QgpGuSI0tO5wrbfec9g](https://zoom.us/join/zoom/register/WN_ga-QgpGuSI0tO5wrbfec9g)

(see login details below)

Please note that times are approximate and subject to change. Packet Revised 3.16.21

	Time	Min	Presenter	Type	
1.	8:30				Call to Order
2.	8:30	30	Legal		Executive Session for the Purpose of Receiving Legal Advice Pursuant to Sec. 24-6-402(4)(b) Regarding Future Amendments to the Town of Mountain Village Municipal Code
3.	9:00	5			Public Comment on Non-Agenda Items
4.	9:05	30	Brophy Rutz	Informational	Comprehensive Plan Amendment Process Introduction and Update
5.	9:35	5	Johnston	Action	Consent Agenda: All matters in the Consent Agenda are considered to be routine by the Town Council and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately: a. Consideration of Approval of the February 18, 2021 Regular Town Council Meeting Minutes b. Consideration of Approval of the March 4, 2021 Special Town Council Meeting Minutes
6.	9:40	5	Vergari	Action	Finance: a. Consideration of Approval of the February 28, 2021 Business & Government Activity Report (BAGAR)
7.	9:45	10	Wisor	Action Public Hearing	Second Reading, Public Hearing and Council Vote on an Ordinance Providing for a New Chapter 1.15 to Title 1 of the Town of Mountain Village Municipal Code to Establish Campaign Finance Regulations
8.	9:55	20	Montgomery Holmes Loebe Dohnal R. Johnson Kjome Vergari	Informational	Discussion Regarding the COVID/Recession Policy and Financial Impacts
9.	10:15	15	Haynes	Action	Consideration of Appointments to the Design Review Board for Two Year Terms: a. Two Regular Seats b. One Vacant Regular Seat c. Two Alternate Seats
10.	10:30	5	Miller Applicant	Action <i>Quasi-Judicial</i>	Second Reading, Public Hearing and Council Vote on an Ordinance Regarding a Rezone and Density Transfer to Rezone Blue Mesa Lodge (Lot 42B), Unit 23A from One (1) Efficiency Lodge Zoning Designation Unit to One (1) Lodge Zoning Designation Unit Pursuant to CDC Sections 17.4.9 and 17.4.10
11.	10:35	5	Miller Applicant	Action <i>Quasi-Judicial</i>	Second Reading, Public Hearing and Council Vote on an Ordinance Regarding a Rezone and Density Transfer to Rezone Blue Mesa Lodge (Lot 42B), Unit 23B from One (1) Efficiency Lodge Zoning Designation Unit to One (1) Lodge Zoning Designation Unit Pursuant to CDC Sections 17.4.9 and 17.4.10 15
12.	10:40	5	Miller Applicant	Action <i>Quasi-Judicial</i>	Second Reading, Public Hearing and Council Vote on an Ordinance Regarding a Density Transfer and Rezone Located at Lot 60RA, 650 Mountain Village Blvd #C, to Rezone La Chamonix Unit C from One (1)

					Efficiency Lodge Zoning Designation to One (1) Lodge Zoning Designation Pursuant to CDC Sections 17.4.9 and 17.4.10
13.	10:45	5	Miller Applicant	Action <i>Quasi-Judicial</i>	Consideration of a Resolution Regarding a Variance Request for Building Height and Average Building Height Pursuant to CDC Section 17.4.16. C on Lot 165, Unit 6, 160 Cortina Drive
14.	10:50	30	Haynes Applicant	Action <i>Quasi-Judicial</i>	Consideration of a Resolution Regarding Ski Access to the Ski Area by the General Easement Through an Intervening Lot (Lot 232BR)
15.	11:20	10	Haynes Applicant	Action	Consideration of a Request to Extend the Second Amended and Restated Development Agreement Expiration for Lot 38-50-51R Planned Unit Development (The Madeline) from July 25, 2020 for One Additional Year to July 25, 2021 as Allowed for Pursuant to Section 16G of the Agreement
16.	11:30	5	Loebe	Action	Consideration of Approval of a Funding Agreement with San Miguel Regional Authority for Regional Transportation (SMART) to Provide Regional Transportation Services
17.	11:35	5	Wise	Action	Consideration of Approval for the Hiring of Two Summer Seasonal Plaza Services Cleaning/Sanitization Positions
18.	11:40	10	Katz Montgomery	Informational	Staff Reports: a. Mountain Munchkins b. Town Manager
19.	11:50	5		Informational	Other Business
20.	11:55				Adjourn

SJ
3/3/2021

You are invited to a Zoom webinar.
When: Mar 18, 2021 08:30 AM Mountain Time (US and Canada)
Topic: March 18, 2021 Regular Town Council Meeting

Register in advance for this webinar:

https://zoom.us/webinar/register/WN_ga-QgpGuSI0tO5wrbfec9g

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

Public Comment Policy:

- The Town Council will take your comments during all virtual Town Council meetings through the zoom conference app through the raise hand function where when called for the presiding officer will acknowledge those who have used the raise hand function and unmute such speaker.
- Please do not comment or use the raise hand function until the presiding officer opens the agenda item to public comment.
- All those wishing to give public comment must identify their full name and affiliation, if any, to the Town of Mountain Village.
- Please keep your comments as brief and succinct as possible and under two minutes. Please refrain from repeating what has already been said by others in the interest of time. You may simply state that you agree with a previous speaker's comments.
- No presentation of materials through Zoom screen sharing shall be allowed for non-agendized speakers unless submitted 48 hours prior to the meeting date.
- Commenters shall refrain from personal attacks and maintain a civil tone while giving public comment.
- Written materials must be submitted 48 hours prior to the meeting date in order to be included in the meeting packet and of record. Written comment submitted within 48 hours will be accepted but shall not be included in the packet or be deemed of record.

TOWN COUNCIL BRIEFING

To: Town of Mountain Village Town Council Members

We look forward to commencing our work with you on this important Comprehensive Plan Amendment effort for the Mountain Village community. In advance of the first opportunity to connect with you all, we would like to provide you with a bit of background information to stimulate some thinking in preparation for our session, and to make our time with you all as efficient and effective as possible.

As you know, the Town’s Comprehensive Plan, adopted in 2011, was written to be a 30-year roadmap envisioning the future use and needs of the community. Mountain Village Town Council's goal at the time was to encourage future development while controlling growth within reasonable parameters. However, since its adoption, Town Council and the community have noted that the plan is overly prescriptive and complicated in certain important respects. This amendment process will update the Comprehensive Plan to make it more flexible. Specifically, this effort aims to:

- Simplify and modernize the Comprehensive Plan to serve as a guiding document versus a regulatory document, which is more in line with traditional community comprehensive plans
- Align and clarify the roles of the Comprehensive Plan and the Town’s Community Development Code
- Reexamine Mountain Village’s economic model to reflect micro and macro trends
- Review and potentially update the Town’s growth strategy and model
- Remove overly prescriptive tables, formulas, and measures that have been a barrier to future land use

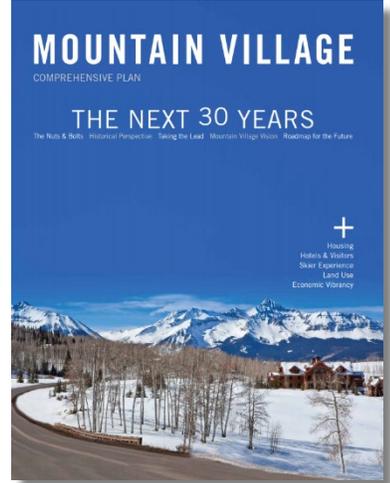


Table 3. Economic Model Estimates for Subarea Plan Buildout and Adjusted Subarea Plans

COMPREHENSIVE PLAN ECONOMIC GOALS	Mountain Village Current Conditions	Scenario 1: Subarea Plan Buildout	Additional Economic Benefits to Current Conditions Under Scenario 1	Scenario 2: Adjusted Subarea Plans**	Additional Economic Benefits to Current Conditions Under Scenario 2
Total dwelling units	3,124 units	4,967 units	1,843 units	4,176 units	1,052 units
Total bedstead units	8,916 units	13,644 units	4,728 units	12,715 units	3,799 units
Peak, long-term, total square feet	75,539 square feet	135,229 square feet	59,690 square feet	122,532 square feet	87,003 square feet
Economic Metrics					
Peak, long-term, total annual jobs	\$140 per square foot	\$247 per square foot	\$107 per square foot	\$201 per square foot	\$61 per square foot
Annual sales tax (includes all sales tax revenue in Mountain Village Center)	\$2.7 million	\$7.8 million	\$5.1 million	\$6.8 million	\$3.7 million
Annual sales tax (includes all sales tax revenue in Mountain Village Center - Park of the Mountain)	\$1.2 million	\$4.1 million	\$2.9 million	\$3.2 million	\$2 million
Annual sales tax (includes all sales tax revenue in Mountain Village Center - Park of the Mountain - property taxes to pay for services)	\$1.2 million	\$4.1 million	\$2.9 million	\$3.2 million	\$2 million
Annual sales tax (includes all sales tax revenue in Mountain Village Center - Park of the Mountain - property taxes to pay for services - tax proceeds to be used for other purposes and incentives - tax proceeds to be used for other purposes and incentives)	\$1.2 million	\$4.1 million	\$2.9 million	\$3.2 million	\$2 million
Average annual water use - residential	487,000 water days	692,000 water days	205,000 water days	622,000 water days	135,000 water days

*This table contains all other data that are currently not included in the Mountain Village Comprehensive Plan. **This table contains all other data that are currently not included in the Mountain Village Comprehensive Plan. ***This table contains all other data that are currently not included in the Mountain Village Comprehensive Plan. ****This table contains all other data that are currently not included in the Mountain Village Comprehensive Plan. *****This table contains all other data that are currently not included in the Mountain Village Comprehensive Plan.

**TOWN OF MOUNTAIN VILLAGE
MINUTES OF THE FEBRUARY 18, 2021
REGULAR TOWN COUNCIL MEETING
DRAFT**

Agenda Item 5a

The meeting of the Town Council was called to order by Mayor Laila Benitez at 8:30 a.m. on Thursday, February 18, 2021. Due to the Town's Disaster Declaration of March 19, 2020 related to the COVID-19 virus, the meeting was held with virtual access provided through Zoom.

Attendance:

The following Town Council members were present and acting:

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

The following Town Council members were absent:

Also in attendance were:

Kim Montgomery, Town Manager	Anton Benitez
Susan Johnston, Town Clerk	Chris Shaffin
Christina Lambert, Senior Deputy Town Clerk	Karen Winkelmann
Paul Wisor, Town Attorney	Michael Martelon
Julie Vergari, Chief Accountant	Kenny Maenpa
Chris Broady, Chief of Police	Katie Singer
Lindsay Niehaus, Human Resources Coordinator	Madeline Gomez
Zoe Dohnal, Business Development and Sustainability Senior Manager	
Kathrine Warren, Public Information Specialist	
Michelle Haynes, Director of Planning & Development Services	
John Miller, Senior Planner	
Amy Ward, Planner	
Jim Loebe, Director of Transit & Recreation	
Jim Soukup, Chief Technology Officer	
Steven Lehane, Director of Broadband	
Kate Burns, Controller	
Finn Kjome, Director of Public Works	
JD Wise, Assistant Director of Public Works	

Public Comment on Non-Agenda Items (2)

No public comment was received.

Consent Agenda:

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

- a. **Consideration of Approval of the January 14, 2021 Special Meeting Minutes**

b. Consideration of Approval of the January 21, 2021 Regular Town Council Meeting Minutes
Town Clerk Susan Johnston presented. On a **MOTION** by Jack Gilbride and seconded by Marti Prohaska, Council voted unanimously to approve the Consent Agenda as presented.

Finance: (4)

Chief Accountant Julie Vergari presented.

a. Presentation of the January 31, 2021 Business & Government Activity Report (BAGAR)
Council discussion ensued.

b. Consideration of the December 31, 2020 Financials
On a **MOTION** by Patrick Berry and seconded by Pete Duprey, Council voted unanimously to approve the December 31, 2020 Financials as presented. Council thanked the Accounting Department for their hard work and dedication throughout this difficult time.

Discussion Regarding Current COVID/Recession Policy (5)

Town Manager Kim Montgomery and Human Resources Director Jaime Holmes presented. Council discussion ensued regarding a possible compensation adjustment for employees. Council directed staff to present an updated report at the March 18, 2021 Regular Town Council meeting for consideration.

Second Reading, Public Hearing and Council Vote on an Ordinance Designating Posting Locations for the Town's Ordinances and Public Notices (6)

Town Attorney Paul Wisor presented. The Mayor opened the public hearing. No public comment was received. The Mayor closed the public hearing. On a **MOTION** by Marti Prohaska and seconded by Jack Gilbride, Council voted 7-0 to adopt an Ordinance designating posting locations for the Town's Ordinances and public notices as presented.

Consideration of a Nomination of One Council Member to Serve on the Telluride Mountain Village Owners Association (TMVOA) Governance Auxiliary Committee (7)

The Mayor recused herself. Dan Caton and Paul Wisor presented. Laila Benitez, Marti Prohaska and Patrick Berry are ineligible to be selected. Council discussion ensued. On a **MOTION** by Natalie Binder and seconded by Jack Gilbride, Council voted unanimously to appoint Pete Duprey as the Council member to serve on the Telluride Mountain Village Owners Association Governance Auxiliary Committee.

First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Providing for a New Chapter 1.15 to Title 1 of the Town of Mountain Village Municipal Code to Establish Campaign Finance Regulations (8)

Paul Wisor asked that the item be continued to the March 4, 2021 Special Town Council meeting. On a **MOTION** by Jack Gilbride and seconded by Marti Prohaska, Council voted unanimously to continue the item to the March 4, 2021 Special Town Council meeting.

First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Amending Chapter 3.16 of the Town of Mountain Village Municipal Code to Clarify the Collection of Use Taxes (9)

Paul Wisor presented. Council discussion ensued. On a **MOTION** by Marti Prohaska and seconded by Pete Duprey, Council voted 7-0 to approve on first reading an Ordinance amending Chapter 3.16 of the Town of Mountain Village Municipal Code to clarify the Collection of Use Taxes and to set the second reading, public hearing and final vote for March 4, 2021 Regular Town Council meeting.

Consideration of Funding of TRWWTP Covid-19 Testing Program Post Ski Season Through Year End to be Funded Jointly by Town of Telluride and Town of Mountain Village (10)

Kim Montgomery presented. Council discussion ensued regarding the lack of communication that Mountain Village has received from the County regarding how the predictive data is being utilized. Council did not approve the funding and will discuss the funding at the March 4, 2021 Special Town Council. On a **MOTION** by Jack Gilbride and seconded by Patrick Berry, Council voted unanimously table this item.

Consideration of Support for a Permanent Tribute to the Allred's and Jim Wells on Oak Street Plaza (11)

Kim Montgomery and Telluride Foundation Development Manager Katie Singer presented. Council was supportive of the tribute and discussion ensued regarding revising the plaque. Ms. Singer agreed to present the revised content at a future meeting. On a **MOTION** by Jack Gilbride and seconded by Natalie Binder, Council voted unanimously in support of a permanent tribute to the Allred's and Jim Wells on Oak Street Plaza and to move forward with the design and placement and to consider a revision to the plaque content to be presented at a future Town Council meeting.

Consideration of a Resolution Approving a Variance Request for Building Height Pursuant to CDC Section 17.4.16 on Lot 165, Unit 6 160 Cortina Drive (12)

Senior Planner John Miller presented stating that the applicant has requested the item be continued. Council discussion ensued. On a **MOTION** by Patrick Berry and seconded by Jack Gilbride, Council voted unanimously continue this item to the March 18, 2021 Regular Town Council meeting.

First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding a Rezone and Density Transfer to Rezone Blue Mesa Lodge (Lot 42B), Unit 23A from One (1) Efficiency Lodge Zoning Designation Unit to One (1) Lodge Zoning Designation Unit Pursuant to CDC Sections 17.4.9 and 17.4.10 Quasi-Judicial (13)

John Miller presented. Council discussion ensued. There was no public comment. On a **MOTION** by Pete Duprey and seconded by Jack Gilbride, Council voted 7-0 to approve on first reading an Ordinance regarding the rezone and density transfer application for Lot 42B, Blue Mesa Lodge Unit 23-A to rezone the subject unit from an efficiency lodge zoning designation to a Lodge zoning designation with the following findings and conditions as noted in the staff report of record dated February 8, 2021, and to set the second reading, public hearing and final Council vote for March 18, 2021 Regular Town Council meeting.

Findings:

1. At the time the requisite required density of .25 person equivalents is acquired, the applicant will meet the density required to execute a rezone from efficiency lodge to lodge zoning designation.
2. At the time the modifications to the unit, including the installation of the partition wall as shown, are complete, the applicant will meet the required definition of a Lodge Unit per the CDC. A 2/3 partition wall meets the definition of creating two rooms consistent with the definition of a lodge zoning designation unit.
3. Blue Mesa Lodge is not identified in the Comprehensive Plan for redevelopment.

Conditions:

1. The applicant should work with the Blue Mesa HOA to update the declarations to recognize Unit 23-A as one Lodge unit.
2. The Lot list shall be updated to reflect the rezone from one efficiency lodge unit to one lodge unit.
3. The applicant shall demonstrate the required requisite density has been acquired prior to recording the associated ordinance rezoning Unit 23-A from efficiency lodge to lodge unit.
4. The applicant shall obtain a building permit and complete the proposed modifications prior to recording the associated ordinance rezoning Unit 23-A from efficiency lodge to lodge unit.

First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding a Rezone and Density Transfer to Rezone Blue Mesa Lodge (Lot 42B), Unit 23B from One (1) Efficiency Lodge Zoning Designation Unit to One (1) Lodge Zoning Designation Unit Pursuant to CDC Sections 17.4.9 and 17.4.10 Quasi-Judicial (14)

John Miller presented. Council discussion ensued. There was no public comment. On a **MOTION** by Pete Duprey and seconded by Marti Prohaska, Council voted 7-0 to approve on first reading an Ordinance regarding the rezone and density transfer application for Lot 42B, Blue Mesa Lodge Unit 23-B to rezone the subject unit from an efficiency lodge zoning designation to a Lodge zoning designation with the following findings and conditions as noted in the staff report of record dated February 8, 2021, and to set the second reading, public hearing and final Council vote for March 18, 2021 Regular Town Council meeting.

Findings:

1. At the time the requisite required density of .25 person equivalents is acquired, the applicant will meet the density required to execute a rezone from efficiency lodge to lodge zoning designation.
2. At the time the modifications to the unit, including the installation of the partition wall as shown, are complete, the applicant will meet the required definition of a Lodge Unit per the CDC. A 2/3 partition wall meets the definition of creating two rooms consistent with the definition of a lodge zoning designation unit.
3. Blue Mesa Lodge is not identified in the Comprehensive Plan for redevelopment.

Conditions:

1. The applicant should work with the Blue Mesa HOA to update the declarations to recognize Unit 23-A as one Lodge unit.
2. The Lot list shall be updated to reflect the rezone from one efficiency lodge unit to one lodge unit.
3. The applicant shall demonstrate the required requisite density has been acquired prior to recording the associated ordinance rezoning Unit 23-A from efficiency lodge to lodge unit.
4. The applicant shall obtain a building permit and complete the proposed modifications prior to recording the associated ordinance rezoning Unit 23-A from efficiency lodge to lodge unit.

First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding a Density Transfer and Rezone Located at Lot 60RA, 650 Mountain Village Blvd #C, to Rezone La Chamonix Unit C from One (1) Efficiency Lodge Zoning Designation to One (1) Lodge Zoning Designation Pursuant to CDC Sections 17.4.9 and 17.4.10 Quasi-Judicial (15)

John Miller presented. Council discussion ensued. There was no public comment. On a **MOTION** by Marti Prohaska and seconded by Patrick Berry, Council voted 7–0 to approve on first reading an Ordinance regarding the rezone and density transfer application for Lot 60R-AB, Le Chamonix Unit C, to rezone the subject unit from an efficiency lodge zoning designation to a Lodge zoning designation with the following findings and conditions as noted in the staff report of record dated February 9, 2021, and to set the second reading, public hearing and final Council vote for March 18, 2021 Regular Town Council meeting.

Findings:

1. At the time the requisite required density of .25 person equivalents is acquired, the applicant will meet the density required to execute a rezone from efficiency lodge to lodge zoning designation.
2. Le Chamonix is not identified in the Comprehensive Plan for redevelopment.

Conditions:

1. The applicant should work with the Le Chamonix HOA to update the declarations to recognize Unit C as one Lodge unit.
2. The Lot list shall be updated to reflect the rezone from one efficiency lodge unit to one lodge unit.
3. The applicant shall demonstrate the required requisite density has been acquired prior to recording the associated ordinance rezoning Lot 60R-AB Unit C from efficiency lodge to lodge unit.

Council moved to agenda item 19.

Telluride Hospital District Board Update (16)

Mayor Benitez recused herself. Dan Caton presided. Telluride Regional Medical Center CEO Karen Winkelmann and Board member Chris Chaffin presented. Council discussion ensued.

Telluride Regional Airport Authority (TRAA) Bi-Annual Report (17)

Airport Manager Kenny Maenpa presented. Council discussion ensued.

Marketing Telluride Inc (MTI) Quarterly Report (18)

Telluride Tourism Board President and CEO Michael Martelon presented. Council discussion ensued.

Update on Village Court Apartments (VCA) Hardship Requests for Rent Relief (19)

VCA Manager Luke Adamson presented stating that VCA had received a total of 127 declaration forms for rent waivers. Council discussion ensued.

Council moved to agenda item 16.

Staff Reports: (20)

a. Human Resources

Director Jaime Holmes presented.

b. Technology & Broadband Services

Information Technology Officer Jim Soukup presented.

c. Town Manager

Kim Montgomery presented.

Town Council Informational Council Boards and Commissions Updates (21)

1. **Telluride Tourism Board – Berry**
2. **Colorado Flights Alliance – Gilbride**
3. **Transportation & Parking – Benitez/Duprey**
4. **Budget & Finance Committee – Gilbride/Duprey**
5. **Gondola Committee – Caton/Berry**
6. **Colorado Communities for Climate Action – Berry**
7. **San Miguel Authority for Regional Transportation (SMART) – Caton/Prohaska**
8. **Telluride Historical Museum – Prohaska**
9. **Telluride Conference Center – Gilbride/Binder**
10. **Alliance for Inclusion – Binder**
11. **Green Team Committee – Berry/Prohaska** Council directed staff to draft a job description for a sustainability staff person and present to Council at the March 4, 2021 Special Town Council meeting.
12. **Business Development Advisory Committee – Caton/Benitez**
13. **Mayor’s Update – Benitez** The Mayor urged Council members to attend the Board of County Commissioners (BOCC) meetings regularly to make sure the Mountain Village voice is heard. Meetings are at 12:45 on Wednesdays.

Other Business (22)

There was no other business.

There being no further business, on a **MOTION** by Jack Gilbride and seconded by Marti Prohaska, Council voted unanimously to adjourn the meeting at 11:37 p.m.

Respectfully prepared and submitted by,

Susan Johnston
Town Clerk

**TOWN OF MOUNTAIN VILLAGE
MINUTES OF THE MARCH 4, 2021
SPECIAL TOWN COUNCIL MEETING
DRAFT**

Agenda Item 5b

The meeting of the Town Council was called to order by Mayor Laila Benitez at 3:00 p.m. on Thursday, March 4, 2021. Due to the Town's Disaster Declaration of March 19, 2020 related to the COVID-19 virus, the meeting was held with virtual access provided through Zoom.

Attendance:

The following Town Council members were present and acting:

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

The following Town Council members were absent:

Natalie Binder

Also in attendance were:

Kim Montgomery, Town Manager	Mike Bordogna
Susan Johnston, Town Clerk	Anton Benitez
Christina Lambert, Senior Deputy Town Clerk	Cherie Bortnick
Paul Wisor, Town Attorney	DeLanie Young
Chris Broady, Chief of Police	Grace Franklin
Jaime Holmes, Director of Human Resources	Julia Caulfield
Lindsay Niehaus, Human Resources Coordinator	Jonathan Greenspan
Zoe Dohnal, Business Development and Sustainability Senior Manager	Tom Richards
Kathrine Warren, Public Information Specialist	Justin Criado
Michelle Haynes, Director of Planning & Development Services	Patrick Latcham
Amy Ward, Planner	
Jim Loebe, Director of Transit & Recreation	
Jim Soukup, Chief Technology Officer	
Kate Burns, Controller	
Finn Kjome, Director of Public Works	
JD Wise, Assistant Director of Public Works	

Public Comment on Non-Agenda Items (2)

Public comment was received from Jonathan Greenspan.

On a **MOTION** by Dan Caton and seconded by Jack Gilbride, Council voted unanimously to add an executive session for the purpose of discussing the recruitment of a Chief Finance Officer/Finance Director pursuant to § 24-6-402(4)(f) and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators with respect to the negotiations with Telluride Ski and Golf Pursuant to § 24-6-402(4)(e).

Consent Agenda: (3)

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

- a. **Consideration of Approval of the January 29, 2021 Special Executive Session Meeting Minutes**
- b. **Consideration of Approval of the February 8, 2021 Special Executive Session Meeting Minutes**

Town Clerk Susan Johnston presented. On a **MOTION** by Jack Gilbride and seconded by Pete Duprey, Council voted unanimously to approve the Consent Agenda as presented.

First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Providing for a New Chapter 1.15 to Title 1 of the Town of Mountain Village Municipal Code to Establish Campaign Finance Regulations (4)

Town Attorney Paul Wisor presented. On a **MOTION** by Dan Caton and seconded by Jack Gilbride, Council voted 6-0 (with Natalie Binder absent) to approve on first reading an Ordinance providing for a new Chapter 1.15 to Title 1 of the Town of Mountain Village Municipal Code to establish campaign finance regulations and to refer the second reading, public hearing and final Council vote to the March 18, 2021 Regular Town Council Meeting.

Second Reading, Public Hearing and Council Vote on an Ordinance Amending Chapter 3.16 of the Town of Mountain Village Municipal Code to Clarify the Collection of Use Taxes (5)

Paul Wisor presented. The Mayor opened a public hearing. There was no public comment. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Marti Prohaska and seconded by Patrick Berry, Council voted 6-0 (with Natalie Binder absent) to adopt an Ordinance amending Chapter 3.16 of the Town of Mountain Village Municipal Code to clarify the collection of use taxes.

Discussion Regarding the Job Responsibilities of the Sustainability Coordinator Position (6)

Business Development and Sustainability Senior Manager Zoe Dohnal & Patrick Berry presented the draft of job responsibilities for the Sustainability Coordinator position. Council discussion ensued. Council directed staff to present a more detailed draft to include grant writing at the April 22, 2021 Regular Town Council meeting.

Discussion Regarding the Spartan Ultra Championship October 8-11, 2021 (7)

Mayor Benitez recused herself. Dan Caton presided. Telluride Mountain Village Owners Association President & Executive Director Anton Benitez, Spartan Director of Business Development Cherie Bortnick and Telski Business Development Manager Patrick Latcham presented. Council discussion ensued.

Consideration of Funding of TRWWTP Covid-19 Testing Program Post Ski Season Through Year End to be Funded Jointly by Town of Telluride and Town of Mountain Village (8)

San Miguel County Public Health Director Grace Franklin and San Miguel County Manager & Media Contact Mike Bordogna presented. Council discussion ensued. On a **MOTION** by Dan Caton and seconded by Jack Gilbride, Council voted unanimously to fund the Telluride Regional Wastewater Treatment Plant (TRWWTP) (jointly with the Town of Telluride) Covid-19 Testing Program in the amount of \$9,027 through July 2021.

Other Business (9)

There was no other business.

On a **MOTION** by Jack Gilbride and seconded by Pete Duprey, Council voted unanimously to move into executive session for the purpose of discussing the recruitment of a Chief Finance Officer/Finance Director pursuant to § 24-6-402(4)(f) and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and instructing negotiators with respect to the negotiations with Telluride Ski and Golf Pursuant to § 24-6-402(4)(e) at 4:16 p.m.

Marti Prohaska and Patrick Berry recused themselves from the second executive session item to be discussed regarding Telluride Ski and Golf. Human Resources Director Jaime Holmes left the meeting after the CFO discussion.

There being no further business, on a **MOTION** by Jack Gilbride and seconded by Pete Duprey, Council voted unanimously to adjourn the meeting at 5:10 p.m.

Respectfully prepared and submitted by,

Susan Johnston
Town Clerk

DRAFT

 Business and Government Activity Report For the month ending: February 28th									
Activity	2021			2020			YTD or MTD Variance		
	MONTH	Monthly Change	YTD	MONTH	Monthly Change	YTD	Variance	Variance %	
Cable/Internet <i>Reporting criteria is changing, prior period data not comparable. Disconnects: Moved</i>									
TV Residential Subscribers	640	(1)		NA	NA		NA	NA	
TV Bulk Subscribers	451	0		NA	NA		NA	NA	
TV Inactive Digital Subscribers	96	(10)		NA	NA		NA	NA	
Cable Modem Residential Cable Modem Subscribers	870	(9)		NA	NA		NA	NA	
Cable Modem Business Net Service Subscribers	38	0		NA	NA		NA	NA	
Cable Modem Hospitality Subscribers	272	0		NA	NA		NA	NA	
Dark Fiber Transport	8	0		NA	NA		NA	NA	
Fiber Hospitality Subscribers	9	1		NA	NA		NA	NA	
Fiber Residential Subscribers	270	15		NA	NA		NA	NA	
Phone Subscribers	70	(1)		92	0		(22)	-23.91%	
Village Court Apartments									
Occupancy Rate	%	99.55%	-0.45%	99.77%	100.00%	0.91%	99.55%	0.22%	0.2%
# Vacated Units		3	1	5	0	(2)	2	3	150.0%
# Work Orders Completed		13	(7)	33	32	12	52	(19)	-36.5%
# on Waiting List		248	(3)		191	(11)		57	29.8%
Public Works <i>The increase in service calls is due to an increase in number of UNCC line locates we have due to the fiber project</i>									
Service Calls		633	(142)	1,408	537	(37)	1,111	297	26.7%
Truck Rolls		91	(57)	239	n/a	NA	n/a	NA	NA
Snow Fall	Inches	59	11	107	27	(30)	84	23	27.4%
Snow Removal - Streets & Prkg Lots	Hours	767	241	1,293	849	(118)	1,816	(523)	-28.8%
Roadway Maintenance	Hours	36	(44)	115	108	97	119	(4)	-3.4%
Water Billed Consumption	Gal.	10,188,000	(18,334,000)	38,710,000	9,514,000	(16,451,000)	35,479,000	3,231,000	9.1%
Sewage Treatment	Gal.	7,526,000	(515,000)	15,567,000	10,238,000	81,000	20,395,000	(4,828,000)	-23.7%
Child Development Fund									
# Infants Actual Occupancy		5.25	(0.17)		6.15	0.00		(0.90)	-14.6%
# Toddlers Actual Occupancy		12.00	0.81		16.05	0.00		(4.05)	-25.2%
# Preschoolers Actual Occupancy		15.00	(0.06)		15.65	(0.12)		(0.65)	-4.2%
Transportation and Parking <i>Inbound traffic counter is not available at this time.</i>									
GPG (noon snapshot)		9,728	397	19,059	10,100	(625)	20,825	(1,766)	-8.5%
GPG Parking Utilization (% of total # of spaces occupied)		75.5%	10.10%	140.9%	75.70%	0.50%	150.9%	-10.0%	-6.6%
HPG (noon snapshot)		2,493	96	4,890	2,109	41	4,177	713	17.1%
HPG Parking Utilization (% of total # of spaces occupied)		84.0%	11.10%	156.9%	68.60%	5.70%	131.5%	25.4%	19.3%
Total Parking (noon snapshot)		16,684	227	33,141	16,102	(739)	32,943	198	0.6%
Parking Utilization (% of total # of spaces occupied)		73.7%	8.10%	139.3%	68.60%	1.40%	135.8%	3.5%	2.6%
Paid Parking Revenues		\$48,852	\$6,216	\$98,288	\$44,212	(\$11,672)	\$100,096	(\$1,808)	-1.8%
Bus Routes	# of Passengers	54	29	79	316	316	316	(237)	-75.0%
Employee Shuttle	# of Passengers	0	0	0	1,462	16	2,908	(2,908)	-100.0%
Employee Shuttle Utilization Rate	%	0.00%	0.00%	0.0%	47.80%	1.80%	93.8%	-93.80%	-100.0%
Inbound (Vehicle) Traffic (Entrance)	# of Cars	0	0	0	71,727	(646)	144,100	(144,100)	-100.0%
Part Time EEs: Council (7), Judge (1), Child Care (6) Seasonal EEs: Gondola Ops, Groundskeeper, Recreation New Hires: 1 seasonal gondola operator, 1 Building Maintenance Tech Termns: 3 seasonal gondola ops, 1 streets & equipment op, 1 seasonal parking attendant, 1 crew leader streets, 1 CADGIS Reason for Termns: 2 end of season, 2 left seasonal jobs, 1 retirement, 2 new jobs in different industries									
Human Resources									
FT Year Round Head Count		75	(1)		83	(1)		(8)	-9.6%
Seasonal Head Count (FT & PT)		2	(3)		0	(1)		2	NA
PT Year Round Head Count		14	0		14	1		0	0.0%
Gondola FT YR, Seasonal, PT YR Head Count		61	(7)		58	(1)		3	5.2%
Total Employees		160	(3)		155	(2)		5	3.2%
Gondola Overtime Paid	Hours	113	(169)	394	353	(243)	949	(555)	-58.5%
Other Employee Overtime Paid		78	(24)	180	72	(10)	154	26	16.6%
# New Hires Total New Hires		2	(3)	7	7	4	10	(3)	-30.0%
# Terminations		7	5	9	6	(1)	13	(4)	-30.8%
# Workmen Comp Claims		0	(3)	3	0	(1)	1	2	200.0%
Workmen Comp Claims Costs		\$0	(\$291)	\$291	\$0	(\$628)	\$628	(\$337)	-53.7%
Number of Reported Injuries		0	(3)	3	0	(1)	1	2	200.0%
Marketing & Business Development <i>Town hosted meetings include Zoom meetings due to COVID-19</i>									
Town Hosted Meetings		6	1	11	4	0	8	3	37.5%
Email Correspondence Sent		12	(1)	25	16	0	32	(7)	-21.9%
E-mail List	#	7,986	72		7,317	(86)		669	9.1%
Ready-Op Subscribers		1,983	5		1,940	234		43	2.2%
News Articles		31	7	55	19	(2)	40	15	37.5%
Press Releases Sent		3	2	4	3	0	6	(2)	-33.3%
Gondola and RETA <i>Current RETA revenues are unaudited, the gondola/chondola was shut down about Mid-March through Mid-June</i>									
Gondola	# of Passengers	246,342	16,603	476,081	369,581	(3,642)	742,804	(266,723)	-35.9%
Chondola	# of Passengers	23,862	2,525	45,199	29,535	(2,560)	61,630	(16,431)	-26.7%
RETA fees collected by TMVOA		\$ 1,482,660	\$ 405,756	\$ 2,594,214	\$ 467,010	\$ 86,295	\$ 847,725	\$1,746,489	206.0%



Business and Government Activity Report
For the month ending: February 28th

Activity	2021			2020			YTD or MTD Variance	
	MONTH	Monthly Change	YTD	MONTH	Monthly Change	YTD	Variance	Variance %

Recreation								
	Winter = Nov 1 - Apr 30							
Ice Rink Skaters	712	(493)	1917	1128	(199)	2455	(538)	-21.9%
Snow Cat Hours	82	71	93	84	(42)	210	(117)	-55.6%
Platform Tennis Registrations	36	(19)	91	18	(28)	64	27	42.2%

Police									
Calls for Service	#	467	(101)	1,035	482	53	911	124	13.6%
Investigations	#	21	1	41	22	6	38	3	7.9%
Alarms	#	20	(9)	49	17	(8)	42	7	16.7%
Arrests	#	3	(1)	7	6	4	8	(1)	-12.5%
Summons	#	1	(1)	3	4	1	7	(4)	-57.1%
Traffic Contacts	#	10	1	19	25	0	50	(31)	-62.0%
Traffic Tickets Written	#	0	0	0	7	6	8	(8)	-100.0%
Parking Tickets Written	#	371	(122)	864	266	(215)	747	117	15.7%
Administrative Dismissals	#	4	(1)	9	0	(13)	13	(4)	-30.8%

Building/Planning									
Community Development Revenues		\$99,041	(\$48,601)	\$246,682	\$22,891	\$10,850	\$34,932	\$211,750	606.2%
# Permits Issued		25	-4	54	22	(15)	59	(5)	-8.5%
Valuation of Mtn Village Remodel/New/Additions Permits		\$2,940,271	(\$1,091,729)	\$6,972,271	\$180,000	(\$5,000)	\$365,000	\$6,607,271	1810.2%
Valuation Mtn Village Electric/Plumbing/Other Permits		\$86,909	\$11,068	\$162,750	\$148,269	\$44,269	\$252,269	(\$89,519)	-35.5%
Valuation Telluride Electric/Plumbing Permits		\$278,518	\$37,217	\$519,819	\$85,100	(\$86,657)	\$256,857	\$262,962	102.4%
# Inspections Completed		214	(242)	670	230	(58)	518	152	29.3%
# Design Review/Zoning Agenda Items		12	(1)	25	14	5	23	2	8.7%
# Staff Review Approvals		18	12	24	13	8	18	6	33.3%

Plaza Services									
Snow Removal Plaza	Hours	353	173	532	356	(150)	862.3	(331)	-38.3%
Plaza Maintenance	Hours	581	(58)	1219	483	40	926	293	31.6%
Lawn Care	Hours	0	0	0	0	0	0	0	NA
Plant Care	Hours	17	(8)	41	47	11	84	(43)	-51.3%
Irrigation	Hours	0	0	0	9	9	9	(9)	-100.0%
TMV Trash Collection	Hours	109	(3)	220	104	8	199	21	10.5%
Christmas Decorations	Hours	86	(69)	240	151	(40)	342	(102)	-29.9%

Vehicle Maintenance									
# Preventive Maintenance Performed		22	7	37	19	5	33	4	12.1%
# Repairs Completed		31	0	62	21	3	39	23	59.0%
Special Projects		1	(1)	3	0	0	0	3	NA
# Roadside Assists		0	(1)	1	0	0	0	1	NA

Finance									
# Other Business Licenses Issued		53	(797)	903	71	(730)	872	31	3.6%
# Privately Licensed Rentals		5	(65)	75	4	(57)	65	10	15.4%
# Property Management Licensed Rentals		26	(374)	426	8	(393)	409	17	4.2%
# Unique VRBO Property Advertisements Listings for MV		480	0	439	439	2	41	41	9.3%
# Paperless Billing Accts (total paperless customers)		1,261	23	1,117	1,117	14	144	144	12.9%
# of TMV AR Bills Processed		2,236	67	4,405	2,189	4	4,374	31	0.7%

Accounts Receivable					General Fund Investment Activity			
	TMV Operating Receivables (includes Gondola funding)		Utilities - Broadband and Water/Sewer		VCA - Village Court Apartments			
Current	\$355,575	72.5%	\$409,793	79.4%	\$4,233	46.5%	Change in Value (Month)	(\$38,234)
30+ Days	111,632	22.8%	58,731	11.4%	(642)	-7.1%	Ending Balance	\$10,452,551
60+ Days	3,351	0.7%	17,244	3.3%	17	0.2%	Investment Income (Month)	\$1,625
90+ Days	1,186	0.2%	16,070	3.1%	5,497	60.4%	Portfolio Yield	na
over 120 days	18,472	3.8%	14,231	2.8%	-	0.0%	Yield Change (Month)	na
Total	\$ 490,216	100.0%	\$ 516,069	100.0%	\$ 9,105	100.0%		
	Other Billings - CDF, Construction Parking		Total All AR		Change Since Last Month - Increase (Decrease) in AR		Other Statistics	
Current	\$31,839	75.3%	\$ 801,440	75.8%	(\$126,425)	-484.5%	Population (estimated)	1,434
30+ Days	5,261	12.4%	174,982	16.5%	133,959	513.4%	(Active) Registered Voters	873
60+ Days	1,940	4.6%	22,552	2.1%	10,797	41.4%	Property Valuation	310,031,920
90+ Days	667	1.6%	23,420	2.2%	(11,502)	-44.1%		
over 120 days	2,560	6.1%	35,263	3.3%	19,265	73.8%		
Total	\$42,267	100.0%	\$ 1,057,657	100.0%	\$ 26,094	100.0%		

March 18, 2021

MEMORANDUM

TO: Mountain Village Mayor and Town Council
FROM: Paul Wisor, Town Attorney
RE: An Ordinance Enacting Campaign Finance Regulations

Included in this packet is ordinance enacting campaign finance regulations and a procedure for hearing third-party complaints for violations of municipal campaign finance rules.

Colorado’s Fair Campaign Practices Act (“FCPA”) is found at C.R.S. §§ 1-45-101 *et seq.*, and campaign finance restrictions are found in Article XXVIII of the Colorado Constitution. Both Article XXVIII and the FCPA refer to and cross-reference each other. These laws govern the amounts of campaign contributions, who can make contributions, how contributions may be spent and disclosure of contributions at all election levels within the State.

C.R.S § 1-45-116 states that any home rule municipality may adopt ordinances or charter provisions with respect to its local elections that are more stringent than any of the provisions contained in the Fair Campaign Practices Act. The requirements of Colo. Const. Article XXVIII and the FCPA do not apply to home rule municipalities that have adopted charters, ordinance, or resolutions that address any of the matters covered by Colo. Const. Article XXVIII or the FCPA.

Several municipalities across Colorado have adopted their own campaign finance regulations. Some of them have enacted a limit on individual campaign contributions. By way of example, both the Town of Aspen and Town of Avon have \$250 contribution limits.

With an election approaching this November, it is timely that the Town of Mountain Village discuss, review, and consider enacting campaign-finance legislation. The proposed ordinance also responds to a July 2019 amendment to the FCPA requiring that “any complaint arising out of a municipal campaign finance matter. . . must be *exclusively* filed with the clerk of the applicable municipality.” C.R.S. § 1-45-111.7(9)(b). The Town of Mountain Village currently does not have any procedures in place for processing complaints once they are received, and the attached ordinance establishes such a procedure.

In its current form, the proposed Ordinance, if enacted, would:

- Require all candidates for the office of Town Council to certify by affidavit that they are familiar with the provisions of the Chapter.

- Require all candidate committees, political committees and issue committees to register with the Town Clerk before accepting or making any contributions.
- Limit contributions and/or contributions in kind to the candidate committee of any candidate for the office of Town Council to \$250 per person.
- Require all candidate committees, political committees and issue committees to report to the Town Clerk their contributions and contributions in kind received that are \$20.00 or more, expenditures made, and obligations entered into by the committee.
- Prohibit contributions from any person who is not a legal permanent resident of the United States, or from a foreign government, corporation, labor union, or political party.
- Establish regulations for unexpended campaign contributions.
- Establish procedures for hearing third-party complaints related to municipal campaign finance violations
- Establish both civil and criminal penalties for violations of the Chapter.

ATTACHMENT: Ordinance

**TOWN OF MOUNTAIN VILLAGE, COLORADO
ORDINANCE NO. 2021-**

**AN ORDINANCE OF THE MOUNTAIN VILLAGE TOWN COUNCIL ADDING
CHAPTER 1.16 TO TITLE 1 OF THE MOUNTAIN VILLAGE MUNICIPAL CODE
PERTAINING TO CAMPAIGN FINANCE**

WHEREAS, the Town of Mountain Village is a home rule municipality existing pursuant to the laws of the Colorado Constitution, the Colorado Revised Statutes and the Town's Home Rule Charter;

WHEREAS, various efforts have been made to enact valid campaign financing and disclosure regulations and reforms at all levels of government; and

WHEREAS, §1-45-116, C.R.S., of the Colorado Fair Campaign Practices Act, state, in pertinent part: “Any home rule county or municipality may adopt ordinances or charter provisions with respect to its local elections that are more stringent than any of the provisions contained in this act.”

WHEREAS, the manner of electing Town officers and of financing political campaigns supporting or opposing candidates for Town office and ballot issues and ballot questions referred to or initiated by Town electors for a vote of the entire Town electorate, are matters affecting the organization and structure of Town government and are matters affecting the elective franchise and potential abuses of the elective franchise; and therefore are within the constitutional and statutory authority of Town electors and the governing board to regulate by duly adopted home rule charter or ordinance; and

WHEREAS, as a result of its status as a home rule municipality, the Town of Mountain Village acknowledges the value and importance of transparency and disclosure in the financing of campaigns in local elections; and

WHEREAS, the Town of Mountain Village wishes to adopt campaign finance rules as well as a process for receiving and responding to third-party complaints alleging violations of the municipal campaign finance rules; and

WHEREAS, the Town of Mountain Village finds that this Ordinance furthers and is necessary for the promotion of public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO the following:

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

Section 2. Addition of Chapter 1.15 to Title 1 of the Town of Mountain Village Municipal Code. Chapter 1.16, “Campaign Finance” is added to Title 1, “General Provisions,” of the

Mountain Village Municipal Code to read as set forth in **Exhibit A: Addition of Chapter 1.16 to Title 1 of the Town of Mountain Village Municipal Code**, attached hereto.

Section 3. Severability. If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The Town Council hereby declares that it would have passed this Ordinance and each provision thereof, even though any one of the provisions might be declared unconstitutional or invalid. As used in this Section, the term “provision” means and includes any part, division, subdivision, section, subsection, sentence, clause or phrase; the term “application” means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town.

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

Section 5. No Existing Violation Affected. Nothing in this Ordinance shall be construed to release, extinguish, alter, modify, or change in whole or in part any penalty, liability or right or affect any audit, suit, or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing which may have been incurred or obtained under any ordinance or provision hereby repealed or amended by this Ordinance. Any such ordinance or provision thereof so amended, repealed, or superseded by this Ordinance shall be treated and held as remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings and prosecutions, for the enforcement of such penalty, liability, or right, and for the purpose of sustaining any judgment, decree or order which can or may be rendered, entered, or made in such actions, suits or proceedings, or prosecutions imposing, inflicting, or declaring such penalty or liability or enforcing such right, and shall be treated and held as remaining in force for the purpose of sustaining any and all proceedings, actions, hearings, and appeals pending before any court or administrative tribunal.

Section 6. Publication. The Town Clerk is ordered to publish this Ordinance in accordance with Chapter 5.9 of the Town of Mountain Village Municipal Code.

INTRODUCED AND ADOPTED ON FIRST READING AND REFERRED TO PUBLIC HEARING on February 4, 2021 and setting such public hearing for _____, 2021 at the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

BY:

ATTEST:

Laila Benitez, Mayor

Susan Johnston, Town Clerk

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this 21st day of January 2021.

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

BY:

ATTEST:

Laila Benitez, Mayor

Susan Johnston, Town Clerk

APPROVED AS TO FORM:

Paul Wisor, Town Attorney

I, Susan Johnston, the duly qualified and acting Town Clerk of the Town of Mountain Village, Colorado ("Town") do hereby certify that:

1. The attached copy of Ordinance No. _____ ("Ordinance") is a true, correct and complete copy thereof.
2. The Ordinance was introduced, read by title, approved on first reading with minor amendments and referred to public hearing by the Town Council the Town ("Council") at a regular meeting held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on February 4, 2021, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Martinique Davis Prohaska				
Peter Duprey				
Patrick Berry				
Natalie Binder				
Jack Gilbride				

3. After the Council's approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on _____, 2021 in accordance with Section 5.2b of the Town of Mountain Village Home Rule Charter.

4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on _____, 2021. At the public hearing, the Ordinance was considered, read by title, and approved without amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Martinique Davis Prohaska				
Peter Duprey				
Patrick Berry				
Natalie Binder				
Jack Gilbride				

5. The Ordinance has been signed by the Mayor, sealed with the Town seal, attested by me as Town Clerk, and duly numbered and recorded in the official records of the Town.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the
Town this _____ day of _____, 2021.

Susan Johnston, Town Clerk

(SEAL)



To: Town Council

From: Recession Plan Working Group - Kim Montgomery, Zoe Dohnal, Jaime Holmes, Jim Loebe, Julie Vergari, Finn Kjome, and Rob Johnson

Date: March 9th, 2021

Re: Follow Up to COVID / Recession Revenue Actuals and Policy

As a follow up to the discussion and questions at the February regular meeting, staff has updated the COVID recession plan and prepared recommendations for the remainder of 2021. A red-lined version of the most recent COVID recession plan is included in the packet – See Exhibit A. Additional information requested by Council to aid in the wage freeze discussion has also been included.

RECESSION PLAN RECOMMENDATIONS FOR 2021

The 2020 COVID recession plan was a logical reaction to the unfolding situation in the early days of the pandemic. It successfully provided a road map for the Town to mitigate the risk of an unknown and seemingly dire economic future. With the benefit of hindsight and actual financials, the Town's performance exceeded expectations on many different levels. Based on these observations, staff recommends the following items be considered moving forward:

- Put the current COVID recession plan on hold and reevaluate trends as needed. It is a useful tool that should be revived if another pandemic or recession precipitates a future economic shock.
- Finance and Telluride Tourism Board are projecting 2021 sales tax revenues to outpace 2020 – See Exhibit B.
- Reinstate normal workforce policies including merit raises.
- Reconsider deferred 2020 and 2021 maintenance and capital projects in 2022.
- Amend the recession plan to give directors the authority to manage department budgets to hit reduction targets by using discretionary spending cuts as opposed to immediately enacting formulaic staffing reductions.

2021 RETROACTIVE EMPLOYEE COMPENSATION ADJUSTMENT

From a revenue perspective, 2020 was a normal year. Actual general fund revenues exceed both the revised 2020 projections, as well as the original pre-pandemic 2020 adopted budget. Even with grant funding pulled out, the general fund turned a surplus of \$88,376. This is not meant to discount the importance of the grants; they enabled the Town to help provide support to our businesses and make the Village more attractive for our residents and visitors.

TMV General Fund	2020	2020
	Adopted	Actual
Revenues (1)	\$ 11,468,581.00	\$ 12,076,929.00
Expenditures (includes transfers)	14,653,526.00	11,336,876.00
Surplus (Deficit)	\$ (3,184,945.00)	\$ 740,053.00

(1) 2020 actual revenues includes \$651,677 in grants/TMVOA contributions.

The 2020 COVID recession plan was built on a revenue-based model that made certain cuts at specific revenue shortfall percentages. The cost saving measures focused on cuts to the Town workforce, strict discretionary spending cuts, postponement of several capital projects, a hiring freeze, and a pay freeze. Based on 2020 actual general fund revenues finishing in the "NORMAL" category, staff is advocating for a retroactive, merit-based increase for all full and part time (non-seasonal) Town employees who were employed in 2020 and received a performance evaluation.

12 YEAR EFFECTIVE TMVMERIT BASED INCREASES

Year	Merit		
	Increase	ECI	Difference
2010	0.00%	1.60%	-1.60%
2011	0.00%	1.40%	-1.40%
2012	1.00%	1.70%	-0.70%
2013	0.00%	1.90%	-1.90%
2014	3.00%	2.10%	0.90%
2015	2.00%	2.10%	-0.10%
2016	3.00%	2.30%	0.70%
2017	4.00%	2.50%	1.50%
2018	3.00%	3.10%	-0.10%
2019	3.20%	2.90%	0.30%
2020	2.50%	2.60%	-0.10%
2021	0.00%	0.00%	0.00%
Total			-2.50%

In terms of work impact, 2020 was an extraordinary year. In anticipation of a major recession, the Town cut staff by 25%. As a result, the Town (and its employees) have been doing more work with less staff. The Town succeeded at meeting project goals, accomplished additional projects, while managing other, unanticipated, pandemic related workloads. Staff believes the Town performed at a superior level. Performance evaluations completed by managers at the end of 2020 would be used as the basis for individual increases. Staff recommends a performance based average merit increase of 3% for the Town's successful 2020 performance. The total cost to the Town is \$220,253 which includes burden and excludes gondola since it is funded by TMVOA.

COST OF LABOR BASIS FOR MERIT RAISES

The Employment Cost Index (ECI) is a measure of change in the cost of labor. The ECI is used as a vehicle to adjust wage rates to keep pace with what is paid by other employers for two reasons. First, it is comprehensive. It includes not only wages and salaries but also employer costs for employee benefits and covers nearly all employees in the civilian (non-Federal) economy. Second, it measures the "pure" change in labor costs; that is, it is not affected by changes in relative employment of industries and occupations with different wage and compensation levels (bls.gov). ECI in the above table is a national measure. The relevant ECI for the Town is likely much higher using regional data.

The cost of labor is what a particular geographic market offers as the "going rate" or compensation for its jobs. Cost of living is the measure of the prices of goods and services that an individual experiences in the marketplace. The cost of labor may be higher or lower than the cost of living for a specific area. Employers generally must keep pace with the cost of labor to remain competitive.

ADDITIONAL INFORMATION REQUESTED BY COUNCIL

Deferred Maintenance

In total there was \$320,000 in deferred maintenance projects in 2020.

- \$250,000 asphalt overlays – public works
- \$25,000 sewer line checks – public works
- \$25,000 pedestrian bridge repairs – parks and rec
- \$20,000 landscape upgrades – plaza services

Most of the maintenance projects that were slated for deferral in the early days of the pandemic were performed later in the year as the revenue picture improved.

Deferred Capital

Deferred Capital by Fund (COVID related deferred expenditures shown in bold)

Fund	2020 AB	2020 Actual	Project Deferred
General Fund	\$ 48,000	\$ 21,481	\$20k - office furniture for PD
Capital Projects Fund	2,734,546	51,701	\$1,446,546 - safety improvements deferred to 2021; \$1,238,000 - shop remodel deferred to 2022 ; \$51,701 expenditures for safety improvements
Vehicle and Equipment Fund	140,516	93,516	\$8,000 - shop equipment removed from 2020; \$30,000 - Parks & Rec snowmobile and skid steer ; \$93,516 of expenditures incurred for two police cars and bobcat lease
Broadband Fund	2,181,645	1,931,835	\$400,000 - upgrade project deferred to 2021 due to project delays, \$100,000 added to 2021 upgrade project; \$49,000 - reduction for vehicle, software upgrades, and equipment of which \$20,000 deferred to 2021; \$1,931,835 - expenditures for system upgrades.
Water/Sewer Fund	1,101,751	372,564	\$225,814 - total reduction; \$376,101 - regional sewer capital reduced; \$150,287 - added for replacement pumps; \$372,564 total expenditures
Parking Services Fund	79,800	5,415	\$75,000 - removed for GPG ramp overlay
Totals Without Gondola/VCA	\$ 6,286,258	\$ 2,476,512	\$1,341,000 - total COVID related deferred expenditures (excludes gondola)
Gondola Fund (Cap & MRR)	787,000	168,295	\$350,000 - Angle bathrooms; \$35,000 - noise mitigation
VCA	14,684,005	68,205	\$14,615,800 - reduced for expansion project; \$68,205 - total expenditures
Totals	\$ 21,757,263	\$ 2,713,012	

Opportunity Costs – “the loss of potential gain from other alternatives when one alternative is chosen”

For this exercise, the opportunity costs can be defined as:

- The increase in cost due to inflation by putting a project off. The shop expansion contractor is quoting a 12% price increase from their original 2020 bid due to inflation and the increasing costs of a heated market for both material and labor. Asphalt costs tend to increase 2-4% per year.
- The decreased desirability due to perceived aging infrastructure - decrease in property valuations = decrease in tax revenue

Employee Turnover Analysis

TURNOVER RATE DATA

	2018	2019	2020
Mountain Village	25.00%	31.70%	31.80%
All CO/Govt Industry	NA	14.80%	NA
All Industries Colorado			
-Resort Region	NA	22.40%	NA
-Western Slope	NA	14.20%	NA
-All Colorado	NA	22.70%	NA
Other Municipalities			
-Windsor	NA	17.00%	9.00%
-Firestone	NA	11.90%	5.43%
-Montrose	NA	11.50%	13.50%
-Longmont	NA	8.00%	6.00%
-Cherry Hills	NA	10.00%	8.00%
-Pagosa Springs	NA	11.00%	15.00%
-Frederick	NA	29.00%	10.00%
-Other Municipalities Avg.	NA	14.06%	9.56%

• Turnover data from UltiPro is based upon the following formula: $[Terminations] / (([Starting Headcount] + [Ending Headcount]) / 2)$ – Turnover rate data is based upon resignations. It does not include terminations of seasonal employees.

• Colorado turnover rate data from 2020 HR Metric Survey, Employers Council

• Turnover rate data from other municipalities taken from CML HR Listserv 9/2021

• The TMV turnover rate was 41.5% higher than the turnover rate for the Colorado resort region in 2019. 2020 data is not currently available.

• The TMV turnover rate was 125.5% and 232.6% higher than the average turnover rate for the municipalities shown in 2019 and 2020, respectively.

Exit Interview Data and Employee Survey Data for 2020

Exit interviews can help with understanding employee turnover. Of the 15 employees that either spoke with HR or completed an exit interview questionnaire in 2020, 5 specifically cited pay as a reason for leaving employment with the Town. That equates to 1/3 of all exiting employees specifically citing pay as a reason for leaving. TMV employees completed a wage and benefit survey in September 2020. 51% of employees surveyed were not satisfied with their wage. 65% of employees surveyed cited wage as the most important item in employment.

The Town’s merit-based pay increases for the last 12 years lag the national index. Employees will not stay long if compensation lags. This is reflected in the turnover rate of Mountain Village compared to other municipalities in Colorado. Human resources is actively developing a comprehensive compensation and benefits philosophy for Council to consider, likely by mid-year 2021.

EXHIBITS

MEMORANDUM

To: Mayor and Town Council

From: Jaime Holmes, Human Resources

Date: 3/18/2021

RE: Employee Hardship Plan

We are very sympathetic to our employees and their families during any time of a public health emergency. To protect our employees, residents and guests from the potential spread of a communicable disease, such as COVID, the Town has adopted the County's advice by actively encouraging employees to stay at home and get tested when sick, after traveling to high exposure areas, or who may have been exposed to COVID.

The Town is currently providing the following resources:

- Continuing to allow remote work for Admin Staff to help stop the spread of COVID
- Stagger schedules for other departments to work more in pod or cohort groups
- The town will continue to provide health insurance benefits. Employees will continue to pay dependent premiums to provide benefits for additional family members.
- The Town has purchased and distributed KN95 masks for all staff use
- The Town implemented a Paid Leave for Testing Benefit for all staff who have been asked to get COVID test and are at home awaiting results. This benefit allows for up to 5 days of leave and requires a negative test and to be symptom free to return
- Pursuant to Colorado's Public Health Emergency Leave, the Town is granting up to 80 hours leave for full time (average hours worked for part time) employees that meet the causes set forth by the Health Families Workplaces Act.
- Employees that live in Village Court Apartments (VCA) [may qualify for rent relief](#) ~~can remain rent free~~
- Employees [may](#) ~~can~~ request a lump sum PTO payout [provided as long as](#) they maintain an 80-hour balance.

Actions:

SIGNIFICANT: A projected or unbudgeted reduction in revenues or reserves between 12% and 18%

1. ~~Defer a significant number of~~ Evaluate and defer capital projects as needed
- ~~2. Reduce capital budget by \$4,352,000~~
- ~~3.2.~~ Reduce non-critical maintenance and repairs (staff will define and detail)
- ~~4.3.~~ Require strong justification for large purchases over \$5,000. Expenditures are approved via budget but any potential purchases over this amount require Town Manager approval before an order is placed
- ~~5.4.~~ Eliminate expenditures related to travel, meetings, and discretionary training
- ~~6.5.~~ Review all Critical Staff designations and implement changes, as needed
- ~~7.6.~~ Eliminate temporary, contract, and non-essential seasonal employees ~~(part time?)~~
- ~~8.7.~~ Institute hiring freeze on all but essential ~~safety~~ positions, upon Council review (Specifically, no creation of new positions, no refilling positions with turnover unless health and safety related, no hiring or recruiting for non-essential positions)
- ~~9.8.~~ Consider ~~f~~ furlough, leave of absence or termination of any non-critical staff
- ~~10.9.~~ Continue to provide health insurance premium coverage to retain employees on a leave of absence for a future return to work
- ~~11.10.~~ Defer salary increases beyond what was implemented in the last budget cycle first quarter 2020
- ~~12.11.~~ Consider implementing employee cost reduction policies, such as a reduction in 401K matches; lower the 401K contribution

Seasonal employees (non-critical)

- End of season bonuses will be paid ~~if available~~
- Employees are eligible to be rehired when available

Non-critical employees

- Leave of absence- Health insurance benefits continue – to be discussed
- Employees ~~deplete use~~ PTO while on furlough/leave of absence-to be discussed

Necessary employees

- Continue to work regular/reduced hours as ~~on the~~ prescribed by current financial modeling proposed and updated CV Financial Model spreadsheet
 - Use PTO if not working regular hours
- Health insurance benefits continue

Critical employees

- Continue to work regular/reduced hours as ~~on the~~ prescribed by current financial modeling proposed and updated CV Financial Model spreadsheet
 - Use PTO if not working regular hours
- Health insurance benefits continue
- ~~Gondola Ops/maintenance use PTO,~~

MAJOR: A projected or unbudgeted reduction in revenues or reserves between 19% and 25%

1. Further reduce capital expenditures and any non-essential expenditures throughout the budget including consideration of deferring maintenance
2. Continued hiring freeze as defined above
3. Continue to review all Critical Staff designations and implement changes
4. Implement a reduction-in-force strategy such that only critical employees remain full time and necessary staff are reduced hours, placed on leave of absence or furloughed unless they can be re-tasked to other programs
5. Consider continuing to provide health insurance premium coverage ~~in an attempt~~ to retain furloughed employees for a future return to work
6. Implement employee cost reduction policies such as a reduction in or elimination of 401K matches
7. Consider temporary reduction in salary, especially for senior staff

Necessary employees

- Leave of absence or furlough
- Continue to provide current health insurance benefits; employees continue to pay premiums for dependents (not COBRA premiums)

Critical employees

- Continue to work regular/reduced hours as prescribed by current financial modeling on the proposed and updated CV Financial spreadsheet
- Continue current health insurance benefits; employees continue to pay premiums for dependents (not COBRA premiums)

CRISIS: A crisis assumes that revenues have decreased in excess of 25% and reserves are being depleted and there is the potential for a deficit

1. Stop all capital projects and purchasing
2. Eliminate programs and services (to be determined)
3. Implement reduction in force (RIF) to critical staff and furlough necessary staff unless re-tasked to fill other programs
4. Continue hiring freeze as defined above
5. Implement employee cost reduction policies such as elimination of 401K matches
6. Consider further increasing insurance premiums paid by employees
7. Continue to review all Critical Staff designations and implement changes
8. Consider continuing to provide health insurance premium coverage in an attempt to retain furloughed employees for a future return to work (in a crisis situation this may not be feasible)
9. The Finance Director and Town Manager may initiate any of these policies with Direction from the Mayor and the consent of Council. If the economic conditions leading to the implementation of the COVID19/Recession Plan Policy are likely to continue for several years, the cumulative effect of the reduction in revenues or reserves should be considered in determining the appropriate phased response.

Non-critical employees

- Terminate non-critical employees and to pay out PTO balance

Necessary Employees

- Employees remain on leave of absence or furlough and continue to receive unemployment benefits
- Consider continued health insurance coverage:
 - 1) At the same level as current premium is paid by the town
 - 2) continued premium coverage with employee covering 25% (cost reduction: \$30,000)
 - Employee only, 25% = \$167 /month
 - Employee + spouse, 25% = \$339/ month
 - Employee + family, 25% = \$415 / month
 - 3) continued premium coverage with employee covering 50% (cost reduction: \$60,000/ month)

- Employee only 50% cost = \$333/ month
- Employee + spouse, 50% cost = \$677/month
- Employee + family, 50% cost = \$833/ month

Critical Employees

- Regular/ reduced hours
- Continue current health insurance benefits
- Reduce or eliminated 401(K) matches
 - Plan A: decrease match from 9% to 5%
 - Plan B: decrease match from 5% to 2.5%
- OR Eliminate 401(k) match (\$208,000 budget reduction)
- Temporarily reduce salary especially for well-compensated senior/executive level staff

DEFINITIONS

Leave of Absence: not working, eligible for health ~~insurance~~ benefits during leave period upon policy and/or budget, expected to return to work and paid leave

Furloughed: not working, ~~no benefits~~, eligible for health benefits during furloughed period or dependent upon policy and/or budget, expected to return to work or be restored from a reduced work schedule

Layoff: considered a permanent suspension or termination

Reduction in Force (RIF): positions are eliminated with no intention of replacing it and results in a permanent cut in headcount (usually the position is not up for rehiring for at least 6 months).

Hiring freeze: Specifically, no creation of new positions, no refilling positions with turnover unless health and safety related, no hiring or recruiting for potential non-essential summer positions



1 March 2020

Ms. Zoe Dohnal
Building Development and Sustainability Director
Town of Mountain Village
455 Mountain Village Boulevard, Suite A
Mountain Village, Colorado 81435
Re: 2021 Sales Tax Forecast

Dear Zoe,

As promised, we just wanted to provide a perspective on how the economy may perform this **year. We've kept our focus on lodging for the purposes of this exercise;** but do believe there is a monthly alchemy to the relationship of lodging, restaurant and retail with the other tax segments.

Lodging – To anticipate the future, let's first look at the past. In the town of Mountain Village, lodging experienced double-digit tax revenue drops from March through June, equating to approximately \$350K in lost tax revenue, or \$7.8 million in lodging sales. Include restaurant and retail and the decrease was more than \$600K in tax revenue and \$13.3 million. In contrast, July through November saw double- and triple-digit tax revenue gains, which were driven by rate rather than occupancy. Limited supply can absolutely influence rate to that extent.

Concentrating on 2021, Q1 appears to be gathering momentum as we proceed. Rate continues to be the driving force in Mountain Village. Paid occupancy, affected by travel constraints and greater owner occupancy, is pacing down double digits (an average of approximately -38%). Rate however in the Q1 timeframe is pacing ahead double digits (approximately +47%). Although January year-over-year (YOY) revenue percentages look to **be short in 20's**, February is showing single-digit drops and March revenue looks to be flat to up compared to March of 2019 as we look at it today. For Q1 YOY, **we'd predict lodging** revenue up as much as 10%, again improving as we go. March still has ample opportunity to match or exceed normal March performance. So, heading into off-season, it looks like Mountain Village will be up double digits YOY, more or less based on our March performance.

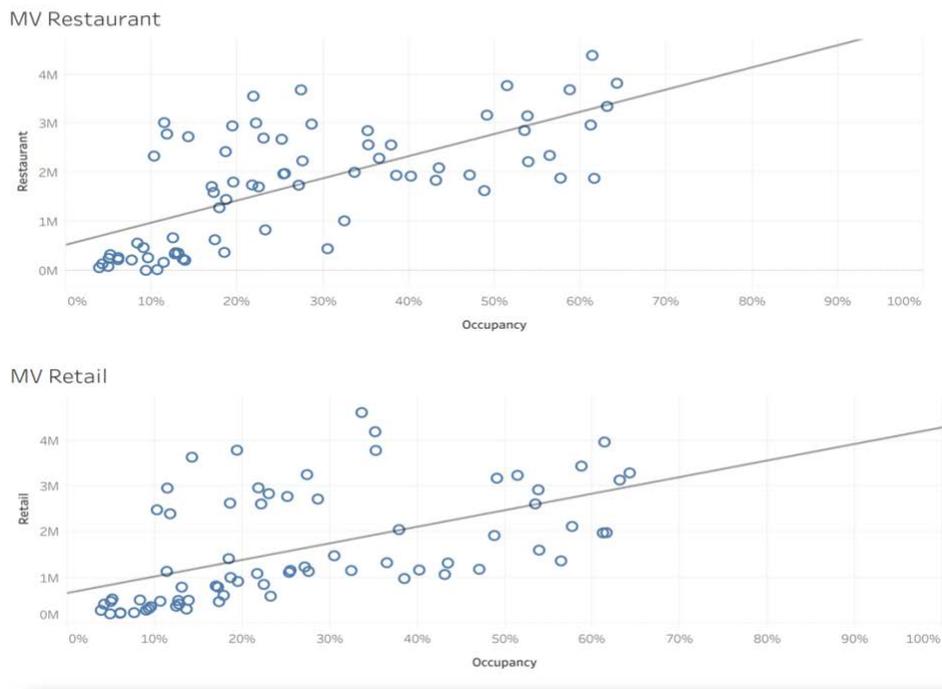
If the snow hangs on, the first eight days in April will be the deciding factor for its performance. We anticipate the outdoors to continue its popularity this summer. We believe paid occupancy will increase YOY without the 50% occupancy restrictions. The question will be if rate decreases, retains or increases its growth in Mountain Village. Either way, the fiscal expectations for Mountain Village look to better those posted in 2019.

THE MOST COLORADO PLACE ON EARTH.®

You'll find attached, a Mountain Village exclusive sales tax forecast (three years) that is built from a lodging metrics foundation. The key data points we used to pull this together include: occupancy; average daily rate; revenue per available room; average length of stay; and, nightly unit revenue, both year-over-year as well as year-over-two-years. **There's definitely some crystal ball involved because it's not a given that we are on the other side of the pandemic as well as the fact that not all lodging product has been made available for booking because lodgers are working to avoid having to be the source of cancellations.**

MONTH	2021 FORECAST (03.01.21)				2020 PERFORMANCE (03.01.21)			2019
	SALES TAX	YOY +/- %	YOY +/- \$	YO2Y +/- \$	SALES TAX	YOY +/- %	YOY +/- \$	SALES TAX
JAN	618,908	-17.0%	-126,764	-9%	745,672	9.5%	64,993	680,679
FEB	714,972	-5.0%	-37,630	3%	752,602	8.6%	59,668	692,934
MAR	993,004	91.0%	472,988	10%	520,016	-42.4%	-382,715	902,731
APR	113,004	204.1%	75,838	25%	37,166	-58.9%	-53,237	90,403
MAY	104,111	142.2%	61,120	15%	42,992	-52.5%	-47,540	90,531
JUN	407,552	123.5%	225,186	20%	182,366	-46.3%	-157,260	339,627
JUL	527,239	12.1%	56,828	10%	470,411	-1.9%	-8,897	479,309
AUG	434,481	-9.3%	-44,320	15%	478,801	26.7%	100,991	377,809
SEP	478,776	19.4%	77,680	25%	401,096	4.7%	18,075	383,021
OCT	177,724	-25.3%	-60,163	15%	237,887	53.9%	83,344	154,543
NOV	135,105	-13.8%	-21,705	25%	156,810	45.1%	48,726	108,084
DEC	916,515	34.5%	235,141	25%	681,374	-7.1%	-51,838	733,212
YTD TOTAL	5,621,391	19%	914,199	12%	4,707,192			5,032,882

Finally below, you'll find a scatter plot showing the correlation of restaurant and retail taxes as they related to lodging occupancy for a five-year period. As we mentioned, where lodging leads, restaurant and retail follow.



THE MOST COLORADO PLACE ON EARTH.®

Thank you again for reaching out. Happy to talk and to take a look at this with you every now and then to track performance. **As you know, we do think it's imperative to plan for the day-tripper increase to the destination.** Look forward to collaborating with you and Mountain Village to manage visitor flow this summer.

Respectfully,

Michael Martelon
President & CEO



**PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

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

Item No. 9

TO: Town Council

FROM: Michelle Haynes, Planning and Development Services Director

FOR: Meeting of March 18, 2021

DATE: March 5, 2021

RE: Design Review Board Appointments, two regular seats, one vacant seat and two alternate seats

Introduction

There are two (2) regular seats, one (1) vacant regular seat and two (2) alternate seats available on the Design Review Board (DRB) for two year terms.

Attachments

- Applications
- DRB Attendance Summary

Background

The Design Review Board (DRB) is comprised of seven (7) regular members and two (2) alternate members appointed by Town Council. The term for a DRB member is two (2) years.

Two (2) regular seats, one (1) vacant seat and two (2) alternate seat members' terms expire in April 2021. Staff has advertised for the open positions as required. The DRB seats expiring include:

- Greer Garner, regular seat
- Liz Caton, regular seat
- David Eckman, vacant seat (He served 12 years and is term limited)
- Scott Bennett, alternate
- Ellen Kramer, alternate

All incumbents reapplied for their seats. Ellen Kramer applied for the open regular seat.

We also received applications from the following individuals:

- Shane Jordan
- Jim Austin
- Kendra Wilcox

Design Review Board Recommendation

At the regular March 4, 2021 Design Review Board meeting, the DRB recommended to reappoint Greer Garner and Liz Caton into regular seats. To appoint Ellen Kramer into a regular seat. To appoint Scott Bennet to a 1st alternate seat. To appoint Shane Jordan into the 2nd alternate seat.

The DRB interviewed Shane Jordan and Jim Austin.

Community Development Code Section 17.2.3.E states that the Council shall strive to appoint at least three (3) or more members of the DRB who are lot owners or residents of Mountain Village; however, residency is not a requirement for appointment but is preferred.

Should Council accept the DRB's recommendation the DRB board will consist of five residents and four non residents.

Of the three applicants

- Jim Austin, resident (building a home in the Mountain Village currently)
- Shane Jordan, non-resident
- Kendra Wilcox, resident

RECOMMENDED MOTION

Town Council can move to approve the DRB recommendation or vary from it. As a starting point, below is the motion accepting the DRB recommendation.

I move to re-appoint the following individuals for two-year terms:

- *Greer Garner and Liz Caton*

I move to appoint the following individual for the regular open seat for a two-year term

- *Ellen Kramer*

I move to appoint the following individual for the alternate seat for a two-year term:

- *Scott Bennett, 1st alternate*
- *Shane Jordan, 2nd alternate*

/mbh

Sample DRB Interview Questions

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

From: [Scott Bennett](#)
To: [Jane Marinoff](#)
Subject: Mountain Village DRB
Date: Monday, February 8, 2021 2:16:27 PM

Jane,

Please accept this email as a letter of intent and resume in continuing as a member of the Mountain Village Design Review Board. I have been an Alternate member of Mountain Village Design Review Board for the last year. It has been challenging with zoom, however very interesting. I have lived in Telluride for going on 53 years and am a 4th generation Telluride native. I have been involved in construction, development and real estate sales since the mid-eighties when Mountain Village started. I served on the Aldasoro DRB for 8 years. I recently retired from the Telluride Fire Department after 23 years of service, the last 5 as Chief. I am a new member of San Miguel County Search and Rescue. I have a background in design and graduated from Fort Lewis college with an Art major and Engineering minor. I will continue to promote the design regulations to uphold property values and review applications on the merit of each project with the consideration of neighboring property interests as well.

Thank You for your consideration,

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

Dr. Greer T. Garner

253 Adams Ranch Road
Telluride, Colorado 81435
(970) 708-0154 cell
garnerdr64@gmail.com

February 15, 2021

Mountain Village Town Council
Town of Mountain Village, Colorado

Dear Mountain Village Town Council,

I am sending this letter to express my interest in remaining on the Design Review Board.

My husband and I have lived full time in Mountain Village for the past twenty years. As such I have witnessed the changes and challenges Mountain Village has experienced over the years, especially in regards to economic vitality and sustainability. How best to keep pace with other resorts yet retain our own unique identity is a constant thread that draws upon the skills of Mountain Village leaders and citizens. As a DRB member I believe it is important to insure design regulations reflect the changing times and our attractive environmental surroundings as well as the desires of homeowners, both current and new.

Having participated on the DRB both as chair and board member for many years as well as being a Comprehensive Plan Task Force Advisory Member assisting in the formulation of the 2011 Comprehensive Plan, I believe my experience and background can continue to be of help as Mountain Village grows and thrives.

Thank you for your consideration

Sincerely,
Greer Garner

Greer Garner, PhD

253 Adams Ranch Road
Telluride, Colorado 81435
(970) 708-0154 cell
garnerdr64@gmail.com

Education:

BA, Magna cum laude, Psychology
MA, Counseling Psychology
PhD, Counseling Psychology

Work History:

Co-owned and managed three wine tasting shops in Dallas, Ft. Worth Texas area

Counseling Internship at Salesmanship Club Family Counseling Center, Dallas, TX

University of Texas Southwest Medical Center/ VA Hospital post doctoral position, Dallas, TX

Counseling Practice, Telluride, CO

Volunteer History:

American Women's Club, Germany: President

Telluride Women's Network: President

The San Miguel Resource Center: Board Member, Clinical Consultant

Mountain Village Design Review Board: Chair; Board Member; Task Force Advisory Member, 2011 Comprehensive Plan

Angel Baskets: Board Member

Awards:

Telluride Citizen of the Year Award
Domestic Violence Service Award Professional of the Year

Citizen of the Year Award

Planning & Development Services
Town of Mountain Village
455 Mountain Village Blvd., Suite A
Mountain Village, CO 81435

5 February 2021

Dear Members:

For the past two years I have been serving as an Alternate Board Member on the Town of Mountain Village Design Review Board. At this time, I request to move from a DRB Alternate Board Member into the vacant two-year Regular Board Member position when the new term begins.

As the only architect on the DRB, I feel that I have brought important insights and a unique perspective to the projects that have come before us. I have a keen attention to detail and a broad understanding of the salient issues. In addition, having had more than 30 years of experience as a LEED Certified Architect in California, I have navigated between client goals and the complex realities of municipality design review boards. I also have had extensive experience presenting to review boards and resubmitting projects after incorporating DRB comments, while also remaining sensitive to client desires.

These skills have served me well during the discussions and deliberations on the DRB and helped me to be an effective member these past two years. The DRB has been both a challenging and rewarding experience. As an Alternate, I viewed my role as seriously as a regular Board Member. I would like now to continue on in the new roll of Regular two-year Board Member.

Thank you for your consideration.

Sincerely,

Ellen Kramer, Architect
LEED, A.P.
Erkramer14@gmail.com
415.517.3968

Jane Marinoff

From: Elizabeth Caton <liz.caton@gmail.com>
Sent: Friday, February 12, 2021 11:10 AM
To: Jane Marinoff
Subject: DRB board position

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Jane:

This note is to confirm my interest in continuing as a member of the Design Review Board.

A copy of my resume is attached.

Many thanks,

Liz Caton

ELIZABETH CATON
226 ADAMS RANCH ROAD
MOUNTAIN VILLAGE, CO 81435
HOME: 970-728-2947
CELL: 949-494-1303
LIZ.CATON@GMAIL.COM

OVERVIEW

Member of Design Review Board since June 2016.

Twenty-year management of real estate partnership.
Certificate in Interior Design, specializing in Kitchen and Bath design.

Eighteen year's experience as retail buyer for children's clothing for major department and specialty children's stores. Eleven year's experience as financial manager for interior design and general contracting firms.

EXPERIENCE

1972-1978 Bullocks Department Store, Los Angeles, CA
1978-1980 John A. Brown, Oklahoma City, OK
1980-1985 Broadway Department Stores, Los Angeles, CA
1995-1990 Abigail's Children's Boutique, Wellesley, MA
1993-2000 Ruth Soforenko Associates, Palo Alto, CA
2004-2005 Nationwide Floor & Window Coverings, West Orange, NJ
2005-2007 The Goldsmith Company, Mountain Lakes, NJ

OTHER ACTIVITIES

Volunteer for Telluride Adaptive Sports Program during ski season.
Membership chair and secretary for Telluride Women's Network.
Past volunteer for San Miguel Resource Center.
President Emeritus of Web of Benefit, a non-profit organization providing financial aid to survivors of domestic violence.
Past finance chair for Web of Benefit

EDUCATION

Pitzer College, Claremont, CA – B.A. Literature
Canada College, Redwood City, CA – Certificate in Interior Design

Jane Marinoff

From: Seltz, Steve <steve.seltz@siemens.com>
Sent: Thursday, February 11, 2021 9:56 AM
To: Jane Marinoff
Subject: Design Review Board Open Seats Application
Attachments: SPS Bio 402016.pptx

Jane - attached please find my most recent bio, in support of my application for one of the open seats on the Mountain Village Design Review Board.

My wife Judi and I built our 'second home' in the Village in 2004-05, and over the years we – and our three children – have spent significant time in residence. For the past three years, this has now become our primary legal abode, and we have been full-time here since last Spring. As we both approach retirement in the next couple years, we intend to be more-or-less 100% in residence.

We had planned to sell our current home (108 Gold Hill Court) and to build on a lot we owned on AJ Drive. During the planning and design phase of that project, we became intimately familiar with the workings of the DRB. Ultimately, we decided not to proceed with our construction plans, sold the lot, and are now renovating our existing residence. We appreciated the DRB process, however, which we felt was thorough, thoughtful, and fair.

Given that familiarity with DRB activities, and our commitment to be spending the majority of our time going forward here in Telluride, I would welcome the opportunity to contribute/give back to the community in some way. I feel that participation in Design Review Board doings would be a meaningful step in that direction.

Please consider my application for one of the open seats on the DRB.

Steve

Steven P. Seltz

VP Compensation & Benefits - Americas

Global Head C&B Strategy & Policies

SIEMENS CORPORATION

Email:

Work: steve.seltz@siemens.com

Personal: steveseltz@msn.com

Mobile: +1-201-859-9599

Steven P. Seltz

VP of Compensation and Benefits–Americas and Head of Global C&B Strategies

SIEMENS



Steve is the VP of Compensation and Benefits–Americas and Head of Global C&B Strategies for Siemens Corporation.

Prior to joining Siemens, Steve had more than twenty years of corporate and consulting experience in design and implementation of compensation, benefits, and Human Resource programs. In various roles, Steve has managed and administered employee compensation and benefits, equity, executive compensation, change management/communications, and HRIT programs.

Steve's previous position prior to Siemens was in PricewaterhouseCoopers' HR Effectiveness practice. He also served as Vice President Global Compensation for Lucent Technologies, where he was responsible for overall global compensation strategy, program design and management. Earlier in his career, Steve held positions with Mercer Consulting, Brown-Forman, Arinc Inc., and Mobil Oil in various domestic and international locations.

Steve holds an MBA from the Wharton School at the University of Pennsylvania, a BA from Vassar College, and is a Certified Compensation Professional. He is a faculty member of WorldatWork, a past member of the Board of Directors of that organization, and currently serves on its' Global Advisory Board.

Steve is a frequent domestic and international lecturer. He is a co-author of *Linking Pay to Performance: Designing a Merit Pay Program*, a course/training material for WorldatWork, and *Globalization of the C&B Function*, an employer's guide to global compensation and benefits.

Jane Marinoff

From: Jim Austin <jim@jh-austin.com>
Sent: Thursday, February 18, 2021 4:13 PM
To: Jane Marinoff
Subject: Re: MOUNTAIN VILLAGE'S DESIGN REVIEW BOARD Open Seat Application

Dear Jane:

Thank you for your email and I enjoyed speaking with you. Per your note, I would make the commitment to attend meetings as outlined in CDC 17.2.3.

However, as I mentioned on the phone, I am lecturing (virtually) at the University of Pennsylvania (Wharton) from 10-11am Mountain Time on 3/4--just when you might be wanting to interview candidates. If there is any flexibility, please let me know as I would be available the rest of the day for a call or zoom meeting. If this is just not possible--which I understand--then I hope you will consider me for future DRB openings.

Again, thanks for your time and consideration.
--Jim

On Thu, Feb 18, 2021 at 9:19 AM Jane Marinoff <JMarinoff@mtnvillage.org> wrote:

Dear Mr. Austin, thank you for your interest to serve on the DRB board.

I have attached the Town of Mountain Village Community Development Code (CDC) please review Section 17.2.3 outlining the duties and responsibilities of a DRB member. The DRB will interview all first-time applicants at the DRB meeting on March 4, 2021 and then provide a recommendation to the Town Council. Please be prepared for an informal interview VIA ZOOM and indicate your ability to meet the specified time commitment as outlined in CDC 17.2.3 F. The Design Review Board generally meets on the first Thursday of each month at 10 am with the exception of the April meeting which has been rescheduled as shown on the attached 2021 DRB Meeting Schedule.

Jane Marinoff

Administrative Assistant

Planning & Development Services

Town of Mountain Village
455 Mountain Village Blvd. Suite A

Mountain Village, CO 81435
O :: 970.369.8242 CELL: 970.708.4326

F :: 970.728.4342

I am currently working remotely and monitoring emails/voicemails during regular business hours.

for immediate assistance email: cd@mtnvillage.org, or 970.708.4326

Letter of Intent to Join the Mountain Village Design Review Board, 2021

Jim Austin, 125 Adams Way, Mountain Village

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

- Long-time visitor/new resident: I first came to Telluride in the mid-1980's, spending most winter holidays with my wife's family in their Ski Ranches' home (Dr. and Mrs. George Conger). My wife and I are now building a home for our family in Mountain Village (125 Adams Way) and hope to make this our permanent address.
- Planning/Education/Corporate Background: I obtained a joint Masters in Public Affairs (MPA) and a Masters in Urban and Regional Planning (MURP) from Princeton. Today, I am an Adjunct Assistant Professor, Brown University, School of Professional Studies, where I teach Leadership and Marketing. I am also a Consultant/Lecturer at the Aresty Institute of Executive Education, Wharton (University of Pennsylvania), where I lead seminars on strategic planning, decision-making and execution. Prior to that, I was VP Strategic Development at Baxter Healthcare, a large pharmaceutical and medical device company, focusing on new, global growth opportunities, constantly balancing past initiatives against new, transformative investments.
- Love of the Outdoors: As the Town of MV Home Rule Charter (HRC) Preamble states, "...our Charter should provide measures which safeguard our citizens' life-style, protect the beauty of our natural surroundings, and encourage the recreational nature of our town."¹

¹ Amended 6/28/05

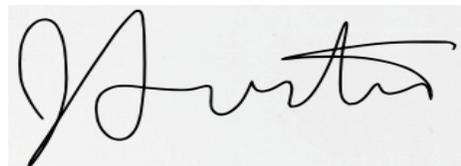
While I am an ardent skier, tennis player, golfer and hiker, I am also aware of the challenges in meeting the HRC's goals...not just today, but in the years to come. More fundamentally, how should the Town balance the desires of current residents with those of new entrants, visitors, and the natural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

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

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

www.jh-austin.com

Thank you for your consideration.

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

Jim Austin

JH Austin Associates, Inc.

jim@jh-austin.com

www.jh-austin.com

312-388-2750



Jim Austin, a former senior executive at Baxter Healthcare, combines business strategy and organizational development theory with extensive industry experience. Jim is a lecturer/consultant at the Aresty Institute of Executive Education, Wharton Business School, where he tailors senior-level seminars for a number of leading entities including SIFMA, Boston Scientific, Coca-Cola, Lincoln Financial, GE, GlaxoSmithKline and Hitachi. Specifically, he leads seminars at Wharton on:

- Finding New Growth Opportunities
- Building a Vision
- Execution and Driving Change
- Improving Strategic Decision-Making
- Scenario Planning and Strategic Agility.

In 2013, Brown University appointed Jim a Senior Lecturer of Healthcare Leadership. He is currently Adjunct Assistant Professor of Health Services, Policy and Practice where he heads a graduate Leadership & Management course. From 1996 through 2016, Jim was a Business Management Professor at the Lake Forest Graduate School of Management where he received the “Most Distinguished Corporate Education Faculty Member” (2009-10) and the “Learning Excellence” (2015) awards. From 2013-2016, he was an Adjunct Faculty in the Department of Health Systems Management, College of Health Sciences, Rush University, where he taught a graduate seminar on Healthcare Ethics. Jim’s book, *Transformative Planning: How Your Healthcare Organization Can Strategize for an Uncertain Future* (Health Administration Press, 2018), helps healthcare leaders drive transformational change.

From 2005–2016, Jim worked at Decision Strategies International, leaving as a Senior Principal. There, he directed numerous projects including scenarios of the future for a medical devices firm, R&D priorities for a major consumer products company, a strategic plan for the American College of Radiology, scenarios of the future for the League of Southeastern Credit Unions, and a new vision and strategic priorities for the national and IL Boards of Volunteers of America (VOA). He now heads his own firm, JH Austin Associates, Inc. (www.jh-austin.com).

Prior to joining Decision Strategies, Jim spent 12 years at Baxter Healthcare, the last four as vice president of strategy development for the Renal Division. At Baxter, Jim identified new business opportunities, facilitated annual strategy planning processes, and worked with senior management on organizational development for this rapidly growing, nearly \$2B Division. Before that, Jim was assistant to the president for ANCHOR HMO, a subsidiary of Rush Medical Center, Chicago. Prior to his move to Chicago, Jim worked as a consultant for Arthur D. Little, Inc., where he led several large-scale planning, business development, and strategic positioning studies. Between college and graduate school, he spent four years as an economist/planning officer in the Ministry of Finance, Botswana.

Jim holds a BA in economics and politics from Yale University. He was a Special Student at the Massachusetts Institute of Technology in the Urban Studies Department; he received a joint Master of Public Affairs (MPA) and Master of Urban and Regional Planning (MURP) from the Woodrow Wilson School, Princeton University. Previously, Jim was chairman of the Strategic Leadership Forum, a board member of the National Kidney Foundation of Illinois, member of the Board of Directors for the University Club of Chicago, treasurer of LaSalle Language Academy, and member of the Admissions Committee for the Latin School of Chicago.

**Mountain Village Design Review Board
Letter of Interest**

Dear Mountain Village Design Review Board,

This serves as my letter of interest in joining the Mountain Village Design Review board as an Alternate Seat. I am a local Architect who has been practicing in the region through various firms as well as my own since 2001. I am familiar with the CDC, Design Guidelines and Design Review Process in the town of Mountain Village and feel my past experience as an applicant and working relationships with town staff would provide a solid asset to the board. I have watched the Design Guidelines evolve in a positive manner over the years and wish to help continue that effort.

Thanks for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. R. Jordan', with a long horizontal flourish extending to the right.

Shane R. Jordan,
Registered Architect, NCARB
Jordan Architects, LLC

Shane R. Jordan

970.708.7050
PO Box 1143
544 Society Drive, Telluride, CO 81435

shanejds9@gmail.com
jordan-architects.com

Professional Licensed Architect, State of Colorado

Experience *Owner / Architect*
Jordan Architects, LLC
Telluride, CO
2001-Present

Project Architect
Sante Architects
Telluride, CO
2013-2020

Project Architect
Bercovitz Design
Telluride, CO
2002-2013

Designer
Studio Frank
Telluride, CO
2001-2002

Community Service *Lawson Hill Board of Directors, 2017 - present*
Lawson Hill Design Review Board, 2004 – present
Habitat for Humanity of Telluride, Board Member, 2010 - 2014

Education *Bachelor of Architecture*
Kansas State University, College of Architecture Planning & Design
Manhattan, KS
Class of 2000

Jane Marinoff

From: Kendra A Wilcox <kendraskitchen52@gmail.com>
Sent: Friday, February 19, 2021 2:48 PM
To: Jane Marinoff
Subject: Letter of Intent/Mtn Village's Design Review Board

Greetings Administration;

Please consider me, Kendra A. Wilcox, as a member of the Design Board for the Town of Mt. Village.

My residency began in Telluride in 1987 to establish Kendra's Kitchen Natural Foods, Inc., www.KendrasKitchen.com, and was a caretaker of one of the first restored homes 34 years ago.

I then served as personal Chef to Ralph & Ricky Lauren and was offered a career relocation to NYC/Polo corporation for design.

I have been employed at the Village Table Restaurant for the past 3 years which I have thoroughly enjoyed and plan to stay on a part time basis. An implementation of a composting, water conservation & recycling system throughout the Mt. Village restaurants would be advantageous for the Community and Market on the Plaza, Mt. Village's Farmer's Market.

Being a TEAM member and visionary; I can contribute to the design board. After graduating from Boston University's CBS program with knowledge of the telecommunication era, I did a market analysis & growth plans of Colorado ski towns and I chose Telluride as my home. 1996 was a real estate purchase of my condo in the sunny Meadows of Mt. Village at the Outlaws condominiums. I have watched and admired the growth of Mt. Village & The Telluride Ski Resort and grateful for All.

Thank you for your consideration and for resume please visit www.KendrasKitchen.com, testimonial and resume link.

Sincerely,
Kendra A. Wilcox
970.708.7759
kendraskitchen52@gmail.com

DRB Meeting Attendance

Member	Term Appointment	Term Expiration	Regular/ Alternate	Absences Per Year (taken from the finalized minutes - through 3/2/21)							2014	Average
				2021	2020	2019	2018	2017	2016	2015		
Scott Bennett - alt	4/1/2019	4/1/2021	Alternate	1	0	N/A	N/A	N/A	N/A	N/A	N/A	0.5
Banks Brown	11/1/2010	4/1/2022	Regular	0	1	4	1	1	4	4	1	2.0
Cath Jett	5/1/2019	4/1/2022	Regular	1	2	3	N/A	N/A	N/A	N/A	N/A	2.0
David Craige	4/1/2015	4/1/2022	Regular	0	4	3	2	3	3	2	N/A	2.4
David Eckman	4/1/2009	4/1/2021	Regular(term up)	3	5	4	4	4	0	0	3	2.9
Greer Garner	4/1/2013	4/1/2021	Regular	0	2	2	3	2	5	1	4	2.4
Liz Caton	5/1/2015	4/1/2021	Regular	1	0	2	2	1	1	0	N/A	1.0
Adam Miller	6/6/2019	4/1/2022	Regular	3	2	1	N/A	N/A	N/A	N/A	N/A	2.0
Ellen Kramer - alt	6/6/2019	4/1/2021	Alternate	0	0	4	N/A	N/A	N/A	N/A	N/A	1.3

Attendance thru 3/4/2021 meeting



**Agenda Item No. 10
PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 369-8250

TO: Mountain Village Town Council

FROM: John Miller, Senior Planner

FOR: Regular Town Council Meeting, March 18, 2021

DATE: March 8, 2021

RE: Second Reading, Public Hearing and Council Vote on an Ordinance considering a rezone and density transfer application to rezone Lot 42B Blue Mesa Lodge, Unit 23-A from an efficiency lodge zoning designation unit to a lodge zoning designation unit.

PROJECT GEOGRAPHY

Legal Description: *Condominium Unit 23-A, Lot 42B, Blue Mesa Lodge Condominiums*
Address: 117 Lost Creek Lane
Owner: The Entrust Administration, Bogna Nowak
Zoning: Village Center
Existing Use: Accommodations and Commercial
Proposed Use: Multi-Family Residential and Commercial
Lot Size: 0.16 Acres

Adjacent Land Uses:

- **North:** Village Center
- **South:** Village Center
- **East:** Village Center
- **West:** Village Center

ATTACHMENTS

- Exhibit A: Applicant's Narrative
- Exhibit B: Proposed Modifications
- Exhibit C: Existing Conditions



CASE SUMMARY:

Keith Brown, acting on behalf of The Entrust Administration, is requesting to rezone Blue Mesa Lodge Unit 23-A from an efficiency lodge zoning designation to a lodge zoning designation. In order to accomplish this request, the unit must meet the rezoning criteria, must fit within the definition of a lodge unit per the Community Development Code (CDC), and acquire the requisite density for the increase in person equivalents. A lodge unit is defined as a two-room space plus a mezzanine with up to two separate baths and a full kitchen.

BLUE MESA LODGES HISTORY

Zoning Designation History of Blue Mesa Lodges:

Blue Mesa Lodges (Lot 42B) were originally platted by the 1992 zoning map and preliminary PUD plat for eight condominiums and four hotels with a total person equivalent of 30 persons.

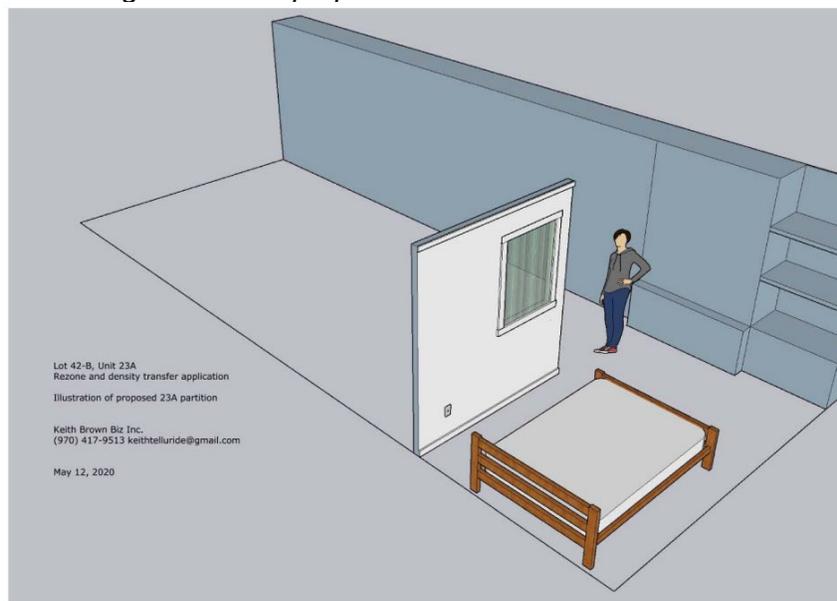
In 1997, Resolution No. 1997-0923-23 rezoned Lot 42B from 10 condominiums which included 18 lock-offs (the lock-offs carried no zoning designation or person equivalent, they were considered bedrooms to the condominium units), to 28 efficiency lodge units with a total of 14-person equivalent density. The Town allowed for parking to remain at 10 spaces, as a pre-existing condition and waived the additional four required parking spaces. The Town approved of the rezoning for the building as is, meaning that no interior or exterior alterations were required.

The condominium map unit configuration illustrates the units were labeled as Units A, B & C, units, for example, 20A, 20B, and 20C. These units had doors that connected the units between them. Each unit also had a door to the hallway so that they could be rented separately or used together. The most typical configuration was a former condominium unit and two lock-off bedrooms. In two cases, the 1998 condominium map only illustrated a unit A & B suite (no C unit).

Rezone and Parking History of Unit 23-A:

Unit 23-A was purchased by The Entrust Administration in July of 2004. According to the applicant's narrative - since the purchase of the property the unit has been used almost exclusively as a long-term rental. The condominium map for Blue Mesa Lodge demonstrates the overall floor area of the unit at 424.7 sq. ft. In addition to the living area, there is also a 45 square foot exterior deck, a full kitchen that includes an oven with 4 burner range, a full-sized microwave, and a full-size refrigerator/freezer. The owners own a deeded interest in parking within the BML parking garage to meet the parking requirement of ½ a parking space. To meet the density requirements, the applicants will acquire 0.25 units of density from a neighboring unit for this rezone.

Figure 1. Unit 23-A configuration and proposed modifications



CRITERIA, ANALYSIS, AND FINDINGS

The criteria for the decision to evaluate a variance and/or rezone that changes the zoning designation and/or density allocation assigned to a lot is listed below. The following criteria must be met for the review authority to approve the applications:

Chapter 17.4: DEVELOPMENT REVIEW PROCEDURES

17.4.9: Rezoning Process

(***)

3. Criteria for Decision: (***)
 - a. The proposed rezoning is in general conformance with the goals, policies, and provisions of the Comprehensive Plan;

Blue Mesa Lodge is not contemplated for redevelopment or future visioning in the Comprehensive Plan and is simply mapped as within the Village Center Zone District which allows for broad uses. The application conforms with Mountain Village Center Subarea Plan Principles, Policies, and Actions L., "Encourage deed-restricted units and full-time residency in Mountain Village Center, with provisions such as smaller units, the creation of a better sense of community, and other creative options."

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

The Zoning and Land Use Regulations allow for the requested rezone from efficiency lodge to lodge provided these criteria are met and the unit meets the definition of a lodge unit. Generally speaking, the Village Center zoning designation allows for lodge units as a permitted use consistent with the Land Use Regulations.

It should be noted that because the current configuration of the space does not include physical separation of the bedroom and living room area, that in order to meet the intent of the definition of lodge, there will be a required installation of a partition wall to separate the spaces (see Figure 1). The applicants will also be required to demonstrate the modifications staff would require prior to the finalization of the rezoning process. This includes the installation of a partition wall, fire sprinklers, and smoke detectors. The Town Council has determined that a reconfiguration of an efficiency lodge unit in this manner, meets the definition of a lodge unit for the purposes of a rezone application.

- c. The proposed rezoning meets the Comprehensive Plan project standards;

There are no specific Comprehensive Plan project standards for Blue Mesa Lodge, thus, this criterion is not applicable.

- d. The proposed rezoning is consistent with public health, safety, and welfare, as well as efficiency and economy in the use of land and its resources;

The proposed rezoning presents no public health, safety or welfare issues and is an efficient use of what is a mixed-use building carrying residential attributes. Building code requirements are being as a condition of approval.

- e. The proposed rezoning is justified because there is an error in the current zoning, [and/or] there have been changes in conditions in the vicinity [and/] or there are specific policies in the Comprehensive Plan that contemplate the rezoning;

The proposed rezone is due to a change in condition in the vicinity, namely recent education and voluntary compliance regarding efficiency lodge zoning designations.

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

No additional public facilities are needed for the rezoning thus, they are adequate.

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

No change or negative impact.

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

The conditions of approval address applicable town regulations that otherwise need to be met such as:

- 1) *The provision of a partition wall as part of the conditions of approval, and associated building code requirements, the application meets the definition of a lodge zoning designation.*
- 2) *The purchase of the additional 0.25-person equivalent density*

17.4.10: Density Transfer Process

(***)

D. Criteria for Decision

(***)

2. Class 4 Applications. The following criteria shall be met for the Review Authority to approve a density transfer.

- a. The criteria for decision for a rezoning are met since such density transfer must be processed concurrently with a rezoning development application (except for MPUD development applications);
- b. The density transfer meets the density transfer and density bank policies; and.
- c. The proposed density transfer meets all applicable Town regulations and standards.

Affirmed.

STAFF ANALYSIS

The owner is proposing modifications to the space in order to provide for a 2/3 partition wall between the living room area and bedroom area in order to create two rooms consistent with the lodge definition and past approved applications. At the time this construction is completed, then the proposed layout would be compliant. The applicants currently comply with the CDC parking requirements. The owners are required to purchase an additional 0.25-person equivalent to comply with the 0.75-person equivalent density requirements for a lodge unit prior to any

finalization of the rezone request. Blue Mesa Lodges has never had onsite property management or amenities that would indicate accommodations use like a hotel, therefore, meeting the rezone criteria. Since Blue Mesa Lodges is also not identified in the Comprehensive Plan for redevelopment, rezoning the efficiency lodge unit to one lodge unit meets the Town criteria for a rezone application related to conformance with the Comprehensive Plan.

DESIGN REVIEW BOARD RECOMMENDATION: The Design Review Board reviewed the application for rezoning and density transfer for Lot 42B, Unit 23-A at their February 4, 2021, Regular Meeting and voted 7-1 to recommend approval to Town Council with staffs' recommended conditions.

RECOMMENDED MOTION: The Town Council may approve, continue, deny or request modifications to the application regarding the proposed Density Transfer and Rezone for Unit 23-A, Lot 42B.

Motion for Approval: *I move to approve a second reading of an Ordinance regarding the rezone and density transfer application for Lot 42B, Blue Mesa Lodge Unit 23-A to rezone the subject unit from an efficiency lodge zoning designation to a Lodge zoning designation with the following findings and conditions as noted in the staff report of record dated March 8, 2021:*

Findings:

- 1. At the time the requisite required density of .25 person equivalents is acquired, the applicant will meet the density required to execute a rezone from efficiency lodge to lodge zoning designation.*
- 2. At the time the modifications to the unit, including the installation of the partition wall as shown, are complete, the applicant will meet the required definition of a Lodge Unit per the CDC. A 2/3 partition wall meets the definition of creating two rooms consistent with the definition of a lodge zoning designation unit.*
- 3. Blue Mesa Lodge is not identified in the Comprehensive Plan for redevelopment.*

Conditions:

- 1. The applicant should work with the Blue Mesa HOA to update the declarations to recognize Unit 23-A as one Lodge unit.*
- 2. The Lot list shall be updated to reflect the rezone from one efficiency lodge unit to one lodge unit.*
- 3. The applicant shall demonstrate the required requisite density has been acquired prior to recording the associated ordinance rezoning Unit 23-A from efficiency lodge to lodge unit.*
- 4. The applicant shall obtain a building permit and complete the proposed modifications prior to recording the associated ordinance rezoning Unit 23-A from efficiency lodge to lodge unit.*

This motion is based on the evidence and testimony provided at the regular meeting held on March 18, 2021, with notice of such hearing as required by the Community Development Code.



REZONING/DENSITY TRANSFER APPLICATION

Planning & Development Services
 455 Mountain Village Blvd.
 Mountain Village, CO 81435
 970-728-1392
 970-728-4342 Fax
 cd@mtnvillage.org

Revised 1.3.2020

REZONING/DENSITY TRANSFER APPLICATION			
APPLICANT INFORMATION			
Name: Keith Brown, Keith Brown Biz Inc.		E-mail Address: keithtelluride@gmail.com	
Mailing Address: 117 Lost Creek Lane, #41-A,		Phone: 970 4176 9513	
City: Mountain Village,	State: CO	Zip Code: 81435	
Mountain Village Business License Number: 001049			
PROPERTY INFORMATION			
Physical Address: Lot 42B, Unit 23A, 117 Lost Creek Lane MV		Acreage: n/a	
Zone District: MV Center	Zoning Designations: efficiency lodge	Density Assigned to the Lot or Site: 0.5	
Legal Description: CONDO UNIT 23A BLUE MESA LODGE CONDO ACC TO MAP REC IN PLAT BK 1 PAGE 2423 AND AMENDED DECLARATION REC IN BK 586 PAGE 258 AND THE FIRST AMENDMENT TO AMENDED			
Existing Land Uses: efficiency lodge			
Proposed Land Uses: Lodge zoning			
OWNER INFORMATION			
Property Owner: Bogna Nowak, The Entrust Administration		E-mail Address: skindoctor725@hotmail.com	
Mailing Address: 4564 EAST MCNEIL STREET		Phone: 480 310 2801	
City: Phoenix	State: az	Zip Code: 85044	
DESCRIPTION OF REQUEST			
<p>Request to rezone to Lodge. 0.25 density will be purchased from Julie and Justin Peeler, Density Certificate is Number 053, dated April 09, 2020. The owner has 1/3 and 1/3 parking share in Lot 42 parking space 35 and 1/3 parking share in space 36 for a total of 1 full parking space ownership. A partition wall will be installed to meet the Lodge requirement.</p>			

Keith Brown Biz Inc.
 117 Lost Creek Lane, Apt 41-A
 Mountain Village, CO 81435 (970) 417-9513

May 12, 2020

Development Narrative for the Rezone to a Lodge designation of Apt. 23-A, 117 Lost Creek Lane, Lot 42-B, Mountain Village, CO 81435

I am the Owner Agent for Bogna Nowak, Beneficiary of the Entrust Administration Inc., for an application for the Rezone to a Lodge designation of Apt. 23-A.

The owner seeks a Rezone to a Lodge designation so the designation is in conformance with the physical attributes and intended uses of the property. The owner purchased on 7.19.2004 on the basis the property was a Residential Condo. She would not have purchased if an Efficiency Lodge designation had been known. The owner learned her condo had an Efficiency Lodge designation on May 14, 2019.

20-B condo is 425 square feet with a 28 square foot deck. The condo has been used exclusively for long-term rentals. The tenant is a photographer employed by Telski and the Telluride Tourism Board.

The owners intend to install a partition wall in accordance with the December 9, 2019 Room interpretation as it relates to zoning designation definitions. The owner Bogna Nowak owns at Blue Mesa Lodge parking totalling one unit parking. The owner is willing to re-allocate parking ownership to meet the half parking space required for the rezone of 23-A.

The owner is applying for another property rezone at this time, Apt. 23-B, Lot 42-B.

The application meets the applicable criteria for a Rezone to a Lodge designation as follows:

A. The proposed rezoning is in General Conformance with the goals, policies and provisions of the Comprehensive Plan (CP) because:

- A Lodge designation of 23-A will help promote a rich social fabric within the community (page 9 CP) by allowing the continued use of the condo for locally employed housing meeting the goal of where "small-town values are important and people can make social and emotional connections."
- A Lodge designation of 23-A is in compliance with the intended mixed-use of the Village Center Zone District.

B. The proposed rezoning is consistent with the Zoning and Land Use Regulations because:

- The Lodge designation is in keeping with the Land Use Plan Policy (page 39 CP) for a Mixed-Use Center.

- Given the prior use, the applicant believes a designation of Lodge is appropriate and reasonable for 23-A

C. The proposed rezoning meets the Comprehensive Plan project standards because:

- The 23-A building was designed, approved, built and managed as a Residential Condominium property.

D. The proposed rezoning is consistent with public health, safety and welfare as well as the efficiency and economy in the use of land and its resources because:

- The 23-A building was designed and approved as a residential condominium building and is physically suitable for Lodge use.
- A Lodge designation provides for a higher property valuation and range of use. That in turn helps create pride of ownership and a willingness to upgrade and improve the property beyond interior condo renovations.

The 23-A owners, along with the other owners of the property made substantial financial and personal contributions in upgrading and maintaining not only condominium interiors but also the building and plaza infrastructure. A partial list of infrastructure improvements includes garage fireproofing (2019), roof drainage, a snow melt system, heat tape safety circuit breakers (2009-2017), extensive waterproofing and plaza repairs (2016) and building structural repairs from snow melt salt damage (2009-10). Additionally the property owners allowed the town an easement to install the Sunset Plaza snow melt system and another easement allowing the town to use delivery vehicles across HOA property.

E. The proposed rezoning is justified because there are the following errors in the current zoning:

- 23-A condo as well as other units in the property have been used as long-term residences since the original construction. The history of the property is mixed-use, with long-term occupancy in multiple units, including 23-A. The original Lot 42 plat was and is for Condominium-Commercial, not Efficiency Lodge-Commercial use. Blue Mesa Lodge Lot 42-B had Residential Condominium designation for the first decade, until the 1998 Town resolution that changed the condominiums to Efficiency Lodge designation. There was no removal of full kitchens and no enforcement of the parking obligations in 1998 or afterwards.
- The 1997 application for conversion to Efficiency Lodge was at the request of the developer/declarant and not by a properly constituted HOA on behalf of Owners. The developer/declarant then recorded a misleading amended declaration (recording nbr 321574) as part of the HOA governing documents. The amended declaration stated the conversion was from a Residential Condo designation to a 'Residential Studio Apartment' designation 'for Residential use', which is a designation that did not and does not exist. The full chain of buyers (23 past & present owners contacted) thinking they had purchased Residential Condos. In sum, the rezone to Efficiency Lodge appears in error because the purchases and uses were for Residential Condominium.

F. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion because:

- The owner has parking ownership of 1 unit parking in total at the property.

G. The proposed rezoning meets all applicable Town regulations and standards because:

- The subject property was constructed to a Residential Condo standard.
- The Lodge designation allows for the intended use.

We want to thank town Planning and Town Council for considering this application and for the Council direction for the town to consider waiving related application fees.

Thank you,

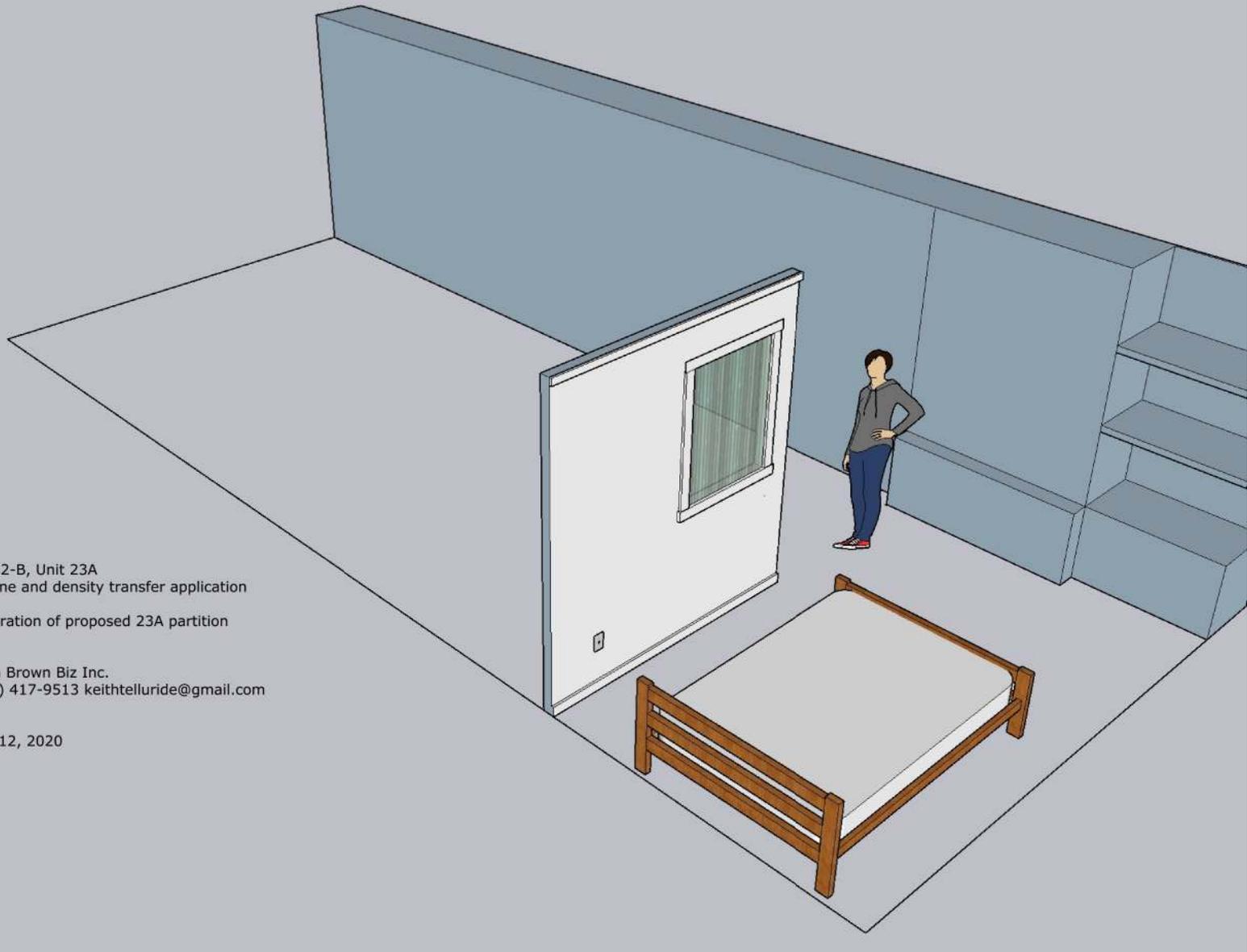
Most Sincerely, Keith Brown, Keith Brown Biz Inc. for Bogna Nowak, Beneficiary of the Entrust Administration Inc.

Lot 42-B, Unit 23A
Rezone and density transfer application

Illustration of proposed 23A partition

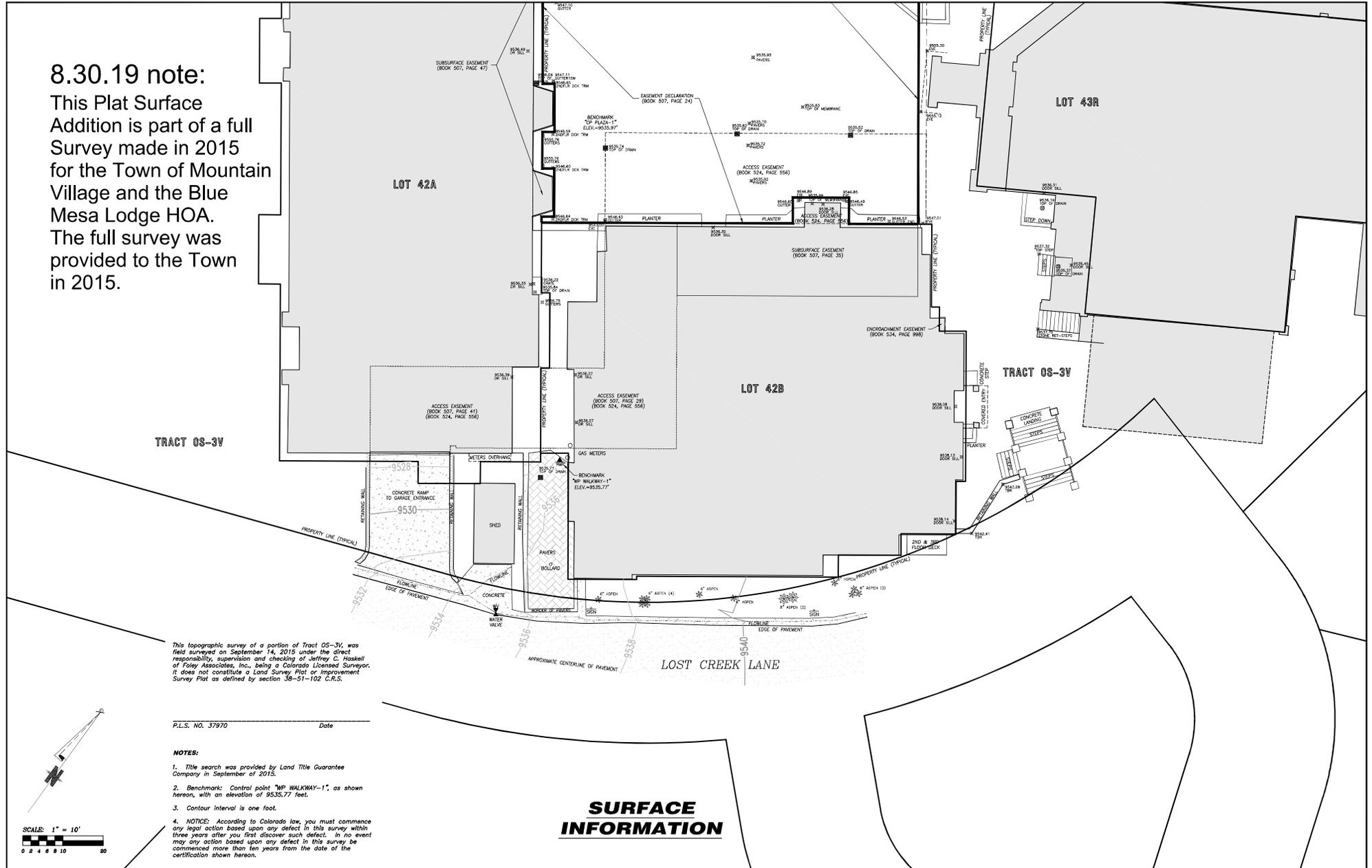
Keith Brown Biz Inc.
(970) 417-9513 keithtelluride@gmail.com

May 12, 2020



8.30.19 note:

This Plat Surface Addition is part of a full Survey made in 2015 for the Town of Mountain Village and the Blue Mesa Lodge HOA. The full survey was provided to the Town in 2015.



This topographic survey of a portion of Tract OS-3V, was field surveyed on September 14, 2015 under the direct responsibility, supervision and checking of Jeffrey C. Haskell of Foley Associates, Inc., being a Colorado Licensed Surveyor. It does not constitute a Land Survey Plat or Improvement Survey Plat as defined by section 38-51-102 C.R.S.

P.L.S. No. 37970 Date

- NOTES:**
- Title search was provided by Land Title Guarantee Company in September of 2015.
 - Benchmark: Control point "WP WALKWAY-1", as shown hereon, with an elevation of 9535.77 feet.
 - Contour interval is one foot.
 - 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.



SURFACE INFORMATION

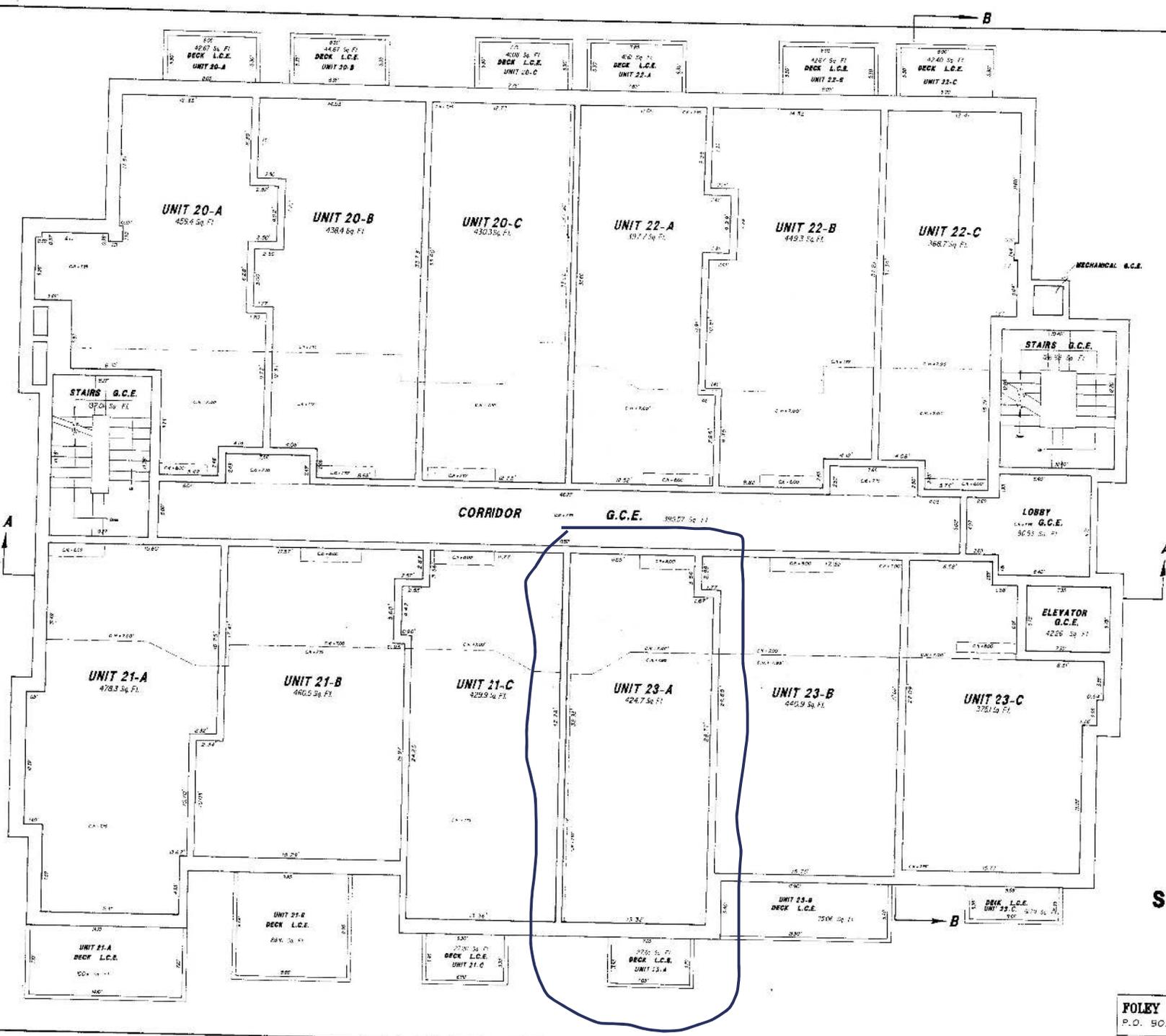
**Existing Conditions for
The Gondola Plaza Parking Condominium**

Project Mgr:	JH	DATE	DESCRIPTION	DATE	BY
Technician:	MC				
Technician:					
Checked by:	KV				
Start date:	09/14/2015				

FOLEY ASSOCIATES, INC.
 970-728-6153 970-728-6050 fax
 P.O. BOX 1385
 125 W. PACIFIC, SUITE B-1
 TELLURIDE, COLORADO 81435
 Drawing path: cwg\93007 Surface Addition 09-15.dwg
 Sheet# 1 of 1 Project # 93007

1-2429

7/12



SECOND FLOOR PLAN

FOLEY ASSOCIATES, INC. ENGINEERING & SURVEYING
 P.O. BOX 1385 TELLURIDE, COLORADO 81435 303-728-6153
 SHEET 1 OF 10

ORDINANCE NO. 2021-__

ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING A REZONE AND DENSITY TRANSFER TO CONVERT BLUE MESA LODGES UNIT 23-A FROM AN EFFICIENCY LODGE ZONING DESIGNATION UNIT TO A LODGE ZONING DESIGNATION UNIT, LOT 42B.

RECITALS

- A. The Entrust Administration (“**Owner**”) has submitted to the Town a rezoning and density transfer development application for a rezone of Unit 23-A, Blue Mesa Lodge Condominiums (Lot 42B) (“**Property**”) from one efficiency lodge zoning designation unit to one lodge zoning designation unit (“**Application**”); pursuant to the requirements of the Community Development Code (“**CDC**”).
- B. Owner is the owner of the Property, and the associated development rights and density allocated to the Property.
- C. The proposed rezoning and density transfer is to convert one efficiency lodge zoning designation unit into one lodge zoning designation unit pursuant to the requirements of the CDC.
- D. In order to rezone the Property, Owner needs an additional .25-person equivalent density to satisfy the CDC requirements. Owner intends to purchase the required .25-person equivalent density prior to the recordation of this ordinance.
- E. Owner of the Property meets the parking requirement of at least 0.5 parking spaces.
- F. The Property has the following zoning designations pursuant to the Official Land Use and Density Allocation List and zoning as set forth on the Town Official Zoning Map:

Figure 1. Current Zoning Designation for 23-A, Lot 42B Blue Mesa Lodge Condominiums

Unit No.	Zone District	Zoning Designation	Actual Units	Person Equivalent
23-A	Village Center	Efficiency Lodge	1	.5

Figure 2. Proposed Zoning Designation

Unit No.	Zone District	Zoning Designation	Actual Units	Person Equivalent
23-A	Village Center	Lodge	1	.75 ¹

¹ As noted above the deficient density of .25 will be acquired by Owner of the Property, prior to recordation of this ordinance.

Figure 3. Lot 42B Current Zoning Designation for the Property

Lot	Zone District	Zoning Designation	Actual Units	Person Equivalent	Total Person Equivalent
42B	Village Center	Efficiency Lodge	16	.5	8
	Village Center	Lodge	7	.75	5.25
	Village Center	Commercial	n/a	n/a	n/a

Figure 4. Lot 42B Proposed Zoning Designation for the Property

Lot	Zone District	Zoning Designation	Actual Units	Person Equivalent	Total Person Equivalent
42B	Village Center	Efficiency Lodge	15	.5	7.5
	Village Center	Lodge	8	.75	6.0
	Village Center	Commercial	n/a	n/a	n/a

- G. At a duly noticed public hearing held on February 4, 2021, the DRB considered the Applications, testimony, and public comment and recommended to the Town Council that the Applications be approved with conditions pursuant to the requirement of the CDC by a 7-1 vote, Eckman dissenting.
- H. At its regularly scheduled meeting held on February 18, 2021 the Town Council conducted a first reading of an ordinance and set a public hearing, pursuant to the Town Charter.
- I. On March 18, 2021, Town Council held a second reading and public hearing on the ordinance and approved with conditions the Application.
- J. The meeting held on February 4, 2021 was duly publicly noticed as required by the CDC Public Hearing Noticing requirements, including but not limited to notification of all property owners within 400 feet of the Property, posting of a sign and posting on the respective agendas.
- K. The Town Council hereby finds and determines that the Applications meet the Rezoning Process Criteria for Decision as provided in CDC Section 17.4.9(D) as follows:

Rezoning Findings

1. The proposed rezoning is in general conformance with the goals, policies and provisions of the Comprehensive Plan.
 2. The proposed rezoning is consistent with the Zoning and Land Use Regulations.
 3. The proposed rezoning meets the Comprehensive Plan project standards.
 4. The proposed rezoning is consistent with public health, safety and welfare, as well as efficiency and economy in the use of land and its resources.
 5. The proposed rezoning is justified because there is an error in the current zoning, there have been changes in conditions in the vicinity or there are specific policies in the Comprehensive Plan that contemplate the rezoning.
 6. Adequate public facilities and services are available to serve the intended land uses.
 7. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion.
 8. The proposed rezoning meets all applicable Town regulations and standards.
- L. The Town Council finds that the Applications meet the Rezoning Density Transfer Process criteria for decision contained in CDC Section 17.4.10(D)(2) as follows:

Findings:

1. At the time the requisite required density of .25 person equivalents is acquired, the Owner will meet the density required to execute a rezone from efficiency lodge to lodge zoning designation.
2. At the time the modifications to the unit, including the installation of the partition wall as shown, are complete, Owner will meet the required definition of a Lodge Unit per the CDC. A 2/3 partition wall meets the definition of creating two rooms consistent with the definition of a lodge zoning designation unit.
3. Blue Mesa Lodge is not identified in the Comprehensive Plan for redevelopment.

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL HEREBY APPROVES THE APPLICATION SUBJECT TO THE FOLLOWING CONDITIONS.

1. Owner should work with the Blue Mesa HOA to update the declarations to recognize Property as one Lodge unit.
2. The Lot list shall be updated to reflect the rezone from one efficiency lodge unit to one lodge unit.
3. Owner shall demonstrate the required requisite density has been acquired prior to recording the associated ordinance rezoning the Property from efficiency lodge to lodge unit.
4. Owner shall obtain a building permit and complete the proposed modifications prior to recording the associated ordinance rezoning the Property from efficiency lodge to lodge unit.

Section 1. Effect on Zoning Designations

- A. This Ordinance does not change any other zoning designation on the Properties it only affects Unit 23-A.

Section 2. Ordinance Effect

All ordinances, of the Town, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed, replaced and superseded to the extent only of such inconsistency or conflict.

Section 3. Severability

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

Section 4. Effective Date

This Ordinance shall become effective on March 18, 2021 following public hearing and approval by Council on second reading.

Section 5. Public Hearing

A public hearing on this Ordinance was held on the 18th of March 2021 and conducted electronically pursuant to Mountain Village's Resolution No. 2020-0514-10.

INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 18th day of February 2021.

TOWN OF MOUNTAIN VILLAGE

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

By: _____
Laila Benitez, Mayor

ATTEST:

Susan Johnston, Town Clerk

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this 18th day of March 2021

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

By: _____
Laila Benitez, Mayor

ATTEST:

Susan Johnston, Town Clerk

Approved as To Form:

Paul Wisor, Town Attorney

I, Susan Johnston, the duly qualified and acting Town Clerk of the Town of Mountain Village, Colorado ("Town") do hereby certify that:

1. The attached copy of Ordinance No. _____ (“Ordinance”) is a true, correct and complete copy thereof.

2. The Ordinance was introduced, read by title, approved on first reading with minor amendments and referred to public hearing by the Town Council the Town (“Council”) at a regular meeting held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on _____, 2021, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	“Yes”	“No”	Absent	Abstain
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Martinique Davis Prohaska				
Peter Duprey				
Patrick Berry				
Natalie Binder				
Jack Gilbride				

3. After the Council’s approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on _____, 2021 in accordance with Section 5.2b of the Town of Mountain Village Home Rule Charter.

4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on _____, 2021. At the public hearing, the Ordinance was considered, read by title, and approved without amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	“Yes”	“No”	Absent	Abstain
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Martinique Davis Prohaska				
Peter Duprey				
Patrick Berry				
Natalie Binder				
Jack Gilbride				

5. The Ordinance has been signed by the Mayor, sealed with the Town seal, attested by me as Town Clerk, and duly numbered and recorded in the official records of the Town.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this ____ day of _____, 2021.

Susan Johnston, Town Clerk

(SEAL)



**Agenda Item No. 11
PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 369-8250

TO: Mountain Village Town Council

FROM: John Miller, Senior Planner

FOR: Regular Town Council Meeting, March 18, 2021

DATE: March 10, 2021

RE: Second Reading, Public Hearing and Council Vote on an Ordinance considering a rezone and density transfer application to rezone Lot 42B Blue Mesa Lodge, Unit 23-B from an efficiency lodge zoning designation unit to a lodge zoning designation unit.

PROJECT GEOGRAPHY

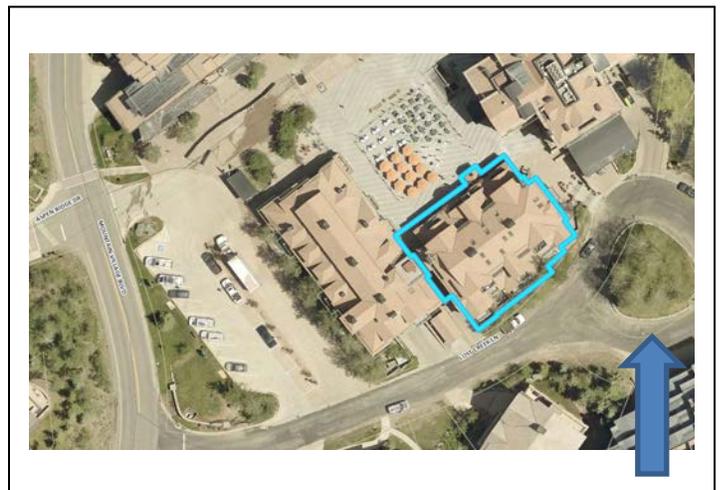
Legal Description: *Condominium Unit 23-B, Lot 42B Blue Mesa Lodge Condominiums*
Address: 117 Lost Creek Lane
Owner: Blue Mesa 23B Family LTD, Bogna Nowak
Zoning: Village Center
Existing Use: Accommodations and Commercial
Proposed Use: Multi-Family Residential and Commercial
Lot Size: 0.16 Acres

Adjacent Land Uses:

- **North:** Village Center
- **South:** Village Center
- **East:** Village Center
- **West:** Village Center

ATTACHMENTS

- Exhibit A: Applicant's Narrative
- Exhibit B: Proposed Modifications
- Exhibit C: Existing Conditions



CASE SUMMARY:

Keith Brown, acting on behalf of Blue Mesa 23B Family LTD, is requesting to rezone Blue Mesa Lodge Unit 23-B from an efficiency lodge zoning designation to a lodge zoning designation. In order to accomplish this request, the unit must meet the rezoning criteria, must fit within the definition of a lodge unit per the Community Development Code (CDC), and acquire the requisite density for the increase in personal equivalents. A lodge unit is defined as a two-room space plus a mezzanine with up to two separate baths and a full kitchen.

BLUE MESA LODGES HISTORY

Zoning Designation History of Blue Mesa Lodges:

Blue Mesa Lodges (Lot 42B) were originally platted by the 1992 zoning map and preliminary PUD plat for eight condominiums and four hotels with a total person equivalent of 30 persons.

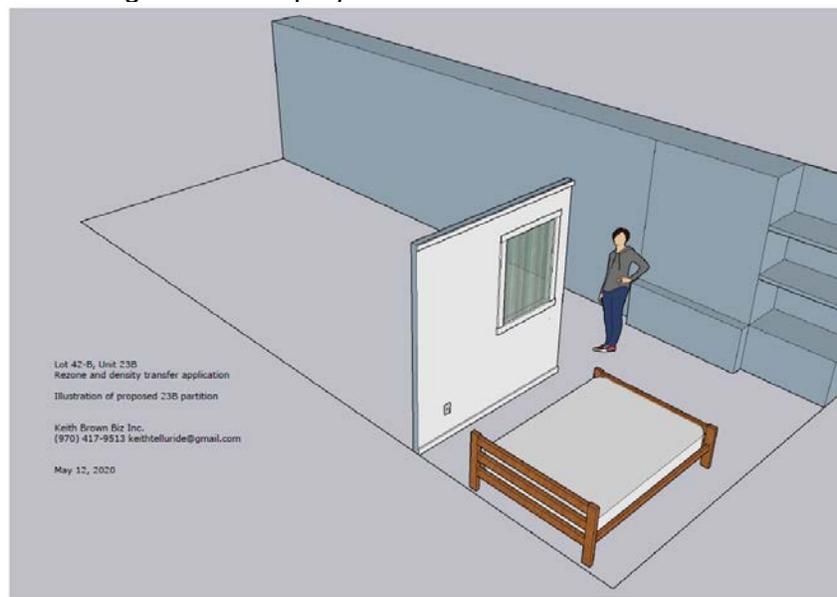
In 1997, Resolution No. 1997-0923-23 rezoned Lot 42B from 10 condominiums which included 18 lock-offs (the lock-offs carried no zoning designation or person equivalent, they were considered bedrooms to the condominium units), to 28 efficiency lodge units with a total of 14-person equivalent density. The Town allowed for parking to remain at 10 spaces, as a pre-existing condition and waived the additional four required parking spaces. The Town approved of the rezoning for the building as is, meaning that no interior or exterior alterations were required.

The condominium map unit configuration illustrates the units were labeled as Units A, B & C, units, for example, 20A, 20B, and 20C. These units had doors that connected the units between them. Each unit also had a door to the hallway so that they could be rented separately or used together. The most typical configuration was a former condominium unit and two lock-off bedrooms. In two cases, the 1998 condominium map only illustrated a unit A & B suite (no C unit).

Rezone and Parking History of Unit 23-B:

Unit 23-B was purchased by Blue Mesa 23B Family LTD in July of 2004 (at the same time as Unit 23-A). According to the applicant's narrative - since the purchase of the property the unit has been used almost exclusively as a long-term rental. The condominium map for Blue Mesa Lodge demonstrates the overall floor area of the unit at 424.7 sq. ft. In addition to the living area, there is also a 45 square foot exterior deck, a full kitchen that includes an oven with 4 burner range, a full-sized microwave, and a full-size refrigerator/freezer. .. The owners own a deeded interest in parking within the BML parking garage to meet the parking requirement of ½ a parking space. To meet the density requirements, the applicants will acquire 0.25 units of density from a neighboring unit for this rezone.

Figure 1. Unit 23-B configuration and proposed modifications



CRITERIA, ANALYSIS, AND FINDINGS

The criteria for the decision to evaluate a variance and/or rezone that changes the zoning designation and/or density allocation assigned to a lot is listed below. The following criteria must be met for the review authority to approve the applications:

Chapter 17.4: DEVELOPMENT REVIEW PROCEDURES

17.4.9: Rezoning Process

(***)

3. Criteria for Decision: (***)
- a. The proposed rezoning is in general conformance with the goals, policies, and provisions of the Comprehensive Plan;

Blue Mesa Lodge is not contemplated for redevelopment or future visioning in the Comprehensive Plan and is simply mapped as within the Village Center Zone District which allows for broad uses. The application conforms with Mountain Village Center Subarea Plan Principles, Policies, and Actions L., "Encourage deed-restricted units and full-time residency in Mountain Village Center, with provisions such as smaller units, the creation of a better sense of community, and other creative options."

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

The Zoning and Land Use Regulations allow for the requested rezone from efficiency lodge to lodge provided these criteria are met and the unit meets the definition of a lodge unit. Generally speaking, the Village Center zoning designation allows for lodge units as a permitted use consistent with the Land Use Regulations.

It should be noted that because the current configuration of the space does not include physical separation of the bedroom and living room area, that in order to meet the intent of the definition of lodge, there will be a required installation of a partition wall to separate the spaces (see Figure 1). The applicants will also be required to demonstrate the modifications staff would require prior to the finalization of the rezoning process. This includes the installation of a partition wall, fire sprinklers, and smoke detectors. The Town Council has determined in the past that a reconfiguration of an efficiency lodge unit could allow the unit to meet the requirements of a lodge unit and can be conditioned as part of any future approval.

- c. The proposed rezoning meets the Comprehensive Plan project standards;

There are no specific Comprehensive Plan project standards for Blue Mesa Lodge, thus, this criterion is not applicable.

- d. The proposed rezoning is consistent with public health, safety, and welfare, as well as efficiency and economy in the use of land and its resources;

The proposed rezoning presents no public health, safety or welfare issues and is an efficient use of what is a mixed-use building carrying residential attributes.

- e. The proposed rezoning is justified because there is an error in the current zoning, [and/or] there have been changes in conditions in the vicinity [and/] or there are specific policies in the Comprehensive Plan that contemplate the rezoning;

The proposed rezone is due to a change in condition in the vicinity, namely recent education and voluntary compliance regarding efficiency lodge zoning designations.

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

No additional public facilities are needed for the rezoning thus, they are adequate.

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

No change or negative impact.

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

The conditions of approval address applicable town regulations that otherwise need to be met such as:

- a. *The provision of a partition wall as part of the conditions of approval, and associated building code requirements, the application meets the definition of a lodge zoning designation.*
- b. *The purchase of the additional 0.25-person equivalent density*

17.4.10: Density Transfer Process

(***)

D. Criteria for Decision

(***)

2. Class 4 Applications. The following criteria shall be met for the Review Authority to approve a density transfer.

- a. The criteria for decision for a rezoning are met since such density transfer must be processed concurrently with a rezoning development application (except for MPUD development applications);
- b. The density transfer meets the density transfer and density bank policies; and.
- c. The proposed density transfer meets all applicable Town regulations and standards.

Affirmed.

STAFF ANALYSIS

The owner is proposing modifications to the space in order to provide for a 2/3 partition wall between the living room area and bedroom area in order to create two rooms consistent with the lodge definition. At the time this construction is completed, then the proposed layout would be compliant. This configuration is consistent with past approved Blue Mesa Lodge rezone applications. The applicants currently comply with the CDC parking requirements for Unit 23-B. With a total of 0.5-person equivalent density assigned to Unit 23-B, the owners will be required to

purchase an additional 0.25-person equivalent to comply with the 0.75-person equivalent density requirements for a lodge unit prior to any finalization of the rezone request. Blue Mesa Lodges has never had onsite property management or amenities that would indicate accommodations use like a hotel therefore meeting the rezone criteria. Since Blue Mesa Lodges is also not identified in the Comprehensive Plan for redevelopment, rezoning the efficiency lodge unit to one lodge unit meets the Town criteria for a rezone application related to conformance with the Comprehensive Plan.

DESIGN REVIEW BOARD RECOMMENDATION: The Design Review Board reviewed the application for rezoning and density transfer for Lot 42B, Unit 23-B at their February 4, 2021, Regular Meeting and voted 7-1 to recommend approval to Town Council with staffs' recommended conditions.

RECOMMENDED MOTION: The Town Council may approve, continue, deny or request modifications to the application regarding the proposed Density Transfer and Rezone for Unit 23-B, Lot 42B.

Motion for Approval: *I move to approve a second reading of an Ordinance regarding the rezone and density transfer application for Lot 42B, Blue Mesa Lodge Unit 23-B to rezone the subject unit from an efficiency lodge zoning designation to a Lodge zoning designation with the following findings and conditions as noted in the staff report of record dated March 10, 2021:*

Findings:

- 1. At the time the requisite required density of .25 person equivalents is acquired, the applicant will meet the density required to execute a rezone from efficiency lodge to lodge zoning designation.*
- 2. At the time the modifications to the unit, including the installation of the partition wall as shown, are complete, the applicant will meet the required definition of a Lodge Unit per the CDC. A 2/3 partition wall meets the definition of creating two rooms consistent with the definition of a lodge zoning designation unit.*
- 3. Blue Mesa Lodge is not identified in the Comprehensive Plan for redevelopment.*

Conditions:

- 1. The applicant should work with the Blue Mesa HOA to update the declarations to recognize Unit 23-B as one Lodge unit.*
- 2. The Lot list shall be updated to reflect the rezone from one efficiency lodge unit to one lodge unit.*
- 3. The applicant shall demonstrate the required requisite density has been acquired prior to recording the associated ordinance rezoning Unit 23-B from efficiency lodge to lodge unit.*
- 4. The applicant shall obtain a building permit and complete the proposed modifications prior to recording the associated ordinance rezoning Unit 23-B from efficiency lodge to lodge unit.*

This motion is based on the evidence and testimony provided at the regular meeting held on March 18, 2021, with notice of such hearing as required by the Community Development Code.

/JJM

Keith Brown Biz Inc.
 117 Lost Creek Lane, Apt 41-A
 Mountain Village, CO 81435 (970) 417-9513

May 12, 2020

Development Narrative for the Rezone to a Lodge designation of Apt. 23-B, 117 Lost Creek Lane, Lot 42-B, Mountain Village, CO 81435

I am the Owner Agent for Bogna Nowak, Trustee of the Blue Mesa 23B Family Limited Partnership for an application for the Rezone to a Lodge designation of Apt. 23-B.

The owner seeks a Rezone to a Lodge designation so the designation is in conformance with the physical attributes and intended uses of the property. The owner purchased on 7.19.2004 on the basis the property was a Residential Condo. She would not have purchased if an Efficiency Lodge designation had been known. The owner learned her condo had an Efficiency Lodge designation on May 14, 2019.

20-B condo is 440.9 square feet with a 75 square foot deck. The condo has been used exclusively for long-term rentals.

The owners intend to install a partition wall in accordance with the December 9, 2019 Room interpretation as it relates to zoning designation definitions. The owner Bogna Nowak owns at Blue Mesa Lodge parking totalling one unit parking. The owner is willing to re-allocate parking ownership to meet the half parking space required for the rezone of 23-B.

The owner is applying for another property rezone at this time, Apt. 23-A, Lot 42-B.

The application meets the applicable criteria for a Rezone to a Lodge designation as follows:

A. The proposed rezoning is in General Conformance with the goals, policies and provisions of the Comprehensive Plan (CP) because:

- A Lodge designation of 23-B will help promote a rich social fabric within the community (page 9 CP) by allowing the continued use of the condo for locally employed housing meeting the goal of where "small-town values are important and people can make social and emotional connections."
- A Lodge designation of 23-B is in compliance with the intended mixed-use of the Village Center Zone District.

B. The proposed rezoning is consistent with the Zoning and Land Use Regulations because:

- The Lodge designation is in keeping with the Land Use Plan Policy (page 39 CP) for a Mixed-Use Center.

- Given the prior use, the applicant believes a designation of Lodge is appropriate and reasonable for 23-B.

C. The proposed rezoning meets the Comprehensive Plan project standards because:

- The 23-B building was designed, approved, built and managed as a Residential Condominium property.

D. The proposed rezoning is consistent with public health, safety and welfare as well as the efficiency and economy in the use of land and its resources because:

- The 23-B building was designed and approved as a residential condominium building and is physically suitable for Lodge use.
- A Lodge designation provides for a higher property valuation and range of use. That in turn helps create pride of ownership and a willingness to upgrade and improve the property beyond interior condo renovations.

The 23-B owners, along with the other owners of the property made substantial financial and personal contributions in upgrading and maintaining not only condominium interiors but also the building and plaza infrastructure. A partial list of infrastructure improvements includes garage fireproofing (2019), roof drainage, a snow melt system, heat tape safety circuit breakers (2009-2017), extensive waterproofing and plaza repairs (2016) and building structural repairs from snow melt salt damage (2009-10). Additionally the property owners allowed the town an easement to install the Sunset Plaza snow melt system and another easement allowing the town to use delivery vehicles across HOA property.

E. The proposed rezoning is justified because there are the following errors in the current zoning:

- 23-B condo as well as other units in the property have been used as long-term residences since the original construction. The history of the property is mixed-use, with long-term occupancy in multiple units, including 23-B. 23-B has an original, full kitchen. The original Lot 42 plat was and is for Condominium-Commercial, not Efficiency Lodge-Commercial use. Blue Mesa Lodge Lot 42-B had Residential Condominium designation for the first decade, until the 1998 Town resolution that changed the condominiums to Efficiency Lodge designation. There was no removal of full kitchens and no enforcement of the parking obligations in 1998 or afterwards.
- The 1997 application for conversion to Efficiency Lodge was at the request of the developer/declarant and not by a properly constituted HOA on behalf of Owners. The developer/declarant then recorded a misleading amended declaration (recording nbr 321574) as part of the HOA governing documents. The amended declaration stated the conversion was from a Residential Condo designation to a 'Residential Studio Apartment' designation 'for Residential use', which is a designation that did not and does not exist. The full chain of buyers (23 past & present owners contacted) thinking they had purchased

Residential Condos. In sum, the rezone to Efficiency Lodge appears in error because the purchases and uses were for Residential Condominium.

F. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion because:

- The owner has parking ownership of 1 unit parking in total at the property.

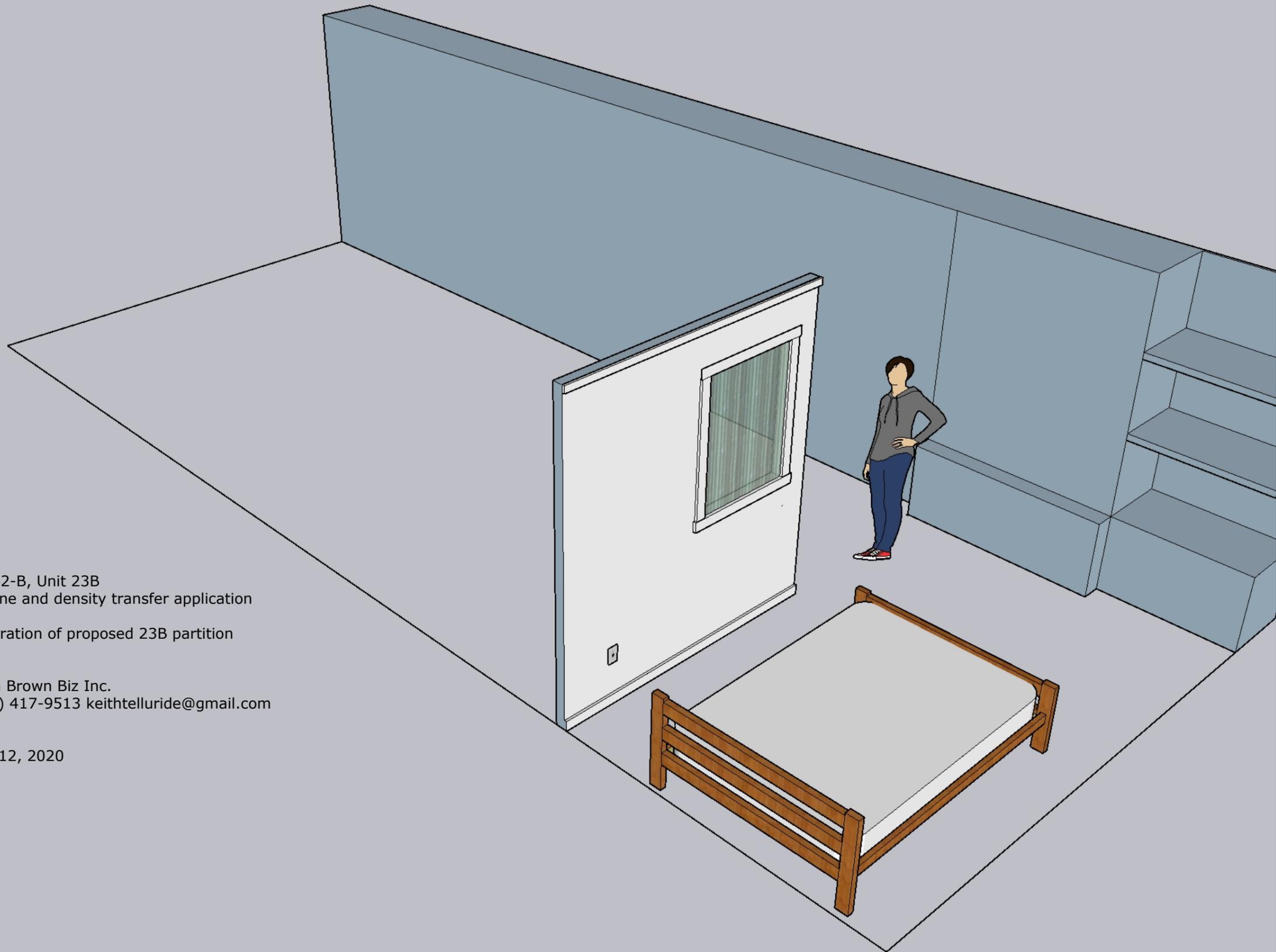
G. The proposed rezoning meets all applicable Town regulations and standards because:

- The subject property was constructed to a Residential Condo standard.
- The Lodge designation allows for the intended use.

We want to thank town Planning and Town Council for considering this application and for the Council direction for the town to consider waiving related application fees.

Thank you,

Most Sincerely, Keith Brown, Keith Brown Biz Inc. for Bogna Nowak, Trustee of the Blue Mesa 23B Family Limited Partnership



Lot 42-B, Unit 23B
Rezone and density transfer application

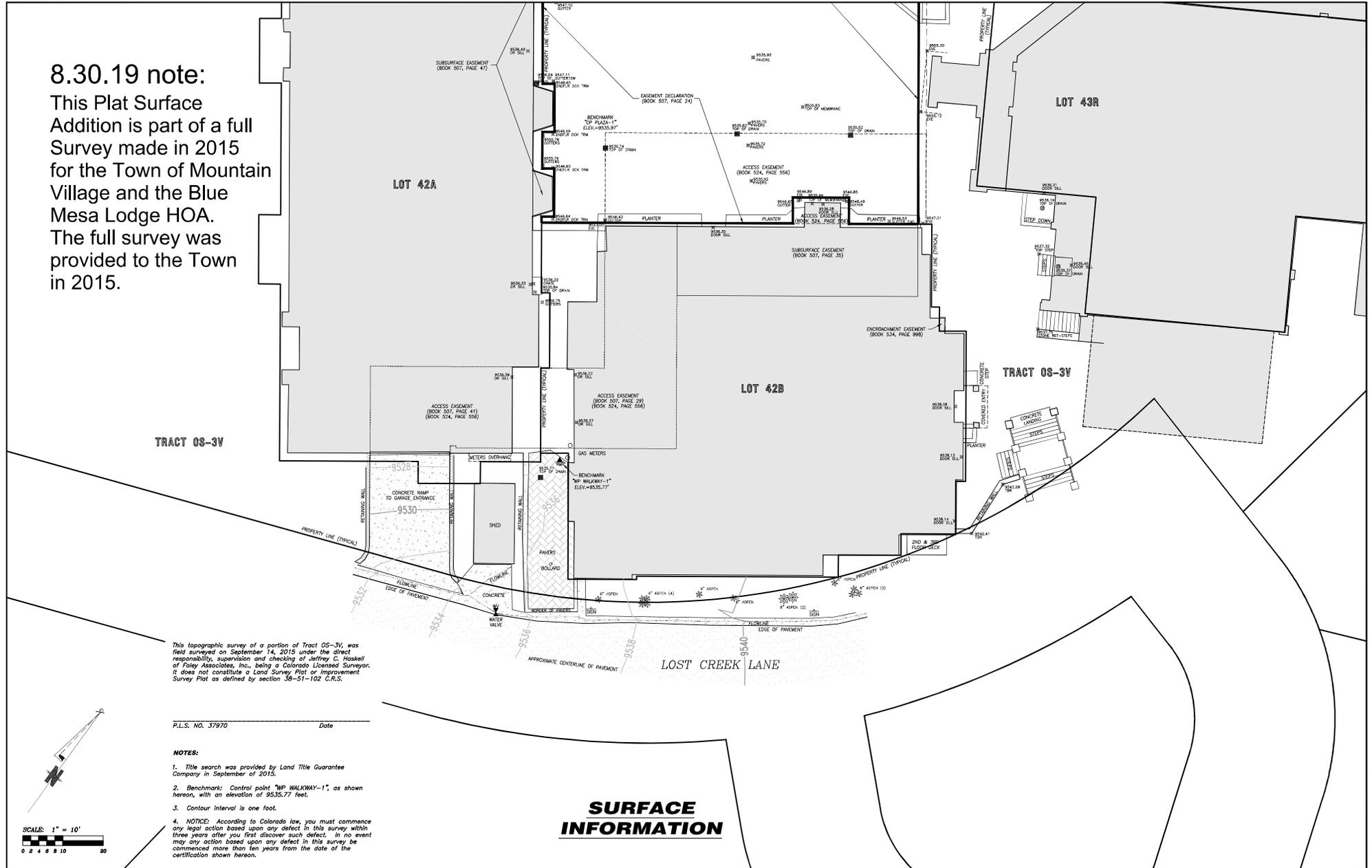
Illustration of proposed 23B partition

Keith Brown Biz Inc.
(970) 417-9513 keithtelluride@gmail.com

May 12, 2020

8.30.19 note:

This Plat Surface Addition is part of a full Survey made in 2015 for the Town of Mountain Village and the Blue Mesa Lodge HOA. The full survey was provided to the Town in 2015.



This topographic survey of a portion of Tract OS-3V, was field surveyed on September 14, 2015 under the direct responsibility, supervision and checking of Jeffrey C. Haskell of Foley Associates, Inc., being a Colorado Licensed Surveyor. It does not constitute a Land Survey Plat or Improvement Survey Plat as defined by section 38-51-102 C.R.S.

P.L.S. No. 37970 Date

- NOTES:**
- Title search was provided by Land Title Guarantee Company in September of 2015.
 - Benchmark: Control point "WP WALKWAY-1", as shown hereon, with an elevation of 9535.77 feet.
 - Contour interval is one foot.
 - 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.

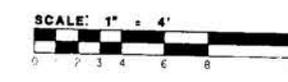
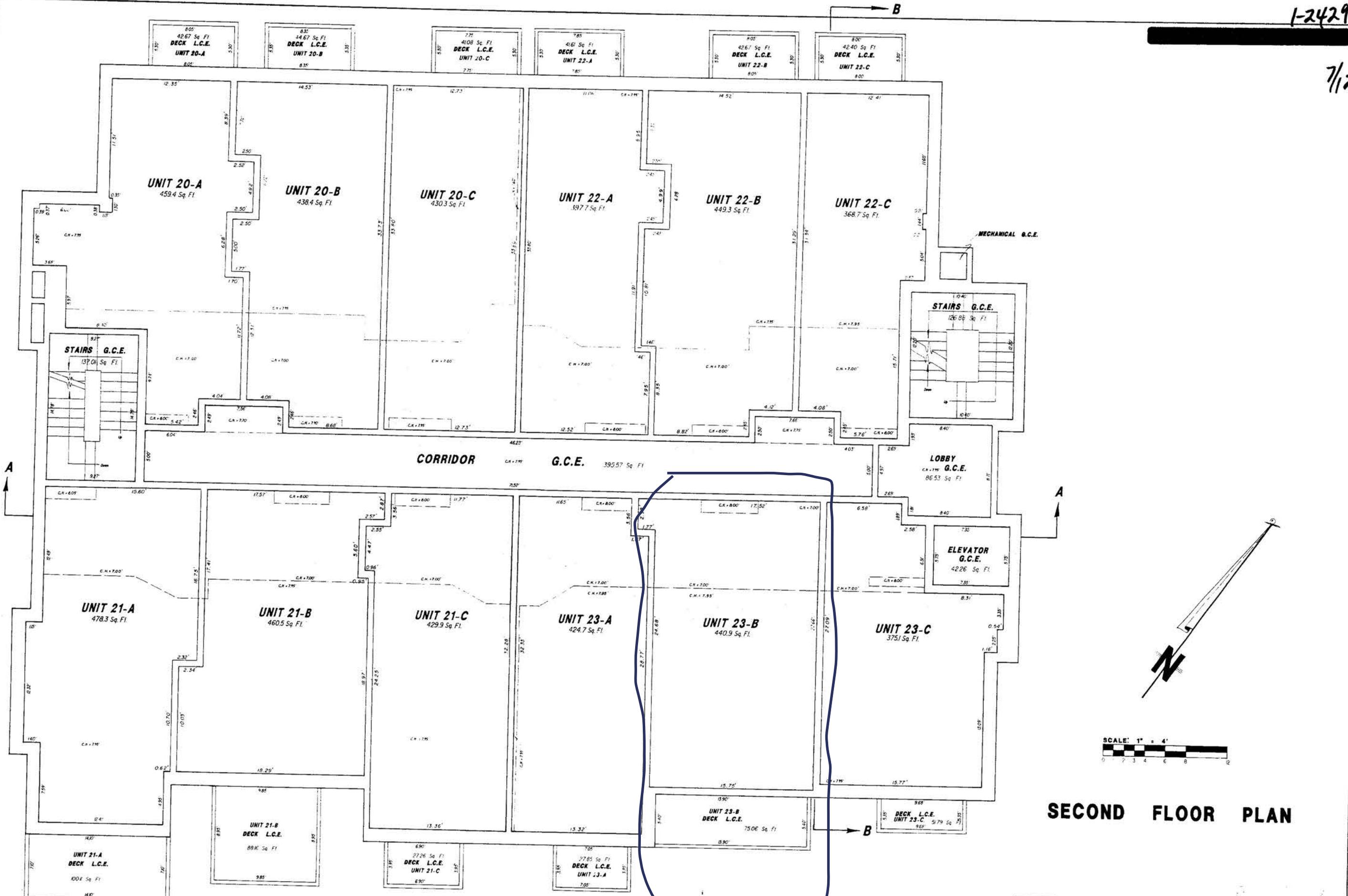


SURFACE INFORMATION

**Existing Conditions for
The Gondola Plaza Parking Condominium**

Project Mgr:	JH	Rev:	Description	DATE
Technician:	MC			
Technician:				
Checked by:	KV			
Start date:	09/14/2015			

FOLEY ASSOCIATES, INC.
 970-728-6153 970-728-6050 fax
 P.O. BOX 1385
 125 W. PACIFIC, SUITE B-1
 TELLURIDE, COLORADO 81435
 Drawing path: cwg\93007 Surface Addition 09-15.dwg
 Sheet# 1 of 1 Project #: 93007



SECOND FLOOR PLAN

ORDINANCE NO. 2021-__

ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING A REZONE AND DENSITY TRANSFER TO CONVERT BLUE MESA LODGES UNIT 23-B FROM AN EFFICIENCY LODGE ZONING DESIGNATION UNIT TO A LODGE ZONING DESIGNATION UNIT, LOT 42B.

RECITALS

- A. Blue Mesa 23B Family LTD (“**Owner**”) has submitted to the Town a rezoning and density transfer development application for a rezone of Unit 23-B, Blue Mesa Lodge Condominiums (Lot 42B) (“**Property**”) from one efficiency lodge units to one lodge unit (“**Application**”); pursuant to the requirements of the Community Development Code (“**CDC**”).
- B. Owner is the owner of the Property, and the associated development rights and density allocated to the Property.
- C. The proposed rezoning and density transfer is to convert one efficiency lodge zoning designation unit into one lodge zoning designation unit pursuant to the requirements of the CDC.
- D. In order to rezone the Property, Owner needs an additional .25-person equivalent density to satisfy the CDC requirements. Owner intends to purchase the required .25-person equivalent density prior to the recordation of this ordinance.
- E. Owner of the Property meets the parking requirement of at least 0.5 parking spaces.
- F. The Property has the following zoning designations pursuant to the Official Land Use and Density Allocation List and zoning as set forth on the Town Official Zoning Map:

Figure 1. Current Zoning Designation for 23-B, Lot 42B Blue Mesa Lodge Condominiums

Unit No.	Zone District	Zoning Designation	Actual Units	Person Equivalent
23-B	Village Center	Efficiency Lodge	1	.5

Figure 2. Proposed Zoning Designation

Unit No.	Zone District	Zoning Designation	Actual Units	Person Equivalent
23-B	Village Center	Lodge	1	.75 ¹

¹ As noted above the deficient density of .25 will be acquired by Owner of the Property, prior to recordation of this ordinance.

Figure 3. Lot 42B Current Zoning Designation for the Property

Lot	Zone District	Zoning Designation	Actual Units	Person Equivalent	Total Person Equivalent
42B	Village Center	Efficiency Lodge	15	.5	7.5
	Village Center	Lodge	8	.75	6.0
	Village Center	Commercial	n/a	n/a	n/a

Figure 4. Lot 42B Proposed Zoning Designation for the Property

Lot	Zone District	Zoning Designation	Actual Units	Person Equivalent	Total Person Equivalent
42B	Village Center	Efficiency Lodge	14	.5	7.0
	Village Center	Lodge	9	.75	6.75
	Village Center	Commercial	n/a	n/a	n/a

- G. At a duly noticed public hearing held on February 4, 2021, the DRB considered the Applications, testimony, and public comment and recommended to the Town Council that the Applications be approved with conditions pursuant to the requirement of the CDC by a 7-1 vote, Eckman dissenting.
- H. At its regularly scheduled meeting held on February 18, 2021 the Town Council conducted a first reading of an ordinance and set a public hearing, pursuant to the Town Charter.
- I. On March 18, 2021, Town Council held a second reading and public hearing on the ordinance and approved with conditions the Application.
- J. The meeting held on February 4, 2021 was duly publicly noticed as required by the CDC Public Hearing Noticing requirements, including but not limited to notification of all property owners within 400 feet of the Property, posting of a sign and posting on the respective agendas.
- K. The Town Council hereby finds and determines that the Applications meet the Rezoning Process Criteria for Decision as provided in CDC Section 17.4.9(D) as follows:

Rezoning Findings

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

- L. The Town Council finds that the Applications meet the Rezoning Density Transfer Process criteria for decision contained in CDC Section 17.4.10(D)(2) as follows:

Findings:

1. At the time the requisite required density of .25 person equivalents is acquired, the Owner will meet the density required to execute a rezone from efficiency lodge to lodge zoning designation.
2. At the time the modifications to the unit, including the installation of the partition wall as shown, are complete, the Owner will meet the required definition of a Lodge Unit per the CDC. A 2/3 partition wall meets the definition of creating two rooms consistent with the definition of a lodge zoning designation unit.
3. Blue Mesa Lodge is not identified in the Comprehensive Plan for redevelopment.

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL HEREBY APPROVES THE APPLICATION SUBJECT TO THE FOLLOWING CONDITIONS.

1. Owner should work with the Blue Mesa HOA to update the declarations to recognize Property as one Lodge unit.
2. The Lot list shall be updated to reflect the rezone from one efficiency lodge unit to one lodge unit.
3. Owner shall demonstrate the required requisite density has been acquired prior to recording the associated ordinance rezoning Property from efficiency lodge to lodge unit.
4. Owner shall obtain a building permit and complete the proposed modifications prior to recording the associated ordinance rezoning Property from efficiency lodge to lodge unit.

Section 1. Effect on Zoning Designations

- A. This Ordinance does not change any other zoning designation on the properties it only affects the Property.

Section 2. Ordinance Effect

All ordinances, of the Town, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed, replaced and superseded to the extent only of such inconsistency or conflict.

Section 3. Severability

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

Section 4. Effective Date

This Ordinance shall become effective on March 18, 2021 following public hearing and approval by Council on second reading.

Section 5. Public Hearing

A public hearing on this Ordinance was held on the 18th of March 2021 and conducted electronically

pursuant to Mountain Village's Resolution No. 2020-0514-10.

INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 18th day of February 2021.

TOWN OF MOUNTAIN VILLAGE

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

By: _____
Laila Benitez, Mayor

ATTEST:

Susan Johnston, Town Clerk

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this 18th day of March 2021

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

By: _____
Laila Benitez, Mayor

ATTEST:

Susan Johnston, Town Clerk

Approved as To Form:

Paul Wisor, Town Attorney

I, Susan Johnston, the duly qualified and acting Town Clerk of the Town of Mountain Village, Colorado ("Town") do hereby certify that:

1. The attached copy of Ordinance No. _____ ("Ordinance") is a true, correct and complete copy thereof.

2. The Ordinance was introduced, read by title, approved on first reading with minor amendments and referred to public hearing by the Town Council the Town ("Council") at a regular meeting held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on _____, 2021, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Martinique Davis Prohaska				
Peter Duprey				
Patrick Berry				
Natalie Binder				
Jack Gilbride				

3. After the Council's approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on _____, 2021 in accordance with Section 5.2b of the Town of Mountain Village Home Rule Charter.

4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on _____, 2021. At the public hearing, the Ordinance was considered, read by title, and approved without amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Martinique Davis Prohaska				
Peter Duprey				
Patrick Berry				
Natalie Binder				
Jack Gilbride				

5. The Ordinance has been signed by the Mayor, sealed with the Town seal, attested by me as Town Clerk, and duly numbered and recorded in the official records of the Town.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this ____ day of _____, 2021.

Susan Johnston, Town Clerk



**Agenda Item No. 12
PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 369-8250

TO: Mountain Village Town Council

FROM: John Miller, Senior Planner

FOR: Regular Town Council Meeting, March 18, 2021

DATE: March 10, 2021

RE: Second Reading, Public Hearing and Council Vote on an Ordinance considering a rezone and density transfer application to rezone Lot 60R-AB, Le Chamonix Unit C, from an efficiency lodge zoning designation unit to a lodge zoning designation unit.

PROJECT GEOGRAPHY

Legal Description: Lot 60R-AB, Condominium Unit C, Le Chamonix Condominiums
Address: 650 Mountain Village Boulevard #C
Applicant: Nicole Y. Pieterse
Owner: JDBL.K, LLC
Zoning: Village Center
Existing Use: Accommodations and Commercial
Proposed Use: Multi-Family Residential and Commercial
Unit Size: 797 square feet

Adjacent Land Uses:

- **North:** Village Center
- **South:** Village Center
- **East:** Village Center
- **West:** Village Center

ATTACHMENTS

- Exhibit A: Applicant's narrative



CASE SUMMARY:

Nicole Y Pieterse, acting on behalf of the Owner JDBL.K, LLC is requesting to rezone Lot 60R-AB, Unit C (Le Chamonix C) from one efficiency lodge unit zoning designation to one lodge unit zoning designation. In order to accomplish this request, the unit must meet the rezoning criteria, must fit within the definition of a lodge unit per the Community Development Code (CDC), and must acquire the requisite density for the increase in person equivalents. A lodge unit is defined as a two-room space plus a mezzanine with up to two separate baths and a full kitchen

Zoning Designation History of Le Chamonix

Lot 60R-AB (Le Chamonix) was originally platted in 1986 under San Miguel County jurisdiction. At the time, the Lots were designated separately as 60R-A and 60R-B, with a total of 5 condominium units and approximately 7,600 square feet of commercial space (see reception no. 245470).

In 2002, by Resolution No. 2002-05014-09, the Lot Line between Lot 60A-R and 60B-R was vacated and the density was merged to create the following density assigned to the Lot:

Lot 60R-AB	
5 Condominium units =	15 density
2 Efficiency Lodge =	1 density
	16 density
3 Employee Apartments =	9 density
	25 density
60R-AB	10,928 SF
	.2508724 Acres

Ultimately through subsequent density transfers and rezonings, the combined Lot 60R-AB's density as assigned to today is as follows: 5 Condominium Units, 2 Efficiency Lodge Units, and commercial space on the ground floor. The parking for these units has been satisfied as part of a license agreement for parking within the Heritage Parking Garage.

Rezone History of Unit C

According to Town Records Unit C was remodeled, expanded, and replatted with the consent of the Mountain Village in 2015 to include the addition of a second bathroom and a loft area. As evidenced by the condominium map shown below, Unit C approximately 797 sq. ft. and meets the definition of a lodge unit given the full kitchen, living area, separate bedroom, and loft space.

Figure 1. Le Chamonix Unit C Condo Map dated 2015



CRITERIA, ANALYSIS, AND FINDINGS

The criteria for the decision to evaluate a rezone that changes the zoning designation and/or density allocation assigned to a lot is listed below. The following criteria must be met for the review authority to approve a rezoning application:

17.4.9: Rezoning Process

(***)

3. Criteria for Decision: (***)

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

Le Chamonix is not contemplated for redevelopment or future visioning in the Comprehensive Plan and is simply mapped as within the Village Center Zone District which allows for broad uses. The application conforms with Mountain Village Center Subarea Plan Principles, Policies and Actions L., "Encourage deed-restricted units and full-time residency in Mountain Village Center, with provisions such as smaller units, the creation of a better sense of community, and other creative options."

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

The Zoning and Land Use Regulations allow for a rezone from efficiency lodge to lodge provided these criteria are met and the unit meets the definition of a lodge unit. The Village Center Zoning allows for broad uses including lodge units.

- c. The proposed rezoning meets the Comprehensive Plan project standards;

There are no specific Comprehensive Plan project standards for Le Chamonix, thus, these criteria are not applicable.

- d. The proposed rezoning is consistent with public health, safety, and welfare, as well as efficiency and economy in the use of land and its resources;

The proposed rezoning presents no public health, safety or welfare issues and is an efficient use of what is a mixed-use building carrying residential attributes.

- e. The proposed rezoning is justified because there is an error in the current zoning, [and/or] there have been changes in conditions in the vicinity [and/] or there are specific policies in the Comprehensive Plan that contemplate the rezoning;

The proposed rezone is due to a change in condition in the vicinity, namely recent education and voluntary compliance regarding efficiency lodge zoning designations.

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

No additional public facilities are needed for the rezone thus, they are adequate.

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

No change or negative impact.

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

The conditions of approval address applicable town regulations that otherwise need to be met such as:

- a. *The purchase of the additional 0.25-person equivalent density*

17.4.10: Density Transfer Process

(***)

D. Criteria for Decision

(***)

2. Class 4 Applications. The following criteria shall be met for the Review Authority to approve a density transfer.

- a. The criteria for decision for a rezoning are met, since such density transfer must be processed concurrently with a rezoning development application (except for MPUD development applications);
- b. The density transfer meets the density transfer and density bank policies; and
- c. The proposed density transfer meets all applicable Town regulations and standards.

Affirmed.

STAFF ANALYSIS

The existing configuration of the unit meets the definition of a lodge unit per the CDC. The applicants' have a total of 0.5 person equivalent density associated with the unit. Therefore they will be required and have suggested that they will obtain the necessary 0.25 person equivalent densities required to rezone the unit. Le Chamonix does not have onsite property management or amenities that would indicate accommodations use like a hotel so that it otherwise meets the rezone criteria. Since Le Chamonix is also not identified in the Comprehensive Plan for redevelopment, rezoning one efficiency lodge unit to one lodge unit meets the town criteria for a rezone application.

DESIGN REVIEW BOARD RECOMMENDATION: The Design Review Board reviewed the application for rezoning and density transfer for Lot 60R-AB, Unit C at their February 4, 2021, Regular Meeting and voted 7-0 to recommend approval to Town Council with staffs' recommended conditions.

RECOMMENDED MOTION: The Town Council may approve, continue, deny or request modifications to the application regarding the proposed Density Transfer and Rezone for Unit C, Lot 60R-AB.

Motion for Approval: *I move to approve a second reading of an Ordinance regarding the rezone and density transfer application for Lot 60R-AB, Le Chamonix Unit C, to rezone the subject unit from an efficiency lodge zoning designation to a Lodge zoning designation with the following findings and conditions as noted in the staff report of record dated March 10, 2021:*

Findings:

- 1. At the time the requisite required density of .25 person equivalents is acquired, the applicant will meet the density required to execute a rezone from efficiency lodge to lodge zoning designation.*
- 2. Le Chamonix is not identified in the Comprehensive Plan for redevelopment.*

Conditions:

- 1. The applicant should work with the Le Chamonix HOA to update the declarations to recognize Unit C as one Lodge unit.*
- 2. The Lot list shall be updated to reflect the rezone from one efficiency lodge unit to one lodge unit.*
- 3. The applicant shall demonstrate the required requisite density has been acquired prior to recording the associated ordinance rezoning Lot 60R-AB Unit C from efficiency lodge to lodge unit.*

This motion is based on the evidence and testimony provided at the regular meeting held on March 18, 2021, with notice of such hearing as required by the Community Development Code.

/JJM



REZONING/DENSITY TRANSFER APPLICATION

Planning & Development Services
 455 Mountain Village Blvd.
 Mountain Village, CO 81435
 970-728-1392
 970-728-4342 Fax
 cd@mtnvillage.org

Revised 2.26.18

REZONING/DENSITY TRANSFER APPLICATION			
APPLICANT INFORMATION			
Name: Nicole Y. Pieterse, Atty.		E-mail Address: nicole.rplaw@gmail.com	
Mailing Address: PO Box 2673		Phone: 970-708-0411	
City: Telluride	State: CO	Zip Code: 81435	
Mountain Village Business License Number: 005396			
PROPERTY INFORMATION			
Physical Address: 650 Mountain Village Boulevard #C		Acreage: 797 square feet	
Zone District: Village Center	Zoning Designations: Efficiency Lodge	Density Assigned to the Lot or Site: Lodge	
Legal Description: CONDOMINIUM UNIT C, LE CHAMONIX CONDOMINIUMS (see title commitment submitted herewith)			
Existing Land Uses: residential condominium			
Proposed Land Uses: same			
OWNER INFORMATION			
Property Owner: JDBL.K, LLC		E-mail Address: jtkappes@mac.com	
Mailing Address: 4 Victoria Bluff		Phone: (843) 816-3501	
City: Bluffton	State: SC	Zip Code: 29910	
DESCRIPTION OF REQUEST			
Rezone/Density Transfer - Le Chamonix Condominium Unit C (from Efficiency Lodge to Lodge)			

Narrative

Unit C, Le Chamonix Condominiums Rezone/Density Transfer from Efficiency Lodge to Lodge Unit

The proposed rezone and concurrent density transfer to officially designate Le Chamonix Unit C as a Lodge unit meets the requirements set forth in Sections 17.3.8, 17.4.9 and 17.4.10 of the Community Development Code and should be approved for the following reasons:

1. The proposed rezoning is in general conformance with the goals, policies and provisions of the Comprehensive Plan because Lodge Units are identified in the Comprehensive Plan as an appropriate use within this location (Village Center) of Mountain Village (“MV”).

2. The proposed rezoning is consistent with MV Zoning and Land Use Regulations because: Lodge units are an allowed use (by right) in the Village Center zone district and Unit C meets the spatial requirements of a Lodge unit (living area, separate bedroom, 2 separate baths and a full kitchen).

3. The proposed rezoning meets the Comprehensive Plan project standards for the Village Center Subarea and would not have any impact on future coordination with development of surrounding parcels.

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 because Unit C is actually used as a Lodge Unit, which for years has been consistent with and does not adversely impact surrounding uses, public health, safety or welfare.

5. The proposed rezoning is justified because Unit C was either improperly designated an Efficiency Lodge Unit and/or conditions have changed such that Unit C is better characterized as a Lodge Unit as opposed to an Efficiency Lodge Unit. For example: Unit C contains a full kitchen and was expanded, remodeled and re-platted, with MV authorization, in 2015 consistent with a Lodge Unit. The Comprehensive Plan contemplates a rezoning because the use is appropriate for the Subarea.

6. Adequate public facilities and services are available to serve the intended land uses because the proposed rezone does not contemplate any change in how Unit C is

actually used. Accordingly, the rezone will not require any additional public facilities or services.

7. The proposed rezoning will not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion because the proposed rezone does not contemplate any additional traffic and a dedicated parking space already exists for Unit C.
8. The proposed rezoning of Unit C to a Lodge Unit meets all applicable Town regulations and standards as set forth above.
9. Unit C's owner will acquire .25 person equivalents of density in order to meet the person equivalents requirements of a Lodge Unit.
10. Le Chamonix Condominiums do not have on-site property management or any hotel-like amenities (i.e., no front desk, spa facilities, conference space, valet parking, concierge service, room service, etc.).
11. Unit C has a dedicated space assigned to it in the Heritage Plaza Building.

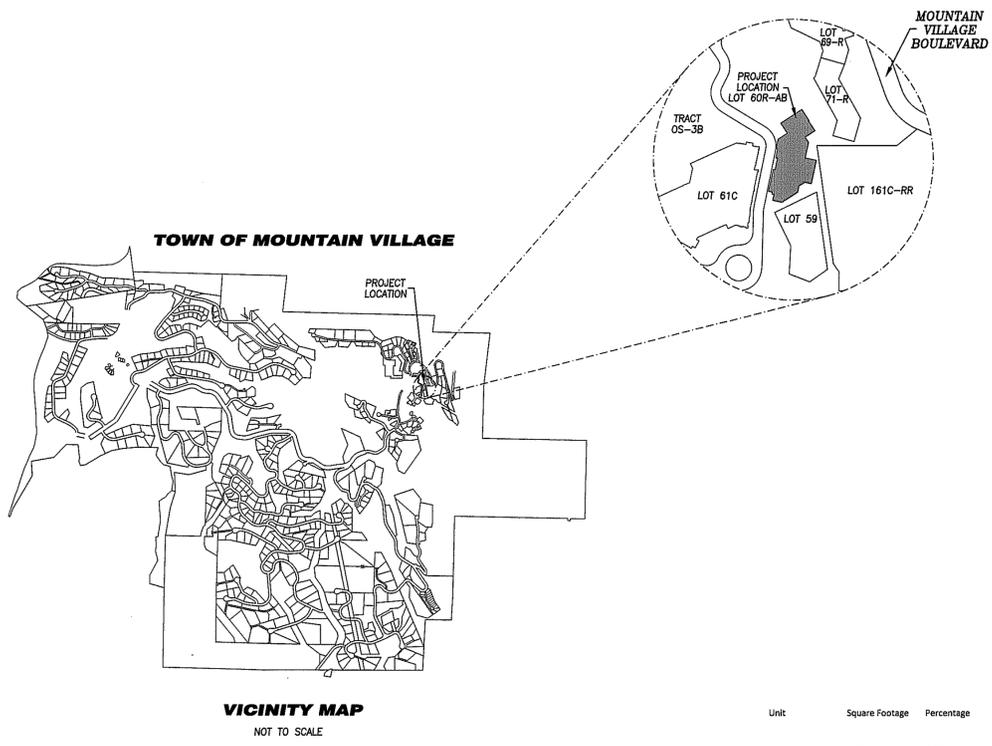
Respectfully submitted 12/31/19

442332
 REPLAT
 LE CHAMONIX CONDO ASSN,
 JDBL.K LLC
 TO
 REPLAT
 LA CHAMONIX CONDOS
 UNIT C

State of Colorado)
 County of San Miguel) ss
 Filed for Record at 11:00 O'Clock
 A.M. MAY 4, 2016
 and duly recorded in plat
 book PLAT 1 page 4797-4798

M. Kathleen Erie
 County Clerk & Recorder
 By: *[Signature]* Deputy
 Fees: 21.00

442332
 Page 1 of 2
 SAN MIGUEL COUNTY, CO
 M. KATHLEEN ERIE, CLERK-RECORDER
 05-04-2016 11:00 AM Recording Fee \$21.00



Unit	Square Footage	Percentage	Unit Classification for purposes of voting only
Unit A	1,109	6.5%	Residential
Unit B	482	2.8%	Residential
Unit C	797	4.7%	Residential
Unit D	1,531	9.0%	Residential
Unit E	1,375	8.1%	Residential
Unit F	1,711	10.1%	Residential
Unit G1	1,255	7.4%	Commercial
Unit G2	910	5.4%	Commercial
Unit H	2,159	12.7%	Commercial
Unit I	3,783	22.3%	Commercial
	1,832	10.8%	Residential
	16,944	100%	

MORTGAGEE CONSENT:

The undersigned Alpine Bank, a Colorado Banking Corporation, as a Beneficiary of that certain Deed of Trust dated March 20, 2013 which constitutes a lien upon Unit C, recorded at Reception No. 427373 in the Official Records, hereby consents to the Unit C Expansion and re-plat of real property as depicted on this Map amendment.

Alpine Bank, a Colorado Banking Corporation
 By: *[Signature]*
 Printed Name: Todd Baize
 Title: Vice President
 STATE OF COLORADO
 COUNTY OF SAN MIGUEL)ss

Acknowledged, subscribed and sworn to before me this 1 day of March, 2016
 by Todd Baize as Vice President of Alpine Bank, a Colorado Banking Corporation.
 My commission expires April 12, 2016
 Witness my hand and official seal.

[Signature]
 Notary Public
 NICOLE Y. PIETERSE
 NOTARY PUBLIC
 STATE OF COLORADO
 My Commission Expires 04/12/16

TOWN APPROVAL:

I, Stan Van Nimmen, as the Community Development Director of Mountain Village, Colorado, do hereby certify that this Map has been approved by the Town in accordance with the Community Development Code as a staff subdivision.

[Signature] Date: 3-26-16
 as Community Development Director

TITLE INSURANCE COMPANY CERTIFICATE:

Land Title Guarantee Company does hereby certify that we have examined the title to the property that is the subject of this Map and have determined that title to the same is currently vested in the name of JDBL.K, LLC, a Colorado limited liability company and is free and clear of all liens and taxes, except those taxes for the current year, including all taxes now or heretofore assessed, due or payable and further except as follows: Deed of trust recorded at Reception No. 427373.

[Signature] Date: 3/21/16
 Title Insurance Company Representative

COUNTY TREASURER'S CERTIFICATE:

I certify that according to the records in the San Miguel county Treasurer's office, there are no liens against Unit C for unpaid State, county or municipal taxes, assessments or other amounts certified to the County Treasurer for collection.

Dated this 18th day of March, 2016.

[Signature]
 San Miguel County Treasurer

RECORDER'S CERTIFICATE:

This Condominium Map was filed for record in the office of the San Miguel County Clerk and Recorder on this 4th day of MAY, 2016,
 at Plat Book 433-438
 Page 4797-4798
 Reception No. 442332
 Time 11:00 A.M.

[Signature]
 San Miguel County Clerk

CERTIFICATE OF OWNERSHIP (cont.):

IN WITNESS WHEREOF, the Association and Owner execute this Map amendment as of March 4, 2016, 2016.

ASSOCIATION: *[Signature]*
 Le Chamonix Condominium Association, a Colorado nonprofit corporation.
 Printed Name: Bob Gleason
 Title: President
 STATE OF COLORADO
 COUNTY OF SAN MIGUEL)ss

Acknowledged, subscribed and sworn to before me this 4 day of March, 2016
 by Bob Gleason, as the President of Le Chamonix Condominium Association, a Colorado nonprofit corporation.
 My commission expires 4/28/2020
 Witness my hand and official seal.

[Signature]
 Notary Public
 NICOLE Y. PIETERSE
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 19964000311
 MY COMMISSION EXPIRES APRIL 12, 2020

CERTIFICATE OF OWNERSHIP:

KNOW ALL PERSONS BY THESE PRESENTS THE FOLLOWING:

1. JDBL.K, LLC a Colorado limited liability company ("Owner"), is the owner of CONDOMINIUM UNIT C, LE CHAMONIX CONDOMINIUMS, ACCORDING TO THE AMENDED AND RESTATED CONDOMINIUM MAP RECORDED OCTOBER 1, 2003 IN PLAT BOOK 1 AT PAGE 3190, AND AS DEFINED AND DESCRIBED IN THE CONDOMINIUM DECLARATION RECORDED DECEMBER 29, 1986 IN BOOK 432 AT PAGE 774 AS RERECORDED JANUARY 5, 1987 IN BOOK 433 AT PAGE 118, COUNTY OF SAN MIGUEL, STATE OF COLORADO ("Unit C").

(The above-referenced map and declaration for Le Chamonix Condominiums and all amendments and supplements thereto are referred to respectively herein as the "Map" and the "Declaration" and collectively as the "Governing Documents.")

2. The Owner has elected to create additional floor area within Unit C and to expand Unit C's boundaries as depicted hereon ("Unit C Expansion"), and to cause the Governing Documents to be amended pursuant to the appropriate sections of the Declaration.

3. Pursuant to its authority and according to the relevant provisions of the Declaration, the Le Chamonix Condominium Association, a Colorado nonprofit corporation ("Association") acting through its Board of Managers, and with approval of the Association members and Le Chamonix Unit owners and their lenders in accordance with the Declaration and C.R.S. 38-33.3-217, has approved and does hereby approve the Unit C Expansion, this Map amendment, and the related Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Le Chamonix Condominiums recorded in the office of the San Miguel County Clerk and Recorder ("Official Records") on the same date as this Map amendment at Reception No. 442332 ("Fifth Declaration Amendment") of the Official Records.

4. Association property incorporated into the Unit C Expansion was transferred to Owner by Special Warranty Deed on the same date as this Map amendment at Reception No. 442332 of the Official Records.

5. All other terms and conditions contained in the Governing Documents, not specifically modified or altered by this Map amendment, shall remain unmodified and shall continue in full force and effect.

SURVEYOR PLAT NOTES:

1. The following abbreviations are defined for this Map:
 G.C.E. General Common Element
 L.C.E. Limited Common Element
 C.H. Ceiling Height (horizontal unit boundary)
 SQ.FT. Square Foot/Foot

2. Elevation datum referenced to Telluride Mountain Village project benchmark "RIM" established by Banner Associates, Inc. This benchmark is a 3 1/4" aluminum cap on a No. 5 rebar set in concrete, LS 17956. Elevation 9464.63'.

3. Easement research from Land Title Guarantee Company, Commitment Number TLR86004530, dated February 06, 2015 at 5:00 P.M.

4. Dimensions and areas as indicated hereon were measured to interior face of drywall.

5. Structural elements and/or utilities which may exist within the Unit boundaries of any condominium unit are General Common Elements.

6. BASIS OF BEARINGS. The bearing from monument "Overpass" to monument "Rim" was assumed to bear N31°16'24"W from Banner Associates, Inc. project bearings.

7. NOTICE: According to Colorado law, you must commence any legal action based upon defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

8. Lineal units depicted hereon are in U.S. Survey feet, or decimal portions thereof.

9. The total square footage of Unit C following the Unit C Expansion is now 797 Sq. Ft.

SURVEYOR'S CERTIFICATE:

I, Jeffrey C. Haskell, being a Registered Land Surveyor in the State of Colorado, do hereby certify that this map and survey of the FIRST AMENDMENT TO LE CHAMONIX CONDOMINIUMS AMENDED AND RESTATED CONDOMINIUM MAP (the "Map") (i) was made under my direct supervision, responsibility and checking; (ii) is true and accurate to the best of my knowledge and belief; (iii) is clear and legible; (iv) contains all the information required by C.R.S. 38-33.3-209; and (v) that all monuments and markers were set as required by Articles 50 and 51 of Title 38, C.R.S.

Dated this 29th day of February, 2016.

[Signature]
 Jeffrey C. Haskell
 PLS 37970

[Seal]
 COLORADO LICENSED SURVEYOR
 37970
 2/29/16

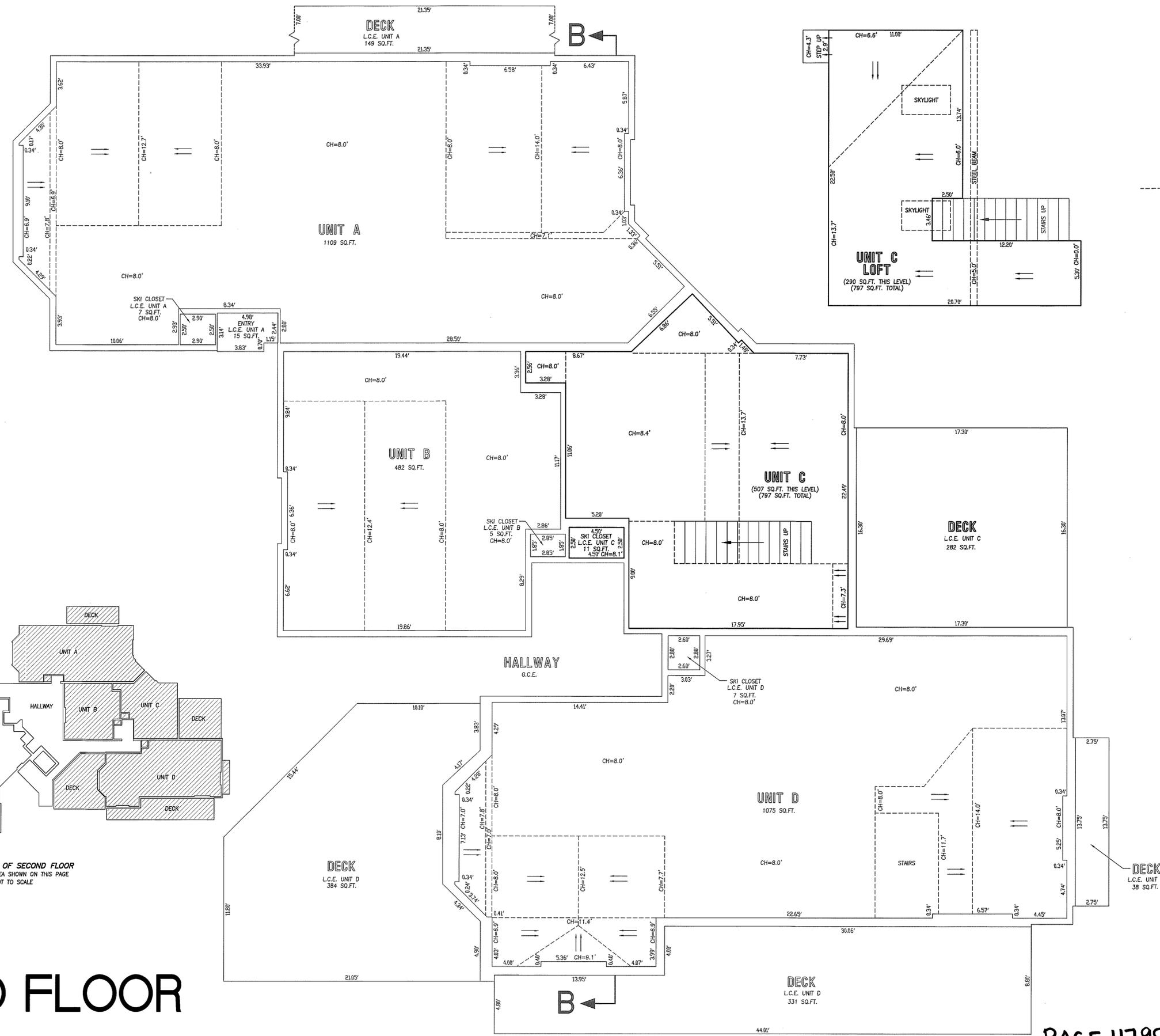
First Amendment to Le Chamonix Condominiums Amended and Restated Condominium Map, located on Lot 60R-AB, Town of Mountain Village.

Project Mgr:	Rev.	Description	Date	By
JH				
Technician:	MC			
Checked by:	KV			
Start date:	04/01/2015			

PAGE 4797



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



SCALE: 1"=4'

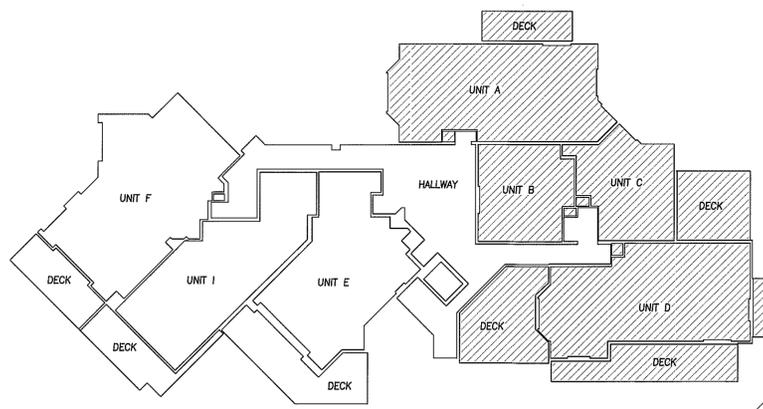
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LEGEND

G.C.E. = GENERAL COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT

--- DENOTES CHANGE IN CEILING HEIGHT (UPPER BOUNDARY)

|| DENOTES UPWARD SLOPING CEILING



OVERVIEW OF SECOND FLOOR
SHADED AREA SHOWN ON THIS PAGE
NOT TO SCALE

SECOND FLOOR



PAGE 4798

First Amendment to Le Chamonix Condominiums Amended and Restated Condominium Map, located on Lot 60R-AB, Town of Mountain Village.

Project Mgr:	JH	Rev.	description	date	by
Technician:	MC				
Checked by:	KV				
Start date:	04/01/2015				



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

ORDINANCE NO. 2021-__

ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING A REZONE AND DENSITY TRANSFER TO CONVERT LOT 60R-AB (LE CHAMONIX) UNIT C, FROM AN EFFICIENCY LODGE ZONING DESIGNATION UNIT TO A LODGE ZONING DESIGNATION UNIT.

RECITALS

- A. JDBL.K, LLC (“**Owner**”) has submitted to the Town a rezoning and density transfer development application for a rezone of Lot 60R-AB, Le Chamonix Unit C (“**Property**”), from one efficiency lodge zoning designation unit to one lodge zoning designation unit (“**Application**”) pursuant to the requirements of the Community Development Code (“**CDC**”).
- B. Owner is the owner of Lot 60R-AB Unit C, and the associated development rights and density allocated to Unit C, Le Chamonix.
- C. The proposed rezoning and density transfer is to convert one efficiency lodge zoning designation unit into one lodge zoning designation unit pursuant to the requirements of the CDC.
- D. In order to rezone Unit C, Owner needs an additional .25-person equivalent density to satisfy the CDC requirements. Owner intends to purchase the required .25-person equivalent density prior to the recordation of this ordinance.
- E. Owner of the Property meets the parking requirement of at least 0.5 parking spaces.
- F. Owner meets the definition of a lodge zoning designation unit in its existing condition.
- G. The Property has the following zoning designations pursuant to the Official Land Use and Density Allocation List and zoning as set forth on the Town Official Zoning Map:

Figure 1. Current Zoning Designation for 23-A, Lot 42B Blue Mesa Lodge Condominiums

Unit No.	Zone District	Zoning Designation	Actual Units	Person Equivalent
C	Village Center	Efficiency Lodge	1	.5

Figure 2. Proposed Zoning Designation

Unit No.	Zone District	Zoning Designation	Actual Units	Person Equivalent
C	Village Center	Lodge	1	.75 ¹

¹ As noted above the deficient density of .25 will be acquired by Owner of the Property, prior to recordation of this ordinance.

Figure 3. Lot 60R-AB Current Zoning Designation for the Property

Lot	Zone District	Zoning Designation	Actual Units	Person Equivalent	Total Person Equivalent
60R-AB	Village Center	Condominium	5	3	15
	Village Center	Efficiency Lodge	2	.05	1
	Village Center	Commercial	n/a	n/a	n/a

Figure 4. Lot 60R-AB Proposed Zoning Designation for the Property

Lot	Zone District	Zoning Designation	Actual Units	Person Equivalent	Total Person Equivalent
60R-AB	Village Center	Condominium	5	3	15
	Village Center	Lodge	1	.75	.75
	Village Center	Efficiency Lodge	1	.75	.50
	Village Center	Commercial	n/a	n/a	n/a

- H. At a duly noticed public hearing held on February 4, 2021, the DRB considered the Applications, testimony, and public comment and recommended to the Town Council that the Applications be approved with conditions pursuant to the requirement of the CDC by a 7-0 vote.
- I. At its regularly scheduled meeting held on February 18, 2021 the Town Council conducted a first reading of an ordinance and set a public hearing, pursuant to the Town Charter.
- J. On March 18, 2021, Town Council held a second reading and public hearing on the ordinance and approved with conditions the Application.
- K. The meeting held on February 4, 2021 was duly publicly noticed as required by the CDC Public Hearing Noticing requirements, including but not limited to notification of all property owners within 400 feet of the Property, posting of a sign and posting on the respective agendas.
- L. The Town Council hereby finds and determines that the Applications meet the Rezoning Process Criteria for Decision as provided in CDC Section 17.4.9(D) as follows:

Rezoning Findings

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

- M. The Town Council finds that the Applications meet the Rezoning Density Transfer Process criteria for decision contained in CDC Section 17.4.10(D)(2) as follows:

Findings:

1. At the time the requisite required density of .25 person equivalents is acquired, the applicant will meet the density required to execute a rezone from efficiency lodge to lodge zoning designation.
2. Le Chamonix is not identified in the Comprehensive Plan for redevelopment.

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL HEREBY APPROVES THE APPLICATION SUBJECT TO THE FOLLOWING CONDITIONS.

1. The applicant should work with the Le Chamonix HOA to update the declarations to recognize the Property as one Lodge unit.
2. The Lot list shall be updated to reflect the rezone from one efficiency lodge unit to one lodge unit.
3. Owner shall demonstrate the required requisite density has been acquired prior to recording the associated ordinance rezoning Lot 60R-AB Unit C from efficiency lodge to lodge unit.

Section 1. Effect on Zoning Designations

This Ordinance does not change any other zoning designation on the Properties it only affects Unit C, Lot 60R-AB.

Section 2. Ordinance Effect

All ordinances, of the Town, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed, replaced, and superseded to the extent only of such inconsistency or conflict.

Section 3. Severability

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

Section 4. Effective Date

This Ordinance shall become effective on March 18, 2021 following public hearing and approval by Council on second reading.

Section 5. Public Hearing

A public hearing on this Ordinance was held on the 18th of March 2021 and conducted electronically pursuant to Mountain Village's Resolution No. 2020-0514-10.

INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 18th day of February 2021.

TOWN OF MOUNTAIN VILLAGE

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

By: _____
Laila Benitez, Mayor

ATTEST:

Susan Johnston, Town Clerk

**HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village,
Colorado this 18th day of March 2021**

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

By: _____
Laila Benitez, Mayor

ATTEST:

Susan Johnston, Town Clerk

Approved as To Form:

Paul Wisor, Town Attorney

I, Susan Johnston, the duly qualified and acting Town Clerk of the Town of Mountain Village, Colorado ("Town") do hereby certify that:

1. The attached copy of Ordinance No. _____ ("Ordinance") is a true, correct and complete copy thereof.

2. The Ordinance was introduced, read by title, approved on first reading with minor amendments and referred to public hearing by the Town Council the Town ("Council") at a regular meeting held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on _____, 2021, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Martinique Davis Prohaska				
Peter Duprey				
Patrick Berry				
Natalie Binder				
Jack Gilbride				

3. After the Council's approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on _____, 2021 in accordance with Section 5.2b of the Town of Mountain Village Home Rule Charter.

4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on _____, 2021. At the public hearing, the Ordinance was considered, read by title, and approved without amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Martinique Davis Prohaska				
Peter Duprey				
Patrick Berry				
Natalie Binder				
Jack Gilbride				

5. The Ordinance has been signed by the Mayor, sealed with the Town seal, attested by me as Town Clerk, and duly numbered and recorded in the official records of the Town.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this ____ day of _____, 2021.

Susan Johnston, Town Clerk

(SEAL)



Agenda Item No. 13
PLANNING & DEVELOPMENT SERVICE
PLANNING DIVISION
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

TO: Mountain Village Town Council
FROM: John Miller, Senior Planner
FOR: Town Council Public Hearing; March 18, 2021
DATE: March 10, 2021
RE: Consideration of a Resolution regarding a Variance to the Community Development Code Requirements for Lot 165, Unit 6 - to allow the Maximum Height to increase from 35'-0" to 50'-9" and the Maximum Average Height to increase from 30'-0" to 31'-6", pursuant to CDC section 17.4.16.

BACKGROUND: The applicant for Agenda Item 13 has requested that their item be tabled by the Town Council. The memo is being provided not to open the public hearing but solely for the purpose of Town Council providing a motion to table the request for the variance at Lot 165, Unit 6.

RECOMMENDED MOTION: I move to table, the consideration of a Resolution regarding a Variance to the Community Development Code Requirements for Lot 165, Unit 6 – granting a Variance to Maximum Height and the Maximum Average Height, pursuant to CDC section 17.4.16.

/JJM



AGENDA ITEM 14
PLANNING & DEVELOPMENT SERVICE
PLANNING DIVISION
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

TO: Mountain Village Town Council

FROM: Michelle Haynes, Planning and Development Services Director

FOR: Town Council Meeting of March 18, 2021

DATE: March 5, 2021

RE: Consideration of a Resolution for a Class 5 Skier Access to the Ski Area by the general easement through an intervening lot, Lot 232BR, 274 Benchmark Drive pursuant to Community Development Code Section 17.3.14.L.1

BACKGROUND

In early February, the Town and Telluride Ski and Golf (TSG) received multiple complaints from members of the public that metal stakes and other dangerous obstacles had been placed in an area commonly used by skiers to access homes on Palmyra Drive from the Bridges ski run. Such skiers use this access point pursuant to a portion of general easement. TSG representatives met the owner of 274 Benchmark Drive, where the point of access exists, onsite to discern property boundaries and relocated the obstruction off TSG property. The staking, and later a rope, were then relocated onto the 274 Benchmark Drive property.

I subsequently called the owner of 274 Benchmark Drive to make him aware that any modifications to the general easements requires town approval and that otherwise the stakes/ropes needed to be removed. The owner removed the obstruction. The adjacent lot owners who live on Palmyra Drive had been utilizing this ski access for many years to connect from the Bridges Ski Run to Palmyra Drive. Subsequently, the neighbors submitted an application to continue use of the ski access of which a portion lies within the general easement on 274 Benchmark Drive (Lot 232BR) (see Map 3 below), consistent with Community Development Code Section 17.3.14.L(1).

ATTACHMENTS

Exhibit A. Resolution
Exhibit B. Application
Exhibit C. Criteria for review applicant narrative responses
Exhibit D. 2007 Survey of the property showing trees and general easements
Exhibit E. 2004 Replat inclusive of general easement language
Exhibit F. Letter from the Owner, Mr. & Mrs. Watkins dated 3.10.2021
Exhibit G. Supplemental Narrative provided by the applicant dated 3.11.2021

REFERRAL COMMENTS

Referrals were sent to Telluride Ski and Golf Co. and the Public Works Department. Public Works had no issue with the application. No referral comments were provided by Telluride Ski and Golf.

OWNER'S LETTER

As evidenced by the letter provide by the owner of the property (exhibit F.), the owners consider the ski access a nuisance, and visually and auditorily disruptive to the enjoyment of their property. Mr. & Mrs. Watkins purchased the property in August of 2019 and experienced their first ski season in 2020, during the Covid pandemic, likely an atypical and lower skier use year.

TOWN REVIEW PROCESS

As a general matter, the CDC defines the term “General Easement” as follows:

for the benefit of the TSG Ski & Golf, LLC ("TSG"), and/or its assigns, a perpetual easement sixteen feet (16") in width over, across and under all areas designated as sixteen foot (16') general easement on this replat for any and all uses, improvements and activities deemed necessary by TSG . . . Telluride Mountain Village Resort Company, . . . and the Town for the safe and efficient operation of the Telluride Ski Area, Telluride Golf Course and the Town, which include but are not limited to the following: utilities, drainage, electrical service, communication service, ski slope maintenance, bicycle access, skier access, roadway access, equestrian access, pedestrian access, golf cart access, snow making, waterways, slope maintenance, snow storage, retaining walls, snowmobile access, snow removal, snowcat access, water, sanitary sewer and storm sewer.

TSG and the TMVOA assigned their rights to certain general easements within the town to the Town at reception numbers 305359 and 339588. This represented a majority of the general easement; therefore, TSG and TMVOA are not a party to the general easement as set forth in such legal instruments.

(emphasis added).

Section 17.3.14(L) of the Community Development Code (“CDC”) goes on to provide, “One function of the general easement is to provide for skier access to the ski area,” and further sets forth the following review process to establish such skier access:

1. A lot owner may seek skier access to the ski area by the general easement through an intervening lot(s) only if the Town Council approves a class 5 development application for such request, and provided the following criteria are determined by the Council to be met:
 - a. No disturbance or snow grooming activity is proposed or shall occur in the general easement on the intervening lot(s) without the permission of the intervening lot owner(s).
 - b. There is adequate buffering and setback between the general easement and any existing home(s) on the intervening lot(s).
 - c. The owner(s) of the intervening lots are notified of the Council's consideration of the class 5 development application following the public hearing noticing requirements' mailing notice details, with at least 30 days notice provided prior to the Town Council meeting at which the development application will be considered.
 - d. The location of the access to the ski area is approved [by the] ski resort operator if there is any disturbance or snow grooming activity creating a formal entry into the ski area.

APPLICATION

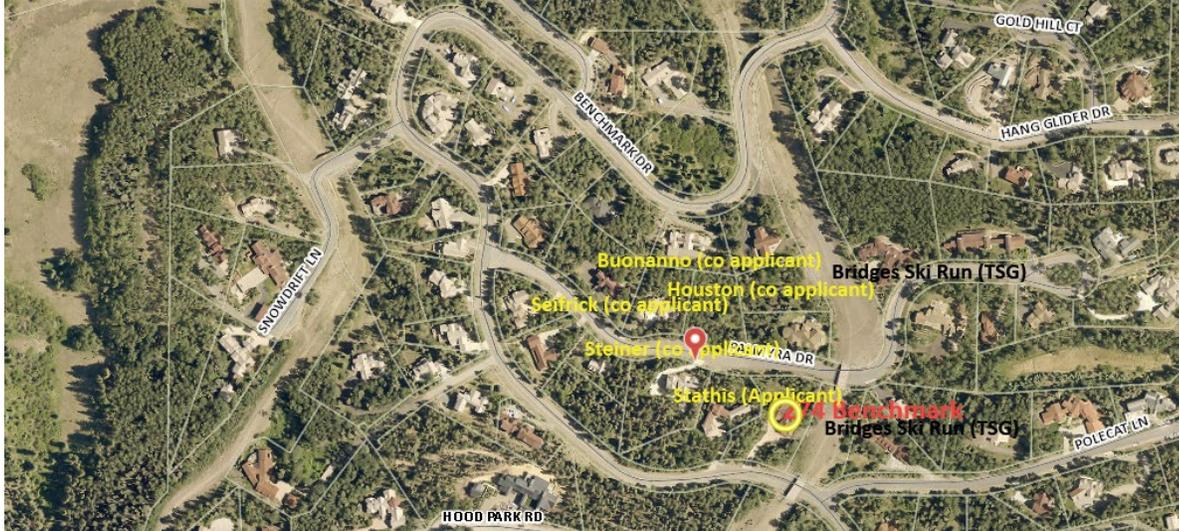
The following lot owners filed the class 5 application with the town, in order to continue to use a roughly 12-foot section of Lot 232BR’s general easement for ski access through an intervening lot to the ski area.

<u>Name</u>	<u>Address</u>
1. John Stathis	98 Palmyra Drive
2. Ann Seifrick	92 Palmyra Drive

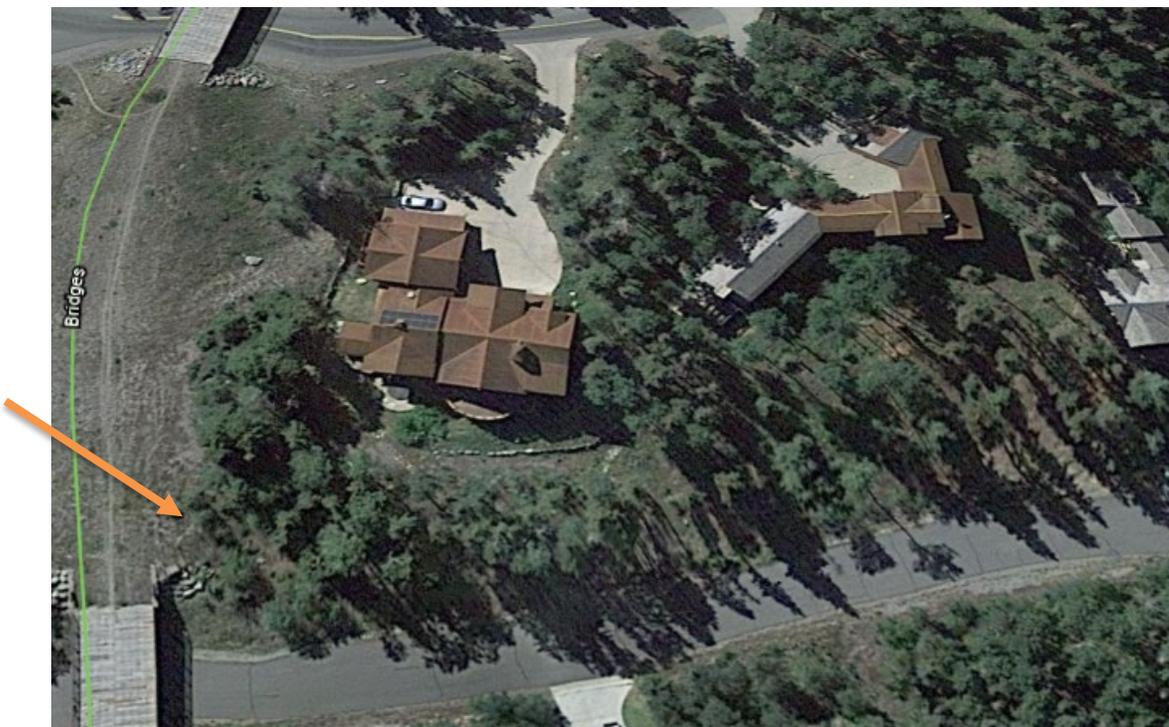
- 3. Chris Steiner 96 Palmyra Drive
- 4. Gary Buonanno 103 Palmyra Drive
- 5. David Houston 109 Palmyra Drive

LOCATION MAPS

Map 1. Location of 232BR (274 Benchmark Dr.), Applicants Homes and the Bridges Ski Run



Map 2. Google Earth snippet of 274 Benchmark Drive with area of ski access shown



Map 3. Applicant supplied exhibit showing the area in the general easement requested for use.



CRITERIA FOR REVIEW

Staff responses are in **bold**.

A lot owner may seek skier access to the ski area by the general easement through an intervening lot(s) only if the Town Council approves a class 5 development application for such request, and provided the following criteria are determined by the Council to be met:

- a. No disturbance or snow grooming activity is proposed or shall occur in the general easement on the intervening lot(s) without the permission of the intervening lot owner(s).

No disturbance or improvements to the general easement on the intervening lot is being requested other than access, for which the easement was intended.

- b. There is adequate buffering and setback between the general easement and any existing home(s) on the intervening lot(s).

There is about 75 feet between the ski access area and the owners patio/hot tub area. There is roughly only 38 feet from the side of the house to the bridges ski run to the east. By google map and plat, there appears to be adequate buffering and setback between the ski access and the owner's home.

- c. The owner(s) of the intervening lots are notified of the Council's consideration of the class 5 development application following the public hearing noticing requirements' mailing notice details, with at least 30 day notice provided prior to the Town Council meeting at which the development application will be considered.

Proof of mailing within the 30 day period to the property owner of 232BR was provided to staff.

- d. The location of the access to the ski area is approved [by the] ski resort operator if there is any disturbance or snow grooming activity creating a formal entry into the ski area.

TSG owns the property known as the Bridges Ski Run adjacent to Lot 232BR, but there is no disturbance of snow grooming activity proposed

STAFF ANALYSIS

Staff supports the application for skier access via the general easement through an intervening lot primarily because it meets the outlined criteria. The ski access has been in place for over twenty years (as shared by the applicants verbally), and ski access through the general easements is widely understood as one of the benefits of living within a ski resort community, as demonstrated by the general easement plat notes also found in each properties title reports and on a majority of the single family platted lots in the Mountain Village recorded plats of record.

The plat for 232BR contains the following general easement note:

The owners of Lots 232-AR and 232-BR hereby grant to Mountain Village Metropolitan District (the "District "); Telluride Mountain Village Resort Company, a Colorado non-profit corporation, doing business as Mountain Village Metropolitan Services, Inc. ("Metro Services") and the Town of Mountain Village (the "town" .), their successors and assigns, a perpetual easement, 16 ft in width over, across and under all areas designated as 16' General Easement on this replat for any and all uses, improvements and activities deemed necessary by Telluride Ski & Golf Company, LLLP, A Colorado limited liability limited partnership, the District, Metro Services, and the Town, which include but are not limited to the following: utilities, drainage, electrical services, communication service, ski slope maintenance, bicycle access, **skier access**, roadway access, equestrian access, pedestrian access, golf cart access, snow making, waterways, slope maintenance, snow storage, retaining walls, snowmobile access, snow removal, snowcat access, water, sanitary sewer and storm sewer.

(emphasis added)

This general easement note is unique in that most general easements assigned the benefitting party rights from the Telluride Company to the Town of Mountain Village around the time the town incorporated. This one indicates that both the ski company and the Telluride Mountain Village Homeowners Association in addition to the town, are all benefitting parties expressly for "any and all uses, improvements and activities deemed necessary by Telluride Ski and Golf," inclusive of skier access.

Staff believes that ski access is already permitted by virtue of the general easement note on the plat for 232BR; however, the CDC also provides the applicants a path for ski access through an intervening lot to the ski area pursuant to general easement by way of a Council determination and Resolution.

RECOMMENDED MOTION

Staff recommends approval based upon the CDC's outlined criteria. Should denial be considered, the Council must cite the criteria they believe are not being met of the four criteria of evaluation for this request as part of the motion. As a formality, staff would bring a denial motion back to the board for approval.

Proposed Approval Motion:

I move to approve a Resolution for skier access to the ski area by the general easement through an intervening lot specifically Lot 232BR, 274 Benchmark Drive as shown on exhibit A (to the resolution) with the following findings:

- 1. There is no disturbance of the general easement associated with this request.*
- 2. There is adequate buffering and setback between the ski access area and the home.*
- 3. The applicants provided public notice to the Owner 30 days prior to the Town Council meeting.*
- 4. This area is not required to be groomed for ski area operations.*

And the following conditions:

- 1. The Resolution shall be recorded with the San Miguel County Clerk and Recorder's office..*
- 2. The Applicant and Owner acknowledges and understands that any modifications to the general easement requires Town review and approval and/or owner consent consistent with CDC Section 17.3.4.*

/mbh

RESOLUTION APPROVING A CLASS FIVE SKIER ACCESS TO THE SKI AREA BY THE GENERAL EASEMENT THROUGH AN INTERVENING LOT, LOT 232BR, 274 BENCHMARK DRIVE

Resolution No. 2021-

- A.** The following homeowners constitute the Applicant(s):
- a. John Stathis at 98 Palmyra Drive
 - b. Ann Seifrick at 92 Palmyra Drive
 - c. Chris Steiner at 96 Palmyra Drive
 - d. Gary Buonanno at 103 Palmyra Drive
 - e. David Houston at 109 Palmyra
- B.** Caleb Watkins (“Owner”) is the owner of record of real property described as Lot 232BR, 274 Benchmark Drive (“Property”).
- C.** The Applicants submitted an Application for skier access to the ski area by the general easement through the Property pursuant to CDC Section 17.3.14.L.1.
- D.** The Applicant provided public notice to the Owner consistent with CDC Section 17.3.14.L.1.(c).
- E.** The Town Council considered the Application, along with evidence and testimony, at a public meeting held on March 18, 2021
- F.** The public meeting referred to above were preceded by publication of public notice of such meeting on such dates on the Town website.
- G.** After the public meeting referred to above, the Town Council each individually considered the Application’s submittal materials, and all other relevant materials, public letters and public testimony, and approved the Application with conditions.
- H.** The Town Council finds the Applications meets the criteria for decision contained in CDC Section 17.3.14.L.1 a-d as follows:

Criteria for Council Review

- a. No disturbance or snow grooming activity is proposed or shall occur in the general easement on the intervening lot(s) without the permission of the intervening lot owner(s).
- b. There is adequate buffering and setback between the general easement and any existing home(s) on the intervening lot(s).
- c. The owner(s) of the intervening lots are notified of the Council’s consideration of the class 5 development application following the public hearing noticing requirements’ mailing notice details, with at least 30 days notice provided prior to the Town Council meeting at which the development application will be considered.
- d. The location of the access to the ski area is approved [by the] ski resort operator if there is any disturbance or snow grooming activity creating a formal entry into the ski area

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL HEREBY APPROVES

SKIER ACCESS TO THE SKI AREA BY THE GENERAL EASEMENT THROUGH A PORTION OF THE GENERAL EASEMENT ON LOT 232BR, 274 BENCHMARK DRIVE AS SHOWN ON EXHIBIT A.

Section 1. Findings and Conditions of Approval

Findings:

1. There is no disturbance of the general easement associated with this request.
2. There is adequate buffering and setback between the ski access area and the home.
3. The applicants provided public notice to the Owner 30 days prior to the Town Council meeting.
4. This area is not required to be groomed for ski area operations.

And the following conditions:

1. The Resolution shall be recorded.
2. The Applicant and Owner acknowledge and understand that any modifications to the general easement requires Town review and approval and/or owner consent consistent with CDC Section 17.3.4.

Section 2. Resolution Effect

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

Section 3. Severability

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

Section 4. Effective Date

This Resolution shall become effective on March 18, 2021 (the "Effective Date") as herein referenced throughout this Resolution.

Section 5. Public Hearing

A public meeting on this Resolution was held on the 18th day of March, 2021 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

Approved by the Town Council at a public hearing held on March 18, 2021.

Town of Mountain Village, Town Council

By: _____
Laila Benitez, Mayor

Attest:

By: _____
Susan Johnston, Town Clerk

Approved as to Form:

Paul Wisor, Town Attorney

LOT 232 BR



xxxxx Area that we request ski access on Lot 232 BR



DESIGN REVIEW PROCESS APPLICATION

PLANNING & DEVELOPMENT SERVICES
455 Mountain Village Blvd. Suite A
Mountain Village, CO 81435
970-728-1392
970-728-4342 Fax
cd@mtnvillage.org

Revised 1.3.2020

Handwritten signature

The Planning & Development Services Department is here to assist you with your development application pursuant to the Community Development Code (CDC).

This publication outlines the Design Review Process Development Application process of the CDC and also provides the submittal requirements for such development application.

Contents of the Publication

This publication is intended to address the submittal requirements for a Design Review Development Application. However, it is each applicant's responsibility to review the CDC and any associated regulations to ensure a full understanding of the development application process.

Development Review Process

After any required conceptual worksession with the Design Review Board (DRB) and/or the Town Council, design review process development applications shall be processed as a determination of no effect (DNE), class 1, class 2 or class 3 development applications as follows:

Determination of No Effect: Staff level review by email – no formal approval necessary

Class 1 application: Staff development application review process;

Class 2 application: Staff-DRB chair development application review process;

Class 3 application: DRB development application review process;

Determination of No Effect (DNE). The following types of applications are processed as a determination of no effect.

1. Must be a modification that is like for like. For example, reconstructing a deck with the same material and dimension; replacing a roof with the same material; changing a window or door of the same dimension, size and material, replacing a retaining wall with the same material, dimension and location, replacing landscaping like for like.

Application Requirements for a DNE.

- **Application** (page 10 of this application packet)
- **Brief Description** (Can be provided on the application)
- **A site plan, survey (if needed), drawings, photographs, and material examples, cut sheets or descriptions** sufficient so that staff can evaluate the requested type of replacement (like-for-like) work that will occur on the property. (Attached to an email in pdf or jpg format)

What to expect

Planning staff will evaluate your application and determine whether a Class 1,2 or 3 design review (design review) is required or not. If not required, and the applicant has otherwise demonstrated that the proposed modification is considered to have no effect, staff will draft an email to the applicant that states that design review is not required. Also, the applicant must print and submit the email as part of a building permit application (if a building permit is required) to further demonstrate design review is not necessary.



DESIGN REVIEW PROCESS APPLICATION

PLANNING & DEVELOPMENT SERVICES
455 Mountain Village Blvd. Suite A
Mountain Village, CO 81435
970-728-1392
970-728-4342 Fax
cd@mtnvillage.org

Revised 1.3.2020

Class 1 Applications. *The following types of Design Review Process development applications shall be processed as class 1 applications:*

1. Design revisions or remodeling that are minor in nature, does not alter the massing of the structure and does not compromise the intent of the Design Regulations or approved plans provided the developer provides a courtesy notice to all property owners within 400 feet of the lot affected by the redevelopment;
2. Painting or staining of an existing home or structure that is different than the existing paint or stain;
3. Roofing replacement that is different than the existing roof material;
4. Insubstantial landscaping and grading development applications;
5. Sign permits;
6. Bridges for recreational or pedestrian paths;
7. Fire mitigation and forestry management projects;
8. New or modified lighting on all buildings and structures;
9. The replacement of a lift with a new lift provided the capacity of the lift is not changing;
10. Minor golf course improvements or landscaping, such green or tee replacements; and
11. Minor ski resort improvements such as replacing or installing a snowmaking line.

Class 2 Development Applications. *The following types of Design Review Process development applications shall be processed as class 2 applications:*

1. Building additions that do not increase the floor area by more than twenty-five percent (25%) of the primary structure;
2. Design revisions or remodeling that are more significant in nature, minimally alters the massing of the structure and does not compromise the intent of the Design Regulations or approved plans provided the developer provides a courtesy notice to all property owners within 400 feet of the lot affected by the redevelopment;
3. New or remodeled, non-residential buildings or structures with less than 2,500 sq. ft. of floor area; and
4. Substantial landscaping and grading development applications;

If any design variation is sought for class 1 or 2 development applications set forth above, such development application shall be processed as a class 3 application. The review authority may elect to elevate a Design Review Process development application to a class 3 process based on complicating factors, complex design or other similar considerations. If the review authority elects to elevate a Design Review Process development application to a class 3 process, no public notice of such application is required.

Class 3 Development Applications. *All other Design Review Process development applications not listed above shall be processed as class 3 applications.*

The development application process generally consists of the following steps:



DESIGN REVIEW PROCESS APPLICATION

PLANNING & DEVELOPMENT SERVICES
455 Mountain Village Blvd. Suite A
Mountain Village, CO 81435
970-728-1392
970-728-4342 Fax
cd@mtnvillage.org

Revised 1.3.2020

- Step 1: Pre-submittal Meeting with Applicant and Planning Division (Class 2 and 3 Applications, or if Required for Class 1 Applications)**
- Step 2: Applicant Development Application Submittal**
- Step 3: Planning Division Development Application Completeness Check**
- Step 4: Planning Division Development Application Referral and Review**
- Step 5: Planning Division Follow-up Communication**
- Step 6: Applicant Plan Revisions**
- Step 7: Planning Division Schedule Review Authority Public Hearings (Class 3 Applications for Initial Architecture and Site Review and Final Review)**
- Step 8: Applicant Public Noticing for Class 3 Applications (Minimum of 15days prior to hearing)**
- Step 9: Planning Division Preparation of Staff Reports (Typically only for Class 2 and 3 applications)**
- Step 10: Two Design Review Board Public Hearings are required for Class 3 Applications (Class 1 and 2 Applications May be Elevated)**
- Step 11: Review Authority Action**
- Step 12: Planning Division Provides Notice of Action**
- Step 13: Effective Date of Application Decision and Appeal**
- Step 14: Length of Validity (Generally 18 months unless longer vesting)**

Development Application Submittal Requirements:

The following forms, information and plans will need to be submitted in order to have a complete development application. Situations will occur when all of the listed submittal requirements will not be required and where items not listed as submittal requirements will be required in order for the Town to have sufficient information to fully evaluate the impacts of a development application. The Planning Division is therefore authorized to determine, based on the nature of a development application, whether to waive submittal requirements or require additional submittal requirements.



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TOWN OF MOUNTAIN VILLAGE FEE REQUIREMENTS ACKNOWLEDGEMENT

The Town of Mountain Village requires specific fees to be paid with a development application including legal and attorney fees associated with processing land development applications, inquiries and review. Please read and acknowledge the below fee requirement which are found at Community Development Code Section 17.4.4. General Provisions Applicable to All Development Application Classes, Section L. Fees.

L. Fees

1. Fee Schedule. The Town Council shall, from time to time, adopt a fee resolution setting forth all development application fees and associated permit fees. Fees for submittals not listed in the fee schedule resolution shall be determined by the Director of Community Development on a case-by-case basis determined by the similarity between the submittal and the development applications listed on the fee schedule together with the estimated number of hours of staff time the review of the submittal will require. No development application shall be processed, nor any development or building permits shall be issued until all outstanding fees or moneys owed by the applicant, lot owner, developer or related entity, as defined by the Municipal Code, to the Town, in any amount for any purpose, including but not limited to any fees, delinquent taxes, required Town licenses, permit fees, court fines, costs, judgments, surcharges, assessments, parking fines or attorney's fees are paid to the Town.

2. Town Attorney Fees. The applicant shall be responsible for all legal fees incurred by the Town in the processing and review of any development application or other submittal, including but not limited to any Town Attorney fees and expenses incurred by the Town in the legal review of a development application together with the legal review of any associated legal documents or issues. Legal expenses so incurred shall be paid for by the applicant prior to the issuance of any permits.

3. Property or Development Inquiries. The Town requires that Town Attorney legal fees and expenses be paid for all development or property inquiries where a legal review is deemed necessary by the Town. The developer or person making the inquiry, whichever the case may be, shall be informed of this obligation and execute a written agreement to pay such legal expenses prior to the Town Attorney conducting any legal review. A deposit may be required by the Director of Community Development prior to the commencement of the legal review.

4. Other Fees. The applicant shall be responsible for all other fees associated with the review of a development application or other submittal conducted by any outside professional consultant, engineer, agency or organization and which are deemed necessary by the Town for a proper review.

5. Recordation Fees. The Community Development Department will record all final plats, development agreements and other legal instruments. The applicant shall be responsible for the fees associated with the recording of all legal instruments.

I have read and acknowledge the fee requirements associated with my application.

(signature required)

2/8/21

(date)



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 455 Mountain Village Blvd. Suite A
 Mountain Village, CO 81435
 970-728-1392
 970-728-4342 Fax
 cd@mtnvillage.org

DESIGN REVIEW PROCESS APPLICATION

APPLICANT INFORMATION

Name: Co-Applicants on pg. 11 c/o John Stathis		E-mail Address: jgstathis@gmail.com	
Mailing Address: 98 Palmyra Dr.		Phone: (917) 842-6816	
City: Mountain Village	State: CO	Zip Code: 81435	
Mountain Village Business License Number:			

PROPERTY INFORMATION

Physical Address: 274 Benchmark LOT 232BR		Acreage: on file
Zone District: Single Family	Zoning Designations: on file	Density Assigned to the Lot or Site:
Legal Description: on file		
Existing Land Uses: Single Family		
Proposed Land Uses: Single Family		

OWNER INFORMATION

Property Owner: Caleb and Dawn Watkins		E-mail Address:	
Mailing Address: 179 Fern Way		Phone:	
City: Santa Rosa Beach	State: FL	Zip Code: 32459	

DESCRIPTION OF REQUEST

We, the co-applicants, request ski access across a small corner of LOT 232BR as detailed in the attached map of the afore-mentioned lot. Our path is well within the General Easement which provides for this use as detailed in the attached Exhibit T-1, Section C. Our neighborhood has a long history of using this ski access.



DESIGN REVIEW PROCESS APPLICATION

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 455 Mountain Village Blvd. Suite A
 Mountain Village, CO 81435
 970-728-1392
 970-728-4342 Fax
 cd@mntvillage.org

**OWNER/APPLICANT
 ACKNOWLEDGEMENT
 OF RESPONSIBILITIES**

I, John Stathis, the owner of Lot 231A - 98 Palmyra the "Property") hereby certify that the statements made by myself and my agents on this application are true and correct. I acknowledge that any misrepresentation of any information on the application submittal may be grounds for denial of the development application or the imposition of penalties and/or fines pursuant to the Community Development Code. We have familiarized ourselves with the rules, regulations and procedures with respect to preparing and filing the development application. We agree to allow access to the proposed development site at all times by members of Town staff, DRB and Town Council. We agree that if this request is approved, it is issued on the representations made in the development application submittal, and any approval or subsequently issued building permit(s) or other type of permit(s) may be revoked without notice if there is a breach of representations or conditions of approval. By signing this acknowledgement, I understand and agree that I am responsible for the completion of all required on-site and off-site improvements as shown and approved on the final plan(s) (including but not limited to: landscaping, paving, lighting, etc.). We further understand that I (we) are responsible for paying Town legal fees and other fees as set forth in the Community Development Code.

Signature of Owner

Date

[Handwritten Signature]

2/5/21

Signature of Applicant/Agent
 (CO-APPLICANT)

Date

OFFICE USE ONLY

Fee Paid:

By:

Planner:

CO-APPLICANTS:

	<u>NAME</u>	<u>SIGNATURE</u>	<u>ADDRESS</u>
27	<u>Ann Seifrick</u>	<i>[Handwritten Signature]</i>	<u>92 Palmyra Dr.</u>
37	<u>Chris Steiner</u>	<u>see attached - emailed</u>	<u>96 Palmyra Dr.</u>
47	<u>GARY ^{Sue} BUONANNI</u>	<i>[Handwritten Signature]</i>	<u>103 Palmyra Dr</u>
57	<u>DAVID HOUSTON</u>	<u>see attached - emailed</u>	<u>109 Palmyra Dr.</u>
67	<u>Katly Peter Scheu</u>	<u>see attached - emailed</u>	<u>101 Palmyra.</u>
77	<u>Christopher Hamm</u>	<i>[Handwritten Signature]</i>	<u>94 Palmyra</u>



DESIGN REVIEW PROCESS APPLICATION

420 Mountain Village Blvd. Suite A
Mountain Village, CO 81435
970-738-1397
970-738-0342 fax
cd@mountainvillage.org

OWNER/APPLICANT ACKNOWLEDGEMENT OF RESPONSIBILITIES

I, _____, the owner of Lot _____ (the "Property") hereby certify that the statements made by myself and my agents on this application are true and correct. I acknowledge that any misrepresentation of any information on the application submittal may be grounds for denial of the development application or the imposition of penalties and/or fines pursuant to the Community Development Code. We have familiarized ourselves with the rules, regulations and procedures with respect to preparing and filing the development application. We agree to allow access to the proposed development site at all times by members of Town staff, DRB and Town Council. We agree that if this request is approved, it is issued on the representations made in the development application submittal, and any approval or subsequently issued building permit(s) or other type of permit(s) may be revoked without notice if there is a breach of representations or conditions of approval. By signing this acknowledgement, I understand and agree that I am responsible for the completion of all required on-site and off-site improvements as shown and approved on the final plan(s) (including but not limited to: landscaping, paving, lighting, etc.). We further understand that I (we) are responsible for paying Town legal fees and other fees as set forth in the Community Development Code.

Signature of Owner _____ Date _____
Signature of Applicant/Agent _____ Date 3/15/21
(CO-APPLICANT)

OFFICE USE ONLY
Fee Paid: _____ By: _____
Planner: _____

<u>CO-APPLICANTS:</u>		
<u>NAME</u>	<u>SIGNATURE</u>	<u>ADDRESS</u>
Ann Sarrick		92 Palmyra Dr.
Chris Steiner		416 Palmyra Dr.
GARY BUONARINO		105 Palmyra Dr.
DAVID HOUSTON		109 Palmyra Dr.
Kathy Schen		101 Palmyra Dr.

LOT 232 BR



xxxxx Area that we request ski access on Lot 232 BR

FIRST SUPPLEMENT TO AGREEMENT REGARDING GENERAL EASEMENTS

This First Supplement to Agreement Regarding General Easements ("First Supplement") is entered into this 22nd day of October, 1996 by The Telluride Company, a Colorado corporation doing business as Telluride Ski & Golf Company ("Telski"), the Town of Mountain Village, a home rule municipality and political subdivision of the State of Colorado ("Town") and the Mountain Village Metropolitan District, a quasi municipal corporation of the State of Colorado ("District").

Recitals

- A. On February 28, 1996 Telski, the Town, and the District entered into that certain Agreement Regarding General Easements ("Agreement"), attached hereto as Exhibit T-1.
- B. Pursuant to the terms of the Agreement, Telski assigned (i) a 50 percent undivided interest to the Town and (ii) a 50 percent undivided interest to the District of all its right, title, and interest, except as reserved pursuant to paragraph 2 of the Agreement, in the General Easement (as defined in the Agreement) over, under, and across certain lots
- C. The parties now wish to supplement the Agreement by having Telski assign the interest described in the Agreement to additional lots.

Agreement

NOW, THEREFORE, in consideration of the premises stated above and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows.

- 1. Amendment The Agreement is supplemented to reflect that all the terms and provisions of the Agreement apply to the following Town of Mountain Village lots as well as the lots listed in Paragraph 1 of the Agreement: 175, 176, 177, 178, 179, 180, 181 and 182.

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EXHIBIT T-1

AGREEMENT REGARDING GENERAL EASEMENTS

THIS AGREEMENT REGARDING GENERAL EASEMENTS ("Agreement") is entered into this 28th day of February, 1996 by The Telluride Company, a Colorado corporation doing business as Telluride Ski & Golf Company ("Telski"), the Town of Mountain Village, a home rule municipality and political subdivision of the State of Colorado ("Town"), and the Mountain Village Metropolitan District, a quasi-municipal corporation of the State of Colorado ("District").

RECITAALS

A. Telski has platted numerous residential and commercial lots in the Mountain Village since the San Miguel County Board of Commissioners granted Final Development Plan Approval for the Mountain Village Planned Unit Development (the "Mountain Village") on December 22, 1981.

B. Telski has reserved a 16 foot easement over, across and under the perimeter (the "General Easement") of a majority of the residential lots platted in the Mountain Village.

C. The plat language reserving the General Easement is as follows:

"An easement, 16 feet in width, inuring to the benefit of The Telluride Company, its successors' and assigns, is hereby established and reserved over, across, and under those lots designated on this plat by the symbol "GE" for the purpose of any and all improvements required for those users and activities deemed necessary by The Telluride Company for the safe or efficient operation of the Telluride Mountain Village or the Telluride Ski Area, which include but are not limited to the following: utilities, drainage, electrical service, natural gas service, propane service, telephone service, cable television service, communication services, ski slope maintenance, bicycle access, skier access, roadways, access, equestrian access, pedestrian access, golf cart access, snowmaking, waterways, slope maintenance, snow storage, retaining walls, snowmobile access, snow removal, snowcat

access, water, sanitary sewer, and storm sewer."

D. The Mountain Village is currently located within the incorporated area of the Town, and the Town has enacted ordinances to provide for the safe and efficient operation of the Town.

E. The Mountain Village is located within the boundaries of the District, and the District is responsible for maintaining dedicated roads and the water, sewer, and cable TV systems within its boundaries.

F. With respect to certain platted lots in the Mountain Village, Telski has determined that the Town and the District are the proper entities to control the General Easement for the safe and efficient operation of the Town, the District and Telski.

G. The parties desire to set forth the terms under which Telski hereby assigns its right, title, and interest in the General Easement to the Town and District.

AGREEMENT

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

1. Assignment of General Easement. Telski hereby assigns (i) a 50% undivided interest to the Town and (ii) a 50% undivided interest to the District of all its right, title, and interest, except as reserved pursuant to paragraph 2 below, in the General Easement over, under, and across the following Town lots:

NOW, THEREFORE, in consideration of the premises stated above and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns (i) a 50 percent undivided interest to Town and (ii) a 50 percent undivided interest to the District of all of its right, title, and interest except as stated herein in the Easement over, under and across the following Town of Mountain Village lots: Lot Nos. R3, 4, 5, 6, 7, 7A, 17, 18, 19, 20, 21, 22, 23A, 23B, 89-2A, 89-2B, 89-2C, 89-3A, 89-3B, 89-3C, 89-3D, 90, 91, 92, 93, 94, 95, 96, 97, 98, 100, 101, 102, 103, 104, 114, 115, 116, 117, 118, 119, 120, 121, 134, 135, 136, 137, 138, 139, 143A, 143B, 143C, 143D, 144A, 144B, 145A, 145B, 146A, 146B, 147A, 147B, 147C, 148A, 148B, 149, 151A, 151B, 151C, 152A, 152B, 152C, 153, 154, 155, 156A, 156B, 157A, 157B, 157C, 158, 159, 162A, 162B, 163, 164A, 164B-1, 164B-2, 170, 171, 172, 173, 174A, 174B, 201A, 201B, 202A, 202B, 203, 204, 205A, 205B, 207A, 207B, 208A, 208B, 209, 210A, 210B, 211, 212, 213, 214A, 214B, 215A, 215B, 216A, 216B, 217A, 217B, 218, 219A, 219B, 220A, 220B, 221A, 221B, 222A, 222B, 223A, 223B, 224A, 224B, 225A, 225B, 226A, 226B, 227A, 227B, 228, 229A, 229B, 230A, 230B, 231A, 231B, 232A, 232B, 233A, 233B, 234, 235A, 235B, 236A, 236B,

237A, 237B, 238, 239A, 239B, 240A, 240B, 241A, 241B, 242A, 242B, 243A, 243B, 244A, 244B, 245, 246, 247, 248, 249A, 249B, 250A, 250B, 251, 252A, 252B, 253A, 253B, 254A, 254B, 255A, 255B, 256A, 256B, 257A, 258, 259A, 259B, 260, 261, 262A, 262B, 263, 264A, 264B, 265A, 265B, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337R, 338R, 339, 340, 341R, 342R, 343R, 344R, 345, 346, 349, 350R, 351, 352, 353, 354R, 355, 356, 357, 358, 359, 360, 362R, 364R, 366R, 367, 368, 369, 370, 371, 372, 375, 380, 381, 382, 383, 385, 389, 401A, 401B, 402A, 402B, 403A, 403B, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414A, 414C, 416A, 416B, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 615B, 620, 621, 622, 623, 624, 625, 626, 627, 628A, 628B, 628C, 628D, 628E, 628F, 628G, 628H, 628I, 628J, 628K, 628L, 628M, 628N, 628P, 629, 630, 631, 632, 633, 634, 636A, 637A, 637B, 637C, 638A, 638B, 638C, 641A, 641B, 641C, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726R, 727R, 728R, 729R, 730R, 731R, 732R, 733, 734, 801, 802, 803, 804, 805, 806, 807A, 807B, 808, 809R, 810A, 810B, 810C, 904, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922R, 923R, 924, 925, 926R, 926A-R, 927R, 928, 929, 930, 931, 932, 1004A, 1004B, 1149, 1150, 1155, 1156, 1157, 1158, 1159, 1160, 1161R, 1162R, 1163, 1164, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175R, SS6-A, SS6-B, SS165A, SS165B, SS811 and SS923A.

The Town and District hereby accept the interests in the General Easement herein assigned to them. Neither the Town nor the District shall convey its ownership interest in the General Easement to any other person or entity without the prior written consent of Telski. The Town or the District may, without the consent of Telski, assign non-exclusive interests in the General Easement to third parties who demonstrate a need which is included within the ambit of General Easement as set forth in paragraph C above.

2. Nonexclusive Interest. Upon written request by Telski, the Town and District shall re-assign a nonexclusive interest in the General Easement back to Telski for any purpose deemed necessary by Telski for the safe and efficient operation of the Telluride Ski Area or the Telluride Golf Club, including but not limited to, those uses set forth in paragraph C above, subject, however, to any prior actions or approvals with respect to the General Easement by the Town and/or the District.

3. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties relating to the subject matter of this Agreement and supersedes all prior oral or

written agreements, understandings, warranties, representations, letters of intent, or commitments by or between the parties relating to the subject matter of this Agreement.

4. No Oral Modifications/Amendments/Waivers. No oral amendment of this Agreement shall be binding upon the parties. Any modification or amendment of this Agreement must be in writing and signed by all parties. No waiver of any provision hereof by a party shall be deemed, nor constitute, a continuing waiver; any such waiver to be effective must be in writing and executed by the party making the waiver.

5. Severability. Each of the provisions of this Agreement shall be deemed independent and severable. If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or applications.

6. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Colorado.

7. Venue. Any action or proceeding which arises out of this Agreement shall be brought in San Miguel County, Colorado.

8. Captions. All titles and captions used in this Agreement are for convenience of reference only and shall not enlarge, limit, or otherwise affect that which is set forth in any paragraph, section, or article hereof.

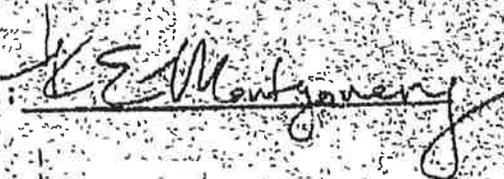
9. Attorneys' Fees. If any action or legal proceeding is brought which arises out of this Agreement, the prevailing party shall be entitled to costs and expenses incurred and reasonable attorneys' fees.

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IN WITNESS WHEREOF, the parties have executed this Agreement
intending that this Agreement be effective as of the date and
year first set forth above.

THE TELLURIDE COMPANY

By: 
A. J. Wells, President

Attest: 

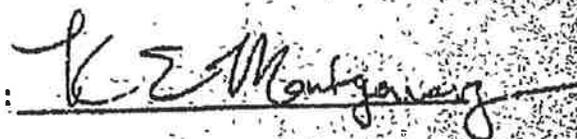
TOWN OF MOUNTAIN VILLAGE

By: 
Darrel R. Huschke, Mayor

Attest: 

MOUNTAIN VILLAGE METROPOLITAN DISTRICT

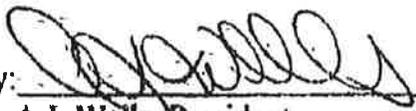
By: 
A. J. Wells, President

Attest: 

2 Miscellaneous. Except as specifically supplemented, the Agreement shall remain unchanged and in full force and effect, with any conflict between the two being resolved in favor of this First Supplement. This First Supplement supersedes any previous agreement by the parties in connection with its subject matter. This First Supplement may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall be deemed one and the same instrument.

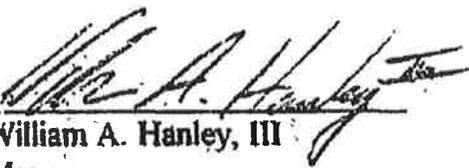
IN WITNESS WHEREOF, the parties have executed this First Supplement effective as of the date first set forth above.

THE TELLURIDE COMPANY

By: 
A.J. Wells, President

Attest: 

TOWN OF MOUNTAIN VILLAGE

By: 
William A. Hanley, III
Mayor

Attest: 

MOUNTAIN VILLAGE METROPOLITAN DISTRICT

By: 
A.J. Wells, President

Attest: 

We, the co-applicants, believe our request for skier access to the ski area by the general easement through a tiny corner of Lot 232BR meets the following criteria necessary in order to grant approval by the Town Council:

- a. No disturbance or snow grooming activity is proposed or shall occur in the general easement on the intervening lot without the permission of the intervening lot owner.
- b. There is adequate buffering and setback between the general easement and any existing home on the intervening lot. The proposed ski trail is well within the area of the general easement and is also considerably further from the existing home than the actual Bridges ski run.
- c. The owner of the intervening lots was notified of the Council's consideration of the class 5 development application following the public hearing noticing requirements' mailing notice details, with at least 30 days notice provided prior to the Town Council meeting at which the development application will be considered.
- d. The location of the access to the ski area is approved ski resort operator if there is any disturbance or snow grooming activity creating a formal entry into the ski area.

CERTIFICATE OF OWNERSHIP

KNOW ALL PERSONS BY THESE PRESENTS that James R. Royer and Carol Ann Batts, being the owners in fee simple of Lot 232-A, according to the Subdivision Exception Plat for Lot Line Adjustment for Lots 232-A and 232-B and Replat of Lot 232, Telluride Mountain Village, Filing 6, recorded in Plat Book 1 of Page 1174 and according to the Town of Mountain Village Official Lot List, recorded in Book 548, a part of the NE 1/4 of the SE 1/4 of Section 4 and the NW 1/4 of the SW 1/4 of Section 3, both of Township 42 North, Range 9 West of the New Mexico Principal Meridian, County of San Miguel, State of Colorado, the perimeter of said Lots 232-A and 232-B, beginning at the Northeast corner of said Lot 232-B, thence S17°30'00"W, a distance of 118.98 feet; thence S26°54'10"W, a distance of 142.56 feet; thence N66°38'04"W, a distance of 48.28 feet to a point of curvature; thence along the arc of a 228.95 foot radius curve to the left, through a central angle of 37°56'23", an arc length of 152.27 feet; thence S72°35'36"W, a distance of 30.43 feet to a point of curvature; thence along the arc of a 270.00 foot radius curve to the right, through a central angle of 102°38'09", an arc length of 49.98 feet; thence N18°15'00"E, a distance of 274.08 feet to a point of non-tangent curvature; thence westerly, along the arc of a 330.00 foot radius curve to the left, through a central angle of 171°00", an arc length of 60.48 feet, the chord of which bears S80°22'27"E, a distance of 98.98 feet; thence S89°00'00"E, a distance of 96.77 feet to a point of curvature; thence along the arc of a 270.00 foot radius curve to the right, through a central angle of 183°00", an arc length of 71.75 feet; thence S72°30'00"E, a distance of 22.00 feet to the POINT OF BEGINNING, hereby make an Amendment to the Final Plat of said property in accordance with the Amendment to the Final Plat shown herein.

ACKNOWLEDGMENT

State of ARIZONA }
County of PIMA }
The foregoing signature was acknowledged before me this 4th day of November, 2003 A.D. by Daniel D. Stricoz.
My commission expires June 9, 2006.
JACQUELINE M. HANCO
Notary Public, Arizona
My Commission Expires June 9, 2006

ACKNOWLEDGMENT

State of ARIZONA }
County of PIMA }
The foregoing signature was acknowledged before me this 5th day of November, 2003 A.D. by Debra Dunn Stricoz.
My commission expires June 9, 2006.
JACQUELINE M. HANCO
Notary Public, Arizona
My Commission Expires June 9, 2006

TITLE INSURANCE COMPANY CERTIFICATE

Security Title Guaranty Co.
We hereby certify that we have examined the title to the lands herein shown on this Replat and that the title to this land is in the names of James R. Royer, Carol Ann Batts, Edward J. Woosley, Karen J. Oxford, Daniel D. Stricoz and Debra Dunn Stricoz, and is free and clear of all encumbrances, liens, taxes, and special assessments except as follows:

- 1. Taxes for the current year, including all taxes now or heretofore assessed, due or payable.
2. Construction Deed of Trust from JAMES R. ROYER and CAROL ANN BATTLE to the Public Trustee of San Miguel County for the benefit of FIRST NATIONAL BANK to secure an indebtedness in the principal sum of \$2,000,000, and any other amounts and/or obligations secured thereby, dated OCTOBER 7, 2002 and recorded on OCTOBER 16, 2002 as Reception No. 352342.
3. Debtor's Notice, recorded October 16, 2002, at Reception No. 352376, subject to the terms, conditions, provisions and obligations contained therein.
4. UCC-1 Financing Statement from JAMES R. ROYER and CAROL ANN BATTLE, Debtors, to FIRST NATIONAL BANK, Secured Party, recorded OCTOBER 24, 2002 at Reception No. 352550.

As to Lot 232A, TMC:
1. Taxes for the current year, including all taxes now or heretofore assessed, due or payable.
Title Insurance Company Representative 1/1/13

GRANT OF EASEMENT

The owners of Lots 232-AR and 232-BR hereby grant to Mountain Village Metropolitan District (the "District"), Telluride Mountain Village Resort Company, a Colorado non-profit corporation, doing business as Mountain Village Metropolitan Services, Inc. ("Metro Services"), and the Town of Mountain Village (the "Town"), their successors and assigns, a perpetual easement, 16 feet in width over, across and under all areas designated as 18' General Easement on this replat for any and all uses, improvements and activities deemed necessary by Telluride Ski & Golf Company, LLP, a Colorado limited liability partnership, the District, Metro Services, and the Town, which include but are not limited to the following: utilities, drainage, electrical service, communication service, ski slope maintenance, bicycle access, skier access, roadway access, equestrian access, pedestrian access, golf cart access, snow making, waterways, slope maintenance, snow storage, retaining walls, snowmobile access, snow removal, snowmelt access, water, sanitary sewer, and storm sewer.

OWNER: James R. Royer
OWNER: Carol Ann Batts
OWNER: Edward J. Woosley aka Woosley
OWNER: Karen J. Oxford
OWNER: Daniel D. Stricoz
OWNER: Debra Dunn Stricoz

ACKNOWLEDGMENT

State of Colorado }
County of San Miguel }
The foregoing signature was acknowledged before me this 12th day of November, 2003 A.D. by James R. Royer.
My commission expires My Commission Expires 07/09/07
Witness my hand and seal.
JACQUELINE M. HANCO
Notary Public, Arizona
My Commission Expires June 9, 2006

ACKNOWLEDGMENT

State of Colorado }
County of San Miguel }
The foregoing signature was acknowledged before me this 12th day of November, 2003 A.D. by Carol Ann Batts.
My commission expires My Commission Expires 07/09/07
Witness my hand and seal.
JACQUELINE M. HANCO
Notary Public, Arizona
My Commission Expires June 9, 2006

ACKNOWLEDGMENT

State of Arizona }
County of PIMA }
The foregoing signature was acknowledged before me this 4th day of November, 2003 A.D. by Edward J. Woosley aka Woosley.
My commission expires June 9, 2006
Witness my hand and seal.
JACQUELINE M. HANCO
Notary Public, Arizona
My Commission Expires June 9, 2006

ACKNOWLEDGMENT

State of Arizona }
County of PIMA }
The foregoing signature was acknowledged before me this 5th day of November, 2003 A.D. by Karen J. Oxford, aka Ooblesley.
My commission expires June 9, 2006
Witness my hand and seal.
JACQUELINE M. HANCO
Notary Public, Arizona
My Commission Expires June 9, 2006

ACKNOWLEDGMENT

State of Arizona }
County of PIMA }
The foregoing signature was acknowledged before me this 4th day of November, 2003 A.D. by Daniel D. Stricoz.
My commission expires June 9, 2006
Witness my hand and seal.
JACQUELINE M. HANCO
Notary Public, Arizona
My Commission Expires June 9, 2006

ACKNOWLEDGMENT

State of Arizona }
County of PIMA }
The foregoing signature was acknowledged before me this 5th day of November, 2003 A.D. by Debra Dunn Stricoz.
My commission expires June 9, 2006
Witness my hand and seal.
JACQUELINE M. HANCO
Notary Public, Arizona
My Commission Expires June 9, 2006

NOTES

- 1. Approval of this plan may create a vested property right pursuant to Article 68 of Title 24, C.R.S., as amended.
2. Easement research and legal description from Alpine Title, LLC Order No. 02-09001 and 02-9002 dated September 4, 2002 at 7:45 A.M.
3. BASIS OF BEARINGS: The bearing from monument "OVERPASS" to monument "RM" was assumed as N 31°16'24" W from Banner Associates, Inc. project bearings.
4. Notice is hereby given that the area included in the plat described herein is subject to the regulations of the Land Use Ordinances, of the Town of Mountain Village, January, 2001 as amended.
5. NOTES OF CLARIFICATION
a. The configuration of the following lots, tracts, and right-of-way have been modified by this plat: None
b. The following lots have been created by this plat: Lot 232-AR and Lot 232-BR
c. The following lots have been deleted by this plat: Lot 232-A and Lot 232-B
6. Reservation of Easement and Agreement for Common Access recorded in Book 484 at Page 01-06 is being vacated and released by this Replat and the by the Replat and Land Exchange Agreement recorded at Reception No. 232-217.

SECURITY INTEREST HOLDER'S CONSENT

The undersigned First National Bank, as a beneficiary of a deed of trust which constitutes a lien upon the declarant's property, recorded at Reception No. 352342, in the San Miguel County Clerk and Recorder's real property records, hereby consents to the subdivision of the real property as depicted on this Plat and to the dedication of land as streets, alleys, roads and other public areas, as designated on this Plat, and hereby releases said dedicated lands from the lien created by said instrument.

Name: Thomas H. Kenning
Date: December 16, 2003
Address: Box 2000 Telluride
Signature: [Signature]
Title: President
ACKNOWLEDGMENT
State of Colorado }
County of San Miguel }
The foregoing signature was acknowledged before me this 16th day of December, 2003 A.D. by Thomas H. Kenning.
My commission expires My Commission Expires 07/09/07
Witness my hand and seal.
JACQUELINE M. HANCO
Notary Public, Arizona
My Commission Expires June 9, 2006

TOWN OF MOUNTAIN VILLAGE APPROVAL

I, DANA FASLER as Mayor, and I Kathy Mahoney as Manager, of the Town of Mountain Village, Colorado, do hereby certify that this plat has been approved by the Town Council Resolution No. 2002-112-02 that has authorized and directed us to execute this document.
Date: 5/29/04
Kathy Mahoney, Town Manager
Date: 5/29/04

ACKNOWLEDGMENT

State of Colorado }
County of }
The foregoing signature was acknowledged before me this 20th day of May, 2004 A.D. by Dana Fasler, as Mayor of the Town of Mountain Village.
My commission expires 3/1/06
Witness my hand and seal.
Dana Fasler
Notary Public, Arizona
My Commission Expires June 9, 2006

ACKNOWLEDGMENT

State of Colorado }
County of }
The foregoing signature was acknowledged before me this 28th day of May, 2004 A.D. by Kathy Mahoney as Manager of the Town of Mountain Village.
My commission expires 3/1/06
Witness my hand and seal.
Kathy Mahoney
Notary Public, Arizona
My Commission Expires June 9, 2006

SURVEYOR'S CERTIFICATE

I, Warran L. Ruby of Foley Associates, Inc., a Professional Land Surveyor licensed under the laws of the State of Colorado, do hereby certify that LOTS 232-AR and 232-BR, FILING 6, TOWN OF MOUNTAIN VILLAGE shown herein has been prepared under my direct responsibility, supervision and checking. This survey complies with applicable provisions of Title 38, Article 51, C.R.S., to the best of my knowledge and belief.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal this 28th day of May, 2004 A.D. 2003.
W. Ruby
P.L.S. No. 24998 Date: 05-28-04

RECORDER'S CERTIFICATE

This plat was filed for record in the Office of the San Miguel County Clerk and Recorder on this 28th day of May, 2004 at Reception No. 232-217.
Dana Ruffe
San Miguel County Clerk

general easement language here ->

LOTS 232-AR AND 232-BR, FILING 6, TOWN OF MOUNTAIN VILLAGE, A REPLAT OF LOTS 232-A AND 232-B, FILING 6 TELLURIDE MOUNTAIN VILLAGE, SECTIONS 3 AND 4, T.43 N., R.9 W., N.M.P.M., TOWN OF MOUNTAIN VILLAGE, COUNTY OF SAN MIGUEL, STATE OF COLORADO

Table with columns: Project Mgr., Titleblock, Created by, Start date, Date, Description, Date, Project #. Includes FOLEY ASSOCIATES, INC. logo and contact information: 970-728-6153, 970-728-6030 fax, P.O. BOX 1385, 125 W. PACIFIC, SUITE B-1, TELLURIDE, COLORADO 81435. Drawing path: X:\WORK\JOBS\1995\1995\232BR\REPLAT.DWG Sheet: 2 of 2 Project #: 89002

PAGE 3287

EASEMENT VACATION

The undersigned being the beneficiaries of record of those portions of land labeled as 16 foot General Easement (G.E.) as established on the property as shown on the plat of record filed in the Office of the Clerk and Recorder of San Miguel County in Plat Book 1 of Page 1174 do hereby vacate and relinquish that portion of said easement as shown vacated on this plat.

Town of Mountain Village
Date: 5/20/04
Kathy Mahoney, Manager

ACKNOWLEDGMENT
State of CO
County of SO

The foregoing signature was acknowledged before me this 20th day of May, 2004 A.D. by Kathy Mahoney as Manager of the Town of Mountain Village.

My commission expires 3/16/06
Witness my hand and seal
Notary Public

ACKNOWLEDGMENT
State of CO
County of SO

The foregoing signature was acknowledged before me this 20th day of May, 2004 A.D. by Kathy Mahoney as Manager of the Town of Mountain Village.

My commission expires 3/16/06
Witness my hand and seal
Notary Public

Mountain Village Metropolitan District, a Colorado quasi governmental entity

By: Kathleen Greenman, member
By: Kathy Mahoney, as District Manager

Attest:
ACKNOWLEDGMENT
State of CO
County of SO

The foregoing signature was acknowledged before me this 20th day of May, 2004 A.D. by Kathleen Greenman as member of Mountain Village Metropolitan District, a quasi governmental entity.

My commission expires 3/16/06
Witness my hand and seal
Notary Public

Attest:
ACKNOWLEDGMENT
State of CO
County of SO

The foregoing signature was acknowledged before me this 20th day of May, 2004 A.D. by Kathleen Greenman as member of Mountain Village Metropolitan District, a quasi governmental entity.

My commission expires 3/16/06
Witness my hand and seal
Notary Public

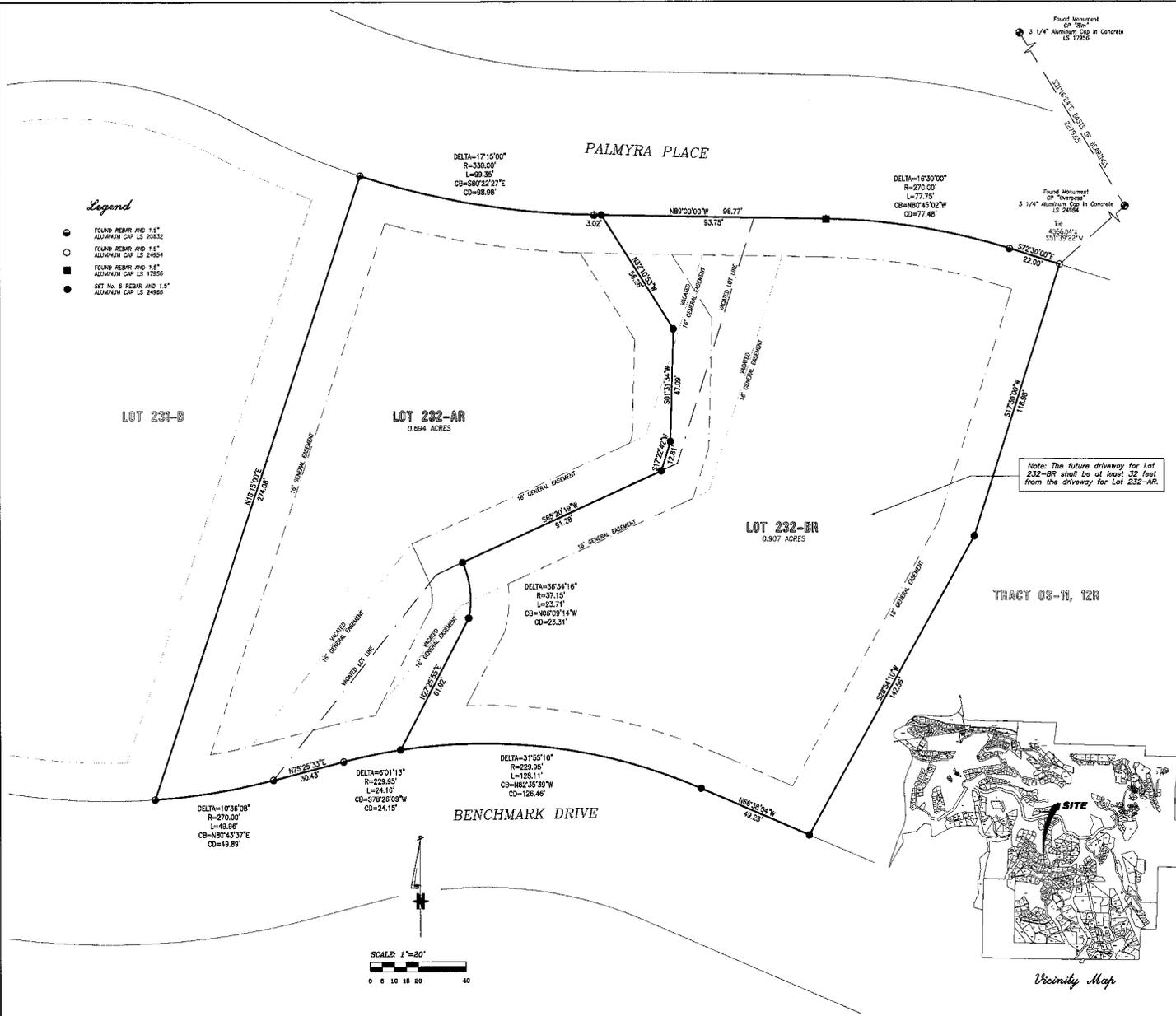
TS & SLL + Golf, LLC, a Delaware limited liability company as successor to Telluride Ski & Golf Company, LLLP, a Colorado limited liability limited partnership.

By: Steve Drees, Vice Pres. CO
ACKNOWLEDGMENT
State of Colorado
County of San Miguel

The foregoing signature was acknowledged before me this 13th day of May, 2004 A.D. by Steve Drees as Vice Pres. of Telluride Operations, Inc., a Colorado corporation.

My commission expires 3/15/2006
Witness my hand and seal
Notary Public

PAGE 3288
FOLEY ASSOCIATES, INC.
970-728-6153 970-728-6050 fax
P.O. BOX 1385
125 W. PACIFIC, SUITE B-1
TELLURIDE, COLORADO 81435

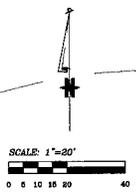


Note: The future driveway for Lot 232-BR shall be at least 32 feet from the driveway for Lot 232-AR.



Vicinity Map

- Legend
FOUND REBAR AND 1.5" ALUMINUM CAP IS 24952
FOUND REBAR AND 1.5" ALUMINUM CAP IS 24954
FOUND REBAR AND 1.5" ALUMINUM CAP IS 17066
SET No. 5 REBAR AND 1.5" ALUMINUM CAP IS 24966



LOTS 232-AR AND 232-BR, FILING 6, TOWN OF MOUNTAIN VILLAGE, A REPLAT OF LOTS 232-A AND 232-B, FILING 6 TELLURIDE MOUNTAIN VILLAGE, SECTIONS 3 AND 4, T.43 N., R.9 W., N.M.P.M., TOWN OF MOUNTAIN VILLAGE, COUNTY OF SAN MIGUEL, STATE OF COLORADO

Table with columns: Project Mgr, DB, Rev, Description, Date, Scale, etc. Includes drawing path and sheet information.

Exhibit E. Topographic Map.

This is the general easement area corner of the property adjacent to Palmyra Place. This is a topographic map - pre construction of the home, that illustrates topography and vegetation from 2007. TSG owns tract labeld OS-11 which is the Bridges ski run.

GS ROBSON- ARCHITECTURE, INC.
529 25 1/2 ROAD, SUITE B109
GRAND JUNCTION, COLO. 81505
(970) 257-7600

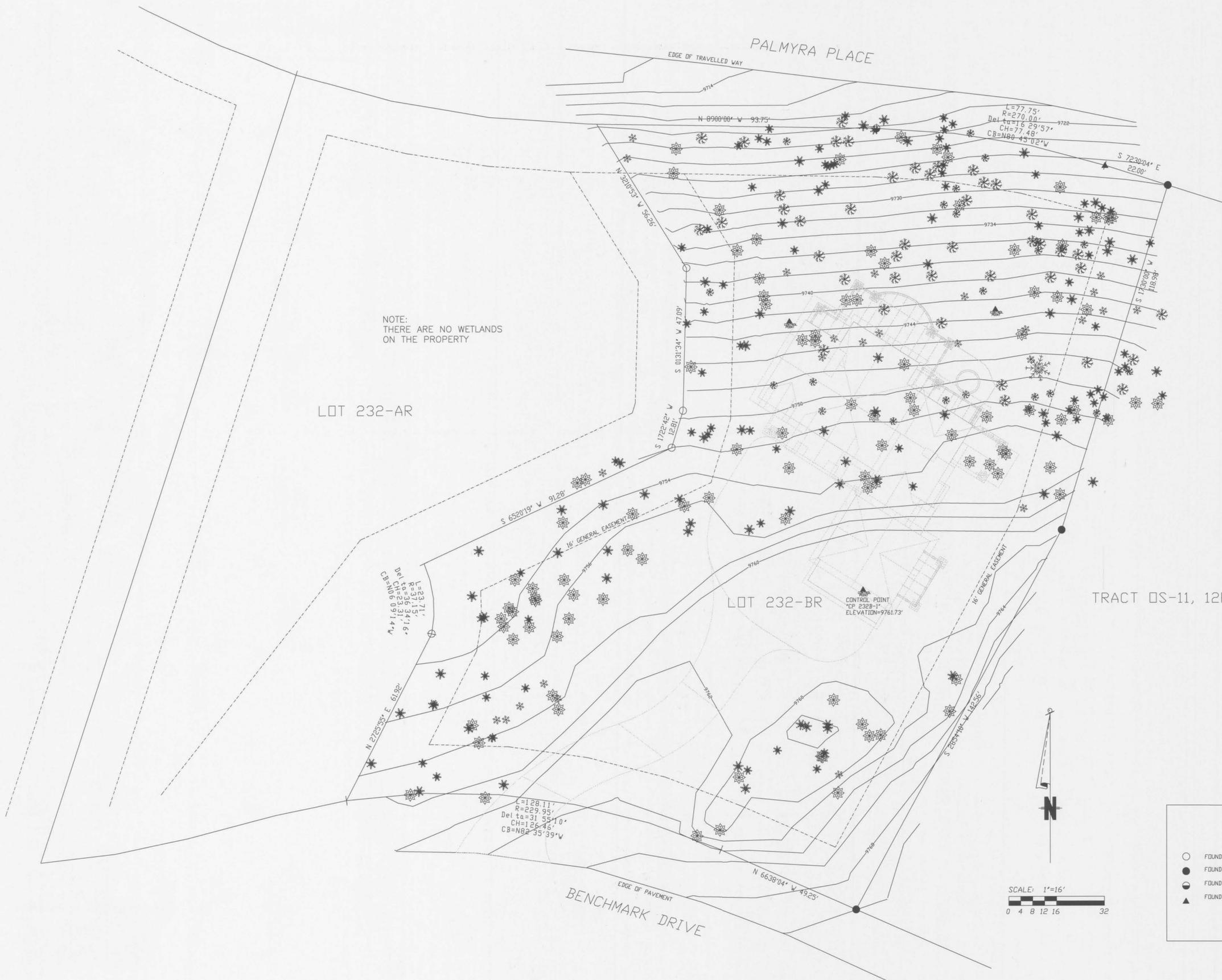
MICHAEL McLAUGHLIN DESIGN
TELLURIDE COLORADO



O'Connor

7/16/2007

G-101



NOTE:
THERE ARE NO WETLANDS
ON THE PROPERTY

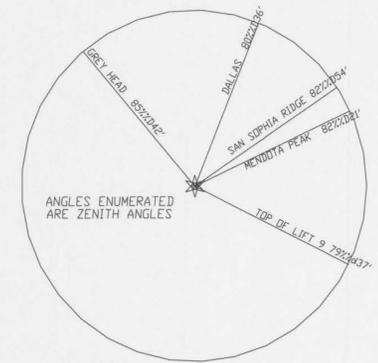
LOT 232-AR

LOT 232-BR

TRACT OS-11, 12R

CONTROL POINT
CP 232B-1
ELEVATION=9761.73'

View Angles



LEGEND

- FOUND #5 REBAR AND 1 1/2" ALUMINUM CAP LS 24966
- FOUND # REBAR AND 1 1/2" ALUMINUM CAP LS 24954
- ◐ FOUND # REBAR AND 1 1/2" ALUMINUM CAP LS 17956
- ▲ FOUND # REBAR AND 1 1/2" ALUMINUM CAP LS 20632



SURVEY

1/16"=1'

March 10, 2021

Via Email: mhaynes@mtnvillage.org
Michelle Haynes
Town of Mountain Village
Director of Planning and Development
455 Mountain Village Blvd. Suite A
Mountain Village, CO 81435

Re: Town of Mountain Village (the “**Town**”) Design Review Board (“**DRB**”) 3/18/2021 meeting (the “**DRB Hearing**”) Concerning the Petition by Neighboring Property Owners (the “**Access Petition**”) for Access Across our Lot 232BR, 274 Benchmark Drive (“**our Lot**”).

Dear Ms. Haynes:

My husband and I are submitting these comments, as owners of our Lot described above, with respect to the above-referenced Access Petition filed by Mr. John Stathis and others (the “**Neighboring Owners**”) for purposes of the above-referenced upcoming DRB Hearing. Specifically, we seek to highlight our concerns about the Access Petition and ask that the DRB does not endorse or recommend Town Council approve this unnecessary intrusion on our Lot by allowing the Neighboring Owners to continue to cross our Lot in the area identified in the Access Petition (the “**Corner-Cutting Trail**”). In that connection, please note the following:

1. Visual, Noise and Disturbance Impacts.

Unfortunately, **the Neighboring Owners, their families, renters and guests have elected to use the Corner-Cutting Trail across our Lot in a manner that increasingly has become ever more disruptive and intrusive to the use of our home (“our Home”) and general enjoyment of our Lot.** Indeed, Mr. Watkins and I can view and are impacted by this increasing Corner-Cutting Trail traffic quite clearly, from both inside our home and also while using our home’s outdoor amenities (i.e. grill, hot tub and deck).

This includes dealing, virtually this entire ski season, with continual, all-day use, of the Corner-Cutting Trail by an alarming number of skiers exiting the neighboring ski run, both on foot and/or on their skis. Indeed, the usage appears even to be increasing, a fact that is supported by the Access Petition having been signed by some seven Neighboring Owners.

We are very distressed by the resulting enduring lack of privacy and inability peacefully to enjoy our Home - which we do not rent out and use throughout the year. This clearly contrasts with the Neighboring Owners, who not only rent out their properties but allow/encourage constant use of the Corner-Cutting Trail for multiple purposes all day long (including for bathroom, food and warming breaks from the slopes). Unfortunately, even the beautiful and mature trees on our Lot does not provide foliage cover for privacy during the winter.

Further, recently the intensive use of the Corner-Cutting Trail has extended to non-winter uses for hiking, dog walking, biking, etc. Unfortunately, even the foliage of the trees on our Lot do not suffice to buffer the noise, visual and related impacts of that non-winter access.

2. Aggressive Actions of Neighbors.

Over the past year, or so, we have tried to alert the trespassing Neighboring Owners to our concerns about their actions. In doing so, **we have been met with offensive, aggressive and threatening responses by several of the Neighboring Owners.** Indeed, on multiple occasions, a number of the trespassers have yelled epithets at my husband and I, even when these people were in the company of minors. This has created stress for us, not just due to the obvious impacts on use of our House and Lot, but also due to concerns about possible follow-up retaliations, lawsuits and /or similar harassment.

3. Liability Concerns.

Due to the intensity of recent use of the Corner-Cutting Trail by the Neighboring Owners and their families, guests, renters, etc. (which uses only appear to be increasing. . .), we are becoming ever more alarmed about potential liability associated with such risks. We also are concerned that this essential conversion of the corner of our Lot into a public thoroughfare also changes the risk analysis for the property insurance for our Home and Lot – with possibly increased premiums and/or available coverages becoming limited (entirely apart from, and in addition to, our concerns about general risks of liability).

We also now are confused/concerned about **what additional insurance coverages and/or maintenance duties might be needed for the Neighboring Owners and/or Town associated with the Corner-Cutting Trail usage** – especially if the Town somehow should approve the Access Petition. As a result, we need your assurances in connection with the Access Petition as to how the Town/Neighboring Owners will protect us from liability, if the current trespassing is not stopped promptly. Such assurances must include clarification for how the Corner-Cutting Trail will be maintained, kept safe, etc. – and by whom (i.e., Town, Neighboring Owners, others?).

4. Lack of Need to Cross Our Lot.

Finally, it is critical for Town and the DRB to understand that **this Corner-Cutting Trail is entirely unnecessary.** This certainly is not clear from the Access Petition, since the site plan prepared by Mr. Stathis completely fails to note that there is a current alternative pathway available and safe for both skiers, hikers and dog walkers to use year-round, which is located entirely off of our Lot.

Indeed, use of the Corner-Cutting Trail is completely unnecessary for anyone desiring to access the ski trail – with easy access being available directly to the northwest of our Lot on Town’s public right of way. Thus, **there simply is no public, or other, need to grant the Access Petition.**

* * * * *

Thank you for your attention to our concerns and we look forward to working with you to avoid granting the Access Petition and otherwise address the issues noted above. In that connection, do not hesitate to contact us with any questions.

We ask that after a thorough investigation of these four points of access that you would only grant this Access Petition as a last case solution thus not incurring legal risk and loss of privacy to us.

Sincerely,

Tara and Caleb Watkins

cc: Douglas R. Tueller, Esq.
Monique Bensett

March 10, 2021

Michell Haynes
Town of Mountain Village
Director of Planning and Development
455 Mountain Village Blvd. Suite A
Mountain Village CO 81435

Re: Town of Mountain Village Design Review Board 3/18/21 Meeting to review petition for ski access through easement of 274 Benchmark Drive.

Dear Ms. Haynes:

I am writing to clarify some of the concerns regarding the use of the easement of 274 Benchmark Drive for ski off access from the Bridges ski run and what I believe are some misleading claims by the homeowner's of 274 Benchmark Drive in their letter to you.

We own 98 Palmyra Drive. We purchased this home 3 years ago and we do not rent it out. We spend the entire ski season here. The day I first looked at our home it was being rented out and a renter skied into the driveway using this ski access. That was one of the things that attracted me to this house.

The ski off access that goes through the easement of 274 Benchmark drive also passes in front of our home and across the bottom of our driveway. Our house is much closer to this access than 274 Benchmark. I would estimate that the Watkins house is two to three times as far as our home from the ski access. We do not hear anything from inside our home and our hot tub is about one third the distance from this ski access than the Watkins hot tub and we do not find it a disturbance at all (I am aware this is subject to opinion however the Watkins home is a beautiful well constructed home and it is hard for me to believe they could hear anyone on this ski access from inside their home if we do not from at most half the distance. Additionally given the much closer proximity of their home to the actual ski run it is hard to understand how this use by a fractional amount of people at a further distance could be a disturbance.) We have not noticed any increase in use over the time we have owned our home and the fact that 7 of the neighbors signed this petition is not because of increased use but because all have used this access since owning their homes some for up to 25 years.

Aggressive Actions of Neighbors:

The Watkins have stated that they have communicated with some of the Neighbor Owners regarding the use of this access. We are not aware through our discussions of this situation of

any communication from the Watkins to any of the owners of any of the homes on Palmyra Drive which use this access. **While I am aware there have been confrontations with some of the people renting it is disingenuous to claim they have made an effort to contact any of the owners to discuss the situation.**

This situation arose on Feb 1 when several people including my wife and I were skiing home on Bridges run and encountered **several metal stakes** that were placed directly on the side of the run blocking access to the ski off. Those stakes were on Telski property and were a hazard to skiers skiing on the run. We and several neighbors contacted Telski to alert them to the danger they posed to someone who might fall or ski off the side of the run and we contacted the Town of Mountain Village. They were subsequently moved to a spot further from the run which I believe were still on Telski property but closer to the easement and reinforced with about three times as many stakes and with logs and a rope.

I considered contacting Mr. Watkins to discuss the issue with him directly however On Feb 3rd I ran into the people renting the house next door to us who informed me that Mr Watkins screamed at their 13 year old son using the “F” word and berated his mother verbally. They also told me that the boy’s father was standing on the ski run on top of the bridge going over Palmyra and Mr. Watkins walked out onto the Bridges and the ski run to confront him. Having heard these issues I decided that it would be better to work through the Mountain Village process.

Another of our neighbors Ann Seifrick who has used this access for about 25 years informed us that Mr. Watkins asked her why she was trespassing on his property while she was snowshoeing home and told her that she was disrespecting his property. She told him she was not trying to be disrespectful and was just trying to go home.

I write these anecdotes to point out that while I have not personally had any confrontations with Mr. Watkins **it appears the aggressive actions and inappropriate language are coming from Mr. Watkins and not the neighbors as has been claimed. It is not logical that people would ski home and yell curses at the Watkins home if not in reaction to something yelled at them in confrontational manner.**

Visual Noise and Disturbance Impacts

The corner of the easement that we cut across to use this ski access is one of the defined uses of the easement in Mountain Village and specifically stated in the easement to 274 Benchmark Drive. The Mountain Village would not exist without the ski area. The intent of the easement in addition to other things is to provide residents access to the ski area. That use has been reinforced in other decisions regarding ski access in the Mountain Village.

The corner of the easement which we cut through as can be seen in the plot map is at the furthest point of the Watkins property from their house. Contrary to the Watkins statement it is very obscured by the trees (we can all debate this as a matter of opinion). The portion of the ski

off access where the line of sight is more clearly visible is the remainder of the run along the street as seen in the plot map which is not on the Watkins easement but rather Mountain Village property. That also passes below the Royer's home and then ours. The ski off is only wide enough for one person at a time so there is no opportunity to stop and talk along the way. The only real noise created on the ski off access is the sound of the skis on the snow which is virtually no sound at all.

The amount of time that we are crossing the corner of the easement is at most less than a second which begs the question how this could be a visual or noise disturbance at all. All of the remaining time on the ski access is either on Telski property or Mountain Village property which constitutes 99.9 percent of the time someone is on the ski access. This begs the question is the issue really Visual and Noise disturbance at all or is the issue just that the Watkins don't want people on any portion of their property.

In addition the Watkins home is adjacent to the Bridges ski run. As can be seen from the plot map the **corner cut** of the easement is at least twice as far from the Watkins home as the Bridges ski run and screened by a number of trees. The ski run which runs much closer to the home is not screened by trees at all. Somewhere between zero and a dozen people normally use this ski access each day usually in the afternoon on the way home versus hundreds of people who ski right past the side of the Watkins home with no screen of trees at half the distance away sometimes stopping to talk right alongside their house. Again this begs the question how the use of this ski access creates a visual or noise disturbance at all when the home is adjacent to a ski run with hundreds of skiers passing much closer to the home.

I am sensitive to the fact that homeowners want people to respect their property and that the Watkins are unhappy with people crossing the corner of the lot. **That however is different than something being a visual or noise disturbance and this corner of the lot is within the easement for which ski access is a stated use.** As I stated earlier my home and hot tub are significantly closer to the ski access and I do not find any visual or noise disturbance.

Lack of Need to Cross Lot

I believe the Watkins statement here is misleading. I am not aware of any other ski off access that would allow our neighborhood to ski back to our homes. It is difficult to discern from the plot map but the grade of the terrain in the area in question makes it virtually impossible to ski to our home any other way than this route. The fact that it's been done for more than 20 years support this. If it were possible to circumvent the Watkins property we would do so as we respect their concern however I am not aware of another way to do it. If we were to side step around the corner of his property rather than cutting across the easement it would be a fairly steep section of the terrain which cannot be appreciated from the picture. This would however result in situation where we would be utilizing all of the ski access we currently do with the exception of the one second where we cross the easement. It would also increase the amount of time on the ski access as we sidestep the corner of his property thereby increasing what the Watkins claim to be the visual and noise disturbance of the ski access i.e. instead of less than a

second on the easement an additional minute spent sidestepping with people likely falling and some ending up in the street as the grade there is fairly steep. I don't see how this improves the situation.

I am not sure what Northwest corner the Watkins are referring to. I believe they may mean the Northeast corner. That would not allow us to ski to our home but rather would require us to walk down the middle of the street on a downhill grade on what is mostly ice covered throughout the ski season with traffic travelling in both directions on the road. I do not see how that is a good solution for the safe return to our homes when the use of the easement is specifically stated for ski access for homeowners in the Mountain Village.

Use of Easement

To be clear the ski access in question is a very small portion of the easement of 274 Benchmark not across any other portion of the property. I believe it is very clear that the use of the easement for ski access is very clearly stated in the legal documents pertaining to the easement of 274 Benchmark and that this a use for which other rulings have been supported in the Mountain Village of other easements.

Additionally:

1. There is no snow grooming or disturbance created through this easement. It is simply ski tracks created on the snow.
2. There is adequate buffering and setback. This is the furthest point of the property screened by several trees and twice the distance of the ski run which is adjacent to the home.

I would also add that one of the primary reasons we and others on Palmyra bought these homes is because of the access to the ski area not only for skiing but for hiking and biking as well, all of which are covered under the use of the easement.

If the council were to deny our use of the easement I believe we would be unfairly disadvantaged versus other homes all over the Mountain Village that utilize such access. I also believe that if we are denied use of the easement then that use would need to be denied to all others in the Mountain Village for there to be equitable treatment however this is something that upon which all have relied when purchasing in the Mountain Village which poses significant legal questions.

Regards

John Stathis

From: [Doug Tueller](#)
To: [pwisor](#)
Cc: [Michelle Haynes](#); [Caleb Watkins](#); [Dawn Steele](#); [Monique Bensett](#); [Alexis Klein](#)
Subject: Watkins - General Easement
Date: Wednesday, March 10, 2021 8:58:02 AM
Attachments: [image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)
[image001.png](#)
[image002.png](#)
[image003.png](#)
[Annotated CDC General Easement 3.10.21.pdf](#)

Paul: Following-up on our conversation yesterday, attached is an annotated copy of the CDC General Easement definition we both agreed to review for better clarification of what Town Council is allowed to approve and/or what standards should be applied.

Please specifically note that the definition indicates the easement is granted to the Town for the *“Safe and efficient operation of the Telluride Ski Area...”*, not for the convenience of individual Lot Owners (which rights only can be extended by Town Council action to those owners in exceptional circumstances, pursuant to the CDC provision we have been discussing . . .).

When this is combined with the language in the approval provision requiring no “disturbance” of the underlying Lot Owners without their consent, and the need to weigh lacking buffering protections, we are hoping that the reviewing bodies (with your help/guidance) will agree NOT to extend the Town’s granted rights to the slew of neighboring lot owners, their families, renters, etc. to continue their unnecessary crossing our client’s lot.

Instead, we are asking that the Town require these neighbors and their bountiful guests/family/renters simply to avoid intruding on our client’s lot in the winter by just removing their skis (or sidestepping the short drop down to the road level) in a location only some 50-80 feet away from the point where they otherwise must stop skiing, even should the easement rights be extended across our client’s lot for their minimal convenience.

With respect to non-winter usage for biking, dog walking, hiking, running, whatever, there simply is no need whatsoever to extend the Town’s ski area operational rights to allow such neighbor and others’ usage, under any

circumstances.

Certainly, in light of the insurance and trail maintenance questions such extended usage rights raise (including issues of Town costs, liability and/or other responsibilities and complications), combined with the intrusive manner in which the neighbors and their guests/renters/friends/family have been using the Corner-Cutting Trail, we are hoping/trusting that the reviewing bodies will appreciate the equities/propriety of simply requiring these neighbors and their entourage to use existing public rights of way. Thus, we simply ask that the Town decline to expand such usage to our client's property by granting an extension of this Town-intended usage reservation for the neighbors' minimal desired convenience - and to our client's unquestionable detriment.

Thanks and, again, I am around to discuss any of this further, if/as helpful.
Best. DiRT

DOUGLAS R. TUELLER, ESQ.
PARTNER

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General Easement: There exists for the benefit of the TSG Ski & Golf, LLC ("TSG"), and/or its assigns, a perpetual easement sixteen feet (16") in width over, across and under all areas designated as sixteen foot (16') general easement on this replat for any and all uses, improvements and activities deemed necessary by TSG; Mountain Village Metropolitan District; Telluride Mountain Village Resort Company, a Colorado non-profit corporation, doing business as the Telluride Mountain Village Owners Association (TMVOA) and the Town for the safe and efficient operation of the Telluride Ski Area, Telluride Golf Course and the Town, which include but are not limited to the following: utilities, drainage, electrical service, communication service, ski slope maintenance, bicycle access, skier access, roadway access, equestrian access, pedestrian access, golf cart access, snow making, waterways, slope maintenance, snow storage, retaining walls, snowmobile access, snow removal, snowcat access, water, sanitary sewer and storm sewer.

TSG and the TMVOA assigned their rights to certain general easements within the town to the Town at reception numbers 305359 and 339588, and is therefore not a party to the general easement as set forth in such legal instruments.

General Easement Requirements: The requirements and provisions for general easements as outlined in Chapter 3.

General Provisions Applicable to All Application Classes: Development application process requirements of the CDC as outlined in Chapter 4 that are used in conjunction with the Development Review Procedures.

Glare: Light entering the eye directly from a light fixture or indirectly from reflective surfaces that cause visual discomfort or reduced visibility to a reasonable person.

Golf Course Uses: Land uses related to the golf and related activities, such as greens, tees, fairways, golf cart paths, golf infrastructure, waterworks, irrigation, pump houses, electrical, lightning shelters and similar uses.

Golf Resort Operator: The Owner and Operator of the Telluride Golf Resort located within the town.

Government Project: A development that is funded 100% by government funds that is determined by the Town Council to be reasonably necessary for the convenience or welfare of the public where the applicant for development is the Town, an agent of the Town authorized by the Town Council to proceed under the Alternative Review Process or the Town or agent of the Town is a co-applicant with a private party for the development of land which constitutes an essential public facility, provides essential services to the public and that is in the best interests of the Town to be completed. By way of example and not limitation, the following types of developments may be determined to be reasonably necessary for the convenience or welfare of the public: (a) workforce housing projects developed by the Town by itself or in conjunction with an agent or private developer; (b) the development of public utilities; (c) park and recreational facilities development; (d) public and public works infrastructure improvements; (e) public buildings and structures; or (f) transportation improvements or Infrastructure.

Grade, Finished: The final elevation of the ground surface after development.

Grade, Natural: The elevation of the ground surface in its natural state before man-made alterations.

Grading and Drainage Design Standards: The grading and drainage design standards as set forth in the Design Regulations.

March 15, 2021

Town Council c/o Michelle Haynes
Town of Mountain Village
Director of Planning and Development
455 Mountain Village Blvd, Suite A
Mountain Village, CO 81435

Re: Ski run access via lot 232BR (274 Benchmark Dr.) easement

Dear Town of Mountain Village Town Council,

Having purchased our home in July 2019, my wife and I are relatively new additions to Mountain Village. Access to the ski runs during winter was one of, if not the most important consideration, when selecting the home we purchased. Both real estate agents told us of the general easement of 8 feet on each property line, 16 feet in total, providing excellent ski run access to many homes in Mountain Village including the one we purchased at 101 Palmyra Dr. The sellers' agent told us of the excellent access from the Bridges ski run to our home via the lane as described in the Design Review Process Application as filed by John Stathis on February 5, 2021.

In addition to being an important consideration in our home purchase, we have found the lane easement in question:

- 1) To be the best method to exit the ski runs not available in other ways.
- 2) Is a valuable consideration in the value of our home. Losing access via the lane easement would negatively impact the financial value of our home and our enjoyment.
- 3) That use of the lane is very quick when exiting and, with general courtesy being observed, unobtrusive to the property owners along that side of Palmyra Dr. using a reasonable standard.
- 4) That the lane in question is with the easement.

My hope is that we will continue to enjoy access from the Bridges ski run via the lane as described by Design Review Process Application and that the Mountain Village community on Palmyra Dr. can continue to enjoy the use of the easement for departing the ski run in a way that is unobtrusive to the homeowners of lot 232BR and the other homeowners.

Kind regards,

Peter Scheu
101 Palmyra Dr
Mountain Village, CO 81435

603 235-1361



AGENDA ITEM 15
PLANNING & DEVELOPMENT SERVICE
PLANNING DIVISION
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

TO: Mountain Village Town Council
FROM: Michelle Haynes, Planning and Development Services Director
FOR: Town Council Meeting of March 18, 2021
DATE: March 11, 2021
RE: Consideration of a Request to Extend the Second Amended and Restated Development Agreement Expiration for Lot 38-50-51R Planned Unit Development (The Madeline) from July 25, 2020 for One Additional Year to July 25, 2021 as Allowed for Pursuant to Section 16G of the Agreement

BACKGROUND

The Madeline Hotel property, known as Lot 38-50-51R, has been developed pursuant to various iterations of what is now the Second Amended and Restated Development Agreement For Lot 38-50-51R Planned Unit Development (the "Development Agreement"). The Development Agreement contemplates the reconfiguration of certain Efficiency Lodge Units, and provides such reconfiguration was to be completed by July 25, 2020 (the "Reconfiguration Deadline"). The Applicant requests an Extension of the Reconfiguration Deadline to July 25, 2021.

ATTACHMENTS

Exhibit A. Application Narrative
Exhibit B. Second Amended and Restated Development Agreement

SPECIFIC REQUEST

According to Section 16.G of the Development Agreement, the Development Agreement may be amended or terminated by mutual consent in writing of the Town and the Owner. In this instance, the Owners request the Reconfiguration Deadline within the Development Agreement be amended to extend the Reconfiguration Deadline to July 25, 2021.

EXTENSION IMPLICATIONS

By consideration of an extension to July 25, 2021, the five effected efficiency lodge owners will be given enough time to submit the rezone and density transfer Minor PUD amendment application to the town to be processed.

RECOMMENDED MOTION

Should Council agree to extend the agreement expiration to July 25, 2021, staff has provided a recommended motion.

I move to approve by mutual consent, an extension of the Second Amended and Restated Development Agreement Expiration for Lot 38-50-51R Planned Unit Development (The Madeline) from July 25, 2020 for One Additional Year to July 25, 2021 as Allowed for Pursuant to Section 16G of the Agreement.

NARRATIVE**REQUEST TO AMEND SECOND AMENDED AND RESTATED PUD DEVELOPMENT AGREEMENT****LOT 38-50-51R PLANNED UNIT DEVELOPMENT**

APPLICANT: Stephanie L Fanos, Law Offices of Stephanie L Fanos PC

OWNERS AND PROPERTY: The Application pertains to five (5) Efficiency Lodge Units located within the Mountain Village Resort Condominiums project located on Lot 38-50-51R (Madeline Hotel and Residences). (See attached executed Owner Consents).

OWNER NAME	OWNER ADDRESS	UNIT NUMBER
Madeline 419, LLC	POB 3600 Telluride, CO	HC-419
Turnberry Partners, LLC	3616 Euclid Ave. Dallas, TX 75205	HC-518
Turnberry Partners, LLC	3616 Euclid Ave. Dallas, TX 75205	HC-519
Proust Properties, LLC	POB 3432 Telluride, CO 81435	HC-521
Fox Hill Place LLC	11225 Davenport St. STE 108 Omaha, NE 68154	HC-329

REQUESTED AMENDMENT:

This Application seeks to extend the deadline set forth in Section 6.B.8 of the Second Amended and Restated PUD Development Agreement for Lot 38-50-51R Planned Unit Development ("**PUD Development Agreement**").

The PUD Development Agreement incorporates the approval of and process for implementation of the reconfiguration and rezoning of specific units within the Lot 38-50-51R Planned Unit Development ("**Madeline PUD**"), which were approved by Town Council in accordance with the June 2015 Major PUD Amendment Application for the Madeline PUD. The PUD Development Agreement provided a deadline for the implementation of the specified reconfigurations and rezoning of July 25, 2020 ("**Deadline**"). Certain reconfigurations and rezoning were processed and approved in 2016 in accordance with the First Amendment to the PUD Development Agreement recorded at Reception No. 445638.

Applicant requests to extend the Deadline to July 25, 2021 in order to allow the owners of the five (5) specified Efficiency Lodge Units to rezone their units to Lodge Units for the sole purpose of allowing the Owners to upgrade and expand the kitchen facilities within their Units. An extension of the Deadline is needed due to the shutdowns and delays related to COVID-19. While these Efficiency Lodge Units will be rezoned to Lodge Units, these Units will continue to be restricted to short-term rental usage in accordance with the 2015 Amended and Restated Hotel Deed Restriction recorded at Reception No. 436900 and the Reconfiguration Deed Restriction recorded at Reception No. 384749.

The Madeline PUD was approved prior to the adoption of the Town’s Community Development Code (“**CDC**”) and is considered a “Prior Approved PUD” under the CDC Section 17.4.12(l)(6)(a). The CDC provides as follows:

6. Prior-Approved PUDs.

- a. PUDs approved prior to the effective date of the CDC are valid and enforceable ***under the terms and conditions of the approved development agreements***. Modifications to such PUDs may be proposed pursuant to the PUD amendment process.

Section 16.g of the PUD Development Agreement provides that the PUD Development Agreement may be amended by the mutual consent in writing of the Town and the Owner. The owners’ association for the Madeline PUD, TMVRC Owners Association, Inc. and the Owners have consented to this Minor PUD Amendment Application (See attached executed HOA and Owner Consents).

Upon approval of the extension of the Deadline by Town Council, the Owners will submit a Minor PUD Amendment to the Town in accordance with Section 6.B of the PUD Development Agreement, as amended, to formally process the rezoning and density transfers for the five Efficiency Lodge Units.

**SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT
FOR LOT 38-50-51R PLANNED UNIT DEVELOPMENT**

THIS SECOND AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("**Agreement**" or "**Development Agreement**") for the Lot 38-50-51R Planned Unit Development ("**Lot 38-50-51R PUD**" or "**PUD**") is made and entered into by and between the Town of Mountain Village, a home rule municipality and political subdivision of the State of Colorado ("**Town**"), and Madeline Property Owner, LLC, a Delaware limited liability company and its successors, assigns ("**Owner**"). The Town and the Owner are sometimes also referenced hereinafter individually as a "**Party**" and collectively as "**Parties**."

RECITALS

- A. The Town granted approval for a Planned Unit Development Plan for Lots 50 and 51 on March 18, 2004 by Resolution No. 2004-0318-02 recorded at Reception No. 366172 in the records of the San Miguel County, Colorado Clerk and Recorder ("**Public Records**"), as amended by Resolution No. 2005-1108-27 recorded at Reception No. 379630 in the Public Records; as memorialized in the Development Agreement for Lots 50 and 51 Mixed Use Development Agreement (the "**Original Development Agreement**") recorded at Reception Number 379631 in the Public Records (collectively, the "**Original PUD**").
- B. The Original PUD was amended by Resolution No. 2006-0227-01 and by the First Amendment to the Original Development Agreement recorded at Reception Number 384823 in the Public Records ("**First Amendment**").
- C. The Original PUD was further amended by Resolution No. 2006-0613-6A and by the Second Amendment to the Original Development Agreement recorded at Reception Number 402009 in the Public Records ("**Second Amendment**").
- D. The Original PUD was further amended by Town Council action at the February 5, 2009 special meeting and by the Third Amendment to the Original Development Agreement recorded at Reception Number 405663 in the Public Records ("**Third Amendment**").
- E. The Original PUD was further amended by Town Council action at the May 21, 2009 meeting and by the Fourth Amendment to the Original Development Agreement as recorded at Reception Number 407360 in the Public Records ("**Fourth Amendment**").
- F. The Town granted approval for a development on Lot 38 on August 14, 2001 pursuant to Resolution No. 2001-0814-11 ("**Lot 38 Approval**").
- G. The development approved under the Original PUD for Lots 50 and 51 and the development approved under the Lot 38 Approval were constructed and received final certificates of occupancy in 2009, with two primary buildings: (i) Lot 50/51 Building and (ii) Lot 38 Building as depicted in **Exhibit "D"**.
- H. Lots 38, 50 and 51 and certain open space parcels owned by the Town were replatted into one lot now known as "**Lot 38-50-51R**" pursuant to the replat recorded on February 2, 2009 at Reception Number 405678 in the Public Records.
- I. The Original PUD was further amended by Town Council action at the January 15, 2015 meeting and by the First Amended and Restated PUD Development Agreement with an effective date of

February 14, 2015, which: (i) officially incorporated the former Lot 38 and the Lot 38 Approval into the Lot 38-50-51 PUD; (ii) updated, revised and amended and restated the Original Development Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment to reflect the current status of the PUD; (iii) expanded the boundaries of the PUD to include OS-1A-MVB; (iv) included the former area of Lot 38 into the Lot 38-50-51R PUD since the development on Lot 38 has been included within the Community; (v) expanded the PUD to include the construction of a porte cochere and outdoor pool and pool deck ("**Entry and Pool Improvements**") on the western façade of the Community on a portion of the Plaza Unit and OS-1A-MVB and memorialized the requirements and conditions related to the Entry and Pool Improvements; (vi) revised and updated the current zoning within the Community to rezone the Plaza Unit and OS-1A-MVB to the Village Center Zone District to allow for the Entry and Pool Improvements; (vii) deleted the conditions of the Original PUD that have been completed and (viii) memorialized the Town's approval of certain variations and variances to the requirements of the CDC for the Lot 38-50-51R PUD ("**Variations**").

- J. A Colorado common interest community known as the "*Telluride Mountain Village Resort Condominiums*" ("**Community**") was created on Lot 38-50-51R by the recordation of a Declaration of Covenants, Conditions and Restriction for Telluride Mountain Village Resort Condominiums on February 11, 2009 at Reception No. 405677 ("**Original Declaration**") and the Condominium Map for Telluride Mountain Village Resort Condominiums recorded on February 11, 2009 at Reception No. 405678 as amended by the First Amendment to the Condominium Map recorded on January 29, 2015 at Reception No. 436250, as may be amended ("**Community Map**").
- K. The Original Declaration was amended and restated by the First Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Telluride Mountain Village Resort Condominiums recorded on November 23, 2011 at Reception No. 420677 ("**First Amended and Restated Declaration**"), which was subsequently amended and restated by the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Telluride Mountain Village Resort Condominiums recorded on January 29, 2015 at Reception No. 420677 ("**Second Amended and Restated Declaration**"). The Original Declaration, First Amended and Restated Declaration and the Second Amended and Restated Declaration and any further amendments or supplements thereto shall be referred to herein as the "**Declaration**".
- L. 215 condominium units and common elements were created in the Community under the Declaration and Community Map (collectively, the "**Property**").
- M. The Town owns certain condominium units within the Community as follows: (i) Plaza Unit, (ii) Ice Rink Unit; (iii) Town Parking Condominium (containing approximately 122 spaces); and (iv) Civic Units: CC-1145 (Zamboni Storage); CC-1104 (Women's Bathroom); CC-1106 & 1107 (Men's Bathroom); CC-1142, 1143 & 1144 (Ice Rink Retail & Bathroom); CC-1139, 1140 & 1141 (Lobby & Bathroom); Ice Rink Unit CC-1147 (Compressor Room); CC-1201, 1202 & 1203 (Stairs); CC-1204 (Elevator Machine Room); CC-1126 (Passenger & Service Elevator Lobby); CC-1127, 1128, 1129, & 1130 (Passenger & Service Elevator); CC-1131 (Water Feature Mechanical); and CC-1132 (Town Loading Dock), which are collectively referred to herein as the ("**Town Property**").
- N. OS-1A-MVB shall be replatted to incorporate OS-1-MVB into Lot 38-50-51R to allow for the construction of the Entry and Pool Improvements which shall be incorporated within the PUD and the Community prior to the issuance of a Certificate of Completion by the Town for the Entry and Pool Improvements. OS-1A-MVB was conveyed from the Town to the Owner subject to the terms and conditions of this Agreement and the OS-1A-MVB Conveyance Agreement recorded at

Reception No. 436899 in the Official Records which is incorporated herein by reference ("**Conveyance Agreement**") and the Special Warranty Deed recorded at Reception No. 436939.

- O. The boundaries of the Lot 38-50-51R PUD and the boundaries of the Community shall at all times be the same.
- P. The Owner owns at least sixty-seven percent (67%) of the Property within the PUD which allows the Owner to apply for a Major Amendment to the PUD pursuant to Section 17.4.12(N)(3) of the Community Development Code.
- Q. Owner submitted to the Town a Major PUD Amendment Application to authorize the rezoning of certain units and the combination and rezoning of other units within the PUD (collectively the "**Applications**") pursuant to the requirements of the CDC.
- R. The DRB considered the Applications, testimony and public comment and recommended to the Town Council that the Major PUD Amendment Application and Rezoning Applications be approved with conditions pursuant to the requirement of the CDC at a public hearing held on May 7, 2015.
- S. The Town Council approved the first reading of an ordinance approving the Major PUD Amendment Application and Rezoning Application on May 21, 2015 and set the second reading of the ordinance and public hearing for June 25, 2015 ("**June 2015 Major PUD Amendment Application**").
- T. The Town Council considered the June 2015 Major PUD Amendment Application, testimony and public comment and adopted an ordinance on second hearing approving the June 2015 Major PUD Amendment Application and this Second Amended and Restated PUD Development Agreement with conditions pursuant to the requirement of the CDC at a public hearing held on June 25, 2015 which became effective after the required thirty day waiting period on July 25, 2015 ("**Effective Date**"). The ordinance is recorded at Reception Number _____ in the Official Records.
- U. The public hearings referred to above for the 2015 Major PUD Amendment Application were preceded by notice as required by the CDC Public Hearing Noticing Requirements, including but not limited to notification of all property owners within 400 feet of the Property, posting of a sign and posting on the applicable agendas.

NOW, THEREFORE, in consideration of the above premises, the Town Council's approval of the Applications upon all terms and conditions contained herein, and the covenants, mutual obligations and promises as hereinafter set forth, it is agreed by and between the Parties that the Original Development Agreement, as amended and the First Amended and Restated PUD Development Agreement shall be amended and restated in its entirety as follows:

1. INCORPORATION OF RECITALS

The Parties confirm and incorporate the foregoing recitals into this Agreement.

2. INCORPORATION OF LOT 38 IN THE PUD

Lot 38, including the Lot 38 Approval, has been incorporated into and made a part of the Lot 38-50-51R PUD and subject to the terms and conditions of this Agreement.

3. CONVEYANCE OF OS-1A-MVB TO OWNER AND INCORPORATION INTO THE PUD

The Town has conveyed all of OS-1A-MVB to the Owner in order to allow for the construction of the Entry and Pool Improvements and incorporation into the Property, Community and PUD, subject to the terms and conditions of this Agreement and the OS-1A-MVB Conveyance Agreement recorded at Reception No 436899 in the Public Records. OS-1A-MVB shall be replatted into Lot 38-50-51R and annexed into the Community as a condition of the issuance of the Certificate of Completion by the Town for the Pool and Entry Improvements.

4. RELATIONSHIP TO COMMUNITY DEVELOPMENT CODE

To the extent of any conflict between this Agreement and the CDC, the terms, conditions, regulations and standards contained in this Agreement shall supersede the provisions of the CDC to the extent of conflict. Where this Agreement does not address specific CDC standards, the specific provisions contained in the CDC shall apply as determined by the Town Planning Division, subject to a final determination by the relevant review authority. In making this determination, the Planning Division and review authority shall consider the original intent of the PUD, the type of use, intensity of use, type of structure and similar factors to identify the situation covered by the CDC closest in comparison to the situation in the PUD. Notwithstanding the foregoing, when possible, the PUD and the CDC should be read to be consistent with one another.

5. PERMITTED USES

A. The permitted uses within the Property shall be the same as for the Village Center Zone District as set forth in the CDC.

B. The permitted uses for the Plaza Unit and Ice Rink Unit shall be the same as for the Full Use Active Open Space Zone District as set forth in the CDC

C. Commercial and retail uses are permitted, without limitation, on floor areas in any location on the first floor and plaza level of the Community and on the first and second floor levels of the "Hotel Unit" as the same is depicted on the Community Map.

D. All plaza level spaces shall comply with the CDC Plaza Level Use Limitations, unless a conditional use permit has been issued by the Town in accordance with such limitations and the CDC.

E. Home occupations shall be allowed pursuant to the CDC Home Occupation Regulations.

6. PERMITTED ZONING AND DENSITY

A. The table set forth in Exhibit "B" establishes the zoning designations and density within the PUD and the Community based on the Original PUD and Resolution No. 2001-0814-11, Resolution No. 2004-0318-02 and Resolution No. 2005-1108-27.

B. As a result of the approval of the June 2015 Major PUD Amendment, the density, zoning and reconfiguration of specific units within the Community may be revised in accordance with the table set forth in Exhibit "C". The June 2015 Major PUD Amendment authorizes the: (i) combination of a maximum of nine (9) specified Lodge Units, Efficiency Lodge Units and Condominium Units within the Lot 38 Building to be rezoned and reconfigured into five (5) Condominiums Units; (ii) rezoning of five (5) specified Efficiency Lodge Units in the Lot 50-51 Building to Lodge Units; (iii) and the combination

of seven (7) Condominium Units in the Lot 50-51 Building into three (3) Condominium Units, all as set forth in Exhibit "C" (collectively, the "Reconfigurations").

- 1) In order to implement the authorized Reconfigurations, the Owner shall submit a Minor PUD Amendment application to the Town for a specific authorized Reconfiguration prior to submitting for the required building permit and must obtain density to transfer to the PUD for each Reconfiguration by either: (i) the transfer of density as a result of combining Condominium Units in the 50-51 Building limited to seven (7) Condominium Units on the top floor that may be combined into three (3) Condominium Units as outlined in Exhibit "C"; or (ii) the transfer of density to the PUD from the density bank.
- 2) Any density in the density bank may be transferred to the PUD for purposes of accomplishing the Reconfigurations with the variation as outlined in Section 8.B.7.
- 3) Due to the approval of future density transfers associated with the Reconfigurations, the transfer of density to the PUD from the density bank shall be an administrative process (CDC class 1 application) that does not require a rezoning application, with such density transfer occurring concurrently with the required Minor PUD Amendment application.
- 4) Upon approval of a Minor PUD Amendment application, the applicant shall cause an instrument to be recorded in the Official Records that updates and amends Exhibit "B" and Exhibit "C" and such other documents as are necessary to document the approved density transfer to the PUD as shall be approved by the Town as a condition of the approval of Minor PUD Amendment application.
- 5) Upon substantial completion of the building permit for an authorized Reconfiguration, the Owner shall submit a staff subdivision application for an amendment to the Condominium Map and the Declaration to reflect the Reconfiguration.
- 6) There shall be no net loss of existing pillows within the Property as a result of the Reconfigurations, with one double bed or greater counting as two (2) pillows. Existing pillows do not include sofa beds located in living spaces.
- 7) The 2015 Amended and Restated Declaration of Condominium Hotel Covenants and Restrictions recorded at Reception No. 436900 shall remain in place for the five (5) Efficiency Lodge Units in the Lot 50-51 Building that are authorized to be converted to Lodge Units.
- 8) The length of validity to complete the Reconfigurations shall be five (5) years from the Effective Date.

7. BUILDING HEIGHT

Building height allowed by this Agreement shall be as follows:

Maximum Building Height:	86 feet 6 inches
Maximum Average Building Height:	64 feet 1 inch

8. PERMITTED VARIATIONS TO THE CDC

- A. The DRB as part of the Original PUD approved certain variations to the CDC Design Regulations, to allow the following:
 - 1) The use of stained cementitious vertical plank.

- 2) No recession for plaza level windows for retail spaces.
- 3) The use of copper accent roof materials.
- 4) The use of 2:12 roof form.

B. Town Council, based on a recommendation for approval from the DRB, granted variations to allow the following:

- 1) Allow the Entry and Pool Improvements to be located in close proximity to a lot line, with a specific variation to CDC Section 17.3.14.H that allows the DRB to impose a setback of up to 20 feet for swimming pools and hot tubs since noise will be mitigated and buffered. (2015 PUD Variation)
- 2) Increase the allowed maximum building height and maximum average building height under the CDC to the following (Original PUD Variation):

Maximum Building Height:	86 feet 6 inches
Maximum Average Building Height:	64 feet 1 inch
- 3) Remove the requirement that a parking space must be allocated to a specific unit (Original PUD Variation).
- 4) Allow a width reduction for 22 of the parking spaces located in the subsurface parking garage from the required 9-feet to 8-feet 6-inches; and, to allow a reduction in the 20-foot required backup space to 19-feet 7-inches for the four (4) parking spaces that the DRB required be 10-feet wide under the Design Regulations (Original PUD Variation).
- 5) Allowance for the construction of the Pedestrian Bridge connecting the two major buildings within the Community, which shall be used only for pedestrian access within the Community for use as housekeeping and maintenance access between the buildings connected by the Pedestrian Bridge. In servicing the interior buildings and other portions of the Community, all housekeeping and maintenance carts shall access the Community buildings only by the Pedestrian Bridge and/or the underground garage/basement facilities within the Community. Housekeeping and Maintenance carts shall not use the Plaza Unit for access (Original PUD Variation).
- 6) Allow for snowmelt area in excess of the allowed square footage in the CDC (2015 PUD Variation).
- 7) Allow for the rezonings necessary to accomplish the Reconfigurations by approval of a specific variation of the limitation set forth in CDC Section 17.4.9(E)(7)(f) that restricts Lodge and Efficiency Lodge zoning designations from being rezoned to Condominium zoning designations ("**June 2015 PUD Variation**").

9. ORIGINAL PUD COMMUNITY BENEFITS

The Town Council determined that the Lot 38-50-51R PUD achieves one or more Community Purposes (referred to as Community Benefits in the CDC) by providing the public benefits listed below. Any elimination, cessation or change to any of these enumerated Community Benefits shall require a PUD Major Amendment pursuant to the CDC.

- 1) Addition of public parking managed by the Town to maximize all public parking spaces for the benefit of the public, with the land provided by the Owner;
- 2) Addition of three units of Employee Housing beyond the five units platted and required on Lots 50 and 51;
- 3) Improved vehicular entry to the Village Core;
- 4) Improved pedestrian entry to the Village Core with land provided by the Owner;
- 5) Plaza improvements that include the addition of the snowmelt system to the plaza beyond what is required and the space in the proposed structure to contain the necessary boilers for the snowmelt system; a fire pit area, plaza access and connections to adjacent plazas through the site;
- 6) Space guaranteed by the Owner to be used for the Telluride Adaptive Sports Program (TASP) directly adjacent to the ski run, in a development that is handicap accessible;
- 7) A public ice rink and public performance space owned by the Town that is designed to provide a dynamic entryway area to the Mountain Village Core, on land provided by the Owner, which connects to the adjacent Village core plazas and is integrated to and visible from Heritage Plaza;
- 8) Addition of public, plaza level bathroom services including baby changing stations in all bathrooms;
- 9) A central loading dock area owned by the Town for the Village Core with land provided by the Owner; and
- 10) Increase in the short-term bed base through the creation of a "Hotel", subject to a recorded deed restriction placed on the use of the 100 Efficiency Lodge Units located within the Lot 50/51 Building to be operated and managed as a four or five star hotel, subject to the conversion of 5 Efficiency Lodge Units to Lodge Units authorized under Section 6, which shall remain subject to the deed restriction.

10. ADDITIONAL 2015 COMMUNITY BENEFITS

The Town Council has determined that the Applications achieve one or more Community Benefits by providing the Community Benefits listed below. Any elimination, cessation or substantial change to any of these enumerated Community Benefits shall require a Major PUD Amendment pursuant to the CDC.

A. Owner shall contribute up to \$60,000 to be used by the Town to replace/convert the cooling unit for the ice rink located within the Community in accordance with the terms and conditions of the Conveyance Agreement ("Cooling Cost Contribution").

B. Owner shall contribute \$110,000 to the Town for the design and construction of shade structure improvements over the ice rink ("Shade Structure") in accordance with the following provisions:

- 1) Town Staff and Owner shall mutually agree to the design for the Shade Structure for presentation to the Town Council in a work session. Important design considerations for the Town include waterproof material, material that limits radiant energy transmission, drainage onto the surrounding plaza areas versus the ice, blocking sun on the ice, engineering design to meet some wind and snow loading, user friendly design that minimizes the installation and removal time to Town staff and minimizes the number of staff necessary for such installation and removal of the Shade Structure.
- 2) The final Shade Structure design shall be reviewed and approved as a Class 3 development application pursuant to the Design Review Process, with the Town preparing and processing such application at its sole cost and expense.
- 3) It is anticipated that the cost for the Shade Structure is approximately \$21,000 per panel plus costs for engineering and architectural services for an estimated cost of \$185,000 for eight panels.
- 4) The Town Council will review the final cost for the Shade Structure and act on funding for such as a budget amendment or as a part of the normal budgeting process.
- 5) If the Town Council does not fund the cost difference between the \$110,000 and the actual cost for the Shade Structure, the Owner shall contribute \$110,000 to the Town that shall be used for Reflection Plaza recreational improvements or recreational infrastructure.
- 6) If the Council funds the cost difference between the \$110,000 and the actual cost for the Shade Structure, the Town shall provide such funds to the Owner for it to contract for the structural engineering and installation of the Shade Structure.
- 7) The Town shall treat any construction of the Shade Structure as a Town project that does not require the payment of any building fees or taxes.
- 8) Following completion of the installation of any Shade Structure, the Owner shall notify the Town of such completion and the Town shall have ten (10) business days to inspect the Shade Structure for any defects. If defects are noted, the Owner shall have thirty (30) business days to correct any defects. Upon acceptance of the Shade Structure, the Owner shall provide the Town with a Bill of Sale for the Shade Structure along with an assignment of all warranties for the products and construction of the Shade Structure. Upon acceptance of the Bill of Sale for the Shade Structure, the Town shall be responsible for the ongoing operation, maintenance and repair of the Shade Structure during the winter months when the ice rink is open to the public, which shall be undertaken by the Town in the Town's reasonable discretion. If the Owner or a third-party desires to use the Shade Structure during the summer months, such third party shall be responsible for the operation, maintenance and repairing damage of the Shade Structure through an agreement with the Town.

11. HOTEL AND RECONFIGURATION DEED RESTRICTIONS.

The Property is subject to the 2015 Amended and Restated Hotel Deed Restriction recorded at Reception Number 436900 and the Reconfiguration Deed Restriction recorded at Reception Number 384749, as may be amended from time to time by the Town and the Owner, which require: (1) the hotel to be operated and managed as a four or five star hotel according to the requirements set forth therein; (2) the provision of 100 Efficiency Lodge Units; (3) the restriction of the reconfiguration of the 100 Efficiency Lodge Units to the configurations approved by the Town in the Final PUD Plan and the construction drawings submitted in connection therewith; (4) the provision of a sufficient number of rooms as hotel rooms within the 100 Efficiency Lodge Units; (5) the hotel rating of four or five stars shall be maintained at all times and that cash damages be assessed in the event of non-compliance with this deed restriction; and (6) the Town Council to approve the specific hotel operator as set forth in the Hotel Deed Restriction. Any elimination, cessation or change to any of these enumerated requirements shall require a Major PUD Amendment pursuant to the CDC.

12. EMPLOYEE HOUSING

A total of ten (10) workforce housing units shall be maintained within the Community in accordance with and subject to the Town of Mountain Village Employee Housing Deed Restriction as recorded at Reception Number 406966.

13. COMPLIANCE WITH PUD REQUIRED AGREEMENTS.

Pursuant to the Original PUD and approval of the Applications, the Owner and Town shall comply with the following agreements, as may be amended from time-to-time or terminated by the mutual agreement of Owner and the Town:

- A. 2015 Amended and Restated Declaration of Condominium Hotel Covenants and Restrictions recorded at Reception Number 436900.
- B. Reconfiguration Deed Restriction recorded at Reception Number 384749.
- C. Parking Management Agreement dated October 31, 2006 (unrecorded).
- D. Loading and Facilities Easement Agreement as recorded at Reception Number 407365.
- E. Community Entrance Driveways and Landscaping Easement Agreement as recorded at Reception Number 405671.
- F. First Amended and Restated Fire Lane Easement Agreement as recorded at Reception Number 405673.
- G. Garage Access Ramp and Tunnel Easement Agreement as recorded at Reception Number 405669.
- H. Ski/Golf Resort Operations, Stairways and Irrigation System Easements Agreement as recorded at Reception Number 405854.
- I. The Lot 38R Access Easement Agreement as recorded at Reception Number 346442.
- J. The Lot 38R Parking Easement Agreement as recorded at Reception Number 346443.
- K. Common Underground Garage Agreement as recorded at Reception Number 346444.
- L. Community and Public Use and Access Easements Agreement as recorded at Reception Number 407366.
- M. Ice rink systems easement as recorded at Reception Number 407368.
- N. Loading Facilities and Management Plan dated June 15, 2009 (unrecorded).
- O. Plaza Unit Food and Beverage Operations License Agreement dated June 15, 2009, (unrecorded).
- P. OS-1A-MVB Conveyance Agreement dated March 12, 2015, recorded at Reception Number 436899.

14. APPROVAL OF FINAL PUD PLAN AND DENSITY TRANSFER.

A. Town Council approved the Final PUD Plan as a part of the Original PUD which consist of the documents itemized in **Exhibit "A"** (hereinafter collectively referred to as "**Final PUD Plans**"). The final DRB approved plans for the Entry and Pool Improvements shall be deemed to be part of and included in the Final PUD Plans dated as itemized in **Exhibit "A"**. The final construction plans and drawings for the PUD are incorporated into this Agreement by this reference and included in the definition of the Final PUD Plans.

B. Town Council, based on a recommendation for approval from the DRB, approved density transfers and density reallocations to and from the Density Bank for the Property as part of the Original PUD as follows:

- 1) Transfer of 25.33 Condominium Units, seventy-six (76) condominium density, to the Density Bank for the benefit of the Applicant.
- 2) Transfer of three (3) Employee Condominiums, nine (9) density to Lot 50-51R from the Town's Housing Authority to accommodate the three (3) additional deed restricted Employee Condominiums.

15. DELIVERY OF COMMUNITY BENEFITS AND CONSTRUCTION LICENSE.

A. The public improvements associated with the Entry and Pool Improvements (sidewalks, landscaping, plaza areas, etc.) shall be public improvements (the "**Public Improvements**"). The Public Improvements shall be completed, issued certificates of occupancy or completion and inspected by the Town to ensure compliance with the Town approved plans for such Public Improvements and conveyed to the Town free and clear of all liens and encumbrances prior to the issuance of any certificate of occupancy for the Entry and Pool Improvements

B. The Owner shall enter into an improvements agreement for the Public Improvements in accordance with CDC Section 17.4.13(1), prior to and as a condition of the issuance of a building permit for the Entry and Pool Improvements.

C. Prior to the issuance of a building permit for the Entry and Pool Improvements and the Public Improvements, the Owner shall enter into a construction license and staging agreement for and construction of the Entry and Pool Improvements and the Public Improvements and their impact on existing infrastructure.

16. MISCELLANEOUS.**A. REMEDIES FOR BREACH OR DEFAULT.**

In the event Owner, or its successor in interest, should fail to perform or adhere to its obligations as set forth herein, and such failure continues for a period of thirty (30) days after the Owner receives written notice by registered mail, return receipt requested from the Town describing the failure in reasonable detail, then the Town shall have the following remedies against the Owner which remedies are cumulative and non-exclusive unless such failure is of a nature that it is not capable of being cured within 30 days in which case it shall be commenced within the 30 day period and diligently pursued to completion:

- 1) Specific performance;
- 2) Injunctive relief, both mandatory and/or prohibitory;
- 3) Denial, withholding, or cancellation of any building permit or any other authorization authorizing or implementing the development of the PUD and/or any structure or improvement to be constructed on the Property;
- 4) In the event of a material breach of this Agreement or default hereunder, denial or withholding of any Certificate of Occupancy for any structure or improvement to be constructed on the Property; and/or
- 5) Treat the default as a violation of the CDC and proceed to impose fines as set forth in the CDC as a violation of the CDC.

In the event that the Town should fail to perform or adhere to its obligations as set forth herein, including but not limited to any rezoning, land use or other action or inaction, direct or indirect, or pursuant to an initiated measure, taken without the Owner's consent, that alters, impairs, prevents, diminishes, imposes a moratorium on development, delays or otherwise materially and adversely affects any development, use or other rights under this Agreement, then the Owner shall have the following remedies:

- 1) Specific performance; and/or
- 2) Injunctive relief, both mandatory and or prohibitory.

B. **INDEMNITY.** Except as otherwise set forth herein, the Owner shall defend and hold the Town harmless from and against any and all claims, demands, liabilities, actions, costs, damages, and reasonable attorney's fees that may arise out of or result directly or indirectly from the Owner's failure to comply with the terms and conditions of this Agreement, including without limitation, Owner's defective design or construction of the Public Improvements or Owner's failure to construct or complete the same; provided, however, that the provisions of this subsection b. shall not apply to loss, or damage or claims therefore attributable to the negligent acts or omissions of the Town, Metro District or TMVOA their agents, employees or contractors. After inspection and acceptance by the Town, and after expiration of any applicable warranty period, this Agreement of indemnity shall expire and be of no future force or effect.

C. **ATTORNEY FEES.** In the event of any action, proceeding or litigation between the Town and the Owner concerning this Agreement, the prevailing party shall be entitled to collect its reasonable legal fees and costs, including the reasonable value of salaried attorney's time. Any state court litigation to enforce the terms of this Agreement shall be commenced in San Miguel County, Colorado and venue shall be restricted to such county.

D. **BINDING EFFECT.** This Agreement shall extend to, inure to the benefit of, and be binding upon the Town and its successors and assigns and, except as otherwise provided herein, upon the Owner, its successors (including subsequent owners of the Property, or any part thereof), legal representatives and assigns, Owners of the Efficiency Lodge, Condominium and Employee Condominium units permitted under the Approval Resolution shall be bound by those provisions of this Agreement which specifically apply only to those units. This Agreement shall constitute an agreement running with the Property until: (a) modification or release by mutual agreement of the Town and the Owner or their successors and assigns; or (b) expiration of the term hereof. Upon the conveyance of the Property by Owner to a different entity or person, and provided that the Owner is not in default hereunder at the time of

conveyance, then upon the conveyance of the Property the Owner shall have no liability under this Agreement for any act or omission occurring after the date of such conveyance; provided, that the third party transferee shall assume all liability for any act or omission arising under this Agreement.

E. **AUTHORIZATION.** The Parties hereto warrant they are fully authorized to execute this Agreement and have taken all actions necessary to obtain such authorization.

F. **WAIVER.** No waiver of one or more of the terms of this Agreement shall constitute a waiver of other terms. No waiver of any provision of this Agreement in any instance shall constitute a waiver of such provision in other instances.

G. **AMENDMENT OF AGREEMENT.** Except as otherwise set forth in this Agreement, this Agreement may be amended or terminated only by mutual consent in writing of the Town and the Owner.

H. **GOOD FAITH OF PARTIES.** In performance of this Agreement, or in considering any requested extension of time, the Parties agree that each will act in good faith and will not unreasonably withhold, delay or condition any approval or consent required or contemplated by this Agreement.

I. **FURTHER ASSURANCES.** Each Party shall execute and deliver such documents or instruments and take such action as may be reasonably requested by the other Party to confirm or clarify the intent of the provisions hereof and to effectuate the agreements herein contained and the intent hereof. If all or any portion of the PUD, the Final Plat, or this Agreement are asserted or determined to be invalid, illegal or are otherwise precluded, the Parties shall cooperate in the joint defense of such documents and, if such defense is unsuccessful, the Parties will use reasonable, diligent good faith efforts to amend, reform or replace such precluded items to assure, to the extent legally permissible, that the Owner and the Town receive the benefits that they would have received under this Agreement.

J. **CERTIFICATIONS.** Each Party agrees to execute such documents or instruments as the other Party shall reasonably request to verify or confirm the status of this Agreement and of the performance of the obligations hereunder and such other matters as the requesting Party shall reasonably request.

K. **RIGHTS OF LENDERS AND INTERESTED PARTIES.** The Town is aware that financing for acquisition, development and/or construction of the Property may be provided in whole or in part, from time to time, by one or more third parties, including, without limitation, lenders, major tenants, hotel operators or managers and purchasers or developers of portions of the Property. In the event of an Event of Default by the Owner, the Town shall provide notice of such Event of Default, at the same time notice is provided to Owner, to any such interested party previously identified in writing to the Town. If such interested Parties are permitted, under the terms of its agreement with the Owner to cure the Event of Default and/or to assume Owner's position with respect to this Agreement, the Town agrees to recognize such rights of interested parties and to otherwise permit such interested parties to assume all of the rights and obligations of Owner under this Agreement.

L. **NOTICES.** All notices required hereunder shall be deemed delivered to the parties five (5) calendar days after posting the same postage prepaid by certified mail, return receipt requested, and addressed as follows:

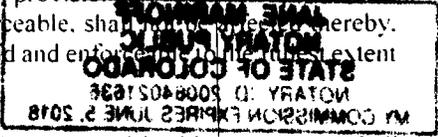
To the Town:

Town of Mountain Village
Attn: Town Manager and Town Attorney
455 Mountain Village Blvd., Unit A
Mountain Village, Colorado 81435

To the Owner:

Madeline Property Owner, LLC
c/o Northview Hotel Group
36 Narrow Rocks Road
Westport, CT 06880

M. **SEVERABILITY.** If any term or provision or Article of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the applications of such term or provision or Article to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected hereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.



N. **DEFINED TERMS.** All capitalized but undefined terms used in this Agreement shall have the meanings set forth in the CDC.

O. **TITLES OF SECTIONS.** Any titles of the several parts and sections of this Agreement are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.

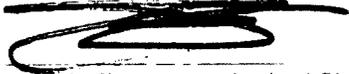
P. **EXHIBITS AND ATTACHMENTS.** All exhibits and attachments to this Agreement shall be incorporated herein and deemed a part of this Agreement.

Q. **MINOR CHANGES.** The Parties executing this Agreement are authorized to make insubstantial changes to this Agreement and attached exhibits with the approval of Town Staff as they mutually consider necessary, so long as such changes are consistent with the intent and understanding of the Parties at the time of approval of this Agreement by Town Council. The execution of this Agreement shall constitute the approval of such future changes by the respective Parties.

17. **TOWN APPROVAL.** Subject to the terms and conditions herein, Town does hereby finally approve this Agreement, the Final PUD Plan, the Final PUD Plat, and the Final PUD Plans. This Agreement shall be incorporated by reference on the Final PUD Plan and Final PUD Plat. These instruments shall constitute the complete and final approval for the Lots 38-50-51R PUD. The Final PUD Plat and this Agreement shall be recorded, at the Owner's expense, in the Public Records and shall run with the Property. The Final PUD Plans shall be filed of record with the Town's Community Development Department.

OWNER:

MADELINE PROPERTY OWNER, LLC.
a Delaware limited liability company

By: 
Simon A. Hallgarten, Authorized Signatory

STATE OF Colorado)
COUNTY OF San Miguel) ss

Subscribed to and sworn to before me this 15 day of July, 2015, by Simon A. Hallgarten, Authorized Signatory of Madeline Property Owner, LLC a Delaware limited liability company.

Witness my hand and official seal.




Notary Public
Commission Expires 12-20-2015

EXHIBIT A**LIST OF FINAL PUD PLANS AND DRAWINGS****As Submitted for the February 16, 2004 Town Council Final PUD Plan Application.****Cover****Civil Drawings:**

- C1.0 Final Grading Plan -Foley & Associates
- C2.0 Final Utility Plan -Foley & Associates
- C3.0 Final Drainage Plan -Foley & Associates
- C4.0 Existing Topographical Survey -Foley & Associates
- C4.1 Final Plat Notes -Foley & Associates
- C4.2 Final Plat Drawing -Foley & Associates
- C4.3 Existing Easements -Foley & Associates

Landscape Drawings:

- L1.1 Landscape Paving Plan -Caribou Designs
- L1.2 Landscape Planting Plan -Caribou Designs
- L1.3 Mountain Village Core Site Plan -Caribou Designs
- L2.0 Irrigation Plan -Caribou Designs
- L3.0 Landscape Details -Caribou Designs
- L3.1 Landscape Details -Caribou Designs

Architectural Drawings: all prepared by Parkhill/ivins

- A1.0 Architectural Site Plan
- A1.1 Construction Staging Plan
- A1.2 Snow Melt Layout Plan
- A1.3 TFPD Site Plan
- A2.01 P2 Parking Level Plan
- A2.00 P1 Parking Level Plan
- A2.1 Plaza Level Plan
- A2.2 Second Level Plan
- A2.3 Third Level Plan
- A2.4 Fourth Level Plan
- A2.5 Fifth Level Plan
- A2.6 Sixth Level Plan
- A2.7 Seventh Level Plan
- A2.8 Seventh Level Mezzanine Plan
- A2.9 Roof Plan
- A3.1 Plaza Level Reflected Ceiling Plan
- A4.1 West and South Elevations
- A4.2 East and Southeast Elevation
- A4.3 Northeast and North Elevation
- A4.4 Height Calculation Illustrations
- A5.1 Building Sections
- A5.2 Building Sections
- A5.3 Loading Dock Section
- A7.1 Architectural Details
- A8.1 Enlarged Retail Elevations
- A8.2 Enlarged Retail Elevations
- A8.3 Enlarged Retail Elevations

As Submitted for the January 15, 2015 Public Hearing on the PUD Amendment with Plan Set Dated 12/29/2014

- A0.1 Cover Sheet
- A0.2 Perspectives – Pool Deck Addition
- A0.3 Perspectives – Porte Cochere
- A1.1.1 A.N.S.I Details
- A1.1.2 A.N.S.I Details
- A1.1.3 A.N.S.I Details
- A1.1.4 Site & Pedestrian Flow Plan
- A1.1.5 Landscape Plan-First Level Porte Cochere
- A1.1.6 Landscape Plan-Second Level Pool
- A1.1.7 Lighting Plan-First Level Porte Cochere
- A1.1.8 Lighting Plan-Second Level Pool
- A2.1.2 R.C.P First Level Porte Cochere
- A2.2 Overall Key Plan Second Level
- A2.2.1 Floor Plan-Second Level Pool Deck
- A3.1.1 Elevations-Pool Deck
- A3.1.2 Elevations-Pool Deck
- A8.1 Door & Window Details

EXHIBIT B
ZONING DESIGNATIONS AND DENSITY

Zoning Designation	Actual # of Units	Person Equivalent per Actual Unit	Total Person Equivalent Density
Condominium	38	3	114
Efficiency Lodge Units	102	0.5	51
Lodge	20	0.75	15
Employee Condo	10	3	30
Commercial	NA	NA	NA



To: Mayor and Town Council
From: Jim Loebe
For: March 18th, 2021 Town Council Meeting
Date: March 9th, 2021
Re: Consideration of a Funding Agreement with SMART to Provide Regional Transportation Services

In your packets under agenda item 14 you will find an updated intergovernmental agreement between the Town and the San Miguel Authority for Regional Transportation (SMART) for funding of 2021 regional transportation services. The only substantive change when compared to the 2020 agreement is Town's hourly charge for service, which has been updated to reflect the current year's budget. SMART funded TMV bus service continues to backfill the shoulder season bus routes formerly operated by the Town of Telluride.

Proposed Motion:

I move to approve the 2021 SMART Funding Agreement as drafted.

OR

I move to approve the SMART Funding Agreement conditioned upon the following changes:

**FUNDING AGREEMENT
BETWEEN THE TOWN OF MOUNTAIN
VILLAGE AND
THE SAN MIGUEL AUTHORITY FOR REGIONAL
TRANSPORTATION**

THIS FUNDING AGREEMENT ("**Agreement**") is entered into as of the date set forth below between the Town of Mountain Village, Colorado, home rule municipality and political subdivision of the State of Colorado (the "**Town**") and the San Miguel Authority for Regional Transportation, a political subdivision of the State of Colorado created pursuant to title 43, article 4, part 6, Colorado Revised Statutes ("**SMART**").

RECITALS

WHEREAS, pursuant to title 43, article 4, part 6, Colorado Revised Statutes, as amended, Colorado counties and municipalities are authorized to establish, by contract, regional transportation authorities, which are authorized to finance, construct, operate and maintain regional transportation systems; and

WHEREAS, the Town, the Town of Telluride and San Miguel County approved an Intergovernmental Agreement dated November 9, 2016 providing for the creation of SMART as a regional transportation authority pursuant to Colorado Regional Transportation Authority Law, Title 43, Article 4, Part 6, C.R.S., as amended, which IGA was entered into following the approval of the establishment and funding of SMART by the registered electors of the Town, Town of Telluride and San Miguel County, respectively, at the general election conducted on November 9, 2016 (hereinafter referred to as the "**SMART IGA**"); and

WHEREAS, the process leading to the formation of SMART originally began with the San Miguel County Transit Advisory Committee formed in July of 2010 to provide regional transit coordination and planning, and was pursued in various forms after that time until the formation of SMART; and

WHEREAS, the members of SMART each currently operate their own inter-transit services; and

WHEREAS, the goal of SMART is to provide cost-effective and efficient transportation service to the region by centralizing resources and funding; and

WHEREAS, SMART eventually plans to own and operate vehicles for transportation purposes, employ drivers and other staff to operate such vehicles and manage SMART, and establish short-term and long-term service plans and levels for the region; and

WHEREAS, although SMART has begun collecting tax revenue, it does not yet have any staff or own any vehicles, but desires to begin supporting regional transportation by providing initial funding to the Town while continuing to pursue the goals outlined above; and

WHEREAS, it is expected that the Town of Telluride and San Miguel County will be entering into similar intergovernmental agreements with SMART to provide for funding on a temporary basis; and

WHEREAS, pursuant to title 29, article 1, part 2, C.R.S., as amended, and article XIV, section 18 of the Colorado Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so; and

WHEREAS Section 6.02(b) of the SMART IGA states "The Authority may enter into contracts with any Member or other person or entity for the provision of transit services in the manner and subject to the terms of the contracts;" and

WHEREAS Section 6.02(a) of the SMART IGA states that "The Authority shall coordinate and may operate and fund Regional Transit Services as described in Appendix D, the Initial Service Plan, as may be amended from time to time per Article XI herein;"

WHEREAS, Section 6.04 of the SMART IGA states that "The Authority shall not assume responsibility for the operation, funding or maintenance of any transit services provided by a member as set forth in Appendix D without the approval of that Member and of the Authority;"

WHEREAS, SMART and the Town entered into an agreement dated October 19, 2018 which provided for SMART funding certain regional transit services provided by the Town, as approved by the Town (the October 19, 2017 Funding Agreement) which provided for a term of January 1, 2018 through December 31, 2018 which could be annually renewed based on mutual consent.

WHEREAS, SMART and the Town desire to replace and supersede the January 1, 2019 Funding Agreement with this Agreement effective as of January 1, 2020, which terms and conditions are set forth below.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below, SMART and the Town hereby agree as follows:

I. Scope of Services. SMART and the Town agree that the Town will continue to provide regional transit services along established routes prescribed by the Town. The Town transit services shall operate in accordance with the levels of service set forth on the Service Schedules attached hereto and made a part hereof as Exhibit A (collectively, the "**Services**"). During the Term (as defined below in Section VII), such Service Schedule and Route Map may be amended by written agreement of the Executive Director of SMART and the Town Manager of the Town. The Town agrees to notify SMART in writing of any change in the Services.

II. Vehicle . During the Term (as defined below) of this Agreement, the Town will continue to own and operate any and all equipment used in connection with providing the Services. Town employees shall serve as the drivers of Town vehicles for the purpose of providing the Services. The Town will license and maintain such equipment, and shall ensure such equipment is kept in a good quality, attractive, and safe condition at all times. The Town will generally use the vehicles set forth on Exhibit B attached hereto and incorporated herein by reference.

III. Insurance. The Town shall insure the equipment listed on Exhibit B. In the event of an accident involving any of the equipment listed on Exhibit B, the Town's general liability insurance shall be primary. The Town further agrees to maintain worker's compensation and/or employer's liability insurance as required under applicable law to cover all of its employees performing the Services under this Agreement. SMART and the Town understand and agree that each relies on and does not waive or intend to waive by any provision of this Agreement the monetary limitation or any other rights, immunities, and protection provided by the Colorado Governmental Immunity Act § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Town and SMART and their respective officers, agents, or employees.

IV. Costs for Service.

A. SMART shall reimburse to the Town for all costs and expenses associated with providing the Services (including, but not limited to, those associated with maintenance and repair of equipment, operational costs, wear and tear on equipment, administrative costs, marketing expenses, proportionate employee costs, insurance, fuel, and any other costs incurred by the Town in connection with providing such Services), less any amounts the Town receives in user fares and other contributions that are specifically reserved for transportation.

B. The Town shall calculate the amount expended for the Services, the amount of user fares received and the amount of other contributions received on a quarterly basis and shall invoice SMART for such net balance (the "**SMART Contribution**") no later than thirty (30) days following the end of the applicable quarter. SMART shall pay such invoices within thirty (30) days of receipt of invoice. During the initial year of the Term, the SMART Contribution shall not exceed One Hundred and Thirty-nine Thousand Eight Hundred Ninety and 00/100 Dollars (\$139,890.00). The sum is determined by 1,790.36 projected operating hours at \$78.13 per hour. In the event SMART and the Town agree to extend service, the same rate will apply to the additional hours and SMART contribution will not be capped at \$139,890.00.

C. The Town shall have the sole discretion to establish, change, charge and collect fares for the Services.

V. Passenger Complaints. SMART shall provide the Town with copies of all communications received by users on a monthly basis, by the 15th of the month following the month in which they occurred. Every complaint, concern or suggestion concerning the Services received by the Town shall be responded to as promptly as practicable by the Town. The parties agree to meet on an as-needed basis to discuss complaint or other feedback received by either party.

any accident concerning the Services provided pursuant to this Agreement as promptly as practicable. Each party shall give the other party prompt notice of any suit or action filed and prompt notice of any claim made against either party arising out of the performance of this Agreement.

VII. Term. The term of this agreement shall be effective as of April 1st, 2021 and terminate November 20th, 2021.

VIII. Expanding Services and/or Equipment. The parties agree to meet annually, in the first quarter of each calendar year, to discuss expansion of the Services and/or equipment used in providing the Services.

IX. Miscellaneous Provisions.

A. Amendment. This Agreement may only be amended by a written agreement signed by the parties hereto. This Agreement may be amended from time to time by written agreement duly authorized and signed by representatives of the parties hereto.

B. Successors. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

C. Severability. Should any part, term, portion or provision of this Agreement be finally decided to be in conflict with any law of the United States or of the State of Colorado, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement that the parties intended to enter into in the first instance.

D. Adoption. This Agreement shall be effective on the approval of both the Town Council of the Town and the Board of Directors of SMART.

E. Notices. All notices, demands, statements, and requests required or permitted to be given under this Agreement shall be served in writing and shall be deemed to have been properly given or served in any event upon actual receipt, whether received or not, three (3) working days following the depositing of the same in the United States mail, addressed to a party, first class, postage prepaid, by registered or certified mail, return receipt requested, at the address set forth below or at such other address as may be designated in accordance herewith:

Town: Town of Mountain Village
 c/o Town Manager
 455 Mountain Village Blvd
 Mountain Village, CO 81435

SMART: San Miguel Authority for Regional Transportation
c/o Executive Director/Administrator
P.O. Box 3140
Telluride, Colorado 81435

F. Conformance with Laws. Each party hereto agrees to abide by and to conform to all applicable laws of the federal government, the state, and any body corporate and politic having any jurisdiction over the subject matter of this Agreement. Nothing in this section contained, however, shall require any party hereto to comply with any law, the validity or applicability of which shall be contested in good faith and by appropriate legal proceedings.

G. Execution of Documents; Counterparts. This Agreement shall be executed in two (2) counterparts, either of which shall be regarded for all purposes as one original. Each party agrees that it will execute any and all deeds, instruments, documents, and resolutions or ordinances necessary to give effect to the terms of this Agreement.

H. Waiver. No waiver by either party of any term or condition of this Agreement shall be deemed or construed as any waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether the same or of a different provision of this Agreement. Nothing in this Agreement shall be construed as a waiver of any defense or limitation available to either party through the Colorado Governmental Immunity Act (Colorado Revised Statutes § 24-10-101, *et seq.*, as amended).

I. Enforcement. Every obligation assumed by or imposed upon either party by this Agreement shall be enforceable by the other party by appropriate action, suit, or proceeding at law or equity.

J. Captions. The captions of the paragraphs of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or construction of any section of this Agreement.

K. TABOR Compliance. Notwithstanding anything to the contrary contained in this Agreement, neither the Town nor SMART shall have any obligations under this Agreement, nor shall any payments be made in respect of any period after any December 31 of each calendaryear during the term of this Agreement, without an appropriation therefore by the Board of Directors of SMART or the Town Council of the Town in accordance with a budget adopted by the SMART Board of Directors or the Town's Town Council, whichever is applicable, in compliance with the provisions of the Local Government Budget law (C.R.S. §29-1-101 *et seq.*), and the TABOR Amendment (Colorado Constitution, Article X, Sec. 20).

[Signatures on following page]

IN WITNESS WHEREOF, the Town and SMART have caused this Agreement to be executed this 18th day of March 2021.

TOWN OF MOUNTAIN VILLAGE:

BY: _____
_____, Mayor

Approved as to Form:

_____, Town Attorney

SMART:

BY: _____
_____, SMART Board Chair

EXHIBIT A
 SPRING OFF-SEASON 2021
 SCHEDULE TO OPERATED BY THE TOWN

		TELLURIDE/MOUNTAIN VILLAGE							
April 5- May 26 6 de Abril hasta el 26 de Mayo SUNDAY - SATURDAY el dominoo al sabado									
DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:	DEPART: PARTA:
TELLURIDE COURTHOUSE	TELLURIDE TOWNPARK	TELLURIDE COURTHOUSE	LAWSON HILL	MEADOWS POST OFFICE	MARKET PLAZA	BLUE MESA BUS STOP	MARKET PLAZA	MEADOWS POST OFFICE	LAWSON HILL
→	→	→	→	→	→	→	→	→	→
				6:35 AM	6:45 AM	6:50 AM	6:15 AM	6:25 AM	6:35 AM
6:45 AM	6:50 AM	7:00 AM	7:10 AM	7:20 AM	7:30 AM	7:35 AM	7:45 AM	7:55 AM	8:05 AM
7:30 AM	7:35 AM	7:45 AM	7:55 AM	8:05 AM	8:15 AM	8:20 AM	8:30 AM	8:40 AM	8:50 AM
8:15 AM	8:20 AM	8:30 AM	8:40 AM	8:50 AM	9:00 AM	9:05 AM	9:15 AM	9:25 AM	9:35 AM
9:00 AM	9:05 AM	9:15 AM	9:25 AM	9:35 AM	9:45 AM	9:50 AM	10:00 AM	10:10 AM	10:20 AM
9:45 AM	9:50 AM	10:00 AM	10:10 AM	10:20 AM	10:30 AM	10:35 AM	10:45 AM	10:55 AM	11:05 AM
10:30 AM	10:35 AM	10:45 AM	10:55 AM	11:05 AM	11:15 AM	11:20 AM	11:30 AM	11:40 AM	11:50 AM
11:15 AM	11:20 AM	11:30 AM	11:40 AM	11:50 AM	12:00 PM	12:05 PM	12:15 PM	12:25 PM	12:35 PM
12:00 PM	12:05 PM	12:15 PM	12:25 PM	12:35 PM	12:45 PM	12:50 PM	1:00 PM	1:10 PM	1:20 PM
12:45 PM	12:50 PM	1:00 PM	1:10 PM	1:20 PM	1:30 PM	1:35 PM	1:45 PM	1:55 PM	2:05 PM
1:30 PM	1:35 PM	1:45 PM	1:55 PM	2:05 PM	2:15 PM	2:20 PM	2:30 PM	2:40 PM	2:50 PM
2:15 PM	2:20 PM	2:30 PM	2:40 PM	2:50 PM	3:00 PM	3:05 PM	3:15 PM	3:25 PM	3:35 PM
3:00 PM	3:05 PM	3:15 PM	3:25 PM	3:35 PM	3:45 PM	3:50 PM	4:00 PM	4:10 PM	4:20 PM
3:45 PM	3:50 PM	4:00 PM	4:10 PM	4:20 PM	4:30 PM	4:35 PM	4:45 PM	4:55 PM	5:05 PM
4:30 PM	4:35 PM	4:45 PM	4:55 PM	5:05 PM	5:15 PM	5:20 PM	5:30 PM	5:40 PM	5:50 PM
5:15 PM	5:20 PM	5:30 PM	5:40 PM	5:50 PM	6:00 PM	6:05 PM	6:15 PM	6:25 PM	6:35 PM
6:00 PM	6:05 PM	6:15 PM	6:25 PM	6:35 PM	6:45 PM	6:50 PM	7:00 PM	7:10 PM	7:20 PM
6:45 PM	6:50 PM	7:00 PM	7:10 PM	7:20 PM	7:30 PM	7:35 PM	7:45 PM	7:55 PM	8:05 PM
7:30 PM	7:35 PM	7:45 PM	7:55 PM	8:05 PM	8:15 PM	8:20 PM	8:30 PM	8:40 PM	8:50 PM
8:15 PM	8:20 PM	8:30 PM	8:40 PM	8:50 PM	9:00 PM	9:05 PM	9:15 PM	9:25 PM	9:35 PM
9:00 PM	9:05 PM	9:15 PM	9:25 PM	9:35 PM	9:45 PM	9:50 PM	10:00 PM	10:10 PM	10:20 PM
9:45 PM	9:50 PM	10:00 PM	10:10PM	10:20 PM	10:30 PM	10:35 PM	Route ends La ruta termina		
10:30 PM	10:35 PM	10:45 PM	10:55 PM	11:05 PM	11:15 PM	11:20 PM	Route ends La ruta termina		

EXHIBIT B
EQUIPMENT

MUNICIPAL BUS EQUIPMENT INVENTORY								
Veh#	Title	Year	Make	Model	Vin#	Dept.	Name	License#
5511-14	50E075194	2007	Goshen	GCI Bus	1FDWE35S57DA59079	TRANSIT	CREW	551IWD
5511-15	50E090169	2016	STARTRANS	SENATOR II	1FDFE4FS3GDC03992	TRANSIT	CREW	212OSQ
5511-16	50E091234	2016	STARTRANS	SENATOR II	1FDFE4FS6GDC26179	TRANSIT	CREW	384UQV
5511-17	50E093799	2017	STARTRANS	SENATOR II	1FDFE4FS9HDC41664	TRANSIT	CREW	CQH258

EXHIBIT C
2021 TMV BUS HOURLY RATES

				2021
				TMV
				Adopted
				Budget
				W/SMART
				Two Buses (Red+Black)
Municipal Bus Service				
Employee Costs				276,550.61
Non-Employee Costs				57,540.00
Total Budgeted Costs				334,090.61
Additional Costs SMART				
Agency Compliance				200.00
Recruiting				500.00
Insurance				2,450.00
Administration				31,750.00
Total Budgeted Costs				368,990.61
Projected Revenue Service Hours				4,975.96
Budgeted Cost Per Revenue Hour				74.15
Depreciation Per Hour				3.98
Fully Loaded Costs Per Hour				78.13
Shoulder Season Operating Days (TOT Loop)				52
SS Avg. Operating Hours/Day				34.43
Total Operating Hours				1,790.36
Projected Shoulder Season Cost 2020				139,889.16
2020 Actuals				71,396.88
Spring				105,989.32
Fall				177,386.20
Total				



TOWN OF MOUNTAIN VILLAGE
455 Mountain Village Blvd.
Mountain Village, CO 81435

TO: Mayor Benitez and Town Council

FOR: March 18, 2021 Special Town Council Meeting

FROM: J.D. Wise, Assistant Director of Public Works

RE: Consideration of Approval for the Hiring of Two Summer Seasonal Plaza Services Cleaning/Sanitization Positions.

OVERVIEW:

The Plaza Services department has been working diligently to maintain a clean and safe environment in the public plazas throughout the COVID 19 pandemic. TMV has also received support and additional cleaning and sanitizing of the gondola dining cabins and outdoor furniture from TMVOA and TSG throughout the previous summer and winter seasons. Moving into the 2021 Summer Season, Plaza Services does not anticipate additional cleaning assistance to be available and is proposing to hire two summer seasonal employees to provide consistent daily cleaning and sanitizing throughout the Village Center.

These positions are proposed as follows with minor adjustments as needed:

- Season dates: May 15 – October 15
- Schedule: 7 days/week - 10:30am – 9:00pm
- Primary Responsibilities:
 - Sanitizing and cleaning of dining cabins
 - Sanitizing and cleaning of outdoor furniture
 - Sweeping/cleaning/debris removal in Village Center
 - Monitor and empty trash & recycling
 - Proactive/positive guest interactions

Additionally, after discussion with administrators of the CVRF Grant, these positions would be reimbursable with CVRF funds that the Town has been granted for 2021.

The job description for these proposed positions is included and we welcome any feedback, thoughts, or questions. Thank you for your consideration of this request.

/jdw

Job Title: Plaza Sanitization Specialist-Seasonal
FLSA: Non-Exempt
Effective Date: March 2021
Salary Grade: 26 (Min \$15.00, Mid \$17.55, Max \$20.09)

NATURE OF WORK:

Under general supervision will inspect, sanitize and clean gondola dining cabins in the Mountain Village plazas to ensure safe, secure and courteous service to guests. Performs general and semi-skilled labor, maintenance, and grounds keeping work for the Town of Mountain Village in accordance with all safety regulations and procedures.

DUTIES AND RESPONSIBILITIES:

- Continuously inspects, disinfects, cleans and maintains gondola dining cabins and plaza grounds.
- Removes trash, personal items and any other items from dining cabins and plaza grounds.
- Conducts general clean up of trash and debris; Collects and removes trash and recycling from receptacles in public areas.
- Monitors and re-stocks sanitization stations with hand sanitizer and disinfecting wipes.
- Keeps a daily log and checklist of items needing maintenance and/or repair.
- Performs all tasks in a friendly and professional manner at all times, assists and provides information to residents and guests, subcontractors and merchants with utmost attention to quality customer service.
- Performs a variety of basic grounds keeping activities including maintaining lawns and gardens, cleaning trash and debris, and weeding and deadheading flower beds. Inspects landscape areas and brings issues to the attention of a supervisor.
- Operates a variety of vehicles and light duty equipment in accordance with all safety regulations and procedures; identifies and reports mechanical problems requiring additional repair.
- Assists with minor maintenance activities including painting, oiling, staining and waterproofing of public benches, light posts, signage, fences, and trash cans when necessary.
- Monitors public restrooms and public trash rooms for cleanliness and reports issues to supervisor.
- Installs and removes bike racks, ski racks, and other seasonal infrastructure.
- Recognizes, practices, and enforces appropriate safety rules and procedures when performing any and all tasks associated with this position.
- Performs duties with attention to minimizing impacts to the environment at all times.
- Additional duties as assigned.

MINIMUM QUALIFICATIONS:

Must be 16 years of age or older. Experience cleaning, gardening, use of common hand tools used in landscaping and snow removal, experience in parks/ grounds maintenance preferred. General computer skills working with email and time tracking software.

Applicants will be required to undergo drug testing prior to employment and will be subject to further drug and alcohol testing throughout their employment.

Licenses/Certification(s):

Possession of a valid Colorado State Driver's License is preferred but not required.

A driving records search will be conducted on all applicants prior to employment and the applicant's driving record will be subject to observation throughout their employment.

KNOWLEDGE, SKILLS & ABILITIES REQUIRED:

Knowledge of: Methods, materials and equipment used in grounds keeping maintenance; state and town safety rules and regulations, including drug and alcohol testing guidelines; occupational hazards and safety precautions.

Skill in: Inspecting, sanitizing and cleaning gondola cabins in compliance with all policies and procedures, state and local regulations; reacting quickly to situations that could create safety and customer security problems; using courtesy and respect in providing excellent customer service to guests; establishing and maintaining cooperative working relationships with employees and general public. Safe and efficient operation and maintenance of vehicles and equipment according to standard operating and safety procedures; use of gardening and grounds keeping tools and equipment; effective verbal and written communication; basic computer skills including Word, Excel, Internet, & Microsoft Outlook.

Environmental Factors:

Work is performed primarily in outdoor environments with exposure to extreme weather conditions, machinery with moving parts.

Physical Factors:

While performing the duties of this job, the employee will perform manual labor, stand and walk for extended periods of time, and lift and/or move items weighing up to 100 pounds.

Reviewed By: *JDW* Date: *03/01/2021*

Print Name _____

Employee Signature _____

Date _____

Memo

To: Mayor and Town Council
From: Dawn Katz, Director
Date: March 2021
Re: Mountain Munchkins Semi-Annual Staff Report

SUMMARY

1. Mountain Munchkins currently has 39 children enrolled. 30 of those families live and/or work in the Town of Mountain Village. The other nine reside and work in San Miguel County. These non-resident families pay a higher daily tuition rate. Priority for enrollment went to essential community staff members, Town of Mountain Village employees and residents, children on CCAAP (Social Services), CPP (Colorado Preschool Program) or SPED (children with an individualized education plan).
2. Mountain Munchkins infant, toddler and preschool classrooms are at full daily capacity based on social distancing guidelines for nap and mealtimes. The infant and preschool classrooms have not been instructed to close for quarantine based on positive test results or possible exposure. The toddler classroom has been advised by the county to close four times within the last year, typically for just a short period.
3. The program currently has four full-time year-round employees (including the director) and three part time staff members. Pre-COVID, Mountain Munchkins budget included eight full-time year-round staff members. The program will need to hire at least two qualified staff members to re-open to full capacity. The goal to do this is August 2021. The program is currently open Monday through Thursday 7:45am to 5pm.
4. Mountain Munchkins received approximately \$40,000 in COVID-19 related relief grants to help offset revenues lost in 2020.
5. The infant, toddler and preschool classrooms are following the strict cleaning protocols set in place by the CDC and Colorado Office of Early Childhood. Surfaces are cleaned and disinfected multiple times per day, hand washing protocols are followed and mask recommendations for children age 3 and older are being implemented. All staff continue to wear KN95 masks.
6. Mountain Munchkins staff members are busy working with a quality improvement coach and a Pyramid Model coach as we prepare for the virtual *Colorado Shines* rating in May 2021. *Colorado Shines* is a quality rating and improvement system used to assess, improve and communicate the level of quality in early care and education programs. The program is required to rate using this system every 3 years.
7. Mountain Munchkins was awarded \$5,000 to be an ECHO (Early Childhood Health Opportunity) seed grant for onsite playground improvements in 2019. Munchkins received \$25,000 from the Temple Hoyne Buell Foundation to complete the ECHO design plans in 2020. Temple Hoyne Buell approved an extension on this grant. The remaining \$10,000 must be spent by June 2021.
8. Please see the attached documents regarding the Strong Start Funding Decision Framework. Strong Start did provide funding distributed to Mountain Munchkins in 2020 and that document has been attached.

DEPARTMENT GOALS

1. Assure facility operates within licensing guidelines.
2. All daycare operations are properly supervised.
3. Assure staff completes all continuing education requirements to ensure excellence of the programs.
4. Operate within the annual budget.
5. Continue grant funding and fund-raising efforts to offset the Town subsidy.
6. Assess and evaluate each child's development in the toddler and preschool programs.

7. Create and maintain strong family partnerships within the program.
8. Replace paper towels in each facility with wash cloths to reduce waste.
9. Create and manage the wait list. Priority is given to families that live and work in the Town of Mountain Village.
10. Ensure that we achieve Munchkins revenue and expense targets for 2021 during the time of COVID and greater budget uncertainty

DEPARTMENT PERFORMANCE MEASURES

1. All staff and employee files are current within 60 days of enrollment/employment. Staff to child ratios are maintained 100 percent of the time. Fire, Health and State inspections are current and on file; any violations are corrected within five business days.

The childcare licensing inspector is due for her annual visit later in March 2021. Fire inspection was completed June 2020 and the health inspector completed a virtual inspection in July 2020, Citations were corrected immediately. Classrooms are at capacity based on state and county social distancing guidelines.

2. Play areas and equipment are inspected daily; unsafe materials discarded immediately. Fire/Evacuation drills are conducted monthly. All policies and procedures are current with the State of Colorado Rules Regulating Child Care Centers.

Both playgrounds are inspected daily. All issues are corrected immediately. All staff are informed on changes to policies and procedures as changes occur. Playground equipment and materials are in great shape. Most of the structures and toys have been replaced with funding received from the Temple Hoyne Buell playground renovation grant.

Fire/evacuation drills and in shelter/active shooter drills are practiced monthly.

3. All staff is current on required training, continuing education and formal education courses. Through grants, staff shall seek and successfully complete formal early childhood college courses.

The new early childhood teacher requirements state that all lead teachers must be ECE qualified. The three lead teachers are qualified. One lead received her director's qualifications in January 2021.

4. Offset payroll expenses by staffing according to ratios and daily enrollment. Offset operational expenses through parent donated snacks, supplies, and equipment, grants, and fund raising. Department year end expenditure totals do not exceed the adopted budget.

Dawn Katz continues to monitor the revenue vs. expense report monthly.

Dawn Katz is constantly researching new grant opportunities.

5. Pursue all grant opportunities to offset operational costs. Pursue and coordinate fund raising opportunities to offset operational costs.

Received grants and fundraiser revenue for 2020:

Telluride Foundation	\$30,000
Temple Hoyne Buell Foundation Scholarship	\$25,000
Temple Hoyne Buell playground	\$25,000
Just for Kids Grant:	\$5,000
CCAASE Grant:	\$10,000
Strong Start Mill Levy	\$30,000
Anshutz Family Foundation	\$5,000

Temple Hoyne Buell re-start up – COVID	\$5,000
Help Colorado Now – COVID	\$25,000
First Southwest Bank -COVID	\$2,000
<u>Family Date Night Fundraiser</u>	<u>\$0 due to COVID</u>

TOTAL: \$162,000

Mountain Munchkins received approximately \$120,000 in grant funding for 2019. In 2020, Munchkins received \$162,000. Specific funding was utilized for COVID related issues such as loss of program revenue and restart expenses to support new protocols and procedures.

Received grant funding revenue for 2021:

Telluride Foundation/Strong Start	\$60,000
Temple Hoyne Buell Foundation	\$25,000
Just For Kids	\$5,000
CCAASE Grant	\$10,000
OEC Relief Grant	\$9,075
Strong Start ER Relief fund	\$9,486.49
<u>Family Date Night Fundraiser</u>	<u>\$15,000 (projected)</u>

Total: \$133,562

- Toddlers and preschoolers will be observed and assessed in all areas of development. Staff will conduct parent-teacher conferences to discuss child's progress and pursue additional services if needed.

Mountain Munchkins is required to assess all preschool children receiving assistance through the Colorado Preschool Program or that may qualify for special education services using Teaching Strategies Gold. The Teaching Strategies Gold is a research-based, in-depth look into every developmental domain. This assessment tool guides instruction, measures growth over time and pin-points areas in a child's development that need more attention. Mountain Munchkins staff members choose to evaluate all preschool age students with this invaluable tool. The information received from these evaluations help to guide lesson planning and preschool instruction.

Conferences are offered twice a year in the preschool. The infant and toddler room supervisor has completed developmental checklists on all the children enrolled. Conferences were held virtually November 2020 and are scheduled for April 2021.

- Serve as a community resource for families in our community. Offer families opportunities to be part of their child's early learning experience. Communicate with families about their child's development and how the program operates. Be available for conferences on an as needed basis. Forward all parenting education opportunities to our families. Utilize child development professionals to observe and access our program and make improvements based on their assessments.

Through our Pyramid Plus trainings we will offer helpful parent newsletters and informational meetings to encourage and support our Pyramid efforts. Mountain Munchkins' goal is to host four virtual parent nights this year.

Mountain Munchkins previously hosted eight Pyramid trainings annually for the early childhood providers in the community. These trainings were held once a month at the Mountain Village Fire Station. These will continue to happen virtually for 2021. All Mountain Munchkins staff members are required to attend.

Dawn Katz continues to advocate for early childhood education regionally. She is the board chair of the Colorado Preschool Program Council. The Council assures that at-risk children in our community have access to high quality pre-school programs.

Programs who offer Colorado Preschool Program (CPP) spots to at-risk children must meet a set of criteria set forth by the Colorado Department of Education regarding class size and quality standards. 25 percent of preschoolers enrolled at Munchkins are considered "at-risk" and are receiving CPP and Special Education services.

8. Replace paper towels in each facility with wash cloths to reduce waste.

Paper towels are being used 100% of the time per the recommendation of the CDC.

9. Create and manage the wait list.

Dawn Katz will create and manage the wait list for the program. Priority is given to families that live and work in the Town of Mountain Village. Other families will be considered based on availability.

Currently, there are four families on the infant waitlist, two for the toddler program and three for the preschool classroom.

The wait list will be reviewed and updated monthly by Dawn.

10. Ensure that we achieve Munchkins revenue and expense targets for 2021 during the time of COVID and greater budget uncertainty.

Dawn Katz continues to monitor revenue and expenses monthly while researching and submitting new grant applications.

Mountain Munchkins -Strong Start Grant Proceeds, Professional Development and Salary Supplements

Date	Payee	Category	Memo	Total
01/29/2021	Mountain Munchkins	SS Capacity Building	COVID Relief Emergency Funding	9,237.00
01/14/2021	Mountain Munchkins	SS Financial Assistance	January through March Strong Start	4,182.00
10/14/2020	Mountain Munchkins	SS Financial Assistance	October - December 2020 Financial Aid	3,930.00
09/11/2020	Mountain Munchkins	SS Financial Assistance	September 2020 Financial Aid	1,612.00
07/28/2020	Mountain Munchkins	SS Financial Assistance	August 2020 Financial Aid	2,668.00
06/23/2020	Mountain Munchkins	SS Financial Assistance	July 2020 Financial Aid	312.00
05/07/2020	Mountain Munchkins	SS Financial Assistance	June 2020 Financial Aid	1,904.00
04/21/2020	Mountain Munchkins	SS Financial Assistance	May 2020 Financial Aid	1,904.00
03/16/2020	Mountain Munchkins	SS Financial Assistance	April 2020 Financial Aid	2,168.00
03/13/2020	Mountain Munchkins	SS Capacity Building	Strong Start Quality Improvement and	30,000.00
02/24/2020	Mountain Munchkins	SS Financial Assistance	March 2020 Financial Aid	1,904.00
02/03/2020	Mountain Munchkins	SS Financial Assistance	BK Feb FA February 2020	112.00
01/17/2020	Mountain Munchkins	SS Financial Assistance	Financial Aid January 2020	1,792.00
12/20/2019	Mountain Munchkins	SS Financial Assistance	Financial Aid December 2019	2,056.00
11/21/2019	Mountain Munchkins	SS Financial Assistance	Financial Aid November 2019	1,792.00
10/21/2019	Mountain Munchkins	SS Financial Assistance	Financial Aid	1,896.00
09/20/2019	Mountain Munchkins	SS Financial Assistance		1,896.00
08/21/2019	Mountain Munchkins	SS Financial Assistance		1,896.00
07/19/2019	Mountain Munchkins	SS Financial Assistance		1,896.00
07/03/2019	Mountain Munchkins	SS Quality Assistance		640.00
03/26/2019	Mountain Munchkins	Improvement		<u>27,260.00</u>
				<u>101,057.00</u> Grants & Financial Aid Received in 2019 - 2020
				<u>60,000</u> QI & Capacity Building Grant awarded in March 2021. Check to be disbursed to MM by end of March 2021.
				<u>6,660.00</u> Financial Aid that will be awarded to MM from April through August 2021
				<u>82,822.90</u> Salary Supplement Awards to MM staff from Dec 2017 through 2020 (see tab 2 for detail)
				\$ 250,539.90

Name	Amount
Cale Cramer	2,500.00
Cale Cramer	2,500.00
Cale Cramer	2,750.00
Cale Cramer	2,750.00
Cale Cramer	2,750.00
Cale Cramer	2,382.90
Chambers Squier	2,500.00
Chambers Squier	2,500.00
Chambers Squier	2,750.00
Chambers Squier	2,750.00
Chambers Squier	2,750.00
Dawn Katz	3,000.00
Diana Banuelos-Nieto	1,250.00
Jacqueline Rogers	1,750.00
Jacqueline Rogers	2,500.00
Janine Bickel	2,500.00
Katie Valencia	1,250.00
Katie Valencia	1,750.00
Katie Valencia	1,750.00
Madelyn Wild	1,250.00
Nancy Overhoff	2,500.00
Savanna Wagner	1,750.00
Savanna Wagner	1,750.00
Savanna Wagner	1,750.00
Stacy Carrillo	1,250.00
Stephanie Napier	2,500.00
Tisha Torres	1,750.00
Tisha Torres	1,470.00
Tisha Torres	1,470.00
Trinity Bentler	1,250.00
	\$ 82,822.90

I think Cale has an extra one in here. We've only completed 5 LIFT EC cycles. This may be APEX

Appendix 2: Strong Start Funding Decision Framework

The broad goal of Strong Start is to make data-driven decisions that supplement, not supplant, existing resources to sustain and maximize early childhood education in San Miguel County.

Strong Start meetings are open to the public, meeting minutes are available online, and the application forms and processes are available publicly. Strong Start welcomes any feedback that will provide greater benefit to the early childhood system in San Miguel County.

The broad framework for the funding allocation flows from the structure of the mill levy and program design around four broad goals:

1. Capacity building
2. Quality improvement
3. Recruiting and retaining quality early childhood teachers
4. Family financial assistance

Strong Start has developed processes and criteria within these categories to inform the decision making, but it is important to note that these are not able to be reduced to a simple formula or algorithm. The nature of early childhood requires responsiveness and adaptability to changing needs – such as COVID-19, changes in Federal and State funding available.

The decision-making framework for the financial allocation is currently guided by the following primary criteria:

1. Geographic distribution; funding is generated by a mill levy across the whole of San Miguel County, so the allocation process ensures that the benefit is also felt across the county.
2. Urgency of need; While it would be ideal to fully fund all requests, the scope of need often outweighs monies available. Priority is given based on urgency of need (e.g., child safety, staffing or equipment needs that threaten to close centers, etc.)
3. Community identified need; community feedback was gathered in the process of securing the mill levy and developing Strong Start and is being gathered on an ongoing basis through monitoring and evaluation efforts. This initial feedback informed the prioritization of early childhood centers serving infants and toddlers. This prioritization is anticipated for the foreseeable future but could potentially change over time based on new community feedback and the development of new infant/toddler capacity.
4. Low-income families; priority is given to low-income families and the early childhood centers that serve them. This is informed by both the financial position reported by families on their applications and the proportion of children receiving CCCAP and CPP funding.

5. Funding priorities and criteria related to the various programs within the Strong Start work include:

- LIFT-EC salary supplements: Lifting Incomes for Teachers in early childhood. Individual early childhood teachers apply. Funding amounts depend on individual early childhood Professional Credential issued through the Colorado Department of Education.
- APEX: Professional Development/Higher Education Scholarships – Individual early childhood teachers apply. Reimbursed after successful completion of course in the field of early childhood education. Must pass course with a B or better.
- Financial Assistance: The amount of assistance provided is determined based on families' Federal Poverty Level and financial circumstances outlined in the application. Stated employment and income levels are confirmed by Strong Start staff.
- Quality Improvement and Capacity Building for Early Childhood Centers: When grant requests exceed available funding Strong Start allocates budgeted assistance by weighing the nature of the request, number of at-risk children enrolled as determined by CPP, CCCAP, SPED enrollment, the age groups of children, and the size of program.
- <https://www.strongstartstrongcommunity.org/year-in-review>



**TOWN OF MOUNTAIN VILLAGE
TOWN MANAGER
CURRENT ISSUES AND STATUS REPORT
MARCH 2021**

1. Great Services Award Program

- **Great Services Award Nominations – MONTH OF JANUARY**
 - **Bill Dean, Gondola Maintenance** - Nominated by Jim Loebe. For his quick thinking and calm response to the unstable individual wielding a large stick, ranting about an alien invasion and acting aggressively at the gondola last month. Bill's cool response help to deescalate a situation that could have gone horribly wrong - **WINNER FOR FEBRUARY**

2. Broadband

- Resumed fiber installs in residential areas where pathway construction has been completed including Meadows, Mountain Village Blvd. and San Juanin
- Placed door hangers on all legacy cable users and to all fiber customers in the Meadows. The door hanger advised them that the coax cable network in this area will be discontinued as of April 5, 2021 and they will need to switch over to the new service provided by Resort Internet through the Town
- Continued installation of fiber fed internet services to commercial customers in the Village Center. Commercial customers in the following buildings are eligible:
 - Hotel Madeline
 - Inn at Lost Creek
 - Blue Mesa Condominiums and Blue Mesa Lodge
 - Shirana
 - Westermere
 - Wells Fargo/Plamyra
 - Telluride Conference Center
 - Le Chamonix
 - Frank Klammer
 - Heritage Crossing
 - Centrum
- All 2021 construction materials and equipment are in stock and ready for utilization
- Beginning to audit as-built maps
- Inspected VCA and Mountain View apartments for post-wiring and will begin the work by March 15, 2021

3. IT Updates

- Cybersecurity
 - Adjusted managed security and next generation firewall policies
 - Applied recommended IP blocks from security sources
 - Increased IT's knowledge of SSL/TLS and Certificate Authority signed certificates
 - Added more email security filtering

- System Administration
 - Migrated PaperVision, our document management system, to a new server providing better security
 - Completed the Council Chambers video systems upgrade
 - Added more critical systems to the backup strategy
 - Added hot cloud storage (second cloud storage provider) enabling faster point in time recovery
 - Completed video documentation for poster and sign printing
 - Recovered recording server failure that failed after an automated update
- Network Administration
 - Resolved a gondola webcam live feed issue
 - Added additional security rules and protections
 - Added dedicated bandwidth for streaming services
 - Continue to research on 5G
- Efficiency and Automation
 - Worked with Human Resources completing Outlook address book to Outlook contacts to mobile phone synchronization
 - Enabled Ultipro (HR and payroll software) inventory management system for on/off boarding
 - Added more network automation alerts on the TMV and TMVISP networks
 - Added more automation to the backup strategy
 - Completed smtp server relay system enabling bulk emailing
 - Added large document printing functionality for those who need it
- Desktop Support
 - Added more monitoring for the gondola transportation department
 - Continue to upgrade different workstations, laptops and tablets
- GIS
 - Interviewed applicants for the GIS position and we are in the process of hiring a GIS specialist

4. COVID-19

- Continue attending bi-weekly special and monthly regular TMV Town Council meetings to address any and all issues related to COVID-19 and any other agenda items necessary
- Attend the bi-weekly Economic Recovery Committee to discuss emergence and recovery from the COVID-19 pandemic
- Continue attending weekly San Miguel County meetings for COVID-19 discussions and updates
- Attended the monthly IG meeting on March 8th to coordinate COVID-19 responses and communicate with our regional partners

5. Miscellaneous

- Lottery process for the two Cassidy Ridge Units was conducted and the two winners were Susan Johnston and Lindsay Neihaus. Closings on both units will be concluded either late March or early April. Congratulations to these very deserving employees and thanks to the Town for making these opportunities available.
- CFO Recruitment
 - Negotiations proved unsuccessful with Gary M De Ora and a new effort has been started

- Re-working the job description with Council input as needed
- Receiving proposals from potential recruiting firms to assist in the process
- Attended the monthly SMRHA Board meeting
- Attended the bi-weekly meetings with MIG and Laila, Dan and staff for the Comprehensive Plan Amendment on February 23rd and March 9th
- Attended a San Miguel County Planning Meeting on March 11th for consideration of the application for the development at Society Turn including the hospital improvements
- Continued weekly meetings with Mayor Benitez
- Attended Colorado Association of Ski Towns meetings on March 4th
- Attended the Gondola Subcommittee Meeting on February 25th