# TOWN OF MOUNTAIN VILLAGE TOWN COUNCIL REGULAR MEETING THURSDAY, MAY 16, 2024, 2:00 PM 2nd FLOOR CONFERENCE ROOM, MOUNTAIN VILLAGE TOWN HALL

## 455 MOUNTAIN VILLAGE BLVD, MOUNTAIN VILLAGE, COLORADO AGENDA REVISED

#### https://us06web.zoom.us/webinar/register/WN 7DTI7-xYRCuVT7y2HKuQvA

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

	Time	Min	Presenter	Туре			
1.	2:00				Call to Order		
2.	2:00	75		Legal	Executive Session for the Purpose of:  a. Receiving Legal Advice on Specific Legal Questions, to Determine Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations and/or Instructing Negotiators, In Connection with the Regional Wastewater Treatment Plant Pursuant to C.R.S. 24-6-402(4)(e) b. Determining Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations and/or Instructing Negotiators, In Connection with the Proposed Gondola Replacement and Expansion Pursuant to C.R.S. 24-6-402(e) c. Receiving Legal Advice on Specific Legal Questions, to Determine Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations and/or Instructing Negotiators, In Connection with Proposed Elections Related to Future Operation, Maintenance and Construction of		
3.	3:15	5	Knobbe	Action	the Gondola Systems Pursuant to C.R.S. 24-6-402(4(b) and (e)  Consideration of a Proclamation Declaring the Month of May as Mental		
					Health Awareness Month		
4.	3:20	5	Kjome Walters	Informational	Staff Introductions:  a. Chris Yeh, VCA Maintenance Team  b. Aidan Flynn, Forestry Crew Leader  c. Alicia Web, Forestry Technician II  d. Trey Seeking, Forestry Technician I  e. Jonah Rofulowitz, Forestry Technician I  f. Jordan Menefee, Lead Preschool Teacher		
5.	3:25	5	Johnston	Action	Consent Agenda:  All matters in the Consent Agenda are considered to be routine by the Town Council and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately:  a. Consideration of Approval of the April 25, 2024 Regular Town Council Meeting Minutes		

### TOWN COUNCIL MEETING AGENDA FOR MAY 16, 2024

6.	3:30	5	Johnston	Action	Liquor Licensing Authority:
·		J	Fee	Quasi-Judicial	<ul> <li>a. Consideration of an Application for a Special Event Permit by San Miguel Mentoring Partnering with Telluride Food &amp; Vine for a Special Event at the Telluride Raquet Club on June 14, 2024 from 9:00 AM to 2:00 PM</li> </ul>
7.	3:35	10	Wisor	Informational	Department Updates
8.	3:45	20	Vergari	Informational Action	Finance:  a. Presentation of the April 30, 2024 Business & Government Activity Report (BAGAR)
9.	4:05	5	Wisor	Action	Consideration of a Resolution to Participate in The Centennial State Liquid Investment Pool (CSLIP)
10.	4:10	5	Ward Forsythe	Action <b>Legislative</b>	Second Reading, Public Hearing and Council Vote on an Ordinance Regarding Proposed CDC Building Code Amendments, Pursuant to CDC Section 17.1.7  a. International Plumbing Code (IPC) b. International Fuel Gas Code (IFGC) c. International Energy Conservation Code (IECC)
11.	4:15	5	Ward	Action <b>Legislative</b>	Second Reading, Public Hearing and Council Vote on an Ordinance Regarding a CDC Amendment to Open Space Map Reference, Pursuant to CDC Section 17.1.7
12.	4:20	20	Ward Walters	Action <b>Legislative</b>	First Reading, Setting of a Public Hearing, and Council Vote on an Ordinance Regarding Community Development Code Amendments of CDC Section 17.6.1 Environmental Regulations and 17.8.1 Definitions
13.	4:40	15	Nelson	Action <b>Quasi-Judicial</b>	Consideration of a Resolution Approving a Height Variance Application for Lot 166AR2-10, TBD Stonegate Drive, Pursuant to CDC Section 17.4.16
14.	4:55	10	Nelson Wise Norton	Action <b>Quasi-Judicial</b>	Second Reading, Public Hearing and Council Vote on an Ordinance Regarding a Major PUD Amendment for Lot 38-50-51RR, 568 Mountain Village Boulevard, Madeline Hotel and Residences, Pursuant to CDC Section 17.4.12
15.	5:05	20	Loebe Johnson	Informational	Winter Parking Recap
16.	5:25	10	Loebe	Informational	Summer Trails Update
17.	5:35	15			Dinner
18.	5:50	20	Skinner	Informational	Telluride Tourism Board Update
19.	6:10	35	Haynes Wisor Taix	Work Session	Discussion of Town-Owned Properties for Development of Deed Restricted Housing
20.	6:45	20	Council Members	Action	Council Boards and Commissions Updates:  1. Telluride Tourism Board – Gomez  2. Colorado Flights Alliance – Gilbride  3. Transportation & Parking – Duprey & Mogenson  4. Budget & Finance Committee – Duprey, Pearson, & Mogenson  5. Gondola Committee – Mogenson, Prohaska, & Pearson

### TOWN COUNCIL MEETING AGENDA FOR MAY 16, 2024

			6. Colorado Communities for Climate Action – Pearson
			7. San Miguel Authority for Regional Transportation (SMART) –
			Magid, Mogenson, & Gomez
			8. Telluride Historical Museum – Prohaska
			9. Collaborative Action for Immigrants (CAFI) – Gomez
			10. Mountain Village Business Development Advisory Committee
			(BDAC) – Pearson & Duprey
			11. Wastewater Committee – Duprey & Magid
			12. Housing Committee – Duprey & Magid
			13. Telluride Conference Center Committee – Duprey & Magid
			14. Miscellaneous Boards and Commissions
			15. Mayor's Update
21.	7:05	5	Public Comment on Non-Agenda Items
22.	7:10	5	Other Business
23.	7:15		Adjourn

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

#### https://bit.ly/WatchMVMeetings

#### Register in advance for this webinar:

https://us06web.zoom.us/webinar/register/WN 7DTI7-xYRCuVT7y2HKuQvA

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

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

#### **Public Comment Policy:**

- All public commenters must sign in on the public comment sign in sheet and indicate which item(s) they intend to give public comment on.
- Speakers shall wait to be recognized by the Mayor and shall give public comment at the public comment microphone when recognized by the Mayor.
- Speakers shall state their full name and affiliation with the Town of Mountain Village if any.
- Speakers shall be limited to three minutes with no aggregating of time through the representation of additional people.
- Speakers shall refrain from personal attacks and shall keep comments to that of a civil tone.
- No presentation of materials through the AV system shall be allowed for non-agendized speakers.
- Written materials must be submitted 48 hours prior to the meeting date to be included in the meeting packet and of record. Written comment submitted within 48 hours will be accepted but shall not be included in the packet or be deemed of record.



#### Town of Mountain Village Proclamation

#### Mental Health Month 2024 Proclamation

WHEREAS, mental health is essential to everyone's overall health and well-being; and WHEREAS, according to Mental Health Institute, Colorado has the nation's sixth highest suicide rate; and

WHEREAS, all individuals face challenges in life that can impact their mental health, therefore it is our duty as a community to help reduce stigma in seeking professional help for mental health support; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions; and WHEREAS, there are practical tools that all people can use to improve their mental health and increase resiliency; and

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

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

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

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

THEREFORE, be it resolved that, we, the Town Council of the Town of Mountain Village, do hereby designate May 2024 as

#### **Mental Health Month**

in the Town of Mountain Village, Colorado, and also call upon the citizens, government agencies, public and private institutions, businesses, and schools in the Town of Mountain Village to commit our community to increasing awareness and understanding of mental health, reducing stigma around seeking help, and the need for appropriate and accessible services for all people with mental health conditions.

Dated this 16th day of May 2024

Martinique Prohaska, Mayor	Susan Johnston, Town Clerk



#### TOWN OF MOUNTAIN VILLAGE

455 Mountain Village Blvd. Suite A Mountain Village, CO 81435 970-728-8000 970-728-4342 Fax mvclerk@mtnvillage.org

Agenda Item 5

#### TOWN OF MOUNTAIN VILLAGE MINUTES OF THE APRIL 25, 2024 REGULAR TOWN COUNCIL MEETING

The meeting of the Town Council was called to order by Mayor Marti Prohaska at 2:00 p.m. on Thursday, April 25, 2024. The meeting was held in person and with virtual access provided through Zoom.

#### Attendance:

#### The following Town Council members were present and acting:

Marti Prohaska, Mayor Scott Pearson, Mayor Pro Tem Harvey Mogenson Pete Duprey (via Zoom) Tucker Magid Huascar E. Gomez (Rick)

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

Jack Gilbride

#### Also in attendance were:

Paul Wisor, Town Manager (via Zoom)
Michelle Haynes, Assistant Town Manager
Susan Johnston, Town Clerk
Kim Schooley, Deputy Town Clerk
Haley Carmer, Assistant Town Attorney (via Zoom)
Lizbeth Lemley, Finance Director
Chris Broady, Police Chief
JD Wise, Economic Development & Sustainability Director

Molly Norton, Community Engagement Coordinator

Lauren Kirn, Environmental Efficiencies & Grant Coordinator

Amy Ward, Community Development Director Kathrine Warren, Public Information Officer

Finn Kjome, Public Works Director Scott Pittinger, Public Works Director Jim Loebe, Transit & Recreation Director Jim Soukup, Chief Technology Officer Lindsay Niehaus, HR Benefits Coordinator

Juan Rivera, Rental Properties Coordinator

Marleina Taix, Housing Manager Rob Johnston, Transit Manager Jaime Holmes, HR Director Mark Eckard, Building Inspector Drew Nelson, Senior Planner Lauren Tyler, GIS Administrator Tim Barber Madeline Gomez

David Averill
Stephanie Fanos
Erica Jurecki
David Koitz
Patrick Latcham
Stanya Gorraiz
Cath Jett

Jonathan Greenspan

Neal Elinoff

#### TOWN OF MOUNTAIN VILLAGE



455 Mountain Village Blvd. Suite A Mountain Village, CO 81435 970-728-8000 970-728-4342 Fax mvclerk@mtnvillage.org

#### Executive Session for the Purpose of: (2)

- a. Receiving Legal Advice on Specific Legal Questions, to Determine Positions Relative to

  Matters that may be Subject to Negotiations, Developing Strategy for Negotiations and/or

  Instructing Negotiators, In Connection with the Regional Wastewater Treatment Plant

  Pursuant to C.R.S. 24-6-402(4)
- b. Receiving Legal Advice on Specific Legal Questions Pursuant to C.R.S. 24-6-402(b)
  Regarding Proposed Legislation Related to Land Transactions
- c. <u>Discussion of Smart City Initiative and Associated Cybersecurity Issues Pursuant to C.R.S.24-6-402(4)(d)</u>

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

- a. Receiving legal advice on specific legal questions, to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and/or instructing negotiators, in connection with the Regional Wastewater Treatment Plant pursuant to C.R.S. 24-6-402(4)
- b. Receiving legal advice on specific legal questions pursuant to C.R.S. 24-6-402(b) regarding proposed legislation related to land transactions
- c. Discussion of Smart City Initiative and associated cybersecurity issues pursuant to C.R.S.24-6-402(4)(d)

at 2:04 p.m.

Council returned to open session at 3:01 p.m.

### Consideration of a Proclamation Declaring the Month of April as Sexual Assault Awareness Month (3)

San Miguel Resource Center Bilingual Advocate Lauren Norton presented. Council discussion ensued.

Council moved to agenda item 5.

#### **Staff Introductions: (4)**

a. Juan Rivera, Rental Properties Coordinator

Finance Director Lizbeth Lemley introduced the new Rental Properties Coordinator Juan Rivera.

Council moved to agenda item 6.

#### **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: (5)

- a. Consideration of Approval of the March 21, 2024 Regular Town Council Meeting Minutes
- b. Consideration of Approval of the April 4, 2024 Special Town Council Meeting Minutes
- c. Consideration of Approval of an Intergovernmental Agreement (IGA) Between the Board of County Commissioners of San Miguel County, Colorado and the Town of Mountain Village, Colorado Concerning Noxious Weed Management and Control Services

Town Clerk Susan Johnston presented. Council discussion ensued. On a **MOTION** by Huascar E. Gomez (Rick) and seconded by Harvey Mogenson, Council voted unanimously to approve the Consent Agenda as presented.

Council moved to agenda item 4.

#### Consideration of Appointments to the Plaza Vending Committee (6)

- a. One Town Council Member for a 2-Year Term
- b. One Member of the At-Large Mountain Village Community for a 2-Year Term
- c. One Member of a Mountain Village Brick & Mortar Food & Beverage Business for an Initial 1-Year Term
- d. One Member from a Mountain Village Plaza Vending Business for an Initial 1-Year Term

Economic Development & Sustainability Director JD Wise, Susan Johnston, and Community Engagement Coordinator Molly Norton presented. Comments were received from Lauren Schreiber, Gregory Shawcroft, Alberto Tames, and Erica Jurecki. Council discussion ensued. On a **MOTION** by Marti Prohaska and seconded by Harvey Mogenson, Council voted to appoint the following to the Plaza Vending Committee:

- a. Scott Pearson as the Town Council member for a 2-year term,
- b. Lauren Schreiber as the at-large community member for a 2-year term,
- c. Erica Jurecki as the brick & mortar food & beverage member for an initial 1-year term, and
- d. Alberto Tames as the plaza vending business member for an initial 1-year term.
- e. JD Wise as the Economic Development and Sustainability Director.

### Consideration of a Re-Appointment of Design Review Board Members Pursuant to Section 12.1.(b)(2) of the Town of Mountain Village Home Rule Charter Legislative (7)

Community Development Director Amy Ward and Senior Planner Drew Nelson presented. Council discussion ensued. On a **MOTION** by Tucker Magid and seconded by Huascar E. Gomez (Rick), Council voted unanimously to re-appoint to the Design Review Board Banks Brown, Scott Bennett, Adam Miller, David Craige, and Jim Austin as the first alternate with two-year terms expiring April 23, 2026.

#### Finance: (8)

Lizbeth Lemley and Assistant Finance Director Julie Vergari presented.

- a. Presentation of the March 31, 2024 Business & Government Activity Report (BAGAR)
- b. Consideration of the March 31, 2024 Financials

Council discussion ensued. On a **MOTION** by Pete Duprey and seconded by Harvey Mogenson, Council voted unanimously to approve the March 31, 2024 Financials as presented.

#### Department Updates (9)

Due to Spring Break, updates will be presented next month.

# Second Reading, Public Hearing and Council Vote on an Ordinance Calling for a Special Election on July 9, 2024 and Setting Ballot Questions Regarding Proposed Amendments to the Mountain Village Home Rule Charter Staff is Proposing that this Item be Tabled (10)

Mayor Prohaska presented. Council discussion ensued. On a **MOTION** by Huascar E. Gomez (Rick) and seconded by Tucker Magid, Council voted 5-0 (with Harvey Mogenson abstaining) to table the second reading, public hearing, and council vote on Ordinance calling for a Special Election for July 9, 2024, and setting ballot questions regarding proposed amendments to the Mountain Village Home Rule Charter until after the work session scheduled on June 12, 2024.

## First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding Proposed CDC Building Code Amendments, Pursuant to CDC Section 17.1.7 Legislative (11)

Chief Building Official Lars Forsythe and Amy Ward presented. Council discussion ensued.

#### a. International Plumbing Code (IPC)

On a **MOTION** by Tucker Magid and seconded by Harvey Mogenson, Council voted 6-0 to approve on first reading an Ordinance amending CDC Section 17.7.17 regarding the International Plumbing Code (IPC) and to set the second reading, public hearing, and final Council vote for the May 16, 2024 Regular Town Council meeting.

#### b. International Fuel Gas Code (IFGC)

On a **MOTION** by Huascar E. Gomez (Rick) and seconded by Tucker Magid, Council voted 6-0 to approve on first reading an Ordinance amending CDC Section 17.7.14 regarding the International Fuel Gas Code (IFGC) and to set the second reading, public hearing, and final Council vote for the May 16, 2024 Regular Town Council meeting.

#### c. International Energy Conservation Code (IECC)

On a **MOTION** by Huascar E. Gomez (Rick) and seconded by Tucker Magid, Council voted 6-0 to approve on first reading an Ordinance amending CDC Section 17.7.12 regarding the International Energy Conservation Code (IECC) and to set the second reading, public hearing, and final Council vote for the May 16, 2024 Regular Town Council meeting with amendment to Section h Fireplaces, changing the fireplace timing from 90 minutes to 60 minutes.

## First Reading, Setting of a Public Hearing, Council Vote on an Ordinance Regarding a CDC Amendment to Open Space Map Reference, Pursuant to CDC Section 17.3.10 Legislative (12)

Amy Ward and GIS Administrator Lauren Tyler presented. Council discussion ensued. On a **MOTION** by Tucker Magid and seconded by Pete Duprey, Council voted 6-0 to approve on first reading an Ordinance amending Section 17.3.10 of the Community Development Code regarding the Open Space Map and to set the second reading, public hearing, and final Council vote for the May 16, 2024 Regular Town Council meeting.

# First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding a Major PUD Amendment for Lot 38-50-51RR, 568 Mountain Village Boulevard, Madeline Hotel & Residences, Pursuant to CDC Section 17.4.12 Quasi-Judicial (13)

Drew Nelson, JD Wise, and Molly Norton presented. Council discussion ensued. On a **MOTION** by Pete Duprey and seconded by Harvey Mogenson, Council voted 6-0 to approve on first reading an Ordinance regarding an amended Planned Unit Development, amending the Lease and Management Agreement, and the Development and Conveyance Agreement for Lot 38-50-51RR and Lot OS-1A-MVB and to set the second reading, public hearing, and final Council vote for the May 16, 2024 Regular Town Council meeting with the clarification to Section 15 that the indemnification applies to the tenant's employees.

## Consideration of an Amendment to the Intergovernmental Agreement for Cost-Sharing of the Planning and Gondola Project Development Phase of the Gondola Project Legislative (14)

Town Manager Paul Wisor presented. Council discussion ensued. On a **MOTION** by Harvey Mogenson and seconded by Tucker Magid, Council voted unanimously to approve the Intergovernmental Agreement for Cost-Sharing of the Planning and Gondola Project Development Phase of the Gondola Project.

### Consideration of a Memorandum of Understanding Regarding Funding of a Feasibility Study of a Meadows Gondola and Configuration of the Town Hall Subarea Legislative (15)

Paul Wisor presented an update. Council discussion ensued.

Council took a break from 4:33 to 4:45 p.m.

#### Consideration of Approval of a San Miguel Authority for Regional Transportation Intergovernmental Agreement (16)

Dave Averill presented. Council discussion ensued. On a **MOTION** by Scott Pearson and seconded by Huascar E. Gomez (Rick), Council voted unanimously to approve the San Miguel Authority for Regional Transportation Intergovernmental Agreement.

#### Council Boards and Commissions Updates: (17)

- 1. Telluride Tourism Board Gomez
- 2. Colorado Flights Alliance Gilbride
- 3. Transportation & Parking Duprey & Mogenson
- 4. Budget & Finance Committee Duprey, Pearson, & Mogenson
- 5. Gondola Committee Mogenson, Prohaska, & Pearson
- 6. Colorado Communities for Climate Action Pearson
- 7. San Miguel Authority for Regional Transportation (SMART) Magid, Mogenson, & Gomez
- 8. Telluride Historical Museum Prohaska
- 9. Collaborative Action for Immigrants (CAFI) Gomez
- 10. Mountain Village Business Development Advisory Committee (BDAC) Pearson & Duprey
- 11. Wastewater Committee Duprey & Magid
- 12. Housing Committee Duprey & Magid
- 13. Telluride Conference Center Committee Duprey & Magid
- 14. Miscellaneous Boards and Commissions
- 15. Mayor's Update

#### Public Comment on Non-Agenda Items (18)

There was no public comment.

#### Other Business (19)

There was no other business.

There being no further business, on a **MOTION** by Huascar E. Gomez (Rick) and seconded by Scott Pearson, Council voted unanimously to adjourn the meeting at 4:58 p.m.

Respectfully prepared, Respectfully submitted,

Kim Schooley Susan Johnston

Deputy Town Clerk Town Clerk

### Town of Mountain Village

**Date:** 5/7/2024

**To:** Town Council, Acting as the Liquor Licensing Authority (LLA)

From: Susan Johnston, Town Clerk

**RE:** Local Liquor Licensing Authority Matters for the May 16, 2024 Meeting

Consideration of an Application for a Special Event Liquor Permit by San Miguel Mentoring Partnering with the Telluride Food & Vine for a Special Event on June 14, 2024 from 9:00 to 2:00 PM

All required documentation and fees have been received. The packet has been reviewed by the Clerks and Police Department with no adverse findings. The required notice was posted 10 days prior to the public hearing with no comments filed.

**Staff recommendation:** Motion to approve the application by San Miguel Mentoring partnering with Telluride Food & Vine for an event on June 14, 2024 from 9:00 AM to 2:00 PM.



#### LIQUOR LICENSE COVER LETTER

#### **Event Description**

Don your Wimbledon whites and greens and prepare to elevate your game at TFV's Club Day. You'll sip and savor (and maybe even swing a racquet or a club!) at The Peaks Resort, taking in the views while enjoying a day of Club-themed tournaments. Whether you're watching or playing, taste a variety of Telluride's finest and a curated selection of wines at this event is a must-do for the weekend. (Please indicate if you'd like to form a team for the Pickle Ball tournament and if you'd like the chance to join a limited number of guests for nine holes at Telluride Golf Club. A member of the TFV team will reach out to coordinate. Additional expenses apply and gear purchase opportunities available.)

#### **Event Details**

• WHEN: Friday, June 14: 10:00am – 2:00pm MDT

• WHERE: The Telluride Racquet Club, 136 Country Club Dr, Telluride, CO 81435

• AGE: 21 years of age and older

DRESS CODE: Casual – Wimbledon whites and greens

FOOD & DRINK: Wine and Heavy Appetizers
 ENVIRONMENT: Outdoors – Rain or Shine



This application must be filed with Office of the Town Clerk, 455 Mountain Village Blvd., Mountain Village, Colorado 81435. Contact mvclerk@mtnvillage.org or 970-369-6429 with questions.

In order to qualify for a S	pecial Events	Permit, you r	nust be a no	nprofit and	one of the foll	owing:		
Social				Municipality Owning Arts Facilities				
☐ Fraternal				Religious Institution				
Patriotic				☐ Phila	nthropic Institu	tion		
☐ Political				Politi	ical Candidate			
☐ Athletic					rtered Branch, L anization/Societ		apter of a National	
Type of Special Event app	licant is appl	ying for:						
☐ Fermented Malt	Beverage (3.2	2%)   \$100/da	у	Beer, V	Vine & Liquor	\$100/day		
1. Name of Applicant Org	anization or I	Political Candi	idate	State Sale	es Tax Number (			
San M	liguel Men	toring	V. D.	y in Filhold	84-	1502625		
2. Mailing Address of Org	anization or I	Political Cand	idate	3. Addres	s of Place Speci	al Event to	be held	
	POB 1574			Telluride	e Racquet C	lub, 136	Country Club Dr	
4. President/Secretary of	Organization	or Political C	andidate					
Name	Da	te of Birth	Home A	ddress		Phone N	umber	
Tara Kelley	1	10/08/1965	100	W. Colorado Ave 970-728-0885				
5. Event Manager Name	Da	ate of Birth	Home A	ome Address Phone Number			umber	
J. Meehan Fe	e 0	7/03/1978	600	600 W. Colorado Ave 914-830-2238			4-830-2238	
6. Has applicant organiza	ion or politic	al candidate l	een issued a	special ev	ent liquor perm	nit this caler	ıdar year?	
☐ Yes		No H	f yes, how m	any days?		Market Street		
7. Are premises now licer	sed under sta	ate liquor or b	eer code?					
☐ Yes		No If	f yes, to who	m?				
8. Does the applicant hav	e possession	or written pe	rmission for	the use of	the premises to	be licensed	? (Attach to application)	
Yes		No	14-					
List Below the Exact Date	(s) for Which	Application Is	Being Made	For Permi	it			
Date(s) 06/14/24	to	06/14/24	Da	ite(s)		to		
Hours 9am	to	2pm	H	lours	trivits live	to	Selection I want	
Date(s)	to		Da	ite(s)		to		
Hours	to	Party in	H	lours		to		
REPORT A	ND APPROVA	AL OF TOWN O	OF MOUNTA	IN VILLAGE	LOCAL LICENSI	NG AUTHOR	RITY	
The foregoing application satisfactory, and we do re amended. THEREFORE, TI	oort that such	permit, if gra	anted, will co					
			To	wn Clerk		May 16,	2024	
SIGNATURE			TITLI			DATE		



# TOWN OF MOUNTAIN VILLAGE SPECIAL EVENT LIQUOR PERMIT APPLICATION APPLICATION INFORMATION AND CHECKLIST

### THE FOLLOWING SUPPORTING DOCUMENTS MUST BE ATTACHED TO THIS APPLICATION FOR A PERMIT TO BE ISSUED:

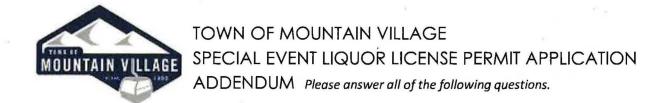
- Appropriate fee CHECK PAYABLE TO THE TOWN OF MOUNTAIN VILLAGE \$100/day
   Diagram of the area to be licensed (not larger than 8 ½" x 11" reflecting bar locations, walls, partitions, ingress, egress and dimensions
   Note: if the event is to be held outside, please submit evidence and photo of intended control, i.e., fencing, ropes, barriers, etc.

   Copy of deed, lease, or written permission of owner for use of the premises
   Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; or
   If not incorporated, a NONPROFIT charter; or
   If a political candidate, attach copies of reports and statements that were filed with the Secretary of State.
- Application must be submitted to the Town of Mountain Village at least thirty (30) days prior to the event.
- Cover letter explaining the event in detail

#### (12-48-102 C.R.S.)

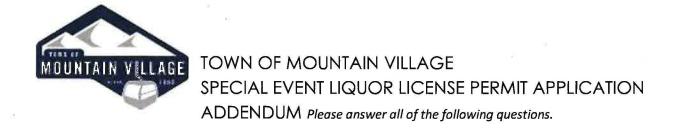
A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 46 and 47 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being nonprofit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the secretary of state pursuant to Article 45 of Title 1, C.R.S. a Special Event Permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

If an event is cancelled, the application fees and the day(s) are forfeited.



#### Describe the event and the target market.

Pickleball and golf themed cocktail party for festival attendees.
How many people are you expecting per day? 100
Will you be serving alcoholic beverages? Yes
Are alcoholic beverages included in the event price? Yes
Will alcohol be sold by the drink?
What type of alcoholic beverages are you planning on selling/serving?
osè based cocktails and wines
Will you be selling/serving food items? Yes
What type of food items will be sold or served?
neavy passed appetizers and food stations rising beyond the level of a meal (12 pieces per person)
Vill you be cooking food and if cooking food, will you use propane?
yes, and no.



Will you have amplified sound or live music inside or outside?	-
Will there be tents/awnings?	
Describe your security plans for this event.  physical Barriers, id checking, wristbands and on site security management	
physical barriers, id checking, whistbands and on site security management	s

#### Describe the type of training security personnel will have prior to the event.

A combination of hired professionals, and trained volunteers who will have a pre event security training with TFV team. Security standard operating procedures and policies for the festival will be adhered to.

How will you insure compliance with beer/liquor laws, such as: no service to minors or visibly intoxicated persons, no service outside of designated premises, no service before or after hours designated for the event, etc.

We will be id checking, placing over 21 wristbands, and attendee wristbands on guests. Serve Safe Bartenders will only begin pouring at designated times, and will not serve anyone based on appearance or at the discretion of the event manager should they appear intoxicated.

#### Describe or attach an emergency plan for the event.

Should an emergency occur, 911 will be called. Event team will evacuate area should that be necessary. If a medical emergency, depending on the emergency, staff will intervene with basic life skills until professional EMTs arrive.



# TOWN OF MOUNTAIN VILLAGE SPECIAL EVENT LIQUOR LICENSE PERMIT APPLICATION OATH OF APPLICANT Please initial each of the following statements.

			*			
I understand that as the promo criminally for alcohol violations under any tax liabilities generated by the alcohol	permit. I also undo	erstand that the n	profit and the server can be charge on-profit can be held responsible fo			
Development, etc.) at this event, eve concerns, I understand that other too have additional requirements resulting	n if it is deemed vn departments,	a private function as a result of circ	ulation of this city application, ma			
I understand that if this pern expenses incurred by the applicant.	nit is denied, the	Town of Mount	ain Village assumes no liability fo			
I understand that if during the or if there is a violation of any perm Mountain Village is not responsible frequirements of this permit may provid sponsor.	it condition, the or any expenses	event will be ter incurred by the	permit holder. Failure to meet th			
I understand that only non-prof apply for special event liquor permits, are filed at least 30 days before the event sales tax number from Colorado Depa from Colorado Secretary of State's of number from Mountain Village Finance	and they may on ent per state law rtment of Revenu fice, and iii) Tow	ly apply if the pe . In addition, non- e, ii) Certificate o	profits are required to have: i) stat f Good Standing for their non-profi			
I declare under penalty of perjutrue, correct and complete to the best responsibility of my agents and employed code and Regulations and all Town of I license.	of my knowledge. byees to comply v	I also acknowled with the provision	ns of the Colorado Liquor and Bee			
Tara Kelley		05/4/24				
Authorized Signature		Date				
Tara Kelley		05/4/24				
Print Name		Title				





### AGENDA ITEM 7 TOWN MANAGER

455 Mountain Village Blvd. Mountain Village, CO 81435 (970) 729-2654

**TO:** Mountain Village Town Council

FROM: Paul Wisor, Town Manager

**DATE:** May 9, 2024

**RE:** Department Updates

Executive Summary: Below is a summary of notable activity within each of the Town's departments. Please contact the Town Manager if this report raises any questions.

#### **Public Works**

#### Road & Bridge

Spring road work has begun: street sweeping, crack sealing around the Village, drainage maintenance and preparations for asphalt overlays. New guardrail will be installed on San Joaquin Blvd as well as replacement of the damaged sections and an extension to the Mountain Village Blvd "S" turn. Spring winds have also kept the crew busy cutting fresh blowdowns around Town.

#### Water

Water production continues through the off-season. Neptune meter upgrade installations throughout the Mountain Village are continuing with hopes of completion by the end of June (currently about  $\frac{1}{2}$  of all meters have been installed).

#### Plaza Services

Off-season swap to Spring/Summer has begun. Fireplaces will be removed and replaced by flower beds in the Core, irrigation repairs and upgrades are being installed and readied for startup, flower bed maintenance has begun, and plaza paver work is underway.

#### Facility Maintenance

General maintenance and spring preparations. The snowmelt systems have been turned off, turned on, and will be turned off for the season (hopefully). VCA continues to turn units and new units are being brought on board in the new East Building.

#### Vehicle Maintenance

Winter maintenance plow has been transitioned into a summer dump truck, winter tires have been swapped for summer tires and summer equipment is being serviced and brought online. Mechanic staff are attending the annual SAVMI conference for training during the week of the 13th. Old parking meters at all Village parking areas have been removed and Gondola Parking Garage drainage repair project is underway.

#### Parks and Rec/Parking/Gondola

Please see the packet materials for updates on parking and trails.

The Gondola is currently down for off season maintenance.

#### **Munchkins**

Mountain Munchkins is continuing to prepare for the ITERs/ECERs rating which will hopefully take place sometime in August. There have been staffing changes but two new full-time year-round employees have accepted offers and will start over the next few weeks bringing us closer to fully staffed. With much help from Lauren Kirn, Munchkins was able to submit to the Temple Buell grant on May 1, awarded funds will go towards our scholarship program and continuing education for staff. Munchkins was also awarded \$7500 from the state to go towards operation costs and \$2500 for participating in the Universal Preschool Program.

#### **Community Development**

#### Planning

With the resignation of our Planning Tech, we have had to re-allocate duties among planning staff to accommodate. Spring comes the start of the building season, so previously approved design reviews moving towards building permit often have miscellaneous planning issues to be cleared up with planning prior to being issued a planning permit. Development review for mostly single-family homes continues per usual. We are partially through a series of CDC amendments to address various topics, so anticipate seeing those headed to council for review and adoption throughout the summer. Staff are doing some cross-training with the Town Forrester to be able to administer basic tree permitting. TMVOA has opted not to fund the defensive space initiative program this year, so the program will be a bit limited in scope, being implemented only until the Town budget is spent. The Four Seasons project is working through requirements prior to building permit and also planning to do some infrastructure work within the road right of way this Spring.

#### Building

Within the building department, our Inspector 1 attended drone flight school in anticipation of testing for full licensure in early summer. We hope to be able to use drone technology for complicated inspection scenarios with difficult access such as roofing. Re-roofs taking advantage of the cedar shake initiative, are well utilized, and TMVOA has committed \$75,000 (50% match by the Town) to this program. Inspections and plan review are picking up. The Lot 30 building permit plans are out to our third-party agent Shums Coda for review, so we anticipate that permit being issued this summer.

GIS continues with re-addressing efforts. Boulders, Coyote Court and Prospect Plaza are all coming to completion and staff will be verifying that the physical addresses have been changed in late May, early June. We are preparing to roll out Phase 2, which will start with a community meeting for those affected before notice is sent. Because ballots can't be forwarded, we will wait until after the June election to start the next phase.

#### Forestry

Forestry is in full swing, with the seasonal crew all on-board. The focus of early season is getting staff trained in safety and procedures before getting them in the field. Draft of an agreement between the Town and Telski to work on Telski property regarding a community-wide fuel break is underway and we anticipate getting this agreement in place soon. Telski would also be crucial in allowing us easier access to forest around VCA for d-space work as well. We understand they are amenable to this access as well A regional partnership between the Town, the USFS, Trout Unlimited and Town of Telluride is working through the details of a joint project that would provide better habitat for fish in the San Miguel River by utilizing trees and slash removed for our community wide fuel break.

#### **Clerks**

The Clerk's Department is training and implementing the Voter Magic voter database. We have been tasked with obtaining a bid for the remodel of the Town Hall front entrance to include two additional offices and a secure reception area. Additionally, we are furnishing an interior office with cubicles for two flex offices. We continue to work through document accessibility conversions and update PaperVision documents.

#### **Human Resources**

Learning & Development Training: Our commitment to Learning & Development training continues with April's training titled: "Buh-Bye Blame: Asking High Level Q's for Honest Answers" and May's training titled "Money is Everything... or is it – Compensation Upgrades at TMV."

Our training logistic strategy continues with a one-hour all staff training (101) and then a one-hour supervisor deeper dive training (201). As a reminder, these are being conducted on-site by our consultant with Marble Peak Consulting. HR's strategic goals surrounding Learning & Development training will continue to enhance organizational growth, foster a culture of skill enhancement and improving employee engagement and retention, to point out a few factors.

Performance Reviews aka "Success & Development Collaborative Plan": our first quarterly check-ins happened in April. These check-ins are part of a more interactive process of conducting a performance review in comparison to years past consisting of one end-of-year review.

A check-in is between a manager and employee with the manager asking the employee the following 4 questions: 1) What's Going Well? 2) How are established goals progressing? 3) How are established projects progressing? 4) How is your individual goal progressing? All of this is recorded within our new NeoGov software.

We are committed to more open communication, constructive feedback and personal and professional growth in this new style of evaluations. The new format is designed to align individual performance and development with the overarching goals of the departments, the strategic objectives of the Town and the mission, vision, and values established. We will still have an overall end-of-year review in November with the check-ins being used. Our Performance Elements are weighted and scored at this time.

The Director's held their second annual Retreat on May 9th, in which 2025 strategic and departmental goals were discussed.

Our team attended training in April! Ashley, our HR Generalist and Jodi, our Police and Court Clerk, attended the CIRSA Incident and Injury Prevention held in Montrose while Lindsay, our HR Benefits Coordinator, attended the Employee Benefits Manager Certification training and passed the certification exam! Jaime, HR Director, was invited to participate as a panelist hosted by NeoGov titled "Overcoming HRIS Hurdles: Lessons from City of Annapolis and Town of Mountain Village." Yay team!

#### Police Police

#### April 2024

Police Officers Memorial Day is May 15th. 118 officers killed in 2023 are being added to the National Law Enforcement Officers Memorial this spring, including Cortez Sgt Michael Moran who was killed in the line of duty on December 6th.

All Officers continue to be busy for the "shoulder season" with calls for service and follow up while continuing proactive foot patrols, security checks and business checks.

Officers continue to engage in training to enhance their skills and knowledge in different areas of law enforcement and community service.

#### Law Enforcement Updates:

Sexual Exploitation of a Child: An investigation led to the arrest of an individual on 8 felony charges. The investigation is ongoing.

Assault: Driver was assaulted while dropping off passengers from the SMART bus in the meadows. The suspect was identified from video footage, arrested, and charged with felony assault (person at risk).

Disturbance at Madeline: An individual under the influence of alcohol and possibly narcotics was causing a disturbance at Madeline, pushing staff and guests, and engaging in disruptive behavior. Police intervened to address the situation.

False Reporting: A report of a car hitting a person was found to be false; instead, the person had hit the car.

Trespassing: Incidents of trespassing were reported at a local lodge pool.

Criminal Mischief: Charges against an individual for kicking out a Gondola cabin window, resulting in misdemeanor criminal mischief.

Harassment: A guest at Hotel Madeline grabbed a housekeeper and attempted to pull her into his room. An investigation is in progress.

Total Incidents: 349

#### Commendation:

Tyler received commendation from Lindsay at CBI for his professionalism and courteousness in dealing with a new form for blood/urine tests. Lindsay appreciated Tyler's attention to detail and proactive approach, noting his exceptional service.

#### Training Updates:

Jason and Hector attended a 3-day SW Parking Conference.

Matt, Mark, Peter, Jose, and Jodi participated in an 8-hour training session on interacting with people with disabilities.

Jodi received training in Incident and Injury Prevention from CIRSA.

Matt, Mark, Peter, Jose, and Jodi underwent an 8-hour Crime Scene Processing training.

Matt, Peter, Adam, and Jeff participated in a 6-hour Firearms Training session.

Jodi and Dennis attended a 3-day Colorado Municipal Judge Conference.

Peter received 16 hours of training in Advanced Roadside Impaired Driving Enforcement (A.R.I.D.E.).

Adam participated in a 5-day Human Trafficking Summit.

#### March 2024

The month of March was another busy month with several significant incidents, all of which were handled with professionalism and dedication by our staff. We were able to bring back Coffee with a Cop and continue attending training.

#### Law Enforcement Highlights:

Officers responded to a disorderly conduct incident in the village core where an individual was yelling at people. The situation escalated, but officers Tyler, Matt, and Erika were able to verbally de-escalate and peacefully resolve the issue. The person was arrested and transported to SMSO jail.

Two significant traffic crashes occurred this month, one involving an intoxicated driver who continued driving after the crash and was subsequently arrested for DUI. Another three-car crash caused traffic delays on Mountain Village Blvd. but resulted in only minor injuries.

A person was arrested for making threats to stab people in the core, resulting in felony charges. Shortly after that arrest, officers responded to an intoxicated individual on Chondola who wanted to fight but was safely de-escalated and later arrested for possession of cocaine and disorderly conduct.

Officers responded to a report of a person making self-harm threats over the phone and then stopped communicating, officers were able to make contact with the individual who had fallen asleep and was unharmed.

Multiple domestic violence incidents were reported throughout the month, including verbal altercations and a case involving significant property damage to a local business. Arrests were made in some instances, while others resulted in no charges.

These incidents highlight the need for two officer response on these calls. Both for the safety of the officers, the community and the suspects. For the incident at the Chondola, one officer was still at the jail completing the booking process, but an off-duty officer was at the office finishing paperwork and responded to assist on the second call.

#### Community Engagement:

Coffee with a Cop event held on March 27th and saw a good turnout of citizens, council members, and town staff. A BIG thank you to Telluride Coffee Company for hosting the event.

#### Training:

Radar Operator Certification: A CSP trooper provided six hours of radar operation training for regional agencies, enhancing our officers' skills in traffic enforcement.

Officer Martin attended a 20-hour I-9000 EBAT instructor training program, this allows him to assist in maintaining the intoxilyzers in the areas well as instruction on operation to other staff.

Sgt. Moir participated in a three-day NTOA Rescue Task Force instructor training alongside TMO and TFPD personnel, expanding her knowledge in tactical response.

Several members of our team, including Jim S., Scott P., Kathrine W, and myself, attended a large tabletop exercise for Critical Infrastructure Failure training in Montrose, including one scenario of a potential cyber-attack. The other scenario was the long-term loss of power and natural gas to the region, preparing us to effectively respond to critical incidents.

Officer Horn provided assistance to SMSO with DT (Defensive Tactics) training, reinforcing our commitment to collaboration with our regional partners.

Thank you for your continuing support.

A group of people standing around a table with drinks:



#### **Economic Development and Sustainability**

The Economic Development team has been holding business check-in meetings with our Mountain Village business community. These meetings have been a great opportunity to share information and have an open dialogue around current Town initiatives, and to understand challenges facing our businesses and where the Town may be able to provide support. Additionally, work has focused on summer activities and events, including Market on the Plaza, which has seen a healthy number of vendor applications. Initial vendor selection is complete, and the Market is on track to again provide a great variety of arts, goods, and fresh produce every Wednesday during the summer season. Additionally, staff is working with Brandon Berkel and the gondola team on the installation of Brandon's piece "Only We Know What Could Have Been" which was approved by the Public Art Commission for installation in the Oak Street gondola station.

Sustainability efforts continue and staff have begun work on updating the 2019 greenhouse gas emissions inventory in tandem with establishing an updated scope of work with our consultant, Cascadia Consulting, for updates to the 2020 Climate Action Plan. Preparations are also underway for a springtime launch of our many incentive programs, including the Solar Incentive Program, the Building Energy Incentive Program, and the Smart Irrigation Incentive Program.

Grant work continues and in addition to administering reporting and reimbursements from awarded grants, staff is working with internal departments to identify grants that are in line with the Town's planning and capital projects and strategize around funding opportunities. Town has also been working with Public Works, Parks & Rec, and the Forestry Department to apply for rebates from local utilities for a range of items and equipment including EV charging stations, the Town's new Ford F150 Lightning, and electric outdoor power equipment.

In addition to standard communications, the Communications Department has been focusing on spreading the word around many of our housing initiatives including the next tier of the Meadowlark lottery process and the upcoming move-in for the VCA Phase IV East Building. Additionally, work is nearing completion on the Town's 2023 Annual Report which will highlight all the Town's great accomplishments in 2023.

#### ΙT

Information Technology has been taking advantage of this off-season performing firmware updates on equipment. In addition, IT has been working with staff migrating more systems into the cloud creating better redundant accessibility. IT completed its second cyber security audit of this year. Several cyber hygiene projects have been completed. Penetration testing has been performed with no alarming discoveries. The full report is due in the upcoming weeks. IT also partnered with a security provider who now performs weekly vulnerability scans. Both projects were recommended by IT and supported by the cybersecurity auditors. As the CTO, I have been learning more about operational technology and the potential efficiency surrounding it.

#### Finance

The Finance team continues to work on the 2023 audit as well as refine implementation of Neogov. The Finance team also continues to assist in the transition of VCA as well as support the Town Manager's office in the near final construction of VCA and Meadowlark.

#### **Town Manager**

#### Housing

Biennial compliance is almost complete. There are two remaining individuals who did not respond to our communications, and we will either garner voluntary compliance or send penalty letters.

#### Meadowlark

Modules were set in mid-April. 26 of the 29 units are under contract. We have extended the deadline for those that work within the R-1 school district to the end of May. If the units are still available after that date, we will schedule tier 6 to open the units to Mountain Village businesses.

#### **VCA**

East Building. We have been filling the units by utilizing the existing public wait list and VCA transfer wait list.

West Building. We held an open house for businesses for the master lease program with about 14 interested businesses who attended or expressed interest. We have extended the application deadline to May 29 and the business master lease selection date to June 5 to stagger these dates closer to when businesses have resumed operations.

#### llium

Bechtoldt engineering has begun the level 3 traffic study of the Ilium intersection that will better inform impacts and improvements that will be required with a development application in the future.

#### Regional Wastewater Treatment Plant

Finn, Scott and Michelle met at the WWTP to discuss the short-term fix design and engineering scope and timeline. The anticipated timeline is to keep the plant operational for 5-7 years while figuring out the next step of an upgraded plant. We have ongoing meetings scheduled to discuss the WWTP upgrades, I & I and FOG compliance programs. We will request additional ongoing data sharing so we can better track on how our compliance plans are positively impacting the WWTP volumes, I & I, BOD (organics) and plant operations.

#### Gondola

The Manager's Group, Sub Committee, and Leadership Team continue to make good progress on the gondola. The Leadership Team agreed on a proposed funding mix, and the Manager's Group is working with the law firm Butler Snow to craft ballot language around that funding mix, which ballot question will be considered by the voters in November. Once the ballot language is finalized, a second poll will be conducted. This poll will not only test the ballot language and help refine it, but hopefully confirm some of the general results of the first poll. Finally, the General Assembly passed SB-32, which included an amendment providing SMART and other regional transportation authorities with the ability to increase lodging tax revenues, subject to voter approval. This legislation was critical to assuring SMART could legally seek the full funding mix approved by the Leadership Committee.





#### **Business and Government Activity Report**

For the month ending: April 30th

		2024			2023		YTD or M	TD Variance
	MONTH	Monthly	V/DD	MONTH	Monthly	L/TED	*7 *	
Activity Village Court Apartments	MONTH	Change	YTD	MONTH	Change	YTD	Variance	Variance %
	98.6%			e annual inspec	-0.45%	99.32%	1.500/	1 60/
		1.82%	97.73%	99.55%	<del> </del>	<del> </del>	-1.59%	-1.6%
# Vacated Units	6	3	12	3	1	10	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	20.0%
# Work Orders Completed	241	216	308	10	(4)	65	243	373.8%
# on Waiting List Public Works	156	(4)	nes uneveilable	157 at time of publ	(22)	1	(1)	-0.6%
Service Calls	847	240	2,528	492	57	1,793	735	41.0%
Truck Rolls	199	94	446	108	83	374	72	19.3%
	0	(62)	164	26	(34)	155	9	5.8%
Snow Fall Inches Water Billed Consumption Gal.	6,519,000	(2,726,000)	73,798,000	5,268,000	(5,627,000)	78,619,000	(4,821,000)	-6.1%
Sewage Treatment Gal.	7,322,000	(3,025,000)	36,186,000	8,850,000	(1,246,000)	39,771,000	(3,585,000)	-9.0%
Sewage Treatment Gai.				ant and offerin		, ,	,	
Child Development Fund		_	•	ill change some		5 a week vs. 4	in September,	therefore th
# Infants Actual Occupancy	6.23	(0.00)		4.25	0.19	i	1.98	46.6%
# Toddlers Actual Occupancy	9.97	(0.00)	<u> </u>	7.13	(3.02)	<del> </del>	2.84	39.7%
# Preschoolers Actual Occupancy	14.34	0.00	<del></del>	16.00	0.00	İ	(1.66)	-10.4%
1 7			commuter and i	residential pern		ffect 12/23. Bus	, ,	
Transportation and Parking		to gondola shu		•	,			
GPG Parking Utilization (% of total # of spaces occupied)	24.4%	-54.40%	62.1%	18.60%	-63.30%	65.3%	-3.2%	-4.9%
HPG Parking Utilization (% of total # of spaces occupied)	18.9%	-34.80%	44.9%	23.10%	-67.50%	70.9%	-26.0%	-36.7%
Parking Utilization (% of total # of spaces occupied)	25.1%	-40.70%	53.8%	21.20%	-54.10%	60.9%	-7.1%	-11.7%
Bus Routes # of Passengers	0	0	0	0	(160)	881	(881)	-100.0%
Paid Parking Revenues	\$23,800	(\$97,978)	\$393,270	\$8,480	(\$48,170)	\$182,066	\$211,204	116.0%
-	Seasonal EE's:	Gondola Ops	New Hires:	1 Parks & Rec	Mtn Tech II. 1	Rental Properti	es Coordinator.	1 Streets
	Operator, 1 Se	asonal Forestry	Crew Leader	Terms: 19 Sea	sonal Gondola	Operator I, 2 So	easonal Gondol	a Attendants,
ı D	1 PT Childcar	e Assistant, 1 Pl	anning Tech,	Reason for Ter	ms: end of seas	on, moved out o	f the area, and	termination
Human Resources	0.5	1 (4)			1 .			4.407
FT Year Round Head Count	95	(1)	ļ	94	3	<u> </u>	11	1.1%
Seasonal Head Count (FT & PT)	0	(4)	<u> </u>	0	(1)	<u> </u>	0	NA
Gondola FT YR, Seasonal, PT YR Head Count	30	(21)	<del></del>	29	(21)	<u> </u>	1	3.4%
Total Employees	125	(26)		121	(29)		4	3.3%
Gondola Overtime Paid Hours	125	(245)	1,107	219	(255)	1,248	(141)	-11.3%
Other Employee Overtime Paid	110	(60)	563	57	(5)	272	291	107.0%
# New Hires Total New Hires	4	2	13	2	1	13	0	0.0%
# Terminations	23	21	34	21	17	28	6	21.4%
Communications & Business Development								
Town Hosted Meetings	5	(1)	25	5	(3)	26	(1)	-3.8%
Email Correspondence Sent	18	3	65	8	(9)	57	8	14.0%
E-mail List #	8,484	45		8,360	5		124	1.5%
Ready-Op Subscribers	2,199	(4)		2,128	(2)		71	3.3%
News Articles	18	1	69	15	(8)	68	1	1.5%
Press Releases Sent	4	2	9	2	(2)	11	(2)	-18.2%
Gondola and RETA								
Gondola # of Passengers	53,888	(336,783)	114,697	18,952	(364,162)	1,111,343	(996,646)	-89.7%
Chondola # of Passengers	5,966	(30,186)	112,933	2,159	(32,846)	103,749	9,184	8.9%
RETA fees collected by TMVOA	\$ 833,775	+	<del></del>	\$ 1,958,910	<del></del>		(\$454,227)	-11.0%
	•							
Police								
Calls for Service #	306	(241)	1,962	343	(212)	1,654	308	18.6%
Investigations #	13	(17)	84	7	(15)	68	16	23.5%
Alarms #	19	10	54	27	18	62	(8)	-12.9%
		<del> </del>	<del></del>	<b></b>	<del> </del>	<del> </del>		†
Arrests #	1	(6)	11	1	(3)	13	(2)	-15.4%
Summons #	4	1	11	0	(3)	9	2	22.2%
Traffic Contacts #	5	(4)	42	9	(14)	77	(35)	-45.5%
Traffic Tickets Written #	0	(4)	7	0	(3)	8	(1)	-12.5%
Parking Tickets Written #	160	(509)	1,947	11 76	(776)	2.016	(60)	-3.4%
Administrative Dismissals #	13	(69)	243	76 5	(776)	2,016	(69)	1769.2%



#### **Business and Government Activity Report**

For the month ending: April 30th 2024

					2024		2023			YTD or MTD Variance		
				MONTH	Monthly	T. WED	MONTH	Monthly	L/TD	*7 •	T/ 1 0/	
Activity			MONTH	Change	YTD	MONTH	Change	YTD	Variance	Variance %		
Building/Planning	g				_	Telluride per	mits are no longer		untain Village			
Community De	velopment Reve	nues		\$92,492	(\$458,253)	\$978,300	\$281,067	\$238,932	\$363,426	\$614,874	169.2%	
# Permits Issue	d			19	7	62	37	9	123	(61)	-49.6%	
Valuation of M	tn Village Remo	del/New/Addit	tions Permits	\$2,663,173	(\$10,030,010)	\$59,989,253	\$12,051,899	\$5,200,722	\$19,494,676	\$40,494,577	207.7%	
Valuation Mtn	Village Electric/l	Plumbing/Othe	er Permits	\$103,000	(\$19,370)	\$328,946	\$322,225	(\$472,184)	\$1,558,634	(\$1,229,688)	-78.9%	
# Inspections C	ompleted			153	(65)	708	340	18	1,236	(528)	-42.7%	
# Design Revie	w/Zoning Agend	la Items		9	(1)	51	4	(16)	52	(1)	-1.9%	
# Staff Review	Approvals			65	18	173	28	(10)	89	84	94.4%	
Valuation Tellu	ride Electric/Plu	mbing Permits	S	na	NA	na	\$322,179	(\$419,028)	\$1,830,877	NA	NA	
Vehicle Maintena	nce											
# Preventive M	aintenance Perfo	rmed		13	(7)	51	19	3	72	(21)	-29.2%	
# Repairs Comp	oleted			32	1	87	12	(16)	84	3	3.6%	
Special Projects	S			1	(1)	7	0	(1)	4	3	75.0%	
# Roadside Ass	ists			0	0	0	0	0	2	(2)	-100.0%	
Finance				2024 bills process	ed will be much lowe	er than prior year b	ecause of the Broad	band sale in Augus	t 2023.			
# Other Busines	ss Licenses Issue	ed		56	23	1,235	26	1	1,071	164	15.3%	
# Privately Lice	nsed Rentals			0	(2)	93	2	0	115	(22)	-19.1%	
# Property Man	agement License	ed Rentals		3	3	535	4	(1)	500	35	7.0%	
# Unique Prope	erty Advertiseme	nts Listings for	r MV	685	0		627	5		58	9.3%	
% of Paperless	Billing Custome	rs		59.28%	-0.52%		64.15%	-1.08%		-4.9%	-7.6%	
# of TMV AR I	Bills Processed			1,105	13	4,396	2,298	0	9,245	(4849)	-52.4%	
		Acc	counts Receiva	ble					Other Stats			
	TMV Operation											
	(includes Gon	_	Tizilizi X	Water/Sewer	VCA VIII C							
Current	and chi \$1,033,869	90.8%	323,860	94.4%	\$9,865	69.3%	1					
			-	<del> </del>		+	1					
30+ Days	2,548	0.2%	10,806	3.2%	3,048	21.4%	-					
60+ Days	14,068	1.2%	5,817	1.7%	262	1.8%	-					
90+ Days	26,636	2.3%	767	0.2%	1,065	7.5%	4	Population (estir	· ·	1,434		
over 120 days	61,081	5.4%	1,655	0.5%		0.0%		(Active) Register		695		
Total	\$ 1,138,202	100.0%	\$ 342,905	100.0%	\$ 14,240	100.0%	4	Assessed Proper	ty Valuation	430,319,955		
	Constructi	Construction Parking		All AR		Change Since Last Month - Increase (Decrease) in AR						
Current	\$3,435	80.7%	\$ 1,371,029	91.4%	\$65,267	-108.4%						
30+ Days	662	15.6%	17,064	1.1%	(35,391)	58.8%	1					
60+ Days	159	3.7%	20,306	1.4%	(113,248)	188.1%	1					
90+ Days		0.0%	28,468	1.9%	16,518	-27.4%	]					
over 120 days	-	0.0%	62,736	4.2%	6,655	-11.1%	]					
Total	\$4,256	100.0%	\$ 1,499,603	100.0%	\$ (60,200)	100.0%						





455 Mountain Village Blvd. Mountain Village, CO 81435 (970) 729-2654

TO: Mountain Village Town Council

FROM: Lizbeth Lemley, Finance Director

DATE: May 16, 2024

RE: Participation in CSLIP, Centennial State Liquid Investment Pool

#### **Executive Summary**

Staff requests council consider participation in CSLIP, Centennial State Liquid Investment Pool, a newly formed local government investment pool. Local government investment pools are bound by state statute defining acceptable investments for governments in Colorado. Local government investment pools are a beneficial investment tool for local governments as funds invested remain highly liquid and rates exceed those earned in traditional money market accounts. The Town has been a member of Colotrust, another local government investment pool for over 20 years and is a member of CSAFE. Each pool offers a few different products with varying weighted average maturities and yields corresponding to the different maturities. Staff would like the flexibility of participating in an additional pool for the ability to diversify investments and transfer between accounts to maximize investment earnings in the current interest rate environment.

#### **Recommended Motion**

I make a motion to approve the Resolution presented to participate in the Centennial State Liquid Investment Pool, CSLIP.

## A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO AUTHORIZING THE TOWN TO JOIN THE CENTENNIAL STATE LIQUID INVESTMENT POOL

#### **RESOLUTION NO. 2024-**

WHEREAS, the Town of Mountain Village ("Participant") desires to join with other Local Governments to pool funds for investment; and

WHEREAS, pursuant to Article 24, Part 7, (C.R.S.), it is lawful for any Local Government to pool any moneys in its treasury, which are not immediately required to be disbursed, with the same such moneys in the treasury of any other Local Government in order to take advantage of short-term investments and maximize net interest earnings; and

WHEREAS, the Centennial State Liquid Investment Pool is a statutory trust formed under the laws of the State of Colorado in accordance with the provisions of Parts 6 and 7, Article 24 and Articles 10.5 and 47 of Title 11 of the Colorado Revised Statutes regarding the investing, pooling for investment and protection of public funds;

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

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

Section 2. Authorization. The Town Council hereby approves and adopts, and thereby joins as a Participant with other Local Governments pursuant to Title 24, Article 75, Part 7 of the Colorado Revised Statutes, (i) that certain Uniform Resolution Relating to the Establishment of the Centennial State Liquid Investment Pool; and (ii) that certain Indenture of Trust entitled the Centennial State Liquid Investment Pool as amended from time to time, the terms of which are incorporated herein by this reference and a copy of which shall be filed with the minutes of the meeting at which this Resolution was adopted

All exhibits to this Resolution are available for inspection at the Town Clerk's Office.

Section 3. Effective Date. This Resolution shall be in full force and effect upon its passage and adoption.

ADOPTED AND APPROVED by the Town of Mountain Village Town Council at a regular public meeting held on May 16, 2024.

TOWN OF MOUNTAIN VILLAGE, COLORADO

By: _		
	Martinique Prohaska, Mayor	

ATTEST:
Susan Johnston, Town Clerk
APPROVED AS TO FORM:
David McConaughy, Town Attorney

#### Exhibit A

#### INDENTURE OF TRUST



## INDENTURE OF TRUST

May 7th, 2024

Centennial State Liquid Investment Pool 1801 Broadway Suite 434 Denver, Colorado 80202 Phone (303) 900-3023

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#### INDENTURE OF TRUST

#### **Centennial State Liquid Investment Pool**

#### WITNESSETH:

WHEREAS, capitalized terms used and not otherwise defined in the recitals below or elsewhere herein shall have the respective meanings ascribed to such terms in Section 1 hereof; and

WHEREAS, the provisions of Title 24, Article 75, Part 7 of the Colorado Revised Statutes entitled "Investment Funds – Local Government Pooling" (the "Investment Pooling Act") enable any city, county, city and county, town, school district or special district, or any other political subdivision of the State of Colorado, or any department, agency, or instrumentality thereof, or any public institution of higher learning, or any political or public corporation of the State of Colorado (a "Local Government") to pool any moneys in the treasury of such Local Government which are not immediately required to be disbursed, with the same such moneys in the treasury of any other Local Government in order to take advantage of short-term investments seeking to maximize net interest earnings; and,

WHEREAS, the Local Governments that have now or hereafter executed this Indenture of Trust are referred to as "Participants" herein; and

WHEREAS, it is the intent of the initial Local Governments signatory hereto (such Local Governments, the "Signatory Local Governments") to create a local government investment pool, known as the Centennial State Liquid Investment Pool (the "Trust") pursuant to the Investment Pooling Act, and that this Indenture of Trust (the "Indenture") shall serve as the agreement for such purpose; and,

WHEREAS, the treasurers or chief financial officials empowered to invest local funds of the Signatory Local Governments (the "Treasurer(s)") have cooperated in drafting a uniform resolution to be adopted by a majority vote of the governing body of each Signatory Local Government; and

WHEREAS, it is the intent and purpose of this Indenture to provide for the investment and deposit of pooled funds in only those legal investments for Local Governments in accordance with Title 24, Article 75, Part 6 of the Colorado Revised Statutes (the "Legal Investments Act") and Title 11, Articles 10.5 and 47 of the Colorado Revised Statutes entitled the Public Deposits Protection Act (the "PDPA"); and,

WHEREAS, by resolutions duly adopted, the Signatory Local Governments hereby establish the Trust as a local government investment pool pursuant to this Indenture, which action serves a governmental purpose for said Local Governments and is therefore in the best interests of said Local Governments, their officials, officers, and citizens in that such a program will offer professionally managed portfolios to meet investment needs, will result in economies of scale that will create greater purchasing power(s), and will thereby lower the costs traditionally associated with the investment of the assets of said Local Governments; and,

WHEREAS, each of the Signatory Local Governments has or will duly undertake all official actions necessary and appropriate to become a party to this Indenture for the purpose of establishing the Trust, and to perform hereunder, including, without limitation and to the extent necessary, the enactment of any resolutions or the undertaking of other actions required pursuant to the Investment Pooling Act or other applicable law and regulations; and,

WHEREAS, The Trust will be supervised by a Board of Trustees (the "Board") composed of members that are selected from among the Treasurers of the Participants and such other independent and unaffiliated Trustees named by such members as further provided for herein; and

WHEREAS, it is proposed that the beneficial interest in the assets of the trust fund created pursuant to the provisions of this Indenture shall be divided into non-transferable Shares of beneficial interest, which shall be evidenced by a share register maintained by the Trustees or their agent, or by the Administrator(s); and,

WHEREAS, the Signatory Local Governments anticipate that other Local Governments may wish to become Participants by adopting this Indenture and becoming a party hereto;

NOW, THEREFORE, the recitals set forth above are adopted and incorporated into this Indenture of Trust. In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, now and hereafter added pursuant to the provisions herein, mutually undertake, promise and agree for themselves, their respective representatives, successors and assigns that all monies, assets, securities, funds and property now or hereafter acquired by the Trustees, their successors and assigns under this Indenture shall be held and managed in trust for the equal and proportionate benefit of the holders of record from time to time of Shares of beneficial interest herein, without privilege, priority or distinction among such holders, and subject to the terms, covenants, conditions, purposes and provisions hereof as follows:

#### **ARTICLE I – DEFINITIONS**

For purposes of this Indenture, the following terms shall have the meanings set forth:

"Administrator(s)" means the Trust Administrator(s) appointed by the Trustees pursuant to Section 4.1 hereof and as constituted from time to time by agreement with the Trustees which has, or has been delegated, the responsibility for administering the Trust or any aspects of it.

"Adviser" means the Investment Adviser appointed by the Trustees pursuant to Section 4.1 hereof and constituted from time to time by agreement with the Trustees which has, or has been delegated, the responsibility to effect purchases, sales, or exchanges of Trust property on behalf of the Trustees and to provide advice to the Trustees regarding the investment of Trust assets.

"Affiliate" means with respect to a person another person directly or indirectly controlled, controlled by or under the common control with such person, or any officer, director, partner or employees of such person.

"Code" means the Internal Revenue Code and any regulations promulgated pursuant thereto. "Custodian" means a qualified financial institution selected by the Trustees pursuant to a Custodian Agreement for the purpose of receiving and holding Trust assets.

"Custodian Agreement" means the agreement between the Trustees on behalf of the Trust and Custodian.

"Designee" shall mean the individual designated as such by a Participant in writing. Such Designee shall be the legal representative to act on behalf of each Participant. Each Participant may designate Alternate Designees.

"Eligible Public Depository" means an eligible public depository as defined in the PDPA.

"Indenture" means this Indenture of Trust, as it may be amended from time to time.

"Investment Advisory Agreement" means the agreement entered into between the Adviser and the Trust for the provision of investment advisory services by the Adviser to the Trust.

"Investment Pooling Act" means Title 24, Article 75, Part 7 of the Colorado Revised Statutes, as amended, and as may be further amended from time to time.

"Legal Investments Act" means Title 24, Article 75, Part 6 of the Colorado Revised Statutes, as amended, and as may be further amended from time to time.

"Participant" means a Local Governments which adopts a Resolution to join and execute this Indenture.

"PDPA" means Articles 10.5 and 47 of Title 11 of the Colorado Revised Statutes, as amended, and as may be further amended from time to time.

"Permitted Investments" means those investments in Part 6, Article 75, Title 24 of the Colorado Revised Statutes, as amended, and as may be further amended from time to time.

"Rules" means Rules of the Colorado Securities Act, Chapter 9 Local Government Investment Pool Trust Funds.

"Shares" shall have the meaning ascribed to such term in Section 7.1 hereof.

"Signatory Local Government" means a Local Government which has agreed to be a signatory to this Indenture for the purpose of creating a statutory trust as authorized by the Investment Pooling Act.

"Trust" means the trust created by this Indenture.

"Trust Property" means any and all property, real, personal or otherwise, tangible or intangible, which is transferred, conveyed or paid to the Trust and all income, profits and gains therefrom and which, at such time, is owned or held by, for the account of the Trust.

"Trustee(s)" means any member(s) of the Board.

"Voting Participant" means a Participant of record holding Share(s) in the Trust.

#### ARTICLE II – CREATION OF TRUST

**Creation of Trust.** By these present, a Colorado statutory trust is hereby established by this Indenture. The Trust shall be called the "Centennial State Liquid Investment Pool." The Trustees may use acronyms to refer to the Trust, including "CSLIP," as the Trustees deem proper. So far as may be practicable, the Trustees shall conduct the Trust's activities, execute all documents and sue or be sued under that name or designation, which name or designation (and the word "Trust") wherever used in this Indenture, except where the context otherwise requires, shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents, employees, counsel, advisers, consultants, or accountants of the Trustee, nor shall such term refer to the Signatory Local Governments or Participants. Should the Trustees determine that the use of such name or designation is not practicable, legal or convenient, they may use such other designation or they may adopt such other name for the Trust as they deem proper, and the Trust may hold property and conduct its activities under such designation or name. The Trustees shall take such action as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such name or designation in accordance with the laws of the State of Colorado or the United States of America so as to protect and reserve the right of the Trust in and to such name or designation.

#### 2.2 Contributions to the Trust.

- (a) All contributions that a Participant makes to be invested by the Trustees shall be paid and delivered to the Trustees to be held in the Trust.
- (b) All payments made by a Participant to the Trust, and all other money or property that lawfully becomes a part of the Trust, together with the income, appreciation or depreciation and expenses, if any, therefrom, shall be held, managed and administered in trust, pursuant to the terms of this Indenture. The Trustees accept this Trust and agree to perform the duties, responsibilities and obligations under this Indenture allocated to them as fiduciaries.
- 2.3 **Trustees' Duties.** The Trustees shall not have the right and shall not be subject to any duty to demand or collect contributions from the Participants, or from any other person or entity, or to enforce or attempt to enforce any agreement that may be considered to require contributions to this Trust. The Trustees shall be accountable only for transfers and contributions made to the Trust fund in accordance with the terms of this Indenture.

The powers, rights, and obligations of the Trustees shall be established and governed solely by this Indenture.

Qualification of Trust. This Trust is intended to be exempt from income tax pursuant to Section 115 of the Code and shall be construed and operated in all respects consistently with that intention. The Trustees shall take no action which would adversely affect the tax-exempt status of the Trust. The Trustees may demand assurances satisfactory to them that any action which they are directed to take will not adversely affect the tax-exempt status of the Trust. The Trustees, or their Designee, shall take any and all actions necessary to ensure that the Trust obtains all appropriate qualifications and determination, to the extent necessary, that it is and continues to be exempt from income tax under Section 115 of the Code.

#### 2.5 Purpose; Participant Requirements; Changes of Incumbency.

- (a) The purpose of the Trust is to provide a surplus funds trust fund in accordance with Colorado law permitting Local Governments to pool monies available in their treasuries, which are not immediately required to be disbursed, with the same such monies in the treasuries of other Local Governments, in order to invest them and earn interest in accordance with, and as permitted by, the provisions of the Investment Pooling Act and the Legal Investments Act or other laws of the State of Colorado governing the investment of monies of a Local Government, and as allowed by law. No Participant shall be required to appropriate any funds or levy any taxes to establish or contribute to this Trust. The Trustees shall provide for the payment or repayment of any expenses from the earnings of the Trust, including the expenses of counsel as well as the Administrator(s), Adviser, and Custodian.
- (b) Only those Local Governments which adopt this Indenture and have complied with the provisions of this section may become Participants. The Designee empowered to invest funds of each Local Government or such other person designated by the Participant to serve in such capacity (an "Alternate Designee"), shall be the legal representative to act for and on behalf of such Local Government for purposes of this Indenture.
- (c) Each Local Government adopting this Indenture, and otherwise complying with the provisions hereof, shall become a Participant only upon adopting this Indenture and depositing into the Trust the minimum required total investment, which shall initially be \$0 and which shall thereafter be set by the Board from time to time, though such amount may be revised from time to time by the Trustees. Whenever the balance in a Participant's account is less than the minimum established by the Trustees, the Trustees may redeem the Shares and close the account; provided that thirty (30) days' prior notice shall be given to such Participant and redemption shall only be permitted if the Participant has not restored the balance in the account to the minimum amount established prior to the expiration of such thirty (30) day period which begins with the date of such notice. If the Trustees change the minimum total investment to an amount greater than the investment of any Participant at the time that such change becomes effective, the investment of such Participant shall not be redeemed without such Participant's consent.
- (d) In the event that a Designee shall no longer be authorized to act on behalf of such Participant as a Designee, and in the absence of any duly-appointed Alternate Designee, any funds placed in the Trust by such Designee shall be held hereunder for the benefit of the Local Government for which he or she was acting at the time the vacancy or termination of authority occurred. Any Designee assuming office, either to fill a vacancy in such office or to begin a new term following the expiration of the term in office of his or her predecessor, or otherwise becoming authorized to act as Designee on behalf of such Participant, shall become the succeeding legal representative of the Local Government by the Local Government filing written notification of such with the Trustees in a form acceptable to the Trustees.
- 2.6 **Trustees; Signatory Public Agencies and Participants.** No Signatory Local Government or Participant, nor any or its officers, employees, agents or representatives shall have any liability under this Indenture as a result of service by its Designee as a Trustee.

#### 2.7. **Voting**.

- (a) At any time during which there are 100 or more Voting Participants in the Trust, each Voting Participant of record holding Shares shall be entitled to vote, through its Designee or an Alternate Designee, on the following matters: (a) Election of the Board, Amendment of this Indenture, (c) Termination of the Trust, and (d) Reorganization of the Trust. Each Voting Participant shall be entitled to one vote (regardless of the number of shares held by such Voting Participant. A proxy purporting to be executed by or on behalf of a Voting Participant shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger. The Trustees shall determine any such challenge and their decision shall be final. The approval of a simple majority of the Voting Participants shall be sufficient to approve any action at a meeting or other election of the Participants except as provided in Sections 10.4. and 14.1.
- (b) At any time during which there are fewer than 100 Voting Participants in the Trust, all matters including the (a) Election of the Board, (b) Amendment of this Indenture, (c) Termination of the Trust, and (d) Reorganization of the Trust shall be decided through a vote of the Board of Trustees. Each Trustee shall be entitled to cast one vote and such vote shall not be allocated on the basis of the number of Shares held by that Trustee's Local Government.

#### **ARTICLE III - TRUST OPERATIONS**

3.1 **Powers of the Board of Trustees.** Subject to the rights of the Participants as provided herein, the Trustees shall be the investment officer of the Trust and shall have authority over the Trust Property and the affairs of the Trust to administer the operation of the Trust, subject to the requirements, restrictions and provisions of this Indenture, including the power to delegate such functions of administration pursuant to Section 3.16 hereof. The Trustees may do and perform such acts and things as in their judgment and discretion, subject to the requirements and restrictions of this Indenture, as are necessary and proper for conducting the affairs of the Trust or promoting the interest of the Trust and the Participants. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any specific power or authority. The Trustees may exercise any power authorized and granted to them by this Indenture. Such powers of the Trustees may be exercised without the necessity of any order of, or resort to, any court.

#### 3.2 **Permitted Investments.** The Trustees shall have the following investment powers:

- (a) To conduct, operate and provide an investment program for the pooling of surplus funds of a Local Government to invest in the Permitted Investments as may be modified from time to time as provided in this Indenture;
- (b) For such consideration as they may deem proper and as may be required by law, to subscribe for, assign, transfer, exchange, distribute and otherwise deal in or dispose of Permitted Investments; and
- (c) To contract for, and enter into agreements with respect to, the purchase and sale of Permitted Investments.

#### 3.3 Legal Title.

- (a) Legal title to all of the Trust Property shall be vested in the Trustees on behalf of the Participants, who shall be the beneficial owners except that the Trustees shall have full and complete power to cause legal title to any Trust Property to be held, on behalf of the Participants, by or in the name of the Trust, or in the name of any other Person as nominee, on such terms, in such manner, and with such powers as the Trustees may determine, so long as in their judgment the interest of the Trust is adequately protected.
- (b) The right, title and interest of the Trustees in and to the Trust Property shall vest automatically in all persons who may hereafter become Trustees upon their due selection and qualification without any further act. Upon the resignation, disability, removal, adjudication as an incompetent, disqualification pursuant to the terms of this Indenture, or death of a Trustee, he or she (and in the event of his or her death, his or her estate) shall automatically cease to have any right, title or interest in or to any of the Trust Property, and the right, title and interest of such Trustee in and to the Trust Property shall vest automatically in the remaining Trustees without any further act.
- 3.4 **Disposition of Assets.** In winding up the affairs of the Trust, the Trustees shall have full and complete power to sell, exchange or otherwise dispose of any and all Trust Property free and clear of any and all trusts and restrictions, at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, and to execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection with the foregoing including giving consents and making contracts relating to Trust Property or its use.
  - 3.5 **Taxes.** The Trustees shall have full and complete power:
- (a) To pay all taxes or assessments, of whatever kind or nature, validly and lawfully imposed upon or against the Trust or the Trustees in connection with the Trust Property or upon or against the Trust Property or income or any part thereof;
  - (b) To dispute, settle and compromise tax liabilities; and
- (c) For the foregoing purposes to make such returns and do all such other acts and things as may be deemed by the Trustees to be necessary or desirable.
- 3.6 **Rights as Holders of Trust Property.** The Trustees shall have full and complete power to exercise on behalf of the Participants all of the rights, powers and privileges appertaining to the ownership of all or any Permitted Investments or other property forming part of the Trust corpus to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more persons, which proxies and powers of attorney may be for meetings or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.
- 3.7 **Delegation: Committees.** The Trustees shall have full and complete power (consistent with their continuing exclusive authority over the management of the Trust, the conduct of its affairs, their duties and obligations as Trustees, and the management and disposition of the Trust Property),

in addition to the delegation powers set forth in Section 3.16 hereof, to delegate from time to such one or more of their number (who may be designated as constituting a Committee of the Trustees) or to officers, employees or agents of the Trust (including, without limitation, the Administrators(s), the Adviser and the Custodian) the doing of such acts and things and the execution of such instruments, either in the name of the Trust or the names of the Trustees or as their attorney or attorneys, or otherwise as the Trustees may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the Trust.

#### 3.8 **Collection Powers.** The Trustees shall have full and complete power:

- (a) To collect, sue for, receive and receipt for all sums of money or other property due to the Trust including, without limitation, the power to file proofs of claim in any bankruptcy or insolvency matter;
- (b) To consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations;
- (c) To engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the Trust Property;
- (d) To foreclose any collateral, security or instrument securing any investments, notes, bills, bonds, obligations or contracts by virtue of which any sums of money are owed to the Trust;
- (e) To exercise any power of sale held by the Trustees, and to convey good title thereunder free of any and all trusts, and in connection with any such foreclosure or sale, to purchase or otherwise acquire title to any property;
- (f) To be parties to reorganization and to transfer to and deposit with any corporation, committee, voting trustee or other person any securities, investments or obligations of any person which form a part of the Trust Property, for the purpose of such reorganization or otherwise;
- (g) To participate in any arrangement for enforcing or protecting the interests of the Trustees as the owners or holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement;
- (h) To extend the time (with or without security) for payment or delivery of any debts or property and to execute and enter into releases, agreements and other instruments; and
- (i) To pay or satisfy any debts or claims upon any evidence that the Trustees shall deem sufficient.
  - 3.9 **Powers: Payment of Expenses.** The Trustees shall have full and complete power:
- (a) To incur and pay charges or expenses which in the opinion of the Trustees are necessary or incidental to or proper for the carrying out any of the purposes of this Indenture;
  - (b) To reimburse others for the payment therefor; and

(c) To pay appropriate compensation or fees from the funds of the Trust to persons with whom the Trust has contracted or transacted business.

The Trustees may pay themselves or any one or more of themselves reimbursement for expenses reasonably incurred by themselves or any one or more of themselves on behalf of the Trust.

Notwithstanding any provision of this Indenture to the contrary, in no event shall any expenses of administration of the Trust be payable from any source other than Trust Property.

- 3.10 **Borrowing and Indebtedness.** The Trustees shall not incur indebtedness on behalf of the Trust, or authorize the Trust to borrow money or incur indebtedness, except as expressly provided in Section 5.2(b) hereof.
- 3.11 **Deposits.** The Trustees shall have full and complete power to deposit, subject to the provisions of the PDPA, in such a manner as may now and hereafter be permitted by this Indenture or applicable law, any monies or funds included in the Trust Property and intended to be used for the payment of expenses of the Trust or the Trustees, with one or more banks, trust companies or other banking institutions whether or not such deposits will draw interest. Such deposits are to be subject to withdrawal in such manner as the Trustees may determine, and the Trustees shall have no responsibility for any loss which may occur by reason of the failure of the bank, trust company or other banking institution with which the monies, investments, or securities have been deposited. Each such bank, trust company or other banking institution shall comply, with respect to such deposit, with all applicable requirements of all applicable laws including, without limitation, with the PDPA.
- 3.12 **Valuation.** The Trustees shall have full and complete power to conclusively determine in good faith the value of any of the Trust Property and to revalue the Trust Property as the Trustees deem appropriate consistent with the provisions of this Indenture.
- 3.13 **Fiscal Year; Accounts.** The Trustees shall have full and complete power to determine the fiscal year of the Trust and the method or form in which its accounts shall be kept and from time to time to change the fiscal year or method or form of accounts. The fiscal year shall be as set forth in the By-Laws.

#### 3.14 **Self-Dealing Prohibited.**

- (a) No Trustee, officer, employee or agent of the Trust shall cause or permit the Trust to make any investment or deposit, enter into any contract or other arrangement, or perform any act which confers or might reasonably be expected to confer any special benefit upon such person or any Affiliate of such person.
- (b) The Trust shall not enter into any investment transaction with any Affiliate of the Trust, or with the Adviser or the Administrator(s) or any Affiliate thereof, or with any other officer, director, employee or agent of the Trust or any Affiliate thereof. Provided, however, the Trust may deposit moneys and purchase and sell Permitted Investments from and to the Custodian or an Affiliate of the Custodian.

- 3.15 **Investment Program.** The Trustees shall use their best efforts to obtain, through the Adviser or other qualified persons, a continuing and suitable investment program, consistent with the investment policies and objectives of the Trust, and the Trustees shall be responsible for reviewing and approving or rejecting the investment program presented by the Adviser or such other persons. Subject to the provisions of this Indenture, the Trustees may delegate functions arising under this Section 3.15 to one or more of their number or to the Adviser.
- 3.16 **Power to Contract, Appoint, Retain and Employ.** Subject to the provisions of this Indenture, the Trustees shall have full and complete power to appoint, employ, retain, or contract with any person of suitable qualifications and high repute to perform any or all of the following functions under the supervision of the Trustees:
- (a) Serve as the Trust's investment Adviser administrator or co-administrator pursuant to Article IV;
- (b) Furnish reports to the Trustees and provide research, economic and statistical data in connection with the Trust's investments;
- (c) Act as consultants, accountants, technical advisers, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositaries, custodians or agents for collection, insurers or insurance agents, registrars for Shares or in any other capacity deemed by the Trustees to be necessary or desirable;
- (d) Investigate, select, and, on behalf of the Trust, conduct or engage others to manage relations with persons acting in such capacities and pay appropriate fees to, and enter into appropriate contacts with, or employ, or retain services performed or to be performed by, any of them in connection with the investments acquired, sold, or otherwise disposed of, or committed, negotiated, or contemplated to be acquired, sold or otherwise disposed of;
- (e) Substitute any other person possessing the same minimum qualifications for any such person, such replacement to be made in the same manner as the original selection;
- (f) Act as attorney-in-fact or agent in the purchase or sale or other disposition of investments, and in the handling, prosecuting or other enforcement of any lien or security securing investments; and
- (g) Assist in the performance of such ministerial functions necessary in the management of the Trust as may be agreed upon with Trustees.
- 3.17 **Indemnification.** Upon advice of counsel, the Trustees shall have full and complete power, to the extent of Trust property (as provided in Section 6.1) and as permitted by applicable laws, to indemnify or enter into agreements with respect to indemnification with any person with whom the Trust has dealings, to such extent as the Trustees shall determine in accordance with law. The Trust is authorized to purchase insurance to provide such indemnification.
- 3.18 **Remedies.** Notwithstanding any provision in this Indenture, when the Trustees deem that there is a significant risk that an obligor to the Trust may default or is in default under the terms of any obligation to the Trust, the Trustees shall have full and complete power to pursue any remedies

permitted by law which, in their sole judgment, are in the interests of the Trust, and the Trustees shall have full and complete power to enter into any investment, commitment or obligation of the Trust resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

3.19 **Further Powers.** The Trustees shall have full and complete power to take all actions, do all such matters and things and execute all such agreements, documents and instruments as they deem necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of the Trust although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interests of the Trust made by the Trustees in good faith shall be conclusive. In construing the provisions of this Indenture, the presumption shall be in favor of a grant of power to the Trustees. No provision in this Indenture, however, may be interpreted or construed in a manner which alters or reduces the duties of the Trustees to act as fiduciaries of the Trust. The Trustees shall not be required to obtain any court order to deal with the Trust Property.

#### ARTICLE IV- INVESTMENT ADVISER AND ADMINISTRATOR

- 4.1 **Appointment.** The Trustees are responsible for implementing the investment policy and program of the Trust and for supervising the officers, agents, employees, investment advisers, administrators, distributors, and independent contractors of the Trust. The Trustees are not required personally to conduct all of the routine business of the Trust and, consistent with their ultimate responsibility as stated herein, the Trustees may appoint, employ or contract with an Adviser and one or more Administrator(s), and may grant or delegate such authority to the Adviser and the Administrator(s) or to any other Person whose services are obtained by the Adviser or the Administrator(s), as the Trustees may, in their sole discretion, deem to be necessary or desirable for the efficient management of the Trust, without regard to whether such authority is normally granted or delegated by Trustees or other fiduciaries.
- 4.2 Duties of the Adviser. The duties of the Adviser shall be those set forth in an Investment Advisory Agreement to be entered into between the Trust and the Adviser. Such duties may be modified by the Trustees, from time to time, by the amendment of the Investment Advisory Agreement subject to the limitations contained therein. Subject to the terms of this Indenture, the Trustees may authorize the Adviser to effect purchases, sales, or exchanges of Trust Property on behalf of the Trustees or may authorize any officer, employee, agent or Trustee to effect such purchases, sales, or exchanges pursuant to recommendations of the Adviser, all without further action by the Trustees. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by all the Trustees. The Investment Advisory Agreement may authorize the Adviser to employ other persons to assist it in the performance of its duties. The Investment Advisory Agreement shall provide that it may be terminated without cause and without the payment of any penalty by the Trust on no less than sixty (60) days' written notice to the Adviser. Nothing in this Indenture or in the Investment Advisory Agreement shall limit or impair the right of the Trustees to terminate the said Investment Advisory Agreement for cause, or to suspend the authority of the Adviser to act for or on behalf of the Trust immediately upon written notice to the Adviser, upon a showing of reasonable cause to believe that the Adviser has committed a material breach of the Investment Advisory Agreement or any of its fiduciary obligations to the Trust.

- 4.3 **Duties of the Administrator(s).** The duties of the Administrator(s) shall be those set forth in one or more Administration Agreement(s) to be entered into between the Trust and the Administrator(s). Such duties may be modified by the Trustees, from time to time, by the amendment of the Administration Agreement(s). The Administration Agreement(s) may authorize the Administrator(s) to employ other persons to assist it in the performance of its duties. The Administration Agreement(s) shall provide that it may be terminated without cause and without the payment of any penalty by the Trust on no less than sixty (60) days' written notice to the Administrator(s). Nothing in this Indenture or in the Administration Agreement(s) shall limit or impair the right of the Trustees to terminate the said Administration Agreement(s) for cause, or to suspend the authority of the Administrator(s) to act for or on behalf of the Trust immediately upon written notice to the Administrator(s), upon a showing of reasonable cause to believe that the Administrator(s) have committed a material breach of the Administration Agreement(s) or any of their fiduciary obligations to the Trust.
- 4.4 **Appointment of Multiple Administrators**. The Trustees may appoint, employ or contract multiple Administrators, including separate administrators to serve as "board administrator" and "fund administrator," as the Trustees, in their sole discretion, deem necessary to discharge their obligations pursuant to this Indenture.
- 4.5 **Successors.** In the event that, at any time, the position of Adviser or of Administrator(s) shall become vacant for any reason, the Trustees may appoint, employ or contract with a successor Adviser or Administrator(s).

#### ARTICLE V - INVESTMENTS

- 5.1 **Statement of Investment Policy and Objective.** Subject to the prohibitions and restrictions contained in Section 5.2 hereof, the general investment policy and objective of the Trustees shall be to provide to the Participants safety of capital, liquidity of funds, and investment income, in that order, by investing in Permitted Investments in accordance with this Indenture and any other applicable provisions of law, as the same may be amended from time to time.
- 5.2 **Restrictions Fundamental to the Trust.** Notwithstanding anything in this Indenture which may be deemed to authorize the contrary, the Trust:
- (a) May not make any investment other than investments authorized by this Indenture, which constitute Permitted Investments and which are consistent with the investment policies and procedures set forth in the Information Statement and which are described therein, as the same shall may be amended from time to time;
- (b) May not borrow money or incur indebtedness except as a temporary measure to facilitate withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments, and only as and to the extent permitted by law;
- (c) May not make loans, provided that the Trust may make Permitted Investments (which may include securities lending); and
- (d) May not hold or provide for the custody of any Trust Property in a manner not authorized by law.

#### 5.3 Amendment of Restrictions.

- (a) The restrictions set forth in Section 5.2 hereof are fundamental to the operation and activities of the Trust and, once there are 100 or more Voting Participants, may not be changed without the consent of a majority of the Voting Participants, though such restrictions may be changed by a vote of the Board at any time during which there are fewer than 100 Voting Participants in the Trust.
- (b) Notwithstanding the restrictions set forth in Section 5.2 hereof, such restrictions may be changed by the Trustees, without any Participant consent, when necessary to conform the investment program and activities of the Trust to the laws of the State of Colorado and the United States of America as they may from time to time be amended.

#### ARTICLE VI - LIMITATIONS OF LIABILITY

- 6.1 **Liability to Third Persons.** No Participant shall be subject to any personal liability whatsoever, in tort, contract or otherwise to any person or persons other than the Trust in connection with Trust Property or the affairs of the Trust; and no Trustee, officer, employee or agent (including without limitation, the Adviser, the Administrator, and the Custodian) of the Trust shall be subject to any personal liability whatsoever in tort, contract or otherwise, to any person or persons other than the Trust in connection with Trust Property or the affairs of the Trust, except that each shall be liable for its, his or her bad faith, willful misconduct, gross negligence or reckless disregard of its, his or her duties or for its, his or her failure to act in good faith in the reasonable belief that its, his or her action was in the best interests of the Trust, and except that the Adviser and the Administrator shall each have liability for its, his or her failure to take reasonable measures to restrict investments of Trust Property to those permitted by law and this Indenture. All persons other than the Trust shall look solely to the Trust Property for satisfaction of claims of any nature arising in connection with the affairs of the Trust. If any Participant, Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator, and the Custodian) of the Trust is made a party to any suit or proceedings to assert or enforce any such liability, it, he or she shall not on account thereof be held to any personal liability. Provided, further, that notwithstanding anything in the foregoing to the contrary, any vendor, Adviser, consultant, administrator, etc., employed by or under contract with the Trust, shall be responsible to the Trust and its Participants as intended beneficiaries, to perform in accordance with the standards imposed in a contract with such party, by operation of law.
- 6.2 **Liability to the Trust or to the Participants.** No Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the Trust shall be liable to the Trust or to any Participant, Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator, and the Custodian) of the Trust for any action or failure to act (including, without limitation, the failure to compel in any way any former or acting Trustee to redress any breach of trust) except for its, his or her own bad faith, willful misfeasance, gross negligence or reckless disregard of its, his or her duties, and except that the Adviser shall have liability for the failure to take reasonable measures to restrict investments of Trust Property to those permitted by law and this Indenture; *provided, however*, that the provisions of this Section 6.2 shall not limit the liability of any agent (including, without limitation, the Adviser, the Administrator, and the Custodian) of the Trust with respect to breaches by it of a contract between it and the Trust.

#### 6.3 **Indemnification.**

- (a) As used in this Section 6.3:
- (1) "Trust Representative" means an individual who is or was a Trustee, officer, employee, or agent (including without limitation the Adviser, the Administrator, and the Custodian).
  - (2) "Expenses" includes attorney fees.
- (3) "Liability" means the obligation to pay a judgment, settlement, penalty, fine, or reasonable expense incurred with respect to a proceeding.
- (4) "Party" includes an individual who was, is, or is threatened to be named a defendant or respondent in a proceeding.
- (5) "Proceeding" means any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.
- (b) Except as provided in subsection (c) hereof, the Trust shall indemnify against liability incurred in any proceeding by an individual made a party to the proceeding because of his status as a Trust Representative if he or she conducted him or herself in good faith, and (i) he or she reasonably believed that his or her conduct was in the Trust's best interests or, (ii) in the case of a criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful.
- (c) In no event may the Trust indemnify the Adviser or the Administrator for expenses or liability arising out of any willful or negligent violation by either of them of the restrictions on investments of the Trust Property. Further, the Trust shall not indemnify any Trust Representative under this Section either (i) in connection with a proceeding by or in the right of the Trust in which the Trust Representative was adjudged liable to the Trust, or (ii) in connection with any proceeding charging improper personal benefit to him or her, in which such person was adjudged liable on the basis that such personal benefit was improperly received by him or her in connection with a proceeding by or in the right of the Trust. Indemnification is in all cases limited to reasonable expenses incurred.
- (d) Except as provided in subsection (c) of this Section, the termination of any proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, is not of itself determinative that the individual did not meet the standard of conduct set forth in subsection (b) of this Section.
- (e) No indemnification shall be made unless and until a specific determination has been made that indemnification is authorized under this Section 6.3. Such determination shall be made by the Trustees by a majority vote of a quorum, which quorum shall consist of Trustees not parties to the proceeding. If such quorum cannot be obtained, the determination shall be made by a majority vote of a committee of Trustees designated by the Trustees, which committee shall consist of two or more Trustees not party to the proceeding. Trustees who are parties to the proceeding may participate in designating Trustees for the committee. If the said quorum cannot be obtained or the committee cannot

be established, or if such quorum is obtained or committee is designated and such quorum or committee so directs, the determination may be made by independent legal counsel selected by a vote of the Trustees or the committee as specified above. If independent counsel determines that indemnification is required under this Section, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by the body that selected such counsel.

- (f) The Trust may pay for or reimburse the reasonable expenses incurred by a Trust Representative who is a party to a proceeding in advance of final disposition thereof if (i) the Trust Representative furnishes the Trust a written affirmation of his good faith belief that he or she has met the standard of conduct described in subsection (b) of this Section and a written undertaking executed personally to repay the advance if it is ultimately determined that indemnification is not authorized under this Section, and (ii) it is determined as provided in subsection (e) above that the facts then known would not preclude indemnification under this Section.
- (g) Any indemnification of or advance of expenses to a Trust Representative pursuant to this Section shall be reported in writing to the Participants as soon as practicable, if such indemnification of or advance of expenses arises out of a proceeding by or on behalf of the Trust.
- (h) No Trust Representative entitled to indemnification may take or be paid the same except out of the earnings of the Trust, and no Participant shall be personally liable to any such Trust Representative for all or any portion of such indemnity.
- 6.4 **Surety Bonds.** No Trustee shall, as such, be obligated to give any bond or surety or other security for the performance of any of his duties.
- 6.5 **Apparent Authority.** No purchaser, seller, transfer agent or other person dealing with the Trustees or any officer, employee or agent of the Trust shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Trustees or by such officer, employee or agent or make inquiry concerning or be liable for the application of money or property paid, transferred or delivered to or on the order of the Trustees or of such officer, employee or agent.
- Representative Capacity; Recitals. Any written instrument creating an obligation of the Trust shall be conclusively taken to have been executed by a Trustee or an officer, employee or agent of the Trust only in his capacity as a Trustee under this Indenture or in his or her capacity as an officer, employee or agent of the Trust. Any written instrument creating an obligation of the Trust shall refer to this Indenture and shall contain a recital to the effect that the obligations thereunder are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, Participants, officers, employees or agents of the Trust, and that only the Trust Property or a specific portion thereof shall be bound, and such written instrument may contain any further similar recital which may be deemed appropriate; *provided however*, that the omission of any recital pursuant to this Section 6.6 shall not operate to impose personal liability on any of the Trustees, Participants, officers, employees or agents of the Trust, or to void any obligations created in the instrument.
- 6.7 **Reliance on Experts.** Each Trustee, officer and employee of the Trust shall, in the performance of his or her duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of the Trust, upon an opinion of counsel or upon reports made to the Trust by any of its officers

or employees or by the Adviser, the Administrator, the Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the Trustees or officers of the Trust.

6.8 **Insurance.** The Trustees shall obtain general and official liability and property damage insurance, errors and omission insurance and such other insurance as the Trustees may deem advisable for the protection of the Trust Property and the Trustees, treasurers, officers and/or any employees of the Trust in the operation and conduct of the Trust in such amounts as the Trustees deem adequate to ensure against all claims and liabilities of every nature, to the extent such insurance may be available at reasonable rates. The cost of any and all such insurance shall be paid from Trust property as an expense of administration of the Trust.

#### **ARTICLE VII - INTERESTS OF PARTICIPANTS**

- 7.1 **Beneficial Interest.** The interest of the beneficiaries hereunder shall be divided into transferable units to be called Shares, all of one series except as permitted by Section 7.10, without par value. The number of Shares authorized hereunder is unlimited. The Trust shall seek to maintain a stable net asset value of \$1.00 per Share. Except as otherwise permitted under Section 7.10 hereof, each Share shall represent an equal proportionate interest in the net assets of the applicable series within the Trust. All Shares issued hereunder including, without limitation, Shares issued in connection with a dividend in Shares or a split of Shares, shall be fully paid and nonassessable.
- 7.2 **Title to Trust Property**. Title to the Trust Property of every description and the right to conduct any affairs herein described are vested in the Trustees on behalf, and for the beneficial interest, of the Participants, and the Participants shall have no individual interest therein other than the beneficial interest conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights or interests of the Trust nor can they be called upon to share or assume any losses of the Trust or suffer an assessment of any kind by virtue of the allocation of Shares to them, except as expressly provided in this Indenture. Provided, further, that this provision shall not be interpreted or construed to modify or limit any of the rights of Participants expressed anywhere else in this Indenture or as provided by law. The beneficial interest hereunder measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the Trust or the Trust Property, except as the Trustees may determine.
- 7.3 **Evidence of Investment.** Evidence of each Participant's investment shall be reflected in a Share Register maintained by or on behalf of the Trust in accordance with Section 8.1 hereof, and the Trust shall not be required to issue certificates as evidence of Share allocation.
- Redemptions. In case any Participant at any time desires to dispose of its Shares, it may deposit a written request or other such form of request as the Trustees may from time to time authorize, at the office of the transfer agent or at the office of any bank or trust company, either in or outside of Colorado which is a member of the Federal Reserve System and which the transfer agent has designated by the Trust for that purpose, together with an irrevocable offer in writing in a form acceptable to the Trustees to have the Shares redeemed by the Trust at the net asset value thereof per share, next determined as provided in the Information Statement after such deposit. Payment for redemption shall be made to the Participants within the number of business days specified in the Trust's current Information Statement, unless the date of payment is postponed pursuant to Section 7.5 hereof, in which event payment may be delayed beyond such period.

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- 7.5 **Suspension of Redemption; Postponement of Payment.** Each Participant, by its adoption of this Indenture, agrees that the Trustees may, without the necessity of a formal meeting of the Trustees, temporarily suspend the right of redemption or postpone the date of payment for withdrawal of funds from the Trust for the whole or any part of any period;
- (a) During which there shall have occurred any state of war, national emergency, act of God, banking moratorium or suspension of payments by banks in the State of Colorado or any general suspension of trading or limitation of prices on the New York Stock Exchange or the American Stock Exchange (other than customary week-end and holiday closing); or
- (b) During which any emergency situation exists, as a result of which disposal by the Trust of Trust Property is not reasonably practicable because of the substantial losses which might be incurred, or it is not reasonably practicable for the Trust fairly to determine the value of its net assets.

Such suspension or postponement shall not alter or affect a Participant's beneficial interest hereunder or the accrued interest and earnings thereon. Such suspension or payment shall take effect at such time as the Trustees shall specify but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of redemption or payment until the Trustees shall declare the suspension or postponement at an end, except that the suspension or postponement shall terminate in any event on the first day on which the period specified in subsection (a) or in this subsection (b) shall have expired, as to which the determination of the Trustees shall be conclusive. In the case of a suspension of the right of redemption or a postponement of payment to a Participant, a Participant may either (i) withdraw its request for redemption or (ii) receive payment based on the net asset value next determined after the termination of the suspension.

- 7.6. Redemptions to Reimburse Trust for Loss on Nonpayment for Shares or for Other Charges. The Trustees shall have the power to redeem Shares owned by any Participant to the extent necessary (i) to reimburse the Trust for any loss it has sustained by reason of the failure of such Participant to make full payment for Shares purchased by such Participant, or (ii) to collect any charge relating to a transaction effected for the benefit of such Participant which is applicable to Shares as provided in the Information Statement. Any such redemption shall be effected at the redemption price determined in accordance with Section 7.4. hereof.
- 7.7 **Defective Redemption Requests.** In the event that a Participant shall submit a request for the redemption of a greater amount than is then allocated to such Participant, such request shall not be honored and, each Participant, by its adoption of this Indenture, agrees that the Trustees shall have full and complete power to redeem no more than the proportionate amount allocated to such Participant, at a redemption price determined in accordance with Section 7.4 hereof, sufficient to reimburse the Trust for any fees, expenses, costs or penalties actually incurred by the Trust as a result of such defective redemption request.
- 7.8 **Series or Class Designations**. The Trustees, in their discretion, may authorize the division of Shares into two or more series, and within a series into two or more classes, and the different series or classes shall be established and designated, and the variations in the relative rights and preferences as between the different series or classes within a series shall be fixed and determined by the Trustees; provided that, all Shares shall be identical except there may be variations so fixed and determined between different series or classes within a series as to purchase price, right of

redemption and the price, terms and manner of redemption, special and relative rights as to distributions on liquidation, conversion rights, and conditions under which the several series or classes shall have separate voting rights and separate investment restrictions.

#### ARTICLE VIII - RECORD OF SHARES

- 8.1 **Share Register.** The Share Register shall be kept by or on behalf of the Trustees, under the direction of the Trustees, and shall contain (i) the names and addresses of the Participants (including both a post office address for regular United States mail and a valid electronic mail address), (ii) the number of Shares representing their respective beneficial interests hereunder, and (iii) a record of all allocations and redemptions thereof. Such Share Register shall be conclusive as to the identity of the Participants to which the Shares are allocated. Only Participants whose allocation of Shares are recorded on such Share Register shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it as herein provided, until it has given its appropriate address to such officer or agent of the Trust who shall keep the Share Register for entry thereon.
- 8.2 **Registrar.** The Trustees shall have full and complete power to employ a registrar. Unless otherwise determined by the Trustees the Share Register shall be kept by the Administrator which shall serve as the registrar for the Trust. The registrar shall record the original allocations of Shares in the Share Register. Such registrar shall perform the duties usually performed by registrars of certificates and shares of stock in a corporation, except as such duties may be modified by the Trustees.
- 8.3 **Owner of Record.** No Person becoming entitled to any Shares in consequence of the merger, reorganization, consolidation, bankruptcy or insolvency of any Participant or otherwise, by operation of law, shall be recorded as the Participant to which such Shares are allocated and shall only be entitled to the redemption value of such Shares. Until the person becoming entitled to such redemption value shall apply for the payment thereof and present any proof of such entitlement as the Trustees may in their sole discretion deem appropriate, the Participant of record to which such Shares are allocated shall be deemed to be the Participant to which such Shares are allocated for all purposes hereof, and neither the Trustees nor the registrar nor any officer or agent of the Trust shall be affected by any notice of such merger, reorganization, consolidation, bankruptcy, insolvency or other event.
- 8.4 **No Transfers of Shares.** The beneficial interests measured by the Shares shall not be transferable, in whole or in part, other than to a Local Government, or the Trust itself for purposes of redemption. Any attempted transfer to any other person shall be void and of no effect.
- 8.5 **Limitation of Fiduciary Responsibility.** The receipt of the Participant in whose name any Share is recorded or of any party or agent in whose name any Share is recorded for the benefit of the Participant shall be a sufficient discharge for all moneys payable or deliverable in respect of such Shares and from all liability to see to the proper application thereof.
- 8.6 **Notices.** Any and all notices to which Participants are hereunder entitled and any and all communications shall be deemed duly served or given if (a) mailed, postage prepaid, addressed to Participants of record at their last known post office addresses, or (b) sent by electronic mail addressed to the Participants of record at their last known electronic mail address, in each case as

recorded in the Share Register provided for in Section 8.1 hereof. Copies of such notices shall be provided to the Participant's Designee.

#### ARTICLE IX – RECORDS AND REPORTS

- 9.1 **Inspection of Records.** The records of the Trust shall be open to inspection by any Participant at all reasonable business hours. The Trustees shall use their best efforts to communicate administrative and investment decisions to Participants through a website to be established by the Trust.
- 9.2 **Reports.** The Trustees shall cause to be prepared at least annually: (i) a report or statements of financial operations of the Trust; (ii) an opinion of an independent certified public accountant on such report or financial statements based on an examination of the books and records of the Trust; and (iii) such other information as may be required by the Investment Pooling Act or by Rules and regulations promulgated thereunder. A signed copy of such report and opinion shall be filed with the Trustees within one hundred twenty (120) days after the close of the period covered thereby. The Trustees shall cause copies of the annual report to be delivered to the Participants of record within one hundred twenty (120) days after the close of the period covered thereby. In addition, the Trustees shall furnish to the Participants at least quarterly an interim report containing such information as may be required by statute or regulation.

#### ARTICLE X - TRUSTEES AND OFFICERS

#### 10.1 Number, Qualification and Succession of Trustees.

- (a) The governing body of the Trust shall be the Board of Trustees, the membership of which shall be determined as herein provided and as provided in the By-Laws.
- (b) The number of Trustees shall be fixed from time to time by resolution of the Trustees; provided that, the number of Trustees shall be at no time less than three (3) or more than fifteen (15). No reduction in the number of Trustees shall have the effect of removing any Trustee from office prior to the expiration of his or her term. The Signatory Local Governments shall appoint the Initial Trustees (as defined herein) as provided for in Section 10.2 herein.
- (c) The majority of Trustees shall be Designees of Participants. Any Trustee who at the time of election or appointment is not a Designee of a Participant is referred to herein as a "Non-Designee Trustee." The number and qualifications of Non-Designee Trustees shall be as provided in the By-Laws. If a Designee of a Participant serves as a Trustee, and ceases to be a Designee, such person shall no longer be qualified to serve as a Trustee, and shall not, by virtue of ceasing to qualify as a Designee, be deemed to be a Non-Designee Trustee. The Trustees shall be natural persons.
- (d) Trustees shall be elected or appointed as provided in Section 10.4 hereof. No such election or appointment shall become effective, however, until the elected or appointed person qualifies for such office by delivering to the Chair a writing signed by him or her (i) accepting such election or appointment, and (ii) agreeing to be bound by the terms of this Indenture. Qualification must be

completed within twenty (20) days after such person is notified of his or her appointment or election, and failure to meet this requirement shall void the appointment or election.

- (e) Whenever a vacancy in the number of Trustees shall occur until such vacancy is filled, the Trustees or Trustee continuing in office, regardless of their number, shall have all the powers granted to the Trustees and shall discharge all the duties imposed upon the Trustees by this Indenture.
- (f) Upon the appointment or election and qualification of any person to the office of Trustee, the Trust Property shall vest in such new Trustee without necessity of any further act or conveyance.
- 10.2 **Signatory Local Governments and Trustees.** In accordance with Section 10.1(b), by the execution of this Indenture, the Signatory Local Governments appoint the following persons as initial Trustees (the "Initial Trustees"):
  - Carter Bullion, Director of Finance & Administration, Woodmen Hills Metropolitan District
  - Doug Farmen, Director of Finance & Administration, City of Cherry Hills Village
  - Lizbeth Lemley, Finance Director, Town of Mountain Village
  - Bill Sutter, Chief Financial Officer, Boulder Valley School District

The Initial Trustees shall have all the powers of Trustees provided herein and shall have the power to appoint up to seven (7) additional Trustees, to serve until the Board of Trustees has been elected in accordance with Section 10.4 hereof. The initial terms of the Initial Trustees shall be as follows: Carter Bullion's term shall be three (3) years, Doug Farmen's term shall be two (2) years, Lizbeth Lemley's term shall be one (1) year, and Bill Sutter's term shall be three (3) years. All terms of the Initial Trustees following their initial terms shall be three-year terms, as set forth in section 10.4 of this Indenture.

#### 10.3 Vacancies.

- (a) A Trustee's office shall be deemed vacant upon the occurrence of any one of the following events:
  - (i) If a person who was duly appointed or elected fails, neglects or refuses to qualify for office within twenty (20) days after the date he or she is notified of such appointment or election;
  - (ii) If a person who was duly appointed submits a written resignation to the Board of Trustees;
  - (iii) If a person who was duly appointed becomes disabled or dies during his or her term of office, or for whom a guardian or conservator has been appointed;
  - (iv) If a person who was duly appointed ceases to meet the requirements for the office of Trustee, as provided herein and in the By-Laws;

- (v) If a person who was duly appointed is convicted of a felony or is or becomes the subject of an Order for Relief entered pursuant to the United States Bankruptcy Code (11 U.S.C. § 101 *et seq.*);
- (vi) If a court of competent jurisdiction voids the appointment or removes a person duly appointed for any cause whatsoever, but only after his or her right to appeal has been waived or otherwise exhausted; or
- (vii) If the person who was duly appointed is removed from office pursuant to Section 10.5 hereof.
- (b) No vacancy in the office of any Trustee shall operate to annul this Indenture or to revoke any existing agency created pursuant to the terms of this Indenture, and title to any Trust Property held in the name of such Trustee and the other Trustees or otherwise, shall, in the event of a vacancy in the office of such Trustee, vest in the continuing or surviving Trustees without necessity of any further act or conveyance. In the case of a vacancy, the majority of the Board continuing in office acting by resolution, may fill such vacancy.

#### 10.4 Elections and Appointments; Term of Office.

- (a) Except for the initial terms of the Initial Trustees set forth in section 10.2 of this Indenture, and except as provided in subsection 10.4(c) and in Section 2.7 of this Indenture, Trustees are elected for overlapping terms of three years by a majority vote of the Voting Participants, which shall be entitled to vote at an annual meeting or voting in an annual vote of Voting Participants, herein called an "Annual Election." Trustees may succeed themselves in office. Candidates shall be nominated as provided in the By-Laws. The candidate(s) with the highest number of votes will be elected. The Board shall, at the next meeting following the election, review the election returns and declare the appropriate candidate(s) elected.
- (b) A Trustee remains in office until a vacancy occurs in his or her office as provided in Section 10.3 hereof, or until his or her successor is duly appointed and qualifies for office.
- (c) At any time the Board increases the number of Trustees, it shall by the same action specify the number and length of the terms of newly added Trustees. The Board shall have discretion to set the length of the initial term of each newly added Trustee, but in no event may the initial term exceed three years, and each term following an initial term shall be for a period of three years. The selection of Trustees to newly Board shall maintain as nearly equal as possible the number of three-year terms to be filled at each subsequent Annual Election.

#### 10.5 Resignation and Removal.

- (a) Any Trustee may resign (without need for prior or subsequent accounting) by an instrument in writing signed by him or her and delivered to the Chair and such resignation shall be effective upon such delivery or at a later date according to the terms of the notice.
- (b) Any Trustee may be removed with or without cause by action of two-thirds of the other Trustees.

- (c) Upon ceasing to be a Trustee, such person shall execute and deliver such documents as the remaining Trustees shall require for the purpose of conveying to the Trust or the remaining Trustees any Trust Property held in the name of the resigning or removed Trustee. Upon the incapacity or death of any Trustee, his or her legal representative shall execute and deliver on his or her behalf such documents as the remaining Trustees shall require as provided in the preceding sentence.
- 10.6 Officers and Advisers. The Trustees shall annually designate a Chair who shall be the Chief Executive Officer of the Trust and a Vice Chair, who shall have such duties as the Trustees shall deem advisable and appropriate. The Trustees may elect or appoint, from among their number or otherwise, a Board Treasurer and a Secretary, who shall have such powers, duties and responsibilities as the Trustees may deem to be advisable and appropriate. The Trustees may elect or appoint, from among their number or otherwise, or may authorize the Chair to appoint, one or more Assistant Secretaries and Assistant Board Treasurers, and such other officers or agents, who shall have such powers, duties and responsibilities as the Trustees may deem to be advisable and appropriate. Two or more offices, except those of Chair and Vice Chair, may be held by the same person.

#### 10.7 **By-Laws; Quorum of Trustees.**

- (a) The Trustees may adopt and, from time to time, amend or repeal By-Laws for the conduct of the business of the Trust, and in such By-Laws, among other things, may define the duties of the respective officers, agents, employees and representatives of the Trust. Notwithstanding the foregoing, absent adoption of By-Laws addressing the same, the Trustees may define the duties of the respective officers, agents, employees and representatives of the Trust, and such other matters regarding administration of the Trust not specifically addressed in this Indenture, by resolution of the Board of Trustees.
- (b) A quorum for the purposes of any meeting or vote of the Trustees shall consist of a majority of the Trustees entitled to vote at a meeting of the Board of Trustees.

# ARTICLE XI DETERMINATION OF NET ASSET VALUE AND NET INCOME: DISTRIBUTIONS TO PARTICIPANTS

#### 11.1 Net Asset Value.

- (a) The net asset value of each allocated Share of the Trust shall be determined by the method and frequency established by the Trustees and shall be set forth in an Information Statement as the same may be amended from time to time. The duty to make the calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other person as the Trustees by resolution may designate.
- (b) The Trustees may discontinue or amend the practice of attempting to maintain the net asset value per Share at a constant dollar amount at any time and such modification shall be evidenced by appropriate changes in the Information Statement as the same may be amended from time to time.
- 11.2 **Retained Reserves.** The Trustees may retain from the earnings of the Trust such amount as they may deem necessary to pay the debts and expenses of the Trust and to meet other

obligations of the Trust, and the Trustees shall also have the power to establish such reasonable reserves from earnings as they believe may be required to protect the Trust and the Participants against contingent liabilities.

#### ARTICLE XII – CUSTODIAN

- 12.1 **Duties.** The Trustees shall employ a bank or trust company organized under the laws of the United States of America or of the State of Colorado as Custodian with authority as its agent, but subject to such restrictions, limitations and other requirements, if any, as may be contained in this Indenture, the By-Laws of the Trust or otherwise determined by resolution of the Board of Trustees, to perform the duties set forth in the Custodian Agreement to be entered into between the Trust and the Custodian. Such Custodian must be designated as an "eligible public depository" as provided in the PDPA.
- 12.2 **Appointment.** The Trustees shall have the power to select and appoint the Custodian for the Trust. The Custodian Agreement may be terminated at any time without cause and without the payment of any penalty by the Trust on not less than sixty (60) days' written notice to the Custodian.
- 12.3 **Disbursement and Collection Agent.** The Trustees may also authorize the employment of a Disbursement and Collection Agent from time to time to perform acts and services upon such terms and conditions, as may be agreed upon between the Custodian and said agent and approved by the Trustees; *provided, however*, that, in every case, such Disbursement and Collection Agent shall be a bank or trust company duly organized under the laws of the United States of America or one of the states thereof and shall be a state-designated "eligible public depository."
- 12.4 **Successors.** In the event that at any time the Custodian or the Disbursement and Collection Agent shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement or disbursement and Collection Agreement, the Trustees shall appoint a successor thereto.

#### ARTICLE XIII - RECORDING OF INDENTURE

13.1 **Recording.** This Indenture and any amendments hereto shall be filed, registered, recorded or lodged as a document of public record in such place or places and with such official or officials as may be required by law or as the Trustees may deem appropriate. An amended Indenture, containing or restating the original Indenture and all amendments theretofore made, may be executed any time or from time to time by a majority of the Trustees and shall, upon filing, recording or lodging in the manner contemplated hereby, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Indenture and the various amendments thereto.

# ARTICLES XIV AMENDMENTS TO INDENTURE AND PERMITTED INVESTMENTS LIST; TERMINATION OF TRUST; DURATION OF TRUST

#### 14.1 Amendment to Indenture or Permitted Investments List; Termination.

- (a) The provisions of this Indenture may be amended or altered, or the Trust may be terminated, by a vote of the Participants pursuant to Section 2.7 hereof. The Trustees may, from time to time by a two-thirds vote of the Trustees, and after 30 days prior written notice to the Participants, amend or alter the provisions of the Indenture, without the vote or assent of the Participants, which the Trustees, in good faith deem necessary or convenient for the administration and operation of the Trust, to establish and designate additional series or portfolios pursuant to Section 7.10 hereof, or to the extent deemed by the Trustees in good faith to be necessary to conform this Indenture to the requirements of applicable laws or regulations or any interpretation thereof by a court or other governmental agency of competent jurisdiction, but the Trustees shall not be liable for failing so to do. Notwithstanding the foregoing, no amendment may be made pursuant to this Section which would:
  - (i) change any rights with respect to any allocated Shares of the Trust by reducing the amount payable thereon upon liquidation of the series or portfolio or which would diminish or eliminate any voting rights of the Participants, except with the vote or written consent of two-thirds of the Participants entitled to vote thereon;
  - (ii) Cause any of the investment restrictions contained herein to be less restrictive without the affirmative vote of a majority of the Participants;
  - (iii) Change the limitations on personal liability of the Participants and Trustees; or
  - (iv) Change the prohibition of assessments upon Participants.

A certification signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Participants or by the Trustees or a copy of the Indenture, as amended, executed by a majority of the Trustees, shall be conclusive evidence of such amendment.

(b) The Trust may be terminated by the vote of the majority of authorized Trustees, subject to the approval of the holders of not less than two-thirds of outstanding Shares, subject to the provisions of Section 2.7 hereof. Upon the termination of the Trust pursuant to this Section 14.1(b), (i) the Trust shall carry on no business except for the purpose of winding up its affairs, (ii) the Trustees shall proceed to wind up the affairs of the Trust and all of the powers of the Trustees under this Indenture shall continue until the affairs of the Trust shall have been wound up, including, without limitation, the power to fulfill or discharge the contracts of the Trust, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Trust Property to one or more persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay its liabilities, and do all other acts appropriate to liquidate its affairs, provided, however, that any sale, conveyance, assignment, exchange, transfer, or other disposition of all or substantially all of the Trust Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Trustees entitled to vote thereon, and (iii) after paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities

and refunding agreements as they deem necessary for their protection, the Trustees may distribute the remaining Trust Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.

- (c) Upon termination of the Trust and distribution to the Participants as herein provided, a majority of the Trustees shall execute and lodge among the records of the Trust an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title and interest of all Participants shall cease and be cancelled and discharged.
- (d) A certification in recordable form signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Trustees as aforesaid or a copy of the Indenture, as amended, in recordable form, and executed by a majority of the Trustees, shall be conclusive evidence of such amendment.
- 14.2 **Duration.** The Trust shall continue in existence in perpetuity, subject in all respects to the provisions of this Article XIV.

#### ARTICLE XV – MISCELLANEOUS

- 15.1 **Governing Law.** This Indenture is executed by the Signatory Local Governments and delivered in the State of Colorado and with reference to the laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the laws of the State of Colorado (without regard to its conflicts of law rules). Venue for any dispute, breach or other legal action relating to the interpretation or implementation of this Indenture shall lie in a court of competent jurisdiction in the City and County of Denver, Colorado.
- 15.2 **Counterparts.** This Indenture may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.
- 15.3 **Reliance by Third Parties.** Any certificate executed by an individual who according to the then current records of the Trust appears to be a Trustee, the Secretary or the Board Treasurer of the Trust, certifying to (a) the number or identity of Trustees or Participants, (b) the due authorization of the execution of any instrument or writing, (c) the results of any vote of Trustees or Participants, (d) the fact that the number of Trustees or Participants present at any meeting or executing any written instrument satisfies the requirements of this Indenture, or the form of any By-Laws adopted by, or the identity of any officers or any facts which in any manner relate to the affairs of the Trust, shall be conclusive evidence as to the matters so certified in favor of any Person dealing with the Trustees or any of them or the Trust and the successors of such Person
- 15.4 **Provisions in Conflict with Law.** The provisions of this Indenture are severable, and if the Trustees shall determine with the advice of counsel that any one or more of such provisions are in conflict with applicable federal or Colorado laws, those conflicting provisions shall be deemed never to have constituted a part of this Indenture, *provided, however*, that such determination by the Trustees shall not affect or impair any of the remaining provisions of this Indenture or render invalid

or improper any action taken or omitted (including, but not limited to, the election of Trustees) prior to such determination.

15.5 **Section Headings.** Any headings preceding the text of the several Articles and Sections of the Indenture and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Indenture nor affect its meaning, construction or effect.

## 15.6 Adoption by Local Government Entities; Resignation and Withdrawal of Participants.

- (a) Any Local Government meeting the requirements hereof may become a Participant of this Trust by (i) taking all required official action to adopt to a Resolution authorizing the execution of this Indenture. A copy of this Indenture may be adopted by executing a written instrument of adoption in such form as may be prescribed by the Trustees. Delivering an acknowledged copy of such instrument shall constitute satisfactory evidence of the adoption contemplated by this Section.
- (b) Any Participant may resign and withdraw from the Trust by sending a written notice to such effect to the Chair of the Trust and the Administrator and by requesting the redemption of all Shares then held by it or in accordance with any other procedure authorized by the Trustees or Board of Participants and with Section 7.4 hereof. Such resignation and withdrawal shall become effective upon the receipt thereof by the Chair of the Trust and the Administrator. No resignation and withdrawal by a Participant shall operate to annul this Indenture or terminate the existence of the Trust.

**IN WITNESS WHEREOF**, the Local Governments of the State of Colorado acting in the capacity of Signatory Local Governments of the Trust have prepared this Indenture and intend to adopt and be bound by the terms of this Indenture.



## COMMUNITY DEVELOPMENT DEPARTMENT

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

Agenda Item # 10a

TO: Mountain Village Town Council

**FROM:** Lars Forsythe, Chief Building Official

FOR: Mountain Village Town Council Public Hearing; May 16, 2024

**DATE:** May 14, 2024

**RE:** Staff Memo- Building Code Amendment of Section 17.7.17, Pursuant to Section 17.1.7

of the Community Development Code

#### **APPLICATION OVERVIEW**: Building Code Amendment

In April 2023, the State of Colorado, under the Department of Regulatory Agencies, State Plumbing Board, Plumbing Rules and Regulations 3 CFR 720-1, adopted the 2021 International Plumbing Code (IPC) as their model code. The Town of Mountain Village Building Division performs plumbing inspections for the State of Colorado, and under provision 1.1 C. of the Plumbing Rules and Regulations, we are required to adopt these codes.

#### ATTACHMENTS:

Exhibit A: Proposed ordinance.

#### **Design Review Board Recommendation:**

The Design Review Board reviewed this application at their regular meeting on April 4, 2024, and unanimously recommended approval of the application to the Town Council.

#### **Staff Recommendation:**

Staff recommends the Town Council approve the CDC Amendment as proposed.

#### **Proposed Motion:**

Staff recommends approval and has provided the suggested motion below.

#### Approval:

I move to approve an Ordinance on second reading approving an amended CDC Section 17.7.17, based on the evidence provided in the staff memo of record dated April 16, 2024, and the findings of this meeting.

#### ORDINANCE NO. 2024-

# AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO ADOPTING BY REFERENCE THE 2021 EDITION OF THE INTERNATIONAL PLUMBING CODE WITH CERTAIN AMENDMENTS THERETO AND REPEALING AND REENACTING SECTION 17.7.17 OF THE MOUNTAIN VILLAGE MUNICIPAL CODE ACCORDINGLY

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

WHEREAS, the Town has previously adopted by reference the 2018 edition of the International Plumbing Code ("IPC"), which serves as one of the building codes for the Town as set forth in Chapter 17.7 of the Mountain Village Municipal Code ("Code"); and

WHERAS, pursuant to C.R.S. § 12-155-106, the Colorado State Plumbing Board has adopted the 2021 edition of the IPC ("2021 IPC"), with amendments, as set forth in 3 CCR 720-1; and

WHEREAS, pursuant to 3 CCR 720-1 § 1.1(C), the Town is required to adopt and adhere to the minimum standards for plumbing work adopted by the Colorado State Plumbing Board; and

WHEREAS, to comply with state law and promote the health, safety, and welfare of Town residents, the Town's Building Department has recommended that the Town adopt the 2021 IPC; and

WHEREAS, Town staff have reviewed the 2021 IPC in light of the Town's unique physical setting and development needs and determined that the amendments set forth herein will ensure efficient administration and enforcement of the IPC; and

WHEREAS, on \_\_\_\_\_\_, 2024, the Town Council held a duly noticed public hearing concerning the adoption of the 2021 IPC in accordance with C.R.S. § 31-16-206; and

WHEREAS, the Town Council finds and determines that it is in the best interests of the Town and its residents to adopt by reference the 2021 IPC, as amended and set forth herein, and amend the Code accordingly.

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

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

<u>Section 2. Adoption by Reference</u>. Except as provided in the following sections, the Town Council hereby adopts by reference the 2021 IPC, and any appendices thereto, promulgated and published as such by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478. In lieu of full publication of the foregoing, a true and correct copy of the 2021 IPC shall be available for inspection at the office of the Town Clerk.

<u>Section 3. Repeal and Reenactment</u>. The Town Council hereby repeals Section 17.7.17 of the Code in its entirety and replaces it to read as set forth in <u>Exhibit A</u>, attached hereto and incorporated by reference herein.

Section 4. Severability. If any portion of this Ordinance is found to be void or ineffective, it shall be deemed severed from this Ordinance and the remaining provisions shall remain valid and in full force and effect. Section 5. Repeal. Any ordinance of the Town or part thereof whose provisions are in conflict with this Ordinance is hereby repealed; provided, however, this Ordinance shall not affect the prosecution of any violation of the 2018 edition of the IPC that occurred prior to the effective date of this Ordinance. Section 6. Safety Clause. The Town Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. Section 7. Effective Date. This Ordinance shall become effective on , 2024, and shall be recorded in the official records of the Town kept for that purpose and shall be authenticated by the signatures of the Mayor and the Town Clerk. Section 8. Public Hearing. A public hearing on this Ordinance was held on the \_\_\_\_ day of \_\_\_\_\_\_, 2024, in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado 81435. Section 9. Publication. The Town Clerk or Deputy Town Clerk shall post and publish notice of this Ordinance as required by Article V, Section 5.9 of the Charter. INTRODUCED, READ, AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 25th day of April, 2024. **TOWN OF MOUNTAIN VILLAGE:** TOWN OF MOUNTAIN VILLAGE, COLORADO, A HOME-RULE MUNICIPALITY By: \_\_\_\_\_ Martinique Prohaska, Mayor ATTEST: Susan Johnston, Town Clerk HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village,

#### **TOWN OF MOUNTAIN VILLAGE:**

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

Martinique Prohaska, Mayor

<ol> <li>The attached copy of Ordinance No. 202</li> <li>The Ordinance was introduced, read by</li> </ol>				
the Town Council the Town ("Council"	) at a regular meeti	ng held at	Town Hall,	455 Mountain Vil
Blvd., Mountain Village, Colorado, on	, 2024	, by the at	firmative vo	ote of a quorum of
Town Council as follows:				
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Council Member Name	"Yes"	"No"	Absent	Abstain
Martinique Prohaska, Mayor				
Scott Pearson, Mayor Pro-Tem				
Harvey Mogenson				
Peter Duprey				
Jack Gilbride				
Tucker Magid				
Huascar Gomez				
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#### Exhibit A

- A. *Adoption*. The Town of Mountain Village hereby adopts and incorporates herein by reference as the Plumbing Code of the Town, the International Plumbing Code, 2021 Edition ("IPC") as published by the International Code Council, Inc. 4051 West Flossmoor Road, Country Club Hills, IL 60478.
- B. Amendments, Additions, and Modifications. The IPC is hereby amended as follows:

Section 101. Section 101 of the IPC is hereby amended as follows:

- 1. Section 101.1, Title. "These regulations shall be known as the Town of Mountain Village Plumbing Code, hereinafter referred to as "this code" or the "IPC."
- 2. Section 101.2 Scope. Delete the following exception in entirety: "Exception: Detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures shall comply with the International Residential Code."
- 3. Section 103.1, General. Section 103.1 is hereby amended to read: "Section 103.1 Creation of Agency. The Town of Mountain Village Building Department is hereby charged with enforcing the IPC, and the official in charge thereof shall be known as the code official."
- 4. Section 103.2, Appointment. Section 103.2 is hereby deleted in its entirety due to the administrative provisions set forth herein.
- 5. Section A103.3, Deputies. Section 103.3 is hereby deleted in its entirety due to the administrative provisions set forth herein.
- 6. Section 109.2 Fee schedule. Delete and replace with: "All fees shall be per the Planning and Development Services Fee Schedule."
- 7. Section 107.2 Inspections and Testing. Amend by inserting under item 2, "gas pipe shall be tested with 15 PSI for 20 minutes. A category 3 or 4 appliance exhaust vent shall be tested at 5 PSI for 15 minutes."
- 8. Section 113 Means of Appeal Board of Appeals: Delete and replace with section 17.7.8 of the Building Regulations.
- 9. Section 305.4.1 Sewer Depth. Delete and replace with: "Private sewage disposal systems are prohibited in the Town. Building sewers shall be a minimum of 6 feet below grade."
- 10. Section 312.5 Water Supply system test. Amend by deleting the sentence "for piping systems other than plastic," delete "50 PSI" and insert "60 PSI."

- 11. Section 502.5 Clearances for maintenance and replacement. Shall be amended to read, "Appliances shall be provided with access for inspection, service, repair and replacement without disabling the function of a fire-resistance-rated assembly or removing permanent construction, other appliances or any other piping or ducts not connected to the appliance being inspected, serviced, repaired or replaced. A level working space not less than 36" in length, 30 inches in width and 48" in height shall be provided in front of the control side to service an appliance."
- 12. Section 606.2 Location of shutoff valves. Amend by inserting, 1. On the fixture supply to each plumbing fixture other than "wall hung sinks", bathtubs and showers.
- 13. Section 607.2 Hot or tempered water supply to fixtures. Shall be amended to read, "The developed length of hot or tempered water piping, from the source of hot water to the fixtures that require hot or tempered water, shall not exceed 200 feet where minimum of R-3 insulation is installed to insulate the piping. Recirculating system piping and heat-traced piping shall be sources of hot or tempered water." Appendix E, Sizing of Water Piping. Adopt entire Appendix E.
- 14. Appendix F, Structural Safety. Adopt entire Appendix F.



## COMMUNITY DEVELOPMENT DEPARTMENT

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

Agenda Item # 10b

**TO:** Mountain Village Town Council

**FROM:** Lars Forsythe, Chief Building Official

FOR: Mountain Village Town Council Public Hearing; May 16, 2024

**DATE:** May 14, 2024

RE: Staff Memo- Building Code Amendment of Section 17.7.14, Pursuant to Section 17.1.7

of the Community Development Code

#### **APPLICATION OVERVIEW**: Building Code Amendment

In April 2023, the State of Colorado, under the Department of Regulatory Agencies, State Plumbing Board, Plumbing Rules and Regulations 3 CFR 720-1, adopted the 2021 International Fuel Gas Code (IFGC) as their model code. The Town of Mountain Village Building Division performs plumbing inspections for the State of Colorado, and under provision 1.1 C. of the Plumbing Rules and Regulations, we are required to adopt these codes.

#### ATTACHMENTS:

Exhibit A: Proposed ordinance.

#### **Design Review Board Recommendation:**

The Design Review Board reviewed this application at their regular meeting on April 4, 2024, and unanimously recommended approval of the application to the Town Council.

#### Staff Recommendation:

Staff recommends the Town Council approve the CDC Amendment as proposed.

#### **Proposed Motion:**

Staff recommends approval and has provided the suggested motion below.

#### Approval:

I move to approve an Ordinance on second reading approving an amended CDC Section 17.7.14, based on the evidence provided in the staff memo of record dated April 16, 2024, and the findings of this meeting.

#### ORDINANCE NO. 2024-

# AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO ADOPTING BY REFERENCE THE 2021 EDITION OF THE INTERNATIONAL FUEL GAS CODE WITH CERTAIN AMENDMENTS THERETO AND REPEALING AND REENACTING SECTION 17.7.14 OF THE MOUNTAIN VILLAGE MUNICIPAL CODE ACCORDINGLY

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

WHEREAS, the Town has previously adopted by reference the 2018 edition of the International Fuel Gas Code ("IFGC"), which serves as one of the building codes for the Town as set forth in Chapter 17.7 of the Mountain Village Municipal Code ("Code"); and

WHERAS, pursuant to C.R.S. § 12-155-106, the Colorado State Plumbing Board has adopted the 2021 edition of the IFGC ("2021 IFGC"), with amendments, as set forth in 3 CCR 720-1; and

WHEREAS, pursuant to 3 CCR 720-1 § 1.1(C), the Town is required to adopt and adhere to the minimum standards for plumbing work adopted by the Colorado State Plumbing Board; and

WHEREAS, to comply with state law and promote the health, safety, and welfare of Town residents, the Town's Building Department has recommended that the Town adopt the 2021 IFGC; and

WHEREAS, Town staff have reviewed the 2021 IFGC in light of the Town's unique physical setting and development needs and determined that the amendments set forth herein will ensure efficient administration and enforcement of the IFGC; and

WHEREAS, on \_\_\_\_\_\_, 2024, the Town Council held a duly noticed public hearing concerning the adoption of the 2021 IFGC in accordance with C.R.S. § 31-16-206; and

WHEREAS, the Town Council finds and determines that it is in the best interests of the Town and its residents to adopt by reference the 2021 IFGC, as amended and set forth herein, and amend the Code accordingly.

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

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

Section 2. Adoption by Reference. Except as provided in the following sections, the Town Council hereby adopts by reference the 2021 IFGC, and any appendices thereto, promulgated and published as such by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478. In lieu of full publication of the foregoing, a true and correct copy of the 2021 IFGC shall be available for inspection at the office of the Town Clerk.

<u>Section 3. Repeal and Reenactment</u>. The Town Council hereby repeals Section 17.7.14 of the Code in its entirety and replaces it to read as set forth in <u>Exhibit A</u>, attached hereto and incorporated by reference herein.

Section 4. Severability. If any portion of this Ordinance is found to be void or ineffective, it shall be deemed severed from this Ordinance and the remaining provisions shall remain valid and in full force and effect. Section 5. Repeal. Any ordinance of the Town or part thereof whose provisions are in conflict with this Ordinance is hereby repealed; provided, however, this Ordinance shall not affect the prosecution of any violation of the 2018 edition of the IFGC that occurred prior to the effective date of this Ordinance. Section 6. Safety Clause. The Town Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. Section 7. Effective Date. This Ordinance shall become effective on , 2024, and shall be recorded in the official records of the Town kept for that purpose and shall be authenticated by the signatures of the Mayor and the Town Clerk. Section 8. Public Hearing. A public hearing on this Ordinance was held on the \_\_\_\_ day of \_\_\_\_\_\_, 2024, in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado 81435. Section 9. Publication. The Town Clerk or Deputy Town Clerk shall post and publish notice of this Ordinance as required by Article V, Section 5.9 of the Charter. INTRODUCED, READ, AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 25th day of April, 2024. **TOWN OF MOUNTAIN VILLAGE:** TOWN OF MOUNTAIN VILLAGE, COLORADO, A HOME-RULE MUNICIPALITY By: \_\_\_\_\_ Martinique Prohaska, Mayor ATTEST: Susan Johnston, Town Clerk HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, 

### **TOWN OF MOUNTAIN VILLAGE:**

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

Martinique Prohaska, Mayor

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#### Exhibit A

- A. *Adoption*. The Town of Mountain Village hereby adopts and incorporates herein by reference as the Fuel Gas Code of the Town, the International Fuel Gas Code, 2021 Edition ("IFGC") as published by the International Code Council, Inc. 4051 West Flossmoor Road, Country Club Hills, IL 60478.
- B. Amendments, Additions, and Modifications. The IFGC is hereby amended as follows:

Section 101. Section 101 of the IFGC is hereby amended as follows:

- 1. "Section 101.1, Title. "These regulations shall be known as the Town of Mountain Village Fuel Gas Code, hereinafter referred to as "this code" or the "IFGC."
- 2. Section 101.2 Scope. Delete the following exception in entirety: "Exception: Detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures shall comply with the International Residential Code."
- 3. Section 103.1, General. Section 103.1 is hereby amended to read: "Section 103.1 Creation of Agency. The Town of Mountain Village Building Department is hereby charged with enforcing the IFGC, and the official in charge thereof shall be known as the code official."
- 4. Section 103.2, Appointment. Section 103.2 is hereby deleted in its entirety due to the administrative provisions set forth herein.
- 5. Section A103.3, Deputies. Section 103.3 is hereby deleted in its entirety due to the administrative provisions set forth herein.
- 6. Section 109.2 Fee schedule. Delete and replace with: "All fees shall be per the Planning and Development Services Fee Schedule."
- 7. Section 107.2 Inspections and Testing. Amend by inserting under item 2, "gas pipe shall be tested with 15 PSI for 20 minutes. A category 3 or 4 appliance exhaust vent shall be tested at 5 PSI for 15 minutes."
- 8. Section 113 Means of Appeal. Board of Appeals: Delete and replace with section 17.7.8 of the Building Regulations.
- 9. Section 406.4.1 Test pressure. Amend by inserting, "The test pressure for gas piping shall be 15 PSI air for 20 minutes minimum." Where the design gas pressure inside the building is greater than 5PSI the pipe shall be welded and tested at 60 PSI for 20 minutes. Category 3 and 4 appliance exhaust pipes shall be tested at 5 pounds for 15 minutes."
- 10. Insert new "Section 409.5.4 Gas Fireplace in Sleeping Room Areas. A timer, or permanent thermostat shall be provided to control the main burner operation, shall have a

maximum operating time of 1 hour and a maximum temperature setting of 85 degrees Fahrenheit. The control for the timer or thermostat shall be in the same room as the gas fireplace."

- 11. Insert new "Section 623.3.1 Exhaust Discharge. Domestic cooking exhaust equipment shall discharge to outdoors through a duct. The duct shall have a smooth interior surface, shall be airtight, shall be equipped with a backdraft damper, and shall be independent of all other exhaust systems. Ducts serving domestic cooking equipment shall not terminate in an attic or crawl space or areas inside the building."
- 12. Appendix A, Sizing and Capacities of Gas Piping. Appendix A is a reference standard hereby adopted into the 2021 IFGC.
- 13. Appendix C, Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems. Appendix C is a reference standard hereby adopted into the 2021 IFGC.



# COMMUNITY DEVELOPMENT DEPARTMENT

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

Agenda Item # 10c

**TO:** Mountain Village Town Council

**FROM:** Lars Forsythe, Chief Building Official

FOR: Mountain Village Town Council Public Hearing; April 25, 2024

**DATE:** May 14, 2024

RE: Staff Memo- Building Code Amendment of Section 17.7.12, Pursuant to Section 17.1.7

of the Community Development Code

#### **APPLICATION OVERVIEW**: Building Code Amendment

Colorado Revised Statute 31-15-602 requires municipalities to adopt both the 2021 International Energy Conservation Code (IECC) and the model electric ready and solar ready code any time another code is adopted. The Town of Mountain Village is in the process to adopt the 2021 International Plumbing Code and the 2021 International Fuel Gas Code.

#### **ATTACHMENTS:**

Exhibit A: Proposed ordinance.

#### **Design Review Board Recommendation:**

The Design Review Board reviewed this application at their regular meeting on April 4, 2024, and unanimously recommended approval of the application to the Town Council.

#### **Staff Recommendation:**

Staff recommends the Town Council approve the CDC Amendment as proposed.

#### **Proposed Motion:**

Staff recommends approval and has provided the suggested motion below.

#### Approval:

I move to approve an Ordinance on second reading approving an amended CDC Section 17.7.12, based on the evidence provided in the staff memo of record dated April 16, 2024, and the findings of this meeting.

#### ORDINANCE NO. 2024-

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO ADOPTING BY REFERENCE THE 2021 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION AND THE COLORADO MODEL ELECTRIC READY AND SOLAR READY CODE WITH CERTAIN AMENDMENTS THERETO AND REPEALING AND REENACTING SECTION 17.7.12 OF THE MOUNTAIN VILLAGE MUNICIPAL CODE ACCORDINGLY

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

WHEREAS, the Town has previously adopted by reference the 2018 edition of the International Code ("IECC"), which serves as one of the building codes for the Town as set forth in Chapter 17.7 of the Mountain Village Municipal Code ("Code"); and

WHERAS, pursuant to C.R.S. § 31-15-602 [3.5], the Town is required to adopt and enforce an energy code that achieves equivalent or better energy performance than the 2021 IECC and the model electric ready and solar ready code; and

WHEREAS, to comply with state law and promote the health, safety, and welfare of Town residents, the Town's Building Department has recommended that the Town adopt the 2021 IECC and the model electric ready and solar ready code; and

WHEREAS, Town staff have reviewed the 2021 IECC and the model electric ready and solar ready code; in light of the Town's unique physical setting and development needs and determined that the amendments set forth herein will ensure efficient administration and enforcement of the IECC and the model electric ready and solar ready code; and

WHEREAS, on \_\_\_\_\_\_, 2024, the Town Council held a duly noticed public hearing concerning the adoption of the 2021 IECC in accordance with C.R.S. § 31-16-206; and

WHEREAS, the Town Council finds and determines that it is in the best interests of the Town and its residents to adopt by reference the 2021 IECC, as amended and set forth herein, and the model electric ready and solar ready code, and amend the Code accordingly.

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

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

Section 2. Adoption by Reference. Except as provided in the following sections, the Town Council hereby adopts by reference the 2021 IECC, and any appendices thereto, promulgated and published as such by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478. In lieu of full publication of the foregoing, a true and correct copy of the 2021 IECC and the model electric ready and solar ready code shall be available for inspection at the office of the Town Clerk.

<u>Section 3. Repeal and Reenactment</u>. The Town Council hereby repeals Section 17.7.12 of the Code in its entirety and replaces it to read as set forth in <u>Exhibit A</u>, attached hereto and incorporated by reference herein.

Section 4. Severability. If any portion of this Ordinance is found to be void or ineffective, it shall be deemed severed from this Ordinance and the remaining provisions shall remain valid and in full force and effect. Section 5. Repeal. Any ordinance of the Town or part thereof whose provisions are in conflict with this Ordinance is hereby repealed; provided, however, this Ordinance shall not affect the prosecution of any violation of the 2018 edition of the IECC that occurred prior to the effective date of this Ordinance. Section 6. Safety Clause. The Town Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained. Section 7. Effective Date. This Ordinance shall become effective on , 2024, and shall be recorded in the official records of the Town kept for that purpose and shall be authenticated by the signatures of the Mayor and the Town Clerk. Section 8. Public Hearing. A public hearing on this Ordinance was held on the \_\_\_\_ day of \_\_\_\_\_\_, 2024, in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado 81435. Section 9. Publication. The Town Clerk or Deputy Town Clerk shall post and publish notice of this Ordinance as required by Article V, Section 5.9 of the Charter. INTRODUCED, READ, AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 25th day of April, 2024. **TOWN OF MOUNTAIN VILLAGE:** TOWN OF MOUNTAIN VILLAGE, COLORADO, A HOME-RULE MUNICIPALITY By: \_\_\_\_\_ Martinique Prohaska, Mayor ATTEST: Susan Johnston, Town Clerk HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, 

### **TOWN OF MOUNTAIN VILLAGE:**

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

Martinique Prohaska, Mayor

, 2024,	"No"	Absent  Ce of the pub	Abstain  Abstain  Olic hearing, containers of the great term of th
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#### Exhibit A

- A. *Adoption*. The Town of Mountain Village hereby adopts and incorporates herein by reference as the Energy Conservation Code of the Town, the International Energy Conservation Code, 2021 Edition ("IECC") as published by the International Code Council, Inc. 4051 West Flossmoor Road, Country Club Hills, IL 60478 and the model electric ready and solar ready code on file at the Town of Mountain Village, 455 Mountain Village Blvd., Suite A, Mountain Village, CO 81435;
- B. Amendments, Additions, and Modifications. The IECC is hereby amended as follows:

Section C101. Section C101 of the IECC is hereby amended as follows:

- 1. Section C101.1, Title. This Code shall be known as the International Energy Conservation Code of the Town of Mountain Village and shall be cited as "this code" or the "IECC" and the Colorado Model Electric Ready and Solar Ready Code."
- 2. Section C101.5.2, Scope and General Requirements. Add Section C101.5.2 to read: "Section C101.5.2 Creation of Agency. The Town of Mountain Village Building Department is hereby charged with enforcing the IECC, and the official in charge thereof shall be known as the code official."
- 3. Section C104.2 Fee schedule. Delete and replace with: "All fees shall be per the Planning and Development Services Fee Schedule."

Section R101. Section R101 of the IECC is hereby amended as follows:

- 1. Section R101.1, Title. This Code shall be known as the International Energy Conservation Code of the Town of Mountain Village and shall be cited as "this code" or the "IECC" and the Colorado Model Electric Ready and Solar Ready Code."
- 2. Section R101.5.2, Scope and General Requirements. Add Section C101.5.2 to read: "Section C101.5.2 Creation of Agency. The Town of Mountain Village Building Department is hereby charged with enforcing the IECC, and the official in charge thereof shall be known as the code official."
- 3. Section R104.2 Fee schedule. Delete and replace with: "All fees shall be per the Planning and Development Services Fee Schedule."

Section R401. Section R401 of the IECC is hereby amended as follows:

- 1. Section R401.2 Applications. Delete and replace with: "Residential Buildings shall comply with Section 401.2.1."
- 2. Section R401.2.1 Prescriptive Compliance Option. Delete and replace with: "R401.2.1 Local Energy Saving Measures."

- a. *Scope*. The following requirements apply to all new residential construction, remodels, or additions, including without limitation single-family dwellings, multifamily dwellings, and mixed-use developments.
- b. *Mandatory Requirements*. All projects shall comply with the local energy savings measures as set forth herein.
- c. HERS Ratings.
- i. All new detached single-family or detached condominium dwellings shall achieve one of the following Home Energy Rating System ("HERS") ratings prior to the issuance of a building permit based on the gross floor area of the home. A prescriptive method may be used for homes 3,600 square feet or less with no HERS verification prior to a Certificate of Occupancy. The prescriptive or performance (HERS) method shall be confirmed prior to issuing a building permit. Performance methods must meet the follow HERS ratings outlined below.
- (a) 3,601 sq. ft. to 7,000 sq. ft.: HERS rating of 60 or lower.
- (b) 7,001 to 13,000 sq. ft.: HERS rating of 55 or lower
- (c) 13,001 feet and larger: HERS rating of 50 or below.

A confirmed HERS rating is required at or before CO. Where no exterior snowmelt is included on the project either electrical or gas, the lowest required HERS rating shall be 60.

- d. *Smart Building Program*. (Ordinance 2015-02) The intent of the Smart Building Program ("Program") is to reduce the amount of energy and greenhouse gas emissions produced in the community through the promotion of energy efficient designs and building practices.
- i. The following incentives are provided to accomplish the intent of the Program:
- (a) Renewable Energy. A renewable energy 20% building permit fee discount shall be provided when (1) there is no exterior energy use; and (2) at least 20% of the estimated energy use is offset by a renewable energy source.
- (b) *Roof Design*. Roofs are designed to function in this climate without the need for snowmelt systems and with snow and ice fall safety measures (protected entries) Roofs free of snowmelt systems are eligible for a 20% building permit fee discount. This would apply to new buildings and additions only (the rebate only applies to the portion of the permit that includes new square footage), and designs that meet this requirement must be approved by the Building Official.
- (c) Exterior Energy Use: Buildings designed with no exterior energy use elements other than lighting are eligible for an additional 15% building permit fee

discount. When this rebate is awarded, a covenant shall be recorded for the property with the Town, acknowledging the acceptance of the owner's forfeit of right to install any exterior energy use items after obtaining the CO for a period of fifty years. If during this period after CO it is found that exterior energy use items are desired by the owner and installed, the awarded rebate pertaining to exterior energy use shall be returned to Mountain Village per the terms of the agreement.

(d) Interior Energy Use HERS Rating: Buildings designed with a HERS rating below 50 are eligible for a building permit fee discount. The discount calculation begins at a HERS rating of 50. A new building with a HERS rating of 50 would pay 100% of the building permit fee. The building permit fee would be reduced proportionately with the percentage reduction in the HERS rating. For instance, a HERS score of 25 is a 50% reduction in the building permit fee. A HERS score of 53 would result in a 100% building permit fee discount. HERS ratings can be lowered by either on-site or off-she solar photovoltaic systems.

These four (4) owner incentives can be used collectively toward a building permit fee discount. Maximum collective building permit fee discount available with the Program efficient home design is 100% of the building permit fee.

- ii. Exterior Energy Use. The IECC or accepted performance compliance methods do not address exterior energy use. However, it is the intent of the Program to include all energy use on site in the evaluation of the building's performance regarding energy use. Therefore, the energy required of exterior snowmelt systems, as well as site-built pools and spas must also be offset with renewable energy via the Offset Program (see below).
- iii. *Program Scope*. The Program shall apply to site built outdoor, spas, pools and all exterior energy used for snowmelt.
- iv. Snowmelt.
- (a) All snowmelt systems on the property shall be offset via the Renewable Energy Mitigation Program (REMP) except for:
- (i) Single-family Development: 1,000 square feet of exempt hydronic snow melt that shall be allowed without mitigation located only on the main drive and/or code required exit walkways, decks, stairs and landings.
- (ii) Multifamily, Mixed Use and Commercial Development:
- 1,000 sq. ft. plus 50 square feet per dwelling unit of exempt hydronic snow melt that shall be allowed without mitigation located only on the main drive(s) decks, amenity areas and/or code required exit walkways, stairs and landings.
- (iii) Attached single-family units reviewed from the IRC (Duplex and Townhomes). 500 square foot of exempt per dwelling unit hydronic snowmelt

shall be allowed without mitigation located only on the main drive and/or code required exit walkways, decks stairs and landings.

- (iv) Pedestrian routes and plaza areas in the Village Center and other public use areas.
- (v) Pool deck areas for multifamily or mixed-use hotbed development sites as envisioned in the Comprehensive Plan.
- v. Spas. Factory built spas (hot tubs) that are in compliance with the current California Energy Commission requirements in section 1604 of title 20 and have a maximum standby energy use of 205 watts per hour are exempt. Spa energy uses above 205 watts per hour adjusted for local climatic conditions are included in renewable energy mitigation offset requirements. Proof that the site-built spa meets this requirement may be provided by a Town engineering consultant, if needed, and will be at the expense of the owner. The owner of said property shall have the option of providing energy from a Town approved renewable energy system, or making payment in lieu, or a combination of both, in order to offset energy used by exterior energy use equipment with renewable energy sources.
- vi. *Exterior Pools*. Exterior heated swimming pools must prove compliance with the currently adopted Energy Codes. The Council may waive the need to offset exterior pool heating for projects that are envisioned in the Comprehensive Plan or may use a portion of the project revenues to pay for part of or all the energy offset.
- vii. *Heated Garages*. Heated garages must prove compliance with the currently adopted Energy Codes. This can be accomplished with a free program known as RES-Check. The garage would be included in the Res-Check calculation with the heated home. The blower door test required as per R402.4.1.2 shall apply only to the homes habitable space and the air sealing for the garage shall be visually inspected.
- viii. Exterior Energy Use Calculation. The total exterior energy use that must be offset with renewable energy, or payment made as a payment in-lieu as allowed in these regulations, will be calculated by the Town Building Official using the Build Smart Exterior Energy Calculation Spreadsheet ("Spreadsheet") (Appendix 17-2). The Spreadsheet calculations were developed using the standard amount of energy used by the exterior systems and adjusted for local climatic conditions. Alternate and creative engineering solutions to reduce exterior energy use are encouraged and may be accepted as an offset method, when approved by the Building Official. The Spreadsheet will be updated regularly according to market fluctuations and may be amended and adopted by the annual Fee Resolution.
- iv. Renewable Energy Credit Calculation. Renewable mitigation offsets may be produced on-site or off-site and must be approved by the Town. On site renewable energy methods receive double credit for offset purposes. For example, if a town

approved renewable energy source such as solar, geothermal heat pump, etc. installed on site produces 4KW then it will get credit for offsetting 8KW of exterior energy use. As new technology or other offsite renewable energy projects come on-line, they may also be considered as approved systems by the Building Official. Where the necessary amount of renewable energy is unattainable on-site, a combination of renewable energy methods may be used.

- v. Payment In-lieu. The Town has the resources and ability to install renewable energy systems on public property or invest in offsite renewable energy systems that will offset exterior energy used in the community. If preferred by the property owner, the Town may accept payment from the owner of the affected property, in lieu of providing energy produced by a Town approved renewable energy system, Or, the Town may accept partial payment in lieu from the affected property owner that provides only partial energy produced by a Town approved on-site or off-site renewable energy mitigation system. The owner shall make payment prior to receiving the building permit. The payment in lieu shall be calculated using the Spreadsheet.
- vi. *Approved Renewable Energy Systems*. All renewable energy systems proposed as part of the Build Smart Renewable Mitigation Program must be approved in advance by the Building Official. An engineering analysis may be required for calculating the renewable energy mitigation credit produced by an on or off site system. Review of the system by a Town engineering consultant, if needed, will be at the expense of the owner.
- (a) On-site renewable energy systems provided to offset exterior energy use will be required to be maintained and operated for the lifetime of the property, through a written agreement with the property owner and a covenant on the property.
- (b) Off-site renewable mitigation shall only be approved by the Building Official if, through a written agreement: (1) the system is legally tied to the property using exterior energy use with the inability to transfer to another property; and (2) the Town can easily verify at any time the offsite renewable energy system continues to provide renewable energy as provided for herein, with no restrictions on the Town's ability to access renewable energy utility information.
- xii. *Shut-off Timers*. Exterior energy use such as outdoor firepits and exterior gas illumination fixtures shall be required to have timers with a maximum of 60 minutes and shall not have continuously burning pilots.
- viii. *Appropriation of funds*. All REMP payments in lieu received by the Town shall be deposited into a separate account with the Town to be used for energy reducing town projects and programs that benefit the community. Carbon reducing town projects and programs may be considered an appropriate use of REMP funds with Town Manager approval.

- e. *Engineered Heating Systems*. All detached single-family dwellings with equipment that meets the requirements for commissioning per sub-section N must have engineered heating systems. Where mechanical ventilation is required high efficiency energy recovery ventilators or heat recovery units shall be utilized for this purpose.
- f. *Direct Vent Furnace*. When the scope of the work of an addition to a dwelling or a remodel of a dwelling requires replacement of a furnace, the furnace shall be replaced with a direct vent unit that has a minimum 92 percent AFUE.
- g. *Direct Vent Boiler*. When the scope of the work of an addition to a dwelling or a remodel of a dwelling requires replacement of a boiler, the boiler shall be a direct vent unit that has a minimum 90 percent AFUE.
- h. *Fireplaces*. Fireplaces located in sleeping areas must have shut off timer with 90 minute maximum or thermostat setting maximum of 80 degrees. Wood burning fireplaces shall meet the Solid Fuel Burning Device Regulations.
- i. *Programmable Thermostats*. Programmable thermostats are required for forced air central heating and cooling systems.
- j. Automatic Exhaust Fan Switches. Timers, humidistats or motion sensors are required for bath exhaust fans.
- k. Local Insulation Requirements.
- i. Headers shall be insulated full open depth.
- ii. Framed corners must be capable of being insulated.
- iii. Shaft and knee walls for skylights shall be insulated as exterior walls and provided with adequate backing to support the insulation.
- 1. Range Hood Ducting. Range hoods are required and must be ducted to the exterior.
- m. *Mechanical Systems Commissioning and Completion Requirements.* Engineering and commissioning of the mechanical and hot water heating systems shall be required on all residential where any of the following apply:
- i. The equipment input rating exceeds 200,000 btu.
- ii. The heated water exceeds 210 deg. F
- iii. The heated water or water glycol storage capacity exceeds 120 gallons Prior to the approval of the final mechanical inspection, the registered design

professional shall provide evidence of mechanical systems commissioning and completion of the mechanical system installation to the Building Official.

- n. Systems Adjusting and Balancing. HVAC systems shall be balanced in accordance with generally accepted engineering standards. Air and water flow rates shall be measured and adjusted to deliver final flow rates within the tolerances provided in the product specifications.
- o. *Air Systems Balancing*. Each supply air outlet and zone terminal device shall be equipped with a means for air balancing in accordance with the International Mechanical Code. Discharge dampers are prohibited on constant volume fans and variable volume fans with motors of 10 hp (7.35 kW) and larger. Air systems shall be balanced in a manner to first minimize throttling losses then, for fans with system power of greater than 1 hp (735 W), fan speed shall be adjusted to meet design flow conditions.

Exception: Fans with fan motor horsepower of 1 hp (735 W) or less.

p. *Hydronic Systems*. Balancing. Individual hydronic heating and cooling coils /zones shall be equipped with means for balancing and measuring flow. Hydronic systems shall be proportionately balanced in a manner to first minimize throttling losses, then the pump impeller shall be trimmed, or pump speed shall be adjusted to meet design flow conditions. Each hydronic system shall have either the capability to measure pressure or temperature across the pump or shall have test ports at each side of each pump.

Exceptions: pumps with pump motors of 5 hp (3677 W) or less where throttling results in not greater than 5 percent of the nameplate horsepower draw above that required if the impeller were trimmed.

- q. Functional Performance Testing. Functional performance testing shall be in accordance with the requirements of this section.
- r. Equipment. Equipment functional performance testing shall demonstrate the installation and operation of components, systems, and system-to-system interfacing relationships in accordance with approved plans and specifications so that operation, function, and maintenance serviceability for each of the commissioned systems is confirmed. Testing shall include all specified modes of control and sequence of operation, including under full-load, part-load and all of the following emergency conditions:
- i. Each mode as described in the sequence of operation.
- ii. Redundant or automatic backup mode.
- iii. Performance of alarms.

- iv. Mode of operation upon a loss of power and restoration of power.
- s. *Controls*. HVAC control systems shall be tested to document that control devices, components, equipment, and systems are calibrated, adjusted and operated in accordance with the approved plans and specifications. Sequences of operation shall be functionally tested to document that they operate in accordance with the approved plans and specifications.
- t. *Economizers*. Air economizers shall undergo a functional test to determine that they operate in accordance with the manufacturer's specifications.
- u. *Acceptance*. Buildings, or portions thereof, shall not pass the final mechanical inspection until such time as the code official has received a final commissioning report from the design professional.
- v. *System Balancing Report*. A written report describing the activities and measurements completed shall be provided.
- w. *Final Commissioning Report*. A complete report, signed and sealed by the registered design professional, documenting that the mechanical and service water heating systems comply with the International Energy Conservation Code, the approved plans and manufacturer's specifications shall be provided to the Building Official.
- x. Site Built Spas and Pools. Site built pools and Spas shall be insulated equivalent to current California Energy compliant factory built hot tubs and spas or be offset by a Town approved renewable energy source. (Ord. No. 2023-03 §2).
- 3. Section R401.2.2 Total Building Performance Option. Delete in its entirety.
- 4. Section R401.2.3 Energy Rating Index Option. Delete in its entirety.
- 5. Section R401.2.4 Tropical Climate Region Option. Delete in its entirety.



# COMMUNITY DEVELOPMENT DEPARTMENT

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

Agenda Item # 11

TO: Telluride Town Council

**FROM:** Amy Ward, Community Development Director

**FOR:** May 16, 2024

**DATE:** May 10, 2024

**RE:** Second Reading and Public Hearing, Consideration of an Ordinance Amending

Section 17.3.10 of the Community Development Code regarding reference to the

Open Space Map

There are no changes from first reading

#### **ATTACHMENTS**

ATTACHMENT A: Proposed Ordinance ATTACHMENT B: Open Space Map

#### **OVERVIEW OF PROPOSED AMENDMENT**

The current CDC has a specific reference to the 2012 Open Space Map. This reference doesn't allow for changes as redevelopment and associated rezones happen. For instance, with the approval of the Four Seasons hotel on Lot 161CR there was an approval for an associated subdivision that would re-zone portions of the adjacent Town owned village center open space parcels. The 2012 map would not show this rezone and changes to the open space calculations pursuant to the rezone. The proposed amendment just removes any specific date from the language and instead references the "Open Space Map on record with the Town Clerk." This allows for planning staff to update the Open Space Map on record pursuant to any rezones and associated changes in open space calculations approved by the Town.

#### **PUBLIC COMMENT**

None received

#### **DESIGN REVIEW BOARD (DRB) RECOMMEND**ATION

The Design Review Board unanimously recommended approval of the Ordinance as presented at their April 4, 2024 meeting.

#### PROPOSED MOTION

I move to approve the second reading of an Ordinance Amending Section 17.3.10 of the Community Development Code regarding reference to the Open Space Map.

/aw

#### **EXHIBIT A**

#### ORDINANCE NO. 2024-\_\_

# AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO AMENDING SECTION 17.3.10 OF THE MOUNTAIN VILLAGE MUNICIPAL CODE CONCERNING THE OPEN SPACE MAP

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

WHEREAS, Section 17.3.10 of the Mountain Village Municipal Code ("Code") outlines the Town's platted open space requirements and refers to the "2012 Open Space Map"; and

WHERAS, the purpose of maintaining an Open Space Map is to depict all parcels within the Town zoned as Open Space and to aid Town Staff and the public in tracking replacement Open Space if and when such parcels are rezoned; and

WHEREAS, although the Open Space Map is used as a point of reference in conjunction with the relevant provisions of the Code, in order to avoid confusion, the Town desires to update references to the Open Space Map to the most recent version and authorize Town Staff to continue to update the map as needed, from time to time; and

WHEREAS, the Town Council desires to amend the Code accordingly, as set forth below.

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

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

<u>Section 2. Amendment</u>. The Town Council hereby amends Section 17.3.10 of the Code as set forth in Exhibit A, attached hereto. For reference only, a copy of the most recent Open Space Map is attached hereto as Exhibit B. The Town Council hereby authorizes Town Staff to update the Open Space Map as needed, from time to time.

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

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

<u>Section 6. Public Hearing</u>. A public hearing on this Ordinance was held on the \_\_\_ day of \_\_\_\_\_, 2024, in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado 81435.

required by Article V, Section 5.9 of the Charter.	
INTRODUCED, READ, AND REFERRED Mountain Village, Colorado on the day of	to public hearing before the Town Council of the Town of, 2024.
TOWN OF MOUNTAIN VILLAGE:	TOWN OF MOUNTAIN VILLAGE, COLORADO, A HOME-RULE MUNICIPALITY
ATTEST:	By: Martinique Prohaska, Mayor
Susan Johnston, Town Clerk	
HEARD AND FINALLY ADOPTED by the T, 2024.	Town Council of the Town of Mountain Village, Colorado this
TOWN OF MOUNTAIN VILLAGE:	TOWN OF MOUNTAIN VILLAGE, COLORADO, A HOME-RULE MUNICIPALITY
	By: Martinique Prohaska, Mayor
ATTEST:	
Susan Johnston, Town Clerk	
Approved as to Form:	
David McConaughy, Town Attorney	

Section 6. Publication. The Town Clerk or Deputy Town Clerk shall post and publish notice of this Ordinance as

		of the Tov	vn of Moun	tain Village, Colorado
1. The attached copy of Ordinance No. 2024("Or	dinance")	is a true,	correct, and	complete copy thereof.
2. The Ordinance was introduced, read by title, appr the Town Council the Town ("Council") at a regu Blvd., Mountain Village, Colorado, on Town Council as follows:	ılar meetir	ng held at	Town Hall,	455 Mountain Village
Council Member Name	"Yes"	"No"	Absent	Abstain
Martinique Prohaska, Mayor				
Scott Pearson, Mayor Pro-Tem				
Harvey Mogenson				
Peter Duprey				
Jack Gilbride				
Tucker Magid				
Huascar Gomez				
<ul><li>4. A public hearing on the Ordinance was held by Council held at Town Hall, 455 Mountain Village 2024. At the public hearing, the Ordinance w</li></ul>	Blvd., Mo	untain Vil	lage, Colora	ido, on,
amendment by the Town Council, by the affirmat				
amendment by the Town Council, by the affirmat  Council Member Name				
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Council Member Name Martinique Prohaska, Mayor Scott Pearson, Mayor Pro-Tem Harvey Mogenson Peter Duprey Jack Gilbride Tucker Magid	"Yes"	"No"  e Town see Town.	Absent  Absent  eal, attested	Abstain  by me as Town Clerk,


#### Exhibit A

#### 17.3.10 Platted Open Space Requirements

- A. *Preservation as to Acreage and General Location*. Active and passive open space shall be preserved as to acreage and general location as depicted on the 2012 Open Space Map, which shall be maintained by the Town Clerk and may be updated by Town staff time to time and documented in the associated open space table as recorded at Reception Numbers 426871, 426872, and 426873 ("2012 Open Space Map").
- B. Open Space Percentage Requirement. Active and passive open space within the Original PUD Boundary as depicted on the 2012 Open Space Map shall not be less than sixty percent (60%) of the total acreage within the Original PUD Boundary, excluding village core open space unless such open space has otherwise been provided as Replacement Open Space as provided for in Section 1.5.
- C. *Prohibition on Rezoning of Passive Open Space*. Passive open space within the Original PUD Boundary as shown on the 2012 Open Space Map shall be maintained and shall not be rezoned, nor shall the acreage of such passive open space be reduced below 151.3 acres.
- D. Rezoning of Active Open Space Permitted. Active open Space as depicted on the 2012 Open Space Map may be rezoned and replatted as envisioned in the Comprehensive Plan provided:
  - 2. The active open space to be rezoned or replatted is replaced by an equal amount of acreage that is not depicted as such on the 2012-Open Space Map, with such replacement acreage to be zoned as active open space ("Replacement Open Space");
  - 4. The Replacement Open Space is located within any subarea plan as depicted on the 2012-Open Space Map, or Lot 420 subject to compliance with the provisions of section I below, in which case the Replacement Open Space shall be deemed to be in the same general location as the active open space parcels that have been rezoned and replatted for resort development purposes; and,
- E. *Village Core Replacement Open Space*. Village core open Space as depicted on the 2012 Open Space Map may be used as Replacement Open Space within the Mountain Village Center Subarea Plan provided:
  - 2. The 2012 Open Space Map is amended shall be updated by Town staff to depict the Replacement Open Space.

## Exhibit B

## [OPEN SPACE MAP]





# PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

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

#### Agenda Item No. 12

**TO:** Mountain Village Town Council

**FROM:** Amy Ward, Community Development Director and Rodney Walters, Town Forester

FOR: Meeting of May 16, 2024

**DATE:** May 7, 2024

**RE:** First Reading, Consideration of an Ordinance and Setting of a Public Hearing

regarding Community Development Code Amendments of CDC Section 17.6.1 Environmental Regulations and 17.8.1 Definitions, regarding fire mitigation

#### **BACKGROUND**

Statewide, concerns over the potential for wildfire have increased considerably in recent history. The Town of Mountain Village is fortunate to be surrounded by amazing, beautiful forest, and though this is of benefit to our residents, visitors and our environment, it also comes with associated potential risks to our homes, infrastructure and residents. Mitigating these risks can be best achieved by following evidence based practices to reduce fuel around our homes. After a preliminary work session with Council in March of 2024, staff understood that Council was generally in favor of making updates to the CDC regarding our required fire mitigation regulations. This proposed CDC Amendment updates the Town's required fire mitigation standards to better meet best management practices. Changes are based on both State and National standards. Additionally, there has been some added language that better clarifies the Town Forester's role in administering the code.

#### **ATTACHMENT**

- Attachment A Proposed Ordinance
  - Exhibit A Proposed Redline CDC Amendment. Deletions are shown in strikethrough and additions are shown in <u>bold and underlined.</u>

#### PROPOSED CHANGE STAFF COMMENTS:

#### 17.6.1.A.3 General standards

a.i-iv. Changes in this section just clarify and give authority to the Town Forester to administer the standards based on the code.

- **b.i.** Adds Zone 3 to the tree survey requirements (however c.i allows staff to waive the survey of Zone 3 if impractical or found not to be necessary based on the development proposed)
- **d.i.** Changes the area of Zone 1. This is probably the most drastic change we are making to the regulations. This area of vegetation free hardscape has proven to be critical in saving structures during real fire events. Sod or other grasses will not be allowed to continue right up to the edge

of house. Some shrubs may be allowed, but in no case directly adjacent to or underneath windows, decks or vents.

- **d.ii.** Changes Zone 2 to 5-30 feet from the home. This simplifies the application of Zone 2 and removes the previous slope % v. distance chart that was previously utilized and difficult to enforce. The addition of the requirement to remove ladder fuels is an important way to stop fire spread.
- **d.iii.** Aligns Zone 3 requirements with state and national standards
- **e.iii** Does not allow for firewood to be stored outside near the house, implementing a 30' requirement. Firewood stored inside the garage or home is allowed.

#### 17.6.4 Tree Preservation and Removal Policy

Although we had discussed in the March work session the idea of creating much more stringent tree preservation policies, the direction received by staff at that session was to focus on better enforcing the policies we already have in place. Some minimal changes are explained below.

**f.i.** The addition of the language "or Critical Root Zone" allows for us accept either area, but paves a path to start talking about the critical root zone which is in many cases larger than the tree's drip line.

#### 17.6.4 Tree Alteration or Removal Policy

"Alteration or" was added for clarification. The previous version of the CDC talks about a tree being "materially altered," but didn't provide a specific definition. So with the addition of (i) and (ii) we are providing an interpretation of what constitutes finable alterations.

#### 17.8.1 Definitions

Tree Alteration is defined

#### **STAFF RECOMMENDATION**

Staff recommends the Town Council approve the proposed Ordinance

#### PROPOSED MOTION

If Council finds the Ordinance ready for approval staff suggests the following motion:

"I move to approve the proposed Ordinance and direct the Town Clerk to set a public hearing on June 20, 2024 regarding the proposed changes to the Community Development Code sections 17.6.1 Environmental Regulations and 17.8.1 Definitions as attached hereto as exhibit A.

/aw

#### ATTACHMENT A

#### ORDINANCE NO. 2024-

# AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO AMENDING SECTION 17.6.1 AND SECTION 17.8.1 OF THE MOUNTAIN VILLAGE MUNICIPAL CODE CONCERNING FIRE MITIGATION STANDARDS

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

WHEREAS, section 17.6.1 of the Mountain Village Municipal Code ("Code") sets forth the Town's wildfire mitigation standards ("Fire Mitigation Standards"), and section 17.8.1 of the Code provides definitions related thereto; and

WHERAS, in order to better meet best management practices and streamline enforcement, the Town desires to update its Fire Mitigation Standards to match recent changes in State and national standards and to give authority to the Town Forester to administer and enforce the Fire Mitigation Standards; and

WHEREAS, the Town Council finds and determines that it is in the best interests of the Town and its residents to amend the Fire Mitigation Standards as set forth below.

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

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

<u>Section 2. Amendment</u>. The Town Council hereby amends Section 17.6.1 and Section 17.8.1 of the Code as set forth in Exhibit A, attached hereto and incorporated by reference herein.

<u>Section 4. Severability</u>. If any portion of this Ordinance is found to be void or ineffective, it shall be deemed severed from this Ordinance and the remaining provisions shall remain valid and in full force and effect.

<u>Section 5. Repeal</u>. Any ordinance of the Town or part thereof whose provisions are in conflict with this Ordinance is hereby repealed; provided, however, this Ordinance shall not affect the prosecution of any violation of the 2018 edition of the IFGC that occurred prior to the effective date of this Ordinance.

Section 6. Safety Clause. The Town Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

	all become effective on, 2024, and own kept for that purpose and shall be authenticated Clerk.
	on this Ordinance was held on the day of ambers, Town Hall, 455 Mountain Village Blvd.,
Section 9. Publication. The Town Clerk or Do this Ordinance as required by Article V, Section	eputy Town Clerk shall post and publish notice of on 5.9 of the Charter.
INTRODUCED, READ, AND REFERRED the Town of Mountain Village, Colorado on	to public hearing before the Town Council of the 16th day of May, 2024.
TOWN OF MOUNTAIN VILLAGE:	TOWN OF MOUNTAIN VILLAGE, COLORADO, A HOME-RULE MUNICIPALITY
ATTEST:	By: Martinique Prohaska, Mayor
Susan Johnston, Town Clerk	
HEARD AND FINALLY ADOPTED by the Colorado this day of, 2024.	e Town Council of the Town of Mountain Village,
TOWN OF MOUNTAIN VILLAGE:	TOWN OF MOUNTAIN VILLAGE, COLORADO, A HOME-RULE MUNICIPALITY
	By: Martinique Prohaska, Mayor
ATTEST:	

Susan Johnston, Town Clerk
Approved as to Form:
David McConaughy, Town Attorney

<ol> <li>The attached copy of Ordinance No. 2024 ("C</li> <li>The Ordinance was introduced, read by title, app the Town Council the Town ("Council") at a reg</li> </ol>	roved on fi	is a true, o	correct, and o	ed to public hearing	eof.
Blvd., Mountain Village, Colorado, on					
Town Council as follows:					
Council Member Name	"Yes"	"No"	Absent	Abstain	
Martinique Prohaska, Mayor	1 65	110	riosent	7 TOSTAIN	
Scott Pearson, Mayor Pro-Tem					
Harvey Mogenson					
Peter Duprey					
Jack Gilbride					
Tucker Magid					
Huascar Gomez					
		~ "			
4. A public hearing on the Ordinance was held by Council held at Town Hall, 455 Mountain Village 2024. At the public hearing, the Ordinance vamendment by the Town Council, by the affirmation	Blvd., Mo vas consid	ountain Vil ered, read	lage, Colora l by title, a	do, on and approved with	
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(SEAL)

## Exhibit A

## 17.6.1 Environmental Regulations.

- A. Fire Mitigation and Forestry Management.
  - 1. *Purpose and Intent*. The Town's forests are the predominant, important ecosystem in the Town while also providing the naturally treed landscape context for development and scenery for residents and guests visiting the area. The purpose and intent of the Fire Mitigation and Forestry Management Regulations is to foster and maintain a healthy forest ecosystem and landscape while also protecting buildings from wildfire. These regulations are also intended to promote and maintain forest health, vitality, and diversity for generations to come.
  - 2. *Applicability*. The following types of development shall create and implement a wildfire mitigation plan in accordance with this section:
    - a. All new building construction that will create a habitable space, including but not limited to commercial buildings that are occupied by employees or guests on a regular basis:
    - b. Additions that increase a building's habitable floor area or number of stories that have a valuation of fifty thousand dollars (\$50,000) or greater; or
    - c. Any alteration of the landscaping of a lot that has a valuation of fifty thousand dollars (\$50,000) or more, including but not limited to the addition of decks, patios, walkways and water features.
  - 3. General Standards.
    - a. No tree greater than four (4) inches dbh may be removed or altered without a written permit from the Forestry Division. The Forestry Division shall receive all Forestry permit submittal documents electronically, preferably in pdf format or other electronic plans and submitted through the Town permitting website set forth by the Town Forester. When the Town Forester issues a permit, the permit shall be issued electronically to the permit applicant. No work shall be performed until such permit has been issued.

i. Administration. Administration of the Forestry Regulations falls under the Community Development Department, Forestry Division, with the Forester designated as the official under these regulations.

<u>ii. Forester Appointment</u>. The Forester shall be appointed by the Community

Development Director or its designee in consultation and with the consent of the

Town Manager and consultation with the Human Resources Director.

iii. Forester Designees. In accordance with the proscribed procedures of this Town and with the concurrence of the appointing authority, the Forester shall have the ability to recommend to the Planning and Development Services Director and the Town Manager that the Town appoint employees to assist with the implementation of these provisions. Such employees shall have the powers as delegated by the Town.

iv. In the absence of the Forester, the Planning and Development Services Director will appoint a designee and/or will otherwise perform the duties of the Forester.

- iv. Forester Roles and Responsibilities.
  - 1. Duties and Powers of the Forester. The forester is hereby authorized to:
    - a. Enforce the provisions of the CDC and Forestry Regulations.
    - b. Render interpretation of the Forestry Regulations. Render major interpretations of these codes after consultation with the Planning and Development Services Director and the Town Attorney.
    - c. Adopt policies and procedures to clarify the application of the codes and Forestry provisions.
      - i. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of the codes.
      - <u>ii.</u> Such policies and procedures shall not have the effect of waiving requirements specifically provided for in the adopted codes.
    - d. Require that hazardous conditions in violation of the codes be corrected when the Forester has found that conditions are hazardous to life or property.
- a. b. All new development that must prepare a wildfire mitigation plan as required above shall submit the following plans and information on one (1) plan sheet as a part of the required Design Review Process development application:
  - i. Tree survey prepared by a Colorado licensed surveyor that shows all live trees that have a caliper of four inches (4") or greater diameter at breast height ("dbh") within Zones 1, 2, **and 3** as defined below. The requirement of a tree survey will be waived for existing development that voluntarily creates a defensible space plan.

- ii. Proposed wildfire mitigation plan based on the requirements of this section that shows all trees to be removed that have four inches (4") or greater dbh.
- iii. Proposed landscape plan prepared by a qualified professional pursuant to the Design Regulations.
- iv. Existing and finished grades in two-foot contours with such grading based on a survey prepared by a Colorado licensed surveyor.
- v. Proposed site plan and associated improvements; and
- vi. Lot lines and dimensions.
- b. c. Prior to submitting a development application pursuant to these Fire Mitigation and Forestry Management Regulations, an applicant shall schedule a pre-application meeting with Community Development Department staff to develop the wildfire mitigation plan. Staff may require an inspection of the lot affected by the application to assess forest health.
- e. d. Town staff shall review and approve all wildfire mitigation plans to ensure they meet the requirements of this section.
  - i. Town staff shall reserve the right to augment or waive the requirements of this section if it is deemed impractical or impossible to implement a wildfire mitigation plan on a particular lot due to lot size, steepness of grade, erosion concerns and proximity to wetlands or negative impact to surrounding properties.
- d. e. The following requirements, <u>based on standards set by the Colorado State</u>

  Forest Service Home Ignition Zone (2012) and National Wildfire Coordinating

  Group wildfire mitigation standards (2023), shall be followed in creating the required wildfire mitigation plan:
  - i. Zone 1 is the area that consists of fifteen feet (15") around the building as measured from the outside edge of the building's dripline, including decks, planters or patios attached to the building. The following provisions shall apply in Zone 1:

    Zone 1 (0 to 5 feet) is the area that consists of five feet (5') from the edge of the building as measured from the outside edge of the building, including

decks planters, roofed walkways, and etc. attached to the building. The purpose of Zone 1 is to create a vegetation free hardscape next to the home utilizing pavers, stone, gravel, lava rock, concrete, or other non-flammable material to protect the building. Zone 1 one must be extended to 7 feet in cases of complex building design and areas with re-entrant corners. This zone requires the most vigilant work in order to reduce or eliminate ember ignition and direct flame contact to the building. The following provisions shall apply in Zone 1:

- (a) All slash, other woody debris, and flammable vegetation as identified by staff shall be removed from Zone 1.
- (b) All trees and shrubs vegetation including sod, tall grasses, shrubs, and trees located within Zone 1 shall be removed.
- (c) No trees or shrubs shall be planted directly adjacent to or underneath windows, decks, or vents.
- c) d) The following exceptions apply to Zone 1:
  - (i) A tree or shrub may remain within Zone 1 provided the defensible space distance is measured commencing from the vegetation's drip edgerather than from the building plane (so the tree is considered part of or an extension of the structure), and provided the distance is not limited by a lot line. A shrub, but no trees may remain within Zone 1 in a planter provided the defensible space distance is measured commencing from the vegetation's drip edge rather than from the building plane (so the plant is considered part of or an extension of the structure), and provided the distance is not limited by a lot line and provided a minimum of 15 feet of space outside this area (considered to be part of or an extension of the structure) is maintained tree and shrub free as measured from the outside edge of the tree or shrub at mature size.
  - (ii) Flammable vegetation shall be allowed in planters attached to the building so long as the planter is within ten feet (10') of a building, and vegetation is not planted directly beneath windows or next to foundation vents. Firewise vegetation (shrubs and non-woody vegetation) shall be

allowed in planters attached to the building so long as the planter is within ten feet (10') of a building, the planter contains non-flammable mulch, the planter is permanently irrigated, the planter has a 5 foot vegetation free zone to the outside of the planter, and vegetation is not planted directly beneath windows or directly adjacent to or under a deck, or next to any exterior or foundation vents.

d) (e) In the event Zone 1 encroaches upon the general easement, the review authority shall allow the creation of defensible space as required by this section.

(ii) Zone 2 is the area that extends from the outer edge of Zone 1 for the distance specified in Figure 6-1, Fire Mitigation Zones, based on slope, to the lot line, whichever is less.

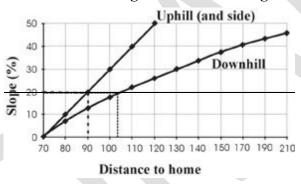


Figure 6-1. Fire Mitigation Zones

Zone 2: is the area 5-30 feet from the building(s) and their attachments that transitions away from the building(s) where fuels should be significantly reduced. This zone is designed to minimize a fire's intensity and its ability to spread while significantly reducing the likelihood of structure ignition because of radiant heat. The purpose of Zone 2 is to provide less fuel for an approaching fire and to reduce its intensity as it nears buildings.

(a) The following provisions shall apply in Zone 2:

(iii) (i). Dominant and codominant live trees with a dbh of four inches (4") or greater shall be spaced with a ten foot (10') crown-to-crown separation. All ladder fuels and slash shall be removed from the ten foot (10') crown-to-crown separation area. Grasses and other non-woody vegetation shall be kept mowed to a height of four inches (4") or less and

accumulations of surface fuels, such as logs, branches, slash, and mulch shall be avoided.

- (ii). Dominant and codominant live trees with a dbh of four inches
  (4") or greater and shrubs shall be installed or thinned so they will
  produce a 15 foot (15') space between the edge of the crown to the
  drip edge of the home at maturity and have a ten foot (10') crown-tocrown separation distance at maturity throughout the rest of Zone 2.
  All ladder fuels and slash shall be removed from in between the
  crown-to-crown separation areas. Measurements shall be from the
  outermost branch of one tree or shrub to the nearest branch on the
  next tree or shrub (mature size) or to the drip edge of the building.
- (iii). All ladder fuels (sapling conifers, evergreen shrubs, or woody debris) must be removed under remaining trees.
- (v) (iv) All stressed, diseased, dead, or dying trees and shrubs, as identified by staff, shall be removed except for standing dead trees that staff indicates need to be maintained since standing dead trees provide important wildlife habitat.
- (v) Shrubs over five feet (5') tall shall have an average spacing of ten feet (10') from shrub-to-shrub **and fifteen feet (15') from the building.**
- (vi). The above specified distances are minimums and distance requirements may be increased by staff to reduce potential fire behavior, particularly on steep slopes.
- (b) The following exceptions apply to Zone 2:
  - (i) Groupings of trees or shrubs may be allowed provided that all of the crowns in such group of trees or the edge of the shrubs are spaced ten feet (10') from crown-to-crown or from edge of shrub to any trees or shrubs outside of such grouping. Small groupings of trees or shrubs (2 5 trees and shrubs) may be allowed provided that 30 feet (30') of space is maintained in between tree groups. All the crowns of trees or the edge of the shrubs within the tree groupings must be spaced a minimum of 15 feet (15' away from the drip edge of the building(s)

# and provide fifteen feet of space to the edge of the crowns of adjacent trees and shrubs at maturity or 30 feet if adjacent to another grouping of trees or shrubs.

- (ii) Aspens, narrowleaf cottonwoods, willows and other trees and shrubs listed in CSU Cooperative Extension Publication 6.305, Firewise Plant Materials as amended from time to time, may be spaced closer than the ten-foot (10') crown-to-crown separation as approved by staff.
- (iii) Closer spacing of any trees may be allowed by staff upon a determination that the required ten-foot (10') crown-to-crown spacing would put the remaining trees at undue risk of wind-throw or snow breakage.
- (iv) Tree removal for the creation of defensible space, if such tree removal is determined to be impractical by the Town due to steep slopes, wetland or other environmental constraints, and other mitigation is provided.
- (c) Trees remaining within Zone 2 shall have branches pruned to a height of ten feet (10'), but notwithstanding said height requirement, branches need not be pruned to more than one-third (1/3) of the tree height with the following exceptions:
  - (i) Aspen trees; and
  - (ii) Isolated spruce and fir trees if a minimum of 15' of space around them is maintained.
- (d) In the event that Zone 1 or 2 extends upon the general easement, the review authority shall allow the removal of trees to implement the wildfire mitigation plan.
- (e) Chipped wood and small timber may be spread throughout Zone 3 provided the wood chips have a maximum depth of two to three inches (2" 3") and small timber has a diameter of three inches (3") or less and is cut up into lengths that are three feet (3') or less.

- iii. Zone 3 is the area extending beyond Zone 2 to the edge of the lot subject todevelopment. In Zone 3, all diseased, beetle infested, dead or dying trees, asidentified by staff, shall be removed except for standing dead trees (aka tree snags) that staff indicates need to be maintained since standing dead trees provideimportant wildlife habitat. Zone 3 is the area extending beyond Zone 2 to 100 feet away from the building(s) or the edge of the lot subject to development. In cases where steep slopes exist, staff may increase the distance of the outside edge of Zone 3 to a distance up to 200 feet to minimize the advance of a wildfire. This is because wildfire intensity and movement are most often accelerated on steep slopes. The goal of Zone 3 is to reduce the continuity of fuels in such a way that large flames (crown fire) cannot persist. Trees and tree groupings shall be spaced from one another at a minimum distance of 10 feet crown separation (at mature size) to reduce the transfer of crown fire. All dead and down fuels shall be removed. In Zone 3, all diseased, beetle infested, dead or dying trees, as identified by staff, shall be removed except for standing dead trees (aka tree snags) that staff indicates need to be retained as important wildlife habitat.
  - (a) For lots greater than five (5) acres in size, the Town shall only require that Zone 3 be implemented for a maximum distance of 200 feet from the outside edge of Zone 3. A lot owner may propose to implement Zone 3 for all of the lot.

iv. Beyond Zone 3 (Larger Landscape): The landscape beyond Zone 3 should be considered for management when possible. Fuels in this area could be managed in such a way to lessen the volume of ember production, decrease fire intensity, and create opportunities for fire suppression equipment and personnel while being in line with other forest management goals, such as forest health.

- e. Firewood may only be stored on a lot that has a solid fuel burning device permit issued by the Town that meets the following limitations:
  - i. Indoor storage can only occur within an enclosed room that is a part of the primary structure on the lot.

- ii. Outdoor storage shall only occur in the rear yard.
- iii. Up to ten (10) cubic feet of outdoor firewood storage may be located in Zone 1 or Zone 2. Outdoor firewood storage shall have a minimum thirty-foot (30') distance from the structure.
- ₩. iv. Outdoor firewood storage shall be screened from view from surrounding lots.
- f. Prior to the issuance of any certificate of occupancy or certificate of completion, staff shall inspect the lot affected by the fire mitigation plan to ensure that such plan has been implemented in accordance with the approved wildfire mitigation plan.
- g. The wildfire mitigation plan shall be maintained by the lot owner as required by this section.
- 4. Tree Preservation and Removal Policy.
  - a. Subject to review and approval by the review authority trees shall only be removed from a lot for:
    - i. Approved development as permitted by the CDC;
    - ii. Approved fire mitigation;
    - iii. Approved forest management;
    - iv. View corridors from windows provided the removal of such trees is minimized;
    - v. Utilities provided it is not practical for the utilities to follow the driveway or other corridors where trees are being removed as allowed by this section;
    - vi. Renewable energy systems provided it is not possible to locate such on the buildings allowed on the lot, or within areas where trees are already being removed as allowed by this section;
    - vii. Ski area access as may be permitted by the review authority;
    - viii. Potential damage to a structure or other constructed improvement on a lot, such as a utility line or utility meter, tramway or snowmaking equipment; and/or
    - ix. Protection of the public health, safety or welfare.

- b. No tree four inches (4") or greater dbh located on any lot within the Town may be removed or materially altered without the prior written approval of the review authority.
  - i. All dead or live trees with a diameter of four inches (4") or greater shall be preserved on the site unless the review authority has approved the removal of such trees as a part of the required development application process.
- c. A tree removal development application must be submitted to the Town prior to the removal or material alteration of any dead or living tree greater than four inches (4") dbh. Such development application shall include the information and plans as required by this section.
- d. Trees, living or dead, to be removed from the general easement or open space must be marked and field inspected prior to removal.
  - i. Trees removed by the ski resort operator in the ordinary operation of the ski area or golf course, including without limitation trees removed for utility and snow making installation, are exempt from the requirements of this section provided notice and information is provided to the Planning Division and it determines that the tree removal is part of the ordinary operation of the ski area or golf course. Other tree removal that is deemed by the Planning Division to not be a part of the Ordinary operation of the ski or golf course operations requires the submission of an tree removal development application pursuant to the requirements of this section and the CDC.
  - ii. The Town has the right to remove any trees on Town-owned lot for forest health or fire mitigation provided the trees to be removed have been marked and staff inspects and approves the proposed tree removal.
- e. Any tree deemed by staff to be a hazard to any building, structure, public facility, roadway, adjacent lot, gas line, well head, telephone and/or electrical box shall be removed by the owner of the lot or the affected utility agency within a reasonable amount of time (as determined by the Town base on the nature of the hazard) after notification. Documentation of the hazard and the Town's approval of the tree removal shall be provided prior to the removal of the hazard tree.
  - i. In cases of an emergency, a hazard trees may be removed without prior approval if photo documentation of the hazard is provided to the Town that clearly shows the emergency nature of the tree removal. Such emergency tree removal shall be reported and the required documentation provided within forty-eight (48) hours of the tree removal.
- f. All development shall use the following best management practices to protect and preserve trees that will be retained on a project site:

- i. All dead or live trees with a dbh of four inches (4") or greater that are to be saved that may be affected by construction shall be protected by placing and maintaining fencing at the tree's dripline **or Critical Root Zone (CRZ)**.
  - (a) The Building Regulations' required construction mitigation plan shall show the location of all required fencing to protect trees in close proximity to grading or other construction activity.
- ii. Developers shall use extreme care during grading and excavation to avoid damage or removal of existing trees and shrubs to be retained on a project site and to preserve their root structures.
  - (a) No vehicles shall be parked within the dripline of a tree or shrub to be retained.
  - (b) No accessway shall be constructed within the driplines of tree to be retained.
  - (c) No grading shall occur on a site until approved fencing is placed at the dripline of trees and shrubs to be retained on the project site.
  - (d) All trees to be retained shall be clearly marked on the project site to ensure such trees are not removed.
  - (e) Timber and slash generated during development shall be removed from the site within thirty (30) days of cutting. No burning of wood or any other material is permitted.
- 5. Tree **Alteration or** Removal Violation and Penalties.
  - a. In addition to the violations and penalties as established in Chapter 1, each tree removed or materially altered in violation of this section shall constitute a separate violation of the CDC and shall be subject to a fine of no less than five thousand dollars (\$5,000) per tree.

(i) Any amount of backfill or excavation that occurs within the dripline or CRZ of a tree without written authorization constitutes an alteration and is finable.

- (ii) Any damage to trees including but not limited to trunk wounding, tearing or cutting of roots, and compaction, backfill, or excavation within the dripline or CRZ is a finable alteration.
- b. Any party that violates any provision of this section as well as the owner or lessee of the lot on which the violation has occurred shall be subject to the penalties imposed pursuant to the CDC.

17.8.1 Definitions

Tree Alteration. Alteration is defined as damaged, destroyed, or to change the physiological processes that affect the functioning of a tree's system, especially if the change occurs within the critical root zone of a tree within the TPZ. The critical root zone of a tree is defined as one (1) foot radius from the tree trunk for every inch of diameter at breast height of the tree (dbh).





# AGENDA ITEM 13 PLANNING & DEVELOPMENT SERVICE PLANNING DIVISON

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

**TO:** Mountain Village Town Council

**FROM:** Drew Nelson, Senior Planner

**FOR:** Town Council Public Hearing; May 16, 2024

**DATE:** May 6, 2024

**RE:** Staff Memo – Consideration of a Resolution Approving a Height Variance

Pursuant to CDC Section 17.4.16 – Continued from the March 21, 2024,

Regular Meeting

### APPLICATION OVERVIEW: Height Variance for a New Single-Family Residence on Lot 166AR2-10

#### **PROJECT GEOGRAPHY**

**Legal Description:** LOT 166AR2-10, TELLURIDE MOUNTAIN VILLAGE, ACCORDING TO THE REPLAT OF LOT 166-AR, OSP-51 AND OS-166 TO LOTS 166AR2-1 THRU 166AR2-15, PARCEL A, OSP-51A, OSP-51RB AND OS-166R RECORDED APRIL 4, 2003 IN PLAT BOOK 1 AT PAGE 3116, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

Address: 10 Stonegate Drive

Applicant/Agent: Jack Wesson, Jack

Wesson Architects, Inc.

Owner: Shavano Investments, LLC

**Zoning:** Single Family **Existing Use:** Vacant

Proposed Use: Single-Family Residence

Lot Size: .5239 acres Adjacent Land Uses:

North: Single-Family Residence
 East: Single-Family Residence
 West: Active Open Space – Ski

Area

 South: Active Open Space – Ski Area



Figure 1: Vicinity Map

#### **ATTACHMENTS**

Exhibit A: Architectural Plan Set Exhibit B: Staff/Public Comments

<u>Case Summary</u>: Jack Wesson, on behalf of owners Shavano Investments, LLC, is requesting a Height Variance to develop a new single-family residential unit on Lot 166AR2-10, TBD Stonegate Drive. This item was originally scheduled for review on March 17, 2024, and was continued to the May 16, 2024, regular meeting to accommodate significant design changes. The revisions include removing a large exterior stairway, reducing the overall height of the elevator shaft by moving it to a more interior location, and changing the roof form from shed to a shallow gable roof.

The site is extremely sloped, with nearly the entire property over 30% slopes and many portions over 50%. The proposed structure is a single-family residence in the single-family zone district. While the structure reads as a single story from the adjacent Sundance ski run, it is a five-story building that steps down the site towards Stonegate Drive. Due to the slope of the site, setback requirements, and a large no-build zone, the applicant is requesting a height variance, which is described in detail below. The property is bisected by a private section of Stonegate Drive, making the site smaller than the .5239 acres in size would indicate, and a large no-build zone exists on the west side of the property, reducing the buildable area further.

The proposed structure is 7,681 square feet of habitable space, with a total gross square footage of 8,780 square feet, and utilizes a mixture of wood, stone, and metal siding for the exterior materials. The proposed structure includes three interior parking spaces and one exterior space adjacent to the front entryway.

The DRB reviewed an initial application at a regular meeting on May 2, 2024, and has recommended approval of the variance request. The DRB also voted approve the Initial Architecture and Site Review (IASR) at that meeting, and the approval includes a condition that if the Height Variance is not approved by the Town Council, the applicant must return to DRB for an updated IASR review.

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

Table 1: Relevant information from CDC Sections 17.3.11-14: 17.5.6 (materials): 17-5.8 (parking)

CDC Provision	Requirement	<u>Proposed</u>
Maximum Building Height	40' (gable) Maximum	45.17' (post const.)*
Avg. Building Height	35' (gable) Maximum	24.86'
Maximum Lot Coverage	40% (9,598.4 sq ft)	17.08% (3,901 sq ft)
General Easement Setbacks	No encroachment	16' North and West
Roof Pitch		
Primary		21/4:12
Secondary		None
Exterior Material		
Stone	35% minimum	41.27%
Windows/Door Glazing	40% maximum	20.44%
Metal	n/a	19.92%
Wood	n/a	18.36%
Parking	2 enclosed/2 surface	3 enclosed/1 surface

### Chapter 17.3: ZONING AND LAND USE REGULATIONS 17.3.11 and 17.3.12: Building Height and Building Height Limits

Sections 17.3.11 and 17.3.12 of the CDC provide the methods for measuring maximum building height and average building height, along with providing the height allowances for specific types of buildings based on their roof form. The proposed design incorporates a gable roof form. Single-family residences with gabled roofs are granted a maximum height of 40 feet and an average height of 30 feet. The average height is an average of measurements from a point halfway between the roof ridge and eave. The maximum height is measured from the highest point on a roof directly down to the existing grade or finished grade, whichever is more restrictive.

Staff: The primary roof form of the proposed structure is gabled and is therefore granted a maximum height of 40 feet and an average height of 35 feet. The applicant has indicated that the maximum height of the current proposed structure is 45.17 feet and has an average height of 28.46 feet (Sheet A-009 of the attached plan set). The CDC requires that height is demonstrated relative to both existing and proposed grade and that the most restrictive measurements be used to determine height. The applicant has not provided any information on heights as it relates to the proposed grade. The applicant should revise the drawings to demonstrate both existing and proposed grade for each height so staff can determine whether the true maximum and average height is being shown accurately.

The subdivision plat for Stonegate also includes a more restrictive plat note for building heights. The plat states that the overall building shall not exceed the USGS elevation of 10,135' and that chimneys shall not exceed 10,140', which the plan set indicates is being met for the home design.

Due to the extreme slope of the site (with slopes over 50% for much of the site), the applicant is requesting a variance to the maximum height of 5.17 feet over the allowable limits. The area of impact for the variance is limited to the main gable roof and the elevator shaft. The height variance is desired to allow for a habitable structure that fits the Mountain Village building vernacular, as the steep natural grade of the site and the no-build zone on the west side of the property limit the size of the building footprint and therefore the size of an individual story.

Figures 2-5 show the elevations as they relate to the natural grade of the proposed structure and Figure 6 shows the 40' parallel offset to show portions of the structure above the 40-foot threshold.



Figure 2: South Elevation



Figure 3: North Elevation

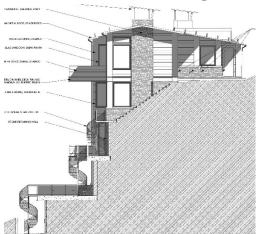






Figure 5: East Elevation

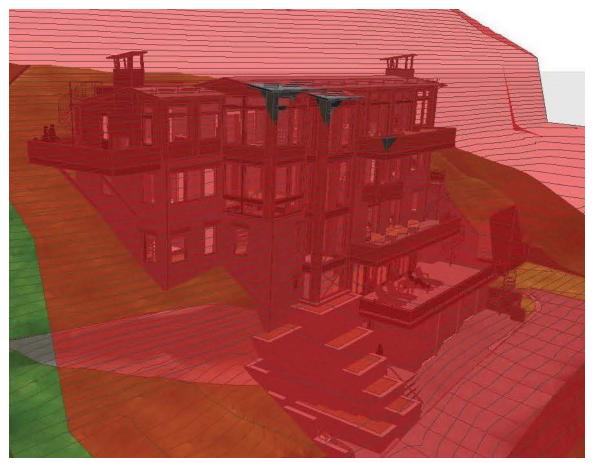


Figure 6: Height Analysis 3D Planar View with 40-foot offset

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

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

Staff: The entirety of the lot has significant slopes, with a majority of the site having a slope greater than 50%. The steep slopes, combined with the bisection of the lot by Stonegate Drive and the large no-build zone on the west side of the property appear to constitute special circumstances.

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

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

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

Staff: Staff does not believe the granting of this variance represents a "substantial impairment of the intent of the CDC" as the proposed structure adheres to a majority of the design regulations if the CDC, as outlined throughout this memo.

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

Staff: The Town Council has approved height variances before due to unique site conditions related to the slope of a lot. Town Council members should discuss whether this variance represents the granting of special privilege in excess of that enjoyed by other property owners. The proposed design also incorporates traditional mining forms that drive much of the overall height, rather than stepping up the slope and staying beneath the 40-foot height threshold. The applicant has significantly modified the design from original plans to reduce the desired height variance through programming of the site, including the relocation of the elevator shaft. The Town Council should discuss whether these design elements could constitute special circumstances.

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

Staff: The proposed development and associated height variance request allows the lot to be used in a manner similar to that of other sites within the Stonegate subdivision and throughout Mountain Village. However, the Town Council should discuss whether the variance being requested is the minimum necessary to allow for reasonable use. The applicant has stepped the design of the structure to significantly reduce the variance requested.

- f. The lot for which the variance is being granted was not created in violation of Town regulations or Colorado State Statutes in effect at the time the lot was created;
- g. The variance is not solely based on economic hardship alone; and
- h. The proposed variance meets all applicable Town regulations and standards unless a variance is sought for such regulations or standards.

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

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

**DRB Recommendation:** The DRB (by a vote of 7-0) recommended approval to the Town Council regarding the height variance application for Lot 166AR2-10 with conditions found in the proposed motion at their regular meeting on May 2, 2024.

**Staff Recommendation:** For this Height Variance request, Staff has provided a motion for both approval and denial depending on the findings of the Town Council.

If the Town Council chooses to **approve** of the **variance**, staff would suggest the following motion:

I move to approve a Resolution Approving a Height Variance allowing a maximum height of 6 feet above the allowable, per the height restrictions listed in the CDC for portions of a new single-family residence located at Lot 166AR2-10, TBD Stonegate Drive based on the evidence provided in the staff record of memo dated May 6, 2024, and the findings of this meeting and with the following conditions:

- 1. The approved height variance is valid only with the design presented for Initial DRB review on May 2, 2024, and is valid only for the 18-month period of that design approval. One 6-month extension of the original design review approval is allowable.
- 2. The height variance is specific to the area described in the staff memo in Figure 6, and represented in the DRB approved drawings. Should any modifications to the building design occur, including future expansion, that the variance would not cover portions of the building that are not thus described.

If the Town Council choses to **deny** the **variance** then staff suggests the following motion:

I move to deny a Resolution Approving a Height Variance at Lot 166AR2-10, TBD Stonegate Drive based on the evidence provided in the staff record of memo dated May 6, 2024 and the findings of this meeting.

# A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING A VARIANCE OF THE MAXIMUM HEIGHT LIMITATIONS OF THE MOUNTAIN VILLAGE MUNICIPAL CODE TO LOT 166AR2-10

RESOLUTION	NO.	

WHEREAS, Shavano Investments, LLC (the "Owner") is the owner of certain real property described as Lot 166AR2-10, Mountain Village, Colorado, Assessor Parcel No. 477910102010, and commonly known as TBD Stonegate Drive (the "Property"); and

WHEREAS, Jack Wesson of Wesson Architects (the "Applicant"), with the Owner's consent, has submitted a request to the Town of Mountain Village (the "Town") for a variance to the maximum height limitations (the "Variance Request") found in the Town's Community Development Code ("CDC") for the purpose of developing a single-family residence on the Property; and

WHEREAS, the Variance Request consists of the materials submitted to the Town, plus all statements, representations, and additional documents of the Applicant and its representatives made or submitted at the public hearings before the DRB and Town Council; and

WHEREAS, the DRB held a public hearing on May 2, 2024, to consider the Variance Request and testimony and comments from the Applicant, Town Staff, and members of the public, and voted unanimously to issue a recommendation of approval to Town Council of the Variance Request; and

WHEREAS, the Town Council held a public hearing on May 16, 2024, to consider the Variance Request, the DRB's recommendations, and testimony and comments from the Applicant, Town Staff, and members of the public, and voted \_\_\_\_\_ to approve this Resolution ("Variance Approval"); and

WHEREAS, the public hearings and meetings to consider the Variance Request were duly noticed and held in accordance with the CDC; and

WHEREAS, the Town Council has considered the criteria set forth in Section 17.4.16 of the CDC and finds that each of the following have been satisfied or will be satisfied upon compliance with the conditions of this Resolution set forth below:

- 1. The strict development application of the CDC regulations would result in exceptional and undue hardship upon the property owner in the development of property lot because of special circumstances applicable to the lot such as size, shape, topography or other extraordinary or exceptional physical conditions;
- 2. The variance can be granted without substantial detriment to the public health, safety and welfare;
- 3. The variance can be granted without substantial impairment of the intent of the CDC;
- 4. Granting the variance does not constitute a grant of special privilege in excess of that enjoyed by other property owners in the same zoning district, such as without limitation, allowing for a larger home size or building height than those found in the same zone district;
- 5. Reasonable use of the property is not otherwise available without granting of a variance, and the variance being granted is the minimum necessary to allow for reasonable use;
- 6. The lot for which the variance is being granted was not created in violation of Town regulations or Colorado State Statutes in effect at the time the lot was created;
- 7. The variance is not solely based on economic hardship alone; and

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

WHEREAS, the Town Council now desires to approve the Variance Request, subject to the terms and conditions set forth below.

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

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

<u>Section 2. Approval</u>. The Town Council hereby approves a variance of 6 feet above the allowable maximum height as outlined in the CDC for portions of a new single-family residence to be constructed on the Property, as described in the Variance Request.

<u>Section 3. Conditions</u>. The Variance Approval is subject to the following terms and conditions:

- 3.1. The approved height variance is valid only with the design presented for Initial DRB review on May 2, 2024, and is valid only for the 18 month period of that design approval. Upon request by the Applicant, Town staff, in its discretion, may approve a 6-month extension of the original design review approval.
- 3.2. The height variance is specific to the area described in the staff memo in Figure 6 and represented in the DRB approved drawings. Should any modifications to the building design occur, including future expansion, that the variance would not cover portions of the building that are not thus described.

<u>Section 4. Effective Date</u>. This Resolution shall be in full force and effect upon its passage and adoption.

ADOPTED AND APPROVED by the Town of Mountain Village Town Council at a regular public meeting held on May 16, 2024.

David McConaughy, Town Attorney



#### NARRATIVE

4-17-24

To: Amy Ward, Claire Perez, Drew Nelson

Town of Mountain Village Planners Community Development Department

Town Council

Design Review Board Mountain Village, CO

From: Jack Wesson

Jack Wesson Architects, Inc.

109 E. Colorado Ave. #2, Telluride CO

P.O. Box 2051 Telluride, CO 81435 (970) 519.1551

jwesson@me.com.com

Re: Variance Design Review Submission

for a Single Family Residence

Lot166AR2-10 (Stonegate), Mountain Village

The applicant is requesting a height variance for two roof areas which are delineated on a special exhibit page. The two gable ends are approximately a maximum of 3' and 8' above the maximum height but for a limited area.

#### D. Criteria for Decision.

- 1. The following criteria shall be met for the review authority to approve a variance:
- a. The strict development application of the CDC regulations would result in exceptional and undue hardship upon the property owner in the development of property lot because of special circumstances applicable to the lot such as size, shape, topography or other extraordinary or exceptional physical conditions;

As discussed the small building site is exposed bedrock and extremely steep. All excavation is primarily removing bedrock, so it will either require blasting or hammer drilling, thus the design has attempted to limit the amount of excavation to a minimum, although less so than the previous submission. The vertical site and small footprint require a vertical building, in fact the garage is five levels below the kitchen. This revised design has significantly reduced the height of variance requested to just 3'-5' in three separate but small areas.

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

The extra height will not impact the public health, safety and welfare. It will not impact the adjacent homes view.

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

The variance will not compromise or impair the intent of the CDC.

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

The Stonegate subdivision in general likely has the steepest topography of any within the Mountain Village, and this is likely the steepest building site in Stonegate. The applicant is aware that several Stonegate houses have requested variances in height, one of at least 11.5', although the applicant has not verified the approval outcome of each variance request. This application would not limit other properties from requesting a variance.

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

The elevator is a necessity on this site, a prerequisite for reasonable use. The applicant is attempting to position the elevator to minimize overall impacts (including construction) and allow for reasonable use by the developer (i.e. minimized costs) although this latest application less so than the previous in this regard.

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

The applicant is unaware of any violations of Town regulations or State Statues by the creation of the lot.

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

The variance trades height with construction impacts.

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

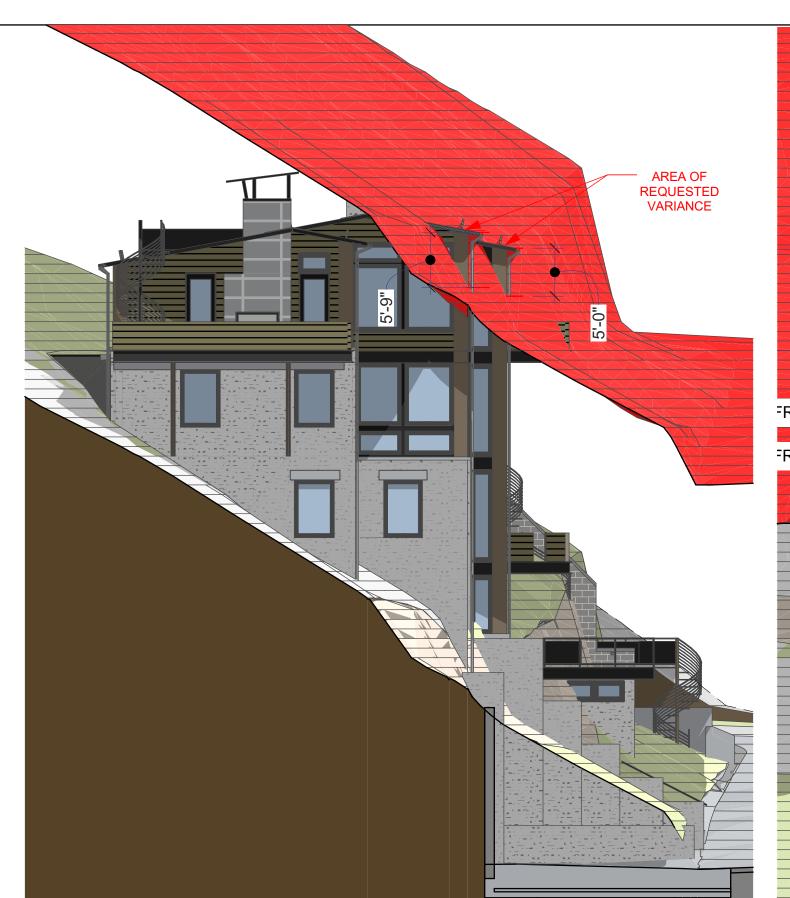
The applicant is requesting the height variance in accordance with the variance process.

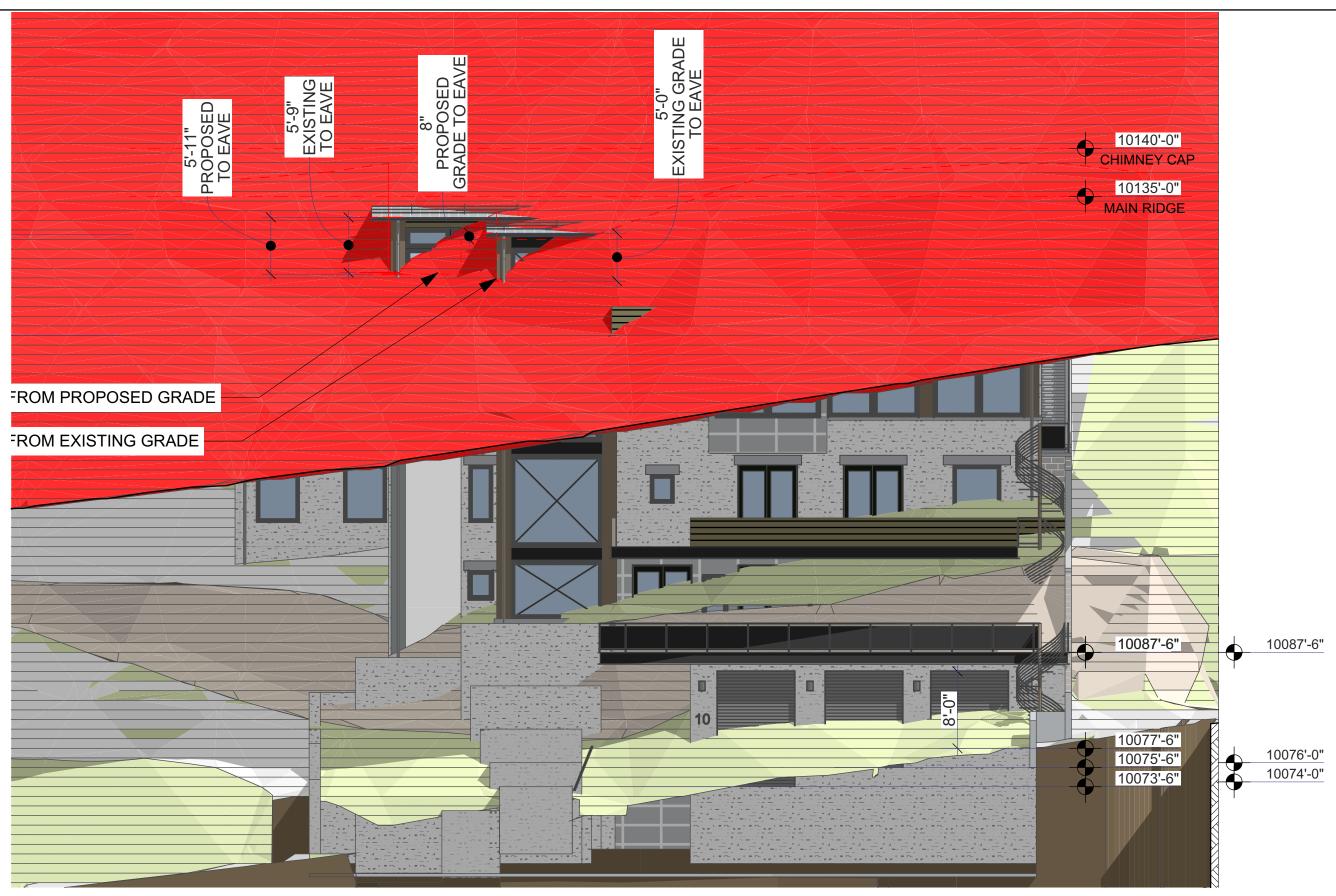
2. It shall be the burden of the applicant to demonstrate that submittal material and the proposed development substantially comply with the variance review criteria.

The applicant has addressed all of the Criteria for Decision per the above narrative and with the associated 'complete documents required to be submitted

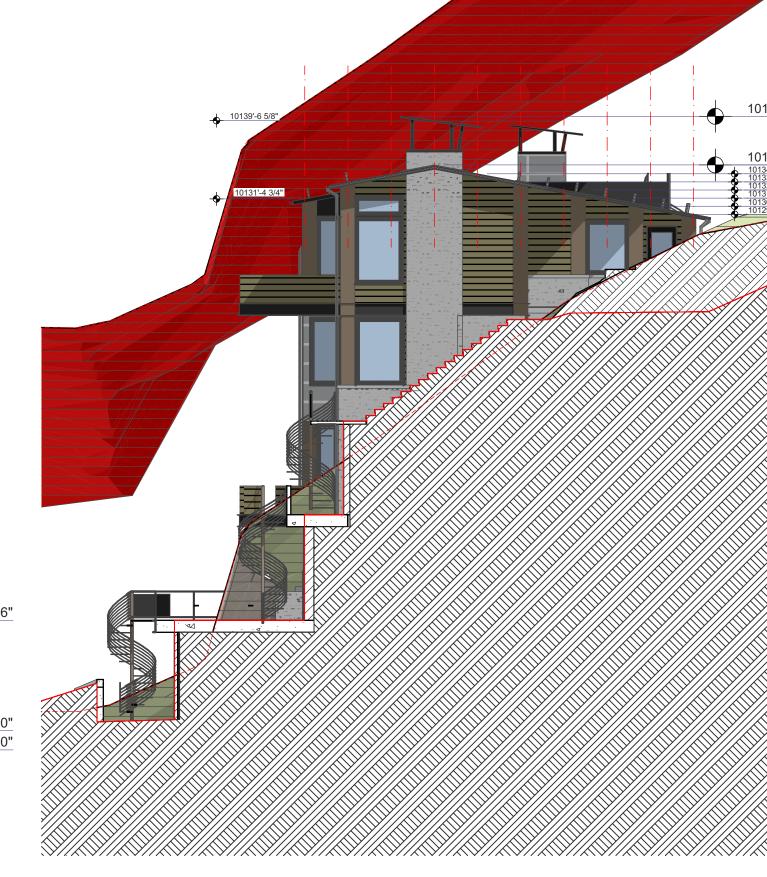
Sincerely,

Jack Wesson





North Elevation



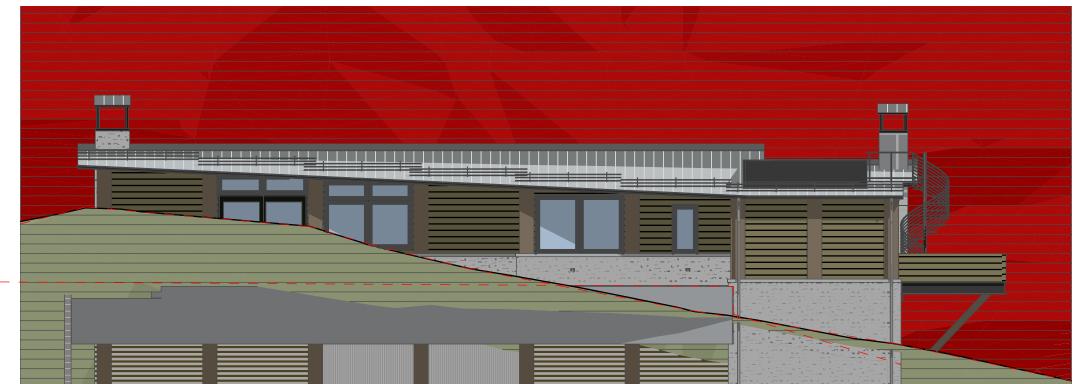
West Elevation

SCALE: 1" = 10'

East Elevation

SCALE: 1" = 10'

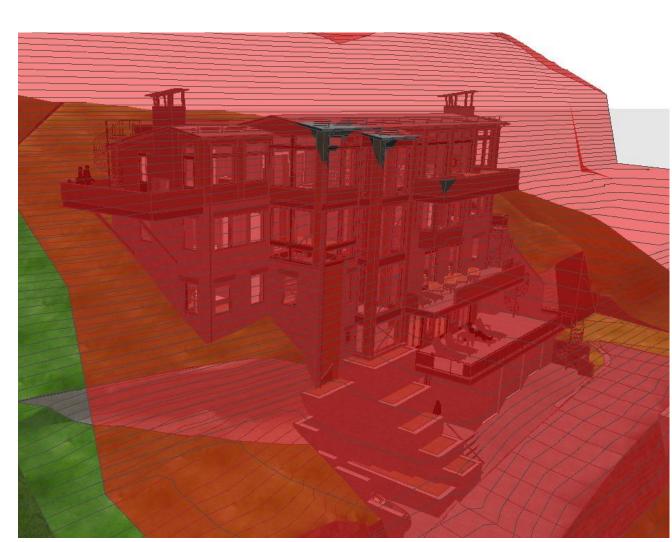
0 5' 10' 20'



South Elevation

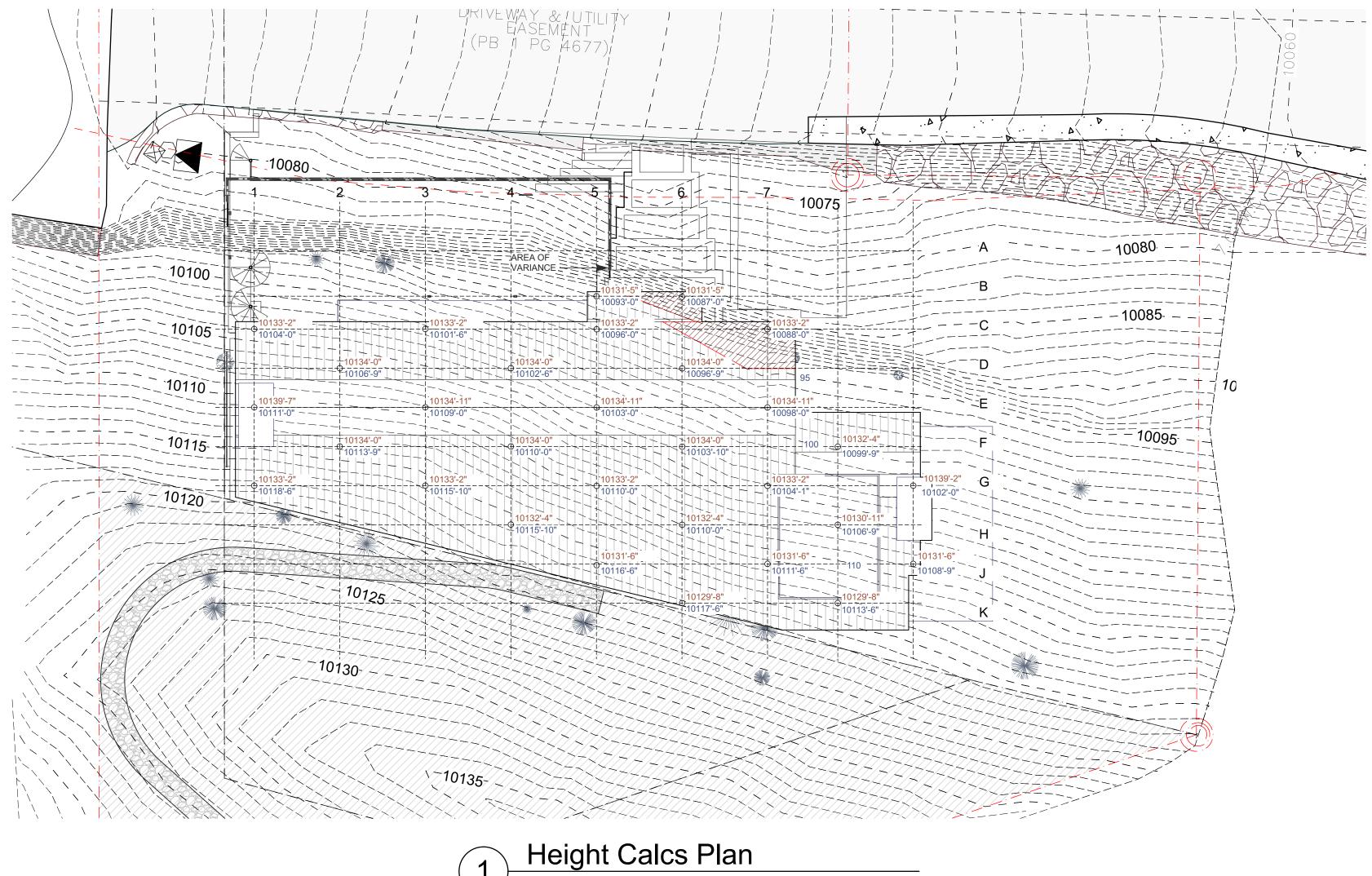
SCALE: 1" = 10'

SCALE: 1" = 10'



		1
6	40' Shell	
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STONEGATE ROOF HEIGHT CALCS (in FT)			
			-
POINT	ROOF ELEVATION	EXISTING GRADE	HEIGHT
A5	0.00	0.00	0.00
A6	0.00	0.00	0.00
B5	131.50	93.00	38.50
B6	131.50	87.00	44.50
C1	133.17	104.00	29.17
C3	133.17	101.50	31.67
C5	133.17	96.00	37.17
C7	133.17	88.00	45.17
D2	134.00	106.75	27.25
D4	134.00	102.50	31.50
D6	134.00	96.75	37.25
E1	139.65	111.00	28.65
E3	134.90	109.00	25.90
E5	134.90	103.00	31.90
E7	134.90	98.00	36.90
F2	134.00	113.75	20.25
F4	134.00	110.00	24.00
F6	134.00	103.83	30.17
F8	132.33	99.75	32.58
G1	133.17	118.75	14.42
G3	133.17	116.00	17.17
G5	133.17	110.17	23.00
G7	133.17	104.50	28.67
G9	139.17	102.00	37.17
H4	132.33	115.83	16.50
H6	132.33	111.50	20.83
H8	130.90	106.75	24.15
J5	131.50	116.50	15.00
J7	131.50	111.75	19.75
J9	131.50	108.75	22.75
K6	129.67	117.50	12.17
K8	129.67	113.50	16.17
			0.00
AVERAGE		Î	24.86



PROJECT NAME:
SINGLE FAMILY
LOT 10, STONEGATE
MOUNTAIN VILLAGE, CO
SHEET DESCRIPTION:
HEIGHT CALCS

NOT FOR CONSTRUCTION

JACK WESS?N

ARCHITECTS INC.

109 E. Colorado #2 P.O. Box 2051 TELLURIDE, CO 81435

TEL: 970.728.9755

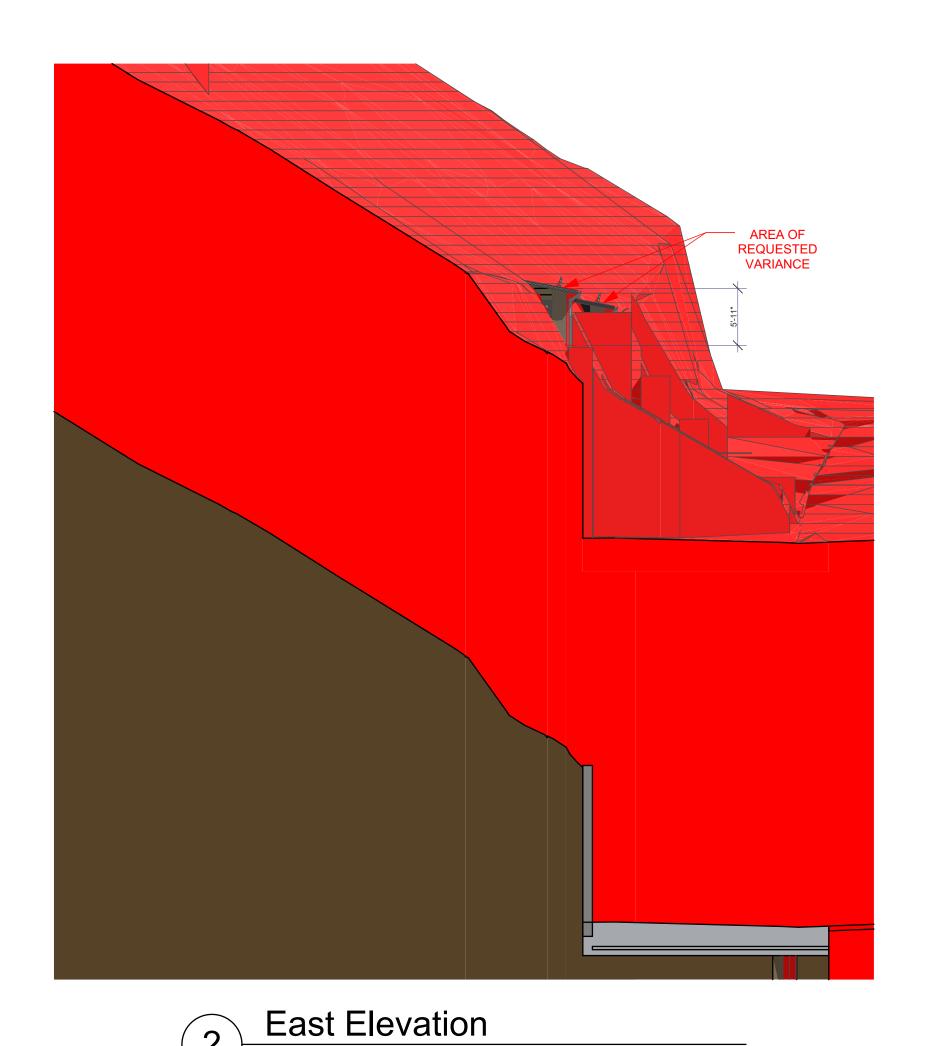
jack@wessonarch.com www.jackwessonarchitects.com

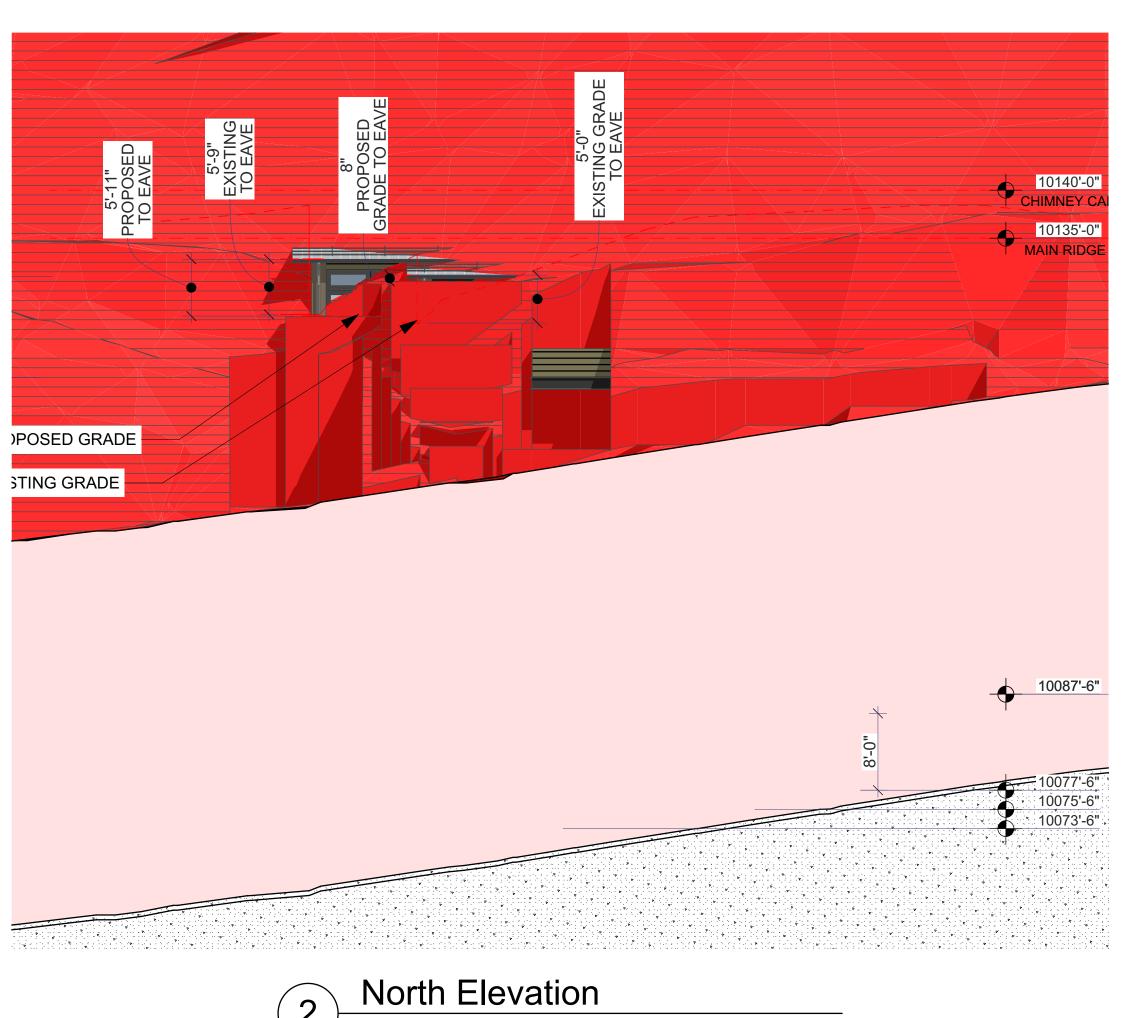
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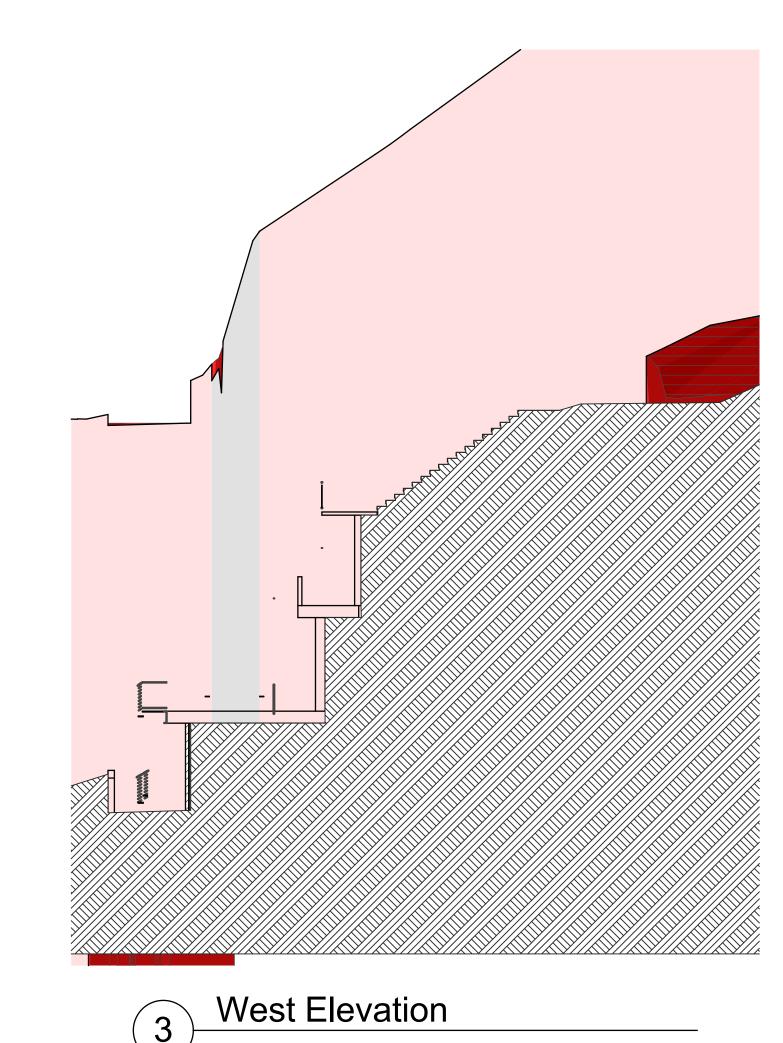
NEGATE I OT 10\DRAWINGS\STONEGATE 2 4-9-24 plp

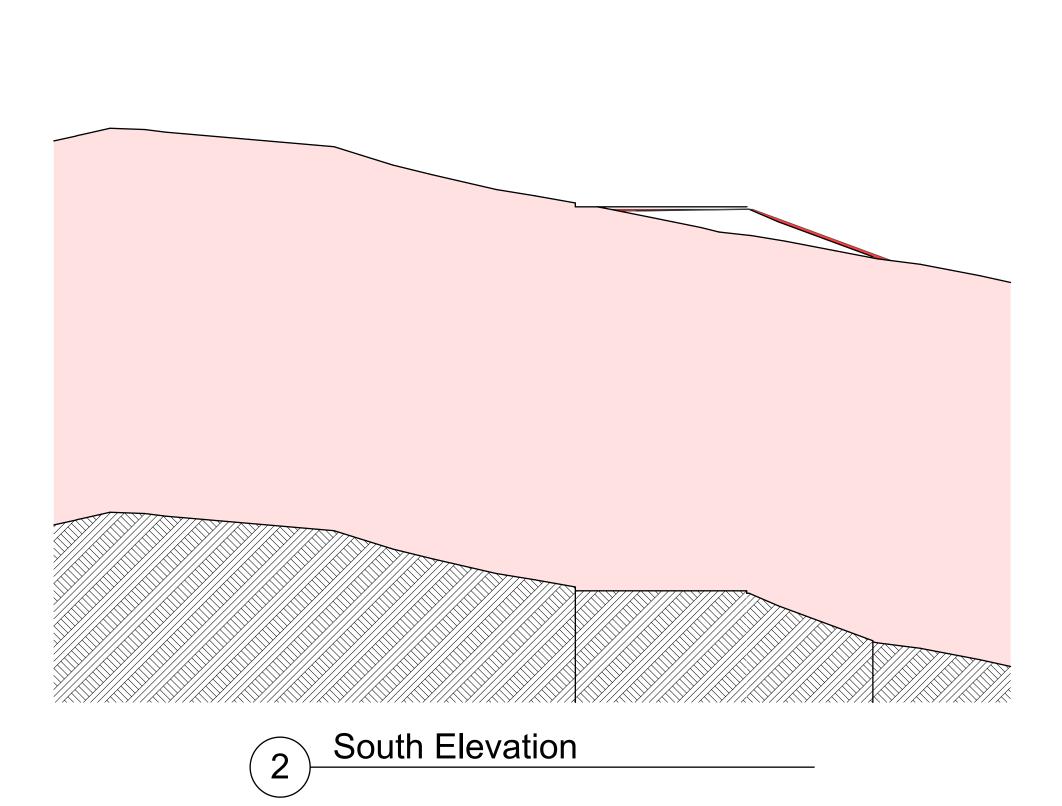
SHEET NUMBER:

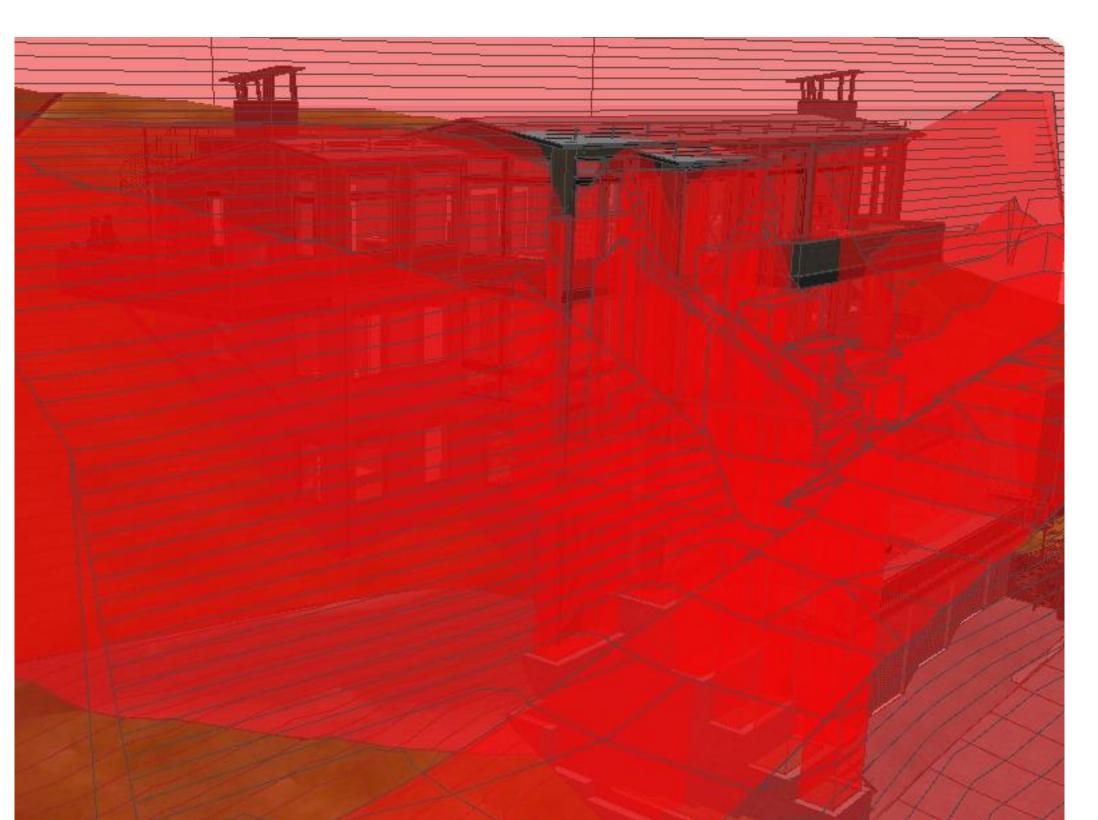
PROJECT NAME:
PROJECT MANAGER:
DRAWN BY:
REVIEWED BY:
© 2023 JWA











Proposed 35' Shell Perspective

JACK WESS?N

ARCHITECTS INC.

109 E. Colorado #2 P.O. Box 2051 TELLURIDE, CO 81435

jack@wessonarch.com www.jackwessonarchitects.com

NO	NOT FOR CONSTRUCTION		
	4-11-24	REDESIGN OPT	
	3-6-24	DRB HEIGHT CALCS	
	2-16-24	DRB APPLICATION	
	12-8-23	pre-DRB MATERIAL CALC	
	11-30-23	pre-DRB SITE PLANS	
	7-13-23	SCHEMATIC DESIGN 2	
	6-21-23	SCHEMATIC DESIGN 1	
MARK	REV. DATE	DESCRIPTION	
PROJECT NAME: PROJECT MANAGER: DRAWN BY: REVIEWED BY: © 2023 JWA			

SINGLE FAMILY LOT 10, STONEGATE MOUNTAIN VILLAGE, CO SHEET DESCRIPTION:
HEIGHT CALCSPROPOSED

A-010

Date: May 7, 2024

To: Town Council

Town of Mountain Village, CO

From: David R. Mack

Homeowner

11 Stonegate Drive Mountain Village, CO

RE: Height variance for Lot 166AR2-10, TBD Stonegate Dr.

Dear Council,

Section 17.3.11 B (1) of the CDC specifies the measurement of building height as follows:

"The Building Height shall be measured from the highest point on the rooftop, roof ridge, parapet, or topmost portion of the structure (including but not limited to the roofing membrane) to the natural grade or finished grade, whichever is more restrictive, located directly below the highest point of the structure."

Section 17.3.12 further specifies a maximum height of 35 feet, or 40 feet for a building with a gable roof (except on ridgeline lots). We therefore agree that the proposed home has a maximum building height restriction of 40 feet.

As drawn, the proposed home height measures 65 feet from the finished grade, a variance of 25 feet (see attached Exhibit A). This variance creates an 8,780 GSF home that if built would be a conspicuous 5-story anomaly in the Stonegate subdivision and substantially diminish the elevations of the surrounding homes.

Although we recognize the difficulty of building on this lot due to its steep topography, as adjacent homeowners we believe that per CDC guidelines, such a tall and imposing structure would constitute a grant of special privilege in excess of that enjoyed by other property owners in the same zoning district, by allowing a building height much greater than surrounding homes (25 feet in this case), in violation of CDC section 17.4.16 D (1) (d). Even if the Design Review Board or Town Council were to consider a lessor or even least restrictive reference for height measurement (i.e. from the existing grade rather than finished grade, or somewhere in between), the building would still create the visual impression of a very tall structure that is out of character with the existing residential vernacular of the Stonegate development and of Mountain Village in general.

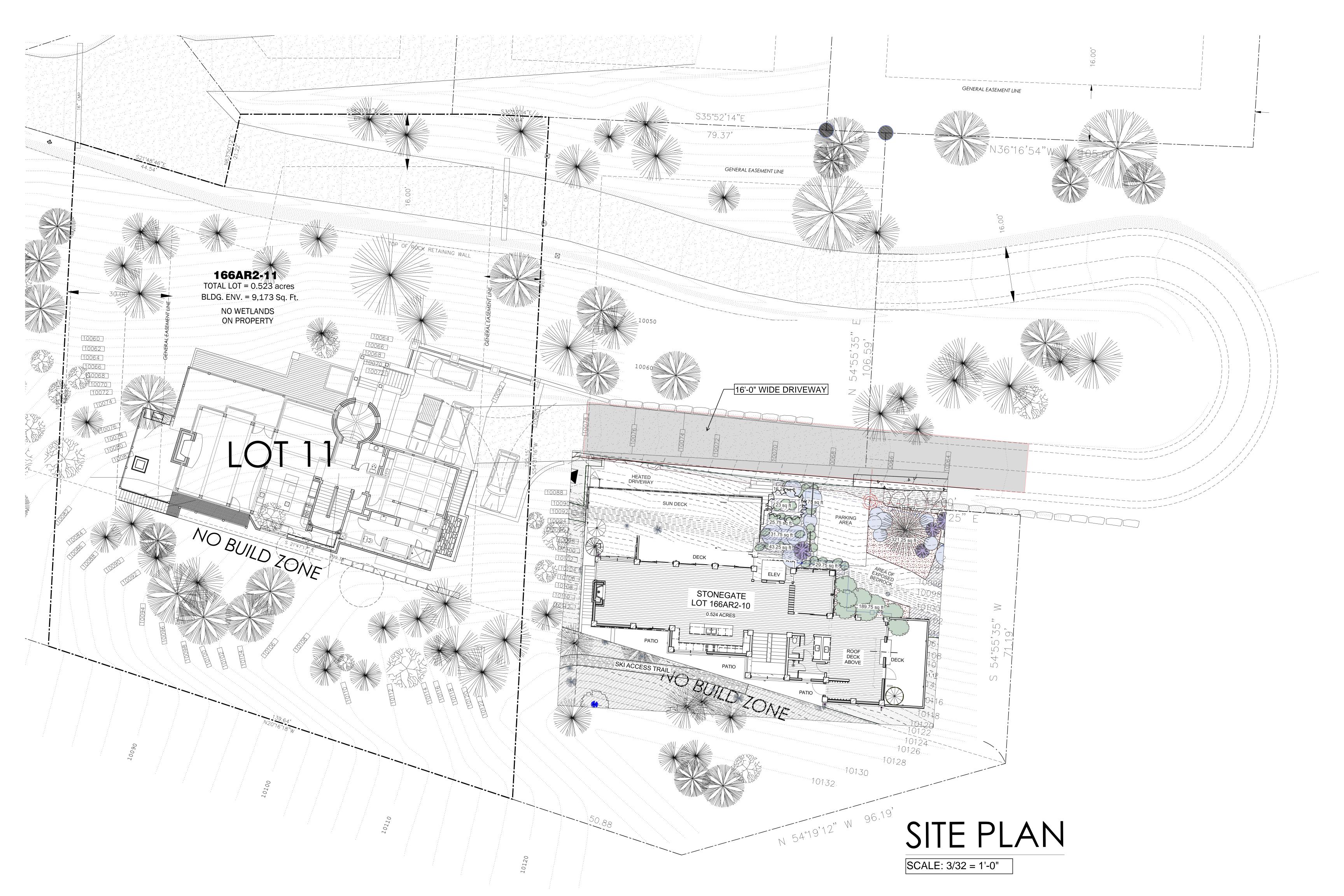
We attended the DRB meetings on March 7 (in person) and May 2 (via Zoom), and appreciate the board's deliberations. However, in light of the Town's stated intent per the CDC that variances be granted "only under extraordinary circumstances", we respectfully request that the Town Council reconsider the DRB's recommendation and deny the applicant's request for height variance.

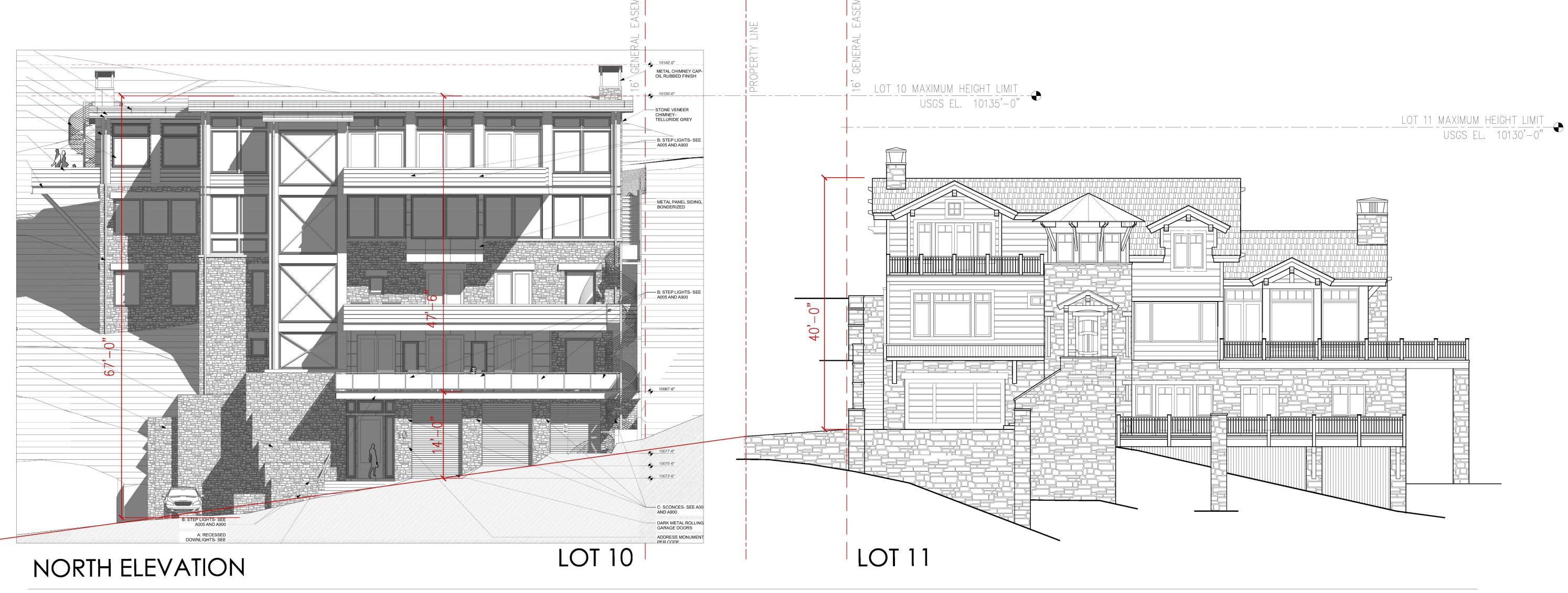
Sincerely,

David R. Mack

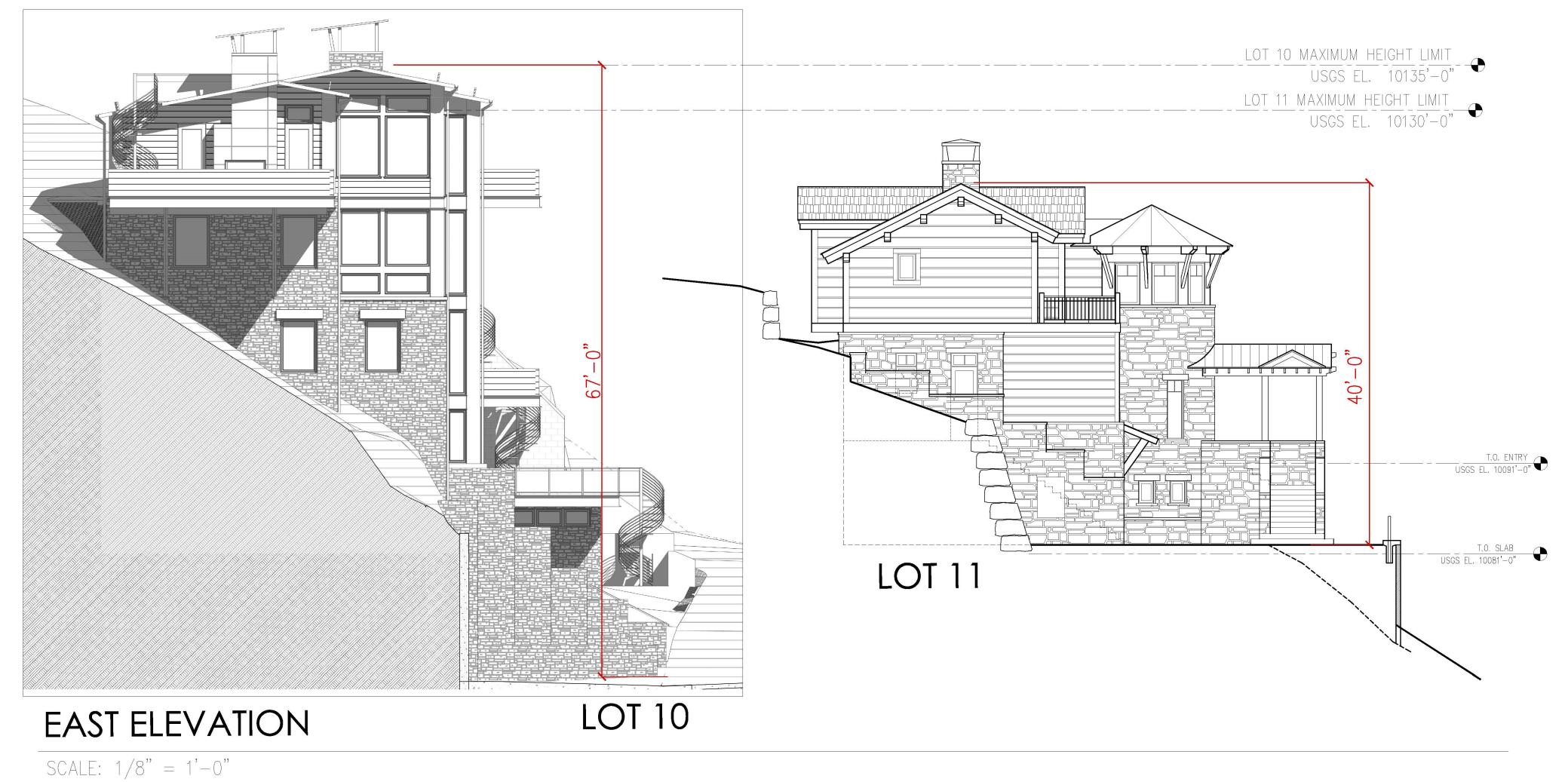
SKMach\_

(832) 723-1141 (mobile) davidrmack@gmail.com





SCALE: 1/8" = 1'-0"



# Height Variance Request for Lot 166AR2-10, TBD Stonegate Drive

Drew Nelson, Senior Planner Town Council Meeting – May 16, 2024



# **Case Summary**

### **Applicant**

Jack Wesson Architects, Inc

### **Owner**

Shavano Investments, LLC

### **Proposed Use**

• Single-Family Residence

### Zoning

Single-Family

### **Square Footage of Primary Home**

• 8,780 Gross Sf

### Lot Size

• .5239 Acres



### **Adjacent Land Uses:**

North: Single-Family Residence

South: Active Open Space – Ski Area West: Active Open Space – Ski Area

East: Single-Family Residence



### **Applicable CDC Requirements Analysis**

### Development Review Standards

• Community Development Code – CDC Sections 17.3.11–12 – Maximum Building Height and Maximum Average Building Height Limits

CDC Provision	Requirement	Proposed
Maximum Building Height		
Avg. Building Height		

### **Variance**

1) Height Variance – 6' over the Maximum Allowable Height



### **Height Variance:**

- 6' Variance
- Plat note limits roof height to 10,135' in elevation and 10,140' for chimneys

#### BUILDING HEIGHT RESTRICTIONS:

The below ("Bullding Height Restrictions"), consisting of the Bullding Height Limits and the Chimney Height Limits, apply to the following Lots:

<b>Building Height Limit</b>	Chimney Height Limits
10,135	10,140
10.130	10,135
10.085	10,090
10.063	10,068
10.035	10,040
10.025	10,030
	10,135 10,130 10,085 10,063 10,035

#### "Building Height Limits":

Except allowed Chimney Structures (as defined below), no portion of any building or other improvement constructed on any of the designated lots shall protrude or extend above the horizontal plane of the Building Height Limit designated hereon for the particular tot. Nothing herein shall extend or enlarge heights allowed by the Town of Mountain Village and the more restrictive of the provisors of this restriction or the Town of Mountain Village and the more restrictive of the provisors of this restriction or the Town of Mountain Village is and the Original Response Guidelines shall control. The Building Height Limits do not burden or restrict development on the remainder of the Lots.





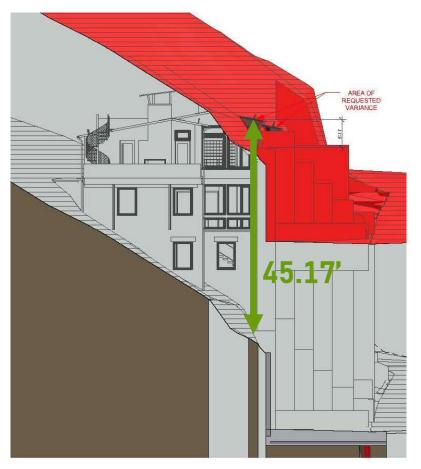


### **Elevations**

### **Height Variance:**

- 45.17' proposed from existing grade
- 6' Variance requested

### Is this the minimum necessary?

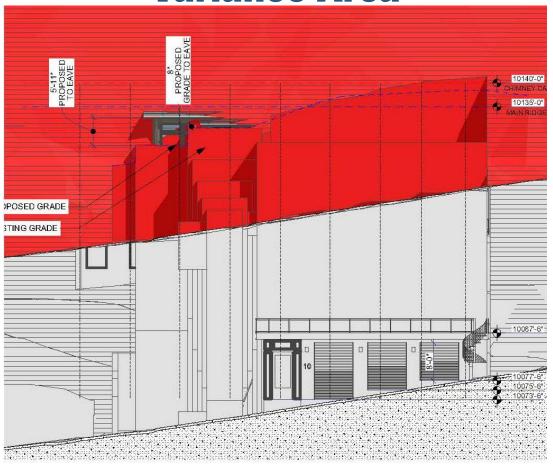




East Elevation



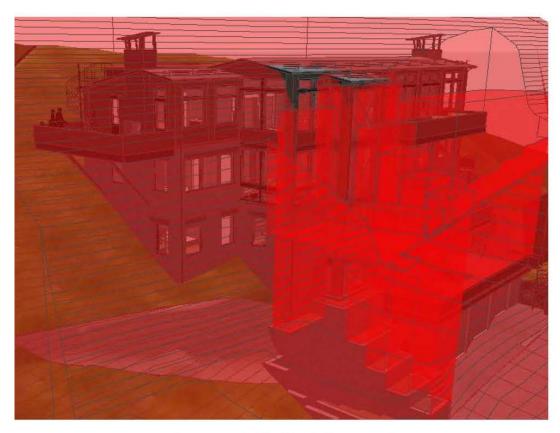
# **Variance Area**

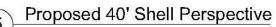


North Elevation

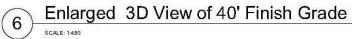


# **Variance Area**











### **Variance Criteria**

### Development Review Standards

- Community Development Code CDC Sections 17.4.16 Variance Process
  - a. Strict application of the CDC regulations would result in hardship due to special circumstances of the lot such as size, shape, topography, or other physical conditions
  - b. Variance can be granted without substantial detriment to the public health, safety, and welfare
  - c. Variance can be granted without substantial impairment of the CDC
  - d. Variance does not constitute a grant of special privilege in excess of that enjoyed by other owners in the same zone district
  - e. Reasonable use of the property is not otherwise available without a variance, and the variance is the minimum necessary for reasonable use
  - f. Lot for the variance was not created in violation of Town regulations/state statutes
  - g. Variance is not based on economic hardship alone
  - h. Variance meets all other applicable Town standards and regulations



### **Recommendation**

### DRB Recommendation - May 2, 2024:

Design Review Board recommended approval of the variance by a vote of 7-0, with conditions

### **Town Staff Recommendation:**

Town staff recommends approval with the findings of fact in the staff memo with conditions



# **Recommended Motion**

"I move to approve a Resolution Approving a Height Variance allowing a maximum height of 6 feet above the allowable, per the height restrictions listed in the CDC for portions of a new single-family residence located at Lot 166AR2-10, TBD Stonegate Drive based on the evidence provided in the staff record of memo dated May 6, 2024, and the findings of this meeting and with the following conditions:

- 1. The approved height variance is valid only with the design presented for Initial DRB review on May 2, 2024, and is valid only for the 18-month period of that design approval. One 6-month extension of the original design review approval is allowable.
- 2. The height variance is specific to the area described in the staff memo in Figure 6, and represented in the DRB approved drawings. Should any modifications to the building design occur, including future expansion, that the variance would not cover portions of the building that are not thus described."



# QUESTIONS





# 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:** Drew Nelson, Senior Planner

FOR: Mountain Village Town Council Public Hearing: May 16, 2024

**DATE:** May 6, 2024

RE: Staff Memo - Consideration of an Ordinance for a Planned Unit

Development Amendment, Pursuant to Section 17.4.12.N. of the

Community Development Code

APPLICATION OVERVIEW: Consideration of an Ordinance for a Planned
Unit Development Amendment

Lots 38-50-51RR and OS-1A-MVB – Madeline Hotel Ice Rink Management

#### **PROJECT GEOGRAPHY**

**Legal Description:** HC 702 TELLURIDE MOUNTAIN VILLAGE RESORT CONDOMINIUMS LOT 38 50 51RR ACC TO PLAT BK 1 PG 4849 AND DECS 445635 DEC 23 2016 ALSO PL BK 1 PG 4061 PL BK 1 PG 4064 AND DECS 405677 FEB 11 2009 420677 NOV 23 2011 430163 OCT 7 2013 436249 JAN 29 2015 436900 MARCH 20 2015 437569 MAY 15 2015

Address: 568 Mountain Village Boulevard Applicant/Agent: Town of Mountain Village

Owner: Town of Mountain Village Zoning: Village Center/Mixed Use

**Existing Use:** Ice Rink – Madeline Hotel **Proposed Use:** Private Use of Public

Skating Rink Lot Size: 0.858 Adjacent Land Uses:

North: Mixed Use
East: Mixed Use
West: Mixed Use
South: Mixed Use



#### Figure 1: Vicinity Map

#### **ATTACHMENTS**

**Exhibit A: Application Narrative** 

Exhibit B: Development and Conveyance Agreement Exhibit C: Lease and Management Agreement

<u>Case Summary</u>: The Town of Mountain Village owns and maintains the ice rink located adjacent to the Madeline Hotel and Residences at 568 Mountain Village Boulevard. The Madeline Hotel serves as the operator of the skate rental concession. The Town has been in negotiations with hotel management to amend and modernize the existing Lease and Management Agreement along with the Development and Conveyance Agreement that establishes the terms of use of the ice rink. The draft amended agreements will memorialize the general terms that the Town and hotel management have reached for shared use between the parties. These proposed terms include revenue sharing, private use by the hotel for special events, and overall management improvements of the public benefits to allow for better use of the ice rink. No physical changes to the exterior of the hotel or plaza are proposed through these agreements.

This application is considered a Major PUD Amendment because it changes the terms of the original Development Agreement and slightly alters the public benefits as outlined in the approved PUD.

Specific terms of the proposed amendment include the following:

- Allows the hotel up to eight (8) private events each ice season, with blackout dates for popular holidays.
- Allows the Town up to six (6) public events each ice season, with the same blackout dates as noted above.
- Allows for free public skating for anyone who brings their own skates, and a free skate rental for hotel guests under 12 years of age.
- Allows each partner the opportunity for two (2) social purpose days to provide a fundraising opportunity for non-profit organizations.
- Splits the net profits/losses for the ice rink equally between the partners, including the costs for the fountain room.
- Sunsets the remaining financial obligation in the Conveyance Agreement after one full replacement of the sun shade system used to preserve ice.
- Commits the parties to remodel the public restrooms that are part of the hotel.

Of particular note, this proposal does not change the summer usage of the ice rink area for special events. The hotel regularly applies for and receives a Plaza Licensing Agreement and Special Event Permit for use of the rink for events.

**Applicable CDC Requirement Analysis:** The DRB's role in reviewing PUDs and amendments was focused on the physical design of any proposed development, so limited review of this PUD amendment was appropriate in this case. However, the Town Council has broad oversight of review of PUD amendments as it relates to the Development Agreement. The DRB reviewed this at their April 4, 2024 meeting and recommended approval. The applicable requirements cited may not be exhaustive or all-inclusive. The applicant is required to follow all requirements even if an applicable section of the CDC is not cited. **Please note that Staff comments will be indicated by Italicized Text**.

#### **Chapter 17.4: PLANNED UNIT DEVELOPMENT REGULATIONS**

#### 17.4.12.N. Planned Unit Development Amendment Process

Section 17.4.12.N. of the CDC guides the Town Council in the process of major amendments to PUDs. The CDC specifically notes that a major amendment shall be processed as a Class 4 development application, and the criteria for a decision for a PUD amendment are the same as for the creation of a PUD. Section 17.4.12.O.2. allows the

Town of Mountain Village to initiate the amendment process, which is the case for this application.

Staff: The proposed amendments to the Agreements is in conformance with the policies and procedures for PUDs as established by the CDC. The CDC requires that any changes to the public benefits or improvements outlined in the Development Agreement be considered a major amendment to the PUD, which requires the Class 4 review by the DRB and Town Council.

#### 17.4.12.E. Criteria for Decision

Section 17.4.12.E. of the CDC provides for nine (9) criteria that shall be met for the review authority to approve the PUD and its associated Development Agreement:

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

Staff: As noted in the application narrative prepared by the Town, there are two sections of the 2022 Comprehensive Plan that are applicable to this PUD amendment:

- Open Space and Recreation 3E "Mountain Village continues to work with regional partners to provide a world-class recreational experience."
- Community Facilities Vision "Mountain Village maintains progressive, sustainable, and responsive public services and community facilities."

Staff believes this criteria is being met.

The proposed PUD is consistent with the underlying zone district and zoning designations on the site or to be applied to the site unless the PUD is proposing a variation to such standards.

Staff: No material changes are being proposed to the underlying zoning or major components of the existing approved PUD. The proposed amendment will create a more equitable management arrangement between the Town and the hotel. It will also allow for limited private use of a public facility.

 The development proposed for the PUD represents a creative approach to the development, use of land and related facilities to produce a better development than would otherwise be possible and will provide amenities for residents of the PUD and the public in general.

Staff: The use of the ice rink by the public as an amenity for both residents and guests of the hotel provides for a creative approach to management of the facility, and splits costs and responsibilities more equitably between the parties for the betterment of the community.

4. The proposed PUD is consistent with and furthers the PUD purposes and intent.

Staff: The PUD amendment allows for the ice rink to continue to be a public amenity as originally envisioned in the approved PUD. The amendment would allow the Town to fund the cost of operations and maintenance with revenues directly related to the ice rink itself.

5. The PUD meets the PUD general standards.

Staff: Section 17.4.12.I. of the CDC provides for general standards when applying for a PUD that includes the following:

- Authority to Initiate The Town of Mountain Village is initiating the PUD amendment, and is authorized by the CDC to do so.
- Eligible Property the property is eligible and the application is supported by hotel management.
- Minimum PUD Size not applicable.
- Minimum Density not applicable.
- Rezoning Ordinance Required the Town Council is considering an ordinance that would approve the proposed amended Development Agreement and Lease/Management Agreement. There is no rezoning proposed.
- Prior Approved PUDs This is an amendment to the prior approved PUD.
- Density Transfer not applicable.
- Landscaping and Buffering not applicable.
- Infrastructure the proposed PUD amendment would not change any of the physical infrastructure associated with the ice rink.
- Phasing there is no phasing proposed as part of the PUD amendment.
- 6. The PUD provides adequate community benefits.

Staff: As noted in the application narrative, the proposed PUD amendment would continue to provide the public with the benefit of access to the ice rink. In addition, the community benefits from cost and revenue sharing between the Town and the hotel to work towards breaking even on the management of the ice rink. This amendment would also require the hotel to pay for a full replacement of the sun shade system, which is a significant benefit as it extends the ice season to the end of ski season. The Development Agreement also memorializes a remodel of public restrooms as previously authorized by the Town Council.

7. Adequate public facilities and services are or will be available to serve the intended land uses.

Staff: Through the proposed PUD amendment, the public continues to have access and services related to the ice rink. Further, the public benefits through cost and revenue sharing rather than the imbalance that exists between the Town and the hotel currently.

8. The proposed PUD shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion.

Staff: The proposed PUD does not create any additional circulation hazards, and all parking/trash/delivery issues would not be changed by the amended agreements.

9. The proposed PUD meets all applicable Town regulations and standards unless a PUD is proposing a variation to such standards.

Staff: The amendment will allow for private use of a public facility as defined in the Lease and Management Agreement that is proposed for the PUD amendment. Section 17.6.2. of the CDC regulates special events in the Town, and any private use by the hotel will still require a Special Event Permit to be approved prior to the use of the ice rink.

**Design Review Board Recommendation:** The Design Review Board reviewed this application at their regular meeting on April 4, 2024, and unanimously recommended approval of the application to the Town Council.

**Staff Recommendation:** Staff recommends the Town Council approve the PUD Amendment as proposed.

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

#### **Proposed Motion:**

Following a public hearing, Staff recommends approval and has provided the suggested motion below.

#### Approval:

I move to approve an Ordinance on second reading approving an amended Planned Unit Development, amending the Lease and Management Agreement and the Development and Conveyance Agreement, for Lot 38-50-51RR and Lot OS-1A-MVB, based on the evidence provided in the staff memo of record dated May 6, 2024, and the findings of this meeting.



TO: DRB

FROM: Molly Norton, Community Engagement Coordinator

J.D. Wise, Economic Development & Sustainability Director

DATE: February 21, 2024

RE: Madeline Ice Rink Management Agreement – Major PUD Amendment

**Application** 

#### **SUMMARY**

The Town has been working with the Madeline Hotel & Residences to renegotiate the ice rink lease and management agreement. The Town owns and maintains the ice rink under the Ice Rink Easement Agreement and has historically done so at a significant loss. The Town seeks to execute a new ice rink lease and management agreement with the Madeline with the inclusion of the below terms, which necessitates a major PUD amendment application. The proposed terms for this new agreement envision an equitable share of revenues/losses once both entities costs are covered.

#### PROPOSED ICE RINK AGREEMENT TERMS:

- Madeline allowed up to 8 private events each ice season.
  - Blackout dates December 20 January 5, Friday Monday of MLK weekend, Friday Monday of Presidents weekend.
- TMV allowed up to 6 public events same blackout dates apply.
- Free public skating for anyone who brings their own skates.
- Madeline guests under 12 can receive a token for a free skate rental during their stay.
- Town commits to remodeling the public restrooms (already an obligation of the Town under the Development Agreement) in the TMV civic condominium to current remodel standards.
   Madeline contractor will perform all work and Madeline will bill the town for the remodel costs up to \$355,000.
- Town and Madeline to split the 2022 overage cost for the fountain water room 50/50 (\$16,700 total overage amount).
- Town will amend the OS1A MVB Conveyance Agreement to re-state Madeline's obligation to provide one full replacement of the ice rink shade structure not to exceed the \$110,000 obligation in the current agreement and removing the obligation for excess funds to be used for additional R&M purposes. Madeline has already contributed ~\$25,000 for the initial system.
  - Parties agree to communicate the need for a new system no less than 6 months in advance of the ice season to allow reasonable time for budgeting purposes.
- Madeline shall be allowed up to two "social purpose" days where 100% of net proceeds are donated to a 501(c)(3) of Madeline's choice. Madeline shall confer with the Town for selection of the 501(c)(3).
- Town shall be allowed up to two "social purpose" days same as above with proceeds benefiting a local non-profit.
- Madeline and Town will split net profit or loss on the ice rink 50/50:
  - Net profits accounting for all revenues minus actual operating expenses (labor, equipment lease, etc.) for both parties.
  - Not to include capital improvements, equipment purchases, new skates, etc.
- Parties are working in good faith to bring through a PUD amendment and subsequently execute this agreement. If the PUD amendment is approved, this arrangement would go into effect retroactive to the 2022/2023 ice season and payment shall be made in arrears for the 2022/23 and 2023/24 ice seasons.



#### **BACKGROUND:**

In the original PUD for the Madeline Hotel & Residences, the ice rink at Reflection Plaza was built as a public benefit. The Town owns and maintains the ice rink and has engaged various operators over the years to handle day-to-day operations of the rink and associated skate center. In recent years the Madeline has operated the rink under the 'Commercial Lease and Management Agreement Mountain Village Ice Rink and Skate Center' which expired in 2022.

In November 2022 the Town and the Madeline entered into a short-term Ice Rink Lease Agreement establishing a desire by both parties to renegotiate a long-term agreement to realize the ice rink's full potential.

In the previous agreement, the Town received a revenue share of 5% of gross revenues and was responsible for utility costs and the day-to-day maintenance of the ice surface. For the 2022/2023 season, this would have resulted in revenues of \$4,340 paid to the Town, with expenses of \$69,697 in labor and utility costs for a net loss of (\$65,357). Meanwhile, the Madeline would have realized a net profit of \$51,451.

In the agreement purposed in this major PUD amendment, the Town and the Madeline would share in any profits or losses equally, with profits only being realized once both entities costs had been recovered. For the 2022/2023 ice season, overall costs were not met, and each entity would realize a loss of (\$6953). Moving forward, the Madeline is confident that they will continue to drive use of the rink and, along with the ability to sell the ice rink for private rentals, will generate modest profits in the coming season.

<b>PROPOSED Reflection Plaza Ice Rink Agreement</b>		
Based on 22/23 Winter Season		
Costs	Profit/Loss	
\$100,697	(\$13,906)	
400 000	(45.050)	
\$69,697	(\$6,953)	
\$31,000	(\$6,953)	
	on 22/23 Winter Season <u>Costs</u> \$100,697 \$69,697	

PREVIOUS Reflection Plaza Ice Rink Agreement  Based on 22/23 Winter Season			
	\$86,791	\$100,697	(\$13,906)
TMV (5% of reveune)	\$4,340	\$69,697	(\$65,357)
Madeline	\$82,451	\$31,000	\$51,451
	, , , , , , , ,	, , , , , , , ,	7 - 2, 10 -

#### **CRITERIA FOR DECISION:**

Section 17.4.12(E):

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



the PUD Zone District, along with the associated PUD development agreement:

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

The Comprehensive Plan's Open Space and Recreation Vision emphasizes the importance of recreation activities and facilities in our community. The policies and principles in 3E of the Comprehensive Plan outline that "II. Mountain Village continues to work with regional partners to provide a world-class recreational experience." Furthermore, 3.II.B. & C. outline the need to strengthen and forge new partnerships and to provide residents and visitors with diverse and exciting recreational opportunities.

As demonstrated in this application and the new agreement, Town looks to continue to work with the Madeline, our local partner, to provide the day-to-day management of the ice skating operations. The application seeks to enhance the partnership and community benefit with Town's commitment to work with Madeline on a cost-savings approach to remodel the public restrooms and improve the quality of those facilities as well as opportunities for "social purpose" days for local non-profits. The Madeline has proven to be a valuable partner in providing the staffing and skate equipment for the ice rink. They continue to invest in events to promote and enhance the guest experience, including an alpenglow projection show on the ice for the 2023/2024 winter season.

Lastly, the Community Facilities Vision states, "Mountain Village maintains progressive, sustainable, and responsive public services and community facilities." With the new agreement under this PUD amendment, Town will realize meaningful revenues to support the operation and maintenance of this important community facility. Additionally, the facility becomes more accessible to the public, with free skating allowed during all operating hours when participants bring their own skates.

2. The proposed PUD is consistent with the underlying zone district and zoning designations on the site or to be applied to the site unless the PUD is proposing a variation to such standards;

No changes to zone district or zoning designations are proposed as part of this application.

3. The development proposed for the PUD represents a creative approach to the development, use of land and related facilities to produce a better development than would otherwise be possible and will provide amenities for residents of the PUD and the public in general;

No new development is proposed as part of this application. The new terms of the commercial lease and management agreement provide a creative approach to sharing revenue after outlined costs are covered; enabling Town to pay for the costs of operating and maintaining the facility with rental revenues rather than taxpayer dollars. Additionally, the new agreement provides an opportunity for a limited number of private rentals to help generate increased revenue (a practice commonly utilized at similar public facilities) as well as the opportunity for ice skating revenues to assist in benefiting non-profit organizations.

4. The proposed PUD is consistent with and furthers the PUD purposes and intent;

The PUD amendment continues to provide the ice rink as a public benefit as outlined in the original PUD and provides for a replacement of the sunshade system as outlined in the OS1A MVB Conveyance Agreement not to exceed the costs originally outlined in the original agreement. The Town remains responsible for costs of maintaining the rink per the Ice Rink Systems Easement Agreement, but with the ability now to fund those costs with the ice skate rink revenues.



#### 5. The PUD meets the PUD general standards;

This PUD amendment meets the PUD general standards as outlined in 17.4.12(I) of the CDC:

- 1. Authority to Initiate. The Town of Mountain Village, under its authority in the CDC, is bringing this application forward.
- 2. Eligible Property. Lot 38-50-51R is an eligible property.
- 3. Minimum PUD Size. Not applicable to this application.
- 4. Minimum Density. Not applicable to this application.
- 5. Rezoning Ordinance Required. Not applicable to this application.
- 6. *Prior-Approved PUDs.* This was a prior approved PUD and at the time of approval it met PUD standards or was granted variances pursuant to the provided public benefits.
- 7. *Density Transfer.* Not applicable to this application.
- 8. *Landscaping and Buffering.* This application does not change the physical aspects of the ice rink, landscaping or public spaces.
- 9. *Infrastructure*. This application does not change any infrastructure of the ice rink or associated facilities.
- 10. Phasing. Not applicable to this application.
- 6. The PUD provides adequate community benefits;

This new agreement improves the community benefits of the original agreement. This includes the ice rink still as a public benefit with the additional benefit of the costs of operating and maintaining the ice rink to be appropriately covered by the revenues of the ice rink, free public skating during all operational hours with you bring your own skates, Town's ability to host up to 2 days where all revenues will benefit a local non-profit and remodeled public restrooms located in the breezeway nearest top of Chair 1.

7. Adequate public facilities and services are or will be available to serve the intended land uses;

The ice rink remains a public facility, managed under the commercial lease and management agreement by the Madeline Hotel and Residences. The new agreement improves free, public use of the facility with free skate hours extended from 1 hour to all hours of operation. Previously, free skate was limited to 12-1. Anyone bringing their own skates may use the facility for free during operating hours. The new agreement also allows for private rental of the facility up to 8 days in the season, of which revenues will be shared equally between Town and the Madeline, as well as Town's ability to reserve use of the rink for special events.

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



The proposed amendment does not create vehicular or pedestrian circulation hazards nor cause parking, trash or service delivery congestion.

9. The proposed PUD meets all applicable Town regulations and standards unless a PUD is proposing a variation to such standards.

The proposed amendment follows Town regulations and standards. The newly added ability for private and special use events will follow the Special Events Regulations and application process.

#### **ATTACHMENTS**

Appendix A: 2024 Mountain Village Ice Rink Lease and Management Agreement Appendix B: Combined First Amendment to Development Conveyance Agreements

#### ORDINANCE NO. 2024-

# AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING A MAJOR PLANNED UNIT DEVELOPMENT AMENDMENT FOR LOT 38-50-51R

WHEREAS, the Town owns certain real property in San Miguel County located at 568 Mountain Village Boulevard, Mountain Village, Colorado, Assessor Parcel No. 477903106105 (the "Property"), which is subject to the Lot 38-50-51R Planned Unit Development ("PUD"); and

WHEREAS, as part of the Town's approval of the Lot 38-50-51R PUD, as governed by the Second Amended and Restated Development Agreement between the Town and Madeline Property Owner, LLC ("MPO"), recorded in the San Miguel County Clerk and Recorder's Office at Reception No. 439952 ("Development Agreement"), the Town approved a replat of OS-1A-MVB ("Replat Approval"), previously owned by the Town, into Lot 38-50-51R to be incorporated into the Telluride Mountain Village Resort Condominiums ("Community") and to be used for the construction of a porte cochere, elevated outdoor pool, and pool deck for the Community in accordance with plans approved by the Town's Design Review Board ("DRB"); and

WHEREAS, in conjunction with the Replat Approval, the Town conveyed OS-1A-MVB to MPO pursuant to a Special Warranty Deed recorded on March 25, 2015, and in accordance with that certain OS-IA-MVB Conveyance Agreement recorded at Reception No. 436899 ("Conveyance Agreement"); and

WHEREAS, the Conveyance Agreement was amended by the First Amended and Restated OS-1A-MVD Conveyance Agreement dated December 23, 2016, a copy of which was recorded at Reception No. 445639 ("Amended Conveyance Agreement"); and

WHEREAS, on November 24, 2022, the Town and AUBERGE, Madeline Hotel Operator, LLC ("AMHO") entered into a Mountain Village Ice Rink Lease ("Ice Rink Lease") providing for the shared use and operation of an ice rink owned by the Town that is within the PUD and adjacent to the Madeline Hotel; and

WHEREAS, Telluride Resort Partners, LLC ("Current Owner") is the successor and assignee of MPO with respect to the Amended Conveyance Agreement and the Development Agreement, and Telluride Resort Partners, LLC ("Current Operator") is the successor and assignee of AMHO with respect to the Ice Rink Lease;

WHEREAS, the Town has submitted an application to allow for private rentals of the ice rink and to amend the terms and conditions of the Ice Rink Lease, the Development Agreement, and the Amended Conveyance Agreement as reflected in the documents referenced in <a href="Exhibit B">Exhibit B</a> to this Ordinance; which application consists of the materials submitted and itemized on <a href="Exhibit A">Exhibit A</a> attached hereto, plus all statements, representations, and additional documents of the Town and its representatives as reflected in the minutes of the public hearings before the DRB and Town Council (collectively, "Application"); and

WHEREAS, the DRB held a public hearing regarding the Application on April 4, 2024, and voted 7-0 to issue a recommendation of approval to the Town Council concerning the Application; and

WHEREAS, the Town Council has considered the Application, the DRB's recommendation, and testimony and comments presented at the public meetings and public hearings where this Ordinance was considered by the Town Council, as well as the criteria set forth in Section 17.4.12.E of the Town's Community Development Code ("CDC") and finds that each of the following has been satisfied or will be

satisfied upon compliance with the conditions of this Ordinance set forth below and in the Combined First Amendment to Development Agreement and Conveyance Agreement:

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

WHEREAS, the Town Council now desires to approve the Application, subject to the terms and conditions set forth below.

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

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

<u>Section 2. Approvals.</u> The Town Council hereby approves the Application, subject to the conditions set forth below. The Town Council also approves those documents listed on the attached <u>Exhibit B</u>, which the Mayor and Town Clerk are authorized to sign on behalf of the Town subject to, prior to execution and recordation, edits relative to timing and order of recordation of documents as determined by the Town Manager and ministerial edits by Town Staff. All exhibits to this Ordinance are available for inspection at the Town Clerk's Office.

<u>Section 3. Conditions</u>. The approval of the Application is subject to the following terms and conditions:

3.1. [Insert any conditions imposed by Town Council.]

<u>Section 4. Severability</u>. If any portion of this Ordinance is found to be void or ineffective, it shall be deemed severed from this Ordinance and the remaining provisions shall remain valid and in full force and effect.

Section 5. Public Hearing. A public hearing 2024, in the Town Council Chambers, To Colorado 81435.	g on this Ordinance was held on the day of, own Hall, 455 Mountain Village Blvd., Mountain Village,
Section 6. Publication. The Town Clerk or Ordinance as required by the Town Charter.	Deputy Town Clerk shall post and publish notice of this
INTRODUCED, READ, AND REFERRE of Mountain Village, Colorado this day	D to public hearing before the Town Council of the Town of, 2024.
TOWN OF MOUNTAIN VILLAGE:	TOWN OF MOUNTAIN VILLAGE, COLORADO, A HOME-RULE MUNICIPALITY
	By: Martinique Prohaska, Mayor
ATTEST:	
Susan Johnston, Town Clerk  HEARD AND FINALLY ADOPTED by Colorado thisday of, 2024.	y the Town Council of the Town of Mountain Village,
TOWN OF MOUNTAIN VILLAGE:	TOWN OF MOUNTAIN VILLAGE, COLORADO, A HOME-RULE MUNICIPALITY
	By: Martinique Prohaska, Mayor
ATTEST:	
Susan Johnston, Town Clerk	
Approved as to Form:	
David McConaughy, Town Attorney	

1. The attached copy of Ordinance No. 202				
<ol> <li>The Ordinance was introduced, read by the Town Council the Town ("Council" Blvd., Mountain Village, Colorado, on Town Council as follows:</li> </ol>	) at a regular meetii	ng held at	Town Hall,	455 Mountain Village
Council Member Name	"Yes"	"No"	Absent	Abstain
Martinique Prohaska, Mayor				
Scott Pearson, Mayor Pro-Tem				
Harvey Mogenson				
Peter Duprey				
Jack Gilbride				
Tucker Magid				
Huascar Gomez				
<ol> <li>A public hearing on the Ordinance wa Council held at Town Hall, 455 Mountai 2024. At the public hearing, the Ord amendment by the Town Council, by th</li> </ol>	n Village Blvd., Mo inance was consid	untain Vil ered, read	lage, Colora l by title, a	ndo, on, and approved without
		"No"	Absent	
Council Member Name	"Yes"	110	1 1050110	Abstain
Council Member Name Martinique Prohaska, Mayor	"Yes"	140	7 TOSCIII	Abstain
	"Yes"	110	Tiosent	Abstain
Martinique Prohaska, Mayor Scott Pearson, Mayor Pro-Tem Harvey Mogenson	"Yes"	NO	Trosent	Abstain
Martinique Prohaska, Mayor Scott Pearson, Mayor Pro-Tem Harvey Mogenson Peter Duprey	"Yes"	110	Tiosent	Abstain
Martinique Prohaska, Mayor Scott Pearson, Mayor Pro-Tem Harvey Mogenson Peter Duprey Jack Gilbride	"Yes"	110	Tiosent	Abstain
Martinique Prohaska, Mayor Scott Pearson, Mayor Pro-Tem Harvey Mogenson Peter Duprey Jack Gilbride Tucker Magid	"Yes"	110	Tiosent	Abstain
Martinique Prohaska, Mayor Scott Pearson, Mayor Pro-Tem Harvey Mogenson Peter Duprey Jack Gilbride	"Yes"	110	Tiosent	Abstain
Martinique Prohaska, Mayor Scott Pearson, Mayor Pro-Tem Harvey Mogenson Peter Duprey Jack Gilbride Tucker Magid	Mayor, sealed with the official records of the	ne Town s	eal, attested	by me as Town Clerk,

#### Exhibit A

List of Application Materials

#### Exhibit B

- 1. Mountain Village Ice Rink and Skate Center Lease and Management Agreement in the form attached hereto as <a href="Exhibit B-1">Exhibit B-1</a>.
- 2. Combined First Amendment to Third Amended and Restated Development Agreement for Lot 38-50-51R Planned Unit Development and Second Amended and Restated OS-1A-MVB Conveyance Agreement in the form attached hereto as <a href="Exhibit B-2">Exhibit B-2</a>

## MOUNTAIN VILLAGE ICE RINK AND SKATE CENTER LEASE AND MANAGEMENT AGREEMENT

THIS MOUNTAIN VILLAGE ICE RINK AND SKATE CENTER LEASE AND MANAGEMENT AGREEMENT ("Lease") is made this \_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date"), by and between TOWN OF MOUNTAIN VILLAGE, a Colorado home rule municipality ("Landlord" or "Town"), and Telluride Resort Partners LLC ("Tenant," and together with Landlord, the "Parties").

WHEREAS, Landlord owns certain real property in San Miguel County located at 568 Mountain Village Boulevard, Mountain Village, Colorado, Assessor Parcel No. 477903106105 (collectively, the "Premises"); and

WHEREAS, the Parties entered into a Commercial Lease and Management Agreement dated June 19, 2015 ("Original Lease"), whereby Landlord leased to Tenant the Premises according to terms and conditions therein; and

WHEREAS, the Parties subsequently entered into a temporary lease agreement in 2022 ("2022 Lease"), which contemplated the negotiation and execution of a long-term agreement including a revenue-sharing provision, and second temporary lease agreement ("2023 Lease") to continue Tenant's lease and management of the Premises pending the PUD Amendment (defined below); and

WHEREAS, by this Lease, the Parties desire to enter into a long-term agreement as contemplated by the 2022 and 2023 Leases and according to the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, including the above recitals, and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. <u>Previous Lease Agreements Superseded.</u> This Lease supersedes and replaces the Original Lease, 2022 Lease, and 2023 Lease.
- 2. <u>Premises</u>. Landlord, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Tenant, does hereby lease to the Tenant the Premises.
- 3. <u>Term.</u> The term of this Lease shall be from the Effective Date until April 30, 2027 ("Term"), unless otherwise terminated as provided herein. This Lease shall automatically renew for successive one-year terms, unless either party provides written notice of termination to the other at least 90 days prior to the expiration of the then-current term.
- 4. <u>Rent</u>. In consideration of the revenues to be shared pursuant to Section 6 below, the rent for the Term shall be \$1.00 per month.
- 5. <u>Use of Premises</u>. The Premises are to be used and occupied by Tenant for the primary purpose of operating a skate rental and retail shop, and Tenant shall manage and operate the ice rink on the Premises ("Ice Rink") in such a manner that does not exclude the guests, residents, or invitees of the Town, except during blackout dates or special events per Section 9. The Ice Rink shall be open and available to the public and free to users who bring their own skates, subject to all applicable ordinances and regulations of the Town, as applied generally to Town property during the Term of this Lease. Tenant shall be responsible for controlling access to the Ice Rink. The hours of operation for the Premises shall be from 12:00 p.m. to 8:00 p.m., weather conditions permitting. Tenant may adjust the length of the hours of operation with written consent of Landlord. During operational hours, Tenant shall have adequate staff on the Premises to manage the Premises. Use of the Premises shall at all times comply with applicable local, state, and federal laws.
- 6. <u>Profit and Loss Sharing</u>. The net profits or losses generated at the Premises during the Term of this Lease shall be shared equally by the Parties. Net profits include all revenues minus actual operating expenses, as outlined in 6.A. and 6.B. including the costs of labor and equipment leases, incurred by both Parties. For purposes of calculating net profits,

operating expenses shall not include capital improvements or equipment purchases. The Parties agree to maintain and provide to the other party financial records, including receipts and invoices, and such other documentation as may be reasonably required to calculate net profits or losses, including actual operating expenses. Upon receipt of a written request, a party shall provide said financial records to the other for this purpose. Tenant shall remit the necessary financial records and net profits applicable to Landlord no later May 31st of each year.

- A. For Landlord, operating expenses shall be defined as actual utility costs for natural gas and utilities for creation and maintenance of ice, actual costs for equipment leases, and actual cost for Parks & Recreation labor.
- B. For Tenant, operating expenses shall be defined as the actual cost of labor for Ice Rink staff and actual utility costs of the Ice Rink building.
- 7. <u>PUD Amendment</u>. The Parties agree to work together in good faith to apply to the Town for an amendment of the Lot 38-50-51R Planned Unit Development ("PUD Amendment"), as governed by the Second Amended and Restated Development Agreement, recorded in the San Miguel County Clerk and Recorder's Office as Reception No. 439952. If the PUD Amendment is approved by the Town, the revenue-sharing arrangement outlined in Section 6 shall be applied retroactively to the 2022/2023 and 2023/2024 winter seasons and payment to Landlord shall be made in arrears accordingly. If the PUD Amendment is denied, this Agreement shall be void ab initio, and the 2023 Lease shall continue in full force and effect.
- 8. <u>Skate Rentals</u>. Guests of the Hotel Madeline who are under the age of 12 may receive a token for one free skate rental during their stay. Tenant shall keep track of and account for all skate rentals provided to guests of the Hotel Madeline free of charge.

#### 9. Special Events.

- A. <u>By Tenant</u>. Tenant shall be permitted to rent out the Premises for up to eight private events each winter season. Each event shall last no more than one day. Tenant may charge a rental fee of \$500 per hour, or \$4,000 per day, with the Tenant's ability to increase or decrease the rental fee by 25%, at Tenant's discretion. Tenant may provide further rental fee reductions for non-profit use of the Premises. Tenant shall not impose food and beverage minimums as a requirement of private rental use, nor shall Tenant provide rental fee adjustments in exchange for food and beverage services.
- B. <u>By Landlord</u>. Landlord shall be permitted to rent out the Premises, without paying any private event rental or skate fees, for up to six public or private events each winter season. These events may either be held by Landlord or by a third party, subject to the Town's special event permit regulations. Landlord or third-party use of the Premises may be subject to a fee of \$\_\_\_\_ per hour to cover Ice Rink staff costs, at Landlord's discretion.
- C. <u>Blackout Dates</u>. Blackout dates during which the Parties may not rent out the Premises to hold a special event include: December 20 through January 5; Friday through Monday of Martin Luther King, Jr. weekend; and Friday through Monday of Presidents' Day weekend.
- 10. <u>Social Purpose Days</u>. For up to two days each year, Tenant shall be allowed to name a "Social Purpose" Day, on which 100% of the net profits generated at the Premises will be donated to a 501(c)(3) non-profit of Tenant's choice. Tenant must obtain Landlord's approval regarding its selection of the 501(c)(3) non-profit prior to the Social Purpose Day. For up to two days each year, Landlord shall also be allowed to name a Social Purpose Day, on which 100% of the net profits generated at the Premises will be donated to a 501(c)(3) non-profit of Landlord's choice. The Social Purpose Days may not conflict with blackout dates and the other party's special events, as permitted by Section 9.
- 11. <u>Maintenance</u>. Tenant, at its expense, shall be responsible for routine maintenance and repair of the Premises and agrees to keep the Premises in good, clean condition and to commit no waste thereon. Tenant shall not be responsible for damage caused by unauthorized users of the

Premises that occurs outside the operational hours as set forth herein. Landlord shall be responsible for set up, ice maintenance, and breakdown of the Ice Rink infrastructure to allow for use of the Premises as an ice skating rink during the Term; repair, maintenance, and replacement of all mechanical equipment necessary for the creation, maintenance, and cooling of the ice and any water facilities such as fountains or mechanical facilities related to ice making, water, and plumbing facilities necessary for providing water and cooling for the Ice Rink; and any capital repairs necessary for the Premises. For purposes of this Lease, "capital repairs" shall mean such repairs that Landlord deems in its discretion are necessary to the existing infrastructure of the Premises and shall not include any repairs or additions to the Premises or finishes made by Tenant. Notwithstanding, Landlord shall not be responsible for maintaining or repairing any damage caused by the intentional or negligent acts or omissions of Tenant, which damage shall be Tenant's responsibility.

#### 12. Improvements.

- A. <u>Improvements Generally</u>. Tenant and/or Landlord shall have the right to make such temporary improvements and install such equipment on the Premises as may be necessary to make use of the Premises for the purposes described herein; provided, however, that Landlord must approve in writing such improvements before the same are constructed or installed. No permanent improvements shall be installed by either party except pursuant to further written agreement addressing each party's rights and obligations with respect to such improvements. Tenant shall have the right to install and maintain informational signage to promote use of the Premises, subject to compliance with the Town sign code. Tenant shall keep the Premises free and clear of all liens and encumbrances of any type or nature, including, but not limited to, mechanic's liens.
- B. <u>Public Restrooms</u>. The Parties agree that the public restrooms on the Premises need to be remodeled. The Town Manager hereby waives the formal bid process, finding that such process would cause undue delay or hardship and that it is in the best interest of the Town to proceed with the remodel as provided herein. Landlord shall contribute up to \$355,000 to remodel the public restrooms on the Premises to current remodel standards. Tenant shall provide to Landlord all receipts, invoices, and such other documentation as Landlord may reasonably require to determine actual costs of the remodel and the amount due to Tenant for same.
- C. <u>Ice Rink Shade Structure</u>. The Parties acknowledge that Tenant has contributed \$15,305.57 as of the Effective Date for the Ice Rink's shade structure. Tenant shall pay to Landlord the remaining \$2,544.00 for the initial shade structure. The Parties agree that Tenant shall also provide one full replacement of the Ice Rink's shade structure at actual cost not to exceed \$92,150.43, and that Tenant shall no longer be responsible for providing excess funds to be used for additional repairs and maintenance purposes. The Parties agree to confer regarding the need for a new shade structure at least six months in advance of the next winter season to allow each enough time to budget for said structure. The Parties agree to amend the First Amended and Restated OS-1A-MVB Conveyance Agreement, recorded in the San Miguel County Clerk and Recorder's Office as Reception No. 445639, accordingly.

#### 13. Utilities.

A. <u>Utilities Generally</u>. Tenant shall pay for the utility expenses incurred in the operation of the Premises as an Ice Rink, including electrical, gas, water and sewer expenses, homeowners' dues, and shared facilities costs ("Utilities"). The Utilities shall not include the cost of electrical, water, sewer, and gas used to generate and maintain the surface of the Ice Rink during the winter season. Utilities shall be billed directly to Tenant; however, in the event Utilities are not billed directly to Tenant, they shall be due and payable within five business days of receipt of any invoice for Utilities delivered by Landlord to Tenant.

- B. Water Feature Mechanical Room Overage. In 2022, a valve leak in the Town water feature mechanical room caused an overage of \$16,700.00 in Tenant's water bill. The Parties agree to split the cost of that overage such that, within 30 days of execution of this Agreement, Landlord shall pay to Tenant \$8,350.00. By such agreement, neither party admits fault, and Landlord does not intend to waive any provision of the Colorado Governmental Immunity Act.
- 14. <u>Insurance</u>. Tenant agrees to maintain at its expense at all times during the Term a comprehensive general liability insurance policy in the minimum amount of Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury and property damage. Landlord shall be named as an additional insured thereon. Upon execution of this Lease, Tenant shall deliver to Landlord a certificate of insurance, which shall declare that the insurer may not cancel the same without giving Landlord at least 30 days' advanced written notice.
- Indemnification. Tenant shall indemnify and hold harmless Landlord and Landlord's elected and appointed officials, staff members, employees, contractors, and agents (collectively "Releasees") from and against any and all claims arising from Tenant's use of the Premises for the conduct of its business or form any activity, work, or other thing done, permitted, or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Releasees from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant or any agent, employee, guest, or licensee of Tenant, and from and against all cost, attorneys' fees, expenses, and liabilities incurred as a result of any such claim or any action or proceed brought thereon or action or proceeding brought against Landlord. Tenant hereby assumes all risk of damage to property or injury to persons (including death), in, upon, or about the Premises, from any cause other than Landlord's intentional misconduct or gross negligence, or failure to perform any of its covenants under this Lease, and Tenant hereby waives all claims in respect thereof against Landlord. Landlord or its agents shall not be liable for any damage to property entrusted to employees of the Premises. Tenant shall give prompt notice to Landlord in case of fire or accident or defects in the Premises or in the fixtures or equipment located therein. The provisions of this paragraph shall survive the expiration or termination of this Lease.
- 16. <u>No Subletting:</u> No Assignment. No part of the Premises will be sublet, nor will this Lease be assigned, without the written consent of the Landlord being first obtained.
- 17. <u>Default</u>. In the event that either party is in default of any provision of this Lease, and if such default is not cured within 10 business days after written notice thereof to the breaching party, then the non-defaulting party shall have all rights available to it at law or in equity, including, but not limited to, termination of this Lease and forcible entry and detainer proceedings. In the event of any action or proceeding brought by one party against the other under this Lease, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees from the non-prevailing party. Jurisdiction and venue for any legal action arising from or related to this Lease shall be in the state courts of San Miguel County, Colorado.

#### 18. Additional Terms and Conditions.

- A. If any term or provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law.
- B. This Lease shall only be modified by amendment signed by both Parties.
- C. This Lease shall be binding on the Parties, their personal representatives, successors, and assigns.
- D. Nothing herein shall be deemed a waiver or limitation of the Town's governmental immunity under statute or at common law.
- E. All financial obligations of the Town under this Lease shall be subject to annual budgeting and appropriation.

F. This Lease represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

SO AGREED as of the Effective Date.

LANDLORD	TENANT	
Town of Mountain Village, Colorado	Telluride Resort Partners LLC	
<b>G</b> 1		
By:		
Name:	Name:	
Title:	Title:	
1 me.	1100	

# COMBINED FIRST AMENDMENT TO THIRD AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR LOT 3850-51R PLANNED UNIT DEVELOPMENT AND SECOND AMENDED AND RESTATED OS-1A-MVB CONVEYANCE AGREEMENT

THIS COMBINED FIRST AMENDMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date"), by and between TOWN OF MOUNTAIN VILLAGE, a Colorado home rule municipality ("Town"), and Telluride Resort Partners LLC ("Owner," and together with the Town, the "Parties").

WHERAS, the Town owns certain real property in San Miguel County located at 568 Mountain Village Boulevard, Mountain Village, Colorado, Assessor Parcel No. 477903106105 (the "Property"), which is subject to the Lot 38-50-51R Planned Unit Development ("PUD"); and

WHEREAS, as part of the Town's approval of the Lot 38-50-51R PUD, as governed by the Second Amended and Restated Development Agreement, recorded in the San Miguel County Clerk and Recorder's Office at Reception No. 439952 ("Development Agreement"), the Town approved a replat of OS-1A-MVB ("Replat Approval"), previously owned by the Town, into Lot 38-50-51R to be incorporated into the Telluride Mountain Village Resort Condominiums ("Community") and to be used for the construction of a porte cochere, elevated outdoor pool, and pool deck for the Community in accordance with plans approved by the Town's Design Review Board ("DRB"); and

WHEREAS, in conjunction with the Replat Approval, the Town conveyed OS-1A-MVB to Owner pursuant to a Special Warranty Deed recorded on March 25, 2015, and in accordance with that certain OS-IA-MVB Conveyance Agreement recorded at Reception No. 436899 ("Conveyance Agreement"); and

WHEREAS, pursuant to Ordinance No. \_\_\_\_\_\_, the Town approved a major amendment to the Lot 38-50-51R PUD to allow for private rentals of the ice rink and to reduce Owner's contribution concerning the shade structure in accordance with the terms and conditions of the Parties' long-term lease agreement for the Property; and

WHEREAS, in accordance with said ordinance, the Parties desire to modify portions of the Development Agreement and Conveyance Agreement in the manner provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, including the above recitals, and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. <u>Recitals</u>. The foregoing Recitals are incorporated herein by reference.
- 2. <u>Amendment to Development Agreement</u>. The Parties hereby amend Section 5 of the Development Agreement to read as follows:

#### 5. PERMITTED USES

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; provided, however, that the Ice Rink Unit may be available for private rental and closed to the public pursuant to the terms of the lease agreement between the Parties.

#### 10. ADDITIONAL COMMUNITY BENEFITS

B. The Parties acknowledge that the Owner has contributed \$15,305.57 as of the Effective Date for the design and construction of shade structure improvements over the ice rink ("Shade Structure") located within the Community. The Owner shall pay to the Town the remaining \$2,544.99 for the initial Shade Structure. The Parties agree that the Owner shall also provide one full replacement of the Shade Structure at actual cost not to exceed \$92,150.43, and that the Owner shall no longer be responsible for providing excess funds to be used for additional repairs and maintenance purposes. The Parties

agree to confer regarding the need for a new Shade Structure at least six months in advance of the next winter season to allow each enough time to budget for said structure.

- 3. <u>Amendment to Conveyance Agreement</u>. The Parties hereby amend Section 1.2 of the Conveyance Agreement to read as follows:
  - 1.2 Ice Rink Shade Structure. The Parties acknowledge that the Owner has contributed \$15,305.57 as of the Effective Date for the design and construction of shade structure improvements over the ice rink ("Shade Structure") located within the Community. The Owner shall pay to the Town the remaining \$2,544.99 for the initial Shade Structure. The Parties agree that the Owner shall also provide one full replacement of the Shade Structure at actual cost not to exceed \$92,150.43, and that the Owner shall no longer be responsible for providing excess funds to be used for additional repairs and maintenance purposes. The Parties agree to confer regarding the need for a new Shade Structure at least six months in advance of the next winter season to allow each enough time to budget for said structure.
- 4. <u>This Amendment Controls.</u> In the event that any terms, conditions, and provisions contained in this Agreement are inconsistent with or otherwise conflict with any terms, conditions, and provisions contained in the Development Agreement, Conveyance Agreement, and/or any amendments thereto, the terms, conditions, and provisions contained in this Agreement shall control.
- 5. <u>No Other Modifications</u>. No other amendments, modifications, or alterations to the Development Agreement or Conveyance Agreement, other than the amendments specifically stated herein, are contemplated or made by the execution of this Agreement. All other terms, conditions, provisions, rights, duties, and benefits stated in the Development Agreement and Conveyance Agreement shall continue in full force and effect.
- 6. <u>Counterparts; Electronic Signatures</u>. This Agreement may be executed in multiple counterparts or by legible electronic copy, each of which shall constitute original, but all of which, taken together, shall constitute one and the same instrument. The electronic transmission of a signed copy of this Agreement shall be considered valid and constitute a signed original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth above.

TOWN	OWNER
Town of Mountain Village, Colorado	Telluride Resort Partners LLC
Dev	
By:	
Name:	Name:
Title:	Title:

#### ORDINANCE NO. 2024-

# AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING A MAJOR PLANNED UNIT DEVELOPMENT AMENDMENT FOR LOT 38-50-51R

WHEREAS, the Town owns certain real property in San Miguel County located at 568 Mountain Village Boulevard, Mountain Village, Colorado, Assessor Parcel No. 477903106105 (the "Property"), which is subject to the Lot 38-50-51R Planned Unit Development ("PUD"); and

WHEREAS, as part of the Town's approval of the Lot 38-50-51R PUD, as governed by the Second Amended and Restated Development Agreement between the Town and Madeline Property Owner, LLC ("MPO"), recorded in the San Miguel County Clerk and Recorder's Office at Reception No. 439952 ("Development Agreement"), the Town approved a replat of OS-1A-MVB ("Replat Approval"), previously owned by the Town, into Lot 38-50-51R to be incorporated into the Telluride Mountain Village Resort Condominiums ("Community") and to be used for the construction of a porte cochere, elevated outdoor pool, and pool deck for the Community in accordance with plans approved by the Town's Design Review Board ("DRB"); and

WHEREAS, in conjunction with the Replat Approval, the Town conveyed OS-1A-MVB to MPO pursuant to a Special Warranty Deed recorded on March 25, 2015, and in accordance with that certain OS-IA-MVB Conveyance Agreement recorded at Reception No. 436899 ("Conveyance Agreement"); and

WHEREAS, the Conveyance Agreement was amended by the First Amended and Restated OS-1A-MVD Conveyance Agreement dated December 23, 2016, a copy of which was recorded at Reception No. 445639 ("Amended Conveyance Agreement"); and

WHEREAS, on November 24, 2022, the Town and AUBERGE, Madeline Hotel Operator, LLC ("AMHO") entered into a Mountain Village Ice Rink Lease ("Ice Rink Lease") providing for the shared use and operation of an ice rink owned by the Town that is within the PUD and adjacent to the Madeline Hotel; and

WHEREAS, Telluride Resort Partners, LLC ("Current Owner") is the successor and assignee of MPO with respect to the Amended Conveyance Agreement and the Development Agreement, and Telluride Resort Partners, LLC ("Current Operator") is the successor and assignee of AMHO with respect to the Ice Rink Lease;

WHEREAS, the Town has submitted an application to allow for private rentals of the ice rink and to amend the terms and conditions of the Ice Rink Lease, the Development Agreement, and the Amended Conveyance Agreement as reflected in the documents referenced in <a href="Exhibit B">Exhibit B</a> to this Ordinance; which application consists of the materials submitted and itemized on <a href="Exhibit A">Exhibit A</a> attached hereto, plus all statements, representations, and additional documents of the Town and its representatives as reflected in the minutes of the public hearings before the DRB and Town Council (collectively, "Application"); and

WHEREAS, the DRB held a public hearing regarding the Application on April 4, 2024, and voted 7-0 to issue a recommendation of approval to the Town Council concerning the Application; and

WHEREAS, the Town Council has considered the Application, the DRB's recommendation, and testimony and comments presented at the public meetings and public hearings where this Ordinance was considered by the Town Council, as well as the criteria set forth in Section 17.4.12.E of the Town's Community Development Code ("CDC") and finds that each of the following has been satisfied or will be

satisfied upon compliance with the conditions of this Ordinance set forth below and in the Combined First Amendment to Development Agreement and Conveyance Agreement:

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

WHEREAS, the Town Council now desires to approve the Application, subject to the terms and conditions set forth below.

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

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

<u>Section 2. Approvals.</u> The Town Council hereby approves the Application, subject to the conditions set forth below. The Town Council also approves those documents listed on the attached <u>Exhibit B</u>, which the Mayor and Town Clerk are authorized to sign on behalf of the Town subject to, prior to execution and recordation, edits relative to timing and order of recordation of documents as determined by the Town Manager and ministerial edits by Town Staff. All exhibits to this Ordinance are available for inspection at the Town Clerk's Office.

<u>Section 3. Conditions</u>. The approval of the Application is subject to the following terms and conditions:

3.1. [Insert any conditions imposed by Town Council.]

<u>Section 4. Severability</u>. If any portion of this Ordinance is found to be void or ineffective, it shall be deemed severed from this Ordinance and the remaining provisions shall remain valid and in full force and effect.

<u>Section 5. Public Hearing</u>. A public hearing on this Ordinance was held on the 16<sup>th</sup> day of May, 2024, in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado 81435.

<u>Section 6. Publication</u>. The Town Clerk or Deputy Town Clerk shall post and publish notice of this Ordinance as required by the Town Charter.

INTRODUCED, READ, AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado this 25<sup>th</sup> day of April, 2024.

TOWN OF MOUNTAIN VILLAGE.

IOWN OF MOUNTAIN VILLAGE:	TOWN OF MOUNTAIN VILLAGE, COLORADO, A HOME-RULE MUNICIPALITY
	By: Martinique Prohaska, Mayor
ATTEST:	
Susan Johnston, Town Clerk	
HEARD AND FINALLY ADOPTED by Colorado this 16 <sup>th</sup> day of May, 2024.	y the Town Council of the Town of Mountain Village,
TOWN OF MOUNTAIN VILLAGE:	TOWN OF MOUNTAIN VILLAGE, COLORADO, A HOME-RULE MUNICIPALITY
	By: Martinique Prohaska, Mayor
ATTEST:	
Susan Johnston, Town Clerk Approved as to Form:	

David McConaughy, Town Attorney

I, Susan Johnston, the duly qualified and acting To ("Town") do hereby certify that:	wn Clerk o	of the Tov	wn of Moun	tain Village, Colorado
1. The attached copy of Ordinance No. 2024("On	dinance")	is a true, o	correct, and	complete copy thereof.
2. The Ordinance was introduced, read by title, appr the Town Council the Town ("Council") at a regu Blvd., Mountain Village, Colorado, on April 25 <sup>th</sup> , Council as follows:	ılar meetir	ng held at	Town Hall,	455 Mountain Village
Council Member Name	"Yes"	"No"	Absent	Abstain
Martinique Prohaska, Mayor				
Scott Pearson, Mayor Pro-Tem				
Harvey Mogenson				
Peter Duprey				
Jack Gilbride				
Tucker Magid				
Huascar Gomez				
Charter.  4. A public hearing on the Ordinance was held by Council held at Town Hall, 455 Mountain Village At the public hearing, the Ordinance was consider the Town Council, by the affirmative vote of a quantum council.	Blvd., Mo red, read b	untain Vil y title, an	llage, Colora d approved v	ndo, on May 16 <sup>th</sup> , 2024. without amendment by
Council Member Name	"Yes"	"No"	Absent	Abstain
Martinique Prohaska, Mayor	105	110	Tiosent	1 tostam
Scott Pearson, Mayor Pro-Tem				
Harvey Mogenson				
Peter Duprey				
Jack Gilbride				
Tucker Magid				
Huascar Gomez				
5. The Ordinance has been signed by the Mayor, sea and duly numbered and recorded in the official re IN WITNESS WHEREOF, I have hereunto set my	cords of th	ne Town.		
Susan Johnston, Town Clerk (SEAL)				

#### Exhibit A

List of Application Materials

#### Exhibit B

- 1. Mountain Village Ice Rink and Skate Center Lease and Management Agreement in the form attached hereto as <a href="Exhibit B-1">Exhibit B-1</a>.
- 2. Combined First Amendment to Third Amended and Restated Development Agreement for Lot 38-50-51R Planned Unit Development and Second Amended and Restated OS-1A-MVB Conveyance Agreement in the form attached hereto as <a href="Exhibit B-2">Exhibit B-2</a>

## MOUNTAIN VILLAGE ICE RINK AND SKATE CENTER LEASE AND MANAGEMENT AGREEMENT

THIS MOUNTAIN VILLAGE ICE RINK AND SKATE CENTER LEASE AND MANAGEMENT AGREEMENT ("Lease") is made this \_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date"), by and between TOWN OF MOUNTAIN VILLAGE, a Colorado home rule municipality ("Landlord" or "Town"), and Telluride Resort Partners LLC ("Tenant," and together with Landlord, the "Parties").

WHEREAS, Landlord owns certain real property in San Miguel County located at 568 Mountain Village Boulevard, Mountain Village, Colorado, Assessor Parcel No. 477903106105 (collectively, the "Premises"); and

WHEREAS, the Parties entered into a Commercial Lease and Management Agreement dated June 19, 2015 ("Original Lease"), whereby Landlord leased to Tenant the Premises according to terms and conditions therein; and

WHEREAS, the Parties subsequently entered into a temporary lease agreement in 2022 ("2022 Lease"), which contemplated the negotiation and execution of a long-term agreement including a revenue-sharing provision, and second temporary lease agreement ("2023 Lease") to continue Tenant's lease and management of the Premises pending the PUD Amendment (defined below); and

WHEREAS, by this Lease, the Parties desire to enter into a long-term agreement as contemplated by the 2022 and 2023 Leases and according to the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, including the above recitals, and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. <u>Previous Lease Agreements Superseded.</u> This Lease supersedes and replaces the Original Lease, 2022 Lease, and 2023 Lease.
- 2. <u>Premises</u>. Landlord, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Tenant, does hereby lease to the Tenant the Premises.
- 3. <u>Term.</u> The term of this Lease shall be from the Effective Date until April 30, 2027 ("Term"), unless otherwise terminated as provided herein. This Lease shall automatically renew for successive one-year terms, unless either party provides written notice of termination to the other at least 90 days prior to the expiration of the then-current term.
- 4. <u>Rent</u>. In consideration of the revenues to be shared pursuant to Section 6 below, the rent for the Term shall be \$1.00 per month.
- 5. <u>Use of Premises</u>. The Premises are to be used and occupied by Tenant for the primary purpose of operating a skate rental and retail shop, and Tenant shall manage and operate the ice rink on the Premises ("Ice Rink") in such a manner that does not exclude the guests, residents, or invitees of the Town, except during blackout dates or special events per Section 9. The Ice Rink shall be open and available to the public and free to users who bring their own skates, subject to all applicable ordinances and regulations of the Town, as applied generally to Town property during the Term of this Lease. Tenant shall be responsible for controlling access to the Ice Rink. The hours of operation for the Premises shall be from 12:00 p.m. to 8:00 p.m., weather conditions permitting. Tenant may adjust the length of the hours of operation with written consent of Landlord. During operational hours, Tenant shall have adequate staff on the Premises to manage the Premises. Use of the Premises shall at all times comply with applicable local, state, and federal laws.
- 6. <u>Profit and Loss Sharing</u>. The net profits or losses generated at the Premises during the Term of this Lease shall be shared equally by the Parties. Net profits include all revenues minus actual operating expenses, as outlined in 6.A. and 6.B. including the costs of labor and equipment leases, incurred by both Parties. For purposes of calculating net profits,

operating expenses shall not include capital improvements or equipment purchases. The Parties agree to maintain and provide to the other party financial records, including receipts and invoices, and such other documentation as may be reasonably required to calculate net profits or losses, including actual operating expenses. Upon receipt of a written request, a party shall provide said financial records to the other for this purpose. Tenant shall remit the necessary financial records and net profits applicable to Landlord no later May 31st of each year.

- A. For Landlord, operating expenses shall be defined as actual utility costs for natural gas and utilities for creation and maintenance of ice, actual costs for equipment leases, and actual cost for Parks & Recreation labor.
- B. For Tenant, operating expenses shall be defined as the actual cost of labor for Ice Rink staff and actual utility costs of the Ice Rink building.
- 7. PUD Amendment. The Parties agree to work together in good faith to apply to the Town for an amendment of the Lot 38-50-51R Planned Unit Development ("PUD Amendment"), as governed by the Second Amended and Restated Development Agreement, recorded in the San Miguel County Clerk and Recorder's Office as Reception No. 439952. If the PUD Amendment is approved by the Town, the revenue-sharing arrangement outlined in Section 6 shall be applied retroactively to the 2022/2023 and 2023/2024 winter seasons and payment to Landlord shall be made in arrears accordingly. If the PUD Amendment is denied, this Agreement shall be void ab initio, and the 2023 Lease shall continue in full force and effect.
- 8. <u>Skate Rentals</u>. Guests of the Hotel Madeline who are under the age of 12 may receive a token for one free skate rental during their stay. Tenant shall keep track of and account for all skate rentals provided to guests of the Hotel Madeline free of charge.

#### 9. Special Events.

- A. <u>By Tenant</u>. Tenant shall be permitted to rent out the Premises for up to eight private events each winter season. Each event shall last no more than one day. Tenant may charge a rental fee of \$500 per hour, or \$4,000 per day, with the Tenant's ability to increase or decrease the rental fee by 25%, at Tenant's discretion. Tenant may provide further rental fee reductions for non-profit use of the Premises. Tenant shall not impose food and beverage minimums as a requirement of private rental use, nor shall Tenant provide rental fee adjustments in exchange for food and beverage services.
- B. <u>By Landlord</u>. Landlord shall be permitted to rent out the Premises, without paying any private event rental or skate fees, for up to six public or private events each winter season. These events may either be held by Landlord or by a third party, subject to the Town's special event permit regulations. Landlord or third-party use of the Premises may be subject to a fee of \$\_\_\_\_ per hour to cover Ice Rink staff costs, at Landlord's discretion.
- C. <u>Blackout Dates</u>. Blackout dates during which the Parties may not rent out the Premises to hold a special event include: December 20 through January 5; Friday through Monday of Martin Luther King, Jr. weekend; and Friday through Monday of Presidents' Day weekend.
- 10. <u>Social Purpose Days</u>. For up to two days each year, Tenant shall be allowed to name a "Social Purpose" Day, on which 100% of the net profits generated at the Premises will be donated to a 501(c)(3) non-profit of Tenant's choice. Tenant must obtain Landlord's approval regarding its selection of the 501(c)(3) non-profit prior to the Social Purpose Day. For up to two days each year, Landlord shall also be allowed to name a Social Purpose Day, on which 100% of the net profits generated at the Premises will be donated to a 501(c)(3) non-profit of Landlord's choice. The Social Purpose Days may not conflict with blackout dates and the other party's special events, as permitted by Section 9.
- 11. <u>Maintenance</u>. Tenant, at its expense, shall be responsible for routine maintenance and repair of the Premises and agrees to keep the Premises in good, clean condition and to commit no waste thereon. Tenant shall not be responsible for damage caused by unauthorized users of the

Premises that occurs outside the operational hours as set forth herein. Landlord shall be responsible for set up, ice maintenance, and breakdown of the Ice Rink infrastructure to allow for use of the Premises as an ice skating rink during the Term; repair, maintenance, and replacement of all mechanical equipment necessary for the creation, maintenance, and cooling of the ice and any water facilities such as fountains or mechanical facilities related to ice making, water, and plumbing facilities necessary for providing water and cooling for the Ice Rink; and any capital repairs necessary for the Premises. For purposes of this Lease, "capital repairs" shall mean such repairs that Landlord deems in its discretion are necessary to the existing infrastructure of the Premises and shall not include any repairs or additions to the Premises or finishes made by Tenant. Notwithstanding, Landlord shall not be responsible for maintaining or repairing any damage caused by the intentional or negligent acts or omissions of Tenant or their employees, which damage shall be Tenant's responsibility.

#### 12. Improvements.

- A. <u>Improvements Generally</u>. Tenant and/or Landlord shall have the right to make such temporary improvements and install such equipment on the Premises as may be necessary to make use of the Premises for the purposes described herein; provided, however, that Landlord must approve in writing such improvements before the same are constructed or installed. No permanent improvements shall be installed by either party except pursuant to further written agreement addressing each party's rights and obligations with respect to such improvements. Tenant shall have the right to install and maintain informational signage to promote use of the Premises, subject to compliance with the Town sign code. Tenant shall keep the Premises free and clear of all liens and encumbrances of any type or nature, including, but not limited to, mechanic's liens.
- B. <u>Public Restrooms</u>. The Parties agree that the public restrooms on the Premises need to be remodeled. The Town Manager hereby waives the formal bid process, finding that such process would cause undue delay or hardship and that it is in the best interest of the Town to proceed with the remodel as provided herein. Landlord shall contribute up to \$355,000 to remodel the public restrooms on the Premises to current remodel standards. Tenant shall provide to Landlord all receipts, invoices, and such other documentation as Landlord may reasonably require to determine actual costs of the remodel and the amount due to Tenant for same.
- C. <u>Ice Rink Shade Structure</u>. The Parties acknowledge that Tenant has contributed \$15,305.57 as of the Effective Date for the Ice Rink's shade structure. Tenant shall pay to Landlord the remaining \$2,544.00 for the initial shade structure. The Parties agree that Tenant shall also provide one full replacement of the Ice Rink's shade structure at actual cost not to exceed \$92,150.43, and that Tenant shall no longer be responsible for providing excess funds to be used for additional repairs and maintenance purposes. The Parties agree to confer regarding the need for a new shade structure at least six months in advance of the next winter season to allow each enough time to budget for said structure. The Parties agree to amend the First Amended and Restated OS-1A-MVB Conveyance Agreement, recorded in the San Miguel County Clerk and Recorder's Office as Reception No. 445639, accordingly.

#### 13. Utilities.

A. <u>Utilities Generally</u>. Tenant shall pay for the utility expenses incurred in the operation of the Premises as an Ice Rink, including electrical, gas, water and sewer expenses, homeowners' dues, and shared facilities costs ("Utilities"). The Utilities shall not include the cost of electrical, water, sewer, and gas used to generate and maintain the surface of the Ice Rink during the winter season. Utilities shall be billed directly to Tenant; however, in the event Utilities are not billed directly to Tenant, they shall be due and payable within five business days of receipt of any invoice for Utilities delivered by Landlord to Tenant.

- B. Water Feature Mechanical Room Overage. In 2022, a valve leak in the Town water feature mechanical room caused an overage of \$16,700.00 in Tenant's water bill. The Parties agree to split the cost of that overage such that, within 30 days of execution of this Agreement, Landlord shall pay to Tenant \$8,350.00. By such agreement, neither party admits fault, and Landlord does not intend to waive any provision of the Colorado Governmental Immunity Act.
- 14. <u>Insurance</u>. Tenant agrees to maintain at its expense at all times during the Term a comprehensive general liability insurance policy in the minimum amount of Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury and property damage. Landlord shall be named as an additional insured thereon. Upon execution of this Lease, Tenant shall deliver to Landlord a certificate of insurance, which shall declare that the insurer may not cancel the same without giving Landlord at least 30 days' advanced written notice.
- Indemnification. Tenant shall indemnify and hold harmless Landlord and Landlord's elected and appointed officials, staff members, employees, contractors, and agents (collectively "Releasees") from and against any and all claims arising from Tenant's use of the Premises for the conduct of its business or form any activity, work, or other thing done, permitted, or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Releasees from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant or any agent, employee, guest, or licensee of Tenant, and from and against all cost, attorneys' fees, expenses, and liabilities incurred as a result of any such claim or any action or proceed brought thereon or action or proceeding brought against Landlord. Tenant hereby assumes all risk of damage to property or injury to persons (including death), in, upon, or about the Premises, from any cause other than Landlord's intentional misconduct or gross negligence, or failure to perform any of its covenants under this Lease, and Tenant hereby waives all claims in respect thereof against Landlord. Landlord or its agents shall not be liable for any damage to property entrusted to employees of the Premises. Tenant shall give prompt notice to Landlord in case of fire or accident or defects in the Premises or in the fixtures or equipment located therein. The provisions of this paragraph shall survive the expiration or termination of this Lease.
- 16. <u>No Subletting:</u> No Assignment. No part of the Premises will be sublet, nor will this Lease be assigned, without the written consent of the Landlord being first obtained.
- 17. <u>Default</u>. In the event that either party is in default of any provision of this Lease, and if such default is not cured within 10 business days after written notice thereof to the breaching party, then the non-defaulting party shall have all rights available to it at law or in equity, including, but not limited to, termination of this Lease and forcible entry and detainer proceedings. In the event of any action or proceeding brought by one party against the other under this Lease, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees from the non-prevailing party. Jurisdiction and venue for any legal action arising from or related to this Lease shall be in the state courts of San Miguel County, Colorado.

#### 18. Additional Terms and Conditions.

- A. If any term or provision of this Lease shall be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and shall be valid and enforceable to the full extent permitted by law.
- B. This Lease shall only be modified by amendment signed by both Parties.
- C. This Lease shall be binding on the Parties, their personal representatives, successors, and assigns.
- D. Nothing herein shall be deemed a waiver or limitation of the Town's governmental immunity under statute or at common law.
- E. All financial obligations of the Town under this Lease shall be subject to annual budgeting and appropriation.

F. This Lease represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

SO AGREED as of the Effective Date.

LANDLORD	TENANT
Town of Mountain Village, Colorado	Telluride Resort Partners LLC
By:	
Name:	Name:
Title:	Title:

# COMBINED FIRST AMENDMENT TO THIRD AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR LOT 3850-51R PLANNED UNIT DEVELOPMENT AND SECOND AMENDED AND RESTATED OS-1A-MVB CONVEYANCE AGREEMENT

THIS COMBINED FIRST AMENDMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2024 ("Effective Date"), by and between TOWN OF MOUNTAIN VILLAGE, a Colorado home rule municipality ("Town"), and Telluride Resort Partners LLC ("Owner," and together with the Town, the "Parties").

WHERAS, the Town owns certain real property in San Miguel County located at 568 Mountain Village Boulevard, Mountain Village, Colorado, Assessor Parcel No. 477903106105 (the "Property"), which is subject to the Lot 38-50-51R Planned Unit Development ("PUD"); and

WHEREAS, as part of the Town's approval of the Lot 38-50-51R PUD, as governed by the Second Amended and Restated Development Agreement, recorded in the San Miguel County Clerk and Recorder's Office at Reception No. 439952 ("Development Agreement"), the Town approved a replat of OS-1A-MVB ("Replat Approval"), previously owned by the Town, into Lot 38-50-51R to be incorporated into the Telluride Mountain Village Resort Condominiums ("Community") and to be used for the construction of a porte cochere, elevated outdoor pool, and pool deck for the Community in accordance with plans approved by the Town's Design Review Board ("DRB"); and

WHEREAS, in conjunction with the Replat Approval, the Town conveyed OS-1A-MVB to Owner pursuant to a Special Warranty Deed recorded on March 25, 2015, and in accordance with that certain OS-IA-MVB Conveyance Agreement recorded at Reception No. 436899 ("Conveyance Agreement"); and

WHEREAS, pursuant to Ordinance No. \_\_\_\_\_\_, the Town approved a major amendment to the Lot 38-50-51R PUD to allow for private rentals of the ice rink and to reduce Owner's contribution concerning the shade structure in accordance with the terms and conditions of the Parties' long-term lease agreement for the Property; and

WHEREAS, in accordance with said ordinance, the Parties desire to modify portions of the Development Agreement and Conveyance Agreement in the manner provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, including the above recitals, and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. <u>Recitals</u>. The foregoing Recitals are incorporated herein by reference.
- 2. <u>Amendment to Development Agreement</u>. The Parties hereby amend Section 5 of the Development Agreement to read as follows:

#### 5. PERMITTED USES

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; provided, however, that the Ice Rink Unit may be available for private rental and closed to the public pursuant to the terms of the lease agreement between the Parties.

#### 10. ADDITIONAL COMMUNITY BENEFITS

B. The Parties acknowledge that the Owner has contributed \$15,305.57 as of the Effective Date for the design and construction of shade structure improvements over the ice rink ("Shade Structure") located within the Community. The Owner shall pay to the Town the remaining \$2,544.99 for the initial Shade Structure. The Parties agree that the Owner shall also provide one full replacement of the Shade Structure at actual cost not to exceed \$92,150.43, and that the Owner shall no longer be responsible for providing excess funds to be used for additional repairs and maintenance purposes. The Parties

agree to confer regarding the need for a new Shade Structure at least six months in advance of the next winter season to allow each enough time to budget for said structure.

- 3. <u>Amendment to Conveyance Agreement</u>. The Parties hereby amend Section 1.2 of the Conveyance Agreement to read as follows:
  - 1.2 Ice Rink Shade Structure. The Parties acknowledge that the Owner has contributed \$15,305.57 as of the Effective Date for the design and construction of shade structure improvements over the ice rink ("Shade Structure") located within the Community. The Owner shall pay to the Town the remaining \$2,544.99 for the initial Shade Structure. The Parties agree that the Owner shall also provide one full replacement of the Shade Structure at actual cost not to exceed \$92,150.43, and that the Owner shall no longer be responsible for providing excess funds to be used for additional repairs and maintenance purposes. The Parties agree to confer regarding the need for a new Shade Structure at least six months in advance of the next winter season to allow each enough time to budget for said structure.
- 4. <u>This Amendment Controls.</u> In the event that any terms, conditions, and provisions contained in this Agreement are inconsistent with or otherwise conflict with any terms, conditions, and provisions contained in the Development Agreement, Conveyance Agreement, and/or any amendments thereto, the terms, conditions, and provisions contained in this Agreement shall control.
- 5. <u>No Other Modifications</u>. No other amendments, modifications, or alterations to the Development Agreement or Conveyance Agreement, other than the amendments specifically stated herein, are contemplated or made by the execution of this Agreement. All other terms, conditions, provisions, rights, duties, and benefits stated in the Development Agreement and Conveyance Agreement shall continue in full force and effect.
- 6. <u>Counterparts; Electronic Signatures</u>. This Agreement may be executed in multiple counterparts or by legible electronic copy, each of which shall constitute original, but all of which, taken together, shall constitute one and the same instrument. The electronic transmission of a signed copy of this Agreement shall be considered valid and constitute a signed original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth above.

TOWN	OWNER
Town of Mountain Village, Colorado	Telluride Resort Partners LLC
Dev	
By:	
Name:	Name:
Title:	Title:

# Planned Unit Development Amendment Review for Lots 38-50-51RR and OS-1A-MVB

Drew Nelson, Senior Planner

Town Council Meeting - April 25, 2024



#### Background:

- The Reflection Plaza Ice Rink was constructed as a public benefit as part of the original Madeline Hotel and Residences PUD.
- In 2023, the Madeline's management team approached Town staff with a desire to offer occasional private rentals of the Ice Rink for a fee. As this contemplated use falls outside of the approved use in the original PUD, this change requires a Major PUD amendment.
- Town staff has negotiated terms to an updated development agreement, conveyance
   agreement, and lease and management agreement with the following structure:



#### Background (cont'd):

#### Parties agree to:

- Share in net revenues/losses equally (town currently receives a 5% share of gross revenue, resulting in a ~\$65,000 net annual loss when accounting for actual Town expenses). Revenue payments will begin retroactively with the 2022/2023 ice season and be made in arrears.
- Split the actual costs resulting from 2022 water room leak (~\$16,700 total overage cost)
- Sunset the requirement of Madeline's additional R&M contributions above and beyond their obligation to provide one full replacement of the existing shade structure.



#### Background (cont'd):

#### Town agrees to:

- Contribute up to \$355,000 to fulfill its obligation to upgrade the public restrooms (as approved in the 2024 budget)
- The allowance of 6 Town approved public special events each ice season (blackout days during holiday periods)
- The allowance of two "social purpose" days with net proceeds to benefit a non-profit of the Town's choosing

#### Madeline agrees to:

- The allowance of up to 8 private events each ice season (blackout days during holiday periods)
- The allowance for free skate rentals to its guests under the age of 12
- To allow free public skating to those with their own skates
- The allowance of two "social purpose" days with net proceeds to benefit a non-profit of the Madeline's choosing.



#### Applicant:

- Town of Mountain Village Existing Use:
- Ice Rink at Madeline Hotel Zoning:
- Village Center Open Space Square Footage:
- N/A

#### Lot Size:

• .858 Acres

#### **Proposal Summary**

 Amend PUD to clarify private use of a public amenity and revenue sharing

#### Adjacent Land Uses

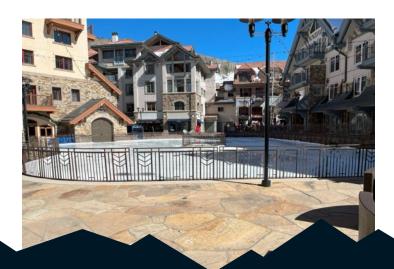
- North: Mixed Use
- South: Mixed Use
- East: Mixed Use
- West: Mixed Use

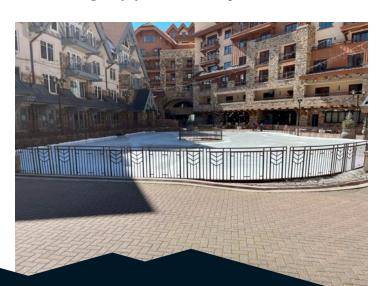




#### Community Development Code Standards

- The CDC (Sec. 17.4.12.N.) allows for Planned Unit Developments (PUDs) to be amended through a Class 4 review of the DRB and Town Council.
- Criteria for review of amendments are the same as for creation of a PUD.
- The DRB's review is focused on built environment design, which would generally include physical changes or change of use, when applicable
- Existing uses and design are not proposed to change, limiting applicability







Components of Proposed PUD Amendment

- Changes to Development and Conveyance Agreement and Lease and Management Agreement
- Allows the hotel 8 private group rentals with blackout dates
- Allows the Town 6 public events with blackout dates
- Allows for free skating if you bring your own skates
- Free skate rental token for hotel guests under 12
- Town and hotel can each have 2 social purpose days for non-profits
- Splits net profits/losses for the ice rink equally
- Requires a replacement of the sun shade system
- Initiates a previously-approved remodel of public restrooms

This application does not change the uses in summer – Town will still require a Plaza Licensing Agreement and a Special Event Permit for private uses



#### PUD Amendment - Criteria for Review

- The proposed PUD is in general conformity with the policies, principles and standards set forth in the Comprehensive Plan;
- The proposed PUD is consistent with the underlying zone district and zoning designations on the site or to be applied to the site unless the PUD is proposing a variation to such standards;
- The development proposed for the PUD represents a creative approach to the development, use of land and related facilities to produce a better development than would otherwise be possible and will provide amenities for residents of the PUD and the public in general;
- The proposed PUD is consistent with and furthers the PUD purposes and intent;
- The PUD meets the PUD general standards;
- The PUD provides adequate community benefits;
- Adequate public facilities and services are or will be available to serve the intended land uses;
- The proposed PUD shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and
- The proposed PUD meets all applicable Town regulations and standards unless a PUD is proposing a variation to such standards.



#### Comprehensive Plan Conformance

- Open Space and Recreation 3.E.
   "Mountain Village continues to work with regional partners to provide a world-class recreational experience."
- Community Facilities Vision
   "Mountain Village maintains progressive, sustainable, and responsive public services and community facilities."



## **Recommended Motion**

"I move to approve an Ordinance on second reading approving an amended Planned Unit Development, amending the Lease and Management Agreement and the Development and Conveyance Agreement, for Lot 38-50-51RR and Lot OS-1A-MVB, based on the evidence provided in the staff memo of record dated May 6, 2024, and the findings of this meeting."



# QUESTIONS





**TO:** Mountain Village Town Council

FROM: Jim Loebe, Transit Director and Rob Johnson, Transit Operations Manager

**DATE:** May 9th, 2024

**RE:** Recap of Winter Parking Operations

Executive Summary: Early last winter, following a parking demand management study by Walker Consultants, the Town adopted comprehensive changes to its parking policies, which centered around the reinstitution of day user fees in the Gondola Parking Garage (GPG). At council's request, the following is a detailed review and analysis of last winter's parking operations.

#### Overview

The goals of the new parking plan are to reconcile parking demand with parking supply, reduce the number of single occupancy vehicles, defray maintenance costs, and build a capital reserve for future expansion. Data collected from the past winter season aligns positively with the program's goals.

Day user fees were reinstituted in GPG on December 22, 2023 and continued through April 7, 2024. Accordingly, hourly rates were adjusted at Heritage Parking Garage and the North Village Center parking lot. Day user fees were implemented at the South Village Center and Meadows Lots. Overnight rates were adjusted in all applicable lots. A new permitting system was also implemented to accommodate commuting employees, TMV residents, and local parking system users. Over the course of the winter Town staff reviews over 1,100 permit applications and issued 900+ permits.

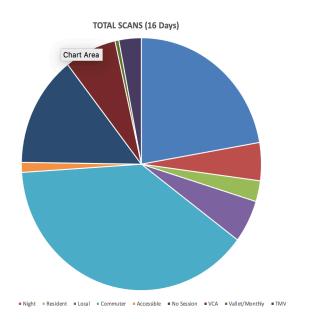
Overall parking system utilization was down in all revenue lots during the 2023-2024 winter season compared to the 2022-2023 winter season. GPG utilization is down slightly from the 2022-2023 winter season, hovering just below 70% (above 90% on the weekends), but up considerably from the last time the Town charged for day use in GPG during the winter of 2014-2015. The data verifies the assumption that fewer free options are available for all categories of parking system users compared to 10 years ago.

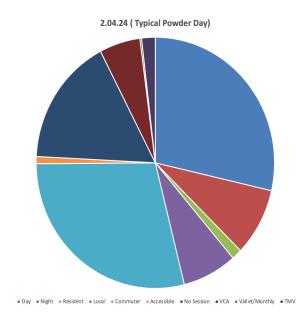
Revenues were up at all lots for the 2023-2024 winter season compared to the 2022-2023 winter season. Total revenues were up 222.74% the 2023-2024 winter season compared to the 2022-2023 winter season. Permit revenues were up 391.51% year over year.

GPG recorded 14 days during the 2023-2024 winter season with over 400 cars during the noon "snapshot" window. The snapshot refers to cars counted in all lots within 30 minutes of noon each day. Vehicles were diverted to other TMV public parking facilities on three occasions due to GPG being at capacity. There was only one day (2/4) during the 2023-2024 winter season when all public parking facilities in TMV were at capacity requiring diverting guests and/or employees to Telluride. By contrast, during the 2022-2023 winter season, GPG recorded 44 days with over 400 cars during the noon "snapshot" window, with 23 days that vehicles were diverted to other TMV parking facilities due to overflow. There were three instances where all TMV public parking facilities were at capacity where guests and/or employees were diverted to Telluride.

<u>License Plate Scan Data</u> – Data was collected on random days during the winter season. The scan data was consistent with the survey data collected during the winter 2019-2020 season. Day recreational use continues to account for a little over 50% of GPG users on high demand days, permitted users accounting the balance.

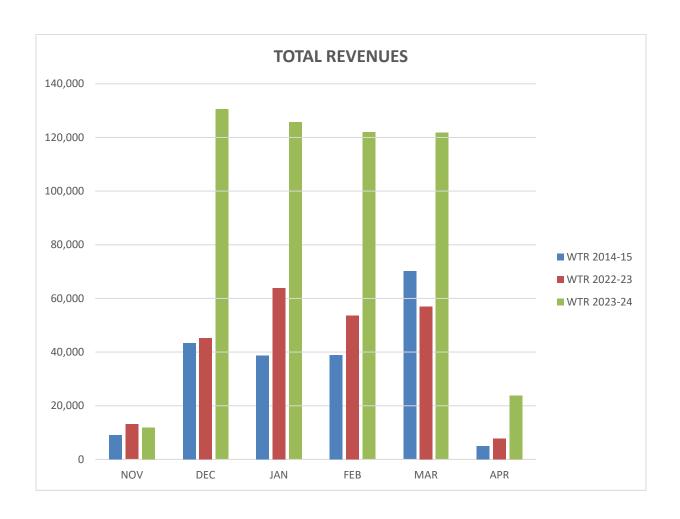
		LICENSE PL	ATE SCAN RESULTS		
16 DAYS OF SCANS	TOTAL	TOTAL %	Typical Powder Day	2.04.24	2.04.24%
Day	768	22.25%	Day	124	28.57%
Night	168	4.87%	Night	38	8.76%
Resident	92	2.67%	Resident	6	1.38%
Local	188	5.45%	Local	32	7.37%
Commuter	1,337	38.73%	Commuter	125	28.80%
Accessible	44	1.27%	Accessible	4	0.92%
No Session	491	14.22%	No Session	72	16.59%
VCA	242	7.01%	VCA	24	5.53%
Vallet/Monthly	18	0.52%	Vallet/Monthly	1	0.23%
TMV	104	3.01%	TMV	8	1.84%
Total	3,452	100.00%	Total	434	100.00%





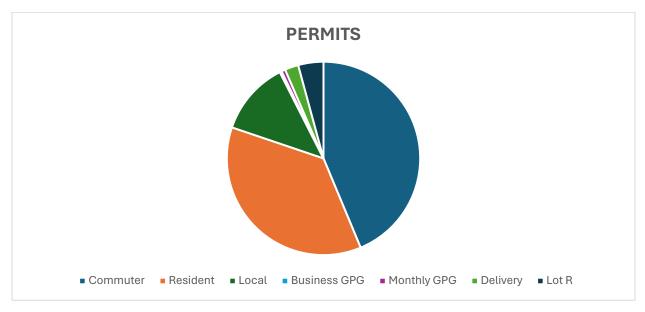
**Total Revenues** – Total parking revenues increased substantially during the 2023-2024 winter season compared to past winter seasons.

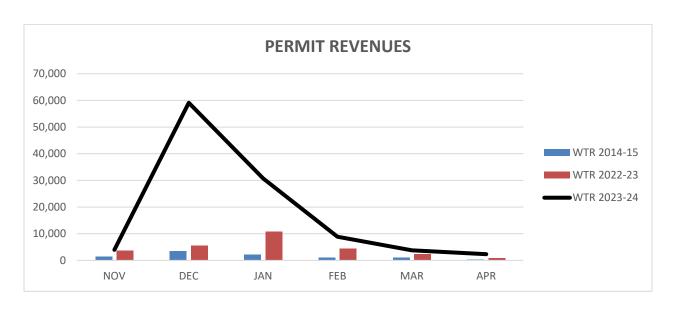
	TOTAL REVENUES							
	WTR 2014-15	WTR 2022-23	WTR 2023-24					
NOV	9,091	13,152	11,858					
DEC	43,307	45,199	130,498					
JAN	38,724	63,882	125,713					
FEB	38,871	53,638	122,019					
MAR	70,189	56,928	121,837					
APR	5,006	7,715	23,800					
TOTAL	205,188	240,514	535,725					



Permits – With the reinstitution of day user fees in GPG, a new and expanded permit system was launched for the winter season. The old paper file and sticker system was replaced with T2's UpSafety online permit management and enforcement platform. After ironing out the launch bugs, the system more than met the needs of the Town. Comments from permit applicants ranged from glowing praise to complete consternation, with the bulk of the feedback trending on the positive side of the scale. The local implementation team provided quick and personalized response to applicants who encountered issues during the application process, which garnered overall positive feedback.

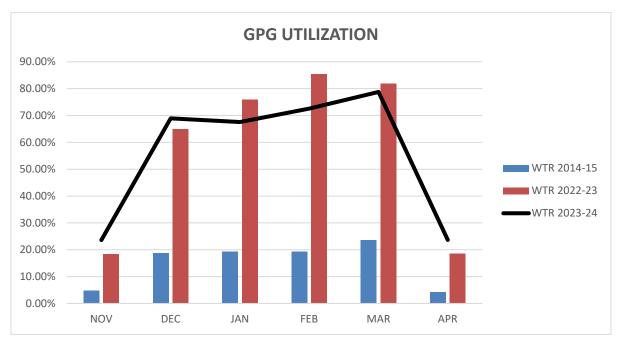
PERMI	ITS		PERMIT F	REVENUES	
Commuter	404	MONT	H WTR 2014-15	WTR 2022-23	WTR 2023-24
Resident	337	NOV	1,410	3,575	3,950
Local	114	DEC	3,425	5,600	59,115
Business GPG	3	JAN	2,125	10,850	30,716
Monthly GPG	6	FEB	1,045	4,450	8,855
Delivery	21	MAR	965	2,390	3,780
Lot R	39	APR	245	910	2,325
Total Per T2	924	Total	9,215	27,775	108,741

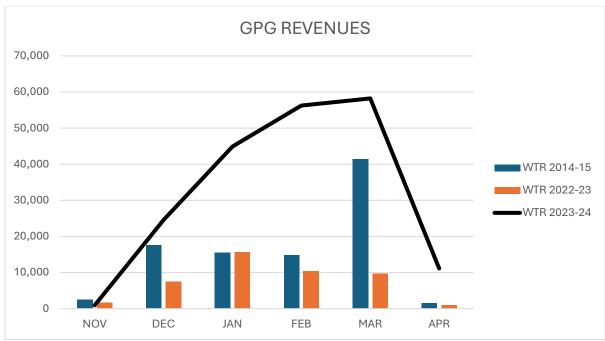




**Gondola Parking Garage** – Season utilization is down slightly with day and overnight revenues up substantially compared to prior seasons. Day rates (6:30am – 5pm) in GPG Monday through Thursday was \$10/day and Friday through Sunday, \$15/day. The garage was free to users from 5pm to 2am. Overnight parking was \$30 for 24 hours. Being the Town's busiest and largest public parking facility, this is where staff focused the bulk of its daily active management activities.

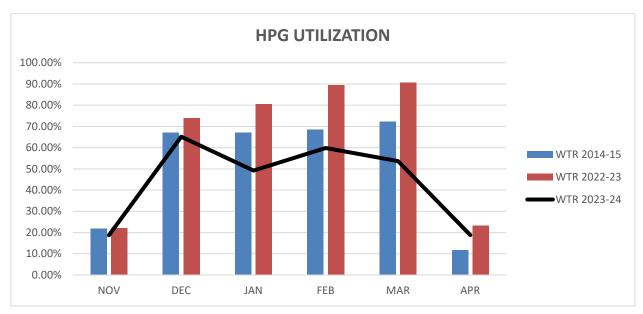
	GPG UTILI	ZATION			GP	G REVENUES	
MONTH	WTR 2014-15	WTR 2022-23	WTR 2023-24	MON	TH WTR 2014-15	WTR 2022-23	WTR 2023-24
NOV	4.84%	18.33%	23.60%	NOV	2,491	1,620	925
DEC	18.66%	64.85%	68.92%	DEC	17,639	7,445	24,555
JAN	19.38%	75.84%	67.56%	JAN	15,505	15,630	44,905
FEB	19.28%	85.45%	72.55%	FEB	14,848	10,445	56,250
MAR	23.52%	81.94%	78.78%	MAR	41,425	9,760	58,223
APR	4.18%	18.60%	23.65%	APR	1,564	925	11,115

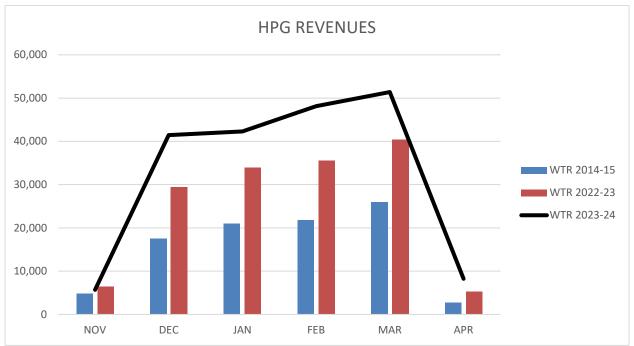




<u>Heritage Parking Garage</u> – Revenues were up for the season although utilization decreased substantially. Rates in HPT were \$5 per hour Monday through Thursday and \$10 per hour Friday through Sunday. Overnight parking was offered at \$50 for 24 hours.

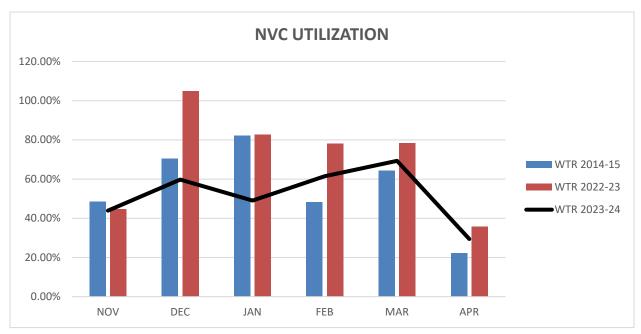
	HPG UTILIZ	ZATION			HPG RE	VENUES	
MONTH	WTR 2014-15	WTR 2022-23	WTR 2023-24	MONTH	WTR 2014-15	WTR 2022-23	WTR 2023-24
NOV	21.70%	22.17%	18.74%	NOV	4,790	6,393	5,689
DEC	67.04%	73.86%	65.16%	DEC	17,465	29,384	41,438
JAN	67.04%	80.52%	49.24%	JAN	21,004	33,910	42,312
FEB	68.46%	89.45%	59.84%	FEB	21,740	35,521	48,145
MAR	72.31%	90.57%	53.68%	MAR	25,909	40,398	51,395
APR	11.73%	23.14%	18.87%	APR	2,719	5,206	8,240

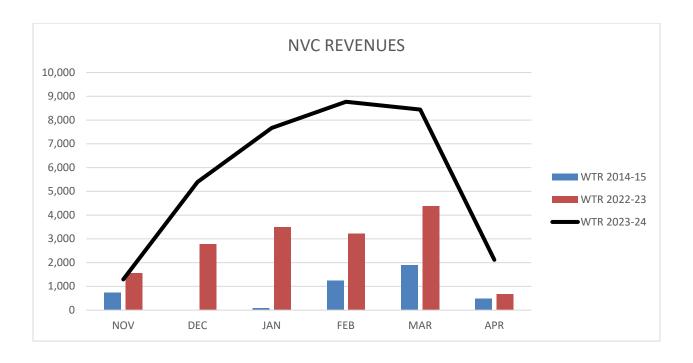




## **North Village Center** – Utilization and revenue patterns in NVC were very similar to HPG with season utilization decreasing as season revenues increased.

	NVC UTILIZ	ZATION			NVC RE	VENUES	
MONTH	WTR 2014-15	WTR 2022-23	WTR 2023-24	MONT	TH WTR 2014-15	WTR 2022-23	WTR 2023-24
NOV	48.53%	44.77%	43.87%	NOV	742	1,564	1,294
DEC	70.32%	104.90%	59.74%	DEC	0	2,770	5,390
JAN	82.19%	82.58%	49.03%	JAN	90	3,492	7,670
FEB	48.14%	78.00%	61.42%	FEB	1,238	3,222	8,769
MAR	64.26%	78.45%	69.29%	MAR	1,890	4,380	8,439
APR	22.13%	35.73%	29.42%	APR	478	674	2,120





#### **Challenges**

#### Short Roll Out Window

Only having several weeks from final approval to implementation, pre-planning played a huge part in the successful roll out of the new system. Admittedly, not everything went according to plan, and some unforeseen kinks had to be addressed, but within a month of implementation the system transitioned into operational mode. Throughout the season, problems were addressed in real-time. Many of the challenges listed below can be attributed to the short roll out window.

#### Communication

- TMV conducted multiple rounds of press releases, email blasts, and text blasts to announce the parking program changes. The vast majority of residents, second homeowners, commuters, and businesses were aware of the changes prior to implementation. Some regional skiers and annual visitors were missed by the digital communication program.
- Parking program changes were noticed and discussed in open session by Council
  on multiple occasions. Even with ample opportunity for public comment, some
  system users were taken by surprise as the changes were implemented.
- On-site communication by parking staff was the most effective communication channel. Attendants were in place to explain the program, assist customers with digital payments, and deal with complaints.

#### • Implementation and System Administration

- O An implementation and systems administration team did not exist when the parking policy changes were approved. Existing employees were utilized to implement and administer the parking systems. Several hundred man-hours were necessary to add all permits to the T2 system. The implementation was performed by Jim Loebe, Jason Marchand, Jodi Miller, and Morgan White. Implementation of the new rates and systems was fairly smooth.
- Operation of the new parking systems occurred with minimal problems. There were a few issues with ParkMobile. Notably, Apple Pay functionality in ParkMobile caused issues on multiple occasions. Most other payment issues were attributable to user error. Payment issues declined throughout the season as system users gained experience with mobile payments.
- Code Enforcement reported minimal enforcement issues. Code Enforcement staff was generally pleased with the T2 system and ParkMobile

#### Staffing

- Hiring and maintaining parking staff was difficult. Three FTS attendants were hired.
   Only one completed the season. Two PTS attendants were hired and helped on the weekends the final month of the season. The FTS attendant positions do not come with housing. The wage grade for the position does not lend itself to the ability to hire employees with housing. Alternative staffing plans are being considered to solve this issue.
- The budget for parking included one FTYR attendant that would also help with the gondola when parking was slow. During the winter season, it became apparent that a parking supervisor position was necessary to administer the permit and payment system as well as lead a parking crew. A Parking Coordinator position was created at the end of the winter season. It has become apparent that this position will take

on additional responsibilities including leadership, systems administration, and maintenance as we prepare for the 2024-2025 winter parking season.

#### • Wayfinding / Signage

- Permanent signage could not be produced in the short timeframe between approval and implementation.
- Temporary signage was designed and placed in all lots for the winter season.
   Inadequate, and at times, contradictory signage made enforcement challenging due to the short roll out window.
- o Comprehensive wayfinding updates are underway and will be in place before the end of the summer season.

#### **Internal Assessment and Feedback**

#### The Good

- Overall successful implementation
- Excellent customer service and public education
- Achieved goals of the program
- Communications
- o Learning curve: future staffing needs, signage needs, revenue and utilization trends
- Dedicated and monitored feedback system
- O Compliments: Love the mobile payment system; love the new permit system; I can always find a space; love Mo she's a great representative of your organization!

#### The Bad

- Mobile payments: challenging for some user groups, prone to user error, zone and rate configuration clunky and hard to customize for the Town's rate structures
- Misconception that charging for parking was to generate revenue
- Temporary and inadequate signage
- Complaints: Make it free again; mobile payment system stinks; bring back the meters; I don't always carry my phone how am I supposed to pay; not able to start a parking session in Heritage no cell connection; \$75 parking ticket, you've got to be kidding me!; payment instructions are inadequate; you're just putting another tax on the employee and making it impossible for us to live here; rates in Heritage are too high

#### • BDAC Feedback

- Overall positive
- Consider solution for businesses with short-term, in-close parking needs in SVC, NVC, and Heritage.
- Consider additional free or highly reduced parking product for visitors / residents requiring short-term visits to the core.
- o Allowances in the permit system / hours of enforcement for evening shift employees
- Allowances in the permit system for non-TMV business employees living out of permit boundaries (i.e. massage therapists / sitters providing services in hotels)

#### TSG Feedback

- Front line staff was excellent
- o Timing of communication poor
- Pricing fair
- o Guests felt day rates were cheap when compared to other resorts
- o Permit pricing was not adequate to encourage carpooling
- o Request to reconsider on-street MVB parking not entertained by the Town

#### **Conclusion**

Implementation and operation of the 2023-2024 winter parking program exceeded expectations. The goals of the program were achieved. Staff encountered many challenges and received valuable feedback from all parking stakeholders. Staff learned from those challenges and feedback. Staff is fine tuning the administrative and operational processes integral to a successful parking program. Communication, staffing, wayfinding / signage, permitting, and digital payment systems are being evaluated and improved. Staff feels the lessons learned and planned improvements will lead to improved parking services for the 2024-2025 winter season.



TO: Mountain Village Town Council

FROM: Jim Loebe, Transit & Recreation Director

**DATE:** May 9<sup>th</sup>, 2024

**RE:** Update Regarding Status of Funding Request to TMVOA Regarding Trails Master Plan

Implementation

Executive Summary: Drawing from the Trails Master Plan, which was developed with extensive public and stakeholder input, staff and advisory members of council have identified a number of trails and on-system improvement projects to be implemented during the 2024 construction season.

#### **Overview**

During the 2024 budget process, council allocated \$600,000 to fund projects contemplated in the Trails Master Plan. The Town made an additional funding request to TMVOA to increase the scope of projects to be included in the 2024 trails and on-system construction, improvement, and design and engineering project list. The attached menu of projects was approved at a special TMVOA board meeting on April 26<sup>th</sup>, 2024. The total 2024 funding request amounted to \$1,005,000. TMVOA subsequently granted the Town \$890,000 to go specifically toward construction and improvements projects. TMVOA requested that the \$115,000 in design and engineering projects be funded by the Town up front. If contemplated for construction in future years, the Town could request reimbursement for D&E services at that time.

	PROJECT COST BREAKD	OWN	
#	NAME	ТҮРЕ	COST
1	Big Billies Novice Connector	Construction	\$15,000
2	Stegosaurus Trail	Construction	\$50,000
3	VCA to Boulevard Trail	Improvements	\$10,000
4	Bear Creek Trail	Construction	\$10,000
5	Meadows Express Trail	Planning / D&E	\$15,000
6	Boulevard Trail Improvements (Center Section)	Improvements	\$350,000
7a	Boulevard Trail Reroute at VPB Ski Bridge	Construction	\$300,000
7b	ADA Sidewalk Connection Vischer to Aspen Ridge	Planning / D&E	\$60,000
7с	ADA Sidewalk Improvements Lost Creek Lane East & Madeline Frontage	Improvements	\$155,000
8	Lower Jurassic Meadowlark Reroute	Planning / D&E	\$25,000
9	Elk Lake Loop & Elk Lake to Touchdown Trail	Planning / D&E	\$15,000
		TOTAL:	\$1,005,000
			MOUNTAIN VILLA

With TMVOA funding secured, staff recommends utilizing a portion of the Town's \$600,000 in budgeted trails funds to cover the aforementioned \$115,000 in D&E services, enhanced wayfinding covering the entirety of Boulevard Trail, the Mountain Village Center to Country Club corridor, and the Country Club to Meadows corridor, additional improvements to the Boulevard Trail outside of the center section time and weather permitting, and any work that can be completed on the trail and sidewalk through Meadowlark this fall.

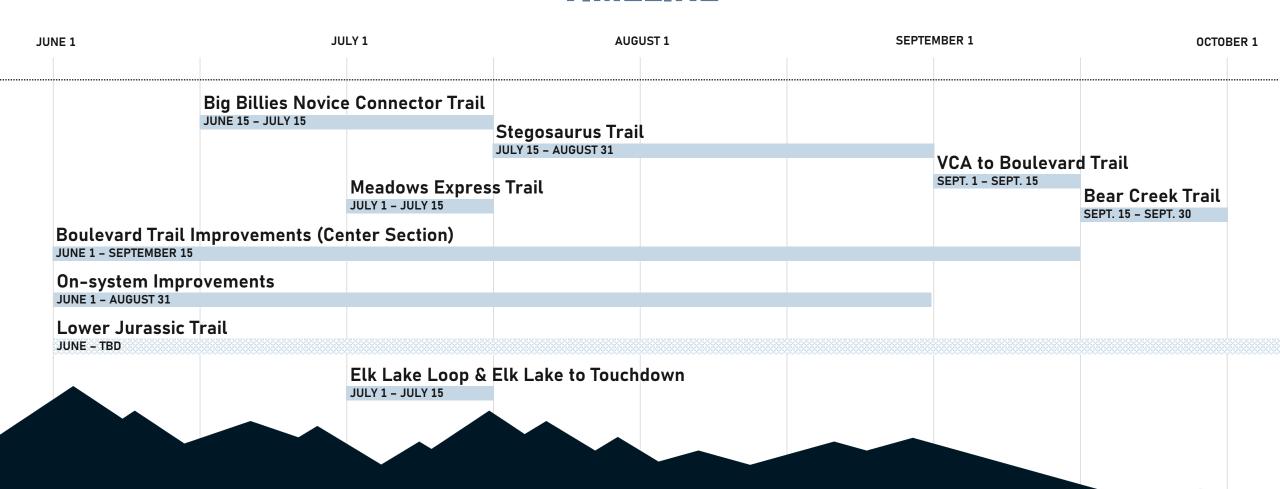
#### Next Steps (30 days)

- Execute funding agreement with TMVOA
- Execute contracts with trail contractors
- Bid and contract sidewalk projects
- Content development and design for trails wayfinding
- Procure D&E services for projects 5, 7b, 8, and 9

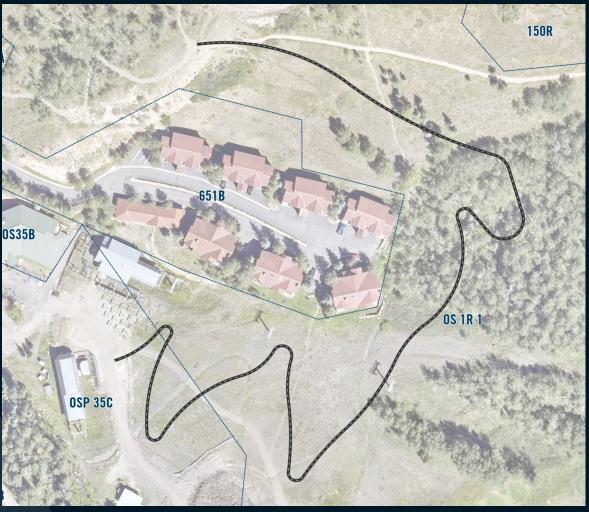


## **2024 TRAILS PROJECTS PLAN**

### **TIMELINE**



## **BIG BILLIES NOVICE CONNECTOR**







## **BIG BILLIES NOVICE CONNECTOR**

COST: \$15,000 LENGTH: 0.32 MILES



- New trail approved in the 2023 Trails License Agreement with TSG
- Serves as a detour around Meadowlark during construction and a more manageable bicycle climb to existing Big Billies Trail
- Multi-use hike / bike
- Variation of NS-16 in Trails Master Plan
- Open space parcels:
  - OS 1R 1 (TSG)
  - OSP 35C (TSG)



## **BIG BILLIES NOVICE CONNECTOR**

COST: \$15,000 LENGTH: 0.32 MILES

- Timeline: ~ 1 months
- Start: June 15, 2024
- Finish: July 15, 2024
- Contractor: Big Loop Trails
- Scope:
  - » Trail survey & layout
  - » Build to standard Town trail specifications
  - » 2 machine passes
- Notes: Procurement contingent upon funding

PO Box 806 Dolores, CO 81323-8719





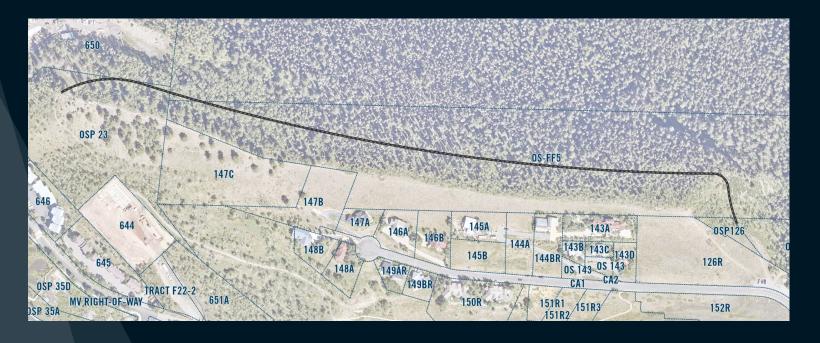
Quote No.: 12232 Date: 3/7/2024

	Bill To:	Ship To:	Customer Service:
	Town of Mountain Village		Phone: (970) 394-1211
ote	411 Mountain Village Blvd		Fax:
Quc	Mountain Village, CO 81435		E-mail: epictrails@biglooptrails.com
Q	(970) 729-3434		7.7

			Shipping Via:	Rep: Shawn Gregory		
QTY.		ITEM NAME	DESCRIPTION		PRICE	TOTAL
1	ea	Trail Construction Project	Trail Construction Project - Big B Connection trail. See construction below. Approximately .32 mile.		\$12,594.16	\$12,594.16
1	ea	Trail Construction Project	Trail Construction Project - Stego See construction details below. .5 mile.		\$50,000.00	\$50,000.00
1	ea	Trail Construction Project	Trail Construction Project - VCA I See construction details below. .12 mile.		\$10,000.00	\$10,000.00
1	ea	Trail Construction Project	Trail Construction Project - Bear See construction details below. .22 mile.		\$10,000.00	\$10,000.00
			Construction details: - Trail survey and layout Pinflag route and provide gps fi - 2 Machine passes (First rough of finish. Slash is pushed/spread w distance of machine) - Town of Mountain village perfe	ut and second ithin bucket		
		Notes	clearing on flagged route and fin after machine including unsafe t (If Big Loop clears corridor and d work it will be an additional char - Bridge construction / install not Loop could quote a fabricated m frame if desired)	ish handwork ree removal. oes hand finish 'ge) t included (Big etal bridge		
			<ul> <li>Potential added charges: Unkn obstacles encountered that requ work outside of Big Loop's stand</li> </ul>	ire additional		



## **STEGOSAURUS TRAIL**

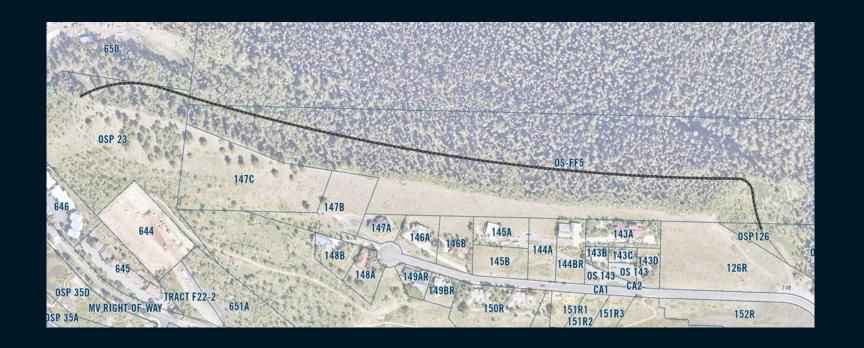




## STEGOSAURUS TRAIL

**COST: \$50,000 LENGTH: 0.5 MILES** 

- New trail approved in the 2023 Trails License Agreement with TSG
- NS-6 in Trails Master Plan
- Multi-use hike / bike
- Open space parcels:
  - OS-FF5 (TSG)
  - OS 3Z (TSG)
  - OSP 23 (TSG)





## STEGOSAURUS TRAIL

COST: \$50,000 **LENGTH: 0.5 MILES** 

- Timeline: 6 weeks
- Start: July 15, 2024
- Finish: August 31, 2024
- Contractor: Big Loop
- Scope:
  - Trail survey & layout
  - Build to standard Town trail specifications
  - 2 machine passes
- Notes: Procurement contingent upon funding

PO Box 806





Date: 3/7/2024

	Bill To:	Ship To:	Customer Service:
	Town of Mountain Village		Phone: (970) 394-1211
$\circ$	411 Mountain Village Blvd		Fax:
	Mountain Village, CO 81435		E-mail: epictrails@biglooptrails.com
g	(970) 729-3434		7.0

Terms: C.B.D			Shipping Via:	Rep: Shawn Gregory		
QTY.		ITEM NAME	DESCRIPTION		PRICE	TOTAL
1	ea	Trail Construction Project	Trail Construction Project - Big B Connection trail. See constructi below. Approximately .32 mile.		\$12,594.16	\$12,594.16
1	ea	Trail Construction Project	Trail Construction Project - Steg See construction details below. .5 mile.		\$50,000.00	\$50,000.00
1	ea	Trail Construction Project	Trail Construction Project - VCA See construction details below. .12 mile.		\$10,000.00	\$10,000.00
1	ea	Trail Construction Project	Trail Construction Project - Bear See construction details below. .22 mile.		\$10,000.00	\$10,000.00
		Notes	Construction details: - Trail survey and layout Pinflag route and provide gps f - 2 Machine passes (First rough finish. Slash is pushed/spread w distance of machine) - Town of Mountain village perficering on flagged route and fir after machine including unsafe t (If Big Loop clears corridor and c work it will be an additional cha - Bridge construction / install no Loop could quote a fabricated m frame if desired) - Potential added charges: Unkrobstacles encountered that requ work outside of Big Loop's stance	cut and second vithin bucket orms corridor nish handwork cree removal. loes hand finish rge) ti included (Big netal bridge nown buried uire additional		



## **VCA TO BOULEVARD TRAIL**





## **VCA TO BOULEVARD TRAIL**

COST: \$10,000 LENGTH: 0.12 MILES



- Existing trail formalized in 2023 Trails License Agreement with TSG
- Existing social path will be improved and several small bridges installed
- NS-12 in Trails Master Plan
- Multi-use hike / bike
- Open space parcels:
  - OS 1R 1 (TSG)
  - OS 1R 1 Civic (TSG)



## **VCA TO BOULEVARD TRAIL**

COST: \$10,000 LENGTH: 0.12 MILES

- Timeline: 2 weeks
- Start: September 1, 2024
- Finish: September 15, 2024
- Contractor: Big Loop
- Scope:
  - » Improvement of existing trail
  - » Establish wider trail width
  - » Import material
  - » Improve drainage
  - » Construct bridges in 2 locations
- Notes: Procurement contingent upon funding

PO Box 806
Dolores CO 81323-8719



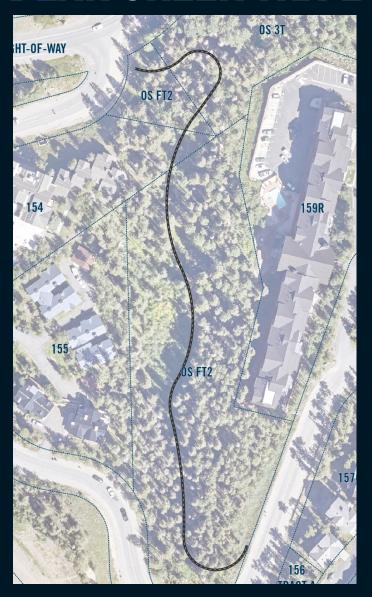
Quote No.: 12232 Date: 3/7/2024

	Bill To:	Ship To:	Customer Service:
.	Town of Mountain Village		Phone: (970) 394-1211
ote	411 Mountain Village Blvd		Fax:
۲ ا	Mountain Village, CO 81435		E-mail: epictrails@biglooptrails.com
מ	(970) 729-3434		77 727 121

Terms: C.B.D			Shipping Via:	Rep: Shawn	Rep: Shawn Gregory		
QTY.		ITEM NAME	DESCRIPTION		PRICE	TOTAL	
1	ea	Trail Construction Project	Trail Construction Project - Connection trail. See const below. Approximately .32 r	ruction details	\$12,594.16	\$12,594.16	
1	ea	Trail Construction Project	Trail Construction Project - See construction details bel .5 mile.	_	\$50,000.00	\$50,000.00	
1	ea	Trail Construction Project	Trail Construction Project - See construction details bel .12 mile.		\$10,000.00	\$10,000.00	
1	ea	Trail Construction Project	Trail Construction Project - See construction details bel .22 mile.		\$10,000.00	\$10,000.00	
			Construction details: - Trail survey and layout.				
			<ul> <li>Pinflag route and provide;</li> <li>2 Machine passes (First rofinish. Slash is pushed/spredistance of machine)</li> <li>Town of Mountain village</li> </ul>	ugh cut and second ad within bucket			
		Notes	clearing on flagged route ar after machine including uns (If Big Loop clears corridor a work it will be an additional - Bridge construction / insta Loop could quote a fabricat	safe tree removal. and does hand finish I charge) all not included (Big			
			frame if desired) - Potential added charges: obstacles encountered that work outside of Big Loop's s	Unknown buried require additional			



# **BEAR CREEK TRAIL**





## **BEAR CREEK TRAIL**

**COST: \$10,000 LENGTH: 0.22 MILES** 



- New trail construction
- Extension of existing lower Bear Creek Trail up to middle San Joaquin
- NS-3 in Trails Master Plan
- Multi-use hike / bike
- Open space parcels:
  - OS FT2 (MV)
  - 0S 3T (TSG)



## BEAR CREEK TRAIL

COST: \$10,000 **LENGTH: 0.22 MILES** 

- Timeline: 2 weeks
- Start: September 15, 2024
- Finish: September 30, 2024
- Contractor: Big Loop
- Scope:
  - Trail survey & layout
  - Build to standard Town trail specifications
  - 2 machine passes
- Notes: Procurement contingent upon funding

Big Loop PO Box 806





Quote No.: 12232 Date: 3/7/2024

	Bill To:			Ship To:	Customer Se	ervice:			
	Town of	Mounta	in Village		Phone: (970)	970) 394-1211			
Quote	411 Mou	untain Vi	llage Blvd		Fax:				
<u>⊃</u> ,	Mounta	in Village	e, CO 81435		E-mail: epictra	ails@biglooptrai	ls.com		
o	(970) 72	9-3434							
	Terms:	C.B.D		Shipping Via:	Rep: Shawn	Gregory			
	QTY.		ITEM NAME	DESCRIPTION		PRICE	TOTAL		
				Trail Construction Project - Big	Billies Novice				
	1	ea	Trail Construction Project	Connection trail. See construc	tion details	\$12,594.16	\$12,594.16		
				below. Approximately .32 mile	e.				
				Trail Construction Project - Ste	gosaurus Trail.				
	1	ea	Trail Construction Project	See construction details below	. Approximately	\$50,000.00	\$50,000.00		
				.5 mile.					
				Trail Construction Project - VC					
	1	ea	Trail Construction Project	See construction details below	. Approximately	\$10,000.00	\$10,000.00		
				.12 mile.					
			T-116	Trail Construction Project - Bea		¢40,000,00	440,000,00		
	1	ea	Trail Construction Project	See construction details below	. Approximately	\$10,000.00	\$10,000.00		

Construction details

- Trail survey and layout - Pinflag route and provide gps file.

distance of machine)



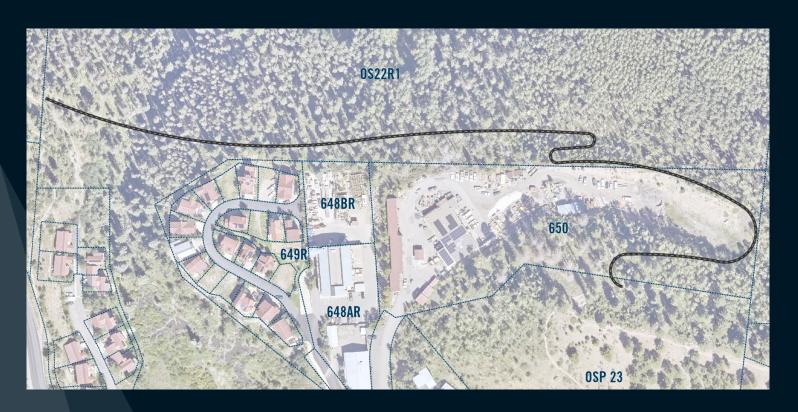
- Town of Mountain village performs corridor clearing on flagged route and finish handwork after machine including unsafe tree removal. (If Big Loop clears corridor and does hand finish work it will be an additional charge) - Bridge construction / install not included (Big Loop could quote a fabricated metal bridge frame if desired)

- 2 Machine passes (First rough cut and second finish. Slash is pushed/spread within bucket

- Potential added charges: Unknown buried obstacles encountered that require additional work outside of Big Loop's standard machine



# **MEADOWS EXPRESS TRAIL**





#### **MEADOWS EXPRESS TRAIL**

COST: \$15,000\* LENGTH: 0.42 MILES

\*\$15,000 PLANNING PROJECT ONLY



- New trail approved in the 2023 Trails License Agreement with TSG
- Meadows neighborhood bypass trail connecting Jurassic Trail with Meadows Trail
- NS-4 in Trails Master Plan
- Multi-use hike / bike
- Open space parcels:
  - OS 22 R1 (TSG)
  - OSP 23 (TSG)



#### **MEADOWS EXPRESS TRAIL**

COST: \$15,000\* LENGTH: 0.42 MILES

\*\$15,000 PLANNING PROJECT ONLY

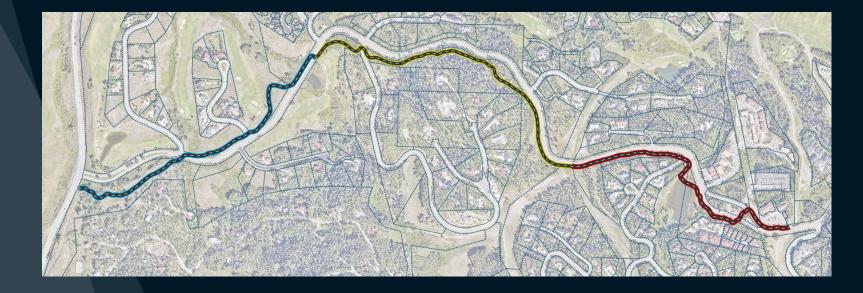
- Timeline: 2 weeks
- Start: July 1, 2024
- Finish: July 15, 2024
- Contractor: Big Loop
- Scope:
  - » Field work analyzing terrain
  - » Loosely ribbon flag route
  - » GPS locate points
  - » Trail project proposal with maps & illustrations
- Notes: Procurement contingent upon funding

					T		
	Big Loo			AND A GLOS	Quote No.:		
	PO Box			Big	Date: 3/7/2	2024	
	Dolores	, CO 8132	23-8719				
				TOPE BY			
	Bill To:			Shin To:	Customer Se		
			in Village	Ship To:	Phone: (970)		
E.	I		llage Blvd		Fax:	594-1211	
Juote	I		e, CO 81435			ails@biglooptrail	s com
ď	(970) 72	_	., co or 133		L mail epicare	ande biglooptium	3.00111
	(= ,						
	Terms:	C.B.D		Shipping Via:	Rep: Shawn	Gregory	
	QTY.		ITEM NAME	DESCRIPTION		PRICE	TOTAL
				capabilities (Large rocks), abund	ant large roots		
				and/or significant water mitigati	ion. and/or		
				hazard mitigation (nearby and/o	or downslope		
Ι.				structures and/or utilities)			
				Trail Design & Layout: Meadow			
	1	ea	Trail Design & Layout	See design & Layout details belo	w.	\$15,000.00	\$15,000.00
				Approximately .75 mile.			
				Trail Design & Layout: Elk Lake t			
	1	ea	Trail Design & Layout	See design & Layout details belo	iw.	\$15,000.00	\$15,000.00
				Approximately 1 mile.			
				Trail Design & Layout details: - Field work analyzing terrain, id	entifying		
				control points, no-go areas & sp	-		
				collection.	atiai aata		
				- Loosely ribbon flag route.			
				- Collect final GPS alignment wh	ich will have a		
				buffer to accommodate variance	es during		
				construction. Final alignment G	PS routes will		
				be provided for the specialists to	o use		
			Notes	navigating proposed routes duri	ng their		
				analysis.			
				- Create a detailed trail project p			
				images, illustrations, and maps.	The proposal		
				will also include recommended	000000		
				signage/marking, parking areas,			
				crossings, fence crossings, wayfi trailhead kiosks where appropri			
				- No bridge engineering is include			
				crossings.	ieu ioi watei		



# BOULEVARD TRAIL IMPROVEMENTS (CENTER SECTION)

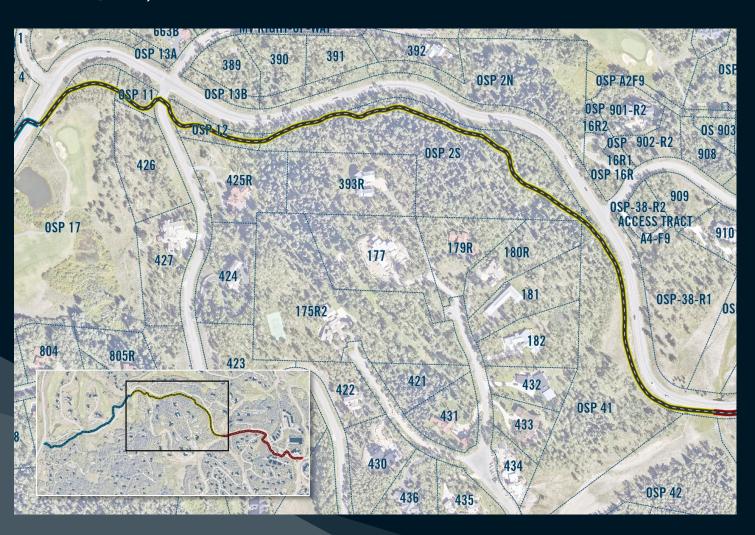






## **BOULEVARD TRAIL IMPROVEMENTS (CENTER SECTION)**

COST: \$275,000 LENGTH: 0.67 MILES



- Divided into 3 sections:
  - » Blue West (0.63 miles)
- » Yellow Center (0.67 miles)
- » Red East (0.59 miles)
- NS-4 in Trails Master Plan
- Multi-use hike / bike
- Open space parcels:
  - OSP 17 (TSG)
  - OSP 11 (MV)
  - OSP 12 (MV)
  - OSP 2S (TSG)
  - OSP 41 (MV)



## **BOULEVARD TRAIL IMPROVEMENTS (CENTER SECTION)**

COST: \$275,000 LENGTH: 0.67 MILES

- Timeline: 3 months
- Start: June 15, 2024
- Finish: September 15, 2024
- Contractor: Telluride Landscaping Co.
- Scope:
  - » Renovation of existing trail
  - » Reestablish existing path to 8' 0"
  - » Add / enhance drainages
  - » Replace retaining walls
  - » Install new retaining walls
  - » Import fresh surface material
- Notes: Procurement contingent upon funding

#### Boulevard Trail Section One:

Touchdown Drive to Bridges Ski Run (approximately 3,600 linear feet)

#### Phase One (Summer 2024):

Regrade, realign, improve and widen current trail to match the sample photos provided earlier.

- rough grade/shape (9' wide trail) shoulder varying width and landscape adjacent to trail
- provide and place fill and road base 8' wide throughout as needed, approximately 200-250 tons fill and 450-500 tons of 34" roadbase
- topsoil and reclaim all disturbed areas along trail and a staging areas
- ~ rough in and lay back slopes to reduce need for retaining walls

#### Phase Two (Fall 2024/Spring 2025):

Trail Mix Completion

- Detail rough grade and roadbase tune up post winter settling
- Provide and place trail mix throughout (7' wide 1.5" average depth, approximately 250-300 tons) Finish grade and final details



# **ON-SYSTEM IMPROVEMENTS**





#### **ON-SYSTEM IMPROVEMENTS**

COST: \$515,000\* LENGTH: 0.33 MILES

\*\$515,000 TOTAL PROJECT COST - EACH SECTION HAS INDIVIDUAL COST



#### RED: Boulevard Trail Reroute at VPB Ski Bridge

- SU-2 in Trails Master Plan
- 0.1 miles
- \$300,000
- OS 1C (TSG)

# YELLOW: ADA Sidewalk Connection Vischer to Aspen Ridge

- SU-2 in Trails Master Plan
- 0.1 miles
- \$60,000 planning and engineering only
- OS 1C (TSG)
- OS 1B (MV)

# GREEN: ADA Sidewalk Improvements Lost Creek Lane East & Madeline Frontage

- Connection of SU-1 and SU-3 in Trails Master Plan
- 0.1 miles
- \$155,000
- Open space parcels:
  - OS 8A (HIGHLAND CO. LLC)
  - OS 3V (MV)
  - OS 1A (WD AND VT TRUST)
  - OS 3XRR (MV)
  - 38-50-51RR (WD AND VT TRUST)



#### **ON-SYSTEM IMPROVEMENTS**

COST: \$515,000\* LENGTH: 0.33 MILES

\*\$515,000 TOTAL PROJECT COST - EACH SECTION HAS INDIVIDUAL COST

- Timeline: 3 months
- Start: June 1, 2024
- Finish: August 31, 2024
- Contractors: Uncompangre Engineering, PST Engineering, SGM, TBD construction firm
- Scope:
  - Design and engineering for all 3 sections
  - Construction of red section reroute Boulevard Trail under Village Bypass bridge
  - Construction of green sections new sidewalk section connecting Boulevard Trail with ADA ramp at Lost Creek Lane and new ADA ramps at Madeline frontage
- Notes: Procurement contingent upon funding

				DRAFT	FOR REVIEW AND COMMENT	
Bid Item No.	Construction Item	Unit	Estimated Quantity	Unit Cost	Estimated Costs	% OF (a
1	Stormwater Management & Erosion Control	LS	1	\$ 2,000.00	\$ 2,000	1.20%
2	Sidewalk Removal	SY	225	\$ 30.00	\$ 6,750	4.05%
3	Bridge Abutment Wall Facing (Architectural)	SF	250	\$ 40.00	\$ 10,000	5.99%
4	Concrete Sidewalk-Thickened, C&G	CY	40	\$ 1,500.00	\$ 60,000	35.96%
5	Concrete Sidewalk (6")	CY	30	\$ 625.00	\$ 18,750	11.24%
6	Rockery Wall	SF	260	\$ 125.00	\$ 32,500	19.48%
7	Class 6 Aggregate Base Course	CY	60	\$ 50.00	\$ 3,000	1.80%
8	Unclassified Excavation	CY	140	\$ 40.00	\$ 5,600	3.36%
9	Site Restoration	AC	1.0	\$ 2,500.00	\$ 2,500	1.50%
10	Tree Removal	LS	1.0	\$ 5,000.00	\$ 5,000	3.00%
11	18" HDPE	LF	40.0	\$ 100.00	\$ 4,000	2.40%
12	CDOT Type C Inlet	EA	2.0	\$ 5,000.00	\$ 10,000	5.99%
13	Rip Rap	CY	45.0	\$ 150.00	\$ 6,750	4.05%
		S	ubtotal of Co	nstruction Items	\$ 166,850	(a)

General Contractor Project Costs	Unit	Quantity	Unit Cost	Estimated Costs	% OF (a)		
Mobilization	%	8.0%		\$ 13,300	8.00%		
Management/Superintendent	%	5.0%	30	\$ 8,300	5.00%		
Permits	%	0.0%		\$ -	0.00%		
Labor-Misc., General	%	10.0%	50	\$ 16,700	10.00%		
Traffic Control	%	2.5%		\$ 4,200	2.50%		
Construction Surveying	%	2.0%		\$ 3,300	2.00%		
Overhead and Profit	%	8.0%	10	\$ 13,300	8.00%		
Subsistence	%	0.0%	8	\$ -	0.00%		
Subtotal of General Contractor Project Costs \$ 59,100							

Other Construction Costs	Unit	Quantity	Unit Cost	Estimated Costs		% OF (c)
Electrical and Controls	%	0.0%	20	\$	-	0.00%
Bonds/Insurance	%	1.5%		\$ 3,400	)	1.50%
		Subtota	of Other Costs	\$ 3,400	)	(d)

Subtotal of Construction Costs (a) + (b) = (c) \$

Construction Contract Cost Estimate (c) + (d)

Other Construction Costs	Unit	Quantity	Unit Cost	Estir	mated Costs	% OF (c)
Electrical and Controls	%	0.0%	rye a	\$	-	0.00%
Bonds/Insurance	%	1.5%		\$	3,400	1.50%
		Subtota	of Other Costs	\$	3,400	(d)

	9.0		37 07	39 0			<u> 30</u>
Engineering and Construction Administra	ition	Unit	Quantity	Unit Cost	Estin	nated Costs	% OF (e)
Geotechnical - Materials Testing		%	1.0%		\$	2,300	1.00%
Engineering Design and Bid		%	8.0%	70	\$	18,300	8.00%
Construction Engineering		%	2.0%	8	\$	4,600	2.00%
Contingencies		%	10.0%		\$	22,900	10.00%
Subtota			ering and Con	struction Costs	\$	48,100	(f)
				•			1 NO. 10 NO.
En	gineer's Opinion o	f Probat	ole Project Co	sts (e) + (f) = (g)	\$	274,050	(g)



232,943

342,563

25% \$

				_		
ENGINEERING					TOTAL FEES	Notes
Subco	onsultants					
	Geotechnical Engineering (Wall)(Trautner)			\$	9,300.00	
	Geotechnical Engineering (Wall)(Tradtrier)  Geotechnical Engineering (Addt'l for Bridge Abutments)(Trautner)			\$	3,200.00	
	Topographic Survey & ROW (one side of road) (San Juan Surveying)			\$	9,500.00	
	Structural Engineer (Wall) (TBD)			\$		Waiting on Quote
5	Structural Engineer (Bridge Abutments) (TBD)			\$	3,500.00	Waiting on Quote
6	UnCompaghre Engineering (Site Support)			\$	1,000.00	
				\$	30,000.00	
Conce	eptual Design (30%)					
7	Coordination (Meetings, Phone Calls, Emails, Site Visits)	12	4	\$	2,340.00	
	Utility Coordination (note 3)		3	\$	405.00	
	Public Meetings (assume none)				NA	
	Set up Base Drawing from survey, create existing surface		3	\$	405.00	
-	Cover		2	\$	270.00	
	Typical Sections		4	\$	540.00	
13	Hydraulic Study (assume not necessary)				NA	
	Cidewall, Diese and Des Cla Chante (Only and		10		1 250 62	Design assuming future
	Sidewalk Plan and Profile Sheets (2 sheets)	_		\$	1,350.00	6' shoulder
	Bridge vs Culvert Extension Analysis & Plan Sheet of selected option Wall Plan and Profiles (assume 1 sheet)	$\vdash$	10	\$	1,350.00 810.00	
	Engineer's Estimate	-	6	\$	810.00	
	QA/QC and Oversight	6	4	\$	1,440.00	
10	are and oversight	18	52	\$	9,720.00	
Prolin	ninary Design (75%)	10	JZ	Ý	7,720.00	
	Coordination (Meetings, Phone Calls, Emails, Site Visits)	12	4	\$	2,340.00	
	Typical Sections	12	2	\$	270.00	
	Project Notes (add to cover)		4	\$	540.00	
	,			Ĺ	_ 10.00	Put stormwater on
22	Stormwater Management Plan					Contractor.
	Sidewalk Plan and Profile Sheets (2 sheets)		10	\$	1,350.00	
	Bridge or Culvert Extension Plan Sheet		6	\$	810.00	
	Wall Plan and Profiles (assume 1 sheet)		6	\$	810.00	
	ADA Ramp Grading at Intersections (3-4 Ramps)		10	\$	1,350.00	
27	Miscellaneous Details		6	\$	810.00	
28	Signing and Striping Plan					X-walks only (on ADA details or P-pros)
						Put Traffic Control on
	Traffic Control Plan					Contractor.
	Engineer's Estimate		6	\$	810.00	
	Project Specifications	4	16	\$	2,760.00	
32	QA/QC and Oversight	6	4	\$	1,440.00	
E1	(1000)	22	74	\$	13,290.00	
	Design (100%)	<b>—</b>			000.00	
	Coordination (Meetings, Phone Calls, Emails, Site Visits)	6	10	\$	900.00	
	Plan Revisions Assist town with Bid Documents	4	12	\$	1,620.00	
		_		\$	1,200.00	
	Attend Pre-bid Meeting Bidding Process (assume Town will run process, PST answer technical questions and	8		Þ	1,200.00	
	issue Addenda)	4		\$	600.00	
37		22	12	\$	4,920.00	
1		22	12	Ψ	7,720.00	
' [	Labor Total	62	138	\$	57,930.00	
Г	Expenses (mileage)			\$	500.00	
١ ١	Expenses (modge)			Ť	555.00	_
		Over	all Total	\$	58,430.00	
			ST Total		28,430.00	
				-		

	LOST CREEK LANE				
1	Sawcut and Remove Excess Asphalt at Lost Creek Ln	1	LS	\$4,500.00	\$ 4,500.00
2	Regrade and Pour New Access Sidewalk	1	LS	\$2,500.00	\$ 2,500.00
3	Install new Curb and Gutter from Belvedere V-Pan	130	LF	\$ 65.00	\$ 8,450.00
4	Stripe Crosswalk	1	LS	\$ 500.00	\$ 500.00
	PULL-OUT AT GRANITA				
4	Sawcut Slab approx. 15" from Face of Curb	95	LF	\$ 15.00	\$ 1,425.00
5	Remove, Re-prep, and Re-Install Curb	95	LF	\$ 50.00	\$ 4,750.00
6	Install Sidewalk from Granita to Tie-In at Bridge	8	CY	\$1,150.00	\$ 9,200.00
7	Trench Drain	1	LS	\$1,000.00	\$ 1,000.00
	MADELINE				
8	Move Sign at Madeline	1	ea	\$7,500.00	\$ 7,500.00
9	Hydronic Repair	4	ea	\$5,000.00	\$ 20,000.00
10	Sawcut, Remove, and Re-prep Each Ramp	4	ea	\$4,000.00	\$ 16,000.00
11	Re-Pour Ramps	4	ea	\$7,500.00	\$ 30,000.00
12	Re-Do Pavers	2	ea	\$4,000.00	\$ 8,000.00
	FKL				
13	Sawcut Asphalt	150	LF	\$ 8.00	\$ 1,200.00
14	Remove FKL Sidewalk (the red sidewalk)	1	LS	\$2,000.00	\$ 2,000.00
15	Remove FKL Curb and Gutter	1	LS	\$3,000.00	\$ 3,000.00
16	New Curb & Gutter - FKL	150	LF	\$ 65.00	\$ 9,750.00
17	Pour 160 LF of FKL Sidewalk - match curb	18	CY	\$1,150.00	\$ 20,700.00
18	FKL - Asphalt Patch	320	SF	\$ 8.00	\$ 2,560.00
				Subtotal =	\$ 153,035.00
		Cor	ntinger	ncy @ 15% =	\$ 22,955.25
				Total =	\$ 175,990.25



# LOWER JURASSIC MEADOWLARK REROUTE







#### LOWER JURASSIC MEADOWLARK REROUTE

COST: \$25,000\* LENGTH: 0.18 MILES

\*\$25,000 PLANNING PROJECT COST



#### MINT (NORTH): Adams Ranch Road to Jurassic Trail Connection

- Working with Alta Planning + Design on design elements
- Natural surface
- Significant retaining walls required
- Lower portion bike only
- 644 feet
- \$500,000
- OSP 23 (TSG)
- TRACT F22-2 (TSG)

# PURPLE (SOUTH): Adams ranch Road to Jurassic Sidewalk Connection

- Working with Alta Planning + Desing on design elements
- Curb and gutter sidewalk
- Pedestrian only
- 333 feet
- TRACT F22-2 (TSG)



## LOWER JURASSIC MEADOWLARK REROUTE

COST: \$25,000\* LENGTH: 0.18 MILES

\*\$25,000 PLANNING PROJECT COST

Timeline: TBD

Start: June 2024

- Finish: TBD Meadowlark finish grading
- Contractor: Alta Planning + Design
- Scope:
  - » Trail design & specification
  - » Construction document preparation
- Notes: Procurement contingent upon funding

From: Chloe Ward

To: <u>Jim Loebe</u>; <u>Michelle Haynes</u>

Cc: <u>David Foster</u>
Subject: Re: Lower Jurassic

**Date:** Friday, March 22, 2024 3:59:28 PM

**Caution:** External Message - Please be cautious when opening links or attachments in email.

Hey Loebe - good chatting with you and Lauren this morning. As promised, here's an email with an estimated fee for completing the full PS&E design/documents for the trail. Let me know if you'd prefer something more formal like a memo or something.

In December 2023, Alta was directed to pause design work on the Lower Jurassic Trail until site grading was completed for the Lot 644 housing development. Once site grading is complete in Spring 2024, we estimate that an additional fee of \$25,000 will be needed to complete the design of the trail and prepare 100% construction documents, specifications, and cost estimate for construction.

--

#### **CHLOE WARD, PE**

Engineering Associate I | Alta Planning + Design, Inc.

**c:** 815.505.5170

Glenwood Springs, CO | altago.com



# ELK LAKE LOOP & ELK LAKE TO TOUCHDOWN TRAIL

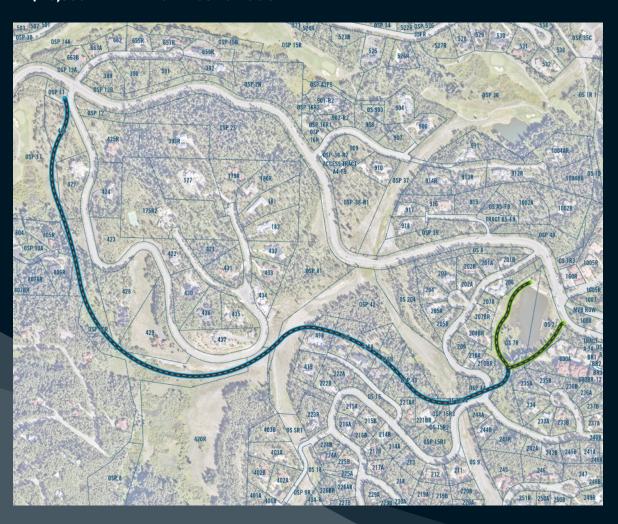




## **ELK LAKE LOOP & ELK LAKE TO TOUCHDOWN TRAIL**

**COST: \$15,000 LENGTH: 1.22 MILES** 

\*\$15,000 PLANNING PROJECT COST



# BLUE: Elk Lake to Touchdown Trail

- NS-8 in Trails Master Plan
- Multi-use hike / bike
- Beginner level
- 1 mile
- Open space parcels:
  - OS 7R (TSG)
  - OSP 15R3 (TSG)
  - OS 15R4 (TSG)
  - OSP 42 (TSG)
  - OSP 17 (TSG)
  - OSP 44 (TSG)
  - OSP 43 (MV)
  - OSP 41 (MV)
  - OSP 10R (TSG)
  - OSP 11 (MV)

#### **GREEN: Elk Lake Loop**

- NS-8 in Trails Master Plan
- Pedestrian only
- 0.22 miles
- Open space parcels:
  - OS 7R (TSG)
  - 0S 2 (TSG)



#### **ELK LAKE LOOP & ELK LAKE TO TOUCHDOWN TRAIL**

COST: \$15,000 LENGTH: 1.22 MILES

\*\$15,000 PLANNING PROJECT COST

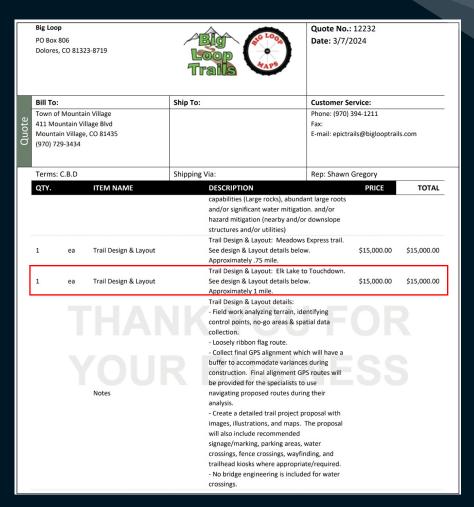
Timeline: 2 weeks

• Start: July 1, 2024

• Finish: July 15, 2024

Contractor: Big Loop

- Scope:
  - » Field work analyzing terrain
  - » Loosely ribbon flag route
  - » GPS locate points
  - » Trail project proposal with maps & illustrations
- Notes: Procurement contingent upon funding





# PROJECT COST BREAKDOWN

#	NAME	ТҮРЕ	COST
1	Big Billies Novice Connector	Construction	\$15,000
2	Stegosaurus Trail	Construction	\$50,000
3	VCA to Boulevard Trail	Improvements	\$10,000
4	Bear Creek Trail	Construction	\$10,000
5	Meadows Express Trail	Planning / D&E	\$15,000
6	Boulevard Trail Improvements (Center Section)	Improvements	\$350,000
7a	Boulevard Trail Reroute at VPB Ski Bridge	Construction	\$300,000
7b	ADA Sidewalk Connection Vischer to Aspen Ridge	Planning / D&E	\$60,000
7c	ADA Sidewalk Improvements Lost Creek Lane East & Madeline Frontage	Improvements	\$155,000
8	Lower Jurassic Meadowlark Reroute	Planning / D&E	\$25,000
9	Elk Lake Loop & Elk Lake to Touchdown Trail	Planning / D&E	\$15,000
		TOTAL.	\$1,005,000

TOTAL: \$1,005,000



# QUESTIONS



# THANKYOU

#### JIM LOEBE

Transit & Recreation Director

jloebe@mtnvillage.org

townofmountainvillage.com





# Telluride Tourism Board Update

**Winter Marketing Performance** 

**Summer Marketing Launch** 

**International Program** 

**Travel Trends & Lodging Metrics** 

**Additional Updates** 

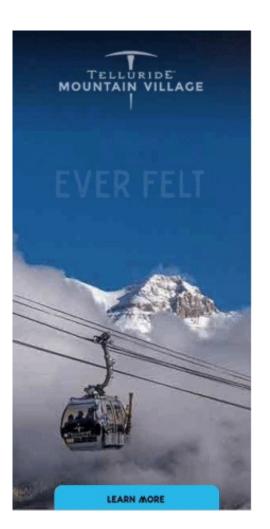


#### WINTER MARKETING















MANHATTAN People Food & Drink Home & Real Estate Style & Beauty Video Guides

#### Elegance Meets Alpine Adventure in Mountain Village

By Telluride Mountain Village | November 6, 2023 | Lifestyle Sponsored Post



In the heart of Colorado's San Juan Mountains, perched just above Telluride's famous box canyon, sits the <u>Town of Mountain Village.</u> Surrounded by the highest concentration of 13- and 14,000-foot peaks in North America, Mountain Village is connected to the heart of Telluride via one of the most scenic gondols rides in the country. The town serves as the base of Telluride Ski Resort which, with more than 2,000 skiable acres fit for skiers of all levels, won On The Snow's Best Terrain for 2023. If you're wondering where to look for world-dass ski-in, ski-out access, Mountain Village is your answer.





After a day on the manifacture of you want a mot day wanty lenger this Abbattain Wage and the Longmann price pillod as after pillor of diproved discontent and nightlish fine. The Thirty hand the typing prices of some discontent and the first pillor to the conduction of the Thirty and the Manifaction Plaza. Table near flears a risk blooketes at resources perigle from form to sold the political to sold and 500, And by cell consider for foother and when and become formed to the sold while the foother come of a blooketer of the California and of the sold the particle by tool artists and located throughout the Audits.



Whiley while in sown, don't forget the best attraction of all Perfectly shoulded in the middle of rising peaks, Mountain Village is known for its breathraking views of the setting sun. Start your après on the right note with a pictureque suinset and the warmth of one of the fire pits dotted all around town-cockall in hand, of course.



#### Sponsored by Telluride Mountain Village

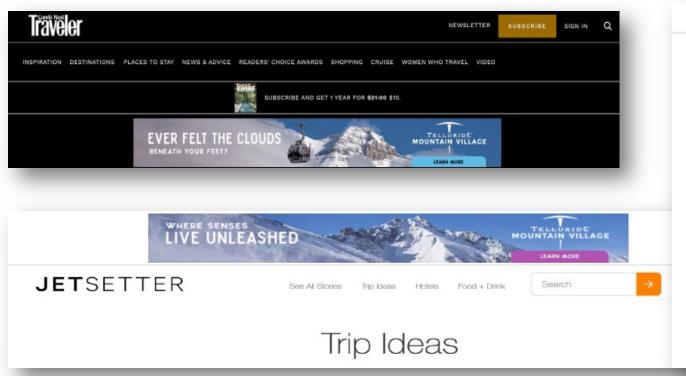


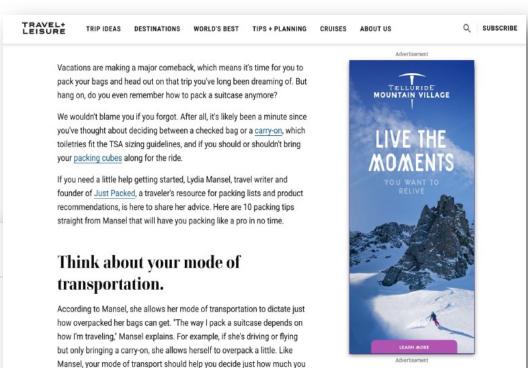
#### Life Wide Open

Winter adventures are just a gondola away from Telluride. In Mountain Village, the best of the San Juans are at your doorstep, from skiing to ice skating to sightseeing. With breathtaking vistas and fresh powder waiting for first tracks, Mountain Village isn't simply an escape. It's a calling.

Visit Mountain Village

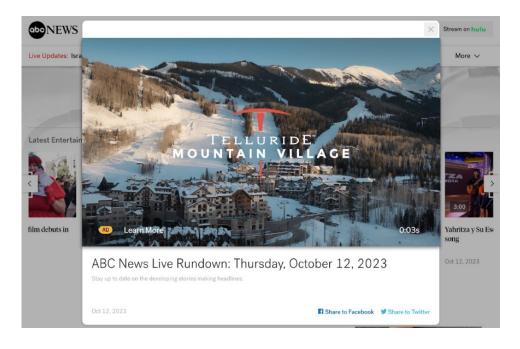




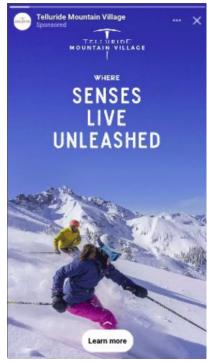


can feasibly pack and which size of luggage you should choose.



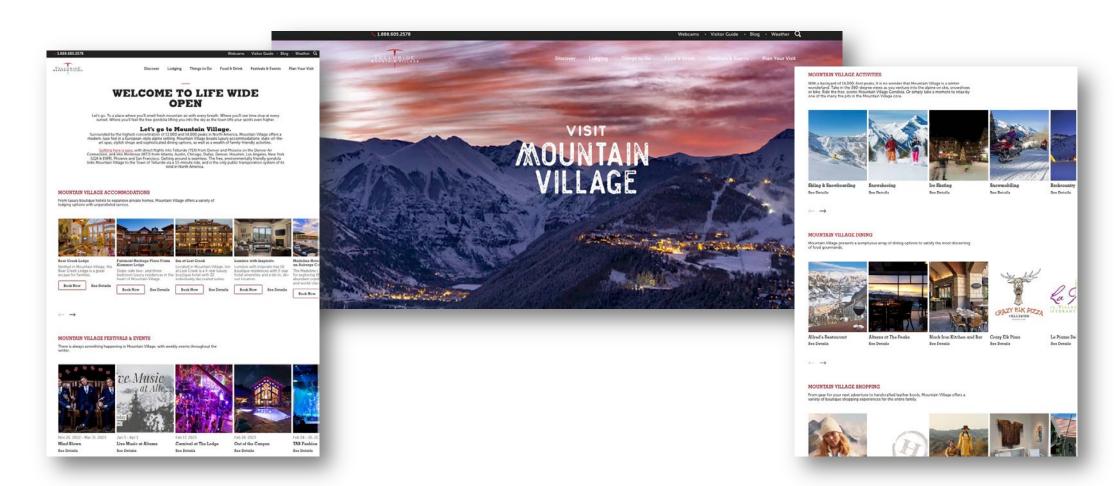














#### **Campaign Performance**

Total Impressions	33.3 Million
Click Through Rate	.51% CTR
Video Completion Rate	78% VCR



#### Campaign Performance

## VIANT.

Revenue per 1,000 Impressions	\$16.09
Hotel Revenue per Unique Traveler	\$352.91
Total Estimated Revenue	\$1,513,963
Total Flight Bookings	230
Total Hotel Bookings	1,147



#### **Campaign ROI**

Total Estimated Lodging Revenue	\$1,513,963
Campaign Spend with Viant	\$250,000

Estimated Return on Investment	\$6.05 in revenue/\$1 spent
--------------------------------	-----------------------------

- Measurement through winter campaign with Viant: CTV, Pre-Roll, Display, Retargeting, Travel Endemic
- 26 million impressions, 79% of total media impressions
- Data is estimated through a sample size that is statistically modeled to generate totals



#### SUMMER MARKETING

















Ride the gondola to Mountain Village, where boutiques, restaurants and awe-inspiring vistas await.



TELLURIDE.COM

Discover Mountain Village

Beyond It All

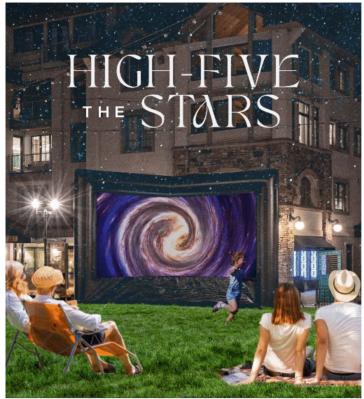
Like

Comment

Share



Catch the classics under an open sky in Mountain Village. Every Saturday, all summer long.

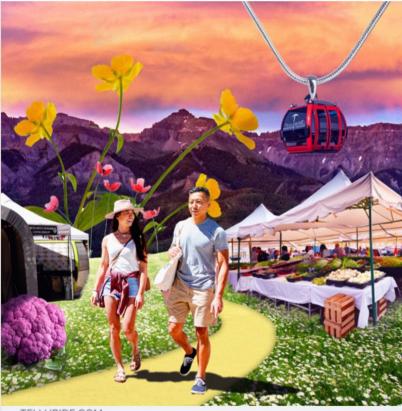






Feed your taste for the extraordinary at Market on the Plaza. Shop from local artisans every Wednesday in Mountain Village.

...





# INTERNATIONAL



## **International Promotions**



- Mexico: Robb Report, Luxury Travel, Gentleman Magazine
- Australia: Get Lost, Escape, Signature Luxury Travel
- UK: National Geographic
- International travel trade FAM co-op with Telluride Ski Resort in February with 12 attendees
- Sunrise Australia #1 Morning Show live broadcast
- Mountain Travel Symposium International Dinner







# TRAVEL TRENDS & LODGING METRICS



## **Travel Trends**



88% of American travelers say they will take at least one leisure trip in the next 12 months, and 80% have existing trip plans. Excitement for travel is at an 8.0 out of 10.



33% of American travelers plan to take an international trip in the next year, similar to 2023.



Anticipation of a recession has dipped to under 45%, a post pandemic-era low, however travel costs continue to be a top deterrent to travel. Value inducements will make a comeback this year. Destination "dupes" are also trending.

Source: Destination Analysts



# Lodging Metrics: Winter Actuals

#### Destination



#### Mountain Village

#### Adjusted RevPAR © ADR 0 **+4% +3%** \$863 \$902 \$443 \$458 Adjusted Paid & Owner Occupancy © Adjusted Paid Occupancy % © 58.6% 1% 58.2% 51.3% 1% 50.7%

#### Telluride

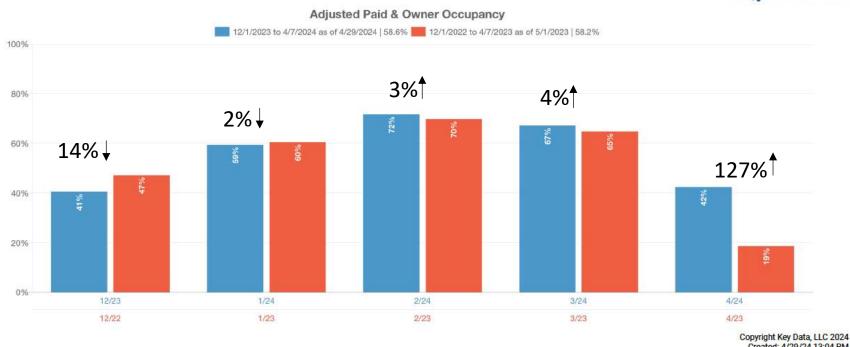




# Lodging Metrics: Winter Actuals

#### Mountain Village Monthly Occupancy





Copyright Key Data, LLC 2024 Created: 4/29/24 13:04 PM Data Source: VR (Direct) Market(s): Mountain Village Filter(s): none



## Lodging Metrics: Mountain Village Winter YO5





## **Lodging Metrics: Summer Pace**

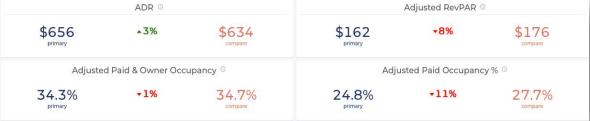
#### Destination



#### Mountain Village



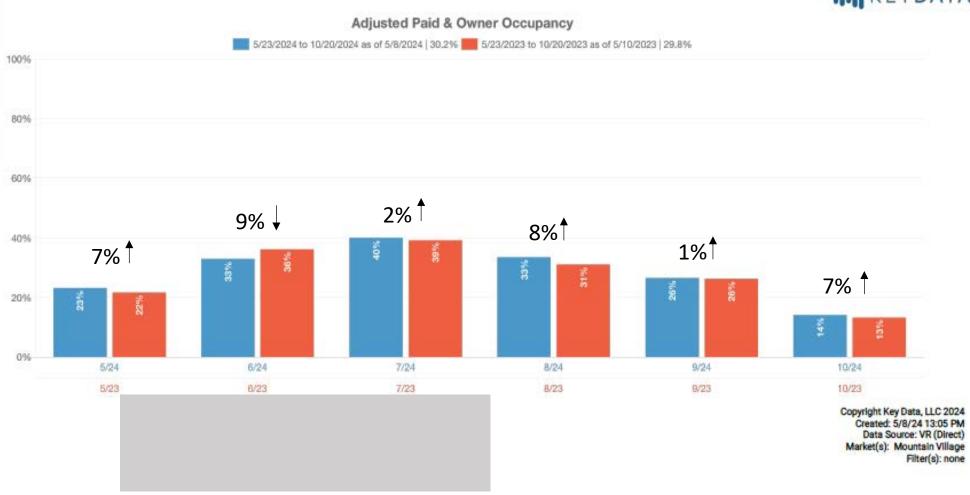
#### Telluride





# Lodging Metrics: Mountain Village Summer Pace



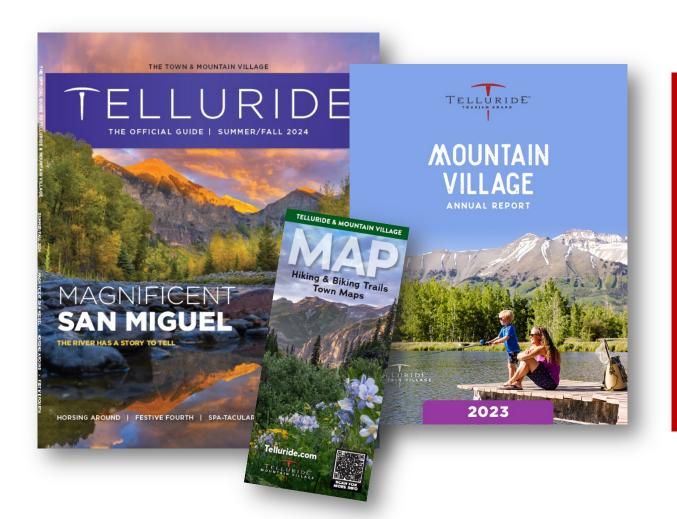




# ADDITIONAL UPDATES



## **Business & Guest Resources**



Summer Map

Summer Visitor Guide

**Peak Sheet** 

TTB 2023 Mountain Village Annual Report

**CTO Destination Learning Lab** 

**Economic Dashboard** 





Thank you!



#### OFFICE OF THE TOWN MANAGER

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

Item No. 19

**TO:** Town of Mountain Village Housing Authority

FROM: Michelle Haynes, Assistant Town Manager with Paul Wisor, Town Manager

FOR: Meeting of May 16, 2024

**RE:** Mountain Village Housing Work session

**Executive Summary:** With Meadowlark and VCA Phase IV for sale and for rent deed restricted development projects wrapping up in 2024, Town Council requested a work session to identify additional land areas to develop for housing in Mountain Village.

#### **INTRODUCTION**

In October of 2021, the MVHA produced a housing inventory of possible land areas owned by the Town of Mountain Village. That study is hyperlinked below. Staff has identified four possible land areas for development for Council discussion.

#### **ATTACHMENTS**

- Town of Mountain Village Community Housing Inventory, Spring 2022
- Conceptual Site Planning Analysis of four town owned properties

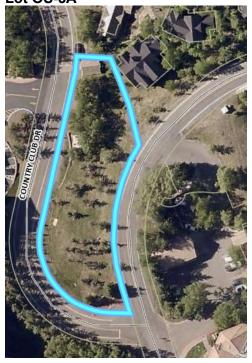
#### **BACKGROUND**

The Town of Mountain Village implement a Community Housing Initiative in 2021. As part of those efforts, we also completed a town owned property inventory in the fall of 2021, to identify possible land development options for housing within the boundaries of Mountain Village. Staff have chosen four areas owned by the town as part of this work session. The purpose of the work session is to orient Town Council and the public to the viability of housing development. Housing can be controversial, so to that end, it is important to vet any possible development in advance with the community so that Town Council can also get a better read about prioritizing, based upon public input, potential development.

The properties to be discussed today are the following:

- A. Lot OS-3A, Village Center
- B. Lot OS-16, Residential
- C. Land Unit 1 & 4, Town Hall Subarea
- D. Lot OS-8, Residential

#### Lot OS-3A



Land Area in acreage	.502 acres
Current Zoning	Village Center Active
	Open Space
Proposed Zoning	Planned Unit
_	Development

#### **Constraints**

There is a covenant that requires the consent of the Peaks HOA to build vertically on this property.

#### Strengths

The Town could span beneath OS-8 due to the grades, the right of way and possibly under town owned OS-3BR-2R-1 to create required underground parking, plaza services equipment storage and possibly reimagine trash removal in the village center.

The adjacent development pattern and zoning is Village Center. If this property is developed it does not require replacement open space.

The Comprehensive Plan (Comp Plan) shows this property as mixed-use center on the Future Land Use Map. No Comp Plan amendment is required.

Staff recommends the property undergo a Planned Unit Development process to allow for a mixed-use development. Elements of the mixed use development could include the following:

- Deed restricted rental housing (the primary use)
- A free market element with condominiums
- A penthouse restaurant or roof top bar
- Generous garage space for parking, plaza services equipment and vehicular storage and possibly an underground trash and recycle solution for the Village Center.

Staff believes this land area has the most potential to meet town needs now or in the future and needs to be thoughtfully planned and financed.

#### **Process:**

1. A new Site Specific Planned Unit Development Application which is a 5 step process per CDC Section: <u>17.4.12.B.1</u>.

#### Rental or For Sale

Staff recommends this be a public private partnership and the housing element be a rental product.

#### **OS-16**



Land Area in acreage	.632 acres
Current Zoning	Active Open Space
Proposed Zoning	Active Open Space:
	Full Use Ski Resort
	(Class 3 AOS)

#### **Constraints**

Compatible development, as described in the Housing Inventory, suggests a single deed restricted residence. Construction of a deed restricted single-family home may not be attractive to a developer.

More density could be programmed on the property, two building footprints are shown, but up to 8-10 townhomes could be constructed; however, the neighbors likely would not desire density beyond one or two units in this location.

#### **Strengths**

The Comprehensive Plan Future Land Use Map shows this property as Active Open Space, Full Use Ski Resort. In keeping with the Comp Plan we would rezone to this category, consistent with the Comp Plan, by which deed restricted housing is allowed pursuant to the CDC Use Schedule at <u>17.3.3.</u>

#### **Process**

- 1. A rezone application from Active Open Space to Active Open Space: Full Use Ski Resort
- 2. A conditional use permit.
- 3. A two-step design review application for the suggested configuration of density



Staff recommends this be a for sale product.

# Land Units 1 & 4, Village Station Land Condominiums Land Unit 1

Land Area in acreage	.88 acres
Current Zoning	Civic
Proposed Zoning	Civic

#### **Constraints**

This area includes a significant wetland. Wetland regulations need to be followed in order to consider development in this area which would mean replacement wetland area is required pursuant to the CDC. This is also the former proposed site of the medical center in 2015 that became controversial in part due to the wetlands.

#### **Strengths**

The land area has vehicular access and is located within the Civic Town Hall Subarea which is appropriate for deed restricted housing. Consideration in



appropriate for deed restricted housing. Consideration in this area may need to be folded into the upcoming subarea planning processes.

Staff recommends housing in this location be folded into the Town Hall Subarea planning process.

#### **Land Unit 4**

Land Area in acreage	.991 acres
Current Zoning	Civic
Proposed Zoning	Civic

#### Constraints

Any development would be subject to a tram board variance or precluded from development within a certain range from the gondola lines.

There is no parking that can be provided within the land unit, so parking would need to be waived or parking provided by some agreement nearby.

Access is not simple.

#### **Strengths**

A multi-tiered development that steps down the hillside with ski access is attractive while being close to amenities inclusive of public transportation. The Comp Plan identifies the building and area just west and south of the blue boundary for a community hall.

Staff recommends this be a rental product.

#### **OS-8**



Land Area in acreage	1.043 acres	
Current Zoning	Active Open Space	
Proposed Zoning	Full Use Ski Resort Active Open Space	

#### **Constraints**

The Comprehensive Plan Future Land Use Map shows this tract as Active Open Space Resource Conservation. A Comprehensive Plan amendment to the Future Land Use Map would be needed to develop this as a housing parcel.

A portion of the Mountain Village Boulevard trail runs through the property which, if able, would need to be relocated behind the potential development.

This development pattern is least attractive for a developer as the design lends itself to additional costs. However, if the town wanted a pilot community project, we could choose a design theme and let individual developers or architects bring through their own designs and also construct the homes. Finally, curb cuts onto Mountain Village Boulevard should generally be minimized so the layout provided is to give a general sense of density, although the number of curb cuts isn't consistent with the DRB standards. To emphasize that curb cuts onto Mountain Village Boulevard are not encouraged for residential development.

#### **Strengths**

If the Town of Mountain Village wanted to showcase a small deed restricted development project, this could be the area for it. This is a long skinny open space tract that is highly visible from Mountain Village Boulevard.

A Comp Plan amendment, a conditional use permit and a two step design review would be needed to develop this property.

These units are roughly 1,000 square feet each, with a 400 square foot garage.

Staff recommends this be a for sale product.

#### Other Land Options The Shop Lot – 650

We have discussed deed restricted housing on the town shop lot in the Meadows. Although the lot is 5.23 acres with a grandfathered industrial zoning, the town has few properties that can be used for storage,

material laydown and public works like functions. The access would be through the area used by heavy machinery, gas pumps and EV charging stations. Residential access through a heavy industrial use is problematic. It's the preference of town staff to not consider this property for housing, when other properties are appropriately zoned and available for housing uses.

#### **Timberview**

Pursuant to the Four Seasons Planned Unit Development agreement, the Town understands we may be given four (4) Timberview detached condominium lots to partially satisfy a term within the agreement. Should this occur, the town could consider an attractive package for a developer to construct 4-8 units in this location. Although the property is already deed restricted, the Town of Mountain Village Council supports the construction of more deed restricted inventory, however that occurs.

#### Norwood 38 acre property

Staff recommends we could hold a few stakeholder meetings in Norwood to better understand community feedback, and additional community needs as it relates to future development on the Norwood property.

#### **Overall Regional Housing Data**

Some estimates have been predicted relative to the regional housing deficit and projected units. Staff are prepared to discuss this preliminary data as needed.

#### **Staff Recommend Strategy**

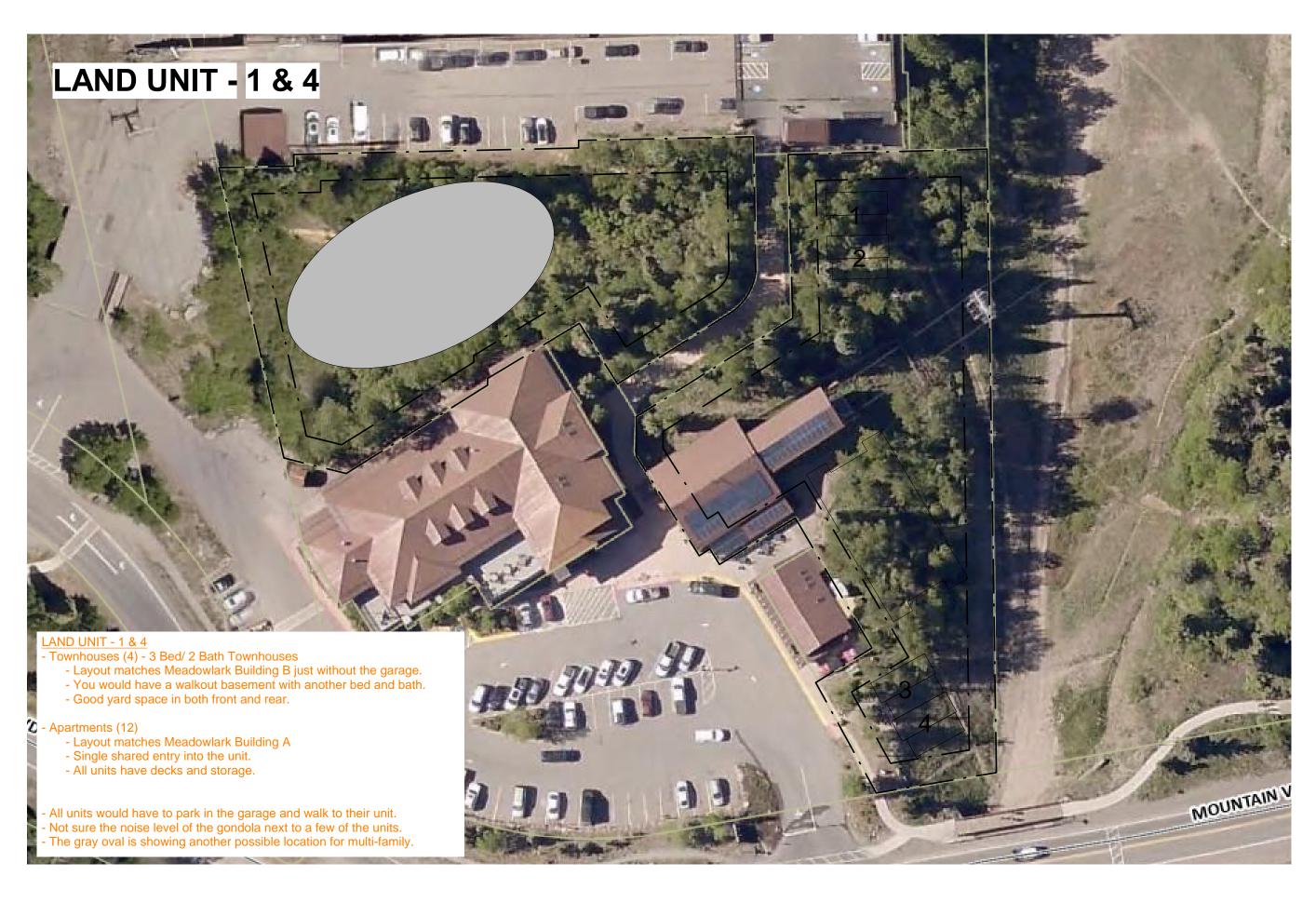
- Staff recommends we continue to prioritize the Ilium Property and associated improvements.
- We leverage land we own to create an attractive developer package to construct additional deed restricted housing per some of the land areas we have shown today in Mountain Village.
- We hold a few meetings in Norwood to get additional feedback regarding future development of the town owned 38 acre parcel.

/mbh









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Architecture & Interiors
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INSTALLATION.

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CAI CIJI ATF AND READ DIMENSIONS DO NOT SCALE THESE

TOMV - Potential Lot Options

JOB NO: 0000.00

DATE: 08.05.15

ISSUE RECORD: n/a

REVISIONS:

ZADIT90 TOJ - VMOT

A0.10



# **OVERVIEW OF TOWN OWNED PROPERTIES**

- OS-3A, Village Center
- OS-16, Residential
- Land Units 1 & 4, Town Hall Subarea
- Lot OS-8, Residential

- Other properties of note
  - Lot 650-Shop Lot, Meadows
  - Timberview Lots, Meadows
  - Norwood Property
  - Ilium Property



# **OS-3A**

Land Area in acreage

0.502 acres

**Current Zoning** 

Village Center Active Open Space

**Proposed Zoning** 

Planned Unit Development









# **0S-16**

Land Area in acreage

**Current Zoning** 

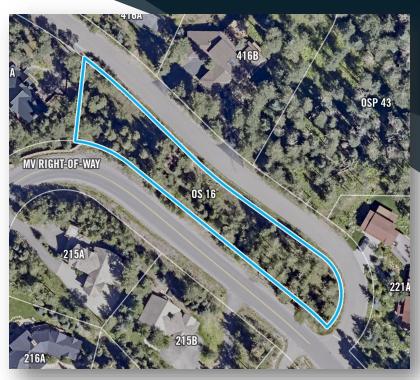
**Proposed Zoning** 

0.632 acres

Active Open Space

Active Open Space: Full Use Ski Resort (Class 3 AOS)









# LAND UNITS 1 & 4

# **VILLAGE STATION LAND CONDOMINIUMS**

Land Area in acreage 0.88 acres

**Current Zoning** Civic

**Proposed Zoning** Civic









# **0S-8**

Land Area in acreage

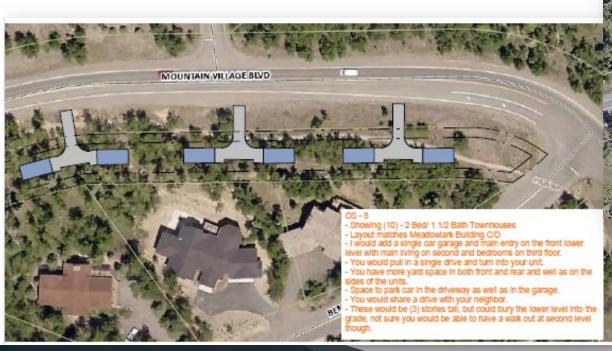
1.043 acres

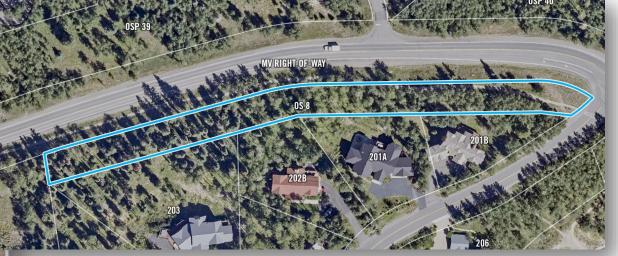
**Current Zoning** 

Active Open Space

**Proposed Zoning** 

Active Open Space: Full Use Ski Resort (Class 3 AOS)









# **OTHER PROPERTIES**

- Lot 650-Shop Lot, Meadows
- Timberview Lots, Meadows
- Norwood Property
- Ilium Property



# STAFF RECOMMENDATIONS

- Continue prioritizing Ilium
- Consider a development package for a PP partnership on land within MV, Timberview could be a good one, given the Town is deeded the property
- Talk with the Town of Norwood community this year for more input



# QUESTIONS





# REGIONAL BUILD OUT ESTIMATE

Overall in the County there are 1376 current deed restricted units

Roughly 841 additional units were noted to be constructed to fill a housing gap thru 2026

181 were built between 2018 and today

Leaving a deficit of 660 units



# REGIONAL BUILD OUT ESTIMATE CONT.

In construction Range between 175–178

In planning Range between 556 and 974

Total workforce under construction and in planning = 731 to 1152 range

Based upon the 2018 needs assessment and this approximate data, regionally we would be satisfying and exceeding the then projected deficit with projects in construction and in planning.

