

**TOWN OF MOUNTAIN VILLAGE
TOWN COUNCIL REGULAR MEETING
THURSDAY, FEBRUARY 20, 2025 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_PWRPG7VVRtqc7Dh-eeztBw

Please note that times are approximate and subject to change.

	Time	Min	Presenter	Type	
1.	2:00				Call to Order
2.	2:00	130	Legal		Executive Session for the Purpose of: <ol style="list-style-type: none"> a. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding the Ilium Community Housing Parcel Pursuant to C.R.S. 24-6402(4)(e) b. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding Wastewater Treatment Plant Pursuant to C.R.S. 24-6402(4)(e) c. Receiving Legal Advice on Specific Legal Questions Under CRS 24-6-402(4)(b) and to Instruct Negotiators Under C.R.S. 24-6-402(4)(e) Regarding Pending TMVOA Litigation d. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators in Connection with Lot 109-R Pursuant to 24-6-402(e), C.R.S. e. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding the Acquisition of Land Pursuant to C.R.S. 24-6-402(4)(a),(b), and (e) f. Receiving Legal Advice on Specific Legal Questions Related to Taxes and Fees Pursuant to C.R.S. Section 24-6-402(4)(b) g. Receiving legal advice on specific legal questions pursuant to CRS 24-6-402(4)(b), specifically regarding pending litigation in Masson vs. BOCC, et al.
3.	4:10	5			Public Comment on Non-Agendized Items

**TOWN COUNCIL MEETING
AGENDA FOR FEBRUARY 20, 2025**

	Time	Min	Presenter	Type	
4.	4:15	5	Nelson Soukup Pittenger		Staff Introductions: a. Sierra Vargas, Administrative Assistant b. Tony Pineda, VCA Maintenance Technician c. Pat Drew, SCADA Administrator
5.	4:20	5	Johnston	Action	Consent Agenda: All matters in the Consent Agenda are considered to be routine by the Town Council and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately: a. Consideration of Approval of January 16, 2025 Regular Town Council Meeting Minutes b. Consideration of Approval of January 28, 2025 Special Town Council Meeting Minutes
6.	4:25	5	Wisor	Action	Council Member Appointments: a. Region 10 b. Colorado Flights Alliance
7.	4:30	5	Lemley Newell	Action	Mountain Village Housing Authority: a. Appointment of One Resident Seat for a Two-Year Term on the VCA Resident Committee
8.	4:35	10	Lemley	Action	Consideration of Approval of December 31, 2024 Preliminary Financials
9.	4:45	10	Lemley Pittenger	Action	Consideration of Approval of a Resolution Appropriating Sums of Money Related to Boiler Replacements
10.	4:55	10	Wisor	Informational	Department Updates and Business & Government Activity Report (BAGAR)
11.	5:05	5	Wisor	Action Legislative	Consideration of Approval of an Intergovernmental Agreement Between San Miguel County and Town of Mountain Village Concerning Noxious Weed Management and Control Services
12.	5:10	20	Walters	Work Session	Discussion Regarding the Distribution of MCH Pheromone Packets to Prevent Douglas Fir Beetles
13.	5:30	15			Dinner
14.	5:45	15	Forsythe Ward Kirn	Work Session	Discussion Regarding the Potential Update of the Currently Adopted Renewable Energy Mitigation Program (REMP) Form and its Calculations
15.	6:00	15	Bulson McConaughy Butt	Action Legislative	Consideration of a Memorandum of Understanding Between the Ilium Property Owners Association and the Town of Mountain Village for Shared Water Facilities (and Separate Legal Water) as it Relates to the Ilium Housing Parcel in Ilium Valley and Consideration of Existing

**TOWN COUNCIL MEETING
AGENDA FOR FEBRUARY 20, 2025**

	Time	Min	Presenter	Type	
					and New Water Facilities
16.	6:15	5	Bulson Ward	Action <i>Quasi-Judicial</i>	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Clarifying and Correcting the Density Allocated to Lots 1001 and 1005R, Commonly Called Village Court Apartments
17.	6:20	5	McConaughy	Action <i>Legislative</i>	Second Reading, Public Hearing and Council Vote on an Ordinance Amending Town Use Tax Provisions
18.	6:25	10	Holmes Lemley	Action <i>Legislative</i>	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance and Code Amendment for Mayoral and Council Compensation
19.	6:35	5	Nelson Hawkins	Action <i>Quasi-Judicial</i>	Consideration of a Resolution Approving a Height Variance Application for Lot 161A-R2, Unit 1, TBD Raccoon Lane, Pursuant to CDC Section 17.4.16 <i>This Item was Continued from the January 16, 2025, Regular Town Council Meeting - The Applicant has Requested that this Item be Tabled Indefinitely</i>
20.	6:40	5	Nelson Hawkins	Action <i>Quasi-Judicial</i>	Consideration of a Resolution Approving a Major Subdivision for Lot 161A-R2, Unit 1, Pursuant to Section 17.4.13 of the CDC <i>This Item was Continued from the January 16, 2025, Regular Town Council Meeting - the Applicant has Requested that this Item be Tabled Indefinitely</i>
21.	6:45	5	Nelson Hawkins	Action <i>Quasi-Judicial</i>	First Reading, Setting of a Public Hearing, and Council Vote on an Ordinance Regarding a Rezoning of Lot 161A-R2, Unit 1, TBD Raccoon Lane, Pursuant to Section 17.4.9 of the CDC <i>This Item was Continued from the January 16, 2025, Regular Town Council Meeting - The Applicant has Requested that this Item be Tabled Indefinitely</i>
22.	6:50	5	Nelson	Action Legislative	Consideration of a Resolution Approving Amendments to the Town of Mountain Village Your Equity Support (YES) Program Guidelines
23.	6:55	10	Kirn	Informational	Updates on Grants Awarded in 2025 and Update on Expectations for Federal Grants
24.	7:05	20	Council Members	Informational	Council Boards and Commissions Updates: <ul style="list-style-type: none"> 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)

**TOWN COUNCIL MEETING
AGENDA FOR FEBRUARY 20, 2025**

	Time	Min	Presenter	Type	
					<ul style="list-style-type: none"> – 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. Infrastructure Committee – Duprey & Magid 12. Telluride Conference Center Committee – Duprey & Magid 13. Miscellaneous Boards and Commissions 14. Mayor's Update
25.	7:25	5			Other Business
26.	7:30				Adjourn

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

Public Comment Policy:

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



TOWN OF MOUNTAIN VILLAGE
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Mountain Village, CO 81435
970-728-8000
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mvclerk@mtnvillage.org
Agenda Item 5a

**TOWN OF MOUNTAIN VILLAGE
MINUTES OF JANUARY 16, 2025
REGULAR TOWN COUNCIL MEETING**

The meeting of the Town Council was called to order by Mayor Marti Prohaska at 2:00 p.m. on Thursday, January 16, 2025. 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
Jack Gilbride (Absent)
Harvey Mogenson
Pete Duprey
Tucker Magid
Huascar E. Gomez (Rick)

Also in attendance were:

Paul Wisor, Town Manager
Michelle Bulson, Assistant Town Manager
Susan Johnston, Town Clerk
Mae Eckard, Deputy Town Clerk
David McConaughy, Town Attorney
Drew Nelson, Housing Director
Amy Ward, Community Development Director
Kathrine Warren, Communications Manager
J.D. Wise, Economic Development Director
Molly Norton, Business Development Manager
Lauren Kirn, Sustainability and Grants Project Manager
Lizbeth Lemley, Finance Director
Brittany Newell, Rental Properties Manager
Chris Broady, Police Chief
Jim Loebe, Director of Transit & Recreation
Jaime Holmes, Director of Human Resources
Claire Perez, Planner II
Rodney Walters, Forester/GIS Assistant
Lars Forsythe, Chief Building Official
Lauren Tyler, GIS Administrator
Scott Pittenger, Public Works Director
Lindsay Niehaus, Benefits Coordinator
Conor Intemann, Gondola Maintenance Manager

Stephanie Fanos
Sherri Reeder
Patrick Latcham
Anton Benitez
Gretchen Koitz
Kenny Maenpa
Madeline Gomez
Adam Singer
Chris Hawkins
Len Rybicki
Tommy Hein
Anne Reissner
Pedro Maquera
Michael J. Collins
Susan Ensor

Jim Soukup, Chief Technology Officer
Chambers Squier, Mountain Munchkins Director

Public Comment on Non-Agenda Items (2)

There was no public comment.

Staff Introductions: (3)

Assistant Town Manager Michelle Bulson introduced Housing Director Drew Nelson.

Consent Agenda: (4)

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

- a. **Consideration of Approval of December 12, 2024 Regular Town Council Meeting Minutes**

Town Clerk Susan Johnston presented. Council discussion ensued. On a **MOTION** by Pete Duprey and seconded by Huascar (Rick) Gomez, Council voted unanimously to approve the December 12, 2024 Town Council Meeting Minutes with a clerical correction.

Liquor License Authority: (5)

- a. **Consideration of Re-Certification of the Mountain Village Promotional Association and Common Consumption Area**

Susan Johnston presented. Council discussion ensued. On a **MOTION** by Huascar (Rick) Gomez and seconded by Harvey Mogenson, Council voted unanimously to approve the Re-Certification of the Mountain Village Promotional Association and Common Consumption Area with the following conditions:

- Applicant shall provide an updated insurance certificate to the Clerk's office by June 1, 2025 to show coverage for the remainder of the 2025 calendar year.
- Applicant will provide a summer security plan agreement before the April 24, 2025 Town Council meeting.

Consideration of Appointments: (6)

- a. **Consideration of Appointment to the Ethics Commission**

Susan Johnston presented. Council discussion ensued. On a **MOTION** by Huascar (Rick) Gomez and seconded by Harvey Mogenson, Council voted (4-2) to appoint Sterling Parks to the Ethics Commission for an alternative seat and two-year term expiring January 2027.

On a **MOTION** by Harvey Mogenson and seconded by Tucker Magid, Council voted unanimously to

convene as the Town of Mountain Village Housing Authority.

Mountain Village Housing Authority: (7)

a. Appointment of One Resident Seat for a Two-Year Term on the VCA Resident Committee

Finance Director Lizbeth Lemley and Rental Properties Manager Brittany Newell presented. Council discussion ensued. Applicants Michael Collins, Pedro Maquera, and Susan Ensor introduced themselves. Ms. Ensor had not been included in the Town Council packet materials and because of this Council felt that this oversight did not provide them with enough information to consider the appointment. On a **MOTION** by Pete Duprey and seconded by Tucker Magid, Council voted unanimously to continue this agenda item to the February 20, 2025 Regular Town Council Meeting.

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

Department Updates and Business & Government Activity Report (8)

Town Manager Paul Wisor, Chief of Police Chris Broady, Forester/GIS Assistant Rodney Walters, and Public Works Director Scott Pittenger presented. Council discussion ensued.

First Reading, Setting of a Public Hearing, and Council Vote on an Ordinance Amending Town Use Tax Provisions (9)

Town Attorney David McConaughy presented. Council discussion ensued. On a **MOTION** by Mayor Marti Prohaska and seconded by Scott Pearson, Council voted (6-0) to approve on first reading, an Ordinance Amending Town Use Tax Provisions as presented in the packet, and to set a public hearing and second reading for the February 20, 2025 Regular Town Council Meeting.

First Reading, Setting of a Public Hearing, and Council Vote on an Ordinance to Consider a Rezone and Density Transfer Application for Lot 908 Per Community Development Code Sections 17.4.9 and 17.4.10 *Continued from the December 12, 2024 Regular Town Council Meeting* (10)

Housing Director Drew Nelson presented. The applicant requested that the application be withdrawn from Town Council's consideration.

Consideration of a Resolution Approving a Height Variance Application for Lot 161A-R2, Unit 1, TBD Raccoon Lane, Pursuant to CDC Section 17.4.16 (11)

Drew Nelson presented. Staff requested that this agenda item be continued to the February 20, 2025 Regular Town Council Meeting. On a **MOTION** by Scott Pearson and seconded by Huascar (Rick) Gomez, Council voted unanimously to continue this agenda item to the February 20, 2025 Town Council Meeting.

Consideration of a Resolution Approving a Major Subdivision for Lot 161A-R2, Unit 1, Pursuant to Section 17.4.13 of the CDC (12)

Drew Nelson presented. Staff requested that this agenda item be continued to the February 20, 2025 Regular Town Council Meeting. On a **MOTION** by Huascar (Rick) and seconded by Tucker Magid, Council voted unanimously to continue this agenda item to the February 20, 2025 Regular Town Council Meeting.

First Reading, Setting of a Public Hearing, and Council Vote on an Ordinance Regarding a Rezoning of Lot 161A-R2, Unit 1, TBD Raccoon Lane, Pursuant to Section 17.4.9 of the CDC (13)

Drew Nelson presented. Staff requested that this agenda item be continued to the February 20, 2025 Regular Town Council Meeting. On a **MOTION** by Huascar (Rick) Gomez and seconded by Harvey Mogenson, Council voted unanimously to continue this agenda item to the February 20, 2025 Regular Town Council Meeting.

Discussion Regarding Amending the Your Equity Support (YES) Program Guidelines (14)

Drew Nelson, Paul Wisor and David McConaughy presented. Council discussion ensued. Council directed staff to present an Ordinance for first reading at the February 20, 2025 Town Council meeting.

Council took a break from 3:27 p.m. to 3:35 p.m.

Discussion Regarding a Potential Road Right-of-Way Encroachment at Lot 7 TBD Vischer Drive (15)

Planner II Claire Perez, Applicant Chris Hawkins and Architect Tommy Hein presented. Council discussion ensued.

Discussion Regarding Town Council Compensation Increase for June 2025 Effective Date (16)

Human Resources Director Jaime Holmes and Lizbeth Lemley presented. Council discussion ensued regarding alternative approaches. Council directed staff to proceed with an Ordinance.

Telluride Regional Airport Authority (TRAA) Bi-Annual Report (17)

Telluride Regional Airport Authority Manager Kenny Maenpa presented. Council discussion ensued.

Council Boards and Commissions Updates: (18)

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. Infrastructure Committee – Duprey & Magid
12. Telluride Conference Center Committee – Duprey & Magid
13. Miscellaneous Boards and Commissions
14. Mayor’s Update

Other Business (19)

There was no other business.

Executive Session for the Purpose of: (20)

- a. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding Acquisition of 622 Mountain Village Boulevard Pursuant to C.R.S. 246402(4)(e)
- b. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding the Ilium Community Housing Parcel Pursuant to C.R.S. 24-6402(4)(e)
- c. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding Wastewater Treatment Plant Pursuant to C.R.S. 24-6402(4)(e)
- d. Receiving Legal Advice on Specific Legal Questions Related to Proposed Vacancy Tax Pursuant to C.R.S. Section 24-6-402(b)
- e. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding the Acquisition of Land Pursuant to C.R.S. 24-6-402(4)(a),(b), and (e)
- f. Conference with the Town Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions Under C.R.S. 24-6-402(4)(b), Specifically Regarding Pending Litigation in Masson vs. San Miguel County, et al.
- g. Conference with the Town Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions Under C.R.S. 24-6-402(4)(b), Specifically Regarding Pending Litigation in Masson vs. San Miguel County, et al., and Town of Mountain Village v. Alexander
- h. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding Imposition of Lift Ticket Tax or Fee Pursuant to C.R.S. 24- 6-402(4)(e)

Council took a break from 5:15pm to 5:25pm

On a **MOTION** by Tucker Magid and seconded by Harvey Mogenson, Council voted unanimously to move into Executive Session at 5:25p.m. for the purpose of:

- a. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding Acquisition of 622 Mountain Village Boulevard Pursuant to C.R.S. 246402(4)(e)
- b. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding the Ilium Community Housing Parcel Pursuant to C.R.S. 24-6402(4)(e)
- c. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding Wastewater Treatment Plant Pursuant to C.R.S. 24-6402(4)(e)
- d. Receiving Legal Advice on Specific Legal Questions Related to Proposed Vacancy Tax Pursuant to C.R.S. Section 24-6-402(b)
- e. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding the Acquisition of Land Pursuant to C.R.S. 24-6-402(4)(a),(b), and (e)
- f. Conference with the Town Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions Under C.R.S. 24-6-402(4)(b), Specifically Regarding Pending Litigation in Masson vs. San Miguel County, et al.
- g. Conference with the Town Attorney for the Purpose of Receiving Legal Advise on Specific Legal Questions Under C.R.S. 24-6-402(4)(b), Specifically Regarding Pending Litigation in Masson vs. San Miguel County, et al., and Town of Mountain Village v. Alexander
- h. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding Imposition of Lift Ticket Tax or Fee Pursuant to C.R.S. 24- 6-402(4)(e)

There being no further business the meeting was adjourned at 7:20 p.m.

Respectfully prepared by,

Respectfully submitted by,

Mae Eckard
Deputy Town Clerk

Susan Johnston
Town Clerk



TOWN OF MOUNTAIN VILLAGE

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Agenda Item 5b

**TOWN OF MOUNTAIN VILLAGE
MINUTES OF JANUARY 28, 2025
SPECIAL TOWN COUNCIL MEETING**

The meeting of the Town Council was called to order by Mayor Pro Tem Scott Pearson at 5:00 p.m. on Tuesday, January 28, 2025. 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 (Zoom)

Scott Pearson, Mayor Pro Tem

Jack Gilbride (Absent)

Harvey Mogenson

Pete Duprey

Tucker Magid (Absent)

Huascar E. Gomez (Rick)

Also in attendance were:

Paul Wisor, Town Manager

Michelle Bulson, Assistant Town Manager

Susan Johnston, Town Clerk

Mae Eckard, Deputy Town Clerk

Amy Ward, Community Development Director

Kathrine Warren, Communications Manager

J.D. Wise, Economic Development Director

Lauren Kirn, Sustainability and Grants Project Manager

Lizbeth Lemley, Finance Director

Chris Broady, Police Chief

Jim Loebe, Director of Transit & Recreation

Jaime Holmes, Director of Human Resources

Scott Pittenger, Public Works Director

Jim Soukup, Chief Technology Officer

Conor Intemann, Gondola Maintenance Manager

Rob Johnson, Gondola Operations Manager

Juan Rivera, Rental Properties Coordinator

Gary Daab, Gondola Supervisor

Jon Hirschfeld, Gondola Maintenance

Ed Parks

Miles Graham

Maddy Unger

David Averill

Amber Blake

Anton Benitez

John Miller

Rube Felicelli

Pam Pettee

Chad Horning

Frost Prioleau

Pete Williams

Gaargi Kulkarni

J. Meehan Fee

Janice Gerona

Michaela Perrone

Peter Pisters

Owen Perkins

Lindsay Mills



TOWN OF MOUNTAIN VILLAGE

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Marisa O'Connor
Mereke Carrizosa
Mike Proctor
Sherri Reeder
Steve Burzinski (SWD)
Tony K
Jeff Roberts (Telluride Regional Medical Center)
John Miller
Jeff McKelvey (AECOM)
Jim Royer
Steve Schramm

Ed Healy
Allison McClain
Allen Watson
Michael's iPad
Jolana Vanek
Patrick Latcham
Zephyr Basham
Mark Abshire
Jim Easter
Janice Gerona

Senior Project Manager Amber Blake introduced the Gondola Station Planning team: Town Manager Paul Wisor, Transit & Recreation Director Jim Loebe, Gondola Maintenance Manager Conor Intemann, SMART Executive Director David Averill, Chad Horning (Telski), Anton Benitez (TMVOA), Pete Williams (SE Group), Facilitator Miles Graham (GBSM), Ed Parks (AECOM), and Jim Royer (TMVOA).

Introduction: (1)

- Meeting Agenda
- Project Overview
- Why Project is Needed

Amber Blake presented. Council discussion ensued.

Review of Gondola Project Governance Structure: (2)

Pete Williams presented. Council discussion ensued.

Leadership Decisions Approved to Date: (3)

Miles Graham presented. Council discussion ensued.

Gondola Project Planning v. Station Area Planning: (4)

- Boundaries and Definitions
- Project Goals
- Schedule

Ed Parks presented. Council discussion ensued.

Station Area Planning Design Criteria: (5)

Ed Parks presented. Council discussion ensued.

Public Comment: (6)

Public comments were received by Anton Benitez, Marisa O'Connor, Michael, Emory, Jeff Roberts, Paul Savage, Jolana Vanek, Jim Easter, Frost Prioleau, Janice Gerona, and Zephyr Basham.

Next Steps: (7)

There being no further business the meeting was adjourned at 6:18 p.m.

Respectfully prepared by,

Mae Eckard
Deputy Town Clerk

Respectfully submitted by,

Susan Johnston
Town Clerk

DRAFT



TOWN OF MOUNTAIN VILLAGE HOUSING AUTHORITY
VILLAGE COURT APARTMENTS
 415 Mountain Village Blvd. Suite 1
 Mountain Village, CO 81435
 970-728-9117 Pho
 970-728-1318 Fax

TO: Town of Mountain Village Housing Authority
FROM: Brittany Newell, Rental Properties Manager
FOR: Meeting of February 20th, 2025
RE: Appointment of vacant seat on VCA Resident Committee

Introduction

Town Council directed the formation of the VCA resident advisory committee in December of 2019. The committee currently has one vacant seat, and staff has received four applications. Due to incomplete packet materials in January, this item was continued to the February council meeting.

Attachments:

- A. VCA Resident Advisory Committee Framework – for background and reference
- B. Applications listed in the order they were received
 - o Susan Ensor
 - o Sterling Parks
 - o Michael Collins
 - o Pedro Maquera

VCA Resident Advisory Committee Framework

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

Existing VCA Resident Committee Members and terms

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

Existing VCA Committee Members

Members	Position	Appointed	Term Expires
Valentina Estrella		July '24	July '26
Ursula Cristol		July '24	July '26
Luke Kernell		March '24	March '26
Trevor Browning		March '23	March '25

Staff recommends that the applicants speak to their interest and qualifications and will read letters on behalf of applicants unable to attend. Susan Ensor, Michael Collins and Pedro Maquera spoke during the January Council meeting.

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

- o Susan Ensor, lived at VCA for four (4) years
- o Sterling Parks, lived at VCA for four (4) years
- o Michael Collins, lived at VCA for one (1) year
- o Pedro Maquera, lived at VCA for twelve (12) years

RECOMMENDED.MOTION

I.MOVE.TO.APPOINT.(((((((((((((((((((?).TO.COMPLETE.THE.VACATED.SEAT;.TERM.TO.EXPIRE.IN.JULY.8682

VCA Resident Committee Applications

Susan Ensor

<p>Why would you like to serve on this committee? / ¿Por qué le gustaría formar parte de este comité? :</p>	<p>I would be responsive to the residents of VCA, open to considering all concerns. I also have recommendations for improved lighting to protect our dark skies and bird population, while promoting nighttime safety for human residents.</p> <p>Serving on the Town Council VCA committee would be an opportunity to learn more about our recycling program and contribute to that effort. I applaud the gains made in that area, particularly composting, and plastic film recycling.</p> <p>As a resident of Mountain Village for almost 9 years, and a resident of Telluride/Mountain Village for 20 years, I look forward to giving back to my community. I speak some Spanish and I continue learning.</p> <p>My work in the Telluride Middle High School keeps me connected to VCA and area residents. The community garden, the dog park, and visitor parking are important additions since my first VCA residence in 2010-11.</p>
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What would you be able to contribute to the committee? / ¿Qué podría aportar al comité?:

I would contribute my knowledge of the area as a qualifying VCA resident since 2006. I worked for TS&G at least three years, which gives me some understanding of current TS&G residents at VCA. I'm also acquainted with some of the gondola operators/VCA residents since their years as local high school students,

My understanding of affordable housing availability is significant to my wish to contribute. to the committee and Town Council. I was on the VCA waitlist for 12 years while I rented on the free market, with the support of a Section 8 Housing Allowance for most of that time. Since 2006 I have been employed in our public schools, pre K-12, and I watch the school district's efforts to house their employees.

As of 2010, I've served in three positions related to Bluegrass Festival parking in Mountain Village. In those roles I've worked with the Mountain Village Police, particularly with code enforcement. I'd like to continue working to protect VCA resident parking at that time. This is also part of my work in supervising the Bluegrass parking at Lot R, which serves the Town of Mountain Village and VCA residents year round.

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

Yes / Si

Sterling Parks

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

I would like to serve on the VCA residence committee because I am passionate about advocating for the best interests of our local community. I believe being involved in local government is essential for fostering positive change and ensuring that the voices of residents are heard. I am eager to collaborate with fellow committee members and residents to address concerns, promote community engagement, and work towards solutions that benefit everyone. This role would not only allow me to give back to the community but also deepen my understanding of local governance and its impact on our daily lives.

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

I believe I can bring several valuable contributions to the committee. First and foremost, I have a strong commitment to community engagement and advocacy, which will help ensure that the voices of residents are represented in our discussions and decisions. I am also a good listener and open to diverse perspectives, which I think is crucial for fostering collaboration and understanding. Additionally, my experience as the Assistant Director of Finance at the Franz Klammer Lodge and my education in Chemical Engineering and Holistic Science provide me with a multidisciplinary approach to problem-solving and decision-making which I can leverage to help the committee effectively address local issues and implement initiatives.

Michael Collins

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

to listen and share for the betterment of our entire community.

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

promoting the best interest of VCA residents and listening/sharing how our community interacts as a whole and encouraging more VCA resident involvement within the opportunities we currently have ie; gardening etc.

Pedro Maquera

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

I would like to help my community see their needs, listen and talk to my neighbors, and help them look for the best for our community

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

I have a background in community-focused roles, having previously worked with a Tri-County Health Network, where I assisted my community with health insurance needs and developed impactful programs. For the past 10 years, I have been part of the hospitality industry, managing Element52 and their HOA. These experiences have equipped me with the skills and insights to identify opportunities and implement meaningful changes. I am committed to using my expertise to collaborate with my neighbors, understand their needs, and create innovative solutions to make our community a better place to live.

ADVISORY COMMITTEE VILLAGE COURT APARTMENTS (VCA) RESIDENT COMMITTEE FRAMEWORK

Mission Statement

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

VCA Resident Committee Composition

Five VCA residents

Terms

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

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

Town Support

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

Form of Organization and Recommendations

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

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

Meeting Procedures

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

Meeting Notifications

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

Committee Limitations

1. The VCA administrator and Committee will maintain resident confidentiality and will not disclose private or confidential information regarding residents on any matter, except in a case where information is of public record.
2. Committee meetings are not the forum for resident complaints against other residents. Complaints are managed by the VCA administrative office staff. The VCA resident committee shall not arbitrate complaints between residents.
3. The Committee does not direct the actions of staff or budget, but rather, the Committee is a forum for resident input in concert with town staff and a Town Council member.
4. The Committee is not an arbiter of staff personnel issues. Personnel matters are handled in accordance with TMVHA and Town of Mountain Village policies and procedures. Concerns or complaints about staff will be directed to focus on matters of safety, civility, expectations and

results. The Committee does not make recommendations regarding staffing matters, except in the case where there are observations of too much or too little and whether staffing is meeting the expectations of comfort and safety.



Memorandum

To: Town Council

From: Lizbeth Lemley, Julie Vergari

Date: February 14, 2025

Re: Town of Mountain Village Financial Statements through December 2024

Mountain Village Financials Statements through December 2024

General Fund Summary

The December financial statements as presented reflect the 2024 revised budget. Also included are 2023, 2022 and 2021 actuals for comparison. These financials are preliminary and subject to year-end accruals and audit adjustments.

As of December 31, 2024, general fund revenues of \$23 million were over budget by \$1.4 million or 6.5%. Revenues compared to 2023, 2022 and 2021 revenues were up 30%, 35% and 53% respectively. These increases are primarily the result of strong development revenues, investment interest, and property taxes, which offset a small decline in intergovernmental receipts. Sales taxes collected through December 2024 were 1% over budget and .8% more than 2023.

General Fund operating expenditures through December totaled \$14.8 million and were \$1.14 million or 7% under budget. These savings are due to labor vacancies, a decrease in the cost of natural gas, and other program specific expenses. Additional discussion of these variances is included on the General Fund Revenue and Expenditure Report in this packet.

At year end, the General Fund Revenue and Expenditure report reflects a deficit of \$1.5 million and an estimated fund balance of \$24.3 million with \$18.55 million classified as unreserved.

Transfers to other funds include:

Fund	This Month	YTD Budget	YTD Actual	Budget Variance
Capital Projects Fund (From GF)	418,506	696,000	847,743	151,743
Child Development Fund	143,118	329,152	310,306	(18,846)
Conference Center Subsidy	44,778	617,826	395,500	(222,326)
Affordable Housing Development Fund (Monthly Sales Tax Allocation)	224,885	979,596	991,488	11,892
Affordable Housing Development Fund	4,345,760	(4,659,424)	(4,345,758)	313,666
VCA Debt Service Proceeds	(1,986,988)	-	-	-
Vehicle & Equipment Acquisition Fund	39,295	1,105,260	1,036,052	(69,208)

Income transfers from other funds include:

Fund	This Month	YTD Budget	YTD Actual	Budget Variance
Overhead allocation from Broadband, W/S, Gondola, VCA and Parking Services	4,384	509,665	522,267	12,602
*Tourism Fund	14,583	138,143	138,465	322
VCA Debt Service Reimbursement	1,076,500	1,076,500	1,076,500	-
*This transfer is comprised of administrative fees, interest, and penalties collected.				
Debt Service Fund (Specific Ownership Taxes)	1,327	25,000	16,428	(8,572)

Vehicle and Equipment Acquisition Fund – No Fund Income Statement Attached

Acquisitions to date were for a forestry ATV and pick up, Snowcat tracks, PD vehicle equipment, a P&R snow thrower, a P&R vehicle, a chipper, Plaza Services vehicle, R&B heavy equipment, two new buses, shop equipment, and the skid steer purchase exchange. \$163,032 in grant funds were received for the buses. The total amount of expenditures is \$976,622.

Capital Projects Fund – No Fund Income Statement Attached

\$538,077 related to the San Joaquin safety project was expended, \$1,720 was expended for Town Hall subarea improvements, and \$343,338 was spent on the VCA bus stop.

Historical Museum Fund – No Fund Income Statement Attached

\$143,248 in property taxes were collected and \$140,369 has been tendered to the historical museum. The county treasurer retained \$2,879 in treasurer’s fees.

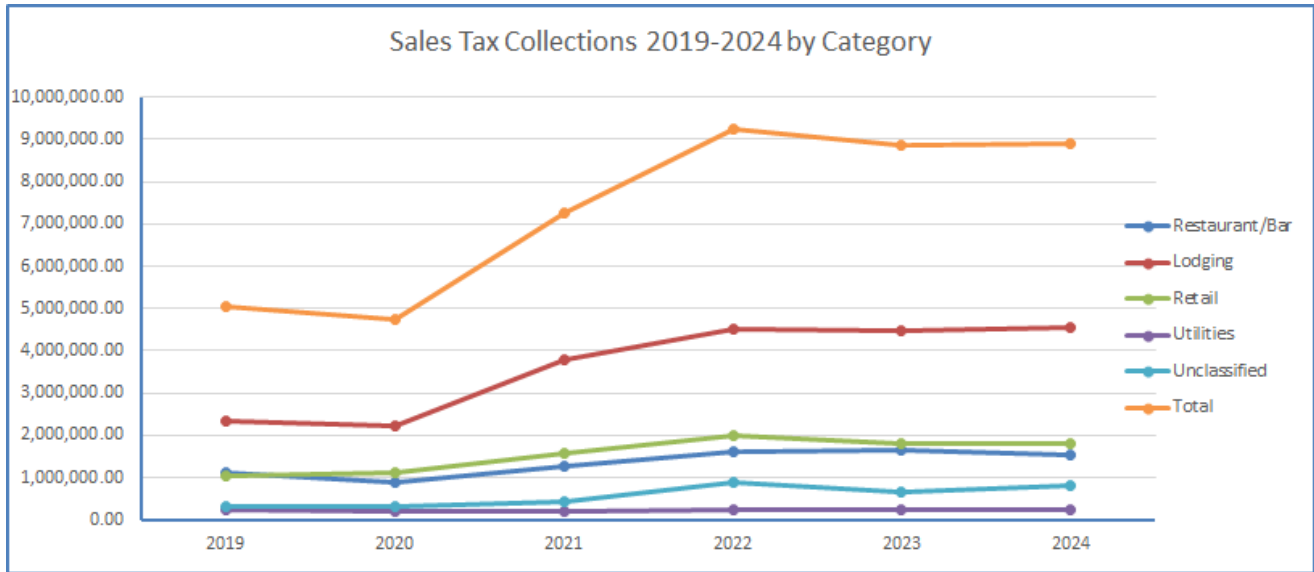
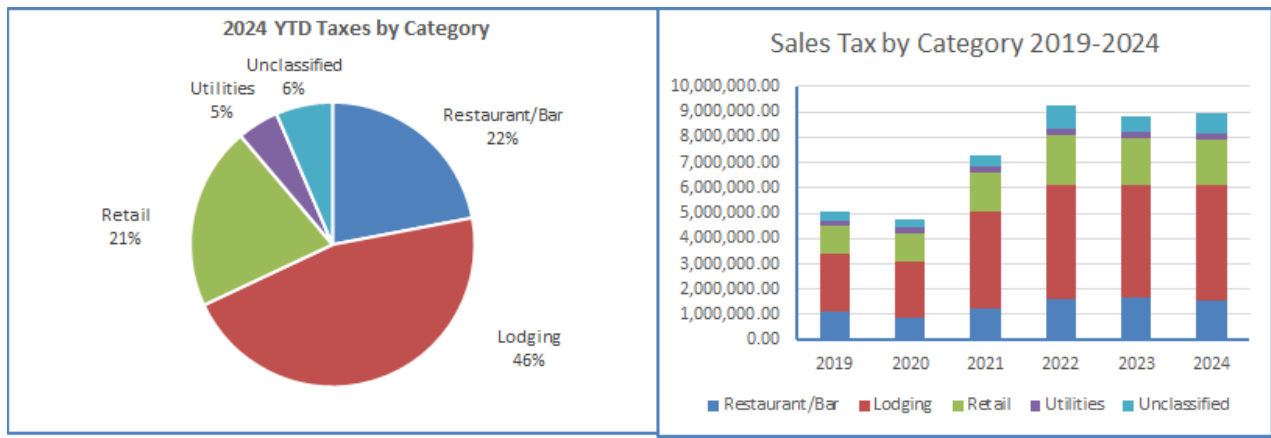
Mortgage Assistance Fund – No Fund Income Statement Attached

Interest revenue of \$5,764 was received and legal/admin fees of \$2,543 were expended. Mortgage assistance of \$90,000 was provided and \$29,088 has been repaid on previously awarded assistance.

Sales Tax

The table below reflects actual sales tax collections through January 31, 2025, which represent December 2024 sales tax remittances. Sales taxes are collected one month in arrears. The year-to-date financial statements through December 2024 include actual December sales tax amounts.

Tax Collection Summary								
4.5% Tax	December 2019	December 2020	December 2021	December 2022	December 2023	December 2024	2024-2023 % change	2024-2019 % change
Restaurant/Bar	\$ 129,103	\$ 91,181	\$ 173,882	\$ 206,577	\$ 170,436	\$ 189,920	11.43%	47.11%
Lodging	330,975	309,179	636,041	602,889	540,804	576,510	6.60%	74.19%
Retail	193,730	222,788	278,231	296,514	240,447	326,522	35.80%	68.54%
Utilities	25,885	25,693	26,277	29,753	25,237	24,263	-3.86%	-6.27%
Unclassified	59,542	52,494	74,254	148,653	102,597	182,423	77.81%	206.38%
Total	\$ 739,235	\$ 701,334	\$ 1,188,686	\$ 1,284,384	\$ 1,079,521	\$ 1,299,637	20.39%	75.81%
4.5% Tax	YTD 2019	YTD 2020	YTD 2021	YTD 2022	YTD 2023	YTD 2024	2024-2023 % change	2024-2019 % change
Restaurant/Bar	\$ 1,109,520	\$ 874,564	\$ 1,256,709	\$ 1,602,989	\$ 1,651,636	\$ 1,540,749	-6.71%	38.87%
Lodging	2,320,114	2,231,991	3,787,709	4,523,261	4,470,467	4,550,411	1.79%	96.13%
Retail	1,048,710	1,109,628	1,568,215	1,977,255	1,819,558	1,788,802	-1.69%	70.57%
Utilities	238,579	211,275	218,281	250,516	257,806	239,921	-6.94%	0.56%
Unclassified	325,499	306,203	442,315	901,282	644,708	794,731	23.27%	144.16%
Total	\$ 5,042,421	\$ 4,733,661	\$ 7,273,228	\$ 9,255,303	\$ 8,844,174	\$ 8,914,614	0.80%	76.79%



Tourism Fund

Business license fees of \$410,475 are over budget (1%). Penalties of \$16,478 were collected and transferred to the General Fund.

2024 restaurant taxes totaling \$686,764 have been recorded and 100%, less a 2% administrative fee, will be tendered to the airline guarantee program. \$4 million in lodging taxes were recorded and ½ of the lodging tax, less a 2% administrative fee, will be tendered to the airline guarantee program.

Lodging taxes are 1.7% over prior year and over budget by 1.6%. Restaurant taxes are under prior year and budget by 7.3% and 6.6%, respectively.

Town of Mountain Village Colorado Lodging Tax Summary

	2020	2021	2022	2023	2024	2023	2024	Budget
	Activity	Activity	Activity	Activity	Activity	Var %	Budget	Var %
	(4%)	(4%)	(4%)	(4%)	(4%)			
January	325,337	272,725	523,260	591,486	576,823	-2.48%	591,774	-2.59%
February	334,936	358,584	700,805	708,132	723,205	2.13%	708,477	2.04%
March	212,698	476,051	759,281	722,313	740,508	2.52%	722,665	2.41%
April	855	40,874	33,263	32,204	54,408	68.95%	32,219	40.78%
May	784	51,474	81,855	33,735	58,407	73.13%	33,752	42.21%
June	55,426	229,731	239,859	254,544	243,076	-4.51%	254,668	-4.77%
July	242,927	412,650	371,297	367,082	377,958	2.96%	367,261	2.83%
August	226,805	336,701	294,342	313,933	315,837	0.61%	314,086	0.55%
September	173,096	323,713	299,591	289,587	256,668	-11.37%	289,728	-12.88%
October	94,985	133,675	123,341	125,604	128,901	2.62%	125,665	2.51%
November	38,597	71,435	55,744	54,734	51,936	-5.11%	54,760	-5.44%
December	266,888	553,765	537,068	479,863	512,453	6.79%	480,097	6.31%
Total	1,973,334	3,261,375	4,019,707	3,973,215	4,040,179	1.69%	3,975,151	1.61%
Tax Base	49,333,357	81,534,381	100,492,663	99,330,387	101,004,469		99,378,775	

Town of Mountain Village Colorado Restaurant/Bar Tax Summary

	2020	2021	2022	2023	2024	2023	2024	Budget
	Activity	Activity	Activity (2%)	Activity (2%)	Activity (2%)	Var %	Budget	Var %
	(2%)	(2%)						
January	73,576	45,706	76,624	92,994	86,439	-7.05%	92,886	-7.46%
February	76,476	59,659	104,748	114,079	112,395	-1.48%	113,719	-1.18%
March	50,565	82,463	126,092	130,164	128,821	-1.03%	129,612	-0.61%
April	85	5,733	4,195	3,718	12,431	234.34%	3,674	70.45%
May	553	6,196	5,901	5,561	6,240	12.20%	5,495	11.93%
June	9,040	55,645	60,810	56,540	49,994	-11.58%	58,365	-16.75%
July	37,654	66,892	74,492	80,968	68,945	-14.85%	76,002	-10.24%
August	37,777	61,744	67,110	68,618	55,354	-19.33%	66,800	-20.68%
September	32,718	62,772	64,352	70,895	50,400	-28.91%	71,049	-40.97%
October	19,674	25,593	27,132	31,600	24,157	-23.55%	32,223	-33.39%
November	8,215	8,777	8,854	8,044	7,314	-9.07%	7,948	-8.66%
December	39,959	72,532	91,455	77,661	84,275	8.52%	74,235	11.91%
Total	386,293	553,712	711,765	740,842	686,764	-7.30%	732,009	-6.59%
Tax Base	19,314,627	27,685,593	35,588,233	37,042,121	34,338,195		36,600,450	

**Town of Mountain Village Monthly Revenue and Expenditure Report
December**

	2024						2023	2022	2021
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
General Fund									
Revenues									
Charges for Services	\$ 1,061,501	\$ 999,865	\$ 61,636	6.16%	\$ 999,865	\$ (61,636)	\$ 542,286	\$ 696,605	\$ 738,211
Contributions	1,109,430	1,290,000	(180,570)	-14.00%	1,290,000	180,570	2,319	98,955	86,252
Fines and Forfeits	21,335	15,735	5,600	35.59%	15,735	(5,600)	3,520	84,298	3,248
Interest Income	1,935,995	1,010,000	925,995	91.68%	1,010,000	(925,995)	1,359,540	(219,769)	(47,411)
Intergovernmental	377,410	491,849	(114,439)	-23.27%	491,849	114,439	478,281	405,302	512,565
Licenses and Permits	847,699	775,565	72,134	9.30%	775,565	(72,134)	580,681	643,865	650,385
Miscellaneous Revenues	293,586	290,355	3,231	1.11%	290,355	(3,231)	247,861	156,638	249,683
Taxes and Assessments	17,381,108	16,743,021	638,087	3.81%	16,743,021	(638,087)	14,437,028	15,232,058	12,851,738
Total Revenues	23,028,064	21,616,390	1,411,674	6.53%	21,616,390	(1,411,674)	17,651,516	17,097,952	15,044,671
Operating Expenses									
Legislation & Council	213,574	213,105	469	0.22%	213,105	(469)	158,409	148,023	124,693
Town Manager	677,512	617,901	59,611	9.65%	617,901	(59,611)	612,414	461,358	683,532
Town Clerk's Office	305,923	341,166	(35,243)	-10.33%	341,166	35,243	326,182	307,341	289,444
Finance	1,300,903	1,304,013	(3,110)	-0.24%	1,304,013	3,110	1,169,627	1,127,303	937,166
Technical	615,443	672,962	(57,519)	-8.55%	672,962	57,519	482,551	493,136	392,969
Human Resources	680,929	778,872	(97,943)	-12.57%	778,872	97,943	583,069	464,652	342,943
Town Attorney	397,638	392,247	5,391	1.37%	392,247	(5,391)	329,343	439,722	217,380
Communications and Business Development	581,615	590,397	(8,782)	-1.49%	590,397	8,782	449,767	536,908	514,664
Municipal Court	41,761	41,625	136	0.33%	41,625	(136)	39,988	36,772	27,765
Police Department	1,576,467	1,603,651	(27,184)	-1.70%	1,603,651	27,184	1,495,301	1,080,204	1,013,330
Community Services	79,178	79,883	(705)	-0.88%	79,883	705	57,395	47,026	59,548
Community Grants and Contributions	290,200	362,419	(72,219)	-19.93%	362,419	72,219	801,038	133,650	112,338
Roads and Bridges	1,444,132	1,479,431	(35,299)	-2.39%	1,479,431	35,299	1,256,690	1,068,950	978,600
Vehicle Maintenance	489,786	507,945	(18,159)	-3.57%	507,945	18,159	524,381	518,461	460,805
Municipal Bus	402,249	473,743	(71,494)	-15.09%	473,743	71,494	359,851	295,620	228,506
Employee Shuttle	-	-	-	NA	-	-	-	-	33,222
Parks & Recreation	677,623	710,233	(32,610)	-4.59%	710,233	32,610	594,127	526,569	437,359
Plaza Services	1,785,920	1,960,110	(174,190)	-8.89%	1,960,110	174,190	1,920,472	1,591,518	1,317,808
Public Refuse Removal	60,608	75,806	(15,198)	-20.05%	75,806	15,198	59,068	64,702	64,486
Building/Facility Maintenance	386,616	399,076	(12,460)	-3.12%	399,076	12,460	312,606	486,870	289,125
Building Division	516,618	689,478	(172,860)	-25.07%	689,478	172,860	497,492	449,053	486,405
Housing Division Office	-	-	-	NA	-	-	-	59,240	75,839
Planning and Zoning Division	1,209,356	1,485,321	(275,965)	-18.58%	1,485,321	275,965	1,019,352	771,078	581,040
Debt Service	1,076,500	1,076,500	-	0.00%	1,076,500	-	-	-	-
Contingency	-	95,000	(95,000)	-100.00%	95,000	95,000	-	-	-
Total Operating Expenses	14,810,551	15,950,884	(1,140,333)	-7.15%	15,950,884	1,140,333	13,049,123	11,108,156	9,668,967
Surplus / Deficit	8,217,513	5,665,506	2,552,007	45.04%	5,665,506	(2,552,007)	4,602,393	5,989,796	5,375,704
Capital Outlay	1,512,705	2,126,607	(613,902)	-28.87%	2,126,607	613,902	162,161	2,572,313	226,182
Surplus / Deficit	6,704,808	3,538,899	3,165,909	89.46%	3,538,899	(3,165,909)	4,440,232	3,417,483	5,149,522
Other Sources and Uses									
Insurance Claim Proceeds	-	-	-	NA	-	-	-	11,449	13,410
Sale of Assets	189	-	189	NA	-	(189)	19,922	558	-
Loan Proceeds	-	-	-	NA	-	-	15,000,000	-	-
Transfer (To) From Affordable Housing - Sales Tax	(991,488)	(979,596)	(11,892)	1.21%	(979,596)	11,892	(984,490)	(1,029,571)	(803,876)
Transfer (To) From Affordable Housing-Other	(4,345,758)	(4,659,424)	313,667	-6.73%	(4,659,424)	(313,666)	(2,512,191)	-	75,586
Transfer (To) From Broadband	-	-	-	NA	-	-	6,127,902	-	-
Transfer (To) From Child Development	(310,306)	(329,152)	18,846	-5.73%	(329,152)	(18,846)	(132,894)	(200,820)	(93,226)
Transfer (To) From Capital Projects	(847,743)	(696,000)	(151,743)	21.80%	(696,000)	151,743	(2,160,850)	(1,136,514)	(1,668,278)
Transfer (To) From Debt Service	16,428	25,000	(8,572)	-34.29%	25,000	8,572	21,880	21,440	23,976
Transfer (To) From Overhead Allocation	522,267	509,665	12,602	2.47%	509,665	(12,602)	715,943	605,996	660,364
Transfer (To) From Parking Services	-	-	-	NA	-	-	-	455,803	-
Transfer (To) From Conference Center	(395,500)	(617,826)	222,326	-35.99%	(617,826)	(222,326)	(186,346)	(306,639)	(233,360)
Transfer (To) From Tourism	138,465	138,143	322	0.23%	138,143	(322)	140,725	109,710	100,857

	2024					2023	2022	2021	
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
General Fund									
Transfer (To) From Vehicle/Equipment	(1,036,052)	(1,105,260)	69,208	-6.26%	(1,105,260)	(69,208)	(294,044)	(333,518)	(240,872)
Transfer (To) From VCA	(910,488)	1,076,500	(1,986,988)	-184.58%	1,076,500	1,986,988	(13,585,229)	-	-
Transfer (To) From Water/Sewer	-	-	-	NA	-	-	-	-	-
Total Other Sources and Uses	(8,159,986)	(6,637,950)	(1,522,035)	22.93%	(6,637,950)	1,522,036	2,170,328	(1,802,106)	(2,165,419)
Surplus / Deficit	\$ (1,455,178)	\$ (3,099,051)	\$ 1,643,873	-53.04%	\$ (3,099,051)	\$ (1,643,873)	\$ 6,610,560	\$ 1,615,377	\$ 2,984,103

Beginning Fund Balance Components	Actual YTD	Annual Budget
Emergency Reserve	\$ 5,582,809	\$ 5,582,809
Restricted Funds	15,332,841	15,332,841
Energy Mitigation Funds	162,609	162,609
Unreserved	4,668,595	4,668,595
Beginning Fund Balance	\$ 25,746,854	\$ 25,746,854
YTD Ending Fund Balance Components		
Emergency Reserve	\$ 5,582,809	\$ 5,582,809
Energy Mitigation Funds	162,609	162,609
Unreserved	18,546,258	16,902,385
Ending Fund Balance	\$ 24,291,676	\$ 22,647,803

Revenues

Taxes & Assessments - 103% of the budget for property taxes has been collected. Specific Ownership taxes are over budget \$5,250. Collected sales tax is \$98,400 or 1% over budget. Construction use tax collections are 19% over budget. Use taxes are 99% over prior year.

Licenses & Permits - Construction permit revenues are over budget \$59,000. Permit revenues are 85% over prior year. Construction parking fees for the year are \$5,600 or 9% over budget.

Intergovernmental - Intergovernmental revenues are under budget in Road & Bridge taxes due to the change in distribution frequency by the county.

Charges for Services - Development DRB and planning fees are over budget by \$50,500 and \$186,366 over last year.

Fines & Forfeitures - Fines are over budget by \$5,600.

Investment Income - Investment income is over budget by \$925,995. Investment income will be allocated to other funds based on pooled cash balances after year end close.

Miscellaneous Revenues - Plaza and vending carts rents are over budget \$3,300.

Contributions - Contributions from TMVOA for the hospital, trail improvements, and the cedar shake roof fee waiver program have been received.

Top Ten Budget Variances

Over Budget

Town Manager - \$59,611 Over budget in consulting.

Town Attorney - \$5,391 Over budget in general legal expenses.

Legislation & Council - \$469 Over budget due to "other benefits" due to timing of postings.

Municipal Court - \$136- Over budget in salaries and wages.

Under Budget

Planning & Zoning - \$275,965 Savings in personnel costs due to vacancies and forestry management.

Plaza Services - \$174,190 Under budget in utilities, supplies, and contract labor.

Building Division - \$172,860 Under budget due to mainly to the environmental incentive program, energy mitigation expenses, and solar energy rebates.

Human Resources - \$97,943 Under budget due to consultant services, recruiting, and payroll software.

Community Grants & Contributions - \$72,219 Due to budgeted "Shed" contributions not being expended in 2024.

Municipal Bus Service - \$71,494 The budget variance is mainly due to employee costs and vehicle and facility maintenance expense.

**Town of Mountain Village Monthly Revenue and Expenditure Report
December**

	2024						2023	2022	2021
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Tourism Fund									
Revenues									
Business License Fees	\$ 410,475	\$ 406,561	\$ 3,914	0.96%	\$ 406,561	\$ (3,914)	\$ 399,889	\$ 374,239	\$ 351,156
Lodging Taxes	4,040,179	3,975,152	65,027	1.64%	3,975,152	(65,027)	3,973,216	4,019,706	3,249,783
Interest	-	-	-	NA	-	-	43,255	-	-
Lodging Taxes - Prior Year	-	-	-	NA	-	-	11,431	423	6,678
Penalties and Interest	19,258	20,000	(742)	-3.71%	20,000	742	22,208	33,200	19,914
Restaurant Taxes	686,764	732,009	(45,245)	-6.18%	732,009	45,245	738,846	709,058	550,880
Restaurant Taxes - Prior Year	1,997	-	1,997	NA	-	(1,997)	2,727	2,832	442
Total Revenues	5,158,673	5,133,722	24,951	0.49%	5,133,722	(24,951)	5,191,572	5,139,458	4,178,852
Tourism Funding									
Airline Guaranty Funding	2,654,673	2,665,193	(10,520)	-0.39%	2,665,193	10,520	2,679,219	2,648,733	2,135,961
Marketing Funding	1,500,000	1,500,000	-	0.00%	1,500,000	-	1,715,000	1,498,700	1,942,034
General Operating Expense	295,739	347,065	(51,326)	-14.79%	347,065	51,326	288,213	3,085	-
Total Tourism Funding	4,450,412	4,512,258	(61,846)	-1.37%	4,512,258	61,846	4,682,432	4,150,518	4,077,995
Surplus / Deficit	708,261	621,464	86,797	13.97%	621,464	(86,797)	509,140	988,940	100,857
Other Sources and Uses									
Transfer (To) From Other Funds	(238,465)	(238,143)	(322)	0.14%	(238,143)	322	(140,725)	(109,710)	(100,857)
Total Other Sources and Uses	(238,465)	(238,143)	(322)	0.14%	(238,143)	322	(140,725)	(109,710)	(100,857)
Surplus / Deficit	469,795	383,321	86,475		383,321	(86,475)	368,415	879,230	-
Beginning Fund Balance	1,247,645	1,099,041			1,099,041				
Ending Fund Balance	\$ 1,717,440	\$ 1,482,362			\$ 1,482,362				

December

	2024						2023	2022	2021
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Parking Services Fund									
Revenues									
EV Station Revenues	\$ 5,156	\$ 5,700	\$ (544)	-9.54%	\$ 5,700	\$ 544	\$ 3,146	\$ 1,517	\$ -
Fines and Forfeits	282,579	250,972	31,607	12.59%	250,972	(31,607)	84,756	55,932	55,889
Gondola Parking Garage	362,218	358,700	3,518	0.98%	358,700	(3,518)	193,955	128,316	129,528
Grant Revenues	-	-	-	NA	-	-	-	20,000	-
Heritage Parking Garage	339,806	316,000	23,806	7.53%	316,000	(23,806)	293,364	258,402	267,109
Parking in Lieu Buyouts	-	-	-	NA	-	-	-	62,500	13,000
Parking Meter Revenues	67,797	48,272	19,525	40.45%	48,272	(19,525)	30,286	35,495	37,304
Parking Permits	152,946	127,846	25,100	19.63%	127,846	(25,100)	95,795	17,155	11,050
Special Event Parking	120,228	120,000	228	0.19%	120,000	(228)	124,839	118,566	-
Total Revenues	1,330,730	1,227,490	103,240	8.41%	1,227,490	(103,240)	826,141	697,883	513,880
Operating Expenses									
Other Operating Expenses	86,879	102,750	(15,871)	-15.45%	102,750	15,871	112,471	70,773	25,745
Personnel Expenses	263,618	263,280	338	0.13%	263,280	(338)	148,606	100,198	146,166
Gondola Parking Garage	80,477	79,358	1,119	1.41%	79,358	(1,119)	99,114	49,279	94,947
Surface Lots	100,458	110,900	(10,442)	-9.42%	110,900	10,442	106,480	81,155	12,442
Heritage Parking Garage	94,163	115,630	(21,467)	-18.57%	115,630	21,467	109,633	80,742	100,795
Meadows Parking	-	1,000	(1,000)	-100.00%	1,000	1,000	1,000	1,000	1,000
Total Operating Expenses	625,595	672,918	(47,323)	-7.03%	672,918	47,323	577,304	383,147	381,095
Surplus / Deficit	705,135	554,572	150,563	27.15%	554,572	(150,563)	248,837	314,736	132,785
Capital									
Capital	425,258	502,600	(77,342)	-15.39%	502,600	77,342	328,959	458,323	54,997
Surplus / Deficit	279,877	51,972	227,905	438.51%	51,972	(227,905)	(80,122)	(143,587)	77,788
Other Sources and Uses									
Sale of Assets	-	-	-	NA	-	-	-	-	-
Insurance Proceeds	-	-	-	NA	-	-	-	-	15,345
Overhead Allocation	(60,496)	(60,496)	-	0.00%	(60,496)	-	(60,496)	(50,365)	(38,298)
Transfer (To) From General Fund	-	-	-	NA	-	-	-	(455,803)	-
Total Other Sources and Uses	(60,496)	(60,496)	-	0.00%	(60,496)	-	(60,496)	(506,168)	(22,953)
Surplus / Deficit	\$ 219,381	\$ (8,524)	\$ -	0.00%	\$ (8,524)	\$ (227,905)	\$ (140,618)	\$ (649,755)	\$ 54,835
Beginning Available Fund Balance	\$ 191,823	\$ -	\$ 191,823						
Ending Available Fund Balance	\$ 411,204	\$ (8,524)	\$ 419,728						

Parking revenues are over budget by 8.4% due in part to the implementation of new parking rates and parking fine rates. HPG revenues are over budget 7.5% and over prior year 15.8%. Parking meter (surface lots) revenues are over budget 40.45% and over prior year 124%. GPG is over budget 1% and over prior year by 86.75%. Parking fines are over budget 12.6%, and over prior year 233.4%, primarily due to an increase in the amount charged for a parking fine and additional fines issued. General operating expenses are under budget in tech support but over in certain personnel costs and wayfinding/signage. GPG expenses are over budget in electrical and elevator maintenance. Surface lots are under budget in lease expense and maintenance. HPG has budget savings in maintenance and striping. Capital expenditures for the year include Meadows Parking Lot design, the skid ster exchange, and GPG painting.

**Town of Mountain Village Monthly Revenue and Expenditure Report
December**

	2024						2023	2022	2021
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Gondola Fund									
Revenues									
Capital/MR&R Grant Funding	\$ -	\$ 150,000	\$ (150,000)	-100.00%	\$ 150,000	\$ 150,000	\$ 64,000	\$ 44,004	\$ 275,995
Event Operations Funding	4,233	-	4,233	NA	-	(4,233)	(546)	11,220	-
Event Operations Funding - TOT	36,000	36,000	-	0.00%	36,000	-	36,000	36,000	36,000
Miscellaneous Revenues	1,588	-	1,588	NA	-	(1,588)	100	95	454
Operations Grant Funding	137,355	133,000	4,355	3.27%	133,000	(4,355)	133,354	196,148	2,656,532
Sale of Assets	-	-	-	NA	-	-	-	-	-
Van Rider Revenues	2,750	4,300	(1,550)	-36.05%	4,300	1,550	4,750	4,366	-
Insurance Proceeds	-	-	-	NA	-	-	-	-	-
TSG 1% Lift Sales	244,972	230,399	14,573	6.33%	230,399	(14,573)	233,250	244,363	215,902
TMVOA Operating Contributions	5,151,462	5,435,813	(284,351)	-5.23%	5,435,813	284,351	4,535,335	4,171,051	1,321,371
TMVOA Capital/MR&R Contributions	267,602	335,669	(68,067)	-20.28%	335,669	68,067	527,766	200,798	68,120
Total Revenues	5,845,962	6,325,181	(479,219)	-7.58%	6,325,181	479,219	5,534,009	4,908,045	4,574,374
Operating Expenses									
Overhead Allocation Transfer	52,602	40,000	12,602	31.51%	40,000	(12,602)	35,837	35,526	29,636
MAARS	81,973	86,184	(4,211)	-4.89%	86,184	4,211	69,308	68,962	68,674
Chondola	204,020	218,161	(14,141)	-6.48%	218,161	14,141	167,456	182,920	155,554
Operations	2,858,882	2,988,111	(129,229)	-4.32%	2,988,111	129,229	2,540,733	2,403,718	2,157,906
Maintenance	1,787,630	1,839,051	(51,421)	-2.80%	1,839,051	51,421	1,617,594	1,498,925	1,387,002
FGOA	547,124	548,005	(881)	-0.16%	548,005	881	511,315	473,192	431,487
Major Repairs and Replacements	117,975	168,169	(50,194)	-29.85%	168,169	50,194	360,611	223,855	285,409
Contingency	46,129	120,000	(73,871)	-61.56%	120,000	73,871	124,042	-	-
Total Operating Expenses	5,696,335	6,007,681	(311,346)	-5.18%	6,007,681	311,346	5,426,896	4,887,098	4,515,668
Surplus / Deficit	149,627	317,500	(167,873)	-52.87%	317,500	167,873	107,113	20,947	58,706
Capital									
Capital Outlay	149,627	317,500	(167,873)	-52.87%	317,500	167,873	107,113	20,947	58,706
Surplus / Deficit	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -

Total gondola fund expenditures are 7.6% under budget. MAARS is under budget in employee costs and zip bike expenses. Chondola is under budget 6.5% in personnel expenses, parts & supplies, and utilities. Gondola ops is mainly under budget in personnel costs. Gondola Maintenance is under in group insurance and worker's compensation premiums. FGOA is over budget in electricity but under budget in natural gas and shuttle expenses. There have been expenditures for bull wheel replacement, staircases, equipment replacement, two new vehicles, and station upgrades. Contingency expenditures are for landslide mitigation.

**Town of Mountain Village Monthly Revenue and Expenditure Report
December**

	2024						2023	2022	2021
	Actual	Budget	Budget	Budget	Annual	Budget	Actual	Actual	Actual
	YTD	YTD	Variance	Variance	Budget	Balance	YTD	YTD	YTD
		(\$)	(%)						
Child Development Fund									
Revenues									
Infant Care Fees	\$ 113,467	\$ 111,898	1,569	1.40%	\$ 111,898	\$ (1,569)	\$ 85,038	\$ 53,184	\$ 67,518
Toddler Care Fees	153,712	142,669	11,043	7.74%	142,669	(11,043)	113,795	110,869	109,025
Preschool Fees	205,893	211,566	(5,673)	-2.68%	211,566	5,673	161,068	122,809	131,767
Fundraising Revenues - Infant	2,665	2,042	623	30.51%	2,042	(623)	2,914	3,626	-
Fundraising Revenues - Preschool	2,424	1,801	623	34.59%	1,801	(623)	3,689	4,426	-
Fundraising Revenues - Toddler	1,896	1,399	497	35.53%	1,399	(497)	3,364	4,626	105
Grant Revenues - Infant	31,040	27,040	4,000	14.79%	27,040	(4,000)	41,200	36,606	61,291
Grant Revenues - Preschool	26,168	37,268	(11,100)	-29.78%	37,268	11,100	45,100	40,770	44,767
Grant Revenues - Toddler	27,992	27,592	400	1.45%	27,592	(400)	55,700	41,375	98,286
Other Revenues	-	-	-	NA	-	-	584	-	-
Other Grant Funding	7,023	-	7,023	NA	-	(7,023)	112,525	340,599	-
Total Revenues	572,280	563,275	9,005	1.60%	563,275	(9,005)	624,977	758,890	512,759
Operating Expenses									
Toddler Care Other Expense	62,658	58,123	4,535	7.80%	58,123	(4,535)	58,597	52,205	41,681
Toddler Care Personnel Expense	265,186	235,153	30,033	12.77%	235,153	(30,033)	197,958	185,893	238,587
Infant Care Other Expense	43,894	44,800	(906)	-2.02%	44,800	906	28,887	24,312	24,348
Infant Care Personnel Expense	236,914	250,240	(13,326)	-5.33%	250,240	13,326	191,149	134,847	121,992
Preschool Other Expense	62,940	55,570	7,370	13.26%	55,570	(7,370)	51,329	47,016	44,989
Preschool Personnel Expense	200,384	237,541	(37,157)	-15.64%	237,541	37,157	184,664	172,031	134,388
Total Operating Expenses	871,976	881,427	(9,451)	-1.07%	881,427	9,451	712,584	616,304	605,985
Surplus / Deficit	(299,696)	(318,152)	18,456	-5.80%	(318,152)	(18,456)	(87,607)	142,586	(93,226)
Capital									
Capital Outlay	10,610	11,000	(390)	-3.55%	11,000	390	45,305	343,406	-
Total Capital	10,610	11,000	(390)	-3.55%	11,000	390	45,305	343,406	-
Surplus / Deficit	(310,306)	(329,152)	18,846	-5.73%	(329,152)		(132,912)	(200,820)	(93,226)
Other Sources and Uses									
Grants/Contributions	-	-	-	NA	-	-	-	-	-
Transfer (To) From General Fund	310,306	329,152	18,846	5.73%	329,152	18,846	132,894	200,820	93,226
Total Other Sources and Uses	310,306	329,152	18,846	5.73%	329,152	18,846	132,894	200,820	93,226
Surplus / Deficit	\$ -	\$ -	\$ -	NA	\$ -	\$ 18,846	\$ (18)	\$ -	\$ -

Child Development revenues are over budget \$9,000. Operating expenses are \$9,451 under budget. The program has required \$310,306 in funding from the General Fund in 2024.

**Town of Mountain Village Monthly Revenue and Expenditure Report
December**

	2024						2023	2022	2021
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Water & Sewer Fund									
Revenues									
Mountain Village Water and Sewer	\$ 4,238,684	\$ 4,234,816	\$ 3,868	0.09%	\$ 4,234,816	\$ (3,868)	\$ 4,074,467	\$ 3,613,293	\$ 3,258,711
Other Revenues	7,500	8,100	(600)	-7.41%	8,100	600	228,603	11,515	12,489
Ski Ranches Water	414,451	418,681	(4,230)	-1.01%	418,681	4,230	389,859	349,109	288,160
Skyfield Water	35,750	43,213	(7,463)	-17.27%	43,213	7,463	44,447	29,703	23,698
Total Revenues	4,696,385	4,704,810	(8,425)	-0.18%	4,704,810	8,425	4,737,376	4,003,620	3,583,058
Operating Expenses									
Mountain Village Sewer	883,032	987,942	(104,910)	-10.62%	987,942	104,910	850,755	690,179	733,811
Mountain Village Water	1,229,446	1,283,452	(54,006)	-4.21%	1,283,452	54,006	1,211,573	1,099,570	1,198,428
Ski Ranches Water	22,980	48,141	(25,161)	-52.27%	48,141	25,161	76,115	34,743	23,582
Contingency	-	35,000	(35,000)	-100.00%	35,000	35,000	-	-	-
Total Operating Expenses	2,135,458	2,354,535	(219,077)	-9.30%	2,354,535	219,077	2,138,443	1,824,492	1,955,821
Surplus / Deficit	2,560,927	2,350,275	210,652	8.96%	2,350,275	(210,652)	2,598,933	2,179,128	1,627,237
Capital									
Capital Outlay	1,699,218	2,764,000	(1,064,782)	-38.52%	2,764,000	1,064,782	1,169,145	150,823	717,619
Surplus / Deficit	861,709	(413,725)	1,275,434	-308.28%	(413,725)	(1,275,434)	1,429,788	2,028,305	909,618
Other Sources and Uses									
Grants	-	-	-	NA	-	-	6,149	-	-
Mountain Village Tap Fees	481,842	440,920	40,922	9.28%	440,920	(40,922)	550,327	(196,244)	(219,652)
Overhead Allocation Transfer	(217,971)	(217,971)	-	0.00%	(217,971)	-	(217,971)	132,984	215,840
Sale of Assets	-	-	-	NA	-	-	2,040	-	-
Ski Ranches Capital	-	-	-	NA	-	-	-	-	-
Insurance Proceeds	-	-	-	NA	-	-	6,706	-	-
Ski Ranches Tap Fees	10,825	10,825	-	0.00%	10,825	-	26,824	5,150	-
Skyfield Tap Fees	-	2,000	(2,000)	-100.00%	2,000	2,000	-	-	-
Transfer (To) From General Fund	-	-	-	NA	-	-	-	-	-
Total Other Sources and Uses	274,696	235,774	38,922	16.51%	235,774	(38,922)	374,075	(58,110)	(3,812)
Surplus / Deficit	\$ 1,136,405	\$ (177,951)	\$ 1,314,356	-738.61%	\$ (177,951)	\$ (1,314,356)	\$ 1,803,863	\$ 1,970,195	\$ 905,806
Beginning (Working Capital) Fund Balance	\$ 10,816,863	\$ 8,415,090	\$ 2,401,773						
Ending (Working Capital) Fund Balance	\$ 11,953,268	\$ 8,237,139	\$ 3,716,129						

Mountain Village water revenues are over budget in base water/sewer fees and excess usage fees but under in snowmaking. Ski Ranch revenues are under budget in base fees and excess water charges and Skyfield is under budget in excess fees. Other revenues are under budget in inspection fees and fines. TOT sewer expenditures are estimated and accrued and under budget, legal and consulting expenses are also under budget. Mountain Village water expenses are under budget in legal, pump replacement, consulting, and software support. Ski Ranch operations are under budget in electricity, legal, tank replacement, and natural gas. Capital costs are for Ski Ranches, SCADA, infiltration remediation, regional sewer, a new pump, a vehicle, land acquisition, and meter purchases.

**Town of Mountain Village Monthly Revenue and Expenditure Report
December**

	2024						2023	2022	2021
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Telluride Conference Center Fund									
Revenues									
Beverage Revenues	\$ 48,346	\$ 40,000	\$ 8,346	20.87%	\$ 40,000	\$ (8,346)	\$ -	\$ -	\$ -
Catering Revenues	120,417	90,000	30,417	33.80%	90,000	(30,417)	-	-	-
Cost of Good Sold	(30,701)	-	(30,701)	NA	-	-	-	-	-
Facility Rental	127,348	120,000	7,348	6.12%	120,000	(7,348)	-	-	-
Operating/Other Revenues	27,742	-	27,742	NA	-	(27,742)	14,551	-	-
Total Revenues	293,152	250,000	43,152	17.26%	250,000	(73,853)	14,551	-	-
Operating Expenses									
General Operations	509,367	611,980	(102,613)	-16.77%	611,980	102,613	9,039	56,003	-
Administration	148,881	175,000	(26,119)	-14.93%	175,000	26,119	147,921	140,056	119,478
Marketing	18,763	100,000	(81,237)	-81.24%	100,000	81,237	25,000	100,000	100,000
Contingency	-	-	-	NA	-	-	-	-	-
Total Operating Expenses	677,011	886,980	(209,969)	-23.67%	886,980	209,969	181,960	296,059	219,478
Surplus / Deficit	(383,859)	(636,980)	253,121	-39.74%	(636,980)	(283,822)	(167,409)	(296,059)	(219,478)
Capital Outlay/ Major R&R	111,641	80,846	30,795	38.09%	80,846	(30,795)	18,937	10,580	13,882
Surplus / Deficit	(495,500)	(717,826)	222,326	-30.97%	(717,826)	(253,027)	(186,346)	(306,639)	(233,360)
Other Sources and Uses									
Insurance Proceeds	-	-	-	NA	-	-	-	-	-
Sale of Assets	-	-	-	NA	-	-	-	-	-
Transfer (To) From Tourism Fund	100,000	100,000	-	0.00%	100,000	-	-	-	-
Transfer (To) From General Fund	395,500	617,826	(222,326)	-35.99%	617,826	222,326	186,346	306,639	233,360
Overhead Allocation Transfer	-	-	-	NA	-	-	-	-	-
Total Other Sources and Uses	495,500	717,826	(222,326)	-30.97%	717,826	222,326	186,346	306,639	233,360
Surplus / Deficit	\$ -	\$ -	\$ -	NA	\$ -	\$ (30,701)	\$ -	\$ -	\$ -

The amounts above reflect seven months of operating the Telluride Conference Center. General operations include facility operating expenses and contract sales, management, and operations labor. Administration expenses include HOA dues, legal fees and consulting expenses.

**Town of Mountain Village Monthly Revenue and Expenditure Report
December**

	2024						2023	2022	2021
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Affordable Housing Development Fund									
Revenues									
Housing Application Fees	\$ 7,560	\$ 5,000	\$ 2,560	51.20%	\$ 5,000	\$ (2,560)	\$ 7,218	\$ 7,520	\$ -
Interest	26,409	-	26,409	NA	-	(26,409)	-	-	-
Grant Proceeds	200,000	200,000	-	0.00%	200,000	-	-	-	-
Housing Mitigation Fees	195,176	180,000	15,176	8.43%	180,000	(15,176)	71,499	-	-
Rental Income	42,477	51,687	(9,210)	-17.82%	51,687	9,210	46,837	45,069	36,125
Essential Organization	2,198,706	2,320,963	(122,257)	-5.27%	2,320,963	122,257	-	-	-
Meadowlark Priority Fees	-	-	-	NA	-	-	-	-	-
Meadowlark Admin Fees	10,100	10,100	-	0.00%	10,100	-	-	-	-
Total Revenues	2,680,428	2,767,750	(87,322)	-3.15%	2,767,750	87,322	125,554	52,589	36,125
Expenses									
Leased Properties	-	-	-	NA	-	-	-	3,780	22,680
Operating Expenses	239,224	266,048	(26,824)	-10.08%	266,048	26,824	142,626	-	-
Norwood Property	-	-	-	NA	-	-	45	63,337	927,424
Meadowlark	857,141	15,000	842,141	5614.27%	15,000	(842,141)	5,317,832	122,855	-
Ilium Property expenses	110,957	165,886	(54,929)	-33.11%	165,886	54,929	7,033,799	-	92,625
Prospect Unit	29,563	27,921	1,642	5.88%	27,921	(1,642)	105,365	19,259	12,225
Future Housing/Density Bank	-	-	-	NA	-	-	39,234	137,007	16,086
RHA Funding	-	-	-	NA	-	-	-	-	2,549
Purchase/Resale Units	1,912,535	1,918,630	(6,095)	-0.32%	1,918,630	6,095	591	111,055	11,429
Total Expenses	3,149,420	2,393,485	755,935	31.58%	2,393,485	(755,935)	12,639,492	457,293	1,085,018
Debt Service									
Principal Payments	180,000	180,000	-	0.00%	180,000	-	-	-	-
Interest payments	410,667	410,667	-	0.00%	410,667	-	-	-	-
Admin Fees	-	1,500	(1,500)	-100.00%	1,500	1,500	77,374	-	-
Total Debt Service	590,667	592,167	(1,500)	-0.25%	592,167	1,500	77,374	-	-
Surplus / Deficit	(1,059,659)	(217,902)	(841,757)	386.30%	(217,902)	841,757	(12,591,312)	(404,704)	(1,048,893)
Other Sources and Uses									
Transfer (To) From MAP	(59,691)	(60,223)	532	-0.88%	(60,223)	(532)	-	-	-
Lease Financing Proceeds	-	-	-	NA	-	-	7,000,000	-	-
Gain or Loss on Sale of Assets	-	-	-	NA	-	-	-	-	14,705
Transfer (To) From General Fund - Sales Tax	991,488	979,596	11,892	1.21%	979,596	(11,892)	984,490	1,029,571	803,876
Transfer (To) From VCA	(728,901)	(2,810,961)	2,082,060	-74.07%	(2,810,961)	(2,082,060)	(1,920,155)	-	-
Transfer (To) From General Fund (Other)	4,345,758	4,659,425	(313,667)	-6.73%	4,659,424	313,666	2,512,191	-	(75,586)
Total Other Sources and Uses	4,548,654	2,767,837	1,780,817	64.34%	2,767,836	(1,780,818)	8,576,526	1,029,571	742,995
Surplus / Deficit	\$ 3,488,995	\$ 2,549,935	\$ 939,060	36.83%	\$ 2,549,934	\$ (939,061)	\$ (4,014,786)	\$ 624,867	\$ (305,898)
Beginning (Working Capital) Fund Balance	\$ (3,488,995)	\$ (3,488,995)	\$ -						
Ending (Working Capital) Fund Balance	\$ -	\$ (939,060)	\$ 939,060						

Revenues are under budget 3.15%. Expenses consist of HOA dues, Meadowlark expenses, Ilium property expenses, and general operating costs. Operating expenses are under budget in personnel expenses and professional services. Prospect expenses are slightly over budget. Illium is under budget in preliminary costs. Meadowlark is over budget for the access tract improvements which was originally contracted and appropriated for in 2023, but occurred in 2024

Town of Mountain Village Monthly Revenue and Expenditure Report
December

	2024						2023	2022	2021
	Actual YTD	Budget YTD	Budget Var (\$)	Budget Var (%)	Annual Budget	Budget Balance	Actual	Actual	Actual
Village Court Apartments									
Operating Revenues									
Rental Income	\$ 2,909,932	\$ 2,895,434	\$ 14,498	0.50%	\$ 2,895,434	\$ (14,498)	\$ 2,371,926	\$ 2,278,632	\$ 2,168,836
Other Operating Income	124,314	119,997	4,317	3.60%	119,997	(4,317)	119,174	79,312	96,473
Total Operating Revenue	3,034,246	3,015,431	18,815	0.62%	3,015,431	(18,815)	2,491,100	2,357,944	2,265,309
Operating Expenses									
Office Operations	208,474	217,704	(9,230)	-4.24%	217,704	9,230	230,679	210,369	194,984
General and Administrative	207,083	200,308	6,775	3.38%	200,308	(6,775)	174,477	132,837	138,888
Utilities	377,995	360,926	17,069	4.73%	360,926	(17,069)	366,371	332,430	338,465
Repair and Maintenance	663,544	678,082	(14,538)	-2.14%	678,082	14,538	560,685	537,910	559,134
Major Repairs and Replacement	193,526	204,300	(10,774)	-5.27%	204,300	10,774	143,660	99,511	120,449
Contingency	-	-	-	NA	-	-	-	-	-
Total Operating Expenses	1,650,622	1,661,320	(10,698)	-0.64%	1,661,320	10,698	1,475,872	1,313,057	1,351,919
Surplus / (Deficit) After Operations	1,383,624	1,354,111	29,513	2%	1,354,111	(29,513)	1,015,228	1,044,887	913,389
Non-Operating (Income) / Expense									
Investment Earning	-	-	-	NA	-	-	-	-	(20)
Debt Service, Interest	266,608	345,198	(78,590)	-22.77%	345,198	78,590	274,244	555,774	335,317
Debt Service, Fees (Cost of Issuance)	-	-	-	NA	-	-	147,970	350	111,102
Debt Service, Principal	345,000	443,079	(98,079)	-22.14%	443,079	98,079	325,000	310,000	15,000
Total Non-Operating (Income) / Expense	611,608	788,277	176,669	22.41%	788,277	176,669	747,214	866,124	461,399
Surplus / (Deficit) Before Capital	772,016	565,834	(206,182)	-36.44%	565,834	(206,182)	268,014	178,763	451,990
Capital Spending	7,594,111	7,673,168	79,057	1.03%	7,673,168	79,057	15,307,857	267,291	25,943
Surplus / (Deficit)	(6,822,095)	(7,107,334)	285,239	-4.01%	(7,107,334)	(285,239)	(15,039,843)	(88,528)	426,048
Other Sources / (Uses)									
Transfer (To)/From General Fund OH Allocation	(191,198)	(191,198)	-	0.00%	(191,198)	-	(191,198)	(153,120)	(163,425)
Transfer (To)/From General Fund - Debt	910,488	910,488	-	0.00%	910,488	-	-	-	-
Town Contribution	2,357,201	2,357,201	-	0.00%	2,357,201	-	13,585,229	-	-
Sale of Assets	-	-	-	NA	-	-	-	-	-
Grant Revenues	2,505,620	3,066,000	(560,380)	-18.28%	3,066,000	560,380	-	-	93,259
Transfer From AHDF	728,901	453,760	275,141	60.64%	453,760	(275,141)	1,920,155	-	-
Total Other Sources / (Uses)	6,311,012	6,596,251	(285,239)	-4.32%	6,596,251	285,239	15,314,186	(153,120)	(70,166)
Surplus / (Deficit)	(511,083)	(511,083)	-	0.00%	(511,083)	-	274,343	(241,648)	355,882

Rent revenues are over budget by .5%. Rent revenues exceed 2023 revenues by 65.3% due to the 2024 rent increase and the addition of new units. Other revenues are over budget 3.6% due mainly to cleaning charges and lease break fees, and other miscellaneous revenues. Office operations are under budget 4.25% primarily due to group insurance and software support. General and administrative is over budget by 3.4% in legal expenses. Utilities are over budget by 4.7%. Overages were in electric expenses. Maintenance is under budget 2.15% due to laundry room janitorial. MR&R expenses include painting/staining, carpet replacement, vinyl replacement, water heaters, sidewalk repair/expansion, common area improvements, the bobcat exchange, and appliances. Capital expenditures consist of costs related to Phase IV, new washers and dryers, mail room expansion, and roof replacement.

**Town of Mountain Village Monthly Revenue and Expenditure Report
December**

	2024				Annual Budget	Budget Balance	2023	2022	2021
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)			Actual YTD	Actual YTD	Actual YTD
Debt Service Fund									
Revenues									
Abatements	\$ (38,568)	\$ -	\$ (38,568)	NA	\$ -	\$ 38,568	\$ -	\$ -	\$ -
Contributions	205,000	205,000	-	0.00%	205,000	-	200,400	205,800	206,000
Miscellaneous Revenue	-	-	-	NA	-	-	-	-	-
Property Taxes	509,657	486,692	22,965	4.72%	486,692	(22,965)	470,193	478,123	461,382
Reserve/Capital/Liquidity Interest	6,252	2,000	4,252	212.60%	2,000	(4,252)	5,862	1,667	405
Specific Ownership Taxes	16,428	25,000	(8,572)	-34.29%	25,000	8,572	21,880	21,440	23,976
Total Revenues	698,769	718,692	(19,923)	-2.77%	718,692	19,923	698,335	707,030	691,763
Debt Service									
2001/2011 Bonds - Gondola - Paid by contributions from TMVOA and TSG									
2001/2011 Bond Issue - Interest	60,000	60,000	-	0.00%	60,000	60,000	65,400	70,800	76,000
2001/2011 Bond Issue - Principal	145,000	145,000	-	0.00%	145,000	-	135,000	135,000	130,000
2006/2014/2020 Bonds - Heritage Parking									
2020 Bond Issue - Interest	80,480	80,480	-	0.00%	80,480	-	89,514	122,635	144,033
2020 Bond Issue - Principal	385,000	385,000	-	0.00%	385,000	-	375,000	345,000	320,000
Total Debt Service	670,480	670,480	-	0.00%	670,480	60,000	664,914	673,435	670,033
Surplus / (Deficit)	28,289	48,212	(19,923)	-41.32%	48,212	(40,077)	33,421	33,595	21,730
Operating Expenses									
Administrative Fees	3,315	8,048	(4,733)	-58.81%	8,048	4,733	8,049	1,996	1,770
County Treasurer Collection Fees	14,397	14,788	(391)	-2.64%	14,788	391	14,082	14,314	13,880
Total Operating Expenses	17,712	22,836	(5,124)	-22.44%	22,836	5,124	22,131	16,310	15,650
Surplus / (Deficit)	10,577	25,376	(14,799)	-58.32%	25,376	(45,201)	11,290	17,285	6,080
Other Sources and Uses									
Transfer (To) From General Fund	(16,428)	(25,000)	8,572	-34.29%	(25,000)	(8,572)	(21,880)	(21,440)	(23,976)
Transfer (To) From Other Funds	-	-	-	NA	-	-	-	-	-
Payment to Refunding Bonds Escrow	-	-	-	NA	-	-	-	-	-
Proceeds From Bond Issuance	-	-	-	NA	-	-	-	-	-
Total Other Sources and Uses	(16,428)	(25,000)	8,572	-34.29%	(25,000)	(8,572)	(21,880)	(21,440)	(23,976)
Surplus / (Deficit)	\$ (5,851)	\$ 376	\$ (6,227)		\$ 376	\$ (53,773)	\$ (10,590)	\$ (4,155)	\$ (17,896)
Beginning Fund Balance	\$ 336,850	\$ 339,540	\$ (2,690)						
Ending Fund Balance	\$ 330,999	\$ 339,916	\$ (8,917)						



PUBLIC WORKS DIRECTOR
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 708.8690
Agenda Item 9

TO: Mountain Village Town Council
FROM: Scott Pittenger, Public Works Director
DATE: February 20, 2025
RE: **Lower See Forever Boiler Replacement**

Executive Summary: Approval of a supplemental appropriation resolution to replace the failed boilers (2) at the See Forever complex.

Background

The Town of Mountain Village owns and maintains boilers at the See Forever Complex for snowmelt of the driveway into the parking garages and walkways within the complex. The “Lower See Forever” boilers provide approximately 1,250,000 BTUs to snowmelt 7,502 square feet of driveway and walkways serving the condominiums on the south end of the complex. Maintenance and utility costs are billed back according to maintenance agreements in place.

These boilers are no longer operable after being red-tagged after a carbon monoxide alarm was triggered and cannot be reasonably repaired. The existing boilers were installed in 1999, have an 85% efficiency rating and have reached the end of their useful life. After procurement, the lowest bid is \$131,741.06 to replace the existing boilers and associated parts and ducting. The replacement boilers will be condensing boilers with a 97% efficiency rating. These boilers were not budgeted for replacement in 2025. A supplemental budget appropriation will be necessary to move forward with this replacement and has been included in the packet for review.

Motions

- If Council approves of moving forward with the boiler replacements:

I make a motion **to approve** the Resolution Appropriating Additional Sums of Money for the 2025 Budget Year to be used for boiler replacements.

- If Council does not wish to move forward with the boiler replacements:

I make a motion **to deny** the Resolution Appropriating Additional Sums of Money for the 2025 Budget Year to be used for boiler replacements.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN
VILLAGE, COLORADO APPROPRIATING ADDITIONAL SUMS OF MONEY FOR
THE 2025 BUDGET YEAR**

Resolution No. 2025-____ - __

Recitals:

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

WHEREAS, The Town of Mountain Village Town Council adopted the 2025 annual budget on December 12, 2025, in accordance with Colorado law, and the Town Council made provision therein for revenues equal to or greater than the total proposed expenditures; and

WHEREAS, The Town entered into 2008 and 2017 maintenance agreements addressing the Town’s responsibilities for operation and maintenance of the snowmelt system at See Forever Village at the Peaks; and

WHEREAS, The Town Council desires to appropriate supplemental funds to replace boilers and perform necessary maintenance and repairs for the snowmelt system at See Forever Village at the Peaks.

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

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. Appropriation. The following sums are hereby supplementally appropriated to the following fund for the stated purpose:

General Fund - Boiler Replacement	\$132,000
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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 Ton 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 this ____ day of February 2025.

**TOWN OF MOUNTAIN VILLAGE,
COLORADO, a home-rule municipality**

By: _____
Martinique Prohaska, Mayor

ATTEST:

Susan Johnston, Town Clerk

APPROVED AS TO FORM:

By: _____
David McConaughy, Town Attorney



AGENDA ITEM 10
TOWN MANAGER
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 729-2654

TO: Mountain Village Town Council
FROM: Paul Wisor, Town Manager
DATE: February 13, 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

General lack of snow has allowed the Road & Bridge team to work through CIRSA trainings, new equipment training, clear snow from our fire hydrants and extensive ice/snow clean up on some of our side (non-arterial) roads and problem areas. The team is poised and ready for what will hopefully be a snowy end to the winter season.

Water

Water production has backed off with the end of the holiday season and the shut down of the resort snowmaking season. The President's Day holiday will increase production again. System checks and water treatment continue as normal.

Plaza Services

Lack of snow and warm temperatures have led to freeze-thaw conditions for the staff to keep up with, chipping, salting and sweeping water away from high-traffic areas. Trash, previously hidden, in snow banks has been consuming much of the staff time as well as putting away some of our last holiday decorations around Town.

Facility Maintenance

Snowmelt and boiler system maintenance and trouble-shooting have been keeping the team busy as well as turnover and ice management at VCA. An RFP for the roof replacement at building #9 has been issued to replace the failing, clay tile roof with a new corrugated steel roofing.

Vehicle Maintenance

The vehicle maintenance team has been busy keeping up with services, swapping out cutting blades on our snow removal equipment and normal mid-winter maintenance.

PARKING

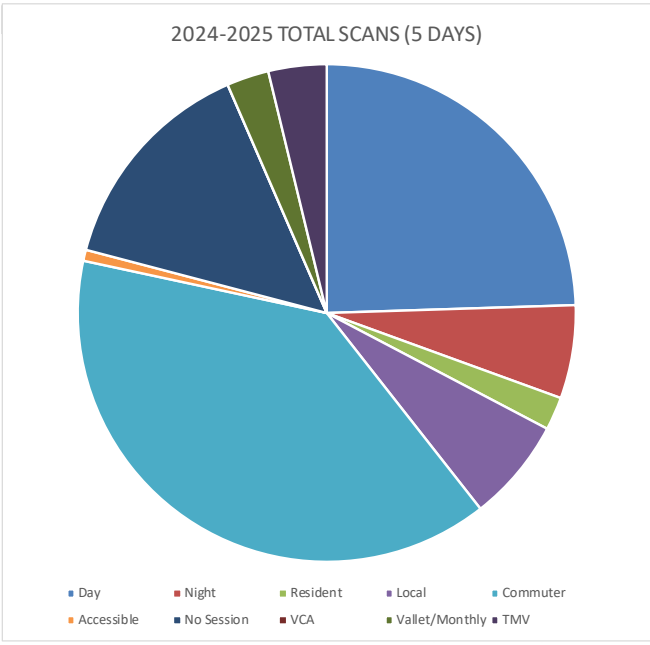
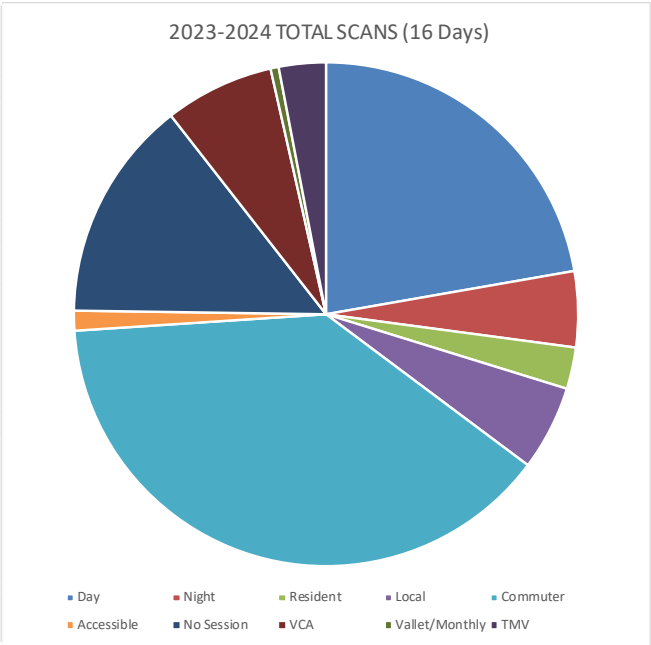
2024 Summary & 2025 Trends

Paid day parking was re-instituted in Gondola Parking Garage in the Winter 2023-2024 season. Paid parking was implemented in South Village Center and Meadows Lot simultaneously with limited enforcement. Paid parking for the North Village Center and the Heritage Parking Garage continued. Rates were decreased in Heritage Parking Garage for the Winter 2024-2025 season with HPG rates being \$2.00 for the first two hours and \$4.00 per hour for each additional hour (\$40.00 maximum for 24 hours) Monday through Thursday. Friday through Sunday HPG rates are \$2.00 for the first two hours and \$8.00 per hour for each additional hour (\$40.00 maximum for 24 hours). Resident, commuter, local permits remain unchanged from the previous year..

The parking department continues to collect and analyze data across TMV’s public parking facilities. Total utilization across all lots has decreased. Total revenues across all lots increased. Pre-liminary scan data from the 2024-2025 Winter Season is consistent with scan data from the 2023-2024 Winter Season. The parking department will conduct user surveys in GPG and HPG during the remainder of the winter season. The current parking program appears to be achieving the desired effect of balancing parking supply with parking demand.

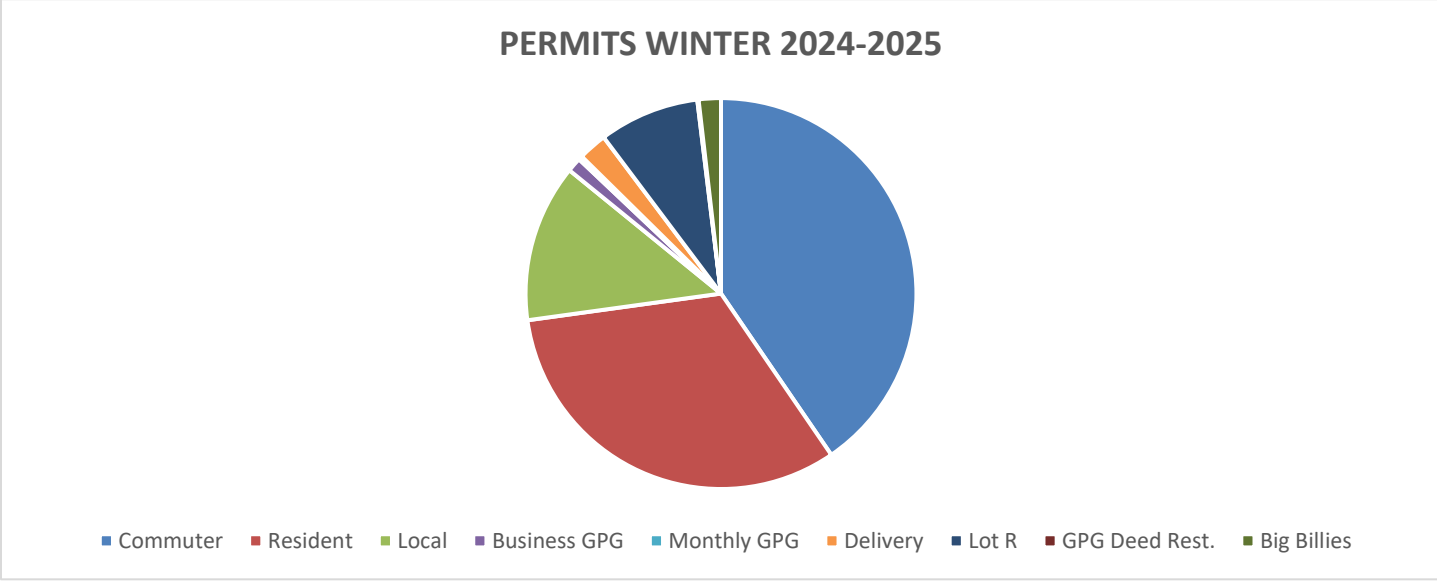
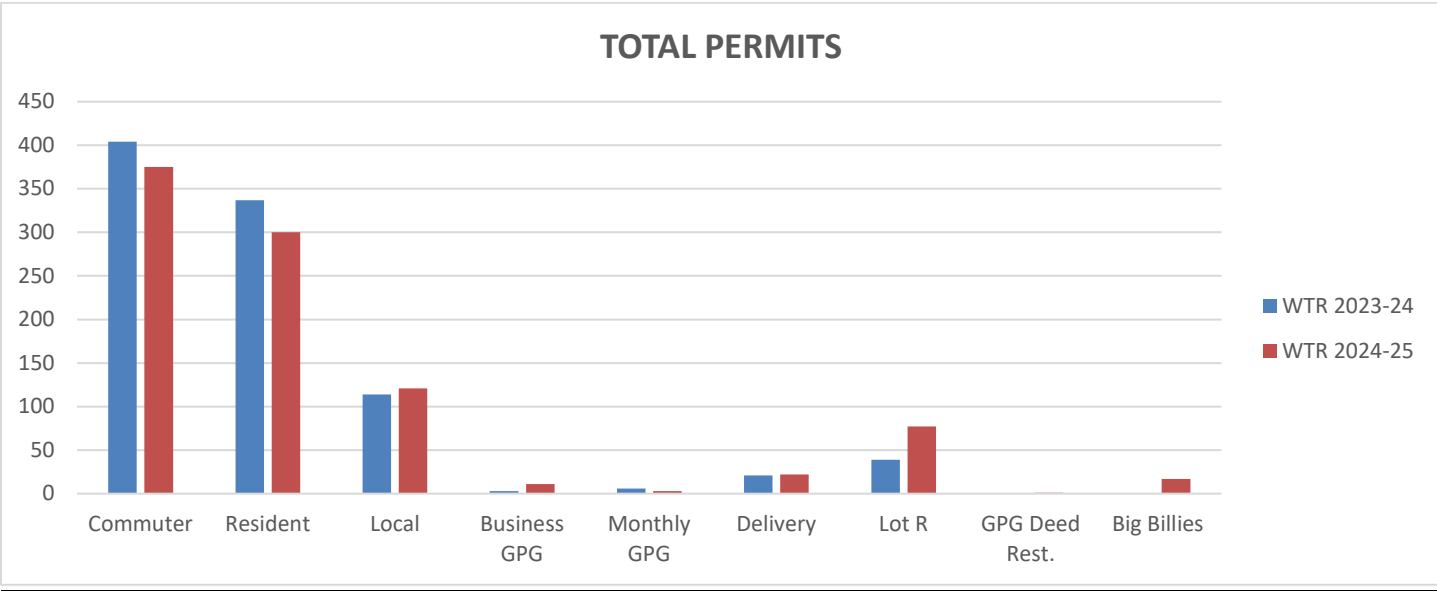
Scan Analysis

	TOTAL 23-24	TOTAL% 23-24	TOTAL 24-25	TOTAL% 24-25
Day	768	22.25%	376	24.50%
Night	168	4.87%	93	6.06%
Resident	92	2.67%	33	2.15%
Local	188	5.45%	103	6.71%
Commuter	1,337	38.73%	598	38.96%
Accessible	44	1.27%	11	0.72%
No Session	491	14.22%	221	14.40%
VCA	242	7.01%	0	0.00%
Vallet/Monthly	18	0.52%	42	2.74%
TMV	104	3.01%	58	3.78%
Total	3,452	100.00%	1,535	100.00%



Permits

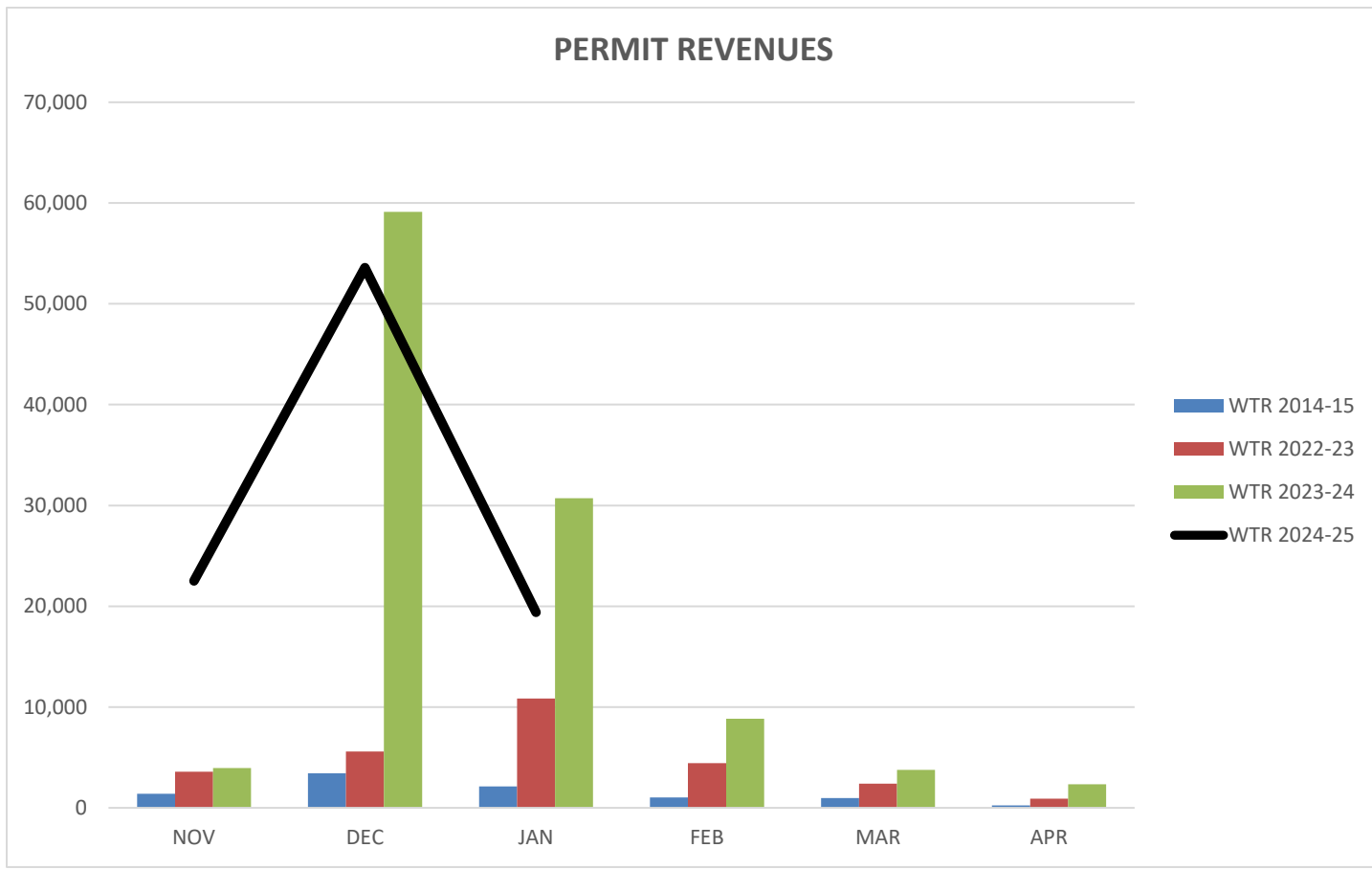
TOTAL PERMITS		
	WTR 2023-24	WTR 2024-25
Commuter	404	375
Resident	337	300
Local	114	121
Business GPG	3	11
Monthly GPG	6	3
Delivery	21	22
Lot R	39	77
GPG Deed Rest	0	1
Big Billies	0	17
Total Per T2	924	927



Permit Revenues

Season to date permit revenues are up \$1,714 (1.83%). November permit revenues were up \$18,555 (469.75%). December permit revenues were down \$5,525 (-9.35%). January permit revenues were down \$11,316 (-36.84%). The monthly revenue fluctuations are due to the late implementation of the paid parking program in the 2023-2024 winter season versus normal implementation in the 2024-2025 winter season.

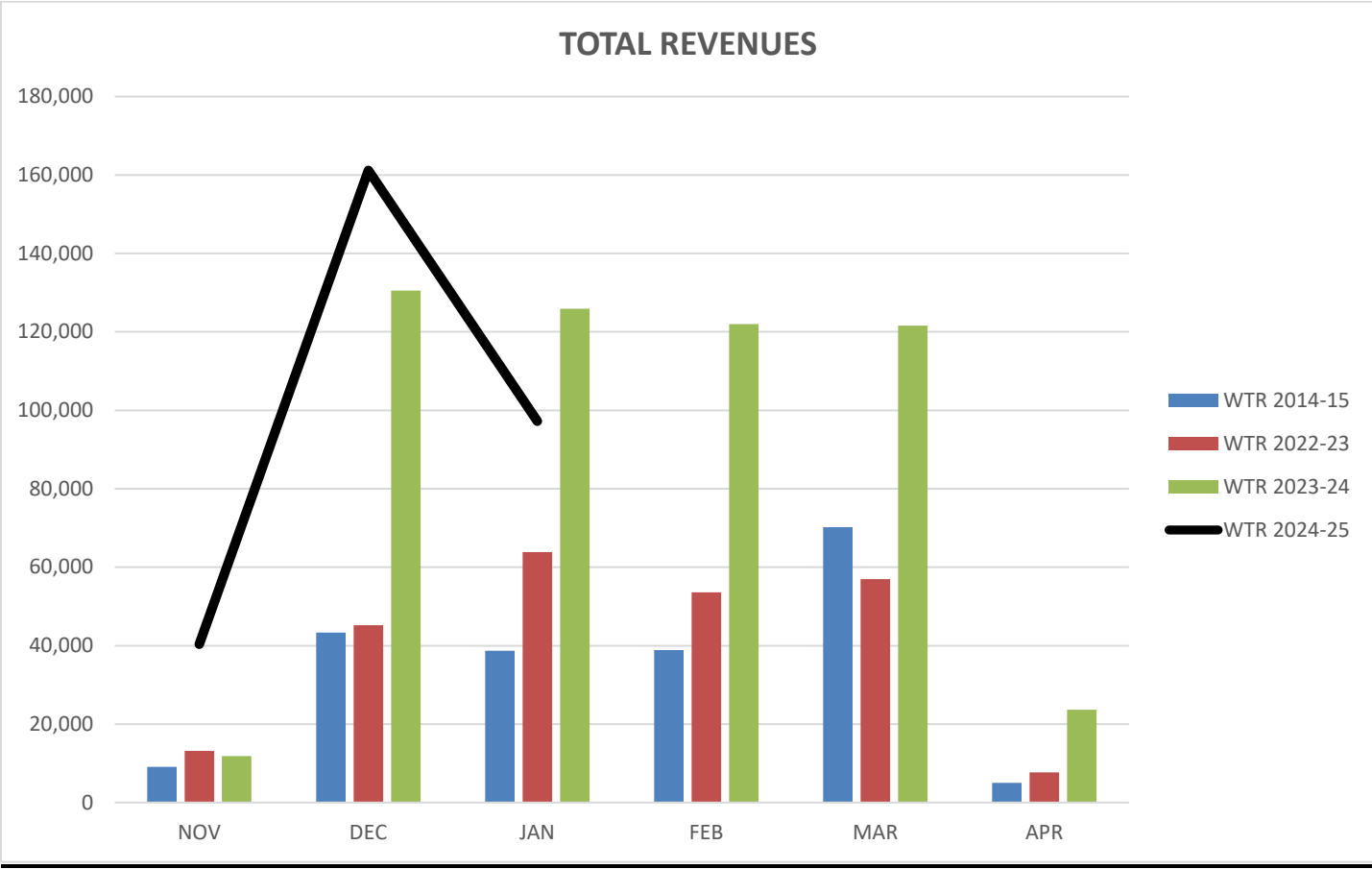
MONTHLY PERMIT REVENUES				
MONTH	WTR 2014-15	WTR 2022-23	WTR 2023-24	WTR 2024-25
NOV	1,410	3,575	3,950	22,505
DEC	3,425	5,600	59,115	53,590
JAN	2,125	10,850	30,716	19,400
FEB	1,045	4,450	8,855	
MAR	965	2,390	3,780	
APR	245	910	2,325	
Total	9,215	27,775	108,741	95,495



Total System Revenue

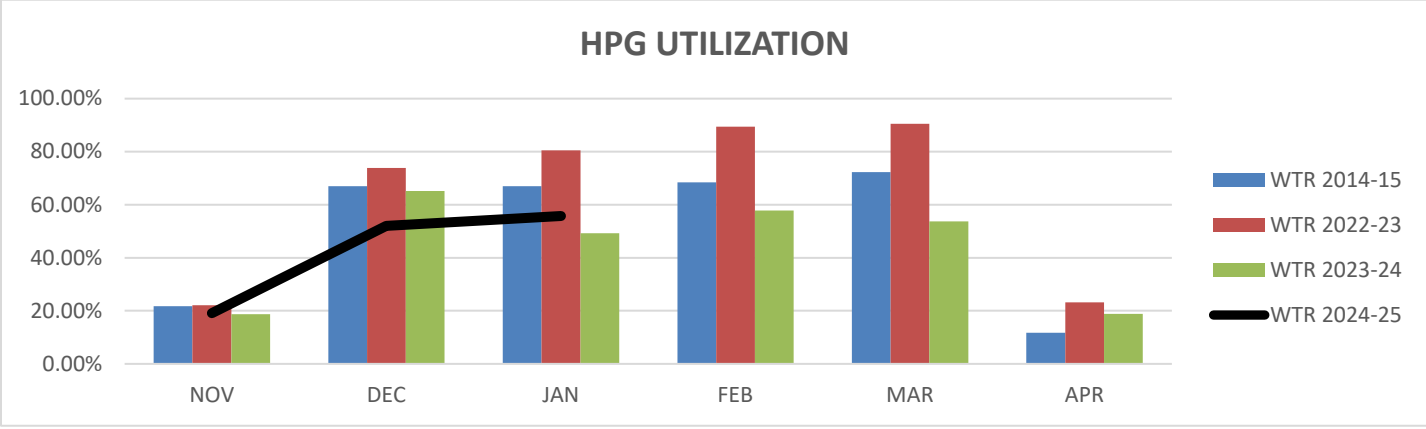
Season to date system revenue is up \$30,519 (11.38%). Total revenues were up in November and December. Total revenues were down \$28,659 (-22.76%) in January.

TOTAL REVENUES				
	WTR 2014-15	WTR 2022-23	WTR 2023-24	WTR 2024-25
NOV	9,091	13,152	11,858	40,367
DEC	43,307	45,199	130,498	161,167
JAN	38,724	63,882	125,913	97,254
FEB	38,871	53,636	122,005	
MAR	70,189	56,928	121,623	
APR	5,006	7,715	23,692	
TOTAL	205,188	240,512	535,589	298,788

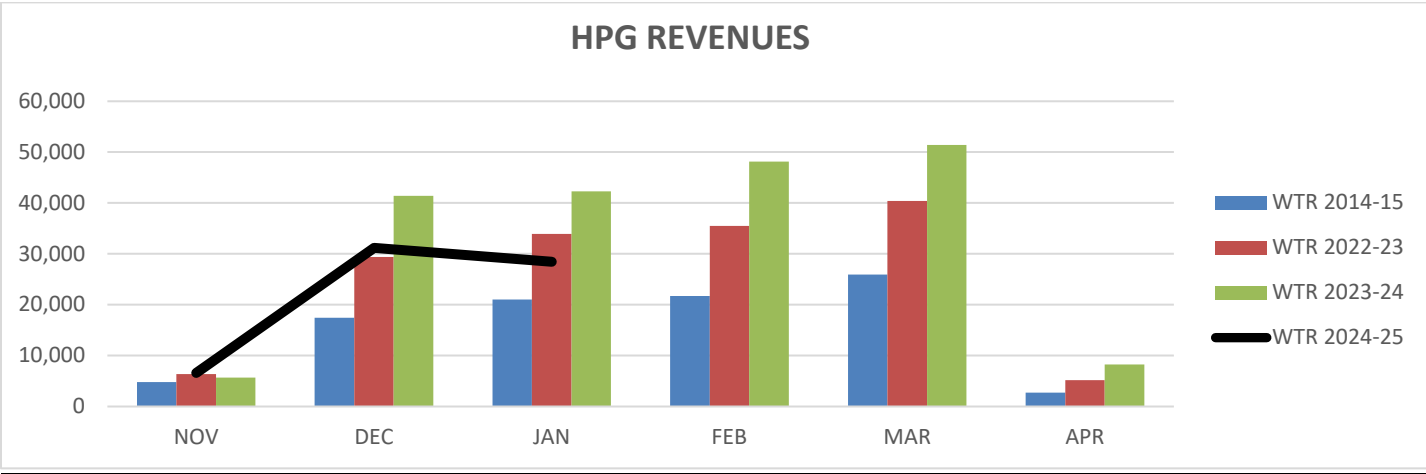


Heritage Parking Garage – Season to date utilization is down slightly. 43.95% for the 2023-2024 winter season versus 42.56% for 2024-2025 winter season. Season to date revenues are down \$23,183 (-25.92%).

HPG UTILIZATION				
MONTH	WTR 2014-15	WTR 2022-23	WTR 2023-24	WTR 2024-25
NOV	21.70%	22.17%	18.74%	19.12%
DEC	67.04%	73.86%	65.16%	52.04%
JAN	67.04%	80.52%	49.24%	55.75%
FEB	68.46%	89.45%	57.77%	
MAR	72.31%	90.57%	53.68%	
APR	11.73%	23.14%	18.87%	

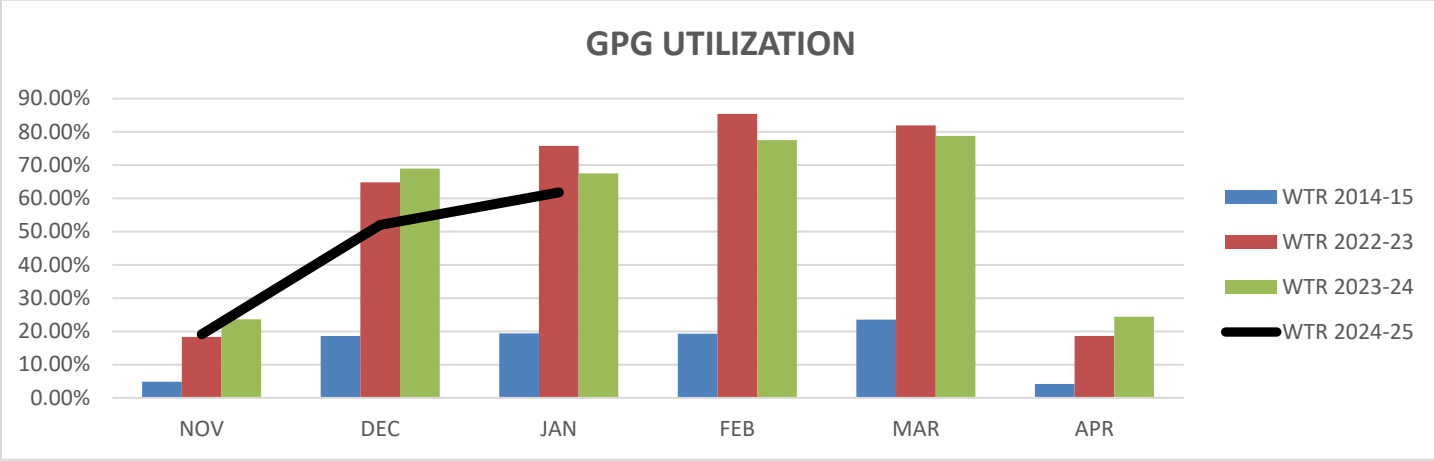


HPG REVENUES				
MONTH	WTR 2014-15	WTR 2022-23	WTR 2023-24	WTR 2024-25
NOV	4,790	6,393	5,689	6,600
DEC	17,465	29,384	41,438	31,182
JAN	21,004	33,910	42,312	28,474
FEB	21,740	35,521	48,145	
MAR	25,909	40,398	51,395	
APR	2,719	5,206	8,240	



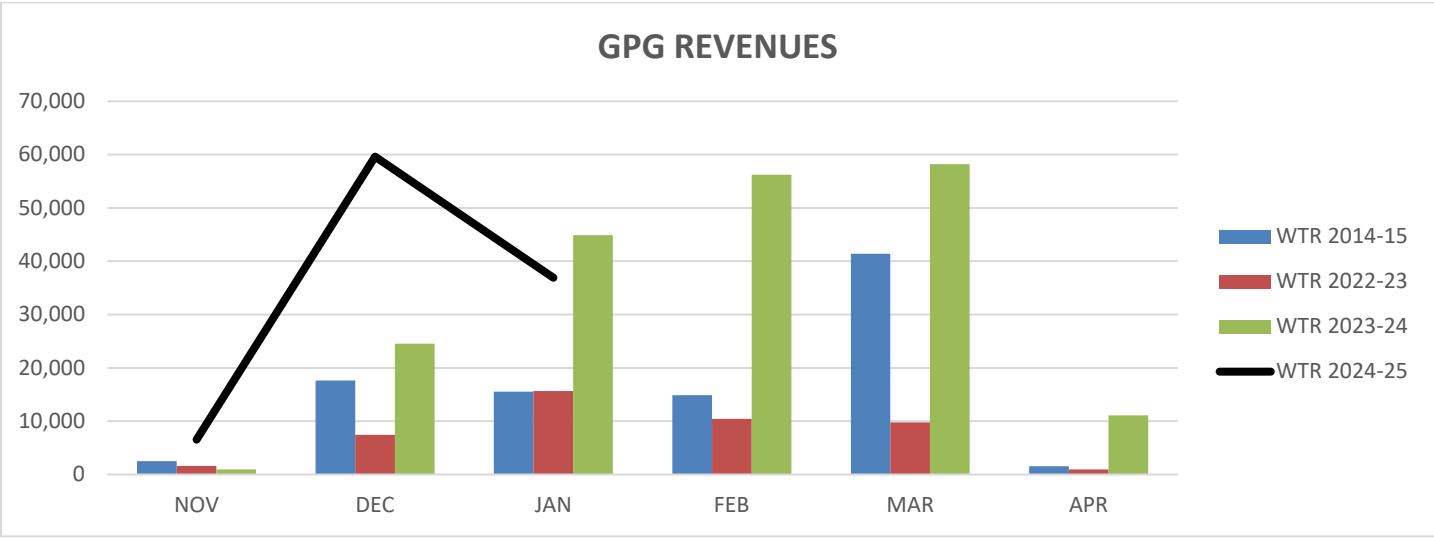
Gondola Parking Garage – Season to date utilization is down 6.42%. Season to date revenues are up \$32,655 (46.39%).

MONTH	WTR 2014-15	WTR 2022-23	WTR 2023-24	WTR 2024-25
NOV	4.84%	18.33%	23.60%	19.12%
DEC	18.66%	64.85%	68.92%	52.04%
JAN	19.38%	75.84%	67.56%	61.80%
FEB	19.28%	85.45%	77.56%	
MAR	23.52%	81.94%	78.78%	
APR	4.18%	18.60%	24.44%	



GPG REVENUES

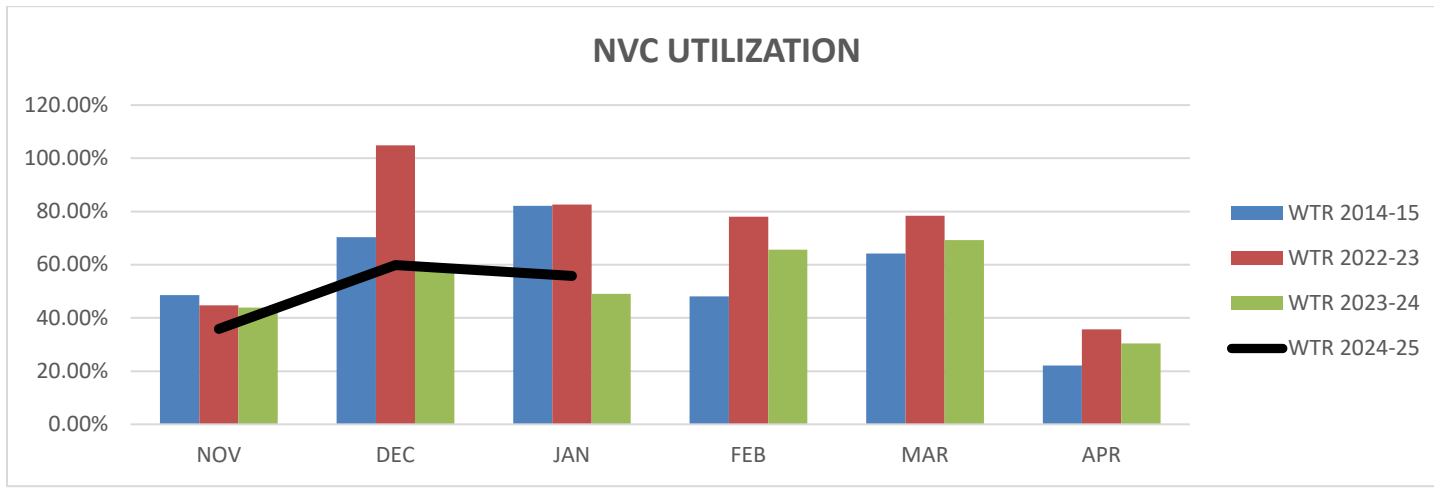
MONTH	WTR 2014-15	WTR 2022-23	WTR 2023-24	WTR 2024-25
NOV	2,491	1,620	925	6,540
DEC	17,639	7,445	24,555	59,615
JAN	15,505	15,630	44,905	36,885
FEB	14,848	10,445	56,250	
MAR	41,425	9,760	58,223	
APR	1,564	925	11,115	



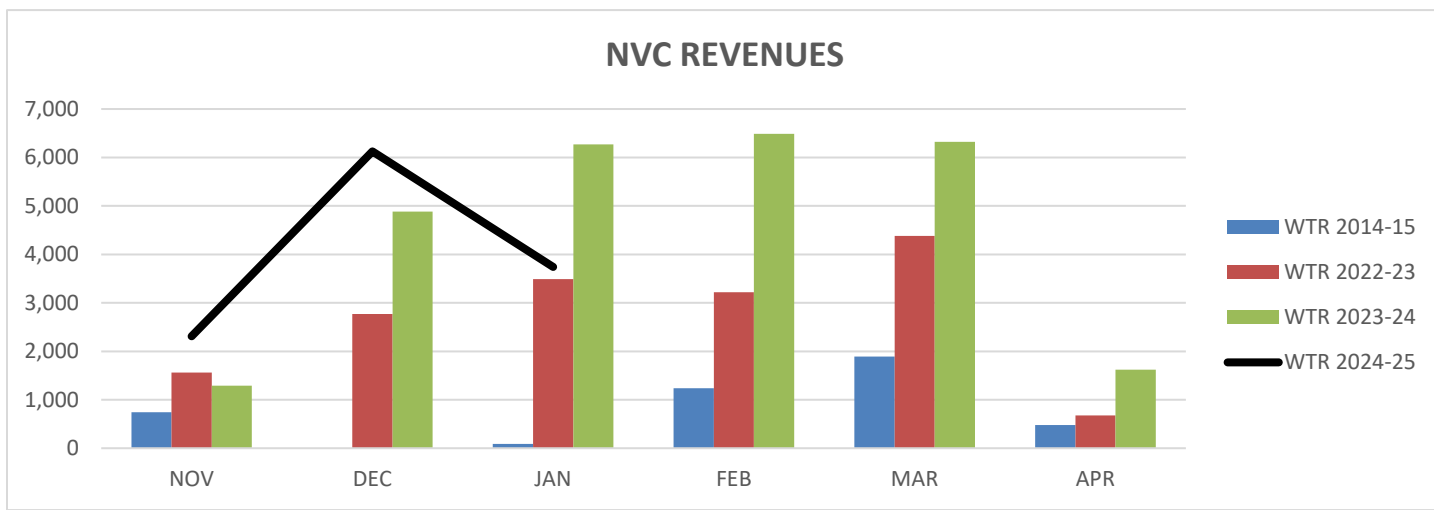
North Village Center – Season to date utilization is down 0.78%. Season to date revenues are down \$269

(-2.16%).

NVC UTILIZATION				
MONTH	WTR 2014-15	WTR 2022-23	WTR 2023-24	WTR 2024-25
NOV	48.53%	44.77%	43.87%	35.87%
DEC	70.32%	104.90%	59.74%	59.87%
JAN	82.19%	82.58%	49.03%	55.74%
FEB	48.14%	78.00%	65.66%	
MAR	64.26%	78.45%	69.29%	
APR	22.13%	35.73%	30.40%	

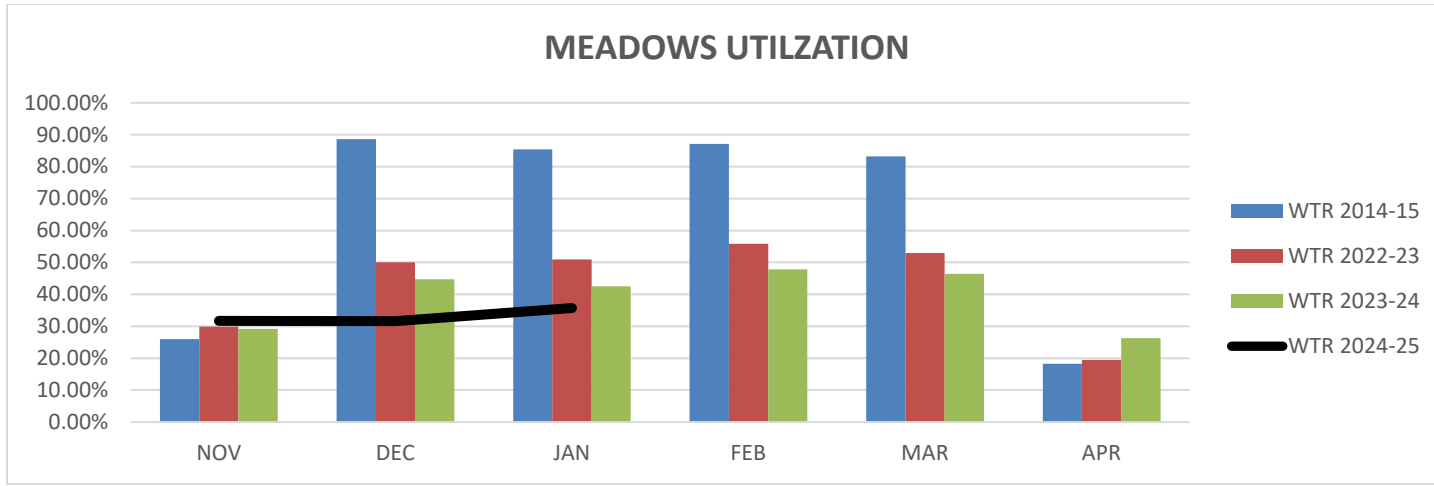


NVC REVENUES				
MONTH	WTR 2014-15	WTR 2022-23	WTR 2023-24	WTR 2024-25
NOV	742	1,564	1,294	2,310
DEC	0	2,770	4,880	6,125
JAN	90	3,492	6,270	3,740
FEB	1,238	3,220	6,490	
MAR	1,890	4,380	6,320	
APR	478	674	1,622	

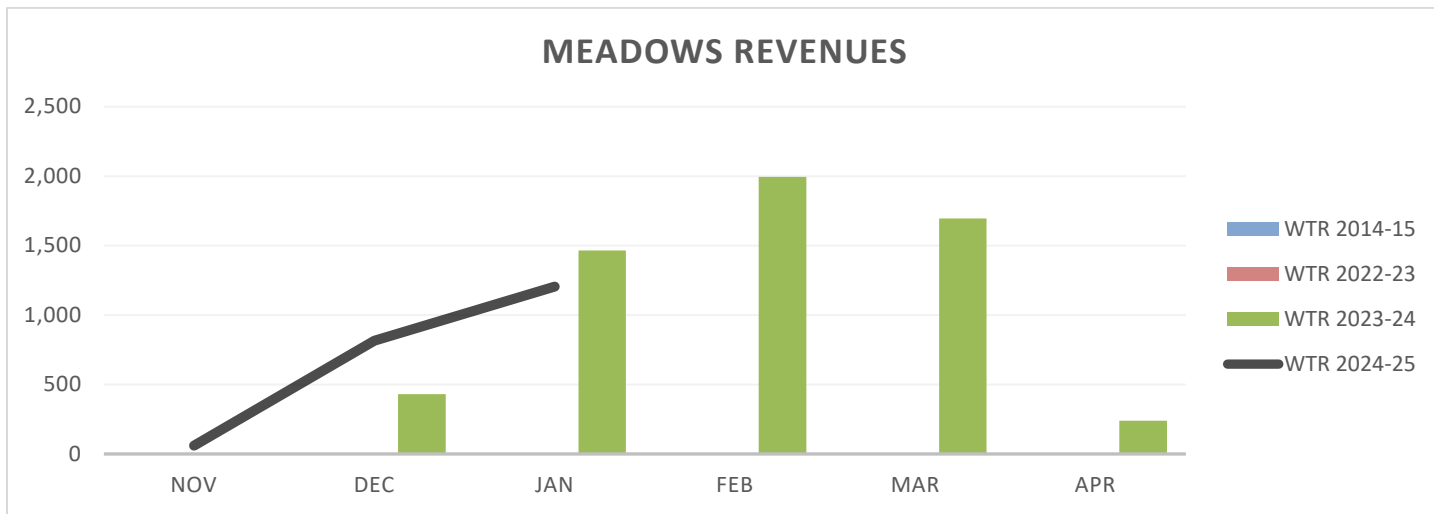


Meadows Lot – Season to date utilization is down 6.22%. Season to date revenue is up 9.76%.

MEADOWS UTILIZATION				
	WTR 2014-15	WTR 2022-23	WTR 2023-24	WTR 2024-25
NOV	26.00%	29.88%	29.21%	31.73%
DEC	88.65%	50.03%	44.78%	31.61%
JAN	85.45%	50.91%	42.49%	35.72%
FEB	87.18%	55.81%	47.84%	
MAR	83.20%	52.96%	46.48%	
APR	18.27%	19.45%	26.33%	

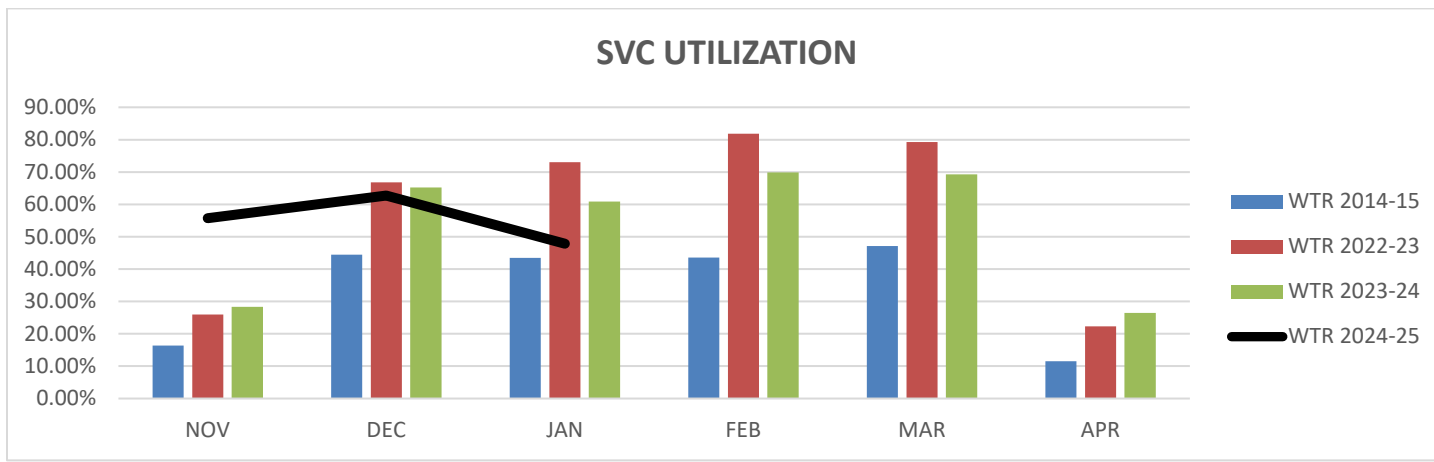


MEADOWS REVENUES				
	WTR 2014-15	WTR 2022-23	WTR 2023-24	WTR 2024-25
NOV	0	0	0	60
DEC	0	0	430	815
JAN	0	0	1,465	1,205
FEB	0	0	1,995	
MAR	0	0	1,695	
APR	0	0	240	

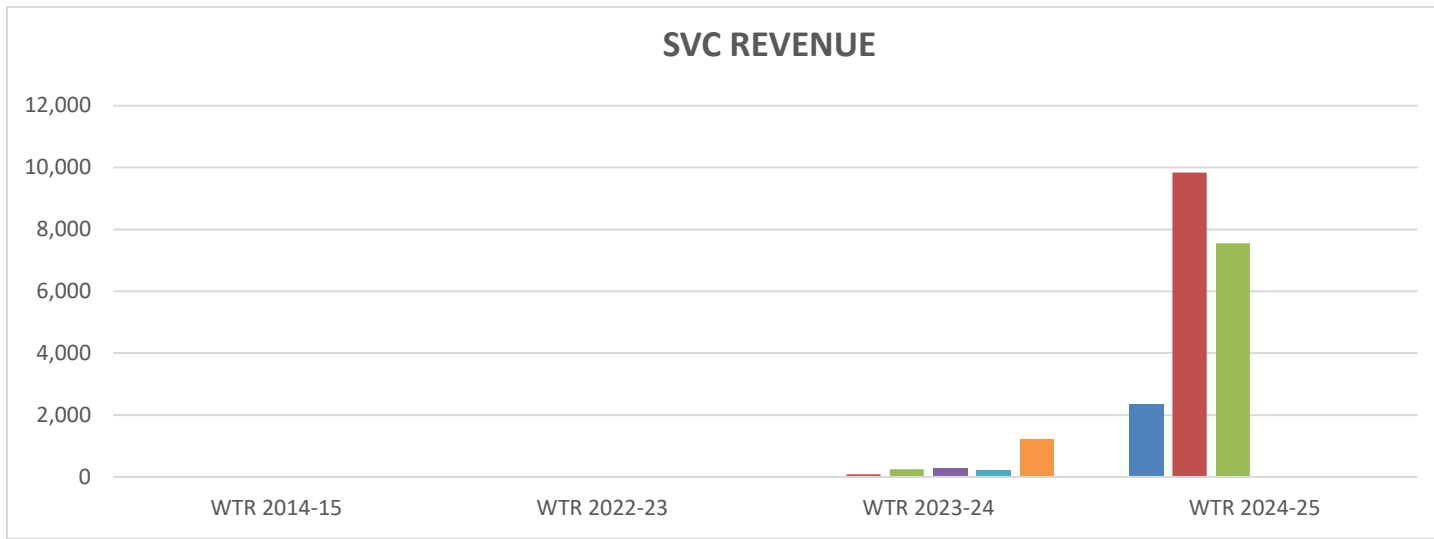


South Village Center – Season to date utilization is down 31.34%. Season to date revenue is up \$19,417 or 5,974%. TMV began charging in SVC in December of 2023 for the first time. Enforcement was limited last winter.

SVC UTILIZATION				
	WTR 2014-15	WTR 2022-23	WTR 2023-24	WTR 2024-25
NOV	16.42%	25.94%	28.35%	55.73%
DEC	44.50%	66.84%	65.22%	62.72%
JAN	43.50%	73.07%	60.83%	47.85%
FEB	43.56%	81.85%	69.86%	
MAR	47.17%	79.25%	69.25%	
APR	11.48%	22.31%	26.44%	



SVC REVENUES				
	WTR 2014-15	WTR 2022-23	WTR 2023-24	WTR 2024-25
NOV	0	0	0	2,352
DEC	0	0	80	9,840
JAN	0	0	245	7,550
FEB	0	0	270	
MAR	0	0	210	
APR	0	0	1,205	



GONDOLA

Business as usual at the gondola with January ridership down 1.7% when compared to January of 2024 - 309,498 passenger trips in 2025 and 314,803 in 2024. There have been no notable interruptions to gondola service since the start of the new year. The operations team continues to be fully staffed. The temporary construction and crane airspace variance for the Four Seasons project, submitted in December, was approved by the full CPTSB board at their February 5th meeting.

PARKS and REC

The parks and rec crew continue to perform their winter routine consisting of ice rink maintenance, winter trail grooming, foot packing / maintenance on non-machine groomed trails, and snow removal. The sunny and warm conditions through the second half of January made for challenging ice maintenance and grooming. Snowcat grooming was paused on February 6th due to thin conditions and will resume when adequate coverage returns. In the meantime, grooming will continue with the tracked ranger. Planning for the upcoming trail building season has been ongoing, with scopes and contracts being developed and negotiated with several contractors. Content development and sign design for enhanced trails wayfinding is underway.

2025 goals for parks and rec include:

- Updated trails license agreement with TSG
- Trails wayfinding implementation
- Secure funding for the TMV to Lawson Hill underpass
- Construction of staircase from lower San Joaquin to Mountain Village Boulevard
- Construction of Stegosaurus Trail viewing platform
- Construction of picnic pull-off spot on Boulevard Trail
- Public process for design and approval of a pocket skateboard park to the south of Jeff Jurecki Memorial Playground
- Trails Master Plan Hotlist:
 - Construction of the lower Jurassic Trail reroute around Meadowlark
 - Phase 2 Boulevard Trail improvements from the 68 Bridge to Elkstone
 - Ski Ranches connector trail at Adams Ranch

- Construction of new Boulevard sidewalk section from Vischer to Aspen Ridge
- Reroute of Boulevard Trail / sidewalk under Village Bypass ski bridge
- ADA ramps at entrance to Madeline porte cochere
- Construction of Bear Creek Trail
- Construction of VCA to Boulevard Trail
- Construction of Phase 1 Elk Lake to Touchdown Trail
- Design / engineering for heating Boulevard Trail / sidewalk between the Market and Prospect Bridge
- Corridor clearing and bridge engineering for Meadows Express Trail
- Facilitation of TMV to Valley Floor Trail with Telluride Mountain Club

Munchkins

Together with Lauren Kirn, Munchkins is working to secure funding for a complete rebuild of our preschool playground. After removing the previous structure due to state safety concerns, we are pursuing DOLA grant funds to install a new, durable foundation and innovative play structures that prioritize safety and longevity. We're hoping that DOLA will also help us fund the physical expansion that Munchkins is working through.

We are hard at work preparing for our upcoming Quality Improvement Rating System (QRIS) observation in June, where we aim for a five-star rating. Our focus is on ensuring that all staff are thoroughly trained and fully prepared. Achieving this rating requires attention to every detail, including classroom setup, program management, teacher-child interactions, and fostering strong parent involvement. We are committed to providing exceptional care and education and are dedicated to continually improving in all these areas.

Munchkins preschool program wrapped up six weeks of skiing with the Teleski Comets. It might be one of the coldest rounds of Comets to date, but the skiers did a fantastic job and had a blast overall.

We are still searching for one more full-time employee to complete the Munchkins' team with the recent expansion.

Community Development

Planning

Planning is working with the Four Seasons team on final revisions to plans for both final heights and densities (the approval Ordinance allowed for slight modifications to both within certain limits) We are also reviewing draft construction mitigation plans. Discussions regarding potential forest service trade parcel in the Ilium valley continue, the application is being prepped and we anticipate submittal in March. Otherwise design review and code continues as usual, though we're currently down one planner with Drew Nelson's transition to the housing department.

Building

Staff has been working on both 2024 code adoption amendments and potential REMP worksheet changes. We are down one inspector and inspections have picked back up. Both building and planning are working through workflows in preparation for the transition to OpenGov permitting software in April. The building department will not be conducting

inspections the week of February 24-28 so staff can attend a training workshop. This is actively being communicated to contractors.

GIS

Phase 4 re-addressing community meeting is scheduled for February 18th with re-addressing notices going out on March 4. LT continues to assist other departments with multiple projects on an as-needed basis.

Forestry

Forestry is working to revise the work plan for the community shaded fuel break project, to correspond with the preliminary partial grant award from the USFS. Because they did not grant our full request, we need to amend our proposal before a formal approval of the grant can be made. Otherwise, slash pile burning continues when weather allows.

Clerks

All grant agreements and invoices have been received and processed for the 2025 Grant cycle. The 4th quarter Contract Management review has been completed, and the deletion list has been reviewed by staff and deleted per the State Archivist Retention Schedule for the year ending 2024. We are continuing our election database training and creating templates for the various reports requested during the election cycle. All forms have been updated, and we've met with the Communications Manager to map out the advertising calendar for candidates for the 3 open seats, voter registration and the election date.

Human Resources

Human Resources is excited to share updates on recent and upcoming initiatives:

- Financial Wellness Training: In 2025, HR will be hosting financial wellness training sessions, with staff feedback being collected through a survey to better tailor these events.
 - o Getting Wise with Wisor (an all-staff event) will be held on February 26th.
- Onboarding Improvements: The HR team, Lindsay and Ashley, have developed and implemented comprehensive onboarding programs through NeoGov to support seasonal employees, full-time staff, Town Council members, and safety-related roles. These programs were created to ensure that all new hires meet the necessary requirements for a smooth and successful start. The onboarding programs include:
 - o Completion of all required paperwork, ensuring compliance and readiness for employment.
 - o Detailed training checklists to guide new hires through their role-specific requirements.
 - o Informative training videos tailored to meet the needs of various roles and departments.These onboarding initiatives were designed not only to streamline the hiring process but also to improve the overall experience for both new hires and their managers. By providing a structured approach, these programs help managers and departments plan for successful start dates, set clear expectations, and enhance employee engagement from day one. This effort reflects HR's commitment to creating an organized, efficient, and supportive onboarding process that sets the foundation for long-term success and integration into the organization.
- Benefit Plan Audit: HR has partnered with our insurance provider to audit current benefit plans and explore opportunities for improvement. This will be a year long project that is spearheaded by our Benefits Coordinator, Lindsay Niehaus.

- Paperless Audit: HR Generalist, Ashley Bulk, is conducting a yearlong 'let's go paperless in 2025!' Initiative.

Fun Stats from 2024:

- Performance Reviews: New hires in 2024 achieved 55.2% meets expectations and 42.61% exceeds expectations ratings on their reviews. These results highlight the importance of a structured onboarding process and continuous support for new employees. By setting clear expectations, providing necessary resources, and fostering an environment for growth, we continue to empower employees to succeed early in their roles. This level of performance not only reflects the quality of talent joining our team but also emphasizes the critical role of effective onboarding, training, and management in shaping employee success and engagement.
- Health Insurance Enrollment: For 2025, 96% of employees enrolled in Town health insurance (only four employees opted out).
- Turnover Rates:
 - o Overall: 16.75%
 - o Voluntary: 12.2%
 - o Involuntary: 4.58%
 - o These figures exclude retirees and seasonal employees.
 - o Our average number of employees for 2024 was 131 (FT/PT).
 - o The overall turnover rate for reporting municipalities averaged between 8.93% – 17.1%

Police

While the overall calls for service dipped slightly, to 578 for January, the investigative calls were quite busy with twenty-seven cases. This included the following calls: A welfare check for a child not feeling safe at home after a possible domestic violence incident, an investigation on scene found a restraining order violation, and the suspect was arrested. Officers responded to several domestic disturbances, in one case the investigation is ongoing, and in two other cases, no criminal activity was found to have occurred. Another domestic disturbance resulted in an arrest for assault (DV).

A suspect was issued a summons for disorderly conduct/criminal mischief. The suspect hit a vehicle and broke out its window with ski poles. Officers investigated a reported dog bite in the Meadows area.

Officers also responded to a private property motor vehicle accident at a local hotel, investigated a hit-and-run accident at the Meadows parking lot, and arrested a suspect for DUI / hit-and-run in an accident on Mountain Village Blvd. Officers conducted a traffic stop for a possible DUI, after an investigation on scene the driver was found to be ok to drive. In another motor vehicle accident on Mountain Village Blvd., the driver of the vehicle that caused the accident left the scene. Using the Flock cameras officers were able to locate a suspect who was issued a summons. A driver was issued a summons for no insurance in another motor vehicle accident

Several thefts are also being investigated including a theft of \$2000 from a local business, the theft of a package from a residence, a reported shoplifting/theft from a local business, and a theft via social media. In a theft of skis near Gondola Station 6, the suspect was identified with the use of cameras and issued a summons. There was a reported trespass at a construction site. The suspect worked for the company but was not allowed at the property. The employee left the property.

Officers investigated harassment at a local hotel this case involved all Spanish-speaking people and was resolved with no criminal charges. In another harassment at a local restaurant, a suspect slapped the victim multiple times in the face. The suspect was issued a summons.

Officers are also continuing to investigate a possible sexual assault and a person being threatened via social media.

Officers responded to assist the Telluride Marshal Office where a suspect was arrested for domestic violence.

Officers conducted 19 traffic stops this month, with most contacts resulting in education and warnings.

We still found time for some training as well. Officer Menter attended an understanding of the Mexican Cartels & Narco Culture (40 hours). Sgt E. Moir, Deputy Chief M. Moir, and Chief Broady attended a regional planning meeting for wildland fire and evacuations. After this meeting, local law enforcement discussed how best to continue to engage and support our immigrant community.

All Staff reviewed critical incident video debriefings, met with the local SANE Nurse for sexual assault forensic examination training, and worked on defensive tactics.

Economic Development and Communications

Economic Development

The Town closed on the purchase of 622 Mountain Village Blvd, unit 101A, formerly the “RESET Telluride” space. Staff is working with our consultant, Battle Born + Co and is actively having conversations with established local and regional restaurant groups to identify and select an operator for a long-term lease.

Staff attended the Colorado Association of Ski Towns meeting in Breckenridge and was able to tour 106West Logistics’ load & delivery operation while there. We continue to work with 106W, who was selected through an RFQ process, to explore last mile load & delivery logistics in Mountain Village.

Along with the Town of Telluride and Telluride Tourism Board, staff attended in-person planning meeting with Karsh Hagan, the 3rd party marketing and advertising firm that develops and executes the destination’s national and regional marketing campaigns. This meeting kicked off the planning and creative development process for what will be the 2025 summer marketing campaign. The campaign will build upon the ‘Beyond it All’ concept that has been successfully implemented over the past year.

Communications

Representatives from Slate Communications recently visited the Town of Mountain Village to learn more about our community and meet with department heads and staff about communications priorities for the year to come. They have begun work on our annual report and a budget brief, and we are excited to share those pieces with the community when complete. They are working through top priorities with Kathrine for the coming months, and we are excited to have their help this year.

The Community Survey is now officially being distributed to those registered for the Town's email newsletter system via our third-party administrator Corona Insight. We ask that if anyone from the community has questions about the survey to please don't hesitate to reach out to Kathrine Warren to learn more.

Telluride Conference Center

The TCC has a busy February on the books and in addition to several corporate groups the facility is excited to be hosting Telluride Gay Ski Week and the annual Telluride AIDS Benefit fashion show. Our next Dinner & a Movie event will feature "The Wizard of Oz" on Saturday, March 22, and "Wicked" on Sunday, March 23 and will be the last event in this series for the winter season.

The HVAC replacement project is underway, and engineering is being finalized. The contractor has been visiting the site, and we are narrowing in on an expected project completion date in July. We are also making final selections on paint and carpet replacement and anticipate these items being completed in the spring offseason.

IT

IT completed its Business Continuity Disaster Recovery (BCDR) draft with Kivu. May 14th is the scheduled onsite tabletop exercise. Moving forward IT will maintain this living and breathing document that includes annually reviewing and practicing various components of the BCDR. Kivu was purchased by another Cyber Security company named Cyber Quorum. Switching topics, IT updated TMV's employee handbook regarding its mobile device policies and started enacting them. This includes re-enrolling iPhones into a more cyber secure environment. This project will take time because it contains workflow interruptions. However, most importantly, TMV completed its CrowdStrike app agent upgrade to all TMV iPhones. IT has been working with Force Business Intelligence on the new elections database and is close to a version release. Finally, IT has been working with the MVPD and has begun deploying the Verkada camera system. Unfortunately, this project has experienced some technical difficulties preventing further camera rollouts. However, Verkada is working on these fixes. Hopefully by next update to council this project is well underway.

Finance

The Finance Department is diligently working on closing out the books for 2024. In addition, they are working on the audit, which in and of itself is a time consuming process in addition to the department's ongoing responsibilities.

Town Manager

Wastewater

- **Alternative Site Progress:** Mountain Village is working on application materials for the subdivision exemption plat and right-of-way (ROW) vacation with legal advisors and consultants. The county recently contacted the Alexander family's attorney to discuss trails, roads, and ROW land exchanges on their retained parcel. The Alexander family's attorney provided a summary outlining their preferred actions and agreements. The application includes a possible land exchange between the Alexander family and the

county to improve an intersection in return for vacating the Rio Grande South ROW, which is currently county-owned.

- Mountain Village and the Alexander family await the county's response before moving forward with the application. The county is expected to hold an executive session on February 19th to discuss this matter before meeting with the Alexander family's attorney.

Ilium Housing

- Mountain Village hired **Midwest Housing Equity Group** to assist with financial analysis for the Ilium Valley Housing Parcel. The town finalized a **Memorandum of Understanding (MOU)** with the Ilium Property Owners Association about shared wells and expanding water access for future housing on Mountain Village land. A fundraising and communications plan is still needed.
- The **request for proposal (RFP) for intersection improvements is on hold** until the county and the Alexander family reach a decision on the land exchange.
- Mountain Village is working with **Economic & Planning Systems (EPS)** on verifying data and analyzing findings from the **Regional Housing Needs Assessment**. Initial results, shared at the February 10th Intergovernmental Meeting, show a current need for 595 housing units, with an additional 293 needed by 2034. A final version of the assessment is expected soon.

Housing

Meadowlark

- All but one unit has been sold to individuals or businesses. Staff is processing rental qualification requests.
- The **Homeowners Association (HOA)** held its first meeting on January 22nd. The town is transferring all declarant rights to the HOA as the project wraps up.

Prospect Plaza

- Town staff is working with tenants on lease renewals and maintenance issues.
- The property is being readdressed now that exterior renovations are complete.

Village Court Apartments (VCA)

- The **VCA Resident Committee** met on January 22nd to discuss potential property improvements, including recreational upgrades.
- The town is designing a **new playground** to replace the one removed when Building 16 was constructed.
- A portion of the **roadway will be paved in 2025**. A long-term phased plan for paving and drainage improvements is in progress.

Staffing Updates

- **Sierra Vargas** has joined as the new **Administrative Assistant** for Town Hall and Housing. She started on February 3rd, transitioning from the Gondola team.
- **Tony Pineda** is the new **Maintenance Worker** for VCA and began working in late January.

Sustainability & Grant Writing

Grants

- The **Colorado State Forest Service (CSFS)** awarded the town an **\$825,303 grant** for a shaded fuel break project to improve forest health and wildfire mitigation.
- The town received a **\$75,000 grant** to create a technical readiness plan for a **regional e-bike share program**, in partnership with the Town of Telluride and San Miguel County.
- Additional grant applications are in progress for:
 - **A new VCA playground**
 - **Wildfire mitigation at VCA**
 - **Multimodal infrastructure**
 - **Community facilities**
 - **Municipal capital improvements**
 - **Water infrastructure**

Sustainability Initiatives

- A new **online tool and educational game** about Mountain Village's waste management and disposal practices is launching soon.
- The town is working with the **Circular Transportation Network** to expand **plastic film recycling** in Mountain Village and Telluride, replacing the current Terracycle box system.
- Students from **Western Colorado University (WCU)** are assisting with the **2024 Mountain Village community greenhouse gas emissions inventory**.
- The town continues to offer **energy-saving incentive programs**, including:
 - **Building Energy, Solar, Composting, Smart Irrigation, and Fire Mitigation programs**
 - More details are available on the **town's website**.
- The **Climate Action Roadmap** is on track for **completion by mid-2025**.

Summer Concert Series

TMVOA plans to once again host the Sunset Concert Series, a signature event that has been a Mountain Village tradition for the past 25 years. In 1999 when TMVOA launched the Series, the primary two objectives were to promote vibrancy in the village center and to create a sense of community. These objectives still stand true today. The Series is eagerly anticipated by the Mountain Village and Telluride community and enjoyed by residents, guests and our local businesses. During TMVOA's monthly Merchant Meetings, local merchants express how important the Series is to their business. Attendance can range from 1,100 – 1,600, with many attendees visiting at least one of Mountain Village's businesses during the day of the concert. Given the success of the Series and based on feedback from its members, the TMVOA Board made the decision to extend the Series by three additional weeks (or three concerts).

Planning for the event typically begins in early January to ensure that high-quality bands can be booked. Putting on the event also requires securing permission from TSG to use their land, specifically the grassy hillside that provides for the ideal venue given the gentle slope that provides for an amphitheater like setting.

Unfortunately, TMVOA has informed the Town that despite several months of trying to get an agreement with Chuck Horning (owner of TSG) and setting a firm deadline of February 10, 2025

for a signed agreement, there has been no response from TSG. This delay has hindered TMVOA's ability to contract with a producer and thus to book high-quality talent, as well as secure the necessary permits and approvals. This has put the Sunset Concert Series in jeopardy for this summer.

However, TMVOA, the Town and the producer have met in a proactive manner to explore alternative locations in the Village Center to ensure the concert series can proceed. Despite being behind on the booking of bands and permitting process, the group has confidence that with the Town's support with securing an alternative venue, the Series can be successfully held this summer.



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To learn more about the Town's website accessibility policy and formally request an accommodation, please visit:

townofmountainvillage.com/accessibility.



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

Activity - Village Court Apartments	2025 MONTH	Monthly Change	2025 YTD	2024 MONTH	Monthly Change	2024 YTD	YTD or MTD Variance	YTD or MTD Variance %
Occupancy Rate %	94.12%	0.76%	94.12%	98.18%	-1.37%	98.18%	-4.06%	-4.1%
# Vacated Units	1	(3)	1	1	(2)	1	0	0.0%
# Work Orders Completed	52	18	52	20	(7)	20	32	160.0%
# on Waiting List	214	(7)		162	(10)		52	32.1%
Activity - Public Works	2025 MONTH	Monthly Change	2025 YTD	2024 MONTH	Monthly Change	2024 YTD	YTD or MTD Variance	YTD or MTD Variance %
Service Calls	441	(80)	441	608	12	608	(167)	-27.5%
Truck Rolls	72	(95)	72	46	(206)	46	26	56.5%
Snow Fall - Inches	35	19	35	46	30	46	(11)	-23.9%
Water Billed Consumption - Gallons	38,673,000	4,039,000	38,673,000	39,093,000	4,152,000	39,093,000	(420,000)	-1.1%
Sewage Treatment - Gallons	9,180,000	1,053,000	9,180,000	9,410,000	4,474,000	9,410,000	(230,000)	-2.4%
Activity - Child Development Fund	2025 MONTH	Monthly Change	2025 YTD	2024 MONTH	Monthly Change	2024 YTD	YTD or MTD Variance	YTD or MTD Variance %
# Infants Actual Occupancy	10.60	4.37		7.27	1.45		3.33	45.7%
# Toddlers Actual Occupancy	9.07	0.69		8.93	1.04		0.14	1.5%
# Preschoolers Actual Occupancy	12.26	(0.47)		14.55	0.00		(2.29)	-15.7%
Activity - Transportation and Parking	2025 MONTH	Monthly Change	2025 YTD	2024 MONTH	Monthly Change	2024 YTD	YTD or MTD Variance	YTD or MTD Variance %
GPG Parking Utilization (% of total # of spaces occupied)	61.8%	4.50%	61.8%	67.60%	-1.30%	67.6%	-5.8%	-8.6%
HPG Parking Utilization (% of total # of spaces occupied)	55.8%	3.80%	55.8%	49.20%	-13.90%	49.2%	6.6%	13.4%
Parking Utilization (% of total # of spaces occupied)	53.4%	2.80%	53.4%	57.80%	-4.20%	57.8%	-4.4%	-7.6%
Bus Routes - # of passengers	0	(161)	0	0	(504)	0	0	NA
Paid Parking Revenues	\$92,404	(\$69,062)	\$92,404	\$122,812	(\$9,998)	\$122,812	(\$30,408)	-24.8%
Activity - Human Resources	2025 MONTH	Monthly Change	2025 YTD	2024 MONTH	Monthly Change	2024 YTD	YTD or MTD Variance	YTD or MTD Variance %
FT Year Round Head Count	103	6		102	0		1	1.0%
Seasonal Head Count (FT & PT)	3	0		4	0		(1)	-25.0%
Gondola FT YR, Seasonal, PT YR Head Count	58	(7)		55	0		3	5.5%
Total Employees	164	(1)		161	0		3	1.9%
Gondola Overtime Paid - Hours	195	47	195	303	0	303	(108)	-35.6%
Other Employee Overtime Paid - Hours	169	81	169	120	0	120	49	40.4%
Total # New Hires	4	(4)	4	7	0	7	(3)	-42.9%
# Terminations	2	0	2	4	0	4	(2)	-50.0%
Seasonal EE's: Gondola Ops, Parking, Plaza Services New Hires: 1 Childcare Program Assistant, 1 VCA Maintenance Worker, 1 Vehicle Maintenance Intern, 1 Seasonal Gondola Operator Terms: 1 Building Inspector II, 1 seasonal Gondola Operator For Terms: 1 resigned, 1 changed careers (still in the area)								
Activity - Communications & Business Development	2025 MONTH	Monthly Change	2025 YTD	2024 MONTH	Monthly Change	2024 YTD	YTD or MTD Variance	YTD or MTD Variance %
Town Hosted Meetings	6	1	6	7	2	7	(1)	-14.3%
Email Correspondence Sent	16	(1)	16	15	0	15	1	6.7%
E-mail List - #	8,461	71		8,498	(22)		(37)	-0.4%
Ready-Op Subscribers	2,254	(13)		2,187	7		67	3.1%
News Articles	28	10	28	20	(9)	20	8	40.0%
Press Releases Sent	3	0	3	2	(2)	2	1	50.0%
Activity - Gondola and RETA	2025 MONTH	Monthly Change	2025 YTD	2024 MONTH	Monthly Change	2024 YTD	YTD or MTD Variance	YTD or MTD Variance %
Gondola # of Passengers	309,498	18,577	309,498	314,803	18,160	314,803	(5,305)	-1.7%
Chondola # of Passengers	35,149	6,172	35,149	31,200	(1,644)	31,200	3,949	12.7%
RETA fees collected by TMVOA	\$ 628,881	\$ 484,206	\$ 628,881	\$ 985,290	\$ 207,076	\$ 985,290	(\$356,409)	-36.2%
Activity - Police	2025 MONTH	Monthly Change	2025 YTD	2024 MONTH	Monthly Change	2024 YTD	YTD or MTD Variance	YTD or MTD Variance %
Calls for Service	578	(86)	578	574	94	574	4	0.7%
Investigations	27	14	27	15	(12)	15	12	80.0%
Alarms	18	1	18	12	(6)	12	6	50.0%
Arrests	4	3	4	0	(5)	0	4	NA
Summons	4	3	4	1	0	1	3	300.0%
Traffic Contacts	19	6	19	17	4	17	2	11.8%
Traffic Tickets Written	1	0	1	3	1	3	(2)	-66.7%
Parking Tickets Written	620	(9)	620	659	127	659	(39)	-5.9%
Administrative Dismissals	56	(2)	56	92	90	92	(36)	-39.1%



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

Activity - Building/Planning	2025 MONTH	Monthly Change	2025 YTD	2024 MONTH	Monthly Change	2024 YTD	YTD or MTD Variance	YTD or MTD Variance %
Community Development Revenues	\$216,534	\$49,591	\$216,534	\$124,679	(\$295,205)	\$124,679	\$91,855	73.7%
# Permits Issued	12	(3)	12	13	2	13	(1)	-7.7%
Valuation of Mtn Village Remodel/New/Additions Permits	\$7,460,822	\$1,670,600	\$7,460,822	\$3,233,941	(\$7,268,795)	\$3,233,941	\$4,226,881	130.7%
Valuation Mtn Village Electric/Plumbing/Other Permits	\$80,000	\$36,053	\$80,000	\$41,076	\$17,776	\$41,076	\$38,924	94.8%
# Inspections Completed	291	(79)	291	180	(22)	180	111	61.7%
# Design Review/Zoning/Agenda Items	12	3	12	10	2	10	2	20.0%
# Staff Review Approvals	32	(5)	32	41	8	41	(9)	-22.0%
Activity - Vehicle Maintenance	2025 MONTH	Monthly Change	2025 YTD	2024 MONTH	Monthly Change	2024 YTD	YTD or MTD Variance	YTD or MTD Variance %
# Preventive Maintenance Performed	18	(157)	18	18	(3)	18	0	0.0%
# Repairs Completed	47	14	47	24	12	24	23	95.8%
Special Projects	4	2	4	4	3	4	0	0.0%
# Roadside Assists	0	0	0	0	0	0	0	NA
Activity - Finance	2025 MONTH	Monthly Change	2025 YTD	2024 MONTH	Monthly Change	2024 YTD	YTD or MTD Variance	YTD or MTD Variance %
# Other Business Licenses Issued	1,099	1,099	1,099	1,101	1,089	1,101	(2)	-0.2%
# Privately Licensed Rentals	90	90	90	84	84	84	6	7.1%
# Property Management Licensed Rentals	524	520	524	530	523	530	(6)	-1.1%
# Unique Property Advertisements Listings for MV	616	616	616	683	(2)	683	(67)	-9.8%
% of Paperless Billing Customers	61.80%	61.80%	61.80%	56.90%	1.11%	56.90%	4.9%	8.6%
# of TMV AR Bills Processed	1,123	24	1,123	1,123	(17)	1,123	0	0.0%
Activity - Telluride Conference Center	2025 MONTH	Monthly Change	2025 YTD	2024 MONTH	Monthly Change	2024 YTD	YTD or MTD Variance	YTD or MTD Variance %
Number of Leads	8	8	8	na	NA	na	NA	NA
Leads Turned Down/Lost	2	2	2	na	NA	na	NA	NA
Contracts Requested	2	2	2	na	NA	na	NA	NA
Contracts Executed	1	1	1	na	NA	na	NA	NA
Actual Revenues	\$21,832	\$21,832	\$21,832	na	NA	na	NA	NA
Contracted Base Revenues	\$19,240	\$19,240	\$19,240	na	NA	na	NA	NA
Revenues above Contracted	\$2,592	\$2,592	\$2,592	na	NA	na	NA	NA

TCC Contracted Activity	2025	2026	2027
Number of Contracted Events	10	5	1
Contracted Base Revenue	\$ 276,483	\$ 160,924	\$ 49,245
Budgeted Revenue	\$ 500,000	na	na
% of Budget Revenue Contracted	55%	na	na
Number of Tentative Events *	9	7	1
Tentative Base Revenue	\$ 124,132	\$ 151,638	\$ 73,570

*Events are listed as tentative when a contract has been requested is not executed.

	Accounts Receivable			Other Stats	
	TMV Operating Receivables (includes Gondola funding and childcare)	Utilities - Water/Sewer	VCA - Village Court Apartments	Population (estimated)	Assessed Property Valuation
Current	\$438,552	443,948	\$7,268	1,434	438,821,785
30+ Days	49,103	37,302	1,492	(Active) Registered Voters	695
60+ Days	5,271	4,320	60		
90+ Days	27,129	2,750	1,144		
over 120 days	66,173	398	-		
Total	\$ 586,228	\$ 488,718	\$ 9,964		
Construction Parking	Total All AR	Change Since Last Month - Increase (Decrease) in AR	100.0%		
Current	\$5,100	\$ 894,868	\$ (156,156)		
30+ Days	16,200	104,097	54,905		
60+ Days	670	10,321	(667)		
90+ Days	155	31,178	18,203		
over 120 days	-	66,571	(24,357)		
Total	\$22,125	\$ 1,107,035	\$ (108,072)		

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

THIS INTERGOVERNMENTAL AGREEMENT (the “IGA”) is made and entered into this 5 day of March 2025 (the “Effective Date”) by and between the **COUNTY OF SAN MIGUEL, COLORADO**, acting by and through the Board of County Commissioners (the “County”); and the **TOWN OF MOUNTAIN VILLAGE, COLORADO**, acting by and through the Town Council, hereinafter referred to as “Town”.

RECITALS

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

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

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

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

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

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

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

WHEREAS, pursuant to such mandate in the Act, the County, by and through the San Miguel County Weed Advisory Board, has developed and adopted the San Miguel County Weed

Management Plan (the “County Plan”), a copy of which is available from the County upon request; and

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

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

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

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

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

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

SECTION I DESCRIPTION OF WORK

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

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

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

Representatives for Mountain Village and the County are:

Mountain Village:

Jim Loebe Transit and Recreation Director
Town of Mountain Village
455 Mountain Village Blvd. Suite A
Mountain Village, CO 81435
Cell: (970)729-3434
Phone: (970)369-8300
Email: jloebe@mtnvillage.org

County:

Julie Kolb, Manager
San Miguel County Vegetation Control & Management
P.O. Box 130
Norwood, CO 81423
Cell: (970)708-0084
Phone: (970)327-0399
Fax: (970)327-4090
Email: juliek@sanmiguelcountyco.gov

SECTION II PAYMENT

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

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

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

SECTION III TERM

This IGA shall be effective as of the Effective Date and shall terminate on December 31, 2025, unless otherwise extended by the mutual written agreement of the parties. Unless otherwise provided in any agreement to extend this IGA, all terms of this IGA shall continue to govern and control the relationship of the parties for the duration of any such extension.

SECTION IV TARGETED FLORA

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

The County and Town agree that a survey will be performed when feasible in spring or early summer 2025 at which time targeted flora will be identified based on the state and county noxious weed lists.

SECTION V RELATIONSHIP OF PARTIES

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

SECTION VI .NON-ASSIGNABILITY

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

SECTION VII EFFECT OF AGREEMENT

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

LIABILITY

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

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

SECTION IX AMENDMENTS

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

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

LICENSE AND INSURANCE

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

SECTION XI FORCE MAJEURE

It is agreed that the Town shall excuse the County of its performance and obligations due to any of the following occurrences: acts of God; strikes; lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State of any of their departments, agencies, or officials or any civil or military authority; insurrection; riots, landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes, or canals; or any other cause of event not within the control of the County that prevents its performance of its obligations.

**SECTION XII
PROPERTY OWNERS**

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

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

**BOARD OF COUNTY COMMISSIONERS
SAN MIGUEL COUNTY, COLORADO**

By: _____
Anne Brown, Chair

ATTEST:

Carmen Warfield, Chief Deputy Clerk to the Board

Reviewed by the County Attorney as to form:

Maura Fahey

TOWN OF MOUNTAIN VILLAGE, COLORADO

By: _____
Martinique Prohaska, Mayor

ATTEST:

Susan Johnston, Town Clerk



**PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

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

Agenda Item No.12

TO: Mountain Village Town Council

FROM: Rodney Walters, Town Forester

FOR: February 20, 2025

DATE: February 11, 2025

RE: Work Session Regarding Potential Distribution of MCH Packets to Private Residents

Attachments: Synergy Semiochemicals MCH packets quote, Environmental Protection Agency (EPA) label for MCH Packets, Safety Data Sheet (SDS) for MCH (3-methyl-2-cyclohexen-1-one), Manufacturer Application Rate instructions screen shot, Scientific Journal article abstract - 3-methyl-2-cyclohexen-1-one individual tree protection against spruce beetle attack in the southern Rocky Mountains

Town Council member Tucker Magid has sent a request that MCH packets be made available to Town of Mountain Village (TMV) residents.

In considering this request two primary thoughts come to mind, the costs for doing so and how to mitigate any potential harmful effects verses benefits of distributing anti-aggregation MCH Packets to residents.

Costs:

The first consideration concerning the costs of distributing packets to residents are outlined below

- Costs of packets is approximately \$2.71 per packet plus shipping (Attachment 1)
 - Approximate cost of 1500 packets plus shipping is \$4165.
 - Chest Freezer to create additional storage capacity for the packets is \$200 - \$330
 - Time to distribute packets to residents is approximately 5-10 minutes per request (average 10 packets per request) is 750 to 1500 minutes which equals between 12.5 to 25 hours
 - Forester's time to prepare an instructional packet containing a sign off form, applications instructions, tree identification information and photographs, dosage requirements is approximately 8 - 12 hours.

Potential for Harmful Effects:

The second consideration reflects potential harmful effects verses potential benefits for doing so. When pesticides are distributed, the law requires that the applicator follow all the EPA label instructions (Attachment 2) for the specific product that is being applied and that the application rates do not exceed the limit defined by the label. The law also requires that SDS (Attachment 3) sheets be readily available to anyone who may be exposed to any chemical (generally employees, small business operators, or members of the public). There are potential legal risks associated with the label not being followed (for the applicator), which in this case would be the private residents who apply the chemicals or to anyone they hire to apply the chemicals

Legal risks to the Town may be nullified or reduced by making the label and SDS sheet available to each resident who receives packets and by requiring them to sign a form whereby they agree to follow all requirements of the Synergy Semiochemicals Corporation application and dosage instructions (Attachment 4) and the EPA label and by being given out a copy of the SDS sheet. Our instructions would specify a maximum dosage of 40 packets per acre according to the manufacturer's instructions. By receiving the MCH bubble cap packets, the residents would be assuming the responsibility for applying them correctly and for taking the precautions necessary to protect the environment and themselves (and their employees) from harm. MCH bubble caps are readily available to the public for purchase and are not controlled pesticides that require special licensing and certifications to purchase and apply.

The next aspect considers potential harm to residents due to exposure to the chemical. MCH is considered to have a low probability of causing toxicological harm to humans, but it may cause skin irritation, eye irritation, and respiratory irritation. The label provides 1st aid instructions for eye, skin, and inhalation exposure and if the chemical is swallowed. It provides instructions to avoid skin, eyes, or clothing contact, how to handle the bubble caps, and how to store and dispose of them (Attachment 2). If all the EPA label instructions are followed, then the health risks associated with the bubble caps are minimal. However, eye, skin, and even respiratory irritation are likely. In my experience, eye irritation is noticeable and even significant and respiratory irritation is noticeable (similar to menthol). The skin irritation is noticeable but easily managed with clothing and gloves. The respiratory irritation dissipates within 20 minutes to an hour and the eye irritation dissipates within a couple to a few hours. Effects, however, may differ with individuals. The skin irritation for me goes away by washing my skin with soap and water.

Another consideration is potential harm to the environment. If the EPA label is followed (Attachment 2) and the bubble caps are not applied at a dose exceeding 80 packets per acre and they are kept out of water ways and wetlands the harm is minimal, with the greatest risk going to birds (likely crows) or mammals (perhaps squirrels) that may tamper with the packets. The packets likely don't kill these animals but could effect their health, especially in the short term.

My biggest concern of overdosing (exceeding 40 – 80 packets per acre) is a diminishing effect of the packets to repel beetles and potential to begin acting as an attractant. The scientific literature does indicate that overdosing can reduce the effectiveness of the product, but I have found no scientific literature stating that it can act as an attractant the way that the anti-aggregation pheromone, verbenone can.

Another consideration is the bubble caps being applied for the purpose of protecting individual trees from spruce beetle. Although the label allows MCH bubble caps to be applied for spruce beetle, the scientific literature indicates that MCH can help reduce spruce beetle populations at forest scale coverage but has little proven effect in repelling spruce beetles in individual trees and only shows potential to repel spruce beetle in individual trees if also administered with a pheromone known as AKA. MCH alone is mostly effective toward Douglas fir beetle, so applying it for spruce beetle could possibly be wasteful (attachment 5). With all the above in mind, the potential harm to the environment is minimal as long as 80 bubble caps per acre is not exceeded and the bubble caps are not put into waterways or wetlands.

Summary:

To summarize, the potential risks are low if the instructions and label are followed and there could be a greater potential to reduce Douglas fir beetle pressure in and around our Town if MCH bubble cap, packets are distributed more widely. I do believe the risks of distributing MCH bubble caps to TMV residents can be managed by creating a form whereby those receiving the bubble caps accept all responsibility for applying them. They would be required to sign a form stating their agreement to follow all manufacture instructions and the label and accept all responsibility for

applying the packets. In distributing the bubble caps to residents, we would only give them an appropriate number of packets for their property size, for example, a resident for a 1-acre property would be given a maximum of 40 packets, a resident for a ½ acre property would be given a maximum of 20 packets etc. I would provide a quick instruction sheet showing the manufacturer's instructions and a longer instruction fact sheet with information to correctly identify trees (Douglas fir verses subalpine fir) along with the EPA label and the SDS sheets. As you can see, there are several levels of complexity to consider in distributing the MCH bubble caps, but if the community really wants this, it can be done.

Council Discussion:

Staff would like Council to discuss the merits of creating an MCH packet distribution program for private residences and give staff direction to create such a program if desired.

Attachment 1: Synergy Semiochemicals Price Quote, MCH Bubble Caps (500mg)



**Synergy
Semiochemicals**
PROTECTING TREES NATURALLY

QUOTE

7572 Progress Way
Delta, BC V4G 1E9
Canada
(604) 454-1122
semiochemical.com

Quote No. 5132
Date 2/4/2025
Account # 21486
Created By Julien Grebert
Terms Due on receipt

BILL TO

Town of Mountain Village
Contact Rodney Walters
455 Mountain Village Blvd.
Suite A
Mountain Village, CO 81435
United States

SHIP TO

Town of Mountain Village
Contact Rodney Walters
455 Mountain Village Blvd.
Suite A
Mountain Village, CO 81435
United States

ITEM	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT
3311 - Synergy Shield MCH (single bubble USA only)	repellent single bubble; USA only	2,510.00	EA	\$2.71	\$6,802.10
Freight	2510 MCH	1.00	EA	\$128.94	\$128.94
3311 - Synergy Shield MCH (single bubble USA only)	repellent single bubble; USA only	5,000.00	EA	\$2.71	\$13,550.00
Volume Discount		5,000.00	EA	\$-0.05	\$-250.00
Freight	5000 MCH	1.00	EA	\$324.38	\$324.38
Memo :		Subtotal			\$20,555.42
Taxes :		Taxes			\$0.00
Currency : US Dollar		Total Amount			\$20,555.42

GST No. 849163076 All international and US orders are payable in US funds. Use Quote number when ordering. Quotes are valid for 30 days and do not include customs clearance, duties or taxes for orders sent outside of USA or Canada. Our shipping terms for international orders are CPT.

Attachment 2: MCH Bubble Caps (500mg) EPA Label

90515-1

3/21/2014

1/4

U.S. ENVIRONMENTAL PROTECTION AGENCY



Office of Pesticide Programs
Biopesticides and Pollution Prevention Division (7511C)
1200 Pennsylvania Avenue NW
Washington, DC 20460

EPA Reg. Number:

90515-1

Date of Issuance:

MAR 21 2014

Unconditional

Name of Pesticide Product:

Synergy Shield MCH

NOTICE OF PESTICIDE:

Registration
 Reregistration
(under FIFRA, as amended)

Name and Address of Registrant (include ZIP Code):

Synergy Semiochemical Corporation
c/o Technology Science Group, Inc.
712 5th Street, Suite A
Davis, CA 95616

Note: Changes in labeling differing in substance from that accepted in connection with this registration must be submitted to and accepted by the Biopesticides and Pollution Prevention Division prior to use of the label in commerce. In any correspondence on this product always refer to the above EPA file number. On the basis of information furnished by the registrant, the above named pesticide is hereby registered under the

Federal Insecticide, Fungicide and Rodenticide Act (FIFRA). Registration is in no way to be construed as an endorsement or recommendation of this product by the Agency. In order to protect health and the environment, the Administrator, on her motion, may at any time suspend or cancel the registration of a pesticide in accordance with the Act. The acceptance of any name in connection with the registration of a product under this Act is not to be construed as giving the registrant a right to exclusive use of the name or to its use if it has been covered by others.

This registration does not eliminate the need for continual reassessment of the pesticide. If the EPA determines at any time that additional data are required to maintain in effect an existing registration, the Agency will require submission of such data under section 3(c)(2)(B) of FIFRA.

This product is unconditionally registered in accordance with FIFRA Sec. 3(c)(5) and is subject to the following terms:

1. Submit and/or cite all data required for registration of your product under FIFRA section 3(c)(5) and section 4 when the Agency requires all registrants of similar products to submit such data.
2. A one year study is required to satisfy the Storage Stability and Corrosion Characteristics requirements (Guidelines: OCSPP 830.6317 and 830.6320). You have 18 months from the date of registration to provide these data.
3. Revise the EPA Registration Number to read, "EPA Reg. No. 90515-1."
4. Submit three (3) copies of the revised final printed labeling before you release the product for shipment.

A stamped copy of the label and an A-79 Enclosure are enclosed for your records.

Signature of Approving Official:

Date:

Robert McNally, Director
Biopesticides and Pollution Prevention Division (7511P)

3/21/14

E-SUBMISSION

2/4

Synergy Shield MCH

ACCEPTED

MAR 21 2014

ACTIVE INGREDIENT:

3-methyl-2-cyclohexen-1-one.....97.9%

OTHER INGREDIENTS:2.1%

TOTAL:.....100.0%

Under the Federal Insecticide, Fungicide,
and Rodenticide Act, as amended, for
the pesticide registered under
EPA Reg. No. 90515-1

**KEEP OUT OF REACH OF CHILDREN
CAUTION**

FIRST AID	
If in eyes	<ul style="list-style-type: none"> • Hold eye open and rinse slowly and gently with water for 15 – 20 minutes. • Remove contact lenses, if present, after first 5 minutes, then continue rinsing eye. • Call a poison control center or doctor for treatment advice.
If on skin or clothing	<ul style="list-style-type: none"> • Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15 – 20 minutes. • Call a poison control center or doctor for treatment advice.
If swallowed	<ul style="list-style-type: none"> • Call poison control center or doctor immediately for treatment advice. • Have person sip a glass of water if able to swallow. • Do not induce vomiting unless told to do so by a poison control center or doctor. • Do not give anything by mouth to an unconscious person.
If inhaled	<ul style="list-style-type: none"> • Move person to fresh air. • If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. • Call a poison control center or doctor for treatment advice.
Have product container or label with you when calling a poison control center or doctor, or going for treatment. You may also contact 1-800-222-1222 for emergency medical treatment information.	

EPA Reg. No.: (pending as File Symbol 90515-R)

EPA Establishment No.: XXXXX-XX-XX

Manufactured by: Synergy Semiochemical Corporation
7061 Merritt Avenue
Burnaby BC, V5J 4R7 Canada

- Net Contents:**
- 10 units; (500 mg) (1000 mg)per unit; XX ounces total
 - 50 units; (500 mg) (1000 mg)per unit; XX ounces total
 - 100 units; (500 mg) (1000 mg)per unit; XX ounces total

PRECAUTIONARY STATEMENTS

HAZARDS TO HUMANS AND DOMESTIC ANIMALS – CAUTION: Harmful if swallowed or absorbed through skin. Causes moderate eye irritation. Avoid contact with eyes, skin or clothing. Avoid contact with liquid contents. Do not puncture reservoir. Prior to use, open storage bag in a well-ventilated area and allow any accumulated vapors to vent. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum or using tobacco. Remove and wash contaminated clothing before reuse.

ENVIRONMENTAL HAZARDS: For terrestrial uses: Do not apply directly to water, or to areas where surface water is present, or to intertidal areas below the mean highwater mark, except under forest canopy. Do not contaminate water when disposing of equipment washwaters or rinsate.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

Host Tree Stands: Standing and fallen Douglas-fir and Spruce trees and stumps, and stands containing significant numbers of Douglas-fir or Spruce trees. Use on trees in forests; municipal and shade tree areas; recreational areas such as campgrounds, golf courses, parks and parkways; ornamental and shade tree plantings; suburban areas; and rights of way and other easements.

Pests: MCH is an antiaggregation pheromone for the Douglas-Fir Beetle (*Dendroctonus pseudotsugae*) and the Spruce Beetle (*Dendroctonus rufipennis*). Synergy MCH Shield deters mass attack in tree stands and protects susceptible trees.

Application Rate:

Placement on trees:

Place Synergy Shield MCH on trees over 8 inches in diameter on north face of tree at 6 to 12 feet in height. Staple into flashing being careful to **not** puncture the reservoir.

Individual trees and area 1 acre or less:

(For 500 mg units)

Place 2 or 4 Synergy Shield MCH on each tree, depending on risk of attack and size of tree. For large trees over 24 inches diameter, add 1 more Synergy Shield MCH for each additional 8 inches in diameter, 3 feet above the previous Synergy Shield MCH.

(For 1000 mg units)

Place 1 or 2 Synergy Shield MCH on each tree, depending on risk of attack and size of tree. For large trees over 24 inches diameter, add 1 more Synergy Shield MCH for each additional 12 inches in diameter, 3 feet above the previous Synergy Shield MCH.

Forested stands over 1 acres:

(For 500 mg units)

Minimum dose – 40 Synergy Shield MCH/acre. For low to moderate beetle pressure, place 1 Synergy Shield MCH/tree in a grid pattern with 32 foot centers.

Maximum dose – 80 Synergy Shield MCH/acre. For high to extreme beetle pressure, place 1 Synergy Shield MCH/tree in a grid pattern with 23 foot centers.

(For 1000 mg units)

Minimum dose – 20 Synergy Shield MCH/acre. For low to moderate beetle pressure, place 1 Synergy Shield MCH/tree in a grid pattern with 46 foot centers.

Maximum dose – 40 Synergy Shield MCH/acre. For high to extreme beetle pressure, place 1 Synergy Shield MCH/tree in a grid pattern with 32 foot centers.

Timing: Place Synergy Shield MCH at least 2 weeks prior to the expected attack flight of the pest. Under normal weather conditions the Synergy Shield MCH is effective for 60 days. Use a second treatment as needed.

Notes: For best results, remove all beetle-infested trees on property before application. Consider the use of pheromone traps to reduce population pressure.

STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage or disposal.

Pesticide Storage: Store in sealed storage bag in a cold, dry place. Store below 32°F (0°C) or as cold as possible.

Pesticide Disposal: Wastes resulting from use of this product may be disposed of on site or at an approved waste disposal facility.

Container Handling: Nonrefillable container. Do not reuse or refill this container. Place empty bag in trash.

Attachment 3: Safety Data Sheet (SDS)



**Synergy
Semiachemicals
Corporation**

Safety Data Sheet

MCH (3-methyl-2-cyclohexen-1-one)

SECTION 1. IDENTIFICATION

Product Identifier MCH

Other Means of N/A

Identification

Recommended Use Pheromone release device for **Douglas fir beetle** (*Dendroctonus pseudotsugae*) and **Spruce beetle** (*Dendroctonus rufipennis*)

Restrictions on Use Not for household usage

Initial Supplier Identifier Synergy Semiochemicals Corporation
7572 Progress Way
Delta, British Columbia,
Canada
V4G 1E9

For Information: (604) 454-1122

Emergency Telephone Number CANUTEC @ 1-(613)-996-6666

SECTION 2. HAZARD IDENTIFICATION

Classification H226: Flammable liquid and vapor
H315: Causes skin irritation
H319: Causes serious eye irritation
H335: May cause respiratory irritation

Label Elements N/A

Other Hazards N/A

SECTION 3. COMPOSITION/INFORMATION ON INGREDIENTS

Chemical Name	CAS No.	Concentration	Common name / Synonyms	Other identifiers
3-methylcyclohex-2-en-1-one	1193-18-6	N/A	N/A	N/A

SECTION 4. FIRST-AID MEASURES

Inhalation	Remove victim from area to fresh air. Seek medical attention if irritation persists.
Skin Contact	Wash area well with soap and warm water. Seek medical attention if irritation persists.
Eye Contact	Wash eyes with water or saline solution for at least 15 minutes and seek medical attention.
Ingestion	Plastic release device is unlikely to be ingested. Give water or milk to dilute and consider medical attention if large quantities ingested. Do not induce vomiting.
Most Important Symptoms and Effects, Acute and Delayed	Irritation to skin and mucous membranes.
Immediate Medical Attention and Special Treatment	Treat symptomatically and supportively.

SECTION 5. FIRE-FIGHTING MEASURES

Extinguishing Media	
Suitable Extinguishing Media	Dry powder fire extinguisher, carbon dioxide fire extinguisher.
Unsuitable Extinguishing Media	Water.
Specific Hazards Arising from the Product	Fumes from combusting plastic membrane may be irritant or toxic.
Special Protective Equipment and Precautions for Fire-Fighters	No data

SECTION 6. ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment, and Emergency Procedures	If devices are intact, no special precautions required. If devices have been punctured or are leaking, latex or vinyl gloves are recommended.
Methods for Containment and Cleaning Up	Collect devices for disposal in domestic garbage. Any liquid present that has leaked out may be absorbed with vermiculite or other spill kit. Wash area with soap and water.

SECTION 7. HANDLING AND STORAGE

Notes	Chemicals are inside a sealed plastic release device.
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Precautions for Safe Handling Handle with latex or vinyl gloves, wash hands after handling devices.

Conditions for Safe Storage Store away from children and pets in sealed container in a cool, dry place.

SECTION 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Control Parameters

Chemical Name	ACGIH® TLV®		OSHA PEL	
	TWA	STEL	TWA	STEL
3-methylcyclohex-2-en-1-one	N/A	N/A	N/A	N/A

Notes No data for exposure limits.

Appropriate Engineering Controls N/A

Individual Protection Measures

Eye/Face Protection Safety glasses.

Skin Protection Organic-resistant gloves as appropriate.

Respiratory Protection Ventilated area as required for personal comfort.

SECTION 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance Clear to slightly yellow liquid, packaged in plastic membrane release device.

Odour Nutty, caramel-type odor packaged in release device

Odour Threshold N/D

pH N/A

Melting Point and Freezing Point -21°C

Initial Boiling Point and Boiling Range 197°C

Flash Point	68°C
Evaporation Rate	N/D
Flammability (solid, gas)	N/D
Upper and Lower Flammability or Explosive Limit	N/D
Vapour Pressure	0.34mm
Vapour Density (air = 1)	>1
Relative Density (water = 1)	0.97
Solubility in Water	Insoluble.
Solubility in Other Liquids	Soluble in alcohol, acetone, ether, petroleum ether.
Partition Coefficient, n-Octanol / Water (Log Kow)	N/A
Auto-ignition Temperature	N/D
Decomposition Temperature	N/D
Viscosity	N/D

SECTION 10. STABILITY AND REACTIVITY

Reactivity	N/D
Chemical Stability	N/D
Possibility of Hazardous Reactions	None.
Conditions to Avoid	Exposure to UV, oxidizing agents or open flame
Incompatible Materials	Oxidizing agents, chlorinating agents, caustics, amines, strong acids, strong heating or flame
Hazardous Decomposition Products	Oxides of carbon.

SECTION 11. TOXICOLOGICAL INFORMATION

Likely Routes of Exposure

Inhalation Skin contact Eye contact Ingestion

Acute Toxicity

LC50 N/D
 LD50 (oral) N/D
 LD50 (dermal) N/D
 Notes

Skin Corrosion / Irritation N/D

Serious Eye Damage / Irritation N/D

STOT (Specific Target Organ Toxicity) - Single Exposure N/D

Aspiration Hazard N/D

STOT (Specific Target Organ Toxicity) - Repeated Exposure N/D

Respiratory and/or Skin Sensitization Possible with repeated exposure.

Carcinogenicity

Chemical Name	IARC	ACGIH®	OSHA
3-methylcyclohex-2-en-1-one	No	No	No

Notes**Reproductive Toxicity**

Development of Offspring N/A

Sexual Function and Fertility N/A

Effects on or via Lactation N/A

Germ Cell Mutagenicity N/A

Interactive Effects N/A

SECTION 12. ECOLOGICAL INFORMATION

Ecotoxicity None.

Persistence and Degradability N/D
Bioaccumulative Potential None.
Mobility in Soil N/D
Other Adverse Effects None.

SECTION 13. DISPOSAL CONSIDERATIONS

Disposal Methods Dispose of in residential garbage as non-hazardous waste.

SECTION 14. TRANSPORT INFORMATION

Regulation	UN No.	Proper Shipping Name	Technical Name (for N.O.S. entry)	Transport Hazard Class(es)	Packing Group
N/D	N/D	N/D	N/D	N/D	N/D

Special Precautions None.
Environmental Hazards N/A
Transport in Bulk According to Annex II of MARPOL 73/78 and the IBC Code N/A

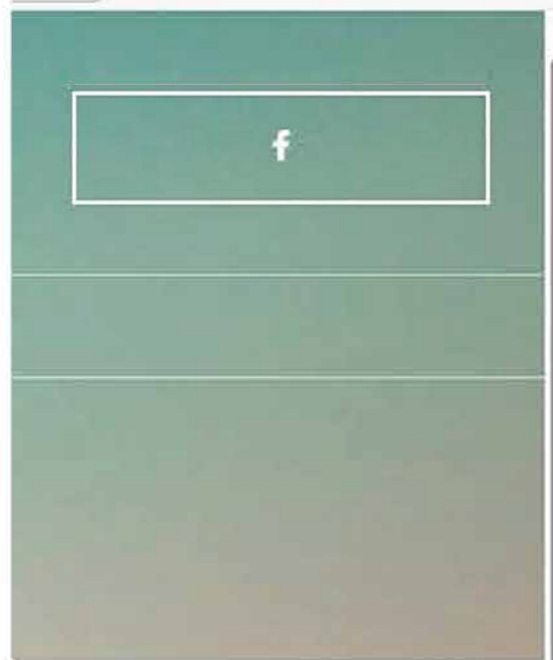
SECTION 15. REGULATORY INFORMATION

Safety, Health and Environmental Regulations N/A

SECTION 16. OTHER INFORMATION

Date of Latest Revision August 26th, 2019

Attachment 4: Manufacturer application Rate Instructions



How do I use MCH for tree protection?	
Biology of a Douglas-Fir Beetle Attack	
Where to use MCH	
Single and Double Bubbles	
When and How to Use MCH	
Useful Tips	
Application Rates For Synergy Shield MCH Single (500mg) Bubbles (USA only)	Individual trees and areas 1 acre / 0.4 hectare or less: <ul style="list-style-type: none">Place 2 to 4 Synergy Shield MCH on each tree, depending on risk of attack and size of tree.For large trees over 24 inches / 61 cm diameter, add 1 more Synergy Shield MCH for each additional 8 inches / 20.3 cm in diameter, 3 feet / 1 meter above the previous Synergy Shield MCH.
Application Rates For Synergy Shield MCH Double (1000mg) Bubbles (Canada & USA)	Forested stands over 1 acre / 0.4 hectare: <ul style="list-style-type: none">Place 40 Synergy Shield MCH/acre or 99 per hectare. For low to moderate beetle pressure, place 1 Synergy Shield MCH/tree in a grid pattern with 32 foot centers*.You do not need to place a bubble directly on the tree. You can apply it to any other tree, building or even a post hammered into the ground.For high beetle pressure, place 1 Synergy Shield MCH/tree in a grid pattern with 23 foot / 7 meter centers*. Maximum dose – 80 Synergy Shield MCH/acre or 198 per hectare. <p>*"Centers" means from the center of one tree to the center of the next.</p>

Attachment 5: Journal Article Abstract - 3-methyl-2-cyclohexen-1-one for individual tree protection against spruce beetle attack in the southern Rocky Mountains



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JOURNAL ARTICLE

3-Methylcyclohex-2-en-1-one for area and individual tree protection against spruce beetle (Coleoptera: Curculionidae: Scolytinae) attack in the southern Rocky Mountains [Get access >](#)

E Matthew Hansen , A Steven Munson, Darren C Blackford, Andrew D Graves, Tom W Coleman, L Scott Baggett

Journal of Economic Entomology, Volume 110, Issue 5, October 2017, Pages 2140–2148,
<https://doi.org/10.1093/jee/tox208>

Published: 07 September 2017 **Article history** 

 [Cite](#)  [Permissions](#)  [Share](#) 

Abstract

We tested 3-methylcyclohex-2-en-1-one (MCH) and an *Acer* kairomone blend (AKB) as repellent semiochemicals for area and single tree protection to prevent spruce beetle (*Dendroctonus rufipennis* Kirby) attacks at locations in Utah and New Mexico. In the area protection study, we compared host infestation rates of MCH applications at three densities (20, 40, and 80 g MCH ha⁻¹) against a control treatment over 0.64 ha plots centered within ~1.25 ha treatment blocks. All treatments included two baited funnel traps within the plot to assure spruce beetle pressure. Following beetle attack, plots were surveyed for new spruce beetle attacks and to quantify stand characteristics. The probability of more severe spruce beetle attacks was significantly reduced, by ~50%, in each of the MCH area treatments compared with the control treatment but there was no significant treatment difference among the MCH deployment densities. For the single tree protection study, we compared attack rates of MCH, *Acer* kairomone blend (AKB), and MCH plus AKB on spruce beetle-baited trees against bait-only trees. Each treatment was applied over a range of host diameters to test for host size effects. Seventy-five percent of control trees were mass-attacked, about one-third of MCH- and AKB-alone spruce was mass-attacked, and no MCH plus AKB spruce were mass-attacked. These results suggest that MCH alone is a marginal area and single tree protectant against spruce beetle but that deployment with other repellents can significantly increase treatment efficacy.

Keywords: [pheromone](#), [bark beetle management](#), [Dendroctonus rufipennis](#), [semiochemicals](#), [Engelmann spruce](#)

Issue Section: [FOREST ENTOMOLOGY](#)

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**PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

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

Agenda Item No. 14

TO: Mountain Village Town Council

FROM: Amy Ward, Community Development Director
Lars Forsythe, Chief Building Official

FOR: Meeting of February 20, 2025

DATE: February 11, 2025

RE: Consideration of revisions to 17.9.6 Appendix 17-2, TMV Renewable Energy Mitigation Program (REMP) - Outdoor Energy Use Worksheet.

BACKGROUND

Through the Community Development Code (CDC), REMF funds are collected to help offset the effects of exterior energy usage in the Town. The existing worksheet utilized has not been updated in over 10 years, and recommended increases are substantial. Additional scopes incorporated into the revised REMF form will include exterior fireplaces, heaters and heat tape. REMF funds are utilized for many Town related renewable projects.

WORK SESSION DISCUSSION

Staff are seeking feedback on Town Council's comfort level with potential REMF fee increases and the additional outdoor energy uses before coming back to you in the near future with a more formal Ordinance for approval.

ATTACHMENT

Exhibit A – Link for Proposed REMF form access
<https://mtnvillage.files.com/f/1f80c2557b9ad954>

Renewable Energy Mitigation Program (REMP)

This slideshow contains an
overview of proposed REMF
revisions



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Existing TMV REMP program

- Located in section 17.7.12 of the CDC
- Snowmelt- Residential 1000sf exempt- Multifamily and commercial 1000sf + 50sf per unit exempt- Duplex and townhome 500sf exempt
- Factory built hot tubs exempt- Site built hot tubs and pools should meet code requirements
- Calculation for REMF configured in the TMV excel spreadsheet. Renewable energy installations can offset REMF payments in lieu.



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Currently Adopted REMP spreadsheets for TMV, TOT and SMC

- All three spreadsheets utilized for these jurisdictions were implemented in about 2016.
- Visually they are the same, but calculation functions differ slightly.
- TOT's spreadsheet does not allow for the sf snow melt exemptions.
- SMC's spreadsheet allows for a 200sf exemption
- Other than the above mentioned differences, calculation functions are the same.



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Sneffels Energy Board(SEB)/EAP recommendations for REMP adoption

- The new REMP spreadsheet recommended is incorporating calculations for energy use from; Heat tape, outdoor gas fireplaces, and outdoor electric and gas heaters in addition to snow melt and hot tubs.
- Calculations in the spreadsheet have been updated to reflect new ASHRE (American Society of Heating, Refrigerating and Air-Conditioning Engineers) standards, and are considered to be more accurate than prior calculations.
- The new spreadsheet example obtained for review is currently being utilized in Basalt, Colorado and has been adopted in other Colorado ski towns.
- Due to lack of updating the REMP spreadsheet for almost 10 years, there is an extreme increase in payment in lieu fees if the example spreadsheet was adopted.
- We have budgeted for modifications to the calculations of the spreadsheet to allow for any proposed incremental increase



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REMP Calculations

	Current REMP (1000sf exempt for snowmelt)	New REMP proposed by SEB/EAP
Snow melt-1000sf	\$0	\$61,594.31
Snow melt-2000sf	\$16,748.00	\$123,188.62
Heat tape-100lf (50' exempt as proposed)	\$0	\$1,823.50
Heat tape-200lf (50' exempt as proposed)	\$0	\$5,470.50
Outdoor electric heater- 4500 watts	\$0	\$3,675.00
Outdoor gas heater- 30,000 btu	\$0	\$7,804.93
Outdoor gas fireplace- 60,000 btu	\$0	\$16,234.26



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Use of REMP funds

Mountain Village Municipal Code

17.7.12 International Energy Conservation Code.

xiii. Appropriation of funds. All REMP payments in lieu received by the Town shall be deposited into a separate account with the Town *to be used for energy reducing town projects and programs that benefit the community. Carbon reducing town projects and programs may be considered an appropriate use of REMP funds with Town Manager approval.*





REMP fund usage

Year	Amount Collected	Total Expended	Project
2014	\$30,921.00	\$17,803.00	Down payment for on-site solar for gondola station 3
2015	\$30,458.00	\$41,554.00	On-site solar for gondola stations 2, 3 and 6
2016	\$52,384.00	-	
2017	\$2,959.00	\$2,500.00	Fire mitigation rebate
2018	\$17,071.00	-	
2019	\$17,796.00	\$8,475.00	Solar array at Lawson Hill Park and Ride
2020	-	\$29,650.00	Programmable thermostats at VCA
2021	\$42,045.00	\$19,580.00	Programmable thermostats at VCA
2022	\$88,537.00	-	
2023	\$26,842.00	-	
2024	\$263,765.00	\$8,597.86	5-year network agreement for fleet EV charging stations





Projected REMP fund usage

The Town of Mountain Village has **\$444,618.14** in REMF funds to date to use for future projects.

Anticipated Timeline	Estimated Cost	Potential Projects
2025	\$11,500	Regional community e-bike share program technical readiness plan
2025	\$5,000	Transformer layout and design work for DCFC electric vehicle stations
2025-2030	TBD	Village Court Apartments energy-efficiency building improvements (e.g., windows and doors upgrades, equipment improvements)
2025-2026	TBD	Mountain Munchkins doors and windows upgrades
2025-2030	TBD	Geothermal/thermal energy network implementation
2025-2027	TBD	Meadows parking lot – electric vehicle charging station infrastructure
2025-2027	\$450,000/bus stop	Bus stops within Mountain Village
2025-2027	TBD	ZEV municipal fleet transition
2025-2030	TBD	Installation of electric vehicle charging stations
2025-2030	TBD	Building retrofits; leverage with EPC
2025-2030	TBD	Renewable energy on municipally-owned buildings





Recommendations

- Adopt the recommended spreadsheet form to capture other exterior energy usages.
- Reduce the exempt snowmelt areas to 200sf to coincide with SMC current adoption (to allow for safe ingress/ egress)
- Provide allowance for 50 lf (lineal foot at +/- 450 watts) of heat tape exempt (to allow for safe ingress/ egress)
- Discussion needed for cost increase of REMP. Yearly incremental increases could be warranted.
- Building and Planning recommend a deferred implementation date of January 1, 2026 to allow for current designs to proceed through permitting and designers to allow for new costs.





TOWN MANAGER'S DEPARTMENT
455 Mountain Village Blvd.
Mountain Village, CO 81435

Agenda Item #15

TO: Mountain Village Town Council
FROM: Michelle Haynes, Assistant Town Manager & David McConaughy, Town Attorney
FOR: February 20, 2025
DATE: February 12, 2025
RE: Consideration of approval of a Memorandum of Understanding (MOU) with the Ilium Property Owners Association (IPOA)

Executive Summary: The Ilium Property Owners Association (IPOA) and the Town of Mountain Village are collaborating to establish a shared water infrastructure system with joint management and operations, as well as wastewater facilities. The Memorandum of Understanding (MOU) marks the first step in this effort. It will allow for the drilling of a second shared well this summer and enable Mountain Village to begin the legal water application process using the existing wells. This agreement will enable the supply of water for future housing development in the area.

BACKGROUND

The Town of Mountain Village Housing Authority (TMVHA) purchased approximately 56.5 acres from the Alexander family in Ilium Valley in the fall of 2023. The property is zoned for Community Housing and is located in San Miguel County, outside the Town of Mountain Village municipal boundary.

The Mountain Village Town Council views the Ilium regional housing development as a long-term, phased project. The first step in this development is to establish water and wastewater facilities. Ilium Valley is considered the next logical area for housing expansion due to its available land and proximity to both the Town of Telluride and the Town of Mountain Village. Given this, the IPOA and Mountain Village find mutual benefit in sharing existing and future water and wastewater facilities.

The Infrastructure Committee reviewed the Memorandum of Understanding (MOU) before this meeting and provided feedback. The IPOA met on January 6, 2025, in both open and executive sessions to discuss the MOU. The IPOA has agreed to the terms as written, and the agreement is now under final legal review.

MEMORANDUM OF UNDERSTANDING (MOU)

Three well sites exist on Mountain Village's north-side property, one of which is already drilled and operational. These wells are owned by and benefit the Ilium Property Owners Association (IPOA). The IPOA and Mountain Village have negotiated the attached MOU to share the cost of drilling a second well. Under the agreement, the IPOA would retain ownership of the wells, while Mountain Village would secure the necessary legal rights and water access. Both entities would co-locate and use the existing and proposed second well to support Phase I and future phases of the Ilium housing project.

Attached as Exhibit A is the MOU as proposed by Mountain Village, pending final legal review by the IPOA.

Summary of Key Agreement Terms:

- **Cost Sharing:** Mountain Village will pay half the cost of drilling the second well, estimated at \$30,000–\$35,000, scheduled for summer 2025.
- **Infrastructure Responsibility:** Mountain Village will not be responsible for infrastructure costs to connect the well to the existing system; these costs will be covered by the IPOA.
- **Wastewater Connection:** The IPOA will connect to the future wastewater treatment plant and abandon its current package plant, paying rates established for Mountain Village users.
- **Future Agreements:** A separate agreement will be established to outline joint decision-making, operations, and management of the Ilium water system.
- **Storage Tank Addition:** Mountain Village will agree to add a second storage tank if determined necessary based on capacity evaluations by an engineer.
- **Infrastructure Ownership:** The IPOA will continue to own all existing infrastructure. However, Mountain Village will cover the costs of additional service lines and the second storage tank.
- **Long-Term Planning:** The MOU recognizes that a future agreement is needed to define long-term ownership, operations, and management of the system.

The staff would like to thank the IPOA for its willingness to collaborate on utilizing existing water and wastewater infrastructure in Ilium to support additional housing development.

PROPOSED MOTION

"I move to approve the Memorandum of Understanding with the Ilium Property Owners Association, as attached in Exhibit A."

/mb

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into on _____, 2025 (“Effective Date”), by and between the TOWN OF MOUNTAIN VILLAGE (the “Town”), a Colorado home rule municipality, and the ILIUM PROPERTY OWNERS ASSOCIATION (the “POA”), a Colorado nonprofit corporation. The Town and the POA may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

A. The POA is a deed-restricted community comprised of approximately 70 units located in unincorporated San Miguel County, Colorado, just west of Telluride (“Community”). The POA holds a well permit for an existing well located adjacent to 63L commonly called Ilium Road, which well provides potable water to the Community (“Well No. 3”). The POA’s package wastewater treatment plant (“Package Plant”) is housed in the building next to Ilium Well No. 3. The POA also holds Decrees Nos. 93CW161 and 93CW163, which collectively allow for the construction of two additional wells to serve the Community.

B. The Town intends to construct a primarily workforce housing project (“Project”) located on property near the Community on real property owned by the Town and described on Exhibit __ (the “Town Property”).

C. Along with the Town of Telluride, the Town intends to form a regional wastewater authority (“Authority”) and construct a new regional wastewater treatment facility (“WWTP”) for the purpose of serving both towns, the Town Property, the Community, and other properties, all of which is subject to ongoing negotiations between the two towns and is not guaranteed.

D. The Parties have been negotiating potential terms and conditions of an agreement whereby the POA would abandon the existing Package Plant, be serviced instead by the new Authority and WWTP, share Well No. 3 with the Project, and work with the Town to construct a second well to serve both the Community and the Project (“Well No. 2”).

E. The Parties desire to enter into this MOU to memorialize their present intentions and plans to continue working together towards the execution of an agreement, as outlined below.

TERMS

1. Wells. The Parties intend to share Well No. 3, as expanded in accordance with section 2 below, and construct Well No. 2 to serve both the Community and the Project. Subject to the terms of the agreement contemplated herein, the Parties will share the cost of the construction of Well No. 2 equally (50% to be paid by each of the POA and the Town). The Town’s share of these expenses shall be solely for the permitting, drilling, and construction of Well No. 2. If the POA desires to connect Well No. 2 to the POA’s water system prior to the Town’s need for it related to the Project, the POA shall bear the costs of testing, power connection, and any and all other associated expenses. Costs paid by the Town will be credited towards future tap fees. The Parties will share the costs of maintenance for Well No. 3 and Well No. 2 equally. To the extent

that existing Well No. 3 and/or proposed Well No. 2 may be located outside of any existing easement on the Property, the Parties agree to cooperate to provide for appropriate easements and to vacate any unnecessary easements on their respective properties. The Party that pays or advances any shared costs shall promptly invoice the other Party for its share.

2. Water Court Process. The Town, at its expense, intends to apply to the Water Court to obtain an enlargement of the POA's water rights, including Well Nos. 3 and 2, and other amendments to the existing water court decrees to provide for water service for the Community and the Project; these enlargements and amendments may take the form of new water rights that may be operated through the POA's two wells. The Parties will share both decreed wells and may construct the third well in the future if they mutually agree. The POA agrees that it shall cooperate with the Town on any applications which the Town deems necessary to comply with the terms of this MOU and shall not file any opposition or protests with the water court concerning same. The Town will be responsible to obtain and pay for any new water rights augmentation contract from Trout Lake or other sources to support the water supply necessary for the Project.

3. Agreement. The Parties agree to continue negotiations of an agreement in good faith including, but not limited to, addressing the issues outlined herein, with the goal of reaching agreement on all material terms by the end of 2025. Outstanding issues include without limitation: whether Authority or Town Facility (defined below) will provide wastewater services; the amount of capacity needed and reserved for the Community; how many units the Town will construct for the Project; and the allocation of cost sharing for the potable water facilities including the cost of constructing and permitting Well No. 2.

4. Storage Tank. At such time the phased deed-restricted housing is constructed in Ilium Valley, the existing water storage tank would also serve the Project, as needed, provided that any use by the Town will leave sufficient capacity in the existing tank for the POA's needs including reserved capacity for fire flows. The Parties agree to cooperate in the planning, design and future construction of an additional storage tank to provide additional capacity to serve the Project and to provide redundancy for the benefit of both Parties. The Parties will work together to develop a timeline and milestones to ensure that any additional tank will be constructed and in place when needed for the Project. The Parties further agree to work together in good faith to determine a fair and equitable cost-sharing formula for the construction of the new tank and related infrastructure once cost estimates have been obtained. Pending mutual agreement on cost-sharing, the Town agrees to bear the initial costs of planning and design for the second tank. The Parties will also cooperate to determine an appropriate location of a new tank in the general vicinity and elevation of the existing tank on property owned or controlled by either Party. The timing of construction of a future tank will be determined based on actual need in consultation with a qualified and licensed Colorado engineer.

5. Support for Project and WWTP. Considering the importance of affordable housing and the potential for the WWTP to become a regional solution for wastewater needs and service, and the layers of review and approval needed to make the Project and the WWTP a reality, the Parties acknowledge the importance of demonstrating support for the efforts described in this MOU and will endeavor to do so. The POA shall support the Project and the WWTP with San Miguel County and CDPHE.

6. Wastewater Service to Community. The POA intends to abandon the Package Plant in exchange for service by the Authority from the new WWTP. The Town is under contract to purchase the property on which the new WWTP is to be located and is in negotiations with other local governments to form the Authority. The POA will become a customer of that Authority, and a certain amount of capacity at the WWTP will be reserved for the Community. The POA intends to contract with the Authority regarding said service. In the event that negotiations to form the Authority fail, the Town intends to construct its own wastewater treatment facility (“Town Facility”), the POA will become a customer of the Town, and the Town Facility shall reserve capacity to serve the Community. It is the intent of the Parties that the POA would be charged the same rates for sewer service as will be applied to residences and structures to be developed within the Town Property, whether from the new WWTP or a Town Facility. The Parties acknowledge that the Authority, if created, will be the rate-setting authority for the WWTP and will need to consent to any agreement between the POA and the Town as to sewer rates.

7. Tap Fees. The original developer of the Community has the right to collect tap fees as a condition of connection to the POA’s water infrastructure in the amount of \$10,000 per residence. The POA and the Town agree that the Town should be entitled to a credit against these fees based on the Town’s share of the design and construction costs incurred for the shared infrastructure described herein. Any balance to tap fees may be addressed through a development plan. The Parties acknowledge that third-party consent by the original developer may be required to effectuate this provision. Tap fee credits shall be assignable in the event that the Town conveys any portion of the Project or the Town Property to another entity.

8. Effect of MOU. The purpose of this MOU is to reflect the present intentions of the Parties but not to be a binding contract. Either Party may terminate this MOU at any time by sending written notice to the other Party. This MOU and the agreement contemplated herein are subject to the Town’s verification of all well permits and decrees listed herein or otherwise necessary to accomplish the goals of this MOU. The Parties agree to work together in good faith to prepare binding contracts and other documents as may be necessary to carry out their intentions as set forth above.

9. Future Agreements. The Parties desire to leave open the possibility of future agreements. The Parties may wish to create an association or other form of joint entity to manage the shared water system upon development of the Project and agree to negotiate in good faith on such matters. n. Future agreements may address the ownership of assets, division of ongoing maintenance obligations, and other topics related to the administration of the terms herein.

10. Assignment. The terms of any agreement reached between the Town and POA shall apply to any and all successors and assigns of the Town with the same force and effect that such terms apply to the Town.

TOWN OF MOUNTAIN VILLAGE

TWO RIVERS OWNERS ASSOCIATION, INC.

By: _____

By: _____

Name:
Title:

Name:
Title:

ATTEST:

ATTEST:

Town Clerk

Secretary



AGENDA ITEM 16
PLANNING & DEVELOPMENT SERVICE
PLANNING DIVISION
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

TO: Mountain Village Town Council

FROM: Michelle Haynes, Assistant Town Manager
Amy Ward, Community Development Director

FOR: Town Council Regular Meeting; February 20, 2025

DATE: February 11, 2025

RE: Staff Memo – First Reading of an Ordinance Clarifying and Correcting the Density Allocated to Lots 1001 and 1005R

PROJECT GEOGRAPHY

Legal Description: LOT 1001
TELLURIDE MTN VILLAGE ACC TO PL REC
12 02 1991 AT 274123 LESS UNIT 4106
BLDG 4 VCA PER SURVEY REC 12 29
2000 IN BK SUR1 PG 371 REPL LOT
1001 ACC TO PL REC 9 10 14 AT 434465
AND CONDO MAP REC 10 03 2023 AT
482584 DECS AT 482585 AKA VILLAGE
COURT APARTMENTS **AND LOT 1005R**
TELLURIDE MTN VILLAGE ACC TO PL BK
1 PG 1216 FILED 12.2.91 AND REPL
BK 1 PG 2710 REC 5.10.00 AND REPL
ACC TO PL REC 9 10 14 IN PL BK 1
PG 4671 AND 4672 AND CONDO MAP REC
10 03 2023 AT 482584 DECS AT 482585
AKA VILLAGE COURT APTS Address: TBD
Eagle Drive

Applicant/Agent: Town of Mountain
Village, Michelle Haynes

Owner: Town of Mountain Village Housing
Authority

Zoning: Multi-family

Existing Use: Multi family, employee
apartments

Proposed Use: Multi family, employee
apartments

ATTACHMENTS

Exhibit A: Proposed Ordinance



Case Summary: In October of 2024, DRB reviewed and recommended approval, and in November of 2024 Town Council approved by second reading of an Ordinance 2024-15, the transfer of 14 units of unbuilt density from Lot 1001 to the density bank and 8 units of unbuilt density from Lot 1005R to the density bank. In the administrative steps required to execute these changes (the issuance of density bank certificates and the change to the density tracking spreadsheet known as the “lot list” and “density bank” that is maintained by the Town), it was discovered that there were inconsistencies in the per person equivalents of built densities within the lot list.

Staff reviewed the original PUD under the county which platted Lots 1001 and 1005R, the 1999 settlement agreement regarding the Town’s incorporation, and past Ordinances and Resolutions that related to density attributed to the properties. It was determined that some of the prior Ordinances and Resolutions attributed density allocations for certain unit types that were not consistent with the 1999 settlement agreement or the current land use regulations. Staff also discovered a math error in a previous Ordinance.

The attached proposed ordinance does not add or subtract any units of density from either property, it merely amends and supersedes any past Resolutions and Ordinances and attributes 3 person equivalents to the existing built density on the properties consistent with the 1999 settlement agreement and the current land use regulations.

On February 6, 2025 the Design Review Board reviewed the proposed Ordinance and recommended approval by a unanimous vote.

Staff Recommendation: Staff recommends the Town Council recommend approve the first reading of the proposed Ordinance and direct the Clerk to set a public hearing for March 20, 2025.

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

Proposed Motion:

If the Town Council deems this application to be appropriate for approval, Staff suggests the following motion:

I move to approve the First Reading of an Ordinance Clarifying and Correcting the Density Allocated to Lots 1001 and 1005R and direct the Town Clerk to set a public hearing for March 20, 2025.

/aw

ORDINANCE NO. 2025-__

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE,
COLORADO CLARIFYING AND CORRECTING THE DENSITY ALLOCATED
TO LOTS 1001 AND 1005R**

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

WHEREAS, the area that now comprises the Town was originally developed as planned unit development within an unincorporated area of San Miguel County, and real property therein was made subject to certain zoning regulations as described in San Miguel County Resolution No. 1991-79; and

WHEREAS, to resolve litigation arising out of the incorporation of the Town in the 1990s, the Town, San Miguel County, and other litigants entered into a Settlement Agreement approved by the San Miguel County District Court, a copy of which is recorded with the San Miguel County Clerk and Recorder on September 8, 1999, as Reception 329093 (the “1999 Settlement Agreement”); and

WHEREAS, among other things, the 1999 Settlement Agreement provides for a limit on the total density within Town of 8,027 person equivalents, subject to an exception for deed-restricted units intended for use as employee housing; and

WHEREAS, the density limitation of 8,027 person equivalents has been codified at Section 17.3.7 of the Town Municipal Code; and

WHEREAS, as a mechanism to enforce the density cap in the 1999 Settlement Agreement, and to ensure that unused density allocated to a particular lot may be developed elsewhere in the Town when not desired or needed at the original lot, the Town has created a Density Bank and a process to transfer density into and out of the Density Bank, as addressed in Section 17.3.8 of the Municipal Code; and

WHEREAS, under the 1999 Settlement Agreement, all types of deed-restricted units were to be attributed 3 person equivalents per unit for purposes of the density cap, but the person equivalents established for certain types of units under County Resolution 1991-79 and under subsequent zoning ordinances of the Town sometimes may have conflicted with the 1999 Settlement Agreement by allocating fewer than 3 person equivalents to some studio or 1-bedroom units; and

WHEREAS, pursuant C.R.S. § 29-4-501, *et seq.*, and as codified at Chapter 16.04 of the Municipal Code, the Town has established the Town of Mountain Village Housing Authority (the “TMV Housing Authority”) to develop, own, and/or operate employee housing units within the Town; and

WHEREAS, the TMV Housing Authority operates employee housing projects on Lots 1001 and 1005R, which include a variety of employee housing unit types including studios, 1-bedroom, 2-bedroom, and 3-bedroom units; and

WHEREAS, the Town has previously allocated density on Lots 1001 and 1005R and has authorized Bonus Density pursuant to its Resolution No. 2000-0509-09, Resolution No. 2006-0314-01, Ordinance No. 2017-06, Ordinance No. 2019-06, and Ordinance No. 2024-15 (collectively the “Prior Resolutions and Ordinances”); and

WHEREAS, one or more of the Prior Resolutions and Ordinances may have incorrectly referred to Lot 1001 as “Lot 1001R” but intended to refer to the same property; and

WHEREAS, some of the Prior Resolutions and Ordinances may have included density allocations for specific unit types that were not consistent with the 1999 Settlement Agreement or the allocations of density under the Town’s current land use regulations, and the Town has also discovered at least one math error in the Prior Resolutions and Ordinances, and the Town Council desires to pass this Ordinance to amend the Prior Resolutions and Ordinances to correct and clarify the current density allocations to Lots 1001 and 1005R and what density has been transferred from such lots to the Density Bank; and

WHEREAS, the Town Design Review Board (“DRB”) considered this ordinance at a public meeting on February 6, 2025, and a majority of the DRB voted to recommend that Council adopt this ordinance.

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. Corrected Density Allocations. The following table shows the current density allocated to Lots 1001 and 1005R as of the effective date of this Ordinance. To the extent that this table is inconsistent with any of the Prior Resolutions and Ordinances, they are hereby amended and superseded.

	Existing Zoning Designations Built (by unit) Employee Apartment	Person Equivalents (all unit types)	Total Person Equivalent Density Retained
Lot 1001	227	3	681
Lot 1005R	30	3	90

Section 3. 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 4. 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 5. Public Hearing. A public hearing on this Ordinance was held on the ___ day of _____, 2025, in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado 81435.

Section 6. Publication. The Town Clerk or Deputy Town Clerk shall post and publish notice of this Ordinance as required by Article V, Section 5.9 of the Charter.

INTRODUCED, READ, AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the ___ day of _____, 2025.

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 _____, 2025.

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. 2025-__ (“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 _____, 2025, 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 _____, 2025 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 _____, 2025. 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 _____, 2025.

 Susan Johnston, Town Clerk
 (SEAL)

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO AMENDING SECTION 3.16 OF THE MOUNTAIN VILLAGE MUNICIPAL CODE CONCERNING USE TAX

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, Ordinance Number 1996-15 fixed a ballot question and called for a vote of the registered electors of the Town for a Use Tax in the amount of 1.5% on 40% of the valuation of a Construction Project as defined therein; and,

WHEREAS, Ordinance Number 1996-15 defined the “valuation” of a construction project as the dollar amount determined by the Director of Community Development after reviewing the design, plans, and specifications of a Construction Project; and

WHEREAS, the majority of registered electors of the Town approved the ballot question on June 25, 1996 and established the Town Use Tax as set forth in Ordinance Number 1996-15; and,

WHEREAS, On November 6, 2007, the majority of registered electors of the Town approved a ballot question which increased the Town Use Tax from 1.5% to 4.5%; and

WHEREAS, Ordinance Number 2007-13 adopted the approved November 6, 2007 ballot question, including but not limited to the increased 4.5% Town Use Tax; and,

WHEREAS, Ordinance Number 2007-13 levied an additional 3.5% tax against “any construction or building materials purchased at retail, resulting in a total Use Tax of 4.5%” and,

WHEREAS, Ordinance Number 2012-01 defined “construction and building materials” and attempted to clarify the definition of “valuation” “to ensure consistent and fair application of rules and procedures,” and;

WHEREAS, Ordinance Number 2012-01 did not repeal Ordinance Numbers 1996-15 or 2007-13; and,

WHEREAS, Ordinance 2012-01 contains incorrect cross-references to other code provisions, among other clerical errors; and,

WHEREAS, Ordinance 2012-01 defined the Use Tax calculation as the following: “Town Use Tax shall be calculated as 4.5% of 40% of a Project’s Construction or Building Material Valuation;” and

WHEREAS, the Town desires to adopt this ordinance to clarify the manner in which the Town’s use tax is calculated to be consistent with both Ordinance 1996-15 and Ordinance 2007-13, and their associated ballot questions, so that the Town’s use tax is calculated as 4.5% of either:

(a) 40% of the total valuation of a Construction Project, or (b) the total value of a project’s “construction or building materials;” and,

WHEREAS, the Town Use Tax was adopted and imposed by Ordinance Numbers 1996-15 and 2007-13 in accordance with the requirements of Colorado law, including but not limited to C.R.S. § 29-2-102; and,

WHEREAS, this Ordinance does not impose a new tax.

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 3.16 of the Code as set forth in Exhibit A, attached hereto and incorporated by reference herein, with deletions marked by ~~strike throughs~~ and insertions marked by underlines.

Section 3. 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 4. Repeal. Any ordinance of the Town or part thereof whose provisions are in conflict with this Ordinance is hereby repealed; provided, however, that prior voter-approved Use Tax ballot initiatives shall prevail over this ordinance.

Section 5. Public Hearing. A public hearing on this Ordinance was held on the ___ day of _____, 2025, in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado 81435.

Section 6. Publication. The Town Clerk or Deputy Town Clerk shall post and publish notice of this Ordinance as required by Article V, Section 5.9 of the Charter.

INTRODUCED, READ, AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the ____ day of _____, 2025.

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 _____, 2025.

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. 2025-__ ("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 _____, 2025, 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 _____, 2025 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 _____, 2025. 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 _____, 2025, 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 _____, 2025.

Susan Johnston, Town Clerk
(SEAL)

Exhibit A

Chapter 3.16

USE TAX

Sections:

- 3.16.010 Definitions.**
- 3.16.020 General Provisions.**
- 3.16.030 Collection, Administration and Enforcement.**
- 3.16.040 Severability.**
- 3.16.050 Exemptions.**
- 3.16.060 Required Record Keeping.**
- 3.16.070 Violations and Penalty.**
- 3.16.080 Chapter Effect.**

3.16.010 Definitions.

A. *Construction or Building Materials.* Tangible personal property which, when combined with other tangible personal property, loses its identity to become an integral and inseparable part of a completed structure or project including public and private improvements. This term includes, but is not limited to such things as: asphalt, bricks, builders' hardware, caulking material, cement, concrete, conduit, electric wiring and connections, fireplace inserts, electrical heating and cooling equipment, flooring, glass, gravel, insulation, lath, lead, lime, lumber, macadam, millwork, mortar, oil, paint, piping, pipe valves and pipe fittings, plaster, plumbing fixtures, putty, reinforcing mesh, road base, roofing, sand, sanitary sewer pipe, sheet metal site lighting, steel, stone stucco, tile, trees, shrubs and other landscaping materials, wallboard, wall coping, wallpaper, weather stripping, wire netting and screen, water mains and meters and wood preserver and other similar materials used for construction. The above materials, when used for forms, or other items which do not remain as an integral or inseparable part of a completed structure or project, are not construction materials.

B. *Contractor.* Any Person that contracts with another Person or Property Owner for the construction of a building, structure or other improvement.

C. *Person*. Any individual, firm, limited liability company, partnership, joint venture, corporation, estate, or trust, or any group or combination acting as a unit and the plural as well as the singular number. ~~Same as Ordinance 1996-15.~~

D. *Property Owner*. The Person owning a lot on which a Project is located.

E. *Project*. Any development that is required to obtain a building permit (electrical, mechanical, plumbing, etc.) in accordance with the then current building codes of the Town, or any project that must obtain an approval pursuant to the Town's adopted land use code(s) as amended from time to time.

F. *Construction Project*. Means the erection, construction, enlargement, alteration, repair, moving or removing, conversion or demolition of any type of building or structure in the Town which requires the issuance of a Building Permit pursuant to the Building Permits Section of the Municipal Code and the ~~2009~~ International Building Code edition currently adopted by the Town, as amended.

G. *Town Use Tax*. Shall be as set forth in Section 3.16.020(A).

H. *Valuation*. The total dollar value of work for which a permit is issued, including but not limited to all material costs (including outside materials), all labor costs [including any housing costs passed on to the developer] and all overhead and profit costs; but does not include Town fees or taxes. Valuation shall include the combined value of all required permits for a Project. Valuation shall be determined by the director of community development upon review of the design, plans, and specification of a construction project in accordance with section 3.16.030 below.

~~This definition is intended to conform with the definition of Valuation in Ordinance Number 1996-15, with such determined by the Director of Community Development upon the review of the design, plans and specifications of a Project as further clarified in Section 3 below. (Ord. No. 2012-01 §1).~~

3.16.020 General Provisions.

A. Use tax levy: There is hereby levied a tax or excise upon the privilege of using, storing, distributing, or otherwise consuming in the Town construction materials as defined in this

chapter from sources inside or outside the Town, on which town sales tax has not been paid. For sales transacted on or after January 1, 2008, the rate levied shall be 4.5% on 40% of the ~~value~~ valuation of any ~~construction project~~ Construction Project. (Ord. No. 2007-13 § 2).

B. *Town Use Tax Calculation.* ~~In accordance with Ordinance Numbers 1996-15 and 2007-13,~~ ~~€~~The Town Use Tax shall be calculated as 4.5% of 40% of a ~~Project's Construction~~ Project's Valuation, or 4.5% of the total value of a Project's Construction or Building Materials. (Ord. No. 2012-01 §2(B)).

C. *Imposition.* The Town Use Tax is imposed upon the Person, Property Owner or any Contractor purchasing at retail any Construction or Building Materials for a Project.

1. Materials purchased outside the Town and delivered into the Town are subject to the Town Use Tax.
2. Generally, materials purchased outside the Town and delivered into the Town are not subject to the applicable jurisdictions' sales taxes by vendors except for State sales tax. The Town will issue a Use Tax Certificate to a Contractor, Person or Property Owner to present to vendors outside the Town requesting an exemption from that outside jurisdictions' sales tax. Nothing contained herein, shall be construed to require the Town to waive its use tax upon the refusal of an outside jurisdiction to exempt the purchase of materials within the outside jurisdiction which are to be used within the Town's jurisdiction.
3. The liability for payment of the Town Use Tax is joint and several between the Property Owner and the Contractor. (Ord. No. 2012-01 §2(C)).

D. *Application of Funds.* The proceeds of the Town Use Tax may be used by the Town for any lawful purpose. (Ord. No. 2012-01 §2(D)).

3.16.030 Collection, Administration and Enforcement.

A. The Administration of the Town Use Tax is hereby vested in the Community Development Director or another Town employee or agent appointed by the Town Manager, who may prescribe forms and promulgate rules and regulations for proper administration and enforcement of the Town Use Tax, and who may delegate to any person the power and

authority necessary for the proper administration and enforcement of the Town Use Tax. (Ord. No. 2012-01 §3(D)).

B. The Use Tax on any construction project shall be due and payable to the Town at the time a Building Permit application is submitted. (Ord. No. 1996-15 § 3).

C. *Determination of Initial Valuation.*

1. Prior to commencing any work on a Project, a Project, through its representative, shall submit one of the following documents as a condition to the issuance of a building permit or a Development Permit. In each such instance, the Director of Community Development shall determine the appropriate documentation to be submitted.

a. Preferred Document: An executed contract for the Project with the Property Owner, Person or Contractor showing Project Valuation and a breakdown of costs between labor, materials overhead and profit, preferably on a standard American Institute of Architects ("AIA") contract form, breaking down all labor and materials into standard schedules and costs, with associated summaries that also include overhead and profit.

b. Next Best: Copy of construction loan documents showing the overall budget for the project broken down by line item costs.

c. Least Preferred Document: A spreadsheet breaking down Project Valuation. This option shall only be available upon a showing that no contract or construction loan documents exist, and the Owner shall submit a sworn affidavit, under penalty of perjury that the numbers reflected on the spreadsheet are true and accurate.

2. The Director of Community Development or its designated staff person shall use the documentation submitted pursuant to Section 3.16.030(C)(1) to review the submitted designs, plans and specifications to determine if a Project's submitted Valuation is supported or should be adjusted.

3. No permit for work to proceed shall be issued until the required Town Use Tax is paid.

4. Any objection to the Community Development Department's decision on the initial valuation may be appealed to the Town Manager for a final determination. (Ord. No. 2012-01 §3(A)).

D. *Reconciliation to Determine Final Valuation.*

1. Prior to the Town issuing a certificate of occupancy or a certificate of completion, the Project, through its representative, shall submit one of the following documents reflecting final Project costs:
 - a. Final construction contract showing any change orders from the original contract, preferably on an AIA standard contract form.
 - b. Spreadsheet and receipts documenting final Project Valuation in the same manner as set forth in Section 3.16.030(C)(1)(c).
 - c. Final construction loan documents showing the total loan amount and Valuation.
2. The Community Development Department may audit all financial records, invoices and receipts of a Project in order to determine the final Valuation.
3. If the Valuation is increased over the initial Valuation, a Project, through its representative, shall remit the required Use Tax and other Town fees due on the increased Valuation amount.
4. If the ~~final~~**FINAL** Valuation is decreased from the initial Valuation, a Person may request a refund in writing if ~~(a)~~ the request is made within ~~30~~ 90 days of the date of the issuance of a certificate of occupancy or a certificate of completion. If a project changes ownership prior to issuance of a certificate of occupancy or a certificate of completion, a person may request a refund in writing for the difference in the initial valuation and the valuation of the incomplete project, as determined by the community development department, if such request is submitted in writing within 90 days of such transfer of ownership. A failure to file for a refund within this time limit will result in the absolute forfeiture of the right to a refund. Any objection to the Community Development Department's decision on the final Valuation may be appealed to the Town Manager for a final determination. (Ord. No. 2012-01 §3(B)).

3.16.040 Severability.

The provisions of this Chapter are severable and the invalidity of any section, phrase, clause or portion of the Chapter as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the Chapter. (Ord. No. 2012-01 §5).

3.16.050 Exemptions.

The following Projects shall be exempt from the payment of the Town Use Tax:

1. Projects of the Town or the Town Housing Authority.
2. Projects with a valuation of \$20,000 or less annually, with one exemption per property per calendar year. If a Project does not meet this exemption, the Project's full Valuation will be used to determine the Town Use Tax, and no deduction is made for the first \$20,000.
3. Projects with renewable energy systems, with only the Valuation of such renewable systems exempt from the Valuation of the overall Project costs.
4. The storage, use, or consumption of any Construction or Building Materials the sale of which is subject to a retail sales tax imposed by the Town.
5. The storage, use, or consumption of any Construction or Building Materials where such does not meet the definition of a Project.
6. The storage, use, or consumption of Construction or Building Materials by the United States government, or the State of Colorado, or its institutions, or its political subdivision in their governmental capacities only.
7. Fire mitigation or forestry management projects. If any new plantings are a part of the Project, Valuation over \$20,000 is subject to the Town Use Tax.
8. Any transaction which the Town is prohibited from taxing under the Constitution and laws of the United States of America, or under the Constitution of the State of Colorado. (Ord. No. 2012-01 §3(C)).

3.16.060 Required Record Keeping.

A. Every Person, Contractor or Property Owner liable to the Town for any Town Use Tax shall maintain all books, records, reports, invoices and receipts which were used to determine the Town Sales Tax liability for a period of 90 days following the issuance of a final certificate of occupancy or a certificate of completion by the Town. (Ord. No. 2012-01 §3(E)).

B. All such books, records, reports, invoices and receipts shall be open for examination at any time by the Director of Community Development. (Ord. No. 2012-01 §3(E)).

3.16.070 Violations and Penalty.

A. It is a violation of the Town Use Tax regulations ~~as established under this Chapter, Ordinance 1996-15 and Ordinance Number 2007-13~~ for any person subject to such use tax to:

1. Submit any false or fraudulent use tax information to the Town;
2. Make any false statement on any document used to calculate taxes due;
3. Fail or refuse to make payment of any taxes dues;
4. Evade the payment of any taxes due; or
5. Aid or abet another in any attempt to evade the payment of any taxes due. (Ord. No. 2012-01 §3(F)).

B. Any person who violates the Town Use Tax regulations shall be punished as provided for in Section 1-08-010 of the Town Municipal Code. (Ord. No. 2012-01 §3(F)).

3.16.080 Chapter Effect.

A. This Chapter shall not have any effect on existing litigation and shall not operate as an abatement of any action or proceeding now pending under or by virtue of the Chapters repealed or amended as herein provided and the same shall be construed and concluded under such prior Chapters. (Ord. No. 2012-01 §4(A)).

B. This Chapter does not repeal Ordinance Numbers 1996-15, ~~or 2007-13, or 2012-01~~ and does not increase or otherwise modify the use tax to clarify the terms and conditions of these ordinances as expressly stated herein. When this Chapter conflicts with such ordinances, sections 3.16.010, 3.16.020, and 3.16.030 shall prevail. ~~(Ord. No. 2012-01 §4(B)).~~

~~C. To the extent there is any conflict between this Chapter and Ordinance Numbers 1996-15 and 2007-13, the following sections of this Chapter shall supersede and prevail over the provisions of Ordinance Numbers 1996-15 and 2007-13:~~

~~1. Section 1: Definitions~~

~~2. Section 2: Town Use Tax General Provisions~~

~~3. Section 3: Collection, Administration and Enforcement. (Ord. No. 2012-01 §4(C)).~~

~~D. All ordinances, orders, bylaws and resolutions of the Town, or parts thereof, inconsistent or in conflict with this Chapter, are hereby repealed to the extent only of such inconsistency or conflict. (Ord. No. 2012-01 §4(D)).~~

~~E. *Severability*. The provisions of this Chapter are severable and the invalidity of any section, phrase, clause or portion of the Chapter as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of the Chapter. (Ord. No. 2012-01 §5).~~



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

TO: Mountain Village Town Council
FROM: Jaime Holmes, HR Director
DATE: 2/20/2025
RE: First Reading: Mayoral and Council Compensation Amendment

Summary

During the January 2025 Town Council work session discussing potential changes to Council compensation, Town Council expressed interest in reviewing a revised compensation pay structure and ensuring benefit alignment with comparable municipalities. Council members emphasized the importance of conducting a comprehensive analysis to ensure competitive and equitable compensation. As a result, staff gathered additional data and amended the proposed council compensation based on Council feedback. The updated information is included below.

Background

Section 3.4 of the Mountain Village Home Rule Charter provides that compensation as paid to persons holding the elected positions of Mayor and Town Councilperson and may be increased or decreased by ordinance and except that salary or other compensation shall not be increased or decreased for the Mayor or Councilperson during their current term of office. Compensation has not been increased since 2015, by Ordinance No. 2015-04, Series 2015.

Mayoral and Town Councilor base wage rates are currently at \$800/month (\$9,600/yr) for the Mayor and \$400/month (\$4,800/yr) for Council members. Currently, Town Council benefits include a basic utility allowance (included in taxable wages), an option to elect Town benefits, including Medical, Dental, Vision, and Life, an option to participate in Town’s 401k and 457b plans (with no Town match), and an option for a ski pass or equivalent earnings (included in taxable wages).

Compensation (only) Comparison

During the January 2025 work session, Town Council requested a compensation analysis that more closely aligns with resort market data to ensure competitiveness, equity and fiscal responsibility. It was also suggested the resort data be scaled to reflect the size of our municipality. In response, staff prepared the table below reflecting only resort market data and the resort data scaled by 10%. This approach aims to provide a well-rounded perspective on compensation structures while considering fiscal responsibility and recruitment and retention strategies.

This analysis is shown in the table below.

Council Positions:	Current Wages	Resort Market Data	-10% Scope Cut Option
Mayor	\$9,600	\$21,077	\$18,970
Councilmember	\$4,800	\$13,777	\$12,400

Council Benefits & Premiums – Staff Inquiries

Town Council also requested staff gather additional data regarding Council member benefits in comparable communities. Staff conducted outreach to comparable resort and surrounding municipalities, and received the following feedback:

- Total Municipalities Contacted: 10
 - Did Not Respond: 3
 - Offer Benefits to Council: 6
 - Do Not Offer Benefits to Council: 1
- Among the 6 municipalities offering medical benefits:
 - 1 requires full premium payment from the Councilmember
 - 5 pay the full premium for elected coverages
 - 1 community only offers insurance coverage to the Council member and does not offer family coverage

The Towns insurance benefit appears to be in line with the majority of resort communities we polled.

Based on the feedback received in the January Council work session, staff prepared the attached ordinance to amend council pay. The pay structure presented in the ordinance is based on the resort market wage data scaled down by 10%. This option allows for a reasonable increase in Council compensation without reaching an unsustainable level. It's important to note, however, that the last adjustment to Council compensation occurred 10 years ago. If no further increase is made and another adjustment is delayed for another decade, Council compensation will continue to fall significantly below market comparables. The ordinance includes removing the utility allowance as Council members are moved to the new pay structure, with no other changes to benefits offered.

Note: Any changes to compensation and utilities changes would begin to take effect on July 17th, 2025, and will apply to any Council member elected or reelected in the June 2025 election. The new pay structure would be fully implemented after the June 2027 election.

A comparison of the current and proposed pay structures is included in the table below:

Pay Structure Comparison			
Position		Current	Proposed
Mayor	Salary	9,600.00	18,970.00
	Utility Allowance	3,588.96	-
	Ski Pass	1,375.00	1,375.00
	Group Health	14,755.14	14,755.14
	PERA & Taxes	1,676.63	3,165.49
	Total	30,995.73	38,265.64
Councilmember	Salary	4,800.00	12,400.00
	Utility Allowance	3,588.96	-
	Ski Pass	1,375.00	1,375.00
	Group Health	14,755.14	14,755.14
	PERA & Taxes	881.75	2,077.50
	Total	25,400.85	30,607.65

Financial Implications

The table below reflects the projected financial implications of the recommendation discussed above. Council would be fully transitioned to the new pay rates in July of 2027 after the June election. The 2028 data reflects a full year of all council members at the increased rates. The data does not assume annual increases in council pay or other benefits.

	2025 Current Structure	2025 Proposed Structure	2026 Proposed Structure	2027 Proposed Structure	2028 Proposed Structure
Salary	38,400	49,800	61,200	77,285	93,370
Utility Allowance	25,123	19,739	14,356	7,178	-
Ski Pass	9,625	9,625	9,625	9,625	9,625
Group Health	103,286	103,286	103,286	103,286	103,286
PERA & Taxes	6,967	8,761	10,554	13,092	15,631
Totals	183,401	191,211	199,021	210,466	221,912

Recommendation

If Council agrees with the proposed Council pay recommendations, staff suggests the following motion:

- I move to approve the First Reading of Ordinance and Code Amendment for Mayoral and Council Compensation and ask the Town Clerk to set a public hearing for March 20, 2025.

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO INCREASING MAYOR AND TOWN COUNCILOR COMPENSATION

RECITALS:

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, Mayor and Town Councilor compensation was last increased in 2015 by Ordinance No. 2015-04, codified at Town of Mountain Village Municipal Code (“Code”) Chapter 2.10; and

WHEREAS, the Town Council desires to increase Mayor and Town Councilor compensation in consideration of the duties, responsibilities, and time commitments required to effectively fulfill these roles; and

WHEREAS, the Town Council has reviewed and considered council compensation for other cities and towns in Colorado including similar mountain resort communities, the effect of inflation and cost of living increases since 2015, and other information presented during duly-noticed public meetings of the Town Council; and

WHEREAS, Charter Article III Section 3.4(c) allows the Town Council to amend or otherwise modify Mayor or Town Councilor compensation by ordinance; and

WHEREAS, amendments and modifications to Mayor and Town Councilor compensation cannot affect the compensation of any Mayor or Town Councilors during their current term of office; and

WHEREAS, these changes shall apply only to terms commenced on or after, July 17th, 2025; and

WHEREAS, the Town Council desires to increase Mayor and Town Councilor compensation and remove utility allowances by amending Code Chapter 2.10 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 Chapter 2.10 of the Code as set forth in Exhibit A attached hereto and incorporated by reference herein, with deletions marked by ~~strike throughs~~ and insertions marked by underlines.

Section 3. Effect on Future Terms Only. Compensation increases and utility allowance eliminations for the Mayor and Town Councilors shall only be effective for terms that begin on or after, July 17th, 2025.

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, that any prior ordinance setting Mayor or Town Councilor compensation for terms beginning before July 17th, 2025 shall control compensation for the remainder of such terms.

Section 6. Public Hearing. A public hearing on this Ordinance was held on the ___ day of _____, 2025, in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado 81435.

Section 7. Publication. The Town Clerk or Deputy Town Clerk shall post and publish notice of this Ordinance as required by Article V, Section 5.9 of the Charter.

INTRODUCED, READ, AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the ___ day of _____, 2025.

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 _____, 2025.

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. 2025-__ ("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 _____, 2025, 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 _____, 2025 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 _____, 2025. 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 _____, 2025, 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 _____, 2025.

Susan Johnston, Town Clerk
(SEAL)

Exhibit A

2.10.010 Legislative Findings.

~~The recitals to this Ordinance are adopted as findings of the Town Council in support of the enactment of this Ordinance.~~

2.10.020010 Mayoral Compensation.

~~A. The Mayor shall be compensated for his or her services to the Town in an the amount of \$1,580.83800.00 per month.~~

~~B. The Mayor shall also be compensated for water and sewer charges, basic cable and basic internet at his or her residence. The Town's finance department may elect to reimburse the Mayor for such charges rather than removing the billing for such charges.~~

2.10.030020 Compensation of Town Councilors.

~~A. Town Councilors Each Councilor shall be compensated for his or her services to the Town in an the amount of \$1,033.33400.00 per month.~~

~~B. Town Councilors shall also be compensated for water and sewer charges, basic cable and basic internet at his or her residence. The Town's finance department may elect to reimburse Town Councilors for such charges rather than removing the billing for such charges.~~

2.10.040030 PERA.

The Public Employees Retirement Association ("PERA"), of which the Town is a member, deems the Town Councilors and the Mayor as eligible to be enrolled in PERA benefits. (Ord. No. 2023-06 §2).

2.10.050040 Additional Benefits.

The Town Council may be compensated for a minor additional benefit of up to the value of a Telluride Ski Resort season pass, so long as such minor benefits are duly approved and adopted through the Town's budget Ordinance adoption process on a yearly basis.

2.10.060 Severability.

~~If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance which can be given effect without the invalid provision or application, and, to this end, the provisions of this Ordinance are declared to be severable.~~

2.10.070050 Ordinance Effect Prior Term Compensation.

~~Existing Ordinances or parts of Ordinances covering the same matters as embraced in this Ordinance are hereby repealed and any and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed, provided however, that the repeal of any Ordinance or parts of Ordinances of the Town shall not revive any other section of any Ordinance or Ordinances hereto before repealed or superseded and further provided that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any Ordinance hereby repealed prior to the taking effect of this Ordinance.~~

In Accordance with the Town of Mountain Village Home Rule Charter, Article III, Section 3.4(c), the provisions of this Chapter shall apply only to Mayor and Town Councilor terms that begin on or after July 17th, 2025. Terms beginning before July 17th, 2025, shall continue to be compensated according to the pay scale in effect at the beginning of the term.

~~2.10.080 Safety Clause.~~

~~The Town Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare of the citizens of the Town.~~



Agenda Item No.19, 20, 21
COMMUNITY DEVELOPMENT DEPARTMENT
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 369-8250

TO: Mountain Village Town Council
FROM: Drew Nelson, AICP, Housing Director
FOR: Town Council Meeting – February 20, 2025
DATE: February 11, 2025
RE: 1) Consideration of a Resolution Approving a Major Subdivision for Lot 161A-R2, Unit 1, TBD Raccoon Lane, Pursuant to CDC Section 17.4.13; 2) Consideration of a Resolution Approving a Height Variance Application for Lot 161A-R2, Unit 1, TBD Raccoon Lane, Pursuant to CDC Section 17.4.16; and 3) First Reading, Setting of a Public Hearing, and Council Vote on an Ordinance Regarding a Rezoning of Lot 161A-R2, Unit 1, TBD Raccoon Lane, Pursuant to CDC Section 17.4.9

The Applicant has requested that these items be Tabled

BACKGROUND: The applicant for the Major Subdivision, Height Variance, and Rezoning of Lot 161A-R2, Unit 1, TBD Raccoon Lane has requested that the three items be tabled by both the Design Review Board and Town Council to allow the applicant additional time to prepare new studies and make design changes to the structure to show compliance with the Coonskin View Plane of the Stipulated Settlement Order with San Miguel County that was created in 1999. With this tabling of the items, the applicant will be required to provide public notice for the project at a time in the future.

RECOMMENDED MOTION: Staff recommends the Town Council adopt the following motion:

“I move to table the Consideration of a Resolution Approving a Major Subdivision for Lot 161A-R2, Unit 1, Pursuant to CDC Section 17.4.13; the Consideration of a Resolution Approving a Height Variance for Lot 161A-R2, Unit 1, Pursuant to CDC Section 17.4.16; and First Reading, Setting of a Public Hearing, and Council Vote on an Ordinance Regarding a Rezoning of Lot 161A-R2, Unit 1, Pursuant to CDC Section 17.4.9.”



MOUNTAIN VILLAGE HOUSING AUTHORITY

455 Mountain Village Blvd. Suite A
Mountain Village, CO 81435
(970) 369-8602
housing@mtnvillage.org

TO: Mountain Village Town Council

FROM: Drew Nelson, AICP, Housing Director

DATE: February 20, 2025

RE: Consideration of a Resolution Approving Amendments to the Mountain Village Your Equity Support (YES) Deed Restriction Purchase Program

Executive Summary: The Mountain Village Town Council has expressed interest in coordinating with the Telluride Foundation on expanding opportunities for down payment assistance and deed restricted properties within the R-1 School District.

BACKGROUND:

At the December 12, 2024, and January 16, 2025, Town Council meetings, the Council held work sessions to discuss the possibility of expanding the YES (Your Equity Support) Program to include properties within the R-1 School District boundaries, including Rico. This would be done in conjunction with the Telluride Foundation’s proposed down-payment assistance program for homebuyers in the region.

The YES Program has been in place since 2021 and was impacted by the significant spike in real estate prices within Mountain Village, which reduced interest in participating in the program. Expanding the program to dwelling units outside of Mountain Village (but within the R-1 School District) may increase interest from properties that may have a lower initial valuation than those typically found in Mountain Village.

ANALYSIS:

During the Town Council discussion on this matter on January 16, the Council provided a variety of specific instructions to Town staff on proposed changes to the program. The following components are Town staff’s understanding of the Council’s direction and are included in the attached draft Resolution:

- The core components of the program remain the same – the YES Program is intended to purchase deed restrictions to ensure that dwelling units are made available to qualified buyers who work at least 1560 hours within the R-1 School District or who meet retirement standards. The owner may either reside in the home or rent it to qualified renters. Price parameters remain the same – 15 to 18 percent of a home’s value with a transaction cap of \$200,000.
- Proposed changes to the program that generated interest from the Council include:
 - Dwelling units located within the R-1 School District, including Rico, would become eligible to participate in the YES Program, so long as the buyers or renters are qualified to participate. Currently, only dwelling units in Mountain Village are eligible for the program.

- The deed restriction would be modified in the attached Resolution to include price caps that mimic those used with the Meadowlark deed restriction (4% annual appreciation). Currently, there are no price caps associated with the YES Program.
 - The Town Council remains committed to the YES Program for the remainder of 2025 to observe how the Program interacts with the Telluride Foundation's proposed down payment assistance program. It was expressly noted that the Town's continued participation in the YES Program is geared toward supporting the Telluride Foundation's new program, and the two different modalities can augment each other for homebuyers.
- One additional program consideration that the Town Council should discuss is whether to add a First Option to Purchase or a First Right of Refusal in the deed restriction for any units that are put up for sale. This would allow the Town of Mountain Village and the Housing Authority to monitor sales and potentially intervene in the marketplace should conditions exist that make this necessary. Should the Council want to add this into the deed restriction, staff can amend the final Resolution upon direction from the Council.

FINANCIAL CONSIDERATION:

There is no impact to the budget through the implementation of the proposed changes to the YES Program. The Town has budgeted \$200,000 for the YES Program in 2025.

RECOMMENDATION:

Town staff recommends the Mountain Village Town Council approve a Resolution approving amendments to the Town's Your Equity Support (YES) Program by adopting the following motion:

"I move to approve a Resolution approving amendments to the Town's Your Equity Support (YES) Deed Restriction Program as provided in the staff report dated February 20, 2025, and the findings of this meeting."

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING AMENDMENTS TO THE MOUNTAIN VILLAGE YOUR EQUITY SUPPORT (YES) DEED RESTICTION PURCHASE PROGRAM

RESOLUTION 2025-_____

WHEREAS, the Town of Mountain Village Comprehensive Plan encourages the Town of Mountain Village (the “Town”) to achieve a diverse range of housing densities, styles and types, including rental and for sale, to serve all segments of the populations; and

WHEREAS, the Town of Mountain Village Comprehensive Plan provides the Town should achieve such housing goals through the adoption and implementation of deed restrictions; and

WHEREAS, the Town of Mountain Village Community Housing Plan provides the Town should seek to add deed restricted units to the Town’s housing inventory; and

WHEREAS, in 2021, the Town of Mountain Village approved Resolution 2021-0617-08 which created the Your Equity Support (YES) Program intended to increase the amount of deed restricted properties in Mountain Village; and

WHEREAS, the Mountain Village Town Council desires to implement the Mountain Village YES Program, set parameters for such program and authorize the Mayor, Town Manager and Town Attorney, respectively to execute deed restrictions on behalf of the Town; and

WHEREAS, the Mountain Village Town Council hereby finds, determines and declares that this Resolution will promote the health, safety and general welfare of the Mountain Village community.

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

Section 1. The Town Council hereby delegates to the Town Manager, Housing Director, Finance Director and the Town Attorney (the “Evaluation Committee”) the authority to evaluate offers to sell and negotiate the purchase of deed restrictions subject to the conditions set forth herein.

Section 2. The Town Council hereby delegates to the Mayor, Town Manager and Town Attorney the authority to execute purchase and sale agreements, deed restrictions, documents, instruments, papers and other forms necessary for the purchase of deed restrictions.

Section 3. The purchase of deed restrictions shall be made subject to the following requirements:

- a.** The Town may purchase deed restrictions on residential property from anyone, including businesses, provided deed restricted property is occupied by a Qualified Resident.
- b.** A Qualified Resident is defined as:
1. A natural person who is employed an average of at least 1560 hours per year within the boundaries of the Telluride R-1 School District and who must maintain the work requirement until retirement age of sixty (60) years of age; or
 2. A natural person not meeting the employment requirement set forth in subsection (1) but meeting all other criteria, but is more than sixty (60) years of age and has been an employee in the Telluride R-1 School District for a period of at least 5 years immediately prior to retirement; or
 3. A natural person who is handicapped or disabled and who has been a resident within the boundaries of the Telluride R-1 School District for at least 12 months immediately prior to the date hereof; or
 4. A natural person who does not meet the qualifications set forth in subsections (1)-(3), but can establish to the satisfaction of the Town that such natural person (i) is employed an average of 1,560 hours per year and (ii) has been a resident within the boundaries of the Telluride R-1 School District for at least 12 months immediately prior to the date hereof.
- c.** Deed restrictions may be purchased on homes from owners who are Qualified Residents and whose primary residents is the home on which the deed restriction shall be placed.
- d.** The Town may purchase a deed restriction to be placed on any residential property regardless of price or location within the Telluride R-1 School District.
- e.** All deed restricted property shall be exempt from Real Estate Transfer Assessments
- f.** The maximum purchase price for any deed restriction shall not exceed two hundred thousand dollars (\$200,000.00); provided, however, a seller of a deed restriction may petition Town Council for a higher purchase price. The purchase price shall range from fifteen percent (15%) to eighteen percent (18%) of the purchase price or appraised value of the home.
- g.** The maximum resale price shall be established through any deed restriction to be no greater than the purchase price of a unit paid by the last Qualified Resident of the unit plus (1) an annual increase of four percent (4%) of such purchase price each year until the unit is transferred to a subsequent Qualified Resident, with such increase prorated through the execution date of a purchase contract for the unit, and (2) the value of allowable home improvements to a unit, as determined by the Mountain Village Housing Authority.
- h.** Deed restrictions sellers shall notify their lender and appraiser and title company of their intent to place a deed restriction on the property to be acquired.

- i.** Deed restriction sellers, to the extent they are acquiring the property, must contribute at least three percent (3%) of their own funds towards the purchase price of the property to be acquired, which funds do not include any third party down payment assistance funding.
- i.** The Evaluation Committee shall consider applications for the purchase of deed restrictions on a first come, first serve basis, which will be queued by complete applications. A complete application requires a fully executed purchase and sale agreement.

Section 4. Staff has provided, and Town Council has reviewed and hereby approves, in substantially the form of the Deed Restriction, Deed Restriction Purchase Agreement, Subordination Agreement and Deed Restriction Application, all attached hereto and incorporated herein as Exhibits A, B, C and D, respectively.

Section 5. The Town Council may, by motion, modify the criteria set forth herein.

[SIGNATURE PAGE FOLLOWS]

ADOPTED AND APPROVED by the Town Council at a regular meeting held the 20th day of February, 2025.

TOWN OF MOUNTAIN VILLAGE TOWN COUNCIL

By: _____
Martinique Prohaska, Mayor

ATTEST

By: _____
Susan Johnston, Town Clerk

Approved as to Form:

David McConaughy, Town Attorney

Exhibit A
(Deed Restriction)

DEED RESTRICTION AGREEMENT

THIS DEED RESTRICTION AGREEMENT (the "Agreement") is entered into this ___ day of _____, 2025 (the "Effective Date") by and between the Town of Mountain Village, Colorado, a Colorado home rule municipality with an address of 455 Mountain Village Blvd Suite A, Mountain Village, Colorado 81435 (the "Town"), and _____, an individual with an address of _____ ("Owner") (each a "Party" and collectively the "Parties").

WHEREAS, Owner is purchasing the real property located at _____, Mountain Village, Colorado 81435 (the "Property"); and

WHEREAS, in exchange for compensation as set forth in a Deed Restriction Purchase Agreement, Owner has agreed to place certain restrictions on the use of the Property for the benefit of the Town by requiring occupancy of the Property by at least one qualified resident, as defined below.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. **Property.** The following real property is hereby burdened with the covenants and restrictions specified in this Agreement: _____.
2. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:
 - a. *Person* means a natural person, and excludes any type of entity.
 - b. *Principal Place of Residence* means the home or place in which one's habitation is fixed and to which one has a present intention of returning after a departure or absence therefrom. To determine a person's Principal Place of Residence, the criteria set forth in C.R.S. § 31-10-201(3) shall apply.
 - c. *Qualified Household* means one Qualified Resident or a group of persons that contains at least one Qualified Resident. A Qualified Household may have occupants that are not Qualified Residents as long as at least one occupant is a Qualified Resident.
 - d. *Qualified Resident* means:
 1. A natural person who is employed an average of at least 1560 hours per year within the boundaries of the Telluride R-1 School District and who must maintain the work requirement until retirement age of sixty (60) years of age; or
 2. A natural person not meeting the employment requirement set forth in (2)(d)(1) but meeting all other criteria, but is more than sixty (60) years of age and has been an employee in the Telluride R-1 School District for a period of

at least 5 years immediately prior to retirement; or

3. A natural person who is handicapped or disabled and who has been a resident within the boundaries of the Telluride R-1 School District for at least 12 months immediately prior to the date hereof; or
4. A natural person who does not meet the qualifications set forth in Section 2(d)(1)-(3), but can establish to the satisfaction of the Town that such natural person (i) is employed an average of 1,560 hours per year and (ii) has been a resident within the boundaries of the Telluride R-1 School District for at least 12 months immediately prior to the date hereof.

3. **Occupancy Restrictions.**

a. At least one Qualified Resident shall continuously occupy the Property as his or her principal place of residence.

b. Owner may rent the Property as long as the Property is continuously occupied by a Qualified Household.

c. A Qualified Resident may lease a room or rooms in the Property to one or more persons, provided that the Qualified Resident still occupies the Property as his or her principal place of residence.

d. No business activity shall occur on or in the Property other than as permitted within the zone district applicable to the Property.

4. **Maximum Resale Price**

a. The maximum resale price shall be no greater than the purchase price of a unit paid by the last Qualified Resident of the unit plus (1) an annual increase of four percent (4%) of such purchase price each year until the unit is transferred to a subsequent Qualified Resident, with such increase prorated through the execution date of a purchase contract for the unit, and (2) the value of allowable home improvements to a unit, as determined by the Mountain Village Housing Authority.

5. **Annual Verification.** No later than February 1st of each year, beginning in the year following the first year of occupancy of the Property, Owner shall submit a written statement to the Town Housing Authority including the following information and stating that such information is true and correct to the best of Owner's knowledge and belief:

a. Evidence to establish that the Property was occupied by a Qualified Household during all of the prior calendar year;

b. If applicable, a copy of the lease form currently used for the Property; and

c. If applicable, a list of tenants who occupied the Property in the prior calendar year and the evidence submitted by each tenant to establish that they were a Qualified Resident, as set

forth in the Qualification Guidelines.

6. **Consensual Lien; Right to Redeem.** For the purpose of securing Owner's performance under this Agreement and creating in favor of the Town a right to redeem in accordance with Part 3 of Article 38 of Title 38, C.R.S., as amended, Owner hereby grants to Town a consensual lien on the Property. Such lien shall not have a lien amount.

7. **Town's Option.** Owner shall first notify the Town if Owner wishes to sell the Property. The Town shall have the first option to purchase the Property.

8. **Breach.**

a. It is a breach of this Agreement for Owner to violate any provision of this Agreement, or to default in payment or other obligations due to be performed under a promissory note secured by a first deed of trust encumbering the Property. Owner shall notify the Town, in writing, of any notification received from any lender of past due payments or defaults in payments or other obligations within 5 days of receipt.

b. If the Town has reasonable cause to believe Owner is violating this Agreement, the Town may inspect the Property between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing Owner with 24 hours written notice. This Agreement shall constitute Owner's permission to enter the Property during such times upon such notice.

c. If Owner is more than one individual, each shall be jointly and severally liable for compliance with this Agreement and any breach of this Agreement.

9. **Remedies.**

a. The Town shall have any and all remedies provided by law and in equity for a violation of this Deed Restriction, including without limitation: (i) damages; (ii) specific performance; and (iii) injunctions, including without limitation an injunction requiring eviction of the occupant(s) and an injunction to prohibit the occupancy of the Property in violation of this Deed Restriction. All remedies shall be cumulative.

b. The cost to the Town of any activity taken in response to any violation of this Deed Restriction, including reasonable attorney fees, shall be paid promptly by Owner.

10. **Foreclosure.**

a. In the event of a foreclosure, acceptance of a deed-in-lieu of foreclosure, or assignment, this Agreement shall remain in full force and effect.

b. Owner shall give immediate notice to the Town: of any notice of foreclosure under the first deed of trust or any other subordinate security interest in the Property; or when any payment on any indebtedness encumbering the Property is required to avoid foreclosure of the first deed of trust or other subordinate security interest in theProperty.

c. Within 60 days after receipt of any notice described herein, the Town may (but shall not be obligated to) proceed to make any payment required to avoid foreclosure. Upon making any

such payment, the Town may place a lien on the Property in the amount paid to cure the default and avoid foreclosure, including all fees and costs resulting from such foreclosure.

d. The Town shall have 30 days after issuance of the public trustee's deed or the acceptance of a deed in lieu of foreclosure by the holder in which to purchase by tendering to the holder, in cash or certified funds, an amount equal to the redemption price which would have been required of the borrower or any person who might be liable upon a deficiency on the last day of the statutory redemption period(s) and any additional reasonable costs incurred by the holder related to the foreclosure.

11. **Miscellaneous.**

a. *Modification.* This Agreement may only be modified by subsequent written agreement of the Parties.

b. *Integration.* This Agreement and any attached exhibits constitute the entire agreement between Owner and the Town, superseding all prior oral or written communications.

c. *Runs with the Land.* The benefits and obligations of the Parties under this Agreement shall run with the land, and Owner's obligations hereunder shall be binding on any subsequent holder of any ownership interest in the Property.

d. *Severability.* If any provision of this Agreement is determined to be void by a court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect.

e. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in San Miguel County, Colorado.

f. *Agreement Binding; Assignment.* This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the Parties.

g. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

h. *No Joint Venture.* Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

i. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

j. *Recording.* This Agreement shall be recorded with the San Miguel County Clerk and Recorder.

k. *Savings Clause.* If any of the terms, covenants, conditions, restrictions, uses,

limitations, obligations or options created by this Agreement are held to be unlawful or void for violation of: the rule against perpetuities or some analogous statutory provision; the rule restricting restraints on alienation; or any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the period of the lives of the current duly elected and seated members of the Mountain Village Town Council, their now living descendants, if any, and the survivor of them, plus 21 years.

1. *Governmental Immunity.* The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

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

TOWN OF MOUNTAIN VILLAGE,
COLORADO

Martinique Prohaska, Mayor

ATTEST:

Susan Johnston, Town Clerk

OWNER

STATE OF COLORADO)
) ss.
COUNTY OF SAN MIGUEL)

The foregoing instrument was subscribed, sworn to and acknowledged before me this_
_____ day of _____, 2025, by _____.

Witness my hand and official seal.

Notary Public

(S E A L)

My commission expires:

Exhibit B
(Deed Restriction Purchase Agreement)

DEED RESTRICTION PURCHASE AGREEMENT

THIS DEED RESTRICTION PURCHASE AGREEMENT (the "Agreement") is entered into this ___ day of _____, 2025 (the "Effective Date") by and between the Town of Mountain Village, Colorado, a Colorado home rule municipality with an address of 455 Mountain Village Blvd, Ste. A, Colorado 81435 (the "Town"), and _____, individuals with and address of _____ (collectively, "Purchaser") (each individually, a "Party" and collectively the "Parties").

WHEREAS, Purchaser is purchasing the real property and the improvements situated thereon, located at _____, Mountain Village, Colorado 81435 (the "Property"); and

WHEREAS, in exchange for compensation as set forth herein, Purchaser has agreed to place certain restrictions on the use of the Property for the benefit of the Town by requiring occupancy of the Property by at least one qualified resident, as set forth in the Deed Restriction Agreement executed contemporaneously herewith (the "Deed Restriction"); and

WHEREAS, the Deed Restriction is of value to the Town, and the Town is willing to compensate Purchaser for the value of the Deed Restriction.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. Conveyance. Purchaser agrees to convey, sell, transfer and assign to the Town, and the Town agrees to purchase from Purchaser, the Deed Restriction, on the terms and conditions of this Agreement.
2. Purchase Price. The purchase price for the Deed Restriction shall be \$ _____ (the "Purchase Price"), delivered to Purchaser at closing in funds which comply with all applicable Colorado laws, which include electronic transfer funds, certified check and cashier's check, at the Town's option.
3. Purchaser Contribution. As a condition of the Town acquiring the Deed Restriction, Purchase agrees it will contribute three percent (3%) or more of Purchaser funds towards the purchase price of the Property, which funds to not include any third party down payment assistance funding.
4. Closing. The closing will occur at a mutually agreeable location, at a date agreed upon by the Parties within 14 days of the Effective Date.
5. Notice and Consent. Purchaser certifies that Purchaser has notified every person or entity holding a lien or other encumbrance on the Property as well as every person or entity Purchaser reasonably believes will hold a lien or encumbrance on the Property of the proposed purchase of the Deed Restriction by the Town, and if necessary, obtained each of their consent to the recording of the Deed Restriction against the Property. Should Purchaser not provide such notice or obtain such consent, and Purchaser's failure to do so causes the Deed Restriction to become unenforceable, invalid or void for any reason, Purchaser shall reimburse the entire Purchase Price to the Town within 30 days of receipt of written notice from the Town.

6. Purchaser's Representations and Warranties. Purchaser hereby represents and warrants that the following statements are now, and will be as of the closing date, true and correct, to the best of Purchaser's knowledge, and Purchaser shall give the Town prompt written notice if any of the representations or warranties made by Purchaser in this Agreement are no longer true or correct in any material manner:

a. There is no action, suit or proceeding pending, or to the best of Purchaser's knowledge threatened, against or otherwise affecting Purchaser or the Property in any court of law or equity, or before any governmental authority, in which an adverse decision might materially impair Purchaser's ability to perform its obligations under this Agreement.

b. There is no pending or threatened condemnation or similar proceeding affecting the Property.

7. Town's Remedies. In the case of any breach of this Agreement by Purchaser, the Town may terminate this Agreement by written notice to Purchaser, and the Town shall have all remedies available at law or equity for such breach. In addition to all other remedies, in the case of a breach of this Agreement by Purchaser, the Town shall have the right to recover the entire Purchase Price from Purchaser, in addition to all costs and fees, including attorney fees, incurred by the Town.

8. Miscellaneous.

a. Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements, oral or written, and this Agreement can be amended only by written agreement signed by the Parties.

b. Agreement Binding; Assignment. This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the Parties.

c. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

d. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in San Miguel County, Colorado.

e. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

f. Third Parties. There are no intended third-party beneficiaries to this Agreement.

PURCHASER

Name: _____

STATE OF COLORADO)
) ss.
COUNTY OF SAN MIGUEL)

The foregoing instrument was subscribed, sworn to and acknowledged before me this
_____ day of _____, 20__, by _____.

Witness my hand and official seal.

Notary Public

(S E A L)

My Commission Expires: _____

Exhibit C
(Subordination Agreement)

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (the "Agreement") is entered into this ____day of ____, 20__ (the "Effective Date") by and between the Town of Mountain Village, Colorado, a Colorado home rule municipality with an address of 455 Mountain Village Blvd Suite A, Mountain Village, CO 81435 (the "Town"), and _____, a financial institution with an address of _____, _____, Colorado _____ ("Lender") (each a "Party" and collectively the "Parties").

WHEREAS, the Deed Restriction Agreement dated _____ 20 ____, recorded on __, 20__ under Reception No. _____ in the records of the Clerk and Recorder of San Miguel County, Colorado, as amended (the "Deed Restriction") burdens the real property more particularly described as _____ ("Property");

WHEREAS, the owner of the Property has requested Lender to issue a loan secured by a deed of trust encumbering the Property; and

WHEREAS, Lender is willing to subordinate the loan to the Deed Restriction under the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties agree as follows:

1. Subordination. Lender unconditionally subordinates its lien under the deed of trust on the Property issued by Lender on _____, 20__ (the "Deed of Trust") to the Deed Restriction. Lender agrees that its lien on and all other rights and interests in the title to the Property resulting from the Deed of Trust will remain subordinate to all rights and interests in the title to the Property resulting from the Deed Restriction, regardless of any renewal, extension or further modification of the Deed of Trust.
2. Notice. If Lender accepts a deed in lieu of foreclosure of the Deed of Trust, Lender shall give the Town written notice within 20 days after the deed is recorded with the Clerk and Recorder of San Miguel County, Colorado.
3. Miscellaneous.
 - a. Modification. This Agreement may only be modified by subsequent written agreement of the Parties.
 - b. Integration. This Agreement and any attached exhibits constitute the entire agreement between the Parties, superseding all prior oral or written communications.
 - c. Severability. If any provision of this Agreement is determined to be void by a court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect.

d. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in San Miguel County, Colorado.

e. Agreement Binding; Assignment. This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of the Parties.

f. Third Parties. There are no intended third-party beneficiaries to this Agreement.

g. No Joint Venture. Notwithstanding any provision hereof, the Town shall never be a joint venture in any private entity or activity which participates in this Agreement, and the Town shall never be liable or responsible for any debt or obligation of any participant in this Agreement.

h. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

i. Recording. This Agreement shall be recorded with the San Miguel County Clerk and Recorder.

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

**TOWN OF MOUNTAIN VILLAGE,
COLORADO**

Martinique Prohaska, Mayor

ATTEST:

Susan Johnston, Town Clerk

Exhibit D
(Deed Restriction Application)



Mountain Village Deed Restriction
YES Program Application

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

Housing Department
970.728.8000

Date: _____

Your name: _____

Provide name(s) as title to property will be or is held

Your current mailing address: _____

Your e-mail: _____

Your phone: _____

Amount of money requested: \$ _____

Property address to be deed restricted: _____

Property Type: Single Family Condo Townhouse Duplex

Number of bedrooms/bathrooms: _____ Bedrooms _____ Bathrooms

Number of unit parking spaces;
total property parking spaces: _____

Are you under contract? _____

Contract or list price: _____

Closing date or
date decision is needed: _____

Is there a Home Owner's Association? Yes, there is an HOA No, there is no HOA

Is there any pending or upcoming
special assessments (SA's)? Pending SA Upcoming SA No SA

Is there a right of first refusal?
The Town cannot place a deed restriction on property with right of first refusal

Name of Lender: _____

Name of Real Estate Agent: _____

Name of Title Company: _____

Name of Employer: _____

Have you notified your Lender, Title
Company and Appraiser of your intent to
place a Deed Restriction on the Property? _____

Is there additional property information
You wish to share? (optional) _____

Council Member: Marti Prohaska

Sterling Parks _____

Michael Collins _____

Pedro Maquera X

Susan Ensor _____

Council Member: Scott Pearson

Sterling Parks _____

Michael Collins _____

Pedro Maquera ✓

Susan Ensor _____

Council Member: MAGID

Sterling Parks _____

Michael Collins _____

Pedro Maquera X

Susan Ensor _____

Council Member: Duprey

Sterling Parks _____

Michael Collins _____

Pedro Maquera _____

Susan Ensor X

Council Member: Harvey Mogenson

Sterling Parks _____

Michael Collins _____

Pedro Maquera _____

Susan Ensor X

Council Member: Rock Gray

Sterling Parks _____

Michael Collins _____

Pedro Maquera ✓

Susan Ensor _____

Council Member: _____

Sterling Parks _____

Michael Collins _____

Pedro Maquera XXXX *

Susan Ensor XX

Tally Vote

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into on _____, 2025 (“Effective Date”), by and between the TOWN OF MOUNTAIN VILLAGE (the “Town”), a Colorado home rule municipality, and the ILIUM PARK OWNERS ASSOCIATION (the “IPOA”), a Colorado nonprofit corporation. The Town and IPOA may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

A. The IPOA is a deed-restricted community comprised of approximately 70 units located in unincorporated San Miguel County, Colorado, just west of Telluride (“Community”). The IPOA holds a well permit for an existing well located adjacent to 63L commonly called Ilium Road, which well provides potable water to the Community (“Well No. 3”). The IPOA’s package wastewater treatment plant (“Package Plant”) is housed in the building next to Ilium Well No. 3. The IPOA also holds Decrees Nos. 93CW161 and 93CW163, which collectively allow for the construction of two additional wells to serve the Community.

B. The Town intends to construct primarily a workforce housing project, (“Project”) located on property near the Community on real property owned by the Town and described on Exhibit A (the “Town Property”).

C. Along with the Town of Telluride, the Town intends to form a regional wastewater authority (“Authority”) and construct a new regional wastewater treatment facility (“WWTP”) for the purpose of serving both towns, the Town Property, the Community, and other properties, all of which is subject to ongoing negotiations between the two towns and is not guaranteed.

D. The Parties have been negotiating potential terms and conditions of an agreement whereby the IPOA would abandon the existing Package Plant, and in conjunction with such abandonment, be serviced instead by the new Authority and WWTP, share Well No. 3 with the Project, and work with the Town to construct a second well to serve both the Community and the Project (“Well No. 2”).

E. The Parties desire to enter into this MOU to memorialize their present intentions and plans to continue working together towards the execution of an agreement, as outlined below.

TERMS

1. Wells. The Parties intend to share Well No. 3, as expanded in accordance with section 2 below, and construct Well No. 2 to serve both the Community and the Project. Subject to the terms of the agreement contemplated herein, the Parties will share the cost of the construction of Well No. 2 equally (50% to be paid by each of the IPOA and the Town). The Town’s share of these expenses shall be solely for the permitting, drilling, testing and construction of Well No. 2. If the IPOA desires to connect Well No. 2 to the IPOA’s water

system prior to the Town's need for it related to the Project, the IPOA shall bear the costs of water and power connection. Costs paid by the Town will be credited towards future tap fees. The Parties will share the costs of maintenance and monitoring for Well No. 3 and Well No. 2 equally. Town shall bear all costs to connect water and power to Project and shall not be credited towards future tap fees for such costs. The Parties shall split equally the cost of pumps for Well Nos. 2 and 3 if they serve both properties, provided that if the Town needs or desires a well pump of greater capacity than would be required to serve 200% of the IPOA's needs, the Town shall bear the marginal costs of oversizing. To the extent that existing Well No. 3 and/or proposed Well No. 2 may be located outside of any existing easement on the Property, the Parties agree to cooperate to provide for appropriate easements and to vacate any unnecessary easements on their respective properties. The Party that pays or advances any shared costs shall promptly invoice the other Party for its share which shall be payable within 30 days of the receipt of the invoice.

2. Water Court Process. The Town, at its expense, intends to apply to the Water Court to obtain an enlargement of the IPOA's water rights, including Well Nos. 3 and 2, and any other amendments to the existing water court decrees to provide for water service for the Community and the Project; these enlargements and amendments may take the form of new water rights that may be operated through the IPOA's two wells. The Parties will share both decreed wells and may construct the third well in the future if they mutually agree. The IPOA agrees that it shall cooperate, at no additional cost, with the Town on any applications which the Town deems necessary to comply with the terms of this MOU and shall not file any opposition or protests with the water court concerning same. The Town will be responsible to obtain and pay for any new water rights augmentation contract from Trout Lake or other sources to support the water supply necessary for the Project.

3. Agreement. The Parties agree to continue negotiations of an agreement in good faith including, but not limited to, addressing the issues outlined herein, with the goal of reaching agreement on all material terms by the end of 2025. Outstanding issues include without limitation: whether Authority or Town Facility (defined below) will provide wastewater services; the amount of capacity needed and reserved for the Community; how many units the Town will construct for the Project; and the allocation of cost sharing for the potable water facilities including the cost of constructing and permitting Well No. 2.

4. Storage Tank. At such time the phased deed-restricted housing is constructed in Ilium Valley, the existing water storage tank would also serve the Project, as needed, provided that any use by the Town will leave sufficient capacity in the existing tank for the IPOA's needs including reserved capacity for fire flows. The Parties agree to cooperate in the planning, design and future construction of an additional storage tank to provide additional capacity to serve the Project and to provide redundancy for the benefit of both Parties. The Parties will work together to develop a timeline and milestones to ensure that any additional tank will be constructed and in place when needed for the Project. The Parties further agree to work together in good faith to determine a fair and equitable cost-sharing formula for the construction of the new tank and related infrastructure once cost estimates have been obtained. Pending mutual agreement on cost-sharing, the Town agrees to bear the initial costs of planning and design for the second tank. The Parties will also cooperate to determine an appropriate location of a new tank in the general

vicinity and elevation of the existing tank on property owned or controlled by either Party. The timing of construction of a future tank will be determined based on actual need in consultation with a qualified and licensed Colorado engineer.

5. Support for Project and WWTP. Considering the importance of affordable housing and the potential for the WWTP to become a regional solution for wastewater needs and service, and the layers of review and approval needed to make the Project and the WWTP a reality, the Parties acknowledge the importance of demonstrating support for the efforts described in this MOU and will endeavor to do so. The IPOA shall support, at no additional cost, the Project and the WWTP with San Miguel County and CDPHE.

6. Wastewater Service to Community. The IPOA intends to abandon the Package Plant in exchange for service by the Authority from the new WWTP. The Town is under contract to purchase the property on which the new WWTP is to be located and is in negotiations with other local governments to form the Authority. The IPOA will become a customer of that Authority, and a certain amount of capacity at the WWTP will be reserved for the Community. The IPOA intends to contract with the Authority regarding said service. In the event that negotiations to form the Authority fail, the Town intends to construct its own wastewater treatment facility (“Town Facility”), the IPOA will become a customer of the Town, and the Town Facility shall reserve capacity to serve the Community. It is the intent of the Parties that the IPOA would be charged the same rates for sewer service as will be applied to residences and structures to be developed within the Town Property, whether from the new WWTP or a Town Facility. The Parties acknowledge that the Authority, if created, will be the rate-setting authority for the WWTP and will need to consent to any agreement between the IPOA and the Town as to sewer rates.

7. Tap Fees. The original developer of the Community has the right to collect tap fees as a condition of connection to the IPOA’s water infrastructure in the then current IPOA tap fee rate. The IPOA and the Town agree that the Town should be entitled to a credit against these fees based on the Town’s share of the design and construction costs incurred for the shared infrastructure described herein. Any balance attributable to tap fees may be addressed through a development plan. The Parties acknowledge that third-party consent by the original developer may be required to effectuate this provision. Tap fee credits shall be assignable in the event that the Town conveys any portion of the Project or the Town Property to another entity. The Town may purchase the taps at any time by payment of cash and/or application of the credits as provided herein for costs actually incurred at the time of purchase.

8. Effect of MOU. The purpose of this MOU is to reflect the present intentions of the Parties but not to be a binding contract. Either Party may terminate this MOU at any time by sending written notice to the other Party. This MOU and the agreement contemplated herein are subject to the Town’s verification of all well permits and decrees listed herein, the financial viability of the Project, or otherwise necessary to accomplish the goals of this MOU. The Parties agree to work together in good faith to prepare binding contracts and other documents as may be necessary to carry out their intentions as set forth above.

9. Future Agreements. The Parties desire to leave open the possibility of future agreements. The Parties may wish to create an association or other form of joint entity to manage the shared water system upon development of the Project and agree to negotiate in good faith on such matters. . Future agreements may address the ownership of assets, division of ongoing maintenance obligations, and other topics related to the administration of the terms herein.

10. Assignment. The terms of any agreement reached between the Town and IPOA shall apply to any and all successors and assigns of the Town with the same force and effect that such terms apply to the Town.

TOWN OF MOUNTAIN VILLAGE ILIUM PARK OWNERS
ASSOCIATION

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTEST:

ATTEST:

Town Clerk

Secretary

**EXHIBIT A
TOWN PROPERTY**

Attached.