

**TOWN OF MOUNTAIN VILLAGE
TOWN COUNCIL REGULAR MEETING
THURSDAY, MARCH 21, 2024, 2:00 PM
2nd FLOOR CONFERENCE ROOM, MOUNTAIN VILLAGE TOWN HALL
455 MOUNTAIN VILLAGE BLVD, MOUNTAIN VILLAGE, COLORADO
AGENDA **REVISED****

https://us06web.zoom.us/webinar/register/WN_GiSntc0cROG5tkSvIRivQw

Please note that times are approximate and subject to change.

	Time	Min	Presenter	Type	
1.	2:00				Call to Order
2.	2:00	60		Legal	Executive Session for the Purpose of: <ul style="list-style-type: none"> a. To Determine Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations and/or Instructing Negotiators, In Connection with Regional Wastewater Treatment Plant Update Pursuant to C.R.S. 24-6-402(4)(e) b. Receiving Legal Advice on Specific Legal Questions Under CRS 24-6-402(4)(b) Specifically Regarding Campaign Finance Laws and Municipal Elections c. Receiving Legal Advice on Specific Legal Questions Under CRS 24-6-402(4)(b) Specifically for an Update on Pending and Recent Litigation Including Lot 109R Development Challenge and Ken Alexander Municipal Court Trial
3.	3:00	5	Haynes Lemley	Informational	Staff Introductions: <ul style="list-style-type: none"> a. Brittany Newell, Rental Properties Manager
4.	3:05	5	Johnston McConaughy	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: <ul style="list-style-type: none"> a. Consideration of Approval of the February 15, 2024 Regular Town Council Meeting Minutes b. Consider for Approval of a Lease Agreement for the Bruin Waste Transfer Station
5.	3:10	35	Haynes Lemley Newell	Action	Mountain Village Housing Authority: <ul style="list-style-type: none"> a. Appointment of One Resident Seat for a One Year Term on the VCA Resident Committee b. Consideration of Village Court Apartments Phase IV, West Building Master Lease Program, Communications and Move-In and the MVHA to Establish Rental Pricing
6.	3:45	20	Lemley	Informational Action	Finance: <ul style="list-style-type: none"> a. Presentation of the February 29, 2024 Business & Government Activity Report (BAGAR) b. Consideration of a Resolution Approving Change Orders to Village Court Apartments Phase IV
7.	4:05	10	Wisor	Informational	Department Updates
8.	4:15	10	Lannon	Informational	Telluride Historical Museum Update
9.	4:25	10	Skinner	Action Legislative	Consideration of Sustainable Destination Marketing and Tourism Management Services Agreement Between the Town of Mountain Village and Telluride Tourism Board

**TOWN COUNCIL MEETING
AGENDA FOR MARCH 21, 2024**

	Time	Min	Presenter	Type	
10.	4:35	30	McConaughy	Action Legislative	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Calling for a Special Election on July 9, 2024 and Setting Ballot Questions Regarding Proposed Amendments to the Mountain Village Home Rule Charter
11.	5:05	15	McConaughy Wisor Kjome	Action	Consideration of Approval of an Agreement Regarding Fire Safety Improvements Relating to Ski Ranches Water System
12.	5:20	15			Dinner
13.	5:35	30	Norton Wise	Action	Plaza Vending Committee: a. Consideration of Approval of the Plaza Vending Committee Bylaws b. Consideration of Approval of the Plaza Vending Regulations
14.	6:05	5	Nelson	Action Quasi-Judicial	Consideration of a Resolution Approving a Height Variance Application for Lot 166AR2-10, TBD Stonegate Drive, Pursuant to CDC Section 17.4.16 – <i>Staff Requests that this Item be Continued to the May 16, 2024 Regular Meeting</i>
15.	6:10	5	Ward Carmer	Action Legislative	Second Reading, Public Hearing and Council Vote on an Ordinance to Amend the CDC Section 17.6.1(B) - Wetlands Regulations
16.	6:15	20	Ward Walters	Worksession	Discussion Regarding Potential CDC Amendments Related to Updated Fire Mitigation and Tree Protection Standards
17.	6:35	20	Council Members	Informational	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
18.	6:55	5			Public Comment on Non-Agenda Items
19.	7:00	5			Other Business
20.	7:05				Adjourn

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**TOWN COUNCIL MEETING
AGENDA FOR MARCH 21, 2024**

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

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

Public Comment Policy:

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



TOWN OF MOUNTAIN VILLAGE

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Mountain Village, CO 81435

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Agenda Item 4a

**TOWN OF MOUNTAIN VILLAGE
MINUTES OF THE FEBRUARY 15, 2024
REGULAR TOWN COUNCIL MEETING**

The meeting of the Town Council was called to order by Mayor Marti Prohaska at 2:00 p.m. on Thursday, February 15, 2024. The meeting was held in person and with virtual access provided through Zoom.

Attendance:

The following Town Council members were present and acting:

Marti Prohaska, Mayor
Scott Pearson, Mayor Pro Tem
Harvey Mogenson
Jack Gilbride
Pete Duprey
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
Haley Carmer, Assistant Town Attorney
Lizbeth Lemley, Finance Director
Chris Broady, Police Chief
JD Wise, Economic Development & Sustainability Director
Lauren Kirn, Environmental Efficiencies & Grant Coordinator
Amy Ward, Community Development Director
Kathrine Warren, Public Information Officer
Finn Kjome, Public Works Director
Scott Pittinger, Public Works Director
Lindsay Niehaus, HR Benefits Coordinator
Jim Loebe, Transit & Recreation Director
Claire Perez, Planner

Drew Nelson, Senior Planner
Rodney Walters, Town Forester
Lauren Tyler, GIS Administrator
Jaime Holmes, HR Director
Jason Habib, Planning Technician
Tim Barber
Chris Chaffin
Kristine Perpar
Ruthie Boyd
Matthew Skinner
Madeline Gomez
Peter Mitchell
Victor Toce
Madeleine Kunda
Diana Farrel
Randy Podolsky



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Executive Session for the Purpose of: (2)

- a. **Receiving Legal Advice on Specific Legal Questions, to Determine Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations and/or Instructing Negotiators, In Connection With the Development of the Alexander Property 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 Wastewater Treatment Plant 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 Gondola Construction Pursuant to C.R.S. 24-6-402(4)(b) and (e)**
- d. **Receiving Legal Advice on Specific Legal Questions In Connection With Changes to State Law Pursuant to C.R.S. 24-6-402(4)(b)**

On a **MOTION** by Jack Gilbride and seconded Pete Duprey, 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 development of the Alexander Property 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 wastewater treatment plant 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 gondola construction pursuant to C.R.S. 24-6-402(4)(b) and (e)
- d. Receiving legal advice on specific legal questions in connection with changes to state law pursuant to C.R.S. 24-6-402(4)(b)

at 2:01 p.m.

Council returned to open session at 3:53 p.m.

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: (3)

a. Consideration of Approval of the January 18, 2024 Regular Town Council Meeting Minutes

Town Clerk Susan Johnston presented. Council discussion ensued. On a **MOTION** by Harvey Mogenson and seconded by Tucker Magid, Council voted unanimously to approve the Consent Agenda with an additional statement to Agenda Item 12 that the settlement agreement was approved as presented with the understanding that this settlement does not address fines/penalties which will be assessed at a later date.

Finance (4)

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

a. Presentation of the January 31, 2024 Business & Government Activity Report (BAGAR)

b. Consideration of the December 31, 2023 Financials

Council discussion ensued. On a **MOTION** by Jack Gilbride and seconded by Scott Pearson, Council voted unanimously to approve the December 31, 2023 Financials as presented.

Department Updates (5)

Town Manager Paul Wisor presented. Council discussion ensued.

Second Reading, 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 Quasi-Judicial (6)

Planner Claire Perez presented. Mayor Prohaska opened the public hearing. Public comment was received from Randy Podolsky. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Pete Duprey and seconded by Tucker Magid, Council voted 7-0 to approve on second reading 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 February 5, 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.

Second Reading, Public Hearing, and Council Vote on an Ordinance Regarding Helicopter Landing Within the Town of Mountain Village (7)

Town Attorney David McConaughy 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 Pete Duprey and seconded by Jack Gilbride, Council voted 7-0 to approve on second reading an Ordinance adding new chapter 10.13 to the Mountain Village Municipal Code concerning helicopters.

On a **MOTION** by Scott Pearson and seconded by Tucker Magid, Council voted unanimously to convene as the Town of Mountain Village Housing Authority.

Consideration of a Resolution Amending the Meadowlark Deed Restriction/Covenant (8)

Assistant Town Manager Michelle Haynes and Assistant Town Attorney Haley Carmer presented. The Housing Authority discussion ensued. On a **MOTION** by Harvey Mogenson and seconded by Jack Gilbride, the Housing Authority voted unanimously to approve a Resolution amending and restating the Meadowlark at Mountain Village, Lot 644 Deed Restriction and directed staff to update the Mountain Village Housing Authority fee schedule accordingly with changes to section 3(I)(i) to include other organizations and section 8(E) to include remedies including, but not limited to, those set forth in the Town Municipal Code and Ordinances.

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

Council moved to agenda item 10.

Consideration of a Resolution Approving a Height Variance Application for Lot 165 Unit 3, TBD Cortina Drive, Pursuant to CDC Section 17.4.16 Quasi-Judicial (9)

Senior Planner Drew Nelson presented. Applicant Kristine Perpar presented. Council discussion ensued. On a **MOTION** by Pete Duprey and seconded by Harvey Mogenson, Council voted unanimously to adopt a Resolution approving a height variance a maximum height of 18.31 feet above the allowable and an average height of 5.76 feet above the allowable, per the height restrictions listed in the CDC for portions of a new single-family detached condominium located at Lot 165 Unit 3, 130 Cortina Drive based on the evidence provided in the staff record of memo dated February 15, 2024, and the findings of this meeting and with the following conditions:

1. The approved height variance is valid only with the design presented for Initial DRB review on March 7, 2024, and is valid only for the 18-month period of that design approval. One 6-month extension of the original design review approval is allowable.
2. The height variance is specific to the area described in the staff memo in figure 2 and represented in the DRB approved drawings. Should any modifications to the building design occur, including future expansion, the variance would not cover portions of the building that are not thus described.

Council moved to agenda item 19.

Consideration of a Resolution Approving a Height Variance Application for Lot 166AR2-10, TBD Stonegate Drive, Pursuant to CDC Section 17.4.16 – Staff Requested This Item be Continued to the March 21, 2024 Regular Meeting Quasi-Judicial (10)

Drew Nelson presented. Council discussion ensued. On a **MOTION** by Huascar E. Gomez (Rick) and seconded by Jack Gilbride, Council voted unanimously to continue the consideration of a Resolution approving a Height Variance Application for Lot 166AR2-10, TBD Stonegate Drive, pursuant to CDC section 17.4.16 to the March 21, 2024 Regular Town Council meeting.

Council took a break from 4:41 to 4:51 p.m.

Council moved to agenda item 9.

First Reading, Setting of a Public Hearing and Council Vote on an Ordinance to Amend the CDC Section 17.6.1(B) - Wetlands Regulations Legislative (12)

Community Development Director Amy Ward and Haley Carmer presented. Council discussion ensued. On a **MOTION** by Scott Pearson and seconded by Huascar E. Gomez (Rick), Council voted 7-0 to approve on first reading an Ordinance amending CDC section 17.6.1.B-Wetlands Regulations and to set the second reading, public hearing, and final Council vote for the March 21, 2024 Regular Town Council meeting with a

modified statement in section 2(d) to read that all state and federal permits related to the disturbance or fill applicable within home rule municipalities (if any) have been approved.

Staff Update Regarding Potential Meadows Subarea Improvements (13)

Amy Ward presented. Council discussion ensued. Council directed staff to fund a study to determine a secondary access route out of the Meadows, to pursue short term rental regulations with HOAs, to pursue the sidewalk improvements for the south side of the existing sidewalk on Adams Ranch Road, to proceed with improvements to surface parking, and to pursue bus stop improvements for Big Billie's and VCA. These items are to be considered in 2024 or 2025.

Council moved to agenda items 18.

Discussion Regarding Trails Master Plan Implementation (14)

Transit & Recreation Director Jim Loebe presented. Council discussion ensued. Council directed staff to add a formal trail from Ski Ranches to Mountain Village, contact TMVOA (Telluride Mountain Village Owners Association) engineering about widening road shoulders to allow for bike paths, add Mountain Village trails to an application like AllTrails or something similar.

Discussion Regarding the Town of Mountain Village Forestry Program Update (15)

Town Forester Rodney Walters presented. Council discussion ensued.

Council moved to agenda item 20.

Consideration of a Letter of Support for Conservation Protections for the Public Lands of the Dolores River Canyon Country (16)

Sheep Mountain Alliance Program Coordinator Ruthie Boyd presented. On a **MOTION** by Scott Pearson and seconded by Harvey Mogenson, Council voted unanimously to approve a letter of support for Conservation Protections for the Public Lands of the Dolores River Canyon Country.

Update on the Climate Action Implementation Roadmap (17)

Economic Development & Sustainability Director JD Wise and Environmental Efficiencies & Grant Coordinator Lauren Kirn presented. Council discussion ensued.

Council moved to agenda item 14.

Colorado Flights Alliance Update (18)

Colorado Flights Alliance CEO Matt Skinner presented. Council discussion ensued.

Council moved to agenda item 16.

Consideration of Funding for the Boomerang Bridge Egress (19)

Paul Wisor presented. Council discussion ensued. Council directed staff to work with the US Forest Service to ensure funding is received from San Miguel County and the Town of Telluride in addition to the Town of Mountain Village.

Paul Wisor presented Council with a letter of support for a RAISE Grant Application for funding the gondola. On a **MOTION** by Harvey Mogenson and seconded by Jack Gilbride, Council voted unanimously to approve a letter of support for a RAISE Grant Application and to include that the Town of Mountain Village purchases offset credits to make the gondola carbon free, add a paragraph regarding the environmental impact, and to tailor the letter more specifically to the Town of Mountain Village.

Council moved to agenda item 12.

On a **MOTION** by Huascar E. Gomez (Rick) seconded by Jack Gilbride, Council voted unanimously to continue the meeting beyond six hours.

Council Boards and Commissions Updates: (20)

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

Public Comment on Non-Agenda Items (21)

There was no public comment.

Other Business (22)

There was no other business.

There being no further business, on a **MOTION** by Jack Gilbride and seconded by Tucker Magid, Council voted unanimously to adjourn the meeting at 8:16 p.m.

Respectfully prepared,

Kim Schooley
Deputy Town Clerk

Respectfully submitted,

Susan Johnston
Town Clerk

Memorandum

To: Town Council

From: Finn Kjome, Scott Pittenger

Date: March 14, 2024

Re: Commercial Lease Village Core Transfer Station

Village Core Transfer Station Commercial Lease with Bruin Waste Management

Background Summary

Bruin Waste Management has contracts with private HOA's in the Village Core for trash and recycling hauling. The Town of Mountain Village owns the waste transfer station in the Village Core. TOMV rents the waste transfer station to Bruin Waste Management to facilitate the offering of trash hauling service to the HOA's in the Village Core. The transfer station is an integral part of the waste and recycling hauling operations of which the removal of waste would not be successful without it.

Recommendation

Staff recommends Town Council sign the new lease agreement to rent the Village Core Transfer Station to Bruin Waste Management.

COMMERCIAL LEASE VILLAGE CORE TRANSFER STATION

THIS LEASE is made this 1st day of _____, 2024, by and between **THE TOWN OF MOUNTAIN VILLAGE**, a home-rule municipality and political subdivision of the State of Colorado ("Landlord"), and Bruin Waste Management, whose address is _____ ("Tenant").

1. DESCRIPTION OF PREMISES AND TERM

1.1 Landlord, in consideration of the rent and other charges to be paid by Tenant as set forth herein, and of the other covenants, agreements and conditions to be performed and observed by Tenant as set forth herein, hereby leases the following described real property located in the Town of Mountain Village, County of San Miguel, State of Colorado, to wit:

Approximately 1000 square foot "Waste Transfer Station" located on Open Space Tract 3-BR-2
(the "Premises")

1.2 The term of this Lease shall be for a term of one year commencing on the 1st day of March 2024, and terminating on the 28th day of February 2025. This lease shall automatically renew for successive one (1) year terms provided neither Landlord or Tenant provide notice of termination to the other party at least sixty (60) days prior to the end of the then current term and that Tenant is not in default under the terms of this Lease, nor in violation of any law or regulation related to the use of the premises as a waste transfer station.

1.3 The Parties acknowledge that anticipated development of properties nearby the Premises may necessitate alteration of the Premises or relocation of the Premises to another suitable location. In that event, the Parties agree to cooperate in good faith to renegotiate this lease to accommodate such development. In the event that development of nearby properties makes continued use of the Premises as provided by this Lease impractical or unfeasible, and if Landlord agrees in writing to provide an alternative premises that is substantially equivalent and convenient for Tenant's uses and on equivalent terms to this Lease, then Landlord shall have the right to terminate this Lease upon one hundred twenty (120) days' written notice, provided that the alternative premises would be available before such time.

2. RENT, ADJUSTABLE RENT BASED ON GROSS REVENUES

2.1 All rent shall be paid to Landlord without notice on the tenth (10th) day of each month during the term hereof. Payment shall be delivered to Landlord at the address set forth herein, or at such other place as may from time to time be designated by Landlord.

2.2 Tenant shall pay rent in the amount of \$100 dollars per month and actually incurred utility costs, which shall be billed directly to the Tenant.

2.3 Rent shall be considered delinquent if not received by Landlord within five (5) days of the date said payment is due. Landlord may charge a ten percent (10%) penalty, a One Hundred Dollar (\$100.00) processing fee, and eighteen percent per annum (18%/annum) interest for any delinquent payments of rent from the date it was due.

3. CONSTRUCTION OF TENANT FINISHES, MAINTENANCE, UTILITIES

3.1 Tenant shall be solely responsible for all costs of construction of the interior tenant finishes and equipment in order to operate a waste transfer station. All tenant finishes shall receive the prior written approval of the Town prior to installation.

3.2 Tenant shall be solely responsible for the maintenance and repair expenses incurred in the operation of the Premises. Tenant shall keep the Premises in a clean and orderly fashion so as not to disturb the quiet enjoyment of any of the neighboring property owners or create any nuisance.

3.3 Tenant shall pay for the utility expenses incurred in the operation of the Premises, including electrical expenses, which shall be billed directly to the Tenant.

4. USE OF PREMISES

4.1 The Premises are to be used and occupied by Tenant for the sole purpose of operating a waste transfer station for commercial trash and recycling collected from Tenants accounts located in the Mountain Village Center. Tenant shall not use the transfer station for any other transfers or purpose and shall comply with the Town of Mountain Village Commercial Refuse and Recycling Ordinance, the Municipal Code and all other State, Federal and local laws and regulations regarding the Premises. Tenant shall not use the Premises for purposes other than those stated in this paragraph without the prior written consent of Landlord, which may be granted or withheld at the sole discretion of the Landlord.

4.2 The Tenant shall be responsible for controlling access to the Premises and securing the Premises.

5. CONDITION OF PREMISES

5.1 Tenant agrees to: (i) keep said Premises in good, clean condition; (ii) commit no waste thereon; (iii) obey all laws, ordinances, rules and regulations affecting the Premises; (iv) surrender the Premises at the termination hereof in a like condition as when taken, reasonable wear and tear excepted; (v) keep the adjacent parking lot free of any trash and debris which occurs in the parking lot as a result of Tenant's use of the Premises and; (vi) keep the premises securely locked at all times to prevent unauthorized use and animal intrusion. Tenant represents to Landlord that it has not relied on any oral or written statement of Landlord or their agent concerning the condition of the Premises.

6. LIENS

6.1 Tenant shall keep the Premises free from any liens or claims of liens arising out of any work performed, materials furnished, or obligations incurred by Tenant. Nothing herein shall be deemed a waiver of Landlord's governmental immunity from liens.

7. REPAIRS

7.1 Tenant shall, at its own expense, keep the Premises in good repair and tenantable condition and shall promptly and adequately repair all damage to the Premises, whether or not caused by Tenant or any of its employees, agents, or invitees, including, but not limited to, replacing or repairing all fixtures and appurtenances resulting from any such damage. Such repairs shall be made in a workmanlike manner and within a reasonable period of time. If Tenant does not do so promptly and adequately, Landlord may, but need not, make such repairs and replacements and Tenant shall pay Landlord the cost thereof. Landlord reserves the right to make all repairs provided for under this paragraph and in such event Tenant agrees to pay Landlord, as additional rent hereunder, all amounts invoiced or billed to Tenant by Landlord for such repairs within thirty days of receiving such invoice or bill.

8. INSURANCE

8.1 Liability Insurance: Tenant agrees to maintain at its expense at all times during the Lease term a comprehensive general liability insurance policy in the minimum amount of Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury and property damage. Landlord shall be named as an additional insured party thereon. The insurance carrier and form and substance of Tenant's policy must be acceptable to Landlord. Tenant shall deliver to Landlord a certificate of such insurance which shall declare that the respective insurer may not cancel the same in whole or in part without giving Landlord written notice of its intention to do so at least ten (10) days in advance.

8.2 Contents Insurance: Tenant shall maintain at its expense and keep in full force at all times during the terms of this Lease on the Premises a policy or policies of contents insurance.

8.3 During the term of this Lease and any extensions thereof, Landlord may obtain and maintain any insurance which Landlord deems necessary to protect its interests in the Premises. Tenants shall not rely upon or make any claims against such insurance secured by Landlord.

8.4 Tenant shall secure all required workers compensation insurance on all employees or agents utilizing the premises.

9. RIGHT OF ENTRY

9.1 Landlord reserves and shall, at all times, have the right to enter the Premises, inspect them and to, alter, improve, or repair, subject to paragraph 7, above. Landlord may, in order to complete said repairs and alterations, erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, provided that town has approved such repairs and the entrance to the Premises shall not be blocked thereby, and further provided that the business of Tenant shall not be interfered with unreasonably. Landlord shall have the right to use any and all means which Landlord may deem proper to open the doors in an emergency in order to obtain entry of the Premises without liability to Tenant.

10. ASSIGNMENT AND SUBLETTING

10.1 Tenant shall not permit any part of the Premises to be used or occupied by persons other than Tenant, and the employees or agents of Tenant, nor permit any part of the Premises to be used or occupied by any licensee or concessionaire or permit any persons to be upon the Premises other than Tenant or Tenant's employees or agents.

10.2 Tenant shall not assign, sublet, or part with the possession of all or part of the Premises without the prior written consent of Landlord, which consent shall be made as Landlord's sole and absolute discretion. Consent of Landlord to an assignment or subletting shall not be construed to relieve Tenant from obtaining the consent of Landlord to any further assignment or subletting.

10.3 If Tenant requests Landlord's consent to an assignment of this Lease or to a subletting of the whole or any part of the Premises, Tenant shall submit to Landlord the name of the proposed assignee or subtenant and such information as to the nature of its business, financial responsibility and financial standing as Landlord may require, together with a notice of the effective date of the proposed assignment or subletting.

11. HOLD HARMLESS

11.1 Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Premises for the conduct of its business or from any activity, work, or other thing done, permitted, or suffered by Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, or any agent, employee, guest, or licensee of Tenant, and from and against all cost, attorneys' fees, expenses and liabilities incurred as the result of any such claim or any action or proceeding brought thereon or action or proceeding brought against Landlord. Tenant hereby assumes all risk of damage to property or injury to persons, in, upon, or about the Premises, from any cause other than Landlord's intentional misconduct or negligence, or failure to perform any of its covenants under this Lease, and Tenant hereby waives all claims in respect thereof against Landlord. Landlord or its agents shall not be liable for any damage to property entrusted to employees of the Premises. Tenant shall give prompt notice to Landlord in case of fire or accident or defects in the Premises or in the fixtures or equipment located therein.

12. VACATING THE PREMISES / HOLDOVER TENANCY

12.1 Upon the expiration or other termination of this Lease, Tenant shall surrender the Premises to Landlord, broom clean, in as good order, condition and repair as they are now or may hereafter be placed, ordinary wear and tear excepted. Any property left in the Premises at the expiration or other termination of this Lease which is not claimed by Tenant within ten (10) days after such expiration or termination shall conclusively be deemed abandoned and may be sold or otherwise disposed of by Landlord. Tenant expressly releases Landlord of and from any and all claims and liability for damage to or loss of property left by Tenant in the Premises at expiration or other termination, and Tenant hereby indemnifies Landlord against any and all claims and liability with respect thereto. If Tenant holds over after the Lease Term with the express consent of Landlord, such tenancy shall be from month to month at one and one-half times the rental rate set forth herein. If Tenant holds over after the term without the consent of Landlord, Tenant shall be deemed to be occupying the Premises by tenancy at will, and shall be liable for rent at the rate of three times the rental rate set forth herein. Such tenancy at will may be ended by Landlord at any time upon at least three (3) days' advance notice by Landlord to Tenant. If the Premises are not surrendered at the end of the term, Tenant shall be responsible to Landlord for all damages and costs, including attorney's fees, which Landlord shall suffer by reason thereof.

13. DEFAULT

13.1 The occurrence of any one (1) or more of the following events shall constitute a default and breach of this Lease by Tenant:

A. The vacating or abandonment of the Premises by Tenant.

B. The failure of Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due.

C. The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant if not cured within five (5) days after the date of written notice of such violation from Landlord.

14. LANDLORD'S REMEDIES

14.1 In the event Tenant abandons the Premises, Landlord may, but shall be under no obligation to at any time and from time to time, re-enter and relet the Premises in whole or in part without terminating this Lease. Landlord shall in no event be liable in any way for failure to relet the Premises.

14.2 Landlord shall be permitted to avail itself to all remedies available under law or equity.

15. COMPLIANCE WITH LAW

15.1 Tenant shall not use the Premises or permit anything to be done in or about the Premises which will conflict with any law, statute, ordinance, or governmental rule or regulation or with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to or affecting the condition, use, or occupancy of the Premises.

16. GENERAL PROVISIONS

16.1 Waiver: The waiver by Landlord of any term, covenant, or condition contained herein shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition contained herein. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of the acceptance of such rent.

16.2 Notices: All notices or demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing. All notices and demands by Landlord to Tenant shall be hand delivered or shall be sent by United States mail, postage prepaid, addressed to Tenant at the Premises or to such other place as Tenant may from time to time designate in a notice to Landlord. All notices and demands by Tenant to Landlord shall be sent by United States mail, postage prepaid, addressed to Landlord at its address herein or to such other person or place as Landlord may from time to time designate in a notice to Tenant. All notices sent by mail shall be effective on the third business day after deposit with the U.S. Postal Service.

16.3 Joint Obligations: If there be more than one (1) Tenant, the obligations hereunder imposed upon Tenant, and each of them, shall be joint and several.

16.4 Marginal Headings: The heading and titles to the paragraphs of this Lease have no legal significance.

16.5 Time: Time is of the essence to the performance of all of the provisions of this Lease.

16.6 Successors and Assigns: The covenants and conditions contained herein, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties.

16.7 Recordation: Tenant shall not record this Lease or any memorandum hereof without the prior written consent of Landlord.

16.8 Quiet Possession: So long as Tenant shall pay the rent reserved hereunder and observe and perform all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

16.9 Prior Agreements: This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

16.10 Inability to Perform: Except as otherwise provided in this Lease, the rights of Landlord hereunder shall not be affected or impaired because Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, war, riot, or any other cause beyond the reasonable control of Landlord.

16.11 Attorneys' Fees and Venue: In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all costs and expenses including the reasonable fees of its attorneys in such action or proceeding. Venue for any legal action shall be in the courts of San Miguel County, Colorado.

16.12 Sale by Landlord: In the event of any sale of the Premises, This lease shall automatically be terminated upon landlord giving thirty days prior written notice on the date of the closing on such sale.

16.13 Severability: Any provisions of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.

16.14 Cumulative Remedies: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

16.15 Choice of Law: This Lease shall be governed by the laws of the State of Colorado.

16.16 Colorado Constitution: Any fiscal obligations of Landlord under this Lease shall be subject to annual budgeting and appropriation by the Mountain Village Town Council as required by the Colorado Constitution.

16.17 Immunity: Nothing herein shall be construed as a waiver of Landlord's Governmental Immunity.

IN WITNESS WHEREOF, the Landlord and Tenant have set their hands and seals on the date and year first above written.

LANDLORD:

TOWN OF MOUNTAIN VILLAGE

By: Martinique Prohaska, Mayor

Approved as to form:

David McConaughy, Town Attorney

TENANT:

BRUIN WASTE MANAGMEN, a Colorado corporation.

By: Chris Trospen, Authorized Agent



OFFICE OF THE TOWN MANAGER

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

Item No. 5a

TO: Town of Mountain Village Housing Authority

FROM: Michelle Haynes, Assistant Town Manager

FOR: Meeting of March 21, 2024

RE: Consideration of applications for one seat on the VCA Resident Committee. -
Interviews are Optional

Introduction

Town Council directed the formation of the VCA resident advisory committee in December of 2019. We have established the committee subsequent to 2019. We have one vacant seat and three applications.

Attachments:

- A. VCA Resident Advisory Committee Framework – for background and reference
- B. Applications listed in the order they were received:
 - Nicolas Bosma, lived at VCA for eleven (11) years
 - Luke Kernell, lived at VCA for four (4) years
 - Piper Miller, lived at VCA for six (6) years

VCA Resident Advisory Committee Framework

The purpose and intent of the Committee is for residents to provide input to staff. No specific Council member will be appointed to the Committee. Town Council member are invited to attend the committee meetings. A staff person will be present to hear the residents' concerns and ideas. The framework is provided as attachment A for background.

Existing VCA Resident Committee Members and terms.

VCA resident committee members serve for two-year terms. Of the five-member committee terms are staggered between years.

Existing VCA Committee Members

Members	Position	Appointed	Term Exp.	Notes
Matthew Lewis		March-23	Mar-25	Seat Vacated
Trevor Browning		March-23	Mar-25	
Ursula Cristol		July-22	Jul-24	
Charles Lynch		July-22	Jul-24	
Valentina Roa Estrella		July-22	Jul-24	
Brittany Newell, VCA Property Manager	VCA Administrator			

RECOMMENDATION

Staff circulated the list of applicants to the VCA resident committee and received some feedback for a preference for Piper Miller.

Staff recommends the applicants speak to their interest and qualifications.

We have three applicants; applications are attached, and they are listed below:

- Nicolas Bosma, lived at VCA for eleven (11) years
- Luke Kernell, lived at VCA for four (4) years
- Piper Miller, lived at VCA for six (6) years

RECOMMENDED MOTION

*I MOVE TO APPOINT _____ TO COMPLETE THE VACATED SEAT
TERM TO EXPIRE IN MARCH OF 2025.*

/mbh

ADVISORY COMMITTEE VILLAGE COURT APARTMENTS (VCA) RESIDENT COMMITTEE FRAMEWORK

Mission Statement

VCA strives to provide a safe, clean and comfortable living environment for the residents of our community. In furtherance to this goal, VCA is creating a VCA Resident Advisory Committee (“Committee”), which functions as a resident working group. The Committee will meet to provide input and feedback to VCA administration.

VCA Resident Committee Composition

- Five VCA residents

Terms

The Telluride Mountain Village Housing Authority (“TMVHA”) will appoint five VCA residents. Initially, two members will be appointed for one-year terms, and three members will be appointed for two-year terms, to establish a stagger of term appointments. After the first year, all members will be appointed for two year terms.

Residency at VCA is a requirement to serve on the Committee, therefore, if a Committee member is no longer a resident, they will be replaced via a similar process utilized in the appointment of members.

Town Support

The Town will provide one VCA administrator at each meeting and when advised of the meeting dates and times, a Town Council member, at Town Council’s discretion.

Form of Organization and Recommendations

The Committee will not be a decision-making body. Rather it will be an advisory committee that will provide recommendations to VCA management regarding maintaining and improving the living conditions at VCA.

1. The TMVHA requests that feedback from the Committee be shared with Town Council twice yearly.
2. The Committee can elect to have an all VCA resident meeting. Town staff can assist the coordination of the meeting space and communications of such a gathering.

Meeting Procedures

The TMVHA recommends meetings to be held every two months. The committee may elect a chairperson who would schedule the Committee meetings and manage the meeting.

Meeting Notifications

The town will not require agendas to be drafted or public noticed; however, the Committee can request that meeting dates be shared with VCA residents. Meetings are open to the public.

Committee Limitations

1. The VCA administrator and Committee will maintain resident confidentiality and will not disclose private or confidential information regarding residents on any matter, except in a case

where information is of public record.

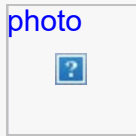
2. Committee meetings are not the forum for resident complaints against other residents. Complaints are managed by the VCA administrative office staff. The VCA resident committee shall not arbitrate complaints between residents.
3. The Committee does not direct the actions of staff or budget, but rather, the Committee is a forum for resident input in concert with town staff and a Town Council member.
4. The Committee is not an arbiter of staff personnel issues. Personnel matters are handled in accordance with TMVHA and Town of Mountain Village policies and procedures. Concerns or complaints about staff will be directed to focus on matters of safety, civility, expectations and results. The Committee does not make recommendations regarding staffing matters, except in the case where there are observations of too much or too little and whether staffing is meeting the expectations of comfort and safety.

/mbh

From: [Marleina Fallenius](#)
To: [Village Court Apartments](#)
Subject: FW: Website Form - VCA Resident Committee Application
Date: Friday, March 1, 2024 12:37:56 PM

Kind regards,

photo



Marleina Fallenius

Housing Policy and Programs Manager, Town of Mountain Village

Office | [970-369-8602](tel:970-369-8602) | Mobile | [970-417-1789](tel:970-417-1789)

mfallenius@mtnvillage.org

[455 Mountain Village Blvd., Ste. A, Mountain Village, CO 81435](#)



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From: marketing@mtnvillage.org <marketing@mtnvillage.org>

Sent: Thursday, February 22, 2024 12:00 PM

To: Maegan Eckard <meckard@mtnvillage.org>; Michelle Haynes <MHaynes@mtnvillage.org>;
Marleina Fallenius <mfallenius@mtnvillage.org>

Subject: Website Form - VCA Resident Committee Application



Formstack Submission For: [Website Form - VCA Resident Committee Application](#)

Submitted at 02/22/24 12:00 PM

Name/Nombre:

Nicholas Bosma

Email Address/Correo electrónico:

nicholasbosma@gmail.com

Phone Number/ /Número de teléfono:	(404) 867-2110
Best way to reach you? / ¿La mejor manera de localizarle?:	Email / Correo electrónico
Unit Number / Número de unidad:	1422
How many years have you lived at VCA? / ¿Cuántos años lleva viviendo en VCA?:	11
Why would you like to serve on this committee? / ¿Por qué le gustaría formar parte de este comité? :	Become more involved with my community, help improve VCA, and get to know my neighbors.
What would you be able to contribute to the committee? / ¿Qué podría aportar al comité?:	I've lived in 3 different units over the past 11 years, and believe I have a good grasp of VCA's workings. As a long-term Mountain Village resident, I'm quite familiar with the impact the housing shortage has had on the area and how it has affected locals and businesses.
Are you willing to promote the best interests of VCA residents and the community? ¿Está dispuesto a promover los intereses de los residentes del VCA y de la comunidad?:	Yes / Si

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

From: [Maegan Eckard](#)
To: [Michelle Haynes](#)
Cc: [Village Court Apartments](#)
Subject: FW: Website Form - VCA Resident Committee Application
Date: Friday, March 1, 2024 9:55:53 AM

Luke Kernell VCA Resident Committee Application.

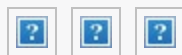


Maegan Eckard
Administrative Assistant, Town of Mountain Village

Office | [970-369-8236](tel:970-369-8236) | Mobile | [970-729-5338](tel:970-729-5338)

meckard@mtnvillage.org

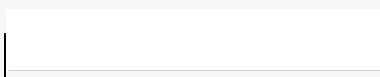
[455 Mountain Village Blvd., Ste. A, Mountain Village, CO 81435](#)



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From: marketing@mtnvillage.org <marketing@mtnvillage.org>
Sent: Thursday, February 22, 2024 5:08 PM
To: Maegan Eckard <meckard@mtnvillage.org>; Michelle Haynes <MHaynes@mtnvillage.org>; Marleina Fallenius <mfallenius@mtnvillage.org>
Subject: Website Form - VCA Resident Committee Application



Formstack Submission For: [Website Form - VCA Resident Committee Application](#)

Submitted at 02/22/24 5:07 PM

Name/Nombre:	Luke Kernell
---------------------	--------------

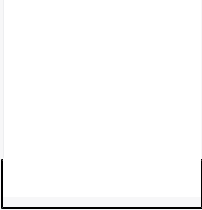
Email Address/Correo electrónico:	lkernell@mtnvillage.org
--	-------------------------

Phone Number/ /Número de teléfono:	(816) 759-9594
Best way to reach you? / ¿La mejor manera de localizarle?:	Text / Mensaje de texto
Unit Number / Número de unidad:	3202
How many years have you lived at VCA? / ¿Cuántos años lleva viviendo en VCA?:	4 Years
Why would you like to serve on this committee? / ¿Por qué le gustaría formar parte de este comité? :	I would like to help continue to make VCA a great place to live. I'm always thinking of new ideas and improvements to make life better for only myself but other residents. I also know many people in VCA are like me in the fact this is the only place we could think of living in the area due to prices and restrictions on other place. I want to be here for a while and want to help all.
What would you be able to contribute to the committee? / ¿Qué podría aportar al comité?:	I'm young, that is both good and bad, I can come up with new ideas and have a different view on many things. I also work for the Town already which gives me another view point and I know there are many other town employees in VCA, I can be their voice. I also feel like I embrace the telluride lifestyle and that seems to be lost at times at VCA
Are you willing to promote the best interests of VCA residents and the community? ¿Está dispuesto a promover	Yes / Si

**los intereses de los
residentes del VCA y
de la comunidad?:**

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From: [Marleina Fallenius](#)
To: [Village Court Apartments](#)
Subject: FW: Website Form - VCA Resident Committee Application
Date: Monday, March 11, 2024 12:20:16 PM

Our third applicant

From: marketing@mtnvillage.org <marketing@mtnvillage.org>
Sent: Monday, March 11, 2024 9:00 AM
To: Maegan Eckard <meckard@mtnvillage.org>; Michelle Haynes <MHaynes@mtnvillage.org>; Marleina Fallenius <mfallenius@mtnvillage.org>
Subject: Website Form - VCA Resident Committee Application



Formstack Submission For: [Website Form - VCA Resident Committee Application](#)

Submitted at 03/11/24 9:00 AM

Name/Nombre: Piper Miller

Email

Address/Correo electrónico: piperonthemountain@gmail.com

**Phone Number /
/Número de
teléfono:** 9707291855

**Best way to reach
you? / ¿La mejor
manera de
localizarle?:** Email / Correo electrónico

**Unit Number /
Número de unidad:** 1142

How many years have you lived at VCA? / ¿Cuántos años lleva viviendo en VCA?:

6

Why would you like to serve on this committee? / ¿Por qué le gustaría formar parte de este comité? :

A few people have suggested I serve a term on this committee, and I'm interested in doing it to use my practical and common sense voice for the benefit of myself and my beloved VCA community.

What would you be able to contribute to the committee? / ¿Qué podría aportar al comité?:

My profession as Assistant Clerk for Town of Telluride the last five years has given me a wealth of experience managing boards and commissions, using tact and diplomacy to bridge the gaps between citizens and governmental matters, and as a resident of VCA almost six years, I am keenly familiar with the challenges and complexities of VCA life. I love my little community and how uniquely special it is, and I want to keep it that way.

Are you willing to promote the best interests of VCA residents and the community? ¿Está dispuesto a promover los intereses de los residentes del VCA y de la comunidad?:

Yes / Si



**PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

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

Item No. 5b

TO: Town of Mountain Village Housing Authority

FROM: Michelle Haynes, Assistant Town Manager

FOR: Meeting of March 21, 2024

RE: Consideration of Village Court Apartments Phase IV, West Building Master Lease Program, Communications and Move-In and the MVHA to Establish Rental Pricing

INTRODUCTION

Town Council discussed allocating the west building of VCA Phase IV to businesses located in Mountain Village through a master lease program. We anticipate the west building to be ready for move in's from mid-June to the end of June of 2024. We have formulated a framework, timeline and communications plan. We ask for Town Council to approve the recommended rent structure.

BUILDING FAQ'S

We have a total of 13 4-bedroom 2-bathroom units with an in-unit washer and dryer, and one 3-bedroom 2-bathroom unit with an in-unit washer and dryer. Nine 4-bedroom units will be released for the business master lease program, three are held for Town seasonal housing (that frees up existing inventory) and two are held for our business incentive program.

TERMS OF THE MASTER LEASE PROGRAM

A qualifying business means a business that has a physical address in Mountain Village, a brick-and-mortar business in Mountain Village and an active business license with a demonstration of employees as part of the business which is documented as part of the business license application. This means hotels, ski companies, restaurants, bars, real estate offices, galleries, doctors' offices, non-profit organizations and physical therapy offices, service-based businesses, retail shops, and similar businesses.

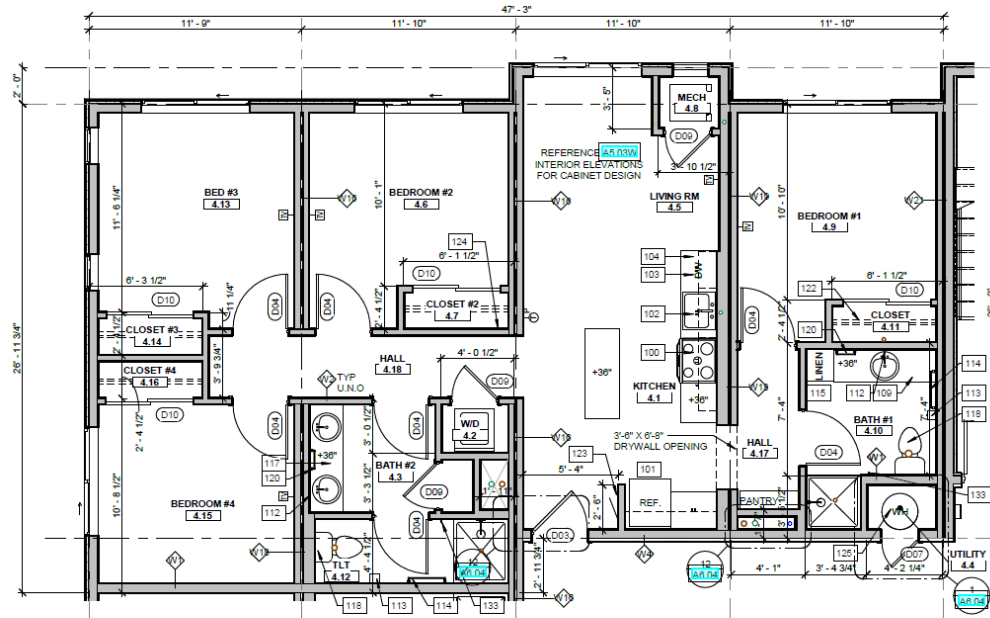
FOCUS ON MOUNTAIN VILLAGE SMALL BUSINESSES

There is no license fee, which we originally contemplated, as we did not want to preclude small business owners from the opportunity. We are recommending a weighted lottery based upon the number of employees. The fewer employees will have more advantage in the weighted lottery system.

For example:

- Up to 15 employees: 3 entries
- 16-60 employees: 2 entries
- 60+ employees: 1 entry

Exhibit 1. 4-bedroom and 2-bathroom floor plan



① **TYPE 4 FLOOR PLAN - 1,154 NET SQ FT**
1/4" = 1'-0"

TERMS OF THE MASTER LEASE CONTINUED

- The master lease is a 12-month lease, renewable each year with good standing.
- The intention is that the employees of the business will occupy the unit. The business owner is not eligible to occupy the unit.
- The master lease monthly rental rate is recommended to be \$3,600 for a four-bedroom unit.
- Minimum occupancy is four unrelated individuals, and maximum occupancy of six people total per unit.
- Up to two pets (one dog and one cat) are allowed with a \$400 pet deposit, a \$30 monthly dog fee also applies which is the standard VCA policy.
- One unit per Mountain Village business is allowed. A parent company with multiple storefronts is also only allowed one unit.
- Only one parking space is allocated per unit. Additional vehicles are not allowed. Parking at the airport lot, leased by the TMV is allowed through the issuance of a permit. A shuttle is provided each day with 24 hour notice.
- Tenants will need to qualify pursuant to the deed restriction and demonstrate that they are employed within the Telluride R-1 School District.
- Two businesses could share a master lease for their employees.
- The rent that is charged by the Town to the business owner is the same rent that must be distributed and charged to the tenants. In other words, the business owner cannot charge tenants amounts in excess of what they are paying in rent, except as it relates to allocating utilities.
- The units cannot be subleased by the owner to other businesses or individuals not employed by the business.
- The units cannot be used for short term rentals.

PROPOSED TIMELINE

- **Monday, April 29:** Mountain Village Business Open House Regarding the Business Master Lease Program (hybrid meeting)
- **Tuesday, April 30-May 15:** open the business pre-qualification application online
- **Thursday, May 16:** close the business application online
- **Wednesday, May 22:** weighted lottery
- **Wednesday, May 23-Monday, June 10:** business employees apply and qualify for move-in (approximate)
- **June 15-June 30:** anticipated tenant move-ins (staggered)

BUSINESS OUTREACH

Molly Norton, our Community Engagement Coordinator & J.D. Wise, Our Economic Development and Sustainability Director talked with business owners at the most recent merchant meeting and provided a brief survey by email to Mountain Village businesses. We are receiving strong positive feedback regarding a business master lease program and indicated to our businesses that council would be reviewing the framework and details after which point we would begin our clearer communications plan. As of Wednesday, March 13 eight businesses responded that they would participate in the program.

RECOMMENDED MOTION

I move to approve establishing the initial rent at \$3,600 for the 4-bedroom units and \$2,700 for the 3-bedroom unit at VCA Phase IV, West Building, Business Master Lease Program.

/mbh



Business and Government Activity Report
For the month ending: February 29th

Agenda Item 6a

Activity	2024			2023			YTD or MTD Variance	
	MONTH	Monthly Change	YTD	MONTH	Monthly Change	YTD	Variance	Variance %
Village Court Apartments								
Occupancy Rate %	97.27%	-0.91%	97.73%	99.09%	0.45%	98.86%	-1.13%	-1.1%
# Vacated Units	2	1	3	3	1	5	(2)	-40.0%
# Work Orders Completed	22	2	42	21	1	41	1	2.4%
# on Waiting List	162	0		180	2		(18)	-10.0%
Public Works								
Sewage information is sometimes unavailable at time of publishing.								
Service Calls	466	(142)	1,074	332	(262)	866	208	24.0%
Truck Rolls	96	50	142	76	(26)	241	(99)	-41.1%
Snow Fall Inches	56	10	102	39	17	69	33	47.8%
Snow Removal - Streets & Prkg Lots Hours	na	NA	na	737	(17)	1,599	NA	NA
Roadway Maintenance Hours	na	NA	na	17	5	33	NA	NA
Water Billed Consumption Gal.	8,969,000	(30,124,000)	48,062,000	9,238,000	(41,316,000)	62,456,000	(14,394,000)	-23.0%
Sewage Treatment Gal.	9,107,000	(303,000)	18,517,000	9,519,000	551,000	20,825,000	(2,308,000)	-11.1%
Child Development Fund								
Daycare began billing a flat monthly amount and offering up to 5 days a week vs. 4 in September, therefore the calculations of average number of children will change somewhat.								
# Infants Actual Occupancy	7.27	0.00		4.88	(0.62)		2.40	49.1%
# Toddlers Actual Occupancy	8.93	0.00		11.73	0.96		(2.80)	-23.9%
# Preschoolers Actual Occupancy	14.34	(0.21)		10.67	(0.11)		3.67	34.4%
Transportation and Parking								
New parking rates, including commuter and residential permits, went into affect 12/23. Bus routes in January 2023 were due to gondola shut downs in that month.								
GPG Parking Utilization (% of total # of spaces occupied)	77.6%	10.00%	72.4%	85.50%	9.70%	80.4%	-8.0%	-10.0%
HPG Parking Utilization (% of total # of spaces occupied)	57.8%	8.60%	53.4%	89.50%	9.00%	84.8%	-31.4%	-37.0%
Parking Utilization (% of total # of spaces occupied)	66.4%	8.60%	62.0%	77.80%	8.30%	73.4%	-11.4%	-15.5%
Bus Routes # of Passengers	0	0	0	0	(721)	0	0	NA
Paid Parking Revenues	\$124,880	\$2,068	\$247,692	\$53,054	(\$10,828)	\$116,936	\$130,756	111.8%
Human Resources								
Seasonal EE's: Gondola Ops, Parking, Plaza Services New Hires: None Terms: 1VCA Maintenance Worker, 1 Gondola LME I, 1 Assistant Director Childcare, 1 Seasonal Parking Attendant, 1 seasonal Gondola Ops Reason for Terms: termination, resignations, moved away from the area								
FT Year Round Head Count	99	(3)		97	(4)		2	2.1%
Seasonal Head Count (FT & PT)	4	0		1	1		3	300.0%
Gondola FT YR, Seasonal, PT YR Head Count	52	(3)		53	(3)		(1)	-1.9%
Total Employees	155	(6)		157	0		(2)	-1.3%
Gondola Overtime Paid Hours	309	6	612	289	23	555	57	10.3%
Other Employee Overtime Paid	163	30	283	48	(57)	153	130	85.0%
# New Hires Total New Hires	0	(7)	7	4	(2)	10	(3)	-30.0%
# Terminations	5	1	9	1	(1)	3	6	200.0%
Communications & Business Development								
Town Hosted Meetings	6	(1)	14	4	(4)	12	2	16.7%
Email Correspondence Sent	15	0	30	17	2	32	(2)	-6.3%
E-mail List #	8,504	6		3,846	(4,528)		4,658	121.1%
Ready-Op Subscribers	2,203	16		2,124	1		79	3.7%
News Articles	16	(4)	34	15	(2)	17	17	100.0%
Press Releases Sent	1	(1)	3	1	(2)	4	(1)	-25.0%
Gondola and RETA								
Gondola # of Passengers	355,335	40,532	670,138	355,465	1,653	709,277	(39,139)	-5.5%
Chondola # of Passengers	35,255	4,055	73,020	32,856	(204)	70,926	2,094	3.0%
RETA fees collected by TMVOA	\$ 1,391,400	\$ 406,110	\$ 2,376,690	\$ 770,040	\$ 357,697	\$ 1,182,383	\$1,194,307	101.0%

Police								
Calls for Service #	535	(39)	1,109	363	(30)	756	353	46.7%
Investigations #	26	11	41	20	1	39	2	5.1%
Alarms #	14	2	26	13	0	26	0	0.0%
Arrests #	3	3	3	7	6	8	(5)	-62.5%
Summons #	3	2	4	1	(4)	6	(2)	-33.3%
Traffic Contacts #	11	(6)	28	20	(5)	45	(17)	-37.8%
Traffic Tickets Written #	0	(3)	3	1	(3)	5	(2)	-40.0%
Parking Tickets Written #	459	(200)	1,118	434	(220)	1,088	30	2.8%
Administrative Dismissals #	56	(36)	148	5	(10)	6	142	2366.7%



Business and Government Activity Report
For the month ending: February 29th

2024				2023			YTD or MTD Variance		
Activity	MONTH	Monthly Change	YTD	MONTH	Monthly Change	YTD	Variance	Variance %	
Building/Planning									
Telluride permits are no longer being issued by Mountain Village									
Community Development Revenues	\$210,383	\$85,704	\$335,062	\$23,917	\$7,610	\$40,224	\$294,838	733.0%	
# Permits Issued	18	5	31	22	(14)	58	(27)	-46.6%	
Valuation of Mtn Village Remodel/New/Additions Permits	\$41,398,956	\$38,165,015	\$44,632,897	\$302,200	\$12,800	\$591,600	\$44,041,297	7444.4%	
Valuation Mtn Village Electric/Plumbing/Other Permits	\$62,500	\$21,424	\$103,576	\$378,300	(\$437,575)	\$442,000	(\$338,424)	-76.6%	
# Inspections Completed	157	(23)	337	188	(198)	574	(237)	-41.3%	
# Design Review/Zoning Agenda Items	22	12	32	21	14	28	4	14.3%	
# Staff Review Approvals	20	(21)	61	11	(1)	23	38	165.2%	
Valuation Telluride Electric/Plumbing Permits	\$0	\$0	\$0	\$331,723	\$268,023	\$1,147,598	(\$1,147,598)	-100.0%	
All Hourly related items are unavailable e due to the payroll system change over. Refuse and recycle statistics come from an outside source and are not always available at the time of publishing.									
Plaza Services									
Snow Removal Plaza	Hours	na	NA	na	495	(319)	1,309	NA	NA
Plaza Maintenance	Hours	na	NA	na	657	49	1,265	NA	NA
Lawn Care	Hours	na	NA	na	0	0	0	NA	NA
Plant Care	Hours	na	NA	na	17	(17)	51	NA	NA
Irrigation	Hours	na	NA	na	7	7	7	NA	NA
TMV Trash Collection	Hours	na	NA	na	119	9	229	NA	NA
Christmas Decorations	Hours	na	NA	na	152	87	216	NA	NA
Residential Refuse	Pound	na	NA	na	77,415	(5,831)	160,661	NA	NA
Residential Recycle	Pound	na	NA	na	28,549	(2,017)	59,115	NA	NA
Diversion Rate	%	NA	NA	NA	26.94%	0.09%	26.90%	NA	NA
Vehicle Maintenance									
# Preventive Maintenance Performed	13	(5)	18	20	4	37	(19)	-51.4%	
# Repairs Completed	22	(2)	24	22	(4)	44	(20)	-45.5%	
Special Projects	4	0	4	1	0	3	1	33.3%	
# Roadside Assists	0	0	0	1	(3)	2	(2)	-100.0%	
Finance									
2023 January billing through July 2024 will be reduced because of the Broadband sale. Lodging Revs is tracking differently now.									
# Other Business Licenses Issued	45	(1056)	1,146	25	(957)	982	164	16.7%	
# Privately Licensed Rentals	7	(77)	91	2	(103)	105	(14)	-13.3%	
# Property Management Licensed Rentals	2	(528)	532	5	(486)	491	41	8.4%	
# Unique Property Advertisements Listings for MV	684	1		622	2		62	10.0%	
% of Paperless Billing Customers	60.13%	3.23%		65.23%	0.01%		-5.1%	-7.8%	
# of TMV AR Bills Processed	1,076	(47)	2,199	2,298	(5)	4,601	(2402)	-52.2%	
Accounts Receivable									
	TMV Operating Receivables (includes Gondola funding and childcare)								
			Utilities - Water/Sewer		VCA - Village Court Apartments				
	Current	\$691,010 80.7%	\$296,957 92.9%	\$8,423 80.8%					
	30+ Days	101,721 11.9%	13,226 4.1%	956 9.2%					
	60+ Days	6,796 0.8%	5,691 1.8%	924 8.9%					
	90+ Days	6,075 0.7%	177 0.1%	126 1.2%					
	over 120 days	51,193 6.0%	3,602 1.1%	- 0.0%					
	Total	\$ 856,795 100.0%	\$ 319,653 100.0%	\$ 10,429 100.0%					
	Construction Parking		Total All AR		Change Since Last Month - Increase (Decrease) in AR				
	Current	\$3,685 78.2%	\$ 1,000,075 83.9%	\$290,329 -154.5%					
	30+ Days	1,024 21.7%	116,927 9.8%	(463,076) 246.5%					
	60+ Days	3 0.1%	13,414 1.1%	2,368 -1.3%					
	90+ Days	- 0.0%	6,378 0.5%	(31,094) 16.6%					
	over 120 days	- 0.0%	54,795 4.6%	13,601 -7.2%					
Total	\$4,712 100.0%	\$ 1,191,589 100.0%	\$ (187,872) 100.0%						
				Other Statistics					
				Population (estimated) 1,434					
				(Active) Registered Voters 1,049					
				Assessed Property Valuation 430,319,955					



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

Agenda Item 6b

TO: Mountain Village Town Council

FROM: Lizbeth Lemley, Finance Director, Michelle Haynes, Assistant Town Manager, Paul Wisor, Town Manager

DATE: March 14, 2024

RE: VCA Phase IV Change Orders 2 & 3

Summary: Included in your packet is a proposed resolution to amend the VCA Phase IV budget originally approved in the Construction Management Agreement dated April 4, 2023, these updates were required to comply with the DOLA Grant Agreement and Use Covenant associated with the \$2.25 million TAHG grant awarded in June 2023.

Change Order 2 (Exhibit A): Change Order 2 details updates to accessible units required under the Use Covenant. The original plans for VCA Phase IV calculated the required number of accessible units between both buildings. The total number of required accessible units for the project were allocated between the two buildings. DOLA awarded grant funding for only the East building of the development and the Use Covenant recalculated the number of required accessible units for just the East building. Under the revised calculation, the number of accessible units in the East building is 3 fully accessible units and 2 hearing/vision impaired units. This resulted in an increase of 1 fully accessible unit and 1 hearing/vision impaired unit. The total cost of these modifications is \$43,800.88.

Change Order 3 (Exhibit B): Change order 3 details changes to the Builder's Risk Insurance policy required by the Grant Agreement. The agreement required all deductibles under the policy of \$25,000 or less. Several deductibles under the original policy were \$50,000. The cost of reducing the deductibles totals \$36,050.

This change order includes the grant funded installation of solar on the new buildings. The original Construction Management Agreement did not include the installation of solar as the grant funding had not been secured at that time, however, the grant funding and related expenses were included in the approved 2024 budget. The change order presented only reflects these amounts being added to the project budget in the Construction Management Agreement but does not result in any changes to the overall budgeted cost of the project.

Proposed Motion

I move to approve the proposed Resolution approving Phase IV Change Orders 2 & 3 and appropriating additional funds to cover these items.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE,
COLORADO REAPPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING
AGENCIES, IN THE AMOUNTS AND FOR THE PURPOSE AS SET FORTH HEREIN, FOR THE
VILLAGE COURT APARTMENTS PHASE IV PROJECT FOR THE 2024 BUDGET YEAR**

RESOLUTION NO. 2024-__

WHEREAS, the Town of Mountain Village (the “Town”) is a duly organized and existing home rule municipality of the State of Colorado, created and operating pursuant to Article XX of the Colorado Constitution and the Town’s Home Rule Charter (the “Charter”); and

WHEREAS, on April 4, 2023, the Town entered into a Construction Management Agreement (the “Contract”) with Triumph Development West, LLC for the construction of Phase IV of the Village Court Apartments (the “Project”); and

WHEREAS, the Town of Mountain Village Town Council (“Town Council”) adopted the 2024 annual budget on December 7, 2023, in accordance with Colorado law, and the Town Council made provision therein for revenues equal to or greater than the total proposed expenditures related to the Project as set forth in said budget; and

WHEREAS, to comply with DOLA’s requirements for grant funding for the Project, there are certain increased costs for the Project as outlined on Change Orders #2 and 3, attached hereto as Exhibits A and B; and

WHEREAS, the Town Council now desires to reappropriate funds provided in the budget to cover said increased costs of completing the Project as set forth below.

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

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

Section 2. Reappropriation. The Town Council hereby reappropriates the following sums to/from the following fund(s) for the stated purpose:

Village Court Apartments Fund Phase IV Capital Expense - \$79,850.88.
The additional expenses will be covered by Village Court Apartments Fund Balance

Section 3. Severability. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, it being the Board’s intention that the various provisions hereof are severable.

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

ADOPTED AND APPROVED by the Town Council at a regular public meeting held on March 21, 2024.

TOWN OF MOUNTAIN VILLAGE TOWN COUNCIL

By: _____
Martinique Prohaska, Mayor

ATTEST:

Susan Johnston, Town Clerk

APPROVED AS TO FORM:

David McConaughy, Town Attorney



Exhibit A

Triumph Development
www.triumphdev.com

January 29th, 2024

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

Re: Village Court Apartments Phase IV – Construction Management Agreement Change Order #2

To Whom It May Concern:

Please find a summary of the changes to the budget for the Village Court Apartments Phase IV Construction Management Agreement dated April 4, 2023. The Town of Mountain Village initiated these changes to comply with DOLA's ADA requirements for grant funding. A summary of the revised Development Budget attached.

Budget Considerations	\$	Notes
NorthStar - ADA Millwork Production, Delivery & Install	31,250.00	
NorthStar - Procurement & Installation of ADA Appliances	5,447.00	
Shaw - Fire Alarm & Electrical Changes for Added Hearing / Visually Impaired Unit & Type A Unit	6,103.88	
Olsen Architecture - Additional CA Fees	1,000.00	
TOTAL	43,800.88	

Please acknowledge your agreement to these changes by signing below. Feel free to contact me with any questions or comments.

Signed:

Michael O'Connor
Triumph Development West, LLC

Acknowledged:

Signed: _____

Name: _____

Date: _____

TOMV VCA4

1.29.24

Development Budget

Budget Item	Original Budget	10.19.23 TC Change Order	1.29.24 Change Order 2	Revised Budget
Shaw Contract	\$ 11,154,839	\$ 1,062,428	\$ 6,104	\$ 12,223,371
Shaw Bond	\$ 114,045			\$ 114,045
Northstar Modular Contract	\$ 6,287,379		\$ 36,697	\$ 6,324,076
Modular Bonding	\$ 94,311			\$ 94,311
Transportation Allowance	\$ 675,494			\$ 675,494
Set/Stitch Proposal	\$ 440,169	\$ 67,800		\$ 507,969
Shuttling Allowance	\$ 45,000			\$ 45,000
Staging Area Allowance	\$ 40,000			\$ 40,000
Solar	\$ -			\$ -
Sales & Use Taxes	\$ -			\$ -
Builder Risk Insurance	\$ 179,896			\$ 179,896
OCIP Insurance	\$ 291,879			\$ 291,879
Electric Hookups	\$ 104,660			\$ 104,660
Onsite Owner Items	\$ 23,000			\$ 23,000
Testing	\$ 27,290			\$ 27,290
Hardcost	19,477,962	1,130,228	42,801	20,650,991
Entitlement, Permit & Impact Fees	-	-		-
Soft cost				
CA Architecture	\$ 70,000	\$ 23,000	\$ 1,000	\$ 94,000
ADA Consultant	\$ 1,500			\$ 1,500
Design Reimbursable	\$ 15,000			\$ 15,000
Survey	\$ 5,000			\$ 5,000
Project Legal	\$ 10,000			\$ 10,000
Estimated Developer Reimbursables	\$ 24,000			\$ 24,000
Total Soft Cost	125,500	23,000	1,000	149,500
Developer Fixed Fee	\$ 838,000	\$ -	\$ -	\$ 838,000
Total Contingency	499,499	(150,000)	-	\$ 349,499
Total After Contingency	\$ 20,940,961	\$ 1,003,228	\$ 43,801	\$ 21,987,990



Exhibit B

Triumph Development
www.triumphdev.com

February 20th, 2024

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

Re: Village Court Apartments Phase IV – Construction Management Agreement Change Order #3

To Whom It May Concern:

Please find a summary of the changes to the budget for the Village Court Apartments Phase IV Construction Management Agreement dated April 4, 2023. Due DOLA Grant Requirements all deductibles for the project's Builder's Risk policy needed to be reduced to \$25,000. Meeting this requirement was cost prohibitive and the State accepted reducing Earth Movement, Flood, Wind/Hail and Named Storm to \$25,000. Achieving this came with an added cost of \$36,050. Additionally, the incorporation of solar panels required specialized snow holds to protect the public from falling ice and snow. Below is a summary of how the solar grant dollars will be spent. The total added cost for Change Order #3 is \$36,050.

Budget Considerations - Insurance Deductibles	\$	Notes
IMA Invoice - 307366	12,019	
IMA Invoice - 307368	24,031	
TOTAL	36,050	
Budget Considerations - Solar Grant Funding	\$	Notes
Grant Funding	312,796	Shaw has carried \$12,000 for the install of the initial snow fence layout in their contract. An additional \$8,000 will cover the installation of the added materials.
Solar Install - East Building	(128,000)	
Solar Install - West Building	(129,000)	
Snow Fence - Material	(36,546)	
Snow Fence - Installation	(8,000)	
Snow Fence - Engineering	(1,280)	
Contingency (3%)	(9,970)	
TOTAL	0	



Please acknowledge your agreement to these changes by signing below. Feel free to contact me with any questions or comments.

Signed:

Acknowledged:

Signed: _____

Michael O'Connor
Triumph Development West, LLC

Name: _____

Date: _____



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: March 14, 2024
RE: Department Updates

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

Public Works

Asphalt RFP has been completed and awarded for 2024 overlays in Mountain Village. VCA Building #1 roof replacement is out to bid and the new VCA bus stop is in the design phase. First EV vehicle (Ford Lightning) has been put into service.

Road & Bridge

Snow removal services continue as routine – February had 69 inches of snow, mostly falling in the first 2 weeks of the month. Freeze/thaw cycle has begun with warming temperatures and pothole fixes have been executed around the Village.

Water

Production from Telluride wells is online to supplement flows in MV due to a potential leak in the system. The leak has been isolated and will be further investigated upon the closure of the ski resort. GIS mapping of water infrastructure continues as well as routine maintenance and distribution production.

Plaza Services

Holiday decorations continue to be removed as time allows between storms (we're almost there!). February was another busy month of events with the return of Gay Ski Week and multiple private group events. Increases in Spring Break visitation are keeping the team busy with trash removal and general maintenance within the plazas.

Facility Maintenance

Boiler and snowmelt issues continue to be addressed. VCA new construction walk-throughs and punch lists are underway for the new East Building. New office design for Town Hall is underway and should be under construction soon.

Vehicle Maintenance

Maintenance of snow removal equipment to keep up with winter weather related wear and tear. New welding trailer for on-site work is complete.

Munchkins

I wanted to share exciting news- this week two more of my staff wrapped up their state qualifications making them Lead Teacher qualified. That puts us now at 6 out of 8 employees state qualified as lead teachers. In my time here at Munchkins we have never had so many qualified staff- typically 3 maybe 4! I can't express how exciting this is for the program, it allows more flexibility in staffing, gives each classroom highly skilled and educated teachers, and sets our program apart from the others in the area from a quality standpoint.

With all this great news, there's always a little bump in the road. Sophia my assistant director and lead preschool teacher resigned at the end of February. Thankfully, Jordan Menefee was offered and accepted promotion into the lead teacher role. She's highly experienced- previously ran the Children's Museum in Tucson as well as the Erik Hite program for first responder's families. We are so fortunate that we had someone on staff who was very excited and willing to jump in and take on the Lead Preschool position. I will not be filling the assistant director position at this time; the program is lucky to have Jordan, Madiea, and soon to be Stacy, director qualified so I am working with finance on how the possibility of giving more responsibilities and potential small pay increases to those three lead teachers while in turn saving the program some money from that Assistant Director position. We will eventually be looking to hire a childcare assistant to help back fill Jordan's position ideally after spring break!

Community Development

Planning

Development review for mostly single family homes continues per usual. This was the last month that we contracted with Design Workshop to assist with design review, we should be able to handle this in-house going forward with Drew Nelson our senior planner fully on-board and familiar with our design review processes. We are also preparing for a series of CDC amendments to address various topics, so anticipate seeing those headed to council for review and adoption throughout the summer.

Building

Within the building department, Inspection staff attended the International Code Conference in Denver for continuing education. Inspections and plan review both seem to be picking up as we get closer to the spring building season. The Ordinance for adoption of 2021 building codes and associated CDC amendment has been drafted and will be reviewed by both DRB and Council in April. In preparing information for the 2023 year in review, building permit valuations were aggregated for 2023 and were valued at over \$110,000,00!

GIS

GIS has been busy with re-addressing efforts. Boulders, Coyote Court and Prospect Plaza are all underway. We have received some feedback from residents currently going through the process, and will make some slight modifications to the roll out prior to the next phase.

Forestry

Forestry continues to prepare for this summer's programming – receiving, inventorying and labeling equipment, developing the training plan for the seasonal crew and continuing to work with our regional partners to develop the actual work plan for the execution of a community-wide fuel break.

General

All staff except GIS were also involved in preparing for and testifying in a trial in municipal court regarding numerous code violations.

Clerk

The design charrette with the Blythe Group for the Council Chambers, Executive Session break-out room and remodel of the public bathrooms design project is set for March 19th. We are in the design stages with Voter Magic, the replacement voter database. The software has been installed and we are fine tuning its capabilities. Once complete, the clerks will begin the training sessions.

The MMXSilo platform document migration was successful. Once voter database training is complete, we will be working on determining the search parameters and setting up the access. The platform allows us to link it to the Town website providing the public access to public records without having to submit an open records request.

Human Resources

Market Compensation Study: In pursuit of ensuring fair and competitive compensation, HR has initiated it's bi-annual market compensation study. This study represents a proactive step towards maintaining a competitive edge in the job market and ensuring equitable compensation for our valued employees. We have initiated a market compensation study with a highly sought-after consultant specializing in municipality market studies across Colorado. The consultant has been rescheduled to be on-site during the third week of March to meet individually with directors to gain a deeper understanding of their departments.

Learning & Development Training: Our commitment to Learning & Development training continues with March's training titled: "So Glad We Don't Agree: Why Adversity is Healthy at TMV." Our training logistic strategy continues with a one-hour all staff training and then a one-hour supervisor deeper dive training. As a reminder, these are being conducted on-site by our consultant with Marble Peak Consulting. HR's strategic goals surrounding Learning & Development training will continue to enhance organizational growth, foster a culture of skill enhancement and improving employee engagement and retention, to point out a few factors.

Our team is continuing to work with and grow our robust HRIS software and improvements happen each day! We are ramping down the season and will be offboarding seasonal

employees and then move immediately into onboarding our next round of seasonal employees. We have also seen a significant increase in applications received for full time positions and have been able to successfully and quickly fill open positions. As we continue with our new HRIS software we will be able to provide time to hire metrics.

Police

February was again a very busy month. Some of the more significant calls included, officers verbally de-escalated a situation with a subject armed with a knife, A reported suspicious person was contacted in the core. This person had multiple felony warrants from Mesa County and had no explanation for what he was doing in Mountain Village or how he got here. Officers de-escalated uncooperative possible suicidal person and stabilized the situation. Officers and Telluride Fire Department responded to a structure fire. This is residence under construction, the fire department was able to quickly extinguish the fire and reduce the damage to the structure.

Deputy Chief Moir and the San Miguel Coroner investigated an unattended death. On February 28, we received a call of a disturbance. The citizen calling was able to contain the situation while we were enroute, and the citizen remained on scene to assist the first officer until others arrived.

We were also able to continue training both internally and attending outside classes. Officer Horn attended a 60-hour Krav Maga Instructor. This teaches officers how to gain, regain, and maintain control of common combative situations. The training was POST Funded as well. Officer Uribe attended an Advanced Domestic Violence response and investigation day long class in Montrose. All officers attended Blue to Gold case law webinar on Reasonable Suspicion, deep dive. Blue to Gold is a service that highlights and interprets legal decisions and case law for line level officers. Sgt. Moir is a certified instructor for this content. Officer Menter presented Trauma Informed Response and Interviewing training to all our officers. This is a program Officer Mentor spent considerable time developing at his last agency and brings a wealth of knowledge to the topic. Officers also attended webinars on; The impact of intimate partner violence within diverse & marginalized communities and Responding to hoax bomb threats and swatting webinar.

These incidents and training activities highlight the diverse challenges our officers face on a day-to-day basis. The successful de-escalation of potentially dangerous situations demonstrates the effectiveness of our training programs. Additionally, the continuous pursuit of knowledge, as evident in the completion of various specialized training courses, underscores our commitment to maintaining a highly skilled and well-prepared team.

We remain dedicated to providing a safe and secure environment for our community, and these incidents and training activities serve as valuable learning experiences for ongoing improvement.

Economic Development and Sustainability

The Economic Development team has been holding business check-in meetings with our Mountain Village business community. These meetings have been a great opportunity to share information and have an open dialogue around current Town initiatives, and to understand challenges facing our businesses and where the Town may be able to provide support. Additionally, work has focused on summer activities and events, including Market on the Plaza,

which has seen a healthy number of vendor applications. Initial vendor selection is complete, and the Market is on track to again provide a great variety of arts, goods, and fresh produce every Wednesday during the summer season. Additionally, staff is working with Brandon Berkel and the gondola team on the installation of Brandon's piece "Only We Know What Could Have Been" which was approved by the Public Art Commission for installation in the Oak Street gondola station.

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

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

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

IT

Information Technology completed its NIST CFS baseline cyber security assessment conducted by Kivu. Several areas of improvement were identified. IT met with the tech committee regarding these cyber security enhancements. In addition, the budget committee was given this information and endorses additional funds requested for these systems in the 2024 budget. Currently IT is preparing a final approval agenda item for Council. IT is also involved in another cyber security audit with CLA (Clifton Larson Allen) accounting. This cyber security audit is ongoing and should be completed in the next month or so.

Finance

The Finance team is focused on the audit. The Finance team is also working on improving VCA policies and procedures and onboarding new employees.

Town Manager

Housing

Biennial compliance is almost complete. There were only four individuals who did not respond to our communications, and we will either garner voluntary compliance or send a penalties letter.

Meadowlark

Modules will be set late March or the first week of April. The lottery is scheduled for March 29th. We have approximately 45 interested buyers and approximately 15 pre-qualification applications in process to date.

VCA

Brittney Newell started as our VCA Property Manager.

East Building. We have started the selection process for the east VCA building utilizing our public wait list and transfer wait list

West Building. We will begin the communications program to fill the west building with selected Mountain Village businesses. The program and timeline is provided as part of this packet

Regional Wastewater Treatment Plant

Finn, Scott and Michelle met at the WWTP to discuss the short term fix design and engineering scope and timeline. The anticipated timeline is to keep the plant operational for 5-7 years while figuring out the next step of an upgraded plant.

Gondola

The Gondola subcommittee participated in site visits at Winter Park and Steamboat to gain a better understanding of modern gondola systems. The Managers Committee and the Subcommittee have concluded that the federal RAISE grant is not a good fit for the proposed new gondola. Rather, SMART will be pursuing a CIG grant, which could potentially fund up to 80% of the new gondola.

Transportation

Parking

Consistent with last month's comprehensive update, parking system revenues continue to be strong across all paid parking facilities, with utilization trending up slightly in February. Overall YTD parking system utilization is down 11% (HGP -31.4%, GPG -8.0%, NVC -23.3%). Permit applications and associated revenues have begun to taper off. While busy as expected on the weekends, the system has only gone into overflow once the entire season. Active management of GPG, coupled with the new policies and rate structures seem to be producing the desired results. Notably, a new zone has been established in the North Village Center lot to accommodate patients visiting medical providers situated on this side of the core.

Gondola

Business as usual at the gondola with February ridership down slightly 0.03% when compared to February of 2023. Year-to-date ridership is down 5.5% and season-to-date ridership is down 6.5%. With strong early March ridership, the gap is expected to close. Operational and mechanical uptime continues to be high despite challenges with recent high wind events. Staffing continues to be a challenge for both the operations and maintenance departments. Preparation for shoulder season maintenance is underway and recruiting / hiring efforts for summer season operators has been encouraging.

Parks and Rec

The Parks and Recreation team continues its winter maintenance routine, focusing on ice maintenance at Reflection, Village Pond, and Elk Lake. Adjustments to operational hours at the Reflection Ice Rink have been made, delaying opening times on sunny afternoons. While Elk Lake and Village Pond remain suitable for skating, the viability of these surfaces will diminish as we progress into March. Nordic grooming activities within the Town's license area and on the Valley Floor are ongoing. Recent snowfall ensures the continued viability of the Nordic trail system until the close of the ski area. Planning for the upcoming trail building season is underway, with scopes and contracts being developed for the summer projects. Additionally, efforts in content development for enhanced trails wayfinding are progressing.

2023 ANNUAL REPORT TELLURIDE HISTORICAL MUSEUM, INC.

MISSION STATEMENT

The mission of the Telluride Historical Museum is to preserve the rich, colorful, and diverse history of the region and to bring history to life through exhibits, programs, and education.

VISION

We envision a museum that is an indispensable cultural asset which reaches beyond its walls to engage people by bringing history to life.

2023 EXECUTIVE SUMMARY

2023 was a year of growth and accomplishment at the Telluride Historical Museum. The Museum continued to see steady growth in admissions, store sales, membership, and special event revenue. In most cases these numbers approached, or even eclipsed, the levels the Museum had enjoyed prior to the pandemic.

This relative financial stability and ongoing growth allowed THM to complete one of its most ambitious projects to date – the move of a significant portion of its artifact collection from a suboptimal storage facility 65 miles outside of Telluride to more adequate, climate-controlled units located just outside of town. While this endeavor required a significant investment of staff time and THM's capital reserves, the effort will allow the Museum to more capably care for and maintain its artifact collection and help ensure that these historical treasures will continue to benefit the community for generations to come.

While the collection move was the most significant goal THM achieved during the year, it was not the Museum's only important accomplishment. 2023 also saw the return of *An Evening with Ken Burns*, THM's annual special event with the acclaimed documentary filmmaker; a revitalized *Telluride Dinner Party* event; the creation and installation of the Museum's latest annual exhibition, *Festival Capital of the Rockies: 50 Years of Festivals in Telluride*; and a critical restructuring of the Museum's staffing structure.

Taken together, these completed goals and accomplishments, along with sustained growth in terms of membership, admissions, and fundraising capacity, should serve as a solid foundation from which the Museum will be able to operate well into the future.

EXHIBITS & COLLECTIONS

The Museum planned its latest annual exhibit to coincide with significant milestones achieved by a pair of Telluride's signature summer events. Unveiled in June of 2023, *Festival Capital of the Rockies: 50 Years of Festivals in Telluride* uses the 50th anniversaries of both the Telluride Bluegrass Festival and Telluride Film Festival as points of departure through which to explore the entirety of Telluride's rich festival heritage. Featuring an array of festival posters, banners, programs, and photographs, *Festival Capital of the Rockies* explores how and why Telluride became a festival haven over the past five decades, while also shining a light on some of the town's lesser-known festivals. The new show, which also served as the organizing motif behind a number of the Museum's program offerings throughout the year, will remain on view until April 2024.

In addition to the new annual exhibit, the Museum also continued to maintain its array of permanent galleries as well as five off-site exhibits installed throughout San Miguel County, including the San Miguel County Sheriff's Office, Mountain Village Town Hall, the Telluride Medical Center, and the Wilkinson Public Library's Telluride Room.

In addition to its exhibit-related achievements, the Museum also accomplished a significant collections care and maintenance goal. After years of exploration and planning, the Museum was finally able to move the significant part of its collection stored in suboptimal conditions in Montrose, Colorado, to a newly-constructed, climate-controlled facility just outside the town. While the move allowed THM to bring this portion of its artifact collection 60 miles closer to town, it also provided the Museum the opportunity to store these items in a more organized, efficient, and appropriate manner. With meticulous planning and the purchase of new shelving, the Museum was able to reduce its storage needs by over 200 square feet while allowing ample room for the potential future growth of the collection. While the process required significant resources, both in terms of staff time and capital reserve funds, the effort will unquestionably help the Museum provide a higher standard of care and maintenance to these artifacts for years to come.

VISITORS & PROGRAM PARTICIPATION

6,672 members, residents, and guests visited the Museum in 2023. While this number fell a bit short of THM's typical pre-pandemic visitation level, it did represent a 2% increase in visitors compared to 2022.

Similar to admissions, program participation also experienced a modest increase in 2023. In total, 2,772 individuals participated in 83 Museum programs and events during the year, a 6.5% increase over the prior year. This tally also includes 418 school-aged children who participated in 19 Museum and Museum-partner school programs during the year.

The minor increase in overall program participation occurred despite the Museum's decision to offer fewer programs than in 2022. This renewed focus on quality over quantity yielded some positive results: per-program attendance increased by over 37%, and a number of offerings including the *Evening with Ken Burns* film screening, *Telluride Dinner Party* event, and historical walking tour participation experienced near-record attendance.

Below is a summary of the full range of the Museum's 2023 programs:

Program/Series	Location	Partners/Collaborators	Attendees
School programs/field trips/school outreach events/ After School at the Library (19 programs)	THM, WPL, Lone Tree Cemetery, the Valley Floor	Telluride School District, Telluride Academy, Telluride Mountain School, Wilkinson Library, Cortez School District, Pinhead Institute	515 (including both students & adults)
Historical Walking Tours (37 programs)	Telluride	Ashley Boling, Telluride Jazz Festival	625
Private Group/Facilitated Museum Visits/History Training Programs (6 programs)	Telluride	Mountain School, Telluride Academy, TREC, Telluride Ski & Golf, Telluride Reserve, Local Guides and Outfitters	128
Hikes into History (4 programs)	Valley Floor, Sneffels Highline, Woods Lake, Corkscrew Gulch	Bob Mather, Connie Coulter, Dalen Stephens, Sheep Mountain Alliance, Rudy Davison	61
Lone Tree Cemetery Tours (7 programs)	Lone Tree Cemetery		138
Fireside Chats (3 programs)	Hotel Madeline	Fred Blackburn, Sheep Mountain Alliance, Steve Gumble,	84
Partnered Events (1 programs)	Telluride	Telluride Chamber Music, New York Philharmonic Brass Quintet	183
Annual Exhibit Opening	THM		104
4th of July Festivities	THM		216
Senior Mahoney Day	THM		68
Telluride Dinner Party	Town Park Stage	Town of Telluride Parks and Recreation Department	69
An Evening with Ken Burns	Palm Theater	Florentine Films, Ken Burns	313
Halloween on the Hill	N. Fir Street		213

Night of the Telluride Undead	Telluride		55
		TOTAL	2,772

MEMBERSHIP

The Museum had 179 members join or renew in 2023, which continued a recent downward trend. On a more positive note, while the raw number of Museum members decreased slightly from the previous year, membership revenue increased noticeably. THM received \$50,400 in membership dues in 2023, an 8% increase over 2022. This number was not only the strongest showing since the COVID-19 pandemic, it also began to approach the revenue figures the Museum had achieved prior to the pandemic.

LEADERSHIP AND STAFF

Executive Director Kiernan Lannon continued to lead the Museum in 2023. A twelve-member board of directors, which included both resident and government representatives, provided guidance and oversight to the organization.

After a year of relative staff stability, the Museum once again underwent significant personnel changes in 2023. Kathy Rohrer, the Museum's long-tenured Collections Manager retired in the spring, while both Theresa Koenigsknecht and Mary Higgins returned to the Museum after brief periods away. The Museum also welcomed two new Visitor Services Coordinators and three Visitor Services Interns.

While the Museum was sad to see Kathy leave after nearly two decades of exemplary service to THM, her departure created an opportunity for the Museum to undertake a critically important restructuring of its staff positions. The once all-encompassing Director of Programs and Exhibits role was split into two distinct positions – one focusing on exhibits and one focusing on programs and education. The exhibits role grew to include aspects of collections care, while the programs and education role took on outreach and development responsibilities. The resulting office staff structure featuring an Executive Director, Curator of Collections and Exhibits, Director of Education and Outreach, and Museum Assistant, not only helped to maximize the relative strengths of the museum staff, it helped align the Museum's staffing with the museum field's traditional personnel model.

Below is a listing of the Museum's board of directors and reconfigured staff:

BOARD

Executive Committee:

Danny Craft, *President*
Todd Brown, *Treasurer*

Paula Malone, *Vice-President*
Kate Contillo, *Secretary*

Directors:

Lynne Beck
Fred Blackburn
Werner Catsman

JT Coe
Rudy Davison
Vicki Eidsmo

Government Representatives:

Marti Prohaska, *Town of Mountain Village Liaison*
Adrienne Christy, *Town of Telluride Liaison*

Emeriti:

Deborah Freedman
Richard Betts
Carol Kammer
Jack Harrison

Dan Garner
John S. Pillsbury III
Sheila Wald

STAFF

Kiernan Lannon, *Executive Director*
Molly Daniel, *Curator of Collections & Exhibits*
Theresa Koenigsknecht, *Director of Education and Outreach*
Mary Higgins, *Museum Assistant*
Jackie Ritter, *Visitor Services Coordinator*
Meg Taylor, *Visitor Services Coordinator*
Laurie Jalenak, *Visitor Services Coordinator*
Susanne Catsman, *Visitor Services Coordinator*
Smith Cochran, *Visitor Services Coordinator*
Ava Shimkonis, *Visitor Services Intern*
Alyssa Lawson, *Visitor Services Intern*
Annabelle Hay, *Visitor Services Intern*

**Telluride Historical Museum
2023 Statement of Operations**

Revenue

Admissions	\$	48,754
Gifts and Donations	\$	37,720
Memberships	\$	50,400
Programming	\$	11,961
Special Events	\$	37,871
Town of Mountain Village- Mill Levy	\$	104,430
Town of Telluride - Mill Levy	\$	113,260
Investment Income	\$	4,522
Store & Web Income	\$	27,804
Total Revenue	\$	436,722
Cost of Goods Sold	\$	14,800
Gross Profit		\$ 421,922

Expenses

General & Administrative	\$	69,239
Building	\$	25,185
Payroll	\$	264,362
Utilities	\$	13,662
Programming	\$	6,947
Special Events	\$	18,330
Promo & Sales	\$	15,704
Collection & Exhibits	\$	56,106
Total Expenses	\$	469,535
Operating Income (Loss)		\$ (47,613)



455 Mountain Village Blvd. Mountain Village, CO 81435
(970) 369-8606

Agenda Item 9

TO: Town Council
FROM: Paul Wisor, Town Manager
DATE: March 21, 2024
RE: Consideration of Sustainable Destination Marketing and Tourism Management Services Agreement Between the Town of Mountain Village and Telluride Tourism Board

EXECUTIVE SUMMARY:

The Town collects a 4% lodging tax, of which 50% is designated for use on marketing and tourism management. As part of these efforts, the Town has historically contracted with the Telluride Tourism Board (TTB) for tourism management services on behalf of the Town of Mountain Village. As such, the 2024 Sustainable Destination marketing and Tourism Management Services Agreement is before you for consideration.

ATTACHMENT:

- Sustainable Destination Marketing and Tourism Management Services Agreement Between the Town of Mountain Village and Telluride Tourism Board

OVERVIEW:

The Telluride Tourism Board (TTB) has historically provided destination marketing and tourism management services for the Town of Mountain Village. Beginning in 2022, at the request of the Town, the TTB engaged Karsh Hagan, a marketing agency based in Denver, CO, to develop and execute a comprehensive national and regional marketing campaign to market Mountain Village as part of the TTB's service agreement.

Of note, beginning in 2024 the Town of Telluride has re-engaged the Telluride Tourism Board to provide destination marketing services and is working in collaboration with the Town of Mountain Village, TTB, and Karsh Hagan as an equal funding partner in 2024 marketing efforts.

In addition to destination marketing, this service agreement outlines the following services and objectives: Operate of the visitors center and provide guest services staffing; operate telluride.com, the official website of the destination; operate central reservations booking services; produce and distribution professional lodging metrics; deliver consumer analytics via an economic dashboard; produce and distribute communications collateral; develop a summer and winter visitor guide; provide public relations management; and develop and implement international promotions.

The full contract including these objectives, associated compensation per objective, key performance indicators, and performance measures & goals is attached.

PROPOSED MOTION:

I move to approve the Sustainable Destination Marketing and Tourism Management Services Agreement Between the Town of Mountain Village and Telluride Tourism Board as presented.

**SUSTAINABLE DESTINATION MARKETING AND TOURISM MANAGEMENT SERVICES
AGREEMENT
BETWEEN TOWN OF MOUNTAIN VILLAGE AND TELLURIDE TOURISM BOARD**

THIS SUSTAINABLE DESTINATION MARKETING AND TOURISM MANAGEMENT SERVICES AGREEMENT (“**Agreement**”) is made and entered into this ___ day of_____, 2024, by and between the TOWN OF MOUNTAIN VILLAGE, COLORADO, a Colorado home rule municipality (“**Town**”) and Marketing Telluride, Inc. d/b/a TELLURIDE TOURISM BOARD (“**TTB**”) a Colorado 501(c)(6) nonprofit corporation. Town and TTB are at times individually referred to herein as a “**Party**” and collectively referred to herein as the “**Parties**”.

RECITALS

- A. TTB was formed in 2005 to assume the responsibility of marketing the Telluride region as a year-round visitor destination.
- B. Town desires to engage TTB for general marketing and tourism management services (“**Services**”).
- C. The Parties desire to set forth certain terms and conditions between Town and TTB with respect to TTB’s Services.

NOW THEREFORE, in consideration of the mutual covenants, conditions, and agreements contained herein, the Parties agree as follows:

- 1. Term of Agreement; Exclusivity. This Agreement shall be effective, *nunc pro tunc*, as of January 1, 2024 (“**Effective Date**”) for a period of three (3) years and thereafter, subject to annual appropriation, shall renew every year for terms of one calendar year unless otherwise agreed by the Parties or unless Town or TTB delivers written notice to the other Party of their election not to renew not less than 90 days prior to the expiration of the then current term or in the event this Agreement is otherwise terminated pursuant to this Agreement. During the term of this Agreement and any renewal terms, TTB shall be the Town’s exclusive marketing/destination management organization.
- 2. Scope of Services to be provided by TTB. TTB shall perform the Services necessary to carry out the objectives set forth on **Exhibit “A”** attached hereto and incorporated herein by this reference, as may be amended by agreement of both Parties from time to time.
- 3. Compensation. For the satisfactory performance of the Services, Town shall pay Contractor the annual compensation in the amount set forth on **Exhibit “B,”** subject to revenue appropriations, and as such compensation may be amended by mutual agreement of the Parties, each year during the term of this Agreement. Payments for work not included in the Services shall be billed at TTB’s standard hourly rates unless otherwise agreed. TTB shall submit a detailed invoice monthly to the Town describing the professional services rendered pursuant to this Section 3. The Town shall pay the invoice within forty-five (45) days of receipt unless the work or the documentation therefore is unsatisfactory, in which case the Town shall provide written notice to TTB identifying with sufficient detail the non-compliant work and/or documentation and may only withhold payment for such portions of the Services that are not performed in accordance with this

Agreement, as may be amended, and only for so long as the Services remain non-compliant or the documentation is not provided. Except for those payments properly withheld as set forth herein, payments due and unpaid under this Agreement shall bear interest from the date payment is due at the rate of 1.5% per month (18% per annum).

4. TTB Board Composition. The TTB Board of Directors shall include at least one member appointed from the Town of Mountain Village Town Council or Town Council may elect to have their TTB Board seat(s) filled by a direct appointment that does not include an elected Town Councilmember. The number of the Town's appointees on the TTB Board of Directors shall increase at the same rate and by the same number as for Mountain Village's TTB Board appointees.
5. TTB Budgets. No later than September 1st of each year, TTB shall submit a budget to the Town of Telluride for the following year's Services. Such budget shall be approved by the Town no later than November 1st of each year. In the event the Town of Telluride does not approve a budget, the Town may choose to not appropriate funds for the following year in which case this Agreement shall be terminated. In the event that the Town approves a decreased budget or partial appropriation, TTB shall have the right to terminate this Agreement.
6. Marketing Plan. TTB shall, on an annual basis, not later than the 31st day of October in each year, prepare and submit to Town, a two (2) year marketing plan that shall include, at a minimum: objectives, tactics and goals.
7. Performance Indicators. TTB shall track and report the performance indicators set forth on **Exhibit "C"** which is attached hereto and incorporated herein (the "**performance indicators**" also referred to in the tourism industry as "**KPIs**"). Performance indicators reflect the relative success of the destination and are thus an important consideration, however TTB will not be held accountable for achieving targets for performance indicators.
8. Performance Measures. TTB shall track and report progress toward achievement of the performance measures set forth on **Exhibit "D"** which is attached hereto and incorporate herein. (the "**Performance Measures**"). TTB will hold itself accountable for achieving performance measures and report on measures regularly. The parties acknowledge and agree that the tax revenue and occupancy performance measures can be greatly affected by the economic climate and other factors beyond TTB's reasonable control.
9. Additional Performance Measures. This Agreement may contain such additional performance measures as Town may reasonably require and request in writing from TTB (the "**Additional Performance Measures**").
10. Reporting. During the term of the Agreement, TTB shall report to Town on a quarterly basis, as available, progress related to the Performance Measures. No later than April 1st of each year, TTB shall report to Town the outcome of the Performance Measures for the preceding year (the "**Annual Report**"). Not later than June 1 of each year, Town shall review the Annual Report to determine compliance.
11. Audits. TTB shall conduct annual audits of both the Annual Report and the Performance Measures outcomes to ensure credible reporting. The audits shall be conducted by outside independent

persons or firms qualified to conduct such audits having appropriate skills and experience including being experienced in conducting audits of non-profit entities. The results of the audits shall be made available to Town.

12. Meeting and Communication Policy. It shall be the policy of TTB to regularly communicate with Town, constituents and the public. In that regard, TTB will meet with Town staff and Mayor on an as needed basis. The Parties shall reasonably cooperate to ensure timely and accurate delivery of Services. Specifically, Town agrees to provide complete and accurate information to TTB when and as requested. TTB shall not be responsible or liable for delays resulting from Town's failure to provide timely or accurate information. Payment of TTB's fees set forth in this Agreement shall not be reduced, delayed or modified as a result of Town's failure to provide timely or accurate information.

All meetings of the TTB Board of Directors (the "**TTB Board**") shall be open to the public. Except in the event of an emergency meeting, TTB Board meeting notices/agendas shall be posted online at www.telluride.com at least 48 hours in advance of the meeting. The TTB Board shall only meet in executive session for the purposes enumerated in the TTB's executive session policy.

TTB shall, upon written request from the Town's manager, and within five (5) business days, provide the Town with financial reports, meeting minutes, and TTB Board resolutions which are kept by the TTB in the ordinary course of business. TTB shall have the right to redact from such disclosed records which relates to trade secrets, personnel or personnel matters, third party agreements or negotiations, information protected by attorney-client privilege and records of an executive session.

13. TTB to Remain Apolitical. Due to the current nature of the majority of the funding for TTB being derived from governmental public funds, TTB agrees that it will remain apolitical on Town ballot questions and candidates running for election to the Town Council, including a limitation that the TTB not expend funds on Town ballot issues except to provide responses to questions about Town ballot questions and to provide a factual summary, if and as determined by the TTB Board, on Town ballot questions, provided the summary includes arguments both for and against the election issue. Nothing herein shall prohibit any employee, board member or officer of TTB from receiving comments, or stating their own personal position, or other personal activities, regarding or relating to Town ballot questions and/or candidates.
14. Termination. Notwithstanding anything contained herein, this Agreement may be terminated by either Party in the event the other fails to perform or otherwise breaches any of its obligations hereunder, if, following the giving of notice by the terminating Party of its intent to terminate and stating the grounds therefor, the Party receiving such notice does not cure the failure or breach within ten (10) days. In the event that more than ten (10) days are required to cure a non-monetary breach, the cure must be commenced within ten (10) days of notice and be diligently prosecuted to completion within a reasonable period of time. Either Party may terminate this Agreement without cause following the giving of notice by the terminating Party of its intent to terminate ninety (90) days prior to the effective date of such termination. TTB's fee shall be due and payable to and including the effective date of termination. In the event that termination occurs during an annual term of this Agreement, TTB shall refund that portion of the pre-paid annual fee to the Town, less non-cancelable, or non-refundable payments and deposits, paid by

TTB, or due and payable by TTB, to third parties for purposes of performing the Services after the effective date of termination.

15. Indemnification. TTB shall agree to indemnify and hold harmless, Town and its officials, officers, agents, and employees, from and against all liabilities, claims, demands, actions, and debts (including reasonable attorney's fees) arising out of, claimed on account of, or in any manner predicated upon any injury, loss or damage to the property of, injuries to, or death of any person whatsoever, which may occur or be sustained in connection with the performance of the Agreement, or by any condition created thereby or based upon any alleged violation of any statute, ordinance, or regulation, except to the extent caused by the gross negligence or willful misconduct of the Town and/or its officials, officers, agents, or employees.
16. Data Limitations. Town acknowledges and agrees that marketing analytics and reports will be subject to confidentiality and other use limitations of third-party licensors and that TTB must comply with such restrictions in fulfilling its Services hereunder.
17. Consumer and Third-Party Content. Certain digital projects allow third parties to upload, download and otherwise interact with the digital materials that TTB produces. TTB is not responsible for any consumer generated content (blogs, digital materials, comments, etc.) or for any use by third parties of materials that are contained in any digital materials. In addition, many websites and other digital materials link to one another, and TTB is not responsible for materials and websites to which any TTB produced digital materials link with Client's authorization (including any references to those third-party materials and websites (e.g., descriptions, titles, trademarks, etc.) included in TTB produced digital materials to delineate or describe the existence of the link) nor for third party materials or websites that link to any Agency produced digital materials. Agency makes no warranties, shall have no liability, and shall have no obligation to indemnify Client, in connection with these links, content or materials.
18. LIMITATION ON DAMAGES. THE PARTIES AGREE THAT REMEDIES FOR ANY CLAIMS ASSERTED AGAINST EITHER PARTY, WHETHER BASED IN CONTRACT, WARRANTY OR ANY OTHER LEGAL OR EQUITABLE GROUNDS, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED FEES IN EFFECT FOR THE THEN CURRENT YEAR OF SERVICES UNDER THIS AGREEMENT.
19. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Town, its officials, employees, contractors, or agents, or any other person acting on behalf of the Town and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
20. Independent Contractor. TTB shall perform the services hereunder as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the Town other than as a contracting party and independent contractor. The Town shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for TTB or TTB's employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health;

professional liability insurance, errors and omissions insurance; or retirement account contributions.

21. Attorney's Fees. The Parties shall have all rights available at law or in equity to enforce the terms of the Agreement. In the event that any action is filed or maintained by either Party in relation to this Agreement, the primarily prevailing Party in any such action shall be entitled to recover its costs and reasonable attorneys' fees incurred or the reasonable value of salaried attorney's time.
22. Binding Effect. The Agreement shall constitute the entire understanding and agreement between the parties thereto and shall be binding upon the respective Parties.
23. TABOR Compliance. The Parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Town's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Town payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Town, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.
24. Governing Law, Venue, and Enforcement: This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for San Miguel County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The parties agree that the rule that ambiguities in a contract are to be construed against the drafting Party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.
25. Time of Essence. Time shall be of the essence with respect to the covenants and conditions to be contained in the Agreement.
26. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties, and supersede all prior or contemporaneous negotiations, agreements and representations, whether oral or written, related to this subject matter, which specifically includes superseding, repealing and replacing, as between TTB and the Town, the prior 2005 Intergovernmental Agreement between San Miguel County, the Town of Telluride, the Town of Mountain Village and Marketing Telluride Inc. (now known as TTB) and the 2005 Service Agreement between the same parties referenced above. This Agreement may only be amended or modified in writing with the signatures of the Parties.
27. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

document. Electronically signed, scanned/mailed, facsimile copies of any Party's signature hereon shall be deemed an original for all purposes of this Agreement.

Accepted and agreed to by the Parties as of the Effective Date.

TOWN OF MOUNTAIN VILLAGE:

By: _____
Marti Prohaska, Mayor

APPROVED AS TO FORM:

Paul Wisor, Town Manager

Marketing Telluride, Inc. d/b/a Telluride Tourism Board

By: _____
Kiera Skinner, Executive Director

Exhibit “A”

Services and Objectives

Objective 1: Visitors Center/Guest Services: The Visitors Center welcomes an average of 12,000 people per year. Its central location in the Town of Telluride generates strong foot-traffic and a captive audience. Often the final touchpoint in the visitor funnel, the Visitors Center plays an essential role in destination management efforts, and offers an opportunity to reiterate community values to the guest. The TTB’s local team is knowledgeable about the area, and are essential in directing guest activities, behaviors and traffic flows. Guest education will continue to be an important function of the guest service program, and more of an emphasis will be placed on business and event promotion and support.

In collaboration with the Colorado Flights Alliance, the TTB provides guest service staffing at the Montrose Regional Airport. The guest services team ensures a positive first impression for the destination, and is available to answer questions about the region. The guest services team will continue to educate guests about Mountain Village businesses and events, with ongoing training to emphasize its importance.

Objective 2: Telluride.com: The official website for the destination, Telluride.com garners over 1 million views annually with its strong organic url and freshly designed content. The site is a primary resource for visitors and locals, and is updated and monitored daily. Telluride.com will be the call to action for all marketing programs, with custom landing pages created to highlight Town of Mountain Village lodging, shopping, restaurants, events and activities.

Objective 3: Central Reservations: The TTB’s Central Reservations platform is an essential component to Telluride.com and the destination, and is the call to action for all marketing. Whether guests are booking through Central Reservations online, or using it as a search engine to later book direct, they expect to find and have the ability to book lodging through a DMO’s website. The TTB’s local guest services team tailors lodging and activities based on the caller’s preferences and budgets. Central Reservations also provides another touchpoint for the guest services team to highlight local businesses and events with potential visitors, and provide follow-up information via email.

Objective 4: Professional Lodging Metrics: The TTB will continue to produce and distribute important lodging metrics that assist with forecasting and destination management, including occupancy, average daily rate, revenue per available room, average length of stay and more. In 2023, the TTB worked to provide lodging metrics to third party agency EPS/RRC for the Town of Telluride’s Short Term Rental (STR) Study. EPS/RRC commented on the accuracy of the TTB’s lodging metrics platform and confirmed that it was the best source for their reporting. The TTB will continue to work with both towns on any upcoming projects that involve lodging metrics.

Objective 5: Consumer Analytics & Economic Dashboard: The TTB is currently using an in-bound consumer analytics platform to track visitation and guest behaviors. In addition, the TTB worked collaboratively with the municipalities to develop an economic dashboard through

Tourism Economics' Symphony platform. The economic dashboard will provide real-time economic metrics that can be used internally and for public consumption.

Objective 6: Communications/Collateral Development: Communication with visitors plays an essential role in destination management and business development. The TTB will continue to support businesses and events through collateral distribution at the Visitors Center, kiosk signage, Peak Sheet, banners and additional assets as needed. Print advertising and paid social campaigns will promote destination stewardship and provide business support. Summer and winter maps, and other stewardship materials will be produced to provide guest education tools.

Objective 7: Visitor Guide Development: The TTB will continue to develop and produce a destination Visitor Guide for the purpose of enhancing and promoting the visitor experience in the Telluride region. The guide will promote Mountain Village businesses and events through listings and editorial. The TTB/Visitor Guide team will continue to involve Town of Mountain Village staff in the process to ensure effective coverage and accuracy.

Objective 8: Public Relations Management: The TTB plays an important role in vetting direct media inquiries to ensure proper representation of Mountain Village and the destination. The team will continue to work with journalists and publications as the destination information resource, including message management, visit coordination, media monitoring and reporting.

Objective 9: International Promotions: The TTB will continue to focus on international efforts, and build on the momentum created during 2023. International tourists are Colorado's highest-value visitors, spending an average of 3x the domestic tourist. With a longer length of stay, higher spend and general preference for public transportation, the international visitor delivers lower impact on the destination while garnering more revenue.

In 2023, the TTB partnered with the Colorado Tourism Office (CTO) on media and travel trade missions in multiple cities in Mexico (spring and fall) and Australia in the fall to promote the winter season. In addition, the TTB participated in IPW, the world's largest international trade show, in the spring.

The TTB will continue to target key international markets (Mexico, Australia, South America (winter), and UK and Germany (summer), and represent Telluride & Mountain Village through in-market missions with travel trade and media, as well as hosting. In addition to partnering with the CTO, the TTB would like to work with the local lodgers on exclusive Telluride/Mountain Village missions as well.

The TTB will work with the CTO on co-op programs, and continue Search Engine Optimization (SEM) efforts in key international markets to keep Telluride top of mind.

Objective 10: Destination Marketing: The TTB will work with the Town of Mountain Village and the Town of Telluride on a collaborative destination marketing program with the goal of creating a positive economic impact on the Town of Mountain Village and regional community.

In collaboration with town teams, the TTB will work with existing agency, Karsh Hagan, to conceptualize, develop and execute a successful program. Karsh Hagan has produced strong results for Mountain Village over the past two years, and understands the challenges and opportunities that the region faces. With the direction of the TTB, Karsh has the ability to hit the ground running to seamlessly implement a destination campaign, while continuing to highlight the Town of Mountain Village as its own unique community through regional marketing.

A planning session with Karsh Hagan will take place in early Q1 to determine destination brand identity, conceptualize creative and discuss a media plan for summer. In February, creative concepts will be finalized followed by final review and approvals on the media plan. The summer campaign is slated to launch in April to encourage early bookings.

In June, winter marketing planning will begin, with an in-person meeting including TTB, Town of Telluride, Town of Mountain Village and Karsh Hagan. The winter campaign will kick-off in early October.

Campaigns will be tracked and monitored closely, and optimized as needed to ensure effectiveness. Karsh will generate monthly campaign reports that include KPIs such as impressions, click through rate (CTR), video completion rate (VCR) to measure engagement. The TTB will track destination KPIs including lodging metrics, tax revenues, visitation data, etc. to measure impact.

*Payments for additional work/expenses
billed at TTB's standard hourly rates (unless otherwise agreed)*

Exhibit "B"
Compensation

Visitors Center/Guest Services

Labor (Visitors Center and Montrose)	\$62,000
Rent, Space Cost	\$25,000
IT/Phones/Supplies	\$16,000
Total	\$103,000

Telluride.com

Website Management & Maintenance (web agency & internal)	\$70,500
Webcams	\$17,000
Customer Relationship Management Platform	\$15,000
Assets- Photos, creative & photo library platform	\$22,500
Total	\$125,000

Central Reservations

Operations (personnel)	\$96,000
Central Reservations Booking App	\$13,000
Fees (CC & Cen Res Platform)	\$26,000
Rent, Space Fees, Taxes	\$16,000
Telephone	\$9,000
Total	\$160,000
Less Projected 2024 Cen Res Revenue (60% of Total \$100,000)	(\$60,000)
Total	\$100,000

Metrics & Analytics

Professional Lodging Metrics	\$24,000
Consumer Analytics/Economic Dashboard	\$33,000
Management	\$15,000
Total	\$72,000

Communications/Collateral Development

Printing (maps, banners, posters, calendars, wraps)	\$25,000
Assets - photography, customer relationship management platform	\$20,000
Advertising: print, paid social, PPC	\$30,000

Creative Development	\$20,000
Labor	\$48,000
Total	\$143,000
 Visitor Guide Development	
Development, Production & Distribution	\$40,000
Total	\$40,000
 Public Relations Management	
Media Monitoring & Reporting Platform	\$8,000
Compensation for PR management services	\$45,000
Total	\$53,000
 International Promotions	
Travel Expenses for missions & hosting	\$30,000
International events and shows	\$20,000
Marketing co-ops with CTO, travel trade and other partners	\$40,000
Search Engine Marketing (SEM)	\$24,000
Total	\$114,000
 Destination Marketing	
Media Buy	\$520,000
Creative Development/Services	\$130,000
Media Planning/Execution	\$100,000
Total	\$750,000
 Total Budget	 \$1,500,000

Exhibit “C”

PERFORMANCE INDICATORS

Performance Indicator	Tracking Mechanisms
1. Occupancy	KeyData/Lodging Analytics
2. Average Daily Rate (ADR)	KeyData/Lodging Analytics
3. Tax Revenues	MuniRevs
4. Web Analytics	Google Analytics
5. Paid Media Impressions	Advertising Analytics Platform
6. Click Through Rates (CTRs)	Advertising Analytics Platform
7. Media Equivalencies	Critical Mention Platform
8. Air Load Factors	Colorado Flights Alliance
9. Visitor Center Traffic	TrafSys/Traffic Monitoring System
10. Central Reservations Booking Pace & Revenues	Central Reservations Platform
11. Visitor Data	Marketing Research Platform
12. Economic Data	Economic Dashboard

Exhibit D
PERFORMANCE MEASURES / GOALS

Performance Measures	Tracking Mechanisms	Target
Web Analytics	Google Analytics	At or over industry benchmarks
Pages/Session		1.5
Average Session Duration		> 1 minute
Bounce Rate		<60%
Marketing CTR	Advertising Reports	At or over .1% (industry benchmark)
Occupancy	Lodging Analytics	Increase by 2% YOY (all stays including domestic & international)
Tax Revenues	MuniRevs	Grow sales tax revenues by 5% annually, specifically in-town retail, restaurant, and lodging tax revenues

Agenda Item 10

First Reading, Setting of a Public Hearing and Council
Vote on an Ordinance Calling for a Special Election on
July 9, 2024 and Setting Ballot Questions Regarding
Proposed Amendments to the Mountain Village
Home Rule Charter

*The proposed Ordinance is attached, however the memo will be
forthcoming.*

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO CALLING A SPECIAL ELECTION FOR JULY 9, 2024, AND SUBMITTING BALLOT QUESTIONS TO QUALIFIED ELECTORS AT THE SPECIAL ELECTION TO AMEND THE TOWN OF MOUNTAIN VILLAGE HOME RULE CHARTER

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 section 2.2(b) of the Charter, the Town Council may call a special election at least 60 days in advance of the election by ordinance, which sets forth the special purpose of such election; and

WHEREAS, pursuant to section 11.8 of the Charter, the Charter may be amended at any time in the manner provided in C.R.S. § 31-2-210, as amended; and

WHEREAS, Section 2.1 of the Charter provides that elections shall be governed by the Colorado Municipal Election Code of 1965 (the “Municipal Election Code”); and

WHEREAS, the Town Council finds and determines that the Town was designed as a resort community and, as such, it was known that there would be a significant proportion of the homes therein owned as “second homes,” which is why the Charter provides that, in addition to residents of the Town, owners of property including second homes may vote in municipal elections; for various reasons since the Town’s founding it has become common to own a home through a limited liability company (“LLC”) or similar entities; that said form of home ownership is very popular in the Town today, but this form of ownership precludes voting in municipal elections in the Town; and that it is the best interests of the Town, its residents, and owners of real property therein to establish voting rights to homeowners with indirect ownership; and

WHEREAS, the Town Council find and determines that because the Town is a resort community and there are a significant number of second homes, many eligible electors are not present for regular municipal elections occurring on the last Tuesday of June in odd-numbered years; and that to ensure as many eligible voters as possible are able to participate in municipal elections, it is in the best interests of the Town and all eligible electors to change the date of regular municipal elections to the last Tuesday in July in odd-numbered years; and

WHEREAS, the Charter is silent as to the effective date of an ordinance; under Colorado statutes applicable to statutory towns with only one reading of an ordinance the effective date depends on the date of publication; the Charter requires two readings of an ordinance, but the Charter’s requirements for publication differ based on whether or not changes are approved on second reading; as a result, there is potential for confusion concerning the effective dates of ordinances; and the Council finds that it is in the best interests of the Town and the public to clarify when ordinances become effective; and

WHEREAS, the Colorado Constitution and the Charter provide citizens with a right of referendum, and because the effective date of an ordinance may be suspended until the outcome of a referendum election, the Charter should be clear that the deadline for a referendum should fall before the effective date of any such ordinance; and

WHEREAS, the Town Council finds and determines that the internet has become a common and convenient source of information for the public and that Section 5.9 of the Charter, which requires publishing ordinances and notices in a newspaper, requires unnecessary costs and delay and should be replaced to authorize publication via the Town's official website; and

WHEREAS, Article XII of the Charter provides for the establishment of the Design Review Board, and Section 12.1(b)(2) addresses the terms of Design Review Board Members; and

WHEREAS, the Town Council has previously determined in the enactment of Ordinance 2022-03 that the Town would benefit from the experience and institutional knowledge of members of the Design Review Board and that terms of Board Members should be four years, and the Council therefore finds that it would be in the best interests of the Town to amend Section 12.1(b)(2) to provide Council with the power and flexibility to establish and amend the length of terms by Ordinance; and

WHEREAS, the Town Council finds and determines that it is in the best interests of the Town and the public to call a special election to submit ballot questions to eligible electors to amend the Charter to address these issues as set forth herein.

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

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

Section 2. Election Call. The Town Council hereby calls a special election of qualified electors to be conducted on Tuesday, July 9, 2024, pursuant to the authority and requirements of the Charter and C.R.S. § 31-2-210.

Section 3. Proposed Amendments. At the July 30, 2024, special election, questions shall be submitted to the qualified electors of the Town that will allow said electors to determine whether to: (1) amend Section 2.3 of the Charter to establish voting rights in municipal elections to homeowners with indirect ownership, i.e., ownership via a corporate entity or trust; (2) amend Section 2.2 of the Charter to change the date of the regular municipal election from the last Tuesday in June to the last Tuesday in July of odd-numbered years; and (3) amend Section 5.2 of the Charter to establish that ordinances become effective 14 days after publication following second reading and amend Section 5.4 of the Charter to clarify when the referendum deadline would be based on that effective date. These proposed amendments to the Charter are as follows (with material to be amended shown in redline):

Section 2.3. VOTER QUALIFICATIONS

c) Qualifications of Non-resident Property Owners. Natural persons owning real property located within the boundaries of the Town who are not legal residents of the Town may become registered electors

of the Town and as such shall be qualified to vote for a municipal candidate, and on any municipal issue at any Town election, so long as they:

- 1) register with the Town Clerk, or the San Miguel County Clerk if they are residents of San Miguel County, at least twenty-nine (29) days prior to any Town election;
- 2) have been owners of record of real property within the Town for at least thirty (30) consecutive days immediately prior to the date of the election;
- 3) have during that time owned a minimum of fifty percent (50%) of the fee title interest in the subject real property; and
- 4) will be at least eighteen (18) years of age at the time of the election.

Owners of real property located within the boundaries of the Town that are not natural persons, including but not limited to corporations, limited partnerships, limited liability companies, and trusts, may designate at least one but no more than two natural persons, regardless of how many separate parcels may be owned by such owner, to act on behalf of such owner as registered electors of the Town and be qualified to vote for a municipal candidate and on any municipal issue at any Town election, so long as:

- 1) The designated natural person(s) must register with the Town Clerk at least twenty-nine (29) days prior to the date of the election; and
- 2) The owner must be an owner of record of at least a 50% interest in the real property within the Town for at least thirty (30) consecutive days immediately prior to the date of the election, provided that if two entities meet this requirement for a single parcel then each may only designate one natural person to vote; and
- 3) Each natural person designated by such owner must have owned at least a 50% interest in the entity that is the owner for at least thirty (30) consecutive dates immediately prior to the date of the election, or if the owner is a trust then the trustee or trustees may designate only one natural person for each qualifying trust; and
- 4) Each natural person so designated must be at least eighteen (18) years of age at the time of the election.

Any real property will qualify for the purposes described above regardless of whether it is intended for residential or commercial use. The fee ownership in such property shall include, without limitation, ownership interest in any platted parcel of land, or townhome, or condominium unit, as well as ground leasehold real estate interests. Such property interest shall not, however, include Ownership of parking spaces, religious or other charitable facilities, hotel units, roads, or common areas intended for non-profit use. In the case of condominium, townhome, and similar common interest ownership regimes, the commonly owned areas shall not be deemed property interests separate from the ownership interests to which they may be appurtenant, and no person owning, or belonging to, any association, partnership or other entity formed for the purposes of managing or owning such common areas shall, because of that fact

alone, become a registered elector. To be an “owner of record” there must be a deed or other instrument recorded with the San Miguel Clerk and Recorder reflecting such ownership.

f) Only One Vote Per Person. No person shall be entitled to cast more than one vote in any election, regardless of whether or not he or she may be a qualified legal resident and/or own one or more parcels of qualified real property and/or be designated by a property owner that is not a natural person.

Section 2.2. DATES AND TIMES FOR ELECTION.

a) Regular Municipal Elections of the Town shall be held on the last Tuesday in July of odd-numbered years.

Section 5.2. PROCEDURE FOR ORDINANCES.

f) Any ordinance may be amended at any time before it is finally approved by the Town Council. The Ordinance shall be published in full within seven (7) days after its final passage, unless otherwise provided in this Charter.

h) Except for emergency ordinances enacted pursuant to Section 5.8 below, ordinances shall become effective fourteen (14) days after publication following second reading.

Section 5.4. PROCEDURE FOR REPEALING ORDINANCES BY REFERENDUM.

Repeal of an ordinance by referendum shall be initiated according to the procedures set forth in Sections 5.3(a) and (b), except that the referendum petition must be filed with the Town Clerk prior to the date that the subject ordinance becomes effective pursuant to Section 5.2(h). Any other matter recognized by state law as appropriate for referendum shall be initiated according to procedures set forth in Section 5.3(a) and (b).

Section 5.9. PUBLICATION OF ORDINANCES AND OTHER PUBLIC NOTICES.

Ordinances and other public notices as required in this Charter may be published on the official website of the Town or posted in at least three (3) public places within the Town and at the office of the Town Clerk.

Section 12.1 DESIGN REVIEW BOARD.

b) DRB Membership.

- 1) The DRB shall consist of seven (7) members, all appointed by the Town Council.
- 2) The terms for members of the DRB shall be as established by Ordinance of the Town Council.

Section 4. Official Ballot Questions. At the July 9, 2024, special election, there shall be submitted to the qualified electors the following ballot questions:

Ballot Question No. 1

Voter Qualification of Non-Natural Persons

Shall Section 2.3 of the Town of Mountain Village Home Rule Charter be amended to allow owners of real property within the Town that are not natural persons, including corporate entities and trusts, to designate a natural person to act on behalf of such owner as a registered elector and be qualified to vote in municipal elections so long as:

the designated natural person registers with the Town Clerk at least 29 days prior to the date of the election;

the owner is an owner of record of at least a 50% interest in the real property for at least 30 consecutive days immediately prior to the date of the election, provided that if two entities meet this requirement for a single parcel then each may only designate one natural person to vote;

each designated natural person has owned at least a 50% interest in the entity that is the owner for at least 30 consecutive days immediately prior to the date of the election, or if the owner is a trust, then the trustee(s) may designate only one natural person for each qualifying trust; and

each designated natural person is at least 18 years of age at the time of the election?

YES/FOR _____

NO/AGAINST _____

Ballot Question No. 2

Change Regular Municipal Election to July

Shall Section 2.2 of the Town of Mountain Village Home Rule Charter be amended to change the date of regular municipal elections from the last Tuesday in June to the last Tuesday in July of odd-numbered years?

YES/FOR _____ NO/AGAINST _____

Ballot Question No. 3

Clarification of Ordinance Effective Date and Referendum Deadline

Shall Sections 5.2 and 5.4 of the Town of Mountain Village Home Rule Charter be amended to establish that, except for emergency ordinances enacted pursuant to Section 5.8, ordinances shall become effective 14 days after publication following second reading and that a referendum petition challenging any ordinance must be filed with the Town Clerk prior to the date that the subject ordinance becomes effective?

YES/FOR _____ NO/AGAINST _____

Ballot Question No. 4

Publication of Ordinances and Public Notices on the Town Website

Shall Section 5.9 of the Town of Mountain Village Home Rule Charter be amended to authorize publication of ordinances and public notices via the Town's official website rather than a newspaper?

YES/FOR _____ NO/AGAINST _____

Ballot Question No. 5

Design Review Board

Shall Section 12.1(b)(2) of the Town of Mountain Village Home Rule Charter be amended to provide that the Town Council shall establish the terms of Design Review Board members by Ordinance?

YES/FOR _____ NO/AGAINST _____

Section 5. Severability. If any portion of this Ordinance is found to be void or ineffective, it shall be deemed severed from this Ordinance and the remaining provisions shall remain valid and in full force and effect.

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

Section 7. Effective Date. This Ordinance shall become effective on _____, 2024, and shall be recorded in the official records of the Town kept for that purpose and shall be authenticated by the signatures of the Mayor and the Town Clerk.

Section 8. Public Hearing. A public hearing on this Ordinance was held on the ___ day of _____, 2024, in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado 81435.

Section 9. Publication. The Town Clerk or Deputy Town Clerk shall post and publish notice of this Ordinance as required by Article V, Section 5.9 of the Charter.

INTRODUCED, READ, AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 21st day of March, 2024.

TOWN OF MOUNTAIN VILLAGE:

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

By: _____
Martinique Prohaska, Mayor

ATTEST:

Susan Johnston, Town Clerk

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this __ day of _____, 2024.

TOWN OF MOUNTAIN VILLAGE:

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

By: _____
Martinique Prohaska, Mayor

ATTEST:

Susan Johnston, Town Clerk

Approved as to Form:

David McConaughy, Town Attorney

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

1. The attached copy of Ordinance No. 2024-__ ("Ordinance") is a true, correct, and complete copy thereof.
2. The Ordinance was introduced, read by title, approved on first reading and referred to public hearing by the Town Council the Town ("Council") at a regular meeting held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on March 21, 2024, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Martinique Prohaska, Mayor				
Scott Pearson, Mayor Pro-Tem				
Harvey Mogenson				
Peter Duprey				
Jack Gilbride				
Tucker Magid				
Huascar Gomez				

3. After the Council's approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on _____, 2024 in accordance with Section 5.2(d) of the Town of Mountain Village Home Rule Charter.
4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on _____, 2024. At the public hearing, the Ordinance was considered, read by title, and approved without amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Martinique Prohaska, Mayor				
Scott Pearson, Mayor Pro-Tem				
Harvey Mogenson				
Peter Duprey				
Jack Gilbride				
Tucker Magid				
Huascar Gomez				

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 _____, 2024.

Susan Johnston, Town Clerk

(SEAL)

Agenda Item 11

Consideration of Approval of an Agreement Regarding
Fire Safety Improvements Relating to Ski Ranches
Water System.

This packet material will be added by Wednesday, March 20, 2024.



TO: Town Council
FROM: J.D. Wise, Economic Development & Sustainability Director
Molly Norton, Community Engagement Coordinator
DATE: March 21, 2024
RE: Creation of the Plaza Vending Committee and adopting Committee Bylaws

EXECUTIVE SUMMARY:

Town staff is proposing reestablishing the Plaza Vending Committee to ensure a formal and fair review of plaza vending applications and regulations. The Committee will meet seasonally to review vending applications and as needed for work on the plaza vending program. The Committee will consist of one (1) councilperson, one (1) at-large Mountain Village community member, one (1) member from a Mountain Village food and beverage business, one (1) member from a Mountain Village retail business and one (1) Town staff member.

ATTACHMENT:

- Drafted Plaza Vending Committee Bylaws

BACKGROUND:

The original Plaza Vending Committee was formed in 2019, consisting of members of Town staff, TMVOA and a councilperson. Prior to 2019, vendor selection was the sole discretion of the Business Development and Community Engagement Coordinator. The Plaza Vending Committee was dissolved in 2021 to reduce administrative burdens and the Business Development Advisory Committee (BDAC) has been reviewing and approving plaza vending applications since that time.

OVERVIEW:

History has proven vending selections can be controversial and highly competitive. The creation of the Plaza Vending Committee is recommended to establish appropriate representation for plaza vending decisions, to formalize the review of plaza vending applications, and to create an appropriate body to discuss the plaza vending regulations and recommend updates to Town Council.

It is proposed that the Plaza Vending Committee meet seasonally to review the summer and winter vending applications as well as on an as-needed basis to further discuss the plaza vending program. Recommended committee members shall consist of one (1) councilperson, one (1) at-large Mountain Village community member, one (1) member from a Mountain Village food and beverage business, one (1) member from a Mountain Village retail business and one (1) Town staff member.

If approved, staff will notice vacancies for the Plaza Vending Committee to be appointed at the April 25, 2024 Town Council Meeting.

STAFF RECOMMENDATION:

1. Approve the Plaza Vending Committee Bylaws as presented.

RECOMMENDED MOTION:

I move to approve the creation of the Plaza Vending Committee and its bylaws.

BYLAWS OF THE TOWN OF MOUNTAIN VILLAGE PLAZA VENDING COMMITTEE

ARTICLE I Formation

Section 1. Creation and Name. The name of this Committee, organized by the Town of Mountain Village ("Town"), shall be the Plaza Vending Committee ("Committee"), which Committee is authorized by Town Council to perform the tasks set forth herein. The Committee shall not have any binding authority on the Town or Town Council, and its scope of rights to provide non-binding recommendations shall be limited as specifically set forth herein.

ARTICLE II Intent and Purpose

Section 1. Intent and Purpose. The intent and purpose of the Committee shall be to approve and assign the location, design, and use of plaza vending, and to evaluate that such activities contribute to the vibrancy of the Town's Village Center plazas. The Committee shall also develop and recommend Plaza Vending Regulations for Town Council consideration and approval.

ARTICLE III Membership

Section 1. Appointments.

- A. The Committee shall consist of no less than five (5) members, each of whom shall be appointed by Town Council, and reflect the following membership:
 - 1. One Town Council member
 - 2. One member of the Mountain Village community at-large
 - 3. One member from a Mountain Village food and beverage business
 - 4. One member from a Mountain Village retail business
 - 5. The Economic Development and Sustainability Director, or their representative

Section 2. Purpose. The responsibilities of the Committee members are outlined in Article II. Town Council may add additional tasks at its discretion.

Section 3. Term. Terms of appointed members shall be staggered with the Town Council and at-large Committee members serving two (2) year terms, and the remaining business representatives serving an initial one (1) year term and subsequent two (2) year term for any reappointments or new appointments. Any member may be removed with or without cause by a majority vote of Town Council.

Section 4. Replacement. Upon a vacancy of a Committee member seat, the replacement Committee member(s) shall be appointed by Town Council pursuant to Article III, Section 1 above.

ARTICLE IV Chairperson

Section 1. Chairperson. The Town Council representative shall act as Committee Chairperson.

Section 2. Duties of Chairperson.

- A. **Chairperson.** The Chairperson shall preside at all meetings of the Committee, and with the assistance of the Economic Development Director, or their designee, shall perform all duties usually incident to the office of Chairperson and such other duties as may be assigned to them from time-to-time by the Committee, in accordance with these Bylaws.

ARTICLE V Meeting

Section 1. Regular Meeting. The schedule for Committee meetings shall be as follows:

- A. Plaza vending selections shall occur within the thirty (30) days following the seasonal (i.e., Summer and Winter) plaza vending application deadline as set by the Economic Development Department.
- B. Meeting dates shall be set and scheduled by the Committee, as set forth above. Attendance by Committee members at any meeting shall be in person or by video/telephone conference call where all parties can hear each other.

Section 2. Special Meetings. The Committee Chairperson shall be permitted to call Special Meetings as needed.

Section 3. Order of Business. At regular meetings of the Committee, the following outline presents the recommended order of business:

1. Applicant review and discussion
2. Public comment
3. Vote and plaza vendor selection
4. Adjourn

Section 4. Voting. When a motion for vote is made at any Committee meeting, all regular members of the Committee shall vote either by voice or roll call vote. A roll call vote shall be conducted upon the request of a regular member of the Committee or at the discretion of the presiding officer. Any action requiring a vote shall be decided by a simple majority of those Committee members in attendance at any duly convened meeting with a quorum.

Section 5. Quorum. A majority of the Committee members shall be necessary to constitute a quorum for the transaction of business.

Section 6. Rules of Order. Unless otherwise specified in these Bylaws, the Committee will follow procedures outlined in Robert's Rules of Order, Newly Revised.

Section 7. Agenda. The Committee Chairperson shall prepare the agenda and shall distribute no less than three (3) calendar days in advance of any scheduled meeting. Other items of the agenda shall include, but not be limited to, complete applications and supplemental documents, any intervening special meetings, and Committee reports.

ARTICLE VI RULES AND REGULATIONS

Section 1. Rules and Regulations. The Committee shall recommend any amendments to the Plaza Vending Regulations for approval by Town Council. The Committee is subject to said regulations, as approved by Town Council.

ARTICLE VII MISCELLANEOUS

Section 1. Authority. The authority of the Committee and its members shall be limited as to the express purposes and authority granted herein and shall not be expanded outside the scope of authority necessary to carry out these Bylaws and the Plaza Vending Regulations.

Section 2. Amendment. These Bylaws shall not be amended, except in writing and approved by a majority of Town Council at a duly noticed Town Council meeting.

Adopted and Approved by the Town of Mountain Village Town Council at a public hearing held on March 21, 2024.

Town of Mountain Village, Town Council

By: _____
Martinique Davis Prohaska, Mayor

Attest:

By: _____
Susan Johnston, Town Clerk

Approved as to Form:

David H. McConaughy, Town Attorney



455 Mountain Village Blvd. Mountain Village, CO 81435
(970) 369-8606

TO: Town Council
FROM: J.D. Wise, Economic Development & Sustainability Director
Molly Norton, Community Engagement Coordinator
DATE: March 21, 2024
RE: Adopting Revised Mountain Village Plaza Vending Regulations

EXECUTIVE SUMMARY:

The Plaza Vending Panel amended the Plaza Vending Regulations at its October 4, 2023 meeting. Town staff is proposing further revisions to the Plaza Vending Regulations specific to the appeals process, as outlined below. Additionally, staff recommends further review of the regulations with the newly formed Plaza Vending Committee.

ATTACHMENT:

- Proposed Plaza Vending Regulations

OVERVIEW:

At the October 4, 2023 Plaza Vending Panel meeting, staff brought forward recommended changes to the Plaza Vending Regulations for review and approval by the Plaza Vending Panel. These changes were prompted by discussions at previous Plaza Vending Panel and business development meetings, and also encompassed administrative changes to streamline staff's management of the plaza vending program. The Plaza Vending Panel voted unanimously to approve the updated Plaza Vending Regulations with the addition of criteria around competition between vending carts and brick and mortar businesses.

Council will remember that an appeal to the Plaza Vending Panel's conditional approval of Cheezy, LLC's winter vending application was heard in November 2023 and proved to be an onerous process for council, staff, and the applicant. As such, staff is recommending revisions to the Plaza Vending Regulations appeals process to reduce the burden on all involved parties in the event of an appeal.

Although the plaza vending regulations were removed from the CDC in 2019, the reference to an appeals process under CDC section 17.4.5 remained in the regulations and prompted the appeals process that came before council. Staff is recommending removing reference to the CDC appeals process, and outlining the appeals process in the vending regulations as follows:

4. Appeals

- a. Any appeal of a decision or final action by the Plaza Vending Committee may be made by the applicant by filing a written request of appeal within fourteen (14) days of the date of the decision or final action appealed.
 - i. The Mayor, Mayor ProTem and Town Manager, or their respective designees, will review such request for appeal within fourteen (14) days of filing and make a determination on if the appeal may proceed to Town Council.
 - ii. If directed, the Town Council will hear such appeal within sixty (60) days of filing the appeal. Town Council shall hear the appeal in the form of a call-up where Town Council will reconsider the original application and make a determination on approval or denial. Town Council's decision shall be considered final.



455 Mountain Village Blvd. Mountain Village, CO 81435
(970) 369-8606

It's worth noting that the proposed change removes the requirement of a quasi-judicial hearing, the required payment by the appellant of an up to \$2,000 appeal fee, and the need for the applicant to secure and pay for a court reporter.

NEXT STEPS:

Town staff, vendors and brick and mortar businesses all feel that further revisions are still needed to the Plaza Vending Regulations. Town staff proposes that Council adopt the Plaza Vending Regulations as presented so that staff can move forward with opening summer vending applications immediately. Staff then proposes working with the Plaza Vending Committee to gather further public input and recommend changes to the regulations that would be brought back to council for adoption at a future date.

STAFF RECOMMENDATION:

Staff recommends approval of the Plaza Vending Regulations as presented.

PROPOSED MOTION:

I move to approve the Town of Mountain Village Plaza Vending Regulations as presented.

TOWN OF MOUNTAIN VILLAGE VENDING REGULATIONS

1. Purpose and Intent

The purpose of these regulations is to establish criteria for the placement of vending apparatuses in the Town of Mountain Village. Vending opportunities provide the community a wider choice of eating, drinking, and vending options and provide suitable, low cost sites for the incubation of new business in Town.

The Town of Mountain Village Vending Regulations (“Vending Regulations”) are intended to regulate the location, design and use of vending apparatuses and temporary vending structures within public plazas and similar areas in order to ensure such activities contribute positively to the vibrancy of the Village Center and other public plaza areas.

2. Applicability

The Vending Regulations are applicable to any person or entity desiring to conduct food, beverage or retail vending on a plaza area within the Town of Mountain Village.

3. Review Process and Criteria for Decision

Applicants desiring to vend in the Mountain Village must submit complete plaza vending applications and shall delivered such completed applications to the Plaza Vending Committee which must be received by the seasonal deadline in order to be considered for approval. Applications received after the seasonal deadlines may be considered at the Committee’s discretion by written request from the applicant and explanation for late submission and must pay a late fee in addition to the application fee to be considered by the Plaza Vending Committee.

Only complete applications with all required supplemental documentation, filed by such deadlines will be accepted.

The criteria for decision to be applied by the Plaza Vending Committee are as follows:

- a.** Offered food, goods, wares, merchandise, services and hours of operation;
- b.** Diversity and compatibility of offering with existing businesses;
- c.** Food and services offered by applicant do not directly compete with existing Mountain Village plaza businesses;
- d.** The number of summer and/or winter seasons the applicant has vended on public property in the town;
- e.** Appearance, quality, safety and attractiveness of the vending operation and display apparatus;
- f.** Compliance and performance with Vending Regulations and Plaza Use Design Standards;
- g.** It shall be the burden of the applicant to demonstrate that submittal material and the proposed vending business substantially comply with the Vending Regulations and the Plaza Use Design Standards; and

- h. The Plaza Vending Committee will have sole and absolute discretion in granting a vending permit and will base its decision on the Town's needs for vending at that time.

4. Appeals

- a. An applicant may appeal a decision or final action by the Plaza Vending Committee by filing a written request of appeal with the Mountain Village Economic Development Department within fourteen (14) days of the date of the decision or final action appealed. The request for appeal must state with particularity the grounds for appeal, including any alleged violation of these Regulations.
 - i. The Mayor, Mayor ProTem and Town Manager, or their respective designees, will conduct a preliminary review of such request for appeal within fourteen (14) days of filing and determine whether grounds for an appeal exist. Upon completion of the preliminary review, the Mayor, Mayor ProTem and Town Manager, or their designees, shall dismiss the appeal in writing if they find that one or more of the following circumstances exist:
 1. The alleged violation, even if true, would not constitute a violation of these Regulations;
 2. The alleged violation was previously asserted in another appeal and is already being considered or was resolved;
 3. The alleged violation, even if true, is minor in nature and fails to justify the use of public resources to address;
 4. The appeal is time barred per section 4(a);
 5. The appeal is, on its face, frivolous, groundless, or brought for purposes of harassment; or
 6. The matter has or will become moot.
 - ii. In the event the appeal is not dismissed pursuant to section 4(a)(i), Town Council shall convene within a reasonable time and review the original application *de novo* and in accordance with these Regulations. Town Council's decision shall be final and binding upon the applicant.

5. General Standards

- a. **Location and Number.** The locations for approved vending applications shall be approved and assigned by the Plaza Vending Committee after considering all of the applications. The number of vending apparatuses and associated vending permits in plaza areas shall be as shown in Exhibit A
 - i. **Additional Vending Apparatuses.** The Plaza Vending Committee may permit additional vending apparatuses on plaza areas, in its sole discretion provided the Plaza Vending Committee determines that additional vending apparatuses are warranted and do not unreasonably impact the plaza areas.

- b. Vending Season, Operating Days and Hours.** Vendors must apply for and have a plaza use license agreement for each season in which they desire to operate.
- i. Summer Season:** Vending apparatuses shall operate a minimum of four (4) days per week, four (4) hours per day no later than the first Market on the Plaza through Labor Day unless otherwise approved by the Vending Committee. Vending operations are required during the Market on the Plaza, on designated Wednesdays from 11am-4pm.
 - ii. Winter Season:** Vending apparatuses shall operate a minimum of five (5) days per week, four (4) hours per day no later than December 15 until ski area closing unless otherwise approved by the Plaza Vending Committee.
 1. Monthly rent will begin December 1st for the winter season and June 1st for the summer season and will not be prorated to vendors actual start date should vendor start after these dates.
 2. Vending during Mountain Village special events will count toward minimum operation requirements.
- c. Required Hours of Operation.** Hours of operation are as follows:
- i.** Vending hours shall be consistent throughout each season and shall meet the minimum requirements as set forth in section b above.
 - ii.** Applicants shall submit a plan for the hours and days of operations to be approved by the Plaza Vending Committee as part of the approval process. Any change in the scheduled days and/or hours of operation for approved vending operations, other than minor, temporary changes due to weather and sick days, shall be approved by the Plaza Vending Committee prior to any such change in the schedule.
 - iii. Special Events and After-Hours Vending.** The Town recognizes vendors may desire to operate outside of their normal operating hours during Town approved special events or town happenings (i.e. Club Red, music concerts, festivals weekend evenings). Such requests must be made in writing to the Town's Economic Development department at least 48 hours prior to the rested after hours vending and will be approved on a case-by-case basis.
- d. Vending Apparatus Required.** Vending is only allowed from an approved vending apparatus or temporary structure. Vending apparatuses must meet all applicable size, space, and design standards per the Plaza Use Design Standards, Lighting Regulations, and Sign Regulations as set forth in the Town of Mountain Village Community Development Code.
- e. Maximum Footprint.** All apparatus and related equipment must be contained in a 40 square foot area. All equipment must be necessary to the vending apparatus and vendor's business and must be kept orderly clean manner and may not constitute a potential safety hazards. Vending Apparatuses shall enclose or screen from view of the right of way and abutting property all accessory items not used

by customers, including, but not limited to, tanks, barrels, or other accessory items. All said accessory items must be confined to the designated pad.

- f. Vending Permit Required.** No person shall stage, operate or have present a vending apparatus within the town without a valid vending permit issued in accordance with these Vending Regulations.
- g. Limits on the Hours of Operation.** The Town may set hours of operation, limitations on and similar measures for vending activities to ensure no adverse impacts to residents and guests.
- h. Amplified Music Prohibition.** Amplified music for vending is prohibited.
- i. Special Event Vending.** A vending permit is not required for vending that is approved as a special event pursuant to the provisions regulating Special Events.
- j. License Agreement Required.** The vending permittee shall enter into a license agreement with the Town for the vending operation in such form, manner and content as determined by the Town.

 - i.** A license agreement having a term of more than one (1) year shall be reviewed annually by the Vending Committee for compliance. In the event of non-compliance, the license agreement and vending permit may be terminated.
 - ii.** License agreements may be issued for a term of up to three (3) years at the discretion of the Vending Committee.
 - iii.** Notwithstanding any other provisions therein, a plaza vending license agreement shall provide for indemnification of the Town from any liability for damages resulting from the operation of the vending business and for general liability insurance in such amounts as determined by the Town and naming the Town as an additional insured.
- k. Required Documentation.** Once the Vending application has been approved by the Town, but prior to the issuance of a vending permit, the applicant shall submit the following prior to the commencement of operations.

 - i.** Proof of insurance satisfactory to the Town;
 - ii.** Town business license;
 - iii.** Colorado sales tax license;
 - iv.** For prepared food, San Miguel Environmental Department permit;
 - v.** Cash security deposit with the Town in an amount determined by the Town for the purpose of guaranteeing the repair of any damage to plaza areas caused by the vending operation; and
 - vi.** Executed license agreement as required by this regulation.

6. **Non-transferable.** The vending permit shall not be transferable or assignable.
7. **Non-interference.** No person engaged in vending shall make any unnecessary sounds or noise, nor obstruct any pathway or other public property, nor disturb or impede other persons or otherwise create any public nuisance. The use of radios, stereos or any other audio systems in connection with any vending is prohibited.
8. **Vehicles.** Private vehicles for vending are prohibited in the plaza areas for any purpose unless the Town has issued a plaza area access permit pursuant to the Town of Mountain Village Municipal Code.
9. **Area Maintenance.** Vending permittee shall maintain both the permitted area, the immediate area surrounding the permitted area, the plaza area surface (washing down pavers, clean pavers, etc.) and the vending apparatus in a neat, clean and hazard free condition and to the town's satisfaction.
10. **Cleaning.** Vending permittee shall clean the areas of the designated vending apparatus which are covered by the vending permit by removing debris, trash, sweeping and washing down the location as needed to the satisfaction of the Town. The cleaning shall be conducted as frequently as each day, if necessary, to prevent debris or trash from being blown or scattered around the plaza area.
11. **Repair of Damage.** Vending permittees shall, to the satisfaction of the Town, repair and/or replace any damage to any portion of the permitted vending apparatus area only to the extent any damages shall be caused by or in connection with permittee's use thereof, including without limitation the placement of personal property on the plaza area.
 - a. All costs for such repair or replacement shall be the responsibility of the permittee.
 - b. The Town, in its sole discretion, shall determine when the vending area needs repair or replacement due to the activities of permittee and/or its customers in the vending area.
 - c. The Town may suspend a vending permit for failure to pay for damage or the payment of a required damage deposit.
12. **Snow Removal.** The vending permittee shall move the vending apparatus per request of the Town for snow removal and/or plaza maintenance when necessary.
13. **Recycling and Trash.** Trash removal fees for public trash generated by the vending permittee are included in the monthly permit fee as established in the fee resolution for Vending Carts All back-of-house trash must be removed daily by the permittee.

- 14. Public Seating Areas.** The vending permittee must make every reasonable effort to ensure their customers utilize the public seating area and do take food items into the seating areas of neighboring restaurants.
- 15. Monthly Vending Fees.** The vending permittee shall remit the monthly vending fee as set forth in the fee resolution, with such fee to be due and payable on the first of each month. Vending fees shall be prorated for partial months in each season (partial months based on start dates outlined in 4.b.i and ii and will not be prorated based on when a vendor chooses to start the season).
- 16. Plaza Location.** The Town has the right to relocate the site of the apparatuses of plaza vending permit holders within all the designated plaza areas. The vending permit administrator shall notify the vending permittee three (3) days prior to any vending apparatus relocation.
- a. If a vendor wishes to move locations during high traffic events, a request must be submitted to the Plaza Vending Committee Chair designated staff member seven (7) days prior to the desired date of location change.
- 17. No Encroachment.** Vending permittee shall have the obligation to prevent encroachment of the vending apparatus or any related vending equipment or permittee property onto areas of the plaza outside the designated vending apparatus location except for any approved storage location shown in the required license agreement.
- 18. Abandon/Surrender.** A permittee without written authorization from the Town acknowledging extenuating circumstances, who fails to conduct vending operations during the required hours of operation for a period of two (2) consecutive weeks during the designated season, will be considered to have surrendered and abandoned his or her vending permit. The Town shall have the right to reassign that space to another applicant. The Town has the right to refuse to authorize an absence. The Town shall send written notice of the surrender and abandonment of the permit to the permittee.
- 19. Utility Fees.** The Town may require a plaza vending operator to pay utility fees if the vending apparatus operation uses electric utilities. The use of generators is prohibited.
- 20. Revocation and Suspension.**
- a. Any vending permit issued hereunder may be revoked or suspended by the Plaza Vending Committee for a violation or breach of a term or condition of the vending permit or license agreement, including, but not limited to:
 - i. Operation of a vending apparatus in a location other than that approved or outside the permitted area;

- ii. Failure to pay monthly plaza vending fee;
- iii. Failure to clean areas of the designated vending apparatus location to town satisfaction;
- iv. Failure to remain in operation during the minimum number of business hours or days;
- v. Failure to maintain the design of a vending apparatus or vending apparatus signs in the condition as represented in the development application;
- vi. Failure to pay for the repair and/or replacement of any damage to any portion of the permitted vending apparatus area caused by or in connection with permittee's use thereof;
- vii. Changing the use of the vending apparatus that does not comply with the approved application;
- viii. Failure to remove vending apparatus from designated location as required by the vending permit;
- ix. Permittee violates any provision of this Plaza Vending Rules and Regulations or other law or regulation of the Town.;
- x. The permittee obtained the vending permit by fraud or misrepresentation; and/or
- xi. The permittee is convicted of an offense that would create a danger to the public health, safety and welfare following issuance of the vending permit.
 - 1. No permittee whose vending permit has been revoked may receive a refund of any part of the permit fee paid.
 - 2. Upon revocation or expiration of any vending permit, the permittee shall remove all structures or improvements from the permit area and storage area and restore the area to its condition existing prior to issuance of the permit within forty-eight (48) hours of revocation or expiration of permit.
 - 3. If the vending permit is revoked, the permittee may not apply for the same type of permit for one (1) year after the effective date of the revocation.

APPROVED AND ADOPTED BY THE MOUNTAIN VILLAGE PLAZA VENDING PANEL
AT THE OCTOBER 4, 2023 PLAZA VENDING MEETING.

APPROVED AND ADOPTED BY THE MOUNTAIN VILLAGE TOWN COUNCIL AT THE
_____, 2024 TOWN COUNCIL MEETING.



Agenda Item 14
**PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

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

TO: Mountain Village Town Council
FROM: Drew Nelson, Senior Planner
FOR: Town Council Meeting – March 21, 2024
DATE: March 7, 2024

RE: Consideration of a Resolution Approving a Height Variance of 8' above maximum allowable height for Lot 166AR2-10, TBD Stonegate, pursuant to CDC 17.3.11 and 17.4.16

Staff is requesting that this be continued to the May 16, 2024 Town Council Meeting

BACKGROUND: Staff is requesting a continuation of the Consideration of a Resolution Approving a Height Variance of 8' above maximum allowable height for Lot 166AR2-10, TBD Stonegate, pursuant to CDC sections 17.3.11 and 17.4.16. The memo is being provided not to open the public hearing but solely for the purpose of the Town Council providing a motion to continue to the May 16, 2024 meeting date.

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

RECOMMENDED MOTION: I move to continue the Consideration of a Resolution Approving a Height Variance of 8' above maximum allowable height for Lot 166AR2-10, TBD Stonegate, pursuant to CDC 17.3.11 and 17.4.16 to the regular May 16, 2024 Town Council Meeting

/DN



**COMMUNITY DEVELOPMENT
DEPARTMENT**

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

Agenda Item # 15

TO: Mountain Village Town Council
FROM: Amy Ward, Community Development Director
FOR: March 21, 2024
DATE: March 12, 2024
RE: Second Reading, Public Hearing and Council Vote on an Ordinance to Amend the CDC Section 17.6.1(B) - Wetlands Regulations

ATTACHMENTS

Exhibit 1: Proposed Ordinance

PUBLIC COMMENT

None received

CHANGES SINCE FIRST READING

Section 17.6.1.B.2.iii was amended to add the language “applicable within home rule municipalities” at the request of Council.

STAFF ANALYSIS AND RECOMMENDATION

This added language just clarifies that we operate as a home rule municipality and that only state and federal permits that are applicable to home rule municipalities would apply.

Staff recommends approval of the Ordinance as proposed.

PROPOSED MOTION

I move to approve on second reading an Ordinance to Amend the CDC Section 17.6.1.B- Wetlands Regulations.

/aw

ORDINANCE NO. 2024-__

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE
AMENDING SECTIONS 17.4.2, 17.4.3, 17.6.1, AND 17.8.1 OF THE MOUNTAIN VILLAGE
MUNICIPAL CODE REGARDING WETLAND REGULATIONS**

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

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

WHEREAS, the CDC Section 17.6.1 includes regulations regarding the preservation and protection of wetlands; and

WHEREAS, the issuance of the United States Supreme Court decision in *Sackett v. Environmental Protection Agency* has created ambiguity and inconsistency in the scope of wetlands subject to regulation under the CDC; and

WHEREAS, Town Council now desires to amend the CDC’s definition of “wetlands” and other relevant portions of CDC Chapter 17.4 and Section 17.6.1.

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

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

Section 2. Amendment of CDC Sec. 17.8.1. The Town Council hereby amends CDC Section 17.8.1 of the Code as follows, with added language in **bold** and underlined typefaces and removed language ~~stricken~~.

Wetlands. 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.~~

Section 3. Amendment of CDC Sec. 17.6.1. The Town Council hereby amends CDC Section 17.6.1.B. of the Code as follows, with added language in **bold** and underlined typefaces and removed language ~~stricken~~.

B. Wetland Regulations.

...

2. Standards

d. The review authority shall only allow for wetland disturbance or fill if it is demonstrated that there is not a practicable alternative to avoiding such activities and if the following criteria are met:

...

iii. ~~the United States Army Corps of Engineers ("USACE") has reviewed the proposed wetland disturbance or fill and has either recommended approval or has approved the required federal permits~~ **all state and federal permits related to the disturbance or fill applicable within home rule municipalities (if any) have been approved.**

...

f. All development applications for lots that contain wetlands or that are in close to proximity of wetlands on adjoining lots shall, as a part of the applicable development application, submit a wetlands **report and** delineation performed by a USACE qualified **wetlands** consultant **or other appropriate professional.** **The wetlands report required by this section must have been prepared within 5 years of the date of the development application and shall include an analysis of whether the wetlands are subject to any federal or state wetland permitting process in effect as of the date of the development application.**

i. ~~Written verification of the delineation from the USACE is required prior to the review authority issuing the final CDC required development approval.~~

(a) ~~The review authority may also, as a condition of the final approval, require the submission of the USACE wetland delineation verification prior to the issuance of a development permit.~~

(b) ~~ACE written approval of wetland delineations typically expire after five (5) years. A new wetland delineation approval letter from the USACE shall be submitted if the original wetland delineation approval has expired.~~

...

i. Any development application that proposes wetland fill **to a wetland that is subject to federal and/or state regulation** shall be referred to the USACE **appropriate state or federal agency** in accordance with the Referral and Review Process to ensure compliance with the federal **and state** wetland permitting process.

j. Through a Class 5 application, whether as a standalone application or in conjunction with another land use application, an applicant may request from Town Council a waiver of the Wetland Regulations. Town Council may, after weighing the public benefits to be gained by the subject application and the purpose and intent of these Wetland Regulations, grant the waiver in whole or in part and with or without conditions. Town Council shall be the sole review authority with authorization to grant a waiver from these Wetland Regulations.

Section 4. Amendment of CEC Sec. 17.4.2.B. Town Council hereby amends "Table 4-1 Development Application Classes" set forth in CDC Section 17.4.2.B to include the language in **bold** and underlined under the "Subdivision" portion of Table 4-1:

Development Application Type	Application Class	Review Authority
<u>Wetland Regulations Waiver under CDC Sec. 17.6.1.B.2.j</u>	Class 5	Town Council

Section 5. Amendment of CDC Sec. 17.4.3.J.5. The Town Council hereby amends CDC Section 17.6.1.B. of the Code as follows, with added language in **bold** and underlined typefaces and removed language ~~stricken~~.

17.4.3. Development Review Procedures

...

J. Step 10: Review Authority Public Hearing or Meeting.

...

5. *Other Class 5 Applications.* Minor subdivision, **requests for waiver of Wetland Regulations under CDC Section 17.6.1.B.2.j,** and other class 5 development applications do not require a public hearing.

Section 6. Effect of Ordinance. Those provisions on the Code not expressly amended by this Ordinance shall remain unchanged and in full force and effect.

Section 7. Severability. If any portion of this Ordinance is found to be void or ineffective, it shall be deemed severed from this Ordinance and the remaining provisions shall remain valid and in full force and effect.

Section 8. Safety Clause. The Town Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 9. Effective Date. This Ordinance shall become effective on fourteen (14) days after final publication pursuant to Section 4.3 of the Town Charter and shall be recorded in the official records of the Town kept for that purpose and shall be authenticated by the signatures of the Mayor and the Town Clerk.

Section 10. Public Hearing. A public hearing on this Ordinance was held on the ____ day of _____, 2024, in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado 81435.

Section 11. Publication. The Town Clerk or Deputy Town Clerk shall post and publish notice of this Ordinance as required by Article V, Section 5.9 of the Charter.

INTRODUCED, READ, AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the ____ day of _____ 2024.

TOWN OF MOUNTAIN VILLAGE:

TOWN OF MOUNTAIN VILLAGE, COLORADO, a Home-Rule Municipality

By: _____
Martinique Prohaska, Mayor

ATTEST

By: _____
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: _____
Martinique Prohaska, Mayor

ATTEST

By: _____
Susan Johnston, Town Clerk

Approved as to Form:

By: _____
David McConaughy, Town Attorney

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

1. The attached copy of Ordinance No. 2024-____ (the "Ordinance") is a true, correct, and complete copy thereof.

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

Council Member Name	"Yes"	"No"	"Absent"	"Abstain"
Marti Prohaska, Mayor				
Scott Pearson, Mayor Pro Tem				
Jack Gilbride				
Peter Duprey				
Harvey Morgenson				
Tucker Magid				
Huascar E. Gomez (Rick)				

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

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

Council Member Name	"Yes"	"No"	"Absent"	"Abstain"
Marti Prohaska, Mayor				
Scott Pearson, Mayor Pro Tem				
Jack Gilbride				
Peter Duprey				
Harvey Morgenson				
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 _____ 2024.

By: _____
Susan Johnston, Town Clerk (SEAL)



**PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

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

Agenda Item No. 16

TO: Town Council

FROM: Amy Ward, Community Development Director and Rodney Walters, Town Forester / GIS Assistant

FOR: Town Council Regular Meeting

DATE: March 21, 2024

RE: Work Session regarding potential future Community Development Code (CDC) Amendments, 17.6.1 Environmental Regulations-Fire Mitigation and Tree Protections

Attachments can be found at the following link

< <https://mtnvillage.files.com/f/d617ebe977d8249c> > :

- CDC, Environmental Regulations amendments, draft
- The Colorado State Forest Service - [The Home Ignition Zone, A guide to preparing your home for wildfire and creating defensible space](#)
- National Wildfire Coordinating Group – [NWCG Standards for Mitigation in the Wildland Urban Interface, PMS 052, May, 2023](#)
- [Managing Trees During Site Development and Construction, Third Edition, 2023](#)
- [Relative Tolerance of Selected Species to Development Impacts \(adapted from Matheny and Clarke, 1998\)](#)
- [Example Tree Protection sign - City of Denver Tree Protection Zone sign](#)

CDC Amendment Workshop Discussion – Recommended Updates to Environmental Regulations

Background:

The current Wildfire Mitigation and Forestry Management Regulations in the CDC are either out of date or do not currently align with accepted best management practices (BMPs)/standards or both. Regulatory requirements that align with wildfire mitigation and forest management BMPs and standards will be more effective in facilitating desirable outcomes. Updates to the CDC will provide regulatory requirements that align with up-to-date scientific knowledge and currently accepted professional BMPs and standards.

The Wildfire Mitigation zones listed in the CDC are based on 2003 Colorado State Forest Service standards (Creating Wildfire-Defensible Zones, no. 6.302), which has since been replaced by new standards (The Home Ignition Zone) and the NWCG Standards of Mitigation in the Wildland Urban Interface. The wildfire mitigation zones in the new standards are defined differently from the way they are defined in the CDC, which makes communicating about defensive space standards with our business owners and residents challenging. In order to best protect our community and communicate with community members about wildfire mitigation, we recommend that the CDC wildfire mitigation standards be updated to reflect current BMPs and Standards.

The zones in the new standards are defined as follows.

- Zone 1, 0 - 5 feet from the Building: (removal of all flammable materials, including vegetation (sod, shrubs, slash, mulch, and other woody materials).
- Zone 2, 5 - 30 feet from the Building: Reduce fuels in this area transitioning away from the building (designed to significantly reduce fire intensity by creating space between the building, trees, and other flammable vegetation)
- Zone 3, 30 - 100 feet away from the Building or up to 200 feet on steep slopes: The focus of this zone is to implement measures to keep fire on the ground and to drive active crown fire to the ground where it will be less intense. This is accomplished by limbing up conifers and creating or maintaining space in between crowns.

These new zone definitions eliminate the need to define zones based on assessing slope steepness and utilizing charts. This will eliminate ambiguity and confusion in defining and understanding zones. Because these new zone definitions will represent a significant shift in the way buildings and associated landscapes are designed, we want to verify the Council is in support of these changes prior to implementing these CDC changes, which are described in more detail below. .

- The intention of Zone 1 is to create a non-flammable hardscape (flagstone, lava rock, gravel mulch, etc.) to keep flames from coming into direct contact with the building.
 - Sod would still be allowed for new developments, but not right up to the side of buildings. Planters would be minimally allowed (but not under windows, adjacent to vents, or other areas, such as when there is minimal space between adjacent buildings).
 - Is the Council willing to defend this new approach, which will better reflect current BMPs and standards for defensible space?
- The purpose of Zone 2 is to reduce fire intensity. Our current CDC requirement allows very little to no vegetation 15 feet from buildings. –
 - This new zone definition would reduce vegetation out to 30 feet away from buildings but would still allow for some woody plants (mostly shrubs but also a limited amount of trees or planters unattached to the home) and would allow for some more intentional landscaping.

The Tree protection standards in the CDC do not currently reflect the latest BMPs for Tree Protection During Site Development. Most importantly as they relate to tree protection fencing. The CDC sets the drip edge of the tree canopy and the place-to-place tree protection fencing.

Since most of our trees are forest trees, the drip edge of the canopy rarely even meets protections for the critical root zone (minimum space required for trees to meet their physiological functions long term) and does not consider the BMPs for establishing and maintaining a Tree Protection Zone (TPZ), which takes other factors into consideration, including the species tolerance to site disturbance and age of the tree(s). The current requirement of plastic snow fencing for tree protection is ineffective because it is easily knocked down or moved and because it does not provide enough space for long term tree health and survival. It often takes trees 5 years to show signs of decline after construction has occurred. If the current BMPs are adopted into the CDC, it would be likely that a greater amount of trees will be planned for removal during development. However, it would mean that more trees that are planned for retention would survive and thrive long-term, thus providing better outcomes for property owners and the community. Trees that are unlikely to survive would be removed before construction begins, which would save the expense and inconvenience of working around trees that have been unrealistically planned for retention.

Bringing the CDC into alignment with current BMPs would change how tree protection is conducted in the Town of Mountain Village during development. For that reason, we are asking if the Town Council will support us if we implement the following changes?

- Define a Tree Protection Zone (TPZ) according to the formula recommended by the current BMPs, which includes tree diameter (dbh), age of the tree and tree species relative tolerance to construction disturbances.
- Construct a chain link fence with a rigid top rail attached to round, hollow 2-inch steel posts set 2 feet into the ground at a maximum 10 foot spacing. This type of fencing would require more effort and expense to install, but would ensure better long-term tree survival, health, and structural stability.
- Require a tree protection sign to be affixed to the protection fencing.