TOWN OF MOUNTAIN VILLAGE TOWN COUNCIL REGULAR MEETING THURSDAY, APRIL 25, 2024, 2:00 PM 2nd FLOOR CONFERENCE ROOM, MOUNTAIN VILLAGE TOWN HALL 455 MOUNTAIN VILLAGE BLVD, MOUNTAIN VILLAGE, COLORADO AGENDA

https://us06web.zoom.us/webinar/register/WN_d_uXasQ5TUeyt6aufT9-0Q

Please note that times are approximate and subject to change.

	Time	Min	Presenter	Туре	
1.	2:00				Call to Order
2.	2:00	60		Legal	Executive Session for the Purpose of: a. Receiving Legal Advice on Specific Legal Questions, to Determine Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations and/or Instructing Negotiators, In Connection With the Regional Wastewater Treatment Plant Pursuant to C.R.S. 24-6-402(4) b. Executive Session for the Purpose of Receiving Legal Advice on Specific Legal Questions Pursuant to C.R.S. 24-6-402(b) Regarding Proposed Legislation Related to Land Transactions c. Discussion of Smart City Initiative and Associated Cybersecurity Issues Pursuant to C.R.S.24-6-402(4)(d)
3.	3:00	5	Norton	Action	Consideration of a Proclamation Declaring the Month of April as Sexual Assault Awareness Month
4.	3:05	5	Lemley Newell	Informational	Staff Introductions: a. Juan Rivera, Rental Properties Coordinator
5.	3:10	5	Johnston Wise	Action	Consent Agenda: All matters in the Consent Agenda are considered to be routine by the Town Council and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately: a. Consideration of Approval of the March 21, 2024 Regular Town Council Meeting Minutes b. Consideration of Approval of the April 4, 2024 Special Town Council Meeting Minutes c. Consideration of Approval of an Intergovernmental Agreement (IGA) Between the Board of County Commissioners of San Miguel County, Colorado and the Town of Mountain Village, Colorado Concerning Noxious Weed Management and Control Services
6.	3:15	10	Johnston Wise	Action	Consideration of Appointments to the Plaza Vending Committee: a. One Town Council Member for a 2-year Term b. One Member of the At-Large Mountain Village Community for a 2-Year Term c. One Member of Mountain Village Brick & Mortar Food & Beverage Business for an Initial 1-Year Term d. One Member from a Mountain Village Plaza Vending Business for an Initial 1-Year Term
7.	3:25	5	Ward Nelson	Action Legislative	Consideration of a Re-Appointment of Design Review Board Members Pursuant to Section 12.1.(b)(2) of the Town of Mountain Village Home Rule Charter

TOWN COUNCIL MEETING AGENDA FOR APRIL 25, 2024

	Time	Min	Presenter	Туре	
8.	3:30	15	Lemley	Informational Action	Finance: a. Presentation of the March 31, 2024 Business & Government Activity Report (BaGAR) b. Consideration of the March 31, 2024 Financials
9.	3:45	10	Wisor	Informational	Department Updates
10.	3:55	5	McConaughy	Action	Second Reading, Public Hearing, and Council Vote on an Ordinance Calling for a Special Election on July 9, 2024 and Setting Ballot Questions Regarding Proposed Amendments to the Mountain Village Home Rule Charter Staff is Proposing that this Item be Tabled
11.	4:00	5	Forsythe	Action Legislative	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding Proposed CDC Building Code Amendments, Pursuant to CDC Section 17.1.7 a. International Plumbing Code (IPC) b. International Fuel Gas Code (IFGC) c. International Energy Conservation Code (IECC)
12.	4:05	10	Ward	Action Legislative	First Reading, Setting of a Public Hearing, Council Vote on an Ordinance Regarding a CDC Amendment to Open Space Map Reference, Pursuant to CDC Section 17.1.7
13.	4:15	15	Nelson Wise Norton	Action Quasi-Judicial	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding a Major PUD Amendment for Lot 38-50-51RR, 568 Mountain Village Boulevard, Madeline Hotel & Residences, Pursuant to CDC Section 17.4.12
14.	4:30	10	Wisor	Action Legislative	Consideration of an Amendment to the Intergovernmental Agreement for Cost-Sharing of the Planning and Gondola Project Development Phase of the Gondola Project
15.	4:40	20	Wisor McConaughy	Action Legislative	Consideration of a Memorandum of Understanding Regarding Funding of a Feasibility Study of a Meadows Gondola and Configuration of the Town Hall Subarea
16.	5:00	10	Wisor	Action	Consideration of Approval of a San Miguel Authority for Regional Transportation Intergovernmental Agreement
17.	5:10	20	Council Members	Action	Council Boards and Commissions Updates: 1. Telluride Tourism Board – Gomez 2. Colorado Flights Alliance – Gilbride 3. Transportation & Parking – Duprey & Mogenson 4. Budget & Finance Committee – Duprey, Pearson, & Mogenson 5. Gondola Committee – Mogenson, Prohaska, & Pearson 6. Colorado Communities for Climate Action – Pearson 7. San Miguel Authority for Regional Transportation (SMART) – Magid, Mogenson, & Gomez 8. Telluride Historical Museum – Prohaska 9. Collaborative Action for Immigrants (CAFI) – Gomez 10. Mountain Village Business Development Advisory Committee (BDAC) – Pearson & Duprey 11. Wastewater Committee – Duprey & Magid 12. Housing Committee – Duprey & Magid 13. Telluride Conference Center Committee – Duprey & Magid 14. Miscellaneous Boards and Commissions
18.	5:30	5			15. Mayor's Update Public Comment on Non-Agenda Items

TOWN COUNCIL MEETING AGENDA FOR APRIL 25, 2024

	Time	Min	Presenter	Туре	
19.	5:35	5			Other Business
20.	5:45				Adjourn

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

Public Comment Policy:

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



Town of Mountain Village Proclamation

Sexual Assault Awareness Month 2024 Proclamation

Sexual Assault Awareness Month (SAAM) is a global effort that acknowledges sexual violence as an issue that impacts every community, and aims to raise public awareness about sexual abuse, harassment, and assault, and engage communities in the effort to prevent and end sexual violence, while supporting and elevating the voices of those who identify as victims or survivors of sexual violence.

WHEREAS, approximately 433,648 Americans aged 12 and older, of all genders, races, and cultures are victims of rape or sexual assault every year, we must take action to change the culture;

WHEREAS, over 53% of women, 29% of men, and 47% of transgender people report experiencing sexual violence in their lifetime;

WHEREAS, every 73 seconds an American is sexually assaulted and alarmingly, every 9 minutes, that victim is a child;

WHEREAS, 80% of sexual assaults are perpetrated by someone the victim is familiar with;

WHEREAS, sexual assault is the most underreported crime-- it is estimated that 63% of cases nationwide are not reported to the police and that number jumps to 70% in rural areas;

WHEREAS, 70% of sexual assault survivors experience moderate to severe mental distress following their victimization, a larger percentage than for any other violent crime;

THEREFORE, be it resolved that, we, the Town Council of the Town of Mountain Village, do hereby declare the month of April 2024 as

Sexual Assault Awareness Month

In Mountain Village, we are proud to join our local advocates and community members, and those around the world, in this effort to raise awareness of the individual and collective impacts of sexual violence and we commit to proactively working to end sexual violence in our community. The 2024 SAAM theme, *Building Connected Communities*, calls on each of us to work in solidarity with our neighbors to prevent sexual abuse, harassment, and assault. This theme highlights the impact on our community when any member of our community experiences sexual violence and reminds us that to effectively address and prevent sexual violence, we must recognize that changing individual behaviors is not enough. We must work to build connected, respectful, and inclusive communities that enhance our collective well-being by helping to establish protective measures against sexual violence. While the past few years have brought more attention to the prevalence of sexual violence in our communities, we urge all Mountain Village residents to be an active part of changing the culture that allows sexual violence to persist; we must believe survivors, speak out against victim blaming, promote and practice everyday consent, empower bystander intervention, model healthy communication for our youth and hold perpetrators of sexual violence accountable for their actions, while holding space for and elevating the voices of those who have survived sexual violence.

While today we proclaim April as Sexual Assault Awareness Month in Mountain Village, we know that every day presents an opportunity to improve the future of our beloved community and that every day we should promote kindness, equality, respect, and freedom from violence for all of us.

Dated this 25th day of April 2024

Martinique Prohaska, Mayor	Susan Johnston, Town Clerk



TOWN OF MOUNTAIN VILLAGE

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

Agenda Item 5a

TOWN OF MOUNTAIN VILLAGE MINUTES OF THE MARCH 21, 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, March 21, 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

Christine Gazda, 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

Marleina Fallenius, Housing Manager

Jim Loebe, Transit & Recreation Director

Rob Johnson, Transit Operations Manager

Jim Soukup, Chief Technology Officer

Drew Nelson, Senior Planner

Rodney Walters, Town Forester

Lauren Tyler, GIS Administrator

Jaime Holmes, HR Director

Tim Barber

Stephanie Fanos

Yvette Rauff

Allison McClain

Madeline Gomez

Tony Quinlan

David Averill

Sherri Reeder

Deb Dion

Jonathan Greenspan

Patrick Latcham

Laila Benitez

Fran Berg

Cathrine Jett

David Gerber

Kiernan Lannon

Kiera Skinner

Luke Kernell

Will Ellis Leslie Browning Keith Hampton Joan May Rube Felicelli

Mayor Prohaska added the following Executive Session item:

Conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under CRS Section 24-6-402(4)(b) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations and/or instructing negotiators under CRS 24-6-402(4)(e) regarding the Ilium development.

Executive Session for the Purpose of: (2)

- a. <u>To Determine Positions Relative to Matters that may be Subject to Negotiations,</u>

 <u>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)</u>
- b. <u>To Discuss the Purchase, Acquisition, Lease, or Sale of Real Personal, or Other Property Interest Under C.R.S. Section 24-6-402(4)(a)</u>
- c. <u>Receiving Legal Advice on Specific Legal Questions Under CRS 24-6-402(4)(b) Specifically Regarding Campaign Finance Laws and Municipal Elections</u>
- d. 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
- e. Conference with the Town Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions Under C.R.S. Section 24-6-402(4)(b) for the Purpose of Determining Positions Relative to Matters That May be Subject to Negotiations, Developing Strategies for Negotiations and/or Instructing Negotiators Under C.R.S. 24-6-402(4)(e) Regarding the Ilium Development

On a **MOTION** by Jack Gilbride and seconded Tucker Magid, Council voted unanimously to move into Executive Session for the purpose of:

- a. Determining 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 CRS. 24-6-402(4)(e)
- b. Discussing the purchase, acquisition, lease, or sale of real personal, or other property interest under CRS Section 24-6-402(4)(a)
- c. Receiving legal advice on specific legal questions under CRS 24-6-402(4)(b) specifically regarding campaign finance laws and municipal elections
- d. 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

e. Conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under CRS Section 24-6-402(4)(b) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations and/or instructing negotiators under CRS 24-6-402(4)(e) regarding the Ilium development

at 2:02 p.m.

Council returned to open session at 3:04 p.m.

Staff Introductions: (3)

a. Brittany Newell, Rental Properties Manager

Finance Director Lizbeth Lemley introduced the new Rental Properties Manager Brittany Newell.

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: (4)

a. Consideration of Approval of the February 15, 2024 Regular Town Council Meeting Minutes

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

On a **MOTION** by Jack Gilbride and seconded by Huascar E. Gomez (Rick), Council voted unanimously to convene as the Mountain Village Housing Authority.

Mountain Village Housing Authority: (5)

- a. <u>Appointment of One Resident Seat for a One Year Term on the VCA Resident Committee</u>
 Assistant Town Manager Michelle Haynes presented. Applicant Luke Kernell commented. Council discussion ensued. On a **MOTION** by Scott Pearson and seconded by Pete Duprey, Council voted unanimously to appoint Luke Kernell to complete the vacated seat term to expire in March 2025.
 - b. Consideration of Village Court Apartments Phase IV, West Building Master Lease Program,
 Communications and Move-In and the MVHA to Establish Rental Pricing

Michelle Haynes, Lizbeth Lemley, Brittany Newell, and Housing Manager Marleina Fallenius presented. Council discussion ensued. On a **MOTION** by Huascar E. Gomez (Rick) and seconded by Tucker Magid, Council voted unanimously to approve establishing the initial rent at \$3,600 per month for the 4-bedroom units and \$2,700 per month for the 3-bedroom unit at VCA Phase IV, West Building, Business Master Lease Program and to authorize staff to enter into lease agreements with terms as generally outlined in the staff memo.

On a **MOTION** by Jack Gilbride and seconded by Huascar E. Gomez (Rick), Council voted unanimously to reconvene as the Town of Mountain Village Town Council.

Finance: (6)

Lizbeth Lemley and Assistant Finance Director Julie Vergari presented.

- 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

Council discussion ensued. On a **MOTION** by Tucker Magid and seconded by Huascar E. Gomez (Rick), Council voted unanimously to approve a Resolution approving Phase IV Change Orders 2 & 3 and appropriating additional funds to cover these items.

Department Updates (7)

Town Manager Paul Wisor presented. Council discussion ensued.

Council took a break from 4:06 to 4:16 p.m.

Council moved to agenda item 9.

Telluride Historical Museum Update (8)

Telluride Historical Museum Executive Director Kiernan Lannon presented. Council discussion ensued.

Council moved to agenda item 14.

<u>Consideration of Sustainable Destination Marketing and Tourism Management Services</u> <u>Agreement Between the Town of Mountain Village and Telluride Tourism Board Legislative (9)</u>

Economic Development & Sustainability Director JD Wise and Telluride Tourism Board Executive Director Kiera Skinner presented. On a **MOTION** by Huascar E. Gomez (Rick) and seconded by Scott Pearson, Council voted unanimously to approve the Sustainable Destination Marketing and Tourism Management Services Agreement between the Town of Mountain Village and Telluride Tourism Board with the clarification added in Section 4 that the number appointees from the Town of Mountain Village will be equal to the number of appointees from the Town of Telluride and with the correction of the word "Telluride" changed to "Mountain Village" in Section 5.

Council moved to agenda item 8.

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 Legislative (10)

Town Attorney David McConaughy presented. Public comment was received from Jonathan Greenspan, Leslie Browning, Rube Felicelli, Joan May, and Cath Jett. Council discussion ensued. On a **MOTION** by Harvey Mogenson and seconded by Scott Pearson, Council voted 5-2 (with Marti Prohaska and Tucker Magid dissenting) to approve on first reading an Ordinance calling for 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, and to set the second reading, public hearing, and final Council vote for the April 25, 2024 regular Town Council meeting with the following amendments: remove the term "Corporation" from the definition of owners of real property and the term "Commercial" from the definition of intended use of real property.

Council broke for dinner from 6:14 to 6:27

Consideration of Approval of an Agreement Regarding Fire Safety Improvements Relating to Ski Ranches Water System (11)

David McConaughy and Public Works Director Finn Kjome presented. Ski Ranches HOA Treasurer Keith Hampton made comments. Council discussion ensued. On a **MOTION** by Harvey Mogenson and seconded by Huascar E. Gomez (Rick), Council voted unanimously to approve authorizing the Mayor to execute an agreement with Ski Ranches Association on substantially the terms set forth in the attachments to this memo, subject to final approval of the exhibits on a staff level.

Plaza Vending Committee: (13)

Community Engagement Coordinator Molly Norton and JD Wise presented.

a. Consideration of Approval of the Plaza Vending Committee Bylaws

Council discussion ensued. On a **MOTION** by Scott Pearson and seconded by Huascar E. Gomez (Rick), Council voted unanimously to approve the Plaza Vending Committee and its bylaws with amendments that the food and beverage business will be brick and mortar and a plaza vending representative will be appointed instead of a retail business representative.

b. Consideration of Approval of the Plaza Vending Regulations

Council discussion ensued. On a **MOTION** by Scott Pearson and seconded by Harvey Mogenson, Council voted unanimously to approve the Plaza Vending Regulations as presented.

Council moved to agenda item 15.

Consideration of a Resolution Approving a Height Variance Application for Lot 166AR2-10, TBD Stonegate Drive, Pursuant to CDC Section 17.4.16 – Staff Requests This Item be Continued to the May 16, 2024 Regular Meeting Quasi-Judicial (14)

Senior Planner Drew Nelson presented. Council discussion ensued. On a **MOTION** by Harvey Mogenson and seconded by Scott Pearson, 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 May 16, 2024 Regular Town Council meeting.

Council moved to agenda item 17.

Second Reading, Public Hearing and Council Vote on an Ordinance to Amend the CDC Section 17.6.1(B) - Wetlands Regulations Legislative (15)

Community Development Director Amy Ward presented. Mayor Prohaska opened the public hearing. There was no public comment. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Scott Pearson and seconded by Tucker Magid, Council voted 7-0 to approve on second reading an Ordinance amending CDC section 17.6.1.B-Wetlands Regulations with the deletion of Section 9.

<u>Discussion Regarding Potential CDC Amendments Related to Updated Fire Mitigation and Tree Protection Standards (16)</u>

Amy Ward and Town Forester Rodney Walters presented. Council discussion ensued. Council directed staff to find a contractor willing to test the proposed changes as a pilot project.

Scott Pearson left the meeting at 7:47 p.m.

Council moved to agenda item 18.

Council Boards and Commissions Updates: (17)

- 1. Telluride Tourism Board Gomez
- 2. Colorado Flights Alliance Gilbride
- 3. Transportation & Parking Duprey & Mogenson
- 4. Budget & Finance Committee Duprey, Pearson, & Mogenson
- 5. Gondola Committee Mogenson, Prohaska, & Pearson
- 6. Colorado Communities for Climate Action Pearson
- 7. San Miguel Authority for Regional Transportation (SMART) Magid, Mogenson, & Gomez

- 8. Telluride Historical Museum Prohaska
- 9. Collaborative Action for Immigrants (CAFI) Gomez
- 10. Mountain Village Business Development Advisory Committee (BDAC) Pearson & Duprey
- 11. Wastewater Committee Duprey & Magid
- 12. Housing Committee Duprey & Magid
- 13. Telluride Conference Center Committee Duprey & Magid
- 14. Miscellaneous Boards and Commissions
- 15. Mayor's Update

Council moved to agenda item 10.

Public Comment on Non-Agenda Items (18)

There was no public comment.

Other Business (19)

There was no other business.

There being no further business, on a **MOTION** by Jack Gilbride and seconded by Huascar E. Gomez (Rick), Council voted unanimously to adjourn the meeting at 7:50 p.m.

Respectfully prepared, Respectfully submitted,

Kim Schooley Susan Johnston
Deputy Town Clerk Town Clerk



TOWN OF MOUNTAIN VILLAGE

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

Agenda Item 5b

TOWN OF MOUNTAIN VILLAGE MINUTES OF THE APRIL 4, 2024 SPECIAL TOWN COUNCIL MEETING

The meeting of the Town Council was called to order by Mayor Marti Prohaska at 4:03 p.m. on Thursday, April 4, 2024. The meeting was held virtually with 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) (arrived at 4:15 p.m.)

Also in attendance were:

Paul Wisor, Town Manager
Michelle Haynes, Assistant Town Manager
Susan Johnston, Town Clerk
Kim Schooley, Deputy Town Clerk
Jim Loebe, Transit & Recreation Director
Chad Horning
Anton Benitez
Jim Royer
Park Brady

Executive Session for the Purpose of: (2)

a. <u>Determining Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations, and/or Instructing Negotiators, for the Operations, Maintenance and Financing of the Current and Future Gondola Under C.R.S. Section 24-6-402(4)(e)</u>

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

a. Determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, for the operations, maintenance and financing of the current and future gondola under C.R.S. section 24-6-402(4)(e)

at 4:04 p.m.

There being no further business, on a **MOTION** by Jack Gilbride and seconded by Huascar E. Gomez (Rick), Council voted unanimously to adjourn the meeting at 5:10 p.m.

Respectfully prepared, Respectfully submitted,

Kim Schooley Susan Johnston Deputy Town Clerk Town Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, COLORADO AND THE TOWN OF MOUNTAIN VILLAGE, COLORADO, CONCERNING NOXIOUS WEED MANAGEMENT AND CONTROL SERVICES

THIS INTERGOVERNMENTAL AGREEMENT (the "IGA") is made and entered into this day of May 2024 (the "Effective Date") by and between the COUNTY OF SAN MIGUEL, COLORADO, acting by and through the Board of County Commissioners (the "County"); and the TOWN OF MOUNTAIN VILLAGE, COLORADO, acting by and through the Town Council, hereinafter referred to as "Town".

RECITALS

WHEREAS, pursuant to the Colorado Constitution, Article XIV, Section 18(2)(A) and C.R.S. § 29-1-201, et seq., any political subdivision of the State of Colorado may cooperate or contract with another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting entities, including the sharing of costs, the imposition of taxes, or the incurring of debt, but only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve.; and

WHEREAS, pursuant to C.R.S. § 35-5.5-101, *et seq.*, the Colorado Noxious Weed Act ("the Act"), the County is authorized and required to adopt and implement a noxious weed management plan for the unincorporated lands within San Miguel County; and

WHEREAS, pursuant to the Act, municipalities, and counties may cooperate in the exercise of any or all of the powers and authorities granted by the Act; and

WHEREAS, C.R.S. § 35-5.5-104 states that it is the duty of all persons to use integrated methods to manage noxious weeds if the same are likely to be materially damaging to the land of neighboring landowners; and

WHEREAS, it is critical that noxious weed control efforts be coordinated between the County and other local governments because a patchwork of control efforts reduces the efficiency of the County Plan and statutory mandates; and

WHEREAS, noxious weeds are non-native in Colorado. Not only do they devalue property and provide no food for wildlife, they can also lead to poor soils and increased risk of wildfires; and

WHEREAS, noxious weeds are a threat to the natural resources of Colorado, as thousands of acres of crop, rangeland, and habitat for wildlife and native plant communities are being destroyed by noxious weeds each year; and

WHEREAS, pursuant to such mandate in the Act, the County, by and through the San Miguel County Weed Advisory Board, has developed and adopted the San Miguel County Weed Management Plan (the "County Plan"), a copy of which is available from the County upon request; and

WHEREAS, the County Plan describes, among other things, certain parts of the County that are encompassed thereby; and

WHEREAS, the San Miguel County Vegetation Control and Management (VC&M) supports a healthy community by using the least toxic and most effective herbicides throughout the County to control the growth and spread of noxious weeds; and

WHEREAS, VC&M is committed to only use the amount of herbicide required to treat the area where a noxious weed is located or the application site; and

WHEREAS, in order to minimize the possibility of drift off the application site, the spray truck does not run in high winds and nozzles are aimed down at the ground and are situated less than three (3) feet above the ground; and

WHEREAS, the Town and the County agree that such work shall be performed under the terms and conditions set forth in this IGA; and

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the County and the Library hereby agree as follows:

SECTION I DESCRIPTION OF WORK

VC&M shall be the ("County Representative") for this ICA and agrees to work cooperatively with Town staff, furnish the labor, equipment, material, supplies, tools, supervision, and consultation services that are reasonably necessary to manage noxious weeds on the property based on the species present from the previous year's management efforts and current visual inspection. Before the application of herbicides, the County Representative will consult the Town Representative and verify that the Town wishes the County to apply herbicide treatment in the recommended areas. Every effort will be made to use other methods of non-chemical removal if appropriate for the species present at the site or as requested by the Town. At the time of application, the County Representative will conduct a new visual inspection of the noxious weeds present, which will be included in the invoice for services and referred to as the "County Report".

If, during the application of herbicide, the County Representative has a question on the locations to receive herbicide treatment, the County Representative shall contact the Town Representative and request further clarification on the property to receive herbicide application. Should the Town receive such a request, the Town will make a good faith and timely effort to provide the County Representative with assistance in identifying the appropriate location for herbicide application as time is of the essence. Should the Town decide not to allow the County to treat noxious weeds on its property as recommended by the County Representative, the Town understands that it is still legally responsible for managing them itself (C.R.S. § 35-5.5-104).

The Town shall be responsible for providing proper public notice regarding the application of herbicide in the Town, including an appropriate physical posting as well as publication ideally no less than two (2) days in advance.

Representatives for Mountain Village and the County are:

Mountain Village:

J.D. Wise, Public Works Assistant Economic Development & Sustainability

Director

Town of Mountain Village

455 Mountain Village Blvd. Suite A

Mountain Village, CO 81435

Cell: (970)708-0215 Phone: (970)369-8235

Email: jwise@mtnvillage.org

County:

Julie Kolb, Manager

San Miguel County Vegetation Control & Management

P.O. Box 130

Norwood, CO 81423 Cell: (970)708-0084 Phone: (970)327-0399 Fax: (970)327-4090

Email: juliek@sanmiguelcountyco.gov

SECTION II PAYMENT

The County and the Town agree that the County may be compensated at a rate of \$85.00 per hour for UTV, ATV, or Truck application (for one county technician) and \$110.00 per hour (when the County provides 2 technicians); and \$65.00 per hour for the County Representative's time spent on the annual survey work; plus the costs of all materials and herbicides, not to exceed a total of six thousand (\$6,000.) dollars for services requested on public properties.

At the end of the field season, the County will provide the Town with the "County Report" within ninety days after the last day of the month within which work was performed. This report shall also serve as the invoice for payment due and shall include a list of the hours spent by the County in performing the duties under this IGA, the costs for all materials and herbicides, the noxious weed species treated, recommendations for reseeding, and recommendations for noxious weed mitigation treatments the following year.

The Town shall pay to the County the full amount of any invoice within thirty days of receipt.

SECTION III TERM

This IGA shall be effective as of the Effective Date and shall terminate on December 31, 2024, unless otherwise extended by the mutual written agreement of the parties. Unless otherwise provided in any agreement to extend this IGA, all terms of this IGA shall continue to govern and control the relationship of the parties for the duration of any such extension.

SECTION IV TARGETED FLORA

The County and the Town agree that targeted weeds encompassed by this IGA shall be any and all invasive noxious weeds found on the State of Colorado's Noxious Weed List, with particular attention paid to the A list and B list species, those on the County Weed List, and those of specific concern to the Town of Mountain Village.

SECTION V RELATIONSHIP OF PARTIES

The County and the Town intend that an independent contractor relationship will be created by this IGA. The Town is interested only in the results to be achieved by the mapping project and the possible control, including herbicide application. The method and control of the work will be within the scope of the County's responsibility, subject to compliance with all applicable State and Federal statutes, rules and regulations, and the requirements of this IGA. However, the work contemplated must meet the approval of the Town Representative and shall be subject to the Town Representative's general right of inspection and supervision to ensure the satisfactory completion thereof. The County is not entitled to any of the benefits that the Town provides to its employees, including, but not limited to, any federal or state withholding taxes, FICA, insurance in any form, retirement plans, worker's compensation, or unemployment compensation.

SECTION VI LIABILITY

The Town agrees to release, save and hold harmless the County from any and all harm, liabilities, claims, injuries, damage, or loss arising from the performance of this IGA.

The County agrees to release, save, and hold harmless the Town from any and all harm, liabilities, claims, injuries, damage, or loss arising from the performance of this IGA.

SECTION VII NON-ASSIGNABILITY

The County and the Town agree that this IGA or any interest therein shall not be assigned, delegated, or transferred without the prior written consent of all parties hereto.

SECTION VII SECTION VIII EFFECT OF AGREEMENT

Each and every clause and covenant of this Agreement shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively.

SECTION VIII SECTION IX AMENDMENTS

This IGA represents the entire integrated and merged understanding of the parties and no prior or contemporaneous term, condition, promise, or representation regarding the subject matter of this IGA shall be of any legal force or effect unless set forth herein in writing or in a written amendment or addendum hereto.

The County and Town agree that any modifications or alterations of or additions to or changes in any term, condition, or agreement contained herein shall be void and not binding on either of the parties unless set forth in writing and executed by both parties.

SECTION IX SECTION X LICENSE AND INSURANCE

The County warrants to the Town that the authorized County Representative for herbicide application possesses a valid Applicator's License. The parties further agree, without waiving any governmental immunity protections to which they and their officials or employees are entitled under the applicable provisions of the Colorado Governmental Immunity Act, §24-10-101, C.R.S., et seq., ("CGIA") to obtain adequate insurance to cover the liability and other risks to which they may be exposed as a result of the services to be provided pursuant to this IGA if either of the parties does not already have such insurance, and to maintain such insurance throughout the term of this IGA. Any such liability insurance coverages shall meet or exceed the minimum coverage requirements outlined in the CGIA, and each party shall have the other party endorsed as an additional insured on their respective public entity liability insurance coverages and provide such other party with a current certificate of insurance evidencing such liability insurance coverages and the endorsement of the other Party as an additional insured.

SECTION X SECTION XII FORCE MAJEURE

It is agreed that the Town shall excuse the County of its performance and obligations due to any of the following occurrences: acts of God; strikes; lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of

America or of the State of any of their departments, agencies, or officials or any civil or military authority; insurrection; riots, landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes, or canals; or any other cause of event not within the control of the County that prevents its performance of its obligations.

SECTION XII SECTION XIII PROPERTY OWNERS

The County and Town shall give due consideration to the interests of property owners and tenants wherever involved and shall conduct the work to be performed hereunder in a manner causing a minimum of inconvenience and injury to said property owners or tenants. The Town shall provide and maintain a safe condition at crossings of public roads, private roads, and entrances that may be open for the work hereunder to be performed. The Town shall provide and maintain work conditions that comply with the normal requirements and regulations involving the application of spray herbicides.

IN WITNESS WHEREOF, the respective parties have entered into and executed this IGA as of the Effective Date.

BOARD OF COUNTY COMMISSIONERS SAN MIGUEL COUNTY, COLORADO

	By: Lance Waring, Chair
ATTEST:	Lance waring, Chair
Carmen Warfield, Chief De	eputy Clerk to the Board
Reviewed by the County A	ttorney as to form:
Amy T. Markwell	
	TOWN OF MOUNTAIN VILLAGE, COLORADO
	By:
ATTEST:	raar wisor, rown manager <u>imarmique rronaska, mayor</u>
Susan Johnston, Town Cler	k

Town of Mountain Village

Date: 4/18/2024 **To:** Town Council

From: JD Wise, Economic Development & Sustainability Director

Susan Johnston, Town Clerk

RE: Appointment of Multiple Seats for the Plaza Vending Committee

Consideration of Appointments to the Plaza Vending Committee

At the March 2024 regular Town Council meeting, Council voted unanimously to re-create the Town of Mountain Village Plaza Vending Committee and approve the by-laws and regulations. At this meeting, Council will appoint the Plaza Vending Committee members.

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 brick and mortar food and beverage business
- 4. One member from a Mountain Village plaza vending business
- 5. The Economic Development and Sustainability Director, or their representative

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.

All member seats need to be appointed according to the terms above. Letters of interest have been received from Jason Smith, Lauren Schreiber, Stanya Gorraiz, Erica Jurecki, Neal Elinoff, Bertrand Marchal, Alberto Tames, and Gregory Shawcroft. Letters are attached.

At-Large Applicants	Brick & Mortar Food & Bev Applicants	Vending Applicants
Lauren Schreiber	Stanya Gorraiz	Jason Smith
Neal Elinoff	Erica Jurecki	Bertrand Marchal
		Alberto Tames
		Gregory Shawcroft

Suggested Motion:

Motion to appoint:

1.	as the Town Council member for a two-year term,
2.	as the Mountain Village community at-large member for a two-year term,
3.	as the Mountain Village brick and mortar food and beverage business member for a one-year term,
4.	as the Mountain Village plaza vending business member for a one-year term, and
5	as the Economic Development and Sustainability Director, or their representative member

From: Jason Smith
To: mvclerk

Subject: Applicant for vending committee

Date: Thursday, April 4, 2024 11:58:15 AM

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

I am interested in applying for one of the vending committee positions - representing the vending community.

I am one of the owners of The Wok of Joy. I was involved as a food cart vendor within the MV Plaza Vending program for 3 years prior to opening a brick and mortar restaurant in Telluride serving our take out Thai food. We are now about to return to food vending in the MV core this June and I believe I can bring a lot of insight to the group in terms of what our communities need and how to implement these needs.

Food vendors are a crucial part of the food scene in Mountain Village for many reasons. I want to strengthen the existing vending program and try to develop it into something even better in the coming years so that the village core can remain an attraction for locals and visitors alike.

Thanks Jason Smith From: <u>Lauren Schreiber</u>

To: <u>mvclerk</u>

Subject:Plaza Vending Committee ApplicationDate:Thursday, April 11, 2024 11:02:05 AMAttachments:Lauren Schreiber Resume 3 30 24.pdf

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

Good Afternoon,

I hope this email finds you well. My name is Lauren Schreiber and I am the current Experience Curator at Madeline hotel. I may have only been in Telluride since December 2023 but I would love to get more involved with the community and bring a new perspective on how vendors can increase revenue as well as support one another in the process.

Molly Norton reached out to let me know about this committee and I would love to be considered! Attached is my resume as well as events I have worked on in the past for reference.

Work:

Paramount - Event Logistics - Boston, MA 2023

Harvard University - Production Assistant - Boston, MA 2023

In Between Days - VIP Manager - Quincy, MA 2023

48 Hour Film Project - Assistant Producer / Actress - Newburyport, MA 2023

Unilever NSM - Account Executive/ Production - Orlando, FL 2023

Ben and Jerry's x Chance the Rapper Tour - Account Executive/ Production - Brooklyn, NY 2023 Ben and Jerry's x Colin Kaepernick Tour - Account Executive/ Production - Orlando, FL 2023 JBL Snow Party - Event Logistics - Park City, UT 2023

Rhinestone Cowboy Christmas - Event Logistics/ Hospitality - Portsmouth, NH 2022

JBL Dreamhack - Event Manager - Atlanta, GA 2022

JBL Fest - Event Logistics/ Hospitality - Las Vegas, NV 2022

Doja Cat Soundcheck - Hospitality - Los Angeles, CA 2022

JBL MVAAFF - Account Executive/ Hospitality - Martha's Vineyard, MA 2022

Red Bull Dance your Style - Event Logistics/ Hospitality - Boston, MA 2022

Locales Tacos Y Tequila - Marketing/ Social Media - Hingham, MA 2022

Bamsfest Stage Production Manager - Boston, MA 2022

JBL MVAAFF - Account Executive/ Hospitality - Martha's Vineyard, MA 2021

Bamsfest - Event Manager - Boston, MA 2021

Everybody Water - Director of Operations/ Experience Manager - MA, VT 2021 -2022

Bamsfest - Volunteer 2018 - Site Ops - Boston, MA 2019

Boston Ballet Gala - Event Manager - Boston, MA 2019

New England Zoo Gala - Event Manager - Boston, MA 2019

Abiomed Annual Conference - Event Manager - Boston, MA 2018

Boston Philharmonic Orchestra Gala - Boston Ma 2018

New England Conservatory of Music Gala - Event Manager - Boston, MA 2019

Levitate - Ticketing - Marshfield, MA 2019

Hubweek - Project Manager - Boston, MA 2018

Newport Folk Festival - Ticketing - Newport, RI 2018

Festival at the Farm - Vendor Management - Canton, MA 2017

X-Games - Event Staff Native Roots - Aspen, CO 2016

Snowriders - Event Staff - MA, VT, ME 2012-2016

LAUREN SCHREIBER | EXPERIENCE CURATOR AUBERGE RESORTS COLLECTION

Lauren Ann Schreiber

Event Producer and Experience Manager

Lauren.Schreiber7@gmail.com | (508) 768-5772 | Linkedin| Telluride, Colorado

Seasoned event professional with experience leading teams in developing, managing, and executing experiential events for music festivals, higher education and non-profit organizations. Events and programs range in size from high-touch board meetings to large, multi-day conferences and festivals across physical, digital, and virtual environments. With a passion for bringing ideas to life, I'm always striving to deliver impactful and memorable experiences for all attendees.

Professional Experience

EXPERIENCE CURATOR | Telluride, CO

Hospitality & Experiential Events | 09/2023 - Present

• Curating one of a kind experiences for Madeline Hotel with Auberge Resorts Collections. Focus on luxury hospitality and giving working with guests through their entire journey. Working closely with all departments on SOP's and every guest interaction. Curation of Shoppe collections and pop ups to increase revenue.

CONTRACT EVENT PRODUCER | USA

Hospitality & Experiential Events | 09/2019 - Present

Dedicated and accomplished contract professional with a strong background in event management, design and
execution. Solid reputation for superior customer service and consistently recognized for the ability to manage
multiple projects simultaneously. Professional portfolio includes designing creative solutions for complex clients in
a variety of industries including corporate and real estate both domestically and internationally. Seeking
opportunities to provide valuable and unique event solutions for you and your team.

TRIGGER(HOUSE | Portsmouth, NH

SR Account Manager/ Event Producer | 03/2021 - 10/2023

- Frontline position responsible for interacting substantially with internal and external clients in a professional and supervisory role to develop and execute custom, multi-million-dollar programs
- Responsible for the successful management of multi-million-dollar budgets and event success metrics
 Clients Include (JBL Audio, Ben & Jerrys, Harley Davidson, Boston Beer Company)

BAMSFEST | Boston, MA

Stage Production Manager | 10/2020 - 6/2022

• Independently facilitate communication across all creative and technical departments. Act as a right hand to the director. Oversee sets, props, lights, and sound. Facilitate all technical cues during performances.

EVERYBODY WATER | COHASSET, MA

Experience Manager | 09/2020 - 3/2022

Facilitate communication across specific markets for delivery and sales. Act as ambassador for the brand.
 Oversee deliveries, events and social marketing for brand.

AE EVENTS | BOSTON, MA

Events Manager | 09/2018 - 10/2019

Independently executed Gala Events while instituting new cost-saving and sustainability practices ● Established, tracked, and analyzed performance and engagement metrics, preparing and distributing reports ● Clients range from nonprofit, corporate, to private clients. Full-service event planning with a focus on bringing a client's vision to life. Most notably the Boston Ballet, New England Zoo, 826 Boston and the Boston Philharmonic Orchestra.

HUBWEEK | BOSTON, VA

Project Manager | 09/2018 - 10/2018

Responsible for organizing and executing the cultural programming for HUBweek 2018. Programming includes

performing arts of all kinds, DJ/VJ, film, and a wide range of musical and visual artists. Working directly with the Director of Art and Creative Initiatives to serve as a direct liaison and support to creative talent.

TEAMBONDING | STOUGHTON, MA

Senior Corporate Event Manager| 07/2015 - 09/2018

• Responsible for full-cycle event management for a diverse portfolio of custom team building programs across the United States and globally. Portfolio includes over 35 team building events monthly with an average of 1500 participants. Clients include Fortune 500 companies seeking high-touch customer service and creative solutions.

Education

University of Massachusetts - Dartmouth
Bachelor of Arts in Philosophy & Political Science | 05/2010

Certifications

200 HR - YTT 2020 - Present TIPS 2015 - Present CPR - 2020 - Present

568 Mountain Village Blvd Telluride, CO 81435

P+1.970.369.0880

 $\underline{lauren.schreiber@aubergeresorts.com}$

https://aubergeresorts.com



From: <u>Stanya & James Gorraiz</u>

To: <u>mvclerk</u>

Subject: Plaza Vending Committee Consideration

Date: Sunday, April 14, 2024 3:43:31 AM

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

Hello,

My name is Stanya Gorraiz and my husband James and I own Shake N Dog Grub Shack, a brick and mortar culinary operation in the Mountain Village Core. I am extending my interest in joining the Plaza Vending Committee. We have been serving the locals and guests of Mountain Village for over five years now and have a keen sense of what makes working in the area successful. I personally have been very active in the TMVOA merchant meetings and have also served on the BDAC committee so I pride myself as someone who takes an active role in the business community of Mountain Village. I believe I have a voice that can offer great perspective and insight and I would be honored to be selected for this role so to better serve Mountain Village and further its success. Without brick and mortar businesses, the community would suffer greatly. So the involvement of our type of business does factor in a massive way and I look forward to the opportunity to volunteer my time and energy to advance Mountain Village in any way I can.

Thank you,

Stanya Gorraiz G6 Culinary Concepts, LLC 9705191708 cell Erica Jurecki
11 Spring Creek Drive
Mountain Village, Colorado 81435
Tracks Cafe & Bar, Inc
President/Owner/operator
970-708-9051

To Whom it may Concern,

Hello, my name is Erica Jurecki and I am sending you this letter as a 'Letter of Interest' for an opportunity to be nominated to serve on the Plaza Vending Committee.

Here is some background information about me. I am the sole owner/operator of Tracks Cafe and Bar. My late husband, Jeff Jurecki and I opened Tracks in 2005. It has now been 19 years since Tracks began business and serving Mountain Village guests. We are a quick service style restaurant geared towards serving fresh food and drinks in a casual welcoming environment.

I moved to Telluride in 1996 one week after the Gondola and the Franz Klammer opened. My first job in Telluride was as a food runner in the great room bar at The Peaks Resort and Spa. I was 24 years old. I remember walking a dirt path from the gondola station area to The Peaks. The building Tracks is located in was not built yet nor was the Madeleine or the Conference Center. I was employed with The Peaks for 6 years and was mostly involved with their Food & Beverage management team. In the early 2000's I was recruited by The Excelsior Cafe in Telluride and worked as the General Manager for the Cafe and its sister restaurant The Blue Point. My partner Jeff started working at the "the Crunchy Porcupine" (which is now Tracks) and helped the owners start their restaurant business. After a couple of years the owners decided Telluride was not for them and offered for us to purchase their business. After pulling many strings we made it happen and soon changed the name to Tracks Cafe and Bar.

Tracks is located in the Heritage core of Mountain Village. When we opened in 2005 there were 2 vending carts(hot dog and crepe cart) that were allowed to park on "the Beach", the edge of Misty Maiden on the pavers in the Heritage core. Skiers Union (now Tomboy) closed and Telski opened a restaurant there. Telski did not want the carts parked in front of them so the Town had the cart location push back and park in front of Tracks. Eventually, as time passed, the 2 carts spots became 7 cart spots.

Being a brick and mortar business owner in the Town of Mountain Village for 19 years and being a year round resident of Mountain Village for 21 years I would like to request the opportunity to represent the brick and mortar sector on this Plaza Vending Committee. I would like to offer my many years of experience watching and contributing to the evolving changes of the core and to be a part of the future evolution of Mountain Village. Mobile businesses play a part in that evolution.

Thank you for your consideration of nominating me to this committee.

Best Regards,

Erica Jurecki

President/Owner

From: neal elinoff
To: mvclerk

Subject: vending cart committee, MV residential rep **Date:** Monday, April 15, 2024 10:16:32 AM

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

Throw my name into the hat.

The Elinoff gallery has been in business since 1991. I personally got started in the push cart business in Denver in 1977 and in fact, a sheet metal factory on South Santa Fe in Denver built my first pushcarts and that company later became Carts of Colorado, the nation's largest push cart manufacturer. Before I sold my share in the business to my brother and moved to Texas, we had carts in the Denver Zoo, Pepsi center and Mile High sports center as well as public venues such as City Park and more. I'm currently in the restaurant business (Alpinist and the Goat) retail business and long and short term rentals business managing my own properties as well as having an ATM vending business.

Although I'm looking forward to getting out of retail in the near future, I want to continue to have input in the local community.

Neal Elinoff president Elinoff & Co. Gallerists and Jewelers 204 West Colorado Ave. PO Box 2846 Telluride, CO 81435

work: 970-728-5566; fax: 970-728-5950; cell: 970-708-0679



Virus-free.www.avg.com

From: Bertrand Marchal

To: <u>mvclerk</u>

Subject: Vending committee member request **Date:** Tuesday, April 16, 2024 11:22:33 AM

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

Dear Town of Mountain Village Vending Committee,

I am writing to express my interest in becoming a member on your Vending Committee. I am the owner of Place des Crepes and have had this business in the Mountain Village Plaza area every winter since 2001. I was the first to have a cart in Mountain Village and I have been doing everything I can to maintain a professional and conscientious business. I also understand that all of the vending carts are often regarded in one group and the idea of creating and maintaining an enforceable set of rules and standards is definitely of interest to me. I love the idea of having the carts but I also love the idea of all of us being professional, neat, and consistent. I also very much understand the constraints and limitations of maintaining a cart business in the Village core. These all make me a potentially valuable member of your committee who will be able to contribute thoughtful insight to the issues the carts and the Mountain Village face.

Thank you for your consideration. I look forward to hearing from you!

Sincerely,

Bertrand Marchal PO BOX 2347 Telluride CO 81435 www.telluridecater.com www.cobblesandcorks.com (970)708 2661

To whom it may concern

Hello

My name is Alberto Tames and I'm the proud owner of Latin Creations, I want to submit this intention letter for one of the seats in the committee. We have been in business in mountain village for the last three years, we couldn't be more happy to belong to this beautiful community, I would like to get more involved in the vending committee to add, help and learn from challenges we have experienced within te last years. I have over twenty ears of experience in food and beverage and I have been lucky enough to own several restaurants and taco shops mostly in Mexico City and puerto Vallarta. I'm looking forward to enrich our visitors experience to the best of my ability.

Sincerely Alberto Tames 9709750629

To Mountain Village Town Council Members:

Id like to start off by introducing myself, my name is Gregory Shawcroft. This Letter is my intent for running for the open seat position for the vendor cart panel. The seat I would like to apply for would be representing all the food carts best interests.

I do have quite an extensive history not only vending here in Telluride and Mountain Village, but also vending in big festivals and events across Colorado on a bigger food truck/trailer scale. My food cart vending history starts right out of high school the summer of 2014 with the gyro cart. And vending two summer seasons in town of Telluride and one winter in Mountain Village. After the gyro cart I moved to Denver and opened a food trailer with my uncle and we spent the summer traveling every weekend to different festivals and events. The Winter of 16/17 I moved back to Telluride and started working in the rental shops with the idea of opening a much needed ice cream food cart in Telluride. I operated the ice cream cart for the next 7 summers until the opportunity arose for me to step aside and open the now Cheeze Cart. The summer of 23 I opened The Cheeze Cart in Telluride and had a very successful first summer. Also getting involved in events with Town of Telluride and Catering private events. I just completed the first winter in Mountain Village with The Cheeze Cart and it turned out better than I had expected!

For this summer I will be moving The Cheeze Cart back down to Telluride and I have been accepted for the Market on The Plaza for this summer and look forward to seeing what the summer in Mountain Village has to offer.

In conclusion, I feel with my extensive knowledge of the vending programs in each town i bring a valuable asset to the food cart vendors as a representative of them. And will have the best interest in mind for the vendors as the seasons proceed forward.

Thank you,

Gregory Shawcroft



AGENDA ITEM 7 PLANNING & DEVELOPMENT SERVICE PLANNING DIVISON

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

TO: Mountain Village Town Council

FROM: Amy Ward, Community Development Director

FOR: Town Council Meeting of April 25, 2024

DATE: April 15, 2024

RE: Reappointment of Design Review Board Members Pursuant to Section

12.1.(b)(2) of the Town of Mountain Village Home Rule Charter

Overview

Section 12.1.(b) of the Town of Mountain Village Home Rule Charter states that the Design Review Board (DRB) shall consist of seven members appointed by the Town Council to two-year terms that overlap each other. In 2022, Town Council approved by Ordinance CDC amendments that changed the terms of DRB members from two years to four years to provide for longevity of the positions to allow for members to gain expertise in the tasks required of them by the Charter and the Community Development Code (CDC). Ordinance Nos. 2022-03 and 2022-11 were codified to allow for DRB terms to be four-year terms; however, this conflicts with the provisions of the Charter (which was not recognized by Town staff at the time). Due to a decision to delay Charter amendments that would provide consistent language between the CDC and Town Charter, the Town Council must review and reappoint members to the DRB to ensure continuity of membership for the Board.

In June of 2023, four members were appointed to terms that remain current; however, there are five members (four regular members and one alternate) whose terms per the CDC would end in 2026, but per the Charter would end in April of 2024:

Banks Brown (Chairperson)

• Dave Craige

Scott Bennett

• Jim Austin (Alternate)

Adam Miller

Design Review Board Consideration

At their regular meeting of April 4, 2024, the DRB members were made aware of the need to reappoint them to their seats due to the conflict between the Town Charter and an ordinance that extended terms legislatively (Ordinance Nos. 2022-03 and 2022-11). All current members and alternates at the end of their current term indicated that they desired to be reappointed to the DRB. When they were appointed to their current terms, the DRB members understood that they were being appointed to a four-year term, and due to this we are not opening up the DRB seats to the broader public at this time.

<u>Proposed Motion</u>
"I move to reappoint the following Design Review Board Members to two-year terms, expiring on April 23, 2026: Banks Brown, Scott Bennett, Adam Miller, Dave Craige, and Jim Austin as first alternate."



Business and Government Activity Report

For the month ending:March 31st 2024

•	For		nding:March	31st							
2024 2023 YTD											
A activites	MONTH	Monthly Change	YTD	MONTH	Monthly Change	YTD	Variance	Variance %			
Activity Village Court Apartments	MONTH	Change	110	MONTH	Change	110	variance	variance /6			
Occupancy Rate %	96.8%	-0.45%	97.42%	100.00%	0.91%	99.24%	-1.82%	-1.8%			
# Vacated Units	3	1	6	2	(1)	7	(1)	-14.3%			
# Work Orders Completed	25	3	67	14	(7)	55	12	21.8%			
# on Waiting List	160	(2)		179	(1)		(19)	-10.6%			
Public Works			mes unavailable	Ш		<u> </u>	(17)	-10.070			
Service Calls	607	141	1,681	435	103	1,301	380	29.2%			
Truck Rolls	105	9	247	25	(51)	266	(19)	-7.1%			
Snow Fall Inches	 	6	164	60	21	129	35	27.1%			
Snow Removal - Streets & Prkg Lots Hours		NA	na	1,002	265	2,601	NA	NA			
Roadway Maintenance Hours	 	NA NA	<u> </u>	55	38	88	NA NA	NA NA			
	 	276,000	na 67 270 000	10,895,000	1,657,000	73,351,000	(6,072,000)	-8.3%			
Water Billed Consumption Gal. Sewage Treatment Gal.	+	1,240,000	67,279,000 28,864,000	10,893,000	577,000	30,921,000	(2,057,000)	-6.7%			
Sewage Treatment Gal.			monthly amou		,		(, , ,				
Child Development Fund		_	er of children wi			o ii ween voi	эергешэег	,			
# Infants Actual Occupancy	6.23	(1.04)	i	4.06	(0.82)		2.17	53.5%			
# Toddlers Actual Occupancy	9.97	1.04	<u> </u>	10.15	(1.58)		(0.18)	-1.7%			
# Preschoolers Actual Occupancy	14.34	0.00		16.00	5.33	 	(1.66)	-10.4%			
	New parking r	ates, including	commuter and r	residential perm	its, went into a	ffect 12/23. Bus	routes in Janu	ary-March			
Transportation and Parking			t downs in those	•				<u> </u>			
GPG Parking Utilization (% of total # of spaces occupied)	78.8%	1.20%	74.6%	81.90%	-3.60%	80.9%	-6.3%	-7.8%			
HPG Parking Utilization (% of total # of spaces occupied)	53.7%	-4.10%	53.5%	90.60%	1.10%	86.8%	-33.3%	-38.4%			
Parking Utilization (% of total # of spaces occupied)	65.8%	-0.60%	63.3%	75.30%	-2.50%	74.1%	-10.8%	-14.6%			
Bus Routes # of Passengers	0	0	0	160	160	881	(881)	-100.0%			
Paid Parking Revenues	\$121,778	(\$3,102)	\$369,470	\$56,650	\$3,596	\$173,586	\$195,884	112.8%			
5			ps, Parking, Pla		-	Rental Properti					
Human Resources			la Operator II, 1			•	0 ,				
FT Year Round Head Count	96	(3)		91	(6)		5	5.5%			
Seasonal Head Count (FT & PT)	4	0	<u>i</u>	1	0	<u> </u>	3	300.0%			
Gondola FT YR, Seasonal, PT YR Head Count	51	(1)	<u>.</u>	50	(3)	 	1	2.0%			
Total Employees	151	 		150	 	!	1	0.7%			
Gondola Overtime Paid Hours	 	(4) 61	982	474	(7) 185	1,029		-4.6%			
	170	8	453	62	14	215	238	-†			
Other Employee Overtime Paid	+	÷	9					110.7%			
# New Hires Total New Hires	2	2	11	1	(3)	11	(2)	-18.2%			
# Terminations	2	(3)	11	4	3	7	4	57.1%			
Communications & Business Development					1	1	1				
Town Hosted Meetings	6	0	20	8	4	21	(1)	-4.8%			
Email Correspondence Sent	15	0		17	0	49	(2)	-4.1%			
E-mail List #	8,439	(65)		8,355	9	<u> </u>	84	1.0%			
Ready-Op Subscribers	2,203	0		2,130	6		73	3.4%			
News Articles	17	1	51	23	8	53	(2)	-3.8%			
Press Releases Sent	2	1	5	4	3	9	(4)	-44.4%			
Gondola and RETA								_			
Gondola # of Passengers	390,671	35,336	1,060,809	383,114	27,649	1,092,391	(31,582)	-2.9%			
Chondola # of Passengers	36,152	897	112,266	35,005	2,149	102,737	9,529	9.3%			
RETA fees collected by TMVOA	\$ 469,155	\$ (922,245)	\$ 2,845,845	\$ 992,554	\$ 222,514	\$ 2,174,937	\$670,908	30.8%			
Police											
Calls for Service #	547	12	1,656	555	192	1,311	345	26.3%			
Investigations #	30	4	71	22	2	61	10	16.4%			
Alarms #	†	(5)	35	9	(4)	35	0	0.0%			
Arrests #	 	4	10	4	(3)	12	(2)	-16.7%			
Summons #	†	+			r	9		-22.2%			
	 	(2)	7	3	2	1	(21)				
Traffic Contacts # Traffic Tieleste Written #		(2)	37 7	23	3	68	(31)	-45.6%			
Traffic Tickets Written #	4	4	i /	3	2	8	(1)	-12.5%			
Dadding Tiplant Waite	((0	210	1 707	0.50	410	1.040	(152)	7.007			
Parking Tickets Written # Administrative Dismissals #	+	210 26	1,787 230	852 2	418 (3)	1,940 8	(153) 222	-7.9% 2775.0%			



Business and Government Activity Report

For the month ending:March 31st 2024

					2024		2023			YTD or MTD Variance	
	Activit	y		MONTH	Monthly Change	YTD	MONTH	Monthly Change	YTD	Variance	Variance %
Building/Planning	7			•	•	Telluride per	mits are no longer	being issued by Mo	untain Village	•	
Community De	velopment Rever	nues		\$550,746	\$340,363	\$885,807	\$42,135	\$18,218	\$82,359	\$803,448	975.5%
# Permits Issue	d			12	(6)	43	28	6	86	(43)	-50.0%
Valuation of M	Valuation of Mtn Village Remodel/New/Additions Permits				(\$28,705,774)	\$57,326,080	\$6,851,177	\$6,548,977	\$7,442,777	\$49,883,303	670.2%
Valuation Mtn	Village Electric/F	Plumbing/Othe	r Permits	\$122,370	\$59,870	\$225,946	\$794,409	\$416,109	\$1,236,409	(\$1,010,463)	-81.7%
# Inspections C	ompleted			218	61	555	322	134	896	(341)	-38.1%
# Design Revie	w/Zoning Agend	a Items		10	(12)	42	20	(1)	48	(6)	-12.5%
# Staff Review	Approvals			47	27	108	38	27	61	47	77.0%
Valuation Tellu	ride Electric/Plui	mbing Permits		\$0	\$0	\$0	\$741,207	\$409,484	\$1,046,373	(\$1,046,373)	-100.0%
Plaza Services					l items are unavaila at the time of publis		oll system change o	over. Refuse and re	cycle statistics come	e from an outside so	urce and are not
Residential Ref	use		Pound	85,656	NA	315,822	86,671	9,256	322,801	(6,979)	-2.2%
Residential Rec	ycle		Pound	29,991	NA	110,078	31,344	2,795	118,304	(8,226)	-7.0%
Diversion Rate			%	25.93%	NA	25.85%	26.56%	-0.38%	26.82%	-0.97%	-3.6%
Vehicle Maintena	nce										
# Preventive M	aintenance Perfo	rmed		20	7	51	16	(4)	53	(2)	-3.8%
# Repairs Comp	oleted			31	9	77	28	6	72	5	6.9%
Special Projects	3			2	(2)	10	1	0	4	6	150.0%
# Roadside Ass	# Roadside Assists			0	0	0	0 (1)		2	(2)	-100.0%
Finance				2023 January bill	ing through July 202	24 will be reduced be	ecause of the Broad	lband sale.			
# Other Busines	# Other Business Licenses Issued			33	(12)	1,179	38	13	1,045	134	12.8%
# Privately Lice	nsed Rentals			2	(5)	93	6	4	113	(20)	-17.7%
# Property Man	agement License	d Rentals		0	(2)	532	0	(5)	496	36	7.3%
# Unique Prope	rty Advertiseme	nts Listings fo	r MV	685	1		626	4		59	9.4%
·	Billing Customer	rs		59.80%	-0.33%		64.15%	-1.08%	<u> </u>	-4.4%	-6.8%
# of TMV AR I	Bills Processed					3,291	2,346 48 6,947			(3656)	-52.6%
			ounts Receiva	ble					Other Stats		
	TMV Operatin (includes Gondo childe	la funding and	Utilities V	Water/Sewer	VCA Villago	ourt Apartments					
Current	\$1,004,496	85.1%	292,748	79.7%	\$7,419	77.1%					
30+ Days	15,133	1.3%	35,511	9.7%	1,038	10.8%	1				
60+ Days	98,606	8.3%	34,503	9.4%	436	4.5%					
90+ Days	8,902	0.8%	2,317	0.6%	731	7.6%	1	Population (estin	nated)	1,434	
over 120 days	53,874	4.6%	2,207	0.6%		0.0%	1	(Active) Register		695	
Total	\$ 1,181,011	100.0%	\$ 367,286	100.0%	\$ 9,624	100.0%	1	Assessed Proper		430,319,955	
			,,			Last Month -	1	1		, ,	
	Construction	on Parking	Total	All AR		crease) in AR					
Current	\$1,100	58.4%	\$ 1,305,763	83.7%	\$305,688	83.0%					
30+ Days	773	41.1%	52,455	3.4%	(64,472)	-17.5%					
60+ Days	9	0.5%	133,554	8.6%	120,140	32.6%					
90+ Days	- 1	0.0%	11,950	0.8%	5,572	1.5%					
over 120 days	- [0.0%	56,081	3.6%	1,286	0.3%					
Total	\$1,882	100.0%	\$ 1,559,803	100.0%	\$ 368,214	100.0%					



Memorandum

To: Town Council

From: Lizbeth Lemley, Julie Vergari

Date: April 18, 2024

Re: Town of Mountain Village Financial Statements through March 2024

Mountain Village Financials Statements through March 2024

General Fund Summary

The March financial statements as presented reflect the 2024 adopted budget prorated through March 2024. Also included are 2023, 2022 and 2021 actuals for comparison. Fund balances reported on the financials are unaudited and are subject to change.

As of March 31, 2024, general fund revenues of \$7.6 million exceeded budget by \$22,552 or .3%. Revenues compared to 2023, 2022 and 2021 revenues were 13%, 13% and 44% respectively. These increases are primarily the result of strong development revenues which offset a small decline in sales taxes and the timing of property tax receipts. Sales taxes accrued and collected through March 2024 were less than 3% under budget and 3% less than 2023.

General Fund operating expenditures through March totaled \$3.1 million and were \$261,800 or 7.8% under budget. Most of these savings appear to be timing variances and are not expected to carry throughout the year. Additional discussion of these variances is included on the General Fund Revenue and Expenditure Report in this packet.

Year to date, the General Fund Revenue and Expenditure report reflects a surplus of \$4.2 million and an estimated unreserved fund balance of \$22 million.

Transfers to other funds include:

Fund	Thi	s Month	YTD	Budget	YTD	Actual	Budget	Variance
Capital Projects Fund (From GF)	\$	6,713	\$	-	\$	6,713	\$	6,713
Child Development Fund	\$	27,323	\$	64,858	\$	80,895	\$	16,037
Conference Center Subsidy	\$	77,931	\$	130,466	\$	77,931	\$	(52,535)
Affordable Housing Development Fund (Monthly Sales Tax Allocation)	\$	163,319	\$	326,314	\$	434,938	\$	108,624
Vehicle & Equipment Acquisition Fund	\$	144,356	\$	269,571	\$	144,356	\$	(125,215)

Income transfers from other funds include:

Fund	This	Month	YTD	Budget	YTD	Actual	Budget	Variance
Overhead allocation from Broadband, W/S,		4.000		401 110		400.01.4		(0,000)
Gondola, VCA and Parking Services	\$	4,383	\$	491,513	\$	482,814	\$	(8,699)
*Tourism Fund	\$	36,504	\$	76,058	\$	79,240	\$	3,182
*This transfer is comprised of administrative	fees,	interest	, and j	penalties	collec	eted.		
Debt Service Fund (Specific Ownership								
Taxes)	\$	1,881	\$	5,807	\$	4,676	\$	(1,131)

Vehicle and Equipment Acquisition Fund – No Fund Income Statement Attached

Acquisitions to date were for a forestry ATV, Snowcat tracks, PD vehicle equipment, a P&R snow thrower and the Bobcat purchase exchange.

Capital Projects Fund - No Fund Income Statement Attached

\$6,713 related to the San Joaquin safety project has been expended.

Historical Museum Fund - No Fund Income Statement Attached

\$36,915 in property taxes were collected and \$36,174 has been tendered to the historical museum. The county treasurer retained \$741 in treasurer's fees.

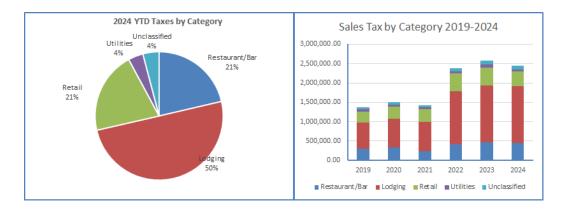
<u>Mortgage Assistance Fund - No Fund Income Statement Attached</u>

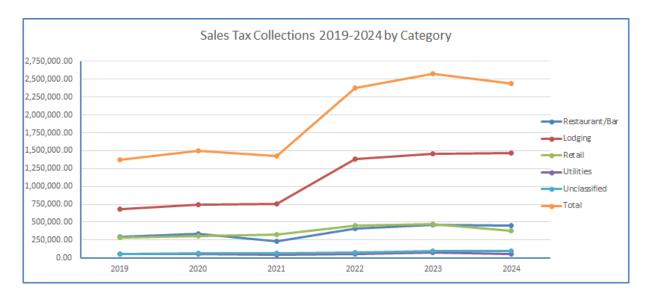
Interest revenue of \$1,352 has been received and legal/admin fees of \$878 have been expended. Mortgage assistance of \$30,000 was made and \$18,000 was repaid.

Sales Tax

The table below reflects actual sales tax collections through March 31, 2024, which represent February 2024 sales tax remittances. Sales taxes are collected one month in arrears. The year-to-date financial statements through March 2024 include accrued March sales tax amounts based on the approved budget. These amounts are trued up when collected in April.

		-	Γax Collecti	ion Summai	ry			
4.5% Tax	February 2019	February 2020	February 2021	February 2022	February 2023	February 2024	2024-2023 % change	2024-2019 % change
Restaurant/Bar	\$ 150,761	\$ 171,954	\$ 134,360	\$ 235,899	\$ 257,892	\$ 251,293	-2.56%	66.68%
Lodging	349,048	377,426	436,600	793,025	795,488	815,220	2.48%	133.56%
Retail	141,211	148,239	176,078	242,308	232,438	191,508	-17.61%	35.62%
Utilities	24,559	24,552	23,370	26,033	38,772	26,297	-32.18%	7.08%
Unclassified	27,354	30,530	31,301	47,943	50,303	49,387	-1.82%	80.55%
Total	\$ 692,934	\$ 752,701	\$ 801,709	\$ 1,345,207	\$ 1,374,893	\$ 1,333,705	-3.00%	92.47%
	YTD	YTD	YTD	YTD	YTD	YTD	2024-2023	2024-2019
4.5% Tax	2019	2020	2021	2022	2023	2024	% change	% change
Restaurant/Bar	\$ 293,542	\$ 338,012	\$ 237,553	\$ 408,293	\$ 467,129	\$ 448,344	-4.02%	52.74%
Lodging	687,606	744,499	759,636	1,384,697	1,460,919	1,464,709	0.26%	113.02%
Retail	284,210	303,195	325,247	450,774	476,529	377,321	-20.82%	32.76%
Utilities	52,041	51,089	47,470	53,283	73,255	55,948	-23.63%	7.51%
Unclassified	56,214	61,577	59,751	78,417	95,130	98,354	3.39%	74.96%
Total	\$ 1,373,613	\$ 1,498,373	\$ 1,429,657	\$ 2,375,463	\$ 2,572,962	\$ 2,444,675	-4.99%	77.97%





Tourism Fund

Business license fees of \$370,889 are over budget (13.3%). Penalties of \$8,631 were collected and transferred to the General Fund.

2024 restaurant taxes totaling \$198,125 have been recorded and 100%, less a 2% administrative fee, will be tendered to the airline guarantee program. \$1.3 million in lodging taxes were recorded and ½ of the lodging tax, less a 2% administrative fee, will be tendered to the airline guarantee program.

Lodging taxes are less than 1% over prior year and under budget by less than 1%. Restaurant taxes are under prior year and budget by 4.3% and 3.3%, respectively.

		1 OWII O	i Mountain Villaș	ge Colorado Lodgi	ng Tax Summary			
	2020	2021	2022	2023	2024	2023	2024	Budget
	Activity (4%)	Activity (4%)	Activity (4%)	Activity (4%)	Activity (4%)	Var %	Budget	Var %
January	325,337	272,725	523,260	591,486	576.823	-2.48%	591,774	-2.59%
February	334,936	358,584	700,805	708,132	723,205	2.13%	708,477	2.04%
March	212.698	476,051	759,281	722,313	-	-100.00%	722,665	NA
April	855	40,874	33,263	32,204	-	-100.00%	32,219	NA
May	784	51,474	81,855	33,735	-	-100.00%	33,752	NA
June	55,426	229,731	239,859	254,544	-	-100.00%	254,668	NA
July	242,927	412,650	371,297	367,082	-	-100.00%	367,261	NA
August	226,805	336,701	294,342	313,933	-	-100.00%	314,086	NA
September	173,096	323,713	299,591	289,587	-	-100.00%	289,728	NA
October	94,985	133,675	123,341	125,604	-	-100.00%	125,665	NA
November	38,597	71,435	55,744	54,734	-	-100.00%	54,760	NA
December	266,888	553,765	537,068	479,863	-	-100.00%	480,097	NA
Total	1,973,334	3,261,375	4,019,707	3,973,215	1,300,027	-67.28%	3,975,151	-205.77%
Tax Base	49,333,357	81,534,381	100,492,663	99,330,387	32,500,680		99,378,775	
		Town of M	ountain Village (Colorado Restaura	nt/Bar Tax Summa	ry		
	2020	2021	2022	2023	2024	2023	2024	Budget
	2020 Activity (2%)					•	2024 Budget	Budget Var %
January	Activity	2021 Activity	2022	2023	2024 Activity	2023		Var %
January February	Activity (2%)	2021 Activity (2%)	2022 Activity (2%)	2023 Activity (2%)	2024 Activity (2%)	2023 Var %	Budget	
	Activity (2%)	2021 Activity (2%)	2022 Activity (2%)	2023 Activity (2%)	2024 Activity (2%)	2023 Var %	Budget 91,886	-6.30%
February	Activity (2%) 73,576 76,476	2021 Activity (2%) 45,706 59,659	2022 Activity (2%) 76,624 104,748	2023 Activity (2%) 92,994 114,079	2024 Activity (2%)	2023 Var %	91,886 112,719	-6.30% -0.93%
February March	73,576 76,476 50,565	2021 Activity (2%) 45,706 59,659 82,463	2022 Activity (2%) 76,624 104,748 126,092	2023 Activity (2%) 92,994 114,079 130,164	2024 Activity (2%) 86,439 111,686	2023 Var %	91,886 112,719 128,612	-6.30% -0.93% NA
February March April	73,576 76,476 50,565 85	2021 Activity (2%) 45,706 59,659 82,463 5,733	2022 Activity (2%) 76,624 104,748 126,092 4,195	2023 Activity (2%) 92,994 114,079 130,164 3,718	2024 Activity (2%) 86,439 111,686	2023 Var % -7.05% -2.10% -100.00% -100.00%	91,886 112,719 128,612 3,674	-6.30% -0.93% NA
February March April May	73,576 76,476 50,565 85 553	2021 Activity (2%) 45,706 59,659 82,463 5,733 6,196	2022 Activity (2%) 76,624 104,748 126,092 4,195 5,901	2023 Activity (2%) 92,994 114,079 130,164 3,718 5,561	2024 Activity (2%) 86,439 111,686	2023 Var % -7.05% -2.10% -100.00% -100.00%	91,886 112,719 128,612 3,674 5,495	-6.30% -0.93% NA NA
February March April May June	73,576 76,476 50,565 85 553 9,040	2021 Activity (2%) 45,706 59,659 82,463 5,733 6,196 55,645	2022 Activity (2%) 76,624 104,748 126,092 4,195 5,901 60,810	2023 Activity (2%) 92,994 114,079 130,164 3,718 5,561 56,540	2024 Activity (2%) 86,439 111,686	2023 Var % -7.05% -2.10% -100.00% -100.00% -100.00%	91,886 112,719 128,612 3,674 5,495 55,865	-6.30% -0.93% NA NA NA
February March April May June July	73,576 76,476 50,565 85 553 9,040 37,654	2021 Activity (2%) 45,706 59,659 82,463 5,733 6,196 55,645 66,892	2022 Activity (2%) 76,624 104,748 126,092 4,195 5,901 60,810 74,492	2023 Activity (2%) 92,994 114,079 130,164 3,718 5,561 56,540 80,968	2024 Activity (2%) 86,439 111,686	2023 Var % -7.05% -2.10% -100.00% -100.00% -100.00% -100.00%	91,886 112,719 128,612 3,674 5,495 55,865 80,002	-6.30% -0.93% NA NA NA
February March April May June July August	73,576 76,476 50,565 85 553 9,040 37,654 37,777	2021 Activity (2%) 45,706 59,659 82,463 5,733 6,196 55,645 66,892 61,744	2022 Activity (2%) 76,624 104,748 126,092 4,195 5,901 60,810 74,492 67,110	2023 Activity (2%) 92,994 114,079 130,164 3,718 5,561 56,540 80,968 68,618	2024 Activity (2%) 86,439 111,686	2023 Var % -7.05% -2.10% -100.00% -100.00% -100.00% -100.00% -100.00%	91,886 112,719 128,612 3,674 5,495 55,865 80,002 67,800	-6.30% -0.93% NA NA NA NA
February March April May June July August September	73,576 76,476 50,565 85 553 9,040 37,654 37,777 32,718	2021 Activity (2%) 45,706 59,659 82,463 5,733 6,196 55,645 66,892 61,744 62,772	2022 Activity (2%) 76,624 104,748 126,092 4,195 5,901 60,810 74,492 67,110 64,352	2023 Activity (2%) 92,994 114,079 130,164 3,718 5,561 56,540 80,968 68,618 70,895	2024 Activity (2%) 86,439 111,686	2023 Var % -7.05% -2.10% -100.00% -100.00% -100.00% -100.00% -100.00% -100.00%	91,886 112,719 128,612 3,674 5,495 55,865 80,002 67,800 70,049	-6.30% -0.93% NA NA NA NA
February March April May June July August September October	73,576 76,476 50,565 85 553 9,040 37,654 37,777 32,718	2021 Activity (2%) 45,706 59,659 82,463 5,733 6,196 55,645 66,892 61,744 62,772 25,593	76,624 104,748 126,092 4,195 5,901 60,810 74,492 67,110 64,352 27,132	2023 Activity (2%) 92,994 114,079 130,164 3,718 5,561 56,540 80,968 68,618 70,895 31,600	2024 Activity (2%) 86,439 111,686	2023 Var % -7.05% -2.10% -100.00% -100.00% -100.00% -100.00% -100.00% -100.00%	91,886 112,719 128,612 3,674 5,495 55,865 80,002 67,800 70,049 31,223	-6.30% -0.93% NA NA NA NA NA
February March April May June July August September October November	73,576 76,476 50,565 85 553 9,040 37,654 37,777 32,718 19,674 8,215	2021 Activity (2%) 45,706 59,659 82,463 5,733 6,196 55,645 66,892 61,744 62,772 25,593 8,777	76,624 104,748 126,092 4,195 5,901 60,810 74,492 67,110 64,352 27,132 8,854	92,994 114,079 130,164 3,718 5,561 56,540 80,968 68,618 70,895 31,600 8,044	2024 Activity (2%) 86,439 111,686	2023 Var % -7.05% -2.10% -100.00% -100.00% -100.00% -100.00% -100.00% -100.00% -100.00% -100.00% -100.00%	91,886 112,719 128,612 3,674 5,495 55,865 80,002 67,800 70,049 31,223 7,948	-6.30% -0.93% NA NA NA NA NA NA

March			202	24			2023	2022	2021
		Budget	Budget	Budget	Annual	Budget	2023	2022	2021
	Actual YTD	YTD	Variance	Variance	Budget	Balance	Actual YTD	Actual YTD	Actual YTD
General Fund			(\$)	(%)	<u> </u>		l .	l	
Revenues									
Charges for Services	\$ 263,390	\$ 81,977	\$ 181,413	221.30%	\$ 1,514,179	\$ 1,250,789	\$ 49,049	\$ 132,936	\$ 184,394
Contributions	325,000	176,261	148,739	84.39%	495,000	170,000	2,319	20,994	-
Fines and Forfeits	220	2,727	(2,507)	-91.93%	7,576	7,356	1,410	82,900	-
Interest Income	244,658	138,168	106,490	77.07%	279,000	34,342	225,799	7,239	(40,599)
Intergovernmental	66,582	159,253	(92,671)	-58.19%	449,736	383,154	167,461	160,681	160,337
Licenses and Permits	180,536	78,347	102,189	130.43%	2,004,450	1,823,914	50,507	94,232	140,291
Miscellaneous Revenues	59,083	39,516	19,567	49.52%	170,794	111,711	38,536	21,858	8,172
Taxes and Assessments	6,437,183	6,877,851	(440,668)	-6.41%	21,021,004	14,583,821	6,152,867	6,187,255	4,818,464
Total Revenues	7,576,652	7,554,100	22,552	0.30%	25,941,739	18,365,087	6,687,948	6,708,095	5,271,059
Operating Expenses									
Legislation & Council	49,539	51,085	(1,546)	-3.03%	225,131	175,592	29,859	18,455	18,613
Town Manager	132,219	103,388	28,831	27.89%	493,350	361,131	145,654	74,225	74,045
Town Clerk's Office	77,447	87,049	(9,602)	-11.03%	361,145	283,698	78,263	69,709	71,144
Finance	503,519	529,575	(26,056)	-4.92%	1,428,022	924,503	306,311	393,476	351,837
Technical	115,176	120,524	(5,348)	-4.44%	723,400	608,224	83,347	95,399	79,040
Human Resources	135,911	143,820	(7,909)	-5.50%	736,542	600,631	99,631	78,528	73,478
Town Attorney	70,093	90,448	(20,355)	-22.50%	607,714	537,621	103,874	85,303	69,583
Communications and Business Development	102,244	102,448	(204)	-0.20%	555,846	453,602	74,076	86,266	84,239
Municipal Court	8,508	8,790	(282)	-3.21%	40,990	32,482	8,623	7,357	6,432
Police Department	385,496	377,197	8,299	2.20%	1,615,598	1,230,102	395,592	263,089	234,844
Community Services	16,143	16,197	(54)	-0.33%	80,318	64,175	11,227	12,511	11,544
Community Grants and Contributions	89,700	88,253	1,447	1.64%	151,253	61,553	89,038	91,150	48,838
Roads and Bridges	194,546	222,618	(28,072)	-12.61%	1,410,087	1,215,541	185,370	148,452	137,512
Vehicle Maintenance	120,309	131,458	(11,149)	-8.48%	523,029	402,720	130,335	104,614	86,870
Municipal Bus	56,598	59,475	(2,877)	-4.84%	505,702	449,104	30,263	49,019	13,416
Employee Shuttle Parks & Recreation	164,609	183,145	(18,536)	NA -10.12%	711,802	547,193	155,250	118,391	4,349 98,169
Plaza Services	416,426	522,739	(106,313)	-10.12%	2,181,083	1,764,657	448,231	362,011	304,673
Public Refuse Removal	17,680	18,353	(673)	-3.67%	74,962	57,282	14,075	9,061	15,122
Building/Facility Maintenance	131,369	105,760	25,609	24.21%	373,402	242,033	82,121	46,905	67,612
Building Division	91,673	147,093	(55,420)	-37.68%	871,530	779,857	94,110	103,325	53,058
Housing Division Office	· -	· -	-	NA	-	-	-	26,291	4,748
Planning and Zoning Division	212,157	243,727	(31,570)	-12.95%	1,729,602	1,517,445	161,862	155,785	74,878
Contingency		-	-	NA	95,000	95,000	-	-	
Total Operating Expenses	3,091,362	3,353,142	(261,780)	-7.81%	15,495,508	12,404,146	2,727,112	2,399,322	1,984,044
Surplus / Deficit	4,485,290	4,200,958	284,332	6.77%	10,446,231	5,960,941	3,960,836	4,308,773	3,287,015
Capital Outlay	99,173	557,211	(458,038)	-82.20%	1,797,740	1,698,567	54,570	63,113	58,130
Surplus / Deficit	4,386,117	3,643,747	742,370	20.37%	8,648,491	4,262,374	3,906,266	4,245,660	3,228,885
Other Sources and Uses									
Sale of Assets	-	-	-	NA	-	-	12,005	-	-
Insurance Claim Proceeds	-	-	-	NA	-	-	-	1,327	-
Transfer (To) From Affordable Housing Transfer (To) From Affordable Housing-Other	(434,938)	(326,314)	(108,624)	33.29% NA	(980,596) 4,344,189	(545,658) 4,344,189	(287,472)	(438,754)	-
Transfer (To) From Broadband	-	-	-	NA	-	-	-	-	(592,515)
Transfer (To) From Child Development	(80,895)	(64,858)		24.73%	(217,126)	(136,231)	(31,049)		-
Transfer (To) From Capital Projects	(6,713)	- (22	(6,713)	NA	(375,000)	(368,287)	(171)		
Transfer (To) From Debt Service	4,676	6,638	(1,962)	-29.56%	25,000	20,324	5,082	5,437	5,217
Transfer (To) From Overhead Allocation Transfer (To) From Parking Services	482,814	491,513	(8,699)	-1.77% NA	509,665 (648,364)	26,851 (648,364)	690,445	186,999	169,380
Transfer (To) From Conference Center	(77,931)	(130,466)	52,535	-40.27%	(1,130,668)	(1,052,737)	(57,289)	(64,966)	(37,513)
Transier (10) From Comercine Center	(77,931)	(130,400)	32,333	- 4 U.∠/70	(1,130,008)	(1,032,/3/)	(31,289)	(04,900)	(57,513)

						202	24					2023		2022		2021
			В	Budget	Bu	udget	Budget		Annual	Budget						2021
	A	ctual YTD		YTD		riance	Variance		Budget	Balance	Act	ual YTD	Ac	tual YTD	Ac	tual YTD
General Fund						(\$)	(%)		-	<u>, </u>						
Transfer (To) From Tourism		79,240		76,058		3,182	4.18%		135,894	56,653		81,555		70,510		62,129
Transfer (To) From Vehicle/Equipment		(144,356)		(269,571)		125,215	-46.45%		(1,198,285)	(1,053,929)		(123,698)		(153,509)		-
Transfer (To) From VCA		-		-		-	NA		(4,344,189)	(4,344,189)		-		-		-
Transfer (To) From Water/Sewer		<u>-</u>		<u>-</u>		<u> </u>	NA		-	<u> </u>		<u> </u>				
Total Other Sources and Uses		(178,103)		(217,000)		38,897	-17.93%		(3,879,480)	(3,701,378)		289,408		(422,751)		(666,019)
Surplus / Deficit	\$	4,208,014	\$	3,426,747	\$	781,267	22.80%	\$	4,769,011	\$ 560,996	\$	4,195,674	\$	3,822,909	\$	2,562,866
Beginning Fund Balance Components	A	ctual YTD					_	An	nual Budget							
Emergency Reserve	\$	5,989,213						\$	5,423,428							
Energy Mitigation Funds		162,609							189,451							
Unreserved		17,589,077							11,084,494							
Beginning Fund Balance	\$	23,740,899						\$	16,697,373							
YTD Ending Fund Balance Components																
Emergency Reserve	\$	5,989,213						\$	5,423,428							
Unreserved		21,959,700							16,042,956							
Ending Fund Balance	\$	27,948,913						\$	21,466,384							

Revenues

Taxes & Assessments - 35% of the annual budget for property taxes has been accrued/collected. Specific Ownership taxes are under budget. Sales tax is \$118,600 or less than 3% under budget. Construction use tax collections are \$389,700 or 366% over budget.

Licenses & Permits - Construction permits are over budget by \$95,600. Construction parking fees through this period are \$5,400 or 56% over budget.

Intergovernmental - Intergovernmental revenues are under budget in Road & Bridge taxes because of the timing of receipts.

Charges for Services - Development DRB and planning fees are over budget by \$156,500 and \$189,800 over last year.

Fines & Forfeitures - Fines are under budget by \$2,500.

Investment Income - Investment income is over budget by \$106,500 as a decrease in interest rates was projected for 2024, but has not occurred.

Miscellaneous Revenues - Plaza and vending carts rents are over budget \$7,900.

Contributions - A contribution from TMVOA for the hospital has been received.

Top Ten Budget Variances

Over Budget

Town Manager - \$28,831 Over budget in personnel costs.

Building/Facility Maintenance - \$25,609 Over budget in snowmelt boiler maintenance and Town Hall water damage repair.

Police Department - \$8,299 Over budget in personnel expenses due to the budget allocation by month.

Community Grants & Contributions - \$1,447 Over budget due to the timing of requests/payouts.

Under Budget

Plaza Services - \$106,313 Under budget in utilities due to the timing of invoicing and group insurance premiums.

Building Division - \$55,420 Under budget due to mainly to employee costs and consulting fees.

Planning & Zoning - \$31,570 Savings in personnel costs due to vacancies and master planning expenses.

Road & Bridge - \$28,072 Under budget mainly in facility expenses and gasoline.

Finance - \$26,056 Under budget in personnel costs due to a vacancy.

Town Attorney - \$20,355 Under budget in general legal expenses.

Town of Mountain Village Monthly Revenue and Expenditure Report March

			20	24			2023	2022	2021
	Actual	Budget	Budget	Budget	Annual	Budget	Actual	Actual	Actual
	YTD	YTD	Variance	Variance	Budget	Balance	YTD	YTD	YTD
			(\$)	(%)					
Tourism Fund									
Revenues									
Business License Fees	\$ 370,889	\$ 327,311	\$ 43,578	13.31%	\$ 362,500	\$ (8,389)	\$ 362,174	\$ 306,212	\$ 304,788
Lodging Taxes - Condos/Homes	1,613,119	1,411,410	201,709	14.29%	2,764,164	1,151,045	1,350,525	1,388,872	774,311
Lodging Taxes - Hotels	408,546	612,112	(203,566)	-33.26%	1,210,987	802,441	671,406	539,173	331,261
Lodging Taxes - Prior Year	-	-	-	NA	-	-	11,431	2,660	3,727
Penalties and Interest	10,037	9,350	687	7.35%	20,000	9,963	12,442	7,320	4,045
Restaurant Taxes	323,843	329,947	(6,104)	-1.85%	732,009	408,166	333,028	307,464	187,828
Restaurant Taxes - Prior Year	1,997	-	1,997	NA	-	(1,997)	2,727	2,707	84
Total Revenues	2,728,431	2,690,130	38,301	1.42%	5,089,660	2,361,229	2,743,733	2,554,408	1,606,044
Tourism Funding									
Additional Funding	-	-	-	NA	-	-	-	-	-
Airline Guaranty Funding	1,309,939	1,314,874	(4,935)	-0.38%	2,665,193	1,355,254	1,325,387	1,250,013	727,710
Marketing Funding	125,000	162,464	(37,464)	-23.06%	1,715,000	1,590,000	162,464	27,942	816,205
General Operating Expense	49,999	73,023	(23,024)	-31.53%	365,931	315,932	56,510	-	-
Total Tourism Funding	1,484,938	1,550,361	(65,423)	-4.22%	4,746,124	3,261,186	1,544,361	1,277,955	1,543,915
Surplus / Deficit	1,243,493	1,139,769	103,724	9.10%	343,536	(899,957)	1,199,372	1,276,453	62,129
Other Sources and Uses									
Transfer (To) From Other Funds	(79,240)	(76,058)	(3,182)	4.18%	(135,894)	(56,653)	(81,555)	(70,510)	(62,129)
Total Other Sources and Uses	(79,240)	(76,058)	(3,182)	4.18%	(135,894)	(56,653)	(81,555)	(70,510)	(62,129)
Surplus / Deficit	1,164,253	1,063,711	100,541		207,642	(956,610)			
Beginning Fund Balance	1,247,645	1,099,041			1,099,041				
Ending Fund Balance	\$ 2,411,898	\$ 2,162,752			\$ 1,306,683				

March

				202	24			2023	2022	2021
	<u> </u>			Budget	Budget	Annual	Budget			!
	Ac	tual YTD	Budget YTD	Variance	Variance	Budget	Balance	Actual YTD	Actual YTD	Actual YTD
				(\$)	(%)					
Parking Services Fund										
Revenues										
EV Station Revenues	\$	1,802			165.00% \$					\$ -
Fines and Forfeits		67,322	14,597	52,725	361.20%	62,000	(5,322)	19,955	21,675	13,445
Gondola Parking Garage		103,333	66,265	37,068	55.94%	358,700	255,367	35,835	52,006	35,018
Grant Revenues		-	-	-	NA	-	-	-	-	-
Heritage Parking Garage		91,415	118,302	(26,887)	-22.73%	316,000	224,585	109,829	116,960	106,390
Meadows Parking Lot		-	-	-	NA	93,000	93,000	-	-	-
Parking in Lieu Buyouts		-	-	-	NA	-	-	-	62,500	-
Parking Meter Revenues		16,450	20,429	(3,979)	-19.48%	57,800	41,350	10,232	14,759	10,152
Parking Permits		43,351	14,755	28,596	193.81%	79,900	36,549	17,690	4,365	3,585
Special Event Parking		-	-	-	NA	120,000	120,000	-	-	
Total Revenues		323,673	235,028	88,645	37.72%	1,089,900	766,227	194,397	272,265	168,590
Operating Expenses										
Other Operating Expenses		8,506	31,283	(22,777)	-72.81%	124,999	116,493	47,784	5,833	2,374
Personnel Expenses		67,387	63,078	4,309	6.83%	267,070	199,683	33,574	22,166	32,567
Gondola Parking Garage		16,225	15,788	437	2.77%	115,969	99,744	9,985	12,043	13,365
Surface Lots		23,734	24,848	(1,114)	-4.48%	110,900	87,166	23,325	1,469	11,331
Heritage Parking Garage		23,628	47,432	(23,804)	-50.19%	125,330	101,702	34,321	24,948	27,090
Meadows Parking				(==,==,)	NA	61,000	61,000			
Total Operating Expenses		139,480	182,429	(42,949)	-23.54%	805,268	665,788	148,989	66,459	86,727
Surplus / Deficit		184,193	52,599	131,594	250.18%	284,632	100,439	45,408	205,806	81,863
Capital										
Capital		-	-	- 1	NA	872,500	872,500	30,860	17,391	2,465
Surplus / Deficit		184,193	52,599	131,594	250.18%	(587,868)	(772,061)	14,548	188,415	79,398
Other Sources and Uses										
Sale of Assets		-	-	-	NA	-	-	-	-	-
Insurance Proceeds		-	-	-	NA	-	-	-	-	-
Overhead Allocation		(60,496)	(60,496)	-	0.00%	(60,496)	-	(60,496)	(11,856)	(9,623)
Transfer (To) From General Fund		-	-	-	NA	648,364	648,364	-	-	-
Total Other Sources and Uses		(60,496)	(60,496)	-	0.00%	587,868	648,364	(60,496)	(11,856)	(9,623)
Surplus / Deficit	\$	123,697	\$ (7,897)	\$ -	0.00% \$	-	\$ (123,697)	\$ (45,948)	\$ 176,559	\$ 69,775
Beginning Fund Balance	\$	520,783	\$ -	\$ 520,783						
Ending Fund Balance	\$	644,480								
Ending Land Datance	Φ	044,400	φ (7,097)	Φ 032,377						

Parking revenues are over budget by 37.7% due in part to the implementation of new parking rates. HPG revenues are under budget 22.7% and under prior year 16.8%. Parking meter (surface lots) revenues are under budget 19.5% but over prior year 60.8%. GPG is over budget 56% and over prior year by 188.4%. Parking fines are over budget 361.2%, and over prior year 237.4%, a portion of that is due to increased parking fines. General operating expenses are under budget in signage. GPG expenses are over budget in credit card processing fees. Surface lots are under budget in lease expense. HPG has budget savings in maintenance. There have been no capital expenditures to date.

Town of Mountain Village Monthly Revenue and Expenditure Report March

			202	24			2023	2022	2021
	•	Budget	Budget	Budget	Annual	Budget		•	
	Actual YTD	YTD	Variance	Variance	Budget	Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
Gondola Fund									
Revenues									
Capital/MR&R Grant Funding	\$ - 5	-	\$ -	NA	\$ 160,000	\$ 160,000	\$ -	\$ 6,460	\$ -
Event Operations Funding	4,233	-	4,233	NA	-	(4,233)	2,330	5,128	-
Event Operations Funding - TOT	-	-	-	NA	36,000	36,000	-	-	-
Miscellaneous Revenues	-	-	-	NA	-	-	-	-	-
Operations Grant Funding	-	-	-	NA	133,000	133,000	-	-	-
Sale of Assets	-	-	-	NA	-	-	-	-	-
Van Rider Revenues	-	-	-	NA	4,300	4,300	1,350	1,026	-
Insurance Proceeds	-	-	-	NA	-	-	-	-	-
TSG 1% Lift Sales	103,617	119,216	(15,599)	-13.08%	244,899	141,282	113,546	208,487	179,491
TMVOA Operating Contributions	1,356,972	1,545,798	(188,826)	-12.22%	5,538,657	4,181,685	1,211,390	998,258	892,233
TMVOA Capital/MR&R Contributions	95,835	126,582	(30,747)	-24.29%	347,500	251,665	71,311	127,608	226,209
Total Revenues	1,560,657	1,791,596	(230,939)	-12.89%	6,464,356	4,903,699	1,399,927	1,346,967	1,297,933
Operating Expenses									
Overhead Allocation Transfer	13,149	10,000	3,149	31.49%	40,000	26,851	10,339	9,039	8,582
MAARS	13,271	20,753	(7,482)	-36.05%	87,417	74,146	14,303	13,091	13,232
Chondola	42,569	103,389	(60,820)	-58.83%	285,523	242,954	70,085	77,486	76,682
Operations	711,294	840,349	(129,055)	-15.36%	3,103,389	2,392,095	666,284	573,996	486,381
Maintenance	467,358	474,628	(7,270)	-1.53%	1,780,353	1,312,995	425,953	369,708	320,276
FGOA	217,181	215,895	1,286	0.60%	540,174	322,993	141,652	169,579	166,571
Major Repairs and Replacements	7,280	67,207	(59,927)	-89.17%	190,000	182,720	71,311	134,068	208,916
Contingency		-	-	NA	120,000	120,000	-	-	-
Total Operating Expenses	1,472,102	1,732,221	(260,119)	-15.02%	6,146,856	4,674,754	1,399,927	1,346,967	1,280,640
Surplus / Deficit	88,555	59,375	29,180	49.15%	317,500	228,945	-	-	17,293
Capital									
Capital Outlay	88,555	59,375	29,180	49.15%	317,500	228,945	-	-	17,293
Surplus / Deficit	\$ - \$	-	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -

The gondola fund expenditures are 12.9% under budget. MAARS is under budget in personnel expenses and supplies. Chondola is under budget in personnel expenses and Telski terminal rebuild. Gondola ops is under budget in personnel costs. Gondola Maintenance is under in employee expenses, but over in parts. FGOA is over budget in communications. There have been expenditures for equipment replacement, two new vehicles, and station upgrades to date.

Town of Mountain Village Monthly Revenue and Expenditure Report March

March			202	24			2023	2022	2021
	Actual	Budget	Budget	Budget	Annual	Budget	Actual	Actual	Actual
	YTD	YTD	Variance	Variance	Budget	Balance	YTD	YTD	YTD
			(\$)	(%)					
Child Development Fund									
Revenues									
Infant Care Fees	\$ 31,294		10,684	51.84% \$,				
Toddler Care Fees	39,955	42,055	(2,100)	-4.99%	140,698	100,743	34,081	26,419	30,831
Preschool Fees	57,420	40,570	16,850	41.53%	232,739	175,319	27,382	37,824	38,078
Fundraising Revenues - Infant	685		661	2754.17%	3,550	2,865	20	-	-
Fundraising Revenues - Preschool	444	27	417	1544.44%	5,000	4,556	20	-	-
Fundraising Revenues - Toddler	440	50	390	780.00%	8,450	8,010	20	-	-
Grant Revenues - Infant	-	11,820	(11,820)	-100.00%	30,000	30,000	17,500	15,000	25,579
Grant Revenues - Preschool	-	12,641	(12,641)	-100.00%	20,600	20,600	22,500	20,000	13,079
Grant Revenues - Toddler	-	17,354	(17,354)	-100.00%	36,600	36,600	25,000	35,000	29,654
Other Grant Funding			-	NA			-		
Total Revenues	130,238	145,151	(14,913)	-10.27%	603,165	472,927	140,455	147,623	152,665
Operating Expenses									
Toddler Care Other Expense	14,940	/	1,786	13.58%	46,898	31,958	17,551	11,936	10,329
Toddler Care Personnel Expense	49,398		(18,265)	-26.99%	255,867	206,469	50,580	45,720	44,533
Infant Care Other Expense	13,750	7,076	6,674	94.32%	23,281	9,531	8,063	4,435	4,742
Infant Care Personnel Expense	51,735	44,549	7,186	16.13%	202,840	151,105	40,587	22,315	20,977
Preschool Other Expense	15,929	9,540	6,389	66.97%	45,753	29,824	9,253	12,487	10,168
Preschool Personnel Expense	54,771	58,027	(3,256)	-5.61%	235,652	180,881	45,470	34,052	23,269
Total Operating Expenses	200,523	200,009	514	0.26%	810,291	609,768	171,504	130,945	114,018
Surplus / Deficit	(70,285)	(54,858)	(15,427)	28.12%	(207,126)	(136,841)	(31,049)	16,678	38,647
Capital									
Capital Outlay	10,610		610	6.10%	10,000	(610)	-	-	
Total Capital	10,610	10,000	610	6.10%	10,000	(610)	-	-	-
Surplus / Deficit	(80,895)	(64,858)	(16,037)	24.73%	(217,126)		(31,049)	16,678	38,647
Other Sources and Uses									
Grants/Contributions	-	-	-	NA	-	-	-	-	-
Transfer (To) From General Fund	80,895		(16,037)	-24.73%	217,126	136,231	31,049	-	
Total Other Sources and Uses	80,895	64,858	(16,037)	-24.73%	217,126	136,231	31,049	-	-
Surplus / Deficit	\$ -	\$ -	\$ -	NA \$	-	\$ 136,231	\$ -	\$ 16,678	\$ 38,647

Child Development revenues are under budget by \$14,900. Operating grant revenues have not been received as of the end of March. Operating expenses are \$514 over budget, due to Toddler and Preschool personnel costs coming in under budget offset by Infant care wages and increased operating costs across departments. The program has required \$80,895 in funding from the General Fund in 2024.

Town of Mountain Village Monthly Revenue and Expenditure Report March

March				20)24			2023	2022	2021
	A	ctual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Water & Sewer Fund				(\$)	(%)					
Revenues		1 012 672	002.045	Ф 20.720	2.020/0	4.001.210	2.077.747	0.72 (44	e 070.272	¢ 740.103
Mountain Village Water and Sewer	\$	1,013,672			3.02% \$					
Other Revenues		940	1,390	(450)		8,650	7,710	2,318	2,015	2,334
Ski Ranches Water		106,607	96,266		10.74%	396,070	289,463	93,297	83,457	69,223
Skyfield Water		8,844	8,254	590	7.15%	42,267	33,423	8,008	6,496	5,883
Total Revenues		1,130,063	1,089,855	40,209	3.69%	4,528,305	3,398,242	1,077,267	970,341	817,623
Operating Expenses										
Mountain Village Sewer		194,613	188,920	5,693	3.01%	1,152,120	957,507	107,012	155,483	156,255
Mountain Village Water		266,654	287,608	(20,954)	-7.29%	1,332,948	1,066,294	256,039	248,412	194,341
Ski Ranches Water		2,342	7,539	(5,197)	-68.93%	50,906	48,564	2,946	18,361	6,187
Contingency		-	-	-	NA	35,000	35,000	-	-	-
Total Operating Expenses		463,609	484,067	(20,458)	-4.23%	2,570,974	2,107,365	365,997	422,256	356,783
Surplus / Deficit		666,454	605,788	60,667	10.01%	1,957,331	1,290,877	711,270	548,085	460,840
Capital										
Capital Outlay		141,288	403,691	(262,403)	-65.00%	5,574,000	5,432,712	48,384	55,342	25,174
Surplus / Deficit		525,166	202,097	323,070	159.86%	(3,616,669)	(4,141,835)	662,886	492,743	435,666
Other Sources and Uses										
Grants		-	-	-	NA	-	-	-	-	-
Mountain Village Tap Fees		-	-	-	NA	380,000	380,000	-	16,516	56,944
Overhead Allocation Transfer		(217,971)	(217,971)) -	0.00%	(217,971)	-	(217,971)	(62,259)	(56,192)
Sale of Assets		-	-	-	NA	-	-	-	-	-
Ski Ranches Tap Fees		-	-	-	NA	500,000	500,000	-	-	-
Ski Ranches Tap Fees		-	-	-	NA	5,000	5,000	-	-	-
Skyfield Tap Fees		-	-	-	NA	2,000	2,000	-	-	-
Transfer (To) From General Fund		-	-	-	NA	-	-	-	-	-
Total Other Sources and Uses		(217,971)	(217,971)	-	0.00%	669,029	887,000	(217,971)	(45,743)	752
Surplus / Deficit	\$	307,195	\$ (15,875)	323,070	-2035.15% \$	(2,947,640) \$	(3,254,835)	\$ 444,915	\$ 447,000	\$ 436,418
Beginning (Available) Fund Balance	\$	10,831,725	\$ 8,415,090	\$ 2,416,635						
Ending (Available) Fund Balance	\$	11,138,920	\$ 8,399,216							
	Ψ	- 1,130,720	- 0,577,210	,,,,,,,						

Mountain Village water revenues are over budget in base water/sewer fees. Ski Ranch revenues are over budget in excess water charges. Other revenues are under budget in maintenance fees and fines. TOT sewer expenditures are estimated and accrued but sewer consulting is over budget. Mountain Village water expenses are under budget in personnel expenses, electricity, and legal. Ski Ranch operations are under budget in electricity and natural gas. Capital costs are for Ski Ranches and meter purchases.

Town of Mountain Village Monthly Revenue and Expenditure Report March

			20)24			2023	2022	2021
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD		Actual YTD
Telluride Conference Center Fund									
Revenues									
Beverage Revenues	\$ - :	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Catering Revenues	-	-	-	NA	-	-	-	-	-
Facility Rental	-	-	-	NA	-	-	-	-	-
Operating/Other Revenues	_	-	-	NA	-	-	14,551	-	-
Total Revenues	-	-	-	NA	-	-	14,551	-	-
Operating Expenses									
General Operations	3,748		3,748	NA	25,000	21,252	-	-	-
Administration	74,183	30,466	43,717	143.49%	105,668	31,485	42,387	39,966	37,513
Marketing	-	100,000	(100,000)	-100.00%	100,000	100,000	25,000	25,000	-
Contingency	_	-	-	NA	-	-	-	-	
Total Operating Expenses	77,931	130,466	(52,535)	-40.27%	230,668	152,737	67,387	64,966	37,513
Surplus / Deficit	(77,931)	(130,466)	52,535	-40.27%	(230,668)	(152,737)	(52,836)	(64,966)	(37,513)
Capital Outlay/ Major R&R	-	-	-	NA	900,000	900,000	4,453	-	-
Surplus / Deficit	(77,931)	(130,466)	52,535	-40.27%	(1,130,668)	(1,052,737)	(57,289)	(64,966)	(37,513)
Other Sources and Uses									
Damage Receipts	-	-	-	NA	-	-	-	-	-
Insurance Proceeds	-	-	-	NA	-	-	-	-	-
Sale of Assets	-	-	-	NA	-	-		-	-
Transfer (To) From General Fund	77,931	130,466	(52,535)	-40.27%	1,130,668	1,052,737	57,289	64,966	37,513
Overhead Allocation Transfer		-		NA			-	-	-
Total Other Sources and Uses	77,931	130,466	(52,535)	-40.27%	1,130,668	1,052,737	57,289	64,966	37,513
Surplus / Deficit	\$ - :	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -

Expenses for the year are HOA dues, legal expenses, and consulting.

Town of Mountain Village Monthly Revenue and Expenditure Report March

March					2024	4				2023	2022	2021
	A	ctual YTD	Budget YTD		Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Ac	tual YTD	Actual YTD	
Affordable Housing Development Fund												
Revenues												
Housing Application Fees	\$	250	\$ 306	\$	(56)	-18.30% \$	2,900	\$ 2,650	\$	750	\$ 1,970	\$ -
Contributions		-	-		-	NA	2,500,000	2,500,000		-	-	-
Grant Proceeds		-	50,000		(50,000)	-100.00%	200,000	200,000		-	-	-
Housing Mitigation Fees		3,029	-		3,029	NA	250,000	246,971		-	-	-
Meadowlark Admin Fees		-	45,705		(45,705)	-100.00%	182,820	182,820		-	-	-
Rental Income		12,012	11,927		85	0.71%	47,736	35,724		11,700	14,180	8,823
Meadowlark Priority Fees		400,000	517,741		(117,741)	-22.74%	2,070,963	1,670,963		-	-	-
Total Revenues		415,291	625,679		(210,388)	-33.63%	5,254,419	4,839,128		12,450	16,150	8,823
Expenses												
Leased Properties		-	-		-	NA	-	-		-	3,780	5,670
Operating Expenses		44,341	65,648		(21,307)	-32.46%	376,782	332,441		21,635	-	-
Norwood Property		-	8,750		(8,750)	-100.00%	35,000	35,000		-	150	-
Meadowlark		2,968	2,010		958	47.66%	15,000	12,032		684,331	221	-
Ilium Property expenses		106	125,000		(124,894)	-99.92%	500,000	499,894		12,148	-	-
Prospect Unit		2,819	8,979		(6,160)	-68.60%	19,030	16,211		70,792	8,635	10,812
Future Housing/Density Bank		-	333,992		(333,992)	-100.00%	500,000	500,000		33,838	26,595	16,086
RHA Funding		-	-		-	NA	-	-		-	-	46,625
Purchase/Resale Units		-	-		-	NA	-	-		-	-	2,804
Total Expenses		50,234	544,379		(494,145)	-90.77%	1,445,812	1,395,578		822,744	39,381	81,997
Debt Service												
Principal Payments		-	-		-	NA	200,000	200,000		-	-	-
Interest payments		-	-		-	NA	387,500	387,500		-	-	-
Admin Fees		-	-		-	NA	-	-		-	-	
Total Debt Service		-	-		-	NA	587,500	587,500		-	-	-
Surplus / Deficit		365,057	81,300		283,757	349.02%	3,221,107	2,856,050		(810,294)	(23,231)	(73,174)
Other Sources and Uses												
Transfer (To) From MAP		-	-		-	NA	(333,500)	(333,500)		-	-	-
Lease Financing Proceeds		-	-		-	NA	-	-		-	-	-
Gain or Loss on Sale of Assets		-	-		-	NA	-	-		-	-	(13,164)
Transfer (To) From General Fund - Sales Tax		434,938	326,314		108,624	33.29%	980,596	545,658		287,472	438,754	272,717
Transfer (To) From VCA		-	-		-	NA	(592,216)	(592,216)		-	-	-
Transfer (To) From General Fund (Other)		-	-		-	NA	(4,344,189)	(4,344,189)		-	-	
Total Other Sources and Uses		434,938	326,314		108,624	33.29%	(4,289,309)	(4,724,247)		287,472	438,754	259,553
Surplus / Deficit	\$	799,995	\$ 407,614	\$	175,133	42.97% \$	(1,068,202)	\$ (1,868,197)	\$	(522,822)	\$ 415,523	\$ 186,379
Beginning Fund Equity Balance	\$	1,585,350	\$ 1,894,079	¢	(308,729)							
	-											
Ending Equity Fund Balance	\$	2,385,345	\$ 2,301,693	\$	83,652							

Expenses consist of HOA dues, Meadowlark expenses, Ilium property expenses, and general operating costs. Operating expenses are under budget in personnel costs and professional services. Debt service, Illium, and future Housing projects are under budget due to the timing of expenses.

Town of Mountain Village Monthly Revenue and Expenditure Report March

March			2024	1			2023	2022	2021
	Actual	Budget	Budget	Budget	Annual	Budget			
Village Court Apartments	YTD	YTD	Var (\$)	Var (%)	Budget	Balance	Actual	Actual	Actual
Operating Revenues				. ,	U				
Rental Income	\$ 604,888 \$	602,784 \$	2,104	0.35% \$	3,206,167 \$	2,601,279	\$ 583,363	\$ 562,212	\$ 470,988
Other Operating Income	26,835	25,195	1,640	6.51%	118,060	91,225	31,660	31,558	27,385
Total Operating Revenue	631,723	627,979	3,744	0.60%	3,324,227	2,692,504	615,023	593,770	498,373
Operating Expenses									
Office Operations	26,946	70,902	(43,956)	-62.00%	308,478	281,532	47,444	43,635	46,146
General and Administrative	97,965	144,867	(46,902)	-32.38%	168,963	70,998	46,296	117,352	113,525
Utilities	91,392	83,218	8,174	9.82%	330,923	239,531	124,209	98,497	95,966
Repair and Maintenance	118,898	189,338	(70,440)	-37.20%	711,604	592,706	118,641	113,967	134,773
Major Repairs and Replacement	17,626	24,500	(6,874)	-28.06%	290,000	272,374	30,387	15,046	17,314
Contingency Total Operating Expenses	352,827	512,825	(159,998)	NA -31.20%	14,500 1,824,468	14,500 1,471,641	366,977	388,497	407,724
Surplus / (Deficit) After Operations	278,896	115,154	163,742	142%	1,499,759	1,220,863	248,046	205,273	90,649
Non-Operating (Income) / Expense									
Investment Earning	-	-	-	NA	-	-	-	-	(7)
Debt Service, Interest	-	-	-	NA	981,329	981,329	-	-	87,627
Debt Service, Fees (Cost of Issuance) Debt Service, Principal	-	-	-	NA NA	- 883,448	883,448	-	-	-
Total Non-Operating (Income) / Expense	-		-	NA NA	1,864,777	1,864,777	-		87,620
Surplus / (Deficit) Before Capital	278,896	115,154	(643,914)	-559.18%	(365,018)	(643,914)	248,046	205,273	3,029
Surpus / (Dentity Betwee Capital	270,070	113,134	(043,714)	-337.1670	(303,018)	(043,714)	240,040	203,273	3,02)
Capital Spending	905,350	1,711,048	805,698	47.09%	7,446,189	6,540,839	432,100	37,038	-
Surplus / (Deficit)	(626,454)	(1,595,894)	969,440	-60.75%	(7,811,207)	(7,184,753)	(184,054)	168,235	3,029
Other Sources / (Uses)									
Transfer (To)/From General Fund	(191,198)	(191,198)	-	0.00%	(191,198)	-	(191,198)	(53,402)	(43,640)
Town Contribution	-	-	-	NA	4,344,189	4,344,189	-	-	-
Sale of Assets	-	-	-	NA	-	-	-	-	-
Grant Revenues	-	-	-	NA	3,066,000	3,066,000	-	-	-
Transfer From AHDF Total Other Sources / (Uses)	(191,198)	(191,198)	-	NA 0.00%	592,216 7,811,207	592,216 8,002,405	(191,198)	(53,402)	(43,640)
Total Other Sources / (Uses)	(191,198)	(191,198)	<u>-</u>	0.0076	/,011,20/	0,002,405	(191,198)	(55,402)	(43,040)
Surplus / (Deficit)	(817,652)	(1,787,092)	969,440	-54.25%	-	817,652	(375,252)	114,833	(40,611)

Rent revenues are over budget by .35%. Rent revenues exceed 2023 revenues by 3.7% due to the 2024 rent increase. Other revenues are over budget 6.5% due mainly to interest income and laundry revenues. Office operations are under budget 62% primarily due to employee costs due to vacancies in that department. General and administrative is under budget by 32.4% as a result of association dues yet to be paid. Utilities are over budget by 9.8% primarily due to the timing of offset electricity receipts. Maintenance is under budget 37.2% due to employee costs (due to vacancies) and fire system repair/inspection. MR&R expenses include carpet replacement, vinyl replacement, water heaters, and appliances. Capital expenditures consist of costs related to Phase IV and the new bus stop.

Town of Mountain Village Monthly Revenue and Expenditure Report March

March					2024			2023	2022	2021
	Act	ual YTD	Budget YTD	Budge Varian (\$)	_	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Debt Service Fund				(4)	(70)					
Revenues										
Abatements	\$	-	\$ -	\$	- NA	A \$ -	\$ -	\$ -	\$ -	\$ -
Contributions		-	-		- NA	205,000	205,000	-	-	-
Miscellaneous Revenue		-	-		- NA	٠ -	-	-	-	-
Property Taxes		178,678	229,446	(50	768) -22.13%	486,692	308,014	223,228	217,219	225,838
Reserve/Capital/Liquidity Interest		22	448		426) -95.09%	2,000	1,978	855	100	100
Specific Ownership Taxes		4,676	5,807	(1	131) -19.48%	6 25,000	20,324	5,082	5,437	5,217
Total Revenues		183,376	235,701	(52	325) -22.20%	718,692	535,316	229,165	222,756	231,155
Debt Service 2001/2011 Bonds - Gondola - Paid by contributions from	n TMV	OA and TS	S G							
2001/2011 Bond Issue - Interest		_	_		_ NA	60,000	60,000	_	_	_
2001/2011 Bond Issue - Principal		_	-		_ NA			-	-	-
2006/2014/2020 Bonds - Heritage Parking			_			.,				
2020 Bond Issue - Interest		_	-		- NA	80,480	80,480	-	-	-
2020 Bond Issue - Principal		_	-		- NA	385,000	385,000	-	-	-
Total Debt Service		-	-		- NA	A 670,480	670,480	-	-	-
Surplus / (Deficit)		183,376	235,701	(52	325) -22.20%	6 48,212	(135,164)	229,165	222,756	231,155
Operating Expenses										
Administrative Fees		300	1,123		823) -73.29%	6 8,048	7,748	4,733	681	495
County Treasurer Collection Fees		5,337	7,033	(1	696) -24.11%	6 14,788	9,451	6,697	6,516	6,776
Total Operating Expenses		5,637	8,156	(2	519) -30.88%	6 22,836	17,199	11,430	7,197	7,271
Surplus / (Deficit)		177,739	227,545	(49	806) -21.89%	6 25,376	(152,363)	217,735	215,559	223,884
Other Sources and Uses										
Transfer (To) From General Fund		(4,676)	(5,807)	1	131 -19.48%	(25,000)) (20,324)	(5,082)	(5,437)	(5,217)
Transfer (To) From Other Funds		-	-		- NA		-	-	-	-
Payment to Refunding Bonds Escrow		-	-		- NA		-	-	-	-
Proceeds From Bond Issuance		-			- NA			-	-	
Total Other Sources and Uses		(4,676)	(5,807)	1	131 -19.48%	(25,000)) (20,324)	(5,082)	(5,437)	(5,217)
Surplus / (Deficit)	\$	173,063	\$ 221,738	\$ (48,	575)	\$ 376	\$ (172,687)	\$ 212,653	\$ 210,122	\$ 218,667
Beginning Fund Balance	\$	336,850	\$ 339,540	\$ (2,	590)					

Agenda Item 9

Department Updates

No department updates to report due to Spring Break.

Glenwood Springs Office

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

GARFIELD & HECHT, P.C.

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MEMORANDUM

TO: Mountain Village Town Council

FROM: David McConaughy

RE: Charter Amendments – Proposed Ordinance

DATE: March 15, 2024

STAFF RECOMMENDS TABLING THIS ISSUE IN ORDER TO HOLD A WORK SESSION ON JUNE 12, 2024

SUMMARY

This ordinance would set an election on July 9, 2024, for the consideration of five Charter Amendments.

- 1) Allowing property owners holding property in LLCs or other entities to vote like other non-resident property owners
- 2) Moving the regular election from June to July
- 3) Clarifying the effective dates of ordinances
- 4) Allowing publication of ordinances via the Town website rather than by newspaper
- 5) Reconciling a conflict between the Town Code and the Charter regarding DRB terms

PROPOSED CHARTER AMENDMENTS

1. Voting

Mountain Village is unique in Colorado by allowing non-resident property owners to vote in municipal elections. As a resort community, Mountain Village was always expected to include a significant number of second homes that would be owned by non-residents. Charter Section 2.3 therefore allows non-resident property owners to vote if they have owned property for at least 30 days. Where property is jointly owned (such as by a husband and wife), each owner of at least 50% of the property may vote.

It has become common for people to own properties in a family limited liability company (LLC) or other similar entity for estate administration purposes. If one member of the LLC dies, the member's asset is still part of his or her taxable estate, but the title remains in the LLC. LLC members can include provisions in

the LLC Operating Agreement about transfer of LLC interests to other family members or the surviving members without triggering a real estate transfer. This can avoid a costly and lengthy probate process in court to determine inheritance and how to transfer all the assets of an estate. For similar reasons, property may be owned by a trust that designates a surviving spouse, children, grandchildren or others as beneficiaries. Presently, owners who take advantage of these common approaches are not able to vote in Mountain Village elections.

The proposed ordinance would restore voting rights to non-residents who own their properties in LLCs or similar entities to be consistent with voting rights for direct ownership. It would allow no more than two LLC members to vote, subject to the same 50% ownership rule that now applies for individual owners. For property owned by a trust, the trustee could designate one person to vote.

2. Election Date

The Charter presently sets municipal elections for the last Tuesday of June in odd-numbered years. The proposed change would move that to the last Tuesday in July. The Town conducts municipal elections by mail. Ballots are mailed approximately 22 days before the election to the address on file with the voter registration list. For 2025, the last Tuesday in June is June 24. The idea of moving the election date to July is to encourage greater participation in municipal elections and avoid having ballots mailed during off-season or when people may be traveling.

3. Procedures for Ordinances

The Charter requires two readings of ordinances but is silent as to when ordinances become effective. Where the Charter is silent, Colorado statutes should control. C.R.S. § 31-16-105 provides that ordinances shall not become effective until 30 days after publication. Similarly, C.R.S. § 31-11-105 provides that ordinances shall not become effective until 30 days after publication and provides for a citizen's right of referendum within that time period. If a referendum is filed, then the effective date is delayed until an election on the referendum occurs.

The statutes cited above apply to statutory towns where only one reading of an ordinance is required, so ordinances are only published one time. Under the Charter, Mountain Village requires two readings of ordinances, and the ordinance must be published after first reading. However, the Charter requires publication after second reading only if there are changes on second reading. The Charter would benefit from provisions clarifying the effective date regardless of whether or not changes occur on second reading.

An ordinance should not go into effect until after the referendum date expires. Otherwise, an ordinance might conceivably go into effect for several days or weeks only to be suspended pending an election, and then it may or may not go back into effect depending on the election result. As an example, imagine if the Council passed a "Be Like Alta" ordinance prohibiting snowboarding. The ordinance goes into effect for 5 days before a referendum petition is filed, and then it is soundly defeated at the election. In the meantime, the police issue a ticket to a snowboarder caught during the 5-day period when the ordinance was effective. Does he have to pay the fine?

The proposed amendment would clarify that ordinances must *always* be re-published following second reading and then take effect 14 days later, whether there are changes or not. This would provide a consistent effective date for all ordinances. The amendment would also clarify that the referendum deadline would be the day before the effective date, so the Constitutional referendum right would be

preserved, and the "now it applies/now it doesn't" scenario outline above would be avoided. Especially if Proposed Amendment #4 is approved to publish ordinances via the website, re-publication after second reading should be easy to provide a clear and consistent rule on the effective date and the referendum deadline.

4. <u>Publication by Website</u>

Many Colorado cities and towns publish their ordinances and public notices on their official websites rather than in printed newspapers. The Charter presently requires publication by newspaper. This requires additional effort by the Town Clerk and payment of publication costs to the newspaper. Publication by newspaper also causes delay, especially when there may be no local newspaper that publishes a daily edition. The drafters of the Charter may not have anticipated the evolution of the Internet to its modern form.

Publication via the Town's official website would save time and money, provide more immediate notice to the citizens of the Town, and bring Mountain Village in line with other municipalities.

5. <u>Design Review Board</u>

In 2022, the Town Council amended the Municipal Code to change the terms of DRB members from 2-year terms to 4-year terms to benefit from the experience and institutional knowledge of DRB members. That change conflicts with the Charter, which provides for 2-year terms. The proposed amendment would delete the 2-year term requirement in the Charter and provide that terms for DRB members shall be set by ordinance.

Note that, as of now, no decision of the DRB should be impacted by the conflict because it has been less than two years since adoption of the 2022 ordinance making this change to the municipal code.

PROPOSED MOTION

I move to approve on first reading 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 the qualified electors at the special election to amend the Town of Mountain Village Home Rule Charter.

From: Susan Johnston
To: Kim Schooley

Subject: FW: LLC Voting Related Ordinance **Date:** Wednesday, April 10, 2024 12:52:35 PM

photo



Susan Johnston

Town Clerk, Town of Mountain Village

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

sjohnston@mtnvillage.org

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







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From: Harvey Mogenson hmogenson@mtnvillage.org

Sent: Wednesday, April 10, 2024 11:23 AM

To: Susan Johnston <SJohnston@mtnvillage.org> **Subject:** Fwd: LLC Voting Related Ordinance

Susan

Attached is a public comment.

Harvey

Begin forwarded message:

From: Nigel Cooper < nigelco2@icloud.com > Subject: LLC Voting Related Ordinance Date: April 9, 2024 at 8:15:36 PM MDT

To: hmogenson@mtnvillage.org, spearson@mtnvillage.org, spearson@mtnvillage.org,

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

I understand that Mountain Village Town Council might postpone a vote to allow ALL Mountain Village Home Owners the right to have a say in what goes on in the town, including those whose property is in the name of a Trust or LLC. I am one of these owners. I have had a property in Mountain Village since 2014 and would like to have the ability to vote on all issues that affect my property and my interests. I spend several months enjoying and contributing to the lifestyle there and want to have my voice heard. Please support the proposal to allow all owners to have their due rights.

Nigel & Kate Cooper The Cooper 2014 Exempt Trust 601 Mountain Village Blvd Unit 8 Mountain Village, CO 81435 From: <u>Harvey Mogenson</u>
To: <u>mvclerk</u>

Subject: Fwd: 115 Rocky Rd LLC

Date: Wednesday, April 10, 2024 1:22:00 PM

Attached is a public comment.

Harvey

Begin forwarded message:

From: Kyle Matthews < kyle.matthews@matthews.com>

Subject: 115 Rocky Rd LLC

Date: April 9, 2024 at 3:31:11 PM MDT

To: "hmogenson@mtnvillage.org" <hmogenson@mtnvillage.org>,

"spearson@mtnvillage.org" <spearson@mtnvillage.org>

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

Harvey & Scott,

My name is Kyle Matthews and I am the owner of the home located at 115 Rocky Rd in Mountain Village.

I support the proposed LLC Voting Ordinance that will allow all Mountain Village homeowners to vote.

Best Regards,

Kyle B. Matthews

Chairman & CEO | Matthews REIS™ **Direct +1 615 216 5999**Main +1 866 889 0550 | Fax +1 310 388 0788

kyle.matthews@matthews.com

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From: <u>Harvey Mogenson</u>
To: <u>mvclerk</u>

Subject: Fwd: Voting Ordinance

Date: Wednesday, April 10, 2024 1:22:49 PM

Attached is a public comment.

Harvey

Begin forwarded message:

From: Graham Zug <grahamfzug@gmail.com>

Subject: Voting Ordinance

Date: April 9, 2024 at 6:56:23 PM MDT

To: hmogenson@mtnvillage.org

Caution: External Message - Please be cautious when opening links or

attachments in email.

Harvey,

I support the proposed LLC voting ordinance allowing all property owners in Mountain Village to vote.

Sincerely,

Graham Zug

317 Fairway Drive, Mountain Village, CO.

From: <u>Harvey Mogenson</u>
To: <u>mvclerk</u>

Subject: Fwd: Right to vote

Date: Wednesday, April 10, 2024 1:37:21 PM

Attached is a public comment.

Harvey

Begin forwarded message:

From: David Koitz <dkoitz@gmail.com>

Subject: Right to vote

Date: April 10, 2024 at 12:57:48 PM MDT

To: hmogenson@mtnvillage.org

Cc: Gretchen Koitz <gkoitz@gmail.com>

Caution: External Message - Please be cautious when opening links or

attachments in email.

Harvey...

Two years ago we put our Mountain Village home in a trust to avoid future probate issues. For many years, we have spent 6 months or more out there as primary or second homeowners, and prior to the trust's creation we could vote in MV. Our presence in the community has not changed, and the legal trust we created does not make us any "less" a MV homeowner or taxpayer. It seems only fair that we should have the right to vote.

David and Gretchen Koitz

Sent from my iPad

From: Susan Johnston
To: mvclerk

Subject: FW: LLC Voting Related Ordinance

Date: Wednesday, April 10, 2024 10:38:04 AM

Packet materials for the April 25, 2024 TC packet re: the second reading on charter amendments.



Susan Johnston

Town Clerk, Town of Mountain Village

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

sjohnston@mtnvillage.org

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







Newsletter Subscribe Stay connected with Mountain Village

This electronic transmission and any attachments may be considered PROPRIETARY INFORMATION. If you received this transmission in error, please destroy and notify the sender immediately. Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-100.1, et seq.

From: Harvey Mogenson hmogenson@mtnvillage.org

Sent: Wednesday, April 10, 2024 10:23 AM **To:** Susan Johnston <SJohnston@mtnvillage.org> **Subject:** Fwd: LLC Voting Related Ordinance

Susan;

The following is a public comment I received.

Harvey

Begin forwarded message:

From: Gary Sowyrda <gjsowyrda@gmail.com>
Subject: LLC Voting Related Ordinance
Date: April 8, 2024 at 8:42:57 PM MDT

To: hmogenson@mtnvillage.org, spearson@mtnvillage.org,

Caution: External Message - Please be cautious when opening links or

attachments in email.

Greetings. My wife and I just wanted to pass along our support for the LLC Voting Ordinance.

We have owned our property on Polecat for 13 years now. Ownership is an LLC with the only partners being each of us and our three sons. We take the community very seriously and have always been very disappointed in us not being allowed to vote. Telluride properties are expensive investments and lend themselves to LLC's for a number of reasons. NOT allowing owners such as us to vote seems to be some archaic rule and really does not make a lot of sense to us. Between our entire family, someone is in our house more than 5 months a year.

Thank you!

gary & susan sowyrda

From: Susan Johnston
To: Kim Schooley

Subject: FW: 2nd Homeowner Vote

Date: Wednesday, April 10, 2024 12:52:40 PM

photo



Susan Johnston

Town Clerk, Town of Mountain Village

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

sjohnston@mtnvillage.org

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







Newsletter Subscribe Stay connected with Mountain Village

This electronic transmission and any attachments may be considered PROPRIETARY INFORMATION. If you received this transmission in error, please destroy and notify the sender immediately. Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-100.1, et seq.

From: Harvey Mogenson hmogenson@mtnvillage.org

Sent: Wednesday, April 10, 2024 11:23 AM

To: Susan Johnston <SJohnston@mtnvillage.org>

Subject: Fwd: 2nd Homeowner Vote

Susan;

Attached is a public comment.

Harvey

Begin forwarded message:

From: <bern>
Subject: 2nd Homeowner Vote

Date: April 10, 2024 at 9:11:38 AM MDT

To: <hmogenson@mtnvillage.org>, <spearson@mtnvillage.org>

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

Councilmembers,

I support the proposed Voting Ordinance that will allow all Mountain Village homeowners to vote. Owning the minimum of 50% of a home in the name of a legal trust or LLC should not limit the owner's ability to participate in the body politic of TOMV.

Sincerely,

Allen Watson Owner in Mountain Village beerallen@myyahoo.com 713-854-9215 From: Harvey Mogenson

To: <u>mvclerk</u>

Subject: Fwd: Voting Ordinance

Date: Sunday, April 14, 2024 7:36:56 AM

Another public comment.

Harvey

Begin forwarded message:

From: Ed Healy <eghealy@gmail.com>

Subject: Voting Ordinance

Date: April 11, 2024 at 8:50:14 PM EDT

To: spearson@mtnvillage.org, hmogenson@mtnvillage.org

Caution: External Message - Please be cautious when opening links or

attachments in email.

Hi Harvey and Scott,

I support the proposed LLC Voting Ordinance that will allow all Mountain Village homeowners to vote.

Ed and Mary Healy

Sent from my iPad



COMMUNITY DEVELOPMENT DEPARTMENT

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

Agenda Item #11a

TO: Mountain Village Town Council

FROM: Lars Forsythe, Chief Building Official

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

DATE: April 16, 2024

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

17.1.7 of the Community Development Code

APPLICATION OVERVIEW: Building Code Amendment

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

ATTACHMENTS:

Exhibit A: Proposed ordinance.

Design Review Board Recommendation:

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

Staff Recommendation:

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

Proposed Motion:

Staff recommends approval and has provided the suggested motion below.

Approval:

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

ORDINANCE NO. 2024-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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,

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

INTRODUCED, READ, AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 25th day of April, 2024.

TOWN OF MOUNTAIN VILLAGE:

Colorado 81435.

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

	By:
ATTEST:	Martinique Prohaska, Mayor
Susan Johnston, Town Clerk	

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:	

do hereby certify that:1. The attached copy of Ordinance No. 2024-	("Ordinance")) is a true,	correct, and	complete copy the	reof.
2. The Ordinance was introduced, read by title Council the Town ("Council") at a regular Village, Colorado, on, 2024, b	meeting held at	Town Ha	ll, 455 Mou	ntain Village Blvd.	, Mountai
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					
4. A public hearing on the Ordinance was held	d by the Town Co	ouncil at a	regular mee	eting of the Town C	ouncil hel
4. A public hearing on the Ordinance was held at Town Hall, 455 Mountain Village Blvd., hearing, the Ordinance was considered, read the affirmative vote of a quorum of the Town	Mountain Villag d by title, and ap	ge, Colora proved wi	do, on	, 2024. A	t the publ
at Town Hall, 455 Mountain Village Blvd., hearing, the Ordinance was considered, read	Mountain Villag d by title, and ap	ge, Colora proved wi	do, on	, 2024. A	t the publ
at Town Hall, 455 Mountain Village Blvd., hearing, the Ordinance was considered, react the affirmative vote of a quorum of the Town	Mountain Villaged by title, and apport of the council as follows:	ge, Colora proved wi llows:	do, onthout amend	, 2024. A lment by the Town	t the publ
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at Town Hall, 455 Mountain Village Blvd., hearing, the Ordinance was considered, reach the affirmative vote of a quorum of the Town Council Member Name Martinique Prohaska, Mayor Scott Pearson, Mayor Pro-Tem Harvey Mogenson	Mountain Villaged by title, and apport of the council as follows:	ge, Colora proved wi llows:	do, onthout amend	, 2024. A lment by the Town	t the publ
at Town Hall, 455 Mountain Village Blvd., hearing, the Ordinance was considered, reach the affirmative vote of a quorum of the Town Council Member Name Martinique Prohaska, Mayor Scott Pearson, Mayor Pro-Tem Harvey Mogenson Peter Duprey	Mountain Villaged by title, and apport of the council as follows:	ge, Colora proved wi llows:	do, onthout amend	, 2024. A lment by the Town	t the publ
at Town Hall, 455 Mountain Village Blvd., hearing, the Ordinance was considered, reach the affirmative vote of a quorum of the Town Council Member Name Martinique Prohaska, Mayor Scott Pearson, Mayor Pro-Tem Harvey Mogenson Peter Duprey Jack Gilbride	Mountain Villaged by title, and apport of the council as follows:	ge, Colora proved wi llows:	do, onthout amend	, 2024. A lment by the Town	t the publ
at Town Hall, 455 Mountain Village Blvd., hearing, the Ordinance was considered, reach the affirmative vote of a quorum of the Town Council Member Name Martinique Prohaska, Mayor Scott Pearson, Mayor Pro-Tem Harvey Mogenson Peter Duprey Jack Gilbride Tucker Magid	Mountain Villaged by title, and apport of the council as follows:	ge, Colora proved wi llows:	do, onthout amend	, 2024. A lment by the Town	t the publ
at Town Hall, 455 Mountain Village Blvd., hearing, the Ordinance was considered, reach the affirmative vote of a quorum of the Town Council Member Name Martinique Prohaska, Mayor Scott Pearson, Mayor Pro-Tem Harvey Mogenson Peter Duprey Jack Gilbride	Mountain Villaged by title, and apport of the council as follows:	ge, Colora proved wi llows:	do, onthout amend	, 2024. A lment by the Town	t the publ
at Town Hall, 455 Mountain Village Blvd., hearing, the Ordinance was considered, react the affirmative vote of a quorum of the Town Council Member Name Martinique Prohaska, Mayor Scott Pearson, Mayor Pro-Tem Harvey Mogenson Peter Duprey Jack Gilbride Tucker Magid	Mountain Villaged by title, and applyin Council as for "Yes" or, sealed with the ds of the Town.	ge, Colora proved wi llows: "No" e Town se	Absent Absent al, attested l	, 2024. A liment by the Town of Abstain	t the publicouncil, b

Exhibit A

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

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

- 1. Section 101.1, Title. "These regulations shall be known as the Town of Mountain Village Fuel Gas Code, hereinafter referred to as "this code" or the "IPC."
- 2. Section 101.2 Scope. Delete the following exception in entirety: "Exception: Detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures shall comply with the International Residential Code."
- 3. Section 103.1, General. Section 103.1 is hereby amended to read: "Section 103.1 Creation of Agency. The Town of Mountain Village Building Department is hereby charged with enforcing the IFGC, and the official in charge thereof shall be known as the code official."
- 4. Section 103.2, Appointment. Section 103.2 is hereby deleted in its entirety due to the administrative provisions set forth herein.
- 5. Section A103.3, Deputies. Section 103.3 is hereby deleted in its entirety due to the administrative provisions set forth herein.
- 6. Section 109.2 Fee schedule. Delete and replace with: "All fees shall be per the Planning and Development Services Fee Schedule."
- 7. Section 107.2 Inspections and Testing. Amend by inserting under item 2, "gas pipe shall be tested with 15 PSI for 20 minutes. A category 3 or 4 appliance exhaust vent shall be tested at 5 PSI for 15 minutes."
- 8. Section 113 Means of Appeal. Board of Appeals: Delete and replace with section <u>17.7.8</u> of the Building Regulations.
- 9. Section 305.4.1 Sewer Depth. Delete and replace with: "Private sewage disposal systems are prohibited in the Town. Building sewers shall be a minimum of 6 feet below grade."
- 10. Section 312.5 Water Supply system test. Amend by deleting the sentence "for piping systems other than plastic," delete "50 PSI" and insert "60 PSI."
- 11. Section 502.5 Clearances for maintenance and replacement. Shall be amended to read, "Appliances shall be provided with access for inspection, service, repair and replacement without disabling the function of a fire-resistance-rated assembly or removing permanent construction, other

appliances or any other piping or ducts not connected to the appliance being inspected, serviced, repaired or replaced. A level working space not less than 36" in length, 30 inches in width and 48" in height shall be provided in front of the control side to service an appliance."

- 12. Section 606.2 Location of shutoff valves. Amend by inserting, 1. On the fixture supply to each plumbing fixture other than "wall hung sinks", bathtubs and showers.
- 13. Section 607.2 Hot or tempered water supply to fixtures. Shall be amended to read, "The developed length of hot or tempered water piping, from the source of hot water to the fixtures that require hot or tempered water, shall not exceed 200 feet where minimum of R-3 insulation is installed to insulate the piping. Recirculating system piping and heat-traced piping shall be sources of hot or tempered water." Appendix E, Sizing of Water Piping. Adopt entire Appendix E.
- 14. Appendix F, Structural Safety. Adopt entire Appendix F.



COMMUNITY DEVELOPMENT DEPARTMENT

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

Agenda Item # 11b

TO: Mountain Village Town Council

FROM: Lars Forsythe, Chief Building Official

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

DATE: April 16, 2024

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

17.1.7 of the Community Development Code

APPLICATION OVERVIEW: Building Code Amendment

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

ATTACHMENTS:

Exhibit A: Proposed ordinance.

Design Review Board Recommendation:

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

Staff Recommendation:

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

Proposed Motion:

Staff recommends approval and has provided the suggested motion below.

Approval:

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

ORDINANCE NO. 2024-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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	d., Mountain Village,

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

INTRODUCED, READ, AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 25th day of April, 2024.

TOWN OF MOUNTAIN VILLAGE:

Colorado 81435.

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

	By:
ATTEST:	Martinique Prohaska, Mayor
Susan Johnston, Town Clerk	

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:	

do hereby certify that:1. The attached copy of Ordinance No. 2024	("Ordinance")) is a true,	correct, and	complete copy the	reof.
 The Ordinance was introduced, read by title, ap Council the Town ("Council") at a regular movillage, Colorado, on	eeting held at	Town Ha	ll, 455 Mou	ntain Village Blvd.	, Mounta
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					
at Town Hall, 455 Mountain Village Blvd., M	aily Planet, a on 5.2(d) of t the Town Co ountain Villag	newspap he Town o buncil at a ge, Colora	er of genera of Mountain regular med do, on	al circulation in the Village Home Rule eting of the Town C , 2024. A	Town, or Charter. ouncil he to the publishment
was posted and published in the Telluride D	aily Planet, a on 5.2(d) of the Town Countain Villagy title, and appropriate the council as for the council	newspap he Town o ouncil at a ge, Colora proved wi llows:	er of genera of Mountain regular med do, on thout amend	ol circulation in the Village Home Rule eting of the Town C, 2024. A diment by the Town C	Town, or Charter. ouncil he to the publishment
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Exhibit A

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

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

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

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

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



COMMUNITY DEVELOPMENT DEPARTMENT

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

Agenda Item # 11c

TO: Mountain Village Town Council

FROM: Lars Forsythe, Chief Building Official

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

DATE: April 16, 2024

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

17.1.7 of the Community Development Code

APPLICATION OVERVIEW: Building Code Amendment

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

ATTACHMENTS:

Exhibit A: Proposed ordinance.

Design Review Board Recommendation:

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

Staff Recommendation:

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

Proposed Motion:

Staff recommends approval and has provided the suggested motion below.

Approval:

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

ORDINANCE NO. 2024-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 7. Effective Date. This Ordinance shall become effective on recorded in the official records of the Town kept for that purpose and shall be signatures of the Mayor and the Town Clerk.	_
Section 8. Public Hearing. A public hearing on this Ordinance was held on the	
Section 9. Publication. The Town Clerk or Deputy Town Clerk shall post and p Ordinance as required by Article V, Section 5.9 of the Charter.	publish notice of this

INTRODUCED, READ, AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 25th day of April, 2024.

TOWN OF MOUNTAIN VILLAGE:

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

ATTEST:	By: Martinique Prohaska, Mayor
Susan Johnston, Town Clerk	

HEARD AND FINALLY ADOPTED by Colorado this day of, 2024.	the Town Council of the Town of Mountain Village
TOWN OF MOUNTAIN VILLAGE:	TOWN OF MOUNTAIN VILLAGE, COLORADO, A HOME-RULE MUNICIPALITY
	By: Martinique Prohaska, Mayor
ATTEST:	
Susan Johnston, Town Clerk	
Approved as to Form:	
David McConaughy, Town Attorney	

do hereby certify that:1. The attached copy of Ordinance No. 2024	("Ordinance")) is a true,	correct, and	complete copy th	nereof.
2. The Ordinance was introduced, read by title, a Council the Town ("Council") at a regular m Village, Colorado, on, 2024, by	neeting held at	Town Ha	ll, 455 Mou	ntain Village Blv	d., Mountain
Council Member Name	"Yes"	"No"	Absent	Abstain	
Martinique Prohaska, Mayor	100	1,0	11000111	11000011	
Scott Pearson, Mayor Pro-Tem					
Harvey Mogenson					
Peter Duprey					
Jack Gilbride					
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at Town Hall, 455 Mountain Village Blvd., Mearing, the Ordinance was considered, read to the affirmative vote of a quorum of the Town Council Member Name Martinique Prohaska, Mayor Scott Pearson, Mayor Pro-Tem Harvey Mogenson Peter Duprey Jack Gilbride Tucker Magid	fountain Villagoy title, and apply to Council as follows: "Yes" , sealed with the soft the Town.	ge, Colora proved wi llows: "No" e Town se	Absent Absent eal, attested	Abstain Output Description: Abstain Description: Description: The Town Clarification of th	At the public a Council, by

Exhibit A

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

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

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

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

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

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

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

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

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

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

- (c) Exterior Energy Use: Buildings designed with no exterior energy use elements other than lighting are eligible for an additional 15% building permit fee discount. When this rebate is awarded, a covenant shall be recorded for the property with the Town, acknowledging the acceptance of the owner's forfeit of right to install any exterior energy use items after obtaining the CO for a period of fifty years. If during this period after CO it is found that exterior energy use items are desired by the owner and installed, the awarded rebate pertaining to exterior energy use shall be returned to Mountain Village per the terms of the agreement.
- (d) Interior Energy Use HERS Rating: Buildings designed with a HERS rating below 50 are eligible for a building permit fee discount. The discount calculation begins at a HERS rating of 50. A new building with a HERS rating of 50 would pay 100% of the building permit fee. The building permit fee would be reduced proportionately with the percentage reduction in the HERS rating. For instance, a HERS score of 25 is a 50% reduction in the building permit fee. A HERS score of 53 would result in a 100% building permit fee discount. HERS ratings can be lowered by either on-site or off-she solar photovoltaic systems.

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

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

- (iii) Attached single-family units reviewed from the IRC (Duplex and Townhomes). 500 square foot of exempt per dwelling unit hydronic snowmelt shall be allowed without mitigation located only on the main drive and/or code required exit walkways, decks stairs and landings.
- (iv) Pedestrian routes and plaza areas in the Village Center and other public use areas.
- (v) Pool deck areas for multifamily or mixed-use hotbed development sites as envisioned in the Comprehensive Plan.
- v. *Spas.* Factory built spas (hot tubs) that are in compliance with the current California Energy Commission requirements in section 1604 of title 20 and have a maximum standby energy use of 205 watts per hour are exempt. Spa energy uses above 205 watts per hour adjusted for local climatic conditions are included in renewable energy mitigation offset requirements. Proof that the site-built spa meets this requirement may be provided by a Town engineering consultant, if needed, and will be at the expense of the owner. The owner of said property shall have the option of providing energy from a Town approved renewable energy system, or making payment in lieu, or a combination of both, in order to offset energy used by exterior energy use equipment with renewable energy sources.
- vi. *Exterior Pools*. Exterior heated swimming pools must prove compliance with the currently adopted Energy Codes. The Council may waive the need to offset exterior pool heating for projects that are envisioned in the Comprehensive Plan or may use a portion of the project revenues to pay for part of or all the energy offset.
- vii. *Heated Garages*. Heated garages must prove compliance with the currently adopted Energy Codes. This can be accomplished with a free program known as RES-Check. The garage would be included in the Res-Check calculation with the heated home. The blower door test required as per R402.4.1.2 shall apply only to the homes habitable space and the air sealing for the garage shall be visually inspected.
- viii. Exterior Energy Use Calculation. The total exterior energy use that must be offset with renewable energy, or payment made as a payment in-lieu as allowed in these regulations, will be calculated by the Town Building Official using the Build Smart Exterior Energy Calculation Spreadsheet ("Spreadsheet") (Appendix 17-2). The Spreadsheet calculations were developed using the standard amount of energy used by the exterior systems and adjusted for local climatic conditions. Alternate and creative engineering solutions to reduce exterior energy use are encouraged and may be accepted as an offset method, when approved by the Building Official. The Spreadsheet will be updated regularly according to market fluctuations and may be amended and adopted by the annual Fee Resolution.
- iv. *Renewable Energy Credit Calculation*. Renewable mitigation offsets may be produced on-site or off-site and must be approved by the Town. On site renewable energy methods receive double credit for offset purposes. For example, if a town approved

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

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

heating systems. Where mechanical ventilation is required high efficiency energy recovery ventilators or heat recovery units shall be utilized for this purpose.

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

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

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

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

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

- q. Functional Performance Testing. Functional performance testing shall be in accordance with the requirements of this section.
- r. *Equipment*. Equipment functional performance testing shall demonstrate the installation and operation of components, systems, and system-to-system interfacing relationships in accordance with approved plans and specifications so that operation, function, and maintenance serviceability for each of the commissioned systems is confirmed. Testing shall include all specified modes of control and sequence of operation, including under full-load, part-load and all of the following emergency conditions:
- i. Each mode as described in the sequence of operation.
- ii. Redundant or automatic backup mode.
- iii. Performance of alarms.
- iv. Mode of operation upon a loss of power and restoration of power.
- s. *Controls*. HVAC control systems shall be tested to document that control devices, components, equipment, and systems are calibrated, adjusted and operated in accordance

with the approved plans and specifications. Sequences of operation shall be functionally tested to document that they operate in accordance with the approved plans and specifications.

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



COMMUNITY DEVELOPMENT DEPARTMENT

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

Agenda Item # 12

TO: Mountain Village Town Council

FROM: Amy Ward, Community Development Director

FOR: April 425, 2024

DATE: April 5, 2024

RE: Consideration of an Ordinance Amending Section 17.3.10 of the Community

Development Code regarding reference to the Open Space Map

ATTACHMENTS

ATTACHMENT A: Proposed Ordinance ATTACHMENT B: Open Space Map

OVERVIEW OF PROPOSED AMENDMENT

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

PUBLIC COMMENT

None received

DESIGN REVIEW BOARD (DRB) RECOMMENDATION

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

PROPOSED MOTION

I move to approve the first reading of an Ordinance Amending Section 17.3.10 of the Community Development Code regarding reference to the Open Space Map, and direct the Town Clerk to set a public hearing on May 23, 2024.

/aw

ORDINANCE NO. 2024-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I, Susan Johnston, the duly qualified and acting Tor ("Town") do hereby certify that:	wn Clerk (of the Tov	vn of Moun	tain Village, Colorado
1. The attached copy of Ordinance No. 2024("Or	dinance")	is a true, o	correct, and	complete copy thereof.
2. The Ordinance was introduced, read by title, appr the Town Council the Town ("Council") at a regu Blvd., Mountain Village, Colorado, on Town Council as follows:	ılar meetir	ng held at	Town Hall,	455 Mountain Village
Council Member Name	"Yes"	"No"	Absent	Abstain
Martinique Prohaska, Mayor				
Scott Pearson, Mayor Pro-Tem				
Harvey Mogenson				
Peter Duprey				
Jack Gilbride				
Tucker Magid				
Huascar Gomez				
4. A public hearing on the Ordinance was held by Council held at Town Hall, 455 Mountain Village 2024. At the public hearing, the Ordinance wamendment by the Town Council, by the affirmat	Blvd., Mo as consid	untain Vil ered, read	lage, Colora l by title, a	ado, on, and approved without
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, sea and duly numbered and recorded in the official re IN WITNESS WHEREOF, I have hereunto set my language.	cords of th	ne Town.		
Susan Johnston, Town Clerk (SEAL)				


Exhibit A

17.3.10 Platted Open Space Requirements

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

Exhibit B

[OPEN SPACE MAP]





AGENDA ITEM 13 PLANNING & DEVELOPMENT SERVICE PLANNING DIVISION

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

TO: Mountain Village Town Council

FROM: Drew Nelson, Senior Planner

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

DATE: April 4, 2024

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

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

Community Development Code

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

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

PROJECT GEOGRAPHY

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

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

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

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

Skating Rink Lot Size: 0.858 Adjacent Land Uses:

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



Figure 1: Vicinity Map

ATTACHMENTS

Exhibit A: Application Narrative

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

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

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

Specific terms of the proposed amendment include the following:

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

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

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

Chapter 17.4: PLANNED UNIT DEVELOPMENT REGULATIONS

17.4.12.N. Planned Unit Development Amendment Process

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

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

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

17.4.12.E. Criteria for Decision

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

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

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

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

Staff believes this criteria is being met.

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

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

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

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

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

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

5. The PUD meets the PUD general standards.

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

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

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

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

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

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

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

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

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

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

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

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

Proposed Motion:

Staff recommends approval and has provided the suggested motion below.

Approval:

I move to approve an Ordinance on first reading approving an amended Planned Unit Development, amending the Lease and Management Agreement and the Development and Conveyance Agreement, for Lot 38-50-51RR and Lot OS-1A-MVB, based on the evidence provided in the staff memo of record dated April 4, 2024, and the findings of this meeting, and setting a second reading and public hearing for May 16, 2024.



TO: DRB

FROM: Molly Norton, Community Engagement Coordinator

J.D. Wise, Economic Development & Sustainability Director

DATE: February 21, 2024

RE: Madeline Ice Rink Management Agreement – Major PUD Amendment

Application

SUMMARY

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

PROPOSED ICE RINK AGREEMENT TERMS:

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



BACKGROUND:

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

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

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

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

PROPOSED Reflection Plaza Ice Rink Agreement				
Based on 22/23 Winter Season				
Costs	Profit/Loss			
\$100,697	(\$13,906)			
4-0-0-	(45.55)			
\$69,697	(\$6,953)			
\$31,000	(\$6,953)			
	on 22/23 Winter Season <u>Costs</u> \$100,697 \$69,697			

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

CRITERIA FOR DECISION:

Section 17.4.12(E):

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



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

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

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

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

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

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

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

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

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

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

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



5. The PUD meets the PUD general standards;

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

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

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

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

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

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



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

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

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

ATTACHMENTS

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

ORDINANCE NO. 2024-

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

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

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

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

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

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

WHEREAS,	("Current Owner") is the successor and assignee of MPO with
respect to the Amended Conveyance	Agreement and the Development Agreement, and
("Current Operator") is the successor	r and assignee of AMHO with respect to the Ice Rink Lease:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A

List of Application Materials

Exhibit B

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

MOUNTAIN VILLAGE ICE RINK AND SKATE CENTER LEASE AND MANAGEMENT AGREEMENT

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

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

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

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

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

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

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

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

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

9. Special Events.

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

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

12. Improvements.

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

13. Utilities.

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

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

18. Additional Terms and Conditions.

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

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

SO AGREED as of the Effective Date.

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

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

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

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

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

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

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

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

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

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

5. PERMITTED USES

B. The permitted uses for the Plaza Unit and Ice Rink Unit shall be the same as for the Full Use Active Open Space Zone District as set forth in the CDC; provided, however, that the Ice Rink Unit may be available for private rental and closed to the public pursuant to the terms of the lease agreement between the Parties.

10. ADDITIONAL COMMUNITY BENEFITS

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

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

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

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

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

2024 FUNDING SUPPLEMENT AND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR COST-SHARING OF THE PLANNING AND GONDOLA PROJECT DEVELOPMENT PHASE OF THE GONDOLA PROJECT

This 2024 FUNDING SUPPLEMENT AND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR COST-SHARING OF THE PLANNING AND GONDOLA PROJECT DEVELOPMENT PHASE FOR THE GONDOLA PROJECT ("Agreement") is made and entered into by the following five entities (the Participants) effective as of _______, 2024:

- 1. the Town of Mountain Village ("TMV") and Telluride Mountain Village Owners Association ("TMVOA"), collectively "Mountain Village Entity"
- 2. the Town of Telluride ("ToT")
- 3. San Miguel County ("the County")
- 4. TSG Ski & Golf, LLC ("Telski"), and
- 5. the San Miguel Authority for Regional Transportation ("SMART")

RECITALS:

WHEREAS, the Participants entered into that Intergovernmental Agreement for Cost-Sharing of the Planning and Gondola Project Development Phase for the Gondola Project, effective as of November 14, 2023, a copy of which is attached hereto for ease of reference (hereinafter the "Gondola Cost Sharing IGA").

WHEREAS, the Participants desire to supplement and amend the Gondola Cost Sharing IGA for the purpose of establishing the cost sharing budget for the year 2024, as set forth in the 2024 Budget attached hereto and made a part hereof as Exhibit 1.

NOW, THEREFORE, the Participants agree as follows:

- 1. Section 5 of the Gondola Cost Sharing IGA is hereby supplemented and amended by the cost sharing budget for the year 2024 attached hereto and made a part hereof as Exhibit 1.
- 2. All other terms the Gondola Cost Sharing IGA not supplemented and amended hereby shall remain the same and are ratified and confirmed.

IN WITNESS WHEREOF, the corporate authorities of the Participants have approved this Agreement and have directed that this Agreement be signed on their behalf by their respective Mayor or Board Chair and Clerk, on the days and year written below.

Approved as to Form by:

San Miguel Authority for Regional Transportation

Ву:		By:	
Name:	Joe Dillsworth	Name:	David Averill
Title:	SMART Board Chair	Title:	SMART Executive Directo
Date: _	, 2024.	Date: _	, 2024.

Approved as to Form by: **Mountain Village Entity** Town of Mountain Village: Ву: _____ By: _____ Name: Susan Johnston Name: Marti Prohaska Title: Mayor Title: Clerk Date: ______, 2024. Date: ______, 2024. Telluride Mountain Village Owners Association: Name: James R. Royer Title: Vice-Chairman Date: _____, 2024 Approved as to Form by: **Town of Telluride** By: _____ Name: Teddy Errico Name: Tiffany Kavanaugh Title: Clerk Title: Mayor Date: ______, 2024. Date: ______, 2024. Approved as to Form by: **San Miguel County** Ву: _____ By: _____ Name: Lance Waring Name: Carmen Warfield Title: Chair, Board of County Title: Clerk to the Board of County Commissioners Commissioners Date: ______, 2024. Date: ______, 2024.

TSG Ski	& Golf, LLC		
Ву:		Ву:	
	Chad Horning		
		Name:	
Title:	Authorized Signor		
		Title:	
Date: _	, 2024.	Date:	, 2024.

Approved as to Form by:

EXHIBIT 1

GONOLA COST SHARING IGA BUDGET FOR 2024

Proposed Project Budget - Phase I			
	2023	2024*	
Gondola Sr. Project Manager	\$85,000.73	\$142,516.48	
Election Consultant Services	\$60,000.00	\$109,333.33	
Financial Advisor Services	\$24,000.00	\$24,000.00	
Community/Government Affairs Consultant Services	\$50,000.00	\$50,000.00	
Project Development Services (SME)	\$75,000.00	\$250,000.00	
Subtotal 2	\$294,000.73	\$575,849.81	
Contingency (10%)	\$29,400.07	\$57,584.98	
TOTAL	\$323,400.81	\$633,434.79	

Distribution table:

Cost Share Distribution	2023	2024
Total Budget	\$323,400.81	\$633,434.79
Mountain Village Entity (25%) *	\$80,850.20	\$158,358.70
Town of Telluride (25%)	\$80,850.20	\$158,358.70
San Miguel County (25%)	\$80,850.20	\$158,358.70
Telski (25%)	\$80,850.20	\$158,358.70

^{*}The Mountain Village entity contributes 25%, split equally between Town of Mountain Village at 12.5%, and Telluride Mountain Village Owners Association at 12.5%.



AGENDA ITEM 15 TOWN MANAGER

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

TO: Mountain Village Town Council

FROM: Paul Wisor, Town Manager

DATE: April 23, 2024

RE: Chair 10 Gondola/Town Hall Subarea Feasibility Study

Executive Summary: Along with counterparts at TSG and TMVOA, Town staff has been discussing the potential of undertaking a feasibility study to assess the potential establishment of a gondola between the Meadows and the Town Hall Subarea. Such study would also include analysis of potential associated changes to the Town Hall Subarea. While staff ambitiously targeted the April Council meeting to discuss a Memorandum of Understanding for the funding of a potential study, discussion at a staff level has not progressed far enough to get input from the relevant principals of the respective organizations. As a result, staff anticipates bringing materials to a Council meeting in the near future to get input from Council with respect to a feasibility study.

SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION INTERGOVERNMENTAL AGREEMENT

By and among,

TOWN OF TELLURIDE, COLORADO
TOWN OF MOUNTAIN VILLAGE, COLORADO
SAN MIGUEL COUNTY, COLORADO
AND
TOWN OF RICO, COLORADO

Dated as of November 9th, 2016 Amended November 14th, 2019 Amended June 13th, 2024

Providing for the establishment of the "San Miguel Authority for Regional Transportation" as a Colorado Regional Transportation Authority pursuant to the Colorado Regional Transportation Law, Title 43, Article 4, Part 6, Colorado Revised Statutes, as amended.

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS

C 1 '	4 04	Definitions	C	11	Λ - Ι
Vaction	7 ()7	1)Attnittone	trom	thΔ	Δct
JULLIOII	T.OT.		110111	uic	\neg

Section 1.02. Other Definitions

ARTICLE II

ESTABLISHMENT OF THE AUTHORITY AND INITIAL MEMBERS

Caction	2 01	Establishment	
occuon	$\angle .U \perp .$	- Farannannein	

Section 2.02. Purpose

Section 2.03. Boundaries

Section 2.04. Voter Approval

Section 2.05. Initial Members

Section 2.06. Additional Members

Section 2.07. Town of Rico Voter Approval

ARTICLE III

BOARD OF DIRECTORS

ς,	ction	2 N1	Establishment	of Dowers
. ว เ		$\mathbf{J} \cdot \mathbf{U} \perp \mathbf{I}$	- Farabilani in Enr	UI FUWEIS

Section 3.02. Directors

Section 3.03. Alternate Directors

Section 3.04. Appointment of Directors and Alternate Directors

Section 3.05. Terms of Office

Section 3.06. Resignation and Removal

Section 3.07. Vacancies

Section 3.08. Compensation

Section 3.09. Resolutions and Voting

Section 3.10. Special Rules Regarding Adoption of the Authority's Annual Budget

Section 3.11. Powers of the Board

Section 3.12. Bylaws and Rules

Section 3.13. Additional Directors

Section 3.14. Board Officers

ARTICLE IV ADMINISTRATIVE AND ADVISORY COMMITTEES

Section 4.01. Generally

Section 4.02 Administrative Advisory Committee

Section 4.03. Other Advisory Committees

ARTICLE V PERSONNEL

Section 5.01. Generally

Section 5.02. Administrator

Section 5.03. Powers and Duties

Section 5.04. Vacancies

Section 5.05. Compensation

ARTICLE VI

POWERS OF THE AUTHORITY

Section 6.01. General Grant of Powers

Section 6.02. Specific Responsibilities

Section 6.03. Limitations on Powers of the Authority

Section 6.04. Existing Transit Services

ARTICLE VII

FUNDING THE AUTHORITY

Section 7.01. Baseline Funding

Section 7.02. Discretionary Member Contributions

Section 7.03. Mitigation of Development Impacts

Section 7.04. Pursuit of Grants

Section 7.05. Capital Projects and Bonds

Section 7.06. No Implied Limits of Powers

ARTICLE VIII

TERM AND DISTRIBUTION OF ASSETS UPON TERMINATION

Section 9.01. Effective Date

Section 9.02. Termination

Section 9.03. Distribution of Assets Upon Termination

ARTICLE X

DEFENSE OF DIRECTORS, OFFICERS, MEMBERS OF ADVISORY COMMITTEES AND EMPLOYEES

ARTICLE XI AMENDMENTS

Section 11.01. Amendments Generally

Section 11.02. Amendments to Boundaries

Section 11.03. Modification of Appendices

ARTICLE XII MISCELLANEOUS

Section 12.01. Adoption and Execution of Agreement in Accordance with Law

Section 12.02. Parties of Interest

Section 12.03. No Personal Liability

Section 12.04. Notices

Section 12.05. Assignment

Section 12.06. Severability

Section 12.07. Interpretation

Section 12.08. Governing Law

APPENDIX A: DETERMINATION OF BOUNDARIES OF THE AUTHORITY

APPENDIX B: MAP OF PROPOSED DISTRICT BOUNDARIES

APPENDIX C-1: SAN MIGUEL COUNTY ESTABLISHMENT QUESTION

APPENDIX C-2: TOWN OF TELLURIDE ESTABLISHMENT BALLOT QUESTION

APPENDIX C-3: TOWN OF MOUNTAIN VILLAGE ESTABLISHMENT BALLOT QUESTION

APPENDIX C-4: TOWN OF MOUNTAIN VILLAGE FUNDING BALLOT QUESTION

APPENDIX C-5: TOWN OF RICO BALLOT QUESTION

APPENDIX D: INITIAL TRANSIT SERVICE PLAN

SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION INTERGOVERNMENTAL AGREEMENT

THIS SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION INTERGOVERNMENTAL AGREEMENT (THIS "AGREEMENT") IS ENTERED INTO AS OF NOVEMBER 9TH, 2016 BY AND AMONG THE TOWN OF TELLURIDE, COLORADO; TOWN OF MOUNTAIN VILLAGE, COLORADO; AND THE UNINCORPORATED AREA ENCOMPASSED WITHIN THE BOUNDARIES OF THE TELLURIDE R-1 SCHOOL DISTRICT OF SAN MIGUEL COUNTY, COLORADO; (THE "INITIAL SIGNATORIES").

RECITALS

WHEREAS, pursuant to title 43, part 6, Colorado Revised Statutes, as amended (the "Act"), Colorado counties and municipalities are authorized to establish, by contract, regional transportation authorities, which, upon the satisfaction of the conditions set forth herein, are authorized to finance, construct, operate and maintain regional transportation systems;

WHEREAS, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and Article XIV, section 18 of the Colorado Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility including the establishment of a separate legal entity to do so;

WHEREAS, the Initial Signatories are Colorado county and certain Colorado municipalities located within the boundaries of San Miguel County constituting the unincorporated area within the Telluride R-1 School District in southwest Colorado that desire to form a regional transportation authority pursuant to the Act and the Intergovernmental Relations Statute for the purpose of financing, constructing, operating and maintaining regional transportation systems consisting of Authorized Transportation Projects described in Section 6.02 herein;

WHEREAS, public transportation is a critical part of the solution to the nation's economic, energy, and environmental challenges. Regional transportation services enhance and support San Miguel County socially and economically, providing affordable or free transit to the region's visitors and employee base, and conversely benefit local employers with a reliable workforce:

WHEREAS, every segment of American society, including individuals, families, communities and businesses, benefits from public transit, helping to bring a better quality of life to communities;

WHEREAS, in the spirit of regional cooperation the signatories of this Agreement wish to join and coordinate efforts in managing and improving public transit, increasing efficiencies in the short and long term, enhancing reliability and safety, and changing to meet future demand;

WHEREAS, stated goals of all jurisdictions in the region are to improve air quality, reduce greenhouse gas emissions, reduce traffic and congestion, and enhance safety on the limited highway access in the region and in these communities; and

WHEREAS, transit services promote independent living for the elderly and disabled by providing essential links to medical, social, and other services, and the region recognizes the need to improve mobility options for all segments of the population.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below, the Initial Signatories hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions from the Act. The following terms shall, when capitalized, have the meaning assigned to them in section 602 of the Act: "Bond", "Combination", "Construct", "Construction", "County", "Grant", "Municipality", "Operations and Maintenance Expenses", "Person", "Revenues", "Regional Transportation Activity Enterprise", "Regional Transportation System", "State".

Section 1.02. Other Definitions. The following terms shall, when capitalized, have the following meanings:

"Act" means title 43, article 4, part 6, Colorado Revised Statutes, as amended.

"Administrative Advisory Committee" means a committee appointed by and serving at the direction and pleasure of the Board of Directors pursuant to section 4.02 herein. "Advisory Committee" means two or more persons appointed by the San Miguel Authority for Regional Transportation (Authority) pursuant to Article IV herein for the purposes of providing advice to the Board.

"Agreement" means the San Miguel Authority for Regional Transportation
Intergovernmental Agreement, as amended from time to time in accordance with the terms herein.

"Alternate Director" means any person appointed as Alternate Director pursuant to Section 3.03 herein.

"Authority" means the San Miguel Authority for Regional Transportation, a political subdivision of and body corporate of the State established pursuant to this Agreement as a regional transportation authority under the Act and as a separate legal entity under the Intergovernmental Relations Statute.

"Authority Sales Tax" means a sales and use tax levied by the Authority in all or any designated portion of the Members in accordance with Section 605(1)(j)(I) of the Act.

"Authorized Transportation Projects" refers to Specific Responsibilities outlined in Section 6.02 herein as such projects may be amended from time to time in accordance with Article XI herein, as well as the Regional Transportation Systems as described in §43-4-602(16), C.R.S.

"Ballot Question/Issue" is defined in Section 2.04(a) herein, and in §1-1-104(2.3) and (2.4), C.R.S.

"Board" means the Board of Directors of the Authority

"Boundaries" means the boundaries of the Authority determined in accordance with Appendix A herein, as such Appendix and term may be amended from time to time in accordance with Article XI herein.

"Director" means any person appointed as such pursuant to Section 3.02 herein. Whenever the person appointed as a Member's Director is absent from a Board meeting, the term "Director" shall mean the "Alternate Director", if any, appointed by such Member pursuant to Section 3.03 herein.

"Division of Local Government" means the Division of Local Government in the State Department of Local Affairs.

"Governing Body" means, when used with respect to a Member, the town council, the board of trustees, the board of county commissioners or other legislative body, as appropriate, of such Member.

"Initial Boundaries" means the Boundaries of the Authority on the date the Authority is established pursuant to Article II herein, as such Initial Boundaries are determined in Accordance with Appendix A herein.

"Initial Members" means the Initial Signatories who became Members on the date on which the Authority was originally established pursuant to Section 2.05 herein.

"Initial Signatories" means the Municipalities and Counties that are signatories to this Agreement in its original form.

"Intergovernmental Relations Statute" refers to the statute that authorizes local governments to enter into agreements (§29-1-203, C.R.S.).

"Member" means (a) the Initial Members and (b) any Municipality or County that becomes a Member of the Authority pursuant to Section 8.03 herein.

"Officers" means the Chair, Vice Chair, Secretary or Treasurer of the Authority, and any subordinate officer or agent appointed and designated as an officer of the Authority or the Board.

"Regional Transit Services" means the transit services described in Appendix D herein, as may be amended from time to time in accordance with Article XI herein, and included with the "Regional Transportation System" as defined at §43-4-602(16), C.R.S.

"Transit" means the conveyance of residents, visitors, or workers via publicly or privately operated motorized vehicle transport systems including but not limited to bus, van, or aerial tramway (gondola).

"Transportation" means any property, improvement or system related to the conveyance of people or goods including but not limited to bridges, roadways, trails, motorized or non-motorized vehicles, aerial tramway (gondola), or train.

ARTICLE II

ESTABLISHMENT OF THE AUTHORITY AND INITIAL MEMBERS

Section 2.01. Establishment. The San Miguel Authority for Regional Transportation (SMART) shall be established as a separate political subdivision and body corporate of the State pursuant to the Act and as a separate legal entity created by a contract among the Initial Members pursuant to the Intergovernmental Relations Statute, effective upon satisfaction of the following conditions:

- (a) Each Initial Member (i) has held at least two public hearings on the SMART Agreement in accordance with §603(3), (ii) has submitted this Agreement for review and comment in accordance with §43-4-603(1.5), C.R.S. to the Colorado Department of Transportation, those counties and municipalities that border the Authority's boundaries; and (iii) has executed this Agreement (which execution shall constitute a representation by such Initial Member to the other Initial Members that the executing Initial Members has held the public hearings required by §603(3) and that Governing Body of such Initial Member has duly authorized its execution, delivery and performance of this Agreement).
- (b) This Agreement has been approved by a majority of the registered electors residing within the Initial Boundaries of the Authority at the time of the election who voted in the general election or special election called for such purpose in accordance with§ 603(4); and
- (c) The Director of the Division of Local Governments has issued a certificate pursuant to § 603(1) stating that the Authority has been duly organized according to the laws of the State and such certificate has been recorded in the legal real estate records of San Miguel County pursuant to §603(1).

Section 2.02. Purpose. The purpose of the Authority is to coordinate, plan, finance, construct, operate and maintain a regional multi-modal transportation system within or outside the Boundaries of the Authority.

Section 2.03. Boundaries. The Initial Boundaries of the Authority shall be determined in accordance with Appendix A herein. Any territory included in the Boundaries of the Authority

because the territory is included in the boundaries of a Municipality shall automatically be amended to include any territory annexed to the Municipality.

Section 2.04. Voter Approval.

- (a) The Initial Signatories agree to submit ballot questions and/or ballot issues seeking voter approval of the establishment of the Authority herein at elections to be conducted on the 8th day of November, 2016 in accordance with the Act and other applicable laws (the "Election"). Three separate ballot questions, which are hereafter referred to by the names indicated below and drafts of which are attached herein as Appendixes C-1 through C-4, shall be submitted to the registered electors of the following described areas within the boundaries of the Initial Signatories:
 - (i) the "San Miguel County Establishment Question", a draft of which is attached herein as Appendix C-1, shall be submitted to San Miguel County registered electors residing within the unincorporated area within the proposed Authority Boundary;
 - (ii) the "Town of Telluride Establishment Question", a draft of which is attached herein as Appendix C-2, shall be submitted to the registered electors of the Town of Telluride;
 - (iii) the "Town of Mountain Village Establishment Question", a draft of which is attached herein as Appendix C-3, shall be submitted to the registered electors that are residents of the Town of Mountain Village;
 - (iv) the "Town of Mountain Village Funding Question", a draft of which is attached hereto as Appendix C-4, shall be submitted to the registered electors of the Town of Mountain Village.
- (b) With the intent to put forth these measures as a coordinated election under the Clerk of San Miguel County, the Governing Body of each of the Initial Signatories named in the title of each ballot question shall take all actions necessary to submit such questions to the appropriate registered electors at the Election but may modify the ballot questions submitted by it in any manner that is consistent with the terms of this Agreement and the ballot questions/issues attached herein in Appendices C-1 through C-5. Any Governing Body's modification(s) to a ballot question that is inconsistent with the terms of this Agreement and the attached appendices shall require the written

consent of each of the other Initial Signatories prior to its submittal to that body's registered electors. The designated election official for a coordinated election shall be the San Miguel County Clerk and Recorder.

(d) Each Initial Signatory shall pay the costs of conducting the election within its boundaries. For the purposes of allocating such costs, costs allocable to electors who reside in, or are properly registered to vote in a municipality shall be allocated to the municipality in which they reside or are registered to vote, and costs allocable to electors who reside in unincorporated areas shall be allocated to the county in which they reside.

Section 2.05. Initial Members. The Initial Signatories whose participation in the Authority is authorized by a majority of the registered electors voting on the ballot questions indicated below shall be the Initial Members of the Authority on the date the Authority is originally established pursuant to the Agreement:

- (a) Unincorporated San Miguel County within the boundaries of the Telluride R-1 School District will be an Initial Member if a majority of the San Miguel County registered electors voting thereon approve the San Miguel County Establishment Question;
- **(b)** Town of Telluride will be an Initial Member if a majority of the Town of Telluride registered electors voting thereon approve the Town of Telluride Establishment Question;
- (c) Town of Mountain Village will be an Initial Member if a majority of the Town of Mountain Village registered electors that are legal residents of the Town of Mountain Village voting thereon approve the Town of Mountain Village Establishment Question, and if a majority of the Town of Mountain Village registered electors approve the Town of Mountain Village Funding Question;

Section 2.06. Additional Members. Appendix A to the SMART IGA shall be amended to include the following:

All territory within the Town of Rico and all territory subsequently annexed into the Town of Rico.

Section 2.07. Town of Rico Voter Approval. Appendix C to the SMART IGA shall be amended to reflect the Ballot Question passed by the electors of the Town of Rico on November

5, 2019, approving inclusion of the Town of Rico and all territory subsequently annexed into the Town of Rico into SMART.

ARTICLE III

BOARD OF DIRECTORS

Section 3.01. Establishment and Powers. The Authority shall be governed by a Board of Directors as described in this Article. The Board shall exercise and perform all powers, privileges and duties vested in or imposed on the Authority, subject to the provisions of this Agreement and §604(1)(a) of the Act.

Section 3.02. Directors. The Board shall be composed of two regular Directors appointed by each Member from the Town of Telluride, the Town of Mountain Village, San Miguel County and one regular Director from the Town of Rico.

Section 3.03. Alternate Directors. In addition to the Director(s) appointed by it, each Member shall appoint one Alternate Director who shall be deemed to be such Member's Director for all purposes including, but not limited to, voting on resolutions whenever the person appointed as such Member's Director is absent from a Board meeting.

Section 3.04. Appointment of Directors and Alternate Directors. As required by §603(2)(b)(I) of the Act, each of the Director(s) and the Alternate Director appointed by a Member shall both be elected officials of the Governing Body of such Member and shall be appointed as a Director or Alternate Director by the elected officials of the Governing Body of such a member.

Section 3.05. Terms of Office. The term of office of each Director and Alternate Director shall commence with the first meeting of the Board following his or her appointment and shall continue until (a) the date on which a successor is duly appointed or (b) the date on which he or she ceases to be a member of the Governing Body of the appointing Member.

Section 3.06. Resignation and Removal. Any Director or Alternate Director (a) may resign at any time, effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning; and (b) may be removed at any time by the Governing Body of the Member that appointed him or her, effective upon receipt by the Secretary or the Chair of written notice signed by the Governing Body of the appointing Member.

Section 3.07. Vacancies. Vacancies in the office of any Director or Alternate Director shall be filled in the same manner in which the office was originally filled pursuant to Section 3.04 herein.

Section 3.08. Compensation. Directors and Alternate Directors shall serve without compensation but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board.

???Section 3.09. Resolution and Voting. All actions of the Board shall be by written resolution. Except as otherwise provided in Section 3.10 herein, resolutions of the Board shall be adopted upon the affirmative vote at an open and noticed public meeting of at least a simple majority of the Directors then in office who are eligible to vote on the measure. A minimum vote of two-thirds of the Directors then in office is required per §43-4-605(2)(11) C.R.S. in the case of adding territory and members to the Authority. The Authority shall provide at least 48 hours written notice of meetings to each Director and Alternate Director and to the Governing Body of each Member. Notwithstanding any other provision herein, a Director shall disqualify himself or herself from voting on any issue with respect to which he or she has a conflict of interest, unless he or she has disclosed such conflict of interest in compliance with §18-8-308 and 24-18-101 et seq., C.R.S., as amended.

Section 3.10. Special Rules Regarding Adoption of the Authority's Annual Budget.

Notwithstanding Section 3.09 herein, if the Board fails to approve the Authority's annual budget by resolution adopted in accordance with Section 3.09 herein by the end of the immediately preceding fiscal year of the Authority or any earlier date required by State law, until an annual budget is adopted, the Authority's budget for such year shall be the prior year's budget, with adjustments approved by a majority of the Directors then in office who are eligible to vote thereon that, in the aggregate, do not exceed the sum of "inflation" and the Authority's "local growth" as determined in accordance with Article X, §20(2)(f) and (g) of the Colorado Constitution. The procedures set forth in this Section may be modified by bylaws or rules adopted in accordance with Section 3.12 herein.

Section 3.11. Powers of the Board. The Board shall, subject to the limitations set forth herein, have (a) all powers that may be exercised by the board of directors or a regional transportation authority pursuant to the Act, including, but not limited to, the powers conferred by section 604(1) and (3) of the Act, and (b) all powers that may be exercised by the governing board of a separate legal entity that has been lawfully created by a contract among the Members pursuant to the Intergovernmental Relations Statute.

Section 3.12. Bylaws and Rules. The Board, acting by resolution adopted as provided in Section 3.09 herein, shall adopt bylaws or rules governing the activities of the Authority and the Board, including, but not limited to, bylaws or rules governing the conduct of Board meetings, voting procedures, the type of resolutions that must be in writing and procedures for the resolution of issues on which a simple or super majority cannot be obtained in accordance with Section 3.09 herein.

Section 3.13. Additional Directors. Notwithstanding any other provision herein, in order to comply with the provisions of §603(2)(b)(I) requiring a minimum of five Directors, if at any time there are fewer than five appointed Directors, then the underrepresented Member shall appoint an additional Director from the elected governing body of its jurisdiction within thirty days of the vacancy.

Section 3.14. Board Officers. The Board shall elect a Chair, a Vice Chair, a Secretary, and a Treasurer. The offices of Chair and Secretary may not be held by the same person.

- (a) Chair. The Chair shall have the power to call meetings of the Board; the power to execute, deliver, acknowledge, file and record on behalf of the Authority such documents as may be required by this Agreement, the Act or other applicable law; and such other powers as may be prescribed from time to time by the Board. The Chair may execute and deliver contracts, deeds and other instruments and agreements on behalf of the Authority as are necessary or appropriate in the ordinary course of its activities or as are duly authorized or approved by the Board. The Chair shall have such additional authority, powers and duties as are appropriate and customary for the office of the chair of the board of directors or entities such as the Authority, and as the Board may otherwise prescribe.
- **(b)** Vice Chair. The Vice Chair shall be the Officer next in seniority after the Chair and, upon the absence of the Chair, shall have the authority, powers and duties of the Chair. The Vice Chair shall have such additional authority, powers and duties as are prescribed by the Board.
- (c) Secretary. The Secretary shall give, or cause to be given, notice of all meetings (including special meetings) of the Board, keep written minutes of such meetings, have charge of the Authority's seal, be responsible for the maintenance of all records and files and the preparation and filing of reports to governmental agencies (other than tax returns), have authority to impress or affix the Authority's seal to any instrument requiring it (and, when so impressed or affixed, it may be attested by his or her signature), and have such other authority, powers and duties as are appropriate and

customary for the office of the secretary of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been elected, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

(d) Subject to rules and procedures established by the Board, the Treasurer. Treasurer shall be responsible or shall cause a designee of the Board to be responsible for custody of the funds and all stocks, bonds and other securities owned by the Authority and shall be responsible for the preparation and filing of all tax returns, if any, required to be filed by the Authority. The Treasurer shall receive all moneys paid to the Authority and subject to any limits imposed by the Board or the Chair, shall have authority to give receipts and vouchers, to sign and endorse checks and warrants in the Authority's name and on the Authority's behalf, and to give full discharge for the same. The Treasurer shall also have charge of disbursements of the funds of the Authority, shall keep full and accurate records of the receipts and disbursements, and shall deposit all moneys and other valuables in such depositories as shall be designated by the Board. The Treasurer shall deposit and invest all funds of the Authority in accordance with this Agreement and laws of the State applying to the deposit and investment of funds or regional transportation authorities formed under the Act. The Treasurer shall have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been elected, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

ARTICLE IV

ADMINISTRATIVE AND ADVISORY COMMITTEES

Section 4.01. Generally. The Board, in accordance with §43-4-604(3)(h), C.R.S., has the power to appoint advisory committees related to the operations and planning of regional transportation and define the duties thereof.

Section 4.02. Administrative Advisory Committee. The Board shall appoint members to an Administrative Advisory Committee serving at the direction and pleasure of the Board. The term durations, number of members and makeup of the Administrative Advisory Committee will be determined and approved by a resolution of the Directors. The purpose of the Administrative Advisory Committee includes, but is not limited to, to advising on the Authority annual budget, operations and long-range planning for Board adoption. Directors, Alternate Directors or

Officers of the Authority shall not be members of the Administrative Advisory Committee. The Administrative Advisory Committee shall not be authorized to exercise any power of the Board.

Section 4.03. Other Advisory Committees. The Board may appoint and maintain other Advisory Committees to develop recommendations with respect to policy, planning and service matters. The members of Advisory Committees may be citizens, business and resort representatives, other regional government or public agencies that represent service areas outside the boundaries of the Authority. Directors or Alternate Directors of the Authority may participate in these Advisory Committees. Advisory Committees shall not be authorized to exercise any power of the Board.

ARTICLE V

PERSONNEL

Section 5.01 Generally. Personnel will be at-will employees of the Authority including but not limited to an administrator and/or finance manager. Employees shall be recruited in an open process in accordance with equal opportunity employment requirements that prohibit discriminatory hiring practices based on age, race, gender, disability or religion or any other status protected by federal or state law.

Section 5.02. Administrator. The Administrator shall be the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers or duties as may be prescribed by the Board. The administrator will hire and supervise staff for the Authority based on approved budget allocations for such positions.

Section 5.03. Powers and Duties. Notwithstanding any other provision of this Article, the Board at any time may expand, limit or modify the powers and duties of any employee.

Section 5.04. Vacancies. Vacancies in the office of any employee shall be filled in the same manner in which such office was originally filled.

Section 5.05. Compensation. The Authority shall determine the compensation of employees for services performed, and may reimburse them for expenses incurred, in serving in such capacities upon such terms and procedures as may be established by the Board.

ARTICLE VI

POWERS OF THE AUTHORITY

Section 6.01. General Grant of Power. The Authority shall, subject to limitations set forth herein, have (i) all powers granted by the Act to regional transportation authorities and (ii) all powers that may be exercised by a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute. Such powers shall include, but shall not be limited to:

- (a) the specific powers described in §42-4-605, C.R.S.;
- (b) the power to establish Regional Transportation Activity Enterprises in accordance with §42-4-606, C.R.S.;
- (c) the power to establish local improvement districts in accordance with §42-4-608, C.R.S.;
- (d) the power to issue bonds in accordance with §42-4-609, C.R.S.;
- (e) the power to cooperate with any person or entity as provided in §42-4-610, C.R.S.;
- (f) the power to invest or deposit funds as provided in §42-4-616, C.R.S.; and
- (g) the power to petition for a judicial examination and determination of any power, act, proceeding or contract of the Authority as provided in §42-4-620, C.R.S.

Section 6.02. Specific Responsibilities. In addition to the general powers described in Section 6.01 herein, the Authority shall have the responsibilities described in this Section and shall have all powers necessary to carry out such responsibilities, subject to the availability of funds and, to the extent required by law, annual appropriation of funds by the Board. The description of specific responsibilities and powers in this Section shall not, however, limit the general powers of the Authority described in Section 6.01 herein.

- (a) Regional Transit Services. The Authority shall coordinate and may operate and fund Regional Transit Services as described in Appendix D, the Initial Service Plan, as may be amended from time to time per Article XI herein.
- **(b) Contract Transit Services.** The Authority may enter into contracts with any Member or other person or entity for the provision of transit services in the manner and subject to the terms of such contracts.
- **(c) Regional Transportation Planning.** The Authority shall engage in annual regional transportation planning to direct the Authorized Transportation Projects, pursue local,

federal or state funding and coordinate overall transportation policy within the area in which it provides transit services. Regional transportation planning shall, as determined by the Board, include short range service and infrastructure planning as well as long range planning, corridor investment studies and related impact analyses.

- (d) Planning, Construction and Maintenance of Regional Trails and Pedestrian Infrastructure. The Authority shall provide planning and funding support for regional public trail maintenance, improvement and construction, in cooperation with Members, advisory groups and other agencies including but not limited to the USFS, BLM and COOT. The emphasis will be on multi-modal trails that provide improved accessibility and connections between transit nodes, population centers and communities.
- **Local Service.** The Authority may operate Authorized Transportation Projects of a Member jurisdiction (as distinguished from regional services) except as otherwise specifically provided herein, only pursuant to an agreement to which such Member pays the Authority for the services provided on the same fully allocated cost basis otherwise used to determine costs of services throughout the Authority's service area.
- (f) Aerial Tramway (Gondola). The Authority may plan for transitioning operations, maintenance, capital improvements, and the funding required for such functions of the Telluride-Mountain Village Gondola system (the "Gondola") to the Authority by December 31, 2027.
 - 1) Capital Expenses. The Authority may fund capital expenditures that have a useful life that extends beyond December 31, 2027. In such an event the Authority would fund the portion of the capital expense that is projected to extend beyond December 31, 2027. This limitation, however, shall not preclude individual Member contributions and/or Authority contributions for capital expenditures for enhanced Gondola operations prior to December 31, 2027 above the legal minimum service standards as established under the legal requirements of the First Amended and Restated Gondola Operating Agreement dated July 28, 1999.
 - 2) Operational Expenses. The Authority may aggregate funds from Members related to the operation for the Gondola prior to December 31, 2027, but the Authority may not expend such funds for operations prior to December 31, 2027. This limitation, however, shall not preclude individual Member contributions and/or Authority contributions for enhanced Gondola operations above the legal minimum service standards as established under the legal

requirements of the First Amended and Restated Gondola Operating Agreement dated July 28, 1999, nor shall this limitation preclude the Authority from expending local, state or federal grants for the operation of the Gondola.

Nothing in this Section 6.02(f)(2) shall be construed as obligating Authority tax revenue to fund operational expenses up to the legal minimum service standards of the Gondola prior to December 31, 2027.

Notwithstanding any of the foregoing, it is an objective of the Authority to assure the ongoing operation of the Gondola beyond December 31, 2027.

- **(g) Transportation Related Infrastructure.** The Authority may assume the maintenance of existing facilities and may develop new park-and-ride facilities, transit stops, vehicle maintenance garages, trails, or other necessary infrastructure related to operations under the purview of the Authority.
- (h) Roadway Maintenance & Improvements
- (i) Rail Projects and Service

Section 6.03. Limitations on Powers of the Authority. Notwithstanding Sections 6.01 and 6.02 herein, the powers of the Authority shall be limited as follows:

- (a) the Authority may only finance, construct, operate and maintain authorized transportation projects;
- **(b)** Advisory Committees may only be appointed and may only exercise the powers as provided in Article IV herein;
- (c) no action to establish or increase a tax or to create a multiple fiscal year debt or other financial obligation that is subject to §20(4)(b) of article X of the State Constitution shall take effect unless first submitted to a referendum vote in accordance with §42-4-612 of the Act;
- (d) the Board shall deliver notice of any proposal to establish, increase or decrease any tax to any County or Municipality where the proposed tax or fee would be imposed in accordance with §42-4-613 of the Act; and

(e) a notice of the imposition of or any increase in any fee or tax or the issuance of Bonds shall be sent to the Division of Local Government and shall be filed with the State Auditor and the State Transportation Commission in accordance with §42-4-614 of the Act.

Section 6.04. Existing Transit Services. The Authority shall not assume responsibility for the operation, funding or maintenance of any transit services provided by a Member as set forth in Appendix D without the approval of that Member and of the Authority.

ARTICLE VII

FUNDING THE AUTHORITY

Section 7.01. Baseline Funding. The baseline funding of the Authority can be provided from the following sources pursuant to §43-4-605(1), 612, 613, and 614, C.R.S.:

- (a) A sales or use tax or both up to the maximum allowed under state law with voter approval.
- **(b)** A property tax mill levy of up to 5 mills with voter approval.
- (c) A visitor benefit tax up to 2% with voter approval.
- (d) An annual motor vehicle registration fee of not more than ten dollars for each motorized vehicle registered with the San Miguel County Clerk and Recorder by persons residing within the boundaries of the Authority and stipulations as otherwise authorized by the Act. This fee can be imposed without further voter approval.

Section 7.02. Discretionary Member Contributions. A Member jurisdiction may make funding contributions, provide in-kind services or pay costs that otherwise would have been paid by the Authority (referred to as a "Discretionary Member Contribution"). Discretionary member contributions will be subject to Board approval on a case-by-case basis. The Authority will make a good faith effort to grant such Member a credit against other contributions or contract service payments to the Authority by or on behalf of such Member, in an amount equal to the discretionary member contribution.

Section 7.03. Mitigation of Development Impacts. The Authority acknowledges that regional land use development has an impact upon local and regional traffic congestion and the availability of parking, and agrees that improved transit services and infrastructure are a means for mitigating such impacts. Accordingly, Member jurisdictions shall provide recommendations for the appropriate planning and zoning boards to address transit-based mitigation of the projected traffic impacts of a new development within their jurisdiction. Members shall provide recommendations regarding the means by which that the mitigation is imposed. This can include ordinance-based transit impact fees, conditions for approval imposed upon individual development projects, or other means. Funds derived from such mitigation may be remitted to the Authority to offset capital or operational costs and outlays associated with providing regional transit services to the Member.

Section 7.04. Pursuit of Grants. The Authority shall actively pursue grants to support its activities, including grants for offsetting operating and capital expenditures, long range planning and environmental review. The Authority shall also cooperate and assist Members in their pursuit of grants for transportation projects.

Section 7.05. Capital Projects and Bonds. The Authority may fund capital projects by the issuance of Authority Bonds pursuant to §43-4-609 if voter approval is obtained for the issuance of such bonds as required §43-4-612(2); through lease purchase agreements or other arrangements permitted by, and subject to compliance with the applicable provisions of State and Federal law; or through one or more agreements with one or more Members. Regional Transportation Enterprises pursuant to §43-4-606 do not require voter approval.

Section 7.06. No Implied Limits on Powers. Except as otherwise specifically provided, no provision of this Article shall limit the Authority's powers under the Act.

ARTICLE VII

MEMBERS

Section 8.01. Initial Members. The Initial Members shall be the Initial Signatories whose participation in the Authority is approved by its registered electors at the November 2016 election as described in Section 2.05 herein.

Section 8.02. Withdrawal of Initial Members.

(a) An Initial Member may withdraw from the Authority only if:

- (i) Any Ballot Questions required for the establishment of the Authority under Section 2.04 herein are not approved at the initial Election by a majority of the electors voting thereon; or
- (ii) If a Ballot Question regarding the establishment of the Authority fails within the jurisdictional boundaries of one or more of the Initial Signatories, the Governing Body of an Initial Member where a Ballot Question has passed may, subsequent to the initial Election adopt a resolution or ordinance, and deliver written notice to all the other Initial Members, stating that such Initial Member has withdrawn from the Authority.
- (ii) Members may only withdraw from the Authority subject to the conditions set forth in this Section. In particular none of the Initial Signatories may withdraw from the Authority if all three ballot measures described in Section 2.04(a) herein are approved by a majority of the registered electors voting thereon.
- **(b)** If an Initial Member withdraws from the Authority pursuant to subsection (a) of this Section:
 - (i) the territory within the boundaries of such Initial Member will be excluded from the Boundaries of the Authority and Appendices A and B shall be amended.
 - (ii) the obligations of such Initial Member set forth in the Agreement shall terminate.

Section 8.03. Additional Members. Any County or Municipality or portion thereof, which is not an Initial Member of the Authority, may become a Member (for purposes of this Section, a "new Member") effective upon:

- (a) The adoption of a resolution of the Board in accordance with Section 3.09 herein, the effectiveness of which may be conditioned by agreement and compliance of such new Member with any conditions which the Board, in its sole discretion, sees fit to impose;
- (b) unless the new Member is the State, approval of such new Member's participation in the Authority by the electors residing within the territory of the new Member that is to be included in the Boundaries of the Authority; and
- (c) compliance with any other conditions to the admission of such new Member as a Member or its execution of the amended Agreement imposed under the Act, the Intergovernmental Relations Statue or any other applicable law.

Section 8.04 Future Elections. Non-resident property owners within the Town of Mountain Village who constitute registered electors within the Town of Mountain Village shall be eligible to vote on future ballot questions arising under §612(1) of the Act (a referendum election to establish or increase any tax authorized by the Act). However, non-resident property owners shall not be eligible to vote on future ballot questions arising under §612(2) of the Act (a referendum election to create a multiple fiscal year debt or other financial obligation that is subject to §20(4)(b) of article X of the State Constitution). In recognition of the restriction to be placed on the Town of Mountain Village's non-resident registered electors, which by the terms of this Agreement, shall not be entitled to vote on any question arising under §612(2) of the Act, it is the intent of the Members herein that, to the extent possible, future elections be limited to such issues that recognize and permit the enfranchisement of all registered electors within the boundaries of the Authority, including the non-resident property owners of the Town of Mountain Village.

ARTICLE IX

TERM AND DISTRUBTION OF ASSETS UPON TERMINATION

Section 9.01. Effective Date. The term of the Agreement shall begin when all the conditions to the establishment of the Authority set forth in Section 2.01 herein have been satisfied.

Section 9.02. Termination. The term of this Agreement shall end when all the Members agree in writing to terminate this Agreement provided, however, that this Agreement may not be terminated so long as the Authority has any Bonds outstanding.

Section 9.03. Distribution of Assets Upon Termination. Upon termination of this Agreement pursuant to Section 9.02 herein, after payment of all Bonds and other obligations of the Authority, the net assets of the Authority shall be distributed to the parties who are Members at such time in proportion to the sum of:

- (a) the amount of cash and the value of property and services contributed by them to the Authority pursuant to Article VII and VIII herein minus the amount of cash and the value of property previously distributed to them by the Authority and
- (c) the unexpended amount of collected Authority approved and imposed taxes or other charges, other than fares paid by the taxpayers of a Member to the

Authority. Taxes or other charges paid by residents of areas of Counties which are also located within a Municipality will be allocated 100% to the Municipality for such purposes.

ARTICLE X

DEFENSE OF DIRECTORS, OFFICER, MEMBERS OF ADVISORY COMMITTEES AND EMPLOYEES

The Authority shall insure and defend each Director, Officer, member of an Advisory Committee and employee of the Authority in connection with any claim or actual or threatened suit, action or proceeding (civil, criminal, or other, including appeals), in which he or she may be involved in his or her official capacity by reason of his or her being or having been a Director, Officer, member of a Committee or employee of the Authority, or by reason of any action or omission by him or her in such capacity. The Authority shall insure and defend each Director, Officer or member of a committee and employee of the Authority against all liability, costs and expenses arising from any such claim, suit or action, except any liability arising from criminal offenses or willful misconduct or gross negligence. The Authority's obligations pursuant to this Article shall be limited to funds of the Authority available for such purposes, including but not necessarily limited to insurance proceeds. The Board may establish specific rules and procedures for the implementation of the Article.

ARTICLE XI

AMENDMENTS

Section 11.01. Amendments Generally. This Agreement may be amended upon unanimous consent of all Members and only by resolution of the Board. Such consent shall first be manifested by a majority affirmative vote of the governing bodies of each Member.

Section 11.02. Amendments to Boundaries. The Initial Boundaries outlined in Appendix A "Determination of the Boundaries of the Authority" herein, may be amended in accordance with Section 11.01 herein and with the required approval of the registered voters of any municipal or unincorporated portion of a county proposed to be added to the territory of the Authority. For purposes of this Section, territory of a Member that is a Municipality shall include territory within such Municipality's boundaries or within such Municipality's comprehensive planning area of influence as established as of the date to first set forth above, but shall not include any territory which has previously been included within the incorporated boundaries of another Municipality.

Section 11.03. Modification of Appendices C-1 through C-4. Notwithstanding any other provision herein, any ballot question attached herein as Appendix C-1 through C-4 may be modified by the Governing Body of the Initial Signatory responsible for submitting such ballot question to the electors as provided in Section 2.04 herein.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Adoption and Execution of Agreement in Accordance with Law. Each Initial Signatory hereby represents to each other Initial Signatory that it has adopted and executed this Agreement in accordance with applicable law.

Section 12.02. Parties in Interest. There are no expressed or implied third party beneficiaries to this Agreement.

Section 12.03. No Personal Liability. No covenant or agreement contained in this Agreement or any resolution or bylaw issued by the Board shall be deemed to be a covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Member in his or her individual capacity.

Section 12.04. Notices. Except as otherwise provided in this Agreement, all notices, or other communications by the Authority, any Member, any Personnel or any member of an Advisory Committee, to any other such person pursuant to the Agreement shall be in writing; shall be given a reasonable period of time to be posted or otherwise publicly noticed.

Section 12.05. Assignment. None of the rights or benefits of any Member may be assigned, nor may any of the duties or obligations of any Member be delegated without the express written consent of all the Members.

Section 12.06. Severability. In any clause, provision, subsection, Section or Article of the Agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or enforceability of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions of this Agreement.

Section 12.07. Interpretation. Subject only to the express limitations set forth herein, this Agreement shall be liberally construed in accordance with the stated purposes of the Agreement and the applicable provisions of the Act.

Section 12.08. Governing Law. The laws of the State shall govern the construction and enforcement of the Agreement Venue for purposes of any litigation arising under this Agreement shall only be proper in the San Miguel County District Court.

Signature Page

SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION INTERGOVERNMENTAL AGREEMENT AMENDMENT

Approved by SMART Board of Directors June 13th, 2024

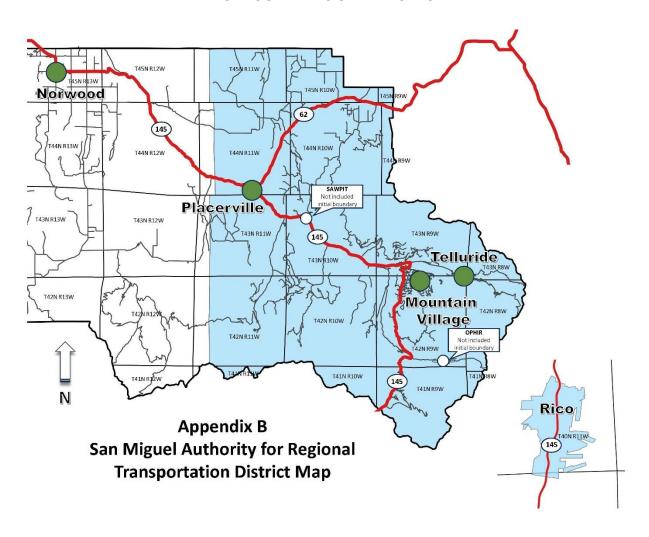
ATTEST:	TOWN OF TELLURIDE, COLORADO
	Ву:
Telluride Town Clerk	Printed Name:
	Title:
	Date:
ATTEST:	TOWN OF MOUNTAIN VILLAGE, COLORADO
	Ву:
Mountain Village Town Clerk	Printed Name:
	Title:
	Date:
ATTEST:	SAN MIGUEL COUNTY, COLORADO
	Ву:
San Miguel County Clerk	Printed Name:
	Title:
	Date:
ATTEST:	RICO, COLORADO
	Ву:
Rico Town Clerk	Printed Name:
	Title:
	Date:

APPENDIX A DETERMINATION OF BOUNDARIES OF THE AUTHORITY

The Initial Boundaries of the Authority shall consist of:

- 1. If the Authority is approved by a majority of the registered electors of the Town of Telluride voting thereon at the Election, all territory within the Town of Telluride and all territory subsequently annexed to the Town of Telluride.
- 2. If the Authority is approved by a majority of the registered electors of the Town of Mountain Village voting thereon at the Election, all territory within the Town of Mountain Village and all territory subsequently annexed to the Town of Mountain Village.
- 3. If the Authority is approved by the majority of registered electors of the unincorporated territory of San Miguel County within election precincts (as defined of the date herein) existing within the Telluride R1 School District as defined in boundary map Appendix B, voting thereon at the Election.
- 4. If the Authority is approved by a majority of the registered electors of the Town of Rico voting thereon at the Election, all territory within the Town of Rico and all territory subsequently annexed into the Town of Rico.

APPENDIX B MAP OF BOUNDARIES OF THE AUTHORITY



APPENDIX C-1 SAN MIGUEL COUNTY ESTABLISHMENT BALLOT QUESTION

SHALL SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION ("SMART") TAXES BE INCREASED \$1,300,000.00 IN 2017 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM (I) THE LEVY OF AN ADDITIONAL 0.25% SALES TAX (ONE CENT ON EACH FOUR DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO AND (II) THE LEVY OF A UNIFORM MILL LEVY OF 0.75 MILLS ON ALL TAXABLE PROPERTY LOCATED WITHIN THE TERRITORY OF SMART: PROVIDED THAT SUCH TAX INCREASE COMMENCE ON JANUARY 1, 2017: AND SHALL SMART BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE SMART INTERGOVERNMENTAL AGREEMENT (THE "SMART IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN SAN MIGUEL COUNTY, THE TOWN OF TELLURIDE AND THE TOWN OF MOUNTAIN VILLAGE, COLORADO, FOR THE PURPOSE OF PROVIDING EXPANDED MASS TRANSIT AND OTHER TRANSPORTATION SERVICES IN ACCORDANCE WITH THE SMART IGA; AND SHALL ALL AMOUNTS RECEIVED BY SMART FROM SUCH TAX INCREASES AND OTHER REVENUES AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

YES	NO

APPENDIX C-2 TOWN OF TELLURIDE ESTABLISHMENT BALLOT QUESTION

SHALL SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION ("SMART") TAXES BE INCREASED \$1,300,000.00 IN 2017 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM (I) THE LEVY OF AN ADDITIONAL 0.25% SALES TAX (ONE CENT ON EACH FOUR DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO AND (II) THE LEVY OF A UNIFORM MILL LEVY OF 0.75 MILLS ON ALL TAXABLE PROPERTY LOCATED WITHIN THE TERRITORY OF SMART: PROVIDED THAT SUCH TAX INCREASE COMMENCE ON JANUARY 1, 2017: AND SHALL SMART BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE SMART INTERGOVERNMENTAL AGREEMENT (THE "SMART IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN SAN MIGUEL COUNTY, THE TOWN OF TELLURIDE AND THE TOWN OF MOUNTAIN VILLAGE, COLORADO, FOR THE PURPOSE OF PROVIDING EXPANDED MASS TRANSIT AND OTHER TRANSPORTATION SERVICES IN ACCORDANCE WITH THE SMART IGA; AND SHALL ALL AMOUNTS RECEIVED BY SMART FROM SUCH TAX INCREASES AND OTHER REVENUES AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

YES	NO

APPENDIX C-3 TOWN OF MOUNTAIN VILLAGE ESTABLISHMENT BALLOT QUESTION

SHALL SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION ("SMART") TAXES BE INCREASED \$1,300,000.00 IN 2017 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM (I) THE LEVY OF AN ADDITIONAL 0.25% SALES TAX (ONE CENT ON EACH FOUR DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO AND (II) THE LEVY OF A UNIFORM MILL LEVY OF 0.75 MILLS ON ALL TAXABLE PROPERTY LOCATED WITHIN THE TERRITORY OF SMART; PROVIDED THAT SUCH TAX INCREASE COMMENCE ON JANUARY 1, 2017; AND SHALL SMART BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE SMART INTERGOVERNMENTAL AGREEMENT (THE "SMART IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN SAN MIGUEL COUNTY, THE TOWN OF TELLURIDE AND THE TOWN OF MOUNTAIN VILLAGE, COLORADO, FOR THE PURPOSE OF PROVIDING EXPANDED MASS TRANSIT AND OTHER TRANSPORTATION SERVICES IN ACCORDANCE WITH THE SMART IGA; AND SHALL ALL AMOUNTS RECEIVED BY SMART FROM SUCH TAX INCREASES AND OTHER REVENUES AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

YES	NO

APPENDIX C-4 TOWN OF MOUNTAIN VILLAGE FUNDING BALLOT QUESTION

SHALL SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION ("SMART") TAXES BE INCREASED \$1,300,000.00 IN 2017 (FIRST FULL FISCAL YEAR) AND BY WHATEVER AMOUNTS ARE RAISED ANNUALLY THEREAFTER FROM (I) THE LEVY OF AN ADDITIONAL 0.25% SALES TAX (ONE CENT ON EACH FOUR DOLLARS OF TAXABLE SALES) ON EVERY TRANSACTION OR INCIDENT WITH RESPECT TO WHICH A SALES TAX IS LEVIED BY THE STATE OF COLORADO AND (II) THE LEVY OF A UNIFORM MILL LEVY OF 0.75 MILLS ON ALL TAXABLE PROPERTY LOCATED WITHIN THE TERRITORY OF SMART; PROVIDED THAT SUCH TAX INCREASE COMMENCE ON JANUARY 1, 2017; AND PROVIDED THAT THE REGISTERED ELECTORS OF THE TOWN OF TELLURIDE, THAT PORTION OF THE UNINCORPORATED AREA OF SAN MIGUEL COUNTY LOCATED WITHIN THE BOUNDARIES OF THE PROPOSED SMART AND THE RESIDENT REGISTERED ELECTORS OF THE TOWN OF MOUNTAIN VILLAGE APPROVED SMART TO BE ESTABLISHED IN ACCORDANCE WITH THE PROVISIONS OF THE SMART INTERGOVERNMENTAL AGREEMENT (THE "SMART IGA") AS MAY BE AMENDED FROM TIME TO TIME BETWEEN SAN MIGUEL COUNTY, THE TOWN OF TELLURIDE AND THE TOWN OF MOUNTAIN VILLAGE, COLORADO, FOR THE PURPOSE OF PROVIDING EXPANDED MASS TRANSIT AND OTHER TRANSPORTATION SERVICES IN ACCORDANCE WITH THE SMART IGA; AND SHALL ALL AMOUNTS RECEIVED BY SMART FROM SUCH TAX INCREASES AND OTHER REVENUES AND EARNINGS THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

YES	NO	ł	

APPENDIX C-5 TOWN OF RICO FUNDING BALLOT QUESTION

BALLOT ISSUE [2]:

SHALL THE PROPERTY WITHIN THE BOUNDARIES OF THE TOWN OF RICO BE INCLUDED IN THE BOUNDARIES OF THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION (SMART) AND BE SUBJECT TO THE SMART .75 MILL LEVY AND 0.25% SALES TAX FOR THE PURPOSES OF PROVIDING PUBLIC TRANSPORTATION BETWEEN RICO AND TELLURIDE AND ALLOWING RICO TO HA VE A SEAT ON THE SMART BOARD OF DIRECTORS?

YES	NO
ILJ	IVO

APPENDIX D INITIAL SERVICE PLAN

- 1. The Authority shall strive to deliver safe and reliable public transit services, and to consistently advocate and promote the use of multi-modal transit systems.
- 2. The Authority shall engage in comprehensive long range transportation planning under the direction of the San Miguel Authority for Regional Transportation Board with participation from the Advisory Committees and other regional stakeholders. Within the long range transportation planning process, an initial service plan shall be developed, which shall include but not be limited to the following elements:
 - a. Improved transit coordination, services and schedules;
 - b. A phased plan for transit related facilities and infrastructure;
 - c. A review and plan for specialized transit services, as outlined below (3-d).
 - d. Long term sustainable funding

The Initial Service Plan shall be subject to SMART Board Adoption.

- 3. The Authority shall consider enhancing or providing new transit services including but not limited to the following:
 - a. Transit serving Placerville/Down Valley, Norwood, Ridgway, Montrose, Ophir, Rico, and Cortez, including points between these jurisdictions.
 - b. Transit service for Lawson Hill and neighboring communities.
 - c. Transit service during shoulder season, special event, and Gondola backup between the towns of Telluride and Mountain Village.
 - d. Specialized services including paratransit, medical appointment, and senior transit.
 - e. Regional trail planning, construction and maintenance with an emphasis on the provision of multi-modal linkages and accessibility to and between transit services, neighboring communities and population centers.
 - f. Assuming intra-town services in a manner consistent with existing or improved levels of service subject to the agreement of the effected Member jurisdiction.
 - g. Funding for maintenance, repairs and improvement of the gondola aerial tramway system, between Mountain Village and Telluride consistent with the provisions of Section 6.02(f)(1) and 6.02(f)(2).