

**TOWN OF MOUNTAIN VILLAGE
TOWN COUNCIL MEETING
THURSDAY, APRIL 20, 2023, 2:00 PM
2nd FLOOR CONFERENCE ROOM, MOUNTAIN VILLAGE TOWN HALL
455 MOUNTAIN VILLAGE BLVD, MOUNTAIN VILLAGE, COLORADO
AGENDA **REVISED 1****

https://us06web.zoom.us/webinar/register/WN_a7u4wshQRMup7jKpA6gkog

Please note that times are approximate and subject to change.

	Time	Min	Presenter	Type	
1.	2:00				Call to Order
2.	2:00	75		Legal	Executive Session for the Purpose of: <ul style="list-style-type: none"> a. Conference with the Town Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions, to Determine Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations and/or Instructing Negotiators, In Connection With Proposed Wastewater Treatment Plant Authority Pursuant to C.R.S. 24-6-402(4), (b), and (e) b. Conference with the Town Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions, to Determine Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations and/or Instructing Negotiators, In Connection With the Acquisition of Property Pursuant to C.R.S. 24-6-402(4)(a), (b), and (e) c. Conference with the Town Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions, to Determine Positions Relative to Matters that may be Subject to Negotiations, Developing Strategy for Negotiations and/or Instructing Negotiators, In Connection Telluride Mountain Village Owners Association Lawsuit Mediation Pursuant to C.R.S. 24-6-402(4), (b), and (e)
3.	3:15	5			Public Comment on Non-Agenda Items
4.	3:20	15	Pandolfo	Informational	Discussion of a Potential 2023 Bond Proposal from the Telluride School District
5.	3:35	5	Broadly	Informational	Introduction and Swearing in of Officer Jeff Horn
6.	3:40	5	Schooley	Action	Consent Agenda: All matters in the Consent Agenda are considered to be routine by the Town Council and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately: <ul style="list-style-type: none"> a. Consideration of Approval of the March 16, 2023 Town Council Meeting Minutes b. Consideration of Approval of the March 30, 2023 Special Town Council Meeting Minutes
7.	3:45	10	Lemley	Informational Action	Finance: <ul style="list-style-type: none"> a. Presentation of the March 31, 2023 Business & Government Activity Report (BAGAR) b. Consideration of Approval of the March 31, 2023 Financials
8.	3:55	45	Loebe Horning	Worksession	Discussion with Telluride Ski & Golf Regarding the Importance of Managed Parking (Part 2)

**TOWN COUNCIL MEETING
AGENDA FOR APRIL 20, 2023**

			Vidor		
9.	4:40	10	Wisor Lemley Kalanick	Action	Mountain Village Housing Authority: Consideration of Approval of a Resolution of the Town of Mountain Village Housing Authority, Authorizing the Leasing of Certain Real Property to the Town of Mountain Village, Colorado, and the Execution and Delivery by the Authority of a Master Lease Agreement, and Other Documents Incidental Thereto, All for the Purpose of Financing a Portion of the Cost of Acquiring, Constructing and Equipping an Additional Approximately 35 Units of Multifamily Housing in Village Court Apartments
10.	4:50	5	Wisor Lemley Kalanick	Action	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Authorizing the Leasing of Certain Real Property and the Execution and Delivery by the Town of a Master Lease Agreement, a Site and Improvement Lease Agreement, and a Lease Purchase Agreement, and Other Documents Incidental Thereto, All for the Purpose of Financing a Portion of the Cost of Acquiring, Constructing and Equipping Approximately 35 Units of Additional Multifamily Housing in Village Court Apartments
11.	4:55	5	Holmes Wisor Gazda	Action	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Amending the Municipal Code Section 2.10.040 Relating to Town Council PERA Compensation
12.	5:00	15			Dinner
13.	5:15	25	Ward Rutz	Action Quasi-Judicial	Consideration of a Resolution Approving a Major Subdivision Application for Lots 126R, 152R, OSP-118 and OSP-126 per Community Development Code Section 17.4.13 <i>Continued from the March 16, 2023 Town Council Meeting</i>
14.	5:40	25	Ward	Action Quasi-Judicial	Second Reading, Public Hearing and Council Vote on an Ordinance Considering a Rezone and Density Transfer Application for Lots 126R and 152R per Community Development Code Section 17.4.10. <i>Continued from the March 16, 2023 Town Council Meeting.</i>
15.	6:05	20	Ward	Action Quasi-Judicial	Consideration of a Resolution Approving a Height Variance Request to the Coonskin View Corridor on Lot161A-4, Unit 6 The Ridge, Pursuant to CDC Section 17.4.16 & 17.5.16
16.	6:25	30	Guglielmone	Worksession	Discussion with the Town of Telluride Public Works Department Regarding Status of Wastewater Treatment Plant Expansion
17.	6:55	20	Town Council	Informational	Council Boards and Commissions Updates: <ol style="list-style-type: none"> 1. Telluride Tourism Board - Berry 2. Colorado Flights Alliance - Gilbride 3. Transportation & Parking – Mogenson/Duprey 4. Budget & Finance Committee – Gilbride/Duprey/Mogenson 5. Gondola Committee – Caton/Berry/Prohaska 6. Colorado Communities for Climate Action – Berry 7. San Miguel Authority for Regional Transportation (SMART) – Berry/Prohaska/Mogenson 8. Telluride Historical Museum – Prohaska 9. Alliance for Inclusion – Prohaska 10. Green Team Committee- Berry/Prohaska 11. Business Development Advisory Committee – Caton/Duprey 12. San Miguel Watershed Coalition – Prohaska 13. Telluride Mountain Village Owners Association Governance Auxiliary Committee – Duprey 14. Wastewater Committee – Duprey/Mogenson 15. Mayor’s Update – Benitez

**TOWN COUNCIL MEETING
AGENDA FOR APRIL 20, 2023**

18.	7:15	5		Informational	Other Business
19.	7:20				Adjourn

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting Town Hall at 970-369-6429 or email: mvclerk@mtnvillage.org. A minimum notice of 48 hours is required so arrangements can be made to locate requested auxiliary aid(s).

<https://bit.ly/WatchMVMeetings>

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https://us06web.zoom.us/webinar/register/WN_a7u4wshORMup7jKpA6gkog

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

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

Public Comment Policy:

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



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

March 27, 2023

Dear Friends, Colleagues, and Community Members:

Telluride School District R-1 seeks your thoughts and recommendations on a bond proposal that may appear on the November 7, 2023 ballot.

The proposal is focused on taking a big step forward in addressing the District's growing workforce housing needs as well as protecting and improving facilities at Telluride Elementary and Telluride Intermediate/Middle/High School campuses. Together, these improvements would help maintain the quality of our schools, which are among the highest performing schools in the state.

Given the rapid increase in the cost of housing, the need to expand workforce housing has never been greater. New staff who are considering a relocation to the District are often priced out of the market. Additionally, more of our workforce are forced to commute longer distances, and the wait list for District-owned housing units continues to grow. In addition, there are unmet facility and site improvement needs at our two campuses that go beyond what can be addressed with existing funding.

Following are further details regarding the District's bond proposal:

Workforce Housing Projects

- More than half of the bond proceeds would go toward housing
- Funding would first be used to develop housing on District-owned properties, followed by the purchase of units in new developments, and then for land purchases
- The long-term goal would be to house one-third of the District's employees, primarily in rental housing
- Currently, the District has 15 housing units that house about 10% of its 150+ employees

Building and Site Improvements

- Infrastructure upgrades (roofing, HVAC, elevators, fire system, other)
- Historic preservation repairs to the 127-year-old elementary school's exterior
- Energy efficiency and sustainability projects
- Updates to 28-year-old middle/high school science labs
- Space to properly store and maintain buses and other vehicles
- Retaining walls, drainage, landscaping, and other site improvements

The Board of Education—as well as a 16-member Citizen Task Force that helped develop the current funding proposal—believe that the request is fair and reasonable given the many anticipated benefits.

The \$36.8 million bond measure would result in an estimated tax impact of \$141 per year per \$1 million of a home's actual (market) value*. Among the anticipated benefits of this investment are helping attract and retain quality teachers and staff by adding workforce housing; making our school campuses healthier, safer, and more secure; protecting ADA accessibility; extending the useful life of existing

* Estimated tax impact assumes a total assessed valuation of \$1,097,770,853

facilities; improving energy efficiency and expanding the use of solar photovoltaics to reduce our carbon footprint; and reducing costly and disruptive emergency repairs.

Nothing is set in stone at this time. You, our taxpayers, have the final word when it comes to how we preserve our school facilities and protect our exceptional educational offering. We would greatly appreciate your participation in a public opinion survey that will be mailed to you in late April. The District will also be hosting three informational meetings:

- Thursday, April 27, 2023, 5:30-6:30 pm, Telluride Elementary School Cafeteria
- Saturday, May 6, 2023, 9:00-10:00 am, Telluride Elementary School Cafeteria
- Monday, May 8, 2023, 6:00-7:00 pm, Wilkinson Public Library, Program Room

Thank you for taking the time to learn more about the District's workforce housing and capital facility needs and proposed solutions. No action will be taken until later this summer, providing time for additional public input and refining of the proposal, as needed.

Respectfully,

A handwritten signature in black ink, appearing to read "John W. Pandolfo". The signature is fluid and cursive, written over a faint circular stamp.

John Pandolfo
Superintendent

P.S. If you are unable to attend one of our informational meetings and have questions or comments regarding the bond proposal being considered, please contact me at your convenience. I can be reached at (970) 369-1213 or jpandolfo@telluride.k12.co.us.

A Bond Proposal Focused on Telluride R-1's Highest Priority Workforce Housing & Facility Needs



Telluride Middle/High School campus opened 28 years ago.

Telluride School District R-1 seeks the community's input on a funding proposal that may appear on the November 2023 ballot to address workforce housing and capital facility needs.



Workforce Housing

Add more workforce housing units to attract and retain teachers and staff. The long-term goal is to be able to house one-third of the District's workforce of 150+, versus the 10% of employees currently housed.



Infrastructure & Historic Preservation

Replace aging roofs, HVAC, fire system, and flooring. Overhaul elevators to protect ADA accessibility. (Both campuses benefit.) Address historic preservation improvements at the 127-year-old Telluride Elementary School.



Energy Efficiency & Sustainability

Replace outdated, inefficient windows and lighting. Repair or replace leaky ductwork. Reduce air leakage found on exterior of buildings. Replace electrical transformers. Install solar photovoltaic and battery storage system, funded in part with a \$750,000 DOLA grant. (Both campuses benefit.)



Science Labs

Update the Middle/High School's 28-year-old science labs, including replacing outdated lab stations, as well as upgrading safety equipment and materials storage areas.



Bus & Vehicle Storage & Maintenance

Develop space to properly store and maintain buses and other District vehicles. The current facility is too small to store buses and fully service them. In addition, indoor storage will support the inevitable move to electric buses in the future.



Site Improvements

Address improvements to retaining walls, field drainage and maintenance, landscaping, playground, and parking lots. (Both campuses benefit.)



Go to www.TellurideSchool.org, or scan the QR code, for additional information regarding the District's proposed bond measure.

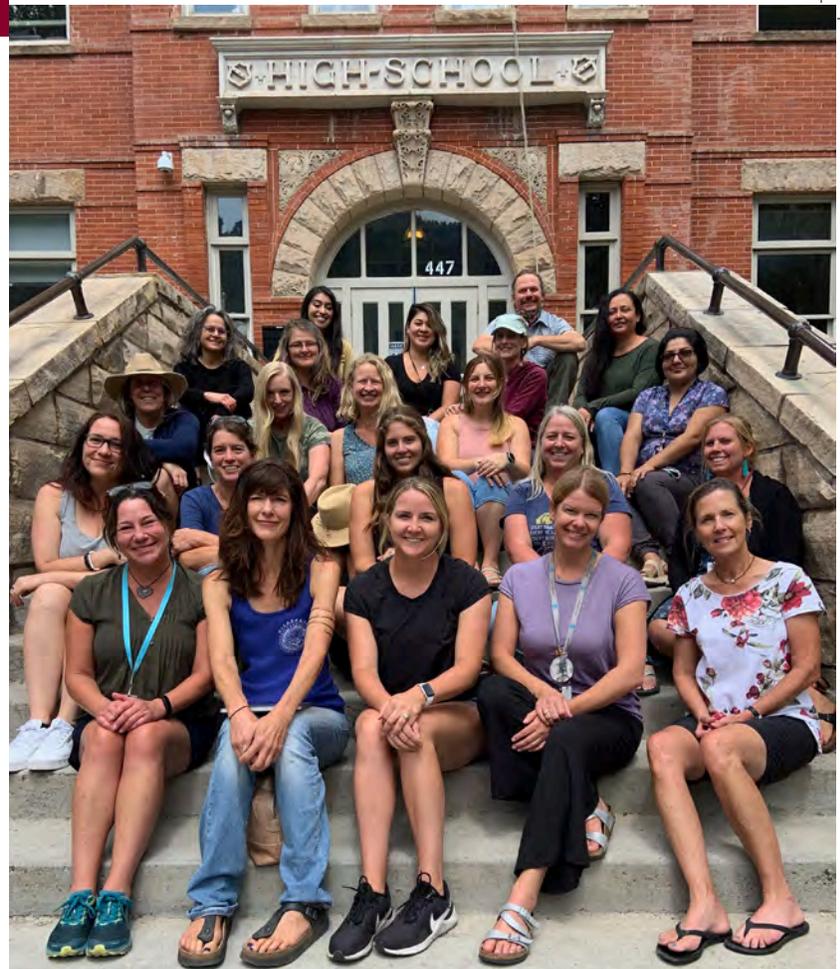
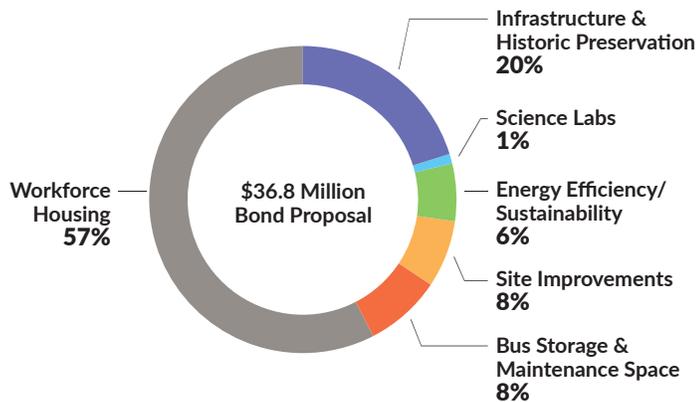


Just the Facts:

Telluride School District R-1's 2023 Bond Proposal

Proposed Use of Bond Proceeds

More than half of the proceeds from Telluride R-1's proposed bond measure would go toward workforce housing. The other 43% of the proceeds would address capital facility improvements, with a special focus on infrastructure upgrades, like replacing aging roofs and HVAC systems.



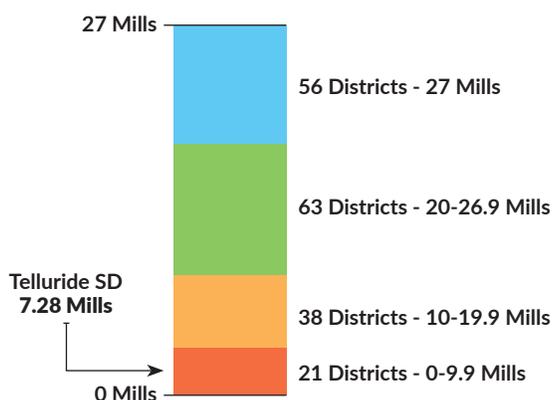
The Bottom Line

The estimated tax impact of the District's proposed \$36.8 million bond measure is **\$141 per year per \$1 million of a home's actual (market) value.**

** Estimated tax impact assumes a total assessed valuation for the District of \$1,097,770,853.*

Total Program Mills (FY 2022-23)

Telluride School District is in the bottom quartile when it comes to Total Program Mills. This is one important reason why voter-approved bond measures play a key role in addressing the District's capital facility needs.



Learn more at www.TellurideSchool.org.

Anticipated Benefits

Telluride School District R-1's bond measure would provide many anticipated benefits, including:

-  Maintaining Telluride's high-performing schools
-  Attracting and retaining quality teachers and staff by providing additional workforce housing
-  Improving health, safety, and security, including indoor air quality
-  Extending the useful life of existing facilities and protecting our historic elementary school
-  Improving energy efficiency and enhancing sustainability, saving taxpayer dollars and reducing the District's carbon footprint
-  Maintaining ADA accessibility for students, staff, and visitors with disabilities
-  Better preparing students for college by providing access to updated science labs
-  Reducing costly and disruptive emergency repairs



ANSWERS TO FREQUENTLY ASKED QUESTIONS: Telluride R-1's Bond Proposal

Why is Telluride School District R-1 considering placing a bond measure on the November 2023 ballot?

Telluride R-1 seeks to address its highest priority workforce housing and capital facility needs by placing a \$36.8 million bond proposal on the November 2023 ballot. In addition to adding much-needed housing units for teachers and staff, the bond proceeds would fund important infrastructure and historical preservation upgrades, energy efficiency improvements, science lab upgrades, and more.

What is the estimated annual tax impact of the proposed bond measure?

The estimated tax impact of the \$36.8 million proposal is \$141 per year per \$1 million of a home's actual (market) value.

What percentage of the bond proceeds would go toward workforce housing?

The District proposes allocating approximately 57% of bond proceeds to workforce housing.

How many workforce housing units does the District currently have?

Telluride R-1 currently has 15 workforce housing units, providing for approximately 10% of its workforce. The long-term goal is to increase the number of housing options to serve one-third of the District's 150+ employees.

What's driving the sudden need to add more workforce housing units?

With housing costs rising in Telluride and nearby communities, our workforce is increasingly being priced out of the market. This means longer commute times and less incentive to work in Telluride. By providing affordable housing, we can retain our valued teachers and staff and remain a competitive, attractive choice for potential new hires. Doing nothing would undoubtedly have a negative impact on the quality of our educational offering.

Where would the new employee housing be located?

The District's proposed strategy is to first develop additional housing on properties it already owns, then purchase units within existing new developments. Finally, new land purchases would be made for future housing units.

What percentage of the bond proceeds would be used for capital facility improvements?

Approximately 43% of the bond funds would be used to address building and site improvements at Telluride Elementary School and Telluride Intermediate/Middle/High School. Infrastructure and historic preservation would account for about 20% of the budget, while the remaining 23% would be used for science lab updates, energy efficiency and sustainability projects, bus storage/maintenance space, and site improvements.

What is the urgency of the facility and site improvements?

Due to construction inflation and an increase in the number of costly and disruptive emergency repairs, the longer the District waits the more it will cost.

What are the benefits of the proposed housing projects and facility/site improvements?

There are many anticipated benefits, including:

- Maintaining Telluride's high-performing schools
- Attracting and retaining quality teachers and staff by providing additional workforce housing
- Improving health, safety, and security, including indoor air quality
- Extending the useful life of existing facilities
- Improving energy efficiency and enhancing sustainability, saving taxpayer dollars and reducing our carbon footprint
- Maintaining ADA accessibility for students, staff, and visitors with disabilities
- Better preparing students for college by providing access to updated science labs
- Protecting the historic integrity of our elementary school
- Reducing costly and disruptive emergency repairs

HOW TO PROVIDE INPUT

Telluride School District R-1 values the community's feedback on the proposed improvements and funding strategy.

Informational Meetings

Informational meetings will be held to provide further details about the District's funding proposal, answer questions, and listen to community feedback. Following are the dates, times, and locations of the first three meetings:

- **Thursday, April 27, 2023, 5:30-6:30 pm**
Telluride Elementary School Cafeteria
- **Saturday, May 6, 2023, 9:00-10:00 am**
Telluride Elementary School Cafeteria
- **Monday, May 8, 2023, 6:00 -7:00 pm**
Wilkinson Public Library, Program Room

Mail Survey

The District will soon be mailing a public opinion survey to gather community input. We appreciate your participation.

Board Meetings

Time will be set aside for public input at Telluride School District R-1's Board of Education monthly meetings. Visit the District's website at www.tellurideschool.org for dates and times.

Contact the Superintendent

Please contact District R-1's Superintendent John Pandolfo at jpandolfo@telluride.k12.co.us or (970) 369-1213 if you have additional comments or questions regarding the bond proposal being considered, or if you would like Mr. Pandolfo to present at a local organization with which you are involved.



**TOWN OF MOUNTAIN VILLAGE**

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

**TOWN OF MOUNTAIN VILLAGE
MINUTES OF THE MARCH 16, 2023
REGULAR TOWN COUNCIL MEETING**

DRAFT

Agenda Item 6a

The meeting of the Town Council was called to order by Mayor Laila Benitez at 2:00 p.m. on Thursday, March 16, 2023. The meeting was held in person and with virtual access provided through Zoom.

Attendance:

The following Town Council members were present and acting:

Laila Benitez, Mayor
Dan Caton, Mayor Pro Tem
Harvey Mogenson (via Zoom)
Marti Prohaska (via Zoom, left at 2:20-2:30 p.m. and 2:45-3:00 p.m.)
Jack Gilbride
Pete Duprey
Patrick Berry

Also in attendance were:

Paul Wisor, Town Manager	Sean DeLand
Michelle Haynes, Assistant Town Manager	Luke Stock
Susan Johnston, Town Clerk	Anton Benitez
Kim Schooley, Deputy Town Clerk	John Bennett
David McConaughy, Town Attorney (via Zoom)	Steven Paletz
Lizbeth Lemley, Finance Director	Katsia Lord
Julie Vergari, Assistant Finance Director	Adam Raiffe
Chris Broady, Police Chief	Chris McGranahan
Jim Soukup, Chief Technology Officer	Andrew Miele
Amy Ward, Community Development Director	Matthew Shear
Kathrine Warren, Public Information Officer	Ankur Patel
Connor Reilly, VCA Manager	John Miller
Jaime Holmes, HR Director	Foster Graham
Maegan Eckard, Administrative Assistant	Bill Kyriagis
Marleina Fallenius, Planning Tech & Housing Coordinator	Sofia Bolio Hernandez
JD Wise, Economic Development & Sustainability Director	Walter Dealtrey
Lauren Kirn, Environmental Efficiencies & Grant Coordinator	David Averill
Kate Burns, Controller	Christian Vieweg
Claire Perez, Planner	Brian Woody
Lindsay Niehaus, HR Coordinator	Justin Criado
Joe Coleman	Sally Puff Courtney
David Foster	Cameron Kelly
Tucker Magid	Jennifer Zandari
Randy Podolsky	Madeline Gomez
Winston Kelly	Albert Roer
Marlin Ostromecki	Tracy Boyce
Dan Jansen	Peter Mitchell

Leah Kropuenski
David Shear
David Ballode
David Jaskel
Lars Carlson
Rachel Bowers
Henry Hintermeister
Virginia Lucarelli
David Bulson
Mark Dollard
Ben Jackson
Lorrie Denesik
Amy Alvarez
Kristine Perpar
Mike Foster
Zoe Gillett
Stephanie Fanos
Chris Knight
Chris Hawkins
Garina Ivanova
Rob Connor
Matthew Hintermeister
Chase Horn
George Harvey
Keith Hampton

Peggy Raible
Thomas Kennedy
Dovid Spector
Matt Lewis
Terrie Dollard
Hillary Taylor
Catherine Jett
Banks Brown
Laura Mitz
Robin Lewis
Jacqueline Kadin
Frost Prioleau
Maureen Pelisson
Jon Hirschfeld
Michael O'Connor
John Pandolfo
Tami Richardson
Chad Horning
Nikoleta Angelova
Alan Kadin
Jon Duerr
Mickey Salloway
Janell Crabtree
Virginia Howard
Marla Meridith

Public Comment on Non-Agenda Items (2)

There was no public comment.

Council moved to agenda item 4.

Consideration of a Proclamation Designating March 12-18, 2023 as AmeriCorps Week (3)

AmeriCorps Volunteer Luke Stock presented. Mayor Benitez read the proclamation. Council discussion ensued. On a **MOTION** by Dan Caton and seconded by Jack Gilbride, Council voted unanimously to approve a Proclamation recognizing the week of March 12-18, 2023 as AmeriCorps Week.

Council moved to agenda item 26.

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: Quasi-Judicial (4)

- a. **Consideration of Approval of the February 16, 2023 Town Council Meeting Minutes**
- b. **Consideration of Approval of the March 6, 2023 Special Town Council Meeting Minutes**
- c. **Consideration of a Denial Resolution for a Conditional Use Permit for a Driveway on Lot OSP 18A *Applicant has Requested that this Item be Withdrawn***

Town Clerk Susan Johnston presented. Council discussion ensued. On a **MOTION** by Dan Caton and seconded by Jack Gilbride, Council voted unanimously to approve the Consent Agenda as presented except item 4c which was withdrawn by the applicant prior to the meeting.

Consideration of Approval of a Resolution Setting a Mail Ballot Election to be Held on June 27, 2023 (5)

Susan Johnston presented. Council discussion ensued. On a **MOTION** by Pete Duprey and seconded by Patrick Berry, Council voted unanimously to approve a Resolution setting a mail ballot election to be held on June 27, 2023.

Liquor Licensing Authority: Quasi-Judicial (6)

a. Consideration of Re-Certification of the Mountain Village Promotional Association and Common Consumption Area *Continued from the January 19, 2023 Town Council Meeting*

Susan Johnston presented. Applicants TMVOA President & CEO Anton Benitez and MVPA Board Member Bryan Woody presented. Council discussion ensued. On a **MOTION** by Dan Caton and seconded by Pete Duprey, Council voted unanimously to authorize the Town Manager to approve and sign an amendment to the Mountain Village Promotional Association Plaza License Agreement to clarify that the agreement does not terminate while a recertification application is pending and to continue the recertification decision to the May 18, 2023 regular Town Council meeting.

Consideration of Appointment of Two Residents to the VCA Resident Committee (7)

Village Court Apartments Manager Connor Reilly presented. Council discussion ensued. On a **MOTION** by Jack Gilbride and seconded by Patrick Berry, Council voted unanimously to reappoint Trevor Browning and Matt Lewis to their seats on the VCA Resident Committee for another one-year term.

Finance: (8)

Finance Director Lizbeth Lemley presented.

a. Presentation of the February 28, 2023 Business & Government Activity Report (BaGAR)
b. Consideration of Approval of the February 28, 2023 Financials

Council discussion ensued. On a **MOTION** by Pete Duprey and seconded by Jack Gilbride, Council voted unanimously to approve the February 28, 2023 Financials as presented.

Council moved to agenda item 17.

Telluride Fire Protection Update on Ballot Measures and Department Operations (9)

Telluride Fire Protection District Chief John Bennett presented. Council discussion ensued.

First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Adopting Community Development Code Amendments at CDC Section 17.7.12.7.h International Energy Conservation Code and CDC Section 17.5.12.11.a Lighting Regulations (10)

Community Development Director Amy Ward presented. The Mayor opened a public hearing. There was no public comment. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Patrick Berry and seconded by Pete Duprey, Council voted 7-0 to approve on first reading an Ordinance adopting Community Development Code amendments at CDC Section 17.7.12.7.h International Energy Conservation Code and CDC Section 17.5.12.11.a Lighting Regulations and set the second reading, public hearing and final Council vote for the March 30, 2023 Town Council Special meeting and with the remodel value set to \$500,000.

Council heard agenda items 11, 12, and 14 concurrently.

Consideration of a Denial Resolution Regarding a Major Planned Unit Development (PUD) Amendment to the Formerly Named Mountain Village Hotel PUD, to Consider Amendments to the Existing PUD for Lot 109R for a Mixed-Use Hotel/Resort Development Including Plaza, Commercial, Hotel and Residential Use *Quasi-Judicial* (11)

Assistant Town Manager Michelle Haynes and Amy Ward presented. Applicants Steven Paletz, Chris McGranahan, Andrew Miele, Chris Knight and Ankur Patel presented. The Mayor opened a public hearing. Public comment was received from Adam Kaden, Marla Meridith, Chad Horning, Cameron Kelly, David Foster, George Harvey, Joseph Coleman, Rob Connor, Randy Podolsky, Chris Hawkins, Winston Kelly, Dan Jansen, Anton Benitez, and Jaqueline Kadin. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Dan Caton and seconded by Jack Gilbride, Council voted unanimously to continue the consideration of a denial Resolution regarding a major Planned Unit Development (PUD) amendment to the formerly named Mountain Village Hotel PUD, to consider amendments to the existing PUD for Lot 109R for a mixed-use hotel/resort development including plaza, commercial, hotel and residential use to the March 30, 2023 Special Town Council meeting for further consideration.

Consideration of a Denial Resolution Regarding a Rezone of Portions of Town Owned Village Center Active Open Space (OS-3-BR2) to 109R PUD, and 109R PUD to Village Center Active Open Space (OS-3-BR2) Consistent with CDC Section 17.4.9.15 for a Major Subdivision to Replat Portions of Property Between Lot 109R and OS-3-BR2 *Quasi-Judicial* (12)

Assistant Town Manager Michelle Haynes and Amy Ward presented. Applicants Steven Paletz, Chris McGranahan, Andrew Miele, Chris Knight and Ankur Patel presented. The Mayor opened a public hearing. Public comment was received from Adam Kaden, Marla Meridith, Chad Horning, Cameron Kelly, David Foster, George Harvey, Joseph Coleman, Rob Connor, Randy Podolsky, Chris Hawkins, Winston Kelly, Dan Jansen, Anton Benitez, and Jaqueline Kadin. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Dan Caton and seconded by Jack Gilbride, Council voted unanimously to continue the consideration of a denial Resolution regarding a rezone of portions of town owned Village Center Active Open Space (OS-3-BR2) to 109R PUD, and 109R PUD to Village Center Active Open Space (OS-3-BR2) consistent with CDC section 17.4.9.15 for a major subdivision to replat portions of property between Lot 109R and OS-3-BR2 to the March 30, 2023 Special Town Council meeting for further consideration.

Consideration of a Resolution for a Major Subdivision to Replat Portions of Property Between Lot 109R and OS-3-BR2 *This Item was Continued from the January 19, 2023 Town Council Meeting* *Quasi-Judicial* (14)

Assistant Town Manager Michelle Haynes and Amy Ward presented. Applicants Steven Paletz, Chris McGranahan, Andrew Miele, Chris Knight and Ankur Patel presented. The Mayor opened a public hearing. Public comment was received from Adam Kaden, Marla Meridith, Chad Horning, Cameron Kelly, David Foster, George Harvey, Joseph Coleman, Rob Connor, Randy Podolsky, Chris Hawkins, Winston Kelly, Dan Jansen, Anton Benitez, and Jaqueline Kadin. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Dan Caton and seconded by Jack Gilbride, Council voted unanimously to continue the consideration of Resolution for a major subdivision to replat portions of property between Lot 109R and OS-3-BR2 to the March 30, 2023 Special Town Council meeting for further consideration.

Council broke for dinner from 6:16 to 6:35 p.m.

Consideration of a Resolution to Approve a Major Subdivision Application for Lots 126R, 152R, OSP-118 and OSP-126 per Community Development Code Section 17.4.13, Continued from the February 16, 2023 Regular Meeting *Staff is Requesting that this Item be Continued to the Regular April 20, 2023 Town Council Meeting Quasi-Judicial (15)*

Amy Ward presented. Council discussion ensued. On a **MOTION** by Dan Caton and seconded by Jack Gilbride, Council voted unanimously to continue the consideration of a Resolution to approve a Major Subdivision Application for Lots 126R, 152R, OSP-118 and OSP-126 per Community Development Code Section 17.4.13 to the regular April 20, 2023 Town Council meeting.

Second Reading, Public Hearing and Council Vote on an Ordinance to Consider a Rezone and Density Transfer Application for Lots 126R and 152R per Community Development Code Section 17.4.10 *Staff is Requesting that this Item be Continued to the Regular April 20, 2023 Town Council Meeting Quasi-Judicial (16)*

Amy Ward presented. Council discussion ensued. On a **MOTION** by Dan Caton and seconded by Jack Gilbride, Council voted unanimously to continue the second reading, public hearing and council vote on an Ordinance to consider a Rezone and Density Transfer Application for Lots 126R and 152R per Community Development Code Section 17.4.10 to the regular April 20, 2023 Town Council meeting.

Council moved to agenda item 21.

Second Reading, Public Hearing and Council Vote on an Ordinance to Consider a Rezone and Density Transfer Application on Lots 619 & 638 per Community Development Code Sections 17.4.9 & 14.4.10 *Quasi-Judicial (17)*

Harvey Mogenson recused himself. Amy Ward presented. The Mayor opened a public hearing. There was no public comment. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Dan Caton and seconded by Patrick Berry, Council voted 6-0 to approve on second reading an Ordinance considering a Rezone and Density Transfer Application pursuant to CDC Sections 17.4.9 and 17.4.10 to transfer one density unit (four-person equivalent density) to the Density Bank for Lot 619-R with the conditions stated in the staff memo.

Consideration of a Resolution to Approve a Minor Scale Subdivision for Lots 901-R2 and 902-R2 to Replat into Lot 901-R3 per Community Development Code Sections 17.4.13 *Item was Continued from the February 16, 2023 Town Council Meeting Applicant has Requested that this Item be Tabled Quasi-Judicial (18)*

Amy Ward presented. Council discussion ensued. On a **MOTION** by Patrick Berry and seconded by Jack Gilbride, Council voted unanimously to table a Resolution to approve a minor scale subdivision for Lots 901-R2 and 902-R2 to replat into Lot 901-R3 per Community Development Code Sections 17.4.13.

First Reading, Setting of a Public Hearing and Council Vote on an Ordinance to Consider a Rezone and Density Transfer Application for Lots 901-R2 & 902-R2 per Community Development Code Sections 17.4.9 & 17.4.10 *Item Continued from the February 16, 2023 Town Council Meeting Applicant has Requested that this Item be Tabled Quasi-Judicial (19)*

Amy Ward presented. Council discussion ensued. On a **MOTION** by Harvey Mogenson and seconded by Dan Caton, Council voted 6-0 to table the first reading, setting of a public hearing and Council vote on an Ordinance to consider a Rezone and Density Transfer Application for Lots 901-R2 and 902-R2 per Community Development Code sections 17.4.9 and 17.4.10.

Second Reading, Public Hearing and Council Vote on an Ordinance to Consider a Rezone and Density Transfer Application for Lots 901-R2 & 902-R2 per Community Development Code Sections 17.4.9 & 17.4.10 *It is requested to be Continued to the April 20, 2023 Regular Town Council Meeting Applicant has Requested that this Item be Tabled* **Quasi-Judicial (20)**

Amy Ward presented. Council discussion ensued. On a **MOTION** by Pete Duprey and seconded by Jack Gilbride, Council voted 6-0 to table the second reading, setting of a public hearing and Council vote on an Ordinance to consider a Rezone and Density Transfer Application for Lots 901-R2 and 902-R2 per Community Development Code sections 17.4.9 and 17.4.10.

Council moved to agenda item 3.

Consideration of a Resolution Approving a Height Variance at Lot 165, Unit 4, 140 Cortina Drive, Mountain Village, Pursuant to CDC Sections 17.3.11&12 and 17.4.16 **Quasi-Judicial (21)**

Amy Ward presented. Council discussion ensued. On a **MOTION** by Pete Duprey and seconded by Dan Caton, Council voted unanimously to approve a Resolution approving a height variance at Lot 165, Unit 4, 140 Cortina Drive allowing a maximum height of 13.79 feet above the allowable and an average height of 4.29 feet above the allowable, per the height restrictions listed in the CDC for portions of a new single-family detached condominium located at Lot 165, Unit 4, 140 Cortina Drive based on the evidence provided in the staff record of memo dated March 6, 2023 and the findings of the this meeting with the following conditions:

1. The approved height variance is valid only with the design presented for initial DRB review on August 4, 2022 and is valid only for the 18 month period of that design approval. One 6-month extension of the original design review approval is allowable.
2. The height variance is specific to the area described in the staff memo in figure 2, and represented in the DRB approved drawings. Should any modifications to the building design occur, including future expansion, that the variance would not cover portions of the building that are not thus described.

VCA Phase IV Update (22)

Triumph West Development representatives Mike Foster and Michael O'Connor presented. Council discussion ensued.

Consideration of a Resolution to Approve the Form of the Lot 644 Unit Deed Restriction (23)

- a. **Discussion of Lottery Timeline**
- b. **Discussion of Amendments to the Housing Guidelines Which Will Include Lottery or Point System and Priority**

Michelle Haynes and Lizbeth Lemley presented. Council discussion ensued. The Mayor opened a public hearing. Public comment was received from Matt Lewis and John Pandolfo. The Mayor closed the public hearing. On a **MOTION** by Patrick Berry and seconded by Jack Gilbride, Council voted unanimously to approve a Resolution adopting the form of deed restriction for Lot 644, the affordable housing restriction, a Town of Mountain Village Housing Authority development and AHR deed restriction and direct staff to update the MVHA housing guidelines, establish the initial sales price by resolution, and finalize the lottery process to be a point system, with additional edits to the deed restriction to clarify the 4% price cap increase compounded annually and the capital improvements to be integrated into the housing guidelines.

Consideration of Lot 644 Deed Restricted Housing Project Name Contest Selection (24)

Public Information Officer Kathrine Warren presented. Council discussion ensued. On a **MOTION** by Harvey Mogenson and seconded by Pete Duprey, Council voted 4-3, with Patrick Berry, Dan Caton, and Jack Gilbride dissenting, to name the Lot 644 community housing development Meadowlark.

Staff Report: (25)

a. Human Resources

Human Resources Director Jaime Holmes presented. Council discussion ensued.

Council moved to agenda item 27.

Council Boards and Commissions Updates: (26)

1. **Telluride Tourism Board – Berry**
2. **Colorado Flights Alliance – Gilbride**
3. **Transportation & Parking – Mogenson/Duprey**
4. **Budget & Finance Committee – Gilbride/Duprey/Mogenson**
5. **Gondola Committee – Caton/Berry/Prohaska**
6. **Colorado Communities for Climate Action – Berry**
7. **San Miguel Authority for Regional Transportation (SMART) – Berry/Prohaska/Mogenson**
8. **Telluride Historical Museum – Prohaska**
9. **Alliance for Inclusion - Prohaska**
10. **Green Team Committee – Berry/Prohaska**
11. **Business Development Advisory Committee – Caton/Duprey**
12. **San Miguel Watershed Coalition – Prohaska**
13. **Telluride Mountain Village Owners Association Governance Auxiliary Committee – Duprey**
14. **Wastewater Committee – Duprey/Mogenson**
15. **Mayor's Update – Benitez**

Council moved to agenda item 9.

Other Business (27)

There was no other business.

There being no further business, on a **MOTION** by Patrick Berry and seconded by Jack Gilbride, Council voted unanimously to adjourn the meeting at 7:39 p.m.

Respectfully prepared,

Kim Schooley
Deputy Town Clerk

Respectfully submitted,

Susan Johnston
Town Clerk



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

**TOWN OF MOUNTAIN VILLAGE
MINUTES OF THE MARCH 30, 2023
SPECIAL TOWN COUNCIL MEETING**

DRAFT

Agenda Item 6b

The meeting of the Town Council was called to order by Mayor Laila Benitez at 5:00 p.m. on Thursday, March 30, 2023. The meeting was virtually with access provided through Zoom.

Attendance:

The following Town Council members were present and acting:

Laila Benitez, Mayor
Dan Caton, Mayor Pro Tem
Harvey Mogenson
Jack Gilbride
Patrick Berry

The following Town Council members were absent:

Marti Prohaska
Pete Duprey

Also in attendance were:

Paul Wisor, Town Manager
Michelle Haynes, Assistant Town Manager
Susan Johnston, Town Clerk
Christine Gazda, Assistant Town Attorney
Amy Ward, Community Development Director
Kathrine Warren, Public Information Officer
Jaime Holmes, Human Resources Director
Lindsay Niehaus, Human Resources Coordinator
Connor Reilly, VCA Manager
Bryan Woody
Tami Richardson

Michael Foster
Mike O'Connor
Rachel Olson
Chris Knight
Larry Forsythe
Kristin Decker
Joseph Coleman
Jennifer Zanardi
Cameron Kelly
Steven Paletz
Sofia Bolio Hernandez

Second Reading, Public Hearing and Council Vote on an Ordinance Adopting Community Development Code Amendments at CDC Section 17.7.12.7.h International Energy Conservation Code and CDC Section 17.5.12.11.a. Lighting Regulations (3)

Community Development Director Amy Ward presented. The Mayor opened a public hearing. There was no public comment. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Harvey Mogenson and seconded by Jack Gilbride, Council voted 5-0 to approve on second reading an Ordinance adopting Community Development Code amendments at CDC Section 17.7.12.7.h International Energy Conservation Code and CDC Section 17.5.12.11.a Lighting Regulations.

Consideration of Approval of the Village Court Apartment Development Agreement (4)

Town Manager Paul Wisor presented. Michael O'Connor and Mike Foster from Triumph Development West provided an update. Council discussion ensued. On a **MOTION** by Dan Caton and seconded by Harvey Mogenson, Council voted unanimously to approve the Village Court Apartment Development

Agreement and authorize staff and legal counsel to make ministerial changes and authorize the Mayor to sign the document subject to ministerial changes.

Lot 644 Update (5)

Triumph West Development representative Mike Foster, Paul Wisor and Michelle Haynes presented. Council discussion ensued.

Continued Hearing – Lot 109R for the Purpose of Setting a Date Specific for the Following Items: Quasi-Judicial (6)

Amy Ward and Michelle Haynes presented.

- a. **First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding a Major Planned Unit Development (PUD) Amendment to the Formerly Named Mountain Village Hotel PUD, to Consider Amendments to the Existing PUD for Lot 109R for a Mixed-Use Hotel/Resort Development Including Plaza, Commercial, Hotel and Residential Use**
- b. **First Reading, Setting of a Public Hearing and Council Vote Regarding a Rezone of Portions of Town Owned Village Center Active Open Space (OS-3- BR2) to 109R PUD, and 109R PUD to Village Center Active Open Space (OS-3- BR2) Consistent with CDC Section 17.4.9 15. for a Major Subdivision to Replat Portions of Property Between Lot 109R and OS-3-BR-2**
- c. **Consideration of a Resolution for a Major Subdivision to Replat Portions of Property Between Lot 109R and OS-3-BR-2**

The Mayor opened a public hearing. Public comment was received from Cameron Kelly. The Mayor closed the public hearing. Council discussion ensued. On a **MOTION** by Patrick Berry and seconded by Dan Caton, Council voted unanimously to continue the hearing for Lot 109R to the June 15, 2023 Regular Town Council meeting.

There being no further business, on a **MOTION** by Jack Gilbride and seconded by Patrick Berry Council voted unanimously to adjourn the meeting at 5:29 p.m.

Respectfully prepared and submitted,

Susan Johnston
Town Clerk



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

Activity	2023			2022			YTD or MTD Variance		
	MONTH	Monthly Change	YTD	MONTH	Monthly Change	YTD	Variance	Variance %	
Cable/Internet									
Fiber Video	617	(7)		652	42		(35)	-5.4%	
TV Bulk Subscribers	567	0		567	0		0	0.0%	
Fiber Commercial *	34	0		20	0		14	70.0%	
TV Inactive Subscribers	6	0		7	0		(1)	-14.3%	
Cable Modem Residential Cable Modem Subscribers	530	(21)		674	(17)		(144)	-21.4%	
Cable Modem Business Net Service Subscribers	21	(2)		29	0		(8)	-27.6%	
Cable Modem Hospitality Subscribers	218	8		244	0		(26)	-10.7%	
Dark Fiber Transport	4	0		8	0		(4)	-50.0%	
Fiber Hospitality Subscribers	8	0		8	0		0	0.0%	
Fiber Residential Subscribers	744	30		536	8		208	38.8%	
Phone Subscribers	38	(1)		47	(1)		(9)	-19.15%	
Village Court Apartments									
Occupancy Rate	%	100.00%	0.91%	99.24%	98.64%	-1.36%	98.64%	0.60%	0.6%
# Vacated Units		2	(1)	7	1	(3)	9	(2)	-22.2%
# Work Orders Completed		14	(7)	55	28	12	58	(3)	-5.2%
# on Waiting List		179	(1)		214	(1)		(35)	-16.4%
Public Works									
Sewage information is sometimes unavailable at time of publishing.									
Service Calls		435	103	1,301	653	217	1,683	(382)	-22.7%
Truck Rolls		25	(51)	266	74	(61)	311	(45)	-14.5%
Snow Fall	Inches	60	21	129	31	(8)	92	37	40.2%
Snow Removal - Streets & Prkg Lots	Hours	1,002	265	2,601	795	40	2,304	297	12.9%
Roadway Maintenance	Hours	55	38	88	104	(7)	227	(139)	-61.2%
Water Billed Consumption	Gal.	10,895,000	1,657,000	73,351,000	10,462,000	929,000	70,549,000	2,802,000	4.0%
Sewage Treatment	Gal.	10,096,000	577,000	30,921,000	11,387,000	2,488,000	29,254,000	1,667,000	5.7%
Child Development Fund									
# Infants Actual Occupancy		4.06	(0.82)		4.74	0.01		(0.68)	-14.3%
# Toddlers Actual Occupancy		10.15	(1.58)		9.26	(0.01)		0.89	9.6%
# Preschoolers Actual Occupancy		16.00	5.33		15.11	0.38		0.89	5.9%
Transportation and Parking									
GPG Parking Utilization (% of total # of spaces occupied)		81.9%	-3.60%	80.9%	83.10%	1.00%	79.1%	1.8%	2.3%
HPG Parking Utilization (% of total # of spaces occupied)		90.6%	1.10%	86.8%	87.50%	0.30%	82.3%	4.5%	5.5%
Parking Utilization (% of total # of spaces occupied)		75.3%	-2.50%	74.1%	81.50%	0.30%	78.4%	-4.3%	-5.5%
Bus Routes	# of Passengers	160	160	881	83	43	384	497	129.4%
Paid Parking Revenues		\$56,650	\$3,596	\$173,586	\$59,019	(\$935)	\$188,090	(\$14,504)	-7.7%
Part Time EE's: Council (7), Judge (1), Child Care (5), IT Tech Help (1) MARRS (7), Police Reserves (5) Seasonal EE's: Gondola Ops and Plaza Services New Hires: 1 Town Hall admin assistant Terms: 2 Seasonal Gondola Operators, 1 Gondola Mechanic, 1 Childcare Program Assistant Reason for Terms: 3 left area, 1 took another job									
Human Resources									
FT Year Round Head Count		91	1		82	2		9	11.0%
Seasonal Head Count (FT & PT)		1	0		0	0		1	NA
PT Year Round Head Count		26	(3)		14	(1)		12	85.7%
Gondola FT YR, Seasonal, PT YR Head Count		50	(4)		55	(7)		(5)	-9.1%
Total Employees		168	(6)		151	(6)		17	11.3%
Gondola Overtime Paid	Hours	474	185	1,029	364	240	805	224	27.8%
Other Employee Overtime Paid		62	15	215	98	23	326	(111)	-34.0%
# New Hires	Total New Hires	1	(3)	11	1	(2)	10	1	10.0%
# Terminations		4	3	7	8	4	12	(5)	-41.7%
# Workmen Comp Claims		0	(1)	2	2	2	2	0	0.0%
Workmen Comp Claims Costs		\$679	\$0	\$3,142	\$696	\$696	\$1,537	\$1,605	104.4%
Communications & Business Development									
Town Hosted Meetings		8	4	21	8	2	20	1	5.0%
Email Correspondence Sent		17	0	32	22	2	61	(29)	-47.5%
E-mail List	#	8,355	9		8,120	(28)		235	2.9%
Ready-Op Subscribers		2,130	6		2,013	(53)		117	5.8%
News Articles		23	8	53	18	0	65	(12)	-18.5%
Press Releases Sent		4	3	9	4	0	8	1	12.5%
Gondola and RETA									
Gondola	# of Passengers	383,114	27,649	1,092,391	400,144	35,002	1,082,827	9,564	0.9%
Chondola	# of Passengers	35,005	2,149	102,737	32,907	4,351	92,124	10,613	11.5%
RETA fees collected by TMVOA		\$ 992,554	\$ 210,964	\$ 2,174,937	\$ 1,151,790	\$ (444,342)	\$ 3,967,977	(\$1,793,040)	-45.2%



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

Activity	2023			2022			YTD or MTD Variance	
	MONTH	Monthly Change	YTD	MONTH	Monthly Change	YTD	Variance	Variance %

Police									
Calls for Service	#	555	192	1,311	444	(23)	1,604	(293)	-18.3%
Investigations	#	22	2	61	12	(9)	48	13	27.1%
Alarms	#	9	(4)	35	17	(3)	52	(17)	-32.7%
Arrests	#	4	(3)	12	0	(3)	3	9	300.0%
Summons	#	3	2	9	0	(1)	9	0	0.0%
Traffic Contacts	#	23	3	68	0	(10)	20	48	240.0%
Traffic Tickets Written	#	3	2	8	0	0	3	5	166.7%
Parking Tickets Written	#	852	418	1,940	571	200	1,498	442	29.5%
Administrative Dismissals	#	2	(3)	8	10	6	21	(13)	-61.9%

Building/Planning									
2022 Revenues included an \$82,500 fine.									
Community Development Revenues		\$42,135	\$18,219	\$82,359	\$293,304	\$195,814	\$408,219	(\$325,860)	-79.8%
# Permits Issued		28	6	86	44	30	70	16	22.9%
Valuation of Mtn Village Remodel/New/Additions Permits		\$6,851,177	\$6,548,977	\$7,442,777	\$8,584,108	\$8,584,108	\$8,584,108	(\$1,141,331)	-13.3%
Valuation Mtn Village Electric/Plumbing/Other Permits		\$794,409	\$416,109	\$1,236,409	\$1,112,779	\$1,035,576	\$1,213,882	\$22,527	1.9%
Valuation Telluride Electric/Plumbing Permits		\$361,100	\$29,377	\$1,508,698	\$741,207	\$652,124	\$1,046,373	\$462,325	44.2%
# Inspections Completed		322	134	896	356	86	959	(63)	-6.6%
# Design Review/Zoning Agenda Items		20	(1)	48	33	17	71	(23)	-32.4%
# Staff Review Approvals		38	27	61	50	20	90	(29)	-32.2%

Plaza Services									
Refuse and recycle statistics come from an outside source and are not always available at the time of publishing									
Snow Removal Plaza	Hours	723	228	2,031	302	64	787	1,244	158.1%
Plaza Maintenance	Hours	735	78	2,000	512	(141)	1,852	149	8.0%
Lawn Care	Hours	0	0	0	0	0	0	0	NA
Plant Care	Hours	11	(6)	62	25	17	41	21	51.9%
Irrigation	Hours	0	(7)	7	0	0	0	7	NA
TMV Trash Collection	Hours	168	49	397	96	3	288	109	37.8%
Christmas Decorations	Hours	34	(118)	250	9	(88)	328	(79)	-23.9%
Residential Refuse	Pound	75,469	(1,946)	236,130	79,302	(1,625)	246,787	(10,657)	-4.3%
Residential Recycle	Pound	27,845	(704)	86,960	29,539	2,017	89,661	(2,701)	-3.0%
Diversion Rate	%	26.95%	0.01%	26.92%	27.14%	1.76%	26.65%	0.27%	1.0%

Vehicle Maintenance									
# Preventive Maintenance Performed		16	(4)	53	25	7	59	(6)	-10.2%
# Repairs Completed		28	6	72	35	14	82	(10)	-12.2%
Special Projects		1	0	4	8	8	9	(5)	-55.6%
# Roadside Assists		0	(1)	2	1	1	5	(3)	-60.0%

Business License totals include zero fee licenses created for sales tax remittances only, but licenses that come through the state system have been eliminated.

Finance									
# Other Business Licenses Issued		38	13	1,045	52	1	1,102	(57)	-5.2%
# Privately Licensed Rentals		6	4	113	5	2	96	17	17.7%
# Property Management Licensed Rentals		0	(5)	496	1	(5)	421	75	17.8%
# Unique VRBO Property Advertisements Listings for MV		626	4	512	512	0	114	114	22.3%
% of Paperless Billing Customers		64.15%	-1.08%	58.24%	58.24%	1.27%	5.9%	5.9%	10.1%
# of TMV AR Bills Processed		2,346	48	6,947	2,220	(23)	6,713	234	3.5%

Accounts Receivable									
	TMV Operating Receivables (includes Gondola funding)		Utilities - Broadband and Water/Sewer		VCA - Village Court Apartments				
Current	\$1,573,995	77.1%	\$508,093	90.3%	\$14,288	50.0%			
30+ Days	384,718	18.9%	33,294	5.9%	4,977	17.4%			
60+ Days	22,808	1.1%	6,405	1.1%	154	0.5%			
90+ Days	2,091	0.1%	6,252	1.1%	4,866	17.0%			
over 120 days	57,160	2.8%	8,396	1.5%	4,291	15.0%			
Total	\$ 2,040,772	100.0%	\$ 562,440	100.0%	\$ 28,576	100.0%			
	Other Billings - CDF, Construction Parking		Total All AR		Change Since Last Month - Increase (Decrease) in AR				
Current	\$1,795	41.2%	\$ 2,098,171	79.6%	\$323,455	46.6%			
30+ Days	1,360	31.2%	424,349	16.1%	354,826	51.1%			
60+ Days	125	2.9%	29,492	1.1%	9,304	1.3%			
90+ Days	75	1.7%	13,284	0.5%	(15,358)	-2.2%			
over 120 days	1,004	23.0%	70,851	2.7%	22,625	3.3%			
Total	\$4,359	100.0%	\$ 2,636,147	100.0%	\$ 694,852	100.0%			

Other Statistics

Population (estimated)	1,434
(Active) Registered Voters	873
Assessed Property Valuation	326,606,828



Memorandum

To: Town Council
From: Lizbeth Lemley, Julie Vergari
Date: April 13, 2023
Re: Town of Mountain Village Financial Statements through March 2023

Mountain Village Financials Statements through March 2023

General Fund Summary

The March financial statements as presented reflect the 2023 adopted budget prorated through March 2023. Also included are 2022, 2021 and 2020 actuals for comparison.

As of March 31, 2023, general fund revenues of \$6.6 million exceeded budget by \$405,000 or 6.5%. Revenues surpassed 2022, 2021 and 2020 revenues by (2%), 25% and 57% respectively. These increases are the result of the timing of property tax receipts and increased sales tax. Sales taxes accrued and collected through March 2022 were 11% over budget and 8.2% over 2022.

General Fund operating expenditures through March totaled \$2.7 million and were \$173,200 under budget. Most of these savings appear to be timing variances and are not expected to carry throughout the year. Additional discussion of these variances is included on the General Fund Revenue and Expenditure Report in this packet.

Year to date, the General Fund Revenue and Expenditure report reflects a surplus of \$4 million and an estimated unreserved fund balance of \$15.9 million.

Transfers to other funds include:

Fund	This Month	YTD Budget	YTD Actual	Budget Variance
Capital Projects Fund (From GF)	\$ 171	\$ -	\$ 171	171
Child Development Fund	\$ -	\$ 36,506	\$ -	(36,506)
Conference Center Subsidy	\$ 11,581	\$ 55,425	\$ 57,289	1,864
Affordable Housing Development Fund (Monthly Sales Tax Allocation)	\$ 157,762	\$ 401,428	\$ 445,234	43,806
Vehicle & Equipment Acquisition Fund	\$ 298	\$ 114,010	\$ 123,698	9,688

Income transfers from other funds include:

Fund	This Month	YTD Budget	YTD Actual	Budget Variance
Overhead allocation from Broadband, W/S, Gondola, VCA and Parking Services	\$ 684,211	\$ 693,775	\$ 690,445	(3,330)
*Tourism Fund	\$ 28,484	\$ 61,338	\$ 79,896	18,557
*This transfer is comprised of administrative fees, interest, and penalties collected.				
Debt Service Fund (Specific Ownership Taxes)	\$ 1,881	\$ 6,339	\$ 5,082	(1,257)

Vehicle and Equipment Acquisition Fund – No Fund Income Statement Attached

A building department vehicle, a new plow for road and bridge, and parks and recreation equipment has been purchased.

Capital Projects Fund – No Fund Income Statement Attached

\$750 in safety improvements has been expended.

Historical Museum Fund – No Fund Income Statement Attached

\$50,962 in property taxes were collected and \$49,943 has been tendered to the historical museum. The county treasurer retained \$1,019 in treasurer’s fees.

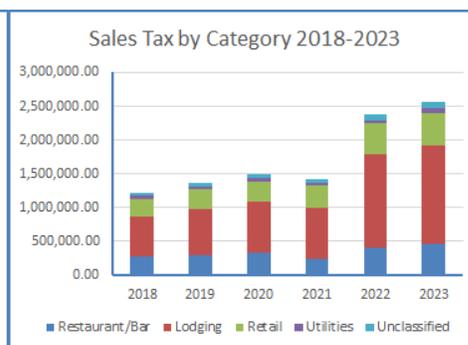
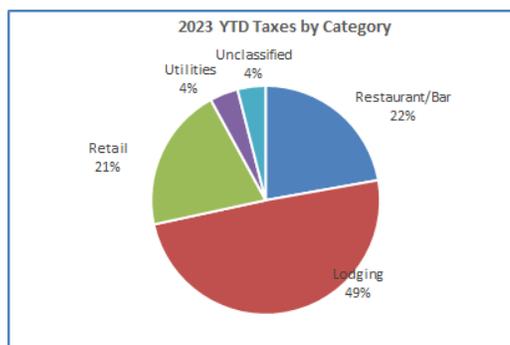
Mortgage Assistance Fund – No Fund Income Statement Attached

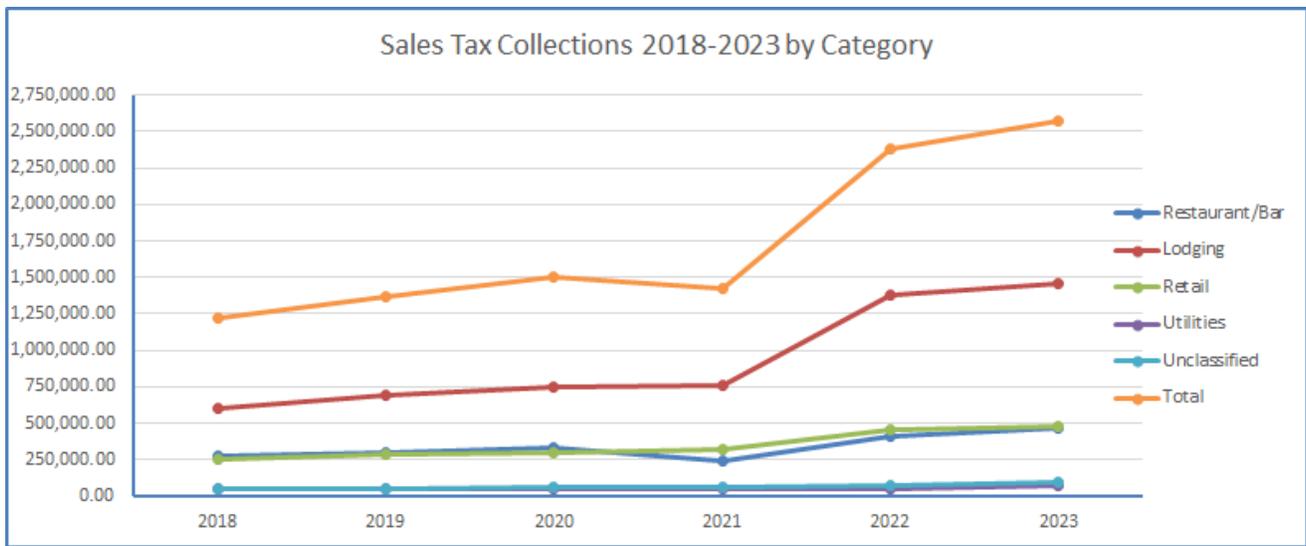
There has been no activity in this fund to date.

Sales Tax

The table below reflects actual sales tax collections through March 31, 2023, which represent February 2023 sales tax remittances. Sales taxes are collected one month in arrears. The year-to-date financial statements through March 2023 include accrued March sales tax amounts based on the approved budget. These amounts are trued up when collected in April.

Tax Collection Summary								
4.5% Tax	February 2018	February 2019	February 2020	February 2021	February 2022	February 2023	2023-2022 % change	2023-2018 % change
Restaurant/Bar	\$ 142,065	\$ 150,761	\$ 171,954	\$ 134,360	\$ 235,899	\$ 256,611	8.78%	80.63%
Lodging	295,191	349,048	377,426	436,600	793,025	795,488	0.31%	169.48%
Retail	131,570	141,211	148,239	176,078	242,308	231,684	-4.38%	76.09%
Utilities	25,621	24,559	24,552	23,370	26,033	38,772	48.94%	51.33%
Unclassified	23,633	27,354	30,530	31,301	47,943	50,794	5.95%	114.93%
Total	\$ 618,080	\$ 692,934	\$ 752,701	\$ 801,709	\$ 1,345,207	\$ 1,373,350	2.09%	122.20%
4.5% Tax	YTD 2018	YTD 2019	YTD 2020	YTD 2021	YTD 2022	YTD 2023	2023-2022 % change	2023-2018 % change
Restaurant/Bar	\$ 270,740	\$ 293,542	\$ 338,012	\$ 237,553	\$ 408,293	\$ 465,019	13.89%	71.76%
Lodging	602,928	687,606	744,499	759,636	1,384,697	1,460,919	5.50%	142.30%
Retail	249,222	284,210	303,195	325,247	450,774	475,587	5.50%	90.83%
Utilities	48,843	52,041	51,089	47,470	53,283	73,255	37.48%	49.98%
Unclassified	48,361	56,214	61,577	59,751	78,417	95,529	21.82%	97.53%
Total	\$ 1,220,094	\$ 1,373,613	\$ 1,498,373	\$ 1,429,657	\$ 2,375,463	\$ 2,570,309	8.20%	110.66%





Tourism Fund

Business license fees of \$362,174 are over budget (22.2%). Penalties of \$4,993 were collected and transferred to the General Fund.

2023 restaurant taxes totaling \$206,136 have been recorded and 100%, less a 2% administrative fee, will be tendered to the airline guarantee program. \$1.3 million in lodging taxes were recorded and ½ of the lodging tax, less a 2% administrative fee, will be tendered to the airline guarantee program.

Lodging taxes are over prior year by 6.1% and over budget by 18.1%. Restaurant taxes are over prior year and budget by 13.7% and 15.1%, respectively.

Town of Mountain Village Colorado Lodging Tax Summary									
	2019	2020	2021	2022	2023	2022	2023	Budget	
	Activity (4%)	Activity (4%)	Activity (4%)	Activity (4%)	Activity (4%)	Var %	Budget (1)	Var %	
January	300,246	325,337	272,725	523,260	591,486	13.04%	473,983	19.87%	
February	310,947	334,936	358,584	700,805	708,132	1.05%	591,613	16.45%	
March	401,256	212,698	476,051	759,281	-	-100.00%	646,969	NA	
April	17,822	855	40,874	33,263	-	-100.00%	38,057	NA	
May	24,335	784	51,474	81,855	-	-100.00%	51,896	NA	
June	139,428	55,426	229,731	239,859	-	-100.00%	190,285	NA	
July	196,062	242,927	412,650	371,297	-	-100.00%	304,456	NA	
August	160,993	226,805	336,701	294,342	-	-100.00%	238,721	NA	
September	158,287	173,096	323,713	299,591	-	-100.00%	217,963	NA	
October	46,789	94,985	133,675	123,341	-	-100.00%	100,332	NA	
November	14,761	38,597	71,435	55,744	-	-100.00%	58,815	NA	
December	295,803	266,888	553,765	537,068	-	-100.00%	546,637	NA	
Total	2,066,729	1,973,334	3,261,375	4,019,707	1,299,618	-67.67%	3,459,728	-166.21%	
Tax Base	51,668,223	49,333,357	81,534,381	100,492,663	32,490,442		86,493,200		

Town of Mountain Village Colorado Restaurant/Bar Tax Summary									
	2019	2020	2021	2022	2023	2022	2023	Budget	
	Activity (2%)	Var %	Budget (1)	Var %					
January	62,864	73,576	45,706	76,624	92,626	20.88%	73,843	20.28%	
February	66,720	76,476	59,659	104,748	113,510	8.37%	101,192	10.85%	
March	87,671	50,565	82,463	126,092	-	-100.00%	121,704	NA	
April	7,364	85	5,733	4,195	-	-100.00%	4,102	NA	
May	4,299	553	6,196	5,901	-	-100.00%	5,470	NA	
June	38,614	9,040	55,645	60,810	-	-100.00%	58,801	NA	
July	60,113	37,654	66,892	74,492	-	-100.00%	71,792	NA	
August	44,673	37,777	61,744	67,110	-	-100.00%	64,954	NA	
September	42,922	32,718	62,772	64,352	-	-100.00%	61,536	NA	
October	17,657	19,674	25,593	27,132	-	-100.00%	25,982	NA	
November	3,503	8,215	8,777	8,854	-	-100.00%	8,205	NA	
December	57,178	39,959	72,532	91,455	-	-100.00%	86,150	NA	
Total	493,579	386,293	553,712	711,765	206,136	-71.04%	683,729	-231.69%	
Tax Base	24,678,936	19,314,627	27,685,593	35,588,233	10,306,804		34,186,450		

**Town of Mountain Village Monthly Revenue and Expenditure Report
March 2023**

	2023						2022	2021	2020
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
General Fund									
Revenues									
Charges for Services	\$ 49,049	\$ 99,653	\$ (50,604)	-50.78%	\$ 509,486	\$ 460,437	\$ 132,936	\$ 184,394	\$ 31,161
Contributions	2,319	37,661	(35,342)	-93.84%	173,340	171,021	20,994	-	19,818
Fines and Forfeits	1,410	2,126	(716)	-33.68%	7,576	6,166	82,900	-	1,785
Interest Income	225,799	100,500	125,299	124.68%	402,000	176,201	7,239	(40,599)	115,847
Intergovernmental	167,461	153,180	14,281	9.32%	384,557	217,096	160,681	160,337	160,038
Licenses and Permits	50,507	73,797	(23,290)	-31.56%	507,950	457,443	94,232	140,291	32,044
Miscellaneous Revenues	35,236	41,689	(6,453)	-15.48%	205,414	170,178	21,858	8,172	29,706
Taxes and Assessments	6,093,080	5,691,412	401,668	7.06%	13,946,146	7,853,066	6,187,255	4,818,464	3,803,884
Total Revenues	6,624,861	6,200,018	424,843	6.85%	16,136,469	9,511,608	6,708,095	5,271,059	4,194,283
Operating Expenses									
Legislation & Council	37,359	44,788	(7,429)	-16.59%	196,792	159,433	18,455	18,613	15,812
Town Manager	139,322	146,226	(6,904)	-4.72%	593,495	454,173	74,225	74,045	60,995
Town Clerk's Office	78,263	80,020	(1,757)	-2.20%	360,529	282,266	69,709	71,144	103,936
Finance	306,311	309,059	(2,748)	-0.89%	1,302,897	996,586	393,476	351,837	343,835
Technical	83,347	103,564	(20,217)	-19.52%	570,027	486,680	95,399	79,040	83,804
Human Resources	99,631	105,630	(5,999)	-5.68%	548,915	449,284	78,528	73,478	76,694
Town Attorney	99,744	112,870	(13,126)	-11.63%	604,672	504,928	85,303	69,583	90,018
Communications and Business Development	73,188	105,255	(32,067)	-30.47%	619,200	546,012	86,266	84,239	55,039
Municipal Court	8,623	8,552	71	0.83%	39,994	31,371	7,357	6,432	6,384
Police Department	395,592	406,319	(10,727)	-2.64%	1,606,159	1,210,567	263,089	234,844	233,868
Community Services	16,207	28,058	(11,851)	-42.24%	74,187	57,980	12,511	11,544	12,544
Community Grants and Contributions	89,038	89,038	-	0.00%	151,038	62,000	91,150	48,838	72,293
Roads and Bridges	185,370	194,053	(8,683)	-4.47%	1,347,165	1,161,795	148,452	137,512	203,686
Vehicle Maintenance	130,335	123,997	6,338	5.11%	530,635	400,300	104,614	86,870	93,893
Municipal Bus	30,263	68,184	(37,921)	-55.62%	356,155	325,892	49,019	13,416	27,466
Employee Shuttle	-	-	-	NA	-	-	-	4,349	17,780
Parks & Recreation	155,250	158,845	(3,595)	-2.26%	677,624	522,374	118,391	98,169	114,879
Plaza Services	448,231	404,993	43,238	10.68%	1,843,506	1,395,275	362,011	304,673	309,165
Public Refuse Removal	14,075	10,856	3,219	29.65%	71,743	57,668	9,061	15,122	14,520
Building/Facility Maintenance	82,121	85,794	(3,673)	-4.28%	365,598	283,477	46,905	67,612	65,754
Building Division	94,110	139,039	(44,929)	-32.31%	690,063	595,953	103,325	53,208	77,693
Housing Division Office	-	-	-	NA	-	-	26,291	4,748	4,349
Planning and Zoning Division	161,862	176,233	(14,371)	-8.15%	1,025,094	863,232	155,785	74,728	60,685
Contingency	-	-	-	NA	95,000	95,000	-	-	-
Total Operating Expenses	2,728,242	2,901,373	(173,131)	-5.97%	13,670,488	10,942,246	2,399,322	1,984,044	2,145,092
Surplus / Deficit	3,896,619	3,298,645	597,974	18.13%	2,465,981	(1,430,638)	4,308,773	3,287,015	2,049,191
Capital Outlay	54,570	239,095	(184,525)	-77.18%	1,295,000	1,240,430	63,113	58,130	142
Surplus / Deficit	3,842,049	3,059,550	782,499	25.58%	1,170,981	(2,671,068)	4,245,660	3,228,885	2,049,049
Other Sources and Uses									
Sale of Assets	12,005	-	12,005	NA	-	(12,005)	1,327	-	-
Insurance Claim Proceeds	-	-	-	NA	-	-	-	-	-
Transfer (To) From Affordable Housing	(445,234)	(401,428)	(43,806)	10.91%	(941,983)	(496,749)	(438,754)	(272,717)	(221,163)
Transfer (To) From Affordable Housing-Other	-	-	-	NA	(4,075,025)	(4,075,025)	-	-	-
Transfer (To) From Broadband	-	-	-	NA	(225,263)	(225,263)	50,443	51,344	53,175
Transfer (To) From Child Development	-	(29,006)	29,006	-100.00%	(232,406)	(232,406)	-	-	-
Transfer (To) From Capital Projects	(171)	-	(171)	NA	(1,119,046)	(1,118,875)	(29,795)	-	-
Transfer (To) From Debt Service	5,082	6,339	(1,257)	-19.83%	25,000	19,918	5,437	5,217	5,229
Transfer (To) From Overhead Allocation	690,445	693,775	(3,330)	-0.48%	735,106	44,661	186,999	169,380	167,545
Transfer (To) From Parking Services	-	-	-	NA	-	-	-	-	-
Transfer (To) From Conference Center	(57,289)	(55,425)	(1,864)	3.36%	(231,246)	(173,957)	(64,966)	(37,513)	(57,223)
Transfer (To) From Tourism	79,896	61,338	18,557	30.25%	124,620	44,724	70,510	42,730	38,967
Transfer (To) From Vehicle/Equipment	(123,698)	(114,010)	(9,688)	8.50%	(456,040)	(332,342)	(153,509)	-	(62,402)
Transfer (To) From Water/Sewer	-	-	-	NA	-	-	-	-	-
Total Other Sources and Uses	161,036	161,583	(548)	-0.34%	(6,396,283)	(6,557,319)	(372,308)	(41,559)	(75,872)
Surplus / Deficit	\$ 4,003,085	\$ 3,221,133	\$ 781,951	24.28%	\$ (5,225,302)	\$ (9,228,387)	\$ 3,873,352	\$ 3,187,326	\$ 1,973,177

2023						2022	2021	2020
Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
		(\$)	(%)					

General Fund

<u>Beginning Fund Balance Components</u>	<u>Actual YTD</u>	<u>Annual Budget</u>
Emergency Reserve	\$ 4,784,671	\$ 4,784,671
Unreserved	11,913,749	12,914,020
Beginning Fund Balance	\$ 16,698,420	\$ 17,698,691
<u>YTD Ending Fund Balance Components</u>	<u>Actual YTD</u>	<u>Annual Budget</u>
Emergency Reserve	\$ 4,784,671	\$ 4,784,671
Unreserved	15,916,834	7,688,718
Ending Fund Balance	\$ 20,701,505	\$ 12,473,389

Revenues

Taxes & Assessments - 46% of the annual budget for property taxes has been collected. Specific Ownership taxes are over budget \$130 and are \$4,600 less than prior year. Sales tax is \$420,700 or 11% over budget. Construction use tax collections are \$102,513 under budget and \$139,451 under last years collections.

Licenses & Permits - Construction permits are under budget by \$27,100. Other permit revenue is under budget by \$2,300. Construction parking fees through this period are \$6,200 over budget.

Intergovernmental - Intergovernmental revenues are over budget in Road & Bridge taxes by \$12,300 due to the timing of receipts.

Charges for Services - Development DRB and planning fees are under budget by \$34,915 and \$59,500 under last year.

Fines & Forfeitures - Fines are under budget by 700.

Investment Income - Investment income is increasing due to increasing interest rates, and is over budget by \$125,300.

Miscellaneous Revenues - Plaza and vending carts rents are over budget \$8,300. Prospect Plaza commercial rents are over budget \$15,600. Grant revenues are under budget \$29,000 due to the timing of receipts.

Contributions - A small amount of TMVOA environmental services contributions have been received. Contributions are tied to the timing of expenditures which are under budget also.

Top Ten Budget Variances

Over Budget

Plaza Services - \$43,238 Over budget in natural gas.

Vehicle Maintenance - \$6,338 Over budget in employee costs.

Refuse Removal - \$3,219 Supplies and removal costs are over budget.

Municipal Court - \$71 Employee expenses are over budget due to the timing of payrolls.

Under Budget

Building Division - \$44,929 Under budget due to solar and environmental incentives and energy mitigation expense.

Municipal Bus Service - \$37,921 Employee wages and benefits are under budget.

Communications and Business Development - \$32,067 Under budget mainly due to employee expenses and environmental efficiencies.

Technical - \$20,314 Under budget in personnel costs and certain software and support expenses.

Planning and Zoning - \$14,371 Under budget in personnel costs and printing & binding.

Town Attorney - \$13,126 Under budget in litigation and general legal expenses.

**Town of Mountain Village Monthly Revenue and Expenditure Report
March 2023**

	2023						2022	2021	2020	
	Actual	Budget	Budget	Budget	Annual	Budget	Actual	Actual	Actual	
	YTD	YTD	Variance	Variance	Budget	Balance	YTD	YTD	YTD	
		(\$)	(%)							
Tourism Fund										
Revenues										
Business License Fees	\$ 362,174	\$ 296,367	\$ 65,807	22.20%	\$ 362,500	\$ 326	\$ 306,212	\$ 304,788	\$ 293,725	
Lodging Taxes - Condos/Homes	1,524,359	1,170,641	353,718	30.22%	2,365,402	841,043	1,388,872	774,311	518,628	
Lodging Taxes - Hotels	422,227	481,831	(59,604)	-12.37%	1,094,326	672,099	539,173	331,261	354,102	
Lodging Taxes - Prior Year	11,431	-	11,431	NA	-	(11,431)	2,660	3,727	(523)	
Penalties and Interest	12,442	4,577	7,865	171.84%	20,000	7,558	7,320	4,045	4,230	
Restaurant Taxes	325,411	296,480	28,931	9.76%	683,729	358,318	307,464	187,828	200,533	
Restaurant Taxes - Prior Year	2,727	-	2,727	NA	-	(2,727)	2,707	84	985	
Total Revenues	2,660,771	2,249,896	410,875	18.26%	4,525,957	1,865,186	2,554,408	1,606,044	1,371,680	
Tourism Funding										
Additional Funding	-	-	-	NA	-	-	-	-	-	
General Operating Expense	56,510	83,841	(27,331)	-32.60%	356,864	300,354	-	-	-	
Airline Guaranty Funding	1,281,004	1,100,262	180,742	16.43%	2,365,321	1,084,317	1,250,013	727,710	624,869	
Marketing Funding	162,454	27,966	134,488	480.90%	1,500,000	1,337,546	27,942	-	-	
MTI Funding	-	-	-	NA	-	-	-	835,604	707,844	
Total Tourism Funding	1,499,968	1,212,069	287,899	23.75%	4,222,185	2,722,217	1,277,955	1,563,314	1,332,713	
Surplus / Deficit	1,160,803	1,037,827	122,976	11.85%	303,772	(857,031)	1,276,453	42,730	38,967	
Administrative Fees										
Audit Fees	-	-	-	NA	2,500	2,500	-	-	-	
Total Administrative Fees	-	-	-	NA	2,500	2,500	-	-	-	
Surplus / Deficit	1,160,803	1,037,827	122,976	11.85%	301,272	(859,531)	1,276,453	42,730	38,967	
Other Sources and Uses										
Transfer (To) From Other Funds	(79,896)	(61,338)	(18,557)	30.25%	(124,620)	(44,724)	(70,510)	(42,730)	(38,967)	
Total Other Sources and Uses	(79,896)	(61,338)	(18,557)	30.25%	(124,620)	(44,724)	(70,510)	(42,730)	(38,967)	
Surplus / Deficit	1,080,907	976,489	104,418		176,652	(904,255)	1,205,943	-	-	
Beginning Fund Balance	879,230	520,382			520,382		-	-	-	
Ending Fund Balance	\$ 1,960,137	\$ 1,496,871			\$ 697,034		\$ 1,205,943	\$ -	\$ -	

March 2023

	2023						2022	2021	2020
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
			(\$)	(%)					
Parking Services Fund									
Revenues									
EV Station Revenues	856	-	856	NA	1,500	644	-	-	-
Fines and Forfeits	19,955	17,439	2,516	14.43%	45,000	25,045	21,675	13,445	11,565
Gondola Parking Garage	35,835	131,501	(95,666)	-72.75%	360,000	324,165	52,006	35,018	36,536
Grant Revenues	-	-	-	NA	-	-	-	-	-
Heritage Parking Garage	109,829	104,104	5,725	5.50%	230,000	120,171	116,960	106,390	71,232
Parking in Lieu Buyouts	-	-	-	NA	-	-	62,500	-	-
Parking Meter Revenues	10,232	11,892	(1,660)	-13.96%	30,000	19,768	14,759	10,152	8,106
Parking Permits	17,690	3,053	14,637	479.43%	12,000	(5,690)	4,365	3,585	4,005
Special Event Parking	-	-	-	NA	140,000	140,000	-	-	-
Total Revenues	194,397	267,989	(73,592)	-27.46%	818,500	624,103	272,265	168,590	131,444
Operating Expenses									
Other Operating Expenses	47,784	23,752	24,032	101.18%	57,000	9,216	5,833	2,374	1,441
Personnel Expenses	28,594	42,780	(14,186)	-33.16%	190,076	161,482	22,166	32,567	31,165
Gondola Parking Garage	10,336	17,008	(6,672)	-39.23%	74,234	63,898	12,330	13,538	10,371
Surface Lots	23,325	25,513	(2,188)	-8.58%	110,900	87,575	1,469	11,331	6,025
Heritage Parking Garage	34,321	48,811	(14,490)	-29.69%	124,130	89,809	24,948	27,090	17,874
Meadows Parking	-	-	-	NA	1,000	1,000	-	-	-
Total Operating Expenses	144,360	157,864	(13,504)	-8.55%	557,340	412,980	66,746	86,900	66,876
Surplus / Deficit	50,037	-	(60,088)	NA	261,160	211,123	205,519	81,690	64,568
Capital									
Capital	30,860	3,758	27,102	721.18%	304,600	273,740	17,391	2,465	5,415
Surplus / Deficit	19,177	-	(87,190)	NA	(43,440)	(62,617)	188,128	79,225	59,153
Other Sources and Uses									
Sale of Assets	-	-	-	NA	-	-	-	-	-
Insurance Proceeds	-	-	-	NA	-	-	-	-	-
Overhead Allocation	(60,496)	(60,496)	-	0.00%	(60,496)	-	(11,856)	(9,623)	(10,086)
Transfer (To) From General Fund	-	-	-	NA	-	-	-	-	-
Total Other Sources and Uses	(60,496)	(60,496)	-	0.00%	(60,496)	-	(11,856)	(9,623)	(10,086)
Surplus / Deficit	\$ (41,319)	\$ (60,496)	\$ -	0.00%	\$ (103,936)	\$ (62,617)	\$ 176,272	\$ 69,602	\$ 49,067
Beginning Fund Balance	\$ 327,552	\$ 173,165	\$ 154,387						
Ending Fund Balance	\$ 286,233	\$ 112,669	\$ 173,564						

Parking revenues are under budget \$73,600. HPG revenues are over budget 5.5% and under prior year 6.1%. Parking meter (surface lots) revenues are under budget 14% and under prior year 30.7%. GPG is under budget 72.75% and under prior year by 31.1%, mainly due to the timing of the implementation of the new rate structure and bulk valet ticket purchases. Parking fines are over budget but down 8% from prior year. General expenses are under budget in personnel costs but over in consulting fees and signage. GPG is under budget due to utilities and supplies. Surface lots are under budget in lot leases due mainly to timing of expenditures. HPG has budget savings in credit card processing fees and maintenance. Capital expenses are for the GPG expansion project.

**Town of Mountain Village Monthly Revenue and Expenditure Report
March 2023**

	2023				2022	2021	2020			
	Actual YTD	Budget YTD	Budget Variance	Budget Variance	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD	
			(\$)	(%)						
Gondola Fund										
Revenues										
Capital/MR&R Grant Funding	\$ -	\$ -	\$ -	NA	\$ 64,000	\$ 64,000	\$ 6,460	\$ -	\$ -	
Event Operations Funding	2,330	-	2,330	NA	-	(2,330)	5,128	-	6,831	
Event Operations Funding - TOT	-	-	-	NA	36,000	36,000	-	-	-	
Miscellaneous Revenues	-	-	-	NA	-	-	-	-	-	
Operations Grant Funding	-	-	-	NA	133,000	133,000	-	-	17,146	
TSG 1% Lift Sales	113,546	-	113,546	NA	244,899	131,353	208,487	179,491	146,951	
Van Rider Revenues	1,350	-	1,350	NA	4,300	2,950	-	-	-	
Insurance Proceeds	-	-	-	NA	-	-	-	-	-	
Sale of Assets	-	-	-	NA	-	-	-	-	-	
TMVOA Operating Contributions	1,211,640	1,363,769	(152,129)	-11.16%	4,883,987	3,672,347	999,284	892,233	924,656	
TMVOA Capital/MR&R Contributions	71,311	141,969	(70,658)	-49.77%	453,007	381,696	127,608	208,916	7,782	
Total Revenues	1,400,177	1,505,738	(105,561)	-7.01%	5,819,193	4,419,016	1,346,967	1,280,640	1,103,366	
Operating Expenses										
Overhead Allocation Transfer	10,339	13,750	(3,411)	-24.81%	55,000	44,661	9,039	8,582	7,541	
MAARS	14,303	16,273	(1,970)	-12.11%	79,417	65,114	13,091	13,232	13,609	
Chondola	70,085	120,088	(50,003)	-41.64%	272,624	202,539	77,486	76,682	69,615	
Grant Success Fees	-	-	-	NA	-	-	-	-	-	
Operations	666,284	641,919	24,365	3.80%	2,651,006	1,984,722	573,996	486,381	454,995	
Maintenance	425,953	430,839	(4,886)	-1.13%	1,618,239	1,192,286	369,708	320,276	390,352	
FGOA	141,902	140,900	1,002	0.71%	505,900	363,998	169,579	166,571	159,472	
Major Repairs and Replacements	71,311	141,969	(70,658)	-49.77%	380,000	308,689	124,566	105,999	7,782	
Contingency	-	-	-	NA	120,000	120,000	-	-	-	
Total Operating Expenses	1,400,177	1,505,738	(105,561)	-7.01%	5,682,186	4,282,009	1,337,465	1,177,723	1,103,366	
Surplus / Deficit	-	-	-	NA	137,007	137,007	9,502	102,917	-	
Capital										
Capital Outlay	-	-	-	NA	137,007	137,007	9,502	102,917	-	
Surplus / Deficit	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -	

The gondola fund expenditures are \$105,561 under budget. MAARS is under budget in worker's compensation due to dividend returns. Chondola is under budget in worker's comp and Telski labor. Gondola ops is under budget in worker's comp and group insurance, although they are over budget in other personnel costs. Gondola Maintenance is under in worker's comp but over in over employee costs. FGOA is on budget. There have been expenditures for Bull Wheel replacement, cabin window buffing, and station upgrades to date.

**Town of Mountain Village Monthly Revenue and Expenditure Report
March 2023**

	2023				2022	2021	2020		
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Child Development Fund									
Revenues									
Infant Care Fees	\$ 13,932	\$ 20,699	(6,767)	-32.69%	\$ 82,104	\$ 68,172	\$ 13,380	\$ 15,444	\$ 19,888
Toddler Care Fees	34,081	30,515	3,566	11.69%	127,045	92,964	26,419	30,831	43,356
Preschool Fees	27,382	47,561	(20,179)	-42.43%	154,820	127,438	37,824	38,078	41,268
Fundraising Revenues - Infant	20	-	20	NA	3,550	3,530	-	-	-
Fundraising Revenues - Preschool	20	-	20	NA	5,000	4,980	-	-	-
Fundraising Revenues - Toddler	20	-	20	NA	8,450	8,430	-	-	-
Grant Revenues - Infant	17,500	6,316	11,184	177.07%	15,000	(2,500)	-	-	-
Grant Revenues - Preschool	22,500	10,397	12,103	116.41%	20,600	(1,900)	-	-	-
Grant Revenues - Toddler	25,000	15,398	9,602	62.36%	21,600	(3,400)	-	-	-
COEC Funds - Infant	-	3,750	(3,750)	-100.00%	15,000	15,000	15,000	25,579	39,233
COEC Funds - Toddler	-	3,750	(3,750)	-100.00%	15,000	15,000	20,000	13,079	19,134
Other Grant Funding	41,500	-	41,500	NA	-	(41,500)	35,000	29,654	39,987
Total Revenues	181,955	138,386	43,569	31.48%	468,169	286,214	147,623	152,665	202,866
Operating Expenses									
Toddler Care Other Expense	17,551	10,169	7,382	72.59%	43,322	25,771	11,936	10,329	12,190
Toddler Care Personnel Expense	50,580	64,352	(13,772)	-21.40%	222,706	172,126	45,720	44,533	60,975
Infant Care Other Expense	8,063	4,212	3,851	91.43%	20,958	12,895	4,435	4,742	4,133
Infant Care Personnel Expense	40,587	33,969	6,618	19.48%	171,175	130,588	22,315	20,977	26,353
Preschool Other Expense	9,253	9,969	(716)	-7.18%	41,980	32,727	12,505	10,168	7,522
Preschool Personnel Expense	45,470	44,721	749	1.67%	200,434	154,964	34,052	23,269	35,899
Total Operating Expenses	171,504	167,392	4,112	2.46%	700,575	529,071	130,963	114,018	147,072
Surplus / Deficit	10,451	(29,006)	39,457	-136.03%	(232,406)	(242,857)	16,660	38,647	55,794
Capital									
Capital Outlay	-	-	-	NA	-	-	-	-	-
Total Capital	-	-	-	NA	-	-	-	-	-
Surplus / Deficit	10,451	(29,006)	39,457	-136.03%	(232,406)		16,660	38,647	55,794
Other Sources and Uses									
Contributions	-	-	-	NA	-	-	-	-	-
Transfer (To) From General Fund	-	29,006	29,006	100.00%	232,406	232,406	-	-	-
Total Other Sources and Uses	-	29,006	29,006	100.00%	232,406	232,406	-	-	-
Surplus / Deficit	\$ 10,451	\$ -	\$ (10,451)	NA	\$ -	\$ 232,406	\$ 16,660	\$ 38,647	\$ 55,794

Child Development revenues are \$51,000 over budget. This is due to grant revenues. Operating expenses are \$4,100 over budget due to Infant care scholarships, which are grant funded. The program has not required funding from the General Fund in 2023.

**Town of Mountain Village Monthly Revenue and Expenditure Report
March 2023**

	2023					2022	2021	2020	
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Water & Sewer Fund									
Revenues									
Mountain Village Water and Sewer	\$ 973,644	\$ 911,236	\$ 62,408	6.85%	\$ 3,738,251	\$ 2,764,607	\$ 878,373	\$ 740,183	\$ 678,576
Other Revenues	2,318	1,616	702	43.44%	8,650	6,332	2,015	2,334	998
Ski Ranches Water	93,297	93,586	(289)	-0.31%	378,811	285,514	83,457	69,223	62,307
Skyfield Water	8,008	7,874	134	1.70%	41,217	33,209	6,496	5,883	5,273
Total Revenues	1,077,267	1,014,312	62,955	6.21%	4,166,929	3,089,662	970,341	817,623	747,154
Operating Expenses									
Mountain Village Sewer	154,812	157,231	(2,419)	-1.54%	730,687	575,875	155,483	156,255	134,381
Mountain Village Water	256,039	247,026	9,013	3.65%	1,194,300	938,261	248,412	194,341	239,053
Ski Ranches Water	2,946	21,958	(19,012)	-86.58%	48,166	45,220	18,361	6,187	1,910
Contingency	-	-	-	NA	35,000	35,000	-	-	-
Total Operating Expenses	413,797	426,215	(12,418)	-2.91%	2,008,153	1,594,356	422,256	356,783	375,344
Surplus / Deficit	663,470	588,097	75,373	12.82%	2,158,776	1,495,306	548,085	460,840	371,810
Capital									
Capital Outlay	48,384	1,294,137	(1,245,753)	-96.26%	4,953,318	4,904,934	55,342	25,174	46,103
Surplus / Deficit	615,086	(706,040)	1,321,126	-187.12%	(2,794,542)	(3,409,628)	492,743	435,666	325,707
Other Sources and Uses									
Overhead Allocation Transfer	(217,971)	(217,971)	-	0.00%	(217,971)	-	(62,259)	(56,192)	(52,353)
Mountain Village Tap Fees	-	-	-	NA	245,000	245,000	16,516	56,944	-
Grants	-	-	-	NA	375,000	375,000	-	-	-
Ski Ranches Tap Fees	-	-	-	NA	5,000	5,000	-	-	-
Skyfield Tap Fees	-	-	-	NA	2,000	2,000	-	-	-
Sale of Assets	-	-	-	NA	-	-	-	-	-
Transfer (To) From General Fund	-	-	-	NA	-	-	-	-	-
Total Other Sources and Uses	(217,971)	(217,971)	-	0.00%	409,029	627,000	(45,743)	752	(52,353)
Surplus / Deficit	\$ 397,115	\$ (924,011)	\$ 1,321,126	-142.98%	\$ (2,385,513)	\$ (2,782,628)	\$ 447,000	\$ 436,418	\$ 273,354

Mountain Village water revenues are over budget in base water/sewer fees, excess usage and snowmaking fees. Ski Ranch and Skyfield water fees are in line with budget. Other revenues are over budget in maintenance fees and water fines. TOT sewer (actual and accrued) expenditures are on budget. Mountain Village water expenses are over budget in personnel expenses and electricity. Ski Ranch operations are under budget because of repairs, and employee costs. Capital costs are for Ski Ranches, regional sewer, meter purchases, and the new SCADA equipment.

**Town of Mountain Village Monthly Revenue and Expenditure Report
March 2023**

	2023				2022	2021	2020			
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD	
Broadband Fund										
Revenues										
Cable TV User Fees	\$ 142,076	\$ 147,635	\$ (5,559)	-3.77%	\$ 596,717	\$ 454,641	\$ 143,038	\$ 242,034	\$ 264,063	
Internet User Fees	377,406	375,513	1,893	0.50%	1,514,005	1,136,599	360,579	326,098	287,317	
Other Revenues	3,745	6,135	(2,390)	-38.96%	24,161	20,101	6,283	6,936	12,298	
Phone Service Fees	4,060	2,506	1,554	62.01%	11,071	7,326	4,124	7,405	9,711	
Total Revenues	527,287	531,789	(4,502)	-0.85%	2,145,954	1,618,667	514,024	582,473	573,389	
Operating Expenses										
Cable TV Direct Costs	103,188	104,453	(1,265)	-1.21%	415,923	312,735	102,175	210,327	221,238	
Phone Service Costs	2,317	2,035	282	13.86%	7,971	5,654	3,747	4,443	5,225	
Internet Direct Costs	71,175	65,781	5,394	8.20%	272,521	201,346	63,644	39,356	71,391	
Broadband Operations	115,910	264,441	(148,531)	-56.17%	1,242,361	1,126,451	193,825	147,455	189,099	
Total Operating Expenses	292,590	436,710	(144,120)	-33.00%	1,938,776	1,646,186	363,391	401,581	486,953	
Surplus / Deficit	234,697	95,079	139,618	146.84%	207,178	(27,519)	150,633	180,892	86,436	
Capital										
Capital Outlay	4,209	5,102	(893)	-17.50%	222,000	217,791	19,804	21,123	281,555	
Surplus / Deficit	230,488	89,977	140,511	156.16%	(14,822)	(245,310)	130,829	159,769	(195,119)	
Other Sources and Uses										
Sale of Assets	-	-	-	NA	-	-	-	-	-	
Transfer from General Fund	-	-	-	NA	225,263	225,263	(50,443)	(51,344)	(53,175)	
Transfer (To) From General Fund	-	-	-	NA	-	-	-	-	-	
Overhead Allocation Transfer	(210,441)	(210,441)	-	0.00%	(210,441)	-	-	-	-	
Total Other Sources and Uses	(210,441)	(210,441)	-	0.00%	14,822	225,263	(50,443)	(51,344)	(53,175)	
Surplus / Deficit	\$ 20,047	\$ (120,464)	\$ 140,511	-116.64%	\$ -	\$ (20,047)	\$ 80,386	\$ 108,425	\$ (248,294)	

Video revenues and are under budget in residential user fees but over in bulk video fees. Internet revenues are over budget .5%. Phone service fees are over budget 62% and other revenues are under budget in late payment fees, labor, and equipment rental. Broadband operating expenses are under budget in personnel costs due to vacancies and general supplies. Capital expenses are for the fiber project and test equipment.

**Town of Mountain Village Monthly Revenue and Expenditure Report
March 2023**

	2023				Annual Budget	Budget Balance	2022	2021	2020
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)			Actual YTD	Actual YTD	Actual YTD
Telluride Conference Center Fund									
Revenues									
Beverage Revenues	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Catering Revenues	-	-	-	NA	-	-	-	-	-
Facility Rental	-	-	-	NA	-	-	-	-	-
Operating/Other Revenues	14,551	-	14,551	NA	-	(14,551)	-	-	-
Total Revenues	14,551	-	14,551	NA	-	(14,551)	-	-	-
Operating Expenses									
General Operations	-	-	-	NA	-	-	-	-	-
Administration	42,387	30,425	11,962	39.32%	111,246	68,859	39,966	37,513	32,223
Marketing	25,000	25,000	-	0.00%	100,000	75,000	25,000	-	25,000
Contingency	-	-	-	NA	-	-	-	-	-
Total Operating Expenses	67,387	55,425	11,962	21.58%	211,246	143,859	64,966	37,513	57,223
Surplus / Deficit	(52,836)	(55,425)	2,589	-4.67%	(211,246)	(158,410)	(64,966)	(37,513)	(57,223)
Capital Outlay/ Major R&R	4,453	-	4,453	NA	20,000	15,547	-	-	-
Surplus / Deficit	(57,289)	(55,425)	(1,864)	3.36%	(231,246)	(173,957)	(64,966)	(37,513)	(57,223)
Other Sources and Uses									
Damage Receipts	-	-	-	NA	-	-	-	-	-
Insurance Proceeds	-	-	-	NA	-	-	-	-	-
Sale of Assets	-	-	-	NA	-	-	-	-	-
Transfer (To) From General Fund	57,289	55,425	1,864	3.36%	231,246	173,957	64,966	37,513	57,223
Overhead Allocation Transfer	-	-	-	NA	-	-	-	-	-
Total Other Sources and Uses	57,289	55,425	1,864	3.36%	231,246	173,957	64,966	37,513	57,223
Surplus / Deficit	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -

Expenses for the year are HOA dues and contracted marketing expenses. Revenues reflect payment from TSG based on 2022 sales as outlined in the operating agreement.

**Town of Mountain Village Monthly Revenue and Expenditure Report
March 2023**

	2023				2022	2021	2020		
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Affordable Housing Development Fund									
Revenues									
Contributions	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Grant Proceeds	-	-	-	NA	-	-	-	-	-
Rental Income	11,700	14,725	(3,025)	-20.54%	46,800	35,100	14,180	8,823	8,708
Housing Application Fees	750	603	147	24.38%	2,300	1,550	1,970	-	-
Housing Mitigation Fees	-	-	-	NA	250,000	250,000	-	-	-
Sales Proceeds	-	-	-	NA	-	-	-	-	-
Total Revenues	12,450	15,328	(2,878)	-18.78%	299,100	286,650	16,150	8,823	8,708
Operating Expenses									
Leased Properties	-	-	-	NA	-	-	3,780	5,670	5,400
Operating Expenses	21,635	29,914	(8,279)	-27.68%	120,654	99,019	-	-	-
Norwood Property	-	-	-	NA	35,000	35,000	150	-	-
Lot 644	643,055	664,640	(21,585)	-3.25%	4,020,429	3,377,374	221	-	-
Prospect Unit	70,792	39,989	30,803	77.03%	49,472	(21,320)	8,635	10,812	6,487
Future Housing/Density Bank	72,144	1,557,789	(1,485,645)	-95.37%	8,025,000	7,952,856	26,595	16,086	16,475
Ilium Property expenses	15,815	-	15,815	NA	-	(15,815)	-	-	-
RHA Funding	-	-	-	NA	-	-	-	46,625	46,625
Debt Principal	-	125,000	(125,000)	-100.00%	500,000	500,000	-	-	-
Purchase/Resale Units	-	-	-	NA	-	-	-	2,804	-
Total Operating Expenses	823,441	2,417,332	(1,593,891)	-65.94%	12,750,555	11,927,114	39,381	81,997	74,987
Surplus / Deficit	(810,991)	(2,402,004)	(1,591,013)	66.24%	(12,451,455)	(11,640,464)	(23,231)	(73,174)	(66,279)
Other Sources and Uses									
Transfer (To) From MAP	-	-	-	NA	-	-	-	-	-
Loan Proceeds	-	-	-	NA	7,500,000	7,500,000	-	(13,154)	-
Gain or Loss on Sale of Assets	-	-	-	NA	-	-	-	-	-
Transfer (To) From General Fund - Sales Tax	445,234	401,428	43,806	10.91%	941,983	496,749	438,754	272,717	221,163
Transfer (To) From VCA	-	-	-	NA	-	-	-	-	-
Transfer (To) From General Fund (Other)	-	-	-	NA	4,075,025	4,075,025	-	-	-
Total Other Sources and Uses	445,234	401,428	43,806	10.91%	12,517,008	12,071,774	438,754	259,563	221,163
Surplus / Deficit	\$ (365,757)	\$ (2,000,576)	\$ (1,634,819)	81.72%	\$ 65,553	\$ 431,310	\$ 415,523	\$ 186,389	\$ 154,884

Expenses consist of HOA dues, Lot 644 expenses, Ilium property expenses, general operating costs, Norwood property expenses, and maintenance and utilities on town owned properties. Operating expenses are under budget in personnel costs and professional services mainly due to the timing of expenditures. The Prospect unit expenses are exceeding budget due to a special assessment which was originally scheduled to be assessed and was budgeted for December 2022. Future housing is under budget due to timing of expenses. Debt service is under budget due to the timing of debt to be issued for the purchase of property.

Town of Mountain Village Monthly Revenue and Expenditure Report

March 2023

	2023						2022	2021	2020
	Actual YTD	Budget YTD	Budget Var (\$)	Budget Var (%)	Annual Budget	Budget Balance	Actual	Actual	Actual
Village Court Apartments									
Operating Revenues									
Rental Income	\$ 583,314	\$ 575,705	\$ 7,609	1.32%	\$ 2,342,208	\$ 1,758,894	\$ 562,212	\$ 470,988	\$ 577,973
Other Operating Income	30,993	20,798	10,195	49.02%	118,060	87,067	31,558	27,385	39,939
Total Operating Revenue	614,307	596,503	17,804	2.98%	2,460,268	1,845,961	593,770	498,373	617,911
Operating Expenses									
Office Operations	47,394	66,176	(18,782)	-28.38%	285,649	238,255	43,635	46,146	50,810
General and Administrative	44,485	49,885	(5,400)	-10.82%	154,320	109,835	117,352	113,525	126,598
Utilities	124,209	85,226	38,983	45.74%	338,529	214,320	98,497	95,966	114,362
Repair and Maintenance	118,179	170,186	(52,007)	-30.56%	671,992	553,813	113,967	134,773	137,156
Major Repairs and Replacement	30,386	54,752	(24,366)	-44.50%	336,500	306,114	15,046	17,314	40,664
Contingency	-	-	-	NA	14,500	14,500	-	-	-
Total Operating Expenses	364,653	426,225	(61,572)	-14.45%	1,801,490	1,436,837	388,497	407,724	469,590
Surplus / (Deficit) After Operations	249,654	170,278	79,376	47%	658,778	409,124	205,273	90,649	148,322
Non-Operating (Income) / Expense									
Investment Earning	-	-	-	NA	(50)	(50)	-	(7)	(1,188)
Debt Service, Interest	-	-	-	NA	345,198	345,198	-	87,627	91,953
Debt Service, Fees (Cost of Issuance)	-	-	-	NA	135,000	135,000	-	-	-
Debt Service, Principal	-	-	-	NA	443,079	443,079	-	-	-
Total Non-Operating (Income) / Expense	-	-	-	NA	923,227	923,227	-	87,620	90,765
Surplus / (Deficit) Before Capital	249,654	170,278	(514,103)	-301.92%	(264,449)	(514,103)	205,273	3,029	57,556
Capital Spending	432,100	450,000	17,900	3.98%	15,321,000	14,888,900	37,038	-	410
Surplus / (Deficit)	(182,446)	(279,722)	97,276	-34.78%	(15,585,449)	(15,403,003)	168,235	3,029	57,146
Other Sources / (Uses)									
Transfer (To)/From General Fund	(191,198)	(191,198)	-	0.00%	(191,198)	-	(53,402)	(43,640)	(44,389)
New Loan Proceeds	-	-	-	NA	10,000,000	10,000,000	-	-	-
Sale of Assets	-	-	-	NA	-	-	-	-	-
Grant Revenues	-	-	-	NA	10,000,000	10,000,000	-	-	-
Transfer From AHDF	-	-	-	NA	-	-	-	-	-
Total Other Sources / (Uses)	(191,198)	(191,198)	-	0.00%	19,808,802	20,000,000	(53,402)	(43,640)	(44,389)
Surplus / (Deficit)	(373,644)	(470,920)	97,276	-20.66%	4,223,353	4,596,997	114,833	(40,611)	12,757

Rent revenues are in line with budget. Rent revenues exceed 2022 revenues by 3.75% due to increased rents being phased in as leases are renewed. Other revenues are over budget 49% due mainly to investment income. Office operations are under budget 28.4% primarily due to employee costs which will even out as the year progresses and technical support. General and administrative is under budget mainly in legal expenses. Utilities are over budget in water/sewer charges, waste disposal and electricity. Maintenance is under budget 30.6% primarily due to employee costs which will even out as the year progresses, sub-contract expenses, and snow removal. MR&R expenses include carpet replacement, fiber installs, and appliances. Capital expenditures consist of costs related to Phase IV.

**Town of Mountain Village Monthly Revenue and Expenditure Report
March 2023**

	2023						2022	2021	2020
	Actual YTD	Budget YTD	Budget Variance (\$)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Debt Service Fund									
Revenues									
Abatements	\$ -	\$ -	\$ -	NA	\$ -	\$ -	\$ -	\$ -	\$ -
Contributions	-	-	-	NA	200,400	200,400	-	-	-
Miscellaneous Revenue	-	-	-	NA	-	-	-	-	-
Property Taxes	223,228	216,780	6,448	2.97%	477,174	253,946	217,219	225,838	228,463
Reserve/Capital/Liquidity Interest	855	420	435	103.57%	2,001	1,146	100	100	1,110
Specific Ownership Taxes	5,082	6,339	(1,257)	-19.83%	25,000	19,918	5,437	5,217	5,229
Total Revenues	229,165	223,539	5,626	2.52%	704,575	475,410	222,756	231,155	234,802
Debt Service									
2001/2011 Bonds - Gondola - Paid by contributions from TMVOA and TSG									
2001/2011 Bond Issue - Interest	-	-	-	NA	65,400	65,400	-	-	-
2001/2011 Bond Issue - Principal	-	-	-	NA	135,000	135,000	-	-	-
2006/2014/2020 Bonds - Heritage Parking									
2020 Bond Issue - Interest	-	-	-	NA	86,480	86,480	-	-	-
2020 Bond Issue - Principal	-	-	-	NA	375,000	375,000	-	-	-
Total Debt Service	-	-	-	NA	661,880	661,880	-	-	-
Surplus / (Deficit)	229,165	223,539	5,626	2.52%	42,695	(186,470)	222,756	231,155	234,802
Operating Expenses									
Administrative Fees	4,733	735	3,998	543.95%	3,182	(1,551)	681	495	288
County Treasurer Collection Fees	6,697	7,085	(388)	-5.48%	14,513	7,816	6,516	6,776	6,855
Total Operating Expenses	11,430	7,820	3,610	46.16%	17,695	6,265	7,197	7,271	7,143
Surplus / (Deficit)	217,735	215,719	2,016	0.93%	25,000	(192,735)	215,559	223,884	227,659
Other Sources and Uses									
Transfer (To) From General Fund	(5,082)	(6,339)	1,257	-19.83%	(25,000)	(19,918)	(5,437)	(5,217)	(5,229)
Transfer (To) From Other Funds	-	-	-	NA	-	-	-	-	-
Payment to Refunding Bonds Escrow	-	-	-	NA	-	-	-	-	-
Proceeds From Bond Issuance	-	-	-	NA	-	-	-	-	-
Total Other Sources and Uses	(5,082)	(6,339)	1,257	-19.83%	(25,000)	(19,918)	(5,437)	(5,217)	(5,229)
Surplus / (Deficit)	\$ 212,653	\$ 209,380	\$ 3,273		\$ -	\$ (212,653)	\$ 210,122	\$ 218,667	\$ 222,430



TO: Mountain Village Town Council

FROM: Jim Loebe, Transit & Recreation Director; Paul Wisor, Town Manager

DATE: April 13, 2023

RE: Continued Discussion on the Importance of Managed Parking

Executive Summary: The Town has a parking supply shortage during peak days of the ski season – namely, holidays, weekend, and large snow days. The lack of parking results in poor visitor experience and reflects poorly on the Town as well as TSG. The Town has engaged the services of a consultant, Walker Consultants, to evaluate its entire parking system. The April worksession is a continuation of the parking discussion conducting by Council at its February meeting. Telluride Ski & Golf will be present at the April meeting to listen to Walker Consultants and to provide their perspective on parking solutions.

Overview

The Town of Mountain Village has a parking supply issue. Demand frequently exceeds supply during the winter season. Large scale development projects in the near future, coupled with the increasing popularity of the destination, will further strain the system. As currently structured, revenues generated by the parking system generally cover operational expenses and produce modest surpluses to perform routine maintenance and small-scale capital improvements. However, current revenues are insufficient to contemplate a meaningful capital expansion of the parking system. Also, additional revenues from increasing rates or migrating currently free parking facilities to a paid model may not be sufficient to fully cover the debt service for capital expansion of the parking system.

In order to address parking needs in the short term, tools available include adjusting rates, costs, and certain policies to fit current market dynamics. Such changes, in conjunction with new funding strategies, will enable the Town to expand its parking supply. Other changes in areas such as signage and wayfinding, enforcement, technology, marketing, messaging, and operations will help to create a parking system that is more dynamic, flexible, and more well suited for long-term needs. Further, the implementation of additional and more robust transportation demand management (TDM) strategies and options will help to lessen the need for new parking and alleviate traffic congestion in the long term.

At its February meeting, Walker Consultants, the consulting firm engaged by the Town, presented an overview of the Town’s parking challenges as well as possible solutions. Walker Consultants will again be presenting to Council at its April meeting. The presentation is attached hereto.

Currently, the Town and Telluride Ski & Golf are parties to an Open Space Conveyance Agreement which provides, in part, the Town cannot charge for parking without TSG’s consent. In light of the fact a parking solution would consist of imposing or adjusting parking rates, TSG will be participating

in the April worksession to provide their perspective on paid-for parking and other financial solutions to the community's parking issues.



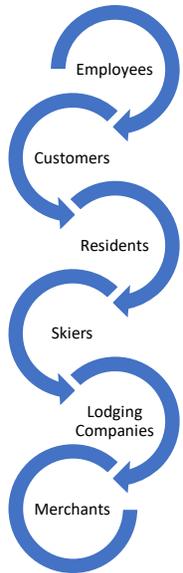
WALKER
CONSULTANTS

Town of Mountain Village: Parking and Transportation Management

Presentation to Town Council
April 20, 2023



WHY MANAGED PARKING IS IMPORTANT FOR EVERYONE



Access for **all parkers** in the community

Easier for customers to **access businesses**

Increased **merchant revenues**

Growth in **sales tax** that can be used to reinvest

PEER RESORT & COMMUNITY BENCHMARKING



PEER RESORT & COMMUNITY PRICING

Key findings:

- Comparable parking facilities charge more on average than Mountain Village.
- Most peer facilities have tiered pricing models where the most convenient parking facilities and/or parking structures have higher rates than lots further away.
- Rates vary between the weekend and weekdays.
- Hourly parking rates were, on average, about 2x more than Mountain Village.
- Many peer locations do not offer overnight parking.



AVERAGE DAILY RATES FOR CLOSE-IN/PREMIUM PARKING

Weekday Average: \$20

Weekend Average: \$26

Highest Observed: \$50



OVERNIGHT PARKING RATES (WHERE OFFERED)

Range of Rates: \$35 - \$60

Overview of Proposed Changes



PROPOSED NEW TIERED RATE STRUCTURE



ECONOMY

- **Meadows Lot**



PREFERRED

- **Gondola Garage**



PREMIUM

- **Heritage Garage**
- **North & South Village Lots**



PERMIT ONLY

- **Airport (R) Lot**

COMMUTER/EMPLOYEE PERMITS

- **New permit option**
- **Low price and equitable access for employees who live outside the Town**
- **Low cost option for employees during the winter season**
 - **Proof of employment required within TMV**
- **Valid in Gondola Garage and Meadows Lot as space permits**
- **Carpooling and sharing of permit cost amongst riders possible and should be encouraged**
- **Cost set to encourage carpooling or other transit options**
- **Permit is transferable**



PROPOSED CHANGES TO PARKING RATES



Establish Weekday vs Weekend Rates



Adjust Hourly Rates



Implement Day Paid Parking in the Gondola Parking Garage



Implement Day Paid Parking in the Meadows Parking Lot



Increase Violation Rates

A scenic mountain landscape featuring a cable car in the foreground, a dense forest of evergreen trees on the slopes, and rugged, rocky mountain peaks in the background. A teal-colored rectangular box is overlaid on the right side of the image, containing white text. The overall scene is captured in a high-angle, wide shot, emphasizing the scale of the mountain environment.

Financial Impact to Proposed Changes

HISTORICAL PARKING SYSTEM FINANCIAL PERFORMANCE

~\$500,000
Annual Revenue
 (2018-2021)

~\$100,000
Annual Surplus
 (2018-2021)

	2018	2019	2020	2021	2022
Total Revenues	\$ 427,542	\$ 564,325	\$ 539,123	\$ 513,880	\$ 697,893
Total Expenses	(299,944)	(391,429)	(303,450)	(381,095)	(383,145)
Net Operating Income	\$ 127,598	\$ 172,896	\$ 235,673	\$ 132,785	\$ 314,748
Overhead & Asset Sales	(33,571)	(42,374)	(32,278)	(22,953)	(50,365)
Surplus/Deficit Before Capital	\$ 94,027	\$ 130,522	\$ 203,395	\$ 109,832	\$ 264,383
Capital Expenditures	(5,615)	(94,266)	(5,415)	(54,998)	(458,323)
Surplus/Deficit	\$ 88,412	\$ 36,256	\$ 197,980	\$ 54,834	\$ (193,940)
Fund Balance	232,422	268,678	466,658	521,492	327,552

- Staffing resources to manage the parking system are currently lacking what's needed.
- Large upcoming projects will require a proactive approach to grow the fund balance.

PROJECTED SYSTEM OPERATING & DEBT SERVICE EXPENSES

1 Paid parking expansion will require more full-time parking staff

- One full-time manager and two full-time field staff have been assumed initially.
- After the GPG expansion is complete, staff required increases to four total FTE's.

2 Gondola Parking Garage expansion budgeted at \$20M

- \$10M anticipated to be funded by grants.
- \$10M will need to be financed.
- ~\$700,000 annual ongoing debt service obligation by the Town
 - *Amount financed could be lowered depending on other third-party contributions.

PROJECTED SYSTEM OPERATING & DEBT SERVICE EXPENSES

3 A reserve account for future capital projects should be funded

- Estimated around \$200,000 annually should be funded.

4 Annual parking system expenses/obligations increase

- Increase from current ~\$450,000/year to ~1.7M/year once the garage is expanded

PROJECTED FINANCIAL IMPACT TO PROPOSED PARKING PRICING



Net Parking Revenue Increases

From ~\$500,000 to ~1.2M annually



Parking Fund Will Be Short

After all expenses, parking fund is short by >\$500,000/year



Additional Funding Sources are Required and will Need to be Identified



Questions & Discussion



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

TO: Mountain Village Town Council
FROM: Paul Wisor, Town Manager; Lizbeth Lemley, Finance Director
DATE: April 13, 2023
RE: **VCA Phase IV Financing**

Summary The Town of Mountain Village will be entering into a financing agreement for the Village Court Apartments Phase IV expansion. This will require actions by both the Mountain Village Housing Authority and the Town of Mountain Village. Included in the packet are a Mountain Village Housing Authority Resolution, a Town of Mountain Village Ordinance and all related agreements.

Background

On March 13, 2023, Stifel Public Finance issued an RFP for direct lease financing to 20 banks on behalf of the Town for the purpose of financing the construction of Phase IV of VCA. The Town received three responses with the most competitive offer coming from BOK Financial "BOK".

In order to save time and costs, the Town is securing loan proceeds through a lease transaction with BOK. In a direct lease transaction, the Town will lease the property to BOK and receive upfront rental payments for the term of the lease. The upfront rental payments will be used to pay a portion of Phase IV Construction costs. The Town will then lease the property back from BOK through a series of scheduled rental payments, which will be paid overtime utilizing revenues generated from rents of individual Phase IV units.

Convene as Mountain Village Housing Authority

The Mountain Village Housing Authority must first consider a resolution authorizing a Master Lease (attached) of VCA Phase IV from the Mountain Village Housing Authority "Authority" to the Town of Mountain Village. This will allow the Town to sublease the property to BOK. The Master lease will be in effect for the term of the financing and will require a \$10 annual payment from the Town to the Authority.

Proposed Motion

I move that the Board approve the Resolution Authorizing the Lease of Certain Real Property to the Town of Mountain Village, Colorado, and the Execution and Delivery by the Authority of a Master Lease Agreement, And Other Documents Incidental Thereto, all for the Purpose of Financing a Portion of the Cost of Acquiring, Constructing and Equipping an Additional Approximately 35 Units of Multifamily Housing in Village Court Apartments. I further move that the Master Lease Agreement be approved in substantially the form presented.

Reconvene as Town Council

If the Mountain Village Housing Authority approves the Master Lease, Town Council will consider a Parameters Ordinance. The prepared Ordinance establishes the conditions under

which authorized Mountain Village officials can enter into the financing arrangement. Approving the Parameters Ordinance will allow the Town to enter into a Lease Purchase Agreement with BOK to secure financing for the expansion. The ordinance outlines the following parameters:

- Method of financing shall be a Lease Purchase Agreement with BOK requiring the execution of the following documents:
 - Master Lease Agreement between the Mountain Village Housing Authority and the Town for the term the lease for \$10 per year (attached)
 - Site and Improvement Lease Agreement sublease of the property from the Town to BOKH for the agreed upon principal amount of rent payable. (attached)
 - Lease Purchase Agreement “Lease” between BOK and the Town to be paid through annual rent payments. The parameters of this agreement are discussed in the following bullet points. (attached).
- The maximum principal amount of the rent payable shall not exceed \$15,150,000. The Town’s goal is to secure \$10,000,000 in financing, dependent on grant proceeds and other contributions. The total cost of the project is estimated at \$20,000,000. Proposed rental payments are included in (attached).
- The Lease term shall end no later than December 31, 2033.
- The Lease shall be subject to optional prepayment.
- The maximum net effective interest rate shall not exceed 5%
- The site lease shall end no later than December 31, 2043.
- The Mayor is authorized to execute and deliver the Master Lease, Site and Improvement Lease and Lease Purchase Agreement.

Should the Council pass the Resolution and Ordinance presented, staff anticipates entering into the Lease Purchase Agreement on May 31, 2023. The \$10,000,000 par amount of the lease is consistent with the approved 2023 budget. Subject to outside funding, it is possible the Town will need to refinance the debt towards the end of the term (around 2032) to pay off the remainder of the Phase IV construction costs.

Proposed Motion

I move that Town Council approve on first reading the Ordinance Authorizing the Leasing of Certain Real Property and the Execution and Delivery by the Town of a Master Lease Agreement, A Site and Improvement Lease Agreement, And a Lease Purchase Agreement, and Other Documents Incidental Thereto all for the Purpose of Financing a Portion of the Cost of Acquiring, Constructing and Equipping Approximately 35 Units of Additional Multifamily Housing in Village Court Apartments; Setting Forth Certain Parameters and Restrictions with Respect to the Financing; Authorizing Officials of the Town to Take all Actions Necessary or Appropriate to Carry Out the Transactions Contemplated Hereby; and Providing for other Matter Related Thereto. I further move the related agreements are approved in substantially the form presented in the ordinance. I ask the Town Clerk to set a public hearing for May 1, 2023.

STATE OF COLORADO)
)
COUNTY OF SAN MIGUEL) SS.
)
TOWN OF MOUNTAIN VILLAGE)
HOUSING AUTHORITY)

The Board of Commissioners (the “Board”) of the Housing Authority of the Town of Mountain Village, San Miguel County, Colorado (the “Authority”), met in regular session, in full conformity with law and the rules of the Authority, at 455 Mountain Village Boulevard, Suite A in the Town of Mountain Village, being the regular meeting place of the Board, on Thursday, April 20, 2023, at the hour of [8:30] a.m. Upon roll call, the following were found to be present, constituting a quorum:

Present:

Chairperson:	Laila Benitez
Vice Chairperson:	Dan Caton
Commission Members	Patrick Berry Peter Duprey Jack Gilbride Harvey Mogenson Marti Prohaska

Absent:

There were also present:

Town Manager:	Paul Wisor
Town Clerk:	Susan Johnston
Assistant Town Attorney:	David McConaughy.

constituting all the members of the Board.

Thereupon, the following proceedings, among others, were had and taken:

Commissioner _____ introduced in typewritten form of resolution, which resolution was thereupon read by title, copies thereof having been distributed to all members of the Board and to those members of the public in attendance, and which resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF MOUNTAIN VILLAGE HOUSING AUTHORITY, AUTHORIZING THE LEASING OF CERTAIN REAL PROPERTY TO THE TOWN OF MOUNTAIN VILLAGE, COLORADO, AND THE EXECUTION AND DELIVERY BY THE AUTHORITY OF A MASTER LEASE AGREEMENT, AND OTHER DOCUMENTS INCIDENTAL THERETO, ALL FOR THE PURPOSE OF FINANCING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING AN ADDITIONAL APPROXIMATELY 35 UNITS OF MULTIFAMILY HOUSING IN VILLAGE COURT APARTMENTS.

WHEREAS, the Town of Mountain Village Housing Authority, a public body corporate and politic of the State of Colorado (the “Authority”), is authorized and empowered by the provisions of the Housing Authorities Law, being Part 2 of Article 4 of Title 29, Colorado Revised Statutes (the “Act”), as from time to time supplemented and amended, to issue revenue bonds, notes or other obligations for the purpose of providing residential housing that substantially benefits persons and families of low income; and

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

WHEREAS, the members of the Town Council (the “Town Council”) of the Town have been duly elected or appointed and qualified; and

WHEREAS, the Town Council has provided that in accordance with the Act, the members of the Town Council shall ex officio be appointed the Commissioners of the Board of Commissioners of the Authority (the “Board”); and

WHEREAS, the Board has the power, pursuant to Section 29-4-209 of the Act to sell, exchange, transfer, assign, or pledge any property, real or personal, or any interest therein to any person, firm, corporation, city, or government; and

WHEREAS, the Board has determined and hereby determines that it is in the best interest of the Authority that the Authority and the Town enter into a Master Lease Agreement (the “Master Lease”) between the Authority, as lessor, and the Town, as lessee, for the purpose of leasing the Leased Property (as defined in the Master Lease) from the Authority to the Town, all for the purpose of supporting the Town in financing the acquisition, construction and equipping of approximately 35-units of additional multifamily housing in the Village Court Apartments, which are expected to be located at 415 Mountain Village Boulevard, Buildings 15-16, Town of Mountain Village, Colorado 81435 (the “Project”); and

WHEREAS, for the purpose of financing the Project, the Town and BOKF, NA d/b/a BOK Financial or one of its affiliates (the “Bank”) intend to enter into a Site and Improvement Lease Agreement (the “Site Lease”) between the Bank and the Town for the purpose of subleasing the Leased Property to the Bank, and concurrently thereof enter into a Lease Purchase Agreement (the “Lease”) for the purpose of subleasing the Leased Property back to the Town, all for the purpose of acquiring, constructing and equipping the Project; and

WHEREAS, the form of Master Lease has been presented to the Board and is on file at the Authority’s offices.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF MOUNTAIN VILLAGE HOUSING AUTHORITY:

Section 1. All action (not inconsistent with the provisions of this resolution) heretofore taken by the Board and the officers, employees and agents of the Authority directed toward the Master Lease and the Project is hereby ratified, approved and confirmed.

Section 2. The Board hereby finds and determines, pursuant to the Constitution and laws of the State, that leasing the Leased Property from the Authority to the Town under the terms and provisions set forth in the Master Lease, are necessary, convenient and in furtherance of the Authority’s purposes and are in the best interests of the inhabitants of the Authority. The Board hereby authorizes and approves, the leasing of the Leased Property from the Authority to the Town under the terms and provisions of the Master Lease. The Authority hereby consents to the financing of the Project, subleasing the Leased Property from the Town to the Bank under the terms and provisions set forth in the Site Lease and the subleasing the Leased Property from the Bank to the Town under the terms and provisions set forth in the Lease.

Section 3. The Master Lease, in substantially the form presented to the Board, with only such changes therein as are not inconsistent herewith, are in all respects authorized, approved and confirmed. The Chair, Vice Chair, each of the Commissioners, and the Executive Director of the Authority are each hereby authorized and directed to execute and deliver the Master Lease, in substantially the forms and with substantially the same content as presented to the Board with only such changes therein as are not inconsistent herewith, for and on behalf of the Authority.

Section 4. The Authority hereby approves of actions taken or to be taken by appropriate officers of the Authority to make or approve any alterations, changes or additions to the Master Lease, as may be necessary or appropriate to correct errors or omissions therein, to remove ambiguities therefrom, to conform the same to other provisions of said documents or instruments or to this resolution or any other resolutions of the Board, or to the provisions of applicable law.

Section 5. The Chair, Vice Chair, each of the Commissioners, the Executive Director and other appropriate officers of the Authority are hereby authorized to execute and

deliver, for and on behalf of the Authority, the Master Lease, any and all additional certificates, documents, instruments and other papers (including amendments or modifications of any such documents consistent with this resolution), and to perform all other acts they may deem necessary or appropriate, in order to implement and carry out the matters authorized or contemplated by this resolution.

Section 6. If any section, paragraph, clause or provision of this resolution shall for any reason be held invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 7. All acts, orders and resolutions of the Authority, and parts thereof, inconsistent with this resolution be, and the same hereby are, repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any act, order or resolution, or part thereof, heretofore repealed.

Section 8. This resolution shall be in full force and effect upon its passage and approval.

PASSED AND ADOPTED this April 20, 2023.

TOWN OF MOUNTAIN VILLAGE
HOUSING AUTHORITY, COLORADO

(SEAL)

Chair of the Board of Commissioners

ATTEST:

Vice Chair of the Board of Commissioners

56680659.3

56680659.3

Master Lease Agreement

After recordation, please return to:

Cory Kalanick, Esq.
Sherman & Howard L.L.C.
675 Fifteenth Street, Suite 2300
Denver, Colorado 80203

MASTER LEASE AGREEMENT

This **MASTER LEASE AGREEMENT**, dated [____], 2023 (this “Master Lease”), is by and between the **TOWN OF MOUNTAIN VILLAGE HOUSING AUTHORITY, COLORADO**, as lessor (the “Authority”), and the **TOWN OF MOUNTAIN VILLAGE, COLORADO** as lessee (the “Town”).

W I T N E S S E T H :

WHEREAS, the Authority is a duly and regularly created, organized and existing public body, corporate and politic, existing as such under and by virtue of the laws of the State of Colorado (the “State”); and

WHEREAS, the Board of Commissioners of the Authority (the “Board”) has the power, pursuant to Section 29-4-209 of Colorado Revised Statutes, as amended, to sell, exchange, transfer, assign, or pledge any property, real or personal, or any interest therein to any person, firm, corporation, city, or government; and

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

WHEREAS, pursuant to Section 8.5(g) of the Charter, the Town is authorized to enter into long-term annually renewable installment purchase, lease-purchase rental or other leasehold agreements in order to provide necessary land, buildings, equipment and other property for governmental or proprietary purposes; and

WHEREAS, the Town desires to lease the property described in Exhibit A attached hereto, together with any improvements located or to be located thereon (the “Leased Property”) from the Authority for the purpose of constructing and equipping an approximately 35 additional units of multifamily housing in Village Court Apartments (the “Project”), and subsequently sublease the Leased Property to BOKF, NA d/b/a BOK Financial pursuant to the terms of a Site Lease and Improvement Lease Agreement (the “Site Lease”) and sublease the Leased Property back from the Bank pursuant to the terms of a Lease Purchase Agreement (the “Lease”), for the purpose of financing the Project; and

WHEREAS, pursuant to a resolution duly adopted on April 20, 2023, the Board has determined that it is necessary, desirable, appropriate and in the best interests of the Authority and its inhabitants that the Authority enter into this Master Lease Agreement; and

WHEREAS, the Town Council of the Town has determined that: (i) it is necessary, desirable, appropriate and in the best interests of the Town and its citizens and inhabitants that the Town finance a portion of the cost of acquiring, constructing and equipping of the Project; and (ii) that this Master Lease, the Lease and the Site Lease be entered into for such public purposes; and

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

Section 1. Definitions. Unless the context otherwise requires, capitalized terms used herein shall have the meanings ascribed to them herein and in the Lease.

Section 2. Master Lease and Term. The Authority hereby leases to the Town and the Town hereby leases from the Authority, on the terms and conditions hereinafter set forth, the Leased Property described in Exhibit A attached hereto and made a part hereof, subject to Permitted Encumbrances as defined in Exhibit B attached hereto and made a part hereof.

[TBD] The term of this Master Lease shall commence on the date hereof and shall end on December 1, 2033 (the “Site Lease Termination Date”), unless such term is sooner terminated as hereinafter provided. If prior to the Site Lease Termination Date, (a) all of the Leased Property has been conveyed to the Town pursuant to the Lease as a result of the Town’s payment of (i) the related Option Price thereunder, or (ii) all Base Rentals and Additional Rentals as provided in Section 12.03 of the Lease; and (b) the Lease has been discharged, then the term of this Master Lease shall end immediately thereafter.

Section 3. Master Lease Rental. During the Lease Term of the Lease, the Authority acknowledges receipt from the Town as and for rental hereunder, the sum of \$[10] and other good and valuable consideration.

Section 4. Purpose. The Town shall use the Leased Property for the purpose of constructing and equipping the Project.

Section 5. Fee Simple Interest. The Authority covenants that it is the owner in fee of the Leased Property, subject only to Permitted Encumbrances described in Exhibit B hereto.

Section 6. Assignment and Subleasing by the Town. The Town has the absolute right to sublet all or any part or parts of the Leased Property, including any improvements located or to be located thereon, and to assign its rights, title and interest in this Master Lease without the necessity of obtaining the consent of the Authority, including pursuant to the sublease to the Bank in the Site Lease.

Section 7. Termination. The Town agrees, upon the termination of this Master Lease, to quit and surrender the Leased Property and agrees that any permanent improvements and structures existing upon the Leased Property at the time of the termination of this Master Lease shall remain thereon and title thereto shall vest in the Authority.

Notwithstanding the provisions of Section 2 hereof, in the event that the Lease is held invalid or unenforceable as to one or more specific parts of the Leased Property leased hereunder

by a final unappealable judgment which has the effect of terminating the entire Lease as to such parts of the Leased Property, such judgment shall also cause the termination of the Site Lease and this Master Lease as to such parts of the Leased Property.

Section 8. Quiet Enjoyment and Acknowledgment of Ownership. The Town at all times during the term of this Master Lease shall peaceably and quietly have, hold and enjoy the Leased Property.

Section 9. Taxes; Maintenance; Insurance. During the term of this Master Lease and in accordance with the provisions of the Lease, and subject to the terms of the Site Lease, the Town covenants and agrees to pay any and all assessments of any kind or character and all taxes, including possessory interest taxes, levied or assessed upon the Leased Property, and all maintenance costs and utility charges in connection with the Leased Property.

Section 10. Waiver of Jury Trial. The Town and Authority hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Master Lease or the actions of the Town or the Authority in the negotiation, administration, performance or enforcement hereof.

Section 11. Partial Invalidity; Integration. If any one or more of the terms, provisions, covenants or conditions of this Master Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Master Lease shall be valid and enforceable to the fullest extent permitted by law. This Master Lease contains the entire agreement between the Town and the Authority concerning the subject matter hereof, and supersedes all prior agreements, whether written or oral, between such parties as to said subject matter.

Section 12. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed shall be made by United States registered mail, return receipt requested, postage prepaid, at the addresses as the respective parties may from time to time designate in writing.

Section 13. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Master Lease.

Section 14. Execution. This Master Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one and the same Master Lease.

IN WITNESS WHEREOF, the Town and the Authority have caused this Master Lease to be executed by their respective officers thereunto duly authorized all as of the day and year first above written.

TOWN OF MOUNTAIN VILLAGE
HOUSING AUTHORITY, COLORADO,
as lessor

By _____
[]

TOWN OF MOUNTAIN VILLAGE,
COLORADO, as lessee

Laila Benitez, Mayor

ATTEST:

Susan Johnston, Town Clerk

STATE OF COLORADO)
) ss.
SAN MIGUEL COUNTY)

The foregoing instrument was acknowledged before me this ____ day of May, 2023 by
[____], a [____] of the Town of Mountain Village Housing Authority.

WITNESS my hand and official seal.

[SEAL]

Notary Public

My commission expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE LEASED PROPERTY

[TO BE INCLUDED IN FINAL AGREEMENT]

EXHIBIT B

PERMITTED ENCUMBRANCES

[TO BE INCLUDED IN FINAL AGREEMENT]

**TOWN OF MOUNTAIN VILLAGE
ORDINANCE NO. 2023-__**

AN ORDINANCE OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO, AUTHORIZING THE LEASING OF CERTAIN REAL PROPERTY AND THE EXECUTION AND DELIVERY BY THE TOWN OF A MASTER LEASE AGREEMENT, A SITE AND IMPROVEMENT LEASE AGREEMENT, AND A LEASE PURCHASE AGREEMENT, AND OTHER DOCUMENTS INCIDENTAL THERETO ALL FOR THE PURPOSE OF FINANCING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING APPROXIMATELY 35 UNITS OF ADDITIONAL MULTIFAMILY HOUSING IN VILLAGE COURT APARTMENTS; SETTING FORTH CERTAIN PARAMETERS AND RESTRICTIONS WITH RESPECT TO THE FINANCING; AUTHORIZING OFFICIALS OF THE TOWN TO TAKE ALL ACTIONS NECESSARY OR APPROPRIATE TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, the Town of Mountain Village, Colorado (“Town”) is a Colorado home rule municipality organized pursuant to Article XX of the Colorado Constitution and with the authority of the Town of Mountain Village Home Rule Charter (the “Charter”); and

WHEREAS, pursuant to Section 8.5(g) of the Charter, the Town is authorized to enter into long-term annually renewable installment purchase, lease-purchase rental or other leasehold agreements in order to provide necessary land, buildings, equipment and other property for governmental or proprietary purposes; and

WHEREAS, pursuant to such authority, the Town Council of the Town (the “Council”) has determined and hereby determines that it is in the best interests of the Town and its citizens and inhabitants that the Town and the Town of Mountain Village Housing Authority (the “Authority”) enter into a Master Lease Agreement (the “Master Lease”) between the Town and the Authority for the purpose of leasing the Leased Property (as defined in the Master Lease) from the Authority to the Town, all for the purpose of acquiring land to construct and equip approximately 35 additional units of multifamily housing in Village Court Apartments (the “Project”); and

WHEREAS, pursuant to such authority and for the purpose of financing the Project, the Council has determined and hereby determines that it is in the best interests of the Town and its citizens and inhabitants that, subsequent to the execution of the Master Lease, the Town and BOKF, NA d/b/a BOK Financial or one of its affiliates (the “Bank”) enter into a Site and Improvement Lease Agreement (the “Site Lease”) between the Bank and the Town for the purpose of subleasing the Leased Property to the Bank, and concurrently thereof enter into a Lease Purchase Agreement (the “Lease”) for the purpose of subleasing the Leased Property back to the Town, all for the purpose of acquiring, constructing and equipping the Project; and

WHEREAS, the Council has determined that: (i) it is necessary, desirable, appropriate and in the best interests of the Town and its citizens and inhabitants that the Town finance a portion of the cost of acquiring, constructing and equipping of the Project; and (ii) that the Master Lease, the Lease and the Site Lease be entered into for such public purposes; and

WHEREAS, the Base Rentals (as defined in the Lease) and Additional Rentals (as defined in the Lease) payable by the Town under the Lease shall constitute currently budgeted and appropriated expenditures of the Town, and none of the Base Rentals, the Additional Rentals, or any provision of the Lease shall constitute or give rise to a multiple fiscal year financial obligation, general obligation, bonded indebtedness or other indebtedness of the Town nor a mandatory charge or requirement against the Town in any ensuing fiscal year beyond the then current fiscal year, nor shall the Lease directly or indirectly obligate the Town to make any payments beyond those appropriated for the Town's then current fiscal year; and

WHEREAS, with respect to the transactions contemplated by this ordinance, the Town's obligations under the Master Lease, the Lease and the Site Lease do not create any additional obligations on the part of the Town other than as provided for in the Master Lease, the Lease and the Site Lease; and

WHEREAS, there have been presented to the Council and are on file at the Town offices the following: (i) the Master Lease; (ii) the Site Lease; and (iii) the Lease; and

WHEREAS, Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, Colorado Revised Statutes (the "Supplemental Act"), provides that a public entity, including the Town, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE:

Section 1. All actions heretofore taken (not inconsistent with the provisions of this ordinance) by the Council or the officers of the Town, directed toward approval of the Master Lease, the Lease and Site Lease by the Town and consummation of the transactions contemplated by this ordinance, are hereby ratified, approved and confirmed.

Section 2. The Council hereby finds and determines, pursuant to the Constitution and laws of the State, that leasing the Leased Property from the Authority under the terms and provisions set forth in the Master Lease, subleasing the Leased Property to the Bank under the terms and provisions set forth in the Site Lease and subleasing the Leased Property from the Bank under the terms and provisions set forth in the Lease are necessary, convenient and in furtherance of the Town's purposes and are in the best interests of the inhabitants of the Town. The Council hereby authorizes and approves the financing of the Project, the leasing of the Leased Property from the Authority under the terms and provisions of the Master Lease, the subleasing of the Leased Property to the Bank under the terms and

provisions of the Site Lease and the subleasing of the Leased Property from the Bank under the terms and provisions of the Lease.

Section 3. The Master Lease, the Lease and the Site Lease in substantially the forms presented to the Council, with only such changes therein as are not inconsistent herewith, are in all respects authorized, approved and confirmed; provided, however, that the Town may utilize an alternative financing structure including but not limited to certificates of participation if determined to be in the best interest of the Town. The Mayor and the Town Clerk are hereby authorized and directed to execute and deliver the Master Lease, the Lease and the Site Lease, or such other financing documents, in substantially the forms and with substantially the same content as presented to the Council with only such changes therein as are not inconsistent herewith, for and on behalf of the Town.

Section 4. No provision of this ordinance, the Master Lease, the Site Lease nor the Lease, nor any other document or transaction contemplated by this ordinance, shall constitute or give rise to a multiple fiscal year financial obligation, general obligation, bonded indebtedness or other indebtedness of the Town nor a mandatory charge or requirement against the Town in any ensuing fiscal year beyond the then current fiscal year, nor directly or indirectly obligate the Town to make any payments beyond those appropriated for the Town's then current fiscal year; nor shall this ordinance, the Master Lease, the Site Lease, the Lease, or any other document or transaction contemplated by this ordinance, be construed as creating bonded indebtedness of the Town within the meaning of Article VIII of the Charter. The Town shall have no obligation to make any payments with respect to the transactions contemplated by this ordinance except the payment of the Base Rentals and Additional Rentals and certain other payments pursuant to the Lease, which payment obligations may be terminated by the Town in accordance with the provisions of the Lease. No provision of this ordinance, the Master Lease, the Site Lease, the Lease, or any other document or transaction contemplated by this ordinance shall be construed or interpreted as creating an unlawful delegation of governmental powers or as a donation by or a lending of the credit of the Town within the meaning of Sections 1 or 2 of Article XI of the Constitution of the State.

Section 5. The Council hereby finds, determines and declares, pursuant to the Charter and the Constitution and laws of the State, that (i) the lease of the Leased Property by the Town from the Authority under the terms and conditions provided for in the Master Lease, (ii) the sublease of the Leased Property by the Town to the Bank under the terms and conditions provided for in the Site Lease, and (iii) the subleasing of the Leased Property by the Town from the Bank under the terms and conditions provided for in the Lease, are necessary, appropriate and in furtherance of the Town's governmental purposes and are in the best interests of the Town and its citizens and inhabitants. The Council further hereby finds, determines and declares, pursuant to the Charter and the Constitution and laws of the State, that: (i) the Base Rentals payable under the Lease during the Lease Term, as defined and provided in the Lease, represent fair value to the Town of its use of the Leased Property; (ii) the maximum term of the Lease does not exceed the useful life of the Leased Property; and (iii) the Option Price, as defined and provided in the Lease, represents the Town's estimate of a fair purchase price to the Town for the Leased Property at the time of exercise of the prepayment option. The Town

hereby determines that the Base Rentals do not exceed a reasonable amount so as to place the Town under an economic compulsion to renew the Lease or to exercise its option to purchase the Leased Property thereunder. In making such determinations, the Council has given consideration to the estimated current value of the Leased Property, the uses and purposes for which the Leased Property will be employed by the Town, the benefit to the citizens and inhabitants of the Town by reason of the use and occupancy of the Leased Property pursuant to the terms and provisions of the Master Lease, the Lease and the Site Lease and the Town's option to terminate the Site Lease.

Section 6. The Council hereby elects to apply all of the provisions of the Supplemental Act to the Lease and in connection therewith delegates to the Town Manager of the Town the authority to make any determination delegable pursuant to Section 11-57-205(1)(a-i), Colorado Revised Statutes, in relation to the Lease, subject to the following parameters and restrictions: (a) the aggregate principal amount of the Rent payable by the Town pursuant to the Lease shall not exceed \$15,150,000; (b) the Lease Term shall end no later than December 31, 2033; (c) the Lease shall be subject to optional prepayment as set forth therein; (d) the maximum net effective interest rate on the Lease payments shall not exceed 5.00% (excluding any rate increases imposed following an event of default, a determination of taxability or otherwise); and (e) the Site Lease shall end no later than December 31, 2043.

Section 7. The Town hereby approves of actions taken or to be taken by appropriate officers of the Town to make or approve any alterations, changes or additions to the Master Lease, the Site Lease and the Lease, as may be necessary or appropriate to correct errors or omissions therein, to remove ambiguities therefrom, to conform the same to other provisions of said documents or instruments or to this ordinance, or any ordinance or resolution of the Council, or to the provisions of applicable law.

Section 8. The Mayor and other appropriate officers of the Town are hereby authorized to execute and deliver, for and on behalf of the Town, and the Town Clerk is authorized to attest and to place the seal of the Town on, the Master Lease, the Site Lease, the Lease, any and all additional certificates, documents, instruments and other papers (including amendments or modifications of any such documents consistent with this ordinance), and to perform all other acts they may deem necessary or appropriate, in order to implement and carry out the matters authorized or contemplated by this ordinance.

In the absence or disability of the Mayor, the Town Clerk or other Town officer, any agreement, document, certificate or other instrument authorized by this Ordinance, or necessary or appropriate to the transactions contemplated by this Ordinance, may be executed, attested, otherwise signed and delivered by the Mayor Pro Tem, the Town Manager or any deputy or assistant Town Clerk, or any deputy or assistant of such other Town officer, as the case may be.

The Council hereby initially and currently designates Paul Wisor, Town Manager, as an Authorized Officer, as defined and as further provided in the Lease. The designation of Paul Wisor as an Authorized Officer may hereafter be changed by motion of the Council.

Section 9. The Town hereby exercises its power as a home rule municipality, pursuant to Article XX of the Constitution of the State, to supersede any and all laws of the State and which may be in conflict herewith or with any provision of the Master Lease, the Site Lease or the Lease.

Section 10. All bylaws, orders, resolutions or ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 11. If any provision of this ordinance or of any of the documents or instruments authorized or approved hereby, other than the requirement of the Town to pay Base Rentals and Additional Rentals, the requirement of the Authority to provide quiet enjoyment of the Leased Property, the requirement of the Bank to provide quiet enjoyment of the Leased Property and to release the Site Lease and convey the Leased Property to the Town under the conditions set forth in the Site Lease and the Lease, should be held invalid, the invalidity of such provision shall not affect any of the other provisions of this ordinance or of such documents or instruments.

Section 12. This ordinance following first reading shall be published with the full text of the ordinance at least seven (7) days prior to the Council meeting at which it will be considered for a second reading. After introduction and adoption at second reading, the ordinance shall become effective thirty (30) days thereafter.

THIS ORDINANCE WAS INTRODUCED, READ AND APPROVED ON FIRST READING, AND ORDERED PUBLISHED THIS 20TH DAY OF APRIL, 2023.

Laila Benitez, Mayor

ATTEST:

Susan Johnston, Town Clerk

THIS ORDINANCE WAS, FOLLOWING PUBLIC NOTICE, INTRODUCED, READ ON SECOND READING AND PASSED TO BE EFFECTIVE THE 31ST DAY OF MAY, 2023

Laila Benitez, Mayor

ATTEST:

Susan Johnston, Town Clerk

STATE OF COLORADO)
)
 COUNTY OF SAN MIGUEL) SS.
)
 TOWN OF MOUNTAIN VILLAGE)

I, the duly elected, qualified, and acting Town Clerk (the “Town Clerk”) of the Town of Mountain Village, Colorado (the “Town”), do hereby certify that:

(i) The foregoing pages are a true, correct and complete copy of an ordinance (the “Ordinance”) that was introduced, approved on first reading and ordered published by posting in accordance with the Town Charter (the “Charter”) by the Town Council of the Town (the “Council”) at a regular meeting thereof held on April 20, 2023, and was introduced, approved on second and final reading on May 1, 2023, which Ordinance has not been revoked, rescinded, amended or repealed and is in full force and effect on the date hereof.

(ii) The Ordinance was duly moved and seconded, and the Ordinance was approved on first reading, at the meeting of April 20, 2023, by an affirmative vote of a majority of the membership of the entire Council as follows:

<u>Council member</u>	Voting “Yes”	Voting “No”	Absent	Abstaining
Patrick Berry				
Peter Duprey				
Jack Gilbride				
Harvey Mogenson				
Marti Prohaska				
Laila Benitez				
Dan Caton				

(iii) The Ordinance was duly moved and seconded, and the Ordinance was approved on second and final reading, at the meeting of May 1, 2023, by an affirmative vote of a majority of the membership of the entire Council as follows:

<u>Council member</u>	Voting "Yes"	Voting "No"	Absent	Abstaining
Patrick Berry				
Peter Duprey				
Jack Gilbride				
Harvey Mogenson				
Marti Prohaska				
Laila Benitez				
Dan Caton				

(iv) The members of the Council were present at such meetings and voted on the passage of such Ordinance as set forth above.

(v) The Ordinance was authenticated by the signature of the Mayor, sealed with the Town seal, attested by the Town Clerk, and recorded in the minutes of the Council.

(vi) There are no bylaws, rules or regulations of the Council that might prohibit the adoption of the Ordinance.

(vii) Notices of the meetings of April 20, 2023 and May 1, 2023, in the forms attached hereto as Exhibit A were posted in at least three public places within the Town and at the offices of the Town Clerk not less than 7 days prior to such meeting in accordance with the Charter.

WITNESS my hand and the seal of the Town affixed this ____ day of May, 2023.

[S E A L]

Town Clerk

EXHIBIT A

(Attach Notices of Meetings of April 20, 2023 and May 1, 2023)

Site and Improvement Lease Agreement

After recordation, please return to:
Cory Kalanick, Esq.
Sherman & Howard L.L.C.
675 Fifteenth Street, Suite 2300
Denver, Colorado 80203

SITE AND IMPROVEMENT LEASE AGREEMENT

This **SITE AND IMPROVEMENT LEASE AGREEMENT**, dated [____], 2023 (this “Site Lease”), is by and between the **TOWN OF MOUNTAIN VILLAGE, COLORADO**, as lessor (the “Town”), and **BOKF, NA D/B/A BOK FINANCIAL**, as lessee (the “Bank”).

WITNESSETH:

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

WHEREAS, pursuant to Section 8.5(g) of the Charter, the Town is authorized to enter into long-term annually renewable installment purchase, lease-purchase rental or other leasehold agreements in order to provide necessary land, buildings, equipment and other property for governmental or proprietary purposes; and

WHEREAS, pursuant to the terms of a Master Lease Agreement (the “Master Lease”) between the Town and the Town of Mountain Village Housing Authority, Colorado (the “Authority”), the Town leased the property described in Exhibit A attached hereto, together with any improvements located or to be located thereon (the “Leased Property”) from the Authority for the purpose of acquiring, constructing and equipping approximately 35 additional units of multifamily housing in Village Court Apartments (the “Project”); and

WHEREAS, for the purpose of financing the Project, the Town desires to sublease the Leased Property to the Bank pursuant to the terms of this Site Lease, and sublease the Leased Property back from the Bank pursuant to the terms of a Lease Purchase Agreement dated [____], 2023 (the “Lease”), pursuant to the provisions of this Site Lease and the Lease; and

WHEREAS, pursuant to an ordinance duly adopted by the Town Council of the Town on [April 20], 2023, the Council has determined that it is in the best interests of the Town and its residents and taxpayers to: (a) execute and deliver the Master Lease, this Site Lease and the Lease; and (b) pay the costs of executing and delivery of the Master Lease, this Site Lease and the Lease.

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

Section 1. Definitions. Unless the context otherwise requires, capitalized terms used herein shall have the meanings ascribed to them herein and in the Lease.

Section 2. Site Lease and Term. The Town hereby subleases to the Bank and the Bank hereby subleases from the Town, on the terms and conditions hereinafter set forth, the Leased Property described in Exhibit A attached hereto and made a part hereof, subject to Permitted Encumbrances as defined in Exhibit B attached hereto and made a part hereof.

The term of this Site Lease shall commence on the date hereof and shall end on December 1, 2033 (the "Site Lease Termination Date"), unless such term is sooner terminated as hereinafter provided. If prior to the Site Lease Termination Date, (a) all of the Leased Property has been conveyed to the Town pursuant to the Lease as a result of the Town's payment of (i) the related Option Price thereunder, or (ii) all Base Rentals and Additional Rentals as provided in Section 12.03 of the Lease; and (b) the Lease has been discharged, then the term of this Site Lease shall end immediately thereafter.

Section 3. Site Lease Rental. During the Lease Term of the Lease, the Town acknowledges receipt from the Bank as and for rental hereunder, the sum of \$15,150,000 and other good and valuable consideration.

Section 4. Purpose. The Bank shall use the Leased Property solely for the purpose of leasing the Leased Property to the Town pursuant to the Lease and for such purposes as may be incidental thereto; provided, that upon the occurrence of an Event of Nonappropriation or an Event of Default under the Lease, the Town shall vacate the Leased Property in the manner provided in the Lease and the Bank may exercise the remedies provided in the Lease.

Section 5. Leasehold Interest. The Town covenants that it holds a leasehold interest in the Leased Property pursuant to the terms of the Master Lease, subject only to Permitted Encumbrances described in Exhibit B hereto.

Section 6. Assignments and Subleases. Unless an Event of Nonappropriation and an Event of Default under the Lease shall have occurred and except as may otherwise be provided in the Lease, the Bank may not assign its rights under this Site Lease or sublet the Leased Property without the written consent of the Town.

In the event that (a) the Lease is not renewed for any reason; and (b) this Site Lease is not terminated, the Bank may lease the Leased Property or any portion thereof, or sell an assignment of its interest in this Site Lease, pursuant to the terms of the Lease. The Town and the Bank (or any assignee or lessee of the Bank) agree that, except for Permitted Encumbrances (including purchase options under the Lease), neither the Town, the Bank, nor any lessee or assignee of the Bank will sell or mortgage or encumber (except the encumbrance represented by this Site Lease and any sale or assignment of the Bank's interest in this Site Lease) the Leased Property or any portion thereof during the term of this Site Lease.

Section 7. Right of Entry. The Town reserves the right, so long as no Event of Nonappropriation or Event of Default shall have occurred under the Lease, for any of its duly authorized representatives to enter upon the Leased Property at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof.

Section 8. Termination. The Bank agrees, upon the termination of this Site Lease, to quit and surrender the Leased Property and agrees that any permanent improvements and structures existing upon the Leased Property at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the Town.

Notwithstanding the provisions of Section 2 hereof, in the event that the Lease is held invalid or unenforceable as to one or more specific parts of the Leased Property leased hereunder by a final unappealable judgment which has the effect of terminating the entire Lease as to such parts of the Leased Property, such judgment shall also cause the termination of this Site Lease as to such parts of the Leased Property.

Section 9. Quiet Enjoyment and Acknowledgment of Ownership. The Bank at all times during the term of this Site Lease shall peaceably and quietly have, hold and enjoy the Leased Property subject to the provisions of the Lease.

Section 10. Waiver of Personal Liability. The rental payment obligation under Section 3 hereof on the part of the Bank is solely a liability of the Bank, and the Town hereby releases each and every, member, director, employee and officer of the Bank of and from any personal or individual liability under this Site Lease. No member, director, employee or officer of the Bank shall at any time or under any circumstances be individually or personally liable for the rental payment obligation under Section 3 hereof.

Section 11. Taxes; Maintenance; Insurance. During the Lease Term and in accordance with the provisions of the Lease, the Town covenants and agrees to pay any and all assessments of any kind or character and all taxes, including possessory interest taxes, levied or assessed upon the Leased Property, and all maintenance costs and utility charges in connection with the Leased Property. In the event that (a) the Lease is terminated for any reason, (b) this Site Lease is not terminated; and (c) the Bank leases all or any portion of the Leased Property or sells an assignment of its interest in the Site Lease, the Bank, or any lessee or assignee of the Bank shall pay or cause to be paid when due, solely from the proceeds of such leasing or sale, if any, all taxes and assessments imposed thereon and maintain the Leased Property in good condition.

The provisions of the Lease shall govern with respect to the maintenance of insurance hereunder during the Lease Term of the Lease. In the event that (a) the Lease is not renewed for any reason; (b) this Site Lease is not terminated; and (c) the Bank leases all or any portion of the Leased Property or sells an assignment of its interest in the Leased Property, the Bank, or any lessee or assignee of the Leased Property shall obtain and keep in force, solely from the proceeds of such leasing or sale and not otherwise, comprehensive general public liability insurance against claims for personal injury, death or damage to property of others occurring on or in the Leased Property in an amount not less than \$1,000,000. All such insurance shall name the Bank, any lessee or assignee and the Town as insured.

For the avoidance of doubt, the Bank and any lessee or assignee of the Bank shall have no affirmative obligation to pay any amounts described in this Section 11 except from monies received from the Town or received from the proceeds of any lease of the Leased Property or sale of the Bank's leasehold interest in the Leased Property.

Section 12. Damage, Destruction or Condemnation. The provisions of the Lease shall govern with respect to any damage, destruction or condemnation of the Leased Property during the Lease Term of the Lease. In the event that (a) the Lease is not renewed for any reason; and (b) this Site Lease is not terminated, and either (i) the Leased Property or any portion thereof is damaged or destroyed, in whole or in part, by casualty; or (ii) title to or use of the Leased Property or any part thereof shall be taken under the exercise of the power of eminent domain, the Town, the Bank and any lessee or assignee of the Bank shall cause the Net Proceeds of any insurance claim or condemnation award to be applied in accordance with the provisions of Article X of the Lease.

Section 13. Waiver of Jury Trial. The Town and Bank hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Site Lease or the actions of the Town or the Bank in the negotiation, administration, performance or enforcement hereof.

Section 14. Partial Invalidity; Integration. If any one or more of the terms, provisions, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law. This Site Lease contains the entire agreement between the Town and the Bank concerning the subject matter hereof, and supersedes all prior agreements, whether written or oral, between such parties as to said subject matter.

Section 15. Notices. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed shall be made by United States registered mail, return receipt requested, postage prepaid, at the addresses indicated in the Lease, or to such other addresses as the respective parties may from time to time designate in writing.

Section 16. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

Section 17. Execution. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one and the same Site Lease.

Section 18. No Merger. The Bank and the Town intend that the respective interests created by the Master Lease, this Site Lease and the Lease shall be separate and distinct and the Lease, this Site Lease and the Master Lease shall not be deemed merged in any respect or for any purpose.

IN WITNESS WHEREOF, the Town and the Bank have caused this Site Lease to be executed by their respective officers thereunto duly authorized all as of the day and year first above written.

TOWN OF MOUNTAIN VILLAGE,
COLORADO, as lessor

Laila Benitez, Mayor

ATTEST:

Susan Johnston, Town Clerk

BOKF, NA D/B/A BOK FINANCIAL, as lessee

By _____
Chris Haney, Senior Vice President

STATE OF COLORADO)
) ss.
CITY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of May, 2023 by Chris Haney, a Senior Vice President of BOKF, NA D/B/A BOK FINANCIAL.

WITNESS my hand and official seal.

[SEAL]

Notary Public

My commission expires:

EXHIBIT A

LEGAL DESCRIPTION OF THE LEASED PROPERTY

[TO BE INCLUDED IN FINAL AGREEMENT]

EXHIBIT B

PERMITTED ENCUMBRANCES

[TO BE INCLUDED IN FINAL AGREEMENT]

Lease Purchase Agreement

After recordation, please return to:
Cory Kalanick, Esq.
Sherman & Howard L.L.C.
675 Fifteenth Street, Suite 2300
Denver, Colorado 80203

LEASE PURCHASE AGREEMENT

by and between

BOKF, NA D/B/A BOK FINANCIAL
as Lessor

and

TOWN OF MOUNTAIN VILLAGE, COLORADO,
as Lessee

[_____], 2023

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This **LEASE PURCHASE AGREEMENT** (this “Lease”), dated [____], 2023, is by and between **BOKF, NA D/B/A BOK FINANCIAL** (the “Bank”), and the **TOWN OF MOUNTAIN VILLAGE, COLORADO** (the “Town”), as lessee.

W I T N E S S E T H :

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

WHEREAS, pursuant to Section 8.5(g) of the Charter, the Town is authorized to enter into long-term annually renewable installment purchase, lease-purchase rental or other leasehold agreements in order to provide necessary land, buildings, equipment and other property for governmental or proprietary purposes; and

WHEREAS, pursuant to the terms of a Master Lease Agreement (the “Master Lease”) between the Town and the Town of Mountain Village Housing Authority, Colorado (the “Authority”), the Town leased the property described in Exhibit A attached hereto, together with any improvements located or to be located thereon (the “Leased Property”), from the Authority for the purpose of acquiring, constructing and equipping approximately 35 units of additional multifamily housing in Village Court Apartments (the “Project”) thereon; and

WHEREAS, for the purpose of financing the Project, the Town desires to sublease the Leased Property to the Bank pursuant to the terms of a Site and Improvement Lease Agreement dated [____], 2023 (the “Site Lease”), and sublease the Leased Property back from the Bank pursuant to the terms hereof; and

WHEREAS, pursuant to an ordinance duly adopted by the Town Council of the Town (the “Council”) on [April 20], 2023, the Council has determined that it is in the best interests of the Town and its residents and taxpayers to: (a) execute and deliver the Master Lease, the Site Lease and this Lease; and (b) pay the costs of executing and delivery the Master Lease, the Site Lease and this Lease; and

WHEREAS, the Town’s obligation under this Lease to pay Base Rentals and Additional Rentals (both as defined herein) shall be from year to year only, shall constitute currently budgeted expenditures of the Town, shall not constitute a mandatory charge or requirement in any ensuing budget year, and shall not constitute a general obligation or other indebtedness or multiple fiscal year financial obligation of the Town within the meaning of any constitutional or statutory limitation or requirement concerning the creation of indebtedness or multiple fiscal year financial obligations, nor a mandatory payment obligation of the Town in any ensuing fiscal year beyond any fiscal year during which this Lease shall be in effect.

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

ARTICLE I

DEFINITIONS

Section 1.01. Terms Defined in Preamble and Recitals. The following terms shall have the meanings set forth in the preamble and recitals hereto:

Authority	Leased Property
Bank	Master Lease
Council	Site Lease
Charter	Town
Lease	

Section 1.02. Additional Definitions. The following additional terms shall have the meanings specified below:

“Additional Rentals” means the cost of all (a) reasonable expenses and fees of the Bank related to the performance of the provisions of this Lease or otherwise incurred at the request of the Town; (b) taxes, insurance premiums, utility charges, maintenance, upkeep, repair, improvements and replacements in respect of the Leased Property; and (c) all other charges and costs (together with all interest and penalties that may accrue thereon in the event that the Town shall fail to pay the same, as specifically set forth herein) which the Town assumes or agrees to pay as Additional Rentals hereunder with respect to the Leased Property, including, without limitation, amounts payable pursuant to the provision included in the last paragraph of the definition of “Determination of Taxability.” Additional Rentals do not include Base Rentals.

“Annual Compliance Certificate” means the Annual Compliance Certificate attached hereto as Exhibit D.

“Authorized Officer” means (a) in the case of the Bank, the President, Vice President, any Assistant Vice President, Secretary-Treasurer, or Assistant Secretary and when used with reference to any act or document also means any other person authorized by resolution of the Bank to perform such act or execute such documents; and (b) in the case of the Town, means any person authorized by an ordinance adopted by the Council to perform any act or execute any document hereunder.

“Base Rentals” means the payments payable by the Town during the Lease Term pursuant to Section 6.01 hereof, as set forth in Exhibit B, which constitute the payments payable by the Town for and in consideration of the right to use the Leased Property during the Lease Term.

“Base Rental Payment Dates” means the 1st day of June and December in each Fiscal Year during the term of this Lease, commencing December 1, 2023.

“Bond Counsel” means Sherman & Howard L.L.C. or any other counsel experienced in matters of municipal law, satisfactory to the Town and the Bank, and listed in the “Red Book” listing of municipal bond attorneys published semiannually by *The Bond Buyer* or any successor publication.

“Code” means the Internal Revenue Code of 1986, as amended and the Treasury regulations promulgated thereunder.

[“Construction Account” means a special fund of the Town designated as the “Town of Mountain Village, Village Court Apartments Lease Agreement Construction Account”, established by the provisions hereof for the purpose of paying the Project Costs.]

“Counsel” means an attorney at law or law firm (who may be counsel for the Bank or the Town) who is not unsatisfactory to the Bank.

“Custodian” means BOKF Financial Corporate Trust.

“Default Rate” means the Interest Rate plus 3.00%.

“Determination of Taxability” means and shall be deemed to have occurred on the first to occur of the following:

(a) on the date when the Bank files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(b) on the date when the Town shall be advised in writing by the Commissioner or any Town Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the Town, or upon any review or audit of the Town or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(c) on the date when the Town shall receive notice from the Bank, or any assignee or sublessee of the Bank with respect to the Leased Property, that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of the Bank, or any assignee or sublessee of the Bank with respect to the Leased Property, the Interest Component due to the occurrence of an Event of Taxability; *provided*, however, no Determination of Taxability shall occur under subparagraph (b) or (c) hereunder unless the Town has been afforded the opportunity, at its expense, to contest any such assessment, which contest must commence within 60 days of an Event of Taxability, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; provided further, however, and irrespective of the forgoing contest rights, upon demand from the Bank, or any assignee or sublessee of the Bank with respect to the Leased Property, the Town shall promptly reimburse, but solely from Additional Rental payments made by the Town, Bank, or any assignee or sublessee of the Bank with respect to the Leased Property, for any payments, including any taxes, interest, penalties or other charges, the Bank, or any assignee or sublessee of the Bank with respect to the Leased Property, shall be obligated to make as a result of the Determination of Taxability.

“Environmental Laws” means all federal, state and local laws, statutes, regulations, ordinances and other provisions having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations and all common law relating to public health

and safety, worker health and safety, pollution, the environment, wetlands, the preservation and reclamation of natural resources or waste management, including without limitation all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or cleanup of any hazardous materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, solvents, urea formaldehyde, dioxins, polychlorinated biphenyls, noise or radiation, each as amended and as now or hereafter in effect. The term Environmental Law shall include (by way of illustration rather than limitation) the Clean Water Act, 33 U.S.C. Section 1251, et seq., the Clean Air Act, 42 U.S.C. Section 7401, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 135, et seq., and the Hazardous Materials Transportation Act, 39 U.S.C. Section 1801, et seq. and any regulations, guidelines, directives or other interpretations of any such enactment, all as amended from time to time.

“*Event of Default*” means one or more events of default as defined in Section 14.01 hereof.

“*Event of Nonappropriation*” means a failure to appropriate, or a decision by the Council not to appropriate, funds for Base Rentals or Additional Rentals in the current or ensuing Fiscal Year, as applicable, as described in Section 6.01(a) and (f) hereof, as applicable.

“*Event of Taxability*” means a (i) change in law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the Town, or the failure to take any action by the Town, or the making by the Town of any misrepresentation herein or in any certificate required to be given in connection with the execution and delivery of this Lease) which has the effect of causing the Interest Component to become includable, in whole or in part, in the gross income of the Bank, or any assignee or sublessee of the Bank with respect to the Leased Property, for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing the Interest Component to become includable, in whole or in part, in the gross income of the Bank, or any assignee or sublessee of the Bank with respect to the Leased Property.

“*Federal Securities*” means bills, certificates of indebtedness, notes or bonds which are direct obligations of, or the principal and interest of which obligations are unconditionally guaranteed by, the United States of America.

“*Fiscal Year*” means the fiscal year of the Town.

“*Hazardous Materials*” means any hazardous, dangerous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance the manufacture, storage, transport, generation, use, treatment, exposure to, release, threatened release, discharge, remediation, cleanup, abatement, removal, possession, recycling, disposal or other disposition of

which is prohibited or regulated (including without limitation, being subjected to notice, reporting, record keeping, or clean-up requirements) by any Environmental Law.

“*Independent Accountant*” means any certified public accountant, or any firm of such accountants, duly licensed to practice and practicing as such under the laws of the State, appointed and paid by the Town, who (a) is, in fact, independent and not under the domination of the Town or the Council; (b) does not have any substantial interest, direct or indirect, in any of the affairs of the Town (including as a citizen of the Town); and (c) is not connected with the Town as a member, officer or employee of the Town, but who may be regularly retained to make annual or similar audits of any books or records of the Town.

“*Initial Term*” means the period commencing on [____], 2023, and ending on December 31, 2023.

“*Interest Component*” means the dollar amount calculated by applying the Interest Rate to the Lease Balance.

“*Interest Rate*” means a fixed interest rate equal to [__]% per annum.

“*Lease Balance*” means the amount equal to \$15,150,000 less the aggregate amount of the principal portion of Base Rentals paid or prepaid by the Town pursuant to this Lease, which amount is set forth in Exhibit B hereto in the column titled “Principal.”

“*Lease Effective Date*” means [____], 2023.

“*Lease Remedy*” or “*Lease Remedies*” means any or all remedial steps provided in Section 14.02 hereof whenever an Event of Default or an Event of Nonappropriation hereunder has happened and is continuing.

“*Lease Term*” means the term of this Lease as provided in Sections 4.01 and 4.02 hereof.

“*Leased Property*” means, collectively, the real property described in Exhibit A attached hereto and the facilities, improvements, fixtures, equipment, furnishings and support facilities located thereon.

“*Master Lease*” means the Master Lease Agreement dated [____], 2023, by and between the Town and the Authority, with respect to the Leased Property.

“*Maturity Date*” means December 1, 2033.

“*Net Proceeds*” when used with respect to any performance or payment bond proceeds, or proceeds of insurance, including self-insurance, required by this Lease, or proceeds from any condemnation award, or any proceeds resulting from default or breaches of warranty under any contract relating to the Leased Property or proceeds from any Lease Remedy means the amount remaining after deducting from such proceeds (a) all expenses (including, without limitation, attorneys’ fees and costs) incurred in the collection of such proceeds or award; and (b) all other fees, expenses and payments due to the Town or the Bank.

“*Option Price*” means the Lease Balance plus any accrued interest thereon, which is payable on any date, at the option of the Town, for the purpose of terminating this Lease and purchasing the Leased Property pursuant to Article XII hereof, which amount shall be in addition to (a) any other amount for recording costs or other incidentals reasonably necessary to discharge the Town’s obligations under this Lease; (b) all Additional Rentals; and (c) all other amounts, if any, due hereunder.

“*Permitted Encumbrances*” means, as of any particular time: (a) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pending contest pursuant to the provisions of Article VIII and Article IX hereof; (b) the Master Lease, the Site Lease and this Lease; (c) utility, access and other easements and rights of way, restrictions and exceptions which an Authorized Officer of the Town certifies will not interfere with or impair the Town’s use of the Leased Property, including rights or privileges in the nature of easements as provided in Section 9.05 hereof; (d) any financing statements filed to perfect security interests pursuant to this Lease; and (e) the encumbrances set forth in Exhibit C attached hereto.

“*Project*” means the constructing and equipping of a public works facility on the real property described in Exhibit A attached hereto. The Project, as constructed and equipped over time, constitutes a portion of the Leased Property.

[“*Project Costs*” means the Town’s costs properly attributable to the Project or any part thereof, including without limitation:

- (a) the costs of labor and materials, of machinery, furnishings, and equipment, and of the restoration of property damaged or destroyed in connection with construction work;
- (b) the costs of insurance premiums, indemnity and fidelity bonds, financing charges, bank fees, taxes, or other municipal or governmental charges lawfully levied or assessed;
- (c) administrative and general overhead costs;
- (d) the costs of surveys, appraisals, plans, designs, specifications, and estimates;
- (e) the costs, fees, and expenses of printers, engineers, architects, construction management, financial consultants, accountants, legal advisors, or other agents or employees;
- (f) the costs of publishing, reproducing, posting, mailing, or recording documents;
- (g) the costs of contingencies or reserves; and
- (h) the costs of demolition, removal, and relocation.]

“*Renewal Term*” means the twelve-month period, commencing on January 1 of each year and ending on December 31 of the same year, for which the Town renews the Lease Term.

“*Site Lease*” means the Site and Improvement Lease Agreement dated [____], 2023, by and between the Town and the Bank, with respect to the Leased Property.

“*State*” means the State of Colorado.

“*Taxable Date*” means the date on which the component of the Base Rentals payable hereunder becomes includable, in whole or in part, in the gross income of the Bank, or any assignee or sublessee of the Bank with respect to the Leased Property, as a result of an Event of Taxability as such date is determined pursuant to the definition of Determination of Taxability.

“*Taxable Interest Rate*” means, with respect to any Interest Component (including payments made prior to the Event of Taxability), the rate necessary to calculate a total payment in an amount sufficient such that the sum of the Interest Component plus an additional payment would, after being reduced by the federal tax (including interest and penalties) actually payable thereon, equal the amount of the Interest Component, such that the Bank would be made whole as if all Interest Component of the Base Rentals from the commencement of this Lease until it matures or is prepaid in full had been made at the rates as originally provided in Exhibit B, as adjusted.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.01. Representations, Covenants and Warranties of the Town. The Town represents, covenants and warrants as follows:

(a) The Town is a home rule municipality duly organized and existing under Article XX of the Constitution of the State of Colorado and the Charter. The Town is authorized to enter into the transactions contemplated by this Lease and to carry out its obligations under this Lease, subject to all applicable statutory requirements. The Town has duly authorized and approved the execution and delivery of this Lease and all other documents necessary to be executed in connection with the execution of the Lease.

(b) The Leased Property will at all times be used in connection with the Town’s governmental and proprietary purposes and functions (except to the extent that subleasing of the Leased Property by the Town is permitted by Section 13.01 hereof), and no portion of the Leased Property will be used directly or indirectly in any trade or business carried on by any person other than a governmental unit of the State.

(c) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions of this Lease, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Town is now a party or by which the Town or its property is bound, or violates any statute, regulation, rule, order of any court having jurisdiction, judgment or administrative order applicable to the Town, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien or encumbrance whatsoever upon any of the property or assets of the Town, except for Permitted Encumbrances.

(d) There is no litigation or proceeding pending or threatened against the Town or any other person affecting the right of the Town to execute this Lease or the ability of the Town to make the annual appropriations for payments required hereunder or to otherwise comply with the obligations contained herein.

(e) The officers of the Town executing this Lease and any related documents have been duly authorized to execute and deliver this Lease and such related documents under the terms and provisions of an ordinance duly adopted by the Council.

(f) This Lease is a legal, valid and binding obligation of the Town, enforceable in accordance with its terms, except to the extent limited by bankruptcy, reorganization, express provisions of the statutes of the State, or other laws of general application relating to or affecting the enforcement of creditors' rights.

(g) This Lease will be secured by the payment of Base Rentals and Additional Rentals.

(h) The Town will, at closing, transfer a leasehold interest in the Leased Property to the Bank pursuant to the Site Lease.

(i) The Town shall submit to the Bank its annual audited financial statements on the earlier of two (2) weeks following completion of its audit or two hundred seventy (270) days after the end of its Fiscal Year.

(j) The Town shall submit to the Bank its annual budget which shall include a line item for planned appropriation of funds to pay the Base Rentals at least 30 days prior to its Fiscal Year end.

(k) Simultaneously with the delivery of the audited financial statements referred to in subsection (i) of this Section, an Annual Compliance Certificate signed by an Authorized Officer of the Town in substantially the form attached hereto as Exhibit D: (i) stating that such officer has made a review of activities during the preceding period for the purpose of determining whether the Town has complied with all of the terms, provisions and conditions of this Lease and (ii) attesting that, to the best of his/her knowledge, the Town has kept, observed, performed and fulfilled each and every such covenant, provision and condition on its part to be performed and no Event of Default has occurred, or if an Event of Default has occurred such certificate shall specify such event or condition, the nature and status thereof and any remedial steps taken or proposed to correct such event or condition.

(l) The Town shall promptly provide to the Bank any other financial information reasonably requested by the Bank.

Section 2.02. Representations, Covenants and Warranties of the Bank. The Bank represents, covenants and warrants as follows:

(a) The Bank has all necessary power to enter into the transactions contemplated by this Lease and to carry out its obligations under this Lease, and the Bank has duly approved the execution and delivery of this Lease.

(b) Except as specifically provided in this Lease, the Bank will not pledge or assign its right, title and interest in and to this Lease (and the Base Rentals due hereunder) or any of its other rights under this Lease or assign, pledge, mortgage, encumber or grant a security interest in its right, title and interest in, to and under this Lease or the Leased Property, except for Permitted Encumbrances. The foregoing shall not prevent the Bank from participating, on a nonrecourse basis, all or a portion of its interest in this Lease to another bank or banks.

(c) Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof and thereof, nor the consummation of the transactions contemplated hereby or thereby conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Bank is now a party or by which the Bank is bound, or constitutes a default under any of the foregoing.

(d) Except as specifically provided in this Lease, the Bank will not assign its duties and obligations under this Lease to any other person, firm or corporation in such a manner as would impair or violate the representations, covenants and warranties contained in this Section 2.02.

(e) There is no litigation or proceeding pending or threatened against the Bank affecting the right of the Bank to execute this Lease and to perform its obligations hereunder.

(f) The Bank acknowledges and agrees that the Base Rentals and Additional Rentals hereunder shall constitute currently budgeted and appropriated expenditures of the Town and may be paid from any legally available funds. The Town's obligations under this Lease shall be from year to year only (as further provided in Article VI hereof), and shall not constitute a mandatory charge or requirement in any ensuing Fiscal Year beyond the then current Fiscal Year.

ARTICLE III

LEASE OF LEASED PROPERTY

The Bank demises and leases the Leased Property to the Town, and the Town leases the Leased Property from the Bank, in accordance with the provisions of this Lease, subject only to Permitted Encumbrances, to have and to hold for the Lease Term.

ARTICLE IV

LEASE TERM

Section 4.01. Duration of Lease Term. The Lease Term shall commence as of the date hereof. The Initial Term shall terminate on December 31, 2023. This Lease may be renewed, solely at the option of the Town, provided, however, that the Lease Term shall terminate no later than December 31, 2033, except that the Renewal Term beginning on January 1, 2033 shall terminate upon the Town's payment of the final Base Rental payment as set forth in Exhibit B. The Lease Term does not exceed the weighted average useful life or the estimated term of usefulness of the Leased Property.

Section 4.02. Expiration of Lease Term. The Lease Term shall expire (a) upon the termination of the Bank's leasehold interest upon payment of the Option Price or all Base Rentals and Additional Rentals as provided in Section 12.03 hereof and all other amounts, if any, due hereunder; or (b) at the option of the Bank, on December 31 of any year in which an Event of Nonappropriation occurs.

ARTICLE V

ENJOYMENT OF LEASED PROPERTY

Except as expressly required or as otherwise permitted by this Lease, the Bank will allow the Town to peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble, or hindrance from the Bank during the Lease Term. The Bank shall, at the request of the Town and at the cost of the Town, join and cooperate fully in any legal action in which the Town asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Property. In addition, the Town may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Property and shall be joined in any action affecting its liabilities hereunder.

The provisions of this Article V shall be subject to the Bank's right to inspect the Leased Property. The Town also hereby consents to the inspection by the Bank of all books, accounts and records maintained by the Town with respect to the Leased Property and this Lease.

ARTICLE VI

PAYMENTS BY THE TOWN

Section 6.01. Base Rentals and Additional Rentals; Annual Appropriation.

(a) The Town shall pay all Base Rentals directly to the Bank, on the Base Rental Payment Dates and in amounts as set forth in Exhibit B attached hereto and made a part hereof. Notwithstanding any provisions to the contrary contained herein, neither the Bank nor any subsequent successor shall be required to present the Lease to the Town to receive payment of any Base Rentals due hereunder.

(b) Notwithstanding subsection (a) of this Section 6.01, upon the occurrence of a Determination of Taxability, the Lease Balance shall bear interest at the Taxable Interest Rate from the Taxable Date and the Bank shall supply a revised Exhibit B to the Town to account for the Interest Component at the Taxable Interest Rate from the Taxable Date. Within 60 days of any Determination of Taxability, the Town shall appropriate any additional amount needed to pay additional interest due within the current Fiscal Year as a result of such Determination of Taxability, and such amounts shall be deemed an Additional Rental due hereunder. Additionally, to the extent there is a difference owed between (i) any interest paid on the Lease Balance by the Town on any Base Rentals Payment Date occurring on and after the Taxable Date and (ii) the interest that would have otherwise been owed by the Town on such Base Rentals Payment Date if interest had accrued at the Taxable Interest Rate, the Town shall pay such additional interest to the Bank as an Additional Rental hereunder within 60 days' of receipt of notice from the Bank detailing the same. Any failure of the Town to appropriate monies to pay the Additional Rentals due under this subsection (b) within the timeframes required by this subsection (b) shall constitute an Event of Nonappropriation hereunder. Notwithstanding the forgoing, and for the avoidance of doubt, nothing in this subsection (b) shall obligate the Town to appropriate monies for any ensuing Fiscal Year. Appropriations for any ensuing Fiscal Year are expressly subject to the terms and provisions of subsection (h) of this Section 6.01.

(c) [TBD] Notwithstanding subsection (a) of this Section 6.01, upon the occurrence and continuation of an Event of Default, the Lease Balance shall bear interest at the Default Rate from the date such Event of Default occurred and the Bank shall supply a revised Exhibit B to the Town to account for the Interest Component at the Default Rate from the date such Event of Default occurred. Within 60 days of any Event of Default, the Town shall appropriate any additional amount needed to pay additional interest due within the current Fiscal Year as a result of such Event of Default, and such amounts shall be deemed an Additional Rental due hereunder. Additionally, to the extent there is a difference owed between (i) any interest paid on the Lease Balance by the Town on any Base Rentals Payment Date occurring on and after the date such Event of Default occurred and (ii) the interest that would have otherwise been owed by the Town on such Base Rentals Payment Date if interest had accrued at the Default Rate, the Town shall pay such additional interest to the Bank as an Additional Rental hereunder within 60 days' of receipt of notice from the Bank detailing the same. Any failure of the Town to appropriate monies to pay the Additional Rentals due under this subsection (b) within the timeframes required by this subsection (b) shall constitute an Event of Nonappropriation hereunder. Notwithstanding the forgoing, and for the avoidance of doubt, nothing in this subsection (b) shall obligate the Town to appropriate monies for any ensuing Fiscal Year. Appropriations for any ensuing Fiscal Year are expressly subject to the terms and provisions of subsection (h) of this Section 6.01.

(d) The Town may pay the then applicable Option Price to the Bank for the purpose of terminating this Lease in whole and terminate the Bank's leasehold interest in the Leased Property, on and after the described in Article XII hereof. The Town shall give the Bank notice of its intention to exercise its option not less than 30 days in advance of the date of exercise.

(e) The Town shall pay Additional Rentals during the Lease Term as herein provided. All Additional Rentals shall be paid by the Town on a timely basis directly to the person or entity to which such Additional Rentals are owed.

(f) The Base Rentals, Additional Rentals and the other amounts, if any, due hereunder shall be payable from and limited to legally available funds or revenues of the Town.

(g) It is the intention of the parties to this Lease that this Lease is subject to annual appropriation by the Council. This Lease (and the Base Rentals due hereunder) do not constitute a debt or indebtedness or multiple-fiscal year debt or other financial obligation of the Town within the meaning of any constitutional or statutory provision or limitation, and shall not be considered or held to be general obligations of the Town.

(h) Not later than November 15 in each year, the Town's Town Manager, or other official charged with responsibility for preparation of the budget, shall include or cause to be included in the Town's proposed budget for the ensuing Fiscal Year, for consideration by the Council, the amount of Base Rentals and Additional Rentals estimated to become due hereunder in such ensuing Fiscal Year. The Council shall determine in its absolute discretion whether such items shall be included in the final budget as adopted. In the event that the Council has either (i) not adopted a proposed budget for the ensuing Fiscal Year which includes such items by December 15 of the then current year; or (ii) notifies the Bank in writing of its intent not to appropriate for Base Rentals or Additional Rentals in the ensuing Fiscal Year, an Event of Nonappropriation shall be deemed to have occurred. If an Event of Nonappropriation occurs, the Town shall not be obligated to make payment of Base Rentals or Additional Rentals for the ensuing Fiscal Year or thereafter; provided that the Town shall continue to be liable for Base Rentals and Additional Rentals allocable to any period during which the Town continues to occupy, use or retain possession of the Leased Property. The Town shall in all events promptly notify the Bank of the Event of Nonappropriation and promptly vacate and surrender possession of the Leased Property, but not later than February 1 of the Fiscal Year as to which an Event of Nonappropriation has occurred.

Section 6.02. Interest Component. A portion of the Base Rentals paid by the Town on each Base Rental Payment Date is the Interest Component.

Section 6.03. Manner of Payment. The Base Rentals and, if paid, the Option Price, shall be paid or prepaid by the Town by certified funds or other method of payment acceptable to the Bank in lawful money of the United States of America to the Bank at its principal office located at [1600 N Broadway, Denver, CO 80202], unless otherwise directed in writing by the Bank.

The obligation of the Town to pay the Base Rentals and Additional Rentals during the Lease Term shall be absolute and unconditional, payable from all legally available sources, and payment of the Base Rentals and Additional Rentals shall not be abated through accident or unforeseen circumstances, or by the Bank under this Lease, or under any other agreement between the Town and the Bank, or for any other reason, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Leased Property, commercial frustration

of purpose, or failure of the Bank to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Lease, it being the intention of the parties that the payments required by this Lease will be paid in full when due without any delay or diminution whatsoever, subject only to the special and limited nature of the Town's obligation to make payments hereunder and the right of the Council to decline to appropriate funds as set forth in Section 6.01 above, and further subject to the Town's rights under Sections 8.02 and 9.03 hereof. Notwithstanding any dispute between the Town and the Bank, the Town shall, during the Lease Term, make all payments of Base Rentals and Additional Rentals when due and shall not withhold any Base Rentals or Additional Rentals pending final resolution of such dispute (except to the extent permitted by Sections 8.02 and 9.03 hereof with respect to certain Additional Rentals), nor shall the Town assert any right of setoff or counterclaim against its obligation to make such payments required hereunder. No action or inaction on the part of the Bank shall affect the Town's obligation to pay all Base Rentals and Additional Rentals (except to the extent provided by Sections 8.02 and 9.03 hereof with respect to certain Additional Rentals), during the Lease Term.

Section 6.04. Budget and Appropriation of Sums. No provisions of any constitution, charter, statute, ordinance, resolution, or other order or measure enacted after the execution and delivery of this Lease shall in any manner be construed as limiting or impairing the obligation of the Town to keep and perform the covenants contained in this Lease so long as Base Rentals or Additional Rentals which have been budgeted and appropriated for remain outstanding and unpaid.

ARTICLE VII

PAYMENT OF PURCHASE PRICE OF LEASED PROPERTY

Section 7.01. Construction Account. [The Construction Account is hereby created and established, which shall be established with the Custodian and maintained by the Custodian in accordance with the provisions of this Lease.

On the Lease Effective Date, an amount of proceeds equal to \$15,150,000 will be transferred to the Construction Account for use in constructing and equipping the Project. So long as no Event of Default shall have occurred and be continuing, amounts in the Construction Account shall be released by the Custodian to the Town in accordance with requisitions submitted to the Trustee in substantially the form set forth in Exhibit E hereto, signed by the Town Manager, and certifying that all amounts drawn will be applied to the payment of the Project Costs. The Custodian may rely conclusively on any such requisition and shall not be required to make any independent investigation in connection therewith. The execution of any requisition by the Town Manager shall constitute, unto the Custodian, an irrevocable determination that all conditions precedent to the payments requested have been completed. Upon the receipt by the Custodian of a certification from the Town Manager determining that all Project Costs have been paid, any balance remaining in the Construction Account shall be credited to the Town. The Construction Account shall terminate at such time as no further moneys remain therein.]

Section 7.02. Costs of Issuance. On the Lease Effective Date, an amount of proceeds equal to \$[] will be used to pay the costs of issuance in connection with execution of this

Lease. The proceeds for the costs of issuance shall be disbursed in accordance with the instructions included in a closing memorandum to be dated the Lease Effective Date.

ARTICLE VIII

THE LEASED PROPERTY; LIMITATIONS ON ENCUMBRANCES

Section 8.01. The Leased Property. Pursuant to the Site Lease, the Bank shall have a leasehold interest in the Leased Property and any and all additions and modifications thereto and replacements thereof.

Section 8.02. No Encumbrance, Mortgage or Pledge of Leased Property. The Town shall not permit any mechanic's or other lien to remain against the Leased Property; provided that, if the Town shall first notify the Bank of the intention of the Town to do so, the Town may in good faith contest any mechanic's or other lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom so long as the Town provides the Bank with an opinion of Counsel stating that by nonpayment of any such items the Bank title to or lien on the Leased Property will not be materially endangered, or the Leased Property or any part thereof will not be subject to loss or forfeiture, in which event the Town shall promptly pay and cause to be satisfied and discharged all such unpaid items (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such items). The Bank will cooperate fully with the Town in any such contest, upon the request and at the expense of the Town. Except as may be permitted by this Lease, neither the Bank nor the Town shall directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, except Permitted Encumbrances. The Town and the Bank shall promptly, at their own respective expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which each shall respectively have created, incurred, or suffered to exist.

ARTICLE IX

MAINTENANCE; TAXES; INSURANCE AND OTHER CHARGES

Section 9.01. Maintenance of the Leased Property by the Town. The Town agrees that at all times during the Lease Term the Town will maintain, preserve and keep the Leased Property or cause the Leased Property to be maintained, preserved and kept, in good repair, working order and condition, and that the Town will from time to time make or cause to be made all necessary and proper repairs, except as otherwise provided in Section 10.03 of this Lease. The Bank shall not have any responsibility for such maintenance or repairs or for the making of any additions, modifications or replacements to the Leased Property.

Section 9.02. Modification of the Leased Property; Installation of Furnishings and Machinery of the Town. The Town shall have the privilege of making substitutions, additions, modifications and improvements to any portion of the Leased Property, at its own cost and expense; and the same shall be subject to this Lease, and shall be included under the terms of this Lease; provided, however, that such substitutions, additions, modifications and improvements

shall not in any way damage the Leased Property or cause the Leased Property to be used for purposes other than lawful governmental or proprietary functions of the Town (except to the extent of subleasing permitted under Section 13.02 hereof); and provided that the Leased Property, as improved or altered, upon completion of such substitutions, additions, modifications and improvements, shall be of a value not less than the value of the Leased Property immediately prior to such making of substitutions, additions, modifications and improvements.

The Town may also, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on any Leased Property. All such machinery, equipment and other tangible property shall remain the sole property of the Town in which the Bank shall not have any interests; provided, however, that any such machinery, equipment and other tangible property which becomes permanently affixed to any Leased Property shall be subject to this Lease, and shall be included under the terms of this Lease, in the event the Bank shall reasonably determine that such Leased Property would be materially damaged or impaired by the removal of such machinery, equipment or other tangible property.

Section 9.03. Taxes, Other Governmental Charges and Utility Charges. In the event that the Leased Property or any portion thereof shall, for any reason, be deemed subject to taxation, assessments or charges lawfully made by any governmental body, the Town shall pay the amount of all such taxes, assessments and governmental charges then due, as Additional Rentals. In the event that the Bank has exercised any remedy upon an Event of Default or an Event of Nonappropriation, the Town agrees that it shall treat the Leased Property as property owned by the Town for the purposes of Town taxation, assessments or other governmental charges. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Town shall be obligated to provide for Additional Rentals only for such installments as are required to be paid during the upcoming Fiscal Year. Except for Permitted Encumbrances, the Town shall not allow any liens for taxes, assessments or governmental charges to exist with respect to the Leased Property or any portion thereof (including, without limitation, any taxes levied upon the Leased Property or any portion thereof which, if not paid, will become a charge on the rentals and receipts from the Leased Property or any portion thereof, or any interest therein, including the interest of the Bank), or the rentals and revenues derived therefrom or hereunder. The Town shall also pay as Additional Rentals, as the same respectively become due, all utility and other charges incurred in the maintenance and upkeep of the Leased Property.

The Town may, at its expense, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom so long as the Town provides the Bank with an opinion of Counsel stating that by nonpayment of any such items the security afforded pursuant to will not be materially endangered or the Leased Property or any portion thereof will not be subject to loss or forfeiture, or the Bank will not be subject to liability, and if such opinion of Counsel is not provided, such taxes, assessments, utility or other charges shall be paid forthwith (provided, however, that such payment shall not constitute a waiver of the right to continue to contest such taxes, assessments, utility or other charges).

Section 9.04. Provisions Regarding Liability, Property and Workers' Compensation Insurance. The Town shall, at its own expense, cause casualty and/or property insurance to be carried and maintained with respect to the Leased Property in an amount equal to the replacement value of the Leased Property. Such insurance policy may have a deductible clause in an amount not to exceed \$[50,000]. The Town may, in its discretion, insure the Leased Property under blanket insurance policies which insure not only the Leased Property, but other property as well, as long as such blanket insurance policies comply with the requirements hereof. Any property insurance policy required by this Section 9.04 shall be so written or endorsed as to show the Bank as loss payee and/or additional insureds and to make losses exceeding \$[50,000], if any, payable to the Town and the Bank as their respective interests may appear.

Upon the execution and delivery of this Lease, the Town shall, at its own expense, cause public liability insurance, including blanket contractual liability or specific contractual liability insurance for this agreement; and public officials' errors and omissions coverage to be carried and maintained with respect to the activities to be undertaken by the Town and its officers, officials, agents and employees in connection with the use and possession of the Leased Property. All such policies (other than errors and omissions) shall show the Town and all officers and employees thereof, and the Bank as additional insureds. Such coverage shall be in amounts not less than the limits of liability per occurrence set by the Colorado Governmental Immunity Act as the same may from time to time be amended, for claims to which the defense of sovereign immunity applies. The public liability insurance required by this Section 9.04 may be by blanket insurance policy or policies.

The Town shall, at its own expense, cause worker's compensation insurance to be procured and maintained covering the Town's employees working in or on the Leased Property. Such insurance, if issued by a private carrier, shall contain a provision that such coverage shall not be canceled without 10 days' prior written notice to the Town and the Bank. A certificate issued by the Colorado State Insurance Fund or a private carrier evidencing such coverage shall be provided by the Town to the Bank. The worker's compensation insurance required by this Section 9.04 may be by blanket insurance policy or policies.

If, at any time during the term of this Lease, it is determined that any part of the Leased Property is located in a flood zone, as determined in accordance with 12 CFR Chapter 1, Part 22 or its successor (the "Flood Insurance Regulations"), the Town, at its own expense, shall obtain and maintain for the entire term of this Lease, flood insurance covering the Leased Property in such form and amount as is required under the Flood Insurance Regulations. If at any time during the term of this Lease the Town shall fail to maintain such adequate flood insurance, the Bank may, to the extent permitted by law, purchase such insurance on the Town's behalf, and the cost thereof shall be deemed to be Additional Rentals payable by the Town on the Bank's demand as specified in this Lease. The Town shall provide evidence of the renewal or replacement of such flood insurance at least 15 days prior to its expiration.

Each property and liability insurance policy provided for in this Section 9.04 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interests of the Bank without first giving written notice thereof to the Town and the Bank at least 30 days in advance of such cancellation or modification. In the event that the Town has received such notice of cancellation or modification, it shall immediately

furnish to the Bank a new insurance policy or certificate evidencing such policy replacing the canceled or modified policy and effective on or before the effective date of such cancellation or modification.

The Town shall provide certified copies of all insurance policies required under this Section or certificates of insurance with appropriate endorsements attached evidencing that the parties have been named as loss payee and/or additional insureds and that the 30 days' notice of cancellation provision is in effect. A certificate of insurance will be acceptable evidence of insurance at closing. All insurance policies issued pursuant to this Section 9.04 or certificates evidencing such policies, shall be deposited with the Bank. No agent or employee of the Town shall have the power to adjust or settle any loss with respect to the Leased Property, whether or not covered by insurance, without the prior written consent of the Bank; except that losses not exceeding \$[50,000] may be adjusted or settled by the Town without the Bank's consent.

Section 9.05. Granting of Easements. As long as no Event of Default or Event of Nonappropriation shall have happened and be continuing, the Bank may in its discretion at any time or times, but only upon the request of the Town, grant easements, licenses, rights-of-way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property or rights included in this Lease, free from this Lease and any security interest or other encumbrance created hereunder or thereunder, and the Bank may in its discretion release existing easements, licenses, rights-of-way, and other rights and privileges with respect to such property or rights, with or without consideration, and shall execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other grant or privilege upon receipt of (a) a copy of the instrument of grant or release; and /or (b) a written application signed by an Authorized Officer of the Town requesting such instrument and stating that such grant or release will not impair the effective use or interfere with the operation of the Leased Property.

ARTICLE X

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 10.01. Damage, Destruction and Condemnation. If, during the Lease Term, (a) the Leased Property or any portion thereof shall be destroyed, in whole or in part, or damaged by fire or other casualty; (b) title to, or the temporary or permanent use of, the Leased Property or any portion thereof or the estate of the Town or the Bank in the Leased Property or any portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; (c) a breach of warranty or a material defect in the construction, manufacture or design of the Leased Property shall become apparent; or (d) title to or the use of all or any portion of the Leased Property shall be lost by reason of a defect in title thereto; then the Town shall continue to be obligated to continue to pay the amounts specified in Section 6.01 of this Lease.

Section 10.02. Obligation of the Town To Repair and Replace the Leased Property. The Town and, to the extent such Net Proceeds are within its control, the Bank shall cause the Net Proceeds of any insurance policies, performance bonds or condemnation awards, to be deposited

in a separate trust fund. All Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification, improvement or replacement of the Leased Property by the Town upon receipt of requisitions acceptable to the Bank, and with the written approval of the Bank, signed by an Authorized Officer of the Town (a) stating with respect to each payment to be made, (i) the requisition number; (ii) the name and address of the person, firm or corporation to whom payment is due; (iii) the amount to be paid; (iv) that each obligation mentioned therein has been properly incurred, is a proper charge against such funds and has not been the basis of any previous withdrawal; (v) that all conditions required by this Lease to be met prior to such payment have been satisfied; and (vi) that the disbursement requested will be used for the cost of such repair, restoration, modification, improvement or replacement of the Leased Property; (b) specifying in reasonable detail the nature of the obligation; and (c) accompanied by a bill, invoice or a statement of account for such obligation.

For the purpose of effecting the collection of Net Proceeds, the Town and the Bank agree to cooperate and use their best reasonable efforts to enforce claims which may arise in connection with material defects in the construction, manufacture or design of the Leased Property or otherwise. In carrying out any of the provisions of this Section 10.02, the Town shall have all power and authority granted under this Lease; and the Bank shall cooperate with the Town in the administration of such fund and shall not unreasonably withhold its approval of requisitions under this Section 10.02. The balance of any such Net Proceeds remaining after such repair, restoration, modification, improvement or replacement has been completed shall be applied to the payment of Base Rentals. Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of such Net Proceeds shall be the property of the Town, subject to this Lease and shall be included as part of the Leased Property under this Lease.

Section 10.03. Insufficiency of Net Proceeds. If the Net Proceeds plus any amounts withheld from such Net Proceeds by reason of any deductible clause shall be insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement of the Leased Property required under Section 10.02 of this Lease, the Town may elect to:

(a) complete the work or replace such Leased Property, or portion thereof, with similar property of a value equal to or in excess of such portion of the Leased Property and pay as Additional Rentals, to the extent amounts for Additional Rentals which have been specifically appropriated by the Town are available for payment of such cost, any cost in excess of the amount of the Net Proceeds, and the Town agrees that, if by reason of any such insufficiency of the Net Proceeds, the Town shall make any payments pursuant to the provisions of this Section 10.03(a), the Town shall not be entitled to any reimbursement therefor from the Bank, nor shall the Town be entitled to any diminution of the Base Rentals and Additional Rentals payable under Section 6.02 of this Lease; or

(b) apply the Net Proceeds to the payment of the Option Price in accordance with Article XII of this Lease. In the event of an insufficiency of the Net Proceeds for such purpose, the Town shall pay such amounts as may be necessary to equal the then applicable Option Price; and in the event the Net Proceeds shall exceed the Option Price, such excess shall be retained by the Town.

The above referenced election shall be made by the Town within 90 days of the occurrence of an event specified in Section 10.01 of this Lease.

Section 10.04. Cooperation of the Bank. At the expense of the Town, the Bank shall cooperate fully with the Town in filing any proof of loss with respect to any insurance policy or performance bond covering the events described in Section 10.01 of this Lease and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Leased Property or any portion thereof and in the prosecution of any action relating to the enforcement of all warranties relating to the Leased Property. In no event shall the Bank voluntarily settle, or consent to the settlement of, any proceeding arising out of any insurance claim performance or payment bond claim, prospective or pending condemnation proceeding, or any action with respect to the Leased Property or any portion thereof without the written consent of the Town.

ARTICLE XI

DISCLAIMER OF WARRANTIES; OTHER COVENANTS

Section 11.01. Disclaimer of Warranties. The Bank does not make any warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for use of the Leased Property or any other representation or warranty with respect to the Leased Property. The Town hereby acknowledges and declares that the Town is solely responsible for the design, construction, acquisition, installation, maintenance and operation of the Leased Property, and that the Bank shall have no responsibility therefor. For the purpose of enabling the Town to discharge such responsibility, the Bank constitutes and appoints the Town as its attorney in fact for the purpose of asserting and enforcing, at the sole cost and expense of the Town, all manufacturer's warranties and guaranties, express or implied, with respect to the Leased Property, as well as any claims or rights the Bank may have in respect of the Leased Property against any manufacturer, supplier, contractor or other person. In no event shall the Bank be liable for any direct or indirect, incidental, special or consequential damage in connection with or arising out of this Lease or the existence, furnishing, functioning or use by the Town of any item, product or service provided for herein.

Section 11.02. Further Assurances and Corrective Instruments. The Bank and the Town agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be, or for otherwise carrying out the intention hereof.

Section 11.03. Compliance With Requirements. During the Lease Term, the Town and the Bank shall observe and comply promptly to the extent possible with all current and future orders of all courts having jurisdiction over the Leased Property or any portion thereof; provided that the Town or the Bank may contest or appeal such orders so long as they are in compliance with such orders during the contest or appeal period, and all current and future requirements of all insurance companies writing policies covering the Leased Property or any portion thereof.

Section 11.04. Covenant To Comply With Internal Revenue Code. The Town certifies and covenants that it will not knowingly direct or otherwise cause the investment or use of any moneys in any fund or account in connection with this Lease (including any moneys reasonably expected to be used to pay the Base Rentals thereon, whether or not held by the Bank; and regardless of whether any such moneys were derived from the proceeds disbursed by the Bank in connection with this Lease or from any other source), in a manner which will cause this Lease to be classified as an “arbitrage bond” within the meaning of the Code.

The Town further covenants that it will perform all acts within its power which are or may be necessary to insure that the Interest Component will at all times remain excludable from gross income for federal income tax purposes under the laws and regulations of the United States of America as presently enacted and construed or as hereafter amended.

Section 11.05. Access To Leased Property. The Town agrees that the Bank and any authorized representative of the Bank shall have the right at all reasonable times to examine and inspect the Leased Property and all of Town’s books and records with respect thereto. The Town further agrees that the Bank and any such representative shall have such rights of access to the Leased Property as may be reasonably necessary to cause the proper maintenance of the Leased Property in the event of failure by the Town to perform its obligations under this Lease.

Section 11.06. Further Assurances. At any and all times the Town shall, so far as it may be authorized by law, pass, make, do execute, acknowledge, deliver and file or record all and every such further instruments, acts, deeds, conveyances, assignments, transfers, other documents, and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, and any other funds hereby pledged or assigned, or intended so to be, or which the Town may hereafter become bound to pledge or assign, or as may be reasonable and required to carry out the purposes of this Lease. The Town, acting by and through its officers, or otherwise, shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of all funds and accounts pledged hereunder and all the rights of the Bank against all claims and demands of all persons.

Section 11.07. Conditions Precedent. Upon the date of execution and delivery of this Lease, all conditions, acts and things required by the Constitution or laws of the United States of America, the Constitution or laws of the State, the Code and this Lease to exist, to have happened, and to have been performed precedent to or in the execution and delivery of this Lease shall exist, have happened and have been performed, and this Lease, together with all other obligations of the Town, shall not contravene any debt or other limitation prescribed by the Constitution or laws of the United States of America, the Constitution or laws of the State, or the Code.

Section 11.08. Records and Accounts. The Town will keep proper books of record and account, separate and apart from all other records and accounts, showing complete and correct entries of all transactions relating to the funds referred to herein.

Section 11.09. Rules, Regulations and other Details. The Town shall observe and perform all of the terms and conditions contained in this Lease and shall comply with all valid acts, rules, regulations, orders and directives of any legislative, executive, administrative or judicial body applicable to the Town.

Section 11.10. Payment of Governmental Charges. The Town shall pay or cause to be paid all taxes and assessments or other municipal or governmental charges, if any, lawfully levied or assessed upon or in respect of the Town, or upon any part thereof, when the same shall become due, and shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to the Town, or any part thereof, except for any period during which the same are being contested in good faith by proper legal proceedings. The Town shall not create or suffer to be created any lien or charge upon the Town, or any part thereof, except as herein otherwise permitted. The Town shall pay or cause to be discharged or shall make adequate provision to satisfy and to discharge, within 90 days after the same shall become payable, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the Town, or any part thereof, but nothing herein requires the Town to pay or to cause to be discharged or to make provision for any such tax, assessment, lien or charge, so long as the validity thereof is contested in good faith and by appropriate legal proceedings.

Section 11.11. Federal Income Tax Exclusion.

(a) **General.** The Town intends that the Interest Component shall be excludable from gross income for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”), and the applicable Income Tax Regulations (the “Regulations”). The Town covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the Interest Component to be includable in gross income, as defined in Section 61 of the Code, for federal income tax purposes. In particular, the Town covenants and agrees to comply with each requirement of this Section 11.11; provided, however, that the Town shall not be required to comply with any particular requirement of this Section 11.11 if the Town has received an opinion of nationally recognized bond counsel (“Counsel’s Opinion”) that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of Interest Component or if the Town has received a Counsel’s Opinion to the effect that compliance with some other requirement set forth in this Section 11.11 will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel’s Opinion shall constitute compliance with the corresponding requirement specified in this Section 11.11.

(b) **No Private Use or Payment and No Private Loan Financing.** The Town covenants and agrees that it will make such use of the proceeds of the Site Lease including interest or other investment income derived from Site Lease proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that this Lease will not be “private activity bonds” within the meaning of Section 141 of the Code and the Regulations promulgated thereunder. Moreover, the Town shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date this Lease is delivered, that the proceeds of the Site Lease will not be used in a manner that would cause this Lease to be “private activity bonds” within the meaning of Section 141 of the Code and the Regulations promulgated thereunder.

(c) **No Federal Guarantee.** The Town covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause this Lease to be “federally guaranteed” within the meaning of Section 149(b) of the Code and the applicable Regulations thereunder, except as permitted by Section 149(b)(3) of the Code and such Regulations.

(d) **No Hedge Bonds.** The Town covenants and agrees that it has not taken and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause this Lease to be considered a “hedge bond” within the meaning of Section 149(g) of the Code and the applicable Regulations thereunder.

(e) **No Arbitrage.** The Town covenants and agrees that it will make such use of the proceeds of the Site Lease including interest or other investment income derived from Site Lease proceeds, regulate investments of proceeds of the Site Lease, and take such other and further action as may be required so that this Lease will not be considered an “arbitrage bond” within the meaning of Section 148(a) of the Code and the applicable Regulations promulgated thereunder. Moreover, the Town shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date this Lease is delivered, the Town will reasonably expect that the proceeds of the Site Lease will not be used in a manner that would cause this Lease to be considered an “arbitrage bond” within the meaning of Section 148(a) of the Code and the applicable Regulations promulgated thereunder.

(f) **Arbitrage Rebate.** If the Town does not qualify for an exception to the requirements of Section 148(f) of the Code relating to the required rebate to the United States, the Town will take all necessary steps to comply with the requirement that certain amounts earned by the Town on the investment of the “gross proceeds” of the Site Lease (within the meaning of Section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the Town will (i) maintain records regarding the investment of the gross proceeds of the Site Lease as may be required to calculate the amount earned on the investment of the gross proceeds of the Site Lease separately from records of amounts on deposit in the funds and accounts of the Town allocable to other bond issues or lease obligations of the Town or moneys which do not represent gross proceeds of any bond issues or lease obligations of the Town; (ii) calculate at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the Site Lease which is required to be rebated to the federal government; and (iii) pay, not less often than every fifth anniversary date of the delivery of the Site Lease or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the Town will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Site Lease that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm’s length and had the yield on the issue not been relevant to either party.

(g) **Information Reporting.** The Town covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the fifteenth day of the second calendar month after the close of the calendar quarter in which this Lease is executed, an information statement concerning the Site Lease and this Lease, all under and in accordance with Section 149(e) of the Code and the applicable Regulations promulgated thereunder.

(h) **Continuing Obligation.** Notwithstanding any other provision of this Lease, the Town's obligations under the covenants and provisions of this Section 11.11 shall survive the defeasance and discharge of this Lease.

Section 11.12. Financial Reporting. The Town, annually following the close of each Fiscal Year, shall order an audit for the Fiscal Year of the books and accounts pertaining to the Town to be made forthwith by an Independent Accountant, and order an audit report showing the receipts and disbursements for each fund or account pertaining to the Town. During the Lease Term, the Lessee covenants and agrees to provide the Bank: (i) a copy of the Lessee's final annual budget for each fiscal year within two (2) weeks of completion or within two hundred seventy (270) days of Fiscal Year end; and (iii) any other financial reports the Bank may reasonably request from time to time.

Section 11.13. Environmental Matters. The real property included in the Leased Property is properly zoned for its current and anticipated use and such use will not violate any applicable zoning, land use, Environmental Laws or similar law or restriction. The Town has all licenses and permits to use the Leased Property. The Town shall comply with all Environmental Laws and shall not store, dispose, use, generate, or manufacture any Hazardous Materials at, on or near the Leased Property or in connection with the operation of its Leased Property. The Town and all activities of the Town at its facilities comply with all Environmental Laws and with all terms and conditions of any required permits, licenses and authorizations applicable to the Town with respect thereto. The Town is also in compliance with all limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in Environmental Laws or contained in any plan, order, decree, judgment or notice of which the Town is aware. The Town is not aware of, nor has the Town received notice of, any events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent continued compliance with, or which may give rise to any liability under, any Environmental Laws.

To the extent permitted by law and subject to appropriation, the Town will indemnify, defend and hold the Bank harmless from and against any claims, loss or damage to which the Bank may be subjected as a result of (i) the presence or use of, generation, storage, release, threatened release, or disposal of Hazardous Materials by any person on, in or under the Leased Property; (ii) the use of the Leased Property or any part thereof as a dump site, permanent or temporary storage site or transfer station for any Hazardous Materials; (iii) the violation of any Environmental Law affecting the Leased Property or any part thereof or any activity conducted on any part of the Leased Property; and (iv) any action or proceeding before any court, quasi-judicial body or administrative agency relating to the enforcement of any Environmental Law affecting the Leased Property or any part thereof or any activity conducted on any part of the Leased Property, including, without limitation, all foreseeable and all unforeseeable consequential damages, directly

or indirectly arising out of the use, generation, manufacture, storage, or disposal of Hazardous Materials, by the Lessee or any prior owner or operator of the Leased Property, including, without limitation, the cost of any required and necessary repair, cleanup, remediation, or detoxification and the preparation of any disclosure, or other required plans. This indemnification shall survive the termination of this Lease.

Section 11.14. Fees, Expenses and Indemnification. The Lessee, will, to the extent permitted by applicable law, agree to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

ARTICLE XII

CONVEYANCE OF THE LEASED PROPERTY

Section 12.01. Prepayment. The Lease Balance is prepayable in whole or in part at any time.

Section 12.02. Option. The Town shall have the option to terminate the Bank's leasehold interest in the Leased Property at any time by paying the Option Price on any date set forth in Section 12.01 hereof. The Town shall give the Bank notice of its intention to exercise its option to terminate the Bank's leasehold interest in the Leased Property not less than 30 days in advance of the date of exercise.

Section 12.03. Conveyance of the Leased Property. The Bank shall transfer, convey and release the Leased Property to the Town in the manner provided for in Section 12.04 of this Lease; provided, however, that prior to such transfer, conveyance and release, either:

- (a) the Town shall have paid the then applicable Option Price; or
- (b) the Town shall have paid all Base Rentals set forth in Exhibit B, all then current Additional Rentals required to be paid hereunder and all other amounts, if any, due hereunder, in which case the Bank shall transfer, convey and release the Leased Property to the Town by releasing the Lease.

The Town is hereby granted the option to terminate this Lease from time to time upon payment by the Town of the then applicable Option Price pursuant to Section 13.02 hereof.

[TBD: Release of individual units]

Section 12.04. Manner of Conveyance. At the closing of any release of the Leased Property pursuant to Section 12.03 of this Lease, the Bank shall execute and deliver to the Town such releases of the Lease and other documents necessary to terminate the Bank's leasehold interest.

ARTICLE XIII

ASSIGNMENT AND SUBLEASING

Section 13.01. Assignment and Subleasing by the Town. This Lease may not be assigned by the Town for any reason other than to a successor by operation of law. However, the Leased Property may be subleased, as a whole or in part, by the Town, without the necessity of obtaining the consent of the Bank; subject, however, to each of the following conditions:

(a) The Leased Property may be subleased, in whole or in part, only to an agency or department or political subdivision of the State, or to another entity or entities if, in the opinion of Bond Counsel, such sublease will not impair the exclusion from gross income for purposes of federal income tax of the Interest Component.

(b) This Lease, and the obligations of the Town hereunder, shall, at all times during the Lease Term, remain obligations of the Town subject to Section 6.01 hereof, and the Town shall maintain its direct relationships with the Bank, notwithstanding any sublease.

(c) The Town shall furnish or cause to be furnished to the Bank a copy of any sublease agreement.

ARTICLE XIV

EVENTS OF DEFAULT AND REMEDIES

Section 14.01. Events of Default Defined. Any one of the following shall be an Event of Default under this Lease:

(a) failure by the Town to pay any Base Rentals or Additional Rentals when the same become due;

(b) failure by the Town to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder or under any certificates executed and delivered by the Town in connection with the delivery of this Lease, other than as referred to in clause (a) or (c), for a period of 45 days after written notice, specifying such failure and requesting that it be remedied, shall be given to the Town by the Bank, unless the Bank shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not withhold its consent to an extension of such time if, in the Bank's judgment, corrective action can be instituted by the Town within the applicable period and diligently pursued until the default is corrected. Such consent by the Bank shall not be unreasonably withheld;

(c) failure by the Town, for a period of 10 days after written notice, specifying such failure and requesting that it be remedied, shall be given to the Town by the Bank, to maintain insurance as required hereunder;

(d) any representation or warranty made by the Town herein or in any other document or certificate provided by the Town to the Bank proves to have been untrue in any material respect when made; or

(e) the filing by the Town of a petition in bankruptcy, or failure by the Town promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of the Town to carry on its governmental functions or assignment by the Town for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of any adjustment of indebtedness of the Town, or the dissolution or liquidation of the Town.

Section 14.02. Remedies on Default or Event of Nonappropriation. Whenever any Event of Default or Event of Nonappropriation shall have happened:

(a) The Town shall, upon demand of the Bank, immediately surrender the possession and management of the Leased Property to the Bank or its assignees or lessees.

(b) Following any such surrender of possession, the Bank may lease or sublease the Leased Property or any portion thereof or sell an assignment of any interest the Bank has in the Leased Property.

(c) The Bank may proceed by appropriate court action to enforce specific performance by the Town of the covenants herein or to recover for the breach thereof, include the payment of all amounts due from the Town.

Section 14.03. Limitations on Remedies; No Remedy Exclusive. A judgment requiring the payment of money may be entered against the Town by reason of an Event of Default only for the amount of Base Rentals and Additional Rentals (a) which would otherwise have been payable hereunder during any period in which the Town continues to occupy, use or possess the Leased Property; or (b) which would otherwise have been payable during the Fiscal Year in which such Event of Default occurs. A judgment requiring the payment of money may be entered against the Town by reason of an Event of Nonappropriation only for the amount of Base Rentals and Additional Rentals (i) which would otherwise have been payable hereunder, or (ii) accruing to the extent that the Town fails to vacate and surrender possession of the Leased Property as required by Section 6.01(f) of this Lease. No remedy herein conferred upon or reserved to the Bank is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved in this Article XIV, it shall not be necessary to give any notice, other than such notice as may be required in this Article XIV.

Section 14.04. Waivers. The Bank may waive any Event of Default under this Lease and its consequences. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 14.05. Agreement To Pay Attorneys' Fees and Expenses. To the extent permitted by law, in the event that either party hereto shall default under any of the provisions hereof and the nondefaulting party shall employ attorneys or incur other expenses for the collection of Base Rentals and Additional Rentals, or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it shall on demand therefor pay to the nondefaulting party the fees of such attorneys and such other expenses so incurred by the nondefaulting party, to the extent that such attorneys' fees and expenses may be determined to be reasonable by a court of competent jurisdiction.

Section 14.06. Waiver of Jury Trial. Town and Bank hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Town or Bank in the negotiation, administration, performance or enforcement hereof.

ARTICLE XV

MISCELLANEOUS

Section 15.01. Sovereign Powers of Town. Subject to the provisions of Section 11.14 hereof, nothing in this Lease shall be construed as diminishing, delegating or otherwise restricting any of the sovereign powers of the Town. Nothing in this Lease shall be construed to require the Town to exercise its right to terminate the Bank's leasehold interest in the Leased Property as provided in Article XIII hereof.

Section 15.02. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified or registered mail, postage prepaid, addressed as follows: if to the Town, to Town of Mountain Village, 455 Mountain Village Blvd. Suite A, Mountain Village, CO 81435, Attention: Town Manager, and if to the Bank, to [1600 N Broadway, Denver, CO 80202], Attention: Chris Haney. The Town and the Bank may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 15.03. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Town and their respective successors and assigns, subject, however, to the limitations contained in Article XIV of this Lease.

Section 15.04. Net Lease. This Lease shall be deemed and construed to be a "net lease," and the Town shall pay absolutely net during the Lease Term, the Base Rentals, Additional Rentals and all other payments required hereunder, free of any deductions, and without abatement, deduction or setoff (other than credits against Base Rentals expressly provided for in this Lease).

Section 15.05. Payments Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right, as provided in this Lease, shall

be a day other than a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Lease.

Section 15.06. Severability; Integration. In the event that any provision of this Lease, (other than the requirement of the Town to pay Base Rentals in accordance with Section 6.01 and the requirement of the Bank to provide quiet enjoyment of the Leased Property under the conditions set forth in Article V of this Lease, and the requirement that the obligation of the Town to pay Base Rentals and Additional Rentals under this Lease are subject to the limitations of Section 6.01 hereof) shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

This Lease constitutes the entire agreement between the Town and the Bank concerning the subject matter hereof, and supersedes all prior agreements, whether written or oral, between such parties as to such subject matter.

Section 15.07. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 15.08. Applicable Law; Uniform Commercial Code Security Agreement. This Lease shall be governed by and construed in accordance with the laws of the State. This Lease shall be deemed a security agreement for purposes of the Colorado Uniform Commercial Code with respect to any filings of financing statements covering the Leased Property.

Section 15.09. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

Section 15.10. No Merger. The Town and the Bank intend that the respective interests created by the Master Lease, the Site Lease and this Lease shall be separate and distinct, and this Lease, the Site Lease and the Master Lease shall not be deemed merged in any respect or for any purpose.

Section 15.11. Patriot Act Notice. The Bank hereby notifies the Town that pursuant to the requirements of the Patriot Act it is required to obtain, verify and record information that identifies the Town, which information includes the name and address of the Town and other information that will allow the Bank to identify the Town in accordance with the Patriot Act. The Town hereby agrees that it shall promptly provide such information upon request by the Bank.

Section 15.12. No Rating, CUSIP Number or Securities Depository. The Lease has not been rated by a nationally recognized organization which regularly rates such obligations, assigned a CUSIP number or registered with or made eligible for registration with any securities depository, including but not limited to the Depository Trust Company, New York, New York.

(Signature page follows)

WITNESS the due execution hereof as of the day and the year first mentioned above.

BOKF, NA D/B/A BOK FINANCIAL, as lessor

By _____
Senior Vice President

TOWN OF MOUNTAIN VILLAGE, as lessee

Laila Benitez, Mayor

ATTEST:

Susan Johnston, Town Clerk

STATE OF COLORADO)
) ss.
CITY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of May, 2023 by Chris Haney, a Senior Vice President of BOKF, NA d/b/a BOK Financial.

WITNESS my hand and official seal.

[SEAL]

Notary Public

My commission expires:

EXHIBIT A

**LEGAL DESCRIPTION OF THE LEASED PROPERTY [TO BE
INCLUDED IN THE FINAL AGREEMENT]**

EXHIBIT B

BASE RENTALS SCHEDULE

[TO BE INCLUDED IN THE FINAL AGREEMENT]

EXHIBIT C

PERMITTED ENCUMBRANCES

[TO BE INCLUDED IN THE FINAL AGREEMENT]

EXHIBIT D

FORM OF ANNUAL COMPLIANCE CERTIFICATE

For the Fiscal Year Ended December 31, 20__

The undersigned, as an authorized officer of and on behalf of the Town of Mountain Village, a duly and regularly created, organized and existing municipal corporation, existing as such under and by virtue of the Constitution and laws of the State of Colorado (the “Town”), in connection with the Lease Purchase Agreement dated [____], 2023 (the “Lease”), between the Town, as lessor, and BOKF, NA d/b/a BOK Financial as lessee (the “Bank”), hereby attests as follows (capitalized terms used herein and not defined shall have the meanings ascribed thereto in the Lease Purchase Agreement):

1. The undersigned is an authorized officer of the Town.

2. The undersigned has made a review of activities during the preceding period for the purpose of determining whether the Town has complied with all of the terms, provisions and conditions of the lease documents to which the Town is a party, except as described below, if applicable.

3. To the best of his/her knowledge, the Town has kept, observed, performed and fulfilled each and every such covenant, provision and condition on its part to be performed and no Event of Default or noncompliance has occurred.

[or]

An Event of Default or noncompliance under the Lease has occurred and is continuing. Such Event of Default or noncompliance and the actions the Town is taking to remedy or terminate such Event of Default or noncompliance are described below:

[description of Event of Default and remedial actions being taken]

[description of noncompliance, if any]

IN WITNESS WHEREOF, I have hereunto subscribed my name as of the _____ day of _____, _____.

TOWN OF MOUNTAIN VILLAGE

By: _____

Title: _____

EXHIBIT E

FORM OF CONSTRUCTION ACCOUNT REQUISITION

[TO BE PROVIDED BY BANK]

Projected Rental Payments

Town of Mountain Village Colorado
 Direct Lease, Series 2023 (Village Court Apartment Phase IV Expansion)

STIFEL

Bank	BOKF	BOKF
Par Amount / Net Proceeds	\$10,000,000	\$15,000,000
Interest Rate	3.56%	3.56%
Estimated Cost of Issuance	\$100,000	\$100,000
Term/ Amortization	10 years/ 20 years	10 years/ 20 years
Optional Redemption	7-year call	7-year call
Debt Service		
2023	173,056	259,583
2024	731,000	1,099,000
2025	732,650	1,098,886
2026	733,766	1,098,060
2027	734,348	1,101,522
2028	734,396	1,099,094
2029	733,910	1,100,954
2030	732,890	1,101,924
2031	731,336	1,102,004
2032	734,248	1,101,194
2033	731,448	1,099,494
2034	733,114	1,101,904
2035	734,068	1,098,246
2036	734,310	1,098,698
2037	733,840	1,098,082
2038	732,658	1,101,398
2039	730,764	1,098,468
2040	733,158	1,099,470
2041	734,662	1,099,226
2042	735,276	1,097,736
Total	14,104,898	21,154,943

STIFEL



455 Mountain Village Blvd. Mountain Village, CO 81435
(970) 369-6429

TO: Mountain Village Town Council
FROM: Christine Gazda, Assistant Town Attorney
DATE: **Thursday April 20, 2023**
RE: Ordinance Amending Section 2.10.040 Concerning Public Employees Retirement Association Benefits

Executive Summary

This Ordinance is to provide clarification to section 2.10.040 of the Mountain Village Municipal Code. The existing code provision provides that elected officials can opt-in/opt-out of PERA, but that is only applicable if the Town were offering another retirement program or social security. Since the Town does not offer another such program or social security, elected officials do not have the ability to opt-in or opt-out. The Town provides PERA benefits and becoming a Councilor/Mayor triggers eligibility to be enrolled in PERA benefits.

Proposed Motion

Motion to approve on first reading an Ordinance Amending Section 2.10.040 of the Mountain Village Municipal Code concerning Public Employees Retirement Association Benefits and to set a second reading, public hearing and final Council vote for the May 18, 2023 regular Town Council meeting.

ORDINANCE NO. 2023-__

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE,
COLORADO AMENDING SECTION 2.10.040 OF THE MOUNTAIN VILLAGE MUNICIPAL CODE
CONCERNING PUBLIC EMPLOYEES RETIREMENT ASSOCIATION BENEFITS**

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

WHEREAS, pursuant to Section 2.10.040 of the Mountain Village Municipal Code (“Code”), the Town is a member of the Public Employees Retirement Association (“PERA”) and, therefore, offers the Town Councilors and Mayor certain PERA benefits unless they opt out of PERA; and

WHEREAS, the opt-out only applies if the Town offers another retirement account or social security, which the Town does not; and

WHEREAS, the Town Council desires to amend the Code to address the Town’s offer of PERA benefits 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 the Code as follows:

2.10.040 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.

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. Effective Date. This Ordinance shall become effective on _____, 2023 and shall be recorded in the official records of the Town kept for that purpose and shall be authenticated by the signatures of the Mayor and the Town Clerk.

Section 6. Public Hearing. A public hearing on this Ordinance was held on the ___ day of _____, 2023 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 5.8 of the Charter.

INTRODUCED, READ, AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 20th day of April, 2023.

TOWN OF MOUNTAIN VILLAGE:

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

By: _____
Laila Benitez, Mayor

ATTEST:

Susan Johnston, Town Clerk

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this ___ day of _____, 2023.

TOWN OF MOUNTAIN VILLAGE:

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

By: _____
Laila Benitez, 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. 2023-__ ("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 April 20, 2023, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Marti Prohaska				
Harvey Mogenson				
Patrick Berry				
Peter Duprey				
Jack Gilbride				

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 _____, 2023 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 _____, 2023. 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
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Marti Prohaska				
Harvey Mogenson				
Patrick Berry				
Peter Duprey				
Jack Gilbride				

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 _____, 2023.

 Susan Johnston, Town Clerk
 (SEAL)



**PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

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

Agenda Item # 13

TO: Mountain Village Town Council
FROM: Andy Rutz, Crescendo Planning + Design, on behalf of the Town of Mountain Village
FOR: April 20, 2023 *(Continued from February 16, 2023)*
DATE: April 13, 2023
RE: Consideration of a Resolution Regarding a Major Subdivision for Lots 126R and 152R and Tracts OSP-118 and OSP-126, Town of Mountain Village, Per Community Development Code Section 17.4.13.E.1.

Executive Summary

The applicant requests a major subdivision of Lot 126R, Lot 152R, Tract OSP-126, and Tract OSP-118. Specifically, to subdivide Lot 126R into nine Single-Family lots and to reconfigure Tract OSP-126 and Tract OSP-118 with no reduction or loss of net active or passive open space acreage. No subdivision change is proposed to the existing Lot 152R. The concurrent rezone and density transfer application seeks to rezone Lot 126R from Multi-Family to Single-Family, and OSP-118 from active/passive open space to resource conservation open space. OSP-126 will remain zoned passive open space although it cannot be relocated so it is depicted as an overlay and expanded in size. No zoning change is proposed for Lot 152R. The applicants also request to transfer and reconfigure zoning designations/density, to reduce the density overall on the site. Both Lot 126R and Lot 152R are proposing a significant reduction in density to be transferred to the Density Bank. 1 Employee Apartment would be moved from Lot 126R to Lot 152R and rezoned to Employee Condominium.

PROJECT GEOGRAPHY

Legal Description: Lot 126R, Lot 152R, Tract OSP-118 and Tract OSP-126, Telluride Mountain Village, as shown on a replat of Lots 118, 126, 130, 152A, 152B, 152C, and Tract OS-1, Town of Mountain Village, Recorded October 12, 2007 in Plat Book 1 at Page 3829, County of San Miguel, State of Colorado
Address: TBD Country Club Drive, Mountain Village, CO 81435
Applicant/Agent: Design Workshop c/o Darla Callaway
Owner: BASE Telluride, LLC
Zoning: Multi-Family / Open Space
Existing Use: Multi-Family, Open Space
Proposed Use: Development of Single-Family, Multi-Family, Open Space
Lot Acreage 5.49 acres in total
Adjacent Land Uses:
o **North:** Open Space

- **South:** Open Space
- **East:** Open Space, Single-Family
- **West:** Open Space, Single-Family

ATTACHMENTS

- A. Applicant’s Submittal Materials
 - a. Plan set (including existing conditions and proposed replat)
 - b. Revised Trail Easement Exhibit (received 4.12.23)
- B. Lot 126, Lot 152 & OSP Replat – Rec. 397455 (dated 10.12.2007)
- C. Referral Comments – see February 16, 2023 packet
- D. Public Comments- see February 16, 2023 packet
- E. Resolution

ASSOCIATED FORMATIVE RECORD DOCUMENTS

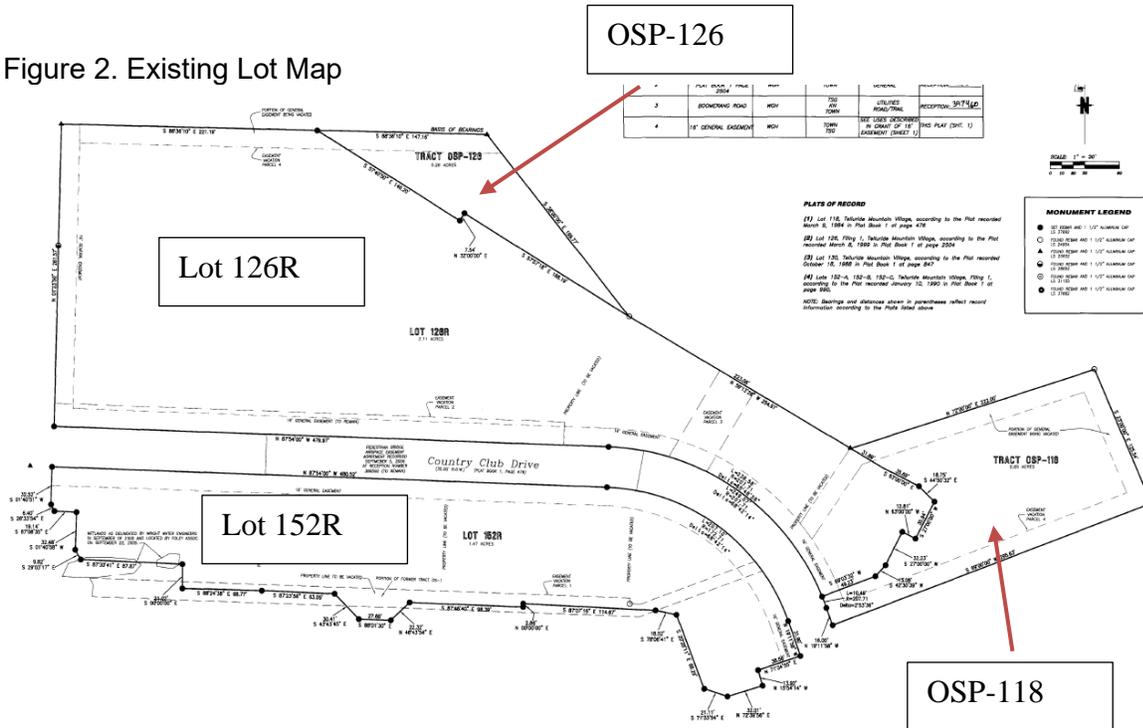
- 2007 Development Agreement 10.12.2007 ([hyperlink](#))
- Resolution No. 2007-0315-05 ([hyperlink](#))

Figure 1. Vicinity Map



*Open space parcels are not shown on this exhibit. Figure 2 below shows the current location of the open space parcels.

Figure 2. Existing Lot Map



SITE HISTORY – (this site history narrative is the same as that provided in the rezone and density transfer recommendation memo)

Lot 126 had undergone plats in 1984 and 1999 – maintaining consistent zoning designations, while varying unit counts and person equivalents. Similarly, Lot 152 had undergone plats in 1987 and 1990 – maintaining zoning designations, while subdividing the lot into 152-A, 152-B and 152-C and varying unit counts and person equivalents. Most recently, the Lot 126R and Lot 152R (Rosewood) Planned Unit Development (PUD) was approved in 2007. At that time, a rezoning, replat, and density transfer were approved for the property, and a Development Agreement was executed.

The 2007 PUD approved the development of a detailed site-specific development plan for the Property as a hotel project with associated condominium units, commercial space and workforce housing (see Table 1 below) and included the transfer of additional density to the Property and several variances, including increased building heights, increased site coverage and massing. The 2007 PUD was approved under the Town’s Land Use Ordinance (“LUO”), which provided for a three-year approval period for the PUD and the associated vested rights. The 2007 PUD approval and associated vested rights were extended in 2010 and again in 2013 and ultimately expired on March 18, 2018.

On February 15, 2018, the Town and the then owner of the Property entered into a “Standstill Agreement” that provided for a period of time for the parties to explore potential Major PUD Amendments to the 2007 PUD under the Town’s Community Development Code (“CDC”) (which replaced the LUO in 2013). In connection with the Standstill Agreement, prior owners of the Property engaged in various open house-styled discussions and work sessions with the Town and community to explore plans to reduce the density and intensity of the development of the PUD Property. An application for an amendment to the 2007 PUD was heard by Town Council on November 21, 2019 but was withdrawn by the applicant during the Town Council meeting given

the concerns raised during public comment and by Town Council regarding the amount of density and the intensity of the development proposed by the applicant. The Standstill Agreement terminated as of June 15, 2020.

OVERVIEW OF THE MAJOR SUBDIVISION APPLICATION

In 2007, Lot 126R and Lot 152R were approved for a large-scale, mixed-use hotel development commonly called the Rosewood Planned Unit Development. Although extended, this PUD has subsequently expired. The applicant has submitted a development application that consists of a rezone and density transfer, a major subdivision and a future condominium map pursuant to the current underlying zoning which is multi-family. The current plat is as platted in 2007 which is proposed to be amended with the major subdivision application. Although the PUD expired, the density and platting remain and are requested to be amended. The applicant seeks approval of a major subdivision application to achieve the following:

- The creation of nine Single-Family lots on existing Lot 126R and the reconfiguration of Tract OSP-126 and Tract OSP-118 with no reduction or loss of net acreage. No subdivision or replatting of Lot 152R is being proposed, however, the Applicant is proposing to vacate the Temporary Public Road Easement on Lot 152R.
- A portion of OSP-118 consisting of 0.095 acres is proposed to be replatted into Single Family Lot 126R-1 and rezoned from Active/Passive Open Space to Single Family. The remainder of OSP-118 consisting of 0.555 acres would be rezoned from Active/Passive Open Space to Resource Conservation Active Open Space consistent with the Future Land Use Map consistent with the Comp Plan. Replacement Open Space would be created by rezoning a portion of existing Lot 126R consisting of 0.095 acres from Multi-family to Passive Open Space (contiguous with OSP-126), which will be replatted as part of Single Family Lots 126R-7 and 126R-8.
- Three Single Family Lots, Lots 126-7, 126-8 and 126-9, will have split zoning of both Single Family and Passive Open Space and one Single Family Lot, 126-1, will have split zoning of both Single Family and Resource Conservation Active Open Space.
- The following tables highlight current Lots, Zoning and Acreages of the land proposed to be subdivided, as well as the proposed Lots, Zoning and Acreages:

Table 1. Open Space modifications pursuant to the subdivision review

Existing			Proposed		
OSP 118	Active/Passive	.65 Acres	OSP 118R-1	Resource conservation active open space	.56 Acres
OSP 126	Passive	.26 Acres	OSP 126R-1	Passive	.35 Acres
TOTAL		.91 Acres	TOTAL		.91 Acres

*No net loss of open space and a slight increase in passive open space. OSP 126R-1 is expressed as a passive open space overlay.

Tables from the applicant's submittal materials (Narrative + Proposed Replat) for illustrative purposes:

CURRENT LOT AND PARCELS, ZONING AND ACREAGE

Table 1

LOT/PARCEL	CURRENT ZONING	CURRENT ACREAGE
Lot 126-R	Multi-Family	3.11 Acres
OSP-126	Passive Open Space	0.26 Acres
OSP-118	Active/Passive Open Space	0.65 Acres

Land Use Chart, as shown on Proposed Replat:

Proposed Lots and Parcels, Zoning and Acreage

Lot/Parcel	Proposed Zoning	Proposed Acreage
Lot 126R-1	Single-Family /	0.32 Acres
	Resource Conservation Active Open Space Overlay	0.555 Acres
		0.875 Acres Total
Lot 126R-2	Single-Family	0.310 Acres
Lot 126R-3	Single-Family	0.213 Acres
Lot 126R-4	Single-Family	0.222 Acres
Lot 126R-5	Single-Family	0.201 Acres
Lot 126R-6	Single-Family	0.357 Acres
Lot 126R-7	Single-Family	0.402 Acres
	Passive Open Space Overlay	0.057 Acres
		0.459 Acres Total
Lot 126R-8	Single-Family	0.407 Acres
	Passive Open Space Overlay	0.035 Acres
		0.442 Acres Total
Lot 126R-9	Single-Family	0.248 Acres
	Passive Open Space Overlay	0.254 Acres
		0.502 Acres Total
Access Tract 126	Right of Way Active Open Space	0.442 Acres
Open Space	Resource Conservation Active Open Space (126R- 1)*	**24,336 SF (0.56 Acres)
	**Passive Open Space 126R-7*	2,462 SF
	126R-8*	1,541 SF

	126R-9*	<u>11,085 SF</u> 15,088 SF (0.35 Acres Total) 39,424 SF (0.91 Acres Total)
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**as depicted on the proposed replat*

***There appear to be two errors that will need to be corrected on the final plat. Lot 126R-7 is mis-labeled as Lot 126R-8 and the total square footage of open space is off by one s.f. and should read 39,424 per above. These can be ministerial changes captured with the plat recordation. Additionally, there appears to be an error on sheet L5 – Proposed Zoning & Open Space Changes in the Plan Set, where the acreage for the Passive Open Space Overlay (126R-7, 126R-8, 126R-9) should show 0.35 Acres instead of 0.361 Acres, to be consistent with the proposed replat.*

- A private Access Tract (Tract 126-A) is proposed to be carved out of Lot 126R in order to provide one internal access from Country Club Drive to seven (7) of the Single-Family Lots. The proposed private Access Tract is topographically positioned to ensure site development access to the uphill and downhill lots and is designed in accordance with the CDC’s access road standards. Single Family Lots 126R-1 and 126R-2 will be accessed directly off Country Club Drive, similar to the majority of existing single family homes directly adjacent to Country Club Drive. Tract 126-A will be owned by the owner’s association formed for the Property, which will be responsible for all maintenance and repair, including snow removal. Private access tracts are defined as active open space.
- All currently platted General Easements (GE) on Lot 126R are to remain. A new 16’ GE is proposed on the eastern boundary of Lot 126R-1. Internal 8’ setbacks are proposed for the Single-Family lots providing separation between the Single-Family dwellings and providing for additional room to run utilities (if needed) to accommodate drainage, grading and snow storage.

There are public improvements, to be paid for by the applicant, associated with the major subdivision, each detailed further in the Development Agreement, and are listed as follows:

- A public sidewalk is proposed within a portion of Lot 152R’s general easement, along with associated lighting.
- Repaving of Country Club Drive for the full width of the roadway over the length of the project, along with associated utility construction and lighting.
- Striping of Country Club Drive for additional crosswalks and bike lane providing for a future connection.
- A new trail connection alignment over a portion of proposed Lot 126R-2 would maintain access to Jurassic Trail and provide a connection for the Boomerang Road/Trail realignment.
 - The Town will require a trails and access easement similar to those existing from the 2007 plat. Staff recommends that a temporary trail connection be maintained or established while the permanent new trail is being constructed.
 - **Staff Note:** As noted in the conditions of this approval, *the trail and access easement area shall accommodate the turning radius of snow grooming equipment, and should the easement area need to be altered from the plans and specifications submitted as part of this approval, such alteration may be approved by Town staff.*

There are utility needs and improvements associated with the major subdivision, and are listed as follows:

- Applicant will relocate the gas regulator station to serve the development and maintain Town access via the proposed relocated Boomerang Trail easement.
- Applicant will be required to provide water, sewage disposal and utility improvements, as outlined in Section 17.4.13.5 of the CDC.

CLARIFYING NOTES ON PUBLIC IMPROVEMENTS

Updated Application Submittal includes the following, which were requested at the time of the February 16th Town Council Meeting:

- Trail easement plan and profile requirements:
 - Public Trail Easement (attached to Development Agreement)
 - Revised Civil & Landscape Plans incorporating:
 - 16' wide easement from Country Club Drive to the junction with the boomerang and Jurassic trails.
 - Decomposed granite/trail mix meeting town specifications
 - No hardscape or landscape in this area to accommodate snowcats for access
 - **Staff Note:** As noted in the conditions of this approval, *the trail and access easement area shall accommodate the turning radius of snow grooming equipment, and should the easement area need to be altered from the plans and specifications submitted as part of this approval, such alteration may be approved by Town staff*
- Bike Lane requirements on Country Club Drive:
 - Two 11' drive lanes and an additional 6' of a bike lane (that can include gutter), with a 5'5" sidewalk.

ANTICIPATED PROCESS STEPS

The typical staff recommended process would be as follows:

- Rezone and Density Transfer Application. Class 4 application. Recommendation from the Design Review Board. Two readings of an ordinance by Town Council.
 - **Staff Note:** Additional detail has been worked through with Applicant prior to second reading.
- Concurrent Major Subdivision Application. Recommendation from the Design Review Board. Resolution by Town Council for the replat.
 - **Staff Note:** Continuance on Resolution was granted at the time of 1st Reading of the rezone/density transfer application, and additional details have been resolved. A replat condition was made that the associated rezone and density transfer is approved. Final subdivision approval will be considered simultaneously with 2nd Reading of the zoning ordinance.
- Replat completed
- Public Improvements/Development Agreement created and executed concurrently with the associated public improvements exhibit and associated financial guarantee.
- Development Agreement to address the mitigation rates and affirm all uses will be consistent with the Town of Mountain Village Land Use Schedule (CDC 17.3.3 Table 3-1)
- A form of deed restriction, pursuant to the CDC an Affordable Housing deed restriction, that would be acknowledged for the Employee Apartment (likely prior to a certificate of occupancy), and that the unit would need to be constructed concurrent with the free market elements of the development
- Creation of a condominium subdivision map and declaration (a condition of approval). The condominium map would be approved after construction based on as-built conditions.

DRB RECOMMENDATION

On February 2, 2023, DRB voted 7-0 to provide a recommendation to Town Council to approve the major subdivision with the following conditions:

1. *The major subdivision is conditioned upon the final rezone and density transfer approval.*
2. *The passive and active open space locations and zoning will be consistent with the major subdivision map as approved by Town Council.*
3. *Rename the single family “setback” to “general easement” and otherwise the reduction from 16’ to 10’ as depicted is approved.*
4. *A utility plan is to be submitted prior to final approval by Town Council of either the rezone or subdivision.*
5. *A draft public improvements/development agreement and public improvement exhibit is to be provided consistent with CDC section 17.4.4.D.2.e. and CDC Section 17.4.13.H.9. maintenance of public improvements, prior to Town Council approval. Staff recommends including the following provisions:*
 - a. *Public improvements that are proposed by the applicant and accepted by Town Council are iterated in detail. Other public improvements may be identified consistent with 17.4.13.L Public Improvements Policy.*
 - b. *Staff requests an additional crosswalk at the top of Boomerang Road / Jurassic Trail across Country Club Drive that ties into the proposed sidewalk on the north side of 152R.*
 - c. *Applicant will be responsible for providing lighting along Country Club Drive and its new sidewalks and crosswalk, and the Town expects the Lot 126/152 project to repave Country Club Drive for its full width over the length of the project extents, due to all of the work being done in the roadway.*
 - d. *Ownership and maintenance agreements relative to public improvements*
 - i. *The applicant will construct the proposed sidewalk to town standards. However, it is the town’s preference that the ongoing maintenance of the sidewalk be provided by the owner/future HOA until such time the entirety of the sidewalk is developed to Mountain Village Blvd, at such time the town can take over maintenance of the sidewalk.*
 - ii. *The applicants will construct the town trail on private property to the specification of the town and town standards, and provide a trail easement, then the town will maintain the trail.*
 - iii. *Discuss the ownership and maintenance of utilities when on private property versus public property so that the responsibilities are clear.*
 - iv. *Agreed to public improvements - civil drawings in plan and profile will be provided prior to Town Council approval.*
6. *Address the following as needed into the development agreement:*
 - a. *The employee housing mitigation payment will be established at 100%*
 - b. *Public access on the private drive, as appropriate.*
 - c. *Staff recommends the applicant design and pay for the trail relocation, which will need to meet town approvals and standards, while as part of the easement agreement the town will agree to maintain the trail once constructed. A plan and profile should be provided prior to Town Council approval.*
7. *Address how existing easements will be modified, terminated or abandoned prior to Town Council approval.*
8. *The affordable housing deed restriction will be finalized prior to recordation of the major subdivision plat.*

9. *The density bank certificates will be issued concurrently with the major subdivision plat recording.*
10. *Recommending that Town Council consider further height restrictions on Lot 152R to ensure avoidance of any canyon effect along Country Club Drive.*

Although the DRB ultimately voted unanimously to recommend that Town Council approve the major subdivision application, there were a few DRB members that expressed concern over the loss of platted density, given the limited number of remaining development opportunities in the Town of Mountain Village. Additionally, several DRB members, largely prompted by, and echoing the Public Comments received, expressed some concerns with the building heights that would be allowed within the Multi-Family Zone District on Lot 152R. This discussion led to the addition of condition #10 above, recommending that Town Council consider further height restrictions on that lot to ensure that any canyon effect along Country Club Drive is avoided.

It should be noted that the DRB and the public recommended essentially single-family height restrictions on Lot 152R applicable to the multi-family zoned property that could propose greater heights. A multi-family building with more than three units can construct at heights of 48 feet; however, a detached condominium or duplex is required to maintain single family heights of 35 feet maximum and 30 maximum average heights.

TOWN COUNCIL CONTINUANCE VOTE

Town Council, at the time of 1st reading of the rezone/density transfer on February 16th, considered further height restrictions, but did not add conditions to their approval with respect to further height restrictions. Town Council voted unanimously to continue a Resolution of a major subdivision application for Lots 126R and 152R, and Tracts OSP-118 and OSP-126, to be paired with a second reading of an ordinance for a rezone and density transfer on the same lots, consistent with the tables and exhibits provided by the applicant as part of the record and with the findings and conditions outlined in the staff memo. The conditions of continuance were addressed by the applicant as reflected by the conditional recommended approval recommended by staff in this memo.

SUBDIVISION REGULATIONS

Staff Note: A reminder that the access to the current Lot 126R is being evaluated at this time as it is necessary to provide access to the newly created single family lots. The conceptual design for the current Lot 152R is for representation (overall mass and scale) of possible configurations of a new multi-unit development, but this review does not constitute approval of such, inclusive of the access as currently shown in concept.

17.4.13 Subdivision Regulations:

E. Criteria for Decisions

1. **Major Subdivisions.** The following criteria shall be met for the review authority to approve a major subdivision:

- a) **The proposed subdivision is in general conformance with the goals, policies and provisions of the Comprehensive Plan;**

The major subdivision is in general conformance with the goals, policies and provisions of the Comprehensive Plan.

The proposed development seeks to provide an economically and socially vibrant development that will offer a variety of residential typologies, open space and trail connections that will benefit both full and part-time residents, as well as visitors. Although this area was targeted for growth in the Comprehensive Plan, previously proposed development that abides by these density standards was identified by both the town and neighborhood as inappropriate in this area. Through well-built and well-designed infrastructure, community services, and environmental stewardship; the proposed development seeks to approach these lots in a different, more holistic manner than previously to protect both the existing residential as well as the world-class recreation experience found in Mountain Village.

The proposed rezoning of the property is consistent with the Future Land Use Map in the Comprehensive Plan; the subdivision reflects conformance.

b) The proposed subdivision is consistent with the applicable Zoning and Land Use Regulations and any PUD development agreement regulating development of the property;

The applicant proposes to build consistent with the underlying zoning that would be granted through the concurrent rezone and density transfer application, does not propose any Variances nor a Planned Unit Development application. The applicant requests to rezone lot 126R from multi-family to single-family which has been supported in the past.

With respect to the Open Spaces, the following provisions relate to the proposed rezone and replat, and have been met in this application:

17.3.10 Platted Open Space Requirements

A. *Preservation as to Acreage and General Location.* Active and passive open space shall be preserved as to acreage and general location as depicted on the 2012 Open Space Map and documented in the associated open space table as recorded at Reception Numbers 426871, 426872, and 426873 (“2012 Open Space Map”).

C. *Prohibition on Rezoning of Passive Open Space.* Passive open space within the Original PUD Boundary as shown on the 2012 Open Space Map shall be maintained and shall not be rezoned, nor shall the acreage of such passive open space be reduced below 151.3 acres.

D. *Rezoning of Active Open Space Permitted.* Active open Space as depicted on the 2012 Open Space Map may be rezoned and replatted as envisioned in the Comprehensive Plan provided:

1. Any such rezoning or replatting is contemplated by and consistent with the Comprehensive Plan.
2. The active open space to be rezoned or replatted is replaced by an equal amount of acreage that is not depicted as such on the 2012 Open Space Map, with such replacement acreage to be zoned as active open space (“Replacement Open Space”);

3. The Replacement Open Space is provided through either (a) a simultaneous land use application; or (b) the Replacement Open Space acreage has previously been designated by the Town as Replacement Open Space;

4. The Replacement Open Space is located within any subarea plan as depicted on the 2012 Open Space Map, or Lot 420 subject to compliance with the provisions of section I below, in which case the Replacement Open Space shall be deemed to be in the same general location as the active open space parcels that have been rezoned and replatted for resort development purposes; and,

5. San Miguel County receives a courtesy referral of any such application and has 21 days following such referral to provide comments to the Town.

H. *Lot Line Adjustments.* Lot line adjustments that affect open space are permitted, subject to the approval of the Town, but only to the extent that there is no net loss of open space as required herein.

Per review of the 1999 Settlement Agreement and the 2013 IGA, both require Open Space to be platted, but do not indicate whether that requires a separate parcel. As such, Staff recommends that the open space overlays will be depicted on the final subdivision plat – with a unique hatch or fill pattern – and the corresponding acreage is called out on the plat. The open space overlays contribute to the Town’s open space calculations for pass and active open space.

Staff Note: Within the updated submittal – on the replat – the open space areas are depicted with a hatch, labeled individually, and each tract’s SF is identified.

17.4.13.F.1.e. General Easements. Each lot shall provide for a 16’ general easement that is consistent with the general easement requirements set forth in the Zoning and Land Use Regulations.

The applicants are depicting 8’ General Easements between newly created single-family lots, and the CDC otherwise requires 16’ general easements around the entire boundary of newly created properties. Staff is comfortable with a reduction from 16’ to 8’ as shown, which is consistent with the approval of a similar property along Country Club Drive within the past few years.

Subsequent to the DRB meeting, staff recommended to the applicant a compromise so that the GE’s are maintained but the uses are limited to below grade utilities, no above grade public access and that the Town of Mountain Village would be the sole beneficiary for the newly created GE’s that are depicted at 8’. The applicants were amendable to this compromise.

c) The proposed density is assigned to the lot by the official land use and density allocation, or the applicant is processing a concurrent rezoning and density transfer;

Proposed development is processing a Rezoning and Density transfer application concurrently. Both Lot 126R and 152R are currently zoned as multi-family housing. Proposed zoning for Lot 126R is single-family lots and multi-family condominium units for Lot 152R, therefore reducing the current density of 355 persons to 60 persons.

d) The proposed subdivision is consistent with the applicable Subdivision Regulations;

The proposed subdivision is consistent with the applicable Subdivision regulations set forth in the Development Code except for the GEs shown within the single-family lots which are showing a staff-supported reduction from 16' 'to 8' as depicted and noted above.

The newly created private drive, an access tract, is noted to remain private, privately maintained and no representations or expectation that the town would take over maintenance of this road.

e) Adequate public facilities and services are available to serve the intended land uses;

The applicant provided a will serve letter from the utility company, and the proposed development has included a Landscape Architect and Civil Engineer on the design team who have worked closely with the utility company to confirm and provide adequate public facilities and services for future development of single-family multi-family condominium units as well as the proposed clubhouse facilities.

The relocation of a gas regulator station is proposed in this application, and was the subject of both Referral Comments and Public Comment. In the initial submittal, this gas regulator station was proposed to be relocated from its existing location on proposed Lot 126-2 to the eastern boundary of the property of proposed Lot 126-1, where it would be screened with landscaping. Upon further discussion and examination, the Applicant has indicated that the gas regulator station will remain on proposed Lot 126-2, but will move to the northwest corner of the property, as shown in the drawings, where it will be screened with landscaping, but still accessible via the proposed Boomerang Trail easement on proposed Lot 126-2.

Staff Note: A Utility Plan was required prior to the 2nd reading of a rezoning ordinance and a corresponding subdivision resolution, and has been included as Sheet C3 – Utility Mains in the *Attachment Aa Plan Set*.

f) The applicant has provided evidence to show that all areas of the proposed subdivision that may involve soil or geological conditions that may present hazards or that may require special precautions have been identified, and that the proposed uses are compatible with such conditions;

The applicant has provided a geotechnical report identifying necessary precautions. No other soil or geological conditions 'that may present hazards or may require special precautions' have been identified on site.

Applicant has also identified topography with a thirty percent slope or greater in an overlay on the proposed development plans, carefully considering those slopes in the lot design and layout.

g) Subdivision access is in compliance with Town standards and codes unless specific variances have been granted in accordance with the variance provisions of this CDC; and

The proposed subdivision abides by the majority of applicable Zoning and Land Use regulations. The applicants are asking for a reduction of the general easement required of 16' around the newly created single-family properties from 16' to 8' general easements. Here is the standard not being met:

17.4.13.F.1.e. *General easement.* Each lot shall provide for a sixteen (16) foot, general easement that is consistent with the general easement requirements set forth in the Zoning and Land Use Regulations.

The CDC also states that the review authority may not apply a general easement or setback to a subdivision, lot or development if the Town has previously established a general easement for the whole subdivision, or different setbacks, easements or other restrictions that limit development to a certain area of a lot. Thus, the Town Council has discretion to approve GE's less than 16' with this application, which Staff is supportive of, as previously noted.

Ridgeline Lot. Pursuant to 17.5.16.A2, Lot 126R is classified as a Ridgeline Lot and subject to the Ridgeline Lot regulations found at 17.5.16. San Miguel County was sent a referral consistent with the Settlement Agreement requirements. Referral comments from the County are included in your packet.

h) The proposed subdivision meets all applicable Town regulations and standards.

The proposed subdivision is consistent with all applicable Town regulations and standards, except as noted above.

F. Subdivision Design Standards and General Standards

1. Lot Standards (a-f)

The proposed subdivision meets the majority of the requirements of Subsection (F)(1): Lot Standards including, but not limited to, minimum frontage requirements, Vehicular and Utility Access, Minimum Lot Size, Solar Access and Design of Lots.

Standard 17.4.13.F.1.e, "*General Easement.* Each lot shall provide for a sixteen (16) foot, general easement that is consistent with the general easement requirements set forth in the Zoning and Land Use Regulations," is not being met, as is noted above. The applicants are asking for a reduction of the general easement required of 16' around the newly created single-family properties from 16' to 8' general easements. Staff supports this proposed change as previously noted.

2. Environmental Standards (a-c)

Environmental impacts to the lots have been minimized by ensuring that the proposed development integrates into the existing site topography as well as through the preservation and protection natural features such as the ridgeline and proposed open space to buffer a wetland on Lot 152R from disturbance. Layout of the lots, alignment of roads, trails, driveways, trails and other site features were carefully considered to minimize disturbance to slopes and to best integrate future development within the natural topography. Development on steep slopes will be prohibited throughout the subdivision to the greatest extent possible. Large trees, canopy coverage, open space and trail access have been preserved to best serve the community and trail access. Future development on lot 126R will be sensitive to surrounding views by fitting within the topography and abiding by all ridgeline development requirements. No area of environmental hazards have been identified on either Lot 126R or 152R.

Wetlands have been identified and are being avoided.

3. Drainage

All drainage complies with applicable standards and has been designed and stamped by a State of Colorado licensed engineer.

G. Fire Protection (1-4)

Water supply, fire flow and hydrants comply with all requirements of the Fire Code. Fire mitigation, such as proposed defensible space, and forest management of the open spaces and proposed development will be the sole responsibility of the applicant. Prior to development a wildfire mitigation plan will be developed by the applicant for the subdivision as well as the open space. All emergency access roads as well as access to water supply and hydrants will be installed and serviced prior to development and will remain accessible throughout the duration of any future construction.

H. Street Improvements (1-9)

An Access Plan has been developed by a State of Colorado licensed engineer that identifies a preliminary layout as well as approximate grades. The applicant will be responsible for the private road construction and maintenance however will allow the road to be used as a public right-of-way by the Town and will coordinate with the Town as needed for the curb cut and intersections with Country Club Drive. Necessary signage and safety devices will be implemented to ensure both vehicular and pedestrian safety. If public access is allowed on the private drive, this can be integrated into the development agreement as needed.

The development will provide enhanced access and circulation to existing trails by constructing and maintaining a crosswalk with striping, a six foot (6') paved sidewalk and (6') gravel path, that meets all applicable standards, within the Town's right-of-way to connect Big Billie's Trail with both Boomerang and Jurassic Trail. The development will also provide – as shown in *Attachment Aa: Plan Set* – a 5.5' wide curb and cutter sidewalk as well as a dedicated 6' wide bicycle climbing lane on the eastbound/south side (uphill) of Country Club Drive.

Proposed development has been designed by an engineer to address all necessary drainage improvements for the proposed subdivision.

A commitment will be required from the owner's association to be responsible for the removal of all snow from the sidewalk and driveways/curb cuts off Country Club Drive and the private Access Tract. This will be addressed in the development agreement.

The fire department has reviewed the access and ensured there is appropriate fire turn-around area.

Applicant will be responsible for providing lighting along Country Club Drive and its new sidewalks and crosswalk, and the Town expects the Lot 126/152 project to repave Country Club Drive for its full width over the length of the project extents, due to all of the work being done in the roadway, as articulated in the Development Agreement.

I. Water, Sewage Disposal & Utilities (1-5)

The Applicant has met with and has received approval from the Utility company for adequate services to the Subdivision. All water, sewer disposal and utility improvements have been designed and developed to be located underground by a Colorado state licensed engineer in accordance with Town Water and Sewer Regulations as well as requirements set forth by utility agencies including but not limited to Mountain Village Cable, San Miguel Power Association, Source Gas and Century Link. Relocated above ground gas facilities and emergency shut off valve will be screened through the use of landscaping.

Applicant will be required, as a condition of approval, to provide water, sewage disposal and utility improvements as articulated in Section 17.4.13 of the CDC.

Applicant shows the proposed relocation of the gas regulator stations and appropriate screening as a part of the *Attachment Aa* Plan Set. The utilities plan shall be consistent with 17.4.13.I.5. Required utility improvements.

J. Required Dedications and Easements (1-9)

The private Access Tract through the proposed subdivision will be a private road with all maintenance being the responsibility of the Applicant and/or future owners association. To run internal utilities as well as to provide some buffering between the single-family lots, 8' general easements, consistent with the CDC, have been proposed around the perimeter of each single-family lot.

Staff Note: As stated previously, this does not meet Standard 17.4.13.F.1.e, "*General Easement*. Each lot shall provide for a sixteen (16) foot, general easement that is consistent with the general easement requirements set forth in the Zoning and Land Use Regulations." However, Staff supports this proposal.

The applicant will not be pursuing the OSP-118 trail relocation contemplated under the 2007 PUD, but rather is proposing a new trail connection alignment over a portion of proposed Lot 126R-2 and a dedication of a public easement. As a result, newly configured open space on Lot 126R-1 will not be disturbed, which will eliminate the impacts on the lots adjacent to Lot 126R-1 from public trail use. Access to the Jurassic Trail will be maintained through the public trail easement created for the Boomerang Road/Trail realignment. Staff recommends the applicant design and pay for the trail relocation, which will need to meet town approvals and standards, while as part of the easement agreement the town will agree to maintain the trail once constructed. This is captured in the development agreement.

There are also a series of existing easements associated with the prior 2007 approval and plat. How these are being managed is addressed in the development agreement.

K. Maintenance of Common Areas

The maintenance of common areas is the sole responsibility of the Applicant and/or owners associations created for the development will be included in the Development Agreement for the Property. With respect to the Private Access Tract, the Town should have the right, but no obligation, to perform maintenance if the HOA fails to do so and bill the costs back to the HOA.

L. Public Improvements Policy

Applicant has developed a list of public improvements, including estimated costs and timing of construction, incorporated into the Development Agreement. The applicant will comply with all requirements within said agreement, which shall be in a form and manner approved by the Town Attorney. The Development Agreement will require a letter of credit or similar security to ensure that all public improvements are completed.

M. Subdivision, Road and Driveway Naming Requirements (1-6)

Final subdivision plat will abide by all required subdivision, road and driveway naming requirements. We will work with the county 911 coordinator to appropriately address the properties.

N. Plat Standards (1-6)

Final subdivision plat contains all required CDC subdivision elements, monument standards, plat notes and certifications, provisions of digital plat data and provision of digital copy final recorded legal instruments and has been developed by a Colorado licensed surveyor.

17.5.16 Subdivision Regulations:

A. Ridgeline Lots (2)

Lot 126R is outlined in CDC Section 17.5.16(A)(2) as a Ridgeline Lot. Future development will adhere to all requirements set forth in the Code including maximum building height, exterior lighting, varied facades, landscaping, fitting within the natural topography, materials, etc., and will be confirmed through subsequent Design Review. Staff added a condition of approval that indemnifies the town should the county have issue in the future regarding the Ridgeline Lot regulations as it relates to Lot 126R.

STAFF ANALYSIS

Staff was aware of three outstanding issues at the February 16th meeting:

- **Employee condominium unit.** A question of whether the one employee condominium could count as mitigation of the multi-family units as it relates to the employee housing mitigation requirements. Town Council determined that it could, and therefore it is no longer an issue.
- **Bike Lane.** The applicant has included this request in the updated application, and therefore it is no longer an issue.
- **Height restrictions on 152R.** The DRB and the public recommended a condition of additional height restrictions on Lot 152R applicable to the multi-family zoned property. Town Council decided not to condition approval on additional height restrictions, and therefore it is no longer an issue.

The applicants have addressed the employee condominium unit and bike lane. Town Council did not further condition height restrictions at the February hearing.

Staff Note: As noted in the conditions of this approval, *the trail and access easement area shall accommodate the turning radius of snow grooming equipment, and should the easement area need to be altered from the plans and specifications submitted as part of this approval, such alteration may be approved by Town staff.*

RECOMMENDATION

Staff recommends approval by Resolution of a major subdivision to allow replatting the aforementioned properties into newly created Lots 126R-1, 126R-2, 126R-3, 126R-4, 126R-5, 126R-6, 126R-7, 126R-8, and 126R-9, as well as Access Tract 126R, as shown in its proposed configuration on the Replat. Staff recommends the following motion:

I move to approve a Resolution regarding a Major Subdivision to replat Lots 126R and OSP-118 and OSP-126 into Lots 126R-1, 126R-2, 126R-3, 126R-4, 126R-5, 126R-6, 126R-7, 126R-8, and 126R-9, and Access Tract 126R, consistent with the tables, minor corrections, findings, and conditions as set forth in the staff memo:

Current Lot and Parcels, Zoning and Acreage

Lot/Parcel	Current Zoning	Current Acreage
Lot 126R	Multi-Family	3.11 Acres
OSP-118	Active/passive open space	0.65 Acres
OSP-126	Passive open space	0.26 Acres

Proposed Lots and Parcels, Zoning and Acreage

Lot/Parcel	Proposed Zoning	Proposed Acreage
Lot 126R-1	Single-Family /	0.32 Acres
	Resource Conservation	0.555 Acres
	Active Open Space Overlay	0.875 Acres Total
Lot 126R-2	Single-Family	0.310 Acres
Lot 126R-3	Single-Family	0.213 Acres
Lot 126R-4	Single-Family	0.222 Acres
Lot 126R-5	Single-Family	0.201 Acres
Lot 126R-6	Single-Family	0.357 Acres
Lot 126R-7	Single-Family	0.402 Acres
	Passive Open Space Overlay	0.057 Acres
		0.459 Acres Total
Lot 126R-8	Single-Family	0.407 Acres
	Passive Open Space Overlay	0.035 Acres
		0.442 Acres Total

Lot 126R-9	Single-Family	0.248 Acres
	Passive Open Space Overlay	0.254 Acres
		0.502 Acres Total
Access Tract 126	Right of Way Active Open Space	0.442 Acres
Open Space	Resource Conservation Active Open Space (126R-1)*	**24,336 SF (0.56 Acres)
	**Passive Open Space	
	126R-7*	2,462 SF
	126R-8*	1,541 SF
	126R-9*	<u>11,085 SF</u>
		15,088 SF (0.35 Acres Total)
		39,424 SF (0.91 Acres Total)

**as depicted on the proposed replat*

***There appear to be two errors that will need be to be corrected on the final plat. Lot 126R-7 is mis-labeled as Lot 126R-8 and the total square footage of open space is off by one s.f. and should read 39,424 per above. These can be ministerial changes captured with the plat recordation. Additionally, there appears to be an error on sheet L5 – Proposed Zoning & Open Space Changes in the Plan Set, where the acreage for the Passive Open Space Overlay (126R-7, 126R-8, 126R-9) should show 0.35 Acres instead of 0.361 Acres, to be consistent with the proposed replat.*

and with the following findings:

- 1. The proposed major subdivision is in general conformance with the future land use map and Comprehensive Plan.*
- 2. The proposed major subdivision is consistent with the criteria for review*
- 3. The proposed major subdivision is consistent with the subdivision purpose and intent at 17.4.13.A.*
- 4. The proposed access tract will remain in private ownership and privately maintained by the owner/future HOA.*
- 5. Consistent with CDC Section 17.4.4.D.2.d. the applicants indicated a form a homeowner’s association to hold and maintain common property or common improvements in a condominium community.*
- 6. Pursuant to CDC Section 17.5.16 Lot 126R is identified as a Ridgeline Lot and subject to the Ridgeline Lot requirements.*
- 7. The town will work with the county 911 emergency coordinator to appropriately address the property prior to issuance of a building permit.*
- 8. The applicant will conform to the public improvements to the requirements of CDC Section 17.4.13.L. Public Improvements Policy and as found in the associated Development Agreement.*
- 9. The applicants have agreed to mitigate new construction as it relates to the housing mitigation requirements at 100% for development for all proposed uses.*
- 10. The onsite employee housing unit counts towards the housing mitigation requirements for Lot 152R.*

And the following conditions:

1. The Town Council must separately approve the related Rezoning Application for the Property. If the Rezoning Application is not approved within ninety (90) days after adoption of this Resolution, this Resolution shall become null and void.
2. All conditions of the approval as set forth in Town Council Ordinance No. 2023-__ (“**Rezoning Approval**”) are conditions of this Subdivision Approval.
3. The Town and Developer shall enter into a Development Agreement in substantially the form set forth in Exhibit C, attached hereto, which shall incorporate by reference all conditions of this Subdivision Approval and the Rezoning Approval. The final form of the Development Agreement and related exhibits may be approved by the Town Manager without further action by the Town Council, provided the agreement is consistent with this Resolution and the Rezoning Approval.

All Public Improvements to be dedicated to the Town, including those required as conditions of the Subdivision Approval, shall be constructed by the Developer at its expense pursuant to plans and specifications approved by the Town Engineer, and the Developer shall provide a letter of credit or other security, in a form subject to approval by the Town Manager (which shall not be unreasonably withheld), to secure the construction and completion of such improvements based on engineering cost estimates to be approved by the Town Engineer. The procedures for providing and releasing security, inspection and acceptance of public dedications, and construction warranties shall be addressed in the Development Agreement and/or a supplement thereto to be executed prior to issuance of a building permit when final plans and specifications and cost estimates are complete.

The Developer shall coordinate with Town Staff and the Town Attorney to ensure that the Property Replat creates all necessary easements, vacates all obsolete easements over the Property or Town-owned property, and modifies existing easements as appropriate prior to recordation of the Property Replat, provided that certain easements as identified in the Development Agreement may be granted after construction based on as-built conditions but prior to a certificate of occupancy for the structures such easements are intended to benefit. Any covenants or easements to be created or amended must be provided for review and approval by the Town Attorney prior to recordation of the Property Replat. Any such easement agreements with the Town shall be recorded at the same time as the Property Replat.

4. The Developer shall adequately address facility sites, easements, and rights of access for electrical and natural gas utility service sufficient to ensure reliable and adequate service for the Property.
5. Any utility lines that are abandoned and not relocated shall be remediated appropriately by the Developer in accordance with the conditions of the building permit issued for the Property.
6. The Developer shall submit a revised utility plan prior to Subdivision Approval that includes water and sewer service lines to each property line in accordance with CDC Section 17.4.13.1.1-5.

7. *The private road within the proposed development on the Property shall be owned and maintained by the owners' association, and the declaration of covenants for the Property shall give the Town the right, but not the obligation, to maintain the road if the association fails to do so, to bill the association for all such expenses incurred by the Town, and to lien all or a portion of the Property if the association fails to pay.*
8. *The Developer shall relocate and maintain the 16' wide trail connection from Country Club Drive to the junction of the Jurassic/Boomerang Trails. The Developer shall revise the civil drawings to show the trail and access easement in more detail, including decomposed granite/trail mix meeting Town specifications, and no hardscape or landscape in this area to accommodate snowcats for access. The trail and access easement shall be granted to the Town on or before the recordation of the Property Replat but may be modified after construction based on a survey of as-built conditions. The trail and access easement area shall accommodate the turning radius of snow grooming equipment, and should the easement area need to be altered from the plans and specifications submitted as part of this approval, such alteration may be approved by Town staff.*
9. *The single-family setback shall be renamed to "General Easement" on the Replat and reduced from 16' to 8'. The Town will draft the General Easement plat note, which shall name the Town as beneficiary and limit the General Easement to below-grade utilities with no public access.*
10. *Town Staff will review and must approve the final proposed Property Replat to verify consistency with CDC Section 17.4.13.N Plat Standards, including subsection 3 Plat Notes and Certifications, and provide redline comments to the Developer prior to execution of the final mylar.*
11. *Town Staff has the authority to provide ministerial and conforming comments on the mylar prior to recordation of the Property Replat.*
12. *Permanent monuments on the external boundary of the subdivision shall be set within thirty (30) days of the recording of the Property Replat. Block and lot monuments shall be set pursuant to C.R.S. § 38-51-101. All monuments shall be located and described. Information adequate to locate all monuments shall be noted on the Property Replat.*
13. *All recording fees related to the recording of the Property Replat in the records of the San Miguel County Clerk and Recorder shall be paid by the Developer.*
14. *The Developer will work with Town Staff and San Miguel County's Emergency Management Coordinator to create a street address for the Property consistent with applicable regulations.*
15. *The Developer shall be responsible for any additional street improvements that may be determined necessary by the Town following the Town's review of final construction drawings for the project described in the Subdivision Application, and Town Staff shall have authority to enter into an amendment to the Development Agreement to provide for any such additional street improvements and security therefor.*
16. *The affordable housing deed restriction shall be finalized prior to recordation of the Property Replat.*

17. All representations of the Developer, whether within the Subdivision Application materials or made at the DRB or Town Council meetings, are conditions of this Subdivision Approval.

18. The subdivision approval is valid for 18 months.

This motion is based on the evidence and testimony provided at a public hearing held on April 20, 2023, with notice of such hearing as required by the Community Development Code.

BASE Telluride

2022 Lots 126R | 152R Major Subdivision Application

Original Submission: September 2022

Revised as of December 15th, 2022
And
Revised as of January 13th, 2023
And
Revised as of February 28th, 2023

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Development Narrative

BACKGROUND

In 2007, the Town of Mountain Village (“**Town**”) approved a Planned Use Development (“**2007 PUD**”) for Lot 152R, Lot 126R, OSP-118 and OSP-126 (collectively, the “**PUD Property**”). The 2007 PUD approved the development of a detailed site-specific development plan for the Property as a hotel project with associated condominium units, commercial space and workforce housing (see Table 1 below) and included the transfer of additional density to the PUD Property and several variances, including increased building heights, increased site coverage and massing. The 2007 PUD was approved under the Town’s Land Use Ordinance (“**LUO**”), which provided for a three-year approval period for the PUD and the associated vested rights. The 2007 PUD approval and associated vested rights were extended in 2010 and again in 2013 and ultimately expired on March 18, 2018.

On February 15, 2018, the Town and the then owner of the Property entered into a “Standstill Agreement” that provided for a period of time for the parties to explore potential Major PUD Amendments to the 2007 PUD under the Town’s Community Development Code (“**CDC**”) (which replaced the LUO in 2013). In connection with the Standstill Agreement, prior owners of the Property engaged in various open house styled discussions and work sessions with the Town and community to explore plans to reduce the density and intensity of the development of the PUD Property. An application for an amendment to the 2007 PUD was heard by Town Council on November 21, 2019 but was withdrawn by the applicant during the Town Council meeting given the concerns raised during public comment and by Town Council regarding the amount of density and the intensity of the development proposed by the applicant. The Standstill Agreement terminated as of June 15, 2020.

The 2007 PUD involved a replat of Lot 126, Lot 130, Lot 118 into replatted Lot 126R and the creation of new open space parcels OSP-118 and OSP-126. Lots 152A, 152B, 152C and portions of OS-1R were replatted into Lot 152R. Density allocated to the subject lots was rezoned and additional density was transferred onto the PUD Property and a detailed site-specific development plan was approved under the 2007 PUD. While the 2007 PUD has expired, the replat and density transfers approved under the 2007 PUD approvals were completed and recorded on October 12, 2007, resulting in the lot and parcel configurations, zoning and densities for the PUD Property as set forth in Table 1.

Base Telluride, LLC, a Colorado limited liability company (“**Base Telluride**” or “**Applicant**”) purchased the PUD Property in September 2021. Prior to closing on the purchase of the PUD Property, the Applicant engaged in discussions with neighboring property owners, community members and representatives of the Town in order to understand the neighborhood and community vision and goals related to the development of the Property and the concerns raised in connection with prior development proposals. The Applicant continued to engage in discussions with Town representatives, Town staff and consultants, neighboring property owners and community members after closing on the Property. Those discussions were invaluable and guided the Applicant’s development proposal to significantly reduce the density on both Lot 126R and Lot 152R and to rezone Lot 126R from Multi-family to Single Family and to reconsider the most meaningful relocation of trails to access Boomerang Trail.

In discussing development of the PUD Property with Town staff, it was recommended that the Applicant rezone the PUD Property prior to submitting Design Review applications for the PUD Property.

A Rezone and Density Transfer Application for the PUD Property is being processed concurrently with this Major Subdivision Application, which proposes to:

- (i) rezone Lot 126R from Multi-family to Single Family;
- (ii) rezone 12 Condominium Units (36 persons) on Lot 126R to 9 Single Family Units (36 persons);
- (iii) transfer one (1) Employee Apartment Unit (3 persons) from Lot 126R to Lot 152R and rezone to one (1) Employee Condominium unit (3 persons);
- (iv) transfer all excess density on Lot 126R into the Town of Mountain Village Density Bank, including 17 Employee Dorms and 4 Employee Apartments;
- (v) rezone a portion of OSP-118 consisting of 0.095 acres, which is being replatted in accordance with this Major Subdivision Application as part of Single Family Lot 126R-1, from Active/Passive Open Space to Single Family;
- (vi) rezone a portion of Lot 126R from Multi-Family to Passive Open Space to constitute Replacement Open Space related to the replat of OSP-118 of 0.095 acres;
- (vii) rezone the remainder of OSP-118 consisting of 0.555 acres to Resource Conservation Active Open Space in accordance with the Future Land Use Map set forth in the Comp Plan, as currently proposed and as proposed to be amended;
- (viii) transfer 15 Condominium Units from Lot 152R to the Town of Mountain Village Density Bank.

SUMMARY OF PROPOSED DEVELOPMENT

The Applicant proposes to rezone and subdivide Lot 126R from Multi-family to nine (9) Single Family lots, reallocate OSP-118 and transfer the excess density into the Town of Mountain Village Density Bank and has applied for a Rezoning and Density Transfer Application concurrently. Lot 152R will retain its current Multi-family zoning, however, the density will be significantly reduced from 23 Condominium Units to 8 Condominium Units.

SUMMARY OF MAJOR SUBDIVISION APPLICATION

This Major Subdivision Application applies primarily to Lot 126R, OSP-118 and OSP-126. No subdivision or replatting of Lot 152R is proposed by the Applicant, however, the Applicant is proposing to vacate the Temporary Public Road Easement on Lot 152R. The current platting, zoning and acreage of Lot 126R, OSP-126 and OSP-118 (hereinafter, the "Property") is set forth in Table 1 below. The proposed platting, zoning and acreage for the Property is set forth in Table 2 below.

The Applicant proposes to subdivide Lot 126R from one (1) Multi-Family Lot to nine (9) Single Family Lots. OSP-126 will maintain the existing Passive Open Space Zoning designation.

A portion of OSP-118 consisting of 0.095 acres is proposed to be replatted into Single Family Lot 126R-1 and rezoned from Active/Passive Open Space to Single Family. The remainder of OSP-118 consisting of 0.555 acres will be rezoned from Active/Passive Open Space to Resource Conservation Active Open Space consistent with the Future Land Use Map set forth in the Comp Plan. Replacement Open Space will be created by rezoning a portion of existing Lot 126R consisting of 0.095 acres from Multi-family to

Passive Open Space (contiguous with OSP-126), which will be replatted as part of Single Family Lots 126R-7 and 126R-8.

As a result, three Single Family Lots, Lots 126-7, 126-8 and 126-9, will have split zoning of both Single Family and Passive Open Space and one Single Family Lot, 126-1, will have split zoning of both Single Family and Resource Conservation Active Open Space. There is no net loss of open space as a result of this Major Subdivision Application and the concurrent Rezone and Density Transfer Application. There is an increase in passive open space of 0.095 acres.

CURRENT LOT AND PARCELS, ZONING AND ACREAGE

Table 1

LOT/PARCEL	CURRENT ZONING	CURRENT ACREAGE
Lot 126-R	Multi-Family	3.11 Acres
OSP-126	Passive Open Space	0.26 Acres
OSP-118	Active/Passive Open Space	0.65 Acres

PROPOSED LOTS AND PARCELS, ZONING AND ACREAGE

Table 2

LOT/PARCEL	PROPOSED ZONING	PROPOSED ACREAGE
126R-1	SINGLE FAMILY/	0.32
	RESOURCE CONSERVATION ACTIVE OPEN SPACE	0.555
		0.875 TOTAL
126R-2	SINGLE FAMILY	0.310
126R-3	SINGLE FAMILY	0.213
126R-4	SINGLE FAMILY	0.222
126R-5	SINGLE FAMILY	0.201
126R-6	SINGLE FAMILY	0.357
126R-7	SINGLE FAMILY	0.402
	PASSIVE OPEN SPACE OVERLAY	0.057
		0.459 TOTAL
126R-8	SINGLE FAMILY	0.407
	PASSIVE OPEN SPACE OVERLAY	0.035
		0.442 TOTAL
126R-9	SINGLE FAMILY	0.248
	PASSIVE OPEN SPACE OVERLAY	0.254
		0.502 TOTAL
ACCESS TRACT 126	ACTIVE OPEN SPACE	0.442

OPEN SPACE	RESOURCE	0.559
	CONSERVATION ACTIVE OPEN SPACE OVERLAY (118)	
	PASSIVE OPEN SPACE OVERLAY (126)	0.346
		0.91 TOTAL

A private Access Tract (Tract 126-A) is proposed to be carved out of Lot 126R in order to provide one internal access from Country Club Drive to seven (7) of the Single Family Lots. The proposed private Access Tract is topographically positioned to ensure site development access to the uphill and downhill lots and is designed in accordance with the CDC's access road standards. Single Family Lots 126R-1 and 126R-2 will be accessed directly off Country Club Drive, similar to the majority of existing single family homes directly adjacent to Country Club Drive. Tract 126-A will be owned by the owners association formed for the Property, which will be responsible for all maintenance and repair, including snow removal.

The 2007 PUD contemplated a complex construction of trails on OSP-118 in order to relocate the connection from Mountain Village Boulevard to Boomerang Road/Trail from Lot 126R to OSP-118. The OSP-118 trail relocation involved substantial disturbance to the existing terrain. The Applicant will not be pursuing the OSP-118 trail relocation, but rather is proposing a new trail connection alignment over a portion of proposed Lot 126R-2. Access to the Jurassic Trail will be maintained through a proposed trail easement created for the Boomerang Road/Trail realignment.

LOT 126R

Lot 126R is proposed to be rezoned from one (1) Multi-family Lot and subdivided into nine (9) individual Single-Family Lots. All excess density will be moved to the Town of Mountain Village Density Bank, including most Employee Dorm and Employee Apartment units. One Employee Apartment on Lot 126R is proposed to be moved to Lot 152R and rezoned to Employee Condominium. Workforce Housing Requirements are discussed in further detail below.

LOT 152R

Lot 152R is included with this Major Subdivision Application for the sole purpose of vacating the temporary Public Road Easement located on Lot 152R recorded at Reception No. 397473.

A public sidewalk is proposed along 152R's general easement, parallel with Country Club Drive.

OPEN SPACE

The total acreage within currently platted OSP-118 and OSP-126 is 0.91 acres. The Town's 2012 Open Space Map references both open space parcels as Active Open Space, however the Development Agreement dated October 12, 2007 references OSP-126 as Passive Open Space and OSP-118 as Active/Passive Open Space.

As discussed above, OSP-126 is proposed to be vacated, however, the land area contained within OSP-126 will remain zoned as Passive Open Space. The land area of OSP-126 will be replatted into Single

Family Lots 126-9 and 126-9 and those lots will have split zoning of Single Family and Passive Open Space.

OSP-118 is proposed to be vacated and replatted into Lot 126-1. A portion of OSP-118 consisting of 0.091 acres will be rezoned from Active/Passive Open Space to Single Family and merged into Lot 126-1. The Replacement Open Space required for the rezoning of 0.091 acres of OSP-118 to Single Family is created by rezoning 0.091 acres of Lot 126R from Multi-family to Passive Open Space and that land area will be incorporated into Lot 126-7, Lot 126-8 and Lot 126-9, which will have split zoning of Single Family and Passive Open Space. The remaining land area of OSP-118 which is being replatted into Lot 126R-1 consisting of 0.559 acres is proposed to be rezoned to Resource Conservation Active Open Space. Lot 126R-1 will have split zoning of Single Family and Resource Conservation Active Open Space

Total Passive Open Space proposed by this Application is 0.346 acres (an increase of 0.091 acres) and is contained within Lots 126-7, 126-8 and 126-9. Total Resource Conservation Active Open Space proposed by this Application is 0.559 acres and is contained within Lot 126-1. Total Open Space is 0.91 acres, therefore, there is no net loss of Open Space under this Application.

RELOCATION OF GAS REGULATOR STATION

A gas regulator station is currently located on portions of Lot 126R and Lot 152R as shown in the photographs below. Representatives of the Applicant, Town staff and Black Hill's Energy have met onsite and discussed the relocation of the gas regulator station from its existing location. The Applicant is proposing to relocate the gas regulator stations within Lot 126R-2 as depicted in the diagrams below. Landscaping is proposed to buffer the regulator both from Country Club Drive and the Single Family lots adjacent to the regulator.



Figure 1 – Image of existing gas regulator station on Lot 126R shown in red box.

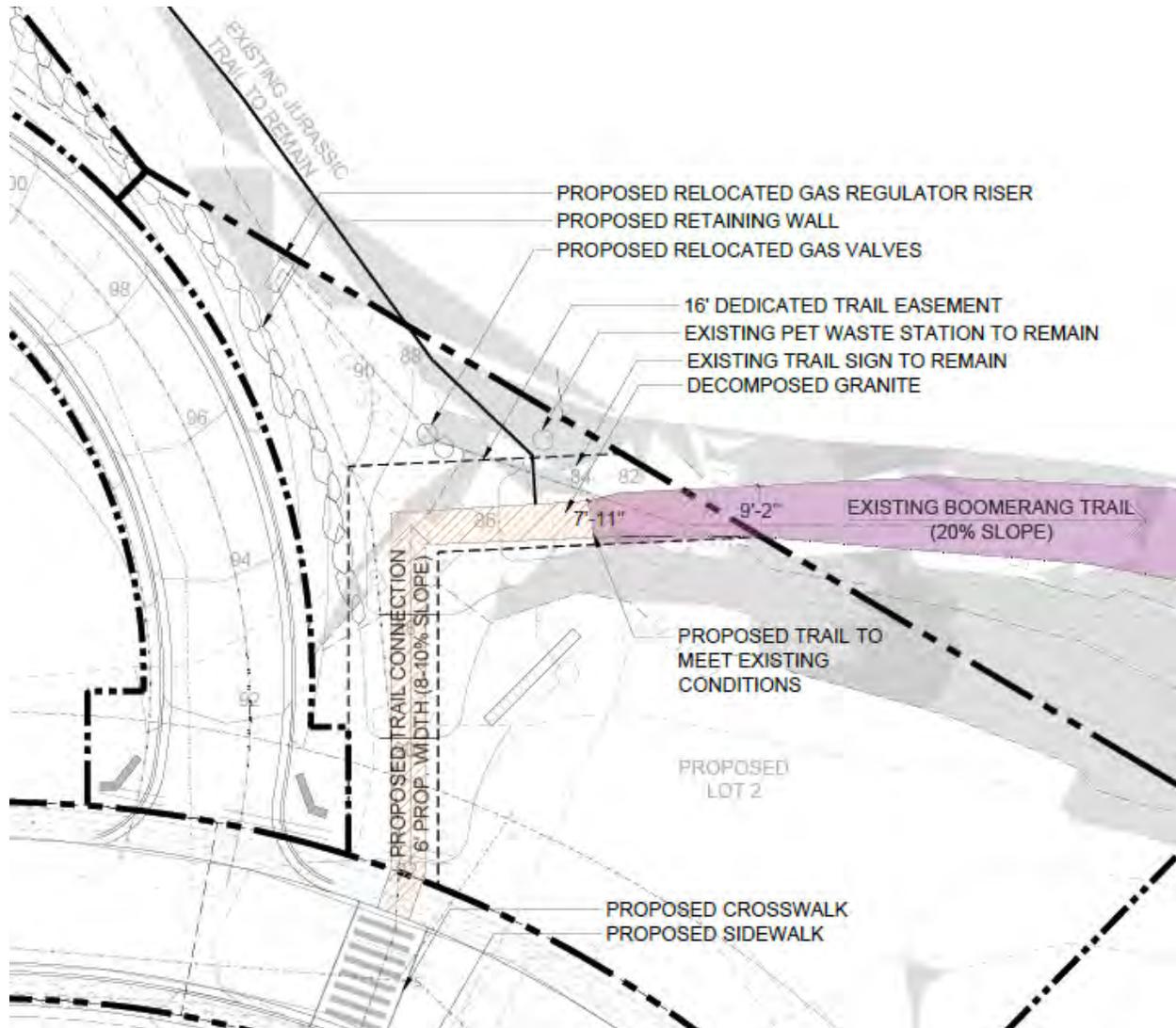


Figure 2 – Diagram showing relocation of existing gas regulator station on Lot 126.

BUILDING HEIGHT

The newly created Single Family lots on Lot 126R will be subject to the maximum height limits for Single Family lots under the CDC, resulting in a reduction in the maximum heights allowed on Lot 126R from 48 feet (Multi-Family) to 35 feet (Single Family).

LOT COVERAGE

The newly created Single Family lots will be subject to a maximum lot coverage of 40% under the CDC, which results in the reduction in the allowed lot coverage for Lot 126R from 60% (Multi-Family) to less than 40% (Single Family).

GENERAL EASEMENTS

General Easements (“GE”) are currently platted along the boundary of Lot 126R that is adjacent to Country Club Drive (“Country Club Drive GE’s”). One additional GE is currently platted along the western boundary of Lot 126R (“Western GE”). The Applicant proposes to maintain all currently platted

GE's on Lot 126R. A new 16' GE is proposed on the eastern boundary of Lot 126R-1. Internal 8' general easements are proposed for the Single Family lots providing separation between the Single Family dwellings and additional room to run utilities (if needed) and to accommodate drainage, grading, and snow storage. Limited uses are proposed to be developed for the internal 8' general easements through a development agreement with the Town.

Existing utilities are primarily located within the right-of-way of Country Club Drive and will remain there. Proposed utilities for the Single Family Lots will be run within the private Access Tract 126 and within the internal general easements to the greatest extent possible.

PROPOSED LEGAL INSTRUMENTS AND SITE MAINTENANCE

The Applicant intends to develop both Lot 152R and the Lot 126R Single Family lots in an integrated development that will include the creation of a common interest community and an owner's association for the entire Property. It is possible that two separate common interest communities will be created for the Lot 126R Single Family lots and the Lot 152R Multi-Family units. As part of this Major Subdivision Application and the concurrent Rezoning and Density Transfer Application (collectively, the "**Applications**"), the Applicant will guarantee that the Applicant and/or the owners association(s) created for the properties (as applicable), shall be solely responsible for: (i) construction of all subdivision improvements and private Access Tract 126R; and (ii) the maintenance, repair and replacement, including snow removal, for private Access Tract 126R, all driveways accessing Lot 152R and Single Family Lots 126R-1 and 126R-2 and all common elements which may ultimately be developed on the properties.

Restrictive plat notes will be included on the Replat of the Property to ensure compliance with the open space overlays on Single Family Lots 126-1, 126-7, 126-8 and 126-9 and development restrictions will also be included in any common interest community governing documents applicable to the Lot 126 Single Family lots.

The Applicant contemplates that these obligation and restrictions will be conditions of approval by Town Council of the Applications and will be memorialized in a Development Agreement between the Applicant and the Town and reflected in a Plat Note on the Replat. The conditions of the Development Agreement shall be included in any condominium documents required to be approved by the Town as Class 1 Application(s).

COMPLIANCE WITH ZONING AND LAND USE

Single-family

All future development will adhere to building design, material, infrastructure, permitted accessory uses, site specific conditions and regulations in the CDC applicable to the Single-Family Zone District and designed to minimize impacts to the existing environment, natural resources, and character of the area. Buffering through the combination of general easements and open space, as well as landscaping will provide separation and screening from trail connections, adjacent land uses and existing residential development.

Open space

No development will occur within the Passive Open Space and Resource Conservation Active Open Space overlay areas on Single Family Lot 126-1, 126-7, 126-8, 126-9, except as may be permitted in the CDC for the respective open space zoning designations including cross-country, nordic skiing, storm drain infrastructure, forest management, enhancement (additional tree planting) and fire mitigation (tree

removal), landscaping infrastructure (metal edging, irrigation,), nature center, trails (such as mulch, sandset pavers or other softscape materials), and infrastructure.

The development proposes to enhance pedestrian and bicycle connectivity to existing community wide trails. Landscaping in the form of boulders, trees, shrubs, as well as other plantings will be used with the general easements and open space to buffer/screen open space and trails and both existing and proposed development. No proposed exterior lighting to be provided on open space. Noise will be limited to trail users and any equipment used for maintenance and wildfire mitigation and prevention.

TRAIL CONNECTION/EASEMENT

The proposed trail connection realignment follows the existing topography and connects to the Boomerang and Jurassic trail to maintain connectivity through an accessible slope for both pedestrians, bicyclists, Town of Mountain Village snowcat access and other trail

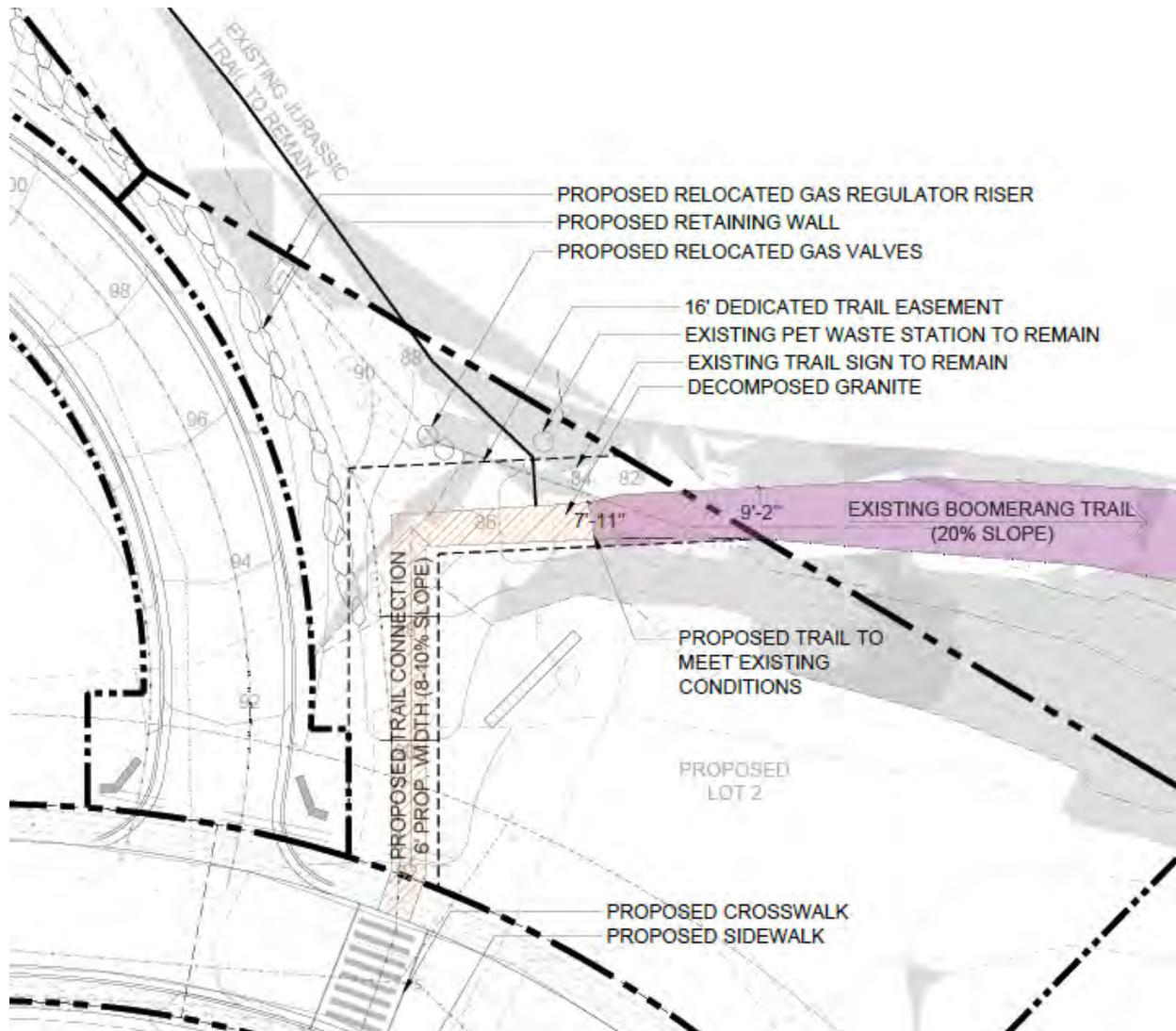


Figure 3 – Image showing proposed easement and trail connection to Jurassic and Boomerang trails.

DESIGN OF LOTS

All new development has been designed and developed by licensed professionals and meets all new subdivision regulations to ensure that all development provides adequate infrastructure, fits into the natural conditions of a site, and avoids land with development constraints. Both the proposed subdivision and open spaces have considered adjacent developments with sensitivity and has provided general easements and landscaping to provide buffering and screening.

A geotechnical report previously completed in 2007 by Professional Service Industries, Inc. for Lots 126R and 152R has been included with the package (see Exhibit C). During that time both lots were deemed suitable for development by the geotechnical report.

All lots within subdivision have been designed to have solar access. Proposed development meets development patterns envisioned in the Comprehensive Plan. The design of the lots was in consideration of the steep slopes on Lot 126R. The proposed private Access Tract is topographically positioned to provide site development access to uphill and downhill lots. Disturbance to steep slopes will be minimized to the greatest extent possible by stepping architectural finished floor elevations with the existing topography, balancing the use of retaining walls and grading and revegetating all disturbed slopes. The building area on each lot is adequate for development and meets the requirements set forth by the Subdivision Regulations. The design of the lots also considered both the utility service and utility system design as well as the capacity by working with the utility company to ensure requirements and standards were met with the proposed development and is verified in the attached Proof of Adequate utilities.

PRACTICABLE ALTERNATIVES ANALYSIS (PER SECTION 17.6.1 ENVIRONMENTAL REGULATIONS):

126R is platted with general easements and slopes greater than 30%. The proposed development has considered including the following:

- Wetlands: There are no wetlands located on Lot 126R.
- 126R General Easements: A sixteen foot (16') general easement is currently platted along Country Club Drive and the western property boundary. No changes to general easements are proposed. A new 16' GE is proposed along the east side of Lot 1 of 126R-1 boundary of Single Family Lot 126R-1. Driveway access to seven of the Single Family Lots is minimized by the creation of a shared private Access Tract. A stair and sidewalk connection are proposed on private Access Tract 126 to connect pedestrians to the accessory use club house proposed to be located on Lot 152R. The driveways for proposed Lots 126R-1 and 126R-2 are proposed to cross perpendicular to the existing GE's. The proposed private Access Tract and driveways do not exceed minimum Town standards for construction for private Access Tracts and driveways. Proposed utilities primarily follow the private Access Tract alignment. Address monuments are anticipated within the general easement and proposed private Access Tract. Natural landscaping without any man-made materials or hardscape (with the exception of the stair and sidewalk crossing) are anticipated. One trail connection from County Club Drive to the Boomerang Trail is proposed to cross western portion of Lot 126R-2 within the proposed public easement.

- Slopes Greater than 30%: Slopes greater than 30% are found in 126R, with a significant portion of the steep slopes believed to be manmade with the grading and creation of Country Club Drive. The proposed private Access Tract on 126R is topographically positioned to meet the Town's roadway engineering standards, position access along a topographic bench on the land with slopes less than 30% and limit development towards the ridgeline. Development in the steep slopes is significantly reduced with the downzone and density transfer anticipated by the development. The proposed disturbance is minimized to the greatest extent practical. A previous geotechnical report has been submitted, demonstrating no practical concern to building within the manmade and naturally occurring steep slopes greater than 30%.

WATER, SEWAGE DISPOSAL AND UTILITIES

The proposed development has included a landscape architect and civil engineer on the design team who have worked closely with the utility company to confirm and provide adequate public facilities and services for single-family lots and multi-family condominium units as well as the proposed clubhouse facilities. All water, sewer disposal and utility improvements have been located underground and designed by a Colorado state licensed engineer to meet all necessary requirements. Any required above ground facilities will be screened with landscaping.

SUBDIVISION, ROAD AND DRIVEWAY NAMING REQUIREMENTS

The final subdivision plat will abide by all required subdivision, road and driveway naming requirements under the CDC.

PROPOSED ROADS, DRIVEWAYS AND CONNECTIVITY

The development has provided access to each Single Family lot in the proposed subdivision which has been designed and engineered to be consistent with the private Access Tract standards, Subdivision regulations and other applicable provisions of the CDC. Design and layout of the private Access Tract and circulation including public, emergency, construction, maintenance, and service access was thoughtfully considered throughout the design process so that it is safe, efficient, adequate and meets standards set by the Town and requirements for emergency vehicle access and turnaround.

The private Access Tract through the proposed subdivision will be a private Access Tract in terms of construction and maintenance. The Applicant and/or applicable owners' association shall be responsible for the removal of all snow from the sidewalk and driveways/curb cuts off Country Club Drive and the private Access Tract. The proposed private Access Tract has been designed according to the private Access Tract standards set forth in the CDC. The private Access Tract shall be graded to max slope of eight percent (8%) with the first twenty feet (20') from the edge of Country Club Drive not exceeding a five percent (5%) slope. The proposed private Access Tract has been designed to meet the minimum roadway width of twenty feet (20') with ten feet (10') lanes and two feet (2') curb and gutters flanking both sides. The proposed private Access Tract also has been designed to meet all code requirements set forth by the CDC and building codes for emergency vehicular access and turnaround. All other lots are accessible by emergency access vehicles via Country Club Drive.

The Applicant will comply with all traffic control and safety devices as required by the Manual of Uniform Traffic Control Devices as well as any other street improvement that may be associated with the proposed subdivision.

A revegetation plan included in the Conceptual Landscaping Plan drawings details areas to be reseeded following proposed development as well as areas of proposed landscape screening and buffering.

Adjacent to active open space parcels owned by TSG, as well as numerous hiking and biking trails, the proposed development seeks to enhance connectivity to the abundance of recreation amenities for both residents and visitors by providing safe and meaningful trail connections for the community. The design of the lots looked at ways to enhance existing trail connections and future connectivity to the Village Center. To accomplish this the development is proposing a five and a half feet (5.5') sidewalk with a six inch (6") curb for total of six feet (6') width, along 152R mostly falling within the right-of-way of Country Club Drive and crosswalks to safely connect pedestrians and cyclists from Big Billie's trail to both Jurassic and Boomerang trail, other amenities/recreational opportunities, and planning for future connectivity to the Village Center. To further enhance the safety of those crossing Country Club Drive, a crosswalk will be made of an alternative paving material than the road as well as include striping for traffic calming. The development also proposes extending the sidewalk beyond the property boundary of Lot 152R to connect to Big Billie's trail to the nearby trail connections. Access to Boomerang and Jurassic trails has been maintained and enhanced through a single proposed trail connection that will link users to both trail systems and will minimize disturbance of the natural terrain. The proposed sidewalk to be located adjacent to Lot 152R encourages sidewalk connections if implemented by the town in the future.

ENTRY MONUMENT

The Applicant anticipates the development of an entry monument and landscaping on both sides of the private Access Tract where it meets Country Club Drive. The entry monument is located adjacent to proposed Lot 126-2 and Lot 125-3 and is positioned in such a way that it is visible to vehicular/pedestrian traffic from both directions of Country Club Drive without impeding vehicular line of sight. Design of the entry monuments will be determined in future project phases.

PRESERVATION OF RIDGELINES

According to CDC 17.5.16, lot 126R is a ridgeline lot. To preserve and protect distinctive natural resources and critical views, development on Lot 126R will abide by all ridgeline development and exterior lighting provisions and requirements set forth in the code for ridgeline lots including; varied facades, stepping foundations with the hillside to minimize cut, fill and vegetation removal, utilizing building and roof colors found naturally and to blend with the hillside. Reflective materials are not anticipated. Use of exterior lights on the east side of buildings will be minimized to the extent practical. All light will be shielded and recessed.

Compliance

COMPLIANCE WITH SUBDIVISION DESIGN STANDARDS AND GENERAL STANDARDS

Lot Standards - 17.4.13(F)(1)

Minimum frontage 50'

All lots are shown with a minimum frontage of fifty feet (50') per the requirements.

General vehicular and utility access

Each lot will have access to their residence. A private Access Tract drive through Lot 126R will be provided to ensure access to proposed lots 3-9 as well as utilities and code requirements for emergency vehicle access (refer to fire protection for more information). Proposed lots 1-2 as well as all proposed lots on 152R will be accessed through Country Club Drive.

Minimum Lot Size

All lots within the subdivision have been planned to have sufficient land area for the intended land use, single-family and multi-family residential as well as open space per the requirements of the CDC.

Solar Access

All lots within subdivision have been designed to have solar access as it is on an east – west axis and southern exposure.

General Easement

Both the proposed subdivision on Lot 126R, as well as Lot 152R, will include a sixteen foot (16') general easement along Country Club Drive. A sixteen foot (16') general easement is also proposed at the east and west boundary of Lot 126R, to buffer the proposed lot from adjacent existing residential development and to also serve as the location for the relocated gas facilities. At the property boundary where proposed lot meets the open space, the general easement is thought unnecessary, hence easement is not designated in those areas. around the perimeter of each lot. Existing utilities are primarily located within the right-of-way of Country Club Drive making the sixteen foot (16') general easements unnecessary. Proposed utilities will be supported within the private road right-of-way. Proposed general easements will continue to allow access to existing utilities, drainage, grading, snow storage and public access.

Design of Lots

The proposed development seeks to reduce this density and to align with adjacent zoning and land uses. The design of the lots was in consideration of the steep slopes on Lot 126R and has attempted to develop the land in a way that will reduce the impact to the steep topography to the greatest extent possible. Design and layout of the road and circulation including public, emergency, construction, maintenance, and service access was thoughtfully considered throughout the design process so that it is both convenient and safe.

The building area on each lot is adequate for the proposed development typologies. The design of the lots considered both the utility service and utility system design and capacity by working with the utility company to ensure requirements and standards were met with the proposed development and is verified in the attached Proof of adequate utilities.

Environmental Standards - 17.4.13(F)(2)(a-c)

Environmental impacts to the lots have been minimized by ensuring that the proposed development integrates into the existing site topography as well as through the preservation and protection natural features such as the ridgeline and proposed open space to buffer a wetland on Lot 152R from disturbance. Layout of the lots, alignment of roads, trails, driveways, trails and other site features were carefully considered to minimize disturbance to slopes and to best integrate future development within the natural topography. Development on steep slopes will be prohibited throughout the subdivision to the greatest extent possible. Large trees, canopy coverage, open space and trail access have been preserved to best serve the community and trail access. Future development on lot 126R will be sensitive to surrounding views by fitting within the topography and abiding by all ridgeline development requirements. No area of environmental hazards have been identified on either Lot 126 R or 152R.

Drainage - 17.4.13(F)(3)

All drainage complies with applicable standards and has been designed and stamped by a Colorado State licensed engineer.

Fire Protection - 17.4.13(G)(1-4)

Water supply, fire flow and hydrants comply with all requirements of the Fire Code. Fire mitigation, such as proposed defensible space, and forest management of the open spaces and proposed development will be the sole responsibility of the applicant. Prior to development a wildfire mitigation plan will be developed by the applicant for the subdivision as well as the open space. All emergency access roads as well as access to water supply and hydrants will be installed and serviced prior to development and will remain accessible throughout the duration of any future construction.

Street Improvements - 17.4.13(H)(1-9)

An Access Plan has been developed by a Colorado State licensed engineer and identifies a preliminary layout as well as approximate grades. The applicant will be responsible for the private road construction and maintenance however will allow the road to be used as a public right-of-way by the Town and will coordinate with the Town as needed for the curb cut and intersections with Country Club Drive. Necessary signage and safety devices will be implemented to ensure both vehicular and pedestrian safety.

The development will provide enhanced access and circulation to existing trails by constructing and maintaining a crosswalk with striping and a six foot (6') paved sidewalk that meets all applicable standards, within the Town's right-of-way to connect Big Billie's Trail with both Boomerang and Jurassic Trail.

Proposed development has been designed by an engineer to address all necessary drainage improvements for the proposed subdivision.

A commitment will be required from the owners association to be responsible for the removal of all snow from the sidewalk and driveways/curb cuts off Country Club Drive and the private Access Tract.

Water, Sewage Disposal and Utilities - 17.4.13(I)(1-5)

The developer, designers and engineers have met with throughout the design process and have received approval from the Utility company for adequate services to the Subdivision. All water, sewer disposal and utility improvements have been designed and developed to be located underground by a Colorado state

licensed engineer in accordance with Town Water and Sewer Regulations as well as requirements set forth by utility agencies including but not limited to Mountain Village Cable, San Miguel Power Association, Source Gas and Century Link. Relocated above ground gas facilities and emergency shut off valve will be screened through the use of landscaping.

Required Dedications and Easements - 17.4.13(J)(1-9)

The private Access Tract through the proposed subdivision will be a private road with all maintenance being the responsibility of the Applicant and/or future owners association. To run internal utilities as well as to provide some buffering between the single family lots, eight foot (8') easements have been proposed around the interior perimeter of each single family lot. The applicant will not be pursuing the OSP-118 trail relocation contemplated under the 2007 PUD, but rather is proposing a new trail connection alignment over a portion of proposed Lot 126R-2 and a dedication of a public easement. As a result, newly configured open space on Lot 126R-1 will not be disturbed, which will eliminate the impacts on the lots adjacent to Lot 126R-1 from public trail use. Access to the Jurassic Trail will be maintained through the public trail easement created for the Boomerang Road/Trail realignment.

Maintenance of Common Areas - 17.4.13(K)

The maintenance of common areas as well as public improvements as the sole responsibility of the Applicant and/or owners associations created for the development will be included in the Development Agreement for the Property

Public Improvements Policy - 17.4.13(L)

Developer will comply with all requirements within the Public Improvements Policy.

Subdivision, Road and Driveway Naming Requirements - 17.4.13(M)(1-6)

Final subdivision plat will abide by all required subdivision, road and driveway naming requirements.

Plat Standards - 17.4.13(N)(1-6)

Final subdivision plat contains all required CDC subdivision elements, monument standards, plat notes and certifications, provisions of digital plat data and provision of digital copy final recorded legal instruments and has been developed by a Colorado licensed surveyor.

Ridgeline Lots - 17.5.16(A)(2)

Lot 126R is outlined in CDC Section 17.5.16(A)(2) as a Ridgeline Lot. Future development will adhere to all requirements set forth in the Code including maximum building height, exterior lighting, varied facades, landscaping, fitting within the natural topography, materials, etc.

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The current Town of Mountain Village Comprehensive Plan (“**Comp Plan**”) does not provide any site-specific policies or goals for Lot 152R or Lot 126R, however, the Future Land Use Plan set forth in the Comp Plan contemplates that both Lot 152R and Lot 126R will maintain their current multi-family zoning and Lot 126R is identified as being suitable for mixed use commercial development. Lots 126R and 152R are not within any of the Subareas identified in the Comp Plan.

The Town has been in the process of updating the Comp Plan commencing since early 2021. The Applicant representatives have had several discussions with Town representatives regarding updates to the Future Land Use Map in the Comp Plan for Lot 126R to reflect the neighborhood and community public comments made and concerns raised during the Comp Plan amendment process to allow for Single Family zoning on Lot 126R. The Applicant's requested Comp Plan amendments discussed with Town staff and consultants are consistent with the feedback provided by neighboring property owners and by Town Council during (i) the July 18, 2019 Town Council work session reviewing a development proposal submitted by a prior owner of the Property to develop 46 Condominium Units and 3,000 square feet of commercial space on Lot 126R and 21 Condominium Units on Lot 152R, and (ii) the November 21, 2019 Town Council hearing considering an amendment to the 2007 PUD proposing 34 Condominium units on Lot 152R and 15 Condominium Units on Lot 126R.

It is the Applicant's understanding that the Future Land Use Map to be incorporated into the amendments to the Comp Plan adopted by Town Council will address the Multi-Family zoning for Lot 126R to be consistent with the Applicant's proposed development.

The proposed development seeks to provide a high-quality of life not only for its residents but also for the surrounding community as well as visitors. The proposed subdivision plan for Lot 126R proposes to activate the currently vacant lots through the enhancement of community connections and access to recreational amenities while maintaining and preserving existing open space. With direct access to world-class skiing, golf, biking, hiking and numerous other recreation opportunities, the Applicant seeks to enhance this access through the development of lots 126R by providing safe and meaningful trail connections for the town of Mountain Village community as well as residents and visitors. Open space has been maintained as well as current trail connections to provide access to the public trail system through the town of Mountain Village as well as connections to the community of Telluride which further supports the community's 'recreational backbone'.

Alpine character preservation will be integrated from the beginning as the development works with the natural topography as well as existing neighborhood context and amenities. Proposed development seeks to blend into the existing community by proposing development that aligns with current adjacent land uses and character of the area. Environmental impacts to the lots have been minimized by ensuring that the proposed development integrates into the existing site topography as well as through the preservation and protection of an existing wetland on Lot 152R.

Density of this project has been significantly reduced to align with the community and neighbors preferred vision. Proposed rezoning and subdivision of Lot 126R will cluster nine single family lots along the north side of Country Club Drive. Lot 126R-7, Lot 126R-8 and Lot 126R-9 will continue split zoning that will include OSP-126 along the ridgeline and north edges of Lot 126R adjacent to existing open space. This will protect ridgeline views and providing a buffer between the Jurassic Trail. While the boundaries of the existing open space have been restructured there has been no change between the total existing and proposed acreage of Passive Open Space of Lot 126R.

The goal of this project is to foster a vibrant and sustainable, year-round residential community for its residents through access to world class recreation and services as well as through thoughtful integration of

the development into the existing neighborhood, community and surrounding natural environment. Refer to development narrative for compliance.

Economic Development

The development strives to foster a ‘vibrant, sustainable, year-round community’ for its residents through the connections and access to world class recreation, services as well as through thoughtful integration of development into the existing neighborhood and surrounding context.

Land Use

Lots 126R and 152R have been previously in the Comprehensive plan as an area for growth and more specifically mixed-use commercial development within a multi-unit project however, previously proposed development that abides by density standards has been previously identified by both the town and neighborhood as inappropriate in this area. The proposed development seeks to approach these lots in a different more holistic manner by decreasing the density to nine (9) single-family lots on Lot 126R and one (1) multi-family lots on 152R along with a GE to compliment adjacent residential and recreational land uses, while working to protect both the existing residential as well as recreation experience found in Mountain Village. Density allocations in excess of requirements for the proposed zoning designation will be transferred to the density bank. The environmental impacts to the lots have been minimized by ensuring that the proposed development fits within its existing environment and character of the area.

Passive open space has been preserved and maintained on Lot 126R Development on the lot 126R single family lots will adhere to Ridgeline Development Regulations to minimize visual impacts and building heights will be reduced to the single family lot maximum building heights resulting in further protect of visual impacts.

Acting as a gateway to a comprehensive trail network including enhanced connectivity to the Boomerang and Jurassic trails and to the valley floor. A public trail connection through Lot 126R is proposed to maintain access to public trails that connect through Mountain Village as well as connect the community to Telluride which further supports the community’s recreational backbone. Adjacent to Telluride Golf the subdivision seeks to enhance the recreation access and connectivity to amenities for both residents and visitors. Alpine character preservation will be integrated from the beginning as the development works with the natural topography and existing amenities.

All new development has been designed and developed by licensed professionals and meets all new subdivision regulations to ensure that all development provides adequate infrastructure, fits into the natural conditions of a site, and avoids land with development constraints. Both the proposed subdivision and open spaces have considered adjacent developments with sensitivity and has provided general easements and landscaping to provide buffering and screening.

Deed Restricted Housing

The development will comply with the Workforce Housing Mitigation requirements set forth in Section 17.3.9 of the CDC.

Natural Environment

Disturbance to existing wetlands has been avoided and open space has been developed around them to avoid future disturbance while maintaining the quality. Natural drainage paths have also been maintained where applicable. Proposed development preserves the acreage of existing open space as well as existing tree canopy and forest. Proposed development avoids steep slopes to the greatest extent possible while enhancing pedestrian circulation to trails and the village center.

Increased trail connections will help to decrease the need for vehicular traffic therefore helping to improve the local air quality. Maintaining the existing tree canopy also provide benefits to both local air quality and climate.

Open Space and Recreation

The proposed development seeks to provide a high-quality of life not only for its residents by also for the community and visitors. The plan provides access to world-class recreation and integrates itself into the community. Proposed development maintains current open space acreage. Proposed ridgeline development protects views and minimizes visual impacts through the use of landscape screening and buffering. Addition of open space and enhanced pedestrian and bicycle circulation and connections to existing community wide trails. Proposed lot design carefully considered adjacent open space and recreational opportunities to reduce impact to both the residents and users of these including analysis of golf buffers to reduce impact to residential lots as well as players.

Cultural Enhancement

Not applicable.

Infrastructure

The proposed development has included a Landscape Architect and Civil Engineer on the design team who have worked closely with the utility company to confirm and provide adequate public facilities and services, including emergency services, for future development of single-family and multi-residential homes as well as the proposed clubhouse facilities.

Addition of a sidewalk and public trail easement seek to enhance the existing pedestrian and bicycle circulation and both current and future connections to existing community wide trails, bike lanes and sidewalks. Town of Mountain Village snowcat access on the Boomerang trail has been maintained for recreational trail grooming at the valley floor through the public trail easement during the winter months.

Responsive Governance

Not applicable.

SUBDIVISION CRITERIA

CDC Section 17.4.13(D)(1) provides that the following criteria shall be met for the review authority to approve a major subdivision:

- a. **The proposed subdivision is in general conformance with the goals, policies and provisions of the Comprehensive Plan;**

Response:

The proposed development seeks to provide an economically and socially vibrant development that will offer a variety of residential typologies, open space and trail connections that will benefit both full and part-time residents as well as visitors. Although this area was targeted for growth in the Comprehensive Plan, previously proposed development that abides by density standards was identified by both the town and neighborhood as inappropriate in this area. Through well-built and well-designed infrastructure, community services, and environmental stewardship; the proposed development seeks to approach these lots in a different, more holistic

manner than previously to protect both the existing residential as well as the world-class recreation experience found in Mountain Village. Refer to the Compliance with Comprehensive Plan section for additional information.

- b. **The proposed subdivision is consistent with the applicable Zoning and Land Use Regulations and any PUD development agreement regulating development of the property;**

Response:

Proposed development is not requesting any variances regarding the road, height of buildings, ridgeline requirements, etc. and will abide by all standards set forth in the CDC. Refer to Development Narrative for compliance.

- c. **The proposed density is assigned to the lot by the official land use and density allocation, or the applicant is processing a concurrent rezoning and density transfer;**

Response:

Proposed development is processing a Rezoning and Density transfer application concurrently. Both Lot 126R and 152R are currently zoned as multi-family housing. Proposed zoning for Lot 126R is single-family lots and multi-family condominium units for Lot 152R therefore reducing the current density of 355 persons to 60 persons. Refer to Development Narrative for compliance.

- d. **The proposed subdivision is consistent with the applicable Subdivision Regulations;**

Response:

The proposed subdivision is consistent with the applicable Subdivision regulations set forth in the Development Code. Refer to Development Narrative for compliance.

- e. **Adequate public facilities and services are available to serve the intended land uses;**

Response:

The proposed development has included a Landscape Architect and Civil Engineer on the design team who have worked closely with the utility company to confirm and provide adequate public facilities and services for future development of single-family multi-family condominium units as well as the proposed clubhouse facilities. A letter from the utility company has been included in this package. Refer to Development Narrative for compliance.

- f. **The applicant has provided evidence to show that all areas of the proposed subdivision that may involve soil or geological conditions that may present hazards or that may require special precautions have been identified, and that the proposed uses are compatible with such conditions;**

Response:

Topography with a thirty percent (30%) slope or greater have been identified with an overlay in the Proposed Development Plan drawings included in this submittal. Lot design and layout carefully considered these slopes for road, driveway and future residential development. Development has been avoided to the greatest extent possible on the isolated steep slope conditions that have been

identified. No other soil or geological conditions ‘that may present hazards or may require special precautions’ have been identified on site. Refer to Development Narrative for compliance.

- g. **Subdivision access is in compliance with Town standards and codes unless specific variances have been granted in accordance with the variance provisions of this CDC; and**

Response:

Proposed development abides by the majority of applicable Zoning and Land Use regulations. Refer to Development Narrative for compliance.

- h. **The proposed subdivision meets all applicable Town regulations and standards.**

Response:

The proposed subdivision is consistent with all applicable Town regulations and standards. Refer to Development Narrative for compliance.

Supplemental Exhibits

Exhibit A – Proof of Ownership | Title Report
[ATTACHED]



December 29, 2022

Town of Mountain Village

Michelle Haynes,

As of 8:00 am today, December 29, 2022 there have been no changes or additions to the title work as shown in our Owner's Title Policy for Base Telluride LLC, a Colorado limited liability company, known as LTGC File 86011690.

If you need further assistance, do not hesitate to give me a call.

Sincerely,

Robin M. Watkinson, VP
Land Title Guarantee Company
970-728-1023



LAND TITLE GUARANTEE COMPANY

Date: November 10, 2021

Subject: Attached Title Policy BASE TELLURIDE LLC, A COLORADO LIMITED LIABILITY COMPANY for (VACANT LAND) COUNTRY CLUB DRIVE, MOUNTAIN VILLAGE, CO 81435

Enclosed please find the Owner's Title Insurance Policy for your purchase of the property listed above.

This title policy is the final step in your real estate transaction, and we want to take a moment to remind you of its importance. Please review all information in this document carefully and be sure to safeguard this policy along with your other legal documents.

Your owner's policy insures you as long as you own the property and requires no additional premium payments.

Please feel free to contact any member of our staff if you have questions or concerns regarding your policy, or you may contact Commercial Title Dept. at (303) 850-4158 or _____

As a Colorado-owned and operated title company for over 50 years, with offices throughout the state, we take pride in serving our customers one transaction at a time. We sincerely appreciate your business and welcome the opportunity to assist you with any future real estate needs. Not only will Land Title be able to provide you with the title services quickly and professionally, but you may also be entitled to a discount on title premiums if you sell or refinance the property described in the enclosed policy.

Thank you for giving us the opportunity to work with you on this transaction. We look forward to serving you again in the future.

Sincerely,

Land Title Guarantee Company



OWNER'S POLICY OF TITLE INSURANCE

ANY NOTICE OF CLAIM AND ANY OTHER NOTICE OR STATEMENT IN WRITING REQUIRED TO BE GIVEN TO THE COMPANY UNDER THIS POLICY MUST BE GIVEN TO THE COMPANY AT THE ADDRESS SHOWN IN SECTION 18 OF THE CONDITIONS.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (the "Company"), insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the title; This covered Risk includes but is not limited to insurance against loss from
 - a. A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - b. The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued by:

Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880

Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *C. Monroe* President
Attest *David Wold* Secretary

AMERICAN
LAND TITLE
ASSOCIATION



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (1)(a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- (2) Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- (3) Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- (4) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- (5) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured.
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenue, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A. "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be

liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligation to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in the subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons, Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim or loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law; The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum; Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 400 Second Avenue South, Minneapolis, Minnesota 55401 (612)371-1111.

ANTI-FRAUD STATEMENT: Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed to and made a part of this policy.

Old Republic National Title Insurance Company
Schedule A

Order Number: ABS86011690

Policy No.: OX86011690.6059336

Amount of Insurance: \$10,500,000.00

Property Address:

(VACANT LAND) COUNTRY CLUB DRIVE, MOUNTAIN VILLAGE, CO 81435

1. Policy Date:

September 21, 2021 at 10:09 A.M.

2. Name of Insured:

BASE TELLURIDE LLC, A COLORADO LIMITED LIABILITY COMPANY

3. The estate or interest in the Land described in this Schedule and which is covered by this policy is:

A FEE SIMPLE, AS TO PARCEL A AND AN EASEMENT, AS TO PARCELS B, C, D, E, F, G, H AND I

4. Title to the estate or interest covered by this policy at the date is vested in:

BASE TELLURIDE LLC, A COLORADO LIMITED LIABILITY COMPANY

5. The Land referred to in this Policy is described as follows:

PARCEL A:

LOT 126R, LOT 152R, TRACT OSP-118 AND TRACT OSP-126, TELLURIDE MOUNTAIN VILLAGE, AS SHOWN ON A REPLAT OF LOTS 118, 126, 130, 152A, 152B, 152C, AND TRACT OS-1, TOWN OF MOUNTAIN VILLAGE, RECORDED OCTOBER 12, 2007 IN PLAT BOOK 1 AT PAGE [3869](#), COUNTY OF SAN MIGUEL, STATE OF COLORADO.

PARCEL B:

NON-EXCLUSIVE EASEMENTS FOR INSTALLATION, CONSTRUCTION, USE, MAINTENANCE, REPAIR AND REPLACEMENT OF A SKI TRAIL ALL AS SET FORTH AND GRANTED IN SKIER ACCESS AND IMPROVEMENT EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397464](#).

PARCEL C:

NON-EXCLUSIVE EASEMENTS FOR ACCESS FOR EXCAVATION, CLEARING AND GRADING, PLACEMENT AND MAINTENANCE OF SILT FENCES, STRAW BALE BARRIERS, TEMPORARY BERMS, SEDIMENT TRAPS AND VEGETATIVE BUFFER ZONES ALL AS SET FORTH AND GRANTED IN CONSTRUCTION AND MAINTENANCE EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397465](#).

Old Republic National Title Insurance Company

Schedule A

PARCEL D:

NON-EXCLUSIVE EASEMENTS FOR PEDESTRIAN ACCESS ALL AS SET FORTH AND GRANTED IN GOLF CART AND PEDESTRIAN ACCESS EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397466](#).

PARCEL E:

NON-EXCLUSIVE EASEMENTS FOR INSTALLATION, EXTENSION, OPERATION, INSPECTION, REPAIR, MAINTENANCE AND UPGRADING OF UTILITIES ALL AS SET FORTH AND GRANTED IN UTILITY AND STORMWATER MANAGEMENT EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397467](#).

PARCEL F:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, DESIGN, CONSTRUCTION, RELOCATION, INSTALLATION, GRADING, GROOMING, LANDSCAPING, MAINTENANCE AND IMPROVEMENT OF A MULTIPLE USE RECREATIONAL TRAIL ALL AS SET FORTH AND GRANTED IN JURASSIC TRAIL EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397469](#).

PARCEL G:

NON-EXCLUSIVE EASEMENTS FOR DESIGN, INSTALLATION AND MAINTENANCE OF CERTAIN HISTORICAL AND GEOGRAPHICAL INTERPRETIVE FEATURES AND FACILITIES OF A PERMANENT NATURE ALL AS SET FORTH AND GRANTED IN INTERPRETIVE EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397470](#).

PARCEL H:

NON-EXCLUSIVE EASEMENTS FOR INSTALLATION, CONSTRUCTION, USE, OPERATION, MANAGEMENT, MAINTENANCE, REPAIR AND REPLACEMENT OF A SIDEWALK AND RELATED FACILITIES ALL AS SET FORTH AND GRANTED IN PEDESTRIAN SIDEWALK EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397471](#).

PARCEL I:

NON-EXCLUSIVE EASEMENTS FOR DESIGN, RELOCATION, INSTALLATION, CONSTRUCTION AND GRADING OF A TRAIL AND RELATED FACILITIES ALL AS SET FORTH AND GRANTED IN BOOMERANG ROAD/TRAIL FACILITIES EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397472](#).

PARCEL J:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, DESIGN, CONSTRUCTION, RELOCATION, INSTALLATION,

Old Republic National Title Insurance Company

Schedule A

GRADING, GROOMING, LANDSCAPING, MAINTENANCE AND IMPROVEMENT OF A PEDESTRIAN BRIDGE EASEMENT ALL AS SET FORTH AND GRANTED IN PEDESTRIAN BRIDGE AIRSPACE EASEMENT AGREEMENT RECORDED SEPTEMBER 5, 2006 UNDER RECEPTION NO. [386592](#).

PARCEL K:

NON-EXCLUSIVE EASEMENTS FOR INSTALLATION, EXTENSION, OPERATION, INSPECTION, REPAIR, MAINTENANCE AND UPGRADING OF UTILITIES ALL AS SET FORTH AND GRANTED IN UTILITY EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397462](#)

PARCEL L:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, DESIGN, CONSTRUCTION, RELOCATION, INSTALLATION, GRADING, GROOMING, LANDSCAPING, MAINTENANCE AND IMPROVEMENT OF COUNTRY CLUB DRIVE ROAD ALL AS SET FORTH AND GRANTED IN PUBLIC ROAD EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397463](#).

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**AMERICAN
LAND TITLE
ASSOCIATION**



Old Republic National Title Insurance Company

(Schedule B)

Order Number: ABS86011690

Policy No.: OX86011690.6059336

This policy does not insure against loss or damage by reason of the following:

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**

NOTE: ITEMS 1-3 OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

NOTE: ITEM 4 OF THE STANDARD EXCEPTIONS IS DELETED.

ITEMS 5(a) AND (b) OF THE STANDARD EXCEPTION ARE HEREBY DELETED.

6. TAXES AND ASSESSMENTS FOR THE YEAR 2021, NOT YET DUE OR PAYABLE.
7. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE FOLLOWING PLATS:
#1 - TELLURIDE MOUNTAIN VILLAGE, FILING 1 RECORDED MARCH 9, 1984 IN PLAT BOOK 1 AT PAGE [476](#), AND TECHNICAL AMENDMENT CONCERNING DENSITY RECORDED FEBRUARY 12, 1990 IN BOOK 462 AT PAGE [759](#),
#2 - PLAT OF THE TOWN OF MOUNTAIN VILLAGE RECORDED OCTOBER 6, 1995 IN PLAT BOOK 1 AT PAGE [1918](#) AND OFFICIAL LAND USE AND DENSITY ALLOCATION FOR ALL LAND WITHIN THE TOWN OF MOUNTAIN VILLAGE, COLORADO RECORDED OCTOBER 6, 1995 IN BOOK 551 AT PAGE [485](#) AND AS AMENDED IN INSTRUMENT RECORDED JUNE 25, 2009 UNDER RECEPTION NO. [407544](#),
#3 - TOWN OF MOUNTAIN VILLAGE RECORDED JULY 24, 1996 IN PLAT BOOK 2 AT PAGE [2073](#), AND
#4 - THE TOWN OF MOUNTAIN VILLAGE OFFICIAL TOWN PLAT RECORDED SEPTEMBER 8, 1997 IN PLAT BOOK 1 AT PAGE [2281](#) AND THE TOWN OF MOUNTAIN VILLAGE OFFICIAL LOT LIST RECORDED SEPTEMBER 8, 1997 IN BOOK 586 AT PAGE [548](#).

NOTE: UNDER THE GENERAL NOTES ON THE PLAT OF TELLURIDE MOUNTAIN VILLAGE RECORDED MARCH 9, 1984 IN PLAT BOOK 1 AT PAGE [476](#) THE TELLURIDE COMPANY RESERVES THE RIGHT TO IMPOSE ADDITIONAL RESTRICTIVE COVENANTS ON ALL LOTS IN ADDITION TO THE ONES DESCRIBED HEREIN.

8. RESTRICTIVE COVENANTS, FOR MOUNTAIN VILLAGE, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED MARCH 9, 1984 IN BOOK 409 AT PAGE [714](#), AS AMENDED OR SUPPLEMENTED. AMENDED AND RESTATED GENERAL DECLARATION RECORDED DECEMBER 11, 2002 UNDER RECEPTION NO. [353668](#). FIRST AMENDMENT TO THE AMENDED AND RESTATED GENERAL DECLARATION RECORDED DECEMBER 09, 2009 UNDER RECEPTION NO. [410160](#). SECOND AMENDMENT TO THE AMENDED AND RESTATED GENERAL DECLARATION RECORDED MARCH 19, 2012 UNDER RECEPTION NO. [422188](#).

Old Republic National Title Insurance Company

(Schedule B)

Order Number: ABS86011690

Policy No.: OX86011690.6059336

NOTICE REGARDING CONTACT INFORMATION AND REAL ESTATE TRANSFER ASSESSMENT
RECORDED MAY 25, 2011 UNDER RECEPTION NO. [418209](#).

9. TERMS, CONDITIONS AND PROVISIONS OF NOTICE OF WATER AND SEWER TAP FEE PAYMENT RECORDED APRIL 14, 1987 IN BOOK 435 AT PAGE [603](#), TAP FEE AGREEMENT RECORDED MAY 29, 1992 IN BOOK 492 AT PAGE [991](#), AND BY FIRST AMENDMENT TO TAP FEE AGREEMENT RECORDED DECEMBER 18, 1996 IN BOOK 573 AT PAGE [237](#), AND AS ASSIGNED BY TAP FEE ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED APRIL 29, 1999, UNDER RECEPTION NO. [326037](#).
10. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN UNDERGROUND PARKING AMENDMENT RECORDED JULY 21, 1989 IN BOOK 455 AT PAGE [550](#).
11. TERMS, CONDITIONS AND PROVISIONS OF FACILITIES, WATER RIGHTS AND EASEMENT AGREEMENT RECORDED APRIL 27, 1992 IN BOOK 491 AT PAGE [359](#) AND AS AMENDED IN INSTRUMENT RECORDED NOVEMBER 13, 1992 IN BOOK 501 AT PAGES [433](#) AND [437](#) AND AS AMENDED IN INSTRUMENT RECORDED APRIL 26, 1993 IN BOOK 510 AT PAGE [8](#) AND AS AMENDED IN INSTRUMENT RECORDED APRIL 26, 1993 IN BOOK 510 AT PAGE [11](#) AND AS AMENDED IN INSTRUMENT RECORDED OCTOBER 24, 1996 IN BOOK 569 AT PAGE [668](#).
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT REGARDING GENERAL EASEMENTS RECORDED MAY 21, 1996 IN BOOK 562 AT PAGE [97](#) AND AS AMENDED IN INSTRUMENT RECORDED OCTOBER 24, 1996 IN BOOK 569 AT PAGE [670](#). INSTRUMENT IN CONNECTION THEREWITH RECORDED FEBRUARY 20, 1990 IN BOOK 462 AT PAGE [998](#).
13. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE FOLLOWING PLATS OF TELLURIDE MOUNTAIN VILLAGE:
#1 - REPLAT NO. 6, TELLURIDE MOUNTAIN VILLAGE FILING 1 RECORDED NOVEMBER 19, 1985 IN PLAT BOOK 1 AT PAGE [596](#);
#2 - TELLURIDE MOUNTAIN VILLAGE PLAT OF LOT 130 RECORDED OCTOBER 18, 1988 IN PLAT BOOK 1 AT PAGE [847](#);
#3 - REPLAT OF LOT 152, TELLURIDE MOUNTAIN VILLAGE FILING 1 RECORDED JANUARY 10, 1990 IN PLAT BOOK 1 AT PAGE [990](#);
#4 - REPLAT OF PORTIONS OF FILING 1 TELLURIDE MOUNTAIN VILLAGE RECORDED AUGUST 1, 1991 IN PLAT BOOK 1 AT PAGE [1147](#);
#5 - PLAT OF LOT 126 OF FILING 1, TELLURIDE MOUNTAIN VILLAGE RECORDED MARCH 8, 1999 IN PLAT BOOK 1 AT PAGE [2504](#); AND
#6 - PLAT OF LOT 125R, LOT 152R, TRACT OSP-118, TRACT OSP-126, TRACT OS-1R-1, TRACT OS-1R-2 AND TRACT OS-1R-3, TOWN OF MOUNTAIN VILLAGE RECORDED OCTOBER 12, 2007 IN PLAT BOOK 1 AT PAGE [3869](#).
14. RESERVATION BY THE TELLURIDE COMPANY OF ALL OF THE RIGHTS TO MINERAL AND OIL, GAS OR OTHER HYDROCARBONS LOCATED ON, IN OR UNDER THE REAL PROPERTY, WITHOUT ANY RIGHT OF SURFACE ENTRY FOR EXPLORATION, DEVELOPMENT OR EXTRACTION. THE TELLURIDE COMPANY COVENANTS THAT IT WILL NOT MINE, EXTRACT, EXPLORE FOR OR DEVELOP ANY OF THE MINERALS, OIL, GAS OR OTHER HYDROCARBONS LOCATED ON, IN OR UNDER THE REAL PROPERTY, ALL AS CONTAINED IN INSTRUMENTS RECORDED JULY 3, 1984 IN BOOK 412 AT PAGE [109](#), RECORDED JULY 31, 1987 IN BOOK 437 AT PAGE [835](#), RECORDED FEBRUARY 20, 1990 IN BOOK 462 AT PAGE [991](#) AND RECORDED MARCH 8, 1999 UNDER RECEPTION NO. [324833](#).

Old Republic National Title Insurance Company

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15. TERMS, CONDITIONS, RESERVATIONS AND PROVISIONS AS CONTAINED IN INSTRUMENTS RECORDED JULY 3, 1984 IN BOOK 412 AT PAGE [109](#), RECORDED JULY 31, 1987 IN BOOK 437 AT PAGE [835](#), RECORDED FEBRUARY 20, 1990 IN BOOK 462 AT PAGE [991](#) AND RECORDED MARCH 8, 1999 UNDER RECEPTION NO. [324833](#) AND AMENDMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397461](#).
16. EASEMENTS AS GRANTED IN WARRANTY DEED RECORDED SEPTEMBER 23, 1992 IN BOOK 498 AT PAGE [526](#).

(AFFECTS LOT 152R)
17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION #1996-0109-3 OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE RECORDED MARCH 08, 1999 UNDER RECEPTION NO. [324830](#).
18. ANY PART OF THE OLD DAY LODGE ROAD AND/OR BOOMERANG ROAD, AS IT MAY AFFECT SUBJECT PROPERTY, AS CONTAINED IN INSTRUMENT RECORDED MARCH 8, 1999 UNDER RECEPTION NO. [324833](#).
19. TERMS, CONDITIONS AND PROVISIONS OF NOTICE FILED BY SAN MIGUEL POWER ASSOCIATION, INC. RECORDED MARCH 18, 1999 UNDER RECEPTION NO. [325020](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AREA, BOOMERANG ROAD AND METRO SERVICES TRAIL NO. 2, AND UTILITIES RECORDED DECEMBER 03, 1999 UNDER RECEPTION NO. [331033](#).
21. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PEDESTRIAN BRIDGE AIRSPACE EASEMENT AGREEMENT RECORDED SEPTEMBER 05, 2006 UNDER RECEPTION NO. [386592](#).
22. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION #2007-0315-05 OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE RECORDED APRIL 11, 2007 AT RECEPTION NO. [391879](#).
23. TERMS, CONDITIONS AND PROVISIONS OF DEVELOPMENT AGREEMENT RECORDED OCTOBER 12, 2007 AT RECEPTION NO. [397458](#), FIRST AMENDMENT TO DEVELOPMENT AGREEMENT RECORDED APRIL 22, 2010 UNDER RECEPTION NO. [412188](#) AND SECOND AMENDMENT TO DEVELOPMENT AGREEMENT RECORDED JULY 29, 2013 UNDER RECEPTION NO. [429131](#), AS RERECORDED AUGUST 13, 2013 UNDER RECEPTION NO. [429312](#).
24. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397462](#).
25. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PUBLIC ROAD EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397463](#).
26. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN SKIER ACCESS AND IMPROVEMENT EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397464](#). INSTRUMENT IN CONNECTION WITH SAID AGREEMENT RECORDED MARCH 24, 2008 UNDER RECEPTION NO. [400611](#).
27. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN CONSTRUCTION AND MAINTENANCE EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397465](#).

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28. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GOLF CART AND PEDESTRIAN ACCESS EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397466](#).
29. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY AND STORMWATER MANAGEMENT EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397467](#).
30. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN LANDSCAPE, GRADING AND EMERGENCY ACCESS EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397468](#).
31. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN JURASSIC TRAIL EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397469](#).
32. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN INTERPRETIVE SITE EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397470](#).
33. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PEDESTRIAN SIDEWALK EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397471](#).
34. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN BOOMERANG ROAD/TRAIL FACILITIES EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397472](#).
35. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PUBLIC ROAD EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397473](#).
36. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DECLARATION OF BOOMERANG ROAD/TRAIL EASEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397474](#).
37. TERMS, CONDITIONS AND PROVISIONS OF NOTICE OF ERRANT GOLF BALLS RECORDED OCTOBER 12, 2007 AT RECEPTION NO. [397475](#).
38. TERMS, CONDITIONS AND PROVISIONS OF RIGHT OF FIRST PURCHASE AGREEMENT RECORDED OCTOBER 12, 2007 AT RECEPTION NO. [397476](#).
39. TERMS, CONDITIONS AND PROVISIONS OF NOTICE OF POTENTIAL DEVELOPMENT RECORDED OCTOBER 12, 2007 AT RECEPTION NO. [397477](#).
40. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 2013-03 APPROVING A MAJOR PUD AMENDMENT TO EXTEND THE DEVELOPMENT AGREEMENT AND ASSOCIATED VESTED PROPERTY RIGHTS ON LOTS 126R AND LOT 152R RECORDED DECEMBER 20, 2017 UNDER RECEPTION NO. [451668](#).
41. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN STANDSTILL AGREEMENT RECORDED MARCH 14, 2018 UNDER RECEPTION NO. [452611](#).
42. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/NSPS LAND TITLE SURVEY CERTIFIED FEBRUARY 19, 2018 PREPARED BY FOLEY ASSOCIATES, INC., JOB NO. 91026, IMAGE [29516395](#):

Old Republic National Title Insurance Company

(Schedule B)

Order Number: ABS86011690

Policy No.: OX86011690.6059336

- A) DIRT PATH (BOOMERANG ROAD) TRAVERSING SUBJECT PROPERTY.
- B) GAS, TELEPHONE AND SANITARY SEWER LINES CROSSING SUBJECT PROPERTY WITHOUT THE BENEFIT OF RECORDED EASEMENTS.
- 43. DEED OF TRUST DATED SEPTEMBER 20, 2021 FROM BASE TELLURIDE LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF SAN MIGUEL FOR THE USE OF BANK OF COLORADO TO SECURE THE AGGREGATE SUM OF \$5,775,000.00 RECORDED SEPTEMBER 21, 2021 UNDER RECEPTION NO. [472606](#).

American Land Title Association

Endorsement 9.9-06
Private Rights - Revised 04-02-13**Endorsement****Attached to Policy Number OX86011690.6059336****Our Order Number 86011690****issued by Old Republic National Title Insurance Company**

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only:
 - (a) "Covenant" means a covenant, condition, limitation or restriction in a document or instrument recorded in the Public Records at Date of Policy.
 - (b) "Private Right" means (i) an option to purchase; (ii) a right of first refusal; or (iii) a right of prior approval of a future purchaser or occupant.
3. The Company insures against loss or damage sustained by the Insured under this owner's Policy if enforcement of a Private Right in a Covenant affecting the Title at Date of Policy based on a transfer of Title on or before Date of Policy causes a loss of the Insured's Title.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - (a) any Covenant contained in an instrument creating a lease.
 - (b) any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;
 - (c) any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances; or
 - (d) any Private Right in an instrument identified in Exceptions(s) None in Schedule B.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Old Republic National Title Insurance Company**By: LAND TITLE GUARANTEE COMPANY**

By: 

Craig B. Rants, Senior Vice President

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Endorsement
Attached to Policy Number OX86011690.6059336
Our Order Number 86011690
issued by Old Republic National Title Insurance Company

The Company insures the Insured against loss or damage sustained by reason of:

1. Present violations of any restrictive covenants referred to in Schedule B which restrict the use of the Land. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of the Title. As used in this paragraph 1, the words "restrictive covenants" do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.
2. The enforced removal of any existing structure on the Land (other than a boundary wall or fence) because it encroaches onto adjoining land or onto any easements.
3. 3. The failure of Title by reason of a right of first refusal to purchase the Land which was exercised or could have been exercised at Date of Policy.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Old Republic National Title Insurance Company

By: LAND TITLE GUARANTEE COMPANY



By:
Craig B. Rants, Senior Vice President

Endorsement
Attached to Policy Number OX86011690.6059336
Our Order Number 86011690
issued by Old Republic National Title Insurance Company

The Company hereby insures the Insured against loss or damage that the Insured shall sustain by reason of the failure of the Land to be the same as that delineated on the survey made by FOLEY ASSOCIATES, INC. FEBRUARY 19, 2018 , and designated Job No. 91026.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Old Republic National Title Insurance Company

By: LAND TITLE GUARANTEE COMPANY



By:
Craig B. Rants, Senior Vice President

Endorsement

Attached to Policy Number OX86011690.6059336

Our Order Number 86011690

issued by Old Republic National Title Insurance Company

The Company insures against loss or damage sustained by the Insured by reason of any lien or adverse title matter recorded prior to the time the documents creating the insured estate are recorded, notwithstanding the fact that such adverse matters do not appear in the Public Records at the time of recording.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Old Republic National Title Insurance Company

By: LAND TITLE GUARANTEE COMPANY



By:

Craig B. Rants, Senior Vice President

Exhibit B – Evidence of Adequate Water, Sewage Disposal and Utilities
[ATTACHED]

Carly Clevestine

From: David Ballode <dballode@msn.com>
Sent: Wednesday, September 14, 2022 1:56 PM
To: Carly Clevestine
Subject: Fwd: Will Serve Letter for Water and Sewer

Sent from my iPhone

Begin forwarded message:

From: David Ballode <DBALLODE@msn.com>
Date: September 9, 2022 at 7:04:00 AM MST
To: Finn KJome <FKJome@mtnvillage.org>
Cc: "Stephanie L. Fanos" <stephanie@fanoslegal.com>
Subject: RE: Will Serve Letter for Water and Sewer

Thank you.

Once we get through this initial subdivision hurdle, I'll meet with you to go over things in detail.

DB

From: Finn KJome <FKJome@mtnvillage.org>
Sent: Thursday, September 8, 2022 4:09 PM
To: Dave Ballode <dballode@msn.com>
Cc: Stephanie L. Fanos <stephanie@fanoslegal.com>
Subject: Will Serve Letter for Water and Sewer

Hi Dave,

Please accept this email as a Will Serve Letter for Lots 126 and 152. The subject lots are currently platted lots and water and sewer service will be provided in accordance with the density allocated to the platted lots.

Finn Kjome
Public Works Director
Town of Mountain Village



Date: 09-21-2022

To whom it may concern:

I have reviewed utility plan C3.

SMPA will be the electric service provider for lots 126R/152R Country Club DR. in the Mountain Village. This is still in the conceptual design phase and SMPA will need load calculations once known.

SMPA has not seen the proposed metering location.

If you have any questions, please feel free to contact me at our Telluride office.

Best regards,

Byrd Williams
Service Planner
Office: 970.626.5549 x567
Email: bwilliams@smpa.coop



Paul Ficklin
Utility Construction Planner
Colorado Gas
Paul.ficklin@blackhillscorp.com

Black Hills Energy
580 Hwy 92
Delta, Co
81416

November 21 2022

Re: Lots 126/152

To Whom It May Concern:

This letter will confirm that Black Hills Energy will provide Natural Gas Distribution service to the development commonly known as Lots 126/152 (As long as all upgrades are done). Black Hills Energy will install a distribution system capable of serving the demand of the development that lies within the BHE certificated service territory.

This service will be subject to Black Hills Energy tariffs filed with the Colorado Public Utilities Commission and the Black Hills Energy Gas Network Main Extension Policy.

If you have any questions please feel free to contact me.

Sincerely,

Paul Ficklin
Utility Construction Planner
Colorado Gas
Paul.ficklin@blackhillscorp.com
Cell: 970-596-1122

Exhibit C – Geotechnical Report
[ATTACHED]

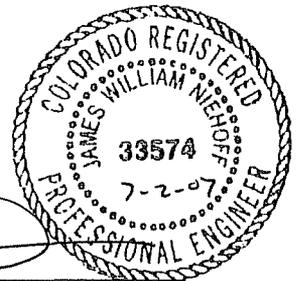
**REPORT OF GEOTECHNICAL ASSESSMENT
ROSEWOOD TELLURIDE HOTEL & RESIDENCES
TELLURIDE, COLORADO
PSI PROJECT NO. 284-75010**

Prepared for

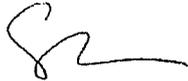
HKS, Inc.
1919 McKinney Avenue
Dallas, Texas 75201-1753

Prepared by

Professional Service Industries, Inc.
451 East 124th Avenue
Thornton, Colorado 80241
(303) 424-5578




James W. Niehoff, PE
Chief Engineer


Stephen R. Bryant
Principal Consultant

July 2, 2007

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APPENDIX

1.0 INTRODUCTION

As authorized, Professional Service Industries, Inc. (PSI) has conducted a geotechnical assessment for the proposed Rosewood Hotel & Residences to be constructed in Telluride, Colorado. Our services on this project were conducted in general accordance with our proposal dated April 3, 2007, authorized by Ken Springer on April 9, 2007.

The purpose of our study was to assess the nature of the subsurface strata across the site of the proposed development and to develop recommendations for site preparation and foundation design for the proposed structures. The report that follows presents a brief review of our understanding of the project, a discussion of the site and subsurface conditions, and our recommendations.

2.0 PROJECT INFORMATION

The following sections present an overview of our understanding of the project, and a description of the site. Project information was obtained through discussions with design team members and through a review of preliminary building plans provided by HKS, Inc. and Brockette Davis Drake. The geotechnical recommendations presented in this report are based upon the available project information, building locations, and the subsurface materials described in this report. If any of the noted information is incorrect, please inform us so that we may amend the recommendations presented in this report, if appropriate.

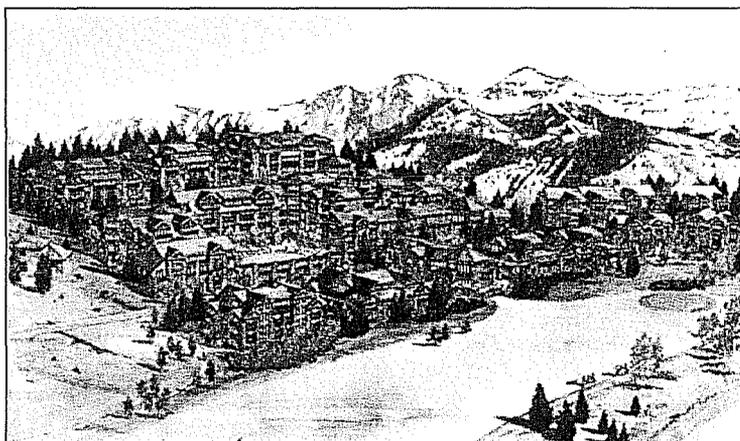
2.1 Site Information

The proposed Rosewood Hotel & Residences project site is located on both sides of Country Club Drive on Lots 126 and 130 (north side) and Lots 152-A, B, and C (south side) within the Mountain Village Metropolitan District (see Site Location Map, Figure 1). At the present time, the site is undeveloped and predominantly covered with grass. Mature trees are present along the northern boundary of Lots 126 and 130. To the south of the site is a golf course. To the west are two parcels developed with private homes. Open space borders the site to the north and northeast.

Topographically, the site slopes moderately upward towards the north from a low point at the southwest corner of Lot 152-A (elevation 9350 feet) to a high point at the north central portion of Lot 126 (elevation 9460 feet). The total change in grade over the site limits is approximately 110 feet.

2.2 Proposed Development

Based upon the provided information, we understand that the proposed development will consist of the construction of a hotel that steps upward toward the north atop 2 levels of underground parking within the northern portion of the site on Lots 126 and 130. Residence structures up to about 5 stories in height will be constructed to the east of the hotel and on the south side of Country Club Drive. Some of these structures will also be underlain by parking. The structural system for these buildings is expected to consist of post tensioned concrete. Maximum column loads will be on the order of 800 to 1000 kips.



Due to the sloping nature of the site, significant grading will be required to reach planned grades. Within the hotel structure, subterranean parking and mechanical rooms will extend to elevations ranging from 9360 feet to 9377 feet. This will require excavations of up to about 75 feet in depth in some locations. To reduce the pressures on basement walls, consideration is being given to the construction of permanent soil nail walls in the deepest cut areas. Permanent basement

walls would be constructed a few feet inboard of the soil nail wall, leaving an open area in between. Lesser cuts of about 15 to 20 feet are expected in the northern portion of the hotel and in areas proposed for the residences to the east and south of the hotel. For these cuts, temporary excavation bracing will be employed in conjunction with permanent below grade walls supporting lateral earth pressures.

3.0 SUBSURFACE INFORMATION

The following sections provide information relating to subsurface conditions in the area of the proposed development. Information relating to subsurface conditions within the property and in adjacent areas was gathered from studies conducted by Buckhorn Geotech and Ground Engineering Consultants, Inc. in 2006.

3.1 Subsurface Conditions

The subsurface conditions in the location of the proposed Rosewood Hotel and Residences were explored by a total of thirty-two soil test and rock core borings (Ground Engineering) and by twelve backhoe test pits (Buckhorn Geotech). The test pits were employed to explore the near surface soils and bedrock within the site and were limited in depth to about 15 feet. The borings conducted by Ground Engineering all extended through soil overburden and into bedrock. The soil overburden and weathered rock were tested and sampled at intervals using a California Barrel Sampler. Bedrock was penetrated and sampled in a few locations using a diamond core barrel to evaluate the composition and continuity of the material.

Based upon our review of the boring and test pit information, the upper portion of the subsurface profile consists of glacial deposits. These materials consist of silty to clayey sand with gravel, cobbles and some boulders. In general, this material was found to extend to depths of up to about 40 feet within the northwestern quadrant of the development area and tapered to grade in other parts of the site.

Beneath these upper soils, where present, and immediately below the ground surface elsewhere, native clays and sands derived from the in-place weathering of native shale and sandstone bedrock materials, were encountered by the borings and test pits. This stratum was generally thin, ranging from less than 1 foot to about 12 feet in thickness. Penetration test values recorded in the native soils ranged from about 8 to greater than 30 blows per foot suggesting a stiff to hard consistency.

Below the native soils, shale and sandstone bedrock was encountered by the borings and test pits. The upper few feet of this material was found to be moderately weathered. However, with depth, weathering was found to be less advanced and rock was found to be relatively hard and continuous. Cores suggested that the rock had few joints and fractures and bedding planes were nearly horizontal.

A Test Location Plan is presented on Figure 2 in the Appendix along with representative cross-sections of subsurface conditions.

3.2 Groundwater Conditions

According to the studies conducted by Buckhorn and Ground Engineering, groundwater was encountered in test pits and borings within the southern portion of the site at depths ranging from near the ground surface to 11 feet below grade. Groundwater was not encountered in borings and test pits to the north of Country Club Drive.

Groundwater in the site area recharges locally as precipitation, snow melt, and waters from irrigation penetrate the porous surface materials and pool atop the low permeability bedrock. The groundwater is a perched system and will tend to vary significantly in depth and lateral extent with seasonal precipitation and other factors.

3.3 Seismicity

The project site is located within a municipality that employs the International Building Code. As part of this code, the design of structures must consider dynamic forces resulting from seismic events. These forces are dependent upon the magnitude of the earthquake event as well as the properties of the soils that underlie the site.

3.3.1 Site Class and Code Parameters

As part of the procedure to evaluate seismic forces, the International Building Code requires the evaluation of the Seismic Site Class, which categorizes the site based upon the characteristics of the subsurface profile within the upper 100 feet of the ground surface. In the commentary to the code, consideration may be given to the final grades of the site, and the materials upon which the foundations for the structures will bear. To define the Seismic Site Class for this project, we reviewed the results of backhoe test pits and borings to their termination depths and have extrapolated the data to depths of 100 feet, based upon our understanding of local geology. Based upon our evaluation, it is our opinion that the subsurface conditions within the site are consistent with the characteristics of Site Class B as defined by the building code.

Other seismic parameters associated with this site and the applicable building code are as follows:

Parameter	Value
Ss	0.40
S1	0.09
Fv	1.0
Fa	1.0

3.3.2 Seismic Risks

In addition to forces associated with ground shaking, sites in seismic prone areas are subject to a number of other risks. A list of these hazards and our assessment of the relative level risk of each is presented in the following table:

Hazard	Relative Risk	Comments
Liquefaction	Low	Most of the materials within the site area are cohesive and are not prone to liquefaction. Granular soils are typically too dense to be susceptible to liquefaction
Slope Stability	Low	The site has moderate slopes which will be excavated and supported by retaining and basement walls and other retention systems. These will need to consider seismic forces. Global stability

		is not considered a concern due to the presence of massive, intact bedrock at shallow depth.
Surface Rupture	Low	The site is not underlain by a mapped Holocene-aged fault

4.0 GEOTECHNICAL EVALUATION

In general, the site of the proposed building appears to be underlain by conditions that are favorable for the proposed development from a geotechnical standpoint. The major factors that will affect construction at the site include the need for substantial excavation and the resulting variation in materials at planned final grades.

As noted in previous sections of this report, the buildings will include one or more below grade levels for parking and mechanical rooms. This, coupled with the sloping topography, will necessitate substantial cuts in most building areas. In many locations, these cuts will extend through overburden soils and extend into weathered and intact bedrock materials. However, in some areas, some soil overburden materials will remain following excavation to final grades. At the present time, consideration is being given to installing a permanent soil nail wall system in areas where substantial cuts will be required as indicated on Figure 3. This wall will be constructed several feet from the face of the permanent basement wall to eliminate the need to support lateral stresses on the basement wall. In other areas, temporary shoring will be used to support cuts and permanent basement walls will be designed to support lateral earth pressures.

Following excavations to final grade, the exposed materials will consist of glacial deposits, native soils and bedrock. To provide for uniform support of structures, we recommend that all foundations supporting heavy column and wall loads be supported by bedrock. In locations where bedrock is at or near final grades, foundations may consist of shallow spread footings. However, where rock lies at depths greater than 5 feet below final grades, consideration should be given to the use of deep foundations. For this purpose, we recommend the use of micropiles. Micropiles are installed by drilling a hole having a maximum diameter of 12 inches through soil and into bedrock, installing a casing and other reinforcement, as required, then grouting the borehole. This foundation type is well suited to sites where subsurface strata include cobbles and boulders which are difficult to penetrate with driven piles and with conventional drilled piers and augercast piles.

Lightly loaded structures or columns may be supported on shallow spread footings bearing in overburden soils.

Detailed recommendations relating to site grading, excavation bracing and foundation design are presented in the following sections of this report.

5.0 SITE GRADING RECOMMENDATIONS

Prior to initiating site grading, the site should be properly prepared. First, all vegetation and unwanted surface materials should be removed from the site. This should include any underground utilities. Additional site grading recommendations are presented in the following sections.

5.1 Excavation

As noted in previous sections of this report, overburden soils are present within much of the site, but vary substantially in thickness and composition. Based upon the planned grades indicated on furnished drawings, we expect that overburden materials will be removed from most areas, except where glacial deposits are present in the western portion of the hotel footprint. The overburden soils may be removed by means of conventional earth-moving equipment. Below the overburden materials, bedrock consisting of shale and sandstone will be encountered in much of the site area. The upper few feet of this material is somewhat weathered and may be loosened with rippers prior to general excavation.

Beneath the weathered zone, the majority of the bedrock is hard and intact. To allow for excavation to the planned excavation and in the complex configuration proposed, line drilling and blasting should be employed. Due to the presence of existing nearby residences, roads and utilities, care should be exercised in the design of blasting programs to keep vibration levels to a maximum velocity of 2 inches per second at the property line.

5.2 Excavation Bracing

Substantial near vertical cuts are expected in many building areas within the project site. As noted previously, consideration is being given to employing a soil nail wall system to permanently support the deeper cuts expected within the hotel building footprint. Conditions will vary within these cuts from soil to rock. For the purposes of the design of either temporary or permanent soil nail walls, the following parameters should be employed:

<i>Material</i>	<i>Unit Weight</i>	<i>Friction Angle</i>	<i>Cohesion</i>	<i>Bond Strength</i>
Glacial Materials	130 pcf	32 degrees	200 psf	12 psi
Native Soils	100 pcf	28 degrees	200 psf	6 psi
Shale Bedrock	144 pcf	10 degrees	5000 psf	15 psi

Temporary excavation bracing used in other parts of the site may consist of soil nails or conventional soldier beam and lagging systems. For the purposes of design, we recommend the use of a uniform equivalent fluid pressure of 45 pounds per square foot of wall height within the overburden soil zone. Within those portions of the excavation that will penetrate through relatively hard, intact bedrock, rock may be excavated to a nearly vertical slope and no bracing will be required.

In many portions of the site, rock is present close to the surface and cuts will be of only moderate depth. In such areas, cuts may be sloped for stability. Overburden soils should incorporate a maximum cut slope of 1.5:1 (horizontal to vertical) for temporary construction purposes. As noted above, intact bedrock may be excavated to a near vertical grade.

5.3 Fill Placement and Compaction

Based upon our review of current plans, it appears that most of the site will be excavated. However, in a few locations, minor amounts of fill will be required to bring the site to final grade. Fill soils should consist of locally available low plasticity glacial outwash materials that are composed of silty sands and gravel that are relatively free of organics and other deleterious materials. In general, suitable materials should conform to Unified Soil Classifications of GW, GP, SP, SW, SC, or SM soils. All fill should be placed in maximum 8 inch loose lifts. Where fill is to be placed against existing slopes, it should be benched into the existing material to provide for adequate shear resistance. Fill soils should be compacted to at least 95 percent of the maximum density determined by the Modified Proctor Test (ASTM D1557). Field density tests should be conducted on a regular basis to confirm that this level of compaction is being achieved.

6.0 FOUNDATION RECOMMENDATIONS

As noted in previous sections of this report, much of the site will be excavated to the level of relatively intact shale and sandstone bedrock. In these areas, foundations may consist of shallow spread footings. Where excavations will not extend to within 3 to 4 feet of bedrock, deep foundations extending into bedrock should be employed to provide uniform support conditions and settlements across the building footprint. The following sections present recommendations for foundation support of the structures as well as for any lightly loaded structures associated with the development.

6.1 Spread Footing Foundations

Spread footing foundations may be employed to support most of the column and walls associated with this development. Lightly loaded columns (150 kips or less) may be supported on footings bearing on native glacial or residual soils or on rock. For the purposes of design, an allowable bearing capacity of 3,000 psf may be employed for foundations supporting light loads bearing on competent overburden soils or rock. Column and wall footings supporting light loads should incorporate minimum lateral dimensions of 24 inches and 18 inches, respectively.

Heavy column and wall loads should be supported on relatively intact shale and sandstone bedrock. Where such materials are present within 4 feet of final grade, these building elements may be supported by shallow spread footing foundations. Footings bearing on relatively fresh unweathered bedrock should be designed for an allowable bearing capacity of 30 ksf. Care should be taken to remove fractured rock resulting from blasting or ripping. High capacity footings supporting column and wall loads should incorporate minimum lateral dimensions of 36 inches and 24 inches, respectively.

A 1/3 increase in the above bearing capacities may be assumed for loads of short duration such as those associated with wind and seismic forces.

Exterior footings should bear at a minimum depth of 36 inches. Interior footings may bear at a depth of 12 inches below surrounding grades.

Footings bearing on overburden soils should experience total settlements on the order of 1 inch. Footings bearing on rock should experience settlements on the order of 1/4 to 1/2 inch.

Spread footing foundations will resist lateral loads through a combination of passive pressure against the sides of the foundation and friction along its base. Assuming that foundations will be overexcavated, then backfilled with compacted crushed stone, we recommend an equivalent passive pressure of 250 psf per foot of embedment, neglecting the top 1 foot. The coefficient of friction between the footing and the supporting material should be taken as 0.35 for footings cast on soil and 0.5 for footings cast on rock.

Footing excavations should be observed by a representative of the geotechnical engineer prior to placement of reinforcing steel or concrete. The purpose of this inspection is to confirm that the material exposed at the foundation bearing elevation is consistent with that assumed in design and is capable of supporting the column and wall loads at the design bearing pressure. Footing excavations should be clean and relatively free of loose soil and fractured or broken

rock. If suitable materials are not exposed at planned grades, footing excavations may be deepened to reach soils or rock having the proper bearing capacity. Over-excavated areas may be backfilled with compacted crushed stone, or with lean concrete or flowable fill to the original bearing elevation.

To the extent possible, foundations should be poured on the same day as they are excavated, observed and approved.

6.2 Deep Foundations

Where site excavation does not reach the level of hard, intact rock in heavier portions of the structure, we recommend the use of a deep foundation system. Deep foundations will need to extend into bedrock to provide for uniform support of the building and to reduce surcharge effects on basement walls and permanent excavation bracing systems. A number of deep foundation system types were considered for use on this project including drilled piers, augercast piles, and micropiles. Considering the presence of cobbles and boulders in the overburden soils in many areas of the site, we believe that drilled piers and augercast piles would encounter significant difficulty in reaching the proper bearing stratum. Consequently, we recommend the use of micropiles in the limited portion of the site where significant overburden soils will remain following site grading.

For this site, we recommend the use of micropiles having a nominal diameter of 7 inches installed at least 20 feet into bedrock. Piles installed in this manner should have an allowable axial compressive capacity of 125 tons. The uplift capacity should be comparable to the compressive capacity as the majority of load will be derived from side shear. The lateral capacity of the piles will be a function of the overburden thickness. We will be pleased to evaluate the lateral capacity of micropiles at specific locations when the design requirements are better defined.

6.3 Slabs on Grade

In the basement areas, a slab on grade floor will be employed. For the purposes of design of grade slabs, we recommend the use of a Modulus of Subgrade Reaction (k) of 100 pci. To reduce the risk of cracking, the slab should be constructed independently of columns and shear walls and should incorporate expansion joints.

The lower level floor will extend below groundwater levels in some areas. To mitigate hydrostatic uplift on floor slabs, and to provide uniform support, we recommend that the floor slab area be overexcavated a minimum depth of 12 inches. The underlying subgrade soils should be covered with a non-woven geotextile and compacted open graded stone to the base of the slab. The below slab drainage system should incorporate a series of trenches with slotted PVC pipes draining by gravity to one or more sumps. From the sumps, the collected water should be directed to the storm water system by gravity or by pumps.

6.4 Basement Walls

Basement walls should be designed to resist earth pressures resulting from backfill soils. As the walls will not be free to rotate at the top, we recommend that the at-rest pressure be employed in design. Considering the nature of materials in the project site area, an equivalent

fluid pressure of 55 psf per foot of wall embedment should be employed in the design of basement walls. Walls should incorporate an appropriate drainage system to prevent the build-up of hydrostatic pressures. This drainage system may be connected to the sub-floor drainage system recommended in the previous section of this report.

As noted previously, some of the excavations will incorporate a temporary or permanent excavation bracing system a few feet behind the permanent basement wall. We understand that this gap may be filled in some locations to allow for grade support of overlying floor slabs, sidewalks and other hardscape features. To reduce the pressures on the basement walls from this backfill, we recommend that crushed stone be employed for the fill and that it be reinforced at 2 foot vertical increments by geogrid. The inclusion of geogrid will reduce the effective lateral stress created by the fill to an average of about 60 psf for the full height of the backfill. Backfill within this confined space should be compacted with relatively light equipment to prevent overstressing of the walls.

7.0 LIMITATIONS

The recommendations submitted herein are based upon the available subsurface information obtained by PSI and design details furnished by the project team. If there are any revisions to the plans for this project or if deviations from the subsurface conditions noted in this report are encountered during construction, PSI should be notified immediately to determine if changes in the foundation recommendations are required.

The geotechnical engineer warrants that the findings, recommendations, or professional advice contained herein have been made in accordance with generally accepted professional geotechnical engineering practices. No other warranties are implied or expressed.

After the plans and specifications are more complete, the geotechnical engineer should be retained and provided the opportunity to review the final design plans and specifications to confirm that recommendations have been properly incorporated into the design documents.

The findings of this report are valid as of this date, however changes in conditions of a property can occur with passage of time, whether they be due to natural processes or works of man on this or adjacent properties. In addition, changes in applicable or appropriate standards may occur, whether they result from legislation or broadening of knowledge. Accordingly, findings of this report may be invalidated wholly or partially by changes outside our control. Therefore, this report is subject to review and should not be relied upon after a period of one (1) year.

APPENDIX

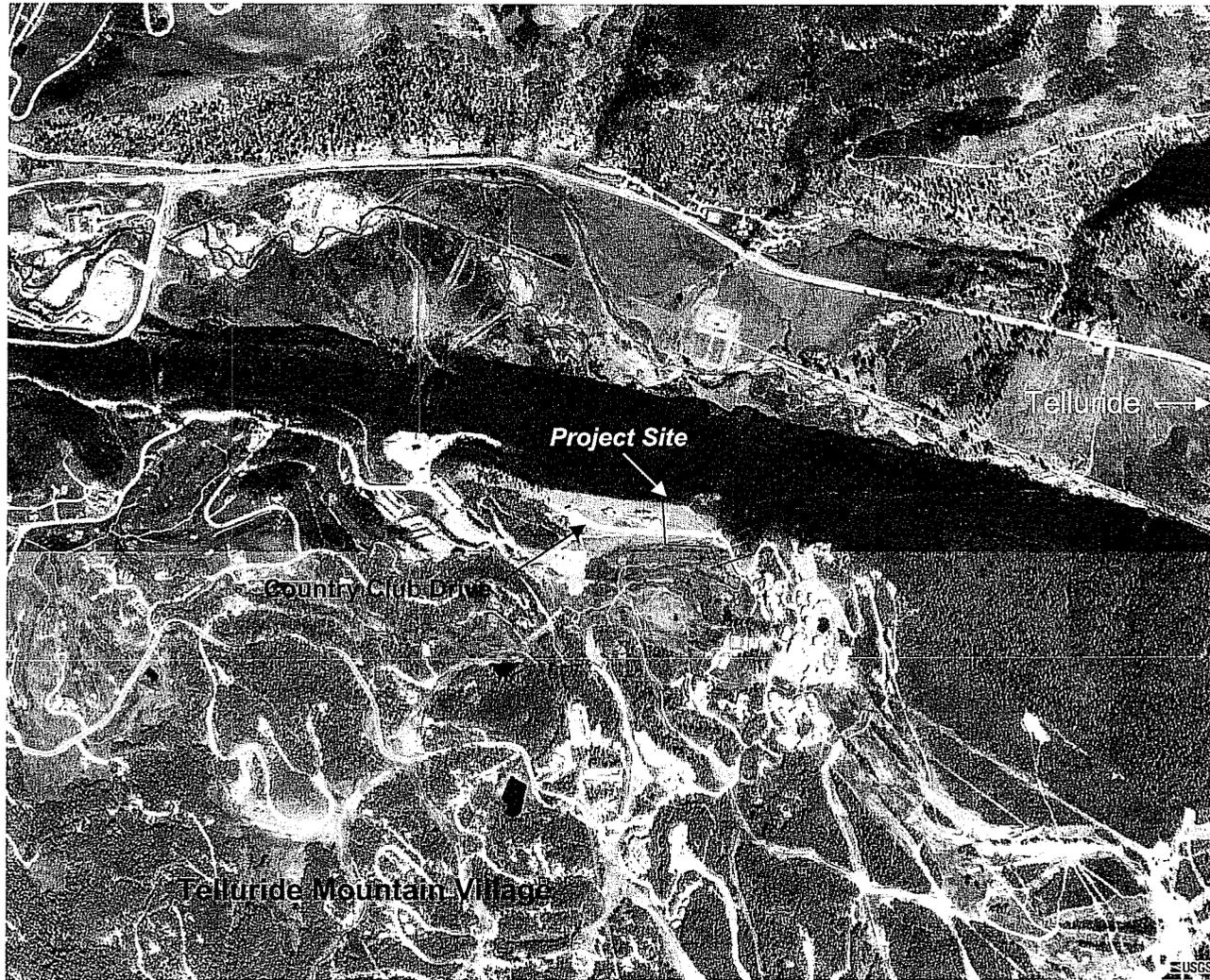


Figure 1

PSI Project Number 284-75010

Site Location Map
Rosewood Hotel & Residences
Telluride, Colorado

psi Information
To Build On
Engineering • Consulting • Testing

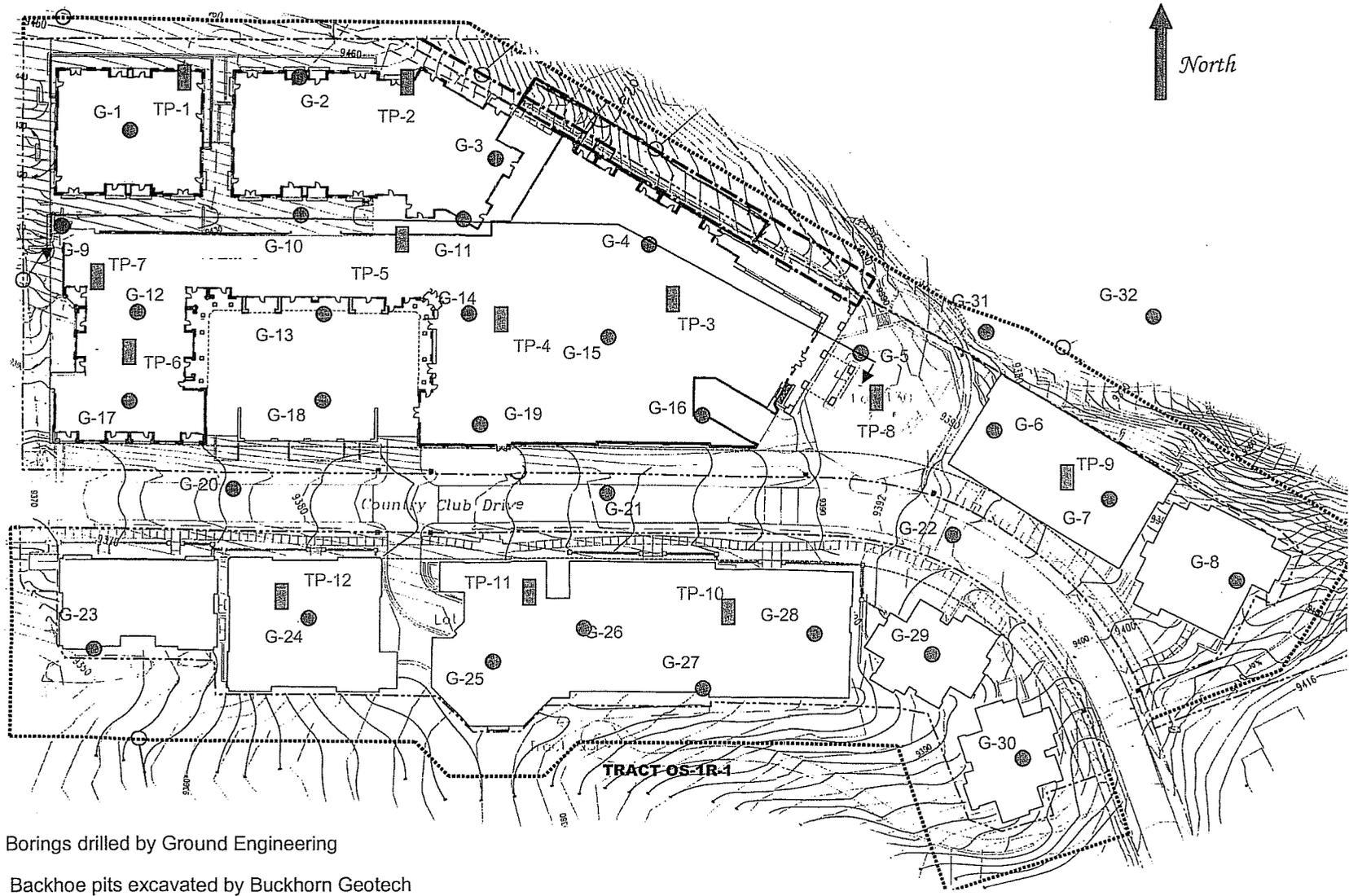


Figure 2

PSI Project Number 284-75010

Site Plan and Building Configuration
 Rosewood Hotel & Residences
 Telluride, Colorado

psi Information
 To Build On
 Engineering • Consulting • Testing

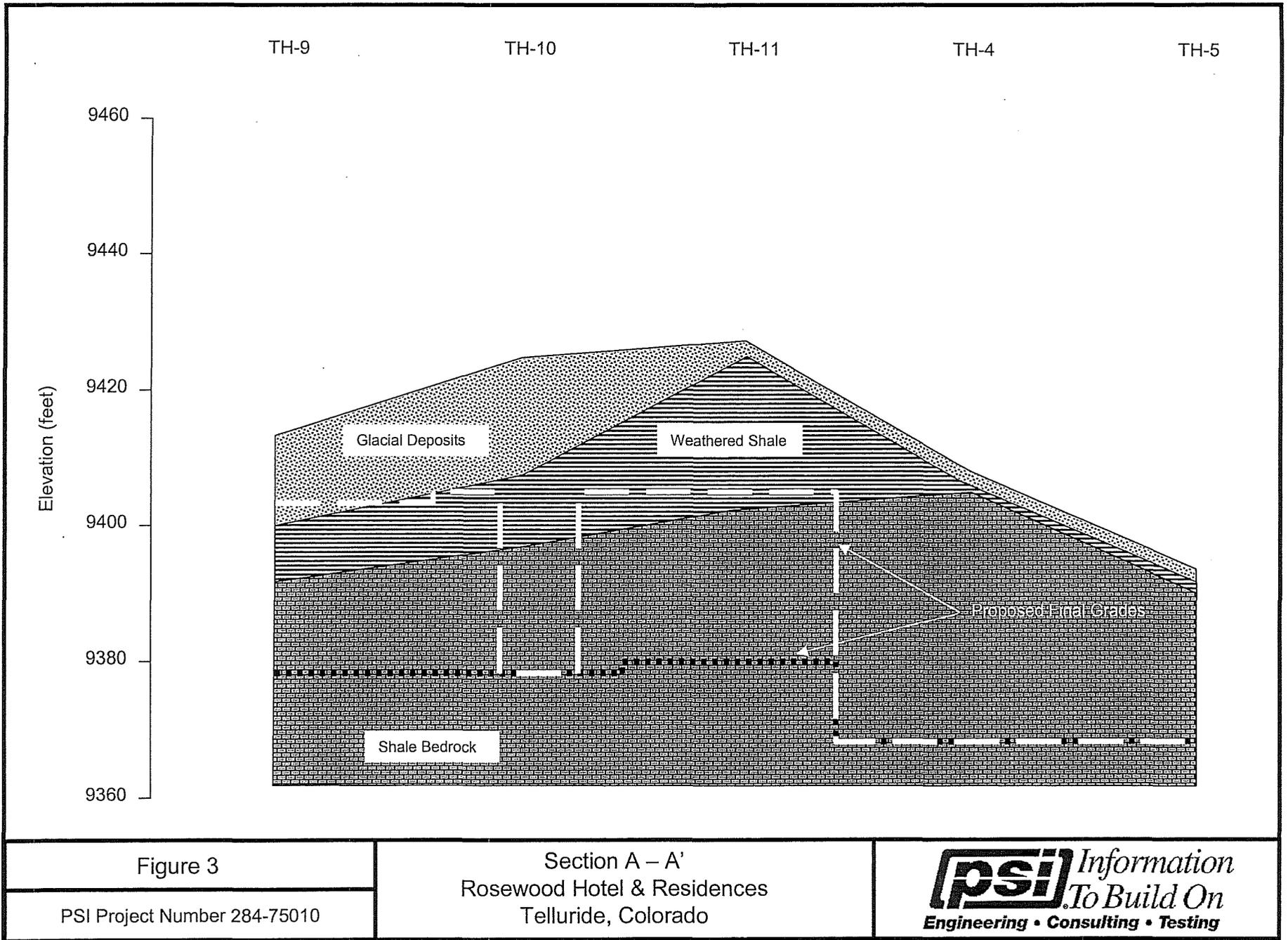


Figure 3

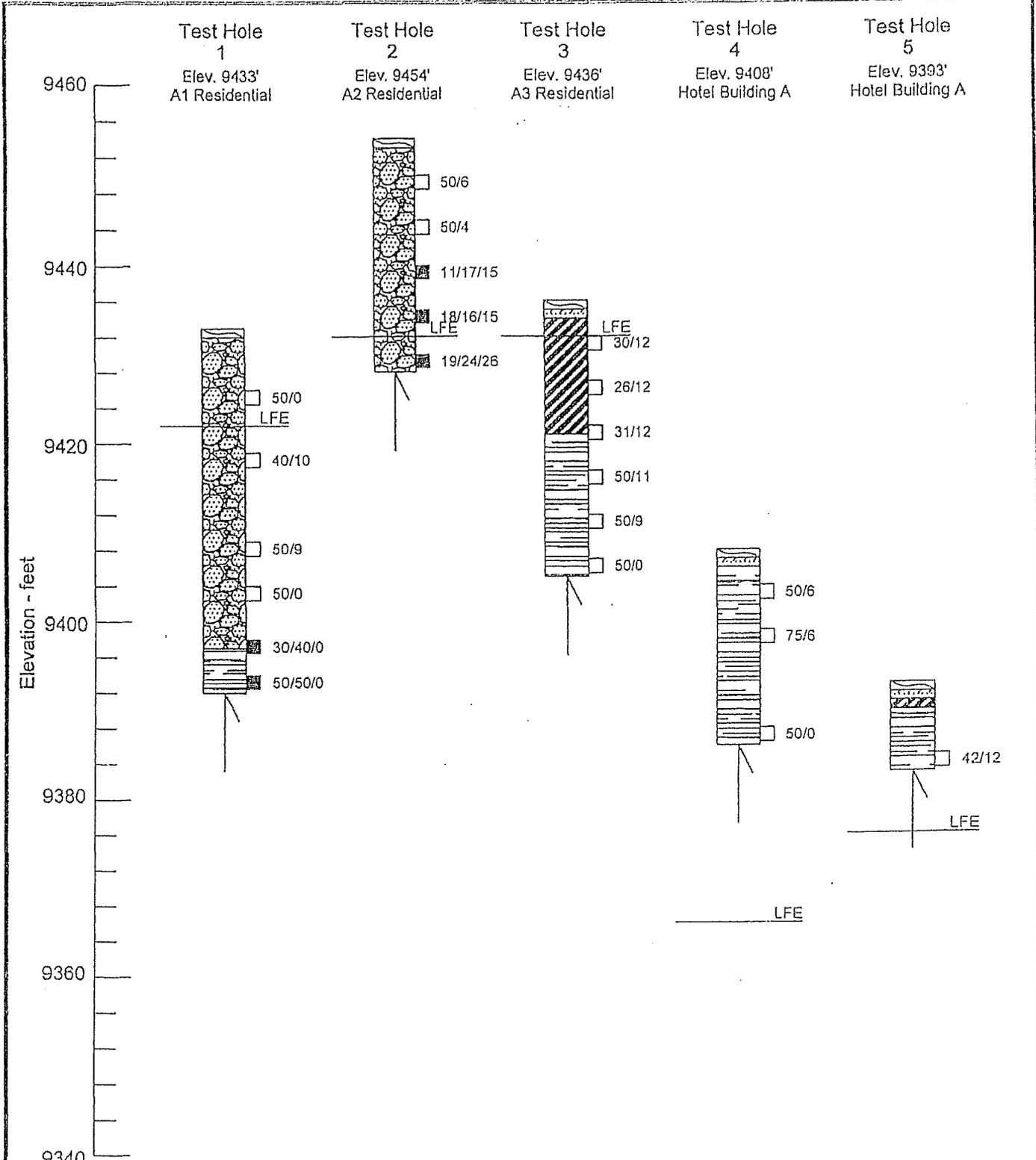
PSI Project Number 284-75010

Section A - A'
 Rosewood Hotel & Residences
 Telluride, Colorado

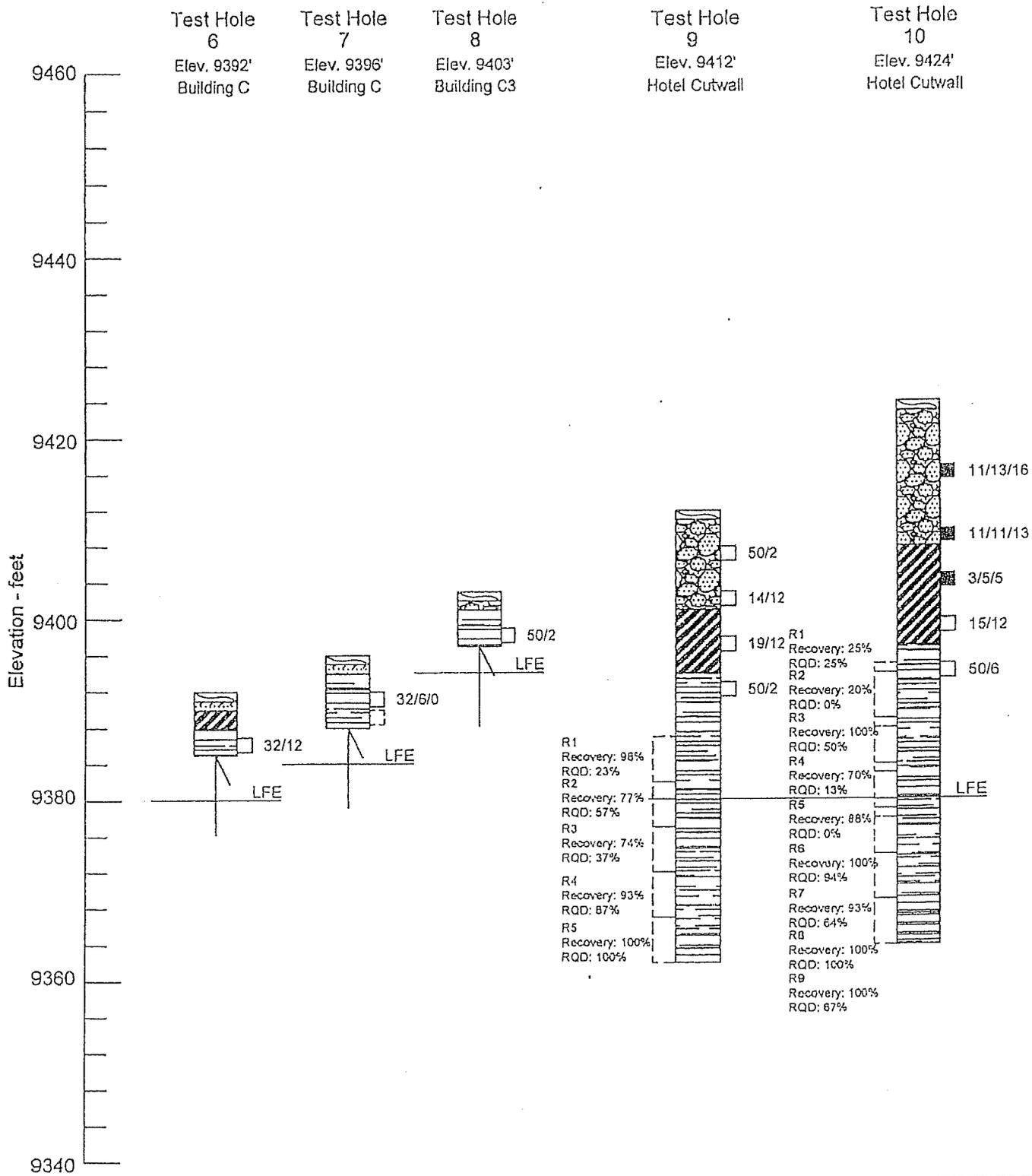
PSI Information
 To Build On
 Engineering • Consulting • Testing

BORING LOGS
GROUND ENGINEERING CONSULTANTS, INC.

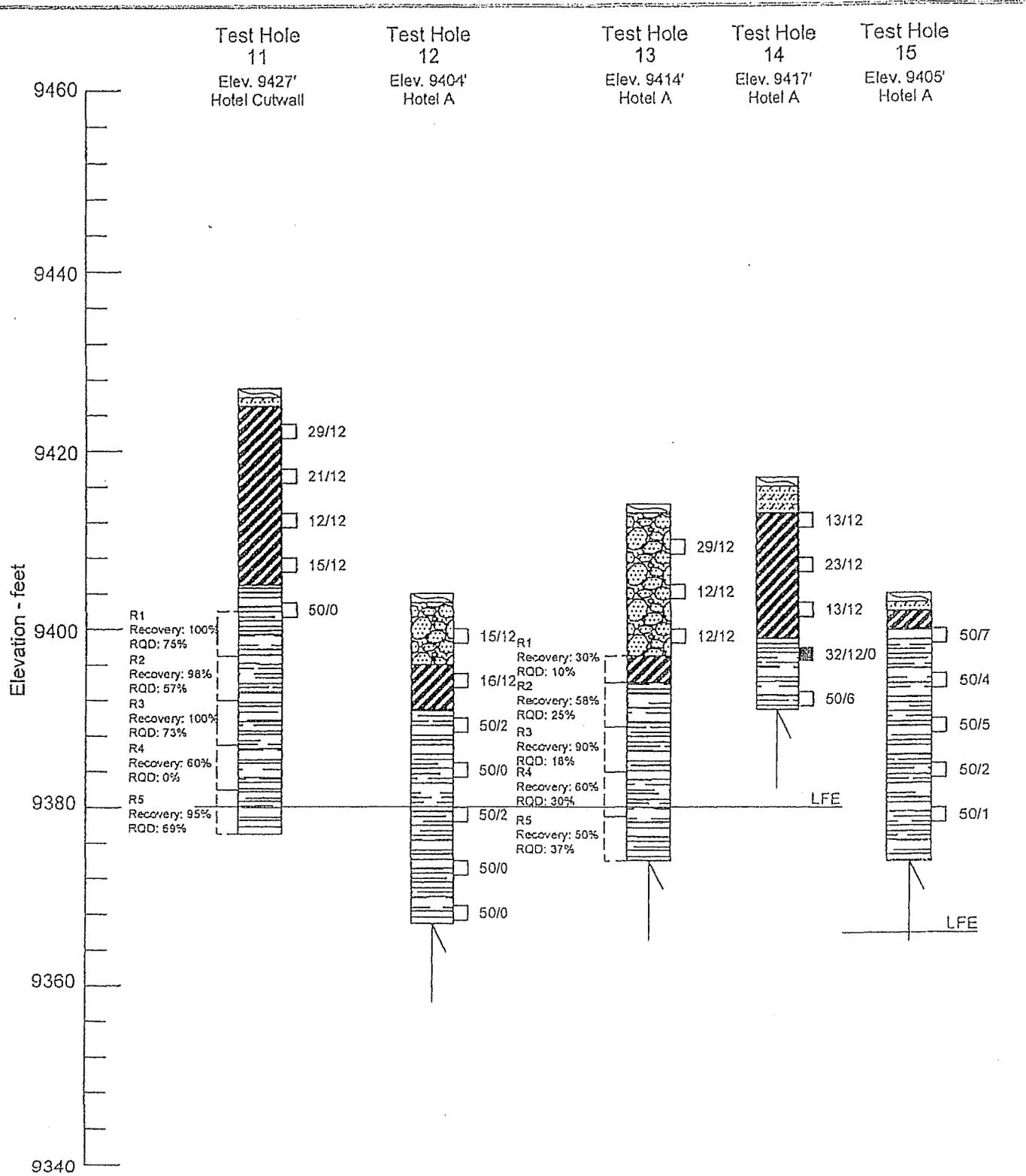
Reference: Subsurface Exploration Program
Geotechnical Recommendations
Proposed Lot 126 Hotel and Residential Development
Town of Mountain Village
Telluride, Colorado
August 29, 2006



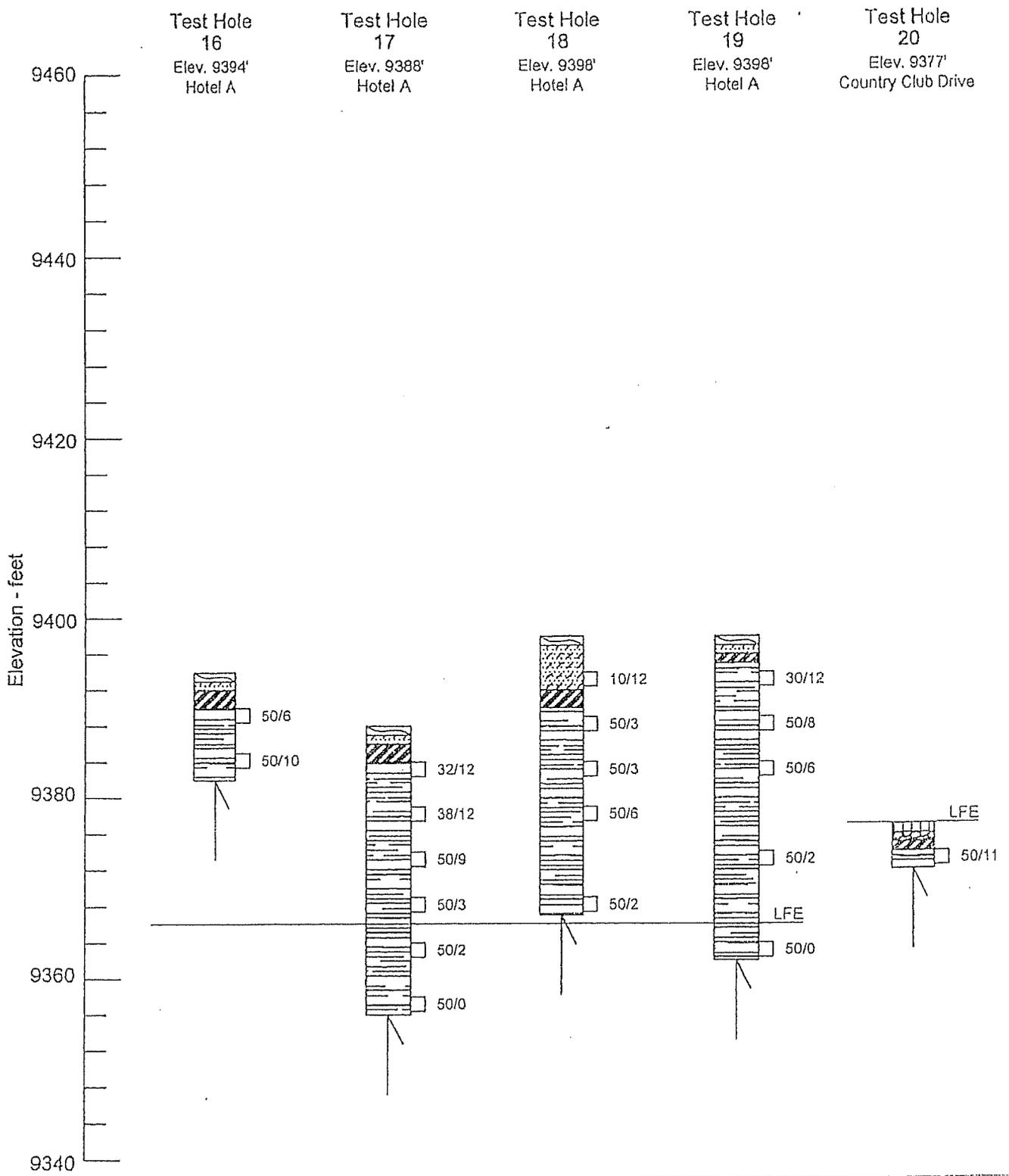
GROUND ENGINEERING CONSULTANTS	
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JOB NO. 06-3076	DRAWN BY: HS
FIGURE: 2	APPROVED BY: JS
CADFILE NAME:.....3076ELOG01.DWG.....	



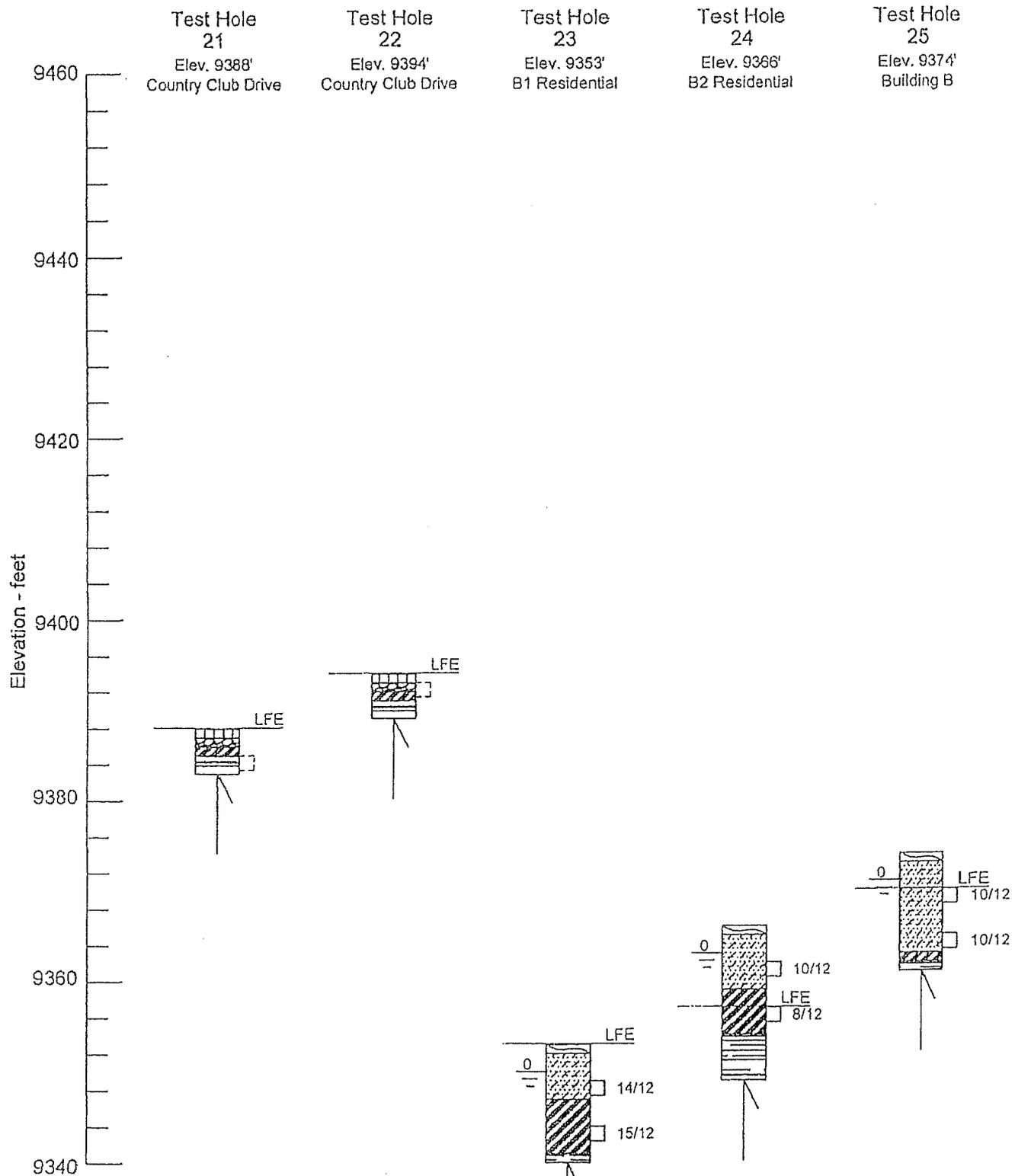
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FIGURE: 3	APPROVED BY: JS
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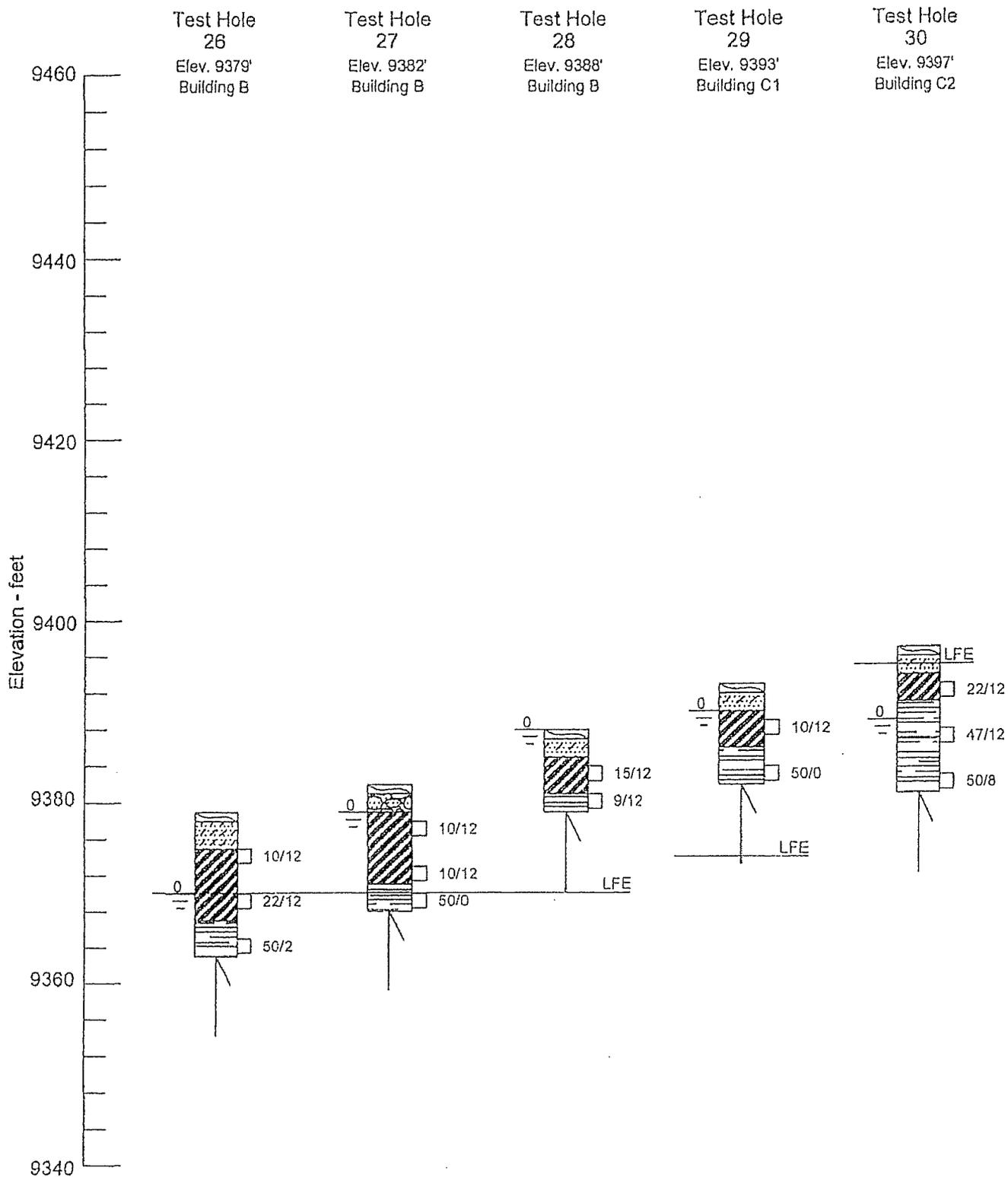
GROUND ENGINEERING CONSULTANTS	
LOGS OF TEST HOLES	
JOB NO. 06-3076	DRAWN BY: HS
FIGURE: 4	APPROVED BY: JS
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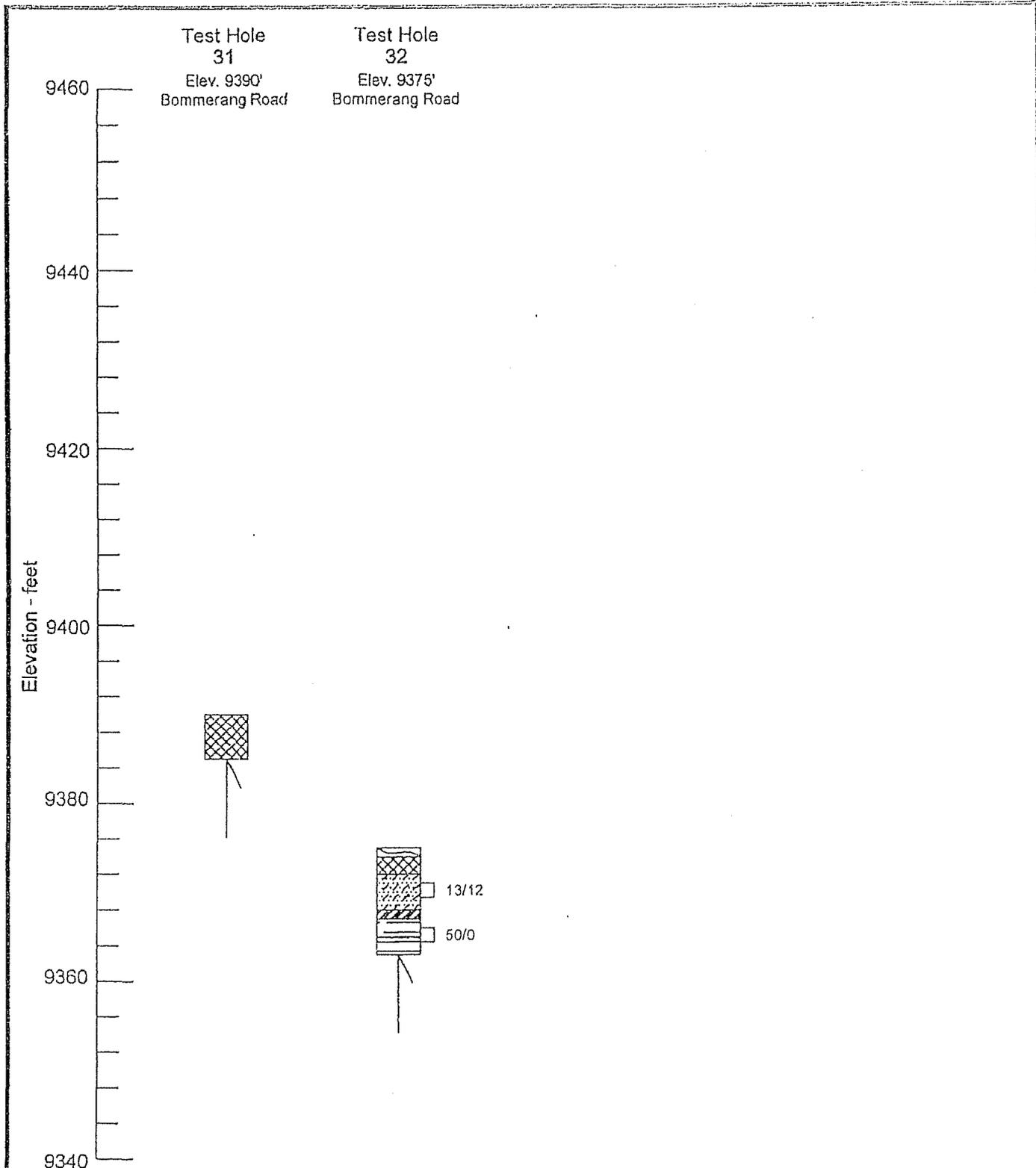
GROUND ENGINEERING CONSULTANTS	
LOGS OF TEST HOLES	
JOB NO. 06-3076	DRAWN BY: HS
FIGURE: 5	APPROVED BY: JS
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GROUND ENGINEERING CONSULTANTS	
LOGS OF TEST HOLES	
JOB NO. 06-3076	DRAWN BY: HS
FIGURE: 6	APPROVED BY: JS
CADFILE NAME: 3076ELOG05.DWG	



GROUND ENGINEERING CONSULTANTS	
LOGS OF TEST HOLES	
JOB NO. 06-3076	DRAWN BY: HS
FIGURE: 7	APPROVED BY: JS
CADFILE NAME:3076ELOG05.DWG.....	



GROUND ENGINEERING CONSULTANTS	
LOGS OF TEST HOLES	
JOB NO. 06-3076	DRAWN BY: HS
FIGURE: 8	APPROVED BY: JS
CADFILE NAME:3076ELOG07.DWG	

LEGEND:



Topsoil



Asphalt



Base Course



Fill: Clayey sand, glacial moraine, or shale spoils associated with the previous preliminary geotechnical test pits.



Glacial Moraine: Silty with gravels, cobbles and boulders up to 5 feet in diameter; fine to coarse grained with gravel, non- to low plastic, slightly to moist, medium dense to dense, and light brown to brown in color.



Sand and Clay: Silty with gravel and occasional layers and lenses of sandy clays; fine to coarse grained with gravel, non- to low plastic, slightly to moist, medium dense to dense, and light brown to brown in color.



Weathered Shale: Weathered to extremely weathered; non to low plastic, slightly to moist, and gray to black in color.



Shale Bedrock: Non to low plastic, hard to very hard, slightly moist to dry, and gray to black in color.



Drive sample, 2-inch I.D. California liner sample



Drive sample, 1-3/8 inch I.D. standard sample



Small disturbed sample

23/12

Drive sample blow count, indicates 23 blows of a 140-pound hammer falling 30 inches were required to drive the sampler 12 inches.



Rig Refusal

The material descriptions on this legend are for general classification purposes only. See the full text of this report for descriptions of the site materials and related recommendations.

GROUND ENGINEERING CONSULTANTS	
LEGEND	
JOB NO. 06-3076	DRAWN BY: HS
FIGURE: 9	APPROVED BY: BKS
CADFILE NAME: 3078ELEG01.DWG	

NOTES:

- 1) Test holes were drilled on 07/25-31/06 with 4-inch diameter continuous flight power augers.
- 2) Locations of the test holes were measured approximately by pacing from features shown on the site plan provided.
- 3) Elevations of the test holes were not measured and the logs of the test holes are drawn to depth.
- 4) The test hole locations and elevations should be considered accurate only to the degree implied by the method used.
- 5) The lines between materials shown on the test hole logs represent the approximate boundaries between material types and the transitions may be gradual.
- 6) Groundwater was not encountered during drilling. Groundwater levels can fluctuate seasonally and in response to landscape irrigation.

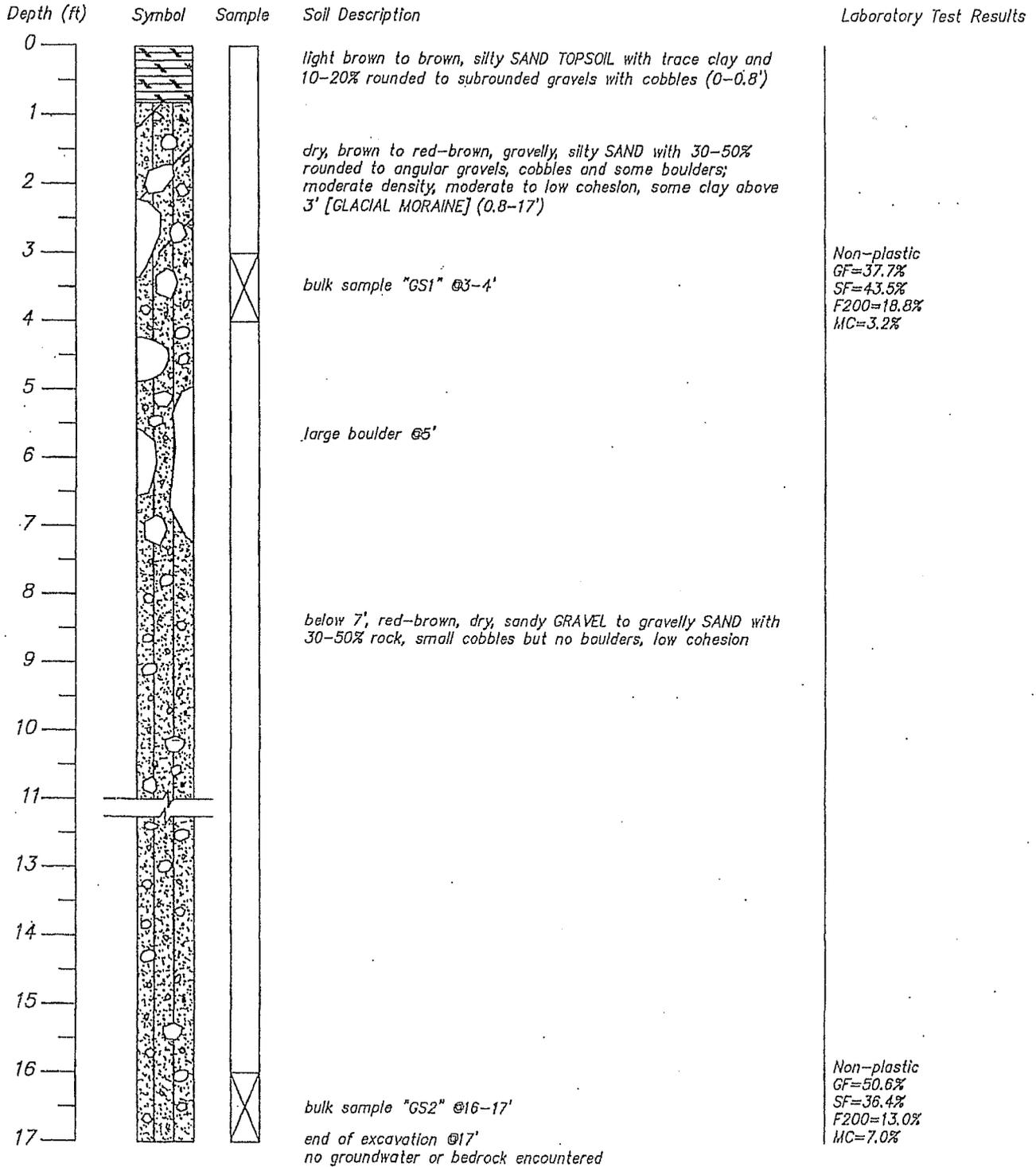
The material descriptions on this legend are for general classification purposes only. See the full text of this report for descriptions of the site materials and related recommendations.

GROUND ENGINEERING CONSULTANTS	
NOTES	
JOB NO. 06-3076	DRAWN BY: HS
FIGURE: 10	APPROVED BY: BKS
CAD FILE NAME:3076ELEG02.DWG.....	

TEST PIT LOGS
BUCKHORN GEOTECH

Reference: Soil Report
Mountain Village Condos-Hotel
Lots 126, 130, 152A, B and C
Telluride Mountain Village
San Miguel County, Colorado
January 31, 2006

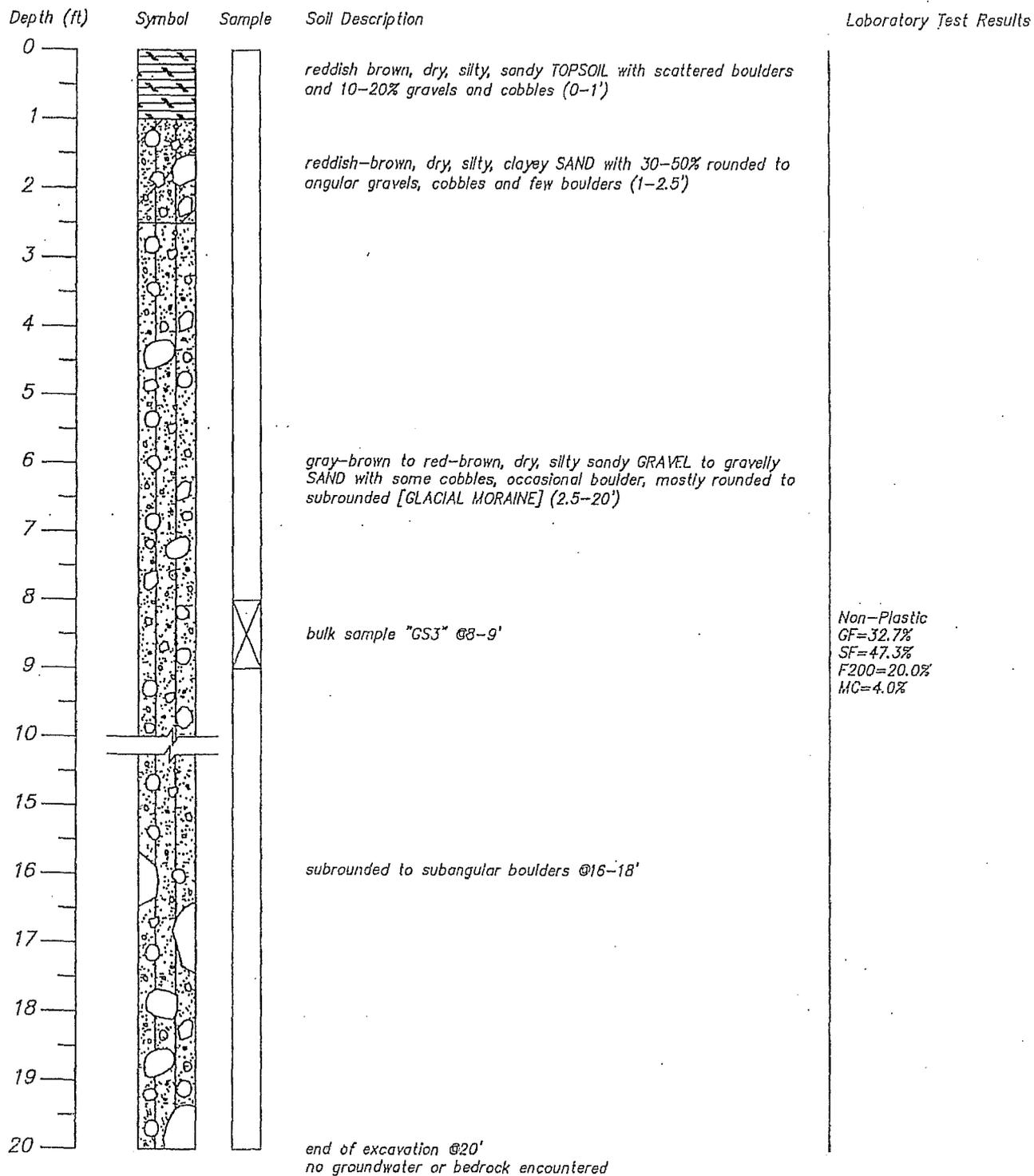
SOIL LOG TEST PIT #1 (TP#1)
 Lot 126 (NW corner)



DRAWING NUMBER 1 OF 12	INVESTIGATION TG	THE HONIGMAN GROUP MOUNTAIN VILLAGE CONDOS-HOTEL LOTS 126, 130, 152A,B,C TELLURIDE MOUNTAIN VILLAGE	 Civil, Structural, and Geotechnical Engineers, Inc. 222 South Park Avenue Montrose, Colorado 81401 Phone (970) 249-6828 Fax (970) 249-0945
	DRAFTING JG		
	DATE 9/15/05		
	JOB NO. 05-434-GEO		

SOIL LOG TEST PIT #2 (TP#2)

Lot 126 (NE corner)



DRAWING NUMBER 2 OF 12	INVESTIGATION	TG
	DRAFTING	JG
	DATE	9/15/05
	JOB NO.	05-434-GEO

THE HONIGMAN GROUP
MOUNTAIN VILLAGE CONDOS-HOTEL
LOTS 126, 130, 152A,B,C
TELLURIDE MOUNTAIN VILLAGE

BUCKHORN GEOTECH

Civil, Structural, and Geotechnical Engineers, Inc.
222 South Park Avenue
Montrose, Colorado 81401
Phone (970) 249-5528 Fax (970) 249-0945

SOIL LOG TEST PIT #3 (TP#3)
 Lot 126 (East side)

Depth (ft)	Symbol	Sample	Soil Description	Laboratory Test Results
0			<i>brown, dry, silty, sandy TOPSOIL with shale fragments (0-0.6')</i>	
1				
2				
3			<i>gray-brown, highly weathered/highly fractured SHALE; easily excavated, with 20-30% sandy, silty soil with some clay (0.6-5')</i>	
4				
5				
6			<i>shale turns dark gray with little soil below 5', breaks into 2 to 4" plates; less weathered, formational Mancos shale; bedding appears to be 3-5' to SW (5-15')</i>	
7				
8			<i>bulk sample "GS4" @8' (soak test)</i>	<i>shale had no reaction to soak test</i>
9			<i>slabs to 4"x12"x4" below 8', less weathered shale but mostly small pieces, vitrious glaze and gritty feel, no soil below 8'</i>	
10			<i>bulk sample "GS5" @10-11' (not tested)</i>	
11				
12			<i>hard below 12'</i>	
13				
14				
15			<i>end of excavation @15' (no moisture) no groundwater encountered</i>	
16				

DRAWING NUMBER

3

OF 12

INVESTIGATION TG

DRAFTING JG

DATE 9/15/05

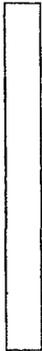
JOB NO. 05-434-GEO

THE HONIGMAN GROUP
 MOUNTAIN VILLAGE CONDOS-HOTEL
 LOTS 126, 130, 152A,B,C
 TELLURIDE MOUNTAIN VILLAGE

BUCKHORN GEOTECH

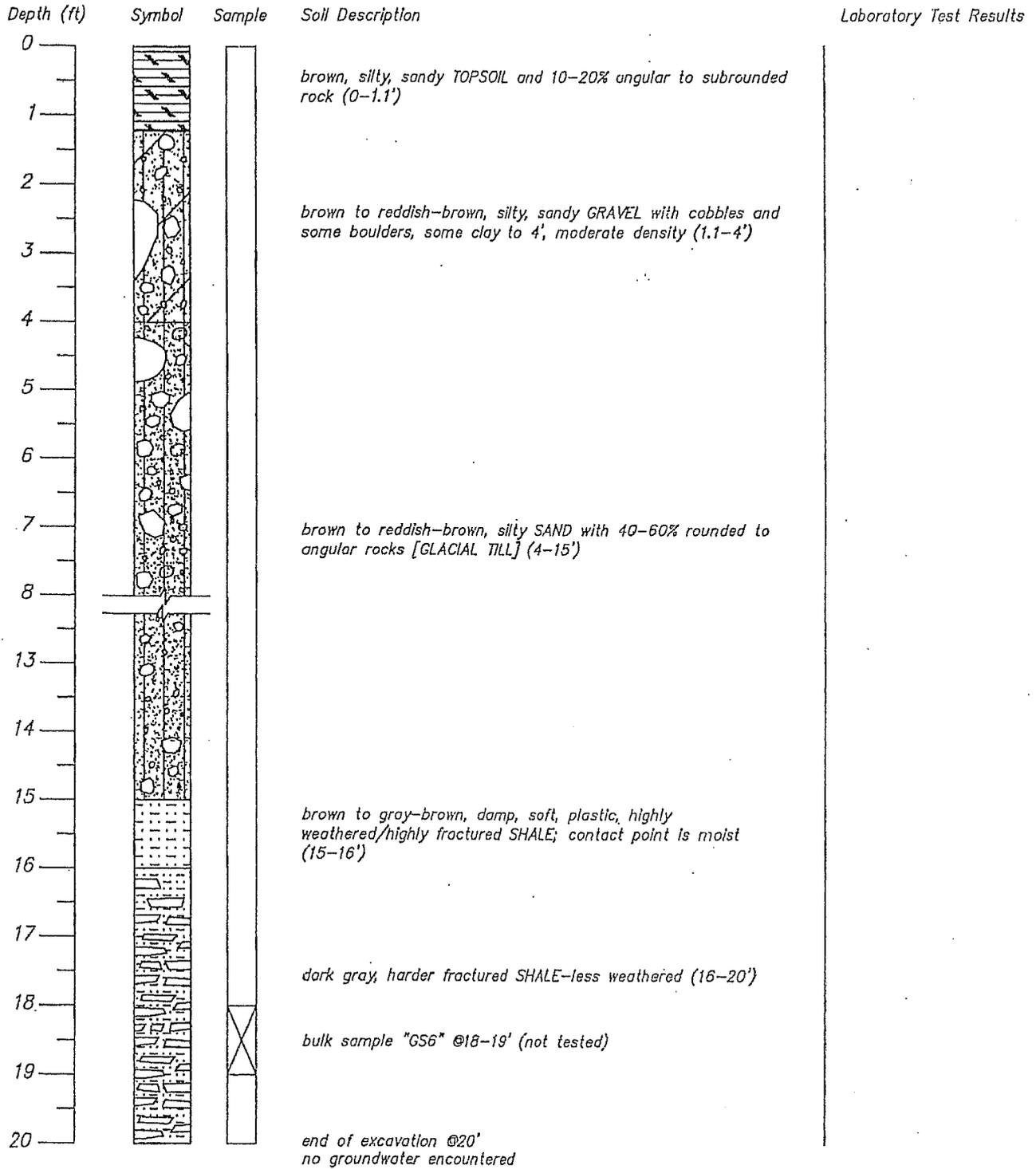
Civil, Structural, and Geotechnical Engineers, Inc.
 222 South Park Avenue
 Montrose, Colorado 81401
 Phone (970) 249-6828 Fax (970) 249-0945

SOIL LOG TEST PIT #4 (TP#4)
 Lot 126 (SE corner)

Depth (ft)	Symbol	Sample	Soil Description	Laboratory Test Results
0			brown, dry, sandy SILT TOPSOIL with 10-20% angular rock (0-1.1')	
1			weathered sandy SHALE with 40-60% silty, clayey SAND interstitial soil and angular blocks of sandy shale (1.1-3.5')	
2			highly weathered/highly fractured SHALE, similar to TP#3 (3.5-4')	
3			end of excavation @ 4' in weathered shale no groundwater encountered	
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				

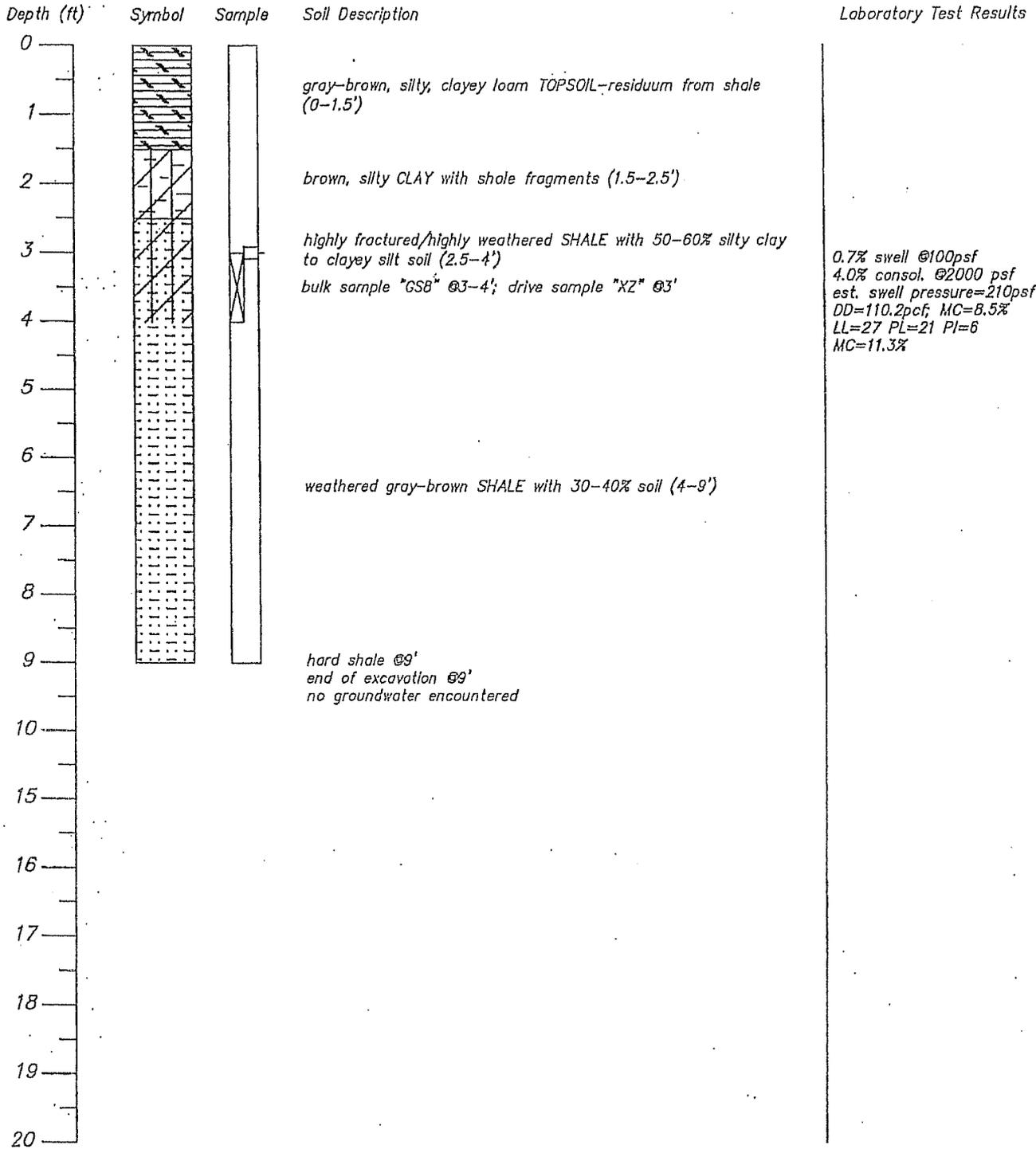
DRAWING NUMBER 4 OF 12	INVESTIGATION TG	THE HONIGMAN GROUP MOUNTAIN VILLAGE CONDOS-HOTEL LOTS 126, 130, 152A,B,C TELLURIDE MOUNTAIN VILLAGE	 Civil, Structural, and Geotechnical Engineers, Inc. 222 South Park Avenue Montrose, Colorado 81401 Phone (970) 249-6828 Fax (970) 249-0945
	DRAFTING JG		
	DATE 9/15/05		
	JOB NO. 05-434-GEO		

SOIL LOG TEST PIT #5 (TP#5)
 Lot 126 (south-central)



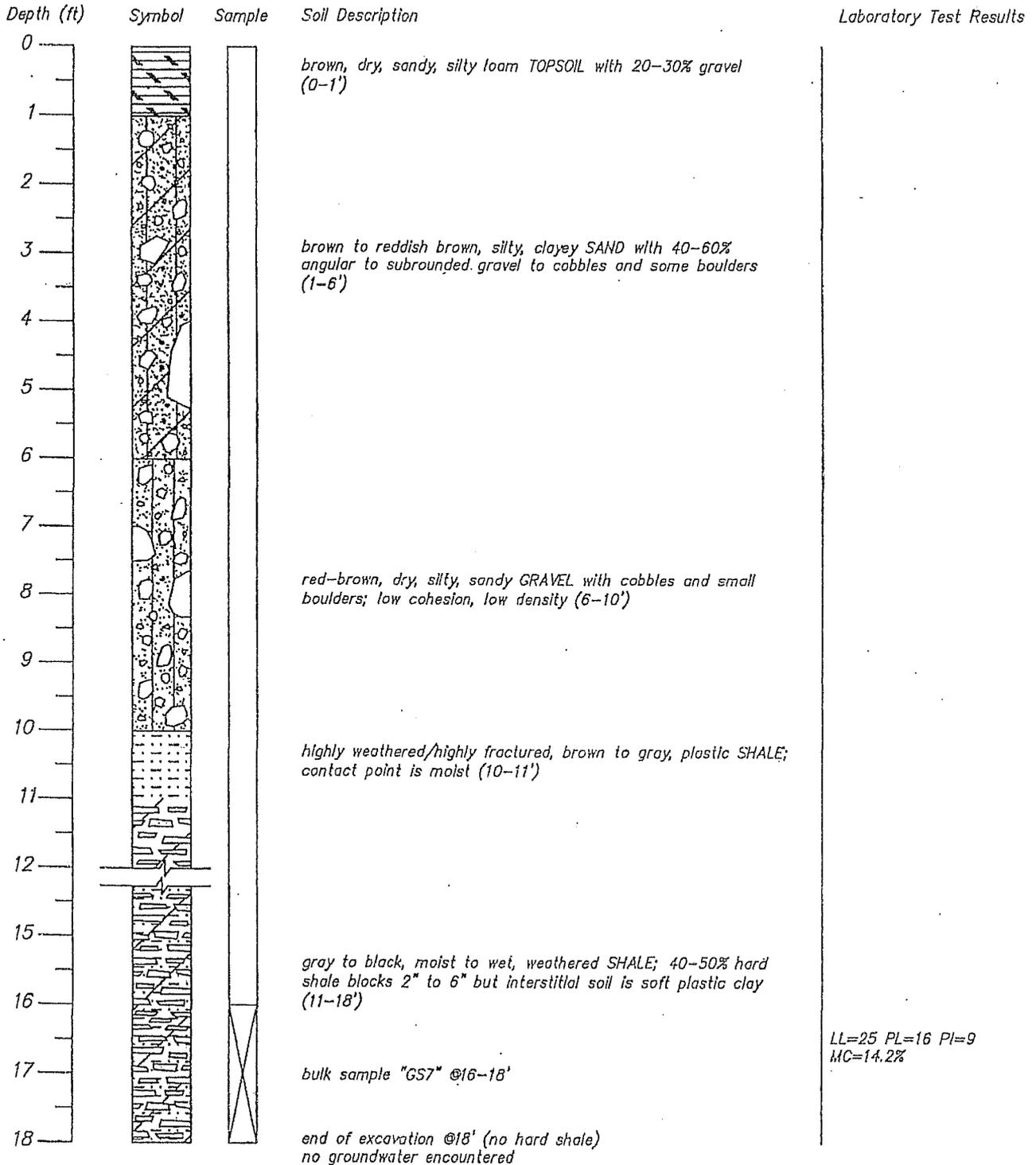
DRAWING NUMBER 5 OF 12	INVESTIGATION TG	THE HONIGMAN GROUP MOUNTAIN VILLAGE CONDOS-HOTEL LOTS 126, 130, 152A,B,C TELLURIDE MOUNTAIN VILLAGE	 Civil, Structural, and Geotechnical Engineers, Inc. 222 South Park Avenue Montrose, Colorado 81401 Phone (970) 246-6828 Fax (970) 249-0945
	DRAFTING JG		
	DATE 9/15/05		
	JOB NO. 05-434-GEO		

SOIL LOG TEST PIT #6 (TP#6)
 Lot 126 (SW corner)



DRAWING NUMBER 6 OF 12	INVESTIGATION TG	THE HONIGMAN GROUP MOUNTAIN VILLAGE CONDOS-HOTEL LOTS 126, 130, 152A,B,C TELLURIDE MOUNTAIN VILLAGE	<div style="border: 1px solid black; padding: 2px; font-weight: bold; font-size: small;">BUCKHORN GEOTECH</div> Civil, Structural, and Geotechnical Engineers, Inc. 222 South Park Avenue Montrose, Colorado 81401 Phone (970) 249-5828 Fax (970) 249-0945
	DRAFTING JG		
	DATE 9/15/05		
	JOB NO. 05-434-GEO		

SOIL LOG TEST PIT #7 (TP#7)
 Lot 126 (north of SW corner)



LL=25 PL=16 PI=9
 MC=14.2%

DRAWING NUMBER 7 OF 12	INVESTIGATION TG	THE HONIGMAN GROUP MOUNTAIN VILLAGE CONDOS-HOTEL LOTS 126, 130, 152A,B,C TELLURIDE MOUNTAIN VILLAGE	 Civil, Structural, and Geotechnical Engineers, Inc. 222 South Park Avenue Montrose, Colorado 81401 Phone (970) 249-6828 Fax (970) 249-0945
	DRAFTING JG		
	DATE 9/15/05		
	JOB NO. 05-434-GEO		

SOIL LOG TEST PIT #8 (TP#8)
Lot 130 (west side)

Depth (ft)	Symbol	Sample	Soil Description	Laboratory Test Results
0			<i>brown, dry, silty, sandy TOPSOIL with few rocks (0-1.3')</i>	
1			<i>gray-brown, sandy partially weathered SHALE, 20-40% silty sand soil, highly fractured (1.3-3')</i>	
2			<i>hard, less fractured sandy SHALE (3-4')</i>	
3			<i>refusal in very hard shaly sandstone @4' no groundwater encountered</i>	
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				

DRAWING NUMBER

8

OF 12

INVESTIGATION TG

DRAFTING JG

DATE 9/15/05

JOB NO. 05-434-GEO

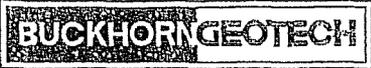
THE HONIGMAN GROUP
MOUNTAIN VILLAGE CONDOS-HOTEL
LOTS 126, 130, 152A,B,C
TELLURIDE MOUNTAIN VILLAGE



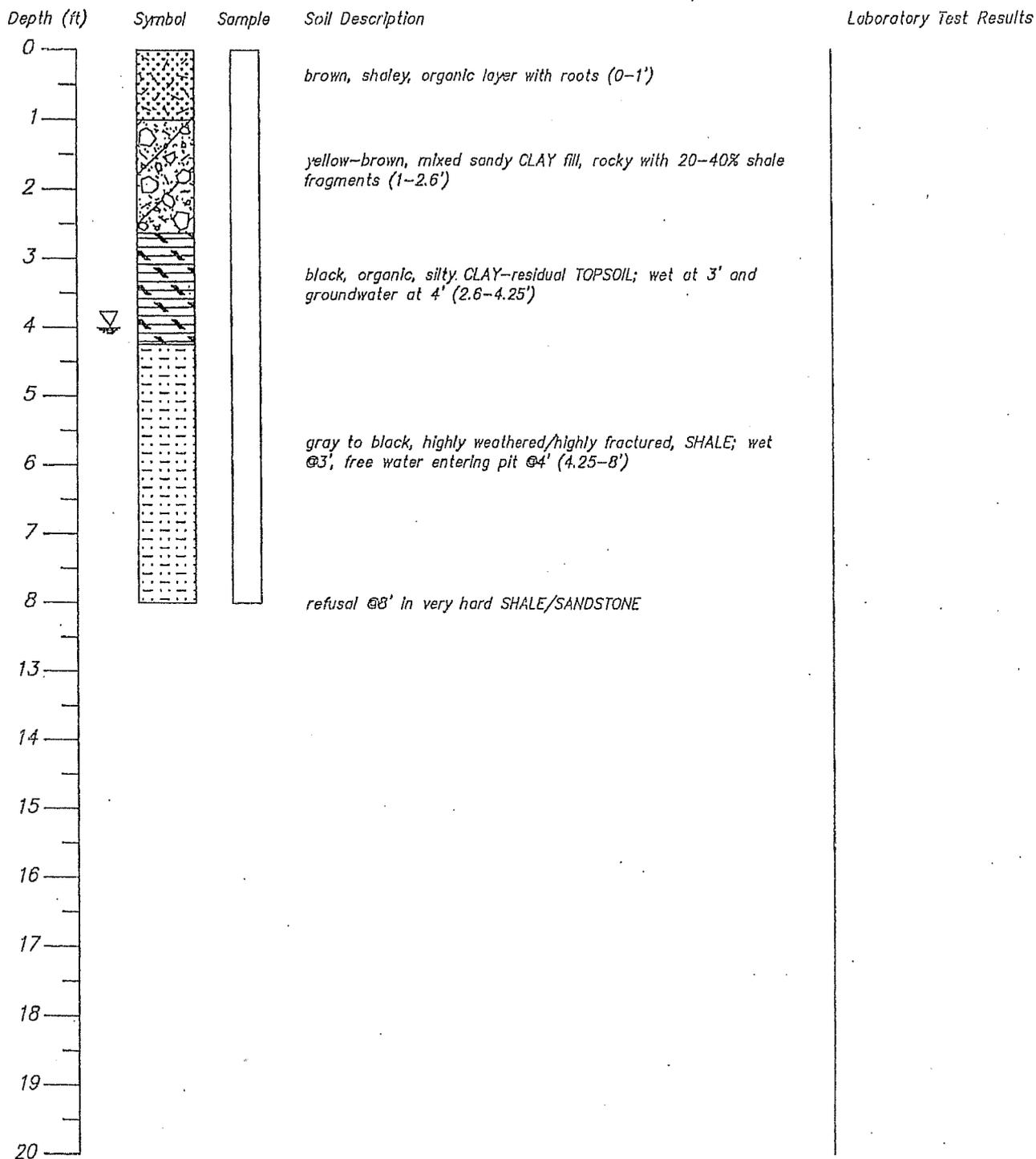
Civil, Structural, and Geotechnical Engineers, Inc.
222 South Park Avenue
Montrose, Colorado 81401
Phone (970) 249-6828 Fax (970) 249-0945

SOIL LOG TEST PIT #9 (TP#9)
Lot 130 (East side)

Depth (ft)	Symbol	Sample	Soil Description	Laboratory Test Results
0			<p><i>black, moist, organic loam TOPSOIL (0-1/1.1')</i></p>	
1			<p><i>brown to yellow-brown, moist, weathered sandy SHALE to shaley SANDSTONE, possibly sandy claystone (1/1.1-2.5')</i></p>	
2			<p><i>gray brown to orange, harder sandy SHALE; wet on fracture surfaces, vertical fractures with orange staining, clay in horizontal fracture surfaces (2.5-4.5')</i></p>	
3			<p><i>refusal @4.5' in very hard SHALE/SANDSTONE no groundwater encountered</i></p>	
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				

DRAWING NUMBER 9 OF 12	INVESTIGATION TG	THE HONIGMAN GROUP MOUNTAIN VILLAGE CONDOS-HOTEL LOTS 126, 130, 152A,B,C TELLURIDE MOUNTAIN VILLAGE	 Civil, Structural, and Geotechnical Engineers, Inc. 222 South Park Avenue Montrose, Colorado 81401 Phone (970) 249-6828 Fax (970) 249-0945
	DRAFTING JG		
	DATE 9/15/05		
	JOB NO. 05-434-GEO		

SOIL LOG TEST PIT #10 (TP#10)
 Lot 152C (north-central)



DRAWING NUMBER

10

OF 12

INVESTIGATION TG

DRAFTING JG

DATE 9/15/05

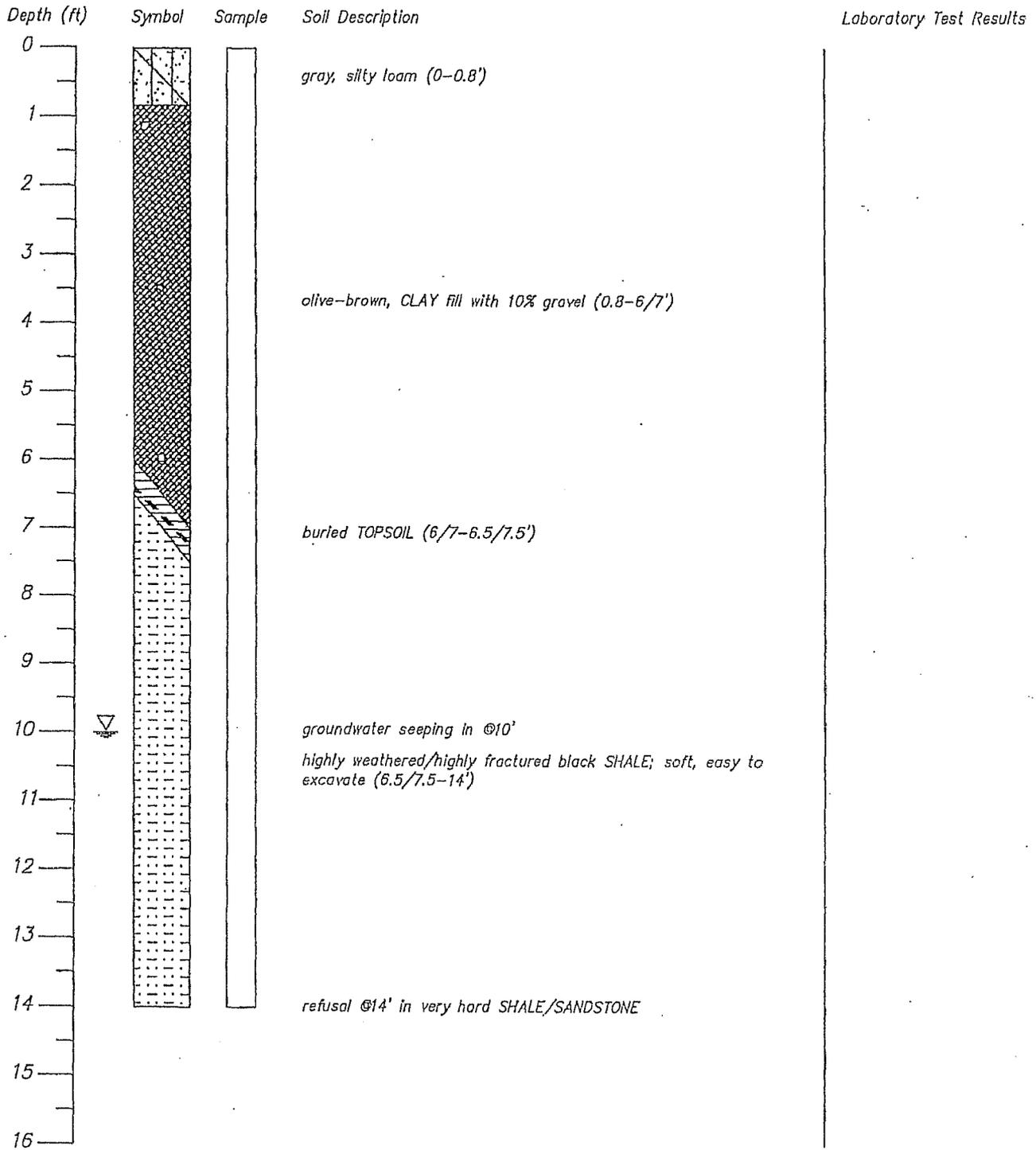
JOB NO. 05-434--GEO

THE HONIGMAN GROUP
 MOUNTAIN VILLAGE CONDOS-HOTEL
 LOTS 126, 130, 152A,B,C
 TELLURIDE MOUNTAIN VILLAGE

BUCKHORN GEOTECH

Civil, Structural, and Geotechnical Engineers, Inc.
 222 South Park Avenue
 Montrose, Colorado 81401
 Phone (970) 249-6828 Fax (970) 249-0945

SOIL LOG TEST PIT #11 (TP#11)
Lot 152B (NE corner)



DRAWING NUMBER

11

OF 12

INVESTIGATION TG

DRAFTING JG

DATE 9/15/05

JOB NO. 05-434-GEO

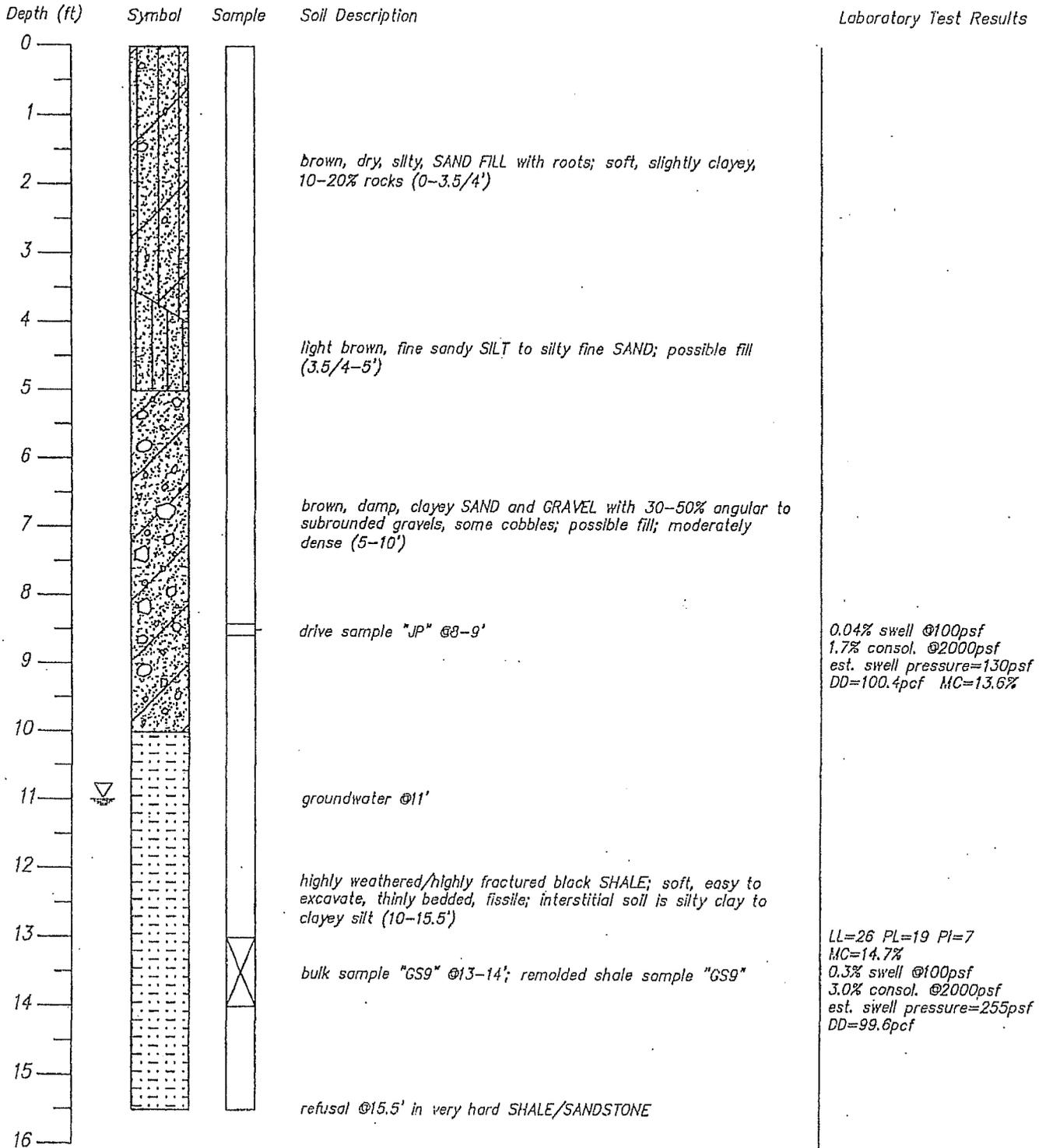
THE HONIGMAN GROUP
MOUNTAIN VILLAGE CONDOS-HOTEL
LOTS 126, 130, 152A,B,C
TELLURIDE MOUNTAIN VILLAGE



Civil, Structural, and Geotechnical Engineers, Inc.
222 South Park Avenue
Montrose, Colorado 81401
Phone (970) 249-6828 Fax (970) 249-0945

SOIL LOG TEST PIT #12 (TP#12)

Lot 152A (NE corner)



DRAWING NUMBER

12

OF 12

INVESTIGATION TG

DRAFTING JG

DATE 9/15/05

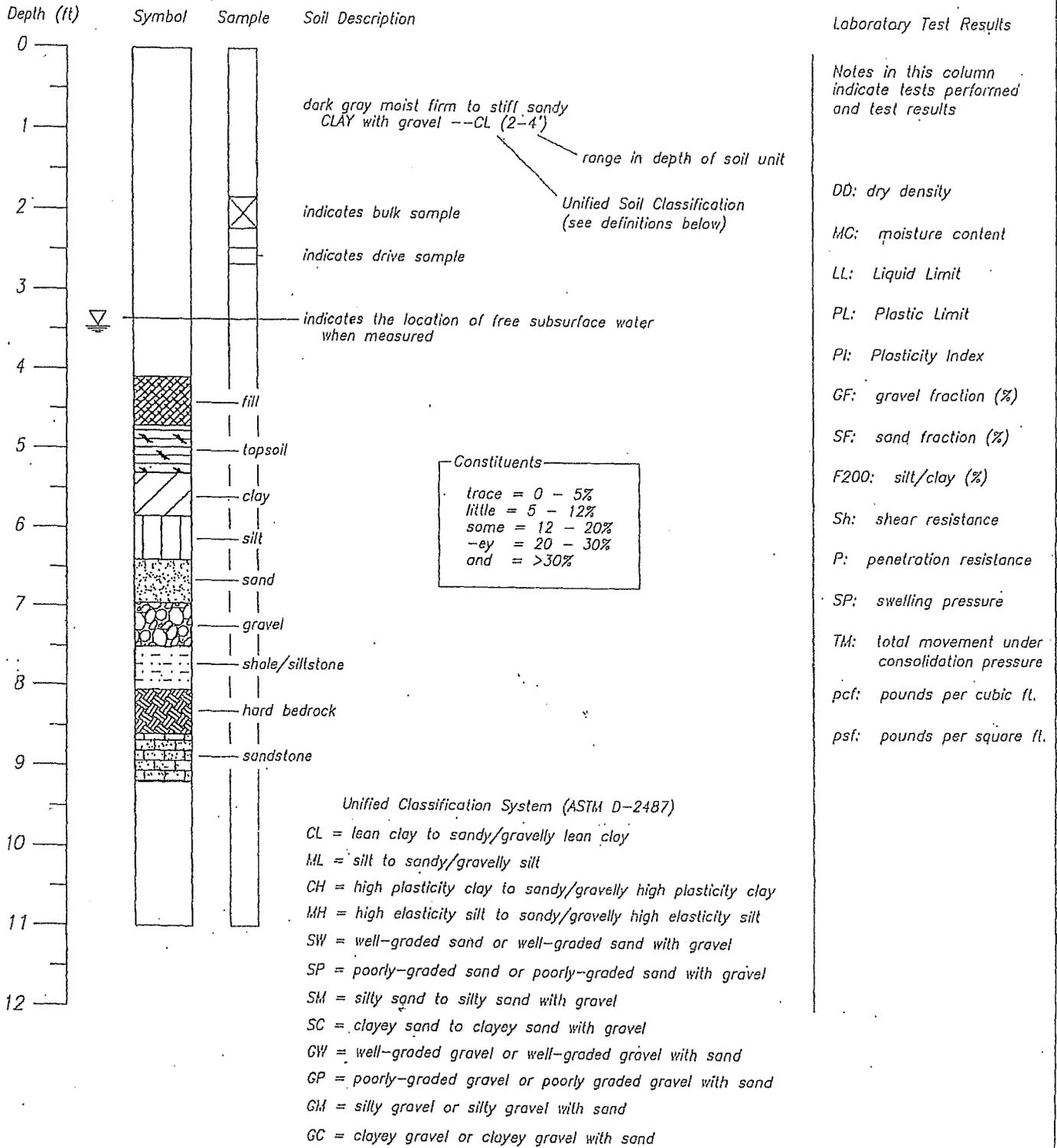
JOB NO. 05-434-GEO

THE HONIGMAN GROUP
 MOUNTAIN VILLAGE CONDOS-HOTEL
 LOTS 126, 130, 152A,B,C
 TELLURIDE MOUNTAIN VILLAGE

BUCKHORN GEOTECH

Civil, Structural, and Geotechnical Engineers, Inc.
 222 South Park Avenue
 Montrose, Colorado 81401
 Phone (970) 249-6828 Fax (970) 249-0945

SOIL LOG KEY



DRAWING NUMBER 1 OF 1	INVESTIGATION
	DRAFTING
	DATE
	JOB NO.

SOIL LOG KEY

BUCKHORN GEOTECH

Civil, Structural, and Geotechnical Engineers, Inc.
222 South Park Avenue
Montrose, Colorado 81401
Phone (970) 249-6828 Fax (970) 249-0945

Thank you!

BASE TELLURIDE, LLC

LOTS 126R, 152R, TRACT OSP-126 & TRACT OSP-118

TOWN OF MOUNTAIN VILLAGE, CO MAJOR SUBDIVISION APPLICATION

SEPTEMBER 19, 2022

REVISED AS OF MARCH 24, 2023

Attachment A.a

Project Description

The application proposes Lot 126R to be rezoned from one (1) Multi-Family Lot and subdivide into nine (9) individual Single Family Lots and to reallocate OSP-118 and OSP-126. A private Access Tract (Tract 126-A) is proposed to be carved out of Lot 126R in order to provide one internal access from Country Club Drive to seven (7) of the Single Family Lots. The reconfigured open space parcels OSP-118 and OSP-126 provide increased separation and buffers for adjacent properties and trails. The proposed development preserves and maintains much of the currently existing open space on Lot 126R with no change to total amount of acreage. OSP-126 has been relocated along the west and north edges of Lot 126R buffering existing residential development. OSP-118 has been reconfigured to remove the extension along the east edge of Lot 126R and adjacent residential development, which will be primarily redesignated as General Easement on Lot 126R-1.

A portion of the Lot 152R is proposed to be subdivided to create a new open space parcel, OSP-152R, which will be rezoned from Multi-family to Passive Open Space. The open space is proposed to provide an additional buffer for the Big Billie's Trail and to protect existing wetlands on the Property. A Rezoning/Density Transfer Application has been submitted concurrently.

Base Telluride intends to develop both Lot 152R and the Lot 126R Single Family lots in an integrated development that will include the creation of a common interest community and an owners association for the entire Property. Detailed architectural plans for the integrated development will be presented after the Property is rezoned and subdivided in connection with the current proposed applications.

The work contained within these documents consists of the primary elements listed below:

1. Existing Condition Plan - Refer to Surveyor Drawings
2. Conceptual Site Plan
3. Conceptual Grading Plan - Refer to Civil Engineering Drawings
4. Computer Massing Model
5. Conceptual Landscaping Plan
6. Conceptual Infrastructure Plan - Refer to Civil Engineering Drawings
7. Conceptual Plat - Refer to Surveyor Drawings

Vicinity Map



Sheet Index

Sheet Title	SEPTEMBER 19, 2022	DECEMBER 9, 2022	JANUARY 13, 2023	MARCH 24, 2023
Application Drawings:				
GENERAL INFORMATION:				
L0-00 Cover Page	•	•	•	•
Existing Condition Plan	•	•	•	•
PROPOSED DEVELOPMENT PLAN:				
L1 Conceptual Site Plan	•	•	•	•
C1 Civil Engineering Notes	•	•	•	•
C2.1 Overall Site Plan/Conceptual Grading Plan	•	•	•	•
C2.2 Upper Lot Access - Plan & Profile	•	•	•	•
C2.3 Road Improvements with Country Club Profile	•	•	•	•
L2 Site Development Concept - Plan	•	•	•	•
L3 Site Development Concept - Computer Massing	•	•	•	•
L4 Conceptual Landscaping Plan	•	•	•	•
L5 Proposed Zoning Plan	•	•	•	•
L6 Proposed Trail Exhibit	•	•	•	•
ENGINEERED INFRASTRUCTURE PLAN:				
C3 Utility Mains/Engineered Infrastructure Plan	•	•	•	•
Access Plan - See Upper Lot Access	•	•	•	•
PROPOSED PLAT:				
Proposed Plat - General Notes	•	•	•	•
Proposed Plat	•	•	•	•
Vacated Easements	•	•	•	•
ADDITIONAL EXHIBITS:				
Existing Boomerang Trail Location	•	•	•	•
Relocated Boomerang Trail Easement Exhibit	•	•	•	•
Public Improvements Cost Spreadsheet	•	•	•	•

SHEET LEGEND KEY:
 • Indicates included sheet
 ○ Indicates included but revised sheet

OWNER:
BASE Telluride
 305 Benchmark Drive
 Mountain Village, CO 81435
 Tel: (512) 420-7317

LANDSCAPE ARCHITECT:
DESIGNWORKSHOP
 120 East Main Street
 Aspen, Colorado 81611
 Tel: (970) 925-8354
 Fax: (970) 920-1387
 Contact: Darla Callaway

CIVIL ENGINEER:
 Uncompahgre Engineering, LLC
 PO Box 3945
 Telluride, CO 81435
 Tel: (970) 729-0683
 Contact: David Ballode

LAND USE ATTORNEY:
 The Law Offices of Stephanie L. Fanos
 101 East Colorado Avenue, Suite 201-A
 Telluride, Colorado 81435
 Tel: (970) 728-1861
 Fax: (866) 515-1221
 Contact: Stephanie L. Fanos

SURVEYOR:
 Bulson Surveying
 166 Alexander Overlook
 Telluride, CO 81435
 Tel: (970) 318-6987
 Contact: David Bulson

Existing Conditions/Improvement Survey

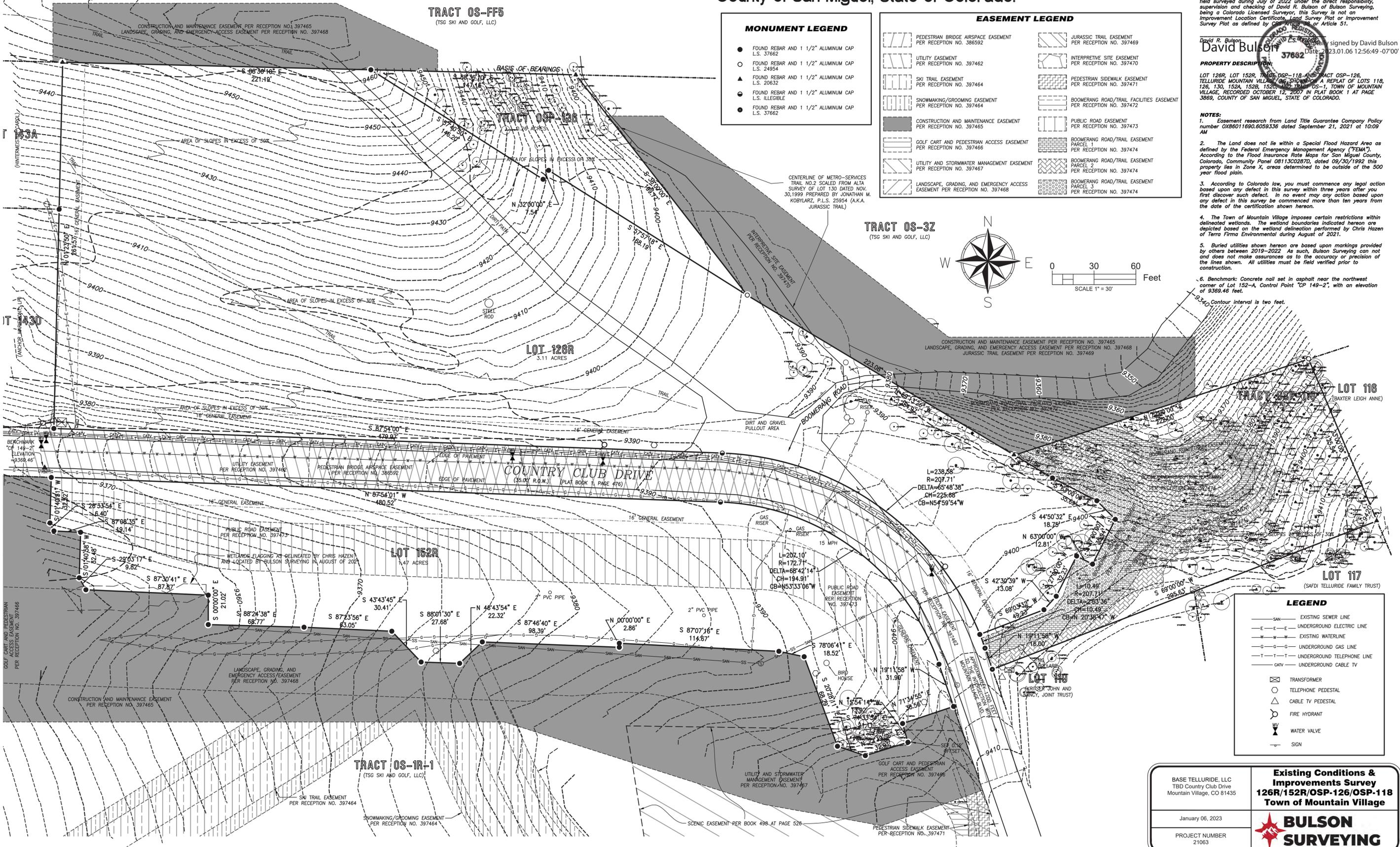
Lots 126R and 152R and Tracts OSP-118 and OSP-126, Town of Mountain Village County of San Miguel, State of Colorado.

SURVEYOR'S STATEMENT:
 This Existing Conditions/Improvement Survey of Lots 126R and 152R and Tracts OSP-118 and OSP-126, Town of Mountain Village, was field surveyed during July of 2022 under the direct responsibility, supervision and checking of David R. Bulson of Bulson Surveying, being a Colorado Licensed Surveyor; this Survey is not an Improvement Location Certificate, Land Survey Plat or Improvement Survey Plat as defined by C.R.S. Article 17 or Article 51.

David R. Bulson
 Date: 2/23/2023 12:56:49 -0700
 37682

PROPERTY DESCRIPTION:
 LOT 126R, LOT 152R, TRACT OSP-118 AND TRACT OSP-126, TELLURIDE MOUNTAIN VILLAGE, AS SHOWN ON A REPLAT OF LOTS 118, 126, 130, 152A, 152B, 152C AND TRACT OSP-1, TOWN OF MOUNTAIN VILLAGE, RECORDED OCTOBER 12, 2007 IN PLAT BOOK 1 AT PAGE 3889, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

- NOTES:**
- Easement research from Land Title Guarantee Company Policy number OXB6011690.6059336 dated September 21, 2021 at 10:09 AM
 - The Land does not lie within a Special Flood Hazard Area as defined by the Federal Emergency Management Agency ("FEMA"). According to the Flood Insurance Rate Maps for San Miguel County, Colorado, Community Panel 0813002970, dated 09/30/1992, this property lies in Zone X, areas determined to be outside of the 500 year flood plain.
 - 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.
 - The Town of Mountain Village imposes certain restrictions within delineated wetlands. The wetland boundaries indicated hereon are depicted based on the wetland delineation performed by Chris Hazen of Terra Firma Environmental during August of 2021.
 - Buried utilities shown hereon are based upon markings provided by others between 2019-2022. As such, Bulson Surveying can not and does not make assurances as to the accuracy or precision of the lines shown. All utilities must be field verified prior to construction.
 - Benchmark: Concrete nail set in asphalt near the northwest corner of Lot 152-A, Control Point "CP 149-2", with an elevation of 9369.46 feet.

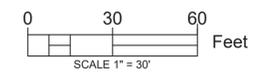


MONUMENT LEGEND

- FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 37682
- FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 24954
- ▲ FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 20632
- FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 37682
- FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 37682

EASEMENT LEGEND

	PEDESTRIAN BRIDGE AIRSPACE EASEMENT PER RECEPTION NO. 397462		JURASSIC TRAIL EASEMENT PER RECEPTION NO. 397469
	UTILITY EASEMENT PER RECEPTION NO. 397462		INTERPRETIVE SITE EASEMENT PER RECEPTION NO. 397470
	SKI TRAIL EASEMENT PER RECEPTION NO. 397464		PEDESTRIAN SIDEWALK EASEMENT PER RECEPTION NO. 397471
	SNOWMAKING/GROOMING EASEMENT PER RECEPTION NO. 397464		BOOMERANG ROAD/TRAIL FACILITIES EASEMENT PER RECEPTION NO. 397472
	CONSTRUCTION AND MAINTENANCE EASEMENT PER RECEPTION NO. 397465		PUBLIC ROAD EASEMENT PER RECEPTION NO. 397473
	GOLF CART AND PEDESTRIAN ACCESS EASEMENT PER RECEPTION NO. 397466		BOOMERANG ROAD/TRAIL EASEMENT PARCEL 3 PER RECEPTION NO. 397474
	UTILITY AND STORMWATER MANAGEMENT EASEMENT PER RECEPTION NO. 397467		BOOMERANG ROAD/TRAIL EASEMENT PARCEL 2 PER RECEPTION NO. 397474
	LANDSCAPE, GRADING, AND EMERGENCY ACCESS EASEMENT PER RECEPTION NO. 397468		BOOMERANG ROAD/TRAIL EASEMENT PARCEL 1 PER RECEPTION NO. 397474



LEGEND

	EXISTING SEWER LINE
	UNDERGROUND ELECTRIC LINE
	EXISTING WATERLINE
	UNDERGROUND GAS LINE
	UNDERGROUND TELEPHONE LINE
	UNDERGROUND CABLE TV
	TRANSFORMER
	TELEPHONE PEDESTAL
	CABLE TV PEDESTAL
	FIRE HYDRANT
	WATER VALVE
	SIGN

BASE TELLURIDE, LLC TBD Country Club Drive Mountain Village, CO 81435	Existing Conditions & Improvements Survey 126R/152R/OSP-118/OSP-126 Town of Mountain Village
January 06, 2023 PROJECT NUMBER 21063	BULSON SURVEYING

SLOPE LEGEND

 SLOPE 30% OR GREATER

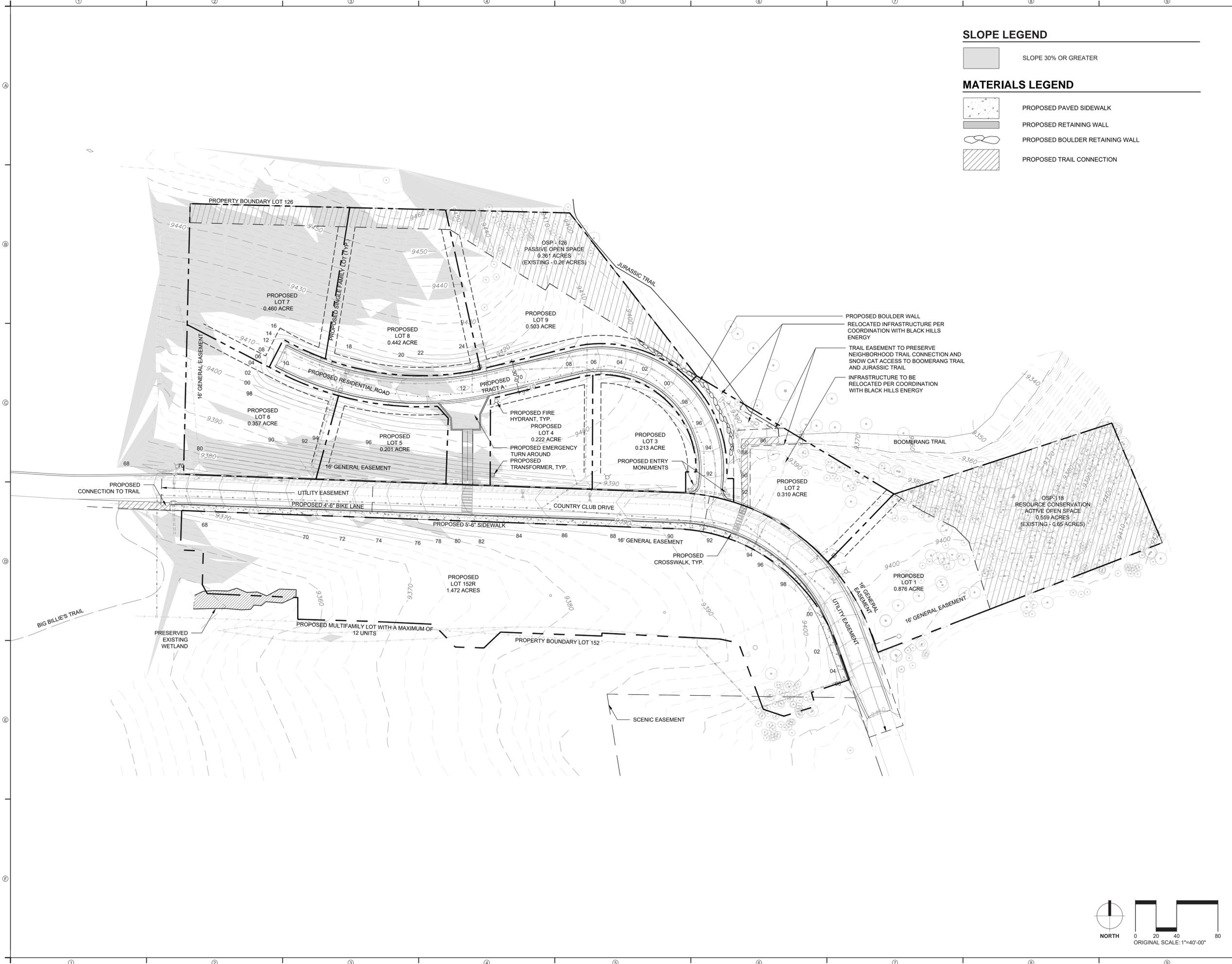
MATERIALS LEGEND

 PROPOSED PAVED SIDEWALK

 PROPOSED RETAINING WALL

 PROPOSED BOULDER RETAINING WALL

 PROPOSED TRAIL CONNECTION



LOT 126R | LOT 152R
BASE TELLURIDE
 MOUNTAIN VILLAGE, COLORADO

NOT FOR CONSTRUCTION

ISSUE DATE: SEPTEMBER 19, 2022

REVISIONS	DATE	DESCRIPTION
1	12/9/2022	RESUBMITTAL
2	1/23/2023	LOC RESUBMITTAL
3	3/24/2023	RESUBMITTAL

DRAWN: SG, CC REVIEWED: DC

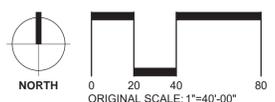
MAJOR SUBDIVISION APPLICATION

PROJECT NUMBER: 6762

CONCEPTUAL SITE PLAN

SHEET NUMBER

L1



GENERAL CIVIL ENGINEERING NOTES:

1. THE EXISTING UTILITY LINES SHOWN ON THE PLANS ARE APPROXIMATE. AT LEAST TWO (2) FULL WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO @ 1-800-922-1987 OR 811 TO GET ALL UTILITIES LOCATED. IF ANY OF THESE UNDERGROUND UTILITIES ARE IN CONFLICT WITH THE CONSTRUCTION PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND WORK WITH THE ENGINEER TO FIND A SOLUTION BEFORE THE START OF CONSTRUCTION.

INSTALLATION AND SEPARATION REQUIREMENTS SHALL BE COORDINATED WITH THE INDIVIDUAL UTILITY PROVIDERS.

THE UTILITY PROVIDERS ARE:
SEWER, WATER, AND CABLE TV: TOWN OF MOUNTAIN VILLAGE
NATURAL GAS: BLACK HILLS ENERGY
POWER: SAN MIGUEL POWER
TELEPHONE: CENTURY LINK

2. PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES ALL PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES ALL NECESSARY PERMITS SHALL BE OBTAINED BY THE OWNER OR CONTRACTOR.

3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT EXCAVATED SLOPES ARE SAFE AND COMPLY WITH OSHA REQUIREMENTS. REFER TO THE SITE-SPECIFIC REPORT FOR THIS PROJECT FOR ADDITIONAL INFORMATION.

4. ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED OR LAID BACK PER OSHA REGULATIONS.

5. ALL MATERIALS AND CONSTRUCTION SHALL BE IN ALL MATERIALS AND CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE TOWN OF MOUNTAIN VILLAGE DESIGN STANDARDS LATEST EDITION. ALL CONSTRUCTION WITHIN EXISTING STREET OR ALLEY RIGHT-OF-WAY SHALL BE SUBJECT TO TOWN OF MOUNTAIN VILLAGE INSPECTION.

6. THE CONTRACTOR SHALL HAVE ONE COPY OF THE STAMPED PLANS ON THE JOB SITE AT ALL TIMES.

7. THE CONTRACTOR SHALL NOTIFY THE TOWN 48 HOURS PRIOR TO THE START OF CONSTRUCTION.

8. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES AT ALL TIMES DURING CONSTRUCTION. THE ADJOINING ROADWAYS SHALL BE FREE OF DEBRIS AT THE END OF CONSTRUCTION ACTIVITIES EACH DAY.

9. THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN PROPER TRAFFIC CONTROL DEVICES UNTIL THE SITE IS OPEN TO TRAFFIC. ANY TRAFFIC CLOSURES MUST BE COORDINATED WITH THE TOWN OF MOUNTAIN VILLAGE.

10. ALL DAMAGE TO PUBLIC STREETS AND ROADS, INCLUDING HAUL ROUTES, TRAILS, OR STREET IMPROVEMENTS, OR TO PRIVATE PROPERTY, SHALL BE REPAIRED AT THE SOLE EXPENSE OF THE CONTRACTOR TO THE ORIGINAL CONDITIONS.

11. WHEN AN EXISTING ASPHALT STREET IS CUT, THE STREET MUST BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN ITS ORIGINAL CONDITION. THE FINISHED PATCH SHALL BLEND SMOOTHLY INTO THE EXISTING SURFACE. ALL LARGE PATCHES SHALL BE PAVED WITH AN ASPHALT LAY-DOWN MACHINE.

12. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL COORDINATE THE DISCHARGE REQUIREMENTS WITH THE TOWN OF MOUNTAIN VILLAGE.

13. CONTRACTOR SHALL NOTIFY ALL RESIDENTS IN WRITING 24 HOURS PRIOR TO ANY SHUT-OFF IN SERVICE. THE NOTICES MUST HAVE CONTRACTOR'S PHONE NUMBER AND NAME OF CONTACT PERSON, AND EMERGENCY PHONE NUMBER FOR AFTER HOURS CALLS. ALL SHUT-OFFS MUST BE APPROVED BY THE TOWN AND TOWN VALVES AND APPURTENANCES SHALL BE OPERATED BY TOWN PERSONNEL.

14. CONTRACTOR SHALL KEEP SITE CLEAN AND LITTER FREE (INCLUDING CIGARETTE BUTTS) BY PROVIDING A CONSTRUCTION DEBRIS TRASH CONTAINER AND A BEAR-PROOF POLY-CART TRASH CONTAINER, WHICH IS TO BE LOCKED AT ALL TIMES.

15. CONTRACTOR MUST BE AWARE OF ALL TREES TO REMAIN PER THE DESIGN AND APPROVAL PROCESS AND PROTECT THEM ACCORDINGLY.

16. THE CONTRACTOR SHALL PROVIDE UNDERGROUND UTILITY AS-BUILTS TO THE TOWN.

17. ALL STRUCTURAL FILL UNDER HARDSCAPE OR ROADS MUST BE COMPACTED TO 95% MODIFIED PROCTOR (MIN.) AT PLUS OR MINUS 2% OF THE OPTIMUM MOISTURE CONTENT. NON-STRUCTURAL FILL SHALL BE PLACED AT 90% (MIN.) MODIFIED PROCTOR.

18. UNSUITABLE MATERIAL SHALL BE REMOVED AS REQUIRED BY THE SOILS ENGINEER. ALL MATERIALS SUCH AS LUMBER, LOGS, BRUSH, TOPSOIL OR ORGANIC MATERIALS OR RUBBISH SHALL BE REMOVED FROM ALL AREAS TO RECEIVE COMPACTED FILL.

19. NO MATERIAL SHALL BE COMPACTED WHEN FROZEN.

20. NATIVE TOPSOIL SHALL BE STOCKPILED TO THE EXTENT FEASIBLE ON THE SITE FOR USE ON AREAS TO BE REVEGETATED.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST ABATEMENT AND EROSION CONTROL MEASURES DEEMED NECESSARY BY THE TOWN, IF CONDITIONS WARRANT THEM.

22. ALL DISTURBED GROUND SHALL BE RE-SEEDING WITH A TOWN-APPROVED SEED MIX. REFER TO THE LANDSCAPE PLAN.

23. THE CONTRACTOR IS REQUIRED TO PROTECT ALL EXISTING SURVEY MONUMENTATION AND PROPERTY CORNERS DURING GRADING AND CONSTRUCTION.

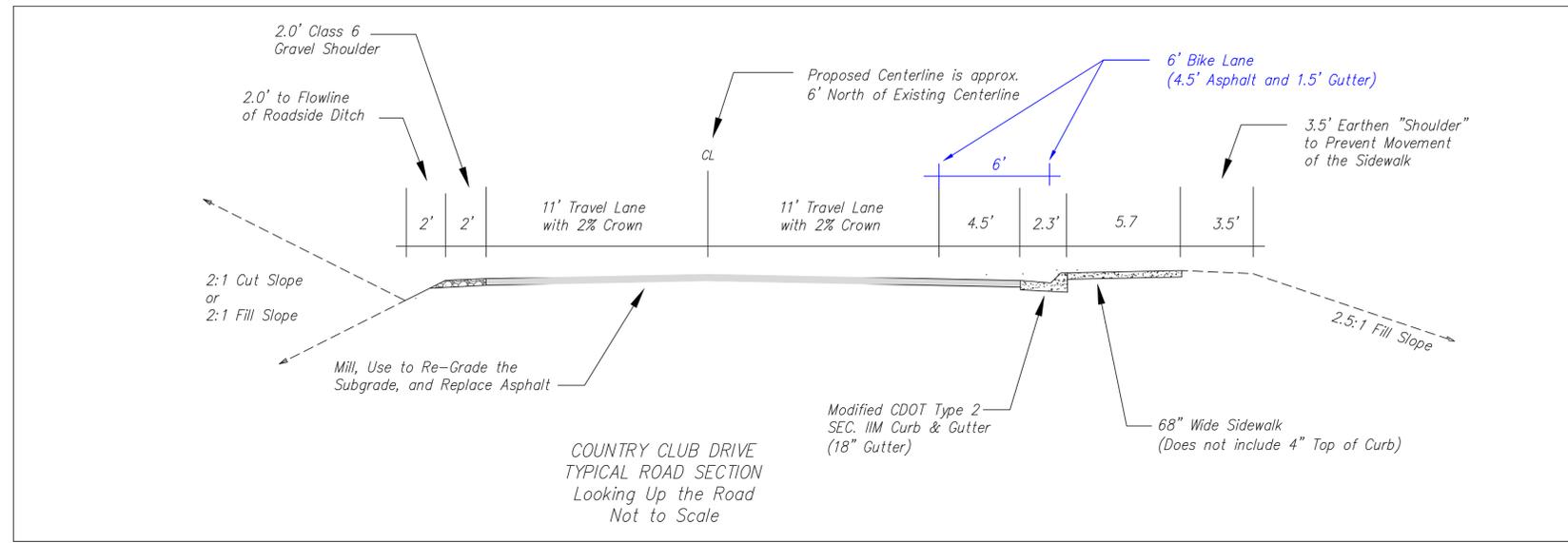
24. PROPOSED WATER AND SANITARY SEWER ARE TO MAINTAIN A MINIMUM TEN FEET (10') HORIZONTAL SEPARATION (OUTSIDE OF PIPE TO OUTSIDE OF PIPE) AND A MINIMUM VERTICAL SEPARATION OF EIGHTEEN INCHES (18").

25. ALL UNDERGROUND PIPE SHALL BE PROTECTED WITH BEDDING TO PROTECT THE PIPE FROM BEING DAMAGED.

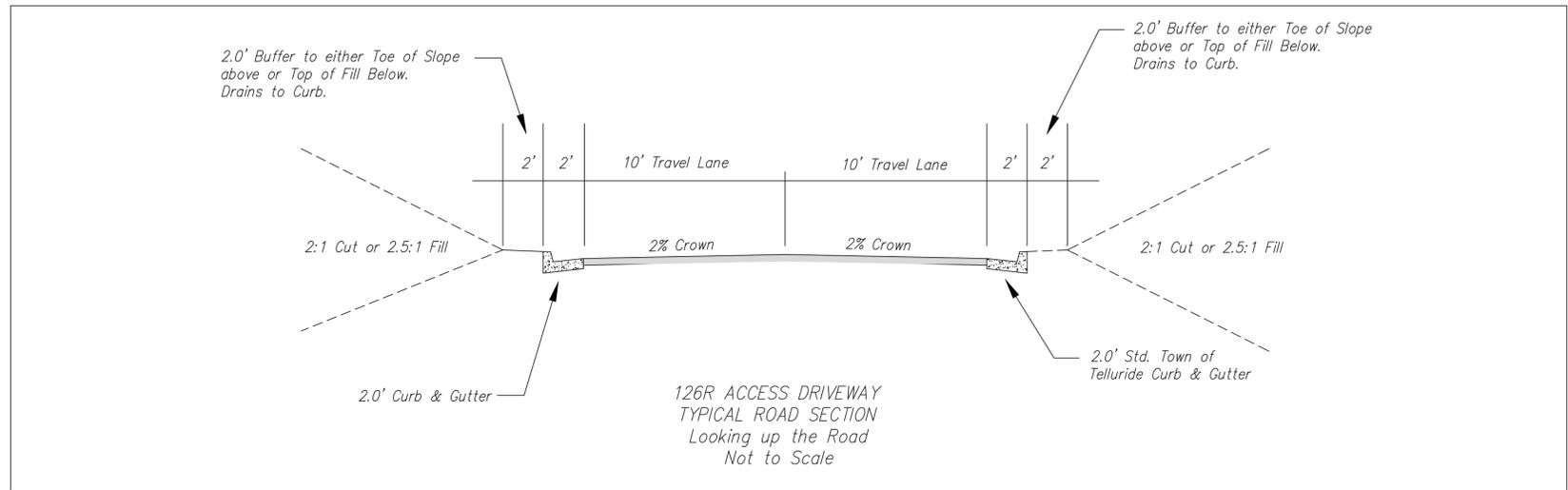
26. HOT TUB DRAINS CANNOT BE CONNECTED TO THE SANITARY SEWER SYSTEM.

27. JOINTS IN SEWER MAINS THAT ARE WITHIN 18 INCHES VERTICALLY AND 10 FEET HORIZONTALLY SHALL BE ENCASED IN CONCRETE.

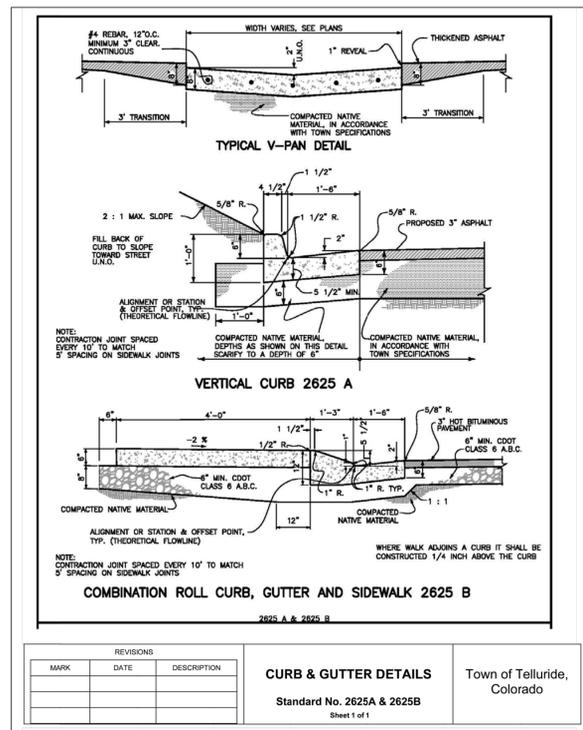
28. THE UTILITY PLAN DEPICTS FINAL UTILITY LOCATIONS BUT HAS BEEN COMPLETED AT A PRELIMINARY STAGE. CONTRACTOR SHALL VERIFY ALIGNMENTS WITH THE ARCHITECT PRIOR TO CONSTRUCTION.



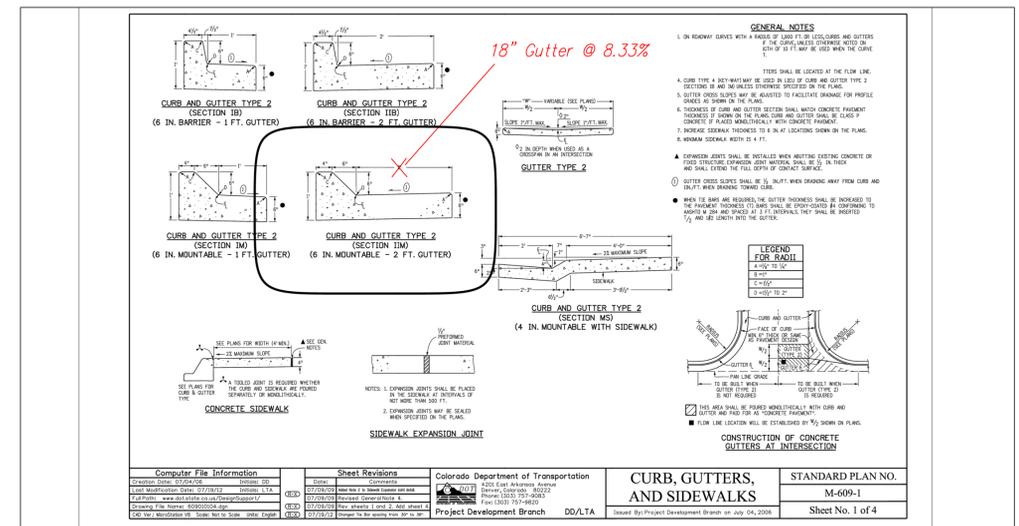
Country Club Drive - Template



Upper Access Road - Template



REVISIONS			CURB & GUTTER DETAILS Standard No. 2625A & 2625B Sheet 1 of 1	Town of Telluride, Colorado
MARK	DATE	DESCRIPTION		



CDOT Curb & Gutter



Uncompahgre
Engineering, LLC

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

SUBMISSIONS:

SUBMITTAL	2022-09-12
SUBMITTAL	2023-02-12
SUBMITTAL	2023-03-08
SUBMITTAL	2023-03-24

Lot 126R/152R
Country Club Dr.
Mtn. Village, CO



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

Civil
Engineering
Notes

C1



Uncompahgre
Engineering, LLC

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

SUBMISSIONS:

SUBMITTAL	2022-08-30
SUBMITTAL	2022-02-12
SUBMITTAL	2022-03-08
SUBMITTAL	2022-03-24

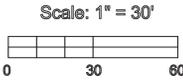
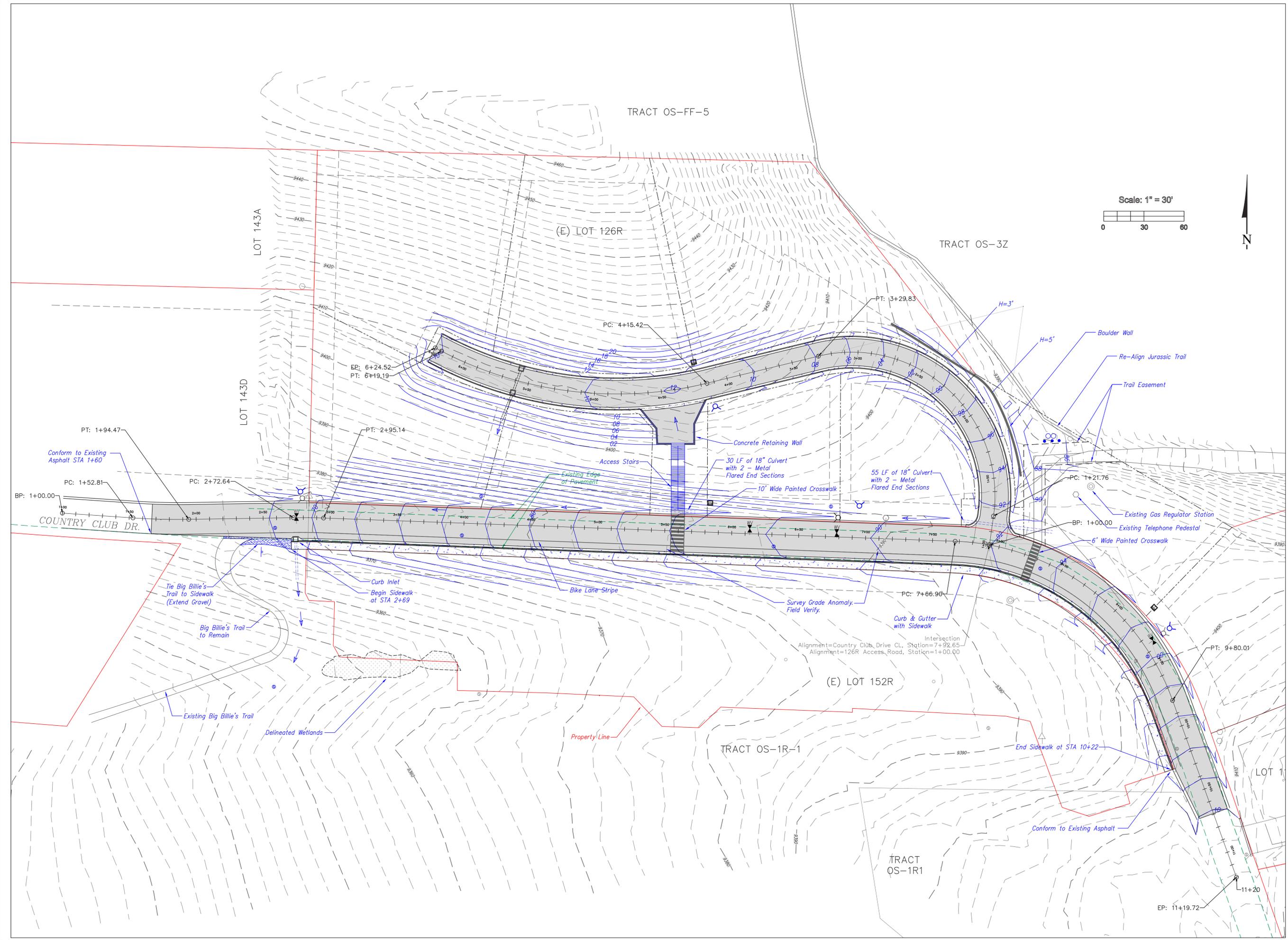
Lot 126R/152R
Country Club Dr.
Mtn. Village, CO

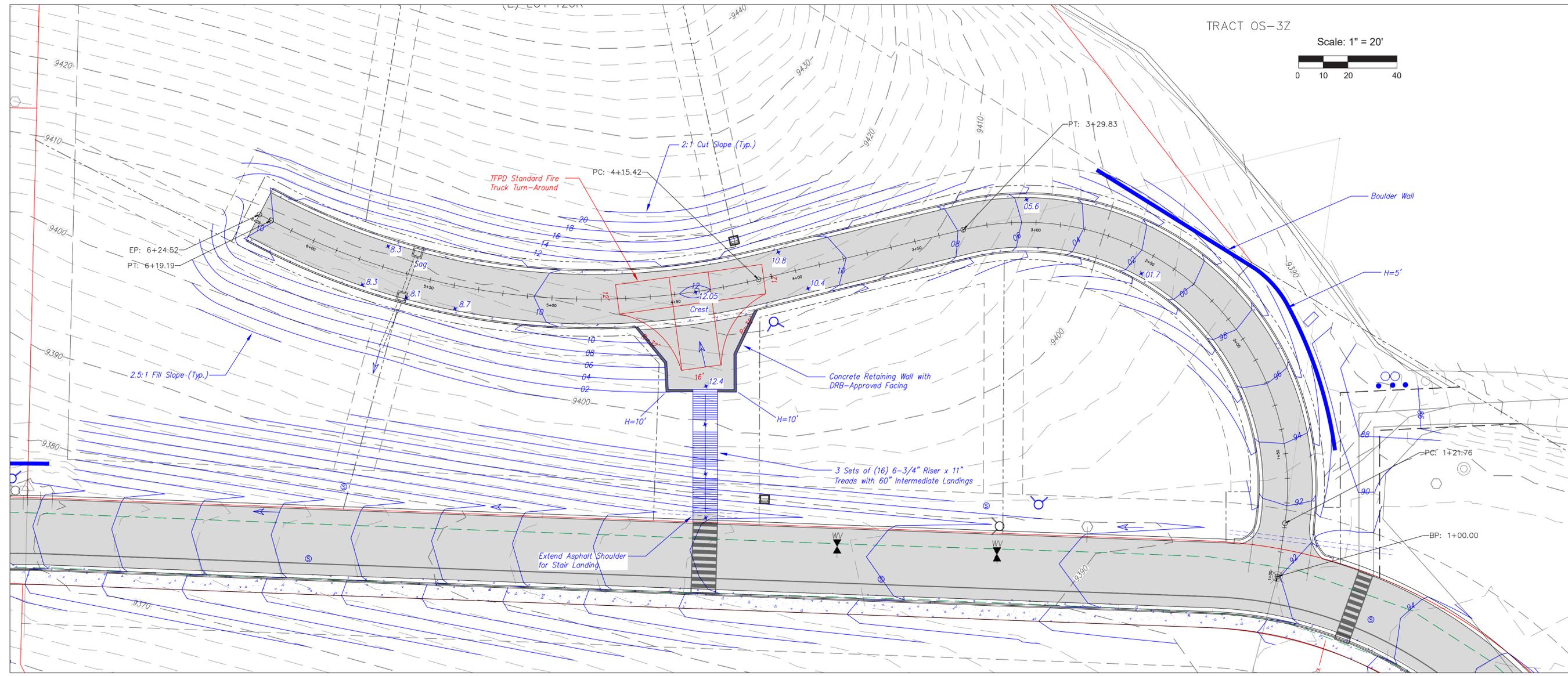


CONTRACTOR TO REVIEW AND COMPARE ALL
CHAPTERS AND INTERDISCIPLINARY DRAWINGS
AND REPORT ANY DISCREPANCIES TO THE
ARCHITECT PRIOR TO ANY FIELD WORK BEING
DONE IN ACCORDANCE WITH AIA DOCUMENT A201

Overall
Site
Plan

C2.1





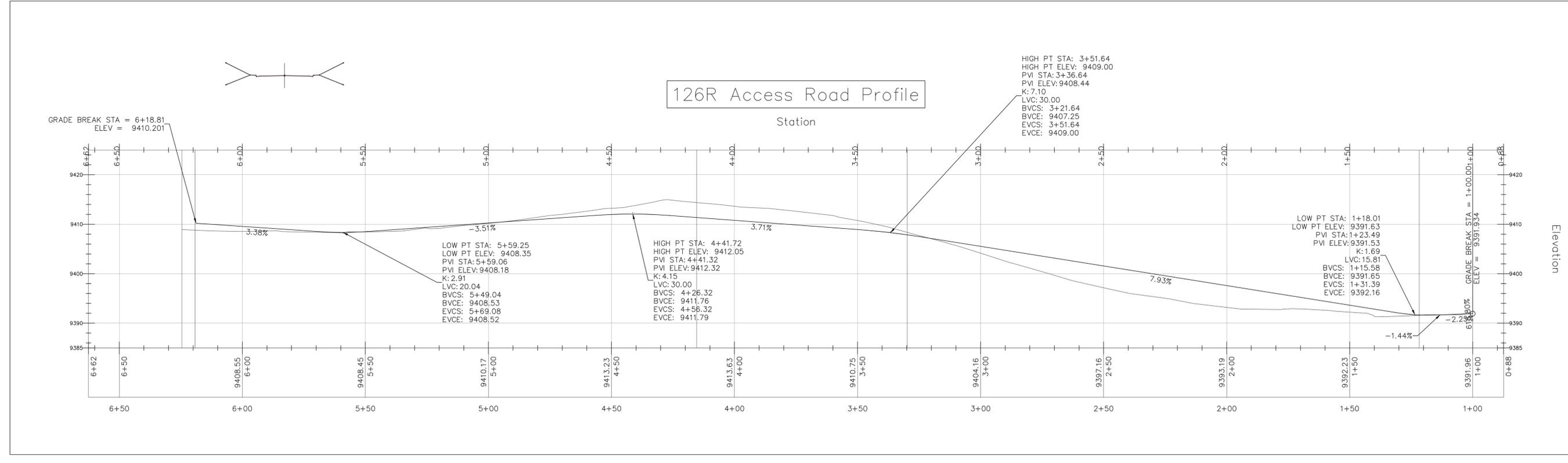
Uncompahgre Engineering, LLC

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

SUBMISSIONS:

SUBMITTAL 2022-07-05
SUBMITTAL 2023-02-12
SUBMITTAL 2023-03-08
SUBMITTAL 2023-03-24

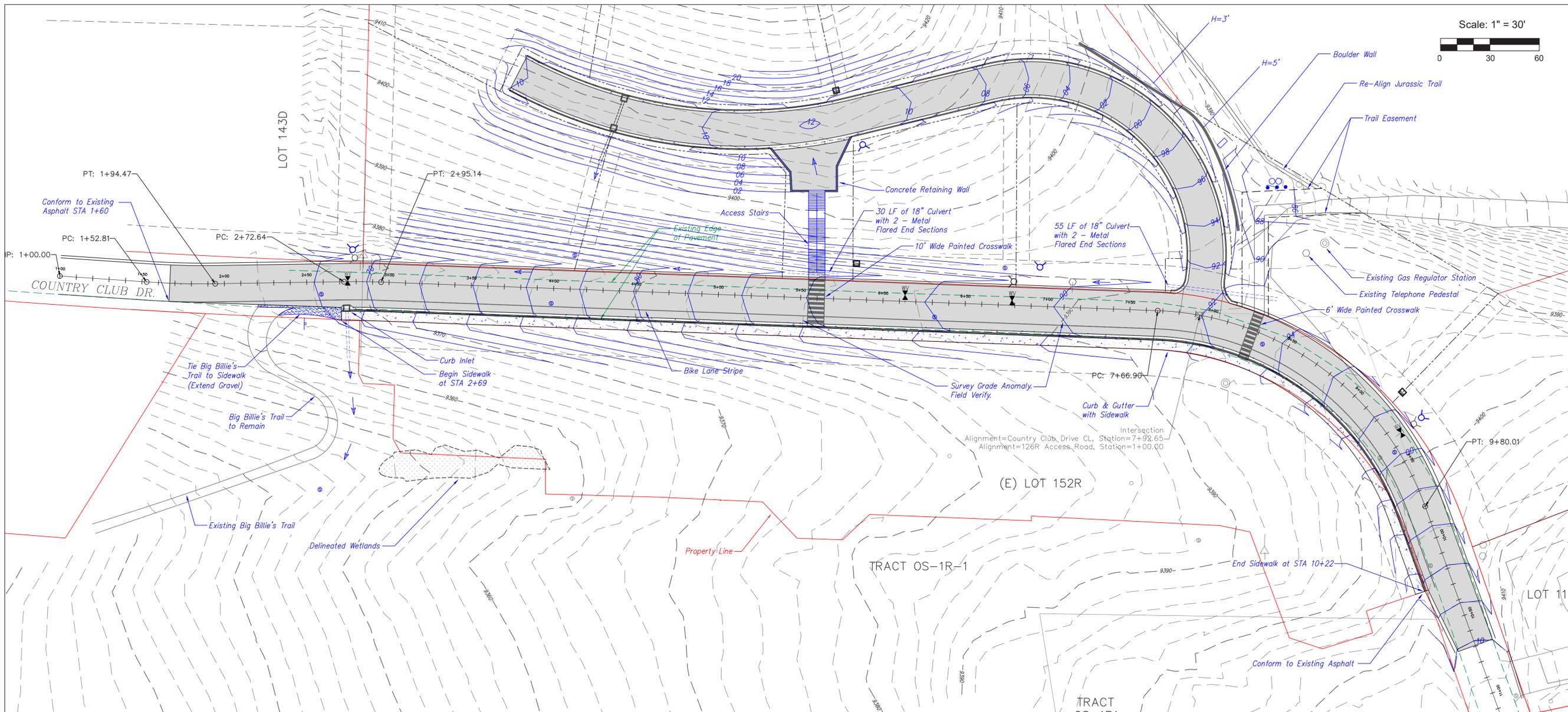
Lot 126R/152R
Country Club Dr.
Mtn. Village, CO

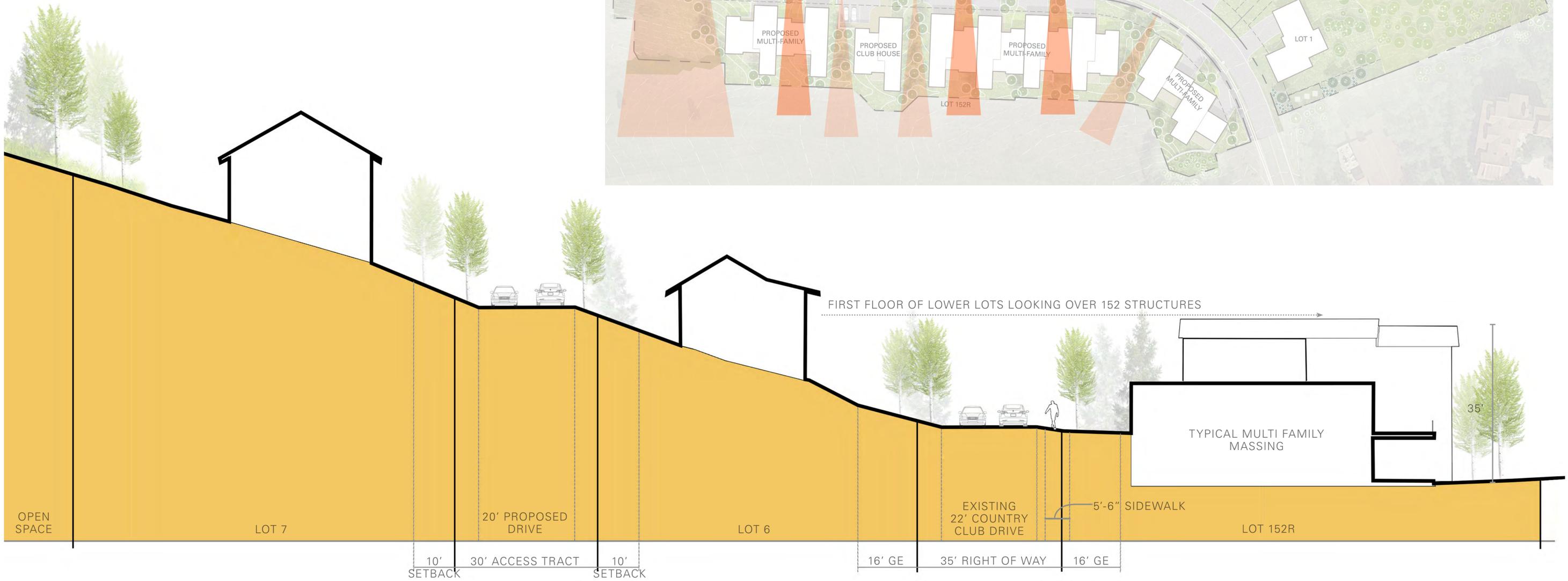


CONTRACTOR TO REVIEW AND COMPARE ALL CHAPTERS AND INTERDISCIPLINARY DRAWINGS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO ANY FIELD WORK BEING DONE IN ACCORDANCE WITH AIA DOCUMENT A201

Upper Lot Access
Plan and Profile

C2.2





PROPOSED 126R SUBDIVISION DEVELOPMENT OF SINGLE FAMILY LOTS SUBJECT TO CDC.

PROPOSED LOT 126R SINGLE FAMILY SUBDIVISION

8 MULTI-FAMILY UNITS, 1 WORKFORCE HOUSING UNIT AND ONE CLUB HOUSE.
PROPOSED LOT 152R MULTI-FAMILY AND CLUB HOUSE DEVELOPMENT

SITE DEVELOPMENT CONCEPT | ANALYSIS
FOR ILLUSTRATIVE PURPOSES ONLY.



SITE DEVELOPMENT CONCEPT | COMPUTER MASSING MODEL
 FOR ILLUSTRATIVE PURPOSES ONLY.

PLANTING LEGEND

-  PROPOSED SHRUB FOR SCREENING
-  EXISTING TREE
-  PROPOSED EVERGREEN TREE FOR SCREENING & BUFFERING
-  PROPOSED REVEGETATION

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 (970) 920-1387

WWW.DESIGNWORKSHOP.COM

LOT 126R | LOT 152R
BASE TELLURIDE
 MOUNTAIN VILLAGE, COLORADO

NOT FOR CONSTRUCTION

ISSUE DATE: SEPTEMBER 19, 2022

REVISIONS	DATE	DESCRIPTION
1	12/9/2022	RESUBMITTAL
2	1/23/2023	LOC RESUBMITTAL
3	3/24/2023	RESUBMITTAL

DRAWN: SG, CC REVIEWED: DC

MAJOR SUBDIVISION APPLICATION

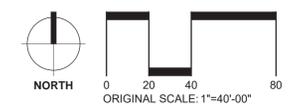
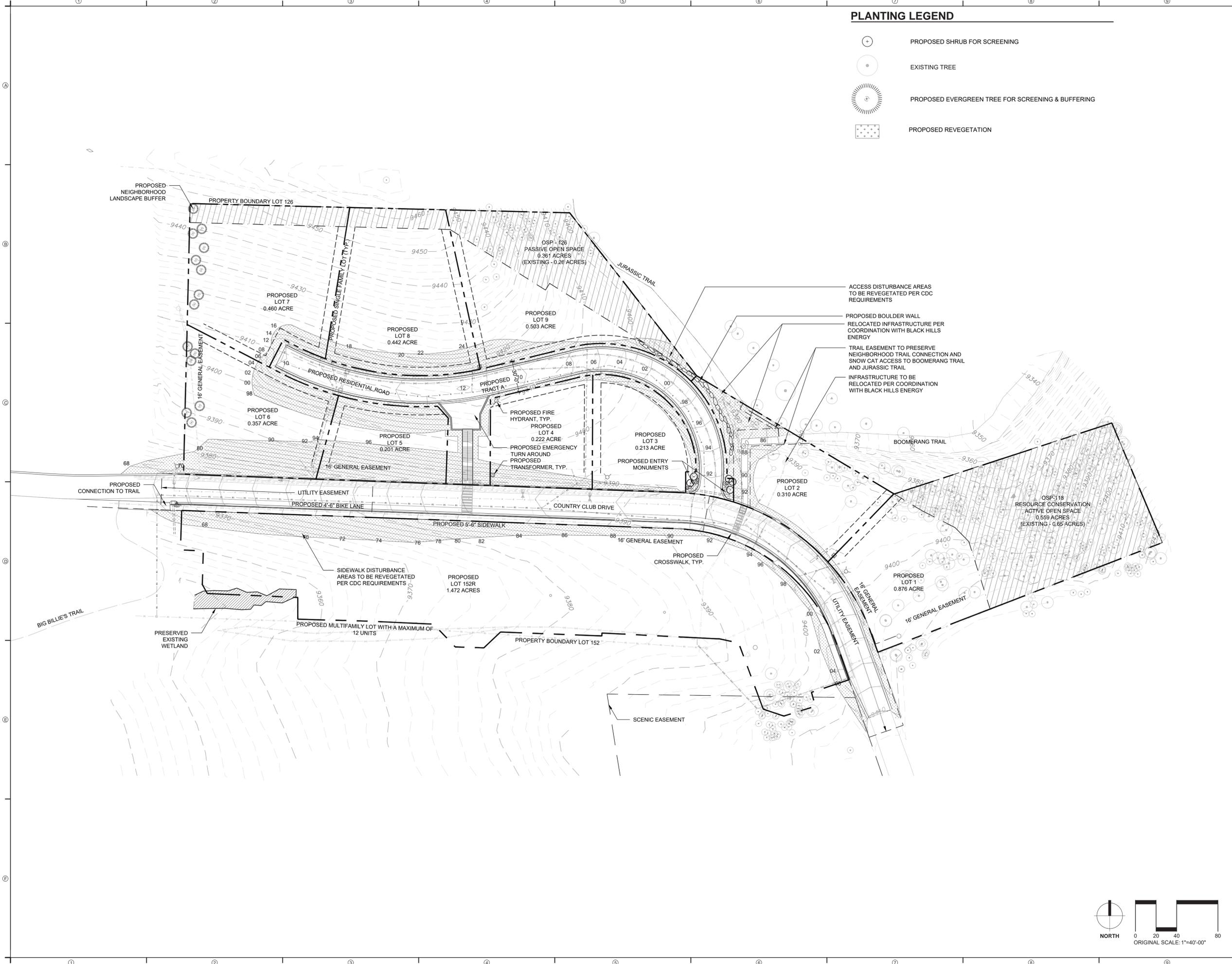
PROJECT NUMBER: 6762

CONCEPTUAL LANDSCAPING PLAN

SHEET NUMBER

L4

© COPYRIGHT DESIGNWORKSHOP, INC.



ZONING LEGEND

- PROPOSED SINGLE FAMILY ZONING
- MULTIFAMILY ZONING
- PROPOSED RESOURCE CONSERVATION ACTIVE OPEN SPACE
- PROPOSED PASSIVE OPEN SPACE
- EXISTING OPEN SPACE

LOT 126R | LOT 152R
BASE TELLURIDE
 MOUNTAIN VILLAGE, COLORADO

**NOT FOR
 CONSTRUCTION**

ISSUE DATE: SEPTEMBER 19, 2022

REVISIONS	DATE	DESCRIPTION
1	12/9/2022	RESUBMITTAL
2	1/23/2023	LOC RESUBMITTAL
3	3/24/2023	RESUBMITTAL

DRAWN: SG, CC REVIEWED: DC

**MAJOR
 SUBDIVISION
 APPLICATION**

PROJECT NUMBER: 6762

**PROPOSED
 ZONING & OPEN
 SPACE CHANGES**

SHEET NUMBER

L5



LOT 126R | LOT 152R

BASE TELLURIDE
MOUNTAIN VILLAGE, COLORADO

NOT FOR
CONSTRUCTION

ISSUE DATE: SEPTEMBER 19, 2022

REVISIONS	DATE	DESCRIPTION
1	12/9/2022	RESUBMITTAL
2	1/23/2023	LOC RESUBMITTAL
3	3/24/2023	RESUBMITTAL

DRAWN: SG, CC REVIEWED: DC

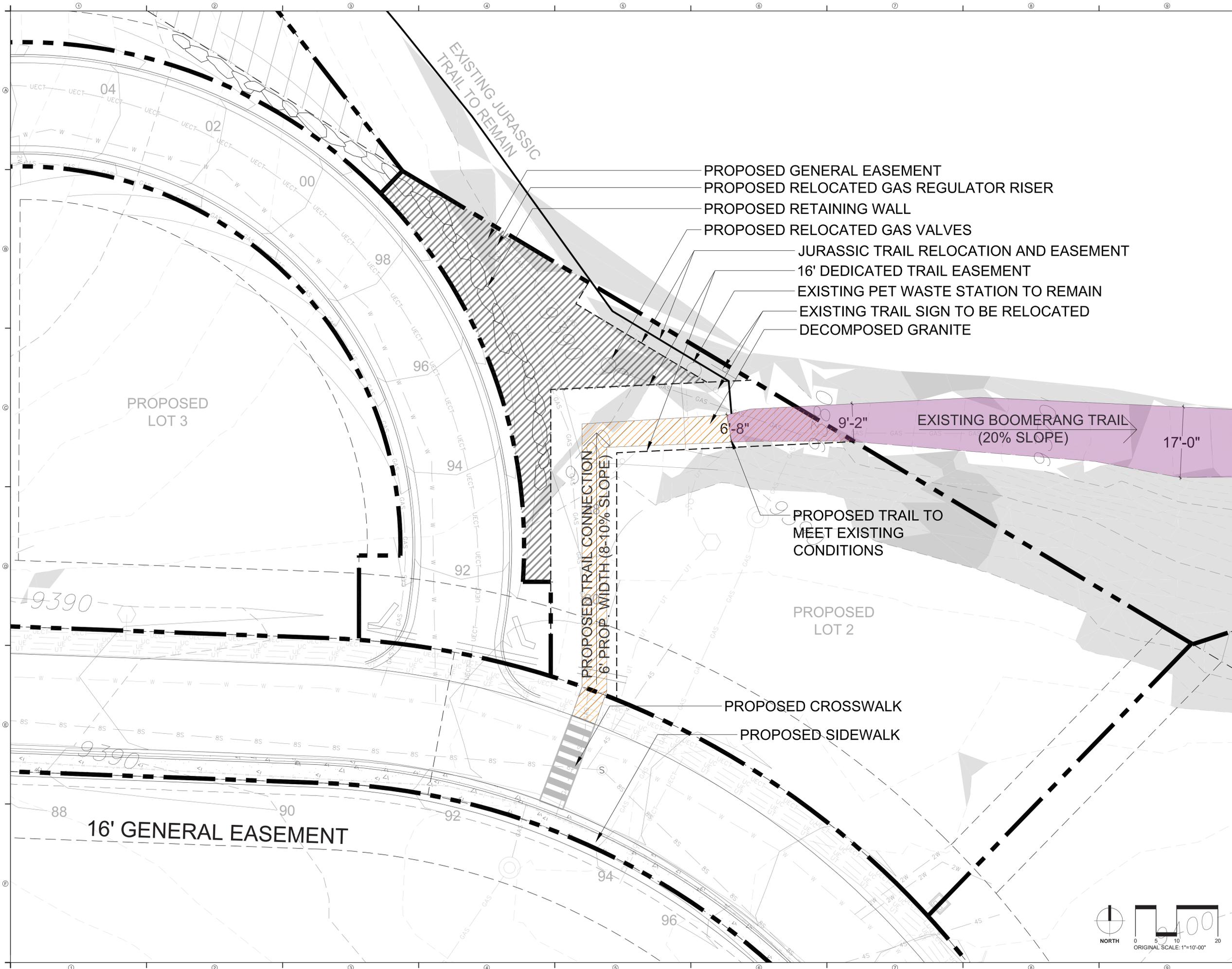
MAJOR
SUBDIVISION
APPLICATION

PROJECT NUMBER: 6762

PROPOSED TRAIL
& INFRASTRUCTURE
RELOCATION CONCEPT

SHEET NUMBER

L6



- PROPOSED GENERAL EASEMENT
- PROPOSED RELOCATED GAS REGULATOR RISER
- PROPOSED RETAINING WALL
- PROPOSED RELOCATED GAS VALVES
- JURASSIC TRAIL RELOCATION AND EASEMENT
- 16' DEDICATED TRAIL EASEMENT
- EXISTING PET WASTE STATION TO REMAIN
- EXISTING TRAIL SIGN TO BE RELOCATED
- DECOMPOSED GRANITE

EXISTING BOOMERANG TRAIL
(20% SLOPE)

PROPOSED TRAIL TO
MEET EXISTING
CONDITIONS

PROPOSED TRAIL CONNECTION
6' PROP. WIDTH (8-10% SLOPE)

PROPOSED CROSSWALK
PROPOSED SIDEWALK

16' GENERAL EASEMENT





Uncompahgre
Engineering, LLC

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

SUBMISSIONS:

SUBMITTAL	2022-09-12
Submittal	2023-02-12
Submittal	2023-03-08
Submittal	2023-03-24

Lot 126R/152R
Country Club Dr.
Mtn. Village, CO



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

Utility
Mains

C3

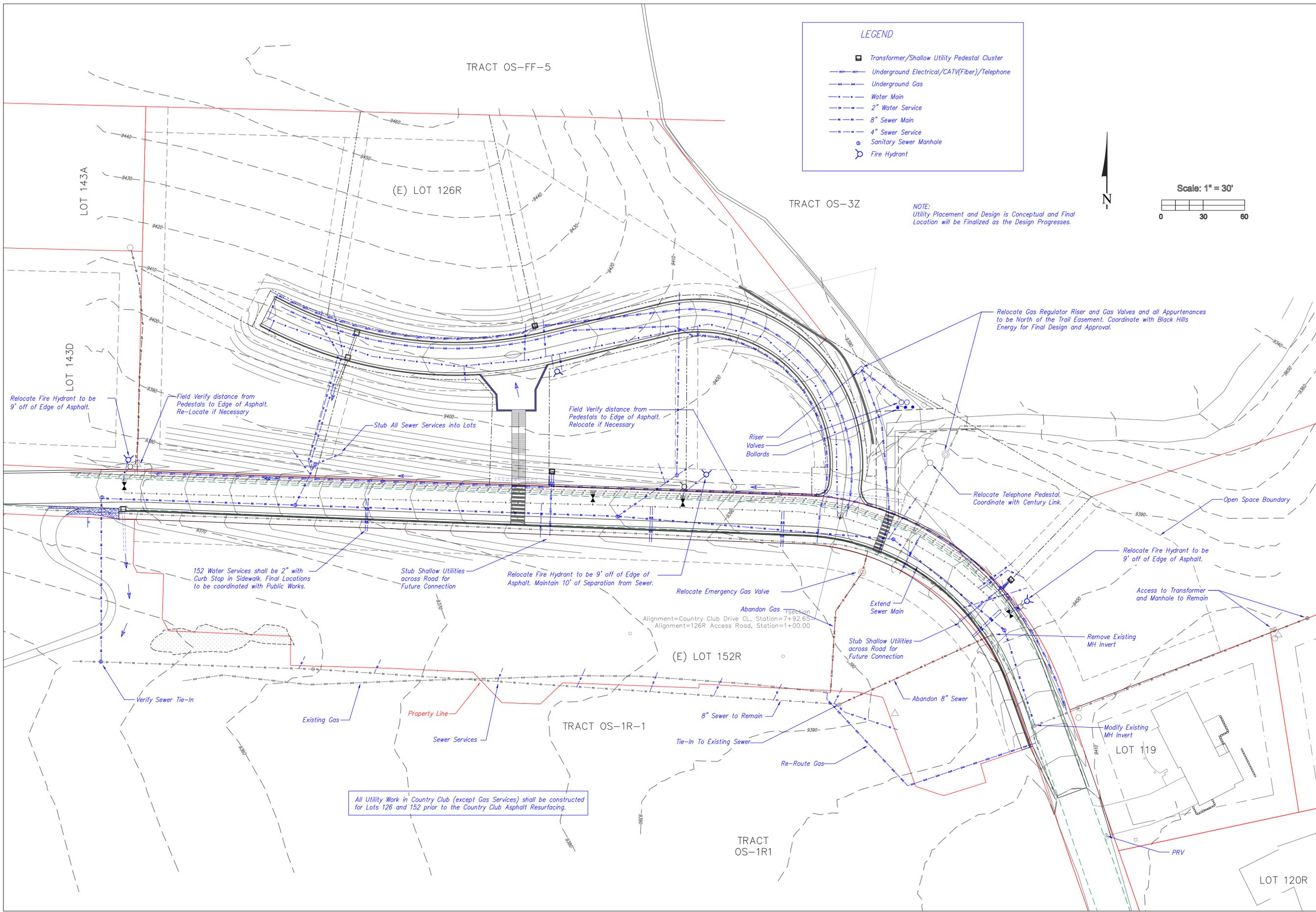
LEGEND

- Transformer/Shallow Utility Pedestal Cluster
- Underground Electrical/CATV(Fiber)/Telephone
- Underground Gas
- Water Main
- 2" Water Service
- 8" Sewer Main
- 4" Sewer Service
- Sanitary Sewer Manhole
- Fire Hydrant

Scale: 1" = 30'

North arrow pointing up.

NOTE:
Utility Placement and Design is Conceptual and Final
Location will be Finalized as the Design Progresses.



All Utility Work in Country Club (except Gas Services) shall be constructed for Lots 126 and 152 prior to the Country Club Asphalt Resurfacing.

LOT 126R-1, LOT 126R-2, LOT 126R-3, LOT 126R-4, LOT 126R-5, LOT 126R-6, LOT 126R-7, LOT 126R-8, LOT 126R-9, AND ACCESS TRACT 126R
A REPLAT AND REZONE OF LOTS 126R AND TRACT OSP-118 AND TRACT OSP-126, TOWN OF MOUNTAIN VILLAGE LOCATED WITHIN THE N 1/2 OF SECTION 3, T. 42 N., R. 9 W., AND THE
S 1/2 OF SECTION 34, T. 43 N., R. 9 W., N.M.P.M. IN THE COUNTY OF SAN MIGUEL, LYING WITHIN THE INCORPORATED TOWN OF MOUNTAIN VILLAGE, COLORADO

CERTIFICATE OF OWNERSHIP

THAT BASE TELLURIDE LLC, A COLORADO LIMITED LIABILITY COMPANY ("BASE TELLURIDE"), is the owner in fee simple of the following real property:

LOT 126R, TRACT OSP-118 AND TRACT OSP-126, TELLURIDE MOUNTAIN VILLAGE, AS SHOWN ON A REPLAT OF LOTS 118, 126, 130, 152A, 152B, 152C, AND TRACT OS-1, TOWN OF MOUNTAIN VILLAGE, RECORDED OCTOBER 12, 2007 IN PLAT BOOK 1 AT PAGE 3869, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

BASE TELLURIDE DOES HEREBY, EXECUTE, DELIVER, AND ENTER INTO this Replat under the name and style of "MAJOR SUBDIVISION AND REZONE FOR LOTS 126R AND TRACTS OSP-118 AND OSP-126, TOWN OF MOUNTAIN VILLAGE, COUNTY OF SAN MIGUEL, STATE OF COLORADO" (the "Replat"); AND

THEREBY, CREATE the following new parcels "Reconfigured Parcels":

Lot 126R-1, Lot 126R-2, Lot 126R-3, Lot 126R-4, Lot 126R-5, Lot 126R-6, Lot 126R-7, Lot 126R-8, Lot 126R-9, and Access Tract 126R

THEREWITH, DO HEREBY ACKNOWLEDGE, VACATE, AND ESTABLISH NEW BOUNDARY LINES WITH RESPECT TO THE RECONFIGURED PARCELS all as set forth on this Replat and further as follows:

BASE TELLURIDE hereby vacates the former property boundary lines of Lot 126R, Tract OSP-118, Tract OSP-126 and establishes the boundaries of the Reconfigured Parcels as set forth, depicted and described on this Replat.

BASE TELLURIDE HEREBY CONFIRMS that, by virtue of and through this Replat, fee simple title ownership is hereby established in and to the Reconfigured Parcels in and to BASE TELLURIDE LLC, A COLORADO LIMITED LIABILITY COMPANY

IN WITNESS WHEREOF, Owner executes this Replat as of _____, 200__ ("Effective Date") for the purposes stated herein.

BASE TELLURIDE LLC, A COLORADO LIMITED LIABILITY COMPANY

by: _____
 printed name: _____
 Title: _____

ACKNOWLEDGMENT

State of _____)
) ss
 County of _____)

The foregoing signature was acknowledged before me this _____ day of _____, 20__ A.D. by _____ as _____ BASE TELLURIDE LLC, A COLORADO LIMITED LIABILITY COMPANY

Witness my hand and seal.
 My commission expires _____

Notary Public

SURVEYOR'S CERTIFICATE

I, David R. Bulson of Bulson Surveying, a Professional Land Surveyor licensed under the laws of the State of Colorado, do hereby certify that this REPLAT AND REZONE OF LOTS 126R AND TRACT OSP-118 AND TRACT OSP-126, TOWN OF MOUNTAIN VILLAGE shown hereon has been prepared under my direct responsibility and checking and accurately represents a survey conducted under my direct supervision. This survey complies with applicable provisions of Title 38, Article 51, C.R.S. to the best of my knowledge and belief.

IN WITNESS HEREOF, I here unto affix my hand and official seal this _____ day of _____, A.D. 200__.

P.L.S. No. 37662 Date _____

NOTES

1. Approval of this Replat may create a vested property right pursuant to Article 68 of Title 24, C.R.S., as amended.
 2. Easement research from Land Title Guarantee Company Policy number OX86011690.6059336 dated September 21, 2021 at 10:09 AM, which was confirmed as current as of December 29, 2022, 8:00 AM according to Land Title Guarantee Company Letter from Robin Watkinson, dated December 29, 2022.

3. BASIS OF BEARINGS. The bearing of the northern line of Lot 126 was assumed to be S 88°36'10" E according to the Plat of Lot 126, Telluride Mountain Village Filing 1, recorded March 8, 1999 in Plat Book 1 at page 2504. The ends of said line being monumented by a #5 rebar topped with a 1 1/2" aluminum cap, LS 20632

4. Notice is hereby given that the area included in the Replat described herein is subject to the regulations of the Community Development Code, of the Town of Mountain Village, December 2003 as amended.

5. NOTES OF CLARIFICATION

a. The Configuration of the following lots, tracts, and right-of-way have been modified by this Replat:
 None

b. The following lots have been created by this Replat:
 Lot 126R-1, Lot 126R-2, Lot 126R-3, Lot 126R-4, Lot 126R-5, Lot 126R-6, Lot 126R-7, Lot 126R-8, Lot 126R-9, and Access Tract 126R

c. The following lots have been deleted by this Replat:
 Lot 126R, Tract OSP-118, Tract OSP-126

6. Town of Mountain Village Resolution No. _____ recorded at Reception No. _____ approving Major Subdivision for Lot 126R, OSP-126 and OSP-118. Town of Mountain Village Ordinance No. _____ recorded at approving Rezoning and Density Transfer for Lots 126R, 152R, OSP-126 and OSP-118

7. NOTICE: According to Colorado law you must commence any legal action based upon 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.

8. Wetlands as shown hereon were delineated by Chris Hazen, Terra Firm and field surveyed by Bulson Surveying in August, 2021. Identified wetlands are subject to the site planning provision of the Town of Mountain Village Community Development Code, as now in effect or as may be amended from time to time.

9. The trail depicted on Sheet 3 appears to be used by the owner(s) of Lot 143A as a means of pedestrian access to Country Club Drive. This trail was first observed during survey fieldwork performed in 2007. This trail is hereby decommissioned and will be dismantled in connection with the subdivision improvements for this subdivision. All access from Country Club Drive to Lot 143A shall be in accordance with the Public Trail Easement Agreement recorded at Reception No. _____, as may be amended.

10. The dirt path depicted on Sheet 3 appears to provide a means of connecting Country Club Drive to the trail located north of the Lot 126R boundary ("Upper Trail"). This dirt path is hereby decommissioned and will be dismantled in connection with the subdivision improvements for this subdivision. All access from Country Club Drive to the Upper Trail shall be in accordance with the Public Trail Easement Agreement recorded at Reception No. _____, as may be amended.

11. The location of the "Public Trail Easement" as depicted on Sheet 2 and described in the Public Trail Easement Agreement recorded at Reception No. _____, is intended to be relocated in accordance with the terms and conditions of the Public Trail Easement Agreement.

12. The portions of Boomerang and Jurassic Trails located on Lot 126R, as depicted on Sheet 3, are hereby consolidated and restricted to the locations set forth in the Public Trail Easement Agreement recorded at Reception No. _____, as may be amended, and as are depicted and labeled on Sheet 2 as the "Public Trail Easement".

13. The approval of this Replat vacates all prior plats, including plat notes, and all parcel and Lot boundary lines for the real property described in the Legal Description as shown hereon in the Certificate of Ownership, including without limitation Note 10 set forth on the plat recorded at October 12, 2007 in Plat Book 1 at page 3869.

14. The areas depicted as Passive or Active Open Space Zoning are restricted from further development in accordance with the terms contained Town of Mountain Village Community Development Code in affect as of the date of recordation of this Replat.

15. 8' GENERAL EASEMENT (CREATED): A perpetual easement, as depicted hereon, inuring to the benefit of the Town of Mountain Village its successors, designees and assigns, is hereby established and reserved on, over and under the portions of Lots 126R-1, 126R-2, 126R-3, 126R-4, 126R-5, 126R-6, 126R-7, 126R-8 and 126R-9 designated on this Replat as "8' GENERAL EASEMENT (SEE NOTE 15)" for the purpose of constructing, installing, maintaining, repairing and accessing utilities, drainage, electrical service, communication service, water, sanitary sewer and storm sewer and above ground utility equipment, pedestals, transformers and facilities.

NOTES (CONTINUED)

16. 16' GENERAL EASEMENT (EXISTING) The areas noted hereon as "16' GENERAL EASEMENT (EXISTING - SEE NOTE 16)" are shown according to the plat of LOT 126R, TRACT OSP-118 AND TRACT OSP-126, TELLURIDE MOUNTAIN VILLAGE, AS SHOWN ON A REPLAT OF LOTS 118, 126, 130, 152A, 152B, 152C, AND TRACT OS-1, TOWN OF MOUNTAIN VILLAGE, RECORDED OCTOBER 12, 2007 IN PLAT BOOK 1 AT PAGE 3869, COUNTY OF SAN MIGUEL, STATE OF COLORADO ("2007 Plat") The grant of easement language used on the 2007 Plat is as follows:

....."grants to TSG Ski & Golf, LLC, a Delaware limited liability company; Telluride Mountain Village Resort Company, a Colorado non-profit corporation, doing business as Mountain Village Owners Association, Inc. ("MVOA"); and the Town of Mountain Village, Colorado (the "Town"), their respective successors and assigns, a perpetual easement, 16 feet in width over, across and under all areas designated as 16' General Easement on this Replat for any and all uses, improvements and activities deemed necessary by TSG Ski & Golf, LLC, MVOA, and the Town, for the safe and efficient operation of the Telluride Ski Area, the Telluride Golf Course, and the Town, which include but are not limited to the following: utilities, drainage, electrical service, communication service, ski slope maintenance, bicycle access, skier access, roadway access, equestrian access, pedestrian access, golf cart access, snow making, waterways, slope maintenance, snow storage, retaining walls, snowmobile access, snow removal, snowcat access, water, sanitary sewer and storm sewer."

17. GENERAL EASEMENT (CREATED): A perpetual easement, as depicted hereon, inuring to the benefit of the Town of Mountain Village its successors, designees and assigns, and the owners association formed to manage and operate any common interest community formed under the Colorado Common Interest Ownership Act for Lot 126R-1, Lot 126R-2, Lot 126R-3, Lot 126R-4, Lot 126R-5, Lot 126R-6, Lot 126R-7, Lot 126R-8, Lot 126R-9, and Access Tract 126R ("Lot 126R Property") is hereby established and reserved on, over and under the portions of Lots 126R-1, 126R-2, 126R-3, 126R-4, 126R-5, 126R-6, 126R-7, 126R-8 and 126R-9 designated on this Replat as "GENERAL EASEMENT (SEE NOTE 17)" for the purpose of constructing, installing, maintaining, repairing and accessing utilities, drainage, electrical service, communication service, water, sanitary sewer and storm sewer, retaining structures, and above ground utility equipment, pedestals, transformers and facilities, including without limitation grading, recontouring, revegetating and landscaping.

SECURITY INTEREST HOLDER'S CONSENT

The undersigned Bank of Colorado, as a beneficiary of a deed of trust which constitutes a lien upon the declarant's property, recorded at Reception No. 472606, in the San Miguel County Clerk and Recorder's real property records, hereby consents to the subdivision of the real property as depicted on this Replat and to the dedication of land as streets, alleys, roads and other public areas, as designated on this Replat, and hereby releases said dedicated lands from the lien created by said instrument.

Name: _____

Date: _____

Address: _____

Signature: _____

Title: _____

ACKNOWLEDGMENT

State of _____)
) ss
 County of _____)

The foregoing signature was acknowledged before me this _____ day of _____, 20__ A.D. by _____ as _____ of _____.

Witness my hand and seal.
 My commission expires _____

Notary Public

Lot	ACRES	Zoning	Zoning Designation	DENSITY UNITS	PERSONS OF DENSITY PER UNIT	TOTAL PERSONS OF DENSITY	AREA OF OPEN SPACE ZONING
126R-1	0.875	Single Family/Active Open Space	Single Family/Resource Conservation Active Open Space	1	4	4	2438 sq. ft.
126R-2	0.310	Single Family	Single Family	1	4	4	N/A
126R-3	0.213	Single Family	Single Family	1	4	4	N/A
126R-4	0.222	Single Family	Single Family	1	4	4	N/A
126R-5	0.201	Single Family	Single Family	1	4	4	N/A
126R-6	0.357	Single Family	Single Family	1	4	4	N/A
126R-7	0.459	Single Family/Passive Open Space	Single Family/Passive Open Space	1	4	4	2462 sq. ft.
126R-8	0.442	Single Family/Passive Open Space	Single Family/Passive Open Space	1	4	4	1541 sq. ft.
126R-9	0.502	Single Family/Passive Open Space	Single Family/Passive Open Space	1	4	4	11085 sq. ft.
Access Tract 126R	0.442						
TOTAL PERSONS						36	
TOTAL OPEN SPACE ZONING							39423 sq. ft. (0.91 acres)

PLANNING APPROVAL:

I, _____, as the Planning and Development Services Director of Mountain Village, Colorado, do hereby certify that this Replat has been approved by the Town in accordance with the Community Development Code.

_____ Date: _____
 Planning and Development Services Director

TITLE INSURANCE COMPANY CERTIFICATE

Land Title Guarantee Company does hereby certify that we have examined the title to the lands herein shown on this Replat and that the title to this land is in the name of BASE TELLURIDE LLC, A COLORADO LIMITED LIABILITY COMPANY is free and clear of all taxes and special assessments except as follows:

_____ Title Insurance Company Representative

TOWN OF MOUNTAIN VILLAGE APPROVAL

I, _____, as Mayor, of the Town of Mountain Village, Colorado, do hereby certify that this Replat has been approved by the Town of Mountain Village Town Council in accordance with Ordinance No. _____, the Development Agreement recorded at Reception No. _____ and Town of Mountain Village Resolution No. _____ recorded at Reception No. _____ which authorized my execution of this Replat.

_____ Mayor, Date _____

ACKNOWLEDGMENT

State of _____)
) ss
 County of _____)

The foregoing signature was acknowledged before me this _____ day of _____, 20__ A.D. by _____ as Mayor of the Town of Mountain Village.

Witness my hand and seal.
 My commission expires _____

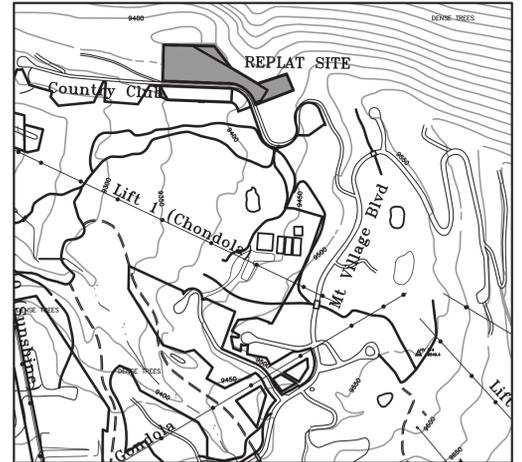
Notary Public

TREASURER'S CERTIFICATE

I, the undersigned, Treasurer of the County of San Miguel, do hereby certify that according to the records of the San Miguel County Treasurer there are no liens against the subdivision or any part thereof for unpaid state, county, municipal or local taxes or special assessments due and payable, in accordance with Land Use Code Section 3-101.

Dated this _____ day of _____, 20__.

San Miguel County Treasurer



RECORDER'S CERTIFICATE

This Replat was filed for record in the office of the San Miguel County Clerk and Recorder on this _____ day of _____, 20__, at Reception No. _____, Time _____.

San Miguel County Clerk and Recorder

BASE TELLURIDE, LLC TBD Country Club Drive Mountain Village, CO 81435	Replat/Rezone Lot 126R/OSP-126/OSP-118 Town of Mountain Village
March 29, 2023	 BULSON SURVEYING
PROJECT NUMBER 21063 SHEET 1 OF 3	

LOT 126R-1, LOT 126R-2, LOT 126R-3, LOT 126R-4, LOT 126R-5, LOT 126R-6, LOT 126R-7, LOT 126R-8, LOT 126R-9, AND ACCESS TRACT 126R
 A REPLAT AND REZONE OF LOTS 126R AND TRACT OSP-118 AND TRACT OSP-126, TOWN OF MOUNTAIN VILLAGE LOCATED WITHIN THE N 1/2 OF SECTION 3, T. 42 N., R. 9 W., AND THE S 1/2 OF SECTION 34, T. 43 N., R. 9 W., N.M.P.M. IN THE COUNTY OF SAN MIGUEL, LYING WITHIN THE INCORPORATED TOWN OF MOUNTAIN VILLAGE, COLORADO

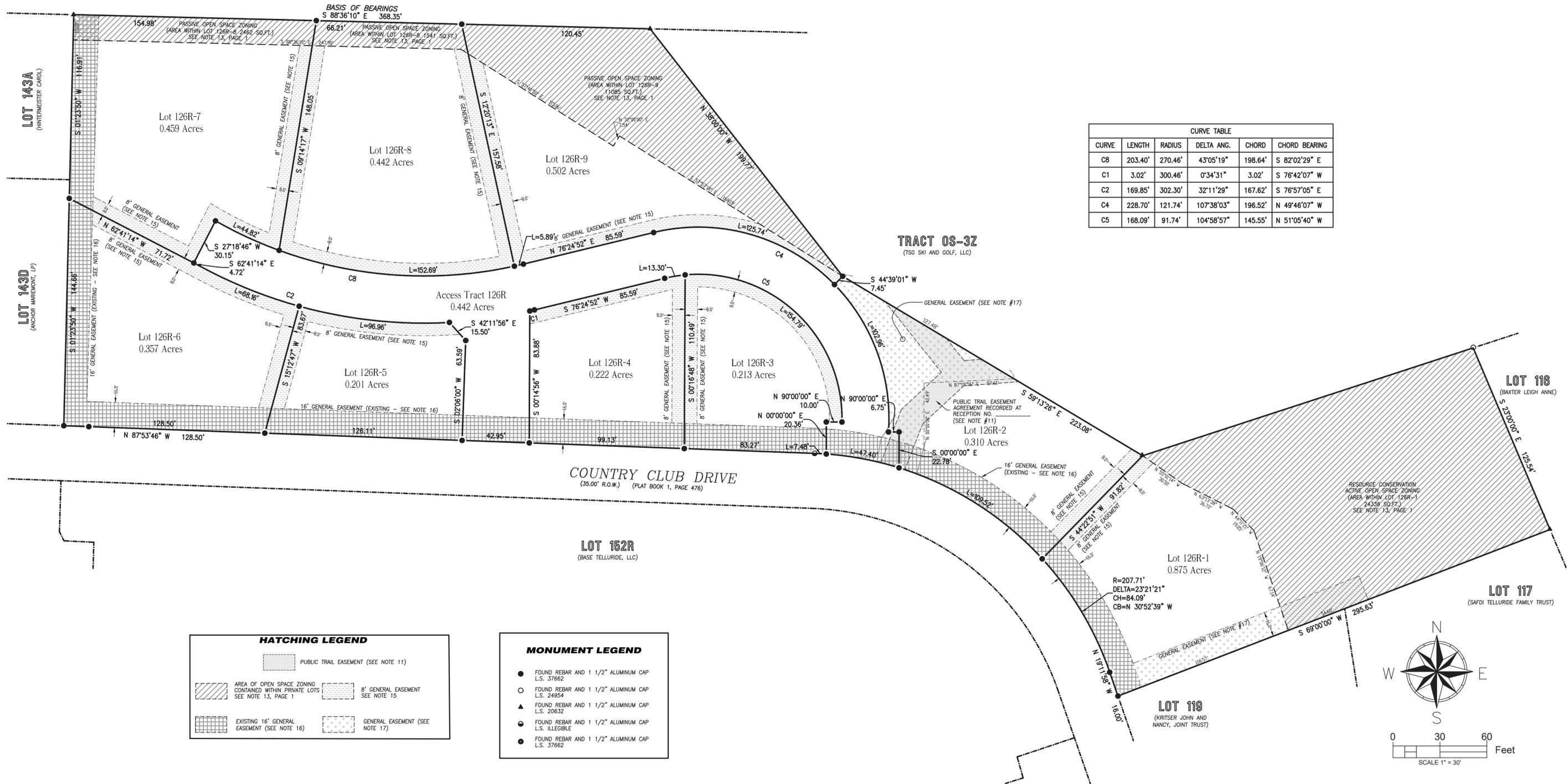
TRACT OS-FF5
 (TSG SKI AND GOLF, LLC)

TRACT OS-3Z
 (TSG SKI AND GOLF, LLC)

COUNTRY CLUB DRIVE
 (35.00' R.O.W.) (PLAT BOOK 1, PAGE 476)

LOT 152R
 (BASE TELLURIDE, LLC)

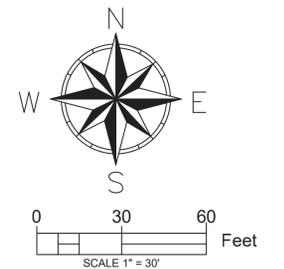
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA ANG.	CHORD	CHORD BEARING
C8	203.40'	270.46'	43°05'19"	198.64'	S 82°02'29" E
C1	3.02'	300.46'	0°34'31"	3.02'	S 76°42'07" W
C2	169.85'	302.30'	32°11'29"	167.62'	S 76°57'05" E
C4	228.70'	121.74'	107°38'03"	196.52'	N 49°46'07" W
C5	168.09'	91.74'	104°58'57"	145.55'	N 51°05'40" W



HATCHING LEGEND

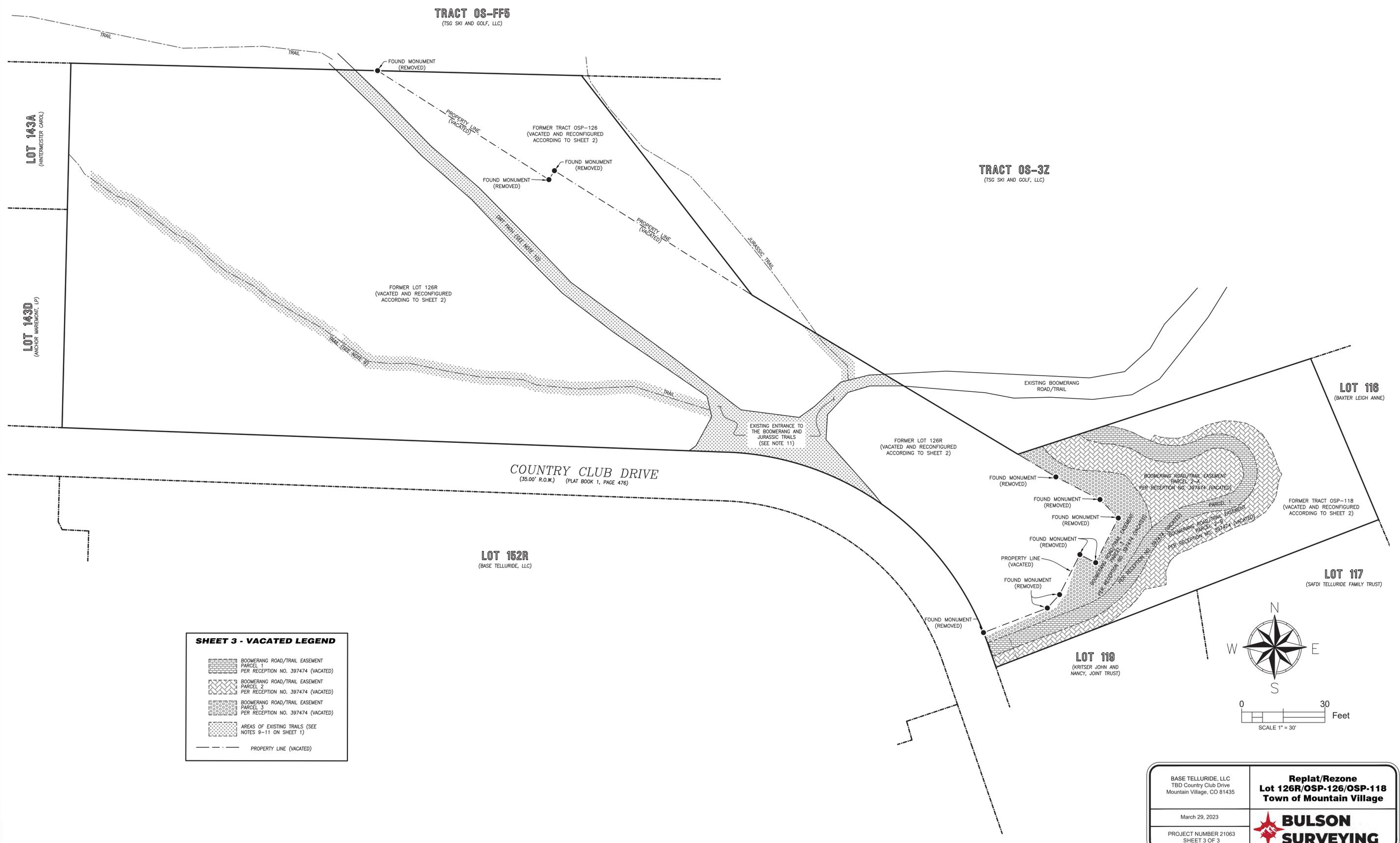
	PUBLIC TRAIL EASEMENT (SEE NOTE 11)
	AREA OF OPEN SPACE ZONING CONTAINED WITHIN PRIVATE LOTS (SEE NOTE 13, PAGE 1)
	EXISTING 16' GENERAL EASEMENT (SEE NOTE 16)
	8' GENERAL EASEMENT (SEE NOTE 15)
	GENERAL EASEMENT (SEE NOTE 17)

- MONUMENT LEGEND**
- FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 37662
 - FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 24954
 - ▲ FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 20632
 - FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. ILLEGIBLE
 - FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 37662



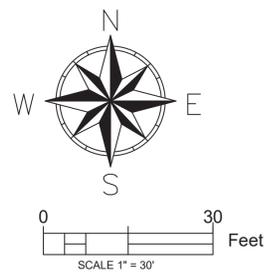
BASE TELLURIDE, LLC TBD Country Club Drive Mountain Village, CO 81435	Replat/Rezone Lot 126R/OSP-126/OSP-118 Town of Mountain Village
March 29, 2023	
PROJECT NUMBER 21063 SHEET 2 OF 3	BULSON SURVEYING

LOT 126R-1, LOT 126R-2, LOT 126R-3, LOT 126R-4, LOT 126R-5, LOT 126R-6, LOT 126R-7, LOT 126R-8, LOT 126R-9, AND ACCESS TRACT 126R
A REPLAT AND REZONE OF LOTS 126R AND TRACT OSP-118 AND TRACT OSP-126, TOWN OF MOUNTAIN VILLAGE LOCATED WITHIN THE N 1/2 OF SECTION 3, T. 42 N, R. 9 W, AND THE
S 1/2 OF SECTION 34, T. 43 N, R. 9 W, N.M.P.M. IN THE COUNTY OF SAN MIGUEL, LYING WITHIN THE INCORPORATED TOWN OF MOUNTAIN VILLAGE, COLORADO



SHEET 3 - VACATED LEGEND

	BOOMERANG ROAD/TRAIL EASEMENT PARCEL 1 PER RECEPTION NO. 397474 (VACATED)
	BOOMERANG ROAD/TRAIL EASEMENT PARCEL 2 PER RECEPTION NO. 397474 (VACATED)
	BOOMERANG ROAD/TRAIL EASEMENT PARCEL 3 PER RECEPTION NO. 397474 (VACATED)
	AREAS OF EXISTING TRAILS (SEE NOTES 9-11 ON SHEET 1)
	PROPERTY LINE (VACATED)



BASE TELLURIDE, LLC TBD Country Club Drive Mountain Village, CO 81435	Replat/Rezone Lot 126R/OSP-126/OSP-118 Town of Mountain Village
March 29, 2023	
PROJECT NUMBER 21063 SHEET 3 OF 3	

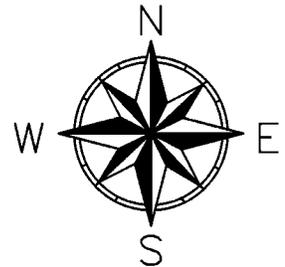
EXISTING PUBLIC TRAIL EASEMENT EXHIBIT

HATCHING LEGEND

GENERAL EASEMENT ACCORDING TO
RECEPTION NUMBER _____



EXISTING PUBLIC TRAIL EASEMENT



LOT 126R-9

TRACT OS-3Z
(TSG SKI AND GOLF, LLC)

GENERAL EASEMENT
ACCORDING TO RECEP
TION NUMBER _____

ACCESS
TRACT
126R

$L=102.96'$
 $R=121.74'$
 $\Delta=48.27'26''$
 $CH=99.92'$
 $CB=S 20^{\circ}10'48'' E$
 $N 90^{\circ}00'00'' E$
 $6.75'$

$S 59^{\circ}13'26'' E$
 $223.08'$

EXISTING
PUBLIC TRAIL
EASEMENT

Lot 126R-2
0.310 Acres

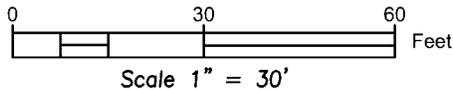
$L=47.40'$
 $R=207.71'$

$S 00^{\circ}00'00'' E$
 $22.78'$
 $L=109.52'$
 $R=207.71'$
 $\Delta=30^{\circ}12'33''$
 $CH=108.25'$
 $CB=S 57^{\circ}39'36'' E$

$N 44^{\circ}22'51'' E$
 $91.82'$

Lot 126R-1
0.875 Acres

LOT 126R-1
(TSG SKI AND GOLF, LLC)



COUNTRY CLUB DRIVE
(35.00' R.O.W.) (PLAT BOOK 1, PAGE 476)

Lot 126R-2
Town of Mountain Village

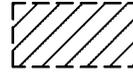
PROJECT NUMBER 21063



RELOCATED PUBLIC TRAIL EASEMENT EXHIBIT

HATCHING LEGEND

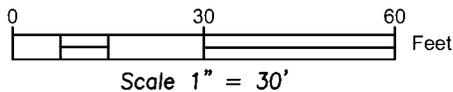
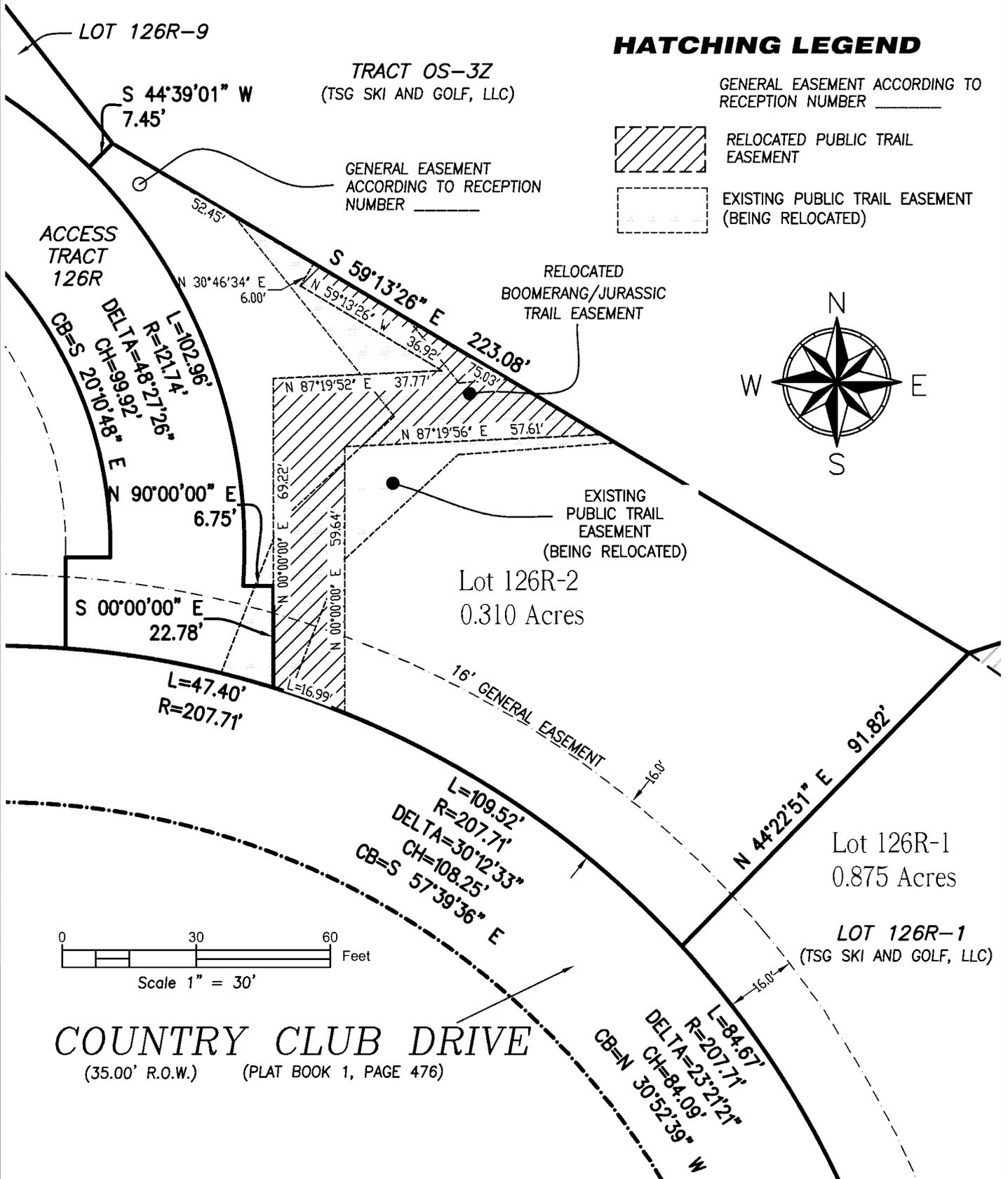
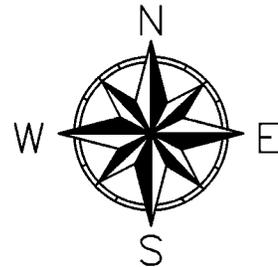
GENERAL EASEMENT ACCORDING TO
RECEPTION NUMBER _____



RELOCATED PUBLIC TRAIL
EASEMENT



EXISTING PUBLIC TRAIL EASEMENT
(BEING RELOCATED)



COUNTRY CLUB DRIVE
(35.00' R.O.W.) (PLAT BOOK 1, PAGE 476)

Lot 126R-2
Town of Mountain Village
 PROJECT NUMBER 21063



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

*Budget will be updated
 as the design progresses.
 Based on 3-8-23 Plans.*

DJ

COUNTRY CLUB

1	Mill Asphalt and Regrade	1	LS	\$ 20,000.00	\$20,000.00
2	Structural Fill under Sidewalk	580	CY	\$ 30.00	\$17,400.00
3	Place Fill	580	CY	\$ 20.00	\$11,600.00
4	Prep Sidewalk/Gutter/Asphalt	10120	SF	\$ 3.00	\$30,360.00
5	Pour Gutter	920	LF	\$ 55.00	\$50,600.00
6	Pour Sidewalk	5060	SF	\$ 12.00	\$60,720.00
7	Prep and Pave Asphalt	2602	SY	\$ 105.00	\$273,210.00

LOT 126 ROAD

8	Earthwork - Cut	940	CY	\$ 12.00	\$11,280.00
9	Earthwork - Fill	1520	CY	\$ 12.00	\$18,240.00
10	Additional Structural Fill	580	CY	\$ 30.00	\$17,400.00
11	Road Base	670	ton	\$ 80.00	\$53,600.00
12	Prep and Pave Asphalt	1150	SY	\$ 105.00	\$120,750.00
13	Prep Gutter/V-Pan	2170	SF	\$ 3.00	\$6,510.00
14	Pour Gutter/V-Pan	1085	LF	\$ 55.00	\$59,675.00
15	Walls for Hammerhead	50	CY	\$ 1,000.00	\$50,000.00
16	Face Walls with Stone	700	SF	\$ 40.00	\$28,000.00
17	Stairs (No Details)	1	LS	\$ 75,000.00	\$75,000.00
18	Boulder Wall	350	SF	\$ 60.00	\$21,000.00

UTILITIES - Mains

18	Sewer Main	1060	LF	\$ 70.00	\$74,200.00
19	Sewer Manholes	7	ea	\$ 9,000.00	\$63,000.00
20	Water Main	540	LF	\$ 75.00	\$40,500.00
21	Fire Hydrant	1	ea	\$ 10,000.00	\$10,000.00
22	Relocate FHs	3	ea	\$ 5,000.00	\$15,000.00
23	Re-Locate Gas Reg Station/Mains	1	LS	\$ 75,000.00	\$75,000.00
24	FlowFill	1	LS	\$ 50,000.00	\$50,000.00

UTILITIES - Services

25	Sewer - 4" SDR 35	505	LF	\$ 35.00	\$17,675.00
26	Water - 2" Pure Core	200	LF	\$ 35.00	\$7,000.00
27	Water Taps + Curb Stop	9	ea	\$ 4,000.00	\$36,000.00

UTILITIES - Shallows. Conduit, Only

28	Power/Phone/Fiber	600	LF	\$ 40.00	\$24,000.00
29	Gas	490	LF	\$ 20.00	\$9,800.00

Subtotal = \$1,347,520.00

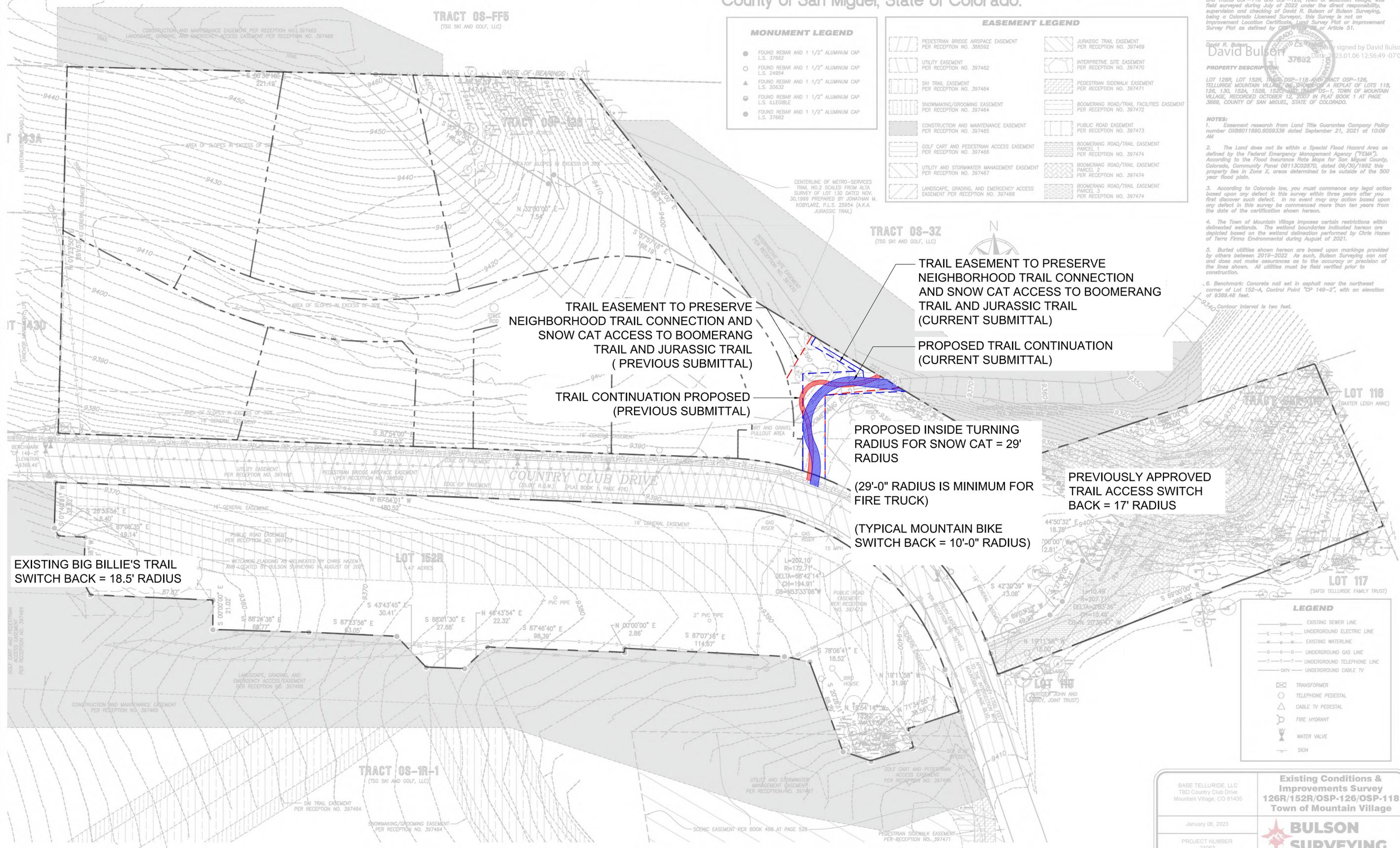
20 % Cont. = \$269,504.00

Total Budget = \$1,617,024.00



Attachment A.b

Existing Conditions/Improvement Survey
 Lots 126R and 152R and Tracts OSP-118 and OSP-126, Town of Mountain Village
 County of San Miguel, State of Colorado.



MONUMENT LEGEND

- FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 37662
- FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 24954
- ▲ FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 20632
- FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. ILLEGIBLE
- FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 37662

EASEMENT LEGEND

PEDESTRIAN BRIDGE AIRSPACE EASEMENT PER RECEPTION NO. 385592	JURASSIC TRAIL EASEMENT PER RECEPTION NO. 397469
UTILITY EASEMENT PER RECEPTION NO. 397462	INTERPRETIVE SITE EASEMENT PER RECEPTION NO. 397470
SKI TRAIL EASEMENT PER RECEPTION NO. 397464	PEDESTRIAN SIDEWALK EASEMENT PER RECEPTION NO. 397471
SNOWMAKING/GROOMING EASEMENT PER RECEPTION NO. 397464	BOOMERANG ROAD/TRAIL FACILITIES EASEMENT PER RECEPTION NO. 397472
CONSTRUCTION AND MAINTENANCE EASEMENT PER RECEPTION NO. 397465	PUBLIC ROAD EASEMENT PER RECEPTION NO. 397473
GOLF CART AND PEDESTRIAN ACCESS EASEMENT PER RECEPTION NO. 397466	BOOMERANG ROAD/TRAIL EASEMENT PER RECEPTION NO. 397474
UTILITY AND STORMWATER MANAGEMENT EASEMENT PER RECEPTION NO. 397467	BOOMERANG ROAD/TRAIL EASEMENT PARCEL 2 PER RECEPTION NO. 397474
LANDSCAPE, GRADING, AND EMERGENCY ACCESS EASEMENT PER RECEPTION NO. 397468	BOOMERANG ROAD/TRAIL EASEMENT PARCEL 3 PER RECEPTION NO. 397474

SURVEYOR'S STATEMENT:
 This Existing Conditions/Improvement Survey of Lots 126R and 152R and Tracts OSP-118 and OSP-126, Town of Mountain Village, was field surveyed during July of 2022 under the direct responsibility, supervision and checking of David R. Bulson of Bulson Surveying, being a Colorado Licensed Surveyor, this Survey is not an Improvement Location Certificate, Land Survey Plat or Improvement Survey Plat as defined by C.R.S. Title 18, Article 51.

David R. Bulson
 David Bulson
 37662 Date: 12/23/2023 12:56:49 -0700

PROPERTY DESCRIPTION:
 LOT 126R, LOT 152R, TRACT OSP-118 AND TRACT OSP-126, TELLURIDE MOUNTAIN VILLAGE, BEING A REPLAY OF LOTS 118, 126, 130, 152A, 152B, 152C, AND TRACT OSP-1, TOWN OF MOUNTAIN VILLAGE, RECORDED OCTOBER 12, 2007 IN PLAT BOOK 1 AT PAGE 3869, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

- NOTES:**
1. Easement research from Land Title Guarantee Company Policy number OXB8011690.0059336 dated September 21, 2021 at 10:09 AM
 2. The Land does not lie within a Special Flood Hazard Area as defined by the Federal Emergency Management Agency ("FEMA"). According to the Flood Insurance Rate Maps for San Miguel County, Colorado, Community Panel 0811300287D, dated 09/30/1992 this property lies in Zone X, areas determined to be outside of the 500 year flood plain.
 3. 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.
 4. The Town of Mountain Village imposes certain restrictions within delineated wetlands. The wetland boundaries indicated hereon are depicted based on the wetland delineation performed by Chris Hazen of Terra Firma Environmental during August of 2021.
 5. Buried utilities shown hereon are based upon markings provided by others between 2019-2022. As such, Bulson Surveying can not and does not make assurances as to the accuracy or precision of the lines shown. All utilities must be field verified prior to construction.
 6. Benchmark Concrete nail set in asphalt near the northwest corner of Lot 152-A, Control Point "CP 149-2", with an elevation of 9369.46 feet.

LEGEND

—S—	EXISTING SEWER LINE
—E—E—	UNDERGROUND ELECTRIC LINE
—W—W—	EXISTING WATERLINE
—G—G—	UNDERGROUND GAS LINE
—T—T—T—	UNDERGROUND TELEPHONE LINE
—C—V—	UNDERGROUND CABLE TV
⊠	TRANSFORMER
○	TELEPHONE PEDESTAL
○	CABLE TV PEDESTAL
⊕	FIRE HYDRANT
⊕	WATER VALVE
⊕	SIGN

BASE TELLURIDE, LLC
 TBD Country Club Drive
 Mountain Village, CO 81435

Existing Conditions & Improvements Survey
 126R/152R/OSP-126/OSP-118
 Town of Mountain Village

January 06, 2023
 PROJECT NUMBER
 21083

BULSON SURVEYING

Attachment B

VICINITY MAP



TOWN OF MOUNTAIN VILLAGE APPROVAL

The undersigned Mayor of the Town of Mountain Village, Colorado, do hereby certify that this Report has been approved by the Town Council in the Town Council Approval Resolution (attached hereto).

Signature: [Signature] Date: 9/14/2010

State of Colorado
County of Santa Fe

The foregoing signature was acknowledged before me this 14th day of September, 2007 A.D. by David S. Sparks as Mayor of the Town of Mountain Village.

Witness my hand and seal: [Signature] Date: 9/14/2010

Notary Public

[Signature] Mayor of the Town of Mountain Village, Colorado, do hereby certify that this Report has been approved by the Town Council in the Town Council Approval Resolution (attached hereto), which has authorized and directed me to execute this document.

Signature: [Signature] Date: 9/14/2010

State of Colorado
County of Santa Fe

The foregoing signature was acknowledged before me this 14th day of September, 2007 A.D. by David S. Sparks as Mayor of the Town of Mountain Village.

Witness my hand and seal: [Signature] Date: 9/14/2010

Notary Public

NOTES

- Approval of this Report may create a vested property right pursuant to Article 68 of the 2004 C.R.S., as amended.
- Essement research from Security Title Guaranty Company commitment numbers 52011231 dated April 19, 2007 of B04M.
- BACK OF BEARING: The bearing of the northern line of Lot 126 was determined to be S 88°51'01" E according to the Plat Lot 126, Tallante Mountain Village Filing 1, recorded March 8, 1999 in Plot Book 1 of page 250K. The bearing of the eastern line of Lot 126 was determined to be S 88°51'01" E according to the Plat Lot 126, Tallante Mountain Village Filing 1, recorded March 8, 1999 in Plot Book 1 of page 250K. The area of said line was monumented by a #8 rebar topped with a 1/2" aluminum cap, its length 206.32.
- Notice is hereby given that use and development within the area described in the Report described herein is subject to the provisions of the Town of Mountain Village Land Use Ordinance, as such ordinance is now in effect or as it may be amended from time to time.

5. NOTES OF CLARIFICATION

- The Configuration of the following lots, tracts, and right-of-way have been created by the Plat: LOT 126, LOT 152R, TRACT OSP-18, TRACT OSP-126, TRACT OS-IR-1, TRACT OS-IR-2, TRACT OS-IR-3.
- The following lots have been created by this Plat: LOT 126, LOT 152R, TRACT OSP-18, TRACT OSP-126, TRACT OS-IR-1, TRACT OS-IR-2, TRACT OS-IR-3.
- The following lots have been created by this Plat: LOT 116, LOT 126, LOT 152A, LOT 152B, LOT 152C, TRACT OS-1R-1, TRACT OS-1R-2, TRACT OS-1R-3.
- The approval of this Report violates all prior plat and lot boundary lines for the area described in the Legal Description in the MGH Property and the TSG Property as shown herein in the Certificate of Ownership.
- NOTICE: According to Colorado law you must commence any legal action based upon 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 five years from the date of the certification shown herein.

6. Wetlands as shown herein were delineated by Wright Water Engineers, Consulting Ecologist and Field Surveyed by Holly Associates, Inc. on September, 2005. Identified wetlands are subject to the applicable provisions of the Town of Mountain Village Land Use Ordinance, as such ordinance is now in effect or as it may be amended from time to time.

7. This Report is being recorded in accordance with Resolution No. 2007-0115-02 of the Town Council of the Town of Mountain Village ("Town Council Approval Resolution") recorded on April 11, 2007 in Resolution No. 301978 with the Clerk and County of Santa Fe County, Colorado ("Official Records"). Development on the MGH Property and the TSG Property is subject to the Development Agreement between MGH and the Town of Mountain Village ("Development Agreement") recorded on October 1, 2007 in Resolution No. 417128 in the Official Records.

NOTES (CONT.)

10. The ownership and use of Lot 116, Town of Mountain Village is burdened by the following restrictions: (a) the location of the Boundary Road/road being relocated out Lot 116 pursuant to the Town Council Approval Resolution will never be moved closer to adjacent Lots 117 and 118; and (b) no healthy living trees shall be removed from existing Lot 116 following the relocation and construction of the Boundary Road/road.

CERTIFICATE OF OWNERSHIP

West Gate Holdings LLC, a Michigan limited liability company ("MGH") and TSG SA & Golf, LLC, a Delaware limited liability company ("TSG") (collectively being the "Owners") do hereby certify that as follows:

- That MGH is the current fee simple owner of certain real property, situated in San Miguel County, Colorado which is more particularly described as Lot 116, Tallante Mountain Village, according to the Plat recorded March 8, 1999 in Plot Book 1 of page 476. Lot 126, 152A, 152B, 152C, 152D, 152E, 152F, 152G, 152H, 152I, 152J, 152K, 152L, 152M, 152N, 152O, 152P, 152Q, 152R, 152S, 152T, 152U, 152V, 152W, 152X, 152Y, 152Z, 152AA, 152AB, 152AC, 152AD, 152AE, 152AF, 152AG, 152AH, 152AI, 152AJ, 152AK, 152AL, 152AM, 152AN, 152AO, 152AP, 152AQ, 152AR, 152AS, 152AT, 152AU, 152AV, 152AW, 152AX, 152AY, 152AZ, 152BA, 152BB, 152BC, 152BD, 152BE, 152BF, 152BG, 152BH, 152BI, 152BJ, 152BK, 152BL, 152BM, 152BN, 152BO, 152BP, 152BQ, 152BR, 152BS, 152BT, 152BU, 152BV, 152BW, 152BX, 152BY, 152BZ, 152CA, 152CB, 152CC, 152CD, 152CE, 152CF, 152CG, 152CH, 152CI, 152CJ, 152CK, 152CL, 152CM, 152CN, 152CO, 152CP, 152CQ, 152CR, 152CS, 152CT, 152CU, 152CV, 152CW, 152CX, 152CY, 152CZ, 152DA, 152DB, 152DC, 152DD, 152DE, 152DF, 152DG, 152DH, 152DI, 152DJ, 152DK, 152DL, 152DM, 152DN, 152DO, 152DP, 152DQ, 152DR, 152DS, 152DT, 152DU, 152DV, 152DW, 152DX, 152DY, 152DZ, 152EA, 152EB, 152EC, 152ED, 152EE, 152EF, 152EG, 152EH, 152EI, 152EJ, 152EK, 152EL, 152EM, 152EN, 152EO, 152EP, 152EQ, 152ER, 152ES, 152ET, 152EU, 152EV, 152EW, 152EX, 152EY, 152EZ, 152FA, 152FB, 152FC, 152FD, 152FE, 152FF, 152FG, 152FH, 152FI, 152FJ, 152FK, 152FL, 152FM, 152FN, 152FO, 152FP, 152FQ, 152FR, 152FS, 152FT, 152FU, 152FV, 152FW, 152FX, 152FY, 152FZ, 152GA, 152GB, 152GC, 152GD, 152GE, 152GF, 152GG, 152GH, 152GI, 152GJ, 152GK, 152GL, 152GM, 152GN, 152GO, 152GP, 152GQ, 152GR, 152GS, 152GT, 152GU, 152GV, 152GW, 152GX, 152GY, 152GZ, 152HA, 152HB, 152HC, 152HD, 152HE, 152HF, 152HG, 152HH, 152HI, 152HJ, 152HK, 152HL, 152HM, 152HN, 152HO, 152HP, 152HQ, 152HR, 152HS, 152HT, 152HU, 152HV, 152HW, 152HX, 152HY, 152HZ, 152IA, 152IB, 152IC, 152ID, 152IE, 152IF, 152IG, 152IH, 152II, 152IJ, 152IK, 152IL, 152IM, 152IN, 152IO, 152IP, 152IQ, 152IR, 152IS, 152IT, 152IU, 152IV, 152IW, 152IX, 152IY, 152IZ, 152JA, 152JB, 152JC, 152JD, 152JE, 152JF, 152JG, 152JH, 152JI, 152JJ, 152JK, 152JL, 152JM, 152JN, 152JO, 152JP, 152JQ, 152JR, 152JS, 152JT, 152JU, 152JV, 152JW, 152JX, 152JY, 152JZ, 152KA, 152KB, 152KC, 152KD, 152KE, 152KF, 152KG, 152KH, 152KI, 152KJ, 152KL, 152KM, 152KN, 152KO, 152KP, 152KQ, 152KR, 152KS, 152KT, 152KU, 152KV, 152KW, 152KX, 152KY, 152KZ, 152LA, 152LB, 152LC, 152LD, 152LE, 152LF, 152LG, 152LH, 152LI, 152LJ, 152LK, 152LL, 152LM, 152LN, 152LO, 152LP, 152LQ, 152LR, 152LS, 152LT, 152LU, 152LV, 152LW, 152LX, 152LY, 152LZ, 152MA, 152MB, 152MC, 152MD, 152ME, 152MF, 152MG, 152MH, 152MI, 152MJ, 152MK, 152ML, 152MN, 152MO, 152MP, 152MQ, 152MR, 152MS, 152MT, 152MU, 152MV, 152MW, 152MX, 152MY, 152MZ, 152NA, 152NB, 152NC, 152ND, 152NE, 152NF, 152NG, 152NH, 152NI, 152NJ, 152NK, 152NL, 152NM, 152NO, 152NP, 152NQ, 152NR, 152NS, 152NT, 152NU, 152NV, 152NW, 152NX, 152NY, 152NZ, 152OA, 152OB, 152OC, 152OD, 152OE, 152OF, 152OG, 152OH, 152OI, 152OJ, 152OK, 152OL, 152OM, 152ON, 152OO, 152OP, 152OQ, 152OR, 152OS, 152OT, 152OU, 152OV, 152OW, 152OX, 152OY, 152OZ, 152PA, 152PB, 152PC, 152PD, 152PE, 152PF, 152PG, 152PH, 152PI, 152PJ, 152PK, 152PL, 152PM, 152PN, 152PO, 152PP, 152PQ, 152PR, 152PS, 152PT, 152PU, 152PV, 152PW, 152PX, 152PY, 152PZ, 152QA, 152QB, 152QC, 152QD, 152QE, 152QF, 152QG, 152QH, 152QI, 152QJ, 152QK, 152QL, 152QM, 152QN, 152QO, 152QP, 152QQ, 152QR, 152QS, 152QT, 152QU, 152QV, 152QW, 152QX, 152QY, 152QZ, 152RA, 152RB, 152RC, 152RD, 152RE, 152RF, 152RG, 152RH, 152RI, 152RJ, 152RK, 152RL, 152RM, 152RN, 152RO, 152RP, 152RQ, 152RR, 152RS, 152RT, 152RU, 152RV, 152RW, 152RX, 152RY, 152RZ, 152SA, 152SB, 152SC, 152SD, 152SE, 152SF, 152SG, 152SH, 152SI, 152SJ, 152SK, 152SL, 152SM, 152SN, 152SO, 152SP, 152SQ, 152SR, 152SS, 152ST, 152SU, 152SV, 152SW, 152SX, 152SY, 152SZ, 152TA, 152TB, 152TC, 152TD, 152TE, 152TF, 152TG, 152TH, 152TI, 152TJ, 152TK, 152TL, 152TM, 152TN, 152TO, 152TP, 152TQ, 152TR, 152TS, 152TT, 152TU, 152TV, 152TW, 152TX, 152TY, 152TZ, 152UA, 152UB, 152UC, 152UD, 152UE, 152UF, 152UG, 152UH, 152UI, 152UJ, 152UK, 152UL, 152UM, 152UN, 152UO, 152UP, 152UQ, 152UR, 152US, 152UT, 152UU, 152UV, 152UW, 152UX, 152UY, 152UZ, 152VA, 152VB, 152VC, 152VD, 152VE, 152VF, 152VG, 152VH, 152VI, 152VJ, 152VK, 152VL, 152VM, 152VN, 152VO, 152VP, 152VQ, 152VR, 152VS, 152VT, 152VU, 152VV, 152VW, 152VX, 152VY, 152VZ, 152WA, 152WB, 152WC, 152WD, 152WE, 152WF, 152WG, 152WH, 152WI, 152WJ, 152WK, 152WL, 152WM, 152WN, 152WO, 152WP, 152WQ, 152WR, 152WS, 152WT, 152WU, 152WV, 152WW, 152WX, 152WY, 152WZ, 152XA, 152XB, 152XC, 152XD, 152XE, 152XF, 152XG, 152XH, 152XI, 152XJ, 152XK, 152XL, 152XM, 152XN, 152XO, 152XP, 152XQ, 152XR, 152XS, 152XT, 152XU, 152XV, 152XW, 152XX, 152XY, 152XZ, 152YA, 152YB, 152YC, 152YD, 152YE, 152YF, 152YG, 152YH, 152YI, 152YJ, 152YK, 152YL, 152YM, 152YN, 152YO, 152YP, 152YQ, 152YR, 152YS, 152YT, 152YU, 152YV, 152YW, 152YX, 152YY, 152YZ, 152ZA, 152ZB, 152ZC, 152ZD, 152ZE, 152ZF, 152ZG, 152ZH, 152ZI, 152ZJ, 152ZK, 152ZL, 152ZM, 152ZN, 152ZO, 152ZP, 152ZQ, 152ZR, 152ZS, 152ZT, 152ZU, 152ZV, 152ZW, 152ZX, 152ZY, 152ZZ.
- That TSG is the current fee simple owner of certain real property, situated in San Miguel County, Colorado which is more particularly described as Tract OS-1, Town of Mountain Village ("TSG Property"), which is being replatted into newly designated parcels OS-1R-1, OS-1R-2, and OS-1R-3.

3. That MGH has obtained or is obtaining certain lease use approvals and entitlements ("Town Approvals") concerning the use and development of the MGH Property as reflected on this Report, in the Town Council Approval Resolution, the Development Agreement, and other such documents reflecting such approvals from the Town of Mountain Village, Colorado ("Town").

4. Owners seek to replat the MGH Property and TSG Property for the purpose of creating the newly configured and designated lots and parcels as the same are depicted and described on this Report.

5. TSG has consented to this Report and the Town Approvals to the extent such actions affect the TSG Property as indicated on the Town Approvals.

IN WITNESS WHEREOF, MGH (with respect to the MGH Property) and TSG (with respect to the TSG Property) do each execute this Report as of the date hereof.

West Gate Holdings LLC, a Michigan limited liability company
By: [Signature]

TSG SA & Golf, LLC, a Delaware limited liability company
By: [Signature]

Printed name: DAVE RILEY
Title: CEO

Signature: [Signature]
State of Colorado
County of Santa Fe

The foregoing signature was acknowledged before me this 18th day of September, 2007 A.D. by West Gate Holdings LLC, a Michigan limited liability company.

Witness my hand and seal: [Signature] Date: 9/18/2007

Notary Public

Signature: [Signature]
State of Colorado
County of Santa Fe

The foregoing signature was acknowledged before me this 18th day of September, 2007 A.D. by TSG SA & Golf, LLC, a Delaware limited liability company.

Witness my hand and seal: [Signature] Date: 9/18/2007

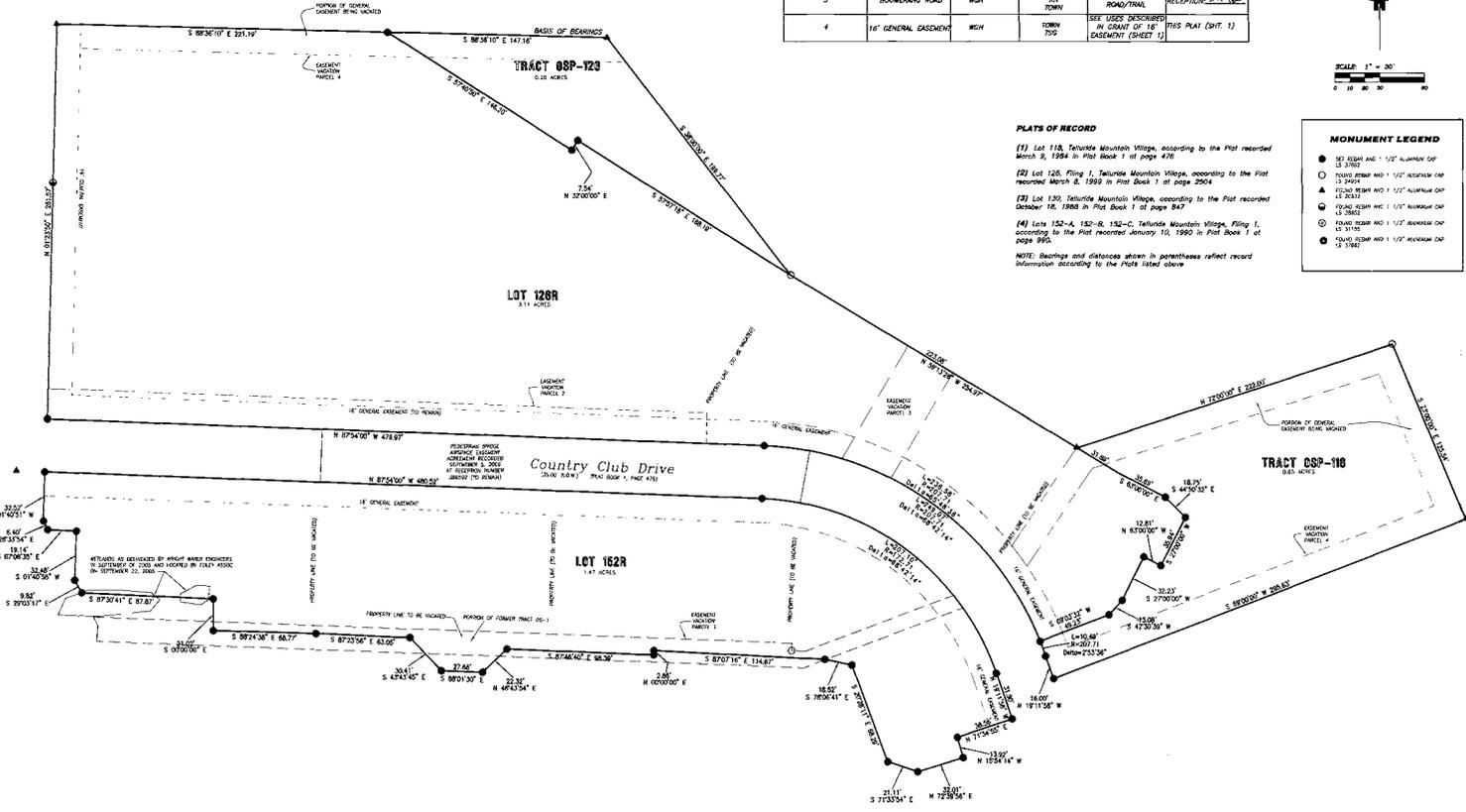
Notary Public

LAND USE CHART	
CURRENT	PERMITTED
Residential Single-Family	Residential Single-Family
Residential Medium-Density	Residential Medium-Density
Residential High-Density	Residential High-Density
Commercial	Commercial
Industrial	Industrial
Office	Office
Public	Public
Special Use	Special Use
Other	Other

TITLE INSURANCE COMPANY CERTIFICATE

Security Title Guaranty Company does hereby certify that we have examined the title to the lands herein shown on the Plat of LOT 126R, LOT 152R, TRACT OSP-18, TRACT OSP-126, TRACT OS-1R-1 AND OS-1R-2 AND OS-1R-3, A REPLAT OF LOTS 116, 126, 130, 152A, 152B, 152C, 152D, 152E, 152F, 152G, 152H, 152I, 152J, 152K, 152L, 152M, 152N, 152O, 152P, 152Q, 152R, 152S, 152T, 152U, 152V, 152W, 152X, 152Y, 152Z, 152AA, 152AB, 152AC, 152AD, 152AE, 152AF, 152AG, 152AH, 152AI, 152AJ, 152AK, 152AL, 152AM, 152AN, 152AO, 152AP, 152AQ, 152AR, 152AS, 152AT, 152AU, 152AV, 152AW, 152AX, 152AY, 152AZ, 152BA, 152BB, 152BC, 152BD, 152BE, 152BF, 152BG, 152BH, 152BI, 152BJ, 152BK, 152BL, 152BM, 152BN, 152BO, 152BP, 152BQ, 152BR, 152BS, 152BT, 152BU, 152BV, 152BW, 152BX, 152BY, 152BZ, 152CA, 152CB, 152CC, 152CD, 152CE, 152CF, 152CG, 152CH, 152CI, 152CJ, 152CK, 152CL, 152CM, 152CN, 152CO, 152CP, 152CQ, 152CR, 152CS, 152CT, 152CU, 152CV, 152CW, 152CX, 152CY, 152CZ, 152DA, 152DB, 152DC, 152DD, 152DE, 152DF, 152DG, 152DH, 152DI, 152DJ, 152DK, 152DL, 152DM, 152DN, 152DO, 152DP, 152DQ, 152DR, 152DS, 152DT, 152DU, 152DV, 152DW, 152DX, 152DY, 152DZ, 152EA, 152EB, 152EC, 152ED, 152EE, 152EF, 152EG, 152EH, 152EI, 152EJ, 152EK, 152EL, 152EM, 152EN, 152EO, 152EP, 152EQ, 152ER, 152ES, 152ET, 152EU, 152EV, 152EW, 152EX, 152EY, 152EZ, 152FA, 152FB, 152FC, 152FD, 152FE, 152FF, 152FG, 152FH, 152FI, 152FJ, 152FK, 152FL, 152FM, 152FN, 152FO, 152FP, 152FQ, 152FR, 152FS, 152FT, 152FU, 152FV, 152FW, 152FX, 152FY, 152FZ, 152GA, 152GB, 152GC, 152GD, 152GE, 152GF, 152GG, 152GH, 152GI, 152GJ, 152GK, 152GL, 152GM, 152GN, 152GO, 152GP, 152GQ, 152GR, 152GS, 152GT, 152GU, 152GV, 152GW, 152GX, 152GY, 152GZ, 152HA, 152HB, 152HC, 152HD, 152HE, 152HF, 152HG, 152HH, 152HI, 152HJ, 152HK, 152HL, 152HM, 152HN, 152HO, 152HP, 152HQ, 152HR, 152HS, 152HT, 152HU, 152HV, 152HW, 152HX, 152HY, 152HZ, 152IA, 152IB, 152IC, 152ID, 152IE, 152IF, 152IG, 152IH, 152II, 152IJ, 152IK, 152IL, 152IM, 152IN, 152IO, 152IP, 152IQ, 152IR, 152IS, 152IT, 152IU, 152IV, 152IW, 152IX, 152IY, 152IZ, 152JA, 152JB, 152JC, 152JD, 152JE, 152JF, 152JG, 152JH, 152JI, 152JJ, 152JK, 152JL, 152JM, 152JN, 152JO, 152JP, 152JQ, 152JR, 152JS, 152JT, 152JU, 152JV, 152JW, 152JX, 152JY, 152JZ, 152KA, 152KB, 152KC, 152KD, 152KE, 152KF, 152KG, 152KH, 152KI, 152KJ, 152KL, 152KM, 152KN, 152KO, 152KP, 152KQ, 152KR, 152KS, 152KT, 152KU, 152KV, 152KW, 152KX, 152KY, 152KZ, 152LA, 152LB, 152LC, 152LD, 152LE, 152LF, 152LG, 152LH, 152LI, 152LJ, 152LK, 152LM, 152LN, 152LO, 152LP, 152LQ, 152LR, 152LS, 152LT, 152LU, 152LV, 152LW, 152LX, 152LY, 152LZ, 152MA, 152MB, 152MC, 152MD, 152ME, 152MF, 152MG, 152MH, 152MI, 152MJ, 152MK, 152ML, 152MN, 152MO, 152MP, 152MQ, 152MR, 152MS, 152MT, 152MU, 152MV, 152MW, 152MX, 152MY, 152MZ, 152NA, 152NB, 152NC, 152ND, 152NE, 152NF, 152NG, 152NH, 152NI, 152NJ, 152NK, 152NL, 152NM, 152NO, 152NP, 152NQ, 152NR, 152NS, 152NT, 152NU, 152NV, 152NW, 152NX, 152NY, 152NZ, 152OA, 152OB, 152OC, 152OD, 152OE, 152OF, 152OG, 152OH, 152OI, 152OJ, 152OK, 152OL, 152OM, 152ON, 152OO, 152OP, 152OQ, 152OR, 152OS, 152OT, 152OU, 152OV, 152OW, 152OX, 152OY, 152OZ, 152PA, 152PB, 152PC, 152PD, 152PE, 152PF, 152PG, 152PH, 152PI, 152PJ, 152PK, 152PL, 152PM, 152PN, 152PO, 152PP, 152PQ, 152PR, 152PS, 152PT, 152PU, 152PV, 152PW, 152PX, 152PY, 152PZ, 152QA, 152QB, 152QC, 152QD, 152QE, 152QF, 152QG, 152QH, 152QI, 152QJ, 152QK, 152QL, 152QM, 152QN, 152QO, 152QP, 152QQ, 152QR, 152QS, 152QT, 152QU, 152QV, 152QW, 152QX, 152QY, 152QZ, 152RA, 152RB, 152RC, 152RD, 152RE, 152RF, 152RG, 152RH, 152RI, 152RJ, 152RK, 152RL, 152RM, 152RN, 152RO, 152RP, 152RQ, 152RR, 152RS, 152RT, 152RU, 152RV, 152RW, 152RX, 152RY, 152RZ, 152SA, 152SB, 152SC, 152SD, 152SE, 152SF, 152SG, 152SH, 152SI, 152SJ, 152SK, 152SL, 152SM, 152SN, 152SO, 152SP, 152SQ, 152SR, 152SS, 152ST, 152SU, 152SV, 152SW, 152SX, 152SY, 152SZ, 152TA, 152TB, 152TC, 152TD, 152TE, 152TF, 152TG, 152TH, 152TI, 152TJ, 152TK, 152TL, 152TM, 152TN, 152TO, 152TP, 152TQ, 152TR, 152TS, 152TT, 152TU, 152TV, 152TW, 152TX, 152TY, 152TZ, 152UA, 152UB, 152UC, 152UD, 152UE, 152UF, 152UG, 152UH, 152UI, 152UJ, 152UK, 152UL, 152UM, 152UN, 152UO, 152UP, 152UQ, 152UR, 152US, 152UT, 152UU, 152UV, 152UW, 152UX, 152UY, 152UZ, 152VA, 152VB, 152VC, 152VD, 152VE, 152VF, 152VG, 152VH, 152VI, 152VJ, 152VK, 152VL, 152VM, 152VN, 152VO, 152VP, 152VQ, 152VR, 152VS, 152VT, 152VU, 152VV, 152VW, 152VX, 152VY, 152VZ, 152WA, 152WB, 152WC, 152WD, 152WE, 152WF, 152WG, 152WH, 152WI, 152WJ, 152WK, 152WL, 152WM, 152WN, 152WO, 152WP, 152WQ, 152WR, 152WS, 152WT, 152WU, 152WV, 152WW, 152WX, 152WY, 152WZ, 152XA, 152XB, 152XC, 152XD, 152XE, 152XF, 152XG, 152XH, 152XI, 152XJ, 152XK, 152XL, 152XM, 152XN, 152XO, 152XP, 152XQ, 152XR, 152XS, 152XT, 152XU, 152XV, 152XW, 152XX, 152XY, 152XZ, 152YA, 152YB, 152YC, 152YD, 152YE, 152YF, 152YG, 152YH, 152YI, 152YJ, 152YK, 152YL, 152YM, 152YN, 152YO, 152YP, 152YQ, 152YR, 152YS, 152YT, 152YU, 152YV, 152YW, 152YX, 15

EASEMENT MIGRATION PARCEL NO.	EASEMENT DESCRIPTION	BOUNDEN PARTY	BENEFITED PARTY	EASEMENT PURPOSE	INSTRUMENT DATING/RELOCATING EASEMENT
1	UTILITY EASEMENT	WCH	TOWN OF TSO	UTILITIES	RECEPTION 397459
2	20' EASEMENT PER PLAT BOOK 1 PAGE 2504	WCH	TOWN	GENERAL	RECEPTION 397459
3	DOORWALK ROAD	WCH	TOWN	UTILITIES ROAD/PAVE	RECEPTION 397459
4	16' GENERAL EASEMENT	WCH	TOWN TSO	SEE USES DESCRIBED IN GRANT OF THIS EASEMENT (SHEET 1)	RECEPTION 397459



PLATS OF RECORD

- (1) Lot 118, Telluride Mountain Village, according to the Plat recorded March 9, 1984 in Plat Book 1 of page 476
 - (2) Lot 126, Filing 1, Telluride Mountain Village, according to the Plat recorded March 6, 1989 in Plat Book 1 of page 2504
 - (3) Lot 130, Telluride Mountain Village, according to the Plat recorded October 16, 1989 in Plat Book 1 of page 845
 - (4) Lots 152-A, 152-B, 152-C, Telluride Mountain Village, Filing 1, according to the Plat recorded January 10, 1990 in Plat Book 1 of page 950.
- NOTE: Bearings and distances shown in parentheses reflect record information according to the Plats listed above

MONUMENT LEGEND

- 50' BEAM AND 1 1/2" ALUMINUM CAP 15 3782
- 100' BEAM AND 1 1/2" ALUMINUM CAP 15 3404
- △ 120' BEAM AND 1 1/2" ALUMINUM CAP 15 3533
- ▲ 120' BEAM AND 1 1/2" ALUMINUM CAP 15 3852
- 100' BEAM AND 1 1/2" ALUMINUM CAP 15 3116
- 150' BEAM AND 1 1/2" ALUMINUM CAP 15 3741

LOT 126R, LOT 152R, TRACT OSP-118, TRACT OSP-126, TRACT OS-IR-1, TRACT OS-IR-2, AND TRACT OS-IR-3

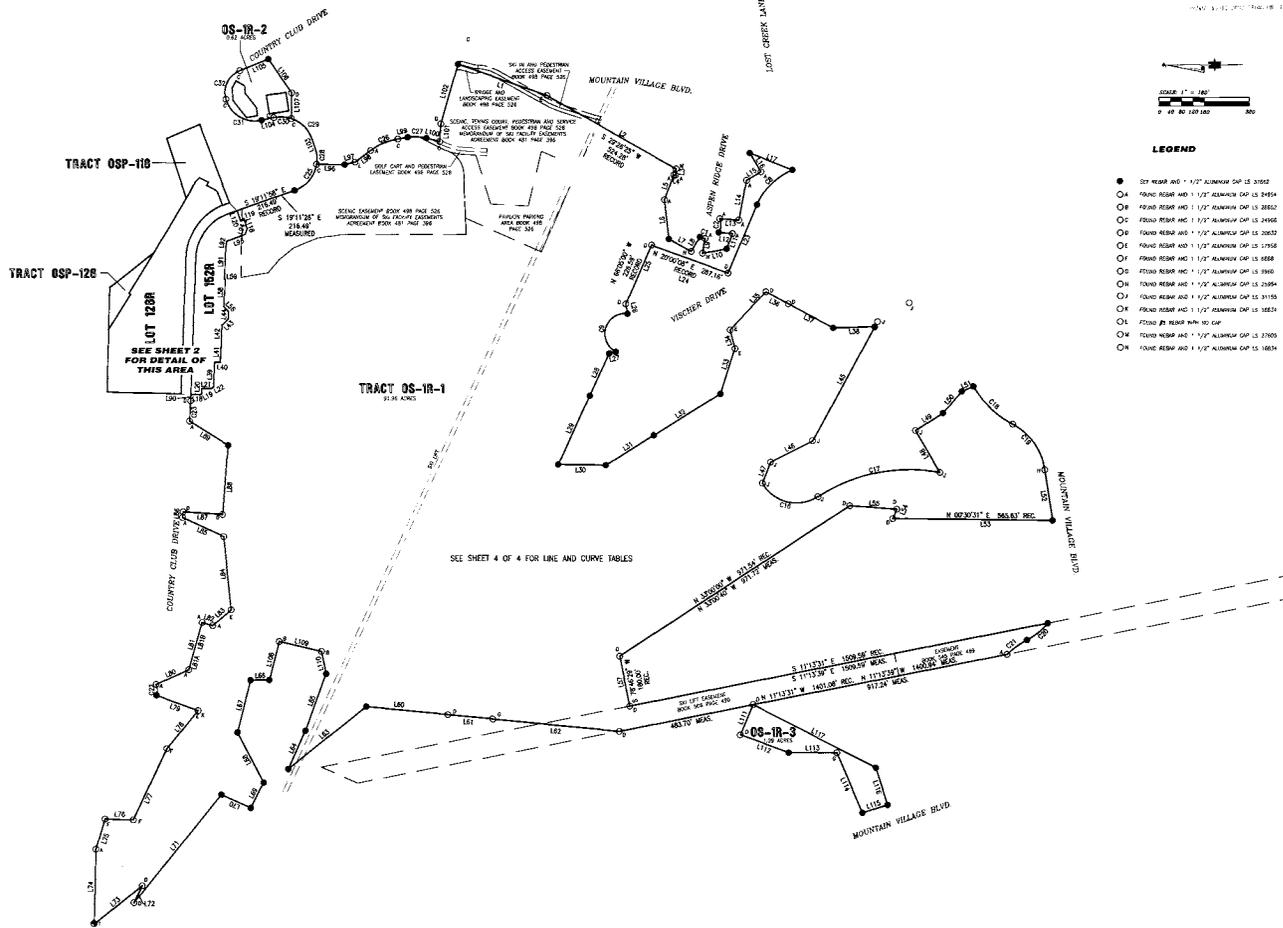
A REPLAT OF LOTS 118, 126, 130, 152A, 152B, 152C AND TRACT OS-1 TOWN OF MOUNTAIN VILLAGE LOCATED WITHIN THE N 1/2 OF SECTION 3, T. 42 N., R. 9 W., AND THE S 1/2 OF SECTION 34, T. 43 N., R. 9 W., N.M.P.M. IN THE COUNTY OF SAN MIGUEL, LYING WITHIN THE INCORPORATED TOWN OF MOUNTAIN VILLAGE, COLORADO

Project mgr.:	dlm	DATE:	09/20/05	SHEET NO.	44
Designer:	dlm				
Checker:	dlm				
Drawn by:	dlm				
Start date:	8/20/05				

FOLEY ASSOCIATES, INC.
1325 NW FRANKLIN ST., SUITE 101
DENVER, COLORADO 80202
Tel: 303.733.8800 Fax: 303.733.8801

11/20/05 11:54 AM P:\2005\118-152-130-152C-152A-152B-152C AND TRACT OS-1\118-152-130-152A-152B-152C AND TRACT OS-1.dwg
Drawing path: g:\e-38-07-00\submittal\118-05-01.dwg Sheet: 44 of 44 Project #: 88228

PAGE 3870



SEE SHEET 2 FOR DETAIL OF THIS AREA

SEE SHEET 4 OF 4 FOR LINE AND CURVE TABLES

LOT 126R, LOT 128R, LOT 129R, TRACT OSP-118, TRACT OSP-126, TRACT OS-1R-1, TRACT OS-1R-2, AND TRACT OS-1R-3
 A REPLAT OF LOTS 126, 130, 152A, 152B, 152C AND TRACT OS-1 TOWN OF MOUNTAIN VILLAGE LOCATED WITHIN THE N 1/2 OF SECTION 3, T. 42 N., R. 9 W., AND THE
 S 1/2 OF SECTION 34, T. 43 N., R. 9 W., N.M.P.M. IN THE COUNTY OF SAN MIGUEL, LYING WITHIN THE INCORPORATED TOWN OF MOUNTAIN VILLAGE, COLORADO

Project No.	08
Revision	
Drawn by	ag
Check by	ag
Date	6/10/18

FOLEY ASSOCIATES, INC.
 9720 72nd Circle, Suite 100, Greenwood Village, CO 80120
 303.751.1300
 www.foleyassociates.com

125 W. PACE PLAZA, SUITE 10-1
 TELLURIDE, COLORADO 81426

Drwng: pbfh Date: 6-10-18 Plot: 3-18-07 sheet: 3-4 Sheet: 4 of 4 Project #: 3871

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE,
COLORADO CONDITIONALLY APPROVING A MAJOR SUBDIVISION FOR
LOTS 126R AND 152R AND TRACTS OSP-118 AND OSP-126**

RESOLUTION NO. 2023-__

WHEREAS, Base Telluride, LLC (the “**Developer**”) is the owner of certain real property described as Lot 126R, Lot 152R, Tract OSP-118, and Tract OSP-126, Telluride Mountain Village, Colorado, according to the plat recorded as Reception No. 397455 (together, the “**Property**”); and

WHEREAS, the Developer has submitted a Major Subdivision application to the Town of Mountain Village (the “**Town**”) to replat Lot 126R, Tract OSP-118, and Tract OSP-126 (“**Subdivision Application**”) for the purpose of including the Property in an integrated development that will include the creation of a common interest community and an owners’ association; and

WHEREAS, the Developer has applied to rezone the Property and transfer certain density in connection with its Subdivision Application (“**Rezoning Application**”), which is being concurrently processed and considered by the Town of Mountain Village Design Review Board (“**DRB**”) and the Town of Mountain Village Town Council (“**Town Council**”); and

WHEREAS, the Subdivision Application consists of the materials submitted to the Town and itemized on Exhibit A, plus all statements, representations, and additional documents of the Developer and its representatives made or submitted at the public hearings before the DRB and Town Council; and

WHEREAS, the DRB held a public hearing on February 2, 2023, to consider the Subdivision Application and testimony and comments from the Developer, Town Staff, and members of the public, and voted unanimously to issue a recommendation of approval to Town Council of the Subdivision Application, subject to conditions; and

WHEREAS, the Town Council held a public hearing on February 16, 2023, which was continued to March 16, 2023, then to April 20, 2023, to consider the Subdivision Application, the DRB’s recommendations, and testimony and comments from the Developer, Town Staff, and members of the public, and voted ____ to approve this Resolution (“**Subdivision Approval**”); and

WHEREAS, the public hearings and meetings to consider the Subdivision Application were duly noticed and held in accordance with the Town’s Community Development Code (“**CDC**”); and

WHEREAS, the Town entered into an agreement with San Miguel County regarding platted open space, which agreement is recorded as Reception No. 426873 (“**County IGA**”) and was codified as CDC Section 17.3.10; and

WHEREAS, the Town has determined that the subdivision accomplished by this approval will comply with the County IGA and that there will be no net loss in open space acreage thereby; and

WHEREAS, the Town Council has considered the criteria set forth in Section 17.4.13 of the CDC and finds that each of the following have been satisfied or will be satisfied upon compliance with the conditions of this Resolution set forth below:

1. The proposed subdivision is in general conformance with the goals, policies, and provisions of the Comprehensive Plan;

2. The proposed subdivision is consistent with the applicable Zoning and Land Use Regulations and any PUD development agreement regulating development of the property;
3. The proposed density is assigned to the lot by the official land use and density allocation, or the applicant is processing a concurrent rezoning and density transfer;
4. The proposed subdivision is consistent with the applicable Subdivision Regulations;
5. Adequate public facilities and services are available to serve the intended land uses;
6. The applicant has provided evidence to show that all areas of the proposed subdivision that may involve soil or geological conditions that may present hazards or that may require special precautions have been identified, and that the proposed uses are compatible with such conditions;
7. Subdivision access is in compliance with Town standards and codes unless specific variances have been granted in accordance with the variance provisions of this CDC; and
8. The proposed subdivision meets all applicable Town regulations and standards.

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

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

SECTION 1. RECITALS. The foregoing recitals are incorporated herein as findings and determinations of the Town Council.

SECTION 2. APPROVAL.

2.1. **SUBDIVISION APPLICATION.** The Town Council hereby approves the Subdivision Application and the related Property Replat, attached hereto as Exhibit A and incorporated by reference herein, subject to the conditions set forth below. The Town Council hereby approves the Development Agreement, subject to the conditions set forth below, and authorizes the Mayor and Town Clerk to sign said agreement on behalf of the Town following approval of the same by the Town Manager. All exhibits to this Resolution are available for inspection at the Town Clerk’s Office.

2.2. **PARCEL MODIFICATIONS.** The Town Council approves the parcel and acreage modifications for the Property as follows:

Table 1. Current Parcels, Zoning and Acreage.

Parcel	Current Zoning	Current Acreage
Lot 126R	Multi-Family	3.11 Acres
OSP-118	Active/Passive Open Space	0.65 Acres
OSP-126	Passive Open Space	0.26 Acres

Table 2. Proposed Parcels, Zoning and Acreage.

Parcel	New Zoning	New Acreage
Lot 126R-1	Single-Family	0.32 Acres

	Resource Conservation Active Open Space Overlay	0.555 Acres
		0.875 Acres Total
Lot 126R-2	Single-Family	0.310 Acres
Lot 126R-3	Single-Family	0.213 Acres
Lot 126R-4	Single-Family	0.222 Acres
Lot 126R-5	Single-Family	0.201 Acres
Lot 126R-6	Single-Family	0.357 Acres
Lot 126R-7	Single-Family	0.402 Acres
	Passive Open Space Overlay	0.057 Acres
		0.459 Acres Total
Lot 126R-8	Single-Family	0.407 Acres
	Passive Open Space Overlay	0.035 Acres
		0.442 Acres Total
Lot 126R-9	Single-Family	0.248 Acres
	Passive Open Space Overlay	0.254 Acres
		0.502 Acres Total
Access Tract 126	Right of Way Active Open Space	0.442 Acres
Open Space	Resource Conservation Active Open Space (126R-1)*	24,336 SF (0.56 Acres)
	Passive Open Space*	11,088 SF (0.35 Acres) Total
	126R-7	1,541 SF
	126R-8	11,085 SF
	126R-9	39,423 SF (0.91 Acres) Total

* As depicted on the Property Replat.

2.3 **CONDOMINIUM MAPS.** The Multi-Family Parcels within Lots 126R and 152R may be re-subdivided into condominiums consistent with the Rezoning Approval (defined below) without further action by the Town Council but subject to Town Staff review pursuant to CDC Section 17.4.13(3). The condominium maps and governing documents shall be consistent with the terms and conditions of this Resolution and Rezoning Approval.

SECTION 3. CONDITIONS. The Subdivision Approval is subject to the following terms and conditions:

3.1. The Town Council must separately approve the related Rezoning Application for the Property. If the Rezoning Application is not approved within ninety (90) days after adoption of this Resolution, this Resolution shall become null and void.

3.2. All conditions of the approval as set forth in Town Council Ordinance No. 2023-__ (“**Rezoning Approval**”) are conditions of this Subdivision Approval.

3.3. The Town and Developer shall enter into a Development Agreement in substantially the form set forth in Exhibit C, attached hereto, which shall incorporate by reference all conditions of this Subdivision Approval and the Rezoning Approval. The final form of the Development Agreement and related exhibits may be approved by the Town Manager without further action by the Town Council, provided the agreement is consistent with this Resolution and the Rezoning Approval.

3.4. All Public Improvements to be dedicated to the Town, including those required as conditions of the Subdivision Approval, shall be constructed by the Developer at its expense pursuant to plans and specifications approved by the Town Engineer, and the Developer shall provide a letter of credit or other security, in a form subject to approval by the Town Manager (which shall not be unreasonably withheld), to secure the construction and completion of such improvements based on engineering cost estimates to be approved by the Town Engineer. The procedures for providing and releasing security, inspection and acceptance of public dedications, and construction warranties shall be addressed in the Development Agreement and/or a supplement thereto to be executed prior to issuance of a building permit when final plans and specifications and cost estimates are complete.

3.5. The Developer shall coordinate with Town Staff and the Town Attorney to ensure that the Property Replat creates all necessary easements, vacates all obsolete easements over the Property or Town-owned property, and modifies existing easements as appropriate prior to recordation of the Property Replat, provided that certain easements as identified in the Development Agreement may be granted after construction based on as-built conditions but prior to a certificate of occupancy for the structures such easements are intended to benefit. Any covenants or easements to be created or amended must be provided for review and approval by the Town Attorney prior to recordation of the Property Replat. Any such easement agreements with the Town shall be recorded at the same time as the Property Replat.

3.6. The Developer shall adequately address facility sites, easements, and rights of access for electrical and natural gas utility service sufficient to ensure reliable and adequate service for the Property.

3.7. Any utility lines that are abandoned and not relocated shall be remediated appropriately by the Developer in accordance with the conditions of the building permit issued for the Property.

3.8. The Developer shall submit a revised utility plan prior to Subdivision Approval that includes water and sewer service lines to each property line in accordance with CDC Section 17.4.13.I.1-5.

3.9. The private road within the proposed development on the Property shall be owned and maintained by the owners’ association, and the declaration of covenants for the Property shall give the Town the right, but not the obligation, to maintain the road if the association fails to do so, to bill the association for all such expenses incurred by the Town, and to lien all or a portion of the Property if the association fails to pay.

3.10. The Developer shall relocate and maintain the 16’ wide trail connection from Country Club Drive to the junction of the Jurassic/Boomerang Trails. The Developer shall revise the civil drawings to show the trail and access easement in more detail, including decomposed granite/trail mix meeting Town specifications, and no hardscape or landscape in this area to accommodate snowcats for access. The trail and access easement shall be granted to the Town on or before the recordation of the Property Replat but may be modified after construction based on a survey of as-built conditions. The trail and access easement area shall accommodate the turning radius of snow grooming equipment, and should the easement area need to be altered from the plans and specifications submitted as part of this approval, such alteration may be approved by Town staff.

3.12. The single-family setback shall be renamed to “General Easement” on the Replat and reduced from 16’ to 10’. The Town will draft the General Easement plat note, which shall name the Town as beneficiary and limit the General Easement to below-grade utilities with no public access.

3.13. Town Staff will review and must approve the final proposed Property Replat to verify consistency with CDC Section 17.4.13.N Plat Standards, including subsection 3 Plat Notes and Certifications, and provide redline comments to the Developer prior to execution of the final mylar.

3.14. Town Staff has the authority to provide ministerial and conforming comments on the mylar prior to recordation of the Property Replat.

3.15. Permanent monuments on the external boundary of the subdivision shall be set within thirty (30) days of the recording of the Property Replat. Block and lot monuments shall be set pursuant to C.R.S. § 38-51-101. All monuments shall be located and described. Information adequate to locate all monuments shall be noted on the Property Replat.

3.16. All recording fees related to the recording of the Property Replat in the records of the San Miguel County Clerk and Recorder shall be paid by the Developer.

3.17. The Developer will work with Town Staff and San Miguel County’s Emergency Management Coordinator to create a street address for the Property consistent with applicable regulations.

3.18. The Developer shall be responsible for any additional street improvements that may be determined necessary by the Town following the Town’s review of final construction drawings for the project described in the Subdivision Application, and Town Staff shall have authority to enter into an amendment to the Development Agreement to provide for any such additional street improvements and security therefor.

3.19. The affordable housing deed restriction shall be finalized prior to recordation of the Property Replat.

3.20. All representations of the Developer, whether within the Subdivision Application materials or made at the DRB or Town Council meetings, are conditions of this Subdivision Approval.

SECTION 4. EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and adoption.

SECTION 5. RECORDATION. This Resolution approving the Subdivision Approval shall be recorded concurrently with the recordation of the Property Replat and Development Agreement.

ADOPTED AND APPROVED by the Town of Mountain Village Town Council at a regular public meeting held on April 20, 2023.

TOWN OF MOUNTAIN VILLAGE, COLORADO

By: _____
Laila Benitez, Mayor

ATTEST:

Susan Johnston, Town Clerk

APPROVED AS TO FORM:

David McConaughy, Town Attorney

Exhibit A

[PROPERTY REPLAT]

Exhibit B

[LIST OF SUBDIVISION APPLICATION MATERIALS]

Exhibit C

[DEVELOPMENT AGREEMENT]

LOT 126R-1, LOT 126R-2, LOT 126R-3, LOT 126R-4, LOT 126R-5, LOT 126R-6, LOT 126R-7, LOT 126R-8, LOT 126R-9, AND ACCESS TRACT 126R A REPLAT AND REZONE OF LOTS 126R AND TRACT OSP-118 AND TRACT OSP-126, TOWN OF MOUNTAIN VILLAGE LOCATED WITHIN THE N 1/2 OF SECTION 3, T. 42 N., R. 9 W., AND THE S 1/2 OF SECTION 34, T. 43 N., R. 9 W., N.M.P.M. IN THE COUNTY OF SAN MIGUEL, LYING WITHIN THE INCORPORATED TOWN OF MOUNTAIN VILLAGE, COLORADO

CERTIFICATE OF OWNERSHIP

THAT BASE TELLURIDE LLC, A COLORADO LIMITED LIABILITY COMPANY ("BASE TELLURIDE"), is the owner in fee simple of the following real property:

LOT 126R, TRACT OSP-118 AND TRACT OSP-126, TELLURIDE MOUNTAIN VILLAGE, AS SHOWN ON A REPLAT OF LOTS 118, 126, 130, 152A, 152B, 152C, AND TRACT OS-1, TOWN OF MOUNTAIN VILLAGE, RECORDED OCTOBER 12, 2007 IN PLAT BOOK 1 AT PAGE 3869, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

BASE TELLURIDE DOES HEREBY, EXECUTE, DELIVER, AND ENTER INTO this Replat under the name and style of "MAJOR SUBDIVISION AND REZONE FOR LOTS 126R AND TRACTS OSP-118 AND OSP-126, TOWN OF MOUNTAIN VILLAGE, COUNTY OF SAN MIGUEL, STATE OF COLORADO" (the "Replat"); AND

THEREBY, CREATE the following new parcels "Reconfigured Parcels":

Lot 126R-1, Lot 126R-2, Lot 126R-3, Lot 126R-4, Lot 126R-5, Lot 126R-6, Lot 126R-7, Lot 126R-8, Lot 126R-9, and Access Tract 126R

THEREWITH, DO HEREBY ACKNOWLEDGE, VACATE, AND ESTABLISH NEW BOUNDARY LINES WITH RESPECT TO THE RECONFIGURED PARCELS all as set forth on this Replat and further as follows:

BASE TELLURIDE hereby vacates the former property boundary lines of Lot 126R, Tract OSP-118, Tract OSP-126 and establishes the boundaries of the Reconfigured Parcels as set forth, depicted and described on this Replat.

BASE TELLURIDE HEREBY CONFIRMS that, by virtue of and through this Replat, fee simple title ownership is hereby established in and to the Reconfigured Parcels in and to BASE TELLURIDE LLC, A COLORADO LIMITED LIABILITY COMPANY

IN WITNESS WHEREOF, Owner executes this Replat as of _____, 200__ ("Effective Date") for the purposes stated herein.

BASE TELLURIDE LLC, A COLORADO LIMITED LIABILITY COMPANY

by: _____ printed name: _____ Title: _____

ACKNOWLEDGMENT

State of _____) County of _____) ss

The foregoing signature was acknowledged before me this _____ day of _____, 20__ A.D. by _____ as _____ BASE TELLURIDE LLC, A COLORADO LIMITED LIABILITY COMPANY

Witness my hand and seal. My commission expires _____

Notary Public

SURVEYOR'S CERTIFICATE

I, David R. Bulson of Bulson Surveying, a Professional Land Surveyor licensed under the laws of the State of Colorado, do hereby certify that this REPLAT AND REZONE OF LOTS 126R AND TRACT OSP-118 AND TRACT OSP-126, TOWN OF MOUNTAIN VILLAGE shown hereon has been prepared under my direct responsibility and checking and accurately represents a survey conducted under my direct supervision. This survey complies with applicable provisions of Title 38, Article 51, C.R.S. to the best of my knowledge and belief.

IN WITNESS HEREOF, I here unto affix my hand and official seal this _____ day of _____, A.D. 200__.

P.L.S. No. 37662 Date

NOTES

- 1. Approval of this Replat may create a vested property right pursuant to Article 68 of Title 24, C.R.S., as amended.
2. Easement research from Land Title Guarantee Company Policy number OX86011690.6059336 dated September 21, 2021 at 10:09 AM, which was confirmed as current as of December 29, 2022, 8:00 AM according to Land Title Guarantee Company Letter from Robin Watkinson, dated December 29, 2022.

3. BASIS OF BEARINGS. The bearing of the northern line of Lot 126 was assumed to be S 88°36'10" E according to the Plat of Lot 126, Telluride Mountain Village Filing 1, recorded March 8, 1999 in Plat Book 1 at page 2504. The ends of said line being monumented by a #5 rebar topped with a 1 1/2" aluminum cap, LS 20632

4. Notice is hereby given that the area included in the Replat described herein is subject to the regulations of the Community Development Code, of the Town of Mountain Village, December 2003 as amended.

5. NOTES OF CLARIFICATION

a. The Configuration of the following lots, tracts, and right-of-way have been modified by this Replat: None

b. The following lots have been created by this Replat: Lot 126R-1, Lot 126R-2, Lot 126R-3, Lot 126R-4, Lot 126R-5, Lot 126R-6, Lot 126R-7, Lot 126R-8, Lot 126R-9, and Access Tract 126R

c. The following lots have been deleted by this Replat: Lot 126R, Tract OSP-118, Tract OSP-126

6. Town of Mountain Village Resolution No. _____ recorded at Reception No. _____ approving Major Subdivision for Lot 126R, OSP-126 and OSP-118. Town of Mountain Village Ordinance No. _____ recorded at approving Rezoning and Density Transfer for Lots 126R, 152R, OSP-126 and OSP-118

7. NOTICE: According to Colorado law you must commence any legal action based upon 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.

8. Wetlands as shown hereon were delineated by Chris Hazen, Terra Firm and field surveyed by Bulson Surveying in August, 2021. Identified wetlands are subject to the site planning provision of the Town of Mountain Village Community Development Code, as now in effect or as may be amended from time to time.

9. The trail depicted on Sheet 3 appears to be used by the owner(s) of Lot 143A as a means of pedestrian access to Country Club Drive. This trail was first observed during survey fieldwork performed in 2007. This trail is hereby decommissioned and will be dismantled in connection with the subdivision improvements for this subdivision. All access from Country Club Drive to Lot 143A shall be in accordance with the Public Trail Easement Agreement recorded at Reception No. _____, as may be amended.

10. The dirt path depicted on Sheet 3 appears to provide a means of connecting Country Club Drive to the trail located north of the Lot 126R boundary ("Upper Trail"). This dirt path is hereby decommissioned and will be dismantled in connection with the subdivision improvements for this subdivision. All access from Country Club Drive to the Upper Trail shall be in accordance with the Public Trail Easement Agreement recorded at Reception No. _____, as may be amended.

11. The location of the "Public Trail Easement" as depicted on Sheet 2 and described in the Public Trail Easement Agreement recorded at Reception No. _____, is intended to be relocated in accordance with the terms and conditions of the Public Trail Easement Agreement.

12. The portions of Boomerang and Jurassic Trails located on Lot 126R, as depicted on Sheet 3, are hereby consolidated and restricted to the locations set forth in the Public Trail Easement Agreement recorded at Reception No. _____, as may be amended, and as are depicted and labeled on Sheet 2 as the "Public Trail Easement".

13. The approval of this Replat vacates all prior plats, including plat notes, and all parcel and Lot boundary lines for the real property described in the Legal Description as shown hereon in the Certificate of Ownership, including without limitation Note 10 set forth on the plat recorded at October 12, 2007 in Plat Book 1 at page 3869.

14. The areas depicted as Passive or Active Open Space Zoning are restricted from further development in accordance with the terms contained Town of Mountain Village Community Development Code in affect as of the date of recordation of this Replat.

15. 8' GENERAL EASEMENT (CREATED): A perpetual easement, as depicted hereon, inuring to the benefit of the Town of Mountain Village its successors, designees and assigns, is hereby established and reserved on, over and under the portions of Lots 126R-1, 126R-2, 126R-3, 126R-4, 126R-5, 126R-6, 126R-7, 126R-8 and 126R-9 designated on this Replat as "8' GENERAL EASEMENT (SEE NOTE 15)" for the purpose of constructing, installing, maintaining, repairing and accessing utilities, drainage, electrical service, communication service, water, sanitary sewer and storm sewer and above ground utility equipment, pedestals, transformers and facilities.

NOTES (CONTINUED)

16. 16' GENERAL EASEMENT (EXISTING) The areas noted hereon as "16' GENERAL EASEMENT (EXISTING - SEE NOTE 16)" are shown according to the plat of LOT 126R, TRACT OSP-118 AND TRACT OSP-126, TELLURIDE MOUNTAIN VILLAGE, AS SHOWN ON A REPLAT OF LOTS 118, 126, 130, 152A, 152B, 152C, AND TRACT OS-1, TOWN OF MOUNTAIN VILLAGE, RECORDED OCTOBER 12, 2007 IN PLAT BOOK 1 AT PAGE 3869, COUNTY OF SAN MIGUEL, STATE OF COLORADO ("2007 Plat") The grant of easement language used on the 2007 Plat is as follows:

....."grants to TSG Ski & Golf, LLC, a Delaware limited liability company; Telluride Mountain Village Resort Company, a Colorado non-profit corporation, doing business as Mountain Village Owners Association, Inc. ("MVOA"); and the Town of Mountain Village, Colorado (the "Town"), their respective successors and assigns, a perpetual easement, 16 feet in width over, across and under all areas designated as 16' General Easement on this Replat for any and all uses, improvements and activities deemed necessary by TSG Ski & Golf, LLC, MVOA, and the Town, for the safe and efficient operation of the Telluride Ski Area, the Telluride Golf Course, and the Town, which include but are not limited to the following: utilities, drainage, electrical service, communication service, ski slope maintenance, bicycle access, skier access, roadway access, equestrian access, pedestrian access, golf cart access, snow making, waterways, slope maintenance, snow storage, retaining walls, snowmobile access, snow removal, snowcat access, water, sanitary sewer and storm sewer."

17. GENERAL EASEMENT (CREATED): A perpetual easement, as depicted hereon, inuring to the benefit of the Town of Mountain Village its successors, designees and assigns, and the owners association formed to manage and operate any common interest community formed under the Colorado Common Interest Ownership Act for Lot 126R-1, Lot 126R-2, Lot 126R-3, Lot 126R-4, Lot 126R-5, Lot 126R-6, Lot 126R-7, Lot 126R-8, Lot 126R-9, and Access Tract 126R ("Lot 126R Property") is hereby established and reserved on, over and under the portions of Lots 126R-1, 126R-2, 126R-3, 126R-4, 126R-5, 126R-6, 126R-7, 126R-8 and 126R-9 designated on this Replat as "GENERAL EASEMENT (SEE NOTE 17)" for the purpose of constructing, installing, maintaining, repairing and accessing utilities, drainage, electrical service, communication service, water, sanitary sewer and storm sewer, retaining structures, and above ground utility equipment, pedestals, transformers and facilities, including without limitation grading, recontouring, revegetating and landscaping.

SECURITY INTEREST HOLDER'S CONSENT

The undersigned Bank of Colorado, as a beneficiary of a deed of trust which constitutes a lien upon the declarant's property, recorded at Reception No. 472606, in the San Miguel County Clerk and Recorder's real property records, hereby consents to the subdivision of the real property as depicted on this Replat and to the dedication of land as streets, alleys, roads and other public areas, as designated on this Replat, and hereby releases said dedicated lands from the lien created by said instrument.

Name: _____ Date: _____ Address: _____ Signature: _____ Title: _____

ACKNOWLEDGMENT

State of _____) County of _____) ss

The foregoing signature was acknowledged before me this _____ day of _____, 20__ A.D. by _____ of _____

Witness my hand and seal. My commission expires _____

Notary Public

LAND USE CHART table with columns: Lot, ACRES, Zoning, Zoning Designation, DENSITY UNITS, PERSONS OF DENSITY PER UNIT, TOTAL PERSONS OF DENSITY, AREA OF OPEN SPACE ZONING

PLANNING APPROVAL:

I, _____, as the Planning and Development Services Director of Mountain Village, Colorado, do hereby certify that this Replat has been approved by the Town in accordance with the Community Development Code.

Date: _____ Planning and Development Services Director

TITLE INSURANCE COMPANY CERTIFICATE

Land Title Guarantee Company does hereby certify that we have examined the title to the lands herein shown on this Replat and that the title to this land is in the name of BASE TELLURIDE LLC, A COLORADO LIMITED LIABILITY COMPANY is free and clear of all taxes and special assessments except as follows:

Title Insurance Company Representative

TOWN OF MOUNTAIN VILLAGE APPROVAL

I, _____, as Mayor, of the Town of Mountain Village, Colorado, do hereby certify that this Replat has been approved by the Town of Mountain Village Town Council in accordance with Ordinance No. _____, the Development Agreement recorded at Reception No. _____ and Town of Mountain Village Resolution No. _____ recorded at Reception No. _____ which authorized my execution of this Replat.

_____, Mayor, Date

ACKNOWLEDGMENT

State of _____) County of _____) ss

The foregoing signature was acknowledged before me this _____ day of _____, 20__ A.D. by _____ as Mayor of the Town of Mountain Village.

Witness my hand and seal. My commission expires _____

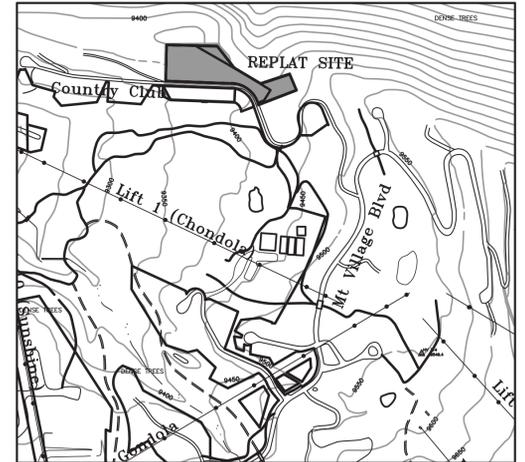
Notary Public

TREASURER'S CERTIFICATE

I, the undersigned, Treasurer of the County of San Miguel, do hereby certify that according to the records of the San Miguel County Treasurer there are no liens against the subdivision or any part thereof for unpaid state, county, municipal or local taxes or special assessments due and payable, in accordance with Land Use Code Section 3-101.

Dated this _____ day of _____, 20__.

San Miguel County Treasurer



RECORDER'S CERTIFICATE

This Replat was filed for record in the office of the San Miguel County Clerk and Recorder on this _____ day of _____, 20__, at Reception No. _____, Time _____.

San Miguel County Clerk and Recorder

Project information box containing: BASE TELLURIDE, LLC; Replat/Rezone Lot 126R/OSP-126/OSP-118 Town of Mountain Village; March 29, 2023; PROJECT NUMBER 21063 SHEET 1 OF 3; BULSON SURVEYING logo.

LOT 126R-1, LOT 126R-2, LOT 126R-3, LOT 126R-4, LOT 126R-5, LOT 126R-6, LOT 126R-7, LOT 126R-8, LOT 126R-9, AND ACCESS TRACT 126R
 A REPLAT AND REZONE OF LOTS 126R AND TRACT OSP-118 AND TRACT OSP-126, TOWN OF MOUNTAIN VILLAGE LOCATED WITHIN THE N 1/2 OF SECTION 3, T. 42 N., R. 9 W., AND THE S 1/2 OF SECTION 34, T. 43 N., R. 9 W., N.M.P.M. IN THE COUNTY OF SAN MIGUEL, LYING WITHIN THE INCORPORATED TOWN OF MOUNTAIN VILLAGE, COLORADO

TRACT OS-FF5
 (TSG SKI AND GOLF, LLC)

TRACT OS-3Z
 (TSG SKI AND GOLF, LLC)

COUNTRY CLUB DRIVE
 (35.00' R.O.W.) (PLAT BOOK 1, PAGE 476)

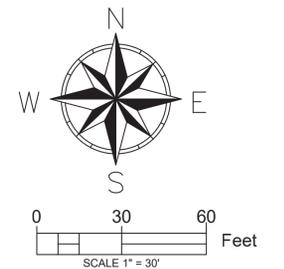
LOT 152R
 (BASE TELLURIDE, LLC)

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA ANG.	CHORD	CHORD BEARING
C8	203.40'	270.46'	43°05'19"	198.64'	S 82°02'29" E
C1	3.02'	300.46'	0°34'31"	3.02'	S 76°42'07" W
C2	169.85'	302.30'	32°11'29"	167.62'	S 76°57'05" E
C4	228.70'	121.74'	107°38'03"	196.52'	N 49°46'07" W
C5	168.09'	91.74'	104°58'57"	145.55'	N 51°05'40" W

HATCHING LEGEND

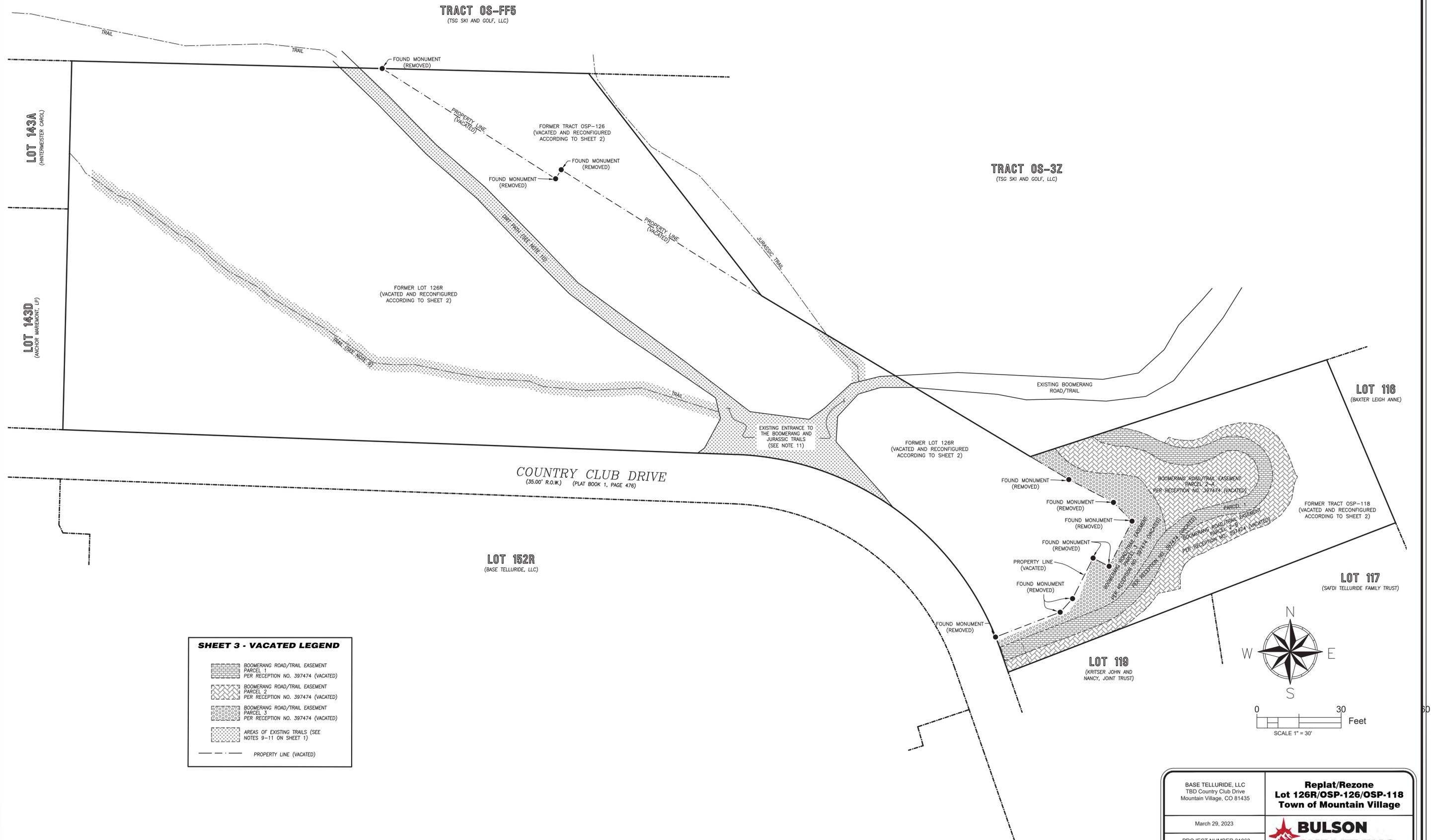
	PUBLIC TRAIL EASEMENT (SEE NOTE 11)
	AREA OF OPEN SPACE ZONING CONTAINED WITHIN PRIVATE LOTS (SEE NOTE 13, PAGE 1)
	EXISTING 16' GENERAL EASEMENT (SEE NOTE 16)
	8' GENERAL EASEMENT (SEE NOTE 15)
	GENERAL EASEMENT (SEE NOTE 17)

- MONUMENT LEGEND**
- FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 37662
 - FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 24954
 - ▲ FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 20632
 - FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. ILLEGIBLE
 - FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 37662



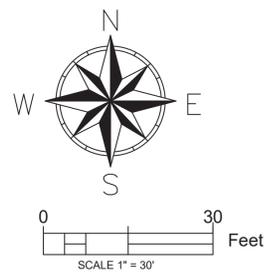
BASE TELLURIDE, LLC TBD Country Club Drive Mountain Village, CO 81435	Replat/Rezone Lot 126R/OSP-126/OSP-118 Town of Mountain Village
March 29, 2023	
PROJECT NUMBER 21063 SHEET 2 OF 3	BULSON SURVEYING

LOT 126R-1, LOT 126R-2, LOT 126R-3, LOT 126R-4, LOT 126R-5, LOT 126R-6, LOT 126R-7, LOT 126R-8, LOT 126R-9, AND ACCESS TRACT 126R
A REPLAT AND REZONE OF LOTS 126R AND TRACT OSP-118 AND TRACT OSP-126, TOWN OF MOUNTAIN VILLAGE LOCATED WITHIN THE N 1/2 OF SECTION 3, T. 42 N, R. 9 W, AND THE
S 1/2 OF SECTION 34, T. 43 N, R. 9 W, N.M.P.M. IN THE COUNTY OF SAN MIGUEL, LYING WITHIN THE INCORPORATED TOWN OF MOUNTAIN VILLAGE, COLORADO



SHEET 3 - VACATED LEGEND

	BOOMERANG ROAD/TRAIL EASEMENT PARCEL 1 PER RECEPTION NO. 397474 (VACATED)
	BOOMERANG ROAD/TRAIL EASEMENT PARCEL 2 PER RECEPTION NO. 397474 (VACATED)
	BOOMERANG ROAD/TRAIL EASEMENT PARCEL 3 PER RECEPTION NO. 397474 (VACATED)
	AREAS OF EXISTING TRAILS (SEE NOTES 9-11 ON SHEET 1)
	PROPERTY LINE (VACATED)



BASE TELLURIDE, LLC TBD Country Club Drive Mountain Village, CO 81435	Replat/Rezone Lot 126R/OSP-126/OSP-118 Town of Mountain Village
March 29, 2023	BULSON SURVEYING
PROJECT NUMBER 21063 SHEET 3 OF 3	

EXHIBIT C

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is made and entered into by and between the Town of Mountain Village, a Colorado home rule municipality (“**Town**”), and Base Telluride, LLC, a Colorado limited liability company (“**Owner**”), to be effective as of the ____ day of _____, 2023 (“**Effective Date**”). The Town and the Owner are sometimes also referenced hereinafter individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, the Owner is the owner of the real property more particularly described as follows:

LOT 126R, TELLURIDE MOUNTAIN VILLAGE, AS SHOWN ON A REPLAT OF LOTS 118, 126, 130, 152A, 152B, 152C, AND TRACT OS-1, TOWN OF MOUNTAIN VILLAGE, RECORDED OCTOBER 12, 2007 IN PLAT BOOK 1 AT PAGE [3869](#), COUNTY OF SAN MIGUEL, STATE OF COLORADO (“**Lot 126R**”);

Lot 152R, TELLURIDE MOUNTAIN VILLAGE, AS SHOWN ON A REPLAT OF LOTS 118, 126, 130, 152A, 152B, 152C, AND TRACT OS-1, TOWN OF MOUNTAIN VILLAGE, RECORDED OCTOBER 12, 2007 IN PLAT BOOK 1 AT PAGE [3869](#), COUNTY OF SAN MIGUEL, STATE OF COLORADO (“**Lot 152R**”);

TRACT OSP-118, TELLURIDE MOUNTAIN VILLAGE, AS SHOWN ON A REPLAT OF LOTS 118, 126, 130, 152A, 152B, 152C, AND TRACT OS-1, TOWN OF MOUNTAIN VILLAGE, RECORDED OCTOBER 12, 2007 IN PLAT BOOK 1 AT PAGE [3869](#), COUNTY OF SAN MIGUEL, STATE OF COLORADO (“**OSP-118**”); and

TRACT OSP-126. TELLURIDE MOUNTAIN VILLAGE, AS SHOWN ON A REPLAT OF LOTS 118, 126, 130, 152A, 152B, 152C, AND TRACT OS-1, TOWN OF MOUNTAIN VILLAGE, RECORDED OCTOBER 12, 2007 IN PLAT BOOK 1 AT PAGE [3869](#), COUNTY OF SAN MIGUEL, STATE OF COLORADO (“**OSP-126**”); Lot 126R, Lot 152R, OSP-118 and OSP-116 may be referred to herein collectively as the “**Property**;”

WHEREAS, the Owner submitted: (i) a Major Subdivision Application to subdivide Lot 126R, OSP-118 and OSP-126 from one (1) Multi-Family Lot and two (2) Open Space Tracts into nine (9) Single Family Lots and one (1) private roadway access tract (“**Subdivision Application**”); and (ii) a Density Transfer and Rezone Application to rezone Lot 126R, OSP-118 and OSP-126 from Multi-Family and Open Space to Single Family and Right of Way Active Open Space with an overlay of Passive Open Space and Resource Conservation Active Open Space; rezone certain density on Lot 126R from Condominium to Single Family; transfer one (1) Employee Apartment Unit of density to Lot 152R and rezone it to one (1) Employee Condominium Unit; and transfer the excess density on Lot 126R and Lot 152R to the Town of Mountain Village Density Bank (“**Rezoning Application**”); and

WHEREAS, the Town of Mountain Village Town Council (“**Town Council**”) has approved the Rezoning Application subject to conditions set forth in Ordinance No. 2023-__ (“**Rezoning Approval**”); and

WHEREAS, the Town Council has approved the Subdivision Application and associated replat (“**Replat**”) subject to conditions set forth in Resolution No. 2023-__ (“**Subdivision Approval**,” and together with the Rezoning Approval, the “**Approvals**”); and

WHEREAS, the Approvals are contingent upon the express condition that all obligations and duties created by this Agreement are faithfully performed by the Owner.

NOW THEREFORE, for good and valuable consideration of the mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **RECITALS**. The foregoing Recitals are incorporated herein by reference as essential terms of this Agreement.

2. **PURPOSE**. The purpose of this Agreement is to set forth the terms and conditions to be met by the Owner in connection with developing the Property in accordance with the Approvals. All terms and conditions contained herein are in addition to all terms and conditions of the Approvals, the Mountain Village Municipal Code (“**Code**”), and applicable State and Federal statutes. This Agreement supersedes, replaces and terminates those certain Town of Mountain Village approvals set forth in **Exhibit A** (“**2007 PUD Approvals**”).

3. **REPRESENTATIONS**. The Owner shall comply with all representations made by the Owner or its agents or representatives at the public meetings and hearings before the Town of Mountain Village Design Review Board and Town Council regarding the Applications.

4. **PUBLIC IMPROVEMENTS**. The “**Public Improvements**” required by the Approvals and this Agreement are listed in **Exhibit B**, attached hereto and incorporated by reference herein. The Owner shall update **Exhibit B** with the estimated costs for construction of such improvements, as approved by the Town Engineer, prior to recordation of the Replat. All Public Improvements shall be constructed at the expense of the Owner and in conformance with the Town’s Building Regulations then in effect, the plans and specifications submitted by the Owner and approved in writing by the Town Engineer¹ consistent with the Approvals (hereinafter collectively referred to as “**Public Improvements Plans and Specifications**”). The Owner shall install the Public Improvements in compliance with the Public Improvements Plans and Specifications, the Approvals, the Code, all other applicable laws and regulations, and the terms of this Agreement.

A. CONSTRUCTION OBSERVATION AND INSPECTION.

- a. ***Development Permit***. The Owner shall submit an application to the Town for a development permit for the Public Improvements. Any associated permit fees shall be based on improvement valuations provided at the time of application.
- b. ***Pre-Construction Meeting***. The Owner and Town shall hold a pre-construction meeting with the Town Engineer and the Owner’s engineer and contractor(s) for the purpose of discussing all construction issues related to the Public Improvements no later than eighteen (18) months following the Effective Date of this Agreement.
- c. ***Construction Inspection by the Owner***. The Owner shall be responsible for ensuring that its certified professional engineer provides construction inspection services as

¹ Any reference in this Agreement to the “Town Engineer” may also refer to such other member of Town Staff or outside consultant designated by the Town Manager to perform such function.

necessary to allow Owner's engineer to provide, when Public Improvements are submitted to the Town for acceptance, a stamped certification that the Public Improvements have been constructed in accordance with the Plans and Specifications approved by the Town.

- d. ***Construction Observation by the Town.*** The Town shall have the right to make engineering inspections at reasonable intervals, at the Owner's expense, during construction of the Public Improvements in accordance with the Town's usual policies and procedures. Observation, acquiescence in, or approval by any engineering inspector of the construction of any physical facilities, at any particular time, shall not constitute Town acceptance of any Public Improvements. Town approvals shall be made only after completion of construction of the Public Improvements and in the manner hereinafter set forth. To assist the Town in monitoring the installation of the Public Improvements, a representative designated by the Owner in writing shall inspect the Public Improvements on at least a monthly basis and shall provide the Town Engineer with field and inspection notes relating to the installation of the Public Improvements. The Owner's designated representative shall regularly apprise the Town Engineer of the status of the work on the Public Improvements. Further, the Owner, at its own expense, shall have an approved geotechnical engineer monitor the methods of construction and backfill to ensure such work is being completed in conformance with the approved Plans and Specifications, and accepted standards for such work. The geotechnical engineer shall conduct inspections and testing as reasonably directed by the Town Engineer. The Town agrees to respond to requests for interim inspections in a timely manner and to respond not later than ten (10) business days after a request for a final inspection. Nothing in this paragraph shall be construed to constitute an acceptance by the Town of the Public Improvements, which approval and acceptance shall only occur pursuant to Section 4(C) below.

B. COMPLETION OF PUBLIC IMPROVEMENTS. The Public Improvements shall be completed by Owner and accepted by the Town in accordance with the deadlines set forth in **Exhibit B**. Staff shall have authority to extend these deadlines due to weather or other events for a time period not to exceed an additional nine (9) months.

C. APPROVAL AND ACCEPTANCE OF PUBLIC IMPROVEMENTS.

- a. ***Request for Final Inspection.*** Upon completion of all of the Public Improvements, the Owner shall notify the Town Manager in writing and request inspection of the Public Improvements by the Town. The Town Engineer shall inspect all such Public Improvements within thirty (30) days after the date of Owner's request and notify the Owner in writing and with specificity of their conformity or lack thereof to the Public Improvements Plans and Specifications. If any such Public Improvements are not acceptable, the Town Engineer shall also outline corrective measures. The Owner, at its expense, shall make all corrections necessary to bring the Public Improvements into conformity with the Public Improvements Plans and Specifications and, upon completion thereof, shall request a re-inspection of the Public Improvements. The Town Engineer shall not be required to make inspections during any period when climatic conditions make thorough inspections impractical.
- b. ***Engineering Acceptance.*** The Owner, at its expense, shall have "as-built" drawings of the Public Improvements prepared by a professional engineer and a registered land surveyor, which drawings shall include all legal descriptions the Town may require.

The Owner shall also prepare a summary of the actual construction costs of all Public Improvements to be dedicated to the Town. The as-built drawings and costs summary shall be forwarded to the Town Manager for review and approval. Once the as-built drawings and costs summary are approved, and any and all corrections are completed, the Town Engineer shall promptly notify the Parties in writing that all Public Improvements are in conformity with the Public Improvements Plans and Specifications, and the date of such notification shall be known as the “**Engineering Acceptance Date.**” The Town shall be under no obligation to provide water and/or sewer service to the Property until any water/sewer improvements required under the Approvals are brought into conformance with the Public Improvements Plans and Specifications as determined by the Town Engineer.

c. ***Final Acceptance and Conveyance.*** Within thirty (30) days of the Engineering Acceptance Date, the Owner shall execute and deliver a bill of sale conveying the applicable portions of the Public Improvements to the Town, free and clear of all liens and encumbrances, and execute and deliver any easements required for any of the Public Improvements. As a condition precedent to the Town’s acceptance of the Public Improvements, the Owner shall provide the Town with a policy of title insurance for at least \$25,000.00 to insure any easements or property dedicated to the Town. The effective date of the bill of sale shall be known as the “**Final Acceptance Date.**”

D. **WARRANTY.** The Owner shall warrant any and all Public Improvements conveyed to the Town pursuant to this Agreement for a period of two (2) years from the Final Acceptance Date. Specifically, but not by way of limitation, the Owner shall warrant:

- a. Any and all improvements conveyed shall be free from any security interest or other lien or encumbrance;
- b. Any and all improvements conveyed shall be free of any defects in materials or workmanship for a period of two (2) years as stated above; and
- c. The title conveyed shall be good and its transfer rightful.

E. **DAMAGE TO EXISTING FACILITIES.** The Owner, at its expense, agrees to repair any existing improvements or facilities in the Town damaged during construction of the Public Improvements.

5. **PERFORMANCE GUARANTEE.** In accordance with Section 17.4.13(L) of the Code, the total amount of required security for the Public Improvements shall be one hundred twenty-five percent (125%) of the cost estimates set forth in **Exhibit B** (the “**Performance Guarantee**”).

A. **FORM OF SECURITY.** To secure the construction and installation of the Public Improvements for which the Owner is responsible, the Owner shall, prior to recording of the Replat, provide the Town with a letter of credit or other security, in a form subject to approval by the Town Manager, which approval shall not be unreasonably withheld. Said letter of credit or other form of security shall be valid for at least two (2) months longer than the deadline for completion of all Public Improvements. If the time of completion of the Public Improvements is extended, the letter of credit or other form of security shall be similarly extended. Alternative forms of security may be substituted for all or a portion of the existing security (e.g., replacing a letter of credit with a cash escrow deposit) if approved by the Town Manager.

- B. OWNER RESPONSIBLE FOR ACTUAL COSTS.** The Parties agree that the Performance Guarantee does not necessarily reflect the Town Engineer's estimate of what the actual costs to the Town would be if the Town were required to fund construction of the Public Improvements. In the event that the actual costs of the Public Improvements exceed the amount of the Performance Guarantee, the Owner shall be responsible for the actual costs. The purpose of **Exhibit B** is solely to determine the amount of security and shall be revised as necessary to reflect the actual costs, and the Performance Guarantee required by this Agreement shall be adjusted accordingly. No representations are made as to the accuracy of these estimates, and the Owner agrees to pay the actual costs of all Public Improvements.
- C. DEFAULT.** The Parties expressly agree that the Owner's preparation and submission to the Town of as-built drawings and a summary of actual construction costs for the Public Improvements to be dedicated to the Town are essential requirements of this Agreement. In the event that the Owner fails to provide the as-built drawings and costs summary to the Town fifteen (15) business days prior to the expiration of the Performance Guarantee or any extension thereof, such failure shall constitute a default of this Agreement with regard to the completion of the Public Improvements, damages for which are impossible to ascertain, entitling the Town to liquidated damages in the amount of \$25,000.00.
- D. USE OF PERFORMANCE GUARANTEE.** If the Owner fails to complete the Public Improvements, which completion shall include approval and acceptance by the Town, by the time required by this Agreement, this shall constitute a default of this Agreement by the Owner, upon which the Town may withdraw or acquire funds upon demand to partially or fully complete and/or pay for any of the Public Improvements in accordance with this Section.
- E. RELEASE OF PERFORMANCE GUARANTEE.** Upon acceptance of all Public Improvements by the Town, but no earlier than the Final Acceptance Date, the Town shall release the Performance Guarantee and shall assume normal maintenance responsibilities for the Public Improvements except for the Public Sidewalk, as provided in Exhibit B. A portion of the Performance Guarantee may be released as specific improvements are completed; provided, however, that no such partial or final release shall be granted until the Public Improvements guaranteed have been inspected and accepted by the Town, as evidenced by a written correspondence confirming completion.
- F. REDUCTION IN SECURITY NOT APPROVAL OF PUBLIC IMPROVEMENTS.** Neither approval of any reduction to the approved form of security nor any other reduction in security shall be construed as the approval or acceptance of any of the Public Improvements, which approval and acceptance shall only occur pursuant to Section 4(C) above.

6. EASEMENTS.

- A. TERMINATION AND VACATION OF EASEMENTS.** As a condition of recordation of the Replat by the Town, the Owner shall execute and deliver to the Town a Termination and Vacation of Easement Agreement for execution by the Town for the each of the following easements:

Easement	Reception No.	Modifications
Declaration of Boomerang Trail/Road Easement	397474	Termination and Vacation; Replaced with Public Trail Easement Agreement
Public Road Easement	397473	Termination and Vacation

B. NEW EASEMENTS. The following easements shall be dedicated to the Town:

- a. Public Trail Easement Agreement in substantially the same form and content as set forth in **Exhibit C.**

7. **AFFORDABLE HOUSING DEED RESTRICTION.** Pursuant to the Rezoning Application, one (1) Employee Condominium Unit (“**Affordable Housing Unit**”) has been assigned to Lot 152R. As a condition of the recordation of the Replat by the Town, the Owner shall execute and deliver to the Town a deed restriction in substantially the same form as set forth in **Exhibit D,** attached hereto and incorporated by reference herein (“**Affordable Housing Deed Restriction**”), which shall be recorded in the public records as an encumbrance on Lot 152R. In the event of a conflict between **Exhibit D** and the recorded Affordable Housing Deed Restriction, the recorded version shall control. The Owner shall construct the Affordable Housing Unit in accordance with Chapter 16.02 of the Code and Section 17.3.9.3.a. of the CDC.

8. **LOT 126R ONSITE IMPROVEMENTS.** Pursuant to Section 17.3.4(H) of the Code, the Owner, at its expense, shall construct the onsite improvements set forth below in Section 8(A) (“**Lot 126R Onsite Improvements**”). All Lot 126R Onsite Improvements shall be constructed at the expense of the Owner and in conformance with the Town’s Building Regulations then in effect, the plans and specifications submitted by the Owner and approved in writing by the Town Engineer and Director of Public Works consistent with the Approvals (hereinafter collectively referred to as “**Lot 126R Onsite Improvements Plans and Specifications**”). The Owner shall construct the Lot 126R Onsite Improvements in compliance with the Lot 126R Onsite Improvements Plans and Specifications, the Approvals, the Code, all other applicable laws and regulations, and the terms of this Agreement. The Owner shall complete the construction of the Lot 126R Onsite Improvements by no later than twenty-four (24) months following the date of this Agreement.

A. LOT 126R ONSITE IMPROVEMENTS

- a. ***Access Tract 126R.*** In accordance with the Owner’s Approvals, the Owner shall designate on the Replat a privately maintained road (“**Access Tract 126R**”) to provide public access from Country Club Drive to seven (7) of the single-family lots. Access Tract 126R will be owned and maintained by the Lot 126R Owners Association. In the event that the Lot 126R Owners Association fails to perform adequate maintenance or repairs as determined by the Town, the Town shall have the right, but not the obligation, to perform such maintenance or repairs deemed necessary by the Town and shall bill the Lot 126R Owners Association for all such costs. If the Lot 126R Owners Association fails to reimburse the Town, the Town shall have the right to lien all or a portion of the real property within the Lot 126R Community. This provision shall be incorporated into the governing documents of the Lot 126R Community and may not be amended without the Town’s written consent.
- b. ***Utilities.*** Owner shall extend the utilities within County Club Drive to access Lot 152R and Lots 126R 1 through 9, as well as extend such utilities in and from Access Tract 126R to each individual single-family lot served by Access Tract 126R. The Owner

shall construct the water line within Access Tract 126R in accordance with the Town's specification for a main water line rather than a service water line. Such line shall not be considered a "main" line for the purposes of Chapter 13.03 of the Code. The Owner and/or the Lot 126R Owners Association shall be responsible for the maintenance, repair and replacement of the water line installed within Access Tract 126R.

B. CONSTRUCTION AND INSPECTION OF LOT 126R ONSITE IMPROVEMENTS.

- a. ***Development Permit.*** The Owner shall submit an application to the Town for a development permit for the Lot 126R Onsite Improvements. Any associated permit fees shall be based on improvement valuations provided at the time of application.
- b. ***Inspection by the Town.*** Upon notice of completion of the Lot 126R Onsite Improvements, the Town shall inspect the water and sewer connections and broadband connections, and shall issue a Notice of Completion. The Owner shall obtain inspections from private utility providers for the completed electric and gas connections.

C. MAINTENANCE AND REPAIR. The maintenance and repair of the Lot 126R Onsite Improvements shall be the responsibility of Lot 126R Owners Association. The maintenance and repair responsibilities and obligations shall be incorporated in the common interest community governing documents for the Lot 126R Community, which governing documents shall be subject to review and approval by the Town Attorney and Community Development staff pursuant to a Class 1 Staff Subdivision Application to ensure the governing documents include the provision required under the Approvals and this Agreement. The approval by the Town and recordation of the Lot 126R governing documents shall be a condition precedent to the Town's approval of the completion of the construction of the Lot 126R Onsite Improvements.

10. HOUSING MITIGATION. In accordance with the Approvals, the housing mitigation requirement for each of Lots 126R- 1 through 9 and Lot 152R shall be set at 100% in accordance with Section 17.3.9 of the CDC, regardless of the date of the applicable land use application submitted to the Town for each lot and use after the Effective Date of this Agreement.

- A. The Owner shall submit completed Mitigation Worksheets found in Section 17.9.7, Appendix 17-3 of the Code for each of Lots 126R 1 through 9, to Town Staff for approval in connection with the issuance of a building permit for each lot and the required mitigation shall be satisfied prior to issuance of each building permit for each lot, unless mitigation is being satisfied by construction of housing onsite, in which case such mitigation shall be satisfied prior to issuance of a certificate of occupancy for each lot.
- B. The housing mitigation for Lot 152R shall be satisfied by the construction of the one (1) Employee Condominium Unit allocated to Lot 152R with a minimum square footage equal to 100% of the housing mitigation requirements for the improvements constructed on Lot 152R as approved by DRB pursuant to a Class 3 Design Review Application. Owner shall submit a completed Mitigation Worksheets found in Section 17.9.7, Appendix 17-3 of the Code for Lot 152R in connection with the Class 3 Design Review Application for Lot 15R and shall provide an updated Mitigation Worksheet to Town Staff as a condition of the issuance of certificate of occupancy by the Town for the Lot 152R development to confirm that Employee Condominium Unit contains at least 100% of the square footage required

under the housing mitigation requirements for the Lot 152R development. In the event additional mitigation is required for additional uses per final construction plans and specifications, and the square footage exceeds the limitations found in Chapter 16.02 of the Code for the Employee Condominium Unit, the Owner can pay the remaining mitigation requirement as a fee-in-lieu in accordance with the Mitigation Worksheet.

11. WATER, SEWER, AND UTILITIES. Pursuant to Section 17.4.13.5 of the CDC, the Owner, at its expense, shall provide water, sewage disposal, access and utility improvements on the Property to each newly created lot, as applicable.

12. GAS REGULATOR STATION. The Owner may relocate the gas regulator station from its existing location on Lot 126R-2 to the northwest corner of Lot 126R-2. The Owner shall process a Class 1 Staff Application for the relocation of the gas regulator and approval of landscaping and screening of the relocated gas regulator station. If the gas regulator station is proposed to be relocated to another location on the Property, the Owner shall be required to process a Class 3 Design Review application for the relocation of the gas regulator station and associated landscaping and screening. The Town and the gas utility provider shall be provided access to the relocated gas regulator station in accordance with the Access Tract Easement Agreement, Public Trail Easement Agreement and the General Easement located on Lot 126R-2.

13. TAP FEES. Tap fees for the Property will be assessed by Town Staff and paid in connection with the issuance of a building permit for each of Lots 126R 1 through 9 and Lot 152R at the tap fee rate then in effect. As of the Effective Date of this Agreement, tap fees for Lot 152R and Lot 126R have been paid as set forth in the documentation attached hereto as **Exhibit E.**

14. CONDITIONS OF BUILDING PERMIT FOR LOT 152R. In addition to all requirements of the Code, the Town's Building Regulations, and any requirements imposed by operation of State, Federal, or local law, no building permit shall be issued for Lot 152R until:

- a. The Replat and this Agreement have been approved by Town Staff and the Town Manager, signed by all required Parties, and recorded with the office of the San Miguel County Clerk and Recorder.
- b. The Performance Guarantee required under Section 5 above has been finalized and executed by the Parties after final plans and specifications and cost estimates for the Public Improvements are complete and approved by the Town Engineer.
- c. The Performance Guarantee has been provided to the Town.
- d. A Class 3 Design Review Application has been approved by the DRB.
- e. Final housing mitigation based upon construction drawings for the Lot 152R development has been verified by Town Staff to ensure that the one (1) Employee Condominium Unit to be constructed on Lot 152R includes a minimum of 100% of the square footage required under the housing mitigation requirements in the CDC and subject to Chapter 16.02 of the Code.
- f. The Owner has paid the balance of the tap fees owed for the improvements to be constructed on Lot 152R after taking into consideration the amount of the tap fees that have been paid for Lot 152R as of the Effective Date as set forth in **Exhibit E.**
- g. All complete construction plans, drawings, estimates, and all other plans required under the Code or this Agreement, including but not limited to final construction mitigation plans, have been approved by Town Staff.
- h. All conditions of the Approvals have been addressed and resolved, as applicable, to the satisfaction of Town Staff.

- i. The Owner has paid all then-outstanding invoices from the Town related to the Approvals and any invoices related specifically to Lot 152R.

15. CONDITIONS OF CERTIFICATE OF OCCUPANCY FOR LOT 152R. In addition to all requirements of the Code, the Town's Building Regulations, and any requirements imposed by operation of State, Federal, or local law, no Certificate of Occupancy shall be issued for improvements construction on Lot 152R until:

- a. The Town Engineer has determined that the Project has adequate access and that any water and sewer utility improvements have been completed and accepted by the Town.
- b. If applicable, execution and recordation of any easement agreements required under the Approvals and this Agreement.
- c. Completion of the Lot 126R Onsite Improvements.
- d. Approval of a Class 1 Staff Subdivision Application for a common interest community map for Lot 152R. The common interest community governing documents for Lot 152R shall comply with the requirements of the Approvals and this Agreement.
- e. Submission of a monumented land survey prepared by a Colorado public land surveyor establishing the maximum building height and maximum average building height for all buildings on Lot 152R as approved by the DRB pursuant to a Class 3 Design Review Application and/or such other approvals issued by the Town.
- f. The Town's acceptance of the Public Improvements.
- g. All conditions of the Approvals have been resolved to the satisfaction of Town Staff.
- h. The Owner has paid all then-outstanding invoices from the Town related to the Approvals and any invoices related specifically to Lot 152R.

16. CONDITIONS OF RECORDATION OF COMMON INTEREST COMMUNITY MAPS. A common interest community map shall be required for: (i) Lot 152R ("**Lot 152R Community**"); and (iii) Lots 126R 1 through 9 and Access Tract 126 ("**Lot 126R Community**"). The following items shall be addressed as part of the Class 1 Staff Subdivision Application for approval of a common interest community map for the Lot 126R Community and the Lot 126R Community:

A, Lot 126R Community:

- a. The Public Improvements have been completed and accepted by the Town, except for any Public Improvements specifically authorized by the Town in writing to be completed at a later date.
- b. The Lot 126R Onsite Improvements have been completed and approved by the Town, except for any of the Lot 126R Onsite Improvements specifically authorized by the Town in writing to be completed at a later date.
- c. All easement and/or dedication conveyance documents required for the Public Improvements have been executed and recorded with the office of the San Miguel Clerk and Recorder or delivered to the Town for recordation in connection with recordation of the Lot 126R common interest community map.
- d. Compliance with all items set forth in the Approvals and this Agreement that are required to be included within the Lot 126R Community governing documents.
- e. Finalization, execution and delivery to the Town of the Access Tract 126R Easement Agreement to be recorded in connection with the recordation of the Lot 126R common interest community map.
- f. Finalization, execution and delivery to the Town of an amendment to the Public Trail Easement Agreement amending the legal description of the Public Trail Easement as relocated in accordance with the Public Improvements, the Approvals and this Agreement.

- g. The Owner has paid all then-outstanding invoices from the Town for the Approvals and any invoices related specifically to Lot 126R.

B. Lot 152R Community:

- a. A Class 3 Design Review Application has been approved by the DRB.
- b. The Affordable Housing Deed Restriction for the Lot 152R Employee Condominium Unit constructed on Lot 152R has been executed and delivered to the Town for recordation in connection with the recordation of the Lot 152R common interest community map in the office of the San Miguel County Clerk and Recorder.
- c. All easement and/or dedication conveyance documents required under the Approvals, or this Agreement have been executed and recorded with the office of the San Miguel Clerk and Recorder or delivered to the Town for recordation in connection with recordation of the Lot 152R common interest community map in the office of the San Miguel County Clerk and Recorder.
- d. Compliance with all items set forth in the Approvals and this Agreement that are required to be included within the Lot 152R Community governing documents.
- e. The Owner has paid all then-outstanding invoices from the Town for the Approvals and any invoices related specifically to Lot 152R.
- f. Town acceptance of the Public Improvements.

17. ORDER OF RECORDATION. Documents relevant to the Approvals, the Replat, and this Agreement shall be recorded with the office of the San Miguel Clerk and Recorder in the following order:

Termination and Release of 2007 PUD Documents
Vacation and Termination of Easements
Public Trail Easement Agreement
Subdivision Resolution
Rezoning Ordinance
Development Agreement
Replat
Affordable Housing Deed Restriction on Lot 152R

18. REMEDIES FOR BREACH OR DEFAULT. In the event of any default by the Owner of any term, condition, covenant, or obligation under this Agreement, the Town Council shall be notified immediately. The Town may take such action as it deems necessary to protect the public health, safety, and welfare and to protect the citizens of the Town from hardship. The Town's remedies include any one or more of the following:

- A. Refusing to issue to the Owner any Building Permit or Certificate of Occupancy; provided, however, that this remedy shall not be available to the Town until after the affidavit described below has been recorded;
- B. Recording with the San Miguel County Clerk and Recorder of an affidavit, approved in writing by the Town Attorney and signed by the Town Manager or designee, stating that the terms and conditions of this Agreement have been breached by the Owner. At the next regularly scheduled Town Council meeting, the Town Council shall either ratify the recordation of said affidavit or direct the Town Manager to record an affidavit stating that the default has been cured. Upon the recording of such an affidavit, no further development may occur on the Property until the default has been cured. An affidavit signed by the

Town Manager or designee and approved by Town Council stating that the default has been cured shall remove the restriction on further development;

- C. A demand that the Performance Guarantee be paid or honored;
- D. The refusal to consider further development plans on the Property; and/or
- E. Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the Town or its residents, the Town shall provide the Owner with twenty-one (21) days' written notice of its intent to take any action under this Section during which period the Owner may cure the default described in said notice and prevent any further action by the Town. Furthermore, unless an affidavit as described above has been recorded with the San Miguel County Clerk and Recorder, any person dealing with the Owner shall be entitled to assume that no default by the Owner has occurred hereunder unless a notice of default has been served upon the Owner as described above, in which event the Owner shall be expressly responsible for informing any such third party of the claimed default by the Town.

19. INDEMNITY. Except as otherwise set forth herein, the Owner shall defend and hold the Town harmless from and against any and all claims, demands, liabilities, actions, costs, damages, and reasonable attorneys' fees that may arise out of or result, directly or indirectly, from the development of the Property and all other approvals pursuant to the Rezoning Approval Ordinance and Subdivision Approval Resolution, including but not limited to (i) failure of the Owner to comply with the public noticing requirements under the CDC pertaining to the Applications, (ii) the overlay of open space on the Property, (iii) failure of the Owner to comply with the terms and conditions of this Agreement, (iv) the Owner's design or construction of the Public Improvements, or (v) the Owner's failure to construct or complete the Public Improvements in accordance with the plans approved by the Town; provided, however, such indemnification shall not apply to loss, damage, or claims attributable to the negligent acts or omissions of the Town or its agents, employees, or contractors. The Parties hereto intend not to duplicate any legal services or other costs associated with the defense of any claims against either party described in this section. The Parties agree to fully cooperate and minimize expenses incurred as a result of the indemnification described herein. In the event of any claim asserted against the Town by a third party, the Owner's indemnity obligations to the Town with respect to such third-party claims shall be limited to claims arising out of matters under the Owner's control and not to procedural interpretations or similar exercise of discretion of the Town or its staff or consultants. In the event that the Town and Owner cannot agree on an equitable scope of indemnity or apportionment of fees and expenses incurred by the Town in defense of any third-party claim, then such dispute shall be resolved by binding arbitration. In no event shall the Town be liable to reimburse Owner for any attorney fees or costs incurred by Owner in defense of any third-party claims.

20. ATTORNEY AND CONSULTANT FEES; VENUE. In the event of any action, proceeding or litigation between the Town and the Applicant concerning this Agreement, the prevailing party shall be entitled to collect its reasonable attorneys' fees and costs. Regardless of the prevailing party in any such dispute, the Owner shall reimburse the Town for any fees and costs incurred by the Town in relation to the review and approval of the Rezoning Application and Subdivision Application, including but not limited to fees and costs for legal, engineering, and surveying services by outside consultants. Any state court litigation to enforce the terms of this Agreement shall be commenced in San Miguel County, Colorado and venue shall be restricted to such county.

21. BINDING EFFECT. This Agreement shall extend to and inure to the benefit of and be binding upon the Town and, except as otherwise provided herein, upon the Owner, its successors and

assigns (including subsequent owners of the Property, or any part thereof). This Agreement shall constitute an agreement running with the Property. Upon the conveyance of the Property by Owner to a different entity or person, and provided that the Owner is not in default hereunder at the time of conveyance, then upon the conveyance of the Property, the Owner shall have no liability under this Agreement for any act or omission occurring after the date of such conveyance; provided, however, that the third-party transferee shall assume all liability for any act or omission arising under this Agreement.

22. VOLUNTARY AGREEMENT. Notwithstanding any provision of the Code, this Agreement is the voluntary and contractual agreement of the Owner and the Town. The Owner agrees that all terms and conditions of this Agreement, including specifically the payment of all fees, and the completion and satisfaction of all terms and conditions of the Approvals are agreed to and constitute the voluntary actions of the Owner.

23. AUTHORIZATION. The Parties hereto warrant they are fully authorized to execute this Agreement and have taken all actions necessary to obtain such authorization.

24. WAIVER. No waiver of one or more of the terms of this Agreement shall constitute a waiver of other terms. No waiver of any provision of this Agreement in any instance shall constitute a waiver of such provision in other instances.

25. GOOD FAITH OF PARTIES. In performance of this Agreement, or in considering any requested extension of time, the Parties agree that each will act in good faith and will not unreasonably withhold, delay, or condition any approval or consent required or contemplated by this Agreement.

26. RIGHTS OF LENDERS AND INTERESTED PARTIES. The Town is aware that financing for acquisition, development and/or construction of the Property may be provided in whole or in part, from time to time, by one or more third parties, including, without limitation, lenders, purchasers, or Owners of portions of the Property. In the event of an Event of Default by the Owner, the Town shall provide notice of such Event of Default, at the same time notice is provided to Owner, to any such interested party previously identified in writing to the Town. If such interested Parties are permitted, under the terms of its agreement with Owner to cure the Event of Default and/or to assume Owner's position with respect to this Agreement, the Town agrees to recognize such rights of interested parties and to otherwise permit such interested parties to assume all of the rights and obligations of Owner under this Agreement. Any lenders or other lienholders shall be required to subordinate their interests to the terms of this Agreement, the Replat, and the related Resolution and Ordinance.

27. NOTICES. All notices required hereunder shall be deemed delivered to the parties five (5) calendar days after posting the same postage prepaid by certified mail, return receipt requested, and addressed as follows:

To the Town:
Town of Mountain Village
Attn: Town Manager
455 Mountain Village Blvd., Suite A
Mountain Village, CO 81435
pwisor@mtnvillage.org

To the Owner:
Base Telluride, LLC
Attn: _____

28. SEVERABILITY. If any term or provision or Article of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the applications or such term or provision or Article to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby,

and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

29. DEFINED TERMS. All capitalized but undefined terms used in this Agreement shall have the meanings set forth in the CDC and the Approvals.

30. TITLES OF SECTIONS. Any titles of the several parts and sections of this Agreement are inserted or convenience or reference only and shall be disregarded in construing or interpreting any of its provisions.

31. EXHIBITS AND ATTACHMENTS. All exhibits and attachments to this Agreement shall be incorporated herein and deemed a part of this Agreement.

32. MODIFICATIONS. This Agreement shall not be amended, except by subsequent written agreement of the Parties; provided, however, minor revisions to this Agreement, as approved by the Town Manager, shall be permitted as necessary including finalization of any exhibits hereto. So long as such changes are consistent with the intent and understanding of the Parties at the time of approval of this Agreement by the Town Council, the execution of this Agreement shall constitute the approval of such changes by the respective Parties. Notwithstanding the foregoing, this provision does not apply to modifications to the Approvals.

33. ASSIGNMENT. This Agreement may not be assigned by the Owner prior to the completion and acceptance of the Public Improvements by the Town, without the prior written consent of the Town, which consent shall not be unreasonably withheld and shall be based, among other things, upon the financial capability of the proposed assignee to perform the terms of this Agreement. In the event the Owner desires to assign its rights and obligations herein, it shall so notify the Town in writing together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein.

34. NON-APPROPRIATION. 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 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 16 or 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 of the Colorado Constitution.

35. IMMUNITY. Nothing herein nor in any related documents relating to the Approvals shall be construed as a waiver, or partial waiver, by the Town of any portion of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

IN WITNESS THEREOF, this Agreement is approved, covenanted, agreed to and executed by the Parties this _____ day of _____, 2023 to be effective as of the Effective Date.

TOWN OF MOUNTAIN VILLAGE

By: _____
_____, Mayor

Town Manager

Director of Community Development

ATTEST:

_____, Town Clerk

Exhibit A
LIST OF PRIOR TOWN APPROVALS TO BE TERMINATED AND RELEASED

Exhibit B
PUBLIC IMPROVEMENTS AND COST ESTIMATES

Exhibit C
PUBLIC TRAIL EASEMENT AGREEMENT

Exhibit D
AFFORDABLE HOUSING DEED RESTRICTION

Exhibit E
TAP FEES

Exhibit A

Town Approvals and Agreements to be Terminated

DOCUMENT	RECEPTION NO.
TOWN COUNCIL RESOLUTION NO. 2007-0315-05	391879
DEVELOPMENT AGREEMENT AND AMENDMENTS	397458, 412188, 429131, 429312
REQUIREMENTS AND OBLIGATIONS SET FORTH ON PRIOR RECORDED PLATS	397455, 324831, 263169, 256120
PUBLIC ROAD EASEMENT	397473
BOOMERANG TRAIL EASEMENT	397474
TOWN COUNCIL ORDINANCE NO. 2013-03	451668
STANDSTILL AGREEMENT	452611

Exhibit B

The following table summarizes the Public Improvements that the Owner shall provide at its cost and expense:

Public Improvement	Deadline	Cost Estimate
Construction of a 5.5' wide paved public sidewalk with curb and gutter within the Town's right of way and a portion of Lot 152R's General Easement (" Public Sidewalk "). The Owner and/or the owners' association formed for Lot 152R shall maintain the Public Sidewalk until such time as the entirety of the sidewalk is developed from Lot 152R to Mountain Village Boulevard, at which point the Town assume maintenance of the Public Sidewalk.	Within twenty-four (24) months of the Effective Date of this Agreement	TBD
Lighting along the Public Sidewalk, which shall be completed in accordance with requirements and specifications provided by the Town's Public Works Department.	Prior to issuance of Certificate of Occupancy for Lot 152R	TBD
Repaving of Country Club Drive for the full width of the roadway over the length of Lot 152R, along with associated utility construction and lighting for Country Club Drive and the new Public Sidewalk, Bike Lane and Crosswalk.	Within twenty-four (24) months of the Effective Date of this Agreement	TBD
Construction of an uphill bicycle lane along Country Club Drive that is 6' in width (" Bicycle Lane "), which 6' width may include the curb and gutter for the Public Sidewalk.	Within twenty-four (24) months of the Effective Date of this Agreement	TBD
Striping of an additional crosswalk at the top of Boomerang Road/Jurassic Trail across Country Club Drive that ties into the Public Sidewalk on the north side of Lot 152R (" Crosswalk ").	Within twenty-four (24) months of the Effective Date of this Agreement	TBD
Construction of a new trail connection over a portion of proposed Lot 126R-2 to maintain access to the Jurassic/Boomerang Trails, for which the Owner shall grant to the Town a " Public Trail Easement. " The Public Trail Easement shall be 16' wide from Country Club Drive to the	Within twenty-four (24) months of the Effective Date of this Agreement	TBD

<p>junction of the Jurassic/Boomerang Trails, the width of the trail surface shall be a minimum of 6' and the slope of the trail shall not exceed 10%. In the event that any portion of the trail exceeds 10%, a separate Town staff review and approval is required, The Owner shall construct the Trail Connection with decomposed granite/trail mix meeting Town specifications, with no hardscape or landscape within the Public Trail Easement, without the Town's prior written consent, in order to accommodate the Town's maintenance of the Public Trail Easement, including use of snowcats.</p>		
<p>Construction of an extension of the sewer main line within Country Club Drive along the width of Lot 152R and continuing from Country Club Drive over OS-1R-1 to tie into the existing sewer line located on OS-1-R-1. The main sewer line extension shall be dedicated to the Town upon completion.</p>	<p>Within twenty-four (24) months of the Effective Date of this Agreement</p>	<p>TBD</p>
<p>All other Public Improvements identified by the Town in connection with the processing of the Development Permit for the Public Improvements.</p>	<p>If applicable, within twenty-four (24) months of the Effective Date of this Agreement, unless specific improvements are tied to the development of Lot 152R, in which case such improvements shall be completed prior to issuance of a Certificate of Occupancy</p>	<p>TBD</p>

PUBLIC TRAIL EASEMENT AGREEMENT

THIS PUBLIC TRAIL EASEMENT AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2023, by and between TOWN OF MOUNTAIN VILLAGE, COLORADO, a Colorado home rule municipality (the "**Town**") and BASE TELLURIDE, LLC, a Colorado limited liability company ("**Landowner**"). Landowner and Town are each a "**Party**" and collectively, the "**Parties**".

WHEREAS, Landowner is the owner of certain real property more particularly described in **Exhibit "A"** attached hereto ("**Property**");

WHEREAS, Landowner desires to grant to the Town a public easement for a bicycle/pedestrian trail across the Property to access trails located on adjacent properties as set forth herein; and

WHEREAS, C.R.S. § 33-41-101, *et seq.*, provides certain liability protections for landowners who grant easements to public entities for trail and recreational purposes, and the Parties hereto desire to enter into this Agreement to take advantage of such protections and to provide for an express trail easement through the Property as set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and Landowner agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein as affirmative, material representations and acknowledgments of the Parties hereto.

2. **Grant of Easement.** Landowner hereby grants to the Town a non-exclusive easement over and across the Property in the location depicted and described in **Exhibit "B"** attached hereto, pursuant to the provisions and liability protections for landowners set forth in C.R.S. § 33-41-101, *et seq.*, ("**Public Trail Easement**") for the purposes of making the Public Trail Easement available for: (i) use by the general public for non-motorized bicycle and pedestrian use, including dogs on a leash held by the dog's owner; (ii) installation by the Town of pet waste stations; (iii) installation by the Town of signs identifying the trail, location, use rules, and other information pertaining to the use and protection of the Public Trail Easement as is deemed appropriate by the Town in the Town's reasonable judgment and discretion; and (iv) general management by the Town of the Public Trail Easement for public recreational use purposes (collectively, the "**Use Rights**"). The Use Rights do not include the use or parking of any motorized or other vehicles such as snowmobiles, motorcycles, and scooters (electric bicycles and appropriate ADA mobility devices are allowed). The Town shall have the right to authorize, limit, or prohibit the Use Rights of the Public Trail Easement by members of the public as "invited guests" as that term is defined in C.R.S. § 33-41-103(2)(e)(I). The Town shall not authorize, permit or allow: (i) organized or advertised events; or (ii) group events, including but not limited to races, team events, fundraisers or similar activities that involve more than 10 individuals, on the Public Trail Easement.

2.1 Notwithstanding the foregoing, the Town shall have the right to drive motorized vehicles and equipment, including snowcats and snow-grooming equipment, over the Public Trail Easement for purposes of accessing, maintaining, and repairing the trail and other utility easements located on the Property and other trails located on adjacent properties ("**Access Rights**"). Except in the case of emergencies, the Town's Access Rights shall be limited to weekdays between the hours of 9 am to 4 pm.

2.2 The Landowner shall have the right to cross the Public Trail Easement with motorized vehicles and equipment necessary for Landowner's retained use of the Property. Landowner shall retain all rights over the Property and Public Trail Easement that do not unreasonably interfere with the Use Rights and Access Rights granted herein.

2.3 Landowner shall not construct or install any hardscape or landscaping within the Public Trail Easement without the prior written approval of the Town.

3. **Relocation of the Trail Easement.** The Landowner shall have the right to relocate the Public Trail Easement on the Property, at Landowner's sole cost and expense, in accordance with the requirements and specifications set forth in the Development Agreement recorded on _____, 2023 at Reception No. _____ in the records of the San Miguel County Clerk and Recorder. Upon completion of the relocation of the trail and acceptance of the relocated trail by the Town, the Landowner and Town shall execute an amendment to this Agreement to amend **Exhibit "C"** to depict and legally describe the Public Trail Easement as relocated on the Property in the location generally depicted in **Exhibit "C"**.

4. **Maintenance Responsibilities.** The Town shall be solely responsible for maintenance and repair of the Public Trail Easement, but not limited to, determining opening and closure of the Public Trail Easement, the signage required by this Agreement, and all other purposes as contemplated by C.R.S. § 33-41-103, which maintenance and repair shall be as determined by the Town in its sole discretion. Closure of the Public Trail Easement by the Town shall not restrict the Landowner's right to cross the Public Trail Easement in order to access other areas on the Property.

5. **No Charge for Use of Trail.** Landowner shall not be entitled to charge any fee or other form of "charge" to the general public for use of the Public Trail Easement as such term is defined in C.R.S. § 33-41-102.

6. **Limitation of Landowner Liability.** It is the intent of the parties that Landowner shall be afforded all protections and liability limitations as set forth in C.R.S. § 33-41-101, *et seq.*, with respect to the easements granted herein. Nothing herein shall be deemed a waiver of the Town's sovereign immunity under the Colorado Governmental Immunity Act, nor shall this Agreement create any contractual indemnity rights for any Party hereto. The Town, at its expense, will defend the Landowner against any and all lawsuits resulting from or arising out of any claims occurring on or about the Public Trail Easement. The Town agrees that, for so long as this Agreement remains in effect, it shall cause the Landowner and any owners association(s) having jurisdiction over the Property to be named as an additional insured on all general liability policies held by the Town.

7. **Mechanics' Liens.** The Town shall not permit or suffer any mechanics' or other liens to attached to the Property or any portion thereof or interest therein by reason of any exercise of the Use Rights, Access Rights or any conduct on or in relation to the Public Trail Easement and Property arising by, through or under the Town or any Town contractors, employees, invitees and permittees.

8. **Compliance with Law; Subject to Matters of Record.** The Parties shall comply with all laws and legal requirements in exercising any right granted, or taking any action allowed or required, by this Agreement. This Agreement is subject to all matters of record in the real property records of San Miguel County, Colorado relating to the Property encumbered by the easements granted herein.

9. **Binding Effect.** The terms of this Agreement shall be deemed an easement running with title to the Property and shall be binding upon the successors and assigns of the Parties hereto.

10. **Governing Law; Venue; Attorneys; Fees.** This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado. In the event of litigation to enforce this Agreement, the exclusive venue shall be the District Court of San Miguel County, Colorado, and the prevailing Party shall be entitled to recover its reasonable attorney fees and costs in addition to all other

remedies available at law or equity. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

11. **Severability.** In the event any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future laws, the legality, validity, and enforceability of the remaining provisions in this Agreement shall not be affected thereby, and in lieu of the affected provision, there shall be deemed added to this Agreement a substitute provision that is legal, valid, and enforceable and that is as similar as possible in content to the affected provision. It is generally intended by the Parties that this Agreement and its separate provisions be enforceable to the fullest extent permitted by law.

12. **Captions.** The captions contained in the Agreement are for convenience only and shall not affect the construction or interpretation of any provisions of this Agreement.

13. **Non-Appropriation.** All direct and indirect financial obligations of the Town under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. No provision of this Agreement shall be construed or interpreted: (a) to directly or indirectly obligate the Town to make any payment in any year in excess of amounts appropriated for such year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or (c) as a donation or grant to or in aid of any person, company, or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

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

15. **Authorization.** The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

16. **Counterparts.** This Agreement may be executed in counterparts, each of which shall for all purposes be deemed an original and all of which together shall constitute one and the same agreement. Any such counterpart may be transmitted by e-mail (in PDF format), and any such counterpart so transmitted shall have full force and effect as if it were an original.

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

TOWN OF MOUNTAIN VILLAGE, a Colorado home rule municipality

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) SS
COUNTY OF SAN MIGUEL)

Subscribed to and acknowledged before me this ____ day of _____, 2023, by _____
as the _____ of Town of Mountain Village.

Witness my hand and official seal.

My commission expires: _____

Notary Public

BASE TELLURIDE, LLC, a Colorado limited liability company

By: _____
J. R. Kraft, Manager

STATE OF COLORADO)
) SS
COUNTY OF SAN MIGUEL)

Subscribed to and acknowledged before me this ____ day of _____, 2023, by J. R. Kraft, as the Manager of Base Telluride, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

LOT 126R AND TRACT OSP-126, TELLURIDE MOUNTAIN VILLAGE, AS SHOWN ON A REPLAT OF LOTS 118, 126, 130, 152A, 152B, 152C, AND TRACT OS-1, TOWN OF MOUNTAIN VILLAGE, RECORDED OCTOBER 12, 2007 IN PLAT BOOK 1 AT PAGE [3869](#),

COUNTY OF SAN MIGUEL,
STATE OF COLORADO

EXHIBIT B
PUBLIC TRAIL EASEMENT MAP

EXHIBIT C
PROPOSED RELOCATION OF PUBLIC TRAIL EASEMENT

**AFFORDABLE HOUSING DEED RESTRICTION
LOT 152R, MOUNTAIN VILLAGE**

THIS AFFORDABLE HOUSING DEED RESTRICTION (“**Deed Restriction**”) is made and entered into this ___ day of _____, 202__ (“**Effective Date**”), by and between _____ (“**Declarant**”) and TOWN OF MOUNTAIN VILLAGE, a Colorado home rule municipality (the “**Town**,” and together with Declarant, the “**Parties**”).

WHEREAS, Declarant owns certain real property in San Miguel County, Colorado described as 152R, Mountain Village, according to the plat recorded as Reception No. _____ (“**Lot 152R**”); and

WHEREAS, Lot 152R contains one unit designated as “Employee Condominium” (the “**Property**”); and

WHEREAS, pursuant to Ordinance No. 2023-___, recorded as Reception No. _____, Declarant has agreed to place certain restrictions on the use of the Property for the benefit of the Town by requiring occupancy to be limited to persons who are employed within the Telluride R-1 School District, their spouses or domestic partners and children, as further defined below.

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

COVENANTS

1. Restriction; Recording. The Property is hereby burdened with the covenants and restrictions specified in this Deed Restriction, which the Town shall record against the Property at Declarant’s expense.

2. Amendment to 2006 Ordinance. The Parties agree that the Property shall be subject to the “Affordable Housing Restriction” contained in the Town of Mountain Village Ordinance No. 2006-07, as amended by Ordinance No. 2022-05 (“**2006 Ordinance**”), as codified in Chapter 16.02 of the Mountain Village Municipal Code (“**Code**”), with the following modifications:

Section 16.02.040.A of the Code is hereby amended to read:

2. The foregoing restriction constitutes a covenant that runs with the title to the Property as a burden thereon and shall be binding on the owner, and its heirs, successors, representatives, assigns, lessees, licensees and any transferee, in perpetuity. This restriction and covenant shall be administered by the Town Council, or its designee, and shall be enforceable by any appropriate legal or equitable action including but not limited to specific performance, injunction, abatement or eviction of non-complying owners, users or occupants, or such other remedies and penalties as may be provided by Colorado law or the ordinances of the Town.

Town Clerk

Exhibit E
Tap Fees

Property	Amount Paid	Taps Purchased (Water and Sewer Combined)	Rate at Time of Purchase	Credit
126R	\$140,400	9 Single-Family Units up to 3,000 sf each (base tap)	\$10,000 each	\$50,400 to be credited at \$5,600 per lot to be applied towards tap fees due at time of building permit at then- applicable rate
152R	\$40,500	0	n/a	\$40,500 to be credited towards total tap fees due at time of building permit at then-applicable rate



**PLANNING AND DEVELOPMENT SERVICES
DEPARTMENT**

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

Agenda Item # 14

TO: Mountain Village Town Council
FROM: Andy Rutz, Crescendo Planning + Design, on behalf of the Town of Mountain Village
FOR: April 20, 2023 (*First Reading on February 16, 2023*)
DATE: April 13, 2023
RE: Second Reading of an Ordinance regarding a Rezone and Density Transfer located at Lots 126R and 152R and Tracts OSP-118 and OSP-126, Town of Mountain Village, Per Community Development Code Sections 17.4.9 and 17.4.10.

Executive Summary

The applicant requests a rezone and density transfer related to zoning designations and density for Lots 126R and Lot 152R, and a rezone of Lot 126R from Multi-Family to Single Family and also rezoning both related open space tracts: Tract OSP-126, and Tract OSP-118. No zoning change is proposed for Lot 152R. The concurrent major subdivision application will address the proposed reconfiguration of the lots and open space parcels. Both Lot 126R and Lot 152R are proposing a significant reduction in density to be transferred to the Density Bank. 1 Employee Apartment would be moved from Lot 126R to Lot 152R and rezoned to Employee Condominium.

This memo is substantially the same as the first reading of an ordinance.

PROJECT GEOGRAPHY

Legal Description: Lot 126R, Lot 152R, Tract OSP-118 and Tract OSP-126, Telluride Mountain Village, as shown on a replat of Lots 118, 126, 130, 152A, 152B, 152C, and Tract OS-1, Town of Mountain Village, Recorded October 12, 2007 in Plat Book 1 at Page 3829, County of San Miguel, State of Colorado
Address: TBD Country Club Drive, Mountain Village, CO 81435
Applicant/Agent: Design Workshop c/o Darla Callaway
Owner: BASE Telluride, LLC
Zoning: Multi-Family / Open Space
Existing Use: Multi-Family, Open Space
Proposed Use: Development of Single-Family, Multi-Family, Open Space
Lot Acreage 5.49 acres in total
Adjacent Land Uses:

- o **North:** Open Space
- o **South:** Open Space
- o **East:** Open Space, Single-Family
- o **West:** Open Space, Single-Family

ATTACHMENTS

- A. Applicant’s Submittal Materials
 - a. Plan set (including existing conditions and proposed replat)
 - b. Revised Trail Easement Exhibit (received 4.12.23)
- B. Lot 126, Lot 152 & OSP Replat – Rec. 397455 (dated 10.12.2007) *See Attachment B – Agenda Item 10*
- C. Ordinance
- D. Development Agreement *See Attachment F – Agenda Item 10*

ASSOCIATED FORMATIVE RECORD DOCUMENTS

- 2007 Development Agreement 10.12.2007 ([hyperlink](#))
- Resolution No. 2007-0315-05 ([hyperlink](#))

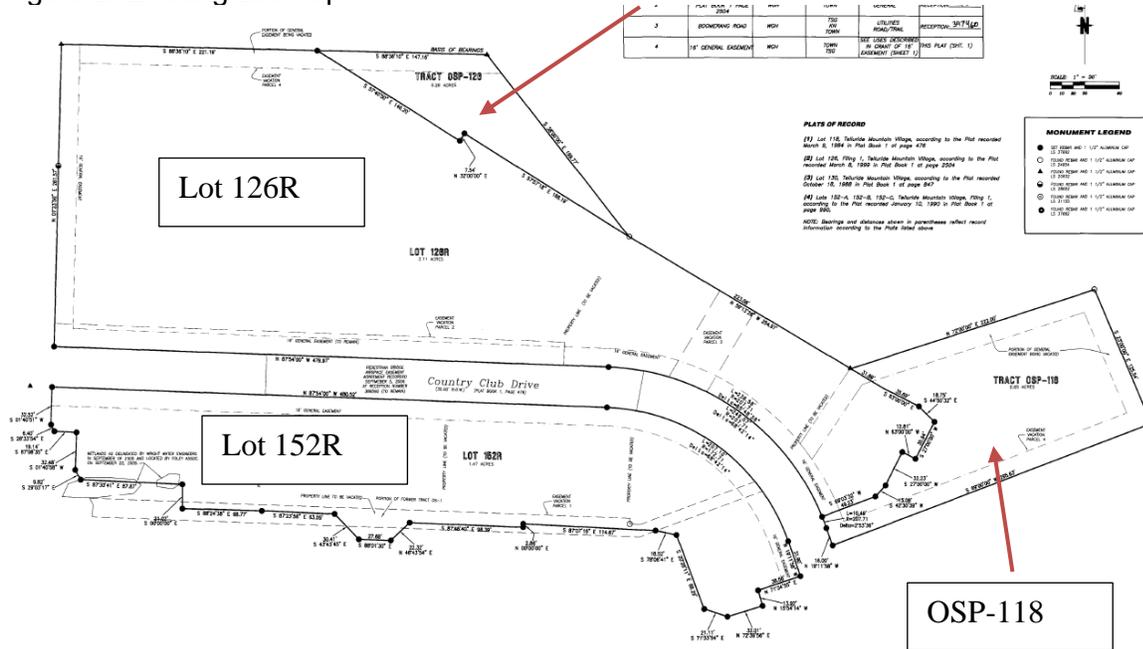
Figure 1. Vicinity Map



*Open space parcels are not shown on this exhibit. Figure 2 below shows the current location of the open space parcels.

OSP-126

Figure 2. Existing Lot Map



PURPOSE

In 2007, Lot 126R and Lot 152R were approved for a large-scale, mixed-use hotel development commonly called the Rosewood Planned Unit Development. Although extended, this PUD has subsequently expired. The applicant has submitted a development application that consists of a rezone and density transfer, a major subdivision and a future condominium map pursuant to the current underlying zoning which is multi-family. Although the PUD expired, the applicants are proposing to amend the current plat, as platted in 2007, and density. The applicant seeks approval of a rezone and density transfer application to achieve the following:

Rezone Proposed per lot/tract

Lot	Current Zoning	Proposed Zoning
126R	Multi-Family	Single Family Right of Way Active Open Space
OSP-118	Active/passive open space	Resource Conservation Active Open Space*
OSP-126	Passive open space	Passive open space*

*The passive open space cannot be rezoned; therefore, the former passive open space area is expressed as an overlay and further extended via the subdivision application and rezone application. Active open space can be rezoned and relocated so long as there is no net loss of open space and it remain within the same area. This application proposes a slight increase in passive open space, and no net loss in overall open space, and otherwise meets the CDC open space requirements and regulations.

Density Transfer Proposal per lot

Lot	Current Density- Zoning Designation	Number of Units	Proposed Zoning Designation	Number of Units
126R	Condominium	44	Single Family	9
	Hotel	56		
	Hotel Efficiency	19		
	Employee Dormitory	17		
	Employee Apartment	5		
	Commercial	34,001 sq ft		
152R	Condominium	23	Condominiums	8
	Commercial	4,665 sq ft	Employee Condominium	1
			Commercial	*

*The applicant proposes ancillary uses as allowed by the use table pursuant to multi-family zoning on Lot 152R. This would be proposed with development and shown by the future condominium map submittal.

SITE HISTORY – *(this narrative is the same as that provided in the major subdivision recommendation memo)*

Lot 126 had undergone plats in 1984 and 1999 – maintaining consistent zoning designations, while varying unit counts and person equivalents. Similarly, Lot 152 had undergone plats in 1987 and 1990 – maintaining zoning designations, while subdividing the lot into 152-A, 152-B and 152-C and varying unit counts and person equivalents. Most recently, the Lot 126R and Lot 152R (Rosewood) Planned Unit Development (PUD) was approved in 2007. At that time, a rezoning, replat, and density transfer were approved for the property, and a Development Agreement was executed.

The 2007 PUD approved the development of a detailed site-specific development plan for the Property as a hotel project with associated condominium units, commercial space and workforce housing (see Table 1 below) and included the transfer of additional density to the Property and several variances, including increased building heights, increased site coverage and massing. The 2007 PUD was approved under the Town’s Land Use Ordinance (“LUO”), which provided for a three-year approval period for the PUD and the associated vested rights. The 2007 PUD approval and associated vested rights were extended in 2010 and again in 2013 and ultimately expired on March 18, 2018.

On February 15, 2018, the Town and the then owner of the Property entered into a “Standstill Agreement” that provided for a period of time for the parties to explore potential Major PUD Amendments to the 2007 PUD under the Town’s Community Development Code (“CDC”) (which replaced the LUO in 2013). In connection with the Standstill Agreement, prior owners of the Property engaged in various open house-styled discussions and work sessions with the Town and community to explore plans to reduce the density and intensity of the development of the PUD Property. An application for an amendment to the 2007 PUD was heard by Town Council on November 21, 2019 but was withdrawn by the applicant during the Town Council meeting given

the concerns raised during public comment and by Town Council regarding the amount of density and the intensity of the development proposed by the applicant. The Standstill Agreement terminated as of June 15, 2020.

The following table illustrates the Current Zoning and Density approved in the 2007 PUD:

Table 1. Current Zoning and Density (2007 PUD)

LOT	ACREAGE	ZONE DISTRICT	ZONING DESIGNATION	NUMBER OF UNITS	PERSONS PER UNIT	TOTAL PERSONS
Lot 126R	3.11	Multi-family	Condominium	44	3	132
			Hotel	56	1.5	84
			Hotel Efficiency	19	2	38
			Employee Dorm	17	1	17
			Employee Apartment	5	3	15
Lot 152R	1.47		Commercial	34,001 sq.ft.		
			Condominium	23	3	69
			Commercial	4,665 sq. ft		
OSP-118	0.65	Active/ Passive Open Space ¹	Open Space			
OSP-126	0.26	Passive Open Space	Open Space			
		Total Persons				355

Staff Note: As was discussed during the First Reading, the applicant has noted that “There is some confusion as to whether OSP-118 was zoned as Active Open Space or Passive Open Space under the 2007 PUD. The 2007 PUD involved the construction and relocation of active recreational trails onto OSP-118; therefore, it is assumed that OSP-118 was intended to be zoned as Active Open Space as the recreational trails are consistent with the uses allowed for Active Open Space parcels. Staff is comfortable recognizing OSP-118 as zoned “active/passive open space,” and pursuant to this rezone process, it will be rezoned to “resource conservation active open space” pursuant to an overlay and consistent with the Future Land Use Map in the Comprehensive Plan. OSP-126 will remain zoned passive open space as an overlay with additional passive open space proposed with the subdivision application.

PROPOSED REZONE AND DENSITY TRANSFER

The Applicant proposes to rezone Lot 126R from Multi-family to Single Family, rezone OSP-118 to “resource conservation active open space,” expand OSP-126 and create a passive open space overlay. The applicant intends to decrease the density per the table above and transfer the excess density into the density bank in accordance with Tables 2.1, 2.2 and 2.3 below. 12 Condominium Units of Density will be rezoned to 9 Single Family. 1 Employee Apartment will be moved from Lot 126R to Lot 152R and rezoned to Employee Condominium.

The applicant has submitted a concurrent subdivision map to the Town to create the proposed single-family lots on the respective properties. As a result, three Single Family Lots, Lots 126-7, 126-8 and 126-9, will have split zoning of both Single Family and Passive Open Space and one Single Family Lot, 126-1, will have split zoning of both Single Family and Resource Conservation Active Open Space.

The Applicant intends to develop both Lot 152R and the Lot 126R Single-Family lots in an integrated development that will include the creation of a common interest community and an owner's association for the entire property, to be addressed in a separate application, subsequent to the current density transfer and rezone and subdivision plat process.

Lot 152R will retain its current Multi-family zoning, however, the density will be significantly reduced from 23 Condominium Units to 8 Condominium Units. One Employee Apartment is being moved from Lot 126R to Lot 152R and rezoned to Employee Condominium.

Total persons of density for Lot 126R will be dramatically reduced from 286 persons to 36 persons and total persons of density for Lot 152R will be reduced from 69 persons to 24.

Table 2.1 Proposed Zoning and Density

LOT	ACREAGE	ZONE DISTRICT	ZONING DESIGNATION	NUMBER OF UNITS	PERSONS PER UNIT	TOTAL PERSONS
Lot 126R-1	0.875	Single Family/Active Open Space	Single Family/Resource Conservation Active Open Space	1	4	4
Lot 126R-2	0.310	Single Family	Single Family	1	4	4
Lot 126R-3	0.213	Single Family	Single Family	1	4	4
Lot 126R-4	0.222	Single Family	Single Family	1	4	4
Lot 126R-5	0.201	Single Family	Single Family	1	4	4
Lot 126R-6	0.357	Single Family	Single Family	1	4	4
Lot 126R-7	0.459	Single Family/Passive Open Space	Single Family/Passive Open Space	1	4	4
Lot 126R-8	0.442	Single Family/Passive Open Space	Single Family/Passive Open Space	1	4	4
Lot 126R-9	0.502	Single Family/Passive Open Space	Single Family/Passive Open Space	1	4	4
Tract 126-A	0.442	Open Space/Active Open Space	Private Access Tract/Active Open Space			
Lot 152R-1	1.47	Multi-Family	Condominium Employee Condominium	8 1	3 2	24 3
		TOTAL PERSONS				63

Table 2.2 Lot 126R Density to be Rezoned

Density Units To be Rezoned	Number of Units	Persons per Unit	Total Persons
Condominiums Units to be rezoned to Single Family	12	3	36
Proposed Zoning Designation	Number of Units	Persons per Unit	Total Persons
Single Family	9	4	36

Table 2.3 Lot 126R Density to be Transferred to Density Bank

ZONING DESIGNATION	NUMBER OF UNITS	PERSONS PER UNIT	TOTAL PERSONS
Condominium	32	3	96
Hotel	56	1.5	84
Hotel Efficiency	19	2	38
	Total Free Market Persons		218
Employee Dorm	17	1	17
Employee Apartment	4	3	12
	Total Employee Persons		32
	Total Persons		250

Table 2.4 Lot 152R Density to be Transferred to Density Bank

ZONING DESIGNATION	NUMBER OF UNITS	PERSONS PER UNIT	TOTAL PERSONS
Condominium	15	3	45

SINGLE-FAMILY AND MULTI-FAMILY ZONING PURSUANT TO THE CDC

The applicant intends to construct pursuant to the underlying zoning. Zoning requirements are listed below.

Single Family Zoning	Limitation
Lot Coverage	40% (lots < 1 Acre)
Parking	4 spaces per unit (2 enclosed, 2 unenclosed)
Building Heights	35 feet maximum height
	30 feet maximum average height*

*plus 5' for gable roofs

Multi Family Zoning	Limitation
Lot Coverage	65% (outside the Village Center)
Parking	1.5 parking space per condominium unit
	1.5 parking space per Employee condo/apt. unit (outside Village Center)
	1 space per 1,000 sq. ft. (low intensity commercial space)

Building Heights	48 feet maximum height*
	48 feet maximum average height

*if detached condominiums or duplex buildings are constructed, building heights are the same as single family zoning heights of 35 feet maximum and 30 feet maximum average.

ANTICIPATED PROCESS STEPS

The typical staff recommended process would be as follows:

- Rezone and Density Transfer Application. Class 4 application. Recommendation from the Design Review Board. Two readings of an ordinance by Town Council.
 - **Staff Note:** Additional detail has been worked through with Applicant prior to second reading.
- Concurrent Major Subdivision Application. Recommendation from the Design Review Board. Resolution by Town Council for the replat.
 - **Staff Note:** Continuance on Resolution was granted at the time of 1st Reading of the rezone/density transfer application, and additional details have been resolved. A replat condition was made that the associated rezone and density transfer is approved. Final subdivision approval will be considered simultaneously with 2nd Reading of the zoning ordinance.
- Replat completed
- Public Improvements/Development Agreement created and executed concurrently with the associated public improvements exhibit and associated financial guarantee.
- Development Agreement to address the mitigation rates and affirm all uses will be consistent with the Town of Mountain Village Land Use Schedule (CDC 17.3.3 Table 3-1)
- A form of deed restriction, pursuant to the CDC an Affordable Housing deed restriction, that would be acknowledged for the Employee Apartment (likely prior to a certificate of occupancy), and that the unit would need to be constructed concurrent with the free market elements of the development
- Creation of a condominium subdivision map and declaration (a condition of approval). The condominium map would be approved after construction based on as-built conditions.

DESIGN REVIEW BOARD (DRB) RECOMMENDATION

On February 2, 2023, DRB voted 7-0 to provide a recommendation to Town Council to approve the rezone and density transfer with the following conditions:

1. *The rezone and density transfer is conditioned upon the final major subdivision approval;*
2. *The owner is responsible for all dues, fees and any taxes associated with the existing density and density once placed into the density bank.*
3. *The passive and active open space locations and zoning will be consistent with the major subdivision map as approved by Town Council.*
4. *The density bank certificates will be issued concurrently with the major subdivision plat recording.*
5. *If the employee zoning designation density is approved to be moved into the density bank, except for the one employee condominium proposed, then the housing mitigation requirement is set at 100% for all buildings and relevant structure on lots 152R and 126R, as proposed to be replat. This requirement is to be integrated into the property development agreement; and*
6. *The one employee condominium proposed is subject to the Affordable Housing Deed Restricted Requirements per the Municipal Code and CDC.*
7. *At first reading of an ordinance the applicants provide a rezone exhibit map depicting the proposed rezoning areas.*
8. *Direct staff to update the zoning map consistent with the approvals herein.*
9. *Recommending that Town Council consider further height restrictions on Lot 152R to ensure avoidance of any canyon effect along Country Club Drive.*

Although the DRB ultimately voted unanimously to recommend that Town Council approve the rezone and density transfer, there were a few DRB members that expressed concern over the loss of platted density, given the limited number of remaining development opportunities in the Town of Mountain Village. Additionally, several DRB members, largely prompted by, and echoing the Public Comments received, expressed some concerns with the building heights that would be allowed within the Multi-Family Zone District on Lot 152R. This discussion led to the addition of condition #9 above, recommending that Town Council consider further height restrictions on that lot to ensure that any canyon effect along Country Club Drive is avoided.

Although height concerns were noted, as stated above and in the subdivision memo, the heights on the multi-family lot are ultimately determined by whether the developer plans to develop detached condominium or duplex development, subject to the same heights as single-family development. Three or more condominiums attached would allow for 48' heights.

TOWN COUNCIL FIRST READING CONSIDERATION

Town Council, at the time of 1st reading of the rezone/density transfer on February 16th, considered further height restrictions, but neglected to add any conditions to their approval with respect to further height restrictions. Town Council voted 7-0 to approve on first reading an Ordinance considering a rezone and density transfer application for Lots 126R and 152R and Tracts OSP-118 and OSP-126, to be paired with the continued Resolution of a major subdivision application and replat for the same Lots and Tracts, consistent with the tables and exhibits provided by the applicant as part of the record and with the findings and conditions outlined in the staff memo.

CONFORMANCE WITH THE COMPREHENSIVE PLAN

The current Town of Mountain Village Comprehensive Plan ("Comp Plan") does not provide any site-specific policies or goals for Lot 152R or Lot 126R, however, the Future Land Use Map set forth in the Comp Plan contemplates that Lot 152R maintain its current multi-family zoning and Lot 126R is identified for either single family or multi-family zoning. Lots 126R and 152R are not within any of the Subareas identified in the Comp Plan.

REZONE AND DENSITY TRANSFER CRITERIA

Staff Note: A reminder that the access to the current Lot 126R is being evaluated at this time as it is necessary to provide access to the newly created single-family lots. The conceptual design for the current Lot 152R is for representation (overall mass and scale) of possible configurations of a new multi-unit development, but this review does not constitute approval of such, inclusive of the access as currently shown in concept.

The following criteria shall be met for the review authority to approve a rezoning development application:

- a. **The proposed rezoning is in general conformance with the goals, policies and provisions of the Comprehensive Plan;**

The rezone is in general conformance with the goals, policies and provisions of the Comprehensive Plan.

The proposed development seeks to provide an economically and socially vibrant development that will offer a variety of residential typologies, open space and trail connections that will benefit both full and part-time residents, as well as visitors. Although this area was targeted for growth in the Comprehensive Plan, previously proposed development that abides

by these density standards was identified by both the town and neighborhood as inappropriate in this area. Through well-built and well-designed infrastructure, community services, and environmental stewardship; the proposed development seeks to approach these lots in a different, more holistic manner than previously to protect both the existing residential as well as the world-class recreation experience found in Mountain Village.

b. The proposed rezoning is consistent with the Zoning and Land Use Regulations;

The applicants proposed to build consistent with the underlying zoning and do not propose any Variances nor a Planned Unit Development application, and will abide by all standards set forth in the CDC. The applicant requests to rezone lot 126R from multi-family to single-family which has been supported in the past.

With respect to the Open Spaces, the following provisions relate to the proposed rezone and replat, and have been met in this application:

17.3.10 Platted Open Space Requirements

A. *Preservation as to Acreage and General Location.* Active and passive open space shall be preserved as to acreage and general location as depicted on the 2012 Open Space Map and documented in the associated open space table as recorded at Reception Numbers 426871, 426872, and 426873 (“2012 Open Space Map”).

C. *Prohibition on Rezoning of Passive Open Space.* Passive open space within the Original PUD Boundary as shown on the 2012 Open Space Map shall be maintained and shall not be rezoned, nor shall the acreage of such passive open space be reduced below 151.3 acres.

D. *Rezoning of Active Open Space Permitted.* Active open Space as depicted on the 2012 Open Space Map may be rezoned and replatted as envisioned in the Comprehensive Plan provided:

1. Any such rezoning or replatting is contemplated by and consistent with the Comprehensive Plan.
2. The active open space to be rezoned or replatted is replaced by an equal amount of acreage that is not depicted as such on the 2012 Open Space Map, with such replacement acreage to be zoned as active open space (“Replacement Open Space”);
3. The Replacement Open Space is provided through either (a) a simultaneous land use application; or (b) the Replacement Open Space acreage has previously been designated by the Town as Replacement Open Space;
4. The Replacement Open Space is located within any subarea plan as depicted on the 2012 Open Space Map, or Lot 420 subject to compliance with the provisions of section I below, in which case the Replacement Open Space shall be deemed to be in the same general location as the active open space parcels that have been rezoned and replatted for resort development purposes; and,

5. San Miguel County receives a courtesy referral of any such application and has 21 days following such referral to provide comments to the Town.

H. *Lot Line Adjustments.* Lot line adjustments that affect open space are permitted, subject to the approval of the Town, but only to the extent that there is no net loss of open space as required herein.

Per review of the 1999 Settlement Agreement and the 2013 IGA, both require Open Space to be platted, but do not indicate whether that requires a separate parcel. As such, Staff recommends that the open space overlays will be depicted on the final subdivision plat – with a unique hatch or fill pattern – and the corresponding acreage is called out on the plat. The open space overlays contribute to the Town’s open space calculations for pass and active open space.

c. The proposed rezoning meets the Comprehensive Plan project standards;

These standards apply to Planned Unit Development applications and are otherwise reviewed with design review.

d. The proposed rezoning is consistent with public health, safety and welfare, as well as efficiency and economy in the use of land and its resources;

This criterion is met, as all proposed development has been designed and developed by Colorado licensed professionals and meets all new regulations to ensure that all development is consistent with public health, safety, and welfare. In addition, all proposed development fits into the natural conditions of the site, avoids land development constraints and protects steep slopes, ridgelines, wetlands, and open space while enhancing local trail connectivity for both residents and visitors. A public improvement associated with the project will add a sidewalk and lighting along Country Club Drive, increasing pedestrian safety in the neighborhood.

e. The proposed rezoning is justified because there is an error in the current zoning, there have been changes in conditions in the vicinity or there are specific policies in the Comprehensive Plan that contemplate the rezoning;

Lots 126R and 152R are both currently zoned as multi-family residential, with a total density of 355 and have been identified as an area for growth and more specifically mixed-use commercial development within a multi-unit project. However, previously proposed development that abides by these density standards was identified by both the town and neighborhood as inappropriate in this area. The proposed development seeks to approach these lots in a more holistic manner by rezoning Lot 126R from a Multi-family lot and decreasing the density to nine (9) single-family lots. On Lot 152R, the development proposes to maintain the Multi-family zoning. The development proposes to transfer Condominium Units of density from Lot 152R to the Town of Mountain Village Density Bank. Note that if approved, any future vertical development on either Lot 126R or Lot 152R will have to go through standard review processes for design review approval.

f. Adequate public facilities and services are available to serve the intended land uses;

This criterion is met, as the proposed development has included a landscape architect and civil engineer on the design team who have worked closely with the utility company to confirm and provide adequate public facilities and services for future development of single-family and multi-family homes as well as the proposed clubhouse facilities. A letter from the utility company has been included in the application.

- g. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and**

This criterion will be met with a forthcoming site and building design. At this stage, the proposed development has been carefully designed to consider both pedestrian and vehicular hazards as well as congestion. Circulation is designed to connect existing trail systems, through the use of sidewalks, pedestrian paths as well as a striped crosswalk, that is located in an area away from the curve on Country Club Drive to ensure visibility and pedestrian safety.

- h. The proposed rezoning meets all applicable Town regulations and standards.**

The proposed rezoning is consistent with all applicable Town regulations and standards.

Density Transfer Criteria (*Class 4 Application*):

- a. The criteria for decision for a rezoning are met, since such density transfer must be processed concurrently with a rezoning development application (except for MPUD development applications);**

The proposed development meets all rezoning criteria per the CDC and is being processed concurrently with the Density transfer.

- b. The density transfer meets the density transfer and density bank policies; and**

The proposed density transfer meets the density transfer and bank policies as outlined by the CDC

- c. The proposed density transfer meets all applicable Town regulations and standards.**

The proposed density transfer is consistent with all applicable Town regulations and standards.

Staff Note: There is a concurrent major subdivision application being considered for Resolution at this meeting for Lots 126R, 152R and Tracts OSP-118 and OSP-126.

17.3.9.G.1. Housing Impact Mitigation Requirements.

In order for the applicants to move the platted and unbuilt employee density into the density bank, the applicants need to demonstrate that the density cannot be built on the site due to a practical hardship. In the narrative, the applicants recognize that the properties have been identified for hotel development, and the associated employee density to serve that high density use. The applicants also recognize that prior applications were not successful because they proposed

similar high density, within a neighborhood that has essentially developed as primarily single family, absent the Peaks to the east.

Constructing employee housing is critical to the Town of Mountain Village. As a means of compromise, and per Town Council's direction during the First Reading, staff recommends that this rezone could be approved in exchange for an employee housing mitigation rate to be applied at 100% mitigation for all development proposed. This has been drafted into the development agreement for the project. The relevant CDC sections are listed below.

All other development once developed, single-family, multi-family and ancillary commercial will be subject to the employee housing mitigation requirements at 100%.

Council also agreed that the one employee condominium proposed onsite meets the affordable housing mitigation requirements for Lot 152R. The applicants will still fill out the mitigation forms and if additional mitigation is required, the applicants will pay the fee in lieu on top of the unit being provided at the time of design review and payable at building permit.

G. Density. Lots that are required to construct and provide workforce housing units concurrent with the free-market development allowed on a lot are designated on the official land use and density allocation list.

1. Workforce housing density assigned to a lot on the official land use and density allocation list or by an effective resolution shall be built concurrent with any free-market units on that lot, and ***workforce housing density cannot be transferred to the density bank or to another lot unless Town Council determines, in its sole discretion, that the workforce housing density cannot be built on a site due to a practical hardship.***

a. If Town Council determines a practical hardship exists, the applicant shall be required to transfer the unbuilt workforce housing density to the density bank pursuant to the rezoning and density transfer processes.

b. The owner of workforce housing density shall be responsible for all dues, fees and any taxes associated with that density and zoning until such time as the density is transferred to a lot pursuant to the rezoning and density transfer process.

The applicants have discussed the practical hardship in their narrative. Based upon Town Council's determination at the time of First Reading that a practical hardship exists, Staff recommends that minimally, the applicants, with design review for each building, satisfy the affordable housing mitigation at 100% as opposed to a reduced mitigation requirement of 50% in 2023 and 75% in 2024. This has been integrated into the associated development agreement for the project, as noted above.

STAFF ANALYSIS AND RECOMMENDATION

Staff recommends the following motion:

I move to approve on second reading the ordinance approving a rezone and density transfer application at Lots 126R and 152R and Tracts OSP-118 and OSP-126 with the findings and conditions set forth in the ordinance.

Rezoning Current and Proposed

Lot	Current Zoning	Proposed Zoning
126R	Multi-Family	Single Family Right of Way Active Open Space
OSP-118	Active/passive open space	Resource Conservation Active Open Space
OSP-126	Passive open space	Passive open space

Zoning Designations Current and Proposed

Lot	Current Density- Zoning Designation	Number of Units	Proposed Zoning Designation	Number of Units
126R	Condominium	44	Single Family	9
	Hotel	56		
	Hotel Efficiency	19		
	Employee Dormitory	17		
	Employee Apartment	5		
	Commercial	34,001 sq ft		
152R	Condominium	23	Condominiums	8
	Commercial	4,665 sq ft	Employee Condominium	1
			Commercial	*

**commercial and ancillary uses as allowed pursuant to the use table in the CDC.*

And with the following findings:

- 1. The proposed rezone is in general conformance with the future land use map.*
- 2. The proposed rezone and density transfer is consistent with the criteria for review.*
- 3. The proposed rezone and density transfer is consistent with the rezoning purpose and intent at 17.4.9.A and the density transfer purpose and intent at 17.4.10.A.*
- 4. The applicants will mitigate at a rate of 100% for all development and uses proposed on the properties.*
- 5. The one employee condominium proposed counts towards the mitigation requirements on lot 152R.*

And the following conditions:

- 1. All conditions of the approval of the Subdivision Application as set forth in Town Council Resolution No. 2023-__ (“**Subdivision Approval**”) are incorporated by reference as conditions of this approval.*
- 2. The Town and Developer shall enter into a Development Agreement in substantially the form set forth in Exhibit C, attached hereto, which shall incorporate by reference all conditions of this approval and the Subdivision Approval. The Town Manager is authorized to approve the final version of the Development Agreement and, upon such approval, the Development Agreement and all related documents necessary to*

effectuate the intent of this Ordinance may be executed by the Town Manager, Director of Community Development, Mayor, and Town Clerk, as appropriate or necessary.

- 3. The Developer is responsible for all dues, fees, and any taxes associated with the existing density and density once placed into the Density Bank.*
- 4. The open space locations and zoning will be consistent with the Replat associated with the Subdivision Approval.*
- 5. The Density Bank certificates will be issued concurrently with the recording of the Replat.*
- 6. If the employee zoning designation density is approved to be moved into the Density Bank, except for the one (1) Employee Condominium proposed, then the housing mitigation requirement is set at 100% for all buildings and relevant structures and uses on Lots 126R and 152R, as proposed to be replatted. This requirement will be outlined in the Development Agreement.*
- 7. The one (1) proposed Employee Condominium is subject to the affordable housing deed restriction requirements of the Mountain Village Municipal Code at 16.02.*
- 8. In the event that a use on the Property is contemplated outside of the CDC requirements in the condominium maps and/or governing documents, the Developer shall apply for such use via the appropriate Town process.*
- 9. Town Staff shall update the Mountain Village Zoning Map consistent with this approval and the Subdivision Approval.*
- 10. All representations of the Developer, whether within Rezoning or Subdivision Applications submittal materials or at the DRB or Town Council public hearings, are conditions of this approval.*

This motion is based on the evidence and testimony provided at a public hearing held on April 20, 2023, with notice of such hearing as required by the Community Development Code.

BASE Telluride

2022 Lots 126R | 152R Rezoning & Density Transfer Application

Original Submission: September 2022

Revised as of December 15th, 2022

And

Revised as of January 13th, 2023

And

Revised as of February 28th, 2023

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Development Narrative

BACKGROUND

In 2007, the Town of Mountain Village (“**Town**”) approved a Planned Use Development (“**2007 PUD**”) for Lot 152R, Lot 126R, OSP-118 and OSP-126 (collectively, the “**Property**”). The 2007 PUD approved the development of a detailed site-specific development plan for the Property as a hotel project with associated condominium units, commercial space and workforce housing (see Table 1 below) and included the transfer of additional density to the Property and several variances, including increased building heights, increased site coverage and massing. The 2007 PUD was approved under the Town’s Land Use Ordinance (“**LUO**”), which provided for a three-year approval period for the PUD and the associated vested rights. The 2007 PUD approval and associated vested rights were extended in 2010 and again in 2013 and ultimately expired on March 18, 2018.

On February 15, 2018, the Town and the then owner of the Property entered into a “Standstill Agreement” that provided for a period of time for the parties to explore potential Major PUD Amendments to the 2007 PUD under the Town’s Community Development Code (“**CDC**”) (which replaced the LUO in 2013). In connection with the Standstill Agreement, prior owners of the Property engaged in various open house styled discussions and work sessions with the Town and community to explore plans to reduce the density and intensity of the development of the PUD Property. An application for an amendment to the 2007 PUD was heard by Town Council on November 21, 2019 but was withdrawn by the applicant during the Town Council meeting given the concerns raised during public comment and by Town Council regarding the amount of density and the intensity of the development proposed by the applicant. The Standstill Agreement terminated as of June 15, 2020.

The 2007 PUD involved a replat of Lot 126, Lot 130, Lot 118 into replatted Lot 126R and the creation of new open space parcels OSP-118 and OSP-126. Lots 152A, 152B, 152C and portions of OS-1R were replatted into Lot 152R. Density allocated to the subject lots was rezoned and additional density was transferred onto the PUD Property and a detailed site-specific development plan was approved under the 2007 PUD. While the 2007 PUD has expired, the replat and density transfers approved under the 2007 PUD approvals were completed and recorded on October 12, 2007, resulting in the lot and parcel configurations, zoning and densities for the PUD Property as set forth in Table 1.

Base Telluride, LLC, a Colorado limited liability company (“**Base Telluride**” or “**Applicant**”) purchased the PUD Property in September 2021. Prior to closing on the purchase of the PUD Property, the Applicant engaged in discussions with neighboring property owners, community members and representatives of the Town in order to understand the neighborhood and community vision and goals related to the development of the Property and the concerns raised in connection with prior development proposals. The Applicant continued to engage in discussions with Town representatives, Town staff and consultants, neighboring property owners and community members after closing on the Property. Those discussions were invaluable and guided the Applicant’s development proposal to significantly reduce the density on both Lot 126R and Lot 152R and to rezone Lot 126R from Multi-family to Single Family and to reconsider the most meaningful relocation of trails to access Boomerang Trail.

In discussing development of the PUD Property with Town staff, it was recommended that the Applicant rezone the PUD Property prior to submitting Design Review applications for the PUD Property. Since the

Applicant proposes to rezone Lot 126R from Multi-family to Single Family, preserve OSP-126R as passive open space and to reconfigure and redistribute OSP-118, a Major Subdivision application must be processed concurrently with the Rezoning and Density Transfer application for the Property.

Table 1. Current Zoning and Density (2007 PUD)

LOT	ACREAGE	ZONE DISTRICT	ZONING DESIGNATION	NUMBER OF UNITS	PERSONS PER UNIT	TOTAL PERSONS
Lot 126R	3.11	Multi-family	Condominium	44	3	132
			Hotel	56	1.5	84
			Hotel Efficiency	19	2	38
			Employee Dorm	17	1	17
			Employee Apartment	5	3	15
			Commercial	34,001 sq.ft.		
Lot 152R	1.47		Condominium	23	3	69
			Commercial	4,665 sq. ft		
OSP-118	0.65	Active/ Passive Open Space ¹	Open Space			
OSP-126	0.26	Passive Open Space	Open Space			
		Total Persons				355

SUMMARY OF PROPOSED DEVELOPMENT & PROOF OF ADEQUATE DENSITY

The Applicant proposes to rezone and subdivide Lot 126R from Multi-family to nine (9) Single Family lots, reallocate OSP-118 and transfer the excess density into the Town of Mountain Village Density Bank in accordance with Tables 2.1, 2.2 and 2.3 below. 12 Condominium Units of Density will be rezoned to 9 Single Family. 1 Employee Apartment will be moved from Lot 126R to Lot 152R and rezoned to Employee Condominium.

Lot 152R will retain its current Multi-family zoning, however, the density will be significantly reduced from 23 Condominium Units to 8 Condominium Units. One Employee Apartment is being moved from Lot 126R to Lot 152R and rezoned to Employee Condominium.

Total persons of density for Lot 126R will be dramatically reduced from 286 persons to 36 persons and total persons of density for Lot 152R will be reduced from 69 persons to 24.

¹ There is some confusion as to whether OSP-118 was zoned as Active Open Space or Passive Open Space under the 2007 PUD. The 2007 PUD involved the construction and relocation of active recreational trails onto OSP-118, therefore, it is assumed that OSP-118 was intended to be zoned as Active Open Space as the recreational trails are consistent with the uses allowed for Active Open Space parcels. The CDC defines "Passive Open Space" as open space that is maintained in a natural, healthy state for *passive recreation uses*" Under the CDC, "Active Open Space" contemplates "active recreation uses".

Table 2.1 Proposed Zoning and Density

LOT	ACREAGE	ZONE DISTRICT	ZONING DESIGNATION	NUMBER OF UNITS	PERSONS PER UNIT	TOTAL PERSONS
Lot 126R-1	0.875	Single Family/Active Open Space	Single Family/Resource Conservation Active Open Space	1	4	4
Lot 126R-2	0.310	Single Family	Single Family	1	4	4
Lot 126R-3	0.213	Single Family	Single Family	1	4	4
Lot 126R-4	0.222	Single Family	Single Family	1	4	4
Lot 126R-5	0.201	Single Family	Single Family	1	4	4
Lot 126R-6	0.357	Single Family	Single Family	1	4	4
Lot 126R-7	0.459	Single Family/Passive Open Space	Single Family/Passive Open Space	1	4	4
Lot 126R-8	0.442	Single Family/Passive Open Space	Single Family/Passive Open Space	1	4	4
Lot 126R-9	0.502	Single Family/Passive Open Space	Single Family/Passive Open Space	1	4	4
Tract 126-A	0.442	Open Space/Active Open Space	Private Access Tract/Active Open Space			
Lot 152R-1	1.47	Multi-Family	Condominium	8	3	24
			Employee Condominium	1	2	3
		TOTAL PERSONS				63

Table 2.2 Lot 126R Density to be Rezoned

Density Units To be Rezoned	Number of Units	Persons per Unit	Total Persons
Condominiums Units to be rezoned to Single Family	12	3	36
Proposed Zoning Designation	Number of Units	Persons per Unit	Total Persons
Single Family	9	4	36

Table 2.3 Lot 126R Density to be Transferred to Density Bank

ZONING DESIGNATION	NUMBER OF UNITS	PERSONS PER UNIT	TOTAL PERSONS
Condominium	32	3	96
Hotel	56	1.5	84
Hotel Efficiency	19	2	38
	Total Free Market Persons		218
Employee Dorm	17	1	17
Employee Apartment	4	3	12
	Total Employee Persons		32
	Total Persons		250

Table 2.4 Lot 152R Density to be Transferred to Density Bank

ZONING DESIGNATION	NUMBER OF UNITS	PERSONS PER UNIT	TOTAL PERSONS
Condominium	15	3	45

LOT 126R

Lot 126R is proposed to be rezoned from one (1) Multi-family Lot and subdivided into nine (9) individual Single-Family Lots. All excess density will be moved to the Town of Mountain Village Density Bank, including most Employee Dorm and Employee Apartment units. One Employee Apartment on Lot 126R is proposed to be moved to Lot 152R and rezoned to Employee Condominium. Workforce Housing Requirements are discussed in further detail below.

LOT 152R

The Applicant is proposing to maintain the Multi-family zoning for Lot 152R but significantly reduce the density on the land. The proposed development includes eight (8) multi-family units accessed directly from County Club Drive and is proposing to transfer 15 Condominium Units of density from Lot 152R to the Town of Mountain Village Density Bank. The units are organized on the land to step with the topography of Country Club Drive and the adjacent golf course grades. Two story architectural roof forms step down to one story at the roadside creating a sense of varied mass and scale along the roadway. Two-car garages are anticipated to address multi-family parking within enclosed structures. The units are separated by landscape buffers in certain locations to allow for views through the development. A hammerhead will be provided to allow for cars to exit onto Country Club Drive facing traffic and avoiding backing up into the traffic. The existing wetland area is not proposed to be disturbed.

A sidewalk is proposed along the southside of Country Club Drive to connect pedestrians from Big Billy’s trail to allow for future connections along the roadway to the Village Center. Crosswalks are proposed to connect the center of 126R and 152R and allow for a connection to the re-aligned Boomerang Trail connection.

A club house is proposed as an accessory use to the multi-family land uses. The proposed programming includes bar and lounge areas available to club members, an office for a property manager, a kitchen to support small private events, and member gear storage.

One (1) Employee Apartment is being moved from Lot 126R to Lot 152R and rezoned to. Three (3) parking spaces are proposed for members and one (1) space for the employee condominium is also

included. Given the close proximity to the multi-family and single-family lots, this member parking is anticipated to be short-term in use. A hammerhead will be provided to allow for cars to exit onto Country Club Drive facing traffic and avoiding backing up into the traffic.

OPEN SPACE

The total acreage within currently platted OSP-118 and OSP-126 is 0.91 acres. The Town's 2012 Open Space Map references both open space parcels as Active Open Space, however the Development Agreement dated October 12, 2007 references OSP-126 as Passive Open Space and OSP-118 as Active/Passive Open Space.

As discussed above, OSP-126 is proposed to be vacated, however, the land area contained within OSP-126 will remain zoned as Passive Open Space. The land area of OSP-126 will be replatted into Single Family Lots 126-7 and 126-9 and those lots will have split zoning of Single Family and Passive Open Space.

OSP-118 is proposed to be vacated and replatted into Lot 126-1. A portion of OSP-118 consisting of 0.091 acres will be rezoned from Active/Passive Open Space to Single Family and merged into Lot 126-1. The Replacement Open Space required for the rezoning of 0.091 acres of OSP-118 to Single Family is created by rezoning 0.091 acres of Lot 126R from Multi-family to Passive Open Space and that land area will be incorporated into Lot 126-7, Lot 126-8 and Lot 126-9, which will have split zoning of Single Family and Passive Open Space. The remaining land area of OSP-118 which is being replatted into Lot 126R-1 consisting of 0.559 acres is proposed to be rezoned to Resource Conservation Active Open Space. Lot 126R-1 will have split zoning of Single Family and Resource Conservation Active Open Space.

Total Passive Open Space proposed by this Application is 0.346 acres (an increase of 0.091 acres) and is contained within Lots 126-7, 126-8 and 126-9. Total Resource Conservation Active Open Space proposed by this Application is 0.559 acres and is contained within Lot 126-1. Total Open Space is 0.91 acres, therefore, there is no net loss of Open Space under this Application.

WORKFORCE HOUSING

Lot 126R is currently allocated 17 Employee Dorm units and 5 Employee Apartments units of density. The 2007 PUD increased the number of workforce housing units from 18 units to 22 units to reflect the increased density and commercial space approved for the 2007 PUD hotel project. The Applicant is proposing to transfer one (1) Employee Apartment Unit from Lot 126R to Lot 152R and to transfer the 17 Employee Dorm and 4 Employee Apartment to the Town's Density Bank.

The nine Single Family lots proposed to be developed on Lot 126R is a substantial reduction from the 75 "hot bed" units, 44 condominium units and 34,000 square feet of commercial space down currently zoned for Lot 126R. As a result, the workforce housing needs for the proposed nine Single Family Lot development on Lot 126R is significantly reduced from the 2007 Hotel development and will be satisfied under the Town's recently adopted Workforce Housing Mitigation requirements.

The Applicant proposes to satisfy the workforce housing mitigation requirements for Lot 152R by constructing one (1) Employee Condominium on Lot 152R of approximately 400 square feet. Under the Town's current workforce housing mitigation requirements, the 8 Multi-family Condominium Units proposed for Lot 152R would require a net mitigation requirement of 64 square feet (for units constructed

within the Town boundaries), as set forth in the attached Affordable Housing Mitigation Calculator for Lot 152R. Constructing 400 square feet for one (1) Employee Condominium would also meet the town's future mitigation rate of 100% which would require a net mitigation of 255 square feet.

The workforce housing mitigation requirements for the Single Family lots developed on Lot 126R will be imposed in connection with each of the design review and building permit applications submitted for each of the nine Single Family Lots.

The CDC provides that “workforce housing density assigned to a lot on the official land use and density allocation list or by an effective resolution shall be built concurrent with any free-market units on that lot, and workforce housing density cannot be transferred to the density bank or to another lot unless the Town Council determines, in its sole discretion, that the workforce housing density cannot be built on site due to a practical hardship.”

The CDC does not define or provide any guidance on what constitutes a “practical hardship” in connection with the Town Council's determination of whether workforce housing density cannot be built on site due to a practical hardship. The CDC does not require that a variance be granted by Town Council, but rather Town Council must determine that a “practical hardship” exists. The workforce housing units originally allocated to Lot 126 and subsequently allocated to Lot 126R under the 2007 PUD were directly related to the allocation of a significant number of hotel density units and commercial square footage to be developed on the Property. The workforce housing units were deemed necessary to provide housing for employees that were generated from the hotel and commercial uses allocated and approved for Lot 126R. The elimination of all hotel and commercial uses for Lot 126R also eliminates the need for onsite workforce housing.

In May 2022, the Town amended the Workforce Housing Mitigation requirements in the CDC. Single family residential dwellings are now subject to the Workforce Housing Mitigation requirements. Lot 126R, as subdivided single-family lots, and Lot 152R, with free market Multi-family residential units, will be subject to the new Workforce Housing Mitigation requirements.

Requiring 9 Single Family lots to provide 22 workforce housing units would result in a “practical hardship” and would be inconsistent with the Town's regulations and policies under the CDC's Workforce Housing Mitigation requirements. There are no provisions or policies under the CDC or Comp Plan that would require or justify 22 workforce housing units to be provided by 9 single family lots.

The 1999 Settlement Agreement between the Town and San Miguel County (“**Settlement Agreement**”) includes a provision that requires workforce housing to be constructed on certain lots identified in Exhibit F to the Settlement Agreement. Neither Lot 126 or Lot 130 are listed in Exhibit F1 to the Settlement Agreement and are therefore not subject to the 1999 Settlement Agreement workforce housing requirements or contained within the original 15% employee housing requirement under the Telluride Mountain Village PUD approved by San Miguel County.

Accordingly, the transfer of workforce housing units currently allocated to Lot 126R to the Town of Mountain Village Density Bank is justified given the significance down zoning of Lot 126R and the imposition of the Workforce Housing Mitigation requirements under the CDC on Lot 152R and the newly created Single Family Lots.



AFFORDABLE HOUSING MITIGATION CALCULATOR

INSTRUCTIONS

1. Input project details and size for relevant development type(s) in green boxes
2. Resultant required housing mitigation/fee-in-lieu can be found in yellow boxes (total) and blue boxes (by mitigation type)
3. Enter amount of housing to be mitigated/fee to be paid by mitigation type in green boxes
4. Ensure total mitigation amount, accounting for all types, totals 100% of requirement

1. PROJECT & APPLICANT

Project Title	Lot 152R	Project Address	Lot 152R
Applicant Name		Applicant Address	
Applicant Phone		Applicant Email	
Date			

Year of land use application submittal (select one) 2022 25% of mitigation required

Net floor area of **commercial** space proposed: 0 sq. ft.

Number of **hotel/accommodation** units proposed: 0 units

Number of free market **multifamily** residential units proposed: 8 units

Net floor area of **single family** residential unit(s) proposed: 0 sq. ft.

2. CALCULATION OF MINIMUM AFFORDABLE HOUSING REQUIREMENTS

For commercial uses:
0 x 2.00 employees / 1,000 sq.ft. x 400 sq.ft./employee x 40% mitigation = 0 sq. ft. employee housing
net floor area or increase (sq. ft.)

For hotel and accommodation uses:
0 x 0.50 employees / unit x 400 sq.ft./employee x 40% mitigation = 0 sq. ft. employee housing
number of units

For multi-family residential and mixed-use residential uses:
8 x 0.19 employees / unit x 400 sq.ft./employee x 60% mitigation = 365 sq. ft. employee housing
number of units

For single family residential uses:
0 x 0.12 employees / 1,000 sq.ft. x 400 sq.ft./employee x 60% mitigation = 0 sq. ft. employee housing
net floor area or increase (sq. ft.)

TOTAL MINIMUM AFFORDABLE HOUSING REQUIREMENT = 365 sq. ft. employee housing

Figure 1a – Results of Affordable Housing Mitigation Calculator.

2. MITIGATION OPTIONS AND REQUIREMENTS

(Note that blue boxes represent mitigation required if all requirement is mitigated using that method)

	Total Employee Housing Required*			Net Required Mitigation
Units in Town				
Commercial:	0 sq. ft.	-30% discount		0 sq. ft.
Hotel and accommodation:	0 sq. ft.	-30% discount		0 sq. ft.
Multi-family residential and mixed-use residential:	91 sq. ft.	-30% discount		64 sq. ft.
Single family residential:	0 sq. ft.	-30% discount		0 sq. ft.
TOTAL MINIMUM AFFORDABLE HOUSING REQUIREMENT	91 sq. ft.	-30% discount		64 sq. ft.
Units Out of Town				
Commercial:	0 sq. ft.	-15% discount		0 sq. ft.
Hotel and accommodation:	0 sq. ft.	-15% discount		0 sq. ft.
Multi-family residential and mixed-use residential:	91 sq. ft.	-15% discount		78 sq. ft.
Single family residential:	0 sq. ft.	-15% discount		0 sq. ft.
TOTAL MINIMUM AFFORDABLE HOUSING REQUIREMENT	91 sq. ft.	-15% discount		78 sq. ft.
Fee in Lieu				
For commercial uses:	0 sq. ft.	0% discount	× \$606 /sq.ft.	\$0
For hotel and accommodation uses:	0 sq. ft.	0% discount	× \$606 /sq.ft.	\$0
For multi-family residential and mixed-use residential uses:	91 sq. ft.	0% discount	× \$606 /sq.ft.	\$55,267
For single family residential uses:	0 sq. ft.	0% discount	× \$606 /sq.ft.	\$0
TOTAL MINIMUM AFFORDABLE HOUSING REQUIREMENT	91 sq. ft.	0% discount	× \$606 /sq.ft.	\$55,267

* Accounts for phase-in of requirements, based on year of land use application submittal

3. PROPOSED METHODS OF MEETING AFFORDABLE HOUSING MINIMUM REQUIREMENTS

Fill in all that apply:			% of Requirement	Remainder to reach 100%
To be constructed within the Town of Mountain Village	400	sq. ft.	627%	-336 sq. ft.
To be constructed outside of the Town limits		sq. ft.	0%	-408 sq. ft.
Fees in Lieu to be paid			0%	-\$291,019
4. Mitigation Requirement Met			627%	

Figure 1b – Results of Affordable Housing Mitigation Calculator, continued.

RELOCATION OF GAS REGULATOR STATION

A gas regulator station is currently located on portions of Lot 126R and Lot 152R as shown in the photographs below. Representatives of the Applicant, Town staff and Black Hill's Energy have met onsite and discussed the relocation of the gas regulator station from its existing location. The Applicant is proposing to relocate the gas regulator stations within Lot 126R-2 as depicted in the diagrams below. Landscaping is proposed to buffer the regulator both from Country Club Drive and the Single Family lots adjacent to the regulator.



Figure 2 – Image of existing gas regulator station on Lot 126R shown in red box.

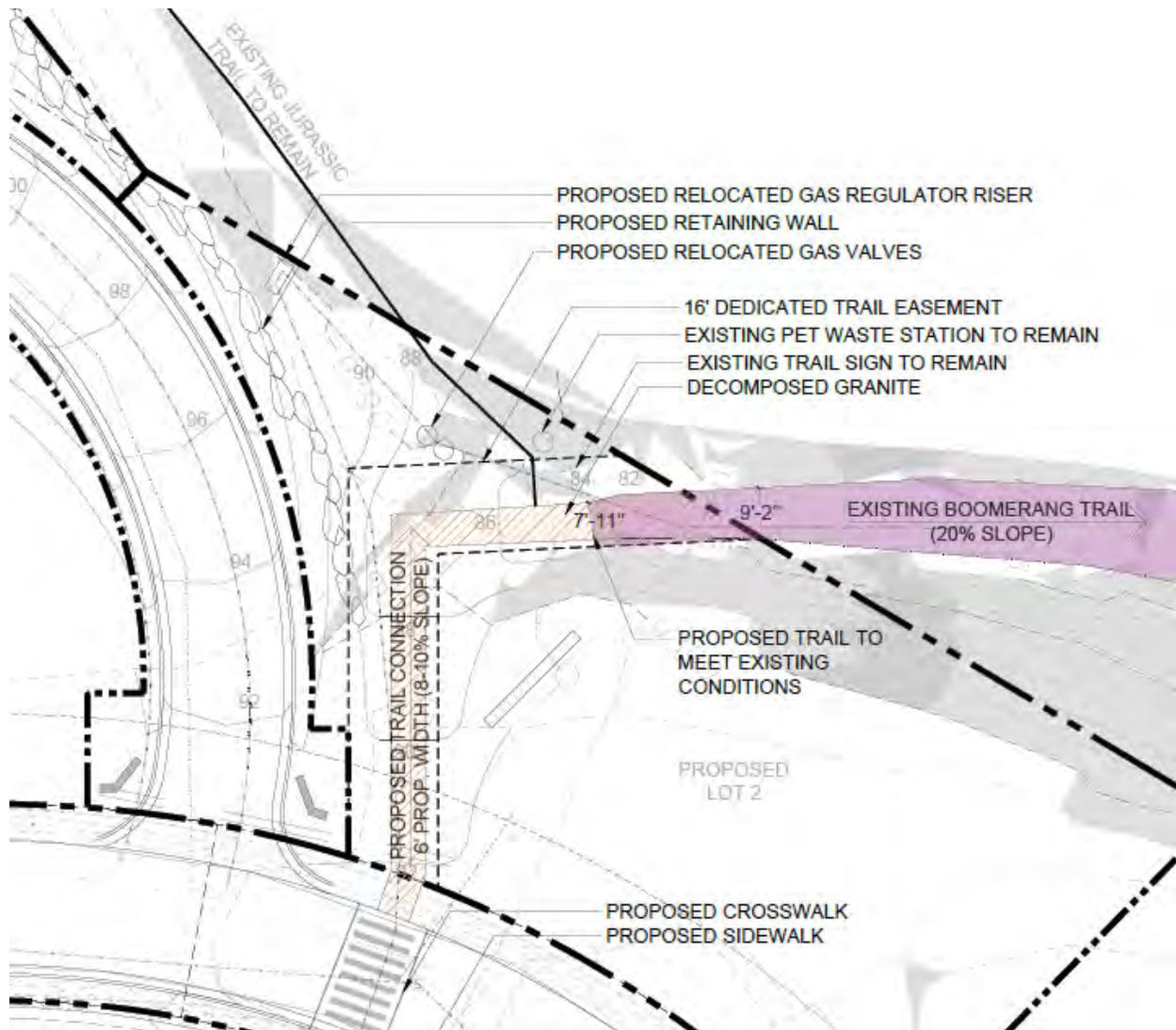


Figure 3 – Diagram showing relocation of existing gas regulator station on Lot 126.

BUILDING HEIGHT

Lot 152R will continue to be subject to the maximum height limitations for Multi-family lots under the CDC. The newly created Single Family lots on Lot 126R will be subject to the maximum height limits for Single Family lots, resulting in a reduction in the maximum heights allowed on Lot 126R from 48 feet to 35 feet.

LOT COVERAGE

Lot 152 R will continue to be subject to the lot coverage limitations under the CDC for Multi-family lots of 65%. The newly created Single Family lots will be subject to a maximum lot coverage of 40% under the CDC, which results in the reduction in the allowed lot coverage for Lot 126R from 60% to less than 40%.

GENERAL EASEMENTS

General Easements (“**GE**”) are currently platted along the boundaries of Lot 126R and Lot 152R that are adjacent to Country Club Drive (“**Country Club Drive GE’s**”). One additional GE is currently platted along the western boundary of Lot 126R (“**Western GE**”). The Applicant proposes to maintain all currently platted GE’s on the Property. An additional 16’ GE is proposed on the eastern boundary of Lot 126R-1. Internal 8’ general easements are proposed for the Single Family lots providing separation between the Single Family dwellings and additional room to run utilities (if needed) and to accommodate drainage, grading, and snow storage. Limited uses are proposed to be developed for the internal 8’ general easements through a development agreement with the Town.

Existing utilities are primarily located within the right-of-way of Country Club Drive and will remain there. Proposed utilities for the Single Family Lots will be run within the private Access Tract (Tract A) and within the internal general easements to the greatest extent possible.

PROPOSED LEGAL INSTRUMENTS AND SITE MAINTENANCE

The Applicant intends to develop both Lot 152R and the Lot 126R Single Family lots in an integrated development that will include the creation of a common interest community and an owner’s association for the entire Property. It is possible that two separate common interest communities will be created for the Lot 126R Single Family lots and the Lot 152R Multi-Family units. As part of this Major Subdivision Application and the concurrent Rezoning and Density Transfer Application (collectively, the “**Applications**”), the Applicant will guarantee that the Applicant and/or the owners association(s) created for the properties (as applicable), shall be solely responsible for: (i) construction of all subdivision improvements and private Access Tract 126R; and (ii) the maintenance, repair and replacement, including snow removal, for private Access Tract 126R, all driveways accessing Lot 152R and Single Family Lots 126R-1 and 126R-2 and all common elements which may ultimately be developed on the properties.

Restrictive plat notes will be included on the Replat of the Property to ensure compliance with the open space overlays on Single Family Lots 126-1, 126-7, 126-8 and 126-9 and development restrictions will also be included in any common interest community governing documents applicable to the Lot 126 Single Family lots.

The Applicant contemplates that these obligation and restrictions will be conditions of approval by Town Council of the Applications and will be memorialized in a Development Agreement between the Applicant and the Town and reflected in a Plat Note on the Replat. The conditions of the Development Agreement shall be included in any condominium documents required to be approved by the Town as Class 1 Application(s).

COMPLIANCE WITH ZONING AND LAND USE

Multi-family

All future development will adhere to building design, material, infrastructure, permitted accessory uses, site specific conditions and regulations in the Development Code applicable to Multi-family residential zones and design to minimize impacts to the existing environment, natural resources, and character of the area. Buffering through general easements, open space as well as landscaping will provide separation and screening from trail connections, adjacent land uses and existing residential development.

A club house is being proposed on Lot 152R that will serve the Applicant's residential community.

Single-family

All future development will adhere to building design, material, infrastructure, permitted accessory uses, site specific conditions and regulations in the Development Code applicable to Single-family residential zones and design to minimize impacts to the existing environment, natural resources, and character of the area. Buffering through general easement, open space as well as landscaping will provide separation and screening from trail connections, adjacent land uses and existing residential development.

Open space

No development will occur within the Passive Open Space and Active Open Space overlay areas on Single Family Lot 126-1, 126-7, 126-8, 126-9, except as may be permitted in the CDC for the respective open space zoning designations including cross-country, nordic skiing, storm drain infrastructure, forest management, enhancement (additional tree planting) and fire mitigation (tree removal), landscaping infrastructure (metal edging, irrigation,), nature center, trails (such as mulch, sandset pavers or other softscape materials), and infrastructure.

The development proposes to enhance pedestrian and bicycle connectivity to existing community wide trails. Landscaping in the form of boulders, trees, shrubs, as well as other plantings will be used with the general easements and open space to buffer/screen open space and trails and both existing and proposed development. No proposed exterior lighting to be provided on open space. Noise will be limited to trail users and any equipment used for maintenance and wildfire mitigation and prevention.

TRAIL CONNECTION/EASEMENT

The proposed trail connection realignment follows the existing topography and connects to the Boomerang and Jurassic trail to maintain connectivity through an accessible slope for both pedestrians, bicyclists, Town of Mountain Village snowcat access and other trails.

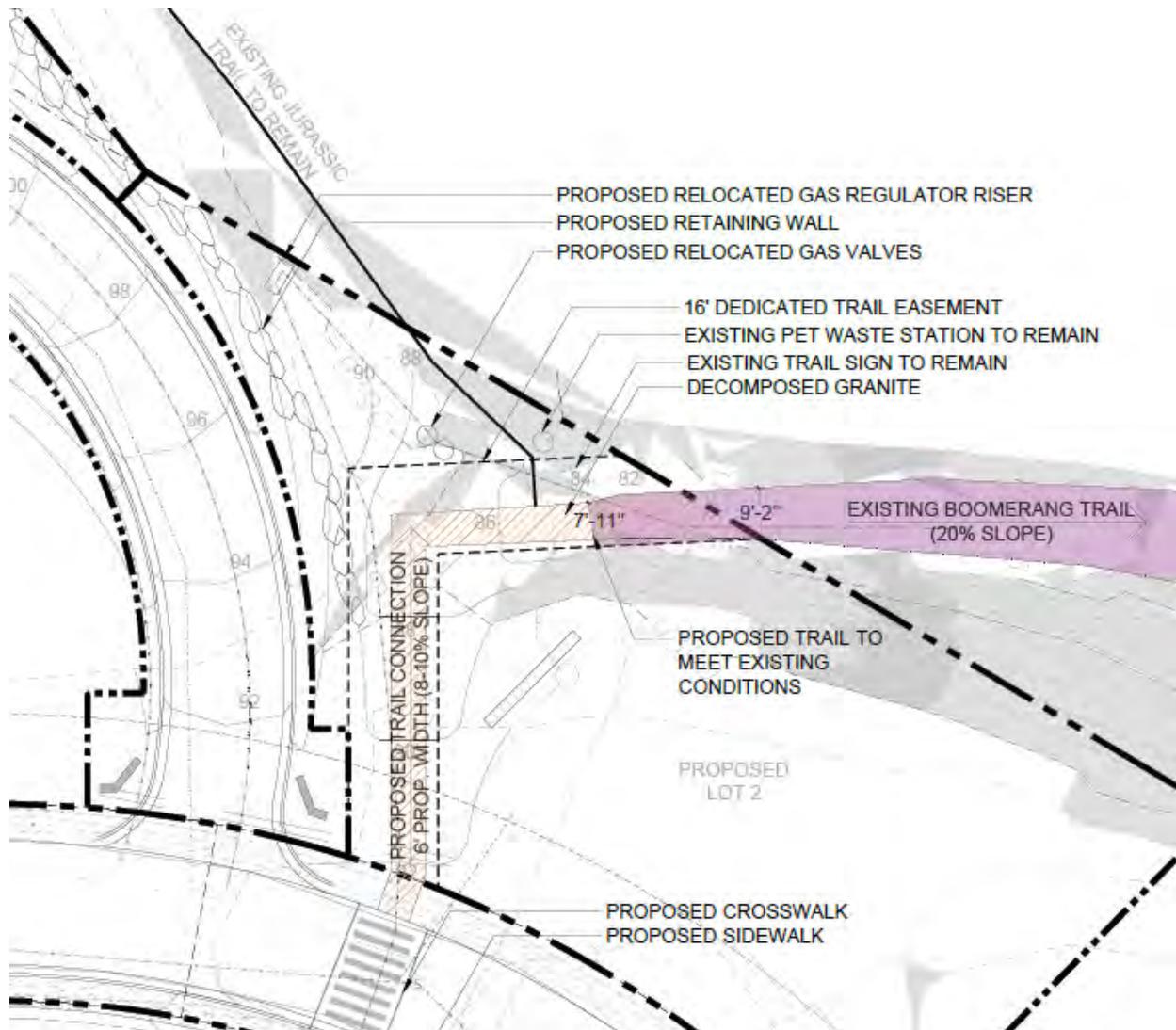


Figure 5 – Image showing proposed easement and trail connection to Jurassic and Boomerang trails.

DESIGN OF LOTS

All new development has been designed and developed by licensed professionals and meets all new subdivision regulations to ensure that all development provides adequate infrastructure, fits into the natural conditions of a site, and avoids land with development constraints. Both the proposed subdivision and open spaces have considered adjacent developments with sensitivity and has provided general easements and landscaping to provide buffering and screening.

A geotechnical report previously completed in 2007 by Professional Service Industries, Inc. for Lots 126R and 152R has been included with the package (see Exhibit C). During that time both lots were deemed suitable for development by the geotechnical report.

All lots within subdivision have been designed to have solar access. Proposed development meets development patterns envisioned in the Comprehensive Plan. The design of the lots was in consideration of the steep slopes on Lot 126R. The proposed private Access Tract is topographically positioned to

provide site development access to uphill and downhill lots. Disturbance to steep slopes will be minimized to the greatest extent possible by stepping architectural finished floor elevations with the existing topography, balancing the use of retaining walls and grading and revegetating all disturbed slopes. The building area on each lot is adequate for development and meets the requirements set forth by the Subdivision Regulations. The design of the lots also considered both the utility service and utility system design as well as the capacity by working with the utility company to ensure requirements and standards were met with the proposed development and is verified in the attached Proof of Adequate utilities.

PRACTICABLE ALTERNATIVES ANALYSIS: PER SECTION 17.6.1 ENVIRONMENTAL REGULATIONS

126R and 152R are platted with general easements, slopes greater than 30%, and an existing wetland on Lot 152R. There are no wetlands that exist on Lot 126R. The proposed development has considered including the following:

- Wetlands: No disturbance is proposed to the wetland on Lot 152R.
- 126R General Easements: A sixteen foot (16') general easement is currently platted along Country Club Drive and the western property boundary. No changes to general easements are proposed. Driveway access in 126R is minimized by creation of a shared private Access Tract for seven of the nine lots. A stair and sidewalk connection are considered to connect pedestrians to the adjacent accessory use club house on 152R. The access drive and driveways for proposed Lots 1 and 2 are proposed to cross perpendicular to the easement setback area. Accessways do not exceed minimum Town standards for construction. Proposed utilities primarily follow the private Access Tract alignment. Address monuments are anticipated within the general easement and proposed private Access Tract. Natural landscaping without any man-made materials or hardscape (with the exception of the stair and sidewalk crossing) are anticipated. One trail connection from Country Club Drive to the Boomerang Trail is proposed to cross the general easement along the western portion of Lot 2 within an easement.
- 152R General Easements: A sixteen foot (16') general easement is currently platted along Country Club Drive. No change is proposed to the general easement. Driveways with hammerhead turnarounds are proposed within the general easement to provide garage access and allow for vehicles to exit facing Country Club Drive. To sidewalk is proposed along Country Club Drive with a minor overlap into the general easement. Most of the sidewalk is located in the Country Club Drive right-of-way. The Applicant is requesting to park one (1) workforce housing unit and three (3) parking spaces for the accessory use clubhouse within the general easement.
- Slopes Greater than 30%: Slopes greater than 30% are found in 126R and 152R, with a significant portion of the steep slopes believed to be manmade with the grading and creation of Country Club Drive. The proposed private Access Tract on 126R is topographically positioned to meet the Town's roadway engineering standards, position access along a topographic bench on the land with slopes less than 30% and limit development towards the ridgeline. Development in the steep slopes is significantly reduced with the downzone and density transfer anticipated by the development. The Town's Future Land Use Map anticipates development on 126R, land area that cannot be developed without disturbance to steep slopes. The proposed disturbance is minimized

to the greatest extent practical. A previous geotechnical report has been submitted, demonstrating no practical concern to building within the manmade and naturally occurring steep slopes greater than 30%.

WATER, SEWAGE DISPOSAL AND UTILITIES

The proposed development has included a landscape architect and civil engineer on the design team who have worked closely with the utility company to confirm and provide adequate public facilities and services for single-family homes and multi-family as well as the proposed clubhouse facilities. All water, sewer disposal and utility improvements have been located underground and designed by a Colorado state licensed engineer to meet all necessary requirements. Any required above ground facilities will be screened with landscaping.

SUBDIVISION, ROAD AND DRIVEWAY NAMING REQUIREMENTS

Final subdivision plat will abide by all required subdivision, road and driveway naming requirements.

PROPOSED ROADS, DRIVEWAYS AND CONNECTIVITY

The development has provided access to each Single Family lot in the proposed subdivision which has been designed and engineered to be consistent with the Access Tract standards, Subdivision regulations and other applicable provisions of the CDC. Design and layout of the private Access Tract and circulation including public, emergency, construction, maintenance, and service access was thoughtfully considered throughout the design process so that it is safe, efficient, adequate and meets standards set by the Town and requirements for emergency vehicle access and turnaround.

The Access Tract through the proposed subdivision will be a private Access Tract in terms of construction and maintenance. The Applicant and/or applicable owners' association shall be responsible for the removal of all snow from the sidewalk and driveways/curb cuts off Country Club Drive and the private Access Tract. The proposed private Access Tract has been designed according to the access tract standards set forth in the CDC. The private Access Tract shall be graded to max slope of eight percent (8%) with the first twenty feet (20') from the edge of Country Club Drive not exceeding a five percent (5%) slope. The proposed private Access Tract has been designed to meet the minimum roadway width of twenty feet (20') with ten feet (10') lanes and two feet (2') curb and gutters flanking both sides. The proposed private Access Tract also has been designed to meet all code requirements set forth by the CDC and building codes for emergency vehicular access and turnaround. All other lots are accessible by emergency access vehicles via Country Club Drive.

The Applicant will comply with all traffic control and safety devices as required by the Manual of Uniform Traffic Control Devices as well as any other street improvement that may be associated with the proposed subdivision.

A revegetation plan included in the Conceptual Landscaping Plan drawings details areas to be reseeded following proposed development as well as areas of proposed landscape screening and buffering.

Adjacent to active open space parcels owned by TSG, as well as numerous hiking and biking trails, the proposed development seeks to enhance connectivity to the abundance of recreation amenities for both residents and visitors by providing safe and meaningful trail connections for the community. The design of the lots looked at ways to enhance existing trail connections and future connectivity to the Village

Center. To accomplish this the development is proposing a five and a half feet (5.5') sidewalk with a six inch (6") curb for total of six feet (6') width, along 152R mostly falling within the right-of-way of Country Club Drive and crosswalks to safely connect pedestrians and cyclists from Big Billie's trail to both Jurassic and Boomerang trail, other amenities/recreational opportunities, and planning for future connectivity to the Village Center. To further enhance the safety of those crossing Country Club Drive, a crosswalk will be made of an alternative paving material than the road as well as include striping for traffic calming. The development also proposes extending the sidewalk beyond the property boundary of Lot 152R to connect to Big Billie's trail to the nearby trail connections. Access to Boomerang and Jurassic trails has been maintained and enhanced through a single proposed trail connection that will link users to both trail systems and will minimize disturbance of the natural terrain. The proposed sidewalk to be located adjacent to Lot 152R encourages sidewalk connections if implemented by the town in the future.

ENTRY MONUMENT

The Applicant anticipates the development of an entry monument and landscaping on both sides of the private Access Tract where it meets Country Club Drive. The entry monument is located adjacent to proposed Lot 126-2 and Lot 125-3 and is positioned in such a way that it is visible to vehicular/pedestrian traffic from both directions of Country Club Drive without impeding vehicular line of sight. Design of the entry monuments will be determined in future project phases.

PRESERVATION OF RIDGELINES

According to CDC 17.5.16, lot 126R is a ridgeline lot. To preserve and protect distinctive natural resources and critical views, development on Lot 126R will abide by all ridgeline development and exterior lighting provisions and requirements set forth in the code for ridgeline lots including; varied facades, stepping foundations with the hillside to minimize cut, fill and vegetation removal, utilizing building and roof colors found naturally and to blend with the hillside. Reflective materials are not anticipated. Use of exterior lights on the east side of buildings will be minimized to the extent practical. All light will be shielded and recessed.

Compliance

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The current Town of Mountain Village Comprehensive Plan (“**Comp Plan**”) does not provide any site-specific policies or goals for Lot 152R or Lot 126R, however, the Future Land Use Plan set forth in the Comp Plan contemplates that both Lot 152R and Lot 126R will maintain their current multi-family zoning and Lot 126R is identified as being suitable for mixed use commercial development. Lots 126R and 152R are not within any of the Subareas identified in the Comp Plan.

The Town has been in the process of updating the Comp Plan commencing since early 2021. The Applicant representatives have had several discussions with Town representatives regarding updates to the Future Land Use Map in the Comp Plan for Lot 126R to reflect the neighborhood and community public comments made and concerns raised during the Comp Plan amendment process to allow for Single Family zoning on Lot 126R. The Applicant’s requested Comp Plan amendments discussed with Town staff and consultants are consistent with the feedback provided by neighboring property owners and by Town Council during (i) the July 18, 2019 Town Council work session reviewing a development proposal submitted by a prior owner of the Property to develop 46 Condominium Units and 3,000 square feet of commercial space on Lot 126R and 21 Condominium Units on Lot 152R, and (ii) the November 21, 2019 Town Council hearing considering an amendment to the 2007 PUD proposing 34 Condominium units on Lot 152R and 15 Condominium Units on Lot 126R.

It is the Applicant’s understanding that the Future Land Use Map to be incorporated into the amendments to the Comp Plan adopted by Town Council will address the Multi-Family zoning for Lot 126R to be consistent with the Applicant’s proposed development.

The proposed development seeks to provide a high-quality of life not only for its residents but also for the surrounding community as well as visitors. The proposed subdivision plan for Lot 126R proposes to activate the currently vacant lots through the enhancement of community connections and access to recreational amenities while maintaining and preserving existing open space. With direct access to world-class skiing, golf, biking, hiking and numerous other recreation opportunities, the Applicant seeks to enhance this access through the development of lots 126R by providing safe and meaningful trail connections for the town of Mountain Village community as well as residents and visitors. Open space has been maintained as well as current trail connections to provide access to the public trail system through the town of Mountain Village as well as connections to the community of Telluride which further supports the community’s ‘recreational backbone’.

Alpine character preservation will be integrated from the beginning as the development works with the natural topography as well as existing neighborhood context and amenities. Proposed development seeks to blend into the existing community by proposing development that aligns with current adjacent land uses and character of the area. Environmental impacts to the lots have been minimized by ensuring that the proposed development integrates into the existing site topography as well as through the preservation and protection of an existing wetland on Lot 152R.

Density of this project has been significantly reduced to align with the community and neighbors preferred vision. Proposed rezoning and subdivision of Lot 126R will cluster nine single family lots along the north side of Country Club Drive. Lot 126R-7, Lot 126R-8 and Lot 126R-9 will continue split zoning that will include OSP-126 along the ridgeline and north edges of Lot 126R adjacent to existing open space. This will protect ridgeline views and providing a buffer between the Jurassic Trail. While the boundaries of the existing open space have been restructured there has been no change between the total existing and proposed acreage of Passive Open Space of Lot 126R.

The goal of this project is to foster a vibrant and sustainable, year-round residential community for its residents through access to world class recreation and services as well as through thoughtful integration of the development into the existing neighborhood, community and surrounding natural environment. Refer to development narrative for compliance.

Economic Development

The development strives to foster a ‘vibrant, sustainable, year-round community’ for its residents through the connections and access to world class recreation, services as well as through thoughtful integration of development into the existing neighborhood and surrounding context.

Land Use

Lots 126R and 152R have been previously in the Comprehensive plan as an area for growth and more specifically mixed-use commercial development within a multi-unit project however, previously proposed development that abides by density standards has been previously identified by both the town and neighborhood as inappropriate in this area. The proposed development seeks to approach these lots in a different more holistic manner by decreasing the density to nine (9) single-family lots on Lot 126R and one (1) multi-family lots on 152R along with a GE to compliment adjacent residential and recreational land uses, while working to protect both the existing residential as well as recreation experience found in Mountain Village. Density allocations in excess of requirements for the proposed zoning designation will be transferred to the density bank. The environmental impacts to the lots have been minimized by ensuring that the proposed development fits within its existing environment and character of the area.

Passive open space has been preserved and maintained on Lot 126R Development on the lot 126R single family lots will adhere to Ridgeline Development Regulations to minimize visual impacts and building heights will be reduced to the single family lot maximum building heights resulting in further protect of visual impacts.

Acting as a gateway to a comprehensive trail network including enhanced connectivity to the Boomerang and Jurassic trails and to the valley floor. A public trail connection through Lot 126R is proposed to maintain access to public trails that connect through Mountain Village as well as connect the community to Telluride which further supports the community’s recreational backbone. Adjacent to Telluride Golf the subdivision seeks to enhance the recreation access and connectivity to amenities for both residents and visitors. Alpine character preservation will be integrated from the beginning as the development works with the natural topography and existing amenities.

All new development has been designed and developed by licensed professionals and meets all new subdivision regulations to ensure that all development provides adequate infrastructure, fits into the natural conditions of a site, and avoids land with development constraints. Both the proposed subdivision and open spaces have considered adjacent developments with sensitivity and has provided general easements and landscaping to provide buffering and screening.

Deed Restricted Housing

The development will comply with the Workforce Housing Mitigation requirements set forth in Section 17.3.9 of the CDC.

Natural Environment

Disturbance to existing wetlands has been avoided and open space has been developed around them to avoid future disturbance while maintaining the quality. Natural drainage paths have also been maintained where applicable. Proposed development preserves the acreage of existing open space as well as existing tree canopy and forest. Proposed development avoids steep slopes to the greatest extent possible while enhancing pedestrian circulation to trails and the village center. Increased trail connections will help to decrease the need for vehicular traffic therefore helping to improve the local air quality. Maintaining the existing tree canopy also provide benefits to both local air quality and climate.

Open Space and Recreation

The proposed development seeks to provide a high-quality of life not only for its residents by also for the community and visitors. The plan provides access to world-class recreation and integrates itself into the community. Proposed development maintains current open space acreage. Proposed ridgeline development protects views and minimizes visual impacts through the use of landscape screening and buffering. Addition of open space and enhanced pedestrian and bicycle circulation and connections to existing community wide trails. Proposed lot design carefully considered adjacent open space and recreational opportunities to reduce impact to both the residents and users of these including analysis of golf buffers to reduce impact to residential lots as well as players.

Cultural Enhancement

Not applicable.

Infrastructure

The proposed development has included a Landscape Architect and Civil Engineer on the design team who have worked closely with the utility company to confirm and provide adequate public facilities and services, including emergency services, for future development of single-family and multi-residential homes as well as the proposed clubhouse facilities.

Addition of a sidewalk, gravel path and public trail easement seek to enhance the existing pedestrian and bicycle circulation and both current and future connections to existing community wide trails, bike lanes and sidewalks. Town of Mountain Village snowcat access on the Boomerang trail has been maintained for recreational trail grooming at the valley floor through the public trail easement during the winter months.

Responsive Governance

Not applicable.

REZONING AND DENSITY TRANSFER CRITERIA

Pursuant to CDC Section 17.4.9, the following criteria shall be met for the review authority to approve a rezoning development application:

- a. **The proposed rezoning is in general conformance with the goals, policies and provisions of the Comprehensive Plan;**

Response:

The proposed development seeks to provide an economically and socially vibrant development that will offer a variety of residential typologies, open space and trail connections that will benefit both full and part-time residents as well as visitors. Although this area was targeted for growth in the Comprehensive Plan, previously proposed development that abides by density standards was identified by both the town and neighborhood as inappropriate in this area. Through well-built and well-designed infrastructure, community services, and environmental stewardship; the proposed development seeks to approach these lots in a different, more holistic manner than previously to protect both the existing residential as well as the world-class recreation experience found in Mountain Village. Refer to the Compliance with Comprehensive Plan section for additional information.

- b. **The proposed rezoning is consistent with the Zoning and Land Use Regulations;**

Response:

Proposed development is not requesting any variances regarding the road, height of buildings, ridgeline requirements, etc. and will abide by all standards set forth in the CDC. Refer to Development Narrative for compliance.

- c. **The proposed rezoning meets the Comprehensive Plan project standards;**

Response:

The proposed rezoning meeting the project standards set forth by the Comprehensive Plan. Refer to Development Narrative for compliance.

- d. **The proposed rezoning is consistent with public health, safety and welfare, as well as efficiency and economy in the use of land and its resources;**

Response:

All new development has been designed and developed by Colorado licensed professionals and meets all new regulations to ensure that all development is consistent with public health, safety, and welfare. In addition to that all proposed development fits into the natural conditions of a site, avoids land development constraints and protects steep slopes, ridgelines, wetlands, and open space while enhancing local trail connectivity for both residents and visitors. Refer to Development Narrative for compliance.

- e. **The proposed rezoning is justified because there is an error in the current zoning, there have been changes in conditions in the vicinity or there are specific policies in the Comprehensive Plan that contemplate the rezoning;**

Response:

Lots 126R and 152R are both currently zoned as multi-family residential, with a total density of 355 and have been identified as an area for growth and more specifically mixed-use commercial development within a multi-unit project. However, previously proposed development that abides by density standards

was previously identified by both the town and neighborhood as inappropriate in this area. The proposed development seeks to approach these lots in a different more holistic manner by rezoning Lot 126R from Multi-family lot and decreasing the density to nine (9) single-family lots. In lot 152R, the development proposes to maintain the Multi-family zoning. The development proposes to transfer Condominium Units of density from Lot 152R to the Town of Mountain Village Density Bank. Refer to Development Narrative for compliance.

- f. **Adequate public facilities and services are available to serve the intended land uses.**

Response:

The proposed development has included a landscape architect and civil engineer on the design team who have worked closely with the utility company to confirm and provide adequate public facilities and services for future development of single-family and multi-family homes as well as the proposed clubhouse facilities. A letter from the utility company has been included in this package. Refer to Development Narrative for compliance.

- g. **The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and**

Response:

The proposed development has been carefully designed to consider both pedestrian and vehicular hazards as well as congestion. circulation is designed to connect existing trail systems, through the use of sidewalks, pedestrian paths as well as a striped crosswalk, that is located in an area away from the curve on Country Club Drive to ensure visibility and pedestrian safety. Refer to Development Narrative for compliance.

- h. **The proposed rezoning meets all applicable Town regulations and standards.**

Response:

The proposed subdivision is consistent with all applicable Town regulations and standards. Refer to Development Narrative for compliance.

CDC Section 17.4.10 provides that the following criteria shall be met for the Review Authority to approve a ***density transfer***:

- a. **The criteria for decision for a rezoning are met, since such density transfer must be processed concurrently with a rezoning development application (except for MPUD development applications);**

Response:

The proposed development meets all rezoning criteria per the CDC and is being processed concurrently with the Density transfer. Refer to Development Narrative for compliance.

- b. **The density transfer meets the density transfer and density bank policies; and**

Response:

The proposed density transfer meets the density transfer and bank policies as outlined by the CDC. Refer to Development Narrative for compliance.

- c. **The proposed density transfer meets all applicable Town regulations and standards.**

Response:

The proposed density transfer is consistent with all applicable Town regulations and standards. Refer to Development Narrative for compliance.

Supplemental Exhibits

Exhibit A – Proof of Ownership | Title Report
[ATTACHED]



December 29, 2022

Town of Mountain Village

Michelle Haynes,

As of 8:00 am today, December 29, 2022 there have been no changes or additions to the title work as shown in our Owner's Title Policy for Base Telluride LLC, a Colorado limited liability company, known as LTGC File 86011690.

If you need further assistance, do not hesitate to give me a call.

Sincerely,

Robin M. Watkinson, VP
Land Title Guarantee Company
970-728-1023



LAND TITLE GUARANTEE COMPANY

Date: November 10, 2021

Subject: Attached Title Policy BASE TELLURIDE LLC, A COLORADO LIMITED LIABILITY COMPANY for (VACANT LAND) COUNTRY CLUB DRIVE, MOUNTAIN VILLAGE, CO 81435

Enclosed please find the Owner's Title Insurance Policy for your purchase of the property listed above.

This title policy is the final step in your real estate transaction, and we want to take a moment to remind you of its importance. Please review all information in this document carefully and be sure to safeguard this policy along with your other legal documents.

Your owner's policy insures you as long as you own the property and requires no additional premium payments.

Please feel free to contact any member of our staff if you have questions or concerns regarding your policy, or you may contact Commercial Title Dept. at (303) 850-4158 or _____

As a Colorado-owned and operated title company for over 50 years, with offices throughout the state, we take pride in serving our customers one transaction at a time. We sincerely appreciate your business and welcome the opportunity to assist you with any future real estate needs. Not only will Land Title be able to provide you with the title services quickly and professionally, but you may also be entitled to a discount on title premiums if you sell or refinance the property described in the enclosed policy.

Thank you for giving us the opportunity to work with you on this transaction. We look forward to serving you again in the future.

Sincerely,

Land Title Guarantee Company



OWNER'S POLICY OF TITLE INSURANCE

ANY NOTICE OF CLAIM AND ANY OTHER NOTICE OR STATEMENT IN WRITING REQUIRED TO BE GIVEN TO THE COMPANY UNDER THIS POLICY MUST BE GIVEN TO THE COMPANY AT THE ADDRESS SHOWN IN SECTION 18 OF THE CONDITIONS.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (the "Company"), insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the title; This covered Risk includes but is not limited to insurance against loss from
 - a. A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - b. The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

Issued by:

Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880

Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *C. Monroe* President
Attest *David Wold* Secretary

AMERICAN
LAND TITLE
ASSOCIATION



EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- (1)(a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- (2) Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- (3) Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- (4) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- (5) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
 - (2) if the grantee wholly owns the named Insured.
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenue, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A. "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be

liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligation to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in the subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons, Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim or loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law; The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum; Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 400 Second Avenue South, Minneapolis, Minnesota 55401 (612)371-1111.

ANTI-FRAUD STATEMENT: Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

This anti-fraud statement is affixed to and made a part of this policy.

Old Republic National Title Insurance Company
Schedule A

Order Number: ABS86011690

Policy No.: OX86011690.6059336

Amount of Insurance: \$10,500,000.00

Property Address:

(VACANT LAND) COUNTRY CLUB DRIVE, MOUNTAIN VILLAGE, CO 81435

1. Policy Date:

September 21, 2021 at 10:09 A.M.

2. Name of Insured:

BASE TELLURIDE LLC, A COLORADO LIMITED LIABILITY COMPANY

3. The estate or interest in the Land described in this Schedule and which is covered by this policy is:

A FEE SIMPLE, AS TO PARCEL A AND AN EASEMENT, AS TO PARCELS B, C, D, E, F, G, H AND I

4. Title to the estate or interest covered by this policy at the date is vested in:

BASE TELLURIDE LLC, A COLORADO LIMITED LIABILITY COMPANY

5. The Land referred to in this Policy is described as follows:

PARCEL A:

LOT 126R, LOT 152R, TRACT OSP-118 AND TRACT OSP-126, TELLURIDE MOUNTAIN VILLAGE, AS SHOWN ON A REPLAT OF LOTS 118, 126, 130, 152A, 152B, 152C, AND TRACT OS-1, TOWN OF MOUNTAIN VILLAGE, RECORDED OCTOBER 12, 2007 IN PLAT BOOK 1 AT PAGE [3869](#), COUNTY OF SAN MIGUEL, STATE OF COLORADO.

PARCEL B:

NON-EXCLUSIVE EASEMENTS FOR INSTALLATION, CONSTRUCTION, USE, MAINTENANCE, REPAIR AND REPLACEMENT OF A SKI TRAIL ALL AS SET FORTH AND GRANTED IN SKIER ACCESS AND IMPROVEMENT EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397464](#).

PARCEL C:

NON-EXCLUSIVE EASEMENTS FOR ACCESS FOR EXCAVATION, CLEARING AND GRADING, PLACEMENT AND MAINTENANCE OF SILT FENCES, STRAW BALE BARRIERS, TEMPORARY BERMS, SEDIMENT TRAPS AND VEGETATIVE BUFFER ZONES ALL AS SET FORTH AND GRANTED IN CONSTRUCTION AND MAINTENANCE EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397465](#).

Old Republic National Title Insurance Company

Schedule A

PARCEL D:

NON-EXCLUSIVE EASEMENTS FOR PEDESTRIAN ACCESS ALL AS SET FORTH AND GRANTED IN GOLF CART AND PEDESTRIAN ACCESS EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397466](#).

PARCEL E:

NON-EXCLUSIVE EASEMENTS FOR INSTALLATION, EXTENSION, OPERATION, INSPECTION, REPAIR, MAINTENANCE AND UPGRADING OF UTILITIES ALL AS SET FORTH AND GRANTED IN UTILITY AND STORMWATER MANAGEMENT EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397467](#).

PARCEL F:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, DESIGN, CONSTRUCTION, RELOCATION, INSTALLATION, GRADING, GROOMING, LANDSCAPING, MAINTENANCE AND IMPROVEMENT OF A MULTIPLE USE RECREATIONAL TRAIL ALL AS SET FORTH AND GRANTED IN JURASSIC TRAIL EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397469](#).

PARCEL G:

NON-EXCLUSIVE EASEMENTS FOR DESIGN, INSTALLATION AND MAINTENANCE OF CERTAIN HISTORICAL AND GEOGRAPHICAL INTERPRETIVE FEATURES AND FACILITIES OF A PERMANENT NATURE ALL AS SET FORTH AND GRANTED IN INTERPRETIVE EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397470](#).

PARCEL H:

NON-EXCLUSIVE EASEMENTS FOR INSTALLATION, CONSTRUCTION, USE, OPERATION, MANAGEMENT, MAINTENANCE, REPAIR AND REPLACEMENT OF A SIDEWALK AND RELATED FACILITIES ALL AS SET FORTH AND GRANTED IN PEDESTRIAN SIDEWALK EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397471](#).

PARCEL I:

NON-EXCLUSIVE EASEMENTS FOR DESIGN, RELOCATION, INSTALLATION, CONSTRUCTION AND GRADING OF A TRAIL AND RELATED FACILITIES ALL AS SET FORTH AND GRANTED IN BOOMERANG ROAD/TRAIL FACILITIES EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397472](#).

PARCEL J:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, DESIGN, CONSTRUCTION, RELOCATION, INSTALLATION,

Old Republic National Title Insurance Company

Schedule A

GRADING, GROOMING, LANDSCAPING, MAINTENANCE AND IMPROVEMENT OF A PEDESTRIAN BRIDGE EASEMENT ALL AS SET FORTH AND GRANTED IN PEDESTRIAN BRIDGE AIRSPACE EASEMENT AGREEMENT RECORDED SEPTEMBER 5, 2006 UNDER RECEPTION NO. [386592](#).

PARCEL K:

NON-EXCLUSIVE EASEMENTS FOR INSTALLATION, EXTENSION, OPERATION, INSPECTION, REPAIR, MAINTENANCE AND UPGRADING OF UTILITIES ALL AS SET FORTH AND GRANTED IN UTILITY EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397462](#)

PARCEL L:

NON-EXCLUSIVE EASEMENTS FOR ACCESS, DESIGN, CONSTRUCTION, RELOCATION, INSTALLATION, GRADING, GROOMING, LANDSCAPING, MAINTENANCE AND IMPROVEMENT OF COUNTRY CLUB DRIVE ROAD ALL AS SET FORTH AND GRANTED IN PUBLIC ROAD EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397463](#).

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**AMERICAN
LAND TITLE
ASSOCIATION**



Old Republic National Title Insurance Company

(Schedule B)

Order Number: ABS86011690

Policy No.: OX86011690.6059336

This policy does not insure against loss or damage by reason of the following:

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**

NOTE: ITEMS 1-3 OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

NOTE: ITEM 4 OF THE STANDARD EXCEPTIONS IS DELETED.

ITEMS 5(a) AND (b) OF THE STANDARD EXCEPTION ARE HEREBY DELETED.

6. TAXES AND ASSESSMENTS FOR THE YEAR 2021, NOT YET DUE OR PAYABLE.
7. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE FOLLOWING PLATS:
#1 - TELLURIDE MOUNTAIN VILLAGE, FILING 1 RECORDED MARCH 9, 1984 IN PLAT BOOK 1 AT PAGE [476](#), AND TECHNICAL AMENDMENT CONCERNING DENSITY RECORDED FEBRUARY 12, 1990 IN BOOK 462 AT PAGE [759](#),
#2 - PLAT OF THE TOWN OF MOUNTAIN VILLAGE RECORDED OCTOBER 6, 1995 IN PLAT BOOK 1 AT PAGE [1918](#) AND OFFICIAL LAND USE AND DENSITY ALLOCATION FOR ALL LAND WITHIN THE TOWN OF MOUNTAIN VILLAGE, COLORADO RECORDED OCTOBER 6, 1995 IN BOOK 551 AT PAGE [485](#) AND AS AMENDED IN INSTRUMENT RECORDED JUNE 25, 2009 UNDER RECEPTION NO. [407544](#),
#3 - TOWN OF MOUNTAIN VILLAGE RECORDED JULY 24, 1996 IN PLAT BOOK 2 AT PAGE [2073](#), AND
#4 - THE TOWN OF MOUNTAIN VILLAGE OFFICIAL TOWN PLAT RECORDED SEPTEMBER 8, 1997 IN PLAT BOOK 1 AT PAGE [2281](#) AND THE TOWN OF MOUNTAIN VILLAGE OFFICIAL LOT LIST RECORDED SEPTEMBER 8, 1997 IN BOOK 586 AT PAGE [548](#).

NOTE: UNDER THE GENERAL NOTES ON THE PLAT OF TELLURIDE MOUNTAIN VILLAGE RECORDED MARCH 9, 1984 IN PLAT BOOK 1 AT PAGE [476](#) THE TELLURIDE COMPANY RESERVES THE RIGHT TO IMPOSE ADDITIONAL RESTRICTIVE COVENANTS ON ALL LOTS IN ADDITION TO THE ONES DESCRIBED HEREIN.

8. RESTRICTIVE COVENANTS, FOR MOUNTAIN VILLAGE, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED MARCH 9, 1984 IN BOOK 409 AT PAGE [714](#), AS AMENDED OR SUPPLEMENTED. AMENDED AND RESTATED GENERAL DECLARATION RECORDED DECEMBER 11, 2002 UNDER RECEPTION NO. [353668](#). FIRST AMENDMENT TO THE AMENDED AND RESTATED GENERAL DECLARATION RECORDED DECEMBER 09, 2009 UNDER RECEPTION NO. [410160](#). SECOND AMENDMENT TO THE AMENDED AND RESTATED GENERAL DECLARATION RECORDED MARCH 19, 2012 UNDER RECEPTION NO. [422188](#).

Old Republic National Title Insurance Company

(Schedule B)

Order Number: ABS86011690

Policy No.: OX86011690.6059336

NOTICE REGARDING CONTACT INFORMATION AND REAL ESTATE TRANSFER ASSESSMENT
RECORDED MAY 25, 2011 UNDER RECEPTION NO. [418209](#).

9. TERMS, CONDITIONS AND PROVISIONS OF NOTICE OF WATER AND SEWER TAP FEE PAYMENT RECORDED APRIL 14, 1987 IN BOOK 435 AT PAGE [603](#), TAP FEE AGREEMENT RECORDED MAY 29, 1992 IN BOOK 492 AT PAGE [991](#), AND BY FIRST AMENDMENT TO TAP FEE AGREEMENT RECORDED DECEMBER 18, 1996 IN BOOK 573 AT PAGE [237](#), AND AS ASSIGNED BY TAP FEE ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED APRIL 29, 1999, UNDER RECEPTION NO. [326037](#).
10. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN UNDERGROUND PARKING AMENDMENT RECORDED JULY 21, 1989 IN BOOK 455 AT PAGE [550](#).
11. TERMS, CONDITIONS AND PROVISIONS OF FACILITIES, WATER RIGHTS AND EASEMENT AGREEMENT RECORDED APRIL 27, 1992 IN BOOK 491 AT PAGE [359](#) AND AS AMENDED IN INSTRUMENT RECORDED NOVEMBER 13, 1992 IN BOOK 501 AT PAGES [433](#) AND [437](#) AND AS AMENDED IN INSTRUMENT RECORDED APRIL 26, 1993 IN BOOK 510 AT PAGE [8](#) AND AS AMENDED IN INSTRUMENT RECORDED APRIL 26, 1993 IN BOOK 510 AT PAGE [11](#) AND AS AMENDED IN INSTRUMENT RECORDED OCTOBER 24, 1996 IN BOOK 569 AT PAGE [668](#).
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT REGARDING GENERAL EASEMENTS RECORDED MAY 21, 1996 IN BOOK 562 AT PAGE [97](#) AND AS AMENDED IN INSTRUMENT RECORDED OCTOBER 24, 1996 IN BOOK 569 AT PAGE [670](#). INSTRUMENT IN CONNECTION THEREWITH RECORDED FEBRUARY 20, 1990 IN BOOK 462 AT PAGE [998](#).
13. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE FOLLOWING PLATS OF TELLURIDE MOUNTAIN VILLAGE:
#1 - REPLAT NO. 6, TELLURIDE MOUNTAIN VILLAGE FILING 1 RECORDED NOVEMBER 19, 1985 IN PLAT BOOK 1 AT PAGE [596](#);
#2 - TELLURIDE MOUNTAIN VILLAGE PLAT OF LOT 130 RECORDED OCTOBER 18, 1988 IN PLAT BOOK 1 AT PAGE [847](#);
#3 - REPLAT OF LOT 152, TELLURIDE MOUNTAIN VILLAGE FILING 1 RECORDED JANUARY 10, 1990 IN PLAT BOOK 1 AT PAGE [990](#);
#4 - REPLAT OF PORTIONS OF FILING 1 TELLURIDE MOUNTAIN VILLAGE RECORDED AUGUST 1, 1991 IN PLAT BOOK 1 AT PAGE [1147](#);
#5 - PLAT OF LOT 126 OF FILING 1, TELLURIDE MOUNTAIN VILLAGE RECORDED MARCH 8, 1999 IN PLAT BOOK 1 AT PAGE [2504](#); AND
#6 - PLAT OF LOT 125R, LOT 152R, TRACT OSP-118, TRACT OSP-126, TRACT OS-1R-1, TRACT OS-1R-2 AND TRACT OS-1R-3, TOWN OF MOUNTAIN VILLAGE RECORDED OCTOBER 12, 2007 IN PLAT BOOK 1 AT PAGE [3869](#).
14. RESERVATION BY THE TELLURIDE COMPANY OF ALL OF THE RIGHTS TO MINERAL AND OIL, GAS OR OTHER HYDROCARBONS LOCATED ON, IN OR UNDER THE REAL PROPERTY, WITHOUT ANY RIGHT OF SURFACE ENTRY FOR EXPLORATION, DEVELOPMENT OR EXTRACTION. THE TELLURIDE COMPANY COVENANTS THAT IT WILL NOT MINE, EXTRACT, EXPLORE FOR OR DEVELOP ANY OF THE MINERALS, OIL, GAS OR OTHER HYDROCARBONS LOCATED ON, IN OR UNDER THE REAL PROPERTY, ALL AS CONTAINED IN INSTRUMENTS RECORDED JULY 3, 1984 IN BOOK 412 AT PAGE [109](#), RECORDED JULY 31, 1987 IN BOOK 437 AT PAGE [835](#), RECORDED FEBRUARY 20, 1990 IN BOOK 462 AT PAGE [991](#) AND RECORDED MARCH 8, 1999 UNDER RECEPTION NO. [324833](#).

Old Republic National Title Insurance Company

(Schedule B)

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15. TERMS, CONDITIONS, RESERVATIONS AND PROVISIONS AS CONTAINED IN INSTRUMENTS RECORDED JULY 3, 1984 IN BOOK 412 AT PAGE [109](#), RECORDED JULY 31, 1987 IN BOOK 437 AT PAGE [835](#), RECORDED FEBRUARY 20, 1990 IN BOOK 462 AT PAGE [991](#) AND RECORDED MARCH 8, 1999 UNDER RECEPTION NO. [324833](#) AND AMENDMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397461](#).
16. EASEMENTS AS GRANTED IN WARRANTY DEED RECORDED SEPTEMBER 23, 1992 IN BOOK 498 AT PAGE [526](#).

(AFFECTS LOT 152R)
17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION #1996-0109-3 OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE RECORDED MARCH 08, 1999 UNDER RECEPTION NO. [324830](#).
18. ANY PART OF THE OLD DAY LODGE ROAD AND/OR BOOMERANG ROAD, AS IT MAY AFFECT SUBJECT PROPERTY, AS CONTAINED IN INSTRUMENT RECORDED MARCH 8, 1999 UNDER RECEPTION NO. [324833](#).
19. TERMS, CONDITIONS AND PROVISIONS OF NOTICE FILED BY SAN MIGUEL POWER ASSOCIATION, INC. RECORDED MARCH 18, 1999 UNDER RECEPTION NO. [325020](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AREA, BOOMERANG ROAD AND METRO SERVICES TRAIL NO. 2, AND UTILITIES RECORDED DECEMBER 03, 1999 UNDER RECEPTION NO. [331033](#).
21. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PEDESTRIAN BRIDGE AIRSPACE EASEMENT AGREEMENT RECORDED SEPTEMBER 05, 2006 UNDER RECEPTION NO. [386592](#).
22. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION #2007-0315-05 OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE RECORDED APRIL 11, 2007 AT RECEPTION NO. [391879](#).
23. TERMS, CONDITIONS AND PROVISIONS OF DEVELOPMENT AGREEMENT RECORDED OCTOBER 12, 2007 AT RECEPTION NO. [397458](#), FIRST AMENDMENT TO DEVELOPMENT AGREEMENT RECORDED APRIL 22, 2010 UNDER RECEPTION NO. [412188](#) AND SECOND AMENDMENT TO DEVELOPMENT AGREEMENT RECORDED JULY 29, 2013 UNDER RECEPTION NO. [429131](#), AS RERECORDED AUGUST 13, 2013 UNDER RECEPTION NO. [429312](#).
24. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397462](#).
25. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PUBLIC ROAD EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397463](#).
26. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN SKIER ACCESS AND IMPROVEMENT EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397464](#). INSTRUMENT IN CONNECTION WITH SAID AGREEMENT RECORDED MARCH 24, 2008 UNDER RECEPTION NO. [400611](#).
27. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN CONSTRUCTION AND MAINTENANCE EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397465](#).

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28. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GOLF CART AND PEDESTRIAN ACCESS EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397466](#).
29. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY AND STORMWATER MANAGEMENT EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397467](#).
30. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN LANDSCAPE, GRADING AND EMERGENCY ACCESS EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397468](#).
31. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN JURASSIC TRAIL EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397469](#).
32. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN INTERPRETIVE SITE EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397470](#).
33. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PEDESTRIAN SIDEWALK EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397471](#).
34. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN BOOMERANG ROAD/TRAIL FACILITIES EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397472](#).
35. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN PUBLIC ROAD EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397473](#).
36. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DECLARATION OF BOOMERANG ROAD/TRAIL EASEMENT RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. [397474](#).
37. TERMS, CONDITIONS AND PROVISIONS OF NOTICE OF ERRANT GOLF BALLS RECORDED OCTOBER 12, 2007 AT RECEPTION NO. [397475](#).
38. TERMS, CONDITIONS AND PROVISIONS OF RIGHT OF FIRST PURCHASE AGREEMENT RECORDED OCTOBER 12, 2007 AT RECEPTION NO. [397476](#).
39. TERMS, CONDITIONS AND PROVISIONS OF NOTICE OF POTENTIAL DEVELOPMENT RECORDED OCTOBER 12, 2007 AT RECEPTION NO. [397477](#).
40. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 2013-03 APPROVING A MAJOR PUD AMENDMENT TO EXTEND THE DEVELOPMENT AGREEMENT AND ASSOCIATED VESTED PROPERTY RIGHTS ON LOTS 126R AND LOT 152R RECORDED DECEMBER 20, 2017 UNDER RECEPTION NO. [451668](#).
41. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN STANDSTILL AGREEMENT RECORDED MARCH 14, 2018 UNDER RECEPTION NO. [452611](#).
42. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON ALTA/NSPS LAND TITLE SURVEY CERTIFIED FEBRUARY 19, 2018 PREPARED BY FOLEY ASSOCIATES, INC., JOB NO. 91026, IMAGE [29516395](#):

Old Republic National Title Insurance Company

(Schedule B)

Order Number: ABS86011690

Policy No.: OX86011690.6059336

- A) DIRT PATH (BOOMERANG ROAD) TRAVERSING SUBJECT PROPERTY.
- B) GAS, TELEPHONE AND SANITARY SEWER LINES CROSSING SUBJECT PROPERTY WITHOUT THE BENEFIT OF RECORDED EASEMENTS.
- 43. DEED OF TRUST DATED SEPTEMBER 20, 2021 FROM BASE TELLURIDE LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF SAN MIGUEL FOR THE USE OF BANK OF COLORADO TO SECURE THE AGGREGATE SUM OF \$5,775,000.00 RECORDED SEPTEMBER 21, 2021 UNDER RECEPTION NO. [472606](#).

American Land Title Association

Endorsement 9.9-06
Private Rights - Revised 04-02-13**Endorsement****Attached to Policy Number OX86011690.6059336****Our Order Number 86011690****issued by Old Republic National Title Insurance Company**

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.
2. For the purposes of this endorsement only:
 - (a) "Covenant" means a covenant, condition, limitation or restriction in a document or instrument recorded in the Public Records at Date of Policy.
 - (b) "Private Right" means (i) an option to purchase; (ii) a right of first refusal; or (iii) a right of prior approval of a future purchaser or occupant.
3. The Company insures against loss or damage sustained by the Insured under this owner's Policy if enforcement of a Private Right in a Covenant affecting the Title at Date of Policy based on a transfer of Title on or before Date of Policy causes a loss of the Insured's Title.
4. This endorsement does not insure against loss or damage (and the Company will not pay costs, attorneys' fees, or expenses) resulting from:
 - (a) any Covenant contained in an instrument creating a lease.
 - (b) any Covenant relating to obligations of any type to perform maintenance, repair, or remediation on the Land;
 - (c) any Covenant relating to environmental protection of any kind or nature, including hazardous or toxic matters, conditions, or substances; or
 - (d) any Private Right in an instrument identified in Exceptions(s) None in Schedule B.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Old Republic National Title Insurance Company**By: LAND TITLE GUARANTEE COMPANY**

By: 

Craig B. Rants, Senior Vice President

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Endorsement
Attached to Policy Number OX86011690.6059336
Our Order Number 86011690
issued by Old Republic National Title Insurance Company

The Company insures the Insured against loss or damage sustained by reason of:

1. Present violations of any restrictive covenants referred to in Schedule B which restrict the use of the Land. The restrictive covenants do not contain any provisions which will cause a forfeiture or reversion of the Title. As used in this paragraph 1, the words "restrictive covenants" do not refer to or include any covenant, condition or restriction (a) relating to obligations of any type to perform maintenance, repair or remediation on the Land, or (b) pertaining to environmental protection of any kind or nature, including hazardous or toxic matters, conditions or substances, except to the extent that a notice of a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy and is not excepted in Schedule B.
2. The enforced removal of any existing structure on the Land (other than a boundary wall or fence) because it encroaches onto adjoining land or onto any easements.
3. 3. The failure of Title by reason of a right of first refusal to purchase the Land which was exercised or could have been exercised at Date of Policy.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Old Republic National Title Insurance Company

By: LAND TITLE GUARANTEE COMPANY



By:
Craig B. Rants, Senior Vice President

Endorsement
Attached to Policy Number OX86011690.6059336
Our Order Number 86011690
issued by Old Republic National Title Insurance Company

The Company hereby insures the Insured against loss or damage that the Insured shall sustain by reason of the failure of the Land to be the same as that delineated on the survey made by FOLEY ASSOCIATES, INC. FEBRUARY 19, 2018 , and designated Job No. 91026.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Old Republic National Title Insurance Company

By: LAND TITLE GUARANTEE COMPANY



By:
Craig B. Rants, Senior Vice President

Endorsement

Attached to Policy Number OX86011690.6059336

Our Order Number 86011690

issued by Old Republic National Title Insurance Company

The Company insures against loss or damage sustained by the Insured by reason of any lien or adverse title matter recorded prior to the time the documents creating the insured estate are recorded, notwithstanding the fact that such adverse matters do not appear in the Public Records at the time of recording.

This endorsement is issued as part of the Policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the Policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the Policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the Policy and of any prior endorsements.

Old Republic National Title Insurance Company

By: LAND TITLE GUARANTEE COMPANY



By:
Craig B. Rants, Senior Vice President

Exhibit B – Evidence of Adequate Water, Sewage Disposal and Utilities
[ATTACHED]

Carly Clevestine

From: David Ballode <dballode@msn.com>
Sent: Wednesday, September 14, 2022 1:56 PM
To: Carly Clevestine
Subject: Fwd: Will Serve Letter for Water and Sewer

Sent from my iPhone

Begin forwarded message:

From: David Ballode <DBALLODE@msn.com>
Date: September 9, 2022 at 7:04:00 AM MST
To: Finn KJome <FKJome@mtnvillage.org>
Cc: "Stephanie L. Fanos" <stephanie@fanoslegal.com>
Subject: RE: Will Serve Letter for Water and Sewer

Thank you.

Once we get through this initial subdivision hurdle, I'll meet with you to go over things in detail.

DB

From: Finn KJome <FKJome@mtnvillage.org>
Sent: Thursday, September 8, 2022 4:09 PM
To: Dave Ballode <dballode@msn.com>
Cc: Stephanie L. Fanos <stephanie@fanoslegal.com>
Subject: Will Serve Letter for Water and Sewer

Hi Dave,

Please accept this email as a Will Serve Letter for Lots 126 and 152. The subject lots are currently platted lots and water and sewer service will be provided in accordance with the density allocated to the platted lots.

Finn Kjome
Public Works Director
Town of Mountain Village



Date: 09-21-2022

To whom it may concern:

I have reviewed utility plan C3.

SMPA will be the electric service provider for lots 126R/152R Country Club DR. in the Mountain Village. This is still in the conceptual design phase and SMPA will need load calculations once known.

SMPA has not seen the proposed metering location.

If you have any questions, please feel free to contact me at our Telluride office.

Best regards,

Byrd Williams
Service Planner
Office: 970.626.5549 x567
Email: bwilliams@smpa.coop



Paul Ficklin
Utility Construction Planner
Colorado Gas
Paul.ficklin@blackhillscorp.com

Black Hills Energy
580 Hwy 92
Delta, Co
81416

November 21 2022

Re: Lots 126/152

To Whom It May Concern:

This letter will confirm that Black Hills Energy will provide Natural Gas Distribution service to the development commonly known as Lots 126/152 (As long as all upgrades are done). Black Hills Energy will install a distribution system capable of serving the demand of the development that lies within the BHE certificated service territory.

This service will be subject to Black Hills Energy tariffs filed with the Colorado Public Utilities Commission and the Black Hills Energy Gas Network Main Extension Policy.

If you have any questions please feel free to contact me.

Sincerely,

Paul Ficklin
Utility Construction Planner
Colorado Gas
Paul.ficklin@blackhillscorp.com
Cell: 970-596-1122

Exhibit C – Geotechnical Report
[ATTACHED]

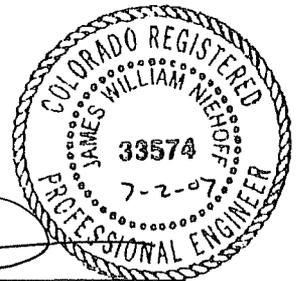
**REPORT OF GEOTECHNICAL ASSESSMENT
ROSEWOOD TELLURIDE HOTEL & RESIDENCES
TELLURIDE, COLORADO
PSI PROJECT NO. 284-75010**

Prepared for

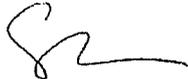
HKS, Inc.
1919 McKinney Avenue
Dallas, Texas 75201-1753

Prepared by

Professional Service Industries, Inc.
451 East 124th Avenue
Thornton, Colorado 80241
(303) 424-5578




James W. Niehoff, PE
Chief Engineer


Stephen R. Bryant
Principal Consultant

July 2, 2007

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APPENDIX

1.0 INTRODUCTION

As authorized, Professional Service Industries, Inc. (PSI) has conducted a geotechnical assessment for the proposed Rosewood Hotel & Residences to be constructed in Telluride, Colorado. Our services on this project were conducted in general accordance with our proposal dated April 3, 2007, authorized by Ken Springer on April 9, 2007.

The purpose of our study was to assess the nature of the subsurface strata across the site of the proposed development and to develop recommendations for site preparation and foundation design for the proposed structures. The report that follows presents a brief review of our understanding of the project, a discussion of the site and subsurface conditions, and our recommendations.

2.0 PROJECT INFORMATION

The following sections present an overview of our understanding of the project, and a description of the site. Project information was obtained through discussions with design team members and through a review of preliminary building plans provided by HKS, Inc. and Brockette Davis Drake. The geotechnical recommendations presented in this report are based upon the available project information, building locations, and the subsurface materials described in this report. If any of the noted information is incorrect, please inform us so that we may amend the recommendations presented in this report, if appropriate.

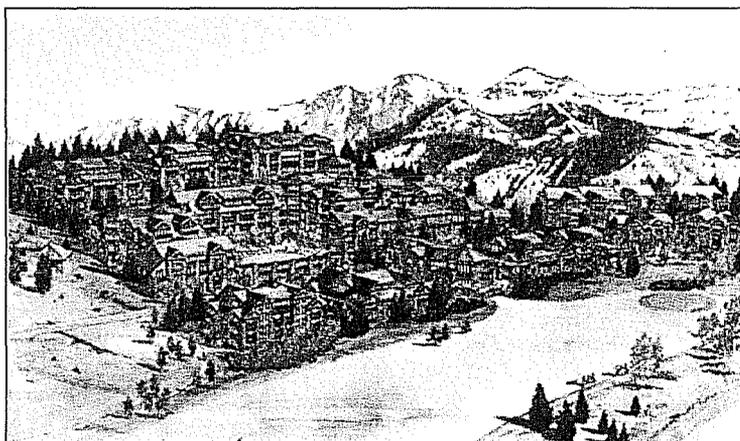
2.1 Site Information

The proposed Rosewood Hotel & Residences project site is located on both sides of Country Club Drive on Lots 126 and 130 (north side) and Lots 152-A, B, and C (south side) within the Mountain Village Metropolitan District (see Site Location Map, Figure 1). At the present time, the site is undeveloped and predominantly covered with grass. Mature trees are present along the northern boundary of Lots 126 and 130. To the south of the site is a golf course. To the west are two parcels developed with private homes. Open space borders the site to the north and northeast.

Topographically, the site slopes moderately upward towards the north from a low point at the southwest corner of Lot 152-A (elevation 9350 feet) to a high point at the north central portion of Lot 126 (elevation 9460 feet). The total change in grade over the site limits is approximately 110 feet.

2.2 Proposed Development

Based upon the provided information, we understand that the proposed development will consist of the construction of a hotel that steps upward toward the north atop 2 levels of underground parking within the northern portion of the site on Lots 126 and 130. Residence structures up to about 5 stories in height will be constructed to the east of the hotel and on the south side of Country Club Drive. Some of these structures will also be underlain by parking. The structural system for these buildings is expected to consist of post tensioned concrete. Maximum column loads will be on the order of 800 to 1000 kips.



Due to the sloping nature of the site, significant grading will be required to reach planned grades. Within the hotel structure, subterranean parking and mechanical rooms will extend to elevations ranging from 9360 feet to 9377 feet. This will require excavations of up to about 75 feet in depth in some locations. To reduce the pressures on basement walls, consideration is being given to the construction of permanent soil nail walls in the deepest cut areas. Permanent basement

walls would be constructed a few feet inboard of the soil nail wall, leaving an open area in between. Lesser cuts of about 15 to 20 feet are expected in the northern portion of the hotel and in areas proposed for the residences to the east and south of the hotel. For these cuts, temporary excavation bracing will be employed in conjunction with permanent below grade walls supporting lateral earth pressures.

3.0 SUBSURFACE INFORMATION

The following sections provide information relating to subsurface conditions in the area of the proposed development. Information relating to subsurface conditions within the property and in adjacent areas was gathered from studies conducted by Buckhorn Geotech and Ground Engineering Consultants, Inc. in 2006.

3.1 Subsurface Conditions

The subsurface conditions in the location of the proposed Rosewood Hotel and Residences were explored by a total of thirty-two soil test and rock core borings (Ground Engineering) and by twelve backhoe test pits (Buckhorn Geotech). The test pits were employed to explore the near surface soils and bedrock within the site and were limited in depth to about 15 feet. The borings conducted by Ground Engineering all extended through soil overburden and into bedrock. The soil overburden and weathered rock were tested and sampled at intervals using a California Barrel Sampler. Bedrock was penetrated and sampled in a few locations using a diamond core barrel to evaluate the composition and continuity of the material.

Based upon our review of the boring and test pit information, the upper portion of the subsurface profile consists of glacial deposits. These materials consist of silty to clayey sand with gravel, cobbles and some boulders. In general, this material was found to extend to depths of up to about 40 feet within the northwestern quadrant of the development area and tapered to grade in other parts of the site.

Beneath these upper soils, where present, and immediately below the ground surface elsewhere, native clays and sands derived from the in-place weathering of native shale and sandstone bedrock materials, were encountered by the borings and test pits. This stratum was generally thin, ranging from less than 1 foot to about 12 feet in thickness. Penetration test values recorded in the native soils ranged from about 8 to greater than 30 blows per foot suggesting a stiff to hard consistency.

Below the native soils, shale and sandstone bedrock was encountered by the borings and test pits. The upper few feet of this material was found to be moderately weathered. However, with depth, weathering was found to be less advanced and rock was found to be relatively hard and continuous. Cores suggested that the rock had few joints and fractures and bedding planes were nearly horizontal.

A Test Location Plan is presented on Figure 2 in the Appendix along with representative cross-sections of subsurface conditions.

3.2 Groundwater Conditions

According to the studies conducted by Buckhorn and Ground Engineering, groundwater was encountered in test pits and borings within the southern portion of the site at depths ranging from near the ground surface to 11 feet below grade. Groundwater was not encountered in borings and test pits to the north of Country Club Drive.

Groundwater in the site area recharges locally as precipitation, snow melt, and waters from irrigation penetrate the porous surface materials and pool atop the low permeability bedrock. The groundwater is a perched system and will tend to vary significantly in depth and lateral extent with seasonal precipitation and other factors.

3.3 Seismicity

The project site is located within a municipality that employs the International Building Code. As part of this code, the design of structures must consider dynamic forces resulting from seismic events. These forces are dependent upon the magnitude of the earthquake event as well as the properties of the soils that underlie the site.

3.3.1 Site Class and Code Parameters

As part of the procedure to evaluate seismic forces, the International Building Code requires the evaluation of the Seismic Site Class, which categorizes the site based upon the characteristics of the subsurface profile within the upper 100 feet of the ground surface. In the commentary to the code, consideration may be given to the final grades of the site, and the materials upon which the foundations for the structures will bear. To define the Seismic Site Class for this project, we reviewed the results of backhoe test pits and borings to their termination depths and have extrapolated the data to depths of 100 feet, based upon our understanding of local geology. Based upon our evaluation, it is our opinion that the subsurface conditions within the site are consistent with the characteristics of Site Class B as defined by the building code.

Other seismic parameters associated with this site and the applicable building code are as follows:

Parameter	Value
Ss	0.40
S1	0.09
Fv	1.0
Fa	1.0

3.3.2 Seismic Risks

In addition to forces associated with ground shaking, sites in seismic prone areas are subject to a number of other risks. A list of these hazards and our assessment of the relative level risk of each is presented in the following table:

Hazard	Relative Risk	Comments
Liquefaction	Low	Most of the materials within the site area are cohesive and are not prone to liquefaction. Granular soils are typically too dense to be susceptible to liquefaction
Slope Stability	Low	The site has moderate slopes which will be excavated and supported by retaining and basement walls and other retention systems. These will need to consider seismic forces. Global stability

		is not considered a concern due to the presence of massive, intact bedrock at shallow depth.
Surface Rupture	Low	The site is not underlain by a mapped Holocene-aged fault

4.0 GEOTECHNICAL EVALUATION

In general, the site of the proposed building appears to be underlain by conditions that are favorable for the proposed development from a geotechnical standpoint. The major factors that will affect construction at the site include the need for substantial excavation and the resulting variation in materials at planned final grades.

As noted in previous sections of this report, the buildings will include one or more below grade levels for parking and mechanical rooms. This, coupled with the sloping topography, will necessitate substantial cuts in most building areas. In many locations, these cuts will extend through overburden soils and extend into weathered and intact bedrock materials. However, in some areas, some soil overburden materials will remain following excavation to final grades. At the present time, consideration is being given to installing a permanent soil nail wall system in areas where substantial cuts will be required as indicated on Figure 3. This wall will be constructed several feet from the face of the permanent basement wall to eliminate the need to support lateral stresses on the basement wall. In other areas, temporary shoring will be used to support cuts and permanent basement walls will be designed to support lateral earth pressures.

Following excavations to final grade, the exposed materials will consist of glacial deposits, native soils and bedrock. To provide for uniform support of structures, we recommend that all foundations supporting heavy column and wall loads be supported by bedrock. In locations where bedrock is at or near final grades, foundations may consist of shallow spread footings. However, where rock lies at depths greater than 5 feet below final grades, consideration should be given to the use of deep foundations. For this purpose, we recommend the use of micropiles. Micropiles are installed by drilling a hole having a maximum diameter of 12 inches through soil and into bedrock, installing a casing and other reinforcement, as required, then grouting the borehole. This foundation type is well suited to sites where subsurface strata include cobbles and boulders which are difficult to penetrate with driven piles and with conventional drilled piers and augercast piles.

Lightly loaded structures or columns may be supported on shallow spread footings bearing in overburden soils.

Detailed recommendations relating to site grading, excavation bracing and foundation design are presented in the following sections of this report.

5.0 SITE GRADING RECOMMENDATIONS

Prior to initiating site grading, the site should be properly prepared. First, all vegetation and unwanted surface materials should be removed from the site. This should include any underground utilities. Additional site grading recommendations are presented in the following sections.

5.1 Excavation

As noted in previous sections of this report, overburden soils are present within much of the site, but vary substantially in thickness and composition. Based upon the planned grades indicated on furnished drawings, we expect that overburden materials will be removed from most areas, except where glacial deposits are present in the western portion of the hotel footprint. The overburden soils may be removed by means of conventional earth-moving equipment. Below the overburden materials, bedrock consisting of shale and sandstone will be encountered in much of the site area. The upper few feet of this material is somewhat weathered and may be loosened with rippers prior to general excavation.

Beneath the weathered zone, the majority of the bedrock is hard and intact. To allow for excavation to the planned excavation and in the complex configuration proposed, line drilling and blasting should be employed. Due to the presence of existing nearby residences, roads and utilities, care should be exercised in the design of blasting programs to keep vibration levels to a maximum velocity of 2 inches per second at the property line.

5.2 Excavation Bracing

Substantial near vertical cuts are expected in many building areas within the project site. As noted previously, consideration is being given to employing a soil nail wall system to permanently support the deeper cuts expected within the hotel building footprint. Conditions will vary within these cuts from soil to rock. For the purposes of the design of either temporary or permanent soil nail walls, the following parameters should be employed:

Material	Unit Weight	Friction Angle	Cohesion	Bond Strength
Glacial Materials	130 pcf	32 degrees	200 psf	12 psi
Native Soils	100 pcf	28 degrees	200 psf	6 psi
Shale Bedrock	144 pcf	10 degrees	5000 psf	15 psi

Temporary excavation bracing used in other parts of the site may consist of soil nails or conventional soldier beam and lagging systems. For the purposes of design, we recommend the use of a uniform equivalent fluid pressure of 45 pounds per square foot of wall height within the overburden soil zone. Within those portions of the excavation that will penetrate through relatively hard, intact bedrock, rock may be excavated to a nearly vertical slope and no bracing will be required.

In many portions of the site, rock is present close to the surface and cuts will be of only moderate depth. In such areas, cuts may be sloped for stability. Overburden soils should incorporate a maximum cut slope of 1.5:1 (horizontal to vertical) for temporary construction purposes. As noted above, intact bedrock may be excavated to a near vertical grade.

5.3 Fill Placement and Compaction

Based upon our review of current plans, it appears that most of the site will be excavated. However, in a few locations, minor amounts of fill will be required to bring the site to final grade. Fill soils should consist of locally available low plasticity glacial outwash materials that are composed of silty sands and gravel that are relatively free of organics and other deleterious materials. In general, suitable materials should conform to Unified Soil Classifications of GW, GP, SP, SW, SC, or SM soils. All fill should be placed in maximum 8 inch loose lifts. Where fill is to be placed against existing slopes, it should be benched into the existing material to provide for adequate shear resistance. Fill soils should be compacted to at least 95 percent of the maximum density determined by the Modified Proctor Test (ASTM D1557). Field density tests should be conducted on a regular basis to confirm that this level of compaction is being achieved.

6.0 FOUNDATION RECOMMENDATIONS

As noted in previous sections of this report, much of the site will be excavated to the level of relatively intact shale and sandstone bedrock. In these areas, foundations may consist of shallow spread footings. Where excavations will not extend to within 3 to 4 feet of bedrock, deep foundations extending into bedrock should be employed to provide uniform support conditions and settlements across the building footprint. The following sections present recommendations for foundation support of the structures as well as for any lightly loaded structures associated with the development.

6.1 Spread Footing Foundations

Spread footing foundations may be employed to support most of the column and walls associated with this development. Lightly loaded columns (150 kips or less) may be supported on footings bearing on native glacial or residual soils or on rock. For the purposes of design, an allowable bearing capacity of 3,000 psf may be employed for foundations supporting light loads bearing on competent overburden soils or rock. Column and wall footings supporting light loads should incorporate minimum lateral dimensions of 24 inches and 18 inches, respectively.

Heavy column and wall loads should be supported on relatively intact shale and sandstone bedrock. Where such materials are present within 4 feet of final grade, these building elements may be supported by shallow spread footing foundations. Footings bearing on relatively fresh unweathered bedrock should be designed for an allowable bearing capacity of 30 ksf. Care should be taken to remove fractured rock resulting from blasting or ripping. High capacity footings supporting column and wall loads should incorporate minimum lateral dimensions of 36 inches and 24 inches, respectively.

A 1/3 increase in the above bearing capacities may be assumed for loads of short duration such as those associated with wind and seismic forces.

Exterior footings should bear at a minimum depth of 36 inches. Interior footings may bear at a depth of 12 inches below surrounding grades.

Footings bearing on overburden soils should experience total settlements on the order of 1 inch. Footings bearing on rock should experience settlements on the order of 1/4 to 1/2 inch.

Spread footing foundations will resist lateral loads through a combination of passive pressure against the sides of the foundation and friction along its base. Assuming that foundations will be overexcavated, then backfilled with compacted crushed stone, we recommend an equivalent passive pressure of 250 psf per foot of embedment, neglecting the top 1 foot. The coefficient of friction between the footing and the supporting material should be taken as 0.35 for footings cast on soil and 0.5 for footings cast on rock.

Footing excavations should be observed by a representative of the geotechnical engineer prior to placement of reinforcing steel or concrete. The purpose of this inspection is to confirm that the material exposed at the foundation bearing elevation is consistent with that assumed in design and is capable of supporting the column and wall loads at the design bearing pressure. Footing excavations should be clean and relatively free of loose soil and fractured or broken

rock. If suitable materials are not exposed at planned grades, footing excavations may be deepened to reach soils or rock having the proper bearing capacity. Over-excavated areas may be backfilled with compacted crushed stone, or with lean concrete or flowable fill to the original bearing elevation.

To the extent possible, foundations should be poured on the same day as they are excavated, observed and approved.

6.2 Deep Foundations

Where site excavation does not reach the level of hard, intact rock in heavier portions of the structure, we recommend the use of a deep foundation system. Deep foundations will need to extend into bedrock to provide for uniform support of the building and to reduce surcharge effects on basement walls and permanent excavation bracing systems. A number of deep foundation system types were considered for use on this project including drilled piers, augercast piles, and micropiles. Considering the presence of cobbles and boulders in the overburden soils in many areas of the site, we believe that drilled piers and augercast piles would encounter significant difficulty in reaching the proper bearing stratum. Consequently, we recommend the use of micropiles in the limited portion of the site where significant overburden soils will remain following site grading.

For this site, we recommend the use of micropiles having a nominal diameter of 7 inches installed at least 20 feet into bedrock. Piles installed in this manner should have an allowable axial compressive capacity of 125 tons. The uplift capacity should be comparable to the compressive capacity as the majority of load will be derived from side shear. The lateral capacity of the piles will be a function of the overburden thickness. We will be pleased to evaluate the lateral capacity of micropiles at specific locations when the design requirements are better defined.

6.3 Slabs on Grade

In the basement areas, a slab on grade floor will be employed. For the purposes of design of grade slabs, we recommend the use of a Modulus of Subgrade Reaction (k) of 100 pci. To reduce the risk of cracking, the slab should be constructed independently of columns and shear walls and should incorporate expansion joints.

The lower level floor will extend below groundwater levels in some areas. To mitigate hydrostatic uplift on floor slabs, and to provide uniform support, we recommend that the floor slab area be overexcavated a minimum depth of 12 inches. The underlying subgrade soils should be covered with a non-woven geotextile and compacted open graded stone to the base of the slab. The below slab drainage system should incorporate a series of trenches with slotted PVC pipes draining by gravity to one or more sumps. From the sumps, the collected water should be directed to the storm water system by gravity or by pumps.

6.4 Basement Walls

Basement walls should be designed to resist earth pressures resulting from backfill soils. As the walls will not be free to rotate at the top, we recommend that the at-rest pressure be employed in design. Considering the nature of materials in the project site area, an equivalent

fluid pressure of 55 psf per foot of wall embedment should be employed in the design of basement walls. Walls should incorporate an appropriate drainage system to prevent the build-up of hydrostatic pressures. This drainage system may be connected to the sub-floor drainage system recommended in the previous section of this report.

As noted previously, some of the excavations will incorporate a temporary or permanent excavation bracing system a few feet behind the permanent basement wall. We understand that this gap may be filled in some locations to allow for grade support of overlying floor slabs, sidewalks and other hardscape features. To reduce the pressures on the basement walls from this backfill, we recommend that crushed stone be employed for the fill and that it be reinforced at 2 foot vertical increments by geogrid. The inclusion of geogrid will reduce the effective lateral stress created by the fill to an average of about 60 psf for the full height of the backfill. Backfill within this confined space should be compacted with relatively light equipment to prevent overstressing of the walls.

7.0 LIMITATIONS

The recommendations submitted herein are based upon the available subsurface information obtained by PSI and design details furnished by the project team. If there are any revisions to the plans for this project or if deviations from the subsurface conditions noted in this report are encountered during construction, PSI should be notified immediately to determine if changes in the foundation recommendations are required.

The geotechnical engineer warrants that the findings, recommendations, or professional advice contained herein have been made in accordance with generally accepted professional geotechnical engineering practices. No other warranties are implied or expressed.

After the plans and specifications are more complete, the geotechnical engineer should be retained and provided the opportunity to review the final design plans and specifications to confirm that recommendations have been properly incorporated into the design documents.

The findings of this report are valid as of this date, however changes in conditions of a property can occur with passage of time, whether they be due to natural processes or works of man on this or adjacent properties. In addition, changes in applicable or appropriate standards may occur, whether they result from legislation or broadening of knowledge. Accordingly, findings of this report may be invalidated wholly or partially by changes outside our control. Therefore, this report is subject to review and should not be relied upon after a period of one (1) year.

APPENDIX

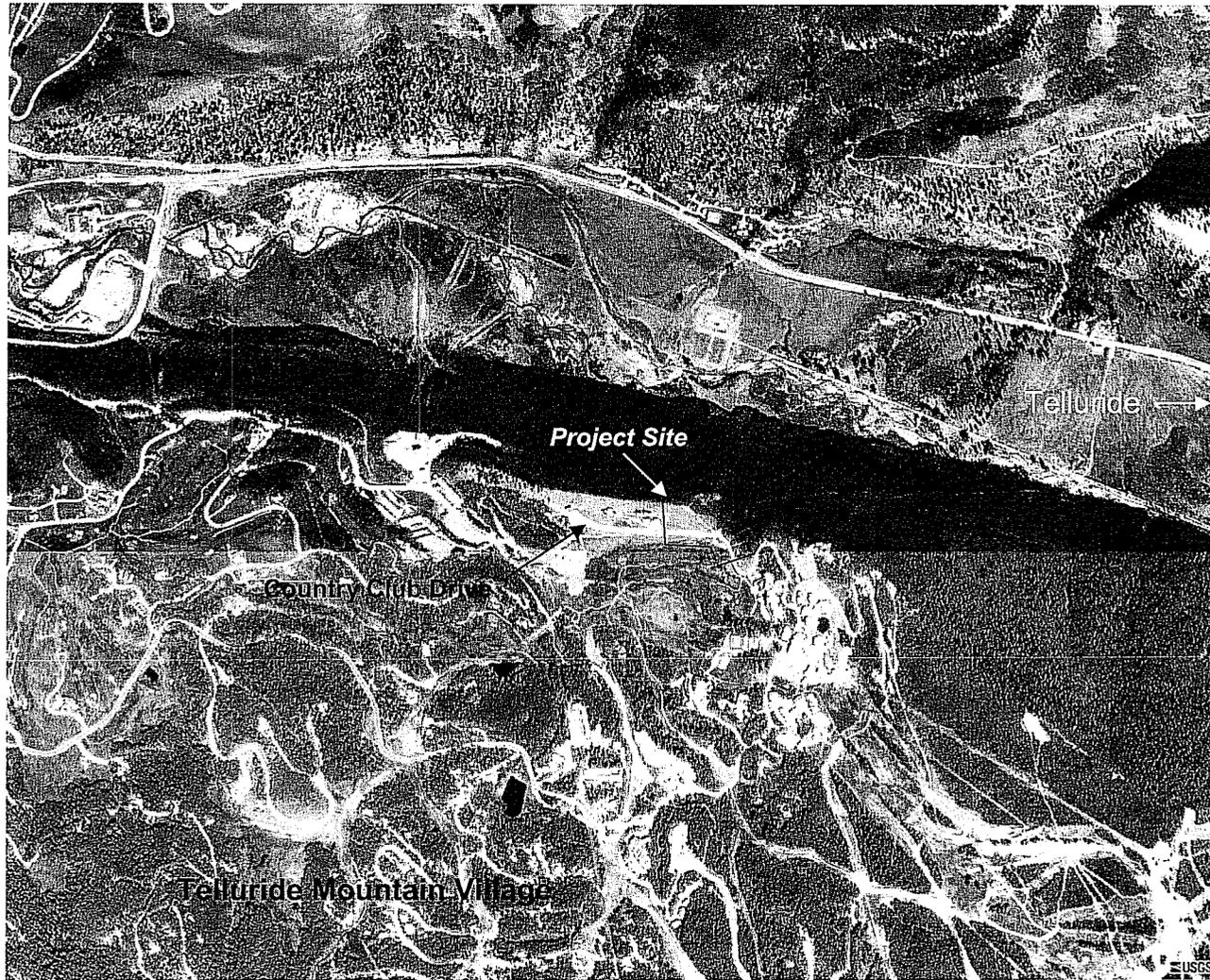


Figure 1

PSI Project Number 284-75010

Site Location Map
Rosewood Hotel & Residences
Telluride, Colorado

psi Information
To Build On
Engineering • Consulting • Testing

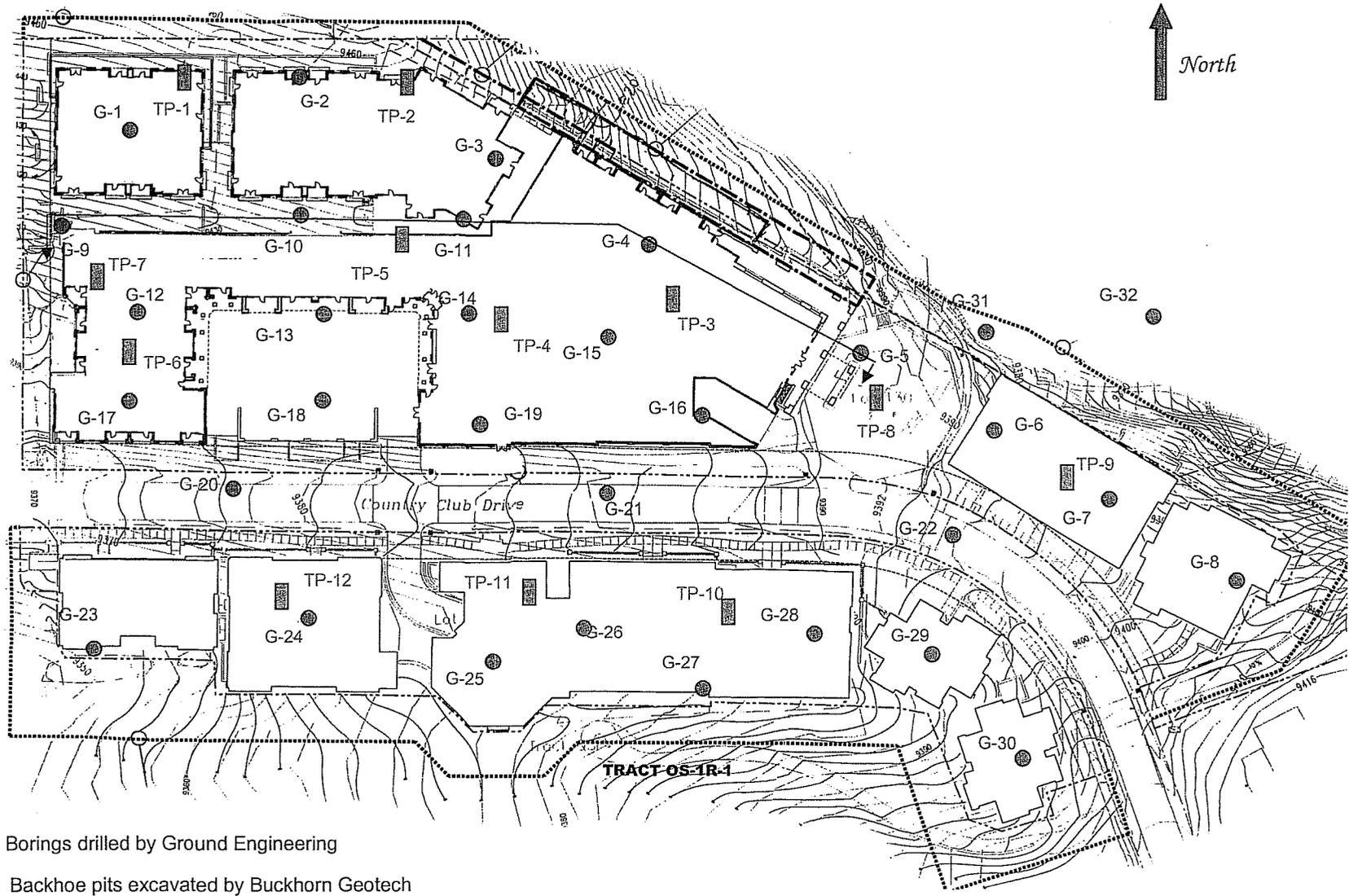


Figure 2

PSI Project Number 284-75010

Site Plan and Building Configuration
 Rosewood Hotel & Residences
 Telluride, Colorado

psi Information
To Build On
 Engineering • Consulting • Testing

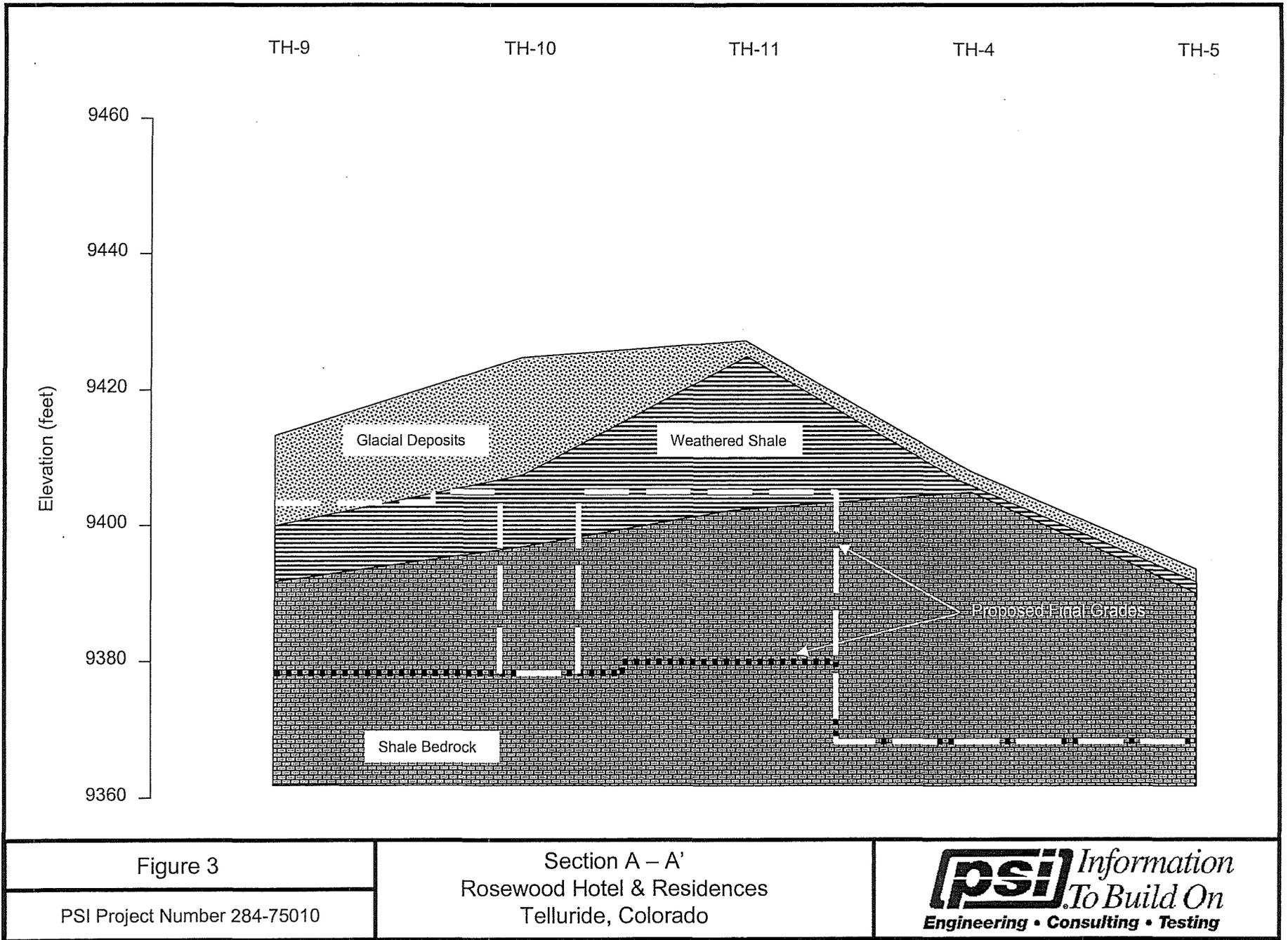


Figure 3

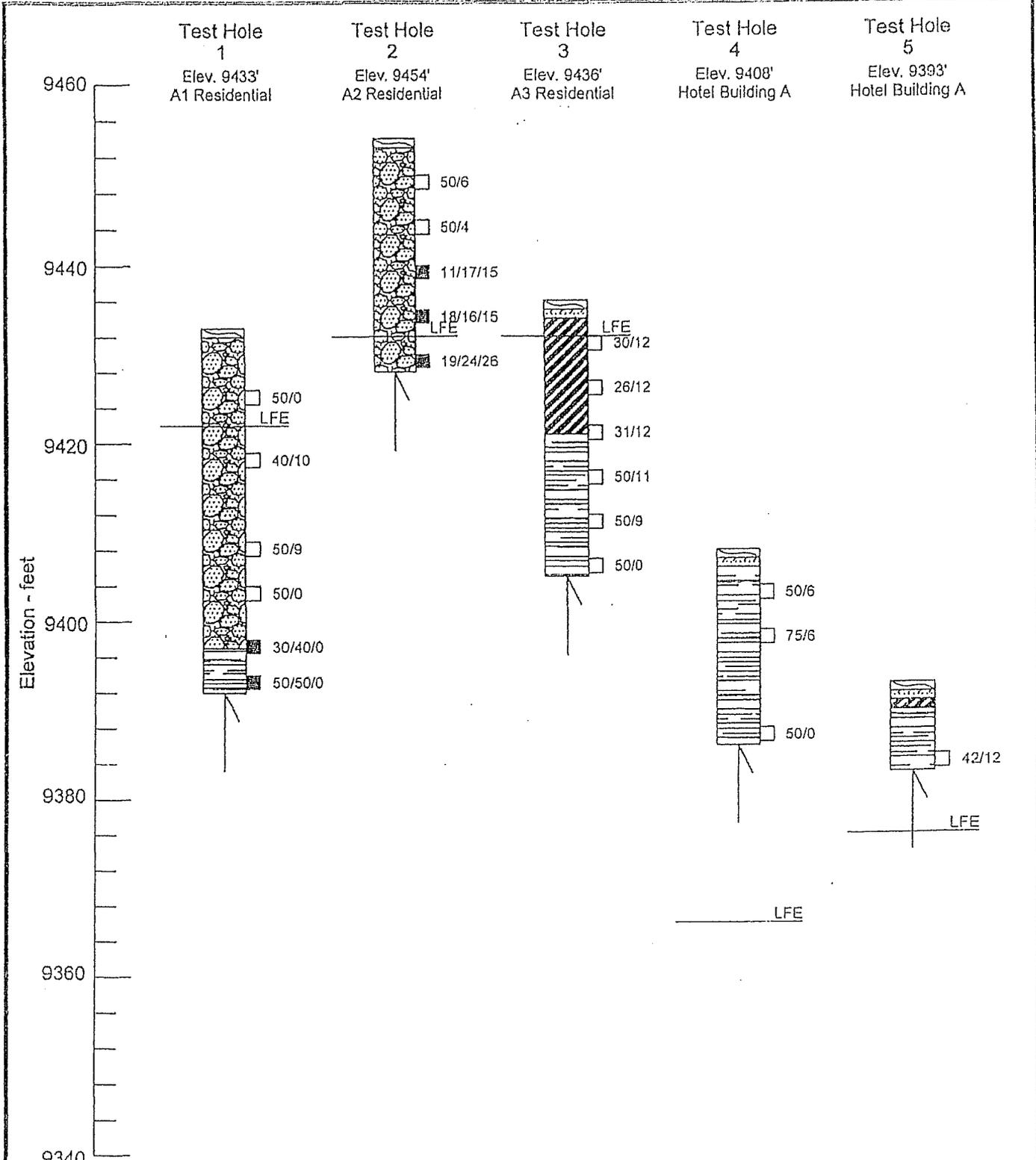
PSI Project Number 284-75010

Section A - A'
 Rosewood Hotel & Residences
 Telluride, Colorado

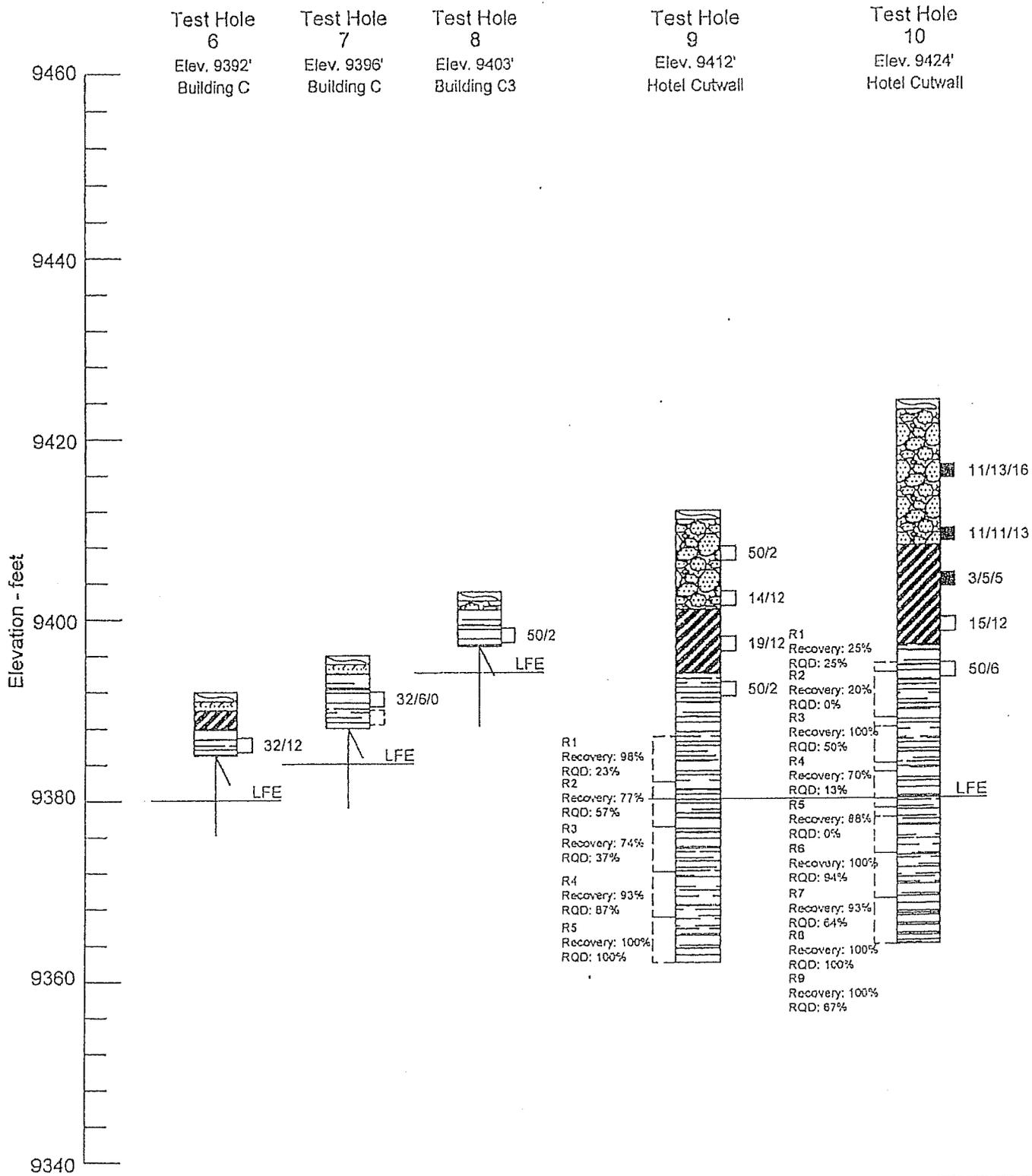
PSI Information
 To Build On
 Engineering • Consulting • Testing

BORING LOGS
GROUND ENGINEERING CONSULTANTS, INC.

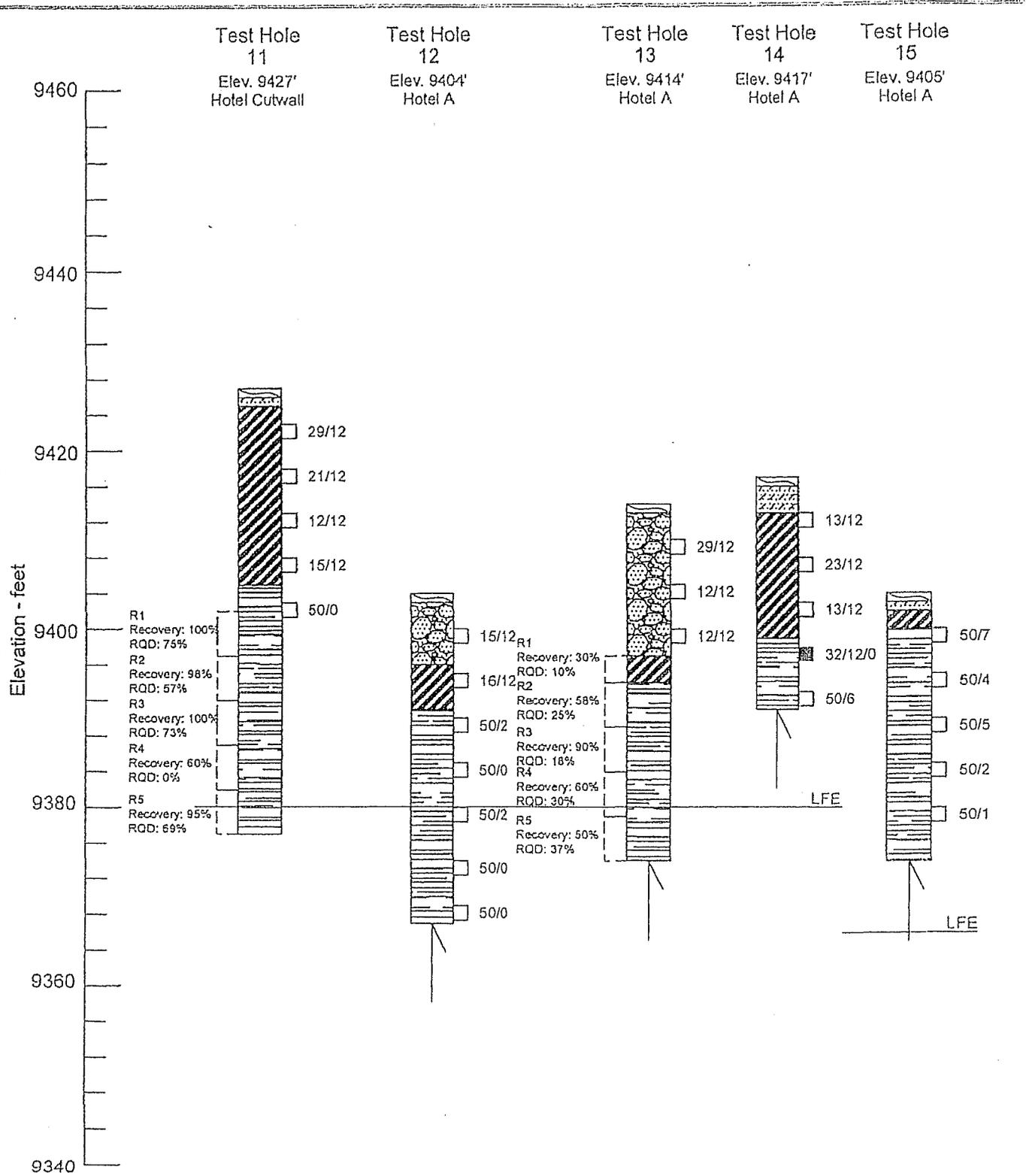
Reference: Subsurface Exploration Program
Geotechnical Recommendations
Proposed Lot 126 Hotel and Residential Development
Town of Mountain Village
Telluride, Colorado
August 29, 2006



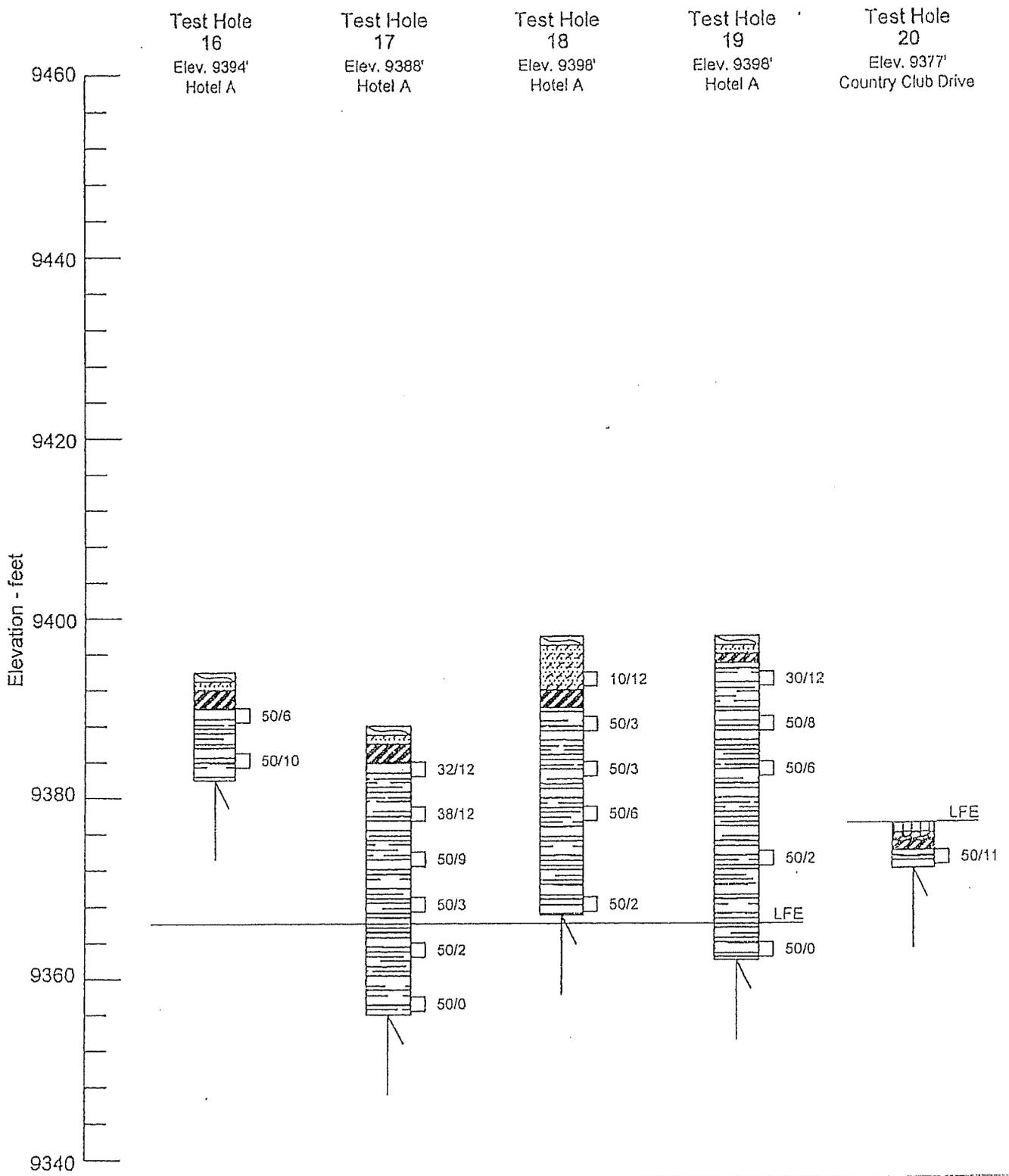
GROUND ENGINEERING CONSULTANTS	
LOGS OF TEST HOLES	
JOB NO. 06-3076	DRAWN BY: HS
FIGURE: 2	APPROVED BY: JS
CADFILE NAME:.....3076ELOG01.DWG.....	



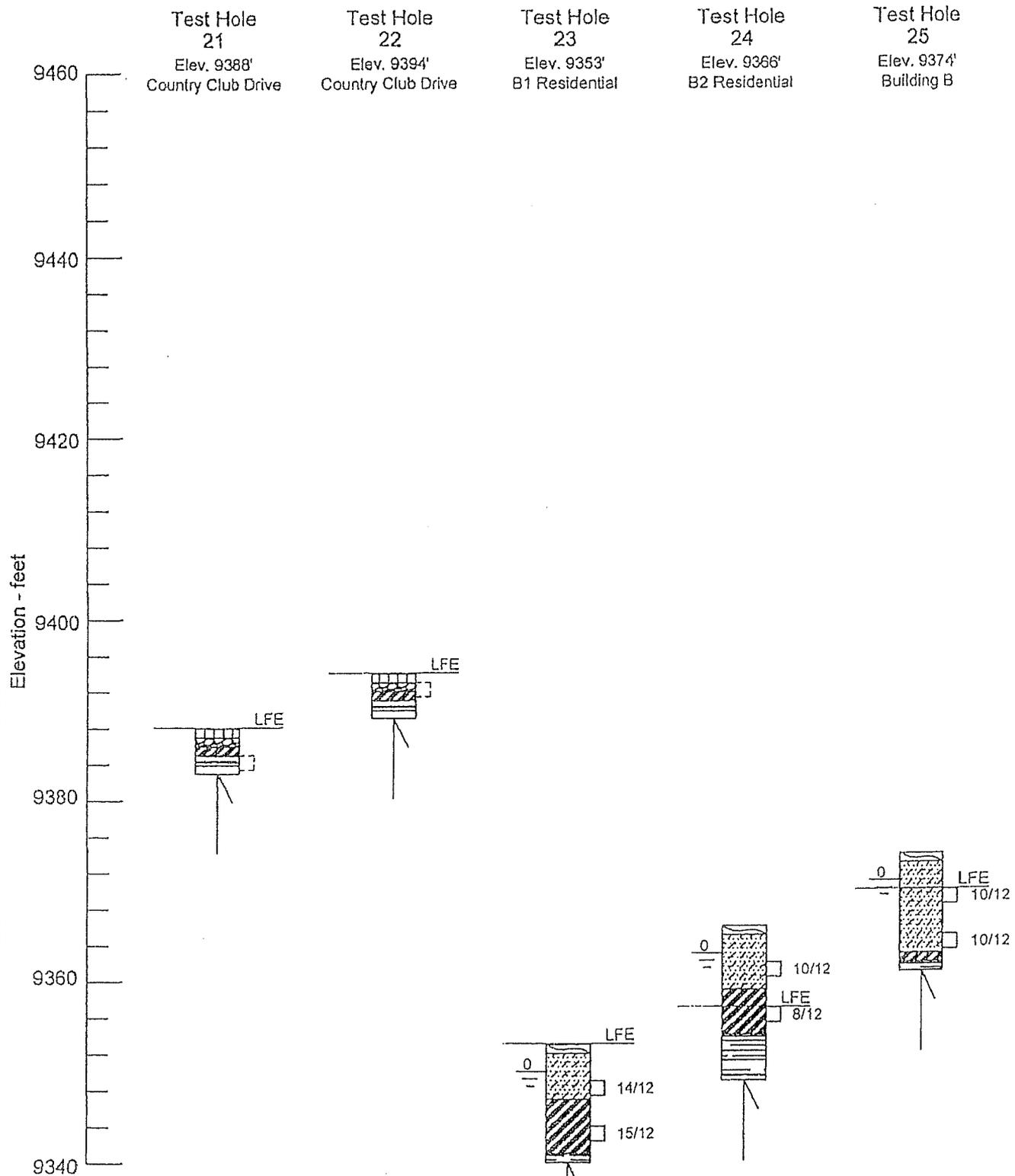
GROUND ENGINEERING CONSULTANTS	
LOGS OF TEST HOLES	
JOB NO. 06-3076	DRAWN BY: HS
FIGURE: 3	APPROVED BY: JS
CAO FILE NAME: 3076ELOG02.DWG	



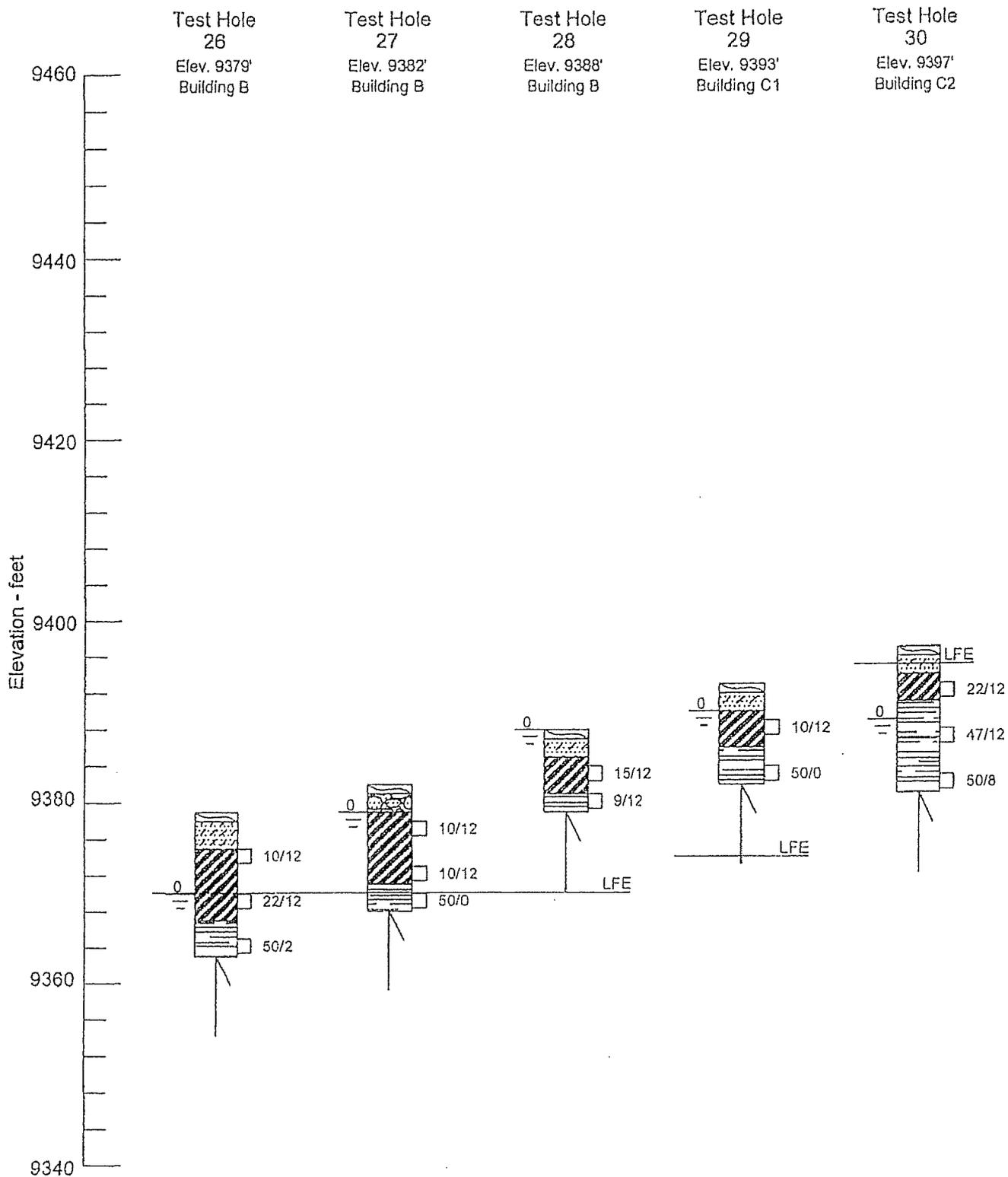
GROUND ENGINEERING CONSULTANTS	
LOGS OF TEST HOLES	
JOB NO. 06-3076	DRAWN BY: HS
FIGURE: 4	APPROVED BY: JS
CADFILE NAME:3076ELOG03.DWG	



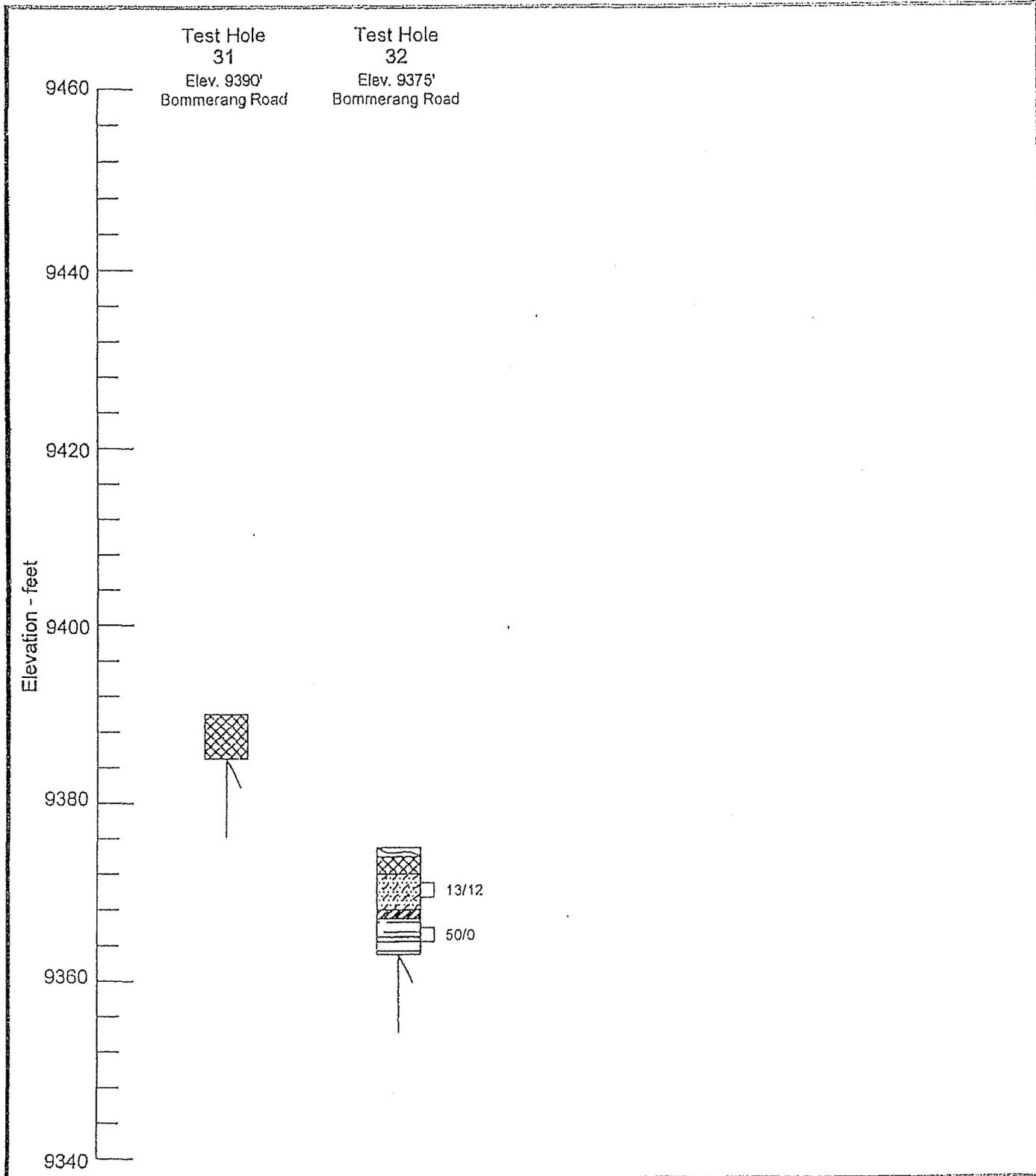
GROUND ENGINEERING CONSULTANTS	
LOGS OF TEST HOLES	
JOB NO. 06-3076	DRAWN BY: HS
FIGURE: 5	APPROVED BY: JS
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GROUND ENGINEERING CONSULTANTS	
LOGS OF TEST HOLES	
JOB NO. 06-3076	DRAWN BY: HS
FIGURE: 6	APPROVED BY: JS
CADFILE NAME: 3076ELOG05.DWG	



GROUND ENGINEERING CONSULTANTS	
LOGS OF TEST HOLES	
JOB NO. 06-3076	DRAWN BY: HS
FIGURE: 7	APPROVED BY: JS
CADFILE NAME:3076ELOG05.DWG.....	



GROUND ENGINEERING CONSULTANTS	
LOGS OF TEST HOLES	
JOB NO. 06-3076	DRAWN BY: HS
FIGURE: 8	APPROVED BY: JS
CADFILE NAME:3076ELOG07.DWG	

LEGEND:



Topsoil



Asphalt



Base Course



Fill: Clayey sand, glacial moraine, or shale spoils associated with the previous preliminary geotechnical test pits.



Glacial Moraine: Silty with gravels, cobbles and boulders up to 5 feet in diameter; fine to coarse grained with gravel, non- to low plastic, slightly to moist, medium dense to dense, and light brown to brown in color.



Sand and Clay: Silty with gravel and occasional layers and lenses of sandy clays; fine to coarse grained with gravel, non- to low plastic, slightly to moist, medium dense to dense, and light brown to brown in color.



Weathered Shale: Weathered to extremely weathered; non to low plastic, slightly to moist, and gray to black in color.



Shale Bedrock: Non to low plastic, hard to very hard, slightly moist to dry, and gray to black in color.



Drive sample, 2-inch I.D. California liner sample



Drive sample, 1-3/8 inch I.D. standard sample



Small disturbed sample

23/12

Drive sample blow count, indicates 23 blows of a 140-pound hammer falling 30 inches were required to drive the sampler 12 inches.



Rig Refusal

The material descriptions on this legend are for general classification purposes only. See the full text of this report for descriptions of the site materials and related recommendations.

GROUND ENGINEERING CONSULTANTS	
LEGEND	
JOB NO. 06-3076	DRAWN BY: HS
FIGURE: 9	APPROVED BY: BKS
CADFILE NAME: 3078ELEG01.DWG	

NOTES:

- 1) Test holes were drilled on 07/25-31/06 with 4-inch diameter continuous flight power augers.
- 2) Locations of the test holes were measured approximately by pacing from features shown on the site plan provided.
- 3) Elevations of the test holes were not measured and the logs of the test holes are drawn to depth.
- 4) The test hole locations and elevations should be considered accurate only to the degree implied by the method used.
- 5) The lines between materials shown on the test hole logs represent the approximate boundaries between material types and the transitions may be gradual.
- 6) Groundwater was not encountered during drilling. Groundwater levels can fluctuate seasonally and in response to landscape irrigation.

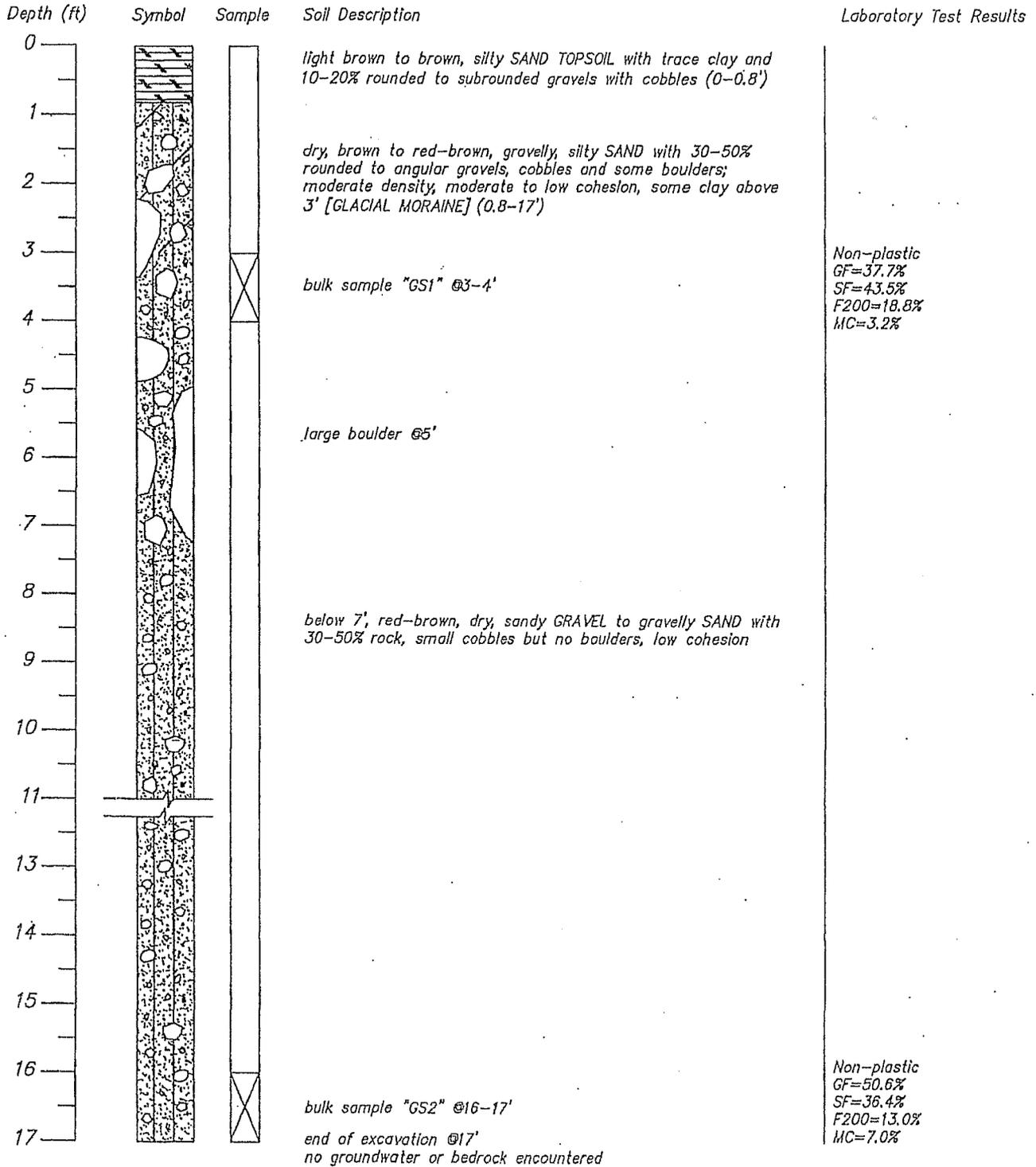
The material descriptions on this legend are for general classification purposes only. See the full text of this report for descriptions of the site materials and related recommendations.

GROUND ENGINEERING CONSULTANTS	
NOTES	
JOB NO. 06-3076	DRAWN BY: HS
FIGURE: 10	APPROVED BY: BKS
CAD FILE NAME:3076ELEG02.DWG.....	

TEST PIT LOGS
BUCKHORN GEOTECH

Reference: Soil Report
Mountain Village Condos-Hotel
Lots 126, 130, 152A, B and C
Telluride Mountain Village
San Miguel County, Colorado
January 31, 2006

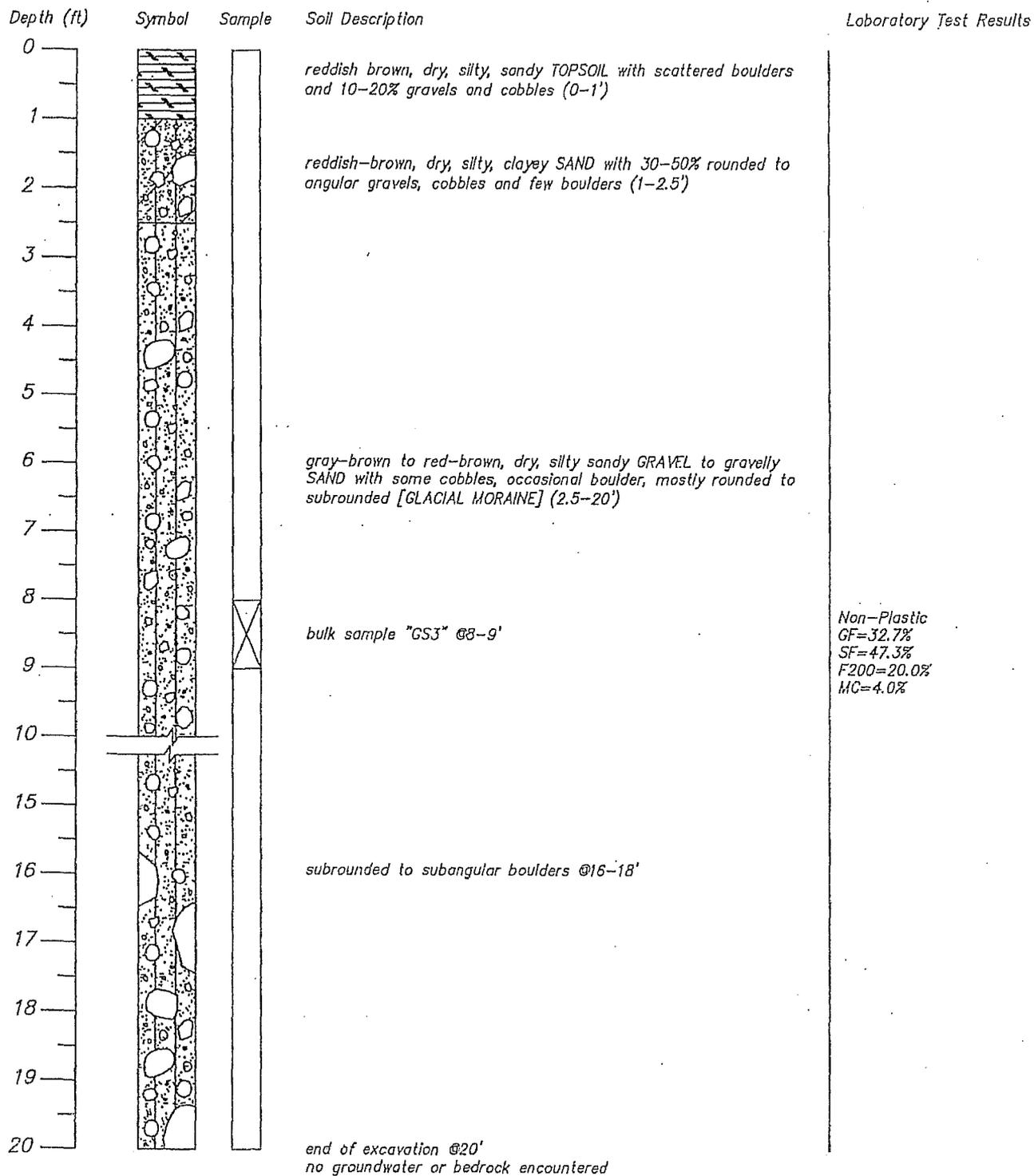
SOIL LOG TEST PIT #1 (TP#1)
 Lot 126 (NW corner)



DRAWING NUMBER 1 OF 12	INVESTIGATION TG	THE HONIGMAN GROUP MOUNTAIN VILLAGE CONDOS-HOTEL LOTS 126, 130, 152A,B,C TELLURIDE MOUNTAIN VILLAGE	 Civil, Structural, and Geotechnical Engineers, Inc. 222 South Park Avenue Montrose, Colorado 81401 Phone (970) 249-6828 Fax (970) 249-0945
	DRAFTING JG		
	DATE 9/15/05		
	JOB NO. 05-434-GEO		

SOIL LOG TEST PIT #2 (TP#2)

Lot 126 (NE corner)



DRAWING NUMBER 2 OF 12	INVESTIGATION	TG
	DRAFTING	JG
	DATE	9/15/05
	JOB NO.	05-434-GEO

THE HONIGMAN GROUP
 MOUNTAIN VILLAGE CONDOS-HOTEL
 LOTS 126, 130, 152A,B,C
 TELLURIDE MOUNTAIN VILLAGE

BUCKHORN GEOTECH

Civil, Structural, and Geotechnical Engineers, Inc.
 222 South Park Avenue
 Montrose, Colorado 81401
 Phone (970) 249-5528 Fax (970) 249-0945

SOIL LOG TEST PIT #3 (TP#3)
 Lot 126 (East side)

Depth (ft)	Symbol	Sample	Soil Description	Laboratory Test Results
0			<i>brown, dry, silty, sandy TOPSOIL with shale fragments (0-0.6')</i>	
1				
2				
3			<i>gray-brown, highly weathered/highly fractured SHALE; easily excavated, with 20-30% sandy, silty soil with some clay (0.6-5')</i>	
4				
5				
6				
7			<i>shale turns dark gray with little soil below 5', breaks into 2 to 4" plates; less weathered, formational Mancos shale; bedding appears to be 3-5' to SW (5-15')</i>	
8			<i>bulk sample "GS4" @8' (soak test)</i>	<i>shale had no reaction to soak test</i>
9			<i>slabs to 4"x12"x4" below 8', less weathered shale but mostly small pieces, vitrious glaze and gritty feel, no soil below 8'</i>	
10			<i>bulk sample "GS5" @10-11' (not tested)</i>	
11				
12			<i>hard below 12'</i>	
13				
14				
15			<i>end of excavation @15' (no moisture) no groundwater encountered</i>	
16				

DRAWING NUMBER
3
 OF 12

INVESTIGATION TG
 DRAFTING JG
 DATE 9/15/05
 JOB NO. 05-434-GEO

THE HONIGMAN GROUP
 MOUNTAIN VILLAGE CONDOS-HOTEL
 LOTS 126, 130, 152A,B,C
 TELLURIDE MOUNTAIN VILLAGE



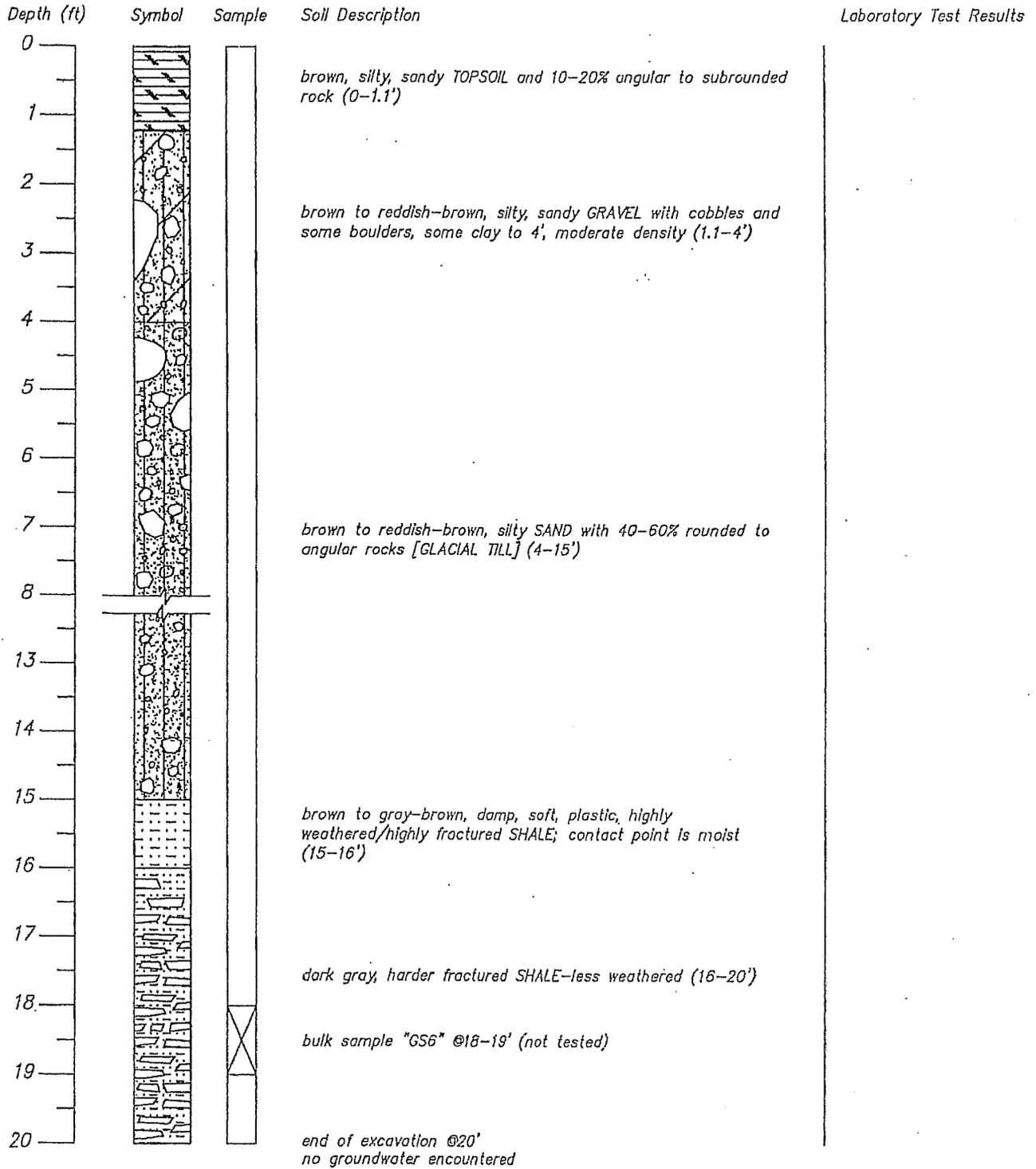
Civil, Structural, and Geotechnical Engineers, Inc.
 222 South Park Avenue
 Montrose, Colorado 81401
 Phone (970) 249-6828 Fax (970) 249-0945

SOIL LOG TEST PIT #4 (TP#4)
 Lot 126 (SE corner)

Depth (ft)	Symbol	Sample	Soil Description	Laboratory Test Results
0			brown, dry, sandy SILT TOPSOIL with 10-20% angular rock (0-1.1')	
1				
2				weathered sandy SHALE with 40-60% silty, clayey SAND interstitial soil and angular blocks of sandy shale (1.1-3.5')
3			highly weathered/highly fractured SHALE, similar to TP#3 (3.5-4')	
4			end of excavation @ 4' in weathered shale no groundwater encountered	
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				

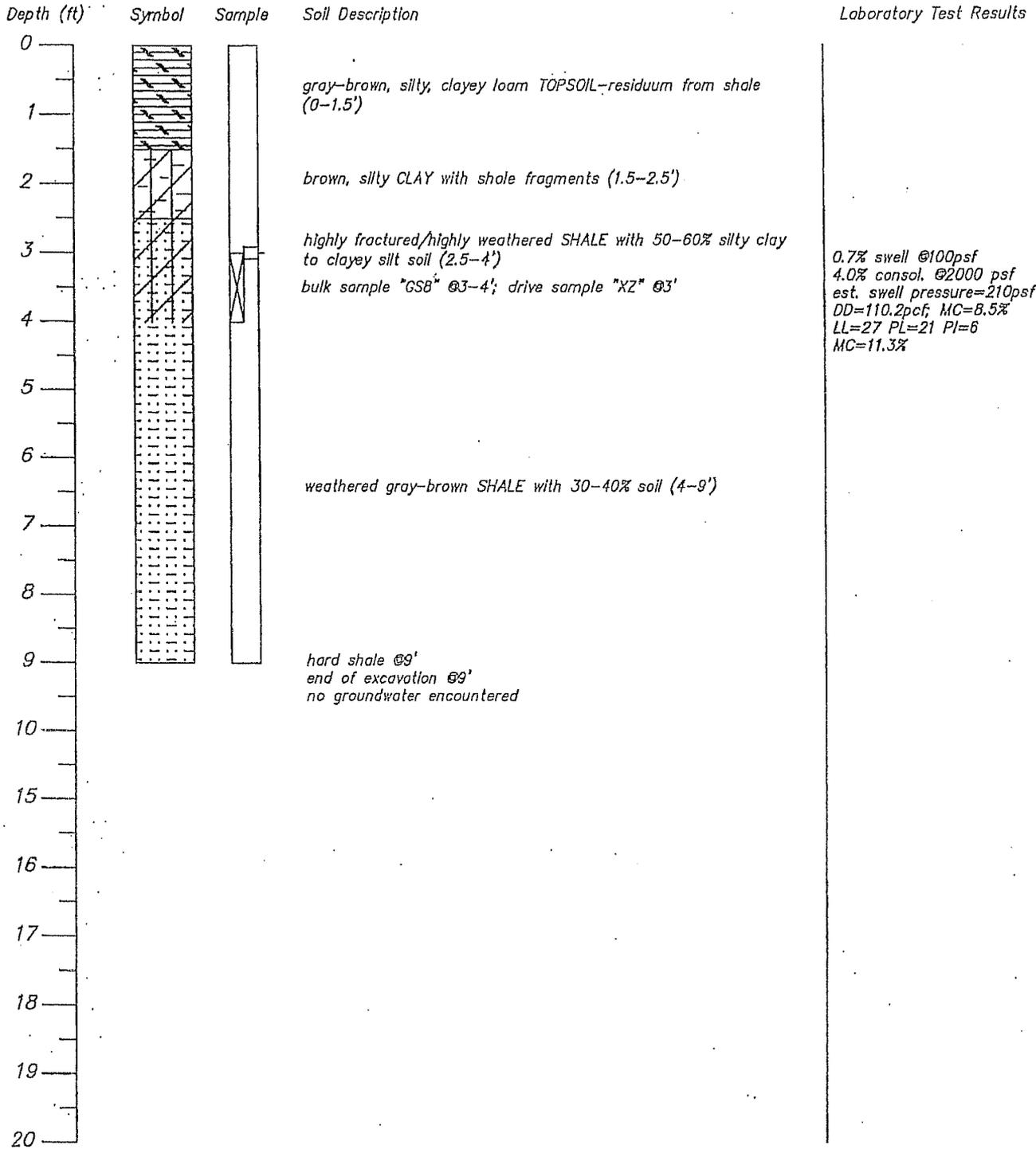
DRAWING NUMBER 4 OF 12	INVESTIGATION TG	THE HONIGMAN GROUP MOUNTAIN VILLAGE CONDOS-HOTEL LOTS 126, 130, 152A,B,C TELLURIDE MOUNTAIN VILLAGE	 Civil, Structural, and Geotechnical Engineers, Inc. 222 South Park Avenue Montrose, Colorado 81401 Phone (970) 249-6828 Fax (970) 249-0945
	DRAFTING JG		
	DATE 9/15/05		
	JOB NO. 05-434-GEO		

SOIL LOG TEST PIT #5 (TP#5)
 Lot 126 (south-central)



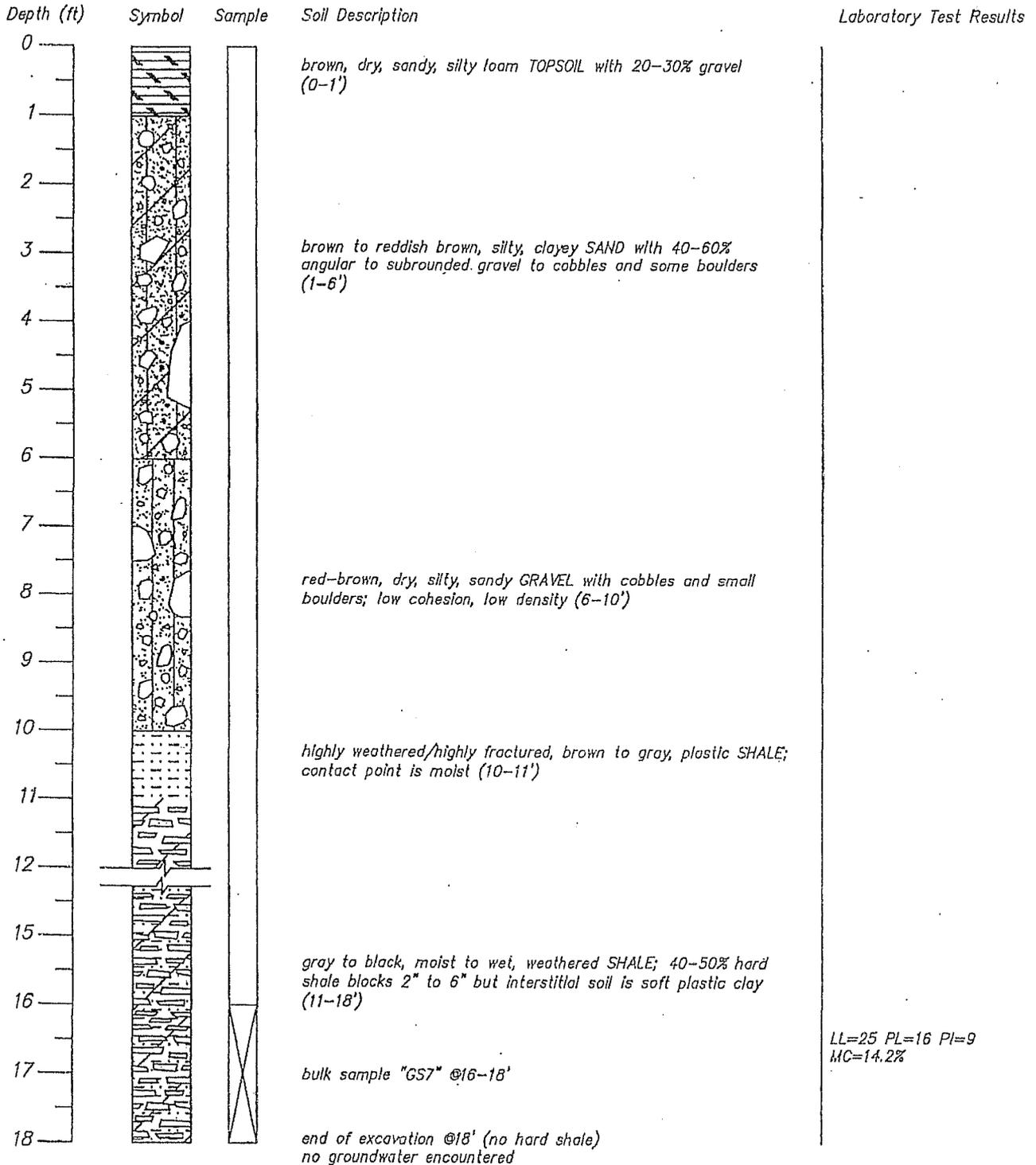
DRAWING NUMBER 5 OF 12	INVESTIGATION TG	THE HONIGMAN GROUP MOUNTAIN VILLAGE CONDOS-HOTEL LOTS 126, 130, 152A,B,C TELLURIDE MOUNTAIN VILLAGE	 Civil, Structural, and Geotechnical Engineers, Inc. 222 South Park Avenue Montrose, Colorado 81401 Phone (970) 246-6828 Fax (970) 249-0945
	DRAFTING JG		
	DATE 9/15/05		
	JOB NO. 05-434-GEO		

SOIL LOG TEST PIT #6 (TP#6)
 Lot 126 (SW corner)



DRAWING NUMBER 6 OF 12	INVESTIGATION TG	THE HONIGMAN GROUP MOUNTAIN VILLAGE CONDOS-HOTEL LOTS 126, 130, 152A,B,C TELLURIDE MOUNTAIN VILLAGE	 Civil, Structural, and Geotechnical Engineers, Inc. 222 South Park Avenue Montrose, Colorado 81401 Phone (970) 249-5828 Fax (970) 249-0945
	DRAFTING JG		
	DATE 9/15/05		
	JOB NO. 05-434-GEO		

SOIL LOG TEST PIT #7 (TP#7)
 Lot 126 (north of SW corner)



LL=25 PL=16 PI=9
 MC=14.2%

DRAWING NUMBER 7 OF 12	INVESTIGATION TG	THE HONIGMAN GROUP MOUNTAIN VILLAGE CONDOS-HOTEL LOTS 126, 130, 152A,B,C TELLURIDE MOUNTAIN VILLAGE	 Civil, Structural, and Geotechnical Engineers, Inc. 222 South Park Avenue Montrose, Colorado 81401 Phone (970) 249-6828 Fax (970) 249-0945
	DRAFTING JG		
	DATE 9/15/05		
	JOB NO. 05-434-GEO		

SOIL LOG TEST PIT #8 (TP#8)
Lot 130 (west side)

Depth (ft)	Symbol	Sample	Soil Description	Laboratory Test Results
0			<i>brown, dry, silty, sandy TOPSOIL with few rocks (0-1.3')</i>	
1			<i>gray-brown, sandy partially weathered SHALE, 20-40% silty sand soil, highly fractured (1.3-3')</i>	
2			<i>hard, less fractured sandy SHALE (3-4')</i>	
3			<i>refusal in very hard shaly sandstone @4' no groundwater encountered</i>	
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				

DRAWING NUMBER

8

OF 12

INVESTIGATION TG

DRAFTING JG

DATE 9/15/05

JOB NO. 05-434-GEO

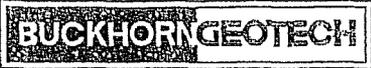
THE HONIGMAN GROUP
MOUNTAIN VILLAGE CONDOS-HOTEL
LOTS 126, 130, 152A,B,C
TELLURIDE MOUNTAIN VILLAGE



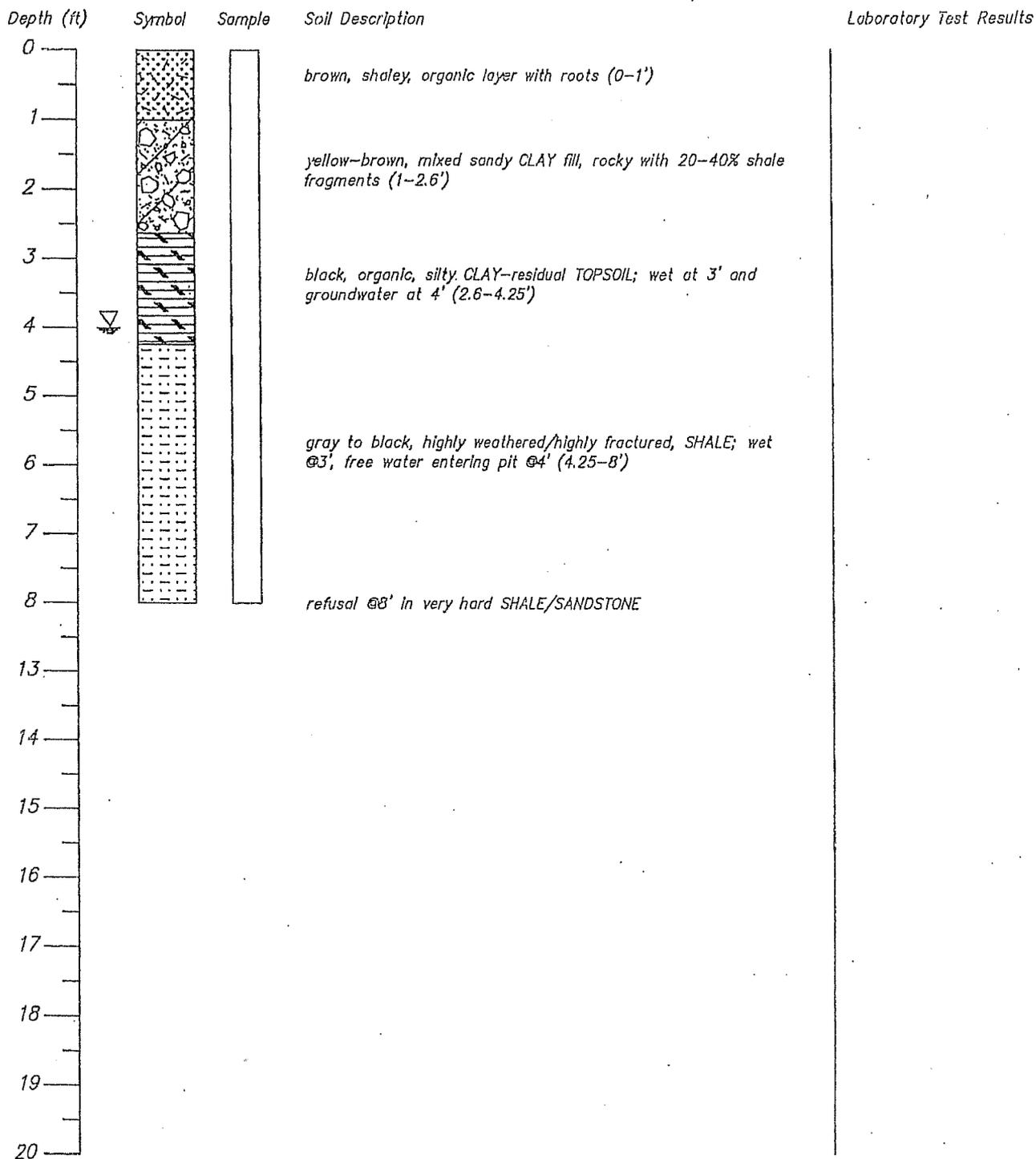
Civil, Structural, and Geotechnical Engineers, Inc.
222 South Park Avenue
Montrose, Colorado 81401
Phone (970) 249-6828 Fax (970) 249-0945

SOIL LOG TEST PIT #9 (TP#9)
Lot 130 (East side)

Depth (ft)	Symbol	Sample	Soil Description	Laboratory Test Results
0			<p><i>black, moist, organic loam TOPSOIL (0-1/1.1')</i></p>	
1			<p><i>brown to yellow-brown, moist, weathered sandy SHALE to shaley SANDSTONE, possibly sandy claystone (1/1.1-2.5')</i></p>	
2			<p><i>gray brown to orange, harder sandy SHALE; wet on fracture surfaces, vertical fractures with orange staining, clay in horizontal fracture surfaces (2.5-4.5')</i></p>	
3			<p><i>refusal @4.5' in very hard SHALE/SANDSTONE no groundwater encountered</i></p>	
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				

DRAWING NUMBER 9 OF 12	INVESTIGATION TG	THE HONIGMAN GROUP MOUNTAIN VILLAGE CONDOS-HOTEL LOTS 126, 130, 152A,B,C TELLURIDE MOUNTAIN VILLAGE	 Civil, Structural, and Geotechnical Engineers, Inc. 222 South Park Avenue Montrose, Colorado 81401 Phone (970) 249-6828 Fax (970) 249-0945
	DRAFTING JG		
	DATE 9/15/05		
	JOB NO. 05-434-GEO		

SOIL LOG TEST PIT #10 (TP#10)
 Lot 152C (north-central)



DRAWING NUMBER

10

OF 12

INVESTIGATION TG

DRAFTING JG

DATE 9/15/05

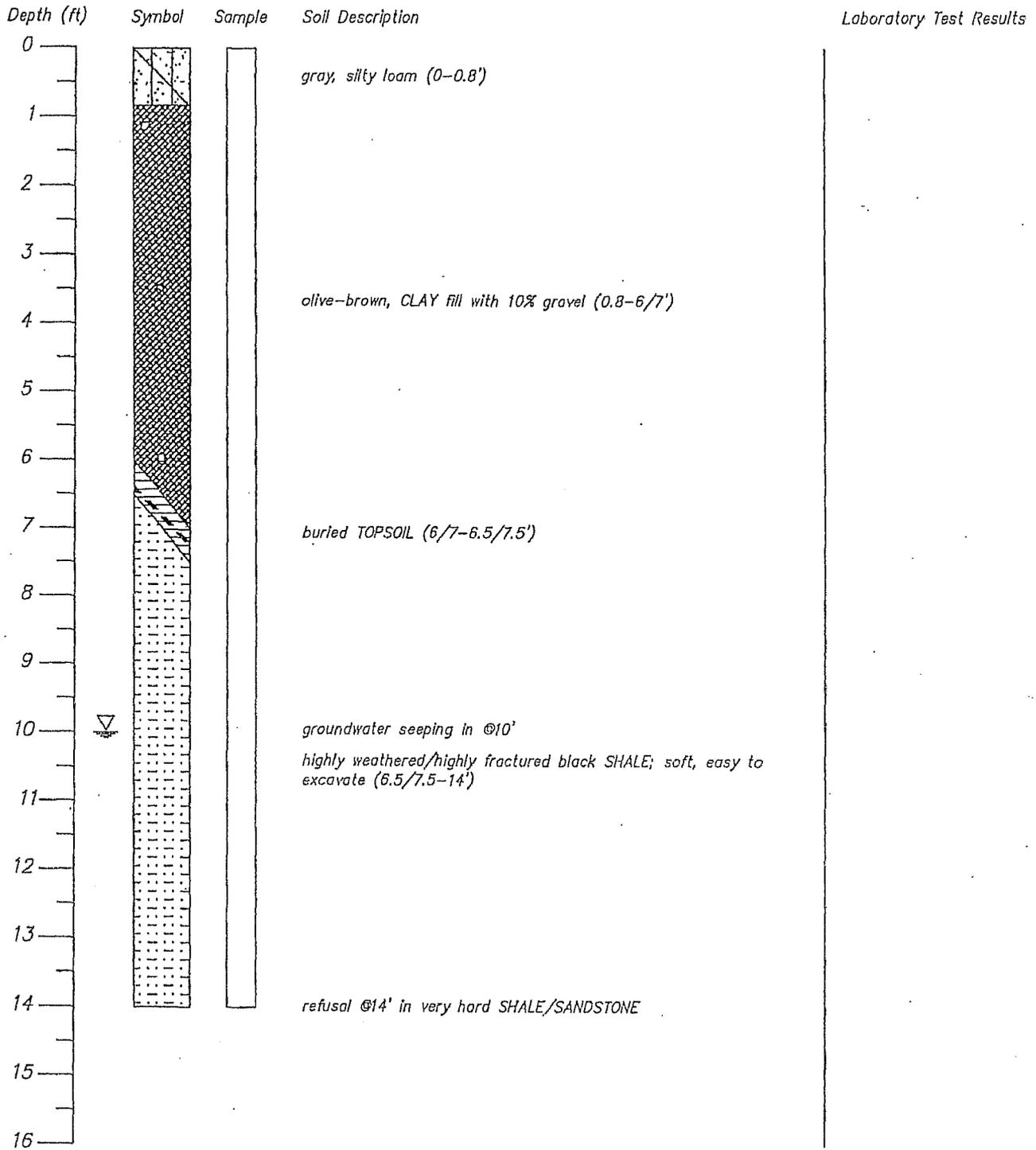
JOB NO. 05-434--GEO

THE HONIGMAN GROUP
 MOUNTAIN VILLAGE CONDOS-HOTEL
 LOTS 126, 130, 152A,B,C
 TELLURIDE MOUNTAIN VILLAGE

BUCKHORN GEOTECH

Civil, Structural, and Geotechnical Engineers, Inc.
 222 South Park Avenue
 Montrose, Colorado 81401
 Phone (970) 249-6828 Fax (970) 249-0945

SOIL LOG TEST PIT #11 (TP#11)
 Lot 152B (NE corner)



DRAWING NUMBER

11

OF 12

INVESTIGATION TG

DRAFTING JG

DATE 9/15/05

JOB NO. 05-434-GEO

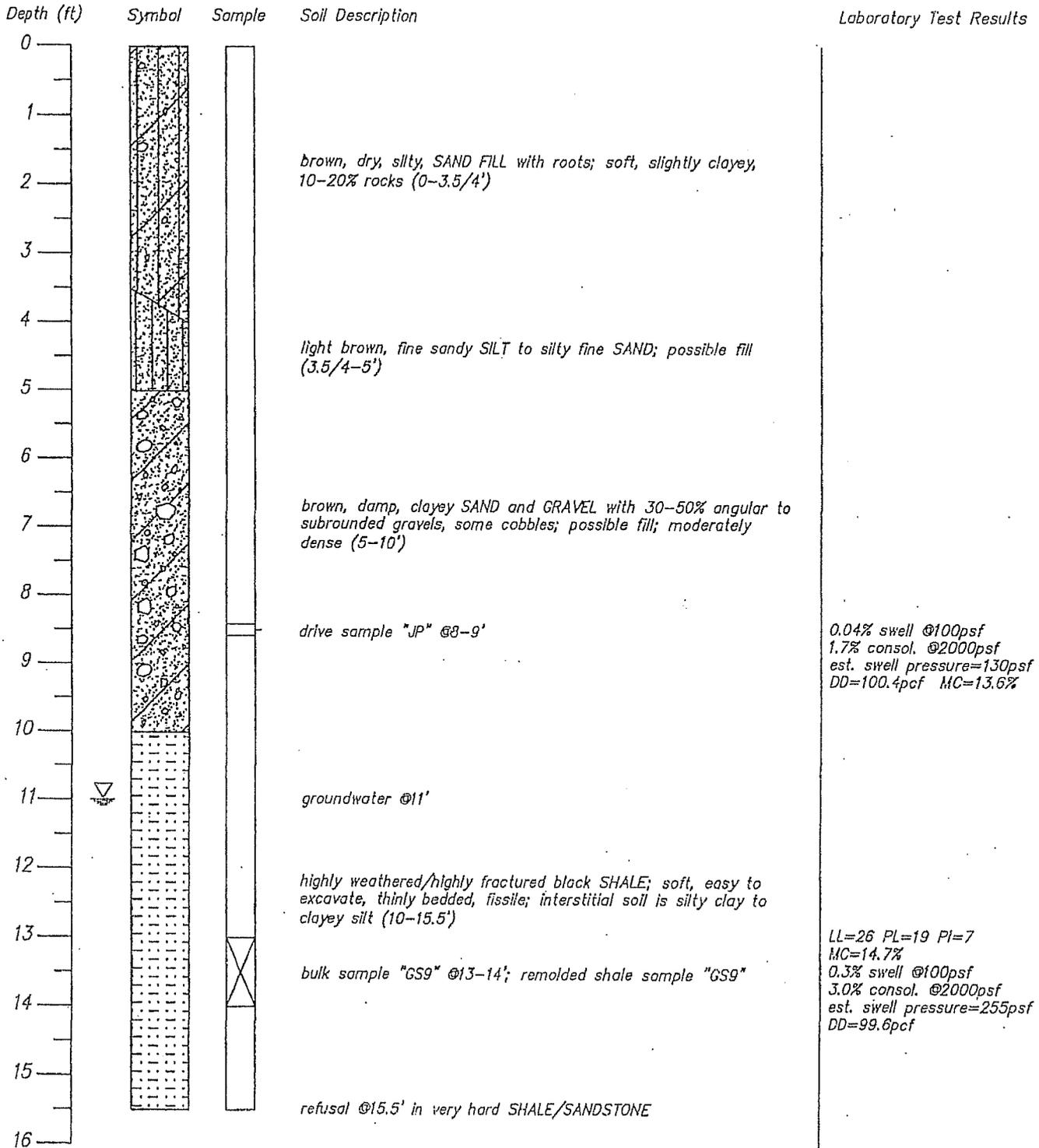
THE HONIGMAN GROUP
 MOUNTAIN VILLAGE CONDOS-HOTEL
 LOTS 126, 130, 152A,B,C
 TELLURIDE MOUNTAIN VILLAGE



Civil, Structural, and Geotechnical Engineers, Inc.
 222 South Park Avenue
 Montrose, Colorado 81401
 Phone (970) 249-6828 Fax (970) 249-0945

SOIL LOG TEST PIT #12 (TP#12)

Lot 152A (NE corner)



DRAWING NUMBER

12

OF 12

INVESTIGATION TG

DRAFTING JG

DATE 9/15/05

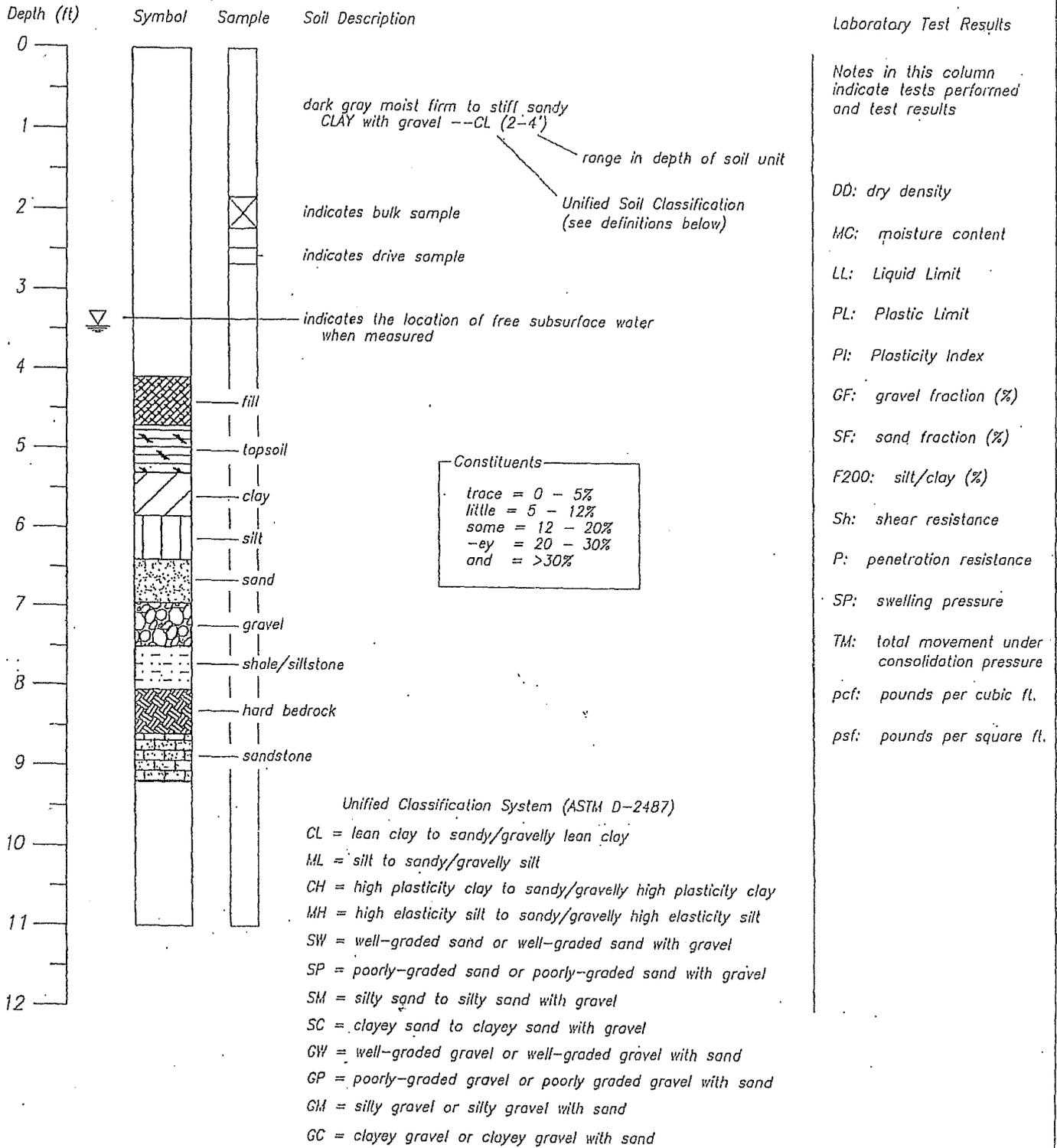
JOB NO. 05-434-GEO

THE HONIGMAN GROUP
MOUNTAIN VILLAGE CONDOS-HOTEL
LOTS 126, 130, 152A,B,C
TELLURIDE MOUNTAIN VILLAGE

BUCKHORN GEOTECH

Civil, Structural, and Geotechnical Engineers, Inc.
222 South Park Avenue
Montrose, Colorado 81401
Phone (970) 249-6828 Fax (970) 249-0945

SOIL LOG KEY



DRAWING NUMBER 1 OF 1	INVESTIGATION
	DRAFTING
	DATE
	JOB NO.

SOIL LOG KEY

BUCKHORN GEOTECH

Civil, Structural, and Geotechnical Engineers, Inc.
222 South Park Avenue
Montrose, Colorado 81401
Phone (970) 249-6828 Fax (970) 249-0945

Thank you!

LOTS 126R, 152R, TRACT OSP-126 & TRACT OSP-118

TOWN OF MOUNTAIN VILLAGE, CO

REZONING/DENSITY TRANSFER APPLICATION

SEPTEMBER 19, 2022

REVISED AS OF MARCH 24, 2023

Project Description

The application proposes Lot 126R to be rezoned from one (1) Multi-Family Lot and subdivide into nine (9) individual Single Family Lots and to reallocate OSP-118 and OSP-126. All excess density is proposed to be moved to the Town of Mountain Village Density Bank, including all Employee Dorm and Employee Apartment units. Total persons of density for Lot 126R will be dramatically reduced from 286 persons to 36 persons. A private Access Tract (Tract 126-A) is proposed to be carved out of Lot 126R in order to provide one internal access from Country Club Drive to seven (7) of the Single Family Lots. The proposed development preserves and maintains much of the currently existing open space on Lot 126R with no change to total amount of acreage. However, OSP-126 has been relocated along the west and north edges of Lot 126R buffering existing residential development. And, OSP-118 has been reconfigured to remove the extension along the east edge of Lot 126R and adjacent residential development, which will be primarily redesignated as General Easement on Lot 126R-1. The reconfigured open space parcels OSP-118 and OSP-126 provide increased separation and buffers for adjacent properties and trails.

The application proposes to maintain the Multi-family zoning for Lot 152R, however, the density is proposed to be significantly reduced from 23 Condominium Units to 12 Condominium Units. The Applicant proposes to transfer 11 Condominium Units of density from Lot 152R to the Town of Mountain Village Density Bank. Total persons of density for Lot 152R will be reduced from 69 persons to 36. A portion of the lot 152R is proposed to be subdivided to create a new open space parcel, OSP-152R, which will be rezoned from Multi-family to Passive Open Space. The open space is proposed to provide an additional buffer for the Big Billie's Trail and to protect existing wetlands on the Property.

Base Telluride intends to develop both Lot 152R and the Lot 126R Single Family lots in an integrated development that will include the creation of a common interest community and an owners association for the entire Property. Detailed architectural plans for the integrated development will be presented after the Property is rezoned and subdivided in connection with the current proposed applications.

The work contained within these documents consists of the primary elements listed below:

1. Existing Conditions Plan - Refer to Surveyor Drawings
2. Conceptual Site Plan
3. Conceptual Grading Plan - Refer to Civil Engineering Drawings
4. Computer Massing Model
5. Conceptual Landscaping Plan
6. Conceptual Infrastructure Plan - Refer to Civil Engineering Drawings
7. Conceptual Plat - Refer to Surveyor Drawings

Vicinity Map



Sheet Index

Sheet No.	Sheet Title	SEPTEMBER 19, 2022	DECEMBER 9, 2022	JANUARY 13, 2023	MARCH 24, 2023
Application Drawings:					
GENERAL INFORMATION:					
L0-00	Cover Page	•	•	•	•
	Existing Condition Plan	•	•	•	•
PROPOSED DEVELOPMENT PLAN:					
L1	Conceptual Site Plan	•	•	•	•
C1	Civil Engineering Notes	•	•	•	•
C2.1	Overall Site Plan/Conceptual Grading Plan	•	•	•	•
C2.2	Upper Lot Access - Plan & Profile	•	•	•	•
C2.3	Road Improvements with Country Club Profile	•	•	•	•
L2	Site Development Concept - Plan	•	•	•	•
L3	Site Development Concept - Computer Massing	•	•	•	•
L4	Conceptual Landscaping Plan	•	•	•	•
L5	Proposed Zoning Plan	•	•	•	•
L6	Proposed Trail Exhibit	•	•	•	•
CONCEPTUAL INFRASTRUCTURE PLAN:					
C3	Utility Mains/Conceptual Infrastructure Plan	•	•	•	•
	Conceptual Access Plan - See Upper Lot Access	•	•	•	•
PROPOSED PLAT:					
	Proposed Plat - General Notes	•	•	•	•
	Proposed Plat	•	•	•	•
	Vacated Easements	•	•	•	•
ADDITIONAL EXHIBITS:					
	Existing Boomerang Trail Location	•	•	•	•
	Relocated Boomerang Trail Easement Exhibit	•	•	•	•
	Public Improvements Cost Spreadsheet	•	•	•	•
SHEET LEGEND KEY:					
	• Indicates included sheet				
	○ Indicates included but revised sheet				

OWNER:
BASE Telluride
 305 Benchmark Dr
 Mountain Village, CO 81435
 Tel: (512) 420-7317

LANDSCAPE ARCHITECT:
DESIGNWORKSHOP
 120 East Main Street
 Aspen, Colorado 81611
 Tel: (970) 925-8354
 Fax: (970) 920-1387
 Contact: Darla Callaway

CIVIL ENGINEER:
 Uncompahgre Engineering, LLC
 PO Box 3945
 Telluride, CO 81435
 Tel: (970) 729-0683
 Contact: David Ballode

LAND USE ATTORNEY:
 The Law Offices of Stephanie L. Fanos
 101 East Colorado Avenue, Suite 201-A
 Telluride, Colorado 81435
 Tel: (970) 728-1861
 Fax: (866) 515-1221
 Contact: Stephanie L. Fanos

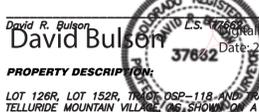
SURVEYOR:
 Bulson Surveying
 166 Alexander Overlook
 Telluride, CO 81435
 Tel: (970) 318-6987
 Contact: David Bulson

Existing Conditions/Improvement Survey

Lots 126R and 152R and Tracts OSP-118 and OSP-126, Town of Mountain Village County of San Miguel, State of Colorado.

SURVEYOR'S STATEMENT:

This Existing Conditions/Improvement Survey of Lots 126R and 152R and Tracts OSP-118 and OSP-126, Town of Mountain Village, was field surveyed during July of 2022 under the direct responsibility, supervision and checking of David R. Bulson of Bulson Surveying, being a Colorado Licensed Surveyor; this Survey is not an Improvement Location Certificate, Land Survey Plat or Improvement Survey Plat as defined by C.S. Article 51 or Article 51.

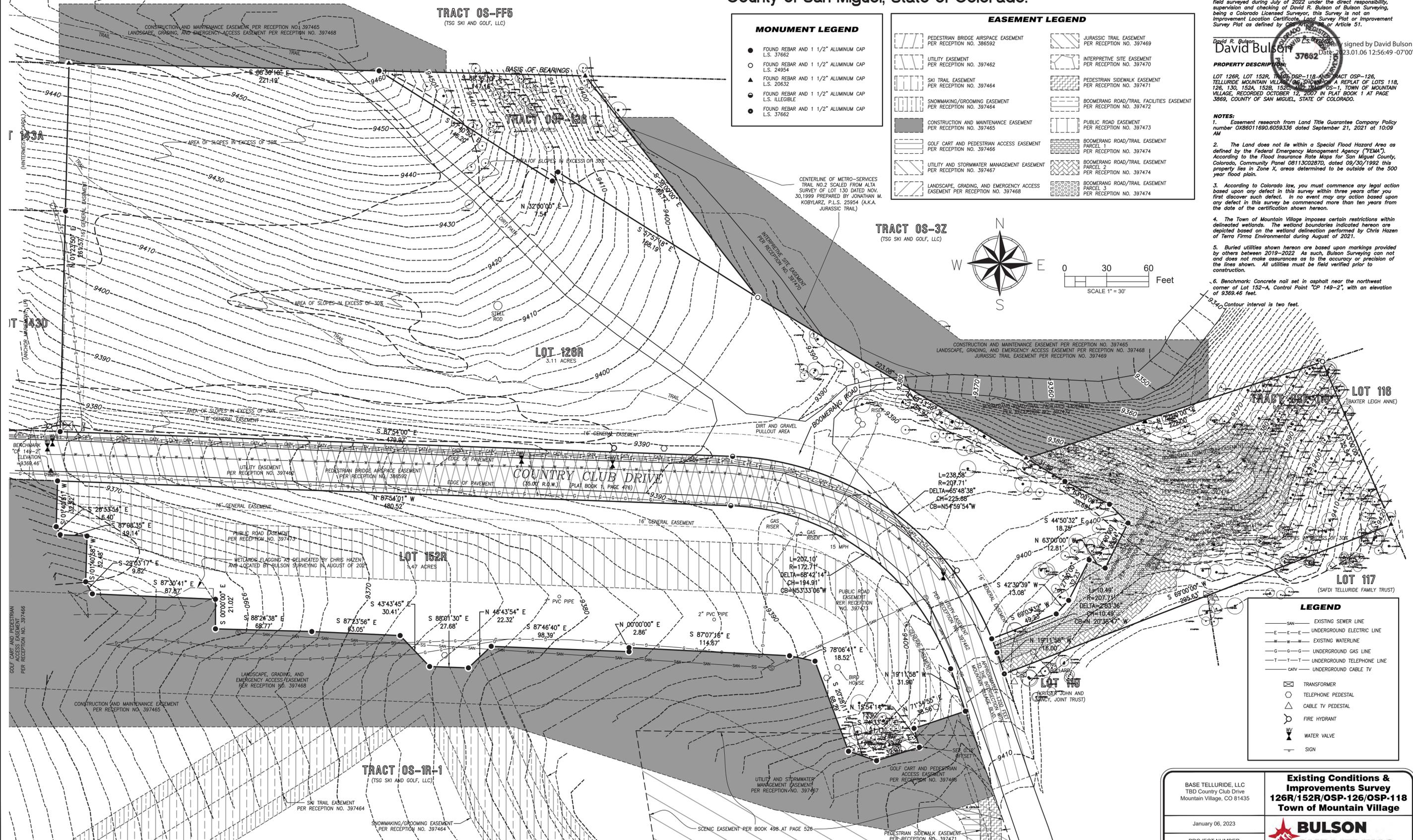
David R. Bulson

 Date: 2023.01.06 12:56:49 -0700'

PROPERTY DESCRIPTION:

LOT 126R, LOT 152R, TRACT OSP-118 AND TRACT OSP-126, TELLURIDE MOUNTAIN VILLAGE, AS SHOWN ON A PLAT OF LOTS 118, 126, 130, 152A, 152B, 152C AND TRACTS OSP-1, TOWN OF MOUNTAIN VILLAGE, RECORDED OCTOBER 12, 2007 IN PLAT BOOK 1 AT PAGE 3689, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

NOTES:

- Easement research from Land Title Guarantee Company Policy number OX86011690.6059336 dated September 21, 2021 at 10:09 AM
- The Land does not lie within a Special Flood Hazard Area as defined by the Federal Emergency Management Agency (FEMA). According to the Flood Insurance Rate Maps for San Miguel County, Colorado, Community Panel 081302027D, dated 08/30/1992 this property lies in Zone X, areas determined to be outside of the 500 year flood plain.
- 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.
- The Town of Mountain Village imposes certain restrictions within delineated wetlands. The wetland boundaries indicated hereon are depicted based on the wetland delineation performed by Chris Hazen of Terra Firma Environmental during August of 2021.
- Buried utilities shown hereon are based upon markings provided by others between 2019-2022. As such, Bulson Surveying can not and does not make assurances as to the accuracy or precision of the lines shown. All utilities must be field verified prior to construction.
- Benchmark: Concrete nail set in asphalt near the northwest corner of Lot 152-A, Control Point "CP 149-2", with an elevation of 9368.46 feet.



MONUMENT LEGEND

- FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 37662
- FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 24954
- ▲ FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 20632
- FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. ILLEGIBLE
- FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 37662

EASEMENT LEGEND

	PEDESTRIAN BRIDGE AIRSPACE EASEMENT PER RECEPTION NO. 386592		JURASSIC TRAIL EASEMENT PER RECEPTION NO. 397469
	UTILITY EASEMENT PER RECEPTION NO. 397462		INTERPRETIVE SITE EASEMENT PER RECEPTION NO. 397470
	SKI TRAIL EASEMENT PER RECEPTION NO. 397464		PEDESTRIAN SIDEWALK EASEMENT PER RECEPTION NO. 397471
	SNOWMAKING/GROOMING EASEMENT PER RECEPTION NO. 397464		BOOMERANG ROAD/TRAIL FACILITIES EASEMENT PER RECEPTION NO. 397472
	CONSTRUCTION AND MAINTENANCE EASEMENT PER RECEPTION NO. 397465		PUBLIC ROAD EASEMENT PER RECEPTION NO. 397473
	GOLF CART AND PEDESTRIAN ACCESS EASEMENT PER RECEPTION NO. 397466		BOOMERANG ROAD/TRAIL EASEMENT PARCEL 1 PER RECEPTION NO. 397474
	UTILITY AND STORMWATER MANAGEMENT EASEMENT PER RECEPTION NO. 397467		BOOMERANG ROAD/TRAIL EASEMENT PARCEL 2 PER RECEPTION NO. 397474
	LANDSCAPE, GRADING, AND EMERGENCY ACCESS EASEMENT PER RECEPTION NO. 397468		BOOMERANG ROAD/TRAIL EASEMENT PER RECEPTION NO. 397474

LEGEND

	EXISTING SEWER LINE
	UNDERGROUND ELECTRIC LINE
	EXISTING WATERLINE
	UNDERGROUND GAS LINE
	UNDERGROUND TELEPHONE LINE
	UNDERGROUND CABLE TV
	TRANSFORMER
	TELEPHONE PEDESTAL
	CABLE TV PEDESTAL
	FIRE HYDRANT
	WATER VALVE
	SIGN

BASE TELLURIDE, LLC TBD Country Club Drive Mountain Village, CO 81435	Existing Conditions & Improvements Survey 126R/152R/OSP-126/OSP-118 Town of Mountain Village
January 06, 2023	
PROJECT NUMBER 21063	

SLOPE LEGEND

 SLOPE 30% OR GREATER

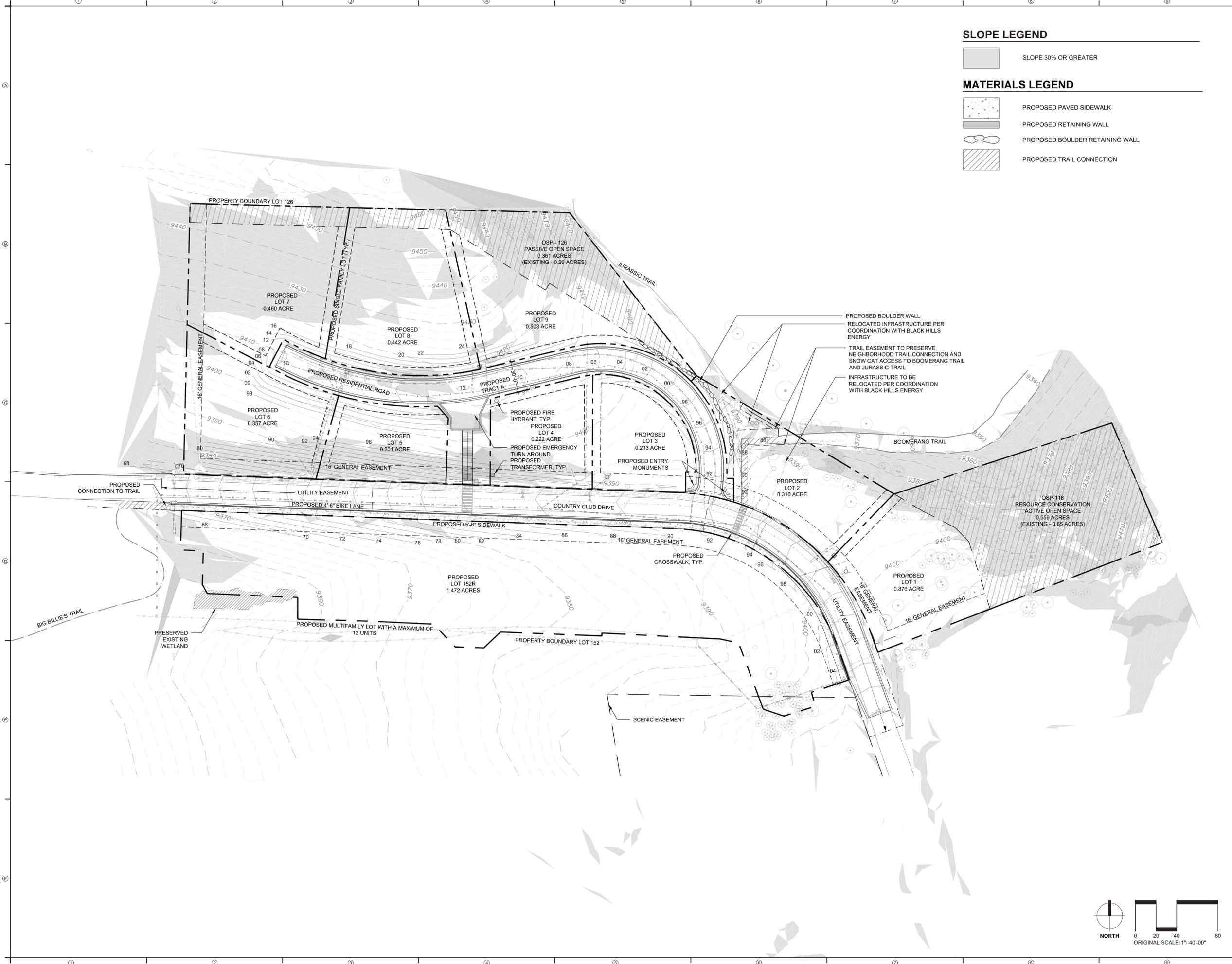
MATERIALS LEGEND

 PROPOSED PAVED SIDEWALK

 PROPOSED RETAINING WALL

 PROPOSED BOULDER RETAINING WALL

 PROPOSED TRAIL CONNECTION



LOT 126R | LOT 152R
BASE TELLURIDE
 MOUNTAIN VILLAGE, COLORADO

NOT FOR CONSTRUCTION

ISSUE DATE: SEPTEMBER 19, 2022

REVISIONS	DATE	DESCRIPTION
1	12/9/2022	RESUBMITTAL
2	1/23/2023	LOC RESUBMITTAL
3	3/24/2023	RESUBMITTAL

DRAWN: SG, CC REVIEWED: DC

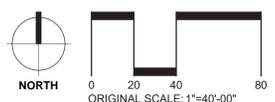
REZONING/DENSITY TRANSFER APPLICATION

PROJECT NUMBER: 6762

CONCEPTUAL SITE PLAN

SHEET NUMBER

L1



GENERAL CIVIL ENGINEERING NOTES:

1. THE EXISTING UTILITY LINES SHOWN ON THE PLANS ARE APPROXIMATE. AT LEAST TWO (2) FULL WORKING DAYS PRIOR TO COMMENCING CONSTRUCTION, THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO @ 1-800-922-1987 OR 811 TO GET ALL UTILITIES LOCATED. IF ANY OF THESE UNDERGROUND UTILITIES ARE IN CONFLICT WITH THE CONSTRUCTION PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND WORK WITH THE ENGINEER TO FIND A SOLUTION BEFORE THE START OF CONSTRUCTION.

INSTALLATION AND SEPARATION REQUIREMENTS SHALL BE COORDINATED WITH THE INDIVIDUAL UTILITY PROVIDERS.

THE UTILITY PROVIDERS ARE:
SEWER, WATER, AND CABLE TV: TOWN OF MOUNTAIN VILLAGE
NATURAL GAS: BLACK HILLS ENERGY
POWER: SAN MIGUEL POWER
TELEPHONE: CENTURY LINK

2. PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES ALL PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES ALL NECESSARY PERMITS SHALL BE OBTAINED BY THE OWNER OR CONTRACTOR.

3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT EXCAVATED SLOPES ARE SAFE AND COMPLY WITH OSHA REQUIREMENTS. REFER TO THE SITE-SPECIFIC REPORT FOR THIS PROJECT FOR ADDITIONAL INFORMATION.

4. ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED OR LAID BACK PER OSHA REGULATIONS.

5. ALL MATERIALS AND CONSTRUCTION SHALL BE IN ALL MATERIALS AND CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE TOWN OF MOUNTAIN VILLAGE DESIGN STANDARDS LATEST EDITION. ALL CONSTRUCTION WITHIN EXISTING STREET OR ALLEY RIGHT-OF-WAY SHALL BE SUBJECT TO TOWN OF MOUNTAIN VILLAGE INSPECTION.

6. THE CONTRACTOR SHALL HAVE ONE COPY OF THE STAMPED PLANS ON THE JOB SITE AT ALL TIMES.

7. THE CONTRACTOR SHALL NOTIFY THE TOWN 48 HOURS PRIOR TO THE START OF CONSTRUCTION.

8. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING EROSION AND SEDIMENT CONTROL MEASURES AT ALL TIMES DURING CONSTRUCTION. THE ADJOINING ROADWAYS SHALL BE FREE OF DEBRIS AT THE END OF CONSTRUCTION ACTIVITIES EACH DAY.

9. THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN PROPER TRAFFIC CONTROL DEVICES UNTIL THE SITE IS OPEN TO TRAFFIC. ANY TRAFFIC CLOSURES MUST BE COORDINATED WITH THE TOWN OF MOUNTAIN VILLAGE.

10. ALL DAMAGE TO PUBLIC STREETS AND ROADS, INCLUDING HAUL ROUTES, TRAILS, OR STREET IMPROVEMENTS, OR TO PRIVATE PROPERTY, SHALL BE REPAIRED AT THE SOLE EXPENSE OF THE CONTRACTOR TO THE ORIGINAL CONDITIONS.

11. WHEN AN EXISTING ASPHALT STREET IS CUT, THE STREET MUST BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN ITS ORIGINAL CONDITION. THE FINISHED PATCH SHALL BLEND SMOOTHLY INTO THE EXISTING SURFACE. ALL LARGE PATCHES SHALL BE PAVED WITH AN ASPHALT LAY-DOWN MACHINE.

12. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL COORDINATE THE DISCHARGE REQUIREMENTS WITH THE TOWN OF MOUNTAIN VILLAGE.

13. CONTRACTOR SHALL NOTIFY ALL RESIDENTS IN WRITING 24 HOURS PRIOR TO ANY SHUT-OFF IN SERVICE. THE NOTICES MUST HAVE CONTRACTOR'S PHONE NUMBER AND NAME OF CONTACT PERSON, AND EMERGENCY PHONE NUMBER FOR AFTER HOURS CALLS. ALL SHUT-OFFS MUST BE APPROVED BY THE TOWN AND TOWN VALVES AND APPURTENANCES SHALL BE OPERATED BY TOWN PERSONNEL.

14. CONTRACTOR SHALL KEEP SITE CLEAN AND LITTER FREE (INCLUDING CIGARETTE BUTTS) BY PROVIDING A CONSTRUCTION DEBRIS TRASH CONTAINER AND A BEAR-PROOF POLY-CART TRASH CONTAINER, WHICH IS TO BE LOCKED AT ALL TIMES.

15. CONTRACTOR MUST BE AWARE OF ALL TREES TO REMAIN PER THE DESIGN AND APPROVAL PROCESS AND PROTECT THEM ACCORDINGLY.

16. THE CONTRACTOR SHALL PROVIDE UNDERGROUND UTILITY AS-BUILTS TO THE TOWN.

17. ALL STRUCTURAL FILL UNDER HARDSCAPE OR ROADS MUST BE COMPACTED TO 95% MODIFIED PROCTOR (MIN.) AT PLUS OR MINUS 2% OF THE OPTIMUM MOISTURE CONTENT. NON-STRUCTURAL FILL SHALL BE PLACED AT 90% (MIN.) MODIFIED PROCTOR.

18. UNSUITABLE MATERIAL SHALL BE REMOVED AS REQUIRED BY THE SOILS ENGINEER. ALL MATERIALS SUCH AS LUMBER, LOGS, BRUSH, TOPSOIL OR ORGANIC MATERIALS OR RUBBISH SHALL BE REMOVED FROM ALL AREAS TO RECEIVE COMPACTED FILL.

19. NO MATERIAL SHALL BE COMPACTED WHEN FROZEN.

20. NATIVE TOPSOIL SHALL BE STOCKPILED TO THE EXTENT FEASIBLE ON THE SITE FOR USE ON AREAS TO BE REVEGETATED.

21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DUST ABATEMENT AND EROSION CONTROL MEASURES DEEMED NECESSARY BY THE TOWN, IF CONDITIONS WARRANT THEM.

22. ALL DISTURBED GROUND SHALL BE RE-SEEDING WITH A TOWN-APPROVED SEED MIX. REFER TO THE LANDSCAPE PLAN.

23. THE CONTRACTOR IS REQUIRED TO PROTECT ALL EXISTING SURVEY MONUMENTATION AND PROPERTY CORNERS DURING GRADING AND CONSTRUCTION.

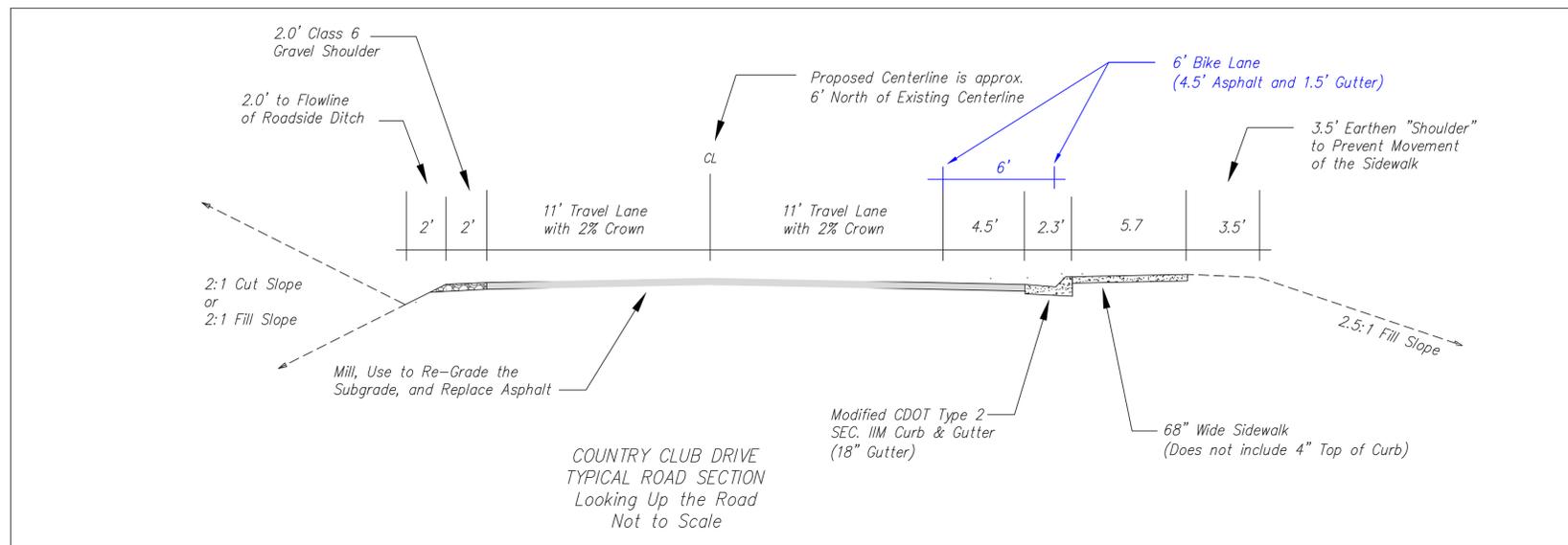
24. PROPOSED WATER AND SANITARY SEWER ARE TO MAINTAIN A MINIMUM TEN FEET (10') HORIZONTAL SEPARATION (OUTSIDE OF PIPE TO OUTSIDE OF PIPE) AND A MINIMUM VERTICAL SEPARATION OF EIGHTEEN INCHES (18").

25. ALL UNDERGROUND PIPE SHALL BE PROTECTED WITH BEDDING TO PROTECT THE PIPE FROM BEING DAMAGED.

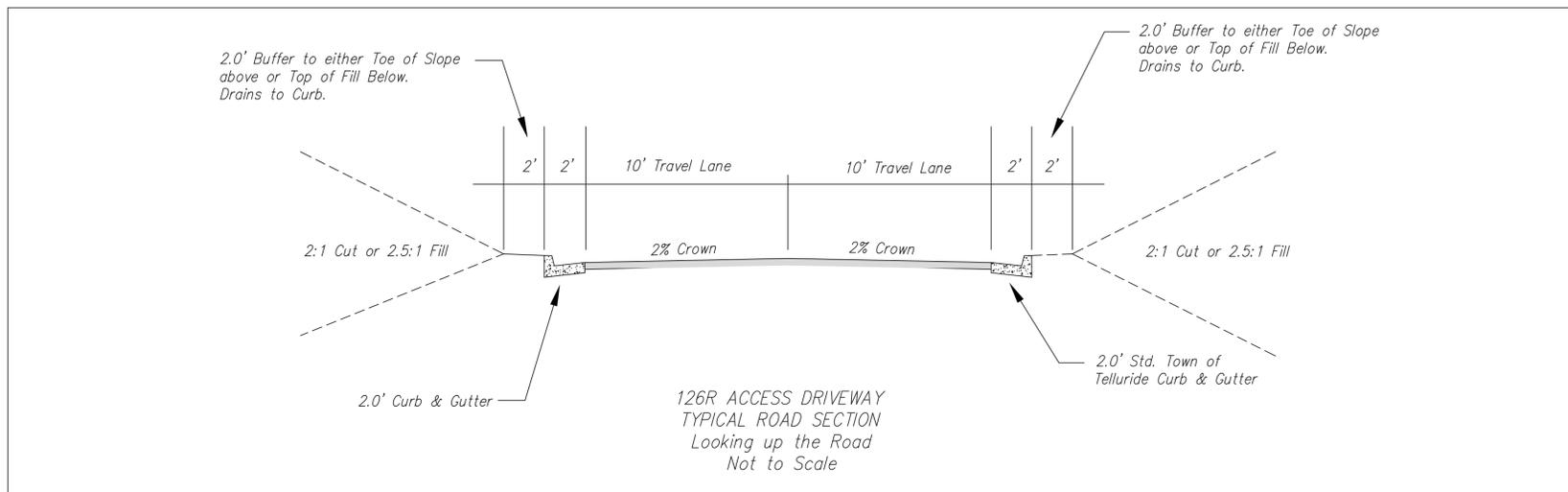
26. HOT TUB DRAINS CANNOT BE CONNECTED TO THE SANITARY SEWER SYSTEM.

27. JOINTS IN SEWER MAINS THAT ARE WITHIN 18 INCHES VERTICALLY AND 10 FEET HORIZONTALLY SHALL BE ENCASED IN CONCRETE.

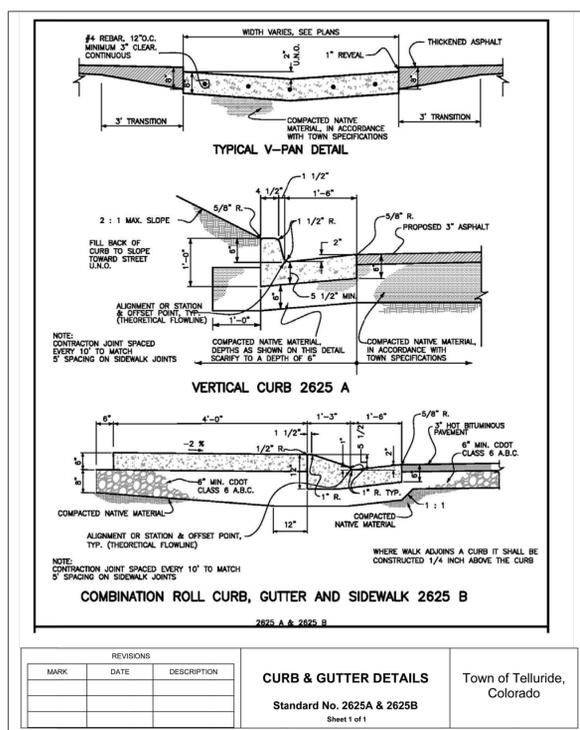
28. THE UTILITY PLAN DEPICTS FINAL UTILITY LOCATIONS BUT HAS BEEN COMPLETED AT A PRELIMINARY STAGE. CONTRACTOR SHALL VERIFY ALIGNMENTS WITH THE ARCHITECT PRIOR TO CONSTRUCTION.



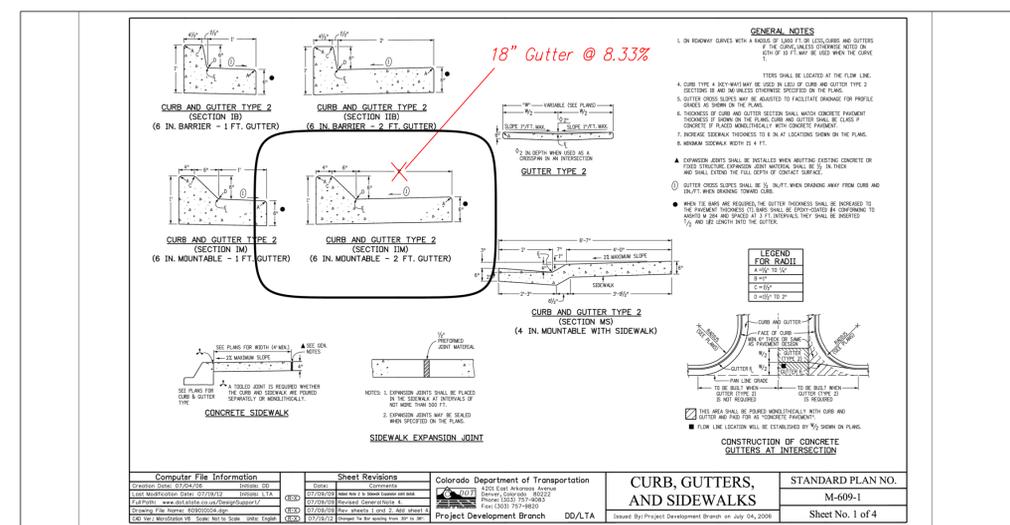
Country Club Drive - Template



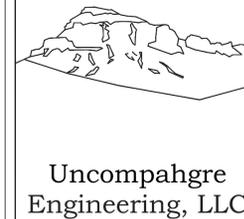
Upper Access Road - Template



Town of Telluride Std. Curb & Gutter



CDOT Curb & Gutter



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



Uncompahgre
Engineering, LLC

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

SUBMISSIONS:

SUBMITTAL	2022-08-30
SUBMITTAL	2022-02-12
SUBMITTAL	2022-03-08
SUBMITTAL	2022-03-24

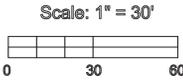
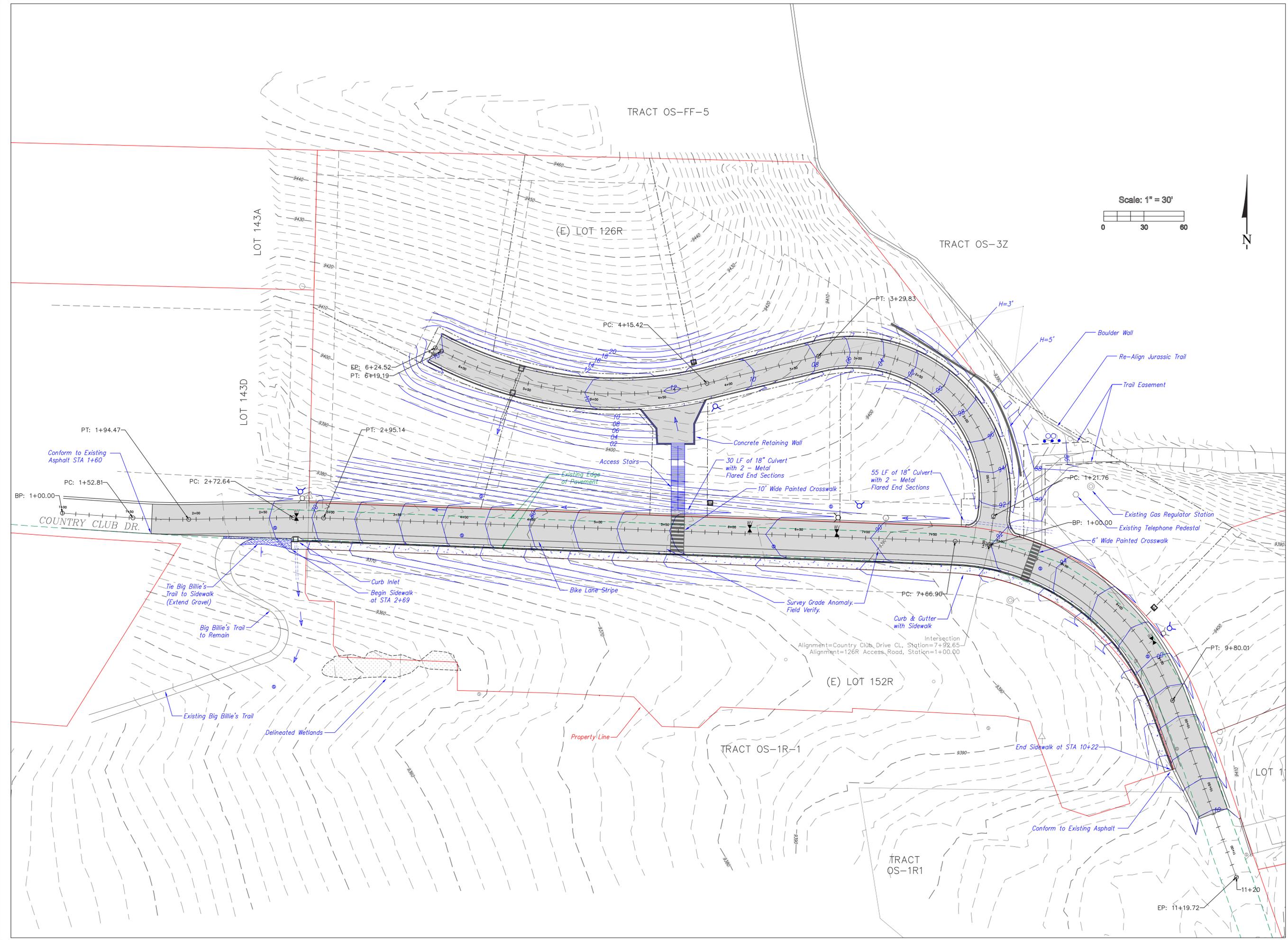
Lot 126R/152R
Country Club Dr.
Mtn. Village, CO

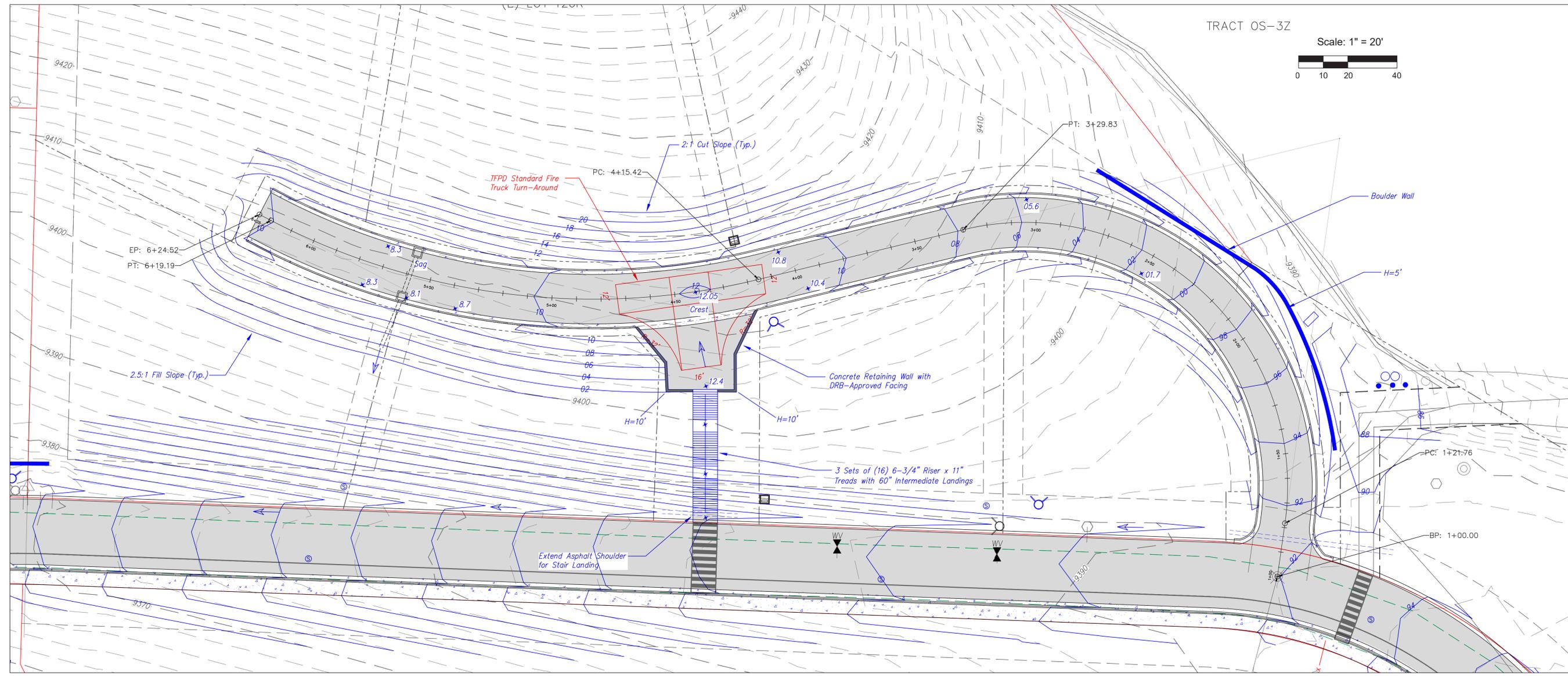


CONTRACTOR TO REVIEW AND COMPARE ALL
CHAPTERS AND INTERDISCIPLINARY DRAWINGS
AND REPORT ANY DISCREPANCIES TO THE
ARCHITECT PRIOR TO ANY FIELD WORK BEING
DONE IN ACCORDANCE WITH AIA DOCUMENT A201

Overall
Site
Plan

C2.1





Uncompahgre Engineering, LLC

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

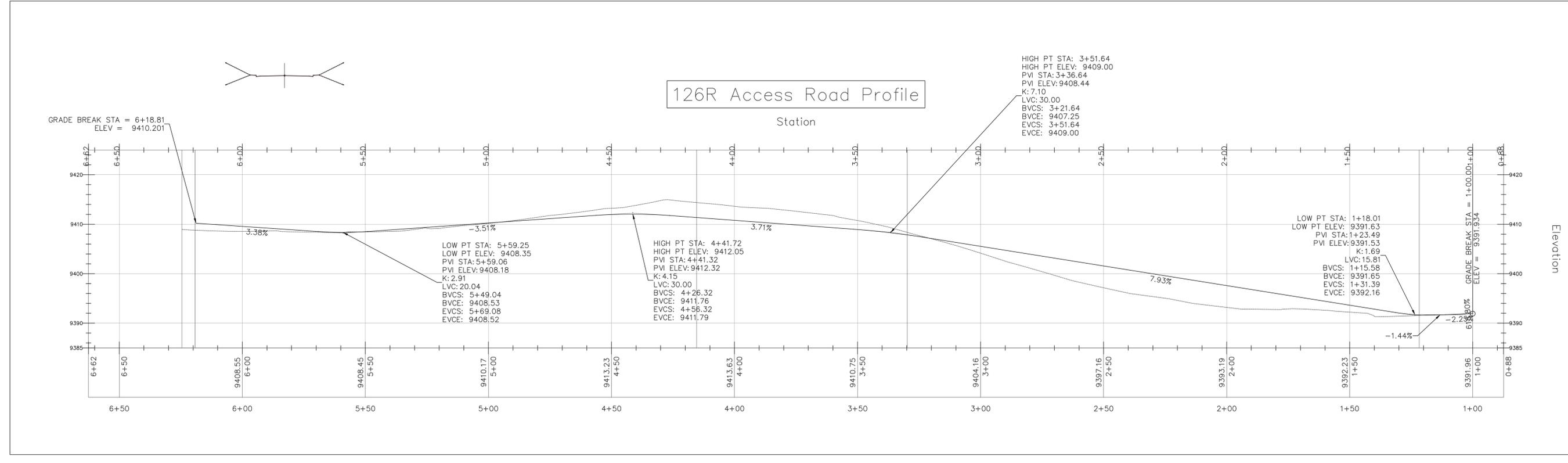
SUBMISSIONS:

SUBMITTAL 2022-07-05
SUBMITTAL 2023-02-12
SUBMITTAL 2023-03-08
SUBMITTAL 2023-03-24

Lot 126R/152R
Country Club Dr.
Mtn. Village, CO



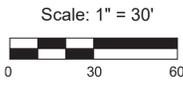
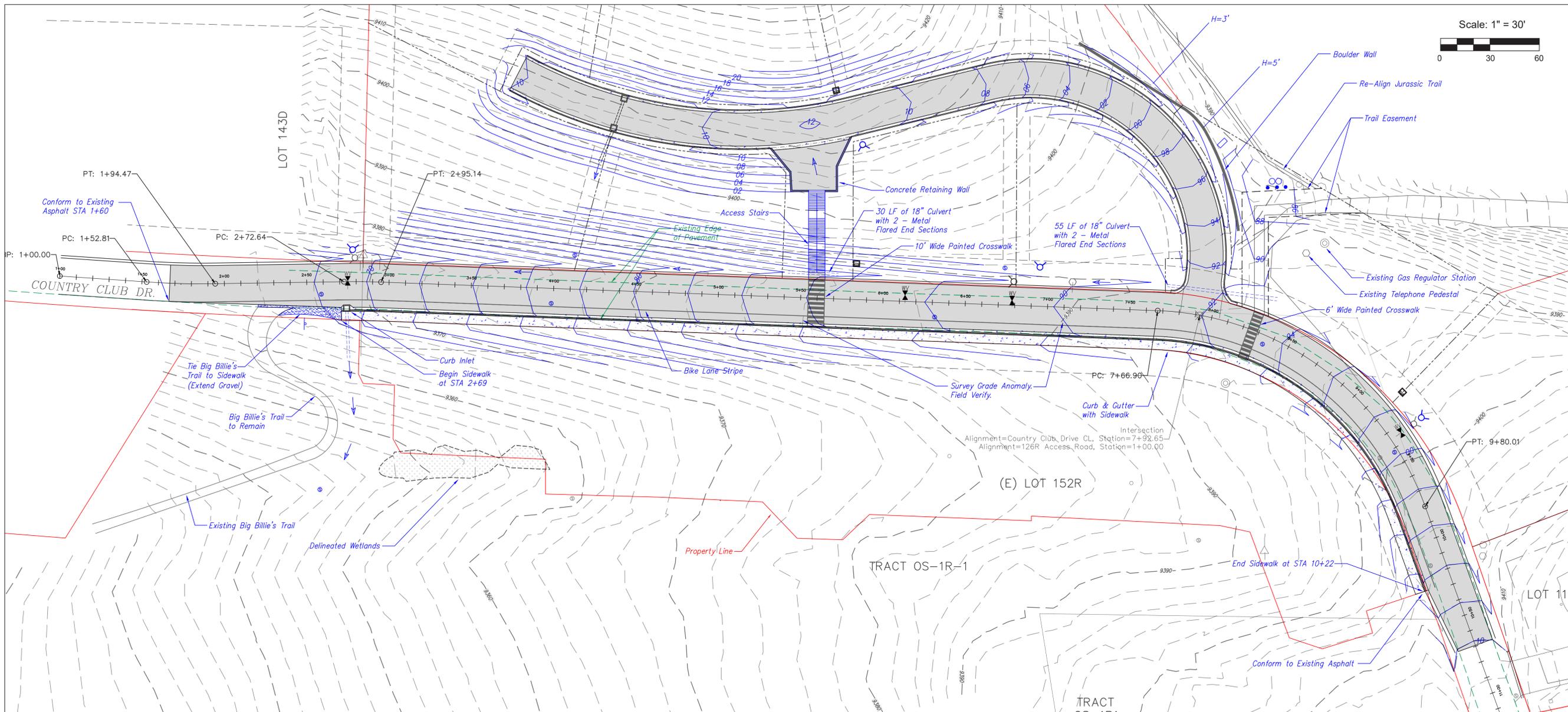
CONTRACTOR TO REVIEW AND COMPARE ALL CHAPTERS AND INTERDISCIPLINARY DRAWINGS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO ANY FIELD WORK BEING DONE IN ACCORDANCE WITH AIA DOCUMENT A201



Upper Lot Access

Plan and Profile

C2.2



Uncompahgre
Engineering, LLC

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

SUBMISSIONS:

SUBMITTAL	2022-07-05
SUBMITTAL	2023-02-12
SUBMITTAL	2023-03-08
SUBMITTAL	2023-03-24

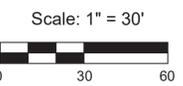
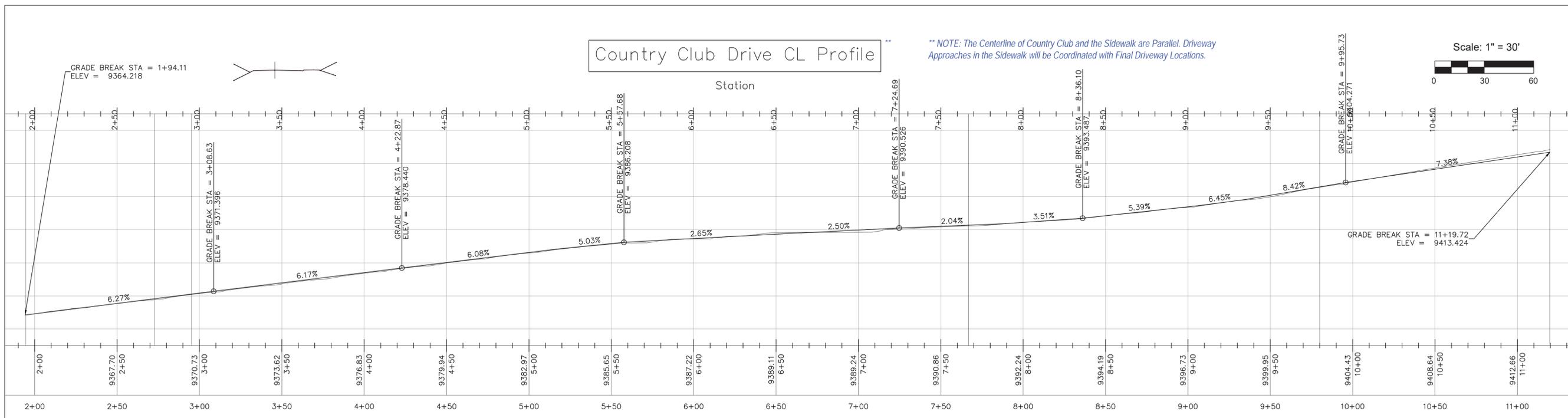
Lot 126R/152R
Country Club Dr.
Mtn. Village, CO



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

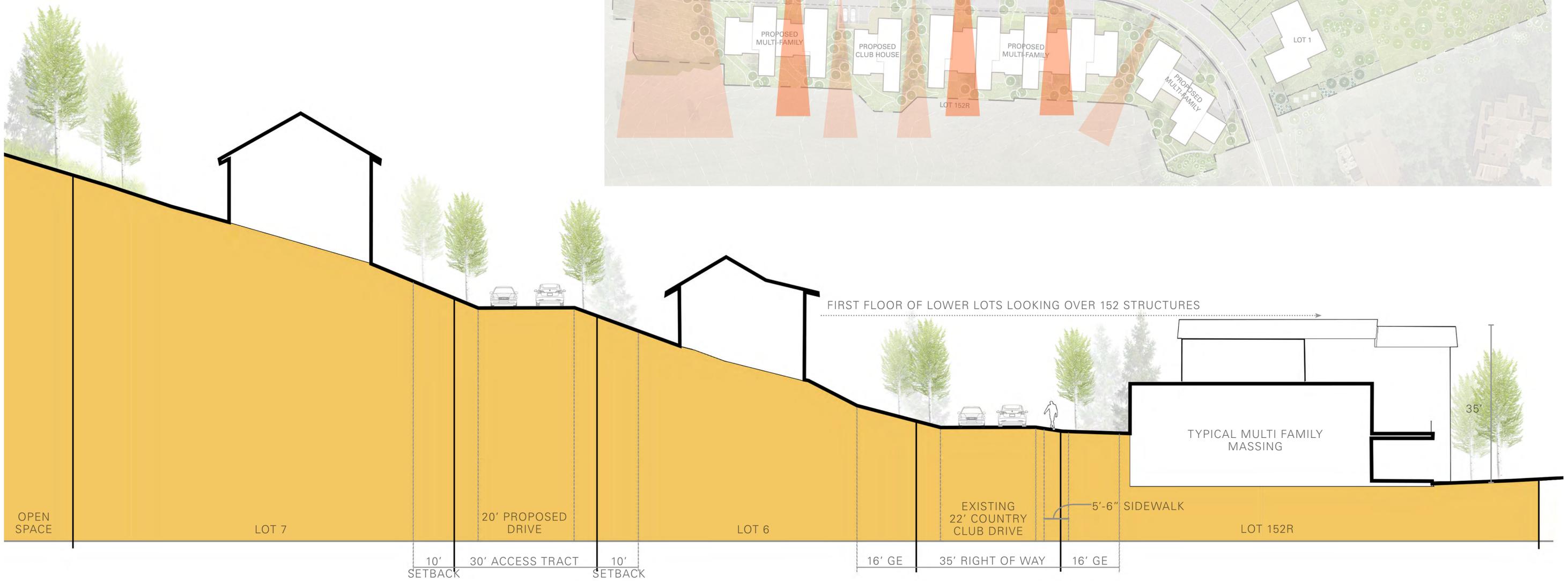
Road
Improvements
with
Country Club
Profile

C2.3



Country Club Drive CL Profile

** NOTE: The Centerline of Country Club and the Sidewalk are Parallel. Driveway Approaches in the Sidewalk will be Coordinated with Final Driveway Locations.



PROPOSED 126R SUBDIVISION DEVELOPMENT OF SINGLE FAMILY LOTS SUBJECT TO CDC.

PROPOSED LOT 126R SINGLE FAMILY SUBDIVISION

8 MULTI-FAMILY UNITS, 1 WORKFORCE HOUSING UNIT AND ONE CLUB HOUSE.
 PROPOSED LOT 152R MULTI-FAMILY AND CLUB HOUSE DEVELOPMENT

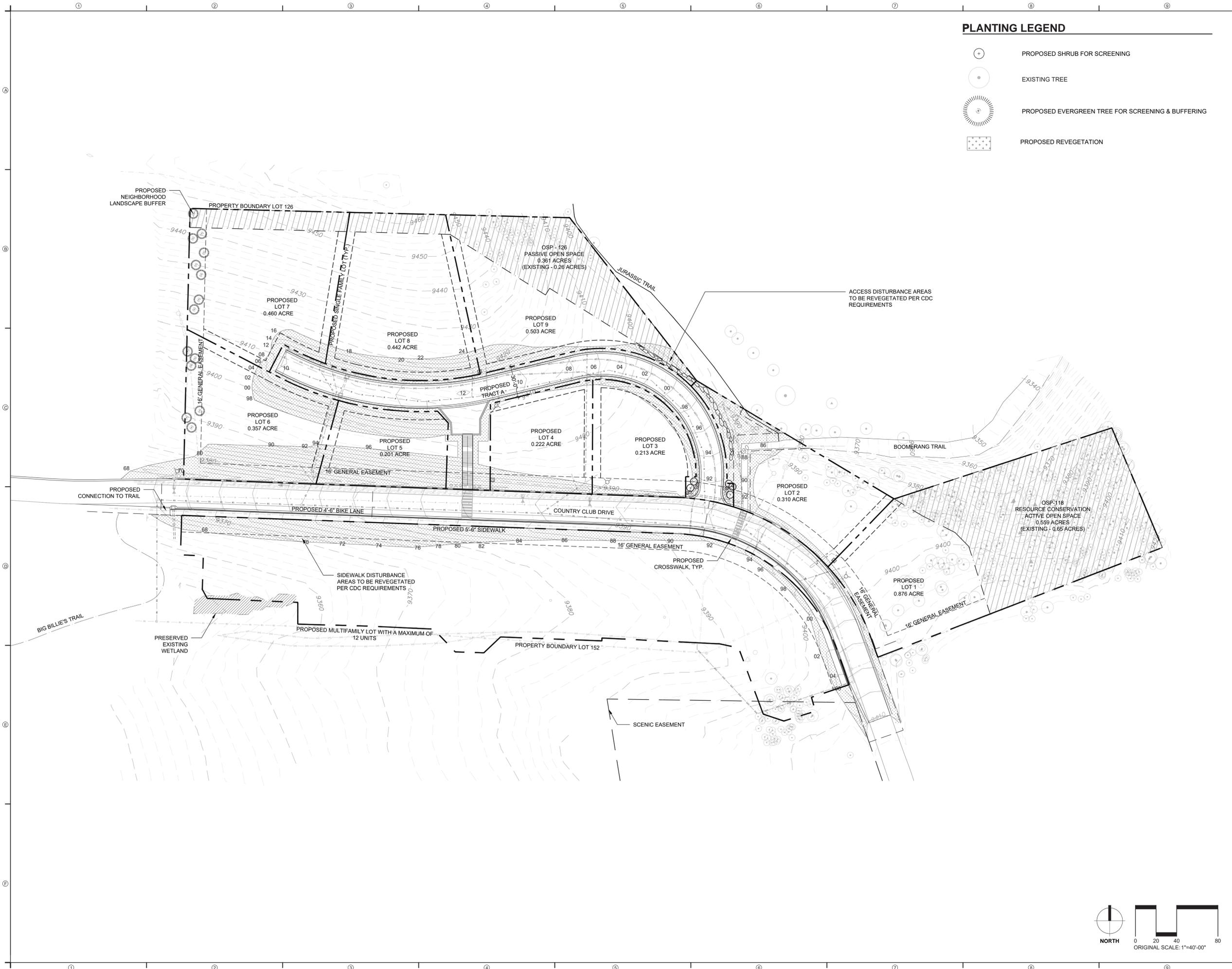
SITE DEVELOPMENT CONCEPT | ANALYSIS
 FOR ILLUSTRATIVE PURPOSES ONLY.



SITE DEVELOPMENT CONCEPT | COMPUTER MASSING MODEL
 FOR ILLUSTRATIVE PURPOSES ONLY.

PLANTING LEGEND

-  PROPOSED SHRUB FOR SCREENING
-  EXISTING TREE
-  PROPOSED EVERGREEN TREE FOR SCREENING & BUFFERING
-  PROPOSED REVEGETATION



LOT 126R | LOT 152R
BASE TELLURIDE
 MOUNTAIN VILLAGE, COLORADO

NOT FOR CONSTRUCTION

ISSUE DATE: SEPTEMBER 19, 2022

REVISIONS	DATE	DESCRIPTION
1	12/9/2022	RESUBMITTAL
2	1/23/2023	LOC RESUBMITTAL
3	3/24/2023	RESUBMITTAL

DRAWN: SG, CC REVIEWED: DC

REZONING/DENSITY TRANSFER APPLICATION

PROJECT NUMBER: 6762

CONCEPTUAL LANDSCAPING PLAN

SHEET NUMBER

L4



LOT 126R | LOT 152R

BASE TELLURIDE
MOUNTAIN VILLAGE, COLORADO

**NOT FOR
CONSTRUCTION**

ISSUE DATE: SEPTEMBER 19, 2022

REVISIONS	DATE	DESCRIPTION
1	12/9/2022	RESUBMITTAL
2	1/23/2023	LOC RESUBMITTAL
3	3/24/2023	RESUBMITTAL

DRAWN: SG, CC REVIEWED: DC

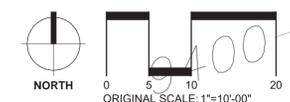
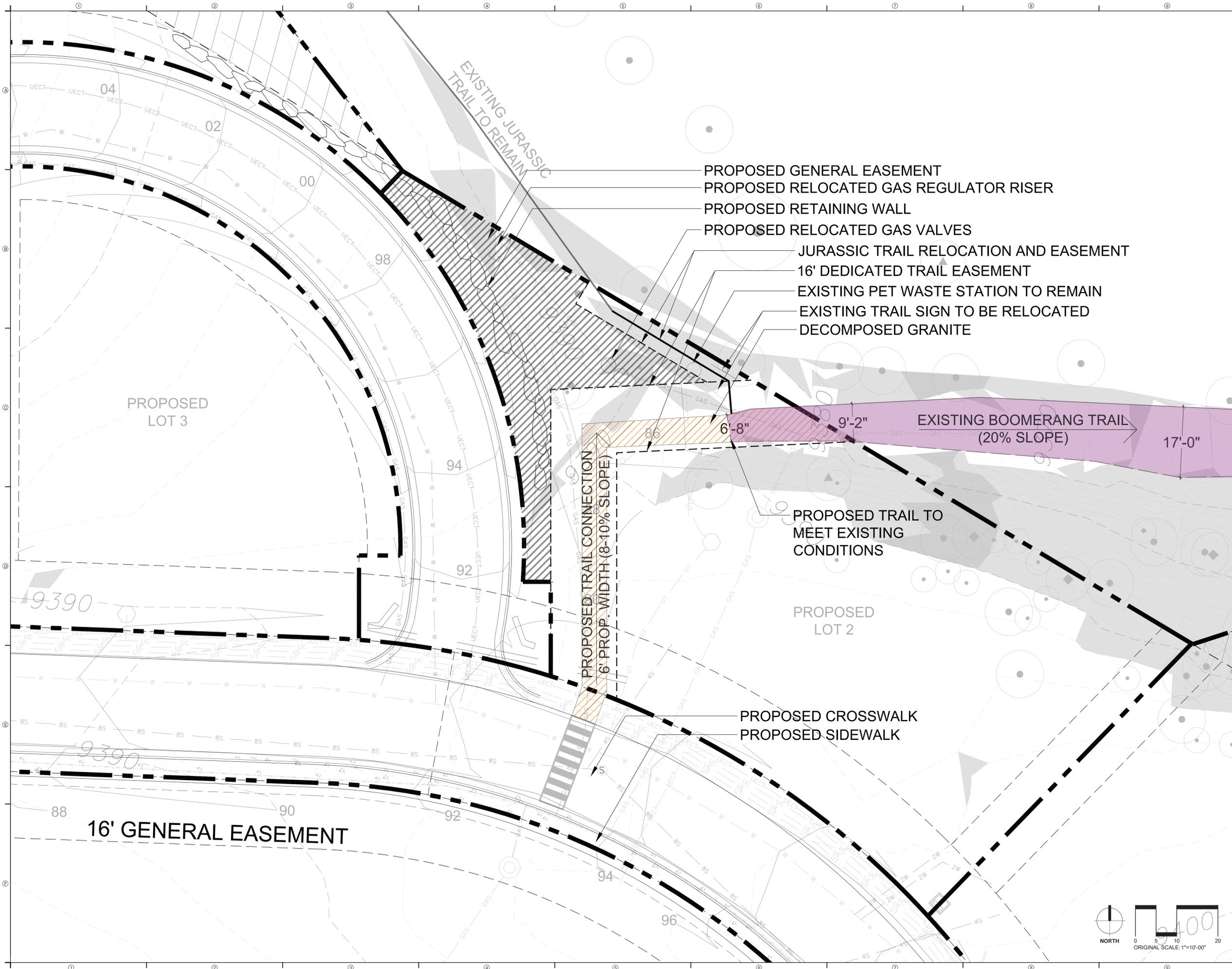
**REZONING/DENSITY
TRANSFER
APPLICATION**

PROJECT NUMBER: 6762

**PROPOSED TRAIL
EXHIBIT**

SHEET NUMBER

L6





Uncompahgre
Engineering, LLC

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

SUBMISSIONS:

SUBMITTAL	2022-09-12
Submittal	2023-02-12
Submittal	2023-03-08
Submittal	2023-03-24

Lot 126R/152R
Country Club Dr.
Mtn. Village, CO



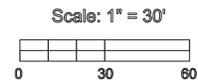
CONTRACTOR TO REVIEW AND COMPARE ALL
CHAPTERS AND INTERDISCIPLINARY DRAWINGS
AND REPORT ANY DISCREPANCIES TO THE
ARCHITECT PRIOR TO ANY FIELD WORK BEING
DONE IN ACCORDANCE WITH AIA DOCUMENT A201

Utility
Mains

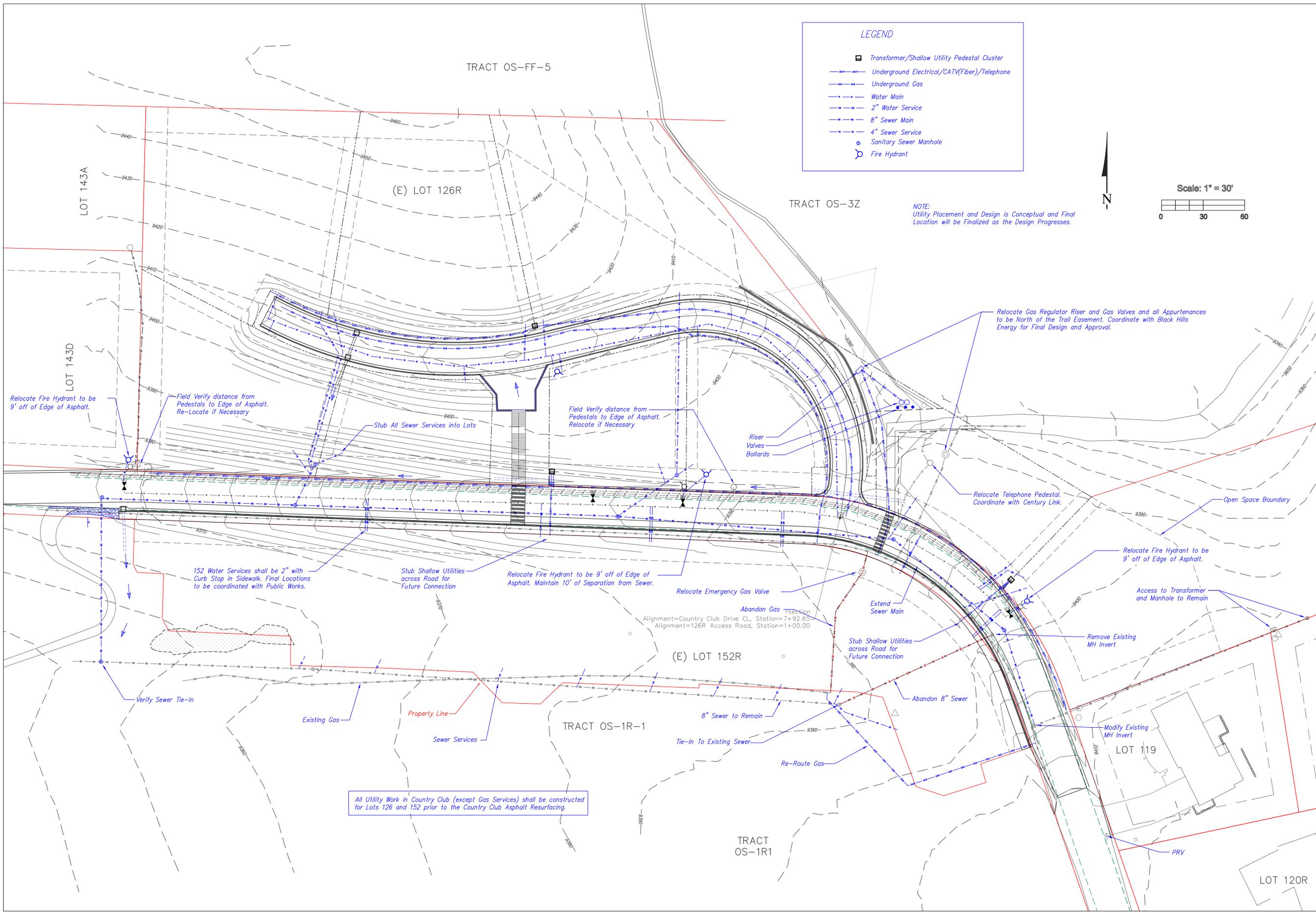
C3

LEGEND

- Transformer/Shallow Utility Pedestal Cluster
- Underground Electrical/CATV(Fiber)/Telephone
- Underground Gas
- Water Main
- 2" Water Service
- 8" Sewer Main
- 4" Sewer Service
- Sanitary Sewer Manhole
- Fire Hydrant



NOTE:
Utility Placement and Design is Conceptual and Final
Location will be Finalized as the Design Progresses.



All Utility Work in Country Club (except Gas Services) shall be constructed for Lots 126 and 152 prior to the Country Club Asphalt Resurfacing.

LOT 126R-1, LOT 126R-2, LOT 126R-3, LOT 126R-4, LOT 126R-5, LOT 126R-6, LOT 126R-7, LOT 126R-8, LOT 126R-9, AND ACCESS TRACT 126R
A REPLAT AND REZONE OF LOTS 126R AND TRACT OSP-118 AND TRACT OSP-126, TOWN OF MOUNTAIN VILLAGE LOCATED WITHIN THE N 1/2 OF SECTION 3, T. 42 N., R. 9 W., AND THE
S 1/2 OF SECTION 34, T. 43 N., R. 9 W., N.M.P.M. IN THE COUNTY OF SAN MIGUEL, LYING WITHIN THE INCORPORATED TOWN OF MOUNTAIN VILLAGE, COLORADO

CERTIFICATE OF OWNERSHIP

THAT BASE TELLURIDE LLC, A COLORADO LIMITED LIABILITY COMPANY ("BASE TELLURIDE"), is the owner in fee simple of the following real property:

LOT 126R, TRACT OSP-118 AND TRACT OSP-126, TELLURIDE MOUNTAIN VILLAGE, AS SHOWN ON A REPLAT OF LOTS 118, 126, 130, 152A, 152B, 152C, AND TRACT OS-1, TOWN OF MOUNTAIN VILLAGE, RECORDED OCTOBER 12, 2007 IN PLAT BOOK 1 AT PAGE 3869, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

BASE TELLURIDE DOES HEREBY, EXECUTE, DELIVER, AND ENTER INTO this Replat under the name and style of "MAJOR SUBDIVISION AND REZONE FOR LOTS 126R AND TRACTS OSP-118 AND OSP-126, TOWN OF MOUNTAIN VILLAGE, COUNTY OF SAN MIGUEL, STATE OF COLORADO" (the "Replat"); AND

THEREBY, CREATE the following new parcels "Reconfigured Parcels":

Lot 126R-1, Lot 126R-2, Lot 126R-3, Lot 126R-4, Lot 126R-5, Lot 126R-6, Lot 126R-7, Lot 126R-8, Lot 126R-9, and Access Tract 126R

THEREWITH, DO HEREBY ACKNOWLEDGE, VACATE, AND ESTABLISH NEW BOUNDARY LINES WITH RESPECT TO THE RECONFIGURED PARCELS all as set forth on this Replat and further as follows:

BASE TELLURIDE hereby vacates the former property boundary lines of Lot 126R, Tract OSP-118, Tract OSP-126 and establishes the boundaries of the Reconfigured Parcels as set forth, depicted and described on this Replat.

BASE TELLURIDE HEREBY CONFIRMS that, by virtue of and through this Replat, fee simple title ownership is hereby established in and to the Reconfigured Parcels in and to BASE TELLURIDE LLC, A COLORADO LIMITED LIABILITY COMPANY

IN WITNESS WHEREOF, Owner executes this Replat as of _____, 200____ ("Effective Date") for the purposes stated herein.

BASE TELLURIDE LLC, A COLORADO LIMITED LIABILITY COMPANY

by: _____
 printed name: _____
 Title: _____

ACKNOWLEDGMENT

State of _____)
) ss
 County of _____)

The foregoing signature was acknowledged before me this _____ day of _____, 20____ A.D. by _____ as _____ BASE TELLURIDE LLC, A COLORADO LIMITED LIABILITY COMPANY

Witness my hand and seal.
 My commission expires _____

Notary Public

SURVEYOR'S CERTIFICATE

I, David R. Bulson of Bulson Surveying, a Professional Land Surveyor licensed under the laws of the State of Colorado, do hereby certify that this REPLAT AND REZONE OF LOTS 126R AND TRACT OSP-118 AND TRACT OSP-126, TOWN OF MOUNTAIN VILLAGE shown hereon has been prepared under my direct responsibility and checking and accurately represents a survey conducted under my direct supervision. This survey complies with applicable provisions of Title 38, Article 51, C.R.S. to the best of my knowledge and belief.

IN WITNESS HEREOF, I here unto affix my hand and official seal this _____ day of _____, A.D. 200____

P.L.S. No. 37662 Date _____

NOTES

- Approval of this Replat may create a vested property right pursuant to Article 68 of Title 24, C.R.S., as amended.
- Easement research from Land Title Guarantee Company Policy number OX86011690.6059336 dated September 21, 2021 at 10:09 AM, which was confirmed as current as of December 29, 2022, 8:00 AM according to Land Title Guarantee Company Letter from Robin Watkinson, dated December 29, 2022.

3. BASIS OF BEARINGS. The bearing of the northern line of Lot 126 was assumed to be S 88°36'10" E according to the Plat of Lot 126, Telluride Mountain Village Filing 1, recorded March 8, 1999 in Plat Book 1 at page 2504. The ends of said line being monumented by a #5 rebar topped with a 1 1/2" aluminum cap, LS 20632

4. Notice is hereby given that the area included in the Replat described herein is subject to the regulations of the Community Development Code, of the Town of Mountain Village, December 2003 as amended.

5. NOTES OF CLARIFICATION

a. The Configuration of the following lots, tracts, and right-of-way have been modified by this Replat:
 None

b. The following lots have been created by this Replat:
 Lot 126R-1, Lot 126R-2, Lot 126R-3, Lot 126R-4, Lot 126R-5, Lot 126R-6, Lot 126R-7, Lot 126R-8, Lot 126R-9, and Access Tract 126R

c. The following lots have been deleted by this Replat:
 Lot 126R, Tract OSP-118, Tract OSP-126

6. Town of Mountain Village Resolution No. _____ recorded at Reception No. _____ approving Major Subdivision for Lot 126R, OSP-126 and OSP-118. Town of Mountain Village Ordinance No. _____ recorded at approving Rezoning and Density Transfer for Lots 126R, 152R, OSP-126 and OSP-118

7. NOTICE: According to Colorado law you must commence any legal action based upon 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.

8. Wetlands as shown hereon were delineated by Chris Hazen, Terra Firm and field surveyed by Bulson Surveying in August, 2021. Identified wetlands are subject to the site planning provision of the Town of Mountain Village Community Development Code, as now in effect or as may be amended from time to time.

9. The trail depicted on Sheet 3 appears to be used by the owner(s) of Lot 143A as a means of pedestrian access to Country Club Drive. This trail was first observed during survey fieldwork performed in 2007. This trail is hereby decommissioned and will be dismantled in connection with the subdivision improvements for this subdivision. All access from Country Club Drive to Lot 143A shall be in accordance with the Public Trail Easement Agreement recorded at Reception No. _____, as may be amended.

10. The dirt path depicted on Sheet 3 appears to provide a means of connecting Country Club Drive to the trail located north of the Lot 126R boundary ("Upper Trail"). This dirt path is hereby decommissioned and will be dismantled in connection with the subdivision improvements for this subdivision. All access from Country Club Drive to the Upper Trail shall be in accordance with the Public Trail Easement Agreement recorded at Reception No. _____, as may be amended.

11. The location of the "Public Trail Easement" as depicted on Sheet 2 and described in the Public Trail Easement Agreement recorded at Reception No. _____, is intended to be relocated in accordance with the terms and conditions of the Public Trail Easement Agreement.

12. The portions of Boomerang and Jurassic Trails located on Lot 126R, as depicted on Sheet 3, are hereby consolidated and restricted to the locations set forth in the Public Trail Easement Agreement recorded at Reception No. _____, as may be amended, and as are depicted and labeled on Sheet 2 as the "Public Trail Easement".

13. The approval of this Replat vacates all prior plats, including plat notes, and all parcel and Lot boundary lines for the real property described in the Legal Description as shown hereon in the Certificate of Ownership, including without limitation Note 10 set forth on the plat recorded at October 12, 2007 in Plat Book 1 at page 3869.

14. The areas depicted as Passive or Active Open Space Zoning are restricted from further development in accordance with the terms contained Town of Mountain Village Community Development Code in affect as of the date of recordation of this Replat.

15. 8' GENERAL EASEMENT (CREATED): A perpetual easement, as depicted hereon, inuring to the benefit of the Town of Mountain Village its successors, designees and assigns, is hereby established and reserved on, over and under the portions of Lots 126R-1, 126R-2, 126R-3, 126R-4, 126R-5, 126R-6, 126R-7, 126R-8 and 126R-9 designated on this Replat as "8' GENERAL EASEMENT (SEE NOTE 15)" for the purpose of constructing, installing, maintaining, repairing and accessing utilities, drainage, electrical service, communication service, water, sanitary sewer and storm sewer and above ground utility equipment, pedestals, transformers and facilities.

NOTES (CONTINUED)

16. 16' GENERAL EASEMENT (EXISTING) The areas noted hereon as "16' GENERAL EASEMENT (EXISTING - SEE NOTE 16)" are shown according to the plat of LOT 126R, TRACT OSP-118 AND TRACT OSP-126, TELLURIDE MOUNTAIN VILLAGE, AS SHOWN ON A REPLAT OF LOTS 118, 126, 130, 152A, 152B, 152C, AND TRACT OS-1, TOWN OF MOUNTAIN VILLAGE, RECORDED OCTOBER 12, 2007 IN PLAT BOOK 1 AT PAGE 3869, COUNTY OF SAN MIGUEL, STATE OF COLORADO ("2007 Plat") The grant of easement language used on the 2007 Plat is as follows:

....."grants to TSG Ski & Golf, LLC, a Delaware limited liability company; Telluride Mountain Village Resort Company, a Colorado non-profit corporation, doing business as Mountain Village Owners Association, Inc. ("MVOA"); and the Town of Mountain Village, Colorado (the "Town"), their respective successors and assigns, a perpetual easement, 16 feet in width over, across and under all areas designated as 16' General Easement on this Replat for any and all uses, improvements and activities deemed necessary by TSG Ski & Golf, LLC, MVOA, and the Town, for the safe and efficient operation of the Telluride Ski Area, the Telluride Golf Course, and the Town, which include but are not limited to the following: utilities, drainage, electrical service, communication service, ski slope maintenance, bicycle access, skier access, roadway access, equestrian access, pedestrian access, golf cart access, snow making, waterways, slope maintenance, snow storage, retaining walls, snowmobile access, snow removal, snowcat access, water, sanitary sewer and storm sewer."

17. GENERAL EASEMENT (CREATED): A perpetual easement, as depicted hereon, inuring to the benefit of the Town of Mountain Village its successors, designees and assigns, and the owners association formed to manage and operate any common interest community formed under the Colorado Common Interest Ownership Act for Lot 126R-1, Lot 126R-2, Lot 126R-3, Lot 126R-4, Lot 126R-5, Lot 126R-6, Lot 126R-7, Lot 126R-8, Lot 126R-9, and Access Tract 126R ("Lot 126R Property") is hereby established and reserved on, over and under the portions of Lots 126R-1, 126R-2, 126R-3, 126R-4, 126R-5, 126R-6, 126R-7, 126R-8 and 126R-9 designated on this Replat as "GENERAL EASEMENT (SEE NOTE 17)" for the purpose of constructing, installing, maintaining, repairing and accessing utilities, drainage, electrical service, communication service, water, sanitary sewer and storm sewer, retaining structures, and above ground utility equipment, pedestals, transformers and facilities, including without limitation grading, recontouring, revegetating and landscaping.

SECURITY INTEREST HOLDER'S CONSENT

The undersigned Bank of Colorado, as a beneficiary of a deed of trust which constitutes a lien upon the declarant's property, recorded at Reception No. 472606, in the San Miguel County Clerk and Recorder's real property records, hereby consents to the subdivision of the real property as depicted on this Replat and to the dedication of land as streets, alleys, roads and other public areas, as designated on this Replat, and hereby releases said dedicated lands from the lien created by said instrument.

Name: _____
 Date: _____
 Address: _____
 Signature: _____
 Title: _____

ACKNOWLEDGMENT

State of _____)
) ss
 County of _____)

The foregoing signature was acknowledged before me this _____ day of _____, 20____ A.D. by _____ as _____ of _____.

Witness my hand and seal.
 My commission expires _____

Notary Public

Lot	ACRES	Zoning	Zoning Designation	DENSITY UNITS	PERSONS OF DENSITY PER UNIT	TOTAL PERSONS OF DENSITY	AREA OF OPEN SPACE ZONING
126R-1	0.875	Single Family/Active Open Space	Single Family/Resource Conservation Active Open Space	1	4	4	2438 sq. ft.
126R-2	0.310	Single Family	Single Family	1	4	4	N/A
126R-3	0.213	Single Family	Single Family	1	4	4	N/A
126R-4	0.222	Single Family	Single Family	1	4	4	N/A
126R-5	0.201	Single Family	Single Family	1	4	4	N/A
126R-6	0.357	Single Family	Single Family	1	4	4	N/A
126R-7	0.459	Single Family/Passive Open Space	Single Family/Passive Open Space	1	4	4	2462 sq. ft.
126R-8	0.442	Single Family/Passive Open Space	Single Family/Passive Open Space	1	4	4	1541 sq. ft.
126R-9	0.502	Single Family/Passive Open Space	Single Family/Passive Open Space	1	4	4	11085 sq. ft.
Access Tract 126R	0.442						
				TOTAL PERSONS		36	
				TOTAL OPEN SPACE ZONING			39423 sq. ft. (0.91 acres)

PLANNING APPROVAL:

I, _____, as the Planning and Development Services Director of Mountain Village, Colorado, do hereby certify that this Replat has been approved by the Town in accordance with the Community Development Code.

_____ Date: _____
 Planning and Development Services Director

TITLE INSURANCE COMPANY CERTIFICATE

Land Title Guarantee Company does hereby certify that we have examined the title to the lands herein shown on this Replat and that the title to this land is in the name of BASE TELLURIDE LLC, A COLORADO LIMITED LIABILITY COMPANY is free and clear of all taxes and special assessments except as follows:

 Title Insurance Company Representative

TOWN OF MOUNTAIN VILLAGE APPROVAL

I, _____, as Mayor, of the Town of Mountain Village, Colorado, do hereby certify that this Replat has been approved by the Town of Mountain Village Town Council in accordance with Ordinance No. _____, the Development Agreement recorded at Reception No. _____ and Town of Mountain Village Resolution No. _____ recorded at Reception No. _____ which authorized my execution of this Replat.

_____, Mayor, Date _____

ACKNOWLEDGMENT

State of _____)
) ss
 County of _____)

The foregoing signature was acknowledged before me this _____ day of _____, 20____ A.D. by _____ as Mayor of the Town of Mountain Village.

Witness my hand and seal.
 My commission expires _____

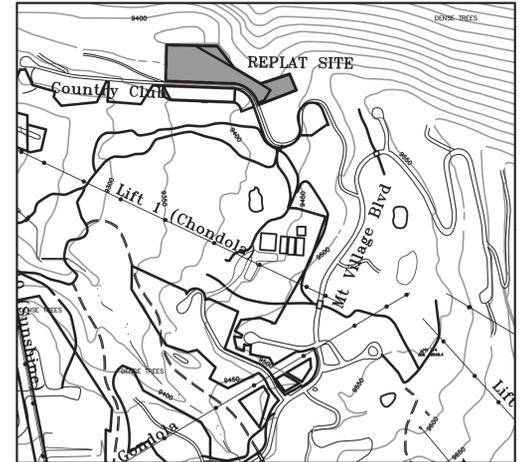
Notary Public

TREASURER'S CERTIFICATE

I, the undersigned, Treasurer of the County of San Miguel, do hereby certify that according to the records of the San Miguel County Treasurer there are no liens against the subdivision or any part thereof for unpaid state, county, municipal or local taxes or special assessments due and payable, in accordance with Land Use Code Section 3-101.

Dated this _____ day of _____, 20____.

 San Miguel County Treasurer



RECORDER'S CERTIFICATE

This Replat was filed for record in the office of the San Miguel County Clerk and Recorder on this _____ day of _____, 20____, at Reception No. _____, Time _____.

 San Miguel County Clerk and Recorder

BASE TELLURIDE, LLC TBD Country Club Drive Mountain Village, CO 81435	Replat/Rezone Lot 126R/OSP-126/OSP-118 Town of Mountain Village
March 29, 2023	 BULSON SURVEYING
PROJECT NUMBER 21063 SHEET 1 OF 3	

LOT 126R-1, LOT 126R-2, LOT 126R-3, LOT 126R-4, LOT 126R-5, LOT 126R-6, LOT 126R-7, LOT 126R-8, LOT 126R-9, AND ACCESS TRACT 126R
 A REPLAT AND REZONE OF LOTS 126R AND TRACT OSP-118 AND TRACT OSP-126, TOWN OF MOUNTAIN VILLAGE LOCATED WITHIN THE N 1/2 OF SECTION 3, T. 42 N., R. 9 W., AND THE
 S 1/2 OF SECTION 34, T. 43 N., R. 9 W., N.M.P.M. IN THE COUNTY OF SAN MIGUEL, LYING WITHIN THE INCORPORATED TOWN OF MOUNTAIN VILLAGE, COLORADO

TRACT OS-FF5
 (TSG SKI AND GOLF, LLC)

TRACT OS-3Z
 (TSG SKI AND GOLF, LLC)

COUNTRY CLUB DRIVE
 (35.00' R.O.W.) (PLAT BOOK 1, PAGE 476)

LOT 152R
 (BASE TELLURIDE, LLC)

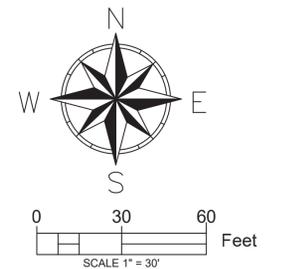
CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA ANG.	CHORD	CHORD BEARING
C8	203.40'	270.46'	43°05'19"	198.64'	S 82°02'29" E
C1	3.02'	300.46'	0°34'31"	3.02'	S 76°42'07" W
C2	169.85'	302.30'	32°11'29"	167.62'	S 76°57'05" E
C4	228.70'	121.74'	107°38'03"	196.52'	N 49°46'07" W
C5	168.09'	91.74'	104°58'57"	145.55'	N 51°05'40" W

HATCHING LEGEND

	PUBLIC TRAIL EASEMENT (SEE NOTE 11)
	AREA OF OPEN SPACE ZONING CONTAINED WITHIN PRIVATE LOTS (SEE NOTE 13, PAGE 1)
	EXISTING 16' GENERAL EASEMENT (SEE NOTE 16)
	8' GENERAL EASEMENT (SEE NOTE 15)
	GENERAL EASEMENT (SEE NOTE 17)

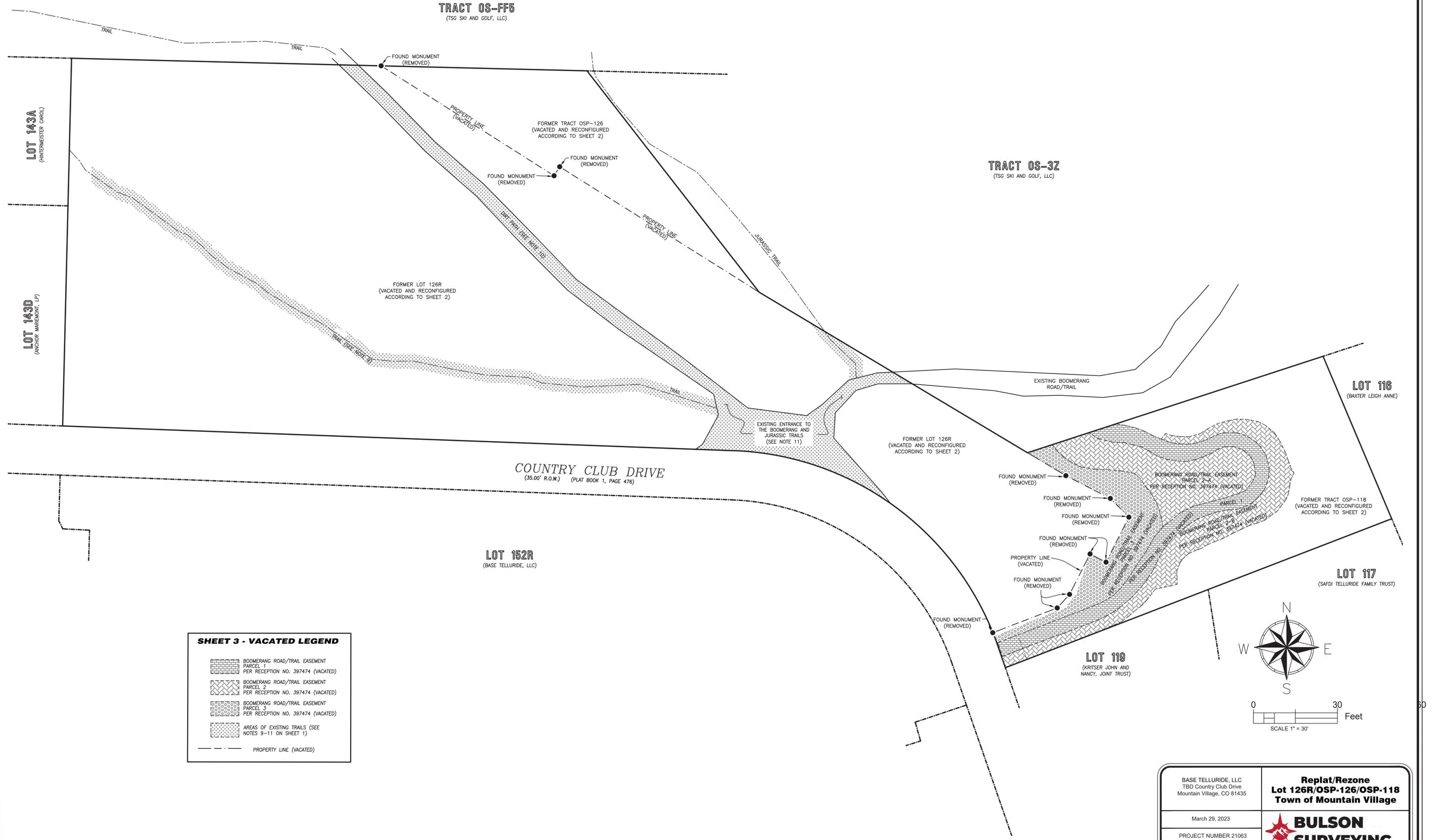
MONUMENT LEGEND

	FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 37662
	FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 24954
	FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 20632
	FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. ILLEGIBLE
	FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 37662



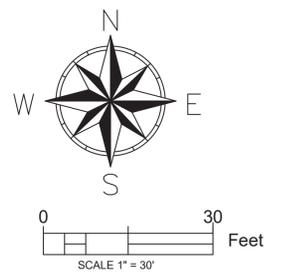
BASE TELLURIDE, LLC TBD Country Club Drive Mountain Village, CO 81435	Replat/Rezone Lot 126R/OSP-126/OSP-118 Town of Mountain Village
March 29, 2023	
PROJECT NUMBER 21063 SHEET 2 OF 3	BULSON SURVEYING

LOT 126R-1, LOT 126R-2, LOT 126R-3, LOT 126R-4, LOT 126R-5, LOT 126R-6, LOT 126R-7, LOT 126R-8, LOT 126R-9, AND ACCESS TRACT 126R
A REPLAT AND REZONE OF LOTS 126R AND TRACT OSP-118 AND TRACT OSP-126, TOWN OF MOUNTAIN VILLAGE LOCATED WITHIN THE N 1/2 OF SECTION 3, T. 42 N, R. 9 W, AND THE
S 1/2 OF SECTION 34, T. 43 N, R. 9 W, N.M.P.M. IN THE COUNTY OF SAN MIGUEL, LYING WITHIN THE INCORPORATED TOWN OF MOUNTAIN VILLAGE, COLORADO



SHEET 3 - VACATED LEGEND

	BOOMERANG ROAD/TRAIL EASEMENT PARCEL 1 PER RECEPTION NO. 397474 (VACATED)
	BOOMERANG ROAD/TRAIL EASEMENT PARCEL 2 PER RECEPTION NO. 397474 (VACATED)
	BOOMERANG ROAD/TRAIL EASEMENT PARCEL 3 PER RECEPTION NO. 397474 (VACATED)
	AREAS OF EXISTING TRAILS (SEE NOTES 9-11 ON SHEET 1)
	PROPERTY LINE (VACATED)



BASE TELLURIDE, LLC TBD Country Club Drive Mountain Village, CO 81435	Replat/Rezone Lot 126R/OSP-126/OSP-118 Town of Mountain Village
March 29, 2023	
PROJECT NUMBER 21063 SHEET 3 OF 3	BULSON SURVEYING

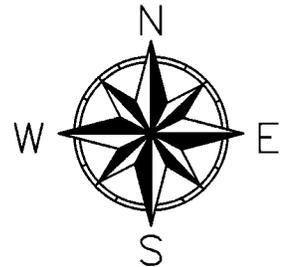
EXISTING PUBLIC TRAIL EASEMENT EXHIBIT

HATCHING LEGEND

GENERAL EASEMENT ACCORDING TO
RECEPTION NUMBER _____



EXISTING PUBLIC TRAIL EASEMENT



LOT 126R-9

TRACT OS-3Z
(TSG SKI AND GOLF, LLC)

GENERAL EASEMENT
ACCORDING TO RECEP
TION NUMBER _____

ACCESS
TRACT
126R

$L=102.96'$
 $R=121.74'$
 $\Delta=48.27'26''$
 $CH=99.92'$
 $CB=S 20^{\circ}10'48'' E$

$S 59^{\circ}13'26'' E$ 223.08'

$N 90^{\circ}00'00'' E$ 6.75'

Lot 126R-2
0.310 Acres

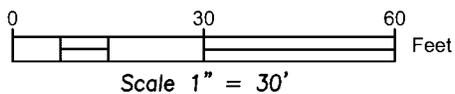
EXISTING
PUBLIC TRAIL
EASEMENT

$L=47.40'$
 $R=207.71'$

$S 00^{\circ}00'00'' E$ 22.78'
 $L=109.52'$
 $R=207.71'$
 $\Delta=30^{\circ}12'33''$
 $CH=108.25'$
 $CB=S 57^{\circ}39'36'' E$

Lot 126R-1
0.875 Acres

LOT 126R-1
(TSG SKI AND GOLF, LLC)



COUNTRY CLUB DRIVE
(35.00' R.O.W.) (PLAT BOOK 1, PAGE 476)

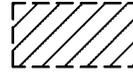
Lot 126R-2
Town of Mountain Village
PROJECT NUMBER 21063



RELOCATED PUBLIC TRAIL EASEMENT EXHIBIT

HATCHING LEGEND

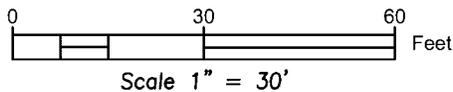
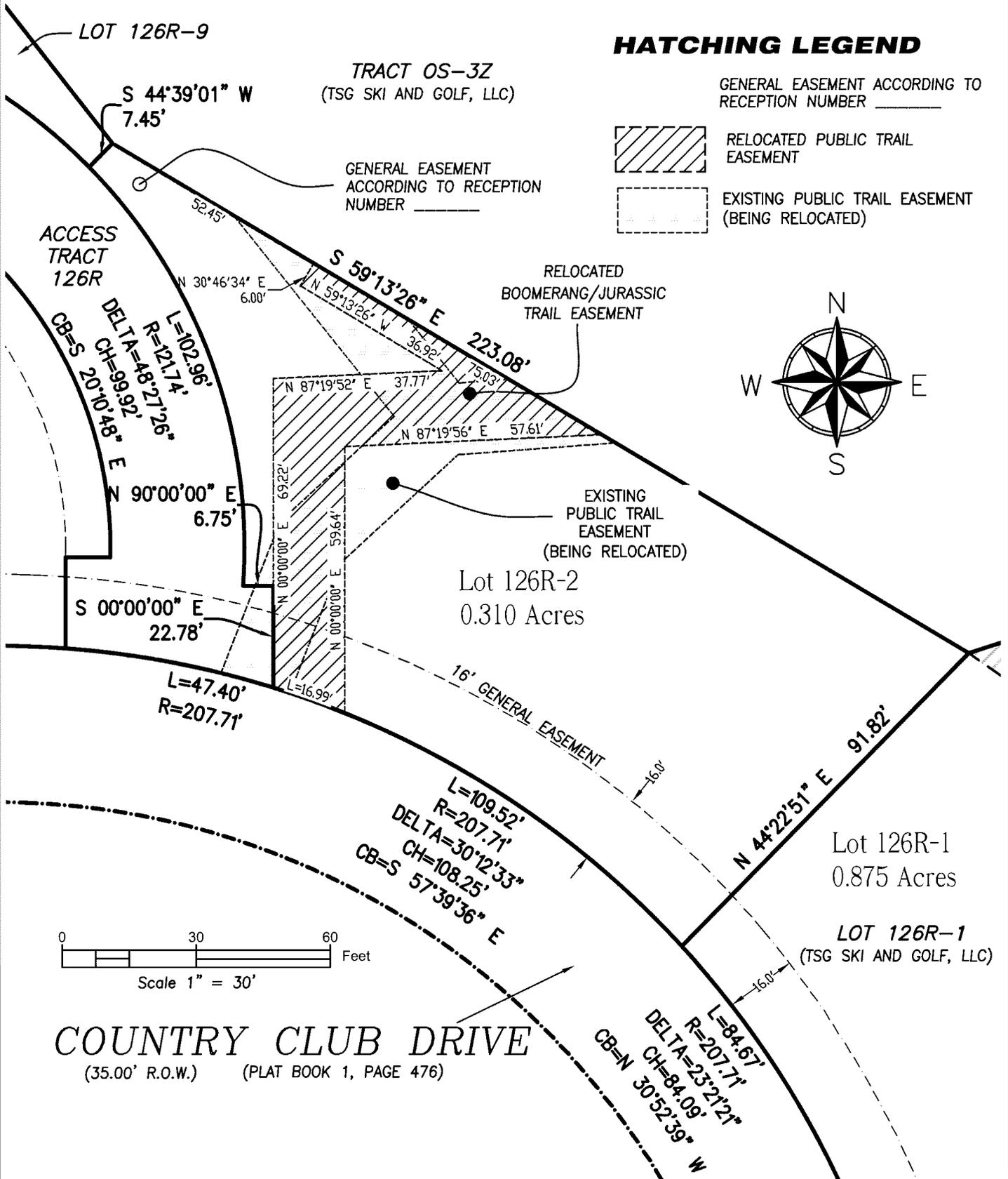
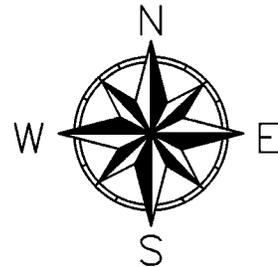
GENERAL EASEMENT ACCORDING TO
RECEPTION NUMBER _____



RELOCATED PUBLIC TRAIL
EASEMENT



EXISTING PUBLIC TRAIL EASEMENT
(BEING RELOCATED)



Lot 126R-2
Town of Mountain Village
PROJECT NUMBER 21063



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

*Budget will be updated
 as the design progresses.
 Based on 3-8-23 Plans.*

DJ

COUNTRY CLUB

1	Mill Asphalt and Regrade	1	LS	\$ 20,000.00	\$20,000.00
2	Structural Fill under Sidewalk	580	CY	\$ 30.00	\$17,400.00
3	Place Fill	580	CY	\$ 20.00	\$11,600.00
4	Prep Sidewalk/Gutter/Asphalt	10120	SF	\$ 3.00	\$30,360.00
5	Pour Gutter	920	LF	\$ 55.00	\$50,600.00
6	Pour Sidewalk	5060	SF	\$ 12.00	\$60,720.00
7	Prep and Pave Asphalt	2602	SY	\$ 105.00	\$273,210.00

LOT 126 ROAD

8	Earthwork - Cut	940	CY	\$ 12.00	\$11,280.00
9	Earthwork - Fill	1520	CY	\$ 12.00	\$18,240.00
10	Additional Structural Fill	580	CY	\$ 30.00	\$17,400.00
11	Road Base	670	ton	\$ 80.00	\$53,600.00
12	Prep and Pave Asphalt	1150	SY	\$ 105.00	\$120,750.00
13	Prep Gutter/V-Pan	2170	SF	\$ 3.00	\$6,510.00
14	Pour Gutter/V-Pan	1085	LF	\$ 55.00	\$59,675.00
15	Walls for Hammerhead	50	CY	\$ 1,000.00	\$50,000.00
16	Face Walls with Stone	700	SF	\$ 40.00	\$28,000.00
17	Stairs (No Details)	1	LS	\$ 75,000.00	\$75,000.00
18	Boulder Wall	350	SF	\$ 60.00	\$21,000.00

UTILITIES - Mains

18	Sewer Main	1060	LF	\$ 70.00	\$74,200.00
19	Sewer Manholes	7	ea	\$ 9,000.00	\$63,000.00
20	Water Main	540	LF	\$ 75.00	\$40,500.00
21	Fire Hydrant	1	ea	\$ 10,000.00	\$10,000.00
22	Relocate FHs	3	ea	\$ 5,000.00	\$15,000.00
23	Re-Locate Gas Reg Station/Mains	1	LS	\$ 75,000.00	\$75,000.00
24	FlowFill	1	LS	\$ 50,000.00	\$50,000.00

UTILITIES - Services

25	Sewer - 4" SDR 35	505	LF	\$ 35.00	\$17,675.00
26	Water - 2" Pure Core	200	LF	\$ 35.00	\$7,000.00
27	Water Taps + Curb Stop	9	ea	\$ 4,000.00	\$36,000.00

UTILITIES - Shallows. Conduit, Only

28	Power/Phone/Fiber	600	LF	\$ 40.00	\$24,000.00
29	Gas	490	LF	\$ 20.00	\$9,800.00

Subtotal = \$1,347,520.00

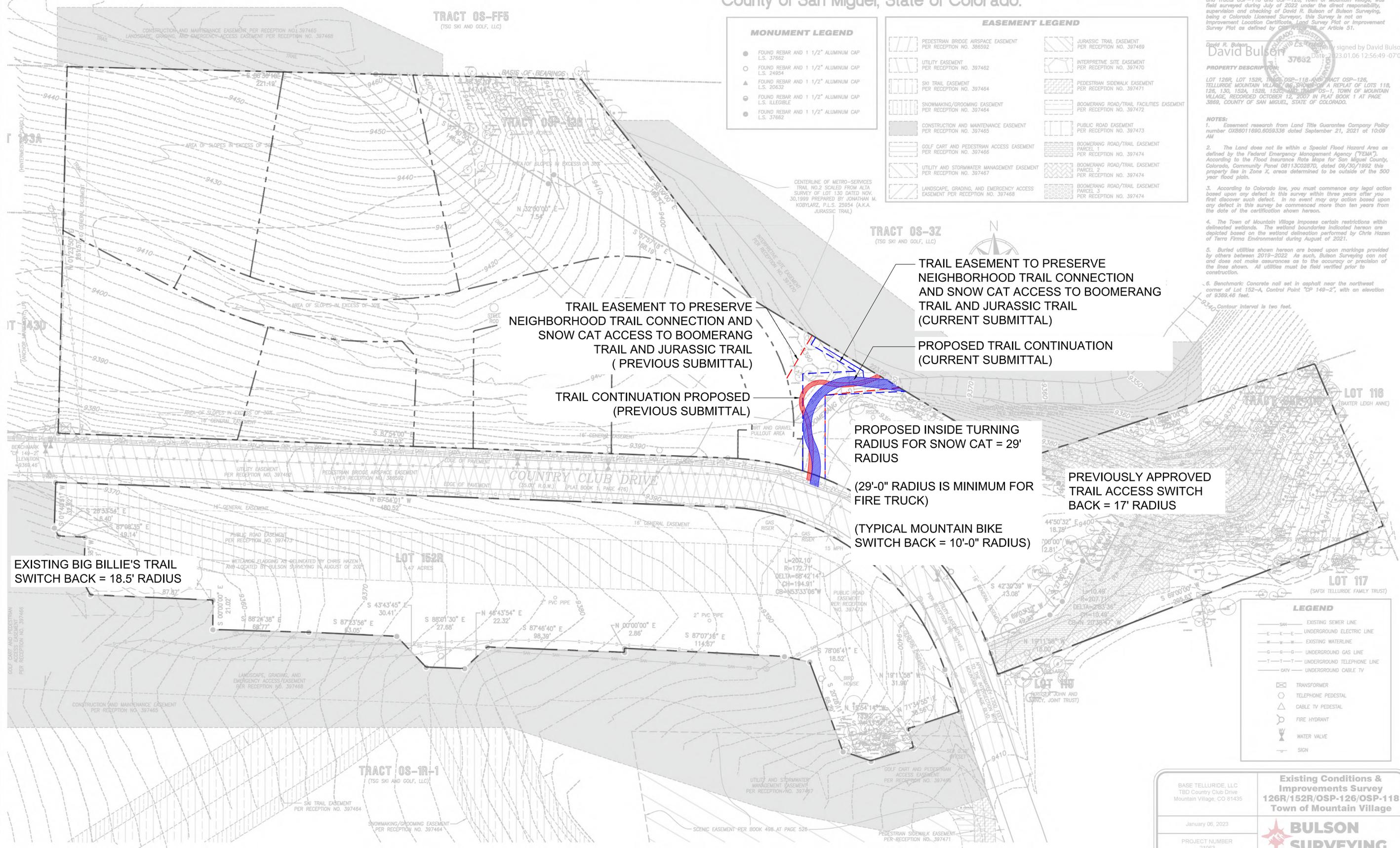
20 % Cont. = \$269,504.00

Total Budget = \$1,617,024.00



Attachment A.b

Existing Conditions/Improvement Survey
 Lots 126R and 152R and Tracts OSP-118 and OSP-126, Town of Mountain Village
 County of San Miguel, State of Colorado.



MONUMENT LEGEND

- FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 37662
- FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 24954
- ▲ FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 20632
- FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. ILLEGIBLE
- FOUND REBAR AND 1 1/2" ALUMINUM CAP L.S. 37662

EASEMENT LEGEND

	PEDESTRIAN BRIDGE AIRSPACE EASEMENT PER RECEPTION NO. 385592		JURASSIC TRAIL EASEMENT PER RECEPTION NO. 397469
	UTILITY EASEMENT PER RECEPTION NO. 397462		INTERPRETIVE SITE EASEMENT PER RECEPTION NO. 397470
	SKI TRAIL EASEMENT PER RECEPTION NO. 397464		PEDESTRIAN SIDEWALK EASEMENT PER RECEPTION NO. 397471
	SNOWMAKING/GROOMING EASEMENT PER RECEPTION NO. 397464		BOOMERANG ROAD/TRAIL FACILITIES EASEMENT PER RECEPTION NO. 397472
	CONSTRUCTION AND MAINTENANCE EASEMENT PER RECEPTION NO. 397465		PUBLIC ROAD EASEMENT PER RECEPTION NO. 397473
	GOLF CART AND PEDESTRIAN ACCESS EASEMENT PER RECEPTION NO. 397465		BOOMERANG ROAD/TRAIL EASEMENT PARCEL 1 PER RECEPTION NO. 397474
	UTILITY AND STORMWATER MANAGEMENT EASEMENT PER RECEPTION NO. 397467		BOOMERANG ROAD/TRAIL EASEMENT PARCEL 2 PER RECEPTION NO. 397474
	LANDSCAPE, GRADING, AND EMERGENCY ACCESS EASEMENT PER RECEPTION NO. 397468		BOOMERANG ROAD/TRAIL EASEMENT PARCEL 3 PER RECEPTION NO. 397474

SURVEYOR'S STATEMENT:
 This Existing Conditions/Improvement Survey of Lots 126R and 152R and Tracts OSP-118 and OSP-126, Town of Mountain Village, was field surveyed during July of 2022 under the direct responsibility, supervision and checking of David R. Bulson of Bulson Surveying, being a Colorado Licensed Surveyor, this Survey is not an Improvement Location Certificate, Land Survey Plat or Improvement Survey Plat as defined by C.R.S. Article 10 or Article 51.

David R. Bulson
 David Bulson
 37662 Date: 12/23/2023 12:56:49 -0700

PROPERTY DESCRIPTION:
 LOT 126R, LOT 152R, TRACT OSP-118 AND TRACT OSP-126, TELLURIDE MOUNTAIN VILLAGE, BEING A REPLAY OF LOTS 118, 126, 130, 152A, 152B, 152C, AND TRACT OSP-1, TOWN OF MOUNTAIN VILLAGE, RECORDED OCTOBER 12, 2007 IN PLAT BOOK 1 AT PAGE 3869, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

- NOTES:**
1. Easement research from Land Title Guarantee Company Policy number OXB8011690.0059336 dated September 21, 2021 at 10:09 AM
 2. The Land does not lie within a Special Flood Hazard Area as defined by the Federal Emergency Management Agency ("FEMA"). According to the Flood Insurance Rate Maps for San Miguel County, Colorado, Community Panel 08113002870, dated 09/30/1992 this property lies in Zone X, areas determined to be outside of the 500 year flood plain.
 3. 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.
 4. The Town of Mountain Village imposes certain restrictions within delineated wetlands. The wetland boundaries indicated hereon are depicted based on the wetland delineation performed by Chris Hazen of Terra Firma Environmental during August of 2021.
 5. Buried utilities shown hereon are based upon markings provided by others between 2019-2022. As such, Bulson Surveying can not and does not make assurances as to the accuracy or precision of the lines shown. All utilities must be field verified prior to construction.
 6. Benchmark Concrete nail set in asphalt near the northwest corner of Lot 152-A, Control Point "CP 149-2", with an elevation of 9369.46 feet.

TRAIL EASEMENT TO PRESERVE NEIGHBORHOOD TRAIL CONNECTION AND SNOW CAT ACCESS TO BOOMERANG TRAIL AND JURASSIC TRAIL (PREVIOUS SUBMITTAL)

TRAIL CONTINUATION PROPOSED (PREVIOUS SUBMITTAL)

TRAIL EASEMENT TO PRESERVE NEIGHBORHOOD TRAIL CONNECTION AND SNOW CAT ACCESS TO BOOMERANG TRAIL AND JURASSIC TRAIL (CURRENT SUBMITTAL)

PROPOSED TRAIL CONTINUATION (CURRENT SUBMITTAL)

PROPOSED INSIDE TURNING RADIUS FOR SNOW CAT = 29' RADIUS

(29'-0" RADIUS IS MINIMUM FOR FIRE TRUCK)

(TYPICAL MOUNTAIN BIKE SWITCH BACK = 10'-0" RADIUS)

PREVIOUSLY APPROVED TRAIL ACCESS SWITCH BACK = 17' RADIUS

EXISTING BIG BILLIE'S TRAIL SWITCH BACK = 18.5' RADIUS

LEGEND

	EXISTING SEWER LINE
	UNDERGROUND ELECTRIC LINE
	EXISTING WATERLINE
	UNDERGROUND GAS LINE
	UNDERGROUND TELEPHONE LINE
	UNDERGROUND CABLE TV
	TRANSFORMER
	TELEPHONE PEDESTAL
	CABLE TV PEDESTAL
	FIRE HYDRANT
	WATER VALVE
	SIGN

BASE TELLURIDE, LLC
 TBD Country Club Drive
 Mountain Village, CO 81435

Existing Conditions & Improvements Survey
 126R/152R/OSP-126/OSP-118
 Town of Mountain Village

January 06, 2023
 PROJECT NUMBER 21083

BULSON SURVEYING

ORDINANCE NO. 2023-__

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE,
COLORADO CONDITIONALLY APPROVING REZONING AND DENSITY TRANSFER FOR
LOTS 126R AND 152R AND TRACTS OSP-118 AND OSP-126**

WHEREAS, Base Telluride, LLC (the “**Developer**”) is the owner of certain real property described as Lot 126R, Lot 152R, Tract OSP-118, and Tract OSP-126, Telluride Mountain Village, Colorado, according to the plat recorded as Reception No. 397455 (together, the “**Property**”); and

WHEREAS, the Developer has submitted a Major Subdivision application to the Town of Mountain Village (the “**Town**”) to replat ~~the Property~~ Lot 126R, Tract OSP-118, and Tract OSP-126 (“**Subdivision Application**”) for the purpose of including the Property in an integrated development that will include the creation of a common interest community and an owners’ association; and

WHEREAS, in connection with its Subdivision Application, the Developer has applied to rezone Lot 126R from Multi-Family to Single Family, rezone OSP-118 from Active/Passive Open Space to Resource Conservation Active Open Space, expand OSP-126, rezone certain density, and decrease the overall density, transferring excess density into the Mountain Village Density Bank (“**Rezoning Application**”), which application consists of the materials submitted and itemized on Exhibit A, attached hereto, plus all statements, representations, and additional documents of the Developer and its representatives made or submitted at the public hearings before the Design Review Board (“**DRB**”) and the Town of Mountain Village Town Council (“**Town Council**”); and

WHEREAS, the Subdivision Application and the Rezoning Application are being processed and considered concurrently by the DRB and Town Council; and

WHEREAS, the DRB held a public hearing on February 2, 2023, to consider the Rezoning Application and testimony and comments from the Developer, Town Staff, and members of the public, and voted unanimously to issue a recommendation of approval to Town Council of the Rezoning Application, subject to conditions; and

WHEREAS, the Town Council held a public meeting on February 16, 2023 to consider the Rezoning Application, the DRB’s recommendations, and testimony and comments from the Developer, Town Staff, and members of the public, and voted 7-0 to approve the Rezoning Application on first reading, subject to conditions and a second reading of this Ordinance to be held at a public hearing on March 16, 2023, which was continued to April 20, 2023; and

WHEREAS, the Town Council held a public hearing on ~~March 16~~ April 20, 2023 to consider the second reading of this Ordinance and testimony and comments from the Developer, Town Staff, and members of the public, and voted to approve the Rezoning Application (“**Rezoning Application**”); and

WHEREAS, the public hearings and meetings to consider the Rezoning Application were duly noticed and held in accordance with the Town’s Community Development Code (“**CDC**”); and

WHEREAS, the Town entered into an agreement with San Miguel County regarding platted open space, which agreement is recorded as Reception No. 426873 (“**County IGA**”) and was codified as CDC Section 17.3.10; and

WHEREAS, the Town has determined that the rezoning and density transfer accomplished by this approval will comply with the County IGA and that there will be no net loss in open space acreage thereby; and

WHEREAS, with respect to the requested rezoning, the Town Council has considered the criteria set forth in Section 17.4.9 of the CDC and finds that each of the following has been satisfied or will be satisfied upon compliance with the conditions of this Ordinance set forth below and in the Development Agreement:

1. The proposed rezoning is in general conformity with the policies, principles and standards set forth in the Comprehensive Plan;
2. The proposed rezoning is consistent with the Zoning and Land Use Regulations;
3. The proposed rezoning meets the Comprehensive Plan project standards;
4. The proposed rezoning is consistent with public health, safety, and welfare, as well as efficiency and economy in the use of land and its resources;
5. The proposed rezoning is justified because there is an error in the current zoning, there have been changes in conditions in the vicinity or there are specific policies in the Comprehensive Plan that contemplate the rezoning;
6. Adequate public facilities and services are available to serve the intended land uses;
7. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash, or service delivery congestion; and
8. The proposed rezoning meets all applicable Town regulations and standards.

WHEREAS, with respect to the requested density transfer, the Town Council has considered the criteria set forth in Section 17.4.10 of the CDC and finds that each of the following has been satisfied or will be satisfied upon compliance with the conditions of this Ordinance set forth below and in the Development Agreement:

1. The criteria for decision for a rezoning are met, since such density transfer must be processed concurrently with a rezoning development application (except for MPUD development applications);
2. The density transfer meets the density transfer and density bank policies; and
3. The proposed density transfer meets all applicable Town regulations and standards.

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

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

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. APPROVALS.

2.1. **REZONING APPLICATION.** The Town Council hereby approves the Rezoning Application and Development Agreement (defined below), subject to the conditions set forth below, and authorizes the Mayor and Town Clerk to sign the Development Agreement on behalf of the Town following approval of the same by the Town Manager. All exhibits to this Ordinance are available for inspection at the Town Clerk's Office.

2.2. **ZONING AND DENSITY.** The Town Council approves the rezoning of and density transfers for the Property as follows. The depiction of the Property included as Exhibit B shall constitute the map of the rezoned area required by CDC Section 17.4.9(D)(1)(a).

Table 1. Current and Proposed Rezoning.

Lot	Current Zoning	New Zoning
126R	Multi-Family	Single Family <u>Right of Way Active Open Space</u>
OSP-118	Active/Passive Open Space	Resource Conservation Active Open Space*
OSP-126	Passive Open Space	Passive Open Space*

* Passive Open Space cannot be rezoned; therefore, the former Passive Open Space area is expressed on the Replat as an overlay and further extended via the Rezoning Application and the Subdivision Application. Active Open Space can be rezoned and relocated so long as there is no net loss of open space and it remains within the same area. The Rezoning Application proposes a slight increase in open space and otherwise meets the requirements of the CDC.

Table 2. Current and Proposed Zoning Designations.

Lot	Current Density-Zoning Designation	Number of Units	New Zoning Designation	Number of Units
126R	Condominium	44	Single Family	9
	Hotel	56		
	Hotel Efficiency	19		
	Employee Dormitory	17		
	Employee Apartment	5		
	Commercial	34,001 sq ft		
152R	Condominium	23	Condominiums	8
	Commercial	4,665 sq ft	Employee Condominium	1
			Commercial	*

* Commercial and ancillary uses as allowed pursuant to Table 3-1 Town of Mountain Village Land Use Schedule in CDC Section 17.3.3 will be proposed with development and show on the future condominium map.

Table 3. Lot 126R Density to be Rezoned.

Density Units to be Rezoned	Number of Units	Persons per Unit	Total Persons
Condominium Units to be Rezoned to Single Family	12	3	36
Density with New Zoning Designation	Number of Units	Persons per Unit	Total Persons
Single Family	9	4	36

Table 4. Lot 126R Density to be Transferred to Density Bank.

Zoning Designation	Number of Units	Persons per Unit	Total Persons
Condominium	32	3	96
Hotel	56	1.5	84
Hotel Efficiency	19	2	38
	Total Free Market Persons		
Employee Dorm	17	1	17
Employee Apartment	4	3	12
	Total Employee Persons		32
	Total Persons		150

Table 5. Lot 152R Density to be Transferred to Density Bank.

Zoning Designation	Number of Units	Persons per Unit	Total Persons
Condominium	15	3	45

SECTION 3. CONDITIONS. The approval of the Rezoning Application is subject to the following terms and conditions:

3.1. All conditions of the approval of the Subdivision Application as set forth in Town Council Resolution No. 2023~~2~~-__ (“**Subdivision Approval**”) are incorporated by reference as conditions of this approval.

3.2. The Town and Developer shall enter into a Development Agreement in substantially the form set forth in Exhibit C, attached hereto, which shall incorporate by reference all conditions of this approval and the Subdivision Approval. The Town Manager is authorized to approve the final version of the Development Agreement and, upon such approval, the Development Agreement and all related documents necessary to effectuate the intent of this Ordinance may be executed by the Town Manager, Director of Community Development, Mayor, and Town Clerk, as appropriate or necessary.

3.3. The Developer is responsible for all dues, fees, and any taxes associated with the existing density and density once placed into the Density Bank.

3.4. The open space locations and zoning will be consistent with the Replat associated with the Subdivision Approval.

3.5. The Density Bank certificates will be issued concurrently with the recording of the Replat.

3.6. If the employee zoning designation density is approved to be moved into the Density Bank, except for the one (1) Employee Condominium proposed, then the housing mitigation requirement is set at 100% for all buildings and relevant structures on Lots 126R and 152R, as proposed to be replatted. This requirement will be outlined in the Development Agreement.

3.7. The one (1) proposed Employee Condominium is subject to the affordable housing deed restriction requirements of the Mountain Village Municipal Code.

3.8. In the event that a use on the Property is contemplated outside of the CDC requirements in the condominium maps and/or governing documents, the Developer shall apply for such use via the appropriate Town process.

3.89. Town Staff shall update the Mountain Village Zoning Map consistent with this approval and the Subdivision Approval.

3.910. All representations of the Developer, whether within Rezoning or Subdivision Applications submittal materials or at the DRB or Town Council public hearings, are conditions of this approval.

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. EFFECTIVE DATE. This Ordinance shall become effective on _____, 2023 (“**Effective Date**”) and shall be recorded in the official records of the Town, kept for that purpose, and shall be authenticated by the signatures of the Mayor and the Town Clerk.

SECTION 6. RECORDATION. This Ordinance shall be recorded with the San Miguel County Clerk & Recorder contemporaneously with the recordation of the Property Replat and Development Agreement.

SECTION 7. PUBLIC HEARING. A public hearing on this Ordinance was held on the 16th day of March, 2023 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 16th day of February, 2023.

TOWN OF MOUNTAIN VILLAGE:

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

By: _____
Laila Benitez, Mayor

ATTEST:

Susan Johnston, Town Clerk

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this ~~16th~~²⁰th day of ~~March~~^{April}, 2023.

TOWN OF MOUNTAIN VILLAGE:

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

By: _____
Laila Benitez, 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. 2023-__ ("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 _____, February 16, 2023, by the affirmative vote of a quorum of the Town Council as follows:

Council Member Name	"Yes"	"No"	Absent	Abstain
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Marti Prohaska				
Harvey Mogenson				
Patrick Berry				
Peter Duprey				
Jack Gilbride				

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 _____, 2023 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 _____, April 20, 2023. 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
Laila Benitez, Mayor				
Dan Caton, Mayor Pro-Tem				
Marti Prohaska				
Harvey Mogenson				
Patrick Berry				
Peter Duprey				
Jack Gilbride				

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 _____, 2023.

 Susan Johnston, Town Clerk
 (SEAL)

Exhibit A

[LIST OF REZONING APPLICATION MATERIALS]

Exhibit B

[PROPERTY REPLAT]

Exhibit C

[DEVELOPMENT AGREEMENT]



TO: Town Council
FROM: Amy Ward, Community Development Director
FOR: Town Council Meeting of April 20, 2023
DATE: April 12, 2023
RE: Staff Memo – Consideration of a Resolution Approving a Height Variance request to the Coonskin View Plane for Lot 161A-4 Unit 6

APPLICATION OVERVIEW:

PROJECT GEOGRAPHY

Legal Description:

UNIT 6, THE RIDGE AT TELLURIDE, ACCORDING TO THE 8TH SUPPLEMENTED AND AMENDED PLANNED COMMUNITY PLAT OF THE RIDGE AT TELLURIDE RECORDED APRIL 2, 2019 UNDER RECEPTION NO. [458069](#), AND AS DEFINED AND DESCRIBED IN THE DECLARATION RECORDED APRIL 5, 2004 UNDER RECEPTION NO. [365201](#) AND THE 7TH SUPPLEMENT AND AMENDMENT TO DECLARATION RECORDED APRIL 2, 2019 UNDER RECEPTION NO. [458070](#), COUNTY OF SAN MIGUEL, STATE OF COLORADO.

Address: TBD Bridge Lane
Applicant/Agent: Mark Bertelsen, Centre Sky
Owner: Carl Merzi and Patti Merzi
Zoning: Multi-Family
Existing Use: Vacant Lot
Proposed Use: Detached Condominium
Lot Size: 8,145 square feet

Adjacent Land Uses:

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

ATTACHMENTS

Exhibit A: Height Variance Application
Exhibit B: Coonskin View Plane Exhibit
Exhibit C: Height Variance Exhibit
Exhibit D: Staff Referral Comments – no public comments received



Figure 1: Vicinity Map

Exhibit E: Resolution

Case Summary: Mark Bertelsen of Centre Sky (Applicant), on the behalf of Carl and Patti Merzi (Owner) is requesting a Height Variance request to the Coonskin View Plane Corridor for a new single-family detached condominium located at Lot 161A-4, Unit 6, TBD Bridge Lane.

The Lot is 8,145 square feet and is zoned Multi-Family. The proposal includes a detached condo with an approximate gross square footage of 9435 square feet. Because of the home's location near the top of Coonskin Ridge, additional development regulations must be addressed in addition to the general Design Review Standards – specifically, CDC Section 17.5.16: Ridgeline Lots.

The DRB reviewed the Height Variance request and the Initial Architecture and Site Review (IASR) at the March 30, 2023 meeting. At that meeting the DRB voted unanimously to make a positive recommendation to Town Council for the requested variance. The DRB included a condition that if the Height Variance is not approved by Council, the applicant must return to DRB for an updated IASR review.

Outside of the Design Review currently being heard by the Design Review Board, there is an additional application for a minor subdivision being reviewed at a staff level to re-locate the Unit 6 building envelope to an alternate location on the existing Lot 161A-4 to avoid a geotechnical hazard. This Unit re-location has been approved by the Ridge HOA and is anticipated to be approved by staff once the design review is finalized.

County and Town Settlement Agreement

In 1999 the Town and County entered into a settlement agreement that addressed a number of county issues including and not limited to the operations of the gondola, the Ridgeline Covenant, the final Mountain Village development plan, wetland regulations, and deed-restricted housing. Pursuant to the settlement agreement, the Town of Mountain Village sends development application referrals for comment to San Miguel County and the Town of Telluride when a development is proposed subject to the Ridgeline Covenant. What is within the DRB's purview are the provisions outlined in the CDC and the enhanced design requirements found under the Ridgeline Lots section of the CDC and outlined below. The Town does not enforce the provisions of the Settlement Agreement although we adhere to the courtesy notice provisions as outlined in the settlement agreement and any additional requirement as outlined in the CDC.

Story Pole Requirement

Due to the location of the home the application is required to erect story poles "to reflect the maximum height of the proposed development where such development will extend closest to the view plane as described in section 4 above; and (b) the installation of a light to illuminate the story pole where off-site light would be visible from the highest window." These story poles have been erected and will be illuminated as described from dark to 9:30 pm on the evenings of March 27 and 28, 2023. San Miguel County, Town of Telluride, DRB and Town Council have all been notified of the story pole illumination plan.

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

Table 1

<u>CDC Provision</u>	<u>Requirement</u>	<u>Proposed</u>
Maximum Building Height	45' (ridge allowance)*	39.83'
Maximum Average Height	30' (ridge allowance)	24.19'
Maximum Lot Coverage	Not applicable to Ridge	
General Easement Setbacks	No GE	
Roof Pitch		
Primary		12:12
Secondary		3:12, 1:12
Exterior Material		
Stone	35% minimum	36.94%
Windows/Doors	40% maximum	23.98%
Parking	1	1

*see Height Variance-Coonskin View Plane Discussion below

Chapter 17.3: ZONING AND LAND USE REGULATIONS

17.3.12: Building Height Limits

Sections 17.3.11 and 17.3.12 of the CDC provide the methods for measuring Building Height and Average Building Height, along with providing the height allowances for specific types of buildings based on their architectural form. The proposed design incorporates gabled roof forms with minor secondary shed roof forms. Because of development agreements memorialized in the CDC, the Unit 19 is classified as a ridge lot, and with that, it is granted a different height allowance than other detached condominiums in the Mountain Village. The unit is subject in this case to a 45-foot height limit from the finished grade.

Staff: The Maximum Building Height and Average Building Height analysis has been provided on page A1-0.2 of the submitted plan set and shows a Maximum Height of 39.83' and a Max Average Height of 24.19'. These metrics are meeting the height requirements of the CDC per the Ridge area, however this property is also burdened by the Coonskin View Plane -see Height Variance Discussion below.

17.5.16: Ridgeline Lots

The CDC identifies Lot 161A-4 as a part of the Ridge Area and as such provides additional design restrictions. As previously described, the intent of these standards is to memorialize the restrictions in the development agreement. These provisions attempt to require the home to maintain visual subordination to the natural landscape along the ridge.

In order to accomplish this, the code requires the following:

- 1. All improvements are subject to a ridgeline covenant with San Miguel County as recorded at reception number 329093. The Town does not enforce the ridgeline covenant, with enforcement solely administered by San Miguel County.*

Staff: The improvements appear to be aligned with the ridgeline covenant. The Town of Mountain Village does not enforce this covenant but provided this application and all materials to both San Miguel County and the Town of Telluride in order for those agencies to provide comment on the proposed application.

- 2. The building height on Lot 161A-1R shall not exceed 35 feet (35') along the ridgeline of such building.*

Staff: Not applicable. Subject unit is within Lot 161A-4.

3. *Building height on other ridge area lots shall not exceed the lesser of:
 - a. The height of forty-five feet (45'); or
 - b. The maximum height allowed to the view plane limitation set forth in section 4 below.*

Staff: The applicant is requesting a Variance for exceeding the height allowed per the view plane covenant on this lot. See below – Height Variance.

4. *Except for the existing building on Lot 161A-1R and gondola facilities, the development of ridgeline area lots shall be designed to ensure that no lighting or any part of any building or structure extends into the view plane as shown on the Coonskin View Plane drawing recorded at reception number 328113.*

Staff: The story pole requirement was verified by illuminating the story poles on March 27 and 28, 2023 – staff and board members viewed the poles independently. Staff was not able to see any light on the Ridgeline at the proposed site when viewed from various locations spanning from Eider Creek Condominiums to the east end of Telluride.

5. *New development in the ridgeline area, excluding the existing building on Lot 161A-4 and gondola facilities, shall require (a) the erection of a story pole to reflect the maximum height of the proposed development where such development will extend closest to the view plane as described in section 4 above; and (b) the installation of a light to illuminate the story pole where off-site light would be visible from the highest window. The applicant for development shall provide written notice of the story pole erection to San Miguel County and the Town of Telluride.*

Staff: The applicant has erected the story poles and illuminated them on March 27 and 28. Notice of this was provided to Town of Telluride and San Miguel County.

6. *To the extent practical, no exterior lights shall be installed on the east side of buildings. Any required exterior lighting shall be shielded, recessed, or reflected so that no lighting is oriented towards the east side of the building.*

Staff: The lighting plan has not been submitted and isn't required until final DRB review. As part of a final DRB submittal it will be important to review the lighting on the east side of the home to ensure this standard is being met.

7. *No solid fuel burning device shall be allowed in the building on Lot 161A-1R*

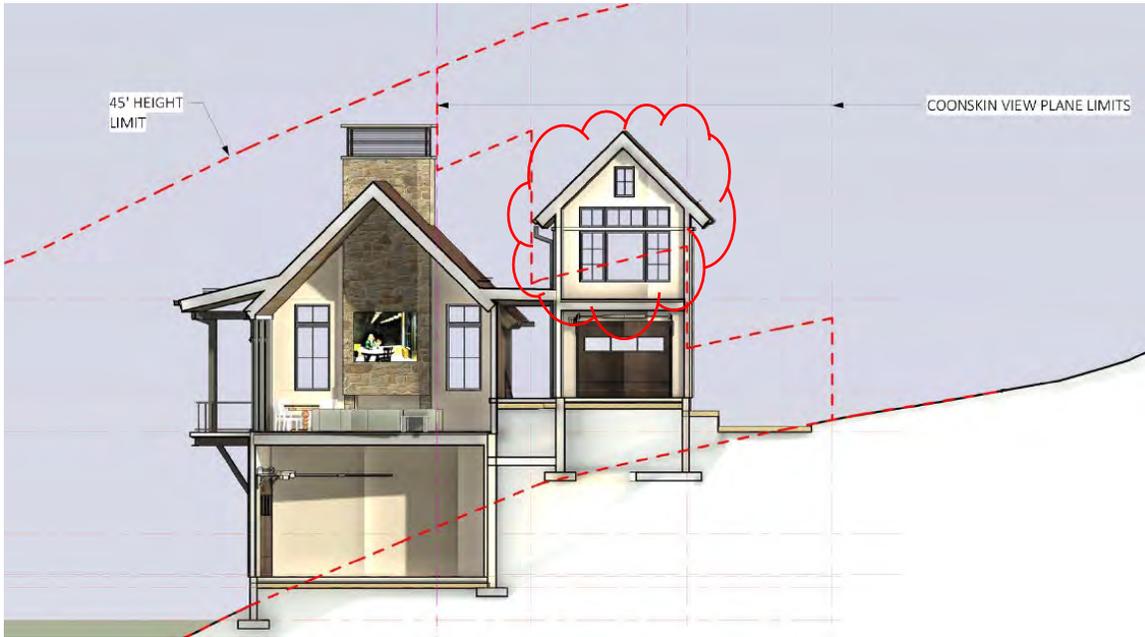
Staff: All fireplaces at the home are required to be natural gas-burning fixtures as noted below.

8. *For all new development, or substantial modifications to existing development, a courtesy referral shall be provided to San Miguel County and the Town of Telluride consistent with the Referral and Review Process outlined in the Development Review Procedures. The Town is not bound by any referral comments from either jurisdiction.*

Staff: A courtesy referral was provided to both the Town of Telluride and San Miguel County.

Height Variance Request

As indicated above the applicant has a concurrent application for a Variance to the Coonskin View Plane. Some Units within the Ridge are burdened by additional height restrictions pursuant to the settlement agreement and an associated exhibit called the Coonskin View Plane. Due to the new location of Unit 6, portions of Unit 6 are under the view plane corridor and a portion of the home exceeds the allowable. The following shows the portion of the home that exceeds the view plane:



The applicant has provided a view study (see attached) from 5 points spanning from Eider Creek Condominiums east to several sites within Hillside. Each point demonstrates that the highest point on the home, the chimney, which is higher than the area of the home that exceeds the view plane allowance is from 13-23' below what would be visible from those sites.

The highest portion of the home that is exceeding the Coonskin View Plane is the NW side of the home above the attached garage. The maximum height demonstrated is 13.29' above the plane (see Attachment C). For simplicity, staff requests the variance be granted for 13.5' above the view plane.

The applicant portrays that the Coonskin View Plane was created to prevent Ridge development from being viewed from the valley floor and believes the view plane study to show that this development would not be visible from that side of the ridge.

The criteria for decision and staff response are listed below.

Criteria for Decision

The following criteria shall be met for the review authority to approve a variance:

- a. The strict development application of the CDC regulations would result in exceptional and undue hardship upon the property owner in the development of

property lot because of special circumstances applicable to the lot such as size, shape, topography or other extraordinary or exceptional physical conditions;
The applicant asserts that the view plane restrictions are intended to prevent development from being visible from Telluride, Hillside and Eider Creek; that the surveyor who created the view plane exhibit admits that view plane limits are approximate; and that they have demonstrated that the development will not be visible from the above listed locations. Having to abide by the view plane given that they have demonstrated they are meeting the intent would be an undue hardship.

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

Staff finds this criteria met

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

Staff finds this criteria met

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

In December 2021, a height variance was granted to neighboring Unit 12 who presented a similar argument. Other homes on the ridge not burdened by the view plane are allowed a height of up to 45'.

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

The portion of the home that exceeds the view plane height could be removed to avoid a variance request, however the applicant's argument is that the development is not visible from the Telluride Valley side therefore meets the intent of the view plane restriction.

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

Staff finds this criteria met

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

Staff finds this criteria met

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

Staff finds this criteria met

Staff believes that criteria a, d and e should be discussed. Additionally, any observations from the story pole illumination should also be discussed.

DRB Recommendation:

The DRB by a unanimous vote of 7-0 recommended approval to the Town Council regarding the height variance application for Lot 161A-4 with conditions found in the proposed motion at their regular meeting on March 30, 2023.

Staff Recommendation:

Staff recommends approval of this height Variance. If Council chooses to **approve** of the **variance**, then staff suggests the following motion:

I move to approve a Resolution Approving a Height Variance to the Coonskin View Plane for Lot 161A-4 Unit 6 TBD Bridge Lane based on the evidence provided within the Staff Memo of record dated April 12, 2023, with the following conditions:

- 1. The approved height variance is valid only with the design presented for Initial DRB review on March 30, 2022, and is valid only for the 18-month period of that design approval. One 6-month extension of the original design review approval is allowable.*
- 2. The height variance is specific to the area described in the staff memo, and represented in the DRB approved drawings. Should any modifications to the building design occur, including future expansion, the variance would not cover portions of the building that are not thus described.*

If Council chooses to **deny** the resolution then staff suggests the following motion:

I move to deny the Resolution Approving a Height Variance to the Coonskin View Plane for Lot 161A-4 Unit 6 TBD Bridge Lane based on the evidence provided in the staff record of memo dated April 12, 2023, and the findings of this meeting.

/aw

EXHIBIT A

Merzi Residence The Ridge at Telluride, Unit 6 Variance Process



February 15, 2023

Background

Carl and Patti Merzi (“Owners”) are the owners of Unit 6 The Ridge at Telluride (“Current Site”). The Owners desire to build a new single family residence at The Ridge. The Current Site is located in the Multi-family Zone District and is assigned one condo unit of density or three person equivalents, with detached single-family condos an allowed use.

The Current Site was platted in April of 2019 along with several other units at The Ridge under the 8th Supplemented and Amended Planned Community Plat of the Ridge as recorded at Reception Number 458069 and contains 8,140 sq. ft. of lot area. The Current Site is located at the eastern end of what is called “The Crack” as shown on the existing conditions survey. The Crack resulted from slope failure in the area that was repaired in 2006 with geotechnical engineered soil anchor system that is shown on the existing conditions survey. The Owners desire to relocate Unit 6 above The Crack to provide significantly improved views (“Proposed Site”). The Current Site and Proposed Site areas are shown in Figure 1. Both the Current Site and Proposed Site are located within Lot 161A-4 that has several condominium maps subdividing it into the various condo units and private Ridge Open Space (“ROS”).

The Unit 6 relocation to the Proposed Site has been approved by The Ridge at Telluride Homeowners Association (“Association”) since it is located on Association private ROS. Concurrent Staff Subdivision, Design Review Process, and Variance Process applications are submitted to relocate the Unit 6 boundary from the Current Site to the Proposed Site.

The size of the proposed Unit 6 does not exceed the current Unit 6 area of 8,140 sq. ft. and there is no loss of private open space with the proposed Unit 6 relocation. The Current Site is proposed to revert to private open space located on Tract ROS-9C when the Proposed Site is relocated within ROS-9C. Most of the private open space at The Ridge is located in the Multi-family Zone District so no rezoning is required for the proposed Unit 6 relocation.

The Ridge CDC Regulations

Mountain Village Community Development Code (“CDC”) Section 17.5.16(B) establishes the following regulations applicable to The Ridge Area that includes the Current Site, Proposed Site and ROS-9C:

The following requirements apply to the ridge area as defined in section A.1 above, with our comments on compliance shown in blue text:

1. All improvements are subject to a ridgeline covenant with San Miguel County as recorded at reception number 329093. The Town does not enforce the ridgeline covenant, with enforcement solely administered by San Miguel County. *The key requirements of the ridgeline covenant are incorporated into the CDC with Section 5 of the covenant establishing the following requirements:*

“View Plane Limitations for Development on Lots 161A, 161A-1, 161B, and 161D. Development on Lots 161A, 161A-1, 161B and 161 D (or, subsequent to the Replat, Lots 161A-1 R, 161A-2, 161A-3, 161A-4, 1610-1 and 1610-2), excluding the Ridge Club Building, shall be located such that, under no circumstances, shall any lighting or any part of any structure extend into the view plane (the “View Plane”) shown on the Coonskin View Plane drawing prepared by Jacobsen Associates and dated July 21, 1999, as recorded in the office of the San Miguel County, Colorado, Clerk and Recorder in Plat Book 1 at Page 2601 [Reception Number 328113 also known as the “Coonskin View Plane” that is submitted with the application materials].

2. The building height on Lot 161A-1R shall not exceed 35 feet (35’) along the ridgeline of such building. *This criterion is not applicable to the Proposed Site since it is located on Lot 161A-4.*



Figure 1. Current Site & Proposed Site

3. Building height on other ridge area lots shall not exceed the lesser of:
 - a. The height of forty-five feet (45’); or
 - b. *The maximum height allowed to the view plane limitation set forth in section 4 below. The proposed building height of 45 feet above pre-construction grade (existing grade) as allowed by The Ridge Development Agreement. Most of the proposed house complies with the view plane limitation as discussed below.*
4. Except for the existing building on Lot 161A-1R and gondola facilities, the development of ridgeline area lots shall be designed to ensure that no lighting or any part of any building or structure extends into the view plane as shown on the Coonskin View Plane drawing recorded at reception number 328113. *The only part of the building that extends into the View Plane is the western module above the garage as shown in cross-section view in Figure 2 and on the Design Review Process Plan Set, Sheet A1-0.5c. The Owners are seeking a variance pursuant to CDC Section 17.4.6 to CDC Section 17.5.16(B)(4) and the Coonskin View Plane as discussed below. The only area of the home that projects into the Coonskin View Plane is the office/exercise room located over the garage as shown in Figure 2. The rest of the home is located below the view planes established in the Coonskin View Plane drawing.*
5. New development in the ridgeline area, excluding the existing building on Lot 161A-1R and gondola facilities, shall require (a) the erection of a story pole to reflect the maximum height of the proposed development where such development will extend closest to the view plane as described in section 4 above; and (b) the installation of a light to illuminate the story pole where off-site light would be visible from the highest window. The applicant for development shall provide written notice of the story pole erection to San Miguel County and the Town of Telluride. *Story poles for the highest western module have been erected on site and lighting will be installed in the general location of the highest window in coordination with the Town, San Miguel County and the Town of Telluride.*
6. To the extent practical, no exterior lights shall be installed on the east side of buildings. Any required exterior lighting shall be shielded, recessed, or reflected so that no lighting is oriented towards the east side of the building. *Site lighting will be evaluated with the concurrent Design Review Process application.*



Figure 2. Coonskin View Plan Cross-Section

Variance Criteria

CDC Section 17.4.16(D)(1) establishes the following criteria for decision, with our comments on compliance shown in blue text:

- a. The strict development application of the CDC regulations would result in exceptional and undue hardship upon the property owner in the development of property lot because of special circumstances applicable to the lot such as size, shape, topography or other extraordinary or exceptional physical conditions. The Owners retained San Juan Surveying to conduct a view plane analysis from five (5) points in the potentially most visually impacted area of Hillside and Eider Creek as shown in Exhibit B. The view angle analysis submitted by San Juan Surveying shows that the western chimney, which is the highest elevation of the western module and the same height as the garage gable ridge, is below the view plane from the five (5) selected locations. The garage gable ridge has a proposed USGS elevation of 10516.83 and is clearly the highest gable of the home in the Proposed Site. The Proposed Site is also located on the west side of The Ridge Area and away from Telluride with intervening topographic high points leading up to the geographic ridge with USGS elevations of 10520 and 10560 located to the north of The Ridge Club Building providing a topographic barrier to any visibility from Telluride.

The Coonskin View Plane includes the surveyor certificate shown in Figure 3. The surveyor clearly acknowledges in this certificate that the view plane height limits are approximate. In addition, the applicant for The Ridge Unit 12 variance, John Horn, reached out to the surveying firm that created the Coonskin View Plane and states in the narrative:

“2.5 On December 8, 2020, in a telephone conversation with Randall Hency, the surveyor who prepared and signed the Jacobsen View Plane Survey, he informed me of the following:

I do hereby certify that this Coonskin View Plane was verified by me on the 22nd day of July, 1999 in accordance with the requirements of Recital F, Item 4, First Amended Development Covenant for Lots 161A, 161A1, 161B, 161D and Adjacent Active Open Space, Town of Mountain Village, Colorado, more particularly described as shown on the accompanying map, and that to the best of my knowledge and belief; this map of the Coonskin View Plane approximately shows the correct locations of the height restriction lines. To ensure that the required view plane criteria is met and before any construction can begin, a field verification survey is required once the proposed building sites have been determined.

Randall D. Hency 7-22-99
 Randall D. Hency Date
 Colorado Professional Surveyor
 PLS #27605

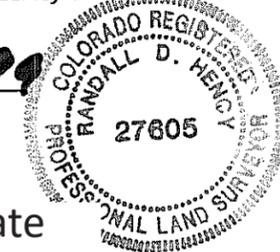


Figure 3. Coonskin View Plane Certificate

- 2.5.1 The survey was based solely on third-party topographic surveys, likely USGS quad mapping that could be off by as much as 10 to 20 feet.
- 2.5.2 No actual field work or verification was done using any type of survey equipment.
- 2.5.3 Because the survey was based solely on third-party topographic surveys, Mr. Hency and the other surveying professionals involved in the preparation of the Jacobsen View Plane Survey discussed and acknowledged that the Jacobsen View Plane Survey would not be accurate and would only be approximate.
- 2.5.4 Because Mr. Hency recognized that the techniques and resources used to produce the Jacobsen View Plane Survey would not produce completely accurate results, he included the following qualification on page 1 of the Jacobsen View Plane Survey” as shown in Figure 3.

The strict application of the approximate Coonskin View Plane that could be off by as much as 10 to 20 feet would result in exceptional and undue hardship on the Owners in their reasonable request to relocate Unit 6 within Lot 161A-4 as allowed by the underlying zoning and the applicable legal instruments. The Proposed Site is not visible from Eider Creek, Hillside or the Town of Telluride which conforms to the CDC Ridgeline Regulations, the associated ridgeline covenant with San Miguel County and The Ridge Development Agreement. Story poles are erected and lights will be placed in the approximate location of the windows for Telluride, Mountain Village and San Miguel County staff to view and ensure no visual impacts will occur to the valley. The identified inaccuracies in the Coonskin View Plane constitute a special circumstance applicable to the Proposed Site and cause an exceptional and undue hardship on the Owners for relocating Unit 6 as allowed by the underlying zoning and the applicable legal instruments. The view plane study prepared by San Juan Surveying combined with the story poles and lighting observed by the town and county staffs will ensure that the proposed structure will not be visible from the required view points, including Hillside, Eider Creek and the Town of Telluride.

- b. The variance can be granted without substantial detriment to the public health, safety and welfare. The variance to CDC Section 17.5.16(B)(4) and the Coonskin View Plane can be granted without substantial detriment to the public health, safety and welfare because the view plane survey from San Juan Surveying shows the home on the Proposed Site will not be visible from Hillside or Eider Creek. The topographic high points leading up to the geographic ridge with USGS elevations of 10520 and 10560 located to the north of The Ridge Club Building provide a topographic barrier to any visibility from Telluride. The story poles and required lighting per CDC Section 17.5.16(B)(5) will further ensure the home is not visible from Telluride or other areas in the valley.
- c. The variance can be granted without substantial impairment of the intent of the CDC because the health, safety and welfare of residents and visitors will be protected with the structure not visible from Hillside, Eider Creek or Telluride; the Comprehensive Plan envisions Lot 161A-4 developed with multi-family housing

and no environmental resources are impacted; the Ridgeline Regulations and associated legal instruments are designed to minimize visual impacts of Ridge development as viewed from Telluride, Hillside and Eider Creek that will emphasize the natural beauty of the Town's surroundings; the development of the Proposed Site will enhance Unit 6 and is compatible with the natural beauty of the Town's setting and natural resources; no development is located above the geographic ridge to the southeast of the Proposed Site with USGS elevations of 10520 and 10560 located to the north of The Ridge Club Building; the variance allows for good civic design and development as envisioned in the Comprehensive Plan; and the variance complies with the Ridgeline Regulations and their intent to ensure new development is not visible from Hillside, Eider Creek and Telluride.

- d. Granting the variance does not constitute a grant of special privilege in excess of that enjoyed by other property owners in the same zoning district, such as without limitation, allowing for a larger home size or building height than those found in the same zone district. The Ridge has been platted in various phases over time with condominium unit boundaries and locations commonly changed after platting. All owners of undeveloped units have the right to propose relocating or reconfiguring their unit boundaries, with an understanding that such changes have to meet the CDC Ridgeline Regulations, the applicable legal instruments, and not be visible from Telluride, Hillside or Eider Creek. The Town has approved at least one similar prior variance due to the inherent approximate heights established in the Coonskin View Plane, with anywhere from 10 to 20 feet of inaccuracy as identified by the firm that completed the view plane analysis. Every owner in The Ridge should have the right to request a variance to the Coonskin View Plane based on the identified range of accuracy, with an understanding that both survey analysis, story poles and lighting will ensure development at The Ridge is not visible to the required areas.
- e. Reasonable use of the property is not otherwise available without granting of a variance, and the variance being granted is the minimum necessary to allow for reasonable use. The application of the inaccurate Coonskin View Plane when there is a 10 to 20-foot range of accuracy would deny the Owners with reasonable use of the Proposed Site. The San Juan Surveying view plane analysis combined with the topographic rise to the southeast of the proposed site and the required story poles and lighting will ensure the proposed home is not visible. The strict application of the inaccurate Coonskin View Plane does not allow for reasonable use of the Proposed site since it will meet the other key requirements of the Ridgeline Regulations, including not being visible from Telluride, Hillside or Eider Creek.
- f. The lot for which the variance is being granted was not created in violation of Town regulations or Colorado State Statutes in effect at the time the lot was created. The Existing Site and Proposed Site are not in violation of Town regulations or State Statutes, and the variance complies with The Ridge Development Agreement, the ridgeline covenant, and other applicable legal instruments.
- g. The variance is not solely based on economic hardship alone. The variance is not based on economic hardship alone. The variance is being sought to correct the inaccurate height limits set forth in the Coonskin View Plane that could be off 10 to 20 feet, with the development of the Site conforming to the key requirements of CDC Section 17.5.16(B) and applicable legal instruments.
- h. The proposed variance meets all applicable Town regulations and standards unless a variance is sought for such regulations or standards. The variance meets all other applicable Town regulations and standards, including but not limited to the Design Regulations, Subdivision Regulations, and Ridgeline Regulations except for the inaccurate Coonskin View Plane. CDC Section 17.5.16(B)(4) is clearly intended to ensure that views from the valley are protected and that new development at The Ridge is not visible from Telluride, Hillside and Eider Creek as provided for in the detailed legal documents. We believe that the requested variance allows for the Owners to propose a reasonable relocation of Unit 6 while also ensuring it is not visible from the key locations.



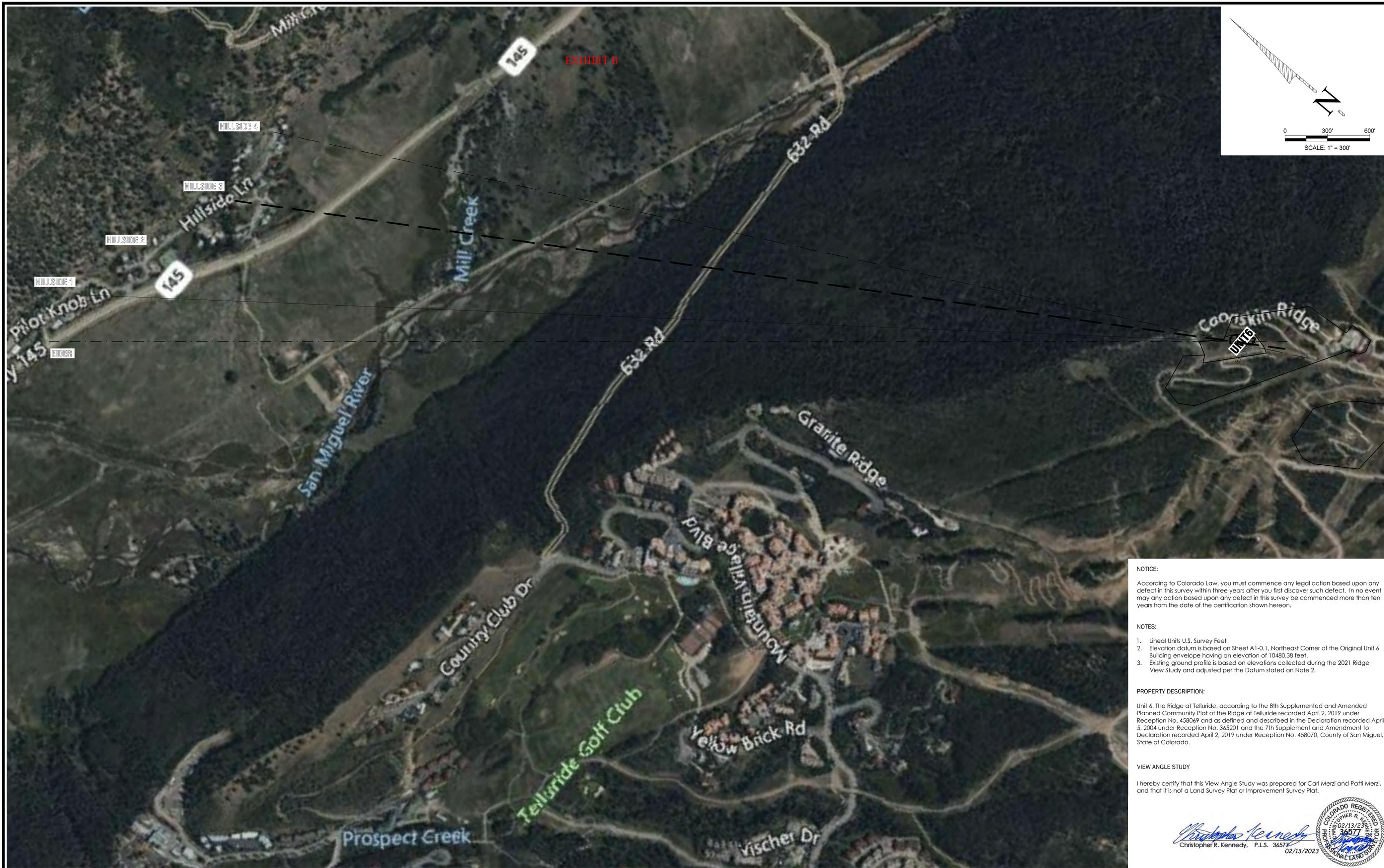


EXHIBIT B

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.

NOTES:

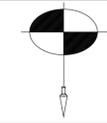
1. Lineal Units U.S. Survey Feet
2. Elevation datum is based on Sheet A1-0.1, Northeast Corner of the Original Unit 6 Building envelope having an elevation of 10480.38 feet.
3. Existing ground profile is based on elevations collected during the 2021 Ridge View Study and adjusted per the Datum stated on Note 2.

PROPERTY DESCRIPTION:
 Unit 6, The Ridge at Telluride, according to the 8th Supplemented and Amended Planned Community Plat of the Ridge at Telluride recorded April 2, 2019 under Reception No. 458069 and as defined and described in the Declaration recorded April 5, 2004 under Reception No. 365201 and the 7th Supplement and Amendment to Declaration recorded April 2, 2019 under Reception No. 458070, County of San Miguel, State of Colorado.

VIEW ANGLE STUDY
 I hereby certify that this View Angle Study was prepared for Carl Merzi and Patti Merzi, and that it is not a Land Survey Plat or Improvement Survey Plat.

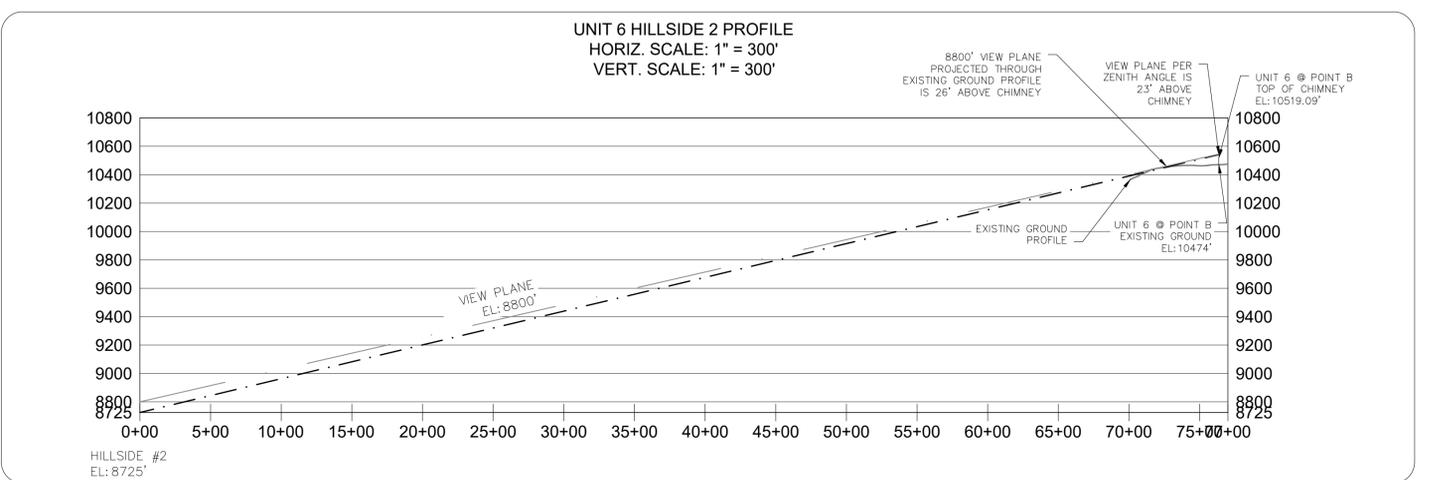
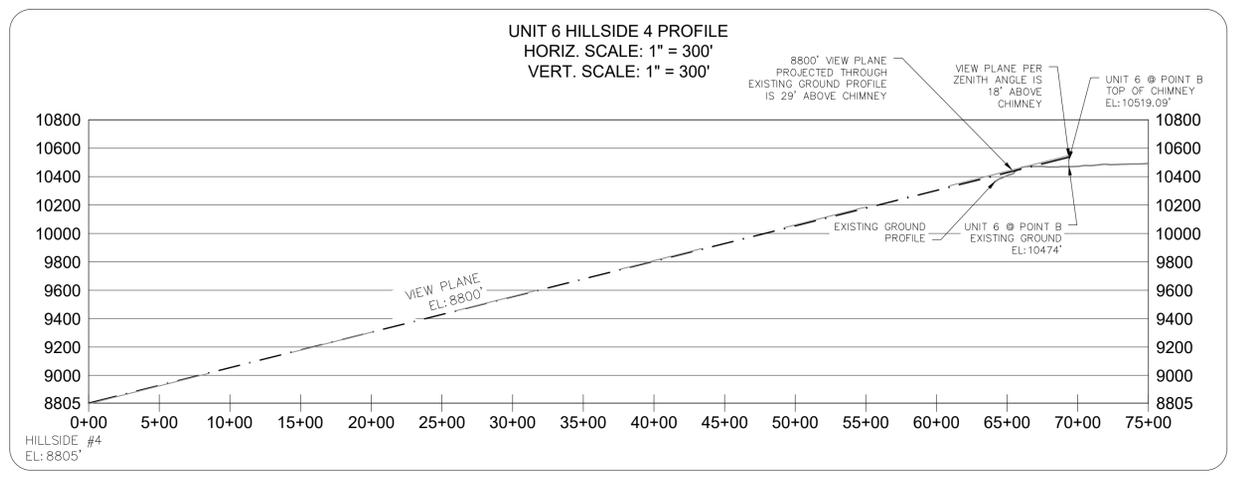
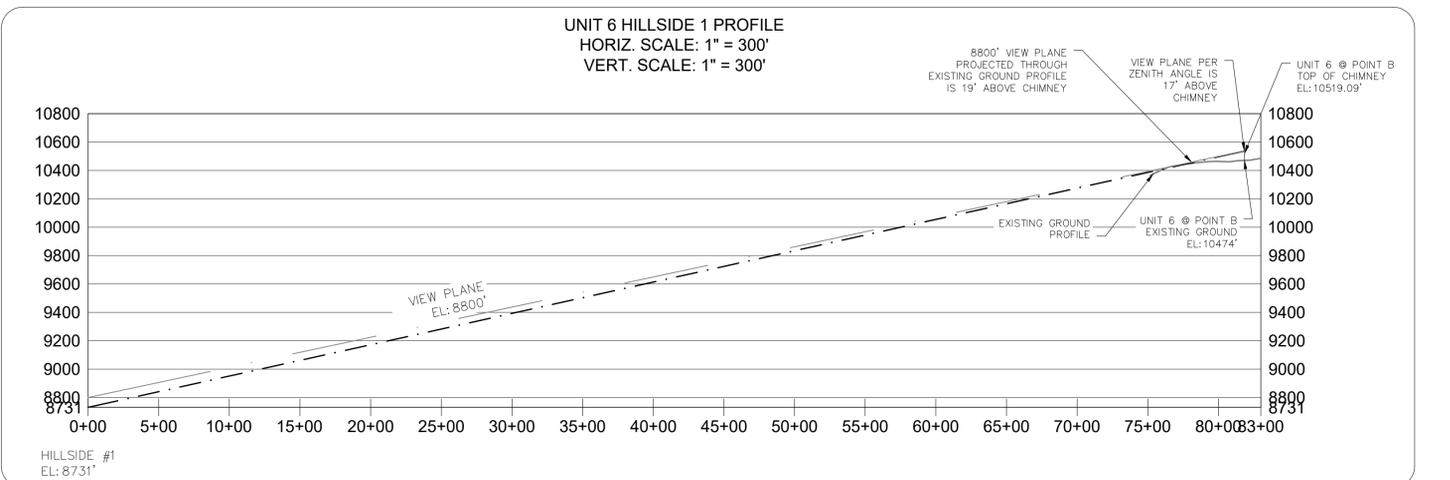
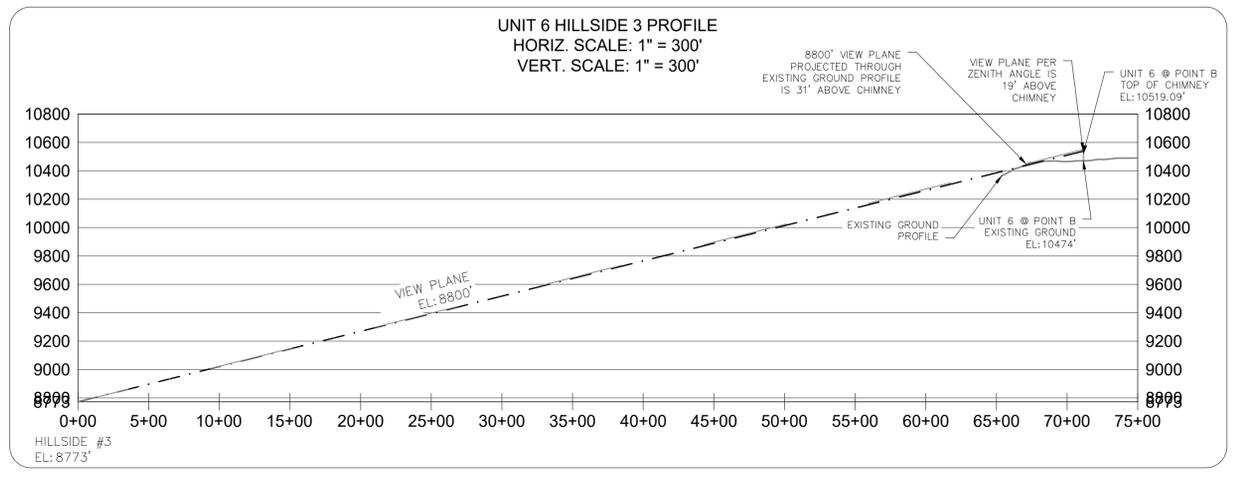
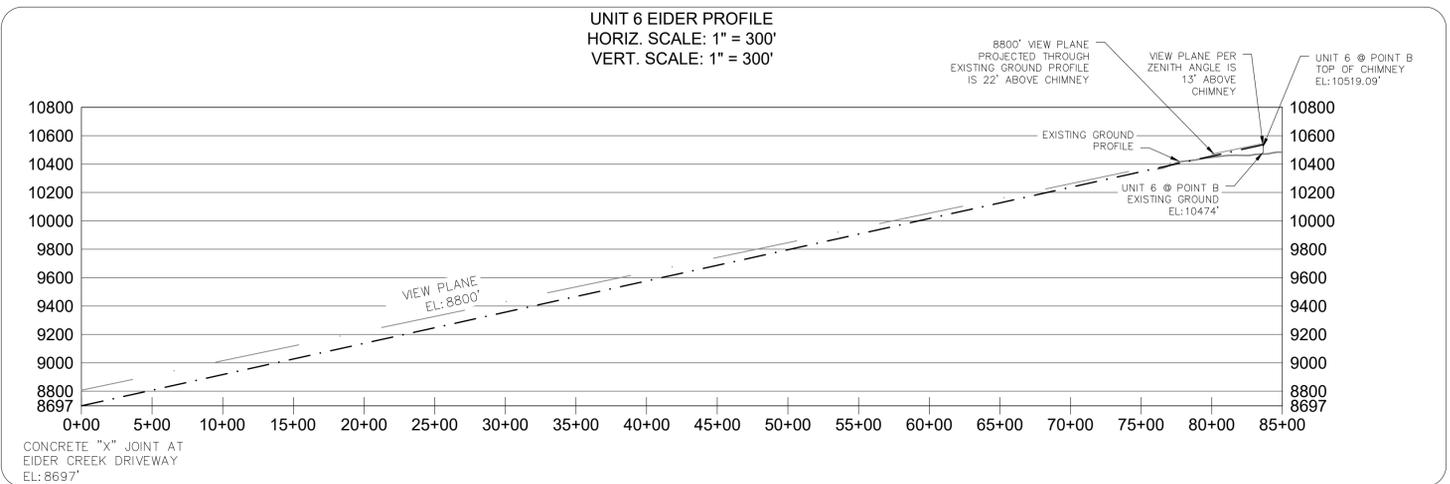
Christopher R. Kennedy
 Christopher R. Kennedy, P.L.S. 36577
 02/13/2023

VIEW ANGLE STUDY
UNIT 6, THE RIDGE AT TELLURIDE



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CHECKED BY:	CRK
REVISION DATES:	
SHEET:	1 OF 1



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

- NOTES:**
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 2. Elevation datum is based on Sheet A1-0.1, Northeast Corner of the Original Unit 6 Building envelope having an elevation of 10480.38 feet.
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VIEW ANGLE STUDY
 I hereby certify that this View Angle Study was prepared for Carl Merzi and Patti Merzi, and that it is not a Land Survey Plat or Improvement Survey Plat.

Christopher R. Kennedy
 Christopher R. Kennedy, P.L.S. 36577
 02/13/2023
 COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR

VIEW ANGLE STUDY
UNIT 6, THE RIDGE AT TELLURIDE



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SHEET:	1 OF 1



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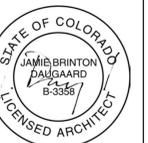
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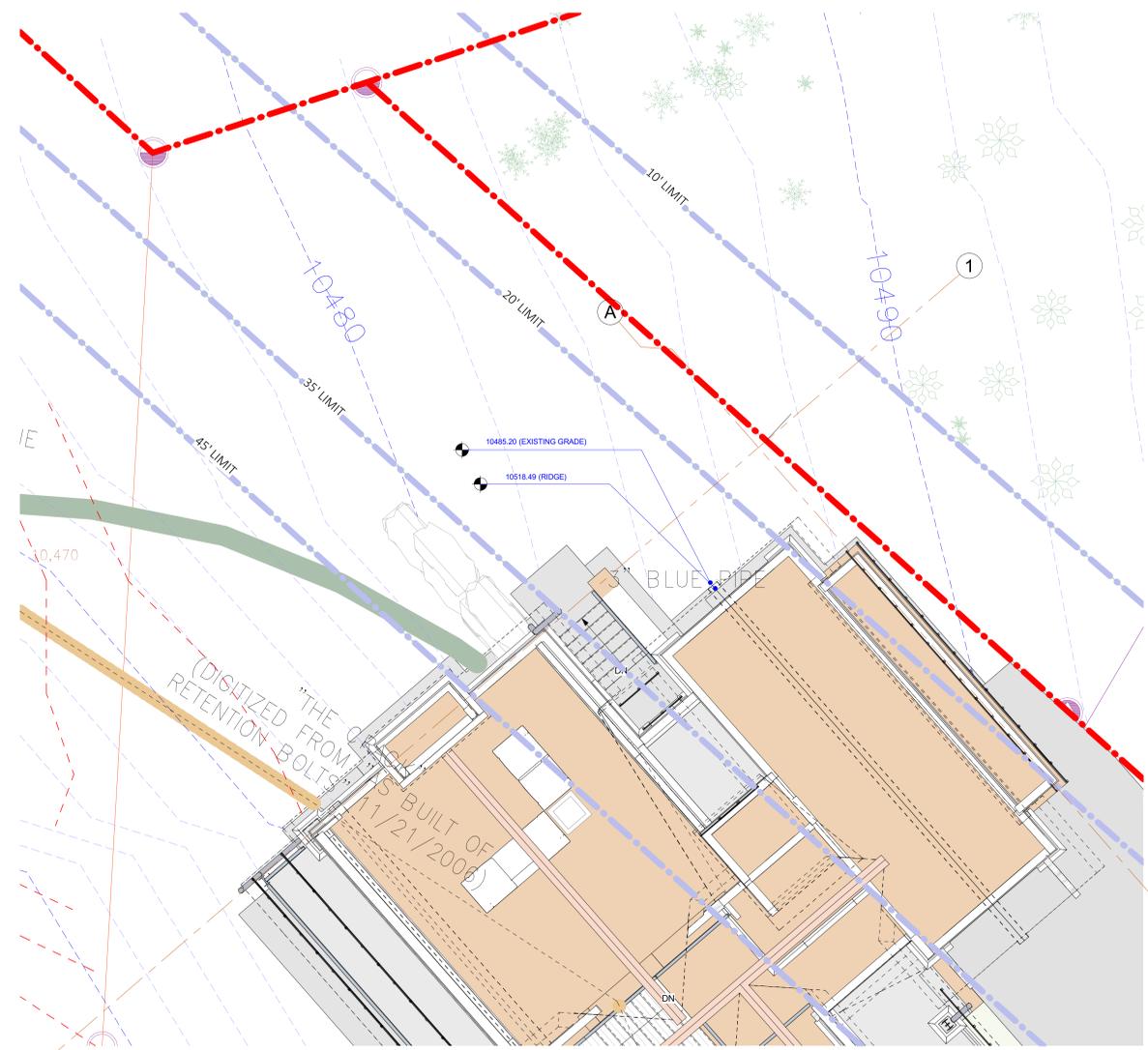
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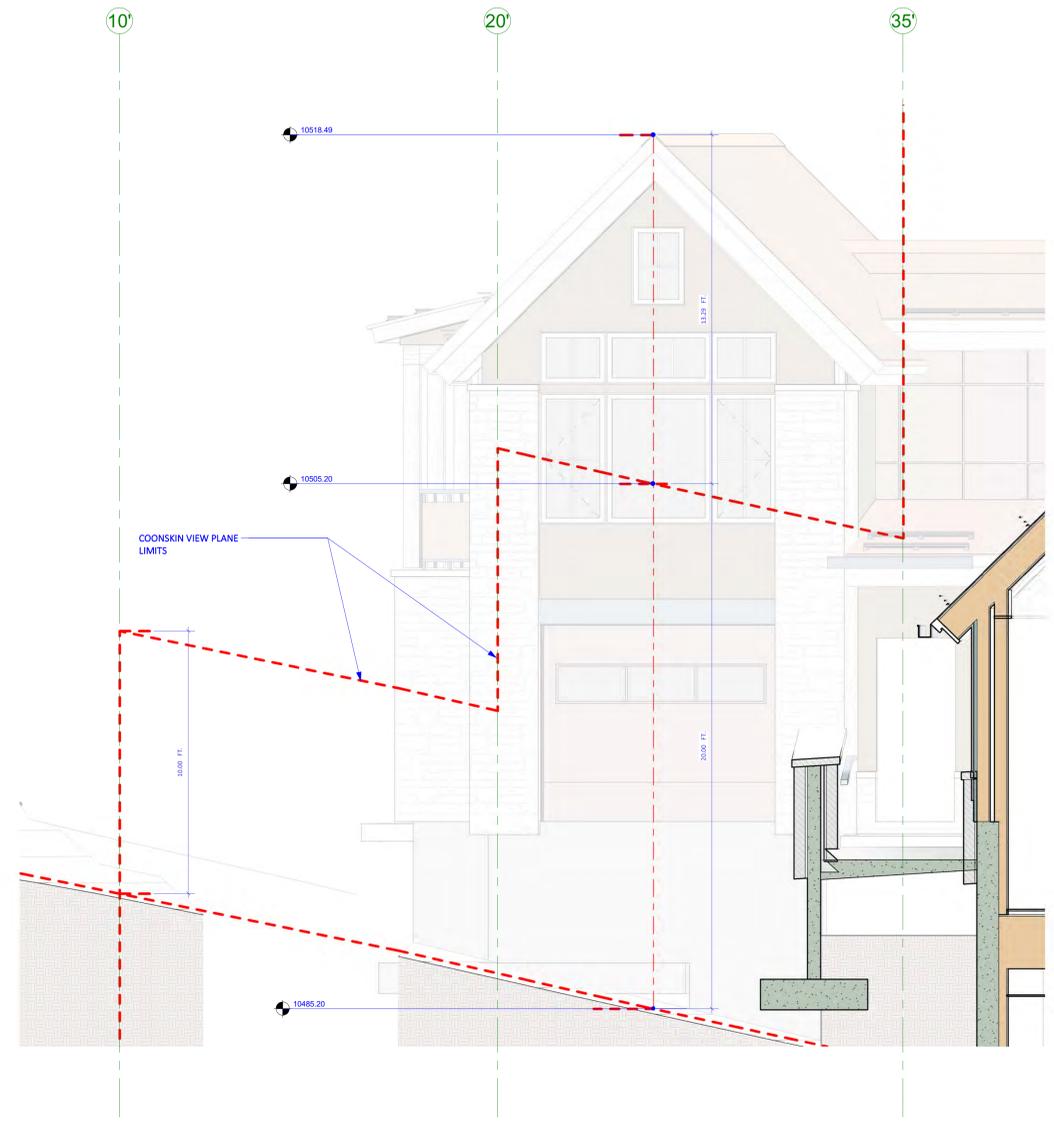
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• Pricing #	
• DRB Initial Review	3-30-2023
• 100% D.D.	-
• DRB Final Review	-
• 100% C.D.	-
• REV. #	-

Drawn By MHB
Date 04-13-2023
Project # 2138.00
Phase DD
Sheet

A0-0.6
COONSKIN VIEW
PLANE-VARIANCE



1 PLAN- HEIGHT DIMENSIONS AT GARAGE RIDGE
3/16" = 1'-0"



22 HEIGHT DIMENSIONS AT GARAGE RIDGE
3/8" = 1'-0"



PLANNING DEPARTMENT

KAYE SIMONSON, PLANNING DIRECTOR

March 30, 2023

Claire Perez, Planner I
Town of Mountain Village
By email: cperez@mtnvillage.org

Dear Claire,

San Miguel County staff has reviewed the request for a view plane variance for Unit 6 located at Lot 161A-4, which is subject to the County Settlement Agreement and Ridgeline Covenant. A portion of the proposed building would extend into the view plane as set forth in the 1999 exhibit to the Settlement Agreement. Based on the more detailed and site-specific analysis prepared by San Juan Surveying dated February 13, 2023, the highest point of the proposed house would not be visible above Coonskin Ridge from any area specified within the Settlement Agreement, specifically the Eider Creek and Hillside areas. Additionally, County staff verified that the lighted story poles erected on the nights of March 27 and 28 were not visible from the Eider Creek and Sunnyside areas. Therefore, San Miguel County has no objections to the proposed variance. If you have any questions, please let me know.

Sincerely,

A handwritten signature in blue ink that reads "Kaye Simonson".

Kaye Simonson, AICP
Planning Director

cc: Amy Markwell, County Attorney
Chris Hawkins

From: [Claire Perez](#)
To: [Phil Taylor](#)
Cc: [Amy Ward](#)
Subject: RE: 161A-4 The Ridge Referral Form- Town of Telluride Comments
Date: Tuesday, February 21, 2023 3:39:16 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Phil,

Thank you for reviewing the application. Your comments will be shared with the Design Review Board and the applicant.

Warm Regards,

Claire Perez
Planner I
Planning & Development Services
Town of Mountain Village
455 Mountain Village Blvd. Suite A
Mountain Village, CO 81435
O :: 970.369.8103
C :: 970.708.1694

My office hours are 8am-5pm Monday – Friday. For immediate assistance email:
cd@mtnvillage.org

Si Usted necesita comunicarse conmigo y necesita servicio de traducción al español, simplemente háganoslo saber y podemos proporcionar tal servicio.

We are experiencing high volumes of development review and have limited staffing. Please be patient regarding our response time.

From: Phil Taylor <ptaylor@telluride-co.gov>
Sent: Tuesday, February 21, 2023 3:14 PM
To: Claire Perez <cperez@mtnvillage.org>
Cc: Amy Ward <award@mtnvillage.org>
Subject: RE: 161A-4 The Ridge Referral Form- Town of Telluride Comments

Good Afternoon Claire,

Thank you for the opportunity to review this variance application.

The Town of Telluride has reviewed this application for a variance to Section 17.5.16(B)(4) and do not have specific comments.

The applicant has stated that the proposed development will not be visible from any point on the Valley Floor, the Hillside or Eider Creek. If this is a true and accurate statement, the Town of Telluride does not object to this variance application. If any portion of this proposed project will be visible from the Valley Floor, the Hillside or Eider Creek the Town of Telluride would not support this variance application.

Please consider this email as referral comments regarding the variance application submitted for Lot 161A-4, The Ridge Unit 6.

If you have any questions or need more information, please let me know.

Thank you very much,
Philip Taylor, Senior Planner
Town of Telluride | Planning and Building Department
PO Box 397 | Telluride, CO 81435
Direct: 970.728.2170 | Fax: 970.728.3078



From: Claire Perez <cperez@mtnvillage.org>
Sent: Friday, February 17, 2023 1:46 PM
To: Finn KJome <FKJome@mtnvillage.org>; Rodney Walters <rwalters@mtnvillage.org>; Jory Hasler <JHasler@mtnvillage.org>; Chris Broady <CBroady@mtnvillage.org>; sheidergott@telluridefire.com; jeremy@smpa.com; terry@smpa.com; benjamin.wiles@smpa.com; bwilliams@smpa.com; brien.gardner@blackhillscorp.com; paul.ficklin@blackhillscorp.com; mike.gardner@lumen.com; kayes@sanmiguelcountyco.gov; Ron Quarles <rquarles@telluride-co.gov>
Cc: Amy Ward <award@mtnvillage.org>
Subject: 161A-4 The Ridge Referral Form

You don't often get email from cperez@mtnvillage.org. [Learn why this is important](#)

Hello,

We are resending the referral form for a design review application lot 161A-4 Unit 6, The Ridge, due to updates made to the plan set and a new variance application.

Information on the variance application can be found here:
https://townofmountainvillage.com/site/assets/files/40572/variance_to_the_coonskin_view_plan_h

[eight_restrictions-_lot_161a-4-_the_ridge_unit_6.pdf](#)

The updated plan set can be found here

https://townofmountainvillage.com/site/assets/files/40424/design_review_lot_161a-4-_the_ridge_unit_6.pdf.

Best,

Claire Perez

Planner I

Planning & Development Services

Town of Mountain Village

455 Mountain Village Blvd. Suite A

Mountain Village, CO 81435

O :: 970.369.8103

C :: 970.708.1694

My office hours are 8am-5pm Monday – Friday. For immediate assistance email:

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We are experiencing high volumes of development review and have limited staffing. Please be patient regarding our response time.

EXHIBIT E

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE,
COLORADO APPROVING A VARIANCE OF THE MAXIMUM HEIGHT LIMITATIONS OF THE
COONSKIN VIEW PLANE TO UNIT 6, LOT 161A-4**

RESOLUTION NO. 2023-__

WHEREAS, Carl and Patti Merzi (together, the “Owner”) are the owners of certain real property described as Unit 6, The Ridge at Telluride on Lot 161A-4, Mountain Village, Colorado, Assessor Parcel No. 477902202110, and commonly known as TBD Bridge Lane (the “Property”); and

WHEREAS, Mark Bertelsen of Centre Sky (the “Applicant”), with the Owner’s consent, has submitted a request to the Town of Mountain Village (the “Town”) for a variance to the maximum height limitations pertaining to the Coonskin View Plane (the “Variance Request”), recorded as Reception No. 328113 in the records of San Miguel County and required by Section 17.5.16 of the Town’s Community Development Code (“CDC”) for the purpose of developing a single-family detached condominium on the Property; and

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

WHEREAS, the DRB held a public hearing on March 30, 2023, to consider the Variance Request and testimony and comments from the Applicant, Town Staff, and members of the public, and voted unanimously to issue a recommendation of approval to Town Council of the Variance Request; and

WHEREAS, the Town Council held a public hearing on April 20, 2023 to consider the Variance Request, the DRB’s recommendations, and testimony and comments from the Applicant, Town Staff, and members of the public, and voted unanimously to approve this Resolution (“Variance Approval”); and

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

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

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

6. The lot for which the variance is being granted was not created in violation of Town regulations or Colorado State Statutes in effect at the time the lot was created;
7. The variance is not solely based on economic hardship alone; and
8. The proposed variance meets all applicable Town regulations and standards unless a variance is sought for such regulations or standards.

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

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

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

Section 2. Approval. The Town Council hereby approves a variance of 13.5' feet above the allowable maximum height pertaining to the Coonskin View Plane for portions of a new single-family detached condominium to be constructed on the Property, as described in the Variance Request.

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

3.1. The Owner shall indemnify, defend, and hold harmless the Town, its members, affiliates, officers, employees, and agents from and against all claims, damages, losses, and expenses, including but not limited to reasonable attorney's fees, arising out of the Variance Approval. The Owner shall sign this Resolution below acknowledging this agreement.

3.2. A monumented land survey shall be prepared by a Colorado public land surveyor to establish the maximum building height and maximum average building height.

3.3. If the approval of the Initial Architectural and Site Review for the Property expires, the Variance Approval also expires.

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

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

ADOPTED AND APPROVED by the Town of Mountain Village Town Council at a regular public meeting held on April 20, 2023.

TOWN OF MOUNTAIN VILLAGE, COLORADO

By: _____
Laila Benitez, Mayor

ATTEST:

Susan Johnston, Town Clerk

APPROVED AS TO FORM:

David McConaughy, Town Attorney

OWNER ACKNOWLEDGMENT:

As the Owners of the Property, I agree to the terms and conditions contained in this Resolution.

Carl Merzi

Patti Merzi

April 20, 2023

Telluride Regional Wastewater Treatment Plant EXPANSION PROJECT



Today's Focus

Update on the TRWWTP Expansion Project

1 Project Recap

2 Update on Progress

3 Q&A

1 Project Recap ... **WHY IS THE EXPANSION NEEDED?**

- **AGING INFRASTRUCTURE**

- Phase 1, 1987
- Phase 2, 1993
- Phase 3, 2001

- **CAPACITY LIMITS**

- Winter & summer peaks bring TRWWTP close to operating limits
- Basic regional growth

- **STRICTER DISCHARGE PERMIT LIMITS**

- Metals
- Nutrients
- Emerging contaminants of concern: temperature, nonylphenol, etc.

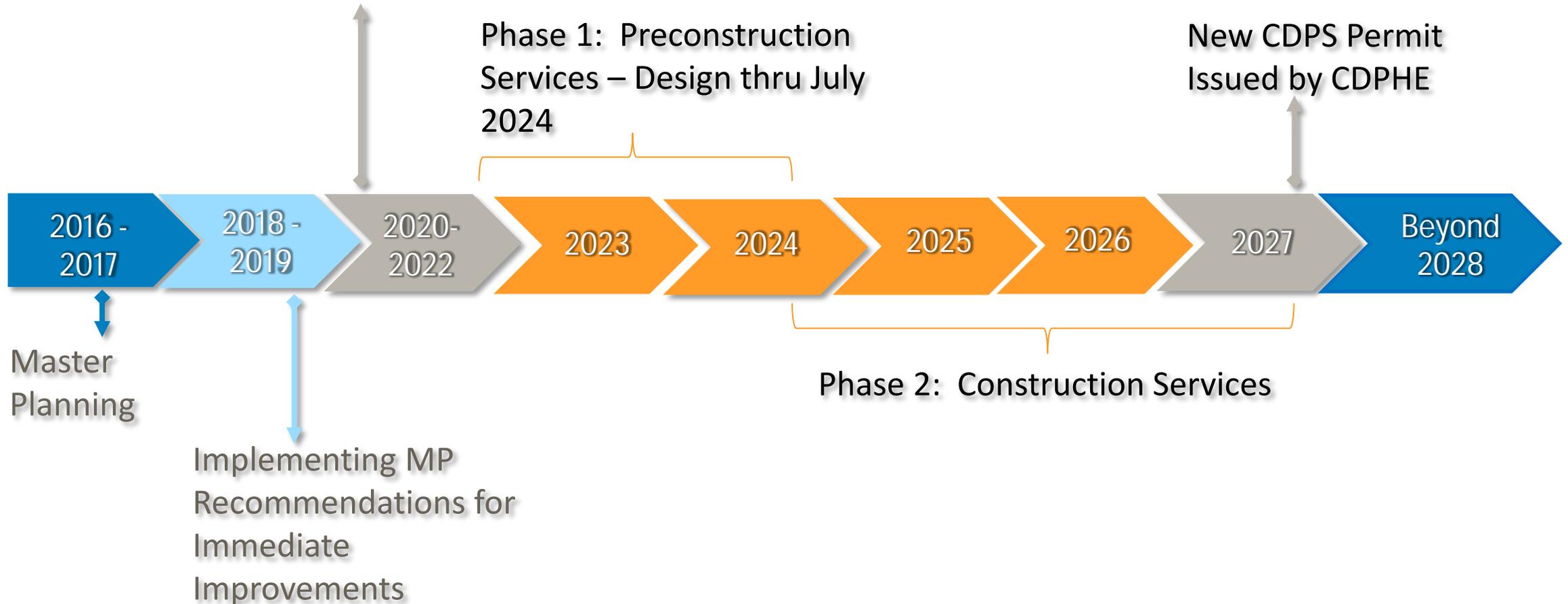
1 Project Recap...

WHAT WILL THE TRWWTP EXPANSION PROJECT PROVIDE?

1. Revitalized infrastructure (an investment in existing assets)
1. Increased facility capacity for organic and hydraulic loading
2. Treatment solutions (or ability to incorporate solutions) to meet regulatory limits
3. Improved process efficiency, flexibility, and redundancy

1 Project Recap... OUR TIMELINE

- CDPHE Discharge Permit
- Wastewater Advisor



2 Update on Progress ... **GOALS** for **SCHEDULE**

- **2023 GOALS**

1. Design through 60% + 60% GMP
2. Permitting (state, county, Norwood)
3. Rate study for financial planning (based on 30% GMP)
4. A solid financial strategy

- **2024 GOALS**

1. All CDPHE approvals, Part 1 Contract 90% design + 90% GMP,
2. Part 2 Contract execution, 100% Design
3. Construction start on RSPS & Headworks
4. Funding in place at both municipalities

2 Update on Progress...

1st Quarter 2023 Activities

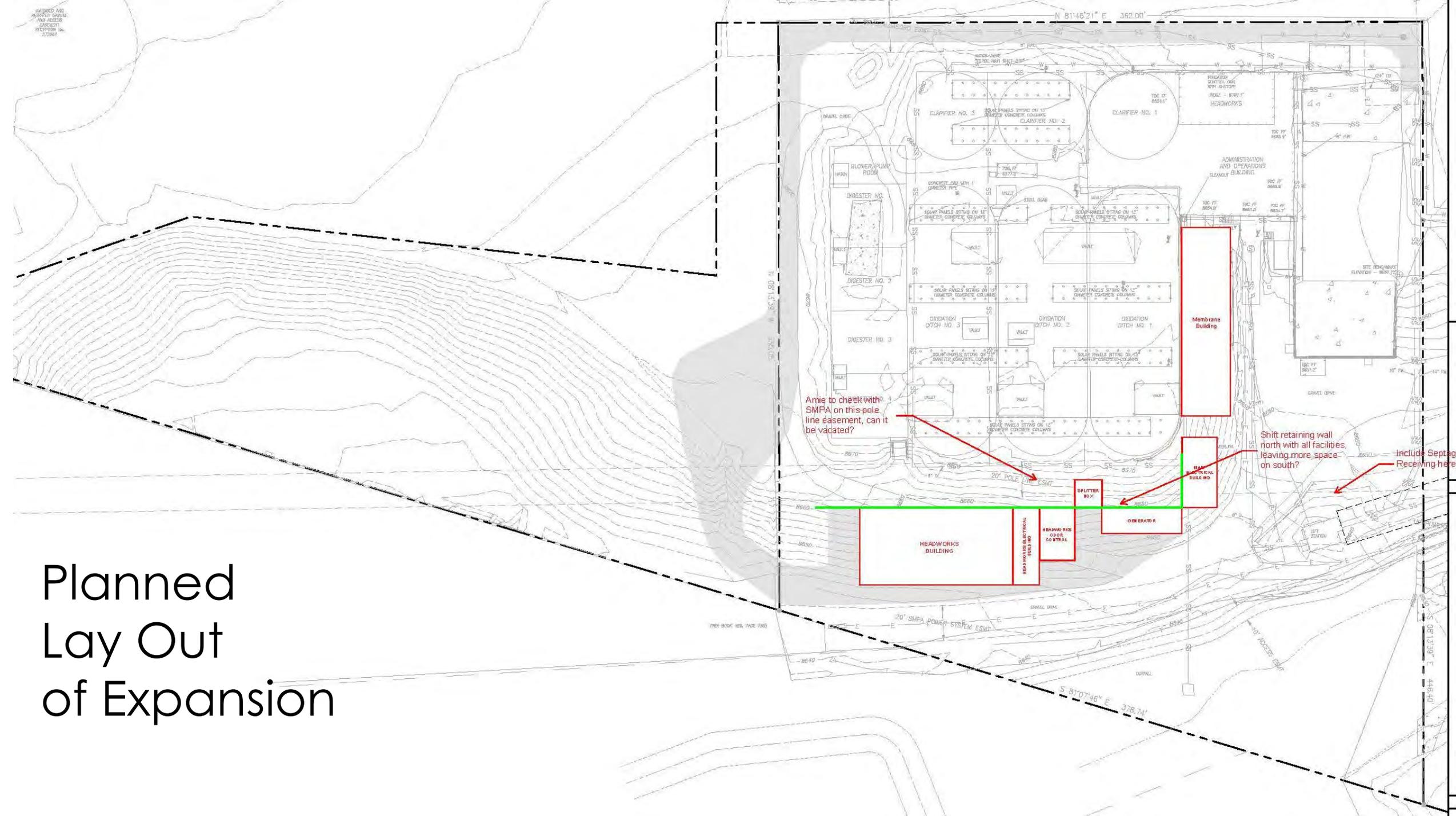
- Completed
 - Geotechnical analysis, Utility locates
 - Basis of Design
 - Preliminary Design
- Submitted Site Application to CDPHE
- Responded to CDPHE requests for additional information, testing
- Executed Contract Amendment 1 – additional work and cost
- Executed Contract Amendment 2 – schedule
- Initiated rate studies – 1 for Town of Telluride, 1 for Mountain Village

2 Update on Progress...

2nd Quarter 2023 Activities

- 30% Design & GMP
- Pre-selected equipment solicitation development
- Rate study for Mountain Village (Burns McDonnell)
- Rate study for Town of Telluride (Burns McDonnell)

Planned Lay Out of Expansion



Area to check with SMPA on this pole line easement, can it be vacated?

Shift retaining wall north with all facilities, leaving more space on south?

Include Septic Receiving here

3 Q & A



3 Current Schedule & Estimated Costs

Year	TOTAL CAPITAL	EXPANSION PROJECT ONLY
2023	\$ 11,075,150	\$ 10,818,050
2024	\$ 22,720,000	\$ 22,500,000
2025	\$ 21,230,000	\$ 21,000,000
2026	\$ 20,730,000	\$ 20,500,000
2027	\$ 5,491,000	\$ 5,200,000
	\$81,246,150	\$ 80,018,050

2 Approach ... **INCREASED FACILITY CAPACITY**

	Master Plan	TM1 – Wastewater Advisor	Final Engineering Design
Design Period	2047	2050	2050
Peak Week/Day Flow, MGD	2.3 / 3.1	2.27 / 2.36	2.27 / 2.36
Max Monthly/Pk Week, Organics, ppd	6,005 / 8,005	6,380 / 7,240	6,380 / 7,240

- Residents + visitors at a growth of 1.5% per year.
- MV projections for growth under the Master Plan were provided by the Mountain Village Planning Department which showed the total built-out properties and the associated density allocation at 7,630 residents and visitors. Based on estimated residents + visitors in 2017, the 2047 numbers were 6,350.



Telluride Regional Wastewater Treatment Plant Expansion Project

BASIS OF DESIGN REPORT

FINAL | April 2023





Telluride Regional Wastewater Treatment Plant Expansion Project

BASIS OF DESIGN REPORT

FINAL | April 2023



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Abbreviations

2017 Master Plan	Telluride Regional Wastewater Treatment Plant Master Plan
ADAF	average daily annual flow
ADMM	average daily maximum month
ADMMF	average daily maximum month flow
aSRT	aerobic solids retention time
BNR	biological nutrient removal
BOD ₅	5-day biochemical oxygen demand
C	Celsius
Carollo	Carollo Engineers
CAS	convectonal activated sludge
CDPHE	Colorado Department of Public Health and Environment
CDPS	Colorado Discharge Permit System
cfh	cubic feet per hour
CIP	clean-in-place
COD	chemical oxygen demand
DO	dissolved oxygen
EPA	Environmental Protection Agency
F	Fahrenheit
F:M	food to mass
FOG	fats, oil, and grease
ft/sec	feet per second
gCOD/g total COD	grams of carbon oxygen demand per gram of total carbon oxygen demand
gpd/sq ft	gallons per day per square foot
gpm	gallons per minute
HRT	hydraulic residence time
HVAC	heating, ventilation, and air conditioning
IFAS	integrated fixed film activated sludge
IMC	International Mechanical Code
IPS	influent pump station
lb BOD ₅ /1,000 cu ft	pounds 5-day biochemical oxygen demand per 1,000 cubic feet
lb BOD ₅ /lb MLVSS	pounds 5-day biochemical oxygen demand per pound mixed liquor volatile suspended solids
lb TKN/lb MLVSS	pounds total Kjeldahl nitrogen per pound mixed liquor volatile suspended solids
µg/L	micrograms per liter
MBR	membrane bioreactor
MDL	method detection limit
MG	million gallons
mgd	million gallons per day
mg/L	milligrams per liter

mL	milliliter
MLR	mixed liquor recycle
MLSS	mixed liquor suspended solids
MLVSS	mixed liquor volatile suspended solids
NFPA	National Fire Protection Association
NH ₄	ammonia
O&M	operation and maintenance
PDF	peak day flow
PHF	peak hour flow
ppd	pounds per day
pph	pounds per hour
Project	Telluride Regional Wastewater Treatment Plant Expansion Project
RAS	return activated sludge
RDT	rotary drum thickener
RL	reporting limit
RSPS	raw sewage pump station
scfm	standard cubic feet per minute
SRT	solids retention time
SSE	site specific equation
SU	Standard Unit
TBD	to be determined
TIN	total inorganic nitrogen
TKN	total Kjeldahl nitrogen
TMDL	total maximum daily load
Town	Town of Telluride
TP	total phosphorus
TRWWTP	Telluride Regional Wastewater Treatment Plant
TS	total solids
tSRT	typical solids retention time
TSS	total suspended solids
TVS	Table Value Standard
UV	ultraviolet
VFD	variable frequency drive
VS	volatile solids
WAS	waste activated sludge
WQCC	Water Quality Control Commission

Section 1

INTRODUCTION AND BACKGROUND

1.1 Telluride Regional Wastewater Treatment Plant

The Town of Telluride (Town) manages, operates, and maintains the Telluride Regional Wastewater Treatment Plant (TRWWTP) for the benefit of the current and future users of sewer service, which includes the Town and Mountain Village, and Aldasoro Subdivision, Lawson Hill Subdivision, Hillside Subdivision, The Falls Subdivision, Eider Creek Condominiums, and Brown Homestead Condominiums in unincorporated San Miguel County. Mountain Village participates jointly with the Town to provide financial support for operation and maintenance (O&M) of the facility. The TRWWTP was commissioned in 1988 and has complied with its statutory and regulatory requirements along with meeting obligations as outlined in the agreement between the Town and Mountain Village and all of its service agreements.

The Town is committed to safeguarding the community's most vital resource, clean water. A team of dedicated water professionals manage, operate, and maintain the wastewater treatment systems in a fiscally responsible manner that ensures the protection of public health and the environment. The TRWWTP provides reliable and efficient wastewater collection, conveyance, and treatment service to more than 6,000 permanent residents along with a transient visitor population that can be as large as the permanent population, or in peak seasons, even larger, in the surrounding service area.

The TRWWTP:

1. Provides treatment services for the surrounding service area and currently receives septic waste from users not connected to the collection system in the surrounding area.
2. Has an average daily maximum month flow (ADMMF) permitted hydraulic capacity of 2.1 million gallons per day (mgd) and an average daily maximum month (ADMM) permitted organic capacity of 3,708 pounds per day (ppd) measured as 5-day biochemical oxygen demand (BOD₅).
3. Effluent from the TRWWTP is discharged to the San Miguel River. The facility is compliant with current regulatory requirements for the removal of BOD₅, total suspended solids (TSS), ammonia (NH₄), and disinfection.
4. Operates aerobic digesters for storage and stabilization of waste active sludge (WAS), prior to dewatering and final disposal (either composting, landfill, or Class B land application).

1.2 Treatment Capacity and Regulatory Drivers

As part of the Town's 2017 Master Planning effort and the 2021 TRWWTP Expansion Project Conceptual Implementation Plan, expansion projects for the TRWWTP were recommended to address increasing organic and hydraulic loading to the existing TRWWTP. The facility is also subject to multiple current and future regulatory limitations on its effluent nutrient concentrations, including but not limited to the Colorado Department of Public Health and

Environment (CDPHE) Water Quality Control Commission (WQCC) Regulation 85, "Nutrients Management Control Regulation." The regulation requires existing wastewater treatment facilities to reduce effluent total inorganic nitrogen (TIN) and total phosphorus (TP) concentrations to below 15 milligrams per liter (mg/L) as nitrogen and 1 mg/L as phosphorus, respectively, on an annual median basis. Limits for the 95th percentile of all samples collected in the past 12 months are 20 mg/L and 2.5 mg/L for TIN and TP, respectively.

Although Regulation 85 became effective on September 30, 2012, delayed implementation (until December 21, 2027) is specified in the regulation to occur for domestic wastewater treatment plants that fall into one of three categories: discharge more than 1 mgd and less than or equal to 2.0 mgd; have an existing watershed control regulation; or where the discharge is to waters in a low-priority 8-digit hydrologic unit code.

Based on the prior Fact Sheet to Permit No. C00041840 (dated October 30, 2020, although an updated permit and Fact Sheet were issued December 30, 2022, with expiration of November 30, 2025), the TRWWTP discharges to a low-priority watershed and therefore, implementation of technology based effluent TIN and TP limits under Regulation 85 are delayed. As such, the Town may receive (at the minimum) a compliance schedule for Regulation 85 limits as part of the next permit renewal cycle with limits effectively starting in approximately 2030.

1.3 Facility Modifications

The proposed TRWWTP Expansion Project (Project) will increase the hydraulic and organic treatment capacity of the facility, and includes modifications to the following process areas to meet upcoming nutrient removal requirements and to replace aging assets that are beyond their useful life expectancy:

- Influent pumping into the TRWWTP.
- Modifications to septage receiving.
- Preliminary treatment.
- Flow equalization (pre-secondary treatment).
- Secondary treatment:
 - Conversion of the existing oxidation ditch/secondary clarifier process to a plug flow, membrane bioreactor (MBR) process.
 - Aeration basins will be configured in the 5-stage Bardenpho configuration, with surface aerators replaced with fine bubble diffused aeration.
- Ultraviolet (UV) disinfection.
- Chemical feed and storage.
- Solids handling:
 - Digestion improvements:
 - Replacement decanting system.
 - Replacement digester aeration system.
 - Addition of a separate mixing system.
 - Addition of instrumentation and process automation.
 - Thickening/Dewatering improvements:
 - Removal of the existing rotary drum thickener (RDT) and aerated sludge storage tank and replacement with a redundant screw press with associated polymer system.

1.4 Purpose

The purpose of this Basis of Design Report is as follows:

- To request approval for the implementation of permanent modifications to the existing treatment facility, allowing the TRWWTP to meet current and future discharge limits under Regulation 85 for TIN and TP.
- To request a hydraulic capacity re-rating of the facility from 2.1 mgd ADMMF (currently permitted) to 2.3 mgd ADMMF.
- To request a BOD₅ organic loading capacity re-rating of the facility from 3,708 ppd ADMM (currently permitted) to 6,230 ppd ADMM.

The contents of this report are presented to fulfill CDPHE's requirements for Application for Site Location Approval for Increase in the Design Capacity of a Domestic Wastewater Treatment Works in accordance with Section 22.7(2) of Colorado Regulations 5 CCR 1002-22.

Section 2

GENERAL PLANNING

2.1 Planning Area

The TRWWTP is located in San Miguel County and is part of Region 10-District 10 of the State of Colorado's fourteen Section 208 planning regions. The Region 10-District 10 Section 208 planning agency is not involved in water quality planning. Therefore, the applicable regional planning authority for the TRWWTP is San Miguel County.

2.2 Service Area Description

The existing wastewater service area contains land parcels zoned as commercial, public, business/light industrial, estate residential, low, medium, high, and mixed density residential. A map of the existing sewer service boundaries is provided in Figure 1. Commercial businesses include restaurants and bars, hotels and laundromats, boiler systems (water drain waste), and beverage making (one brewery, two microbreweries, and one distillery). Schools are currently the only large institutions in the TRWWTP collection system, with no other large institutions anticipated within the planning horizon. The facility also currently accepts septage from residential septic tanks (hauled), recreational vehicles, and from portable toilets set up to support construction sites, recreation sites, and festival events. A reasonable expectation, based on discussions with Town and TRWWTP staff, is that commercial, business, and light industrial customers will continue to grow at a rate proportional to the anticipated residential growth.

The Town continues to develop its Industrial Pretreatment Program focusing on nutrients, BOD₅, and various metals when monitoring is deemed necessary for information purposes.

Future development adjacent to the TRWWTP is anticipated to occur within this Project's planning horizon (Society Turn Development). The facility anticipates that all water use for the development will be conveyed to the TRWWTP, as irrigation will be provided through a separate raw water irrigation source. Uses anticipated as part of this development include retail, food and

beverage, office space, industrial, a medical center, employee housing (multi-family), and a proposed hotel. Anticipated wastewater contributions from the Society Turn Development were included in the flow and load projections as part of this Project.

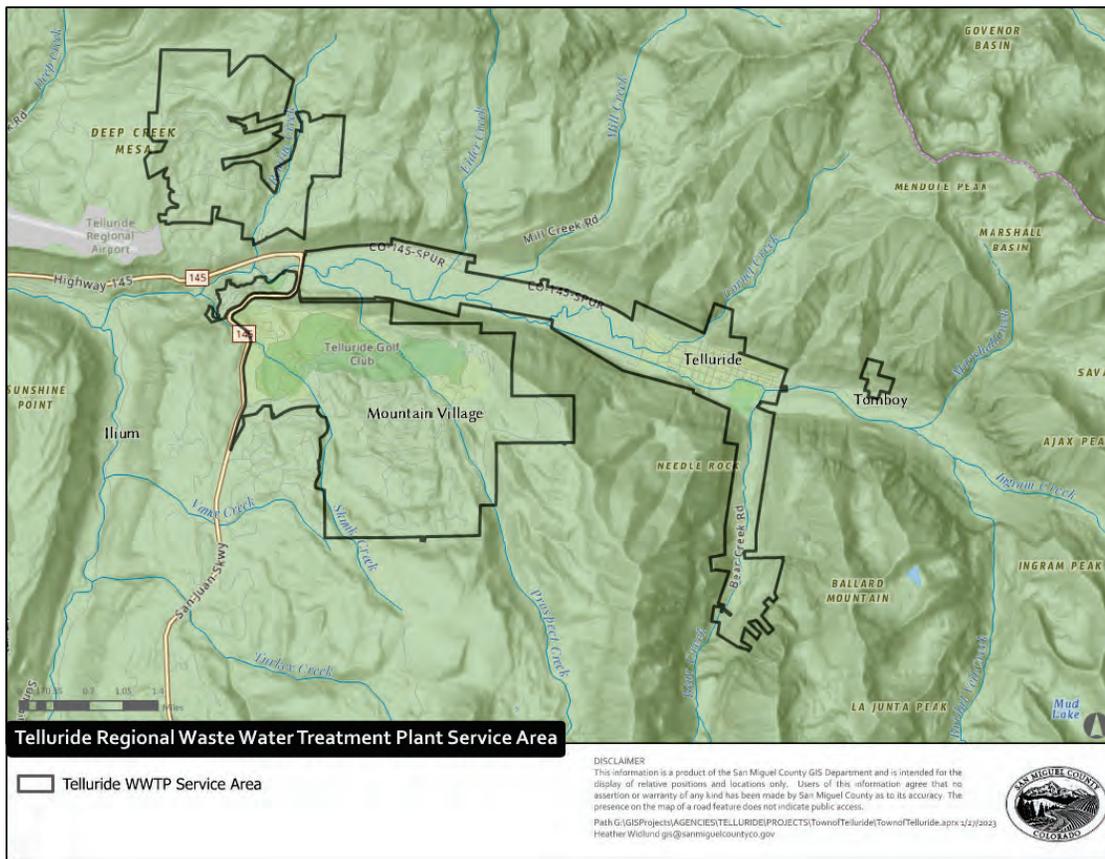


Figure 1 TRWWTP Service Area

2.3 Consolidation of Facilities

Currently, the Town has no plans to assume control or operation of neighboring wastewater treatment facilities beyond its current service area. The TRWWTP already provides treatment of flows and loads from most residential and non-residential sources within the valley. Mountain Village participates jointly with the Town to provide financial support for O&M of the existing facility – this agreement is anticipated to continue through the current planning horizon.

2.4 Environmental Evaluation

2.4.1 Geotechnical Site Conditions Evaluation

A geotechnical evaluation was conducted by Lithos Engineering as part of this Project, and review of the draft evaluation is underway. A copy of the final geotechnical engineering report will be submitted to CDPHE with the Process Design Report.

2.4.2 Threatened or Endangered Species

Physical improvements to the TRWWTP will be on and within the previously disturbed existing site boundaries, which does not harbor or provide habitat for any threatened or endangered species.

2.4.3 Wetland Areas

There are no delineated wetlands in any of the areas within the boundaries of the site improvements or construction activity.

Section 3

WATER QUALITY CHARACTERIZATION

3.1 Water Quality of Receiving Water

This section provides a brief overview of water quality considerations in the San Miguel River discharge Segment COGUSM03b (water quality based effluent limits summarized in Table 1). Segment COGUSM03b in the San Miguel River is designated as reviewable under the classification for Aquatic Life Cold 1, Recreation Class E, Agriculture and water supply and requires an antidegradation review as a "reviewable" segment. The dilution ratio of the chronic low flow (30E3 – 30-day average low flow recurring in a 3-year interval) to the proposed design flow of the TRWWTP (2.3 mgd ADMMF) for discharge into the San Miguel River is 2.6:1 based on the information provided in the most recent Major Amendment 4 permit with delayed effective date of November 1, 2025. The dilution in the currently effective discharge permit, Major Amendment 3, is 2.9:1. Descriptions of the abovementioned classifications and associated water quality standards are detailed in CDPHE Regulation 31, "Basic Standards and Methodologies for Surface Waters."

Clarifying Note: Generally, in this report, the limits referenced are those described as Water Quality Planning Targets in the delayed effective Major Amendment 4 permit, as they are the expected targets of the improvements.

The stream segment is on the 303(d) list of water quality impacted streams for cadmium, zinc, and sediment. The CDPHE's Restoration and Protection Unit has completed the determination of total maximum daily loads (TMDL) and therefore, the requirements of the TMDLs would normally apply for these constituents. However, the TMDLs completed in 2008 determined that the Town is not considered a major contributor of metals and therefore, the fact sheet and discharge permit does not include waste allocation loads (or limits) for the TRWWTP.

According to the Rationale for Classifications, Standards and Designations of the San Miguel River, Segment COGUSM03b is designated a water supply. For this reason, the nitrate standard of a daily maximum instream concentration of 10 mg/L, which is applied at the point of intake to a water supply, was evaluated as part of the last Water Quality Assessment in 2020. The daily maximum effluent limitation of 20 mg/L for TIN effective November 1, 2025, is therefore based on that standard (assuming the proposed design flow of 2.3 mgd ADMMF).

Table 1 Abbreviated Summary of In-stream Standards for Stream Segment COGUSM03b

Effluent Limit	Units	San Miguel River	
		Acute	Chronic
<i>E. coli</i>	#100/mL	126	
Total Ammonia		TVS	TVS
Chlorine	mg/L	0.019	0.011
Sulfide	mg/l		0.002
Boron	mg/L		0.75
Nitrite as N	mg/L	0.5	
Nitrate as N	mg/L	10	
Chloride	mg/L		250
Sulfate	mg/L		250
Arsenic, dissolved	µg/L	340	
Arsenic, total recoverable ⁽¹⁾	µg/L		0.02
Cadmium, dissolved		SSE	SSE
Cadmium, recoverable	µg/L	5.0	
Chromium+3, total recoverable	µg/L	50	
Chromium+3, dissolved	µg/L	TVS	
Chromium+6, dissolved	µg/L	TVS	TVS
Copper, dissolved	µg/L		TVS
Cyanide, free	mg/l	0.005	
Iron, total recoverable	µg/L		1,000
Lead, dissolved	µg/L	TVS	
Lead, total recoverable	µg/L	50	
Manganese, dissolved	µg/L	TVS	TVS
Molybdenum, total recoverable	µg/L		150
Mercury, total	µg/L		0.01
Nickel, dissolved	µg/L	TVS	TVS
Nickel, total recoverable	µg/L		100
Selenium, dissolved	µg/L	TVS	TVS
Silver, dissolved	µg/L	TVS	
Zinc, dissolved	µg/L		190

Notes:

(1) Expiration date of 12/31/2024.

µg/L - micrograms per liter; mL - milliliter; SSE - site specific equation; TVS - Table Value Standard

3.2 Permit Requirements

The Colorado Discharge Permit System (CDPS) authorizes the TRWWTP to discharge treated wastewater into the San Miguel River. CDPS Permit No. CO0041840 sets the effluent limitations, monitoring requirements, and other conditions for wastewater discharge. A copy of the facility's Permit Major Amendment 4: Delayed Effective Date of November 1, 2025 is included in Appendix A.1, with a summary shown in Table 2. Current in force Permit Major Amendment 3: Effective March 1, 2022 is included in Appendix A.2.

Table 2 TRWWTP Discharge Permit Limitations for San Miguel River (Abbreviated)⁽¹⁾⁽²⁾

Effluent Parameters	Units	San Miguel River Effluent Limitations	
Effluent Flow	mgd	2.3 (Proposed for this Project)	
<i>E. coli</i>	#/100 mL	449 (30-day average) 898 (7-day average)	
Total Residual Chlorine	mg/L	0.022 (30-day average) 0.064 (daily maximum)	
BOD ₅	mg/L	30 (30-day average) 45 (7-day average)	
TSS	mg/L	30 (30-day average) 45 (7-day average)	
pH	SU	6.5-9.0	
TIN	mg/L	34 (daily maximum) 20 (daily maximum) ⁽³⁾	
Oil and Grease	mg/L	10 (daily maximum)	
Total Ammonia as N		30-day Average	Daily Maximum
January	mg/L	2.6	12
February	mg/L	2.6	13
March	mg/L	2.6	15
April	mg/L	2.6	19
May	mg/L	2.5	20
June	mg/L	2.5	22
July	mg/L	2.5	29
August	mg/L	1.7	37
September ⁽⁴⁾	mg/L	13	30
October	mg/L	1.7	20
November	mg/L	2.6	17
December	mg/L	2.6	13

Notes:

- (1) As of Permit Major Amendment 4, delayed effective date of November 1, 2025, issued December 30, 2022. All values in the table are reflective of the proposed hydraulic capacity of 2.3 mgd pursued as part of this Project.
 - (2) The TRWWTP also has monitoring and reporting requirements for the following parameters: effluent temperature, TSS, aluminum, arsenic, cadmium, chromium, copper, iron, lead, manganese, mercury, molybdenum, nickel, selenium, silver, zinc, chloride, sulfate, and nonylphenol.
 - (3) Effective November 1, 2025.
 - (4) Also, a 2-year average of 2.3 mg/L is applicable.
- SU - Standard Unit

3.2.1 Biochemical Oxygen Demand and Total Suspended Solids

The facility has a current and future effluent limit of 30 mg/L (30-day average) and 45 mg/L (7-day average) for both BOD₅ and TSS. These limits are unlikely to change, and the facility is currently operating well below these effluent values. Therefore, no changes to the TRWWTP liquid-stream processes are required to improve BOD₅ or TSS removal efficiency. However, note that conversion to the proposed MBR process will maintain or further reduce effluent BOD₅ concentrations as compared to historical performance.

3.2.2 Ammonia

Effluent ammonia is limited to 30-day average concentrations seasonally ranging from 1.7 to 13 mg/L, daily maximum concentrations ranging from 12 to 37 mg/L, and a 2-year average of 2.3 mg/L that applies during the month of September.

Since the Environmental Protection Agency (EPA) published updated ammonia standards in 1999, the ammonia aquatic life criteria have been reevaluated on the basis of recent evidence that freshwater mussel species may be more susceptible to ammonia than the aquatic organisms used for developing the 1999 criteria. The EPA published the revised ammonia criteria in 2013. CDPHE is currently assessing the presence of sensitive mussel species in Colorado streams and rivers. Alternate ammonia criteria may be developed for Colorado streams and rivers pending these results. CDPHE is scheduled to propose revised ammonia criteria in 2027. These criteria could tighten TRWWTP's effluent ammonia limits within the 2050 planning horizon. The proposed project will provide sufficient capacity and aerobic solids retention time (aSRT) to maintain year-round nitrification at the facility with operational target effluent concentration of less than 1 mg/L.

3.2.3 Total Inorganic Nitrogen

Effluent TIN is currently limited to a daily maximum concentration of 34 mg/L on a year-round basis, and the facility is required to report the 30-day average effluent concentration. Starting on November 1, 2025, the daily maximum limit will be reduced to 20 mg/L. The facility is currently investigating opportunities to optimize the existing oxidation ditch process such that the future daily maximum limit can be met until the process is converted to the plug flow MBR process.

Following completion of this expansion Project, the TRWWTP is expected to achieve effluent TIN concentrations below the abovementioned daily maximum limits and the forthcoming Regulation 85 limits.

3.2.4 Metals

The following subsections capture the metals identified as constituents of concern as related to the limits stated in the current discharge permit. Additional metals limits are also captured in the Town's discharge permit; however, a review of the historical data indicates that the effluent concentrations are below the proposed discharge limits for these constituents. Metals with an effluent concentration typically below the discharge permit limit were not included in the following subsections. The Town intends to pursue additional permit amendment/modification efforts associated with these limits in lieu of treatment due to technological limitations to achieve these limits and the associated costs.

Note that the Town's current permit includes a compliance schedule to perform a facility evaluation plan to identify compliance challenges, sources, source controls, and treatment alternatives specifically for the following parameters:

- Hexavalent chromium.
- Potentially dissolved lead.
- Total mercury.
- Potentially dissolved selenium.
- Potentially dissolved silver.
- Nonylphenol.

The Town has consistently submitted the associated *Permit Narrative Conditions Report* on time, with supplemental reports from Swiftwater Solutions included in those submittals as appropriate.

3.2.4.1 Hexavalent Chromium (Dissolved)

Current Permit

The current 30-day average limit is 10 µg/L until 10/1/2025, at which point the limit increases to 43 µg/L. Starting on 10/1/2023, a daily maximum concentration of 59 µg/L becomes effective. On 10/1/2025, a 2-year average limit of 6.6 µg/L becomes effective.

Based on the *Town of Telluride Implementation Schedule for WWTP Effluent Metals and Nonylphenol* (Swiftwater Solutions, 2022), effluent concentrations are typically below detection limits, with two exceptions. Further investigation reveals that these anomalous results may have been due to error in analysis, or inconsistent reporting limits provided by the laboratory. As such, the TRWWTP should be able to meet final dissolved hexavalent chromium effluent limitations without further need for treatment. Recommendations for the TRWWTP noted in the report included:

- Evaluate lab results for anomalous and potentially erroneous analyses.
- Conduct routine QC audits of laboratory results to ensure no erroneous results are reported.
- Review CDPHE Practical Quantitation Limits and laboratory reporting limits to ensure the correct precision of the parameters of interest are being provided by the lab when data is being used for compliance reporting.

Delayed Effective Date Permit (Major Amendment No. 4)

Under Major Amendment No. 4, with delayed effective date of November 1, 2025, the above permit limits remain unchanged except for the following:

- The 30-day average limit decreases from 43 µg/L to 39 µg/L on 11/1/2025.
- The daily maximum limit decreases from 59 µg/L to 54 µg/L on 11/1/2025.
- The 2-year average limit decreases from 6.6 µg/L to 6.1 µg/L on 11/1/2027.

3.2.4.2 Potentially Dissolved Lead

Current Permit

The current 30-day average limit is 6.2 µg/L until 10/1/2025, at which point the limit increases to 8 µg/L. A daily maximum limit of 220 µg/L is currently in effect with no future changes listed in the current permit. A 2-year average limit of 2.9 µg/L becomes effective on 10/1/2025.

Based on the *Town of Telluride Implementation Schedule for WWTP Effluent Metals and Nonylphenol* (Swiftwater Solutions, 2022), historical effluent concentrations are typically below detection limits, with all samples analyzed meeting both current and future limitations. As such, the TRWWTP should be able to meet final potentially dissolved lead limitations without the need for treatment. Recommendations for the TRWWTP noted in the report included:

- Increasing the alkalinity of the drinking water to help reduce leaching of lead and copper from service lines.
- If lead levels begin to rise, evaluate the existing corrosion control strategy to verify sufficient dosing is provided.
- If any lead-containing pipes and/or fixtures are found, these should be addressed by the water service provider through removal and replacement of the lead-containing pipes and fixtures.

Delayed Effective Date Permit (Major Amendment No. 4)

Under Major Amendment No. 4, with delayed effective date of November 1, 2025, the above permit limits remain unchanged except for the following:

- The 30-day average limit decreases from 8 µg/L to 7.4 µg/L on 11/1/2025.
- The daily maximum limit decreases from 220 µg/L to 202 µg/L.
- The 2-year average limit decreases from 2.9 µg/L to 2.7 µg/L on 11/1/2027.

3.2.4.3 Total Mercury

Current Permit

The current 30-day average limit is 0.2 µg/L until 10/1/2023, at which point the limit is decreased to 0.039 µg/L. A 2-year average limit of 0.0059 µg/L becomes effective on 10/1/2025.

Based on the *Town of Telluride Implementation Schedule for WWTP Effluent Metals and Nonylphenol* (Swiftwater Solutions, 2022), effluent concentrations are typically below detection limits, with two exceptions. These exceptions, although infrequent, have notable implications for maintaining compliance with the current permit limitations. Further investigation reveals that these anomalous results may have been due to inconsistent reporting limits provided by the laboratory. These two results fell between the reporting limit (RL) and method detection limit (MDL); results that fall within this range are considered to have a high degree of inaccuracy.

Recommendations for the TRWWTP noted in the report included:

- Town staff will need to carry out clean sample collection and testing protocols to minimize the changes of sample contamination.
- The Town will need to communicate with their certified laboratory to only report to the MDL or RL as required by the permit.
- If the lab is confident in their reporting limits for very low mercury, additional special sampling testing for these low levels of mercury would provide insight on the concentrations found in the effluent and if future permit limits would be an issue.
- If mercury does become an issue, the Town should sample potential point sources and determine if these inputs could result in a wastewater discharge exceedance. Any discovered sources should be regulated under the Town's industrial pretreatment program; controlled through their stormwater management program; or controlled through public outreach regarding disposal of mercury containing products through the sewer collection system.

Delayed Effective Date Permit (Major Amendment No. 4)

Under Major Amendment No. 4, with delayed effective date of November 1, 2025, the above permit limits remain unchanged except for the following:

- The 30-day average limit decreases from 0.039 µg/L to 0.036 µg/L on 11/1/2025.
- The 2-year average limit decreases from 0.0059 µg/L to 0.0054 µg/L on 11/1/2027.

3.2.4.4 Potentially Dissolved Selenium

Current Permit

The current 30-day average limit is 6.0 µg/L until 10/1/2023, at which point the limit is decreased to 3.9 µg/L. A 2-year average limit of 67 µg/L is in effect with no future change listed in the current permit.

Based on the *Town of Telluride Implementation Schedule for WWTP Effluent Metals and Nonylphenol* (Swiftwater Solutions, 2022), effluent concentrations are typically below detection limits. The existing data indicates the Town should be able to meet both current and future limitations without additional treatment or source control. Recommendations for the TRWWTP noted in the report included:

- If trends change, investigations of influent concentrations and point sources should be conducted.
- If possible, request a re-test of the lab sample to verify abnormal results.
- Re-sample effluent to determine if abnormal/increased concentrations persist.

Delayed Effective Date Permit (Major Amendment No. 4)

Under Major Amendment No. 4, with delayed effective date of November 1, 2025, the above permit limits remain unchanged except for the following:

- The 30-day average limit decreases from 3.9 µg/L to 3.6 µg/L on 11/1/2025.
- The 2-year average limit decreases from 67 µg/L to 62 µg/L on 11/1/2025.

3.2.4.5 Potentially Dissolved Silver

Current Permit

The TRWWTP is currently required to report the 30-day average and daily maximum effluent concentrations for potentially dissolved silver. Starting on 10/1/2023, the facility will receive a 30-day average and daily maximum limit of 0.11 and 6.6 µg/L, respectively.

Based on the *Town of Telluride Implementation Schedule for WWTP Effluent Metals and Nonylphenol* (Swiftwater Solutions, 2022), effluent concentrations are typically below detection limits and therefore the facility should not have an issue meeting the future permit limits. However, it should be noted that the RL for the laboratory is 0.2 µg/L, which is higher than the upcoming limit of 0.11 µg/L. Due to this, it is difficult to determine if the Town will be below the 2023 limit. Recommendations for the TRWWTP noted in the report included:

- Majority of laboratory results have been listed as non-detect. Variations from this trend should be evaluated to determine if result is accurate or if an error or contamination of the sample could have occurred.

- If increasing concentrations are observed, point source sampling should be carried out to determine if source control can be implemented.
- Source control can be regulated by the industrial pre-treatment program.

Delayed Effective Date Permit (Major Amendment No. 4)

Under Major Amendment No. 4, with delayed effective date of November 1, 2025, the above permit limits remain unchanged except for the following:

- The 30-day average limit decreases from 0.11 µg/L to 0.1 µg/L on 11/1/2025.
- The 2-year average limit decreases from 6.6 µg/L to 6.1 µg/L on 11/1/2025.

3.2.4.6 Nonylphenol

Current Permit

The current 30-day average limit is 23 µg/L and the daily maximum limit is 37 µg/L until 2023. The future 30-day limit is 12 µg/L, daily maximum is 47 µg/L, and 2-year average is 1.8 µg/L. Based on the current effluent data, the facility may not be able to meet the future limitation consistently; however, the current data set is limited, and ongoing monitoring of this parameter is recommended. Based on the *Town of Telluride Implementation Schedule for WWTP Effluent Metals and Nonylphenol* (Swiftwater Solutions, 2022), the Town likely will be able to meet final effluent limitations without treatment if the TRWWTP continues to receive non-detects on future samples. Recommendations for the TRWWTP noted in the report included:

- If increasing effluent concentrations are observed and persist, it is recommended to carry out the Source Sampling Plan once more to determine if higher concentrations can be linked to Telluride's wastewater, Mountain Village's wastewater, or discharge from the Lawson Business Center.
- If the point sources are significant enough to impact effluent water quality, the discharge from these businesses should be regulated by the industrial pre-treatment program to ensure compliance is achieved.

Delayed Effective Date Permit (Major Amendment No. 4)

Under Major Amendment No. 4, with delayed effective date of November 1, 2025, the limits change as follow:

- 30-day average:
 - 26 µg/L until November 1, 2025.
 - 24 µg/L after November 1, 2025.
- Daily maximum:
 - 103 µg/L until November 1, 2025.
 - 95 µg/L after November 1, 2025.
- 2-year average:
 - Report starting October 1, 2023.
 - 3.9 µg/L starting October 1, 2025.
 - 3.5 µg/L after November 1, 2027.

As noted above, the facility may not be able to meet the future limitations consistently based on the current effluent data; however, the current data set is limited and ongoing monitoring and planning for this parameter is ongoing.

3.2.4.7 Arsenic

Current Permit

The current 30-day average limit is 4.7 µg/L and the TRWWTP is historically in compliance. That permit lists an upcoming limit of 0.036 µg/L. Based on the current effluent data, the TRWWTP may not be able to meet the future limitation consistently. A compliance schedule was added to the permit to give the facility a pathway to meet the limitation. The in-stream standards also include a temporary modification for total recoverable arsenic with an expiration date of December 31, 2024.

Delayed Effective Date Permit (Major Amendment No. 4)

Under Major Amendment No. 4, with delayed effective date of November 1, 2025, only a 30-day average limit of 0.072 µg/L is shown. As noted above, the TRWWTP may not be able to meet this future limitation consistently. There is currently no analytical method that can reliably quantify to this concentration in wastewater. In effect and as implemented in permits, this means that the practical quantitation limit (1 µg/L) will result in a 30-day average over 0.07 µg/L. The WQCC is currently scheduled to consider revising the arsenic standard in 2024, and the standard is likely (but not certain) to increase based on updated toxicological information.

3.2.5 Temperature

In compliance with the permit requirements, the TRWWTP is currently conducting temperature monitoring in the final effluent and in the San Miguel River. As a result, the facility may receive temperature limits as part of a future permit renewal, should the decision be made that there is reasonable potential for the facility to cause or contribute to an exceedance of the water quality standard for temperature. Table 3 summarizes the in-stream temperature standards.

Table 3 In-Stream Temperature Standards

Date	Daily Maximum Temperature (°C)	Maximum Weekly Average Temperature (°C)
October 1-October 31	13.9	9
November 1-March 31	13	9
April 1-May 31	14	9
June 1-September 30	21.7	17

Notes:
C - Celsius

3.3 Changes to Preliminary Effluent Limits

As part of this Project, the Town requested a major permit amendment from CDPHE with a delayed effective date for the proposed 2.3 mgd ADMMF design capacity. Per coordination with the CDPHE Permitting Section, the project team was instructed to use the modified permit (Major Amendment 4, issued December 30, 2022), with a delayed effective date of November 1, 2025, as the Project's "planning tool" to ensure that the facility can meet updated permit effluent standards. In other words, the effluent criteria summarized in the sections above serve as the preliminary effluent limits for this Project.

Because the TRWWTP discharges to a low-priority watershed, the implementation of technology based effluent TIN and TP limits under Regulation 85 are delayed and no compliance schedule was included in the modified permit. However, the modifications proposed in this Project will be designed to achieve the anticipated running annual median and 95th percentile effluent limits for each parameter.

Section 4

WASTEWATER FLOW AND CHARACTERISTICS

4.1 Population Projections

Population projections for this Basis of Design were adopted from the *Telluride Regional Wastewater Treatment Plant Master Plan (2017 Master Plan)* (Stantec, 2017). The projections were developed from 2017 through a 30-year planning horizon of 2047 and assumed a constant annual growth rate from both residents and short-term visitors to the Town. Key findings and assumptions from those population projections included:

- The year-round resident population of the service area is relatively small and has grown at a rate of between 1 and 2 percent, annually.
- The available accommodations are likely to be developed at a rate that is consistent with residential population growth.
- Projections for both the Town and Mountain Village assumed a 1.5 percent annual growth rate for residents and visitors for the next 30 years.

Figure 2 shows the totalized resident and visitor populations during the peak seasons at three annual growth rates: 1 percent, 1.5 percent, and 2 percent. For continuity of planning and at the direction of Town staff, this basis of design adopted these projections assuming a 1.5 percent annual growth to estimate future flows and loads. This approach is consistent with observed growth in the service area since the 2017 Master Plan was published.

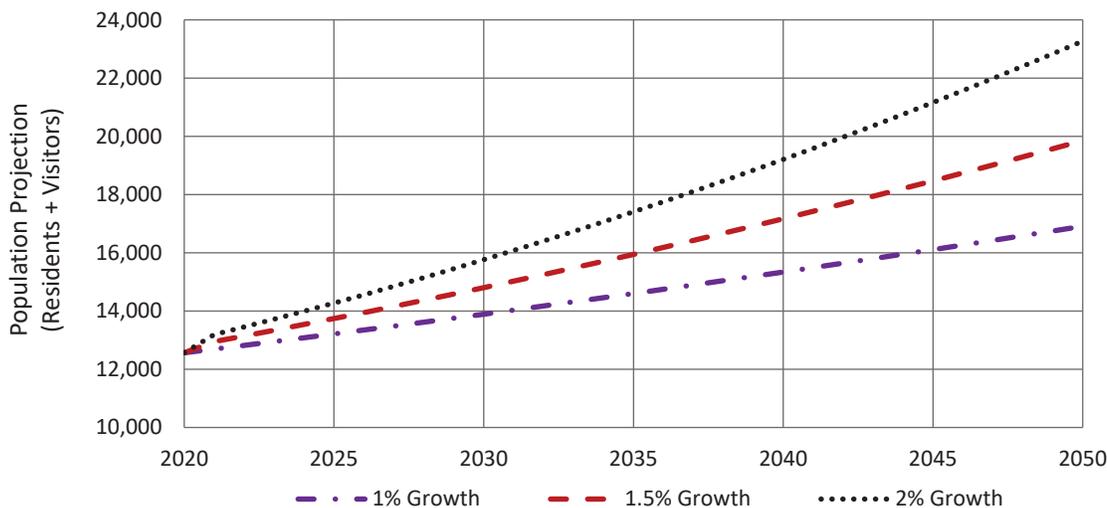


Figure 2 Resident and Visitor Population Projections for TRWWTP Service Area

The 2017 Master Plan also identified three additional sources of wastewater that impact flows and loads into the TRWWTP that will remain primary contributors into the future unless there are changes made to policy or existing agreements.

4.1.1 Septage

Unless decision makers determine otherwise, septage will continue to be collected at the TRWWTP into the future. The projected ADMMF septage flows represent approximately 0.3 percent of the current rated hydraulic capacity of the facility, while the projected ADMM septage organic load represents approximately 8.9 percent of the current rated organic capacity of the facility. This Basis of Design assumes that septage flows will increase at a rate proportional to the resident and visitor population into the future (e.g., 1.5 percent).

4.1.2 Commercial Businesses

The following subsections discuss the significant commercial dischargers identified as contributing flows to the TRWWTP in the 2017 Master Plan. Town staff have indicated that there has been no change to the commercial dischargers since the 2017 Master Plan was published.

4.1.2.1 Restaurants and Bars

The 2017 Master Plan assumed that the estimates of resident and visitor population account for the flow and loading from this source; this assumption will remain consistent for this basis of design. An exception is the discharge of fats, oil, and grease (FOG) from restaurants. By Town ordinance, restaurants are required to install and maintain grease traps on their service lines. Currently, haulers of FOG transport this material as far as Grand Junction for disposal.

4.1.2.2 Hotels and Laundromats

The 2017 Master Plan assumed that waste associated with hotels and laundromats are also captured in the per capita flow and loading associated with the resident and visitor population estimates. For continuity of planning, this basis of design has adopted the same assumption.

4.1.2.3 Boiler Systems

Another source of high strength waste that is commonly discharged to the collection system comes from boilers used to heat buildings and infrastructure. The 2017 Master Plan noted that the spent glycol-based boiler water is either discharged into the collection system or transported by septage haulers to the TRWWTP during maintenance activities. Because the discharges are associated with maintenance activities that are unpredictable in nature, no flow or load projections were established in the 2017 Master Plan for this waste stream. It was instead recommended that the Town develop a utility ordinance and public education program to control the discharge of boiler waste streams in the collection system.

Given the comparatively low flow and load contribution to the TRWWTP, and the limited data available, this basis of design assumed that boiler discharge flows will increase at a rate proportional to the resident and visitor population.

4.1.2.4 Brewery and Distillery

The TRWWTP service area is home to one brewery (Telluride Brewing Company), three microbreweries (Stronghouse, TBC Mountain Village, and Smugglers), and one distillery (Telluride Distilling Company). Currently, the waste stream from one microbrewery (Stronghouse) discharges to the TRWWTP under an industrial discharge permit with required

monitoring, sampling, and reporting. The Telluride Brewing Company, other microbreweries, and the Telluride Distilling Company also discharge to the TRWWTP but are not currently operating under an industrial discharge permit. These businesses will be permitted with the TRWWTP in the near future. Based on discussions with the business owners regarding speculative future growth, the 2017 Master Plan developed projections through the 30-year planning horizon for consideration against the current rated capacity of the treatment facility. In 2047, the estimated brewery/distillery waste flows were 12,700 gpd (average daily flow), 19,100 gpd (maximum month flow), 22,230 gpd (maximum week flow), and 25,500 gpd (peak day flow [PDF]). The projected maximum month flow represents approximately 0.9 percent of the current rated hydraulic capacity of the facility. The estimated BOD₅ loads in 2047 were 573 ppd (average daily), 846 ppd (maximum month), 1,025 ppd (maximum week), and 1,170 ppd (peak day). The projected maximum month BOD₅ load represents approximately 23 percent of the current rated organic capacity of the facility. Note that these projections from the 2017 Master Plan assumed that a 400 percent brewery expansion would occur at a new location in 2020, and that a second brewery would open in 2030. Town staff confirmed that the brewery expansion has not occurred as intended and that the planned expansion location is no longer under consideration.

4.1.2.5 Institutions

Schools are currently the only large institutions in the TRWWTP collection system. The 2017 Master Plan assumed that the resident and visitor population estimates cover the flow and loading from these sources. For continuity of planning, this basis of design has adopted the same assumption.

4.1.2.6 Society Turn Development

Although not included in the 2017 Master Plan, future development adjacent to the TRWWTP is anticipated to occur within the expansion project planning horizon. Documentation provided in a memorandum dated May 31, 2019, indicated that all water use for the development is anticipated to be conveyed to the TRWWTP as irrigation will be provided through a separate raw water irrigation source. Uses anticipated as part of this development include retail, food and beverage, office space, industrial, medical center, employee housing (multi-family), and a proposed hotel. Projected wastewater flow from the final development is anticipated to equal 0.056 mgd (average daily flow).

4.1.2.7 Diamond Ridge Development

The Diamond Ridge Affordable Housing Development is another development anticipated to occur within the expansion project planning horizon. This would include 240 residential units with 2.5 people per unit. It is assumed that this development would be considered under the existing population growth projections.

4.2 Flow and Load Projections

4.2.1 Methodology

In support of the Project, the Town provided approximately 6 years (2016 to 2022) of historical average day flow data. These data were used to quantify the recent base and peak flow events, which were then projected through the year 2050 based on the population projections discussed above. For the basis of design, future projections were developed for the scenarios shown in Table 4. It is important to note that while CDPHE Design Criteria for Domestic Wastewater

Treatment Works, WPC-DR-1 (effective June 7, 2022), typically requires the evaluation of ADMMF conditions, the TRWWTP usually experiences peak season flows and loads during the holiday ski season and during summer festivals. These conditions were evaluated as the "Peak Week" conditions during conceptual planning and design efforts. This Report only includes the ADMMF condition when describing flows, loads, and design capacity of the proposed facility. For brevity, the analysis and process modeling conducted by Carollo Engineers (Carollo) for the Peak Week conditions have not been included in this report but are available upon request.

Table 4 Summary of Projected Flow and Load Conditions

Condition	Projected Condition	Master Planning Purpose
Average Daily Annual Flow (ADAF)	Flow and Loads	Relevant for demonstrating treatment capacity with units out of service now and in the future
ADMMF	Flow and Loads	Relevant for CDPHE permitting and design treatment capacity purposes
Peak Week – Winter Peak Week – Summer	Flow and Loads	Relevant for demonstrating peak seasonal treatment capacity now and in the future
PDF	Flow	Relevant for demonstrating hydraulic treatment and equalization capacity now and in the future
Peak Hour Flow (PHF)	Flow	Relevant for CDPHE for permitted hydraulic treatment capacity purposes
Peak 15-Minute Flow	Flow	Relevant for demonstrating hydraulic treatment and equalization capacity now and in the future

A reasonable expectation, based on discussions with operations staff, is that commercial and industrial customers in the service area will continue to grow at a rate proportional to the anticipated residential growth. Therefore, flow and load projections that were calculated in this basis of design on a per capita basis comprise all existing flow sources including domestic, short-term visitors, commercial, institutional, and septage wastewater. By multiplying the expected future population by combined per capita flows and loads, future commercial and industrial flows and loads are inherently reflected in the flow and load projections for the treatment plant.

Of note, annual water efficiency audits for the Town's service area have shown that average commercial water use has decreased by 4 percent in the past 5 years when compared to the previous 17-year average.

Results derived from the flow and load analyses, along with supporting documentation from previous studies and population projections, are summarized below. Graphs of the following influent parameters at the TRWWTP are presented from 2016 to 2022 in Appendix B; each are overlaid with the selected design concentrations adopted for this Project.

4.2.2 Current Influent Flows and Loads

Current influent wastewater flows and loads derived from analysis of the last six years of available data are summarized in Table 5.

Table 5 TRWWTP Current Influent Flows, Loads, and Design Concentrations

	ADAF ⁽¹⁾	ADMMF ⁽¹⁾
Influent Flow, mgd	0.83	1.32
Influent Loads		
BOD ₅ , ppd	2,680	3,880
TSS, ppd	2,390	4,300
Total Kjeldahl Nitrogen (TKN), ppd	325	475
NH ₄ , ppd	225	355
TP, ppd	60	100

Notes:

(1) Values are derived from data collected between January 2016 and July 2022.

4.2.3 Projected Influent Flow and Organic Load – 2037 Planning Horizon

Influent flows and loads for the TRWWTP collection system were projected to the year 2050 based on a 1.5 percent annual growth rate. These projected flows also include estimated loads from the Society Turn Development, which were speculative at the beginning of the design of this Project. The projected ADMMF and corresponding load exceed the current rated capacity of the facility and therefore the project team has chosen to pursue a hydraulic and organic capacity re-rating of the final, modified treatment facility (Table 6).

Table 6 TRWWTP Projected Influent Flow and Organic Load at 2050 Planning Horizon

	ADAF	ADMMF
Influent Flow, mgd	1.44	2.3
BOD ₅ Load, ppd	4,360	6,230

4.2.4 Summary of Design Flows, Loads, and Design Concentrations

The design influent flow, load, and design concentrations for the TRWWTP expansion are summarized in Table 7.

Table 7 Design Influent Flows, Loads, and Design Concentrations

	ADAF	ADMMF
Influent Flow, mgd	1.44	2.3
Influent Loads		
BOD ₅ , ppd	4,360	6,230
TSS, ppd	4,710	6,770
TKN, ppd	555	865
NH ₄ , ppd	365	570
TP, ppd	100	155
Influent Design Concentrations		
BOD ₅ , mg/L	363	325
TSS, mg/L	392	353
TKN, mg/L	46	45
NH ₄ , mg/L	30.4	29.7
TP, mg/L	8.3	8.1

4.2.4.1 Summary of Hydraulic Peaking Factors

A summary of the recommended design flows and hydraulic peaking factors for the TRWWTP are presented in Table 8. For reference:

- PDF is the highest 1-day average flow over an entire year.
- PHF is the highest flow rate sustained for a 1-hour period over an entire year.

Hydraulic peaking factors were developed as part of conceptual design efforts and are carried forward into this Project.

Table 8 Peaking Factors and Design Flows

Parameter	Value
Design Flows	
ADAF, mgd	1.44
ADMMF, mgd	2.30
PDF, mgd	2.55
PHF, mgd	3.74
Peaking Factors	
ADMMF / ADAF	1.59
PDF / ADAF	1.77
PHF / ADAF	2.60

4.2.5 Flow Equalization

Influent flow data collected on a 15-minute basis for the TRWWTP collection system from 2017 to 2022 was used in the flow equalization analysis. Over the range of data used in this analysis, a maximum normalized flow of 2.1 was observed from 12/30/2019 to 01/01/2020. This maximum normalized flow of 2.1 was applied to projected diurnal flows at the year 2050 to establish the anticipated equalization capacity at PHF.

4.2.6 Final Design Recommendation

Based on the information presented above, Carollo recommends expanding the existing hydraulic and organic treatment capacity of the TRWWTP to 2.3 mgd ADMMF and 6,230 BOD₅. BioWin process modeling results, which demonstrate sufficient secondary treatment capacity for the re-rating after conversion to the proposed MBR process, are presented in the following sections. A design PHF of 4.0 mgd will be used for unit process sizing considerations for all equipment and facilities per Section 2.1.0 in the CDPHE Design Criteria for Domestic Wastewater Treatment Works, WPC-DR-1 (effective June 7, 2022).

Section 5

EXISTING TREATMENT WORKS

The existing facility is an activated sludge plant that was originally commissioned in 1988, with expansions in 1994 and 2001. The plant currently treats wastewater from the Town of Telluride, the Town of Mountain Village, and from the surrounding communities of the Aldasoro Subdivision, Lawson Hill Subdivision, Hillside Subdivision, Eider Creek Condominiums, The Falls Subdivision, and Brown Homestead Condominiums in unincorporated San Miguel County. The Town of Mountain Village participates jointly with the Town to provide financial support for O&M of the facility.

The liquid stream treatment process currently includes influent coarse screening, grit removal, activated sludge with secondary clarification, and UV light disinfection. The solids stream treatment process currently includes aerobic digestion, a screw press, and a rotary drum thickener for redundancy.

The information herein describes the existing treatment facilities for the liquid and solids streams. A schematic of the existing treatment processes is shown in Figure 3. A site plan of the facility is presented in Figure 4.

5.1 Liquid-Stream Treatment

5.1.1 Preliminary Treatment

Raw sewage from the collection system flows into the raw sewage pump station (RSPS). The RSPS is located southeast of the main treatment building and houses a single coarse bar screen and four raw sewage lift station pumps. Wastewater enters the RSPS through a 24-inch gravity sewer and flows directly into a steel channel upon which the coarse screen is mounted. There are four raw sewage pumps that discharge into a force main to a manhole outside the Headworks.

Additional flow enters this manhole from Aldasoro, and the manhole is also where hauled wastewater and septage is received. Flow enters the Headworks and flows into an in-channel 1/4-inch bar screen. The existing bar screen at the Headworks is rated for 5.2 mgd peak flow and has a bypass with a manual bar screen for maintenance events.

Flow from both the bar screen and bypass combine and flow through a Parshall flume for influent flow rate measurement and into a grit removal system. The screenings and grit collected are conveyed from each of these systems into hoppers that hold screenings and grit for manual removal.

Downstream of the grit removal system, the raw wastewater flows into the influent pump station, where alkalinity addition is performed using powdered lime addition. The influent pump station consists of a wet well with four submersible influent pumps that discharge into a header that conveys flow to the Oxidation Ditch Influent Splitter Structure.

5.1.2 Flow Equalization

There is no current flow equalization basin or flow equalization capability in the existing facility. Flow equalization will be added as part of the proposed project and as documented in later sections.

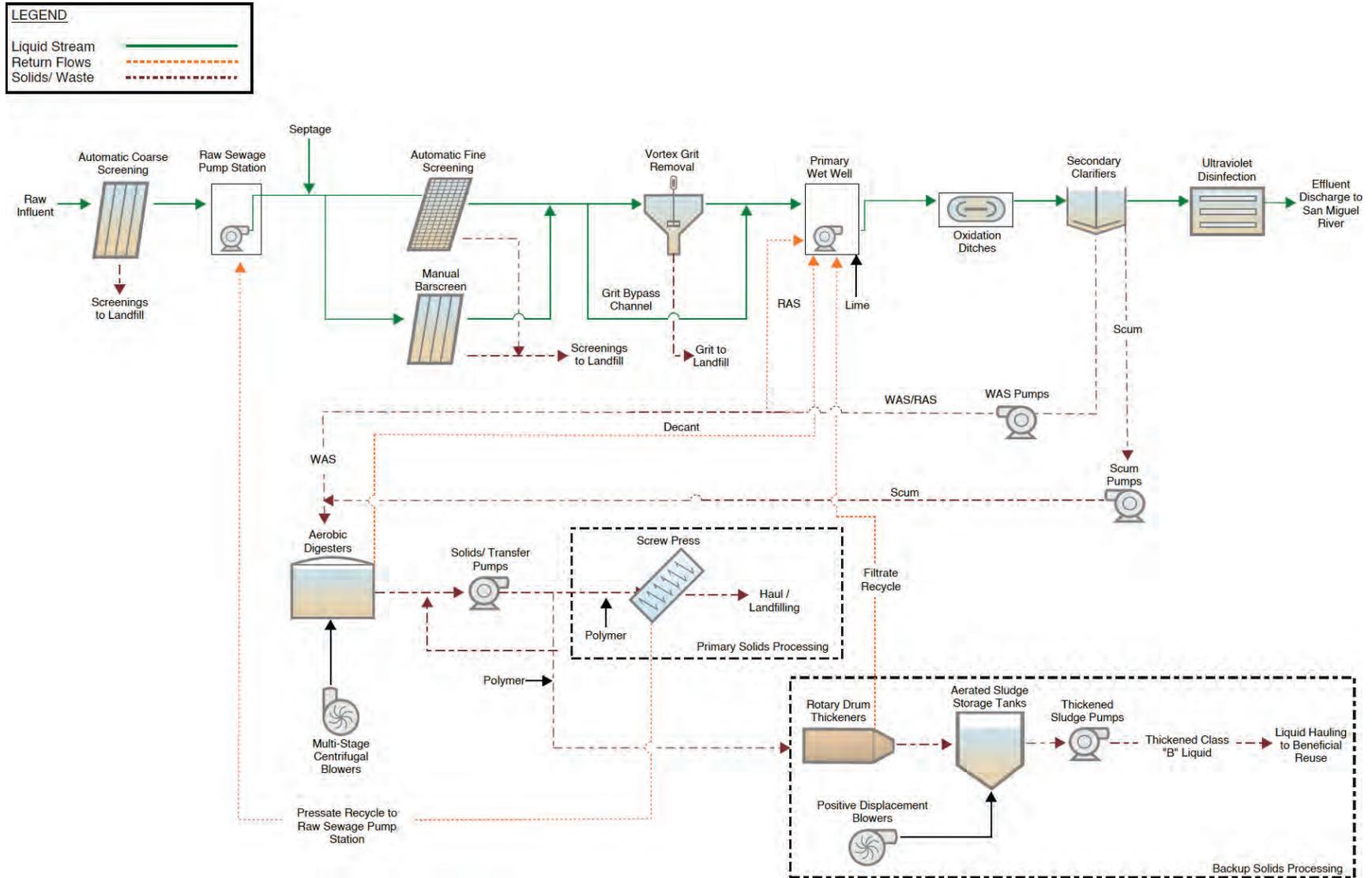


Figure 3 Simplified Process Flow Diagram of Existing Facility

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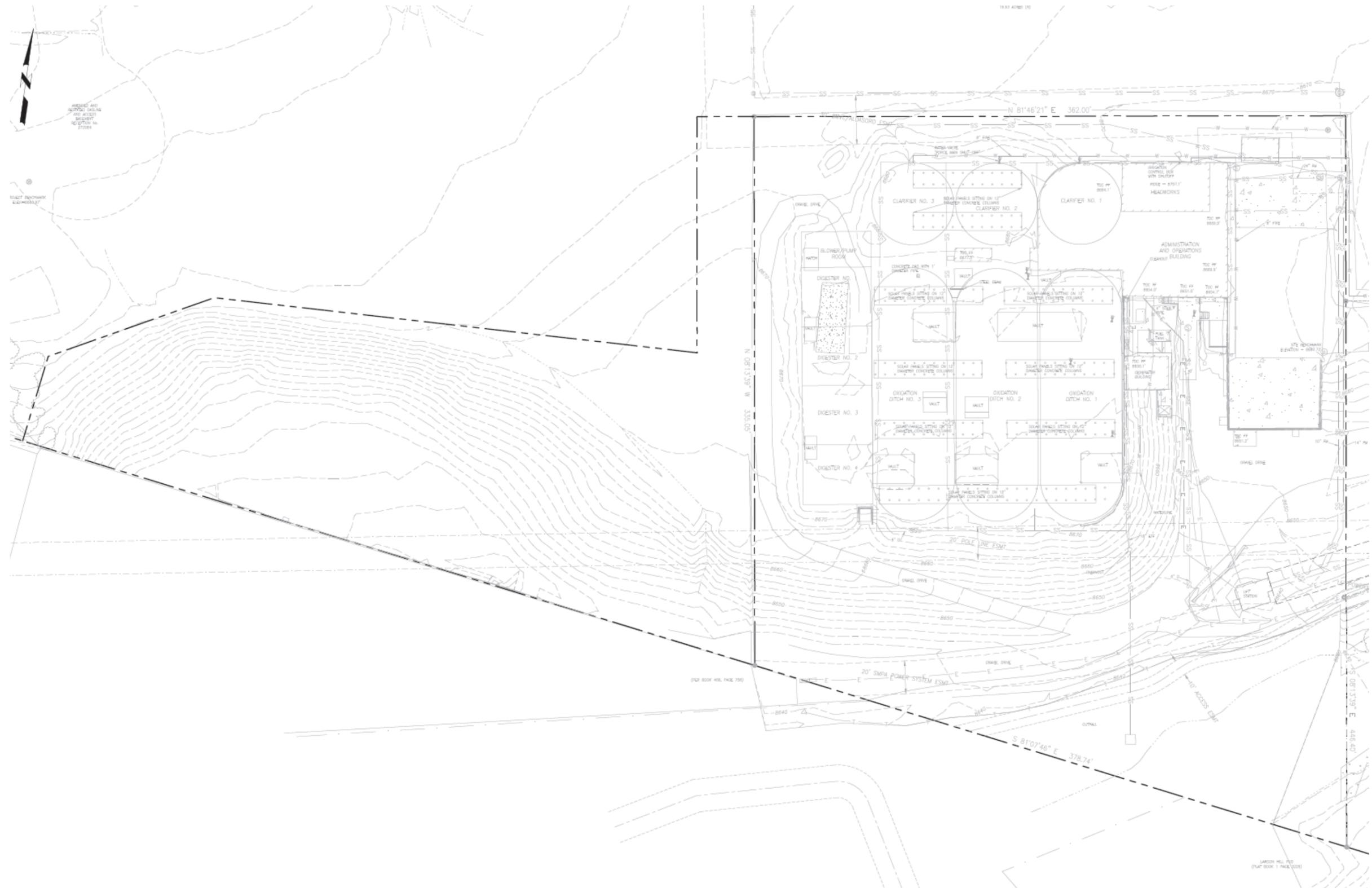


Figure 4 Site Plan of Existing Facility

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5.1.3 Secondary Treatment

Phase I of the TRWWTP oxidation ditches began operation in August 1988 at a capacity of 0.7 mgd. That original design called for expansion of the TRWWTP in two additional phases to capacities of 1.4 mgd and 2.1 mgd for Phases II and III, respectively. The Phase II expansion became operational in 1994 and the Phase III build-out of the oxidation ditch process was completed in June 2002. The secondary treatment system consists of:

- Three oxidation ditches, each operated with two surface mounted brush rotors for aeration. These ditches are operated with a target of performance full-nitrification (effluent ammonia less than 1 mg/L) and BOD₅ removal.
- Three secondary clarifiers with associated return activated sludge (RAS) and WAS pumping.

Wastewater is pumped from the primary pump station wet well to the oxidation ditch diversion structure, where flow is directed to any combination of ditches as desired by the operator. Normally, flow is divided equally between two oxidation ditches; however, during periods of high flows and loads all three oxidation ditches can and have historically been put into service for a period of several weeks. From the oxidation ditches, mixed liquor is sent to the secondary clarifiers for final solids removal prior to disinfection.

A key consideration of the existing oxidation ditch design is the surface aerator system and how much oxygen the surface aerators can transfer. Based on the *Town of Telluride Wastewater Treatment Plant Master Plan – Existing Treatment Capacity Assessment and Ability to Achieve Future Permit Requirements* (Stantec, 2016), the surface aerators in Oxidation Ditch 1 (Lakeside Equipment) were designed to operate with 12 inches of rotor submergence. At peak flow or with one ditch out of service, the submergence could increase up to 15 inches for increased oxygen transfer with an increased water surface elevation. However, at the time of that report, TRWWTP indicated that the rotors are typically operated at their maximum submergence due to a lack of enough oxygen transfer for peaking loading events. Four process modeling simulations were performed at that time to bracket plant performance and assess capacity of the existing system. The four peak week simulations included the following:

- Scenario 1 – Maximum influent loads at summer temperatures with one ditch out of service.
- Scenario 2 – Maximum influent loads at winter temperatures with one ditch out of service.
- Scenario 3 – Maximum influent load at summer temperatures with all ditches in service.
- Scenario 4 – Maximum influent load at winter temperatures with all ditches in service.

The modeled influent assumed peak week influent quality as follows, based on 24-hour flow-weighted composite sampling during the "Blues and Brews" festival:

- Chemical oxygen demand (COD) = 1,125 mg/L.
- BOD₅ = 450 mg/L.
- TSS = 650 mg/L.
- TKN = 60 mg/L.
- Ammonia = 38 mg/L.

- Mixed liquor suspended solids (MLSS) temperatures = 11 to 22 degrees C.
- Operating MLSS = 4,000 mg/L (corresponded to solids retention time [SRT] values between 10 and 11 days).

Key conclusions from that study suggested that:

- It is not recommended to operate with a ditch out of service for influent flows above approximately 0.8 to 0.9 mgd assuming the concentrations listed above. These flows correspond to a BOD₅ load range of approximately 3,000 to 3,380 ppd and a TKN load range of approximately 400 to 450 ppd. If operation with one ditch out of service during a peak event is expected, then it is recommended that additional oxygen delivery be made available to maintain adequate oxygen transfer capabilities. Without three oxidation ditches online during peak loading events above 0.8 to 0.9 mgd, a complete loss of nitrification may occur and put the plant's ability to achieve its monthly average effluent ammonia limits in jeopardy. For reference, the current effluent ammonia permit limit ranges monthly from about 1.7 to 2.6 mg/L on a 30-day average basis, with daily maximum values ranging from about 12 to 37 mg/L. The most stringent effluent quality requirements are in winter.
- Considering all basins in service and influent concentrations above, the modeling results indicated that reliable oxidation ditch performance is maximized at 1.3 to 1.4 mgd for a peak 7-day event. These flows correspond to a BOD₅ load range of approximately 4,890 to 5,260 ppd and a TKN load range of approximately 650 to 700 ppd.
- There were no capacity issues with the existing secondary clarifiers under any of the simulations. However, it should be noted that there are apparent hydraulic limitations such that Secondary Clarifier 1 cannot be reliably operated.

For comparison to that study, the recent influent BOD₅ and TKN loading into the TRWWTP are shown in Figures 5 and 6, respectively. Based on the findings above, special consideration will need to be paid to either sequencing an oxidation ditch in and out of service during construction, or potentially providing supplemental oxygen. A 3-month long pilot study for supplying supplemental liquid oxygen to the oxidation ditches has previously been conducted from July through September 2018 by the Town. The study demonstrated that the oxidation ditches, as currently configured, with supplemental oxygen could handle organic loads approximately 60 percent greater than their current rating while continuing to meet plant effluent limits. However, additional pilot testing was recommended throughout the highest impact festival events or other peak loading events to evaluate the full potential of a temporary, supplemental oxygen system.

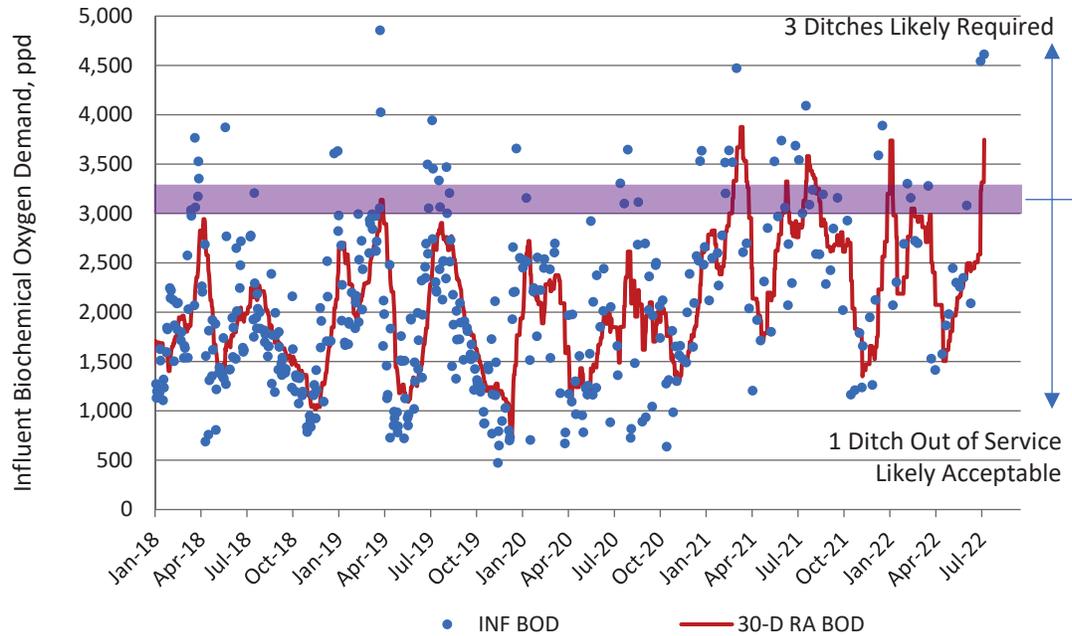


Figure 5 Historical Influent BOD₅ Loading Presented Against Stantec Modeling Results

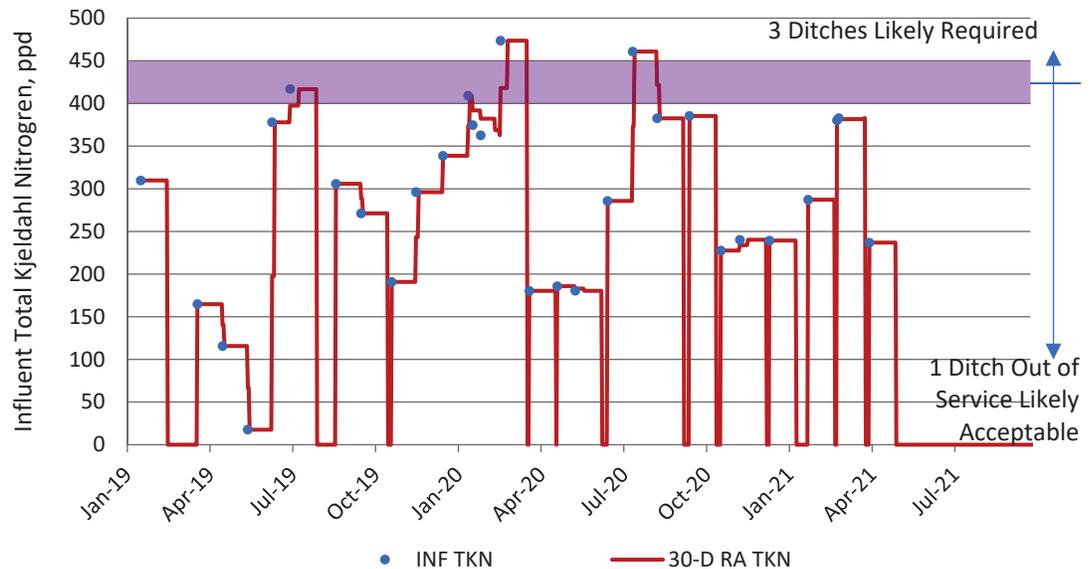


Figure 6 Historical Influent TKN Loading Presented Against Stantec Modeling Results

5.1.4 Disinfection and Discharge

Secondary effluent is blended and then flows by gravity to the UV disinfection system. The UV system was replaced in kind in 2013 and consists of one channel containing one bank with nine modules of variable output low pressure/high output lamps (72 total lamps). Redundancy is provided with additional UV banks in the secondary clarifier launders. The design PHF of the system is 5.1 mgd with a design dose 30,000 millijoules per square centimeter and design inactivation of 468 *E. coli*/100 mL. The channel includes a flow meter, velocity sensor, and level

sensor. Following disinfection, final effluent flows by gravity over a level control weir before dropping into the outfall pipe for discharge to the San Miguel River.

5.2 Solids Stream Treatment

5.2.1 Aerobic Digesters

The TRWWTP currently produces WAS in the secondary clarifiers, which is pumped to four aerobic digesters operated in series. In the summer months, typically only Digesters 1, 2, and 3 are in operation. In the winter months, typically all four digesters are in operation. Each digester has an approximate volume of 146,000 gallons and is mixed and aerated with diffusers and air from centrifugal blowers. Digesters 1, 2, and 4 have coarse bubble diffusers while Digester 3 has medium bubble diffusers. Digester 1 has supplemental flat membrane disc diffusers, which function similar to medium bubble diffusers. Decant is removed from the four aerobic digesters via telescoping valves and is routed back to the influent pump station wet well by gravity.

5.2.2 Dewatering and Solids Disposal

Once digested, the solids are pumped to a single screw press for dewatering. The cake produced is transferred by a screw conveyor to either a 6-cubic-yard trailer or to a 20-cubic-yard roll-off dumpster for landfill disposal, or an 8-cubic-yard trailer that is taken to an off-site facility for composting. Occasionally, the Town can land apply Class B biosolids on 720 acres. According to plant staff, there is enough land to land apply for several years depending on the biosolids nitrogen content; however, once the capacity of the land is met, the land must remain fallow for 5 years because of the land's 40 pounds nitrogen per acre limit. When biosolids are land applied, they are tested for Class B compliance.

The TRWWTP has a backup solids processing system that consists of two RDTs, thickened solids pumps, and two aerated sludge storage tanks. The east aerated solids storage tank has a volume of 24,400 gallons while the west aerated solids storage tank has a volume of 23,920 gallons. These tanks are aerated with coarse bubble duckbill diffusers. This backup solids processing system is only used when the screw press is offline and provides redundancy for the solids processing operation.

5.3 Chemical Facilities

5.3.1 Calcium Magnesium Hydroxide

The facility was approved for calcium magnesium hydroxide addition in 2022. The facility uses an existing lime feed system in the headworks to maintain pH and alkalinity.

5.3.2 Polymer

The existing polymer blending and feed system consists of a polymer metering pump that draws neat polymer from a drum to a hydro-mechanical mixing chamber, where potable water is mixed with the neat polymer to activate and dilute the polymer solution. The polymer solution is then introduced to the solids feed line via an injection quill upstream of the mixing and flocculation tanks before entering the dewatering screw press. There is currently no redundancy in the polymer blending and feed system.

Section 6

ALTERNATIVES ANALYSIS

In response to increasing influent flow, loading, and the anticipated new discharge criteria for TIN and TP under Regulation 85, the Town has evaluated facility improvement alternatives as part of the following planning studies since 2016:

- Town of Telluride Wastewater Treatment Plant Master Plan – Existing Treatment Capacity Assessment and Ability to Achieve Future Permit Requirements (Stantec, 2016).
- Telluride Regional Wastewater Treatment Plant Master Plan (Stantec, 2017).
- Telluride Improvements (Jacobs, 2018).
- Telluride Regional WWTP Master Plan Professional Services Agreement (H₂O Innovations / Carollo, 2021).

Generally, the previous planning studies each recognized that the existing oxidation ditch process provides sufficient flexibility and near- to mid-term capacity to handle varying wastewater loads while meeting current effluent BOD₅, TSS, and NH₄ limits. However, forthcoming effluent nutrient limits will require an upgraded process capable of meeting future limits for low nitrogen (TIN for Regulation 85 and total nitrogen for Regulation 31) and phosphorus (both Regulation 85 and Regulation 31). As such, future process alternatives were considered for upgrades and expansion of the existing facility according to the following project drivers:

- **Footprint:** The existing site is almost entirely built out. The footprint of a new secondary process must be small, whether it is constructed within the site boundaries or outside.
- **Track Record:** A successful record of operation over time is important for systems that must perform to high standards continuously for many years. New technologies may or may not be capable of performing at this level and this timeframe.
- **Flexibility:** Due to the highly variable contaminant load, the TRWWTP must be able to vary its biosolids inventory adjusting for proper food to mass (F:M) ratio and SRT.
- **Effluent Quality:** In the long-term, tight effluent nutrient limits are expected to become more stringent for nitrogen and phosphorus. Effluent phosphorus limits below 1.0 mg/L are likely, which may require a separate tertiary treatment process for some secondary processes.
- **Expandability:** For long-term nitrogen limits, an additional process reactor (post-anoxic tank) is required. Biological phosphorus removal may also require process expansion.
- **Constructability:** It is assumed that with temporary treatment improvements, one ditch and one clarifier can be removed from service for a plant.
- **Capital Costs:** Project costs will be relatively high whether they occur on the existing site or on adjacent land. Construction on the existing site is encumbered by confined spaces and limited access. Telluride is remote and has a limited seasonal construction window.
- **O&M Costs:** Minimizing O&M costs is always an important consideration for the future and include energy, chemicals, process control, solids processing and disposal, and routine maintenance.

The following alternatives were considered for modifying and expanding the existing facility starting with the 2017 Master Plan, with a brief description of the key findings for each:

- Status-quo (oxidation ditches).
- Convectional activated sludge (CAS).
- MBR.
- Integrated fixed-film activated sludge (IFAS).
- BioMag® enhancements to the existing oxidation ditch process.

The five technologies considered were qualitatively evaluated through a comparative weighting exercise by the 2017 project team, during which the status-quo and IFAS alternatives were found to be lowest ranking and excluded from further consideration. Specifically:

- The team found that oxidation ditches require the most space to construct. Considering the extremely tight footprint of the TRWWTP, there is no reasonable way to upgrade and expand the existing ditches to meet future needs.
- IFAS systems are most suitable for expanding existing activated sludge systems to enhance biological nutrient removal. However, the existing system is not amenable to IFAS upgrades and new construction on an adjacent site would be required. The system is less flexible than other systems when taking basins out of service due to the use of fixed-film media.

Of the remaining three technologies, the CAS process operates at low MLSS concentrations (less than approximately 3,500 mg/L), whereas the other two technologies operate at much higher bio-mass concentration (4,000 to 10,000 mg/L). As such, BioMag® and MBR were found to offer the most cost-effective use of the existing site, while a CAS system would only be viable with expansion to an adjacent site. These two options were carried forward into a site alternatives analysis that considered two options for implementation:

- Retrofit within the existing site (MBR or BioMag®).
- Expansion onto an adjacent site (MBR or CAS).

For both options, it was assumed that a new Headworks Building with pretreatment equipment would be constructed within the boundaries of the existing site. Biosolids treatment and handling options were assumed to be integrated with the preferred alternative.

Selection of the preferred alternative for the expansion went beyond selecting the least cost option and a selection matrix to integrate the non-monetary aspects of the alternatives was developed. Based on the scoring of alternatives, the 2017 Master Plan ultimately recommended expansion of the TRWWTP on the adjacent site and planning for the CAS process as it offered significantly lower O&M costs.

Since then, the Town has not been able to secure sufficient land space adjacent to the existing site for a significant expansion and therefore has pivoted to intensification of the existing process footprint via MBR. Rationale for selecting the MBR alternative, based on the 2017 Master Plan, included:

- Best retrofit option that leaves some existing tankage and site footprint open for future use.
- While initial capital costs are high, future improvements projects will be the least expensive with MBR due to the superior effluent quality and highest mixed-liquor concentration (meaning smallest reactor sizing).

- Ability to achieve effluent phosphorus limits below Regulation 85, and potentially Regulation 31 with metal salt upstream of the MBR units.
- MBR, at the time, was considered the most capable process when considering treatment for emerging contaminants of concern.

Section 7

SELECTED ALTERNATIVE – CAPACITY AND DESIGN

The following sections summarize the operating conditions and preliminary design criteria adopted for evaluation of the MBR alternative and describe the results of the liquid stream capacity evaluation.

7.1 Basis of Process Design

The historical operating conditions of the TRWWTP were evaluated between January 2016 and July 2022 to establish critical design assumptions for biological nutrient removal (BNR) process operation in the proposed configuration (process flow diagram shown in Figure 7). Design assumptions for wastewater temperature, aSRT, and the membrane system are briefly justified in the following sections.

Development of the process model that will be used for design is summarized in Section 7.2. Historical influent wastewater flows and loads can be viewed in Figure 8 and Appendix B.

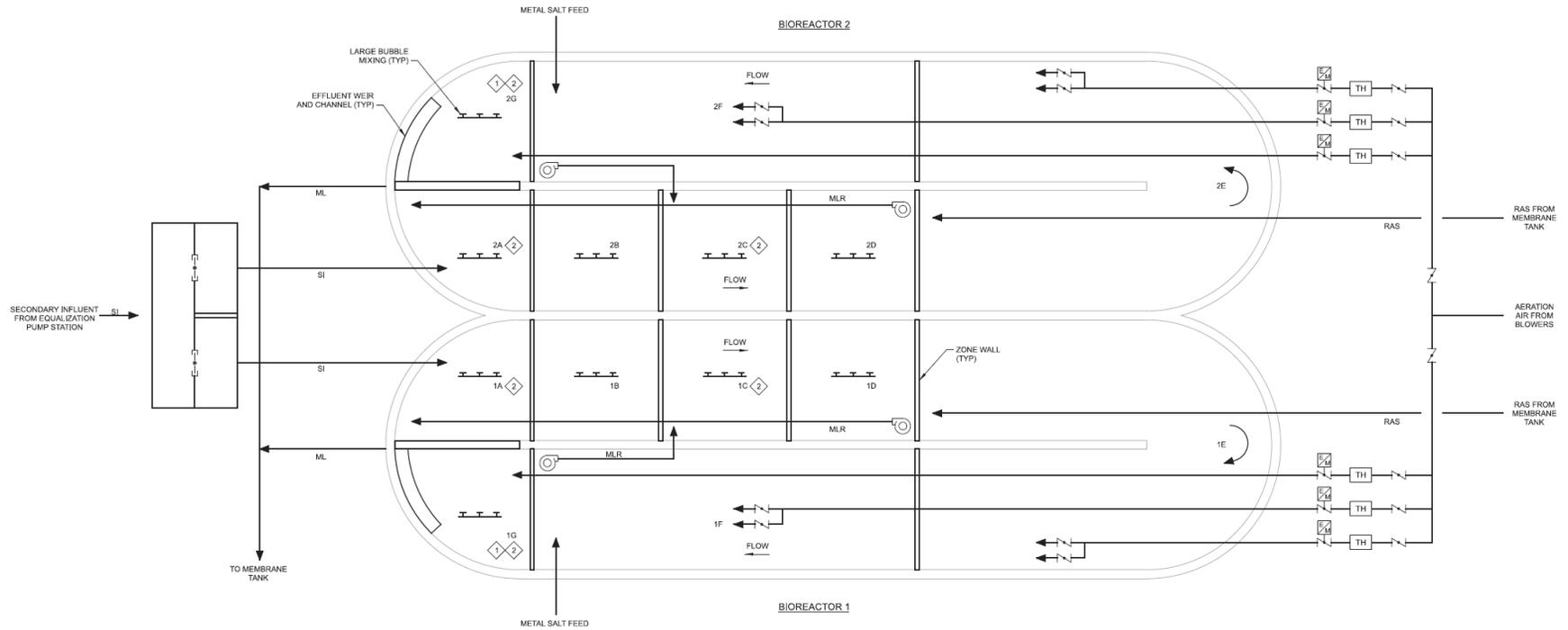


Figure 7 Simplified Process Flow Diagram of Proposed BNR Operation

7.1.1 Temperature

The 7-day rolling average influent wastewater temperature fluctuates seasonally between approximately 7.8 and 20 degrees C (Figure 8). Influent ADMM loading to the facility typically occurs during the peak ski season (mid-December to early April), during which wastewater temperatures usually stabilize between approximately 12 and 14 degrees C. Minimum wastewater temperatures do not occur until spring, when influent loading is historically at its lowest. This is largely due to the rapid decrease in tourist population in the valley and increase in seasonal inflow/infiltration in the collection system, which coincides due to snow melt and closing of the ski resorts.

A 7-day rolling average temperature of 11.5 degrees C was adopted for the ADMM/ADMMF design, as it represents the minimum aeration basin influent wastewater temperature observed during peak season loading. Sufficient aerated capacity will be available; however, to maintain biomass inventory during minimum wastewater temperatures observed at seasonal low influent loads (about April to June).

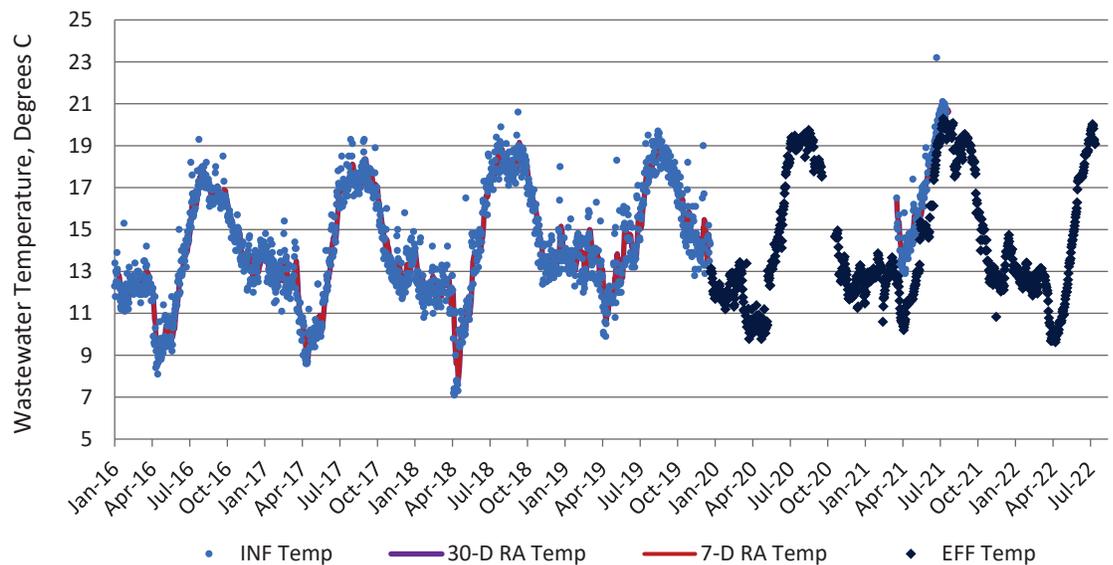


Figure 8 TRWWTP Historical Temperature Data

7.1.2 Aerated Solids Retention Time

As part of this capacity evaluation, a sensitivity analysis via process modeling was performed (Figure 9) to assess the range of aSRT that the proposed facility can operate at while maintaining an adequate nitrification safety factor (e.g., effluent ammonia concentration less than 1 mg/L at ADMM/ADMMF in winter). The analysis indicates that the facility can operate at a steady state aSRT as low as approximately 5.8 days, while maintaining effluent ammonia concentration below 1.0 mg/L at the design temperature of 11.5 degrees C. This is consistent with nitrification performance observed at other Colorado facilities experiencing similar temperature conditions. To add an additional factor of conservatism, a minimum aSRT of 10 days was chosen for the BNR performance and capacity evaluation, which results in a nitrification safety factor of about 1.75.

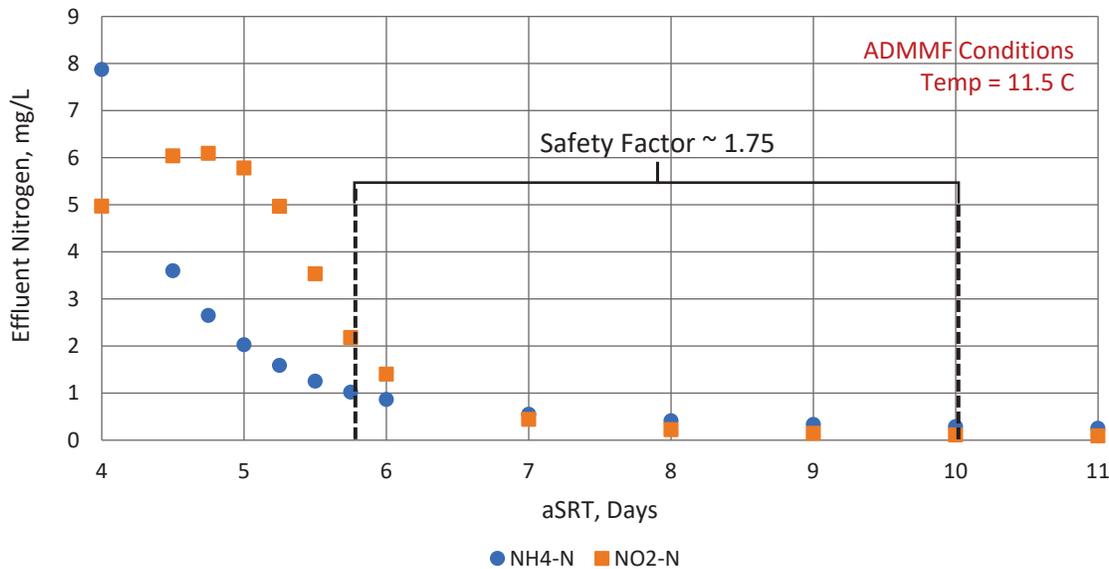


Figure 9 Modeled Sensitivity Analysis of Effluent Nitrogen as Function of Design aSRT

7.1.3 Membranes

The proposed membrane system is designed with hollow fiber membranes to hydraulically pass all 2050 projected flow conditions identified in Table 8 at the design temperature of 11.5 degrees C. Further, the membrane system is sized to pass all design flow conditions with one membrane train out of service. Design flux conditions for the proposed membrane system are summarized in Table 9.

Table 9 Membrane System Design Flux Conditions

Parameter	Unit	CDPHE Guidance Criteria ⁽¹⁾ at 20°C	Membrane System Design at 20°C [at 11.5°C]	Membrane System Design, with One Train Out of Service at 20°C [at 11.5°C]
Average Flux at Maximum Month Flows	gpd/sq ft	≤ 15	8.2 [6.8]	16.3 [13.6]
Maximum Flux at PHF	gpd/sq ft	≤ 30	13.3 [11.0]	26.5 [22.1]
Maximum Flux at PDF	gpd/sq ft	≤ 23	9.0 [7.5]	18.1 [15.0]

Notes:

(1) CDPHE Design Criteria for Domestic Wastewater Treatment Works, WPC-DR-1 (effective June 7, 2022).
gpd/sq ft - gallons per day per square foot

The proposed membrane system design utilizes continuous air scour to remove organic and inorganic foulants from the membrane surface and to mix concentrated mixed liquor within the membrane basin. The system also incorporates automated cleaning strategies such as relax, backpulse/backwash, chemically enhanced backwash, and recovery cleaning/clean in place. Depending on the type of clean, the inlet feed gate may be closed to isolate the membrane train being cleaned; the remaining train is available to process incoming flows.

7.1.3.1 Return Activated Sludge Rate

Mixed liquor will enter the membrane trains at an MLSS concentration of approximately 8,000 mg/L. The mixed liquor will be concentrated within the tanks as permeate is removed through the membranes. Each membrane train will be equipped with a dedicated variable speed RAS pump, designed to return concentrated mixed liquor to the bioreactors at flow rate of at least four times the flow, up to a maximum of 4Q at ADMMF. Flow metering will take place using a flowmeter installed downstream of the RAS pumps on the recirculation piping. During all flow conditions, the sludge return rate shall be sufficient to ensure the mixed liquor concentration in the membrane tanks does not exceed 12,000 mg/L.

7.1.3.2 Waste Activated Sludge

WAS will be wasted from the recirculation piping downstream of the RAS pumps. A motor operated valve and flow meter will be used to control the wasting. The RAS pumps will be sized to accommodate the combined RAS and WAS flow rates with one pump out of service.

7.2 Process Modeling Summary

7.2.1 Model Development

EnviroSim's BioWin software was used to simulate the complete liquid and solid process flow of the proposed facility. Typically, historical plant performance and operational data would be analyzed and used to develop a calibrated model of existing conditions, which would then be modified to reflect the proposed secondary treatment configuration. However, there is insufficient secondary treatment process data to attempt a model calibration of the existing oxidation ditch process – of particular importance is the lack of historical documentation of brush rotor operation and resulting dissolved oxygen (DO) concentrations in the ditches. The Town also does not have the current resources to initiate special sampling campaigns of the influent or secondary treatment process to support a model calibration within the expected timeline of the project design. As a result, the Town and project team agreed to forgo a calibration attempt of the existing system and develop a BioWin process model of the proposed MBR process largely assuming default modeling parameters. Specifically:

- Kinetic and stoichiometric parameters would remain unchanged from default values in BioWin version 6.2.
- Influent fractionation parameters are adjusted within typical ranges for municipal wastewater to achieve a match with the design concentrations listed in sections above.
- To account for potential seasonal changes to influent carbon quality, the fraction of soluble, readily biodegradable carbon is adjusted between default (0.16 grams of carbon oxygen demand per gram of total carbon oxygen demand [gCOD/g total COD]) and a reasonably low value of 0.1 gCOD/g total COD. This is to capture potential changes in aeration demand and expected BNR treatment performance.

The proposed process will be designed with sufficient flexibility to accommodate seasonal changes in flows and loads and will follow typical industry guidelines for BNR and MBR process design and incorporate lessons learned from Carollo's national experience in designing MBR processes.

7.2.2 Capacity and Performance Evaluation

Treatment capacity and performance of the proposed BNR configuration was evaluated under the design ADMMF conditions presented in Table 8. The following secondary treatment goals were defined as targets for the process model analysis, which are more stringent than the limits summarized in Table 2 and are below the Regulation 85 effluent nutrient limits.

- NH₄ less than 1 mg/L
- TIN less than 10 mg/L
- TP less than 0.7 mg/L

All process equipment and bioreactors (i.e., two converted oxidation ditches) were assumed to be in-service during winter ADMM flow and load conditions. One bioreactor and one membrane train can be taken out of service for preventative maintenance at low flow conditions and in summer months between scheduled festivals in the valley.

The preliminary design BioWin simulation results demonstrate that the TRWWTP will be able to treat 2.3 mgd ADMMF at 6,230 ppd BOD₅ load, while meeting future Regulation 85 treatment goals and complying with CDPHE design recommendations (Table 10). Additional details on the BioWin process model outputs are provided in Appendix C.

Table 10 BioWin Model Output for Proposed 5-Stage Bardenpho MBR Process Configuration

Parameter	Unit	CDPHE Guidance Criteria ⁽¹⁾	Rated ADMMF (at default Fbs) ⁽²⁾	Rated ADMMF (at low Fbs) ⁽³⁾
Bioreactor Operation				
Reactors in Service	-		2 of 2	
Total Reactor Volume in Service	MG		1.45	
Anaerobic Zone				
Volume	MG		0.232	
MLSS	mg/L		4,040	3,790
Mixed Liquor Volatile Suspended Solids (MLVSS)	mg/L		3,050	2,850
SRT	day	0.3 to 0.5		1.3
Hydraulic Residence Time (HRT) ⁽⁴⁾	hour	>2		2.4
Mixed Liquor Recycle (MLR) from Anoxic Zone	mgd		4.6	
	% of influent		200	

Parameter	Unit	CDPHE Guidance Criteria ⁽¹⁾	Rated ADMMF (at default Fbs) ⁽²⁾	Rated ADMMF (at low Fbs) ⁽³⁾
Pre-Anoxic Zone				
Volume	MG		0.232	
MLSS	mg/L		5,940	5,560
MLVSS	mg/L		4,420	4,120
HRT ⁽⁴⁾	hours	2 to 6		2.4
MLR from Aerobic Zone	mgd		6.9	
	% of influent	200 to 400		300
Aerobic Zone				
Volume	MG		0.869	
MLSS	mg/L		7,850	7,330
MLVSS	mg/L		5,800	5,400
aSRT	days	Appropriate value to meet nitrification requirements		10.3
Typical Solids Retention Time (tSRT)	days	>10		14.8
HRT ⁽⁴⁾	hours	6 to 12		9.1
Volumetric Loading				
Total Volume	lb BOD ₅ /1,000 cu ft		34.2	
Aerobic Volume	lb BOD ₅ /1,000 cu ft		54.0	
F:M Ratio				
Total Volume	lb BOD ₅ /lb MLVSS		0.10	0.11
Aerobic Volume	lb BOD ₅ /lb MLVSS		0.15	0.16
Post-Anoxic Zone				
Volume	MG		0.116	
HRT ⁽⁴⁾	hours	2 to 5		1.6
Membrane Tank Operation				
Volume	MG		0.064	
MLSS ⁽⁶⁾	mg/L	<12,000	9,810	9,160
RAS Flow to Aerobic Zone	mgd		9.2	
	% of influent	At Least 400		400

Parameter	Unit	CDPHE Guidance Criteria ⁽¹⁾	Rated ADMMF (at default Fbs) ⁽²⁾	Rated ADMMF (at low Fbs) ⁽³⁾
Effluent Quality				
BOD ₅	mg/L		1	1
TSS	mg/L		0	0
NH ₄	mg/L		0.3	0.3
Nitrogen Dioxide	mg/L		0.1	0.1
Nitrate	mg/L		3.0	3.1
TIN	mg/L		3.4	3.5
TP	mg/L		0.34	1.6 ⁽⁵⁾

Notes:

- (1) CDPHE Design Criteria for Domestic Wastewater Treatment Works, WPC-DR-1 (effective June 7, 2022).
- (2) Readily biodegradable soluble COD fraction of 0.16 g COD/g total COD assumed.
- (3) Readily biodegradable soluble COD fraction of 0.10 g COD/g total COD assumed.
- (4) Calculated assuming forward flow without recycles per Table 7.9 of WPC-DR-1.
- (5) Trimmed with metal salt coagulant or external carbon, as needed.
- (6) Maximum allowable MLSS concentration varies by membrane system supplier.

lb BOD₅/1,000 cu ft - pounds of BOD₅ per 1,000 cubic feet; lb BOD₅/lb MLVSS pounds of BOD₅ per pound of MLVSS; MG - million gallons

Section 8

PROPOSED LIQUID STREAM TREATMENT MODIFICATIONS

This section describes the proposed process modifications and improvements that will be undertaken as part of this Project. Some of the targeted improvements are necessary to meet the anticipated discharge criteria under Regulation 85. Other improvements are not strictly necessary from a nutrient compliance perspective but are included as they can enhance treatment robustness and provide additional flexibility for operation.

Proposed design criteria for the process modifications are summarized in Section 10 and are compared to the current CDPHE Design Criteria for Domestic Wastewater Treatment Works, WPC-DR-1, where applicable. A summary of the planned improvements is provided below.

8.1 Preliminary Treatment

Modifications to the preliminary treatment process under this Project are centered around decommissioning the existing headworks facility and replacing it with a new headworks facility. The following summarizes the main improvements for the preliminary treatment process under this Project:

- Rehabilitate the existing RSPS and replace with new influent pumps sized for peak design flows. The rehabilitated RSPS will be called the influent pump station (IPS).

- Decommission the existing headworks facility, including the existing bar screen, Parshall flume, grit removal system, influent pump station, and alkalinity feed system.
- Construct a new Headworks Building with:
 - Coarse screens and screenings handling.
 - Grit removal system.
 - Provisions for scum removal.
 - Fine screens and screenings handling.
 - Equalization tankage and pumping.
 - Alkalinity storage, handling, and feed system. See Section 8.5 for details.

The hydraulic capacity/volume of the rehabilitated RSPS (now referred to as IPS) will not be increased as part of this Project. The existing wet well is undersized with respect to handling 1 hour of flow at the recommended ADAF of 1.44 mgd stated in Section 4.2.1.c in CDPHE Design Criteria for Domestic Wastewater Treatment Works, WPC-DR-1. The IPS will be a 3 + 1 (Duty + Standby) configuration with improved power redundancy.

Modifications to the existing septage receiving station will be made to improve operation and control of septage into the facility. These modifications do not impact the overall hydraulic profile of the facility.

8.2 Flow Equalization

The new Headworks Building will include flow equalization to allow equalization of diurnal and peak flows. A flow equalization basin, submersible equalization pumps, and flow metering will be included.

8.3 Membrane Bioreactor System

The proposed configuration of the bioreactor system is shown in Figure 7. Locations for raw influent/equalized influent, bioreactor effluent, and recycled flows are graphically presented and briefly described below.

8.3.1 Secondary Influent

Secondary influent will be pumped from the equalization basin and enter the influent splitter structure via a single pipe. Flow will split by symmetry into Bioreactors 1 and 2. The splitter box will include slide gates for isolation to allow flexibility in taking a bioreactor out of service.

8.3.2 Bioreactors

The two bioreactors will be retrofit into the existing Oxidation Ditches 1 and 2. Oxidation Ditch 3 will be decommissioned and the footprint/tank volume left for future use by the TRWWTP. While no specific section is dedicated to the secondary clarifiers, note that the three existing units will be decommissioned and no longer used.

Each bioreactor will have seven zones operated in a two pass, plug flow configuration (labeled A-G). Each zone will be separated by a baffle wall. Secondary influent will be directed into Zone 1A/2A and flow in a serpentine path through each subsequent zone. Zone 1G/2G will contain an effluent weir and mixed liquor channel to serve as a hydraulic break point upstream of the membrane tanks. Mixed liquor will be conveyed from the bioreactors to the membrane tanks via piping.

Zones A through D and Zone G will serve as the unaerated zones to support biological phosphorus and nitrogen (denitrification) removal. Each zone will be outfitted with large bubble compressed air mixing equipment to maintain adequate suspension of the mixed liquor in the absence of fine bubble aeration. The zones will be designated for the following treatment:

- Zones A and B: Anaerobic.
- Zones C and D: Pre-anoxic.
- Zone G: Post anoxic/aerobic swing zone.

Zones E and F will serve as the aerated (oxic) zones and will be outfitted with fine bubble membrane diffusers. Aeration air will be supplied by new rotary screw, positive displacement type blowers (or similar). Zone G also will be outfitted with fine bubble membrane diffusers so that operations staff may increase the aerobic treatment inventory during peak week loading scenarios in winter, if necessary. However, note that the design assumes Zone G is operated as a post-anoxic zone at the design ADMM condition. Provisions for surface wasting for filament and scum control may be implemented at the aerated zones or near the effluent mixed liquor channel.

8.3.3 Mixed Liquor Recycle

The bioreactor system will utilize two independent, internal MLR systems in each tank:

- Anoxic to Anaerobic: Submersible MLR pumps will convey denitrified mixed liquor from the end of the anoxic zone (Zone D) to the head of the anaerobic zone (Zone A).
- Aerobic to Anoxic: Submersible MLR pumps will convey nitrified mixed liquor from the end of the aerobic zone (Zone F) to the head of the anoxic zone (Zone C).

The current design intent is that each MLR system will have two dedicated pumps normally operated in duty-standby configuration, with variable frequency drive (VFD) speed control. Design progression will evaluate cost effectiveness in providing a single unit pump for each MLR system with a shelf spare redundant pump.

8.3.4 Membrane System

The MBR filtration train is similar to a CAS process, except that the membrane filtration system replaces the secondary clarifiers and tertiary filters. With the bioreactors providing biological treatment of the wastewater, the purpose of the membranes is to provide liquid and solids separation thereby producing a high quality permeate from the mixed liquor and then return concentrated activated sludge to the aerobic zone of the bioreactor. A new building will be constructed to house the membrane filtration system and associated equipment.

8.3.4.1 Membrane System Configuration

The membrane filtration system within the new Membrane Filtration Building is comprised of two identical parallel membrane trains. The membrane system is designed to achieve all design flow rates with only one train in operation, often referred to as an N-1 level of redundancy as shown in Figure 10.

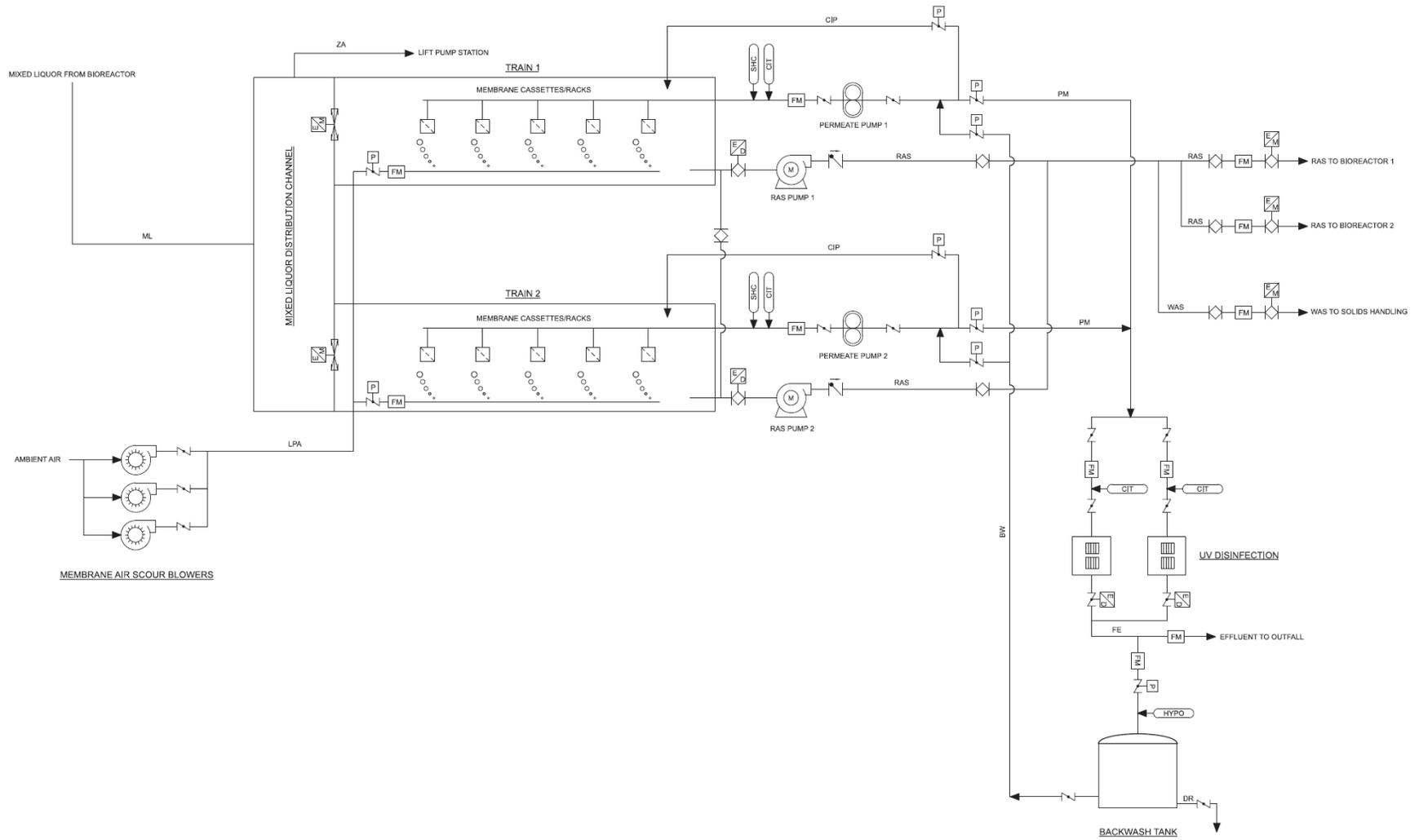


Figure 10 Simplified Process Flow Diagram of Proposed Membrane System

Membrane filtration systems vary by manufacturer and consist of hollow-fiber membrane strands or flat panels. The smallest components, for example with a hollow fiber system, are grouped to create a module, which are assembled into cassettes or racks, and these larger units are installed into tanks to create a filtration train. Since each manufacturer's membranes have different unit configurations, the surface area of membranes provided may vary for the same design flows. The design criteria listed in Section 10 are intended to provide clarity and not bias towards a specific manufacturer. Procurement of the membrane system is intended to occur prior to 60% Design.

8.3.4.2 Mixed Liquor Distribution Channel

The membrane system will use a distribution channel to evenly split the flow to the two membrane tanks. This will be accomplished with two downward opening gates installed within the channel to feed the two membrane tanks. Isolation of each membrane tank will be achieved by closing the gate. The downward opening gates will allow any foam, scum, or other floatables to pass into the membrane tank without being trapped. The distribution channel will also be equipped with spray bars for foam control.

8.3.4.3 Permeate/Backpulse Pumps

A pump will draw treated effluent through the membranes into a common permeate header and discharge to the ultraviolet disinfection system. Permeate flow will be monitored using flow meters. Permeate quality will be continuously monitored downstream of each permeate pump using online turbidimeters. The reversible rotary lobe pump will also be used to backpulse water from the backpulse tank into the membranes during cleaning sequences.

8.3.4.4 Membrane Air Scour Blowers

The membranes will be continuously air scoured to control fouling and keep particles in suspension. Three variable speed blowers will be provided to supply air to the membrane trains. Low pressure air from the blowers will be discharged through aeration piping for each train into the submerged diffuser systems of the membrane cassettes/racks. The blowers will alternate duty and standby to evenly distribute the run time for each blower.

8.3.4.5 Backpulse Tank

The backpulse tank will receive effluent from the UV disinfection system. The stored effluent will be required to feed the membrane system permeate/backpulse pumps during backpulse or clean sequences.

8.3.4.6 Clean-in-Place Chemical System

The membranes are cleaned with sodium hypochlorite and citric acid to control organic and inorganic fouling. During a clean, treated effluent will be pumped back into the membrane fibers using the reversible permeate/backpulse pumps and chemicals will be added via the chemical storage and dosing systems. Separate design approval will be requested for these chemical systems due to the design timeframe.

Chemical storage and pumping equipment will be provided for maintenance cleans and clean-in-place (CIP)/recovery cleans. Fully automated maintenance cleans will be performed up to two times per week. CIP/recovery cleans will be performed up to four times per year.

8.3.4.7 Return Activated Sludge

RAS will be collected from the two membrane trains and distributed to aerated Zone 1E/2E. There will be a RAS pump dedicated to each membrane train but both RAS pumps will combine into a single header before distribution to the two bioreactors.

8.4 Disinfection

A new UV disinfection system will be installed as part of this Project. Permeate from the membrane system will be pumped to a closed-vessel UV system. Two UV reactors will be installed for full system redundancy. Following UV disinfection, final effluent will combine into a single pipe and flow by gravity discharge into the existing discharge point in the San Miguel River.

8.5 Other Liquid Stream Miscellaneous Improvements

8.5.1 Aeration Blowers

With conversion from the existing oxidation ditch process to the proposed MBR system, the brush rotors will be demolished. Aeration air will be supplied to fine bubble membrane diffusers from new blowers; the current design intent is to provide rotary screw, positive displacement type blowers.

8.5.2 Chemical Addition

At the time of this Site Application, no chemical requests are being made and this Design Approval is focused on the non-chemical elements of the Project. No chemicals are necessary to meet the indicated effluent limits. A separate Site Application Amendment and Chemical Approval will be requested.

8.5.3 HVAC and Odor Control

Both new systems and modifications to existing heating, ventilation, and air conditioning (HVAC) systems will be required with the construction of new facilities and repurposing of existing spaces as part of the Project.

8.5.3.1 Reference Codes and Standards

The following codes and standards will be referenced for design of the building mechanical systems in the Project.

- 2018 International Mechanical Code (IMC).
- 2018 International Energy Conservation Code.
- 2018 International Plumbing Code.
- National Fire Protection Association (NFPA) 820 – Fire Protection, Sewage Treatment Plants.
- NFPA 90A – Air Conditioning and Ventilation Systems.
- American Society of Heating, Refrigeration and Air Conditioning Engineering Standards.

8.5.3.2 New Headworks Facility

The new headworks facility contains a Screening and Grit Room, an equalization basin, a chemical storage space, and an Electrical Room. All supply, exhausts, and foul air duct serving the process spaces will be fiberglass reinforced plastic with Type 316 stainless steel supports. All ductwork serving the Electrical Room will be aluminum. All ventilation equipment in this area will be constructed of corrosion resistant materials or provided with extreme corrosion resistant coatings.

Screening and Grit Room HVAC and Odor Control

The Screening and Grit Room contain raw wastewater treatment processes and will require a code minimum of 12 air changes per hour of continuous ventilation to downgrade the hazardous space classification to a National Electric Code Group D, Class 1 Division 2 classification.

Fresh outside air will be supplied into the space by a makeup air unit with heating to provide required air changes and keep the space above a minimum temperature of 50 degrees Fahrenheit (F). If possible (due to size), the makeup air unit will be a heat pump unit with supplemental natural gas heating. Exhaust air will be treated through a carbon adsorption odor control system. During design, it will be determined if 1) all exhaust air will be odor controlled or 2) just exhaust air directly pulled from channels and equipment will be odor controlled. The screening and grit space will be maintained at a negative pressure relative to ambient to contain foul odors and hazardous air. The ventilation and odor control systems will be designed to conform to NFPA 820 requirements.

Equalization Basin HVAC

The equalization basin wet well area will receive only exhaust ventilation and all exhaust air will be odor controlled. Exhaust air will be pulled at a rate higher than the wastewater influent rate to maintain the space at a negative pressure despite volume displacement due to incoming wastewater flow. The room above the equalization basin, with hatches for pump removal, will be ventilated at 12 air changes per hour. The makeup air unit will provide heated supply air and the odor control system will exhaust the air from the space.

Chemical Storage Space HVAC

The chemical storage space will be provided with a gas unit heater to keep the space at a minimum temperature of 55 degrees F. The chemical storage space will not be hazardous rated and will only be provided with a minimal amount of ventilation per code requirements.

Electrical Room HVAC

The Electrical Room will be provided with a packaged heat pump unit to provide cooling and heating to the space. The unit will have carbon filtration and use a minimal amount of outside air to positively pressurize the space. A supplemental gas unit heater will provide backup heating. The indoor space will be maintained between 55 and 80 degrees F.

8.5.3.3 Membrane and UV Disinfection Building

Both the upper and lower levels will be ventilated with minimal amount of continuous outside air to meet the IMC outside air requirements. The building will be provided with a larger ventilation system, consisting of exhaust fans and intake louvers, to provide increased ventilation in the summer. Gas unit heaters will provide heating to the spaces.

8.5.3.4 Existing Facility Areas

Areas within the existing facility will have HVAC systems upgraded to achieve current code requirements and asset renewal.

Section 9

PROPOSED SOLIDS STREAM TREATMENT MODIFICATIONS

This section describes the solids process modifications and improvements that will be undertaken as part of this Project. Some of the solids improvements are required to maintain redundancy of the solids operations, while other improvements are included as they can enhance treatment robustness and provide additional flexibility for operation.

Proposed design criteria for the process modifications are summarized in Section 10 and are compared to the current CDPHE Design Criteria for Domestic Wastewater Treatment Works, WPC-DR-1, where applicable. A summary of the planned improvements is provided below.

9.1 Aerobic Digesters

Modifications to the aerobic digesters are focused on improving process performance and asset revitalization. The following summarizes the main improvements for digestion:

- Replace digester decant telescoping valves and undersized decant piping.
- Replace digester blowers and existing aeration diffusers.
- Add large bubble digester mixing.
- Add ability to recirculate Digesters 3 and 4 effluent to Digester 1.
- Add additional instrumentation and process automation.

9.1.1 Decant Changes

This Project will include the replacement of the existing 6-inch decant piping with larger diameter piping. This new decant piping will be routed to the new headworks equalization basin by gravity. Additionally, the existing telescoping valves will be replaced with larger valves to match the larger decant piping diameter. Furthermore, to improve process performance, the normal operating strategy will eliminate the use of decanting for normal operation in Digesters 1 and 2.

9.1.2 Aeration and Mixing System Changes

The existing diffusers will be replaced with new diffusers within each of the four digester tanks. New rotary screw positive displacement blowers installed with air control valves and VFDs for energy efficiency will replace the aging centrifugal blowers.

Provisions for separating aeration and mixing systems will be implemented using large bubble mixing system and aeration diffusers. The large bubble mixing system consists of air compressors feeding an air valve control panel that will sequentially open and close valves feeding submerged nozzles at the digester tank bottom. This sequence will create a rolling pattern of large diameter bubbles that will maintain complete mix conditions in the digester tanks. Separating the aeration and mixing systems allows for automated anoxic cycles to be incorporated into the aerobic digester operations for total nitrogen reduction and pH control in the digesters. Anoxic time in the digesters will aim to reduce the total nitrogen content in the dewatered biosolids for land application.

9.1.3 Digester Recirculation

Currently the digesters do not have the ability to recirculate sludge from the last digester in service (Digester 3 or Digester 4) to the first digester in service (Digester 1). To improve process performance, this recirculation ability is intended to be added pending cost effectiveness.

9.1.4 Instrumentation and Process Automation

The following automation will be included in this Project to improve process efficiency and use of staff time:

1. Automatic digester decanting,
2. Automatic sludge transfer between digesters, and
3. Automatic digester aeration control and adjustment.

Additionally, to better understand what is happening in the digesters and better control digester operations, Table 11 summarizes the additional solids process sampling that will be recommended with this Project.

Table 11 Solids Sampling Additions

Process	Sampling Parameter
WAS	<ul style="list-style-type: none"> • Percent volatile solids (VS)
Digester	<ul style="list-style-type: none"> • Recalibrate existing DO meters • Recalibrate existing pH probes • Percent total solids (TS) • oxidation reduction potential
Decant	<ul style="list-style-type: none"> • Flow • Percent TS
Digested Sludge	<ul style="list-style-type: none"> • Flow • Percent TS • Increase specific oxygen uptake rates sampling frequency • Increase fecal coliform testing frequency and digitize

9.2 Dewatering

Project elements associated with the secondary treatment process improvements require the demolition of the existing backup RDT and re-purposing of the existing aerated solids storage tanks in the existing Headworks Facility. This system is currently used as the redundant dewatering option for the TRWWTP if the existing screw press is offline. Therefore, a redundant dewatering option is required as part of the Project. The preliminary location for the new equipment is adjacent to the existing screw press in the space currently used as a workspace and for tool storage. The redundant dewatering equipment will match the make and model of the existing screw press and polymer blending system for ease of O&M. The existing workspace will need to be retrofitted for the screw press and polymer system equipment. Modifications to the proposed screw press access ramp for the roll-off dumpster will be required for dewatered solids disposal. Relocation of the existing workspace/ tool storage area will be required.

Section 10

DESIGN SUMMARY

The liquids design criteria for this Project are summarized in Table 12 and the solids design criteria for this Project are summarized in Table 13. The criteria are presented for the 5-stage Bardenpho MBR configuration discussed above.

Table 12 TRWWTP Liquid Stream Design Criteria Summary

Parameter	Unit	CDPHE Recommended Standard	Design Value
Influent Flow and Loads			
ADAF	mgd	-	1.44
ADMMF	mgd	-	2.30
PHF	mgd	-	3.74
BOD ₅ Load at ADMMF	ppd	-	
Primary Effluent BOD ₅ Load at ADMMF	ppd	-	
Mechanical Coarse Screens⁽¹⁾			
Number	-	-	2
Bar Spacing	inch	0.25-1.75	0.25-0.4
Capacity, each	mgd	-	4.0
Total Capacity	mgd	-	8.0
Firm Capacity	mgd	Shall meet design PHF	4.0
Screen Velocity at PHF	ft/sec	Design maximum velocity shall be less than 3 ft/sec at PHF	< 3
Bypass Available	-	Not required with firm capacity	TBD
Coarse Screenings Washing/Dewatering			
Number	-	-	2
Capacity, each	cfh	Designed in accordance with manufacturer recommendations	-

Parameter	Unit	CDPHE Recommended Standard	Design Value
Vortex Grit Chamber			
Number	-	-	1
Capacity, each	mgd	-	4
Total Capacity	mgd	Shall meet design PHF	4
Inlet Channel Length	feet	Designed in accordance with manufacturer recommendations	-
Bypass Available	-	Required	Yes
Grit Handling			
Number	-	-	1
Total Capacity	mgd	Designed in accordance with manufacturer recommendations	-
Mechanical Fine Screens			
Number	-	-	2
Perforated Openings	inch	< 0.25	0.08
Capacity, each	mgd	-	4.0
Total Capacity	mgd	-	8.0
Firm Capacity	mgd	Shall meet design PHF	4.0
Fine Screenings Washing/Dewatering			
Number	-	-	2
Capacity, each	cfh	Designed in accordance with manufacturer recommendations	-
Magnetic Flowmeter			
Number	-	-	1
Capacity, each	mgd	-	4
Total Capacity	mgd	Shall pass peak flow	4

Parameter	Unit	CDPHE Recommended Standard	Design Value
Bioreactor Configuration			
Total Number of Trains	-	-	2
Side Water Depth	feet	10 to 25 ⁽²⁾	14
Total Aeration Basin Volume	MG	-	1.45
Anaerobic Volume	MG	-	0.232
	%	-	16
Pre-Anoxic Volume	MG	-	0.232
	%	-	16
Aerobic Volume	MG	-	0.868
	%	-	60
Post-Anoxic Volume			0.116
			8
Aeration Basin Operation			
Anaerobic HRT	hours	>2 ⁽³⁾	2.4
Anaerobic SRT	days	0.3 to 0.5	1.3
Pre-Anoxic HRT	hours	2-6 ⁽⁴⁾	2.4
Aerobic HRT	hours	6-12 ⁽⁴⁾	9.1
Post-Anoxic HRT	hours	2-5	1.6
Design Temperature	°C	Design must be appropriately adjusted to meet required nitrification capacity	11.5
aSRT	days	Design must be appropriately adjusted to meet required nitrification capacity	10
tSRT	days	>10	14.8
Volumetric BOD ₅ Loading	lb BOD ₅ /1,000 cu ft		34.2 (Total) 54 (Aerobic)
F:M Ratio	lb BOD ₅ /lb MLVSS		0.1 (Total) 0.15 (Aerobic)
	lb TKN/lb MLVSS		0.021

Parameter	Unit	CDPHE Recommended Standard	Design Value
Aeration System (Bioreactors Only)			
Number of Blowers	-	-	3 to 5 units anticipated, pending manufacturer coordination
Blower Type	-	-	Rotary screw, positive displacement type
Design Air Demand at ADMMF	scfm	Must be met with firm capacity at a DO concentration of 2 mg/L in all aerobic zones	4,570
MLR Pumping (Per Train)			
Pump Type			Submersible centrifugal or axial flow propeller
Number of Pumps	-	-	TBD, pending manufacturer coordination
Capacity, each	mgd	-	1-2
Capacity, total per train	mgd	-	2-4
	% of ADMMF	200-400 ⁽⁴⁾	200
Membrane System			
Number of Trains	-	Must treat the daily average flow with one tank out of service ⁽⁶⁾	2
ADAF Net Flux (2 trains)	gpd/sq ft at 20°C	-	5.1
ADAF Net Flux (1 train)	gpd/sq ft at 20°C	-	10.2
ADMMF Net Flux (2 trains)	gpd/sq ft at 20°C	≤ 15 ⁽⁶⁾	8.2
ADMMF Net Flux (1 train)	gpd/sq ft at 20°C	-	16.3
PHF Net Flux (2 trains)	gpd/sq ft at 20°C	≤ 30 ⁽⁶⁾	13.3
PHF Net Flux (1 train)	gpd/sq ft at 20°C	-	26.5
PDF Net Flux (2 trains)	gpd/sq ft at 20°C	≤ 23 ⁽⁶⁾	9.0
PDF Net Flux (1 train)	gpd/sq ft at 20°C	-	18.1
Permeate/Backpulse Pumps			
Number of Pumps	-	-	2
Type	-	-	Positive displacement (rotary lobe)
Peak Design Flow per Pump	gpm	-	2,860

Parameter	Unit	CDPHE Recommended Standard	Design Value
Membrane Air Scour Blowers			
Number of Blowers		-	TBD
Blower Type	-	-	Rotary screw or positive displacement type
Total Peak Design Flow	scfm	-	2,791
RAS Pumping			
Pump Type			Dry-pit submersible centrifugal pumps
Number	-	-	2
Capacity, each	mgd	-	4.6
Total Capacity	mgd	-	9.2
Firm Capacity	mgd	-	4.6
	% of ADMMF	Shall be at least 400% ⁽⁶⁾	400%

Notes:

- (1) Facility has a manual bar screen in the 3-foot 4-inch wide intermediary/bypass channel with a 1.5-inch bar spacing that will be removed from service and replaced with mechanically cleaned coarse screens.
 - (2) Section 7.2.1.e in CDPHE Design Criteria for Domestic Wastewater Treatment Works (WPC-DR-1).
 - (3) Section 7.11.0.b. in CDPHE Design Criteria for Domestic Wastewater Treatment Works (WPC-DR-1). Anaerobic HRT assumes forward flow with no recycle flows.
 - (4) Table 7.9 in CDPHE Design Criteria for Domestic Wastewater Treatment Works (WPC-DR-1). HRT assumes forward flow with no recycle flows.
 - (5) Table 7.1 in CDPHE Design Criteria for Domestic Wastewater Treatment Works (WPC-DR-1).
 - (6) Section 7.5.3 in CDPHE Design Criteria for Domestic Wastewater Treatment Works (WPC-DR-1).
- cfh - cubic feet per hour; ft/sec - feet per second; gpm - gallons per minute; lb TKN/lb MLVSS - pounds total Kjeldahl nitrogen per pound mixed liquor volatile suspended solids; scfm - standard cubic feet per minute; TBD - to be determined

Table 13 TRWWTP Solids Stream Design Criteria Summary

Parameter	Unit	CDPHE Recommended Standard	Design Value
Solids Projections			
2050 Average Daily Annual WAS Flow	gpd		45,000
TS Loading	ppd	-	4,230
VS Loading ⁽¹⁾	ppd	-	2,768
2050 ADMM WAS Flow	gpd	-	73,000
TS Loading	ppd	-	5,976
VS Loading ⁽¹⁾	ppd	-	4,503
2050 PD WAS Flow ⁽²⁾	gpd	-	88,000
TS Loading	ppd	-	7,530
VS Loading ⁽¹⁾	ppd	-	5,362

Parameter	Unit	CDPHE Recommended Standard	Design Value
Aerobic Digesters			
Number	-	-	3+1 (existing)
Volume, each	gallon	-	146,500
Side Water Depth	feet	Minimum of 10 ⁽¹⁾	15
Operational Scheme	-	-	Series
Assumed Solids Concentration	%	Maximum of 2.0 ⁽³⁾	1.0
Diffuser Type	-	-	Fine Bubble
Aerobic Digester Blowers			
Number	-	-	2+1
Type	-	-	Positive displacement, Rotary Screw
Design Air Demand at ADMM	scfm	Must be met with firm capacity at DO concentration of 1.0 mg/L ⁽⁴⁾	1,706
Design Air Demand at Average Daily Annual	scfm	Must be met with firm capacity at DO concentration of 2.0 mg/L ⁽⁴⁾	1,404
Aerobic Digester Large Bubble Mixing			
Number	-	-	TBD – Pending Manufacturer Coordination
Capacity, each	scfm	Must be met with firm capacity at an air demand of 20-40 scfm/1,000 cu ft ⁽⁴⁾	2,350
Type	-	-	Large bubble
Aerobic Digester Decanting System			
Number	-	-	4
Type	-	-	Telescoping valve

Parameter	Unit	CDPHE Recommended Standard	Design Value
Dewatering Screw Press			
Number	-	-	1 (existing) +1 (new)
Hydraulic Capacity	gpm	Must pass 100% of ADMMF with largest unit out of service ⁽⁵⁾	130 at 1% solids
Solids Capacity	pph	Must pass 100% of ADMM load with largest unit out of service ⁽⁵⁾	1,300 at 4% solids
Capture Efficiency	%	-	95
Thickened Solids	%	-	15
Dewatering Polymer System			
Number	-	-	1 (existing) + 1 (new)
Polymer System Type	-	-	Emulsion
Polymer Dosage	Active pounds polymer/ dry ton solids	-	22
Screw Conveyor			
Number	-	-	1 (existing) + 1 (new)
Capacity, each	cfh	-	75
Diameter	inch	-	9
Length	feet	-	18.5
Type	-	-	Shaftless screw conveyor

Notes:

- (1) Table 11.9 in the Design Criteria for Domestic Wastewater Treatment Works (WPC-DR-1).
 - (2) Peak day data unavailable, peak week data used for worse case aerobic digestion conditions.
 - (3) Section 11.3.3.e in the Design Criteria for Domestic Wastewater Treatment Works (WPC-DR-1).
 - (4) Table 11.8 in the Design Criteria for Domestic Wastewater Treatment Works (WPC-DR-1).
 - (5) Table 11.1 in the Design Criteria for Domestic Wastewater Treatment Works (WPC-DR-1).
- pph - pounds per hour

Section 11

IMPLEMENTATION PLAN AND SCHEDULE

11.1 Site Application

All required Site Application documents are provided in Appendix D.

11.2 Implementation Plan

This Project will be delivered via the progressive design-build approach with PCL Construction, and Carollo will complete final design of the proposed improvements in collaboration with PCL, the Town, and the Town of Mountain Village.

The Town will determine funding approach after the 30% Design cost estimate development and may pursue State Revolving Fund or other infrastructure funding.

11.3 Schedule

Table 14 summarizes the proposed schedule for this Project, pending CDPHE approval and funding approval.

Table 14 Implementation Schedule for TRWWTP Expansion Project

Activity	Anticipated Date
Site Amendment Application	April 2023
Site Amendment Application – Chemicals	Summer 2023 (TBD)
30% Design	May 2023
Process Design Report	November 2023
60% Design	November 2023
90% Design	May 2024
Construction	June 2024 to December 2026

Appendix A.1

PERMIT MAJOR AMENDMENT 4: DELAYED EFFECTIVE DATE OF NOVEMBER 1, 2025

AUTHORIZATION TO DISCHARGE UNDER THE
COLORADO DISCHARGE PERMIT SYSTEM
PERMIT NUMBER CO0041840

In compliance with the provisions of the Colorado Water Quality Control Act, (25-8-101 et seq., CRS, 1973 as amended), for both discharges to surface and ground waters, and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.; the "Act"), for discharges to surface waters only, the

Town of Telluride

is authorized to discharge from the Telluride Regional wastewater treatment plant located **in the SW 1/4 of the NW ¼ of S33, T24N; 12000 Hwy 145, Telluride CO; at 37.94866° N and 107.87366° W**

to the **San Miguel River**

in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts I and II hereof. All discharges authorized herein shall be consistent with the terms and conditions of this permit.

The permittee may request an adjudicatory hearing within thirty (30) calendar days of the date of issuance of the final permit determination, under 5 CCR 1002-61 (Colorado Discharge Permit System Regulations), Regulation 61.7. Any request must comply with the Water Quality Control Act, 24-4-101, C.R.S., et seq. and the Water Quality Control Commission's regulations, including Regulation 61.7 and 5 CCR 1002-21 (Procedural Rules), Regulation 21.4(B). Failure to contest any term and condition of the permit in this request for an adjudicatory hearing constitutes consent to the condition by the permittee.

This permit and the authorization to discharge shall expire at midnight, November 30, 2025.

Issued and Signed this December 30th, 2022

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

Erin Scott

Erin Scott, Acting Permits Section Manager
Water Quality Control Division

PERMIT ACTION SUMMARY:

Major Amendment 4: Issued December 30, 2022; DELAYED Effective November 1, 2025 (Parts I.A.2, I.B.2, I.B.5.b)

Major Amendment 3: Issued January 31, 2022; Effective March 1, 2022 (Parts I.A.2, I.A.5.a, I.A.6.b, I.B.6.b, I.B.6.d, II.L(c)(i), and II.N)

Minor Modification 2: Issued February 26, 2021; Effective February 26, 2021 (Part I.B.5.a)

Minor Modification 1: Issued December 31, 2020; Effective December 31, 2020 (Page 1 and Part I.B.5.b)

Originally Issued October 30th, 2020; Effective December 1, 2020

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PART I

A. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

1. Permitted Feature(s)

Beginning no later than the effective date of this permit and lasting through the expiration date, the permittee is authorized to discharge from, and self-monitoring samples taken in accordance with the monitoring requirements shall be obtained from permitted feature(s):

001A following disinfection and prior to mixing with the receiving stream. 37.948665° N and 107.873850° W

The location(s) provided above will serve as the point(s) of compliance for this permit and are appropriate as they are located after all treatment and prior to discharge to the receiving water. Any discharge to the waters of the State from a point source other than specifically authorized by this permit is prohibited.

UST1A is an in-stream permitted feature located upstream from the facility discharge to collect continuous ambient temperature data at 37.94908° N, 107.87264° W.

In accordance with the Water Quality Control Commission Regulations for Effluent Limitations, Section 62.4, and the Colorado Discharge Permit System Regulations, Section 61.8(2), 5 C.C.R. 1002-61, the permitted discharge shall not contain effluent parameter concentrations which exceed the limitations specified below or exceed the specified flow limitation.

2. Limitations, Monitoring Frequencies and Sample Types for Effluent Parameters

In order to obtain an indication of the probable compliance or noncompliance with the effluent limitations specified in Part I.A, the permittee shall monitor all effluent parameters at the frequencies and sample types specified below. Such monitoring will begin immediately and last for the life of the permit unless otherwise noted. The results of such monitoring shall be reported on the Discharge Monitoring Report form (See Part I.D.)

Self-monitoring sampling by the permittee for compliance with the effluent monitoring requirements specified in this permit, shall be performed at the location(s) noted in Part I.A.1 above. If the permittee, using an approved analytical method, monitors any parameter more frequently than required by this permit, then the results of such monitoring shall be included in the calculation and reporting of the values required in the Discharge Monitoring Report Form (DMRs) or other forms as required by the Division. Such increased frequency shall also be indicated.

Percentage Removal Requirements (BOD₅ and TSS Limitations) - If noted in the limits table(s), the arithmetic mean of the BOD₅ and TSS concentrations for effluent samples collected during the DMR reporting period shall demonstrate a minimum of eighty-five percent (85%) removal of both BOD₅ and TSS, as measured by dividing the respective difference between the mean influent and effluent concentrations for the DMR monitoring period by the respective mean influent concentration for the DMR monitoring period, and multiplying the quotient by 100.

Oil and Grease Monitoring: For every outfall with oil and grease monitoring, in the event an oil sheen or floating oil is observed, a grab sample shall be collected and analyzed for oil and grease, and reported on the appropriate DMR under parameter 03582. In addition, corrective action shall be taken immediately to mitigate the discharge of oil and grease. A description of the corrective action taken should be included with the DMR.

Total Residual Chlorine: Monitoring for TRC is required only when chlorine is in use.

Flow Recording Device: For this facility, two flow recording devices are provided and are located at the point of inflow to and discharge from the treatment plant. Reported effluent and influent flows will be used to monitor compliance with the effluent flow limitation and hydraulic loading to the plant.

Metals: Metals concentrations measured in compliance with the effluent monitoring requirements listed in Part I.A of this permit may be used to satisfy any pretreatment or industrial waste management metals monitoring requirements listed in Part I.B.7, if the metals are in the same form (i.e. total). Sampling must be conducted in accordance with Part I.B.7.

Permitted Feature/Limit Set 001A

<u>ICIS Code</u>	<u>Effluent Parameter</u>	<u>Effluent Limitations Maximum Concentrations</u>				<u>Monitoring Requirements</u>	
		<u>30-Day Average</u>	<u>7-Day Average</u>	<u>Daily Maximum</u>	<u>2-Year Average</u>	<u>Frequency</u>	<u>Sample Type</u>
50050	Effluent Flow (MGD)	2.3		Report		Continuous	Recorder
00010	Temp Daily Max (°C) Nov-Mar			Report		Continuous	Recorder
00010	Temp MWAT (°C) Nov-Mar		Report			Continuous	Recorder
00010	Temp Daily Max (°C) Apr-May			Report		Continuous	Recorder
00010	Temp MWAT (°C) Apr-May		Report			Continuous	Recorder
00010	Temp Daily Max (°C) Jun-Sep			Report		Continuous	Recorder
00010	Temp MWAT (°C) Jun-Sep		Report			Continuous	Recorder
00010	Temp Daily Max (°C) Oct 1-Oct 31			Report		Continuous	Recorder
00010	Temp MWAT (°C) Oct 1-Oct 31		Report			Continuous	Recorder
00400	pH (su)			6.5-9.0		5 Days/Week	Grab
51040	<i>E. coli</i> (#/100 ml)	449	898			Weekly	Grab
50060	TRC (mg/l)	0.022		0.064		5 Days/Week	Grab
00620	Total Inorganic Nitrogen as N (mg/l) until 10/31/2025			34		2 Days/Week	Composite
00620	Total Inorganic Nitrogen as N (mg/l) beginning 11/1/2025			20		2 Days/Week	Composite
00610	Total Ammonia as N (mg/l)						
	January	2.6		12		2 Days/Month	Composite
	February	2.6		13		2 Days/Month	Composite
	March	2.6		15		2 Days/Month	Composite
	April	2.6		19		2 Days/Month	Composite
	May	2.5		20		2 Days/Month	Composite
	June	2.5		22		2 Days/Month	Composite
	July	2.5		29		2 Days/Month	Composite
	August	1.7		37		2 Days/Month	Composite
	September	13		30	2.3	2 Days/Month	Composite

PART I

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	October	1.7		20		2 Days/Month	Composite
	November	2.6		17		2 Days/Month	Composite
	December	2.6		13		2 Days/Month	Composite
00310	BOD5, effluent (mg/l)	30	45			Monthly	Composite
81010	BOD5 (% removal)	85 (min)				Monthly	Calculated
00530	TSS, effluent (mg/l)	30	45			Quarterly	Composite
81011	TSS (% removal)	85 (min)				Quarterly	Calculated
84066	Oil and Grease (visual)			Report		2 Days/Week	Visual
03582	Oil and Grease (mg/l)			10		Contingent	Grab
70295	TDS (mg/l) ¹						
70295 3	PWS intake (mg/l)	Report		Report		Monthly	Composite
70295	WWTF effluent (mg/l)	Report		Report		Monthly	Composite
00978	As, TR (µg/l)	0.072				Monthly	Composite
01309	As, PD (µg/l)			Report		Monthly	Composite
01113	Cd, TR (µg/l)			Report	Report	Monthly	Composite
01313	Cd, PD (µg/l)	0.69		3.6		Monthly	Composite
04262	Cr+3, TR (µg/l)			Report		Monthly	Grab
01314	Cr+3, PD (µg/l)	Report				Monthly	Grab
01314	Cr+3, PD (µg/l) beginning 1/1/2023	Report			Report	Monthly	Grab
01220	Cr+6, Dis (µg/l) until 9/30/2023	10		Report		Monthly	Grab
01220	Cr+6, Dis (µg/l) beginning 10/1/2023	10		59	Report	Monthly	Grab
01220	Cr+6, Dis (µg/l) beginning 10/1/2025	43		59	6.6	Monthly	Grab
01220	Cr+6, Dis (µg/l) beginning 11/1/2025	39		54	6.6	Monthly	Grab
01220	Cr+6, Dis (µg/l) beginning 11/1/2027	39		54	6.1	Monthly	Grab
01306	Cu, PD (µg/l)	21				Monthly	Composite
00718	CN, WAD (µg/l)			Report		Monthly	Grab
01046	Fe, Dis (µg/l)	Report				Monthly	Composite
00980	Fe, TR (µg/l)	Report				Monthly	Composite
00980	Fe, TR (µg/l) beginning 6/1/2022	Report			Report	Monthly	Composite
01114	Pb, TR (µg/l)			Report		Monthly	Composite
01114	Pb, TR (µg/l) beginning 12/31/2023			Report	Report	Monthly	Composite
01318	Pb, PD (µg/l) until 9/30/2023	6.2		220		Monthly	Composite
01318	Pb, PD (µg/l) beginning 10/1/2023	6.2		220	Report	Monthly	Composite
01318	Pb, PD (µg/l) beginning 10/1/2025	8.0		220	2.9	Monthly	Composite
01318	Pb, PD (µg/l) beginning 11/1/2025	7.4		202	2.9	Monthly	Composite
01318	Pb, PD (µg/l) beginning 11/1/2027	7.4		202	2.7	Monthly	Composite
01319	Mn, PD (µg/l) AQ	Report		Report	Report	Quarterly	Composite

01056	Mn, Dis (µg/l) WS	Report				Quarterly	Composite
01129	Mo, TR (µg/l)	Report				Monthly	Composite
01129	Mo, TR (µg/l) beginning 3/1/2025	Report			Report	Monthly	Composite
01129	Mo, TR (µg/l) beginning 3/1/2027	Report			24	Monthly	Composite
50286	Hg, Tot (µg/l) (low level) until 9/30/2023	0.2				Quarterly	Composite
50286	Hg, Tot (µg/l) (low level) beginning 10/1/2023	0.039			Report	Quarterly	Composite
50286	Hg, Tot (µg/l) (low level) beginning 10/1/2025	0.039			0.0059	Quarterly	Composite
50286	Hg, Tot (µg/l) (low level) beginning 11/1/2025	0.036			0.0059	Quarterly	Composite
50286	Hg, Tot (µg/l) (low level) beginning 11/1/2027	0.036			0.0054	Quarterly	Composite
01074	Ni, TR (µg/l)	Report				Monthly	Composite
01074	Ni, TR (µg/l) beginning 6/1/2022	Report			Report	Monthly	Composite
01322	Ni, PD (µg/l)	Report		Report		Monthly	Composite
01322	Ni, PD (µg/l) beginning 1/1/2022	Report		Report	Report	Monthly	Composite
01323	Se, PD (µg/l) until 9/30/2023	6.0		67		Monthly	Composite
01323	Se, PD (µg/l) beginning 10/1/2023	3.9		67		Monthly	Composite
01323	Se, PD (µg/l) beginning 11/1/2025	3.6		62		Monthly	Composite
01304	Ag, PD (µg/l) until 9/30/2023	Report		Report		Monthly	Composite
01304	Ag, PD (µg/l) beginning 10/1/2023	0.11		6.6		Monthly	Composite
01304	Ag, PD (µg/l) beginning 11/1/2025	0.10		6.1		Monthly	Composite
22708	U, TR (µg/l)	Report				Monthly	Composite
01303	Zn, PD (µg/l)	83				Monthly	Composite
01303	Zn, PD (µg/l) beginning 11/1/2025	76				Monthly	Composite
00940	Chloride (mg/l)	977			168	Monthly	Composite
00940	Chloride (mg/l) beginning 11/1/2025	896			168	Monthly	Composite
00940	Chloride (mg/l) beginning 11/1/2027	896			154	Monthly	Composite
81020	Sulfate (mg/l)	Report				Quarterly	Composite
51202	Sulfide as H ₂ S (mg/l)	Report				Monthly	Composite
51568	Nonylphenol (µg/l) until 9/30/2023	26		103		Monthly	Grab
51568	Nonylphenol (µg/l) beginning 10/1/2023	26		103	Report	Monthly	Grab
51568	Nonylphenol (µg/l) beginning 10/1/2025	26		103	3.9	Monthly	Grab
51568	Nonylphenol (µg/l) beginning 11/1/2025	24		95	3.9	Monthly	Grab
51568	Nonylphenol (µg/l)	24		95	3.5	Monthly	Grab

	beginning 11/1/2027					
	WET, chronic					
TKP6C	Static Renewal 7 Day Chronic <i>Pimephales promelas</i>		NOEC or IC25 \geq IWC**		Quarterly	3 Composites / Test
TKP3B	Static Renewal 7 Day Chronic <i>Ceriodaphnia dubia</i>		NOEC or IC25 \geq IWC**		Quarterly	3 Composites / Test

¹ TDS measurements only required when the discharge is in the Colorado River Basin. Influent samples are to be of the raw water supply. If more than one source is being utilized, a composite sample proportioned to flow shall be prepared from individual grab samples.

* 7-day average is the Maximum Weekly Average Temperature (MWAT).

** IWC (Instream Waste Concentration) = 28%

Permitted Feature 001 Limit Set P

<u>ICIS Code</u>	<u>Effluent Parameter</u>	<u>Effluent Limitations Maximum Concentrations, Daily Max</u>	<u>Frequency</u>	<u>Sample Type</u>
01002	Total Arsenic, µg/l	Report	Semi-Annually	Composite
01027	Total Cadmium, µg/l	Report	Semi-Annually	Composite
01034	Total Chromium, µg/l	Report	Semi-Annually	Composite
01042	Total Copper, µg/l	Report	Semi-Annually	Composite
01051	Total Lead, µg/l	Report	Semi-Annually	Composite
50286	Total Mercury, µg/l	Report	Semi-Annually	Composite
01062	Total Molybdenum, µg/l	Report	Semi-Annually	Composite
01067	Total Nickel, µg/l	Report	Semi-Annually	Composite
01147	Total Selenium, µg/l	Report	Semi-Annually	Composite
01077	Total Silver, µg/l	Report	Semi-Annually	Composite
01092	Total Zinc, µg/l	Report	Semi-Annually	Composite
00720	Total Cyanide, µg/l	Report	Semi-Annually	Grab
03604	Total Phenols, µg/l	Report	Semi-Annually	Composite

Permitted Feature UST1A, Permitted Feature Type: receiving water (ambient)

<u>ICIS Code</u>	<u>Effluent Parameter</u>	<u>Effluent Limitations Maximum Concentrations</u>		<u>Monitoring Requirements</u>	
		<u>MWAT</u>	<u>Daily Maximum</u>	<u>Frequency</u>	<u>Sample Type</u>
00010	Temp DM (°C) Oct starting 12/1/2021		Report	Continuous	Recorder
00010	Temp DM (°C) Nov - Mar starting 12/1/2021		Report	Continuous	Recorder
00010	Temp DM (°C) Apr - May starting 12/1/2021		Report	Continuous	Recorder
00010	Temp DM (°C) Jun - Sep starting 12/1/2021		Report	Continuous	Recorder
00010	Temp MWAT (°C) Oct starting 12/1/2021	Report		Continuous	Recorder
00010	Temp MWAT (°C) Nov - Mar starting 12/1/2021	Report		Continuous	Recorder

00010	Temp MWAT (°C) Apr - May starting 12/1/2021	Report		Continuous	Recorder
00010	Temp MWAT (°C) Jun- Sep starting 12/1/2021	Report		Continuous	Recorder

3. Monitoring Frequency and Sample Type Influent Parameters

Regardless of whether or not an effluent discharge occurs and in order to obtain an indication of the current influent loading as compared to the approved capacity specified in Part I.A.3 and Part I.B.2; the permittee shall monitor influent parameters at the following required frequencies, the results to be reported on the Discharge Monitoring Report (See Part I.D):

If the permittee monitors any parameter more frequently than required by the permit, using an approved test procedure or as specified in the permit, the result of this monitoring shall be included in the calculation and reporting of data to the Division.

Self-monitoring samples taken in compliance with the monitoring requirements specified below shall be taken at the following location(s): **Outfall 300I, at a representative point prior to biological treatment.**

Permitted Feature 300I

ICIS Code	Parameter	Discharge Limitations Maximum Concentrations			Monitoring Frequency	Sample Type
		30-Day Average	7-Day Average	Daily Max.		
50050 G	Flow, mgd	Report		Report	Continuous	Recorder
00180 G	Plant Capacity (% of Capacity - Hydraulic) ¹	Report			Monthly	Calculated ¹
00310 G	BOD ₅ , mg/l	Report	Report		Monthly	Composite
00310 G	BOD ₅ , lbs/day	Report	Report		Monthly	Calculated
00180 G	Plant Capacity (% of Capacity - Organic) ¹	Report			Monthly	Calculated ¹
00530G	Total Suspended Solids, mg/l	Report	Report		Monthly	Composite

¹ The % capacity is to be reported against the listed capacities of 2.3 MGD for the hydraulic capacity and 6230 lbs BOD₅/day for the organic capacities based on projected Site Approval (ES.21.SA.06641).. The percentage should be calculated using the 30-day average values divided by the corresponding capacity, times 100.

4. Salinity Parameters

In order to obtain an indication of the increase in salinity due to the treatment and use of water within this service area, the permittee shall monitor the raw water source and the wastewater effluent at the following required frequencies, the results to be reported on the Discharge Monitoring Report (See Part I, Section D.1.):

Self-monitoring samples taken in compliance with the monitoring requirements specified above shall be taken prior to treatment of the raw drinking water source (with a composite sample proportioned to flow prepared from individual grab samples if more than one source is being utilized), and at the established wastewater treatment facility effluent sampling point identified above in Part I, Section B.2.

5. Special Studies and Additional Monitoring

All special studies must be submitted to the Division accompanied by a fully completed "Permit Narrative Conditions Form" available at <https://www.colorado.gov/pacific/cdphe/wq-permit-forms>.

- a. Temperature Monitoring Equipment- The facility is required to install ambient continuous temperature

monitoring equipment to comply with the temperature monitoring 'continuous' requirements listed Part I.A. 2.

Code	Event	Description	Due Date
04301	Install Temperature Meters	The permittee is to submit a document certifying that continuous temperature monitoring equipment has been installed and is operational.	11/30/2021

b. Mixing Zone Analyses - Conduct remaining threshold tests for exclusion from further analysis under Mixing Zone Regulations. The second threshold test is the Application of the Mixing Zone Exclusion Tables (p. 20, Colorado Mixing Zone Implementation Guidance, February 2002). Under this compliance action, the permittee will collect the necessary site-specific data, perform the required analysis, and provide a report to the Division. The report will indicate the findings of this threshold test and, if not excluded, provide the workplan for the next threshold test (i.e., determining of the size of the physical and regulatory mixing zones).

Code	Event	Description	Due Date
50008	Submit Study Results	During stream flow conditions that are at or below the 15 th percentile of streamflow, collect site-specific data, perform threshold tests based on Mixing Zone Exclusion Tables, and submit study results.	11/30/2025

c. Inflow/Infiltration Study - The permittee shall identify areas where I/I potentially exists and plan for reducing I/I in accordance with the following schedule. An I/I study requirement has been added to the permit to investigate data observation of increased influent flows during the runoff season, to summarize findings of potential I/I, and develop a plan to correct I/I.

Code	Event	Description	Due Date
04399	Inflow/Infiltration Report	Submit a plan that identifies sources of potential I/I and prioritizes repairs and rehabilitation to the collection system. The plan must be based on a study of the collection system that identifies the areas of the collection system that may be contributing I/I. A report, summarizing the findings of the study, must be prepared by a professional engineer registered in Colorado, and must accompany the plan.	11/30/2021
04399	Inflow/Infiltration Report	Submit final study report summarizing the findings and plan for repairs and rehabilitation to the collection system.	11/30/2022

B. TERMS AND CONDITIONS

1. Service Area

All wastewater flows contributed in the service area may be accepted by the permittee for treatment at the permittee's wastewater treatment plant provided that such acceptance does not cause or contribute to an exceedance of the throughput or design capacity of the treatment works or the effluent limitations in Part I.A, or constitute a substantial impact to the functioning of the treatment works, degrade the quality of the receiving waters, or harm human health, or the environment.

In addition, the permittee shall enter into and maintain service agreements with any municipalities that discharge into the wastewater treatment facility. The service agreements shall contain all provisions necessary to protect the financial, physical, and operational integrity of the wastewater treatment works.

2. Design Capacity

The renewal of this permit was originally issued on 10/30/2020 and the permit limitations were based on Site Approval **4535**, which specifies the design capacity of this domestic wastewater treatment works as **2.1 million gallons per day (MGD)** for hydraulic flow (30-day average) and **3708 lbs. BOD₅ per day** for organic loading (30-day average). The permit limitations reflecting the delayed effective date of November 1, 2025 include the projected Site Approval (ES.21.SA.06641) for **2.3 MGD** for hydraulic flow (30-day average) and **6230 lbs. BOD₅/day** for organic loading (30-day average).

Discharges under this Water Quality Planning Target (WQPT) permit (MOD 4 with delayed effective date of November 1, 2025) are not allowed until the permittee receives an approval of the domestic wastewater treatment works through the site location and design review process. If the permittee does not receive an approval of the domestic wastewater treatment works through the site location and design review process by the delayed effective date, this WQPT modification will not become effective. In such event, permit coverage will remain effective under discharge permit CO0041840 Permit Modification 3 (issue date of January 31, 2022), pending reapplication, until the individual permit is renewed or modified.

3. Expansion Requirements

Pursuant to Colorado Law, C.R.S. 25-8-501 (5 d & e), the permittee is required to initiate engineering and financial planning for expansion of the domestic wastewater treatment works whenever throughput reaches eighty (80) percent of the treatment capacity. Such planning may be deemed unnecessary upon a showing that the area served by the domestic wastewater treatment works has a stable or declining population; but this provision shall not be construed as preventing periodic review by the Division should it be felt that growth is occurring or will occur in the area.

The permittee shall commence construction of such domestic wastewater treatment works expansion whenever throughput reaches ninety-five (95) percent of the treatment capacity or, in the case of a municipality, either commence construction or cease issuance of building permits within such municipality until such construction is commenced; except that building permits may continue to be issued for any construction which would not have the effect of increasing the input of wastewater to the sewage treatment works of the municipality involved.

Where unusual circumstances result in throughput exceeding 80% of treatment capacity, the permittee may, in lieu of initiating planning for expansion, submit a report to the Division that demonstrates that it is unlikely that the event will reoccur, or even if it were to reoccur, that 95% of the treatment capacity would not be exceeded.

Where unusual circumstances result in throughput exceeding 95% of the treatment capacity, the permittee may, in lieu of initiating construction of the expansion, submit a report to the Division that demonstrates that the domestic wastewater treatment works was in compliance at all times during the events and that it is extremely unlikely that the event will reoccur.

Where the permittee submits a report pursuant to unusual circumstances, and the Division, upon review of such report, determines in writing to the permittee that the report does not support the required findings, the permittee shall initiate planning and/or construction of the domestic wastewater treatment works as appropriate.

4. Facilities Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and

control including all portions of the collection system and lift stations owned by the permittee (and related appurtenances) which are installed or used by the permittee as necessary to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes effective performance, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems when installed by the permittee only when necessary to achieve compliance with the conditions of the permit.

Any sludge produced at the wastewater treatment facility shall be disposed of in accordance with State and Federal regulations. The permittee shall take all reasonable steps to minimize or prevent any discharge of sludge use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. As necessary, accelerated or additional monitoring to determine the nature and impact of the noncomplying discharge is required.

5. Chronic WET Testing - Outfall: 001A

a. General Chronic WET Testing and Reporting Requirements

The permittee shall conduct the chronic WET test using *Ceriodaphnia dubia* and *Pimephales promelas*, as a static renewal 7-day test using three separate composite samples. The permittee shall conduct each chronic WET test in accordance with the 40 CFR Part 136 methods described in Short-term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Water to Freshwater Organisms, Fourth Edition, October 2002 (EPA-821-R-02-013) or the most current edition.

The following minimum dilution series should be used: 0% effluent (control), 7%, 14%, 28%, 64%, and 100% effluent. If the permittee uses more dilutions than prescribed, and accelerated testing is to be performed, the same dilution series shall be used in the accelerated testing (if applicable) as was initially used in the failed test.

Tests shall be done at the frequency listed in Part I.A.2. Test results shall be reported along with the Discharge Monitoring Report (DMR) submitted for the end of the reporting period when the sample was taken. (i.e., WET testing results for the calendar quarter ending March 31 shall be reported with the DMR due April 28, etc.) The permittee shall submit all laboratory statistical summary sheets, summaries of the determination of a valid, invalid or inconclusive test, and copies of the chain of custody forms, along with the DMR for the reporting period.

If a test is considered invalid, the permittee is required to perform additional testing during the monitoring period to obtain a valid test result. Failure to obtain a valid test result during the monitoring period shall result in a violation of the permit for failure to monitor.

b. Violations of the Permit Limit, Failure of One Test Statistical Endpoint and Division Notification

A chronic WET test is considered a violation of a permit limitation when both the NOEC and the IC₂₅, for the same sub-lethal endpoint are at any effluent concentration less than the IWC. This determination is made independently for each test species. The IWC for this permit has been determined to be 28% effluent.

A chronic WET test is considered to have failed one of the two statistical endpoints when either the NOEC or the IC₂₅ are at any effluent concentration less than the IWC. Simultaneous failure of both the NOEC and IC₂₅ for both sub-lethal endpoints, when tests are performed on identical split samples, constitutes only a single violation of the Daily Maximum Effluent Limitation for Chronic WET specified in Part I, §A-2 of this permit. The IWC for this permit has been determined to be 28% effluent.

In the event of a permit violation, or during a report only period when both the NOEC and the IC₂₅ are at any effluent concentration less than the IWC, or when two consecutive reporting periods have resulted in failure of one of the two statistical endpoints (regardless of which statistical endpoints are failed), the permittee must provide written notification to the Division. Such notification should explain whether it was a violation or two consecutive failures of a single endpoint, and must indicate

whether accelerated testing or a Toxicity Identification Evaluation or Toxicity Reduction Evaluation (TIE or TRE) is being performed, unless otherwise exempted, in writing, by the Division. **Notification must be received by the Division within 14 calendar days of the permittee receiving notice of the WET testing results.**

c. Automatic Compliance Response

The permittee is responsible for implementing the automatic compliance response provisions of this permit when one of the following occurs:

- there is a violation of the permit limit (both the NOEC and the IC25 endpoints are less than the applicable IWC)
- during a report only period when both the NOEC and the IC25 are at any effluent concentration less than the IWC
- two consecutive monitoring periods have resulted in failure of one of the two statistical endpoints (either the IC25 or the NOEC) , including during a report-only period. This determination is made independently for each test species.
- the permittee is otherwise informed by the Division that a compliance response is necessary

When one of the above listed events occurs, the following automatic compliance response shall apply. The permittee shall either:

- conduct accelerated testing using the single species found to be more sensitive
- conduct a Toxicity Identification Evaluation (TIE) or a Toxicity Reduction Evaluation (TRE) investigation as described below.

i. Accelerated Testing

If accelerated testing is being performed, testing will be at least once every two weeks for up to five tests with only one test being run at a time, using only the IC25 statistical endpoint to determine if the test passed or failed at the appropriate IWC. Accelerated testing shall continue until; 1) two consecutive tests fail or three of five tests fail, in which case a pattern of toxicity has been demonstrated or 2) two consecutive tests pass or three of five tests pass, in which case no pattern of toxicity has been found. Note that the same dilution series should be used in the accelerated testing as was used in the initial test(s) that result in the accelerated testing requirement.

If accelerated testing is required due to failure of one statistical endpoint in two consecutive monitoring periods, and in both of those failures it was the NOEC endpoint that was failed, then the NOEC shall be the only statistical endpoint used to determine whether the accelerated testing passed or failed at the appropriate IWC. Note that the same dilution series should be used in the accelerated testing as was used in the initial test(s) that result in the accelerated testing requirement.

If no pattern of toxicity is found the toxicity episode is considered to be ended and routine testing is to resume. If a pattern of toxicity is found, a TIE/TRE investigation is to be performed. If a pattern of toxicity is not demonstrated but a significant level of erratic toxicity is found, the Division may require an increased frequency of routine monitoring or some other modified approach. The permittee shall provide written notification of the results within 14 calendar days of completion of the Pattern of Toxicity/No Toxicity demonstration.

ii. Toxicity Identification Evaluation (TIE) or Toxicity Reduction Evaluation (TRE)

If a TIE or a TRE is being performed, the results of the investigation are to be received by the Division within 180 calendar days of the demonstration chronic WET in the routine test, as defined above, or if accelerated testing was performed, the date the pattern of toxicity is demonstrated. A status report is to be provided to the Division at the 60 and 120 calendar day points of the TIE or

TRE investigation. The Division may extend the time frame for investigation where reasonable justification exists. A request for an extension must be made in writing and received prior to the 180 calendar day deadline. Such request must include a justification and supporting data for such an extension.

Under a TIE, the permittee may use the time for investigation to conduct a preliminary TIE (PTIE) or move directly into the TIE. A PTIE consists of a brief search for possible sources of WET, where a specific parameter(s) is reasonably suspected to have caused such toxicity, and could be identified more simply and cost effectively than a formal TIE. If the PTIE allows resolution of the WET incident, the TIE need not necessarily be conducted in its entirety. If, however, WET is not identified or resolved during the PTIE, the TIE must be conducted within the allowed 180 calendar day time frame.

The Division recommends that the EPA guidance documents regarding TIEs be followed. If another method is to be used, this procedure should be submitted to the Division prior to initiating the TIE.

If the pollutant(s) causing toxicity is/are identified, and is/are controlled by a permit effluent limitation(s), this permit may be modified upon request to adjust permit requirements regarding the automatic compliance response.

If the pollutant(s) causing toxicity is/are identified, and is/are not controlled by a permit effluent limitation(s), the Division may develop limitations for the parameter(s), and the permit may be reopened to include these limitations.

If the pollutant causing toxicity is not able to be identified, or is unable to be specifically identified, or is not able to be controlled by an effluent limit, the permittee will be required to perform either item 1 or item 2 below.

- 1) Conduct an investigation which demonstrates actual instream aquatic life conditions upstream and downstream of the discharge, or identify, for Division approval, and conduct an alternative investigation which demonstrates the actual instream impact. This should include WET testing and chemical analyses of the ambient water. Depending on the results of the study, the permittee may also be required to identify the control program necessary to eliminate the toxicity and its cost. Data collected may be presented to the WQCC for consideration at the next appropriate triennial review of the stream standards;
- 2) Move to a TRE by identifying the necessary control program or activity and proceed with elimination of the toxicity so as to meet the WET effluent limit.

If toxicity spontaneously disappears in the midst of a TIE, the permittee shall notify the Division within 10 calendar days of such disappearance. The Division may require the permittee to conduct accelerated testing to demonstrate that no pattern of toxicity exists, or may amend the permit to require an increased frequency of WET testing for some period of time. If no pattern of toxicity is demonstrated through the accelerated testing or the increased monitoring frequency, the toxicity incident response will be closed and normal WET testing shall resume.

The control program developed during a TRE consists of the measures determined to be the most feasible to eliminate WET. This may happen through the identification of the toxicant(s) and then a control program aimed specifically at that toxicant(s) or through the identification of more general toxicant treatability processes. A control program is to be developed and submitted to the Division within 180 calendar days of beginning a TRE. Status reports on the TRE are to be provided to the Division at the 60 and 120 calendar day points of the TRE investigation.

If toxicity spontaneously disappears in the midst of a TRE, the permittee shall notify the Division within 10 calendar days of such disappearance. The Division may require the permittee to conduct accelerated testing to demonstrate that no pattern of toxicity exists, or may amend the permit to require an increased frequency for some period of time. If no pattern of toxicity is demonstrated

through the accelerated testing or the increased monitoring frequency, the toxicity incident response will be closed and normal WET testing shall resume.

d. Toxicity Reopener

This permit may be reopened and modified to include additional or modified numerical permit limitations, new or modified compliance response requirements, changes in the WET testing protocol, the addition of both acute and chronic WET requirements, or any other conditions related to the control of toxicants.

6. Compliance Schedule(s)

a. Activities to Meet Total Inorganic Nitrogen (T.I.N.) - In order to meet the limitations, the following schedule for construction (if deemed necessary by the permittee) are included in the permit.

Code	Event	Description	Due Date
06599	Hire a Consultant/ Professional Engineer	Submit a letter of notification that a Colorado licensed engineering consultant has been obtained and funding has been secured for planning aspects	11/30/2021
CS011	Plan, Report, or Scope of Work	Submit a letter reporting progress in obtaining funding for design and construction aspects	11/30/2022
73905	Engineering Plan	Submit a letter of notification that funding has been obtained for design and construction aspects, and final plans specifications have been submitted to the Division. Note that a Site Application and a preliminary design must be submitted and approved by the Division prior to final plans and specifications.	11/30/2023
CS015	Commence Required Work or On-Site Construction	Submit a letter of notification that Final Design Approval has been received from the Division and construction has commenced.	11/30/2024
CS010	Status/Progress Report	Submit a construction progress report summarizing the progress in construction or other activities.	5/31/2025
CS016	Complete Required Work or On-Site Construction	Complete construction of facilities or other appropriate actions, which will allow the permittee to meet the final limitations.	10/31/2025

b. Activities to Meet Dissolved Hexavalent Chromium*, Potentially Dissolved Lead, Total Mercury*, Potentially Dissolved Selenium, Potentially Dissolved Silver, and Nonylphenol* Final Limits - In order to meet the limitations, the following schedule is included in the permit.

Code	Event	Description	Due Date
43699	Facility Evaluation Plan	Submit a report that identifies sources of the above listed parameters to the wastewater treatment facility and identifies strategies to control these sources or treatment alternatives such that compliance with the final limitations may be attained.	11/30/2021

00899	Implementation Schedule	Submit a progress report summarizing the progress in implementing the strategies to control sources such that compliance with the final limitations may be attained.	11/30/2022
CS017	Achieve Final Compliance with Emissions or Discharge Limits	Submit study results that show compliance has been attained with the final limitations.	9/30/2023

* Note that because this parameter has an ADBAC limitation, 2-years of data collection after the end of the compliance schedule will then be collected prior to the effective date of the final limitation.

- c. Activities to Meet Total Recoverable Molybdenum* Final Limits - In order to meet the limitations, the following schedule is included in the permit.

Code	Event	Description	Due Date
43699	Facility Evaluation Plan	Submit a report that identifies sources of the parameters listed above to the wastewater treatment facility and identifies strategies to control these sources or treatment alternatives such that compliance with the final limitations may be attained.	2/28/2023
00899	Implementation Schedule	Submit a progress report summarizing the progress in implementing the strategies to control sources such that compliance with the final limitations may be attained.	2/28/2024
CS017	Achieve Final Compliance with Emissions or Discharge Limits	Submit study results that show compliance has been attained with the final limitations.	2/28/2025

* Note that because this parameter has an ADBAC limitation, 2-years of data collection after the end of the compliance schedule will be needed prior to the effective date of the final limitation.

Regulation 61.8(3)(n)(i) states that a report shall be submitted to the Division no later than 14 calendar days following each date identified in the schedule of compliance. The 14 days have already been incorporated into the above dates and therefore all reports are due on or before the date listed in the table. All documents required by this compliance schedule (except permit modification applications) must be submitted to the Division accompanied by a fully completed "Permit Narrative Conditions Form" available at <https://www.colorado.gov/pacific/cdphe/wq-permit-forms>.

7. Pretreatment Program - Industrial Waste Management

- a. The Permittee has the responsibility to protect the Domestic Wastewater Treatment Works (DWTW), as defined at section 25.8.103(5) of the Colorado Water Quality Control Act, or the Publicly-Owned Treatment Works (POTW), as defined at 40 CFR section 403.3(q) of the federal pretreatment regulations, from pollutants which would cause pass through or interference, as defined at 40 CFR 403.3(p) and (k), or otherwise be incompatible with operation of the treatment works including interference with the use or disposal of municipal sludge.
- b. Pretreatment Standards (40 CFR Section 403.5) developed pursuant to Section 307 of the Federal Clean Water Act (the Act) require that the Permittee shall not allow, under any circumstances, the introduction of the following pollutants to the DWTW from any source of non-domestic discharge:
 - i. Pollutants which create a fire or explosion hazard in the DWTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than sixty (60) degrees Centigrade (140 degrees Fahrenheit) using the test methods specified in 40 CFR Section 261.21;

- ii. Pollutants which will cause corrosive structural damage to the DWTW, but in no case discharges with a pH of lower than 5.0 s.u., unless the treatment facilities are specifically designed to accommodate such discharges;
 - iii. Solid or viscous pollutants in amounts which will cause obstruction to the flow in the DWTW, or otherwise interfere with the operation of the DWTW;
 - iv. Any pollutant, including oxygen demanding pollutants (e.g., BOD), released in a discharge at a flow rate and/or pollutant concentration which will cause Interference with any treatment process at the DWTW;
 - v. Heat in amounts which will inhibit biological activity in the DWTW resulting in Interference, but in no case heat in such quantities that the temperature at the DWTW treatment plant exceeds forty (40) degrees Centigrade (104 degrees Fahrenheit) unless the Approval Authority, upon request of the DWTW, approves alternate temperature limits;
 - vi. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause Interference or Pass Through;
 - vii. Pollutants which result in the presence of toxic gases, vapors, or fumes within the DWTW in a quantity that may cause acute worker health and safety problems;
 - viii. Any trucked or hauled pollutants, except at discharge points designated by the DWTW; and
 - ix. Any specific pollutant that exceeds a local limitation established by the Permittee in accordance with the requirements of 40 CFR Section 403.5(c) and (d).
 - x. Any other pollutant which may cause Pass Through or Interference.
- c. EPA shall be the Approval Authority and the mailing address for all reporting and notifications to the Approval Authority shall be: USEPA 1595 Wynkoop St. 8ENF-W-NP, Denver, CO 80202-1129. Should the State be delegated authority to implement and enforce the Pretreatment Program in the future, the Permittee shall be notified of the delegation and the state permitting authority shall become the Approval Authority.
- d. In addition to the general limitations expressed above, more specific Pretreatment Standards have been and will be promulgated for specific industrial categories under Section 307 of the Act (40 CFR Part 405 et. seq.).
- e. The Permittee must notify the state permitting authority and the Approval Authority, of any new introductions by new or existing industrial users or any substantial change in pollutants from any industrial user within sixty (60) calendar days following the introduction or change. Such notice must identify:
- i. Any new introduction of pollutants into the DWTW from an industrial user which would be subject to Sections 301, 306, or 307 of the Act if it were directly discharging those pollutants; or
 - ii. Any substantial change in the volume or character of pollutants being introduced into the DWTW by any industrial user;
 - iii. For the purposes of this section, adequate notice shall include information on:
 - (A) The identity of the industrial user;
 - (B) The nature and concentration of pollutants in the discharge and the average and maximum flow of the discharge to be introduced into the DWTW; and

- (C) Any anticipated impact of the change on the quantity or quality of effluent to be discharged from or biosolids or sludge produced at such DWTW.
- iv. For the purposes of this section, a significant industrial user shall include:
 - (A) Any discharger subject to Categorical Pretreatment Standards under Section 307 of the Act and 40 CFR chapter I and subchapter N;
 - (B) Any discharger which has a process wastewater flow of 25,000 gallons or more per day;
 - (C) Any discharger contributing five percent or more of the average dry weather hydraulic or organic capacity of the DWTW treatment plant;
 - (D) Any discharger who is designated by the Approval Authority as having a reasonable potential for adversely affecting the DWTW's operation or for violating any Pretreatment Standard or requirements;
- f. At such time as a specific Pretreatment Standard or requirement becomes applicable to an industrial user of the Permittee, the state permitting authority and/or Approval Authority may, as appropriate:
 - i. Amend the Permittee's NPDES discharge permit to require the Permittee to develop and submit an approvable Pretreatment program under a compliance schedule, in accordance with procedures in 40 CFR 403.8(e). The modification of a POTW's NPDES Permit for the purposes of incorporating a POTW Pretreatment Program approved in accordance with the procedure in §403.11 shall be deemed a minor Permit modification subject to the procedures in 40 CFR 122.63(g); or,;
 - ii. Require the Permittee to specify, by ordinance, order, or other enforceable means, the type of pollutant(s) and the maximum amount which may be discharged to the Permittee's DWTW for treatment. Such requirement shall be imposed in a manner consistent with the program development requirements of the General Pretreatment Regulations at 40 CFR Part 403; and/or,
 - iii. Require the Permittee to monitor its discharge for any pollutant which may likely be discharged from the Permittee's DWTW, should the industrial user fail to properly pretreat its waste.

The state permitting authority and the Approval Authority retains, at all times, the right to take legal action against any source of nondomestic discharge, whether directly or indirectly controlled by the Permittee, for violations of a permit, order or similar enforceable mechanism issued by the Permittee, violations of any Pretreatment Standard or requirement, or for failure to discharge at an acceptable level under national standards issued by EPA under 40 CFR, chapter I, subchapter N. In those cases where a CDPS permit violation has occurred because of the failure of the Permittee to properly develop and enforce Pretreatment Standards and requirements as necessary to protect the DWTW, the state permitting authority and/or Approval Authority shall hold the Permittee and/or industrial user responsible and may take legal action against the Permittee as well as the Industrial user(s) contributing to the permit violation.

C. DEFINITION OF TERMS

1. "Acute Toxicity" - The acute toxicity limitation is exceeded if the LC50 is at any effluent concentration less than or equal to the IWC indicated in this permit.
2. "Antidegradation limits" - See "Two (2) - Year Rolling Average".
3. "Applicable water quality criterion (AWQC)" is the quantitation target level or goal. The AWQC may be one of the following:

Where an effluent limit has been established,

- i. The AWQC is the effluent limit.

Where an effluent limit has not been established, the AWQC may be

- i. An applicable technology based effluent limit (TBEL);
- ii. Half of a water quality standard;
- iii. Half of a water quality standard as assessed in the receiving water, or potential WQBEL; or
- iv. Half of a potential antidegradation based effluent limitation, which can be an antidegradation based average concentration or a potential non-impact limit.

4. "Chronic toxicity", which includes lethality and growth or reproduction, occurs when the NOEC and IC25 are at an effluent concentration less than the IWC indicated in this permit.
5. "Composite" sample is a minimum of four (4) grab samples collected at equally spaced two (2) hour intervals and proportioned according to flow. For a SBR type treatment system, a composite sample is defined as sampling equal aliquots during the beginning, middle and end of a decant period, for two consecutive periods during a day (if possible).
6. "Continuous" measurement, is a measurement obtained from an automatic recording device which continually measures the effluent for the parameter in question, or that provides measurements at specified intervals.
7. "Daily Maximum limitation" for all parameters (except temperature, pH, dissolved oxygen, and WET) means the limitation for this parameter shall be applied as an average of all samples collected in one calendar day. For these parameters the DMR shall include the highest of the daily averages. For pH and dissolved oxygen, this means an instantaneous maximum (and/or instantaneous minimum) value. For WET, this means an instantaneous minimum value. The instantaneous value is defined as the analytical result of any individual sample. For pH and dissolved oxygen, DMRs shall include the maximum (and/or minimum) of all instantaneous values within the calendar month. For WET, DMRs shall include the minimum of all instantaneous values within the reporting period. For pH and dissolved oxygen, the value beyond the noted daily maximum limitation for the indicated parameter shall be considered a violation of this permit. For temperature, see Daily Maximum Temperature. For WET violation and failure descriptions, see Part I.B.5.
8. "Daily Maximum Temperature (DM)" is defined in the Basic Standards and Methodologies for Surface Water 1002-31, as the highest two-hour average water temperature recorded during a given 24-hour period. This will be determined using a rolling 2-hour maximum temperature. If data is collected every 15 minutes, a 2 hour maximum can be determined on every data point after the initial 2 hours of collection. Note that the time periods that overlap days (Wednesday night to Thursday morning) do not matter as the reported value on the DMR is the greatest of all the 2-hour averages.

This would continue throughout the course of a calendar day. The highest of these 2 hour averages over a month would be reported on the DMR as the daily maximum temperature. At the end/beginning of a month, the collected data should be used for the month that contains the greatest number of minutes in the 2-hour maximum.

9. "Dissolved (D) metals fraction" is defined in the Basic Standards and Methodologies for Surface Water 1002-31, as that portion of a water and suspended sediment sample which passed through a 0.40 or 0.45 UM (micron) membrane filter. Determinations of "dissolved" constituents are made using the filtrate. This may include some very small (colloidal) suspended particles which passed through the membrane filter as well as the amount of substance present in true chemical solution.
10. "Geometric mean" for *E. coli* bacteria concentrations, the thirty (30) day and seven (7) day averages shall be determined as the geometric mean of all samples collected in a thirty (30) day period and the geometric mean of all samples taken in a seven (7) consecutive day period respectively. The geometric mean may be calculated using two different methods. For the methods shown, a, b, c, d, etc. are individual sample results, and n is the total number of samples.

Method 1:

Geometric Mean = $(a*b*c*d*...)^{(1/n)}$ - means multiply

Method 2:

Geometric Mean = antilog ([log(a)+log(b)+log(c)+log(d)+...]/n)

Graphical methods, even though they may also employ the use of logarithms, may introduce significant error and may not be used.

In calculating the geometric mean, for those individual sample results that are reported by the analytical laboratory to be "less than" a numeric value, a value of 1 should be used in the calculations. If all individual analytical results for the month are reported to be less than numeric values, then report "less than" the largest of those numeric values on the monthly DMR. Otherwise, report the calculated value.

For any individual analytical result of "too numerous to count" (TNTC), that analysis shall be considered to be invalid and another sample shall be promptly collected for analysis. If another sample cannot be collected within the same sampling period for which the invalid sample was collected (during the same month if monthly sampling is required, during the same week if weekly sampling is required, etc.), then the following procedures apply:

- i. A minimum of two samples shall be collected for coliform analysis within the next sampling period.
- ii. If the sampling frequency is monthly or less frequent: For the period with the invalid sample results, leave the spaces on the corresponding DMR for reporting coliform results empty and attach to the DMR a letter noting that a result of TNTC was obtained for that period, and explain why another sample for that period had not been collected.

If the sampling frequency is more frequent than monthly: Eliminate the result of TNTC from any further calculations, and use all the other results obtained within that month for reporting purposes. Attach a letter noting that a result of TNTC was obtained, and list all individual analytical results and corresponding sampling dates for that month.

11. "Grab" sample, is a single "dip and take" sample so as to be representative of the parameter being monitored.
12. "IC25" or "Inhibition Concentration" is a point estimate of the toxicant concentration that would cause a given percent reduction in a non-lethal biological measurement (e.g. growth or reproduction) calculated from a continuous model (i.e. interpolation method). IC25 is a point estimate of the toxic concentration that would cause a 25-percent reduction in a non-lethal biological measurement.
13. "In-situ" measurement is defined as a single reading, observation or measurement taken in the field at the point of discharge.
14. "Instantaneous" measurement is a single reading, observation, or measurement performed on site using existing monitoring facilities.
15. "LC50" or "Lethal Concentration" is the toxic or effluent concentration that would cause death in 50 percent of the test organisms over a specified period of time.
16. "Maximum Weekly Average Temperature (MWAT)" is defined in the Basic Standards and Methodologies for Surface Water 1002-31, as an implementation statistic that is calculated from field monitoring data. The MWAT is calculated as the largest mathematical mean of multiple, equally spaced, daily temperatures over a seven-day consecutive period, with a minimum of three data points spaced equally through the day. For lakes and reservoirs, the MWAT is assumed to be equivalent to the maximum WAT from at least three profiles distributed throughout the growing season (generally July-September).

The MWAT is calculated by averaging all temperature data points collected during a calendar day, and then averaging the daily average temperatures for 7 consecutive days. This 7 day averaging period is a rolling average, i.e. on the 8th day, the MWAT will be the averages of the daily averages of days 2-8. The value to be reported on the DMR is the highest of all the rolling 7-day averages throughout the month. For those days that are at the end/beginning of the month, the data shall be reported for the month that contains 4 of the 7 days.

Day 1: Average of all temperature data collected during the calendar day.

Day 2: Average of all temperature data collected during the calendar day.

Day 3: Average of all temperature data collected during the calendar day.

Day 4: Average of all temperature data collected during the calendar day.

Day 5: Average of all temperature data collected during the calendar day.

Day 6: Average of all temperature data collected during the calendar day.

Day 7: Average of all temperature data collected during the calendar day.

1st MWAT Calculation as average of previous 7 days

Day 8: Average of all temperature data collected during the calendar day.

2nd MWAT Calculation as average of previous 7 days

Day 9: Average of all temperature data collected during the calendar day.

3rd MWAT Calculation as average of previous 7 days

17. "Minimum level (ML)" means the lowest concentration of an analyte that can be accurately and precisely quantified using a given method, as determined by the laboratory.
18. "NOEC" or "No-Observed-Effect-Concentration" is the highest concentration of toxicant to which organisms are exposed in a full life cycle or partial life cycle (short term) test, that causes no observable adverse effects on the test organisms (i.e. the highest concentration of toxicant in which the values for the observed responses are not statistically different from the controls). This value is used, along with other factors, to determine toxicity limits in permits.
19. "Potentially dissolved (PD) metals fraction" is defined in the Basic Standards and Methodologies for Surface Water 1002-31, as that portion of a constituent measured from the filtrate of a water and suspended sediment sample that was first treated with nitric acid to a pH of 2 or less and let stand for 8 to 96 hours prior to sample filtration using a 0.40 or 0.45-UM (micron) membrane filter. Note the "potentially dissolved" method cannot be used where nitric acid will interfere with the analytical procedure used for the constituent measured.
20. "Practical Quantitation Limit (PQL)" means the minimum concentration of an analyte (substance) that can be measured with a high degree of confidence that the analyte is present at or above that concentration. The use of PQL in this document may refer to those PQLs shown in Part I.D of this permit or the PQLs of an individual laboratory.
21. "Quarterly measurement frequency" means samples may be collected at any time during the calendar quarter if a continual discharge occurs. If the discharge is intermittent, then samples shall be collected during the period that discharge occurs.
22. "Recorder" requires the continuous operation of an automatic data retention device for providing required records such as a data logger, a chart and/or totalizer (or drinking water rotor meters or pump hour meters where previously approved.)
23. SAR and Adjusted SAR - The equation for calculation of SAR-adj is:

$$SAR-adj = \frac{Na^+}{\sqrt{\frac{Ca_x + Mg^{++}}{2}}}$$

Where:

- Na+ = Sodium in the effluent reported in meq/l
- Mg++ = Magnesium in the effluent reported in meq/l
- Cax = calcium (in meq/l) in the effluent modified due to the ratio of bicarbonate to calcium

The values for sodium (Na+), calcium (Ca++), bicarbonate (HCO3-) and magnesium (Mg++) in this equation are expressed in units of milliequivalents per liter (meq/l). Generally, data for these parameters are reported in terms of mg/l, which must then be converted to calculate the SAR. The conversions are:

$$\text{meq/l} = \frac{\text{Concentration in mg/l}}{\text{Equivalent weight in mg/meq}}$$

Where the equivalent weights are determined based on the atomic weight of the element divided by the ion's charge:

- Na+ = 23.0 mg/meq (atomic weight of 23, charge of 1)
- Ca++ = 20.0 mg/meq (atomic weight of 40.078, charge of 2)
- Mg++ = 12.15 mg/meq (atomic weight of 24.3, charge of 2)
- HCO3- = 61 mg/mep (atomic weight of 61, charge of 1)

The EC and the HCO3-/Ca++ ratio in the effluent (calculated by dividing the HCO3- in meq/l by the Ca++ in meq/l) are used to determine the Cax using the following table.

Table - Modified Calcium Determination for Adjusted Sodium Adsorption Ratio

		HCO3/Ca Ratio And EC 1, 2, 3											
		Salinity of Effluent (EC)(dS/m)											
		0.1	0.2	0.3	0.5	0.7	1.0	1.5	2.0	3.0	4.0	6.0	8.0
Ratio of HCO3/Ca	.05	13.20	13.61	13.92	14.40	14.79	15.26	15.91	16.43	17.28	17.97	19.07	19.94
	.10	8.31	8.57	8.77	9.07	9.31	9.62	10.02	10.35	10.89	11.32	12.01	12.56
	.15	6.34	6.54	6.69	6.92	7.11	7.34	7.65	7.90	8.31	8.64	9.17	9.58
	.20	5.24	5.40	5.52	5.71	5.87	6.06	6.31	6.52	6.86	7.13	7.57	7.91
	.25	4.51	4.65	4.76	4.92	5.06	5.22	5.44	5.62	5.91	6.15	6.52	6.82
	.30	4.00	4.12	4.21	4.36	4.48	4.62	4.82	4.98	5.24	5.44	5.77	6.04
	.35	3.61	3.72	3.80	3.94	4.04	4.17	4.35	4.49	4.72	4.91	5.21	5.45
	.40	3.30	3.40	3.48	3.60	3.70	3.82	3.98	4.11	4.32	4.49	4.77	4.98
	.45	3.05	3.14	3.22	3.33	3.42	3.53	3.68	3.80	4.00	4.15	4.41	4.61
	.50	2.84	2.93	3.00	3.10	3.19	3.29	3.43	3.54	3.72	3.87	4.11	4.30
	.75	2.17	2.24	2.29	2.37	2.43	2.51	2.62	2.70	2.84	2.95	3.14	3.28
	1.00	1.79	1.85	1.89	1.96	2.01	2.09	2.16	2.23	2.35	2.44	2.59	2.71
	1.25	1.54	1.59	1.63	1.68	1.73	1.78	1.86	1.92	2.02	2.10	2.23	2.33
	1.50	1.37	1.41	1.44	1.49	1.53	1.58	1.65	1.70	1.79	1.86	1.97	2.07
	1.75	1.23	1.27	1.30	1.35	1.38	1.43	1.49	1.54	1.62	1.68	1.78	1.86
	2.00	1.13	1.16	1.19	1.23	1.26	1.31	1.36	1.40	1.48	1.54	1.63	1.70
	2.25	1.04	1.08	1.10	1.14	1.17	1.21	1.26	1.30	1.37	1.42	1.51	1.58
2.50	0.97	1.00	1.02	1.06	1.09	1.12	1.17	1.21	1.27	1.32	1.40	1.47	
3.00	0.85	0.89	0.91	0.94	0.96	1.00	1.04	1.07	1.13	1.17	1.24	1.30	
3.50	0.78	0.80	0.82	0.85	0.87	0.90	0.94	0.97	1.02	1.06	1.12	1.17	
4.00	0.71	0.73	0.75	0.78	0.80	0.82	0.86	0.88	0.93	0.97	1.03	1.07	

4.50	0.66	0.68	0.69	0.72	0.74	0.76	0.79	0.82	0.86	0.90	0.95	0.99
5.00	0.61	0.63	0.65	0.67	0.69	0.71	0.74	0.76	0.80	0.83	0.88	0.93
7.00	0.49	0.50	0.52	0.53	0.55	0.57	0.59	0.61	0.64	0.67	0.71	0.74
10.00	0.39	0.40	0.41	0.42	0.43	0.45	0.47	0.48	0.51	0.53	0.56	0.58
20.00	0.24	0.25	0.26	0.26	0.27	0.28	0.29	0.30	0.32	0.33	0.35	0.37
30.00	0.18	0.19	0.20	0.20	0.21	0.21	0.22	0.23	0.24	0.25	0.27	0.28

- 1 Adapted from Suarez (1981).
- 2 Assumes a soil source of calcium from lime (CaCO₃) or silicates; no precipitation of magnesium, and partial pressure of CO₂ near the soil surface (PCO₂) is 0.0007 atmospheres.
- 3 Cax, HCO₃⁻, Ca are reported in meq/l; EC is in dS/m (deciSiemens per meter).

Because values will not always be quantified at the exact EC or HCO₃⁻/Ca⁺⁺ ratio in the table, the resulting Cax must be determined based on the closest value to the calculated value. For example, for a calculated EC of 2.45 dS/m, the column for the EC of 2.0 would be used. However, for a calculated EC of 5.1, the corresponding column for the EC of 6.0 would be used. Similarly, for a HCO₃⁻/Ca⁺⁺ ratio of 25.1, the row for the 30 ratio would be used.

The Division acknowledges that some effluents may have electrical conductivity levels that fall outside of this table, and others have bicarbonate to calcium ratios that fall outside this table. For example, some data reflect HCO₃⁻/Ca⁺⁺ ratios greater than 30 due to bicarbonate concentrations reported greater than 1000 mg/l versus calcium concentrations generally less than 10 mg/l (i.e., corresponding to HCO₃⁻/Ca⁺⁺ ratios greater than 100). Despite these high values exceeding the chart's boundaries, it is noted that the higher the HCO₃⁻/Ca⁺⁺ ratio, the greater the SAR-adj. Thus, using the Cax values corresponding to the final row containing bicarbonate/calcium ratios of 30, the permittee will actually calculate an SAR-adj that is less than the value calculated if additional rows reflecting HCO₃⁻/Ca⁺⁺ ratios of greater than 100 were added.

24. "Seven (7) day average" means, with the exception of fecal coliform or *E. coli* bacteria (see geometric mean), the arithmetic mean of all samples collected in a seven (7) consecutive day period. Such seven (7) day averages shall be calculated for all calendar weeks, which are defined as beginning on Sunday and ending on Saturday. If the calendar week overlaps two months (i.e. the Sunday is in one month and the Saturday in the following month), the seven (7) day average calculated for that calendar week shall be associated with the month that contains the Saturday. Samples may not be used for more than one (1) reporting period. **(See the "Analytical and Sampling Methods for Monitoring and Reporting Section in Part I.D.5 for guidance on calculating averages and reporting analytical results that are less than the PQL).**
25. "Sufficiently sensitive test procedures":
 - i. An analytical method is "sufficiently sensitive" when the method detects and accurately and precisely quantifies the amount of the analyte. In other words there is a valid positive result; or
 - ii. An analytical method is "sufficiently sensitive" when the method accurately and precisely quantifies the result to the AWQC, as demonstrated by the ML is less than or equal to the AWQC. In other words, the level of precision is adequate to inform decision making; or
 - iii. An analytical method is "sufficiently sensitive" when the method achieves the required level of accuracy and precision, as demonstrated by the ML is less than or equal to the PQL. In other words, the most sensitive method is being used and properly followed.
26. "Thirty (30) day average" means, except for fecal coliform or *E. coli* bacteria (see geometric mean), the arithmetic mean of all samples collected during a thirty (30) consecutive-day period, which represents a calendar month. The permittee shall report the appropriate mean of all self-monitoring sample data collected during the calendar month on the Discharge Monitoring Reports. Samples shall not be used for more than one (1) reporting period. **(See the "Analytical and Sampling Methods for Monitoring and Reporting Section in Part I.D.5 for guidance on calculating averages and reporting analytical results that are less than the PQL).**

27. Toxicity Identification Evaluation (TIE) is a set of site-specific procedures used to identify the specific chemical(s) causing effluent toxicity.
28. "Total Inorganic Nitrogen (T.I.N.)" is an aggregate parameter determined based on ammonia, nitrate and nitrite concentrations. To determine T.I.N. concentrations, the facility must monitor for total ammonia and total nitrate plus nitrite (or nitrate and nitrite individually) on the same days. The calculated T.I.N. concentrations in mg/L shall then be determined as the sum of the analytical results of same-day sampling for total ammonia (as N) in mg/L, and total nitrate plus nitrite (as N) in mg/L (or nitrate as N and nitrite as N individually). From these calculated T.I.N. concentrations, the daily maximum and thirty (30) day average concentrations for T.I.N. shall be determined in the same manner as set out in the definitions for the daily maximum and thirty (30) day average. **(See the "Analytical and Sampling Methods for Monitoring and Reporting Section in Part I.D.5 for guidance on calculating averages and reporting analytical results that are less than the PQL).**
29. "Total Metals" means the concentration of metals determined on an unfiltered sample following vigorous digestion (Section 4.1.3), or the sum of the concentrations of metals in both the dissolved and suspended fractions, as described in Manual of Methods for Chemical Analysis of Water and Wastes, U.S. Environmental Protection Agency, March 1979, or its equivalent.
30. "Total Recoverable Metals" means that portion of a water and suspended sediment sample measured by the total recoverable analytical procedure described in Methods for Chemical Analysis of Water and Wastes, U.S. Environmental Protection Agency, March 1979 or its equivalent.
31. Toxicity Reduction Evaluation (TRE) is a site-specific study conducted in a step-wise process to identify the causative agents of effluent toxicity, isolate the source of toxicity, evaluate the effectiveness of toxicity control options, and then confirm the reduction in effluent toxicity after the control measures are put in place.
32. "Twenty four (24) hour composite" sample is a combination of at least eight (8) sample aliquots of at least 100 milliliters, collected at equally spaced intervals during the operating hours of a facility over a twenty-four (24) hour period. For volatile pollutants, aliquots must be combined in the laboratory immediately before analysis. The composite must be flow proportional; either the time interval between each aliquot or the volume of each aliquot must be proportional to either the wastewater or effluent flow at the time of sampling or the total wastewater or effluent flow since the collection of the previous aliquot. Aliquots may be collected manually or automatically.
33. "Twice Monthly" monitoring frequency means that two samples shall be collected each calendar month on separate weeks with at least one full week between the two sample dates. Also, there shall be at least one full week between the second sample of a month and the first sample of the following month.
34. "Two (2) -Year Rolling Average" (Antidegradation limits)- the average of all monthly average data collected in a two year period. Reporting of two-year rolling average results should begin in the first DMR due once the reporting requirements has been in place for a two year period. To calculate a two-year rolling average, add the current monthly average to the previous 23 monthly averages and divide the total by 24. This methodology continues on a rolling basis as long as the two year rolling average reporting and/or effluent limit applies (i.e., in the first reporting period use data from month 1 to month 24, in the second reporting period use data from month 2 to month 25, then month 3 to month 26, etc). Ongoing reporting is required across permit terms when data is available for a two year period.
35. "Visual" observation is observing the discharge to check for the presence of a visible sheen or floating oil.
36. "Water Quality Control Division" or "Division" means the state Water Quality Control Division as established in 25-8-101 et al.)

Additional relevant definitions are found in the Colorado Water Quality Control Act, CRS §§ 25-8-101 et seq., the Colorado Discharge Permit System Regulations, Regulation 61 (5 CCR 1002-61) and other applicable regulations.

D. GENERAL MONITORING, SAMPLING AND REPORTING REQUIREMENTS

1. Routine Reporting of Data

Reporting of the data gathered in compliance with Part I.A or Part I.B shall be on a **monthly** basis. Reporting of all data gathered shall comply with the requirements of Part I.D. (General Requirements).

Monitoring results shall be summarized for each calendar month via the division's NetDMR service unless a waiver is granted in compliance with 40 CFR 127. If a waiver is granted, monitoring results shall be reported on division approved discharge monitoring report (DMR) forms (EPA form 3320-1).

Reporting No Discharge:

If no discharge occurs during the reporting period, a DMR must still be submitted. However, "No Discharge" shall be reported on the paper DMR and if reporting electronically please use the No Data Code (NODI) "C" for No Discharge in NetDMR.

When submitting monitoring results via NetDMR, the Copy of Record shall reflect that the DMR was signed and submitted no later than the 28th day of the month following the reporting period. If submitting DMRs by mail, which is only allowed if a waiver has been granted, one copy of the DMR form shall be mailed to the division at the address provided below, so that the DMR is received no later than the 28th day of the month following the reporting period.

If mailing, the original signed copy of each DMR shall be submitted to the division at the following address:

Colorado Department of Public Health and Environment
Water Quality Control Division
WQCD-P-B2
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

The Discharge Monitoring Report paper and electronic forms shall be filled out accurately and completely in accordance with the requirements of this permit and the instructions on the forms; and signed by an authorized person as identified in Part II.K.1.

2. Annual Biosolids Report

The permittee shall provide the results of all biosolids monitoring and information on management practices, land application sites, site restrictions and certifications. Such information shall be provided no later than **February 19th** of each year. Reports shall be submitted addressing all such activities that occurred in the previous calendar year. If no biosolids were applied to the land during the reporting period, "no biosolids applied" shall be reported. Until further notice, biosolids monitoring results shall be reported on forms, or copies of forms, provided by the Division. Annual Biosolids Reports required herein, shall be signed and certified in accordance with the Signatory Requirements, Part I.D.1, and submitted as follows:

The original copy of each form shall be submitted to the following address:

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT,
WATER QUALITY CONTROL DIVISION
WQCD-PERMITS-B2
4300 CHERRY CREEK DRIVE SOUTH
DENVER, COLORADO 80246-1530

A copy of each form shall be submitted electronically or to the following address if any one of below conditions applies to this facility:

1. design flow rate is equal to or greater than one million gallons per day,

2. serves 10,000 people or more, or
3. is required to have an approved pretreatment program.

EPA BIOSOLIDS CENTER
EPA REGION 7
WWPD/WENF
11201 RENNER BOULEVARD
LENEXA, KANSAS 66219

ATTENTION: BIOSOLIDS PROGRAM MANAGER

3. Representative Sampling

Samples and measurements taken for the respective identified monitoring points as required herein shall be representative of the volume and nature of: 1) all influent wastes received at the facility, including septage, biosolids, etc.; 2) the monitored effluent discharged from the facility; and 3) biosolids produced at the facility. All samples shall be taken at the monitoring points specified in this permit and, unless otherwise specified, before the influent, effluent, or biosolids wastestream joins or is diluted by any other wastestream, body of water, or substance. Monitoring points shall not be changed without notification to and prior approval by the Division.

4. Influent and Effluent Sampling Points

Influent and effluent sampling points shall be so designed or modified so that: 1) a sample of the influent can be obtained after preliminary treatment and prior to primary or biological treatment and 2) a sample of the effluent can be obtained at a point after the final treatment process and prior to discharge to state waters. The permittee shall provide access to the Division to sample at these points.

5. Analytical and Sampling Methods for Monitoring and Reporting

The permittee shall install, calibrate, use and maintain monitoring methods and equipment, including biological and indicated pollutant monitoring methods. All sampling shall be performed by the permittee according to specified methods in 40 C.F.R. Part 136; methods approved by EPA pursuant to 40 C.F.R. Part 136; or methods approved by the division in the absence of a method specified in or approved pursuant to 40 C.F.R. Part 136.

The permittee may use an equivalent and acceptable alternative to an EPA-approved method without EPA review where the requirements of 40 CFR Part 136.6 are met and documented. The permittee may use an Alternative Test Procedure (ATP). An ATP is defined as a way in which an analyte is identified and quantified that is reviewed and approved by EPA in accordance with 40 CFR Part 136.4 for nationwide use, or a modification to a 40 CFR 136 approved method that is reviewed and approved by EPA in accordance with 40 CFR Part 136.5 for limited use.

- a. The permittee must select a test procedure that is "sufficiently sensitive" for all monitoring conducted in accordance with this permit.
- b. The PQLs for specific parameters are listed in the table below.
- c. If the permit contains an interim effluent limitation (a limit is report until such time as a numeric effluent limit becomes effective) for a parameter, the final numeric effluent limit shall be considered the AWQC for the purpose of determining whether a test method is sufficiently sensitive.
- d. When the analytical method which complies with the above requirements has an ML greater than the permit limit, and the permittee's analytical result is less than the ML, the permittee shall report "BDL" on the DMR. Such reports will not be considered as violations of the permit limit, as long as the method is sufficiently sensitive. For parameters that have a report only limitation, and the

permittee's analytical result is less than the ML, (where X = the ML) "< X" shall be reported on the DMR.

- e. In the calculation of average concentrations (i.e. 7- day, 30-day average, 2-year rolling average) any individual analytical result that is less than the ML shall be considered to be zero for the calculation purposes. When reporting:

If all individual analytical results are less than the ML, the permittee shall report either "BDL" or "<X" (where X = the ML), following the guidance above.

If one or more individual results is greater than the ML, an average shall be calculated and reported. Note that it does not matter if the final calculated average is greater or less than the ML, it must be reported as a value.

Table Practical quantitation limits - Metals, inorganics, nutrients, radiological parameters, and nonylphenol

Parameter	Reporting Units	PQL	Parameter	Reporting Units	PQL
Aluminum	µg/L ¹	15	Ammonia Nitrogen	mg/L ² N	0.2
Antimony	µg/L	2	Nitrate+Nitrite Nitrogen	mg/L N	0.1
Arsenic	µg/L	1	Nitrate Nitrogen	mg/L N	0.1
Barium	µg/L	1	Nitrite Nitrogen	mg/L N	0.05
Beryllium	µg/L	2	Total Kjeldahl Nitrogen	mg/L N	0.5
Boron	µg/L	20	Total Nitrogen	mg/L N	0.5
Cadmium	µg/L	0.5	Total Inorganic Nitrogen	mg/L N	0.2
Calcium	µg/L	120	Phosphorus	mg/L P	0.05 ³
Chromium	µg/L	20	BOD/CBOD	mg/L	2
Chromium, Trivalent	µg/L	---	Chloride	mg/L	2
Chromium, Hexavalent	µg/L	20 ^{3, 4}	Total Residual Chlorine, DPD	mg/L	0.5
Copper	µg/L	2	Total Residual Chlorine, Amperimetric	mg/L	0.05
Iron	µg/L	20 ³	Cyanide	µg/L	10 ³
Lead	µg/L	0.5	Fluoride	mg/L	0.5
Magnesium	µg/L	35	Phenols	µg/L	30
Manganese	µg/L	2	Sulfate	mg/L	2
Mercury	µg/L	0.2 ³	Sulfide	mg/L H ₂ S	0.1
Mercury, Low Level	µg/L	0.002	Total Dissolved Solids (TDS)	mg/L	10
Molybdenum	µg/L	0.5	Total Suspended Solids (TSS)	mg/L	5
Nickel	µg/L	1	Radium-226	pCi/L	1
Selenium	µg/ L	1 ³	Radium-228	pCi/L	1
Silver	µg/ L	0.5	Uranium	µg/ L	1
Sodium	µg/ L	150	Nonylphenol, ASTM D7065	µg/ L	10
Thallium	µg/ L	0.5			

Parameter	Reporting Units	PQL	Parameter	Reporting Units	PQL
Zinc	µg/ L	10			

¹ µg/L = micrograms per liter

² mg/L = milligrams per liter

³ PQL established based on parameter specific evaluation

⁴ For hexavalent chromium, samples must be unacidified so dissolved concentrations will be measured rather than potentially dissolved concentrations.

6. Flow Measuring Devices

Unless exempted in Part I.A of this permit, flow metering at the headworks shall be provided to give representative values of throughput and treatment of the wastewater system. The metering device shall be equipped with a local flow indication instrument and a flow indication-recording-totalization device suitable for providing permanent flow records, which should be in the plant control building.

For mechanical facilities, where influent flow metering is not practical and the same results may be obtained from metering at the effluent end of the treatment facility, this type of flow metering arrangement will be considered, and if approved, noted in Part I.A of this permit. For lagoons, an instantaneous or continuous effluent flow measuring device shall be required in addition to the above described influent flow measuring device.

At the request of the Division, the permittee must be able to show proof of the accuracy of any flow-measuring device used in obtaining data submitted in the monitoring report. The flow-measuring device must indicate values within ten (10) percent of the actual flow being measured.

..

PART II

Part II contains standard conditions required by federal regulation to be included in all NPDES permits (see 40 C.F.R. 122.41). Part I contains permit specific requirements. To the extent that Part I conflicts with the standard terms and conditions of Part II, the requirements of Part I shall control.

A. DUTY TO COMPLY

1. The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Water Quality Control Act and is grounds for: 1) enforcement action; 2) permit termination, revocation and reissuance, or modification; or 3) denial of a permit renewal application.

2. Federal Enforcement:

- a. The permittee shall comply with effluent standards or prohibitions established under section 307(a) of the Clean Water Act for toxic pollutants and with standards for sewage sludge use or disposal established under section 405(d) of the CWA within the time provided in the regulations that establish these standards or prohibitions or standards for sewage sludge use or disposal, even if the permit has not yet been modified to incorporate the requirement.
- b. The Clean Water Act provides that any person who violates section 301, 302, 306, 307, 308, 318 or 405 of the Act, or any permit condition or limitation implementing any such sections in a permit issued under section 402, or any requirement imposed in a pretreatment program approved under sections 402(a)(3) or 402(b)(8) of the Act, is subject to a civil penalty not to exceed \$25,000 per day for each violation. The Clean Water Act provides that any person who *negligently* violates sections 301, 302, 306, 307, 308, 318, or 405 of the Act, or any condition or limitation implementing any of such sections in a permit issued under section 402 of the Act, or any requirement imposed in a pretreatment program approved under section 402(a)(3) or 402(b)(8) of the Act, is subject to criminal penalties of \$2,500 to \$25,000 per day of violation, or imprisonment of not more than 1 year, or both. In the case of a second or subsequent conviction for a negligent violation, a person shall be subject to criminal penalties of not more than \$50,000 per day of violation, or by imprisonment of not more than 2 years, or both. Any person who *knowingly* violates such sections, or such conditions or limitations is subject to criminal penalties of \$5,000 to \$50,000 per day of violation, or imprisonment for not more than 3 years, or both. In the case of a second or subsequent conviction for a knowing violation, a person shall be subject to criminal penalties of not more than \$100,000 per day of violation, or imprisonment of not more than 6 years, or both. Any person who knowingly violates section 301, 302, 303, 306, 307, 308, 318 or 405 of the Act, or any permit condition or limitation implementing any of such sections in a permit issued under section 402 of the Act, and who knows at that time that he thereby places another person in imminent danger of death or serious bodily injury, shall, upon conviction, be subject to a fine of not more than \$250,000 or imprisonment of not more than 15 years, or both. In the case of a second or subsequent conviction for a knowing endangerment violation, a person shall be subject to a fine of not more than \$500,000 or by imprisonment of not more than 30 years, or both. An organization, as defined in section 309(c)(3)(B)(iii) of the CWA, shall, upon conviction of violating the imminent danger provision, be subject to a fine of not more than \$1,000,000 and can be fined up to \$2,000,000 for second or subsequent convictions.
- c. Any person may be assessed an administrative penalty by the Administrator for violating section 301, 302, 306, 307, 308, 318 or 405 of this Act, or any permit condition or limitation implementing any of such sections in a permit issued under section 402 of this Act. Administrative penalties for Class I violations are not to exceed \$10,000 per violation, with the maximum amount of any Class I penalty assessed not to exceed \$25,000. Penalties for Class II violations are not to exceed \$10,000 per day for each day during which the violation continues, with the maximum amount of any Class II penalty not to exceed \$125,000.

B. DUTY TO REAPPLY

If the permittee plans to continue an activity regulated by this permit after the expiration date of this permit, they must apply for and obtain a new permit within 180 days as required by Regulation 61.4 and 61.10.

C. NEED TO HALT OR REDUCE ACTIVITY NOT A DEFENSE

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

D. DUTY TO MITIGATE

A permittee must take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

E. PROPER OPERATION AND MAINTENANCE

A permittee must at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) that are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems which are installed only when the operation is necessary to achieve compliance with the conditions of this permit.

F. PERMIT ACTIONS

This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. Any request for modification, revocation, reissuance, or termination under this permit must comply with all terms and conditions of Regulation 61.8(8).

G. PROPERTY RIGHTS

In accordance with 40 CFR §122.41(g) and Regulation 61.8(9):

1. The issuance of a permit does not convey any property or water rights in either real or personal property, or stream flows or any exclusive privilege.
2. The issuance of a permit does not authorize any injury to person or property or any invasion of personal rights, nor does it authorize the infringement of federal, state, or local laws or regulations.
3. Except for any toxic effluent standard or prohibition imposed under Section 307 of the Clean Water Act or any standard for sewage sludge use or disposal under Section 405(d) of the Federal act, compliance with a permit during its term constitutes compliance, for purposes of enforcement, with Sections 301, 302, 306, 318, 403, and 405(a) and (b) of the Clean Water Act. However, a permit may be modified, revoked and reissued, or terminated during its term for cause as set forth in Section 61.8(8) of the Colorado Discharge Permit System Regulations.

H. DUTY TO PROVIDE INFORMATION

The permittee shall furnish to the division, within a reasonable time, any information which the division may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish to the division, upon request, copies of records required to be kept by this permit in accordance with 40 CFR §122.41(h) and/or Regulation 61.8(3)(q).

I. INSPECTION AND ENTRY

The permittee shall allow the division and the authorized representative, including U.S. EPA, and/or their authorized representatives (including an authorized contractor acting as their representative), upon the presentation of credentials as required by law, to conduct inspections in accordance with 40 CFR §122.41(i), Regulation 61.8(3), and Regulation 61.8(4):

1. To enter upon the permittee's premises where a regulated facility or activity is located or conducted in which any records are required to be kept under the terms and conditions of this permit;

2. At reasonable times to have access to and copy any records required to be kept under the terms and conditions of this permit and to inspect any facilities, equipment (including monitoring and control equipment), practices, operations or monitoring method regulated or required in the permit;
3. To enter upon the permittee's premises in a reasonable manner and at a reasonable time to inspect or investigate, any actual, suspected, or potential source of water pollution, or to ascertain compliance or noncompliance with the Colorado Water Quality Control Act or any other applicable state or federal statute or regulation or any order promulgated by the division, and;
4. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act, any substances or parameters at any location.

J. MONITORING AND RECORDS

1. Samples and measurements taken for the purpose of monitoring must be representative of the volume and nature of the monitored activity.
2. Monitoring must be conducted according to test procedures approved under 40 C.F.R. part 136 for the analyses of pollutants unless another method is required under 40 C.F.R. subchapters N or O. In the case of pollutants for which there are no approved methods under 40 C.F.R. part 136 or otherwise required under 40 C.F.R. subchapters N or O, monitoring must be conducted according to a test procedure specified in this permit for such pollutants.
3. Except for records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities, which shall be retained for a period of at least five years (or longer as required by 40 CFR part 503), the permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of the sample, measurement, report or application. This period may be extended by request of the Director at any time.
4. Records of monitoring information must include:
 - a. The date, exact place, and time of sampling or measurements;
 - b. The individual(s) who performed the sampling or measurements;
 - c. The date(s) analyses were performed
 - d. The individual(s) who performed the analyses;
 - e. The analytical techniques or methods used; and
 - f. The results of such analyses.
5. The permittee shall install, calibrate, use and maintain monitoring methods and equipment, including biological and indicated pollutant monitoring methods. All sampling shall be performed by the permittee according to specified methods in 40 C.F.R. Part 136; methods approved by EPA pursuant to 40 C.F.R. Part 136; or methods approved by the National ATP Coordinator in the absence of a method specified in or approved pursuant to 40 C.F.R. Part 136.
6. The permittee shall retain for a minimum of three (3) years records of all monitoring information, including all original strip chart recordings for continuous monitoring instrumentation, all calibration and maintenance records, copies of all reports required by this permit and records of all data used to complete the application for this permit. This period of retention shall be extended during the course of any unresolved litigation regarding the discharge of pollutants by the permittee or when requested by the Division or Regional Administrator.

K. SIGNATORY REQUIREMENTS

1. Authorization to Sign: All documents required to be submitted to the division by the permit must be signed in accordance with 40 CFR §122.22, Regulation 61.4, and the following criteria:
 - a. For a corporation: By a responsible corporate officer. For the purpose of this subsection, a responsible corporate officer means: (i) a president, treasurer, or vice president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or (ii) the manager of one or more manufacturing, production, or

operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

- b. For a partnership or sole proprietorship: By a general partner or the proprietor, respectively; or
 - c. For a municipality, state, federal, or other public agency: By either a principal executive officer or ranking elected official. For purposes of this subsection, a principal executive officer of a federal agency includes (i) the chief executive officer of the agency, or (ii) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency. (e.g., Regional Administrator of EPA).
 - d. By a duly authorized representative in accordance with 40 C.F.R. 122.22(b), only if:
 - i. the authorization is made in writing by a person described in Part II.K.1.a, b, or c above;
 - ii. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position); and,
 - iii. The written authorization is submitted to the Division.
2. Any person(s) signing documents required for submittal to the Division must make the following certification:
"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."
3. The CWA provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.

L. REPORTING REQUIREMENTS

1. **Planned Changes:** The permittee shall give advance notice to the division, in writing, of any planned physical alterations or additions to the permitted facility in accordance with 40 CFR §122.41(I) and Regulation 61.8(5)(a) and Part II.O. of this permit. Notice is required only when:
 - a. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR §122.29(b); or
 - b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under 40 CFR §122.41(a)(1).
 - c. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.
2. **Anticipated Non-Compliance:** The permittee shall give advance notice to the division, in writing, of any planned changes in the permitted facility or activity that may result in noncompliance with permit

requirements. The timing of notification requirements differs based on the type of non-compliance as described below.

3. **Transfer of Ownership or Control:** The permittee shall notify the division, in writing, thirty (30) calendar days in advance of a proposed transfer of the permit. This permit is not transferable to any person except after notice to the division. The division may require modification or revocation and reissuance of the permit to change the name of the permittee and incorporate such other requirements as may be necessary under the Clean Water Act.
4. **Monitoring reports:** Monitoring results must be reported at the intervals specified in this permit.
 - a. If the permittee monitors any pollutant at the approved monitoring locations listed in Part I.A.1 more frequently than that required by this permit using test procedures approved under 40 CFR Part 136, or another method required for an industry-specific waste stream under 40 CFR subchapters N or O, the results of such monitoring shall be included in the calculation and reporting of the data submitted in the DMR or sludge reporting form specified by the Director.
 - b. Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified by the Division in the permit.
5. **Compliance Schedules:** Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule in the permit, shall be submitted on the date listed in the compliance schedule section. The fourteen (14) calendar day provision in Regulation 61.8(4)(n)(i) has been incorporated into the due date.
6. **Twenty-four hour reporting:**
 - a. In addition to the reports required elsewhere in this permit, the permittee shall report the following circumstances orally within twenty-four (24) hours from the time the permittee becomes aware of the circumstances, and shall mail to the division a written report containing the information requested within five (5) working days after becoming aware of the following circumstances:
 - i. Circumstances leading to any noncompliance which may endanger health or the environment regardless of the cause of the incident;
 - ii. Circumstances leading to any unanticipated bypass which exceeds any effluent limitations in the permit;
 - iii. Circumstances leading to any upset which causes an exceedance of any effluent limitation in the permit; or
 - iv. Daily maximum violations for any of the pollutants limited by Part I.A of this permit as specified in Part III of this permit]. This includes any toxic pollutant or hazardous substance or any pollutant specifically identified as the method to control any toxic pollutant or hazardous substance.
 - b. The report shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times), and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.
 - c. For noncompliance events related to combined sewer overflows, sanitary sewer overflows, or bypass events, these reports must include the data described above (with the exception of time of discovery) as well as the type of event (combined sewer overflows, sanitary sewer overflows, or bypass events), type of sewer overflow structure (*e.g.*, manhole, combine sewer overflow outfall), discharge volumes untreated by the treatment works treating domestic sewage, types of human health and environmental impacts of the sewer overflow event, and whether the noncompliance was related to wet weather.
 - i. As of December 21, 2020 all reports related to combined sewer overflows, sanitary sewer overflows, or bypass events submitted in compliance with this section must be submitted electronically by the permittee to the Division.
7. **Other non-compliance:** A permittee must report all instances of noncompliance at the time monitoring reports are due. These reports may be submitted annually in accordance with Regulation 61.8(4)(p) and/or 61.8(5)(f), but may be submitted at a more frequent interval.

8. Other information: Where a permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application, or in any report to the division it has a duty to promptly submit such facts or information.

M. BYPASS

1. Definitions:
 - a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility in accordance with Regulation 61.2(12).
 - b. Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production. See 40 CFR §122.41(m)(1)(ii).
2. Bypass not exceeding limitations. You may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Appendix I, Subsections I.13.3 and I.13.4. See 40 CFR §122.41(m)(2).
3. Notice of bypass:
 - a. Anticipated bypass. If you know in advance of the need for a bypass, you must submit prior notice, if possible at least ten days before the date of the bypass. See 40 CFR §122.41(m)(3)(i).
 - b. Unanticipated bypass. You must submit notice of an unanticipated bypass as required in Appendix I, Part II.L.6. See 40 CFR §122.41(m)(3)(ii).
4. Prohibition of Bypass: Bypasses are prohibited and the division may take enforcement action against the permittee for bypass, unless:
 - a. the bypass is unavoidable to prevent loss of life, personal injury, or severe property damage;
 - b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - c. proper notices were submitted to the division.
 - i. The Division may approve an anticipated bypass, after considering its adverse effects, if the Division determines that it will meet the three conditions listed.

N. UPSET

1. Definition: "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. In accordance with 40 CFR §122.41(n) and Regulation 61.2(114), an upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.
2. Effect of an upset: An upset constitutes an affirmative defense to an action brought for noncompliance with permit effluent limitations if the requirements of section 3 are met. A determination made during administrative review of claims that noncompliance was caused by upset is final administrative action subject to judicial review in accordance with Regulation 61.8(3)(j).

****special note:**** *this provision is consistent with the definition of "Upset" as codified in Regulation 61.2(113). However, the Colorado regulatory definition of upset is less stringent than the federal code of regulations, which restricts the use of an upset defense to noncompliance with technology-based permit effluent limitations only.*

3. Conditions necessary for demonstration of an Upset: A permittee who wishes to establish the affirmative defense of upset shall provide the information required at 5 C.C.R. § 1002-61.8(3)(j) through properly signed contemporaneous operating logs, or other relevant evidence that:
 - a. an upset occurred and the permittee can identify the cause(s) of the upset;
 - b. the permitted facility was at the time being properly maintained; and
 - c. the permittee submitted notice of the upset as required in Part II.L.7 (24-hour notice); and
 - d. The permittee complied with any remedial measure necessary to minimize or prevent any discharge or sludge use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. See also 40 C.F.R. 122.41(n)(3)(i)-(iv).

****special note:**** this provision is consistent with the definition of "Upset" as codified in Regulation 61.2(114). However, the Colorado regulatory definition of upset is less stringent than the federal code of regulations, which restricts the use of an upset defense to noncompliance with technology-based permit effluent limitations only. Colorado's regulatory definition of bypass is less stringent than the requirements of the federal Clean Water Act.

4. In addition to the demonstration required above, a permittee who wishes to establish the affirmative defense of upset for a violation of effluent limitations based upon water quality standards shall also demonstrate through monitoring, modeling or other methods that the relevant standards were achieved in the receiving water.
5. Burden of Proof: In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.

O. REOPENER CLAUSE

Procedures for modification or revocation. Permit modification or revocation of this permit or coverage under this permit will be conducted according to Regulation 61.8(8). This permit may be reopened and modified (following proper administrative procedures) to include the appropriate effluent limitations (and compliance schedule, if necessary), or their appropriate requirements if one of the following events occurs, including but not limited to:

1. Water Quality Standards: The water quality standards of the receiving water(s) to which the permittee discharges are modified in such a manner as to require different effluent limits than contained in this permit.
2. Wasteload Allocation: A wasteload allocation is developed and approved by the State of Colorado and/or EPA for incorporation in this permit.
3. Discharger-specific variance: A variance is adopted by the Water Quality Control Commission.

P. OTHER INFORMATION

When the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Division or U.S. EPA, the Discharger shall promptly submit such facts or information.

Q. SEVERABILITY

The provisions of this permit are severable. If any provisions or the application of any provision of this permit to any circumstances, is held invalid, the application of such provision to other circumstances and the application of the remainder of this permit shall not be affected.

R. NOTIFICATION REQUIREMENTS

1. Notification to Parties: All notification requirements shall be directed as follows:
 - a. Oral Notifications, during normal business hours shall be to:
CDPHE-Emergency Reporting Line: 1-877-518-5608; or

Water Quality Protection Section - Domestic Compliance Program
Water Quality Control Division

Telephone: (303) 692-3500

After hours notifications should be made to the CDPHE-Emergency Reporting Line: 1-877-518-5608.

- b. Written notification shall be to:
Water Quality Protection Section - Domestic Compliance Program
Water Quality Control Division
Colorado Department of Public Health and Environment
WQCD-WQP-B2
4300 Cherry Creek Drive South
Denver, CO 80246-1530

S. RESPONSIBILITIES

Reduction, Loss, or Failure of Treatment Facility: The permittee has the duty to halt or reduce any activity if necessary to maintain compliance with the effluent limitations of the permit. It shall not be a defense for a permittee in an enforcement action that it would be necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

T. OIL AND HAZARDOUS SUBSTANCES LIABILITY

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject to under Section 311 (Oil and Hazardous Substance Liability) of the Clean Water Act.

U. EMERGENCY POWERS

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable State law or regulation under authority granted by Section 510 of the Clean Water Act.

V. CONFIDENTIALITY

Any information relating to any secret process, method of manufacture or production, or sales or marketing data which has been declared confidential by the permittee, and which may be acquired, ascertained, or discovered, whether in any sampling investigation, emergency investigation, Colorado Open Records Act (CORA) request, or otherwise, shall not be publicly disclosed by any member, officer, or employee of the Water Quality Control Commission or the division, but shall be kept confidential. Any person seeking to invoke the protection of this section shall bear the burden of proving its applicability. This section shall never be interpreted as preventing full disclosure of effluent data.

W. FEES

The permittee is required to submit payment of an annual fee as set forth in the 2016 amendments to the Water Quality Control Act. Section 25-8-502 (1.1) (b), and the Regulation 61.15 as amended. Failure to submit the required fee when due and payable is a violation of the permit and will result in enforcement action pursuant to Section 25-8-601 et. seq., C.R.S.1973 as amended.

X. DURATION OF PERMIT

The duration of a permit shall be for a fixed term and shall not exceed five (5) years. If the permittee desires to continue to discharge, a permit renewal application shall be submitted at least one hundred eighty (180) calendar days before this permit expires. Filing of a timely and complete application shall cause the expired permit to continue in force to the effective date of the new permit. The permit's duration may be extended only through administrative extensions and not through interim modifications. If the permittee anticipates there will be no discharge after the expiration date of this permit, the division should be promptly notified so that it can terminate the permit in accordance with Regulation 61.

Y. SECTION 307 TOXICS

If a toxic effluent standard or prohibition, including any applicable schedule of compliance specified, is established by regulation pursuant to section 307 of the clean water act for a toxic pollutant which is present in the permittee's discharge and such standard or prohibition is more stringent than any limitation upon such pollutant in the discharge permit, the division shall institute proceedings to modify or revoke and reissue the permit to conform to the toxic effluent standard or prohibition.

- a. Compliance with a permit condition which implements a particular standard for biosolid use or disposal shall be an affirmative defense in any enforcement action brought for a violation of that standard for biosolid use or disposal.

PART III

Table I—Testing Requirements for Organic Toxic Pollutants by Industrial Category for Existing Dischargers
Industry Category

Adhesives and sealants	Ore mining
Aluminum forming	Organic chemicals manufacturing
Auto and other laundries	Paint and ink formulation
Battery manufacturing	Pesticides
Coal mining	Petroleum refining
Coil coating	Pharmaceutical preparations
Copper forming	Photographic equipment and supplies
Electrical and electronic components	Plastics processing
Electroplating	Plastic and synthetic materials manufacturing
Explosives manufacturing	Porcelain enameling
Foundries	Printing and publishing
Gum and wood chemicals	Pulp and paper mills
Inorganic chemicals manufacturing	Rubber processing
Iron and steel manufacturing	Soap and detergent manufacturing
Leather tanning and finishing	Steam electric power plants
Mechanical products manufacturing	Textile mills
Nonferrous metals manufacturing	Timber products processing

Table II—Organic Toxic Pollutants in Each of Four Fractions in Analysis by Gas Chromatography/Mass

Volatiles	Acid Compounds	Base/Neutral	Pesticides
1V acrolein	1A 2-chlorophenol	1B acenaphthene	1P aldrin
2V acrylonitrile	2A 2,4-dichlorophenol	2B acenaphthylene	2P alpha-BHC
3V benzene	3A 2,4-dimethylphenol	3B anthracene	3P beta-BHC
5V bromoform	4A 4,6-dinitro-o-cresol	4B benzidine	4P gamma-BHC
6V carbon tetrachloride	5A 2,4-dinitrophenol	5B benzo(a)anthracene	5P delta-BHC
7V chlorobenzene	6A 2-nitrophenol	6B benzo(a)pyrene	6P chlordane
8V chlorodibromomethane	7A 4-nitrophenol	7B 3,4-benzofluoranthene	7P 4,4'-DDT
9V chloroethane	8A p-chloro-m-cresol	8B benzo(ghi)perylene	8P 4,4'-DDE
10V 2-chloroethylvinyl ether	9A pentachlorophenol	9B benzo(k)fluoranthene	9P 4,4'-DDD
11V chloroform	10A phenol	10B bis(2-chloroethoxy)methane	10P dieldrin
12V dichlorobromomethane	11A 2,4,6-trichlorophenol	11B bis(2-chloroethyl)ether	11P alpha-endosulfan
14V 1,1-dichloroethane		12B bis(2-chloroisopropyl)ether	12P beta-endosulfan
15V 1,2-dichloroethane		13B bis(2-ethylhexyl)phthalate	13P endosulfan sulfate
16V 1,1-dichloroethylene		14B 4-bromophenyl phenyl ether	14P endrin
17V 1,2-dichloropropane		15B butylbenzyl phthalate	15P endrin aldehyde
18V 1,3-dichloropropylene		16B 2-chloronaphthalene	16P heptachlor
19V ethylbenzene		17B 4-chlorophenyl phenyl ether	17P heptachlor epoxide
20V methyl bromide		18B chrysene	18P PCB-1242
21V methyl chloride		19B dibenzo(a,h)anthracene	19P PCB-1254
22V methylene chloride		20B 1,2-dichlorobenzene	20P PCB-1221
23V 1,1,2,2-tetrachloroethane		21B 1,3-dichlorobenzene	21P PCB-1232
24V tetrachloroethylene		22B 1,4-dichlorobenzene	22P PCB-1248
25V toluene		23B 3,3'-dichlorobenzidine	23P PCB-1260
26V 1,2-trans-dichloroethylene		24B diethyl phthalate	24P PCB-1016
27V 1,1,1-trichloroethane		25B dimethyl phthalate	25P toxaphene
28V 1,1,2-trichloroethane		26B di-n-butyl phthalate	
29V trichloroethylene		27B 2,4-dinitrotoluene	
31V vinyl chloride		28B 2,6-dinitrotoluene	
		29B di-n-octyl phthalate	
		30B 1,2-diphenylhydrazine (as azobenzene)	
		31B fluoranthene	
		32B fluorene	
		33B hexachlorobenzene	
		34B hexachlorobutadiene	
		35B hexachlorocyclopentadiene	
		36B hexachloroethane	
		37B indeno(1,2,3-cd)pyrene	
		38B isophorone	
		39B naphthalene	
		40B nitrobenzene	
		41B N-nitrosodimethylamine	
		42B N-nitrosodi-n-propylamine	
		43B N-nitrosodiphenylamine	
		44B phenanthrene	
		45B pyrene	
		46B 1,2,4-trichlorobenzene	

Table III—Other Toxic Pollutants (Metals and Cyanide) and Total Phenols

Antimony, Total
Arsenic, Total
Beryllium, Total
Cadmium, Total
Chromium, Total
Copper, Total
Lead, Total
Mercury, Total
Nickel, Total
Selenium, Total
Silver, Total
Thallium, Total
Zinc, Total
Cyanide, Total
Phenols, Total

Table IV—Conventional and Nonconventional Pollutants Required To Be Tested by Existing Dischargers if Expected to be Present

Bromide
Chlorine, Total Residual
Color
Fecal Coliform
Fluoride
Nitrate-Nitrite
Nitrogen, Total Organic
Oil and Grease
Phosphorus, Total
Radioactivity
Sulfate
Sulfide
Sulfite
Surfactants
Aluminum, Total
Barium, Total
Boron, Total
Cobalt, Total
Iron, Total
Magnesium, Total
Molybdenum, Total
Manganese, Total
Tin, Total
Titanium, Total

Table V—Toxic Pollutants and Hazardous Substances Required To Be Identified by Existing Dischargers if Expected To Be Present

Toxic Pollutants

Asbestos

Hazardous Substances

Acetaldehyde	Isopropanolamine Dodecylbenzenesulfonate
Allyl alcohol	Kelthane
Allyl chloride	Kepone
Amyl acetate	Malathion
Aniline	Mercaptodimethur
Benzonitrile	Methoxychlor
Benzyl chloride	Methyl mercaptan
Butyl acetate	Methyl methacrylate
Butylamine	Methyl parathion
Captan	Mevinphos
Carbaryl	Mexacarbate
Carbofuran	Monoethyl amine
Carbon disulfide	Monomethyl amine
Chlorpyrifos	Naled
Coumaphos	Napthenic acid
Cresol	Nitrotoluene
Crotonaldehyde	Parathion
Cyclohexane	Phenolsulfanate
2,4-D (2,4-Dichlorophenoxy acetic acid)	Phosgene
Diazinon	Propargite
Dicamba	Propylene oxide
Dichlobenil	Pyrethrins
Dichlone	Quinoline
2,2-Dichloropropionic acid	Resorcinol
Dichlorvos	Strontium
Diethyl amine	Strychnine
Dimethyl amine	Styrene
Dinitrobenzene	2,4,5-T (2,4,5-Trichlorophenoxy acetic acid)
Diquat	TDE (Tetrachlorodiphenylethane)
Disulfoton	2,4,5-TP [2-(2,4,5-Trichlorophenoxy) propanoic acid]
Diuron	Trichlorofan
Epichlorohydrin	Triethanolamine dodecylbenzenesulfonate
Ethion	Triethylamine
Ethylene diamine	Trimethylamine
Ethylene dibromide	Uranium
Formaldehyde	Vanadium
Furfural	Vinyl acetate
Guthion	Xylene
Isoprene	Xylenol
	Zirconium

Appendix A.2

PERMIT MAJOR AMENDMENT 3: EFFECTIVE MARCH 1, 2022 – CURRENT IN FORCE PERMIT



STATE OF COLORADO

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
Water Quality Control Division

AUTHORIZATION TO DISCHARGE UNDER THE COLORADO DISCHARGE PERMIT SYSTEM PERMIT NUMBER CO0041840

In compliance with the provisions of the Colorado Water Quality Control Act, (25-8-101 et seq., CRS, 1973 as amended), for both discharges to surface and ground waters, and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.; the "Act"), for discharges to surface waters only, the

Town of Telluride

is authorized to discharge from the Telluride Regional wastewater treatment plant located in the SW 1/4 of the NW ¼ of S33, T24N; 12000 Hwy 145, Telluride CO; at 37.94866° N and 107.87366° W

to the San Miguel River

in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts I and II hereof. All discharges authorized herein shall be consistent with the terms and conditions of this permit.

The permittee may request an adjudicatory hearing within thirty (30) calendar days of the date of issuance of the final permit determination, under 5 CCR 1002-61 (Colorado Discharge Permit System Regulations), Regulation 61.7. Any request must comply with the Water Quality Control Act, 24-4-101, C.R.S., et seq. and the Water Quality Control Commission's regulations, including Regulation 61.7 and 5 CCR 1002-21 (Procedural Rules), Regulation 21.4(B). Failure to contest any term and condition of the permit in this request for an adjudicatory hearing constitutes consent to the condition by the permittee.

This permit and the authorization to discharge shall expire at midnight, November 30, 2025.

Issued and Signed this 31st day of January, 2022

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

Meg Parish

Meg Parish, Permits Section Manager
Water Quality Control Division

PERMIT ACTION SUMMARY:

Major Amendment 3: Issued January 31, 2022; Effective March 1, 2022 (Parts I.A.2, I.A.5.a, I.A.6.b, I.B.6.b, I.B.6.d, II.L(c)(i), and II.N)

Minor Modification 2: Issued February 26, 2021; Effective February 26, 2021 (Part I.B.5.a)

Minor Modification 1: Issued December 31, 2020; Effective December 31, 2020 (Page 1 and Part I.B.5.b)

Originally Issued October 30th, 2020; Effective December 1, 2020

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PART I

A. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

1. Permitted Feature(s)

Beginning no later than the effective date of this permit and lasting through the expiration date, the permittee is authorized to discharge from, and self-monitoring samples taken in accordance with the monitoring requirements shall be obtained from permitted feature(s):

001A following disinfection and prior to mixing with the receiving stream. 37.948665° N and 107.873850° W

The location(s) provided above will serve as the point(s) of compliance for this permit and are appropriate as they are located after all treatment and prior to discharge to the receiving water. Any discharge to the waters of the State from a point source other than specifically authorized by this permit is prohibited.

UST1A is an in-stream permitted feature located upstream from the facility discharge to collect continuous ambient temperature data at 37.94908° N, 107.87264° W.

In accordance with the Water Quality Control Commission Regulations for Effluent Limitations, Section 62.4, and the Colorado Discharge Permit System Regulations, Section 61.8(2), 5 C.C.R. 1002-61, the permitted discharge shall not contain effluent parameter concentrations which exceed the limitations specified below or exceed the specified flow limitation.

2. Limitations, Monitoring Frequencies and Sample Types for Effluent Parameters

In order to obtain an indication of the probable compliance or noncompliance with the effluent limitations specified in Part I.A, the permittee shall monitor all effluent parameters at the frequencies and sample types specified below. Such monitoring will begin immediately and last for the life of the permit unless otherwise noted. The results of such monitoring shall be reported on the Discharge Monitoring Report form (See Part I.D.)

Self-monitoring sampling by the permittee for compliance with the effluent monitoring requirements specified in this permit, shall be performed at the location(s) noted in Part I.A.1 above. If the permittee, using an approved analytical method, monitors any parameter more frequently than required by this permit, then the results of such monitoring shall be included in the calculation and reporting of the values required in the Discharge Monitoring Report Form (DMRs) or other forms as required by the Division. Such increased frequency shall also be indicated.

Percentage Removal Requirements (BOD₅ and TSS Limitations) - If noted in the limits table(s), the arithmetic mean of the BOD₅ and TSS concentrations for effluent samples collected during the DMR reporting period shall demonstrate a minimum of eighty-five percent (85%) removal of both BOD₅ and TSS, as measured by dividing the respective difference between the mean influent and effluent concentrations for the DMR monitoring period by the respective mean influent concentration for the DMR monitoring period, and multiplying the quotient by 100.

Oil and Grease Monitoring: For every outfall with oil and grease monitoring, in the event an oil sheen or floating oil is observed, a grab sample shall be collected and analyzed for oil and grease, and reported on the appropriate DMR under parameter 03582. In addition, corrective action shall be taken immediately to mitigate the discharge of oil and grease. A description of the corrective action taken should be included with the DMR.

Total Residual Chlorine: Monitoring for TRC is required only when chlorine is in use.

Flow Recording Device: For this facility, two flow recording devices are provided and are located at the point of inflow to and discharge from the treatment plant. Reported effluent and influent flows will be used to monitor compliance with the effluent flow limitation and hydraulic loading to the plant.

Metals: Metals concentrations measured in compliance with the effluent monitoring requirements listed in Part I.A of this permit may be used to satisfy any pretreatment or industrial waste management metals monitoring requirements listed in Part I.B.7, if the metals are in the same form (i.e. total). Sampling must be conducted in accordance with Part I.B.7.

Permitted Feature/Limit Set 001A

<u>ICIS Code</u>	<u>Effluent Parameter</u>	<u>Effluent Limitations Maximum Concentrations</u>				<u>Monitoring Requirements</u>	
		<u>30-Day Average</u>	<u>7-Day Average</u>	<u>Daily Maximum</u>	<u>2-Year Average</u>	<u>Frequency</u>	<u>Sample Type</u>
50050	Effluent Flow (MGD)	2.1		Report		Continuous	Recorder
00010	Temp Daily Max (°C) Nov-Mar			Report		Continuous	Recorder
00010	Temp MWAT (°C) Nov-Mar		Report			Continuous	Recorder
00010	Temp Daily Max (°C) Apr-May			Report		Continuous	Recorder
00010	Temp MWAT (°C) Apr-May		Report			Continuous	Recorder
00010	Temp Daily Max (°C) Jun-Sep			Report		Continuous	Recorder
00010	Temp MWAT (°C) Jun-Sep		Report			Continuous	Recorder
00010	Temp Daily Max (°C) Oct 1-Oct 31			Report		Continuous	Recorder
00010	Temp MWAT (°C) Oct 1-Oct 31		Report			Continuous	Recorder
00400	pH (su)			6.5-9.0		5 Days/Week	Grab
51040	<i>E. coli</i> (#/100 ml)	489	978			Weekly	Grab
50060	TRC (mg/l)	0.024		0.07		5 Days/Week	Grab
00620	Total Inorganic Nitrogen as N (mg/l) until 11/30/2025			34		2 Days/Week	Composite
00620	Total Inorganic Nitrogen as N (mg/l) beginning 12/1/2025			22		2 Days/Week	Composite
00610	Total Ammonia as N (mg/l)						
	January	2.8		13		2 Days/Month	Composite
	February	2.8		14		2 Days/Month	Composite
	March	8.9		16	3.1	2 Days/Month	Composite
	April	11		21	3.0	2 Days/Month	Composite
	May	12		22	4.5	2 Days/Month	Composite
	June	13		24	5.5	2 Days/Month	Composite
	July	14		31	3.9	2 Days/Month	Composite
	August	16		39	3.3	2 Days/Month	Composite
	September	14		31	4.1	2 Days/Month	Composite
	October	10		21	2.9	2 Days/Month	Composite
	November	2.8		19		2 Days/Month	Composite

	December	7.7		14	3.6	2 Days/Month	Composite
00310	BOD5, effluent (mg/l)	30	45			Monthly	Composite
81010	BOD5 (% removal)	85 (min)				Monthly	Calculated
00530	TSS, effluent (mg/l)	30	45			Quarterly	Composite
81011	TSS (% removal)	85 (min)				Quarterly	Calculated
84066	Oil and Grease (visual)			Report		2 Days/Week	Visual
03582	Oil and Grease (mg/l)			10		Contingent	Grab
70295	TDS (mg/l) ¹						
70295 3	PWS intake (mg/l)	Report		Report		Monthly	Composite
70295	WWTF effluent (mg/l)	Report		Report		Monthly	Composite
00978	As, TR (µg/l) until 12/31/2027	4.7				Monthly	Composite
00978	As, TR (µg/l) beginning 1/1/2028	0.078				Monthly	Composite
01309	As, PD (µg/l)			Report		Monthly	Composite
01113	Cd, TR (µg/l)			Report	Report	Monthly	Composite
01313	Cd, PD (µg/l)	0.69		3.9		Monthly	Composite
04262	Cr+3, TR (µg/l)			Report		Monthly	Grab
01314	Cr+3, PD (µg/l)	Report				Monthly	Grab
01314	Cr+3, PD (µg/l) beginning 1/1/2023	Report			Report	Monthly	Grab
01220	Cr+6, Dis (µg/l) until 9/30/2023	10		Report		Monthly	Grab
01220	Cr+6, Dis (µg/l) beginning 10/1/2023	10		59	Report	Monthly	Grab
01220	Cr+6, Dis (µg/l) beginning 10/1/2025	43		59	6.6	Monthly	Grab
01306	Cu, PD (µg/l)	22				Monthly	Composite
00718	CN, WAD (µg/l)			Report		Monthly	Grab
01046	Fe, Dis (µg/l)	Report				Monthly	Composite
00980	Fe, TR (µg/l)	Report				Monthly	Composite
00980	Fe, TR (µg/l) beginning 6/1/2022	Report			Report	Monthly	Composite
01114	Pb, TR (µg/l)			Report		Monthly	Composite
01114	Pb, TR (µg/l) beginning 12/31/2023			Report	Report	Monthly	Composite
01318	Pb, PD (µg/l) until 9/30/2023	6.2		220		Monthly	Composite
01318	Pb, PD (µg/l) beginning 10/1/2023	6.2		220	Report	Monthly	Composite
01318	Pb, PD (µg/l) beginning 10/1/2025	8.0		220	2.9	Monthly	Composite
01319	Mn, PD (µg/l) AQ	Report		Report	Report	Quarterly	Composite
01056	Mn, Dis (µg/l) WS	Report				Quarterly	Composite
01129	Mo, TR (µg/l)	Report				Monthly	Composite
01129	Mo, TR (µg/l) beginning 3/1/2025	Report			Report	Monthly	Composite
01129	Mo, TR (µg/l) beginning 3/1/2027	Report			24	Monthly	Composite
50286	Hg, Tot (µg/l) (low level) until 9/30/2023	0.2				Quarterly	Composite

50286	Hg, Tot (µg/l) (low level) beginning 10/1/2023	0.039			Report	Quarterly	Composite
50286	Hg, Tot (µg/l) (low level) beginning 10/1/2025	0.039			0.0059	Quarterly	Composite
01074	Ni, TR (µg/l)	Report				Monthly	Composite
01074	Ni, TR (µg/l) beginning 6/1/2022	Report			Report	Monthly	Composite
01322	Ni, PD (µg/l)	Report		Report		Monthly	Composite
01322	Ni, PD (µg/l) beginning 1/1/2022	Report		Report	Report	Monthly	Composite
01323	Se, PD (µg/l) until 9/30/2023	6.0		67		Monthly	Composite
01323	Se, PD (µg/l) beginning 10/1/2023	3.9		67		Monthly	Composite
01304	Ag, PD (µg/l) until 9/30/2023	Report		Report		Monthly	Composite
01304	Ag, PD (µg/l) beginning 10/1/2023	0.11		6.6		Monthly	Composite
01303	Zn, PD (µg/l)	83				Monthly	Composite
00940	Chloride (mg/l)	977			168	Monthly	Composite
81020	Sulfate (mg/l)	Report				Quarterly	Composite
51202	Sulfide as H ₂ S (mg/l)	Report				Monthly	Composite
51568	Nonylphenol (µg/l) until 9/30/2023	26		103		Monthly	Grab
51568	Nonylphenol (µg/l) beginning 10/1/2023	26		103	Report	Monthly	Grab
51568	Nonylphenol (µg/l) beginning 10/1/2025	26		103	3.9	Monthly	Grab
	WET, chronic						
TKP6C	Static Renewal 7 Day Chronic <i>Pimephales promelas</i>			NOEC or IC25 ≥ IWC**		Quarterly	3 Composites / Test
TKP3B	Static Renewal 7 Day Chronic <i>Ceriodaphnia dubia</i>			NOEC or IC25 ≥ IWC**		Quarterly	3 Composites / Test

¹ TDS measurements only required when the discharge is in the Colorado River Basin. Influent samples are to be of the raw water supply. If more than one source is being utilized, a composite sample proportioned to flow shall be prepared from individual grab samples.

* 7-day average is the Maximum Weekly Average Temperature (MWAT).

** IWC (Instream Waste Concentration) = 26%

Permitted Feature 001 Limit Set P

<u>ICIS Code</u>	<u>Effluent Parameter</u>	<u>Effluent Limitations Maximum Concentrations, Daily Max</u>	<u>Frequency</u>	<u>Sample Type</u>
01002	Total Arsenic, µg/l	Report	Semi-Annually	Composite
01027	Total Cadmium, µg/l	Report	Semi-Annually	Composite
01034	Total Chromium, µg/l	Report	Semi-Annually	Composite
01042	Total Copper, µg/l	Report	Semi-Annually	Composite
01051	Total Lead, µg/l	Report	Semi-Annually	Composite
50286	Total Mercury, µg/l	Report	Semi-Annually	Composite
01062	Total Molybdenum, µg/l	Report	Semi-Annually	Composite
01067	Total Nickel, µg/l	Report	Semi-Annually	Composite
01147	Total Selenium, µg/l	Report	Semi-Annually	Composite
01077	Total Silver, µg/l	Report	Semi-Annually	Composite
01092	Total Zinc, µg/l	Report	Semi-Annually	Composite
00720	Total Cyanide, µg/l	Report	Semi-Annually	Grab
03604	Total Phenols, µg/l	Report	Semi-Annually	Composite

Permitted Feature UST1A, Permitted Feature Type: receiving water (ambient)

<u>ICIS Code</u>	<u>Effluent Parameter</u>	<u>Effluent Limitations Maximum Concentrations</u>		<u>Monitoring Requirements</u>	
		<u>MWAT</u>	<u>Daily Maximum</u>	<u>Frequency</u>	<u>Sample Type</u>
00010	Temp DM (°C) Oct starting 12/1/2021		Report	Continuous	Recorder
00010	Temp DM (°C) Nov - Mar starting 12/1/2021		Report	Continuous	Recorder
00010	Temp DM (°C) Apr - May starting 12/1/2021		Report	Continuous	Recorder
00010	Temp DM (°C) Jun - Sep starting 12/1/2021		Report	Continuous	Recorder
00010	Temp MWAT (°C) Oct starting 12/1/2021	Report		Continuous	Recorder
00010	Temp MWAT (°C) Nov - Mar starting 12/1/2021	Report		Continuous	Recorder
00010	Temp MWAT (°C) Apr - May starting 12/1/2021	Report		Continuous	Recorder
00010	Temp MWAT (°C) Jun- Sep starting 12/1/2021	Report		Continuous	Recorder

3. Monitoring Frequency and Sample Type Influent Parameters

Regardless of whether or not an effluent discharge occurs and in order to obtain an indication of the current influent loading as compared to the approved capacity specified in Part I.A.3 and Part I.B.2; the permittee shall monitor influent parameters at the following required frequencies, the results to be reported on the Discharge Monitoring Report (See Part I.D):

If the permittee monitors any parameter more frequently than required by the permit, using an approved test procedure or as specified in the permit, the result of this monitoring shall be included in the calculation and reporting of data to the Division.

Self-monitoring samples taken in compliance with the monitoring requirements specified below shall be taken at the following location(s): **Outfall 300I, at a representative point prior to biological treatment.**

Permitted Feature 300I

ICIS Code	Parameter	Discharge Limitations Maximum Concentrations			Monitoring Frequency	Sample Type
		30-Day Average	7-Day Average	Daily Max.		
50050 G	Flow, mgd	Report		Report	Continuous	Recorder
00180 G	Plant Capacity (% of Capacity - Hydraulic) ¹	Report			Monthly	Calculated ¹
00310 G	BOD ₅ , mg/l	Report	Report		Monthly	Composite
00310 G	BOD ₅ , lbs/day	Report	Report		Monthly	Calculated
00180 G	Plant Capacity (% of Capacity - Organic) ¹	Report			Monthly	Calculated ¹
00530G	Total Suspended Solids, mg/l	Report	Report		Monthly	Composite

¹ The % capacity is to be reported against the listed capacities of 2.1 MGD for the hydraulic capacity and 3708 lbs BOD₅/day for the organic capacities as noted in Site Approval 3545. The percentage should be calculated using the 30-day average values divided by the corresponding capacity, times 100.

4. Salinity Parameters

In order to obtain an indication of the increase in salinity due to the treatment and use of water within this service area, the permittee shall monitor the raw water source and the wastewater effluent at the following required frequencies, the results to be reported on the Discharge Monitoring Report (See Part I, Section D.1.):

Self-monitoring samples taken in compliance with the monitoring requirements specified above shall be taken prior to treatment of the raw drinking water source (with a composite sample proportioned to flow prepared from individual grab samples if more than one source is being utilized), and at the established wastewater treatment facility effluent sampling point identified above in Part I, Section B.2.

5. Special Studies and Additional Monitoring

All special studies must be submitted to the Division accompanied by a fully completed “Permit Narrative Conditions Form” available at <https://www.colorado.gov/pacific/cdphe/wq-permit-forms>.

- a. Temperature Monitoring Equipment- The facility is required to install ambient continuous temperature monitoring equipment to comply with the temperature monitoring ‘continuous’ requirements listed Part I.A. 2.

Code	Event	Description	Due Date
04301	Install Temperature Meters	The permittee is to submit a document certifying that continuous temperature monitoring equipment has been installed and is operational.	11/30/2021

- b. Mixing Zone Analyses - Conduct remaining threshold tests for exclusion from further analysis under Mixing Zone Regulations. The second threshold test is the Application of the Mixing Zone Exclusion Tables (p. 20, Colorado Mixing Zone Implementation Guidance, February 2002). Under this compliance action, the permittee will collect the necessary site-specific data, perform the required analysis, and provide a report to the Division. The report will indicate the findings of this threshold test and, if not excluded,

provide the workplan for the next threshold test (i.e., determining of the size of the physical and regulatory mixing zones).

Code	Event	Description	Due Date
50008	Submit Study Results	During stream flow conditions that are at or below the 15 th percentile of streamflow, collect site-specific data, perform threshold tests based on Mixing Zone Exclusion Tables, and submit study results.	11/30/2025

- c. Inflow/Infiltration Study - The permittee shall identify areas where I/I potentially exists and plan for reducing I/I in accordance with the following schedule. An I/I study requirement has been added to the permit to investigate data observation of increased influent flows during the runoff season, to summarize findings of potential I/I, and develop a plan to correct I/I.

Code	Event	Description	Due Date
04399	Inflow/Infiltration Report	Submit a plan that identifies sources of potential I/I and prioritizes repairs and rehabilitation to the collection system. The plan must be based on a study of the collection system that identifies the areas of the collection system that may be contributing I/I. A report, summarizing the findings of the study, must be prepared by a professional engineer registered in Colorado, and must accompany the plan.	11/30/2021
04399	Inflow/Infiltration Report	Submit final study report summarizing the findings and plan for repairs and rehabilitation to the collection system.	11/30/2022

B. TERMS AND CONDITIONS

1. Service Area

All wastewater flows contributed in the service area may be accepted by the permittee for treatment at the permittee's wastewater treatment plant provided that such acceptance does not cause or contribute to an exceedance of the throughput or design capacity of the treatment works or the effluent limitations in Part I.A, or constitute a substantial impact to the functioning of the treatment works, degrade the quality of the receiving waters, or harm human health, or the environment.

In addition, the permittee shall enter into and maintain service agreements with any municipalities that discharge into the wastewater treatment facility. The service agreements shall contain all provisions necessary to protect the financial, physical, and operational integrity of the wastewater treatment works.

2. Design Capacity

Based on Site Approval **4535**, the design capacity of this domestic wastewater treatment works is **2.1 million gallons per day (MGD)** for hydraulic flow (30-day average) and **3708 lbs. BOD₅ per day** for organic loading (30-day average).

3. Expansion Requirements

Pursuant to Colorado Law, C.R.S. 25-8-501 (5 d & e), the permittee is required to initiate engineering and financial planning for expansion of the domestic wastewater treatment works whenever throughput reaches eighty (80) percent of the treatment capacity. Such planning may be deemed unnecessary upon a showing that the area served by the domestic wastewater treatment works has a stable or declining population; but this provision shall not be construed as preventing periodic review by the Division should it be felt that growth is occurring or will occur in the area.

The permittee shall commence construction of such domestic wastewater treatment works expansion whenever throughput reaches ninety-five (95) percent of the treatment capacity or, in the case of a municipality, either commence construction or cease issuance of building permits within such municipality until such construction is commenced; except that building permits may continue to be issued for any construction which would not have the effect of increasing the input of wastewater to the sewage treatment works of the municipality involved.

Where unusual circumstances result in throughput exceeding 80% of treatment capacity, the permittee may, in lieu of initiating planning for expansion, submit a report to the Division that demonstrates that it is unlikely that the event will reoccur, or even if it were to reoccur, that 95% of the treatment capacity would not be exceeded.

Where unusual circumstances result in throughput exceeding 95% of the treatment capacity, the permittee may, in lieu of initiating construction of the expansion, submit a report to the Division that demonstrates that the domestic wastewater treatment works was in compliance at all times during the events and that it is extremely unlikely that the event will reoccur.

Where the permittee submits a report pursuant to unusual circumstances, and the Division, upon review of such report, determines in writing to the permittee that the report does not support the required findings, the permittee shall initiate planning and/or construction of the domestic wastewater treatment works as appropriate.

4. Facilities Operation and Maintenance

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control including all portions of the collection system and lift stations owned by the permittee (and related appurtenances) which are installed or used by the permittee as necessary to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes effective performance, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems when installed by the permittee only when necessary to achieve compliance with the conditions of the permit.

Any sludge produced at the wastewater treatment facility shall be disposed of in accordance with State and Federal regulations. The permittee shall take all reasonable steps to minimize or prevent any discharge of sludge use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. As necessary, accelerated or additional monitoring to determine the nature and impact of the noncomplying discharge is required.

5. Chronic WET Testing - Outfall: 001A

a. General Chronic WET Testing and Reporting Requirements

The permittee shall conduct the chronic WET test using *Ceriodaphnia dubia* and *Pimephales promelas*, as a static renewal 7-day test using three separate composite samples. The permittee shall conduct each chronic WET test in accordance with the 40 CFR Part 136 methods described in Short-term Methods for Estimating the Chronic Toxicity of Effluents and Receiving Water to Freshwater Organisms, Fourth Edition, October 2002 (EPA-821-R-02-013) or the most current edition.

The following minimum dilution series should be used: 0% effluent (control), 6.5%, 13%, 26%, 63%, and 100% effluent. If the permittee uses more dilutions than prescribed, and accelerated testing is to be performed, the same dilution series shall be used in the accelerated testing (if applicable) as was initially used in the failed test.

Tests shall be done at the frequency listed in Part I.A.2. Test results shall be reported along with the Discharge Monitoring Report (DMR) submitted for the end of the reporting period when the sample was taken. (i.e., WET testing results for the calendar quarter ending March 31 shall be reported with the DMR due April 28, etc.) The permittee shall submit all laboratory statistical summary sheets, summaries of the determination of a valid, invalid or inconclusive test, and copies of the chain of custody forms, along with the DMR for the reporting period.

If a test is considered invalid, the permittee is required to perform additional testing during the monitoring period to obtain a valid test result. Failure to obtain a valid test result during the monitoring period shall result in a violation of the permit for failure to monitor.

b. Violations of the Permit Limit, Failure of One Test Statistical Endpoint and Division Notification

A chronic WET test is considered a violation of a permit limitation when both the NOEC and the IC₂₅, for the same sub-lethal endpoint are at any effluent concentration less than the IWC. This determination is made independently for each test species. The IWC for this permit has been determined to be 26% effluent.

A chronic WET test is considered to have failed one of the two statistical endpoints when either the NOEC or the IC₂₅ are at any effluent concentration less than the IWC. Simultaneous failure of both the NOEC and IC₂₅ for both sub-lethal endpoints, when tests are performed on identical split samples, constitutes only a single violation of the Daily Maximum Effluent Limitation for Chronic WET specified in Part I, §A-2 of this permit. The IWC for this permit has been determined to be 26% effluent.

In the event of a permit violation, or during a report only period when both the NOEC and the IC₂₅ are at any effluent concentration less than the IWC, or when two consecutive reporting periods have resulted in failure of one of the two statistical endpoints (regardless of which statistical endpoints are failed), the permittee must provide written notification to the Division. Such notification should explain whether it was a violation or two consecutive failures of a single endpoint, and must indicate whether accelerated testing or a Toxicity Identification Evaluation or Toxicity Reduction Evaluation (TIE or TRE) is being performed, unless otherwise exempted, in writing, by the Division. **Notification must be received by the Division within 14 calendar days of the permittee receiving notice of the WET testing results.**

c. Automatic Compliance Response

The permittee is responsible for implementing the automatic compliance response provisions of this permit when one of the following occurs:

- there is a violation of the permit limit (both the NOEC and the IC₂₅ endpoints are less than the applicable IWC)
- during a report only period when both the NOEC and the IC₂₅ are at any effluent concentration less than the IWC
- two consecutive monitoring periods have resulted in failure of one of the two statistical endpoints (either the IC₂₅ or the NOEC) , including during a report-only period. This determination is made independently for each test species.
- the permittee is otherwise informed by the Division that a compliance response is necessary

When one of the above listed events occurs, the following automatic compliance response shall apply. The permittee shall either:

- conduct accelerated testing using the single species found to be more sensitive

- conduct a Toxicity Identification Evaluation (TIE) or a Toxicity Reduction Evaluation (TRE) investigation as described below.

i. Accelerated Testing

If accelerated testing is being performed, testing will be at least once every two weeks for up to five tests with only one test being run at a time, using only the IC25 statistical endpoint to determine if the test passed or failed at the appropriate IWC. Accelerated testing shall continue until; 1) two consecutive tests fail or three of five tests fail, in which case a pattern of toxicity has been demonstrated or 2) two consecutive tests pass or three of five tests pass, in which case no pattern of toxicity has been found. Note that the same dilution series should be used in the accelerated testing as was used in the initial test(s) that result in the accelerated testing requirement.

If accelerated testing is required due to failure of one statistical endpoint in two consecutive monitoring periods, and in both of those failures it was the NOEC endpoint that was failed, then the NOEC shall be the only statistical endpoint used to determine whether the accelerated testing passed or failed at the appropriate IWC. Note that the same dilution series should be used in the accelerated testing as was used in the initial test(s) that result in the accelerated testing requirement.

If no pattern of toxicity is found the toxicity episode is considered to be ended and routine testing is to resume. If a pattern of toxicity is found, a TIE/TRE investigation is to be performed. If a pattern of toxicity is not demonstrated but a significant level of erratic toxicity is found, the Division may require an increased frequency of routine monitoring or some other modified approach. The permittee shall provide written notification of the results within 14 calendar days of completion of the Pattern of Toxicity/No Toxicity demonstration.

ii. Toxicity Identification Evaluation (TIE) or Toxicity Reduction Evaluation (TRE)

If a TIE or a TRE is being performed, the results of the investigation are to be received by the Division within 180 calendar days of the demonstration chronic WET in the routine test, as defined above, or if accelerated testing was performed, the date the pattern of toxicity is demonstrated. A status report is to be provided to the Division at the 60 and 120 calendar day points of the TIE or TRE investigation. The Division may extend the time frame for investigation where reasonable justification exists. A request for an extension must be made in writing and received prior to the 180 calendar day deadline. Such request must include a justification and supporting data for such an extension.

Under a TIE, the permittee may use the time for investigation to conduct a preliminary TIE (PTIE) or move directly into the TIE. A PTIE consists of a brief search for possible sources of WET, where a specific parameter(s) is reasonably suspected to have caused such toxicity, and could be identified more simply and cost effectively than a formal TIE. If the PTIE allows resolution of the WET incident, the TIE need not necessarily be conducted in its entirety. If, however, WET is not identified or resolved during the PTIE, the TIE must be conducted within the allowed 180 calendar day time frame.

The Division recommends that the EPA guidance documents regarding TIEs be followed. If another method is to be used, this procedure should be submitted to the Division prior to initiating the TIE.

If the pollutant(s) causing toxicity is/are identified, and is/are controlled by a permit effluent limitation(s), this permit may be modified upon request to adjust permit requirements regarding the automatic compliance response.

If the pollutant(s) causing toxicity is/are identified, and is/are not controlled by a permit effluent limitation(s), the Division may develop limitations for the parameter(s), and the permit may be reopened to include these limitations.

If the pollutant causing toxicity is not able to be identified, or is unable to be specifically identified, or is not able to be controlled by an effluent limit, the permittee will be required to perform either item 1 or item 2 below.

- 1) Conduct an investigation which demonstrates actual instream aquatic life conditions upstream and downstream of the discharge, or identify, for Division approval, and conduct an alternative investigation which demonstrates the actual instream impact. This should include WET testing and chemical analyses of the ambient water. Depending on the results of the study, the permittee may also be required to identify the control program necessary to eliminate the toxicity and its cost. Data collected may be presented to the WQCC for consideration at the next appropriate triennial review of the stream standards;
- 2) Move to a TRE by identifying the necessary control program or activity and proceed with elimination of the toxicity so as to meet the WET effluent limit.

If toxicity spontaneously disappears in the midst of a TIE, the permittee shall notify the Division within 10 calendar days of such disappearance. The Division may require the permittee to conduct accelerated testing to demonstrate that no pattern of toxicity exists, or may amend the permit to require an increased frequency of WET testing for some period of time. If no pattern of toxicity is demonstrated through the accelerated testing or the increased monitoring frequency, the toxicity incident response will be closed and normal WET testing shall resume.

The control program developed during a TRE consists of the measures determined to be the most feasible to eliminate WET. This may happen through the identification of the toxicant(s) and then a control program aimed specifically at that toxicant(s) or through the identification of more general toxicant treatability processes. A control program is to be developed and submitted to the Division within 180 calendar days of beginning a TRE. Status reports on the TRE are to be provided to the Division at the 60 and 120 calendar day points of the TRE investigation.

If toxicity spontaneously disappears in the midst of a TRE, the permittee shall notify the Division within 10 calendar days of such disappearance. The Division may require the permittee to conduct accelerated testing to demonstrate that no pattern of toxicity exists, or may amend the permit to require an increased frequency for some period of time. If no pattern of toxicity is demonstrated through the accelerated testing or the increased monitoring frequency, the toxicity incident response will be closed and normal WET testing shall resume.

d. Toxicity Reopener

This permit may be reopened and modified to include additional or modified numerical permit limitations, new or modified compliance response requirements, changes in the WET testing protocol, the addition of both acute and chronic WET requirements, or any other conditions related to the control of toxicants.

6. Compliance Schedule(s)

- a. Activities to Meet Total Inorganic Nitrogen (T.I.N.) - In order to meet the limitations, the following schedule for construction (if deemed necessary by the permittee) are included in the permit.

Code	Event	Description	Due Date
06599	Hire a Consultant/ Professional Engineer	Submit a letter of notification that a Colorado licensed engineering consultant has been obtained and funding has been secured for planning aspects	11/30/2021
CS011	Plan, Report, or Scope of Work	Submit a letter reporting progress in obtaining funding for design and construction aspects	11/30/2022

73905	Engineering Plan	Submit a letter of notification that funding has been obtained for design and construction aspects, and final plans specifications have been submitted to the Division. Note that a Site Application and a preliminary design must be submitted and approved by the Division prior to final plans and specifications.	11/30/2023
CS015	Commence Required Work or On-Site Construction	Submit a letter of notification that Final Design Approval has been received from the Division and construction has commenced.	11/30/2024
CS010	Status/Progress Report	Submit a construction progress report summarizing the progress in construction or other activities.	5/31/2025
CS016	Complete Required Work or On-Site Construction	Complete construction of facilities or other appropriate actions, which will allow the permittee to meet the final limitations.	11/30/2025

b. Activities to Meet Dissolved Hexavalent Chromium*, Potentially Dissolved Lead, Total Mercury*, Potentially Dissolved Selenium, Potentially Dissolved Silver, and Nonylphenol* Final Limits - In order to meet the limitations, the following schedule is included in the permit.

Code	Event	Description	Due Date
43699	Facility Evaluation Plan	Submit a report that identifies sources of the above listed parameters to the wastewater treatment facility and identifies strategies to control these sources or treatment alternatives such that compliance with the final limitations may be attained.	11/30/2021
00899	Implementation Schedule	Submit a progress report summarizing the progress in implementing the strategies to control sources such that compliance with the final limitations may be attained.	11/30/2022
CS017	Achieve Final Compliance with Emissions or Discharge Limits	Submit study results that show compliance has been attained with the final limitations.	9/30/2023

* Note that because this parameter has an ADBAC limitation, 2-years of data collection after the end of the compliance schedule will then be collected prior to the effective date of the final limitation.

c. Activities to Meet Total Recoverable Arsenic Final Limits - In order to meet the limitations, the following schedule is included in the permit.

Code	Event	Description	Due Date
43699	Facility Evaluation Plan	Submit a report that identifies sources of total arsenic to the wastewater treatment facility and identifies strategies to control these sources or treatment alternatives such that compliance with the final limitations may be attained.	12/31/2025
00899	Implementation Schedule	Submit a progress report summarizing the progress in implementing the strategies to control sources such that compliance with the final limitations may be attained.	12/31/2026

CS017	Achieve Final Compliance with Emissions or Discharge Limits	Submit study results that show compliance has been attained with the final limitations.	12/31/2027
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- d. Activities to Meet Total Recoverable Molybdenum* Final Limits - In order to meet the limitations, the following schedule is included in the permit.

Code	Event	Description	Due Date
43699	Facility Evaluation Plan	Submit a report that identifies sources of the parameters listed above to the wastewater treatment facility and identifies strategies to control these sources or treatment alternatives such that compliance with the final limitations may be attained.	2/28/2023
00899	Implementation Schedule	Submit a progress report summarizing the progress in implementing the strategies to control sources such that compliance with the final limitations may be attained.	2/28/2024
CS017	Achieve Final Compliance with Emissions or Discharge Limits	Submit study results that show compliance has been attained with the final limitations.	2/28/2025

* Note that because this parameter has an ADBAC limitation, 2-years of data collection after the end of the compliance schedule will be needed prior to the effective date of the final limitation.

Regulation 61.8(3)(n)(i) states that a report shall be submitted to the Division no later than 14 calendar days following each date identified in the schedule of compliance. The 14 days have already been incorporated into the above dates and therefore all reports are due on or before the date listed in the table. All documents required by this compliance schedule (except permit modification applications) must be submitted to the Division accompanied by a fully completed "Permit Narrative Conditions Form" available at <https://www.colorado.gov/pacific/cdphe/wq-permit-forms>.

7. Pretreatment Program - Industrial Waste Management

- a. The Permittee has the responsibility to protect the Domestic Wastewater Treatment Works (DWTW), as defined at section 25.8.103(5) of the Colorado Water Quality Control Act, or the Publicly-Owned Treatment Works (POTW), as defined at 40 CFR section 403.3(q) of the federal pretreatment regulations, from pollutants which would cause pass through or interference, as defined at 40 CFR 403.3(p) and (k), or otherwise be incompatible with operation of the treatment works including interference with the use or disposal of municipal sludge.
- b. Pretreatment Standards (40 CFR Section 403.5) developed pursuant to Section 307 of the Federal Clean Water Act (the Act) require that the Permittee shall not allow, under any circumstances, the introduction of the following pollutants to the DWTW from any source of non-domestic discharge:
 - i. Pollutants which create a fire or explosion hazard in the DWTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than sixty (60) degrees Centigrade (140 degrees Fahrenheit) using the test methods specified in 40 CFR Section 261.21;
 - ii. Pollutants which will cause corrosive structural damage to the DWTW, but in no case discharges with a pH of lower than 5.0 s.u., unless the treatment facilities are specifically designed to accommodate such discharges;

- iii. Solid or viscous pollutants in amounts which will cause obstruction to the flow in the DWTW, or otherwise interfere with the operation of the DWTW;
 - iv. Any pollutant, including oxygen demanding pollutants (e.g., BOD), released in a discharge at a flow rate and/or pollutant concentration which will cause Interference with any treatment process at the DWTW;
 - v. Heat in amounts which will inhibit biological activity in the DWTW resulting in Interference, but in no case heat in such quantities that the temperature at the DWTW treatment plant exceeds forty (40) degrees Centigrade (104 degrees Fahrenheit) unless the Approval Authority, upon request of the DWTW, approves alternate temperature limits;
 - vi. Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts that will cause Interference or Pass Through;
 - vii. Pollutants which result in the presence of toxic gases, vapors, or fumes within the DWTW in a quantity that may cause acute worker health and safety problems;
 - viii. Any trucked or hauled pollutants, except at discharge points designated by the DWTW; and
 - ix. Any specific pollutant that exceeds a local limitation established by the Permittee in accordance with the requirements of 40 CFR Section 403.5(c) and (d).
 - x. Any other pollutant which may cause Pass Through or Interference.
- c. EPA shall be the Approval Authority and the mailing address for all reporting and notifications to the Approval Authority shall be: USEPA 1595 Wynkoop St. 8ENF-W-NP, Denver, CO 80202-1129. Should the State be delegated authority to implement and enforce the Pretreatment Program in the future, the Permittee shall be notified of the delegation and the state permitting authority shall become the Approval Authority.
- d. In addition to the general limitations expressed above, more specific Pretreatment Standards have been and will be promulgated for specific industrial categories under Section 307 of the Act (40 CFR Part 405 et. seq.).
- e. The Permittee must notify the state permitting authority and the Approval Authority, of any new introductions by new or existing industrial users or any substantial change in pollutants from any industrial user within sixty (60) calendar days following the introduction or change. Such notice must identify:
- i. Any new introduction of pollutants into the DWTW from an industrial user which would be subject to Sections 301, 306, or 307 of the Act if it were directly discharging those pollutants; or
 - ii. Any substantial change in the volume or character of pollutants being introduced into the DWTW by any industrial user;
 - iii. For the purposes of this section, adequate notice shall include information on:
 - (A) The identity of the industrial user;
 - (B) The nature and concentration of pollutants in the discharge and the average and maximum flow of the discharge to be introduced into the DWTW; and
 - (C) Any anticipated impact of the change on the quantity or quality of effluent to be discharged from or biosolids or sludge produced at such DWTW.
 - iv. For the purposes of this section, a significant industrial user shall include:

- (A) Any discharger subject to Categorical Pretreatment Standards under Section 307 of the Act and 40 CFR chapter I and subchapter N;
 - (B) Any discharger which has a process wastewater flow of 25,000 gallons or more per day;
 - (C) Any discharger contributing five percent or more of the average dry weather hydraulic or organic capacity of the DWTW treatment plant;
 - (D) Any discharger who is designated by the Approval Authority as having a reasonable potential for adversely affecting the DWTWs operation or for violating any Pretreatment Standard or requirements;
- f. At such time as a specific Pretreatment Standard or requirement becomes applicable to an industrial user of the Permittee, the state permitting authority and/or Approval Authority may, as appropriate:
- i. Amend the Permittee's NPDES discharge permit to require the Permittee to develop and submit an approvable Pretreatment program under a compliance schedule, in accordance with procedures in 40 CFR 403.8(e). The modification of a POTW's NPDES Permit for the purposes of incorporating a POTW Pretreatment Program approved in accordance with the procedure in §403.11 shall be deemed a minor Permit modification subject to the procedures in 40 CFR 122.63(g); or,;
 - ii. Require the Permittee to specify, by ordinance, order, or other enforceable means, the type of pollutant(s) and the maximum amount which may be discharged to the Permittee's DWTW for treatment. Such requirement shall be imposed in a manner consistent with the program development requirements of the General Pretreatment Regulations at 40 CFR Part 403; and/or,
 - iii. Require the Permittee to monitor its discharge for any pollutant which may likely be discharged from the Permittee's DWTW, should the industrial user fail to properly pretreat its waste.

The state permitting authority and the Approval Authority retains, at all times, the right to take legal action against any source of nondomestic discharge, whether directly or indirectly controlled by the Permittee, for violations of a permit, order or similar enforceable mechanism issued by the Permittee, violations of any Pretreatment Standard or requirement, or for failure to discharge at an acceptable level under national standards issued by EPA under 40 CFR, chapter I, subchapter N. In those cases where a CDPS permit violation has occurred because of the failure of the Permittee to properly develop and enforce Pretreatment Standards and requirements as necessary to protect the DWTW, the state permitting authority and/or Approval Authority shall hold the Permittee and/or industrial user responsible and may take legal action against the Permittee as well as the Industrial user(s) contributing to the permit violation.

C. DEFINITION OF TERMS

1. "Acute Toxicity" - The acute toxicity limitation is exceeded if the LC50 is at any effluent concentration less than or equal to the IWC indicated in this permit.
2. "Antidegradation limits" - See "Two (2) - Year Rolling Average".
3. "Applicable water quality criterion (AWQC)" is the quantitation target level or goal. The AWQC may be one of the following:

Where an effluent limit has been established,

- i. The AWQC is the effluent limit.

Where an effluent limit has not been established, the AWQC may be

- i. An applicable technology based effluent limit (TBEL);

- ii. Half of a water quality standard;
 - iii. Half of a water quality standard as assessed in the receiving water, or potential WQBEL; or
 - iv. Half of a potential antidegradation based effluent limitation, which can be an antidegradation based average concentration or a potential non-impact limit.
4. "Chronic toxicity", which includes lethality and growth or reproduction, occurs when the NOEC and IC25 are at an effluent concentration less than the IWC indicated in this permit.
 5. "Composite" sample is a minimum of four (4) grab samples collected at equally spaced two (2) hour intervals and proportioned according to flow. For a SBR type treatment system, a composite sample is defined as sampling equal aliquots during the beginning, middle and end of a decant period, for two consecutive periods during a day (if possible).
 6. "Continuous" measurement, is a measurement obtained from an automatic recording device which continually measures the effluent for the parameter in question, or that provides measurements at specified intervals.
 7. "Daily Maximum limitation" for all parameters (except temperature, pH, dissolved oxygen, and WET) means the limitation for this parameter shall be applied as an average of all samples collected in one calendar day. For these parameters the DMR shall include the highest of the daily averages. For pH and dissolved oxygen, this means an instantaneous maximum (and/or instantaneous minimum) value. For WET, this means an instantaneous minimum value. The instantaneous value is defined as the analytical result of any individual sample. For pH and dissolved oxygen, DMRs shall include the maximum (and/or minimum) of all instantaneous values within the calendar month. For WET, DMRs shall include the minimum of all instantaneous values within the reporting period. For pH and dissolved oxygen, the value beyond the noted daily maximum limitation for the indicated parameter shall be considered a violation of this permit. For temperature, see Daily Maximum Temperature. For WET violation and failure descriptions, see Part I.B.5.
 8. "Daily Maximum Temperature (DM)" is defined in the Basic Standards and Methodologies for Surface Water 1002-31, as the highest two-hour average water temperature recorded during a given 24-hour period. This will be determined using a rolling 2-hour maximum temperature. If data is collected every 15 minutes, a 2 hour maximum can be determined on every data point after the initial 2 hours of collection. Note that the time periods that overlap days (Wednesday night to Thursday morning) do not matter as the reported value on the DMR is the greatest of all the 2-hour averages.

This would continue throughout the course of a calendar day. The highest of these 2 hour averages over a month would be reported on the DMR as the daily maximum temperature. At the end/beginning of a month, the collected data should be used for the month that contains the greatest number of minutes in the 2-hour maximum.
 9. "Dissolved (D) metals fraction" is defined in the Basic Standards and Methodologies for Surface Water 1002-31, as that portion of a water and suspended sediment sample which passed through a 0.40 or 0.45 UM (micron) membrane filter. Determinations of "dissolved" constituents are made using the filtrate. This may include some very small (colloidal) suspended particles which passed through the membrane filter as well as the amount of substance present in true chemical solution.
 10. "Geometric mean" for *E. coli* bacteria concentrations, the thirty (30) day and seven (7) day averages shall be determined as the geometric mean of all samples collected in a thirty (30) day period and the geometric mean of all samples taken in a seven (7) consecutive day period respectively. The geometric mean may be calculated using two different methods. For the methods shown, a, b, c, d, etc. are individual sample results, and n is the total number of samples.

Method 1:

Geometric Mean = $(a*b*c*d*...)^{(1/n)}$ "*" - means multiply

Method 2:

Geometric Mean = antilog ($[\log(a)+\log(b)+\log(c)+\log(d)+\dots]/n$)

Graphical methods, even though they may also employ the use of logarithms, may introduce significant error and may not be used.

In calculating the geometric mean, for those individual sample results that are reported by the analytical laboratory to be "less than" a numeric value, a value of 1 should be used in the calculations. If all individual analytical results for the month are reported to be less than numeric values, then report "less than" the largest of those numeric values on the monthly DMR. Otherwise, report the calculated value.

For any individual analytical result of "too numerous to count" (TNTC), that analysis shall be considered to be invalid and another sample shall be promptly collected for analysis. If another sample cannot be collected within the same sampling period for which the invalid sample was collected (during the same month if monthly sampling is required, during the same week if weekly sampling is required, etc.), then the following procedures apply:

- i. A minimum of two samples shall be collected for coliform analysis within the next sampling period.
- ii. If the sampling frequency is monthly or less frequent: For the period with the invalid sample results, leave the spaces on the corresponding DMR for reporting coliform results empty and attach to the DMR a letter noting that a result of TNTC was obtained for that period, and explain why another sample for that period had not been collected.

If the sampling frequency is more frequent than monthly: Eliminate the result of TNTC from any further calculations, and use all the other results obtained within that month for reporting purposes. Attach a letter noting that a result of TNTC was obtained, and list all individual analytical results and corresponding sampling dates for that month.

11. "Grab" sample, is a single "dip and take" sample so as to be representative of the parameter being monitored.
12. "IC25" or "Inhibition Concentration" is a point estimate of the toxicant concentration that would cause a given percent reduction in a non-lethal biological measurement (e.g. growth or reproduction) calculated from a continuous model (i.e. interpolation method). IC25 is a point estimate of the toxic concentration that would cause a 25-percent reduction in a non-lethal biological measurement.
13. "In-situ" measurement is defined as a single reading, observation or measurement taken in the field at the point of discharge.
14. "Instantaneous" measurement is a single reading, observation, or measurement performed on site using existing monitoring facilities.
15. "LC50" or "Lethal Concentration" is the toxic or effluent concentration that would cause death in 50 percent of the test organisms over a specified period of time.
16. "Maximum Weekly Average Temperature (MWAT)" is defined in the Basic Standards and Methodologies for Surface Water 1002-31, as an implementation statistic that is calculated from field monitoring data. The MWAT is calculated as the largest mathematical mean of multiple, equally spaced, daily temperatures over a seven-day consecutive period, with a minimum of three data points spaced equally through the day. For lakes and reservoirs, the MWAT is assumed to be equivalent to the maximum WAT from at least three profiles distributed throughout the growing season (generally July-September).

The MWAT is calculated by averaging all temperature data points collected during a calendar day, and then averaging the daily average temperatures for 7 consecutive days. This 7 day averaging period is a rolling average, i.e. on the 8th day, the MWAT will be the averages of the daily averages of days 2-8. The

value to be reported on the DMR is the highest of all the rolling 7-day averages throughout the month. For those days that are at the end/beginning of the month, the data shall be reported for the month that contains 4 of the 7 days.

- Day 1: Average of all temperature data collected during the calendar day.
- Day 2: Average of all temperature data collected during the calendar day.
- Day 3: Average of all temperature data collected during the calendar day.
- Day 4: Average of all temperature data collected during the calendar day.
- Day 5: Average of all temperature data collected during the calendar day.
- Day 6: Average of all temperature data collected during the calendar day.
- Day 7: Average of all temperature data collected during the calendar day.
- Day 8: Average of all temperature data collected during the calendar day.
1st MWAT Calculation as average of previous 7 days
- Day 9: Average of all temperature data collected during the calendar day.
2nd MWAT Calculation as average of previous 7 days
3rd MWAT Calculation as average of previous 7 days

17. "Minimum level (ML)" means the lowest concentration of an analyte that can be accurately and precisely quantified using a given method, as determined by the laboratory.
18. "NOEC" or "No-Observed-Effect-Concentration" is the highest concentration of toxicant to which organisms are exposed in a full life cycle or partial life cycle (short term) test, that causes no observable adverse effects on the test organisms (i.e. the highest concentration of toxicant in which the values for the observed responses are not statistically different from the controls). This value is used, along with other factors, to determine toxicity limits in permits.
19. "Potentially dissolved (PD) metals fraction" is defined in the Basic Standards and Methodologies for Surface Water 1002-31, as that portion of a constituent measured from the filtrate of a water and suspended sediment sample that was first treated with nitric acid to a pH of 2 or less and let stand for 8 to 96 hours prior to sample filtration using a 0.40 or 0.45-UM (micron) membrane filter. Note the "potentially dissolved" method cannot be used where nitric acid will interfere with the analytical procedure used for the constituent measured.
20. "Practical Quantitation Limit (PQL)" means the minimum concentration of an analyte (substance) that can be measured with a high degree of confidence that the analyte is present at or above that concentration. The use of PQL in this document may refer to those PQLs shown in Part I.D of this permit or the PQLs of an individual laboratory.
21. "Quarterly measurement frequency" means samples may be collected at any time during the calendar quarter if a continual discharge occurs. If the discharge is intermittent, then samples shall be collected during the period that discharge occurs.
22. "Recorder" requires the continuous operation of an automatic data retention device for providing required records such as a data logger, a chart and/or totalizer (or drinking water rotor meters or pump hour meters where previously approved.)
23. SAR and Adjusted SAR - The equation for calculation of SAR-adj is:

$$SAR-adj = \frac{Na^+}{\sqrt{\frac{Ca_x + Mg^{++}}{2}}}$$

Where:

Na+ = Sodium in the effluent reported in meq/l

Mg⁺⁺ = Magnesium in the effluent reported in meq/l
Cax = calcium (in meq/l) in the effluent modified due to the ratio of bicarbonate to calcium

The values for sodium (Na⁺), calcium (Ca⁺⁺), bicarbonate (HCO₃⁻) and magnesium (Mg⁺⁺) in this equation are expressed in units of milliequivalents per liter (meq/l). Generally, data for these parameters are reported in terms of mg/l, which must then be converted to calculate the SAR. The conversions are:

$$\text{meq/l} = \frac{\text{Concentration in mg/l}}{\text{Equivalent weight in mg/meq}}$$

Where the equivalent weights are determined based on the atomic weight of the element divided by the ion's charge:

- Na⁺ = 23.0 mg/meq (atomic weight of 23, charge of 1)
- Ca⁺⁺ = 20.0 mg/meq (atomic weight of 40.078, charge of 2)
- Mg⁺⁺ = 12.15 mg/meq (atomic weight of 24.3, charge of 2)
- HCO₃⁻ = 61 mg/mep (atomic weight of 61, charge of 1)

The EC and the HCO₃⁻/Ca⁺⁺ ratio in the effluent (calculated by dividing the HCO₃⁻ in meq/l by the Ca⁺⁺ in meq/l) are used to determine the Cax using the following table.

Table - Modified Calcium Determination for Adjusted Sodium Adsorption Ratio

		HCO ₃ /Ca Ratio And EC 1, 2, 3											
		Salinity of Effluent (EC)(dS/m)											
		0.1	0.2	0.3	0.5	0.7	1.0	1.5	2.0	3.0	4.0	6.0	8.0
Ratio of HCO ₃ /Ca	.05	13.20	13.61	13.92	14.40	14.79	15.26	15.91	16.43	17.28	17.97	19.07	19.94
	.10	8.31	8.57	8.77	9.07	9.31	9.62	10.02	10.35	10.89	11.32	12.01	12.56
	.15	6.34	6.54	6.69	6.92	7.11	7.34	7.65	7.90	8.31	8.64	9.17	9.58
	.20	5.24	5.40	5.52	5.71	5.87	6.06	6.31	6.52	6.86	7.13	7.57	7.91
	.25	4.51	4.65	4.76	4.92	5.06	5.22	5.44	5.62	5.91	6.15	6.52	6.82
	.30	4.00	4.12	4.21	4.36	4.48	4.62	4.82	4.98	5.24	5.44	5.77	6.04
	.35	3.61	3.72	3.80	3.94	4.04	4.17	4.35	4.49	4.72	4.91	5.21	5.45
	.40	3.30	3.40	3.48	3.60	3.70	3.82	3.98	4.11	4.32	4.49	4.77	4.98
	.45	3.05	3.14	3.22	3.33	3.42	3.53	3.68	3.80	4.00	4.15	4.41	4.61
	.50	2.84	2.93	3.00	3.10	3.19	3.29	3.43	3.54	3.72	3.87	4.11	4.30
	.75	2.17	2.24	2.29	2.37	2.43	2.51	2.62	2.70	2.84	2.95	3.14	3.28
	1.00	1.79	1.85	1.89	1.96	2.01	2.09	2.16	2.23	2.35	2.44	2.59	2.71
	1.25	1.54	1.59	1.63	1.68	1.73	1.78	1.86	1.92	2.02	2.10	2.23	2.33
	1.50	1.37	1.41	1.44	1.49	1.53	1.58	1.65	1.70	1.79	1.86	1.97	2.07
	1.75	1.23	1.27	1.30	1.35	1.38	1.43	1.49	1.54	1.62	1.68	1.78	1.86
	2.00	1.13	1.16	1.19	1.23	1.26	1.31	1.36	1.40	1.48	1.54	1.63	1.70
	2.25	1.04	1.08	1.10	1.14	1.17	1.21	1.26	1.30	1.37	1.42	1.51	1.58
	2.50	0.97	1.00	1.02	1.06	1.09	1.12	1.17	1.21	1.27	1.32	1.40	1.47
	3.00	0.85	0.89	0.91	0.94	0.96	1.00	1.04	1.07	1.13	1.17	1.24	1.30
3.50	0.78	0.80	0.82	0.85	0.87	0.90	0.94	0.97	1.02	1.06	1.12	1.17	
4.00	0.71	0.73	0.75	0.78	0.80	0.82	0.86	0.88	0.93	0.97	1.03	1.07	
4.50	0.66	0.68	0.69	0.72	0.74	0.76	0.79	0.82	0.86	0.90	0.95	0.99	
5.00	0.61	0.63	0.65	0.67	0.69	0.71	0.74	0.76	0.80	0.83	0.88	0.93	
7.00	0.49	0.50	0.52	0.53	0.55	0.57	0.59	0.61	0.64	0.67	0.71	0.74	
10.00	0.39	0.40	0.41	0.42	0.43	0.45	0.47	0.48	0.51	0.53	0.56	0.58	

	20.00	0.24	0.25	0.26	0.26	0.27	0.28	0.29	0.30	0.32	0.33	0.35	0.37
	30.00	0.18	0.19	0.20	0.20	0.21	0.21	0.22	0.23	0.24	0.25	0.27	0.28

- 1 Adapted from Suarez (1981).
- 2 Assumes a soil source of calcium from lime (CaCO₃) or silicates; no precipitation of magnesium, and partial pressure of CO₂ near the soil surface (PCO₂) is 0.0007 atmospheres.
- 3 Cax, HCO₃, Ca are reported in meq/l; EC is in dS/m (deciSiemens per meter).

Because values will not always be quantified at the exact EC or HCO₃⁻ /Ca⁺⁺ ratio in the table, the resulting Cax must be determined based on the closest value to the calculated value. For example, for a calculated EC of 2.45 dS/m, the column for the EC of 2.0 would be used. However, for a calculated EC of 5.1, the corresponding column for the EC of 6.0 would be used. Similarly, for a HCO₃⁻ /Ca⁺⁺ ratio of 25.1, the row for the 30 ratio would be used.

The Division acknowledges that some effluents may have electrical conductivity levels that fall outside of this table, and others have bicarbonate to calcium ratios that fall outside this table. For example, some data reflect HCO₃⁻ /Ca⁺⁺ ratios greater than 30 due to bicarbonate concentrations reported greater than 1000 mg/l versus calcium concentrations generally less than 10 mg/l (i.e., corresponding to HCO₃⁻ /Ca⁺⁺ ratios greater than 100). Despite these high values exceeding the chart's boundaries, it is noted that the higher the HCO₃⁻ /Ca⁺⁺ ratio, the greater the SAR-adj. Thus, using the Cax values corresponding to the final row containing bicarbonate/calcium ratios of 30, the permittee will actually calculate an SAR-adj that is less than the value calculated if additional rows reflecting HCO₃⁻ /Ca⁺⁺ ratios of greater than 100 were added.

24. "Seven (7) day average" means, with the exception of fecal coliform or *E. coli* bacteria (see geometric mean), the arithmetic mean of all samples collected in a seven (7) consecutive day period. Such seven (7) day averages shall be calculated for all calendar weeks, which are defined as beginning on Sunday and ending on Saturday. If the calendar week overlaps two months (i.e. the Sunday is in one month and the Saturday in the following month), the seven (7) day average calculated for that calendar week shall be associated with the month that contains the Saturday. Samples may not be used for more than one (1) reporting period. (See the "Analytical and Sampling Methods for Monitoring and Reporting Section in Part I.D.5 for guidance on calculating averages and reporting analytical results that are less than the PQL).
25. "Sufficiently sensitive test procedures":
 - i. An analytical method is "sufficiently sensitive" when the method detects and accurately and precisely quantifies the amount of the analyte. In other words there is a valid positive result; or
 - ii. An analytical method is "sufficiently sensitive" when the method accurately and precisely quantifies the result to the AWQC, as demonstrated by the ML is less than or equal to the AWQC. In other words, the level of precision is adequate to inform decision making; or
 - iii. An analytical method is "sufficiently sensitive" when the method achieves the required level of accuracy and precision, as demonstrated by the ML is less than or equal to the PQL. In other words, the most sensitive method is being used and properly followed.
26. "Thirty (30) day average" means, except for fecal coliform or *E. coli* bacteria (see geometric mean), the arithmetic mean of all samples collected during a thirty (30) consecutive-day period, which represents a calendar month. The permittee shall report the appropriate mean of all self-monitoring sample data collected during the calendar month on the Discharge Monitoring Reports. Samples shall not be used for more than one (1) reporting period. (See the "Analytical and Sampling Methods for Monitoring and Reporting Section in Part I.D.5 for guidance on calculating averages and reporting analytical results that are less than the PQL).
27. Toxicity Identification Evaluation (TIE) is a set of site-specific procedures used to identify the specific chemical(s) causing effluent toxicity.
28. "Total Inorganic Nitrogen (T.I.N.)" is an aggregate parameter determined based on ammonia, nitrate and nitrite concentrations. To determine T.I.N. concentrations, the facility must monitor for total ammonia

and total nitrate plus nitrite (or nitrate and nitrite individually) on the same days. The calculated T.I.N. concentrations in mg/L shall then be determined as the sum of the analytical results of same-day sampling for total ammonia (as N) in mg/L, and total nitrate plus nitrite (as N) in mg/L (or nitrate as N and nitrite as N individually). From these calculated T.I.N. concentrations, the daily maximum and thirty (30) day average concentrations for T.I.N. shall be determined in the same manner as set out in the definitions for the daily maximum and thirty (30) day average. (See the “Analytical and Sampling Methods for Monitoring and Reporting Section in Part I.D.5 for guidance on calculating averages and reporting analytical results that are less than the PQL).

29. "Total Metals" means the concentration of metals determined on an unfiltered sample following vigorous digestion (Section 4.1.3), or the sum of the concentrations of metals in both the dissolved and suspended fractions, as described in Manual of Methods for Chemical Analysis of Water and Wastes, U.S. Environmental Protection Agency, March 1979, or its equivalent.
30. "Total Recoverable Metals" means that portion of a water and suspended sediment sample measured by the total recoverable analytical procedure described in Methods for Chemical Analysis of Water and Wastes, U.S. Environmental Protection Agency, March 1979 or its equivalent.
31. Toxicity Reduction Evaluation (TRE) is a site-specific study conducted in a step-wise process to identify the causative agents of effluent toxicity, isolate the source of toxicity, evaluate the effectiveness of toxicity control options, and then confirm the reduction in effluent toxicity after the control measures are put in place.
32. "Twenty four (24) hour composite" sample is a combination of at least eight (8) sample aliquots of at least 100 milliliters, collected at equally spaced intervals during the operating hours of a facility over a twenty-four (24) hour period. For volatile pollutants, aliquots must be combined in the laboratory immediately before analysis. The composite must be flow proportional; either the time interval between each aliquot or the volume of each aliquot must be proportional to either the wastewater or effluent flow at the time of sampling or the total wastewater or effluent flow since the collection of the previous aliquot. Aliquots may be collected manually or automatically.
33. "Twice Monthly" monitoring frequency means that two samples shall be collected each calendar month on separate weeks with at least one full week between the two sample dates. Also, there shall be at least one full week between the second sample of a month and the first sample of the following month.
34. "Two (2) -Year Rolling Average" (Antidegradation limits)- the average of all monthly average data collected in a two year period. Reporting of two-year rolling average results should begin in the first DMR due once the reporting requirements has been in place for a two year period. To calculate a two-year rolling average, add the current monthly average to the previous 23 monthly averages and divide the total by 24. This methodology continues on a rolling basis as long as the two year rolling average reporting and/or effluent limit applies (i.e., in the first reporting period use data from month 1 to month 24, in the second reporting period use data from month 2 to month 25, then month 3 to month 26, etc). Ongoing reporting is required across permit terms when data is available for a two year period.
35. "Visual" observation is observing the discharge to check for the presence of a visible sheen or floating oil.
36. "Water Quality Control Division" or "Division" means the state Water Quality Control Division as established in 25-8-101 et al.)

Additional relevant definitions are found in the Colorado Water Quality Control Act, CRS §§ 25-8-101 et seq., the Colorado Discharge Permit System Regulations, Regulation 61 (5 CCR 1002-61) and other applicable regulations.

D. GENERAL MONITORING, SAMPLING AND REPORTING REQUIREMENTS

1. Routine Reporting of Data

Reporting of the data gathered in compliance with Part I.A or Part I.B shall be on a **monthly** basis. Reporting of all data gathered shall comply with the requirements of Part I.D. (General Requirements).

Monitoring results shall be summarized for each calendar month via the division's NetDMR service unless a waiver is granted in compliance with 40 CFR 127. If a waiver is granted, monitoring results shall be reported on division approved discharge monitoring report (DMR) forms (EPA form 3320-1).

Reporting No Discharge:

If no discharge occurs during the reporting period, a DMR must still be submitted. However, "No Discharge" shall be reported on the paper DMR and if reporting electronically please use the No Data Code (NODI) "C" for No Discharge in NetDMR.

When submitting monitoring results via NetDMR, the Copy of Record shall reflect that the DMR was signed and submitted no later than the 28th day of the month following the reporting period. If submitting DMRs by mail, which is only allowed if a waiver has been granted, one copy of the DMR form shall be mailed to the division at the address provided below, so that the DMR is received no later than the 28th day of the month following the reporting period.

If mailing, the original signed copy of each DMR shall be submitted to the division at the following address:

Colorado Department of Public Health and Environment
Water Quality Control Division
WQCD-P-B2
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

The Discharge Monitoring Report paper and electronic forms shall be filled out accurately and completely in accordance with the requirements of this permit and the instructions on the forms; and signed by an authorized person as identified in Part II.K.1.

2. Annual Biosolids Report

The permittee shall provide the results of all biosolids monitoring and information on management practices, land application sites, site restrictions and certifications. Such information shall be provided no later than **February 19th** of each year. Reports shall be submitted addressing all such activities that occurred in the previous calendar year. If no biosolids were applied to the land during the reporting period, "no biosolids applied" shall be reported. Until further notice, biosolids monitoring results shall be reported on forms, or copies of forms, provided by the Division. Annual Biosolids Reports required herein, shall be signed and certified in accordance with the Signatory Requirements, Part I.D.1, and submitted as follows:

The original copy of each form shall be submitted to the following address:

COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT,
WATER QUALITY CONTROL DIVISION
WQCD-PERMITS-B2
4300 CHERRY CREEK DRIVE SOUTH
DENVER, COLORADO 80246-1530

A copy of each form shall be submitted electronically or to the following address if any one of below conditions applies to this facility:

1. design flow rate is equal to or greater than one million gallons per day,
2. serves 10,000 people or more, or
3. is required to have an approved pretreatment program.

EPA REGION 7
WWPD/WENF
11201 RENNER BOULEVARD
LENEXA, KANSAS 66219

ATTENTION: BIOSOLIDS PROGRAM MANAGER

3. Representative Sampling

Samples and measurements taken for the respective identified monitoring points as required herein shall be representative of the volume and nature of: 1) all influent wastes received at the facility, including septage, biosolids, etc.; 2) the monitored effluent discharged from the facility; and 3) biosolids produced at the facility. All samples shall be taken at the monitoring points specified in this permit and, unless otherwise specified, before the influent, effluent, or biosolids wastestream joins or is diluted by any other wastestream, body of water, or substance. Monitoring points shall not be changed without notification to and prior approval by the Division.

4. Influent and Effluent Sampling Points

Influent and effluent sampling points shall be so designed or modified so that: 1) a sample of the influent can be obtained after preliminary treatment and prior to primary or biological treatment and 2) a sample of the effluent can be obtained at a point after the final treatment process and prior to discharge to state waters. The permittee shall provide access to the Division to sample at these points.

5. Analytical and Sampling Methods for Monitoring and Reporting

The permittee shall install, calibrate, use and maintain monitoring methods and equipment, including biological and indicated pollutant monitoring methods. All sampling shall be performed by the permittee according to specified methods in 40 C.F.R. Part 136; methods approved by EPA pursuant to 40 C.F.R. Part 136; or methods approved by the division in the absence of a method specified in or approved pursuant to 40 C.F.R. Part 136.

The permittee may use an equivalent and acceptable alternative to an EPA-approved method without EPA review where the requirements of 40 CFR Part 136.6 are met and documented. The permittee may use an Alternative Test Procedure (ATP). An ATP is defined as a way in which an analyte is identified and quantified that is reviewed and approved by EPA in accordance with 40 CFR Part 136.4 for nationwide use, or a modification to a 40 CFR 136 approved method that is reviewed and approved by EPA in accordance with 40 CFR Part 136.5 for limited use.

- a. The permittee must select a test procedure that is “sufficiently sensitive” for all monitoring conducted in accordance with this permit.
- b. The PQLs for specific parameters are listed in the table below.
- c. If the permit contains an interim effluent limitation (a limit is report until such time as a numeric effluent limit becomes effective) for a parameter, the final numeric effluent limit shall be considered the AWQC for the purpose of determining whether a test method is sufficiently sensitive.
- d. When the analytical method which complies with the above requirements has an ML greater than the permit limit, and the permittee’s analytical result is less than the ML, the permittee shall report “BDL” on the DMR. Such reports will not be considered as violations of the permit limit, as long as the method is sufficiently sensitive. For parameters that have a report only limitation, and the permittee’s analytical result is less than the ML, (where X = the ML) “< X” shall be reported on the DMR.

- e. In the calculation of average concentrations (i.e. 7- day, 30-day average, 2-year rolling average) any individual analytical result that is less than the ML shall be considered to be zero for the calculation purposes. When reporting:

If all individual analytical results are less than the ML, the permittee shall report either “BDL” or “<X” (where X = the ML), following the guidance above.

If one or more individual results is greater than the ML, an average shall be calculated and reported. Note that it does not matter if the final calculated average is greater or less than the ML, it must be reported as a value.

Table Practical quantitation limits - Metals, inorganics, nutrients, radiological parameters, and nonylphenol

Parameter	Reporting Units	PQL	Parameter	Reporting Units	PQL
Aluminum	µg/L ¹	15	Ammonia Nitrogen	mg/L ² N	0.2
Antimony	µg/L	2	Nitrate+Nitrite Nitrogen	mg/L N	0.1
Arsenic	µg/L	1	Nitrate Nitrogen	mg/L N	0.1
Barium	µg/L	1	Nitrite Nitrogen	mg/L N	0.05
Beryllium	µg/L	2	Total Kjeldahl Nitrogen	mg/L N	0.5
Boron	µg/L	20	Total Nitrogen	mg/L N	0.5
Cadmium	µg/L	0.5	Total Inorganic Nitrogen	mg/L N	0.2
Calcium	µg/L	120	Phosphorus	mg/L P	0.05 ³
Chromium	µg/L	20	BOD/CBOD	mg/L	2
Chromium, Trivalent	µg/L	---	Chloride	mg/L	2
Chromium, Hexavalent	µg/L	20 ^{3, 4}	Total Residual Chlorine, DPD	mg/L	0.5
Copper	µg/L	2	Total Residual Chlorine, Amperimetric	mg/L	0.05
Iron	µg/L	20 ³	Cyanide	µg/L	10 ³
Lead	µg/L	0.5	Fluoride	mg/L	0.5
Magnesium	µg/L	35	Phenols	µg/L	30
Manganese	µg/L	2	Sulfate	mg/L	2
Mercury	µg/L	0.2 ³	Sulfide	mg/L H ₂ S	0.1
Mercury, Low Level	µg/L	0.002	Total Dissolved Solids (TDS)	mg/L	10
Molybdenum	µg/L	0.5	Total Suspended Solids (TSS)	mg/L	5
Nickel	µg/L	1	Radium-226	pCi/L	1
Selenium	µg/ L	1 ³	Radium-228	pCi/L	1
Silver	µg/ L	0.5	Uranium	µg/ L	1
Sodium	µg/ L	150	Nonylphenol, ASTM D7065	µg/ L	10
Thallium	µg/ L	0.5			
Zinc	µg/ L	10			

¹ µg/L = micrograms per liter

² mg/L = milligrams per liter

³ PQL established based on parameter specific evaluation

⁴ For hexavalent chromium, samples must be unacidified so dissolved concentrations will be measured rather than potentially dissolved concentrations.

6. Flow Measuring Devices

Unless exempted in Part I.A of this permit, flow metering at the headworks shall be provided to give representative values of throughput and treatment of the wastewater system. The metering device shall be equipped with a local flow indication instrument and a flow indication-recording-totalization device suitable for providing permanent flow records, which should be in the plant control building.

For mechanical facilities, where influent flow metering is not practical and the same results may be obtained from metering at the effluent end of the treatment facility, this type of flow metering arrangement will be considered, and if approved, noted in Part I.A of this permit. For lagoons, an instantaneous or continuous effluent flow measuring device shall be required in addition to the above described influent flow measuring device.

At the request of the Division, the permittee must be able to show proof of the accuracy of any flow-measuring device used in obtaining data submitted in the monitoring report. The flow-measuring device must indicate values within ten (10) percent of the actual flow being measured.

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PART II

Part II contains standard conditions required by federal regulation to be included in all NPDES permits (see 40 C.F.R. 122.41). Part I contains permit specific requirements. To the extent that Part I conflicts with the standard terms and conditions of Part II, the requirements of Part I shall control.

A. DUTY TO COMPLY

1. The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Water Quality Control Act and is grounds for: 1) enforcement action; 2) permit termination, revocation and reissuance, or modification; or 3) denial of a permit renewal application.
2. Federal Enforcement:
 - a. The permittee shall comply with effluent standards or prohibitions established under section 307(a) of the Clean Water Act for toxic pollutants and with standards for sewage sludge use or disposal established under section 405(d) of the CWA within the time provided in the regulations that establish these standards or prohibitions or standards for sewage sludge use or disposal, even if the permit has not yet been modified to incorporate the requirement.
 - b. The Clean Water Act provides that any person who violates section 301, 302, 306, 307, 308, 318 or 405 of the Act, or any permit condition or limitation implementing any such sections in a permit issued under section 402, or any requirement imposed in a pretreatment program approved under sections 402(a)(3) or 402(b)(8) of the Act, is subject to a civil penalty not to exceed \$25,000 per day for each violation. The Clean Water Act provides that any person who *negligently* violates sections 301, 302, 306, 307, 308, 318, or 405 of the Act, or any condition or limitation implementing any of such sections in a permit issued under section 402 of the Act, or any requirement imposed in a pretreatment program approved under section 402(a)(3) or 402(b)(8) of the Act, is subject to criminal penalties of \$2,500 to \$25,000 per day of violation, or imprisonment of not more than 1 year, or both. In the case of a second or subsequent conviction for a negligent violation, a person shall be subject to criminal penalties of not more than \$50,000 per day of violation, or by imprisonment of not more than 2 years, or both. Any person who *knowingly* violates such sections, or such conditions or limitations is subject to criminal penalties of \$5,000 to \$50,000 per day of violation, or imprisonment for not more than 3 years, or both. In the case of a second or subsequent conviction for a knowing violation, a person shall be subject to criminal penalties of not more than \$100,000 per day of violation, or imprisonment of not more than 6 years, or both. Any person who knowingly violates section 301, 302, 303, 306, 307, 308, 318 or 405 of the Act, or any permit condition or limitation implementing any of such sections in a permit issued under section 402 of the Act, and who knows at that time that he thereby places another person in imminent danger of death or serious bodily injury, shall, upon conviction, be subject to a fine of not more than \$250,000 or imprisonment of not more than 15 years, or both. In the case of a second or subsequent conviction for a knowing endangerment violation, a person shall be subject to a fine of not more than \$500,000 or by imprisonment of not more than 30 years, or both. An organization, as defined in section 309(c)(3)(B)(iii) of the CWA, shall, upon conviction of violating the imminent danger provision, be subject to a fine of not more than \$1,000,000 and can be fined up to \$2,000,000 for second or subsequent convictions.
 - c. Any person may be assessed an administrative penalty by the Administrator for violating section 301, 302, 306, 307, 308, 318 or 405 of this Act, or any permit condition or limitation implementing any of such sections in a permit issued under section 402 of this Act. Administrative penalties for Class I violations are not to exceed \$10,000 per violation, with the maximum amount of any Class I penalty assessed not to exceed \$25,000. Penalties for Class II violations are not to exceed \$10,000 per day for each day during which the violation continues, with the maximum amount of any Class II penalty not to exceed \$125,000.

B. DUTY TO REAPPLY

If the permittee plans to continue an activity regulated by this permit after the expiration date of this permit, they must apply for and obtain a new permit within 180 days as required by Regulation 61.4 and 61.10.

C. NEED TO HALT OR REDUCE ACTIVITY NOT A DEFENSE

It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

D. DUTY TO MITIGATE

A permittee must take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.

E. PROPER OPERATION AND MAINTENANCE

A permittee must at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) that are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems which are installed only when the operation is necessary to achieve compliance with the conditions of this permit.

F. PERMIT ACTIONS

This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. Any request for modification, revocation, reissuance, or termination under this permit must comply with all terms and conditions of Regulation 61.8(8).

G. PROPERTY RIGHTS

In accordance with 40 CFR §122.41(g) and Regulation 61.8(9):

1. The issuance of a permit does not convey any property or water rights in either real or personal property, or stream flows or any exclusive privilege.
2. The issuance of a permit does not authorize any injury to person or property or any invasion of personal rights, nor does it authorize the infringement of federal, state, or local laws or regulations.
3. Except for any toxic effluent standard or prohibition imposed under Section 307 of the Clean Water Act or any standard for sewage sludge use or disposal under Section 405(d) of the Federal act, compliance with a permit during its term constitutes compliance, for purposes of enforcement, with Sections 301, 302, 306, 318, 403, and 405(a) and (b) of the Clean Water Act. However, a permit may be modified, revoked and reissued, or terminated during its term for cause as set forth in Section 61.8(8) of the Colorado Discharge Permit System Regulations.

H. DUTY TO PROVIDE INFORMATION

The permittee shall furnish to the division, within a reasonable time, any information which the division may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit. The permittee shall also furnish to the division, upon request, copies of records required to be kept by this permit in accordance with 40 CFR §122.41(h) and/or Regulation 61.8(3)(q).

I. INSPECTION AND ENTRY

The permittee shall allow the division and the authorized representative, including U.S. EPA, and/or their authorized representatives (including an authorized contractor acting as their representative), upon the presentation of credentials as required by law, to conduct inspections in accordance with 40 CFR §122.41(i), Regulation 61.8(3), and Regulation 61.8(4):

1. To enter upon the permittee's premises where a regulated facility or activity is located or conducted in which any records are required to be kept under the terms and conditions of this permit;

2. At reasonable times to have access to and copy any records required to be kept under the terms and conditions of this permit and to inspect any facilities, equipment (including monitoring and control equipment), practices, operations or monitoring method regulated or required in the permit;
3. To enter upon the permittee's premises in a reasonable manner and at a reasonable time to inspect or investigate, any actual, suspected, or potential source of water pollution, or to ascertain compliance or noncompliance with the Colorado Water Quality Control Act or any other applicable state or federal statute or regulation or any order promulgated by the division, and;
4. Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act, any substances or parameters at any location.

J. MONITORING AND RECORDS

1. Samples and measurements taken for the purpose of monitoring must be representative of the volume and nature of the monitored activity.
2. Monitoring must be conducted according to test procedures approved under 40 C.F.R. part 136 for the analyses of pollutants unless another method is required under 40 C.F.R. subchapters N or O. In the case of pollutants for which there are no approved methods under 40 C.F.R. part 136 or otherwise required under 40 C.F.R. subchapters N or O, monitoring must be conducted according to a test procedure specified in this permit for such pollutants.
3. Except for records of monitoring information required by this permit related to the permittee's sewage sludge use and disposal activities, which shall be retained for a period of at least five years (or longer as required by 40 CFR part 503), the permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least 3 years from the date of the sample, measurement, report or application. This period may be extended by request of the Director at any time.
4. Records of monitoring information must include:
 - a. The date, exact place, and time of sampling or measurements;
 - b. The individual(s) who performed the sampling or measurements;
 - c. The date(s) analyses were performed
 - d. The individual(s) who performed the analyses;
 - e. The analytical techniques or methods used; and
 - f. The results of such analyses.
5. The permittee shall install, calibrate, use and maintain monitoring methods and equipment, including biological and indicated pollutant monitoring methods. All sampling shall be performed by the permittee according to specified methods in 40 C.F.R. Part 136; methods approved by EPA pursuant to 40 C.F.R. Part 136; or methods approved by the National ATP Coordinator in the absence of a method specified in or approved pursuant to 40 C.F.R. Part 136.
6. The permittee shall retain for a minimum of three (3) years records of all monitoring information, including all original strip chart recordings for continuous monitoring instrumentation, all calibration and maintenance records, copies of all reports required by this permit and records of all data used to complete the application for this permit. This period of retention shall be extended during the course of any unresolved litigation regarding the discharge of pollutants by the permittee or when requested by the Division or Regional Administrator.

K. SIGNATORY REQUIREMENTS

1. Authorization to Sign: All documents required to be submitted to the division by the permit must be signed in accordance with 40 CFR §122.22, Regulation 61.4, and the following criteria:
 - a. For a corporation: By a responsible corporate officer. For the purpose of this subsection, a responsible corporate officer means: (i) a president, treasurer, or vice president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or (ii) the manager of one or more manufacturing, production, or

operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

- b. For a partnership or sole proprietorship: By a general partner or the proprietor, respectively; or
 - c. For a municipality, state, federal, or other public agency: By either a principal executive officer or ranking elected official. For purposes of this subsection, a principal executive officer of a federal agency includes (i) the chief executive officer of the agency, or (ii) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency. (e.g., Regional Administrator of EPA).
 - d. By a duly authorized representative in accordance with 40 C.F.R. 122.22(b), only if:
 - i. the authorization is made in writing by a person described in Part II.K.1.a, b, or c above;
 - ii. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position); and,
 - iii. The written authorization is submitted to the Division.
2. Any person(s) signing documents required for submittal to the Division must make the following certification:
“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.”
3. The CWA provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than 6 months per violation, or by both.

L. REPORTING REQUIREMENTS

- 1. **Planned Changes:** The permittee shall give advance notice to the division, in writing, of any planned physical alterations or additions to the permitted facility in accordance with 40 CFR §122.41(l) and Regulation 61.8(5)(a) and Part II.O. of this permit. Notice is required only when:
 - a. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR §122.29(b); or
 - b. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under 40 CFR §122.41(a)(1).
 - c. The alteration or addition results in a significant change in the permittee's sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan.
- 2. **Anticipated Non-Compliance:** The permittee shall give advance notice to the division, in writing, of any planned changes in the permitted facility or activity that may result in noncompliance with permit

requirements. The timing of notification requirements differs based on the type of non-compliance as described below.

3. **Transfer of Ownership or Control:** The permittee shall notify the division, in writing, thirty (30) calendar days in advance of a proposed transfer of the permit. This permit is not transferable to any person except after notice to the division. The division may require modification or revocation and reissuance of the permit to change the name of the permittee and incorporate such other requirements as may be necessary under the Clean Water Act.
4. **Monitoring reports:** Monitoring results must be reported at the intervals specified in this permit.
 - a. If the permittee monitors any pollutant at the approved monitoring locations listed in Part I.A.1 more frequently than that required by this permit using test procedures approved under 40 CFR Part 136, or another method required for an industry-specific waste stream under 40 CFR subchapters N or O, the results of such monitoring shall be included in the calculation and reporting of the data submitted in the DMR or sludge reporting form specified by the Director.
 - b. Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified by the Division in the permit.
5. **Compliance Schedules:** Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule in the permit, shall be submitted on the date listed in the compliance schedule section. The fourteen (14) calendar day provision in Regulation 61.8(4)(n)(i) has been incorporated into the due date.
6. **Twenty-four hour reporting:**
 - a. In addition to the reports required elsewhere in this permit, the permittee shall report the following circumstances orally within twenty-four (24) hours from the time the permittee becomes aware of the circumstances, and shall mail to the division a written report containing the information requested within five (5) working days after becoming aware of the following circumstances:
 - i. Circumstances leading to any noncompliance which may endanger health or the environment regardless of the cause of the incident;
 - ii. Circumstances leading to any unanticipated bypass which exceeds any effluent limitations in the permit;
 - iii. Circumstances leading to any upset which causes an exceedance of any effluent limitation in the permit; or
 - iv. Daily maximum violations for any of the pollutants limited by Part I.A of this permit as specified in Part III of this permit]. This includes any toxic pollutant or hazardous substance or any pollutant specifically identified as the method to control any toxic pollutant or hazardous substance.
 - b. The report shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times), and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.
 - c. For noncompliance events related to combined sewer overflows, sanitary sewer overflows, or bypass events, these reports must include the data described above (with the exception of time of discovery) as well as the type of event (combined sewer overflows, sanitary sewer overflows, or bypass events), type of sewer overflow structure (e.g., manhole, combine sewer overflow outfall), discharge volumes untreated by the treatment works treating domestic sewage, types of human health and environmental impacts of the sewer overflow event, and whether the noncompliance was related to wet weather.
 - i. As of December 21, 2020 all reports related to combined sewer overflows, sanitary sewer overflows, or bypass events submitted in compliance with this section must be submitted electronically by the permittee to the Division.
7. **Other non-compliance:** A permittee must report all instances of noncompliance at the time monitoring reports are due. These reports may be submitted annually in accordance with Regulation 61.8(4)(p) and/or 61.8(5)(f), but may be submitted at a more frequent interval.

8. Other information: Where a permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application, or in any report to the division it has a duty to promptly submit such facts or information.

M. BYPASS

1. Definitions:
 - a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility in accordance with Regulation 61.2(12).
 - b. Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production. See 40 CFR §122.41(m)(1)(ii).
2. Bypass not exceeding limitations. You may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Appendix I, Subsections I.13.3 and I.13.4. See 40 CFR §122.41(m)(2).
3. Notice of bypass:
 - a. Anticipated bypass. If you know in advance of the need for a bypass, you must submit prior notice, if possible at least ten days before the date of the bypass. See 40 CFR §122.41(m)(3)(i).
 - b. Unanticipated bypass. You must submit notice of an unanticipated bypass as required in Appendix I, Part II.L.6. See 40 CFR §122.41(m)(3)(ii).
4. Prohibition of Bypass: Bypasses are prohibited and the division may take enforcement action against the permittee for bypass, unless:
 - a. the bypass is unavoidable to prevent loss of life, personal injury, or severe property damage;
 - b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - c. proper notices were submitted to the division.
 - i. The Division may approve an anticipated bypass, after considering its adverse effects, if the Division determines that it will meet the three conditions listed.

N. UPSET

1. Definition: "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the permittee. In accordance with 40 CFR §122.41(n) and Regulation 61.2(114), an upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventative maintenance, or careless or improper operation.
2. Effect of an upset: An upset constitutes an affirmative defense to an action brought for noncompliance with permit effluent limitations if the requirements of section 3 are met. A determination made during administrative review of claims that noncompliance was caused by upset is final administrative action subject to judicial review in accordance with Regulation 61.8(3)(j).

***special note:** this provision is consistent with the definition of "Upset" as codified in Regulation 61.2(113). However, the Colorado regulatory definition of upset is less stringent than the federal code of regulations, which restricts the use of an upset defense to noncompliance with technology-based permit effluent limitations only.*

3. Conditions necessary for demonstration of an Upset: A permittee who wishes to establish the affirmative defense of upset shall provide the information required at 5 C.C.R. § 1002-61.8(3)(j) through properly signed contemporaneous operating logs, or other relevant evidence that:
 - a. an upset occurred and the permittee can identify the cause(s) of the upset;
 - b. the permitted facility was at the time being properly maintained; and
 - c. the permittee submitted notice of the upset as required in Part II.L.7 (24-hour notice); and
 - d. The permittee complied with any remedial measure necessary to minimize or prevent any discharge or sludge use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. See also 40 C.F.R. 122.41(n)(3)(i)-(iv).

****special note:**** this provision is consistent with the definition of “Upset” as codified in Regulation 61.2(114). However, the Colorado regulatory definition of upset is less stringent than the federal code of regulations, which restricts the use of an upset defense to noncompliance with technology-based permit effluent limitations only. Colorado’s regulatory definition of bypass is less stringent than the requirements of the federal Clean Water Act.

4. In addition to the demonstration required above, a permittee who wishes to establish the affirmative defense of upset for a violation of effluent limitations based upon water quality standards shall also demonstrate through monitoring, modeling or other methods that the relevant standards were achieved in the receiving water.
5. Burden of Proof: In any enforcement proceeding, the permittee seeking to establish the occurrence of an upset has the burden of proof.

O. REOPENER CLAUSE

Procedures for modification or revocation. Permit modification or revocation of this permit or coverage under this permit will be conducted according to Regulation 61.8(8). This permit may be reopened and modified (following proper administrative procedures) to include the appropriate effluent limitations (and compliance schedule, if necessary), or their appropriate requirements if one of the following events occurs, including but not limited to:

1. Water Quality Standards: The water quality standards of the receiving water(s) to which the permittee discharges are modified in such a manner as to require different effluent limits than contained in this permit.
2. Wasteload Allocation: A wasteload allocation is developed and approved by the State of Colorado and/or EPA for incorporation in this permit.
3. Discharger-specific variance: A variance is adopted by the Water Quality Control Commission.

P. OTHER INFORMATION

When the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Division or U.S. EPA, the Discharger shall promptly submit such facts or information.

Q. SEVERABILITY

The provisions of this permit are severable. If any provisions or the application of any provision of this permit to any circumstances, is held invalid, the application of such provision to other circumstances and the application of the remainder of this permit shall not be affected.

R. NOTIFICATION REQUIREMENTS

1. Notification to Parties: All notification requirements shall be directed as follows:
 - a. Oral Notifications, during normal business hours shall be to:
CDPHE-Emergency Reporting Line: 1-877-518-5608; or

Water Quality Protection Section - Domestic Compliance Program
Water Quality Control Division

Telephone: (303) 692-3500

After hours notifications should be made to the CDPHE-Emergency Reporting Line: 1-877-518-5608.

- b. Written notification shall be to:
Water Quality Protection Section - Domestic Compliance Program
Water Quality Control Division
Colorado Department of Public Health and Environment
WQCD-WQP-B2
4300 Cherry Creek Drive South
Denver, CO 80246-1530

S. RESPONSIBILITIES

Reduction, Loss, or Failure of Treatment Facility: The permittee has the duty to halt or reduce any activity if necessary to maintain compliance with the effluent limitations of the permit. It shall not be a defense for a permittee in an enforcement action that it would be necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

T. OIL AND HAZARDOUS SUBSTANCES LIABILITY

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject to under Section 311 (Oil and Hazardous Substance Liability) of the Clean Water Act.

U. EMERGENCY POWERS

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable State law or regulation under authority granted by Section 510 of the Clean Water Act.

V. CONFIDENTIALITY

Any information relating to any secret process, method of manufacture or production, or sales or marketing data which has been declared confidential by the permittee, and which may be acquired, ascertained, or discovered, whether in any sampling investigation, emergency investigation, Colorado Open Records Act (CORA) request, or otherwise, shall not be publicly disclosed by any member, officer, or employee of the Water Quality Control Commission or the division, but shall be kept confidential. Any person seeking to invoke the protection of this section shall bear the burden of proving its applicability. This section shall never be interpreted as preventing full disclosure of effluent data.

W. FEES

The permittee is required to submit payment of an annual fee as set forth in the 2016 amendments to the Water Quality Control Act. Section 25-8-502 (1.1) (b), and the Regulation 61.15 as amended. Failure to submit the required fee when due and payable is a violation of the permit and will result in enforcement action pursuant to Section 25-8-601 et. seq., C.R.S.1973 as amended.

X. DURATION OF PERMIT

The duration of a permit shall be for a fixed term and shall not exceed five (5) years. If the permittee desires to continue to discharge, a permit renewal application shall be submitted at least one hundred eighty (180) calendar days before this permit expires. Filing of a timely and complete application shall cause the expired permit to continue in force to the effective date of the new permit. The permit's duration may be extended only through administrative extensions and not through interim modifications. If the permittee anticipates there will be no discharge after the expiration date of this permit, the division should be promptly notified so that it can terminate the permit in accordance with Regulation 61.

Y. SECTION 307 TOXICS

If a toxic effluent standard or prohibition, including any applicable schedule of compliance specified, is established by regulation pursuant to section 307 of the clean water act for a toxic pollutant which is present in the permittee's discharge and such standard or prohibition is more stringent than any limitation upon such pollutant in the discharge permit, the division shall institute proceedings to modify or revoke and reissue the permit to conform to the toxic effluent standard or prohibition.

- a. Compliance with a permit condition which implements a particular standard for biosolid use or disposal shall be an affirmative defense in any enforcement action brought for a violation of that standard for biosolid use or disposal.

PART III

Table I—Testing Requirements for Organic Toxic Pollutants by Industrial Category for Existing Dischargers
Industry Category

Adhesives and sealants	Ore mining
Aluminum forming	Organic chemicals manufacturing
Auto and other laundries	Paint and ink formulation
Battery manufacturing	Pesticides
Coal mining	Petroleum refining
Coil coating	Pharmaceutical preparations
Copper forming	Photographic equipment and supplies
Electrical and electronic components	Plastics processing
Electroplating	Plastic and synthetic materials manufacturing
Explosives manufacturing	Porcelain enameling
Foundries	Printing and publishing
Gum and wood chemicals	Pulp and paper mills
Inorganic chemicals manufacturing	Rubber processing
Iron and steel manufacturing	Soap and detergent manufacturing
Leather tanning and finishing	Steam electric power plants
Mechanical products manufacturing	Textile mills
Nonferrous metals manufacturing	Timber products processing

Table II—Organic Toxic Pollutants in Each of Four Fractions in Analysis by Gas Chromatography/Mass

Volatiles	Acid Compounds	Base/Neutral	Pesticides
1V acrolein	1A 2-chlorophenol	1B acenaphthene	1P aldrin
2V acrylonitrile	2A 2,4-dichlorophenol	2B acenaphthylene	2P alpha-BHC
3V benzene	3A 2,4-dimethylphenol	3B anthracene	3P beta-BHC
5V bromoform	4A 4,6-dinitro-o-cresol	4B benzidine	4P gamma-BHC
6V carbon tetrachloride	5A 2,4-dinitrophenol	5B benzo(a)anthracene	5P delta-BHC
7V chlorobenzene	6A 2-nitrophenol	6B benzo(a)pyrene	6P chlordane
8V chlorodibromomethane	7A 4-nitrophenol	7B 3,4-benzofluoranthene	7P 4,4'-DDT
9V chloroethane	8A p-chloro-m-cresol	8B benzo(ghi)perylene	8P 4,4'-DDE
10V 2-chloroethylvinyl ether	9A pentachlorophenol	9B benzo(k)fluoranthene	9P 4,4'-DDD
11V chloroform	10A phenol	10B bis(2-chloroethoxy)methane	10P dieldrin
12V dichlorobromomethane	11A 2,4,6-trichlorophenol	11B bis(2-chloroethyl)ether	11P alpha-endosulfan
14V 1,1-dichloroethane		12B bis(2-chloroisopropyl)ether	12P beta-endosulfan
15V 1,2-dichloroethane		13B bis(2-ethylhexyl)phthalate	13P endosulfan sulfate
16V 1,1-dichloroethylene		14B 4-bromophenyl phenyl ether	14P endrin
17V 1,2-dichloropropane		15B butylbenzyl phthalate	15P endrin aldehyde
18V 1,3-dichloropropylene		16B 2-chloronaphthalene	16P heptachlor
19V ethylbenzene		17B 4-chlorophenyl phenyl ether	17P heptachlor epoxide
20V methyl bromide		18B chrysene	18P PCB-1242
21V methyl chloride		19B dibenzo(a,h)anthracene	19P PCB-1254
22V methylene chloride		20B 1,2-dichlorobenzene	20P PCB-1221
23V 1,1,2,2-tetrachloroethane		21B 1,3-dichlorobenzene	21P PCB-1232
24V tetrachloroethylene		22B 1,4-dichlorobenzene	22P PCB-1248
25V toluene		23B 3,3'-dichlorobenzidine	23P PCB-1260
26V 1,2-trans-dichloroethylene		24B diethyl phthalate	24P PCB-1016
27V 1,1,1-trichloroethane		25B dimethyl phthalate	25P toxaphene
28V 1,1,2-trichloroethane		26B di-n-butyl phthalate	
29V trichloroethylene		27B 2,4-dinitrotoluene	
31V vinyl chloride		28B 2,6-dinitrotoluene	
		29B di-n-octyl phthalate	
		30B 1,2-diphenylhydrazine (as azobenzene)	
		31B fluoranthene	
		32B fluorene	
		33B hexachlorobenzene	
		34B hexachlorobutadiene	
		35B hexachlorocyclopentadiene	
		36B hexachloroethane	
		37B indeno(1,2,3-cd)pyrene	
		38B isophorone	
		39B naphthalene	
		40B nitrobenzene	
		41B N-nitrosodimethylamine	
		42B N-nitrosodi-n-propylamine	
		43B N-nitrosodiphenylamine	
		44B phenanthrene	
		45B pyrene	
		46B 1,2,4-trichlorobenzene	

Table III—Other Toxic Pollutants (Metals and Cyanide) and Total Phenols

Antimony, Total
Arsenic, Total
Beryllium, Total
Cadmium, Total
Chromium, Total
Copper, Total
Lead, Total
Mercury, Total
Nickel, Total
Selenium, Total
Silver, Total
Thallium, Total
Zinc, Total
Cyanide, Total
Phenols, Total

Table IV—Conventional and Nonconventional Pollutants Required To Be Tested by Existing Dischargers if Expected to be Present

Bromide
Chlorine, Total Residual
Color
Fecal Coliform
Fluoride
Nitrate-Nitrite
Nitrogen, Total Organic
Oil and Grease
Phosphorus, Total
Radioactivity
Sulfate
Sulfide
Sulfite
Surfactants
Aluminum, Total
Barium, Total
Boron, Total
Cobalt, Total
Iron, Total
Magnesium, Total
Molybdenum, Total
Manganese, Total
Tin, Total
Titanium, Total

Table V—Toxic Pollutants and Hazardous Substances Required To Be Identified by Existing Dischargers if Expected To Be Present

Toxic Pollutants

Asbestos

Hazardous Substances

Acetaldehyde	Isopropanolamine	Dodecylbenzenesulfonate
Allyl alcohol	Kelthane	
Allyl chloride	Kepone	
Amyl acetate	Malathion	
Aniline	Mercaptodimethur	
Benzonitrile	Methoxychlor	
Benzyl chloride	Methyl mercaptan	
Butyl acetate	Methyl methacrylate	
Butylamine	Methyl parathion	
Captan	Mevinphos	
Carbaryl	Mexacarbate	
Carbofuran	Monoethyl amine	
Carbon disulfide	Monomethyl amine	
Chlorpyrifos	Naled	
Coumaphos	Napthenic acid	
Cresol	Nitrotoluene	
Crotonaldehyde	Parathion	
Cyclohexane	Phenolsulfanate	
2,4-D (2,4-Dichlorophenoxy acetic acid)	Phosgene	
Diazinon	Propargite	
Dicamba	Propylene oxide	
Dichlobenil	Pyrethrins	
Dichlone	Quinoline	
2,2-Dichloropropionic acid	Resorcinol	
Dichlorvos	Strontium	
Diethyl amine	Strychnine	
Dimethyl amine	Styrene	
Dinitrobenzene	2,4,5-T (2,4,5-Trichlorophenoxy acetic acid)	
Diquat	TDE (Tetrachlorodiphenylethane)	
Disulfoton	2,4,5-TP [2-(2,4,5-Trichlorophenoxy) propanoic acid]	
Diuron	Trichlorofan	
Epichlorohydrin	Triethanolamine dodecylbenzenesulfonate	
Ethion	Triethylamine	
Ethylene diamine	Trimethylamine	
Ethylene dibromide	Uranium	
Formaldehyde	Vanadium	
Furfural	Vinyl acetate	
Guthion	Xylene	
Isoprene	Xylenol	
	Zirconium	

Appendix B
SUPPORTING WASTEWATER QUALITY AND
PLANT PERFORMANCE DATA

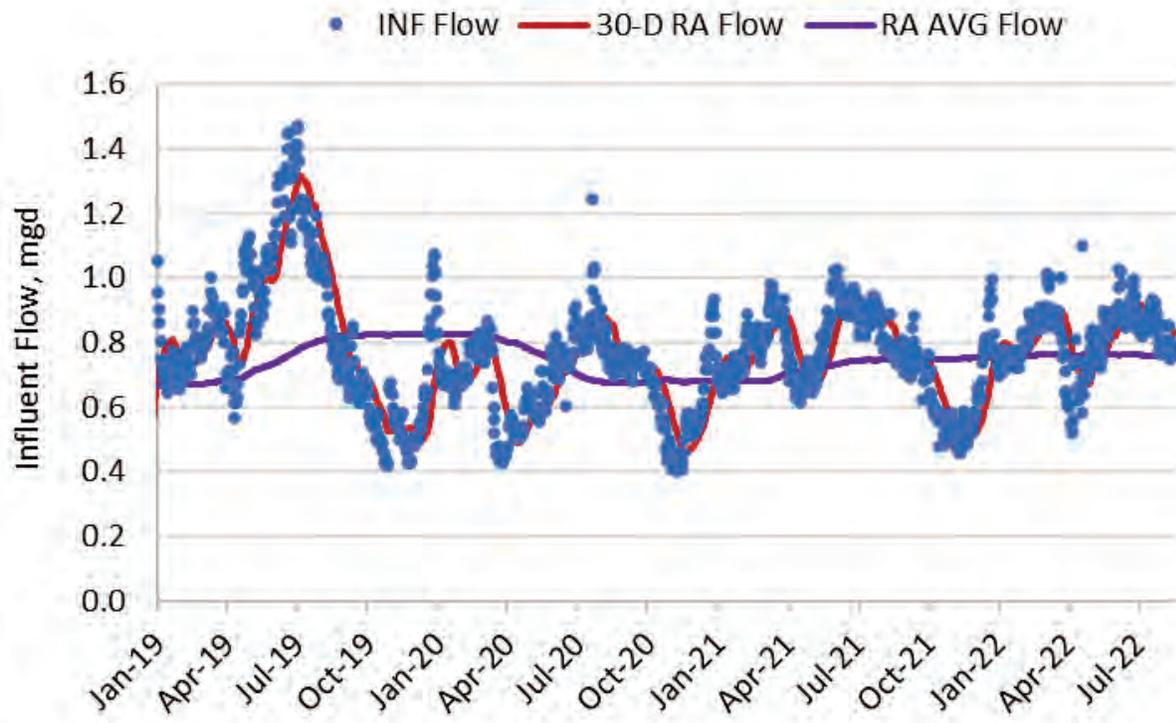


Figure B.1 Historical Influent Wastewater Flow to TRWWTP

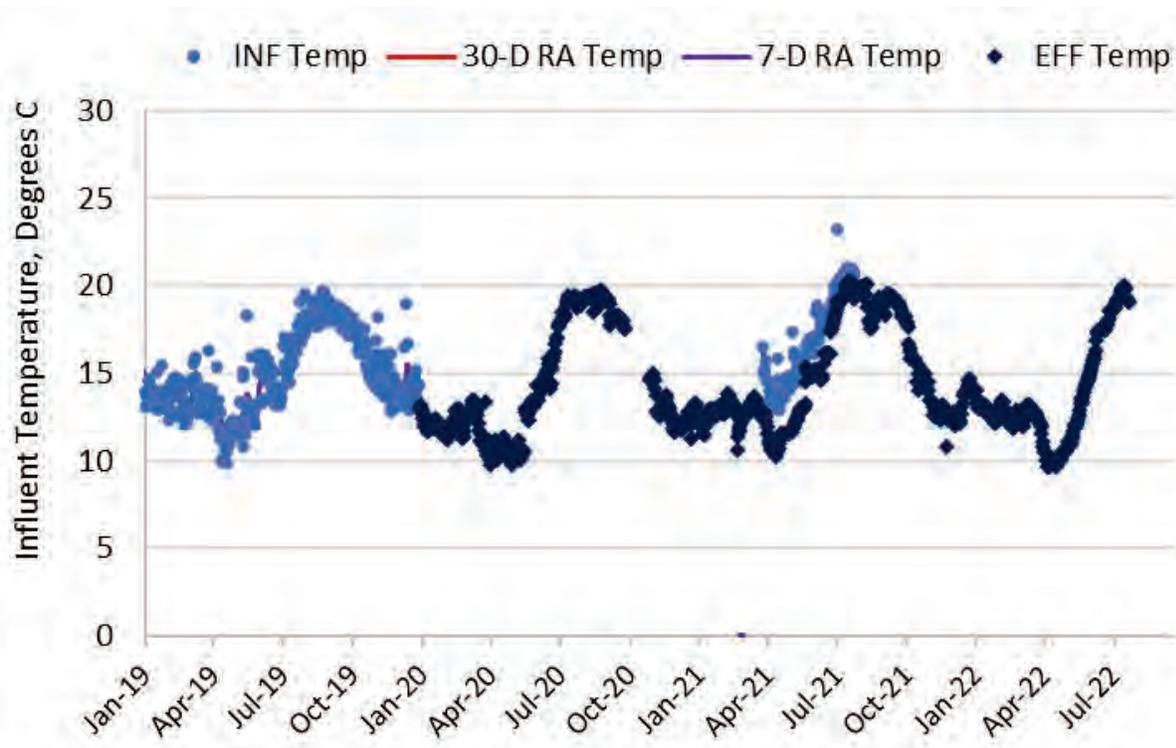


Figure B.2 Historical Influent Wastewater Temperature to TRWWTP

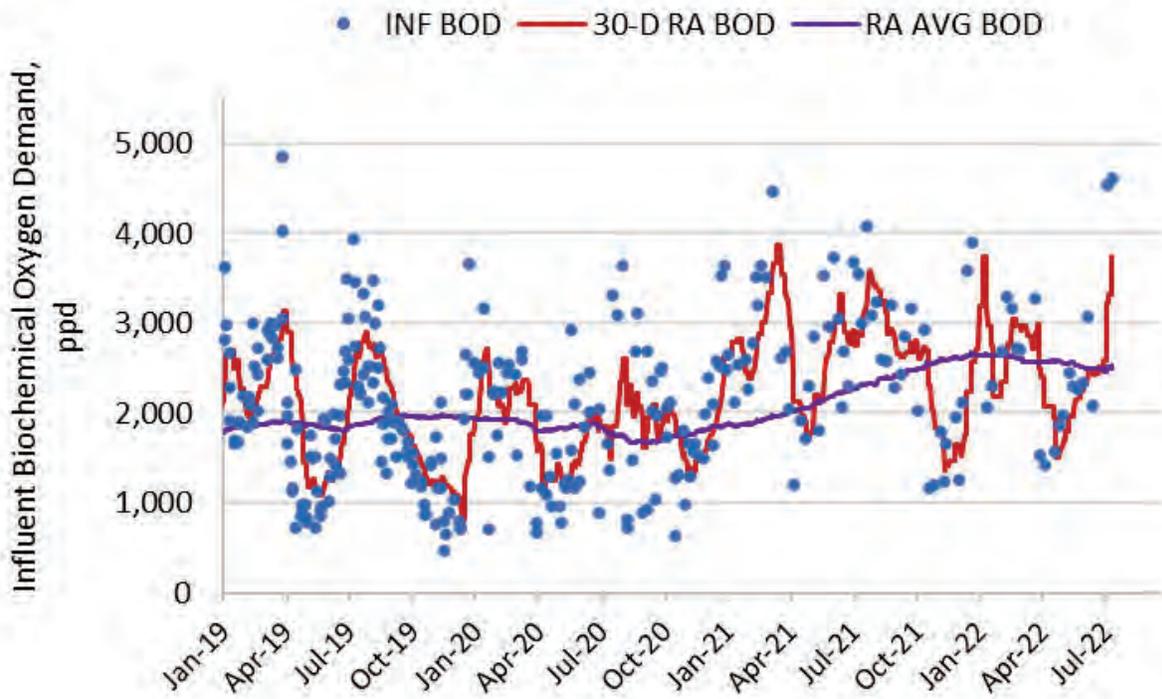


Figure B.3 Historical Influent Wastewater BOD5 Load to TRWWTP

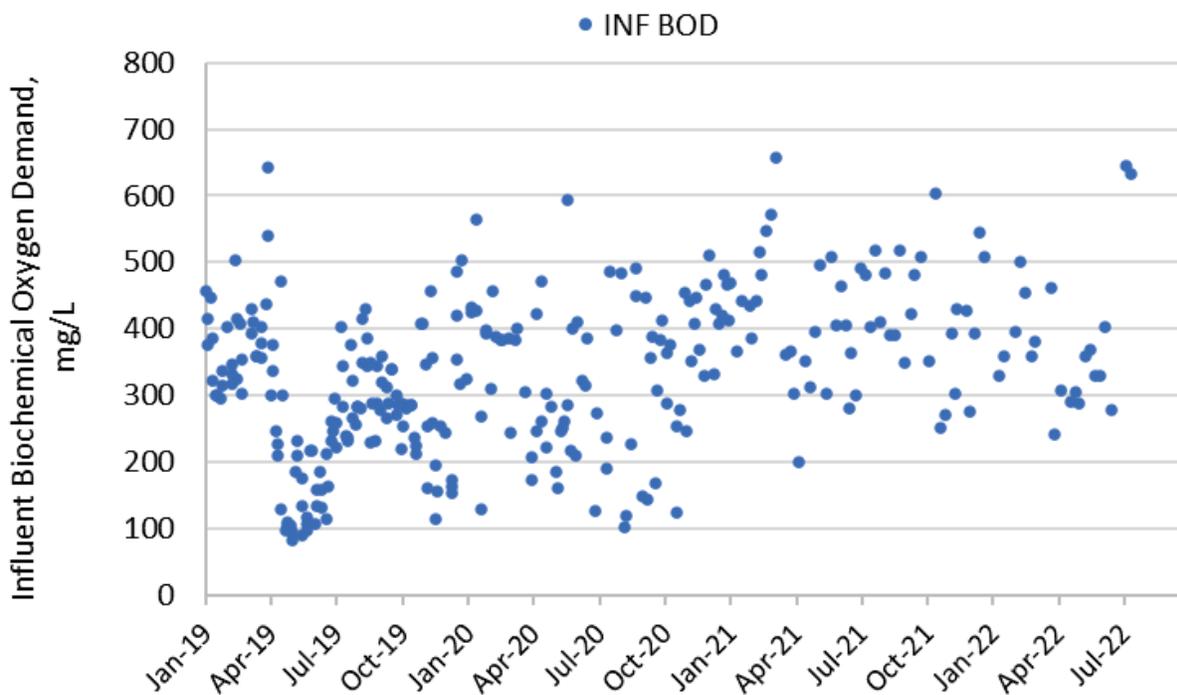


Figure B.4 Historical Influent Wastewater BOD5 Concentration to TRWWTP

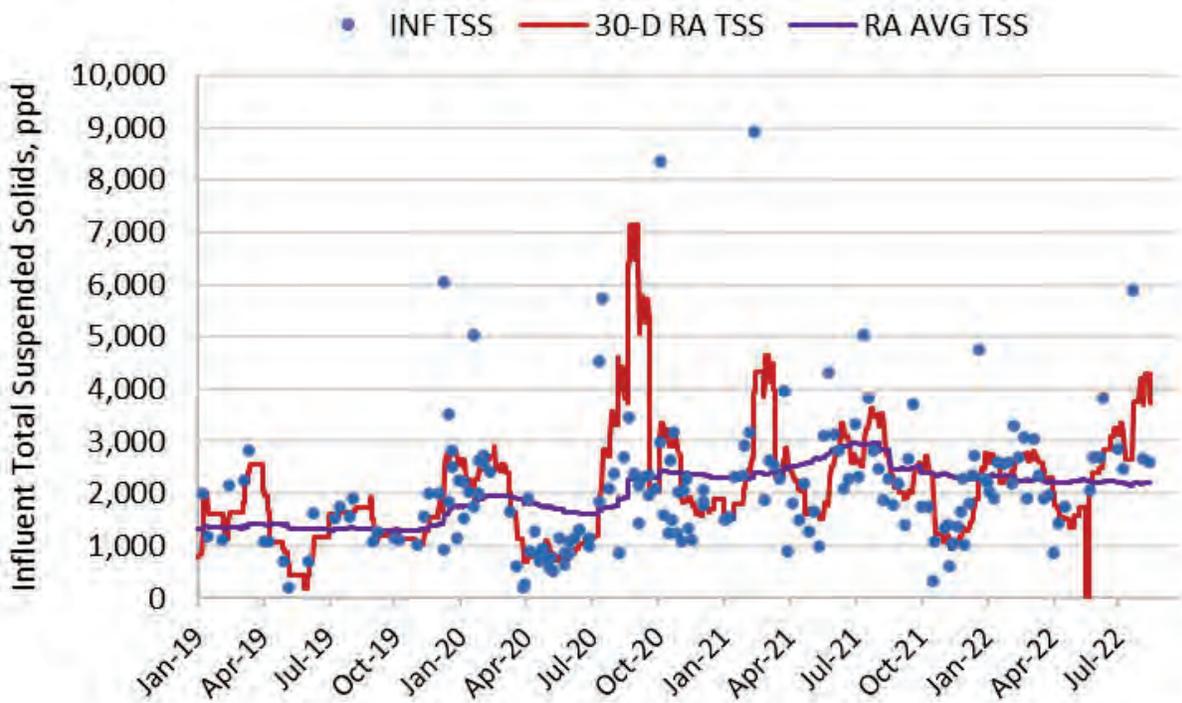


Figure B.5 Historical Influent Wastewater TSS Load to TRWWTP

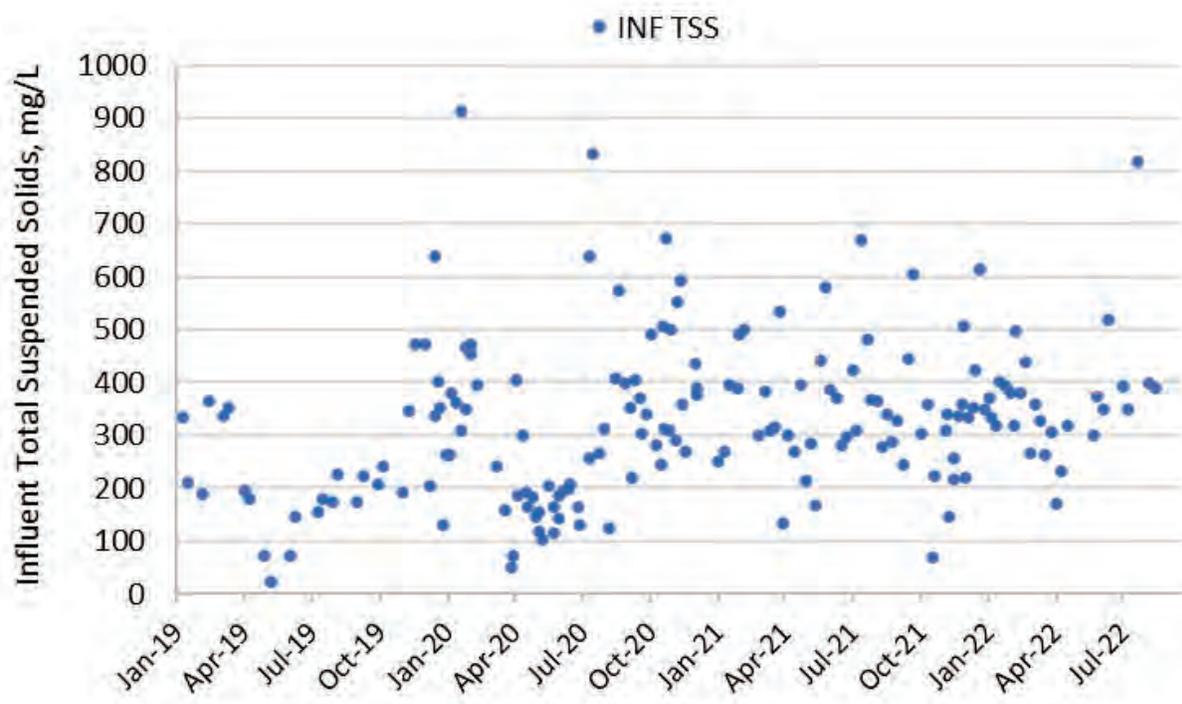


Figure B.6 Historical Influent Wastewater TSS Concentration to TRWWTP

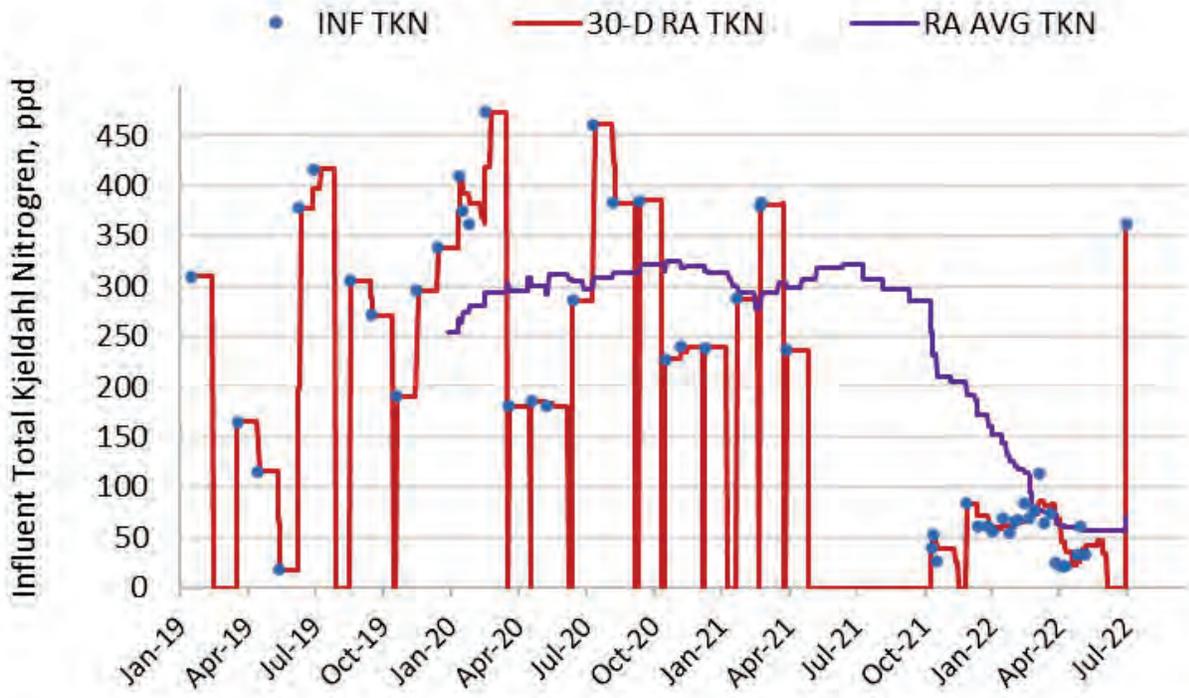


Figure B.7 Historical Influent Wastewater TKN Load to TRWWTP

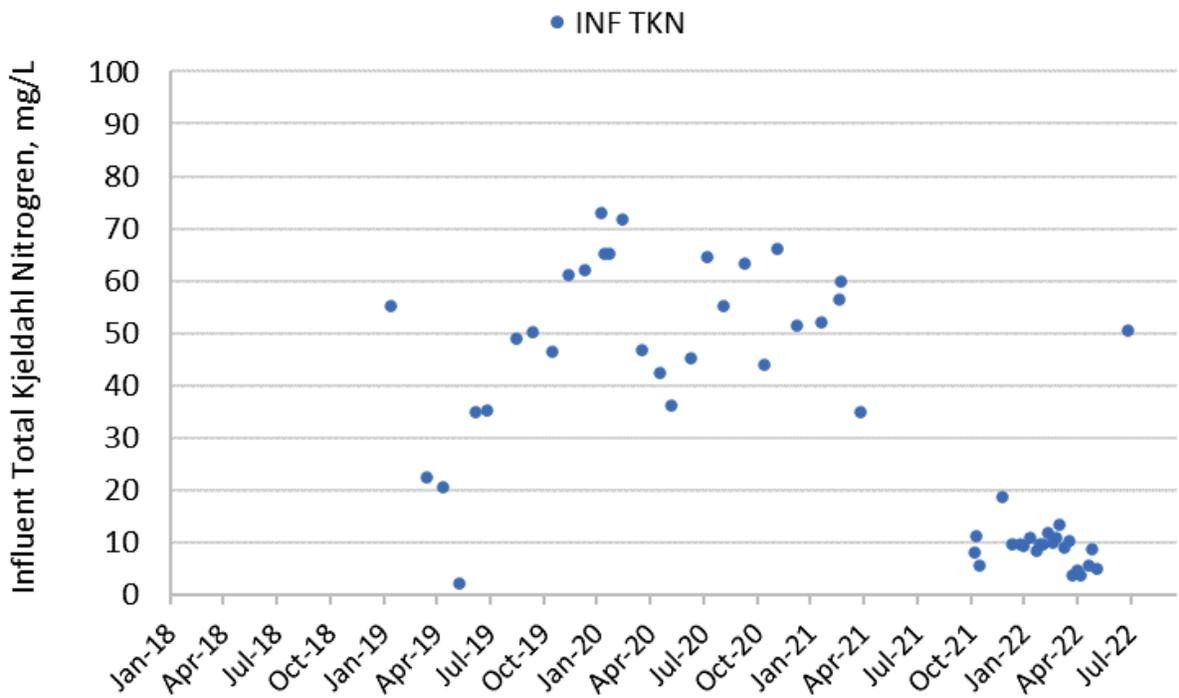


Figure B.8 Historical Influent Wastewater TKN Concentration to TRWWTP

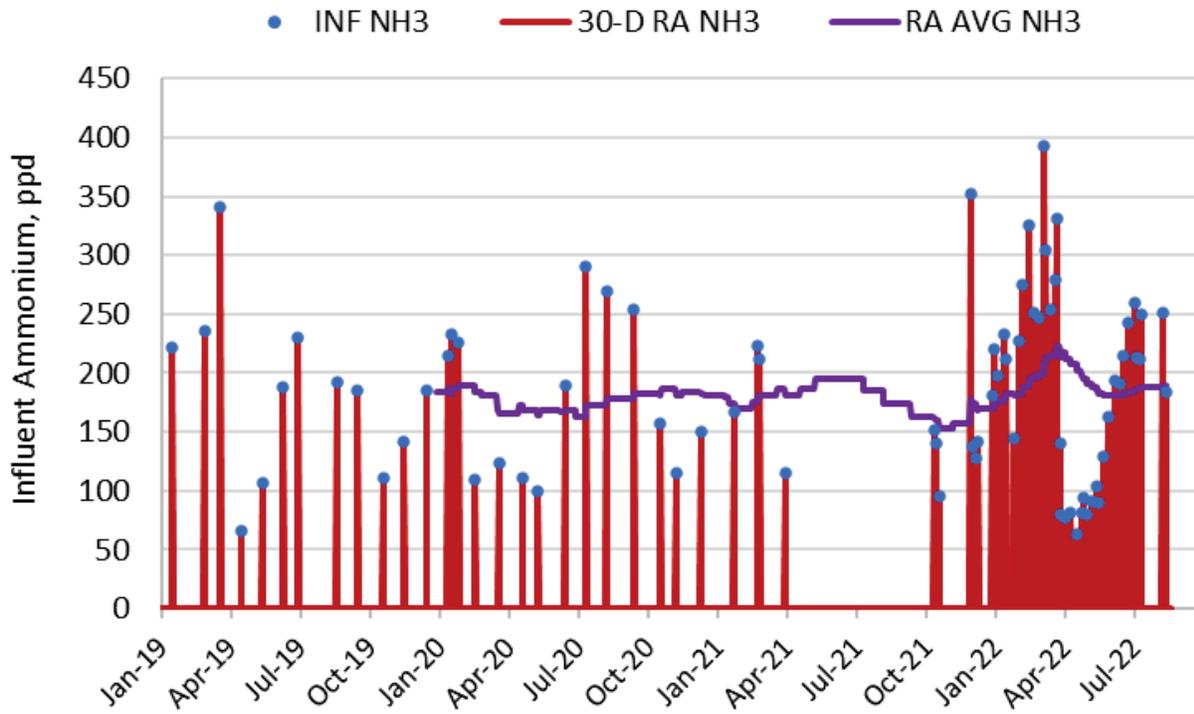


Figure B.9 Historical Influent Wastewater Ammonia Load to TRWWTP

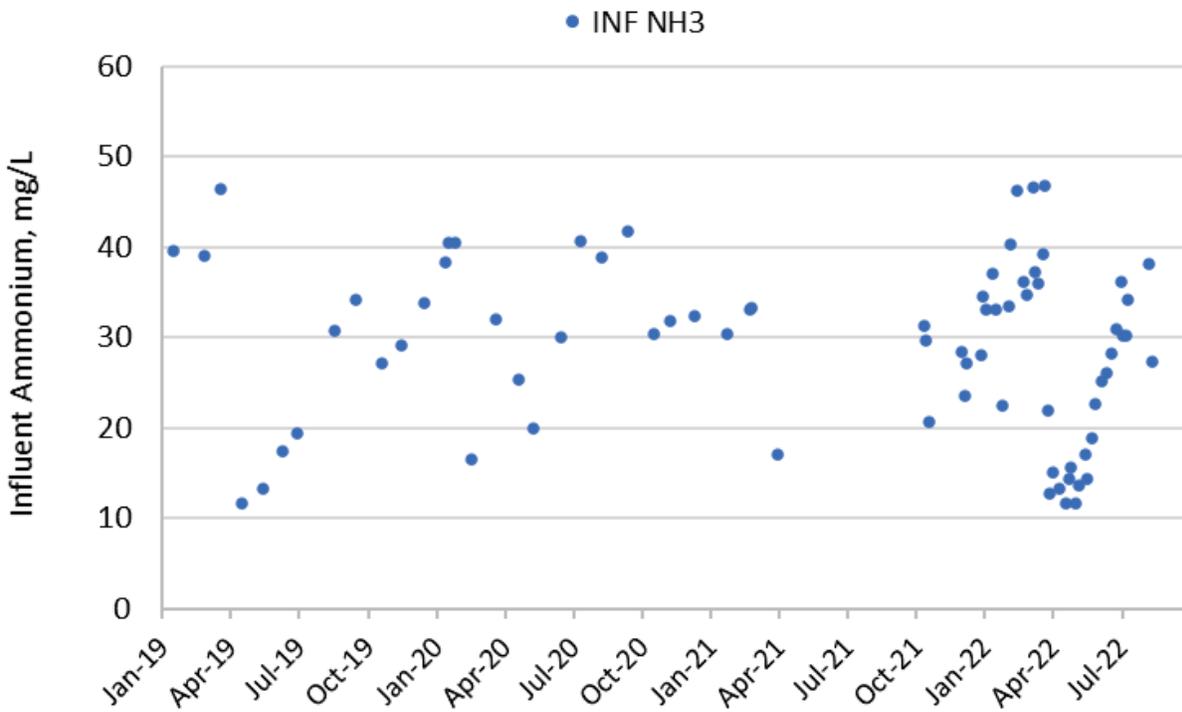


Figure B.10 Historical Influent Wastewater Ammonia Concentration to TRWWTP

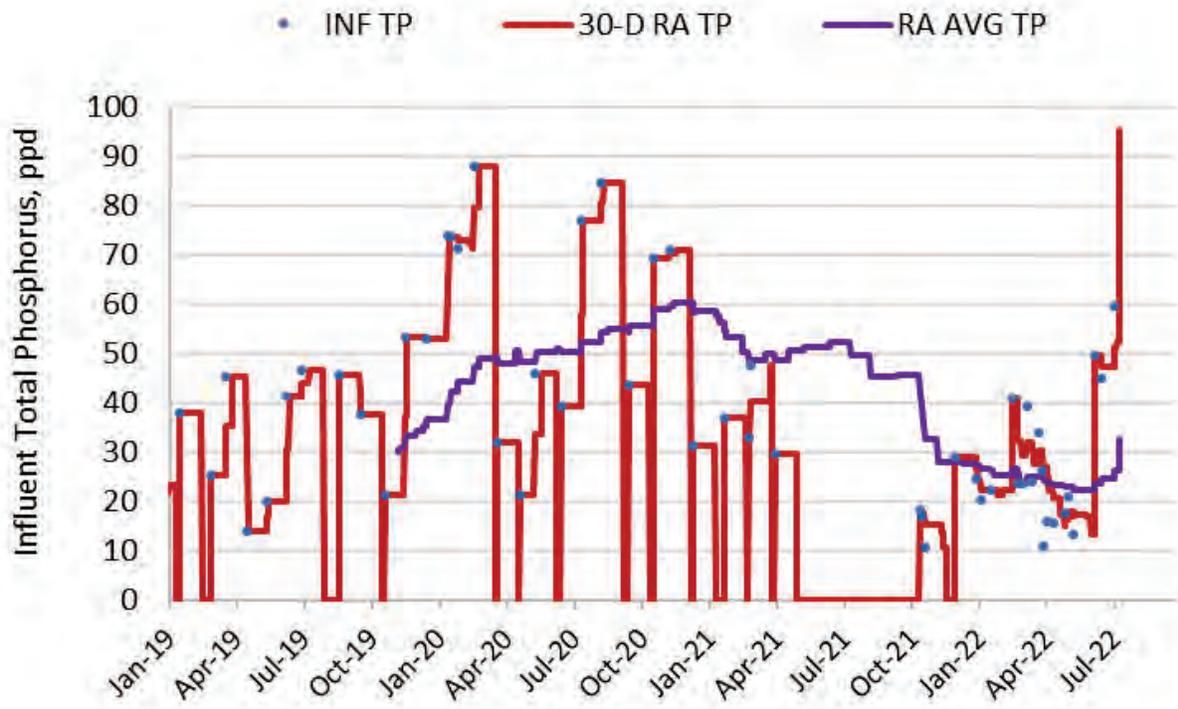


Figure B.11 Historical Influent Wastewater Total Phosphorus Load to TRWWTP

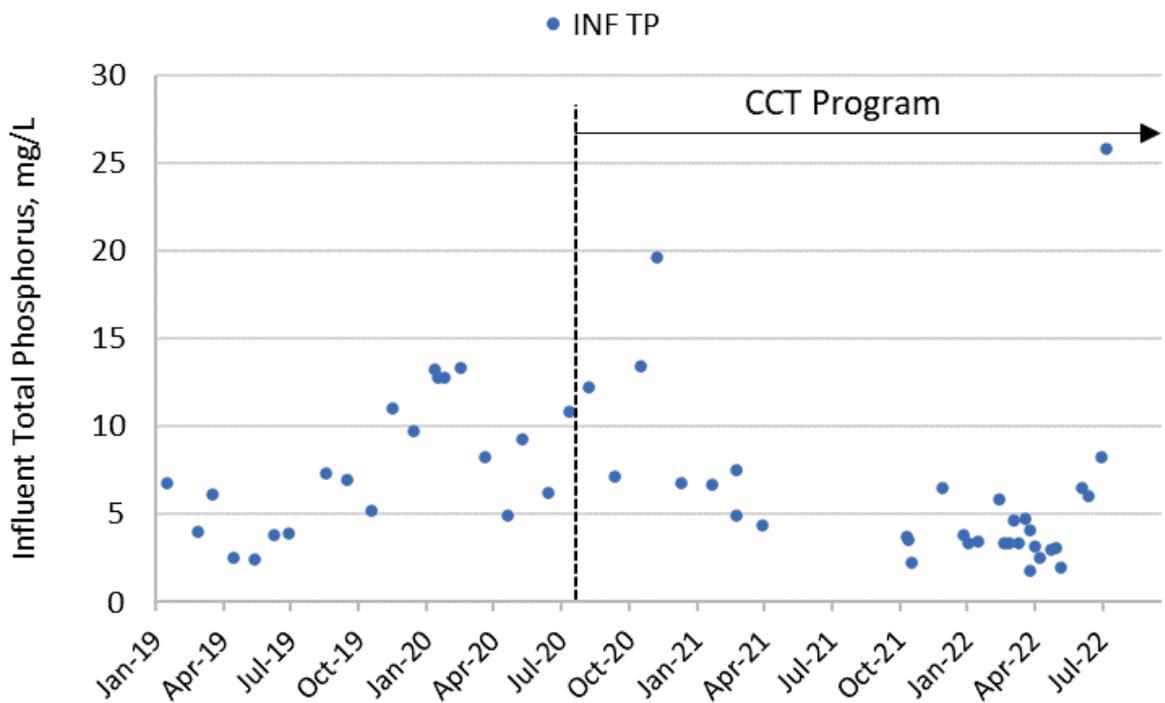


Figure B.12 Historical Influent Wastewater Total Phosphorus Concentration to TRWWTP

Appendix C

BIOWIN PROCESS MODEL REPORTS

- Appendix C.1 Average Day Maximum Month in Winter at Default Fbs
- Appendix C.2 Average Day Maximum Month in Winter at "Low" Fbs

ADMMF Conceptual Design Model at Default Fbs

Project details

Project name: TRWWTP Expansion Project ref.: 201517

Plant name: TRWWTP User name: BDC

Created: 10/20/2022

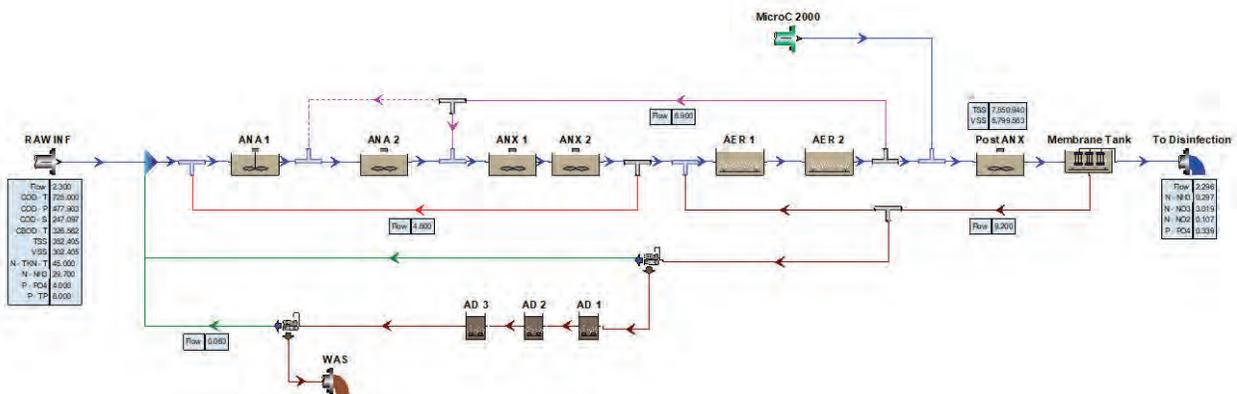
Saved: 2/13/2023

Steady state solution

aSRT w MBR Tank: 10.281 days

Temperature: 11.5°C

Flowsheet



Configuration information for all Influent - COD units

Operating data Average (flow/time weighted as required)

Element name	RAW INF
Flow	2.3
COD - Total mgCOD/L	725.000
N - Total Kjeldahl Nitrogen mgN/L	45.000
P - Total P mgP/L	8.000
S - Total S mgS/L	10.000
N - Nitrate mgN/L	0
pH	7.000
Alkalinity mmol/L	6.000
ISS Total mgISS/L	50.000
Metal soluble - Calcium mg/L	80.000
Metal soluble - Magnesium mg/L	15.000
Gas - Dissolved oxygen mg/L	0

Element name	RAW INF
Fbs - Readily biodegradable (including Acetate) [gCOD/g of total COD]	0.1600
Fac - Acetate [gCOD/g of readily biodegradable COD]	0.1500
Fxsp - Non-colloidal slowly biodegradable [gCOD/g of slowly degradable COD]	0.7700
Fus - Unbiodegradable soluble [gCOD/g of total COD]	0.0500
Fup - Unbiodegradable particulate [gCOD/g of total COD]	0.2000
Fcel - Cellulose fraction of unbiodegradable particulate [gCOD/gCOD]	0.5000
Fna - Ammonia [gNH3-N/gTKN]	0.6600
Fnox - Particulate organic nitrogen [gN/g Organic N]	0.5000
Fnus - Soluble unbiodegradable TKN [gN/gTKN]	0.0200
FupN - N:COD ratio for unbiodegradable part. COD [gN/gCOD]	0.0700
Fpo4 - Phosphate [gPO4-P/gTP]	0.5000
FupP - P:COD ratio for unbiodegradable part. COD [gP/gCOD]	0.0220
Fsr - Reduced sulfur [H2S] [gS/gS]	0.1500
FZbh - Ordinary heterotrophic COD fraction [gCOD/g of total COD]	0.0200
FZbm - Methyloctrophic COD fraction [gCOD/g of total COD]	1.000E-4
FZao - Ammonia oxidizing COD fraction [gCOD/g of total COD]	1.000E-4
FZno - Nitrite oxidizing COD fraction [gCOD/g of total COD]	1.000E-4

FZaao - Anaerobic ammonia oxidizing COD fraction [gCOD/g of total COD]	1.000E-4
FZppa - Phosphorus accumulating COD fraction [gCOD/g of total COD]	1.000E-4
FZpa - Propionic acetogenic COD fraction [gCOD/g of total COD]	1.000E-4
FZam - Acetoclastic methanogenic COD fraction [gCOD/g of total COD]	1.000E-4
FZhm - Hydrogenotrophic methanogenic COD fraction [gCOD/g of total COD]	1.000E-4
FZso - Sulfur oxidizing COD fraction [gCOD/g of total COD]	1.000E-4
FZsrpa - Sulfur reducing propionic acetogenic COD fraction [gCOD/g of total COD]	1.000E-4
FZsra - Sulfur reducing acetotrophic COD fraction [gCOD/g of total COD]	1.000E-4
FZsrh - Sulfur reducing hydrogenotrophic COD fraction [gCOD/g of total COD]	1.000E-4
FZe - Endogenous products COD fraction [gCOD/g of total COD]	0

Configuration information for all Influent - State variable units

Operating data Average (flow/time weighted as required)

Element name	MicroC 2000
Biomass - Ordinary heterotrophic [mgCOD/L]	0
Biomass - Methyloctrophic [mgCOD/L]	0
Biomass - Ammonia oxidizing [mgCOD/L]	0
Biomass - Nitrite oxidizing [mgCOD/L]	0
Biomass - Anaerobic ammonia oxidizing [mgCOD/L]	0
Biomass - Phosphorus accumulating [mgCOD/L]	0
Biomass - Propionic acetogenic [mgCOD/L]	0
Biomass - Acetoclastic methanogenic [mgCOD/L]	0
Biomass - Hydrogenotrophic methanogenic [mgCOD/L]	0
Biomass - Endogenous products [mgCOD/L]	0
CODp - Slowly degradable particulate [mgCOD/L]	105.000
CODp - Slowly degradable colloidal [mgCOD/L]	16,400.000
CODp - Degradable external organics [mgCOD/L]	0
CODp - Undegradable non-cellulose [mgCOD/L]	0
CODp - Undegradable cellulose [mgCOD/L]	0
N - Particulate degradable organic [mgN/L]	0
P - Particulate degradable organic [mgP/L]	0
N - Particulate degradable external organics [mgN/L]	0
P - Particulate degradable external organics [mgP/L]	0

N - Particulate undegradable [mgN/L]	0
P - Particulate undegradable [mgP/L]	0
CODp - Stored PHA [mgCOD/L]	0
P - Releasable stored polyP [mgP/L]	0
P - Unreleasable stored polyP [mgP/L]	0
CODs - Complex readily degradable [mgCOD/L]	1,080,000.000
CODs - Acetate [mgCOD/L]	0
CODs - Propionate [mgCOD/L]	0
CODs - Methanol [mgCOD/L]	0
Gas - Dissolved hydrogen [mgCOD/L]	0
Gas - Dissolved methane [mg/L]	0
N - Ammonia [mgN/L]	0
N - Soluble degradable organic [mgN/L]	0
Gas - Dissolved nitrous oxide [mgN/L]	0
N - Nitrite [mgN/L]	0
N - Nitrate [mgN/L]	0
Gas - Dissolved nitrogen [mgN/L]	0
P - Soluble phosphate [mgP/L]	0
CODs - Undegradable [mgCOD/L]	0
N - Soluble undegradable organic [mgN/L]	0
Influent inorganic suspended solids [mgISS/L]	60,500.000
Precipitate - Struvite [mgISS/L]	0
Precipitate - Brushite [mgISS/L]	0
Precipitate - Hydroxy - apatite [mgISS/L]	0
Precipitate - Vivianite [mgISS/L]	0
HFO - High surface [mg/L]	0
HFO - Low surface [mg/L]	0
HFO - High with H ₂ PO ₄ - adsorbed [mg/L]	0
HFO - Low with H ₂ PO ₄ - adsorbed [mg/L]	0
HFO - Aged [mg/L]	0
HFO - Low with H ⁺ adsorbed [mg/L]	0
HFO - High with H ⁺ adsorbed [mg/L]	0
HAO - High surface [mg/L]	0
HAO - Low surface [mg/L]	0
HAO - High with H ₂ PO ₄ - adsorbed [mg/L]	0

HAO - Low with H2PO4- adsorbed [mg/L]	0
HAO - Aged [mg/L]	0
P - Bound on aged HMO [mgP/L]	0
Metal soluble - Magnesium [mg/L]	0
Metal soluble - Calcium [mg/L]	0
Metal soluble - Ferric [mg/L]	0
Metal soluble - Ferrous [mg/L]	0
Metal soluble - Aluminum [mg/L]	0
Other Cations (strong bases) [meq/L]	0
Other Anions (strong acids) [meq/L]	0
Gas - Dissolved total CO2 [mmol/L]	0
User defined - UD1 [mg/L]	0
User defined - UD2 [mg/L]	0
User defined - UD3 [mgVSS/L]	0
User defined - UD4 [mgISS/L]	0
Biomass - Sulfur oxidizing [mgCOD/L]	0
Biomass - Sulfur reducing propionic acetogenic [mgCOD/L]	0
Biomass - Sulfur reducing acetotrophic [mgCOD/L]	0
Biomass - Sulfur reducing hydrogenotrophic [mgCOD/L]	0
Gas - Dissolved total sulfides [mgS/L]	0
S - Soluble sulfate [mgS/L]	0
S - Particulate elemental sulfur [mgS/L]	0
Precipitate - Ferrous sulfide [mgISS/L]	0
CODp - Adsorbed hydrocarbon [mgCOD/L]	0
CODs - Degradable volatile ind. #1 [mgCOD/L]	0
CODs - Degradable volatile ind. #2 [mgCOD/L]	0
CODs - Degradable volatile ind. #3 [mgCOD/L]	0
CODs - Soluble hydrocarbon [mgCOD/L]	0
Gas - Dissolved oxygen [mg/L]	0
Flow	0

Configuration information for all Bioreactor units

Physical data

Element name	Volume [Mil. Gal]	Area [ft2]	Depth [ft]	# of diffusers
ANA 1	0.1158	1,106.0000	14.000	Un-aerated
ANA 2	0.1158	1,106.0000	14.000	Un-aerated
ANX 1	0.1158	1,106.0000	14.000	Un-aerated
ANX 2	0.1158	1,106.0000	14.000	Un-aerated
AER 1	0.4344	4,148.0000	14.000	940
AER 2	0.4344	4,148.0000	14.000	940
Post ANX	0.1158	1,106.0000	14.000	Un-aerated

Operating data Average (flow/time weighted as required)

Element name	Average DO Setpoint [mg/L]
ANA 1	0
ANA 2	0
ANX 1	0
ANX 2	0
AER 1	2.0
AER 2	2.0
Post ANX	0

Configuration information for all Bioreactor - MBR units

Physical data

Element name	Volume [Mil. Gal]	Area [ft2]	Depth [ft]	# of diffusers	# of cassettes	Displaced volume / cassette [ft3/cassette]	Membrane area / cassette [ft2/cassette]	Total displaced volume [Mil. Gal]	Membrane surface area [ft2]
Membrane Tank	0.0644	860.9028	10.000	160	14.000	91.400	27,560.00	0.010	385,840.00

Operating data Average (flow/time weighted as required)

Element name	Average DO Setpoint [mg/L]
Membrane Tank	2.0

Element name	Split method	Average Split specification
Membrane Tank	Flow paced	400.00 %

Configuration information for all Digester - Aerobic units

Physical data

Element name	Volume [Mil. Gal]	Area [ft2]	Depth [ft]	# of diffusers
AD 3	0.1465	1,398.8716	14.000	317
AD 2	0.1465	1,398.8716	14.000	317
AD 1	0.1465	1,398.8716	14.000	317

Operating data Average (flow/time weighted as required)

Element name	Average DO Setpoint [mg/L]
AD 3	0.5
AD 2	0.5
AD 1	0.5

Configuration information for all Splitter units

Operating data Average (flow/time weighted as required)

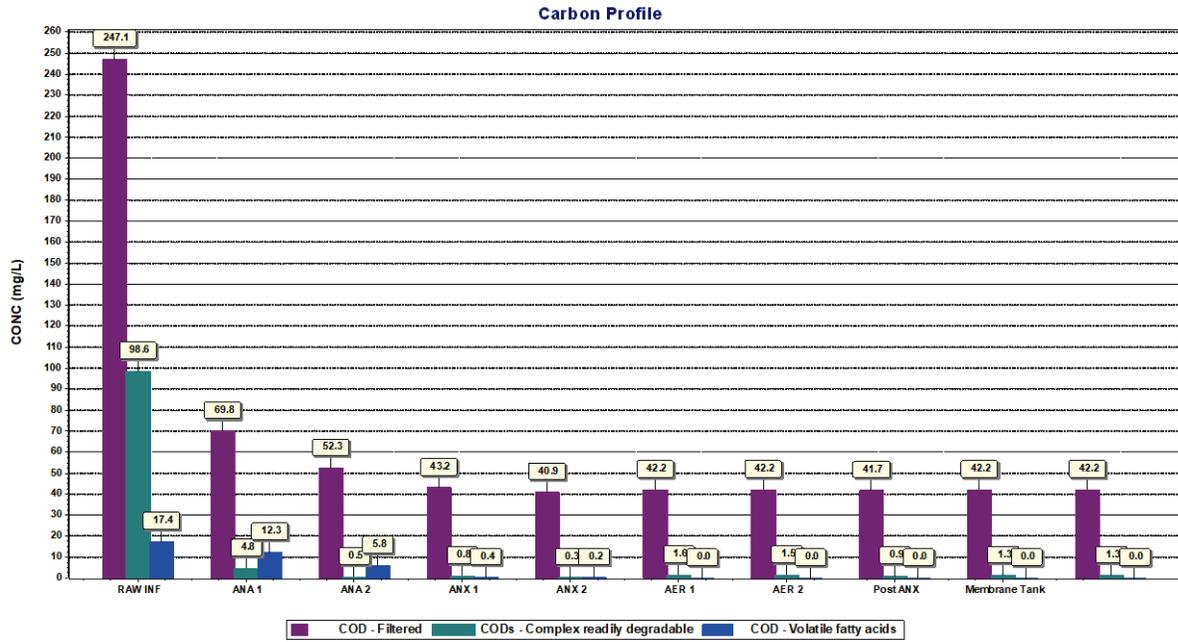
Element name	Split method	Average Split specification
MLR to Anoxic	Flow paced	300.00 %
MLR to Anaerobic	Flow paced	200.00 %
RAS/WAS Splitter	Flowrate [Side]	0.073
MLR Anoxic Splitter	Fraction	1.00

BioWin Album

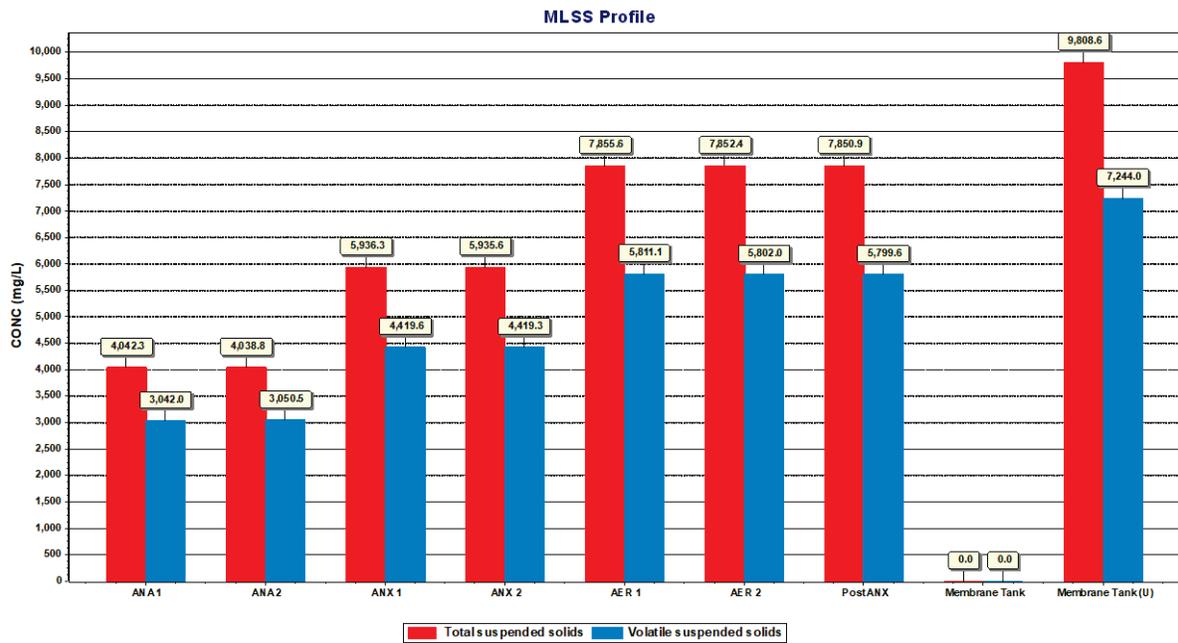
Album page - Influent

RAW INF			
Parameters	Conc. (mg/L)	Mass rate (lb/d)	Notes
Alkalinity	6.000	52.239	mmol/L and kmol/d
BOD - Filtered Carbonaceous	136.612	2,622.183	
BOD - Total Carbonaceous	326.562	6,268.165	
COD - Filtered	247.097	4,742.894	
COD - Particulate	477.903	9,173.068	
COD - Total	725.000	13,915.962	
COD - Volatile fatty acids	17.400	333.983	
Influent inorganic suspended solids	47.341	908.679	
ISS cellular	1.300	24.944	
ISS precipitate	0	0	
ISS Total	50.000	959.722	
N - Ammonia	29.700	570.075	
N - Filtered TKN	34.725	666.518	
N - Nitrate	0	0	
N - Nitrite + Nitrate	0	0	
N - Particulate TKN	10.275	197.231	
N - Total inorganic N	29.700	570.075	
N - Total Kjeldahl Nitrogen	45.000	863.749	
N - Total N	45.000	863.749	
P - Phosphorus in HMO	0	0	
P - Soluble PO4-P	4.000	76.778	
P - Total P	8.000	153.555	
pH	7.000		
S - Total S	10.000	191.944	
Total aluminium (all forms)	0	0	
Total Calcium (all forms)	81.674	1,567.683	
Total iron (all forms)	0	0	
Total Magnesium (all forms)	15.214	292.032	
Total suspended solids	352.405	6,764.219	
Volatile suspended solids	302.405	5,804.497	
Parameter	Value	Units	

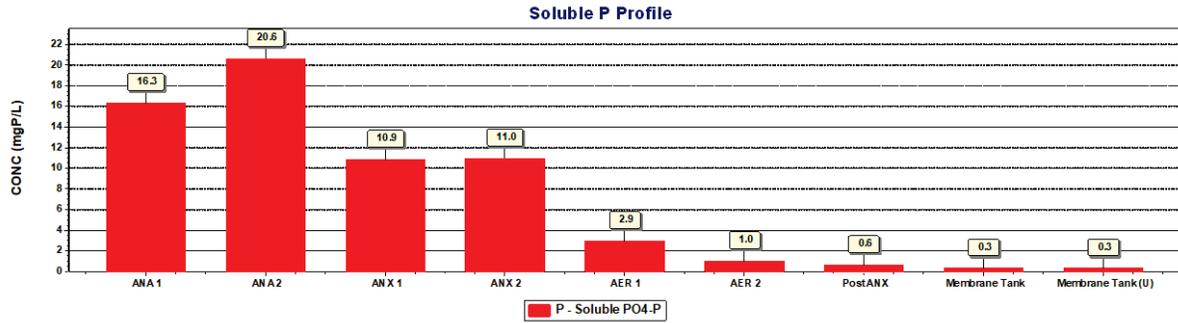
Album page - Carbon Profile



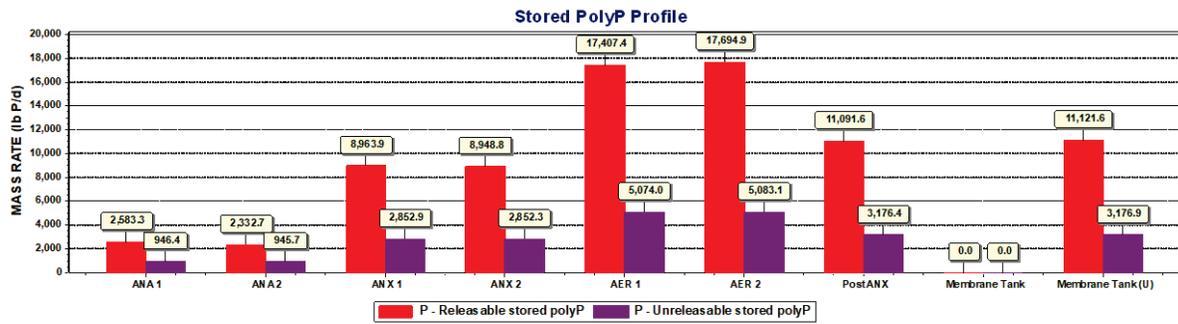
Album page - MLSS Profile



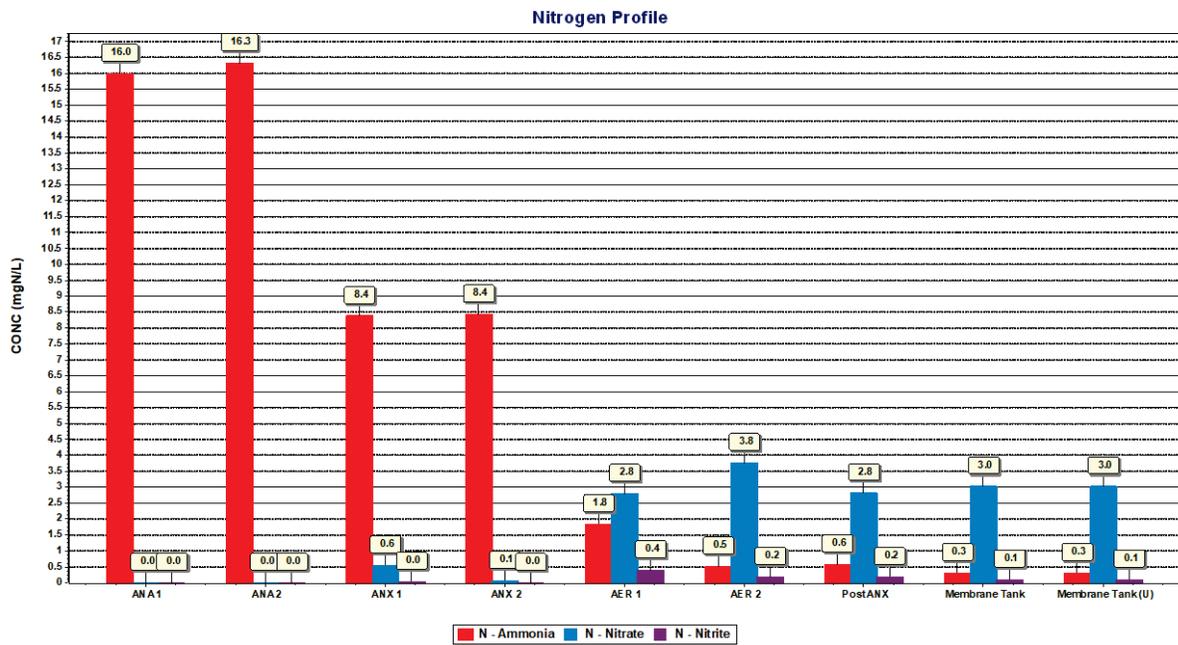
Album page - Phos Profile



Album page - Phos Profile



Album page - Nitrogen Profile



Album page - OTR

Elements	OTR [lb/hr]
AER 1	183.934
AER 2	136.946
Membrane Tank	26.432
Membrane Tank (U)	-----

Album page - Effluent

To Disinfection			
Parameters	Conc. (mg/L)	Mass rate (lb/d)	Notes
Alkalinity	3.685	32.033	mmol/L and kmol/d
BOD - Filtered Carbonaceous	0.948	18.170	
BOD - Total Carbonaceous	0.948	18.170	
COD - Filtered	42.180	808.329	
COD - Particulate	0	0	
COD - Total	42.180	808.329	
COD - Volatile fatty acids	0.003	0.057	
Influent inorganic suspended solids	0	0	
ISS cellular	0	0	
ISS precipitate	0	0	
ISS Total	0	0	
N - Ammonia	0.297	5.698	
N - Filtered TKN	1.919	36.784	
N - Nitrate	3.019	57.851	
N - Nitrite + Nitrate	3.125	59.894	
N - Particulate TKN	0	0	
N - Total inorganic N	3.423	65.592	
N - Total Kjeldahl Nitrogen	1.919	36.784	
N - Total N	5.045	96.679	
P - Phosphorus in HMO	0	0	
P - Soluble PO4-P	0.339	6.494	
P - Total P	0.339	6.494	
pH	6.921		
S - Total S	10.000	191.634	

Total aluminium (all forms)	0	0
Total Calcium (all forms)	80.978	1,551.857
Total iron (all forms)	0	0
Total Magnesium (all forms)	13.944	267.221
Total suspended solids	0	0
Volatile suspended solids	0	0

Parameter	Value	Units
Cost (Chemicals)	0	\$/hour
Power	0	kW
Power cost (Excl. heating)	0	\$/hour

Album page - Dewatering

Digestate Dewatering			
Parameters	Conc. (mg/L)	Mass rate (lb/d)	Notes
Alkalinity	3.070	0.730	mmol/L and kmol/d
BOD - Filtered Carbonaceous	0.505	0.265	
BOD - Total Carbonaceous	58.748	30.778	
COD - Filtered	81.929	42.922	
COD - Particulate	508.941	266.631	
COD - Total	590.871	309.554	
COD - Volatile fatty acids	0.001	0.000	
Influent inorganic suspended solids	91.288	47.825	
ISS cellular	36.406	19.073	
ISS precipitate	0	0	
ISS Total	127.701	66.902	
N - Ammonia	0.162	0.085	
N - Filtered TKN	4.559	2.388	
N - Nitrate	9.646	5.054	
N - Nitrite + Nitrate	9.685	5.074	
N - Particulate TKN	25.839	13.537	
N - Total inorganic N	9.847	5.159	
N - Total Kjeldahl Nitrogen	30.397	15.925	

N - Total N	40.083	20.999
P - Phosphorus in HMO	0	0
P - Soluble PO4-P	123.805	64.861
P - Total P	138.200	72.402
pH	6.553	
S - Total S	10.145	5.315
Total aluminium (all forms)	0	0
Total Calcium (all forms)	94.921	49.728
Total iron (all forms)	0	0
Total Magnesium (all forms)	42.828	22.437
Total suspended solids	476.297	249.529
Volatile suspended solids	348.596	182.627
Parameter	Value	Units
Cost (Chemicals)	0	\$/hour
Percent TSS removal	95.000	%
Power	0	kW
Power cost (Excl. heating)	0	\$/hour

ADMMF Conceptual Design Model at "Low" Fbs

Project details

Project name: TRWWTP Expansion Project ref.: 201517

Plant name: TRWWTP User name: BDC

Created: 10/20/2022

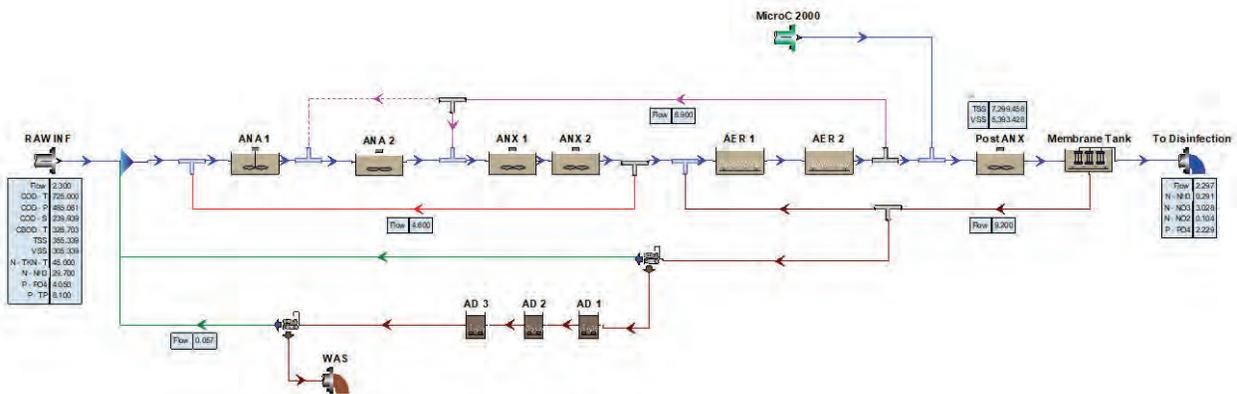
Saved: 2/13/2023

Steady state solution

aSRT w MBR Tank: 10.284 days

Temperature: 11.5°C

Flowsheet



Configuration information for all Influent - COD units

Operating data Average (flow/time weighted as required)

Element name	RAW INF
Flow	2.3
COD - Total mgCOD/L	725.000
N - Total Kjeldahl Nitrogen mgN/L	45.000
P - Total P mgP/L	8.100
S - Total S mgS/L	10.000
N - Nitrate mgN/L	0
pH	7.000
Alkalinity mmol/L	6.000
ISS Total mgISS/L	50.000
Metal soluble - Calcium mg/L	80.000
Metal soluble - Magnesium mg/L	15.000
Gas - Dissolved oxygen mg/L	0

Element name	RAW INF
Fbs - Readily biodegradable (including Acetate) [gCOD/g of total COD]	0.1000
Fac - Acetate [gCOD/g of readily biodegradable COD]	0.1500
Fxsp - Non-colloidal slowly biodegradable [gCOD/g of slowly degradable COD]	0.7500
Fus - Unbiodegradable soluble [gCOD/g of total COD]	0.0700
Fup - Unbiodegradable particulate [gCOD/g of total COD]	0.1650
Fcel - Cellulose fraction of unbiodegradable particulate [gCOD/gCOD]	0.5000
Fna - Ammonia [gNH3-N/gTKN]	0.6600
Fnox - Particulate organic nitrogen [gN/g Organic N]	0.5000
Fnus - Soluble unbiodegradable TKN [gN/gTKN]	0.0200
FupN - N:COD ratio for unbiodegradable part. COD [gN/gCOD]	0.0700
Fpo4 - Phosphate [gPO4-P/gTP]	0.5000
FupP - P:COD ratio for unbiodegradable part. COD [gP/gCOD]	0.0220
Fsr - Reduced sulfur [H2S] [gS/gS]	0.1500
FZbh - Ordinary heterotrophic COD fraction [gCOD/g of total COD]	0.0200
FZbm - Methyloctrophic COD fraction [gCOD/g of total COD]	1.000E-4
FZao - Ammonia oxidizing COD fraction [gCOD/g of total COD]	1.000E-4
FZno - Nitrite oxidizing COD fraction [gCOD/g of total COD]	1.000E-4

FZaao - Anaerobic ammonia oxidizing COD fraction [gCOD/g of total COD]	1.000E-4
FZppa - Phosphorus accumulating COD fraction [gCOD/g of total COD]	1.000E-4
FZpa - Propionic acetogenic COD fraction [gCOD/g of total COD]	1.000E-4
FZam - Acetoclastic methanogenic COD fraction [gCOD/g of total COD]	1.000E-4
FZhm - Hydrogenotrophic methanogenic COD fraction [gCOD/g of total COD]	1.000E-4
FZso - Sulfur oxidizing COD fraction [gCOD/g of total COD]	1.000E-4
FZsrpa - Sulfur reducing propionic acetogenic COD fraction [gCOD/g of total COD]	1.000E-4
FZsra - Sulfur reducing acetotrophic COD fraction [gCOD/g of total COD]	1.000E-4
FZsrh - Sulfur reducing hydrogenotrophic COD fraction [gCOD/g of total COD]	1.000E-4
FZe - Endogenous products COD fraction [gCOD/g of total COD]	0

Configuration information for all Influent - State variable units

Operating data Average (flow/time weighted as required)

Element name	MicroC 2000
Biomass - Ordinary heterotrophic [mgCOD/L]	0
Biomass - Methyloctrophic [mgCOD/L]	0
Biomass - Ammonia oxidizing [mgCOD/L]	0
Biomass - Nitrite oxidizing [mgCOD/L]	0
Biomass - Anaerobic ammonia oxidizing [mgCOD/L]	0
Biomass - Phosphorus accumulating [mgCOD/L]	0
Biomass - Propionic acetogenic [mgCOD/L]	0
Biomass - Acetoclastic methanogenic [mgCOD/L]	0
Biomass - Hydrogenotrophic methanogenic [mgCOD/L]	0
Biomass - Endogenous products [mgCOD/L]	0
CODp - Slowly degradable particulate [mgCOD/L]	105.000
CODp - Slowly degradable colloidal [mgCOD/L]	16,400.000
CODp - Degradable external organics [mgCOD/L]	0
CODp - Undegradable non-cellulose [mgCOD/L]	0
CODp - Undegradable cellulose [mgCOD/L]	0
N - Particulate degradable organic [mgN/L]	0
P - Particulate degradable organic [mgP/L]	0
N - Particulate degradable external organics [mgN/L]	0
P - Particulate degradable external organics [mgP/L]	0

N - Particulate undegradable [mgN/L]	0
P - Particulate undegradable [mgP/L]	0
CODp - Stored PHA [mgCOD/L]	0
P - Releasable stored polyP [mgP/L]	0
P - Unreleasable stored polyP [mgP/L]	0
CODs - Complex readily degradable [mgCOD/L]	1,080,000.000
CODs - Acetate [mgCOD/L]	0
CODs - Propionate [mgCOD/L]	0
CODs - Methanol [mgCOD/L]	0
Gas - Dissolved hydrogen [mgCOD/L]	0
Gas - Dissolved methane [mg/L]	0
N - Ammonia [mgN/L]	0
N - Soluble degradable organic [mgN/L]	0
Gas - Dissolved nitrous oxide [mgN/L]	0
N - Nitrite [mgN/L]	0
N - Nitrate [mgN/L]	0
Gas - Dissolved nitrogen [mgN/L]	0
P - Soluble phosphate [mgP/L]	0
CODs - Undegradable [mgCOD/L]	0
N - Soluble undegradable organic [mgN/L]	0
Influent inorganic suspended solids [mgISS/L]	60,500.000
Precipitate - Struvite [mgISS/L]	0
Precipitate - Brushite [mgISS/L]	0
Precipitate - Hydroxy - apatite [mgISS/L]	0
Precipitate - Vivianite [mgISS/L]	0
HFO - High surface [mg/L]	0
HFO - Low surface [mg/L]	0
HFO - High with H ₂ PO ₄ - adsorbed [mg/L]	0
HFO - Low with H ₂ PO ₄ - adsorbed [mg/L]	0
HFO - Aged [mg/L]	0
HFO - Low with H ⁺ adsorbed [mg/L]	0
HFO - High with H ⁺ adsorbed [mg/L]	0
HAO - High surface [mg/L]	0
HAO - Low surface [mg/L]	0
HAO - High with H ₂ PO ₄ - adsorbed [mg/L]	0

HAO - Low with H2PO4- adsorbed [mg/L]	0
HAO - Aged [mg/L]	0
P - Bound on aged HMO [mgP/L]	0
Metal soluble - Magnesium [mg/L]	0
Metal soluble - Calcium [mg/L]	0
Metal soluble - Ferric [mg/L]	0
Metal soluble - Ferrous [mg/L]	0
Metal soluble - Aluminum [mg/L]	0
Other Cations (strong bases) [meq/L]	0
Other Anions (strong acids) [meq/L]	0
Gas - Dissolved total CO2 [mmol/L]	0
User defined - UD1 [mg/L]	0
User defined - UD2 [mg/L]	0
User defined - UD3 [mgVSS/L]	0
User defined - UD4 [mgSS/L]	0
Biomass - Sulfur oxidizing [mgCOD/L]	0
Biomass - Sulfur reducing propionic acetogenic [mgCOD/L]	0
Biomass - Sulfur reducing acetotrophic [mgCOD/L]	0
Biomass - Sulfur reducing hydrogenotrophic [mgCOD/L]	0
Gas - Dissolved total sulfides [mgS/L]	0
S - Soluble sulfate [mgS/L]	0
S - Particulate elemental sulfur [mgS/L]	0
Precipitate - Ferrous sulfide [mgSS/L]	0
CODp - Adsorbed hydrocarbon [mgCOD/L]	0
CODs - Degradable volatile ind. #1 [mgCOD/L]	0
CODs - Degradable volatile ind. #2 [mgCOD/L]	0
CODs - Degradable volatile ind. #3 [mgCOD/L]	0
CODs - Soluble hydrocarbon [mgCOD/L]	0
Gas - Dissolved oxygen [mg/L]	0
Flow	0

Configuration information for all Bioreactor units

Physical data

Element name	Volume [Mil. Gal]	Area [ft2]	Depth [ft]	# of diffusers
ANA 1	0.1158	1,106.0000	14.000	Un-aerated
ANA 2	0.1158	1,106.0000	14.000	Un-aerated
ANX 1	0.1158	1,106.0000	14.000	Un-aerated
ANX 2	0.1158	1,106.0000	14.000	Un-aerated
AER 1	0.4344	4,148.0000	14.000	940
AER 2	0.4344	4,148.0000	14.000	940
Post ANX	0.1158	1,106.0000	14.000	Un-aerated

Operating data Average (flow/time weighted as required)

Element name	Average DO Setpoint [mg/L]
ANA 1	0
ANA 2	0
ANX 1	0
ANX 2	0
AER 1	2.0
AER 2	2.0
Post ANX	0

Configuration information for all Bioreactor - MBR units

Physical data

Element name	Volume [Mil. Gal]	Area [ft2]	Depth [ft]	# of diffusers	# of cassettes	Displaced volume / cassette [ft3/cassette]	Membrane area / cassette [ft2/cassette]	Total displaced volume [Mil. Gal]	Membrane surface area [ft2]
Membrane Tank	0.0644	860.9028	10.000	160	14.000	91.400	27,560.000	0.010	385,840.000

Operating data Average (flow/time weighted as required)

Element name	Average DO Setpoint [mg/L]
Membrane Tank	2.0

Element name	Split method	Average Split specification
Membrane Tank	Flow paced	400.00 %

Configuration information for all Digester - Aerobic units

Physical data

Element name	Volume [Mil. Gal]	Area [ft2]	Depth [ft]	# of diffusers
AD 3	0.1465	1,398.8716	14.000	317
AD 2	0.1465	1,398.8716	14.000	317
AD 1	0.1465	1,398.8716	14.000	317

Operating data Average (flow/time weighted as required)

Element name	Average DO Setpoint [mg/L]
AD 3	0.5
AD 2	0.5
AD 1	0.5

Configuration information for all Separator - Dewatering unit units

Operating data Average (flow/time weighted as required)

Element name	Split method	Average Split specification
Digester Decant	Fraction	0.83
Digestate Dewatering	Fraction	0.06

Element name	Percent removal
Digester Decant	98.000
Digestate Dewatering	95.000

Configuration information for all Splitter units

Operating data Average (flow/time weighted as required)

Element name	Split method	Average Split specification
MLR to Anoxic	Flow paced	300.00 %
MLR to Anaerobic	Flow paced	200.00 %
RAS/WAS Splitter	Flowrate [Side]	0.073
MLR Anoxic Splitter	Fraction	1.00

BioWin Album

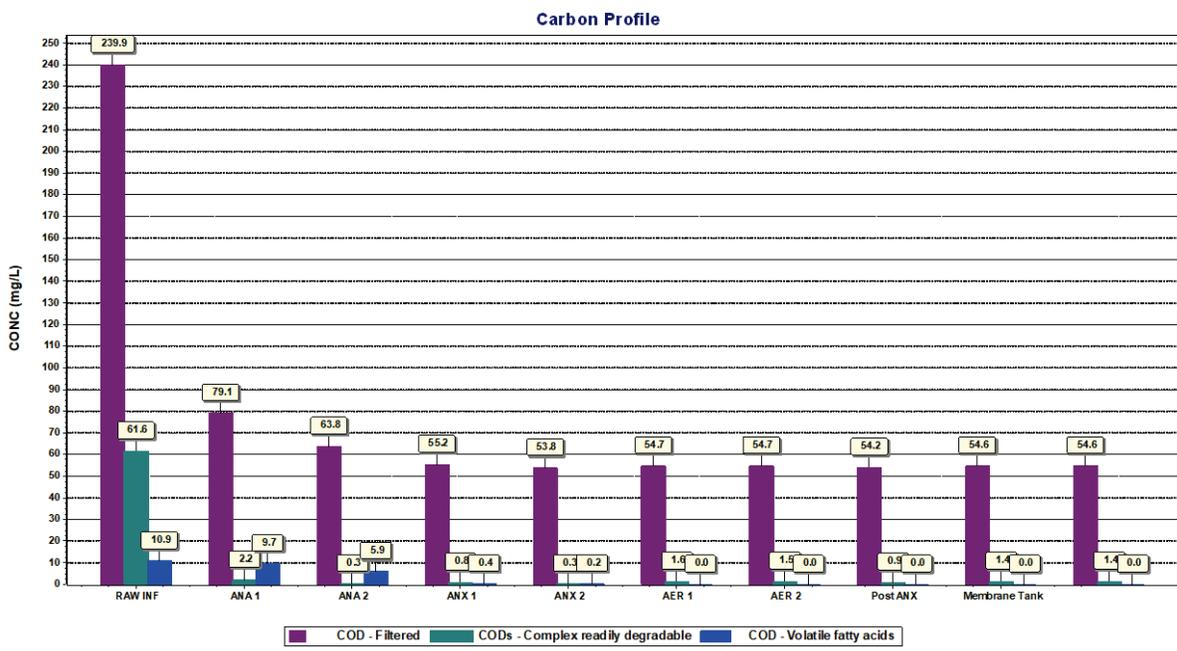
Album page - Influent

RAW INF				
Parameters	Conc. (mg/L)	Mass rate (lb/d)	Notes	
Alkalinity	6.000	52.239	mmol/L and kmol/d	
BOD - Filtered Carbonaceous	118.171	2,268.230		
BOD - Total Carbonaceous	326.703	6,270.873		
COD - Filtered	239.939	4,605.488		
COD - Particulate	485.061	9,310.474		
COD - Total	725.000	13,915.962		
COD - Volatile fatty acids	10.875	208.739		
Influent inorganic suspended solids	47.201	906.006		
ISS cellular	1.300	24.944		
ISS precipitate	0	0		
ISS Total	50.000	959.722		
N - Ammonia	29.700	570.075		
N - Filtered TKN	35.169	675.041		
N - Nitrate	0	0		
N - Nitrite + Nitrate	0	0		
N - Particulate TKN	9.831	188.708		
N - Total inorganic N	29.700	570.075		
N - Total Kjeldahl Nitrogen	45.000	863.749		
N - Total N	45.000	863.749		
P - Phosphorus in HMO	0	0		
P - Soluble PO4-P	4.050	77.737		
P - Total P	8.100	155.475		

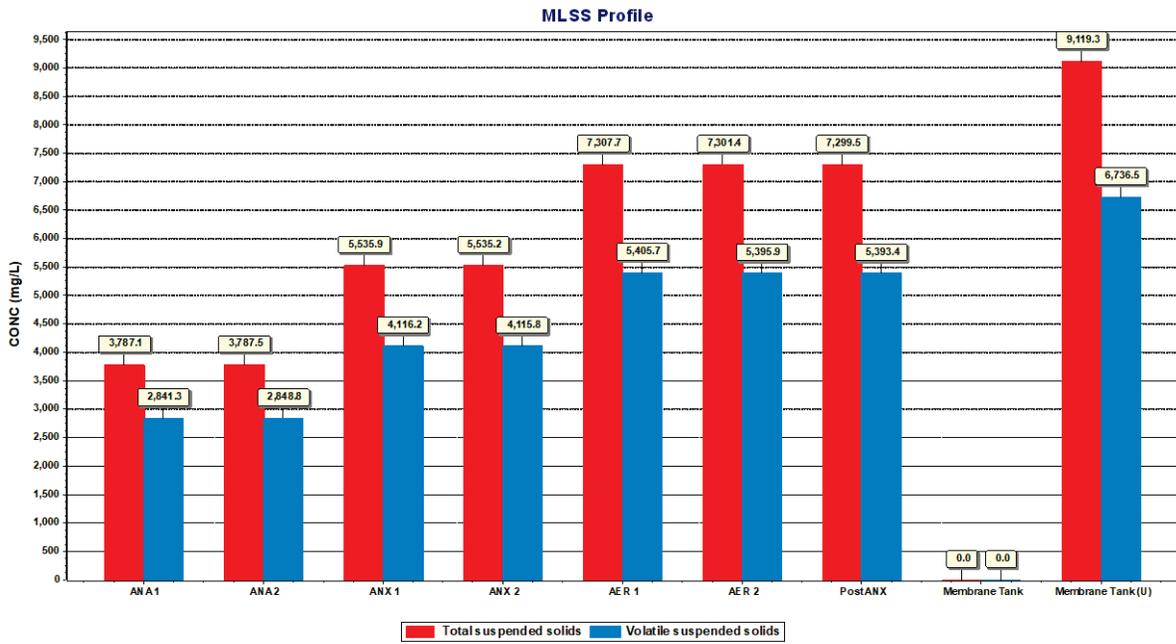
pH	7.000	
S - Total S	10.000	191.944
Total aluminium (all forms)	0	0
Total Calcium (all forms)	81.887	1,571.766
Total iron (all forms)	0	0
Total Magnesium (all forms)	15.235	292.418
Total suspended solids	355.339	6,820.537
Volatile suspended solids	305.339	5,860.815

Parameter	Value	Units
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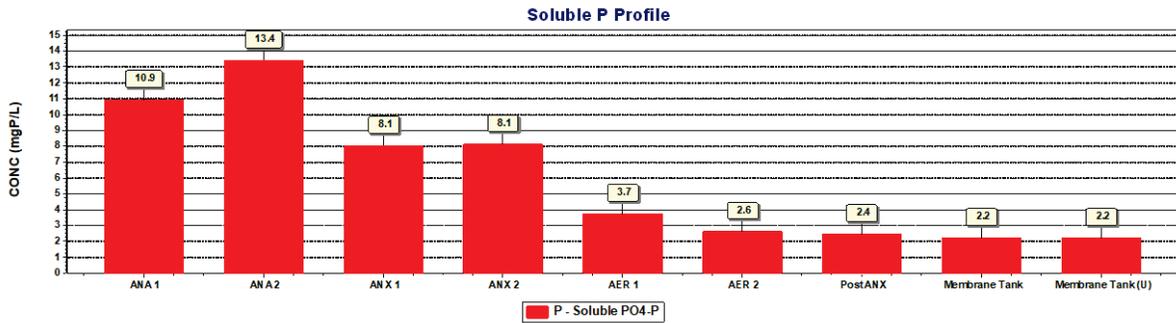
Album page - Carbon Profile



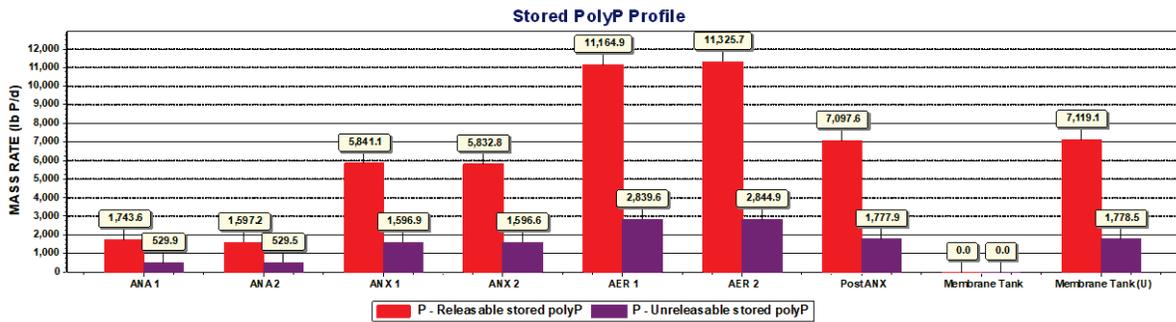
Album page - MLSS Profile



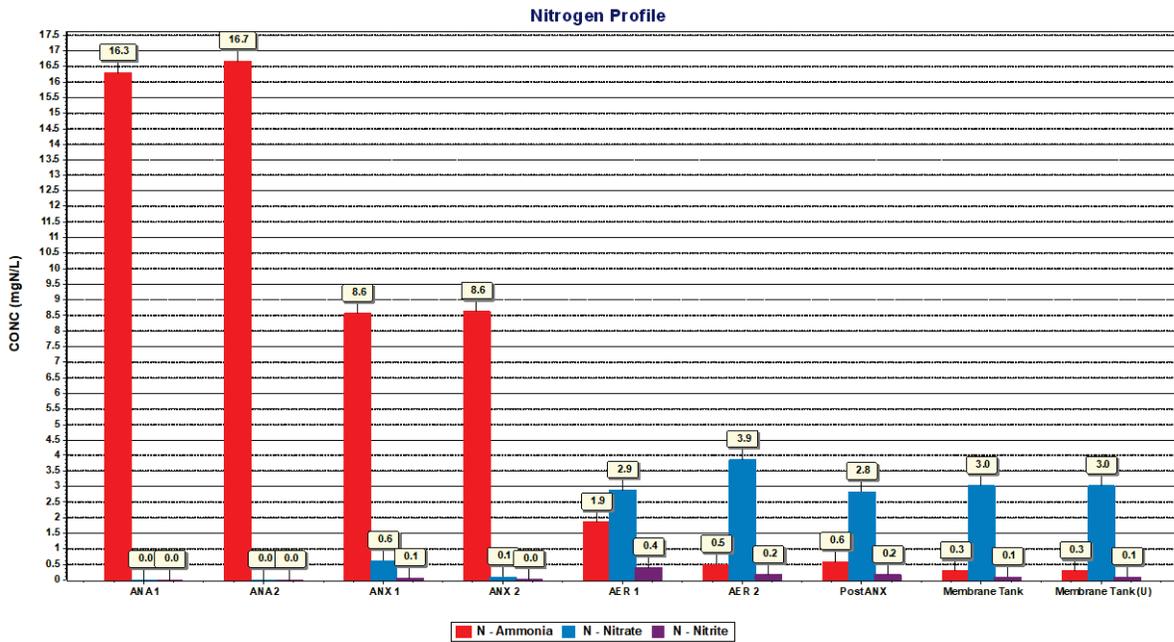
Album page - Phos Profile



Album page - Phos Profile



Album page - Nitrogen Profile



Album page - OTR

Elements	OTR [lb/hr]
AER 1	185.774
AER 2	143.607
Membrane Tank	27.637
Membrane Tank (U)	----

Album page - Effluent

To Disinfection			
Parameters	Conc. (mg/L)	Mass rate (lb/d)	Notes
Alkalinity	3.652	31.749	mmol/L and kmol/d
BOD - Filtered Carbonaceous	0.967	18.525	
BOD - Total Carbonaceous	0.967	18.525	
COD - Filtered	54.643	1,047.326	
COD - Particulate	0	0	
COD - Total	54.643	1,047.326	
COD - Volatile fatty acids	0.003	0.059	
Influent inorganic suspended solids	0	0	

ISS cellular	0	0
ISS precipitate	0	0
ISS Total	0	0
N - Ammonia	0.291	5.573
N - Filtered TKN	1.804	34.578
N - Nitrate	3.028	58.033
N - Nitrite + Nitrate	3.132	60.021
N - Particulate TKN	0	0
N - Total inorganic N	3.422	65.595
N - Total Kjeldahl Nitrogen	1.804	34.578
N - Total N	4.936	94.599
P - Phosphorus in HMO	0	0
P - Soluble PO4-P	2.229	42.731
P - Total P	2.229	42.731
pH	6.912	
S - Total S	10.000	191.659
Total aluminium (all forms)	0	0
Total Calcium (all forms)	81.300	1,558.238
Total iron (all forms)	0	0
Total Magnesium (all forms)	14.314	274.359
Total suspended solids	0	0
Volatile suspended solids	0	0
Parameter	Value	Units
Cost (Chemicals)	0	\$/hour
Power	0	kW
Power cost (Excl. heating)	0	\$/hour

Album page - Dewatering

Digestate Dewatering			
Parameters	Conc. (mg/L)	Mass rate (lb/d)	Notes
Alkalinity	3.107	0.674	mmol/L and kmol/d
BOD - Filtered Carbonaceous	0.495	0.237	
BOD - Total Carbonaceous	56.356	26.929	
COD - Filtered	78.992	37.745	
COD - Particulate	494.329	236.209	
COD - Total	573.321	273.954	
COD - Volatile fatty acids	0.001	0.000	
Influent inorganic suspended solids	99.792	47.685	
ISS cellular	31.037	14.831	
ISS precipitate	0	0	
ISS Total	130.837	62.519	
N - Ammonia	0.153	0.073	
N - Filtered TKN	3.368	1.609	
N - Nitrate	10.771	5.147	
N - Nitrite + Nitrate	10.808	5.165	
N - Particulate TKN	25.750	12.304	
N - Total inorganic N	10.961	5.238	
N - Total Kjeldahl Nitrogen	29.118	13.914	
N - Total N	39.926	19.078	
P - Phosphorus in HMO	0	0	
P - Soluble PO4-P	110.851	52.969	
P - Total P	122.931	58.741	
pH	6.574		
S - Total S	10.201	4.875	
Total aluminium (all forms)	0	0	
Total Calcium (all forms)	95.118	45.451	
Total iron (all forms)	0	0	
Total Magnesium (all forms)	38.665	18.476	
Total suspended solids	470.049	224.607	
Volatile suspended solids	339.213	162.088	

Parameter	Value	Units
Cost (Chemicals)	0	\$/hour
Percent TSS removal	95.000	%
Power	0	kW
Power cost (Excl. heating)	0	\$/hour

Appendix D

CDPHE FORMS

- Appendix D.1 Water Quality Control Division Regulation 22 Application Form
- Appendix D.2 TRWWTP 5-mile Vicinity Map
- Appendix D.3 TRWWTF 1-mile Vicinity Map
- Appendix D.4 Zoning Map
- Appendix D.5 FEMA Flood Insurance Rate Map 1
- Appendix D.6 FEMA Flood Insurance Rate Map 2
- Appendix D.7 TRWWTP Proof of Ownership



**Regulation 22 Site Location Application Form
 Section 22.7 - Increasing or Decreasing the Design Capacity of an
 Existing Domestic Wastewater Treatment Plant**

A. Project and System Information					
System Name	Telluride Regional Wastewater Treatment Plant				
Project Title	Telluride Regional Wastewater Treatment Plant Expansion Project				
County	San Miguel County				
CDPS Permit No.	CO0041840				
Date Fee Paid or payment attached	1/31/2022 (Cleared 2/2022)	Invoice Number and Check Number	WUSA222106641 / P.O. 03141807 / Check No. 120903		
Design Company Name	Carollo Engineers, Inc.				
Design Engineer	Leanne Miller Hyatt	CO License Number	49091		
Address	390 Interlocken Crescent, Suite 800				
	Broomfield, CO 80021				
Email	lhyatt@carollo.com	Phone	303-404-6362		
Applicant/Entity	Town of Telluride				
Representative Name	Karen Guglielmono, Environmental & Engineering Division Manager				
Address	12000 Highway 145				
	Telluride, CO 81435				
Email	kguglielmono@telluride-co.gov	Phone	970-729-1015		
B. Project Information					
<i>Location (existing or proposed site)</i>			<i>Proposed Project Design Capacity</i>		
Brief location description	12000 Hwy 145, Telluride, CO 81435		Hydraulic Capacity Maximum Month Average	2.3 MGD	
Legal Description (e.g., Township, Range)	SW 1/4 of the NW 1/4 of S33, T24N		Peak Hour Hydraulic Capacity	3.74 MGD	
County	San Miguel				
Latitude	37.94866		Organic Loading Capacity - Treatment Plant Only (Maximum Month Average)	6,230 lbs. BOD ₅ /day or lbs. cBOD/day	
Longitude	107.87366				
Funding Process	Will the State Revolving Fund (SRF) loan program be used to finance any portion of the project?	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
			If yes, please list project number		Not Yet Available
Project Schedule and Cost Estimate					
Estimated Bid Opening Date	Design-Build led by PCL Construction - Already Awarded				
Estimated Completion Date	2026				
Estimated Project Cost	\$60-80M				

Project and System Information	
Project Title	Telluride Regional Wastewater Treatment Plant Expansion Project
System Name	Telluride Regional Wastewater Treatment Plant
County	San Miguel County
CDPS Permit No.	CO0041840
CDPS Permit Expiration Date	November 30, 2025
Original Site Location Approval Number and Date	No. 4535, Year 1988

Treatment Works Information

1.	<p>Existing Treatment Works Process Overview</p> <p>a) Please describe the process(es) at the existing treatment works.</p> <p>The existing facility is an activated sludge plant that was originally commissioned in 1988, with expansions in 1994 and 2001. The plant currently treats wastewater from the Town of Telluride, the Town of Mountain Village, and from the surrounding communities of the Aldasoro Subdivision, Lawson Hill Subdivision, Hillside Subdivision, Eider Creek Condominiums, and Brown Homestead Condominiums in unincorporated San Miguel County. The Town of Mountain Village participates jointly with the Town to provide financial support for operation and maintenance of the facility.</p> <p>The liquid stream treatment process currently includes influent coarse screening, grit removal, activated sludge (oxidation ditches with surface brush rotors) with secondary clarification, and ultraviolet (UV) light disinfection. The solids stream treatment process currently includes aerobic digestion and screw presses for dewatering with a rotary drum thickener for redundancy.</p> <p>b) Existing Treatment Works Approved Capacities</p> <p><u>Existing Hydraulic Capacity</u></p> <ul style="list-style-type: none"> ▪ Maximum Month Average: 2.1 MGD ▪ Peak Hour: Unknown MGD <p><u>Existing Organic Capacity</u></p> <ul style="list-style-type: none"> ▪ Maximum Month Average: 3,708 lbs of BOD₅/day <p>c) Existing Treatment Works - Current Flow and Loading</p> <p><u>Current Flows</u></p> <ul style="list-style-type: none"> ▪ Maximum Month Average: 1.32 MGD ▪ Percent of Existing Capacity: 63% ▪ Peak Hour: 2.16 MGD ▪ Percent of Existing Capacity: Unknown% <p><u>Current Organic Load</u></p> <ul style="list-style-type: none"> ▪ Maximum Month Average: 3,880 lbs of BOD₅/day ▪ Percent of Existing Capacity: 105%
2.	<p>Proposed Treatment Works Process Overview</p> <p>Please describe the proposed treatment works process(es) and any existing treatment process(es) or equipment being retained.</p> <p>The proposed expansion project will increase the hydraulic (2.1 mgd to 2.3 mgd max month) and organic treatment capacity (3,708 ppd BOD₅ to 6,230 ppd BOD₅) of the facility, and includes modifications to the following process areas to meet upcoming nutrient removal requirements under Regulation 85 and to address aging asset rehabilitation needs. Detailed descriptions of the proposed changes are provided in the Basis of Design Report.</p> <p>Preliminary treatment with flow equalization</p> <ul style="list-style-type: none"> - Rehabilitation of existing raw sewage pump station and installation of new influent pumps - Decommissioning of existing headworks and construction of a new headworks to include: <ul style="list-style-type: none"> - Coarse screens - Grit removal - Fine screens - Wet well and pump station with flow equalization - Alkalinity chemical feed system - Secondary treatment <ul style="list-style-type: none"> - Conversion of two oxidation ditches to flow-through, 5-stage bardenpho BNR reactors with fine bubble aeration - Decommissioning of the third oxidation ditch and the three secondary clarifiers - Construction of a membrane system (with all ancillary components) to operate secondary treatment as an MBR. - Preparations for future chemical feed systems for MicroC 2000 (carbon) and metal salt coagulant (back-up chemical P removal) - these chemicals are not needed for current permit limits. <ul style="list-style-type: none"> - New UV disinfection system (closed-vessel) - Solids handling <ul style="list-style-type: none"> - Replace digester decant telescoping valves and decant piping

- Replace digester blowers and existing aeration diffusers
- New digester mixing system
- New redundant dewatering equipment

Site Information

3.	<p>Vicinity maps of site location which includes the following:</p> <p>a) 5-mile radius map: all treatment plant, lift stations and domestic water supply intakes</p> <p>b) 1-mile radius map: habitable buildings (e.g., residences, schools, and commercial structures), location of public and private potable water wells, an approximate indication of the topography of the area, and neighboring land uses</p> <p>Included as attachment.</p>
4.	<p>Site Location Zoning</p> <p>a) Present zoning of the site location?</p> <p>Public (see attachment)</p> <p>b) Zoning within a one (1) mile radius of the site location?</p> <p>Open space, low-density residential, medium-density residential, affordable housing planned unit development, public, industrial, forestry/agriculture, Planned Unit Development Reserve. (see attachment)</p>
5.	<p>Floodplain or Natural Hazard Area</p> <p>a) Is the site located in a 100-year floodplain or other natural hazard area? If so, what precautions are being taken?</p> <p>The site is not located in a 100-year floodplain or other natural hazard area.</p> <p>b) Has the floodplain been designated by the Colorado Water Conservation Board, Department of Natural Resources or other agency? If so, please list agency name and the designation.</p> <p>FIRM San Miguel County, Colorado and Incorporated Areas, Panel 287 of 400, Map Number 08113C0287 D, Map Revised 1992.</p>
6.	<p>Legal Arrangements Demonstrating Control of the Site</p> <p>Please provide the legal arrangements showing control of the site or right-of-way for the project life or showing the ability of the entity to acquire the site or right-of-way and use it for the project life.</p> <p>The Town of Telluride is the land owner for which the current and proposed facilities will be constructed. Documentation of ownership is attached to this form.</p>
7.	<p>Nearby Facilities</p> <p>Please list all municipalities and water and/or sanitation districts within 5-miles downstream of the proposed treatment works site.</p> <p>No other municipalities, water, or sanitation districts are within 5-miles downstream of the TRWWTP.</p>

Treatment Works Effluent Information

8.	Effluent disposal method (please check all that apply)	
	<input checked="" type="checkbox"/>	Surface Discharge to watercourse (enter watercourse name below)
	<input type="checkbox"/>	Groundwater Discharge
	<input type="checkbox"/>	Land application
	<input type="checkbox"/>	Treated Effluent Reuse (Regulation 84)
	<input type="checkbox"/>	Evaporation
	<input type="checkbox"/>	Other (describe below)

	San Miguel River
9.	<p>Water Quality Planning Targets (please attach a copy in Engineering Report)</p> <p>a) Identify the document to be used as the Water Quality Planning Targets:</p> <p>As part of this project, the Town requested a permit modification from CDPHE with a delayed effective date for the proposed 2.3 mgd ADMMF design capacity. Per coordination with the CDPHE Permitting Section, the project team was instructed to use the modified permit (Major Amendment 4, issued December 30, 2022), with a delayed effective date of November 1, 2025 as the Project's "planning tool" to ensure that the facility can meet updated permit effluent standards. In other words, the effluent criteria summarized in the sections above serve as the Preliminary Effluent Limits for this project.</p> <p>Because the TRWWTP discharges to a low-priority watershed, the implementation of technology based effluent TIN and TP limits under Regulation 85 are delayed and no compliance schedule was included in the modified permit. However, the modifications proposed in this project will be designed to achieve the anticipated running annual median and 95th percentile effluent limits for each parameter.</p> <p>b) If Preliminary Effluent Limits are required, please identify the date the document was received:</p> <p>See above - draft permit issued December 30, 2022.</p>
10.	<p>Downstream Distances</p> <p>a) Downstream distance from the discharge point to the nearest domestic water supply intake? Name of supply? Address of supply?</p> <p><i>Distance:</i> 3.2 miles (as the crow flies) <i>Name of Supply:</i> San Miguel County Shop <i>Address of Supply:</i> 15553 Highway 145, 37.954675 deg N, 107.932225 deg W.</p> <p>Note: This is the only domestic water supply intake noted on the CDPS permit. Well permit number 139172</p> <p>b) Downstream distance from the discharge point to the nearest other point of diversion? Name of user? Address of user?</p> <p><i>Distance:</i> Unknown <i>Name of User:</i> Unknown <i>Address of User:</i> Unknown - greater than 5 miles</p>
Project Information	
11.	<p>What entity is financially responsible for the construction of the treatment works?</p> <p>Town of Telluride (65%) and the Town of Mountain Village (35%)</p>
12.	<p>What entity has the financially responsibility for owning and long term operating expense of the proposed treatment works?</p> <p>Ownership is divided between the Town of Telluride (85%) and the Town of Mountain Village (15%). Long term operating expenses of the proposed treatment works are divided by agreement as follows:</p> <p>The Town of Telluride (65%) and the Town of Mountain Village (35%).</p>
13.	<p>What entity has the responsibility for managing and operating the proposed treatment works after construction?</p> <p>The Town of Telluride is responsible for managing and operating the current treatment works and will continue to manage and operate the proposed treatment works after construction.</p>
Additional Factors	
14.	<p>Please identify any additional factors that might help the Division make an informed decision on your site location application.</p>

See the attached Basis of Design Report and its supporting appendices. The project will be delivered via Design-Build with PCL Construction. Carollo intends to pursue the streamlined design review process.

Note that to maintain the current project schedule, the project team is not requesting site application approval at this time for the chemical feed systems associated with this work (i.e., alkalinity feed at headworks, and sodium hypochlorite and citric acid for membrane cleaning). The project team is currently pursuing chemical modification requests through the CDPHE Permitting Section for these chemicals, and will submit for a separate site application amendment to the Engineering Section for those chemical feed systems once Permitting approval has been secured.



Applicant Certification and Review Agencies Recommendation

A. Project and System Information	
System Name	Telluride Regional Wastewater Treatment Plant
Project Title	Telluride Regional Wastewater Treatment Plant Expansion Project
County	San Miguel County
CDPS Permit No.	CO0041840

1. Applicant Certification

I certify that I am familiar with the requirements of *Regulation 22 - Site Location and Design Regulations for Domestic Wastewater Treatment Works*. An engineering report, as described and required by the regulations, has been prepared and is enclosed.

Applicant Legal Representative			
Position/Title Town Manager	Typed Name Scott Robson	Signature <i>Scott Robson</i>	Date 3-14-23
Email srobson@telluride-co.gov		Phone 970-728-2155	
The system legal representative is the legally responsible agent and decision-making authority (e.g. mayor, president of a board, public works director, owner). The Design Engineer is not the legal representative and <u>cannot</u> sign this form.			

2. Recommendation of Review Agencies

As required in Section 22.7(2) and referencing the procedures specified in Section 22.6(2), the application and the engineering report must be submitted to all appropriate local governments, local health authority, 208 designated planning and management agencies and other state or federal agencies for review and comment prior to submittal to the Division. By signing below, the review agency: 1) acknowledges receipt of the proposed site location application, 2) has reviewed the proposed application and may elect to provide comments, and 3) has provided a recommendation concerning the application to the Division. The recommendation should be based on the factors outlined in Section 22.6(2); for example, on the consistency of the proposed site location application with the local comprehensive plan(s) as they relate to water quality and the approved regional water quality management plan(s). *Please note: Review agencies are encouraged to provide project comments; however, if a review agency does not recommend approval then the agency must attach a letter describing the reason for their decision or comment on the next page.*

Signature of designated Management Agency (i.e., Water Quality Authority, Watershed Association, Watershed Authority)				
Agency	Typed Name	Signature	Date	
Email		Phone	Recommend Approval?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Signature of County, if the site is located in unincorporated areas of a county				
County	Typed Name	Signature	Date	
Email		Phone	Recommend Approval?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Signature of City or Town, if the site is located within a City/Town boundary or within three miles of the City/Town boundary (if multiple, attach additional sheets as needed)				
City/Town Town of Telluride	Typed Name Scott Robson, Town Manager	Signature <i>Scott Robson</i>	Date 3-14-23	
Email srobson@telluride-co.gov		Phone 970-728-2155	Recommend Approval?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Signature of Local Health Authority

Agency San Miguel County, Public Health Office	Typed Name Grace Franklin	Signature 	Date 03/13/23	
Email publichealth@sanmiguelcountyco.gov		Phone 970-728-4289	Recommend Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Signature of 208 Designated Planning Agency

Agency	Typed Name	Signature	Date	
Email		Phone	Recommend Approval?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Signature of other State or Federal Agencies, if treatment works is located on or adjacent to a site that is owned or managed by a federal or state agency.

Agency	Typed Name	Signature	Date	
Email		Phone	Recommend Approval?	Yes <input type="checkbox"/> No <input type="checkbox"/>

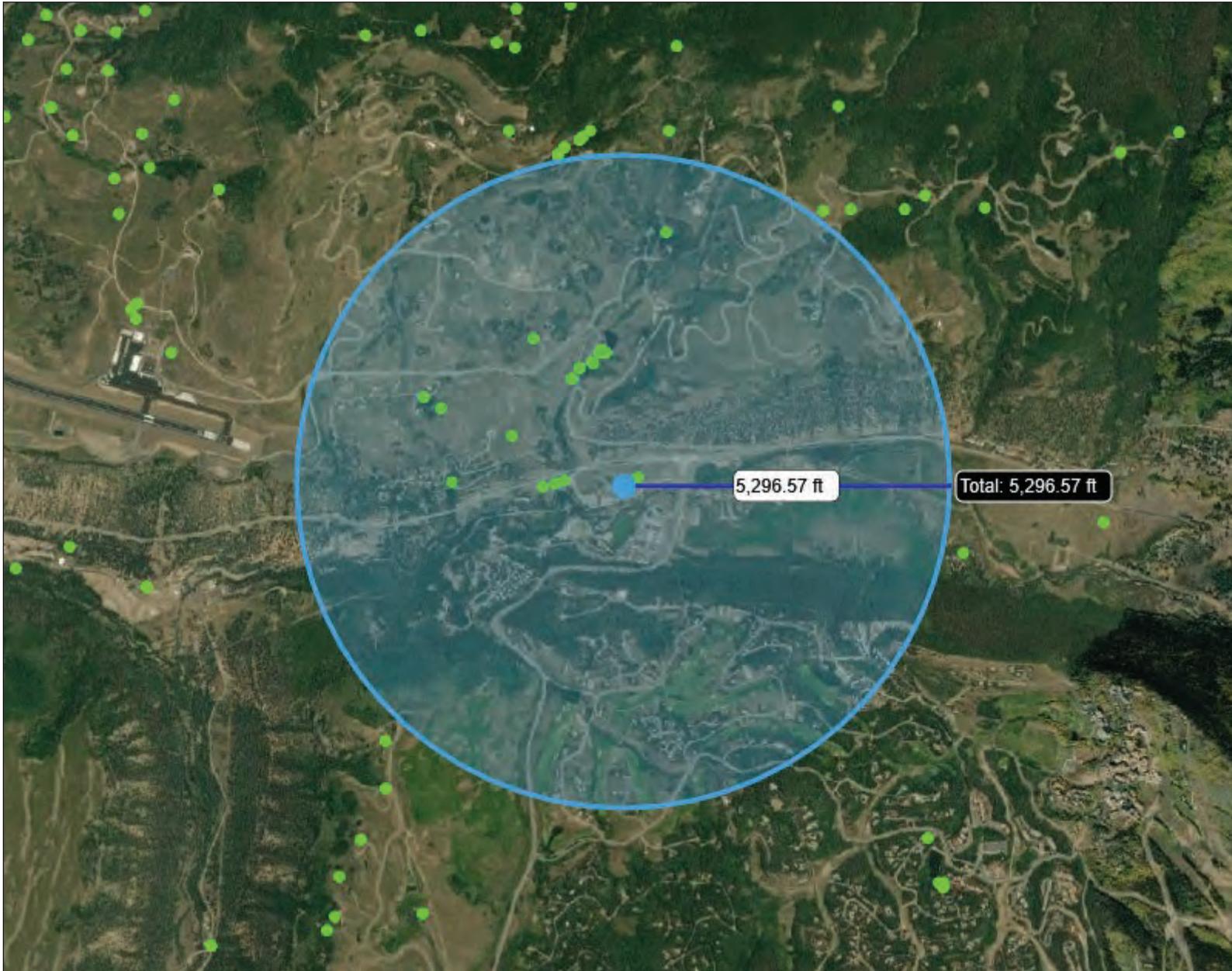
Signature of other undesignated Basin Water Quality Authority, Watershed Association, Watershed Authority, etc.

Agency	Typed Name	Signature	Date	
Email		Phone	Recommend Approval?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Review Agency Comments:



TRWWTP - 1 Mile Radius Map



Legend

- Well Constructed

Location



Notes

4,677 0 2,339 4,677 Feet



1: 28,064

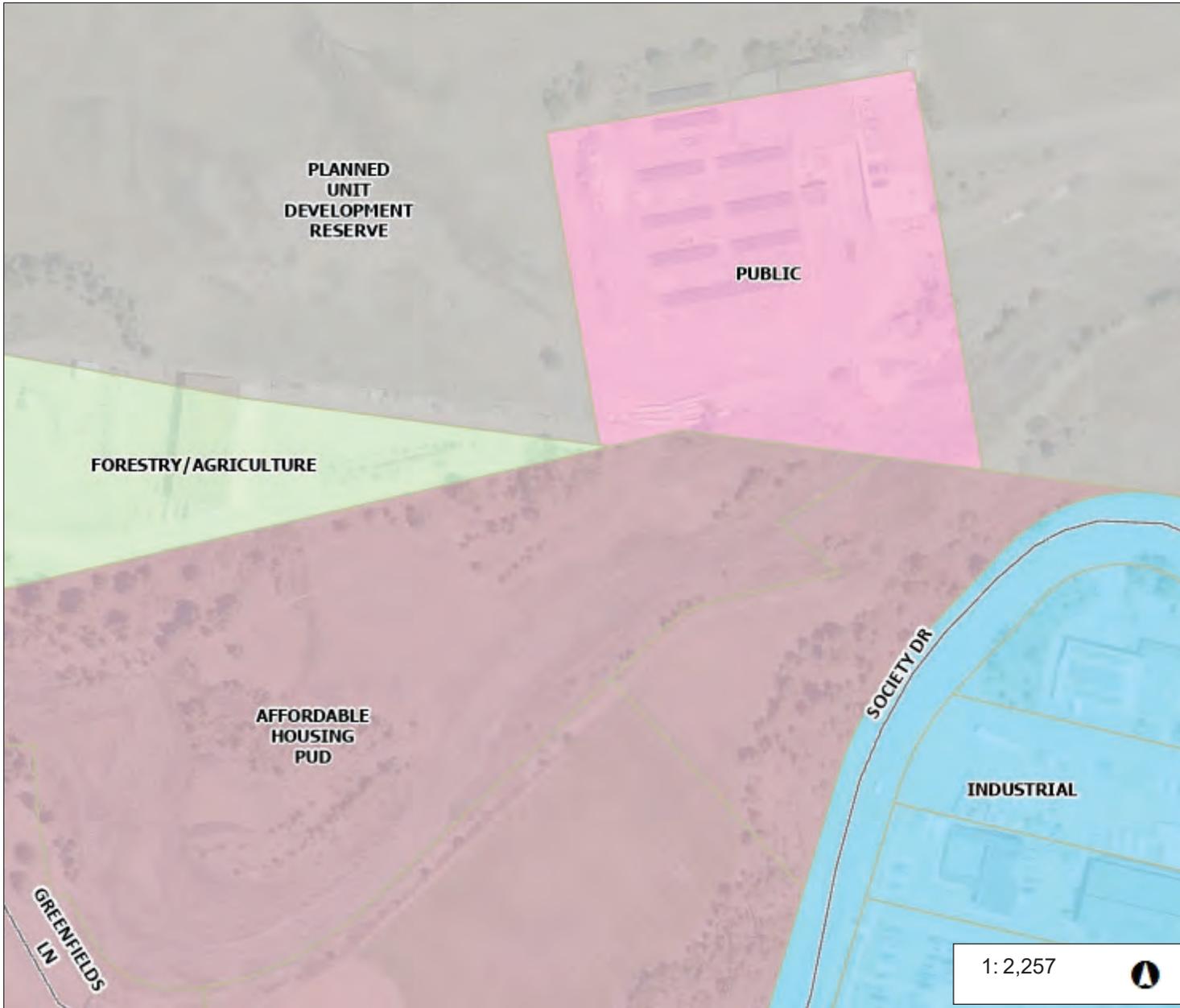


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Date Prepared: 2/10/2023 2:16:35 PM



San Miguel County Zoning of the TRWWTP Site -"Public"

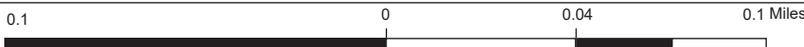


Legend

- Road
- Regional Road
- County Boundary
- Town Boundary
- Tax Parcels cache
- County Zoning**
- COUNTY ACCOMMODATIONS & I ACCOMMODATIONS & RECREAT
- COUNTY AFFORDABLE HOUSING
- COUNTY COMMUNITY HOUSING
- COUNTY FORESTRY/AGRICULTURE
- COUNTY HEAVY COMMERCIAL
- COUNTY HIGH COUNTRY AREA
- COUNTY INDUSTRIAL
- COUNTY LOW DENSITY
- COUNTY LOW DENSITY RESIDENTIAL
- COUNTY MEDIUM DENSITY
- COUNTY MOBILE HOME
- COUNTY OPEN SPACE
- COUNTY PARK
- COUNTY PLACERVILLE COMMERCIAL
- COUNTY PLACERVILLE RESIDENTIAL
- COUNTY PLANNED UNIT DEVELOPMENT
- COUNTY PUDR
- COUNTY PUBLIC
- COUNTY RANGELAND/GRAZING

Map Generated
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Notes



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION
www.sanmiguelcountyco.gov



LEGEND

SPECIAL FLOOD HAZARD AREAS INUNDATE BY 100-YEAR FLOOD

ZONE A No base flood elevations determined.

ZONE AE Base flood elevations determined.

ZONE AH Flood depths of 5 to 3 feet (usually areas of periodic) low flood frequency determined.

ZONE AD Flood depths of 1 to 3 feet (usually short flow on rising tides); surge depth determined. For areas of actual low flow tide, velocities also determined.

ZONE A99 To be protected from 100-year flood by Federal flood protection system under construction or under construction.

ZONE V Coastal flood with velocity hazard (wave action); no base flood elevations determined.

ZONE VE Coastal flood with velocity hazard (wave action); base flood elevations determined.

FLOODWAY AREAS IN ZONE AE

OTHER FLOOD AREAS

ZONE X Areas of 500-year flood; areas of 100-year flood with average depth of less than 1 foot or with drainage areas less than 1 square mile and areas protected by levees from 100-year flood.

OTHER AREAS

ZONE K Areas determined to be outside 500-year flood zone.

ZONE D Areas in which flood hazards are undetermined.

Boundary Flood Boundary

Boundary Floodway Boundary

Boundary Zone D Boundary

Boundary Boundary Dividing Special Flood Hazard Zones, and Boundary Dividing Areas of Different Coastal Base Flood Elevations Within Special Flood Hazard Zones.

STZ Base Flood Elevation Line; Elevation in Feet

CSL Cross Section Line

(EL 587) Base Flood Elevation in Feet Where Uniform Within Zone*

IMT Elevation Reference Mark

MIS River Mile

*Referenced to the National Geodetic Vertical Datum of 1929

NOTES

The map is based on the National Flood Insurance Program (NFIP) 100-year flood study. It identifies all areas subject to flooding, particularly from coastal storms and waves, and all other flood hazards not in Special Flood Hazard Areas.

Certain Areas not in Special Flood Hazard Areas may be protected by flood control structures.

Boundaries of the Floodway were computed at cross sections and reference lines between cross sections. The Floodway area is based on hydraulic considerations as reported to submitters of the Federal Emergency Management Agency.

Floodway additional areas may be shown to show scale. Floodway widths are provided in the Floodway Data Table.

Coastal base flood elevations apply only to the beach of the shoreline.

Elevation reference marks are described in the Flood Insurance Study Report.

Coastal limits shown are current as of the date of the map. The user should consult appropriate community officials to determine if coastal limits have changed substantially since the issuance of the map.

For community information or more data on floodway mapping, see Section E.B of the Flood Insurance Study Report.

For additional map details, see Floodway Data Table.

MAP REPOSITORY

Refer to Repository Listing on Index Map.

EFFECTIVE DATE OF COUNTYWIDE FLOOD INSURANCE RATE MAP
SEPTEMBER 30, 1988

EFFECTIVE DATE (S) OF MAP PANEL REVISIONS:

Refer to Flood Insurance Rate Map Effective date shown below to determine when actual rates apply to structures in zones where revisions or depths have been established.

To determine if flood insurance is available, contact an insurance agent or call the National Flood Insurance Program at (800) 638-6620.

APPROXIMATE SCALE IN FEET
500 1000 1500 2000 2500 3000 3500 4000 4500 5000

NATIONAL FLOOD INSURANCE PROGRAM

FIRM

FLOOD INSURANCE RATE MAP

SAN MIGUEL COUNTY, COLORADO AND INCORPORATED AREAS

PANEL 286 OF 400

PANEL LOCATION

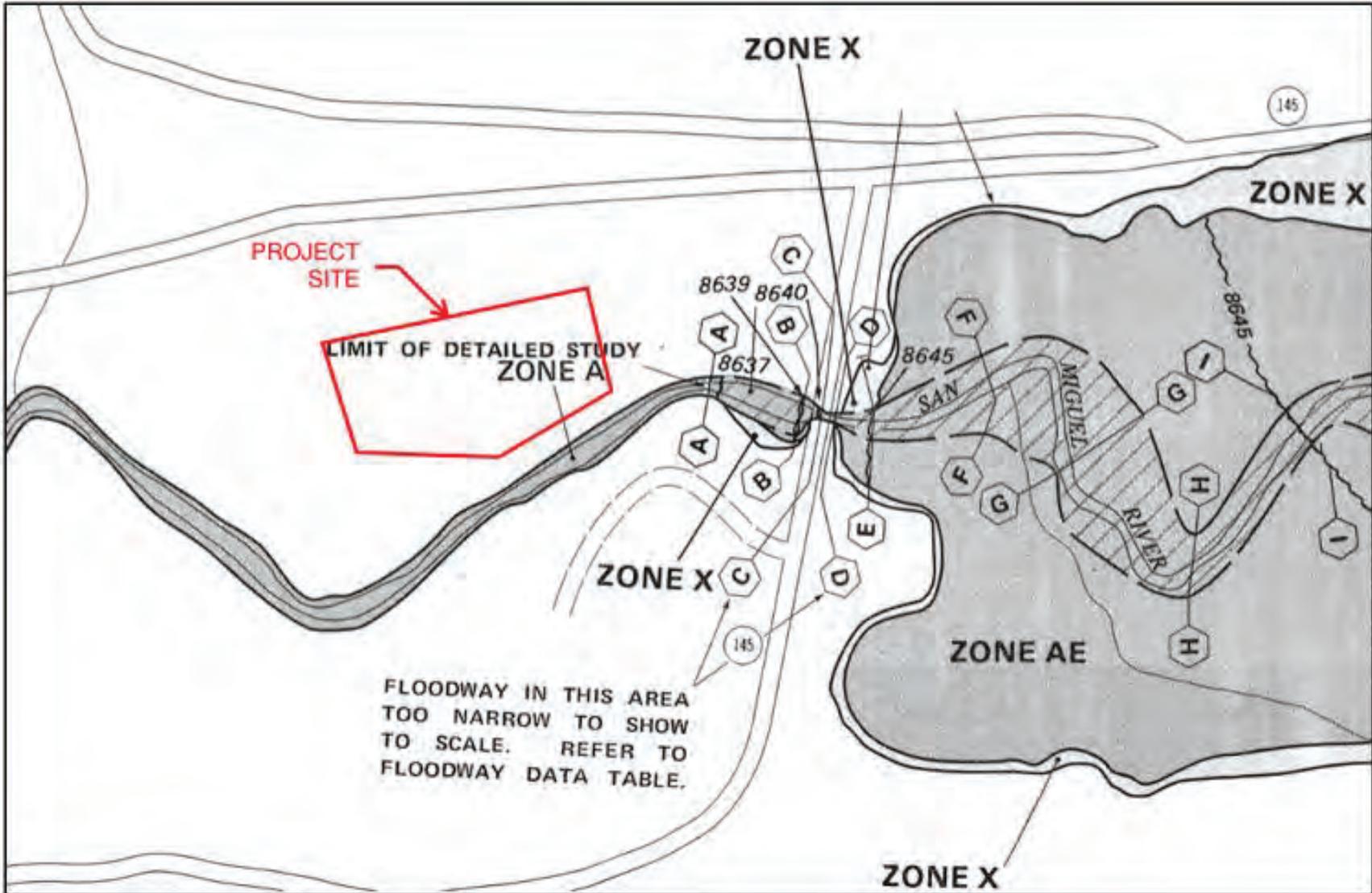
CONTAINS

COMMUNITY	NUMBER	PANEL	SUFFIX
UNINCORPORATED AREAS	08108	0286	C

MAP NUMBER
08113C0286 C

EFFECTIVE DATE:
SEPTEMBER 30, 1988

Federal Emergency Management Agency



Legal Description

The street address and current legal description of the parcel on which the development is proposed to occur is:

Street Address: 12000 Highway 145

Current Legal Description of the Parcel: "PARCEL A1 A SUB OF THE DENVER PLACER MS 12119 USMMD AND THE NAVIKE PLACER MS 736 USMMD SEC 33 T43 R9 DES AS FOL COM AT A 2 INCH ALUMINUM CAP LS 20125 ON THE 9 THRU 10 LINE OF THE DENVER PLACER SAME AS THE 1 THRU 2 LINE OF THE BOSTON PLACER MS 2019 FROM"

Parcel Search Results

Parcel Number	Account Number	OwnerName	Situs Address	Lot	Block	Subdivision	Zoom to Parcel	Property Data	Public Noticing
456533200905	R1030087550	TOWN OF TELLURIDE	12000 145	A-1		TOWNSHIP AND RANGE	Zoom	Property Data	Launch

Proof of Ownership

State of Colorado, County of San Miguel]

Book 432 Pages 38-39

Paid \$4.00

Recorded at 2:40 o'clock P.M. December 5, 1986
Receipt No. 246369 Gay Cappis Recorder

Deputy

WARRANTY DEED

THIS DEED, Made this 16th day of October, 1986

between SAN MIGUEL VALLEY CORPORATION

a corporation duly organized and existing under and by virtue of the laws of the State of Colorado grantor, and TOWN OF TELLURIDE

municipal a corporation duly organized and existing under and by virtue of the laws of the State of Colorado grantor; whose legal address is PO Box 397, Telluride, CO 81435

State Documentary Fee
Date DEC 5, 1986
Exempt kr

WITNESSETH, That the grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS,

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantees, its successors and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of San Miguel and State of Colorado, described as follows: Parcel A-1, a subdivision of the Denver Placer, MS 12119 Upper San Miguel Mining District, and the Navike Placer, MS 736 Upper San Miguel Mining District, located in Sec. 33, T43N, R9W, NMPM, San Miguel County, Colorado described as follows:

Commencing at a 2 inch aluminum cap marked LS 20125, on the 9-10 line of the Denver Placer, same as the 1-2 line of the Boston Placer, MS 2019, from which Corner 9 of the Denver Placer bears S 82°34'50" E a distance of 366.63 feet; Thence N 09°39'35" W a distance of 446.32 feet to a 2 inch aluminum cap marked LS 20125; Thence S 80°20'24" W a distance of 362.00 feet to a 2 inch aluminum cap marked LS 20125; Thence S 09°39'36" E a distance of 335.10 feet to a 2 inch aluminum cap marked LS 20125; Thence S 82°34'50" E a distance of 378.70 feet to the Point of Beginning, and containing 141437.39 sq. feet or 3.2470 acres of land more or less.

TOGETHER, with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, remis, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, its successors and assigns forever. And the grantor for itself, its successors and assigns, does covenant, grant, bargain and agree to and with the grantee, its successors and assigns, that at the time of the enclosing and delivery of these presents, it is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, incumbrances and restrictions of whatever kind or nature soever, except general taxes and assessments on said premises for 1986 and subsequent years and those matters set forth as permitted exceptions on Exhibit A attached hereto and incorporated by reference.

The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof.

IN WITNESS WHEREOF, The grantor has caused its corporate name to be hereunto subscribed by its vice president, and its corporate seal to be hereunto affixed, attested by its assistant secretary, the day and year first above written.



By Janet A. Valle
Assistant Secretary

SAN MIGUEL VALLEY CORPORATION
By Charles H. Haas
Vice President

STATE OF COLORADO,
County of SAN MIGUEL } ss.

The foregoing instrument was acknowledged before me this 16 day of October, 1986, by Charles H. Haas as Vice President and Janet A. Valle as Secretary of San Miguel Valley Corporation, a corporation.



Sandra H. Stull
Notary Public
106 South Mill # 202
Telluride, Colorado

EXHIBIT A

PERMITTED EXCEPTIONS
(to Parcel A-1)

1. San Miguel Valley Corporation reserves the joint right of access over Parcel A-1 to its adjacent property.
2. Vested or accrued rights, if any, of the County of San Miguel, pertaining to the former railroad right-of-way of the Rio Grande Southern Railroad Company.
3. Existing right-of-ways for roads, highways, ditches and ditch reservoirs filings, if any.
4. Right-of-ways for existing highway as conveyed by deeds of record.
5. Right-of-ways for ditches and canals constructed by the authority of the United States, as reserved in patents of record.
6. Excepting therefrom any veins or lodes of quartz, or other rock in place bearing gold, silver, cinnabar, lead, tin, copper or other valuable deposits within the land above described, which may have been discovered or known to exist on or prior to the 13th day of October, 1897 in Book 52 at Page 149 and the 21st day of April, 1882 in Book 52 at page 120.
7. The right of the proprietor of any lode claim, the vein or lode of which has its top or apex outside of said land and which vein or lode may be found to penetrate, intersect, pass through, or dip into said land through the side lines of said lode claim, to enter said land along the dip of said vein or lode for the purpose of extracting and removing the ore therefrom, whether or not said right is expressly reserved in the patents from the United States.
8. Any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local laws, customs and decisions of courts.
9. Rules or regulations of federal, state or local governments providing for working of mining claims on the premises hereby conveyed.
10. That in the absence of necessary legislation by Congress, the Legislature of Colorado may provide rules for working the mining claim or premises hereby granted, involving easements, drainage, and other necessary means to the complete development thereof.

Paic
\$9.00

246367

State of Colorado.)
County of San Miguel.)

Filed for record: December 5, 1986. Time: 2:20 P.M.
and duly recorded in Book 432 Pages 31-33.

Capps-Recorder
by *Haltom* Deputy

EASEMENT
(Parcel A-2)

San Miguel Valley Corporation, grantor, does hereby grant and convey to the Town of Telluride, grantee, for the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, an easement for the purpose of constructing, operating and maintaining an access road to the sewer plant, a subsurface sewer interceptor line and other utilities, including but not limited to gas, water and electric necessary to service the sewer plant, over and across the following described land situate in the County of San Miguel, State of Colorado, to wit:

Parcel A-2, a subdivision of the Denver Placer, MS 12119 Upper San Miguel Mining District, located in Section 33, T43N, R9W, NMPM, San Miguel County, Colorado, described as follows:

COMMENCING at a 2 inch aluminum cap marked LS 20125, from which Corner 9 of the Denver Placer bears S 63°09'38" E a distance of 435.975 feet;

THENCE N 59°49'30" E a distance of 149.44 feet to a 2 inch aluminum cap marked LS 20125;

THENCE N 86°13'30" E a distance of 195.64 feet to a 2 inch aluminum cap marked LS 20125;

THENCE S 78°27'24" E a distance of 182.51 feet to a 2 inch aluminum cap marked LS 20125;

THENCE N 09°54'16" E, along the State Highway Right of Way, a distance of 147.31 feet to a 2 inch aluminum cap marked LS 20125;

THENCE N 52°01'30" W a distance of 103.72 feet to a 2 inch aluminum cap marked LS 20125;

THENCE S 80°20'24" W a distance of 484.16 feet to a 2 inch aluminum cap marked LS 20125;

THENCE S 09°39'35" E a distance of 181.74 feet to the Point of Beginning, and containing 84466.78 square feet or 1.9390 acres of land, more or less.

Grantee shall have all rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including but not limited to the right of ingress and egress to and from said easement. Grantor hereby reserves the right to occupy and use said easement except for any use which conflicts with purposes for which this easement is granted.

The easement shall continue for so long as the same shall be used for the intended purposes as set out herein; if the easement ceases to be used for such purposes, the lands shall revert to grantor.

Grantee shall, within a reasonable time after construction, restore any affected areas to conditions existing prior to construction, including but not limited to repairing or replacing any irrigation ditches or other facilities that may have been damaged, bringing affected areas back to existing grades and reseeding of any areas that had been irrigated prior to commencing construction.

This easement and all provisions herein shall inure to the benefit of and be binding upon the parties, their successors and assigns.

In witness whereof, grantor has executed this easement this
16th day of October 1986.



A Hall
Secretary

SAN MIGUEL VALLEY CORPORATION

BY Charles N. Haas
Vice President

State of Colorado)
County of SAN MIGUEL) SS.

The foregoing instrument was acknowledged before me by
Charles N. Haas and Jane A. Hall this 16 day of October 1986.

My commission expires: November 26, 1987



Sandra M. Stuller
Notary Public

Address:

106 Santa Mill #202
Aspen Colorado 81611

From: [Roz Strong](#)
To: [council](#)
Subject: Preserve Meadow's parking lot
Date: Thursday, April 20, 2023 12:41:14 PM

Dear MtnVillage Town Council,

It was brought to my attention that the Town Council will review a new pay for parking plan for the entire town that includes the Meadows Lot as a paid lot.

PLEASE PRESERVE THE MEADOWS PARKING LOT FOR ALL THE EMPLOYEE HOUSING IN THE MEADOWS AREA.

TMV IS BUILDING ADDITIONAL HOUSING ON THE HILLSIDE AND THERE WILL BE MORE LOCAL FOLKS WHO WILL NEED TO PARK IN THE MEADOWS PARKING LOT BECAUSE THERE IS NOT ENOUGH PARKING AT THE ACTUAL STRUCTURE. ALSO TAKE A LOOK AT FAIRWAY 4. THERE IS NOT ENOUGH PARKING IN THAT FACILITY EITHER.

TMV IS ENCOUAGING EMPLOYEE HOUSING GROWTH IN THE MEADOWS AREA....PLEASE DO NOT MAKE THE RESIDENTS PAY MORE THAN THE ANNUAL PARKING FEE ALREADY IN PLACE. LIFE IN TELLURIDE IS EXPENSIVE. THE COST OF HOUSING IS EXPENSIVE. ADDING AN ADDITIONAL PARKING FEE IN THE MEADOWS IS DISRESPECTFUL TO THE SUSTAINING MEMBERS OF THE COMMUNITY.

Roz Strong
Recent Prospect Creek homeowner.

7. *The private road within the proposed development on the Property Lot 126R shall be owned and maintained by the owners' association, and the declaration of covenants for the Property shall give the Town the right, but not the obligation, to maintain the road if the association fails to do so, to bill the association for all such expenses incurred by the Town, and to lien all or a portion of the Property if the association fails to pay.*
8. *The Developer shall relocate ~~and maintain~~ the 16' wide trail connection from Country Club Drive to the junction of the Jurassic/Boomerang Trails. The Developer shall revise the civil drawings to show the trail and access easement in more detail, including decomposed granite/trail mix meeting Town specifications, and no hardscape or landscape in this area to accommodate snowcats for access. The trail and access easement shall be granted to the Town on or before the recordation of the Property Replat but may be modified after construction based on a survey of as-built conditions. The trail and access easement area shall accommodate the turning radius of snow grooming equipment, and should the easement area need to be altered from the plans and specifications submitted as part of this approval, such alteration may be approved by Town staff.*
9. *The single-family setback shall be renamed to "General Easement" on the Replat and reduced from 16' to 8'. The Town will draft the General Easement plat note, which shall name the Town as beneficiary and limit the General Easement to below-grade utilities with no public access.*
10. *Town Staff will review and must approve the final proposed Property Replat to verify consistency with CDC Section 17.4.13.N Plat Standards, including subsection 3 Plat Notes and Certifications, and provide redline comments to the Developer prior to execution of the final mylar.*
11. *Town Staff has the authority to provide ministerial and conforming comments on the mylar prior to recordation of the Property Replat.*
12. *Permanent monuments on the external boundary of the subdivision shall be set within thirty (30) days of the recording of the Property Replat. Block and lot monuments shall be set pursuant to C.R.S. § 38-51-101. All monuments shall be located and described. Information adequate to locate all monuments shall be noted on the Property Replat.*
13. *All recording fees related to the recording of the Property Replat in the records of the San Miguel County Clerk and Recorder shall be paid by the Developer.*
14. *The Developer will work with Town Staff and San Miguel County's Emergency Management Coordinator to create a street address for the Property consistent with applicable regulations.*
15. *The Developer shall be responsible for any additional street improvements that may be determined necessary by the Town following the Town's review of final construction drawings for the project described in the Subdivision Application, and Town Staff shall have authority to enter into an amendment to the Development Agreement to provide for any such additional street improvements and security therefor.*
16. *The affordable housing deed restriction shall be finalized prior to recordation of the Property Replat.*

Exhibit E
Tap Fees

Property	Amount Paid	Taps Purchased (Water and Sewer Combined)	Rate at Time of Purchase	Credit
126R	\$140,400	9 Single-Family Units up to 3,000 sf each (base tap)	\$9,000 each	\$59,400 to be credited at \$6,600 per lot to be applied towards tap fees due at time of building permit at then- applicable rate
152R	\$40,500	0	n/a	\$40,500 to be credited towards total tap fees due at time of building permit at then-applicable rate