TOWN OF MOUNTAIN VILLAGE TOWN COUNCIL REGULAR MEETING THURSDAY, JANUARY 18, 2024, 2:00 PM 2nd FLOOR CONFERENCE ROOM, MOUNTAIN VILLAGE TOWN HALL 455 MOUNTAIN VILLAGE BLVD, MOUNTAIN VILLAGE, COLORADO AGENDA

https://us06web.zoom.us/webinar/register/WN PCVoNhu6R1qAx-X0wZ7sIQ

Please note that times are approximate and subject to change.

	Time	Min	Presenter	Туре	approximate and subject to change.				
1.	2:00				Call to Order				
2.	2:00	5			Public Comment on Non-Agenda Items				
3.	2:05	100	McConaughy	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 Mountain Village Wetlands and Sackett v. Environmental Protection Agency Pursuant to C.R.S. 24-6- 402(4)(b) and (e) b. 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 Town of Mountain Village v. Alexander Pursuant to C.R.S. 24-6-402(4)(b) and (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 Wastewater Treatment Plant Pursuant to C.R.S 24-6-402(4)(b) and (e) d. 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 Gondola Construction Pursuant to C.R.S. 24-6-402(4)(b) and (e) e. Receiving Legal Advice on Specific Legal Questions, In Connection With Possible Charter Amendments Pursuant to C.R.S. 24-6-402(4)(b)				
4.	3:45	5	Johnston	Action	Consent Agenda: All matters in the Consent Agenda are considered to be routine by the Town Council and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately: a. Consideration of Approval of the December 14, 2023 Regular Town Council Meeting Minutes				
5.	3:50	5	Johnston	Action Quasi-Judicial	Liquor License Authority: a. Consideration of Re-Certification of the Mountain Village Promotional Association and Common Consumption Area				

TOWN COUNCIL MEETING AGENDA FOR JANUARY 18, 2024

6.	3:55	10	Lemley	Informational	Finance: a. Presentation of the December 31, 2023 Business & Government Activity Report (BAGAR) b. Consideration of the December 31, 2023 Financials		
7.	4:05	10	Wisor	Informational	Department Updates		
8.	4:15	5	Tyler Ward	Action Legislative	Second Reading, Public Hearing and Council Vote on an Ordinance Reenacting Community Development Code Amendment at Section 17.4.13.M with Corrections		
9.	4:20	15	Nelson Wise Smith	Action Quasi-Judicial	Consideration of a Resolution Approving a Conditional Use Permit for Wok of Joy Food Trailer on Lot OS 3XRR, Conference Center Plaza, Pursuant to CDC Section 17.4.14		
10.	4:35	20	Nelson Lord Kyriagis	Action Quasi-Judicial	Consideration of a Resolution Regarding a Conditional Use Permit for Driveway Access on Lot OSP 18A for a Single-Family Home on Lot SS811, Pursuant to CDC Section 17.4.14		
11.	4:55	15	Perez Chaffin Mahoney	Action Quasi-Judicial	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding a Vested Property Rights Extension for a Site-Specific Development Plan for Lot 27A, TBD Lost Creek Lane Pursuant to CDC 17.4.17		
12.	5:10	10	Ward Gazda	Action	Consideration of Approval of a Settlement Agreement with Ken Alexander Regarding the Temporary Restraining Order in Mountain Village Municipal Court Case No. 24M01		
13.	5:20	10	Wisor Gazda	Action Legislative	First Reading, Setting of a Public Hearing, and Council Vote on an Ordinance Regarding Helicopter Landing Within the Town of Mountain Village		
14.	5:30	15			Dinner		
15.	5:45	10	Maenpa	Informational	Telluride Regional Airport Authority (TRAA) Bi-Annual Report		
16.	5:55	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 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		

TOWN COUNCIL MEETING AGENDA FOR JANUARY 18, 2024

17.	6:15	5		Other Business
18.	6:20			Adjourn

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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

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

TOWN OF MOUNTAIN VILLAGE MINUTES OF THE DECEMBER 14, 2023 REGULAR TOWN COUNCIL MEETING DRAFT

Agenda Item 4

The meeting of the Town Council was called to order by Mayor Martinique Prohaska at 2:01 p.m. on Thursday, December 14, 2023. 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 (via Zoom) Jack Gilbride Pete Duprey (via Zoom) Tucker Magid Huascar E. Gomez (Rick)

Also in attendance were:

Paul Wisor, Town Manager Michelle Haynes, Assistant Town Manager Susan Johnston, Town Clerk Kim Schooley, Deputy Town Clerk David McConaughy, Town Attorney Lizbeth Lemley, Finance Director Chris Broady, Police Chief Amy Ward, Community Development Director Kathrine Warren, Public Information Officer Lauren Tyler, GIS Administrator Scott Pittenger, Public Works Director Drew Nelson, Senior Planner Molly Norton, Community Engagement Coordinator Finn Kjome, Public Works Director Jason Habib, Planning Technician Julie Vergari, Assistant Finance Director

Tim Barber Madeline Gomez Yvette Rauff Kelsey Bresnan Amy Solomon Adelvia Gomez David Bulson Joanna Smith Doug Tooley Patrick Berry

Public Comment on Non-Agenda Items (2)

Public comment was received from Doug Tooley.

Staff Introductions: (3)

a. Drew Nelson, Senior Planner

Community Development Director Amy Ward introduced new Senior Planner Drew Nelson.

b. Scott Pittenger, Public Works Director

Public Works Director Finn Kjome introduced new Public Works Director Scott Pittenger.

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 November 16, 2023 Regular Town Council Meeting Minutes
- b. <u>Consideration of Approval of the November 30, 2023 Special Town Council Meeting Minutes</u>
 Town Clerk Susan Johnston presented. Council discussion ensued. On a **MOTION** by Tucker Magid and seconded by Jack Gilbride, Council voted unanimously to approve the Consent Agenda as with the correction of the spelling of Council Member Huascar E. Gomez (Rick) on the November 16 Regular and November 30 Special Town Council meeting minutes.

On a **MOTION** by Tucker Magid and seconded by Scott Pearson, Council moved to amend the executive session by adding the following item:

a. Conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions pursuant to CRS 24-6-402(4)(b), specifically: (A) update on pending municipal court litigation vs. Ken Alexander; and (B) recent incidents at Village Court Apartments.

Consideration of Appointment to the Business Development Advisory Committee (BDAC):

a. Two Mountain Village Merchant Seats for One-Year Terms (5)

Susan Johnston presented. Council discussion ensued. On a **MOTION** by Scott Pearson and seconded by Jack Gilbride, Council voted unanimously to appoint Joanna Smith and Kelsey Bresnan to the Merchant seats on the Business Development Advisory Committee (BDAC) for one-year terms.

Department Updates (6)

Town Manager Paul Wisor presented. Council discussion ensued.

<u>Town Council Acting as the Board of Directors for the Dissolved Mountain Village Metro District: (7)</u>
On a **MOTION** by Scott Pearson and seconded by Harvey Mogenson, Council voted unanimously to convene as the Mountain Village Metro District.

Finance Director Lizbeth Lemley and Assistant Finance Director Julie Vergari presented.

- a. <u>Consideration of a Resolution Adopting the 2024 Mountain Village Metro District Budget</u>
 Board discussion ensued. On a **MOTION** by Scott Pearson and seconded by Tucker Magid, the Board voted unanimously to approve a Resolution summarizing expenditures and revenues for each fund and adopting a budget for the Mountain Village Metropolitan District for the calendar year beginning on the first day of January 2024 and ending on the last day of December 2024.
- b. <u>Consideration of a Resolution Appropriating Sums of Money for 2024</u>
 Board discussion ensued. On a **MOTION** by Scott Pearson and seconded by Tucker Magid, the Board voted unanimously purpose as set forth in the Resolution, for the Mountain Village Metropolitan District for the 2024 budget year.
 - c. Consideration of a Resolution Revising the 2023 Budget

Board discussion ensued. On a **MOTION** by Scott Pearson and seconded by Tucker Magid, the Board voted unanimously to approve a Resolution summarizing expenditures and revenues for each fund and adopting a revised budget for the dissolved Mountain Village Metropolitan District for the calendar year beginning on the first day of January 2023 and ending on the last day of December 2024.

d. Consideration of a Resolution Re-Appropriating Sums of Money for 2023

Board discussion ensued. On a **MOTION** by Scott Pearson and seconded by Tucker Magid, the Board voted unanimously to approve a Resolution re-appropriating sums of money to the various funds and spending agencies,

in the amounts and for the purpose as set forth in the Resolution, for the Mountain Village Metropolitan District for the 2023 budget year.

e. Consideration of a Resolution Setting the Mill Levy for 2023 to be Collected in 2024
Board discussion ensued. On a MOTION by Scott Pearson and seconded by Tucker Magid, the Board voted unanimously to approve a Resolution levying property taxes for the year 2023, to help defray the costs of government for the Mountain Village Metropolitan District for the 2024 budget year.

On a **MOTION** by Harvey Mogenson and seconded by Scott Pearson, the Board voted unanimously to reconvene as the Town of Mountain Village Town Council.

Finance: (8)

Lizbeth Lemley and Julie Vergari presented.

- a. Presentation of the November 30, 2023 Business & Government Activity Report (BAGAR)
- b. <u>Second Reading, Public Hearing and Council Vote on an Ordinance of the Town Levying Property Taxes for the Year 2023 to be Collected in 2024</u>

The Mayor opened the public hearing. There was no public comment. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Pete Duprey and seconded by Harvey Mogenson, Council voted 7-0 to approve an Ordinance of the Town levying property taxes for the year 2023 to be collected in 2024.

c. Second Reading, Public Hearing and Council Vote on an Ordinance Adopting the 2024 Budget and Revising the 2023 Budget

The Mayor opened the public hearing. There was no public comment. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Harvey Mogenson and seconded by Pete Duprey, Council voted 7-0 to approve an Ordinance adopting the 2024 budget and revising the 2023 budget.

Consideration of a Resolution Adopting the Second Amended and Restated Intergovernmental Agreement Concerning the Implementation of an "E911" Emergency Telephone Service Legislative (9)

Police Chief Chris Broady presented. Mayor Prohaska opened the public hearing. There was no public comment. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Scott Pearson and seconded by Tucker Magid, Council voted unanimously to approve a Resolution adopting the Second Amended and Restated Intergovernmental Agreement Concerning the implementation of an "E911" emergency telephone service.

Consideration of a Resolution Approving a Height Variance of 18.31' Above Maximum Allowable Height and 5.76' Above Average Allowable Height for Lot 165 Unit 3, Pursuant to CDC 17.3.11 and 17.4.16 Quasi-Iudicial This Item has Been Continued at the Request of the Applicant (10)

Amy Ward presented stating that the application was not approved on the DRB level and the applicant requested that the item be continued. On a **MOTION** by Pete Duprey and seconded by Scott Pearson, Council voted unanimously to continue the consideration of a Resolution approving a height variance of 18.31' above the maximum allowable height and 5.76' above the average allowable height for Lot 165 Unit 3 to the February 15, 2024 regular Town Council meeting.

First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Reenacting Community Development Code Amendment at Section 17.4.13.M with Corrections Quasi-Judicial (11)

Town Attorney David McConaughy corrected the agenda item from Quasi-Judicial to Legislative. GIS Administrator Lauren Tyler and Amy Ward presented. The Mayor opened the public hearing. There was no public comment. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Pete Duprey and seconded by Harvey Mogenson, Council voted 7-0 to approve on first reading an Ordinance with proposed changes to the Community Development Code at Section 17.4.13.M and to set the second reading for the January 18, 2024 regular Town Council meeting.

Council moved to agenda item 13.

Discussion Regarding the Re-Addressing Project (12)

Lauren Tyler and Public Information Office Kathrine Warren presented. Council discussion ensued. Council directed staff to modify the re-addressing communication to soften the language for the fines, to be consistent with the wording throughout the communications and to update Google maps with the correct street names for the Town.

Council moved to agenda item 14.

Consideration of Council Boards and Commissions Appointments: (13)

- 1. Ethics Commission (One Regular, One Alternate)
- 2. Telluride Tourism Board (One Regular)
- 3. Colorado Flights Alliance (One Regular)
- 4. Transportation & Parking (Two Regular)
- 5. <u>Budget & Finance Committee (Three Regular)</u>
- 6. Telluride Historical Museum (One Regular)
- 7. Gondola Committee (Two Regular, One Alternate)
- 8. Mountain Village Community Grant Committee (Two Regular)
- 9. Telluride Conference Center Work Group (Two Regular)
- 10. San Miguel Authority for Regional Transportation (SMART) (Two Regular, One Alternate)
- 11. Collaborative Action for Immigrants (CAFI) (One Regular)
- 12. Mountain Village Business Development Advisory Committee (BDAC) (Two Regular)
- 13. Wastewater Committee (Two Regular)
- 14. Public Arts Commission (One Regular)
- 15. Colorado Communities for Climate Action (One Regular)
- 16. Housing Committee (Two Regular)
- 17. Ski Ranches Working Group (Two Regular)
- 18. Technology Working Group (Two Regular)
- 19. Telluride Mountain Village Owners Association Liaison (One Regular)

On a **MOTION** by Scott Pearson and seconded by Tucker Magid, Council voted unanimously to appoint the following Council members to the Council Boards and Commissions:

- 1. Ethics Commission: Pete Duprey (regular member), Jack Gilbride (alternate member)
- 2. Telluride Tourism Board: Huascar E. Gomez (Rick)
- 3. Colorado Flights Alliance: Jack Gilbride
- 4. Transportation & Parking: Pete Duprey and Harvey Mogenson
- 5. Budget & Finance Committee: Pete Duprey, Scott Pearson, and Harvey Mogenson
- 6. Telluride Historical Museum: Marti Prohaska
- 7. Gondola Committee: Harvey Mogenson and Marti Prohaska (regular members); Scott Pearson (alternate member)
- 8. Mountain Village Community Grant Committee: Marti Prohaska and Jack Gilbride
- 9. Telluride Conference Center Work Group: Tucker Magid and Pete Duprey
- 10. San Miguel Authority for Regional Transportation (SMART): Tucker Magid and Harvey Mogenson (regular members); Huascar E. Gomez (Rick) (alternate member)
- 11. Collaborative Action for Immigrants (CAFI): Huascar E. Gomez (Rick)
- 12. Mountain Village Business Development Advisory Committee (BDAC): Scott Pearson and Pete Duprey
- 13. Wastewater Committee: Pete Duprey and Tucker Magid
- 14. Public Arts Commission: Harvey Mogenson
- 15. Colorado Communities for Climate Action: Scott Pearson
- 16. Housing Committee: Tucker Magid and Pete Duprey
- 17. Ski Ranches Working Group: Harvey Mogenson and Marti Prohaska

- 18. Technology Working Group: Jack Gilbride and Huascar E. Gomez (Rick)
- 19. Telluride Mountain Village Owners Association Liaison: Harvey Mogenson and Scott Pearson Council directed staff to review the bylaws of each board and commission to ensure that any board or commission with voting rights has the appropriate number of Town representatives. Council also directed staff to add a Telluride Medical Center Working Group with Scott Pearson and Tucker Magid as members. Lastly, Council directed staff to add a final item to the end of the monthly Council updates for any miscellaneous board or commission that met and has information to be shared with Council and the community.

Council took a break from 3:18 to 3:35 p.m.

Mayor Prohaska presented former Council member Patrick Berry with an award and thanked him for his years of service on behalf of the Town.

Council moved to agenda item 12.

Other Business (14)

There was no other business.

Executive Session for the Purpose of: (15)

- 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 Wastewater Treatment Plant Pursuant to C.R.S. 24-6-402(4)(b) and (e)
- b. 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 Ski Ranches Pursuant to C.R.S. 24-6- 402(4)(b) and (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 the Telluride Conference Center Pursuant to C.R.S. 24-6-402(4)(b) and (e)
- d. <u>Determining Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations and/or Instructing Negotiators, In Connection With Telluride Ski & Golf Pursuant to C.R.S. 24-6-402(4)(e)</u>
- e. Conference with the Town Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions Pursuant to CRS 24-6-402(4)(b), Specifically: (A) Update on Pending Municipal Court Litigation vs. Ken Alexander; and (B) Recent Incidents at Village Court Apartments

On a **MOTION** by Jack Gilbride and seconded Tucker Magid, 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 Wastewater Treatment Plant pursuant to C.R.S. 24-6-402(4)(b) and (e)
- b. 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 Ski Ranches pursuant to C.R.S. 24-6-402(4)(b) and (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 the Telluride Conference Center pursuant to C.R.S. 24-6- 402(4)(b) and (e)
- d. Determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and/or instructing negotiators, in connection with Telluride Ski & Golf pursuant to C.R.S. 24-6-402(4)(e)

e. Conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions pursuant to CRS 24-6-402(4)(b), specifically: (A) update on pending municipal court litigation vs. Ken Alexander; and (B) recent incidents at Village Court Apartments at 4:04 p.m.

There being no further business, on a **MOTION** by Tucker Magid and seconded by Huascar E. Gomez (Rick), Council voted unanimously to adjourn the meeting at 6:54 p.m.

Respectfully prepared,

Respectfully submitted,

Kim Schooley Deputy Town Clerk Susan Johnston Town Clerk



AGENDA ITEM #5 OFFICE OF THE TOWN CLERK

455 Mountain Village Blvd. Mountain Village, CO 81435 970-369-6429

TO: Mountain Village Town Council Acting as the Liquor Licensing Authority

FROM: Susan Johnston, Town Clerk

DATE: January 18, 2024

RE: Consideration of Re-certification of the Mountain Village Promotional Association and

Common Consumption Area

<u>Consideration of Re-certification of the Mountain Village Promotional Association and Common Consumption Area</u>

All required documentation and fees have been received. The packet has been reviewed by the Clerks and Police Department with no adverse findings. A security plan is in place with TSG through April 6, 2025. The following condition is recommended regarding the insurance certificate:

 Applicant shall provide an updated insurance certificate to the Clerk's office by July 16, 2024 to show coverage for the remainder of the 2024 calendar year.

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



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

Promotional Association Name (exactly as it appears on incorporation documents):

Mountain Village Promotional Association

Description of Common Consumption Area Boundaries:

Pedestrian areas of Mountain Village Center

Mailing Address of Promotional Association:

113 Lost Creek Lane Suite A, Mountain Village, CO 81435
Primary Contact: Anton Benitez
Primary Contact Phone Number: 970-728-1904
Primary Contact Email Address: tmvoa@tmvoa.org

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

- \$250 for Annual Renewal Fee

 Copy of Articles of Incorporation and Bylaws

 List of all Directors and Officers of the Promotional Association

 List of all the licensed premises in the Promotional Association

 List of any changes from the original certification

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



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

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

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



PROMOTIONAL ASSOCIATION/ COMMON CONSUMPTION AREA CERTIFICATION RENEWAL REQUEST

CERTIFICATION OF APPLICANT

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

Docusigned by: Max Idam Singer	12/29/2023
BCD913A2F3B3482	- Date
Authorized Signature	Date
Max Adam Singer, MVPA President	
Title	-
REPORT AND APPROVAL OF	THE LOCAL LIQUOR LICENSING AUTHORITY
Susan Johnston Town Clerk	Date
Town of Mountain Village	

Town of Mountain Village
Promotional Association/ Common Consumption Area

CERTIFICATION RENEWAL REQUEST

PROMOTIONAL ASSOCIATION/ COMMON CONSUMPTION AREA GENERAL GUIDELINES:

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

Revisions and amendments to this original application for Common Consumption Area

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



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

Colorado Secretary of State

Date and Time: 04/02/2014 10:42 PM

ID Number: 20141221775

Document number: 20141221775

Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Nonprofit Corporation

filed pursuant to § 7-122-101 and § 7-122-102 of the Colorado Revised Statutes (C.R.S.)

e nonprofit corporation is	Mountain Village Promotional Association							
Caution: The use of certain terms or abbre	viations are restricted by law. R	ead instructions for	more information.)					
he principal office address of the no	nprofit corporation's initial p	orincipal office is	3					
Street address	113 Lost Creek Land	e, Suite A						
	(Sire	et number and name)						
	Mountain Village	СО	81435					
	(City)	(State) United S	(ZIP/Posial Code) tates					
	(Province – if applicable)	(Country)						
Mailing address								
(leave blank if same as street address)	(Street number and	name or Post Office I	Box information)					
	(City)	(State)	(ZIP/Postal Code)					
	(Province - if applicable)	(Country	······································					
he registered agent name and registere	ered agent address of the non	profit corporatio	n's initial registered a					
Name (if an individual)	Solomon	Joseph	A.					
,	(Last)	(First)	(Middle) (S					
OR	(2002)							
OR (if an entity) (Caution: Do not provide both an indiv								
(if an entity) (Caution: Do not provide both an indiv		enue, Suite A						
(if an entity)	nidual and an entity name.) 227 West Pacific Av	renue, Suite A	A					
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This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

Mountain Village Promotional Association, a Colorado nonprofit corporation Bylaws

Article 1 Purpose

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

Article 2 Principal Office

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

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

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

Article 3 Board of Directors

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

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

Name
Stephen Roth - TSG
Adam Singer - Poachers Pub
Initial Term
3 years
2 years

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

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

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

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

Article 4 Meetings of Directors

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

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

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

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

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Article 5 Officers and Duties

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

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

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

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

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

Article 6 Memberships

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

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

Mountain Village Promotional Association / Bylaws p. 3 of 4

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

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

Article 7 Budget and Fiscal Year

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

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

Article 8 Amendment of Bylaws

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

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

Presider

Che Secretary

Mountain Village Promotional Association Directors and Officers

President: Adam Singer

Poachers Pub

Vice President: Bryan Woody

Madeline Hotel & Residences

Secretary: Alex Laney

TSG (Siam's Talay, Crazy Elk, Pick, Tomboy Tavern, Plaza Lounge)

Director: Anton Benitez

Telluride Mountain Village Owners Association

Director: Joanna Smith

Telluride Distilling Company

Director: Mary Ann Slezak

Telluride Coffee Company

Director: Erica Jurecki

Tracks Café & Bar

Director: Tommy Thatcher

Telluride Brewing Company

Director: Tony Kalyk

Telluride Conference Center

Director: Winston Kelly

Communion Wine Bar

List of Licensed Premises & State Liquor License Numbers

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

Total Square Feet of Licensed Premises

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

Participating Non-Liquor Licensed Establishments in the Promotional	
Association	Location
Boot Doctors	Heritage Plaza
Christy Sports (Four Locations; The Alpineer, Snowboard Shop, Plaza & ILC)	Heritage & Sunset Plazas
Heritage Apparel	Heritage Plaza
Mountain Adventure Equipment	Sunset Plaza
Rinkevich Gallery	Conference Center Plaza
Shake N Dog	Heritage Plaza
Sothebys	Heritage Plaza
TASP - (both locations)	Sunset Plaza
The Telluride Room	Heritage Plaza
Telluride Properties	Sunset Plaza
Telluride Real Estate Corp	Heritage Plaza
Telluride Sports (both locations)	Heritage Plaza
Telluride Elevated	Heritage Plaza
TMVOA	Sunset Plaza
TSG Ski Valet / Slopeside Lockers	Heritage Plaza
TSG Ticket Office (excluding the Children's Center/Nursery)	Heritage Plaza
Wagner Custom Skis	Conference Center Plaza
The Resort Store	Gondola Plaza
Non-Liquor Licensed Premises NOT in the Promotional Association	Location
Citizens State Bank	Sunset Plaza
Starbucks	Reflection Plaza
Black Tie Ski Rentals	Conference Center Plaza

30,873

Mountain Village Promotional Association Expanded Common Consumption Area Application

January 2024

TMV Requirement #5: List any changes from the prior year's re-certification:

Merchant Changes:

- Removed Burton. Replaced with Christy Sports Snowboard Shop
- Removed North Face. Replaced with The Alpineer

The MVPA Board of Directors:

Replaced Luke Weidner with Alex Laney.

Misc:

With regards to the MVPA Security Plan, the executed Security Services Agreement between MVPA & TSG has been included in the application. That document includes the MVPA Security Plan as Appendix A.

From: Buck Smith
To: Heidi Stenhammer

Subject: Re: CS Snowboard Shop & Alpineer CCA Participation?

Date: Thursday, December 28, 2023 2:15:32 PM

Yes we would like all of our shops to be involved with the CCA

Buck Smith Telluride Area Manager Bootdoctors Christy Sports

C: 720-732-2571 O: 970-718-0123

From: Heidi Stenhammer <heidi@tmvoa.org>
Sent: Thursday, December 28, 2023 12:46:14 PM
To: Buck Smith <bsmith@christysports.com>

Subject: CS Snowboard Shop & Alpineer CCA Participation?

Hi Buck,

I hope you are having a wonderful holiday season!

Wondering if the new Christy Sports Snowboard Shop and the Alpineer want to participate in the Mountain Village Promotional Association's Common Consumption Area?

The locations would be included in our maps and guests who purchase an alcoholic beverage from a participating bar/restaurant would be able to walk into those stores with their beverage. The windows of the stores may still have a CCA sticker on them from when Burton and North Face participated in the CCA.

Please let me know either way (ASAP would be great as I have a renewal application due to TMV by early next week).

Thank you and Happy New Year! Heidi

Heidi Stenhammer

Administration & Operations Manager

Telluride Mountain Village Owners Association 113 Lost Creek Lane, Suite A Mountain Village, CO 81435 970-728-1904 Ext 3 (Office) www.tmvoa.org

Mountain Village Promotional Association

Expanded Common Consumption Area Application

January 2024

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

Comments:

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

COMMON CONSUMPTION AREA

Enjoy your drink responsibly



SEVEN DAYS PER WEEK, NOON TO 9PM

PARTICIPATING LIQUOR LICENSED ESTABLISHMENTS

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

PARTICIPATING CCA ESTABLISHMENTS

- 1 Boot Doctors & Paragon Outdoor
- 2 Christy Sports Snowboard
- 3 Christy Sports (PLAZA & ILC)
- 4 Heritage Apparel
- 5 Mountain Adventure Equipment
- 6 Shake N Dog Grub Shack
- 7 Slopeside Lockers
- 8 Sotheby's
- 9 Telluride Elevated
- 10 The Telluride Room

- 11 Telluride Real Estate Corp
- 12 TSG Ticket & Pass Office (excluding the Children's Center/Nursery)
- 13 Telluride Properties
- 14 Telluride Sports (BOTH LOCATIONS)
- Telluride Adaptive Sports Program (BOTH LOCATIONS)
- 16 The Alpineer
- 17 TMVOA
- 18 Wagner Custom Skis
- 19 Rinkevich Gallery

COMMON CONSUMPTION AREA (CCA) OVERVIEW

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



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



Security Services Agreement

This Security Services Agreement (this "**Agreement**") is entered into to be effective as of May 25, 2023 ("**Effective Date**"), by and between Mountain Village Promotional Association, a Colorado nonprofit corporation ("**MVPA**"); and TSG Ski & Golf, LLC, a Delaware limited liability company ("**TSG**"). MVPA and TSG may hereafter be referred to individually as a "**Party**" and collectively as the "**Parties**."

Recitals

- A. MVPA is a promotional association which has been certified by the Town of Mountain Village, Colorado (the "Town"), to operate a "Common Consumption Area" as defined by Colorado state statute ("Town Certification").
- B. Pursuant to an MVPA Plaza License Agreement dated April 1, 2016 (the "Town License Agreement"), the Town has granted MVPA a license over the "Town Plaza Area," as defined in the Town License Agreement, for a "Common Consumption Area," also as defined in the Town License Agreement. The Parties acknowledge receipt of a copy of the Town License Agreement.
- C. The Town License Agreement states at par. 2 that it terminates on April 30, 2017, but, that it also automatically renews for additional one (1) year terms upon the successful recertification of MVPA and the Common Consumption Area.
- D. The MVPA and the Common Consumption Area were recertified by the Town on May 18, 2023, and the Town License Agreement automatically renewed through April 30, 2024 ("Recertification").
- E. Pursuant to an TSG Open Space License Agreement dated June 1, 2023 (the "TSG License Agreement"), TSG has granted MVPA a license over the "TSG Open Space Area," as defined in the License Agreement, to include the TSG Open Space Area as part of the "Common Consumption Area," certified by the Town. The Parties acknowledge receipt of a copy of the TSG License Agreement.
- F. The Town License Agreement requires that MVPA comply with all security requirements imposed by the Town in connection with the Town Certification and Recertification of MVPA and the Common Consumption Area. The Town License Agreement further requires that MVPA ensure no alcohol is sold, served or taken outside of the Common Consumption Area.
- G. MVPA has retained TSG to perform certain Security Services (defined below) required under the Town License Agreement within the Common Consumption Area in accordance with the Certification and Recertification.
 - H. This Agreement sets forth the terms upon which TSG will perform certain Security

Services and MVPA will pay TSG for said Security Services.

I. Attached hereto are <u>Exhibit A</u> "Mountain Village Promotional Association Security Plan," ("Security Plan"); <u>Exhibit B</u> "MVPA CCA Dates of Operation / Security Schedule" ("Security Schedule"); and <u>Exhibit C</u> "Common Consumption Area Map/Participant List" ("Participant Map/List").

Agreement

Now, therefore, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

- 1. <u>Security Services</u>. MVPA is hiring TSG to provide the security services set forth in further detail in the "Security Plan" attached hereto as <u>Exhibit A</u> within the Common Consumption Area and in accordance with the terms and conditions of this Agreement, the Town Certification and Recertification, including the following:
 - (1) <u>Common Consumption Area</u>. The Common Consumption Area is identified on the Participant List/Map attached hereto as <u>Exhibit C</u>. In the event that the Town approves additional areas to be included within the Common Consumption Area or removes areas from the Common Consumption Area, MVPA shall provide TSG with an updated Participant List/Map.
 - (2) <u>Daily Security Monitoring</u>. TSG will be responsible for providing its security staff to perform the duties and obligations set forth in the Security Plan within the Common Consumption Area during the dates and hours of operations as set forth in the Security Schedule attached hereto as <u>Exhibit B</u>. TSG shall provide one (1) properly trained TSG employee to provide the required Security Services at all times during the Dates and Hours of Operations set forth in <u>Exhibit B</u> ("Daily Security Monitoring").
 - (3) Event Security Monitoring. In addition to the Daily Security Monitoring, TSG shall provide additional security monitoring for the Events set forth in **Exhibit B** and shall provide two (2) properly trained TSG employees to provide the required Security Services during the hours of operations for each Event as set forth in **Exhibit B** ("**Event Security Monitoring**").
- 2. <u>Security Monitoring Fees.</u> TSG shall provide the Daily Security Monitoring and Event Security Monitoring to MVPA at the rates set forth in <u>Exhibit D</u> ("Rate Schedule"). MVPA shall submit payment to TSG of 50% of applicable fee for each season set forth in <u>Exhibit D</u> on or before the start date of each respective season. MVPA shall provide payment to TSG of the 50% balance of the applicable fee for each season by no later than thirty (30) days following the end date of each respective season.

- 3. <u>Term and Termination</u>. The term of this Agreement shall commence on the Effective Date and shall terminate on April 6, 2025 ("**Termination Date**"). MVPA shall provide TSG with documentation of the Town's Recertification for 2024 and 2025. In the event that the Town does not recertify MVPA and the Common Consumption Area, this Agreement shall terminate on the date set forth in a written notice from MVPA to TSG stating that the Town did not recertify MVPA and the Common Consumption Area.
- 4. <u>Compliance</u>. In the performance of services hereunder, TSG shall comply with all governmental requirements, the Town Certification and Recertification. TSG shall further ensure that each and every one of its employees providing security services under this Agreement are lawful workers, and that TSG shall have in its files a Form I-9 that is validly and properly completed in accordance with applicable law for each such employee.

5. Insurance.

- (1) At all times during the performance of the Security Services, TSG shall maintain comprehensive general liability insurance with limits of at least three million dollars (\$3,000,000.00) per occurrence and in the aggregate, as well as workers compensation insurance covering each and every one of TSG's employees providing the Security Services in at least the minimum statutory amounts. TSG shall provide MVPA and the Town with certificates evidencing such insurance, naming MVPA and the Town as additional insureds on the liability insurance and as certificate holders on the workers compensation insurance and stating that such insurance cannot be canceled absent thirty (30) days written notice to MVPA and the Town. At all times during the performance of the Security Services, TSG shall also maintain unemployment compensation insurance covering all of TSG's employees providing the Security Services.
- (2) At all times during the Term of this Agreement, MVPA shall maintain comprehensive general liability insurance with limits set forth in the Certificate of Insurance attached hereto as **Exhibit E** and shall name TSG as an additional insured on the liability insurance, stating that such insurance cannot be canceled absent thirty (30) days written notice to TSG.

6. Conduct, Indemnity.

(1) TSG shall ensure that all of its security personnel conduct themselves in a professional and respectful manner. To the fullest extent permitted by law, TSG shall indemnify and hold MVPA and its directors, officers, employees and agents harmless, including payment of attorneys' fees, expert witness fees and costs, from and against all loss, cost, damage or expense, claims, causes of action or other liabilities related to the performance of the Security Services by TSG staff to the extent such loss, cost, damage, expense, claims, causes of action, liability arise from TSG staff gross negligence or willful misconduct. This indemnity shall include indemnifying and holding MVPA and its directors, officers,

employees and agents harmless from and against any claims by third parties arising out of the provision of the Security Services caused by TSG staff's intentional conduct or gross negligence. This indemnity shall also include indemnifying and holding MVPA and its directors, officers, employees and agents harmless from and against any claims by TSG or TSG's employees for workers compensation benefits, unemployment compensation benefits or any other employee benefits. Nothing contained in this Agreement shall be construed constitute a partnership between the Parties.

- (2) MVPA shall ensure that all of its security personnel (if any) conduct themselves in professional and respectful manner. To the fullest extent permitted by law, MVPA shall indemnify and hold TSG and its directors, officers, employees and agents harmless, including payment of attorneys' fees, expert witness fees and costs, from and against all loss, cost, damage or expense, claims, clauses of action or other liabilities related to the performance of any security services provided by MVPA (if any) or third party security staff hired by MVPA (if any), to the extent such loss, cost, damage, expense, claims, causes of action, or liability arises from the gross negligence or willful misconduct of MVPA or third party security staff.
- 7. Notice. If the Parties wish to contact or notify each other concerning the subject matter herein, they shall deliver written notice via E-mail, as follows:

If to MVPA: Max Adam Singer, President

Mountain Village Promotional Association

113 Lost Creek Lane, Suite A Mountain Village, Colorado 81435 E-mail: maxsinger@hotmail.com

If to TSG: Chad Horning

TSG Ski & Golf, LLC

565 Mountain Village Boulevard Mountain Village, Colorado 81435 E-mail: chorning@tellurideskiresort.com

With a copy to: Legal Department

TSG Ski & Golf, LLC

565 Mountain Village Boulevard Mountain Village, Colorado 81435

E-mail: Telski-legal@tellurideskiresort.com

8. Entire Agreement, Waiver. This Agreement represents the entire, final and complete agreement of the Parties concerning the subject matter herein and supersedes or replaces all written and oral agreements previously made or existing. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by all Parties. No waiver by either Party of any breach of, or of compliance with, any condition or provision of this Agreement by the other Party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

- 9. Dispute Resolution. Should there be a dispute arising out of this Agreement which cannot be resolved between the Parties, the validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Colorado. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, venue shall be in San Miguel County, Colorado, and the prevailing Party shall be awarded its reasonable attorneys' fees, expert witness fees and costs incurred, in addition to any other relief to which the Party may be entitled.
- 10. Severability. If any provision or provisions of this Agreement shall be found invalid or unenforceable, this shall not affect the validity of the remaining provisions of this Agreement, and the remaining provisions shall remain in full force and effect.
- 11. Arm's Length, Encouragement to Consult with Independent Legal Counsel. The Parties acknowledge that this Agreement was prepared and executed at arm's length and after free and full negotiation by the Parties, and that there shall be no presumption to construe the terms of this Agreement in favor of one Party and against another, but rather the terms of this Agreement shall be construed objectively as written. The Parties further acknowledge that they were encouraged to consult independent legal counsel prior to entering into this Agreement.
- 12. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of any heirs, successors or assigns of the Parties. However, this Agreement is personal, and thus TSG may not assign its duties under this Agreement to any individual or other entity, other than utilizing appropriate TSG employees as stated above.
- 13. Execution. This Agreement may be signed in counterparts and may be signed by electronic signature. A digital copy of this signed Agreement shall be enforceable as a signed original.

Mountain Village Promotional Association, a Colorado nonprofit corporation Max Mam Singer

Max Adam Singer, President

Dated: 11/8/2023 TSG Ski & Golf, LLC, a Delaware limited liability company Dated: _____ 11/11/2023

Chad Horning, Authorized Signatory

5

EXHIBIT A Mountain Village Promotional Association Common Consumption Area Security Plan

The purpose of this document is to outline the security procedures for the Common Consumption Area ("CCA") in Mountain Village Center.

Liquor license holders participating in the CCA as of the Effective Date are;

Hotel Madeline, Poachers Pub, Tracks Café & Bar, Telluride Coffee Company, Telluride Distilling Company, Telluride Brewing Company, Communion Wine Bar and TSG (Crazy Elk, Tomboy Tavern, The Pick, Siam's Talay, Telluride Conference Center).

MVPA shall provide TSG with an updated list of liquor license holders participating in the CCA at least ten (10) days prior to the start of each season. MVPA shall provide TSG with an updated map of the CCA whenever any changes are made by the Town.

DAILY SECURITY MONITORING:

TSG shall provide one (1) properly trained TSG employee to provide the required Security Services at all times during the dates and hours of operations of the CCA for each season as set forth in **Exhibit B**.

SPECIAL EVENTS (Sunset Concerts, 4th of July, Closing Day, etc.):

TSG shall provide two (2) properly trained TSG employees to provide the required Security Services during the hours of operations for each Special Event as set forth in **Exhibit B**.

Roaming monitoring of the CCA by TSG Security Personnel will begin one hour prior to the event and will include informing guests of the CCA rules.

Roaming monitoring will continue until one hour past the event at which time a sweep of the CCA by TSG Security Personnel will occur to ensure that all alcoholic beverages have been disposed of in trash receptacles.

STANDARDS AND PROCEDURES:

The primary point of contact for MVPA shall be the MVPA Board President (currently Adam Singer). The primary point of contact for TSG shall be Chad Horning.

In the event that the Town has any concerns with operations, the Town may require the primary points of contact for MVPA and TSG to meet with the Town in order to discuss and refine the security procedures as necessary to address these concerns.

The points of contact for MVPA and TSG will meet with the Town's chief of police, or a designee, as needed to go over any potential issues and security concerns with the CCA.

All TSG Security Personnel will complete the server and seller training program (TIPS or ServSafe) established by the Director of the Liquor Enforcement Division of Revenue.

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

Standard Security Procedures

- The general purpose of the security services provided by TSG is to ensure that no personal/outside alcohol is brought into the CCA (only alcohol purchased from the participating retail liquor license holder establishments can be consumed within the CCA) and that no alcoholic beverages leave or are consumed outside of the CCA.
- When appropriate, TSG Security Personnel will check coolers/bags to ensure no alcohol is brought into the CCA and will be responsible for ensuring that no alcoholic beverages leave the CCA.
- When necessary, recycling and trash cans shall be available at all entrance and exit points.
- IDs will be checked at the point-of-sale by staff members of each participating licensed establishment.
- Each licensed establishment will be responsible for ensuring that no alcoholic beverages from another establishment are brought into their licensed area.
- Each licensed establishment will use a disposable cup with its logo for patrons who wish to take a beverage out into the CCA.
- TSG Security Personnel will educate guests in a friendly manner and if any violators become belligerent or overly intoxicated, TSG security personnel shall contact the Town of Mountain Village police department to intervene.
- If open displays of intoxication occur, TSG Security Personnel will contact the police at the Town of Mountain Village and/or call 911 if there are any life and death emergencies.

EXHIBIT B

DATES AND HOURS OF OPERATION INCLUDING EVENTS

Daily Security Monitoring Dates of Hours of Operation:

Noon to 9	וווט
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		END
SEASON	START DATE	DATE
Summer 2023	5/25/2023	10/16/2023
Winter 2023-24	11/17/2023	4/7/2024
Summer 2024	5/23/2024	10/20/2024
Winter 2024-25	11/22/2024	4/6/2025

Special Events Security Monitoring Dates and Hours:

Live music on Wednesdays (Sunset Plaza) and Fridays (Reflection Plaza) from 6-8pm, June – September.

Fourth of July celebration (All Plazas) on July 3rd and 4th from 1-8pm

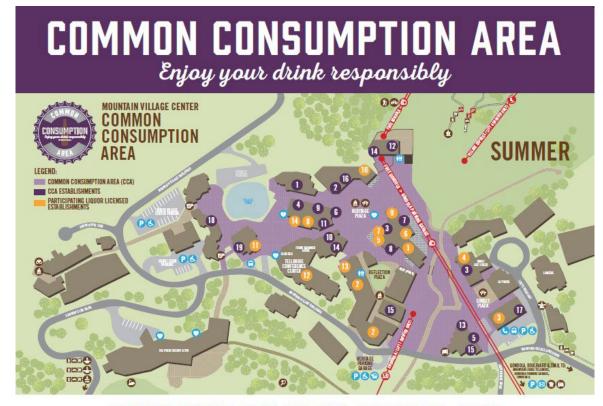
Holiday prelude (All Plaza) the second weekend in December from 12-5pm.

New Years Eve fireworks (Heritage Plaza) from 6-7 pm.

EXHIBIT C

LIST OF PARTICIPANTS AND MAP OF COMMON CONSUMPTION AREA

See Next Two Pages for Summer & Winter Maps



SEVEN DAYS PER WEEK, NOON TO 9PM

PARTICIPATING LIQUOR LICENSED

- Crazy Elk Pizza
- Motel Madeline & Residences
- Poachers Pub
- Siam's Talay Grill
- 1 The Pick
- Tomboy Tavern
- Telluride Coffee Company
- 1 Telluride Distilling Company
- Telluride Ski & Golf Club House
- Tracks
- Placeholder for Future Restaurant
- 12 Telluride Conference Center
- Telluride Brewing Company
- (1) Communion Wine Bar

PARTICIPATING CCA ESTABLISHMENTS

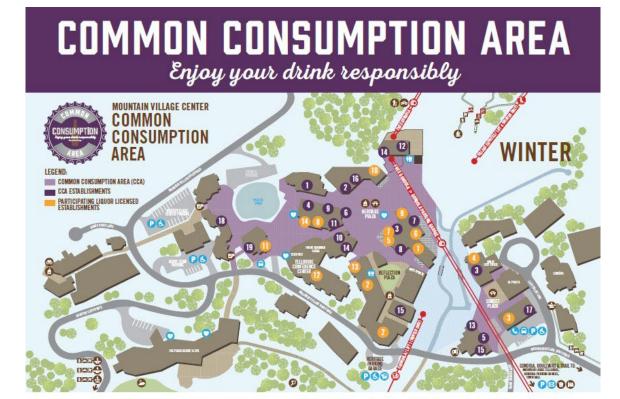
- Boot Doctors & Paragon Outdoors
- 2 Christy Sports Snowboard
- 3 Christy Sports (BOTH LOCATIONS)
- 4 Heritage Apparel
- 5 Mountain Adventure Equipment
- 6 Shake N Dog Grub Shack
- Slopeside Lockers
- 8 Sotheby's
- 9 Telluride Elevated
- 10 The Telluride Room

- Telluride Real Estate Corp
- TSG Ticket & Pass Office (excluding the Children's Center/Nursery)
- 13 Telluride Properties
- 14 Telluride Sports (BOTH LOCATIONS)
- Telluride Adaptive Sports Program
 (BOTH LOCATIONS)
- 16 The Alpineer
- TMVOA
- 18 Wagner Custom Skis
- 19 Rinkevich Gallery

COMMON CONSUMPTION AREA [CCA] OVERVIEW

- The CCA encompasses Heritage Plaza, Sunset Plaza and Village Pond Plaza.
- Alcoholic beverages purchased from one licensed liquor establishment in approved disposable cups will only be permitted in the CCA and cannot be brought into another liquor establishment.
- Reflection Plaza is licensed to Madeline Hotel & Residences therefore only alcoholic beverages from the Madeline Hotel & Residences can be consumed in that plaza.
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SEVEN DAYS PER WEEK, NOON TO 9PM

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- Crazy Elk Pizza
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- Poachers Pub
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- The Pick
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EXHIBIT D

SECURITY SERVICES RATE SCHEDULE

SEASON	START DATE	END DATE	FEE
Summer 2023	5/25/2023	10/16/2023	50,000
Winter 2023-24	11/17/2023	4/7/2024	51,250
Summer 2024	5/23/2024	10/20/2024	52,531
Winter 2024-25	11/22/2024	4/6/2025	53,845

^{* 2.5%} increase per season

EXHIBIT E

COPY OF MVPA INSURANCE CERTIFICATE

See Next Page for Certificate of Insurance

ACORD [®]

TELLMOU-04

HATHA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED PEPPRESENTATIVE OR PRODUCED AND THE CERTIFICATE HOLDER.

	REPR	RESENTATIVE OR PRODUCER, A	ND T	HE C	ERTIFICATE HOLDER.							
	f SU	RTANT: If the certificate hold BROGATION IS WAIVED, subjectificate does not confer rights	ct to	the	terms and conditions of	the po	licy, certain lorsement(s)	policies may				
1	ODUCE					SANTA NAME:	ст Katie Sw	eet				
Ho	me L	oan & Investment Company th 4th Street				PHONE (A/C, No	o, Ext): (970) 2	54-0864		FAX (A/C, No):	970) 2	243-3914
		Junction, CO 81501				E-MAIL ADDRE	_{ss:} katies@l	nlic.com				
							INS	URER(S) AFFOR	RDING COVERAGE			NAIC#
						INSURE	RA: Secura	Insurance	Company			22543
INS	URED					INSURE	RB:					
		Mountain Village Promotion	nal As	soci	ation	INSURE	RC:					
		113 Lost Creek Lane Ste A				INSURE	RD:					
		Mountain Village, CO 81435)			INSURE	RE:					
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C	OVER	RAGES CEI	RTIFI	CATE	NUMBER:				REVISION NUM	IBER:		
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INS	R	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMIT	s	
A		COMMERCIAL GENERAL LIABILITY					,	,,	EACH OCCURRENCE	Œ	\$	1,000,000
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									PERSONAL & ADV	NJURY	\$	1,000,000
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		ANY AUTO							BODILY INJURY (Pe	er person)	\$	
		OWNED SCHEDULED AUTOS							BODILY INJURY (Pe	er accident)	\$	
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	AND	RKERS COMPENSATION) EMPLOYERS' LIABILITY Y / N							PER STATUTE	OTH- ER		
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	יידם	EICATE HOLDER				CAN	CELL ATION					
ان	KIII	FICATE HOLDER				CANC	CELLATION					
		Telluride Ski & Golf 565 Mountain Village Blvd				THE	EXPIRATION	N DATE TH	ESCRIBED POLIC EREOF, NOTICE Y PROVISIONS.			
		Telluride, CO 81435				AUTHO	RIZED REPRESE	NTATIVE				

ACORD 25 (2016/03)

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MOUNTAIN VILLAGE PROMOTIONAL ASSOCIATION PLAZA LICENSE AGREEMENT

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

RECITALS

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

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

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

3. LOCATION.

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

4. <u>USE</u>.

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

5. MAINTENANCE.

- a. Licensee agrees to repair and/or replace any damage to any portion of the Town Plaza Area only to the extent any damages shall be caused by or in connection with Licensee's use thereof, (including, without limitation, the placement any personal property on the Town Plaza Area). All costs for such repair or replacement, and all work performed in connection therewith, shall be the responsibility of the Licensee. The Town, in its sole reasonable discretion, shall determine when the Town Plaza Area is in need of repair or replacement due to the activities of Licensee and/or its customers in the Town Plaza Area.
- b. Licensee shall clean the Town Plaza Area by removing debris, trash, sweeping and washing down the Town Plaza Area after each event.
- 6. INDEMNIFICATION. The Licensee agrees to indemnify, defend and hold harmless the Town and its agents and employees from and against all actual claims, actions, causes of action, demands, judgments, reasonable costs and expenses, and all damages of every kind and nature (exclusive of punitive damages) incurred by and on behalf of any person or other legal entity whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership, including the parties to this License Agreement and their agents and employees, arising out of or connected with, in any manner, directly or indirectly, the Licensee's operation and its use of the Town Plaza Area.

7. INSURANCE REQUIREMENTS.

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

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

8. TERMINATION.

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

9. HOURS OF OPERATION.

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

10. LICENSE FEES.

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

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

ii. The Licensee shall bear all costs and expenses related to the construction and/or maintenance of any utility and other amenities needed by Licensee in connection with the

exercise of it rights pursuant to the License.

iii. The Licensee shall bear all costs for any and all improvements to the Plaza Unit, both within and surrounding the Town Plaza Areas, which are reasonably required by the Town, pursuant to applicable health and safety laws, ordinances, and/or regulations, to limit hazards or dangers and provide for the safe operation of the common consumption area Town Plaza Areas.

b. By the Town:

i. The Town shall not be required to make any improvements to the Town Plaza Areas, or expend any money for the benefit of the Licensee.

11. ADDITIONAL TERMS AND CONDITIONS.

- a. The Licensee shall comply with all applicable local, state and federal rules, regulations and laws.
- b. In the event of any legal action between the parties with respect to this License Agreement and the license herein granted, the prevailing party in any such action shall be entitled to recover their costs incurred therein, including reasonable attorneys fees.
- c. Licensee may not assign, sublet, or transfer this License Agreement, or any portion thereof without the Town's prior written approval.
- d. This License Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- 12. NOTICE. All notices, demands or writings required or permitted to be given hereunder, shall be deemed to have been fully given or made or sent when made in writing and delivered either by (i) hand delivery; (ii) facsimile transmission; (iii) electronic mail; or (iv) commercial overnight courier that guarantees next day delivery and provides a receipt, so long as these are addressed and/or delivered to the Party as follows (with the understanding that the mailing addresses, email addresses or fax numbers below may be changed by sending written notice to each Party notifying the Party of the change).

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

If to the Town:

Kim Montgomery, Town Manager Town of Mountain Village 455 Mountain Village Blvd., Suite A Mountain Village, CO 81435

Email: kmontgomery@mtnvillage.org

Phone: (970) 728-8000

(With a copy to):

James Mahoney, Esq. J. David Reed P.C. 1047 South 1st Street Montrose, CO 81401

Email: jmahoney@jdreedlaw.com

Phone: (970) 249-3806

(Signature Pages Follow)

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

LICENSEE:

Mountain Village Promotional Association, A Colorado nonprofit corporation:

By:

Adam Singer, President

TOWN:

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

Approved as to Form:

James

Digitally signed by James Mahoney DN: cn=James Mahoney, o=J. David Reed, P.C., ou, emall=jmahoney@jdreedlaw.com,

Mahoney

Date: 2017.04.17 13:25:20 -06'00'

Jim Mahoney, Town Attorney

MOUNTAIN VILLAGE PROMOTIONAL ASSOCIATION TSG OPEN SPACE LICENSE AGREEMENT

This License Agreement (the "License Agreement") is made, effective as of the 1st day of June, 2023 (the "Effective Date"), between the Mountain Village Promotional Association, a Colorado nonprofit corporation, ("Licensee") and TSG SKI & GOLF, LLC, a Delaware limited liability company ("TSG"). Licensee and TSG may be collectively referred to herein as the "Parties" or individually referred to herein as "Party".

RECITALS

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

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

- 1. <u>GRANT OF LICENSE</u>. TSG hereby grants Licensee a license over the TSG Open Space Tract, as follows:
 - a. Licensee shall be permitted to have a common consumption area in accordance with Licensee's Town approval of such common consumption area on the dates and hours listed in the approval of such common consumption area, set forth below under Dates and Hours of Operation.
 - b. Licensee shall be permitted to place barriers, trash cans and other infrastructure as required by the approval of the common consumption area in order to operate the common consumption area.
 - c. Licensee shall be allowed to permit the consumption of alcohol on the TSG Open Space Tract, in connection with its approval for the common consumption area, subject to applicable Town and/or other governmental laws, ordinances, and/or regulations.
 - d. Licensee shall be fully responsible, at its sole cost and expense, for all security required by the Town, or otherwise, in connection with this License Agreement and the common consumption area.
- 2. <u>TERM</u>. This License Agreement shall commence on the Effective Date and shall terminate on October 31, 2023, unless terminated earlier pursuant to Paragraph 8 below (the "**Term**"). This License Agreement shall automatically renew for two additional one year terms (each a separate

"Renewal Term") upon the successful recertification of the promotional association and common consumption area.

3. LOCATION.

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

4. DATES AND HOURS OF OPERATION.

- a. Alcohol shall only be permitted in the common consumption area, including TSG's open space areas within the common consumption area, during those hours as approved in the Licensee's approval of the promotional association and common consumption area.
- b. These dates and hours include every day, seven days a week, from Noon to 9 pm during the Term and any Renewal Term.
- c. Licensee agrees it will shut down the common consumption area upon the Town's request for any specific date wherein the Town is supporting an event where the common consumption area is not needed or desired.

5. <u>USE</u>.

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

6. MAINTENANCE.

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

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

8. <u>INSURANCE REQUIREMENTS</u>.

- a. Licensee shall carry general liability insurance covering all, and liquor operations permitted pursuant to the License in an amount no less than \$3,000,000.00 for a single occurrence and \$5,000,000.00 in the aggregate, with TSG as a named insured on such policy. Licensee shall be required to provide to the TSG a "Certificate of Insurance" evidencing such coverage for the Term of this License Agreement.
- b. The general liability insurance policy and the "Certificate of Insurance" must be effective for the Term of the License Agreement, commencing as of the Effective Date.
- c. The Licensee shall cease all operations on the TSG Open Space Tract and common consumption area immediately upon cancellation of the insurance coverage required pursuant to this Paragraph 7, in accordance with any notice of cancellation received by Licensee.

9. TERMINATION.

- a. Should any Party to this License Agreement fail to perform its obligations hereunder in strict compliance with the terms, covenants and conditions of this License Agreement, or otherwise default in the performance of any obligations contained in this License Agreement, the non-defaulting Party shall provide written notice to the defaulting Party of such default or breach ("Notice of Default"). If the defaulting Party has failed to cure or reasonably commence curing said default or breach within 10 business days after such Notice of Default is provided (an "Uncured Default"), the non-defaulting Party thereafter shall have the right to terminate this License Agreement, effective immediately upon providing the defaulting Party with written notice of such termination.
- b. In addition to, and separate from, the termination provisions set forth in Paragraph 8 a. above, this License Agreement may be terminated, as follows:
 - i. In the event that the promotional association or common consumption area is decertified or is not re-certified on an annual basis this License Agreement shall be automatically terminated.
- c. Upon any termination of this License Agreement, Licensee shall restore the TSG Open Space Tract to their original condition existing prior to the Effective Date, less normal wear and tear. Any personal property of Licensee placed temporarily on the TSG Open Space Tract pursuant to the License shall be removed at the end of the Term at Licensee's sole cost and expense.

d. Either party shall have the right to terminate this License Agreement for convenience at the party's sole discretion and without penalty by giving the other party sixty (60) days written notice of termination for convenience.

10. <u>ADDITIONAL TERMS AND CONDITIONS</u>.

- a. The Licensee shall comply with all applicable local, state and federal rules, regulations and laws.
- b. In the event of any legal action between the parties with respect to this License Agreement and the license herein granted, the prevailing party in any such action shall be entitled to recover their costs incurred therein, including reasonable attorney's fees.
- c. Licensee may not assign, sublet, or transfer this License Agreement, or any portion thereof without TSG's prior written approval.
- d. This License Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. This Agreement may be executed in counterparts.
- 11. <u>NOTICE</u>. All notices, demands or writings required or permitted to be given hereunder, shall be deemed to have been fully given or made or sent when made in writing and delivered either by (i) hand delivery; (ii) facsimile transmission; (iii) electronic mail; or (iv) commercial overnight courier that guarantees next day delivery and provides a receipt, so long as these are addressed and/or delivered to the Party as follows (with the understanding that the mailing addresses, email addresses or fax numbers below may be changed by sending written notice to each Party notifying the Party of the change).

If to Licensee:

Adam Singer Mountain Village Promotional Association 113 Lost Creek Lane, St A

Mountain Village, CO 81435

Email: SRoth@tellurideskiresort.com

Phone: (970) 728-7314

If to the TSG:

Chad Horning, TSG Ski & Golf 620 Mountain Village Blvd. Mountain Village, CO 81435

Email: bjensen@tellurideskiresort.com

(With a copy to):

Heidi Stenhammer

TMVOA

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

Email: sara@tmvoa.org

Phone: (970) 728-1904 x7

(With a copy to):

Stefanie Solomon, Esq.

TSG Ski & Golf

620 Mountain Village Blvd Mountain Village, CO 81435

Email: ssolomon@tellurideskiresort.com

Phone: (970) 728-7318

(Signatures on next page)

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

LICENSEE:

Mountain Village Promotional Association, a Colorado nonprofit corporation:

Max adam Singer -BCD913A2F3B3482... Adam Singer, President

TSG:

TSG SKI & GOLF, LLC

a Delaware limited liability company

Chad Horning

Chad Horning

Exhibit A-1

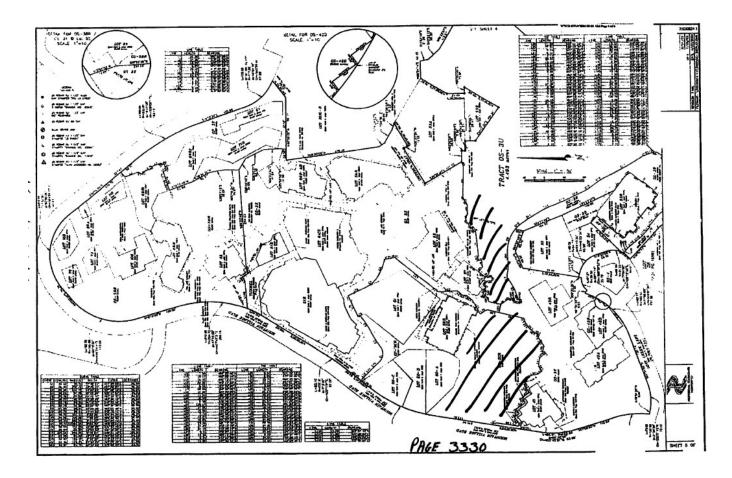
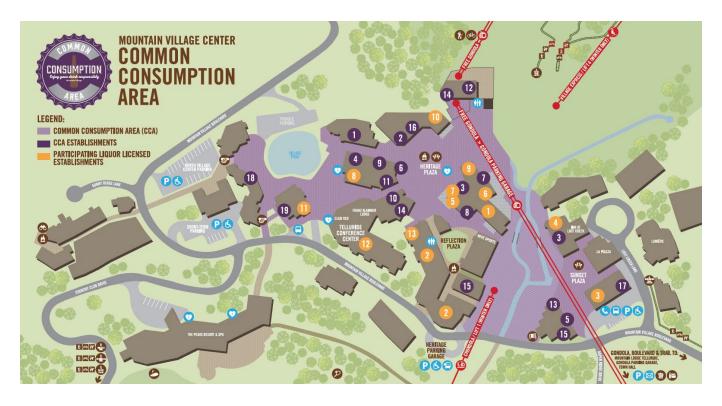


Exhibit A-2



Sunset Music Series 2024 Calendar - Tentative

Date	Event	Location	Time
6/19	Firstgrass concert	Sunset Plaza	5-8
6/26 Wed	Sunset Concert Series	Sunset Plaza	6-8
	1	-	
7/3 & 7/4	Red, White & Blues	All Plazas	1-8
Wed & Thurs	Celebration		
7/10 Wed	Sunset Concert Series	Sunset Plaza	6-8
7/17 Wed	Sunset Concert Series	Sunset Plaza	6-8
7/24 Wed	Sunset Concert Series	Sunset Plaza	6-8
7/31 Wed	Sunset Concert Series	Sunset Plaza	6-8
8/7 Wed	Sunset Concert Series	Sunset Plaza	6-8
8/14 Wed	Sunset Concert Series	Sunset Plaza	6-8

HATHA1



CERTIFICATE OF LIABILITY INSURANCE

7/10/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

tr	is certificate does not confer rights to	o tne	cert	ificate noider in lieu of su						
PRO	DUCER				CONTAC NAME:	CT Katie Sw	/eet			
	ne Loan & Investment Company					o, Ext): (970) 2		FAX	No):(970) 243-3914
	North 4th Street nd Junction, CO 81501					_{ss:} katies@l		(A/C,	NO). (<u>/ </u>
Ji a	ila danicilon, do d'iso'i				ADDRE					
							•	RDING COVERAGE		NAIC#
					INSURE	R A : Secura	Insurance	Company		22543
INSU	RED				INSURE	RB:				
	Mountain Village Promotion	al As	soci	ation	INSURE	RC:				
	113 Lost Creek Lane Ste A Mountain Village, CO 81435				INSURE	RD:				
	Mountain Village, CO 61435				INSURE	RE:				
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IN C	HIS IS TO CERTIFY THAT THE POLICIE IDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUI PER	REME TAIN,	ENT, TERM OR CONDITION THE INSURANCE AFFORI	N OF A DED BY	NY CONTRAC	CT OR OTHER IES DESCRIB	R DOCUMENT WITH RE	SPECT 1	TO WHICH THIS
NSR LTR	TYPE OF INSURANCE	ADDL	SUBR WVD			POLICY EFF	POLICY EXP		LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	חפאוו	WVD			(אוואו/טט/זזז)	(MM/DD/YYYY)	EACH OCCURRENCE	\$	1,000,000
	CLAIMS-MADE X OCCUR	X		CP3308544		7/16/2023	7/16/2024	DAMAGE TO RENTED PREMISES (Ea occurrence		300,000
								MED EXP (Any one persor	n) \$	4 000 000
								PERSONAL & ADV INJUR	Y \$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$	2,000,000
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP A	AGG \$	2,000,000
	OTHER: AUTOMOBILE LIABILITY							HOST LIQUOR COMBINED SINGLE LIMIT	\$	Included
	ANY AUTO							(Ea accident) BODILY INJURY (Per pers	son) \$	
	OWNED AUTOS ONLY SCHEDULED AUTOS							BODILY INJURY (Per acci-		
	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
	AUTOS ONLY AUTOS ONLY							(Fer accident)	\$	
Α	X UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$	1,000,000
	EXCESS LIAB CLAIMS-MADE			CU3308545		7/16/2023	7/16/2024	AGGREGATE	\$	
	DED X RETENTION\$ 10,000								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OT STATUTE EF	ΓH- ?	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. EACH ACCIDENT	\$	
		117.7						E.L. DISEASE - EA EMPLO	OYEE \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY L	IMIT \$	
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	ACORE	0 101, Additional Remarks Schedu	ıle, may b	e attached if mor	re space is requir	ed)		
Γow	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC n of Mountain Village is listed as addition	onal`i	nsure	ed with regards to general	liability	.	•			
CE	RTIFICATE HOLDER				CANC	ELLATION				
UE	THI IOATE HOLDER				CANC	CLLA HON				
	Town of Mountain Village 455 Mountain Village Blvd. S	Suite	A		THE	EXPIRATION	N DATE TH	ESCRIBED POLICIES E EREOF, NOTICE WI CY PROVISIONS.		
	Mountain Village, CO 81435				AUTHO	RIZED REPRESE	NTATIVE	1		

Agenda Item 6

Finance:

- a. Presentation of the December 31, 2023 Business & Government Activity Report (BAGAR)
- b. Consideration of the December 31, 2023 Financials

These packet materials will be added by Monday, January 15, 2024.



Business and Government Activity Report

For the month ending: December 31st 2023

		roi ti	ne month end 2023	ing. Decembe	ci 31st	2022		YTD or M	D Variance
			Monthly			Monthly	i i		
Activity		MONTH	Change	YTD	MONTH	Change	YTD	Variance	Variance %
Village Court Apartments		ı	•		1	ı	ı	ı	1
Occupancy Rate	%	99.55%	0.00%	99.21%	99.09%	0.00%	98.86%	0.35%	0.4%
# Vacated Units		3	3	25	2	0	34	(9)	-26.5%
# Work Orders Completed		27	0	269	28	11	233	36	15.5%
# on Waiting List		172	0		178	(11)		(6)	-3.4%
Public Works		·	ation is sometin		1		!		
Service Calls		373	(223)	8,433	538	(229)	10,648	(2,215)	-20.8%
Truck Rolls		77	(175)	3,198	85	(340)	4,855	(1,657)	-34.1%
Snow Fall	Inches	38	22	158	26	10	148	10	6.8%
Snow Removal - Streets & Prkg Lots	Hours	N/A	NA	2,619	619	359	3,319	(700)	-21.1%
Roadway Maintenance	Hours	N/A	NA	2,160	3	(45)	2,227	(67)	-3.0%
Water Billed Consumption	Gal.	49,805,000	14,864,000	210,764,000	39,236,000	9,984,000	222,248,000	(11,484,000)	-5.2%
Sewage Treatment	Gal.	8,407,000	3,471,000	97,230,000	9,805,000	4,826,000	87,920,000	9,310,000	10.6%
Child Daniel and Francis						offering up to 5	days a week vs.	4 so therefore	the calculation
Child Development Fund			nber of children	will change son	1		!	0.00	20.50/
# Infants Actual Occupancy		5.82	(0.65)		4.83	(0.17)		0.99	20.5%
# Toddlers Actual Occupancy		7.90	0.30		9.00	(2.56)		(1.10)	-12.3%
# Preschoolers Actual Occupancy		14.55			8.83	(3.55)		5.72	64.8%
Transportation and Parking			ates, including o			1			
GPG Parking Utilization (% of total # of space		68.9%	44.50%	52.4%	64.90%	46.00%	46.4%	6.0%	12.9%
HPG Parking Utilization (% of total # of space	ces occupied)	63.1%	44.40%	49.1%	69.20%	47.20%	44.8%	4.3%	9.6%
Parking Utilization (% of total # of spaces oc	cupied)	62.0%	35.10%	49.8%	63.50%	38.80%	49.3%	0.5%	1.0%
Bus Routes	# of Passengers	504	(4,012)	58,211	5,435	1,596	58,306	(95)	-0.2%
Paid Parking Revenues		\$132,810	\$102,255	\$738,278	\$44,501	\$31,349	\$557,944	\$180,334	32.3%
Human Resources		Due to crossov	er to the new pa	yroll system, H	R stats are una	vailable at this t	time		
FT Year Round Head Count		na	NA		87	2		NA	NA
Seasonal Head Count (FT & PT)		na	NA		1	(1)		NA	NA
PT Year Round Head Count		na	NA		12	(14)		NA	NA
Gondola FT YR, Seasonal, PT YR Head Cou	ınt	na	NA		52	(8)		NA	NA
Total Employees		na	NA		151	(22)		NA	NA
Gondola Overtime Paid	Hours		NA	na	598	227	3,890	NA	NA
	110415	na	†	 				NA NA	NA NA
Other Employee Overtime Paid		na	NA	na	236	51	1,357	<u></u>	<u></u>
# New Hires Total New Hires		na	NA	na	4	(16)	93	NA	NA
# Terminations		na	NA	na	3	2	72	NA	NA
# Workmen Comp Claims		na	NA	na	0	(2)	13	NA	NA
Workmen Comp Claims Costs		na	NA	na	\$0	(\$49,842)	\$59,251	NA	NA
Communications & Business Development		1	1			1		1	1
Town Hosted Meetings		5	(2)	75	5	0	80	(5)	-6.3%
Email Correspondence Sent		15	(9)	209	10	(7)	230	(21)	-9.1%
E-mail List	#	8,520	(8)		8,400	106		120	1.4%
Ready-Op Subscribers		2,180	0		2,111	8		69	3.3%
News Articles		29	10	227	31	18	257	(30)	-11.7%
Press Releases Sent		4	0	51	5	4	41	10	24.4%
Gondola and RETA									
Gondola	# of Passengers	296,643	244,655	3,114,789	320,492	260,190	3,061,591	53,198	1.7%
Chondola	# of Passengers	32,844	32,844	136,593	29,303	29,303	122,170	14,423	11.8%
RETA fees collected by TMVOA		\$ 778,214	\$ 352,049	\$ 11,892,075	\$ 406,285	\$ (576,965)	\$ 13,587,883	(\$1,695,808)	-12.5%
								·	
Police									
Calls for Service	#	480	(36)	5,237	329	251	4,224	1,013	24.0%
Investigations	#	27	21	192	20	12	154	38	24.7%
			1			† !	1 I		
Alarms	#	18	9	172	8	(6)	161	11	6.8%
Arrests	#	5	3	32	4	2	20	12	60.0%
Summons	#	1	1	22	2	1	26	(4)	-15.4%
Traffic Contacts	#	13	4	146	14	8	59	87	147.5%
Traffic Tickets Written	#	2	2	17	2	2	9	8	88.9%
	#	532	257	5,249	431	192	3,637	1,612	44.3%
Parking Tickets Written	#	332	 			 			
Parking Tickets Written Administrative Dismissals	#	2	1	51	1	(1)	45	6	13.3%



Business and Government Activity Report

For the month ending: December 31st 2022 YTD or MTD Variance 2023 Monthly Monthly MONTH YTD MONTH Change YTD Change Variance Variance % Activity \$1,938,921 \$419,884 \$236,756 \$178,800 (\$43,821) (\$226,790) -10.5% Community Development Revenues \$2,165,711 11 (21) 409 17 (28) 338 71 21.0% # Permits Issued Valuation of Mtn Village Remodel/New/Additions Permits \$10,502,736 \$723,964 \$72,678,098 \$1,813,247 (\$3,328,888) \$73,806,043 (\$1,127,945) -1.5% \$23,300 90.3% Valuation Mtn Village Electric/Plumbing/Other Permits (\$481,217) \$8,573,517 \$246,461 \$147,692 \$4,506,162 \$4,067,355 \$5,216,089 \$234,047 \$1,319,212 33.9% Valuation Telluride Electric/Plumbing Permits \$0 (\$657,143) (\$120,868) \$3,896,877 # Inspections Completed 202 4,102 376 (121)-8.1% (45)4,463 (361)# Design Review/Zoning Agenda Items 8 136 7 (6) 243 (107)-44.0% 33 25 # Staff Review Approvals (26)513 (13)510 3 0.6% Refuse and recycle statistics come from an outside source and are not always available at the time of publishing Plaza Services 97.6% 1,279 Snow Removal Plaza Hours 319 245 2,589 360 219 1,310 Hours (311)6,939 791 505 13.2% Plaza Maintenance Hours 0 0 1,738 0 0 1,149 589 51.3% Lawn Care Plant Care Hours 0 0 3,332 0 (30)2,089 1,243 59.5% Hours 0 0 717 0 0 537 180 33.4% Irrigation TMV Trash Collection Hours 57 (10)1,362 107 20 1,223 139 11.4% 152 2,224 (655)8.5% Christmas Decorations Hours (536)241 2,050 175 65,675 65,675 69,118 -4.7% Residential Refuse Pound 1,110,995 (3,910)1,165,831 (54,836)Residential Recycle Pound 24,884 24,884 366,710 25,353 (1,826)438,962 (72,252)-16.5% Diversion Rate % 27.48% NA 24.82% 26.84% -0.29% 27.35% -2.54% -9.3% Vehicle Maintenance # Preventive Maintenance Performed 26 195 17 (1) 208 (13) -6.3% # Repairs Completed 16 4 211 34 333 (122)-36.6% Special Projects 19 3 24 (5) -20.8% 0 0 0 0 -66.7% # Roadside Assists (4) Finance July billing through the end of year will be reduced because of the Bro dband sale. Lodging Revs is tracking differently now. # Other Business Licenses Issued 12 (2) 1,216 22 1,205 11 0.9% 0 9 7.8% # Privately Licensed Rentals (5) 125 (3) 116 525 480 9.4% # Property Management Licensed Rentals 11 45 1 6 # Unique VRBO Property Advertisements Listings for MV 11.7% 685 685 613 0 72 % of Paperless Billing Customers 55.79% -5.43% 63.02% -1.08% -7.2% -11.5% # of TMV AR Bills Processed -25.2% 1,140 2,369 106 20,696 71 (6983)27,679 Accounts Receivable TMV Operating Receivables

	(includes Gor and chi	dola funding	Utilities - W	Vater/Sewer	VCA - Village Court Apartments			
Current	\$868,765	89.9%	\$470,395	95.7%	\$5,548	50.0%		
30+ Days	19,682	2.0%	12,244	2.5%	4,807	43.3%		
60+ Days	39,175	4.1%	2,969	0.6%	292	2.6%		
90+ Days	20,010	2.1%	986	0.2%	10	0.1%		
over 120 days	19,168	2.0%	5,102	1.0%	439	4.0%		
Total	\$ 966,800	100.0%	\$ 491,696	100.0%	\$ 11,096	100.0%		
	\$ 966,800 100.0% Construction Parking				Change Since Last Month Increase (Decrease) in AR			
	Constructi	on Parking	Total	All AR				
Current	Constructi \$5,746	on Parking 66.3%	Total \$ 1,350,454	All AR 91.4%				
Current 30+ Days					Increase (Dec	106.3%		
	\$5,746	66.3%	\$ 1,350,454	91.4%	Increase (Dec \$515,763	106.3%		
30+ Days	\$5,746 1,879	66.3%	\$ 1,350,454 38,612	91.4%	\$515,763 (73,192)	106.3% -15.1%		
30+ Days 60+ Days	\$5,746 1,879 578	66.3% 21.7% 6.7%	\$ 1,350,454 38,612 43,014	91.4% 2.6% 2.9%	\$515,763 (73,192) 34,133	106.3% -15.1% 7.0%		

Other Statistics

1,434 Population (estimated) 1,049 (Active) Registered Voters Assessed Property Valuation 326,606,828



Memorandum

To: Town Council

From: Lizbeth Lemley, Julie Vergari

Date: January 8, 2024

Re: Town of Mountain Village Financial Statements through December 2023

Mountain Village Financials Statements through December 2023

General Fund Summary

The December financial statements as presented reflect the 2023 revised budget approved in December 2023. Also included are 2022, 2021 and 2020 actuals for comparison. These financials are preliminary and subject to year-end accruals and audit adjustments. Staff will present updated year end financials at the February council meeting.

As of December 30, 2023, general fund revenues of \$17.3 million exceeded budget by \$759,385 or 4.6%. Revenues compared to 2022, 2021 and 2020 revenues were 1%, 15%, and 43% respectively. Investment income and sales taxes have continued to exceed the budget. Sales tax revenues collected and accrued through December 2023 were 2% over the amended budget and 3% under 2022 collections. The Town has also seen increased use tax collections over budget.

General Fund operating expenditures through December totaled \$12.4 million and were \$2.7 million under budget. While the Town has seen significant savings in personnel costs due to vacancies coupled with timing of completion of projects planned for 2023 that will likely cross into 2024. There are also several year-end adjustments, including a payroll accrual, that will be made as we prepare for the 2023 audit. The updated year-end financials presented in February will reflect these accruals. Additional discussion of GF variances is included on the General Fund Revenue and Expenditure Report in this packet.

Year to date, the General Fund Revenue and Expenditure report reflects a surplus of \$4.9 million and an estimated unreserved fund balance of \$18.3 million. The surplus is due not only to expenditure savings, but also the sale of the Broadband system.

Transfers to other funds include: (December transfers are not all complete at this time)

Fund	\mathbf{Th}	is Month	Y'	TD Budget	Y	TD Actual	Budget Variance
Capital Projects Fund (From GF)	\$	-	\$	2,647,386	\$	1,934,833	(712,553)
Child Development Fund	\$	-	\$	104,384	\$	107,819	3,435
Conference Center Subsidy	\$	-	\$	257,246	\$	117,368	(139,878)
Affordable Housing Development Fund							
(Monthly Sales Tax Allocation)	\$	135,232	\$	980,595	\$	999,106	18,511
Vehicle & Equipment Acquisition Fund	\$	-	\$	398,582	\$	292,744	(105,838)

Income transfers from other funds include: (December transfers are not all complete at this time)

Fund	This Mont	h	YTI) Budget	\mathbf{YT}	D Actual	Budget Variance
Overhead allocation from Broadband, W/S,							
Gondola, VCA and Parking Services	\$	-	\$	720,106	\$	714,547	(5,559)
*Tourism Fund	\$	-	\$	136,177	\$	141,291	5,114
*This transfer is comprised of administrative feed	s, interest, a	an	d pena	alties colle	cted		
Debt Service Fund (Specific Ownership Taxes)	\$	-	\$	25,000	\$	20,716	(4,284)

<u>Vehicle and Equipment Acquisition Fund - No Fund Income Statement Attached</u>

A building department vehicle, a police vehicle, a new plow for road and bridge, EV charging stations, and parks and recreation equipment have been purchased and shop equipment, the skid steer exchange has been paid.

Capital Projects Fund - No Fund Income Statement Attached

\$2.7 million in safety improvements has been expended and \$941,997 in grants have been received and accrued. \$189,775 has been paid for solar panels for the Shop.

Historical Museum Fund - No Fund Income Statement Attached

\$106,658 in property taxes were collected and \$104,430 has been tendered to the historical museum. The county treasurer retained \$2,138 in treasurer's fees.

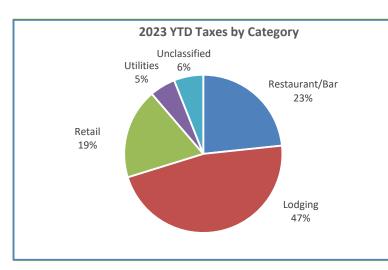
Mortgage Assistance Fund - No Fund Income Statement Attached

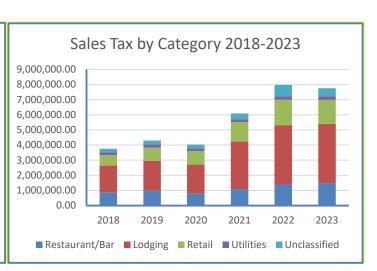
Mortgage assistance of \$30,000 was provided in July and \$2,059 has been expended for legal or admin fees.

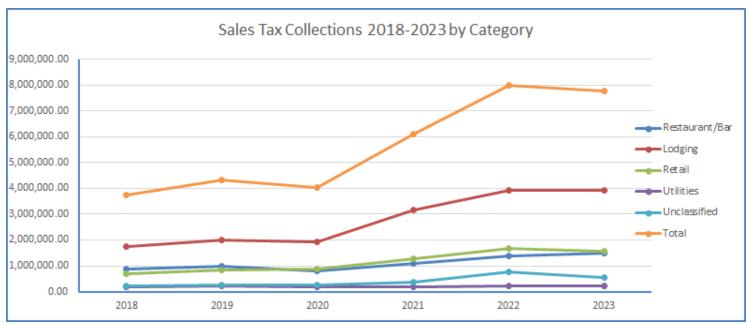
Sales Tax

The table below reflects actual sales tax collections through December 31, 2023, which represent November 2023 sales tax remittances. Sales taxes are collected one month in arrears. The year-to-date financial statements through December 2023 include accrued December sales tax amounts based on prior year amounts. These amounts are trued up when collected in January.

				Т	ах	Collecti	on	Summa	ry						
4.5% Tax	N	lovember 2018	N	ovember 2019	N	ovember 2020	N	ovember 2021	N	ovember 2022	N	ovember 2023	2023-202 % chang		2023-2018 % change
Restaurant/Bar	\$	16,247	\$	8,041	\$	18,348	\$	19,806	\$	19,892	\$	16,898	-15.05	%	4.00%
Lodging		19,713		16,287		43,237		80,507		63,595		57,946	-8.88	%	193.94%
Retail		35,568		51,105		63,671		69,750		81,101		74,220	-8.48	%	108.67%
Utilities		21,393		18,795		17,480		19,528		25,475		17,610	-30.87	%	-17.68%
Unclassified		15,579		14,029		15,673		23,421		28,541		62,527	119.08	%	301.35%
Total	\$	108,500	\$	108,257	\$	158,409	\$	213,012	\$	218,603	\$	229,200	4.85	%	111.24%
4.5% Tax		YTD 2018		YTD 2019		YTD 2020		YTD 2021		YTD 2022		YTD 2023	2023-202 % chang		2023-2018 % change
Restaurant/Bar	\$	876,382	\$	980,416	\$	783,384	\$	1,082,827	\$	1,396,412	\$	1,479,603	5.96	%	68.83%
Lodging		1,760,999		1,989,139		1,922,812		3,151,668		3,920,372		3,925,141	0.12	%	122.89%
Retail		694,952		854,979		886,840		1,289,983		1,680,741		1,579,009	-6.05	%	127.21%
Utilities		198,603		212,694		185,583		192,004		220,764		232,569	5.35	%	17.10%
Unclassified		225,221		265,957		253,709		368,061		752,629		542,111	-27.97	%	140.70%
Total	\$	3,756,157	\$ -	4,303,186	\$	4,032,327	\$	6,084,542	\$	7,970,918	\$	7,758,432	-2.67	%	106.55%







Tourism Fund

Business license fees of \$394,735 are over budget (11%). Penalties of \$12,359 were collected and transferred to the General Fund.

2023 restaurant taxes totaling \$661,183 have been recorded and will be tendered to the airline guarantee program less a 2% administrative fee. Lodging taxes totaling \$3.5 million have been recorded and ½ of the lodging tax, less a 2% administrative fee, will be tendered to the airline guarantee program.

Lodging taxes are over prior year by .2% and over budget by 4.1%. Restaurant taxes are over prior year and budget by 6.6% and 3.2%, respectively.

	2019	2020	2021	2022	2023	2022	2023	Budget
	Activity	Activity	Activity	Activity	Activity	Var %	Budget (1)	Var %
	(4%)	(4%)	(4%)	(4%)	(4%)			
January	300,246	325,337	272,725	523,260	591,486	13.04%	544,596	7.93%
February	310,947	334,936	358,584	700,805	708,132	1.05%	679,751	4.01%
March	401,256	212,698	476,051	759,281	722,313	-4.87%	743,353	-2.91%
April	17,822	855	40,874	33,263	32,204	-3.19%	43,727	-35.78%
May	24,335	784	51,474	81,855	33,735	-58.79%	59,627	-76.75%
June	139,428	55,426	229,731	239,859	254,544	6.12%	218,633	14.11%
July	196,062	242,927	412,650	371,297	367,082	-1.14%	349,813	4.70%
August	160,993	226,805	336,701	294,342	313,933	6.66%	274,285	12.63%
September	158,287	173,096	323,713	299,591	289,587	-3.34%	250,435	13.52%
October	46,789	94,985	133,675	123,341	121,585	-1.42%	115,279	5.19%
November	14,761	38,597	71,435	55,744	54,734	-1.4276	67,578	-23.47%
December	-		553,765		34,734	-100.00%		
Total	295,803 2,066,729	266,888 1,973,334	3,261,375	537,068 4,019,707	3,489,333		628,074 3,975,151	NA -13.92%
Tax Base	51,668,223	49,333,357	81,534,381	100,492,663	87,233,333	-13.19%	99,378,775	-13.92%
Tax Dasc	31,000,223	47,000,007	01,554,501	100,472,005	01,200,000		77,570,773	
	2010		_	olorado Restaura			2023	Pudgot
	2019 Activity	2020	2021	2022	2023	2022	2023	Budget
	2019 Activity (2%)		_				2023 Budget (1)	Budget Var %
	Activity	2020 Activity	2021	2022	2023 Activity	2022		
January	Activity	2020 Activity	2021	2022	2023 Activity	2022		
January February	Activity (2%)	2020 Activity (2%)	2021 Activity (2%)	2022 Activity (2%)	2023 Activity (2%)	2022 Var %	Budget (1)	Var %
	Activity (2%)	2020 Activity (2%)	2021 Activity (2%) 45,706	2022 Activity (2%)	2023 Activity (2%)	2022 Var %	Budget (1) 79,057	Var %
February March	Activity (2%) 62,864 66,720	2020 Activity (2%) 73,576 76,476	2021 Activity (2%) 45,706 59,659	2022 Activity (2%) 76,624 104,748	2023 Activity (2%) 92,994 114,079	2022 Var % 21.36% 8.91%	79,057 108,337	Var % 14.99% 5.03%
February	Activity (2%) 62,864 66,720 87,671	2020 Activity (2%) 73,576 76,476 50,565	2021 Activity (2%) 45,706 59,659 82,463	2022 Activity (2%) 76,624 104,748 126,092	2023 Activity (2%) 92,994 114,079 130,164 3,718	2022 Var % 21.36% 8.91% 3.23%	79,057 108,337 130,298 4,392	Var % 14.99% 5.03% -0.10%
February March April	Activity (2%) 62,864 66,720 87,671 7,364	2020 Activity (2%) 73,576 76,476 50,565 85	2021 Activity (2%) 45,706 59,659 82,463 5,733	2022 Activity (2%) 76,624 104,748 126,092 4,195	2023 Activity (2%) 92,994 114,079 130,164	2022 Var % 21.36% 8.91% 3.23% -11.37%	79,057 108,337 130,298 4,392 5,856	14.99% 5.03% -0.10% -18.13%
February March April May June	Activity (2%) 62,864 66,720 87,671 7,364 4,299	2020 Activity (2%) 73,576 76,476 50,565 85 553	2021 Activity (2%) 45,706 59,659 82,463 5,733 6,196	2022 Activity (2%) 76,624 104,748 126,092 4,195 5,901 60,810	2023 Activity (2%) 92,994 114,079 130,164 3,718 5,561 56,540	2022 Var % 21.36% 8.91% 3.23% -11.37% -5.76%	79,057 108,337 130,298 4,392	14.99% 5.03% -0.10% -18.13% -5.30%
February March April May	Activity (2%) 62,864 66,720 87,671 7,364 4,299 38,614	2020 Activity (2%) 73,576 76,476 50,565 85 553 9,040	2021 Activity (2%) 45,706 59,659 82,463 5,733 6,196 55,645	2022 Activity (2%) 76,624 104,748 126,092 4,195 5,901	2023 Activity (2%) 92,994 114,079 130,164 3,718 5,561	2022 Var % 21.36% 8.91% 3.23% -11.37% -5.76% -7.02%	79,057 108,337 130,298 4,392 5,856 62,953	14.99% 5.03% -0.10% -18.13% -5.30% -11.34%
February March April May June July	Activity (2%) 62,864 66,720 87,671 7,364 4,299 38,614 60,113 44,673	2020 Activity (2%) 73,576 76,476 50,565 85 553 9,040 37,654	2021 Activity (2%) 45,706 59,659 82,463 5,733 6,196 55,645 66,892 61,744	2022 Activity (2%) 76,624 104,748 126,092 4,195 5,901 60,810 74,492	2023 Activity (2%) 92,994 114,079 130,164 3,718 5,561 56,540 80,968	2022 Var % 21.36% 8.91% 3.23% -11.37% -5.76% -7.02% 8.69%	79,057 108,337 130,298 4,392 5,856 62,953 76,861	14.99% 5.03% -0.10% -18.13% -5.30% -11.34% 5.07%
February March April May June July August	Activity (2%) 62,864 66,720 87,671 7,364 4,299 38,614 60,113 44,673 42,922	2020 Activity (2%) 73,576 76,476 50,565 85 553 9,040 37,654 37,777 32,718	2021 Activity (2%) 45,706 59,659 82,463 5,733 6,196 55,645 66,892 61,744 62,772	2022 Activity (2%) 76,624 104,748 126,092 4,195 5,901 60,810 74,492 67,110 64,352	2023 Activity (2%) 92,994 114,079 130,164 3,718 5,561 56,540 80,968 67,769 70,176	2022 Var % 21.36% 8.91% 3.23% -11.37% -5.76% -7.02% 8.69% 0.98% 9.05%	79,057 108,337 130,298 4,392 5,856 62,953 76,861 69,541 65,881	14.99% 5.03% -0.10% -18.13% -5.30% -11.34% 5.07% -2.61% 6.12%
February March April May June July August September October	Activity (2%) 62,864 66,720 87,671 7,364 4,299 38,614 60,113 44,673 42,922 17,657	2020 Activity (2%) 73,576 76,476 50,565 85 553 9,040 37,654 37,777 32,718 19,674	2021 Activity (2%) 45,706 59,659 82,463 5,733 6,196 55,645 66,892 61,744 62,772 25,593	2022 Activity (2%) 76,624 104,748 126,092 4,195 5,901 60,810 74,492 67,110 64,352 27,132	2023 Activity (2%) 92,994 114,079 130,164 3,718 5,561 56,540 80,968 67,769 70,176 31,489	2022 Var % 21.36% 8.91% 3.23% -11.37% -5.76% -7.02% 8.69% 0.98% 9.05% 16.06%	79,057 108,337 130,298 4,392 5,856 62,953 76,861 69,541 65,881 27,816	14.99% 5.03% -0.10% -18.13% -5.30% -11.34% 5.07% -2.61% 6.12% 11.66%
February March April May June July August September October November	Activity (2%) 62,864 66,720 87,671 7,364 4,299 38,614 60,113 44,673 42,922 17,657 3,503	2020 Activity (2%) 73,576 76,476 50,565 85 553 9,040 37,654 37,777 32,718 19,674 8,215	2021 Activity (2%) 45,706 59,659 82,463 5,733 6,196 55,645 66,892 61,744 62,772 25,593 8,777	2022 Activity (2%) 76,624 104,748 126,092 4,195 5,901 60,810 74,492 67,110 64,352 27,132 8,854	2023 Activity (2%) 92,994 114,079 130,164 3,718 5,561 56,540 80,968 67,769 70,176	2022 Var % 21.36% 8.91% 3.23% -11.37% -5.76% -7.02% 8.69% 0.98% 9.05% 16.06% -12.75%	79,057 108,337 130,298 4,392 5,856 62,953 76,861 69,541 65,881 27,816 8,784	14.99% 5.03% -0.10% -18.13% -5.30% -11.34% 5.07% -2.61% 6.12% 11.66% -13.71%
February March April May June July August September October	Activity (2%) 62,864 66,720 87,671 7,364 4,299 38,614 60,113 44,673 42,922 17,657	2020 Activity (2%) 73,576 76,476 50,565 85 553 9,040 37,654 37,777 32,718 19,674	2021 Activity (2%) 45,706 59,659 82,463 5,733 6,196 55,645 66,892 61,744 62,772 25,593	2022 Activity (2%) 76,624 104,748 126,092 4,195 5,901 60,810 74,492 67,110 64,352 27,132	2023 Activity (2%) 92,994 114,079 130,164 3,718 5,561 56,540 80,968 67,769 70,176 31,489 7,725	2022 Var % 21.36% 8.91% 3.23% -11.37% -5.76% -7.02% 8.69% 0.98% 9.05% 16.06%	79,057 108,337 130,298 4,392 5,856 62,953 76,861 69,541 65,881 27,816	14.99% 5.03% -0.10% -18.13% -5.30% -11.34% 5.07% -2.61% 6.12% 11.66%

Town of Mountain Village Monthly Revenue and Expenditure Report

December		2023					2022 2021		2020	
		Budget	Budget	Budget	Annual	Budget				
	Actual YTD	YTD	Variance	Variance	Budget	Balance	Actual YTD	Actual YTD	Actual YTD	
General Fund			(\$)	(%)						
Revenues										
Charges for Services	\$ 517,507	\$ 486,328	\$ 31,179	6.41% \$	486,328	\$ (31,179)		\$ 738,211	\$ 302,874	
Contributions	2,319	173,340	(171,021)	-98.66%	173,340	171,021	98,955	86,252	145,915	
Fines and Forfeits	3,520	7,576	(4,056)	-53.54%	7,576	4,056	84,298	3,248	68,175	
Interest Income	983,260	379,000	604,260	159.44%	379,000	(604,260)	(219,769)	(47,411)	190,386	
Intergovernmental	486,653	449,736	36,917	8.21%	449,736	(36,917)	405,302	512,565	572,124	
Licenses and Permits	562,453	522,950	39,503	7.55%	522,950	(39,503)	643,865	650,385	395,985	
Miscellaneous Revenues	244,392	300,054	(55,662)	-18.55%	300,054	55,662	156,638	249,683	733,732	
Taxes and Assessments	14,512,960	14,234,695	278,265	1.95%	14,234,695	(278,265)	15,232,058	12,851,738	9,733,930	
Total Revenues	17,313,064	16,553,679	759,385	4.59%	16,553,679	(759,385)	17,097,952	15,044,671	12,143,121	
Operating Expenses										
Legislation & Council	151,225	192,781	(41,556)	-21.56%	192,781	41,556	148,023	124,693	78,447	
Town Manager	610,095	669,961	(59,866)	-8.94%	669,961	59,866	461,358	683,532	298,504	
Town Clerk's Office	315,670	365,393	(49,723)	-13.61%	365,393	49,723	307,341	289,444	333,421	
Finance	1,138,860	1,285,379	(146,519)	-11.40%	1,285,379	146,519	1,127,303	937,166	914,710	
Technical	463,460	614,519	(151,059)	-24.58%	614,519	151,059	493,136	392,969	415,883	
Human Resources	544,563	577,421	(32,858)	-5.69%	577,421	32,858	464,652	342,943	357,350	
Town Attorney	280,765	604,082	(323,317)	-53.52%	604,082	323,317	439,722	217,380	330,138	
Communications and Business Development	420,456	504,192	(83,736)	-16.61%	504,192	83,736	536,908	514,664	1,462,463	
Municipal Court	36,778	40,224	(3,446)	-8.57%	40,224	3,446	36,772	27,765	32,026	
Police Department	1,457,374	1,617,307	(159,933)	-9.89%	1,617,307	159,933	1,080,204	1,013,330	969,254	
Community Services	50,966	59,949	(8,983)	-14.98%	59,949	8,983	47,026	59,548	51,315	
Community Grants and Contributions	801,038	801,038	-	0.00%	801,038	-	133,650	112,338	120,370	
Roads and Bridges	1,210,393	1,395,124	(184,731)	-13.24%	1,395,124	184,731	1,068,950	978,600	775,945	
Vehicle Maintenance	505,625	517,954	(12,329)	-2.38%	517,954	12,329	518,461	460,805	410,962	
Municipal Bus	333,754	464,986	(131,232)	-28.22%	464,986	131,232	295,620	228,506	295,158	
Employee Shuttle	-	-	-	NA	-	-	-	33,222	41,663	
Parks & Recreation	585,831	661,776	(75,945)	-11.48%	661,776	75,945	526,569	437,359	400,381	
Plaza Services	1,797,664	2,132,630	(334,966)	-15.71%	2,132,630	334,966	1,591,518	1,317,808	1,175,247	
Public Refuse Removal	56,910	74,743	(17,833)	-23.86%	74,743	17,833	64,702	64,486	62,742	
Building/Facility Maintenance	260,102	386,002	(125,900)	-32.62%	386,002	125,900	486,870	289,125	240,966	
Building Division	482,824	686,659	(203,835)	-29.69%	686,659	203,835	449,053	486,405	324,810	
Housing Division Office	-	-	-	NA	-	-	59,240	75,839	22,182	
Planning and Zoning Division	896,393	1,322,125	(425,732)	-32.20%	1,322,125	425,732	771,078	581,040	279,860	
Contingency Total Operating Expenses	12,400,746	95,000 15,069,245	(95,000)	-100.00% -17.71%	95,000 15,069,245	95,000 2,668,499	11,108,156	9,668,967	9,393,797	
Surplus / Deficit	4,912,318	1,484,434	3,427,884	230.92%	1,484,434	(3,427,884)	5,989,796	5,375,704	2,749,324	
Surpius / Dencii	4,912,318	1,464,434	3,427,884	230.92%	1,464,434	(3,427,004)	3,989,796	3,373,704	2,749,324	
Capital Outlay	152,361	647,200	(494,839)	-76.46%	647,200	494,839	2,572,313	226,182	21,481	
Surplus / Deficit	4,759,957	837,234	3,922,723	468.53%	837,234	(3,922,723)	3,417,483	5,149,522	2,727,843	
Other Sources and Uses										
Sale of Assets	19,923	-	19,923	NA	-	(19,923)	558	-	-	
Insurance Claim Proceeds	-	-	, -	NA	-		11,449	13,410	-	
Transfer (To) From Affordable Housing	(999,106)	(980,595)	(18,511)	1.89%	(980,595)	18,511	(1,029,571)	(803,876)	(524,406)	
Transfer (To) From Affordable Housing-Other	(3,430,000)	(6,047,801)	2,617,801	-43.29%	(6,047,801)	(2,617,801)	-	75,586	22,182	
Transfer (To) From Broadband	6,144,290	6,077,628	66,662	1.10%	6,077,628	(66,662)	-	(592,515)	(1,610,148)	
Transfer (To) From Child Development	(107,819)	(104,384)	(3,435)	3.29%	(104,384)	3,435	(200,838)		(124,813)	
Transfer (To) From Capital Projects	(1,934,833)	(2,647,386)	712,553	-26.92%	(2,647,386)	(712,553)	(1,136,514)	(79,765)	(51,701)	
Transfer (To) From Debt Service	20,716	25,000	(4,284)	-17.14%	25,000	4,284	21,440	23,976	(666,709	
Transfer (To) From Overhead Allocation	714,547	720,106	(5,559)	-0.77%	720,106	5,559	605,996	660,364	573,280	
Transfer (To) From Parking Services	-	(54,129)		-100.00%	(54,129)	(54,129)	455,803	-	-	
Transfer (To) From Conference Center	(117,368)	(257,246)	139,878	-54.38%	(257,246)	(139,878)	(306,639)	(233,360)	(211,666)	
Transfer (To) From Tourism	141,291	136,177	5,114	3.76%	136,177	(5,114)	109,710	100,857	67,643	
Transfer (To) From Vehicle/Equipment	(292,744)	(398,582)	105,838	-26.55%	(398,582)	(105,838)	(333,518)	(240,872)	(109,221	
Transfer (To) From Water/Sewer	150.005	(2.521.212	- 2 (00 100	NA 104 500/	(2.521.212)	(2.000.100)	(1.000.10.0	(1.160.121)	(2.625.550)	
Total Other Sources and Uses	158,897	(3,531,212)	3,690,109	-104.50%	(3,531,212)	(3,690,109)	(1,802,124)	(1,169,421)	(2,635,558)	
Surplus / Deficit	\$ 4,918,854	\$ (2,693,978)	\$ 7,612,832	-282.59% \$	(2,693,978)	\$ (7,612,832)	\$ 1,615,359	\$ 3,980,101	\$ 92,285	

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

General Fund

Beginning Fund Balance Components	Actual YTD	Annual Budget
Emergency Reserve	\$ 5,989,213	\$ 5,274,236
Energy Mitigation Funds	162,609	162,609
Unreserved	13,239,533	12,261,846
Beginning Fund Balance	\$ 19,391,355	\$ 17,698,691
YTD Ending Fund Balance Components		
Emergency Reserve	\$ 5,989,213	\$ 5,274,236
Unreserved	18,320,996	9,730,477
Ending Fund Balance	\$ 24,310,209	\$ 15,004,713

Revenues

Taxes & Assessments - 98.5% of the annual budget for property taxes has been collected. Specific Ownership taxes are over budget \$16,830. Sales tax is \$154,133 or 1.7% over budget. Construction use tax collections are \$110,000 or 18% over budget.

Licenses & Permits - Construction permits are over budget by \$9,448. Construction parking fees through the year are \$17,150 or 38% over budget.

Intergovernmental - Intergovernmental revenues are over budget in Road & Bridge taxes by \$14,414 and Gondola planning intergovernmental revenues are \$6,232 over budget.

Charges for Services - Development DRB and planning fees are over budget by \$60,133 but \$68,437 under last year.

Fines & Forfeitures - Fines are under budget by \$4,056 due to building fines coming in under budget.

Investment Income - Investment income is increasing due to increasing interest rates, and is over budget by \$179,260. However, at year end the market adjustment for our bond portfolio will be net against investment income bringing it closer to the budget for the year.

Miscellaneous Revenues - Plaza and vending carts rents are over budget \$30,056 offset by grant revenues coming in under budget due to the timing of receipts.

Contributions - A small amount of TMVOA environmental services contributions have been received.

Top Ten Budget Variances

Under Budget

Planning & Zoning - \$425,732 Significant savings in personnel costs due to vacancies, master planning, GIS software, and printing and binding. Forestry management is also under budget due to the timing of invoicing.

Plaza Services - \$334,966 Under budget in personnel expenses, planter/paver repairs and utilities due to the timing of invoicing.

Town Attorney - \$323,31 Under budget in litigation and general legal expenses.

Building Division - \$203,835 Under budget due to mainly to solar and environmental incentives and energy mitigation expenses.

Road & Bridge - \$184,731 Under budget mainly in personnel costs and paving repairs.

Police Department - \$159,933 Under budget in personnel expenses due to vacancies early in the year and training expenses.

Technical - \$151,059 Under budget primarily in personnel costs and certain support fees.

Finance - \$146,519 Under budget in personnel costs due to vacancy and support/licensing fees.

Municipal Bus - \$131,232 - Under budget in employee costs.

Facility Maintenance - \$125,900 Under budget due to delays in several large repairs including HVAC systems, Prospect Plaza window replacement, and boiler/snow melt repairs.

Town of Mountain Village Monthly Revenue and Expenditure Report December

			20	123			2022	2021	2020
	Actual	Budget	Budget	Budget	Annual	Budget	Actual	Actual	Actual
	YTD	YTD	Variance	Variance	Budget	Balance	YTD	YTD	YTD
			(\$)	(%)					
Tourism Fund									
Revenues									
Business License Fees	\$ 399,889	\$ 362,500	\$ 37,389	10.31%	\$ 362,500	\$ (37,389)		\$ 351,156	\$ 325,964
Lodging Taxes - Condos/Homes	2,792,749	2,764,164	28,585	1.03%	2,764,164	(28,585)	2,795,146	2,244,364	1,205,168
Lodging Taxes - Hotels	1,202,717	1,210,987	(8,270)	-0.68%	1,210,987	8,270	1,224,560	1,005,419	761,487
Lodging Taxes - Prior Year	11,431	11,431	-	0.00%	11,431	-	423	6,678	3,286
Penalties and Interest	22,208	20,000	2,208	11.04%	20,000	(2,208)	33,200	19,914	13,297
Restaurant Taxes	744,870	732,009	12,861	1.76%	732,009	(12,861)	709,058	550,880	385,851
Restaurant Taxes - Prior Year	2,727	2,727	-	0.00%	2,727	-	2,832	442	1,103
Total Revenues	5,176,590	5,103,818	72,772	1.43%	5,103,818	(72,772)	5,139,458	4,178,852	2,696,156
Tourism Funding									
Additional Funding	-	-	-	NA	-	-	-	-	-
General Operating Expense	266,896	356,864	(89,968)	-25.21%	356,864	89,968	585	-	-
Airline Guaranty Funding	2,696,024	2,673,466	22,558	0.84%	2,673,466	(22,558)	2,648,733	2,135,961	1,344,486
Marketing Funding	1,668,333	1,715,000	(46,667)	-2.72%	1,715,000	46,667	1,498,700	-	-
MTI Funding	_	-	-	NA	-	-	_	1,942,034	1,281,527
Total Tourism Funding	4,631,253	4,745,330	(114,077)	-2.40%	4,745,330	114,077	4,148,018	4,077,995	2,626,013
Surplus / Deficit	545,337	358,488	186,849	52.12%	358,488	(186,849)	991,440	100,857	70,143
Administrative Fees									
Audit Fees	-	2,500	(2,500)	-100.00%	2,500	2,500	2,500	-	2,500
Total Administrative Fees	-	2,500	(2,500)	-100.00%	2,500	2,500	2,500	-	2,500
Surplus / Deficit	545,337	355,988	189,349	53.19%	355,988	(189,349)	988,940	100,857	67,643
Other Sources and Uses									
Transfer (To) From Other Funds	(141,291)	(136,177)	(5,114)	3.76%	(136,177)	5,114	(109,710)	(100,857)	(67,643)
Total Other Sources and Uses	(141,291)	(136,177)	(5,114)	3.76%	(136,177)	5,114	(109,710)	(100,857)	(67,643)
Surplus / Deficit	404,046	219,811	184,235		219,811	(184,235)	879,230	-	-
Beginning Fund Balance	879,230	520,382			520,382		-	-	-
Ending Fund Balance	\$ 1,283,276	\$ 740,193			\$ 740,193		\$ 879,230	\$ -	\$ -

December

2000			202		2022	2021	2020		
			Budget	Budget	Annual	Budget			
	Actual YTD	Budget YTD	Variance	Variance	Budget	Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
Parking Services Fund									
Revenues									
EV Station Revenues	3,146	,	646	25.84%	2,500	(646)	1,517	-	-
Fines and Forfeits	70,425		8,425	13.59%	62,000	(8,425)	55,932	55,889	20,995
Gondola Parking Garage	193,980	151,000	42,980	28.46%	151,000	(42,980)	128,316	129,528	109,581
Grant Revenues	-	-	-	NA	-	-	20,000	-	-
Heritage Parking Garage	293,368	260,000	33,368	12.83%	260,000	(33,368)	258,402	267,109	202,151
Parking in Lieu Buyouts		-	-	NA	-	-	62,500	13,000	130,000
Parking Meter Revenues	30,296	,	296	0.99%	30,000	(296)	35,495	37,304	20,544
Parking Permits	95,795	,	57,795	152.09%	38,000	(57,795)	17,155	11,050	7,450
Special Event Parking	124,839		-	0.00%	124,839	-	118,566	-	
Total Revenues	811,849	668,339	143,510	21.47%	668,339	(143,510)	697,883	513,880	490,721
Operating Expenses									
Other Operating Expenses	94,157	115,000	(20,843)	-18.12%	115,000	20,843	70,773	25,745	12,507
Personnel Expenses	137,639	190,817	(53,178)	-27.87%	190,817	53,178	100,198	146,166	111,064
Gondola Parking Garage	89,955	99,469	(9,514)	-9.56%	99,469	9,514	49,279	94,947	39,030
Surface Lots	106,479	115,400	(8,921)	-7.73%	115,400	8,921	81,155	12,442	18,655
Heritage Parking Garage	108,193		(22,137)	-16.99%	130,330	22,137	80,742	100,795	71,848
Meadows Parking	1,000		-	0.00%	1,000	-	1,000	1,000	1,000
Total Operating Expenses	537,423		(114,593)	-17.58%	652,016	114,593	383,147	381,095	254,104
Surplus / Deficit	274,426	16,323	258,103	1581.22%	16,323	(258,103)	314,736	132,785	236,617
Capital									
Capital	328,959	337,500	(8,541)	-2.53%	337,500	8,541	458,323	54,997	5,415
Surplus / Deficit	(54,533	(321,177)	266,644	-83.02%	(321,177)	(266,644)	(143,587)	77,788	231,202
Other Sources and Uses									
Sale of Assets		-	-	NA	-	-	-	-	-
Insurance Proceeds		-	-	NA	-	-	-	15,345	-
Overhead Allocation	(60,496	(60,496)	-	0.00%	(60,496)	-	(50,365)	(38,298)	(33,620)
Transfer (To) From General Fund		54,129	(54,129)	-100.00%	54,129	54,129	(455,803)	-	
Total Other Sources and Uses	(60,496	(6,367)	(54,129)	850.15%	(6,367)	54,129	(506,168)	(22,953)	(33,620)
Surplus / Deficit	\$ (115,029) \$ (327,544)	\$ -	0.00% \$	(327,544) \$	(212,515)	\$ (649,755)	\$ 54,835	\$ 197,582
Beginning Fund Balance	\$ 327,542	\$ 173,165	\$ 154,377						
Ending Fund Balance	\$ 212,513								
Enums runu Dalante	ψ 212,313	ψ (154,575)	ψ 500,092						

Parking revenues are over budget by 21.47% due in part to the implementation of new parking rates in December. HPG revenues are over budget 12.8% and over prior year 13.5%. Parking meter (surface lots) revenues are over budget 1.0% and under prior year 14.7%. GPG is over budget 28.5% and over prior year by 51.2%. Parking fines are over budget 13.6%, and over prior year 25.9%. General expenses are under budget in personnel costs and signage. GPG expenses are under budget in maintenance, supplies and utilities offset major repairs to the elevator. Surface lots are over budget in maintenance and leases. HPG has budget savings in credit card processing fees and maintenance. Capital expenses are for the GPG expansion project, GPG structural coating, and the skid steer equipment exchange.

Town of Mountain Village Monthly Revenue and Expenditure Report December

Beelinger			2023					2022 2021	
	L	Budget	Budget	Budget	Annual	Budget			2020
	Actual YTD	_	Variance	Variance	Budget	Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
Gondola Fund				, ,					
Revenues									
Capital/MR&R Grant Funding	\$ 64,000	\$ 64,000	\$ -	0.00% \$	64,000	\$ -	\$ 44,004	\$ -	\$ -
Event Operations Funding	(546)	-	(546)	NA	-	546	11,200	6,124	6,831
Event Operations Funding - TOT	36,000	36,000	-	0.00%	36,000	-	36,000	36,000	36,000
Miscellaneous Revenues	100	-	100	NA	-	(100)	95	-	788
Operations Grant Funding	133,354	133,000	354	0.27%	133,000	(354)	196,148	2,656,532	1,195,511
Sale of Assets	-	-	-	NA	-	-	-	-	-
Van Rider Revenues	4,750	4,300	450	10.47%	4,300	(450)	4,366	-	-
Insurance Proceeds	-	-	-	NA	-	-	-	-	-
TSG 1% Lift Sales	201,114	244,899	(43,785)	-17.88%	244,899	43,785	244,363	215,902	146,951
TMVOA Operating Contributions	4,363,961	4,889,154	(525,193)	-10.74%	4,889,154	525,193	4,171,071	1,315,701	2,707,744
TMVOA Capital/MR&R Contributions	396,829	403,612	(6,783)	-1.68%	403,612	6,783	263,051	689,110	168,295
Total Revenues	5,199,562	5,774,965	(575,403)	-9.96%	5,774,965	575,403	4,970,298	4,919,369	4,262,119
Operating Expenses									
Overhead Allocation Transfer	34,441	40,000	(5,559)	-13.90%	40,000	5,559	35,526	29,636	32,249
MAARS	67,141	79,417	(12,276)	-15.46%	79,417	12,276	68,962	68,674	70,301
Chondola	149,676	218,419	(68,743)	-31.47%	218,419	68,743	182,920	155,554	167,757
Operations	2,375,434	2,688,699	(313,265)	-11.65%	2,688,699	313,265	2,403,718	2,157,906	2,021,581
Maintenance	1,519,743	1,621,543	(101,800)	-6.28%	1,621,543	101,800	1,498,925	1,387,002	1,393,983
FGOA	504,701	539,275	(34,574)	-6.41%	539,275	34,574	473,192	431,487	407,954
Major Repairs and Replacements	353,585	330,605	22,980	6.95%	330,605	(22,980)	223,855	285,409	155,903
Contingency	87,834	120,000	(32,166)	-26.81%	120,000	32,166	-	-	-
Total Operating Expenses	5,092,555	5,637,958	(545,403)	-9.67%	5,637,958	545,403	4,887,098	4,515,668	4,249,728
Surplus / Deficit	107,007	137,007	(30,000)	-21.90%	137,007	30,000	83,200	403,700	12,392
Capital									
Capital Outlay	107,007	137,007	(30,000)	-21.90%	137,007	30,000	83,200	403,700	12,392
Surplus / Deficit	\$ -	\$ -	\$ -	NA :	\$ -	\$ 0	\$ -	\$ -	\$ (0)

The gondola fund expenditures are 9.7% under budget. MAARS is under budget in personnel expenses and supplies. Chondola is under budget in personnel expenses, Telski labor and Telski terminal rebuild. Gondola ops is under budget in salaries and wages and group insurance. Gondola Maintenance is under in personnel costs and supplies. FGOA is under budget in technical support, communications and utilities. The contingency expense is related to landslide remediation work. There have been expenditures for Bull Wheel replacement, cabin window buffing, a new vehicle, boiler replacement, fiber optics, and station upgrades to date.

Town of Mountain Village Monthly Revenue and Expenditure Report December

Бесетбег			2022	2021	2020				
L	Actual	Budget	202 Budget	Budget	Annual	Budget	Actual	Actual	Actual
	YTD	YTD	Variance	Variance Variance	Budget	Balance	YTD	YTD	YTD
-	110	110	(\$)	(%)	Duuget	Dalance	ווע	110	110
Child Development Fund			(3)	(70)					
Revenues									
Infant Care Fees	\$ 85,037	\$ 82,104	2,933	3.57%	\$ 82,104	\$ (2,933)	\$ 53,184	\$ 67,518	\$ 52,792
Toddler Care Fees	113,795	115,045	(1,250)	-1.09%	115,045	1,250	110,869	109,025	98,239
Preschool Fees	161,068	160,820	248	0.15%	160,820	(248)	122,809	131,767	115,098
Fundraising Revenues - Infant	2,914	3,550	(636)	-17.92%	3,550	636	3,626	-	-
Fundraising Revenues - Preschool	3,689	5,000	(1,311)	-26.22%	5,000	1,311	4,426	-	165
Fundraising Revenues - Toddler	3,364	8,450	(5,086)	-60.19%	8,450	5,086	4,626	105	285
Grant Revenues - Infant	41,200	41,200	-	0.00%	41,200	· -	36,606	61,291	41,067
Grant Revenues - Preschool	45,100	45,000	100	0.22%	45,000	(100)	40,770	44,767	30,543
Grant Revenues - Toddler	48,700	48,700	-	0.00%	48,700	` -	41,375	98,286	55,195
COEC Funds - Infant	· -	15,000	(15,000)	-100.00%	15,000	15,000	_	· -	15,000
COEC Funds - Toddler	_	15,000	(15,000)	-100.00%	15,000	15,000	-	-	15,000
Other Grant Funding	112,526	112,525	1	0.00%	112,525	(1)	340,599	-	_
Total Revenues	617,393	652,394	(35,001)	-5.37%	652,394	35,001	758,890	512,759	423,384
0 4 5									
Operating Expenses	50.010	46.445	11.551	25.240/	46.445	(11.551)	50.005	41.601	45.064
Toddler Care Other Expense	58,218	46,447	11,771	25.34%	46,447	(11,771)	52,205	41,681	47,264
Toddler Care Personnel Expense	182,893	224,049	(41,156)	-18.37%	224,049	41,156	185,893	238,587	238,742
Infant Care Other Expense	32,559	23,281	9,278	39.85%	23,281	(9,278)	24,312	24,348	14,657
Infant Care Personnel Expense	177,207	171,675	5,532	3.22%	171,675	(5,532)	134,847	121,992	98,520
Preschool Other Expense	49,785	45,752	4,033	8.81%	45,752	(4,033)	47,016	44,989	35,069
Preschool Personnel Expense	181,719	204,092	(22,373)	-10.96%	204,092	22,373	172,031	134,388	113,945
Total Operating Expenses	682,381	715,296	(32,915)	-4.60%	715,296	32,915	616,304	605,985	548,197
Surplus / Deficit	(64,988)	(62,902)	(2,086)	3.32%	(62,902)	2,086	142,586	(93,226)	(124,813)
Capital									
Capital Outlay	42,849	41,500	1,349	3.25%	41,500	(1,349)	343,406	-	-
Total Capital	42,849	41,500	1,349	3.25%	41,500	(1,349)	343,406	-	-
Surplus / Deficit	(107,837)	(104,402)	(3,435)	3.29%	(104,402)		(200,820)	(93,226)	(124,813)
Other Sources and Uses									
Grants/Contributions	_	-	-	NA	-	-	-	_	-
Transfer (To) From General Fund	107,819	104,384	(3,435)	-3.29%	104,384	(3,435)	200,838	93,226	124,813
Total Other Sources and Uses	107,819	104,384	(3,435)	-3.29%	104,384	(3,435)	200,838	93,226	124,813
Surplus / Deficit	\$ (18)	\$ (18)	\$ -	0.00%	\$ (18)	\$ (3,435)	\$ 18	\$ -	\$ -

Child Development revenues are under budget by \$35,000. This is due to operating grant revenues being under budget. Operating expenses are \$32,915 under budget, due to Toddler and Preschool personnel costs coming in under budget offset by Infant care wages and increased operating costs across departments. The program has required \$107,819 in funding from the General Fund in 2023.

Town of Mountain Village Monthly Revenue and Expenditure Report December

Beeinbei		2023							2020
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	2022 Actual YTD	2021 Actual YTD	Actual YTD
			(\$)	(%)					
Water & Sewer Fund									
Revenues									
Mountain Village Water and Sewer	\$ 4,074,507	\$ 3,738,251	\$ 336,256	9.00% \$	3,738,251 \$	(336,256)	3,613,293	\$ 3,258,711	\$ 3,092,490
Other Revenues	16,082	8,650	7,432	85.92%	8,650	(7,432)	11,515	12,489	9,741
Ski Ranches Water	389,859	378,811	11,048	2.92%	378,811	(11,048)	349,109	288,160	261,383
Skyfield Water	44,448	41,217	3,231	7.84%	41,217	(3,231)	29,703	23,698	21,163
Total Revenues	4,524,896	4,166,929	357,967	8.59%	4,166,929	(357,967)	4,003,620	3,583,058	3,384,777
Operating Expenses									
Mountain Village Sewer	745,604	987,851	(242,247)	-24.52%	987,851	242,247	690,179	733,811	600,368
Mountain Village Water	1,161,757	1,273,452	(111,695)	-8.77%	1,273,452	111,695	1,099,570	1,198,428	968,177
Ski Ranches Water	64,535	50,416	14,119	28.00%	50,416	(14,119)	34,743	23,582	28,146
Contingency		35,000	(35,000)	-100.00%	35,000	35,000	-	-	-
Total Operating Expenses	1,971,896	2,346,719	(374,823)	-15.97%	2,346,719	374,823	1,824,492	1,955,821	1,596,691
Surplus / Deficit	2,553,000	1,820,210	732,790	40.26%	1,820,210	(732,790)	2,179,128	1,627,237	1,788,086
Capital									
Capital Outlay	1,364,135	2,094,050	(729,915)	-34.86%	2,094,050	729,915	150,823	717,619	491,323
Surplus / Deficit	1,188,865	(273,840)	1,462,705	-534.15%	(273,840)	(1,462,705)	2,028,305	909,618	1,296,763
Other Sources and Uses									
Overhead Allocation Transfer	(217,971)	(217,971)	-	0.00%	(217,971)	-	(196,244)	(219,652)	(170,876)
Mountain Village Tap Fees	550,327	365,000	185,327	50.77%	365,000	(185,327)	132,984	215,840	33,680
Grants	810	-	810	NA	-	(810)	-	-	-
Ski Ranches Tap Fees	-	5,000	(5,000)	-100.00%	5,000	5,000	5,150	-	-
Skyfield Tap Fees	26,824	2,000	24,824	1241.20%	2,000	(24,824)	-	-	-
Sale of Assets	2,040	-	2,040	NA	-	(2,040)	-	-	-
Transfer (To) From General Fund		-	-	NA	-	-	-	-	-
Total Other Sources and Uses	362,030	154,029	208,001	135.04%	154,029	(208,001)	(58,110)	(3,812)	(137,196)
Surplus / Deficit	\$ 1,550,895	\$ (119,811)	\$ 1,670,706	-1394.45% \$	(119,811) \$	(1,670,706)	1,970,195	\$ 905,806	\$ 1,159,567
Beginning (Available) Fund Balance	\$ 8,452,749	\$ 6,184,082	\$ 2,268,667						
Ending (Available) Fund Balance	\$ 10,003,644	\$ 6,064,271	\$ 3,939,373						

Mountain Village water revenues are over budget in base water/sewer fees, excess water and snowmaking fees. Ski Ranch and Skyfield revenues are over budget in excess water charges. Other revenues are over budget in maintenance fees and inspection fees. TOT sewer expenditures are under budget due to the timing of invoicing and legal is under budget. Mountain Village water expenses are under budget in personnel expenses, repairs and supplies. Ski Ranch operations are due to repairs. Capital costs are for Ski Ranches, regional sewer, meter purchases, and the new SCADA equipment. Capital outlay is under budget due to the timing of meter purchases and regional sewer capital.

Town of Mountain Village Monthly Revenue and Expenditure Report December

		2023					2022	2021	2020	
		Budget	Budget	Budget	Annual	Budget		•		
	Actual YTD	YTD	Variance	Variance	Budget	Balance	Actual YTD	Actual YTD	Actual YTD	
			(\$)	(%)						
Broadband Fund									_	
Revenues										
Cable TV User Fees	\$ 325,165	\$ 317,081	\$ 8,084	2.55% \$	317,081	\$ (8,084)	\$ 581,330	\$ 846,946	\$ 975,791	
Internet User Fees	877,515	870,660	6,855	0.79%	870,660	(6,855)	1,454,064	1,326,721	1,161,287	
Other Revenues	6,691	6,275	416	6.63%	6,275	(416)	20,726	26,764	51,843	
Phone Service Fees	8,870	8,870	-	0.00%	8,870	-	18,102	27,508	35,488	
Total Revenues	1,218,241	1,202,886	15,355	1.28%	1,202,886	(15,355)	2,074,222	2,227,939	2,224,409	
Operating Expenses										
Cable TV Direct Costs	236,749	236,748	1	0.00%	236,748	(1)	407,363	729,905	793,119	
Phone Service Costs	5,539	4,834	705	14.58%	4,834	(705)	14,673	16,762	19,293	
Internet Direct Costs	173,581	173,581	-	0.00%	173,581	-	263,669	160,428	179,615	
Broadband Operations	303,077	355,014	(51,937)	-14.63%	355,014	51,937	759,343	851,367	714,711	
Total Operating Expenses	718,946	770,177	(51,231)	-6.65%	770,177	51,231	1,445,048	1,758,461	1,706,738	
Surplus / Deficit	499,295	432,709	66,586	15.39%	432,709	(66,586)	629,174	469,477	517,671	
Capital										
Capital Outlay	5,263	5,329	(66)	-1.24%	5,329	66	298,481	851,903	1,939,290	
Surplus / Deficit	494,032	427,380	66,652	15.60%	427,380	(66,652)	330,693	(382,426)	(1,421,619)	
Other Sources and Uses										
Sale of Assets	5,700,010	5,700,000	10	0.00%	5,700,000	(10)	-	-	-	
Transfer from General Fund	(6,144,290)	(6,077,628)	(66,662)	1.10%	(6,077,628)	66,662	(170,741)	-	-	
Transfer (To) From General Fund	-	-	-	NA	-	-	-	592,515	1,610,148	
Overhead Allocation Transfer	(210,441)	(210,441)	-	0.00%	(210,441)	-	-	(209,352)	(188,529)	
Total Other Sources and Uses	(654,721)	(588,069)	(66,652)	11.33%	(588,069)	66,652	(170,741)	383,163	1,421,619	
Surplus / Deficit	\$ (160,689)	\$ (160,689)	\$ -	0.00% \$	(160,689)	\$ -	\$ 159,952	\$ 737	\$ -	

Broadband revenues reflect the sale of the system August 1, 2023.

Town of Mountain Village Monthly Revenue and Expenditure Report December

			20	23			2022	2021	2020
•	Actual	Budget	Budget	Budget	Annual	Budget			
	YTD	YTD	Variance	Variance	Budget	Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
Telluride Conference Center Fund									
Revenues									
Beverage Revenues	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Catering Revenues	-	-	-	NA	-	-	-	-	-
Facility Rental	-	-	-	NA	-	-	-	-	-
Operating/Other Revenues	14,551	-	14,551	NA	-	(14,551)	-	-	-
Total Revenues	14,551	-	14,551	NA	-	(14,551)	-	-	-
Operating Expenses									
General Operations	9,039	18,000	(8,961)	-49.78%	18,000	8,961	56,003	-	4,600
Administration	78,943	111,246	(32,303)	-29.04%	111,246	32,303	140,056	119,478	107,066
Marketing	25,000	100,000	(75,000)	-75.00%	100,000	75,000	100,000	100,000	100,000
Contingency	-	-	-	NA	-	-	-	-	-
Total Operating Expenses	112,982	229,246	(116,264)	-50.72%	229,246	116,264	296,059	219,478	211,666
Surplus / Deficit	(98,431)	(229,246)	130,815	-57.06%	(229,246)	(130,815)	(296,059)	(219,478)	(211,666)
Capital Outlay/ Major R&R	18,937	28,000	(9,063)	-32.37%	28,000	9,063	10,580	13,882	-
Surplus / Deficit	(117,368)	(257,246)	139,878	-54.38%	(257,246)	(139,878)	(306,639)	(233,360)	(211,666)
Other Sources and Uses									
Damage Receipts	-	-	-	NA	-	-	-	-	-
Insurance Proceeds	-	-	-	NA	-	-	-	-	-
Sale of Assets	-	-	-	NA	-	_	-	-	-
Transfer (To) From General Fund	117,368	257,246	(139,878)	-54.38%	257,246	139,878	306,639	233,360	211,666
Overhead Allocation Transfer				NA			-		
	117,368	257,246	(139,878)	-54.38%	257,246	139,878	306,639	233,360	211,666

Expenses for the year are HOA dues, legal expenses, consulting, and contracted marketing expenses. Revenues reflect payment from TSG based on 2022 sales as outlined in the operating agreement.

Town of Mountain Village Monthly Revenue and Expenditure Report December

becember			202	3		I	2022	2021	2020
	L	Budget	Budget	Budget	Annual	Budget		2021	#V#V
	Actual YTD	YTD	Variance	Variance	Budget	Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
Affordable Housing Development Fund			(Ψ)	(70)					
Revenues									
Contributions	\$ -	\$ - \$	-	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Proceeds	-	-	-	NA	-	-	-	-	-
Rental Income	46,827	46,800	27	0.06%	46,800	(27)	45,069	36,125	34,965
Housing Application Fees	7,118	6,600	518	7.85%	6,600	(518)	7,520	-	-
Housing Mitigation Fees	71,499	60,000	11,499	19.17%	60,000	(11,499)	-	-	-
Sales Proceeds		-	-	NA	-	-	-	-	<u>-</u>
Total Revenues	125,444	113,400	12,044	10.62%	113,400	(12,044)	52,589	36,125	34,965
Expenses									
Leased Properties	-	-	-	NA	-	-	3,780	22,680	21,000
Operating Expenses	134,402	203,861	(69,459)	-34.07%	203,861	69,459	-	-	74
Norwood Property	45	-	45	NA	-	(45)	63,337	927,424	-
Lot 644	5,223,886	6,121,971	(898,085)	-14.67%	6,121,971	898,085	122,855	-	-
Prospect Unit	104,301	107,169	(2,868)	-2.68%	107,169	2,868	19,259	12,225	-
Future Housing/Density Bank	38,060	300,000	(261,940)	-87.31%	300,000	261,940	137,007	16,086	92,625
Ilium Property expenses	7,027,248	7,000,000	27,248	0.39%	7,000,000	(27,248)	-	92,625	7,341
RHA Funding	-	-	-	NA	-	-	-	2,549	16,475
Debt Service	37,374	77,500	(40,126)	-51.78%	77,500	40,126	-	-	-
Purchase/Resale Units	1,764	-	1,764	NA	-	(1,764)	111,055	-	
Total Expenses	12,567,080	13,810,501	(1,243,421)	-9.00%	13,810,501	1,243,421	457,293	1,073,589	137,515
Surplus / Deficit	(12,441,636)	(13,697,101)	(1,255,465)	9.17%	(13,697,101)	(1,255,465)	(404,704)	(1,037,464)	(102,550)
Other Sources and Uses									
Transfer (To) From MAP	-	(31,475)	31,475	-100.00%	(31,475)	(31,475)	-	(11,429)	(29,900)
Lease Financing Proceeds	7,000,000	7,000,000	-	0.00%	7,000,000	-	-	-	-
Gain or Loss on Sale of Assets	-	-	-	NA	-	-	-	14,705	(355)
Transfer (To) From General Fund - Sales Tax	999,106	980,595	18,511	1.89%	980,595	(18,511)	1,029,571	803,876	524,406
Transfer (To) From VCA	-	(1,278,263)	1,278,263	-100.00%	(1,278,263)	(1,278,263)	-	-	-
Transfer (To) From General Fund (Other)	3,430,000	6,047,801	(2,617,801)	-43.29%	6,047,801	2,617,801	-	(75,586)	(22,182)
Total Other Sources and Uses	11,429,106	12,718,658	(1,289,552)	-10.14%	12,718,658	1,289,552	1,029,571	731,566	471,969
Surplus / Deficit	\$ (1,012,530)	\$ (978,443) \$	34,087	-3.48%	\$ (978,443)	\$ 34,087	\$ 624,867	\$ (305,898)	\$ 369,419
Paginning Fund Equity Polance	¢ 2.072.522	e •	2 872 522						
Beginning Fund Equity Balance	\$ 2,872,522		2,872,522						
Ending Equity Fund Balance	\$ 1,859,992	\$ (978,443) \$	2,838,435						

Expenses consist of HOA dues, Lot 644 expenses, Ilium property expenses, general operating costs, Norwood property expenses, and maintenance and utilities on town owned properties. Operating expenses are over budget in personnel costs and legal. The Prospect unit expenses include a special assessment for new windows and exterior building repairs. Future housing expenses were originally budgeted to include the Ilium purchase. This purchase was made in September and is included in the Illium Property account. Debt service is under budget due to the timing of the debt issuance for the purchase of the Ilium property.

 $Town\ of\ Mountain\ Village\ Monthly\ Revenue\ and\ Expenditure\ Report$

December

			2023	3			2022	2021	2020
	Actual	Budget	Budget	Budget	Annual	Budget			
Village Court Apartments	YTD	YTD	Var (\$)	Var (%)	Budget	Balance	Actual	Actual	Actual
Operating Revenues					_				
Rental Income	\$ 2,371,996 \$	2,342,213 \$	29,783	1.27% \$	2,342,213 \$	(29,783)	\$ 2,278,632	\$ 2,168,836	\$ 2,109,386
Other Operating Income	110,645	118,060	(7,415)	-6.28%	118,060	7,415	79,312	96,473	127,757
Total Operating Revenue	2,482,641	2,460,273	22,368	0.91%	2,460,273	(22,368)	2,357,944	2,265,309	2,237,143
Operating Expenses									
Office Operations	228,096	287,527	(59,431)	-20.67%	287,527	59,431	210,369	194,984	150,263
General and Administrative	172,652	167,974	4,678	2.78%	167,974	(4,678)	132,837	138,888	146,785
Utilities	353,479	338,529	14,950	4.42%	338,529	(14,950)	332,430	338,465	349,738
Repair and Maintenance	535,844	657,079	(121,235)	-18.45%	657,079	121,235	537,910	559,134	481,721
Major Repairs and Replacement	172,249	222,500	(50,251)	-22.58%	222,500	50,251	99,511	120,449	160,039
Contingency	-	14,500	(14,500)	-100.00%	14,500	14,500	-	-	-
Total Operating Expenses	1,462,320	1,688,109	(225,789)	-13.38%	1,688,109	225,789	1,313,057	1,351,919	1,288,546
Surplus / (Deficit) After Operations	1,020,321	772,164	248,157	32%	772,164	(248,157)	1,044,887	913,389	948,597
Non-Operating (Income) / Expense									
Investment Earning	-	-	-	NA	_	-	_	(20)	(1,376)
Debt Service, Interest	529,308	600,261	(70,953)	-11.82%	600,261	70,953	555,774	335,317	369,833
Debt Service, Fees (Cost of Issuance)	134,806	135,000	(194)	-0.14%	135,000	194	350	111,102	418,441
Debt Service, Principal	325,000	443,079	(118,079)	-26.65%	443,079	118,079	310,000	15,000	-
Total Non-Operating (Income) / Expense	989,114	1,178,340	189,226	16.06%	1,178,340	189,226	866,124	461,399	786,898
Surplus / (Deficit) Before Capital	31,207	(406,176)	(437,383)	107.68%	(406,176)	(437,383)	178,763	451,990	161,699
Capital Spending	14,171,875	15,195,000	1,023,125	6.73%	15,195,000	1,023,125	267,291	25,943	11,105
Surplus / (Deficit)	(14,140,668)	(15,601,176)	1,460,508	-9.36%	(15,601,176)	(1,460,508)	(88,528)	426,048	150,594
Other Sources / (Uses)									
Transfer (To)/From General Fund	(191,198)	(191,198)	-	0.00%	(191,198)	-	(153,120)	(163,425)	(147,964)
Lease Financing Proceeds	15,000,000	15,000,000	-	0.00%	15,000,000	-	-	-	-
Sale of Assets	-	-	-	NA	-	-	-	-	-
Grant Revenues	-	-	-	NA	-	-	-	93,259	175,837
Transfer From AHDF	-	1,378,263	(1,378,263)	-100.00%	1,378,263	1,378,263	-	-	-
Total Other Sources / (Uses)	14,808,802	16,187,065	(1,378,263)	-8.51%	16,187,065	1,378,263	(153,120)	(70,166)	27,873
Surplus / (Deficit)	668,134	585,889	82,245	14.04%	585,889	(82,245)	(241,648)	355,882	178,467

Rent revenues are over budget by .85%. Rent revenues exceed 2022 revenues by 4.1% due to increased rents being phased in as leases are renewed. Other revenues are under budget 6.28% due mainly to miscellaneous revenues coming in underbudget offset by increased interest income. Office operations are under budget 20.7% primarily due to employee costs and outside consulting expenses coming in under budget. General and administrative is over budget by 2.8% as a result of writing off year end doubtful account balances. Utilities are over budget by 4.4% primarily due to increase waste disposal expenses. Maintenance is under budget 18.5% due to employee costs and apartment turnover expenses coming in under budget. MR&R expenses include carpet replacement, fiber installs, the bobcat purchase, water heaters, painting/staining and appliances. Capital expenditures consist of costs related to Phase IV and a vehicle.

Town of Mountain Village Monthly Revenue and Expenditure Report December

					20	23			2022	2021	2020
	Act	tual YTD	Budge	et YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Debt Service Fund					(4)	(,,,)					
Revenues											
Abatements	\$	-	\$	-	\$ -	NA S	-	\$ -	\$ -	\$ -	\$ -
Contributions		200,400	1	200,400	-	0.00%	200,400	-	205,800	206,000	199,600
Miscellaneous Revenue		-		-	-	NA	-	-	-	-	-
Property Taxes		470,193	4	477,174	(6,981)	-1.46%	477,174	6,981	478,123	461,382	509,934
Reserve/Capital/Liquidity Interest		5,356		2,001	3,355	167.68%	2,001	(3,355)	1,667	405	1,911
Specific Ownership Taxes		20,716		25,000	(4,284)	-17.14%	25,000	4,284	21,440	23,976	24,724
Total Revenues		696,665	,	704,575	(7,910)	-1.12%	704,575	7,910	707,030	691,764	736,170
Debt Service											
2001/2011 Bonds - Gondola - Paid by contributions from	n	65,400									
2001/2011 Bond Issue - Interest				65,400	-	0.00%	65,400	-	70,800	76,000	79,600
2001/2011 Bond Issue - Principal		135,000		135,000	-	0.00%	135,000	-	135,000	130,000	120,000
2006/2014/2020 Bonds - Heritage Parking				-							
2020 Bond Issue - Interest		89,514		89,514	-	0.00%	89,514	-	122,635	144,033	137,213
2020 Bond Issue - Principal		375,000		375,000	-	0.00%	375,000	-	345,000	320,000	285,000
Total Debt Service		664,914	(664,914	-	0.00%	664,914	-	673,435	670,033	621,813
Surplus / (Deficit)		31,751		39,661	(7,910)	-19.94%	39,661	7,910	33,595	21,731	114,357
Operating Expenses											
Administrative Fees		6,048		8,048	(2,000)	-24.85%	8,048	2,000	1,995	1,770	83,343
County Treasurer Collection Fees		14,082		14,513	(431)	-2.97%	14,513	431	14,314	13,880	16,012
Total Operating Expenses		20,130		22,561	(2,431)	-10.78%	22,561	2,431	16,309	15,650	99,355
Surplus / (Deficit)		11,621		17,100	(5,479)	-32.04%	17,100	5,479	17,286	6,081	15,002
Other Sources and Uses											
Transfer (To) From General Fund		(20,716)		(25,000)	4,284	-17.14%	(25,000)	(4,284)	(21,440)	(23,976)	666,709
Transfer (To) From Other Funds		-		-	-	NA	-	-	-	-	-
Payment to Refunding Bonds Escrow		-		-	-	NA	-	-	-	-	(6,192,795)
Proceeds From Bond Issuance		-		-	-	NA	-	-	-	-	5,475,000
Total Other Sources and Uses		(20,716)		(25,000)	4,284	-17.14%	(25,000)	(4,284)	(21,440)	(23,976)	(51,086)
Surplus / (Deficit)	\$	(9,095)	\$	(7,900)	\$ (1,195)		\$ (7,900)	\$ 1,195	\$ (4,154)	\$ (17,895)	\$ (36,084)
Beginning Fund Balance	\$	347,439	\$ 3:	51,599	\$ (4,160)						
	\$,	\$ 34		` ' '/						



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: January 11, 2023

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

Routine snow plowing and removal is back underway within the road system and parking lots with the arrival and ongoing winter storm systems. Ski Ranches water repair sites have been cleaned, flow filled and await asphalt patching in the spring.

Water

New breaker has been installed after a failure at the pumphouse for wells 9 and 10 near the San Miguel River. Recent cold weather resulted in some private water line breaks have been addressed. SCADA update continues along with GIS data input, standard water meter readings and maintenance.

Plaza Services

Christmas/Holiday setup has been completed and tear down has begun of holiday-focused decorations (trees, wreaths, etc.). The holiday crowds were met with increased trash removal and maintenance in the Village Core by the Plaza crews. Routine plaza snow removal continues.

Facility Maintenance

HVAC issues in Town Hall have been addressed and painting has been completed. Continuing maintenance and troubleshooting of snowmelt systems/boilers of Town-managed systems. Bathroom remodel at the gondola angle station has been completed.

Vehicle Maintenance

New tracks have been installed on the Parks & Recreation Nordic snowcat. Maintenance of snowblowers and plow equipment is continually addressed with the return of Winter. Telluride Conference Center required welding of the lighting/curtain structure within the event space. VM team assisted in the tear down of the Plaza Christmas tree.

Munchkins

Munchkins is currently working on updating all our paperwork for staff and parents in preparation for our upcoming quality rating which will happen late this spring. Like a hotel rating, childcare programs are scored by the Colorado Department of Early Childhood. We are looking at our environment set up in each classroom, teacher interactions with the students, and our overall center performance. We did a rating in 2020 and were scored a 4 out of 5, but we are shooting for a 5-star rating this next round.

Our fundraiser, last month, was a success. All in all, we came in at just over \$10k to go towards our scholarship program. Looking forward we will investigate new fundraising opportunities and events for 2024.

Thankfully, we are doing well staff-wise and have been able to increase the number of infants enrolled daily!

Community Development

General

Planning met with Kenny Maenpa of the Telluride Airport regarding our previous comments on the proposed airport master plan and submitted referral comments to the county planning commission on the revised plan. Generally, the newly revised plan met our concerns (proposed hotel and conference center was removed).

Meetings between the Town and two different small cell providers who are interested in creating a small cell wireless network within the Town have been conducted. Due to FCC regulations, applications for small cell technology in the road right of way must be approved, we can only control design and to some extent the placement of towers. This means that the first application received by the Town must be acted upon, so we don't really get to choose providers. Likely the second provider would pull out once a different company had approvals for installations in MV.

Planning staff is settling into new work flows now that we are fully staffed. Otherwise, development review continues as usual. Within the building department, the transition regarding inspections for the Town of Telluride is now complete, we no longer issue permits or do any inspections in Telluride. The building permit application for the first of the larger Village Core projects, Lot 30 development was slightly delayed but is expected in the next month or so. A building permit application for the Four Seasons is expected this summer.

GIS is preparing for the first phase of the re-addressing project prepared to launch the week of January 23rd.

Forestry is beginning to prepare for summer 2024 and the expanded forestry program by focusing on obtaining necessary equipment and vehicles in addition to starting to review the LIDAR data (see below).

LIDAR

Voxel maps has delivered the Lidar and Orthoimagery data from the TMV, LiDAR flight data collection project. This data covers the TMV area. Additionally, two value added products were created including a point delineation and specific location of 193,187 individual trees ranging from 6 feet tall to 141 feet tall plus a map of the forest vegetation including information on the forest stand types and extent. The orthoimagery (aerial photography) is excellent (with a 4-inch pixel resolution) and the infrared spectrometry confirms there is a tremendous amount of declining and dead trees in our landscape. We now know where this decline is occurring, which is unfortunately widespread. The LiDAR data shows features such as trees light posts, stone walls, buildings, and roads.

The data from this project is significant and consists of 368 gigabytes of information. We are evaluating the information to determine what types of tree and forests analyses from the individual and forest stand shapefiles and the infrared spectrometry may be performed to meet the needs of TMV. We already can see where our tallest trees are (indicating areas of abundant water and health), and the areas where tree/forest decline is occurring. Our GIS specialist (LT) is researching how to filter the LiDAR data to be able to better distinguish features within the data, including topography, buildings, and trees.

An advanced fire modeling capability is being developed from this data and data they also collected outside TMV to run millions of simulated wildfires that are started virtually in simulations in different parts of the County to determine highest areas of priority for wildfire mitigation. In essence, it will provide the ability to understand, scientifically, where we may prioritize wildfire mitigation work, both within and outside TMV, to produce the greatest levels of protection for our community. This will enable us to focus on specific areas of priority for the greatest level of overall protection. Firebird is developing this product, and they are hoping to provide TMV with a demonstration as early as next month. The understanding is that this product will be offered for sale to TMV and surrounding communities. We do not yet have an indication of what the pricing will be.

<u>Clerk</u>

The Clerk's Office is conducting our year-end purge of the Town's document management system as well as a quarterly review of the contract management system.

The quote for design of the Council Chambers, Executive Session break-out room and remodel of the public bathrooms is due Friday, January 19th. The team will meet to determine their selection by Wednesday, January 24th and move forward with the negotiations and award by Wednesday, January 31st.

New copiers are due to be installed January 23rd in Town Hall, Police Department, Utilities and VCA due to the age of the current copiers.

We have also initiated the conversion of the PaperVision document management system to a new MMXSilo platform that will allow us to link it to the Town website allowing the public access to public records without having to submit an open records request.

Human Resources

HR continues to focus on the new HRIS implementation. We ran a payroll parallel using our current system and new system to see how the implementation has been going, and things went well. Unfortunately, and predictably, there were a few issues when we launched the new system during the first pay period, but we are working on those issues now.

The implementation consists of a complete buildout of the new system which takes roughly 15-20 hours/week for each HR team member, including multiple meetings with the company and follow up work. We will be happy to see completion and it will be a much more robust, streamlined system with multiple modules not currently in place leading us to a better working environment in overall operational efficiency, robust recruitment efforts and succession planning.

Performance reviews are being modified from previous years. This modified system is part of an overall overhaul of our performance review system, and we are implementing the full program this year starting now. We are conducting an all staff training regarding our performance management overhaul on January 16th and 17th – "Unlearning is the New Learning: Ditching the Archaic Performance Management". This all staff training purpose will be designed to inspire an individual and collective embrace of change related to the shift from performance management to performance development.

Immediately following the all staff training will be a director, manager, and supervisor performance review deeper dive into the How and Why of Performance Development. Relatedly, the is the first in a monthly series of leadership trainings that will be mandatory for staff, directors and supervisors over the next twelve months.

Thanks to the help of Kathrine Warren, we are finalizing our employee recruitment video.

Police

December started off on a sad note, Cortez Sgt Michael Moran was killed in the line of duty on December 6th. The initial call was for a reported reckless driver. When Sgt Moran stopped the vehicle, the driver immediately got out of the car and started shooting. The driver then fled in the vehicle and was later stopped by other Cortez PD and Motezuma SO officers. Another gun fight ensued, and the suspect was killed. No other law enforcement was injured. Officer Martin and I attended the services for Sgt Moran. This reminds me of how thankful we are for the support of council and our citizens that the PD has the necessary equipment to respond to situations.

Officer Jeff Horn and CSO Hector Delgado attended a 40-hour Crisis Intervention Team (CIT) training. We now have all MVPD staff CIT certified. CIT trains officers in the recognition of mental illness and to enhance their verbal crisis de-escalation skills. Total training for 2023 for our 9 sworn officers was 1198 hours. This doesn't include the 556 hours each that Jose and Tyler spent at the academy. This includes both internal and external training attended.

With support of Town Council, we successfully made the change to paid parking, implemented a new enforcement provider and system, as well as a online permit process. Overall, this has been a big lift for everyone involved but overall the programs are going well.

Effective December 17th, Erika Moir was promoted to Sergeant. This will allow for better supervisor span of control, speed up the report approval process and allow for more direct supervision for our officers. Erika has been instructing training in a variety of topics as well as the primary Field Training officer. Erika will continue these roles with added supervision duties.

December case load and calls for service were very active, including -

- 11 motor vehicle accidents
- 1 DUI arrest (including serious roll over crash)
- Domestic Violence, Felony Stalking, Harassment Arrest
- Domestic Violence, Harassment no charges
- Felony Forgery (Domestic Violence related) Warrant Arrest
- Warrant Arrest from Flock Camera alert
- Drug Manufacturing Arrest
- 1 Criminal Mischief/Trespassing (suspect unlawfully entered and damaged a unit)
- Disorderly Conduct (summons issued)
- 2 separate Domestic Disturbance incidents (no charges)
- Arson kids lighting hand sanitizer on fire in the Core, unknown at this time if it is the same kids as other incidents. Follow up and video review ongoing.

Total Calls for service for December was 480. Case reports were 26.

The Flock camera total plate reads at the Village market / Mountain Village Blvd. for 12/28 EB (inbound) was 3310 vehicles.

Economic Development and Sustainability

In the Economic Development department, training opportunities for our business community continued with a Customer Service & Sales training on December 12 & 13 designed to provide participants with basic sales and customer service tips to enhance the customer's shopping experience and increase bottom line revenue. The Business Development Advisory Committee (BDAC) met on January 16 with discussion focused on current economic conditions and potential incentive packages to attract new businesses.

In a partnership between the Town, TMVOA and Telluride Arts, the Snow Sounds Après Music Series kicked off on Friday, January 12 and features free live music from 3:00 – 6:00 p.m. in Conference Center Plaza with local businesses offering specials during the event. The Series will continue every Friday through April 5.

The application period for 2024 Market on the Plaza vendors remains open and we have received 33 vendor applications to date.

In the Sustainability department we continue to work with EcoAction Partners on providing benchmarking for our large commercial buildings and Town owned facilities. This week we hosted a Climate Action Roadmap public workshop in conjunction with our consultant, Cascadia Consulting, to share progress to date and garner public input on identified priority actions outlined in the roadmap. Staff anticipates bringing the draft roadmap to council for a work session at the February regular town council meeting.

IT

Information Technology transitioned into "no major changes" mode because the busy part of the ski season has begun. IT is busy supporting all departments as well as providing focused support at VCA. TMV experienced no network outages during the Holidays or operational issues. IT completed the PD office workstation upgrade. KIVU finished their cyber security audit and is currently compiling a report. Once this report is available, IT will be hosting their first tech committee meeting to review it and create a priority action list. IT has been researching new

camera and door access control systems with Chris Broady as well as working with Amy Ward regarding 5G small cell interest from two providers.

Finally, and again, although the Town sold the cable system several months ago, IT personnel, along with the Town Manager, continue to work with to hotel properties who are experiencing challenges with their respective cable services.

Finance

The Finance team continued to work on the Payroll conversion and processed the first payroll of 2024 in NeoGov. We identified a few calculation issues and are working with NeoGov to resolve these issues and refine reporting. We have picked up many of the administrative functions at VCA payables, leasing, grant compliance auditing, etc. These two projects have taken significant time and focus of our department resources. The team has also been focused on yearend procedures, reporting and preliminary audit preparation.

Town Manager

Meadowlark

We intend to send the Purchase and Sale Agreements and associated draft exhibits to 27 potential buyers who have reservation agreements with the town for the Meadowlark for sale development project. The Town recently received drafts of these documents, which are currently in final review by the Town Attorney.

The lottery process for the fifth tier, those working in the R-1 School District, will begin February 20th. There are two units remaining, each three bedrooms, two and a half baths with a carport.

llium

The market study has been finalized and we will be reviewing it with our consultants, EPS, this month.

VCA

As noted above, VCA management has undergone some changes, and we are posting for a Manager position. In the meantime, Finance as well as Marleina Fallenius, Mae Eckard, and Michelle have done an amazing job stepping in.

Staff is also working on the plan to move people into the East Building of Phase IV, which we anticipate will be ready for move-in sometime this spring.

We have a VCA resident committee scheduled for Wednesday January 31st to begin at 5:00 pm which will be held in the Council chambers and via zoom.

Compliance

Deed Restriction biennial compliance is in process. About 35% of all owners or tenants have qualified to date. Enhanced communication including newspaper communications begin this week.

Regional Housing

A RFP has been issue for a regional housing needs study, and we hope to have a consultant team on board by February.

WWTP

Michelle continues to participate in the TRWWTP discussions with Finn & Scott, the consultants and the Telluride team. The team is re-evaluating the plans and may prioritize immediate improvements needed to keep the WWTP operational while buying more time to figure out the next steps due to the existing site and cost constraints.

Gondola

Work continues on the gondola. The GSub will be meeting on January 22nd and the Leadership Team will meet on January 29th. Current efforts focus on the ongoing operations and maintenance of the current system as well as the funding for such operations and maintenance of the new system.

Council

Staff has worked with the Mayor and Mayor Pro Tem to establish a calendar to address major priorities during Council meetings throughout the year.

*Updates from Parking, Parks and Rec and Gondola to come.

Medical Center

The current Med Center budget contemplates that all entities who allocated funding to the Med Center this past fall will be repaid over a three-year period.

Parking

The parking department rolled out its wildly popular parking management changes on December 22nd. The implementation of new day parking rates and permit products in most public parking facilities throughout the Town have been relatively smooth, notwithstanding the anticipated public frustration, minor system bugs, and unanticipated consequences of new policies. The new policies have so far produced the desired results of freeing up supply in the Gondola Parking Garage. Average utilization has hovered around 70%, with the traditionally busy holiday as high as 95%.

The dedicated parking staff in GPG, has done an admirable job of communicating the changes and assisting parkers with questions. It has been a true team effort, with departments across the Town chipping in to help with the launch and providing great customer service when the need arises.

741 permits have been issued since launching the system on December 18th, consisting of 358 employee permits, 232 resident permits, 102 locals permits, with the remainder spread out across other permit products. GPG is averaging approximately100 paid parking sessions per day. The true test of the system will be a blue sky Saturday / Sunday preceded by a large storm cycle.

Gondola

Business as usual at the gondola with year-end ridership up 1.7% over 2022 at 3,114,789. December ridership was down 7.4% when compared to December of 2022. The renovation of the public restrooms at San Sophia was completed on December 20th. Operations staffing continues to be a challenge as we transition from a seasonal to full-time employment model.

Parks and Rec

The parks and rec crew has settled into their winter routine consisting of ice maintenance at Reflection, Village Pond, and Elk Lake. All three surfaces have been open for skating since mid-December. Nordic grooming activities within our license area and on the Valley Floor are in full swing. Recent snow has helped to improve conditions across the nordic system. Plans for the upcoming trail building season are underway, with scopes and contracts already being developed and negotiated with several contractors.



PLANNING AND DEVELOPMENT SERVICES DEPARTMENT

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

TO: Town Council

FROM: Lauren Tyler, GIS Administrator / Addressing Coordinator

& Amy Ward, Community Development Director

FOR: Town Council, January 18, 2024

DATE: January 10, 2024

RE: Consideration on Second Reading of an Ordinance Reenacting Community

Development Code Amendment at Section 17.4.13.M With Corrections

No changes have been made.

PROPOSED MOTION

"I move to adopt on second reading of an ordinance, proposed changes to the Community Development Code at Section 17.4.13.M. attached as exhibit A.

ORDINANCE NO. 2023-

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO, AMENDING CHAPTER 17.4 OF THE TOWN CODE

WHEREAS, the Town of Mountain Village has adopted zoning and subdivision regulations codified at Title 17 of the Mountain Village Municipal Code and referred to as the Community Development Code or "CDC"; and

WHEREAS, by Ordinance No. 2023-15, the Town Council adopted certain standards for street names and addresses, repealed Section 17.4.13(M) of the CDC which previously addressed street naming and addressing, among other things, and recodified the new street naming and address standards as Section 17.6.6.D; and

WHEREAS, the prior version of Section 17.4.13(M) also provided standards for names of subdivisions, which the Council did not intend to eliminate by Ordinance No. 2023-15, and the Town Council desires to re-enact Section 17.4.13(M) to address only subdivision naming as set forth below; and

WHEREAS, the purpose of this ordinance is to re-enact the subdivision naming standards as they previously applied, and the purpose of this Ordinance is simply to recodify existing policy and not to make any substantive changes to the land use regulations of the Town.

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

<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. CDC Amendment.

CDC Section 17.4.13(M) is hereby reenacted with the corrections as follows:

M. *Subdivision Naming Requirements*. Subdivision names shall comply with the Street Naming & Addressing Standards supplemental document referenced in Section 17.6.6.D of the Municipal Code.

<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. Effective Date</u>. This Ordinance shall become effective 30 days following publication or upon approval on second reading, whichever is later ("Effective Date") and shall be recorded in the official records of the Town kept for that purpose and shall be authenticated by the signatures of the Mayor and the Town Clerk.

·	aring on this Ordinance was held on the day of Chambers, Town Hall, 455 Mountain Village Blvd.,
Mountain Village, Colorado 81435.	Chambers, Town Han, 433 Mountain Village Diva.,
Section 6. Publication. The Town Clerk of this Ordinance as required by Article V, Se	or Deputy Town Clerk shall post and publish notice of ection 5.9 of the Charter.
INTRODUCED, READ, AND REFERI the Town of Mountain Village, Colorado	RED to public hearing before the Town Council of this day of December, 2023.
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 Colorado this day of, 2	the Town Council of the Town of Mountain Village, 2023.
TOWN OF MOUNTAIN VILLAGE:	TOWN OF MOUNTAIN VILLAGE, COLORADO, A HOME-RULE MUNICIPALITY
ATTEST:	By: Martinique Prohaska, Mayor
Susan Johnston, Town Clerk	
Approved as to Form:	
David McConaughy, Town Attorney	

I, Susan Johnston, the duly qualified and acting Colorado ("Town") do hereby certify that:	g Town C	Clerk of the	he Town o	f Mountain Village
1. The attached copy of Ordinance No. 2023 (thereof.	("Ordinan	ce") is a t	rue, correc	t, and complete copy
2. The Ordinance was introduced, read by title, hearing by the Town Council the Town ("Cou Mountain Village Blvd., Mountain Village, Co vote of a quorum of the Town Council as follows:	ncil") at a olorado, o	ı regular ı	neeting he	ld at Town Hall, 455
Council Member Name	"Yes"	"No"	Absent	Abstain
Martinique Prohaska, Mayor	1 05	110	riosent	Tiostam
Scott Pearson, Mayor Pro-Tem				
Harvey Mogenson				
Peter Duprey				
Jack Gilbride				
Tucker Magid				
Huascar E. Gomez (Rick)				
 3. After the Council's approval of the first readi containing the date, time and location of the matter of the proposed Ordinance was poste newspaper of general circulation in the Tow Section 5.2(d) of the Town of Mountain Villa 4. A public hearing on the Ordinance was held Town Council held at Town Hall, 455 Mour on	e public hed and public, on ge Home by the Tontain Villaring, the O	Rule Cha	nd a descri n the Tellu , 202 nrter. ncil at a reg , Mountain e was cons	ption of the subject ride Daily Planet, a in accordance with gular meeting of the Nillage, Colorado idered, read by title
Council Member Name	"Yes"	"No"	Absent	Abstain
Marti Prohaska, Mayor				
Scott Pearson, Mayor Pro-Tem				
Harvey Mogenson				
Peter Duprey				
Jack Gilbride				
Tucker Magid				
Huascar E. Gomez (Rick)				

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

IN WITNESS WHEREOF,	I have hereunto set my hand and affixed the seal of the Town this
day of,	2023.
Susan Johnston, Town Clerk	<u> </u>
(SEAL)	



AGENDA ITEM 9 PLANNING & DEVELOPMENT SERVICE PLANNING DIVISON

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

TO: Town of Mountain Village Town Council

FROM: Drew Nelson, Senior Planner

FOR: Town Council Public Hearing; January 18, 2024

DATE: January 9, 2024

RE: Staff Memo – Consideration of a Resolution Regarding a Conditional Use Permit

Application, Lot OS 3XRR, Conference Center Plaza, pursuant to CDC Section

17.4.14

APPLICATION OVERVIEW: Conditional Use Permit for a Food Truck/Trailer in Conference Center Plaza

PROJECT GEOGRAPHY

Legal Description: A TRACT OF LAND LYING IN THE NE QUARTER OF SECTION 3 T42N R9W AND THE SE QUARTER OF SECTION 34 T43N R9W NMPM SAN MIGUEL COUNTY COLORADO DESCRIBED AS FOLLOWS: TRACT OS 3XRR TOWN OF MOUNTAIN VILLAGE PLAT BK 1 PG 4061 RECPT 405665 FEB 11 2000 CONT 2.726 ACRES MOL

Address: Conference Center

Plaza

Applicant/Agent: Jason Smith **Owner:** Town of Mountain Village **Zoning:** Village Center Open

Space

Existing Use: Open Space Proposed Use: Food truck/trailer

Lot Size: 2.951 acres Adjacent Land Uses:

North: Open Space/Mixed Use

• South: Mixed Use



Figure 1: Vicinity Map, Conference Center Plaza

East: Open Space/Mixed Use

West: Mixed Use/Conference Center

ATTACHMENTS

Exhibit A: Project Narrative/Pictures Exhibit B: Staff/Public Comments

<u>Case Summary:</u> Jason Smith, on behalf of The Wok of Joy, is requesting Town Council approval of a Conditional Use Permit Application for the ability to position a food truck/trailer in the Conference Center Plaza, adjacent to the climbing rock. The proposal would allow for the preparation of food in a contained trailer unit with a full kitchen assembly, with a service counter for ordering and food delivery. This application is different from the Town's Plaza Vending application process, as it would allow for a larger, more complex operation in an area that currently has lower activity and foot traffic than other plaza locations. If approved for a Conditional Use Permit, the Town would issue a plaza license agreement for the specific space on the plaza where the food trailer is located. The trailer would be allowed to remain on the plaza overnight, instead of being removed daily like our more traditional vending carts. The Wok of Joy previously did business in Mountain Village under the existing cart program, it left in 2021 to open a retail space in the Town of Telluride, and now wishes to return to the Village.

The Conditional Use Permit process allows for uses that are not contemplated within the Community Development Code (CDC) and which are outside of the normal permitting review and approval process. Since food trucks are not a contemplated use within the Land Use Schedule of the CDC (Section 17.3.3.), the Director of Community Development has determined that this application can be reviewed under the CUP process as codified. The CDC identifies this proposal as a Class 4 Development Application, and referrals to internal and external agencies was performed. This report and analysis will focus solely on the use, not specific design standards required by the CDC.

This application was also analyzed by the Economic Development Department in accordance with policies and goals identified by the Town. As this proposal involves a trailer larger than the typical vending space, and would be somewhat more permanent than a use removed daily, this proposal falls outside of the Town's normal vending permit process. The Economic Development team also reports in their referral that they do not believe that there are other viable locations for a similar use in Mountain Village, making this a unique proposal and thus the Conditional Use Permit standards were applied in this review.

Applicable CDC Requirement Analysis: The applicable requirements cited below follow CDC Section 17.4.14.D Conditional Use Permits, Criteria for Decision and 17.4.14.E General Standards for Review. *Please note that Staff comments will be indicated by* Blue Text.

17.4.14.D. Criteria for Decision.

Section 17.4.14.D contains nine criteria which must be met for approval of a Conditional Use Permit. Staff has described the criteria in relation to the proposed development below.

Conformity with Policies, Principles, and Actions of the Comprehensive Plan

Within the Comprehensive Plan, multiple policies provide direction on economic development opportunities within the Village Center Subarea. In particular, the following apply to the proposed CUP application:

Land Use Principles and Policies

I. Mountain Village promotes a balanced approach to land use that responds to the different character of areas throughout the Town.

Mixed-Use Center

B. Support strategies to increase year-round activity in the Village Center, which serves as the community's vital core.

Mountain Village Center Subarea Plan

- I. Mountain Village Center is developed and redeveloped in accordance with the Mountain Village Center Subarea Plan to reinforce its role as the center of tourist accommodations, activity, and conferencing in addition to locally-serving commercial, cultural, recreational, and civic spaces in order to maintain year-round vibrancy.
 - K. Evaluate the inclusion of small, iconic, architecturally interesting commercial buildings in Heritage Plaza to provide a human scale and interconnect this wide open space.

Implementation Strategies

Economic Development

- Diversify the retail base to include more locally-focused establishments. Recognizing the data that shows an increasingly homogenized retail base, invest funds that expand the commercial composition of Mountain Village.
- Form a policy framework in which the Town can leverage resources to support more local retail opportunity. Within this framework, include traditional and innovative sources of revenue.

Staff has observed that use of the Conference Center Plaza area tends to receive less foot traffic than other parts of the Village Center, especially as compared to the adjacent Heritage Plaza. This is due to a variety of factors, not the least of which is a smaller amount of locally-serving restaurant establishments that front onto the Plaza. Currently, the largest restaurant space on that Plaza area (the previous site of the Village Table) is vacant. The proposed addition of a retail food establishment that was previously in the Village Center and ran a successful business (though on a more limited scale through the cart vending program) would add foot traffic to this part of the community, in conformance with the general policies of the Comprehensive Plan.

The applicant has proposed to provide a unique food trailer that could mimic the visual interest seen in the gondola cars that populate various areas of the Village Center. The applicant has suggested that this could include a horse trailer conversion (similar to Coffee Cowboy), a vintage camper conversion (i.e. Airstream), or vintage trucks. Sample photographs are attached to this staff memo.

The Design Review Board reviewed this Conditional Use Permit application at their regular meeting on January 4, 2024, and unanimously recommended approval of the application. The DRB found that the use is compatible with the Comprehensive Plan and would provide for an opportunity to increase foot traffic in Conference Center Plaza.

Compatibility and Impacts to Surrounding Land Uses

The proposed use is compatible with surrounding uses, as the Conference Center Plaza currently includes plaza-level retail uses and would allow for other restaurants if proposed. By its nature alone as a restaurant, the proposed use would compete with surrounding similar businesses/restaurants; however, the proposed use is a different product in that it provides more

of a "grab and go" opportunity rather than sit-down dining found elsewhere in the Village Center. In addition, there are currently no similar restaurants currently operating in the Conference Center Plaza.

Physical Hazards to Neighborhood, Public Facilities, Infrastructure, or Open Space

The applicant has indicated a willingness to situate the trailer in a location that does not create a hazard to the neighborhood, public facilities, public infrastructure, or open space. The Town received referral comments from the Plaza Services Manager reflecting the need to not place or drive the trailer over the FKL parking garage, and that the trailer would need to be removed during the Telluride Film Festival (see attached). Otherwise, staff believes that the proposed location is appropriate and would not cause a hazard.

Significant Adverse Effect to Surrounding Property Owners and Uses

Since Heritage and Sunset Plazas currently allow for smaller vendors, staff does not believe that the proposed use would create a significant adverse effect on adjacent property owners and uses. This application is unique to existing Mountain Village uses within the Village Center and would increase the diversity of food offerings in the Conference Center Plaza. However, inclusion of new food opportunities in the Village Center would increase competition to other food providers and may create an imbalance in equity for existing brick-and-mortar restaurants. Since this proposal would bring back a local business that previously operated in the Village Center, staff believes this impact would not be significant. Finally, the Business Development Advisory Committee and Town staff has met with surrounding businesses, and the general sentiment is that adding this particular business to Conference Center Plaza would increase interest in the area and hopefully drive additional foot traffic to the vicinity. It is important to note that there are no vending carts currently licensed or operating in Conference Center Plaza.

Significant Adverse Effect on Open Space or the Purposes of Facilities Owned by the Town

As the Conference Center Plaza is owned by the Town of Mountain Village, this application could impact facilities owned by the Town since it has the potential to increase similar requests by other business owners who would like to operate from a food trailer in the Village Center as well. However, the physical impact of swapping out gondola cars for a food truck would not create significant strain on a Town-owned facility. They would request to connect to an electric outlet on the plaza and can be accommodated by the Town and would expect to pay a utilities fee for this service.

Adverse Environmental and Visual Impacts

The proposed use would not create adverse environmental or visual impacts to the area, as the proposed trailer would be much smaller in scale than the surrounding buildings. In addition, the total size of the proposed trailer would be relatively similar to the two gondola cars that currently occupy the space, essentially swapping out similar infrastructure.

Adequate Infrastructure

In the application, the proponents state that the proposed trailer unit would be entirely self-contained with washing stations, grease traps, coolers, and the like. The only infrastructure required would be an electrical hookup, which would be provided through a building permit application with the Building Department. They would request to connect to an electric outlet on

the plaza and can be accommodated by the Town and would expect to pay a utilities fee for this service.

Damage or Contamination to Public, Private, Residential, or Agricultural Water Supply

Again, as this is a fully self-contained trailer unit, there would be no damage or contamination from the use of any water supply. The applicant has indicated that all water resources would be brought to the trailer and any gray water would be removed daily.

Applicable Town Regulations and Standards

Interestingly, the CDC does not contemplate mobile food trucks/trailers and thus does not have any relevant regulations or standards that would apply to this application. However, the CDC does include certain use designations within the Land Use Schedule (Section 17.3.3.) that specifically identifies restaurants as a permitted use within the Village Center. As such, staff believes that this proposed use is generally in conformance with the applicable use table in the CDC.

17.4.14.E. General Standards for Review

The location of a conditional use shall best serve the proposed use while minimizing potential adverse impacts.

Generally, the proposed Conditional Use would be located in an area that has lower levels of pedestrian activity. It is Town staff's belief that the proposed use is in line with other retail and restaurant uses within the Village Center. In addition, staff believes that the application is supported by provisions within the Comprehensive Plan, and would add vitality to the community. Finally, there are few (if any) potential adverse impacts that the use would create.

Staff Recommendation: Staff recommends the Town Council approve the Conditional Use Permit, with conditions as noted below.

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

Proposed Motion:

If the Town Council deems this application to be appropriate for approval, Staff requests said approval condition the items listed below in the suggested motion.

I move to approve Resolution _____, approving a Conditional Use Permit for a mobile food truck/trailer to be located in Conference Center Plaza on Tract OS 3XRR, owned by the Town of Mountain Village, based on the evidence provided in the staff memo dated January 18, 2024, and the findings of this meeting with the following conditions:

- 1) The Conditional Use Permit shall be valid for a period of three (3) years, expiring on December 31, 2026. The applicant shall be solely responsible for any reapplication in the future.
- 2) Prior to siting the mobile food truck/trailer, the applicant shall acquire a building permit for installation of an electric power source in conformance with all applicable building codes.
- 3) The applicant will enter into an agreement with the Town, the form of which to be approved by the Town Attorney, for monthly billing of electric utility, the rate to be determined by Town Manager.

- 4) The applicant shall provide proof of compliance to the Telluride Fire Protection District of Section 319 of the 2018 International Fire Code.
- 5) Prior to siting the mobile food truck/trailer, the applicant shall work with the Plaza Services Manager to site the truck/trailer in such a manner as to avoid driving over or parking on all underground parking structures.
- 6) Prior to purchasing the mobile food truck/trailer, the applicant shall provide designs and pictures of the proposed vehicle to the Business Development Advisory Committee Chairperson, the Design Review Board Chairperson, the Community Outreach Coordinator, and the Community Development Director for review and approval. The applicant shall strive to acquire a vehicle that is visually interesting and complimentary to the existing resort infrastructure of Mountain Village.
- 7) Prior to operation of business, the applicant will execute a plaza license agreement with the Town for the trailer space.

The Wok of Joy would like to return to food vending in the Mountain Village core this summer, but we wish to elevate the food vending experience by using a custom, professionally built, and professionally wrapped food trailer. From our several years as a MV food cart vendor and restaurant operator in Telluride, we know that we can provide another popular food option that is fast and affordable for the Mountain Village.

We would like to keep our food trailer in place, on site, in the Conference Center plaza along the short stone wall where the two blue gondola cabins are currently situated. This is an ideal location for our food trailer as the pavers are solid enough to support the weight (which is similar to an average pickup truck) and power is available. We believe The Wok of Joy can attract a lot of local and tourist foot traffic to this underserved plaza, and add some vibrancy to this area of the MV core.

Our food trailer will measure 14' long by 8.5' wide by 7.5' high. It is completely self-contained, so there will be no business equipment outside of the trailer. Nor will there be any mess on the pavers created by cooking. Having an enclosed trailer will allow us to offer more consistent food service and higher food quality since the weather will not have an impact on doing business outdoors. We plan to stay open all year, roughly following the Gondola schedule. Our operating hours would focus on lunch service extending into early evening to allow people getting off work or skiers coming off the mountain to grab a meal at the end of their day. Special events at the Conference Center could also see us stay open later to serve those customers.

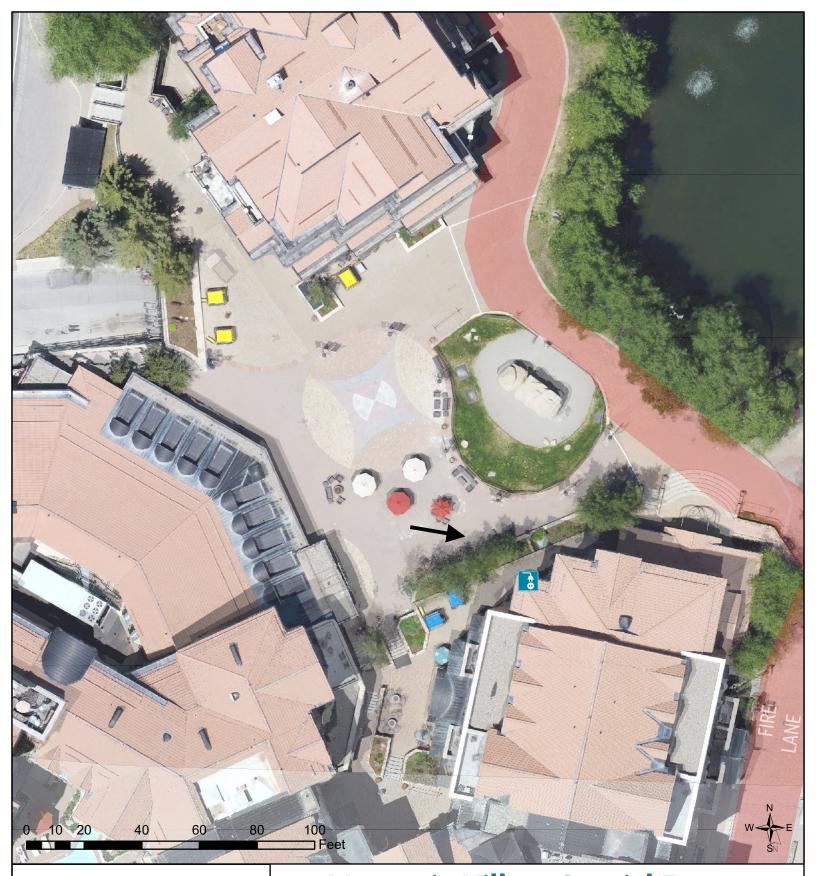
The location along the short stone wall will keep us on the peripheral of Conference Plaza, yet still easily accessible via the Fairmont Breezeway and the Boot Doctors corridor. There is a power junction box directly behind the stone wall at this location that will allow us to run the cooking hood, fridges, and lights in the trailer. We would pay for an electrician to create a shore power connection for our trailer, and we would expect to pay a monthly electric bill for this service. The simple 115V power cord to the trailer would be discreet and out of sight. The trailer does not need a water connection as our water system is self-contained within the trailer. Propane gas powers the cooking equipment.

The food trailer can easily be moved as needed by The Town. Access in and out can be done via the stanchions entry next to the old Wells Fargo Bank. Our daily movement of supplies would be managed by hand cart, so there will be no need for us to drive onto the site once the trailer is in place. Our commissary is the Ghost Pocket Kitchen in Illium, where our food supplies will be kept and prepped. The aesthetics of the trailer will be clean and professional, using our soft-color graphics and logo from our original food cart (as shown in the image attached).

Joy plans to offer her Pad Thai noodles, daily curry, and daily specials as available. We will also sell our Bao Buns, steamed dumplings, and a variety of house-made drinks. All containers and utensils will be eco-friendly. Customers can take advantage of the Town's existing seating options in Conference Plaza.

As shown in the attachments, the food trailer will contain a professionally-built commercial kitchen on a tiny scale. Equipment includes a griddle, two burners, and undercounter fridges. A commercial hood will vent all of the cooking vapor through the roof of the trailer, minimizing the effects of cooking on the surrounding environment. For a size perspective, the length of a 14' food trailer is shorter than your average pickup truck (at 19' long) so we feel the visual impact on the Conference Plaza will be minimal. If approved, The Wok of Joy hopes to have the trailer built and in operation by June 1 2024.

As we have learned from our time as a food cart and a restaurant, there is still a massive demand for affordable, fast food options in both the Mountain Village and Telluride. We have our menu and cooking methods completely dialed in, and will be able run at full speed from Day One. We are fully licensed and insured. We look forward to returning to our roots as food vendors and keeping Joy's Thai food accessible to everyone.



Town of Mountain Village Geographical Information Systems



455 Mountain Village Blvd. Unit A Mountain Village, Colorado 81435

Mountain Village Special Events Conference Center Plaza

Map Disclaimer

This information is a product of the Town of Mountain Village Geographic Information Systems (GIS) Department and is intended for the display of relative positions and locations only. Users of this information hereby recognize, acknowledge, and agree that it is not a guaranteed accurate legal or surveyed representation of land. Users assume all risk and responsibility for any and all direct and indirect damages, including consequential damages, that may flow from the use of this information. Users further recognize, acknowledge, and agree that the Town of Mountain Village GIS Department has not made and representations, warranties, or guarantees of any kind that this information is survey accurate or fit to be used or relied upon for any particular purpose.









TO: Planning Department

FROM: Economic Development Department

DATE: December 22, 2023

RE: Economic Development Department Referral - Wok of Joy Conditional Use Permit Application

SUMMARY:

The Economic Development team was approached by the owners of the Wok of Joy in the Summer of 2023 to begin exploring the possibility of bringing their Thai food concept back to Mountain Village as a food trailer. After discussing ideas and concepts, it was proposed to bring a Conditional Use Permit forward as the request differs from and does not fall within the traditional plaza vending program and the Plaza Vending Regulations. This memo outlines the Economic Development team's referral on the application to place the Wok of Joy food trailer in Conference Center Plaza as well as recommendations related to the possible implementation of the proposal.

BACKGROUND:

Mountain Village's vending program was established to provide diversity of food and service options for guests and community members in the Village Center. Town's vending program provides a unique and flexible opportunity for the micro-entrepreneur looking to test their family recipes, incubate their business ideas and/or showcase their wares and services to our community.

While vending requests typically fall under the Town of Mountain Village Plaza Vending Regulations and application process, the use being discussed falls outside of the Plaza Vending process as the trailer will remain on the plaza (like Coffee Cowboy in Oak Street Plaza) rather than moved to storage each day and does not fit in the small footprint size allocated for plaza vending carts.

Town staff has heard repeatedly from Conference Center Plaza businesses the need for more vibrancy and vitality in this plaza space. With the Village Table space sitting empty for over a year now, there is currently only one food offering provided in Conference Center Plaza (Communion Wine Bar – small plates, evenings only).

CONSIDERATIONS:

Existing Vending Program

The existing vending program regulations exist to provide small scale vending, primarily in Heritage Plaza. Vendors are limited to a footprint of 40 square feet and carts must be removed from the plaza at the end of each day. Currently, the most desirable location for vending is Heritage Plaza. It receives the most foot traffic and provides the easiest location for moving carts from the storage locations to the plaza. Town staff has encouraged and attempted to incentivize vending in Sunset and Conference Center Plazas as a way to add more vibrancy to these plazas, but thus far, no vending cart has been able to successfully operate outside of Heritage Plaza. The general consciousness is that any vending cart in an outer plaza would need 1) a different storage option, 2) be an establishment with an existing following (i.e. not a brand new vendor trying a brand new concept), and 3) create a destination – a place guests want to visit.



The Wok of Joy's application provides an opportunity to explore a new and unique concept to the Village Center. The Wok of Joy is an established business with a strong local following as well as offering menu items not currently available in Mountain Village during daytime hours. A fully wrapped and customized trailer for Mountain Village with tables and chairs and firepits set up outside of the trailer provides a destination location. It would be ideally situated near two establishments primarily catering to beverage service.

Of course, an application like this may open the door for other vendors to pursue a Conditional Use Permit to move from cart to trailer vending. The Economic Development team, at this time, does not see any additional viable locations for food trailers in the Village Center beyond this proposed location. Both Sunset Plaza and Conference Center Plaza are constrained with underground garages and weight limitations. While Town staff intends to further explore the idea of additional food trailer concepts in Conference Center Plaza, until the adventure rock is removed and proper utilities can be provided, space in this plaza for additional trailers is limited. Additionally, the Economic Development team is not supportive of changing the vending program in Heritage Plaza at this time and would not support the use of trailer vending apparatuses in Heritage Plaza for a number of reasons. There is not the need nor the space nor the desire for such use in Heritage Plaza.

Brick and mortar businesses

In November 2023, the Economic Development team and TMVOA met with the Conference Center Plaza businesses to discuss ways to drive more foot traffic and vibrancy to their businesses. A major point of feedback from the group was the vacant Village Table space and lack of food options in their plaza area. Town and TMVOA are currently working on a separate project to bring live music, vending, and pop-up shops to the Conference Center Plaza for a weekly après event in the winter. We believe adding the Wok of Joy to this space with their trailer concept is in line with the requests of the business community in the Conference Center Plaza.

The vending program has a rather contentious history in Heritage Plaza, with disagreement between brick and mortar and vending carts on the purpose, location and competitiveness of food products. The vending program is strongly supported by Town staff and Council. In November 2023, Town Council heard an appeal of a vending cart application which was approved with a limited menu due to competitiveness and overlap of product with existing brick and mortar. Council overturned the Plaza Vending Panel's discussion, disagreeing with the Panel's views on competition. Town staff does not believe that adding a trailer concept to Conference Center Plaza, with a food offering not found elsewhere in Mountain Village, offered by two Mountain Village residents with a local following will have a significant impact on Mountain Village's existing brick and mortar businesses.

Comprehensive Plan and Economic Development Goals

Town staff feels the Wok of Joy application is in line with the goals and strategies of the Economic Development department and the Comprehensive Plan. The Economic Development team is responsible for working closely with the Mountain Village business community to promote vibrancy and vitality of the Village Center. Town staff has heard the feedback of our Conference Center Plaza business community and believe this application is a step in the right direction to assisting the business community in that plaza. The Comprehensive Plan recognizes the significant costs of brick and mortar, the substandard sales/square foot of our retail outlets and promotes diversifying our homogeneous retail base and considering the inclusion of different types of commercial spaces to provide a better



human scale and better interconnect the wide open spaces of our plazas.

STAFF RECOMMENDATION:

The Economic Development department supports the application for the Wok of Joy to operate out of a food trailer in Conference Center Plaza. A plaza license agreement shall be established, similar to the Coffee Cowboy, for the semi-permanent use of Town-owned plaza space. Rent and utilities shall be set by the Town Manager, recognizing the more significant impact and use of the plaza space as compared to a vending cart. Requirements around operating days, hours and need to move the trailer for special events shall also be outline by Town staff in the plaza license agreement.



DEVELOPMENT REFERRAL FORM

Planning & Development Services Planning Division

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

The Planning & Development Services Department has provided this referral form to solicit your input on a development proposal that has been submitted to the Town.

Within the first five (5) calendar days of the referral for a Class 1 or 2 application, or ten (10) calendar days for a Class 3, 4 or 5 application, a referral agency may request an extension of time to review a development application for good cause. The Planning Division shall determine if any requested extension is warranted and notify the referral agency and applicant of its decision and the number of days allowed for the extended review time, if any, within three (3) business days of such request.

If a referral agency fails to respond by the date requested on the referral form, its failure to respond shall be interpreted as "no comment" in which case it shall be presumed that such referral agency does not take issue with the development application.

Application Information
Class of Development Application : Class 4
Date Referral Emailed to Dept. or Agency :
November 15, 2023
Class 1 or 2 Application Referral Comment
Deadline: 15 calendar days from date above: n/a
Class 3,4, & 5 Application Referral Comment
Deadline: 21 calendar days from date above (12/6/23)
Planner Name: Jason Habib
Planner Email: jhabib@mtnvillage.org
Planner Phone Number: 970-369-6434
Applicant Name: Jason Smith, Wok of Joy
Applicant Email Address:
thewokofjoy@gmail.com



DEVELOPMENT REFERRAL FORM

Planning & Development Services Planning Division

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

Description of Development Application(s):

Conditional use permit for a Wok of Joy food trailer in the Conference Center Plaza.

Referral	Agency Info	ormation
Referral Agency	Referral	Email Address
Town Public Works	х	fkjome@mtnvillage.org
Town Plazas and Environmental Services Dept.		bbutton@mtnvillage.org
Town Attorney		dmcconaughy@garfieldhecht.com
Town Forester	X	rwalters@mtnvillage.org
Mountain Village Cable	х	doug@clearnetworx.com
Transportation Department		jloebe@mtnvillage.org
Recreation Department		jloebe@mtnvillage.org
Police Department	X	cbroady@mtnvillage.org
Telluride Fire Protection District	X	sheidergott@telluridefire.com
San Miguel Power Association	х	jeremy@smpa.com; terry@smpa.com
		Benjamin.wiles@smpa.com,
		bwilliams@smpa.com
Black Hills Gas	X	brien.gardner@blackhillscorp.com
		paul.ficklin@blackhillscorp.com
Century Link (800-526-3557)	X	Mike.Gardner@lumen.com
Colorado Geologic Survey (fee required)		Kaberry@mines.edu
San Miguel County		kayes@sanmiguelcountyco.gov
Town of Telluride		rquarles@telluride-co.gov
San Miguel Regional Housing Authority		courtney@smrha.org
Colorado State Forest Service		Jodi.rist@colostate.edu
United States Army Corps of Engineers		Carrie.A.Sheata@usace.army.mil



DEVELOPMENT REFERRAL FORM

Planning & Development Services Planning Division

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

Referral Agency Comments Lot OS-3X, CUP for Wok of Joy:				
Approval from TFPD with the condition of compliance with 2018 IFC Section 319.				

From: <u>Christopher Luck</u>

To: cd

Subject: Jason Smith

Date: Thursday, December 21, 2023 10:58:33 AM

Caution: External Message - Please be cautious when opening links or attachments in email.

As a condo owner at Centrum in Mountain Village, I am totally in favor of the Wok of Joy food trailer in the Conference Center Plaza.

Christopher Luck

RESOLUTION 2024-

RESOLUTION OF THE TOWN OF MOUNTAIN VILLAGE APPROVING A CONDITIONAL USE PERMIT FOR A FOOD TRUCK/TRAILER ON TRACT OS-3XRR

WHEREAS, the Town of Mountain Village (the "Town") owns certain real property in San Miguel County, Colorado described as Tract OS-3XRR, Mountain Village, Colorado, according to the plat recorded at Reception No. 405665, and commonly known as the Conference Center Plaza (the "Property"); and

WHEREAS, the Property is zoned Village Center Zone District; and

WHEREAS, Jason Smith on behalf of The Wok of Joy (the "Applicant"), with the Town's consent, applied to the Town of Mountain Village for a Conditional Use Permit to operate a food truck/trailer on the Property (the "Application"); and

WHEREAS, the Application consists of the materials submitted to the Town and itemized on Exhibit A, plus all statements, representations, and additional documents of the Applicant and its representatives made or submitted at the public hearings before the Design Review Board ("DRB") and Town Council; and

WHEREAS, Section 17.3.3 of the CDC establishes the permitted and conditional uses of the Village Center Zone District; and

WHEREAS, the Applicant's proposed food truck/trailer use is eligible for conditional use review by virtue of the Community Development Director's determination in accordance with Section 17.3.3.B and, therefore, requires issuance of a Conditional Use Permit pursuant to Section 17.3.4.H of the CDC; and

WHEREAS, the DRB held a public hearing on January 4, 2024, to consider the Application and testimony and comments from the Applicant, Town Staff, and members of the public, and voted unanimously to recommend to Town Council approval of the Application; and

WHEREAS, the Town Council held a public hearing on January 18, 2024, to consider the Application, the DRB's recommendation, and testimony and comments from the Applicant, Town Staff, and members of the public, and voted to approve this Resolution ("Approval"); and

WHEREAS, the public hearings and meetings to consider the Application were duly noticed and held in accordance with the Town's Community Development Code ("CDC"); and

WHEREAS, the Town Council has considered the general standards for review set forth in Section 17.4.14.E of the CDC, as well as the criteria set forth in Section 17.4.14.D.1 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 as set forth below:

- a. The proposed conditional use is in general conformity with the policies of the principles, policies and actions set forth in the Comprehensive Plan;
- b. The proposed conditional use is in harmony and compatible with surrounding land uses and the neighborhood and will not create a substantial adverse impact on adjacent properties or on services and infrastructure;

- c. The design, development and operation of the proposed conditional use shall not constitute a substantial physical hazard to the neighborhood, public facilities, infrastructure or open space;
- d. The design, development and operation of the proposed conditional use shall not have significant adverse effect to the surrounding property owners and uses;
- e. The design, development and operation of the proposed conditional use shall not have a significant adverse effect on open space or the purposes of the facilities owned by the Town;
- f. The design, development and operation of the proposed conditional use shall minimize adverse environmental and visual impacts to the extent possible considering the nature of the proposed conditional use;
- g. The design, development and operation of the proposed conditional use shall provide adequate infrastructure;
- h. The proposed conditional use does not potentially damage or contaminate any public, private, residential or agricultural water supply source; and
- i. The proposed conditional use permit meets all applicable Town regulations and standards.

WHEREAS, the Town Council now desires to approve the Application, 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:

- 1. **Recitals**. The recitals set forth above are hereby incorporated as findings of the Town Council in support of the enactment of this Resolution.
- 2. <u>Approval</u>. The Town Council hereby approves a Conditional Use Permit for the operation of a food truck known as the "Wok of Joy" on the Property, as described in the Application.
- 3. **Conditions.** The Approval is subject to the following terms and conditions:
 - a. The Approval is valid until December 31, 2026. The Applicant shall be responsible for any renewal of the Conditional Use Permit in accordance with then-existing regulations.
 - b. Prior to siting the food truck/trailer, the Applicant shall obtain a building permit from the Town for installation of an electric power source in conformance with all applicable building codes.
 - c. The Application will enter into an agreement with the Town, in a form to be approved by the Town Attorney, for monthly billing of electric utility. The rate shall be determined by the Town Manager.

- d. The Applicant shall provide proof of compliance to the Telluride Fire Protection District of Section 319 of the 2018 International Fire Code.
- e. Prior to siting the food truck/trailer, the Applicant shall work with the Town's Plaza Services Manager to site the food truck/trailer in such a manner as to avoid driving over or parking on all underground parking structures.
- f. Prior to purchasing the food truck/trailer, the Applicant shall provide designs and pictures of the proposed vehicle to the Town's Business Development Advisory Committee Chairperson, DRB Chairperson, Community Outreach Coordinator, and Community Development Director for review and approval in accordance with Town regulations. The Applicant shall strive to acquire a food truck/trailer that is visually interesting and complimentary to the existing resort infrastructure of the Town.
- g. Prior to operation of business, the Applicant shall execute a Plaza License Agreement with the Town for the trailer space.
- h. [Insert any conditions imposed by the Town Council.]
- 4. 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 this 18th day of January, 2024.

TOWN OF MOUNTAIN VILLAGE, COLORADO

	By:		
		Marti Prohaska, Mayor	
TTEST:			
y:			
Susan Johnston, Town Clerk			
PPROVED AS TO FORM:			
<u> </u>			

Exhibit A

[LIST OF APPLICATION MATERIALS]



AGENDA ITEM 10 PLANNING & DEVELOPMENT SERVICE PLANNING DIVISON

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

TO: Town of Mountain Village Town Council

FROM: Drew Nelson, Senior Planner

FOR: Town Council Public Hearing; January 18, 2024

DATE: January 9, 2024

RE: Staff Memo – Consideration of a Resolution Regarding a Conditional Use Permit

Application, Lot SS811, 2 Mountain Village Boulevard pursuant to CDC Section

17.4.14

APPLICATION OVERVIEW: Conditional Use Permit for Driveway Construction and Use on Tract OSP-18A

PROJECT GEOGRAPHY

Legal Description: Tract OSP-18A, Telluride Mountain Village, according to the plat recorded August 23, 1993 in Plat Book 1 at page 1553, County of San Miguel, State of Colorado.

Address: 2 Mountain Village

Boulevard

Applicant/Agent: Ankur Patel, 2

MV Blvd LLC

Owner: Chad Horning, TSG Ski &

Golf, LLC.

Zoning: Open Space

Existing Use: Open Space

Proposed Use: Open Space and

Driveway

Lot Size: 1.231 acres Adjacent Land Uses:

• North: Mountain Village Boulevard, Open Space

• South: Vacant / Proposed Single-

Family

East: Open SpaceWest: Open Space



Figure 1: Vicinity Map, OSP-18A (north) and SS811 (south)

ATTACHMENTS

Exhibit A: Sight Distance Analysis Exhibit B: Staff/Public Comments

<u>Case Summary</u>: Ankur Patel of 2 MV Blvd LLC, on behalf of Chad Horning of TSG Ski & Golf, LLC is requesting Town Council approval of a Conditional Use Permit Application for construction of a driveway on Tract OSP-18A. The construction of a driveway is to serve as access to an approved single-family home on Lot SS811, 2 Mountain Village Boulevard.

The Conditional Use Permit application is required for construction of a driveway on Tract OSP-18A, which is zoned as dedicated open space. Tract OSP-18A is situated between Lot SS811 and Mountain Village Boulevard. Both OSP-18A and Lot SS811 contain wetlands, which has been significantly considered in the design of the proposed home on SS811.

The driveway location on Lot OSP-18A is proposed in an effort to avoid impacts to significant wetlands that encompass Lot SS811. Wetlands are present along the eastern portion of SS811 and in areas adjacent to Arizona Drive, the other public roadway that could reasonably provide access to the site.

A wetland delineation was conducted in 2014, as shown on the existing conditions map dated 6/11/21 in the application materials (Exhibit A). Per the "Finkbeiner Report" conducted by the Environmental Protection Agency in 1990, a comprehensive assessment of wetlands and wetland impacts for the Town of Mountain Village, the sedge-willow wetland that spans the two land tracts is 2.08 acres. Tract OSP-18A is approximately 1.231 acres. An updated preliminary wetlands delineation was submitted with the application for development on SS811, which includes updated mapping and analysis. This analysis was completed in the fall of 2022. The proposed driveway would impact approximately 200 sq ft of the wetland along Mountain Village Boulevard.

The Design Review Board reviewed this application at their regular meeting on January 4, 2024, and unanimously recommended denial of the Conditional Use Permit, finding that a single family driveway with direct access to Mountain Village Blvd. was not meeting their understanding of "community character" as described in the Comprehensive Plan, and due to concerns about potential traffic conflicts on Mountain Village Boulevard.

Applicable CDC Requirement Analysis: The applicable requirements cited below follow CDC Section 17.4.14.D Conditional Use Permits, Criteria for Decision and 17.4.14.E General Standards for Review. *Please note that Staff comments will be indicated by* Blue Text.

17.4.14.D. Criteria for Decision.

Section 17.4.14.D contains nine criteria which must be met for approval of a Conditional Use Permit. Staff has described the criteria in relation to the proposed development below.

Conformity with Policies, Principles, and Actions of Comprehensive Plan

The predominate land uses in the Future Land Use Map of the Comprehensive Plan are "Single-Family" and "Active Open Space (Limited Use Golf Course, Full Use Ski Resort, and Limited Use Ski Resort) Tract OSP-18A is currently zoned Active Open Space and located between Mountain Village Boulevard and a vacant lot that is designated and zoned as single-family residential. The proposed driveway on Tract OSP-18 would be used for access to a proposed single-family home and otherwise remain as open space.

The future land-use map shows OSP-18A as Resource Conservation Active Open Space. Though the future land use categories do not apply until the property is re-zoned, resource conservation does allow for access as a permitted use per the use table (without a CUP). See below (resource conservation is shown in pale green, vs. olive green for passive open space and kelly green for Limited Line Celf Course active open space):



It could be inferred that the previous drafters of the Comprehensive Plan recognized the proposed access and existing easement across OSP-18A and that is why the future land use category differs from that of the surrounding open space.

As part of the Design Review Board's review, the DRB determined that the application is not in conformance with the Comprehensive Plan. In particular, the DRB cited the following part of the Comprehensive Plan from Chapter 2: Mountain Village Vision (p. 16):

Community Character Vision

 The relationship between Mountain Village's natural and built environments creates a sense of place and authentic small-town charm unique to the region. The level of construction in Mountain Village does not reduce the quality of life for residents and visitors.

Compatibility and Impacts to Surrounding Land Uses

Surrounding land uses are single-family residential or both passive and active open space. The proposed development on SS811 would take access from Mountain Village Boulevard via Tract OSP-18A or from Arizona Drive. The proposed driveway on Tract OSP-18A would minimize impacts to wetlands to a reasonable extent. Construction of a driveway from Arizona Drive would impose more substantial impacts to wetlands or require the construction of a bridge. This option has been determined by the applicant to be the least impactful alternative.

Physical Hazards to Neighborhood, Public Facilities, Infrastructure, or Open Space

The construction of a driveway is considered a typical development activity and will not present a substantial physical hazard to any neighborhood, public facilities, or infrastructure or open space. The applicant has also conducted a line-of-sight study comparing access between the proposed driveway location off Mountain Village Blvd. and the intersection of Arizona Street with Mountain

Village Blvd. It appears that the site line of the proposed driveway location is slightly better than that of the Arizona St. intersection.

The Design Review Board identified traffic concerns with the proposed driveway onto Mountain Village Boulevard. The applicant has provided a traffic study that analyzed sight distances onto the road, which indicates that the sight distances are essentially the same for both the proposed driveway as well as Arizona Street, indicating that both are safe and reasonable designs to avoid conflicts between drivers from any intersection. The DRB was concerned that a driveway accessing Mountain Village Boulevard would be out of character for the main arterial roadway into Town and could potentially confuse drivers, leading to potential conflicts and/or accidents.

Significant Adverse Effect to Surrounding Property Owners and Uses

A driveway is necessary for access to the property at Lot SS811. Depending on where access is located, it affects neighboring properties differently. A driveway off of Arizona Drive (orange arrow below) would be highly visible to the owners of Lot 810C. A driveway off of Mountain Village Blvd. presents a new development pattern, as there are no other single-family driveways with direct access to Mountain Village Blvd. until you get beyond the Village Center. DRB should discuss whether granting of a CUP on Lot OSP 18A presents significant adverse effects to surrounding properties.



Significant Adverse Effect on Open Space

Tract OSP-18 is approximately 1.231 acres in size. As demonstrated by the Site Grading and Drainage Plan in the application materials for Lot SS811, the proposed driveway runs north to south from Mountain Village Boulevard to Lot SS811.

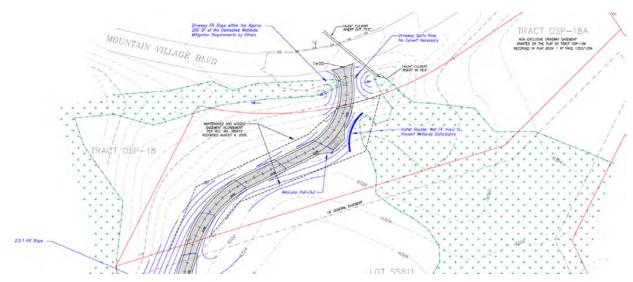


Figure 2: Site Grading and Drainage Plan, per application materials for Lot SS811

Tract OSP-18A is a lot that lies between a primary ingress and egress road to the Town of Mountain Village (Highway 145) and a proposed single-family home. While the lot does prohibit development and therefore preserves open space, it is not a contiguous, large tract of land that is being unreasonably fragmented by the driveway, since development already occurs on all sides.

Although the proposed driveway will cause construction in an open space tract, the location is chosen as it is deemed to be the least impactful to wetlands, which are an important feature of open space and the immediate area.

Adverse Environmental and Visual Impacts

A planning alternatives exercise was conducted in 2014/15, to analyze access to the property from either Arizona Drive or Mountain Village Boulevard. It was determined at that time that the access point off Mountain Village Boulevard created the least impact to wetlands. As stated in the Practicable Analysis in Exhibit A, "Access off Arizona Drive would require a 20' x 180' driveway (approximately 3,600 sq. ft.), which would have direct impacts to wetlands and could potentially impact hydrology of adjacent areas due to disruption of groundwater movement." This study was referenced and used as rationale by the applicant of Lot SS811 in determining the most appropriate access to the site.

Following the alternatives exercise, the owner of Lot SS811 prepared a design for access off Mountain Village Boulevard and obtained a permit from the Army Corps of Engineers for impacts to the wetland (see Exhibit A). The issuance of the permit was based on the fact that the "least impactful" alternative had been selected for access. Note that this permit was valid for two years and expired in 2017.

The applicant of Lot SS811 has provided site plans demonstrating the proposed driveway on OSP-18 would impact approximately 200 sq. ft. of wetlands. The DRB found during the November 3, 2022, meeting that this is the least impactful option. The applicant has provided a sight distance analysis (dated October 13, 2023), which indicates that the preferred access from Mountain Village Boulevard would provide better sight distance when turning movements are going to be made onto the street from the proposed driveway over Arizona Drive.

Despite recent changes to federal rules with regard to wetlands, the Town of Mountain Village is still a participant in the Consent Decree with the Environmental Protection Agency from 1997. This Consent Decree requires that the Town be an active partner in regulating wetlands in conformance with the Clean Water Act, the Colorado Water Quality Control Act, and the Town's Wetlands Regulations in Section 17.6.1.B. of the CDC.

Adequate Infrastructure

The driveway provides adequate infrastructure for the intended use. Additionally, the revised sight distance study along Mountain Village Boulevard has been included in Exhibit A. Sight distances were determined for both a passenger vehicle and a small box truck at the height of the driver. The analysis was completed in both directions, east and west. LSC Transportation Consultants, Inc. summarized their study by saying, "The existing sight distance along Mountain Village Boulevard from both the preferred location and via Arizona Street are acceptable, but the sight distance to the east is slightly better for the preferred site access directly to Mountain Village Boulevard."

Damage or Contamination to Public, Private, Residential, or Agricultural Water Supply

Although wetlands are necessary for the recharge and health of groundwater, the wetland is not used as a direct water supply. It is therefore determined the access driveway will not contaminate or damage any water supply sources. Additionally, the location of the driveway compared to Arizona Street will have a minimal impact on the wetland and can be mitigated effectively.

Applicable Town Regulations and Standards

Tract OSP-18A is located in an area currently classified as "Full Use Ski Resort Active Open Space (Class 3 AOS)". The use of land classified as Class 3 AOS for an access road or driveway requires a conditional use permit.

The owner of Lot SS811 has an access easement through OSP-18A from TSG Ski & Golf, LLC, for the use of a driveway to Lot SS811. This easement was recorded with San Miguel County on August 4, 2006. Additionally, the Town Council approved a right-of-way encroachment agreement for an address monument on Mountain Village Boulevard associated with Lot SS811 in 2015 (Resolution Number 2015-0820-16), which reflects that a driveway was contemplated to take access from Mountain Village Boulevard at that time.

17.4.14.E. General Standards for Review

The location of a conditional use shall best serve the proposed use while minimizing potential adverse impacts.

Two access alternatives have been contemplated for the development of Lot SS811 as a single-family residence. Constructing a driveway through Tract OSP-18A is deemed to be the least adverse option. This option has the smallest physical impact to wetlands, which are considered a critical natural feature to protect.

Design Review Board Recommendation

The Design Review Board reviewed this application on January 4, 2024. The DRB unanimously recommended denial of the application due to the following concerns:

- Community character and aesthetics of a driveway for a single-family residence onto Mountain Village Boulevard, especially at the entrance to the community. This is in conflict with aspects of the Comprehensive Plan
- Impacts to existing wetlands in the Mountain Village Boulevard right-of-way.
- Traffic and turning movements onto Mountain Village Boulevard.
- Concerns regarding construction traffic and staging, additive to future construction traffic in Mountain Village.

Staff Recommendation: Staff recommends the Town Council approve the Conditional Use Permit for a driveway on Lot OSP-18A, with the conditions noted below. It should be noted that the Design Review Board recommended **denial** of the application.

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

Proposed Motion:

If the Town Council determines that there is adequate evidence to approve the Conditional Use Permit, Staff requests said approval condition the items listed below in the suggested motion.

I move to approve Resolution ______, approving a Conditional Use Permit for a driveway access on Lot OSP-18A to the adjacent Lot SS811, based on the evidence provided in the staff record of memo dated January 8, 2024, and the findings of this meeting with the following conditions:

- 1) Prior to building permit the applicant shall provide an updated wetland delineation.
- 2) Prior to building permit the applicant shall obtain approval and any necessary federal permits for any proposed wetland disturbances.
- 3) If no federal approval is required, the applicant will submit detailed plans regarding any wetland disturbance for staff review and approval in coordination with a contracted wetland consultant.
- 4) Lot OSP-18A shall not be used for the storage of any materials, vehicles, or any other items related to the construction of the home on Lot SS811. All construction activity related to development on SS811 shall be located on that parcel.
- 5) To mitigate the impact to wetlands on OSP-18A, the applicant shall provide a replacement wetland of equal or greater size as well as an agreement with the Town in a form to be approved by the Town Attorney to guarantee functioning of the replacement wetland in perpetuity.
- 6) Prior to building permit the applicant shall provide designs for an address monument sign on Mountain Village Boulevard for staff review and approval with the Design Review Board chairperson.

Should	the	Town	Council	determine	that	there	is	not	adequate	evidence	to	approve	the
Condition	nal l	Use Pe	rmit, staf	f would offe	r the	followi	ng	moti	on for deni	al of the ap	pliq	cation:	

I move to approve Resolution	, denying a Conditional Use Permit for a driveway access on
Lot OSP-18A to the adjacent	Lot SS811, based on the evidence provided in the staff record of
memo dated January 8, 2024,	and the findings of this meeting:

MEMORANDUM

From: Garfield & Hecht, P.C., Town Attorneys

To: Mountain Village Planning Department

Date: December 18, 2023

RE: Town of Mountain Village Wetlands Regulations

The Town of Mountain Village ("TMV") regulates wetland disturbance associated with land use and development within TMV. TMV's wetlands regulations are codified in Section 17.6.1(B) of the Community Development Code (the "Town Wetland Regulations"). Additionally, certain parts of TMV are subject to both the Wetland Regulations and a Wetland Management Plan ("WMP") imposed by the Consent Decree entered into by the Environmental Protection Agency ("EPA") and Telluride Ski and Golf in 1997. The Consent Decree was the negotiated conclusion of an EPA enforcement action involving unauthorized fill of wetlands in what is now TMV. The wetlands subject to the WMP are those wetlands identified in the WMP or located on land now owned by Telluride Ski and Golf or owned by Telluride Ski and Golf as of April 1997. The Consent Decree was terminated in 2013, but per Section 19 of the Consent Decree, the WMP remains in effect until modified or terminated by the EPA.

The state and federal governments also regulate wetland disturbance under the Clean Water Act, 33 U.S.C. §§ 1251, *et seq.* (the "CWA") and Colorado Water Quality Control Act, C.R.S. §§ 25-8-101, *et seq.* ("WQCA"), and their respective implementing regulations. The EPA and Army Corps of Engineers administer ("ACOE") the CWA, while the Colorado Department of Public Health and Environment ("CDPHE") and its commissions administer the WQCA.

Whether a "wetland" is subject to one or more of the above regulatory schemes depends on the definition of "wetland." The CWA applies to "navigable waters" which is defined to mean "the waters of the United States, including the territorial seas." The state WQCA is and has historically been broader than CWA jurisdiction in that the WQCA covers "state waters," which means "any and all surface and subsurface waters which are contained in or flow through the state." The Town Wetland Regulations define wetland as "an area where water is at, near, or above the land surface long enough to support aquatic or hydrophytic vegetation and which has soils indicative of wet conditions. Determination of wetlands area boundaries shall be according to the United States Army Corps of Engineers delineation requirements." CDC Sec. 17.8.1. Thus, for purposes of regulating wetlands in connection with development in TMV, the threshold wetland determination defers to federal law.

Federal agency definitions of "waters of the United States" and others applicable to wetlands regulation are set forth in 40 CFR 120.2 (EPA regulations) and 33 CFR 328.3 (ACOE regulations). The definitions have changed over time based on evolving agency interpretation of the term and federal appellate and supreme court case law but have come to include wetlands when they are adjacent to or connected with a "water of the United States." Most recently, agency

definitions of "waters of the United States" were reviewed by the U.S. Supreme Court in *Sackett v. EPA*. In its decision issued in May 2023, the Supreme Court ultimately determined that the agency definitions did not comport with the language and intent of the CWA and therefore adopted a new definition of the term. Specifically, the Supreme Court interpreted "waters of the United States" to mean "a relatively permanent body of water connected to traditional interstate navigable waters." It went on to determine that "wetlands" are only considered "waters of the United States" and subject to CWA jurisdiction if the wetland has a continuous surface connection with a water that is a "water of the United States in its own right," making it difficult to determine where the "water" ends, and the "wetland" begins.

In response to *Sackett*, the EPA and ACOE have recently promulgated amendments to their definitions of "waters of the United States," and the Colorado General Assembly is developing statutory amendments to address the impacts of *Sackett* on the scope and the state's administration of the WQCA. But with respect to lands subject to WMP, even though the Consent Decree/WMP were established under and based on the CWA, the scope of the WMP remains the same. As is articulated in both the Consent Decree and WMP, the WMP applies to the wetlands identified in the WMP, whether or not they are jurisdictional wetlands—i.e., wetlands that fall within the purview of the CWA. This position has been reinforced in correspondence from the EPA since at least 2005. And because the WMP was imposed under the Consent Decree and the WMP survived termination of the Consent Decree, its provisions apply unless/until modified or terminated by the EPA or a federal court.

Considering the current CDC definition of wetlands, the impact of *Sackett* on the reach of the CWA, the upcoming state legislative response to *Sackett*, and TMV's contractual obligation to enforce the Consent Decree and WMP as written, TMV staff is actively pursuing a CDC amendment to clarify the scope and alignment of its wetland regulations. While TMV staff and Council work through the process of developing and implementing appropriate CDC changes to address wetlands, the Town's current Wetland Regulations and polices—including enforcement of the WMP—will continue to apply to all property within TMV.

LSC TRANSPORTATION CONSULTANTS, INC.



1889 York Street Denver, CO 80206 (303) 333-1105 FAX (303) 333-1107 E-mail: lsc@lscdenver.com

October 13, 2023

Mr. Matthew Shear 2 MV, LLC matthew@vaulthomecollection.com

Re: SS811/2MV Sight Distance

Evaluation

Mountain Village, CO

LSC #230400

Dear Mr. Shear:

Per your request, we have completed this sight distance evaluation along Mountain Village Boulevard for the proposed SS811/2MV development in Mountain Village, Colorado. Figure 1 shows the vicinity map for the site.

INTRODUCTION

The purpose of this letter is to evaluate the sight distance along Mountain Village Boulevard from both the preferred location directly to Mountain Village Boulevard and a less desired option via the Mountain Village Boulevard/Arizona Street intersection. Figure 2 shows the study area, existing topography, and the two site access options.

SIGHT DISTANCE EVALUATION FOR SITE ACCESS DIRECTLY TO MOUNTAIN VILLAGE BOULEVARD (PREFERRED SCENARIO)

Looking East

Figure 3 shows a photo looking east along Mountain Village Boulevard from near the preferred site access intersection. The required entering sight distance for a posted speed limit of 30 mph would be 300 feet for passenger vehicles and 390 feet for single-unit (box) trucks. It is important to note the passenger vehicles approaching from the east have a minimum required stopping sight distance of only 200 feet.

Looking West

Figure 4 shows a photo looking west along Mountain Village Boulevard from near the preferred site access intersection. The required entering sight distance for a posted speed limit of 30 mph would be 300 feet for passenger vehicles and 390 feet for single-unit (box) trucks. It is important to note the passenger vehicles approaching from the west have a minimum required stopping sight distance of only 200 feet.

Plan and Profile View

Figure 5 shows the lines of sight plotted on a Plan/Profile sheet. It shows acceptable sight distance is available for passenger cars and single-unit trucks. The approaching passenger vehicles have a stopping sight distance requirement of only 200 feet which is also available.

SIGHT DISTANCE EVALUATION FOR SITE ACCESS ON ARIZONA STREET (LESS DESIRED SCENARIO)

Looking East

Figure 6 shows a photo looking east along Mountain Village Boulevard from the intersection with Arizona Street. The required entering sight distance for a posted speed limit of 30 mph would be 300 feet for passenger vehicles and 390 feet for single-unit (box) trucks. It is important to note the passenger vehicles approaching from the east have a minimum required stopping sight distance of only 200 feet.

Looking West

Figure 7 shows a photo looking west along Mountain Village Boulevard from the intersection with Arizona Street. The required entering sight distance for a posted speed limit of 30 mph would be 300 feet for passenger vehicles and 390 feet for single-unit (box) trucks. It is important to note the passenger vehicles approaching from the west have a minimum required stopping sight distance of only 200 feet.

Plan and Profile View

Figure 8 shows the lines of sight plotted on a Plan/Profile sheet. It shows acceptable sight distance is available for passenger cars and single-unit trucks. The approaching passenger vehicles have a stopping sight distance requirement of only 200 feet which is also available.

CONCLUSION

The existing sight distance along Mountain Village Boulevard from both the preferred location and via Arizona Street are acceptable, but the sight distance to the east is slightly better for the preferred site access directly to Mountain Village Boulevard. The applicant requests access directly to Mountain Village Boulevard.

* * *

We trust this information will assist you in planning for access to the ${\rm SS}811/2{\rm MV}$ development.

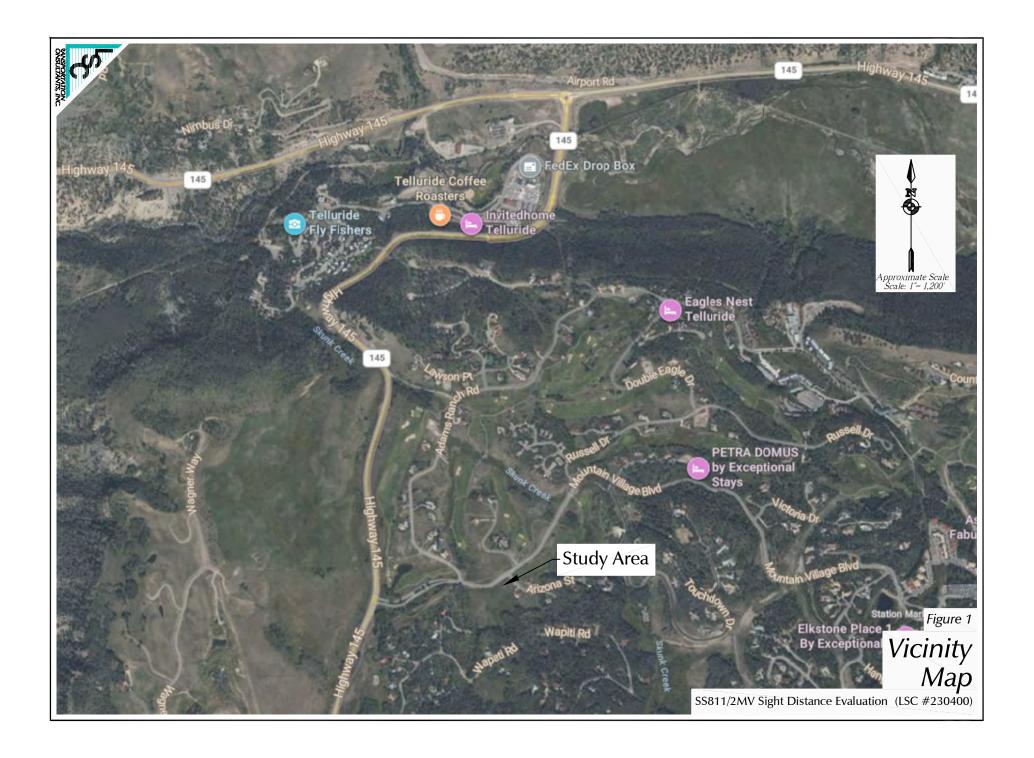
Respectfully submitted Support Fig. 100 LICE Transport Fig. 2 39018

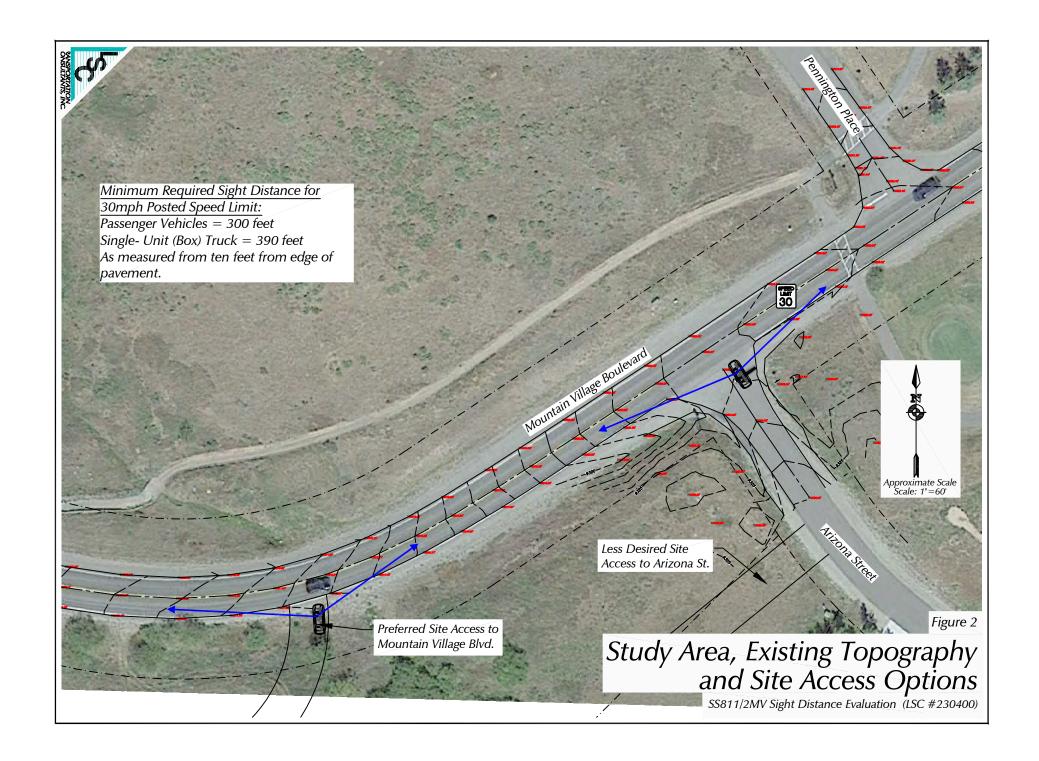
Christopher Cranal Principal President All President Pre

10-13-23

CSM/wc

Enclosures: Figures 1 - 8







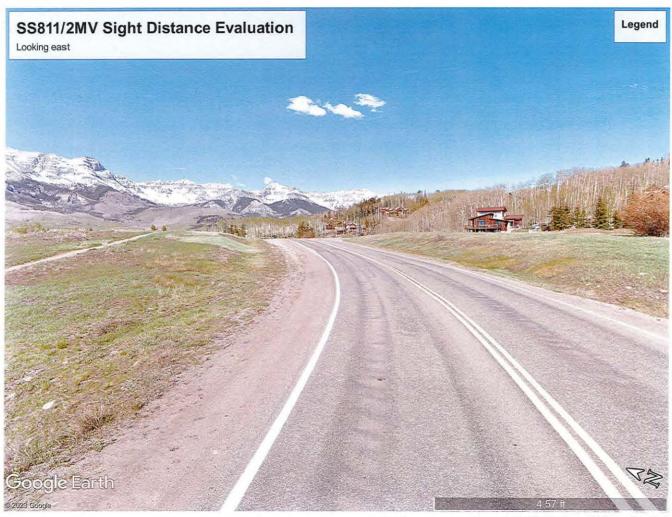


Figure 3

Mountain Village Blvd. Looking East From Near Preferred Site Access



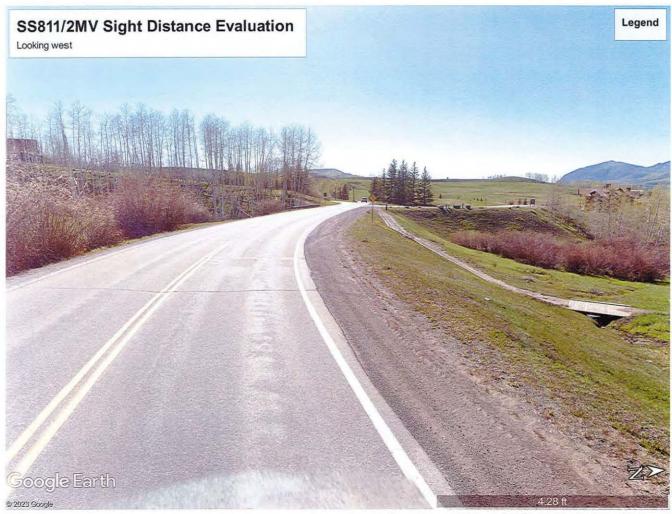
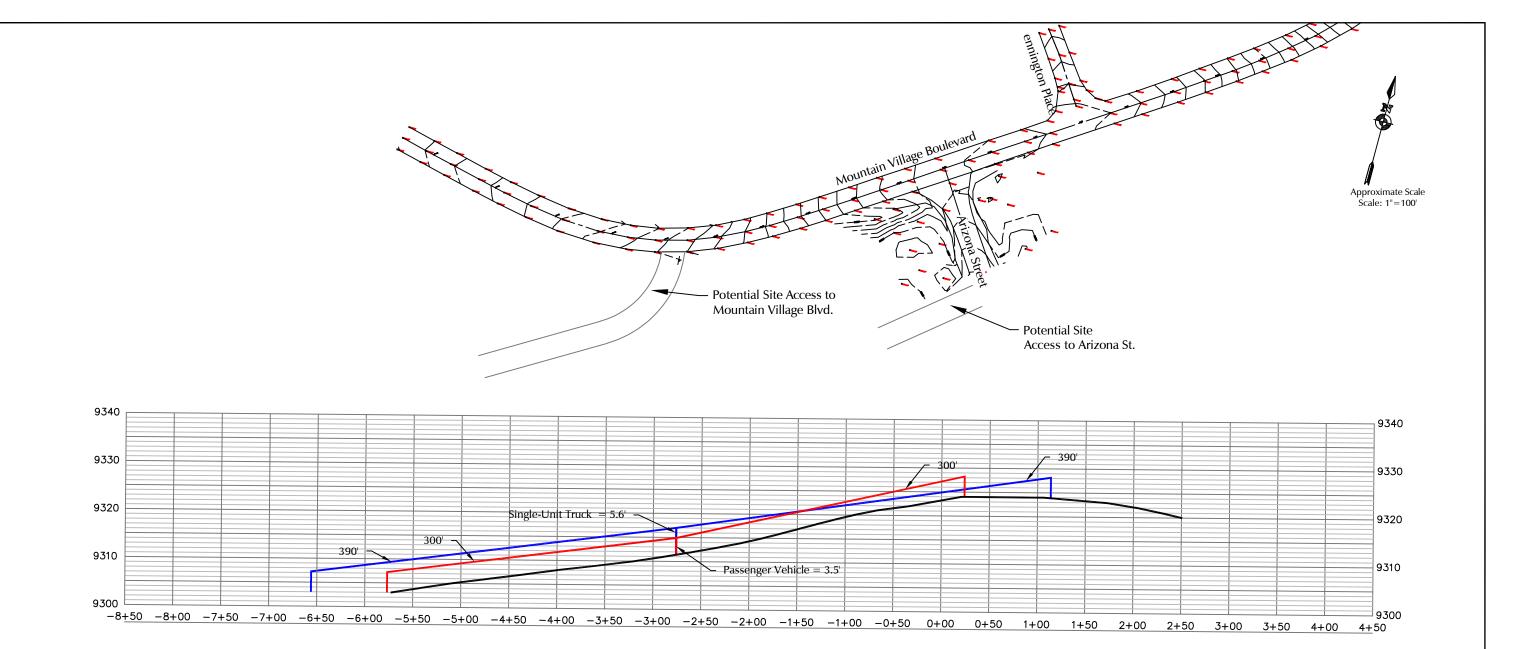


Figure 4

Mountain Village Blvd. Looking West From Near Preferred Site Access



Note: These entering sight distance lengths are based on the approaching vehicle not having to brake to allow the sideroad vehicles to enter the roadway. The stopping sight distance to avoid a collision is much shorter. The minimum stopping distance for 30mph for approaching passenger vehicles is only 200 feet.

Legend:

= Centerline Profile of Mountain Village Boulevard

= Passenger Car Line of Sight

= Single-Unit Truck Line of Sight

Entering sight distance required based on CDOT Access Code.

Height of Driver Eye and Approaching Vehicle:

Passenger Vehicle = 3.5' Single-Unit Truck = 5.6

Height of Approaching Vehicle = 4.25

Figure 5







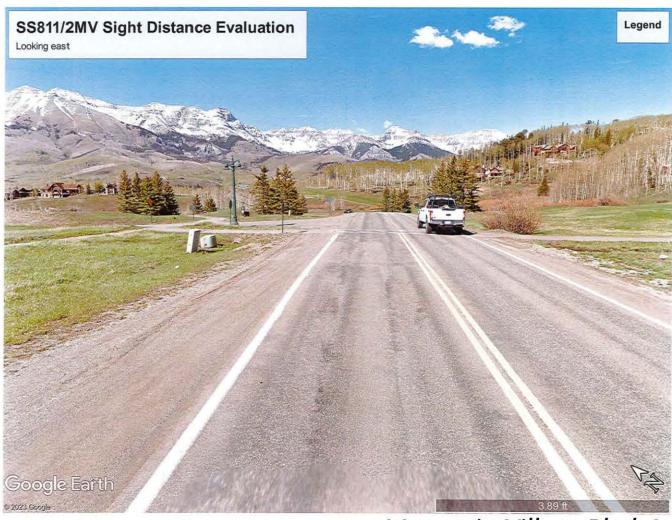


Figure 6

Mountain Village Blvd. Looking East From Near Arizona Street



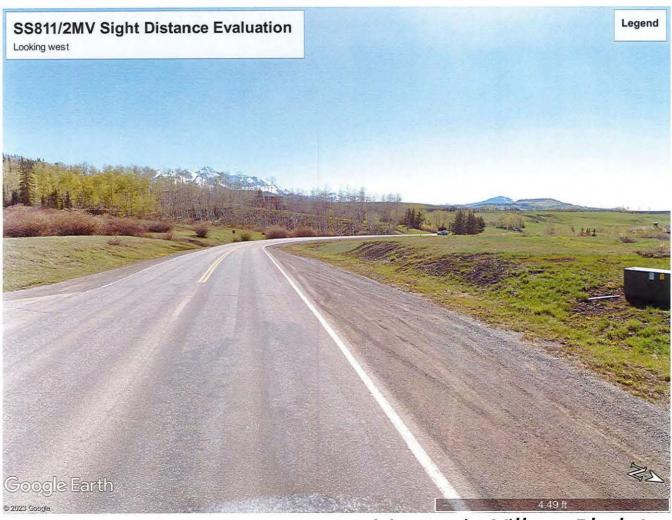
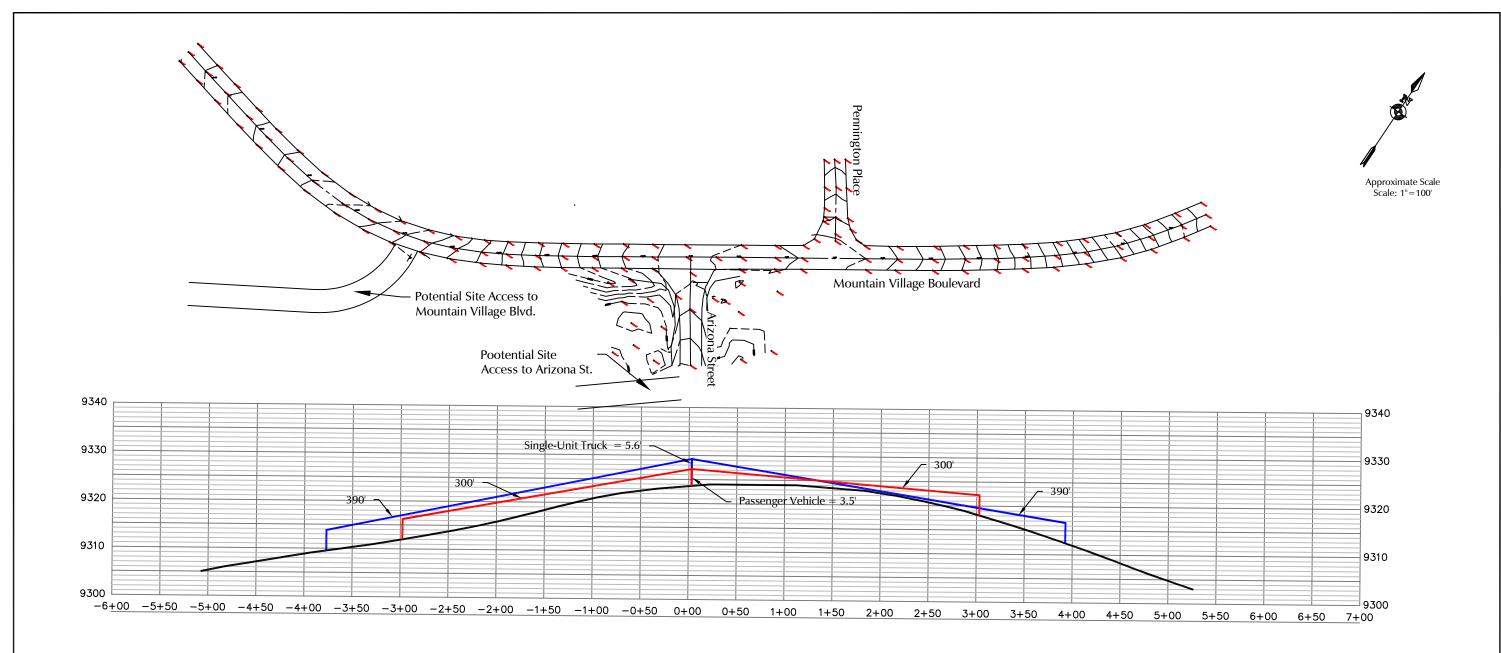


Figure 7

Mountain Village Blvd. Looking West From Near Arizona Street



Note: These entering sight distance lengths are based on the approaching vehicle not having to brake to allow the sideroad vehicles to enter the roadway. The stopping sight distance to avoid a collision is much shorter. The minimum stopping distance for 30mph for approaching passenger vehicles is only 200 feet.

Legend:

— = Centerline Profile of Mountain Village Boulevard

= Passenger Car Line of Sight= Single-Unit Truck Line of Sight

Entering sight distance required based on CDOT Access Code.

Height of Driver Eye and Approaching Vehicle: Passenger Vehicle = 3.5'

Single-Unit Truck = 5.6

Height of Approaching Vehicle = 4.25

Figure 8



Lot SS811 was originally platted as a school site with a planned access/driveway off of Arizona Drive. In 2014/15, Davis Fansler (owner of SS811at the time) sought to evaluate access options to Lot 811, and engaged Chris Hazen of The Terra Firm, Inc. to conduct a comprehensive wetland delineation on the site and to evaluate with the project engineer (David Ballode) access alternatives to Lot SS811. It was determined in 2014 that a significant wetland resource occupies the east half of SS811, and lies between the developable portions of the subject parcel and Arizona Drive. The wetland area on the east half of SS811 was mapped by the Environmental Protection Agency in 1990 as a part of the "Finkbeiner Report" (the comprehensive assessment of wetlands and wetland impacts for the Mountain Village), and was named wetland 92M. Wetland 92M is described in the Finkbeiner report as a 2.08 acre sedge-willow wetland.

Access off of Arizona Drive would require the development of a 3,600 sq. ft. (20' x 180') driveway corridor - an at grade driveway would have direct impacts to wetlands and could potentially impact hydrology of adjacent areas due to a disruption of groundwater movement. An elevated driveway "bridge" could minimize impacts provided that the bottom chord of the bridge is 3-5' above grade, allowing for natural light to reach the plant community below. A bridge design would need to use abutments outside the wetland area, and any necessary supporting abutments along the middle portions of the bridge. Helical piers could also be used to support the bridge spans as they cross over the wetland area.

Alternate access, with a minimal impact to wetlands can be achieved off Mountain Village Blvd. - as identified during the 2014/15 planning alternatives exercise. Ultimately, it was determined that the access point off Mountain Village Blvd. provided the least impactful access alternative based on wetlands. A design was prepared in 2015, and a permit was obtained from the Army Corps of Engineers (ACOE) for the wetland impacts associated with the access point off Mountain Village Blvd. The Nationwide 29 ACOE permit issued (permit ID SPK-2015-0073) was valid for a period of two years, and expired in 2017. The issuance of the NWP permit was in part based on the fact that the "least impactful" alternative had been selected for access.

The rule of thumb the ACOE uses when considering wetland permits hinges on the mindset of "avoid, minimize and then mitigate" wetland impacts - in general, the least impactful alternative should always be weighed as a preferred alternative when considering options.

Chris Hazen The Terra Firm, Inc. PO Box 362 Telluride, Colorado 81435

970.708.1221 cell

2 MV Blvd LLC

450 S. Old Dixie Hwy., Suite 8-9 Jupiter, FL 33458

November 30, 2022

2 MV Blvd LLC ("**Applicant**") is the owner of Lot SS811, Telluride Mountain Village, commonly known as 2 Mountain Village Boulevard, Mountain Village, CO 81435 ("**Single Family Lot**"). Prior to its acquisition of the Single Family Lot, Applicant's predecessor in interest, Robert G. Kerrigan and Sharon S. Kerrigan, as grantee ("**Grantee**"), entered into a Maintenance and Access Easement Agreement recorded with the San Miguel County Clerk and Recorded on August 4, 2005 as Reception Number 385819 ("**Easement Agreement**") with TSG Ski & Golf, LLC, a Colorado limited liability company, as grantor ("**Owner**") whereby Owner granted to grantee a driveway easement across OSP-18A, the property that is the subject of this application, to access the Single Family Lot, as more particularly described in the Easement Agreement.

On August 20, 2015, the Town of Mountain Village adopted Resolution 2015-0820-16 ("**Resolution**") approving a revocable encroachment agreement into the Mountain Village Boulevard Right-Of-Way for a new address monument for the Single Family Lot, adjacent to OSP-18A.

OSP-18A is currently classified as "Full Use Ski Resort Active Open Space (Class 3 AOS)". The use of land classified as Class 3 AOS for an access road or driveway requires a conditional use permit. As further described herein, this application meets the criteria for approval of such conditional use permit.

Criteria for Approval

This Conditional Use Permit Application meets the criteria for decision contained in Section 17.4.14.D of the Town of Mountain Village Community Development Code (the "CDC"):

- 1. The proposed conditional use is in general conformity with the policies of the principles, policies and actions set forth in the Comprehensive Plan
 - a. The use of a small portion OSP-18A for a driveway is not inconsistent with the Comprehensive Plan. Furthermore, the driveway is necessary to allow for the use of the Single Family Lot for a single family home, a use consistent with the Comprehensive Plan.
- 2. The proposed conditional use is in harmony and compatible with surrounding land uses and the neighborhood and will not create a substantial adverse impact on adjacent properties or on services and infrastructure;
 - a. The use of OSP-18A for a driveway has been located to minimize impact to the Single Family Lot and minimizes any strain on infrastructure. The necessity of the driveway across OSP-18A arises out the extensive wetlands disturbance and bridge construction that would occur in the event the driveway was constructed in any other location across the Single Family Lot.

- 3. The design, development and operation of the proposed conditional use shall not constitute a substantial physical hazard to the neighborhood, public facilities, infrastructure or open space;
 - a. The construction of a driveway will not present a substantial physical hazard to any neighborhood, public facilities, or infrastructure or open space.
- 4. The design, development and operation of the proposed conditional use shall not have significant adverse effect to the surrounding property owners and uses;
 - a. The construction of a driveway will not have an adverse effect on surrounding property owners and is consistent with the surrounding single-family home properties.
- 5. The design, development and operation of the proposed conditional use shall not have a significant adverse effect on open space, or the purposes of the facilities owned by the Town;
 - a. The driveway will not have a significant adverse effect on open space or town facilities and will help preserve wetlands which are a necessary component of open space.
- 6. The design, development and operation of the proposed conditional use shall minimize adverse environmental and visual impacts to the extent possible considering the nature of the proposed conditional use;
 - a. The main purpose of locating the driveway across an adjacent open space parcel, as opposed to locating it on the Single Family Lot, is due to the determination of the Army Corps of Engineers that the placement of the entirety of the driveway on the Single Family Lot would present a substantial disturbance of wetlands. The location of the access driveway for the Single Family Lot across OSP-18A will present the least environmental and visual impact to the land. This is in contrast to placing the driveway in another location inconsistent with the plan proposed under this Application.
- 7. The design, development and operation of the proposed conditional use shall provide adequate infrastructure;
 - a. The driveway provides adequate infrastructure for the intended use.
- 8. The proposed conditional use does not potentially damage or contaminate any public, private, residential or agricultural water supply source; and
 - a. The access driveway will not contaminate or damage any water supply sources.
- 9. The proposed conditional use permit meets all applicable Town regulations and standards.
 - a. As set forth above, the use of Class 3 AOS land for a driveway is a conditionally permitted use and provided the criteria are met, the Town is permitted to issue a conditional use permit for such purposes.

It is important to note that the approved Resolution contemplated the location of the driveway of the Single Family Lot across OSP-18A, directly off of Mountain Village Blvd. While a conditional use permit was not issued in 2015, the Resolution clearly contemplated a driveway across OSP-18A and the Resolution was approved by Town Council at that time. The approval of a conditional use permit at this point would be consistent with the Resolution.

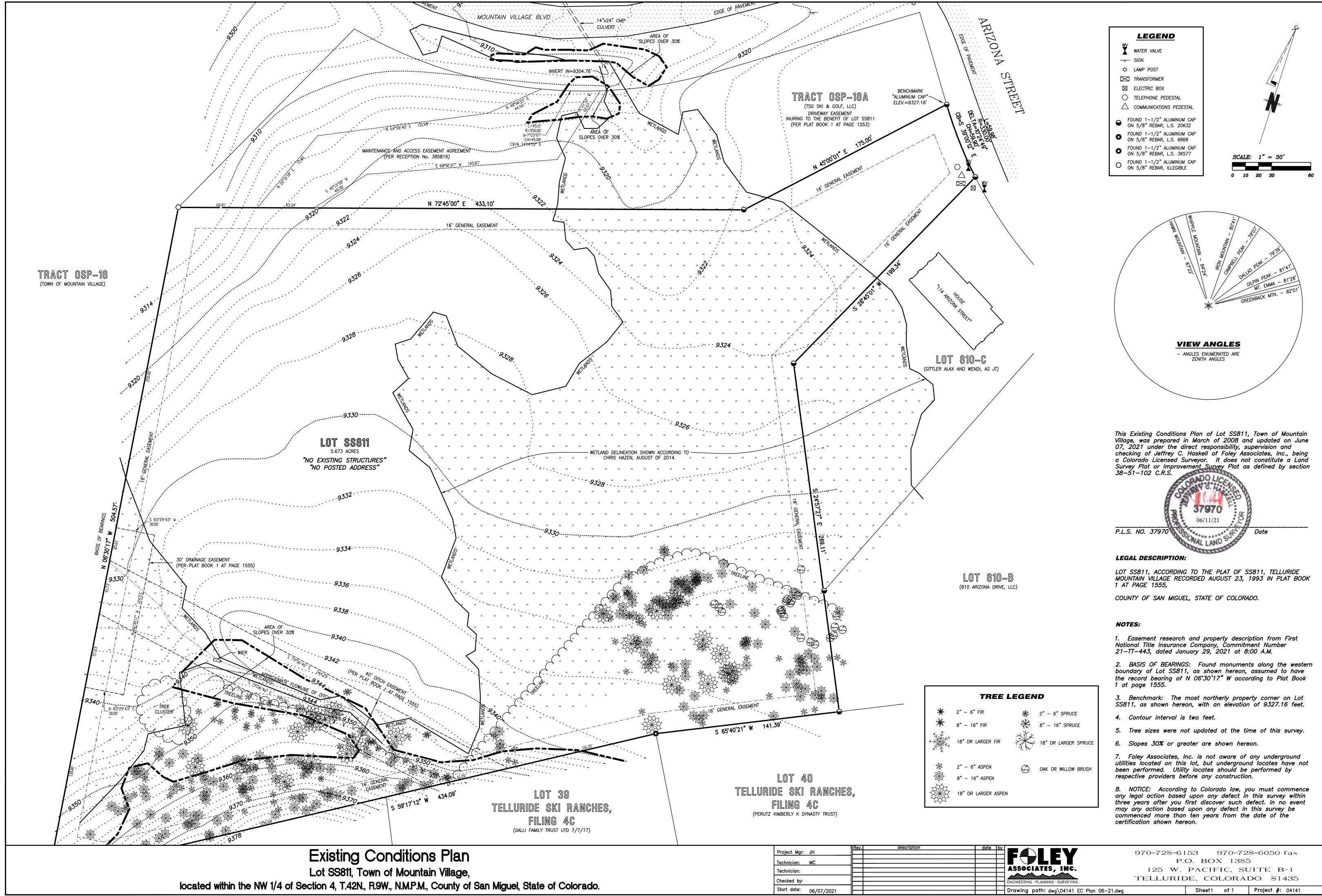
Respectfully Submitted,

2 Mountain Village, LLC, A Colorado limited liability company

11/30/22

Signature of Applicant/Agent

Date



F:\Old W\Jobs\JOBS2004\04141\dwg\04141 EC Plan 00

dwg\04141 EC Plan 06-21.dwg

EXHIBIT 1

RESOLUTION OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO TOWN COUNCIL APPROVING A REVOCABLE ENCROACHMENT AGREEMENT INTO THE MOUNTAIN VILLAGE BOULEVARD RIGHT-OF-WAY FOR A NEW ADDRESS MONUMENT FOR THE ADJACENT SINGLE FAMILY RESIDENCE LOCATED ON LOT SS-811

RESOLUTION NO. 2015-0820-16

RECITALS:

- A. The Town of Mountain Village ("Town") is the owner of record of real property described as the Mountain Village Boulevard Right-of-Way; and,
- B. Davis D. Fansler ("Owner") is the owner of record of real property described as Lot SS-811, Town of Mountain Village, CO;
- C. Right-of-way encroachments are a discretionary allowance of the Town Council; and
- D. The proposed revocable encroachment is needed to allow for the new address monument; and,
- E. The Town Council conducted a public meeting on August 20, 2015.

Now, Therefore, Be It Resolved that the Town Council hereby approves a revocable encroachment in the Mountain Village Boulevard Right-of-Way as set forth in Exhibit A with a condition that the Planning Division staff prepares a revocable encroachment agreement for execution by the Town Manager and the Owner.

Section 1. Resolution Effect

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

Section 2. Severability

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

Section 3. Effective Date

This Resolution shall become effective on August 20, 2015 (the "Effective Date") as herein referenced throughout this Resolution.

Section 4. Public Meeting

A public meeting on this Resolution was held on the 20th day of August, 2015 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

Approved by the Mountain Village Town Council at a public meeting on August 20, 2015.

Town of Mountain Village, Town Council

y: Dan Jansen Mayor

Attest:

By: The

Jackie Kennefick, Town Clerk

Approved as to form:

By:

James Mahoney, Assistant Town Attorney

385819
Pase 1 of 6
SAN MIGUEL COUNTY, CO
DORIS RUFFE CLERK-RECORDER
08-04-2006 11:07 AM Recording Fee \$31.00

MAINTENANCE AND ACCESS EASEMENT AGREEMENT

This MAINTENANCE AND ACCESS EASEMENT AGREEMENT (the "Agreement") is entered into October 4, 2005, by TSG Ski & Golf, LLC, a Colorado limited liability company, as grantor ("Grantor") and Robert G. Kerrigan and Sharon S. Kerrigan, as grantee ("Grantee").

RECITALS

- A. Grantor is the owner of certain real property in the Town of Mountain Village, San Miguel county, Colorado, more particularly described as Tract OSP-18A, Telluride Mountain Village, County of San Miguel, State of Colorado, according to the Plat of Tract OSP-18 and OSP-18A recorded in Plat Book 1 at pages 1553-1554 ("Grantor Property").
- B. Grantee is the owner of certain real property in the Town of Mountain Village, San Miguel County, Colorado, more particularly described as Lot SS811, Town of Mountain Village, according to the plat filed in the office of the Clerk and Recorder in Plat Book 1 at page 2281, and according to the Town of Mountain Village Official Lot List, recorded in Book 586 at page 548, County of San Miguel, State of Colorado, also known by street and number as: Lot SS-811, Mountain Village, Colorado 81435 ("Grantee Property").
- C. The terms, conditions and covenants made by the parties herein are made in their capacities as the owners of the subject properties. As such, the covenants herein are not personal to the parties but rather are personal to and shall run with the land according to the record title holder of the properties.
- D. The Plat of Tract OSP-18 and OSP-18A recorded in Plat Book 1 at pages 1553-1554, Note 1, established a non-exclusive driveway easement ("the Original Easement") inuring to the benefit of Lot SS-811 on, over, across and under Tract OSP-18A for the purpose of constructing, operating and maintaining pedestrian and vehicular access and subsurface utilities to Lot SS-811.
- E. Grantor desires to grant to Grantee an additional easement, consistent with the Original Easement, for the purposes set forth below across certain portions of the Grantor Property, more particularly described on the attached Exhibit A Map and Legal Description ("Easement Area"), in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of \$10.00, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties hereby covenant and agree as follows:

- 1. Grant of Easement. Grantor hereby grants to Grantee and its agents, employees, representatives, contractors and subcontractors ("Permittees") a non-exclusive easement for pedestrian and vehicular ingress and egress on, over, through, and across the Easement Area for the purposes of accessing, constructing, operating, maintaining and repairing any improvements to be located on Grantee Property ("Maintenance and Access Easement"), including the construction of a vehicular and pedestrian bridge in the Easement Area to span the small area of wetlands in the Easement Area. Grantor hereby expressly reserves the right to make any use of the Easement Area that does not unreasonably interfere with the Maintenance and Access Easement. Grantee and its Permittees will not use the Easement Area for any use or purpose other than as expressly provided herein. Grantee's times of use of the Maintenance and Access Easement shall be limited to those hours permitted for construction activities under any applicable regulations of the Town of Mountain Village.
- 2. <u>Term of Easement</u>. The term of the Maintenance and Access Easement shall be perpetual.
- 3. <u>Compliance with Laws</u>. All activities carried on by Grantee and its Permittees in the Easement Area shall be conducted in accordance with all applicable laws, including compliance with Wetlands regulations. Grantee's and Permittees' use of the Easement Area shall be done in a manner and with such safeguards as to avoid any personal injury or property damage.
- 4. <u>Construction and Maintenance</u>. Neither Grantee nor Grantor shall have any responsibility to construct or maintain any improvements within the Easement Area. Any damage to the Easement Area or improvements located within the Easement Area caused by Grantee or Permittees shall be repaired at Grantee's sole cost. All work will be done in a professional, workmanlike manner.
- 5. Runs with the Land; Heirs, Successors and Assigns. The easements, benefits and rights granted and agreed to herein and the burdens, duties and obligations imposed and agreed to herein shall run with the land and shall be a benefit of, and burden upon, the Grantor Property and the Grantee Property. Further, the easements, benefits and rights granted and agreed to herein and the burdens, duties and obligations imposed and agreed to herein shall be binding upon and shall inure to the benefit of, and be a burden upon, the heirs, designees, successors, and assigns of both of the parties to this Agreement.
- 6. <u>Indemnity</u>. Grantee hereby agrees to indemnify, defend and hold harmless Grantor from and against any and all claims, actions, causes of actions, liability, losses damages, costs or expenses, including reasonable attorneys fees, and including, without limitation, any and all mechanics' and materialmen's liens and claims, that may be imposed upon or incurred by Grantor and that arise from Grantee's or its Permittees' use of the Easement Area, except to the extent due to Grantor's actions or conditions that are not created on the Easement Area or caused to be created thereon by Grantee or its Permittees.
- 7. Wetland Issues. Grantee acknowledges that it has received and is familiar with the

Wetlands Management Plan for the Telluride Mountain Village dated October 1996 ("Wetlands Management Plan"). Grantee hereby covenants and agrees that any and all construction, operation, maintenance and/or repair carried out within any of the easement areas described herein will comply with the Wetlands Management Plan.

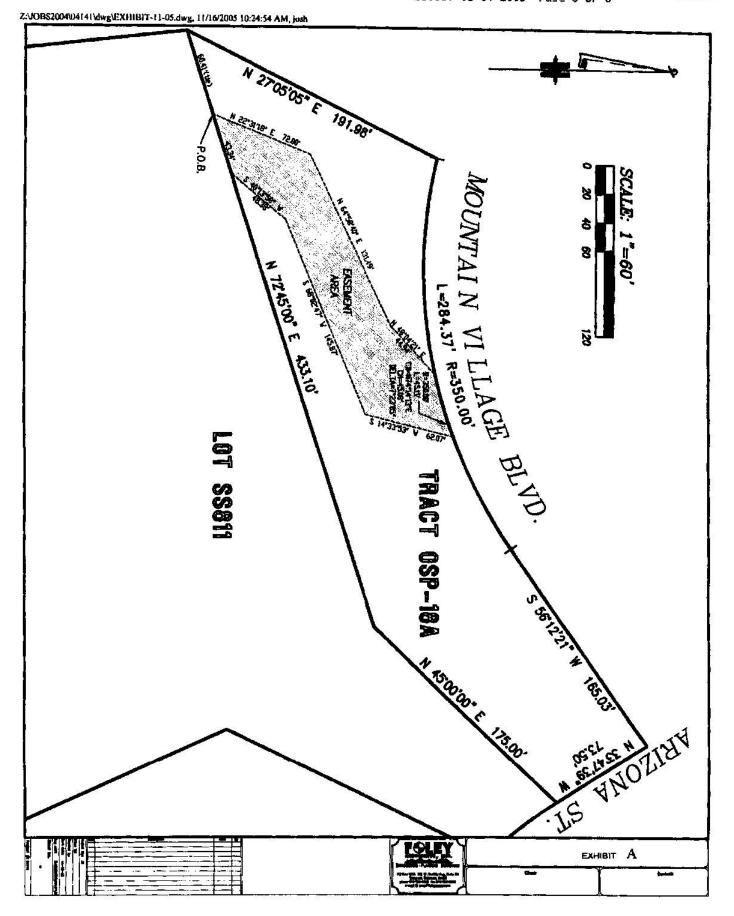
- 8. <u>Contractors and Sub-Contractors Affidavits</u>. Prior to the commencement of any construction relating to the Maintenance Access Easement, Grantee shall cause all of its contractors and subcontractors to execute Contractor and Sub-Contractor Affidavits in accordance with Section 6.2 of the Wetlands Management Plan and shall forward copies of all such affidavits to Grantor.
- 9. <u>Liens</u>. Grantee shall keep the Easement Area free of any liens or encumbrances caused by any act or omission of Grantee or its Permittees.
- 10. <u>Headings</u>. The captions and headings of any section herein are not part of and in no manner or way define, limit, amplify, change or alter any term, covenant or condition of this Agreement.
- 11. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.
- 12. <u>Recordation</u>. This Agreement shall be recorded in the real property records of San Miguel County, Colorado.
- 13. <u>Amendments</u>. No amendments, waivers or modifications hereof shall be made or deemed to have been made unless in writing and executed by the parties to be bound thereby.
- 14. Attorneys' Fees. In the event of any litigation, controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement or the breach or threatened or claimed breach hereof, the prevailing party, whether by judgment of out of court settlement, shall be entitled to recover from the losing party, reasonable expenses, attorneys' fees and other costs incurred in connection therewith, or in the enforcement or collection of any judgment or award rendered therein.

Comm. No: DD 475324

15. Severability. The enforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions of this Agreement unenforceable, invalid, or illegal or illegal, but rather the unenforceable, invalid or illegal provisions of this Agreement shall be deemed severed from this Agreement, and this Agreement shall remain in full force and effect to the greatest extent permitted by applicable law.

IN WITNESS WHEREOF, the undersigned have executed this Agreement intending it to be effective as of the date first set forth above.

GRANTOR:
TSG Ski & Golf, LLC, a Colorado limited liability company
By: signed]
Iprint name and title] PESONT OPERATIONS
STATE OF COLORADO)
j
COUNTY OF SAN MIGUEL)
The foregoing instrument was acknowledged before me this 28 day of [title], 200 by 15 Thateur [name], Se VI. [title],
TSG Ski & Golf, LtdC, and limited liability company.
My company symptoms: 75-08 Witness The ring of Refficient Seal.
Willa Makers
GRANTEE: Notary Public
Mdet Sex Sharon D. Kenigan
Robert G. Kerrigan Sharon S. Kerrigan
STATE OF FOUDA)
COUNTY OF ESCANDIA)
The foregoing instrument was acknowledged before me this day of
July, 2005, by Robert G. Kerrigan and Sharon S. Kerrigan.
My commission expires: 1913012109 Witness my hand and official seal.
Notary Public
CHARATI D. JENNINGS Notary Public-State of FL
COMM Ever Day 20 2000



FOLEY ASSOCIATES, INC. CIVIL ENGINEERING AND LAND SURVEYING P. O. BOX 1385 TELLURIDE, CO 81435 970-728-6153

LEGAL DESCRIPTION

A portion of Tract OSP-18A, Town of Mountain Village, according to the Plat of Tract OSP-18 and Tract OSP-18A, Telluride Mountain Village filed in the office of the Clerk and Recorder in Plat Book 1 at page 1553, further described as follows:

Beginning at a point on the southern boundary of said Tract OSP-18A the from which the westernmost corner bears S 72°45'00" W, 60.41 feet;

Thence N 22°31'18" E, 72.00 feet;

Thence N 64°58'40" E, 131.49 feet:

Thence N 48°04'21" E, 44.94 feet to a point on the northern boundary of said Tract OSP-18A:

Thence along the northern boundary of said Tract OSP-18A, 45.11 feet along a non-tangential curve concave to the north with a radius of 350 feet, a delta angle of 7°23'05", a chord bearing of N 74°14'13" E and a chord distance of 45.08 feet;

Thence S 14°33'53" W, 62.07 feet;

Thence S 68°02'47" W, 145.87 feet;

Thence S 40°13'58" W, 48.38 feet to a point on the southern boundary of said Tract OSP-18A;

Thence S 72°45'00" W, 43.34 feet along the southern boundary of said Tract OSP-18A to the Point of Beginning,

County of San Miguel, State of Colorado

Joshua J College B.E.S. #37903

Z:\JOBS2004\04141\DOC\EXHIBIT-11-05

EXHIBIT 3



DEPARTMENT OF THE ARMY

U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT 1325 J STREET SACRAMENTO CA 95814-2922

June 15, 2015

Regulatory Division SPK-2015-00073

Mr. Davis Fansler Post Office Box 2758 Telluride, Colorado 81435

Dear Mr. Fansler:

We are responding to your June 5, 2015, request for a preliminary jurisdictional determination (JD), in accordance with our Regulatory Guidance Letter (RGL) 08-02, for the Lot SS-811 Development site. The site is located within the Town of Mountain Village on Lot SS-811, on Mountain Village Boulevard, Latitude 37.9328°, Longitude - 107.8745°, San Miguel County, Colorado.

Based on available information, we concur with the amount and location of wetlands and/or other water bodies on the site as depicted on the enclosed map entitled **Sheet 1**, **Project No. 04141**, **dated January 22**, **2015**, prepared by Foley Associates, Incorporated. The approximately 2.8 acres of wetlands and/or other water bodies present within the survey area are potential waters of the United States regulated under Section 404 of the Clean Water Act.

You should not start any work in potentially jurisdictional waters of the United States unless you have Department of the Army permit authorization for the activity. You may request an approved JD for this site at any time prior to starting work within waters. In certain circumstances, as described in RGL 08-02, an approved JD may later be necessary. You should provide a copy of this letter and notice to all other affected parties, including any individual who has an identifiable and substantial legal interest in the property.

This preliminary determination has been conducted to identify the potential limits of wetlands and other water bodies which may be subject to Corps of Engineers' jurisdiction for the particular site identified in this request. A Notification of Appeal Process and Request for Appeal form is enclosed to notify you of your options with this determination.

Please refer to identification number SPK-2015-00073 in any correspondence concerning this project. If you have any questions, please contact Carrie Sheata at the Colorado West Regulatory Branch, 400 Rood Avenue, Room 224, Grand Junction, Colorado 81501, by email at Carrie.A.Sheata@usace.army.mil, or telephone at 970-243-1199 X14. We appreciate your feedback. At your earliest convenience, please tell us how we are doing by completing the customer survey on our website under Customer Service Survey. For more information regarding our program, please visit our website at www.spk.usace.army.mil/Missions/Regulatory.aspx.

Sincerely,

Original Signed

Susan Bachini Nall Chief, Colorado West Branch Regulatory Division

Enclosures:

- 1. Sheet 1, Project No. 04141, dated January 22, 2015
- 2. Notification of Appeal Form

cc: (w/ encl 1)

Mr. Chris Hazen, The Terra Firm, Incorporated, Post Office Box 362, Telluride, Colorado 81435

Mr. Chris Hawkins, Town of Mountain Village, 455 Mountain Village Blvd. Suite A, Telluride, Colorado 81435



DEPARTMENT OF THE ARMY

U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT 1325 J STREET SACRAMENTO CA 95814-2922

November 2, 2015

Regulatory Division (SPK-2015-00073)

Mr. Davis Fansler Post Office Box 2758 Telluride, Colorado 81435

Dear Mr. Fansler:

We are responding to your October 7, 2015, request for a Department of the Army permit for the Lot SS811 Development project. This project involves work, including discharges of dredged or fill material, in waters of the United States to install utilities and construct a driveway. The site is located within the Town of Mountain Village on Lot SS811, on Mountain Village Boulevard, Latitude 37.9328°, Longitude -107.8745°, San Miguel County, Colorado.

Based on the information you provided, the proposed activity will permanently impact approximately 0.013 acre of wetlands and temporary impact approximately 0.009 acre of wetlands. The proposed activity is authorized by Nationwide General permit number (NWP) 29 Residential Developments. You must comply with the general terms and conditions listed on the NWP information sheet and applicable regional conditions. Information on the NWP and regional conditions are available on our website at

http://www.spk.usace.army.mil/Missions/Regulatory/Permitting/NationwidePermits.aspx. Within 30 days after completion of the authorized work, you must sign the enclosed Compliance Certification and return it to this office.

This verification is valid until March 18, 2017, when the existing NWP's are scheduled to be modified, reissued, or revoked. Furthermore, if you commence or are under contract to commence this activity before the date the NWP is modified, reissued, or revoked, you will have 12 months from the date of the modification, reissuance or revocation of the NWP to complete the activity under the present terms and conditions. Failure to comply with the general and regional conditions of this NWP, or the project-specific special conditions of this authorization, may result in the suspension or revocation of your authorization.

Please refer to identification number SPK-2015-00073 in any correspondence concerning this project. If you have any questions, please contact Carrie Sheata at the Colorado West Regulatory Branch, 400 Rood Avenue, Room 224, Grand Junction, Colorado 81501, by email at Carrie. A. Sheata@usace.army.mil, or telephone at 970-243-1199 X14. We would appreciate your feedback. At your earliest convenience, please tell us how we are doing by completing the customer survey from the link on our website, listed below. For more information regarding our program, please visit our website at www.spk.usace.army.mil/Missions/Regulatory.aspx.

Sincerely,

Original Signed

FOR Susan Bachini Nall Chief, Colorado West Branch Regulatory Division

Enclosure: Compliance Certification

cc: (w/o encl)

Mr. Chris Hazen, The Terra Firm, Incorporated, Post Office Box 362, Telluride, Colorado 81435

Ms. Sarah Fowler, U.S. Environmental Protection Agency, Region 8, 1595 Wynkoop Street, Denver, Colorado 80202

Ms. Savannah Jameson, Town of Mountain Village, 455 Mountain Village Blvd. Suite A, Mountain Village, Colorado 81435

Lot SS811 was originally platted as a school site with a planned access/driveway off of Arizona Drive. In 2014/15, Davis Fansler (owner of SS811at the time) sought to evaluate access options to Lot 811, and engaged Chris Hazen of The Terra Firm, Inc. to conduct a comprehensive wetland delineation on the site and to evaluate with the project engineer (David Ballode) access alternatives to Lot SS811. It was determined in 2014 that a significant wetland resource occupies the east half of SS811, and lies between the developable portions of the subject parcel and Arizona Drive. The wetland area on the east half of SS811 was mapped by the Environmental Protection Agency in 1990 as a part of the "Finkbeiner Report" (the comprehensive assessment of wetlands and wetland impacts for the Mountain Village), and was named wetland 92M. Wetland 92M is described in the Finkbeiner report as a 2.08 acre sedge-willow wetland.

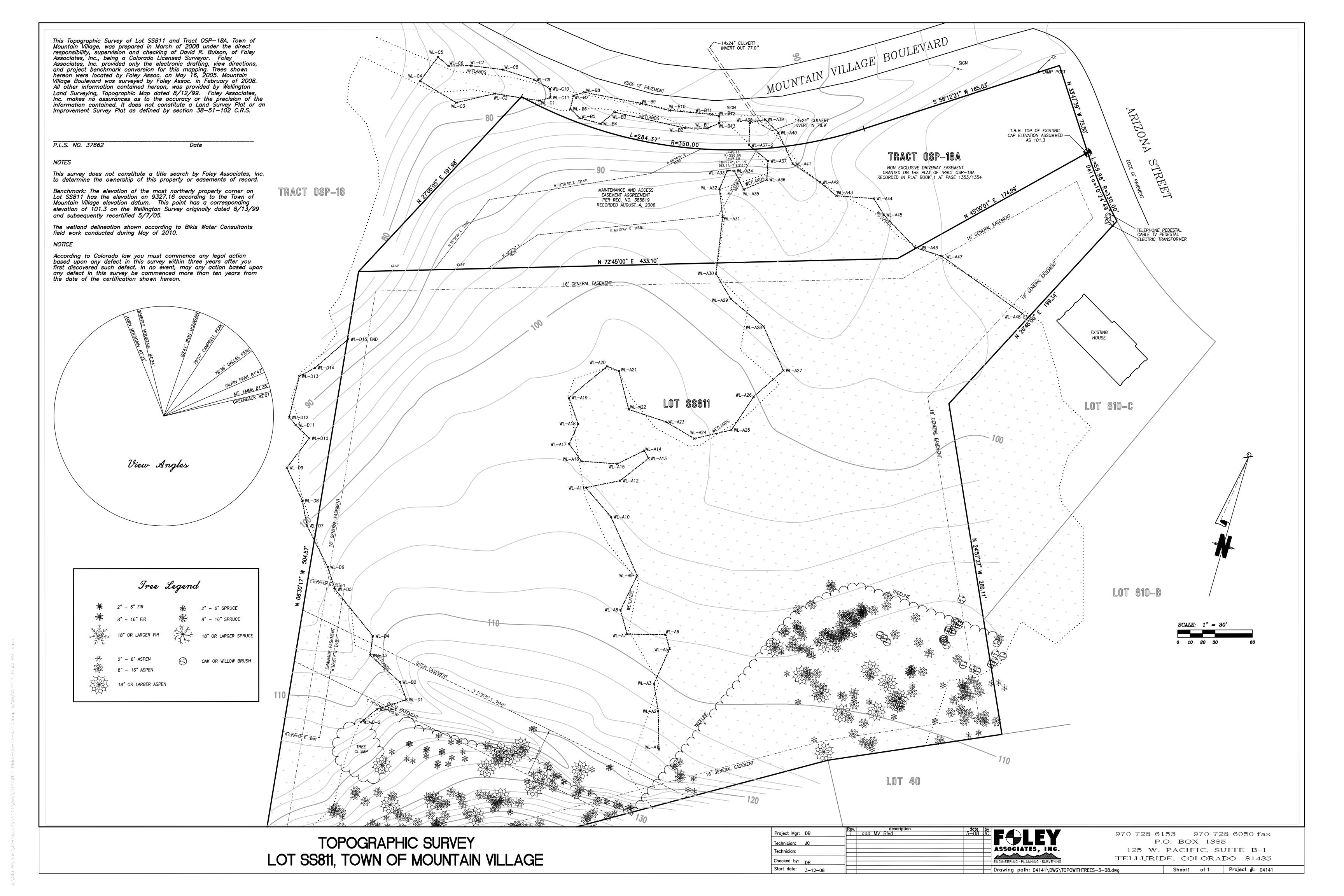
Access off of Arizona Drive would require the development of a 3,600 sq. ft. (20' x 180') driveway corridor - an at grade driveway would have direct impacts to wetlands and could potentially impact hydrology of adjacent areas due to a disruption of groundwater movement. An elevated driveway "bridge" could minimize impacts provided that the bottom chord of the bridge is 3-5' above grade, allowing for natural light to reach the plant community below. A bridge design would need to use abutments outside the wetland area, and any necessary supporting abutments along the middle portions of the bridge. Helical piers could also be used to support the bridge spans as they cross over the wetland area.

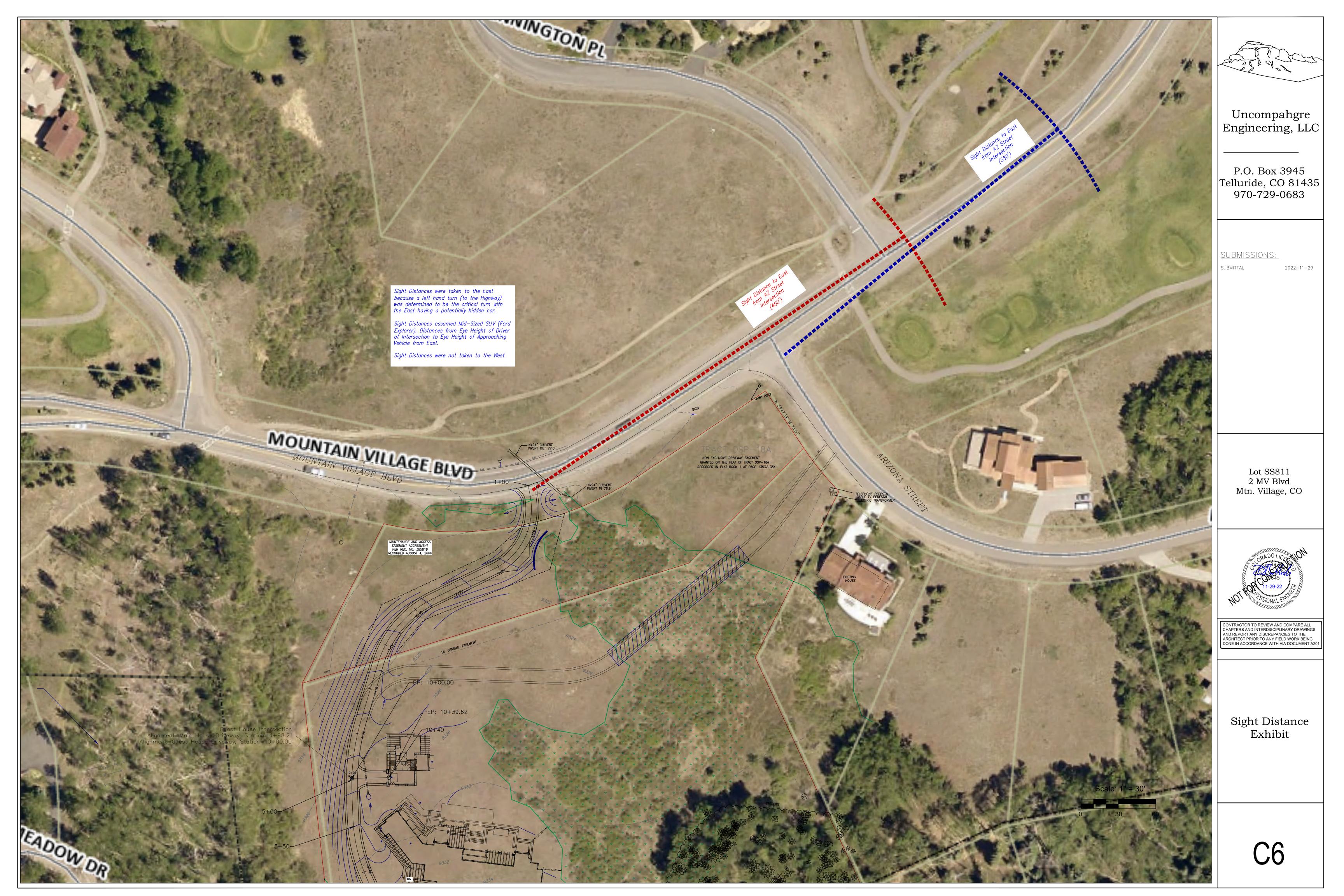
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The rule of thumb the ACOE uses when considering wetland permits hinges on the mindset of "avoid, minimize and then mitigate" wetland impacts - in general, the least impactful alternative should always be weighed as a preferred alternative when considering options.

Chris Hazen The Terra Firm, Inc. PO Box 362 Telluride, Colorado 81435

970.708.1221 cell





2 MOUNTAIN VILLAGE BLVD



SPECULATIVE RESIDENCE 2 MOUNTAIN VILLAGE BLVD. MOUNTAIN VILLAGE, CO 81435 **DESIGN REVIEW BOARD**

PROJECT DIRECTORY

CONTRACTOR:

CODY ABBOTT TOP NOTCH CONSTRUCTION 8121 PRESERVE DR. TELLURIDE, CO 81435

SURVEYOR:

FOLEY ASSOCIATES, INC. P.O. BOX 1385 125 W PACIFIC AVE SUITE B-1 TELLURIDE, CO 81435 970-728-6153

CIVIL ENGINEER:

DAVID BALLODE 113 LOST CREEK LN SUITE D MOUNTAIN VILLAGE, CO 81435 970-279-0683

SHORT ELLIOTT HENDRICKSON INC. 2000 SOUTH COLORADO BLVD. TOWER ONE, DENVER, CO. 80222

STRUCTURAL ENGINEER:

2000 SOUTH COLORADO BLVD. TOWER ONE, SUITE 6000 **DENVER, CO. 80222**

LANDSCAPE ENGINEER:

ARCHITECT:

DESIGNSCAPES COLORADO 15440 E FREMONT DR CENTENNIAL, CO 80113 303-721-9003

LOCATION MAP



LEGAL DESCRIPTION/LOT INFORMATION

LOT SS811 TELLURIDE MOUNTAIN VILLAGE ACC TO PLAT BK 1 PG 1555 8-23-93. LOT NAME: LOT SS81

ZONING: SINGLE FAMILY RESIDENTIAL LOT SIZE: 5.673 ACRES

BUILDING INFO:

ESCRIPTION	1-STORY W/ WALKOUT BASEMENT & GUEST HOUSE	
UILDING HEIGHT	ALLOWED	ACTUAL
IAXIMUM	35'	29'-2"
VERAGE	30'	18'-7"
ARKING SPACES	2 REQUIRED	6 PROVIDED

1,637 SF

13,013 SF

DESIGN CRITERIA

AREA CALCULATIONS

TOTAL GROSS AREA (UNDER ROOF):

MAIN HOUSE

MAIN LEVEL (HEATED):

TOTAL HEATED AREA:

COVERED PATIO:

Climate Zone: 6B Elevation: 9338.8 Live Roof Snow Load: 80-180 PSF Ground Snow Load: 130 PSF Wind Speed: 90 MPH (3 Sec. Gust) Exp. C/110 MPH Ultimate

Seismic Zone: C Weathering: Severe Frost Depth: 48 Inches Termite: Moderate Decay: None to Slight

DRAWING INDEX

A0.0 COVER SHEET & PROJECT DATA

A0.1 ARCHITECTURAL SITE PLAN

A0.4 HEIGHT LIMIT ANALYSIS

A0.5 HEIGHT LIMIT ANALYSIS ELEVATIONS

A0.6 HEIGHT LIMIT ANALYSIS ELEVATIONS

A.1 FLOOR PLANS

A.2 ROOF PLAN

A.3 ELEVATIONS

MATERIAL CALCULATIONS A.8 MATERIAL CALCULATIONS

A.9 EXTERIOR MATERIAL DIAGRAM

A.10 SCHEDULES

G1 GUEST HOUSE SCHEMATIC

C2.1 SITE GRADING AND DRAINAGE

C2.2 GRADING WITH DRIVEWAY PROFILES C3 UTILITIES

C4 CONSTRUCTION MITIGATION

L1 LANDSCAPE

APPLICABLE CODES

ALL CONSTRUCTION TO BE COMPLETED PER GOVERNING CODES BELOW: 2018 INTERNATIONAL RESIDENTIAL CODE (IRC) W/ LOCAL AMENDMENTS 2018 INTERNATIONAL PLUMBING CODE (IPC) W/ LOCAL AMENDMENTS 2018 INTERNATIONAL MECHANICAL CODE (IMC) W/ LOCAL AMENDMENTS

2018 INTERNATIONAL FUEL GAS CODE W/ LOCAL AMENDMENTS

2018 INTERNATIONAL ENERGY CONSERVATION CODE W/ LOCAL AMENDMENTS

2020 NATIONAL ELECTRICAL CODE

MAIN HOUSE 13,013 SF 2,194 SF **GUEST HOUSE** 15,197 SF

BUILDING COVERAGE:

LOT SIZE: 247115.88 15,197 SF = 6%

BASEMENT LEVEL (HEATED): 2,319 SF UPPER LEVEL (HEATED) 362 SF MAIN LEVEL (HEATED): 1,068 SF 9,326 SF TOTAL HEATED AREA: 1,430 SF GARAGE/MECH/STOR. (UNHEATED): 2,050 SF GARAGE/MECH/STOR. (UNHEATED):

COVERED PATIO:

TOTAL GROSS AREA (UNDER ROOF):

GUEST HOUSE

434 SF 330 SF

2,194 SF

Building a Better World for All of Us[®]

THE VAULT HOME COLLECTION 450 S. OLD DIXIE HWY, SITE 8

305.710.4907

CONTRACTOR TOP NOTCH CONSTRUCTION 8121 PRESERVE DR.

CODY ABBOTT 970-596-1014

TELLURIDE, CO 81435

SHORT ELLIOTT HENDRICKSON, IN 934 MAIN AVENUE, SUITE C DURANGO, COLORADO 81301

CONTACT: ALLISON MILLER PHONE: 970,459,9017

BLVD NCE AGE, CO 814 AGE |

2 MOUNTAIN VILLAGE BLVD

SPECULATIVE
2 MOUNTAIN VILLAGE BLVD

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SEH Project

Checked By Drawn By **Project Status**

DESIGN REVIEW BOARD

SITE/COVER

GENERAL CIVIL ENGINEERING NOTES:

1. THE EXISTING UTILITY LINES SHOWN ON THE PLANS ARE APPROXIMATE. AT LEAST TWO (2) FULL WORKING DAYS PRIOR TO TO COMMENCING CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO @ 1-800-922-1987 OR 811 TO GET ALL UTILITIES LOCATED. IF ANY OF THESE UNDERGROUND UTILITIES ARE IN CONFLICT WITH THE CONSTRUCTION PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND WORK WITH THE ENGINEER TO FIND A SOLUTION BEFORE THE START OF CONSTRUCTION.

INSTALLATION AND SEPARATION REQUIREMENTS SHALL BE COORDINATED WITH THE INDIVIDUAL UTILITY PROVIDERS.

THE UTILITY PROVIDERS ARE:
SEWER, WATER, CABLE TV AND FIBEROPTIC: TOWN OF MOUNTAIN VILLAGE
NATURAL GAS: BLACK HILLS ENERGY
POWER: SAN MIGUEL POWER
TELEPHONE: CENTURY LINK

2. PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES, ALL NECESSARY PERMITS SHALL BE OBTAINED BY THE OWNER OR CONTRACTOR.

3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT EXCAVATED SLOPES ARE SAFE AND COMPLY WITH OSHA REQUIRIEMENTS. REFER TO THE SITE—SPECIFIC REPORT FOR THIS PROJECT FOR ADDITIONAL INFORMATION..

4. ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED OR LAID BACK PER OSHA REGULATIONS.

5. ALL MATERIALS AND CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE TOWN OF MOUNTAIN VILLAGE DESIGN STANDARDS LATEST EDITION. ALL CONSTRUCTION WITHIN EXISTING STREET OR ALLEY RIGHT—OF—WAY SHALL BE SUBJECT TO TOWN OF MOUNTAIN VILLAGE INSPECTION.

- 6. THE CONTRACTOR SHALL HAVE ONE COPY OF THE STAMPED PLANS ON THE JOB SITE AT ALL TIMES.
- 7. THE CONTRACTOR SHALL NOTIFY THE TOWN 48 HOURS PRIOR TO THE START OF CONSTRUCTION.

8. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES AT ALL TIMES DURING CONSTRUCTION. THE ADJOINING ROADWAYS SHALL BE FREE OF DEBRIS AT THE END OF CONSTRUCTION ACTIVITIES EACH DAY.

9. THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN PROPER TRAFFIC CONTROL DEVICES UNTIL THE SITE IS OPEN TO TRAFFIC. ANY TRAFFIC CLOSURES MUST BE COORDINATED WITH THE TOWN OF MOUNTAIN VILLAGE.

10. ALL DAMAGE TO PUBLIC STREETS AND ROADS, INCLUDING HAUL ROUTES, TRAILS, OR STREET IMPROVEMENTS, OR TO PRIVATE PROPERTY, SHALL BE REPAIRED AT THE SOLE EXPENSE OF THE CONTRACTOR TO THE ORIGINAL CONDITIONS.

11. WHEN AN EXISTING ASPHALT STREET IS CUT, THE STREET MUST BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN ITS ORIGINAL CONDITION. THE FINISHED PATCH SHALL BLEND SMOOTHLY INTO THE EXISTING SURFACE. ALL LARGE PATCHES SHALL BE PAVED WITH AN ASPHALT LAY—DOWN MACHINE.

12. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER. ANY DISCHARGE REQUIREMENTS SHALL BE COORDINATED WITH THE TOWN OF MOUNTAIN VILLAGE.

13. CONTRACTOR SHALL NOTIFY ALL RESIDENTS IN WRITING 24 HOURS PRIOR TO ANY SHUT—OFF IN SERVICE. THE NOTICES MUST HAVE CONTRACTOR'S PHONE NUMBER AND NAME OF CONTACT PERSON, AND EMERGENCY PHONE NUMBER FOR AFTER HOURS CALLS. ALL SHUT—OFF'S MUST BE APPROVED BY THE TOWN AND TOWN VALVES AND APPURTENANCES SHALL BE OPERATED BY TOWN PERSONNEL.

14. CONTRACTOR SHALL KEEP SITE CLEAN AND LITTER FREE (INCLUDING CIGARETTE BUTTS) BY PROVIDING A CONSTRUCTION DEBRIS TRASH CONTAINER AND A BEAR-PROOF POLY-CART TRASH CONTAINER, WHICH IS TO BE LOCKED AT ALL TIMES.

15. CONTRACTOR MUST BE AWARE OF ALL TREES TO REMAIN PER THE DESIGN AND APPROVAL PROCESS AND PROTECT THEM ACCORDINGLY.

16. THE CONTRACTOR SHALL PROVIDE UNDERGROUND UTILITY AS-BUILTS TO THE TOWN.

17. ALL STRUCTURAL FILL UNDER HARDSCAPE OR ROADS MUST BE COMPACTED TO 95% MODIFIED PROCTOR (MIN.) AT PLUS OR MINUS 2% OF THE OPTIMUM MOISTURE CONTENT. NON—STRUCTURAL FILL SHALL BE PLACED AT 90% (MIN.) MODIFIED PROCTOR.

18. UNSUITABLE MATERIAL SHALL BE REMOVED AS REQUIRED BY THE SOILS ENGINEER. ALL MATERIALS SUCH AS LUMBER, LOGS, BRUSH, TOPSOIL OR ORGANIC MATERIALS OR RUBBISH SHALL BE REMOVED FROM ALL AREAS TO RECEIVE COMPACTED FILL.

19. NO MATERIAL SHALL BE COMPACTED WHEN FROZEN.

20. NATIVE TOPSOIL SHALL BE STOCKPILED TO THE EXTENT FEASIBLE ON THE SITE FOR USE ON AREAS TO BE REVEGETATED.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST ABATEMENT AND EROSION CONTROL MEASURES DEEMED NECESSARY BY THE TOWN, IF CONDITIONS WARRANT THEM.

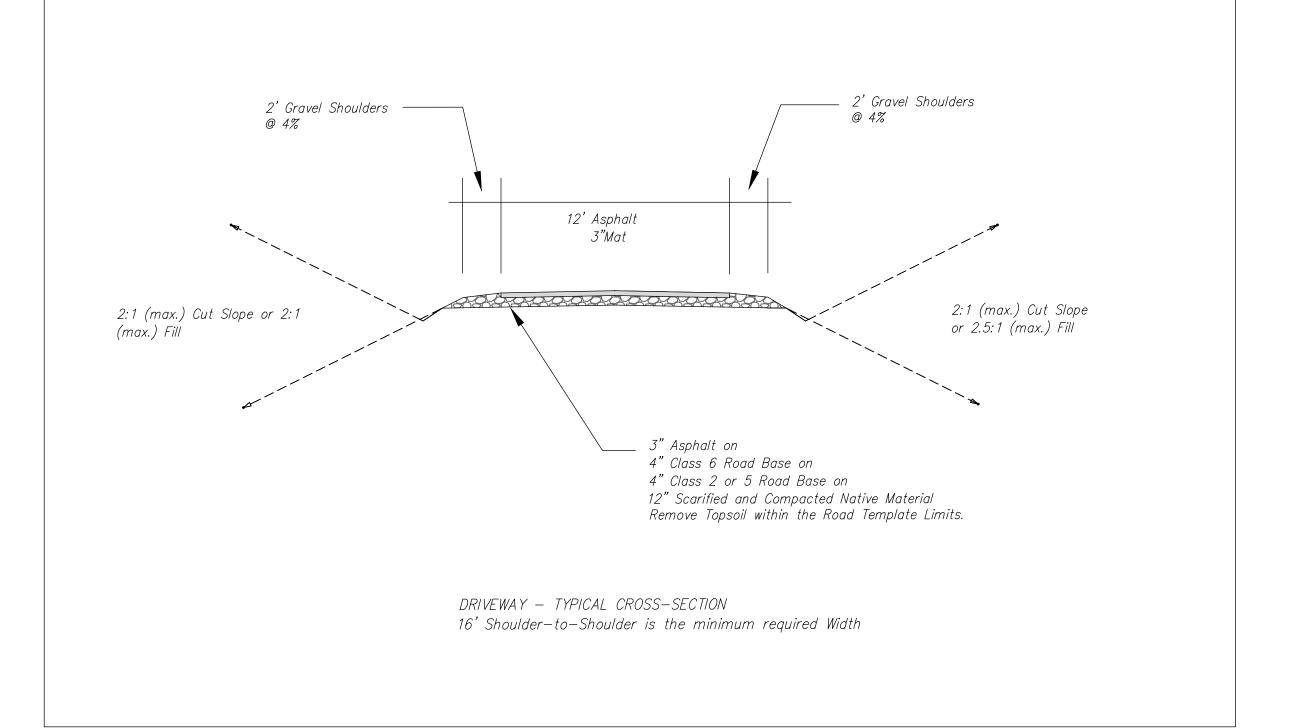
22. ALL DISTURBED GROUND SHALL BE RE-SEEDED WITH A TOWN-APPROVED SEED MIX. REFER TO THE LANDSCAPE PLAN.

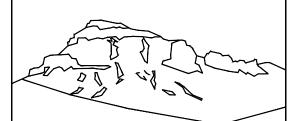
23. THE CONTRACTOR IS REQUIRED TO PROTECT ALL EXISTING SURVEY MONUMENTS AND PROPERTY CORNERS DURING GRADING AND CONSTRUCTION.

24. ALL UNDERGROUND PIPE SHALL BE PROTECTED WITH BEDDING TO PROTECT THE PIPE FROM BEING DAMAGED.

25. HOT TUBS SHALL DRAIN TO THE SANITARY SEWER (OR PUMPED TO AA CLEAN-OUT).

26. THE UTILITY PLAN DEPICTS FINAL UTILITY LOCATIONS BUT HAS BEEN COMPLETED AT A PRELIMINARY STAGE. CONTRACTOR SHALL VERIFY ALIGNMENTS WITH THE ARCHITECT PRIOR TO CONSTRUCTION.





Uncompahgre Engineering, LLC

P.O. Box 3945 Telluride, CO 81435 970-729-0683

SUBMISSIONS:

SUBMITTAL SUBMITTAL

AL

2022-02-18

2022-10-14

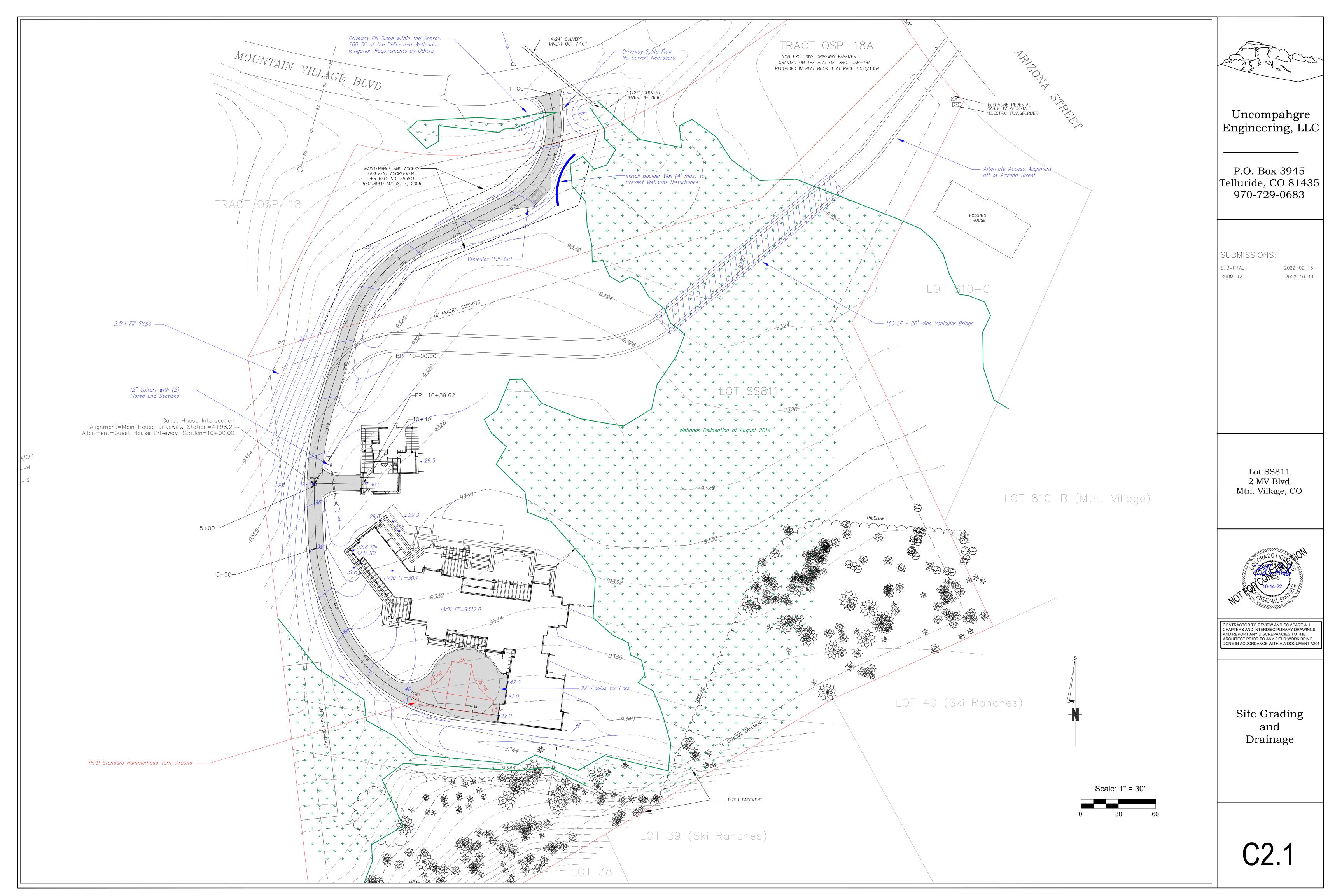
Lot SS811 2 MV Blvd Mtn. Village, CO

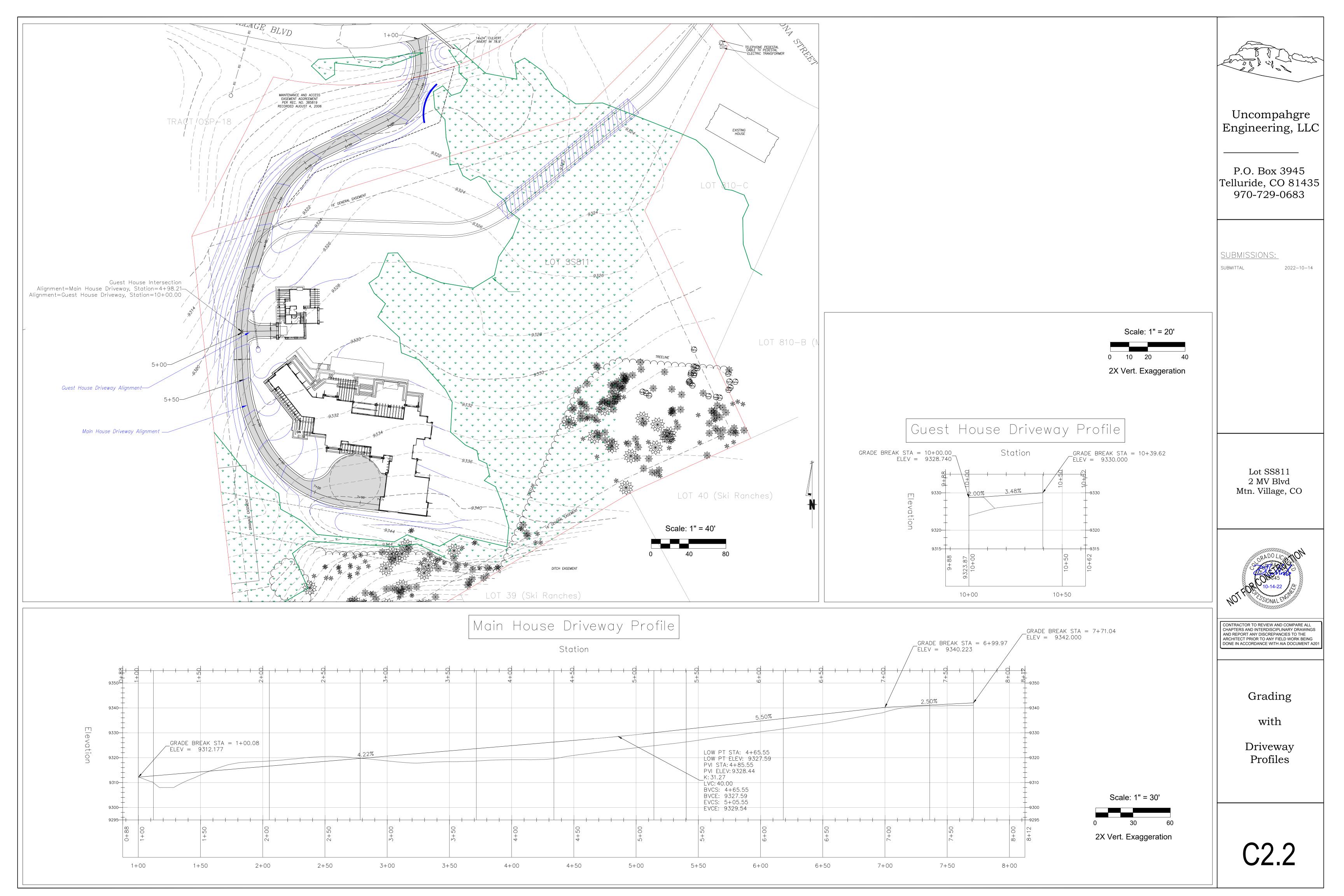


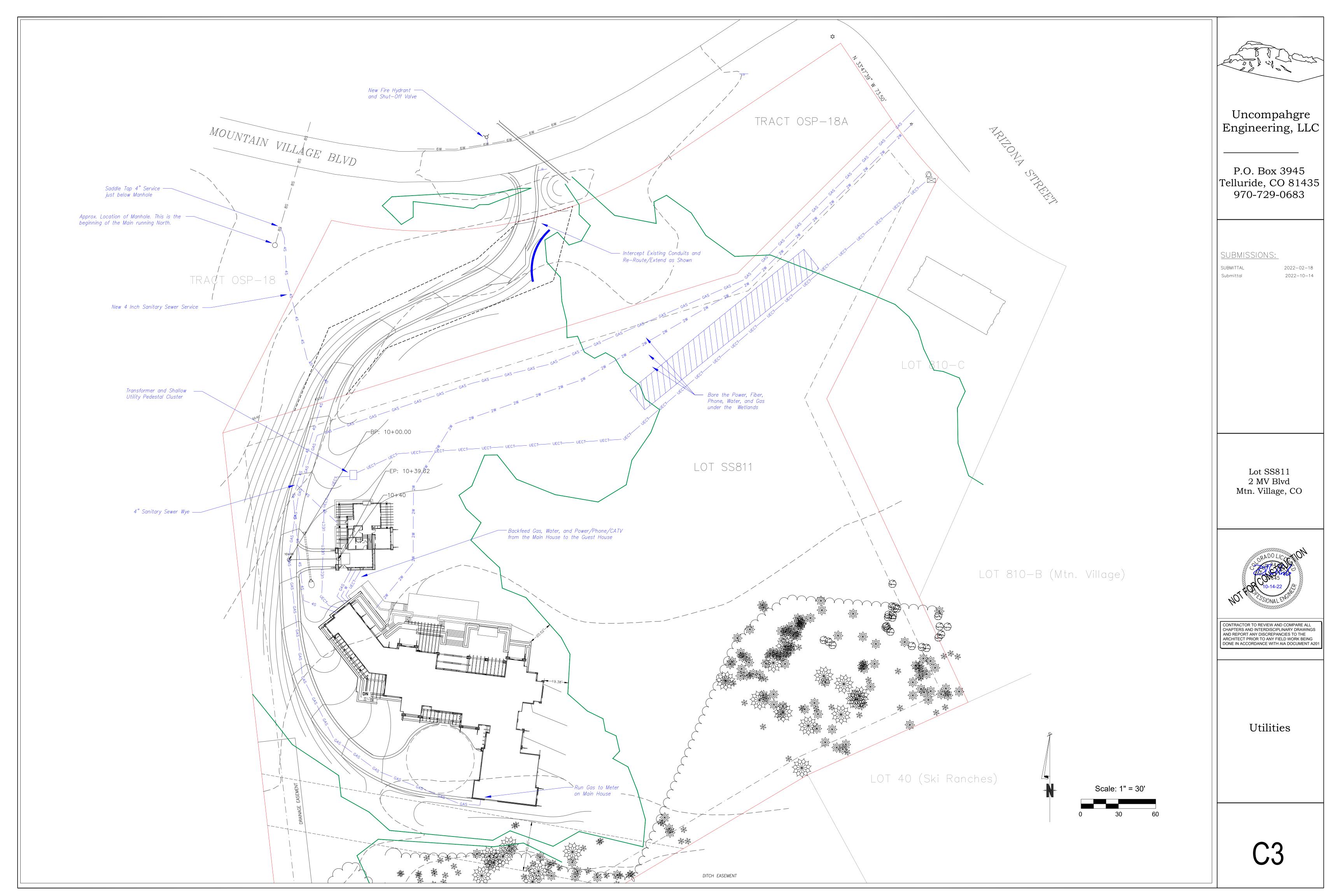
CONTRACTOR TO REVIEW AND COMPARE ALL
CHAPTERS AND INTERDISCIPLINARY DRAWINGS
AND REPORT ANY DISCREPANCIES TO THE
ARCHITECT PRIOR TO ANY FIELD WORK BEING
DONE IN ACCORDANCE WITH AIA DOCUMENT A201

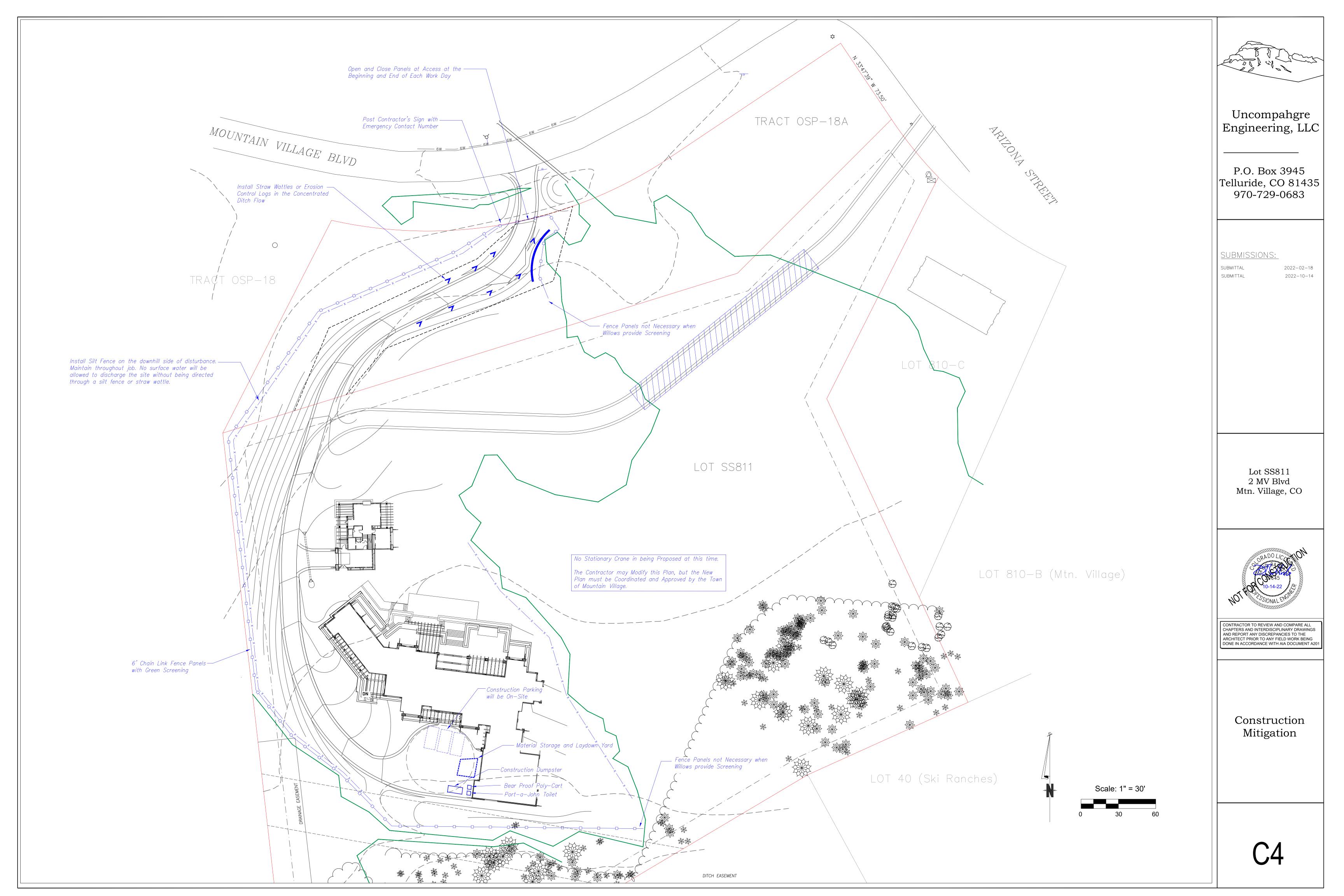
Notes

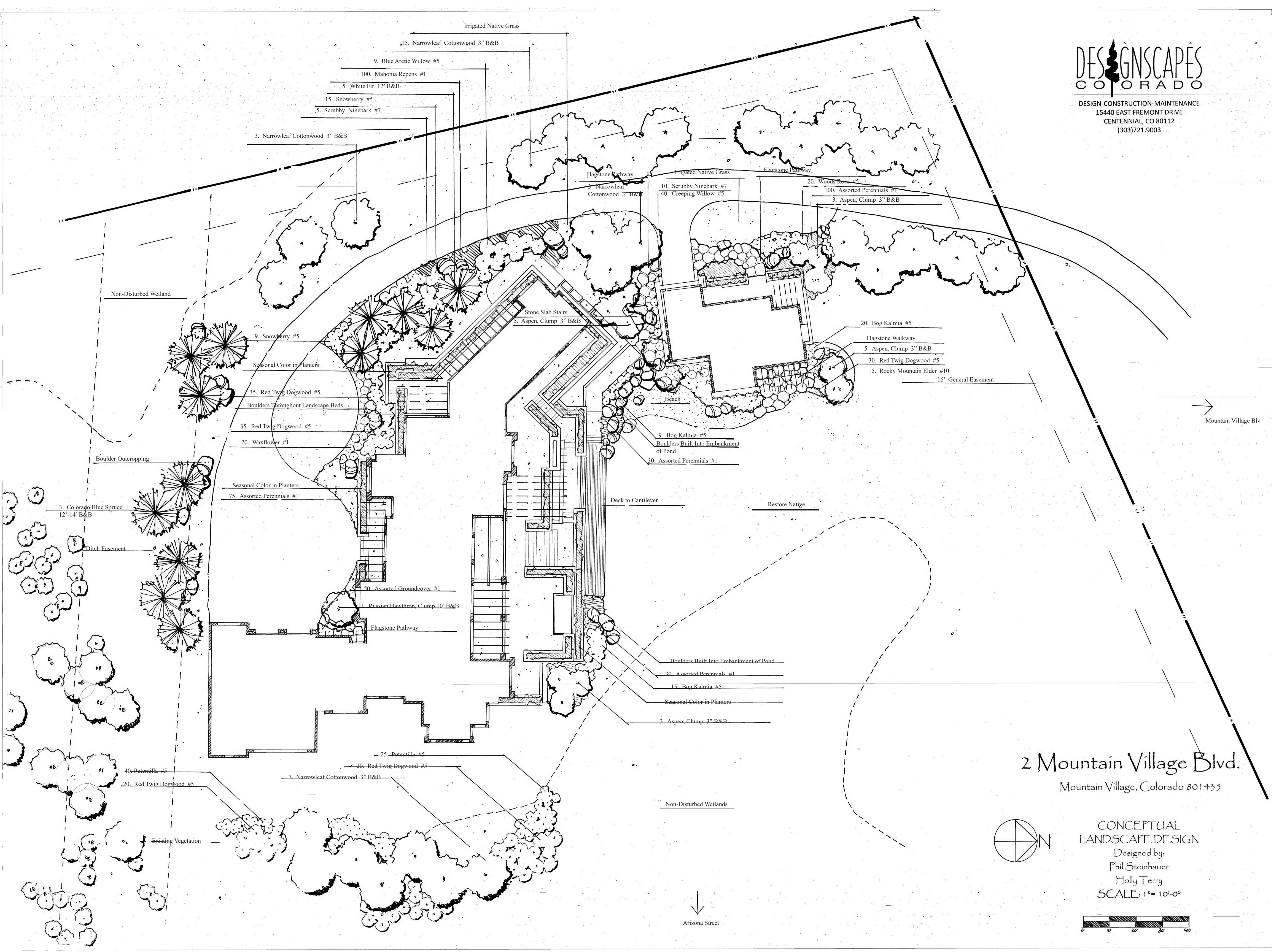
C1













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CONTACT 305.710.4907

CONTRACTOR TOP NOTCH CONSTRUCTION 8121 PRESERVE DR. TELLURIDE, CO 81435

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CONTACT: ALLISON MILLER PHONE: 970.459.9017

2 MOUNTAIN VILLAGE BLVD

2 MOUNTAIN VILLAGE BLVD

2 MOUNTAIN VILLAGE BLVD. MOUNTAIN VILLAGE, CO 81435

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SEH Project Checked By Drawn By

Project Status DESIGN REVIEW BOARD

Issue Date 10.17.2022

ARCHITECTURAL SITE PLAN

LSC TRANSPORTATION CONSULTANTS, INC.



October 13, 2023

1889 York Street Denver, CO 80206 (303) 333-1105 FAX (303) 333-1107 E-mail: lsc@lscdenver.com

Mr. Matthew Shear 2 MV, LLC matthew@yaulthomecollection.com

Re: SS811/2MV Sight Distance

Evaluation

Mountain Village, CO

LSC #230400

Dear Mr. Shear:

Per your request, we have completed this sight distance evaluation along Mountain Village Boulevard for the proposed SS811/2MV development in Mountain Village, Colorado. Figure 1 shows the vicinity map for the site.

INTRODUCTION

The purpose of this letter is to evaluate the sight distance along Mountain Village Boulevard from both the preferred location directly to Mountain Village Boulevard and a less desired option via the Mountain Village Boulevard/Arizona Street intersection. Figure 2 shows the study area, existing topography, and the two site access options.

SIGHT DISTANCE EVALUATION FOR SITE ACCESS DIRECTLY TO MOUNTAIN VILLAGE BOULEVARD (PREFERRED SCENARIO)

Looking East

Figure 3 shows a photo looking east along Mountain Village Boulevard from near the preferred site access intersection. The required entering sight distance for a posted speed limit of 30 mph would be 300 feet for passenger vehicles and 390 feet for single-unit (box) trucks. It is important to note the passenger vehicles approaching from the east have a minimum required stopping sight distance of only 200 feet.

Looking West

Figure 4 shows a photo looking west along Mountain Village Boulevard from near the preferred site access intersection. The required entering sight distance for a posted speed limit of 30 mph would be 300 feet for passenger vehicles and 390 feet for single-unit (box) trucks. It is important to note the passenger vehicles approaching from the west have a minimum required stopping sight distance of only 200 feet.

Plan and Profile View

Figure 5 shows the lines of sight plotted on a Plan/Profile sheet. It shows acceptable sight distance is available for passenger cars and single-unit trucks. The approaching passenger vehicles have a stopping sight distance requirement of only 200 feet which is also available.

SIGHT DISTANCE EVALUATION FOR SITE ACCESS ON ARIZONA STREET (LESS DESIRED SCENARIO)

Looking East

Figure 6 shows a photo looking east along Mountain Village Boulevard from the intersection with Arizona Street. The required entering sight distance for a posted speed limit of 30 mph would be 300 feet for passenger vehicles and 390 feet for single-unit (box) trucks. It is important to note the passenger vehicles approaching from the east have a minimum required stopping sight distance of only 200 feet.

Looking West

Figure 7 shows a photo looking west along Mountain Village Boulevard from the intersection with Arizona Street. The required entering sight distance for a posted speed limit of 30 mph would be 300 feet for passenger vehicles and 390 feet for single-unit (box) trucks. It is important to note the passenger vehicles approaching from the west have a minimum required stopping sight distance of only 200 feet.

Plan and Profile View

Figure 8 shows the lines of sight plotted on a Plan/Profile sheet. It shows acceptable sight distance is available for passenger cars and single-unit trucks. The approaching passenger vehicles have a stopping sight distance requirement of only 200 feet which is also available.

CONCLUSION

The existing sight distance along Mountain Village Boulevard from both the preferred location and via Arizona Street are acceptable, but the sight distance to the east is slightly better for the preferred site access directly to Mountain Village Boulevard. The applicant requests access directly to Mountain Village Boulevard.

* * *

We trust this information will assist you in planning for access to the ${\rm SS}811/2{\rm MV}$ development.

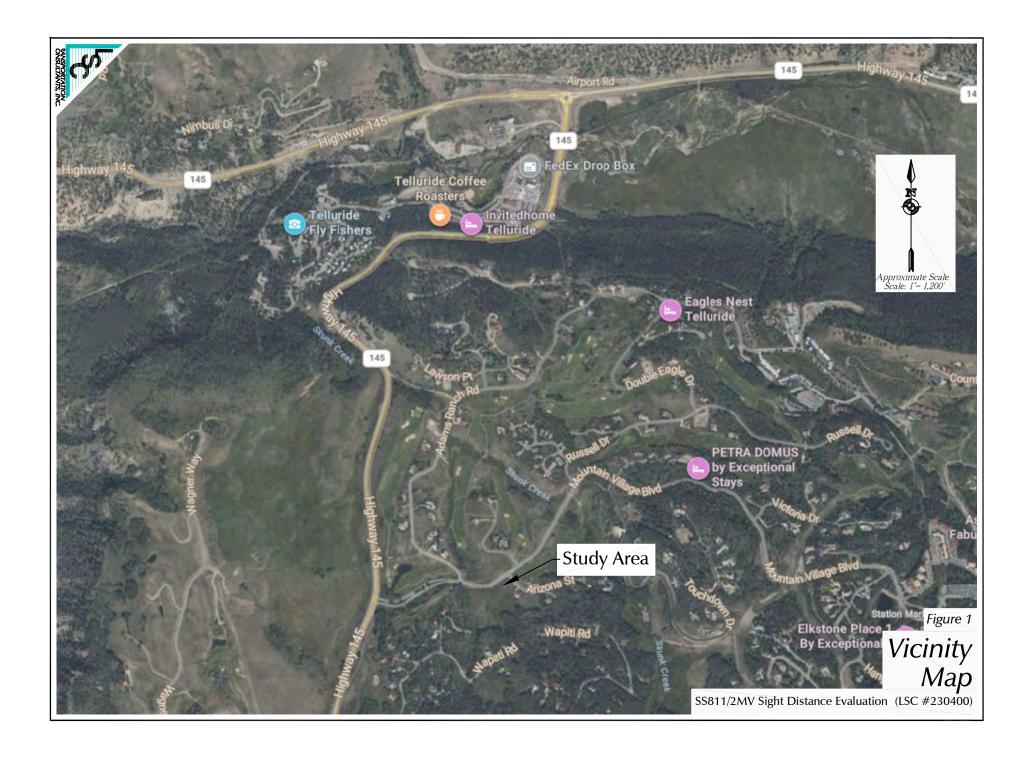
Respectfully submitted Support Fig. 100 LICE Transport Fig. 2 39018

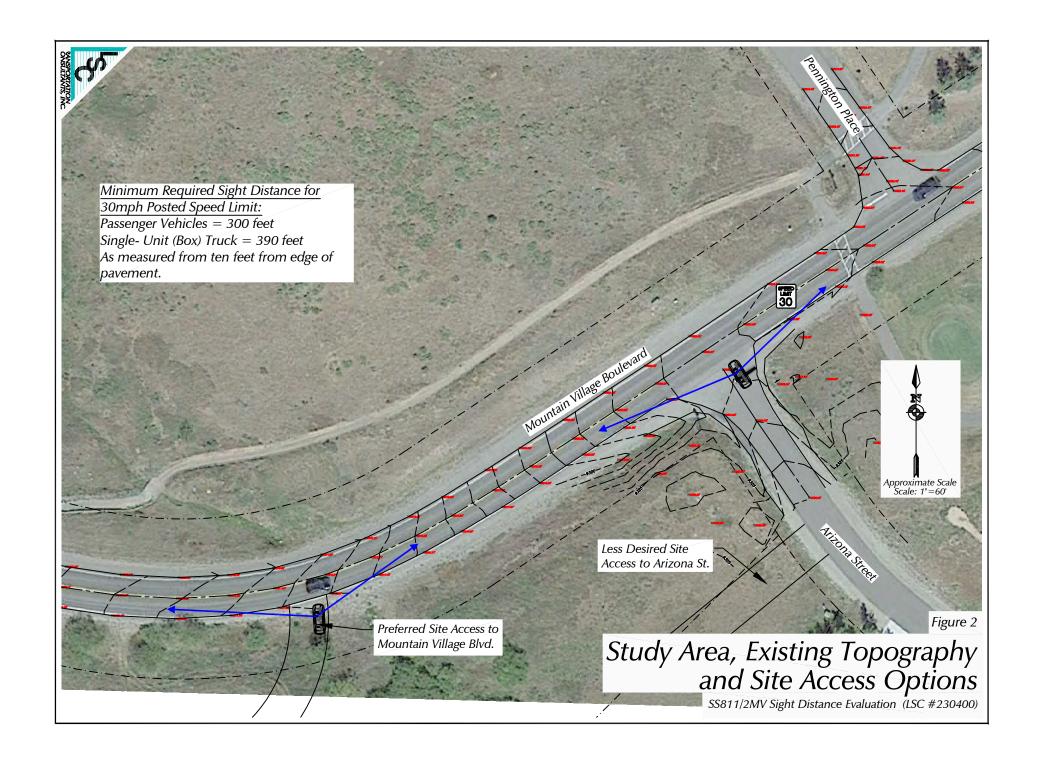
Christopher Cranal Principal President All President Pre

10-13-23

CSM/wc

Enclosures: Figures 1 - 8







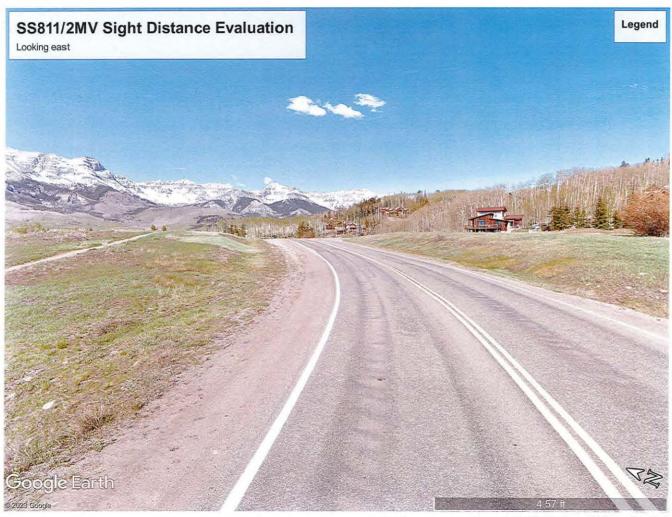


Figure 3

Mountain Village Blvd. Looking East From Near Preferred Site Access



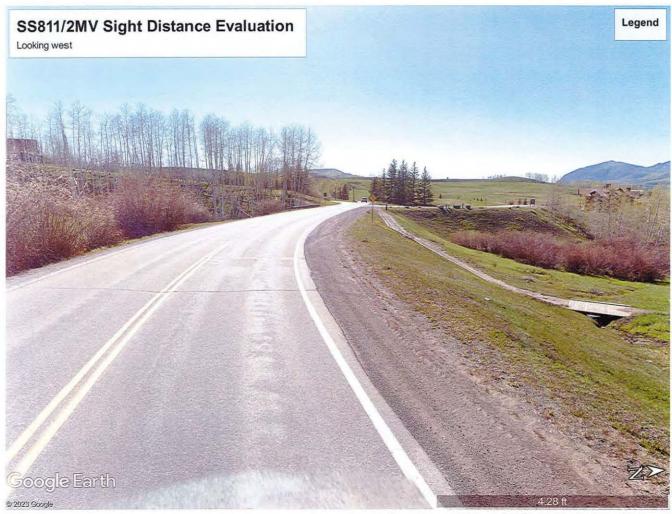
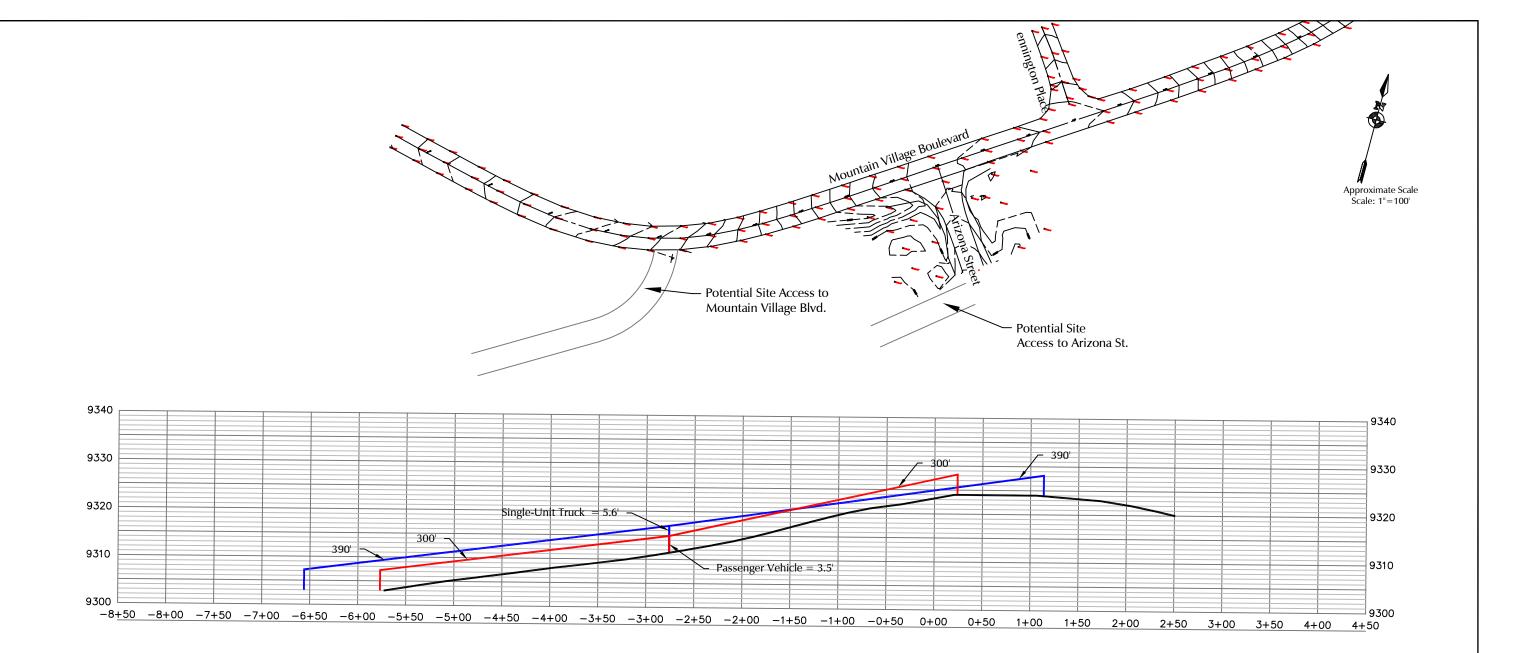


Figure 4

Mountain Village Blvd. Looking West From Near Preferred Site Access



Note: These entering sight distance lengths are based on the approaching vehicle not having to brake to allow the sideroad vehicles to enter the roadway. The stopping sight distance to avoid a collision is much shorter. The minimum stopping distance for 30mph for approaching passenger vehicles is only 200 feet.

Legend:

= Centerline Profile of Mountain Village Boulevard

Entering sight distance required based on CDOT Access Code.

= Passenger Car Line of Sight= Single-Unit Truck Line of Sight

Height of Driver Eye and Approaching Vehicle:

Passenger Vehicle = 3.5' Single-Unit Truck = 5.6'

Height of Approaching Vehicle = 4.25









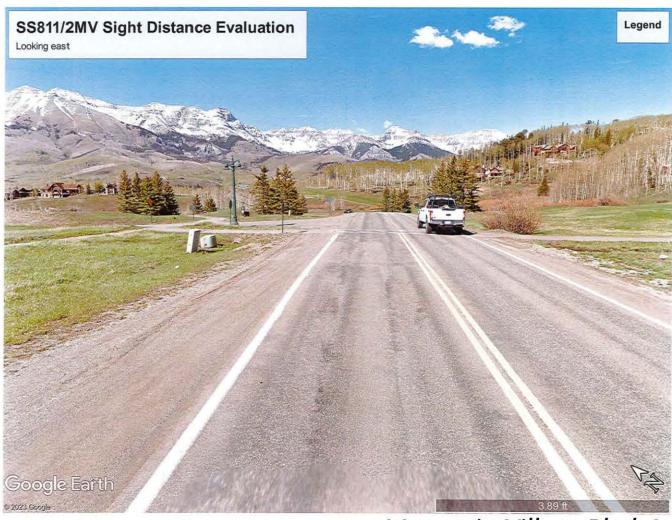


Figure 6

Mountain Village Blvd. Looking East From Near Arizona Street



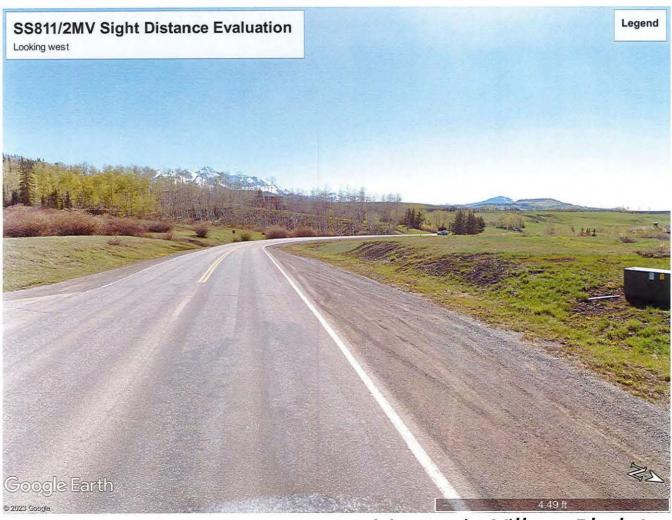
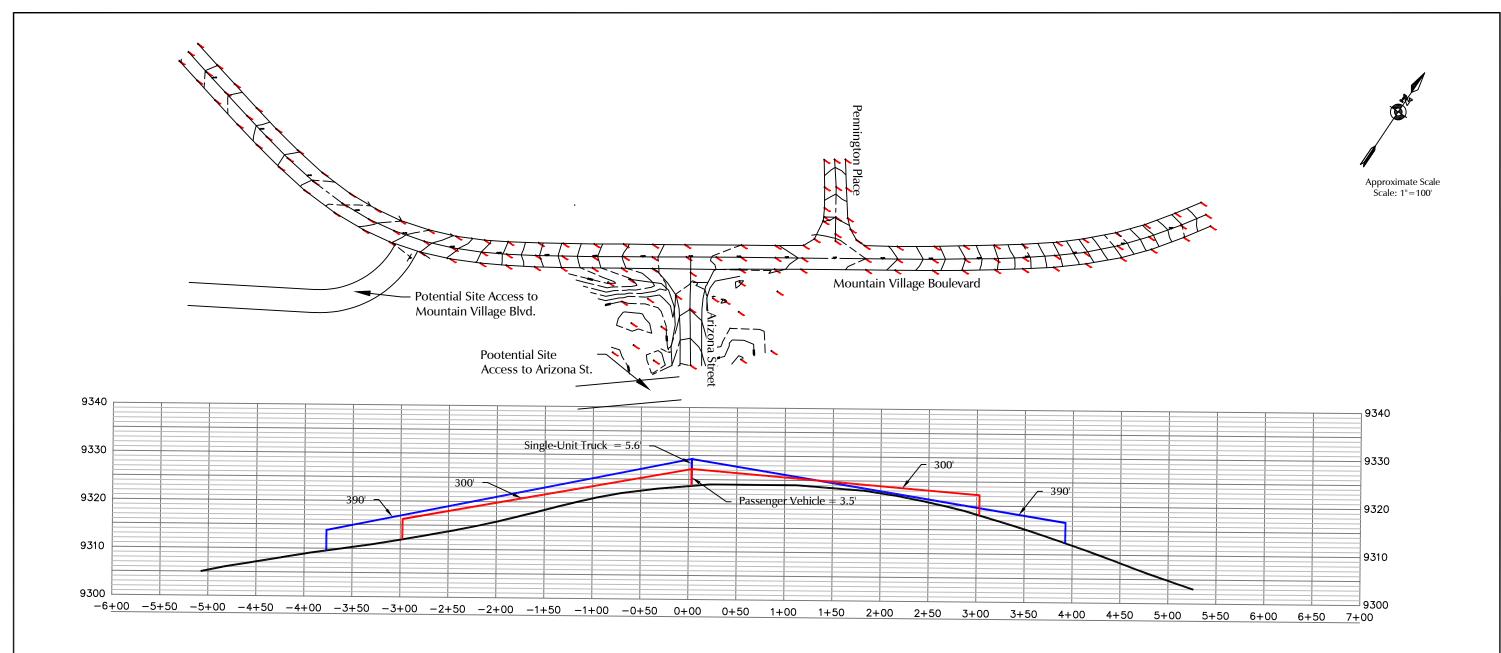


Figure 7

Mountain Village Blvd. Looking West From Near Arizona Street



Note: These entering sight distance lengths are based on the approaching vehicle not having to brake to allow the sideroad vehicles to enter the roadway. The stopping sight distance to avoid a collision is much shorter. The minimum stopping distance for 30mph for approaching passenger vehicles is only 200 feet.

Legend:

= Centerline Profile of Mountain Village Boulevard

= Passenger Car Line of Sight= Single-Unit Truck Line of Sight

Entering sight distance required based on CDOT Access Code.

Height of Driver Eye and Approaching Vehicle:

Passenger Vehicle = 3.5' Single-Unit Truck = 5.6'

Height of Approaching Vehicle = 4.25







January 4, 2024

BILL E. KYRIAGIS 303 575 7506 BKYRIAGIS@OTTENJOHNSON.COM

VIA EMAIL (CD@MTNVILLAGE.ORG; MVCLERK@MTNVILLAGE.ORG)

Design Review Board Town of Mountain Village 455 Mountain Village Boulevard Mountain Village, Colorado 81435

Re: Conditional Use Permit for Driveway Access on Lot OSP-18A for Single-Family Home on Lot SS-811, Pursuant to CDC Section 17.4.14

Dear Design Review Board:

This firm represents 2 MV BLVD, LLC ("**Applicant**"), the owner of Lot SS-811 ("**SS-811**"), in the Town of Mountain Village (the "**Town**") in connection with its application for a Conditional Use Permit ("**CUP**") for driveway access on Lot OSP 18A ("**OSP-18A**"). The DRB will be considering a recommendation to Town Council for the CUP at its January 4, 2024 meeting.

I am specifically writing to respond to comments submitted by Paul Savage on January 2, 2024. Mr. Savage's comments are legally and factually incorrect, and the DRB should recommend approval of the CUP, because it provides the most appropriate access to SS-811, with the most limited impact on the landscape.

Most importantly, Mr. Savage's suggestion that approval of the CUP would constitute an "open space land grab" is categorically false. The purpose was to provide access to SS-811 with as minimal impact on wetlands as possible, after Town staff emphasized the importance of minimizing wetlands disturbance.

First, Mr. Savage's suggestion that it is a surprise, or contrary to Town plans, that SS-811 would take access through OSP-18A is without basis. It has been a matter of public record that SS-811 would have access through OSP-18A, since at least 1993, when OSP-18A was created. I have attached the Plat of Tract OSP-18 and Tract OSP-18A, Telluride Mountain Village, San Miguel County, Colorado, recorded in the real property records of San Miguel County, Colorado on August 23, 1993 in Plat Book 1, Page 1553-54 (the "Plat"). Note 7 of the Plat provides:

Driveway Easement. A non-exclusive easement inuring to the benefit of Lot SS-811 is hereby established and reserved on, over, across, and under the tract of OSP-18A for the purpose of constructing, operating and maintaining pedestrian and vehicular access and subsurface utilities to Lot SS-811

Design Review Board January 4, 2024 Page 2

(the "Original Easement"). The specific location of the Original Easement was not fixed in the Plat, so in 2005, TSG Ski & Golf, LLC ("TelSki") entered into a Maintenance and Access Agreement, which was recorded in the real property records of San Miguel County, Colorado on August 4, 2006 at Reception No. 385819 (the "2005 Easement"). A copy of the 2005 Easement is included in your packet. The 2005 Easement merely defined a specific location for the access easement, and was expressly intended to be consistent with the Original Easement. In other words, there is no "land grab" here, because OSP-18A never existed independent of the access easement benefiting SS-811. This access was contemplated and of record before the Town was even incorporated, and well before most homes in the Town were built (including Mr. Savage's).

As noted above, the reason the Applicant is pursuing this access is that this approach will minimize disturbance of wetlands. In that regard, Mr. Savage's comments also mischaracterizes the wetlands issues associated with development of SS-811. Mr. Savage would prefer that the Town provide access to SS-811 via Arizona Street, a route that that would require construction through a significant amount of wetlands area. He selectively quotes a portion of a report from Chris Hazen (which is included in your packet), stating that building a bridge "could minimize impacts. . ." on those wetlands. However, that was not at all the important part of Mr. Hazen's conclusions. Mr. Hazen specifically concluded that the access through OSP-18A would provide the access that is the least impactful based on wetlands, and emphasized that the least impactful alternative should always be weighed as a preferred alternative when considering development options regarding wetlands.

As noted in the staff report, the wetlands are, themselves, an important feature of the open space in the immediate area. Accordingly, access via OSP-18A will best preserve and minimize disruption to open space. The access via Mountain Village Boulevard has also been determined to be safe and the preferred access point, as reflected in the report from LSC Transportation Consultants, Inc., included in your packet.

Finally, Mr. Savage's other comments about the history of this project are irrelevant. The Applicant is entitled to access to the property, and is pursuing the approach recommended by the Town staff. We respectfully request that the DRB recommend approval of the CUP as it provides the best access to SS-811.

Very truly yours,

Bill E. Kyriagis For the Firm

BEK/lm Attachment

cc: Kastia Lord (By Email)

David McConaughy (By Email (dmcconaughy@garfieldhecht.com)

Paul Wisor (By Email pwisor@mtnvillage.org) Amy Ward (By Email award@mtnvillage.org) Drew Nelson (By Email dnelson@mtnvillage.org)

TITLE INSURANCE COMPANY CERTIFICATE

Dated this 10T day of 1993.

TREASURER'S CERTIFICATE

I certify that according to the records in my office that there are no liens against this subdivision or any part thereof for unpaid State, Cour Municipal, or local taxes or special assessments.

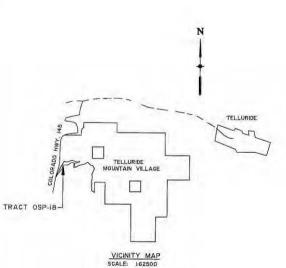


TAX BOND CERTIFICATE



NOTES:

- I. INFORMATION LISTED WITHIN ROAD RIGHTS-OF-WAY REFERS TO CENTERLINE.
- ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE
- 3. ALL DISTANCES SHOWN ALONG CURVED RIGHTS-OF-WAY ARE ARC LENGTHS.
- ORIGIN OF BEARING: THE NORTH LINE OF THE S 1/2 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN BEARS S 86 36' 10' E WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO. THIS BEARING WAS ROTATED 0' 26' 50' CLOCKWISE FROM ROGER D. MAHNKE'S SURVEY AS SHOWN ON THE TELLURIDE COMPANY BOUNDARY MAP DATED OCTOBER OF 1980. THIS ROTATION WAS DONE TO BE IN CONFORMANCE WITH THE PROJECT BEARINGS ESTABLISHED FREVIOUSLY BY KKENA, INC., DEAVER, COLORADD.
- 5. APPROVAL OF THIS PLAT MAY CREATE A VESTED PROPERTY RIGHT. PURSUANT TO ARTICLE 68 OF TITLE 24, C.R.S., AS AMENDED.
- 6. AREA FOR TRACT, OSP-18 IS TAKEN ENTIRELY FROM UNPLATTED OPEN SPACE,
- 7. DRIVEWAY EASEMENT. A NON-EXCLUSIVE EASEMENT INURING TO THE BENEFIT OF LOT SS-8II IS HEREBY ESTABLISHED AND RESERVED ON, OVER, ACROSS, AND UNDER TRACT OSP-18A FOR THE PURPOSE OF CONSTRUCTING, OPERATING AND MAINTAINING PEDESTRIAN AND VEHICULAR ACCESS AND SUBSURFACE UTILITIES TO LOT SS-8II.



COVENANTS, CONDITIONS, EASEMENTS, RESTRICTIONS, AND DEFINITIONS

General notes one (i) through fourteen [14], inclusive, and definitions one (i) through iwenty-five [25], inclusive, as shown on sheet one (i) and two (2) of the Plot for the Telluride Mountain Village, Filing 6, recorded on June 20, 1985 in the office of the Clerk and Recorder for Son Miguel County, Colorodo. In Plot Book I of Pages 565-571, are incorporated therein by this reference and shall apply to the real property plotted hereby in the some manner as it tuily set forth herein, Any amendments to the obove referenced General Notes and Definitions shall apply to the real property plotted hereby. San Miguel County, reserves the right and power to, pursuant to a zoning amendment, modify the covenants, conditions, essements, restrictions, and definitions.

PASSIVE OPEN SPACE/RECREATION TRACT

PRADIVE OPEN SPACE/RECREATION TRACT

belignates a fract of land Intended to preserve land within thoeplains, wetlands, figuration areas and widtlife hobitats in their netural obserces. To the greatest extent possible, all land designated as a Passiva Space/Recreation Tract shall remain in their natural, undsturbed state. Space/Recreation Tract shall remain in their natural, undsturbed state. Uses allowed on Passiva Open Space/Recreation Tract shall include but are not imitted to the following and similar: wolking trails, hithing trails, hithing trails, indure trails, land in its undsturbed and natural state and unsubsurface utilities. No hithing to the contrary withstanding, no use shall realized by the same tracts which is incompatible with the general resort acture of the Teiluride Mountaio Village, as determined by the Sam Miguel fountly Board of Commissioners. It is hereby acknowledged that the Possive igen Space/Recreation Tract is not inlanded to be rezoned to oliow for sture real estate development.

ACTIVE OPEN SPACE/RECREATION TRACT

NOTES OF CLARIFICATION (Plat of Tract OSP-18, Telluride Mountoin Village)

- 2. The following lots, tracts, and rights-of-way have been deleted by this Plat:
- The following jots, tracts, and right-of-way have been created by this Plat: Tract OSP-IB
- At the time of recording this plot, the population level in the Teiluride Mountain Village is ____; the population level of the Teiluride Mountain Village excluding late containing transferable development rights is ____ the population level of the Teiluride Mountain Village excluding late containing transferable development rights and employees housing comes mad/or units is ____ the development rights and employees housing comes mad/or units is ____ these density figures are critical by adding _____ people, including ____ amployees, to the density figures set forth in the _____ of San Miguel County records
- 5. The use or density, or both, of the following lots have been changed as follows:

LEGEND

- FOUND THIS SURVEY, 5/8" REBAR WITH I 1/2" DIAMETER ALUMINUM CAP MARKED BANNER, INC., 20632
- FOUND IN PLACE, REBAR WITH I 1/2" DIAMETER ALUMINUM CAP MARKED, LS 6868

COUNTY COMMISSIONER'S APPROVAL

This plot has been accepted for filling by the San Miguel Caunty Board of Commissioners and this plot, the uses, densities, standards and definitions

Effective date: Oug 19, 1983 WWenger

> LOT NO. PASSIVE OPEN SPACE/RECREATION TRACT

N/A



FEET 200

SCALE: I INCH = 200 FEET

Little Cite GRAPHIC SCALE

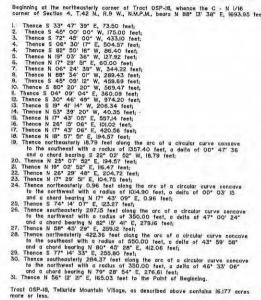
CERTIFICATE OF OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS that The Telluride Company being the owner in fee simple of TRACT OSP-18, Telluride Mountain Village does hereby plat, said real property in accordance with the plat shown hereon:

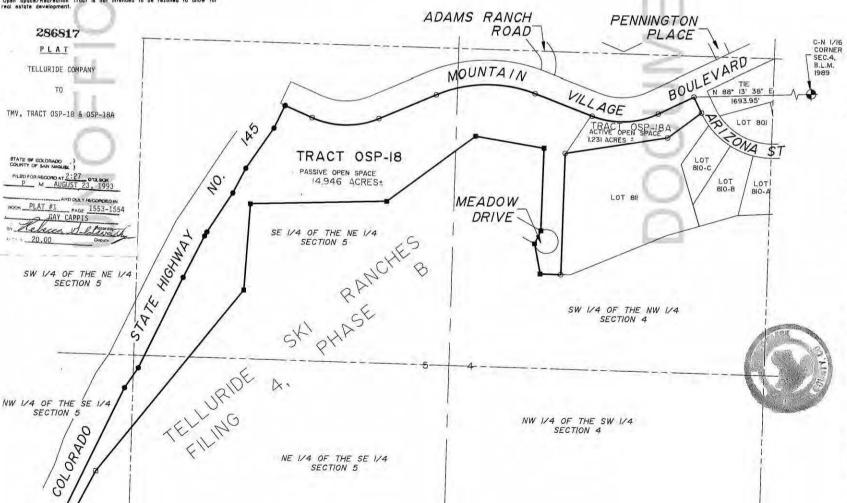
LEGAL DESCRIPTION OF TRACT OSP-18. TELLURIDE MOUNTAIN VILLAGE

A tract of land lacated in the SW 1/4 of the NW 1/4, of Section 4, and in the NE 1/4 of the SE 1/4, the SE 1/4 of the NE 1/4, and in the NW 1/4 of the SE 1/4 of Section 5, all of Township, 42 North, Range 9 West of the New Mexico Principal Meridian, County of Son Miguel, Stafe of Colorada mare fully described as follows:

Beginning at the northeasterly corner of Tract OSP-18, whence the C - N 1/16 corner of Section 4, T.42 N., R.9 W., N.M.P.M., bears N 88° 13' 38° F 1693.95 feet.



Tract OSP-18, Telluride Mauntain Village, as described above contains 16.177 acres



SECTION 5

Ronold D. Allhed

ACKNOWLEDGEMENT OF OWNER

State of Colorado

My commission expires 7- 22-95 PUBLIC

RECORDERS CERTIFICATE

This plot was filed for record in the office of the County Clerk and Recorder of Son Miguel County on this 2 had day of Angust 1993.

Book No.: 14+ 7/ Page No.: 1553- 1557 Reception No.: 286817 Time: 2: 27 6.7. County Clerk Day Langue

SURVEYOR'S CERTIFICATE

l, Wollace E. Beedle, a Professional Land Surveyor, licensed under the laws of the State of Colorado, de hereby certify that the Plot of Tract OSP-18, Telluride Mountain Village, shown hereon has been prepared under my direct supervision, and occurately represents a survey complete with applicable San Miguel County and State of Colorado registrians to the best of my knowledge and belief.

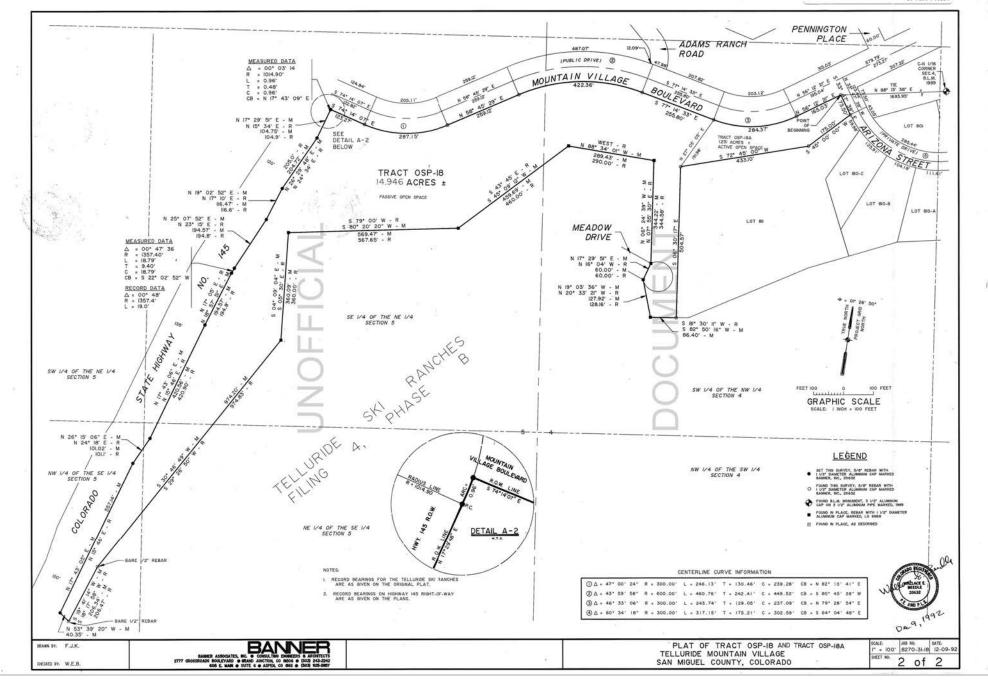
IN WITNESS WHEREOF, I hereuse citix my hand and official seal this 9 day of December 100 at 10, 1992.

DRAWN BY: F.J.K. CHECKED BY: W.E.B.

2777 CROSSROADS BOULEVARD • GRAND JUNCTION, CO 81506 • [303] 243-2242 605 E. MAIN • SUITE 6 • ASPEN, CO 81611 • [303] 925-5857

PLAT OF TRACT OSP-18 AND TRACT OSP-18A TELLURIDE MOUNTAIN VILLAGE SAN MIGUEL COUNTY, COLORADO

l"=200' 8270-3I-I8 I2-09-92 of 2



From: Amy Ward

To: Adam Miller; Amy Ward; Banks Brown; Claire Perez; David Eckman; David Craige; Drew Nelson; Ellen Kramer;

<u>garnerdr64@gmail.com</u>; <u>Jason Habib</u>; <u>jim@jh-austin.com</u>; <u>Caton Liz</u>; <u>Scott Bennett</u>

Subject: FW: Vote No Yet Again on the 5th Request for an Open Space Land Grab on OSP-18A

 Date:
 Tuesday, January 2, 2024 10:15:31 AM

 Attachments:
 Screen Shot 2024-01-02 at 9.35.47 AM.pnq

Open Space Land Grab.png Artificial Reflecting Pond.png

Please see the below public comment regarding the Conditional Use Permit on OSP-18A

From: Paul Savage < monoskisavage@gmail.com >

Sent: Tuesday, January 2, 2024 9:44 AM

To: mvclerk < mvclerk@mtnvillage.org>; Paul Wisor < pwisor@mtnvillage.org>

Subject: Vote No Yet Again on the 5th Request for an Open Space Land Grab on OSP-18A

Caution: External Message - Please be cautious when opening links or attachments in email.

Save Our Open Space - The Corridor is Our Valley Floor

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Building structures of 15,000+ sq ft will cause many environmental issues, and even if they are also built on open space, it still will impact the wetlands. This is not an option of whether we preserve the wetlands or whether we preserve open space; we can preserve both.

When Mountain Village was first developed, without any discussion with the EPA or Army Corps of Engineers, 2/10s of an acre of this wetland was destroyed to construct the boulevard. Town received both federal reprimands as well as bad press for destroying this area. Yet later, the Army Corps of Engineers stated quote "Regardless of impacts and human influence, the wetland area remains robust..." The proposed bridge on Lot 811 will be 2-1/2 times smaller than the area Mountain Village just paved through without any prior approval, yet this bridge will be built to specifications of EPA and the Army Corps of Engineers. The wetlands will continue to remain robust. Any small disturbance will be mitigated according to the federal requirements. The EPA and the Army Corps of Engineers will come up with a suitable plan for building a drive that crosses the wetlands without taking our open space or causing undue damage to the wetlands. This planning is best done by the EPA working with the developer, not by either the Town Council or the DRB.

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A 2005 driveway easement was sold for \$10 from Telski, which owns the open space. As this is zoned an open space parcel, even Telski also has no right to develop it. No one has the right to build on this open space parcel; the \$10 easement means absolutely nothing. The 2015 Town Resolution expired 7 years ago. This was a bad idea in 2005, it was a bad idea in 2015, and it remains a bad idea today.

The open space development is being considered only under the guise of protecting the wetlands, however their first DRB plan featured a half-acre artificial reflecting pond that would have decimated those same wetlands they are now purporting to protect. Bluntly, it's greenwashing to achieve an open space land grab that degrades our entire community's grand entry and causes traffic congestion and hazards solely to reduce building and maintenance costs to a wealthy developer for an extravagant development.

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The developer needs to understand that many hours have been spent reviewing this same request, asked and answered many times over, and this community does not want to subsidize their build by all of us losing our open space. I urge the DRB to yet again side with your earlier recommendation, Town Council's rejection of this request, and to the benefit of the entire community and not recommend a Conditional Use Permit.

Sincerely, Paul Savage 117 Arizona Dr., Lot 801 Homeowner and Full-Time Resident 970-485-5687 From: Amy Ward
To: Drew Nelson

Subject: FW: Save our Open Space! Forward to mvclerk@mtnvillage.org before Thursday! Thanks!

Date: Wednesday, January 3, 2024 12:29:09 PM
Attachments: Screen Shot 2024-01-02 at 9.35.47 AM.pnq

Open Space Land Grab.png Artificial Reflecting Pond.png

photo



Amy Ward

Community Development Director, Town of Mountain Village

Office | 970-369-8248 | Mobile | 970-729-2985

award@mtnvillage.org

455 Mountain Village Blvd., Ste. A, Mountain Village, CO 81435







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From: mvclerk <mvclerk@mtnvillage.org>
Sent: Wednesday, January 3, 2024 9:24 AM
To: Amy Ward <award@mtnvillage.org>
Cc: mvclerk <mvclerk@mtnvillage.org>

Subject: FW: Save our Open Space! Forward to mvclerk@mtnvillage.org before Thursday! Thanks!

Public comment.

From: rube@montrose.net>

Sent: Tuesday, January 2, 2024 3:26 PM **To:** mvclerk < mvclerk@mtnvillage.org >

Subject: FW: Save our Open Space! Forward to mvclerk@mtnvillage.org before Thursday! Thanks!

Caution: External Message - Please be cautious when opening links or attachments in email.

Town Of Mountain Village DRB and Council,

On February 9, 2023, I wrote a letter to Council to reject the applicants request to cut a driveway across open space directly from Mountain Village Blvd to access the proposed home on Lot SS 811. Once again, I ask that you reject this request and follow what Paul Savage has stated.

Sincerely,

William "Rube" Felicelli
319 Adams Ranch Rd #1501
Mountain Village, CO
970-708-1406
rube@montrose.net
Former Councilmember and Mayor

Vote No Yet Again on the 5th Request for an Open Space Land Grab on OSP-18A

Save Our Open Space - The Corridor is Our Valley Floor

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You can Help! The DRB will address this issue this Thursday, January 4. You can send an email of your own, forward it, or cut and paste this one and change the signature and email it to myclerk@mtnvillage.org before Thursday. Thank you!

Drew Nelson
FW: Save our Open Space! Forward to myclerk@mtnvillage.org before Thursday! That
Wednesday, January 3, 2024 1:02:29 PM

□ Up State 3004 01 02 at 0.38 47 4M non

Screen Shot 2024-01-02 at 9.35.47 AM.png



Amy Ward

Community Development Director, Town of Mountain Village

Office | 970-369-8248 | Mobile | 970-729-2985

award@mtnvillage.org

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From: mvclerk <mvclerk@mtnvillage.org> Sent: Wednesday, January 3, 2024 11:14 AM To: Amy Ward <award@mtnvillage.org> Cc: mvclerk < mvclerk@mtnvillage.org>

Subject: FW: Save our Open Space! Forward to mvclerk@mtnvillage.org before Thursday! Thanks!

Public comment.

From: Michael Johnson < hawkeye johnson@yahoo.com>

Sent: Wednesday, January 3, 2024 8:09 AM To: mvclerk < mvclerk@mtnvillage.org>

Subject: Fwd: Save our Open Space! Forward to myclerk@mtnvillage.org before Thursday! Thanks!

Caution: External Message - Please be cautious when opening links or attachments in email.

Please do not allow development on open space OSP-18A. No personal residence should be allowed on mountain village boulevard!

Hawkeye Johnson and Deb Madaris MV homeowners since 2005

Sent from my iPad

Begin forwarded message:

From: Paul Savage < monoskisavage@gmail.com > Date: January 2, 2024 at 11:24:17 AM MST

To: hawkeye@gohawkeye.com, rube@montrose.net, eclaugus@sbcglobal.net, rjohnson@mtnvillage.org

Subject: Save our Open Space! Forward to myclerk@mtnvillage.org before Thursday! Thanks!

Vote No Yet Again on the 5th Request for an Open Space Land Grab on OSP-18A Save Our Open Space - The Corridor is Our Valley Floor

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You can Help! The DRB will address this issue this Thursday, January 4. You can send an email of your own, forward it, or cut and paste this one and change the signature and email it to mwclerk@mtnvillage.org before Thursday. Thank you!

Applicant's Presented Options Affecting Wetlands

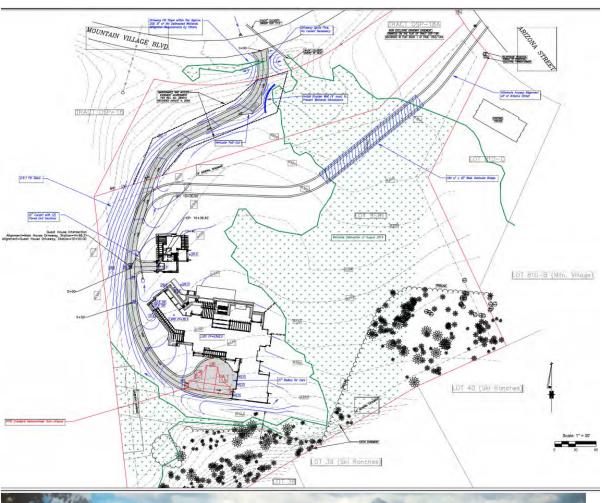
	1. Artificial 1/2 Acre Reflecting Pond	2. At-Grade Driveway with a Series of Culverts on Applicant's Lot	3. Raised Bridge on Applicant's Lot	4. Driveway on Open Space 5th REQUEST
Wetlands	Maximum Impact	Less Impact	Minimum Impact	Least Impact, but still not zero
Open Space	Zero Impact	Zero Impact	Zero Impact	Maximum Impact
Traffic	Minimum Impact	Minimum Impact	Minimum Impact	Maximum Impact
DRB Status 3rd Review	Initial Review DENIED	No Drawings Presented, Only Footprint Drawn	No Drawings Presented, Only Footprint Drawn	Not Recommended 4-2 Vote - DENIED
Town Council Status 4th Review	N/A	No Drawings Presented, Only Footprint Drawn	No Drawings Presented, Only Footprint Drawn	Conditional Use Permit, 4-2 Vote DENIED AGAIN
DRB 1/4/24 5th Review	N/A	No Drawings Presented, Only Footprint Drawn	No Drawings Presented, Only Footprint Drawn	Asked & Answered,
SUMMARY	RIDUCULOUS	2nd BEST OPTION	*** BEST OPTION ***	Do not subsidize the applicant's build by forfeiting the entire town's open space.

"An elevated driveway "bridge" could minimize impacts provided that the bottom chord of the bridge is 3-5' above grade, allowing for natural light to reach the plant community below."- Chris Hazen

The choice is obvious, a raised bridge on the applicant's lot would eliminate open space impacts, minimize traffic impacts, and according to the applicant's environmental consultant, minimize wetlands impacts.

The EPA and Army Core of Engineers will approve an acceptable option that does not take our open space.

Protect Our Open Space – The Corridor is Our Valley Floor
Do Not Recommend a Conditional Use Permit on OSP-18A





From: Amy Ward

To: Drew Nelson

Subject: FW: DENY The OSP-18A Conditional Use Permit Date: Wednesday, January 3, 2024 1:02:30 PM

photo



Amy Ward

Community Development Director, Town of Mountain Village

Office | 970-369-8248 | Mobile | 970-729-2985

award@mtnvillage.org

455 Mountain Village Blvd., Ste. A, Mountain Village, CO 81435







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From: mvclerk <mvclerk@mtnvillage.org>
Sent: Wednesday, January 3, 2024 11:09 AM
To: Amy Ward <award@mtnvillage.org>
Cc: mvclerk <mvclerk@mtnvillage.org>

Subject: FW: DENY The OSP-18A Conditional Use Permit

Public comment.

From: Mike Shimkonis <<u>shimmytelluride@gmail.com</u>>

Sent: Tuesday, January 2, 2024 9:01 PM **To:** mvclerk < mvclerk@mtnvillage.org>

Subject: DENY The OSP-18A Conditional Use Permit

Caution: External Message - Please be cautious when opening links or attachments in email.

Dear Mountain Village DRB -

I am a Mountain Village resident and concur with Paul Savage's clear letter requesting that you deny this residential development's conditional use permit application. One correction is that the Army Corps' of Engineers, not the EPA, is the agency the developer needs to work with to avoid/minimize/mitigate wetlands without taking away open space or causing undue damage to the wetlands. The EPA is the enforcement arm of the federal government for wetlands violations. The

Army Corps' is the permitting arm for Section 404 permits.

Paul raises several excellent points, including the one regarding the history of wetlands destruction when Mountain Village was first developed. I was hired by Telski/Telco as their spokesperson soon after the battle between the County, the EPA, the Army Corps and Telski began. I was in the middle of that frying pan, and it was not pleasant. The issue made national headlines, hurt the reputation and branding of the ski company and cost Ron Allred and Jim Wells a small fortune, besides all the bad press. If this application had been made in 1993, it would have been stopped dead on arrival. Full Stop.

Having a driveway on Mountain Village Boulevard, as described by Mr. Savage, is a bad idea. The developer is responsible for correcting issues with their lot, but must not be allowed to avoid the expense of a longer bridge by impacting such a significantly busy and important sense of entry into our community. Keep it tucked away and mostly out of sight on Arizona Street, not on Mountain Village Boulevard. Do not be swayed. Vote this down again, for good.

The Mountain Village has grown into a vibrant community in a carefully considered evolution. Allowing a driveway on the boulevard would be an egregious error.

Sincerely,

Mike Shimkonis

From: <u>Kim Schooley</u>

To: <u>Amy Ward; Claire Perez; Jason Habib; Drew Nelson</u>

Subject: FW: Open space

Date: Thursday, January 4, 2024 8:54:19 AM

Public comment for OSP-18A

----Original Message-----

From: Jonathan Greenspan < jonathangreenspan@kw.com>

Sent: Thursday, January 4, 2024 7:59 AM To: mvclerk <mvclerk@mtnvillage.org>

Subject: Open space

Caution: External Message - Please be cautious when opening links or attachments in email.

Hi and good morning

To whom this may concern. I am not in support of trading open space osp-18a for a driveway and pull out area. Every previous potential developer has had to deal with the same issue. There are no driveway easement off of the boulevard at a high rate of speed of 30 on a bend in the road. Furthermore, this will set a precedence for several other potential situation's to grab land for personal use at the expense of the community. They knew what they bought when they bought it. In addition, if they're going to build a 15,000+ square-foot house and guest house and extensive landscaping then they can afford a short bridge to the property for an extremely private enclave. This easement does not make sense, and it is not fair to the rest of the community. So obviously, I personally do not support this request. Thank you very much from 'Jonathan Greenspan' number two Spring Creek Drive Mountain Village.

Sent from my iPhone

Kim Schooley

Deputy Town Clerk, Town of Mountain Village

Office | 970-369-6404 | Mobile | 970-729-9373

kschooley@mtnvillage.org

455 Mountain Village Blvd., Ste. A, Mountain Village, CO 81435

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From: <u>Kim Schooley</u>

To: <u>Amy Ward; Jason Habib; Claire Perez; Drew Nelson</u>

Subject: FW: Save our Open Space! Forward to mvclerk@mtnvillage.org today! Thanks!

Date: Thursday, January 4, 2024 8:55:15 AM

Public comment for Lot OSP-18A

photo



Kim Schooley

Deputy Town Clerk, Town of Mountain Village

Office | 970-369-6404 | Mobile | 970-729-9373

kschooley@mtnvillage.org

455 Mountain Village Blvd., Ste. A, Mountain Village, CO 81435







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From: Tracy Walker <mcwalkerr@hotmail.com> **Sent:** Wednesday, January 3, 2024 10:10 PM **To:** mvclerk <mvclerk@mtnvillage.org>

Subject: Fwd: Save our Open Space! Forward to mvclerk@mtnvillage.org today! Thanks!

Caution: External Message - Please be cautious when opening links or attachments in email.

I agree with the attached letter from Paul Savage and also a letter from Mike Shimkonis

Sent from my iPhone

Begin forwarded message:

From: Paul Savage < monoskisavage@gmail.com >

Date: January 3, 2024 at 8:01:12 AM MST **To:** Tracy Walker < mcwalkerr@hotmail.com>

Subject: Save our Open Space! Forward to mvclerk@mtnvillage.org today! Thanks!

Vote No Yet Again on the 5th Request for an Open Space

Land Grab on OSP-18A

Save Our Open Space - The Corridor is Our Valley Floor

This open space development diminishes our grand entry, right at the entrance on Mountain Village Boulevard between Adams Ranch Rd. and Arizona Dr., with a 250-foot driveway extension, vehicle pullout, retaining wall and address monument all located on open space to connect to the boulevard. This would be the only driveway connection to Mountain Village Blvd other than east of the proposed Four Seasons after the boulevard becomes a secondary road. This would create substantial traffic congestion and hazards, especially during the build which is likely to take 3 years at a minimum. Snow removal when the boulevard is at its busiest and slickest would be an ongoing peaktravel hazard on our main thoroughfare. They are asking for something that no other residence, hotel or condo development has in town; to locate a driveway on the only 30mph thoroughfare. They are asking us all to give away our grand entrance and open space solely for them to save on their building and maintenance costs.

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Building structures of 15,000+ sq ft will cause many environmental issues, and even if they are also built on open space, it still will impact the wetlands. This is not an option of whether we preserve the wetlands or whether we preserve open space; we can preserve both.

When Mountain Village was first developed, without any discussion with the EPA or Army Corps of Engineers, 2/10s of an acre of this wetland was destroyed to construct the boulevard. Town received both federal reprimands as well as bad press for destroying this area. Yet later, the Army Corps of Engineers stated quote "Regardless of impacts and human influence, the wetland area remains robust..." The proposed bridge on Lot 811 will be 2-1/2 times smaller than the area Mountain Village just paved through without any prior approval, yet this bridge will be built to specifications of EPA and the Army Corps of Engineers. The wetlands will continue to remain robust. Any small disturbance will be mitigated according to the federal requirements. The EPA and the Army Corps of Engineers will come up with a suitable plan for building a drive that crosses the wetlands without taking our open space or causing undue damage to the wetlands. This planning is best done by the EPA working with the developer, not by either the Town Council or the DRB.

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The developer needs to understand that many hours have been spent reviewing this same request, asked and answered many times over, and this community does not want to subsidize their build by all of us losing our open space. I urge the DRB to yet again side with your earlier recommendation, Town Council's rejection of this request, and to the benefit of the entire community and not recommend a Conditional Use Permit.

Sincerely, Paul Savage 117 Arizona Dr., Lot 801 Homeowner and Full-Time Resident 970-485-5687

You can Help! The DRB will address this issue this Thursday, January 4. You can send an email of your own, forward it, or cut and paste this one and change the signature and email it to mvclerk@mtnvillage.org before Thursday. Thank you!

From: Amy Ward
To: Drew Nelson

Subject: FW: NO ON 5TH REQUEST FOR OPEN SPACE LAND GRAB!!

Date: Thursday, January 4, 2024 9:31:24 AM

Attachments: Artificial Reflecting Pond.png

Screen Shot 2024-01-02 at 9.35.47 AM.png

Open Space Land Grab.png

photo



Amy Ward

Community Development Director, Town of Mountain Village

Office | 970-369-8248 | Mobile | 970-729-2985

award@mtnvillage.org

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From: Susan Johnston <SJohnston@mtnvillage.org>

Sent: Wednesday, January 3, 2024 5:43 PM **To:** Amy Ward <award@mtnvillage.org>

Subject: FW: NO ON 5TH REQUEST FOR OPEN SPACE LAND GRAB!!

Public Comment

photo



Susan Johnston

Town Clerk, Town of Mountain Village

Office | 970-369-6429 | Mobile | 970-729-3440

sjohnston@mtnvillage.org

455 Mountain Village Blvd., Ste. A, Mountain Village, CO 81435







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From: Erica Lindauer < <u>ericalindauerxoxo@gmail.com</u>>

Sent: Wednesday, January 3, 2024 2:56 PM

To: mvclerk < mvclerk@mtnvillage.org >

Subject: NO ON 5TH REQUEST FOR OPEN SPACE LAND GRAB!!

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Save Our Open Space - The Corridor is Our Valley Floor

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s at a minimum. Snow removal when the boulevard is at its busiest and slickest would be an ongoing peak-travel hazard on our main thoroughfare. They are asking for something that no other residence, hotel or condo development has in town; to locate a driveway on the only 30mph thoroughfare. They are asking us all to give away our grand entrance and open space solely for them to save on their building and maintenance costs.

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The developer needs to understand that many hours have been spent reviewing this same request, asked and answered many times over, and this community does not want to subsidize their build by all of us losing our open space. I urge the DRB to yet again side with your earlier recommendation, Town Council's rejection of this request, and to the benefit of the entire community and not recommend a Conditional Use Permit.

Sincerely, Erica Lindauer Full Time Resident 970-708-4887 From: <u>mvclerk</u>

To: <u>Amy Ward; Claire Perez; Jason Habib; Drew Nelson</u>

Cc: mvclerk
Subject: FW: Osp11a

Date: Thursday, January 4, 2024 10:00:16 AM

Public comment.

From: Eileen Claugus <eclaugus@sbcglobal.net>

Sent: Thursday, January 4, 2024 9:32 AM **To:** mvclerk <mvclerk@mtnvillage.org>

Subject: Osp11a

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I am very concerned about the proposed development near Arizona street. Open space in our community is a big part of what makes Mountain Village beautiful and special. Please vote NO on the proposed development!!

Eileen Claugus 109 Lawson pt Mountain Village, Co From: <u>Claire Perez</u>
To: <u>Drew Nelson</u>

Subject: FW: Important Comment for Today"s Hearing Date: Thursday, January 4, 2024 10:53:33 AM

photo



Claire Perez

Planner II, Town of Mountain Village

Office | 970-369-8103 | Mobile | 970-708-1694

cperez@mtnvillage.org

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From: W Hill <wesleymhill@gmail.com>
Sent: Thursday, January 4, 2024 10:21 AM

To: mvclerk <mvclerk@mtnvillage.org>; Kim Schooley <kschooley@mtnvillage.org>; Amy Ward <award@mtnvillage.org>; Jason Habib <jhabib@mtnvillage.org>; Claire Perez

<cperez@mtnvillage.org>

Subject: Important Comment for Today's Hearing

Caution: External Message - Please be cautious when opening links or attachments in email.

I am unable to attend the hearing but am compelled to reach out as a resident to support the Mountain Village Blvd access being requested for the CUP application of Lot SS811. With all due respect, I completely disagree with Mr. Savages statements below. It is a false statement to say the applicant is doing a so called "land grab" when they are trying to PROTECT WETLANDS!

I am baffled this is still a discussion and couldn't understand why this was ever opposed to. Please pass this! PROTECT OUR WETLANDS our environment is much too precious and there is no reason not to allow access to Mountain Village Boulevard, many other homes further up the road have direct access.

Sincerely,

Wesley Massey Hill

Telluride Resident

From: mvclerk

To: Amy Ward; Claire Perez; Jason Habib; Drew Nelson

Cc: <u>mvclerk</u>

Subject: FW: Save Our Open Space

Date: Thursday, January 4, 2024 11:09:14 AM

Attachments: PastedGraphic-3.png

Public comment.



Kim Schooley

Deputy Town Clerk, Town of Mountain Village

Office | <u>970-369-6404</u> | <u>Mobile</u> | <u>970-729-9373</u>

kschooley@mtnvillage.org

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From: Marcin Ostromecki <marcin@gotelluride.com>

Sent: Thursday, January 4, 2024 10:06 AM **To:** mvclerk <mvclerk@mtnvillage.org>

Subject: Save Our Open Space

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Vote No Yet Again on the 5th Request for an Open Space Land Grab on OSP-18A

Save Our Open Space - The Corridor is Our Valley Floor

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Sincerely,

Marcin Ostromecki



Marcin Ostromecki Broker Associate

970.708.4119 marcin@gotelluride.com www.gotelluride.com

567 Mountain Village Blvd, Ste 106A Mountain Village, CO 81435

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ALERT! Marcin Ostromecki will never send you wiring information via email or request that you send us personal financial information by email. If you receive an email message like this concerning any transaction involving Marcin Ostromecki, do not respond to the email and immediately contact Marcin Ostromecki via phone.

From: mvclerk

To: <u>Amy Ward; Drew Nelson; Claire Perez; Jason Habib</u>

Cc: mvclerk
Subject: FW: OSP-18A

Date: Thursday, January 4, 2024 4:18:49 PM

One more for you.





Kim Schooley

Deputy Town Clerk, Town of Mountain Village

Office | 970-369-6404 | Mobile | 970-729-9373

kschooley@mtnvillage.org

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From: Ed Healy <eghealy@gmail.com>
Sent: Thursday, January 4, 2024 3:37 PM
To: mvclerk <mvclerk@mtnvillage.org>

Subject: OSP-18A

Caution: External Message - Please be cautious when opening links or attachments in email.

I'd like to express my support to Paul Savage's opposition to an entrance to this property off Mountain Village Blvd. I live at 130 Arizona St and would like to see the entrance to this property off Arizona Street rather than Mountain Village Blvd for all the reasons Paul listed in his memo to the Town of Mountain Village.

Regards,,

Ed Healy

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING A CONDITIONAL USE PERMIT FOR THE CONSTRUCTION OF A DRIVEWAY ON TRACT OSP-18A

RESOLUTION NO. 2024-

WHEREAS, TSG Ski & Golf, LLC (the "Owner") is the owner of certain real property described as Tract OSP-18A, Mountain Village, Colorado, Assessor Parcel No. 477904216078 (the "Property"); and

WHEREAS, the Property is zoned Active Open Space District; and

WHEREAS, 2 MV Blvd LLC (the "Applicant"), with the Owner's consent, has submitted a Conditional Use Permit application to the Town of Mountain Village (the "Town") to construct a driveway on the Property (the "Application") for the purpose of providing access to a proposed single-family residence on Lot SS811, commonly known as 2 Mountain Village Boulevard, which is owned by the Applicant; and

WHEREAS, the Application consists of the materials submitted to the Town and itemized on Exhibit A, plus all statements, representations, and additional documents of the Applicant and its representatives made or submitted at the public hearings before the Design Review Board ("DRB") and Town Council; and

WHEREAS, Section 17.3.3 of the CDC establishes the permitted and conditional uses of the Active Open Space Zone District; and

WHEREAS, the Applicant's proposed driveway use is eligible for conditional use review by virtue of its inclusion on the list of conditional uses under Section 17.3.3 of the CDC and, therefore, requires the issuance of a Conditional Use Permit pursuant to Section 17.3.4.A of the CDC; and

WHEREAS, the DRB held a public hearing on January 4, 2024, to consider the Application and testimony and comments from the Applicant, Town Staff, and members of the public, and voted unanimously to issue a recommendation of denial to Town Council of the Application; and

WHEREAS, the Town Council held a public hearing on January 18, 2024, to consider the Application, the DRB's recommendation, and testimony and comments from the Applicant, Town Staff, and members of the public, and voted ____ to approve this Resolution ("Approval"); and

WHEREAS, the public hearings and meetings to consider the Application were duly noticed and held in accordance with the Town's Community Development Code ("CDC"); and

WHEREAS, the Town Council has considered the general standards for review set forth in Section 17.4.14.E of the CDC, as well as the criteria set forth in Section 17.4.14.D.1 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 as set forth below:

- 1. The proposed conditional use is in general conformity with the policies of the principles, policies and actions set forth in the Comprehensive Plan;
- 2. The proposed conditional use is in harmony and compatible with surrounding land uses and the neighborhood and will not create a substantial adverse impact on adjacent properties or on services and infrastructure;

- 3. The design, development and operation of the proposed conditional use shall not constitute a substantial physical hazard to the neighborhood, public facilities, infrastructure or open space;
- 4. The design, development and operation of the proposed conditional use shall not have significant adverse effect to the surrounding property owners and uses;
- 5. The design, development and operation of the proposed conditional use shall not have a significant adverse effect on open space or the purposes of the facilities owned by the Town;
- 6. The design, development and operation of the proposed conditional use shall minimize adverse environmental and visual impacts to the extent possible considering the nature of the proposed conditional use:
- 7. The design, development and operation of the proposed conditional use shall provide adequate infrastructure;
- 8. The proposed conditional use does not potentially damage or contaminate any public, private, residential or agricultural water supply source; and
- 9. The proposed conditional use permit meets all applicable Town regulations and standards.

WHEREAS, the Town Council now desires to approves the Application, 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 Conditional Use Permit for the construction of a driveway on the Property, as described in the Application.

Section 3. Conditions. The Approval is subject to the following terms and conditions:

- a. Prior to the issuance of a building permit in conjunction with this Approval, the Applicant shall provide an updated wetland delineation.
- b. Prior to the issuance of a building permit in conjunction with this Approval, the Applicant shall obtain approval and any necessary federal permits for any proposed wetland disturbances.
- c. If no federal approval is required, the Applicant shall submit detailed plans regarding any wetland disturbance for review and approval by Town Staff in coordination with a contracted wetland consultant.
- d. The Property shall not be used for storage of any materials, vehicles, or any other items related to the construction of the home on Lot SS811. All construction activity related to development on Lot SS811 shall be located on that parcel.

- e. To mitigate the impact to wetlands on the Property, the Applicant shall provide a replacement wetland of equal or greater size and enter into an agreement with the Town, in a form to be approved by the Town Attorney, to guarantee functioning of the replacement wetland in perpetuity.
- f. Prior to the issuance of a building permit in conjunction with this Approval, the Applicant shall provide designs for an address monument sign on Mountain Village Boulevard for review and approval by Town Staff and the DRB Chairperson.

Section 4. 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 January 18, 2024.

TOWN OF MOUNTAIN VILLAGE, COLORADO

	By: Marti Prohaska, Mayor
ATTEST:	
Susan Johnston, Town Clerk	
APPROVED AS TO FORM:	
David McConaughy, Town Attorney	

Exhibit A

[LIST OF APPLICATION MATERIALS]

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO DENYING A CONDITIONAL USE PERMIT FOR THE CONSTRUCTION OF A DRIVEWAY ON TRACT OSP-18A

RESOLUTION NO. 2024-

WHEREAS, TSG Ski & Golf, LLC (the "Owner") is the owner of certain real property described as Tract OSP-18A, Mountain Village, Colorado, Assessor Parcel No. 477904216078 (the "Property"); and

WHEREAS, the Property is zoned Active Open Space District; and

WHEREAS, 2 MV Blvd LLC (the "Applicant"), with the Owner's consent, has submitted a Conditional Use Permit application to the Town of Mountain Village (the "Town") to construct a driveway on the Property (the "Application") for the purpose of providing access to a proposed single-family residence on Lot SS811, commonly known as 2 Mountain Village Boulevard, which is owned by the Applicant; and

WHEREAS, the Application consists of the materials submitted to the Town and itemized on Exhibit A, plus all statements, representations, and additional documents of the Applicant and its representatives made or submitted at the public hearings before the Design Review Board ("DRB") and Town Council; and

WHEREAS, the DRB held a public hearing on January 4, 2024, to consider the Application and testimony and comments from the Applicant, Town Staff, and members of the public, and voted unanimously to issue a recommendation of denial to Town Council of the Application; and

WHEREAS, the Town Council held a public hearing on January 18, 2024, to consider the Application, the DRB's recommendation, and testimony and comments from the Applicant, Town Staff, and members of the public, and voted ____ to approve this Resolution, denying the Application; and

WHEREAS, the public hearings and meetings to consider the Application were duly noticed and held in accordance with the Town's Community Development Code ("CDC"); and

WHEREAS, the Town Council has considered the general standards for review set forth in Section 17.4.14.E of the CDC, as well as the criteria set forth in Section 17.4.14.D of the CDC and finds that each of the following will not be satisfied by the Application:

- 1. The proposed conditional use is in general conformity with the policies of the principles, policies and actions set forth in the Comprehensive Plan;
- 2. The proposed conditional use is in harmony and compatible with surrounding land uses and the neighborhood and will not create a substantial adverse impact on adjacent properties or on services and infrastructure;
- 3. The design, development and operation of the proposed conditional use shall not constitute a substantial physical hazard to the neighborhood, public facilities, infrastructure or open space;
- 4. The design, development and operation of the proposed conditional use shall not have significant adverse effect to the surrounding property owners and uses;
- 5. The design, development and operation of the proposed conditional use shall not have a significant adverse effect on open space or the purposes of the facilities owned by the Town;

- 6. The design, development and operation of the proposed conditional use shall minimize adverse environmental and visual impacts to the extent possible considering the nature of the proposed conditional use;
- 7. The design, development and operation of the proposed conditional use shall provide adequate infrastructure;
- 8. The proposed conditional use does not potentially damage or contaminate any public, private, residential or agricultural water supply source; and
- 9. The proposed conditional use permit meets all applicable Town regulations and standards.

WHEREAS, the Town Council now desires to approve this Resolution, denying the Application.

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. Decision</u>. The Town Council hereby finds that the Application does not meet the requirements of the CDC set forth above and, therefore, denies the Application. This decision is based on the documents, testimony, and evidence presented at the meetings before the DRB and Town Council and includes, without limitation, the following findings:

- A. The proposed use is not in harmony or compatible with surrounding land uses and neighborhood because all other lots in the neighborhood are accessed via Arizona Street, and building a driveway for a single-family residence connecting directly onto Mountain Village Boulevard would have an adverse effect on the open space both for the neighborhood and for the aesthetics of this area that serves as the entrance to the Town.
- B. Allowing direct access to Mountain Village Boulevard would cause traffic impacts on the Boulevard as the main arterial thoroughfare into Town and could create hazards.
- C. The use of the open space for driveway purposes does not minimize adverse visual impacts from Mountain Village Boulevard, and the potential environmental impacts relating to the alternative platted access via Arizona Street can be adequately mitigated.

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 January 18, 2024.

TOWN OF MOUNTAIN VILLAGE, COLORADO

By:		
_	Marti Prohaska, Mayor	

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

Exhibit A

[LIST OF APPLICATION MATERIALS]



PLANNING & DEVELOPMENT SERVICES

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

TO: Mountain Village Town Council

FROM: Claire Perez, Planner II

FOR: Town Council Public Hearing, January 18, 2024

DATE: January 8, 2024

RE: Vested Property Rights Extension for Lot 27A, Parcel Three -R, TBD Lost Creek

Lane

<u>Project Geography</u> <u>Legal Description:</u>

Lot 27A, Parcel 3R, Belvedere Park Condo.

According to the Second Amendment to the Condo map for Belvedere Park Condos,

Recorded June 15, 2006 in Plat Book 1 at page 3674-3675 under Reception Number 384818, County of San Miguel, State of Colorado

Address: TBD Lost Creek Lane Applicant/Agent: James Mahoney

Owner: MV Lot 27A, LLC Zone District: Multi-Family

Zoning Designation: Condo; Employee

Condo

Existing Use: Vacant

Proposed Use: 19 Condominiums and 2 Employee Condominiums

Adjacent Uses:

o **North:** Multi-Family Residential

o South: Vacant Land and Single-Family Residential

East: Multi-Family ResidentialWest: Multi-Family Residential

Attachments

Exhibit A: Applicant Narrative

Exhibit B: Ordinance and Application Materials

Full Application (including approved plan set) can be found at this link:

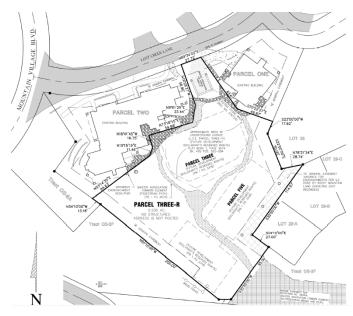
https://mtnvillage.files.com/f/d9492cfb677c3b06



Current Entitlements

Lot 27A was approved for a new multifamily Condominium development, comprised of 19 condominium units and 2 employee condominium units by the DRB on October 6, 2022. The applicant has submitted an application for a threeyear Vested Property Rights Extension for this property.

The development is the third phase of a Master Development Plan which was approved as early as 2004 and amended several times. Ordinance No. 2021-14, included in the application, provided approval for the density transfer and rezone on Lot 27A which was critical to the Final Architectural Review approval. The applicant is



requesting a three-year extension on the issued approval in order to move forward with the planned development on Lot 27A, Parcel Three-R. They cite construction and construction financing difficulties as the primary deterrent to being able to commence construction immediately.

Vested Property Rights

A vested property rights extension allows a developer to extend their existing approvals through a Class 4 development application process for a period longer than the initial 18-month period. Town Council can elect to approve an extended vested period that is specific to their site-specific development plan (approved design drawings), typically for an additional three-year period. This is the most logical way for a developer to request additional time to construct their project without losing their current entitlements.

Section 17.4.17 of the CDC lists the following criteria for the Town Council to approve a vested property right application.

Please note staff comments in blue:

a. A vested property right is warranted in light of relevant circumstances, such as the size and phasing of the development, economic cycles and market conditions;

Staff: The significant size of the Master Development Plan necessitated a phased approach, which the Town Council approved as part of the rezoning approval in Ordinance 2021-14. The applicant indicated that the development plan for Parcel Three-R and adjacent parcels (developed under phases I and II) were approved as a whole and are coordinated to work together. However, the applicant states that "the existing financial and financing markets over the past year and uncertainty into the future as well as the tight trade and labor markets may make construction and construction financing difficult for the near term, warranting a three-year vested rights in the above noted approvals" for the last phase of development on Parcel Three-R. It is the staff's understanding that the applicant intends to construct within the three years and would not require an extension beyond the three-year period.

b. The site-specific development plan is consistent with public health, safety and welfare;

Staff: The design review went through a lengthy assessment prior to unanimous approval, and staff feels that the final approval represents site-specific development that meets these criteria.

c. The site-specific development plan provides for the construction and financing of improvements and facilities needed to support the proposed development;

Staff: The design review went through a lengthy assessment prior to unanimous approval, and staff feels that the final approval represents site-specific development that meets these criteria. In addition, the applicant affirms that "The construction plans are near building permit plan set ready and provide for the construction of the project. The Owner is confident that with its financing relationships if granted the three-year vested rights financing of the construction will be feasible."

d. The site-specific development plan meets the criteria for decision for concurrent, required development application(s); and

Staff: Staff finds this condition met. As indicated in the application, there are no concurrent development applications, as the site-specific plans have been approved.

e. The proposed vested property right meets all applicable Town regulations and standards.

Staff: Staff finds this condition met.

General Comments:

The criteria listed under subsection (a) are the most pertinent to the board's discussion. If DRB finds that the claimed site-specific circumstances, such as size and phasing of development, and economic circumstances, such as economic cycles and market conditions, to be valid obstacles for initiating construction currently, then a vested property right extension seems reasonable. DRB should also discuss the length of vesting, whether they would recommend the typical three-year period requested by the applicant or a different length.

Design Review Board Recommendation: The Design Review Board reviewed the application to extend Vested Property Rights for Lot 27A, TBD Lost Creek Lane at the January 4, 2024 Design Review Board meeting and voted unanimously to recommend to Town Council approval of a Vested Property Rights Extension for Lot 27A, TBD Lost Creek Lane for a period of 3 years.

Staff Note: DRB should note the reasons for approval or rejection in the findings of fact and motion.

Staff Recommendation: Staff recommends that Town Council approves this application and if Town Council moves to approve, staff suggests the following motion:

Proposed Motion:

I move to approve, the first reading of an Ordinance regarding the extension of a Vested Property Right at Lot 27A, Parcel 3R, TBD Lost Creek Lane, from April 6, 2024, to April 6, 2027, pursuant to CDC Section 17.4.17 based on the evidence provided within the Staff Report of record dated January 8, 2024, and to ask the Town Clerk to set a public hearing for February 15, 2024.

With the following findings:

1) The proposal to extend the Lot 27A vested property rights meets all of the Criteria for Decision listed in 17.4.17(D)(1)

And, with the following conditions:

- 1) Prior to the recordation of the Ordinance approving the Extended Vested Property Rights and site-specific development plan, the Owner shall revise all documents to include the following statement: "Approval of this site-specific development plan may create a vested property right pursuant to C.R.S. § 24-68-101 et seq. and subject to the Town of Mountain Village's Community Development Code."
- 2) The Town shall publish a notice in the newspaper of record within 14 days of approval a notice describing that a vested property right has been created/extended consistent with CDC Section 17.4.17(E)(4)
- 3) All previous conditions of approval from the original 2022 Design Review approval remain applicable for any future development.

This motion is based on the evidence and testimony provided at a public hearing held on January 18, 2024, with notice of such hearing as required by the Community Development Code.

/cp

ORDINANCE NO. 2024-

ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING A VESTED PROPERTY RIGHTS EXTENSION FOR LOT 27A, TDB LOST CREEK LANE

RECITALS

- A. The Town of Mountain Village (the "Town") is a legally created, established, organized and existing Colorado municipal corporation under the provisions of Article XX of the Constitution of the State of Colorado (the "Constitution") and the Home Rule Charter of the Town (the "Charter"); and,
- B. Pursuant to the Constitution, the Charter, the Colorado Revised Statutes and the common law, the Town has the authority to regulate the use and development of land and to adopt ordinances and regulations in furtherance thereof; and,
- C. MV Lot 27A LLC ("the **Applicant**") is the owner of record of real property described as Lot 27A, Parcel 3R, Town of Mountain Village as further described on the plat recorded on June 15, 2006, in Plat Book 1 at Page 3674-3675 at Reception Number 384818 (the "**Property**"); and,
- D. The Design Review Board approved an application in October 2022 for a development consisting of a total of nineteen (19) Condominium Units and two (2) Employee Condominiums; and,
- E. The Applicant submitted a Vested Property Right Extension development application on August 16, 2023, seeking a further extension of the Vested Property Right to April 6, 2027 (the "Vested Property Rights Extension Application"); and,
- F. The Vested Property Rights Extension Application has been processed and evaluated pursuant to the Town of Mountain Village Community Development Code (the "CDC"); and,
- G. The Design Review Board conducted a public hearing on the Vested Property Rights Extension Application in accordance with the CDC on January 4, 2024 and with public notice of such application as required by the public hearing noticing requirements of the CDC. The DRB considered the Applications, testimony, and public comment and recommended to the Town Council that the Vested Property Rights Extension Application be approved with conditions pursuant to the requirement of the CDC; and,
- H. At its regularly scheduled meeting held on January 18, 2024 the Town Council conducted a first reading of an ordinance and set a public hearing, pursuant to the Town Charter.
- I. The meeting held on January 18, 2024 was duly publicly noticed as required by the CDC Public Hearing Noticing requirements, including but not limited to notification of all property owners within 400 feet of the Property, posting of a sign and posting on the respective agendas.
- J. The Town Council finds the proposed Vested Property Rights Extension Application meets the Vested Property Rights criteria for decision contained in CDC Section 17.4.17 as follows:
 - 1. A vested property right is warranted in light of relevant circumstances, such as the size and phasing of the development, economic cycles, and market conditions.
 - 2. The site-specific development plan is consistent with public health, safety, and welfare.

- 3. The site-specific development plan provides for the construction and financing of improvements and facilities needed to support the proposed development.
- 4. The site-specific development plan meets the criteria for decision for a concurrent, required development application(s);
- 5. The proposed vested property right meets all applicable Town regulations and standards.

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

- 1. The Town shall publish a notice in the newspaper of record within 14 days of approval a notice describing that a vested property right has been created extended consistent with CDC Section 17.4.17 (E)(4).
- 2. All previous conditions of approval from the original 2021 Design Review approval remain applicable for any future development.

Section 1. Vested Property Right Extension

A. The Vested Property Right is hereby extended for a period of three (3) additional years until April 6, 2027

Section 2. Ordinance Effect

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

Section 3. Severability

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

Section 4. Effective Date

This Ordinance shall become effective on February 15, 2024, following public hearing and approval by Council on second reading.

Section 5. Public Hearing

A public hearing on this Ordinance was held on the 15th day of February 2024 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd, Mountain Village, Colorado 81435.

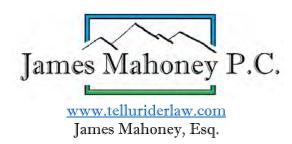
INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 18th day of January 2024.

TOWN OF MOUNTAIN VILLAGE

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

	By:			
A TROPE CON	Mar	tinique D	avis Prohas	ska, Mayor
ATTEST:				
Susan Johnston, Town Clerk				
HEARD AND FINALLY ADOPTED by the Tow	n Counci	l of the To	own of Mou	ıntain Village,
Colorado this 21st day of September 2023				
	TOV	VN OF M	OUNTAIN	VILLAGE
				VILLAGE,
		LORADO NICIPAL	, A HOME- ITY	-RULE
	By: Martinic	que Davis	Prohaska,	Mayor
ATTEST:				
ATTEST:				
Susan Johnston, Town Clerk				
Susan Johnston, Town Clerk				
Approved as To Form:				
David McConaughy, Town Attorney				
I, Susan Johnston, the duly qualified and acting Tow	vn Clerk o	f the Town	n of Mounta	in Village, Colorado
("Town") do hereby certify that:				
1. The attached copy of Ordinance No.	("Ordinar	nce") is a t	rue, correct	and complete copy
thereof.		,	,	1 17
2 The Outliness successful and heatith and	1 6		:41:	
2. The Ordinance was introduced, read by title, apprreferred to public hearing by the Town Council the				
Hall, 455 Mountain Village Blvd., Mountain Village				
affirmative vote of a quorum of the Town Council a				
Council Member Name	"Yes"	"No"	Absent	Abstain
Martinique Davis Prohaska, Mayor	165	110	Absent	Abstaili
Scott Pearson, Mayor Pro-Tem				
Tucker Magid				
Peter Duprey				
Huascar E. Gomez (Rick)	1	1		

Harvey Mogenson				
Jack Gilbride				
3. After the Council's approval of the first reading of containing the date, time and location of the public laproposed Ordinance was posted and published in the circulation in the Town, on	hearing and e Telluride	d a descrip Daily Pla	tion of the s net, a newsp	subject matter of the paper of general
4. A public hearing on the Ordinance was held by the Council held at Town Hall, 455 Mountain Village B	Blvd., Mounthe Ordina, by the aff	ntain Villa nce was co	ge, Colorado onsidered, re	o, on ead by title, and
Council Member Name	"Yes"	"No"	Absent	Abstain
Martinique Davis Prohaska, Mayor				
Scott Pearson, Mayor Pro-Tem				
Tucker Magid				
Peter Duprey				
Huascar E. Gomez (Rick)				
Harvey Mogenson				
Jack Gilbride				
5. The Ordinance has been signed by the Mayor, se Clerk, and duly numbered and recorded in the offici IN WITNESS WHEREOF, I have hereunto set my of, 2024.	al records	of the Tov	vn.	·
	Susar	n Johnston	, Town Cler	·k
(SEAL)				



LOT 27A PARCEL THREE -R VESTED PROPERTY RIGHTS APPLICATION NARRATIVE

To: Town of Mountain Village

From: James Mahoney and Chris Chaffin

Date: August 16, 2023

Re: Lot 2A, Parcel Three R - Vested Property Rights Application Narrative

On behalf of the owner of Lot 27A, Parcel Three-R (Parcel Three-R), MV Lot 27A, LLC, we have submitted an application to secure vested property rights for the current site-specific development approvals for Parcel Three-R which consist of the following:

- 1. The Design Review Board (DRB) approved the Final Architectural Review on October 6, 2022 allowing for the construction of a new multi-family building consisting of 19 Condominium Units, and 2 Employee Condominium Units. These approvals also include the specific approvals and design variations as noted therein.
- 2. Master Development Plan for Lot 27A including the phased approach as approved in 2004 and amended from time to time including ordinance No. 2021-14.
- 3. 2006 Parcel Three-R Condo Plat and Resolution No.2006-0509-03. These documents are recorded and not subject to expiring; however, they are important to the overall development and Master Development Plan as it combined and altered that plan to create one final parcel for development and its density which was amended by Ordinance No 2021-14 as noted below.
- 4. Ordinance No. 2021-14 Approving a Density Transfer and Rezone at Lot 27A removing efficiency lodge and lodge density to have 19 Condo Units and 2 Employee Condo Units. While this Ordinance was recorded on January 12, 2022 at reception number 474709 and is not subject to expiring due to the recording, this is a key piece to the site specific development plan for Lot 27 as it drove the Final Architectural Review and was the last piece of the master development plan for Lot 27A.
- 5. January 13, 2022, Density Transfer of the lodge and efficiency lodge density to the density bank and 2 condo units to the Parcel Three-R.

Pursuant to the Community Development Code ("CDC") in order for the Town to approve a vested property rights application the Town must consider the following criteria:

a. A vested property right is warranted in light of relevant circumstances such as the size and phasing of the development, economic cycles and market conditions:

PO Box 1902 Telluride, Colorado 81435 970.708.5070 jmahoney@telluriderlaw.com



- i. Applicant: The development is of a significant size and is phased through the Master Development Plan of parcel 27A of which Parcel Three-R is the final phase. Ordinance 2021-14 on rezoning clearly contemplates the development pursuant to the Final Architecture Review Approval in that it references and requires a submittal of that application within 18 months (which was complied with) as a condition of the rezone and Master Development Plan. Further, the existing financial and financing markets over the past year and uncertainty into the future as well as the tight trade and labor markets may make construction and construction financing difficult for the near term, warranting a three-year vested rights in the above noted approvals.
- b. The site-specific development plan is consistent with public health, safety, and welfare:
 - i. Applicant: Extension of the current approvals would not negatively impact public health, safety or welfare as they were discussed and approved with the same considerations and standards. No changes have altered this analysis.
- c. The site-specific development plan provides for the construction and financing of improvements and facilities needed to support the proposed development:
 - i. Applicant: The construction plans are near building permit plan set ready and provide for the construction of the project. The Owner is confident that with its financing relationships if granted the three-year vested rights financing of the construction will be feasible.
- d. The site-specific development plan meets the criteria for decision for a concurrent, required development application(s):
 - i. Applicant: There are no concurrent development applications as the site-specific development plans outlined above are already currently approved.
- e. The proposed vested property rights meet all applicable Town regulations and standards:
 - i. Applicant: At the time of their approvals the site-specific development plans outlined above were approved as meeting all applicable Town regulations and standards as does this application.

The CDC also requires two general standards regarding document notation and duration of vested rights consideration. First the CDC states that each document that comprises a site-specific development plan shall contain the following language:

Approval of this site-specific development plan may create a vested property right pursuant to C.R.S. § 24-68-101 et seq. and subject to the Town of Mountain Village's Community Development Code.

The Applicant and Owner request that upon approval of this application the resulting ordinance would have the above required language and that the applicant shall add to all approval letters and plans that consist of the site-specific development plan the above required notation as is consistent with prior



vested rights approvals of a similar nature. The typical vesting period is three years and no consideration need to be given to vesting beyond three years.

As you can see the above listed documents which constitute the site-specific development plan for Parcel Three-R taken as a whole describe with great certainty the type and intensity of use for Parcel Three-R. They are coordinated to all work together and the applicant believes it would not only be in the applicants interest to get vested property rights for this project, but it would be in the Town's and communities best interest as there exists an approved coordinated plan that is acceptable to the community, meet all standards of approval, was not controversial and would not require the town staff, boards and Council to process and review an entire new application should the approvals expire. For these reasons the Applicant and Owner request that the Town grant the three-year vested rights requested herein.

Included Documents:

- i. Title Commitment
- ii. 2021 Deed to Property
- iii. Lot 27A DRB Approval
- iv. Lot 27A 2006 Parcel Three-R Plat
- v. Lot 27A Parcel Three-R Ordinance and Density Cert Approvals



PLANNING & DEVELOPMENT SERVICES DEPARTMENT PLANNING DIVISON

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

November 10, 2022

MV Lot 27A, LLC C/o Chris Chaffin PO Box 2107 Telluride, CO 81435

RE: Lot 27A, Notice of Action for Class 3 Design Review Process Application

Dear Mr. Chaffin:

At the October 6, 2022, Design Review Board (DRB) meeting the board voted unanimously to approve the Design Review Process application for a new multi-family Condominium on Lot 27A, TBD Lost Creek Lane. The development application was approved with the following conditions:

- 1. Prior to building permit, the applicant will revise the landscaping plan for review by staff to address concerns raised by the Town Forrester.
- 2. A reflective surface is required on the address monument in case of power outage.
- 3. Prior to certificate of occupancy the applicant shall provide the Town with a two (2) year landscaping financial guarantee on all plant materials planted as part of the approved landscape plan. The developer shall enter into an improvements agreement with the Town to ensure performance.
- 4. Concurrent with Certificate of Occupancy, the condominium map and condominium declarations need to be submitted to the Town for review.
- 5. Prior to issuance of the certificate of occupancy, the deed restrictions associated with the two employee condominiums need to be executed. The 1997 ordinance/acknowledgment applies.
- 6. The deed restricted units must receive certificate of occupancies prior to our concurrent with the free market units.
- 7. The Mountain Village Housing Authority will perform a walk-through inspection of the two deed restricted units prior to issuance of a certificate of occupancy.
- 8. Consistent with town building codes, Unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be constructed as either

noncombustible, heavy timber or exterior grade ignition resistant materials such as those listed as WUIC (Wildland Urban Interface Code) approved products.

- 9. A monumented land survey of the footers will be provided prior to pouring concrete to determine there are no additional encroachments into the setbacks.
- 10. Prior to the Building Division conducting the required framing inspection, a four-foot (4') by eightfoot (8') materials board will be erected on site consistent with the review authority approval to show:
 - a. The stone, setting pattern and any grouting with the minimum size of four feet (4') by

four feet (4');

- b. Wood that is stained in the approved color(s);
- c. Any approved metal exterior material;
- d. Roofing material(s); and
- e. Any other approved exterior materials
- 11. It is incumbent upon an owner to understand whether above grade utilities and town infrastructure (fire hydrants, electric utility boxes) whether placed in the right of way or general easement, are placed in an area that may encumber access to their lot. Relocation of such above grade infrastructure appurtenances will occur at the owner's sole expense and in coordination with the appropriate entity (fire department, SMPA, Town of Mountain Village) so that the relocated position is satisfactory.

DRB Specific Approval:

- 1. Exterior Materials metal hardie-board fascia, board form concrete of 8" horizontal spacing
- 2. GE Encroachments Patio surface, retaining walls, decks, green roof, emergency turnaround (subgrade)
- 3. Green roof

Design Variations:

- 1.Exterior materials- less than 25% stucco, more than 25% wood, less than 25% stone
- 2. Loading/Unloading Zone Waiver

Findings:

1. The door and window cladding material approved is specified as metal to match the roof

Length of validity shall be for 18 months from the date of approval, expiring on April 6, 2024. If the development has not commenced, legal instruments not recorded, or if a building or development permit has not been issued, as applicable, the approval shall expire unless a Renewal Process development application is approved. Once all of the conditions set forth above are met, unless such condition is deferred until after a building or development permit has been issued, the Town will issue a development permit for the project in accordance with the requirements set forth in the Community Development Code.

Sincerely,

Amy Ward

Community Development Director

Town of Mountain Village

O:: 970.369.8248 M:: 970.729.2985

Glenwood Springs Office

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

GARFIELD & HECHT, P.C.

ATTORNEYS AT LAW Since 1975

www.garfieldhecht.com

TO: Town of Mountain Village

FROM: David McConaughy & Christine Gazda

RE: TMV v. Alexander – Settlement Agreement Regarding Temporary Restraining Order

DATE: January 18, 2024

This memorandum is intended to provide a summary of the Settlement Agreement for consideration by Council that relates to the Temporary Restraining Order ("TRO") obtained in *Town of Mountain Village v. Alexander*, Mountain Village Municipal Court Case No. 24M01.

Settlement Agreement

Per the Settlement Agreement (attached hereto), the Town would let the TRO expire on January 19, 2024, not seek a preliminary injunction, and withdraw the Stop Work Order. In exchange, Mr. Alexander, at his expense, would complete the remediation as outlined in the agreement by June 1, 2024. The Town will be able to supervise and inspect the remediation work, including a final inspection to formally accept the remediation and ensure it has been completed to the Town's satisfaction.

The Town would resume review of Mr. Alexander's application for a building permit as well as his related application for an encroachment in the GE, processing them in the same manner as for any other applicant. However, the Town would provide any comments on the building permit within 15 business days of execution of the agreement.

If Mr. Alexander breaches the Settlement Agreement, or otherwise commits a violation of the Mountain Village Municipal Code related to development of the Property, the Town may, at its option, rescind approval of any application and seek injunctive relief, damages, and any and all other remedies available at law or equity. If the issues of liability and damages in the Lawsuit are not resolved by August 1, 2024, the Town may, at its option, re-apply for a new order authorizing the Town to remedy the remaining issues in the Lawsuit at Alexander's expense.

By entering into the Settlement Agreement, Alexander would waive any defense or objection based on the Town's allowing the TRO to expire pursuant to the agreement.

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") made and entered into this __ day of _____, 2023 ("Effective Date"), by and between the TOWN OF MOUNTAIN VILLAGE, a Colorado home rule municipality (the "Town") and KEN ALEXANDER, an individual ("Alexander," and together with the Town, the "Parties").

WHEREAS, the Town is a Colorado home rule municipality in San Miguel County, Colorado; and

WHEREAS, Alexander is the owner of certain real property within the jurisdictional boundaries of the Town described as Lot 640BR, Unit 1, Timberview, Mountain Village, Colorado, according to the plat recorded at Reception No. 319891, and commonly known as 304 Adams Ranch Road, Unit 1 (the "Property"); and

WHEREAS, on or about October 26, 2022, the Town approved Alexander's Class 1 Design Review Application for the Property (the "Landscape Approval"), which allowed for the installment of landscaping inclusive of a culvert, berm, tree plantings, and drainage ditch; and

WHEREAS, related to the Landscape Approval, Alexander was granted a drainage and landscape easement ("Easement") over and across Town-owned property known as Tract OSP-33, according to the plat recorded at Reception No. 282878 ("Tract OSP-33"), as well as property known as Lot 641-C, according to the plat recorded at Reception No. 272294, and commonly known as 107 Lupine Lane ("Lot 641-C"); and

WHEREAS, Alexander applied for and the Town issued a permit in conjunction with the Landscape Approval (the "Landscape Permit"), and thereafter, Alexander performed work on the Property pursuant to the Landscape Permit but did not complete the revegetation on OSP-33 required by the Landscape Approval, so the Landscape Permit remains open; and

WHEREAS, on or about August 24, 2023, the Town approved Alexander's Class 1 Design Review Application to construct an Accessory Dwelling Unit on the Property ("ADU Approval"), and on or about November 7, 2023, Alexander applied for a building permit in conjunction with the ADU Approval (the "Building Permit"); and

WHEREAS, the Town asserts that Alexander's unpermitted excavation and backfill work extended beyond the boundaries of the Property onto Tract OSP-33 and adjacent Lot 641-C, and that said work permanently damaged several trees, and Alexander disputes that work was done without a permit, that said work damaged any trees, and that he is liable for any fines and penalties under the Mountain Village Municipal Code ("Code"); and

WHEREAS, the Town initiated a lawsuit in the Mountain Village Municipal Court, styled as *Town of Mountain Village vs. Alexander*, Case No. 24M01 (the "Litigation"), in which the Town has asserted various claims against Alexander, and the Court has issued a Temporary Restraining Order enjoining Alexander from engaging in certain development activity on the Property,

declaring Alexander's excavation and backfill work on the Property a public nuisance, and ordering abatement of the same; and

WHEREAS, without admitting any liability by any party to any other party, the Parties now desire to settle, compromise, and resolve certain disputes in the Litigation on the terms set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. <u>Temporary Restraining Order</u>. The Town shall let the Temporary Restraining Order expire, not seek a preliminary injunction, and withdraw the related Stop Work Order so long as Alexander agrees to complete the remediation outlined in Section 2 below.
- 2. <u>Remediation</u>. Alexander, at his expense, shall complete the following remediation by June 1, 2024:
 - a. Hand removal (no machine work) of infill soil in the critical root zone of the five trees indicated by the Town Forester that have a chance of survival; and
 - b. Restoration of grade in all areas of disturbance on Tract OSP-33 and Lot 641-C, including revegetation with Town-approved seed mix and installation of weed-free mulch and biodegradable erosion control netting.
- 3. Observation, Inspection, and Approval by Town. The Town shall have the right to supervise the remediation and make inspections at reasonable intervals during the remediation. Observance, acquiescence in, or approval by any inspector, at any particular time, shall not constitute Town acceptance of the remediation. Upon Alexander's completion of the remediation, Alexander or its representative shall certify to the Town that the remediation has been completed in compliance with this Section and request inspection of said remediation by the Town. Within 10 business days of Alexander's request for final inspection, the Town shall inspect the remediation and notify Alexander, in writing and with specificity, of their conformity or lack thereof to this Section including any corrective measures to be taken by Alexander. Alexander, at his expense, shall make all corrections necessary to ensure remediation is completed in full according to this Section and to the Town's satisfaction.
- 4. <u>Development Applications</u>. Pursuant to Code section 17.1.18.B., the Town's review of Alexander's application for the Building Permit, as well as his related application for an encroachment in the Town's General Easement, have been on hold. Upon execution of this Agreement, the Town shall proceed with review of both applications subject to the following conditions:
 - a. Subject to the provisions of this Agreement, any development of the Property shall be subject to all requirements of the Town's land use regulations in effect at the time of any application. The Town agrees to process any such application in the same manner as for any other applicant, but subject to the Town's promises and

commitments as set forth herein. Nothing herein guarantees approval of any application. The Town shall review the Building Permit in its normal course of business and provide any comments on the permit within 15 business days of the Effective Date.

- b. Alexander shall not perform any work on the Property that requires a building permit, except for the remediation outlined in Section 3, until he receives the appropriate building permit.
- c. If Alexander breaches this Agreement, or otherwise commits a violation of the Code as it relates to unpermitted work on or development of the Property, the Town may, at its option, rescind approval of any application and seek injunctive relief, damages, and any and all other remedies available at law or equity.
- d. If the remaining issues in Section 6 are not resolved by August 1, 2024, whether by separate agreement of the Parties or by the Court, the Town may, at its option, either wait for a ruling or re-apply for a new order authorizing the Town to remedy the remaining issues at Alexander's expense. Alexander reserves all defenses and objections to any such motion, except that Alexander waives any defense or objection based solely on the Town's allowing the Temporary Restraining Order to expire pursuant to this Agreement.
- 5. <u>Remaining Issues for Litigation</u>. The Parties acknowledge and agree that this Agreement does not address the remaining disputed litigation. Mr. Alexander reserves his right to dispute any and all allegations in the pending complaint and assert any defenses or claims. This Agreement is only to resolve the Temporary Restraining Order.
- 6. <u>No Admissions</u>. This Agreement is made as a compromise to avoid expense and to terminate the Temporary Restraining Order. None of the Parties to this Agreement admits liability of any sort, nor have any of the Parties made any agreements or promises to do or omit to do anything or act not herein set forth.
- 7. <u>Voluntary Agreement</u>. The Parties acknowledge that they have read this Agreement, have had the assistance of legal counsel, and understand all of its terms, and that this Agreement is executed voluntarily, without duress, and with full knowledge of its legal significance.
- 8. <u>Authority</u>. The individuals executing this Agreement on behalf of the Parties represent and warrant that they have the authority to execute this document.
- 9. <u>Counterparts</u>. This Agreement may be signed in counterparts and, when each party has signed one counterpart hereof, it shall be a binding and enforceable agreement.
- 10. <u>Complete Agreement</u>. This Agreement contains the entire, integrated agreement between the Parties regarding the subject matter discussed herein and supersedes all prior agreement and representations, written or verbal. This Agreement may not be modified in any

manner, nor may any rights provided for herein be waived, except by an instrument in writing signed by the party to be charged in such modification or waiver.

- 11. <u>Severability</u>. In the event that any provision of this Agreement is determined to be void, illegal, or unenforceable, all remaining provisions shall remain and in effect and shall be construed to effectuate, as nearly as possible, the original intentions of the Parties based on the entire Agreement, including the invalidated provision.
- 12. <u>Binding Upon Successors</u>. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.
- 13. <u>Colorado Law; Venue; Remedies</u>. This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado. In the event of litigation to enforce this Agreement, the exclusive venue shall be the Mountain Village Municipal Court.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date of the last signature set forth below:

TOWN OF MOUNTAIN VILLAGE

Ву:				
Marti Prohaska, Mayor				
a a				
KEN ALEXANDER				
By:				
VKen Alexander				
COUNTY OF)				3 1
STATE OF)				
This instrument was acknowledged Alexander.	before me th	nis day o	f	, 2023, by Ken
Witness my hand and official seal:	es.			
My commission expires:				
	No	tary Public	-	

AGENDA ITEM 13



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

TO: Mountain Village Town Council

FROM: Paul Wisor, Town Manager; David McConaughy, Town Attorney

DATE: January 18, 2024

RE: Ordinance Adding New Chapter 10.13 to the Mountain Village Municipal Code

Concerning Helicopters

Executive Summary: Council is asked to consider on first reading an ordinance prohibiting helicopters from landing or taking off within the Town except at authorized airport fields or helistops and except in the event of an emergency.

Overview

Currently, the Town has no regulations regarding the operation of helicopters within Town limits. The Town has received complaints of the landing and taking off of helicopters on private property. Noise levels and safety for residents are the primary concerns.

As written, the proposed ordinance would:

- prohibit any person owning, piloting, or operating any aircraft including helicopter from landing or taking off within the corporate limits of the Town, except at an authorized airport field or helistop location:
- prohibit any owner or lessee of real property within the Town from permitting any aircraft including helicopter from landing on or taking off from such property;
- prohibit the establishment of new heliports within the Town;
- acknowledge pre-existing helistops and heliports, such as the Helitrax heliport;
- provide an exception for emergency uses; and
- exempt aircrafts owned or operated by governmental agencies.

Financial Considerations

None. Other than the Helitrax heliport, there are no other helistops or heliports now in existence that would be impacted by the enactment of the ordinance.

Proposed Motion

Motion to approve on first reading an Ordinance Adding New Chapter 10.13 to the Mountain Village Municipal Code Concerning Helicopters and to set a second reading, public hearing, and final Council vote for the , 2024, regular Council meeting.

ORDINANCE NO. 2024-

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO ADDING NEW CHAPTER 10.13 TO THE MOUNTAIN VILLAGE MUNICIPAL CODE CONCERNING HELICOPTERS

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

WHEREAS, pursuant to its home rule authority and the provisions of C.R.S. 31-15-101, *et seq.*, the Town has the power and authority to regulate businesses and to provide for the health, safety and welfare of the citizens of the Town; and

WHEREAS, the Town Council finds that the unrestricted operation, landing, and takeoff of helicopters within the Town presents a danger to the citizens and negatively impacts the peaceful and quiet enjoyment of areas within the Town and its surrounding natural environment; and

WHEREAS, the Town finds that it is in the best interests of the health, safety, and welfare of its citizens to prohibit the establishment of new heliports and helistops within the Town 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.

Section 2. Amendment. The Town Council hereby amends the Code by the addition of a new Chapter 10.13 as follows:

10.13 AIRCRAFT

10.13.010 Purpose.

This Chapter provides standards and requirements for the operation of aircrafts including helicopters within the Town for the purpose of protecting the health, safety, and welfare of the public by:

- 1. Prohibiting the establishment of new landing areas not associated with medical facilities;
- 2. Ensuring existing helistop compatibility with noise-sensitive land areas;
- 3. Protecting noise-sensitive land areas from disturbing levels of aircraft noise;
- 4. Ensuring the safety of citizens; and
- 5. Protecting property values.

10.13.020 Definitions.

A. *Aircraft*. An aircraft is a powered or unpowered machine or device capable of atmospheric flight, except a parachute or other such device used primarily as safety equipment.

- B. *Helicopter*. A helicopter is an aircraft that depends for its motion and support in the air principally upon the lift generated by one or more power-driven rotors that rotate on substantially vertical axis but excluding unmanned aircraft that are operated without the possibility of direct human intervention from within or on the aircraft.
- C. *Heliport*. A heliport is an area of land or water or a structural surface which is used, or intended for use, for the landing and take-off of helicopters whether on a regular or irregular basis, and any appurtenant areas which are used, or intended for use, for heliport buildings and other heliport facilities.
- D. *Helistop*. A helistop is the same as a heliport except that no refueling, maintenance, repairs or storage of helicopters is permitted. Helistop shall not include an area of land or water or a structural surface that is used exclusively or intended for exclusive use for the landing and take-off of aerial helicopter ambulances used in emergency situations.

10.13.030 Aircraft and Helicopter Landings at Authorized Locations Only.

A. The following existing heliports and helistops are acknowledged as pre-existing uses under this Chapter and shall continue to be authorized in their existing locations:

Helitrax heliport located west of the Peaks Resort (136 Country Club Drive) on OS 1 R 1

- B. It shall be unlawful for any person owning, piloting, or operating any aircraft including helicopter to land or take off the same, or permit the same to be landed or to take off, within the corporate limits of the Town of Mountain Village, Colorado, except at an authorized airport field or helistop location.
- C. It shall be unlawful for any owner or lessee of real property within the Town to permit any aircraft including helicopter to land on or take off from such property unless authorized as set forth herein.
- D. It shall be unlawful for any person to establish, maintain, or operate any airport field, heliport, or helistop, except for the existing facilities described above in Subsection (A), provided, however, the Town Council may authorize a new heliport or helistop to be operated as part of a medical center or hospital providing emergency medical services to the community. Any such authorization may be subject to reasonable conditions to address the factors under Section 10.13.010, above.
- E. This Section shall not apply in the event of an emergency involving the safety of any aircraft including helicopter or its passengers, nor in those instances where the aircraft or helicopter is involved in the performance of rescue, search, law enforcement, medical evacuation, firefighting, or civil defense duties.

10.13.040 Existing Heliports and Helistops.

- A. No heliports may be erected or maintained within the Town except as set forth above.
- B. This Section shall not prohibit helistops lawfully in existence before the effective date of this Section. Any change or substantial extension of the use of the existing helistop may be authorized in the discretion of the Town Council and may include conditions to address the factors under Section 10.13.010, above. This Section shall not be construed as exempting an existing helistop from complying with all applicable Mountain Village Municipal Code provisions and state and federal regulations.

10.13.050 Exemptions.

This Chapter shall not apply to any aircraft including helicopters owned or operated by the state or federal government or any political subdivision, department, or agency of the state or federal government. Nothing herein is intended to preclude or limit the aerial use of helicopters within the Town for facility operations or maintenance, tourist or ski flights, forestry, construction, or other lawful purposes.

10.13.060 Penalties.

Should any person violate this Chapter, such person may be assessed a fine or penalty as provided in Section 1.08.010 of the Municipal Code for each offense. The Town is further authorized to seek injunctive relief from the municipal court to prevent future violations.

<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 5. Public Hearing</u>. A public hearing on this Ordinance was held on the ____ day of _____, 2023 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado 81435.

<u>Section 6. Publication</u>. The Town Clerk or Deputy Town Clerk shall post and publish notice of this Ordinance as required by Article V, Section 5.9 of the Charter.

INTRODUCED, READ, AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the ____ day of ______, 2024.

TOWN OF MOUNTAIN VILLAGE:

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

	Ву:
ATTEST:	Marti Prohaska, Mayor
Susan Johnston, Town Clerk	

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this ____ day of ______, 2024.

TOWN OF MOUNTAIN VILLAGE:

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

By:	Marti Prohaska, Mayor
ATTEST:	
Susan Johnston, Town Clerk	
Approved as to Form:	
David McConaughy, Town Attorney	

(Rick) To approval of the first reading of the Ordinance, notice of the public hearing, containing a location of the public hearing and a description of the subject matter of the proposested and published in the Telluride Daily Planet, a newspaper of general circulation————————————————————————————————————	Council Member Name	"Yes"	"No"	Absent	Abstain
(Rick) So approval of the first reading of the Ordinance, notice of the public hearing, contained location of the public hearing and a description of the subject matter of the proposested and published in the Telluride Daily Planet, a newspaper of general circulation————————————————————————————————————	Marti Prohaska, Mayor				
(Rick) S approval of the first reading of the Ordinance, notice of the public hearing, contain location of the public hearing and a description of the subject matter of the proposted and published in the Telluride Daily Planet, a newspaper of general circulation, 2024 in accordance with Section 5.2(d) of the Town of Mountain Villager. on the Ordinance was held by the Town Council at a regular meeting of the Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on blic hearing, the Ordinance was considered, read by title, and approved with the Town Council, by the affirmative vote of a quorum of the Town Council as follows:	Scott Pearson, Mayor Pro Tem				
(Rick) Is approval of the first reading of the Ordinance, notice of the public hearing, contain a location of the public hearing and a description of the subject matter of the proposted and published in the Telluride Daily Planet, a newspaper of general circulation, 2024 in accordance with Section 5.2(d) of the Town of Mountain Villager. on the Ordinance was held by the Town Council at a regular meeting of the Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on blic hearing, the Ordinance was considered, read by title, and approved with the Town Council, by the affirmative vote of a quorum of the Town Council as follows:	Jack Gilbride				
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Telluride Regional Airport Authority Town of Mountain Village Update January 18, 2024

Airport Highlights

- ▲ Airline Update
 - Denver Air Connection (DAC)
 - 1 Daily Flight to DEN.
 - 1 Daily Flight to PHX
 - o CFA continues to evaluate and enhance additional flights and airlines into TEX.
- ▲ New Hangar Construction of a 40,000 sf multi use facility for transient storage of aircraft.
- ▲ Airport Authority Town of Mountain Village Appointees:
 - o Gary Bash Vice Chair
 - Tom Richards Finance Committee
 - Jennifer Vogel
 - o Bob Patterson Alternate

STATISTICS

JANUARY – DECEMBER 2023	TRAA 2023	TRAA <u>2022</u>	Percent
AIRCRAFT OPERATIONS	<u>2023</u>	2022	<u>Change</u>
General Aviation:	15,049	17,589	-14.44 %
Airline:	999	1,166	-14.32 %
AVIATION FUEL SALES (Gallons)			
General Aviation:			
AvGas:	25 <i>,</i> 975	26,436	-1.74 %
Jet-A	738,053	912,494	-19.12 %
Airlines:	<u>24,814</u>	<u>25,918</u>	<u>-4.26 %</u>
Total Fuel:	788,842	964,848	-18.24 %
GA Passenger Enplanements:	17,286	19,558	-11.62 %
Airline Enplanements:	10,741	11,263	-4.63%

^{*}Denver Air Connection partner with United Airlines on a 30-seat Dornier 328JET

TOWN OF MOUNTAIN VILLAGE Town Council Meeting January 18, 2024 2:00 p.m.

During Mountain Village government meetings and forums, there will be an opportunity for the public to speak. If you would like to address the board(s), we ask that you approach the podium, state your name and affiliation, and speak into the microphone. Meetings are filmed and archived and the audio is recorded, so it is necessary to speak loud and clear for the listening audience. If you provide your email address below, we will add you to our distribution list ensuring you will receive timely and important news and information about the Town of Mountain Village. Thank you for your cooperation.

NAME: (PLEASE PRINT!!)	
LAUL SAVAGE	EMAIL: MONOSKI SAVACE OF MAIL.
DAVID BALLOBE	EMAIL:
CARIS HATED	EMAIL:
Clare Hart	EMAIL: hart- Clave @ gmail- Con
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From: Michael Baker
To: council

Subject: Save Our Open Space

Date: Wednesday, January 17, 2024 10:58:35 AM

Caution: External Message - Please be cautious when opening links or attachments in email.

Deny the driveway on OSP-18A.

Let EVERYONE enjoy our open space instead of granting the inordinately wealthy permission to build a driveway directly across from Adams Ranch Rd. I believe the future homeowners would be emphatic to this pushback if they drove, walked their dogs, jogged, or biked Mountain Village Blvd everyday as many of us do.

We all believe that fair is fair, so please practice what we preach; Deny them the driveway. -Michael T Baker, VCA Resident

 From:
 Allan S. Brooks

 To:
 council

 Subject:
 OSP-18A

Date: Wednesday, January 17, 2024 10:47:13 PM

Caution: External Message - Please be cautious when opening links or attachments in email.

To our Town Council,

Please note the Brooks family (151 Benchmark DR) stands in opposition to the proposed driveway on OSP-18A. This is a poor option compared with the proper driveway that should connect to Arizona ST. Please vote to deny this special use permit accordingly, don't make the rest of MV suffer through an unnecessary and disruptive addition of a driveway directly on MV BLVD. Respectfully,

Allan S. Brooks 151 Benchmark DR From: <u>Jay and Carol Crowell</u>

To: <u>council</u>

Subject: Save our open space

Date: Wednesday, January 17, 2024 4:33:35 PM

Caution: External Message - Please be cautious when opening links or attachments in email.

Dent space to ops-18a Sent from my iPad From: <u>Cath Jett</u>

To: <u>Martinique Prohaska</u>

Cc: <u>mvclerk</u>

Subject: January 18, 2024 Agenda Item 10

Date: Wednesday, January 17, 2024 5:04:58 PM

Caution: External Message - Please be cautious when opening links or attachments in email.

Dear Mayor Prohaska,

I am writing to express my concern about Agenda Item 10 for a driveway conditional use permit. I urge you to respect the recommendations of the Design Review Board.

The remaining lots in Mountain Village all have some sort of encumbrance - too steep, too rocky, wetlands, etc. Reinterpreting the code and making an exception is not a fair application of the town's regulations.

The decision made by the Design Review Board was a unanimous one and has been through multiple iterations. The board members are experts in their field and were appointed by you. They use the code every day to review and make their decisions. It is important to trust their judgment and respect their recommendations.

Please respect the recommendations of the Design Review Board for this matter.

Thank you.

--

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





From: <u>Michael Johnson</u>

To: <u>council</u>

Subject: Item #10 OSP-18A

Date: Wednesday, January 17, 2024 6:45:01 PM

Caution: External Message - Please be cautious when opening links or attachments in email.

Dear council members,

Please preserve our boulevard corridor and open space by voting to deny a driveway thru OSP-18A.

Thank you , Michael "Hawkeye" Johnson Full time resident owner since 2005

Sent from my iPad

From: Theresa Koenigsknecht

To: <u>council</u>

Subject: Save our open space

Date: Wednesday, January 17, 2024 10:58:29 AM

Caution: External Message - Please be cautious when opening links or attachments in email.

As a San Miguel County resident who lives full time in the Ski Ranches, works in the town of Telluride and frequents Mountain Village for necessities, skiing, and more: I'm writing to ask you to deny the driveway on OSP-18A. There are other options for this home owner without encroaching on protected open space that impacts all residents and visitors to San Miguel County and Mountain Village..

Thank you,

__

Theresa Koenigsknecht theresadoeshistory.com www.linkedin.com/in/theresakoenigsknech From: L Roddick
To: council

Subject: Deny driveway OSP-18A

Date: Wednesday, January 17, 2024 3:26:30 PM

Caution: External Message - Please be cautious when opening links or attachments in email.

Save our open space and deny the driveway on OSP-18A.

Laurie Roddick Owner, 323 Adams Ranch Rd #6A

Sent from my iPhone

From: jg@sunrisetelluride.com

To: mvclerk
Cc: Paul Wisor

Subject: Driveway easement

Date: Thursday, January 18, 2024 2:03:30 PM

Caution: External Message - Please be cautious when opening links or attachments in email.

To whom this may concern.

I'm writing this in opposition of the driveway easement across open space and Arizona Drive in the Mountain Village Boulevard. Has noted in the previous email. We can't set precedence of this kind of use of open space. They knew what they bought when they bought it. It's not that hard to get a permit with the army corps of engineers. As I have heard from the closest neighbor, that would see the bridge and the driveway from Arizona Drive and he is for the bridge. Open space is for everybody to use. If they want it so bad and we get a big return on it like, let's put a parking lot and transfer station for 100 cars for free parking on it and if they want to get to their property, they would have to drive through the parking lot or a park of a large sorts of playgrounds and tennis courts on it and they can work around it, and they would have to pay for all those improvements for anything off of the boulevard. That's the way it works in the past. I doubt very much that they want to do any of that so the bridge suddenly seems cheaper. I'm writing this a little late because I don't think I'll be able to make the meeting at the designated time due to a previous engagement so I'm not responsible for any grammar spelling or anything related to proper English writing

Thanks very much for your consideration Thx from Jonathan Greenspan 2 spring drive

Sent from my iPhone

 From:
 Mary Healy

 To:
 council

 Cc:
 Ed Healy

Subject: Deny driveway on/through OSP-18A

Date: Thursday, January 18, 2024 1:32:27 PM

Caution: External Message - Please be cautious when opening links or attachments in email.

Dear Council Members,

Save our open space and deny the driveway on OSP-18A.

I am writing to urge you to **deny access** from Mountain Village Blvd. to the proposed Arizona Street property development through the open space area that runs from the entrance to Mountain Village (at HWY 145) into the village along the street.

I thought this issue had already been resolved with a "NO" answer to the developer's request to construct the driveway from Mountain Village Boulevard through the open space are to the proposed buildings rather than constructing access to the buildings from Arizona Street as has been (and still to this point is) the norm for home developments in our village. But, seeing that this is up (again?) for consideration, I must speak up in support of honoring our building norms and ask that you please

DENY THE DRIVEWAY ACCESS THROUGH OSP-18A.

The property was purchased with buyer/developer "knowing" what would be required in order to provide access to the property from our village roads. To then ask for permission to build in our open space is wrong, manipulative, and arrogant. To take some words from my friend and neighbor Paul Savage, the "developer has no right to develop our open space, no right to diminish our grand entrance, no right to interrupt our continuous undeveloped boulevard corridor, no right to create traffic, no right to diminish our safety, no right to profit off the forced subsidy of open space by this unwilling community."

Please work for us to preserve any and all pieces of our beautiful open space areas! Thank you for your consideration of this view, which is held not by just a few but by many of us who are aware of development issues facing our village.

Sincerely,

Mary R Healy

for both Ed Healy and myself

--

Mary Healy

mary.r.healy@gmail.com (512)785-6122, cell

130 Arizona Street Telluride, CO 81435 From: <u>Tamara Ogorzaly</u>

To: council
Subject: No driveway

Date: Thursday, January 18, 2024 4:08:14 PM

Caution: External Message - Please be cautious when opening links or attachments in email.

Council members:

Save our OPEN SPACE and deny the driveway on OSP-18A.

What a bone headed idea and give away.

The developer needs to think of an alternative solution, as has been demonstrated by drive off Arizona St.

Sincerely, Tamara Ogorzaly Resident since 1999 From: Richard Thorpe
To: Kim Schooley

Subject: Honor our open space- deny a driveway on OSP-18A

Date: Thursday, January 18, 2024 2:09:08 PM

Caution: External Message - Please be cautious when opening links or attachments in email.

Treat them like any developer. This proposal has the potential for a great safety hazard. DENY!
Richard Thorpe
MV Homeowner

From: <u>JOLANA VANKOVA</u>

To: <u>council</u>

Subject: Honor our open space- deny a driveway on OSP-18A

Date: Thursday, January 18, 2024 10:23:53 AM

Caution: External Message - Please be cautious when opening links or attachments in email.

Dear Council members,

I am surprised to see that someone is trying to bypass our Master Plan and trying to build ANYTHING on our precious coveted open space. It is not in our interest as Mountain Village to allow this to happen.

Nor is it wise to set a precedent like this, endangering our daily operations as a town to enable a developer

who wants to cut corners on a private project.Let him built according to proper maps.

Dangerous idea to put that driveway in an area that is already in certain times of day super busy.

Please deny this driveway on our OSP-18A, and prevent multiple future problems, and possible action

by the community if this was to be granted just to make a developer happy. Let us avoid more petitions.

One mistake could make this town much less livable. Please wisely deny what is not being owed to this project.

Thank you,

Jolana Vanek Full time resident, Mountain Village From: Clint W
To: council

Subject: I oppose allowing private use of open space for OSP-18A

Date: Thursday, January 18, 2024 4:17:44 PM

Caution: External Message - Please be cautious when opening links or attachments in email.

Clint Warren 117 Lawson Point