

**TOWN OF MOUNTAIN VILLAGE
TOWN COUNCIL REGULAR MEETING
THURSDAY, JUNE 20, 2024, 2:00 PM
2nd FLOOR CONFERENCE ROOM, MOUNTAIN VILLAGE TOWN HALL
455 MOUNTAIN VILLAGE BLVD, MOUNTAIN VILLAGE, COLORADO
AGENDA **REVISED****

https://us06web.zoom.us/webinar/register/WN_SuT3iz9gQVyxpiPg6rR9eA

Please note that times are approximate and subject to change.

	Time	Min	Presenter	Type	
1.	2:00				Call to Order
2.	2:00	65		Legal	Executive Session for the Purpose of: <ul style="list-style-type: none"> a. Conference with Town Attorney for the Purpose of Receiving Legal Advice Regarding a Franchise Agreement and Use of Town Rights of Way, Pursuant to C.R.S. 24-6-402(4)(b) b. Conference with the Town Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions and Determining Positions Relative to Matters that may be Subject to Negotiations, Developing Strategies for Negotiations, and Instructing Negotiators with Respect to Town of Mountain Village v. Alexander, Pursuant to C.R.S. 24-6-402(4)(b) c. Receiving Legal Advice on Specific Legal Questions, to Determine Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations and/or Instructing Negotiators, In Connection With the Acquisition of Land Pursuant to C.R.S. 24-6-402(4)(b) and (e)
3.	3:05	5	Knobbe	Action	Consideration of a Proclamation Declaring the Month of June as Immigrant Heritage Month
4.	3:10	5	Ward	Informational	Staff Introduction: <ul style="list-style-type: none"> a. Erin Howe, Planning Tech
5.	3:15	5	Johnston	Action	Consent Agenda: All matters in the Consent Agenda are considered to be routine by the Town Council and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately: <ul style="list-style-type: none"> a. Consideration of Approval of the May 16, 2024 Regular Town Council Meeting Minutes
6.	3:20	10	Wisor	Informational	Department Updates

**TOWN COUNCIL MEETING
AGENDA FOR JUNE 20, 2024**

	Time	Min	Presenter	Type	
7.	3:30	20	Lemley	Informational	Finance: a. Presentation of the May 31, 2024 Business & Government Activity Report (BaGAR)
8.	3:50	5	Wise McConaughy	Action	Consideration of a Resolution Concerning Telluride Conference Center Event Contracts
9.	3:55	5	Wise McConaughy	Action	Consideration of an Agreement Between the Town of Mountain Village and TSG Ski & Golf, LLC For Use of the Zipcar Car Share Program
10.	4:00	5	Wise McConaughy	Action	Consideration of Approval of an Assignment Agreement between TSG Ski & Golf, LLC and the Town of Mountain Village Assigning Existing Telluride Conference Center Event Agreements
11.	4:05	5	Wise McConaughy	Action	Consideration of Approval of a Partial Assignment Agreement between TSG Ski & Golf, LLC and the Town of Mountain Village Assigning Portions of Existing Conference Center Event Agreements
12.	4:10	15	Lemley Loebe	Action Legislative	Discussion Regarding Funding of Mountain Village Floor Connector
13.	4:25	45	McConaughy	Action Legislative	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Calling for a Special Election on October 1, 2024 and Setting Ballot Questions Regarding Proposed Amendments to the Mountain Village Home Rule Charter
14.	5:10	15	Perez Hamlet Adler	Action Legislative	Consideration of a Resolution Approving a Height Variance Application for Lot 165, Unit 2, TBD Cortina Drive, Pursuant to CDC Section 17.4.16
15.	5:25	10	Ward Walters	Action Legislative	Second Reading, Public Hearing, and Council Vote on an Ordinance Regarding Community Development Code Amendments of CDC Section 17.6.1 Environmental Regulations and 17.8.1 Definitions
16.	5:35	5	Ward	Informational	Update Regarding Village Court Apartments Bus Stop Construction/ Funding Timeline
17.	5:40	10	Pearson Gomez	Work Session	Work Session Regarding VCA Voter Registration
18.	5:50	15			Dinner
19.	6:05	30	Haynes Kirn	Informational	Presentation Regarding Kamikatsu, Japan, a Zero-Waste Community
20.	6:35	20	Katz Robson	Informational	Regional Youth Hangout Update and Next Steps
21.	6:55	20	Council Members	Informational	Council Boards and Commissions Updates: 1. Telluride Tourism Board – Gomez

**TOWN COUNCIL MEETING
AGENDA FOR JUNE 20, 2024**

	Time	Min	Presenter	Type	
					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
22.	7:15	5			Public Comment on Non-Agenda Items
23.	7:20	5			Other Business
24.	7:25				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.

**TOWN COUNCIL MEETING
AGENDA FOR JUNE 20, 2024**

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

Immigrant Heritage Month 2024 Proclamation

WHEREAS, regardless of their immigration status, every human being has an inherent birthright to safety, food, and shelter; and

WHEREAS, we join people around the globe in commemorating World Refugee Day, a day when we recognize, honor, and uplift the strength, courage, and humanity of millions forced to flee violence, persecution, and war; and,

WHEREAS, the Town of Mountain Village honors the dignity of all town residents, regardless of nationality, and recognizes the importance of their many contributions to the social, cultural, and economic life of the city; and,

WHEREAS, discrimination and racism have profound impacts on immigrant communities, leading to trauma, exploitation, and fear; and

WHEREAS, dehumanization and objectification perpetuate harm and marginalization; and

WHEREAS, during National Immigrant Heritage Month, we recognize and celebrate the history and achievements of immigrant communities throughout the nation and within our local community; and

WHEREAS, immigrants have been tireless leaders not only in securing their own rights and access to equal opportunity, but have also campaigned to create a fairer and more just society for all Americans; and

WHEREAS, immigration enhances the Town of Mountain Village's cultural diversity, adding a variety of abilities, perspectives, languages, customs, traditions, values, and cuisines that benefit the residents of our city;

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

Immigrant Heritage Month

in the Town of Mountain Village, Colorado, and call this observance to the attention of all of our Citizens and encourage them to learn more about the social and economic impact of immigrants to our community and state.

Dated this 20th day of June 2024

Martinique Prohaska, Mayor

Susan Johnston, Town Clerk



TOWN OF MOUNTAIN VILLAGE
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**TOWN OF MOUNTAIN VILLAGE
MINUTES OF THE MAY 16, 2024
REGULAR TOWN COUNCIL MEETING**

Agenda Item 5a

The meeting of the Town Council was called to order by Mayor Marti Prohaska at 2:02 p.m. on Thursday, May 16, 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 (via Zoom)
Pete Duprey (via Zoom)
Tucker Magid (via Zoom)
Huascar E. Gomez

The following Town Council member was absent:

Jack Gilbride

Also in attendance were:

Paul Wisor, Town Manager
Michelle Haynes, Assistant Town Manager (via Zoom)
Susan Johnston, Town Clerk
Kim Schooley, Deputy Town Clerk
David McConaughy, Town Attorney
Lizbeth Lemley, Finance Director
Chris Broady, Police Chief
JD Wise, Economic Development & Sustainability Director
Molly Norton, Community Engagement Coordinator
Lauren Kirn, Environmental Efficiencies & Grant Coordinator
Amy Ward, Community Development Director
Kathrine Warren, Public Information Officer
Finn Kjome, Public Works Director
Scott Pittinger, Public Works Director
Jim Loebe, Transit & Recreation Director
Jim Soukup, Chief Technology Officer

Rob Johnson, Transit Manager
Jaime Holmes, HR Director
Drew Nelson, Senior Planner
Lauren Tyler, GIS Administrator
Brittany Newell, Rental Properties Manager
Claire Perez, Planner II
Julie Vergari, Assistant Finance Director
Marleina Taix, Housing Manager
Kyle Tanguay, Facilities Maintenance Manager
Tim Barber
Madeline Gomez
David Mack
Dan Montgomery
Jack Wesson
Chris Chaffin
Matt Skinner
Patrick Latcham
Sherri Reeder

Stephanie Fanos
Leslie Browning

Geneva Shaunette

Executive Session for the Purpose of: (2)

- a. **Receiving Legal Advice on Specific Legal Questions, to Determine Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations and/or Instructing Negotiators, In Connection with the Regional Wastewater Treatment Plant Pursuant to C.R.S. 24-6-402(4)(e)**
- b. **Determining Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations and/or Instructing Negotiators, In Connection with the Proposed Gondola Replacement and Expansion Pursuant to C.R.S. 24-6-402(e)**
- c. **Receiving Legal Advice on Specific Legal Questions, to Determine Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations and/or Instructing Negotiators, In Connection with Proposed Elections Related to Future Operation, Maintenance and Construction of the Gondola Systems Pursuant to C.R.S. 24-6-402(4)(b) and (e)**

Additional Executive Session Item Added by Mayor Prohaska:

- d. **Discussion with the Town Attorney for Legal Advice Regarding Pending Litigation Involving the Developer of Lot 109R Pursuant to C.R.S. 24-6-402(4)(b)**

On a **MOTION** by Scott Pearson and seconded Huascar E. Gomez (Rick), Council voted unanimously to move into Executive Session for the purpose of:

- a. Receiving legal advice on specific legal questions, to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and/or instructing negotiators, in connection with the Regional Wastewater Treatment Plant pursuant to C.R.S. 24-6-402(4)
- b. Determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and/or instructing negotiators, in connection with the proposed gondola replacement and expansion pursuant to C.R.S. 24-6-402(e)
- c. receiving legal advice on specific legal questions, to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and/or instructing negotiators, in connection with proposed elections related to future operation, maintenance and construction of the gondola systems pursuant to C.R.S. 24-6-402(4)(b) and (e)
- d. Discussion with the Town Attorney for legal advice regarding pending litigation involving the developer of Lot 109R pursuant to C.R.S. 24-6-402(4)(b)

at 2:05 p.m.

Council returned to open session at 3:08 p.m.

Consideration of a Proclamation Declaring the Month of May as Mental Health Awareness Month

(3)

Mayor Pro Tem Scott Pearson read the proclamation. Tri-County Health Network Immigrant Affairs Advocate Laura Fehrenbacher made a comment. Council discussion ensued. On a **MOTION** by Marti Prohaska and seconded by Huascar E. Gomez (Rick), Council voted unanimously to approve a Proclamation declaring the month of May as Mental Health Awareness Month.

Staff Introductions: (4)

a. Chris Yeh, VCA Maintenance Team

Facilities Maintenance Manager Kyle Tanguay introduced the new VCA Maintenance Team member Chris Yeh.

b. Aidan Flynn, Forestry Crew Leader

c. Alicia Web, Forestry Technician II

d. Trey Seeking, Forestry Technician I

e. Jonah Rofulowitz, Forestry Technician I

Town Forester Rodney Walters introduced new Forestry Crew Leader Aidan Flynn, Forestry Technician II Alicia Web, Forestry Technician I Trey Seeking, and Forestry Technician I Jonah Rofulowitz.

f. Jordan Menefee, Lead Preschool Teacher

Childcare Director Chambers Squier introduced the new Lead Preschool Teacher Jordan Menefee.

Consent Agenda:

All matters in the Consent Agenda are considered to be routine by the Town Council and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately: (5)

a. Consideration of Approval of the April 25, 2024 Regular Town Council Meeting Minutes

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

Council moved to agenda item 7.

Liquor Licensing Authority: Quasi-Judicial (6)

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

Susan Johnston and Event Coordinator Meehan Fee presented. Council discussion ensued. On a **MOTION** by Huascar E. Gomez (Rick) and seconded by Tucker Magid, Council voted to approve an Application for a Special Event Permit by San Miguel Mentoring partnering Telluride Food & Vite for a special event at the Telluride Raquet Club on June 14, 2024 from 9:00 a.m. to 2:00 p.m.

Council moved to agenda item 8.

Department Updates (7)

Town Manager Paul Wisor presented. Council discussion ensued.

Council moved to agenda item 6.

Finance: (8)

a. Presentation of the April 30, 2024 Business & Government Activity Report (BAGAR)

Lizbeth Lemley and Assistant Finance Director Julie Vergari presented. Council discussion ensued.

Consideration of a Resolution to Participate in The Centennial State Liquid Investment Pool (CSLIP) (9)

Lizbeth Lemley presented. Council discussion ensued. On a **MOTION** by Harvey Mogenson and seconded by Huascar E. Gomez (Rick), Council voted unanimously to approve a Resolution presented to participate in the Centennial State Liquid Investment Pool, CSLIP.

Second Reading, Public Hearing and Council Vote on an Ordinance Regarding Proposed CDC Building Code Amendments, Pursuant to CDC Section 17.1.7 Legislative (10)

Chief Building Official Lars Forsythe and Community Development Director Amy Ward presented. Mayor Prohaska opened the public hearing. There were no public comments. The Mayor closed the public hearing. Council discussion ensued.

a. International Plumbing Code (IPC)

On a **MOTION** by Pete Duprey and seconded by Huascar E. Gomez (Rick), Council voted 6-0 to approve on second reading an Ordinance amending CDC Section 17.7.17 regarding the International Plumbing Code (IPC) as presented.

b. International Fuel Gas Code (IFGC)

On a **MOTION** by Scott Pearson and seconded by Tucker Magid, Council voted 6-0 to approve on second reading an Ordinance amending CDC Section 17.7.14 regarding the International Fuel Gas Code (IFGC) as presented.

c. International Energy Conservation Code (IECC)

On a **MOTION** by Pete Duprey and seconded by Harvey Mogenson, Council voted 6-0 to approve on second reading an Ordinance amending CDC Section 17.7.12 regarding the International Energy Conservation Code (IECC) as presented.

Second Reading, Public Hearing, Council Vote on an Ordinance Regarding a CDC Amendment to Open Space Map Reference, Pursuant to CDC Section 17.3.10 Legislative (11)

Amy Ward presented. Mayor Prohaska opened the public hearing. There were no public comments. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Huascar E. Gomez (Rick) and seconded by Harvey Mogenson, Council voted 6-0 to approve on second reading an Ordinance amending Section 17.3.10 of the Community Development Code regarding reference to the Open Space Map as presented.

First Reading, Setting of a Public Hearing, and Council Vote on an Ordinance Regarding Community Development Code Amendments of CDC Section 17.6.1 Environmental Regulations and 17.8.1 Definitions Legislative (12)

Amy Ward and Rodney Walters presented. Council discussion ensued. On a **MOTION** by Huascar E. Gomez (Rick), and seconded by Scott Pearson, Council voted 6-0 to approve on first reading an Ordinance regarding Community Development Code Amendments of CDC Section 17.6.1 Environmental Regulations and 17.8.1 Definitions and to set the second reading, public hearing, and final Council vote for the June 20, 2024 Regular Town Council meeting with the following five amendments:

1. Update the valuation in section A.2.b to \$500,000,
2. Update the valuation to section A.2.c. regarding landscaping to \$100,000,
3. Keep the language that refers to firewood in Zone 1 as it currently exists,
4. Create language that specifically allows for above grade flowerboxes as an architectural element, not a landscaping element, and
5. Change the wording in section A.2.c to exclude hardscaping, etc. from the valuation.

Council took a break from 4:43 to 4:48 p.m.

Consideration of a Resolution Approving a Height Variance Application for Lot 166AR2-10, TBD Stonegate Drive, Pursuant to CDC Section 17.4.16 Quasi-Judicial (13)

Senior Planner Drew Nelson presented. Applicant Jack Wesson presented. Public comment was recieved from David Mack and Dan Montgomery. Council discussion ensued. On a **MOTION** by Pete Duprey and seconded by Huascar E. Gomez (Rick), Council voted 5-1 (with Scott Pearson dissenting) to approve a Resolution approving a Height Variance Application allowing a maximum height of 6 feet above the allowable, per the height restrictions listed in the CDC for portions of a new single-family residence located

at Lot 166AR2-10, TBD Stonegate Drive based on the evidence provided in the staff record of memo dated May 6, 2024, and the findings of this meeting and with the following conditions:

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

Second Reading, Public Hearing and Council Vote on an Ordinance Regarding a Major PUD Amendment for Lot 38-50-51RR, 568 Mountain Village Boulevard, Madeline Hotel and Residences, Pursuant to CDC Section 17.4.12 Quasi-Judicial (14)

Drew Nelson, Economic Development & Sustainability Director JD Wise, and Community Engagement Coordinator Molly Norton 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 Huascar E. Gomez (Rick) and seconded by Scott Pearson, Council voted 6-0 to approve an Ordinance regarding a major PUD amendment for Lot 38-50-51RR, 568 Mountain Village Blvd, Madeline Hotel and Residences, pursuant to CDC section 17.4.12 as presented.

Winter Parking Recap (15)

Transit & Recreation Director Jim Loebe and Transit Operations Manager Rob Johnston presented. Council discussion ensued.

Council took a break from 6:00 to 6:03 p.m.

Summer Trails Update (16)

Jim Loebe presented. Council discussion ensued.

Telluride Tourism Board Update (18)

Telluride Tourism Board Director Kiera Skinner presented. Council discussion ensued.

Discussion of Town-Owned Properties for Development of Deed Restricted Housing (19)

Paul Wisor and Assistant Town Manager Michelle Haynes presented. Public comment was received from Brian Kanaga, Chris Chaffin, and Leslie Browning. Council discussion ensued.

Council Boards and Commissions Updates: (20)

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

Public Comment on Non-Agenda Items (21)

There was no public comment.

Other Business (22)

There was no other business.

There being no further business, on a **MOTION** by Scott Pearson and seconded by Huascar E. Gomez (Rick), Council voted unanimously to adjourn the meeting at 7:15 p.m.

Respectfully prepared,

Kim Schooley
Deputy Town Clerk

Respectfully submitted,

Susan Johnston
Town Clerk



AGENDA ITEM 6
TOWN MANAGER

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

TO: Mountain Village Town Council

FROM: Paul Wisor, Town Manager

DATE: June 14, 2024

RE: Department Updates

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

Public Works

Road & Bridge

Asphalt overlay project has begun. The project will be completed in two phases (June 10-15 and July 8-13) – phased approach due to construction traffic in Montrose area slowing down process of hauling asphalt. Water infiltration issues are being investigated and addressed during the spring runoff. FOG inspections have begun at restaurants in Mountain Village.

Water

Three water leaks were addressed and fixed including two in Ski Ranches' old infrastructure. Production has increased back to normal levels due to irrigation and increased occupancy in Mountain Village. Water meter installation continues.

Plaza Services

Irrigation systems have been turned on and mowing operations have begun. Some of the summer flower order has arrived and is being planted around the Village Core. Market on the Plaza begins on the 13th and summer concerts in the Village Core have begun with the Music on the Green and Firstgrass on the 19th.

Facility Maintenance

General maintenance around the Village. Off-season turnover and new building move-ins at VCA are keeping staff busy.

Vehicle Maintenance

Gondola Parking Garage gutter project has been completed (replacement of broken channels within the storm drain system). Summer equipment standard maintenance has begun.

Parks and Rec/Parking/Gondola

Parking

Parking has transitioned into summer operations, with Bluegrass on the horizon. Wayfinding updates are underway in all lots and stall striping is happening as needed. Phase 2 structural steel painting in GPG starts after the July 4th holiday on levels 2 and 3.

Gondola / Bus

Gondola operations wrapped up orientation before opening for the summer season on May 23rd, onboarding and training 16 new seasonal employees and performing refreshers for the 21 FTYR employees. Seasonal housing in VCA is full and tenants will be moving into phase IV as early as next week. The gondola maintenance department had a productive shutdown period, tackling heavy maintenance tasks that cannot be performed while the system is in operation. The spare drive bullwheel, ordered 14 months ago, was delivered and “put on the shelf” until needed. Meadows bus service started up for the summer season, mirroring the operational dates and hours of the gondola.

Parks and Rec

The summer trails push is well underway, with the initial focus on the center section of Boulevard Trail. Town crews and sub-contractors will be wrapping up tree work on the corridor next week, on or before June 21st. Over 80 dead or declining trees will have been removed from the project area when complete. Trail width is being re-established and material is being imported, retaining walls are being dismantled in preparation for reshaping. Machine work on the Big Billies Novice spur will begin the week of June 23rd. Town crews have begun clearing the corridor and prepping for bridge construction. Alignment of the new Stegosaurus Trail is scheduled to be flagged the week of the 23rd as well and Town crews will start clearing the corridor ahead of the machine work.

The last of the ADA ramps was poured on the Boulevard at Blue Meas last week, officially closing out the grant funded safety improvements project. Sidewalk repairs are underway on the Boulevard at Franz Klammer and a new sidewalk connection at the Boulevard and Lost Creek intersection is scheduled to start following completion of the Franz Klammer section. The reroute of the sidewalk under the Village Bypass ski run bridge is out to bid. A stone veneer on the Hilfiker wall on lower San Joaquin is currently under construction, with a completion timeline of mid-July.

Parks and rec crews opened disc golf and the climbing rock before Memorial Day. Platform tennis has been spruced up for the summer season, and general beautification efforts at all venues and along all trails have kept the team busy. Bridge removal per the settlement agreement at 615-1CR has been completed, as have the required clean-up operations. Village Pond has been freshly stocked with trout. Moving forward, assisting with trail improvements and construction will be bulk of the department’s summer workload.

Munchkins

Munchkins is excited to welcome Elena Holt and Aliyah Uribe to the program as our most recent childcare assistant hires. We are really thrilled to have them onboard with us. We are still actively looking for more staff to get us to a place where we can successfully be operational in times of illness/staff absences.

The waitlist has been closed since this past February and we are getting ready to open it again on June 17th at noon. There has not been much movement on the waitlist but while it has been closed families have still been reaching out daily. To keep all the potential families organized, reopening the waitlist and streamlining the process will help us evaluate the true need of our community. Kathrine Warren and I have been discussing the ability to put the waitlist out to the public, much like the VCA waitlist, so families can see the enrollment progress- there are still some details to work out but hoping to have that up and running by the end of the summer.

Munchkins was preparing to go through the ITERs/ECERs quality rating this upcoming September, however due to staffing and capacity issues we have filed for an extension with the Colorado Shines program. The program typically gives a six-month extension to facilities who are not ready to go through the rating process- we are hopeful for that grace period.

On June 18th there is going to be a community discussion regarding the lack of available childcare in our area. Bright Futures recently published a white paper on the ins and outs of Early Childhood Education in our community. It's our hope to brainstorm more solutions to this ever-growing problem while also figuring out ways to continue to support the current programs.

It's finally summer so the kiddos are enjoying all the outside time, we will start to take the preschoolers to swim lessons in July. The toddler class is enjoying the splash pad and water tables on these nice summer days and the infants have been out on lots of walks. Everyone is enjoying this wonderful time of year!

Community Development

Planning – With summer building season in full swing, comes an increase in compliance issues that are often handled jointly by planning and building. Design review continues as usual and significant staff time is being spent on wrapping up conditions of approval necessary prior to issuance of building permits on larger projects such as Lot 161CR (Four Seasons), Lot 30 (Highline Residences) and Lots 126R/152R. We continue to work through various code amendments. Planning is working with Public Works and Parks and Rec to dial in plans for Meadows Parking Lot and Meadows subarea improvements along Adams Ranch Rd. so we can pursue grant opportunities looking to construct in 2025. Our new planning tech is scheduled to start June 17.

Building- We sent additional reminders to all licensed contractors in the Village regarding permitting processes and construction mitigation requirements to try to get ahead of potential violation complaints. Plan review and inspections are both very busy. Mark Eckard has received his FAA certification Drone Pilot License and we have begun utilizing that technology for roof inspections. Lars Forsythe has been coordinating the project of adding additional safety egress from gondola angle station, and that project contract should be awarded this week with installation sometime in early July. He has also begun preliminary meetings with the contractors for Four Seasons to answer questions about upcoming permitting.

GIS continues with re-addressing efforts. Boulders, Coyote Court and Prospect Plaza are all coming to completion and staff have verified that almost all physical addresses on the properties have been changed. We had a community meeting with Phase 2 residents on June 11 and will begin that Phase of re-addressing on July 8. Revisions to the Zoning and Open Space maps are underway to reflect recently recorded rezones.

Forestry participated in Fire and Ice Event on June 9 to educate the public on our fire related incentive programs, and afterward screened the film “Elemental: Reimagine Wildfire” at the TCC. This film is a good overview of current wildfire issues and changing tactics regarding fire mitigation. We encourage all Council members to view it, it can be rented on Amazon Prime and Apple TV. Seasonal crew has completed training and begun working on smaller projects to begin breaking in new equipment. They are currently assisting Parks and Rec with Boulevard Trail tree mitigation efforts. Next project would be either defensive space surrounding VCA (pending Telski approvals to access via Telski land) or community fuel break work between Jurassic and See Forever. We have contracted with the Colorado State Forest Service to do plot data collection to estimate biomass of ground fuels in this area and write a defensive space prescription which can be helpful in attaining grant funding.

Clerks

The Clerk’s Department has been fielding questions and public comment regarding the proposed Charter amendments. We continue to work through document accessibility conversions and update PaperVision documents. We recently attended a training conducted by Allyant which introduced us to their CommonLook Adobe add-in which allows accessibility changes to be made to PDF’s. It is extremely time-consuming to make these conversions and we will be continuing trainings and conversions in PaperVision.

Human Resources

Learning & Development Training: Our commitment to Learning & Development training continues with June’s training titled: “DiSC: Navigating We by Exploring You and Me”

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

We successfully participated in CIRSA (property casualty) and FTA (Fed Transit Auth) audits.

We held a successful employee and family picnic celebrating all employees! Our celebrated service anniversaries are as follows:

5 years:	10 years:	20 years:	30 years:	35 years:
Bissonnette, Josh.	Michael Conklin	Julie Vergari	Caley Davis	Finn Kjome
Soukup, James R.	TK Newell	Dany Ramirez		
Niehaus, Lindsay E.				
Cornish, Dylan				
English, Cory				
Hool, Matthew L.				
Fogg, Donovan				
Howe, Ada				

We also announced our Employee of the Year: Brett Button! HR sends a nomination form to all staff to recommend an employee of the year with a small committee selecting the employee. The employee for the year must meet the following criteria: Professionalism, Customer Focus, Quality, Teamwork, and Innovation. One of Brett’s nominators stated “Brett exhibits pride without ego. His work and that of his team helps make Mountain Village a wonderful place to

live, visit and work. His openness to new ideas and concepts while falling back on tried-and-true standards of care and priority are a mix from which to make a model for other employees.” Couldn’t be a truer statement to describe Brett and his work ethic.

Police

The month of May finally slowed down a little for the police department and we were able to catch up on tasks around the office. Including updating forms, working in the evidence room to dispose of items from cases that are no longer active and restocking patrol cars to get ready for the summer season.

Some of the significant cases we worked on this month included a dog bite report, two incidents of motor vehicle accidents on private property where no injuries were sustained, but property damage occurred. We are collaborating with the IRS and FBI to obtain search warrants for the bank where a stolen check was deposited. An arrest warrant attempt resulted in negative contact. The warrant remains active. Two construction employees were involved in a physical altercation. Neither party wished to press charges. The investigation continues for a child sex crimes case, and we have potentially identified a secondary suspect who is not in this area.

We were also able to continue with training and professional development. Sgt Moir assisted CMC law enforcement academy with emergency vehicle operations instruction. Officer Fabian attended three days of training in crime scene evidence collection and documentation at Colorado Bureau of Investigations (CBI) in Grand Junction. Officers Uribe and Ford completed a 40-hour course from Behavior Analysis Training Institute (BATI) on investigative interview and interrogation techniques. Jodi Miller went to the monthly Records Management System (RMS) training in Montrose .

All officers participated in 6 hours of firearms training and 6 hours of emergency vehicle operations at the Colorado Law Enforcement GJ track. All these classes were paid for either with POST grants or instructed by our certified in-house instructors.

Officers also continue work on their own on Defensive Tactics/Arrest Control Training and Bluetogold® Search and Seizure case law training.

Economic Development, Sustainability, and Communications

Economic Development

The Economic Development department, in partnership with TMVOA, issued an RFP for a Commercial Space Analysis for the Village Center Subarea. This study will help inform specifically what types of businesses we’re missing in Mountain Village, identify potential target tenants, and provide input on strategy and incentive programs to help fill vacant retail and restaurant spaces. This project will provide data and an associated recruitment strategy, allowing the Town to participate as an active partner to recruit and land high-value tenants. We received 4 responses and are in the process of evaluating proposals.

On June 4, Molly Norton, Community Engagement Coordinator, hosted our spring Lunch & Learn focused on providing information for our Mountain Village concierges and guest service professionals. The event was very well attended, and participants learned about dining, retail, and activity options, trails and all the great events happening in Mountain Village this summer.

On June 12, the Market on the Plaza kicked off for the summer season and featured a great mix of returning and new market vendors including fresh food, jewelry, arts, and prepared foods vendors. Molly, who also serves as our Market Manager, once again did a tremendous job of recruiting vendors and administering the registration and orientation of our 42 market participants. The Market on the Plaza will take place every Wednesday through September 11.

Over June 10-14, J.D. Wise, Economic Development & Sustainability Director, attended the Economic Development Council of Colorado's Basic Economic Development Course held at the Denver Metro Chamber of Commerce. The event was attended by 40 economic development professionals from across Colorado and the western US and is accredited by the International Economic Development Council.

Sustainability & Grants

Lauren Kirn, Environmental Efficiencies & Grant Coordinator oversaw the registration and administration of the Farm to Community program, which will again provide a weekly CSA full of locally grown produce and meat (as available) to 85 qualified households. Town staff was able to visit Birdhouse Farm in Norwood for a tour of the farm where much of the produce for the program is grown. The program will run concurrently with the Market on the Plaza.

Lauren continues to actively meet with Town departments to identify grants and funding opportunities for priority Town projects. The Town was awarded \$250k for construction of VCA bus stops and is expecting to hear results on a Zero Emission Vehicle (ZEV) workforce development grant in the coming weeks. Additionally, an application has been submitted for a Bus and Bus Facilities Grant, and we will be applying for the Active Transportation Infrastructure Investment Program (ATIIP) Grant and the Reconnecting Communities Program grant. We're also actively pursuing funding for water infrastructure in the Ski Ranches, cybersecurity, and ADA accessibility.

Communications/Public Information

On Sunday, June 9, Kathrine Warren, our Public Information Officer, worked with the MVPD, Telluride Fire Protection District and San Miguel County Office of Emergency Management to put on the Fire and Ice event providing information on wildfire preparedness and safety to the community. We handed out a total of 240 ice cream bars and had about 30 folks stick around for the movie screening at the Telluride Conference Center. The event was a wonderful opportunity for the community to talk wildfire home hardening with our Planning Department and wildfire preparedness with both the TFPD and SMC OEM.

Over May 21-23, Kathrine attended the National Association of Government Communicators 47th annual Communication School in New Orleans, LA.

With the approaching accessibility deadline of July 1, 2024, the State legislature passed a bill granting a one-year grace period for government agencies to have their websites fully compliant. The majority of documents uploaded to the website since January 1, 2024 have been made accessible for users using assistive technology to read the website and Kathrine is working with the Clerks and other staff to create and work through a document remediation plan for the website's more than 3,000 documents before July 1, 2025.

IT

Information Technology reviewed its full report with the penetration testers “red team” and has started making changes accordingly. In addition, IT partnered with Knowbe4 and began its cyber security training for staff and council members. This new training programming will continue throughout 2024. IT continues to migrate departments to share point enabling a more resilient file sharing system. Lastly, TMV’s redundant systems kicked in last month when one of its primary servers died. Failover to the standby server worked perfectly. All systems are restored and functioning properly.

Finance

The finance team is working to finalize the 2023 audit and Annual Comprehensive Financial Report. The report when completed will be submitted for consideration for the GFOA Award.

Preparation for the 2025 budget is underway. We will begin working with directors to complete their draft budgets in July.

We have been working closely with the Economic Development team regarding TCC operations to ensure a smooth transition in operations. This includes submitting credit applications to new vendors, setting up the correct general ledger accounts to correctly reflect new activity, providing contract negotiation support and working with our partners to ensure we are collecting deposits for upcoming events and that previously submitted deposits are transferred to the Town.

We have received several qualified applicants for our open payroll position and are excited to begin the interview process in the coming week.

Town Manager

Meadowlark

We have 3 available units. The Town intends to keep the reservation for B-107, 3 bed 3 bath with a garage, and discuss with Council in July additionally reserving a 3 bed 2.5 bath with a carport unit.

We currently have two applicants in Group 5 in the reservation process for the available units. We will also discuss in July whether to reopen group 5- those that work in the R-1 school district, or open to group 6 – Mountain Village Businesses

VCA

8 businesses participated in the VCA Business Master Lease Program, and 8 units were available for reservation. All businesses were able to reserve a unit.

Compliance

Compliance is complete, and both delinquent owners have submitted their paperwork and paid the \$250 late fee.

Housing Manager

Marleina Taix is stepping down from her position and relocating to be closer to her family. This is a difficult decision for her, and she expressed her sincere gratitude for working with this organization. She is training Mae Eckard in housing fundamentals until Marleina's departure at the end of the month and to help bridge the gap while we advertise for the position. We would like to thank Brittany Newell VCA Property Manager, who is also stepping in to assist during this transition. We appreciate Marleina's time with the organization and will miss her.

Wastewater

We are coordinating a master meeting schedule with Telluride thru September and will loop Council into those critical dates. We have no new updates relative to current plant upgrades this month. The frack tank is being utilized for septage thru the summer to reduce impacts to the plant. We are hoping to understand compliance impacts with FOG and I & I by year end with the expectation that BOD's will be reduced. We are tracking on this closely.

A note from Marleina:

My gratitude extends to all in this organization. Each of you is exceptional, and I am thankful for the invaluable lessons learned from the members of this community. I realize that the unique environment here is truly irreplaceable and it makes this decision very hard for me. I've developed a deep appreciation for the individuals within this organization and will forever cherish this experience as one of the largest highlights of my life. While parting brings me sadness, I am reassured by the skills I've gained here, and I am confident in the brightness of my future. Thank you all for this opportunity, and I am excited to see the Town of Mountain Village continue to excel.



Business and Government Activity Report For the month ending: May 31st

Agenda Item 7

Activity - Village Court Apartments	2024 MONTH	Monthly Change	2024 YTD	2023 MONTH	Monthly Change	2023 YTD	YTD or MTD Variance	YTD or MTD Variance %
Occupancy Rate %	91.3%	-7.39%	96.34%	99.55%	0.46%	99.36%	-3.02%	-3.0%
# Vacated Units	4	(2)	16	2	(1)	12	4	33.3%
# Work Orders Completed	33	(208)	341	14	(7)	79	262	331.6%
# on Waiting List	156	0		103	(77)		53	51.5%
Activity - Public Works	2024 MONTH	Monthly Change	2024 YTD	2023 MONTH	Monthly Change	2023 YTD	YTD or MTD Variance	YTD or MTD Variance %
Service Calls	868	21	3,396	859	367	2,652	744	28.1%
Truck Rolls	405	206	851	655	547	1,029	(178)	-17.3%
Snow Fall - Inches	0	0	164	0	(26)	155	9	5.8%
Water Billed Consumption - Gallons	5,128,000	(1,391,000)	78,926,000	4,701,000	(567,000)	83,320,000	(4,394,000)	-5.3%
Sewage Treatment - Gallons	6,422,000	(900,000)	42,608,000	12,489,000	3,639,000	52,260,000	(9,652,000)	-18.5%
Activity - Child Development Fund	2024 MONTH	Monthly Change	2024 YTD	2023 MONTH	Monthly Change	2023 YTD	YTD or MTD Variance	YTD or MTD Variance %
# Infants Actual Occupancy	6.44	0.21		7.11	2.86		(0.67)	-9.4%
# Toddlers Actual Occupancy	8.93	(1.04)		8.78	1.65		0.15	1.7%
# Preschoolers Actual Occupancy	14.96	0.62		14.56	(1.44)		0.40	2.7%
Activity - Transportation and Parking	2024 MONTH	Monthly Change	2024 YTD	2023 MONTH	Monthly Change	2023 YTD	YTD or MTD Variance	YTD or MTD Variance %
GPG Parking Utilization (% of total # of spaces occupied)	20.0%	-4.40%	53.6%	20.00%	1.40%	56.0%	-2.4%	-4.3%
HPG Parking Utilization (% of total # of spaces occupied)	15.2%	-3.70%	38.8%	20.00%	-3.10%	60.4%	-21.6%	-35.8%
Parking Utilization (% of total # of spaces occupied)	23.8%	-1.30%	47.7%	23.70%	2.50%	53.2%	-5.5%	-10.3%
Bus Routes - # of passengers	2,128	2,128	2,128	1,755	1,755	2,636	(508)	-19.3%
Paid Parking Revenues	\$33,874	\$10,074	\$427,144	\$14,002	\$5,522	\$196,068	\$231,076	117.9%
Activity - Human Resources	2024 MONTH	Monthly Change	2024 YTD	2023 MONTH	Monthly Change	2023 YTD	YTD or MTD Variance	YTD or MTD Variance %
FT Year Round Head Count	101	6		102	8		(1)	-1.0%
Seasonal Head Count (FT & PT)	6	6		2	2		4	200.0%
Gondola FT YR, Seasonal, PT YR Head Count	49	19		44	15		5	11.4%
Total Employees	156	31		148	27		8	5.4%
Gondola Overtime Paid - Hours	431	306	1,538	396	177	1,644	(106)	-6.4%
Other Employee Overtime Paid - Hours	279	169	842	66	9	338	504	149.1%
Total # New Hires	26	22	39	22	20	35	4	11.4%
# Terminations	1	(22)	36	2	(19)	30	6	20.0%

Human Resources Notes: Seasonal EE's: Gondola Ops, Plaza, Parks and Forestry New Hires: 2 FT Childcare Program Assistants, 5 FT Gondola Operaotr II, 1 Seasonal Plaza Mtn Specialist I, 1 Seasonal Parks & Rec Tech I, 3 Seasonal Forestry Tech Crew, 14 Seasonal Gondola Operator I Terms: 1 Childcare Prgram Assistant Reason for Terms: took another position in area

Activity - Communications & Business Development	2024 MONTH	Monthly Change	2024 YTD	2023 MONTH	Monthly Change	2023 YTD	YTD or MTD Variance	YTD or MTD Variance %
Town Hosted Meetings	6	1	31	6	1	32	(1)	-3.1%
Email Correspondence Sent	14	(4)	79	16	8	56	23	41.1%
E-mail List - #	8,465	(19)		8,360	0		105	1.3%
Ready-Op Subscribers	2,196	(3)		2,133	5		63	3.0%
News Articles	34	16	103	18	3	86	17	19.8%
Press Releases Sent	4	0	13	6	4	17	(4)	-23.5%
Activity - Gondola and RETA	2024 MONTH	Monthly Change	2024 YTD	2023 MONTH	Monthly Change	2023 YTD	YTD or MTD Variance	YTD or MTD Variance %
Gondola # of Passengers	64,722	10,834	1,179,419	55,617	36,665	1,166,960	12,459	1.1%
Chondola # of Passengers	0	(5,966)	112,933	0	(2,159)	103,749	9,184	8.9%
RETA fees collected by TMVOA	\$ 2,367,735	\$ 1,533,960	\$ 6,047,355	\$ 1,445,775	\$ (513,135)	\$ 5,579,622	\$467,733	8.4%
Activity - Police	2024 MONTH	Monthly Change	2024 YTD	2023 MONTH	Monthly Change	2023 YTD	YTD or MTD Variance	YTD or MTD Variance %
Calls for Service	444	138	1,968	323	(20)	1,977	(9)	-0.5%
Investigations	6	(7)	101	10	3	78	23	29.5%
Alarms	17	(2)	71	8	(19)	70	1	1.4%
Arrests	0	(1)	11	1	0	14	(3)	-21.4%
Summons	0	(4)	11	1	1	10	1	10.0%
Traffic Contacts	4	(1)	46	2	(7)	79	(33)	-41.8%
Traffic Tickets Written	0	0	7	0	0	8	(1)	-12.5%
Parking Tickets Written	347	187	2,294	325	249	2,341	(47)	-2.0%
Administrative Dismissals	42	29	285	9	4	22	263	1195.5%



Business and Government Activity Report For the month ending: May 31st

Activity - Building/Planning			2024 MONTH	Monthly Change	2024 YTD	2023 MONTH	Monthly Change	2023 YTD	YTD or MTD Variance	YTD or MTD Variance %
Community Development Revenues			\$396,440	\$303,948	\$1,374,740	\$138,665	(\$142,402)	\$502,091	\$872,649	173.8%
# Permits Issued			30	11	92	33	(4)	156	(64)	-41.0%
Valuation of Mtn Village Remodel/New/Additions Permits			\$21,939,888	\$19,276,715	\$81,929,141	\$4,430,415	(\$7,621,484)	\$23,925,091	\$58,004,050	242.4%
Valuation Mtn Village Electric/Plumbing/Other Permits			\$541,900	\$438,900	\$870,846	\$123,246	(\$198,979)	\$1,681,880	(\$811,034)	-48.2%
# Inspections Completed			239	86	947	364	24	1,600	(653)	-40.8%
# Design Review/Zoning Agenda Items			13	4	64	10	6	62	2	3.2%
# Staff Review Approvals			48	(17)	221	51	23	140	81	57.9%
Valuation Telluride Electric/Plumbing Permits			na	NA	na	\$92,600	(\$229,579)	\$1,923,477	NA	NA
Activity - Plaza Services			2024 MONTH	Monthly Change	2024 YTD	2023 MONTH	Monthly Change	2023 YTD	YTD or MTD Variance	YTD or MTD Variance %
Residential Refuse - # Pounds			114,375	114,375	537,267	114,323	27,652	544,742	(7,475)	-1.4%
Residential Recycle - # Pounds			40,089	40,089	187,635	33,115	1,771	190,498	(2,863)	-1.5%
Diversion Rate as a percentage			25.95%	NA	25.88%	22.46%	-4.10%	25.91%	-0.03%	-0.1%
Activity - Vehicle Maintenance			2024 MONTH	Monthly Change	2024 YTD	2023 MONTH	Monthly Change	2023 YTD	YTD or MTD Variance	YTD or MTD Variance %
# Preventive Maintenance Performed			14	1	65	24	5	96	(31)	-32.3%
# Repairs Completed			22	(10)	109	20	8	104	5	4.8%
Special Projects			4	3	11	4	4	8	3	37.5%
# Roadside Assists			0	0	0	0	0	2	(2)	-100.0%
Activity - Finance			2024 MONTH	Monthly Change	2024 YTD	2023 MONTH	Monthly Change	2023 YTD	YTD or MTD Variance	YTD or MTD Variance %
# Other Business Licenses Issued			18	(38)	1,253	22	(4)	1,093	160	14.6%
# Privately Licensed Rentals			0	0	91	1	(1)	116	(25)	-21.6%
# Property Management Licensed Rentals			6	3	541	3	(1)	503	38	7.6%
# Unique Property Advertisements Listings for MV			684	(1)		628	1		56	8.9%
% of Paperless Billing Customers			59.71%	0.43%		64.39%	0.24%		-4.7%	-7.3%
# of TMV AR Bills Processed			1,102	(3)	5,498	2,359	61	11,604	(6106)	-52.6%
Accounts Receivable						Other Stats				
	TMV Operating Receivables (includes Gondola funding and childcare)				VCA - Village Court Apartments		Population (estimated) 1,434 (Active) Registered Voters 695 Assessed Property Valuation 430,319,955			
Current	\$1,041,135	92.3%	327,384	93.3%	\$10,477	63.0%				
30+ Days	4,282	0.4%	15,923	4.5%	557	3.4%				
60+ Days	4,160	0.4%	3,563	1.0%	1,701	10.2%				
90+ Days	10,466	0.9%	2,189	0.6%	3,888	23.4%				
over 120 days	68,080	6.0%	1,830	0.5%	-	0.0%				
Total	\$ 1,128,123	100.0%	\$ 350,889	100.0%	\$ 16,623	100.0%				
	Construction Parking		Total All AR		Change Since Last Month - Increase (Decrease) in AR					
Current	\$4,991	83.9%	\$ 1,383,987	92.2%	\$12,958	653.8%				
30+ Days	649	10.9%	21,411	1.4%	4,347	219.3%				
60+ Days	158	2.7%	9,582	0.6%	(10,724)	-541.1%				
90+ Days	152	2.6%	16,695	1.1%	(11,773)	-594.0%				
over 120 days	-	0.0%	69,910	4.7%	7,174	362.0%				
Total	\$5,950	100.0%	\$ 1,501,585	100.0%	\$ 1,982	100.0%				



455 Mountain Village Blvd. Mountain Village, CO 81435
(970) 369-8235

TO: Town Council
FROM: J.D. Wise, Economic Development & Sustainability Director
David McConaughy, Town Attorney
DATE: June 11, 2024
RE: Consideration of a Resolution of the Town Council of the Town of Mountain Village, Colorado
Concerning Telluride Conference Center Event Contracts.

EXECUTIVE SUMMARY

On May 3, 2024 the Town assumed management of the Telluride Conference Center (“TCC”) and has engaged ABH Services, Inc. (“ABH”) to provide sales services for the facility.

ABH will work on behalf of the Town to pursue and negotiate event agreements with clients that desire to host conferences and events at the TCC. These agreements will be entered into by the Town of Mountain Village and the client, and currently, such agreements would require approval from Town Council.

In an effort to bring efficiency to the management of the TCC, staff is requesting that Council delegate to and authorize the Town Manager or their designee to enter into and manage the TCC’s event contracts with third parties.

STAFF RECOMMENDATION:

- Staff recommends approval of the resolution provided herein.

SUGGESTED MOTION:

- I move to approve a Resolution of the Town Council of the Town of Mountain Village, Colorado concerning Telluride Conference Center Event Contracts as presented.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE,
COLORADO CONCERNING TELLURIDE CONFERENCE CENTER EVENT CONTRACTS**

RESOLUTION NO. 2024-__

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

WHEREAS, the Town owns certain real property located at 580 Mountain Village Boulevard, Mountain Village, Colorado 81435, which operates and is known as the Telluride Conference Center (“TCC”), offering meeting, food and beverage, and event facilities to the public; and

WHEREAS, in order to streamline the management of the TCC, the Town Council desires to delegate to the Town Manager or their designee the ability to enter into and manage event contracts.

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

Section 1. Recitals. The above recitals are hereby incorporated as findings of the Town Council.

Section 2. Delegation and Authorization. The Town Council hereby delegates to and authorizes the Town Manager or their designee to enter into and manage the TCC’s event contracts with third parties.

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

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

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

TOWN OF MOUNTAIN VILLAGE TOWN
COUNCIL

By: _____
Martinique Prohaska, Mayor

ATTEST:

Susan Johnston, Town Clerk

APPROVED AS TO FORM:

David McConaughy, Town Attorney



455 Mountain Village Blvd. Mountain Village, CO 81435
(970) 369-8235

TO: Town Council
FROM: J.D. Wise, Economic Development & Sustainability Director
David McConaughy, Town Attorney
DATE: June 11, 2024
RE: Consideration of an Agreement Between the Town of Mountain Village and TSG Ski & Golf, LLC for use of the Zipcar Car Share Program.

EXECUTIVE SUMMARY

In November of 2023, TSG Ski and Golf, LLC engaged with Zipcar, Inc. to offer a car share program in Mountain Village. There are currently eight Zipcars in service that are available for public use.

The Town is supporting this program and is providing four parking spaces in the Gondola Parking Garage dedicated to Zipcar vehicles. Additionally, the Town budgeted \$25,000, approximately one third of the total program cost, to support the Zipcar program in 2024, which will allow use by Town employees and Village Court Apartments residents. This use agreement formalizes the Town's ability to offer Zipcar for Business benefits to these user groups.

Additionally, the Zipcar program is open to the general public, and any interested party can sign up for a Zipcar membership via the app, and once approved, utilize Zipcar vehicles.

ADDITIONAL BACKGROUND INFORMATION:

- The Zipcar for Business Agreement was entered into by TSG and Zipcar in November, 2023. The use agreement before you formalizes the Town's ability to participate in the Zipcar for Business program along with TSG. Zipcar for Business users receive a free Zipcar membership and a reduced hourly rate for Zipcar use. All users must sign up, be approved, and utilize the Zipcar app to rent a vehicle.

FINANCIAL IMPACT

- This use agreement formalizes a \$25,000 contribution to the Zipcar program that was included and approved in the 2024 budget.

STAFF RECOMMENDATION:

- Staff recommends approval of the Zipcar Use Agreement as presented.

ZIPCAR USE AGREEMENT

THIS ZIPCAR USE AGREEMENT (this “Agreement”), dated as of _____, 2024, is entered into by and between the TOWN OF MOUNTAIN VILLAGE, a Colorado home rule municipality (the “Town”) and TSG SKI & GOLF, LLC, a Delaware limited liability company (“TSG”).

RECITALS:

- A. TSG and Zipcar, Inc, have executed a Zipcar For Business Agreement (“Business Agreement”), effective November 20, 2023, for ride-sharing services. The Business Agreement is attached as **Exhibit A**.
- B. Pursuant to the Business Agreement, Zipcar, Inc. (Zipcar) has agreed to make eight (8) Better Class vehicles available to TSG for its use for ride sharing services for a monthly fee of \$775 per vehicle.
- C. Pursuant to the Business Agreement, TSG has agreed to make eight (8) parking spaces available exclusively for Zipcar vehicles.
- D. The Town desires to share the use with TSG of the Zipcar vehicles for ride-sharing purposes.
- E. TSG agrees to make vehicles provided by Zipcar available for use by Town employees and residents of Village Court Apartments (“Village Court Residents”) under the terms and conditions set forth below.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. TSG Obligations:

- a. TSG hereby grants the Town a non-exclusive right, privilege and permission, subject to the terms and provisions of this Agreement and the Business Agreement, to utilize the Zipcars provided to TSG pursuant to the Business Agreement for the purposes set forth below.
- b. TSG agrees to abide by the terms and conditions set forth in the Business Agreement. TSG also represents and warrants that it is authorized to enter into this Agreement pursuant to the Business Agreement and that Zipcar is aware of the Agreement.

- c. TSG agrees to designate four parking spots in the “Big Billies” parking lot exclusively for Zipcar parking and will install signs in the Big Billies parking lot to clearly designate such spaces.
- d. TSG agrees to pay Zipcar for eight vehicles, with payments to be made monthly for twelve months.
- e. TSG agrees to promote and market Zipcar as a benefit for TSG employees with complimentary annual memberships and advertise the Zipcar program on its website: www.tellurideskiresort.com. Such marketing may also include via TSG social media channels and email newsletters.
- f. TSG agrees to provide the Town with a monthly Member & Vehicle performance Report (“Report”), an example of which is attached as **Exhibit B**. The report may be submitted via email by the 15th day of each month to the Town’s Economic Development and Sustainability Director.
- g. TSG agrees to communicate a minimum of twice annually via email with members of the Town of Mountain Village Owner’s Association (“TMVOA”) to provide information about the Zipcar ride sharing program. This communication shall take place once in the Summer season (no later than June 15) and once in the Winter season (no later than December 15).

2. Town Obligations

- a. The Town agrees to designate four parking spaces in the Mountain Village Gondola parking (also known as the Gondola Parking Garage) available exclusively for Zipcar parking. The Town will install directional and designated parking signs in the Gondola Parking lot to clearly identify the Town’s Zipcar parking spaces.
- b. The Town agrees to make one payment of \$25,000 to TSG in the first quarter of 2024 for use of the Zipcars provided to TSG under the Business Agreement.
- c. The Town will promote and market Zipcar to its employees and Village Court Residents on its website www.townofmountainvillage.com and/or via Town social media channels and email newsletters. The Town.will communicate the availability of complimentary annual memberships to Zipcar, Inc. to its employees and to Village Court residents via email at least twice annually (by June 15 for the Summer Season and December 15 for the winter season).
- d. The Town agrees to advertise the Zipcar ridesharing program on its website: www.townofmountainvillage.com

3. Duration of Agreement. The initial term of this Agreement will commence on the Effective date and, unless terminated earlier in accordance herewith, will continue for a period of one (1) year. This Agreement will automatically renew for successive one (1) year periods, if and

only if the Business Agreement is renewed, unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the then current term. The Town agrees to make one payment of \$25,000 to TSG in the first quarter of each successive renewal year.

4. Compliance with Laws. TSG and the Town shall, at all times during the duration of the Agreement, comply (and shall make all efforts to ensure that its members, employees, agents, visitors, licensees, and Event Attendees comply) with all laws, codes, statutes, ordinances and regulations applicable to this Agreement and the Business Agreement.

5. Immunity. The Parties hereto understand and agree that the Town neither waives nor intends to waive by this Agreement, or any provision hereof, the monetary limitations and any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

6. Assignment and Successor and Assigns. The interest of the Town under this Agreement is personal to the Town and may not be assigned or transferred to any other individual or entity without the TSG's prior written consent.

7. Notices. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the following addresses (or to such other address as either party may subsequently designate):

If to the Town:

Paul Wisor, Town Manager
Town of Mountain Village
411 Mountain Village Blvd
Mountain Village, CO 81435

With a copy to:

David McConaughy, Town Attorney
dmcconaughey@garfieldhecht.com

If to TSG:

Legal Department
TSG Ski & Golf, LLC
Attn: Stefanie C. Solomon, Esq.
565 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-7318
ssolomon@telski.com

All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery if delivered in person, or if mail, on the date which is two (2) days after the date such notice is deposited in the U.S. mail.

8. Severability. In the event that any provision(s) of this Agreement is (are) determined to be legally invalid, the parties hereto agree that that particular provision shall be null and void, but that the remainder of this Agreement shall remain in full force and effect.

9. No Third-Party Beneficiary. This Agreement is not intended and shall not be construed so as to grant, provide or confer any benefits, rights, privileges, claims, causes of action or remedies to any person or entity as a third party beneficiary under any statutes, laws, codes, ordinances or otherwise.

10. Insurance: Both TSG and the Town shall each keep in full force and effect for the entire Term of this Agreement (and any renewal terms), an automobile general liability insurance policy (the "Policy") with minimum coverage limits of TWO MILLION DOLLARS (\$5,000,000.00) per occurrence and THREE MILLION DOLLARS (\$3,000,000.00) in the aggregate. Said Policy and coverage limits shall cover all types of liability associated with this Agreement and the zip car vehicles. Both TSG and Town shall name each other as an additional insured on the Policy, and each party shall provide to the other party, within seven (7) days of execution of this Agreement, a certificate of insurance naming the other party as an additional insured on the Policy. Both TSG and the Town shall be given fifteen (15) days written notice by certified mail of any cancellation or change in the Policy. The Parties agree that any incident, injury, claim, accident or potential liability resulting events tied to use of the Zipcar vehicles shall first be processed through the Policy of the party whose employee is driving the Zipcar vehicle. In the case of Village Court Residents, any incident, injury, claim, accident or potential liability resulting from use of a Zipcar by such Residents, shall first be processed through the Town's insurance Policy.

11. Indemnity. To the extent permitted by law, and without waiving the Town's immunity as provided in C.R.S. Section 24-10-114, each Party shall indemnify, defend and hold harmless the other party, and its officers, directors, and employees, agents and affiliates from and against any and all claims arising out of or related to any loss, cost, damage or injury (including without limitation, injury or death of any person or damage to property of any kind) arising out of or in connection with, or related to this Agreement and the use of the Zipcars. This indemnity obligation and all other fiscal obligations of the Town under this Agreement are subject to annual budgeting and appropriation by the Mountain Village Town Council as required by the Colorado Constitution and other applicable law. In the event that TSG is subjected to a third party claim arising out of the use of a Zipcar by a Town employee or Village Court Resident, and if neither the Town nor its insurance carrier provides a defense to TSG, or if neither the Town nor its insurance carrier agrees to pay any judgment entered against TSG for such a claim, then TSG shall have the right by written notice to the Town to immediately terminate this Agreement.

12. Non-Appropriation. All direct and indirect financial obligations of the Town under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. No provision of this Agreement shall be construed or interpreted: (a) to directly or

indirectly obligate the Town to make any payment in any year in excess of amounts appropriated for such year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or (c) as a donation or grant to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

13. No Waiver. No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege or option under this Agreement shall constitute a waiver, abandonment or relinquishment thereof.

14. Entire Agreement and Amendment. The Agreement, including all exhibits and referenced documents, constitutes the entire Agreement of the parties with respect to the matters contained herein. No modification of or amendment to the Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of the Agreement, are of no force or effect.

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

**TOWN OF MOUNTAIN VILLAGE,
a Colorado home rule municipality**

TSG Ski & Golf, LLC

By:

By:

Name:

Name:

Title:

Title:

EXHIBIT A



ZIPCAR FOR BUSINESS AGREEMENT

This Zipcar for Business Agreement, (hereafter the “Agreement”) is made as of the 20th day of November, 2023 (the “Effective Date”), by and between Zipcar, Inc., a Delaware corporation with principal offices at 35 Thomson Place, Boston MA 02210 (hereafter “Zipcar”), and TSG Ski & Golf LLC, a limited liability company with principal offices at 565 Mountain Village Blvd, Telluride, Colorado 81435 (hereafter the “Business”). For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Term of Agreement.** The initial term of this Agreement will commence on the Effective Date and, unless terminated earlier in accordance herewith, will continue for a period of two (2) years. This Agreement will automatically renew for successive one (1) year periods unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the then current term.
2. **Zipcar Membership Offering/Responsibility for Payments.** Each Business employee that is approved by Business for inclusion in Business’s car sharing program (“Services”) shall be eligible to use Zipcar Vehicles (an “Eligible Person”) at the usage rates set forth in the table below and subject to Zipcar’s then current policies and procedures, including without limitation the terms and conditions of Zipcar’s member agreement (“Member Agreement”). To become a Zipcar Member, an employee of Business shall complete Zipcar’s membership application at www.zipcar.com and, if approved for membership by Zipcar, shall enter into Zipcar’s Member Agreement in the form set forth at www.zipcar.com. If an employee that is approved by Business is currently a Zipcar Member, they must be in good standing prior to participation in Business’s car sharing program. Zipcar may revise the membership application and Member Agreement from time to time at its sole discretion. If the Business has elected during the application process to be a direct bill responsible for all use of the Z4B Services under its account (“Direct Bill Account”) Business will be responsible for and shall pay all annual account, registration and similar fees, driving charges, costs, additional charges, damage fees, fines, tolls or other amounts they may be due (collectively, “Charges”) for its Eligible Members and Business under the member agreement and/or these Terms. For purposes of the member agreement, Business will be deemed the “First Member” and Business’ Eligible Members will be deemed “Associate Members,” as each term is defined in the Member Agreement. If Business has elected during the application process to have its Eligible Members pay and be responsible for all Charges, then Business shall have no liability with respect to any Charges incurred by its Eligible Members (NOTE: *This option is not available for businesses that require sales tax exempt status*).

Vehicle Class	Per hour Weekday / Weekend
Better Class vehicles	\$12.00

Zipcar will make available to Business the following membership option. Membership option details are as follows:

1. Employee discount rate offer
 - a. No application fee
 - b. \$35 annual membership fee
 - c. Employee is responsible for all charges occurred
 - d. Employees must use custom link to receive discount and driving rate
3. **Number of Parking Vehicles.** Business will make available for Zipcar’s exclusive use the following number of parking spaces at Business’ parking facility indicated below. Zipcar will provide to Business the following number of vehicles for Business’s exclusive use.

Vehicles	Parking Spaces	Facility Name and Address	Monthly Committed Fee ***
Eight (8) Better Class (ex: Subaru Crosstrek, or similar 4x4 or all wheel vehicles)	Eight (8)	Telluride Ski and Golf , 565 Mountain Village Blvd Telluride, Colorado 81435	\$775 per vehicle

***Monthly Committed Fee. *On or before the first day of each month, Company shall pay Zipcar an amount equal to the Monthly Committed Fee set forth above for each month. The Monthly Committed Fee will remain in effect for the term of this Agreement.*

4. **Revenue Share.** Zipcar shall pay Business a quarterly Revenue Share within sixty (60) days following the end of each calendar quarter during the Term. For purposes hereof, “Revenue Share” means an amount equal to \$2.25 per hour for each completed hourly reservation booked on vehicles assigned to Business as outlined in section 3 during the applicable calendar quarter.



5. **Parking Space Availability and Use.** The location of the parking spaces assigned to Zipcar shall be mutually agreed by the parties. The parking spaces made available to Zipcar will be used by Zipcar for the purpose of providing car sharing services to Zipcar members, and Zipcar and its members shall have right to use the parking spaces, including without limitation the right to park, operate, clean, and otherwise use the Zipcar vehicles. Business shall provide Zipcar, its members, and its third party personnel with 24x7x365 unrestricted access to the parking spaces and shall otherwise provide the same amenities and services it affords to other parking tenants. Zipcar shall have the right to decrease the number of parking spaces at any time and for any reason, including without limitation for seasonal fleet management purposes, without penalty by providing thirty (30) days prior notice to Business.
6. **Signage.** Zipcar shall have the right to place Zipcar signage advertising the Zipcar services in such locations at the Business' parking facilities as Zipcar and Business may mutually agree from time to time. At a minimum, Business agrees that Zipcar may mark off reserved parking spaces assigned to Zipcar by placing a Zipcar sign to indicate such space is reserved for a Zipcar.
7. **Vehicle Operations**
 - a. **Maintenance Process**
Zipcar will schedule appointments for vehicles at either a national vendor (Pep Boys, Firestone or similar) or local Avis supply chain location. These appointments will be communicated to Business single point of contact to coordinate shuttling by Business to and from the repair facility.
 - b. **Cleaning Process**
Zipcar will source a local cleaning vendor using our third-party network of cleaning providers. All cleaning services will be scheduled and managed by Zipcar, relieving Business from any upkeep. Zipcar vendors conduct on-site regularly scheduled cleanings.
Zipcar vendors will also conduct spot cleans as needed if a dirty car is reported by a driver or Business employees. Zipcar commits to source sustainable cleaners that utilize environmentally friendly cleaning solutions that leave minimal water run-off. The safety of Zipcar drivers is a top priority, so vehicles are regularly cleaned with anti-viral and antimicrobial solutions.
 - c. **Damage Repair Process**
Zipcar will be responsible for vehicles involved in incidents that prevent the vehicle from being driven safely while in reservation. These vehicles will be towed to the closest Zipcar repair facility. For all other damage-related repairs, Business is responsible for the transportation of that Zipcar vehicle to and from the nearest repair facility. Business shall communicate promptly to Zipcar any vehicles that are being towed for repairs. Zipcar will assess at its sole discretion the need for a damage repair to be performed in the vehicle and determine next steps.
 - d. **Transportation for maintenance**
Business is responsible to shuttle Zipcar vehicles for maintenance. Reservations for that purpose would not be charged to Business. Zipcar will provide Business with a Zipcard for specific employees at Business locations, allowing them to move Zipcars at no cost for emergency or maintenance purposes. Business shall be responsible for any losses or damage resulting from or arising during Business' shuttling of vehicles.
8. **Administration; Marketing:** Business will assign an administrator who will be the point of contact for billing (if "Direct Billed Account" option is selected as stated above), approving or denying employees of Business who apply for membership, as well as promptly removing employees who cease to be employees of Business. In addition, Business shall designate a marketing coordinator to coordinate the marketing and promotion of the Zipcar's Services to Business' employees. Business shall promote the Zipcar service as may be mutually agreed by the parties, including but not limited to an email distribution welcoming employees to join Zipcar, inclusion in Business' publications and employee benefits collateral, and link to Zipcar.com on Business' website. Business may create co-branded marketing materials at Business' expense upon mutual written agreement of the parties, subject to Business' compliance with Zipcar's co-branding guidelines and Zipcar's review and approval prior to dissemination.
9. **Relationship of the Parties.** The relationship of the parties is solely that of independent contractors. Neither party will have any authority to contract with third parties on behalf of the other party or to expressly or impliedly represent that it has any



such authority, to any person. Business agrees that Zipcar shall be the only car sharing service promoted and used by Business.

10. **Payment Terms.** If a Direct Billed Account, all fees payable hereunder are due within 30 days from the date of Zipcar's invoice. If Business fails to pay an invoice in a timely manner, Zipcar will give Business written notice. If Business has a credit card account on file with Zipcar, Business hereby consents to Zipcar's charging any and all fees that become payable hereunder to such credit card upon such fees becoming due. If Business fails to make payment within 10 business days of the Zipcar's notice, then (i) Zipcar will have the right to enter Business' property and remove the Zipcar Vehicle(s) and Business will be liable for all fees, costs and expenses actually incurred by Zipcar in connection with such removal, and (ii) interest will accrue on all amounts due from the original date due to the date paid, at the lesser of 1 and 1/2% per month or the highest rate permitted by applicable law. Business will pay all taxes or other governmental charges (including import duties) levied in connection with the Services (except taxes on net income of Zipcar).
11. **Publicity; Use of Zipcar Name; Trademarks.** Zipcar may release a press release announcing the parties' relationship hereunder with the prior consent of Business, which shall not be unreasonably withheld. Unless otherwise expressly permitted in this Agreement, neither party will use the other party's name, logos, trademarks or service marks in any manner without the other party's prior written approval. Business hereby gives Zipcar the right to use Business' name, logos, trademarks and service marks (i) to create marketing and advertising materials for Business to use to promote the Zipcar's Services to Business' employees and (ii) on Zipcar's customer list which may be displayed on Zipcar's website and in other publications.
12. **Representations and Warranties.** Each party represents and warrants to the other that (i) it has the authority to enter into this Agreement and is not under any obligation to any third party that would conflict with this Agreement and (ii) it will comply with all applicable federal, state and local laws. EXCEPT AS SET FORTH HEREIN, ZIPCAR MAKES NO WARRANTIES WITH RESPECT TO THE SERVICES OR THE SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. NO WARRANTY IS MADE THAT THE SERVICES WILL MEET BUSINESS' REQUIREMENTS.
13. **Limitation of Liability; Exclusion of Damages.** EXCEPT WITH RESPECT TO BUSINESS' PAYMENT OBLIGATIONS AND EACH PARTY'S CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS, NEITHER PARTY'S LIABILITY HEREUNDER WILL EXCEED THE LESSER OF \$5,000 OR THE FEES PAYABLE FOR THE SERVICES THAT ARE THE SUBJECT OF THE CLAIM. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR INTERRUPTION OF BUSINESS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS. THE FOREGOING LIMITATION OF LIABILITY IS NOT INTENDED TO LIMIT EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. BUSINESS ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION REPRESENTS A REASONABLE ALLOCATION OF RISK THAT IS REFLECTED IN THE FEES PAID BY BUSINESS.
14. **Confidentiality.** Each party acknowledges that during the term of this Agreement the other party may disclose information, whether orally, visually, or in tangible form, that is proprietary and confidential to the disclosing party and is disclosed or marked as proprietary or confidential (hereafter "Confidential Information") and that the unauthorized disclosure of Confidential Information may cause irreparable harm to the disclosing party. Zipcar acknowledges that Business' employee lists are proprietary to Business and Zipcar will not use them, other than to provide Services hereunder, without Business' permission. Each party shall only use the Confidential Information to perform its obligations hereunder and will take all reasonable measures to safeguard and prevent the unauthorized disclosure of Confidential Information, but no less than a reasonable degree of care and the measures it takes to safeguard its own Confidential Information, including without limitation disclosing Confidential Information only to those of its employees with a need to know such information to perform their obligations hereunder. The parties acknowledge that it will be impossible to measure the damages that would be suffered by one party if the other party fails to comply with the provisions of this Section 14 and that in the event of any such failure, such party will not have an adequate remedy at law and shall, therefore, be entitled, in addition to any other rights and remedies, to obtain specific performance of the receiving party's obligations and to obtain immediate injunctive relief with respect thereto.
15. **Indemnification.** Each party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other party (the "Indemnified Party") its successors, subsidiaries, affiliates, employees, officers, trustees, agents and assigns from and against any and all third party claims brought against the Indemnified Party by any person or entity (i) for personal injury or property damage and (ii) arising out of the Indemnifying Party's gross negligence or willful misconduct with respect to this

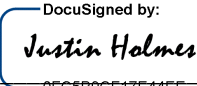


Agreement. The Indemnifying Party will pay all damages agreed to in settlement or awarded by a court of competent jurisdiction; provided, however, that no settlement shall be effective without consent of the Indemnified Party. This indemnification obligation shall be effective only if the Indemnified Party has given prompt written notice of the claim to the Indemnifying Party, permitted the Indemnifying Party an opportunity to defend, and reasonably cooperated in the defense of the claim at the Indemnifying Party's expense.

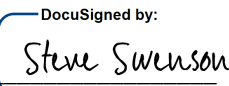
- 16. Termination.** If either party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of notice of that breach, then the other party may terminate this Agreement effective as of the end of that period. The commitment of an act of bankruptcy (such as a giving general assignment for the benefit of creditors) or the filing of a bankruptcy petition will be deemed a breach if not vacated within thirty (30) days of filing. It is recognized that some breaches are not capable of cure, such as a cessation of business. With respect to any such incurable breach by a party, if it remains possible to give notice, then upon such notice by the other party this Agreement will be deemed terminated. If it is not possible then this Agreement will be deemed to terminate automatically upon such breach. No termination for cause will be deemed a waiver of any claim for damages by the terminating party. Upon the termination of this Agreement, each party will promptly destroy or, on the other party's request, return all of the other party's Confidential Information, including all copies thereof. Sections 12, 13, 14, 15, 16 and 17 of this Agreement shall survive any termination or expiration of this Agreement.
- 17. Miscellaneous.** This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior and contemporaneous agreements and understandings, oral and written, between the parties with respect to the subject matter hereof. Additional or different terms in any purchase order or similar document will not modify or add to the terms of this Agreement. This Agreement may be amended only by a written agreement between the parties. If one party fails to enforce any provision of this Agreement, such party will not be precluded from enforcing the same provision at another time. This Agreement and the rights granted under it may not be assigned or transferred by either party without the written consent of the other party; provided, however, either party will have the right to assign this Agreement to its successor in the event of a merger, acquisition or other consolidation, including without limitation the sale of all or substantially all of its assets or stock or business to which this Agreement relates. In the event that any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be deemed modified to the minimum extent necessary to render the provision enforceable in a manner that most closely represents the original intent of the parties and the remaining terms and conditions of this Agreement will remain in full force and effect. This Agreement shall be governed by and construed in accordance with law of the Commonwealth of Massachusetts without regard to conflicts of laws provisions thereof. The parties agree that the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Boston, Suffolk County, Massachusetts, and consent to the exclusive jurisdiction of such courts. In the event of any adjudication of any dispute under this Agreement, the prevailing party in such action will be entitled to reimbursement of its reasonable attorneys' fees and related costs by the other party. Except for payment obligations, neither party will be responsible for delays or failures in performance resulting from acts beyond its control. Such acts include but are not be limited to acts of God, labor conflicts, acts of war or civil disruption, governmental regulations imposed after the fact, public utility out failures, industry wide shortages of labor or material, or natural disasters.

In Witness Whereof a duly authorized representative of each party has executed this Agreement as of the Effective Date set forth above.

Zipcar, Inc.

By: 
DocuSigned by: 0FC5B9CF17E44EE...
 Name: Justin Holmes
 Title: VP, marketing and public policy

Business: TSG Ski & Golf, LLC

By: 
DocuSigned by: 49D58FF2D651492...
 Name: Steve Swenson
 Title: Manager of Dial a Ride



455 Mountain Village Blvd. Mountain Village, CO 81435
(970) 369-8235

TO: Town Council
FROM: J.D. Wise, Economic Development & Sustainability Director
David McConaughy, Town Attorney
DATE: June 11, 2024
RE: Consideration of Approval of an Assignment Agreement between TSG Ski and Golf, LLC and the Town of Mountain Village Assigning Existing Telluride Conference Center Agreements.

EXECUTIVE SUMMARY

On May 3, 2024, the Town assumed management of the Telluride Conference Center (“TCC”).

TSG Ski and Golf, LLC (“TSG”) has several existing agreements for events that are currently booked at the TCC. These contracts include a provision which allows TSG to assign the respective agreements to the Town, allowing for the uninterrupted execution of booked events.

TSG desires to assign, and the Town desires to accept the assignment of these existing agreements as outlined in the attached agreement.

STAFF RECOMMENDATION:

- Staff recommends approval of the Assignment Agreement provided herein.

SUGGESTED MOTION:

- I move to approve the Assignment Agreement between TSG Ski and Golf, LLC and the Town of Mountain Village Assigning Existing Telluride Conference Center Agreements as presented.

ASSIGNMENT OF TELLURIDE CONFERENCE CENTER AGREEMENTS

THIS ASSIGNMENT AGREEMENT (“Assignment Agreement”) is made to be effective as of the ____ day of _____ 2024, by TSG Ski & Golf, LLC, a Delaware limited liability company, dba Telluride Ski & Golf, LLC and Telluride Conference Center (“**Assignor or TSG**”) and the Town of Mountain Village (“**Assignee or Town**”).

RECITALS

WHEREAS, TSG and the Town entered into an Amended and Restated Telluride Conference Center Agreement (“TCC Agreement”), dated October 14, 2015, wherein TSG was hired by the Town as the Manager of the Telluride Conference Center (TCC).

WHEREAS, the Town recently terminated the TCC Agreement, effective May 1, 2024. Prior to May 1, 2024, TSG, during the course of its management responsibilities entered into a series of agreements for various events to be held at the TCC after May 3, 2024 (collectively the “Event Agreements.” The Event Agreements are attached hereto as Exhibit A and incorporated herein by this reference;

WHEREAS, Assignor desires to assign, transfer, sell and convey to Assignee all of Assignor's right, title and interest in, to and under said Event Agreements; and

WHEREAS, Assignee desires to assume and acquire all of Assignor's right, title and interest in, to and under said Event Agreements; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

AGREEMENT

1. **Assignment of Event Agreements:** Assignor does hereby assign, transfer, sell and convey unto Assignee all of Assignor's right, title and interest in, to and under said Event Agreements, including without limitation all deposits previously provided and monies paid pursuant to the Event Agreements. Assignor agrees to cooperate with Assignee to transfer all such deposits to Assignee within five business days following execution of this Agreement.
2. **Consent of Assignee.** Assignee hereby consents to this Assignment and assumes all liabilities and agrees to perform all of Assignor's duties and obligations under said Event Agreements. Assignee agrees it shall inform all Event clients/users of this Assignment.
3. **Additional Provisions.** To the extent permitted by law and without waiving the Town's immunity as provided pursuant to C.R.S. Section 24-10-114, the Town agrees to indemnify, defend and hold harmless TSG and its officers, directors, and employees, agents and affiliates from and against any and all Claims arising out or related to any loss, cost, damage or injury (including without limitation, injury or death of any person or

damage to property of any kind) arising out or in connection with, or related to (1) the Event Agreements; and (2) the Town's occupancy, use, operation and/or maintenance of the TCC and (3) the Town's failure to perform any of the terms or conditions associated with this Assignment Agreement or otherwise; and (4) any claims asserted against TSG related to the TCC or any event held at the TCC arising from facts or circumstances occurring on or after May 3, 2024; provided, however, to the extent that any such claims arise out of acts or omissions of TSG occurring prior to May 3, 2024, the Town reserves all rights to seek indemnity or contribution from TSG for any claimed loss, cost, damage or injury. This Assignment Agreement shall be binding upon Assignor and shall inure to the benefit of Assignee and its successors and assigns. Assignor agrees to execute such further instruments as are necessary, desirable or convenient in Assignee's opinion to establish or vest Assignee's rights in and to the Event Agreements. The indemnity obligations and all fiscal obligations of Assignee pursuant to this Agreement or the Event Agreements are subject to annual budgeting and appropriation of the Mountain Village Town Council to the extent required by Colorado law. Nothing herein shall be construed as a waiver of Assignee's governmental immunity. Any confidentiality provisions in the Event Agreements are subject to Assignee's duties pursuant to the Colorado Open Records Act.

IN WITNESS WHEREOF this Assignment has been signed as of the date first above written.

ASSIGNOR:

TSG Ski & Golf, LLC, a Delaware limited liability company,

By: _____

Its: _____

ASSIGNEE:

The Town of Mountain Village

By: _____

Paul Wisor, Town Manager

			EXHIBIT A	
	Fully Assigned	Event Date	TCC Deposit Collected	Notes
3	Mountain Film 2024	5/20-5/27/2024	\$ 22,900.00	
3	Mountain Film 2025 - 2026	5/19/2025	\$ -	No Deposit collected for this event
5	Telluride Science Research Center	6/4/2024	\$ 5,625.00	
4	TAR Summer Meeting 2024	6/5/2024	\$ 2,850.00	
23	Club Red ShinyRibs	6/14/2024	\$ -	No Deposit collected for this event
7	Planet Bluegrass	6/19/2024	\$ 1,850.00	
23	Club Red Jamestown Revival	8/9/2024	\$ -	No Deposit Collected from Beyond The Groove
10	2024 Autumn Classic	9/28/2024	\$ 13,400.00	
12	Retina Conference	1/30/2025	\$ 6,525.00	
13	TAB 2025 - 2026	2/14/2025	\$ -	No Deposit collected for this event



455 Mountain Village Blvd. Mountain Village, CO 81435
(970) 369-8235

TO: Town Council
FROM: J.D. Wise, Economic Development & Sustainability Director
David McConaughy, Town Attorney
DATE: June 18, 2024
RE: Consideration of Approval of a Partial Assignment Agreement between TSG Ski and Golf, LLC and the Town of Mountain Village Assigning Existing Telluride Conference Center Agreements.

EXECUTIVE SUMMARY

On May 3, 2024, the Town assumed management of the Telluride Conference Center (“TCC”).

TSG Ski and Golf, LLC (“TSG”) has several existing agreements for events that are inclusive of activities or use within the TCC, but that also combine use of TSG owned spaces or amenities both on and off the resort.

These contracts include a provision which allows TSG to assign the portion of the respective agreements involving the TCC to the Town, allowing for the uninterrupted execution of events within the TCC.

TSG desires to assign, and the Town desires to accept the assignment of the portions of these existing agreements that will occur within the TCC as outlined in the attached agreement.

STAFF RECOMMENDATION:

- Staff recommends approval of the Partial Assignment Agreement provided herein.

SUGGESTED MOTION:

- I move to approve the Partial Assignment Agreement between TSG Ski and Golf, LLC and the Town of Mountain Village Assigning Portions of Existing Telluride Conference Center Agreements as presented.

PARTIAL ASSIGNMENT OF TELLURIDE CONFERENCE CENTER AGREEMENTS

THIS PARTIAL ASSIGNMENT AGREEMENT (“Partial Assignment Agreement”) is made to be effective as of the ____ day of _____ 2024, by TSG Ski & Golf, LLC, a Delaware limited liability company, dba Telluride Ski & Golf, LLC and Telluride Conference Center (“**Assignor or TSG**”) and the Town of Mountain Village (“**Assignee or Town**”).

RECITALS

WHEREAS, TSG and the Town entered into an Amended and Restated Telluride Conference Center Agreement (“TCC Agreement”), dated October 14, 2015, wherein TSG was hired by the Town as the Manager of the Telluride Conference Center (TCC).

WHEREAS, the Town recently terminated the TCC Agreement, effective May 3, 2024. Prior to May 3, 2024, TSG, during the course of its management responsibilities entered into a series of agreements for various events to be held at the TCC after May 3, 2024 (collectively the “Event Agreements.” Some of these Event Agreements combined the use of the TCC with Peaks Hotel Rooms and Ski Lift Ticket Sales. The purpose of this Partial Assignment Agreement is to assign to the Town only that portion of these Event Agreements that relate to the use, arrangements, bookings and services for the TCC (“TCC Bookings”) and not the Peaks or ticket sales). These Event Agreements and associated deposits for the TCC are attached hereto as Exhibit A and incorporated herein by this reference;

WHEREAS, Assignor desires to assign, transfer, sell and convey to Assignee all of Assignor's right, title and interest in, to and under said Event Agreements. but only for the TCC Bookings”); and

WHEREAS, Assignee desires to assume and acquire all of Assignor's right, title and interest in, to and under said Event Agreements for all TCC Bookings; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

AGREEMENT

1. **Assignment of Event Agreements:** Assignor does hereby assign, transfer, sell and convey unto Assignee all of Assignor's right, title and interest in, to and under said Event Agreements, including without limitation all deposits previously provided and monies paid pursuant to the Event Agreements, but only for the TCC Bookings, not the Peaks Hotel Rooms or Ticket Sales. Assignor agrees to cooperate with Assignee to transfer all such deposits to Assignee within five business days following execution of this Agreement. The Event Agreements and associated deposits are listed on Exhibit “A” attached hereto and incorporated herein by this reference.

2. Consent of Assignee. Assignee hereby consents to this Assignment and assumes all liabilities and agrees to perform all of Assignor's duties and obligations under said Event Agreements for the TCC Bookings. Assignee agrees it shall inform all Event clients/users of this Assignment.
3. Additional Provisions. To the extent permitted by law and without waiving the Town's immunity as provided pursuant to C.R.S. Section 24-10-114, the Town agrees to indemnify, defend and hold harmless TSG and its officers, directors, and employees, agents and affiliates from and against any and all Claims arising out or related to any loss, cost, damage or injury (including without limitation, injury or death of any person or damage to property of any kind) arising out or in connection with, or related to (1) the TCC Bookings in the Event Agreements; and (2) the Town's occupancy, use, operation and/or maintenance of the TCC and (3) the Town's failure to perform any of the terms or conditions associated with this Assignment Agreement or otherwise; and (4) any claims asserted against TSG related to the TCC or any event held at the TCC arising from facts or circumstances occurring on or after May 3, 2024; provided, however, to the extent that any such claims arise out of acts or omissions of TSG occurring prior to May 3, 2024, the Town reserves all rights to seek indemnity or contribution from TSG for any claimed loss, cost, damage or injury. This Assignment Agreement shall be binding upon Assignor and shall inure to the benefit of Assignee and its successors and assigns. Assignor agrees to execute such further instruments as are necessary, desirable or convenient in Assignee's opinion to establish or vest Assignee's rights in and to the Event Agreements. The indemnity obligations and all fiscal obligations of Assignee pursuant to this Agreement or the Event Agreements are subject to annual budgeting and appropriation of the Mountain Village Town Council to the extent required by Colorado law. Nothing herein shall be construed as a waiver of Assignee's governmental immunity. Any confidentiality provisions in the Event Agreements are subject to Assignee's duties pursuant to the Colorado Open Records Act.

IN WITNESS WHEREOF this Assignment has been signed as of the date first above written.

ASSIGNOR:

TSG Ski & Golf, LLC, a Delaware limited liability company,

By: _____

Its: _____

ASSIGNEE:

The Town of Mountain Village

By: _____

Paul Wisor, Town Manager

			EXHIBIT A		
	Partially Assigned	Event Date	TCC Deposit Collected	Notes	
21	Daniel Energy Partners	6/24-6/28/2024	\$ -	No Deposit collected for this event. TCC & Peaks Event	
8	Telluride Yoga Festival	6/27/2024	\$ 6,000.00	(Deposit Reflected for TCC only) TCC & Peaks Event	
20	Colorado Association of Transit Agencies	10/7-10/10/2024	\$ 7,850.00	(Deposit Reflected for TCC only) TCC & Peaks Event	
14	Mayo Clinic Echo 2025	3/1/2025	\$ -	No Deposit collected for this event. TCC & Peaks Event	
15	Flatland Ski Association	1/25/2025	\$ -	No Deposit collected for this event. TCC & Lift Tickets Event	
11	NAASF 2025 - 2026	3/30/2025	\$ -	No Deposit collected for this event. TCC & Lift Tickets Event	



TO: Mountain Village Town Council

FROM: Jim Loebe, Transit & Recreation Director and Lizbeth Lemley, Finance Director

DATE: June 14th, 2024

RE: Discussion Regarding Funding of Mountain Village Floor Connector

Executive Summary: The Telluride Mountain Club's latest trail proposal includes a 1.2-mile trail connecting the west end of Jurassic Trail with the Valley Floor. Known as the Mountain Village to Valley Floor Singletrack Connector, a variation of this concept was identified in the Town's Trails Master Plan. The Mountain Club is currently raising funds for the NEPA phase of the project.

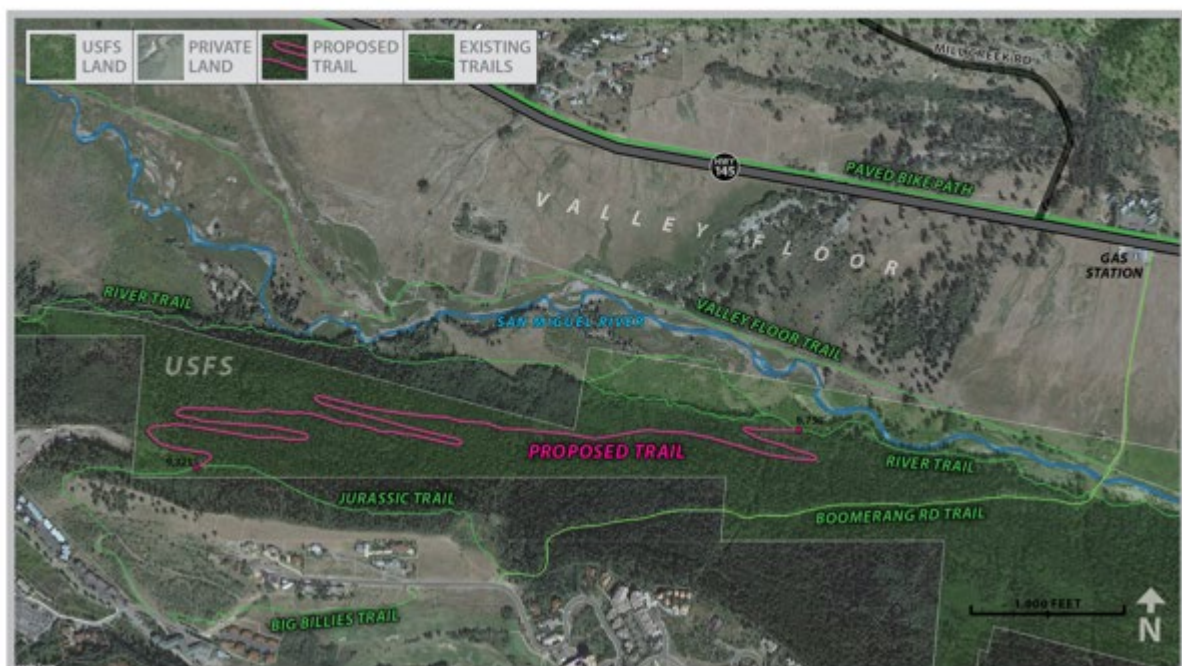
Overview

In light of the generous contributions TMVOA has agreed to provide to fund Town trail improvement projects, Council member Pearson has requested Council consider a \$150,000 contribution to the Mountain Club for the Mountain Village to Valley Floor Singletrack connector to come from the \$600,000 originally budgeted for trails improvement projects. A meaningful trail connection between Mountain Village and Telluride, other than Boomerang Road or the Telluride Trail, has long been contemplated in planning documents as well as included as a high priority project in the most recent Trails Master Plan. It has been identified as both a regional active transportation and recreational connector between the two towns.

TELLURIDE MOUNTAIN CLUB TRAILS PROPOSAL 2023

Mountain Village to Valley Floor Singletrack Connector

1.8 MILES OF NEW TRAIL · ALL ON U.S.F.S. LAND



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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www.garfieldhecht.com

MEMORANDUM

TO: Mountain Village Town Council
FROM: David McConaughy
RE: **Charter Amendments**
DATE: June 20, 2024

Our prior memo for the June 12, 2024 workshop summarizes the issues for this agenda item. An updated version of the draft Ordinance has been provided with the Council packet for your June 20, 2024 meeting. The only substantive change from the version presented for the workshop is to clarify that the person designated by a trust to vote must be either a trustee or beneficiary of the trust.

The draft ordinance includes fill-in-the-blanks for the election date in several places. The choices in 2024 would be October 1 or December 10. Council could also pick other dates in 2025. Choosing the regular election in June 2025 or the November 2025 election would give us the option to include the proposed amendment regarding revenue bonds as discussed in the prior memo.

Suggested Motion: I move to approve the ordinance calling for a special election to submit ballot questions to amend the Mountain Village Home Rule Charter on first reading, with the date of the election as [October 1 or December 10] 2024, and setting a public hearing for the next regular meeting on July 18, 2024.

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 Workshop**
DATE: June 12, 2024

SUMMARY

An ordinance proposing an election on amendments to the Town Charter was discussed by Council in March but was tabled pending further discussion including a workshop set for June 12, 2024. This memo has been updated from the version included in the March Council packet. The proposed amendments are:

- 1) Allowing property owners holding property in LLCs or trusts 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

An updated draft ordinance is provided with this memo based on the motion at the March meeting. However, because it is too late to proceed with an election date in July as originally contemplated, any revised ordinance will need to be considered by Council at two future meetings for first and second reading. No vote or formal action will occur at the June 12 workshop.

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. Before incorporation of the Town, Mountain Village was governed by the Mountain Village Metropolitan District (“MVMD”), which was a special district organized under Title 32 of Colorado Statutes. Pursuant to C.R.S. § 32-1-806, eligible electors of a special district include residents, property owners, and spouses of property owners. When the Town took over from MVMD, the voting rights of non-resident property owners were preserved via Charter Section 2.3, which

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 trusts 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.

Based on Council direction at the March meeting, the proposed ordinance has been revised to apply to LLCs and trusts but not corporations. It has also been revised to exclude commercial property ownership by LLCs or trusts. As of April 2024, the Town Clerk estimates that property owners in Mountain Village include 1160 individuals, 1264 LLCs, and 199 trusts. Only a portion of those owners hold residential property, and many of the trusts and LLCs own multiple parcels. Under the proposed amendments, commercial ownership doesn't count, and owning more than one parcel does not convey any additional voting rights. Staff estimates that approximately 153 trusts and 566 LLCs could benefit from the proposed amendments. Each trust could qualify for one voter, and each LLC would qualify for either one or two new voters depending on whether the voter owns at least 50% or not.

a) Voter Registration Procedures

The specific procedures for voter registration are not addressed in the draft ordinance and should not be set in stone in the Charter. Rather, the Town Clerk and Town Council should have flexibility to adopt and revise procedures and forms from time to time as appropriate and consistent with state laws that may be amended by the legislature.

In 2009, the Town Council adopted voting procedures pursuant to Resolution 2009-0820-12, a copy of which is attached. For non-resident voters, the Resolution requires the Town Clerk to conduct an audit prior to every election by comparing the voter registration list to the records of the San Miguel County Clerk and Recorder and County Assessor. This includes reviewing information from recorded deeds to verify the names of individuals who own real property in the Town.

Deeds to LLCs or trusts will identify the name of the LLC or trust but usually not the individual owners of each LLC or beneficiaries of trusts. Under the proposed ordinance, an authorized representative of the trust or LLC would fill out a voter registration form with the Town Clerk to designate the natural person(s) authorized to vote for the LLC or trust. A statutory form called a "Statement of Authority" provides a common approach used by title companies to verify who can sign a deed or other real estate documents on behalf of an LLC or trust. C.R.S. 38-30-172 provides that a recorded Statement of Authority shall be prima facie evidence of the authority of the person designated in the Statement of Authority to execute documents on behalf of the

entity. Therefore, one possible approach to assist the Town Clerk would be to require such a Statement of Authority from the LLC or trust to verify who can sign the voter registration form designating the individuals who could vote. A sample Statement of Authority form is provided with this memo. This is just one possible approach and is not specifically required by the proposed ordinance. If the Council passes the ordinance, and if the amendments are approved by the current voters of Mountain Village, the Council and Town Clerk should revisit voter registration procedures before the next election. As noted above, under existing Colorado law special districts already allow non-resident property owners to vote in special district elections, so the Clerk should be able to develop recommendations based on procedures employed by other local governments.

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, so without a Charter Amendment the mail-out date for the next regular Town election would be June 2, right around when school gets out for the summer. 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. Publication by Website

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. Design Review Board

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.

6. Election Dates - Revenue Bonds?

State law prohibits special elections within a certain number of days of the national election in November. Therefore, if Council decides to move forward with the proposed ordinance setting an election in 2024, possible dates would be October 1 or December 10.

Charter Section 8.5(d) allows the Town to issue revenue bonds only upon approval at an election. This conflicts with state laws allowing municipal debt to be repaid via revenue bonds without an election subject to certain restrictions. The TABOR amendment to the Colorado Constitution generally requires voter authorization to raise taxes or to pledge tax money to repay debt in future fiscal years. However, a vote may not be required if the debt is to be paid only via revenue, not taxes. For example, a water treatment plant upgrade could be financed via a revenue bond where the debt would be repaid from future water fees from customers rather than taxes.

Updating this provision to match state law would give the Town greater flexibility to pursue financing of capital improvements and public infrastructure at lower borrowing costs.

The draft ordinance does not presently address this issue because TABOR limits the dates on which such measures may be considered. It could potentially be set for an election either in November 2025 or at the regular town election in June 2025. If Council decides not to proceed with the other five issues mentioned above either in October or December 2024, it might consider setting the election in 2025 and adding this additional amendment.

WORKSHOP DISCUSSIONS

The meeting on June 12, 2024, includes a workshop to discuss the proposed charter amendments. No formal action or vote should occur. Rather, following discussion among Council and the public, the Council should give staff direction on if, how and when to move forward with any proposed charter amendments for consideration at a future meeting.

From: Paul Zoidis <paulzoidis@gmail.com>

Sent: Monday, June 17, 2024 2:24 PM

To: Pete Duprey <pduprey@gmail.com>; Harvey Mogenson
<hmogenson@mtnvillage.org>; sdpearson@gmail.com
<sdpearson@gmail.com>; Paul Wisor <pwisor@mtnvillage.org>

Subject: MV Vote for Trusts

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

I watched the working session last night. I thought the differing views were well represented. As you know I am for expanding the vote to LLC and trusts. Second homeowners have a right to vote. We have such a large proportion of home ownership in LLCs and trust structures and need to “look through the tax structure “ to enfranchise them. I think the requirement that the voter must own at least 50% of an interest in an LLC creates a sound qualification to vote.

My home is owned in a trust with my two children as the beneficiaries of the trust so I have a question and a suggestion.

My question is does a 50% or greater interest requirement exist for the beneficiary of a trust to qualify to vote? My suggestion is that a trust with two 50% beneficiaries should get two votes like an LLC.

It seems to me a trust should work like an LLC. A beneficiary of a trust must have at least a 50% interest in the trust to vote. If two beneficiaries each have a 50% interest they both should vote. If no beneficiary has at least 50% of the vote then none should vote. So trusts and LLCs would work exactly the same. I know the proposed amendment provides trusts with one vote but I think the requirement to have at least a 50% beneficiary interest to vote at all is an important standard of ownership in our community. I think trusts should work the same as an LLC so that a trust with two 50% beneficiaries should have two votes. An LLC structure should not have a voting advantage over a trust.

Thank you for all your time in working through this voting issue.

All the best

Paul.

Sent from my iPad

Paul Zoidis
908 612 0567

ORDINANCE NO. 2024-__**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE,
COLORADO CALLING A SPECIAL ELECTION FOR OCTOBER 1, 2024, AND
SUBMITTING
BALLOT QUESTIONS TO QUALIFIED ELECTORS AT THE SPECIAL ELECTION
TO AMEND THE TOWN OF MOUNTAIN VILLAGE HOME RULE CHARTER**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. Election Call. The Town Council hereby calls a special election of qualified electors to be conducted on Tuesday, October 1, 2024, pursuant to the authority and requirements of the Charter and C.R.S. § 31-2-210.

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

Section 2.3. VOTER QUALIFICATIONS

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

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

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

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

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

Any real property owned by natural persons will qualify for the purposes described above regardless of whether it is intended for residential or commercial use, but only residential property ownership will qualify LLCs or trusts for voting rights. The fee ownership in such property shall include, without limitation, ownership interest in any platted parcel of land, or townhome, or condominium unit, as well as ground leasehold real estate interests. Such property interest shall not, however, include Ownership of parking spaces, religious or other charitable facilities, hotel units, roads, or common areas intended for non-profit use. In the case of condominium, townhome, and similar common interest ownership regimes, the commonly owned areas shall not be deemed property interests separate from the ownership interests

to which they may be appurtenant, and no person owning, or belonging to, any association, partnership or other entity formed for the purposes of managing or owning such common areas shall, because of that fact alone, become a registered elector. To be an “owner of record” there must be a deed or other instrument recorded with the San Miguel Clerk and Recorder reflecting such ownership.

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

Section 2.2. DATES AND TIMES FOR ELECTION.

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

Section 5.2. PROCEDURE FOR ORDINANCES.

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

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

Section 5.4. PROCEDURE FOR REPEALING ORDINANCES BY REFERENDUM.

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

Section 5.9. PUBLICATION OF ORDINANCES AND OTHER PUBLIC NOTICES.

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

Section 12.1 DESIGN REVIEW BOARD.

b) DRB Membership.

- 1) The DRB shall consist of seven (7) members, all appointed by the Town Council.
- 2) The terms for ~~a~~-members of the DRB shall be as established by Ordinance of the Town Council. ~~two (2) years, with three (3) members appointed in odd numbered years and four (4) members appointed in even numbered years.~~

Section 4. Official Ballot Questions. At the October 1, 2024, special election, there shall be submitted to the qualified electors the following ballot questions:

Ballot Question No. 1

Voter Qualification of Non-Natural Persons

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

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

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

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

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

YES/FOR _____

NO/AGAINST _____

Ballot Question No. 2

Change Regular Municipal Election to July

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

YES/FOR _____ NO/AGAINST _____

Ballot Question No. 3

Clarification of Ordinance Effective Date and Referendum Deadline

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

YES/FOR _____ NO/AGAINST _____

Ballot Question No. 4

Publication of Ordinances and Public Notices on the Town Website

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

YES/FOR _____ NO/AGAINST _____

Ballot Question No. 5

Design Review Board

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

YES/FOR _____ NO/AGAINST _____

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

|

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

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

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

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

INTRODUCED, READ, AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 20th day of June, 2024.

TOWN OF MOUNTAIN VILLAGE:

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

By: _____
Martinique Prohaska, Mayor

ATTEST:

Susan Johnston, Town Clerk

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

TOWN OF MOUNTAIN VILLAGE:

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

By: _____
Martinique Prohaska, Mayor

ATTEST:

Susan Johnston, Town Clerk

Approved as to Form:

David McConaughy, Town Attorney

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

1. The attached copy of Ordinance No. 2024-__ ("Ordinance") is a true, correct, and complete copy thereof.
2. The Ordinance was introduced, read by title, approved on first reading and referred to public hearing by the Town Council the Town ("Council") at a regular meeting held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on June 20, 2024, by the affirmative vote of a quorum of the Town Council as follows:

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this ____ day of _____, 2024.

Susan Johnston, Town Clerk

|

(SEAL)

DRAFT



TO: Mountain Village Town Council

FROM: Claire Perez – Planner II

FOR: Town Council Public Hearing; June 20, 2024

DATE: June 4, 2024

RE: Staff Memo – Consideration of a Resolution Approving a Height Variance Pursuant to CDC Section 17.4.16

APPLICATION OVERVIEW: Height Variance for a New Single-Family Residence on Lot 165 Unit 2

Legal Description: UNIT 2 CORTINA LAND CONDOMINIUMS ACC TO THE MAP OF THE CORTINA LAND CONDOMINIUMS A COLORADO COMMON INTEREST COMMUNITY LOT 165 TOWN OF MOUNTAIN VILLAGE REC NOV 30 2004 PL 1 PG 3400 THRU 3401 AND ALSO ACC TO THE DECLARATION REC NOV 30 2004 AT REC NUM 370697

Address: TBD Cortina Drive
Applicant/Agent: Brendan Hamlet, KA Design Works
Owner: Chalets at Cortina 2, LLC
Zoning: Multi-Family
Existing Use: Vacant
Proposed Use: Single-Family Detached Condominium
Lot Size: 12, 244 Sf, .2810 Acres
Adjacent Land Uses:

- **North:** Multi-Family
- **East:** Single-Family
- **West:** Multi-Family
- **South:** Multi-Family

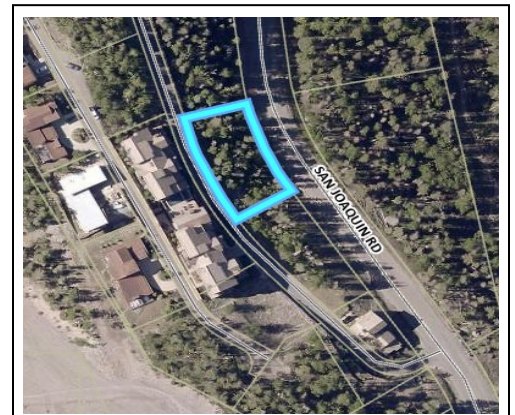


Figure 1: Vicinity Map

ATTACHMENTS

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

Case Summary: Brendan Hamlet of KA Design Works is requesting a Height Variance to develop a new single-family detached condominium on Lot 165 Unit 2, TBD Cortina Drive.

The site is burdened by steep slopes, with a majority of the site having a grade of over 30%. The proposed structure is a single-family detached condominium located in the multi-family zone district. While the structure reads as a single story from Cortina Drive, it is a two-story building that steps down the site towards San Joaquin Road. Due to the slope of the site and the setback requirements, the applicant is requesting a maximum height variance, which is described in detail below.

The proposed structure is 5,017 gross square feet, and utilizes a mixture of wood, stone, and metal siding for the exterior materials. The proposed structure includes two interior parking spaces.

The DRB reviewed an initial application at the June 6, 2024, Regular DRB Meeting, and has recommended approval of the variance request. The DRB also voted to approve the Initial Architecture and Site Review (IASR) at that meeting. The approve includes a condition that if the Height Variance is not approved by Town Council, the applicant must return to DRB For an updated IASR review.

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

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

<u>CDC Provision</u>	<u>Requirement</u>	<u>Proposed</u>
Maximum Building Height	35' (shed) Maximum	41.5'
Avg. Building Height	30' Maximum	27.6'
Maximum Lot Coverage	40%, (4,897 Sf)	39.7% (4,857 Sf)
General Easement Setbacks	No encroachment	n/a
Roof Pitch		
Primary		1.5"/12"
Secondary		1"/12"
Exterior Material		
Stone	35% minimum	43.53%
Windows/Door Glazing	40% maximum	17.35%
Metal	n/a	
Wood	n/a	
Parking	2 spaces*	2 spaces

**Single family detached condominiums have historically followed the single-family common interest requirement of the CDC of (2) required spaces*

Chapter 17.3: ZONING AND LAND USE REGULATIONS

17.3.11 and 17.3.12: Building Height and Building Height Limits

Sections 17.3.11 and 17.3.12 of the CDC provide the methods for measuring maximum building height and average building height, along with providing the height allowances for specific types of buildings based on their roof form. The proposed design incorporates gable roof forms. Single-family, condominium developments are granted a maximum height of 35 feet and an average height of 30 feet. The average height is an average of measurements from a point halfway between the roof ridge and eave. The maximum height is measured from the highest point on a roof directly down to the existing grade or finished grade, whichever is more restrictive.

Staff: The primary roof form of the proposed structure is shed and is therefore granted a maximum height of 35 feet and an average height of 30 feet. The applicant has indicated that the maximum height of the current proposed structure is 41.5 feet and has an average height of 27.6 feet. Due to the extreme slope of the site, the applicant is requesting a variance to the maximum height of up to 7'. The area of impact for the variance is limited to the garage, living and dining area. The applicant has noted that the roof cannot be lowered further in the current configuration. Additionally, the applicant demonstrates on Sheet A006, how the shed roof form reduces the mass of the structure. Although a gable roof form would not require a height variance, it has a greater visual impact than the proposed shed roof.

Chapter 17.4: DEVELOPMENT REVIEW PROCEDURES

17.5.16: Variance Procedure:

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

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

Staff: The entirety of the lot has significant slopes, with a majority of the site having a slope greater than 30%. The extreme slope of the site and building envelope limit the ability of the lot to adequately site a development within a strict application of the CDC regulation. Staff believes the site constraints constitute special circumstances.

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

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

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

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

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

Staff: The DRB has recommended approval of similar height variances in this area of the Cortina subdivision before due to unique site conditions related to the slope of a lot. While variances that are granted do not set precedents, there are similar homes in the same zone district that have received variances to construct similar homes nearby.

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

Staff: The proposed development and associated height variance request allows the lot to be used in a manner similar to that of other sites within the Cortina subdivision and throughout Mountain Village.

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

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

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

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

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

DRB Recommendation: The DRB (by a vote of 6-0) recommended approval to the Town Council regarding the height variance application for Lot 165 Unit 2 with conditions found in the proposed motion at their regular meeting on June 6, 2024.

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

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

I move to approve a Resolution Approving a Height Variance allowing a maximum height of up to 7 feet above the allowable, per the height restrictions listed in the CDC for portions of a new single-family residence located at Lot 165 Unit 2, TBD Cortina Drive based on the evidence provided in the staff record of memo dated June 4, 2024, and the findings of this meeting and with the following conditions:

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

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

I move to deny a Resolution Approving a Height Variance at Lot 165 Unit 2, TBD Cortina Drive based on the evidence provided in the staff record of memo dated June 4, 2024, and the findings of this meeting.

/cp

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE,
COLORADO APPROVING A VARIANCE OF THE MAXIMUM HEIGHT LIMITATIONS OF
THE MOUNTAIN VILLAGE MUNICIPAL CODE TO LOT 165 UNIT 2**

RESOLUTION NO. ____

WHEREAS, Chalets at Cortina 2, LLC (the "Owner") is the owner of certain real property described as Lot 165 Unit 2, Mountain Village, Colorado, Assessor Parcel No. 477903405004, and commonly known as TBD Cortina Drive (the "Property"); and

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

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

WHEREAS, the DRB held a public hearing on June 6, 2024, to consider the Variance Request and testimony and comments from the Applicant, Town Staff, and members of the public, and voted unanimously to issue a recommendation of approval to Town Council of the Variance Request; and

WHEREAS, the Town Council held a public hearing on June 20, 2024, to consider the Variance Request, the DRB's recommendations, and testimony and comments from the Applicant, Town Staff, and members of the public, and voted ____ to approve this Resolution ("Variance Approval"); and

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

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

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

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

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

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

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

Section 2. Approval. The Town Council hereby approves a variance of 7 feet above the allowable maximum height as outlined in the CDC for portions of a new single-family residence to be constructed on the Property, as described in the Variance Request.

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

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

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

ADOPTED AND APPROVED by the Town of Mountain Village Town Council at a regular public meeting held on June 20, 2024.

TOWN OF MOUNTAIN VILLAGE,
COLORADO

By: _____
Marti Prohaska, Mayor

ATTEST:

Susan Johnston, Town Clerk

APPROVED AS TO FORM:

David McConaughy, Town Attorney



PROJECT: 120 Cortina Residence
REGARDING: TOMV Preliminary Design Review Narrative
DATE: 4.05.2024

Site

The site is located toward the bottom of the Cortina Land Condominiums directly across the street from the Villas at Cortina. The site slopes down toward San Joaquin Road below, and the Building Envelope (B.E.) is placed relatively close to Cortina Drive. The access side of this site (West) is within 5' of the Property line and is encumbered by an existing retaining wall flanking Cortina Drive. The orientation of the B.E. is generally running North / South. The primary views are to the Northeast, and the geometry of the B.E. lends itself to glazing being located on the East (downhill) side of the home.

Design

A unique building design resulted by working around the site constraints and capitalizing on the assets to yield a home that fits right there. The site is steep, the short axis of the B.E. is narrow and we propose a driveway directly connected to the Garage with the formal entry flanking this sequence. The approach to the home from Cortina Drive is low, welcoming and sensitive to the neighbors. The Entry is visible from the street and allows the occupant to discover the views to the East and Northeast upon entering into the home. The short sides of the home are supported by hefty masonry bases while the downhill side of the home is continuously supported by the same masonry plinth. The home is grounded. The Garage is to be supported by substantial steel columns and beams. Associated decks and walks are also supported in a similar manner, the character of which harkens back to the mining vernacular present throughout western Colorado.

The grade of the lot does not allow for much (if any) occupiable landscape areas, thus we have built in several outdoor areas connected to the building. A continuous deck on the East side of Main Level for outdoor living is not overly excessive but does allow the occupant to experience the outdoors as the seasons allow. The Lower Level has a sheltered patio below the Garage which is a perfect location for a hot tub and associated outdoor living. We envision this area to be a quiet, tranquil place for the occupants to enjoy the outdoors.

Lighting

We work within the constraints of the night sky initiative frequently, and thus have placed exterior lighting as necessary by code only. Step lights have been placed at the exterior of the building at walkways and doorways to assist the occupant in safely navigating the property while not creating an oppressive beacon of light in the night.

The East Elevation has a fair amount of glazing (well within the 40% maximum) and we will work to ensure that interior lights will produce a minimum amount of light bleed to the exterior. We

will specify ceiling mounted lights to have shielded bulb / light source to minimize the often offensive viewing of light source(s).

Construction

The owner of Cortina 2 also owns the neighboring lots Cortina 3 and 4. These neighboring lots have constructed an access road from San Joaquin to aid in construction from below thus relieving the need to use Cortina Drive as primary access for construction. We intend to amend this access road to exist below Cortina 2 as well so that we can employ the same strategy of construction largely from below.

Property and Zoning Information

Legal Description: Unit 2, Cortina Land Condominiums according to the map of the Cortina Land Condominiums, A C Colorado Common Interest Community, Lot 165 Town of Mountain Village recorded November 30, 2004 in Plat Book 1 Page 3400 thru 3401 and also according to the Declaration recorded November 30, 2004 at Reception No. 370697, County of San Miguel State of Colorado

Parcel ID: 477903405004

Address: 120 Cortina Drive Mountain Village, CO 81435

Lot Size: 12,244 SF

Zone District: Multi Family

Max Building Height: Required = 35' for Shed Roof, 40' for Gable Roof. Proposed = 41.5'

Average Building Height: Required = 30'. Proposed = 27.6'

Lot Coverage: Required = 40% Max. Proposed = 39.7%

Setbacks:

Front: Required = 5'. Proposed = 7'-6"

Sides: Required = 16'. Proposed North = 21'-1". Proposed South = 21'-3"

Rear: Required = 30'. Proposed = 30'-4"

Roof Pitches: Primary 1.5"/12". Secondary 1"/12"

Exterior Materials:

Stone: Required = 35% Minimum. Proposed = 43.53%

Windows: Required 40% Maximum. Proposed = 17.35%

Parking: Required = 2 Enclosed. Proposed 2 Enclosed

17.5.4.F: Town Design Theme

1. The home is sited to capitalize on the site constraints and is sensitive to the surrounding neighbors. The Garage is located on the Southern portion of the home and the driveway provides direct access to Cortina Drive. The home appears low from Cortina Drive and is sensitive to the neighbors across the street in regards to retaining their primary views to the East. The views of the home are largely from the rear looking East and Northeast. The majority of the glazing toward the views faces East which allows for gentle morning light. The Fire Mitigation Zones 1 and 2 mandate that all substantial trees to be removed. Upon TOMV Preliminary Approval, Landscape design will commence to revegetate the site to the benefit of the neighborhood and the homeowner.

2. The massing of the home is sensitive to the topography. The Entry / Main Level of the home relates to grade on the Cortina Drive side of the home. The home steps with the topography as it pushes North. The Garage is to be supported by substantial beams and columns which allows for a wellness deck below. The view of the home from San Joaquin Road has been carefully thought out by providing simple massing and engaging rusticated masonry base.

3. The majority of the home is resting on a Masonry plinth. The portions of the home not on Masonry will be flashed accordingly to withstand the alpine snow conditions.

4. The low sloping roof elements with snow retention features fit into the high alpine contemporary architectural language and will be property tied to site drainage design.

5&6. A combination of warm gray stone similar to the neighbors with natural brown wood siding and bonderized flat lock panel with wood and metal fascia provides a natural color palette.

15.5.5.A. Building Siting Design

1 . The home is sited within the building envelope, the HOA initially thought the home was too close to the road. The home was then pushed away from the road within reason to accommodate their request. This does, however, elevate the home a bit more. The HOA was happy with this adjustment and has approved as such. The driveway is situated to connect the garage direct to Cortina Drive, the Entry is shielded and flanks the driveway. Utilities are out of view, the decks are on the back side of the home and are largely out of view from Cortina Drive.

Design Variation: 17.3.13 D: We will likely be asking for a few subterranean elements (footers) to be located outside of the B.E. We have been careful with design to keep all associated above grade elements clear of the B.E., but as we begin Structural design it may be the case that some of the foundation footers may need to extend beyond. Given the relatively constraining B.E., we would prefer to proceed with the exterior envelope as designed without having to shrink the building further.

With the shifting of the home further away from the road per HOA request, we will also be asking for a design variation as a portion of the deck above grade and a portion of the Garage roof will protrude into the General Easement by approximately 10”.

2. The building siting, foundation plan and construction plan envisions minimizing the amount of site disturbance as reasonable while allowing for tree and fire mitigation as noted on the Landscape Plans. The HOA has also requested that the home be largely constructed from below as to not block Cortina Drive. A temporary curb cut at San Joaquin is proposed to service a temporary service road below the home, SEE Civil Drawings. Once the home is complete, this site disturbance will be brought back to its native state.

3. The shed roofs are all pitched away from pedestrian and vehicular travel. Every roof will be guttered (with heat tape) and downspouts will tie into Civil drainage to direct and mitigate water

infiltration. Although the roof pitches are low, we will be installing snow retention devices to mitigate snow fall from roofs.

17.5.6.A Building Form

The form of the building has a substantially grounded base in areas of the predominant views which are to the East and Northeast. The massing of the overall building is broken into smaller elements in floor plan and in elevation. Masonry walls have only a select few windows located, they will be recessed back from the face of the masonry to reveal a 5" depth to convey heavy, thick massing.

17.5.6.B Exterior Wall Form

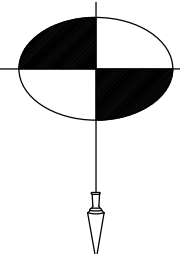
Walls of varied materials overall are simple in design allowing the larger expanses of windows to express views from the interior with overhangs assisting in shielding the glass from the adjacent view lines. A heavy stone base supports the majority of the home.

Design Variance - 17.4.16: We will be requesting a height variance of 7'. The driveway and Garage are located as low as possible within this design, and the ceiling of the Garage is only 8' at the low side to assist in keeping things low. The entire home is designed using shed roofs to capitalize on the views and to provide sheltering from across the street. Per the Town of Mountain Village (TOMV), this type of roof is allowed to be located 35' from grade. The roof at the Garage has been oriented to shed water away from the driveway, and this shape also works well with the 35' grade offset. The rest of the building steps down approximately 4' in an effort to reduce the overall height of the building.

If we were to use Gable roofs, then we could extend an additional 5', to a total of 40'. You will see on sheet "A005 Heights Exhibit" we have demonstrated that shed roofs are better for this design in terms of keeping the entire building low for occupant and community benefit. We could use the same floor plan with Gable roofs and not need to ask for a variance, but this would yield a significantly taller perceived mass.



TOPOGRAPHIC SURVEY
UNIT 2, THE CORTINA LAND CONDOMINIUMS



SAN JUAN SURVEYING
SURVEYING * PLANNING
102 SOCIETY DRIVE TELLURIDE, CO. 81435
(970) 728 - 1128 (970) 728 - 9201 fax
office@sanjuansurveying.net

DATE:	01/03/2024
JOB:	04028
DRAWN BY:	AHM
CHECKED BY:	CRK
REVISION	
DATES:	
SHEET:	1 OF 1



120 CORTINA RESIDENCE

120 Cortina Drive
Mountain Village, CO 81435

NOT FOR
CONSTRUCTION

ID	ISSUE	DATE
01	HOA / SD	02.16.2024
02	TOMV Prelim.	04.08.2024
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PRINTED 4/25/24

SHEET TITLE

PHOTOS

A002



120 Cortina Drive
Mountain Village, CO 81435

ISSUE	DATE
1 HOA / SD	02.16.2024
2 TOMV Prelim.	04.08.2024
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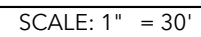
SHEET TITLE

SITE PLAN

A003



3



MAX LOT COVERAGE = 40%

SITE AREA = 12244 SF
IMPERVIOUS AREA = 4857 SF
LOT COVERAGE = 39.7%

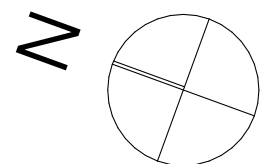
1. GREY BACKGROUND DENOTES EXISTING SURVEY.
2. SEE CIVIL AND LANDSCAPE FOR RESPECTIVE SCOPE(S). ARCHITECTURAL SITE PLAN IS FOR CONTEXT ONLY.

GARAGE - T.O. CONC. (F.F.)	= 103'-8 1/4"	(SITE = 9810'-8 1/4")
MAIN LEVEL - T.O.PLY.	= 100'-0"	(SITE = 9807'-0")
LOWER LEVEL - T.O. CONC.	= 86'-0"	(SITE = 9793'-0")



SCALE: 1" = 10'

1



120 CORTINA RESIDENCE

120 Cortina Drive
Mountain Village, CO 81435

NOT FOR
CONSTRUCTION

ID	ISSUE	DATE
01	HOA / SD	02.16.2024
02	TOMV Prelim.	04.08.2024
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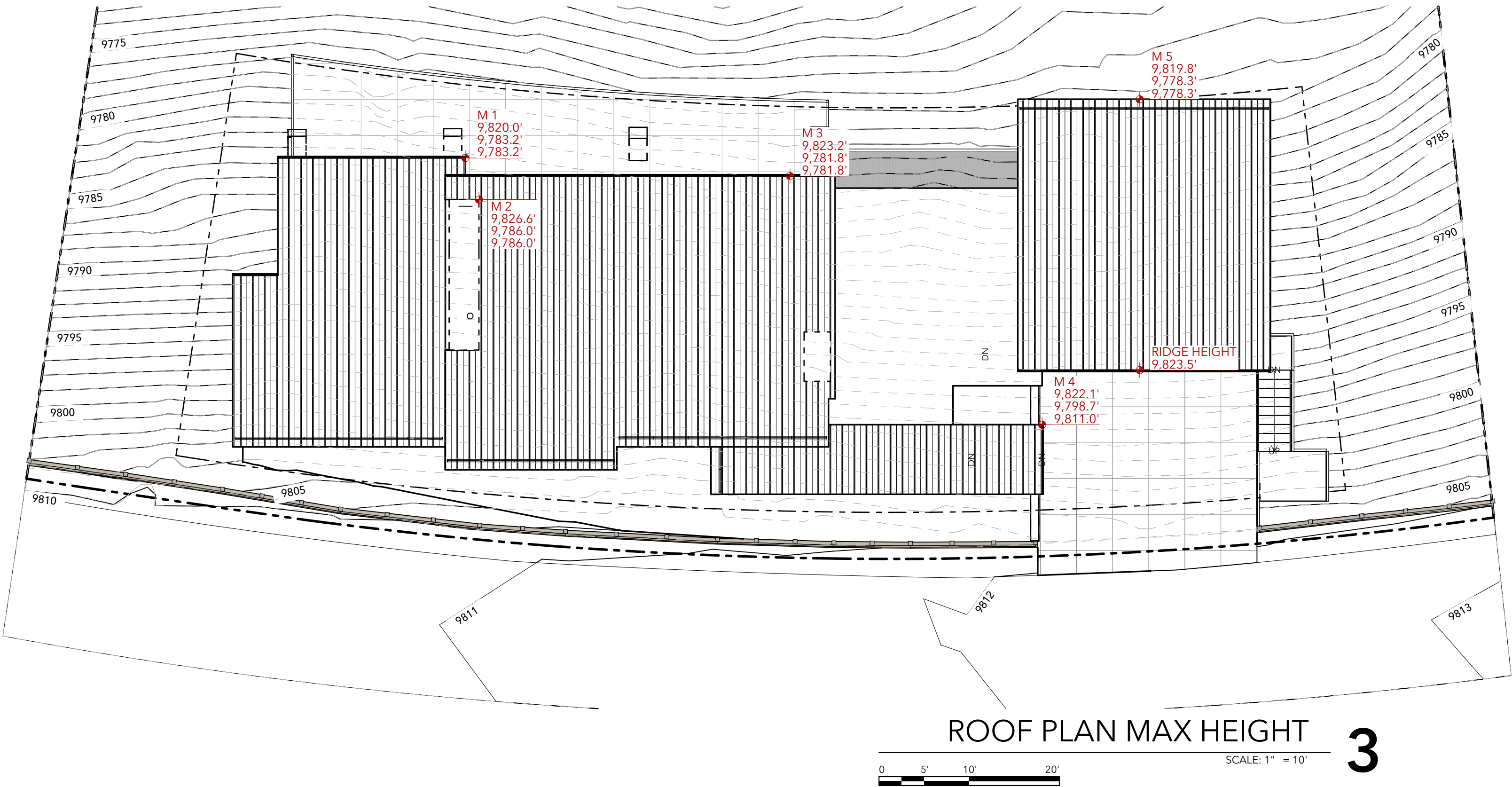
HEIGHTS PLANS

A005

Cortina 2 - Wall Areas + Heights - Max Height

4

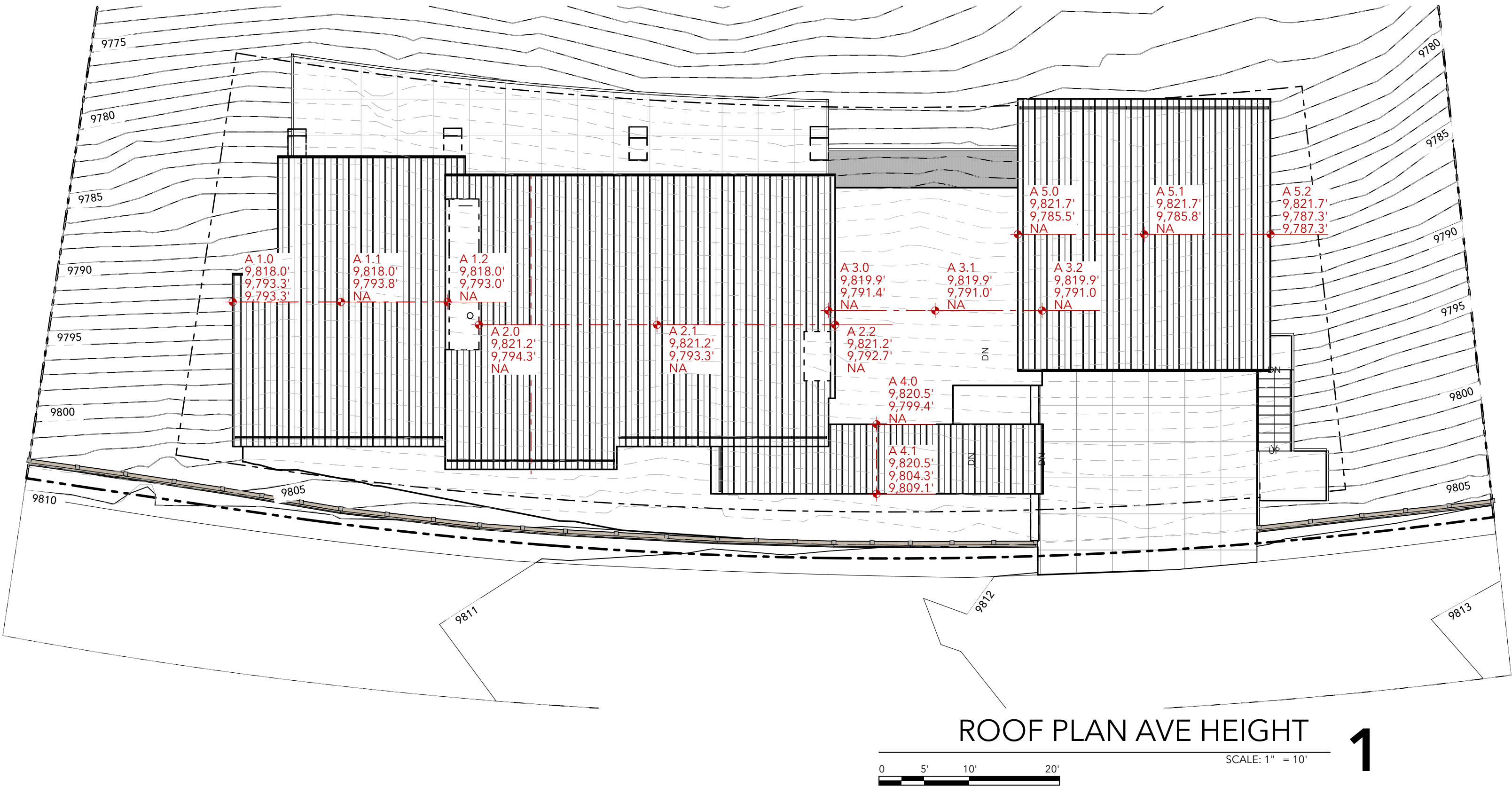
Roof Point	Roof Point Elevation	Natural Grade Below	Roof Height Above Natural Grade	Proposed Grade Below	Roof Height Above Proposed Grade
M 1	9820.0	9783.2	36.8	9783.2	36.8
M 2	9826.6	9786.9	39.7	9786.0	40.6
M 3	9823.2	9781.8	41.4	9781.8	41.4
M 4	9822.1	9798.7	23.4	9811.0	11.1
M 5	9819.8	9778.3	41.5	9778.3	41.5



Cortina 2 - Wall Areas + Heights - Ave Height

2

Roof Point	Roof Mid Point Elevation	Natural Grade Below	Proposed Grade Below	NG = Natural Grade PG = Proposed Grade	Roof Height Above Most Restrictive Grade
A 1.0	9818.0	9793.3	9793.3	NG	24.7
A 1.1	9818.0	9793.8	NA	NG	24.2
A1.2	9818.0	9793.0	NA	NG	25.0
A 2.0	9821.2	9794.3	NA	NG	26.9
A 2.1	9821.2	9793.3	NA	NG	27.9
A 2.2	9821.2	9792.7	NA	NG	28.5
A 3.0	9819.9	9791.4	NA	NG	28.5
A 3.1	9819.9	9791.0	NA	NG	28.9
A 3.2	9819.9	9791.0	NA	NG	28.9
A 4.0	9820.5	9799.4	NA	NG	21.1
A 4.1	9820.5	9805.2	9809.1	NG	15.3
A 5.0	9821.7	9785.5	NA	NG	36.2
A 5.1	9821.7	9785.8	NA	NG	35.9
A 5.2	9821.7	9787.3	9787.3	NG	34.4
AVERAGE HEIGHT					27.6



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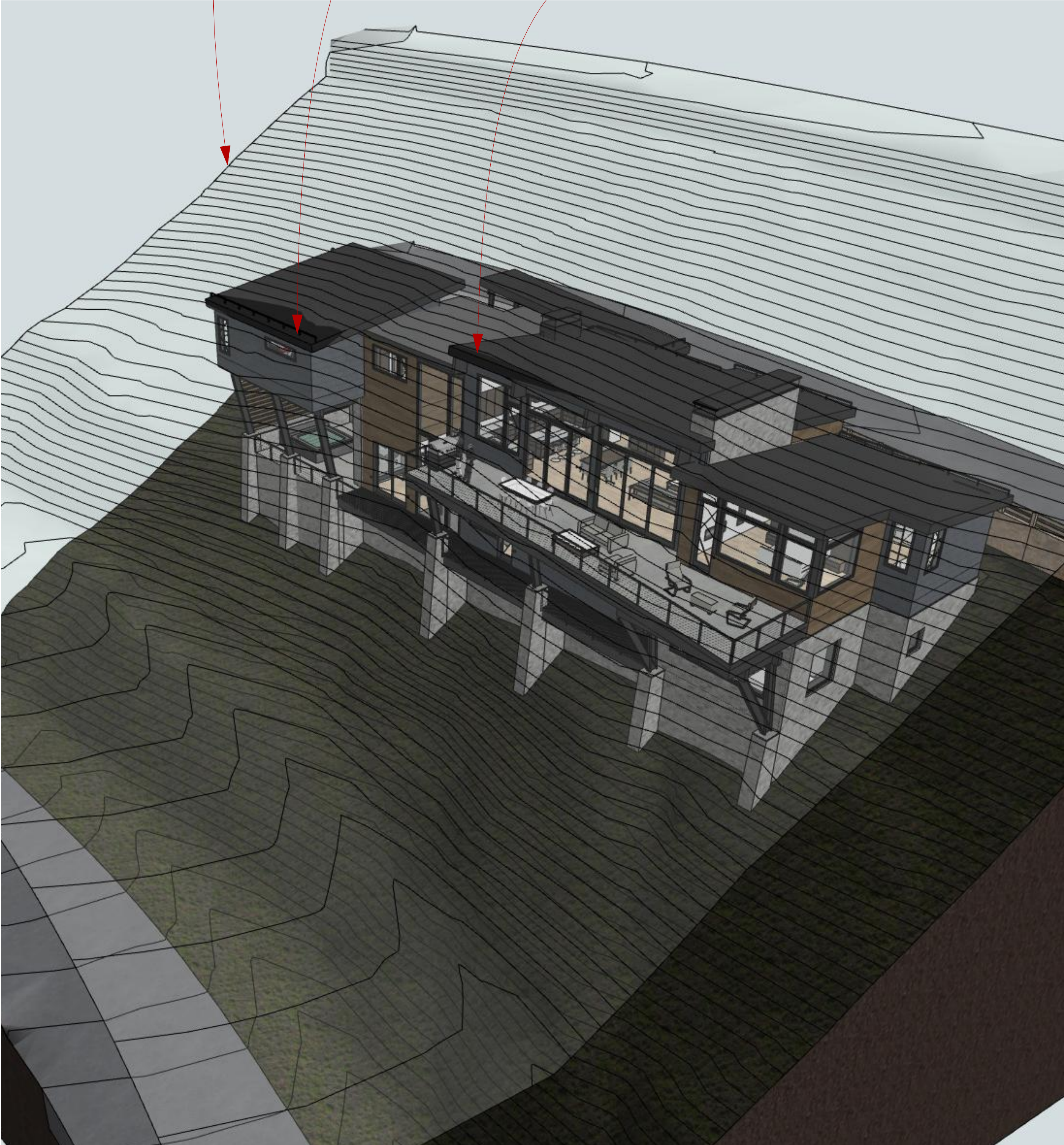
HEIGHTS EXHIBIT

A006

40' Existing Grade Offset - Per HOA code 17.3.11. The height limit for non-gable roof is 35'. An extra 5' is allowed for the ridge of gable or similar pitched roof for a total of 40'. The design of this home uses shed roofs as this minimizes the overall mass of the building which allows the occupant to shield the neighbors and capitalize on the big views!

roof at Garage is approximately **41.5'** above existing grade and will require a variance. Driveway slope and building envelope are the primary constraints dictating the height of the Garage floor. An 8' ceiling at the low end (East) of the Garage has been specified to minimize the overall height of the building. This element cannot be lowered any more with this plan configuration.

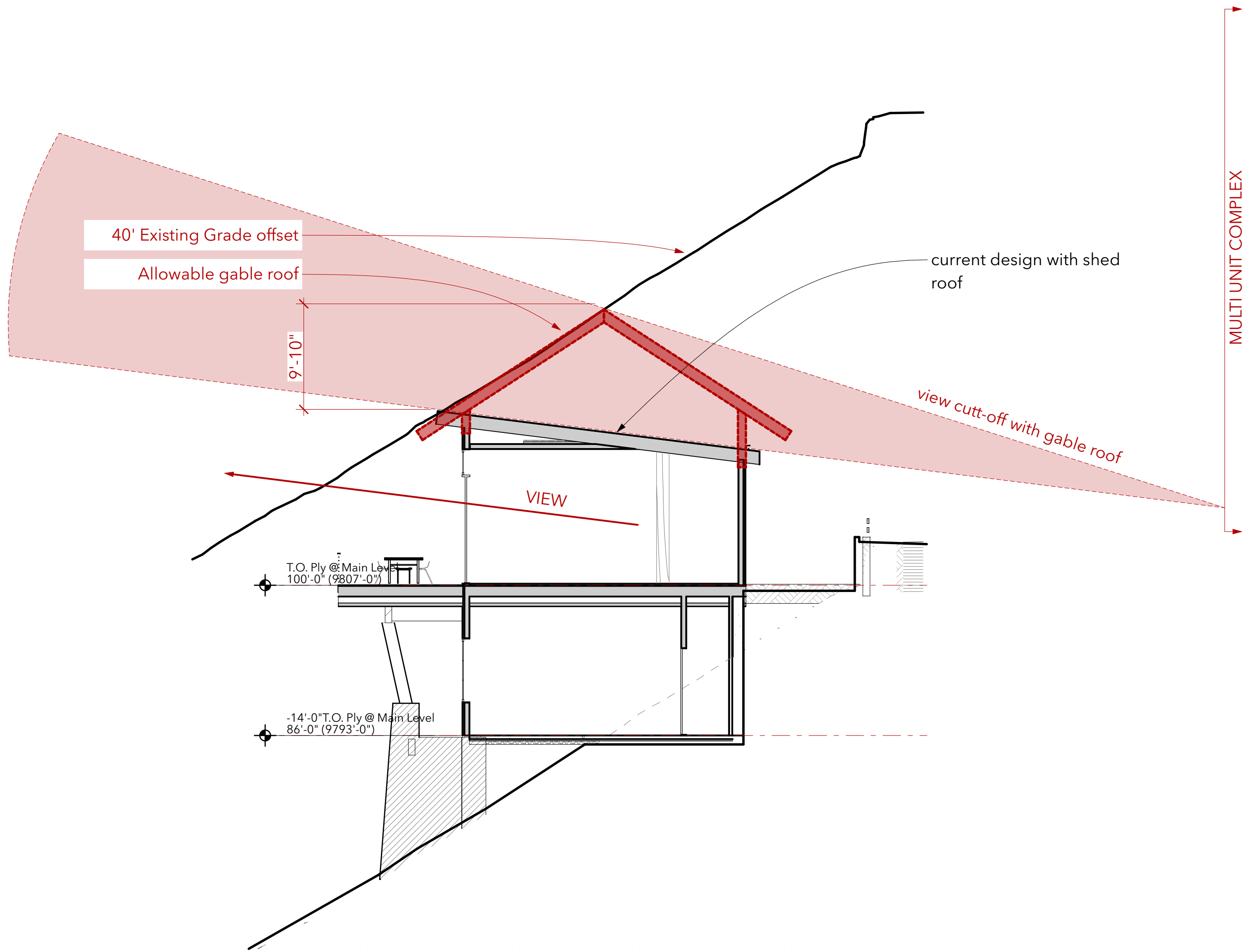
roof at Living/Dining is approximately **41'** above existing grade and will be within the variance, if granted.



3D Zoning SOUTH

SCALE: 1:50.01

1



ZONING - South Section @ Dining



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

2



3D Zoning Southeast

SCALE: 1:74.54

3

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SHEET TITLE

3D VIEWS

A703



SW 3D **1**



NW 3D **2**



NE 3D **3**

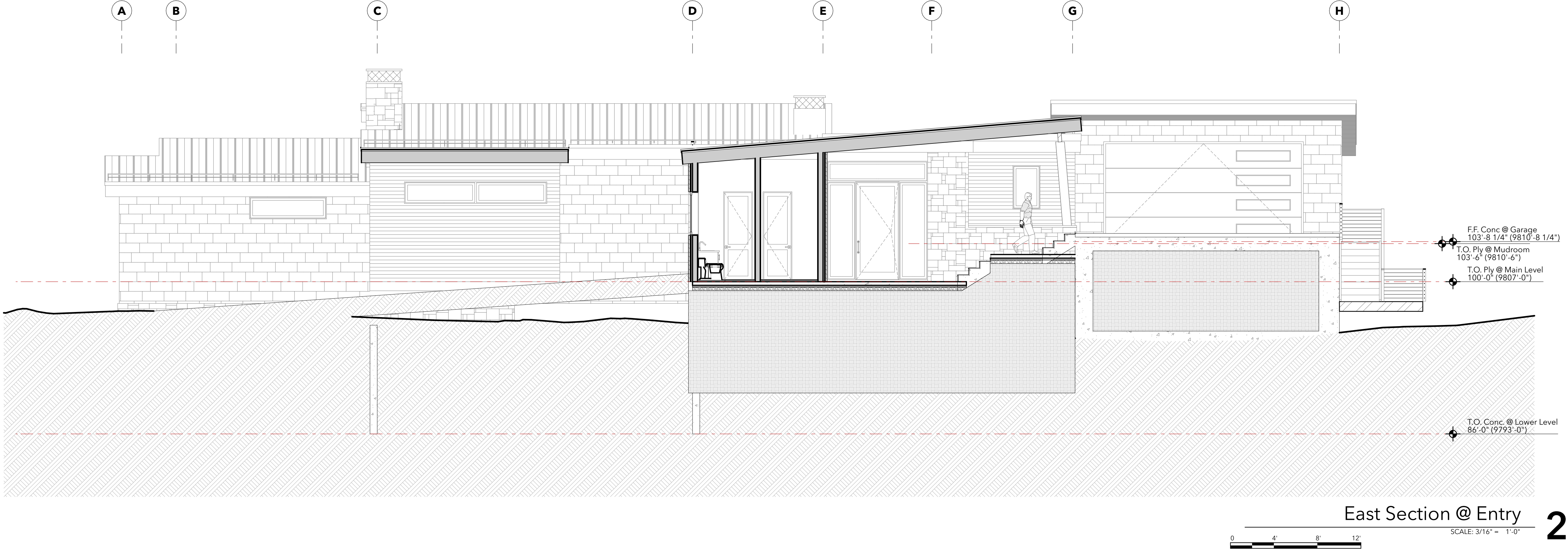


SE 3D **4**

3D RENDERING NOTES
Shown for context and character only, RE: Plans, Elevations, Sections, Assemblies and Details for further information.

GENERAL NOTES

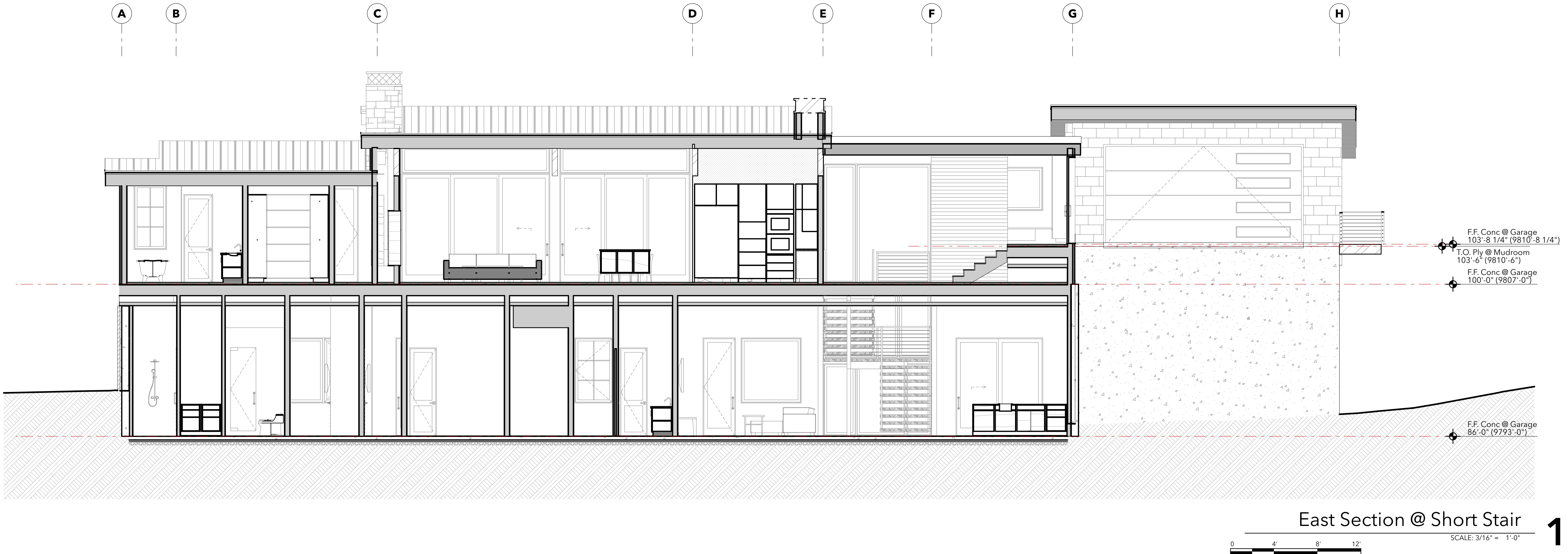
1) [W1]—INDICATES WALL ASSEMBLY,
SEE WALL ASSEMBLIES ON A601



East Section @ Entry

SCALE: 3/16" = 1'-0"

2



East Section @ Short Stair

SCALE: 3/16" = 1'-0"

1

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SHEET TITLE

BUILDING SECTIONS

120 CORTINA RESIDENCE

120 Cortina Drive
Mountain Village, CO 81435

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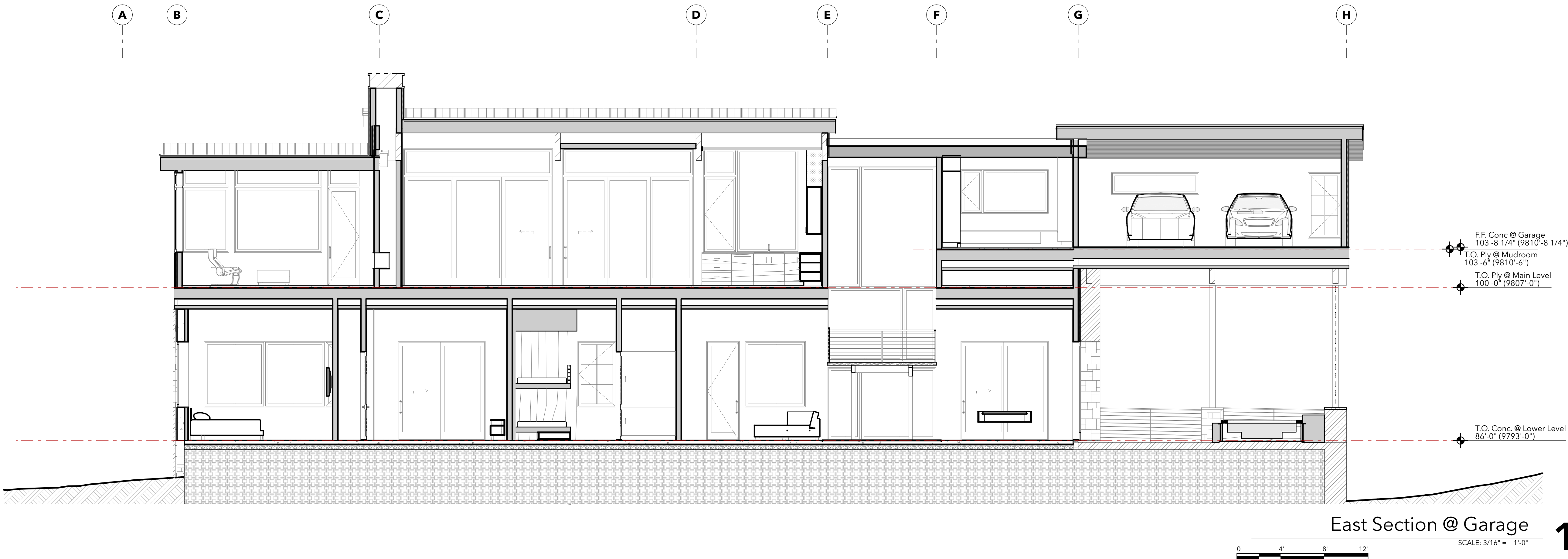
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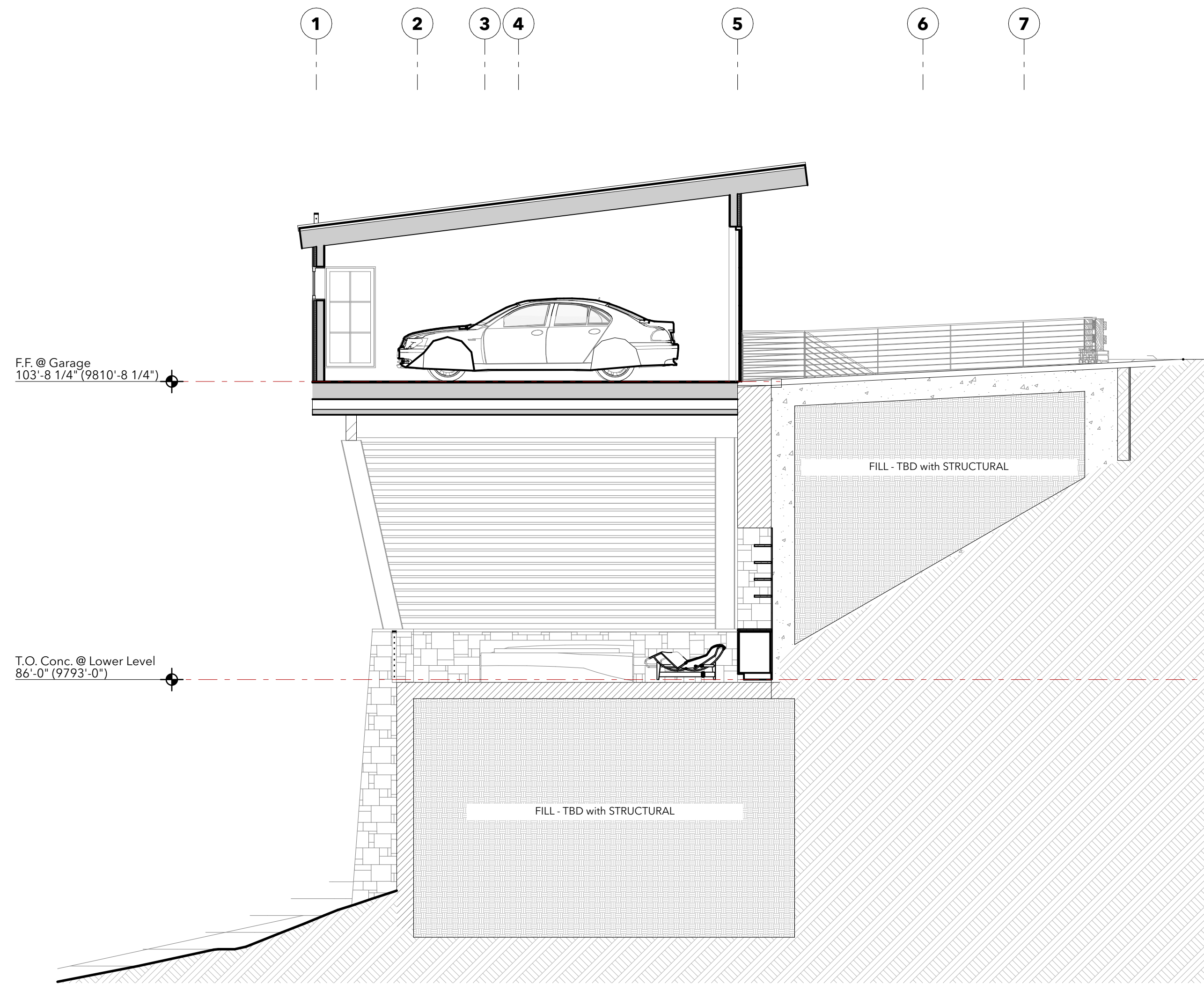
SHEET TITLE

BUILDING SECTIONS

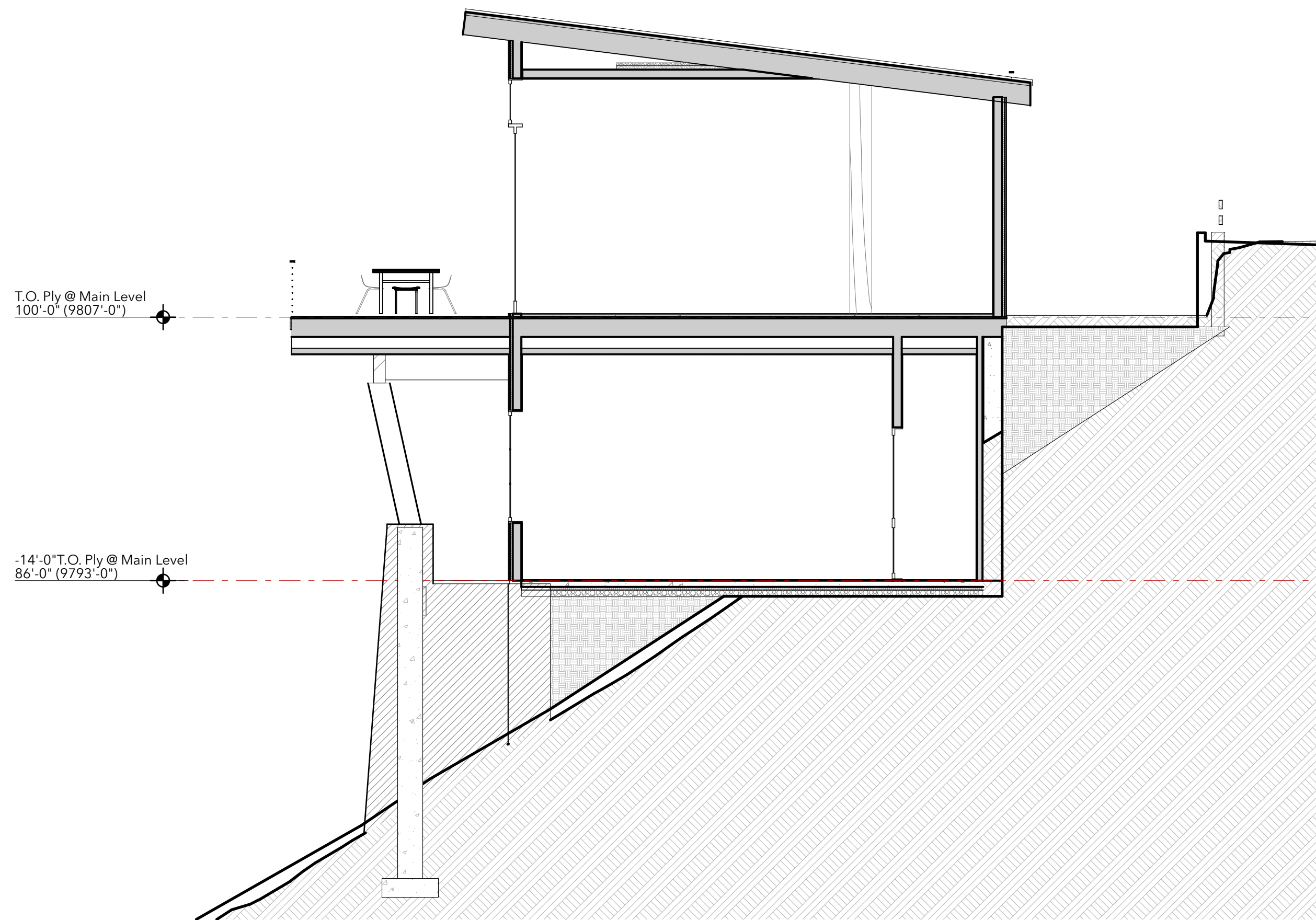
A802



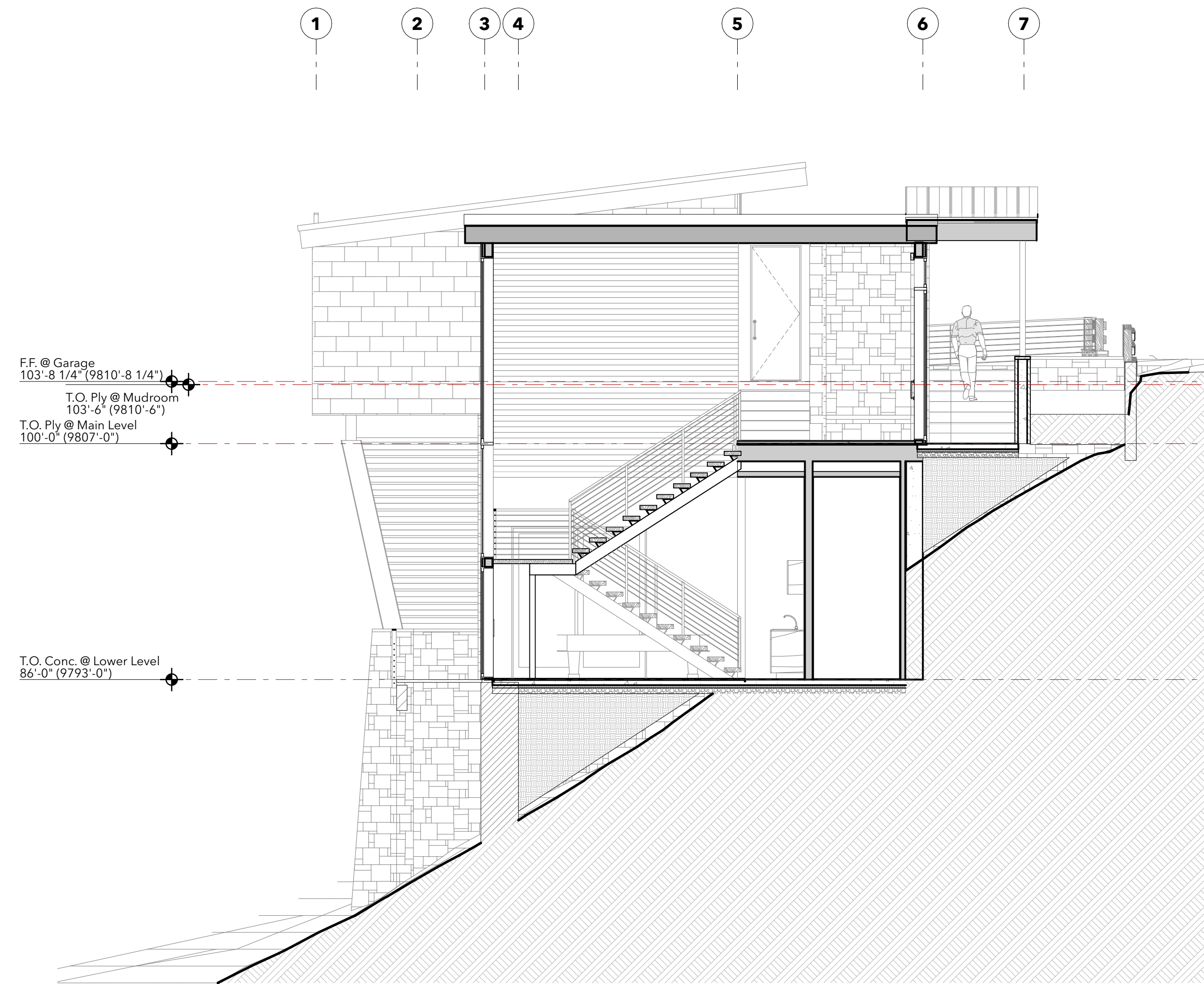
Cortina 2, BIMcloud: ladesignworks - BIMcloud Software as a Service/Cortina 2



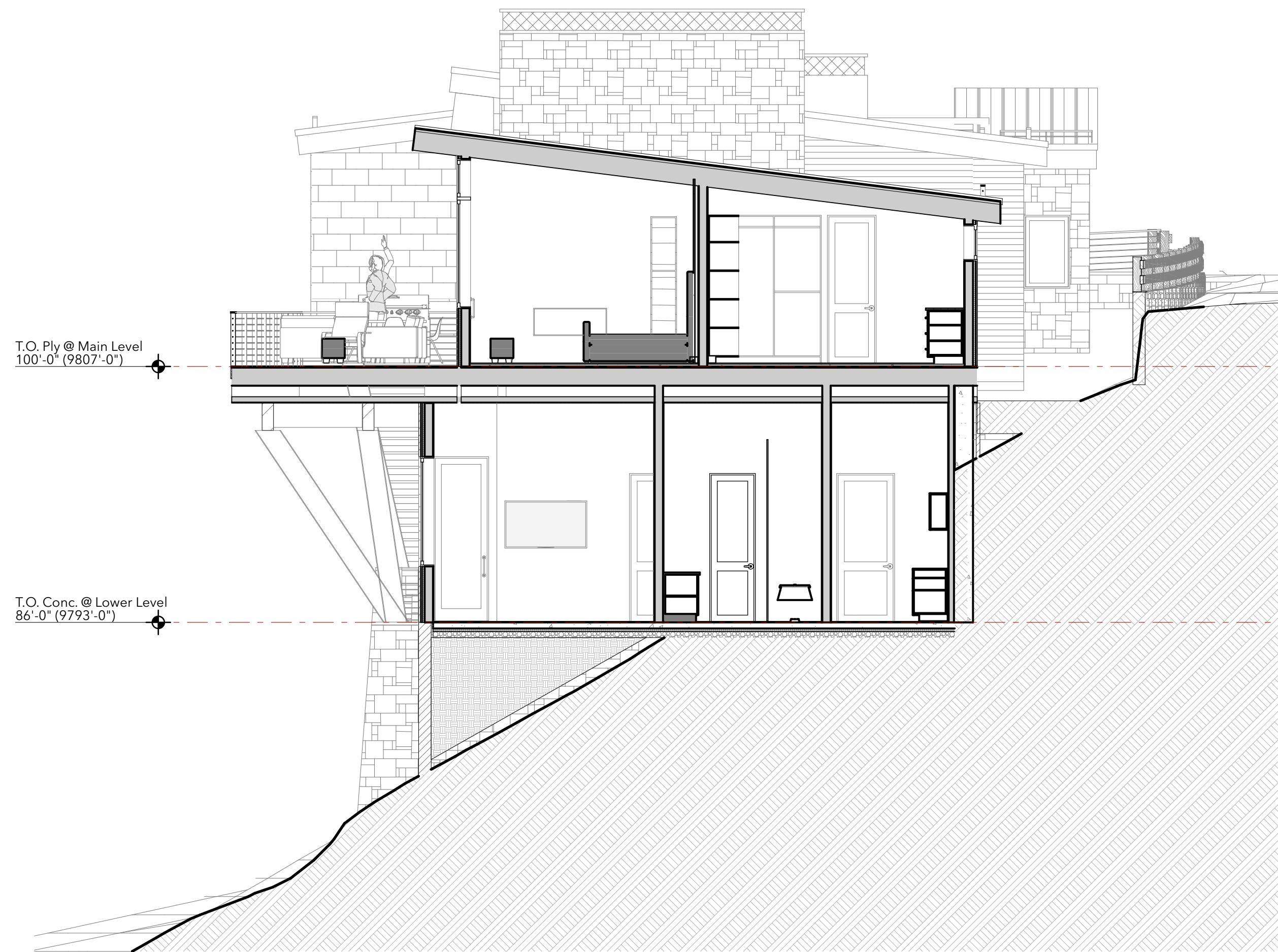
South Section @ Garage 4



South Section @ Dining 2



South Section @ Stair 3



South Section @ Bed 1 1



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SHEET TITLE

BUILDING SECTIONS

A803



**PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

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

Agenda Item No. 15

TO: Mountain Village Town Council

FROM: Amy Ward, Community Development Director

FOR: Meeting of June 20, 2024

DATE: June 12, 2024

RE: Second Reading and Public Hearing, Consideration of an Ordinance regarding Community Development Code Amendments of CDC Section 17.6.1 Environmental Regulations and 17.8.1 Definitions, regarding fire mitigation

BACKGROUND

Changes requested by Council at the 1st reading on May 16, 2024 have been incorporated. Additionally, after discussions with applicants who are currently going through design review process and spent significant resources developing plans that represent the current regulations in the CDC, the effective date of the Ordinance needed to be clarified. By Ordinance the new regulations will become effective on January 1, 2025 so that any applications that are currently under design review should be finalized by that time.

ATTACHMENT

- Exhibit 1 – Proposed Ordinance
 - Exhibit A - Proposed Redline CDC Amendment. Deletions are shown in ~~strike through~~ and additions are shown in **bold and underlined**. Changed sections since first reading are **highlighted in yellow**.

Proposed Changes Since 1st Reading:

17.6.1.A.2 Fire Mitigation and Forestry Management

b. The metric at which an addition project's valuations require fire mitigation has been increased from \$50,000 to \$500,000.

c. The metric at which a landscaping project's valuations require fire mitigation has been increased from \$50,000 to \$100,000. Where decks, patios, walkways and water features were previously included in the valuation, these items are now specifically excluded. Non- flammable was added to decks, and hardscaping was added as an excluded landscaping element.

17.6.1.A.3 General Standards

d.iii. Adds "Traditional window flower boxes (above grade) are allowed and not specifically required to be irrigated," to allow for traditional above grade flower boxes.

STAFF RECOMMENDATION

Staff recommends the Town Council approve the proposed Ordinance

PROPOSED MOTION

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

"I move to approve the second reading of an Ordinance regarding the proposed changes to the Community Development Code sections 17.6.1 Environmental Regulations and 17.8.1 Definitions as attached hereto as exhibit A."

/aw

Exhibit 1

ORDINANCE NO. 2024-__

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

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

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

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

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

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

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

Section 2. Amendment. The Town Council hereby amends Section 17.6.1 and Section 17.8.1 of the Code as set forth in Exhibit A, attached hereto and incorporated by reference herein. These amendments shall take effect on January 1, 2025, and until that time both the existing provisions and the new provisions shall be included in the online version of the Code with appropriate notations as to the effective date of the changes.

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

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

Section 6. Safety Clause. The Town Council hereby finds, determines, and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety, and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The

Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 7. Effective Date. This Ordinance shall become effective 30 days after publication following second reading 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; provided, however, the amendments themselves shall take effect on January 1, 2025 as set forth in Exhibit A.

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

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

INTRODUCED, READ, AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 16th day of May, 2024.

TOWN OF MOUNTAIN VILLAGE:

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

By: _____
Martinique Prohaska, Mayor

ATTEST:

Susan Johnston, Town Clerk

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

TOWN OF MOUNTAIN VILLAGE:

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

By: _____
Martinique Prohaska, Mayor

ATTEST:

Susan Johnston, Town Clerk

Approved as to Form:

David McConaughy, Town Attorney

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

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

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

3. After the Council's approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on _____, 2024 in accordance with Section 5.2(d) of the Town of Mountain Village Home Rule Charter.
4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on _____, 2024. At the public hearing, the Ordinance was considered, read by title, and approved with amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

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

5. The Ordinance has been republished as required by the Charter on _____, 2024, signed by the Mayor, sealed with the Town seal, attested by me as Town Clerk, and duly numbered and recorded in the official records of the Town.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this ____ day of _____, 2024.

Susan Johnston, Town Clerk
(SEAL)

Exhibit A

17.6.1 Environmental Regulations.

A. *Fire Mitigation and Forestry Management.*

1. *Purpose and Intent.* The Town's forests are the predominant, important ecosystem in the Town while also providing the naturally treed landscape context for development and scenery for residents and guests visiting the area. The purpose and intent of the Fire Mitigation and Forestry Management Regulations is to foster and maintain a healthy forest ecosystem and landscape while also protecting buildings from wildfire. These regulations are also intended to promote and maintain forest health, vitality, and diversity for generations to come.

2. *Applicability.* The following types of development shall create and implement a wildfire mitigation plan in accordance with this section:

a. All new building construction that will create a habitable space, including but not limited to commercial buildings that are occupied by employees or guests on a regular basis:

b. Additions that increase a building's habitable floor area or number of stories that have a valuation of ~~fifty~~ **five hundred** thousand dollars (\$~~500~~**500**,000) or greater; or

c. Any alteration of the landscaping of a lot that has a valuation of ~~fifty~~ **one hundred** thousand dollars (~~\$500~~**\$100**,000) or more, **with the exception of** the addition of **non-flammable** decks, patios, walkways, **hardscaping** and water features.

3. *General Standards.*

a. No tree greater than four (4) inches dbh may be removed or altered without a written permit from the Forestry Division. The Forestry Division shall receive all Forestry permit submittal documents electronically, preferably in pdf format or other electronic plans and submitted through the Town permitting website set forth by the Town Forester. When the Town Forester issues a permit, the permit shall be issued electronically to the permit applicant. No work shall be performed until such permit has been issued.

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

ii. Forester Appointment. The Forester shall be appointed by the Community Development Director or its designee in consultation and with the consent of the Town Manager and consultation with the Human Resources Director.

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

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

iv. Forester Roles and Responsibilities.

1. Duties and Powers of the Forester. The forester is hereby authorized to:

a. Enforce the provisions of the CDC and Forestry Regulations.

b. Render interpretation of the Forestry Regulations. Render major interpretations of these codes after consultation with the Planning and Development Services Director and the Town Attorney.

c. Adopt policies and procedures to clarify the application of the codes and Forestry provisions.

i. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of the codes.

ii. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in the adopted codes.

d. Require that hazardous conditions in violation of the codes be corrected when the Forester has found that conditions are hazardous to life or property.

~~a.~~ b. All new development that must prepare a wildfire mitigation plan as required above shall submit the following plans and information on one (1) plan sheet as a part of the required Design Review Process development application:

i. Tree survey prepared by a Colorado licensed surveyor that shows all live trees that have a caliper of four inches (4") or greater – diameter at breast height ("dbh") – within Zones 1, 2, **and 3** as defined below. The requirement of a tree survey will be waived for existing development that voluntarily creates a defensible space plan.

- ii. Proposed wildfire mitigation plan based on the requirements of this section that shows all trees to be removed that have four inches (4") or greater dbh.
 - iii. Proposed landscape plan prepared by a qualified professional pursuant to the Design Regulations.
 - iv. Existing and finished grades in two-foot contours with such grading based on a survey prepared by a Colorado licensed surveyor.
 - v. Proposed site plan and associated improvements; and
 - vi. Lot lines and dimensions.
- ~~b.~~ c. Prior to submitting a development application pursuant to these Fire Mitigation and Forestry Management Regulations, an applicant shall schedule a pre-application meeting with Community Development Department staff to develop the wildfire mitigation plan. Staff may require an inspection of the lot affected by the application to assess forest health.
- ~~c.~~ d. Town staff shall review and approve all wildfire mitigation plans to ensure they meet the requirements of this section.
- i. Town staff shall reserve the right to augment or waive the requirements of this section if it is deemed impractical or impossible to implement a wildfire mitigation plan on a particular lot due to lot size, steepness of grade, erosion concerns and proximity to wetlands or negative impact to surrounding properties.
- ~~d.~~ e. The following requirements, **based on standards set by the Colorado State Forest Service Home Ignition Zone (2012) and National Wildfire Coordinating Group wildfire mitigation standards (2023)**, shall be followed in creating the required wildfire mitigation plan:
- i. ~~Zone 1 is the area that consists of fifteen feet (15") around the building as measured from the outside edge of the building's dripline, including decks, planters or patios attached to the building. The following provisions shall apply in Zone 1:~~
Zone 1 (0 to 5 feet) is the area that consists of five feet (5') from the edge of the building as measured from the outside edge of the building, including

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

(a) All slash, **other woody debris**, and flammable vegetation as identified by staff shall be removed from Zone 1.

(b) All ~~trees and shrubs~~ **vegetation including sod, tall grasses, shrubs, and trees** located within Zone 1 shall be removed.

(c) No trees or shrubs shall be planted directly adjacent to or underneath windows, decks, or vents.

⇨ d) The following exceptions apply to Zone 1:

(i) ~~A tree or shrub may remain within Zone 1 provided the defensible space distance is measured commencing from the vegetation's drip edge rather than from the building plane (so the tree is considered part of or an extension of the structure), and provided the distance is not limited by a lot line. A shrub, but no trees may remain within Zone 1 in a planter provided the defensible space distance is measured commencing from the vegetation's drip edge rather than from the building plane (so the plant is considered part of or an extension of the structure), and provided the distance is not limited by a lot line and provided a minimum of 15 feet of space outside this area (considered to be part of or an extension of the structure) is maintained tree and shrub free as measured from the outside edge of the tree or shrub at mature size.~~

(ii) ~~Flammable vegetation shall be allowed in planters attached to the building so long as the planter is within ten feet (10') of a building, and vegetation is not planted directly beneath windows or next to foundation vents. Firewise vegetation (shrubs and non-woody vegetation) shall be~~

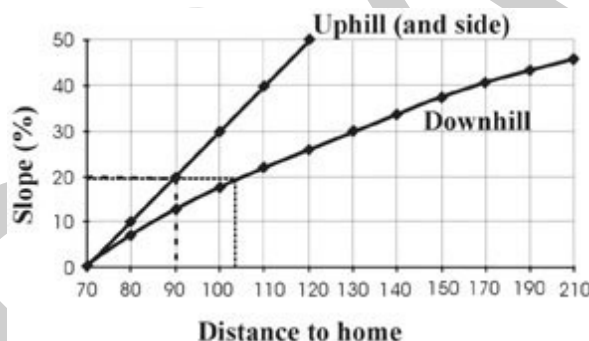
allowed in planters attached to the building so long as the planter is within ten feet (10') of a building, the planter contains non-flammable mulch, the planter is permanently irrigated, the planter has a 5 foot vegetation free zone to the outside of the planter, and vegetation is not planted directly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

(iii) Traditional window flower boxes (above grade) are allowed and not specifically required to be irrigated.

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

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

Figure 6-1. Fire Mitigation Zones



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

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

~~(iii) (i). Dominant and codominant live trees with a dbh of four inches (4") or greater shall be spaced with a ten-foot (10') crown-to-crown separation. All~~

~~ladder fuels and slash shall be removed from the ten foot (10') crown-to-crown separation area.~~ **Grasses and other non-woody vegetation shall be kept mowed to a height of four inches (4") or less and accumulations of surface fuels, such as logs, branches, slash, and mulch shall be avoided.**

(ii). Dominant and codominant live trees with a dbh of four inches (4") or greater and shrubs shall be installed or thinned so they will produce a 15 foot (15') space between the edge of the crown to the drip edge of the home at maturity and have a ten foot (10') crown-to-crown separation distance at maturity throughout the rest of Zone 2. All ladder fuels and slash shall be removed from in between the crown-to-crown separation areas. Measurements shall be from the outermost branch of one tree or shrub to the nearest branch on the next tree or shrub (mature size) or to the drip edge of the building.

(iii). All ladder fuels (sapling conifers, evergreen shrubs, or woody debris) must be removed under remaining trees.

~~(v)~~ (iv) All stressed, diseased, dead, or dying trees and shrubs, as identified by staff, shall be removed except for standing dead trees that staff indicates need to be maintained since standing dead trees provide important wildlife habitat.

(v) Shrubs over five feet (5') tall shall have an average spacing of ten feet (10') from shrub-to-shrub **and fifteen feet (15') from the building.**

(vi). The above specified distances are minimums and distance requirements may be increased by staff to reduce potential fire behavior, particularly on steep slopes.

(b) The following exceptions apply to Zone 2:

(i) ~~Groupings of trees or shrubs may be allowed provided that all of the crowns in such group of trees or the edge of the shrubs are spaced ten feet (10') from crown-to-crown or from edge of shrub to any trees or shrubs outside of such grouping.~~ **Small groupings of trees or shrubs (2 - 5 trees and shrubs) may be allowed provided that 30 feet (30') of space**

is maintained in between tree groups. All the crowns of trees or the edge of the shrubs within the tree groupings must be spaced a minimum of 15 feet (15' away from the drip edge of the building(s) and provide fifteen feet of space to the edge of the crowns of adjacent trees and shrubs at maturity or 30 feet if adjacent to another grouping of trees or shrubs.

(ii) Aspens, narrowleaf cottonwoods, willows and other trees and shrubs listed in CSU Cooperative Extension Publication 6.305, Firewise Plant Materials as amended from time to time, may be spaced closer than the ten-foot (10') crown-to-crown separation as approved by staff.

(iii) Closer spacing of any trees may be allowed by staff upon a determination that the required ten-foot (10') crown-to-crown spacing would put the remaining trees at undue risk of wind-throw or snow breakage.

(iv) Tree removal for the creation of defensible space, if such tree removal is determined to be impractical by the Town due to steep slopes, wetland or other environmental constraints, and other mitigation is provided.

(c) Trees remaining within Zone 2 shall have branches pruned to a height of ten feet (10'), but notwithstanding said height requirement, branches need not be pruned to more than one-third (1/3) of the tree height with the following exceptions:

(i) Aspen trees; and

(ii) Isolated spruce and fir trees if a minimum of 15' of space around them is maintained.

(d) In the event that Zone 1 or 2 extends upon the general easement, the review authority shall allow the removal of trees to implement the wildfire mitigation plan.

(e) Chipped wood and small timber may be spread throughout Zone 3 provided the wood chips have a maximum depth of two to three inches (2" –

3") and small timber has a diameter of three inches (3") or less and is cut up into lengths that are three feet (3') or less.

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

(a) For lots greater than five (5) acres in size, the Town shall only require that Zone 3 be implemented for a maximum distance of 200 feet from the outside edge of Zone 3. A lot owner may propose to implement Zone 3 for all of the lot.

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

e. Firewood may only be stored on a lot that has a solid fuel burning device permit issued by the Town that meets the following limitations:

- i. Indoor storage can only occur within an enclosed room that is a part of the primary structure on the lot.
- ii. Outdoor storage shall only occur in the rear yard.
- iii. **Up to ten (10) cubic feet of outdoor firewood storage may be located in Zone 1 or Zone 2.** Outdoor firewood storage shall have a minimum thirty-foot (30') distance from the structure.
- ~~iv.~~ iv. Outdoor firewood storage shall be screened from view from surrounding lots.
- f. Prior to the issuance of any certificate of occupancy or certificate of completion, staff shall inspect the lot affected by the fire mitigation plan to ensure that such plan has been implemented in accordance with the approved wildfire mitigation plan.
- g. The wildfire mitigation plan shall be maintained by the lot owner as required by this section.

4. *Tree Preservation and Removal Policy.*

- a. Subject to review and approval by the review authority trees shall only be removed from a lot for:
 - i. Approved development as permitted by the CDC;
 - ii. Approved fire mitigation;
 - iii. Approved forest management;
 - iv. View corridors from windows provided the removal of such trees is minimized;
 - v. Utilities provided it is not practical for the utilities to follow the driveway or other corridors where trees are being removed as allowed by this section;
 - vi. Renewable energy systems provided it is not possible to locate such on the buildings allowed on the lot, or within areas where trees are already being removed as allowed by this section;
 - vii. Ski area access as may be permitted by the review authority;
 - viii. Potential damage to a structure or other constructed improvement on a lot, such as a utility line or utility meter, tramway or snowmaking equipment; and/or

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

i. All dead or live trees with a dbh of four inches (4") or greater that are to be saved that may be affected by construction shall be protected by placing and maintaining fencing at the tree's dripline **or Critical Root Zone (CRZ).**

(a) The Building Regulations' required construction mitigation plan shall show the location of all required fencing to protect trees in close proximity to grading or other construction activity.

ii. Developers shall use extreme care during grading and excavation to avoid damage or removal of existing trees and shrubs to be retained on a project site and to preserve their root structures.

(a) No vehicles shall be parked within the dripline of a tree or shrub to be retained.

(b) No accessway shall be constructed within the driplines of tree to be retained.

(c) No grading shall occur on a site until approved fencing is placed at the dripline of trees and shrubs to be retained on the project site.

(d) All trees to be retained shall be clearly marked on the project site to ensure such trees are not removed.

(e) Timber and slash generated during development shall be removed from the site within thirty (30) days of cutting. No burning of wood or any other material is permitted.

5. Tree **Alteration or** Removal Violation and Penalties.

a. In addition to the violations and penalties as established in Chapter 1, each tree removed or materially altered in violation of this section shall constitute a separate violation of the CDC and shall be subject to a fine of no less than five thousand dollars (\$5,000) per tree.

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

(ii) Any damage to trees including but not limited to trunk wounding, tearing or cutting of roots, and compaction, backfill, or excavation within the dripline or CRZ is a finable alteration.

b. Any party that violates any provision of this section as well as the owner or lessee of the lot on which the violation has occurred shall be subject to the penalties imposed pursuant to the CDC.

17.8.1 Definitions

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

DRAFT



**COMMUNITY DEVELOPMENT
DEPARTMENT**

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

Agenda Item #16

TO: Mountain Village Town Council
FROM: Amy Ward, Community Development Director
FOR: June 20, 2024
DATE: June 14, 2024
RE: Update on Village Court Bus Stop

Attachments:

- VCA Bus stop plan set

STAFF UPDATE

Final bus stop plans for the VCA location were approved by the Design Review Board in late May. The bus stop construction will also include roadway improvements of a bus pull out lane and sidewalk improvements that connect the VCA sidewalk to the south of the firehouse to Mountain Village Blvd. The DRB approved the plans as a template design to be used at other locations in the future with a staff level review. Although the original plan was to construct the bus stop prior to the start of the school year, due to the availability of the CDOT grant funds (\$250,000) we will have to delay the start of construction until September. Final construction drawings are currently being produced and the RFP process will start in late July. Staff is also working with the fire district to coordinate the construction of a carport for fire district equipment adjacent to the bus stop location.

/aw

BUS STOP & SHELTER (VCA)

MOUNTAIN VILLAGE BLVD.
TOWN OF MOUNTAIN VILLAGE

PRICING SET

MAY 31, 2024



SYMBOL LEGEND			
SECTION	DRAWING NO. (TYP)	MATCH LINE	---
	SHEET NO. (TYP)		
DETAIL (PLAN)	1 A.1.001	SPOT ELEVATION	
DETAIL	1 A.6.001	DRAWING REVISION	
EXTERIOR ELEVATION	1 A.3.001	INTERIOR ELEVATION	
ROOM NAME & NUMBER	LIVING 100	WINDOW MARK	
DOOR MARK	0101	ASSEMBLY MARK	

PROJECT DIRECTORY

OWNER

TOWN OF MOUNTAIN VILLAGE
MOUNTAIN VILLAGE,, CO 81435
CONTACT: AMY WARD
(970) 369-8248
AWARD@MTNVILLAGE.ORG

CONTRACTOR

TBD
TBD
CONTACT: TBD
TBD
TBD

ARCHITECT

© 2024 KEOstudioworks, INC.
PO BOX 3634, TAOS,, NM 87571
CONTACT: JIM KEHOE
(970) 319-1229
JIM@KEOSTUDIOWORKS.COM

SURVEYOR

BULSON SURVEYING
166 ALEXANDER OVERLOOK, TELLURIDE, CO 81435
CONTACT: TBD
(970) 318-6987
TBD

CIVIL ENGINEER

UNCOMPAGRE ENGINEERING, LLC.
P.O. BOX 3945, TELLURIDE, CO 81435
CONTACT: DAVID BALLODE
(970) 729-0683
DBALLODE@MSN.COM

STRUCTURAL ENGINEER

TELLURIDE ENGINEERING
PO BOX 4045, TELLURIDE, CO 81435
CONTACT: JACK GARDNER, P.E.
(970) 728-5440
JGARDNER.PE@GMAIL.COM

MOUNTAIN VILLAGE BUS SHELTER

MOUNTAIN VILLAGE, CO

PRICING SET DATE: 5/31/2024

PROJECT INFO

JURISDICTION: TOWN OF MOUNTAIN VILLAGE
LEGAL DESCRIPTION: LOT 1005R, LOT 160R MOUNTAIN VILLAGE CO 81435
PARCEL ID: 477903201004, 477903205001
ZONING: CIVIC, MULTI-FAMILY
CLIMATE ZONE: 6B



ABBREVIATIONS

AAD	ATTIC ACCESS DOOR	GALV	GALVANIZED	RM	ROOM
ADD	ADDENDUM	GC	GENERAL CONTRACTOR	RW	ROUGH OPENING
ADJ	ADJACENT	GL	GLASS	SAN	SANITARY
ADR	AREA OF REFUGE	GR	GRADE	SECT	SECTION
AGG	AGGREGATE	GLB	LAMINATED WOOD BEAM	SEW	SEWER
AFF	ABOVE FINISHED FLOOR	GYP	GYPSPUM	SHT	SHEET
ALT	ALTERNATE	GWB	GYPSPUM WALLBOARD	SHV	SHELVES
ARCH	ARCHITECTURAL	HDW	HARDWARE	SHL	SIMILAR
BM	BEAM	HD	HEAD	SL	SLIDING
BRG	BEARING	HVAC	HEATING, VENTILATING, AND AIR CONDITIONING	SM	SHEET METAL
BET	BETWEEN	HT	HEIGHT	STC	SOUND-TRANSMISSION CLASS
BD	BOARD	HWY	HIGHWAY	SPEC	SPECIFICATION
BS	BOTH SIDES	HOR	HORIZONTAL	SO	SQUARE
BO	BOTTOM OF	ID	INSIDE DIAMETER	STD	STANDARD
BLDG	BUILDING	INT	INTERIOR	STL	STEEL
CAB	CABINET	JT	JOINT	STRUCT	STRUCTURAL (AL)
CL	CENTERLINE	LAM	LAMINATE	SUB	SUBSTITUTE
CER	CERAMIC	LAV	LAVATORY	SUPPL	SUPPLEMENT (AL)
CLR	CLEAR	MFG	MANUFACTURER	SUSP	SUSPEND (ED)
CLOS	CLOSET	MO	MASONRY OPENING	TEL	TELEPHONE
CMU	CONCRETE MASONRY UNIT	MTL	MATERIAL	TEMP	TEMPERED
COL	COLUMN	MAX	MAXIMUM	THK	THICK
CONC	CONCRETE	MECH	MECHANICAL	THP	THICK
CJ	CONSTRUCTION JOINT	MIN	MINIMUM	T&G	TONGUE AND GROOVE
CONT	CONTINUOUS	MISC	MISCELLANEOUS	T&B	TOP AND BOTTOM
DP	DAMP-PROOFING	NIC	NOT IN CONTRACT	TO	TOP OF
DET	DETAIL	NA	NOT APPLICABLE	T	TREAD
DIA	DIAMETER	NTS	NOT TO SCALE	TS	TUBE STEEL
DW	DISHWASHER	OC	ON CENTER	TYP	TYPICAL
DN	DOWN	OPG	OPENING	UG	UNDERGROUND
DR	DRAIN	OPH	OPPOSITE HAND	U.N.O.	UNLESS NOTED OTHERWISE
DS	DOWNSPOUT	OD	OUTSIDE DIAMETER	UNFN	UNFINISHED
DRWG	DRAWING	P	PENNY (NAILS, ETC.)	UBC	UNIFORM BUILDING CODE
EA	EACH	PERF	PERFORATED (D)	USG	UNITED STATES GAGE
EL	ELEVATION	PFM	PREFINISHED SHEET METAL	VAR	VARIABLE
EQ	EQUAL	PL	PLATE	VENT	VENTILATE
EXIST	EXISTING	PLY	PLYWOOD	VERF	VERIFY IN FIELD
EJ	EXPANSION JOINT	PROD	PRODUCT	VERT	VERTICAL
EXT	EXTERIOR	PROJ	PROJECT	V	VOLTAGE
FEC	FIRE EXTINGUISHER CABINET	PROP	PROPERTY	VAT	VINYL ASBESTOS TILE
FOS	FACE OF CONCRETE	R	RADIUS OR RISER	WC	WATER CLOSET
FIN	FINISH	REF	REFER	WP	WATERPROOF
FP	FIREPROOF	REFR	REFRIGERATOR	WT	WEIGHT
FL	FLOOR	REIN	REINFORCE (D)	WIN	WINDOW
FD	FLOOR DRAIN	REQD	REQUIRED	WI	WITH (COMMON FORM)
FTG	FOOTING	RHSM	ROUND HEAD	WID	WITHOUT
FDN	FOUNDATION		SHEET METAL SCREW	WID	WOOD
GA	GUAGE				

GENERAL NOTES

- THE AIA DOCUMENT 201, "GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", 2017, ARE HEREBY MADE A PART OF THESE CONTRACT DOCUMENTS. COPIES ARE ON FILE AND ARE AVAILABLE FOR INSPECTION AT THE OFFICES OF THE ARCHITECT.
- THE CONTRACT DOCUMENTS CONSIST OF THE AGREEMENT, THE GENERAL NOTES, THE SPECIFICATIONS, AND THE DRAWINGS, WHICH ARE COOPERATIVE AND CONTINUOUS. WORK INDICATED OR REASONABLY IMPLIED IN ANY ONE OF THE DOCUMENTS SHALL BE SUPPLIED AS THOUGH FULLY COVERED IN ALL. ANY DISCREPANCY BETWEEN THE DIFFERENT PARTS SHOULD BE REPORTED TO THE ARCHITECT IMMEDIATELY.
- ALL WORK SHALL COMPLY WITH ALL STATE AND LOCAL CODES AND ORDINANCES, AND SHALL BE PERFORMED TO THE HIGHEST STANDARDS OF CRAFTSMANSHIP BY JOURNEYMEN OF THE APPROPRIATE TRADES. GENERALLY, ALL MATERIALS TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS, UNLESS OTHERWISE REGULATED OR SPECIFIED BY ARCHITECT OR GOVERNING BODIES
- THESE DOCUMENTS ARE INTENDED TO INCLUDE ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES REQUIRED TO COMPLETE ALL WORK DESCRIBED HEREIN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BRING TO THE ATTENTION OF THE ARCHITECT ANY CONDITIONS WHICH WILL NOT PERMIT CONSTRUCTION ACCORDING TO THE INTENTIONS OF THESE DOCUMENTS. IT IS THE RESPONSIBILITY OF THE ARCHITECT TO PROVIDE DETAILS AND/OR DIRECTIONS REGARDING DESIGN INTENT WHERE IT IS ALTERED BY EXISTING CONDITIONS OR WHERE NEGLECTED IN THE DOCUMENTS.
- ANY MATERIALS PROPOSED FOR SUBSTITUTION OF THOSE SPECIFIED OR CALLED OUT BY TRADE NAME IN THESE DOCUMENTS SHALL BE PRESENTED TO THE ARCHITECT FOR REVIEW. THE CONTRACTOR SHALL SUBMIT SAMPLES WHEN REQUIRED BY THE ARCHITECT. AND ALL SUCH SAMPLES SHALL BE REVIEWED BY THE ARCHITECT BEFORE THE WORK IS PERFORMED. WORK MUST CONFORM TO THE REVIEWED SAMPLES. ANY WORK WHICH DOES NOT CONFORM SHALL

- BE REMOVED AND REPLACED WITH WORK WHICH CONFORMS AT THE REQUESTS AND SAMPLES FOR REVIEW THROUGH THE GENERAL CONTRACTOR'S EXPENSE. SUBCONTRACTORS SHALL SUBMIT CONTRACTOR WHEN WORK IS LET THROUGH HIM OR HER. REQUIRED VERIFICATIONS AND SUBMITTALS TO BE MADE IN ADEQUATE TIME AS NOT TO DELAY WORK IN PROGRESS.
- SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR HIS OR HER REVIEW WHERE CALLED FOR ANYWHERE IN THESE DOCUMENTS. REVIEW SHALL BE MADE BY THE ARCHITECT BEFORE WORK IS BEGUN, AND WORK SHALL CONFORM TO THE REVIEWED SHOP DRAWINGS, SUBJECT TO REPLACEMENT AS REQUIRED IN PARAGRAPH E, ABOVE.
 - THE BUILDING INSPECTOR SHALL BE NOTIFIED BY THE CONTRACTOR WHEN THERE IS NEED OF INSPECTION AS REQUIRED BY THE UNIFORM BUILDING CODE OR ANY LOCAL CODE OR ORDINANCE.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY AND CARE OF ADJACENT PROPERTIES DURING CONSTRUCTION. FOR COMPLIANCE WITH FEDERAL AND STATE O.S.H.A. REGULATIONS, AND FOR THE PROTECTION OF ALL WORK UNTIL IT IS DELIVERED COMPLETED TO THE OWNER.
 - ALL DIMENSIONS NOTED TAKE PRECEDENCE OVER SCALED. DIMENSIONS NOTED WITH "N.T.S." DENOTES NOT TO SCALE. DRAWINGS NOT TO BE SCALED, NOTIFY ARCHITECT OF ANY CONFLICTS OR OMISSIONS
 - CONTRACTOR SHALL VERIFY AND COORDINATE ALL OPENINGS THROUGH FLOORS, CEILINGS, AND WALLS WITH ALL ARCHITECTURAL, STRUCTURAL, MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS.
 - CONTRACTOR WILL ASSUME RESPONSIBILITY OF ITEMS REQUIRING COORDINATION AND RESOLUTION DURING THE BIDDING PROCESS.

DRAWING INDEX

GENERAL

COVER SHEET
G000 GENERAL INFO
SURVEY

CIVIL

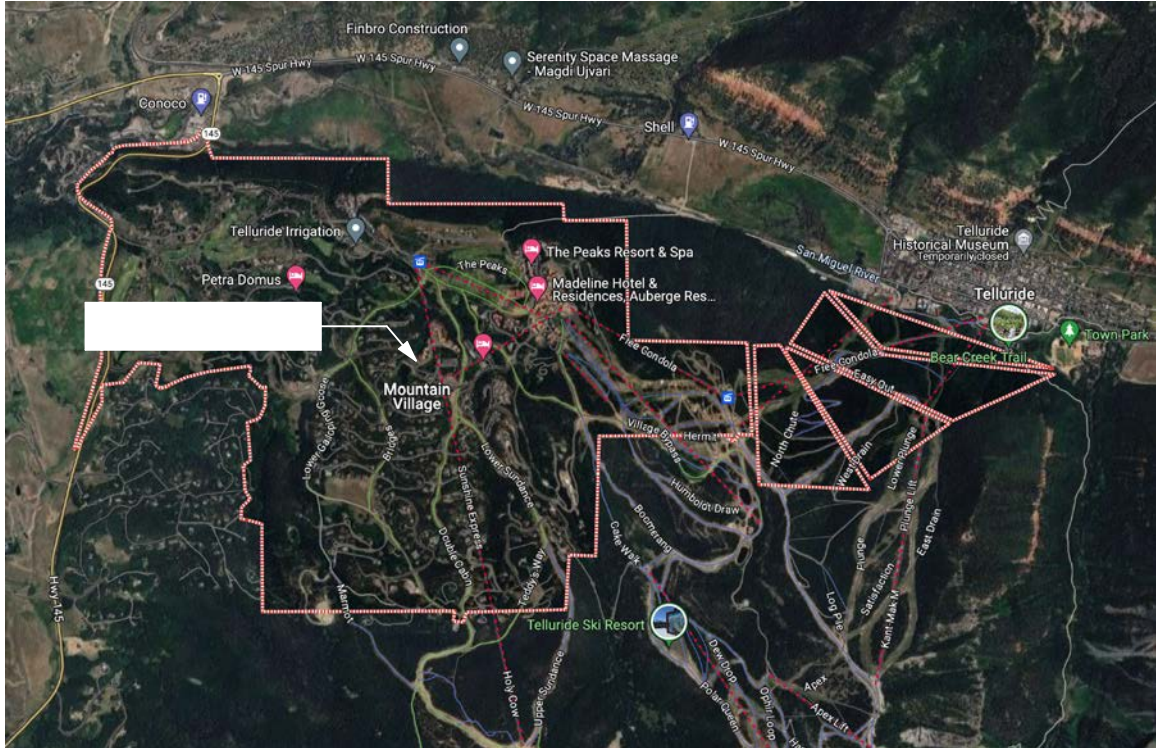
C2 GRADING & DRAINAGE PLAN

ARCHITECTURAL

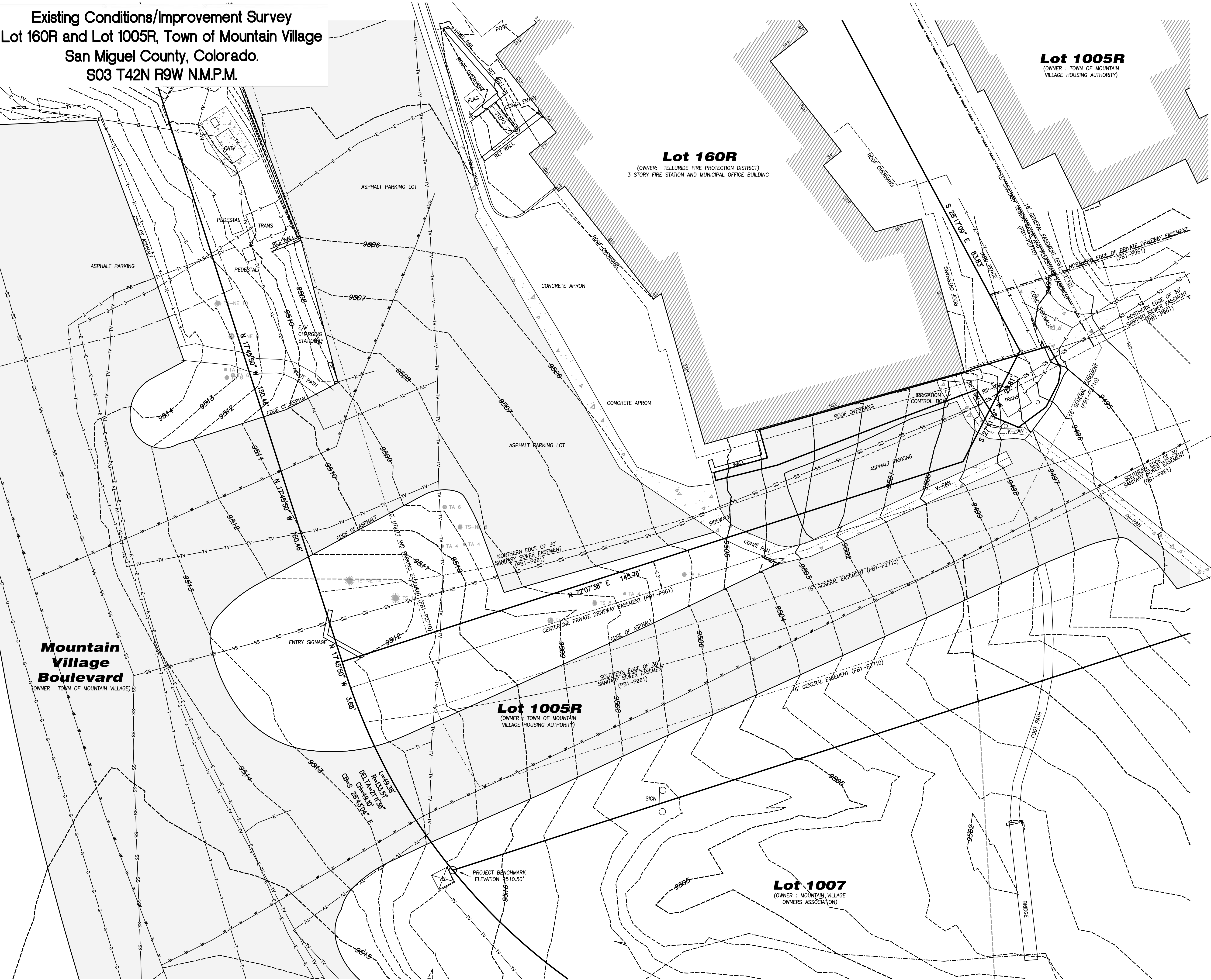
A100 ARCHITECTURAL SITE PLAN
A201 PLAN & ROOF PLAN
A301 ELEVATIONS
A302 3D VIEWS & MATERIALS
A401 SECTION

STRUCTURAL

S1 BUS SHELTER FOUNDATION & SECTION

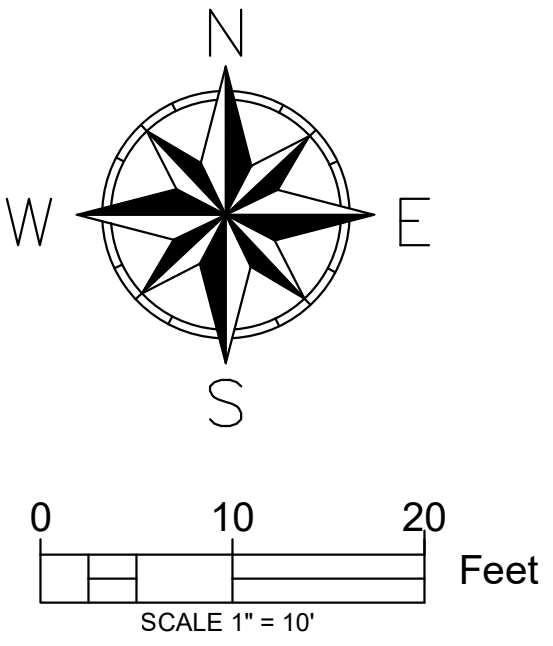


Existing Conditions/Improvement Survey
Lot 160R and Lot 1005R, Town of Mountain Village
San Miguel County, Colorado.
S03 T42N R9W N.M.P.M.



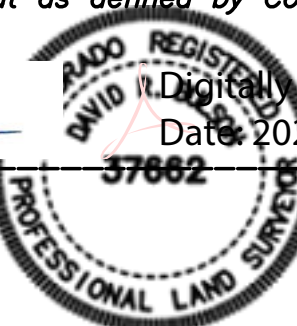
LEGEND

- TRANSFORMER
- FIRE HYDRANT
- MANHOLE (WATER)
- MANHOLE (SANITARY SEWER)
- WATER VALVE
- TELEPHONE PEDESTAL
- CABLE-TV PEDESTAL
- TV CABLE TV LINE
- GAS LINE
- ELECTRIC LINE
- SANITARY SEWER
- WATER LINE
- TA # TREE ASPEN - # INDICATES DIAMETER OF TRUNK IN INCHES
- TS # TREE SPRUCE - # INDICATES DIAMETER OF TRUNK IN INCHES



This Existing Conditions/Improvement Survey of portions of Lot 160R and Lot 1005R, Town of Mountain Village, was field surveyed during February 2023 under the direct responsibility, supervision and checking of David R. Bulson of Bulson Surveying being a Colorado Licensed Surveyor. This Existing Conditions Survey is not a Land or Improvement Survey Plot as defined by Colorado State Statute.


Digitally signed by David Bulson
Date: 2024.02.27 15:53:51 -07'00'

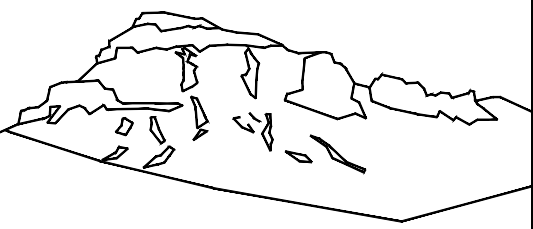


NOTES:

- This survey does not constitute a title search by Bulson Surveying, Inc.
- According to FEMA Flood Insurance Rate Map 08113C0287-D, Panel Number 0287 D, dated September 30, 1992, this parcel is within Zone X; Areas determined to be outside the 100 year flood plain
- Benchmark: 1.5" Aluminum cap on 5/8" rebar, LS 37662 at the western corner of Lot 1007, having an elevation of 9510.50'. Elevations have been adjusted to match San Juan Surveying 2018 topographic survey of Mountain Village Boulevard.
- Lineal units represented hereon are shown in U.S. Survey Feet or a decimal portion thereof.
- This survey is valid only if a print or electronic copy has a seal and signature of the surveyor noted within the statement above.
- Any person who knowingly removes, alters, or defaces any public land survey monument and/or boundary monument or accessory, commits a class two (2) misdemeanor pursuant to C.R.S. 18-4-508.
- The word certify as used hereon means an expression of professional opinion regarding the facts of this survey and does not constitute a warranty or guarantee, expressed or implied.
- This survey is prepared for the exclusive use of the party or parties indicated within the surveyor's statement. Said statement does not extend to any unnamed person or parties without an express statement by the surveyor naming said entities.
- Utilities shown hereon are based upon the markings and mapping provided by others. This mapping is for planning purposes only. Prior to any earthwork on and surrounding this property, call the Utility Notification Center at *811
- Contour interval is 1'

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

Town of Mountain Village Housing Authority 455 Mountain Village Boulevard Mountain Village, CO 81435	Lot 160R and Lot 1005R Town of Mountain Village S03 T42N R9W NMPM
2-26-2024	 BULSON SURVEYING
#20077	



Uncompahgre
Engineering, LLC

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

SUBMISSIONS:
SUBMITTAL

Bus Stop
Fire Station
Mtn. Village, CO

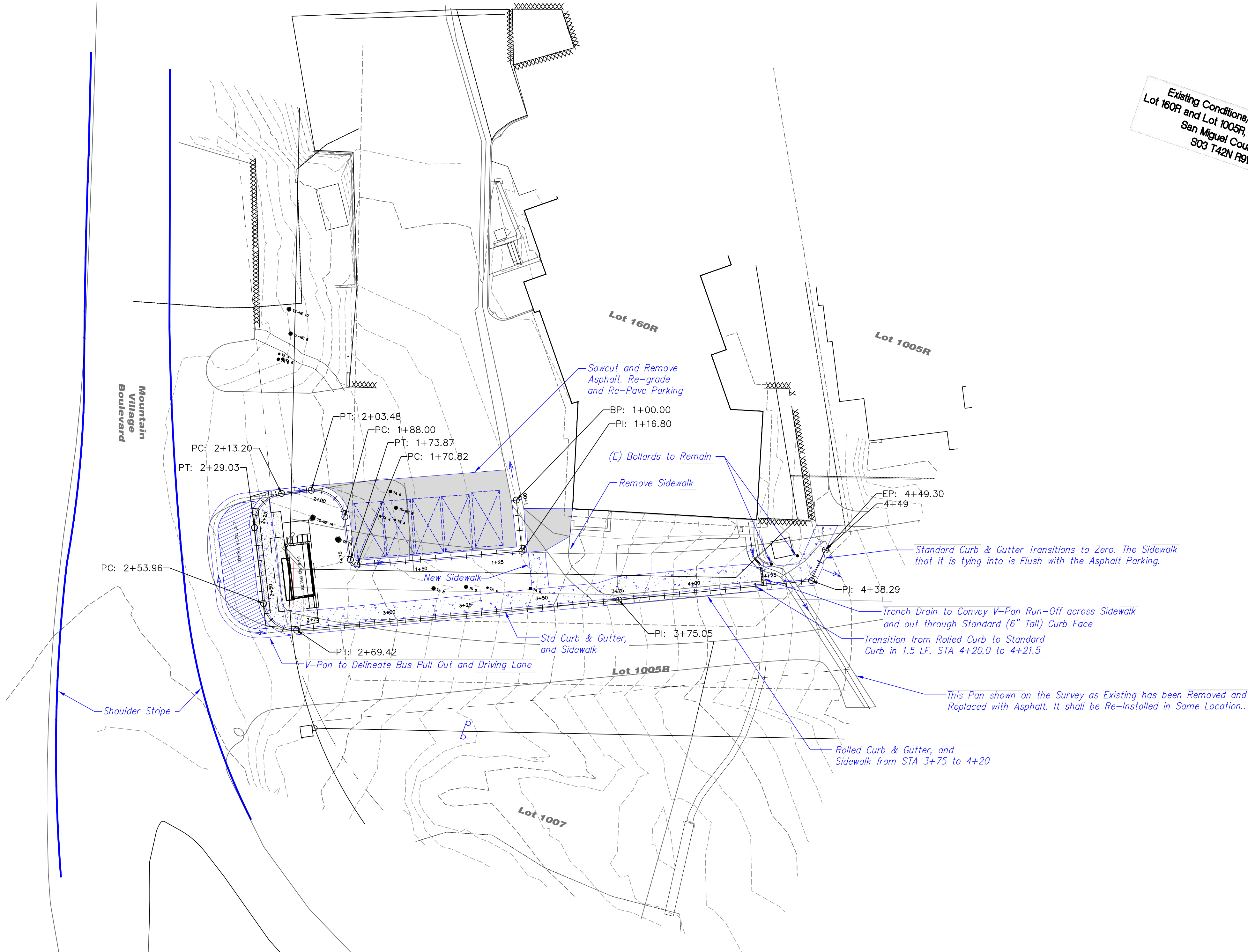
NOT FOR CONSTRUCTION

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

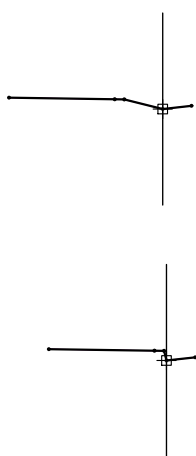
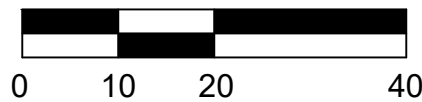
Grading
and
Drainage

C2

Existing Conditions/Improvement Survey
Lot 160R and Lot 1005R, Town of Mountain Village
San Miguel County, Colorado.
S03 T42N R9W N/4PM.







Scale: 1" = 20'

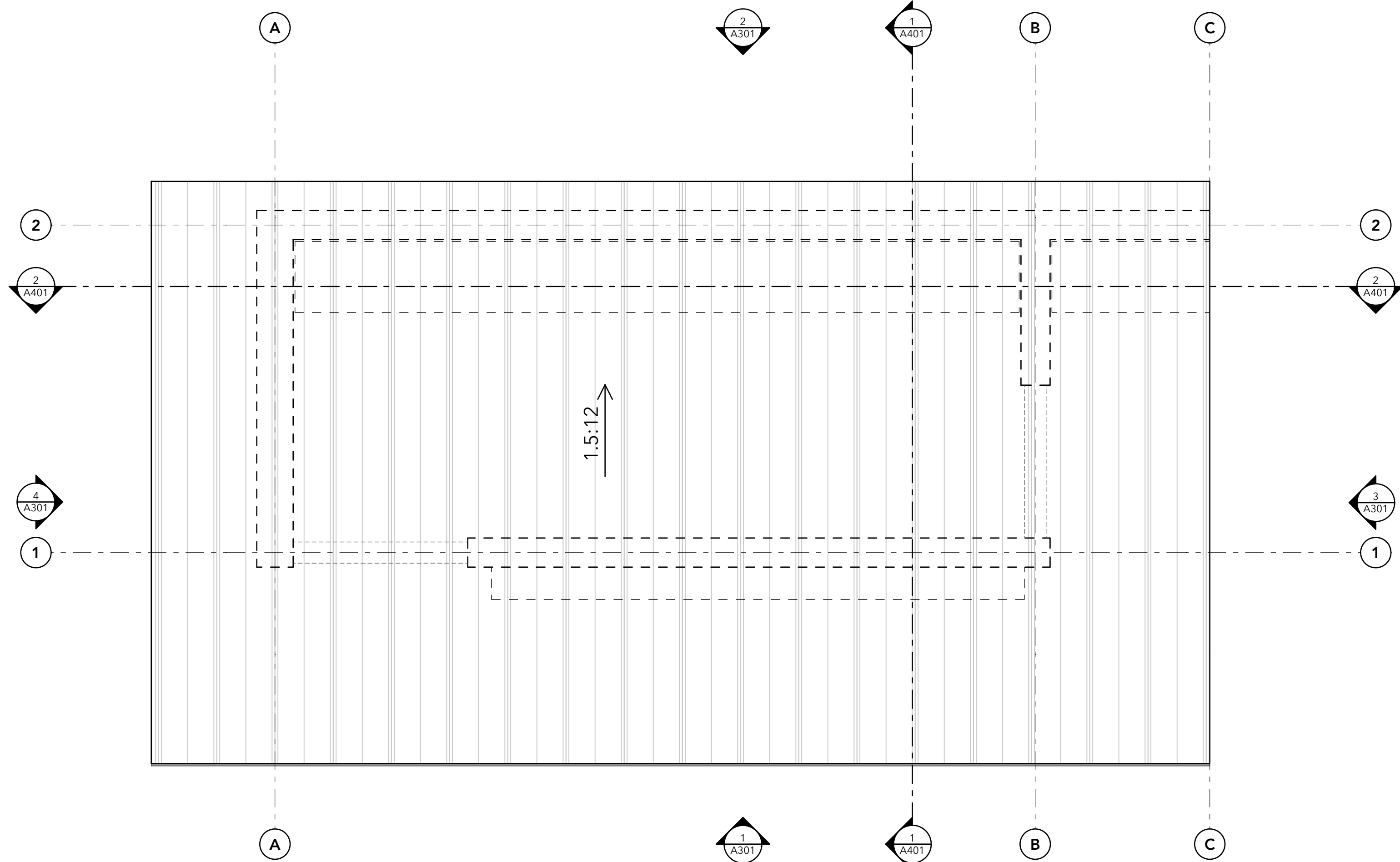


Lot 160R and Lot 1005R, Town of Mountain Village
San Miguel County, Colorado.
S03 T42N R9W E4



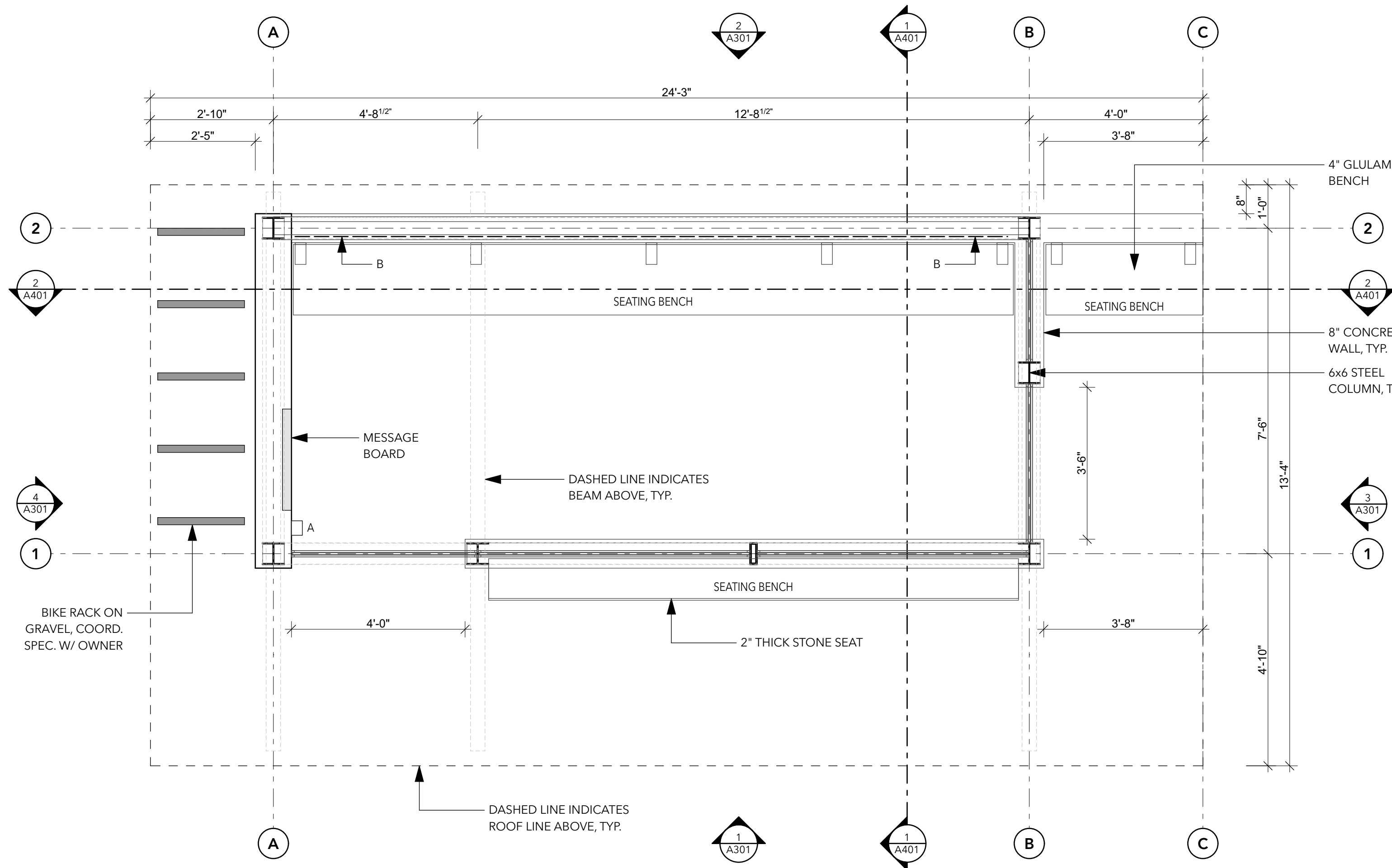
MATERIAL LEGEND

	BOARDFORM CONCRETE
	TELLURIDE STONE, BLANCA BLEND
	CORRUGATED SIDING, NATURAL RUST
	STANDING SEAM ROOF

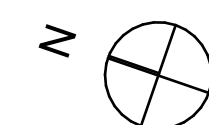


2 ROOF PLAN

SCALE: 1/2" = 1'-0"



NOTE: COORD. SPECIFICATIONS FOR BIKE RACK, TRASH & RECYCLING WITH MOUNTAIN VILLAGE.

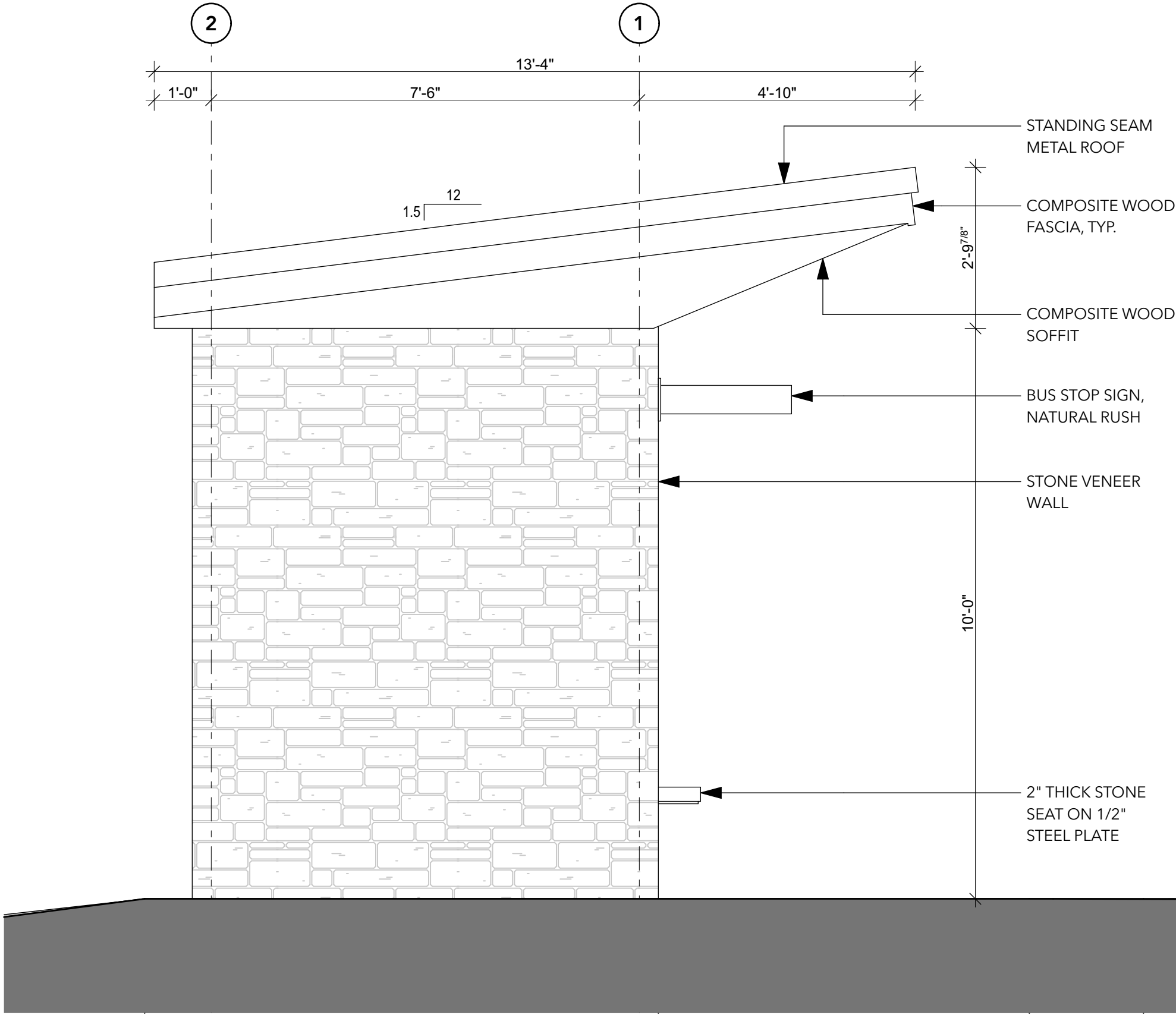


1 BUS SHELTER PLAN

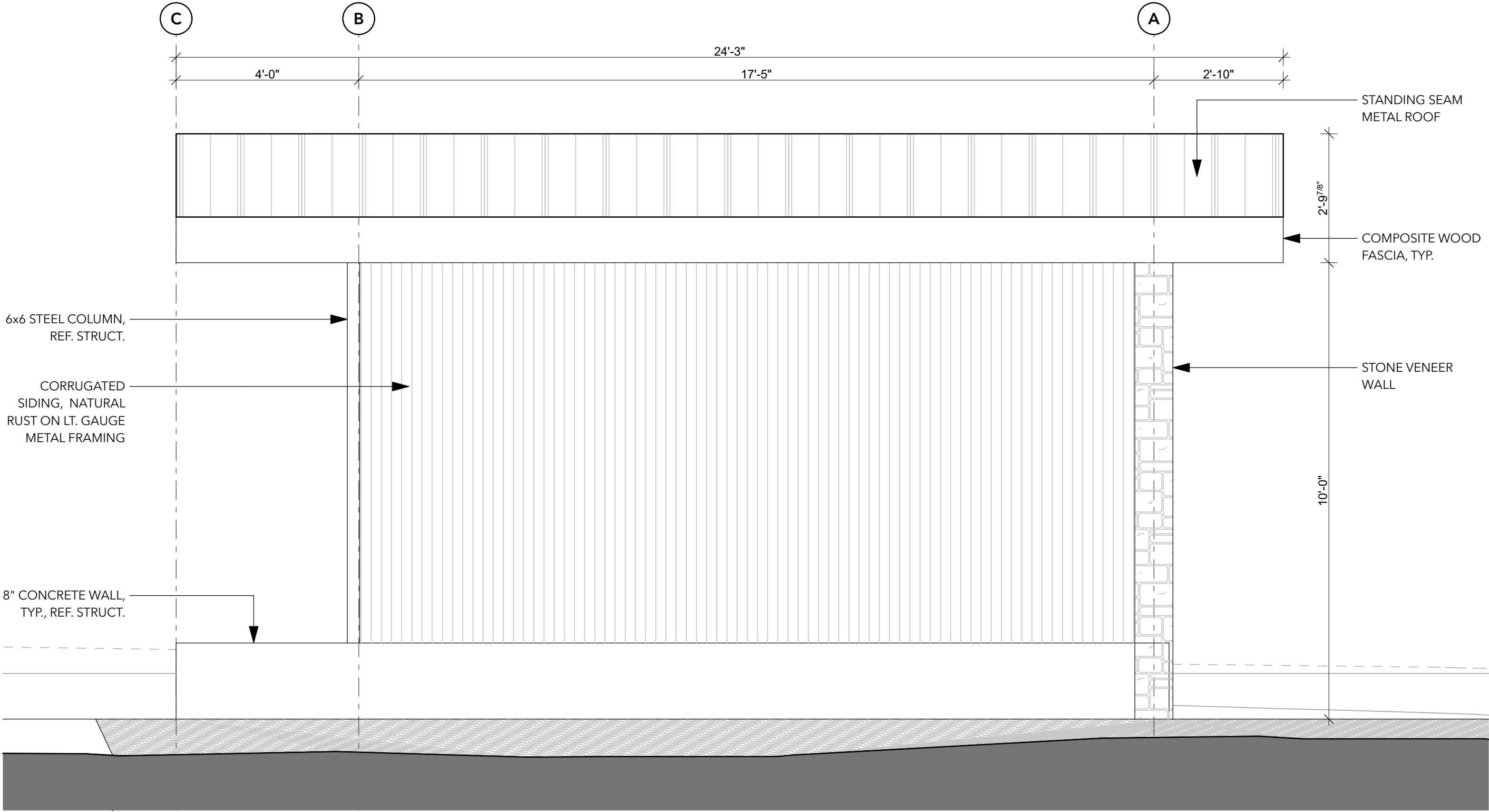
SCALE: 1/2" = 1'-0"

MATERIAL LEGEND

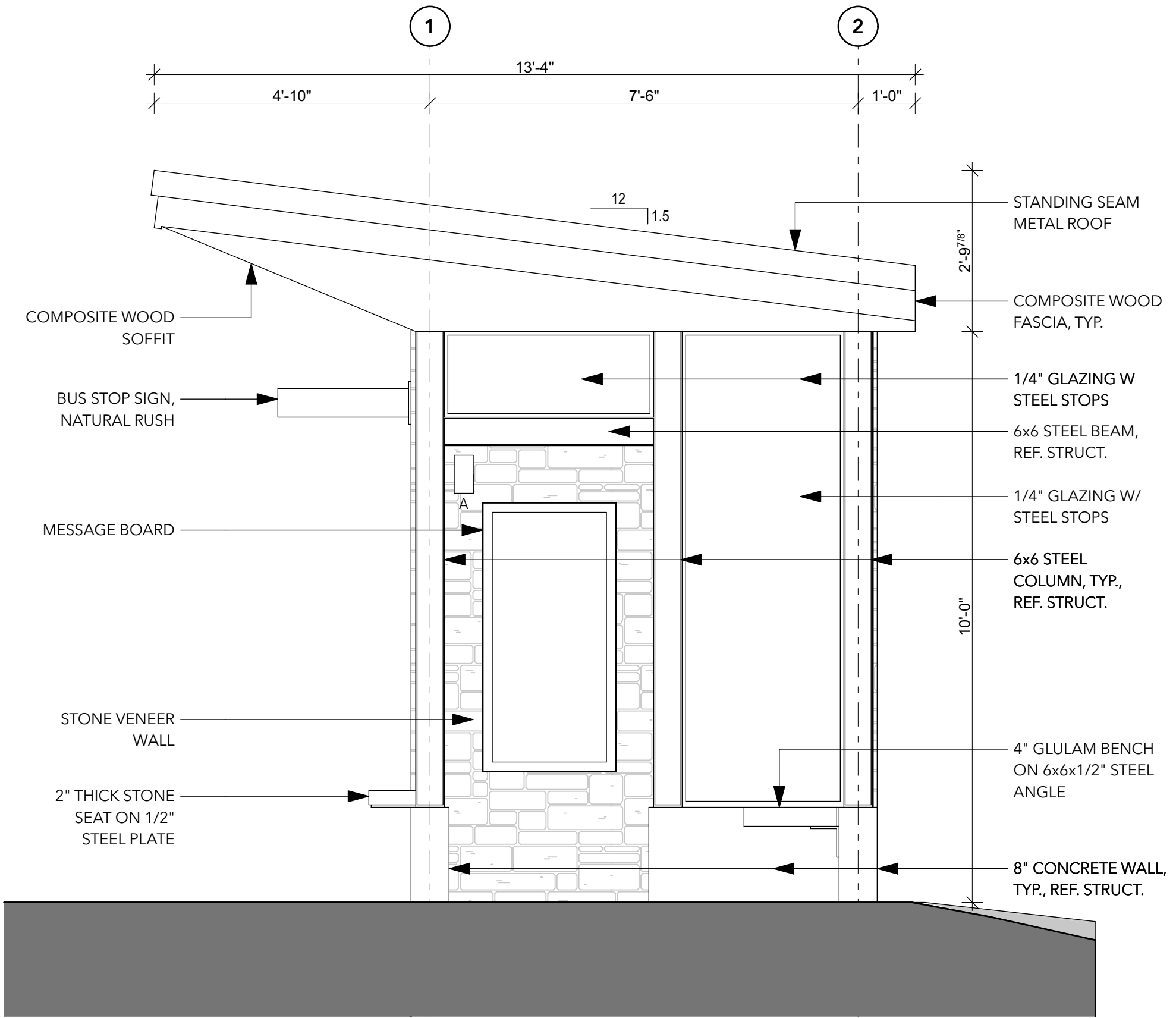
- BOARDFORM CONCRETE
- TELLURIDE STONE, BLANCA BLEND
- CORRUGATED SIDING, NATURAL RUST
- STANDING SEAM ROOF



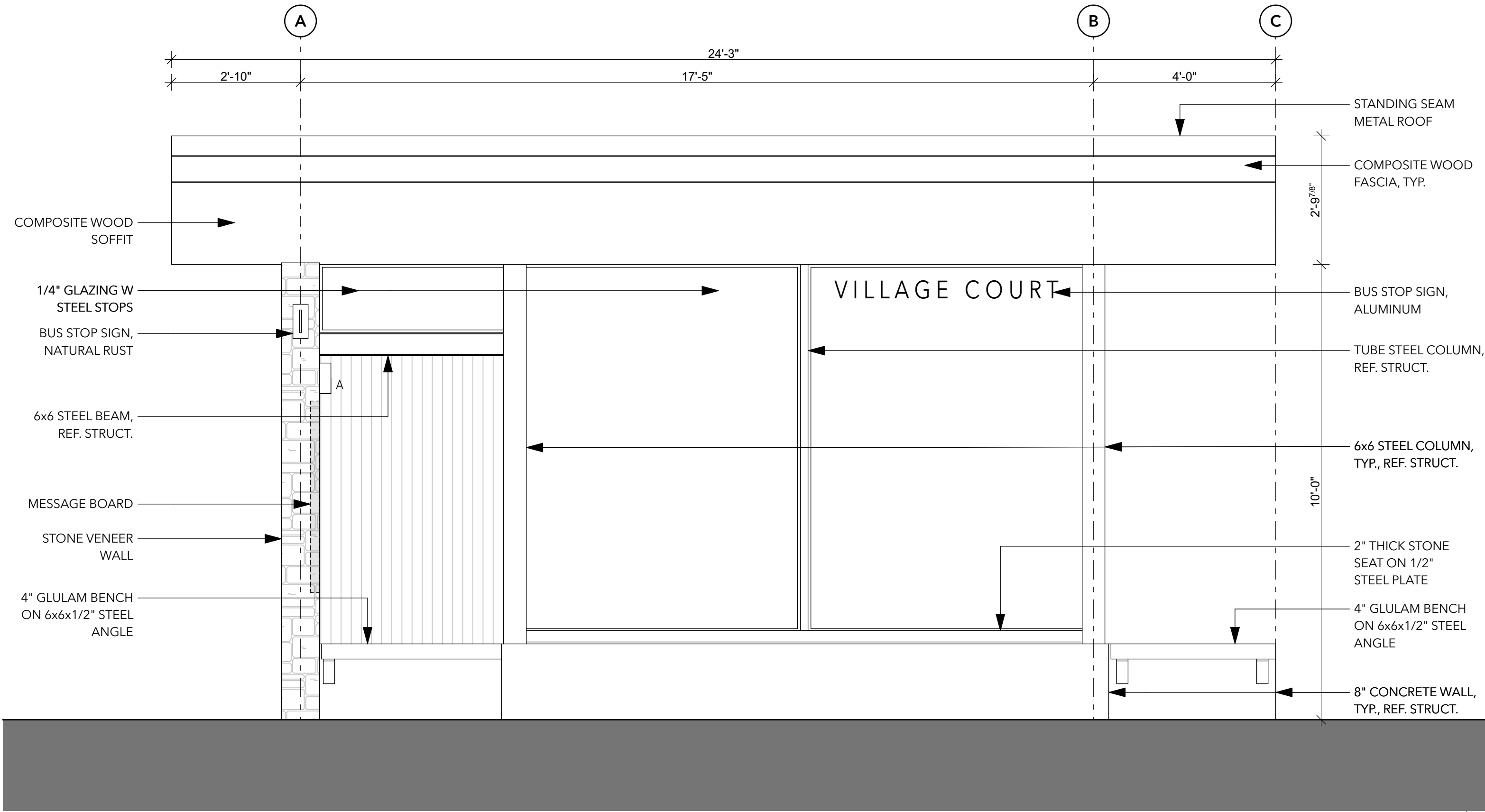
4 NORTH ELEVATION
SCALE: 1/2" = 1'-0"



2 EAST ELEVATION
SCALE: 1/2" = 1'-0"



3 SOUTH ELEVATION
SCALE: 1/2" = 1'-0"



1 WEST ELEVATION
SCALE: 1/2" = 1'-0"



VIEW TO NORTHEAST



VIEW TO SOUTHEAST

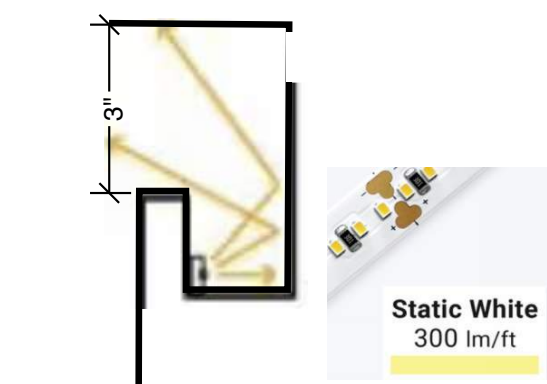


VIEW TO NORTH

LIGHTING



A. SCONCE



B. COVE LIGHTING
BACK WALL AT
CEILING



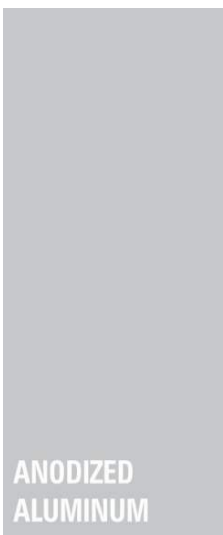
STANDING SEAM ROOF/
FASCIA
CHARCOL GRAY



COMPOSITE WD.
SOFFIT

ROOFING, FASCIA & SOFFIT

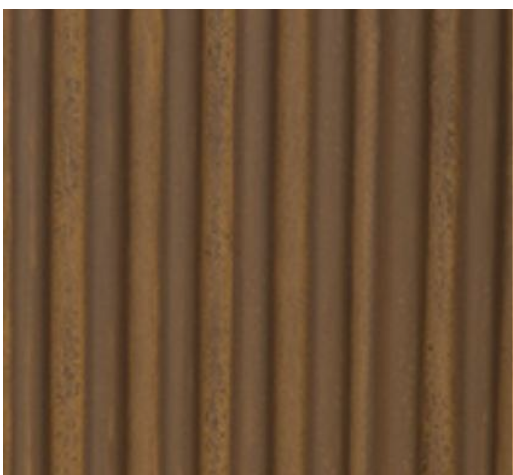
TOWN OF MOUNTAIN VILLAGE
Wayfinding Design Guidelines



SIGNAGE SPECS.



STL. COL.
NAT. RUST



CORRUGATED
SIDING - NAT. RUST



BOARDFORM
CONCRETE

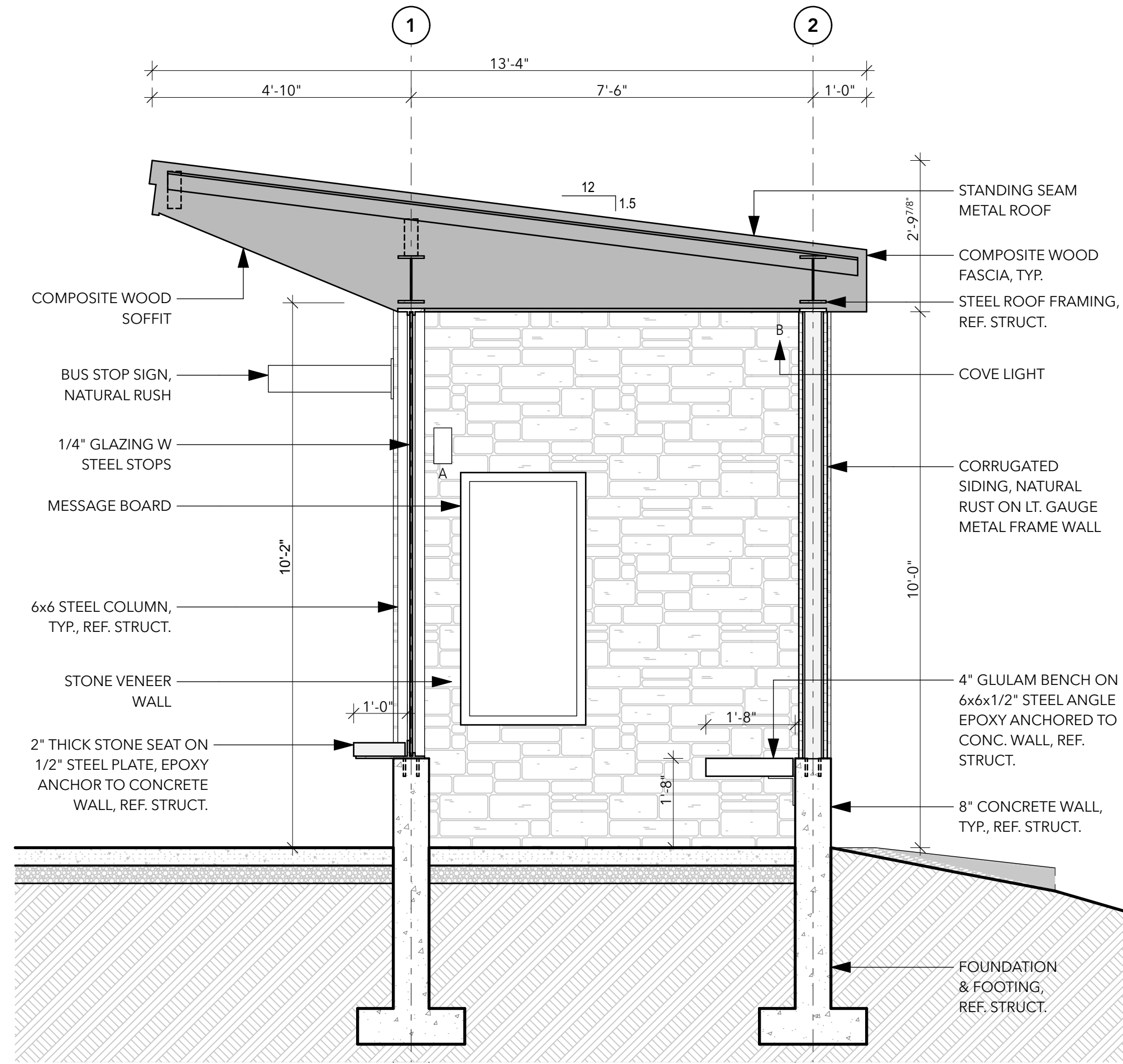


TELLURIDE STONE
BLANCA BLEND

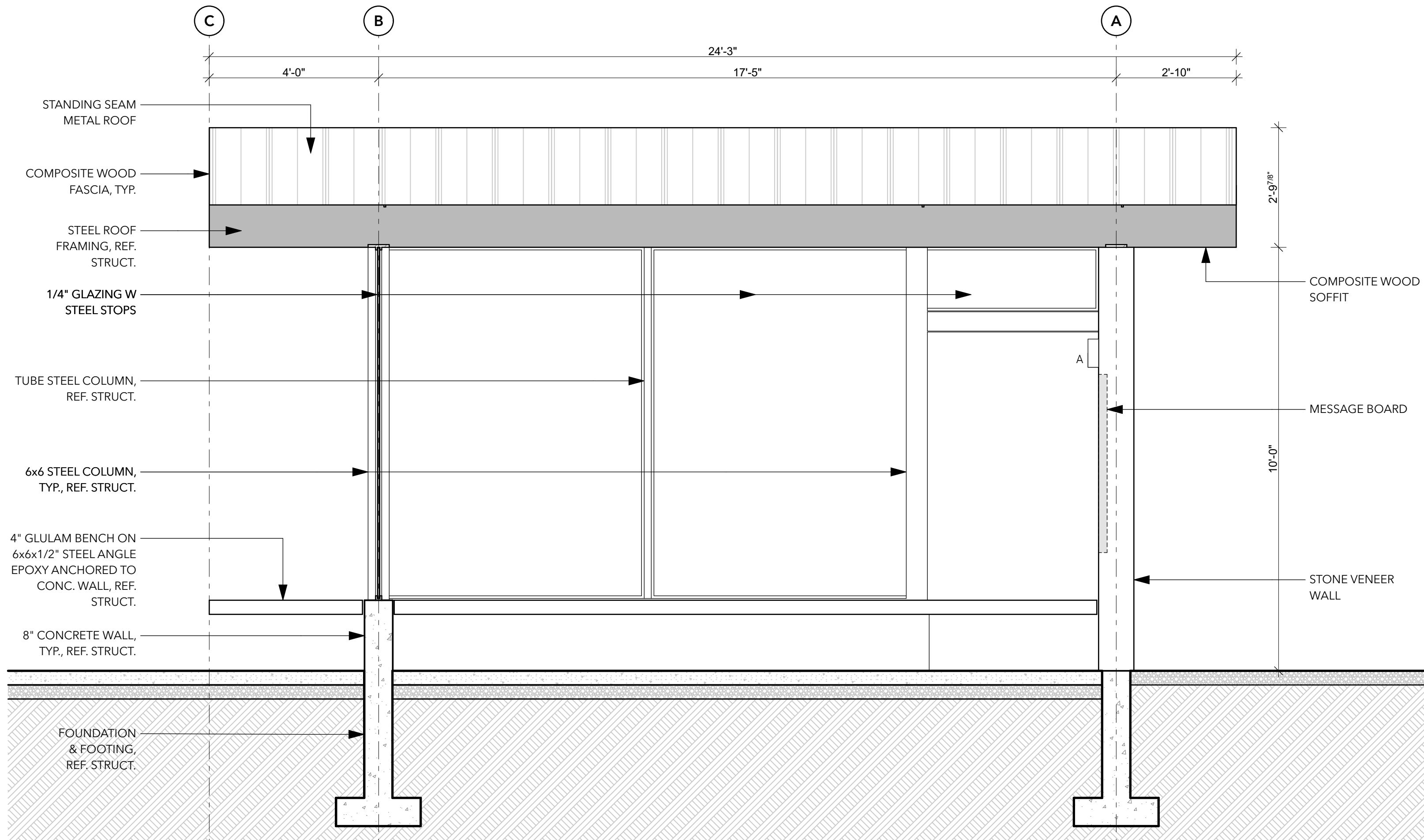
SIDING AND STRUCTURE

MATERIAL LEGEND

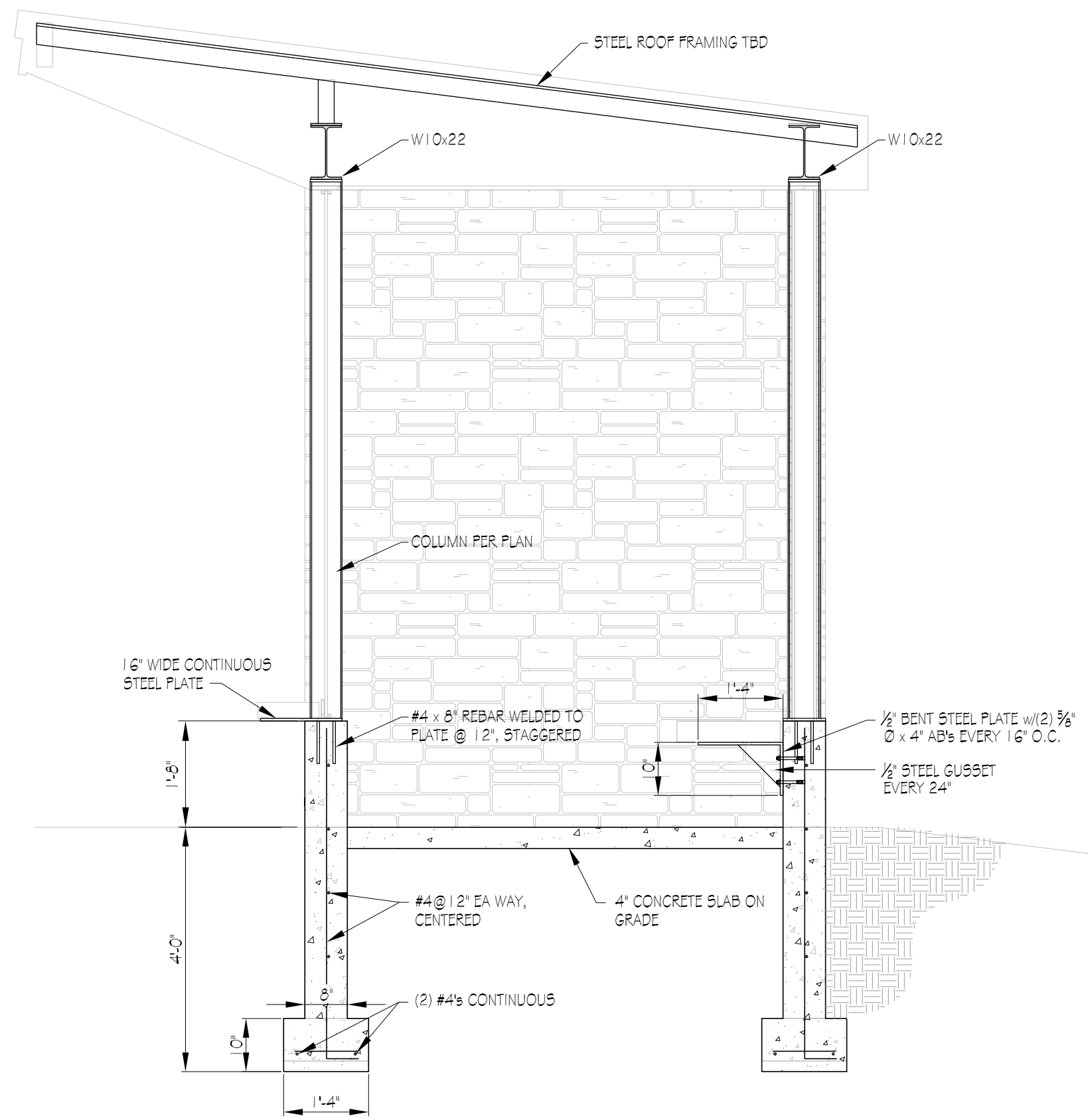
- BOARDFORM CONCRETE
- TELLURIDE STONE, BLANCA BLEND
- CORRUGATED SIDING, NATURAL RUST
- STANDING SEAM ROOF



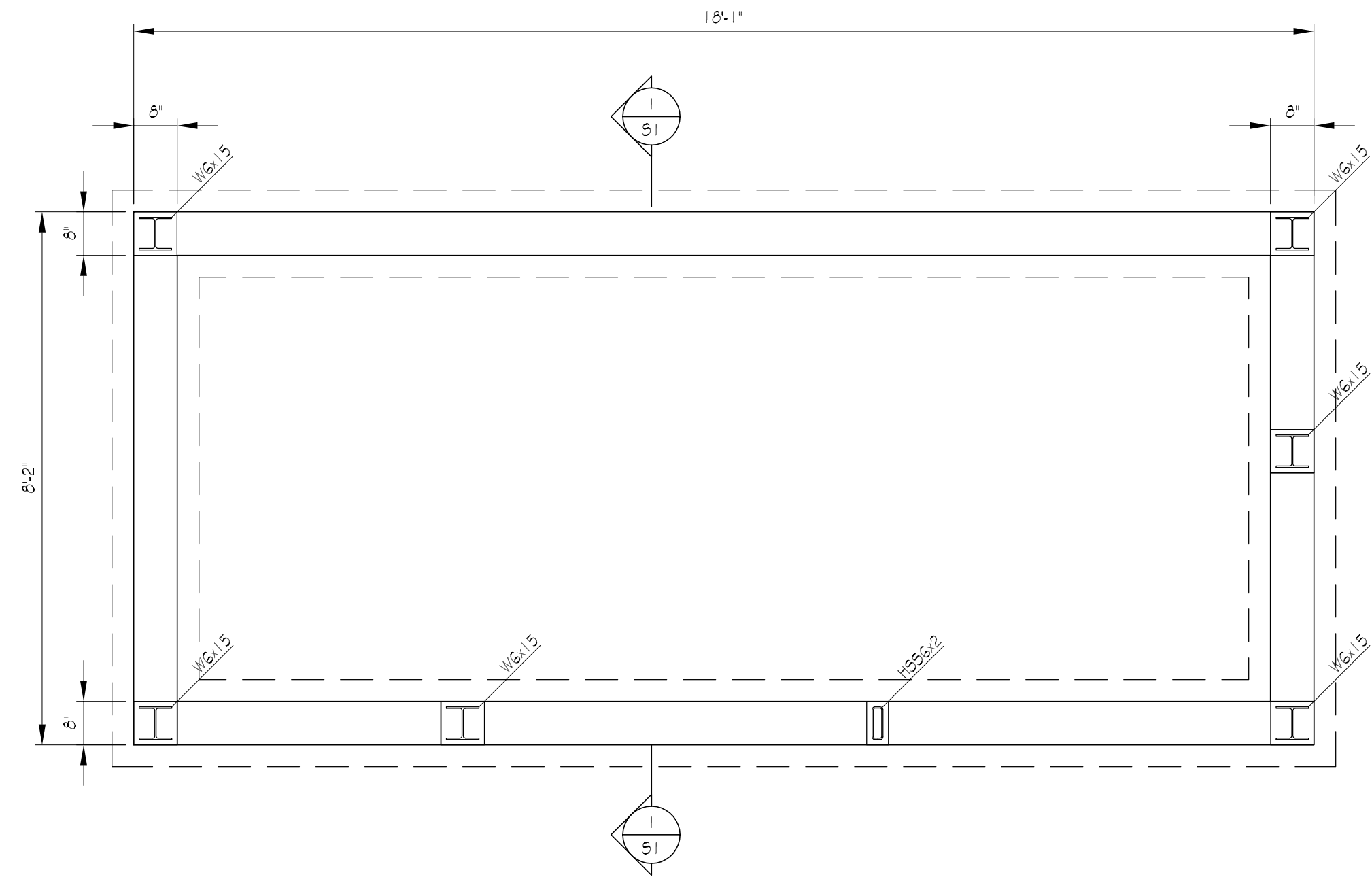
1 SECTION E-W
SCALE: 1/2" = 1'-0"



2 SECTION N-S
SCALE: 1/2" = 1'-0"



SECTION
1/2" = 1'-0"



FOUNDATION PLAN
1/2" = 1'-0"

PRELIMINARY

BUS SHELTER FOUNDATION & SECTION		MOUNTAIN VILLAGE BUS SHELTER Lot 1005R, Lot 160R Mountain Village, Colorado	Telluride Engineering LLC Civil & Structural Engineering Services 970.728.5440 jgardenr.ce@gmail.com
REV	DESCRIPTION		
DATE			
5-31-24			
SHEET			
S1			

KAMIKATSU, JAPAN

ZERO WASTE COMMUNITY

Michelle Haynes, *Assistant Town Manager*

Town of Mountain Village | Travel Date October 2023

Presentation Date June 20, 2024





COMMUNITY OVERVIEW





ZERO WASTE HISTORY

In 2000 the village was forced to change the way it managed its waste because of new laws on dioxin emissions forced them to shut down two small incinerators. The community did not have the money to build a new incinerator or transport its waste to out-of-town facilities. They turned to a zero-waste concept to reduce, reuse and recycle as many items as possible while eliminate all waste being incinerated or placed in landfills.

The declaration indicated zero waste by **2020**.

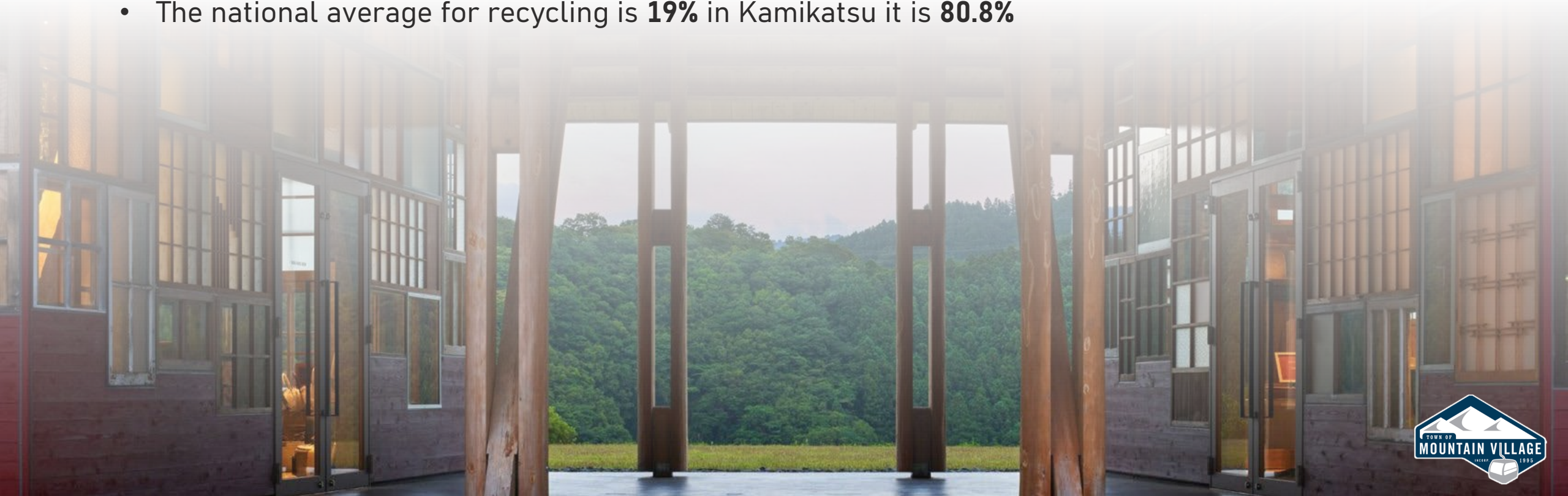
The community started with a pilot program separating **22 types** of waste products which grew to **45 types** of waste products.

In 2023 the community pivoted to a sustainable culture expanded beyond zero waste



ZERO WASTE HISTORY

- In the intervening 20 years they have successfully **diverted 80%** of their entire waste stream
- The remaining **20%** is incinerated
- The amount of waste generated per person is about **half** of the national average
- The cost of waste disposal is **2/3 lower** than the national average
- The national average for recycling is **19%** in Kamikatsu it is **80.8%**



WASTE REDUCING SOCIAL HABITS



There are no public trash cans



There are no paper products for hand drying in public restrooms
The Japanese bring a handkerchief to dry their hands



Eating and drinking on trains is not customary, unless it's a few hour train ride - hence reducing waste



The Japanese do not take food or drinks "to go"
You eat take-out or drink or eat to-go items at the shop/store



In many places, if you dispose of a drink, the liquid is poured into a separate container before the paper cup is recycled



Public Transportation is efficient and integrated (walk, bus, trains integrated app-based programs)

EDUCATION AND PERSPECTIVE

- Changing the concept of waste to resource
- In Kamikatsu, the local government, private companies, non-profits, and the community participated in the zero-waste goal.
- Finding **value** in things that had no value before.



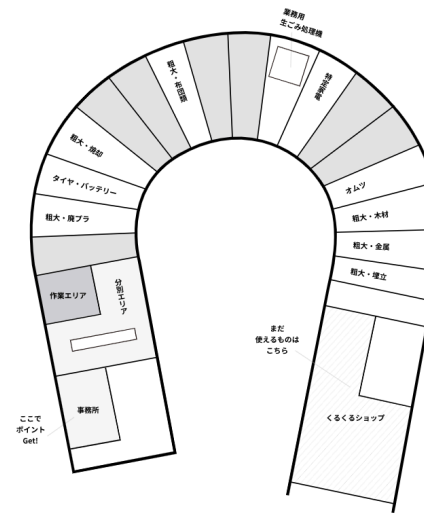
THE ZERO WASTE CENTER & WHY HOTEL

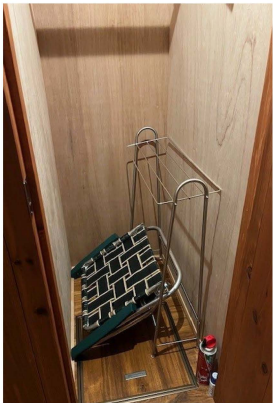
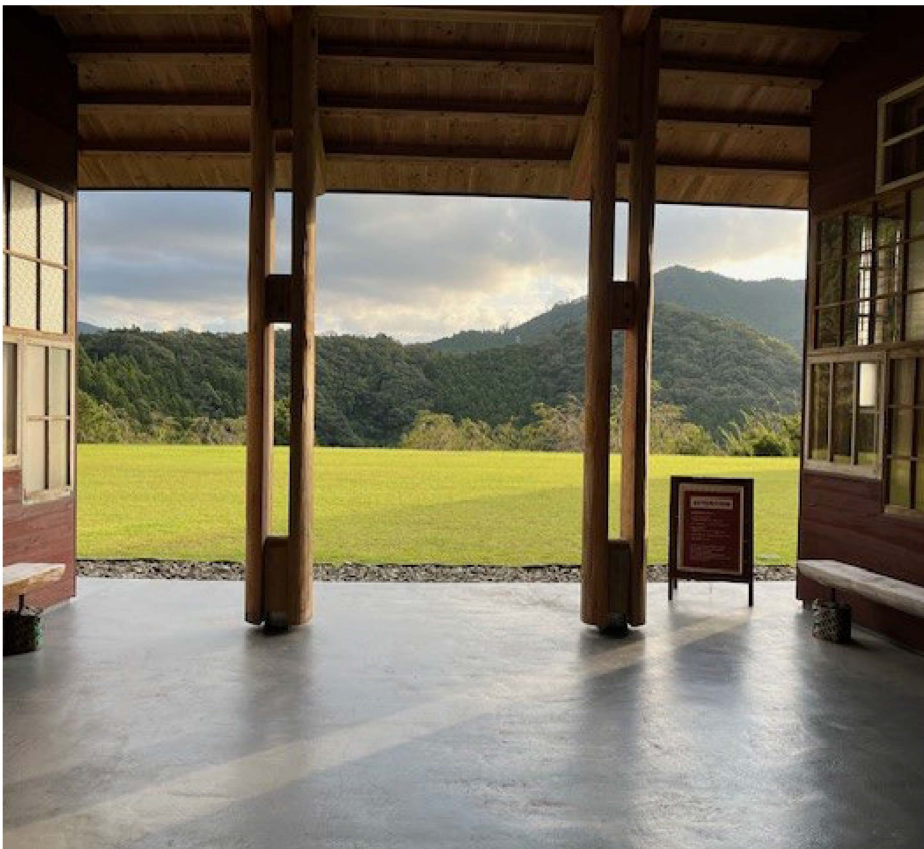


The Zero Waste Center opened in April of 2020. A facility and hotel for people who want to learn and experience zero waste.

Garbage “Gomi” Station is where residents bring and separate their waste.

The facility contains a recycling center, free box, thrift store, lab, laundry, community room, and hotel.



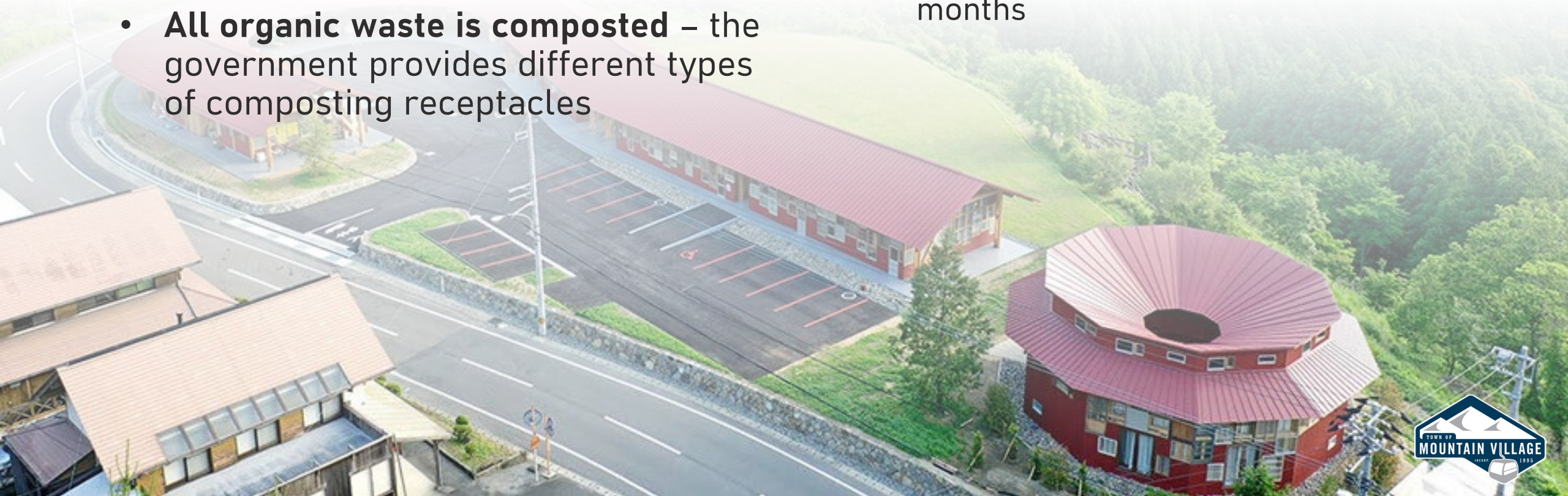


HOTEL



WASTE CENTER

- **Kamikatsu recycles 45 types of materials** – lots of education and outreach on how each material is treated before bringing it to the recycling center and at the center
- **All organic waste is composted** – the government provides different types of composting receptacles
- **Challenges for an aging community**
 - Staff supports elderly residents
 - Households registered in the transportation support system will collect free of charge every two months

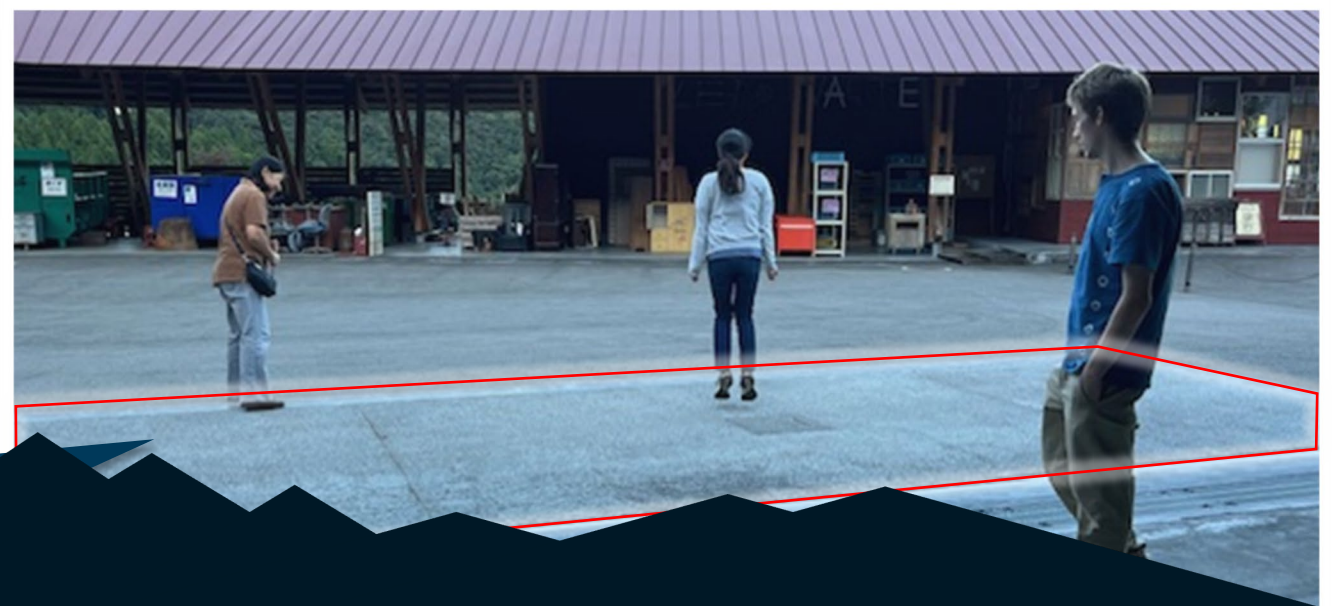




Each container has a label indicating disposal costs, purchase prices, waste destination and recycling information



The Kamikatsu equivalent of a free box area!



A built-in scale weighs items before and after sorting.

RECYCLE FACILITY



Concrete floor made from crushed ceramics



Windows repurposed from local homes. Salvageable materials are resold in the hotel lobby

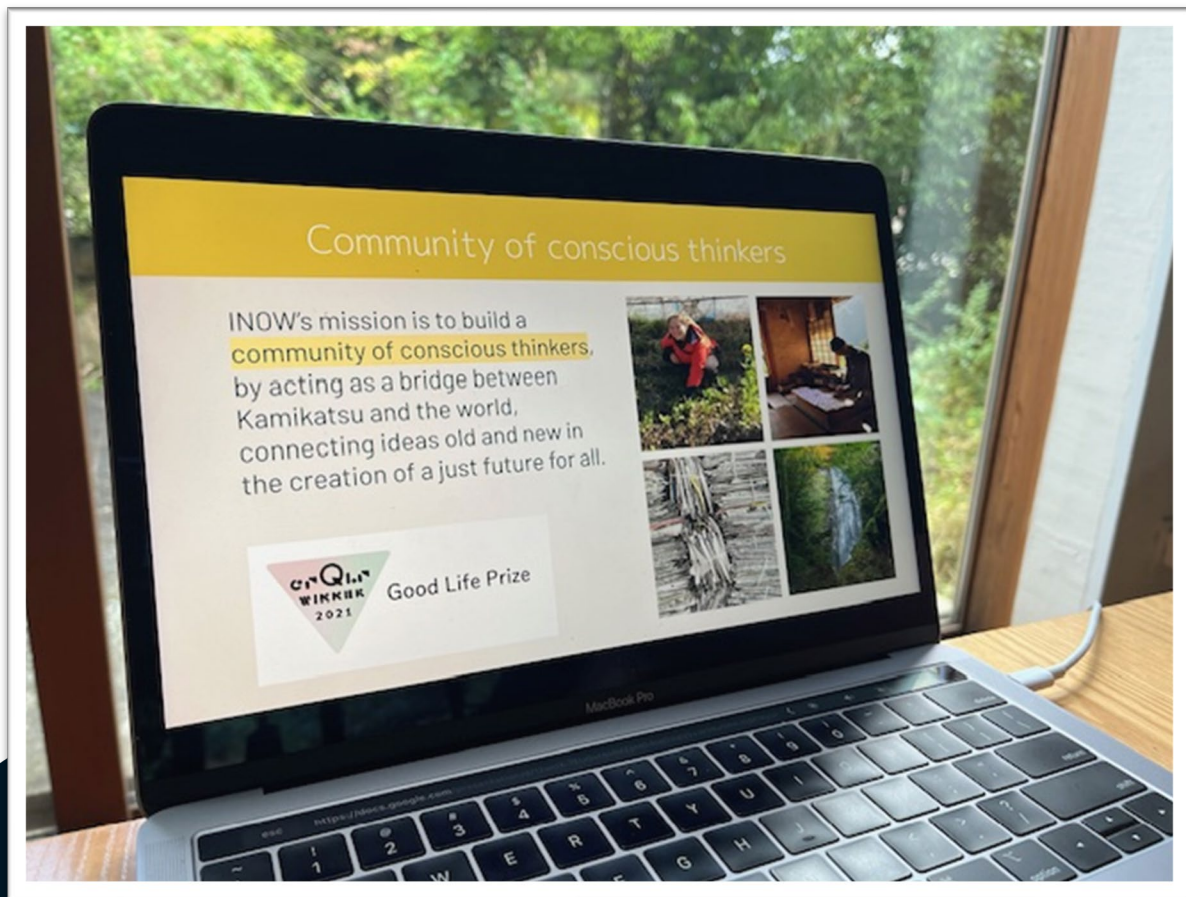


A community room with a child play area, kitchen and seating



TOUR





Sil Van de Velde
Kana Watando
and Terumi
Azuma (not
shown)



Lunch served by
the local café.
Decorative
leaves shown,
part of
Kamikatsu's
local economy,
industries

TOUR – INOW!

INOW – Means “Let’s go home!” A program developed by Kamikatsu residents to assist visitors and the community to understand sustainability and zero waste

The Mission is to build a **community of conscious thinkers** by acting as a bridge between Kamikatsu and the world, connecting ideas old and new in the creation of a just future for all.





NEW INDUSTRIES

INOW intends to connect culture with community

New industries in Kamikatsu:

- Café, a place for community members to meet
- Brewery
- Recycling Center and Hotel Complex (PPP Public Private Partnership)- on the site of the former incineration pit
- Decorative leaf industry
- Repurpose cedar trees on slopes (considered a nuisance) – make paper, fabric materials
- Tea growing
- Rice growing
- Thrift store
- Reuse craft store (reused fabrics and materials)
- Voluntary taxi service

GOVERNMENT OFFICES



Met with Local Government Officials
at their offices

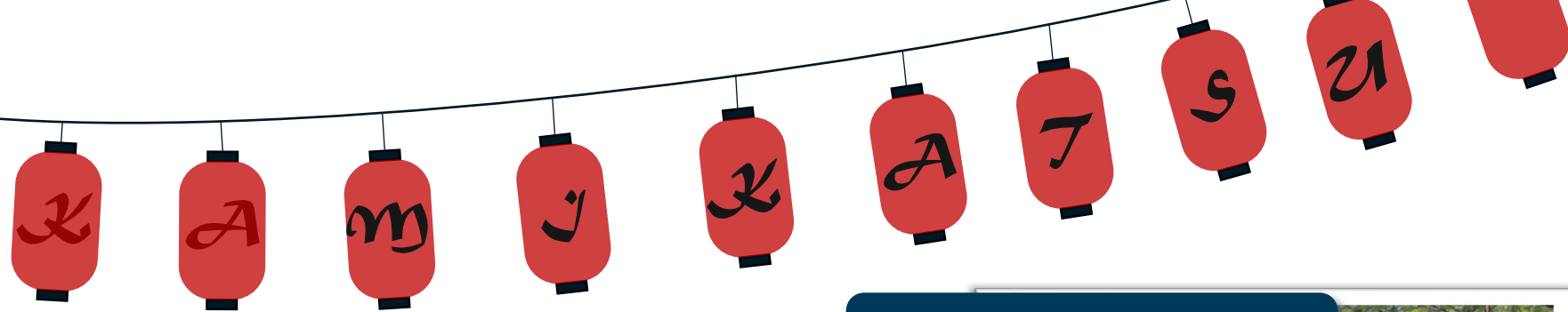


Met with the Director of Sustainability.
Discussed waste materials that are
repurposed into reusable products



A pilot program of food trays for the local
elementary school, repurposed from plastic
waste material. Some plastics are melted and
reformed into children's play blocks, planters
and food trays, by way of example.

Residents and businesses are provided a
recycling guide and a compost container by
the local government



A tour of a heritage economy
– rice farming



Rice drying. Once dried, community members can bring the dried rice to grocery stores in the adjacent town which can then polish the rice to their liking.

RICE FARMING

Summary

- Waste disposal costs can be reduced by 60% by sorting waste types
- The success of the program requires both regulation and education
- Drawing on public, private and government entities together to build success worked for Kamikatsu



RESOURCES

[ZERO WASTE ACTIONS \[Official\] RISE & WIN KAMIKATZ](#)

[INOW いのう – Your Home in Kamikatsu \(inowkamikatsu.com\)](#)

[Kamikatsu, Japan's zero-waste town, has lessons for a sustainable future – Washington Post](#)

[Kamikatsu: Inside the Zero Waste Town \(youtube.com\)](#)

[Japan's Town With No Waste \(youtube.com\)](#)



QUESTIONS

THANK YOU

Michelle Haynes

Assistant Town Manager

mhaynes@mtnvillage.org

T: (970) 239-4061

M: (970) 417-6976



@TOWNOFMOUNTAINVILLAGE



MOUNTAIN VILLAGE, CO

GOAL OF BECOMING A ZERO WASTE COMMUNITY

Lauren Kirn, *Environmental Efficiencies & Grant Coordinator*

Town of Mountain Village

Presentation Date June 20, 2024



Overview of Actions

- Plans
 - Zero Waste Action Plan For Mountain Village, Telluride and San Miguel County, CO published August 8, 2008
 - Sets goals of 50% diversion of solid waste from landfills and incinerators by 2011, 75% diversion by 2018, and 90% or greater diversion by 2025.
- Ordinances & Resolutions
 - 2022 07 Single Use Plastic Reduction Ordinance
 - 2019 0718 13 Resolution to Establish Voluntary a Single Use Plastic Reduction Initiative
 - 2012 0719 14 Resolution to Establish a Disposable Plastic Bag Reduction [Voluntary] Program
 - 2008 1016 12 Resolution to Establish a Goal of Zero Waste by 2025
 - 2002 1112 26 Resolution to Revise Refuse and Recycling Collection Fees
 - 1997 12 Ordinance Enacting Refuse and Recycling Collection Services
- Incentives & Initiatives
 - Planet Over Plastics
 - Farm to Community Program
 - Composting Incentive Program 2024 to present
 - Target audience: businesses and HOAs
 - VCA Composting Pilot Program 2022 to present
 - Target audience: VCA residents
 - Compost Incentive Program 2020 to 2021
 - Target audience: residents
 - Annual composting events
 - November 2021 to present
 - Target audience: local and regional public and businesses
 - Green waste collection pilot summer 2024
 - Target audience: landscaping companies



Recycling in Mountain Village

- All residents and commercial properties are required to recycle paper, cardboard, glass, plastic #1-7, aluminum products, and tin products.
- Recycling of plastic film and packaging is available at Town Hall and the VCA Main Office.
- Per State legislation, electronics are prohibited from landfills. Electronic recycling events take place twice per year and are hosted by EcoAction Partners.



Defining Zero Waste

Zero waste is the principle of minimizing waste production as much as possible, then composting, reusing, or recycling any other waste generated.

- World Economic Forum

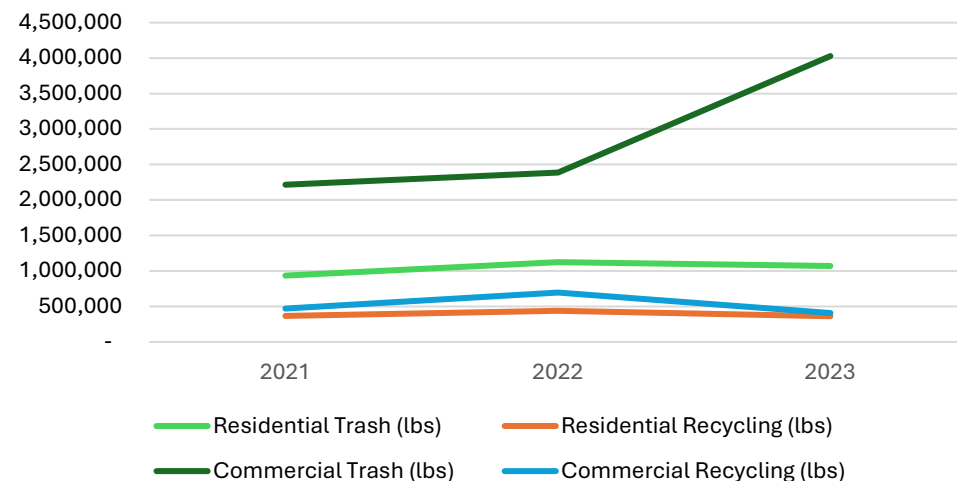


Trash & Recycling in Mountain Village

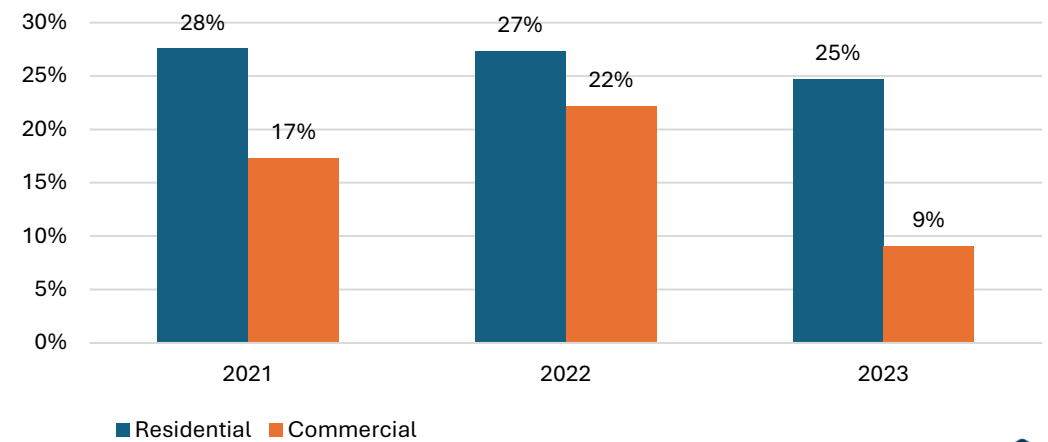
Key takeaways

- Mountain Village recycling rates are typically higher than Colorado's statewide combined recycling and composting rate of 16%. The national combined rate is 32%.
- Residential rates are consistently higher than commercial diversion rates.
- Overall, the amount of trash being generated is increasing.
- Although recycling is required in Mountain Village, not all community members are complying.

Mountain Village Trash and Recycling Trends



Mountain Village Recycling Rates



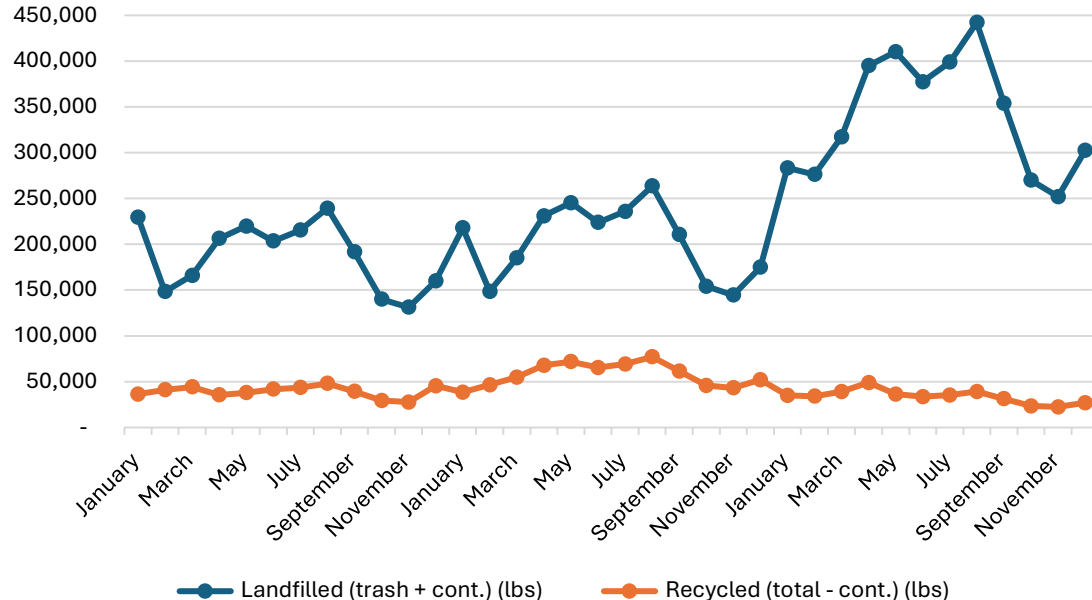
Mountain Village Waste & Recycling Trends

Key takeaways:

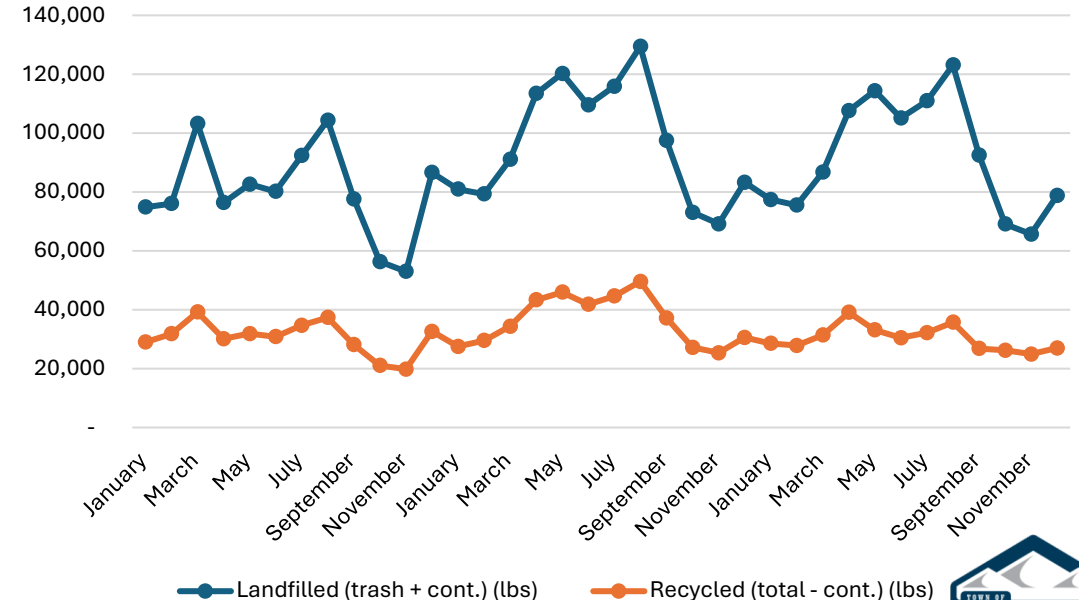
Commercial and residential waste and recycling follows a similar trend of:

- Consistent yearly peaks in August.
- Consistent yearly valleys before the end-of-year holiday season
- Increase in the holiday season/new year.

Commercial Waste Trends 2021-2023



Residential Waste Trends 2021-2023

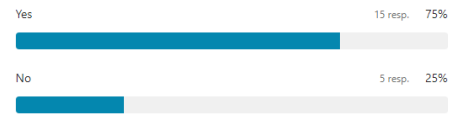


2022 Single-Use Plastics Survey (Businesses)

Key takeaways:

- Most businesses in Mountain Village are aware of and in support of the Town's zero waste goals.
- Businesses are generally supportive of additional restrictions on single-use plastics.
- Commercial composting is of interest to businesses.
- Businesses would like Town staff to assist with recommendations for alternative products and with marketing materials.

4 Are you aware of the Town of Mountain Village's goal of zero waste by 2030?
20 out of 20 people answered this question



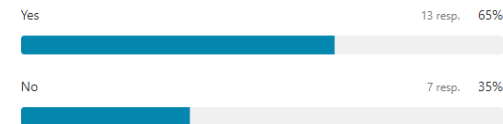
5 Are you supportive of the Town of Mountain Village's goal of zero waste by 2030?
20 out of 20 people answered this question



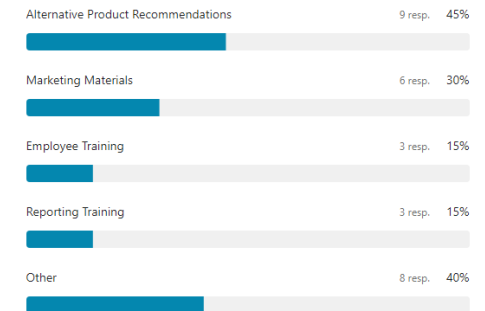
14 Would you be generally supportive of further restrictions on single-use plastics within Mountain Village?
20 out of 20 people answered this question



15 Would you be interested in a commercial composting option?
20 out of 20 people answered this question



16 How can the Town of Mountain Village best assist your business in transitioning away from single-use plastic bags and expanded polystyrene (e.i. Styrofoam) takeout food containers?
20 out of 20 people answered this question (with multiple choice)



n/a
2 years ago

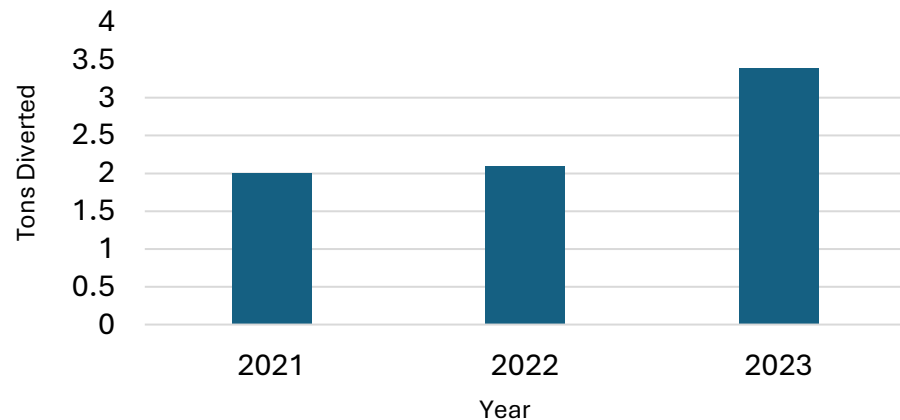
N/A



Composting in Mountain Village

- We have diverted over **12.02 tons** in 3.5 years without widespread commercial and residential composting services.
- Composting Incentive Program – New this year through a USDA grant award in collaboration with San Miguel County.
- VCA Composting Pilot Program – 2022 to present
 - Diverted over 5,464 lbs (2.7 tons) to date
- Compost Incentive Program (at-home composting bins) – 2020 to 2021
 - Diverted over 2,101 lbs (1.05 tons) to date
 - Generated over 1,331 lbs (0.67 tons) of finished compost product
- Annual composting events
 - 2021: 2 tons
 - 2022: 2.2 tons
 - 2023: 3.4 tons

Amount of Compost Collected During November Events



EPA Waste Study: Telluride & Mountain Village

- EPA researchers performed a materials characterization of trash from the Franz Klammer (Mountain Village) and the Manitou Lodge (Telluride).
- Garbage was sorted into 22 categories.
- **2019:** approximately 8,000 pounds (4 tons) of trash collected during peak periods (summer and winter)
 - 75% was considered “recoverable.”
 - > 34% was recyclable (~1.36 tons)
 - > 41% was compostable (~1.49 tons); 31% of this was food waste
 - Trashed items of interest included a pair of snow boots, a toaster oven, a \$20 bill, Apple AirPods, cellphones, unopened food and beverages, and kids’ games.
- **2023:** The EPA will provide an update on their 2023 findings in July.



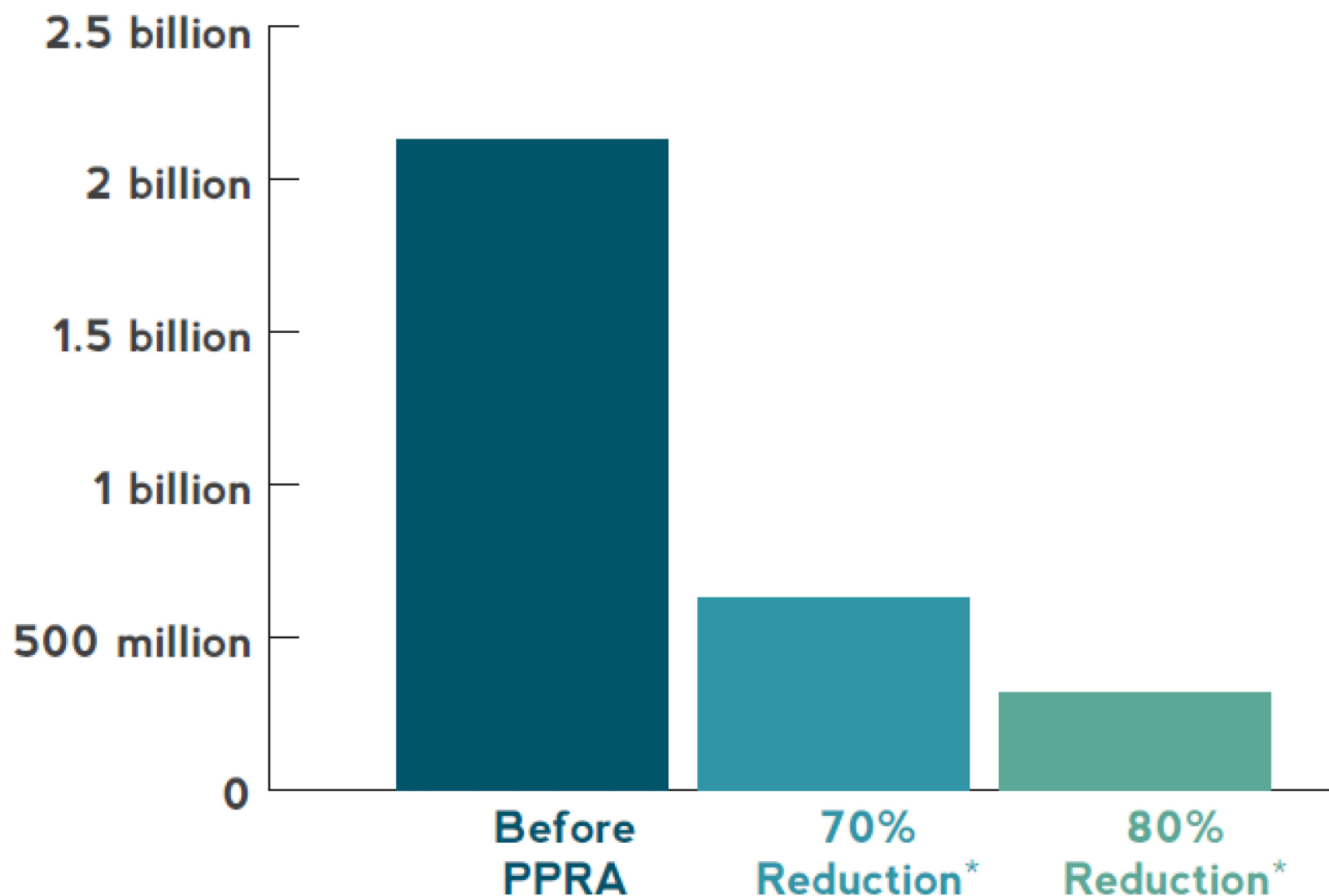
Recent Waste-Related Legislation in Colorado

The State of Colorado has statewide municipal solid waste diversion goals of 35% by 2026 and 45% by 2036.

- Producer Responsibility Law ([HB22-1355](#))
 - Once fully implemented, ALL Coloradans will have convenient recycling access and a much higher percentage of the state's recyclable materials will be captured and returned to the supply chain, instead of landfilled.
- Plastic Pollution Reduction Act ([HB21-1162](#))
 - Phase 1: implemented a statewide fee on single-use checkout bags that is estimated to reduce between 1.5 and 1.8 billion single-use checkout bags in Colorado each year.
 - Phase 2: starts January 2024; will ban polystyrene take-out food containers and single-use plastic checkout bags altogether.
 - Phase 3: starts July 2024; will lift the state preemption on local jurisdictions from banning plastics, creating opportunity for municipalities to take action to reduce plastics even further.
- Colorado Department Of Public Health And Environment Organics Diversion Study ([SB23-191](#))
 - Directs the Colorado Department of Public Health and Environment (CDPHE) to evaluate and create a plan for organics diversion,
 - Directs CDPHE to provide local governments guidance to identify types of infrastructure fitting for their jurisdictions and basic tools to help build that infrastructure.
- Standards For Products Represented As Compostable ([SB23-253](#))
 - Seeks to eliminate confusion and greenwashing of product end-of-life by eliminating misleading labeling and requiring certification of compostable products
- Consumer Right to Repair Digital Electronic Equipment ([HB24-1121](#))
 - All manufacturers to make it easier for consumers and independent electronics businesses to purchase the necessary equipment needed to repair devices themselves.



FIGURE 2: ESTIMATED REDUCTION IN SINGLE USE CHECK-OUT BAGS IN COLORADO



* Pre-PPRA bag use based on state population multiplied by estimates suggesting US residents use one bag per person per day. Estimated reductions based on actual results seen in the City of Boulder (70% reduction) and City of Aspen (85% reduction) after bag fee ordinance implementation.

FIGURE 1: STRATEGIES TO REDUCE: GOOD FOR THE ENVIRONMENT, GOOD FOR BUSINESS

In addition to the environmental and health benefits of reducing plastics, reducing unnecessary packaging and single-use items can save businesses significant amounts of money. Asking first how many items customers need or providing self-serve stations rather than automatically providing items can easily reduce plastics. Learn more about cost savings in Eco-Cycle's [Guide to Sustainable Serviceware](#).

Current Scenario						Reduction Scenarios	Reduce:50%		Reduce: 75%		Reduce: 90%	
Item	Cost per item*	Avg. # of customers per day	Avg. # of units given per customer	Units provided per year	Cost per year		Units provided per year	Cost per year	Units provided per year	Cost per year	Units provided per year	Cost per year
Straw	\$0.01	150	1	54,750	\$548		27,375	\$274	13,688	\$137	5,475	\$55
Ketchup packet	\$0.05	150	3	164,250	\$8,213		82,125	\$4,106	41,063	\$2,053	16,425	\$821
Utensil packet: fork, knife, spoon	\$0.04	150	1	54,750	\$2,190		27,375	\$1,095	13,688	\$548	5,475	\$219

*Cost based on prices for items on webstaurantstore.com as of July 2023.



Challenges

- Cultural shift
- Existing waste narratives
- Tourism population
- Staff capacity
- Enforcement
- Education
- Burden placed on individuals
- Items not within our control (e.g., production of goods)

Opportunities

- Resolution to achieve Zero Waste or Darn Close (90% or greater)
- Learning from other communities (e.g., Kamikatsu)
- Local support
- Regional collaborations
- State and federal legislation
- State and federal funding
- Education & outreach
- Interns
- New services becoming available (e.g., Bruin Waste composting services)
- Business opportunities

<https://storymaps.arcgis.com/stories/3c8bc609e8dd4672a3122dbecd5f18f3>



Moving forward

- The Mountain Village community is in support of the Town's goal of zero waste.
- Staff is engaged with the local and regional community, municipalities, and funding organizations.
- We are seeing a significant increase in state and federal legislation around zero waste actions, including on the production side.

In staff's opinion, it benefits us to be proactive in our efforts to achieve zero waste.





TOWN OF TELLURIDE

EST.1878

TO: Mountain Village Town Council
 FROM: Zoe Dohnal, Town of Telluride Deputy Town Manager
 DATE: June 20, 2024
 RE: Regional Youth Hangout Update and Next Steps

BACKGROUND:

The Shed Youth Hangout space is **ready** to begin its tenant finish with a move-in date of **mid/late September 2024**. Communities That Care (CTC) / TriCounty Health Network (TCHN), have agreed to manage the programming of the space.

Town of Telluride's Contribution Thus Far **numbers are approximate as the Shed was not financed separately from the rest of the VooDoo commercial space, so all numbers are pro-rated.*

The Town of Telluride has contributed the land, as well as the total development cost for the Shed, which is *approximately* \$520,000; this includes all pre-construction/construction/financing etc. The Town provided a \$185,000 subsidy from the capital fund to reduce the debt to \$335,000. Additionally, Town has invested \$10,000 toward design cost for the tenant improvements.

Shed Operational Expense

To provide a break-even operational subsidy on the debt service and landlord expenses the leaseholder (CTC) would pay *approximately* \$23,000/annually. Staff is working on updating these numbers to present-day operational costs.

CTC Operational Expense

CTC estimates the programming budget to be an additional \$81,348.20/annually. Attached you will find the CTCs projected operations budget for The Shed. There is a tab for half of the calendar year for 2024 and then the 2025 budget. TCHN/CTC has funding to support the youth coordinators wage for the rest of this calendar year but will need support in 2025 and beyond.

Tenant Finish (TI)

Through working with the students and staff of CTC in 8+ input meetings the final design by CCY offers 700sqft of programable space at *approximately* \$185,000 for the TI (working on this final number).

NEXT STEPS/FINANCIAL IMPACT

2024 Budget

1. Regional Partners will look at the 2024 budget to commit additional funds for the 700sqft of TI finishes, which can commence ASAP.
 - *approximately* \$185,000 or a three-way split of **\$61,666**
 *Staff is currently working on these final numbers.
 *This would be an additional **\$39,666** from TMV and SMC \$22,000 contribution thus far.



TOWN OF TELLURIDE

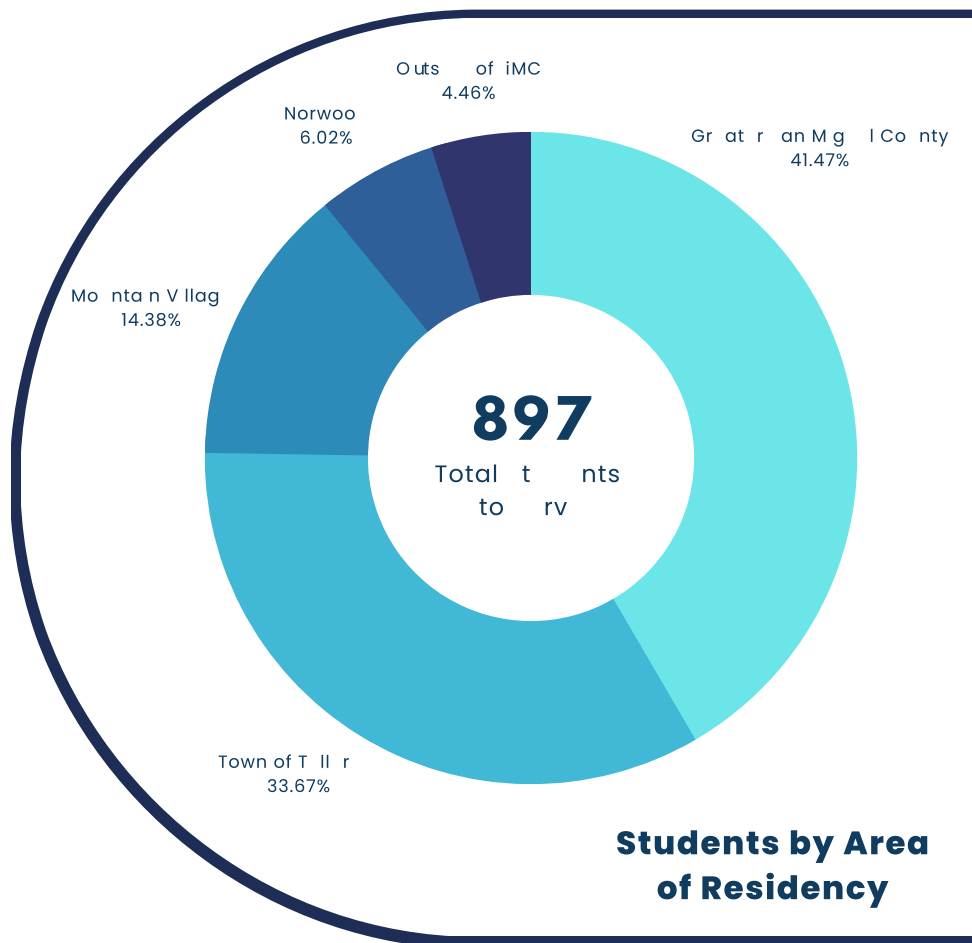
EST.1878

2. Regional Partners will look at the 2024 budget to commit additional funds to CTC's operational budget to operate starting September 2024 through year end 2024.
 - *approximately \$18,582.10 or a three-way split of **\$6,194***
**CTC is currently exploring grant funding to offset this remaining cost.*

2025 Budget and beyond

1. Regional Partners will look at future budget priorities to contribute to CTC's operational budget.
 1. *approximately \$105,000/annually or a three-way split of **\$35,000 annually.***
** CTC is will continue to explore grant funding to offset this cost.*
2. Town of Telluride, Town of Mountain Village, and San Miguel County look to enter into an agreement with CTC for operations and programing space.

Thank you all. Town of Telluride staff will continue this conversation as we finalize TI and operational numbers. We look forward to understanding each entity's dedication to contributing to this regional need.



Community Youth Hangout & Warming Hut

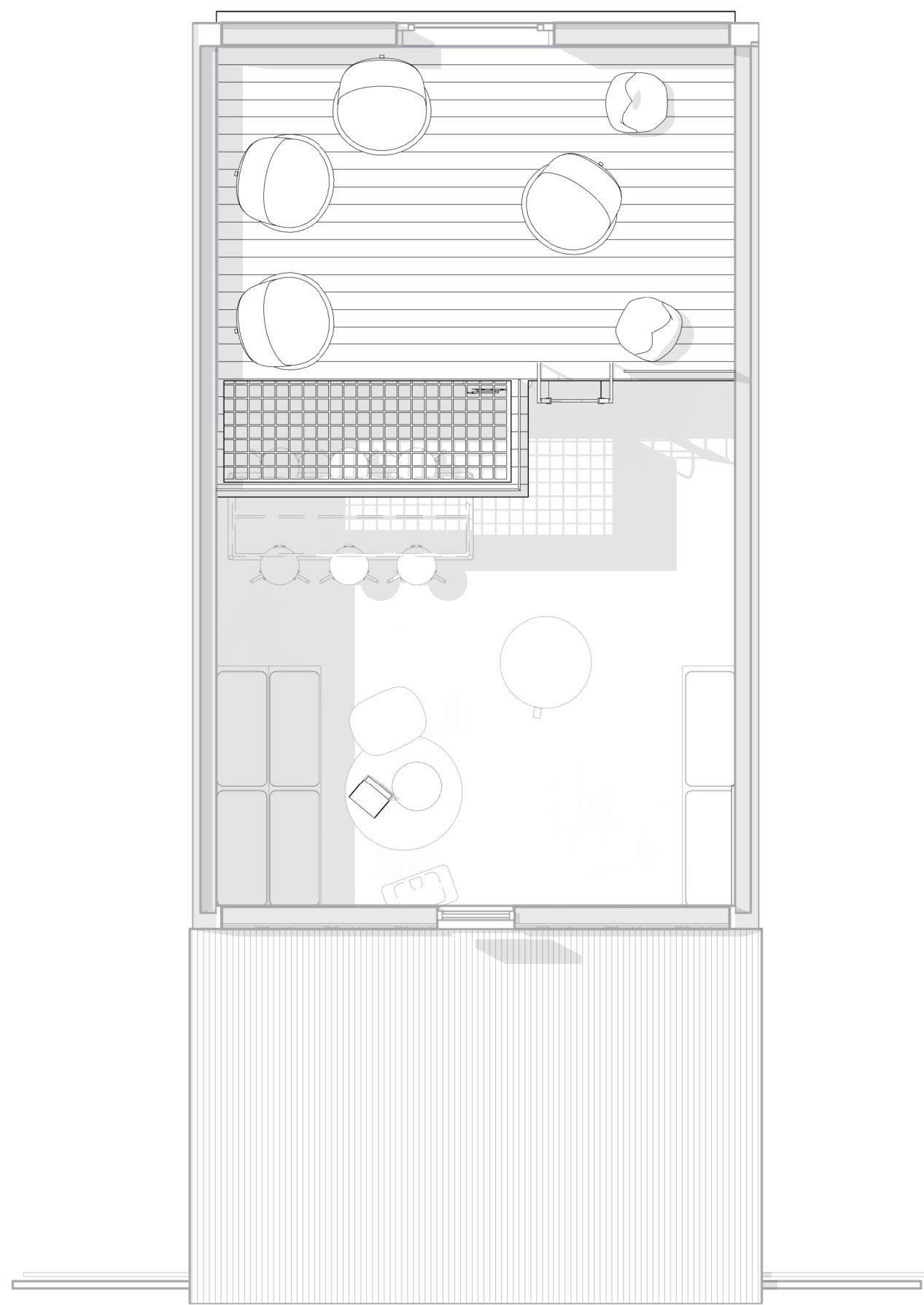
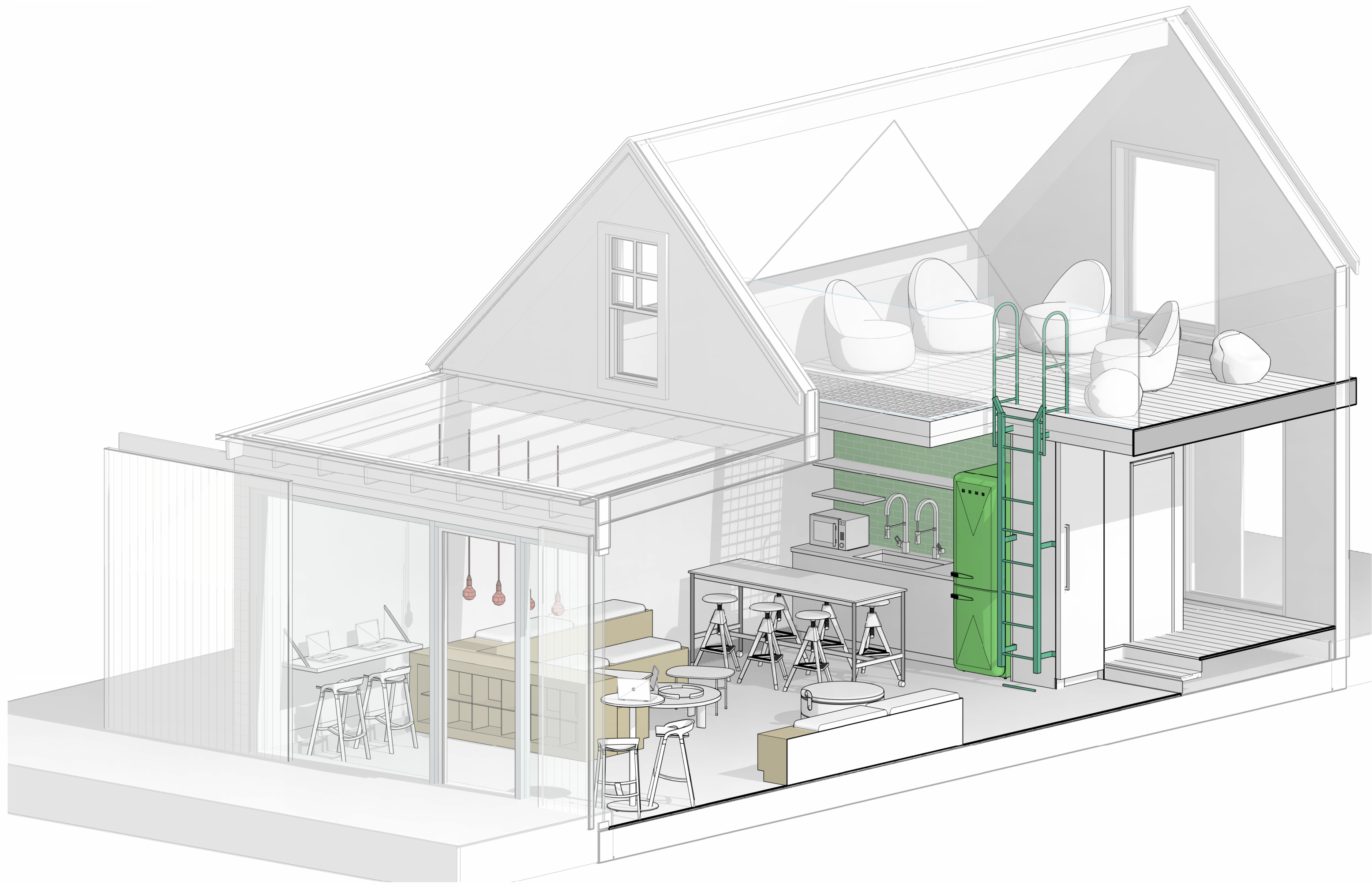
DEMOGRAPHICS

Targeted Youth Risk Factors

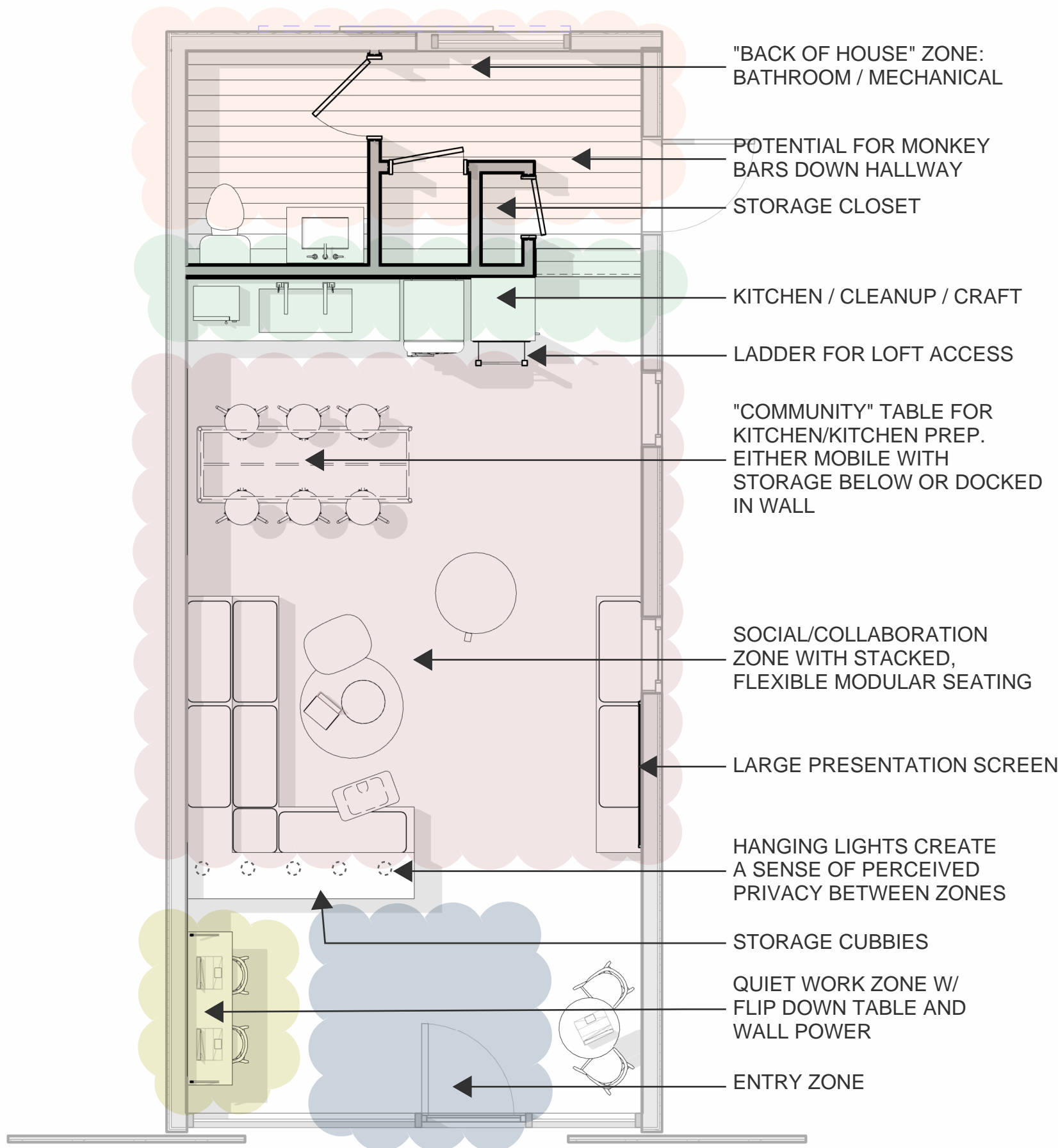
- Bullying
- Mental Health
- Alcohol Use
- Marijuana Use
- Tobacco Use

Protective Factors

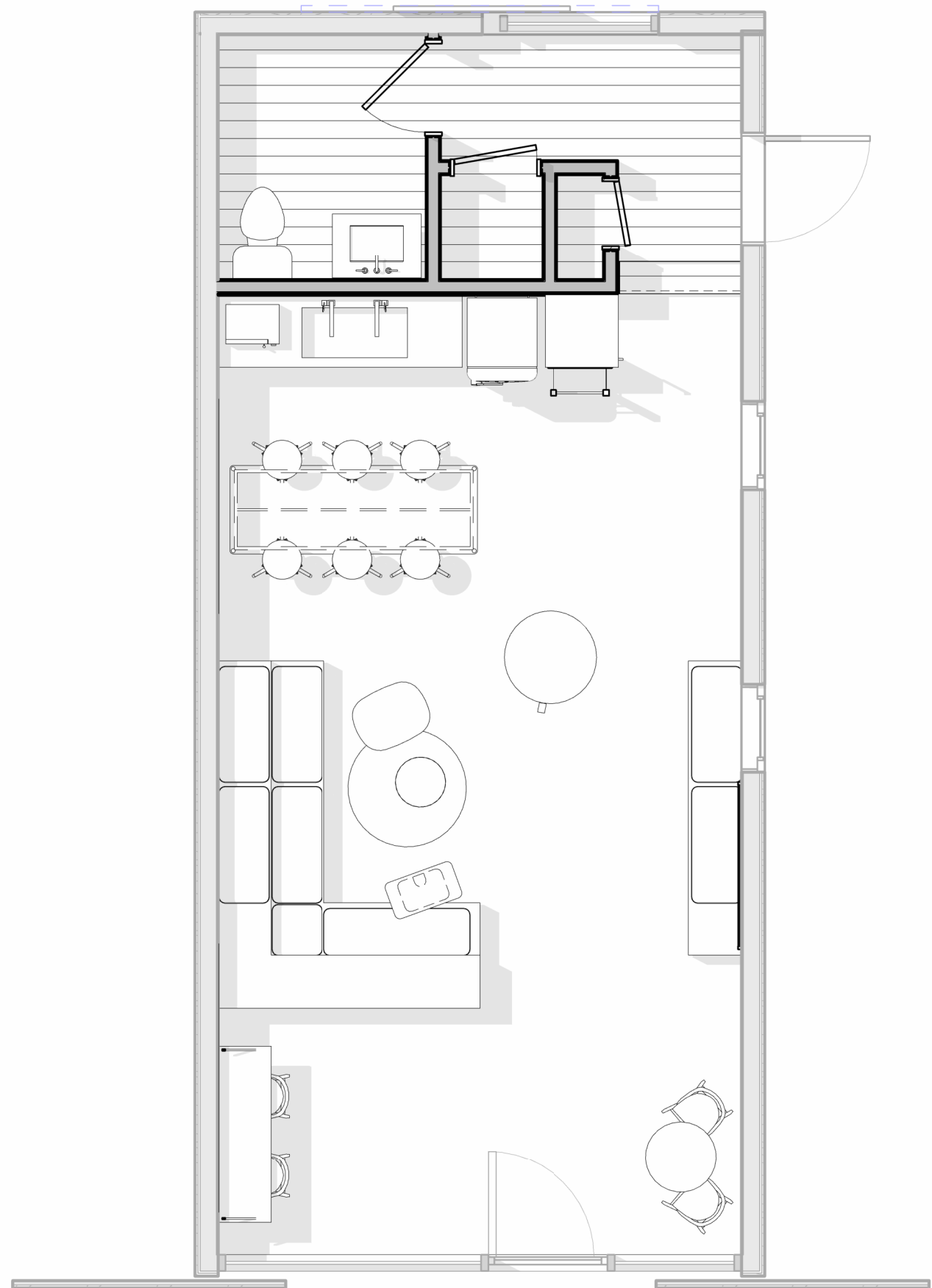
- 81% of TH students said they have an adult in their life they can go to with a serious problem.
- Protective factors related to sports & extracurriculars were particularly strong.



LOFT LEVEL - SPACE PLAN | 2
1/4" = 1'-0"



LEVEL 1 - SPACE PLAN ZONE
DIAGRAM | 3
1/4" = 1'-0"



LEVEL 1 - SPACE PLAN | 1
1/4" = 1'-0"

DATE:
03| 29| 2024

ISSUE:
-

PROJECT NUMBER:
23120

DRAWN BY: -- CHECKED BY: --

HISTORY:

REV. #	DATE	DESCRIPTION

SPACE PLAN +
3D VIEW

SCALE: 1/4" = 1'-0"

















The Shed Youth Hangout Yearly Expenses 2024

The Shed is a historic structure that sits roughly on the corner of Pacific Street and Willow Street in the town of Telluride. The Town of Telluride (TOT) government has initiated and overseen the process of The Shed's refurbishing so that the historic structure is preserved while also allowing for the internal space to serve as a youth hangout. Tri County Health Network is proposing a partnership with the TOT, San Miguel County, and the Town of Mountain Village to provide year-round programming for youth at the Shed as an extension of the Communities That Care Program (CTC). **This budget page represents funds needed for preparing for opening the Shed and operating it from September of 2024 to the end of 2024.**

Section 1: Organization Information		
Organization Name	Tri County Health Network	
Person Completing Form	Dawn Katz	
Dates of Budget	June 1, 2024- December 31, 2024	
Section 2: Revenue		
Source of Revenue	Description of Work Funded	Amount Funded
TCHN Funding	This funding will support 50% of the CTC Youth Coordinator position, including all school and coalition based activities.	\$ 28,592.00
Telluride Bluegrass Festival Beer Booth	CTC received \$5000 from TBF in 2023 for The Shed and have been chosen again to receive beer booth donations in 2024.This is not a guaranteed funding source moving forward.	\$ 5,000.00
The Rotary Club		
Town of Telluride		
San Miguel County		
Town of Mountain Village		
Total Revenue		\$ 33,592.00
Section 2: Expenditure Categories		
Personnel/Staff Time and Effort		
Position	Description of Work	Amount Charged to Contract
CTC Youth Coordinator	This expense supports the CTC Youth Coordinator's position which will be approximately half school and coalition based services (funded by TCHN) and half coordination for all programming and operations of The Shed.	\$ 28,592.00
CTC Interns	CTC Interns are paid to help with programming and organization of fellow students. 1 intern at \$20/hr x 5 hours/week	\$ 5,200.00
Spanish Outreach Navigator	A TCHN Spanish Outreach Navigator will provide outreach to Spanish-speaking families regarding all aspects of operations. When needed, they will provide staffing for Spanish-speaking youth.	\$ 2,420.00
Supervision and Reporting	Supervision for the CTC staff and oversight of The Shed programming.	\$ 6,100.00
Administrative Services	Finance, Human Resources, Operations	\$ 6,200.00
Marketing	The TCHN Marketing Team will promote all aspects of programming for The Shed through multimedia marketing materials.	\$ 3,350.00
Total Personnel		\$ 51,862.00
Supplies or Operating Expenses		
Type of Supply/Operating Expense	Description of Expense	Amount Charged to Contract
Materials/supplies	This will include activity supplies and materials for programming activities.	\$ 6,000.00
Food/snacks	Light food will be provided for activities and on hand for kids who are hungry	\$ 5,000.00
Cleaning	A professional cleaning service will attend to the Shed 1x/wk at \$125/visit to thoroughly clean and disinfect surfaces.	\$ 6,500.00
Rent, maintenance and utility costs	This will include the cost of facility rent, maintenance, and utilities (electricity, water/sewer/gas/trash/Wifi)	\$ 23,000.00
Insurance	Liability insurance to cover programming, staff, and program assets.	\$ 500.00
Subscriptions	Disney+\$180, PlayStation \$120, Anthem \$80, Humble Bumble \$150, Canva \$120, Spotify \$200	\$ 1,000.00
Total Supplies		\$ 42,000.00
Subcontracts		
Subcontractor Name	Description of Work	Amount Charged to Contract
Translation/Interpretation Services	A qualified interpreter will provide interpretation for events when needed. The website thewordpoint.com will provide a list of qualified interpreters.	\$ 1,000.00

Total Subcontracts		\$ 1,000.00
Other Expenses		
Expense	Description of Expense	Amount Charged to Contract
Indirect Expenses	10% Administrative Overhead (Rent for umbrella organization, Utilities, Technology, Payroll, etc.)	\$ 9,486.20
Total Other		\$ 9,486.20
Total Income		\$ 33,592.00
Total Expenses		\$ 104,348.20
Yearly Expenses x .5 (July-Dec)		\$ 52,174.10
Total Net Income		\$ (18,582.10)

The Shed Youth Hangout Yearly Expenses 2025

The Shed is a historic structure that sits roughly on the corner of Pacific Street and Willow Street in the town of Telluride. The Town of Telluride (TOT) government has initiated and overseen the process of The Shed's refurbishing so that the historic structure is preserved while also allowing for the internal space to serve as a youth hangout. Tri County Health Network is proposing a partnership with the TOT, San Miguel County, and the Town of Mountain Village to provide year-round programming for youth at the Shed as an extension of the Communities That Care Program (CTC). **This budget page represents funds needed for operating The Shed in 2025.**

Section 1: Organization Information		
Organization Name	Tri County Health Network	
Person Completing Form	Dawn Katz	
Dates of Budget	January 1, 2025- December 31, 2025	
	Section 2: Revenue	
Source of Revenue	Description of Work Funded	Amount Funded
TCHN Grant Funding	TCHN will continue to search for additional revenue sources to fund this project, but does not currently have any funding streams for this part time position in 2025.	
The Rotary Club		
Telluride Bluegrass Festival		
Town of Telluride		
San Miguel County		
Town of Mountain Village		
Total Revenue		
Personnel/Staff Time and Effort		
Position	Description of Work	Amount Charged to Contract
CTC Youth Coordinator	This expense supports the CTC Youth Coordinator's position which will be approximately half school and coalition based services (funded by TCHN). The other half of the coordinators wage for all programming and operations of The Shed funded by IG partners.	\$ 28,592.00
CTC Interns	CTC Interns are paid to help with programming and organization of fellow students. 1 intern at \$20/hr x 5 hours/week	\$ 5,200.00
Spanish Outreach Navigator	A TCHN Spanish Outreach Navigator will provide outreach to Spanish-speaking families regarding all aspects of operations. When needed, they will provide staffing for Spanish-speaking youth.	\$ 2,420.00
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Food/snacks	Light food will be provided for activities and on hand for kids who are hungry	\$ 5,000.00
Cleaning	A professional cleaning service will attend to the Shed 1x/wk at \$125/visit to thoroughly clean and disinfect surfaces, floors, and walls.	\$ 6,500.00
Rent, maintenance and utility costs	This will include the cost of facility rent, maintenance, and utilities (electricity, water/sewer/gas/trash/Wifi)	\$ 23,000.00
Insurance	Liability insurance to cover programming, staff, and program assets.	\$ 500.00
Subscriptions	Disney+\$180, PlayStation \$120, Anthem \$80, Humble Bumble \$150, Canva \$120, Spotify \$200	\$ 1,000.00
Total Supplies		\$ 42,000.00
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Subcontractor Name	Description of Work	Amount Charged to Contract
Translation/Interpretation Services	A qualified interpreter will provide interpretation for events when needed. The website thewordpoint.com will provide translation services.	\$ 1,000.00

Total Subcontracts		\$ 1,000.00
Other Expenses		
Expense	Description of Expense	Amount Charged to Contract
Indirect Expenses	10% Administrative Overhead (Rent for umbrella organization, Utilities, Technology, Payroll, etc.)	\$ 9,486.20
Total Other		\$ 9,486.20
Total Income		\$ -
Total Expenses		\$ 104,348.20
Total		\$ (104,348.20)

Topics for Later Discussion

Replacement of materials inside

Clear lease contract regarding rent, maintenance, and utility costs

Clear contract for operations/programming oversight

Youth developed programming

Summer programming and staffing

TOWN OF MOUNTAIN VILLAGE
Town Council Meeting
June 20, 2024
2:00 p.m.

During Mountain Village government meetings and forums, there will be an opportunity for the public to speak. If you would like to address the board(s), we ask that you approach the podium, state your name and affiliation, and speak into the microphone. Meetings are filmed and archived and the audio is recorded, so it is necessary to speak loud and clear for the listening audience. If you provide your email address below, we will add you to our distribution list ensuring you will receive timely and important news and information about the Town of Mountain Village. Thank you for your cooperation.

NAME: (PLEASE PRINT!!)

Len Rybicki

EMAIL: lenrybicki@hotmail.com

Anne Reissner

EMAIL: _____

PAUL SAVAGE

EMAIL: MONSIEURSAVAGE@GMAIL.COM

Jonathan Greenman

EMAIL: _____

Don Jansen

EMAIL: Jansen.dan@me.com

— Tim Royer

EMAIL: _____

Dawn Katz

EMAIL: d.katz@tchnetwork.org

Ryan McGovern

EMAIL: rmcgovern@telluride-co.gov

EMAIL: _____

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From: [Heather Knox](#)
To: [council](#)
Subject: Public Comment on Proposed Charter Amendments to Expand Voting for LLC's and Trusts
Date: Tuesday, June 18, 2024 4:16:54 PM

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

Honorable Mountain Village Town Council –

Thank you for hosting the public work session on June 16, 2024 to discuss the proposed charter amendments to expand voting rights to LLC's and Trusts brought forward by Town Council. I wanted to share my takeaways from the meeting. This is a long email and I would appreciate it if you read it all.

The majority of the people who spoke at the work session are not individuals who elected you because they cannot currently vote, and many of them are your peers. At the initial meeting on this agenda item, many of your constituents raised concerns and spoke against changing voting rights. There have also been many thoughtful written public comments by your constituents in opposition to this issue over the last three meetings. But the written public comments from your constituents seem to be ignored. Are council members not reading the letters? Why are Town Council members choosing to ignore the people who elected you?

It was unfortunate to see the TMVOA recap of the public work session that said: *"The majority of feedback provided by attendees was in favor of the proposed ordinances."* Many people who own properties in Trusts and LLC's came out and spoke in favor of it because they want to vote, but they are not your constituents. Clearly Trusts and LLC's already have power because many of the owners of these entities are your peers and they have conveyed to you that they want to vote, so Town Council brought it forward.

As you know TMVOA has an email list for everyone who pays dues. Of course, TMVOA can rally a crowd to speak in favor of this because there are so many individuals who own their property in LLC's and/or Trusts. Many who spoke are retired and have time to attend town council meetings. For working people, many who have families, going to Town Council meetings is very challenging. Although there was not a significant turnout of full-time residents who spoke at the work session (there were more at previous meetings) it does not mean that they are ambivalent or agree with this proposal. Voters trust their elected officials to make the best decisions on behalf of their families and our community because they do not have time to attend these meetings. Representing all of your constituents is so important in being an elected official.

Mountain Village has ~1,100 full time residents with 562 registered voters. There are 1,264 properties owned by LLC's and 199 owned by trusts. If LLC's and Trusts are awarded voting rights it will fully eclipse the voices of residents. Only those with very high socioeconomic status will be represented. I do not believe this is in the best interest of the Town of Mountain Village. We need the voices of part-time residents,

working families, homeowners, renters, and all who contribute to our community. The Town of Mountain Village community is not simply a homogenous high socioeconomic population. It is much richer than that. All your constituents need representation.

Additionally, if LLC's and Trusts are able to vote it will be a matter of time until a Corporation legally challenges for its voting rights. Once you move away from the language of voting rights for a "Natural Person", it will be difficult to defend against any entity asserting its right to vote.

Currently it is outlined that an LLC gets 2 votes if it is owned 50/50. An LLC is one entity. A Trust is one entity. No single entity should get 2 votes regardless of the ownership being evenly split.

Finally, I would like a legal review of the current voting rights for foreign non-resident property owners. In addition to being 18, is US citizenship a requirement for voting? If not, does that mean that those who meet the Resident requirements but are not US citizens allowed to vote? If this is the case it should be clearly publicized that our guest workers and residents should register and vote. Currently the proposed language for LLC's and Trusts does not specify US ownership as a requirement. This needs to be addressed on all fronts.

Thank you very much for taking the time to read my public comments. I hope you consider my input, and the many previous public comments from your constituents.

Thank you very much,

Heather Knox

Hknox9500@gmail.com

(970)729-3362

327 Adams Ranch Road #402

Mountain Village, CO 81435

From: [Julie Zahniser](#)
To: [council](#)
Subject: Allowing individuals who hold their Mountain Village property in LLCs or trusts to vote like other non-resident property owners
Date: Tuesday, June 18, 2024 11:51:43 AM

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

I would like to thank the council for their initiative in bringing up a proposed Amendment that would allow individuals who hold their Mountain Village property in LLCs or trusts to vote like other non-resident property owners.

My husband and I own a condo at Bear Creek Lodge and we currently live there about 5 months a year - 2 months in winter and 3 in the summer/fall. We plan to gradually increase our time in Colorado as we approach retirement. In the meantime, we rent our condo out when we are not in residence to cover some of our expenses. On the advice of our attorney, we hold our condo in an LLC because of potential liability for a slip and fall or similar incident.

We feel quite invested in the mountain village community and would like to be more engaged and to have the ability to vote. We feel we are similarly situated to many other homeowners who can vote because they did not choose the asset protection benefits of holding property in an LLC.

Thank you for considering the interests of people in our situation. It shows a council concerned with engagement and fundamental fairness and we

appreciate that, whatever the voters in the election ultimately decide.

Julie Zahniser
Bear Creek Lodge
135 San Joaquin Rd #304
Telluride, CO 81435

From: [Paul Savage](#)
To: [council](#)
Subject: Vote No on Expanding Non-Resident Voting
Date: Wednesday, June 19, 2024 4:23:32 PM

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

LOCAL GOVERNMENT, LOCAL RULE

Our first national civil liberty granted after the Bill of Rights was state and municipal sovereignty, when property ownership ceased to be a requisite for voting by 1860, and this entire nation observed the right for residents to rule themselves. As a nation, we eradicated ownership rule as all the power had been acquired by the upper class, and most people had absolutely no voice as rule was handed down through multi-generational wealth, and power and voice was only given to those who inherited it. This right proliferated for 135 years, until Mountain Village upended local democracy by residency, in favor of plutocracy by ownership. This soft coup continues today, with second homeowners claiming oppression, unless they get what no other municipality in this nation will give them, voting rights for corporations.

Owners have representation in the HOA, which is the same as 35,933 municipalities across this country. We are one of the 3 municipalities that stripped away local rule, and those municipalities represent less than 1% of 1%. Second homeowners already have far more representation here than every other ski resort in this country.

Second homeowners who set up their property as LLCs or trusts want the same rights as second homeowners who own their property as a natural person. With that statement I agree; neither class should get a vote. Voting is a right of residency, not a right of ownership. Votes are earned through residency, they are not to be bought and sold to the highest bidder.

Four times as many ownership votes exist as the number of adults who reside here. That number does not include the new hotels which have many more residences planned.

Would anyone support our upcoming national presidential election to be open to foreign residents, with foreigners given a majority voice deciding who should be our president?

Proponents of second homeowners voting speak of low participation, yet fully understand that past performance is no guarantee of future results.

Proponents speak of greater engagement, yet don't mention the evisceration of diversity. Is there any talk of allowing workers employed in Mountain Village, though residing elsewhere to get a vote? Some of them have been applying here for housing for nearly a decade. Working here year-round, certainly they understand this community better than those who vacation here for a week. Four times as many potential votes exist, eligible for purchase by only members of the highest socioeconomic class, those who can afford a vacation home in a posh resort community. Only the wealthiest, predominantly white individuals can afford to buy these votes. If passed, this will cease to be a representative government, but instead be a local plutocracy, with the Town Council providing nothing more than the illusion of democracy.

Town Council Members voted 5-2 in March favoring a similar proposal. The electorate decides on Town Council Members; Town Council Members should not decide on their electorate.

The second homeowners claiming no taxation without representation are forgetting the main reason we fought the revolution; freedom from non-resident rule by King George III. We revolted for sovereignty.

One resident, one municipal vote; one ownership, one homeowners association vote; just like everywhere else.

Local Government, Local Rule!

Paul Savage
MV homeowner & full-time resident dirtbag

117 Arizona St.
Mountain Village CO 81435
970-485-5687

Addendum

A few questions...

If you don't think this is an abomination of civil liberties, then why do you think the ACLU took on this case at great expense pro bono 30 years ago? That ruling was those second homeowners were natural persons, so therefore they could vote. Now we are going up against that ruling as both LLCs and trusts are not natural persons. How much will it cost to defend this next eventual lawsuit, when the ACLU fight returns to town?

Who gets to tell our valued undocumented immigrant neighbors that they have lost their right to vote in municipal elections, just like most every other municipalities in this country, decided by the new electorate? Who will then check their status when the new electorate decides only to allow US citizens affordable housing?

Who will stop the new electorate from replacing the banners proclaiming "Gay Ski Week. Thanks for coming out!" with banners that read "Thou shalt not lie with mankind, as with womankind: it is abomination. Leviticus 18:22"?

Who will stop the new electorate from enacting two separate residential tax rates, a higher one for locals who require more services like schools for local kids, with a much lower rate going to non-resident owners?

Who will stop the new electorate from remodeling VCA and selling off the units as ski-in/ski-out condos when they realize it is far cheaper to bus in employees? Who remembers when Telluride employees occupied Pandora, before Telluride gentrified the area into some of the most expensive houses in the area?

Conclusion

Do I know this new electorate will come up with horrible ideas and not represent our values locally? Absolutely not, for all I know they could make this town better. However, it is the existing electorate who has made this town what it is. It may not be perfect, however it is far better than the vast majority of municipalities that I know. It is far easier to mess up near-perfection than to improve it. We know our current electorate; we are likely to go forward with nuance, and slowly improve this community.

Consider all the horrible news we hear about happening elsewhere. Those could be our newest regulations. We don't know this new electorate, but what we do know is they want power and they won't give it back if we don't like the consequences. We don't know that they are looking to make nuanced changes, or radical changes. Why would we exchange near-perfection for the complete unknown?

Anyone who knows me, knows I have friends who own private jets, to woodsies who own nothing more than the clothes on their backs, and friends at every socioeconomic level in between. Despite living at my private residence on the golf course, I absolutely know that overwhelming the voter roles with only the wealthiest of individuals at the highest socioeconomic level to wholly make decisions that have to be obeyed by those at every socioeconomic level is a horrendous idea. Who do you think has it rougher in town, the working class or the leisure class? Why would we give the people who already have the most power, not just more power, but overwhelming controlling power?

If we pass the new Charter changes, second homeowner votes will far outnumber local votes. At that point, all the locals can do is wait and see what they will do. If we don't like it, we will have two choices: either choose to live under their rule, or leave.

From: [Suss](#)
To: [council](#)
Subject: Resident Only Voting
Date: Thursday, June 20, 2024 10:29:33 AM

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

Dear Mountain Village Town Council,

Please don't Expand Second Homeowner Voting
and Instead, Let's Eliminate Second Homeowner Voting.

Thanks for considering my opinion on this.

Best regards, David

David Sussman
415 Mountain Village Blvd.
Apt 6103
Mountain Village, CO 81435

Sent from my computer phone

From: [Tracy Walker](#)
To: [council](#)
Subject: No to expanding second homeowner voting
Date: Thursday, June 20, 2024 7:15:53 AM

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

To the Current Mountain Village Town Council:

Don't Expand Second Homeowner Voting!!
Local Government, Local Rule!
Tourists shouldn't get to decide how we should live.

Vote for local's rights!

Tracy Walker
Mountain Village resident
117 Arizona St
Mountain Village, CO
9707290453

Sent from my iPhone

From: Mike Shimkonis <shimmytelluride@gmail.com>
Sent: Thursday, June 20, 2024 3:01 PM
To: Patrick Latcham <patrick@tmvoa.org>
Cc: Michelle Haynes <MHaynes@mtnvillage.org>; TMVOA <info@tmvoa.org>
Subject: Re: Voting Rights for Non-Resident Homeowners

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

Hi Patrick,

Thanks for the follow up. I am objecting to the proposed voting structure for a multitude of reasons. Giving two people in an LLC the right to vote for one property is not fair, it is unacceptable and provides unequal weighting for voting. I have followed this matter from afar and am now commenting because of this lopsidedness.

More consideration must be given under different scenarios. I moved our home into a trust recently for estate planning purposes. That seems to take away a vote for either my wife or myself, and for my 18-year old son who is living with us. Only allowing one vote for a trust does not address issues like this. How does it affect a resident like my son or my spouse? Why should an LLC get two votes? That does not make sense or, at the least, the logic behind this has not been publicized.

I don't know what person, people or faction are behind this but I strongly urge the MVOA and, if appropriate, the town council, to postpone this matter until MVOA clearly discloses ALL scenarios of our voting rights and more discussion ensues. I own properties in Mountain Village personally, in trusts, in a partnership, and in LLC's (some with two members and others with more) and have been a full-time resident in Mountain Village since 1994.

Sincerely,
Mike Shimkonis