

**TOWN OF MOUNTAIN VILLAGE
TOWN COUNCIL REGULAR MEETING
THURSDAY, MARCH 20, 2025 2:00 PM
2nd FLOOR CONFERENCE ROOM, MOUNTAIN VILLAGE TOWN HALL
455 MOUNTAIN VILLAGE BLVD, MOUNTAIN VILLAGE, COLORADO
AGENDA**

https://us06web.zoom.us/webinar/register/WN_wJy_0XuITE-Bm9jMcz82Iq

Please note that times are approximate and subject to change.

	Time	Min	Presenter	Type	
1.	2:00				Call to Order
2.	2:00	5			Public Comment on Non-Agendized Items
3.	2:05	5	Johnston	Action	Consent Agenda: All matters in the Consent Agenda are considered to be routine by the Town Council and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately: <ul style="list-style-type: none"> a. Consideration of Approval of February 20, 2025 Regular Town Council Meeting Minutes b. Consideration of Approval of a Letter in Support of the Telluride Mountain Club Trail Proposal Project
4.	2:10	10	Lemley Newell	Action	Mountain Village Housing Authority: <ul style="list-style-type: none"> a. Appointment of One Resident Seat for a Two-Year Term on the VCA Resident Committee
5.	2:20	10	Wisor	Informational	Department Updates and Business & Government Activity Report (BAGAR)
6.	2:30	10	Katz Dohnal	Action Legislative	Approval of an IGA for Regional Support of a Regional Youth Hangout
7.	2:40	20	Wise Wisor	Work Session	Discussion Regarding Mountain Village Load and Delivery Program
8.	3:00	5	Bulson Ward	Action Quasi-Judicial	Second Reading, Public Hearing and Council Vote on an Ordinance Clarifying and Correcting the Density Allocated to Lots 1001 and 1005R, Commonly Called Village Court Apartments
9.	3:05	20	Wisor	Work Session	Discussion Regarding Formation of Council Member Attendance Policy
10.	3:25	10	Holmes Lemley	Action Legislative	Second Reading, Public Hearing and Council Vote on an Ordinance and Code Amendment for Mayoral and Council Compensation
11.	3:35	10	Lemley Ward	Action	Consideration of a Resolution Appropriating Additional Sums of Money to the 2025 Budget for Forestry Management

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

	Time	Min	Presenter	Type	
			Walters		
12.	3:45	15	Nelson	Action Legislative	Consideration of a Resolution Approving Amendments to the Town of Mountain Village Your Equity Support (YES) Program Guidelines
13.	4:00	5	Loebe	Action	Consideration of Approval of a Parking Lot Sub-Lease with The Weitz Company for Use of a Portion of Lot R During the Construction of the Four Seasons
14.	4:05	15	Loebe Tucker	Work Session	Discussion Regarding Renewing the Bluegrass Festival Facilities Use Agreement
15.	4:20	10	Ward	Action	Consideration of an Easement Vacation and Quit Claim Deed for a Portion of Drainage Easement Located at Lot 711, 160 Adams Ranch Rd
16.	4:30	10	Ward	Action	Consideration of a Temporary Dewatering and Discharge Agreement with the Weitz Company, LLC
17.	4:40	20	Warren Kennedy	Informational	Presentation of the 2025 Community Survey Results
18.	5:00	20	Pandolfo	Informational	Update on Proposed State Funding of Public Education and Potential Impacts to Regional Education
19.	5:20	15			Dinner
20.	5:35	45	Cowie	Work Session	Discussion Regarding the History of Wetlands and Beaver Coexistence in the Telluride Region and Considerations for the Meadows Area
21.	6:20	20	McConaughy Wisor	Action Legislative	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Adding Chapter 3.06 to the Town of Mountain Village Municipal Code to Impose a Tax on Ski Tickets
22.	6:40	20	Council Members	Informational	Council Boards and Commissions Updates: <ol style="list-style-type: none"> 1. Telluride Tourism Board – Gomez 2. Colorado Flights Alliance – Gilbride, Gomez 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

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

	Time	Min	Presenter	Type	
					11. Infrastructure Committee – Duprey & Magid 12. Telluride Conference Center Committee – Duprey & Magid 13. Miscellaneous Boards and Commissions 14. Mayor’s Update
23.	7:00	5			Other Business
24.	7:05	20 30 15 20	Legal		Executive Session for the Purpose of: a. 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) b. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators. Receiving Legal Advice on Specific Legal Questions Related to Taxes and Fees Pursuant to C.R.S. Section 24-6-402(4)(b) c. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding Securing a Tenant for 622 Mountain Village Boulevard Unit 101A Pursuant to C.R.S. 246402(4)(e) d. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding Telluride Ski & Golf Pursuant to C.R.S. 246402(4)(e)
25.	8:30				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.

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

Public Comment Policy:

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



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

Agenda Item 3a

**TOWN OF MOUNTAIN VILLAGE
MINUTES OF FEBRUARY 20, 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, February 20, 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
Harvey Mogenson
Pete Duprey
Tucker Magid
Huascar E. Gomez (Rick)

The following Town Council members were absent:

Jack Gilbride

Also in attendance were:

Paul Wisor, Town Manager	Madeline Gomez
Michelle Bulson, Assistant Town Manager	John Miller
Susan Johnston, Town Clerk	Juan Robledo
Mae Eckard, Deputy Town Clerk	Jeff Roberts
David McConaughy, Town Attorney	Owen Perkins
Drew Nelson, Housing Director	Cath Jett
Amy Ward, Community Development Director	Bill Flores
Kathrine Warren, Communications Manager	Carmela Sanna
J.D. Wise, Economic Development Director	Anton Benitez
Molly Norton, Business Development Manager	Teddy Errico
Lauren Kirn, Sustainability and Grants Project Manager	Kierra Skinner
Lizbeth Lemley, Finance Director	Matt Skinner
Brittany Newell, Rental Properties Manager	Erica Gioga
Chris Broady, Police Chief	Sutton Schuler
Jim Loebe, Director of Transit & Recreation	Tim Barber
Jaime Holmes, Director of Human Resources	Patrick Latcham
Jim Soukup, Chief Technology Officer	Sherri Reeder
Erin Howe, Planning Technician	Valerie Child
Rodney Walters, Town Forester	Chad Horning
Conor Intemann, Gondola Maintenance Manager	Stephanie Fanos

Sierra Vargas, Administrative Assistant
Tony Pineda, VCA Maintenance Technician
Pat Drew, SCADA Administrator
Katy Burns, Controller & Payroll
Chambers Squier, Mountain Munchkins Director

Casey Kaut
Sterling Parks

Executive Session for the Purpose of: (2)

- 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 C.R.S. 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(b)**
- g. **Receiving Legal Advice on Specific Legal Questions Pursuant to C.R.S. 24-6-402(4)(b), Specifically Regarding Pending Litigation in Masson vs. BOCC, et al.**

On a **MOTION** by Pete Duprey and seconded by Harvey Mogenson, Council voted unanimously to move into Executive Session at 2:00 p.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 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 C.R.S. 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(b)

- g. Receiving Legal Advice on Specific Legal Questions Pursuant to C.R.S. 24-6-402(4)(b), Specifically Regarding Pending Litigation in Masson vs. BOCC, et al.

Council took a break from 3:25 p.m. until 3:35 p.m.

Council moved to agenda item 5.

Public Comment on Non-Agenda Items (3)

Council received public comment from Casey Kaut.

Staff Introductions: (4)

- a. **Sierra Vargas, Administrative Assistant**
- b. **Tony Pineda, VCA Maintenance Technician**
- c. **Pat Drew, SCADA Administrator**

Assistant Town Manager Michelle Haynes introduced Administrative Assistant Sierra Vargas. Chief Technology Officer Jim Soukup and Public Works Director Scott Pittenger introduced SCADA Administrator Pat Drew. Scott Pittenger introduced VCA Maintenance Technician Tony Pineda.

Council moved to agenda item 7.

Consent Agenda: (5)

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**

Town Clerk Susan Johnston presented. Council discussion ensued. On a **MOTION** by Pete Duprey and seconded by Huascar E. Gomez (Rick) Council voted unanimously to approve the January 16, 2025 Regular Town Council Meeting Minutes and the January 28, 2025 Special Town Council Meeting Minutes as presented.

Council Member Appointments: (6)

Town Manager Paul Wisor presented. Council discussion ensued.

- a. **Region 10**
- b. **Colorado Flights Alliance**

On a **MOTION** by Mayor Marti Prohaska and seconded by Pete Duprey, Council voted unanimously to appoint Scott Pearson to Region 10 for an alternate seat and to appoint Huascar E. Gomez (Rick) the Colorado Flights Alliance for an alternate seat.

Council moved to agenda items 19, 20 and 21.

On a **MOTION** by Scott Pearson 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. Sterling Parks introduced himself. Council discussion ensued. On a **MOTION** by Huascar E. Gomez (Rick) and seconded by Tucker Magid, Council voted (4-2) to appoint Pedro Maquera to the VCA Resident Committee for a term expiring July 2026.

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

Consideration of Approval of December 31, 2024 Preliminary Financials (8)

Lizbeth Lemley presented. Council discussion ensued. On a **MOTION** by Huascar E. Gomez (Rick) and seconded by Pete Duprey, Council voted unanimously to approve the December 31, 2024 preliminary financials as presented.

Consideration of Approval of a Resolution Appropriating Sums of Money Related to Boiler Replacements (9)

Lizbeth Lemley and Scott Pittenger presented. Council discussion ensued. On a **MOTION** by Harvey Mogenson and seconded by Tucker Magid, Council voted unanimously to approve a Resolution appropriating sums of money to related boiler replacements.

Department Updates and Business & Government Activity Report (BAGAR) (10)

Paul Wisor, Lizbeth Lemley, HR Director Jaime Holmes, Transit & Recreation Director Jim Loebe and Communications Manager Kathrine Warren, and Community Development Director Amy Ward presented. Council discussion ensued regarding the Sunset Concert Series. The Mayor opened public comment. Public comment was received from Teddy Errico and Carmela Sanna. The Mayor closed public comment. Council suggested a Special Town Council Meeting to further discuss the Sunset Concert Series.

Council moved to agenda item 13.

Consideration of Approval of an Intergovernmental Agreement Between San Miguel County and Town of Mountain Village Concerning Noxious Weed Management and Control Services (11)

Paul Wisor presented. Council discussion ensued. On a **MOTION** by Scott Pearson and seconded by Harvey Mogenson, Council voted unanimously to approve an intergovernmental agreement between San Miguel County and Town of Mountain Village concerning noxious weed management and control services, and to authorize staff to modify the term to 2030.

Council moved to agenda item 14.

Discussion Regarding the Distribution of MCH Pheromone Packets to Prevent Douglas Fir Beetles (12)

Town Forester Rodney Walters presented. Council discussion ensued.

Council moved to agenda item 3.

Dinner (13)

Council took a break from 5:40 pm to 5:54 p.m.

Council moved to agenda item 11.

Discussion Regarding the Potential Update of the Currently Adopted Renewable Energy Mitigation Program (REMP) Form and its Calculations (14)

Amy Ward requested this item be continued to the March 20, 2025 Regular Town Council Meeting.

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 and New Water Facilities (15)

Assistant Town Manager Michelle Bulson, Town Attorney David McConaughy and Assistant Town Attorney Matthew Butt presented. Council discussion ensued. On a **MOTION** by Huascar E. Gomez (Rick) and seconded by Harvey Mogenson, Council voted unanimously to approve 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 new water facilities, and to authorize staff to make any final non-substantive changes.

Council moved to agenda item 17.

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 (16)

Michelle Bulson and Amy Ward presented. Council discussion ensued. On a **MOTION** by Pete Duprey and seconded by Tucker Magid, Council voted (6-0) to approve on first reading, an Ordinance Clarifying and Correcting the Density Allocated to Lots 1001 and 1005R, Commonly Called Village Court Apartments, and to set a second reading, public hearing and Council vote for the March 20, 2025 Town Council Meeting.

Council moved to agenda item 23.

Second Reading, Public Hearing and Council Vote on an Ordinance Amending Town Use Tax Provisions (17)

David McConaughy presented. Council discussion ensued. The Mayor opened public comment. No public comment was received. The Mayor closed public comment. On a **MOTION** by Huascar E. Gomez (Rick) and seconded by Tucker Magid, Council voted (6-0) to approve an Ordinance Amending Town Use Tax Provisions with a clerical correction to the 7th recital.

First Reading, Setting of a Public Hearing and Council Vote on an Ordinance and Code Amendment for Mayoral and Council Compensation (18)

Jaime Holmes and Lizbeth Lemley presented. Council discussion ensued. The Mayor requested a work session to be scheduled for the March 20, 2025 Regular Town Council Meeting to discuss attendance policies. On a **MOTION** by Huascar E. Gomez (Rick) and seconded by Pete Duprey, Council voted (6-0) to approve on first reading, an Ordinance and Code Amendment for Mayoral and Council Compensation, and to set the second reading, public hearing and Council vote for the March 20, 2025 Town Council Meeting.

Council moved to agenda item 22.

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 (19) *This Item was Continued from the January 16, 2025, Regular Town Council Meeting - The Applicant has Requested that this Item be Tabled Indefinitely*

Amy Ward presented. Council discussion ensued. On a **MOTION** by Huascar E. Gomez (Rick) and seconded by Harvey Mogenson, Council voted unanimously to table this item indefinitely.

Consideration of a Resolution Approving a Major Subdivision for Lot 161A-R2, Unit 1, Pursuant to Section 17.4.13 of the CDC (20) *This Item was Continued from the January 16, 2025, Regular Town Council Meeting - the Applicant has Requested that this Item be Tabled Indefinitely*

Amy Ward presented. Council discussion ensued. On a **MOTION** by Huascar E. Gomez (Rick) and seconded by Harvey Mogenson, Council voted unanimously to table this item indefinitely.

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 (21)
This Item was Continued from the January 16, 2025, Regular Town Council Meeting - The Applicant has Requested that this Item be Tabled Indefinitely

Amy Ward presented. Council discussion ensued. On a **MOTION** by Huascar E. Gomez (Rick) and seconded by Harvey Mogenson, Council voted unanimously to table this item indefinitely.

Council moved to agenda item 16.

Consideration of a Resolution Approving Amendments to the Town of Mountain Village Your Equity Support (YES) Program Guidelines (22)

Drew Nelson presented. Council discussion ensued. On a **MOTION** by Huascar E. Gomez (Rick) and seconded by Tucker Magid, Council voted to continue this item to the March 20, 2025 Regular Town Council Meeting.

Council moved to agenda item 24.

Updates on Grants Awarded in 2025 and Update on Expectations for Federal Grants (23)

Lauren Kirn presented. Council discussion ensued.

Council moved to agenda item 12.

Council Boards and Commissions Updates: (24)

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 (25)

There was no other business.

There being no further business, on a **MOTION** by Huascar E. Gomez (Rick) and seconded by Tucker Magid, Council voted unanimously to adjourn the meeting at 6:56 p.m.

Respectfully prepared by,

Respectfully submitted by,

Mae Eckard
Deputy Town Clerk

Susan Johnston
Town Clerk

March 20, 2025

Agenda Item 3b

Megan Eno, Norwood District Ranger
1150 Forest Street
Norwood, CO 81423

RE: Comments on Draft Environmental Assessment for Telluride Mountain Club Trails
Proposal Project

Dear Megan,

On behalf of the Town of Mountain Village, we write to express our strong support for the Telluride Mountain Club's (TMtC) proposed trail improvements as part of the NEPA review process. In particular, we wish to highlight the importance of the proposed Mountain Village to Valley Floor Connector Trail, which has long been a desired addition to the region's trail network.

This new connector trail will provide a much-needed safer downhill route from Mountain Village to the Town of Telluride, reducing conflicts on existing high-traffic trails while offering a more manageable climbing route, something that does not currently exist. The trails within Mountain Village already experience heavy use, and this addition will help disperse users while enhancing accessibility for both biking commuters and recreationalists.

Taking a wider view, Mountain Village supports Alternative 2 as the preferred option while recognizing the environmental benefits outlined in Alternative 3. Thank you for the opportunity to comment on the Draft EA.

Enhanced Public Access to Outdoor Recreation

It should be noted that the trails within the Telluride Ski Resort Special Use Permit Area (referenced on page 30 & 31) are pay-to-access trails, meaning only those with a paid pass are able to use them. In stark contrast, TMtC's proposed trails are free, publicly accessible, and open to all members of the community, regardless of financial means. Providing accessible, non-restricted trails ensures that all individuals, including residents and visitors who may not have the financial resources to access ski area trails, have equitable opportunities for outdoor recreation. TMtC's proposal emphasizes inclusivity and public access to outdoor recreation, which are critical to the long-term health and well-being of our community.

Community-Driven Trail Development

TMtC's 2021-2022 trail survey, which gathered over 769 responses, underscores the strong public demand for improved trail connectivity, maintenance, and expansion. With 78% of respondents supporting thoughtful trail expansion, the proposed trails directly align with the community's vision for the future of outdoor recreation in the region. This project has also garnered strong support from the local governments, gear shops, guiding services, and other recreation-based businesses, recognizing the positive impact these trails will have on residents, visitors, and the local economy. By using this data-driven approach and broad community backing, TMtC ensures that the project is responsive to community needs rather than self-directed, maximizing success in meeting user expectations and regional recreation goals.

Sustainability and Environmental Stewardship

We are encouraged by the Draft EA's commitment to minimizing environmental impacts. The proposed alignments take into account the unique ecological features of the area, and the incorporation of adaptive management strategies will help ensure the preservation of sensitive wildlife habitats and the overall health of the ecosystem. The environmental review should also consider how access to well-planned, designated trails will help combat rogue trail-making in the region. Providing organized, legal access to these trails will not only protect the integrity of our public lands but also contribute to better environmental conservation by reducing the creation of unsanctioned, environmentally damaging trails.

Support for Local Economic Growth

The Telluride area has a rich history of outdoor recreation, and maintaining access to public trails is crucial to preserving this identity. TMtC's trails contribute to the town's unique character and support a thriving outdoor culture that attracts residents and visitors alike. The proposed trails will contribute to the local economy by attracting visitors, enhancing our region's reputation as a premier outdoor destination, and supporting local businesses. TMtC's proposed trails will ensure that the community and visitors alike can enjoy the outdoor recreation opportunities that help sustain the local economy.

The Town of Mountain Village firmly believes that the proposed trails outlined in the Draft Environmental Assessment will provide substantial benefits to the community by enhancing public access, responding to local demand, promoting environmental stewardship, and supporting economic vitality. These trails represent a critical step toward ensuring equitable, sustainable, and thoughtfully planned outdoor recreation opportunities for both residents and visitors.

The Town of Mountain Village fully supports this effort to expand and improve our regional trail system, promoting both sustainability and safety. We appreciate the Forest Service's consideration of this important project and encourage its approval as part of the NEPA process.

Thank you for your time and dedication to public land stewardship. Please do not hesitate to reach out should you require any additional information.

Sincerely,

Martinique Prohaska
Mayor
Town of Mountain Village



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 March 20th, 2025
 RE: Consideration of applications for open VCA Residents Committee Seat

Introduction

Town Council directed the formation of the VCA resident advisory committee in December of 2019. We have established subject to this direction. We have one vacant seat on the committee and 6 applicants.

Attachments:

- A. Applications listed in the order received.
 - o Susan Ensor
 - o Sterling Parks
 - o Michael Collins
 - o Ava Halper
 - o Piper Miller
 - o Drew Antonisse
- B. VCA Resident Advisory Committee Framework – for background and reference

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	Appointed	Term Expires
Valentina Estrella	July '24	July '26
Ursula Cristol	July '24	July '26
Luke Kernell	March '24	March '26
Pedro Maquera (completing vacated seat)	Feb '25	July '26

Open	March '25	March '27
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Staff has recommended the applicants speak to their interest and qualifications during the meeting. Staff will read letters on behalf of applicants unable to attend.

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

- Susan Ensor, lived at VCA for four (4) years
- Sterling Parks, lived at VCA for four (4) years
- Michael Collins, lived at VCA for two (2) years
- Ava Halper, lived at VCA for one (1) year
- Piper Miller, lived at VCA for seven (7) years
- Drew Antonisse, lived at VCA for two (2) years

RECOMMENDED MOTION

I MOVE TO APPOINT _____, TO COMPLETE THE VACATED SEAT. TERM TO EXPIRE IN MARCH 2027.

A.VCA Resident’s Committee Applications

Susan Ensor

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

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. 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. 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. 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.

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.

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.

Ava Halper

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

I'd love to be a part of the committee that serves to make the place where I live better, for myself and for my neighbors. I'm a service oriented person with a keen attention to detail. I think my perspective would serve the greater population. I'd love the opportunity to share thoughts and ideas with others to make VCA the best it can be.

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

I've lived in Telluride for 36 years. So what does that mean? It means I understand the pros and cons of living here, I understand the struggles; the needs, and what comfortable living feels like. I've been the bartender, the server, the babysitter, the barista; I've been them, so I have a good idea of what young and old require to have comfortable and reliable housing. My perspective can be vast, and my ideas can be those of my neighbors.

Piper Miller

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

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

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

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

Drew Antonisse

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

I want to contribute to the VCA community in a meaningful way and provide a service to my neighbors. I want to be able to represent my community and share ideas on how we can better serve one another.

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

I can contribute my time and energy. I would like to represent the average VCA resident and share thoughts and ideas. I am looking to engage with other residents and understand their wants and needs for the community and bring information to management.

B. 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.



AGENDA ITEM 5
TOWN MANAGER
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 729-2654

TO: Mountain Village Town Council
FROM: Paul Wisor, Town Manager
DATE: March 14, 2024
RE: Department Updates

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

Public Works

Road & Bridge

Road plowing and snow removal continues with intermittent storms that have been accumulating decent totals. Breaks in the snow have allowed the team to do some pothole repair and sign replacement/repair around the Village. Asphalt projects RFP has been released and the team will be moving into patching and crack sealing as the temperatures allow in April to prepare for overlays.

Water

Water production is continuing at a normal pace for this time of year, generally matching the decrease in visitation seen in the Village. SCADA upgrades are starting to be implemented thanks to the new SCADA position and the RFP for the San Miguel Pumpstation and Wells 9 & 10 electrical upgrade has been released.

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. New, bear-proof trash cans have been put into place around GPG and a few other spots to complete our swap around the Village.

Facility Maintenance

Boiler replacement is underway at Lower See Forever and expected to be wrapped up by the end of the month. Facility checks and general maintenance continue as normal. VCA Bus Stop has been completed and is open for business.

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. Some items will be taken to auction as we prepare to receive new golf carts for the Plaza team and swap out non-bear proof trash cans around Town.

PARKING

Parking

Parking system revenues remain strong across all paid facilities, with overall utilization increasing from the previous month. However, year-to-date (YTD) system utilization is down 4.9% compared to last year. Breakdown by location:

- Gondola Parking Garage (GPG): Down 9.6% YTD
- Heritage Parking Garage (HGP): Up 13.1% YTD
- North Village Center (NVC): Down 4.09% YTD

Permit applications and associated revenues have begun to taper off. While weekends remain busy, the system has yet to reach full capacity. Meadows overflow has been activated three times, but emergency overflow at UMVB has not been needed. The active management of GPG, along with new policies and rate structures, continues to yield positive results.

Gondola

February ridership was down 0.92% compared to February 2024, with YTD ridership down 1.28% and season-to-date ridership down 1.95%. However, strong early March numbers are expected to close this gap.

Operational and mechanical uptime remains high, despite several prolonged stops related to the hydraulic tensioning system at Oak Street Station. Staffing levels are stable, bucking recent trends, with both operations and maintenance teams fully staffed. Shoulder season maintenance preparation and operations summer season recruiting efforts are underway.

Parks & Recreation

Winter maintenance efforts continue, with a focus on ice maintenance at Reflection and Village Pond. Due to sunny afternoon conditions, opening hours at Reflection Ice Rink have been adjusted. While Village Pond remains skateable, conditions will deteriorate as March progresses.

Nordic grooming operations within the Town's license area are ongoing, though thin snow conditions persist. The snowcat has been parked for the season, with staff utilizing a snowmobile and tracked Ranger for grooming.

Looking ahead, planning for the upcoming trail-building season is ongoing, with continued development of enhanced trail wayfinding content and signage.

Community Development

Planning

Design review and code amendments continues as usual, we had a productive work session with DRB regarding updates to the lighting regulations. Work with the Four Seasons team

continues towards issuance of building permit. A revision to final heights as allowed per the approval Ordinance was approved by staff and final densities approval is being worked through with the applicant. A dewatering agreement for excavation and foundation construction is being considered this month by Council. Slope stabilization permit has been applied for and is under review. The final building permit has also been applied for and is under review. Discussions regarding potential forest service trade parcel in the Ilium valley continue, the application is being prepped and we anticipate submittal in late March.

Building

Plan review for new projects in summer of 2025 is beginning to roll in. Both building and planning are working through workflows in preparation for the transition to OpenGov permitting software in June. Inspections are busy as we are still down one inspector.

GIS Phase 4 re-addressing commenced on March 4. LT continues to assist other departments with multiple projects on an as-needed basis.

Forestry

Forestry is prepping for summer work. The scope of work for the shaded fuel break that has preliminary grant approval has been revised and resubmitted to match the amounts awarded and we are waiting on final contracting. Seasonal forestry crew positions have been advertised. Contracting for additional crew from Southwest Conservation Core is being worked through and preliminary RFP for the first window of helicopter work in June is being drafted. Otherwise, slash pile burning continues when weather allows.

Clerks

First quarter Contract Management reviews were sent out to departments. We are continuing our election database training and creating templates for the various reports requested during the election cycle. An election mailer was designed highlighting the three open seats for the June 24, 2025 election and providing general election information with important dates as well as voter registration information. Two information sessions have been scheduled for Thursday, March 20th from 12:00-1:00 p.m. and the second is Monday, March 24th from 6:00 to 7:00 p.m.

Human Resources

Human Resources will launch a year-long Financial Wellness Program for employees beginning March 26th. This program has been designed based on feedback from our recent staff survey to address key financial wellness needs and enhance understanding of available resources.

The Financial Wellness Program will include:

- Education on Current Benefits – Highlighting available financial resources, including EAP and PERA.
- Workshops and 1:1 Coaching – Offering personalized guidance from experts on budgeting, retirement, and investment planning.
- Guest Speakers – Providing expert insights on financial wellness topics.
- On-Demand Financial Literacy Courses – Available through NeoGov with content provided by EAP and PERA.

Financial literacy will also be incorporated into our onboarding process to ensure new employees are aware of the financial resources and benefits available from the beginning of their employment.

The goal of this program is to educate employees about the financial resources available to them and meet the identified need for improved budgeting tools and strategies for retirement and investment planning.

Police

For February the police department's total calls for service was 496 calls, which included the following:

Arrest warrants issued - Harassment, a suspect sent constant text messages/phone calls that were threatening to harm family members and law enforcement. Assault, the suspect punched the victim in the face over a parking dispute.

Summons were also issued for; False Reporting, the suspect called police regarding someone trespassing at a local bar. The suspect later said he made it up because he didn't like the person at the bar. Hit and Run Accident at The Madeline Hotel, Officer was able to locate the suspect. Theft, a female stole multiple items from people who had left their belongings in the Village Core. Officers were able to view camera footage to gain evidence of the crime and identify the suspect.

Physical Arrest for Harassment, Restraining Order Violation, and Warrant Arrest – Suspect was arrested for harassment for attempting to fight multiple people during a special event. The suspect was also charged with being intoxicated with drugs/alcohol in violation of restraining order restrictions. The suspect also had active warrants from other jurisdictions for his arrest.

Other ongoing investigations included a civil matter, where an employee and staff disagreed if property was personal or business. Disorderly Conduct, a resident caused a disturbance at a local Hotel after water started leaking into his unit from the unit above. Theft, an iPad was stolen from a hotel room. Agency Assist for Ridgway Marshal's for a possible Facebook fraud. Motor Vehicle Accident at Russell Dr/Double Eagle Dr, with no injuries. Fraud, the victim sent money to a scam advertisement for renting a unit. Threatening/Harassment, a third party advised that someone they knew was sent threatening text messages. Officers attempted to contact the person who received the messages, but they did not respond. Theft, A college class ring was stolen out of a hotel room. Domestic Disturbance, the suspect punched his boyfriend in the nose for pushing him off of the bed. Awaiting the District Attorney's recommendation on whether to move forward with an arrest.

Training attended, Officer Fabian – 16 hours New Detective School, Officer Horn – 40 hours Investigative Statement Analysis. Officer Horn also taught a two-hour overview of Investigative Statement Analysis to our team upon returning from his training
Economic Development and Communications

Economic Development

In consultation with Battle Born + Company, we have had several productive conversations with potential restaurant operators for the Town's recently purchased commercial space at 622 Mountain Village Boulevard. The project is receiving strong interest from established restaurant groups.

Staff continues to work with 106W Logistics in evaluating a managed load and delivery program. A project update and work session with council will take place at the March 20 regular town council meeting.

Staff supported the Sustainability Department in hosting a business roundtable discussion to gather feedback and input on potential amendments to the single use plastics reduction ordinance and a potential back-of-house composting ordinance.

The deadlines for Plaza Vending and Market on the Plaza applications are approaching. Plaza Vending applications are due by March 21 and Market on the Plaza vendor applications are due by March 31.

Communications

The communications department has been working with Slate to finalize the Annual Report and Budget Brief, and we are aiming to release both by end of the season.

We are working the Clerks to push election candidate information out to the community and working on bilingual voter registration information to push to the community before residents leave for the off-season prior to the May voter registration deadline. The forestry video is now posted online and will be distributed on social media in the coming weeks with a broader Forestry Department announcement.

This spring, in conjunction with other departments and the Slate team, priorities will be working with the Housing Department to refresh and simplify components of the housing webpages, finalize website document accessibility, creating new templates and graphics to be launched in May and planning more components to our 30th celebration this summer.

Telluride Conference Center

The Telluride Conference Center had a busy month hosting several corporate events, the annual Telluride Aids Benefit Fashion Show, and Telluride Gay Ski Week. The TCC team received positive feedback on all events. Amy Solomon, TCC Sales Director was in town in mid-February to connect with clients and meet in person with the TCC working group.

A pre-project kickoff meeting for the HVAC replacement project was held on March 13 with the Town's selected contractor, Trane. The project is currently scheduled to begin on July 14 and is expected to take two weeks to complete. Final vendor and material selections are being made for carpet and paint replacement and project completion is still being targeted for the spring offseason.

The final Dinner and a Movie series of the winter season will feature screenings of 'The Wizard of Oz' on March 22 and 'Wicked' on March 23. Doors open at 5 p.m. and screenings begin at 6 p.m.

IT

IT is happy to report the Verkada camera technical glitch has been solved. This new camera project is now moving forward. IT has been busy with its annual cyber security audit with CLA Technology Systems. In addition, IT has been working with HR defining new device and access policies. IT/HR have also been making steps towards onboarding/offboarding process efficiencies within the HR system. IT has been working with Pat Drew the new Operational Technology administrator on various networks components that run the water system. Small, celebrated victories have occurred but there is much more work to be done. The water system upgrade is a multi-year project. IT continues to prepare for the BCDR tabletop exercise May

14th. This offseason, IT will be removing the Mountain Village Public Wifi and replacing it with a smaller Vendor Wifi network as well as doing network improvements at the Conference center.

Town Manager

Ilium Alternative Wastewater Site

We have been diligently working towards the submission of an application to the county to create the 5-acre regional wastewater parcel. On March 19, 2025, at approximately 1:45 pm, Mountain Village and the Town of Telluride will hold a worksession with the Board of County Commissioners to discuss the current plant and feasibility to date in the alternative regional wastewater site.

Ilium Housing & Intersection Improvements

The infrastructure committee is discussing financing options and how best to bring the region together around additional housing in the Ilium Valley on an ongoing basis. The intersection improvements Request for Proposal is on hold pending submittal of the wastewater parcel application to the San Miguel County Board of County Commissioners.

Regional Housing Needs Assessment

Thank you to LT and Kathrine for assisting the manager's department in creating a communication that includes a timeline and hyperlinks to relevant documentation related to the Housing Needs Assessment. We expect this communication will be stood up on the San Miguel Regional Housing Authority Website and our three governments will coordinate a communication about it. We are looking forward to moving the project forward and a better understanding of the next few steps related to public engagement and when we may review a draft report.

Housing

Drew is training Sierra on processing housing applications. Streamlining our applications is a priority along with updating the website in the second quarter of 2025. Lizbeth and Drew are working closely together on VCA related matters with VCA administration and maintenance.

Grants

The Town was awarded a grant for \$188,726 by the Colorado Department of Local Affairs (DOLA) for Mountain Munchkins' expansion, playground, and bilingual signage.

Town staff are currently pursuing grant opportunities for a VCA playground, VCA wildfire mitigation, multimodal infrastructure, community facilities, municipal capital improvements, and water infrastructure.

Sustainability

Town staff have a survey out to all Mountain Village businesses seeking input on an amendment to the Single Use Plastic Reduction Ordinance and proposed legislation for back-of-house composting. A Mountain Village Business Roundtable is scheduled for Thursday, 3/13, to discuss these items among staff and business representatives.

Town staff are organizing an energy education event for Wednesday, March 26, to discuss energy use, behavior, utility rates, rebates and incentives, and renewable energy. The event will be held at the Telluride Conference Center and will feature discussions with the Town of Telluride, San Miguel County, San Miguel Power Association, Black Hills Energy, and EcoAction Partners.

Town staff have engaged with Alpine Water Resources (AWR) to present at the March 20 Town Council meeting. AWR will discuss their expertise with and share information about wetlands, wildlife interactions, and beaver mitigation strategies in the Telluride Region.

Town staff have begun an expanded plastic film recycling program within Mountain Village in partnership with the Circular Transportation Network. This program is free for the community and the town and replaces the existing system of TerraCycle boxes.

Town staff are working with Western Colorado University (WCU) students to complete the 2024 Mountain Village community greenhouse gas emissions inventory.

The Town continues to offer great incentive programs to assist our residents and businesses to realize energy savings and increase resiliency. The Building Energy, Solar, Composting, Smart Irrigation, and Fire Mitigation programs are ongoing, and more information can be found on the Town's website.

ADA

Town staff is undertaking a review of ADA accessibility throughout the community. This assessment is best performed by a third party, and the Town is actively applying for a grant from the state to, in part, pay for this work. Once the grant is received, staff will issue an RFP, with the hopes that a full report will be made available to Council and community by this fall.



Business and Government Activity Report For the month ending: February 28th

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 %	94.90%	0.78%	94.51%	97.27%	-0.91%	97.73%	-3.22%	-3.3%
# Vacated Units	4	3	5	2	1	3	2	66.7%
# Work Orders Completed	32	(20)	84	22	2	42	42	100.0%
# on Waiting List	206	(8)		162	0		44	27.2%
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	431	(10)	872	466	(142)	1,074	(202)	-18.8%
Truck Rolls	60	(12)	132	96	50	142	(10)	-7.0%
Snow Fall - Inches	37	2	72	56	10	102	(30)	-29.4%
Water Billed Consumption - Gallons	7,218,000	(31,455,000)	45,891,000	8,969,000	(30,124,000)	48,062,000	(2,171,000)	-4.5%
Sewage Treatment - Gallons	9,706,000	526,000	18,886,000	9,107,000	(303,000)	18,517,000	369,000	2.0%
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	10.55	(0.05)		7.27	0.00		3.28	45.1%
# Toddlers Actual Occupancy	9.35	0.28		8.93	0.00		0.42	4.7%
# Preschoolers Actual Occupancy	12.26	0.00		14.34	(0.21)		(2.08)	-14.5%
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)	71.8%	10.00%	66.5%	77.60%	10.00%	72.4%	-5.9%	-8.1%
HPG Parking Utilization (% of total # of spaces occupied)	67.6%	11.80%	61.4%	57.80%	8.60%	53.4%	8.0%	15.0%
Parking Utilization (% of total # of spaces occupied)	61.2%	7.80%	57.1%	66.40%	8.60%	62.0%	-4.9%	-7.9%
Bus Routes - # of passengers	0	0	0	0	0	0	0	NA
Paid Parking Revenues	\$131,696	\$39,292	\$224,100	\$124,880	\$2,068	\$247,692	(\$23,592)	-9.5%
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	0		99	(3)		4	4.0%
Seasonal Head Count (FT & PT)	4	1		4	0		0	0.0%
Gondola FT YR, Seasonal, PT YR Head Count	59	1		52	(3)		7	13.5%
Total Employees	166	2		155	(6)		11	7.1%
Gondola Overtime Paid - Hours	71	(124)	266	309	6	612	(346)	-56.5%
Other Employee Overtime Paid - Hours	71	(98)	240	163	43	283	(43)	-15.2%
Total # New Hires	2	(2)	6	0	(7)	7	(1)	-14.3%
# Terminations	3	1	5	5	1	9	(4)	-44.4%
Seasonal EE's: Gondola Ops, Parking, Plaza Services, 1 Vehicle Mtn Intern New Hires: 2 Seasonal Gondola Operator Terms: 1 Payroll Technician, 2 seasonal Gondola Operator Reason for Terms: 2 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	0	12	6	(1)	14	(2)	-14.3%
Email Correspondence Sent	12	(4)	28	15	0	60	(32)	-53.3%
E-mail List - #	8,423	(38)		8,503	5		(80)	-0.9%
Ready-Op Subscribers	2,256	2		2,203	16		53	2.4%
News Articles	17	(11)	59	16	(4)	36	23	63.9%
Press Releases Sent	1	(2)	4	0	(2)	2	2	100.0%
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	352,053	42,555	661,551	355,335	40,532	670,138	(8,587)	-1.3%
Chondola # of Passengers	33,862	(1,287)	69,011	35,255	4,055	70,815	(1,804)	-2.5%
RETA fees collected by TMVOA	\$ 322,680	\$ (306,201)	\$ 951,561	\$ 1,391,400	\$ 406,110	\$ 2,376,690	(\$1,425,129)	-60.0%
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	496	(82)	1,074	535	(39)	1,109	(35)	-3.2%
Investigations	15	(12)	42	26	11	41	1	2.4%
Alarms	29	11	47	14	2	26	21	80.8%
Arrests	3	(1)	7	3	3	3	4	133.3%
Summons	3	(1)	7	3	2	4	3	75.0%
Traffic Contacts	4	(15)	23	11	(6)	28	(5)	-17.9%
Traffic Tickets Written	1	0	2	0	(3)	3	(1)	-33.3%
Parking Tickets Written	548	(72)	1,168	459	(200)	1,118	50	4.5%
Administrative Dismissals	40	(16)	96	56	(36)	148	(52)	-35.1%



Business and Government Activity Report For the month ending: February 28th

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	\$6,799	(\$209,735)	\$223,333	\$210,383	\$85,704	\$335,062	(\$111,728)	-33.3%
# Permits Issued	11	(1)	23	18	5	31	(8)	-25.8%
Valuation of Mtn Village Remodel/New/Additions Permits	\$2,371,970	(\$5,088,852)	\$9,832,792	\$41,398,956	\$38,165,015	\$44,632,897	(\$34,800,105)	-78.0%
Valuation Mtn Village Electric/Plumbing/Other Permits	\$75,000	(\$5,000)	\$155,000	\$62,500	\$21,424	\$103,576	\$51,424	49.6%
# Inspections Completed	254	(37)	545	157	(23)	337	208	61.7%
# Design Review/Zoning Agenda Items	9	(3)	21	22	12	32	(11)	-34.4%
# Staff Review Approvals	32	0	64	20	(21)	61	3	4.9%
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	10	(8)	28	13	(5)	31	(3)	-9.7%
# Repairs Completed	24	(23)	71	22	(2)	46	25	54.3%
Special Projects	1	(3)	5	4	0	8	(3)	-37.5%
# 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	38	(1061)	1,137	25	(1076)	1,126	11	1.0%
# Privately Licensed Rentals	2	(88)	92	2	(82)	86	6	7.0%
# Property Management Licensed Rentals	1	(523)	525	5	(525)	535	(10)	-1.9%
# Unique Property Advertisements Listings for MV	616	0		622	(61)		(6)	-1.0%
% of Paperless Billing Customers	61.96%	0.17%		65.23%	8.33%		-3.3%	-5.0%
# of TMV AR Bills Processed	1,120	(3)	2,243	2,298	1175	3,421	(1178)	-34.4%
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	10	2	18	na	NA	na	NA	NA
Leads Turned Down/Lost	2	0	4	na	NA	na	NA	NA
Contracts Requested	3	1	5	na	NA	na	NA	NA
Contracts Executed	1	0	2	na	NA	na	NA	NA
Actual Revenues	\$224,586	\$202,755	\$246,418	na	NA	na	NA	NA
Contracted Base Revenues	\$164,902	\$145,662	\$184,142	na	NA	na	NA	NA
Revenues Above Contracted	\$59,684	\$57,093	\$62,276	na	NA	na	NA	NA

TCC Contracted Activity	2025	2026	2027
Number of Contracted Events	13	5	1
Contracted Base Revenue	\$ 289,053	\$ 160,924	\$ 49,245
Budgeted Revenue	\$ 500,000	na	na
% of Budget Revenue Contracted	58%	na	na
Number of Tentative Events *	9	7	1
Tentative Base Revenue	\$ 130,802	\$ 207,338	\$ 16,710

*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		
Current	\$76,030	47.9%	343,157	92.9%	\$10,159	64.4%	
30+ Days	8,536	5.4%	18,299	5.0%	2,511	15.9%	
60+ Days	3,505	2.2%	4,629	1.3%	1,254	8.0%	
90+ Days	7,157	4.5%	1,858	0.5%	1,839	11.7%	
over 120 days	63,388	40.0%	1,277	0.3%	-	0.0%	
Total	\$ 158,616	100.0%	\$ 369,220	100.0%	\$ 15,763	100.0%	
	Construction Parking		Total All AR		Change Since Last Month - Increase (Decrease) in AR		
Current	\$4,694	90.9%	\$ 434,040	79.1%	\$ (460,828)	82.5%	
30+ Days	457	8.8%	29,803	5.4%	(74,294)	13.3%	
60+ Days	13	0.3%	9,401	1.7%	(920)	0.2%	
90+ Days	-	0.0%	10,854	2.0%	(20,324)	3.6%	
over 120 days	-	0.0%	64,665	11.8%	(1,906)	0.3%	
Total	\$5,164	100.0%	\$ 548,763	100.0%	\$ (558,272)	100.0%	
							Population (estimated) 1,434
							(Active) Registered Voters 695
							Assessed Property Valuation 438,821,785



MEMORANDUM

Title: Approval of an IGA for Regional Support of a Regional Youth Hangout
To: Mayor and Council
Meeting Date: March 20, 2025
Submitted By: Dawn Katz, Tri-County Health Network, Communities That Care Manager
 Zoe Dohnal, Town of Telluride, Town Manager

Attachments: Exhibit A: Initial Renderings of Youth Hangout Design (not updated for ADA)
 Exhibit B: DRAFT Intergovernmental Agreement for 2025 Capital & Operating Commitments to the Youth Hangout
 Exhibit A: Youth Hangout Capital Estimates
 Exhibit B: TCHN/CTC Proposed Operational Budget 2025-2030
 Exhibit C: DRAFT Youth Hangout Program Calander (April-Dec. 2025)
 Exhibit C: YouthScan Workshop overview and programming
 Exhibit D: Trio Article Advocating for a Safe Space for their Peers
 Exhibit E: Letters of Support from Youth

Introduction:

Communities That Care (CTC), a non-profit under Tri-County Health Network (TCHN), is dedicated to fostering a safe, inclusive, and substance-free environment for Telluride’s youth. The CTC Club unites diverse voices to advocate for youth-centered initiatives, including creating safe, accessible community spaces.

The 2023 Healthy Kids Colorado Survey Results continue to reveal troubling trends in the Telluride region, with higher-than-average bullying rates—particularly among high school students, females, and LGBTQ+ youth. Additionally, mental health challenges, including suicidal ideation, have increased since 2017, especially among Hispanic/Latinx middle school students. Local substance use rates for binge drinking, marijuana, and tobacco also significantly exceed state averages.

These findings underscore the urgent need for a dedicated youth hangout space to foster positive engagement, enhance protective factors, and address critical risk factors for Telluride’s youth.

Background:

Our region has a long history of providing youth hangout spaces, but past efforts have been short-lived due to budget constraints and facility closures:

- **Pre-1994:** Spaces like the Quonset Hut, The Underground, and Next Generation served as informal youth hubs.
- **1994:** Youth Link was established, followed by a skatepark in 2001.
- **2011:** The recession forced the closure of these spaces, leaving a void.
- **2017:** CTC and local youth began advocating for a permanent youth space.
- **2019-2020:** A temporary space at Telluride Ski and Snowboard Club (TSSC) was created but closed due to COVID-19.
- **2020:** The Town of Telluride considered incorporating a youth hangout in the Town Park Warming Hut project, but cost overruns (\$1.35 million above estimates) made it infeasible.

Through the advocacy of CTC and the recognition of the longstanding demand for a dedicated space, the Town of Telluride reconsidered The Shed in 2023—a 700-square-foot space within the Voodoo development project—as an ideal location for a youth hangout. Originally intended for a commercial lease to offset the Town’s debt service, this space offers a maximum occupancy of 34 and is situated in a location where local youth have historically gathered. Its central accessibility by bike, foot, and car further reinforces its suitability as a welcoming and inclusive space for young people.

Project Development & Initial Funding:

To develop a regional youth hangout, in December of 2023, CTC and the Town of Telluride engaged regional partners, the Town of Mountain Village and San Miguel County, to establish a long-term vision for a youth hangout that serves a broad range of kids from all jurisdictions and a cost-sharing model.

Initial Commitments (2023):

The Town of Telluride, Town of Mountain Village, and San Miguel County each committed an initial \$22,000 to demonstrate a collective investment in a youth-centered facility.

In early 2024, local CTC youth club members and high school students played an active role in shaping the design of The Youth Hangout, ensuring it is a space created by and for youth. With guidance from CCY architects from 8+ input meetings, their input informed the initial tenant improvement estimates, laying the foundation for a functional and welcoming environment, as shown in **Exhibit A**. Alongside these design considerations, CTC’s projected annual operating costs spurred broader discussions on securing the necessary additional funding to support the project’s long-term success.

Updated Funding & Approvals

Recognizing additional funding was needed, discussions in mid-2024 led to further commitments from all three entities:

- **Capital Contributions:** Based on initial tenant improvement cost estimates, each entity committed an additional **\$39,666** (on top of the **2023 commitments**) toward the initial capital estimate of approximately **\$185,000** with the understanding that this commitment remained subject to adjustment based on final construction bids and contract negotiations.
- **Operational Contributions:** The initial annual operating cost for CTC, excluding rent, was \$82,328.20, with a 2024 prorated share of **\$18,582.10** (**\$6,194** per entity) based on a late fall opening.

Approval Timeline:

- **Town of Mountain Village:** Discussed June 20 & July 18, approval August 15, 2024.
- **San Miguel County:** Initial funding was approved on December 6, 2023, with additional funding approved on June 26, 2024.

Next Steps & Construction Readiness

With the initial regional contributions aligned, CTC and the Town of Telluride have collaborated with architects and contractors to refine cost estimates and finalize construction documents. Following a competitive bidding process, **Shaw Construction**, the lead contractor for the Voodoo Project, has been selected to oversee tenant improvements, leveraging economies of scale for cost efficiency.

Since construction did not commence in 2024, previous 2023 & 2024 funding commitments have been rolled into 2025. Construction is set to begin immediately, with completion anticipated by late April. Updated budget estimates are provided in **Exhibit B.A.**

Analysis/Financial Analysis:

Town of Telluride's Investment in The Youth Hangout

The Town of Telluride has made a significant financial commitment to the development of The Youth Hangout, contributing both land and funding, totaling approximately **\$520,000.00**. This amount covers pre-construction, construction, and financing expenses. To help reduce outstanding debt to \$335,000.00, the Town provided a **\$185,000.00** capital fund subsidy.

Additionally, the Town has invested:

- **\$92,500.00** toward design costs **for** tenant improvements (TI).
- **\$64,986.24** for white box construction.
- **Waived rent** for CTC and assumed an annual debt service of **\$22,211.00**.

Capital Costs

Following a necessary redesign to ensure ADA compliance, the tenant improvement costs have been finalized at **\$251,157.58**—an increase of **\$66,159.58** over initial estimates.

Operational Costs

The annual operating budget for CTC to manage The Youth Hangout, excluding rent, has been revised to **\$87,521.70** up from the initial estimate of **\$82,328.20**. This increase of **\$5,500.00** accounts for potential staffing needs if the Youth Advisory Board identifies a demand for expanded programming, such as late-night, weekend, or full-day summer hours. **Exhibit B.B** provides a detailed breakdown of this budget and a five-year forecast of revenue and expenses, adjusted with a **6%** annual multiplier, underscoring the need for additional subsidies to ensure long-term sustainability and success.

With confirmed 2025 grant funding the actual financial commitment for 2025 has been adjusted to **\$74,313.02**. This revision reflects the shift from the 2024 budget, which initially covered only three months of operation, to the 2025 budget, which now accommodates nine months due to the adjusted spring 2025 opening date.

Potential Grant Support

To help offset operational expenses, CTC has applied for the Attorney General’s Youth Mental Health and Wellbeing Challenge grant, which would provide **\$31,000.00** annually for three years if awarded. This funding could significantly reduce the overall financial burden and is expected to be determined by May 2025.

Finalized Budget Summary for 2025

Table 1: Capital Contributions (Rolled Over & Additional)

Entity	2023 (Rolled into 2025)	2024 (Rolled into 2025)	2025 (Additional)	Total (2025 Expenditures)
Town of Telluride	\$22,000.00	\$39,666.00	\$22,053.19	\$83,719.19
Town of Mountain Village	\$22,000.00	\$39,666.00	\$22,053.19	\$83,719.19
San Miguel County	\$22,000.00	\$39,666.00	\$22,053.19	\$83,719.19
TOTAL	\$66,000.00	\$118,998.00	\$66,159.57	\$251,157.58

Table 2: Operational Contributions for 2025 (Rolled Over & Additional)

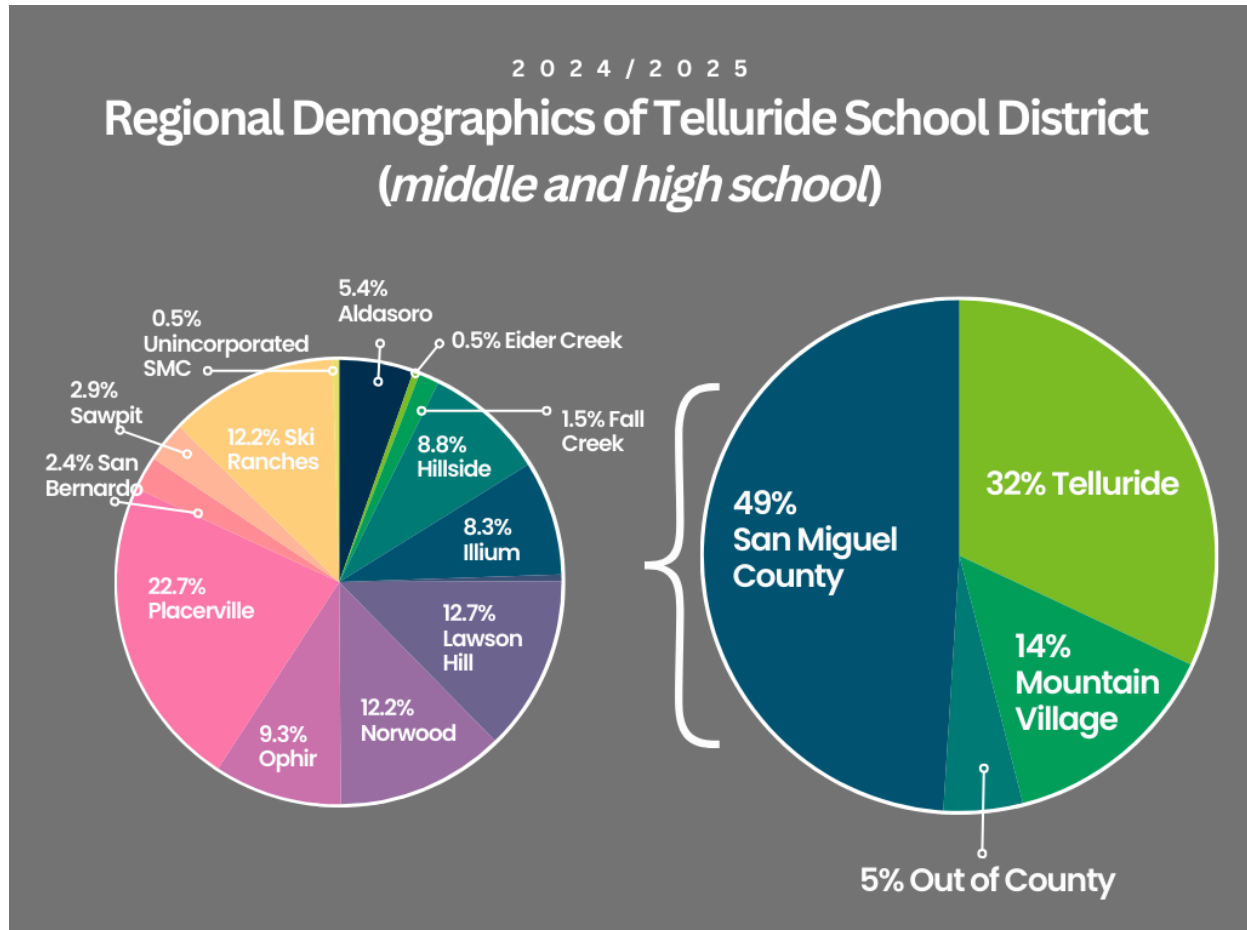
Entity	2023 (Rolled into 2025)	2024 (Rolled into 2025)	2025 (Additional)	Total (2025 Expenditures)
Town of Telluride	-	\$6,194.00	\$18,517.01	\$24,711.01
Town of Mountain Village	-	\$6,194.00	\$18,517.01	\$24,711.01
San Miguel County	-	\$6,194.00	\$18,517.01	\$24,711.01
TOTAL	-	\$18,582.00	\$56,790.00	\$74,313.01

Table 3: Projected 5-year CTC Youth Hangout Required Subsidy - with and without potential grant income

Projected Annual Subsidy Needed for CTC Operations	2025 budgeted	2026 forecasted	2027 forecasted	2028 forecasted	2029 forecasted	2030 forecasted
With Potential Grant Income	\$44,372.00	\$55,824.00	\$61,562.01	?	?	?
Without Potential Grant Income	\$74,313.02	\$86,824.00	\$92,562.01	\$98,757.99	\$105,336.00	\$112,287.99
<i>Waived Rent (debt service – additional subsidy TOT)</i>	\$22,211.00	\$22,163.00	\$22,116.00	\$22,068.00	\$22,020.00	\$21,972.00

Programming Overview

Based on **Figure 1**, the Telluride School District serves approximately **420** middle and high school students for the 2024-2025 school year, representing a diverse regional demographic.



The Youth Hangout will serve as an inclusive and welcoming space, developed in collaboration with 10+ youth-serving nonprofit organizations, ensuring a variety of programming tailored to different interests and needs.

During the school year, The Youth Hangout will host youth clubs and organizations in after-school programs while also providing opportunities for daytime use for additional activities, including:

- Trainings & workshops
- Coalition meetings & work groups
- Tutoring & mentorship programs
- Mental health therapy sessions
- Expanded Youth Engagement

Following an initial program meeting with youth-serving nonprofits, attendance at events and activities typically ranges from **5 to 34** participants per gathering. Many of these organizations have a dedicated youth base, and over the past year, participation has steadily increased, reinforcing the effectiveness of recruitment and engagement efforts.

The Youth Hangout's programming will continue to evolve based on youth input and community

needs. A more structured 2025 programming calendar is in development, with details available in **Exhibit B.C**.

Intergovernmental Agreement

The DRAFT Intergovernmental Agreement (IGA), as seen in **Exhibit B**, establishes a one-year funding and oversight framework for The Youth Hangout. The agreement formalizes financial commitments from the Town of Telluride, the Town of Mountain Village, and San Miguel County in partnership with Tri-County Health Network (TCHN) and Communities That Care (CTC). Key components outlined below.

Fiscal Agents

- **Tenant Finish (capital):** Town of Telluride
- **Operating:** TCHN and CTC

Oversight & Management

- **Facility Oversight:** The Town of Telluride will oversee maintenance and serve as the point of contact for facility-related matters.
- **Programming & Operations:** CTC will manage day-to-day operations, including budget oversight, programming development, youth engagement, and data collection on participation.
- **Financial Review:** Each entity will receive biannual updates from CTC on spending and programming, ensuring fiscal responsibility and data-driven decision-making.

Service Expectations

- **Access & Inclusivity:** Open to all middle and high school aged students within the **Telluride R-1 School District**, regardless of school enrollment type.
- **Programming Commitments:** Year-round programming developed with over 10 youth-serving nonprofits to ensure diverse opportunities.
- **Operational Use:** The facility will serve as a hub for **summer activities, after-school programs, and other youth engagement initiatives**, including:
 - Workshops & trainings
 - Coalition meetings
 - Tutoring & mentorship programs
 - Mental health therapy sessions
 - Expanded youth engagement projects
- **Participation & Growth:** The Youth Hangout aims to **maintain and grow engagement**, with activities currently drawing **up to 34 youth participants per event**. Partner organizations will support outreach to sustain participation.
- **Future Program Development:** Programming will **adapt based on youth input and evolving community needs**. A draft **2025 Programming Calendar** will guide structured activities for the year.

One-Year Agreement & Future Considerations

- The IGA is structured as a one-year contract to allow for data collection on youth participation and engagement.
- This data will inform future funding allocations and long-term operational strategies.
- Adjustments to financial commitments and program scope will be discussed based on the first year of operation and its outcomes.

Next Steps

- Approval of the IGA and financial commitments by each jurisdiction.
- Coordination with CTC to finalize programming and track grant funding opportunities to reduce future financial burdens.
- Implementation of data collection and reporting mechanisms to evaluate The Youth Hangout's impact on the community's youth.

This agreement represents a collaborative regional effort to establish The Youth Hangout as a sustainable youth space while ensuring fiscal responsibility and long-term viability.

Conclusion

The Youth Hangout represents a collaborative regional initiative to address the growing need for a safe, inclusive, and substance-free space for youth in our region. Through the combined efforts of the Town of Telluride, Town of Mountain Village, San Miguel County, and CTC, this project will provide critical programming and services tailored to local youth. The one-year Intergovernmental Agreement (IGA) ensures financial accountability, data-driven oversight, and strategic long-term planning to assess impact and guide future funding allocations.

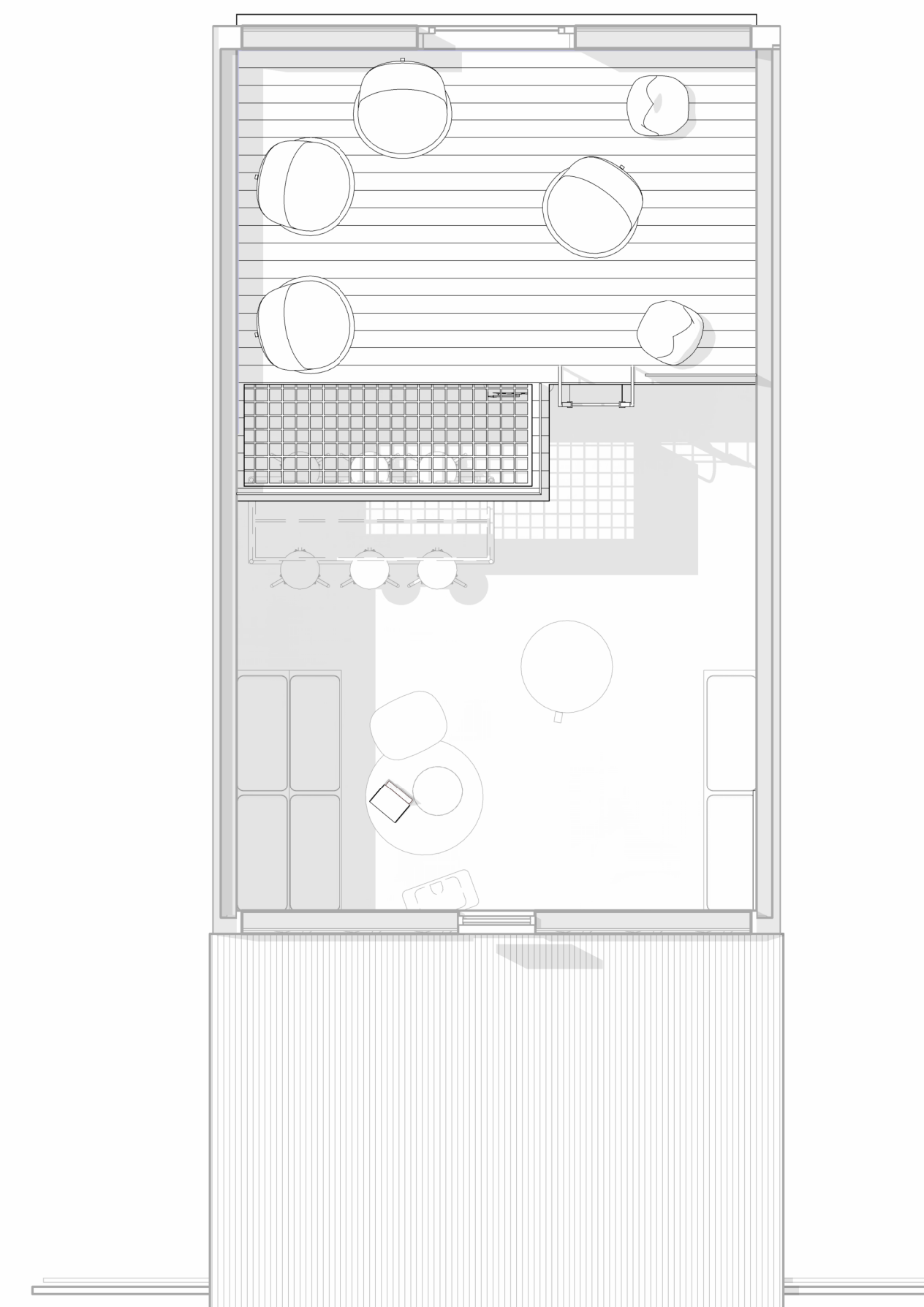
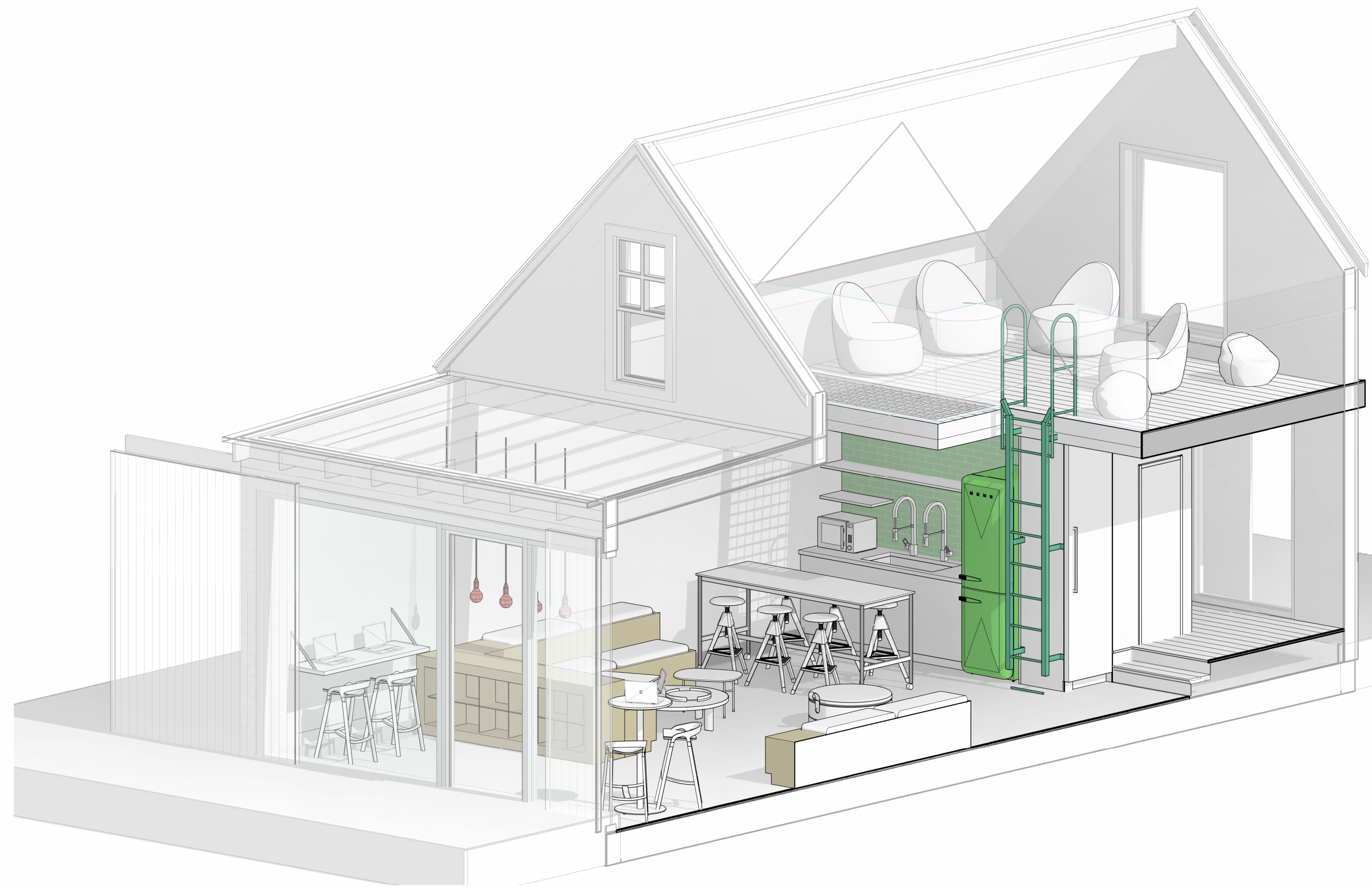
The Town of Telluride has already made a significant financial commitment by contributing the land, funding pre-construction and white box finish, and waiving rent for operations. This investment, along with the cost-sharing commitments from regional partners, ensures the successful launch of The Youth Hangout while maintaining responsible fiscal management.

Recommendation

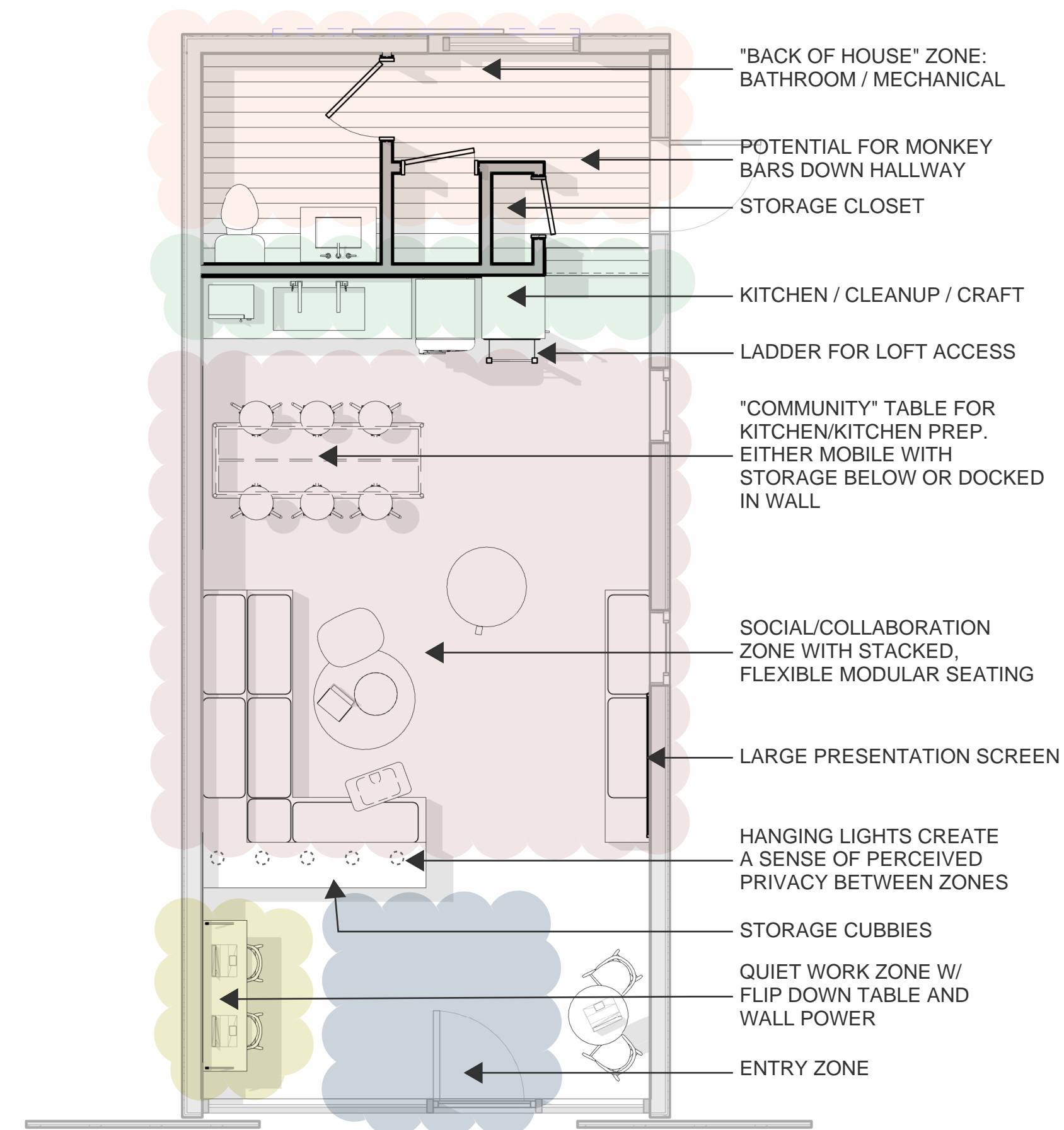
Approve the Intergovernmental Agreement (IGA) and associated funding commitments to support the establishment of The Youth Hangout as a regional youth hub.

This approval will allow construction to proceed, programming to be finalized, and a structured evaluation process to be implemented, ensuring that The Youth Hangout meets community needs while informing future funding decisions.

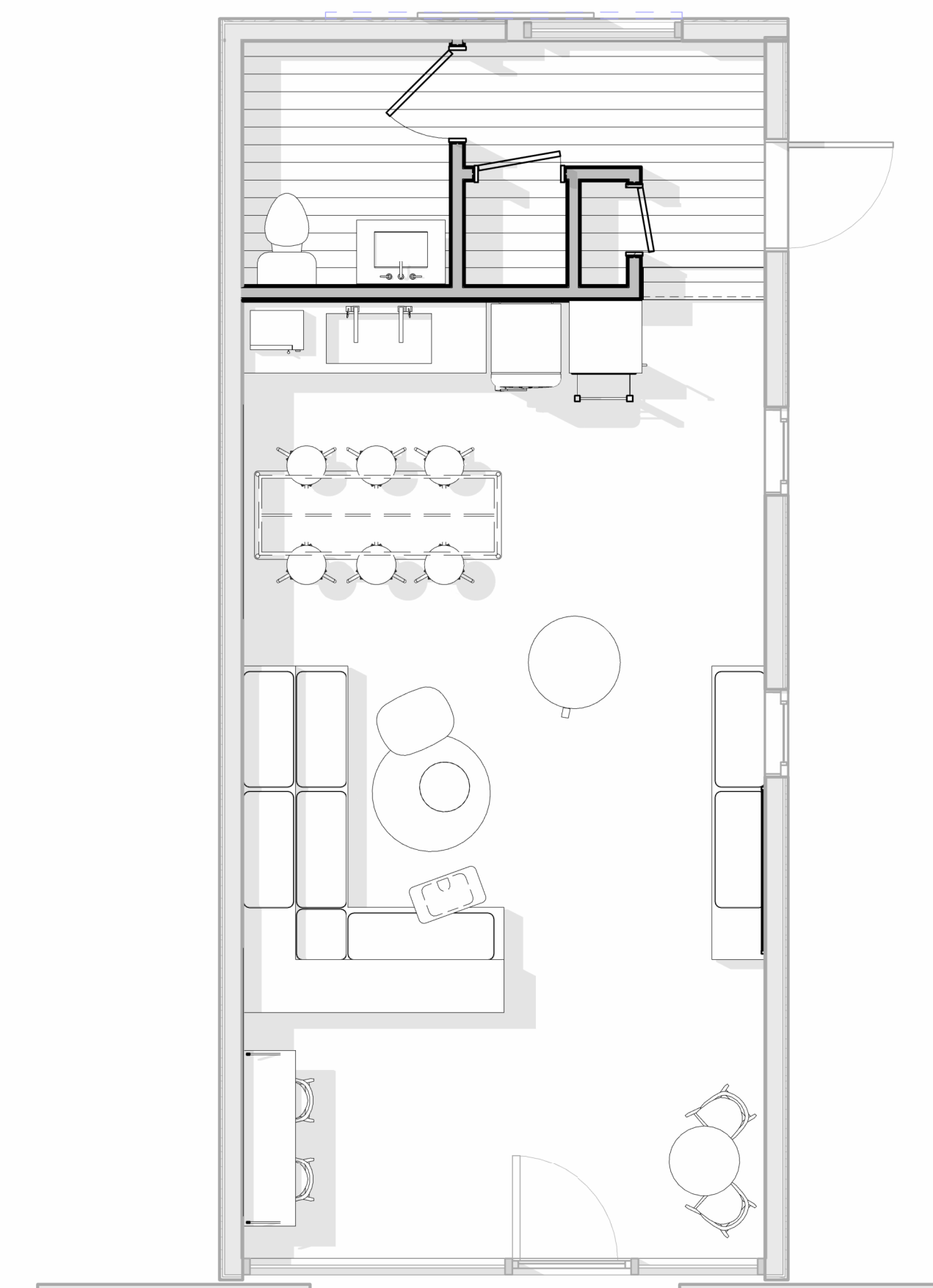
EXHIBIT A: Initial Renderings of Youth Hangout Design (not updated for ADA)



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



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



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

DATE:
03| 29| 2024

ISSUE:
-

PROJECT NUMBER:
23120

DRAWN BY: -- CHECKED BY: --

HISTORY:

REV. #	DATE	DESCRIPTION

SPACE PLAN + 3D VIEW

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

AP-100

















**EXHIBIT B: DRAFT Intergovernmental
Agreement for 2025 Capital & Operating
Commitments to “The Youth Hangout”
Youth Hangout**

**INTERGOVERNMENTAL AGREEMENT
YOUTH HANGOUT REGIONAL YOUTH HANGOUT**

This Intergovernmental Agreement (“IGA”) is made effective as of January 1, 2025 (the “Effective Date”), by and among the Tri County Health Network / Communities That Care (TCHN/CTC), Town of Mountain Village, Colorado (“TMV”); the Town of Telluride, Colorado (“Telluride”); and San Miguel County, Colorado (the “County”) (each a “Party” and, collectively, the “Parties”) to set forth the terms of their cooperative funding of the regional Youth Hangout (“Youth Hangout”) beginning in calendar year 2025. TCHN/CTC, TMV, Telluride, and the County may be referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

A. WHEREAS, county and municipal governments are authorized to make the most efficient and effective use of their governmental powers, responsibilities, and monies by cooperating and contracting with other governments pursuant to, *inter alia*, C.R.S. §§ 29-1-201, *et seq.*, and Article XIV, Section 18 of the Colorado Constitution.

B. WHEREAS, Telluride, Communities that Care (“CTC”), and TriCounty Health Network (“TCHN”) have been developing a year-round Youth Hangout space in Telluride Youth Hangout that will be open to and serve all students in the R1 School District.

C. WHEREAS, because The Youth Hangout will benefit youth from TMV, Telluride, unincorporated areas of the County, and Rico and promote community development, the Parties desire to share in the costs needed to support the buildout, operation of, and programming for The Youth Hangout as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of the Parties and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing recitals are incorporated herein as if fully set forth.

2. Initial Term, Renewals, and Extensions. The initial Term of this IGA shall be for one year, commencing on the Effective Date and ending January 1, 2026 (the “Initial Term”). This IGA shall automatically renew for subsequent one-year terms on each anniversary of the Effective Date (each a “Renewal Term”) unless a Party elects not to renew and provides notice of nonrenewal at least sixty days before the renewal date; provided, however, that if only one Party elects not to renew, this IGA will remain in effect with respect to the remaining Parties. The Initial Term and all Renewal Terms shall be referred to herein as the “Term.”

3. Financial Contributions.

A. Capital Costs. Renovations and improvements to The Youth Hangout building (the “Capital Improvements”) were necessary to make it usable for its intended purpose.

The cost of the Capital Improvements totals \$251,157.58 as detailed in **Exhibit A**. TMV, Telluride, and San Miguel County agree to split such Capital Improvements costs evenly three ways, with each party contributing \$83,719.19. TMV and the County will pay their share of the Capital Improvements costs to Telluride within 14 days of the Effective Date.

B. Operational Expenses. CTC will be responsible for providing operation and programming services for The Youth Hangout. CTC estimates annual operating and programming costs (“Operating Costs”) to be \$74,313 in 2025, as detailed in **Exhibit B**. The Parties agree to split The Youth Hangout’s Operating Costs equally among them during the Term. Each Party’s share of the Operating Costs will be paid as follows:

1. **Initial Term Operating Costs**. Each Party will pay its share of the 2025 Operating Costs (\$24,711.01) to CTC within 30 days of the Opening Date. "Opening Date" refers to the specific date when a facility, space, or service covered by the contract is officially made available for use or operation. It establishes the starting point for any associated obligations, programming, or services outlined in the agreement, except that if the Opening Date does not occur by April 30, 2025 each Party agrees to bear its pro-rata costs for the time between May 1, 2025 and the Opening Date for the line item denoted as “CTC Youth Coordinator” in the attached Exhibit B. In the event that CTC secures grant funding to cover all or a portion of its Operating Costs during the Initial Term, each Party will receive a credit equal to one third of the grant funds received that will be applied toward its share of the Operating Expenses owed for the first Renewal Term. Additionally, any unspent Operating Funds remaining at the end of the Initial Term shall be carried forward and applied toward the Operating Expenses for the first Renewal Term. No such credit or refund will be owed to a party if the Party elects not to renew this IGA.
2. **Renewal Term Operating Costs**. Within 30 days of commencement of each Renewal Term, each Party will pay to CTC its one-third share of the Operating Costs approved by the Parties for the applicable Renewal Term. In the event CTC secures grant funding to cover all or a portion of its Operating Costs during a Renewal Term, each Party will receive a credit equal to one third of the grant funds received that will be applied toward its share of the Operating Costs owed for the next Renewal Term. No such credit or refund will be owed to a Party if the Party elects not to renew this IGA.

C. Maximum TMV Contributions; Reimbursement. Notwithstanding anything herein to the contrary, TMV’s total financial contributions to The Youth Hangout shall not exceed \$275,000 over a period of five years. Additionally, in the event The Youth Hangout ceases to operate as a youth center within five years of the Effective Date, TMV shall be reimbursed for a percentage of its capital contributions hereunder in accordance with the following schedule, which reimbursement shall be paid by Telluride:

1. Within 1 year of Effective Date: 100% reimbursement
2. Within 2 years of Effective Date: 80% reimbursement
3. Within 3 years of Effective Date: 60% reimbursement
4. Within 4 years of Effective Date: 40% reimbursement
5. Within 5 years of Effective Date: 20% reimbursement

However, failure on the part of TMV to pay for its pro-rata amount of the Capital Improvements or the Initial Term Operating Costs or Renewal Term Operating Costs during the first five (5) years of this IGA shall invalidate the TMV reimbursement provisions of this Section 3C.

- D. County Operating Expenses. Notwithstanding anything herein to the contrary, the County shall determine its contribution to future operating expenses based on the percentage of usage of The Youth Hangout by individuals from unincorporated portions of the County and Town of Telluride and Mountain Village resident usage. Additionally, Telluride's rent subsidy and the shared operational subsidy shall be factored into the calculation to ensure a comprehensive and equitable cost-sharing arrangement among the Parties.

4. Operations

- A. Oversight of The Youth Hangout Facility and Maintenance. Telluride shall be responsible for supervising and overseeing the facility and maintenance for The Youth Hangout Youth Hangout. Telluride's role shall include, the following:
1. Serving as the primary point of contact for all maintenance, facilities issues, and general oversight;
 2. Leading any design review and permitting requirements for any associated signage for the Youth Hangout.
- B. Oversight of The Youth Hangout Operations. CTC shall be responsible for supervising and overseeing the operations and programming of The Youth Hangout. CTC's role shall include, but is not limited to, the following:
1. Providing biannual presentations regarding The Youth Hangout at intergovernmental meetings of the parties;
 2. Overseeing The Youth Hangout budget and providing quarterly, biannual, and annual reports to the parties regarding the same to ensure fiscal responsibility;
 3. Presenting The Youth Hangout's budget to the parties no later than the first week of July of the Initial Term and each Renewal Term to allow the parties to review and approve The Youth Hangout's annual Operating Costs;
 4. Encouraging consistent communication with Telluride School District staff and students regarding The Youth Hangout programming;
 5. Soliciting student input for The Youth Hangout programming, including the creation of and guidance for a youth advisory board; and
 6. Consider and incorporate needs identified by Healthy Kids Colorado Survey results into The Youth Hangout's programming.

7. Collecting and analyzing data on usage and demographic trends for the youth hangout space to better tailor programs and meet the needs of the community's youth.
8. The Parties shall collaborate with third-party nonprofit organizations to optimize the use of available space and expand youth-focused programming that benefits the community. The facility shall be made available at no cost to youth-serving nonprofits that provide free programming. TCHN/CTC shall oversee and manage facility usage to ensure effective and equitable access among eligible organizations. **Communities That Care (CTC)** and the **Youth Advisory Board** may provide recommendations to the Parties regarding alternative facility uses and potential fee structures for programs outside the scope of free youth services.

C. Service Expectations. The Parties agree that CTC shall meet the following in regard to the Youth Hangout services:

1. **Access & Inclusivity.** The Youth Hangout shall be open and available to all youths aged 18 and under residing within the Telluride R-1 School District boundaries, regardless of school enrollment status (public, private, or home-schooled)
2. **Programming Commitments.** The Youth Hangout will provide an inclusive and welcoming space, developed in collaboration with over 10 youth-serving nonprofit organizations, ensuring diverse year-round programming that meets various interests and needs.
3. **Operational Use.** The Youth Hangout will serve as a hub for youth engagement through summer activities and after-school programs, as well as additional daytime activities, including:
 - a. Trainings & workshops
 - b. Coalition meetings & work groups
 - c. Tutoring & mentorship programs
 - d. Mental health therapy sessions
 - e. Expanded Youth Engagement initiatives
 - f. Participation & Engagement

The Youth Hangout is expected to maintain consistent participation levels, with events and activities typically drawing up to 34 youth participants. Partner organizations shall actively support engagement efforts, leveraging their dedicated youth base to sustain and increase attendance over time. The Youth Hangout will continue to implement outreach strategies that have demonstrated effectiveness in fostering steady participation growth.

4. **Future Program Development.** The Youth Hangout's programming shall evolve based on ongoing youth input and community needs. A structured 2025 programming calendar will be developed and implemented, with draft details outlined in **Exhibit C (DRAFT 2025**

Program Calander). Continuous assessment and adaptation of programming will ensure alignment with the interests and engagement levels of participating youth.

5. Appropriation. The Parties acknowledge and agree that any financial obligations provided for hereunder or requirements for future appropriations shall constitute only currently budgeted expenditures of the Parties. No provision of this IGA shall be construed or interpreted: i) to directly or indirectly obligate any Party to make any payment in any year in excess of amounts budgeted and appropriated for such year; ii) as creating a debt, multiple fiscal year direct or indirect debt, or other financial obligation whatsoever within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by any Party to or in aid of any person, company, or corporation under applicable Colorado law. The Parties acknowledge and agree that, notwithstanding any other provision or representation in this IGA, all payment obligations of each Party are expressly dependent and conditioned upon the continuing availability of funds beyond the term of each Party's current fiscal period ending upon the next succeeding December 31. Financial obligations of any Party payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of each Party and other applicable law. Upon the failure of a Party to appropriate such funds, this IGA shall be terminated as to such Party(ies).
6. No Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the Parties. Nothing contained in this IGA shall give or allow any claim or right of action whatsoever by any other third party.
7. Assignability. This IGA is not assignable by any Party hereto.
8. Modification. This IGA may be changed or modified only in writing by an agreement approved by the Parties.
9. Entire Agreement. This IGA constitutes the entire agreement between the Parties and all other promises and agreements regarding this IGA and the subject matter hereof, whether oral or written, are merged herein.
10. Severability. In the event that a court of competent jurisdiction enters a final judgment holding invalid any material provision of this IGA, such provision will be deemed unenforceable or, if possible, modified and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and, in either case, the remainder of this IGA shall be fully enforceable.
11. Notice. Any notice required or permitted under this IGA shall be in writing and shall be provided by electronic delivery to the e-mail addresses set forth below or by one of the following methods: (1) hand-delivery or (2) registered or certified mail, postage pre-paid,

to the mailing addresses set forth below. Each Party, by notice sent under this paragraph, may change the address to which future notices should be sent. Electronic delivery of notices shall be considered delivered on the day they are sent if sent before 5:00 p.m. MT or the following business day if sent after said time and provided that the sender does not receive a notice that the email was non-deliverable. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

TCHN: *Melanie Montoya Wasserman, Co-Executive Dir.*
238 E. Colorado, Suite 8
Telluride, CO 81435
Email: m.wasserman@tchnetwork.org

TMV: *Paul Wisor, Town Manager*
455 Mountain Village Blvd., Suite A
Mountain Village, CO 81435
Email: pwisor@mtnvillage.org

Telluride: *Zoe Dohnal, Town Manager*
113 W. Columbia
Telluride, CO 81435
Email: zdohnal@telluride-co.gov

County: *Mike Bordogna, County Manager*
P.O. Box 1170
Telluride, CO 81435
Email: mikeb@sanmiguelcountyco.gov

12. Government Immunity. The Parties are relying on and do not waive the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the Parties or any of their officers, agents, or employees.
13. Binding Rights and Obligations. The rights and obligations of the Parties under this IGA shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
14. No Waiver. The waiver by any Party to this IGA of any term or condition of this IGA must be in writing and shall not operate or be construed as a waiver of any subsequent breach by any Party.

15. Authority. Each person signing this IGA represents and warrants that said person is fully authorized to enter and execute this IGA and to bind the Party it represents to the terms and conditions hereof.

16. Counterparts; Electronic Signatures. This IGA may be executed in counterparts, each of which, upon execution of a counterpart by all Parties, shall be considered an original. The Parties consent to the use of electronic signatures hereon, which shall be binding.

SO AGREED as of the day and year first above written.

TCHN

Melanie Montoya Wasserman, Co-Executive Director, Advocacy and Inclusion

TMV

Paul Wisor, Town Manager

TELLURIDE:

Zoe Dohnal, Town Manager

COUNTY:

Mike Bordogna, County Manager

EXHIBIT A
YOUTH HANGOUT CAPITAL BUDGET

CAPITAL BUDGET		
Shed - Youth Hangout Project (40-53-876)		
	IGA Shared Cost	Additional TOT Committed Cost
Land, Development & Financing		\$705,000.00
Approx. project allocation (VooDoo)		\$520,000.00
Subsidy		\$185,000.00
Design		\$92,500.00
CCY		\$92,500.00
Construction	\$205,648.10	\$64,986.24
Shaw Whitebox Construction		\$46,828.40
Cost for Building Dept, HARC or Tenant Use Changes - not final (condenser unit location, bathroom layout, exterior lighting, drywall, etc.)	\$12,271.00	\$12,250.00
Whitebox Contingency - 10%	\$1,227.10	\$5,907.84
Shaw Tenant Finish	\$183,000.00	
Tenant Finish Contingency - 5%	\$9,150.00	\$0.00
Change Orders	\$0.00	\$0.00
Change Order #1	\$ -	\$ -
Change Order #2	\$ -	\$ -
Change Order #3	\$ -	\$ -
Change Order #4	\$ -	\$ -
Change Order #5	\$ -	\$ -
Owner Items	\$43,309.48	\$0.00
Slate Furniture Package	\$29,957.53	
Appliances	\$2,051.95	
SMPA Connect Fees	\$2,500.00	
Construction Docs - Happy Print	\$300.00	
Advertising: RFP & Final Payment x 2	\$1,000.00	
IT: Equipment & Installation	\$7,500.00	
Other:		
Allowances	\$2,200.00	\$0.00
Parking		
Trash	\$ 2,200.00	\$ -
Staging		
Total	\$251,157.58	\$862,486.24

EXHIBIT B

2025-2030

TCHN BUDGET AND PROJECTIONS FOR YOUTH HANGOUT OPERATIONS

The Shed Youth Hangout Yearly Expenses 2025

initiated and overseen the process of The Shed's reupholstering so that the historic structure is preserved while also allowing for the internal space to serve as a youth hangout. Tri County Health Network is proposing a partnership with the TOT, San Miguel County, and the Town of Mountain Village to provide year-round programming for youth at the Shed as an extension of the Communities That Care Program (CTC). **This budget page represents funds needed for operating The Shed from April to December 2025.**

Section 1: Organization Information

Organization Name	Tri County Health Network
Person Completing Form	Dawn Katz
Dates of Budget	April 1, 2025 - December 31, 2025

Section 2: Revenue

Source of Revenue	Description of Work Funded	Amount Funded
TCHN Grant Funding	TCHN will continue to search for additional revenue sources to fund this project, but does not currently have any funding streams for this part time position in 2025.	
Telluride Bluegrass Festival -2025		\$ 7,708.68
SBG Productions (Blues and Brews)		\$ 2,500.00
Just For Kids		\$ 3,000.00
AG Grant	Applied for operational support funds (\$31K)- will know more in May 2025	?
Town of Telluride	Facility Debt Service	\$ 22,211.00
Town of Telluride	1/3 of operations (this amount is based on no additional grant funding awarded)	\$ 24,771.01
San Miguel County	1/3 of operations (this amount is based on no additional grant funding awarded)	\$ 24,771.01
Town of Mountain Village	1/3 of operations (this amount is based on no additional grant funding awarded)	\$ 24,771.01
Total Revenue		\$ 109,732.70

Personnel/Staff Time and Effort

Position	Description of Work	Amount Charged to Contract
CTC Youth Coordinator	This expense supports the CTC Youth Coordinator's position which will be approximately half school and coalition based services (funded by TCHN). The other half of the coordinators wage for all programming and operations of The Shed funded by IG partners.	\$ 28,592.00
CTC Interns	CTC Interns are paid to help with programming and organization of fellow students. 1 intern at \$20/hr x 5 hours/week	\$ 3,900.00
Shed Staff	The part-time position at The Shed involves providing support and guidance to youth participants, fostering a positive and inclusive environment. The role also includes outreach to Spanish-speaking youth and their families, ensuring effective communication and engagement with the community.	\$ 9,315.00
Supervision and Reporting	Supervision for the CTC staff and oversight of The Shed programming.	\$ 4,576.00
Administrative Services	Finance, Human Resources, Operations	\$ 4,650.00
Marketing	The TCHN Marketing Team will promote all aspects of programming for The Shed through multi	\$ 2,513.00
Total Personnel		\$ 53,546.00

Supplies or Operating Expenses

Type of Supply/Operating Expense	Description of Expense	Amount Charged to Contract
Rent	Facility Debt Service - PAID BY TOWN OF TELLURIDE	\$ 22,211.00
Materials/supplies	This will include activity supplies and materials for programming activities.	\$ 4,500.00
Food/snacks	Light food will be provided for activities and on hand for kids who are hungry	\$ 3,750.00
Cleaning	A professional cleaning service will attend to the Shed 1x/wk at \$125/visit to thoroughly clean a	\$ 7,532.00
Utility costs *	This will include the cost of electricity, water/sewer/internet	\$ 5,468
Maintenance costs	Facility Maintenance	\$ 500
Insurance	Liability insurance to cover programming, staff, and program assets.	\$ 500.00
Subscriptions	Disney+\$180, PlayStation \$120, Anthem \$80, Humble Bumble \$150, Canva \$120, Spotify \$200	\$ 750.00
Total Supplies		\$ 45,211.00

Subcontracts

Subcontractor Name	Description of Work	Amount Charged to Contract
Translation/Interpretation Services	A qualified interpreter will provide interpretation for events when needed. The website theword	\$ 1,000.00
Total Subcontracts		\$ 1,000.00

Other Expenses

Expense	Description of Expense	Amount Charged to Contract
Indirect Expenses	10% Administrative Overhead (Rent for umbrella organization, Utilities, Technology, Payroll, et	\$ 9,975.70
Total Other		\$ 9,975.70

Total Income	\$ 109,732.70
Total Expenses	\$ 109,732.70
Total	\$ -

The Shed Youth Hangout Yearly Expenses 2026 - 2030 FORECASTED

This budget page represents forecasted funds needed for operating The Shed

Section 1: Organization Information

Organization Name	Tri County Health Network
Person Completing Form	Dawn Katz

Section 2: Revenue		2026 Forecasted Revenue	2027 Forecasted Revenue	2028 Forecasted Revenue	2029 Forecasted Revenue	2030 Forecasted Revenue
Source of Revenue	Description of Work Funded					
TCHN Grant Funding	TCHN will continue to search for additional revenue sources to fund this project, but does not currently have any funding streams for this part time position in 2026.					
Telluride Bluegrass Festival -2026	PROJECTED	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
SBG Productions (Blues and Brews)	PROJECTED	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Just For Kids	PROJECTED	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
AG Grant	PROJECTED	\$ 31,000.00	\$ 31,000.00	New funding?	?	?
Town of Telluride	Facility Debt Service	\$ 22,163.00	\$ 22,116.00	\$ 22,068.00	\$ 22,020.00	\$ 21,972.00
Town of Telluride	1/3 of operations (this amount is based on no additional grant funding awarded)	\$ 18,608.00	\$ 20,520.67	\$ 32,919.33	\$ 35,112.00	\$ 37,429.33
San Miguel County	1/3 of operations (this amount is based on no additional grant funding awarded)	\$ 18,608.00	\$ 20,520.67	\$ 32,919.33	\$ 35,112.00	\$ 37,429.33
Town of Mountain Village	1/3 of operations (this amount is based on no additional grant funding awarded)	\$ 18,608.00	\$ 20,520.67	\$ 32,919.33	\$ 35,112.00	\$ 37,429.33
Total Revenue		\$ 119,987.00	\$ 125,678.01	\$ 131,825.99	\$ 138,356.00	\$ 145,259.99

Personnel/Staff Time and Effort		2026 Forecasted Expenses	2027 Forecasted Expenses	2028 Forecasted Expenses	2029 Forecasted Expenses	2030 Forecasted Expenses
Position	Description of Work					
CTC Youth Coordinator	This expense supports the CTC Youth Coordinator's position which will be approximately half school and coalition based services (funded by TCHN). The other half of the coordinators wage for all programming and operations of The Shed funded by IG partners.	\$ 30,307.00	\$ 32,125.00	\$ 34,052.00	\$ 36,095.00	\$ 38,261.00
CTC Interns	CTC Interns are paid to help with programming and organization of fellow students. 1 intern at \$20/hr x 5 hours/week	\$ 4,134.00	\$ 4,382.00	\$ 4,645.00	\$ 4,924.00	\$ 5,219.00
Shed Staff	The part-time position at The Shed involves providing support and guidance to youth participants, fostering a positive and inclusive environment. The role also includes outreach to Spanish-speaking youth and their families, ensuring effective communication and engagement with the community.	\$ 9,874.00	\$ 10,466.00	\$ 11,094.00	\$ 11,759.00	\$ 12,465.00
Supervision and Reporting	Supervision for the CTC staff and oversight of The Shed programming.	\$ 4,851.00	\$ 5,142.00	\$ 5,450.00	\$ 5,777.00	\$ 6,124.00
Administrative Services	Finance, Human Resources, Operations	\$ 4,929.00	\$ 5,225.00	\$ 5,538.00	\$ 5,870.00	\$ 6,222.00
Marketing	The TCHN Marketing Team will promote all aspects of programming for The Shed through	\$ 2,664.00	\$ 2,823.00	\$ 2,992.00	\$ 3,172.00	\$ 3,362.00
Total Personnel		\$ 56,759.00	\$ 60,163.00	\$ 63,771.00	\$ 67,597.00	\$ 71,653.00

Supplies or Operating Expenses		2026 Forecasted Expenses	2027 Forecasted Expenses	2028 Forecasted Expenses	2029 Forecasted Expenses	2030 Forecasted Expenses
Type of Supply/Operating Expense	Description of Expense					
Rent	Facility Debt Service - PAID BY TOWN OF TELLURIDE	\$ 22,163.00	\$ 22,116.00	\$ 22,068.00	\$ 22,020.00	\$ 21,972.00
Materials/supplies	This will include activity supplies and materials for programming activities.	\$ 4,770.00	\$ 5,056.00	\$ 5,360.00	\$ 5,682.00	\$ 6,023.00
Food/snacks	Light food will be provided for activities and on hand for kids who are hungry	\$ 3,975.00	\$ 4,214.00	\$ 4,467.00	\$ 4,735.00	\$ 5,019.00
Cleaning	A professional cleaning service will attend to the Shed 1x/wk at \$125/visit to thoroughly clean	\$ 7,984.00	\$ 8,463.00	\$ 8,971.00	\$ 9,509.00	\$ 10,079.00
Utility costs *	This will include the cost of electricity, water/sewer/internet	\$ 8,971.00	\$ 9,450.00	\$ 10,074.00	\$ 10,747.00	\$ 11,443.00
Maintenance costs	Facility Maintenance	\$ 2,400.00	\$ 2,472.00	\$ 2,546.00	\$ 2,623.00	\$ 2,701.00
Insurance	Liability Insurance to cover programming, staff, and program assets.	\$ 530.00	\$ 562.00	\$ 596.00	\$ 632.00	\$ 670.00
Subscriptions	Disney+\$180, PlayStation \$120, Anthem \$80, Humble Bumble \$150, Canva \$120, Spotify \$	\$ 795.00	\$ 843.00	\$ 894.00	\$ 948.00	\$ 1,005.00
Total Supplies		\$ 51,588.00	\$ 53,176.00	\$ 54,976.00	\$ 56,896.00	\$ 58,912.00

Subcontracts		2026 Forecasted Expenses	2027 Forecasted Expenses	2028 Forecasted Expenses	2029 Forecasted Expenses	2030 Forecasted Expenses
Subcontractor Name	Description of Work					
Translation/Interpretation Services	A qualified interpreter will provide interpretation for events when needed. The website the	\$ 1,060.00	\$ 1,124.00	\$ 1,191.00	\$ 1,262.00	\$ 1,338.00
Total Subcontracts		\$ 1,060.00	\$ 1,124.00	\$ 1,191.00	\$ 1,262.00	\$ 1,338.00

Other Expenses		2026 Forecasted Expenses	2027 Forecasted Expenses	2028 Forecasted Expenses	2029 Forecasted Expenses	2030 Forecasted Expenses
Expense	Description of Expense					
Indirect Expenses	10% Administrative Overhead (Rent for umbrella organization, Utilities, Technology, Payroll)	\$ 10,580.00	\$ 11,215.00	\$ 11,888.00	\$ 12,601.00	\$ 13,357.00
Total Other		\$ 10,580.00	\$ 11,215.00	\$ 11,888.00	\$ 12,601.00	\$ 13,357.00

Total Income		\$ 119,987.00	\$ 125,678.01	\$ 131,825.99	\$ 138,356.00	\$ 145,259.99
Total Expenses		\$ 119,987.00	\$ 125,678.00	\$ 131,826.00	\$ 138,356.00	\$ 145,260.00
Total		\$ -	\$ 0.01	\$ (0.01)	\$ -	\$ (0.01)

EXHIBIT C
DRAFT 2025 PROGRAM CALENDAR

6 Month
YOUTH HANGOUT
DRAFT PROGRAM CALENDAR

April 2025

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	1	2	3	4	5	6
Spring Break 7	Spring Break 8	Spring Break 9	Spring Break 10	Spring Break 11	12	13
Spring Break 14	Spring Break 15	Spring Break 16	Spring Break 17	Spring Break 18	19	20
Grand Opening of The Shed!!! 21	Partner program 3-8 pm 22	CTC Program Hang 3-8pm 23	Partner program 3-8 pm 24	CTC Movie Night 3-10PM 25	26	27
CTC Program Hang 3-8pm 28	One to One Mentor Meeting 5-8pm 29	CTC Program Hang 3-8pm 30				

SHED HOURS

M-F 3:00PM – 8:00PM

Partners

True North
 One To One
 Dean's List
 SMRC
 Telluride GSA Club

Potential Partners

Telluride Academy
 Library Teen Center
Potential Daytime Operations
 Therapists, Coalition/Board meetings

May 2025

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
			1	2	3	4
CTC Program Name 3-8pm 5	Partner program 3-8 pm 6	CTC Program Name 3-8pm 7	Partner program 3-8 pm 8	Game Night 3-10PM 9	10	11
CTC Program Name 3-8pm 12	Partner program 3-8 pm 13	CTC Coalition Meeting 9-11 CTC Program Name 3-8pm 14	SMRC Peer to Peer focus group 3-8pm 15	Dean's List 3-10PM 16	17	18
CTC Program Name 3-8pm 19	Video Game night with the Marshals Department 5-8pm 20	CTC Program Name 3-8pm 21	Partner program 3-8 pm 22	SMRC Night 3-10PM 23	24	25
CTC Program Name 3-8pm 26	Partner program 3-8 pm 27	CTC Program Name 3-8pm 28	SMRC Board Meeting 9-12 Partner program 3-8 pm 29	True North Night 3-10PM 30	31	

SHED HOURS

M-F 3:00PM – 8:00PM

Partners

True North
One To One
Dean's List
SMRC
Telluride GSA

Potential Partners

Telluride Academy
Library Teen Center
Potential Daytime Operations
Therapists, Coalition/Board meetings

June 2025

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
FULL DAY PROGRAMMING AVAILABLE CTC Hang 5-9pm	Partner Program Week 3 CTC Hang 5-9pm	Partner Program Week 4 CTC Hang 5-9pm	Partner Program Week 5 CTC Hang 5-9pm	Partner Program Week 6 Dance Party – CTC 6-10pm	7	8
Dean's List Camp 8-5pm 9 CTC Hang 5-9pm	Dean's List Camp 8-5pm 10 CTC Hang 5-9pm	Dean's List Camp 8-5pm 11 CTC Hang 5-9pm	Dean's List Camp 8-5pm 12 CTC Hang 5-9pm	CTC Hang 5-10pm 13	14	15
Partner Program Week SMRC Workshop CTC Hang 5-9pm 16	Partner Program Week 17 CTC Hang 5-9pm	Tie Die Shirts CTC 18 CTC Hang 5-9pm	Partner Program Week 19 CTC Hang 5-9pm	Partner Program Week 20 CTC Hang 5-10pm	Bluegrass Hang 21 CTC 5-10pm	Bluegrass Hang 22 CTC 5-10pm
True North Camp 23 CTC Hang 5-9pm	True North Camp 24 CTC Hang 5-9pm	True North Camp 25 CTC Hang 5-9pm	True North Camp 26 CTC Hang 5-9pm	True North Camp 27 GSA Hang 5-10pm	28	29
Partner Program Week 30 CTC Hang 5-9pm	Baking with CTC 1 CTC Hang 5-9pm	Partner Program Week CTC Hang 5-9pm	Partner Program Week CTC Hang 5-9pm			

SHED SUMMER HOURS

M-F 3:00PM – 9:00PM

Partners

True North
 One To One
 Dean's List
 SMRC
 Telluride GSA Club

Potential Partners

Telluride Academy
 Library Teen Center

Potential Daytime Operations

Full Day Partner Programs Therapists,
 Coalition/Board meetings

July 2025

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
FULL DAY PROGRAMMING AVAILABLE CTC Hang 5-9pm	Partner Program Week 1 CTC Hang 5-9pm	Partner Program Week 2 CTC Hang 5-9pm	Partner Program Week 3 CTC Hang 5-9pm	Partner Program Week 4 Dance Party – CTC 6-10pm	5	6
Dean's List Camp 8-5pm 7 CTC Hang 5-9pm	Dean's List Camp 8-5pm 8 CTC Hang 5-9pm	Dean's List Camp 8-5pm 9 CTC Hang 5-9pm	Dean's List Camp 8-5pm 10 CTC Hang 5-9pm	CTC Hang 5-10pm 11	CRAFT AND HIKE DAY - CTC 12	13
Partner Program Week SMRC Workshop CTC Hang 5-9pm 14	Partner Program Week 15 CTC Hang 5-9pm	Tie Die Shirts CTC 16 CTC Hang 5-9pm	Partner Program Week 17 CTC Hang 5-9pm	Partner Program Week 18 CTC Hang 5-10pm	19	20
True North Camp 21 CTC Hang 5-9pm	True North Camp 22 CTC Hang 5-9pm	True North Camp 23 CTC Hang 5-9pm	True North Camp 24 CTC Hang 5-9pm	True North Camp 25 CTC Hang 5-10pm	26	27
Partner Program Week 28 CTC Hang 5-9pm	Baking with CTC 29 CTC Hang 5-9pm	Partner Program Week 30 CTC Hang 5-9pm	ALL DAY CTC 31 CTC Hang 5-9pm			

SHED SUMMER HOURS

M-F 3:00PM – 9:00PM

Partners

True North
 One To One
 Dean's List
 SMRC
 Telluride GSA Club

Potential Partners

Telluride Academy
 Library Teen Center
Potential Daytime Operations
 Full Day Partner Programs Therapists,
 Coalition/Board meetings

August 2025

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
FULL DAY PROGRAMMING AVAILABLE CTC Hang 5-9pm	Partner Program Week	Partner Program Week CTC Hang 5-9pm	Partner Program Week	Partner Program Week Dance Party – CTC 6-10pm		
Dean's List Camp 8-5pm CTC Hang 5-9pm	Dean's List Camp 8-5pm CTC Hang 5-9pm	Dean's List Camp 8-5pm CTC Hang 5-9pm	Dean's List Camp 8-5pm CTC Hang 5-9pm	CTC Hang 5-10pm		
Partner Program Week SMRC Workshop CTC Hang 5-9pm	Partner Program Week CTC Hang 5-9pm	Tie Die Shirts CTC CTC Hang 5-9pm	Partner Program Week CTC Hang 5-9pm	Partner Program Week CTC Hang 5-10pm		
True North Camp CTC Hang 5-9pm	FIRST DAY OF SCHOOL!	SMRC 3-8pm	CTC Hang 5-8pm	TRUE NORTH MOVIE NIGHT 5-10PM		
CTC Hang 5-8pm	Baking with CTC CTC Hang 5-8pm	Partner Program Hang 5-8pm	CTC Hang 5-8pm	Youth Yoga Night CTC 5-8pm		

SHED HOURS

M-F 3:00PM – 8 OR 9PM

Partners

True North
One To One
Dean's List
SMRC

Potential Partners

Telluride Academy
Library Teen Center

Potential Daytime Operations

Therapists, Coalition/Board meetings

September 2025

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1 CLOSED	2 CTC HANG 3-8PM	3 SMRC SUPPORT GROUP 3-8PM	4 CTC HANG 3-8PM	5 THS GSA CLUB 5-10PM	6	7
8 CTC Hang 3-8pm	9 Dean's List event 3-8pm	10 Game Night with the Marshals 3-5pm	11 CTC Hang 3-8pm	12 FAMILY GAME NIGHT One to One 5-9pm	13 Blues Hangout THS GSA Group	14 Making Music TSD
15 True North Homework 3-8pm	16 CTC HANG 3-8PM	17 SMRC SUPPORT GROUP 3-8PM	18 HOST SPEAKER EVENT ON UNDERAGE USE	19 CRAFT NIGHT WITH LIBRARY STAFF 5-10PM	20	21
22 TUTOR SUPPORT -TSD 3-8PM	23 CTC HANG 3-8PM	24 MENTOR MINGLE ONE TO ONE 5-8PM	25 DEI EVENT TCHN	26 SILENT DISCO 5-10PM	27	28
29 CTC HANG 3-8PM	30 SELF DEFENSE CLASS WITH MARSHALS 5-8PM	31				

SHED HOURS

M-F 3:00PM – 8:00PM

Partners

True North
One To One
Dean's List
SMRC

Potential Partners

Telluride Academy
Library Teen Center
Potential Daytime Operations
Therapists, Coalition/Board meetings

EXHIBIT C: YouthScan Workshop Overview

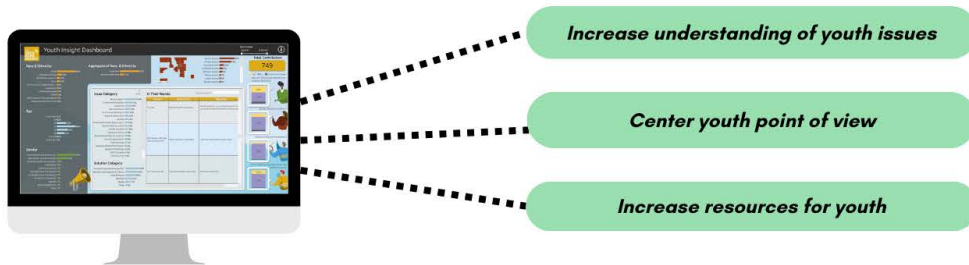
ABOUT THE YOUTHSCAN PROJECT

How Does it Work?

Through an interactive and trauma-informed workshop, participants aged 14 - 24 identify current and emerging needs in their own words. At the end of the workshop, participants log on to the digital YouthScan Project portal and they receive an anonymous username. The portal walks them through a process of describing the issues they want to share and ideas about strategies and resources that would help. They are prompted to select which filter categories on the dashboard they would like their ideas to show up under. For each issue they wrote in, they can choose up to 2 issue filters from the list, and any number of solution filters.

Participants can submit up to three issues to be included in the dashboard. Youth share their ideas about strategies for prevention, ways to support impacted youth, policies to create change, and new innovative solutions to build a better future. Submissions can be filtered by county, demographics, timepoint, issue category, solution category, and keyword search. Verbatim ideas from youth populate The YouthScan Project Dashboard.

The YouthScan Project completed a pilot between July 2022 and June 2023, engaging over 700 youth across Colorado.



What's the Impact?

This project simultaneously empowers youth to have real-world impact while allowing youth-serving sectors to learn from the youth they serve. The dashboard can be accessed by young people, youth-serving organizations, schools, advocacy groups, foundations, government, and policymakers to center youth voice in decision making and support youth-adult partnerships. Partners receive custom reports to inform resources and programs benefiting youth.

What are Youth Saying about The YouthScan Project?

"I loved the collaborative and youth-focused format of the workshop. The facilitators did an amazing job engaging the group and explaining the tasks at hand. I left the session feeling encouraged, motivated, and feeling like my voice is heard!"
-Youth Participant

"I loved the YouthScan Project I think it was a amazing way/idea to get involved as well as hear different perspectives and voices from others my age. It also helped me brainstorm ideas to improve our world in my future career."
-Youth Participant

ABOUT THE YOUTHSCAN PROJECT

Overview

The YouthScan Project is a new tool for youth in Colorado to share their ideas on the issues that impact their lives. Youth insight populates an interactive dashboard featuring verbatim input from young people and their ideas for solutions. This project simultaneously empowers youth to have real-world impact and youth-serving sectors to learn from youth they serve at scale. The YouthScan Project supports youth and adults to partner in order to direct resources to where they will have the greatest impact.



Where did The YouthScan Project come from?

YouthRoots launched The YouthScan Project in 2021 in response to the COVID-19 pandemic. Youth have experienced an unprecedented global event that disrupted development in critical arenas, including education, social skills and relationships, enrichment activities, and beyond. The context of the pandemic exacerbated existing concerns about youth well-being. Quantitative data sources about youth are critically important, and it can take 2 to 3 years for findings to be shared back with youth-serving organizations. In addition, these youth data sources often lack direct insight from youth about strategies and resources needed to address the issues they identify.

At YouthRoots, we know youth want to have an impact on the issues affecting their lives. And we know youth-serving sectors - from schools to nonprofits to state agencies - want to hear directly from youth that they serve. In this landscape, YouthRoots set out to create an innovative digital youth voice platform that could connect real-time insight from youth across Colorado with the organizations working on issues they care about.

Why Focus on Youth Voice?

The YouthScan Project is an innovation in the landscape of youth voice. It was designed to address the fact that the Journal of Community Psychology (2014) states: "Research suggests youth are aware of the issues in their community often 3 years ahead of adults, have important insights about how society should be different (Stoneman, 2010; London, Zimmerman, & Erbstein, 2003), and are often more creative and willing to take risks in tackling problems than adults (Libby, Rosen, & Sedonaen, 2005; Stoneman, 2010)".

The YouthScan Project empowers youth, centers their ideas for effective strategies and solutions, and provides organizations working on behalf of youth to access youth insight in real time.

At YouthRoots, we believe it is essential that we embrace innovation and commitment to listening to youth. So many young people are not able (or not asked) to participate in youth voice programs such as youth advisory councils and boards. The YouthScan Project empowers the thousands of youth whose voices are not being heard to share their point of view, deepen understanding, and help drive solutions.



Youth Insight Report

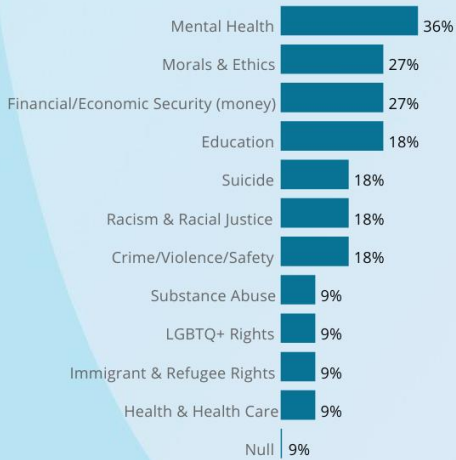
Telluride Communities that Care





Issue and Solution Categories Selected by Contributors

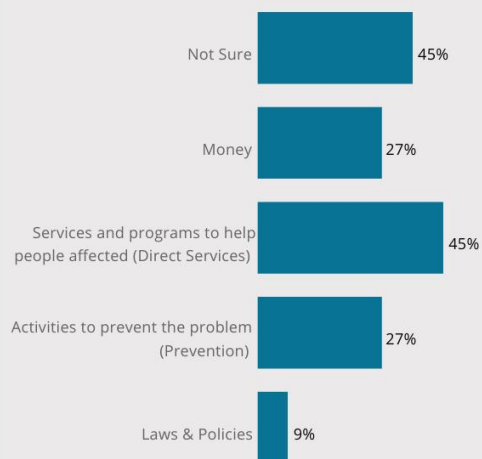
Issues



Total Contributors

11

Solutions



Participants submitted up to 3 issues to The YouthScan Project. They chose up to two search categories for each issue they wrote in. They could choose any solution category (one or more) that applied to their solution ideas. Please note percentages do not add up to 100% when aggregated.



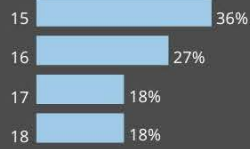
How Contributors Identify

Demographics

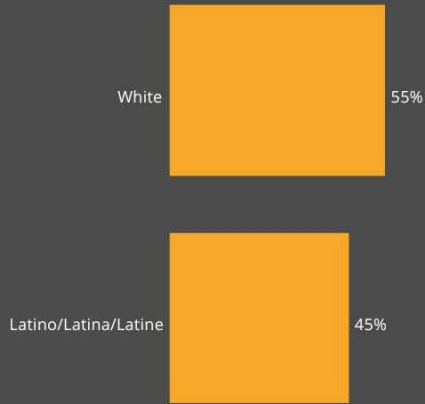
Total Contributors

11

Age



Race & Ethnicity

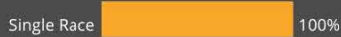


Gender



Participants may have selected more than one category under Gender and Race & Ethnicity, based on how they self-identify. Please note percentages may not ..

Aggregate of Race & Ethnicity



Yes No Prefer Not to Answer



Issues/Solutions/Reasons

Issues	Solution	Reasons	
Not enough places for youth to go	Open up new areas for youth, as well as new events so youth has an option to learn a new places or hobby	The youth should be able to explore and discover new places where they can learn new things	
People are stealing because they don't have enough money to live.	Educate the people that are under arrest and give them a financial support.	Because you can help a lot of people with that.	
Pressure (school or other)	Ease up on people. Nobody should be controlling anyone else.	This isn't a town wide issue. In fact I'd argue it affects a small proportion of this town. But pressure is an issue nonetheless. Whether it's parents or something else.	
Privacy concerns	Myob unless they're in danger	Some people here are nosy. I think it's important to help people when they are in need but if they are not in danger their business is just their business.	
Racism	More inclusive clubs for Latinos/Hispanics	It think growing up hispanic you feel lots of looks from people	
Rumors	I don't know	I don't know	
Social media	I don't know		
unrealistic social media ideals	making more post but to spread awareness of what is right and what is may seem right in todays world but isn't overall to create postive social norms maybe programs for ones who want to learn what insight	social media has created unethical ways of how to threat each other to be accepted or considered a norm	

Issues/Solutions/Reasons

Issues	Solution	Reasons	
Beauty Standards	I think not have such high standards on how someone should look	On social media there are tons of standards of how you should look like	
Domestic violence	I think solution could be resources for those out there experiencing domestic violence. Resources such as support groups, therapy after the fact, and education on if you may be experiencing domestic violence.	I think that it's a super important issue especially because we are in domestic violence awareness month, and I think there are lots of solutions being resources for people in those situations.	
Economic difference	I don't know	I don't know how	
I think that an issue is that people make fun of each other because of how much more money they have than the other	Equal payments between classes and "races"	This is an issue because it divides classes	
Immigration	For people to understand it's not bad for people not to be from here	People always judge for not being from this country you get looked at differently	
LGBT dating culture	To reverse the stigma against lgbt to make individuals more comfortable in identifying in it. Education, exposure, safe spaces, and general public acceptance can help with this.	Due to the stigma, many same sex relationships tend to be hook ups or toxic within my community. Since there is very little people who identify as lgbt in the community, many people date whoever they know is gay.	
No chill zones	It would be nice if organizations like ctc made spots where small groups can chill. 4 or 5 years ago ctc hosted parties once a week by lift 7. Plenty of people went and had a fun time, but everyone had to sign contracts promising that they would not ever do drugs or commit crimes or whatever. I see why they did this but it felt weird to sign these, especially as a 12 year old.	It can be hard to find a chill spot in this town. Me and my friends like to find a solitary place to chill where we can be ourselves. It is a small town that finds itself packed with tourists for most of the year and chill spots are hard to find.	
Not enough activities for youth	Ask youth what they enjoy and make an effort to make new clubs and events	All of the youth should be able to enjoy an activity that they are passionate about	

Issues/Solutions/Reasons


Issues	Solution	Reasons	
Wealth gap	The building of the Shed. It will be a space for people of all economic backgrounds to interact on a turf that does not focus on wealth.	In Telluride there is too big of a gap between the rich and poor kids and the difference is obvious especially in school. This is important because the poor kids can feel marginalized and like they aren't as important in the community.	

EXHIBIT D

Trio Article Advocating for a Safe Space for their Peers

The Trio

ADVOCATING FOR A SAFE PLACE FOR THEIR PEERS

WORDS Tanya Ishikawa | IMAGES Matt Kroll

TELLURIDE IS A BEAUTIFUL PLACE THAT ATTRACTS VISITORS YEAR-ROUND. BUT FOR LOCAL YOUTH, IT CAN FEEL A BIT SMALL AT TIMES, ESPECIALLY WHEN IT COMES TO FINDING FREE OR LOW-COST THINGS TO DO THAT INTEREST THEM.



Filling this gap has been the mission of Sophia Watkins, Rhys Chambers, and Margaux Lovely since the summer before their ninth-grade year at Telluride High School. Now, as the 12th graders turn their attention to choosing colleges and majors, they are excited to see their main goal — a new youth center — included in the designs and budget for the Telluride Town Park renovation.

"It's really exciting to be able to see that for the younger generation. That was the goal. We knew we were not going to be able to see it. We knew it wasn't going to be for us," said Lovely.

The seniors' journey to get the youth center approved by the town was supported by and inspired by Communities That Care (CTC), a community-wide coalition of adults and youth that aims to support local kids and reduce adolescent substance use within the Telluride School District. The coalition is organized by Tri-County Health Network and has benefited from the active leadership of all three young women over the years.

The teens founded CTC clubs at the middle and high schools. Then, they drove the effort to advocate for a youth center — acting as the voice of their peers and meeting with school, foundation, and government leaders about the youth center proposal.

"Especially in a town like this where everything is targeted so much at tourists, it's super important to remember and remind kids that they're important and their voices deserve to be heard," said Watkins.

She and her cohorts agree that high schoolers and middle schoolers are at a point in their lives when they are trying to figure out who

they are by experimenting — so the worst thing an adult can do is say, "Don't do this," or "This is bad, so stop." The best approach is to provide alternative choices, Watkins explained.

Data from Colorado's Healthy Kids Colorado Survey confirms that kids in Telluride are faced with some unique risk factors. First, opportunities for positive social activities are limited, and second, adults in the community have positive attitudes toward substance use.

Telluride's summer economy also relies on its party scene — festivals, a superabundance of bars, cannabis and liquor stores. "It's not a bad thing necessarily for the adults and the money, but for the youth population that can be sort of problematic. Not that it's not the case in other places, but it's really right up in your face here, and because of that, access to it is so much easier," Watkins explained.

"ESPECIALLY IN A TOWN LIKE THIS WHERE EVERYTHING IS TARGETED SO MUCH AT TOURISTS, IT'S SUPER IMPORTANT TO REMEMBER AND REMIND KIDS THAT THEY'RE IMPORTANT AND THEIR VOICES DESERVE TO BE HEARD."

— SOPHIA WATKINS

"It's really important to teach kids how to make those decisions. We're not trying to go into the high school and eliminate all substance abuse. That's not realistic at all. But we're hoping that the 20 to 30 kids struggling with that decision will choose another option before something bad happens. A youth center can help with that," Watkins added.

The three young ladies say their friends spend hours "squatting" in coffee shops and restaurants to do homework or hang out with friends, while their parents are working or out socializing. Another common scenario for the youth is hours spent roaming on foot or driving up and down Colorado Avenue from Clark's Market to the mine and back. Telluride doesn't have a bowling alley and the movie theater isn't open as often as theaters in bigger cities.

With a noticeable need to fill, the three young ladies have been persistent in their push for a space where local kids can gather and have fun. The new youth center, which was approved as the trio started their senior year, has been a long time coming. And while the young advocates will be graduating and most likely taking off within the next year, they are confident that the new CTC student leaders will guide the project to completion.

While the process has been a journey, it has taught every student involved how to advocate for what they want and need. "In order to get your point across, you need to be heard, you need to stand out, push, and maybe you'll make people mad along the way, but that's part of actually making a change," said Chambers.

When the youth center is finally built, the project's visionaries want high school upperclassmen to staff it, acting as role models for the middle schoolers. They envision it being open as many hours as possible, providing a safe haven from peer pressure and homes with absentee parents.

Chambers concluded that, "Part of the reason we worked so hard on this project is we believe in this town and we love it here. It's a great place for adults and we know it can be geared more for us. Teens and kids can be a priority, too. We feel fortunate to live here and are trying to make our impact a lasting one." ■



EXHIBIT E
Letters of Support

August 13, 2024

Dear Mayor Marti Prohaska, Mayor Pro Tem Scott Pearson, Jack Gilbride, Peter Duprey, Harvey Mogenson, Tucker Magid, and Huascar Gomez,

We, Tara Kelley, Adrienne Christy and Marisa Marshalka, are writing on behalf of One to One Mentoring. As advocates for the youth in our community we want to express our strong support for the Town of Mountain Village's financial contribution to "The Shed," a youth hangout space that has been a decade in the making. This project represents more than just a building—it is a commitment to the wellbeing and future of our young people.

The Shed is designed to be a space where youth from all corners of our community can come together, fostering a sense of belonging and collaboration. This project is not just about providing a physical space; it's about demonstrating to our youth that they are valued, and that their growth and development are priorities for all of us.

We understand that the Town of Mountain Village Town Council has many important budgetary considerations, and that your responsibility is to weigh financial expenditures against numerous needs. However, we urge you to consider the intangible benefits that "The Shed" will bring. It will serve as a crucial venue for mentorship, community engagement, and positive youth development—factors that are difficult to quantify in numbers.

The proposed \$27,000 annual commitment from the Town of Mountain Village, while not insignificant, represents a small fraction of the Mountain Village's overall budget. With a quick glance at your projected 2024 expenditures of \$15,495,507, a \$27,000 ask is only 0.17% of your total expenditures for the year. In our opinion, this is a more than worthwhile amount to spend of the youth of our community.

The commitment of funds from the Town of Mountain Village, alongside contributions from the Town of Telluride and San Miguel County, will send a powerful message. It will show our youth that they are a priority and that we are willing to invest in their future. In the long run, this investment will yield returns in the form of engaged, responsible, and community-minded citizens.

Thank you for your consideration of this important matter. We hope that the Town of Mountain Village will join us in making "The Shed" a reality, demonstrating that we are a community that stands behind its youth.

Sincerely,

Handwritten signature of Tara Kelley in black ink.

Tara Kelley
Executive Director

Handwritten signature of Adrienne Christy in black ink.

Adrienne Christy
Program Director

Handwritten signature of Marisa Marshalka in black ink.

Marisa Marshalka
Case Manager

From: [Diana Koelliker](#)
To: [mvclerk](#)
Cc: [Dawn Katz](#)
Subject: letter of support for "the Shed" funding
Date: Tuesday, August 13, 2024 6:00:28 PM

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

To all it may concern:

As a full-time resident of the area, a parent who raised her son in this community, a physician in the Emergency Department at the medical center, and a CTC coalition member I am encouraging the Mountain Village town council to approve necessary funding for The Shed. I have seen first-hand as a parent and a physician in this town, the need for a safe space for youth to gather in our community. The mission of CTC is to reduce risk to our youth by providing a safe environment, without substances, for our young people. Many years ago, a safe space for our kids to gather was identified as a key aspect of reducing that risk. Due to many external factors (an economic recession, a worldwide pandemic, rising costs of building, etc.), our community has been faced with many roadblocks to achieving this goal.

However, now, we have seen a collaboration between towns, county, and many important stakeholders to see this to fruition. We need the town of Mountain Village to join us in prioritizing our full-time and part-time youth and contribute financially to make this a reality. This investment in our youth, while a small amount annually compared to your overall operating expenses, could help to make the difference for our children now and in the future. Please consider helping us make this vision, created by our kids many years ago, become a reality. Finally, I would welcome any of your participation in CTC to help advise our programming, or develop other initiatives that you think would be helpful to make our kids healthier and happier in this community.

Thanks for your dedication and time,

Diana

Diana E. Koelliker, M.D.

Director, Trauma and Emergency Services

Telluride Regional Medical Center

500 W Pacific Box 1229 | Telluride, CO 81435

970.729.1253 | Cell

970.728.3848 | Office

dkoelliker@tellmed.org | www.tellmed.org

From: [Jesse James Mctigue](#)
To: [mvclerk](#)
Subject: Support for MV to support SHED youth space
Date: Tuesday, August 13, 2024 10:26:57 AM

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

To Whom It May Concern,

I am writing to encourage the Town Of Mountain Village to collaborate with the Town of Telluride and other relevant entities to provide funding for the SHED youth space in the Town of Telluride. Groundbreaking research has been published in the last year about how the availability of spaces for teens to assemble leads to better mental health. The most talked about book by John Haidt, *The Anxious Generation*, shows through an abundance of data and studies that teens who are able to connect in person, create and manage their own activities, and assemble in common spaces show greater resilience, have better relationships, and less anxiety and depression. It is essential for the youth in Telluride to have multiple safe, inclusive spaces to gather and this is a great opportunity for multiple public entities to support our communities' young people.

Thank you for your time.



Jesse James McTigue M.S.Ed
Academic and College Counseling
jesse.mctigue.consult@gmail.com
970-708-4405
jmac-consult.com
[@jmac_college_counseling](https://www.instagram.com/jmac_college_counseling)
Associate Member IECA: Independent Educational Consultants Association

From: [Wendy Crank](#)
To: [mvclerk](#); [Dawn Katz](#)
Subject: Support for The Shed
Date: Wednesday, August 14, 2024 3:46:03 PM

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

Hello Mountain Village Council! As a supporter of youth in this community, The Shed will be a positive investment for youth and the programs that work with them. The space would allow for youth to have a place to create their own programs and projects. It also provides space for community youth programs like Juvenile Services, True North, CTC, and Pinhead to offer services. These youth options are protective factors that build creative minds, leadership skills, and community collaboration.

Thank you for your consideration and support!

Wendy

--

Wendy Crank MA, NCC
Director
San Miguel & Ouray Counties Juvenile Services
(970) 729-2811

From: [Elaine Giuliani](#)
To: [mvclerk](#)
Cc: [Edward Smith](#)
Subject: Support for the Shed
Date: Wednesday, August 14, 2024 2:29:32 PM

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

Hello MV Clerk,

This message is for the MV Council, as a show of support for The Shed, to be discussed at this Thursday's meeting.

As a MV resident and parent of two middle school aged children, I can attest to a strong need for a safe, healthy location for teens in our community to spend time. The creation of the Shed is that opportunity, and I hope you will support funding this now and into the future. We need to do more to support our youthful residents in MV and the region, and this is a great start.

Thank you for all you do and this consideration.

Elaine Giuliani
323 Adams Ranch Rd
Mountain Village

From: [Lindsay](#)
To: [mvclerk](#)
Subject: The Shed support
Date: Wednesday, August 14, 2024 12:44:24 PM

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

Hi I want to show my support for the Shed in town. I have two young boys and we live in MV. Obviously we use all the amenities in town and appreciate ANY positive opportunity for a youth center. Without a Re center the library and group sports are holding ALL the weight of a safe public space for our local kids. Please consider supporting this project.

Lindsay Reimann
Sent from my iPhone

From: [Jimena Smith](#)
To: [mvclerk](#)
Cc: [Dave Smith](#)
Subject: Support for the Shed
Date: Wednesday, August 14, 2024 2:12:26 PM

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

Dear Mountain Village Clerk,

This message is for the MV Council, as a show of strong support for The Shed, to be discussed at this Thursday's meeting.

We are full time residents of Mountain Village. We're homeowners. And we're parents to two children that attend Telluride Intermediate School. A youth space, to be created in collaboration with the Town of Telluride, is crucial for the well-being and development of our county's youth (middle and high school students). This is a group that currently does not have a space to call their own. This group includes current and future employees at our restaurants and other businesses, current and future babysitters, current and future ski instructors — this is the group that will go out into the world, to show that they are from Telluride. Without a recreation center available, this group is in need of a safe, inviting place to be.

We're writing this letter of strong support for The Shed because we believe it is a critical resource for current, future and visiting youth.

With admiration for all that you do,

Jimena & David Smith
207 Knoll Estates Drive
Mountain Village

From: [Grace Franklin](#)
To: [mvclerk](#)
Subject: Comment - MV Meeting Action Item #18
Date: Thursday, August 15, 2024 11:24:07 AM

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

Hi - please see below my comment for tonight's MV Council meeting in regards to Action #18 Consideration of Approval of Funding for the Regional Youth Hangout. Thank you for including.

Dear Mountain Village Council,

As a R-1 school district resident, I am reaching out to the Mountain Village Council to strongly consider funding the requested portion of the annual operations for The Shed youth space.

Communities That Care is a national program that promotes the healthy development of young people by increasing protective factors in youth lives while minimizing risk factors. There is [substantial research](#) showing this program works and improves the percentage of students who graduated high school on time, better economic outcomes, better mental health in their 20's, significantly fewer sexually transmitted diseases — especially among those at greatest risk, and fewer teen pregnancies. One successful CTC strategy is creating a "third place" - a space outside of a young person's home and school to have genuine connection, vulnerability, trust, safety, growth and fun.

Our communities' youth have been advocating for a third place like The Shed for several years. This is an identified need for those that would be most impacted. We all play a role in the creation of these physical spaces for young people. I encourage Mountain Village to contribute to the positive growth of our youth by supporting a strong, evidence based approach that will benefit the health and economy of our communities.

Sincerely,

Grace Franklin
626.602.5899
gracenfranklin@gmail.com

From: [Alexis Hodel](#)
To: [mvclerk](#)
Subject: The Shed Youth Hangout
Date: Thursday, August 15, 2024 7:50:48 AM

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

Dear Council Members,

I am writing to ask you to The Shed by approving funding for this much needed youth hangout. Our community does not currently do enough to support our locals and particularly, our local youth. This is an easy, and affordable way to improve the lives of local families. Many of whom live in the Town of MV.

Please approved funding for The Shed.

Thank you,
Alexis Hodel
Meadows resident

Sent from my iPhone

From: [Madison Waller](#)
To: [mvclerk](#)
Subject: Support The Shed
Date: Thursday, August 15, 2024 6:57:29 AM

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

Good morning tmv

I wanted to express my support for the up coming shed hangout space for teens in town

While I'm not familiar with the in depth details of this contract I believe while mountain village still occupies the same zip code they as a whole should be held financially responsible for committing to the completion, maintenance and ongoing of any youth space. While mountain village has nothing else of its kind to compare or compete with there should be no push back in the final and ongoing financial support.

I hope this support helps our youth stay on track, stay occupied and stay supported by the highest members of the town council and beyond. What a wonderful space in the making - I hope my young children get to use it in the future. We as residents of the MV are grateful for this new coming- the WPL only provides so much for so few.

Thanks for your time

Madison Waller
970 570 9453



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

TO: Town Council
FROM: J.D. Wise, Economic Development Director
DATE: March 14, 2024
RE: Work Session to Discuss Managed Load & Delivery Program

Summary

At the October 17, 2024 regular Town Council Meeting, Staff received direction from Council to explore development of a comprehensive food and beverage logistics and delivery program for the Village Center. On October 30, 2024, the Town issued a Request for Qualifications (RFQ) to identify qualified firms capable of providing such services and soliciting proposals for developing such a program. 106 West Logistics (106W) was selected through the RFQ process and is well qualified to provide such services. They have developed a comprehensive three-year program proposal which is included in Exhibit A.

Staff anticipated approaching TMVOA for their support in funding this program, however, at this juncture there is little certainty that a funding request would be approved by the TMVOA board.

Due to the important nature of this program, staff is seeking direction from council on their desire to move forward under a different funding structure.

Attachments:

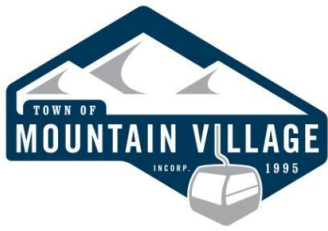
- **Exhibit A:** Program proposal and budget (this material is addressed to TMVOA as it was originally planned to be submitted to TMVOA board)

Background

The need for a comprehensive managed load and delivery program is two-fold. As discussed in previous meetings, there is currently no coordination of the delivery of goods in Mountain Village, resulting in a disjointed and inefficient delivery process. Under the current system, each distributor is responsible for delivering their goods to their individual customers. This results in the large distributors each utilizing their own utility vehicle to move goods throughout the plazas, causes congestion in designated Town loading areas, and leads to a less than desirable experience for pedestrians in the Village Center.

Furthermore, with planned future development, particularly the Four Seasons and Six Senses hotel projects, these impacts will certainly be exacerbated. A managed load and delivery program would not only improve upon current impacts in the Village Center but would allow the Town to be proactive in relieving some of the pressures that will come with large scale development, resulting in a better overall experience for the public.

As outlined above, 106 West Logistics (106W) was selected through and RFQ process to develop a proposal for a managed and comprehensive delivery logistics program in the Village Center. They have been working behind the scenes to evaluate current loading dock infrastructure, work with community partners, including the Madeline Hotel, and understand the desire of distributors to participate in a comprehensive program.



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

While there are many details to work through in the pre-program planning phase, 106W is confident that they can deliver on providing a program that will greatly improve the way in which goods are being moved throughout the community by managing and scheduling distributor delivery times, offloading goods onto small, electric utility vehicles, and ensuring that public loading facilities are being used in the manner they were designed. Additionally, this program proposal includes the necessary equipment and staffing to manage the transfer of trash and recycling material to the Town's transfer building, currently managed by Bruin Waste Management.

Program Implementation and Budget

106W is proposing a 3-year not-to-exceed program budget which is included in Exhibit A and assumes the following considerations:

- This budget anticipates up to 5-months of pre-pilot planning with a program rollout of late summer 2025.
- It is assumed that the first year of the program would be considered a "pilot phase" with voluntary participation of distributors. 106W has received strong interest and verbal commitment from several distributors that they would participate in the pilot phase of the program, as indicated in their proposal.
- Assuming the pilot program goes well, it's anticipated that the Town would support full implementation by evaluating any necessary ordinances and enforcement mechanisms that would encourage participation by all distributors doing business in the Village Center. This has been a key to program success in peer communities.
- While this budget outlines the full program cost, peer communities have imposed various fee mechanisms that offset program costs and recognize the savings being realized by the distributors. The Town could consider a "dock fee" or similar that could be implemented in a tiered manner based on the size/volume of goods being delivered.
- It's worth noting that the Town does not anticipate a fee structure that would include local businesses participating in the funding of the program.

TMVOA Participation

In development of the program proposal, the Town and 106W jointly presented a program overview to the TMVOA Board of Directors at their February meeting, which was received positively. The Town planned to formally request TMVOA funding for the implementation of a three-year program at their March Board of Directors meeting, anticipating that this program could help TMVOA in their mission to support the business community and enhance the resident and visitor experience. TMVOA staff informed the Town that they are working with the board to develop a more comprehensive approach to funding community projects and are not ready to consider funding for this program at this time.

Program Timing and Staff Direction

In considering the needs for an improved load and delivery program outlined above, Staff feels that time is of the essence in moving forward with a pilot program. As such, Staff is seeking direction from council on their desire to consider alternative funding mechanisms, including the potential of a supplemental appropriation to the 2025 budget. Additionally, Town could continue to work with TMVOA to either align on the need and desire to fund this program, or collaborate on other capital projects that have joint support, potentially freeing up funds that could be reallocated to this program.



March 5, 2025

TMVOA:

Please consider this as a supplement to the Town of Mountain Village’s Request for Qualifications for a Food and Beverage Logistics and Delivery Pilot Program (“RFQ”).

The Town of Mountain Village (“TMV”) believes 106West Logistics is uniquely qualified to perform the desired scope of work set forth in the RFQ and is confident they can meet the project deliverables, assist TMV and TMVOA with our immediate, short-term, and long-term goals regarding food and beverage logistics and delivery and materials management within the Village Center, and provide a world-class experience.

Exhibit 1 is a 36-month not to exceed budget outlined in 12-month increments.

Using the relationships 106West earned and established through their ongoing Town of Vail (“TOV”) and the Town of Breckenridge (“TOB”) programs, several distributors have provided written interest and acceptance to join the TMV Load and Delivery Pilot program. Please see **Exhibit 2**.

Finally, **Exhibit 3** contains testimonials from local business owners in TOV and TOB, highlighting the various benefits 106West’s programs and services bring to their respective communities.

We would also like to note that the Teton Village Association (“TVA”) in Jackson Hole, WY recently partnered with 106West to provide its services to Teton Village starting in 2025. This is particularly relevant to TMVOA due to the similarity in size and scope, as Teton Village is a direct market comparable.

On behalf of TMV, we request that TMVOA fund the entirety of the pilot program and an additional two years per the attached 36-month budget.

Thank you for the opportunity, and we look forward to hearing from you.

Kind Regards,

Paul Wisor
Town Manager
Town of Mountain Village

Signed by:
Paul Wisor
ASF169D8DBA54B4...

Kolby Ward
VP Business Development - Telluride
106West Logistics

Signed by:
Kolby Ward
29896A83D16C471...

EXHIBIT 1

36-Month Not To Exceed Budget

Description	4/1/25-3/31/26	4/1/26-3/31/27	4/1/27-3/31/28	NOT TO EXCEED 36-Month Budget	Notes/Comments
PAYROLL	8-Months of payroll	12-Months of payroll	12-Months of payroll	36-Months	
Payroll (Full-Time, M-F)	\$ 195,242.67	\$ 302,016.00	\$ 311,168.00	\$ 808,426.67	4 Employees + 10% (FICA, Unemployment, etc.)
Payroll (Saturday)	\$ 19,524.27	\$ 30,201.60	\$ 31,116.80	\$ 80,842.67	2 Employees + 10% (FICA, Unemployment, etc.)
Holiday Labor	\$ 16,896.00	\$ 17,424.00	\$ 17,952.00	\$ 52,272.00	2 Employees + 10% (FICA, Unemployment, etc.)
Dock Manager Salary	\$ 62,333.33	\$ 93,500.00	\$ 96,800.00	\$ 252,633.33	1 Salary + 10% (FICA, Unemployment, etc.)
Pre-Pilot Administration (5 months)	\$ 60,666.67	\$ -	\$ -	\$ 60,666.67	Pre-Pilot Administration (5 months)
Pilot Administration (Initiates Upon Live Date)	\$ 84,933.33	\$ 145,600.00	\$ 145,600.00	\$ 376,133.33	Administration for Load & Delivery and Materials Management Program
Employee Benefits (Ski Pass)	\$ 7,300.00	\$ 7,300.00	\$ 7,300.00	\$ 21,900.00	Full-Time Employees Only - 5 Ski Passes or Cash Equivalent - \$1300/each + \$800 merchant fee
Employee Health Benefits	\$ 10,400.00	\$ 15,600.00	\$ 15,600.00	\$ 41,600.00	Dock Manager @ \$500/month, 4 Employees @ \$200/month
PAYROLL TOTALS	\$ 457,296.27	\$ 611,641.60	\$ 625,536.80	\$ 1,694,474.67	
INSURANCE					
General/Excess Liability Policy	\$ 4,600.00	\$ 4,600.00	\$ 4,600.00	\$ 13,800.00	Estimate Based on Payroll (\$1,000 of payroll at Rate = \$5.753) Acuity
Workers Comp Insurance	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 105,000.00	Estimate Based on Payroll (\$100 of payroll at Rate = \$4.387) Pinnacle
Vehicle Insurance	\$ 5,200.00	\$ 5,200.00	\$ 5,200.00	\$ 15,600.00	Estimate Based on 5 Vehicles (Cost per \$1,000 of Value at Rate = \$32.3825) Acuity Inland Marine
Cargo Insurance (Liquor Inclusion)	\$ 9,950.00	\$ 9,950.00	\$ 9,950.00	\$ 29,850.00	Estimate Base on Contract (\$100 per Gross Revenue of Contract at Rate = \$0.4971) Liberty Mutual
Property of Others	\$ 3,900.00	\$ 3,900.00	\$ 3,900.00	\$ 11,700.00	Estimate (\$100,000 Limit w/ \$2,500 Deductible) Acuity
Employee Dishonesty Bond	\$ 200.00	\$ 200.00	\$ 200.00	\$ 600.00	Estimate - Total Annual Premium (RLI)
Environmental Policy	\$ 2,900.00	\$ 2,900.00	\$ 2,900.00	\$ 8,700.00	Estimate - Based on Contract Value
Umbrella Policy	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	Estimate - \$1M Policy - Acuity
Warranty	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 18,000.00	Estimate - \$500/month
INSURANCE TOTALS	\$ 69,750.00	\$ 69,750.00	\$ 69,750.00	\$ 209,250.00	
DOCK IMPROVEMENTS					
Public Works Relocation	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00	Public Works Equipment Relocation to P1 of Gondola Parking Garage
Loading Dock Modifications	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00	Estimate: Ramps, Automatic Levelers, Adjusting Railings, Raise Ceiling Pipe, etc.
DOCK IMPROVEMENTS	\$ 140,000.00	\$ -	\$ -	\$ 140,000.00	
OPERATION EXPENSES					
Accounting / Bookkeeping	\$ 6,240.00	\$ 6,240.00	\$ 6,240.00	\$ 18,720.00	Estimate - \$65/hr @ 8hrs/month
Advertising / Marketing / Branding	\$ 6,000.00	\$ -	\$ -	\$ 6,000.00	Estimate - 6 Vehicle Wraps, etc.
Electrical Bill	\$ -	\$ -	\$ -	\$ -	In-Kind
Uniforms	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 10,500.00	Estimate - Winter/Summer - Coats, Hats, Shirts, Caps, etc. (\$700/employee)
LSEV Delivery / Trash Truck	\$ 57,600.00	\$ 86,400.00	\$ 86,400.00	\$ 230,400.00	Estimate - Lease 6 Carts - \$1,200/month
LSEV Delivery Cart Registration	\$ 6,600.00	\$ 5,400.00	\$ 4,200.00	\$ 16,200.00	Estimate - 6 Carts Registrations
New Poly Dumpsters	\$ 30,000.00	\$ 6,000.00	\$ 6,000.00	\$ 42,000.00	Estimate - New Poly Dumpsters to Replace Current Dumpsters - \$1,200/dumpster
Flatbed Hand Carts	\$ 12,500.00	\$ 2,500.00	\$ 2,500.00	\$ 17,500.00	Estimate - Flatbed Hand Carts for Transferring Dumpsters - \$500/cart
Electric Pallet Jack	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	Estimate - \$4,000/unit
Electric Pallet Lift	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00	Estimate - 76" Lift Powered Electric Fork Stacker - \$7,500/unit
Vehicle Maintenance	\$ 4,800.00	\$ 7,200.00	\$ 7,200.00	\$ 19,200.00	Estimate - \$100/month/cart - Tires, General Maintenance/Repair
Vehicle - Winter Preparation	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00	Estimate - Chains, Winter Tires, Cargo Netting/Covers, Shovels - \$500/cart
Scheduling App / IT Support	\$ 2,800.00	\$ 4,200.00	\$ 4,200.00	\$ 11,200.00	Estimate - \$250/month Open Dock, Plus Support \$100/month
Legal	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	Estimate
Licenses / Other	\$ 150.00	\$ 150.00	\$ 150.00	\$ 450.00	Mountain Village Business License etc.
Operating / Office Supplies	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 5,000.00	Estimate - Work Gloves, Office Printer, Break Room Supplies, etc.
Loading Dock Labels / Signage	\$ 500.00	\$ -	\$ -	\$ 500.00	Estimate
Reach-In Refrigerator	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00	If Necessary
Equipment (Other)	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00	Estimate - Hand Trucks, Keg Dollies, Othe Equipment, etc.
Caging / Security	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00	Estimate - Security Cameras, Cloud Storage, Enclosures, etc.
Racking	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00	Estimate - Returns, Staging, etc.
Hand Held Radios	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00	Estimate - \$500/unit, One Per Vehicle, One for Dock
OPERATION EXPENSES TOTALS	\$ 176,190.00	\$ 122,590.00	\$ 121,390.00	\$ 420,170.00	
Contingency	\$ 14,064.73	\$ 16,079.63	\$ 16,333.54	\$ 46,477.89	Estimate - 2%
Logistics Professional Fixed Fee	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 450,000.00	Annual Fixed Fee
TOTAL	\$ 1,007,300.99	\$ 970,061.23	\$ 983,010.34	\$ 2,960,372.56	36 Months Not To Exceed Total

EXHIBIT 2

Food and Beverage Distributor Letters of Acceptance

“Shamrock Foods is on board to partner with 106West Logistics for the Mountain Village pilot program. We prefer to be added to the pilot program at the onset.”

- Mike Hammon Jahn, Regional Sales Manager of Mountain Region, **Shamrock Foods**

“The 106West Teams are helpful and always easy to work with. Southern Glazer’s Wine and Spirits is looking forward to working with 106West in Telluride Mountain Village.”

- Ian Schoepp, Director of Logistics, **Southern Glazer’s Wine and Spirit**

“Republic National Distributing Company will participate in the load and delivery program in Telluride Mountain Village. Our partnership with the 106West Team in Vail, Colorado, has been outstanding.

Not only has this program allowed us to reduce the number of vehicles we send up I-70 from Denver each week, but it has also improved the experiences of both the people who live in Vail and visitors from across the country, with fewer diesel emissions and delivery trucks on city streets. A true win for everyone!”

- Jeremy Davis, Transportation Director, **Republic National Distributing Company**

“After speaking with another distributor who has been working with the 106West Team, High Country Beverage is excited about the opportunity to join the Telluride Mountain Village pilot program. The other distributor had nothing but good things to say about 106West”

- Cody Carlson, General Manager, **High Country Beverage**

EXHIBIT 3

Local Business Owner Testimonials

“I am writing to elaborate on the effectiveness, efficiency, and professionalism of 106West Logistics. As the Business Administrator for Sweet Basil and Mountain Standard restaurants, two very busy restaurants with a high volume of business, I would strongly recommend the services of 106West to any community that wishes to reduce the footprint of large trucks entering the village and increase the efficiency of product delivery.

- Cathy Roach, Business Administrator, **Sweet Basil/Mountain Standard, Vail, CO**

“As a longtime local, business owner, and former Mayor of Breckenridge, and on behalf of the entire team at Downstairs at Eric’s, I am thrilled to have 106West provide its services in our community. In just a few short months, we are seeing that their team is delivering on their promise of consistency and efficiency. Not to mention, our community loves seeing fewer delivery trucks in town.”

- Eric Mamula, Owner & Restaurateur, **Downstairs at Eric’s, Breckenridge, CO**

“As a local restaurateur in Breckenridge, I was excited when 106West services started here. The program has had a tremendous impact on the overall experience for locals and visitors in Vail Village, and I look forward to seeing the same thing happen again in Breckenridge.

- Dick Carleton, Owner & Restaurateur, **Hearthstone, Breckenridge, CO**

“I am the owner of Vendetta's restaurant and pizza bar in Vail Village and I am writing to express my support for 106West Logistics. At the onset of their program, I was very skeptical that they could handle the volumes my location demands. They have proven me wrong in every respect and I am more than impressed with their efficiency, their communication, and their attentive, trained, and responsive staff.

If your town is thinking about using 106West for a food and beverage load and delivery program, I would encourage it!”

- John “Popeye” Brennan, Owner, **Vendettas, Vail, CO**



**AGENDA ITEM 8
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 – Second 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.

On February 20, 2025, the Town Council approved on first reading the ordinance and directed the town clerk to set a public hearing for March 20, 2025.

Staff Recommendation: Staff recommends the Town Council recommend approve the second reading of the proposed Ordinance.

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 Second Reading of an Ordinance Clarifying and Correcting the Density Allocated to Lots 1001 and 1005R and direct staff to update the density list.

/aw/mb

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 E. Gomez (Rick)				

3. After the Council's approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on _____, 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 E. Gomez (Rick)				

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this ____ day of _____, 2025.

 Susan Johnston, Town Clerk
 (SEAL)

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

GARFIELD & HECHT, P.C.
ATTORNEYS AT LAW
Since 1975

www.garfieldhecht.com

EXPLANATORY MEMORANDUM

TO: Mountain Village Town Council
FROM: Garfield & Hecht, P.C.
RE: Attendance Policy Changes
DATE: March 14, 2025

Issue Presented

This memorandum explains changes made to the Town Council Attendance Policy. These changes are suggested at the direction of the Mayor.

Explanation of Changes

The Mountain Village Town Council Rules for the Conduct of Meetings and General Business (“Rules of Conduct”) set out the Town Council attendance policy. Changes are being made to encourage in-person attendance, clarify the process for attending virtually, and limit the number of unexcused absences allowed.

Under these changes, Councilors will be permitted to virtually attend up to four (4) meetings in a calendar year. Any virtual attendance beyond the permitted four (4) meetings will qualify as an unexcused absence and the Councilor shall not be permitted to vote, make motions, or otherwise actively participate in the meeting. These changes further specify what platforms may be used for virtual attendance and require Councilors virtually attending executive sessions to verify that they are the only individual able to see or hear the session.

Changes to the Rules of Conduct also limit the allowable number of unexcused absences to four (4) in a calendar year. If a Councilor accrues more than four (4) unexcused absences in a year, then the Town Council may take appropriate disciplinary measures, including censure. Councilors are expected to arrive on time, but the policy provides for a fifteen (15) minute grace period before tardiness becomes an unexcused absence. These changes permit any Councilor to make a motion to excuse any absence and directs Councilors to provide written notice of an upcoming absence to the degree possible.

MOUNTAIN VILLAGE TOWN COUNCIL
Rules for the Conduct of Meetings and General Business
Revised February 2022 and February 2025

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I. Conduct

- Council is expected to uphold a high standard of civility toward each other and to abide by the Town's Code of Ethics.
- Civility is expected between Council and the public, and among members of the public while in meetings; rude behavior will not be tolerated.
- All participants in Council meetings are to refrain from profanity.
- Robert's Rules of Order shall generally govern the conduct of meetings, but no action shall be invalidated for lack of strict compliance.
- Council is to strive for brevity and to avoid redundancy and will encourage the same of the public.
- The Mayor is charged with the primary role of enforcing Council's rules of conduct. Council is also encouraged to courteously ask each other to refrain from inappropriate behavior if it occurs (that is, Council can "call" each other on inappropriate behavior to reinforce the ethic of the group as a whole or to support the Mayor's efforts to achieve the same effect).
- Council members are encouraged to speak with staff if they have questions or objections to recommendations coming before the body. Discussions between Council members regarding Town business shall at all times comply with the Colorado Open Meetings Law.
- Cell phones should be turned off during meetings and only if absolutely necessary left on in silenced mode. In a quasi-judicial hearing, cell phones must remain off.
- Council is expected to refrain from sidebar conversations to the extent possible so as not to detract from another speaker

II. Setting the Town Council Agenda

- The Mayor sets the agenda.
- Council members wishing to add an item to the agenda should contact the Mayor by the agenda deadline which is noon two weeks prior to the meeting date. Council members desiring to amend the agenda during the meeting for the purpose of adding an item shall first consult with the Town's legal counsel to determine the appropriateness of the proposed amendment. If deemed appropriate by legal counsel, the Council member desiring to amend may do so after being recognized by the Mayor and then offering the motion to amend the agenda. The Council member so moving shall briefly explain the appropriateness of the amendment but may not substantively address the item until such time as the Council has considered the motion and approved it. Motions to amend the agenda require a 2/3 vote of the quorum present. If the motion to amend the agenda is approved, the item shall then be considered, and action taken, if appropriate. If the motion to amend fails, the issue dies without further discussion.

III. Public Hearings on Action Items

- Mayor opens public hearing.
- Mayor introduces item (reading the item from the agenda and making any prefatory remarks).
- Staff provides report, including brief relevant history of and context for the item.
- Council may pose questions to staff, the Applicant, or members of the public as they address Council. Council members shall refrain from answering questions, expressing opinions, or stating how they intend to vote until after the public hearing is closed.
- The Applicant may address Council and present exhibits, which shall be included in the record.
- Public Comment is opened.
 - The Mayor reads the Public Comment Policy.
 - Each member of the public is asked to speak only once.
 - The public is asked to refrain from duplicating the comments of others if possible.
 - The public is asked to avoid engaging in dialogue with each other or the Applicant but instead to address the Council and the audience in general.
 - The Mayor may set a time limit (i.e. 2-3 minutes) for each speaker.
 - If a member of the public presents any exhibits, copies shall be provided to the Town Clerk and shall be included in the record.
- The Applicant may respond to public comments once the public comment period is over.
- The public hearing is closed, or it may be left open and continued to a date certain for further evidence by motion of the Council.
- After the hearing is closed, Council should discuss the matter including the reasons for any proposed decision.
- Council motion is placed on floor and acted on consistent with Robert's Rules of Order for making and entertaining motions.

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IV. Work sessions

- Work sessions are designed to permit less formal discussion among Council members and the public on issues of importance to the community. No formal action by Council shall be taken in a work session.
- The Mayor, in his/her discretion may entertain commentary from the public either in the form of a public hearing or in a more interactive format depending on the topic, number of speakers present and time constraints.
- While no formal action may be taken at work sessions, Council may provide direction to staff for further work or other related matters.

V. Public Discussion

- Public Discussion shall not last more than forty-five (45) minutes per council meeting unless otherwise directed by the Mayor.
- Any member of the public wishing to address the Council during public discussion shall first approach the podium and state their name and address as well as their relation to the topic of discussion for the record and then proceed to make their comments. If any member of the public claims to represent one or more persons, they shall, after making an introduction and prior to making comments, disclose who they represent and state the name and address of the person or persons so represented.
- Public comment by members of the public is not designed for interactive dialogue between the Council and the public but is designed for members of the public to make a public statement of position. Consequently, members of the public shall make their statement of position known to the Council without an expectation of a response from Council.
- Members of the public will be asked to speak only once on the topic unless additional comments are approved by the Mayor and/or Council. If a member of the public would like to ask a question of Council, they must first request permission of the Mayor to do so. If the Mayor consents, members of the public shall be allowed a three (3) minute maximum for questions and Council's response unless otherwise directed by the Mayor. If more than three (3) minutes is necessary, an appointment with a Council member or staff should be scheduled.
- No personal attacks or arguments.
- No grandstanding for the audience.
- People speaking on the same issue will be asked to refrain from redundancy.

VI. Flow of Information

Information requests from Town Council to staff:

- For minor or readily available information from Town Hall (i.e. a copy of an ordinance or minutes to a meeting), Council should ask the Town Manager for assistance and will be provided the item without further ado.
- Council should refrain from making individual requests for information from staff other than through the Town Manager.
- Council, except through the Mayor or Town Manager, should refrain from instructing or requesting an individual staff member to perform any task.
- For items that require substantial research, analysis or compilation of information not readily available, requests should be made to the Town Manager. Staff, at the Town Manager's direction, will undertake the task and provide the information requested if it is reasonable in terms of time. Information so provided will be copied to all Council members. If the Town Manager believes the request for research or analysis is too onerous to be coming from one member of Council or has concerns regarding its appropriateness, she will bring the matter before the full Council to determine if there is agreement that the task should be undertaken.

Information going to Council:

- Mail addressed to individual Council members is held by the Town Clerk and given to Council members on meeting days.
- Mail that is time sensitive or emails received by staff will be forwarded via email to Council.
- If an email is sent from Staff to the entire Council, Council members may respond directly to Staff but shall not "reply all" to other Council members

VII. Appointments to Boards and Commissions

See Attached Policy

VIII. Intergovernmental Meetings

The purpose of these gatherings is to provide a forum for informal dialogue between local governments. If items are not controversial and can be administratively implemented the relevant parties may simply take action as a result of discussion. If an issue has more of a policy or legislative nature the elected officials use this forum to gather input for subsequent consideration through their respective public hearing decision-making processes.

- Participating San Miguel local governments staff take turns preparing a draft agenda for comment.
- Town staff will circulate the draft agenda to Council members.
- Council members wishing to add items to these agendas should contact the Town Clerk, who will in turn advise the appropriate entity.
- Council members are encouraged to use this forum more proactively to discuss issues and ideas with the other entities.

IX. REMOTE ATTENDANCE OF MEETINGS POLICY IMPLEMENTED APRIL 2014 AND REVISED FEBRUARY 2022

Attendance Policy

- Council members are expected to attend each Town Council meeting. As a result, Council members may not accrue more than four (4) unexcused absences in a calendar year. Council members who accrue more than the permitted number of absences may be disciplined by the Town Council as appropriate, by censure or otherwise.
- The Town Council may, upon the motion of any member, vote to excuse any absence.
- Council members who are unable to attend a work session or Council meeting shall make a reasonable effort to provide written notice to the Town Clerk, Town Manager, and Mayor prior to the beginning of the meeting or as soon as possible thereafter.
- Councilors shall arrive on time, but a fifteen (15) minute grace period shall be permitted before tardiness is to be considered and excused absence.

Remote Attendance Policy

- Council members attending a meeting remotely will be allowed to participate and vote, are permitted to virtually attend four (4) meetings per year. Any virtual attendance beyond the allowed four (4) meetings shall constitute an unexcused absence and the Councilmember shall not be permitted to vote, make motions, or otherwise actively participate for the duration of the meeting.
- Council members may attend an Executive Session remotely only through a secure phone line or a secure video meeting platform such as Zoom, WebEx, Microsoft Teams, etc. as determined by Town Staff.
- Council members attending remotely shall ensure that no unauthorized person is in the room with them or able to view or listen to any Executive Session.
- Council members who miss a meeting have a responsibility to "catch up" by listening to the audio recording or viewing the video recording of the meeting.
- Questions may be sent in advance to staff or to the Town Attorney by email during a meeting.

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APPOINTED POSITIONS

For all positions appointed and filled by Town Council the following policy shall be followed:

1. Clerk's Office - Review the board and commission spreadsheet for any term expirations.
2. Designated staff as set forth below will notify current members via phone call and written correspondence of the end of their term immediately following the Council meeting where the term expiration was discussed.
 - a. Ethics Commission – Town Clerk
 - b. Design Review Board – Planning and Development Services
 - c. Town Council – Town Clerk
 - d. TRAA – Town Clerk
 - e. CFA – Town Clerk
 - f. Board of Appeals – Planning and Development Services
 - g. Grant Committee – Town Clerk
 - h. Green Team Committee – Business Development and Sustainability Director/Town Clerk
3. Once notification of the incumbents is complete, advertise the open positions by posting on the website until the deadline for letters of interest and send out an e-mail blast. E- mail changes and vacancies to the Marketing and Communication Coordinator for the website posting and emailblast.
4. **Require candidates to provide a letter of interest and a bio, both of which must be submitted no later than the day prior to the Council packet deadline at 5:00 p.m. for the meeting at which appointments will be made.**
5. When a letter of interest is received for any seat the Clerk or designee will check their qualifications to ensure they are eligible for that seat.
6. Appointments are placed on the Council agenda after the advertised deadline has expired. If fewer than two applicants are received a re-advertisement of the vacancy may be recommended, but not required.
7. Notify candidates that Council appointments will take place at the Council meeting following the above deadline.

All departments must notify the Town Clerk of designated terms for members as well as titles (such as Chairman, Secretary, etc.) to include in the overall schedule maintained by the Clerk.

The exception to this policy is for Town Council members and staff serving on advisory committees (i.e. finance committee, transportation committee, etc.) which appointments are made in the course of Town Council meetings by Council action.

AFTER THE TOWN COUNCIL MEETING AND SEAT APPOINTMENTS ARE MADE

- 1) Notify applicants of appointments by e-mail. Verify the new term dates.
- 2) If the applicant has not served on a commission before, send them a copy of the current ethics code.
- 3) Update board and commission spreadsheet. Email the staff person of the board with contact information of the new board member. Redistribute the spreadsheet to staff as necessary.

ADDITIONAL COUNCIL OPTIONS

- 1) The Mayor may elect to re-advertise a position if he/ she believes the applicant pool is too limiting for Council.
- 2) Council members may "move to direct staff to re-advertise the vacancy" in lieu of making an appointment if they believe the field is too limited or the public interest would be better served through re-advertisement.
- 3) Late applications will be brought to Council's attention by staff to afford Council the opportunity to postpone the appointment and extend the deadline if it is believed that postponement would be in the public interest. Walk-in candidates may be given similar consideration at Council's discretion. Late or walk-in applicants may not be appointed at that Council meeting; they may only be considered at a subsequent meeting. Council is under no obligation to consider late or walk-in applicants.



Agenda Item No. 10

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

TO: Mountain Village Town Council
FROM: Jaime Holmes, HR Director
DATE: 3/20/2025
RE: Final Reading: Mayoral and Council Compensation Amendment

Summary

During the February 2025 Town Council meeting and first reading discussing the proposed changes to Council compensation, Town Council expressed interest in moving forward with a revised compensation pay structure (the first reading approval wages are in the table below). This memo serves as the formal notification of the final reading of the proposed amendment to amend the current Mayoral and Council Compensation.

Background

The amendment was introduced during the January 2025 Council Meeting and received initial review and discussion. February 2025 first reading resulted in a revised amendment and is now ready for its **final reading and potential adoption**.

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).

This wage changes are shown in the table below.

Council Positions:	Current Wages	New Wages
Mayor	\$9,600	\$18,970
Councilmember	\$4,800	\$12,400

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 adopt the amendment as presented in this Final Reading of Ordinance and Code Amendment for Mayoral and Council Compensation.

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 E. Gomez (Rick)				

3. After the Council's approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on _____, 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 E. Gomez (Rick)				

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.~~



**PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

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

Agenda Item No. 11

TO: Town Council

FROM: Lizbeth Lemley and Amy Ward

FOR: Town Council Regular Meeting

DATE: March 20, 2025

RE: Community Forestry Program, Supplemental Budget Request

Summary

Subsequent to the 2025 budget adoption, the Town received a grant of \$825,000 to be used towards completion of a significant portion of the Community Scale, Shaded fuel break project. Work must be completed by March 31, 2029, to receive the full amount of the grant reimbursement. The Forestry Management team feels the work planned for 2025 will need to be expanded to ensure the project is completed by the grant deadline. The approved budget included \$350,000 in forestry management expenses.

Background

We have recently received notice from the Colorado State Forest Service that TMVs Forest Restoration & Wildfire Risk Mitigation Grant (FRWRM) request was successful and TMV will be awarded \$825,000.00 over the next 4 years to complete a significant portion of the Community Scale, Shaded fuel break project. The FRWRM grant will provide 50% matching funds, up to \$825,000, to complete wildfire mitigation work over 43.8 acres on the project's most difficult to access and steepest terrain located below the Town Shop, along Jurassic Trail, and below See Forever Resort.

The 50% FRWRM matching funds grant award has escalated the productivity that will be required to complete the work by the deadline of March 31, 2029. The grant requires full completion of acres according to the Colorado State Forest Service prescription before the Town may be reimbursed. Reimbursements may be received incrementally. To complete the grant defined scope of work, the Town must fully complete 11 acres per year of wildfire mitigation by removing or processing all the standing dead and down materials within a contiguous area. This will require scaling up the tree felling, helicopter work, and slash processing by 100% or more from last year. To successfully scale up the work and double productivity, the Forestry Division is requesting an additional \$200,000 be added to the forestry budget in 2025. We plan to contract helicopter work for two time periods this summer, once in June and once in late fall. We also plan to contract with the Southwest Conservation Corps for an additional field crew for 8-12 weeks this summer. This additional budget allows us to cover those expenses until the work plan is verified complete and the Town can be reimbursed. This \$200,000 falls within the grant award annual average of \$206,250.00 over the next 4 years.

This budget increase will allow the Town to scale up forestry operations to ensure 100% of the available grant funding by the end of the 4-year grant deadline.

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 forestry management.

- 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 forestry management.

**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 has been awarded an \$825,000 grant to complete a significant portion of the Community Scale, Shaded fuel break project by March 31, 2029; and

WHEREAS, The Town Council desires to appropriate supplemental funds in 2025 to ensure the project is completed by the grant deadline of March 31, 2029.

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 - Forestry Management	\$200,000
------------------------------------	-----------

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 March 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


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: March 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 March 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 March, 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 the Property.

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, Purchaser 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.

g. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

h. 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

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: _____

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

LENDER:

STATE OF _____)
) ss.
COUNTY of _____)

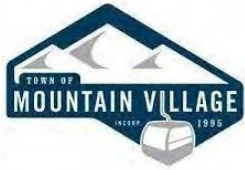
The foregoing instrument was subscribed, sworn to, and acknowledged before me this
____ day of _____, 20____, by _____ as
____ of the Lender.

My commission expires: _____

(SEAL)

Notary Public

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) _____



AGENDA ITEM 13
TOWN of MOUNTAIN VILLAGE
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 729-2654

TO: Mountain Village Town Council
FROM: Jim Loebe, Transit & Recreation Director
DATE: March 13, 2025
RE: Consideration of a Sublease with The Weitz Company for a Portion of Lot R

Executive Summary: The Town leases a two-acre parcel from the Telluride Regional Airport Authority, currently used for long-term parking for residents and seasonal workers. The Weitz Company, the general contractor for the Four Seasons project, has requested to sublease a portion of Lot R for laydown, staging, and subcontractor parking. A sublease agreement has been drafted and is recommended for Council approval by the Parking Committee.

Overview

Staff is seeking Council approval for a sublease agreement with The Weitz Company for a portion of Lot R. The sublease is for a **three-year term beginning May 1, 2025**, and aligns with the Town’s existing agreement with the Telluride Regional Airport Authority, which permits such use.

Key Terms of the Sublease

- **Lessee:** The Weitz Company
- **Term:** Three years (5/1/25 – 4/30/28)
- **Location:** **0.80 acres** on the east end of Lot R (**approximately 1/3 of the total parkable area**)
- **Use:** Laydown yard, staging, and contractor parking
- **Monthly Rent:** **\$5,000**
- **Fencing Requirement:** The lessee is responsible for fencing off its designated area
- **Town Obligations:**
 - Snow removal on access roads and drive lanes within **24 hours** of a storm totaling **6 inches or more**

The original vision for Lot R was twofold: free up parking inventory in the Town’s public parking facilities by providing a long-term vehicle storage solution for seasonal employees and residents, and to accommodate laydown and remote parking for anticipated large-scale core-area developments. This proposed sublease aligns with that vision, providing community benefits while ensuring accessibility and operational efficiency. Staff, in conjunction with the parking committee, recommend approval of the Lot R sublease with The Weitz Company.

Proposed Motion

1. I move to approve the sublease between The Weitz Company and the Town of Mountain Village regarding laydown, staging, and parking at Lot R.

COMMERCIAL LEASE

THIS FULL-SERVICE GROSS LEASE (the “**Lease**”) is made effective March __, 2025 and is entered into by and between Landlord (as defined below) and Tenant (as defined below). In consideration of the payment of the Rent (as defined below) and the performance of the promises by Tenant set forth below, Landlord hereby leases to Tenant, and Tenant hereby accepts, a portion of the Premises (as defined below and demonstrated in Exhibit B), together with all rights associated therewith, including, but not limited to, all rights to use the improvements thereon, parking areas associated therewith, and all other areas and appurtenances thereunto, subject to the terms and provisions set forth in the Lease.

ARTICLE 1 PARTIES, PREMISES, AND DEFINED TERMS

- 1.1. **Landlord:** Town of Mountain Village (the “**Landlord**”).
- 1.2. **Tenant:** The Weitz Company, LLC (the “**Tenant**”).
- 1.3. **Guarantor:** Intentionally Omitted.
- 1.4. **Premises:** Landlord hereby leases and demises to Tenant a portion of (as demonstrated in Exhibit B) the following described property: Mountain Village Lot R – 1500 Last Dollar Road, Telluride, Colorado, consisting of .80 acres, more or less (the “**Premises**”). Depending on general parking demand outside of lease area, Landlord may, at its discretion, increase the size of the lease area if requested by tenant.
- 1.5. **Term:** The initial term (“**Lease Term**”) of the Lease shall be for three (3) years and commence on 5/1/2025 (“**Commencement Date**”) and terminate at 11:59pm on 5/1/2028 (“**Termination Date**”), unless sooner terminated pursuant to the terms hereof.
- 1.6. **Rent:** Tenant hereby covenants and agrees to pay Landlord on the 10th of each month the sum of Five Thousand Dollars (\$5,000.00) per month for the duration of the Term (the “**Rent**”). Payment shall be remitted to Landlord at Town of Mountain Village, attn: Accounts Receivable, 455 Mountain Village Blvd, Suite A, Mountain Village, CO 81435 (“**Payment Location**”). Rent includes property taxes related to the Premises.
- 1.7. **Intentionally Omitted.**
- 1.8. **Options:** Tenant shall have the option to extend the Lease Term, pursuant to the terms and conditions contained herein, provided Tenant is not in Default under the Lease. Tenant shall have the option to extend the Lease Term on a month-by-month basis for up to twelve (12) months (“**Extension Period**”). The term “**Lease Term**” shall include the initial Lease Term and the Extension Period, if exercised. If the Lease is extended for the Extension Period, during the extended Lease Term, all terms and provisions of the Lease shall apply and be in full force. Tenant may exercise the Extension Option by written notice to Landlord given thirty (30) days prior to the end of Lease Term.
- 1.9. **Intentionally Omitted.**
- 1.10. **Use:** The Premises currently consists of a parking lot and the property upon which the structures are located. The Premises shall be used and occupied for parking, trailer storage, and staging of materials. Tenant shall not, without the prior written consent of Landlord, permit the Premises to be used for any other purpose. Tenant may fill the north-east corner of the lease area for the purposes of increasing usable square footage of lease site. Fill area must be properly lifted, compacted and surface treated.
- 1.11. **Late Payments:** If Rent is received later than fourteen (14) days after the date when due, the parties agree that an administrative fee in the amount of one percent (1%) of the amount due shall be added to the total Rent due and payable for that month. If payment is received more than thirty (30) days after the date when due, interest

shall accrue on outstanding balances at an annual percentage rate of six percent (6%). The addition of such amounts and the collection thereof shall not operate to waive any other rights of Landlord for nonpayment of Rent or for any other reason.

ARTICLE 2

PREMISES

2.1. **Condition of the Premises; Representations:** Tenant is familiar with the physical condition of the Premises (currently a parking lot). The Premises are rented "AS-IS" and "WHERE-IS" in current condition.

2.2. **Inspection:** Tenant has conducted an inspection of the Premises prior to the time of possession.

2.3. **Use of Premises:** Tenant, in consideration of the leasing of the Premises, agrees as follows:

(a) **Use:** To use and occupy the Premises solely as and for the use specified in Section 1.10 of the Lease.

(b) **Signage:** Tenant shall be permitted to erect a sign or signs upon the Premises, provided that all signage is in compliance with size and other reasonable requirements of Landlord and as may be set forth by applicable ordinances and regulations including, but not limited to, sign and design ordinances.

(c) **Security:** Tenant shall install construction fence around storage and lay-down area to limit public access.

(d) **Legal Compliance:** Tenant and its employees, agents, licensees and invitees shall comply with and abide by all local, state, and federal laws, ordinances, and regulations in connection with the occupancy and use of the Premises.

(e) **Additional Prohibitions:** Neither Tenant nor its licensees, employees, agents, guests, or invitees shall act in any manner that would interfere with, or be a nuisance to adjacent property owners, or adjacent tenants, or that would interfere with those other parties' quiet enjoyment of their premises. Said prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions.

(f) **Storage/Trash:** Tenant shall store all personal property entirely within the Premises. Tenant shall store all trash and refuse in adequate containers within the Premises, which Tenant shall maintain in an orderly and clean condition.

(g) **Hazardous Materials Prohibited:** Tenant shall not cause or permit any Hazardous Materials (as defined in Exhibit A) to be brought upon, kept or used in, or about the Premises by Tenant, its agents, employees, contractors, or invitees, except for types and quantities of such materials as are normally used in Tenant's business. Tenant intends to use the Premises for the storage of materials and other reasonably related construction uses, and Landlord acknowledges that such standard construction uses and materials shall not violate this provision; provided, any hazardous materials shall be stored and maintained in accordance with applicable law. Tenant shall store, use, and dispose of such materials in accordance with applicable laws, ordinances and regulations. If Tenant breaches the obligations stated in this Section, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses as provided in Section 8.1.

(h) **Quiet Enjoyment:** Landlord agrees that upon Tenant paying the Rent and performing Tenant's obligations under the Lease, Tenant shall peacefully and quietly have, hold, and enjoy the Premises throughout the Lease Term or until the Lease is terminated pursuant to its terms. Landlord shall not be responsible for the acts or omissions of any third-party that may interfere with Tenant's use and enjoyment of the Premises. In the event of any transfer or transfers of Landlord's interest in the Premises, other than a transfer for security purposes only, the Landlord shall be automatically relieved of any and all obligations and liabilities accruing from and after the date of such transfer.

2.1. Subletting or Assignment: Tenant shall not sublet the Premises or any part thereof, nor assign the Lease or any interest therein, without the prior written consent of Landlord, which shall be granted by the Landlord in its reasonable discretion.

2.2. Surrender of the Premises: Tenant will return the Premises to Landlord at the expiration of the Lease Term in as good order and repair as when Tenant took possession, loss by casualty and normal wear and tear excepted.

2.3. Removal of Fixtures/Redelivery: Tenant shall remove, at the termination of the Lease, provided Tenant is not in Default, Tenant's moveable trade fixtures and other items of personal property that are not permanently affixed to the Premises. Tenant shall remove the alterations and additions and signs made by Tenant as Landlord may request and repair any damage caused by such removal. Tenant shall peaceably yield up the Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove), and all fixtures and equipment that are permanently affixed to the Premises which shall thereupon become the property of the Landlord. Any personal property of Tenant not removed within thirty (30) days following such termination shall, at Landlord's option, become the property of Landlord. All non-removable trade fixtures and all other improvements constructed by Tenant on the Premises shall without compensation to the Tenant become the property of Landlord at the termination of the Lease for any reason.

ARTICLE 3 **PAYMENTS**

3.1. Payments: Payments shall be deemed received only when actually received by, Landlord at the Payment Location.

3.2. Intentionally Omitted.

3.3. No Offset: No assent, express or implied, to any Default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other Default. The covenants set forth in the Lease are independent.

3.4. Joint and Several Obligations of Tenant: In the event that Tenant is comprised of more than one person, it is expressly understood and agreed that each person comprising Tenant is jointly and severally liable for any and all obligations of Tenant in the Lease. This means that all persons comprising Tenant are each, together and separately, responsible for all of Tenant's obligations.

ARTICLE 4 **INTENTIONALLY OMITTED**

ARTICLE 5 **REPAIRS AND MAINTENANCE**

5.1. Landlord's Obligation to Maintain and Repair: So long as Tenant is not in default under the terms of this Lease, Landlord covenants and agrees to maintain, repair, replace, and keep the Premises in good, safe and sanitary condition, order and repair and in accordance with all applicable laws, ordinances, orders, rules and regulations of governmental authorities having jurisdiction; to pay all costs and expenses in connection therewith; provided that if any repair, replacement, or restoration is necessitated by any negligent act or omission of Tenant, or any of Tenant's officers, employees agents, guests, or invitees, all costs and expenses incurred by Landlord in connection therewith shall be payable by Tenant immediately upon written request therefor by Landlord.

5.2. Landlord's Services: All operating costs and taxes related to the Premises shall be the responsibility of the Landlord. Additionally, so long as Tenant is not in default under the terms of this Lease, Landlord shall furnish the following services:

- a) Snow removal – the access road and main drive lanes in the parking lot will be plowed within 48 hours of a storm with snow total of six inches or greater.

ARTICLE 6

DEFAULT, NOTICE AND REMEDIES

6.1. **Default:** If Tenant is in arrears in the payment of any installment of Rent or is in violation of any other material covenants or agreements set forth in the Lease (a “**Default**”) and the Default remains uncorrected for a period of thirty (30) days after Landlord has given written notice thereof pursuant to applicable law, then Landlord may, at its option, undertake any of the following remedies without limitation: (a) terminate Tenant’s right to possession of the Premises and reenter and repossess the Premises pursuant to applicable provisions of the Colorado Forcible Entry and Unlawful Detainer statute; and (b) pursue any and all available remedies in law or equity.

ARTICLE 7

INSURANCE AND INDEMNIFICATION

7.1. **Negligent Damages:** Tenant shall be responsible for and reimburse Landlord for any and all damages to the Premises and persons and property therein caused by the negligent, acts of itself, its employees, agents, invitees, licensees, or contractors.

7.2. **Liability Indemnification:** Tenant shall indemnify, defend, and hold Landlord harmless from all injury, loss, claims, or damage to any person or property but only to the extent arising out of Tenant’s negligent acts or omissions on the Premises.

7.3. **Maintenance of Insurance:** Tenant shall procure and maintain insurance for its property stored on the Premises. Tenant will deliver to Landlord the certificates of insurance in a form satisfactory to Landlord.

7.4. **Intentionally Omitted.**

7.5. **Intentionally Omitted.**

7.6. **Landlord Insurance:** Insurance may be procured by Landlord in its sole discretion and cost.

7.7. **Intentionally Omitted.**

7.8. **Environmental Indemnification:** Tenant shall protect, indemnify, defend, and hold Landlord harmless from and against any and all loss, injury, damage, cost, expense and liability (including without limitation reasonable attorneys’ fees and costs) directly or indirectly arising out of or attributable to the presence, release, spill, discharge, leak, disposal, or emission of any Hazardous Materials on, under or about the Premises, and / or any Environmental Liability (defined in Exhibit A), including without limitation: (1) all actual damages; (2) the costs of any required or necessary repair, remediation or detoxification of the Premises or abutting property; and (3) the preparation and implementation of any closure, remedial or other required plans; provided, however, that this indemnity shall not include Hazardous Materials which existed on the Premises prior to the Commencement Date. The indemnity evidenced hereby shall survive the termination of the Lease and the exercise of any other remedy.

ARTICLE 8

OTHER PROVISIONS

8.1. **Destruction, or Condemnation of Premises:** Landlord’s and Tenant’s duties and responsibilities are as follows when destruction or condemnation of the Premises occurs:

(a) **Partial or Total Destruction of the Premises:** In case of partial or total destruction of the Premises by fire, or other casualty, Tenant, provided it receives proceeds from its insurance policy, shall repair the Premises to the extent insurance proceeds are available. Tenant shall not be responsible for payment of Rent during the period of repair.

(b) Condemnation: If the whole or part of the Premises are taken by any authority for any public or quasi-public use, or purpose, then Subparagraph (c) of this Section shall apply if more than ten percent (10%) of the Premises are taken. If the Lease is not otherwise terminated pursuant to Subsection (c), the Rent shall be reduced in proportion to the reduction in the floor area of the Premises. Tenant shall have an ongoing right to join or file its own suit for condemnation compensation.

(c) Termination of Term: Where the whole of the Premises have been taken due to condemnation as described in Subparagraph (b) of this Section, the Term of the Lease shall cease and terminate upon the date that possession of the Premises is taken by the authority. Rent shall be prorated and payable up to the time of the casualty event. If a part of the Premises are taken due to condemnation, Tenant shall determine whether it may reasonably continue to conduct its business after the taking. The parties will mutually determine any reduction in rent, as appropriate. If Tenant is unable to conduct its business as a result of a partial taking, the Lease shall terminate and the Security Deposit, if any, shall be returned to Tenant. Tenant may, to the extent allowed by law, seek compensation from the condemning authority for the value of the loss of its leasehold and leasehold improvements in either a partial or total taking.

8.2. Holdover: Tenant shall vacate the Premises and remove all of Tenant's personal property from the Premises prior to 11:59 p.m. on the date the Lease Term expires. If, after the expiration of the Lease, Tenant shall remain in possession of the Premises and continue to pay Rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rate of the last month's Rent paid under the Lease, and subject to all the terms and conditions of the Lease.

8.3. Entry by Landlord: Landlord may enter the Premises during normal business hours for reasonable purposes (such as repairs, inspections, or re-letting to prospective new tenants), upon reasonable prior written notice to Tenant. Landlord may also enter the Premises in the event of emergency, without notice.

8.4. Subordination/Estoppel/Attornment: The Lease shall be subordinate to all existing and future mortgages, deeds of trust, and other security interests on the Premises to which Landlord is a party, and to any and all extensions, renewals, refinancing, and modifications thereof. Tenant shall execute and deliver whatever instruments may be reasonably required for such purposes, or for the purpose of informing a potential or existing lender or purchaser of the Premises as to the status of its tenancy.

8.5. Notices: All notices required or permitted to be sent under the Lease shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall be either (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such courier; (b) sent by email, so long as it is delivered prior to 5:00pm Denver time on such day, or if received after 5:00pm Denver time on such day, on the next business day; or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Notices given by Tenant's counsel shall be deemed to be given by Tenant and notices given by Landlord's counsel shall be deemed to be given by Landlord.

Notices to Landlord:

Town of Mountain Village
455 Mountain Village Blvd, Suite A
Mountain Village, CO 81435
Attn: Jim Loebe
jloebe@mtnvillage.org

Notices to Tenant:

The Weitz Company, LLC.
4725 S. Monaco Street, Suite 100
Denver, CO 80237
Attn: Laura Eathorne
laura.eathorne@weitz.com

8.6. Attorneys' Fees: In the event of a default by either party under the terms of this Lease, the non-defaulting party shall be entitled to reimbursement of all reasonable costs and expenses incurred by the non-defaulting party in enforcing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

8.7. Governing Law: The Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in the County in which the Premises is located.

8.8. Amendments and Termination: Unless otherwise provided in the Lease, the Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

8.9. Headings and Section Titles: The Section titles or headings in the Lease are for convenience only and shall not be deemed to be part of the Lease.

8.10. Pronouns; Joint and Several Use of Certain Terms: Whenever the terms referred to in the Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa. All references to the "Landlord" shall mean Landlord and/or its authorized agents, contractors, or employees as may be required by the specific context. All references to the "Tenant" shall mean each and every person comprising Tenant, or an individual person, or combination of persons comprising Tenant as may be required by the specific context.

8.11. Waivers: No right under the Lease may be waived except by written instrument executed by the party who is waiving such right. No waiver of any breach of any provision contained in the Lease shall be deemed a waiver of any preceding or succeeding breach of that provision, or of any other provision contained in the Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

8.12. Heirs, Assigns, Successors: The Lease is binding and inures to the benefit of the heirs, assigns, and successors in interest to the parties, subject to the restrictions on assignment in Section 2.1.

8.13. Time of the Essence: Time is of the essence of the Lease, and each and all of its provisions.

8.14. Termination: This Agreement may be terminated by either party upon at least 30 days' advance written notice to the other party.

8.15. Authorization: The Tenant acknowledges and confirms that each individual executing the Lease on behalf of the company represents and warrants that he/she is duly authorized to execute and deliver the Lease.

8.16. Severability: If any term, covenant, condition, or provision of the Lease, or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such term, or provision to persons, or circumstances other than those to which it is held invalid, or unenforceable, shall not be affected thereby, and each provision of the Lease shall be valid and shall be enforced to the fullest extent permitted by law.

8.17. TABOR Savings Clause: All fiscal obligations of Landlord are subject to annual budgeting and appropriation by the Mountain Village Town Council as required by Colorado law.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed the Lease as of the day and year first above written.

LANDLORD:

TOWN OF MOUNTAIN VILLAGE

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

THE WEITZ COMPANY, LLC

By: Laura Eathorne

Name: General Manager, Weitz

Title: _____

Date: March 10, 2025

EXHIBIT A

DEFINITIONS RELATED TO HAZARDOUS MATERIALS

“Hazardous Materials” means any hazardous, explosive, radioactive, or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado, or the United States Government including, but not limited to, any material or substance that is: (1) defined as a “hazardous substance,” “hazardous material,” “toxic substance,” “pollutant,” “hazardous waste,” “regulated substance,” or “solid waste” in any Environmental Law (defined below); (2) listed in the U.S. Department of Transportation Hazardous Materials Table, 49 C.F.R. § 172.101, as may be amended from time to time; (3) listed by the U.S. Environmental Protection Agency (“EPA”) (or any successor agency) as hazardous substances, *see* 40 C.F.R. § 301, *et seq.*, as may be amended from time to time; (4) qualified as an “unlisted hazardous substance” pursuant to 40 C.F.R. § 302.4(b), as may be amended from time to time; (5) asbestos; and (6) any petroleum product.


“Environmental Law” means any federal, state or local law, statute, rule, regulation or ordinance pertaining to health, industrial hygiene or the environmental or ecological conditions on, under or about the Premises, including but not limited to each of the following (and their respective successor provisions and all their respective state law counterparts): the *Comprehensive Environmental Response, Compensation and Liability Act* of 1980 (“CERCLA”), as amended, 42 U.S.C. § 9601, *et seq.*; the *Resource Conservation and Recovery Act* of 1976 (“RCRA”), as amended, 42 U.S.C. § 6901, *et seq.*; the *Toxic Substances Control Act* of 1976, as amended, 15 U.S.C. § 2601, *et seq.*; the *Clean Air Act*, as amended, 42 U.S.C. § 7401, *et seq.*; the *Federal Water Pollution Control Act* (a.k.a. “*Clean Water Act*”), as amended, 33 U.S.C. § 1251, *et seq.*; the *Hazardous Materials Transportation Act*, 49 U.S.C. § 5101, *et seq.*; *Solid Waste Disposal Act, Subchapter IX, Regulation of Underground Storage Tanks*, 42 U.S.C. § 6991, *et seq.*; and the rules, regulations and ordinances of the Environmental Protection Agency (EPA) and of all other agencies, boards, commissions and other governmental bodies and officers having jurisdiction over the Premises or the use or operation of the Premises.

“Environmental Liability” means any claim, demand, obligation, cause of action, accusation, allegation, order, violation, damage (including consequential damage), injury, judgment, assessment, penalty, fine, cost of enforcement or remedial action, or any other cost or expense whatsoever, including actual, reasonable attorneys’ fees and costs, resulting from or arising out of the violation or alleged violation of any Environmental Law, any enforcement or remedial action, or any alleged exposure of any person or property (including but not limited to crops and livestock) to any Hazardous Material.

EXHIBIT B

Parking Lease Area

Legend

 Lease Area





TO: Mountain Village Town Council
FROM: Jim Loebe, Transit & Recreation Director
DATE: March 13, 2025
RE: Bluegrass Parking Work Session

Executive Summary: For the past 25 years, the Town has provided overflow parking for the Telluride Bluegrass Festival, accommodating approximately 500 on-street vehicles and 500 vehicles in the Gondola Parking Garage daily throughout the four-day event. From Wednesday through Monday, festival management oversees parking operations, ensuring an organized and efficient system. The current parking agreement generates approximately \$120,000 in annual revenue, supporting the operation and maintenance of the Town's parking system.

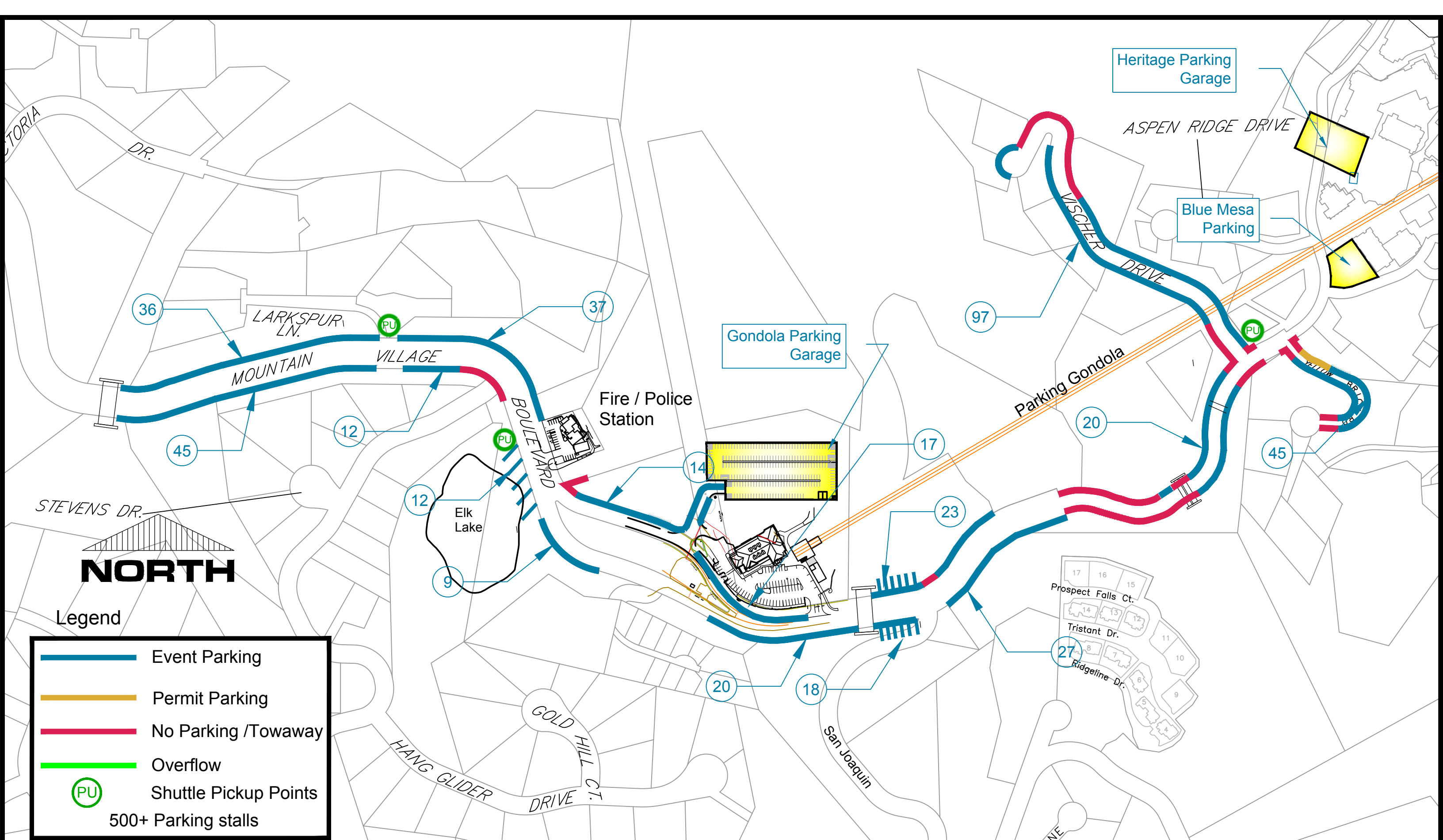
Overview

With the current 2022-2025 facilities use agreement set to expire after this year's festival, organizers have approached Town staff to renew the agreement for another five-year term (2026-2030). From a staff perspective, the Bluegrass Festival continues to manage parking effectively, mitigating safety concerns associated with on-street parking on roads not designed for such use. The presence of festival parking attendants has proven successful in maintaining order and safety.

Staff is not recommending any changes to the existing agreement, which includes the following key terms:

- Five-year term (2026-2030)
- \$3.00 per ticket, per day admission fee remitted to the Town
- On-street parking as designated in Exhibit A
- On-street and GPG parking management by festival staff
- "First Grass" concert on the Wednesday before the festival
- Additional porta-potties provided during the festival

If the Town Council is in favor of maintaining these terms, staff will prepare a draft agreement for consideration at the April 2025 council meeting.



Town of Mountain Village - Event Parking 2026 - 2030

EXHIBIT A

**AMENDED AND RESTATED
AGREEMENT BETWEEN THE TOWN OF MOUNTAIN VILLAGE AND TELLURIDE
BLUEGRASS FESTIVAL, INC., REGARDING THE PRODUCTION OF THE
BLUEGRASS FESTIVAL FOR 2026 THROUGH 2030**

THIS AGREEMENT (the "Agreement") is made and entered into on this ____ day of _____ 2025, by and between the Town of Mountain Village, a home rule municipality and political subdivision of the State of Colorado (the "Town"), and Telluride Bluegrass Festival, Inc., a Colorado corporation ("Producer"), and regards the production of the Telluride Bluegrass Festival ("Festival") for the years 2026 through and including 2030.

RECITALS

- A.** The Town owns and operates various infrastructure within the Town of Mountain Village, including but not limited to roads, parking structures and a gondola transportation system (the "Gondola") (collectively, the "Town Facilities").
- B.** Producer owns and operates the Festival in the Town of Telluride, which is generally scheduled for the third weekend (Thursday-Sunday) in June of each calendar year.
- C.** The Town of Telluride is immediately adjacent to the Town and is connected via the Gondola.
- D.** Producer and the Town desire to have patrons of the Festival utilize the Town Facilities during the Festival.
- E.** The Town has determined that it is in its best interest to allow Festival patrons to utilize the Town Facilities according to the terms and conditions of this Agreement.

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

1. **Producer Commitment.** Producer agrees to use its best efforts to produce the Festival in a world-class manner during the term of this Agreement with specific regard to generating the lodging demand attributable to the Festival and Producer's effort and investment.
2. **Use of Facilities for Parking.** The Town shall permit Festival patrons to use various Town Facilities during the Festival, including the Gondola Parking Garage (GPG) and right-of-way along Upper Mountain Village Boulevard to the Bridge Number 68 and other streets as generally illustrated on Exhibit A, attached hereto and incorporated herein; provided, however, certain areas may be posted with "No Parking" signage. In the event of construction or other extenuating circumstances, the Town reserves the right to require Festival patrons to park cars in alternate locations as deemed appropriate by the Town's parking committee sole discretion. Producer shall work with Town staff to develop a parking plan to ensure such parking plan maximizes pedestrian use and access through the Village Center. The Town shall be responsible for managing the parking in the Gondola Parking Garage and street parking in such location and

number of spaces as determined by the Town, in a manner generally consistent with Exhibit A, except that the Town's police department shall have the final determination of where parking shall occur in order to mitigate safety issue. Town staff and Producer's staff shall manage the parking in order to ensure full utilization while maintaining a sufficient supply of parking for residents and property owners within the Town. The Town and Producer's parking attendants shall also advise Festival attendees of the Heritage Parking Garage ("HPG"). The Town shall determine the cost for daily and overnight parking in HPG. Producer shall provide a sufficient number of parking attendants, at Producer's sole cost and expense, in order to park Festival patrons in a safe and orderly manner and to ensure that parking does not occur outside of the designated parking areas. Parking attendants provided by Producer shall be subject to and abide by the direction of the Town's police department and code enforcement officers. Parking operations will be handed over to the Producer at 12:00 p.m. Wednesday before the Festival, at which time the Producer will be responsible for managing parking in GPG and on-street. This arrangement will continue until 12:00 p.m. Monday following the Festival. Producer's parking attendants shall be on site from 8:00 a.m. until 3:00 a.m. Thursday through Sunday of the Festival in order to assist Festival patrons arriving and returning to their vehicles.

Notwithstanding the foregoing, in the event the Gondola Parking Garage reaches full build out during the term of this agreement, which would provide the same number of parking spaces as on street parking, the Town may eliminate on street parking and relocate parking into the fully built out Gondola Parking Garage.

3. First Grass Concert. Producer shall provide a "free" concert, consistent with the level of the Bluegrass Music Festival in Sunset Plaza on the Wednesday prior to the Festival, from 5:00 p.m. - 8:00 p.m., to kick off the Festival. Producer shall be responsible for the cost of the band, stage, sound/lighting, three porta-potties, and advertising, which shall include, at minimum, 50 posted posters, advertisements on the Festival website, inclusion in any Festival programs and multiple email blasts beginning at least sixty (60) days prior to the First Grass Concert. The Town shall also assist with providing advertising for the event in such manner and amount as determined by the Town. Bluegrass shall be responsible for securing a license agreement from Telluride Ski & Golf, LLC for the use of their open space at Sunset stage for the free concert.

4. Town Costs. Producer shall be responsible for collecting an admission fee of three dollars (\$3.00) per ticket, per day from Festival attendees. Producer, at its option, may distribute up to fifteen percent (15%) of the total attendees as complimentary tickets per day of the event for staff, performers, guests and concessionaires. No later than five (5) days after the event Producer shall certify in writing to Town a complete and accurate list of all wristbands distributed, sold, and voided, as verified by the Town of Telluride Finance Director, to establish the actual number of admissions.

5. Payment. Producer shall remit a deposit of Forty Thousand Dollars (\$40,000) sixty days prior to the event. Remainder of fee due will be remitted after certification of the number of admissions as verified by the Town of Telluride Finance Director, which shall in no case be more than thirty days after the event.

6. Fee for Parking. Producer shall be permitted to implement a plan to charge patrons for parking in the Gondola Parking Garage and on Mountain Village Boulevard (the “Parking Payment Plan”). The Parking Payment Plan shall include all the logistics necessary to charge for parking in a safe and efficient manner, including but not limited to identification cards, number of attendees, sequencing and safety measures. The Parking Payment Plan shall include an acknowledgment and understanding that anyone with a valid resident, property owner or employee issued parking pass shall not be charged for parking. The Parking Payment Plan shall be presented to the Town for approval of the plan at least one hundred and twenty (120) days prior to the Festival. In the event the Parking Payment Plan is not approved by the Town within sixty (60) days, such non-approval shall not terminate this Agreement or any of the obligations of the Producer under this Agreement. The non-approval of the Parking Payment Plan shall only preclude the Producer from charging to recoup costs.

7. Parking Plan Promotion. Producer agrees to communicate and support the Mountain Village parking strategy and plan in whatever means reasonably requested by the Town, said support to include detailed descriptions on the Festival website as well as complete distribution of rules and maps in emails and the Festival “program.”

8. Gondola Operations. This Agreement does not address the possibility of extending the hours of the Gondola beyond its normal operating hours. Producer is encouraged to seek funding for extended Gondola operations from TMVOA, and the Gondola hours may be extended only upon the mutual agreement of the Town and Producer.

9. Bus and Porta-Potties. Producer hereby agrees to operate, at its own cost and expense, one (1) bus with a passenger capacity of 14-24 passengers during the Festival. The bus route and hours of operation shall be as determined by the Town. In addition, Producer agrees to provide, at its own cost and expense, three (3) porta-potties for use during the Festival at locations to be determined by the Town.

10. Insurance. Producer shall carry and maintain: (i) a policy of comprehensive general liability insurance with annual limits of at least \$2,000,000; (ii) a policy of worker’s compensation insurance with annual limits of at least \$1,000,000 for each accident; (iii) a policy of comprehensive automobile liability with annual, combined, single limits of at least \$1,000,000; and (iv) such other insurance as may be appropriate given the nature of the Festival. With respect to the general liability insurance carried pursuant to this Agreement, the Town shall be listed as an additional named insured. Producer shall furnish certificates acceptable to the Town that Producer has the foregoing insurance in effect at least thirty (30) days prior to the Festival for each calendar year.

11. Indemnification. The Producer shall defend, indemnify and hold harmless and Town and its respective directors, officers, employees, successors and assigns from any expense, claim, action, liability, loss, damage or suit (including attorney's fees and costs) arising out of, or in any way connected with the Festival and the Producer and the Festival patron’s use of the Town Facilities, injuries to Town’s employees, volunteers, Festival patrons and third parties and the Town’s performance under this License Agreement.

12. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to Mountain Village, its officials, employees, contractors, or agents, or any other person acting on behalf of Mountain Village and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

12. Communication. The parties acknowledge that parking during the Festival is a difficult task within the region, and each party agrees to actively communicate with the other party, San Miguel County and the Town of Telluride regarding parking and transportation prior to and during the Festival.

13. Term of Agreement. This Agreement shall run from the date of execution until payment of the fee to the Town (thirty (30) days) after the last day of the Festival in the year of 2030. This Agreement may be terminated by either party by giving the other party at least six months prior to the Festival, written notice of termination.

14. Assignment. This Agreement shall not be assignable by either party without the express written consent of the other party.

15. Attorney's Fees. In the event of any dispute regarding this Agreement or the use of the Facilities, the prevailing party shall be entitled to costs and reasonable attorney's fees.

16. Governing Law, Enforcement, Venue. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for San Miguel County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

16. Complete Agreement. This Agreement expresses the full and complete understanding of the parties with respect to the terms and conditions set forth herein and supersedes all prior and contemporaneous proposals, agreements, representations and understandings and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and are not to be construed in interpreting the provisions hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement, on the date first set forth above.

TOWN OF MOUNTAIN VILLAGE, a municipal corporation and political subdivision of the State of Colorado

By: _____
Marti Prohaska, Mayor

Approved as to Form:

X, Town Attorney

TELLURIDE BLUEGRASS FESTIVAL, INC., a Colorado corporation

By: _____
CRAIG FERGUSON, President

DRAFT



COMMUNITY DEVELOPMENT DEPARTMENT

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

Agenda Item # 15

TO: Mountain Village Town Council
FROM: Amy Ward, Community Development Director
FOR: March 20, 2025
DATE: March 11, 2025
RE: Consideration of an Easement Vacation and Quit Claim Deed for a portion of an easement located on Lot 711, 160 Adams Ranch Rd

PROJECT GEOGRAPHY



Legal Description: LOT 711 TELLURIDE MOUNTAIN VILLAGE FILING 27 ACC TO PLAT BK 1 PG 1198 CONT 0.995 ACRES

Address: 160 Adams Ranch Road

Applicant/Agent: Gerald Ross, Architect

Owner: RREBECCAG HOLDINGS LLC A TX LLC

Zoning: Single Family

Existing Use: Single Family
Proposed Use: Addition of a small at grade patio

Adjacent Land Uses:

- **North:** Single Family
- **South:** Single-Family
- **East:** Active Open Space Golf Course Use
- **West:** Single Family

Lot 716

ATTACHMENTS

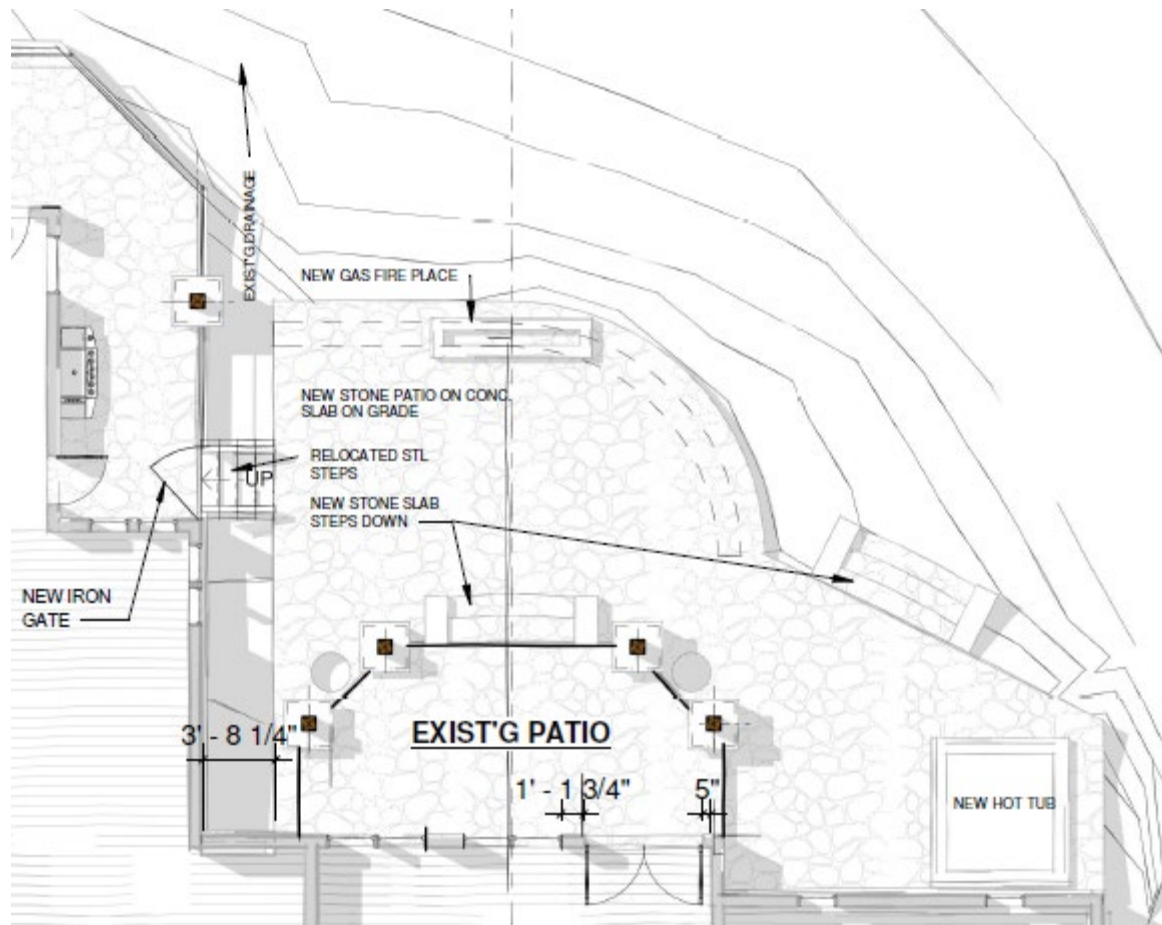
- Exhibit A: Partial Drainage Easement Vacation Exhibit
- Exhibit B: Easement Vacation Quit Claim Deed
- Exhibit C: Improvement Location Certificate (Existing) Dated 9.5.23 (unsigned)
- Exhibit D: Delineation Report dated 10.25.24

REQUEST

This property (Lot 711) is bisected by a historic drainage easement that is to the benefit of the Town. The current owners would like to add an at grade patio extension of an existing patio. This proposed patio extension crosses over the boundary of the existing drainage easement. In October of 2024, the site was visited by local wetland expert Pat Drew. The boundaries of the existing wetland on the property were re-delineated, and his recommendation was to re-align the boundaries of the easement with the wetland conditions found on the site. The proposed easement vacation shows the newly delineated wetland boundary, and proposes to vacate a portion of the existing easement leaving a buffer zone of between 2.7' and 8.7' between easement boundary and wetland boundary.

STAFF ANALYSIS AND RECOMMENDATION

If Council approves the easement vacation as proposed, the applicant will submit an additional Class 1 Design Review application for the patio extension. Staff will review that application with wetland regulations in mind and will be able to condition any approvals with appropriate conditions to address wetland concerns. Conceptual drawings shared with staff show the patio extension to the north of the existing patio as shown below, the proposed patio extension does not cross over the proposed new boundary of the drainage easement:



Staff recommends approval of the proposed easement vacation.

PROPOSED MOTION

I move to approve the Easement Vacation and Quit Claim Deed for a portion of an easement located on Lot 711, 160 Adams Ranch Rd as proposed in the staff memo of record dated March 11, 2025 and the findings of this meeting.



WETLANDS AS
DELINEATED BY
PATRICK DREW
(OCT. 2024)

LOT 713

S 68°27'25" E 195.56'
16' GENERAL EASEMENT

LOT 711

WETLANDS AS
DELINEATED BY
PATRICK DREW
(OCT. 2024)

DRAINAGE
EASEMENT
(PER PLAT BOOK 1
AT PAGE 1198)

WETLAND AREA

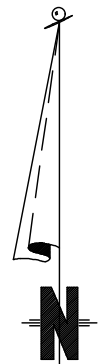
PORTION OF
DRAINAGE
EASEMENT
PLAT BOOK 1
AT PAGE 1198
BEING VACATED

N 48°56'53" W 177.26'
S 27°36'44" W 267.90'

LOT 710

WETLANDS AS
DELINEATED BY
PATRICK DREW
(OCT. 2024)

TRACT OSP-28



SCALE: 1"=40'

Line Table		
Line #	Direction	Length
L1	S 52°59'54" E	29.25'
L2	S 08°21'04" W	5.28'
L3	S 37°30'05" W	20.63'
L4	S 02°07'49" E	12.61'
L5	S 17°11'16" E	25.33'
L6	S 06°40'34" E	18.71'
L7	S 26°20'21" E	27.81'
L8	S 25°04'49" W	3.30'
L9	S 66°54'07" W	9.11'
L10	N 15°33'59" W	74.05'
L11	N 03°07'21" W	54.14'
L12	N 08°22'39" E	0.68'

Lot 711
Town of Mountain Village
PARTIAL DRAINAGE EASEMENT
VACATION EXHIBIT



EASEMENT VACATION AND QUIT CLAIM DEED

This Easement Vacation and Quit Claim Deed is made by and between the Town of Mountain Village, Colorado, a Colorado home rule municipality (“Grantor”) whose address is 455 Mountain Village Blvd., Suite A, Mountain Village, Colorado 81435, and RREBECCAG Holdings, LLC a TX LLC (“Grantee”) whose address is 311 Huntington Pl., San Antonio TX 78231-2600

RECITALS:

WHEREAS, Grantee owns certain real property described as Lot 711, Telluride Mountain Village, filing 27 according to the plat recorded October 21, 1991 in Plat Book 1 at Page 1198, County of San Miguel, State of Colorado; and incorporated herein by reference (the “Property”), also known by the street address 160 Adams Ranch Road, Mountain Village, Colorado 81435; and

WHEREAS, the Property is subject to a drainage easement in favor of Grantor described in Plat Book 1, Page 1198, as recorded with the San Miguel County Clerk and Recorder (the “Easement”); and

WHEREAS, Grantee has requested that Grantor vacate a portion of the Easement to realign the boundaries of the easement with the wetland delineation boundary; and

WHEREAS, Grantor is willing to vacate a portion of the Easement, as described by Exhibit A hereto; and

NOW, THEREFORE, for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, in hand paid, Grantor hereby vacates, quitclaims and abandons that portion of the Easement described on Exhibit A; provided, however, Grantor retains any and all other rights in the Property pursuant to the Easement or pursuant to any other documents recorded prior to the date of this Deed.

Signed the ____ day of _____, 2025.

TOWN OF MOUNTAIN VILLAGE,
COLORADO

By: _____
Marti Prohaska, Mayor

Attest: _____
Susan Johnston, Town Clerk

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

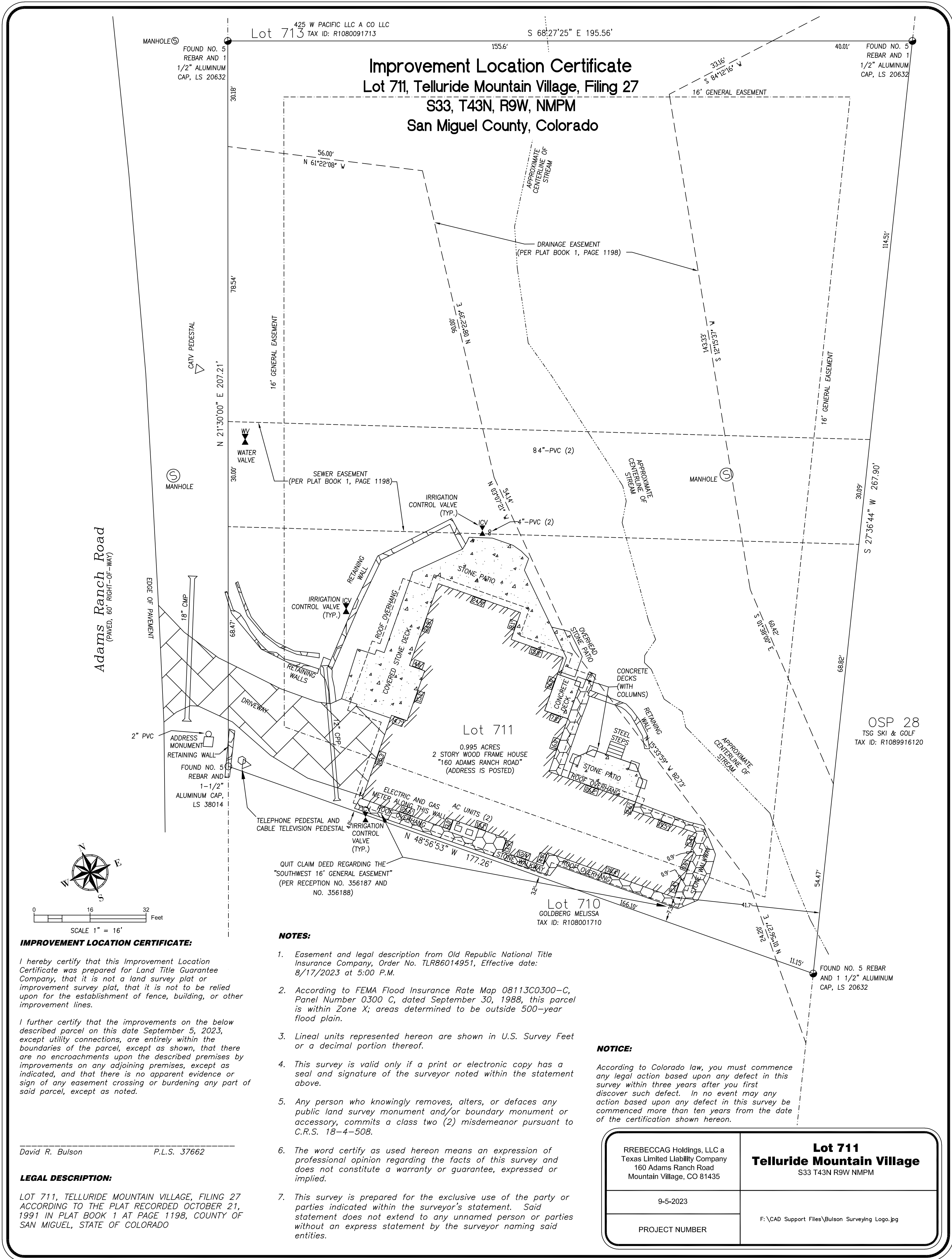
The foregoing Easement Vacation and Quit Claim Deed was signed and acknowledged before me this ____ day of _____, 2025, by Marti Prohaska as Mayor and Susan Johnston as Town Clerk of Mountain Village, Colorado.

WITNESS my hand and official seal. My commission expires: _____

Notary Public

Exhibit A

Partial Drainage Easement Vacation Exhibit



Improvement Location Certificate
Lot 711, Telluride Mountain Village, Filing 27
S33, T43N, R9W, NMPM
San Miguel County, Colorado

IMPROVEMENT LOCATION CERTIFICATE:

I hereby certify that this Improvement Location Certificate was prepared for Land Title Guarantee Company, that it is not a land survey plat or improvement survey plat, that it is not to be relied upon for the establishment of fence, building, or other improvement lines.

I further certify that the improvements on the below described parcel on this date September 5, 2023, except utility connections, are entirely within the boundaries of the parcel, except as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, except as indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, except as noted.

David R. Bulson P.L.S. 37662

LEGAL DESCRIPTION:

LOT 711, TELLURIDE MOUNTAIN VILLAGE, FILING 27 ACCORDING TO THE PLAT RECORDED OCTOBER 21, 1991 IN PLAT BOOK 1 AT PAGE 1198, COUNTY OF SAN MIGUEL, STATE OF COLORADO

NOTES:

- Easement and legal description from Old Republic National Title Insurance Company, Order No. TLR86014951, Effective date: 8/17/2023 at 5:00 P.M.
- According to FEMA Flood Insurance Rate Map 08113C0300-C, Panel Number 0300 C, dated September 30, 1988, this parcel is within Zone X; areas determined to be outside 500-year flood plain.
- Lineal units represented hereon are shown in U.S. Survey Feet or a decimal portion thereof.
- This survey is valid only if a print or electronic copy has a seal and signature of the surveyor noted within the statement above.
- Any person who knowingly removes, alters, or defaces any public land survey monument and/or boundary monument or accessory, commits a class two (2) misdemeanor pursuant to C.R.S. 18-4-508.
- The word certify as used hereon means an expression of professional opinion regarding the facts of this survey and does not constitute a warranty or guarantee, expressed or implied.
- This survey is prepared for the exclusive use of the party or parties indicated within the surveyor's statement. Said statement does not extend to any unnamed person or parties without an express statement by the surveyor naming said entities.

NOTICE:

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

RREBECCAG Holdings, LLC a Texas Limited Liability Company 160 Adams Ranch Road Mountain Village, CO 81435	Lot 711 Telluride Mountain Village S33 T43N R9W NMPM
9-5-2023	
PROJECT NUMBER	F:\CAD Support Files\Bulson Surveying Logo.jpg

10/25/24

Robert Gutierrez
160 Adams Ranch Rd.
Mountain Village, 81435

RE: Wetland locations on Lot 711, Telluride Mountain Village

Dear Robert,

At your request, on October 22, 2024, I investigated Lot 711 in the Telluride Mountain Village to evaluate and confirm existing wetland boundaries identified as part of a site plan survey for the design team, to plan and prepare for a remodel and enhancement of the outdoor living areas on the lot.

Lot 711 is adjacent to the Telluride Ski and Golf course and the wetlands identified here are part of a drainage easement and a historic wetland restoration project that was completed around the golf course in the early 2000s. **It is recommended that the drainage easement in place along the eastern boundary of Lot 711 and the western boundary of Snowshoe Creek, be realigned to match the wetland delineation boundary identified.** This will protect and better define the wetlands associated with the wetland riparian corridor and Snowshoe Creek channel. The purpose of the drainage easement is to provide drainage and natural water flow dictated by the hydrologic regime supporting the stream channel and wetlands in this area. These hydrologic regimes are limited to the boundaries identified in the wetland survey and protected by the Clean Water Act legislation. **By realigning the drainage easement to reflect these resource limits, owners, managers, and regulators can optimize design goals and the understanding of the extent of these critical resources.**

This time of year, is the end of the growing season when the vegetation is going into the dormant wintering stage and has completed its growth cycle for the summer season. The hydrologic component represents its dry season levels and the vegetation has completed its annual growth so that it is easily identifiable.

The adjacent riparian corridor is along the lower reach of Snowshoe Creek just above the confluence with Skunk Creek. This wet area creates a golfing water hazard in the drop zone along Hole 6. This time of year, the water in most creeks around Mountain Village are supplied from groundwater seeps and high-water tables. Snowshoe Creek adjacent to the Lot 711 property is currently flowing at about 30 gallons per minute.

The riparian corridor surrounding Snowshoe Creek is well stratified with an overstory of *Salix monticola* and *Ribes lacustre*. The herbaceous plants beneath this canopy contain a diverse community of sedge grasses, *Carex utriculata*, and flowering forbes, such as *Mertensia ciliata*, *Aconitum columbianum*, *Nasturtium officinale*, and *Urtica dioica*. All of these species have wetland indicator status of obligates (OBL) or facultative wetland (FACW) status. The climax community has a well-developed root matrix which helps to stabilize the drainage from erosional head cutting and serves an important role in flood mitigation, nutrient uptake, and water storage. This can be seen in the hummocky nature of the willow shrubs and meandering creek bed below them.

I flagged the western boundary of the wetland delineation with 22 pink wetland delineation pin flags, and extended the delineation beyond the lot boundaries to include the full extent of the wetlands into golf course open space. These boundary flags were surveyed and included on the site plan as delineated

wetlands. This is illustrated on the exhibit attached to the report. They are numbered 1 – 22 from the southeast corner of the lot to the north.

After digging soil pits and observing the soils, it was determined that Soil Pit #1 had hydric characteristics including redox elements and gleying which are valuable wetland soil types associated with surface water ecosystems. The soil pit was very wet, with the saturation near the ground surface. By comparison, Soil Pit #2 was dug in an upland area of the Lot 711 landscape approximately 80 feet from Soil Pit #1 to show the differences in soils, vegetation, and hydrology between the wetland and upland communities. Soil Pit #2 showed drier soils with some anoxic characteristics but remarkably different vegetative composition and no hydrologic indicators. Therefore, the wetland as flagged on Lot 711 surrounding Soil Pit #1 appears to possess the vegetation, hydric soils, and hydrology necessary for a jurisdictional wetland of the United States, and is regulated by ACOE.

Photos to this report as well as the wetland delineation determination forms for the 2 soil pits and sampling plots are attached.

It seems reasonable that impacts to the wetlands identified on Lot 711 from a redesign development of the home site can be avoided. It is important to implement Best Management Practices (BMPs) for the wetlands during construction to protect these sensitive resources in Mountain Village. These BMPs should include construction methods such silt fencing, construction fencing, tree and shrub protections, storm water management plans, hazardous material disposal plans, and re vegetation plans with native non-invasive grass seed mixes specified as required.

It should also be noted the presence and severe spread of the Canadian thistle in the wetlands and upland (northern) areas of the lot. Canadian thistle, *Cirsium arvense*, is an aggressive noxious weed which is classified as a List A invasive weed species by the state of Colorado and must be controlled. The Town of Mountain Village has experts on staff that may assist you, in your noxious weed control efforts.

Lot 711's proximity to the Skunk and Snowshoe Creek wetland complex is an asset to the property. Wetlands provide wildlife habitat, water storage, and flood mitigation for the environment and are considered a valuable natural resource in Telluride and Mountain Village. Skunk and Snowshoe Creeks are tributaries to Prospect Creek and the San Miguel River, which flows downstream to eventually feed the Colorado River. During construction and earthwork activities, it is imperative to protect the ecological values of this delineated wetland, which will in turn preserve the natural character of Mountain Village and maximize the overall value of the lot. By realigning the drainage easement in this area to reflect the Waters of the US, the wetland impacts can be avoided and the protection of natural water flow drainage can remain protected.

Thank you,

Patrick Drew
Drew Water Works
PO Box 236
131 S. Picker St.
Rico, CO 81332
970-708-2081
patwdrew@gmail.com



COMMUNITY DEVELOPMENT DEPARTMENT

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

Agenda Item # 16

TO: Mountain Village Town Council
FROM: Amy Ward, Community Development Director
FOR: March 20, 2025
DATE: March 11, 2025
RE: Consideration of a Dewatering and Discharge Agreement between the Town of Mountain Village and MVFHG Telluride Properties LLV

PROJECT GEOGRAPHY



Legal Description: Lot 161C-R, Town of Mountain Village, according to the plat recorded April 2, 1999, in Plat Book 1 at Page 2529 - 2530, County of San Miguel, State of Colorado AND Tract OS 3XRR-1, Tract OS 3XRR-2, and Tract OS 3BR-2R-1, more defined and described on the plat thereof recorded in the Clerk and Recorder's office of San Miguel County, Colorado, on September 26, 2023, at reception number 482496.

Address: TBD Mountain Village Blvd.
Applicant/Agent: Dale Reed, Merrimac Partners LLC and MVFHG Telluride Properties LLC
Owner: Town of Mountain Village

Zoning: Village Center
Existing Use: Vacant
Proposed Use: Temporary Dewatering for Excavation
Adjacent Land Uses:

- **North:** Mixed Use (Westermere)
- **South:** Mixed Use (Future Four Seasons)
- **East:** Mixed Use (Future Four Seasons)
- **West:** Mixed Use (Le Chamonix)

ATTACHMENTS

Exhibit A: DEWATERING AND DISCHARGE AGREEMENT
Exhibit B: Dewatering Plan

REQUEST

Future Development on Lots 161C-R, 67, 69R-2 AND 71R, TRACT OS-3Y, AND PORTIONS OF OS-3BR-2 AND OS-3XRR (TO BE REPLATTED AS 161C-RR) were approved through our Site Specific Development PUD and Major Subdivision processes on September 8, 2022. The original application was brought through by Merrimac Fort Partners, LLC, but once the land exchange is finalized a new entity created specifically for this development called MVFHG Telluride Properties LLC will be the landowner and development team. The development is a mixed use residential/hotel development with associated commercial spaces and is slated to become the home of the future Four Seasons Hotel and Residences.

During geotechnical explorations post approval, groundwater was found to be present on the site that would require temporary dewatering during excavation and foundation construction. The development team is requesting a license agreement for temporary discharge of water from 32 wells into the Gorrano Creek watershed. Water would be filtered before discharge, and a mandated schedule of testing is proposed to assure water quality meets Colorado Department of Health and Environment (CDPHE) standards as described in Exhibit C of the proposed agreement.

STAFF ANALYSIS AND RECOMMENDATION

Within the proposed agreement there are a number of items that were important to staff, some of which are summarized below:

- 2.2 generally describes the length of validity which is 18 months with an option for extension. This is a temporary agreement and is not intended to permit permanent dewatering
- 2.3.1 requires the developer to obtain all necessary permits and approvals, so if for instance this isn't permitted by CDPHE the Town would be under no obligation to allow discharge. Also allows for Town to have this plan reviewed by third party prior to installation of dewatering system
- 2.3.2 requires the developer to install a headgate at the pond outflow which allows for better control of pond levels during construction and into the future
- 2.3.3 requires an amendment to the discharge pipe specification that would better diffuse discharged water to prevent any undercutting of the stream bank at the point of discharge
- 2.3.4 describes required water testing of discharge and outflow of the pond and physical inspections of the downstream area

- 3.1 outlines developer liability including any damage to any real or personal property (in addition to Town property)

Staff feels that the agreement addresses any concerns raised by the Town and recommends approval of the Dewatering and Discharge Agreement as proposed.

PROPOSED MOTION

I move to approve the Dewatering and Discharge Agreement between the Town of Mountain Village and MVFHG Telluride Properties LLV as proposed in the staff memo of record dated March 11, 2025 and the findings of this meeting.

/aw

DEWATERING AND DISCHARGE AGREEMENT

THIS DEWATERING AND DISCHARGE AGREEMENT (“**Agreement**”), made effective as of _____, 2025 (“**Effective Date**”), is made by and between The Town of Mountain Village, Colorado, a Colorado home rule municipality and subdivision of the state of Colorado (the “**Town**”) and MVFHG Telluride Properties LLC, a Delaware Limited Liability Company (the “**Developer**”). Town and Developer are sometimes collectively referred to as the “**Parties**” and sometimes individually referred to as a “**Party**”.

RECITALS

- A. The Town is the fee simple owner of certain real property located in San Miguel County, Colorado, as more fully described in **Exhibit A** attached hereto (the “**Town Property**”). A pond is located on the Town Property in the general location shown on **Exhibit A-1** hereto.
- B. Developer is in the process of developing a major hotel project on that certain real property described on **Exhibit B** attached hereto (the “**Premises**”) pursuant to Ordinance No. 2022-09 approved by the Town.
- C. Developer has discovered groundwater on the Premises and wishes to drain and dewater the Premises by piping such water over and discharging such groundwater onto Town Property in the areas identified on Exhibit A-1 (the “**License Area**”).
- D. The general design and layout of the dewatering system is summarized and depicted on **Exhibit C** attached hereto (the “**Dewatering System**”).
- E. At the request of Developer, the Town has agreed to allow Developer to dewater the Premises into the License Area, subject to the continuing compliance with the terms, conditions, and restrictions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and agreements made and entered into by the Parties, the sufficiency of which is hereby acknowledged, the undersigned Parties hereby agree as follows:

1. **Recitals.** The above Recitals are incorporated herein by this reference.
2. **Dewatering and Discharge Approval; Grant of License.**

2.1 Subject to the continuing compliance with terms, conditions and restrictions set forth herein, and subject to any modifications required by Colorado Department of Public Health and Environment (“**CDPHE**”) requirements and/or Town staff review, the Town hereby agrees to allow Developer to drain groundwater from the Premises over and/or pipe and discharge groundwater from the Premises over and onto the License Area and grants Developer a license for the foregoing (the “**License**”). Pursuant to the License granted herein, Developer and its engineers, contractors, agents, employees, and consultants (“**Authorized Users**”) (i) may install, use, operate, and maintain the Dewatering System on the License Area, (ii) shall have reasonable vehicular and pedestrian access to and use of the License Area for purposes necessary for and related to the License, and (iii) may use such equipment on the License Area as is reasonably necessary to facilitate the dewatering of the Premises ((i) – (iii) referred to collectively as the “**Authorized Uses**”). The License grant is temporary and revocable and otherwise a non-exclusive grant

and is subject to relocation and/or termination as provided for herein. Access to and use of the License Area shall be at the Authorized Users' sole risk and peril. The Town does not assume any risk, liability, or exposure to any Authorized User or other third party who accesses the License Area to undertake the Authorized Uses.

2.2 The License is granted for a term that shall commence upon the Effective Date and extend to and through the earliest to occur of: (a) the completion of the dewatering required by Developer, (b) the date that is eighteen (18) months from the Effective Date, or (c) an event of a default by Developer hereunder that remains uncured following notice and cure (the "**License Term**"). The License Term may be extended by mutual agreement of the Parties.

2.3 The use of the License Area by the Authorized Users and the exercise of their rights hereunder is subject to the following requirements, restrictions, and limitations:

2.3.1 Prior to installing any portion of the Dewatering System or commencing any work on or within the License Area, Developer, at its sole cost and expense, shall obtain all permits and approvals from all applicable and appropriate governmental entities or agencies necessary to perform the dewatering and discharge work contemplated herein. Developer shall be solely responsible for determining which permits and approvals are necessary for such work. Developer shall provide copies of all such permits and approvals to the Town prior to commencement of any work or activity on or in the License Area. Developer shall further submit to a review of the Dewatering System plans by a third-party entity to be designated by the Town, prior to installing any components of the Dewatering System.

2.3.2 Developer shall, at its cost and expense, install an improved headgate at the pond outflow to control pond levels. Specifications and completion of the improved headgate shall be reviewed by Town staff.

2.3.3 Prior to operating any portion of the Dewatering System, Developer shall provide discharge pipe specifications demonstrating that discharge water flow will not erode or undercut the western bank of Gorrano Creek. Developer will use a dewatering bag or hose monster to ensure discharge is not directed at the bank.

2.3.4 Developer shall, at its cost and expense, install and maintain a monitoring system on the inflow into the creek within the License Area to monitor water quality levels. Said system shall monitor standard quality indicators including, but not limited to, flow, as measured in million gallons per day, total volume, and duration, all to be calculated by the Rain for Rent discharge array with a digital recording device; total suspended solids, monitored monthly, calculated from data collected at the point of discharge; oil and grease content, monitored weekly by visual inspection, not to exceed a hydrocarbon presence of 10 milligrams per liter when present; pH, monitored monthly by a calibrated PH meter at the point of discharge, to be between 6.0 and 9 standard units. The foregoing may be subject to change to comply with the CDPHE permit obtained for the project. Developer shall also conduct a daily visual inspection of the Dewatering System and pond for physical blockages of the outlet from the pond to Mountain Village Blvd. Additionally, Developer shall monitor monthly the turbidity (suspended solids) from the outflow of the pond. In the event the readings show elevated levels in violation of applicable standards or other water quality issues or in the event of any physical blockage of the system or pond, Developer shall, without delay, take all actions necessary to remediate the issue(s) to the satisfaction of the Town including, without limitation, ceasing dewatering operations until the issue is resolved. The monitoring system shall remain in place and in good working order for the duration of the License Term and shall be removed by Developer at the end of the License Term.

2.3.5 Developer shall be solely responsible for and shall promptly pay for any and all costs and expenses

arising out of or related to designing, permitting, installing and, if applicable, removing the Dewatering System and restoring the License Area to substantially the same condition it was in as of the Effective Date. The Town shall have no liability or responsibility for the payment of any such costs/expenses.

2.3.6 The License and the License Area shall only be used for the Authorized Uses specified herein, and the Authorized Users shall have no right to use the License Area for any other or additional use or purpose, except as may be authorized from time to time in writing by the Town. No other uses, express or implied, are authorized by this Agreement.

2.3.7 While undertaking any work associated with the exercise of the Authorized Uses, Developer shall: (a) maintain the License Area and Town Property in a clean, safe, and orderly condition, consistent with general construction trade practices in the area; (b) adhere to appropriate safety measures and devices, (c) perform its work in a professional, workmanlike manner, (d) comply with all applicable federal, state, and local laws, rules, regulations, and safety standards, including, without limitation, all water quality standards; (e) minimize any disturbance to the Town Property, including any vegetation, ditches, structures, improvements or facilities located or to be located thereon; and (f) protect the Town Property from any impacts attributable to the work which would in any way negatively impact the Town Property and, if any such impacts do occur, Developer shall promptly remediate and restore the Town Property at its cost and expense, which shall be completed to the reasonable satisfaction of the Town. Upon completion of such work, Developer shall restore the Town Property to the condition that pre-existed prior to Developer's site disturbance activities and such restoration shall be completed to the reasonable satisfaction and approval of the Town.

3. **Indemnification and Liability of the Parties.**

3.1 Developer shall indemnify, defend, and hold the Town and its elected and appointed officials, employees, contractors, agents, and representatives (the "**Town Parties**") harmless from all actions, causes of action, claims, complaints (including regulatory complaints), demands, liabilities, losses, fines, costs and expenses (including attorneys' fees and costs), and damage or injury (including death) to any person or property (each a "**Claim**" and, collectively, "**Claims**") arising out of or related to the Authorized Users' use of the License Area or their performance of the dewatering work or otherwise under this Agreement, including, without limitation, Developer's failure to obtain all necessary permits and approvals per Section 2.3.1, above, and any damage caused to the Town Property or any other real or personal property or structures caused by any stoppage, flooding, or leakage related to the Dewatering System. Excluded from the foregoing are any Claims arising out of the negligent or intentional acts or omissions of the Town.

3.2. Developer shall be responsible for and reimburse the Town for any and all damage to Town Property and injury or damage to persons or property thereon caused by the acts or omissions of Developer or its employees, agents, invitees, licensees, or contractors.

3.3. Developer shall protect, indemnify, defend, and hold the Town Parties harmless from and against any and all Claims directly or indirectly arising out of or attributable to the presence, release, spill, discharge, leak, disposal, or emission of any hazardous materials as defined under federal law on, under, or about the License Area including, without limitation: (1) all actual damages; (2) the costs of any required or necessary repair, remediation or detoxification of the License Area or abutting property; and (3) the preparation and implementation of any closure, remedial, or other required plans; provided, however, that this indemnity shall not include hazardous materials which existed on the License Area prior to the Effective Date.

3.4. The provisions of this Section 3 and its subparts shall survive the expiration or termination of this Agreement and the exercise of any other remedy by the Town.

4. **Miscellaneous**

4.1 **Assignment.** Developer may not assign this Agreement to any third-party without the prior written consent of the Town, which consent shall not be unreasonably withheld. The Town may assign this Agreement to a successor owner of the Town Property without notice to or consent of Developer.

4.2 **Recording.** This Agreement shall not be recorded unless approved by both parties.

4.3 **Time of the Essence.** Time is of the essence of this Agreement and for the performance of each of the duties and obligations provided herein.

4.4 **Governing Law; Remedies; Costs and Expenses.** This Agreement shall be construed under and governed by the laws of the State of Colorado, with jurisdiction and venue restricted to a court of competent jurisdiction in San Miguel County, Colorado. The parties consent to the jurisdiction and venue of such courts. A party may pursue any and all available remedies under applicable law, including, without limitation, injunctive relief and specific performance. All of the rights and remedies of the parties under this Agreement shall be cumulative. In any action to enforce or construe the terms of this Agreement, the substantially prevailing party shall be entitled to recover all legal and related court costs, including all reasonable attorneys' fees and expert witness fees, costs, and expenses. In the event of a default, the Town shall send written notice to the Developer stating the grounds for the default and the steps that need to be taken to cure the default within a reasonable cure period stated in the notice of default.

4.5 **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be found invalid or unenforceable, such finding shall not affect the validity of the remaining provisions of this Agreement, and the remaining provisions shall remain in full force and effect.

4.6 **Notice.** All notices, demands or writings in this Agreement provided to be given or made or sent that may be given or made or sent by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and delivered either by personal delivery, Email, or United States Mail (certified, return receipt requests and postage pre-paid), and addressed to the party at the below-stated mailing address or email address. The mailing address or email address to which any notice, demand, or writing shall be sent may be changed by sending written notice to each party notifying the party of the change.

<u>Town:</u> Town of Mountain Village Attn.: Paul Wisor, Town Manager 455 Mountain Village Blvd., Suite A Mountain Village, CO 81435 Email: pwisor@mtnvillage.org	<u>Developer:</u> MVFHG Telluride Properties LLC 17 NE 4 th Street Fort Lauderdale, FL 33301
<u>With a Copy to:</u> Garfield & Hecht, P.C. 910 Grand Ave., Suite 201 Glenwood Springs, CO 81601 Email: dmcconaughey@garfieldhecht.com	<u>With a Copy to:</u>

4.7 **Parties Representations.** In entering into this Agreement, Developer acknowledges and agrees and represents and warrants that Developer: (a) will perform its duties and obligations in a commercially reasonable and good faith manner and that this commitment is being relied upon by the Town; (b) is a duly

qualified and existing entity, capable of doing business in the state of Colorado; and (c) has actual and express authority to execute this Agreement, has taken all actions necessary to obtain such authorization, the Agreement constitutes a binding obligation of Developer, and the person signing below is duly authorized and empowered to execute this Agreement on behalf of Developer.

4.8 **Entire Agreement.** This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and no other representations, promises, agreements or understandings or obligations with respect to the payment of consideration or agreements to undertake other actions regarding the subject matter hereof shall be of any force or effect unless in writing, executed by all Parties hereto and dated after the date hereof.

4.9 **Modifications and Waiver.** No amendment, modification or termination of this Agreement or any portion thereof shall be valid or binding unless it is in writing, dated subsequent to the date hereof and signed by each of the Parties hereto. No waiver of any breach, term or condition of this Agreement by any party shall constitute a subsequent waiver of the same or any other breach, term or condition.

4.10 **Counterparts and Electronic Copies and Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Scanned/emailed, DocuSign, or facsimile copies of any party's signature hereon shall be deemed an original for all purposes of this Agreement, and the parties consent to the use of electronic signatures hereon.

4.11 **Governmental Immunity.** Nothing herein is intended to waive and does not waive any rights, privileges, or protections available to the Town under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.* ("CGIA"), and the Town expressly reserves all such rights, privileges, and protections of the CGIA.

4.12 **TABOR.** All direct and indirect financial obligations of the Town under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate the Town to make any payment in any year in excess of amounts budgeted and appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant by the Town to or in aid of any person, company, or corporation within the meaning Colorado law.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, intending it to be effective as of the Effective Date.

TOWN:

Town of Mountain Village,
A Colorado home rule municipality

By: _____
Paul Wisor, Town Manager

DEVELOPER:

MVFHG Telluride Properties LLC
A Delaware limited liability company

By: _____
Name:
Title:

EXHIBIT A
(Town Property)

Tract OS 3XRR-1, Tract OS 3XRR-2, and Tract OS 3BR-2R-1, more defined and described on the plat thereof recorded in the Clerk and Recorder's office of San Miguel County, Colorado, on September 26, 2023, at reception number 482496.

EXHIBIT A
(Depiction of License Area)

The License Area includes the pond and intervening land circled in red, below

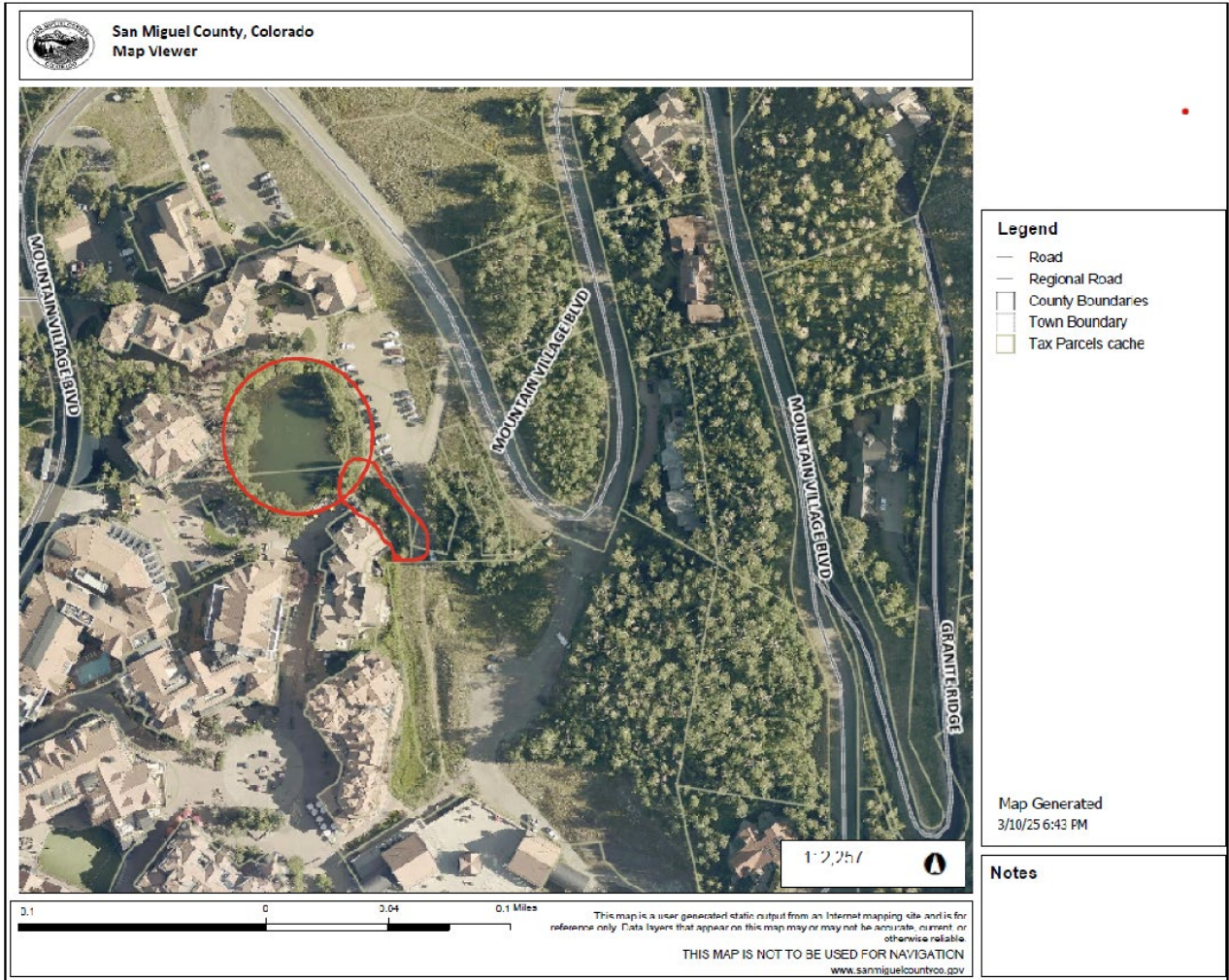


Exhibit B
(Description of Premises)

Lot 161C-R, Town of Mountain Village, according to the plat recorded April 2, 1999, in Plat Book 1 at Page 2529 - 2530, County of San Miguel, State of Colorado.

Exhibit C
(Description and Depiction of Dewatering System)

DEWATERING NARRATIVE

Lot 161-CRR project is a multi-structure hotel and residence project located in the Town of Mountain Village on a series of lots that have been platted for a hotel since the original PUD that formed the Mountain Village. During geotechnical testing groundwater was found to be present at depths near 20' below grade (location dependent) on average. Excavations on the most upslope portions of the site will be approximately 60' deep for foundation elements. An array of dewatering wells is intended for the upslope portions of the site to capture groundwater before it enters the excavation area. The wells will be connected via a manifold structure with discharge routed through a treatment system if necessary. Final discharges will be directed to the Village Pond or Gorrano Creek upstream of the pond. After foundation systems are in place, perimeter drainage will direct the local groundwater regime along its footer elevation, which at its lowest point, will drain into a series of sub-grade dry wells, as required by Town of Mountain Village building codes.

The team has engaged Rain for Rent to assist with the construction dewatering well installation and operations involving piping, settling tanks and filtration systems. There will be a total of (32) deep wells spaced 30ft apart. The wells will be drilled such that the bottom of the bore hole lies below the deepest point of excavation. Each well will have a minimum 12in diameter bore hole with a minimum 6in diameter slotted well casing. Each well will have a submersible pump with a 2in discharge hose with check valve and ball valve before connecting to a common 6in header discharge hose to the tank locations shown on the plan.

Target volumes for dewatering are approximately 400 gpm and the estimated outflow capacity from the pond is approximately 3,141 gpm which shows ample capacity. Site planning has identified a location on the downslope side of the project for the settling tanks and filters. A conservative approach was used with regard to the treatment system scale, and the limitations of staging areas on the site. Other best management practices will be installed/maintained in conjunction with a parallel Construction Stormwater Permit currently under review at CDPHE.

RAIN FOR RENT ENGINEERING

Western Oilfields Supply Company
3404 State Road; Bakersfield, CA 93308
Phone: 661-399-9128, Fax: 661-399-3211



Liquid Ingenuity

ENGINEER: Ryan Dufresne
DATE: 6/24/2024
ENG JOB NO: 01-29497
ENG DOC NO: 01-29497-01-02
QUOTE NO: -
REVISION: **Original**
ZOHNO: #116789

To: Joe Ramos

Branch: 1073 - Cortez

Customer: Weitz

Project: Weitz Telluride Dewatering

GIVEN INFORMATION:

This recommendation is for a dewatering system with a peak design flow rate of 400gpm, based on flow rate estimations from the dewatering section of the provided Geotechnical report. The discharge location has been assumed to be 200ft away.

ENGINEERED SOLUTION:

Professionally engineered solution to ensure a safely designed, and operable system.

Submersible Pump (Peak):

Flow: 400 gpm <Peak>
TDH: 92 ft

DP: 13gpm @ 92ft TDH

Static Suction Lift: 80.0 ft (fluid level to grade)

Total Friction Losses: 12.0 ft
Required Submergence: 0.5 ft (suction line to fluid level)

Submersible Pump (Average):

Flow: 300 gpm <Average>
TDH: 87 ft

DP: 9gpm @ 87ft TDH

Static Suction Lift: 80.0 ft (fluid level to grade)

Total Friction Losses: 6.9 ft
Required Submergence: 0.4 ft (suction line to fluid level)

PUMPS, PIPE, & HOSE: (approximate total lengths)

(32) GOL 3SDM3/8 Pumps
(32) 20 - 100 LF 2" Pump Discharge Hose
990 LF +/- 6" Header Discharge Hose
200 LF +/- 6" Common Discharge Hose

***Spillguards, PipeStax, and Hose Bridges are recommended**

SYSTEM DESIGN NARRATIVE:

The Rain for Rent Engineering Department is proposing a deep well dewatering system around the eastern perimeter of the excavation. There will be a total of (32) deep wells spaced 30ft apart. Due to differing grade elevations at the site, the deep wells shall be drilled such that the bottom of the bore hole lies at 9,500ft ASL. Each well will have a minimum 12in diameter bore hole diameter with a minimum 6in diameter slotted well casing. Each well will have a submersible pump. The discharge off of each pump shall be 2in discharge hose going to a 2in check valve and 2in gate/ball valve before connecting to a common 6in header discharge hose that discharges nearby. An air/vacuum vent is required upstream of each 2in check valve.

The recommendations contained herein were derived from calculations using published pump curves and information provided by customers, end users, project engineers, and/or other sources. Actual pump and system performance may vary. Any variations of the system's characteristics, including but not limited to, flow, suction lift, discharge distance, and/or submergence may require changes to the system(s). Any system recommendation changes may result in additional cost. In such cases, a change order will be required to proceed. All information contained herein or disclosed by this document is considered confidential and proprietary. Any disclosure, reproduction and/or distribution of this document in whole or in part without the written authorization from Rain for Rent's Engineering Department is prohibited. Please see your estimate and rental agreement for additional terms and conditions, these recommendations are incorporated as a part of those contractual documents.

RAIN FOR RENT ENGINEERING

Western Oilfields Supply Company
 3404 State Road; Bakersfield, CA 93308
 Phone: 661-399-9128, Fax: 661-399-3211



Liquid Ingenuity

ENGINEER: Ryan Dufresne
 DATE: 6/24/2024
 ENG JOB NO: 01-29497
 ENG DOC NO: 01-29497-01-02
 QUOTE NO: -
 REVISION: **Original**
 ZOH0 NO: #116789

To: Joe Ramos
 Branch: 1073 - Cortez
 Customer: Weitz
 Project: Weitz Telluride Dewatering

PUMP INFORMATION:

	PUMP MODEL	NO	FLOW	SYSTEM FLOW	TDH
Primary Pump(s):	GOL Pumps 3SDM3/8	32	13 gpm each	400 gpm 0.58 MGD	92.0 ft
Backup Pump(s):	GOL Pumps 3SDM3/8		13 gpm each		92.0 ft

Operating primary and backup pump(s) all at once may cause an unsafe flow velocity in discharge piping

PIPE INFORMATION:

Pipe Specifications	Discharge - Pump	Discharge - Common
Type	Discharge Hose	Discharge Hose
Minimum Pressure Rating	150 psi	150 psi
Fitting	Camlock	Camlock
Nominal Dia (in)	2	6
I.D. (in)	2.000	6.000
Length (ft)	100	200
Max Flow (gpm)	13	400
Max Velocity (ft/s)	1.3	4.5
C-Value	140	140

CALCULATIONS:

Total Dynamic Head (TDH) - Peak Flow Rate

Friction Loss (FT)	Description
80.00	Ft. Fluid Level ==> Grade
0.41	Ft. Pump Discharge Piping
0.06	Ft. Pump Discharge Valves/Fitting/Etc.
7.55	Ft. Header Pipe
0.17	Ft. Check Valve(s)
0.29	Ft. Manifolding
2.38	Ft. Common Discharge Piping
0.72	Ft. Common Discharge Valves/Fittings/Etc.
0.06	Ft. Entrance Loss
0.32	Ft. Exit Loss
0.00	Ft. Elevation Change
92.0	FT
39.8	PSI

Suction Hose/Pipe Required Minimum Submergence = 0.5 ft

Formulas:

Hazen-Williams:

$$h_f = 0.002083 * L \left(\frac{100}{C} \right)^{1.85} \left(\frac{Q^{1.85}}{d^{4.8655}} \right)$$

Fitting Loss:

$$h_f = K \left(\frac{V^2}{2g} \right)$$

Submergence:

$$S = d + 0.574 \frac{gpm}{d^{1.5}}$$

The recommendations contained herein were derived from calculations using published pump curves and information provided by customers, end users, project engineers, and/or other sources. Actual pump and system performance may vary. Any variations of the system's characteristics, including but not limited to, flow, suction lift, discharge distance, and/or submergence may require changes to the system(s). Any system recommendation changes may result in additional cost. In such cases, a change order will be required to proceed. All information contained herein or disclosed by this document is considered confidential and proprietary. Any disclosure, reproduction and/or distribution of this document in whole or in part without the written authorization from Rain for Rent's Engineering Department is prohibited. Please see your estimate and rental agreement for additional terms and conditions, these recommendations are incorporated as a part of those contractual documents.

RAIN FOR RENT ENGINEERING

Western Oilfields Supply Company
 3404 State Road; Bakersfield, CA 93308
 Phone: 661-399-9128, Fax: 661-399-3211



Liquid Ingenuity

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 ZOH0 NO: #116789

To: Joe Ramos
 Branch: 1073 - Cortez
 Customer: Weitz
 Project: Weitz Telluride Dewatering

PUMP INFORMATION:

	PUMP MODEL	NO	FLOW	SYSTEM FLOW	TDH
Primary Pump(s):	GOL Pumps 3SDM3/8	32	9 gpm each	300 gpm 0.43 MGD	86.9 ft
Backup Pump(s):	GOL Pumps 3SDM3/8		9 gpm each		86.9 ft

Operating primary and backup pump(s) all at once may cause an unsafe flow velocity in discharge piping

PIPE INFORMATION:

Pipe Specifications	Discharge - Pump	Discharge - Common
Type	Discharge Hose	Discharge Hose
Minimum Pressure Rating	150 psi	150 psi
Fitting	Camlock	Camlock
Nominal Dia (in)	2	6
I.D. (in)	2.000	6.000
Length (ft)	100	200
Max Flow (gpm)	9	300
Max Velocity (ft/s)	1.0	3.4
C-Value	140	140

CALCULATIONS:

Total Dynamic Head (TDH) - Peak Flow Rate

Friction Loss (FT)	Description
80.00	Ft. Fluid Level ==> Grade
0.24	Ft. Pump Discharge Piping
0.03	Ft. Pump Discharge Valves/Fitting/Etc.
4.34	Ft. Header Pipe
0.09	Ft. Check Valve(s)
0.16	Ft. Manifolding
1.40	Ft. Common Discharge Piping
0.41	Ft. Common Discharge Valves/Fittings/Etc.
0.04	Ft. Entrance Loss
0.18	Ft. Exit Loss
0.00	Ft. Elevation Change
86.9	FT
37.6	PSI

Suction Hose/Pipe Required Minimum Submergence = 0.4 ft

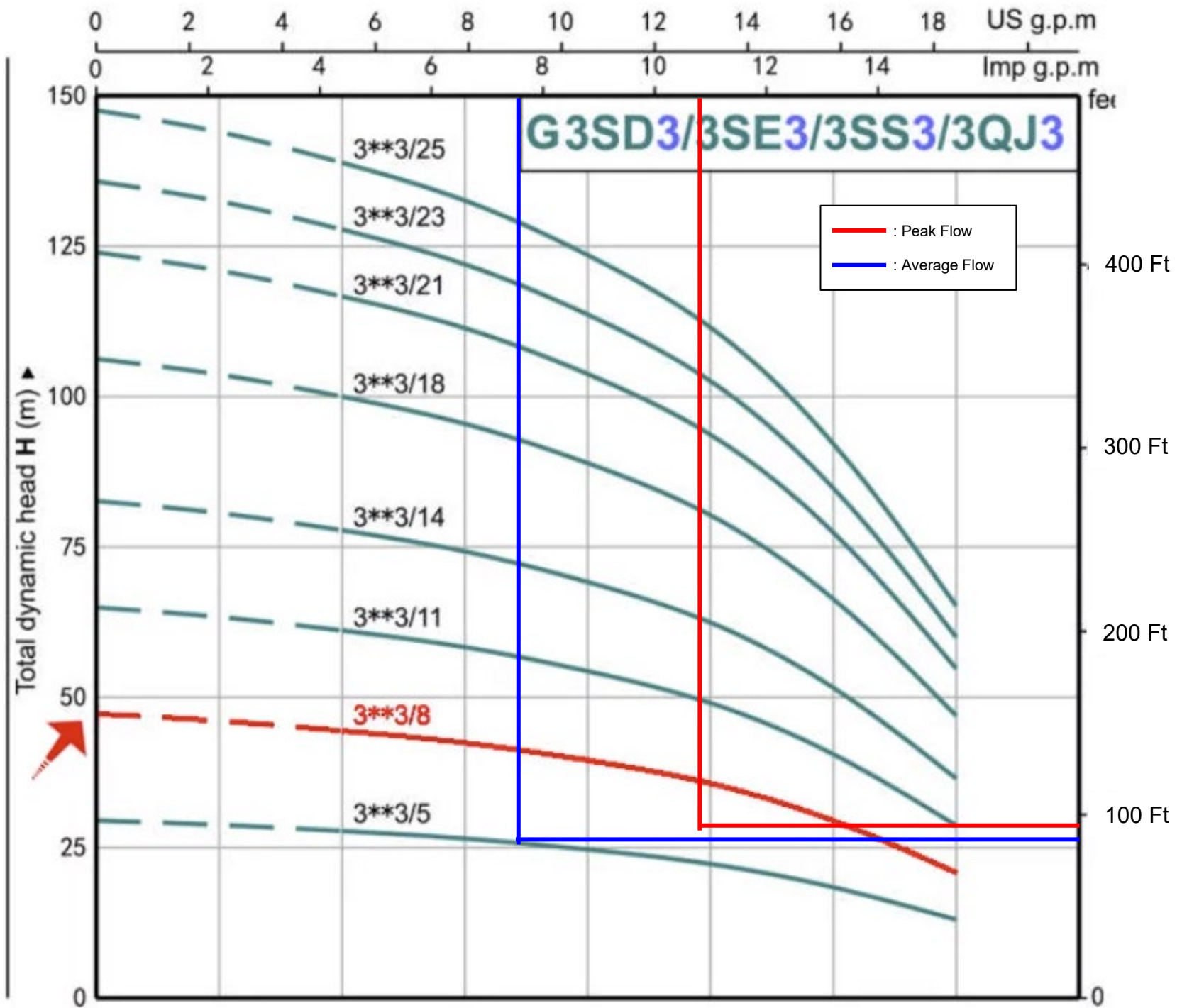
Formulas:

Hazen-Williams:
$$h_f = 0.002083 * L \left(\frac{100}{C} \right)^{1.85} \left(\frac{Q^{1.85}}{d^{4.8655}} \right)$$

Fitting Loss:
$$h_f = K \left(\frac{V^2}{2g} \right)$$

Submergence:
$$S = d + 0.574 \frac{gpm}{d^{1.5}}$$

The recommendations contained herein were derived from calculations using published pump curves and information provided by customers, end users, project engineers, and/or other sources. Actual pump and system performance may vary. Any variations of the system's characteristics, including but not limited to, flow, suction lift, discharge distance, and/or submergence may require changes to the system(s). Any system recommendation changes may result in additional cost. In such cases, a change order will be required to proceed. All information contained herein or disclosed by this document is considered confidential and proprietary. Any disclosure, reproduction and/or distribution of this document in whole or in part without the written authorization from Rain for Rent's Engineering Department is prohibited. Please see your estimate and rental agreement for additional terms and conditions, these recommendations are incorporated as a part of those contractual documents.



Transfer of System Operations



Date:	Time:
Weather / Temperature:	

S M T W Th F S

Project Name: Weitz Telluride Dewatering	Location:
Customer / Client:	Manager:
Contract #:	Rain for Rent Rep:
Rain for Rent Engineering Job #: 01-29497-01-02	

System Details

Hydrotest Passed? Y N	Start Time:	#REF!
	End Time:	Actual Flows:
PSI Achieved:		Ideal System RPM:
Pressure Source:		#REF!

System Performance Acknowledgement / Understanding

	Both Party Initials
The system installed meets all contractual expectations and design flows to date and has been tested to ensure that flow rates and performance meet customer requirements	<input style="width: 50px; height: 20px;" type="text"/>
The system may shut down due to (but not limited to) excessive debris, stuck rags/mops/rope, lack of fuel, excessive flows, exceeded suction lift, etc.	<input style="width: 50px; height: 20px;" type="text"/>
It is the duty of _____ to ensure the functionality of the system if such things cause the disruption of system performance; this process may involve removal of pump parts to remove debris/obstructions	<input style="width: 50px; height: 20px;" type="text"/>
Customer is responsible for safe and effective system operation in all circumstances ,including, but not limited to manual operation onsite, remote control or system automation using other means.	<input style="width: 50px; height: 20px;" type="text"/>
Rain for Rent has recommended that at least ___ men, trained on this system, be on site at all times w/ backup lifting equipment/tools necessary to ensure timely restoration of a down system	<input style="width: 50px; height: 20px;" type="text"/>
Contact with sewage or non-potable water sources poses a health hazard; proper PPE and immunizations are necessary to prevent illnesses to those working on this system	<input style="width: 50px; height: 20px;" type="text"/>
Your Rain for Rent contact person is _____ and can be reached at _____	<input style="width: 50px; height: 20px;" type="text"/>
If Rain for Rent responds to system issues that are not the fault of Rain for Rent, you will be billed on a T&M basis with a minimum 4 hour call out time	<input style="width: 50px; height: 20px;" type="text"/>
Increasing the system RPM's will not always increase flow rates; Use recommended settings. If flows exceed system design, customer is responsible for resulting issues that will occur	<input style="width: 50px; height: 20px;" type="text"/>
Spills not caused by Rain for Rent will be the responsibility of the customer to mitigate	<input style="width: 50px; height: 20px;" type="text"/>

I have verified that the information on this form is true and accurate to the best of my knowledge.
I agree that this system has been properly transferred to the above named customer.

Customer / Client Approval

_____ (Print Name)
 _____ (Sign)

Rain for Rent Approval

_____ (Print Name)
 _____ (Sign)

RO# _____ WO# _____

WQ TESTING NARRATIVE

The State of Colorado CDPHE General Permit (COG080000) for Short-Term Dewatering has not been issued yet, so the exact terms and conditions of the permit are not yet known, however some assumptions can be made based on information and guidance provided by CDPHE. Typically, monitoring parameters will include the following required elements for dewatering via the use of dewatering wells as we propose to use:

- Flow, measured in Million Gallons per Day - This will be calculated by the Rain for Rent discharge array with a digital recording device.
- Flow, measured as Total Volume - This will be calculated by the Rain for Rent discharge array with a digital recording device.
- Flow, measured as Duration - This will be calculated by the Rain for Rent discharge array with a digital recording device.
- Total Suspended Solids - This will likely be a Monthly monitoring requirement, collected at the point of discharge after any treatment by the Rain for Rent array and sent to a lab for analytical results.
- Oil and Grease - This is a Visual monitoring requirement on a Weekly basis (in a practical sense it is a daily observation) looking for any oil sheen on a water surface. If a sheen is observed then a weekly sample is required with a maximum allowed hydrocarbon presence of 10 mg/L (milligrams per Liter).
- pH - This is a Monthly monitoring requirement, with monitoring completed at the point of discharge after the Rain for Rent array. Use of a calibrated pH meter in the field (Insitu) provides instantaneous results. pH must be between 6.0-9.0 s.u. (Standard Unit).

Water Quality monitoring will be a coordinated effort between Weitz, Rain for Rent and The Terra Firm, Inc.

The Construction Stormwater Permit typically is focused on the limitation of discharge of sediment to a water body from the job site. Sediment discharges are discussed in terms of Turbidity - a measurement of how much sediment is suspended in a water column (Total Suspended Solids). This discharge is typically managed through the installation and

maintenance of a construction site's BMP's (Best Management Practices) which include the use of straw wattles, straw bales, silt fencing and other settling/filtration management tools. All of the deployed BMP's are inspected as required by the site's Stormwater Management Plan - a guidance tool that defines the location of the BMP's and an associated maintenance schedule. Typically, BMP's are inspected weekly, or directly following a storm event. A Stormwater Management Plan is intended to be a dynamic document that is frequently updated with changes to installations and maintenance logs, and made available for review by CDPHE officials when requested. A Construction Stormwater Permit is required by CDPHE for all projects with greater than 1 acre of exposed ground on the job site. In a practical sense, all projects in the Town of Mountain Village are required to use BMP's to limit the movement of sediment off the job site.

Weitz will be the primary lead on BMP inspection and BMP maintenance. Rain for Rent will offer treatment solutions if sediment management is problematic through traditional BMP's. Weitz will also visually inspect the outflow and The Terra Firm, Inc. will play a supporting role in BMP inspections and offer guidance as appropriate.

Uncompahgre Engineering, LLC
P.O. Box 3945
Telluride, CO 81435
(970) 729-0683 dballode@msn.com

June 14, 2022

Stormwater Study:

Section 17.5.7 of the CDC requires that a Stormwater Study be demonstrate the capability of conveying a 25-year storm and show that drainage patterns are not being changed.

In general, the drainage patterns are not being changed. Currently, the undeveloped lots sheet drain downhill to the riparian corridor that exists at the toe of the slope. Once the buildings are built, the downspouts and landscaping will do the same. The roof downspouts will be pipe to the creek will be conveyed using a combination of pipes and open channel swales.

The overall site will generate higher stormwater flows due to the additional impervious areas of the roof and hardscape. Using the Rational Method ($Q=c*i*A$) this can be calculated by suing the change in the run-off coefficient (c goes from 0.4 to 0.95, so 0.55), the Town's given intensity for a 25-year storm at a 10-minute Time of Concentration (3.4) and the impervious area in acres (1.5). Using these coefficients, this results in an additional volume of $Q = (0.55) * (3.4) * (1.5) = 2.8$ cfs or an additional 1680 cf of run-off for the design storm.

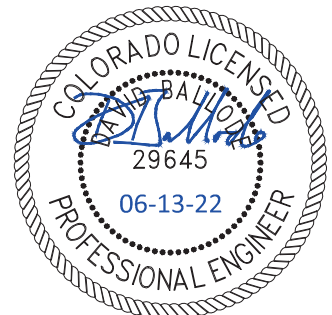
All of that additional water is being diverted to the riparian corridor and pond. The pond is approx. 14,000 SF, so the additional water would only raise the pond 0.12' (an inch and a half) if that entire volume were going to be stored. However, the requirement is just to convey that amount.

The existing pond is conveyed under the plaza via an 18" culvert with a Flared End Section (see photo on the second page). That culvert can convey approx. 7 cfs but is currently blocked with sandbags in order to raise the surface elevation of the pond. Clearly, capacity isn't an issue. I discussed installing improving the outlet with Public Works. If a drop-log structure were installed, then the storage capacity of the pond could be increased and the actual outflow to the culvert could also be increased. So a small improvement at the outlet will result in storing all of the additional run-off and provides a better way to maintain the outlet. Public Works is in favor of this concept.

After discussing the pond with Public Works, the bigger issue is that the pond can run out of water during dry years, so they are in favor of routing as much run-off as possible to the creek/pond.

During construction, the excavation will be into the shale formation. Typically, groundwater is traveling on top of that shale or seeping between the shale layers. If intercepted, that groundwater will also be diverted to the creek via a water management system designed into the shoring.

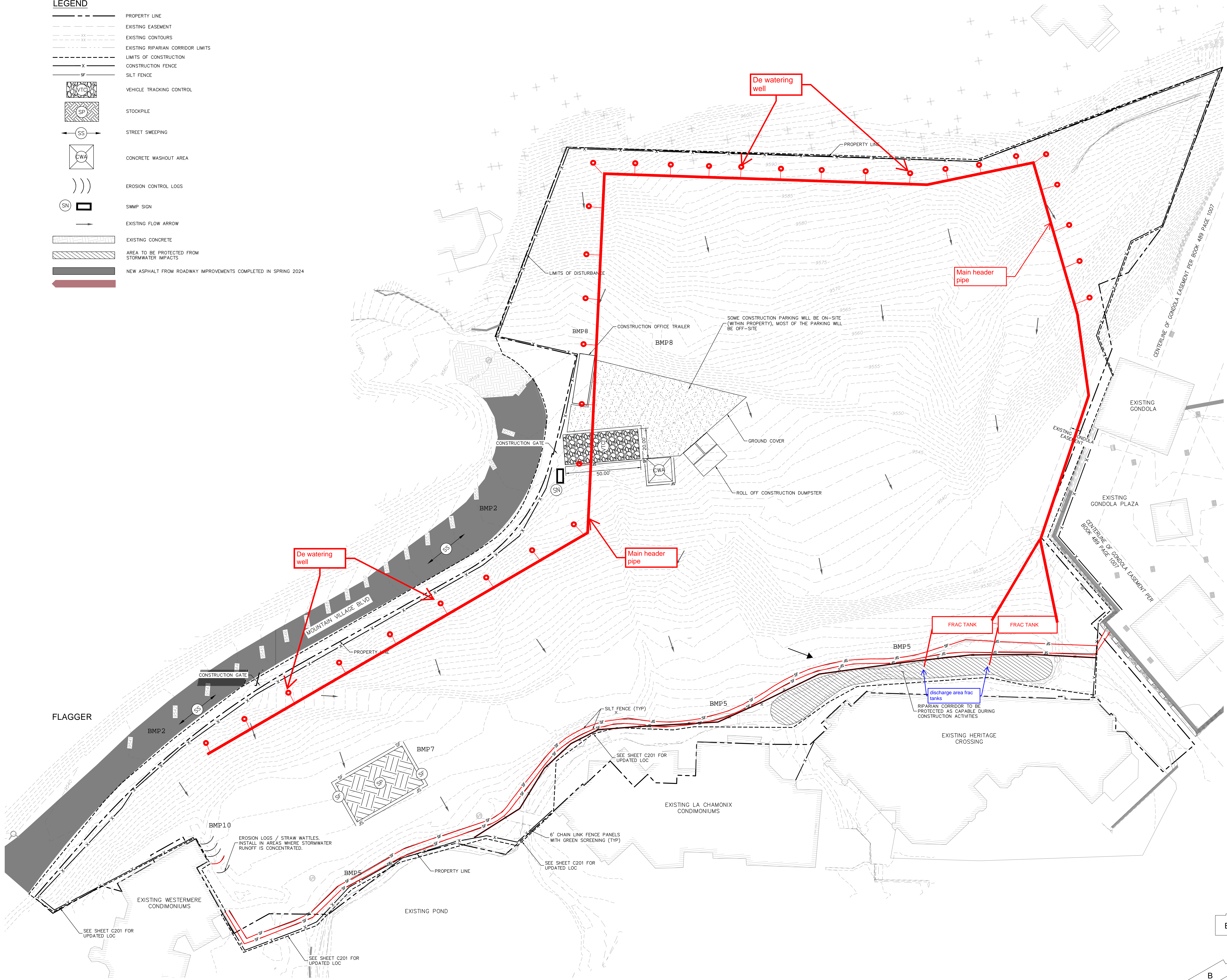
David Ballode, P.E.
Uncompahgre Engineering, LLC





Kimley-Horn
 310 MARKET STREET
 SUITE 116
 BASALT, COLORADO, 81621
 953.228.2300

- LEGEND**
- PROPERTY LINE
 - - - EXISTING EASEMENT
 - - - XX - - - EXISTING CONTOURS
 - - - EXISTING RIPARIAN CORRIDOR LIMITS
 - - - LIMITS OF CONSTRUCTION
 - - - X - - - CONSTRUCTION FENCE
 - - - SF - - - SILT FENCE
 - [Symbol] VEHICLE TRACKING CONTROL
 - [Symbol] STOCKPILE
 - [Symbol] STREET SWEEPING
 - [Symbol] CONCRETE WASHOUT AREA
 - [Symbol] EROSION CONTROL LOGS
 - [Symbol] SWMP SIGN
 - [Symbol] EXISTING FLOW ARROW
 - [Symbol] EXISTING CONCRETE
 - [Symbol] AREA TO BE PROTECTED FROM STORMWATER IMPACTS
 - [Symbol] NEW ASPHALT FROM ROADWAY IMPROVEMENTS COMPLETED IN SPRING 2024



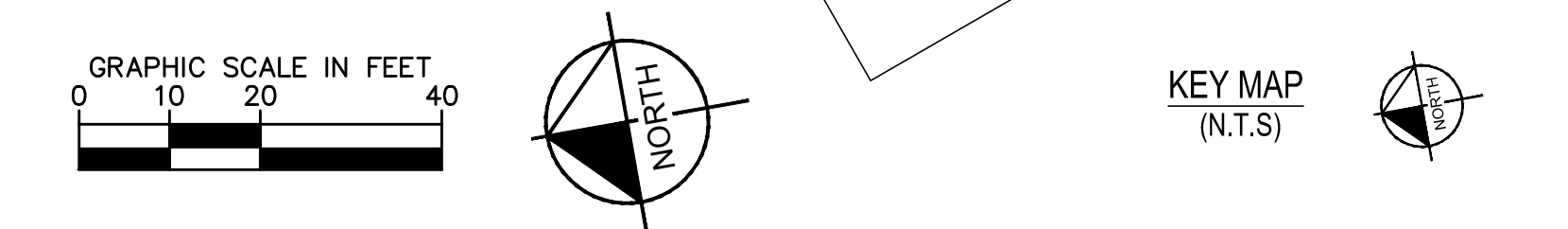
FOUR SEASONS HOTEL & RESIDENCES
 Mountain Village, CO

REVISIONS:

NO	DATE	DESCRIPTION

PRELIMINARY
 FOR REVIEW ONLY
 NOT FOR CONSTRUCTION
Kimley-Horn
 Kimley-Horn and Associates, Inc.

PROJECT NUMBER:
119096
 DATE:
07/26/2024
 ISSUED FOR:
GMP
 SHEET TITLE:
INITIAL EROSION CONTROL PLAN
 SHEET NUMBER:
C200



11/14/2023 11:04:23 AM K:\data_119096\119096_119096_mountain_village_four_seasons_hotel_residences\cadd\plan\erosion\c200_01.mxd



Agenda Item No. 17

455 Mountain Village Blvd.
Mountain Village, CO 81435

TO: Mountain Village Town Council
FROM: Kathrine Warren, Communications Manager
DATE: March 13, 2025
RE: 2025 Community Survey Results

Background

In early 2025, the Town of Mountain Village retained Corona Insights to conduct a comprehensive survey with residents, property owners and members of the workforce. The purpose of this research was to gain a deeper understanding of community members' perceptions of the Town of Mountain Village across several key areas.

Survey Methodology

Corona Insights conducted an online survey using email contact lists provided by the Town with the following parameters:

- The survey was offered in both English and Spanish (though no Spanish responses were collected)
- A total of 365 completed surveys were analyzed
- Responses were collected between February 11 and March 3, 2025

Survey Focus Areas

The survey collected information about community perceptions across eight key areas:

- Overall quality of life
- Town services
- The environment
- Recreation
- Public safety
- Transportation/Parking
- Communications
- Business development

The survey findings are attached, and representatives from Corona Insights will present an overview of findings to council and be available for any further questions regarding methodology and their analysis.

2025 FINDINGS

**The Town of
Mountain Village
Community Survey**

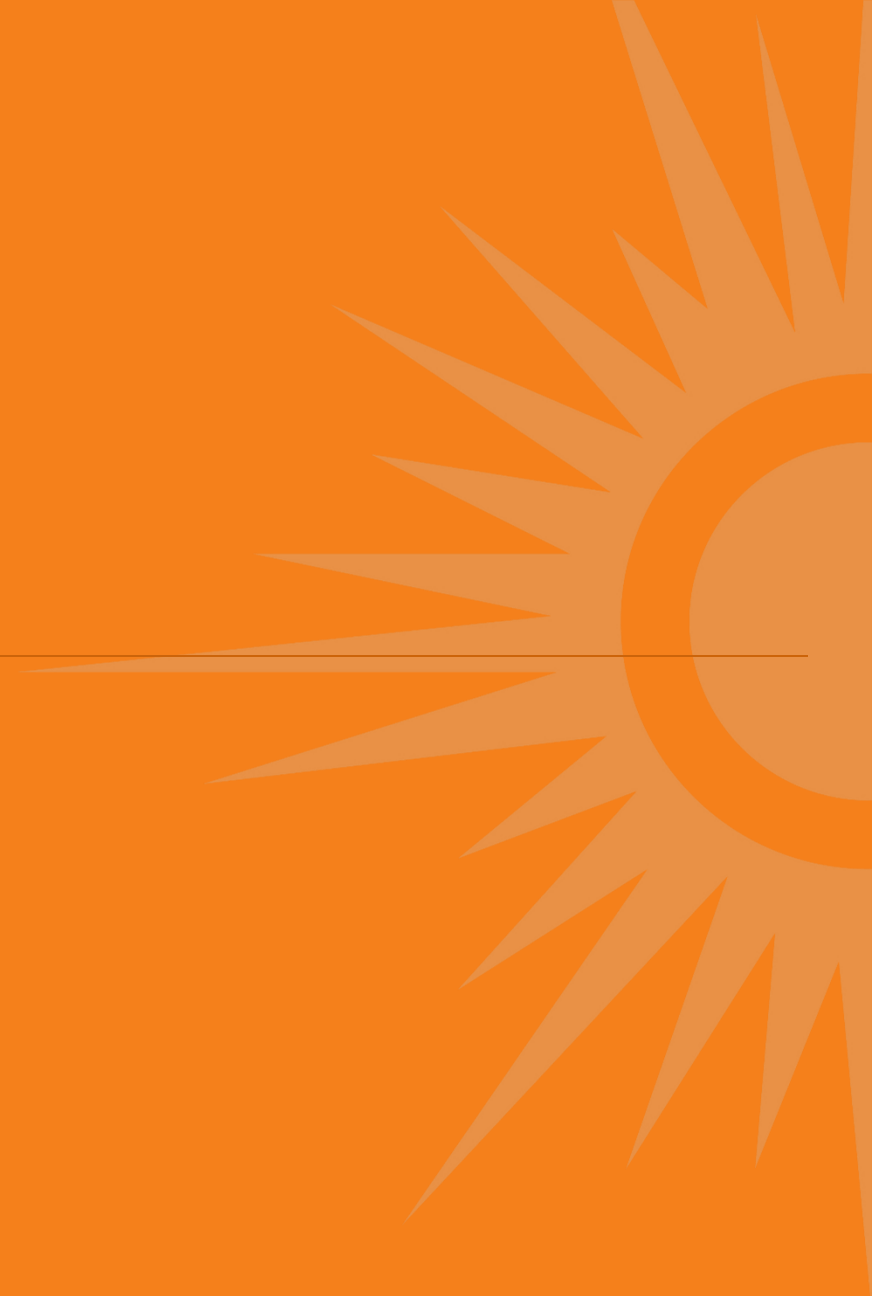
Prepared by:

CORONAINSIGHTS

CONTENTS

Executive Summary	<u>3</u>	Detailed Findings	
Executive Summary		Recreation	<u>30</u>
Introduction	<u>4</u>	Detailed Findings	
Executive Summary		Public Safety	<u>32</u>
Respondent Profile	<u>5</u>	Detailed Findings	
Executive Summary		Bus Service	<u>34</u>
Key Findings	<u>6</u>	Detailed Findings	
Detailed Findings	<u>14</u>	Communications	<u>37</u>
Detailed Findings		Detailed Findings	
Quality of Life	<u>15</u>	Business Development	<u>41</u>
Detailed Findings		Detailed Findings	
Town Services	<u>20</u>	Resort Relations	<u>46</u>
Detailed Findings		Appendix	<u>48</u>
Environment	<u>24</u>		

SECTION 1
EXECUTIVE SUMMARY



INTRODUCTION

Corona Insights was retained by the Town of Mountain Village in early 2025 to conduct research with residents, property owners, and members of the workforce in order to understand community members' perceptions of the Town of Mountain Village. To do so, we collected information about the following topics:

- Overall quality of life
- Town services
- The environment
- Recreation
- Public safety
- Transportation/Parking
- Communications
- Business development

Methodology

- > The survey was conducted online using contact lists provided by the Town.
- > The survey was offered in English and Spanish (though no Spanish responses were collected).
- > 365 completed surveys were analyzed.
- > Responses were collected between February 11th and March 3rd, 2025.

Additional information on the methodology can be found in the [Appendix](#).

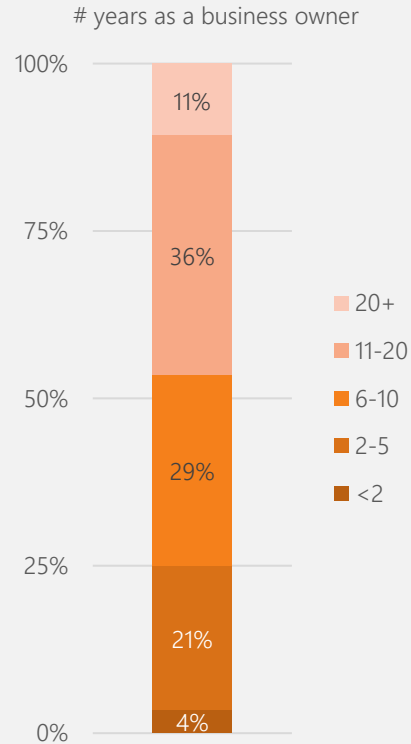
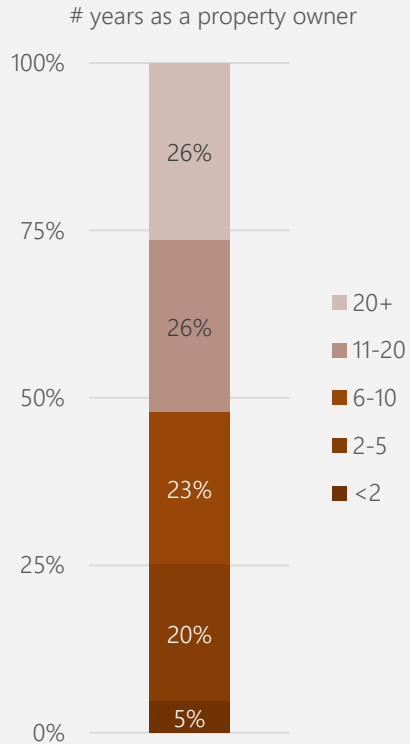
RESPONDENT PROFILE



46% own property



8% own a business



31% are full-time residents



44% are part-time residents



86% live here in the winter



20% live here in the spring



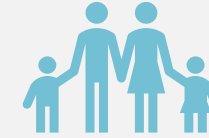
91% live here in the summer



53% live here in the fall

51% have lived here for 10 years or less

49% have lived here for 11 years or more



43% live with children under 18



40% are employed for pay

35% work full-time
5% work part-time



42% work in person in MV

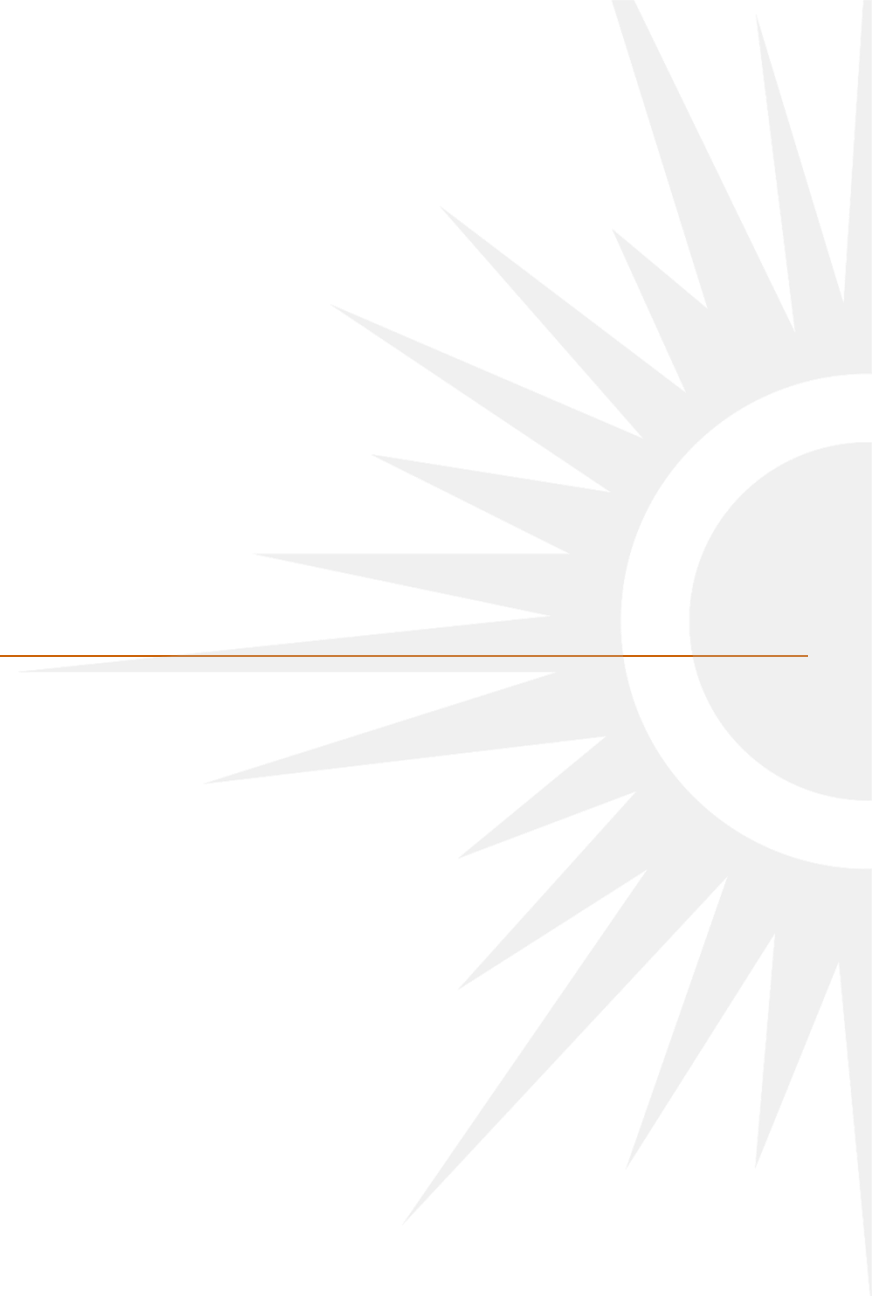


32% work hybrid or from home

60% have worked here for 10 years or less

40% have worked here for 11 years or more

EXECUTIVE SUMMARY
KEY FINDINGS



01

In general, people are satisfied living in Mountain Village.
On a scale of 0 to 10, where 10 is very satisfied, respondents rated Mountain Village a 7.9 as a place to live and a 7.6 as a place to work. They appreciate the beauty of the Town, as well as the walkability and easy access to all that the Town has to offer.

02

The natural environment is very important to people in Mountain Village.

Three quarters of respondents agreed that the health of the natural environment in Mountain Village was directly tied to the health of the economy. Additionally, when asked to describe the greatest thing about Mountain Village, more than two fifths cited the beauty and scenery. From a list of environmental priorities, including things like wildfire mitigation and green energy, respondents ranked protecting the natural environment, including open space, natural habitats, dark sky, wildlife and ecosystems, as most important.

03

However, some residents are not totally clear on the policies that impact the natural environment.

More than one in four respondents do not have a good understanding of Mountain Village's environmental policies. And while the majority recycle at their residences or workplaces, a fifth also said that they do not know what can and cannot be recycled. Additionally, more than a quarter of residents and property/business owners were not aware of any environmental incentive programs offered by the Town.

04

Respondents are very aware of the high cost of living in Mountain Village.

More than half reported being dissatisfied with the availability of affordable housing in the region. Fifteen percent of respondents said that cost was the thing that needed the most improvement in Mountain Village. In terms of business development, maintaining affordable dining and retail options was ranked most important; the majority of respondents said they shop outside of Mountain Village because of the price. Additionally, many mentioned cost as a reason why they have not taken advantage of the various incentive programs offered by the Town, like the Solar incentive.

05

People want to see more dining options in Mountain Village. The most commonly cited aspect of Mountain Village that needed improvement was restaurants and nightlife. Similarly, when respondents were asked to suggest improvements that would enhance the resident experience in the Village Center, restaurants and cafes were identified most frequently.

06

Respondents were well informed about Mountain Village news.

More than four fifths of respondents said they feel well informed regarding current Mountain Village news and information. Most people reported being satisfied with both the timeliness and amount of communication from the Town. Also, the majority read Town ads in the Daily Planet and access the Town website at least quarterly. The Town email newsletter was the preferred source of information, and the source from which most residents receive their news.

07

Most people felt that the relationship between Telluride Ski & Golf Company leadership and the community needs improvement.

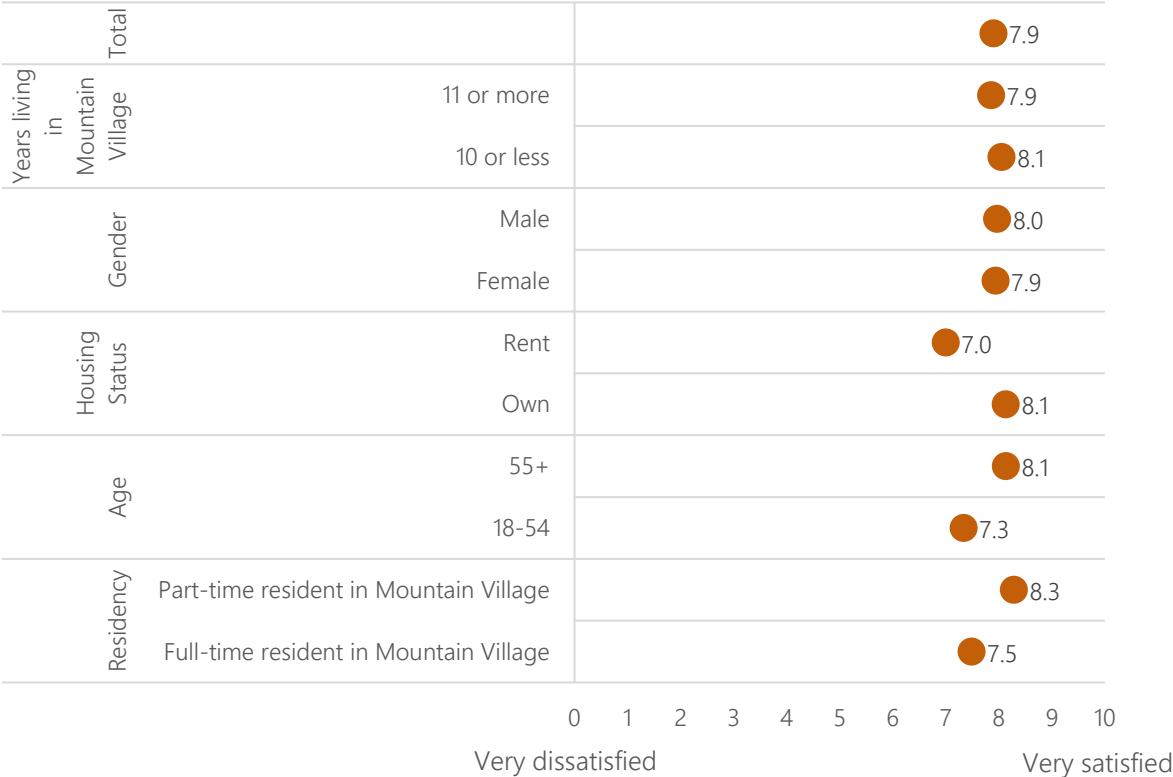
While more than half of respondents said the on-mountain experience at Telluride and the off-mountain experience in Mountain Village was acceptable or excellent, one in ten respondents said the relationship between resort owners and the community was acceptable. When asked how resort leadership could improve the relationship, respondents most often suggested better amenities, cheaper ski passes, and prioritizing residents and employees.

DETAILED FINDINGS

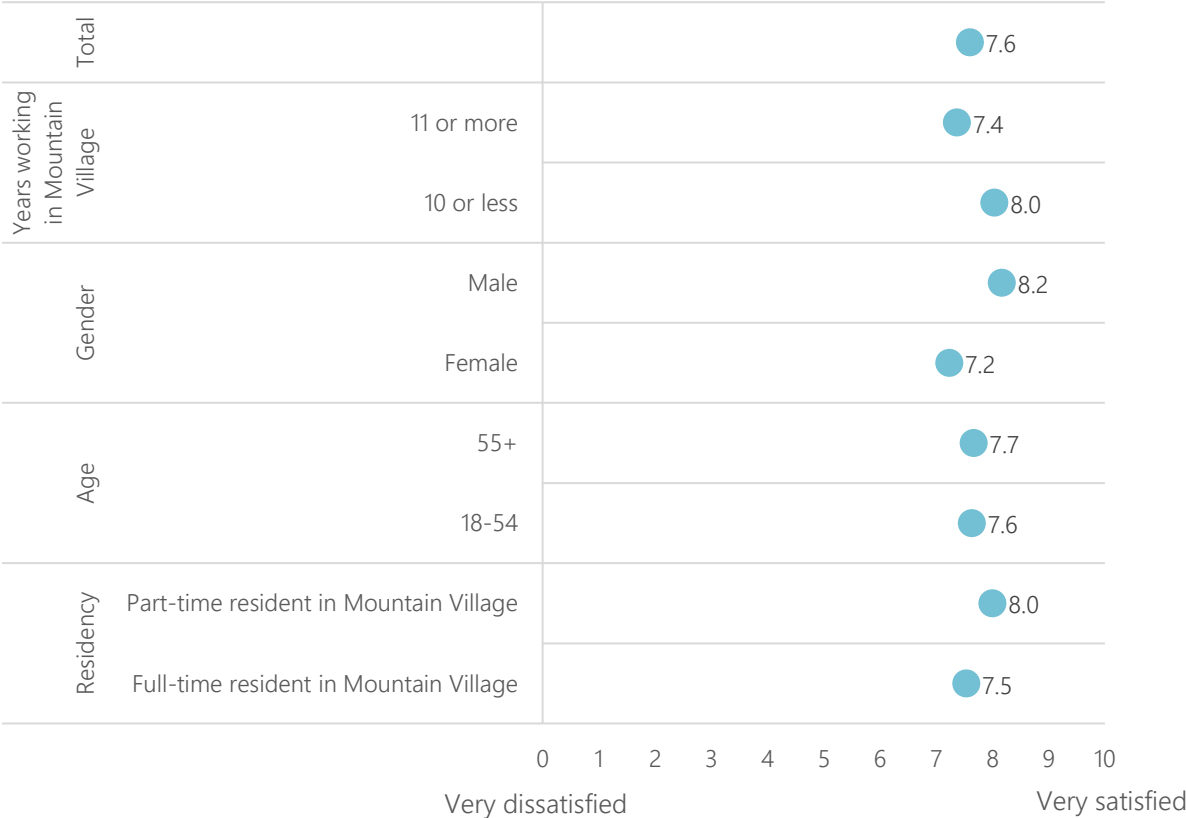
DETAILED FINDINGS
QUALITY OF LIFE

Overall, people are satisfied with Mountain Village as a place to both live and work.

Level of Satisfaction with MV as a Place to Live
(Among full- and part-time residents, n=29-327)



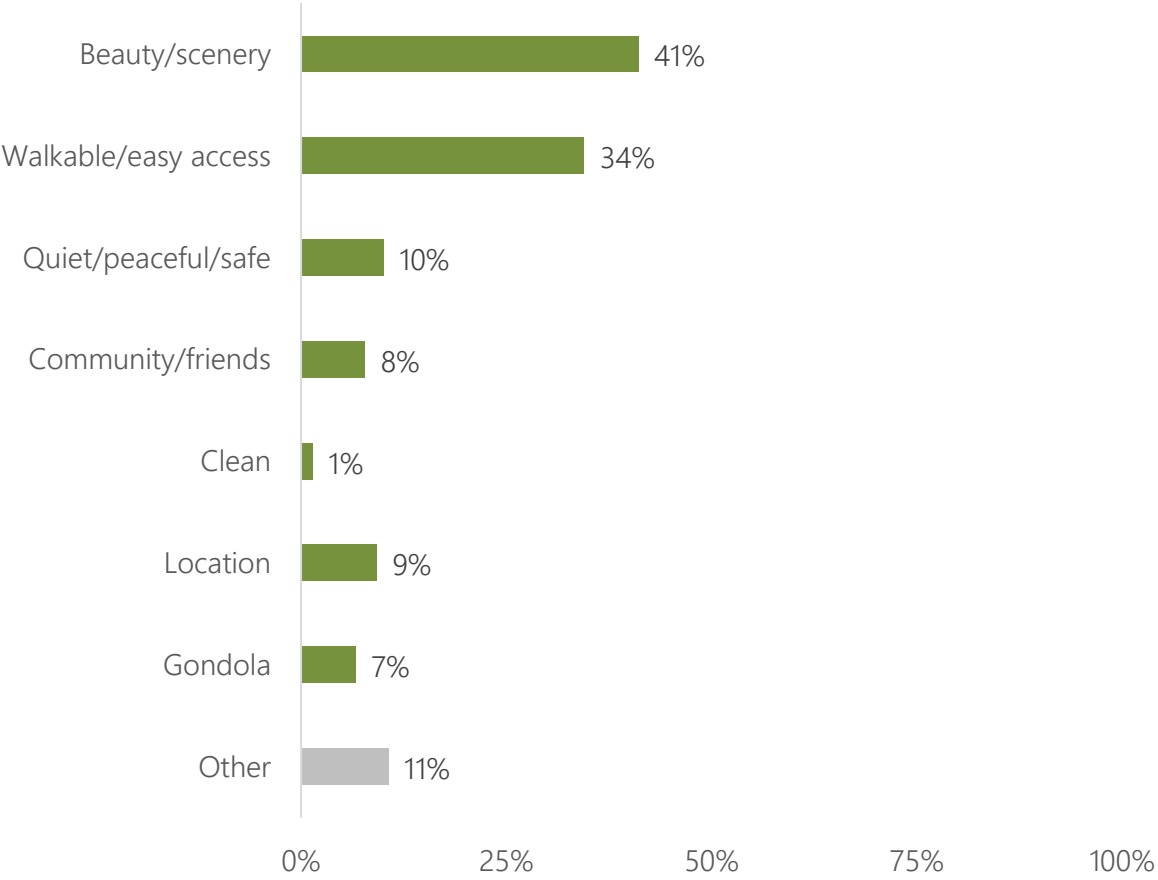
Level of Satisfaction with MV as a Place to Work
(Among employees/business owners, n=19-71)



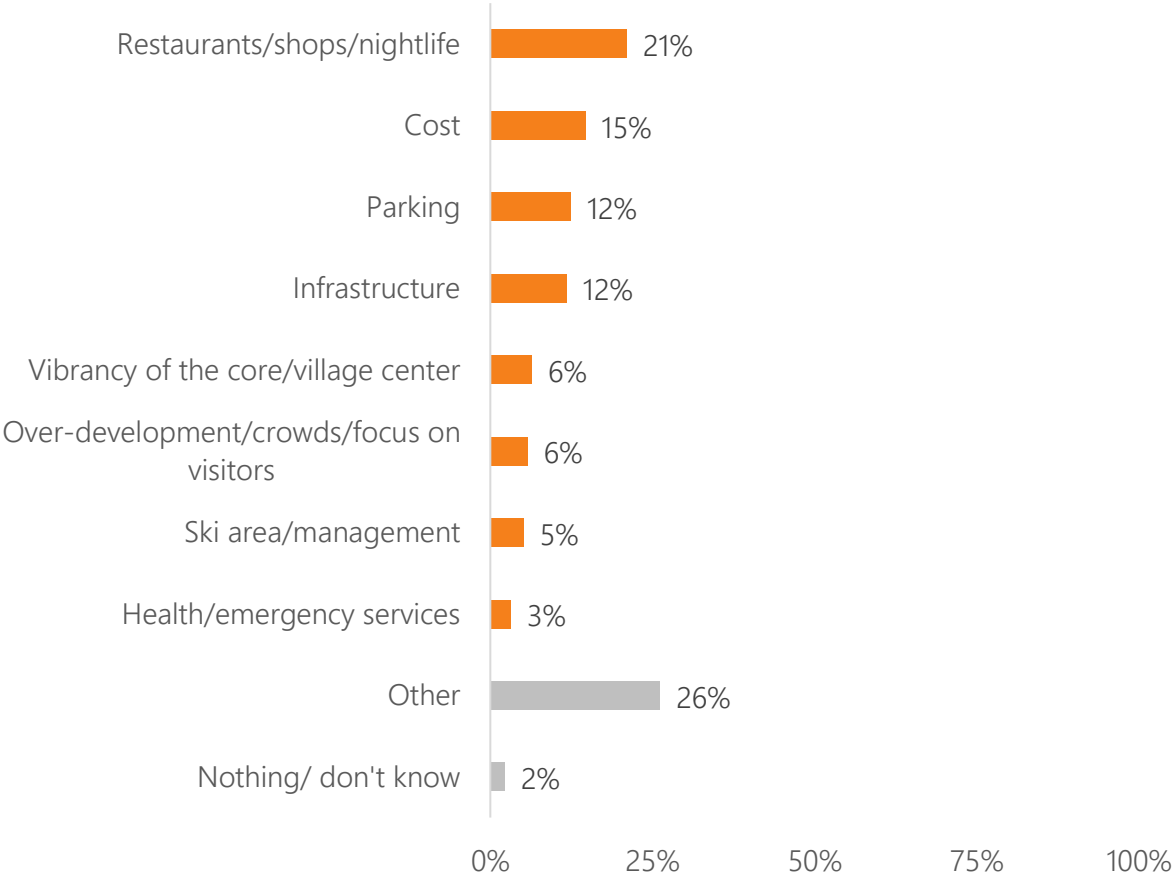
Q5. On a scale of 0-10, where 0 is very dissatisfied and 10 is very satisfied, please rate your overall satisfaction with Mountain Village as a place to...Live, Work

People appreciate the beauty and accessibility of Mountain Village but would like to see improved restaurants/shops/nightlife.

Greatest Thing About Mountain Village



Things that Need Most Improvement in Mountain Village

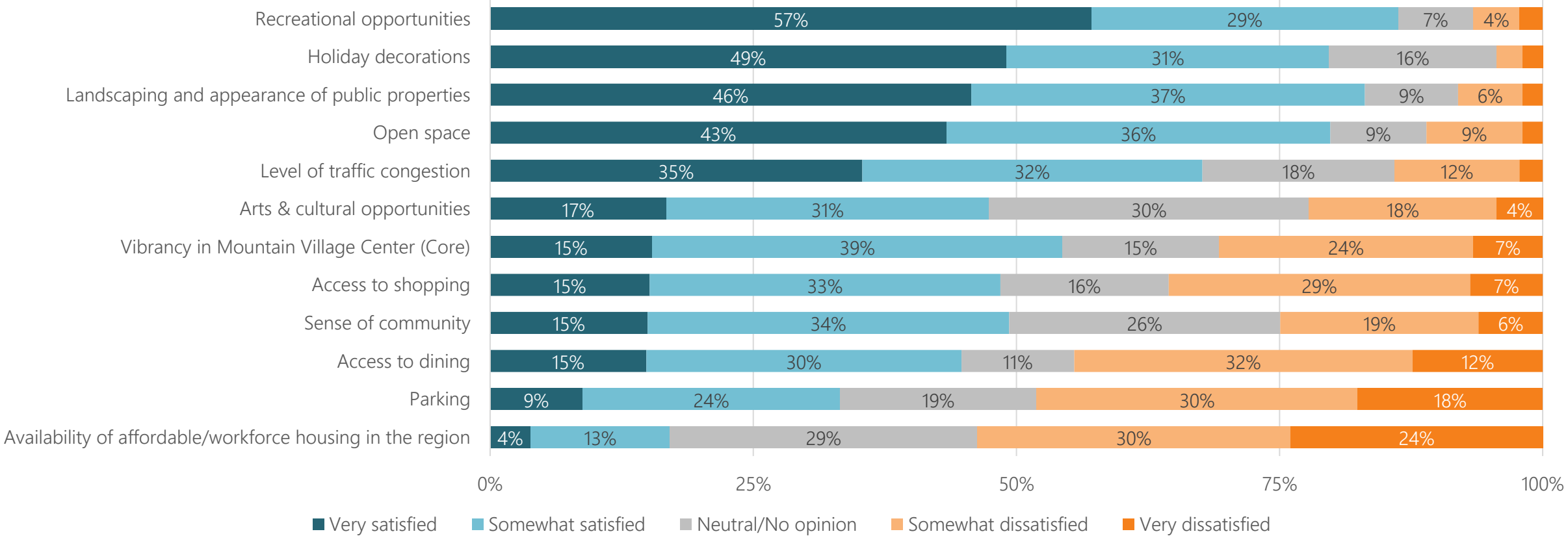


Q6. Please complete the following sentences:
 The greatest thing about Mountain Village is...
 The thing that needs the most improvement in Mountain Village is:...

Open ended questions. Responses were coded into non-exclusive common themes shown here. Full verbatim comments can be found in an accompanying data file.

Respondents were generally happy with recreation and the visual appearance of Mountain Village. Affordable/workforce housing had the lowest satisfaction.

Satisfaction with Aspects of Mountain Village



A greater proportion of people agree with the listed positive statements about the Town Council than disagree; however, many neither agree nor disagreed or did not know.

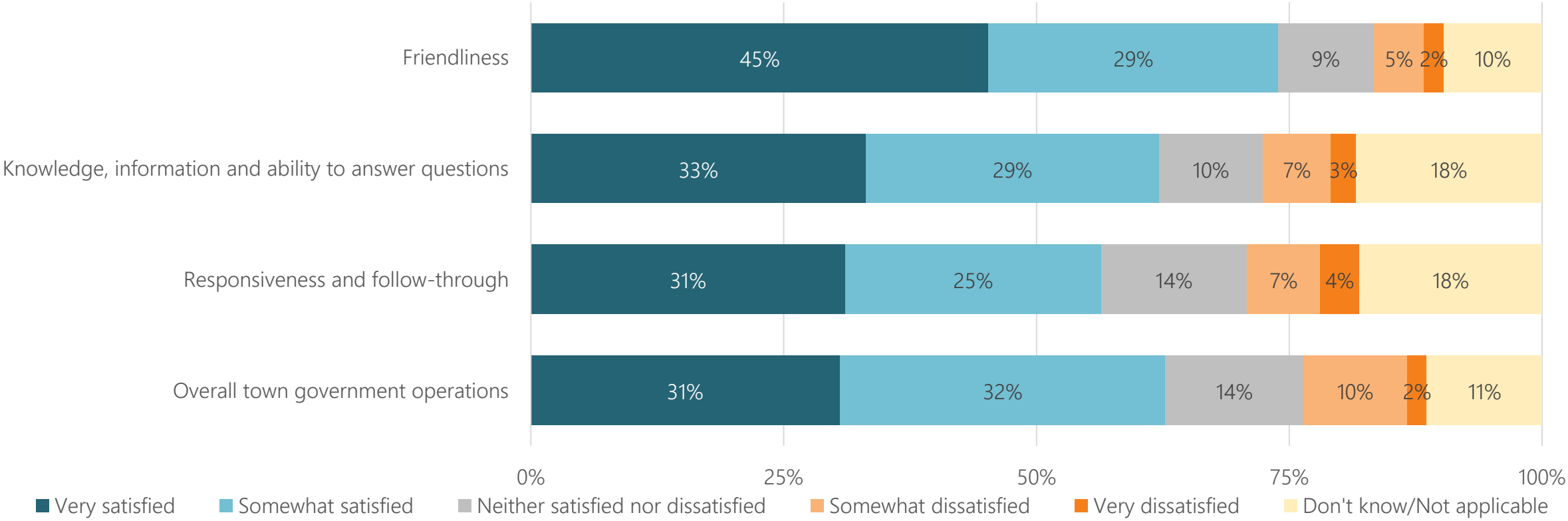
Agreement with Statements



DETAILED FINDINGS
TOWN SERVICES

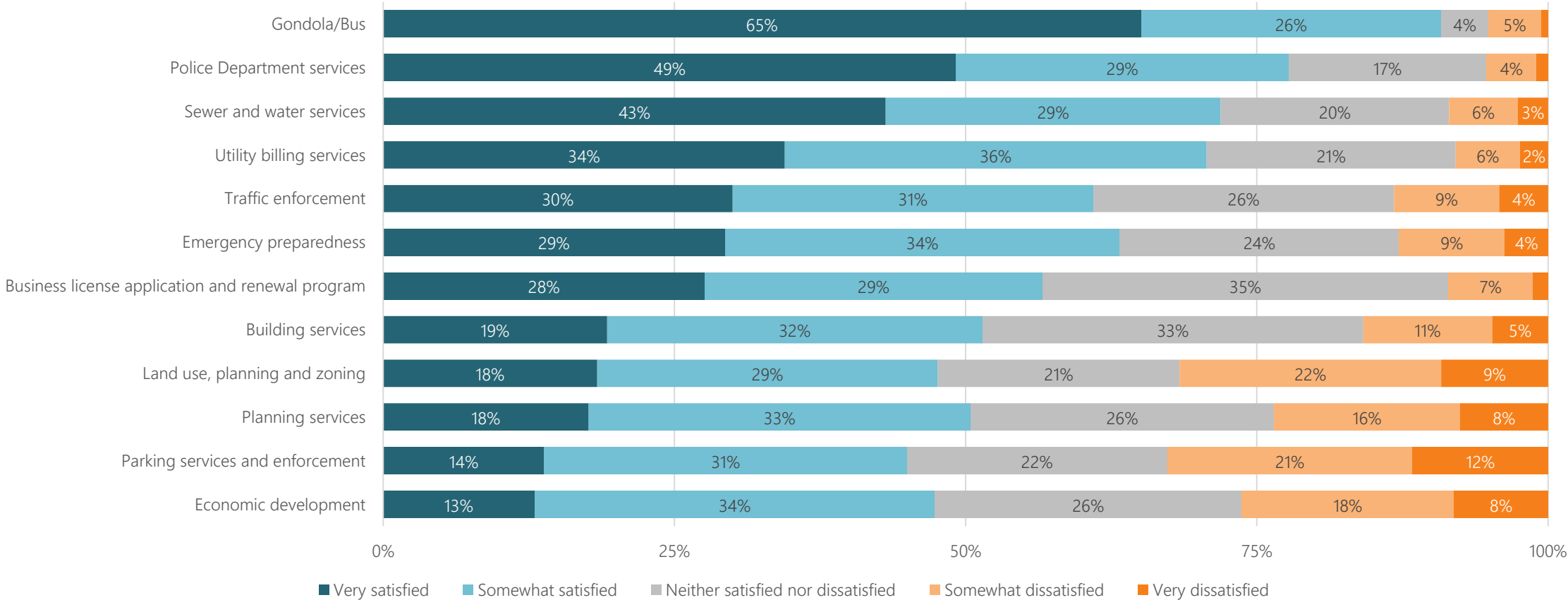
The majority of respondents were satisfied with all listed aspects of Town staff and departments.

Satisfaction with Town Staff and Departments



The majority of respondents were satisfied with the gondola/bus, police, water services, utilities, and traffic enforcement.

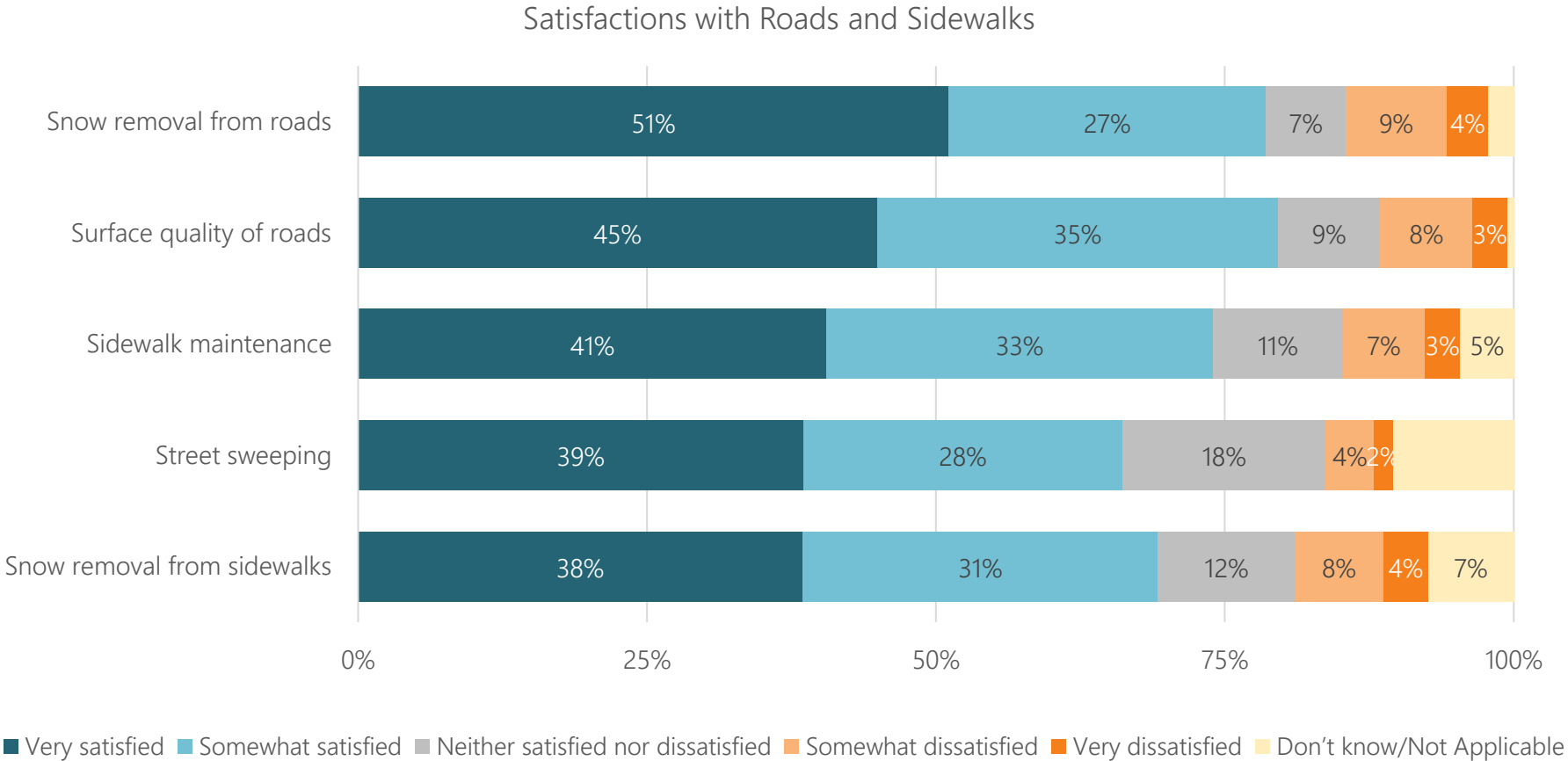
Satisfaction with Town Services and Programs*



*Excluding those that didn't know or for whom it was not applicable.

The majority of respondents were satisfied with the listed aspects of roads and sidewalks in Mountain Village.

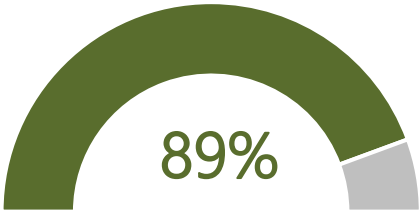
> More than one in ten respondents were dissatisfied with snow removal from roads and sidewalks and the surface quality of roads.



DETAILED FINDINGS
ENVIRONMENT

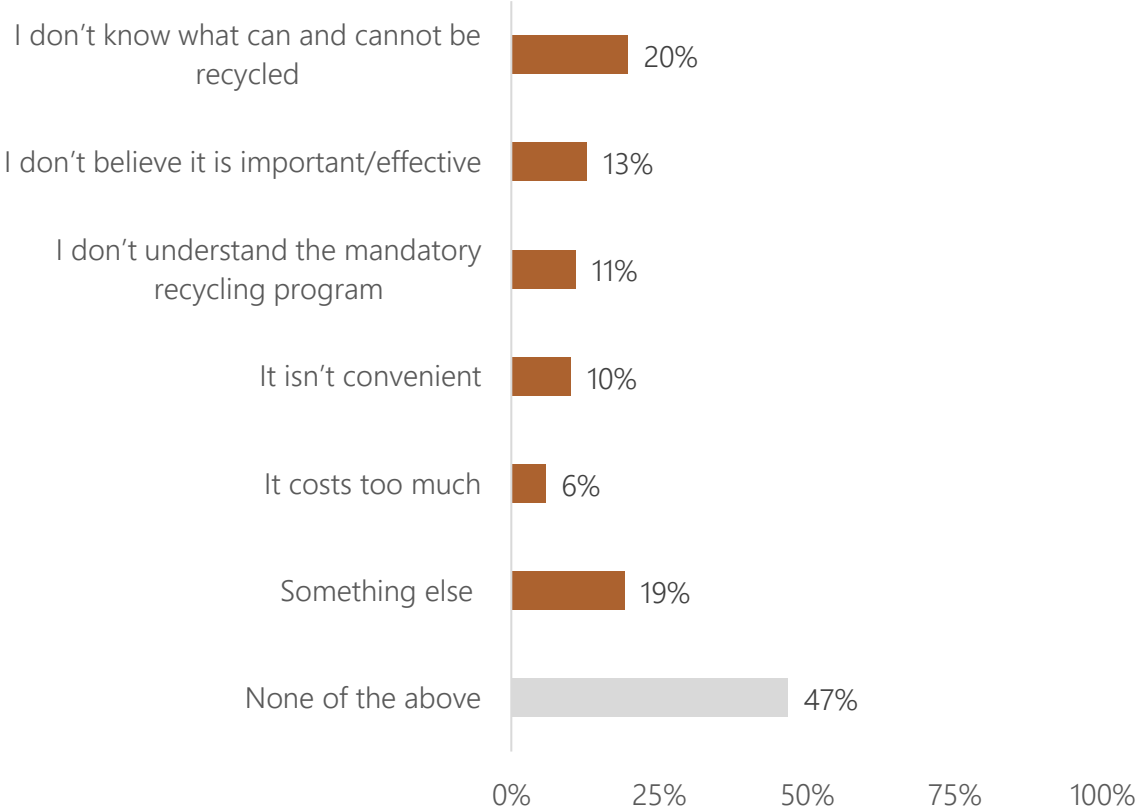
The majority of respondents recycle.

Percentage of respondents that recycle at their residence or workplace:



- > While nearly half of respondents faced no challenges while recycling, a fifth said they didn't know what could and could not be recycled.
- > Less than one in ten respondents felt that recycling cost too much.

Challenges While Recycling

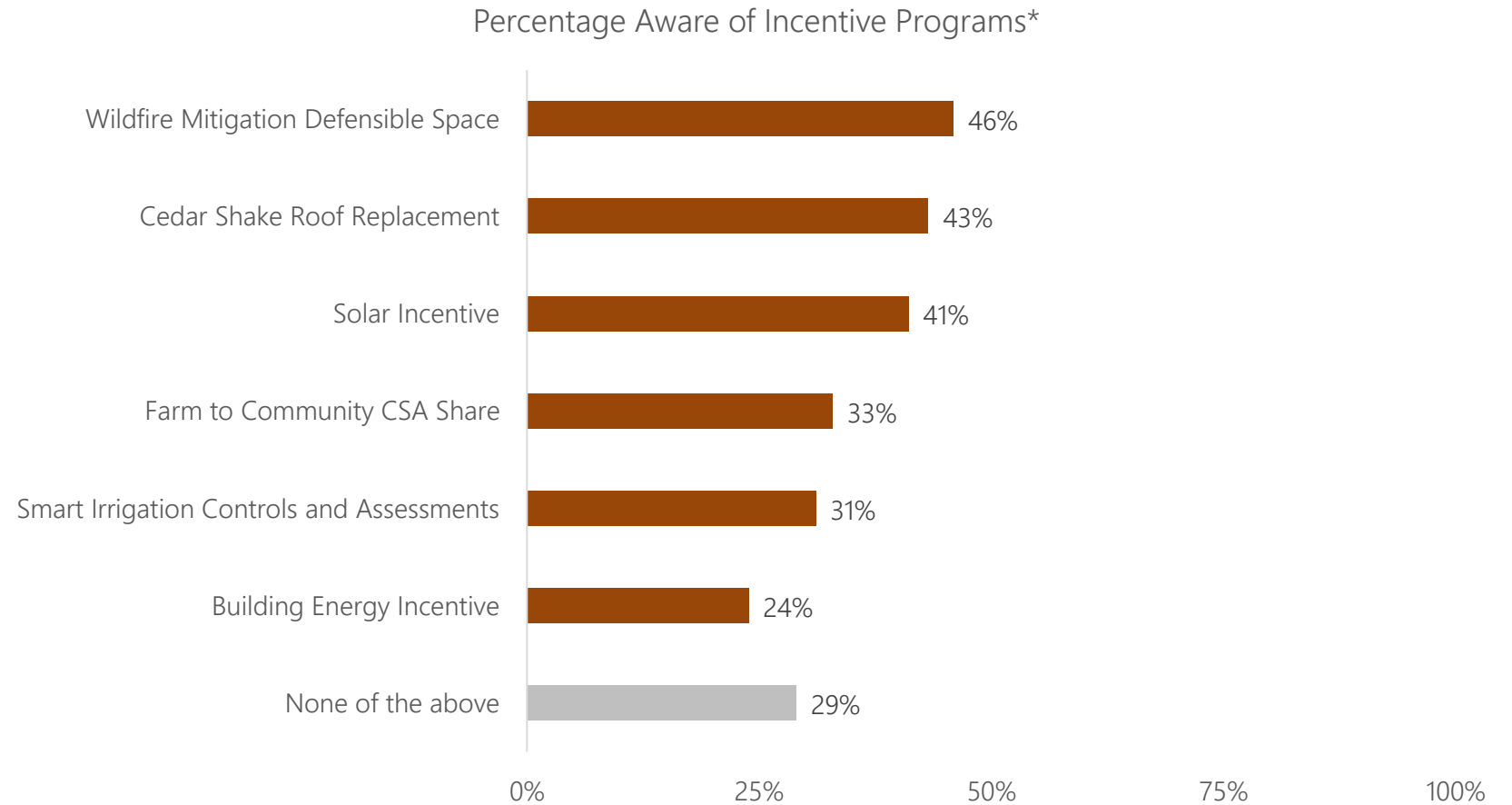


Q12. Do you currently recycle at your Mountain Village residence or place of work?

Q13. What challenges, if any, do you face while recycling? Select all that apply

Wildfire Mitigation Defensible Space was the most recognized incentive program, with nearly half being aware.

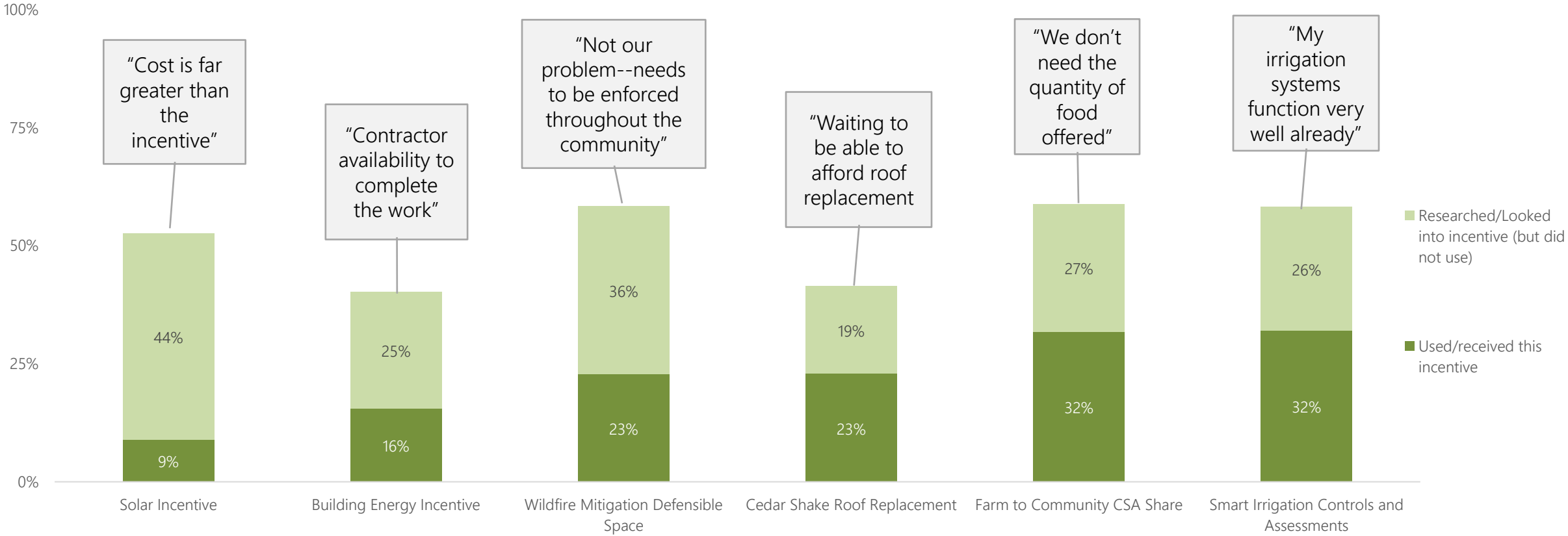
- > Twenty-nine percent of respondents were not aware of any incentive programs.
- > *Not shown:*
 - Renters and younger people (ages 44 and younger) were more aware of the CSA program than homeowners and older adults.



*This question was only asked of residents, property owners, and business owners.

More than three in ten of those aware of the CSA program and Smart Irrigation program had used those incentives, the highest among tested programs.

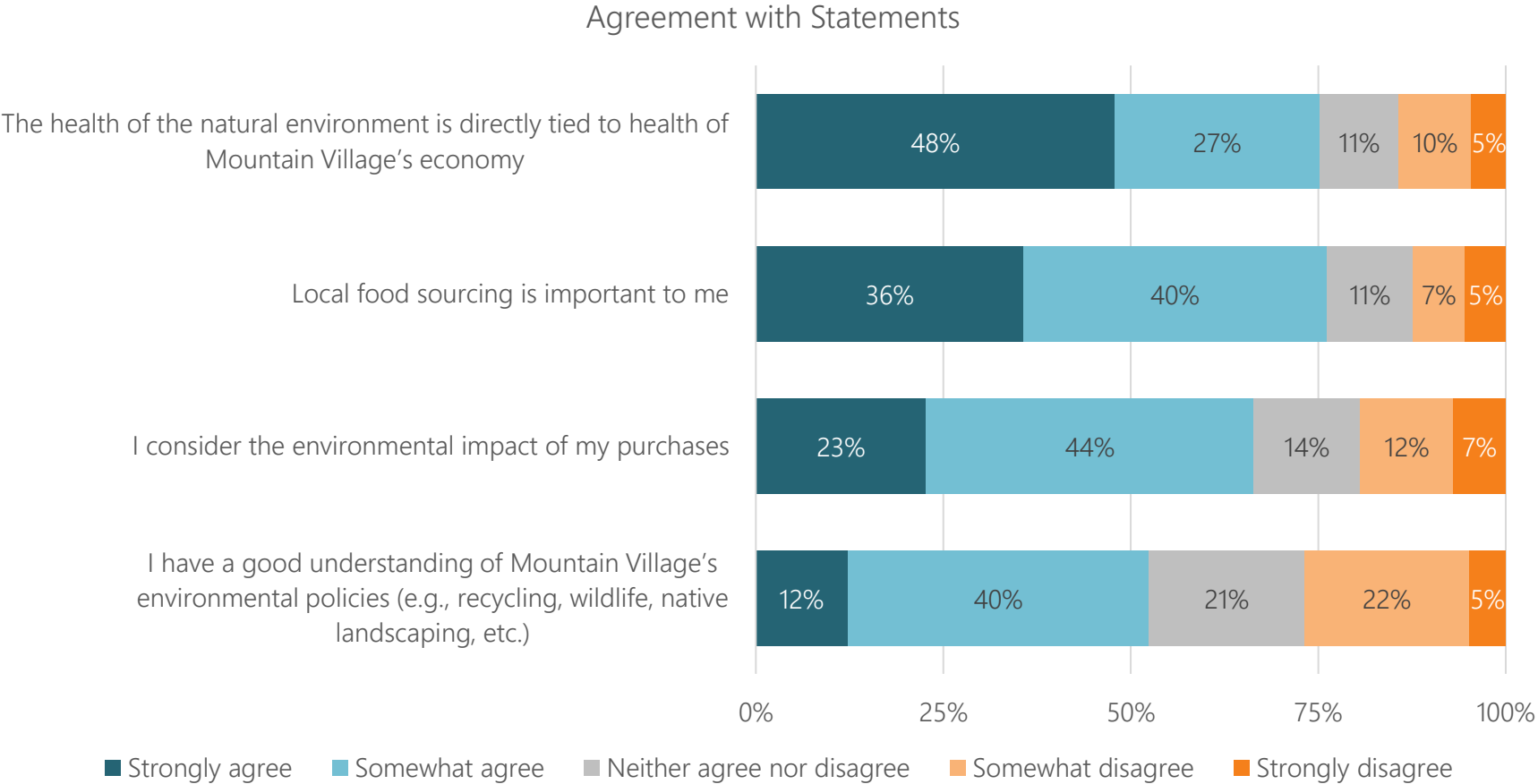
Use of Incentive Programs Among Those Aware



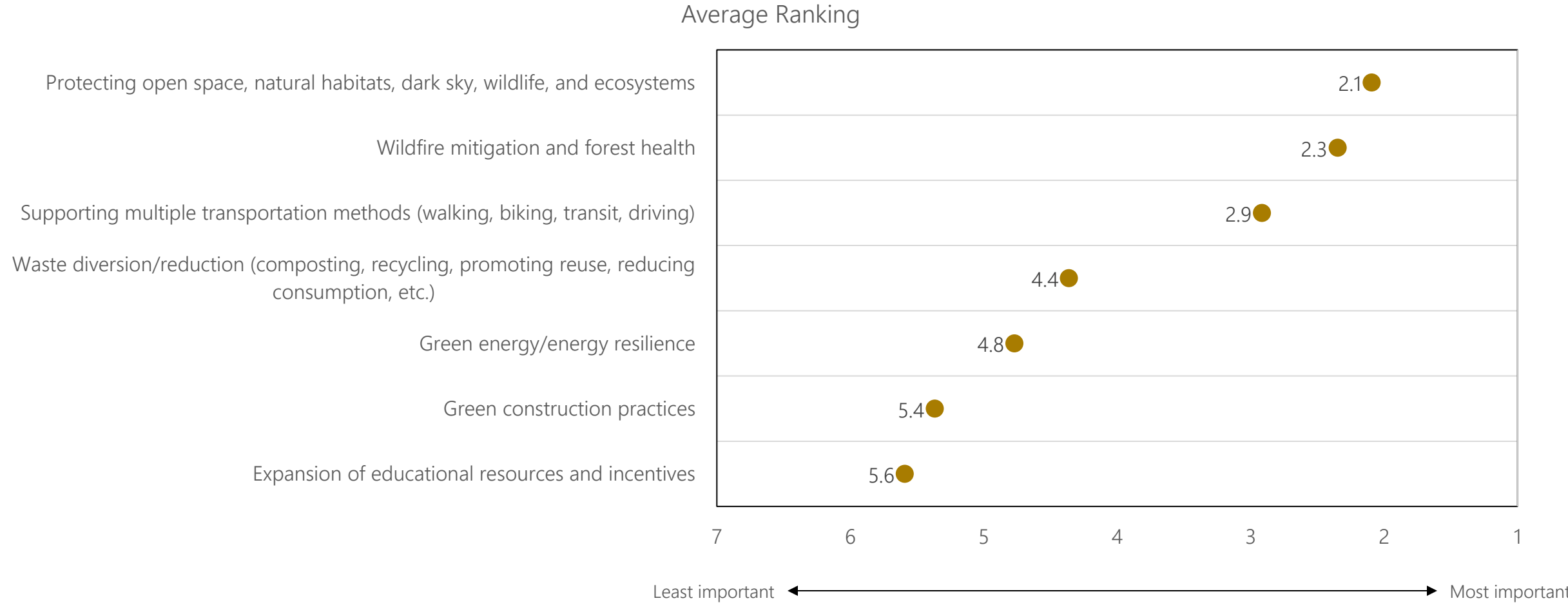
Q15. Have you looked into or used any of these incentive programs?
 Q16. What has prevented you from applying for or using this incentive?

Nearly half of respondents strongly agree that the health of the natural environment is directly tied to Mountain Village’s economy.

- > More than three-quarters of respondents agreed that local food sourcing is important.
- > More than a quarter of people do not have a good understanding of Mountain Village’s environmental policies.



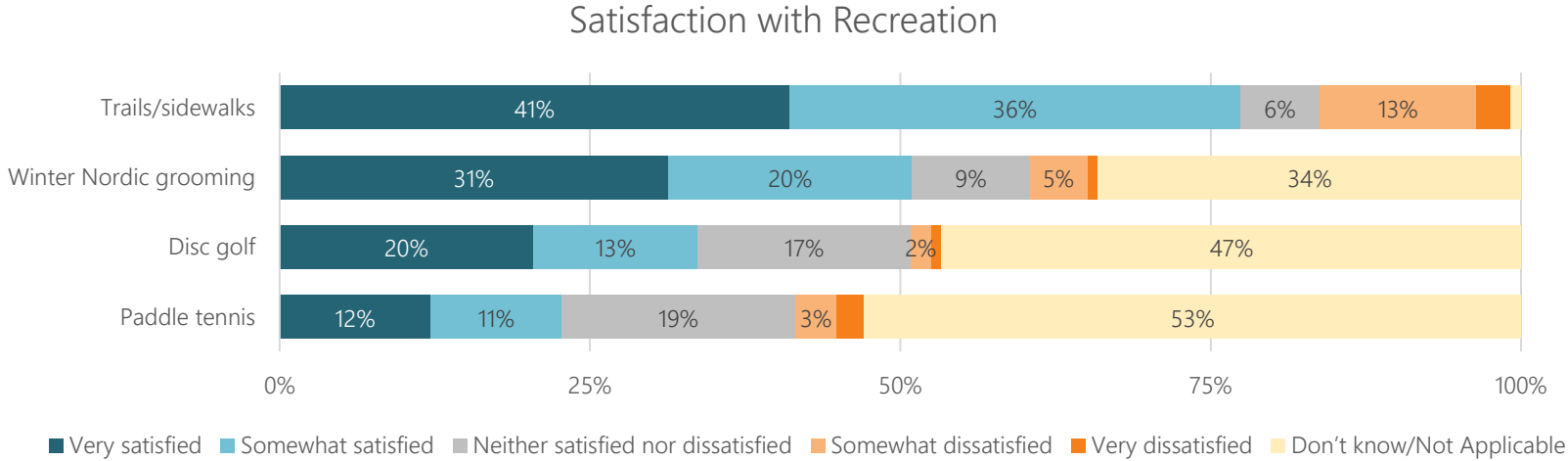
Overall, protecting open space, natural habitats, dark sky, wildlife and ecosystems was ranked most important.



Q18. Please rank the following in order of importance to you (feel free to skip if you feel you cannot answer)

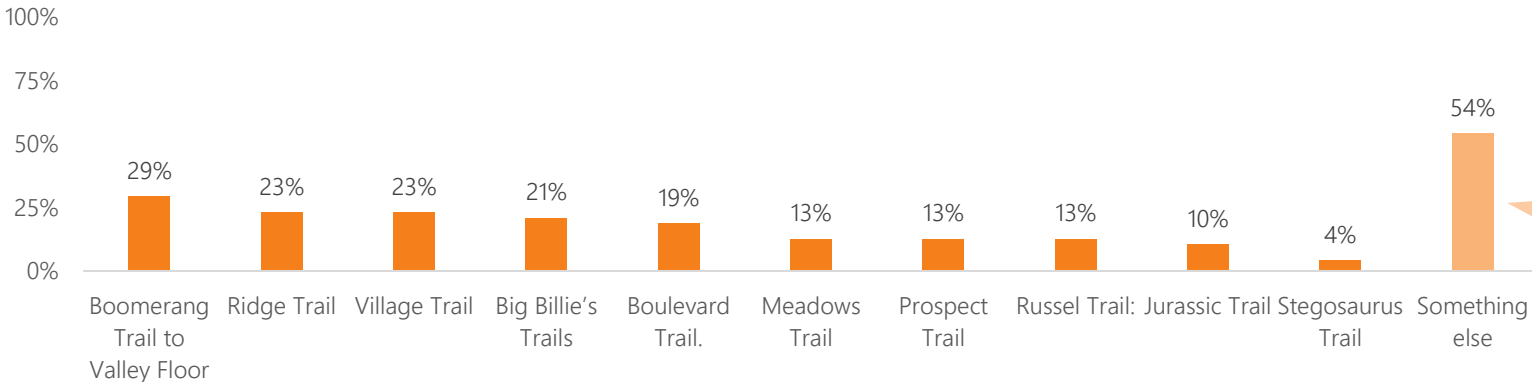
DETAILED FINDINGS
RECREATION

The vast majority were satisfied with Mountain Village’s trails and sidewalks.



- > Over half were similarly satisfied with winter Nordic grooming.
- > More than half of respondents were unsure about their satisfaction with paddle tennis.
- > Of those that were dissatisfied with the trails, more than a quarter wanted to see improvements to the Boomerang Trail.

Trails Needing Improvement Among Those Dissatisfied (n=48)



"Each of the major roads need bike/walking paths that are paved"

"Safe crossing over highway"

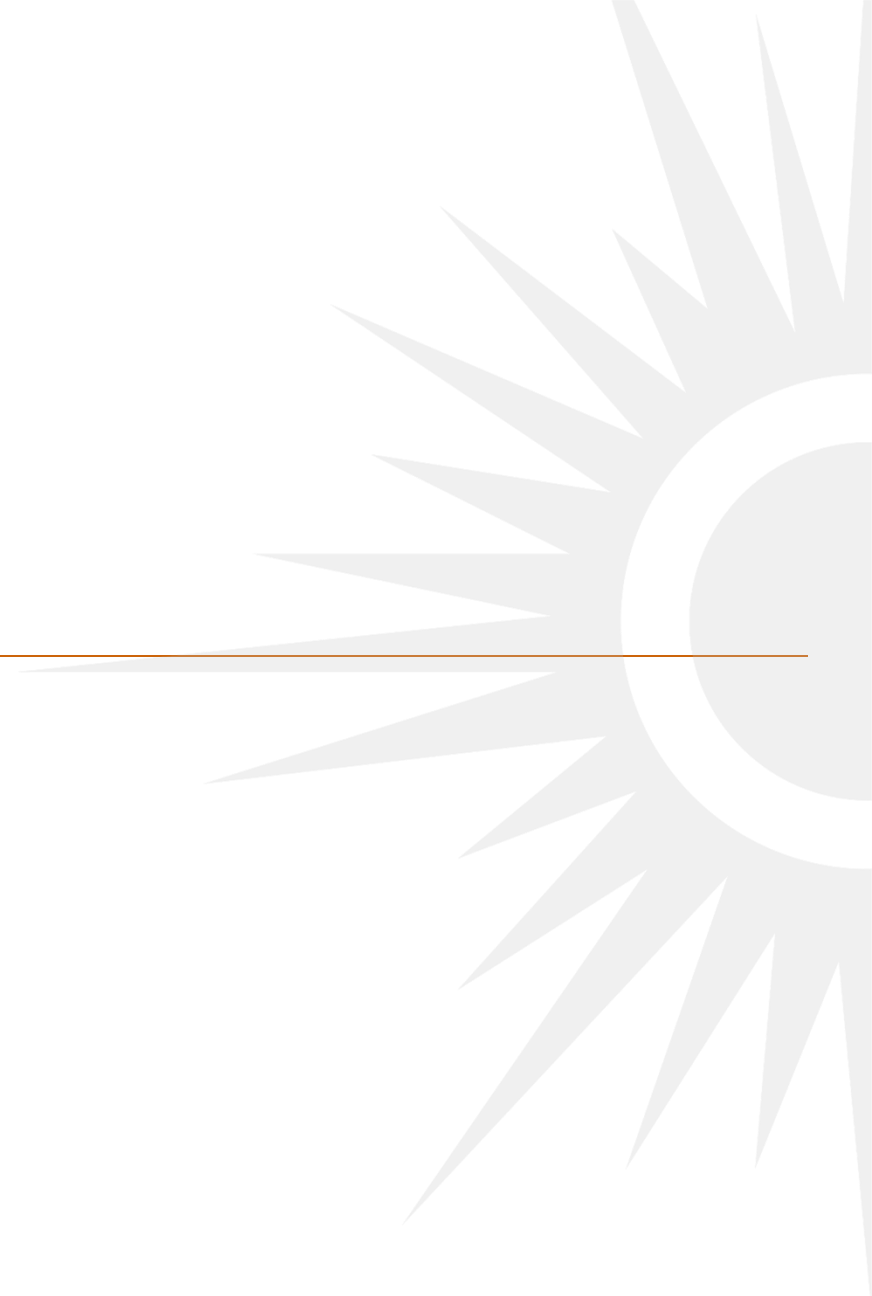
"We need more trails that are pedestrian only"

"Need better capability to walk through Adams Ranch area during golf season"

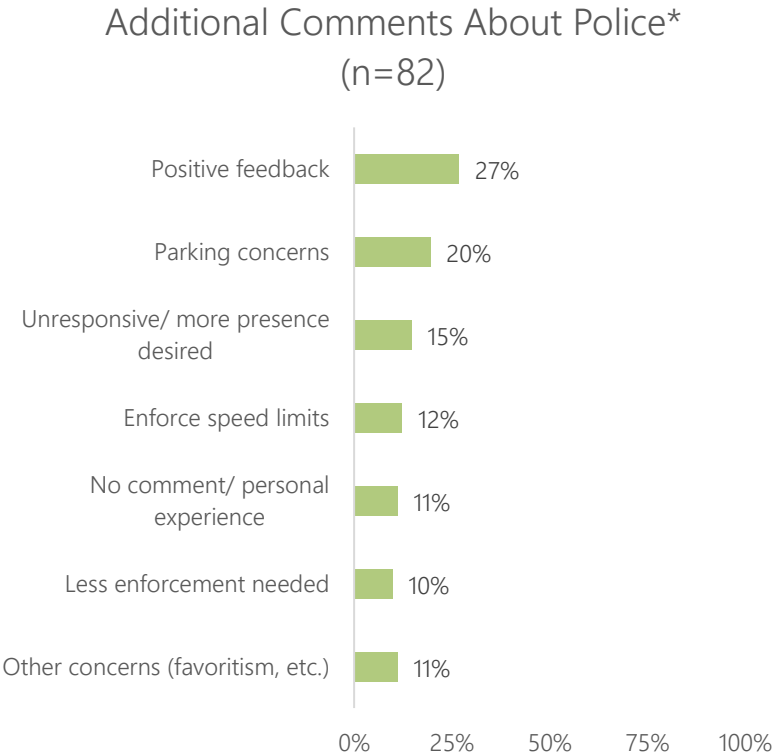
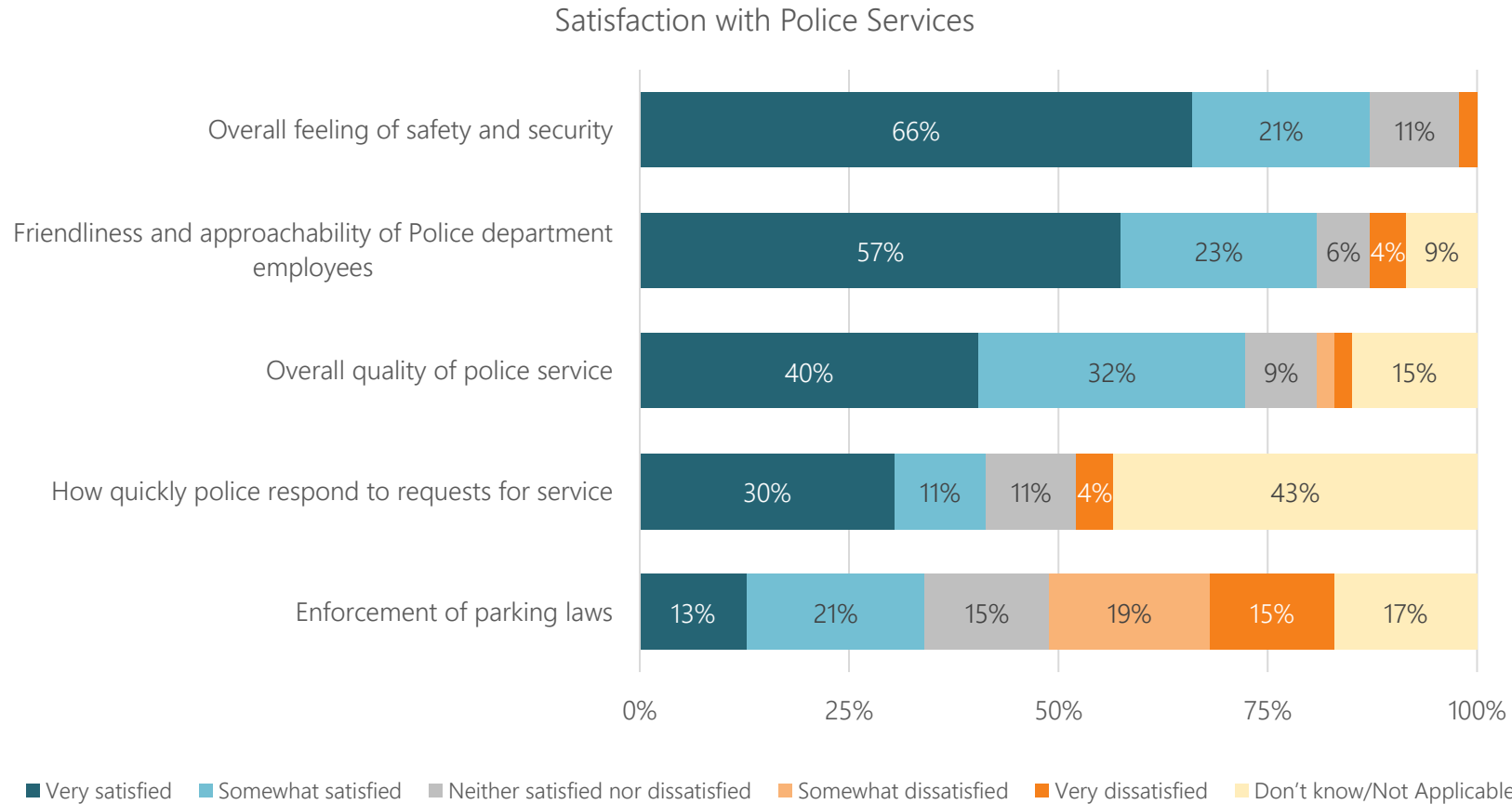
Q19. Please rate your level of satisfaction with the recreation in Mountain Village.

Q20. You noted being dissatisfied with trails within Mountain Village. Please tell us which trail(s) you feel need improvement.

DETAILED FINDINGS
PUBLIC SAFETY



Over half of respondents were very satisfied with the feeling of safety in Mountain Village and the friendliness of police.

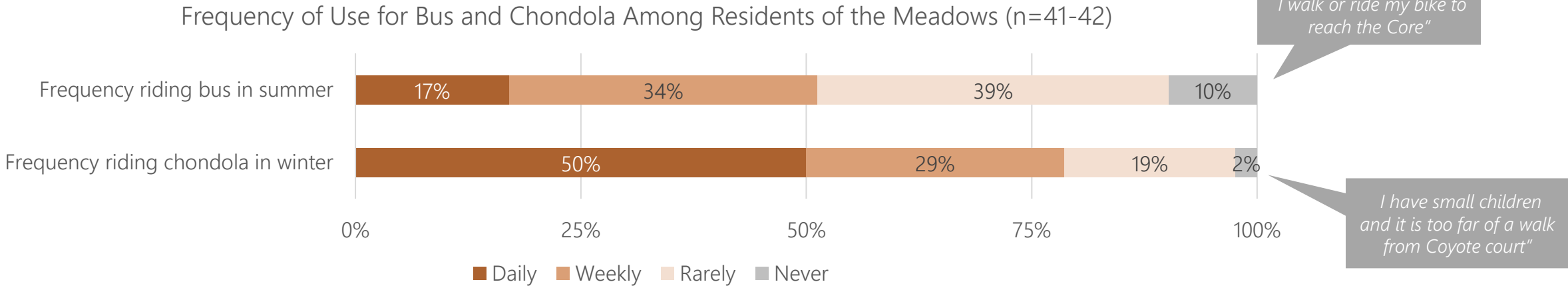
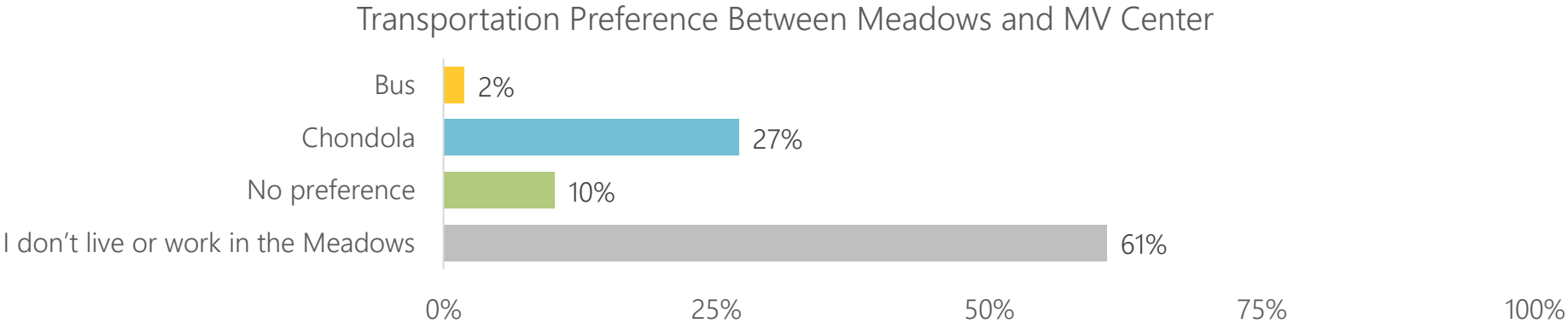


Q21. Please rate your satisfaction with the following aspects of police services in the Town of Mountain Village
 Q22. (Optional) Do you have any comments or suggestions concerning police services in the Town?

*Open ended question. Responses were coded into non-exclusive common themes shown here. Full verbatim comments can be found in an accompanying data file.

DETAILED FINDINGS
BUS SERVICE

The chondola is more popular than the bus.



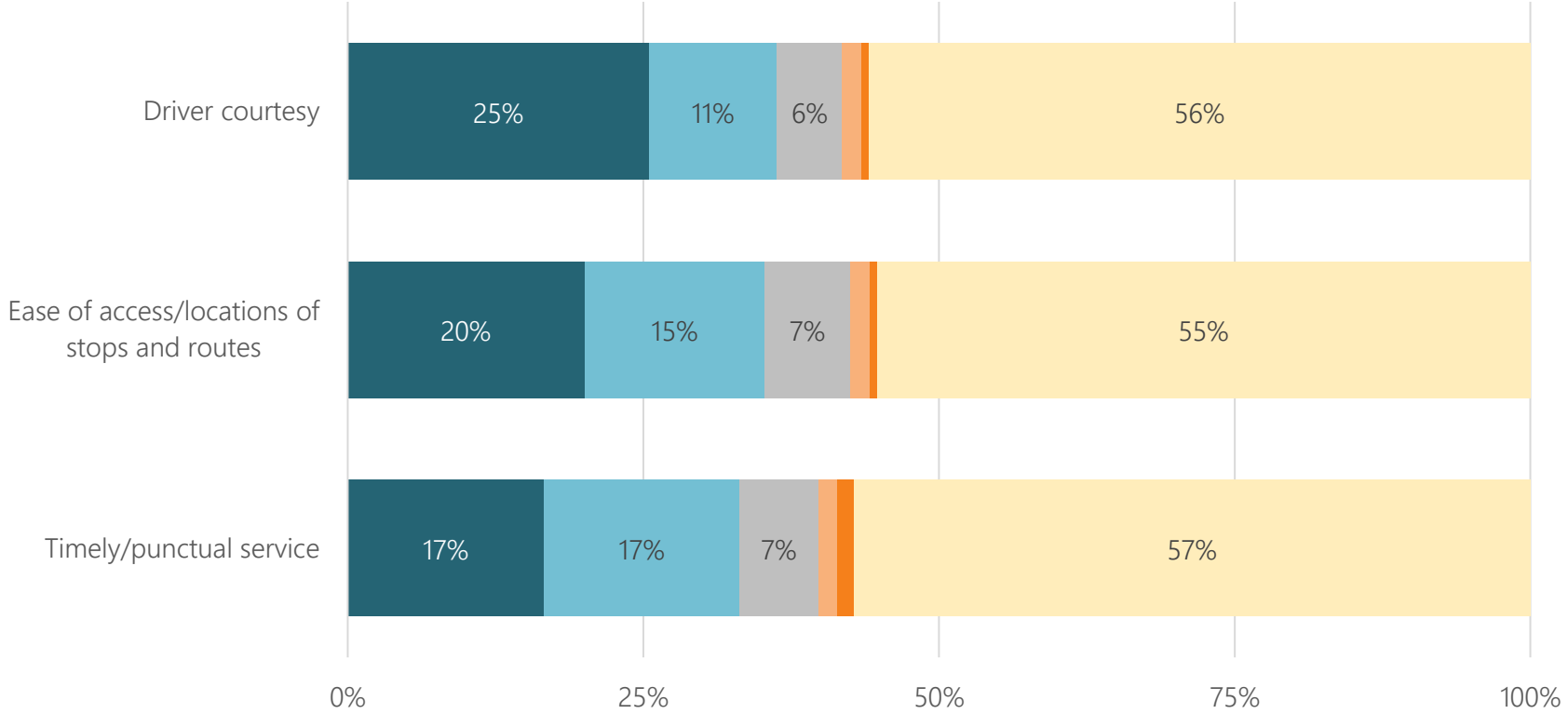
Q23. Do you prefer to ride the chondola or the bus for transit between the Meadows and Mountain Village Center?

Q24. How often do you ride the chondola in the winter?

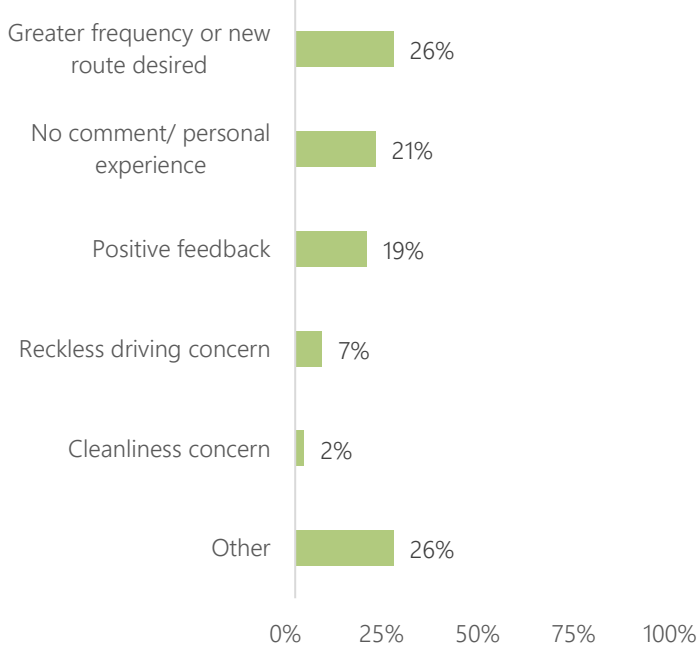
Q26. How often do you ride the bus in the summer?

The majority of respondents said they didn't know about various aspects of the bus service, but very few said they were dissatisfied.

Satisfaction with Aspects of Bus Service



Additional Comments About Bus Service* (n=43)



■ Very satisfied ■ Somewhat satisfied ■ Neither satisfied nor dissatisfied ■ Somewhat dissatisfied ■ Very dissatisfied ■ Don't know/Not Applicable

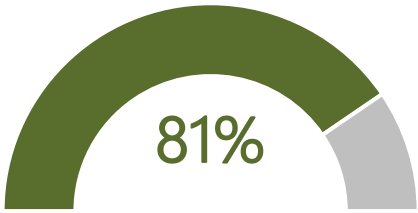
Q28. Please rate your satisfaction with the following aspects of the Mountain Village bus service.
 Q29. (Optional) Do you have any comments or suggestions regarding bus service?

*Open ended question. Responses were coded into non-exclusive common themes shown here. Full verbatim comments can be found in an accompanying data file.

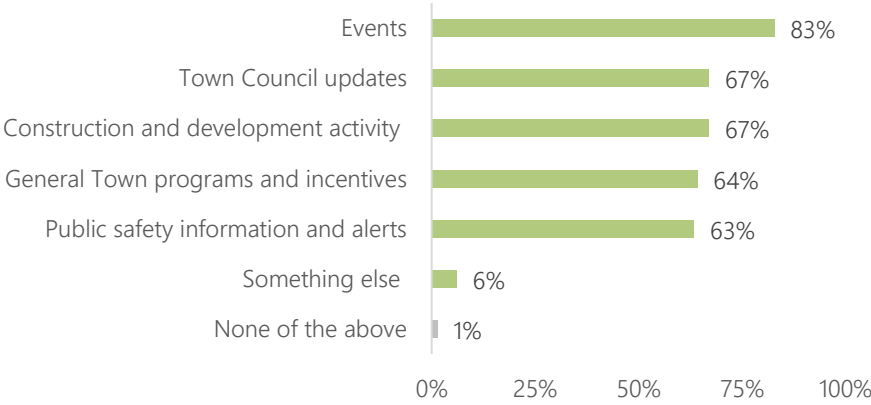
DETAILED FINDINGS
COMMUNICATIONS

The majority of respondents feel well informed about Mountain Village news, and are especially interested in Town events.

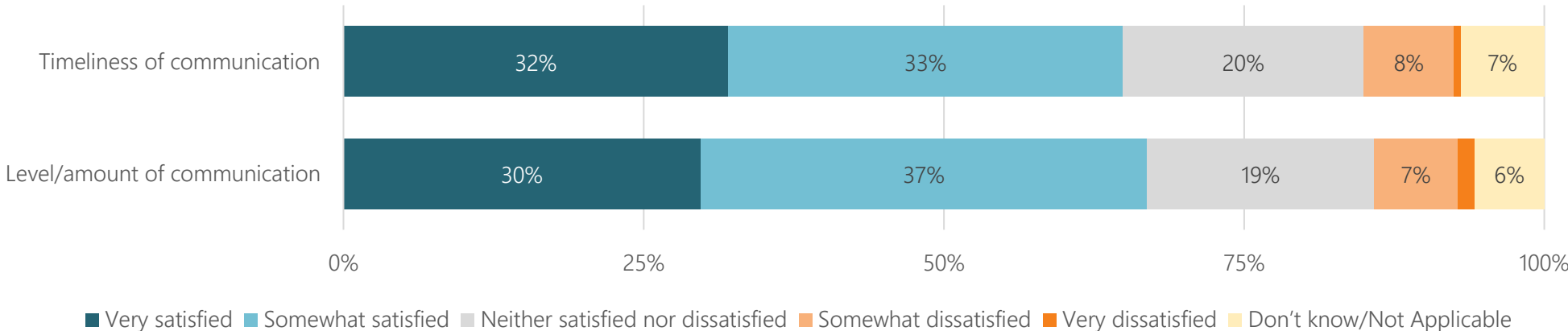
Percentage of respondents well informed about MV news and information:



Interest in MV Information



Satisfaction with MV Communications



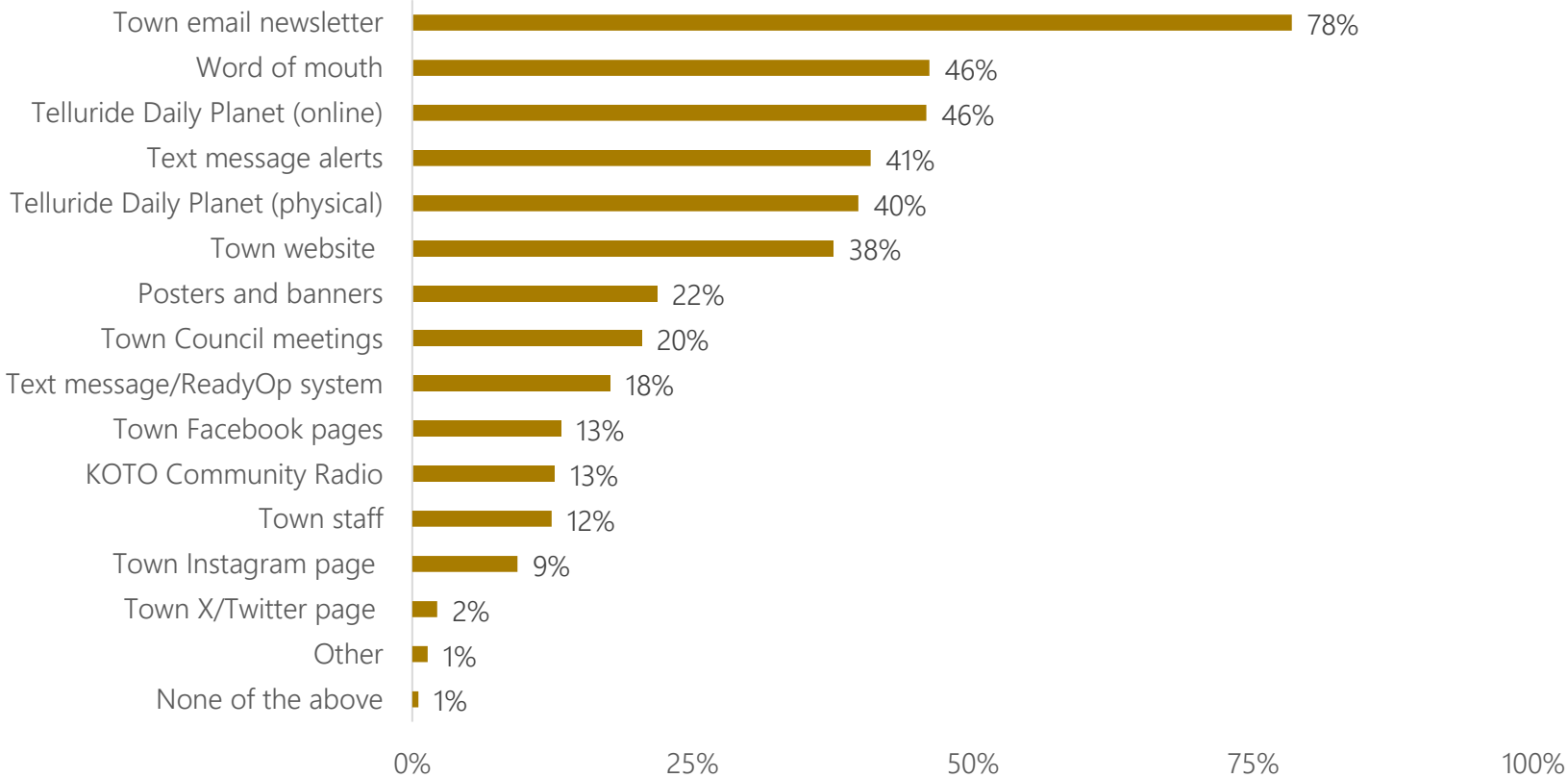
Q30. Do you feel well informed regarding current Mountain Village news and info?

Q31. What type of Mountain Village information are you most interested in? Select all that apply.

Q36. How would you rate the following aspects of Mountain Village communications?

More than three quarters of respondents receive news and information from the Town email newsletter.

News and Information Sources



> The town email newsletter, text alerts, and the town website were most commonly selected as a preferred source of information about Mountain Village.

It should be noted, however, that the survey sample was collected from the Town email newsletter list, which could be a reason for this result.

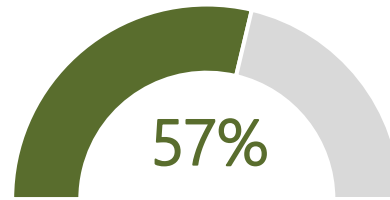
> Few respondents get their news and information about Mountain Village from social media sites.

Q32. From what sources do you receive your news and information about Mountain Village? Select all that apply.

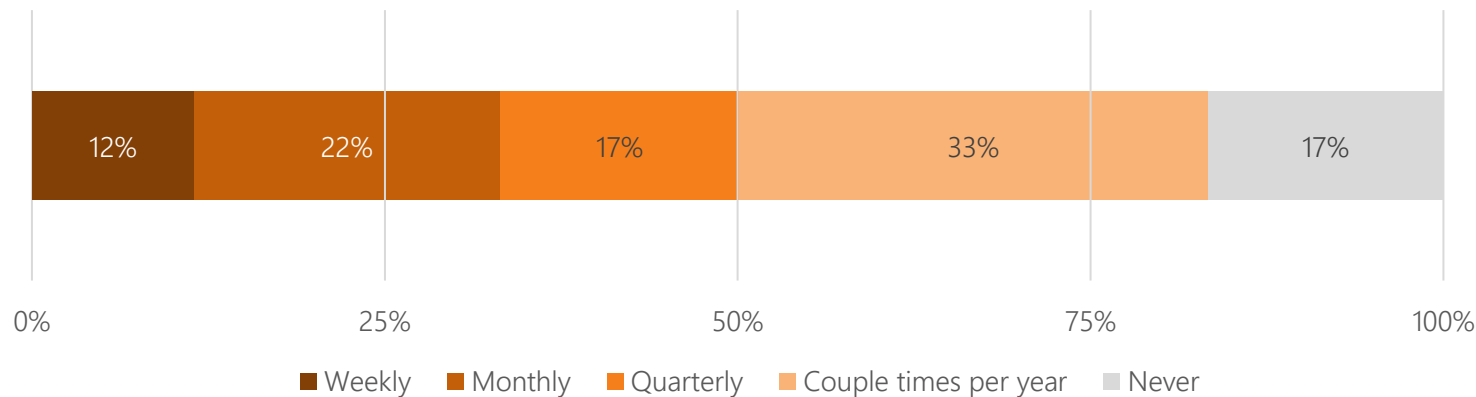
Q33. What are your three most preferred sources for information about Mountain Village?

Over half of respondents read Town ads in the paper, and half access the Town website at least once per quarter.

Percentage of respondents that read Town ads in the Daily Planet:



Frequency of Accessing the Town Website



Not shown:

- > Full-time residents accessed the Town's website more frequently than part-time residents.
- > Older MV residents were more likely to report reading Town ads in the local newspaper than younger adults.

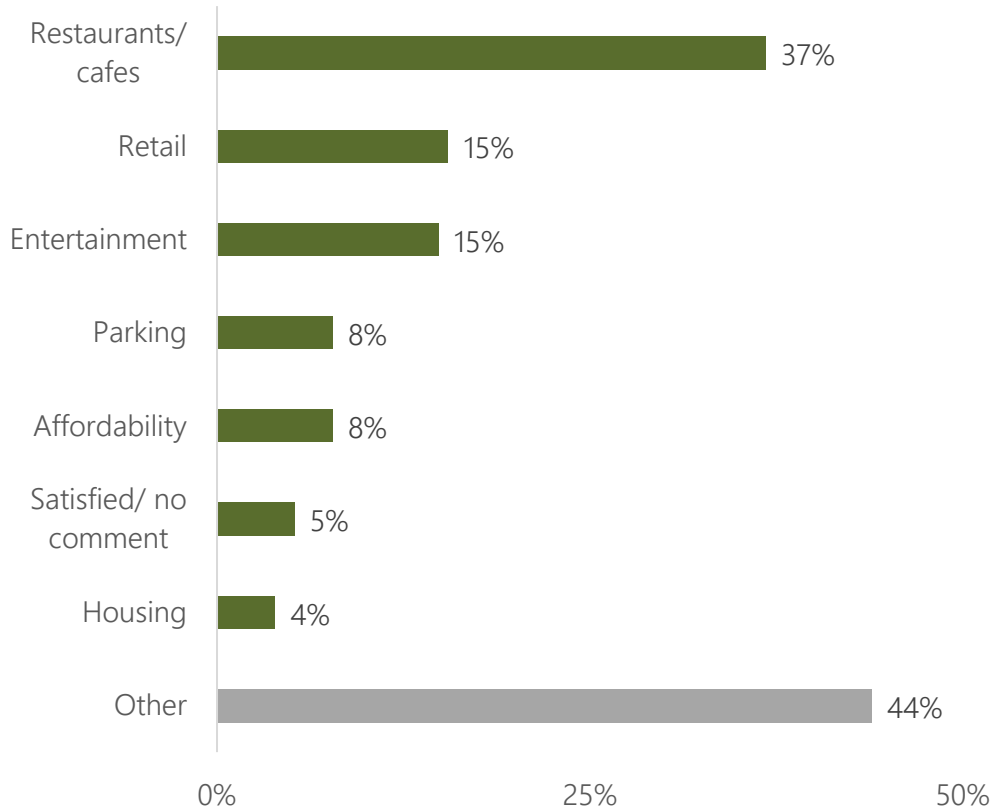
Q34. How often do you access the Town's website (townofmountainvillage.com) in a 12-month period?

Q35. Do you read Town ads in the local newspaper, the Telluride Daily Planet?

DETAILED FINDINGS
BUSINESS DEVELOPMENT

More than a third of respondents would like to see more restaurants and cafes in the Village Center.

Suggested Improvements to Enhance Resident Experience in Village Center



A variety of food choices and options for dining. The options have gotten pretty stale over the years.



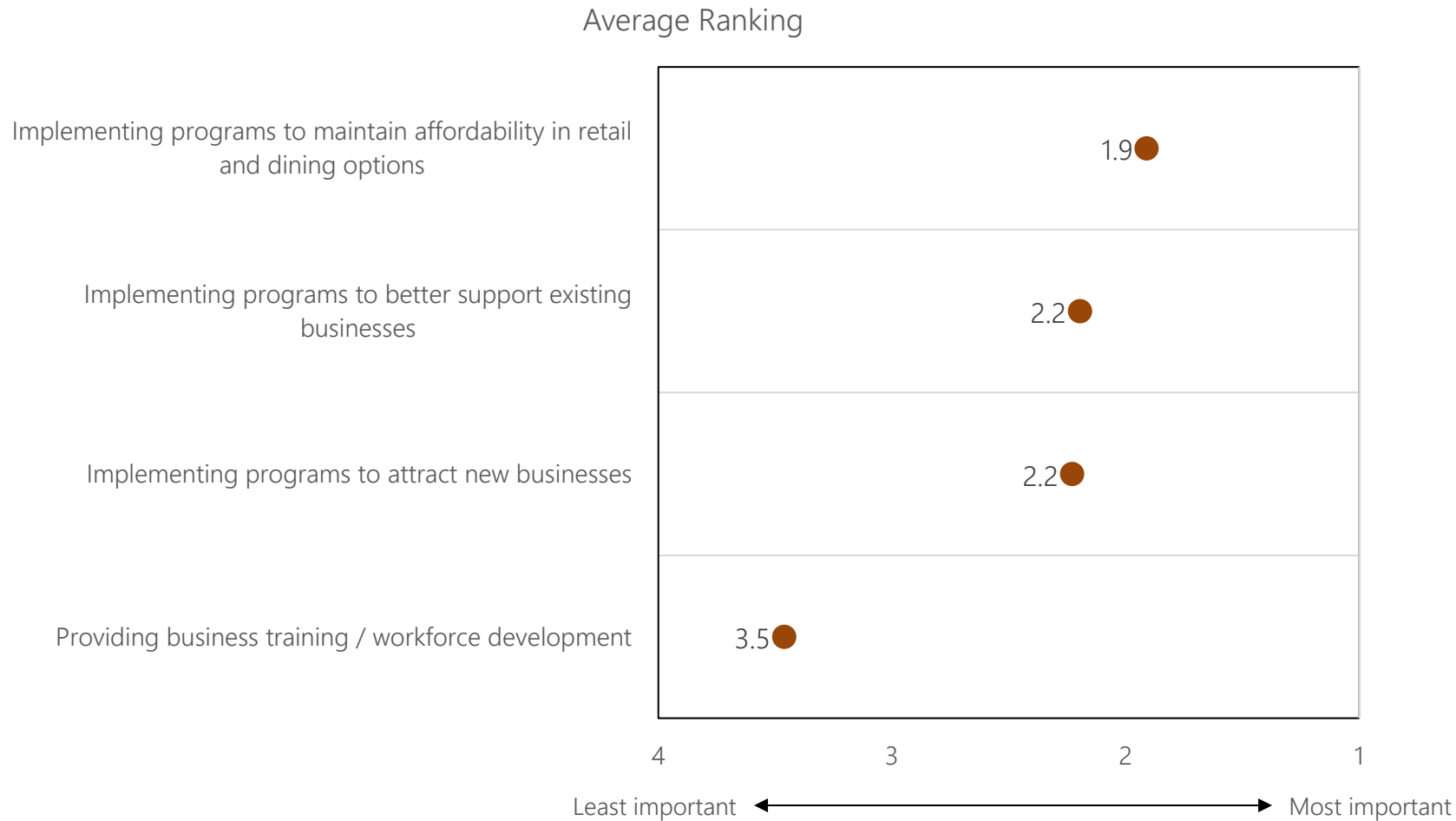
More festive Apres options in winter, ice rink events/shows, small village General Store.



Creation of more town-owned commercial space for business owners to lease and create more business - especially food and drinks.

Examples of verbatim responses

On average, maintaining affordability was ranked as more important than providing business training/workforce development.

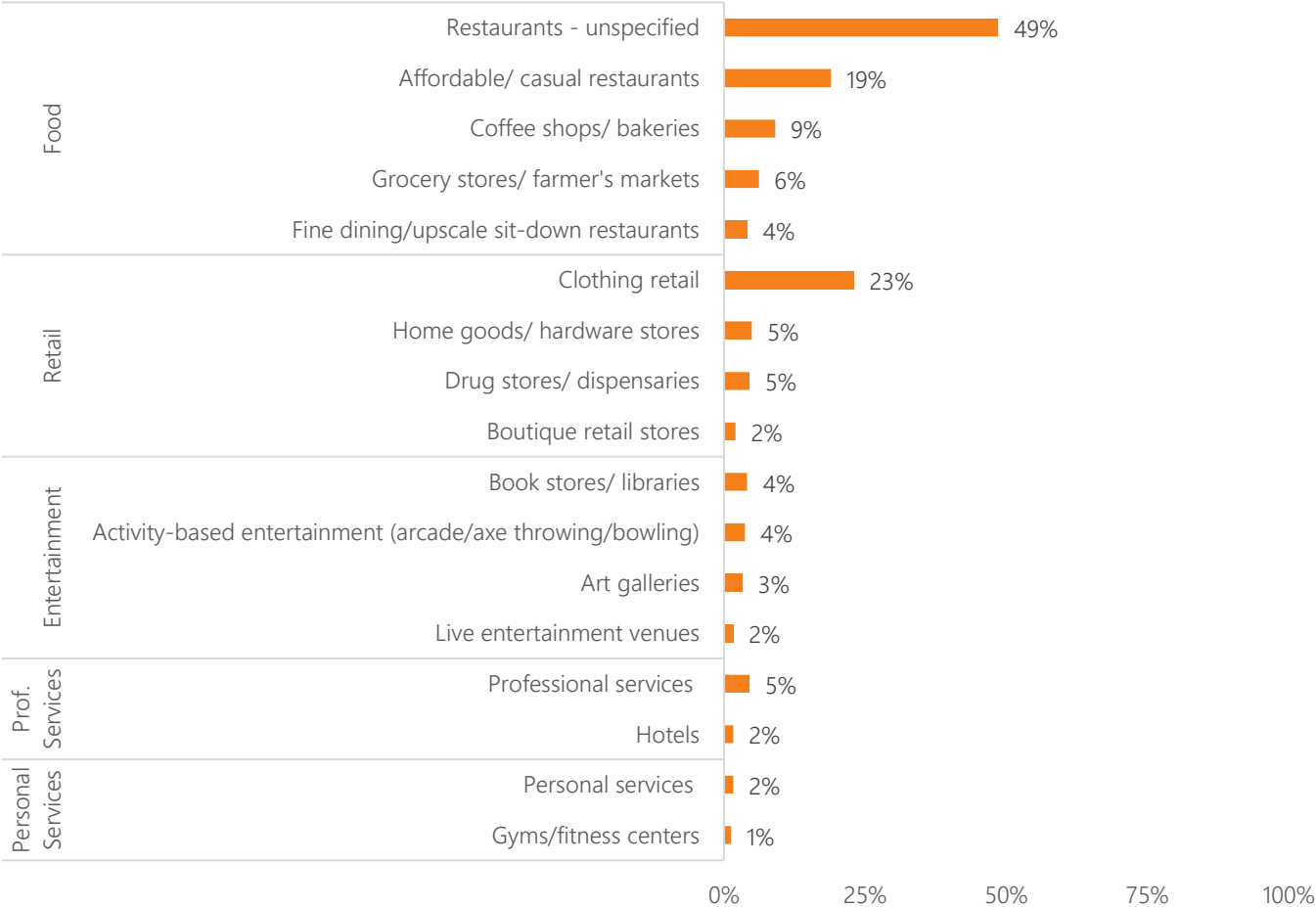


Not shown:

- > Younger people (18-34) ranked business training/workforce development higher than older adults.
- > Those very satisfied with Mountain Village as a place to live thought attracting new businesses was most important, whereas people less satisfied thought maintaining affordability in retail and dining was most important.

Nearly half of respondents would like to see more restaurants in Mountain Village.

Desired Businesses in Mountain Village



“
No more t-shirt/ski shops - we need some real stores - ones that scream affordability.
 ~
A true coffee shop with a vibe that promotes hanging out, having casual meetings, getting work done.
 ~
More Restaurants that are professionally managed.”

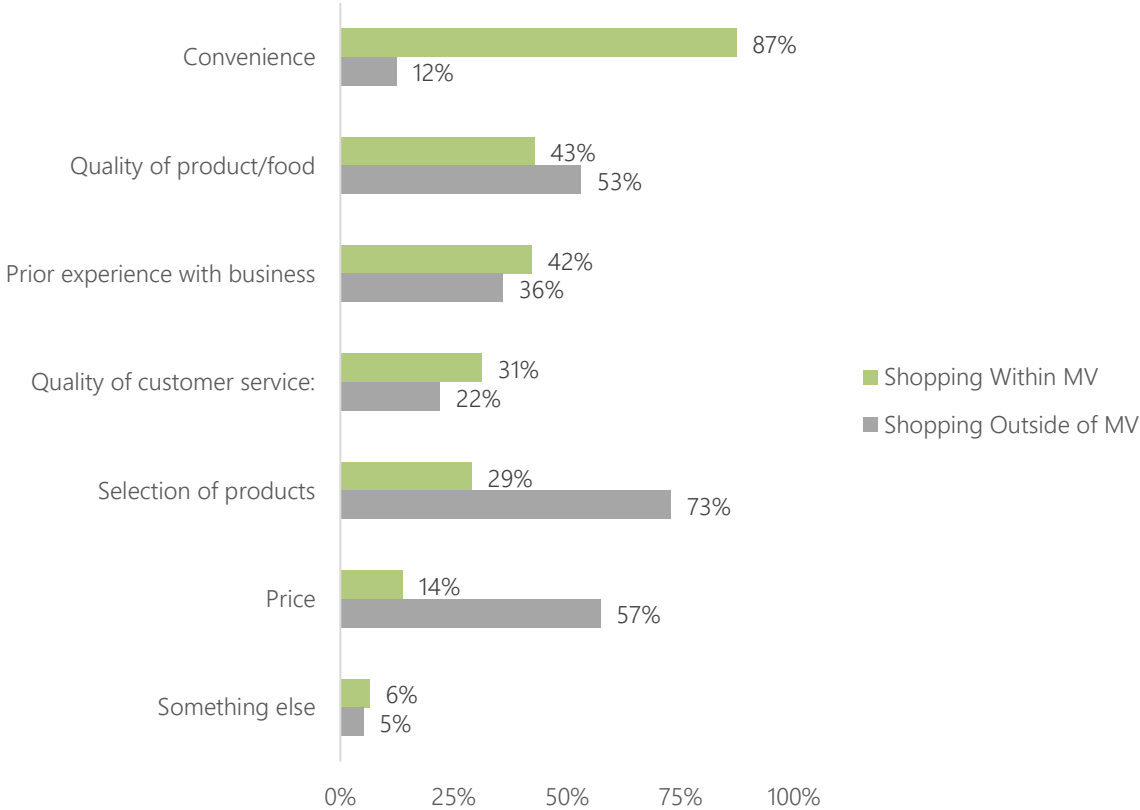
Examples of verbatim responses

Q39. Which types of businesses, if any, would you like to see more of in Mountain Village?

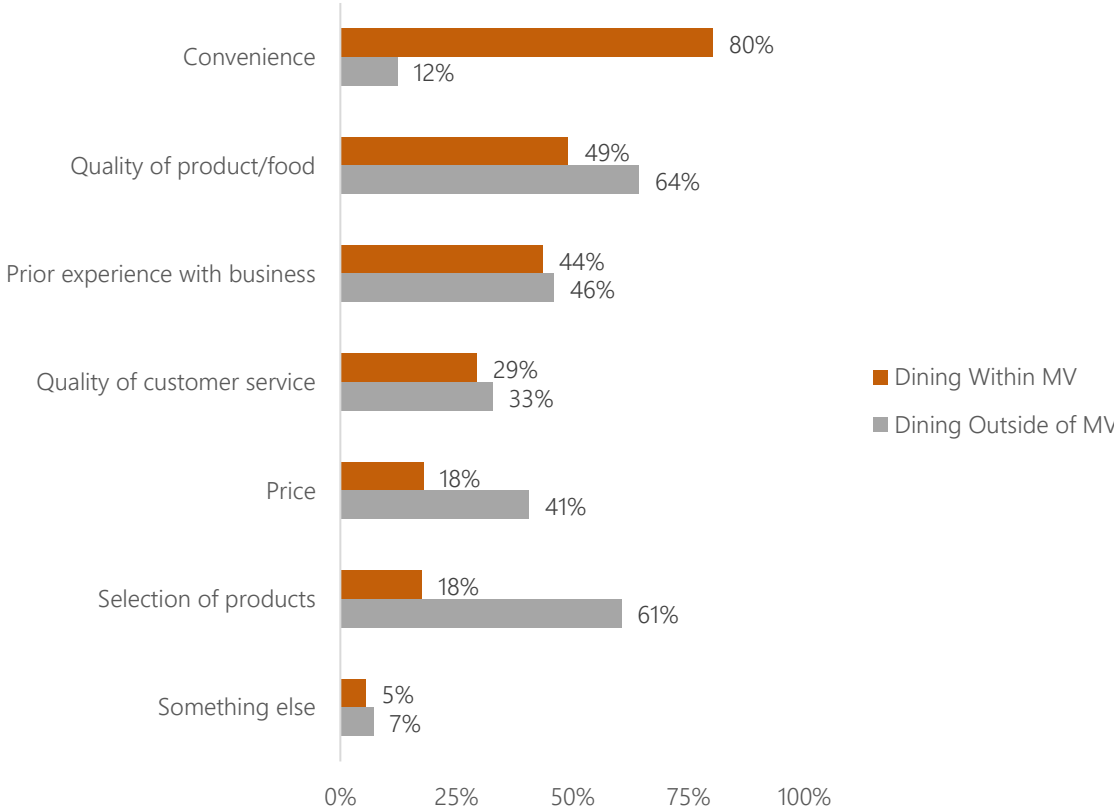
Open ended question. Responses were coded into non-exclusive common themes shown here. Full verbatim comments can be found in an accompanying data file.

For both shopping and dining, people usually stay within MV for convenience and go outside of MV for selection and quality of products and price.

Reasons for Shopping Within/Outside of MV



Reasons for Dining Within/Outside of MV

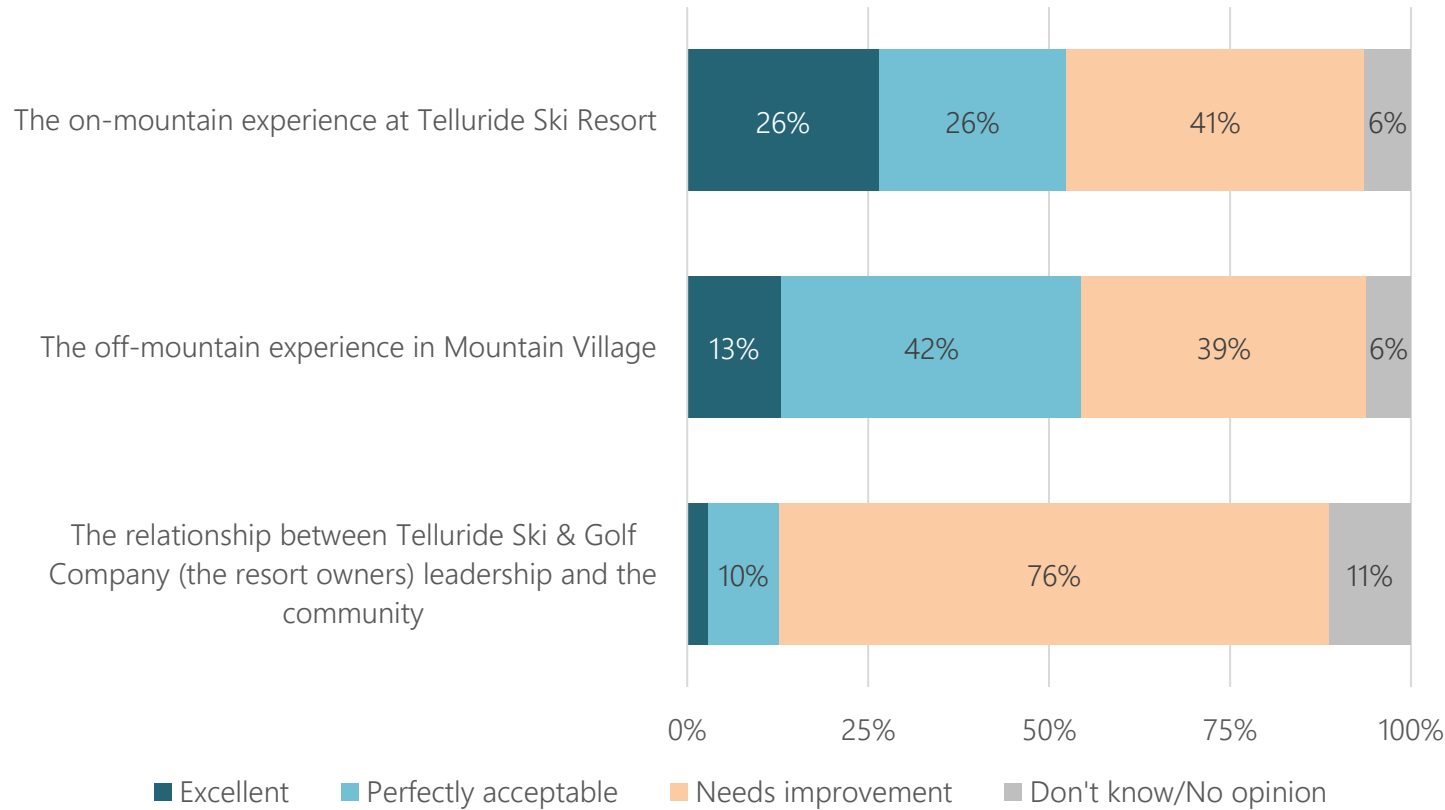


Q40 & Q41. Which of the following factors are the most common reasons you may shop/dine locally within Mountain Village? Please select all that apply.
 Q42 & Q43. Next, which of the following factors are the most common reasons you may shop/dine outside of Mountain Village? Please select all that apply.

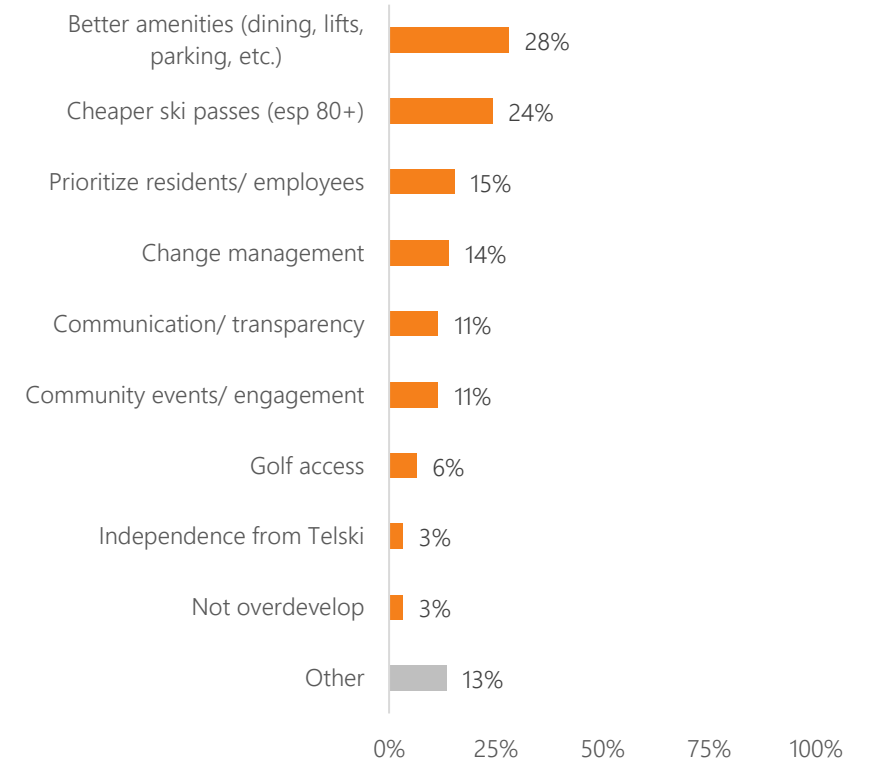
DETAILED FINDINGS
RESORT RELATIONS

People are happy with the on- and off-mountain experience, but dissatisfied with the relationship between the resort owners and the community.

Ratings of Resort Relations



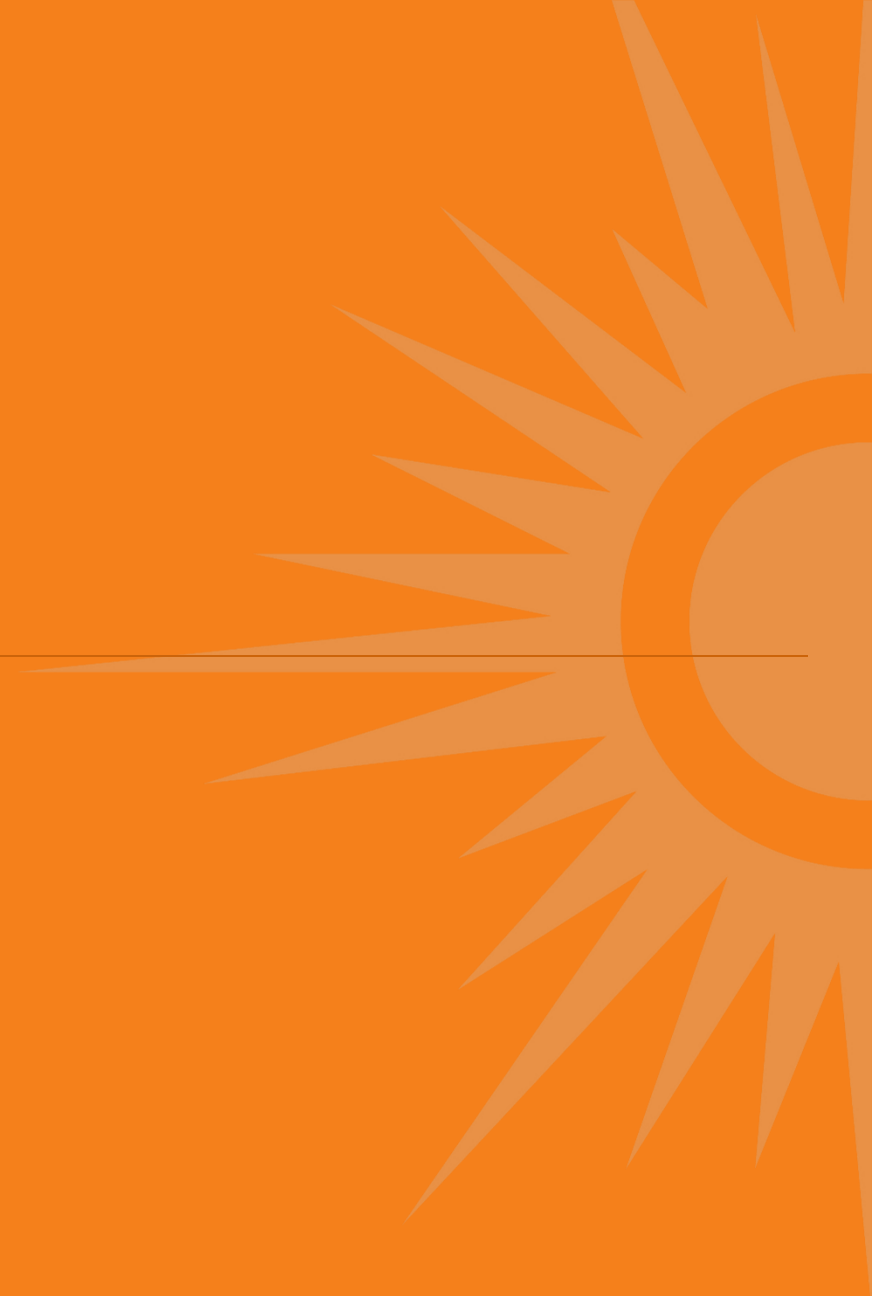
How Resort Leadership Could Improve Relations with Community* (n=157)



Q44. How would you rate each of the following?
 Q45. (Optional) What, if anything, could the resort leadership do to improve relationships with the community?

*Open ended question. Responses were coded into non-exclusive common themes shown here. Full verbatim comments can be found in an accompanying data file.

APPENDIX



RESPONDENT PROFILE

Total Respondents: 365

Gender		Work Status		Language Spoken at Home	
Male	58%	Employed (full-time)	35%	English	99%
Female	42%	Employed (part-time)	5%	Spanish	4%
Prefer to self-describe	1%	Self-employed	26%	Other	2%
Retired		38%			
Other		5%		Age Category	
Race/Ethnicity		Residency		18-34	4%
American Indian/Alaska Native/Native American	0%	Full-time resident	44%	35-44	11%
African American/Black	0%	Part-time resident	31%	45-54	15%
Asian, Asian Indian, Native Hawaiian or Pacific Islander	1%	Home Status		55-64	29%
Hispanic, Spanish/Latino/x	3%	Rent	11%	65 or older	42%
White/Caucasian	90%	Own	88%		
Some other race	2%	Something else	1%		

METHODOLOGY

Survey Mode The survey was administered online, with both desktop and mobile versions available. The survey was offered in English and Spanish (though no Spanish responses were collected).

Sampling and Execution Corona Insights programmed and hosted the online survey. Mountain Village provided a contact list of 5,981 residents to Corona Insights. Mountain Village sent an announcement email to members and Corona sent email invites to all contacts as well as reminders to non-participants.

Incentive Participants could enter into a drawing and have an opportunity to win one of ten \$100 gift cards to a Mountain Village business.

Survey Period All responses were collected between February 11th and March 3rd, 2025.

Survey Length The survey was 59 questions long, and the median time for survey completion was 19 minutes.

Total Completes After data cleaning, the survey had 365 usable responses, representing a 6% response rate.

Analysis Data were cleaned, analyzed, and reported as percentages and averages. Results were tabulated overall and by primary residence. Open-ended responses were reviewed, and if appropriate, coded.

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Suite 1600
Denver, CO 80202
303.894.8246
CoronaInsights.com





Each and every student will achieve personal success through quality education

Superintendent
Telluride School District
725 West Colorado Avenue
Telluride, CO 81435
Phone: 970-728-6617
www.TellurideSchool.org

The Telluride School District will support each and every student in achieving personal success through quality academics while addressing individual needs within a safe and healthy community

Telluride School District Funding Concerns for 2025-26

2/25/2025

1. HB24-1448 created a new educational funding formula that will hurt Telluride specifically in the following ways:
 - The Cost-of-Living Factor previously set at 1.595 for Telluride, is now capped at 1.23. This in essence results in a decrease of around \$1M in our \$13M Total Program Funding from the funding formula.
 - The use of a Locale Factor to determine our size and remoteness would result in an additional decrease of over \$1M in Total Program Funding, simply because the population of Telluride increased from just under 2500 to just over 2500, which changes our Locale Factor from 1.25 to 1.10.
2. Given the forecasted state revenue shortfall of \$700M, the Governor has proposed an additional change to the funding formula that would have an additional impact of over \$1M in Total Program Funding. This proposal would change the current funded student count from multi-year averaging to a single-year student count immediately.
3. Since we have a 30% Mill Levy Override which assesses our local taxpayers 30% on top of Total Program Funding, a loss in Total Program Funding means we collect less in MLO, further decreasing our revenue.
4. While there is currently a 5-year Hold Harmless provision in HB24-1448 to protect us from the immediate impact of the HB24-1448 changes, there is discussion of removing this to further “save money” at the state level.
5. The state’s “solution” in HB24-1448 for our loss in funding is to allow us to go to our local voters for an increased MLO. We have been at the state maximum 30% MLO under the 1994 funding formula. HB24-1448 would allow Telluride to increase that MLO to 50%. No other district in the state would be allowed to go as high as 50%.
6. None of this even relates to what could happen with federal funding.

I am happy to provide additional information or speak in more detail at any time.



*Each and every student will achieve personal
success through quality education*

TMV

March 20, 2025

*The Telluride School District will support each and every student in
achieving personal success through quality academics while addressing
individual needs within a safe and healthy community.*

Funding Update - 2025-26 Revenue Forecasting

TSD Estimate of Funding Impact

	PPR	Student Count	Funding	Decline from Current year	Including additional 30% loss from MLO
2024.25 January 2025 Update FINAL CURRENT YEAR FUNDING	\$15,830	844.6	\$13,370,069		
Possible Scenarios for 2025.26					
2025.26 Current Formula 5-yr count	\$16,243	819.4	\$13,309,514	(\$60,555)	(\$78,721)
2025.26 Current Formula 1-yr count	\$16,243	746.5	\$12,125,228	(\$1,244,841)	(\$1,618,294)
2025.26 HB24-1448 No Hold Harmless Locale Factor 0.25, 1-yr count	\$15,562	746.5	\$11,617,033	(\$1,753,036)	(\$2,278,947)
2025.26 HB24-1448 No Hold Harmless Locale Factor 0.10, 4-yr count	\$14,135	804.4	\$11,370,297	(\$1,999,772)	(\$2,599,704)
2025.26 HB24-1448 No Hold Harmless Locale Factor 0.10, 1-yr count	\$14,135	746.5	\$10,551,873	(\$2,818,196)	(\$3,663,655)

Funding Update - 2025-26 Revenue Forecasting Projection of How Adequacy Studies Indicate We Should Be Funded

	Total Program Funding	Recommended Increase	% Increase
2024.25 January 2025 Update FINAL CURRENT YEAR FUNDING	\$13,125,996		
Adequacy Study Recommendations:			
>Input Study (APA)	\$15,567,364	\$2,441,368	18.6%
>Output Study (AIR)	\$15,297,180	\$2,171,184	16.5%

Source: Colorado School Finance Project 2/2025

Funding Update - 2025-26

What Can We do to advocate for funding?

Who to contact:

- ▶ [Representative Don Suckla](#) - use talking points on the following slide
- ▶ [Senator Cleave Simpson](#) - use talking points on the following slide
- ▶ [Great Education Colorado](#) - to join the “Get It Done” advocates team for the Adequacy Studies

Funding Update - 2025-26

What Can We do to advocate for funding?

► Main talking points:

1. Do not support the Governor's Proposal to take away multi-year averaging and move to 1-year student count for funding, it would decrease funding to many districts in Colorado at a time when increased funding is needed. Telluride would lose over \$1Million in Total Program Funding from this alone.
2. Please support any bill that would pause implementation of HB24-1448, given the revenue concerns that exist, and the issues that still exist with HB24-1448.
3. Fix the Locale Factor issue with HB24-1448. The current NCES Factor was never intended for funding calculations. Telluride's "Urban Cluster" population increase from just under 2,500 to just over 2,500 will result in a loss of over \$1Million in Total Program Funding because of this factor's use in the formula.
4. Please do not support any bill that would remove or decrease the Hold Harmless Factor in HB24-1448.
5. Please pay serious attention to the recommendations from the Adequacy Studies, which the General Assembly passed legislation to fund at significant expense. These recommendations make clear we are underfunding education in Colorado by billions of dollars. It is imperative the General Assembly appoint a committee in 2025 to develop a blueprint on how to implement the Adequacy Studies.



TO: Mountain Village Town Council
FROM: Lauren Kirn, Sustainability & Grant Projects Manager
DATE: March 12, 2025
RE: Wetlands and beaver coexistence in the Telluride Region

Executive Summary

The Telluride Region has a long history of wetlands and beaver presence, which were established well before the mining era and the ski destination we know today. In his presentation, Dr. Rory Cowie of Alpine Water Resources will discuss this rich history, the importance of wetlands as wildfire defensible space and biodiversity havens, his expertise in managing human-beaver interactions, and examples of beaver impact mitigation projects from within the region.

Attachments

1. Alpine Water Resources (AWR) Mission and Background

March 20th Town Council Presentation

Dr. Rory Cowie is the President and Owner of Alpine Water Resources (AWR), a company that seeks to identify, understand, and provide innovative and effective solutions to environmental problems. With a PhD in Mountain Hydrology from the University of Colorado and a Bachelor of Arts in Ecology and Wildlife Biology from Colorado College, Dr. Cowie has extensive knowledge and firsthand experience in rural mountain ranges around the world. Over 20 years of this experience has been spent working on beaver management and monitoring in the San Juan Mountains. He is intimately familiar with the history of wetlands, beavers, development, and human-wildlife challenges within the Telluride Region. He will provide firsthand insight into a variety of projects that have been implemented over the years to resolve these challenges in a long-term, sustainable manner that benefits mountain ecosystems and their communities.

Moving Forward

Through conversations and feedback gathered as a result of this presentation, Town staff will work with AWR to develop a work plan targeting human-beaver conflict resolution within the Meadows area for the remainder of 2025.



<https://alpinewaterresources.com/>

Our Mission

Unravel environmental problems and to collaborate with businesses, agencies, and research teams to safely implement innovative and effective environmental solutions that benefit mountain ecosystems and communities.

Rory Cowie, PhD
President and Owner

Bio

Rory has a PhD in Mountain Hydrology from the University of Colorado and a BA in Ecology and Wildlife Biology from Colorado College. Dr. Cowie has worked in remote mountain ranges around the world including projects on Mt. Kilimanjaro in Kenya, the Annapurna and Everest regions of Nepal, Mt. Blanc and the Italian Alps, and across the Rocky Mountains and Alaska Ranges in North America. Dr. Cowie's most extensive work has occurred in the San Juan Mountains of SW Colorado and is currently based in Silverton, CO.

Dr. Cowie's professional interests are focused on the processes controlling hydrologic fluxes in mountain regions and across greater earth systems. Specifically, he works on understanding surface water and groundwater interactions in natural and human altered environments. Dr. Cowie's work focuses on both the development of remediation strategies to improve water quality in disturbed settings and understanding how changing climate will impact water resource management practices across various spatial and temporal domains.

Alpine Water Resources uses physical hydrology principles combined with analytical chemistry analysis to unravel complex hydrogeology scenarios in mountain settings. Practical applications include identification of surface and sub-surface water flow paths connecting source waters to discharge points in natural (i.e. wetlands and fens) and anthropogenic (i.e. hard rock mining tunnels) locations across mountain watersheds.

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

GARFIELD & HECHT, P.C.
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**CONFIDENTIAL ATTORNEY-CLIENT PRIVILEGED
MEMORANDUM**

TO: Town of Mountain Village
FROM: Garfield & Hecht, P.C.
RE: Ordinance imposing tax on Ski Tickets
DATE: March 13, 2025

This memorandum explains the background rationale and effect of imposing a 4.5% tax on single and multiday TSG ski tickets.

Background and Rationale

In 2024, Telluride Ski and Golf, LLC (“TSG”) and the San Miguel Authority for Regional Transportation (“SMART”) began exploring how TSG can contribute more to regional transportation. After considering comparable Colorado ski areas and the number of TSG employees and customers using SMART, it was determined that TSG would add a 4.5% fee to some products to generate revenue for SMART. This fee was projected to provide SMART with \$1.5 million dollars annually for future gondola and regional transportation needs.

However, TSG added significant modifications to the proposed TSG-SMART agreement, and talks have stalled. The Town, as a governmental entity, holds the power to impose an excise tax on ski tickets as other Colorado municipalities have done. To do so, the Town will need to pass a resolution referring the tax ballot question to the voters and pass an ordinance that lays out the terms of the tax if the voters approve the imposition of the tax. To have a tax in place by the beginning of ski season in early November, the Town will need to propose the ballot question during the June 24, 2025, general election. Given timelines for TABOR questions and Town ordinances, the first reading of the Ordinance must occur during the March 20, 2025, Town Council meeting.

Effect of Ordinance

This Ordinance imposes a 4.5% excise tax on all single and multi-day lift tickets to be used at any ski area operating at least one lift within Town boundaries, regardless of where the ticket is purchased. The Ordinance is modeled off of the Town of Breckenridge’s lift ticket tax which has been in effect for several years. The tax is levied on all tickets to be used between November 1 and April 30 to capture skiers but carve out summer uses like mountain biking. Under the Ordinance,

TSG is required to collect the tax and remit it to the Town monthly or as determined by the Town Finance Director. Taxing all ski tickets means that only the Town needs to pass this tax, avoiding potential coordination problems with the Town of Telluride. Season passes are exempt, and multi-ski-area tickets are exempt because the Town has no jurisdiction to tax tickets that may never be used within Town boundaries.

Discussion Points

The Ordinance currently includes several blanks for topics requiring feedback from Council. Specifically, Council needs to decide whether to include the following terms:

3.06.040: Should tax proceeds go into the general fund or be restricted to a specific purpose? Earmarking the proceeds may help the tax pass. The Town of Breckenridge, for example, places tax revenue into a parking and transportation fund.

3.06.050(C): Should the Ordinance include a rebate procedure for any individual residing within the 81435 or 81426 zip codes? Exempting season passes will probably carve out most locals.

3.06.090(B) part II: If Council decides earmark tax revenues generated under this Ordinance in section 3.06.040, the Ordinance should add a disclaimer to this provision to clarify that revenues credited to the designated fund are not confidential information and may be disclosed to the public.

Proposed Action

“I move to approve Ordinance 2025-___, **AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO, ADDING CHAPTER 3.06 TO THE TOWN OF MOUNTAIN VILLAGE MUNICIPAL CODE TO IMPOSE A TAX ON SKI TICKETS** on first reading and ask the Town Clerk to set a public hearing on the Ordinance for April 24, 2025.”

ORDINANCE NO. 2025-__

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE,
COLORADO, ADDING CHAPTER 3.06 TO THE TOWN OF MOUNTAIN VILLAGE
MUNICIPAL CODE TO IMPOSE A TAX ON SKI TICKETS**

WHEREAS, pursuant to Resolution No. ____, Series of 2025, the Town of Mountain Village Town Council (“Council”) submitted a ballot question to the eligible electors of the Town of Mountain Village (“Town”) requesting authorization of a tax on ski lift tickets at the regular municipal election held on June 24, 2025; and

WHEREAS, Article VIII, Section 8.4 of the Town’s Home Rule Charter authorizes the Town to levy and collect taxes for municipal purposes, subject to the requirements of the Colorado Constitution for voter approval; and

WHEREAS, subject to the approval of a majority of voters at the election to be held on June 24, 2025, the Town Council desires to add a new chapter to the Town Municipal Code to implement the tax and to provide definitions, procedures, and penalties relating thereto.

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

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

Section 2. A new Chapter 3.06 of the Town of Mountain Village Municipal Code is hereby enacted as follows:

Chapter 3.06. Ski Ticket Tax

3.06.010 Purpose; Agreements Authorized

A. The purpose of this chapter is to impose an excise tax of four and one-half percent (4.5%) on the price paid for each single and multiday ski lift ticket purchased either within the town or elsewhere only for use at a ski area which has one (1) or more ski lifts located in whole or in part within the town during the annual period between November 1 and April 30. Admission to such a ski area pursuant to such a single or multiday ski lift ticket is a taxable privilege. It is the further purpose of this chapter to require a ski area operator to collect such lift ticket tax for the town, all as provided in this chapter.

B. The town is authorized to enter into one (1) or more agreements with any ski area operator related to the ski area operator's collection of such lift ticket tax for the town.

3.06.020 Definitions

A. The following words and phrases, when used in this chapter, shall have the following meanings:

DESIGNATED REVENUES: All revenues collected by the town pursuant to this chapter.

FINANCE DIRECTOR: The Finance Director of the town, or such person's designee.

LIFT TICKET: A right to use a ski lift at a ski area. A lift ticket shall include, without limitation, the right to use a ski lift at a ski area for a single day by scanning a pass issued by a partner of a ski area operator, provided that each day of use generates a separate transaction between the ski area operator and the issuer of such a pass.

LOCAL SKI AREA: A ski area which has one (1) or more ski lifts located in whole or in part within the town.

RECORDS: Any books, accounts, papers, memoranda, or other records of a ski area operator for a local ski area, regardless of their form or format, that are or may be relevant to determining the amount of the tax due from such ski area operator.

SEASON PASS: All lift ticket products that provide access to a local ski area for the majority of the ski season, but not including the single-day transactions connected with a third party pass defined as a lift ticket, above.

SKI AREA: The area accessed by ski lifts designated and under the control of a single ski area operator.

SKI AREA OPERATOR: Any business entity having operational responsibility from time to time for a local ski area.

TAX: The tax payable to the town pursuant to this chapter.

TAXABLE LIFT TICKET: A lift ticket purchased at any time during the calendar year for use only at a local ski area during the annual period between November 1 and the following April 30.

3.06.030 Imposition of Tax

A. On and after one (1) minute after twelve o'clock (12:01) A.M., August 1, 2025, there is levied and there shall be paid by each purchaser of a taxable lift ticket an excise tax as described in this chapter. Such tax is due and shall be paid for the exercise of a taxable privilege.

B. The amount of the tax hereby levied is four and one-half percent (4.5%) of the actual purchase price of each taxable lift ticket, whether purchased within the town or elsewhere; provided, that a tax derived from calculations resulting in a fraction of a cent being a part of the tax shall be increased or rounded to the next whole cent.

3.06.040 Use of Tax Revenues

A. _____

3.06.050 Exemptions; Rebates; Burden of Proof

A. The tax imposed by this chapter does not apply to:

1. Season passes;
2. Any lift ticket not specifically sold to provide the right of entry solely to a local ski area (including, by way of example, any lift ticket which provides the right of entry to one (1) or more ski areas located outside of the town as well as a local ski area);
3. Any passes or lift tickets sold for summer activities; or
4. Any other items or activities besides those lift tickets intended for ski lift use solely at a local ski area between November 1 and April 30.

B. The burden of proving that any transaction is not subject to the tax implemented by this chapter shall be upon the person making such assertion.

C. _____

3.06.060 Payment of Tax to Ski Area Operator

The tax imposed by this chapter shall be paid by the purchaser of the taxable lift ticket to the ski area operator that sold the taxable lift ticket.

3.06.070 Collection of Tax by Ski Area Operator

A. The tax imposed by this chapter shall be collected from the purchaser of the taxable lift ticket by the ski area operator that sold the taxable lift ticket. In collecting the tax the ski area operator acts as a collection agent for the town. Each ski area operator shall be liable and responsible for the collection of the tax as provided in this chapter.

B. The tax imposed by this chapter shall be added to the purchase price, charge, or other consideration paid for the taxable privilege of admission to a local ski area arising from the purchase of a taxable lift ticket.

C. A credit shall be allowed against the amount due to the town under this chapter for any tax that would be due for an unused single-day taxable lift ticket, or any unused portion of a multiday taxable lift ticket, the purchase price of which has been refunded by the ski area operator to the purchaser of the taxable lift ticket.

D. Nothing in this chapter shall be read as limiting in any way or at any time a ski area operator's sole and absolute discretion to alter the terms, conditions, or price of any lift ticket, to create a new type of lift ticket, or to add or remove access to one (1) or more ski areas located outside of the town without regard to any resulting change to the applicability of the tax to such a lift ticket; provided, however, that any such ski area operator shall remain responsible for the collection and remittance of the tax on any and all taxable lift tickets.

3.06.080 Remittance of Collected Tax

- A. Each ski area operator shall file a return each month with the finance director on or before the twentieth day of each month for the preceding month and remit to the finance director all tax collected by such ski area operator during the preceding month.
- B. The finance director may, upon request of the ski area operator or other taxpayer, accept returns at such intervals as will, in the opinion of the finance director, better suit the convenience of the ski area operator or other taxpayer and will not jeopardize the collection of the tax, including an annual tax return. If any ski area operator or other taxpayer who has been granted permission to file reports and pay tax on other than a monthly basis shall become delinquent, then authorization for such alternative method of reporting may be revoked by the finance director or his or her authorized agent, and immediately following notice of revocation, the ski area operator or other taxpayer will be required to file reports and pay tax, interest, and penalties on a monthly basis for all unreported or unpaid tax in the same manner required by law under conditions that would prevail as if the ski area operator or other taxpayer had never been granted the alternate method of reporting and paying the tax.
- C. The tax return and tax remitted to the finance director shall be made in such manner and upon such forms as the finance director may prescribe.

3.06.090 Preservation of Returns and Other Records; Confidentiality

- A. Returns filed pursuant to this chapter shall be preserved for a period of three (3) years from the date of filing with the finance director, after which time the finance director may order them destroyed.
- B. Municipal Code Section 3.04.130, concerning confidentiality of tax returns and information, applies to tax returns and information provided to the town pursuant to this chapter;
- _____.

3.06.100 Records and Accounts to be Kept

Each ski area operator shall keep and preserve suitable records of all sales of taxable lift tickets sold, and such other books or accounts as may be necessary to determine the amount of tax for the collection or remittance of which the ski area operator is liable and responsible hereunder. It is the duty of each ski area operator to keep and preserve all such books, invoices, and other records for a period of three (3) years following the date the taxes were due to the town. Such items shall be open for investigation by the finance director. When a ski area operator fails or refuses to file a return the tax may be assessed by the finance director and collected without regard to the statute of limitations.

3.06.110 Audit, Investigation, Collection, and Enforcement Procedures

Except for those provisions that by their terms cannot apply, the procedures for audit, investigation, and enforcement of the town's sales tax as provided in chapter 3.04 of this title shall apply to the audit, investigation, and enforcement of the tax imposed by this chapter.

3.06.120 Tax in Addition to all Other Taxes

The tax imposed by this chapter shall be in addition to all other taxes imposed by law.

3.06.130 Administration by Finance Director; Rules and Regulations

The administration of all provisions of this chapter is vested in and shall be exercised by the finance director, who shall prescribe forms and formulate and promulgate reasonable rules and regulations in conformity with this chapter for the making of returns, the ascertainment, assessment, and collection of taxes imposed, and the proper administration and enforcement thereof.

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.

Section 5. 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 6. Effective Subject to Election. This Ordinance shall become effective only if the ballot measure imposing the tax is approved by a majority of the voters at the regular election on June 24, 2025.

Section 7. Public Hearing. A public hearing on this Ordinance was held on the ___ day of _____, 2024, in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado 81435.

Section 8. 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 E. Gomez (Rick)				

3. After the Council’s approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on _____, 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 E. Gomez (Rick)				

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Town this ___ day of _____, 2025.

 Susan Johnston, Town Clerk
 (SEAL)