

**TOWN OF MOUNTAIN VILLAGE
TOWN COUNCIL REGULAR MEETING
THURSDAY, JANUARY 16, 2025 2:00 PM
2nd FLOOR CONFERENCE ROOM, MOUNTAIN VILLAGE TOWN HALL
455 MOUNTAIN VILLAGE BLVD, MOUNTAIN VILLAGE, COLORADO
AGENDA **REVISED****

<https://us06web.zoom.us/j/83410649628?pwd=Is1aPWzNMxtxpMBBVCbRw7weMju7UJ.1>

Please note that times are approximate and subject to change.

	Time	Min	Presenter	Type	
1.	2:00				Call to Order
2.	2:00	5			Public Comment on Non-Agendized Items
3.	2:05	5	Bulson	Informational	Staff Introductions: a. Drew Nelson, Housing Director
4.	2:10	5	Johnston	Action	Consent Agenda: All matters in the Consent Agenda are considered to be routine by the Town Council and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately: a. Consideration of Approval of December 12, 2024 Regular Town Council Meeting Minutes
5.	2:15	5	Johnston	Action <i>Quasi-Judicial</i>	Liquor License Authority: a. Consideration of Re-Certification of the Mountain Village Promotional Association and Common Consumption Area
6.	2:20	5	Johnston	Action	Consideration of Appointments: a. One Alternate Seat on the Mountain Village Ethics Commission for a Two-Year Term
7.	2:25	5	Lemley Newell	Action	Mountain Village Housing Authority: a. Appointment of One Resident Seat for a Two-Year Term on the VCA Resident Committee
8.	2:30	10	Wisor	Informational	Department Updates and Business & Government Activity Report (BAGAR)
9.	2:40	20	McConaughy	Action <i>Legislative</i>	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Amending Town Use Tax Provisions
10.	3:00	5	Nelson Fanos	Action <i>Quasi-Judicial</i>	First Reading, Setting of a Public Hearing, and Council Vote on an Ordinance to Consider a Rezone and Density Transfer Application for Lot 908 Per Community Development Code Sections 17.4.9 and 17.4.10 <i>This Item was Continued from the December 12, 2024 Town Council Meeting</i>
11.	3:05	5	Nelson	Action	Consideration of a Resolution Approving a Height Variance

**TOWN COUNCIL MEETING
AGENDA FOR JANUARY 16, 2025**

	Time	Min	Presenter	Type	
			Hawkins	Quasi-Judicial	Application for Lot 161A-R2, Unit 1, TBD Raccoon Lane, Pursuant to CDC Section 17.4.16
12.	3:10	5	Nelson Hawkins	Action Quasi-Judicial	Consideration of a Resolution Approving a Major Subdivision for Lot 161A-R2, Unit 1, Pursuant to Section 17.4.13 of the CDC
13.	3:15	5	Nelson Hawkins	Action Quasi-Judicial	First Reading, Setting of a Public Hearing, and Council Vote on an Ordinance Regarding a Rezoning of Lot 161A-R2, Unit 1, TBD Raccoon Lane, Pursuant to Section 17.4.9 of the CDC
14.	3:20	15	Nelson Wisor McConaughy	Work Session	Discussion Regarding Amending the Your Equity Support (YES) Program Guidelines
15.	3:35	20	Perez Hawkins Hein	Work Session	Discussion Regarding a Potential Road Right-of-Way Encroachment at Lot 7 TBD Vischer Drive
16.	3:55	10	Holmes Lemley	Work Session	Discussion Regarding Town Council Compensation Increase for June 2025 Effective Date
17.	4:05	10	Maenpa	Informational	Telluride Regional Airport Authority (TRAA) Bi-Annual Report
18.	4:15	20	Council Members	Informational	Council Boards and Commissions Updates: <ol style="list-style-type: none"> 1. Telluride Tourism Board – Gomez 2. Colorado Flights Alliance – Gilbride 3. Transportation & Parking – Duprey & Mogenson 4. Budget & Finance Committee – Duprey, Pearson, & Mogenson 5. Gondola Committee – Mogenson, Prohaska, & Pearson 6. Colorado Communities for Climate Action – Pearson 7. San Miguel Authority for Regional Transportation (SMART) – Magid, Mogenson, & Gomez 8. Telluride Historical Museum – Prohaska 9. Collaborative Action for Immigrants (CAFI) – Gomez 10. Mountain Village Business Development Advisory Committee (BDAC) – Pearson & Duprey 11. Infrastructure Committee – Duprey & Magid 12. Telluride Conference Center Committee – Duprey & Magid 13. Miscellaneous Boards and Commissions 14. Mayor's Update
19.	4:35	5			Other Business
20.	4:40	135	Legal		Executive Session for the Purpose of: <ol style="list-style-type: none"> a. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for

**TOWN COUNCIL MEETING
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	Time	Min	Presenter	Type	
					<p>Negotiations; and Instructing Negotiators Regarding Acquisition of 622 Mountain Village Boulevard Pursuant to C.R.S. 246402(4)(e)</p> <ul style="list-style-type: none"> b. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding the Ilium Community Housing Parcel Pursuant to C.R.S. 24-6402(4)(e) c. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding Wastewater Treatment Plant Pursuant to C.R.S. 24-6402(4)(e) d. Receiving Legal Advice on Specific Legal Questions Related to Proposed Vacancy Tax Pursuant to C.R.S. Section 24-6-402(b) e. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding the Acquisition of Land Pursuant to C.R.S. 24-6-402(4)(a),(b), and (e) f. Conference with the Town Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions Under C.R.S. 24-6-402(4)(b), Specifically Regarding Pending Litigation in Masson vs. San Miguel County, et al. g. Conference with the Town Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions Under C.R.S. 24-6-402(4)(b), Specifically Regarding Pending Litigation in Town of Mountain Village v. Alexander h. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding Imposition of Lift Ticket Tax or Fee Pursuant to C.R.S. 24-6-402(4)(e)
21.	6:55				Adjourn

**TOWN COUNCIL MEETING
AGENDA FOR JANUARY 16, 2025**

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>

Register in advance for this webinar:

<https://us06web.zoom.us/j/83410649628?pwd=Is1aPWzNMxtxpMBBVCbRw7weMju7UJ.1>

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.



TOWN OF MOUNTAIN VILLAGE

455 Mountain Village Blvd. Suite A

Mountain Village, CO 81435

970-728-8000

970-728-4342 Fax

mvclerk@mtnvillage.org

Agenda Item 4

**TOWN OF MOUNTAIN VILLAGE
MINUTES OF THE DECEMBER 12, 2024
REGULAR TOWN COUNCIL MEETING**

The meeting of the Town Council was called to order by Mayor Marti Prohaska at 2:00 p.m. on Thursday, December 12, 2024. The meeting was held in person and with virtual access provided through Zoom.

Attendance:

The following Town Council members were present and acting:

- Marti Prohaska, Mayor
- Scott Pearson, Mayor Pro Tem
- Jack Gilbride (via Zoom)
- Harvey Mogenson (via Zoom)
- Pete Duprey (via Zoom)
- Tucker Magid
- Huascar E. Gomez (Rick)

Also in attendance were:

- Paul Wisor, Town Manager
- Michelle Haynes, Assistant Town Manager
- Susan Johnston, Town Clerk
- Mae Eckard, Deputy Town Clerk
- David McConaughy, Town Attorney (via Zoom)
- Drew Nelson, Senior Planner
- Amy Ward, Community Development Director
- Kathrine Warren, Communications Manager
- Drew Nelson, Senior Planner
- JD Wise, Economic Development Director
- Molly Norton, Business Development Manager
- Sydney Roop, Account Technician & Payroll
- Lauren Kirn, Sustainability and Grants Project Manager
- Lauren Tyler, GIS Administrator
- Erin Howe, Planning Technician
- Claire Perez, Planner II
- Lizbeth Lemley, Finance Director
- Brittany Newell, Rental Properties Manager
- Chris Broady, Police Chief
- Jim Loebe, Director of Transit & Recreation
- Jaime Holmes, Director of Human Resources

- Dan Jansen
- Valentina Estrella
- Elain Demas
- Madeline Gomez
- Anne Wilson

Public Comment on Non-Agenda Items (2)

Public comment was received from Dan Jansen.

Tucker Magid requested to amend the agenda adding two additional executive session items:

- a. **Receiving Legal Advice on Specific Legal Questions and Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations in Connection With the TMVOA Lawsuit Pursuant to C.R.S 24-6-402(4)(b) and (e)**
- b. **Receiving Legal Advice on Specific Legal Questions in Connection With a Complaint Filed Against the Town by Emily Mason Pursuant to C.R.S. 24-6-402 (4)(b)**

Consent Agenda: (3)

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

- a. **Consideration of Approval of November 4, 2024 Special Meeting Minutes**
- b. **Consideration of Approval of November 21, 2024 Regular Town Council Meeting Minutes**

Town Clerk Susan Johnston presented. Council discussion ensued. On a **MOTION** by Huascar Gomez (Rick) and seconded by Tucker Magid, Council voted unanimously to approve the November 4, 2025 Special Meeting Minutes and November 21, 2024 Regular Town Council Meeting Minutes as presented.

First Reading, Setting of a Public Hearing, and Council Vote on an Ordinance to Consider a Rezone and Density Transfer Application for Lot 908 Per Community Development Code Sections 17.4.9 and 17.4.10 (4)

Senior Planner Drew Nelson presented stating that the applicant asked that the item be continued to the January 16, 2024 Town Council meeting. On a **MOTION** by Tucker Magid and seconded by Scott Pearson, Council voted unanimously to continue the item to the January 16, 2024 Town Council Meeting.

Discussion Regarding 2025 Intergovernmental Goals (5)

Town Manager Paul Wisor presented. Council discussion ensued.

On a **MOTION** by Huascar Gomez (Rick) and seconded by Scott Pearson, Council voted unanimously to convene as the Directors for the Dissolved Mountain Village Metro District.

Town Council Acting as the Board of Directors for the Dissolved Mountain Village Metro District:

(6)

Finance Director Lizbeth Lemley presented.

a. **Consideration of a Resolution Adopting the 2025 Mountain Village Metro District Budget**

On a **MOTION** by Huascar Gomez (Rick) and seconded by Tucker Magid, Council voted unanimously to approve a Resolution adopting the 2025 Mountain Village Metro District Budget.

b. **Consideration of a Resolution Appropriating Sums of Money for 2025**

On a **MOTION** by Huascar Gomez (Rick) and seconded by Tucker Magid, Council voted unanimously to approve a Resolution appropriating sums of money for 2025.

c. **Consideration of a Resolution Setting the Mill Levy for 2024 to be Collected in 2025**

On a **MOTION** by Huascar Gomez (Rick) and seconded by Tucker Magid, Council voted unanimously to approve a Resolution setting the Mill Levy for 2024 to be collected in 2025.

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

Finance: (7)

Lizbeth Lemley presented. Council discussion ensued.

a. **Second Reading, Public Hearing and Council Vote on an Ordinance of the Town Levying Property Taxes for the Year 2024 to be Collected in 2025**

The Mayor opened the public hearing. No public comment was received. The Mayor closed the public hearing. On a **MOTION** by Pete Duprey and seconded by Harvey Mogenson, Council voted (7-0) to adopt an Ordinance of the Town levying property taxes for the year 2024 to be collected in 2025.

b. **Second Reading, Public Hearing and Council Vote on an Ordinance Adopting the 2025 Budget and Revising the 2024 Budget**

The Mayor opened the public hearing. No public comment was received. The Mayor closed the public hearing. On a **MOTION** by Pete Duprey and seconded by Scott Pearson, Council voted (7-0) to approve an Ordinance adopting the 2025 Budget and revising the 2024 Budget.

Council moved to agenda item 13.

On a **MOTION** by Tucker Magid and seconded by Pete Duprey, Council voted unanimously to convene as the Town of Mountain Village Housing Authority.

Mountain Village Housing Authority: (8)

Assistant Town Manager Michelle Haynes and Lizbeth Lemley presented.

a. **Consideration of a Resolution of the Town of Mountain Village Housing Authority Adopting the TMVHA Fee Schedule for 2025**

The Mayor opened public comment. There was no public comment. The Mayor closed public comment.

On a **MOTION** by Pete Duprey and seconded by Tucker Magid, Council voted unanimously to approve a Resolution of the Town of Mountain Village Housing Authority adopting the TMVHA Fee Schedule for 2025.

b. **Consideration of a Resolution of the Town of Mountain Village Housing Authority Adopting the Village Court Apartments Fee Schedule and Rental Rates for 2025**

The Mayor opened public comment. There was no public comment. The Mayor closed the public hearing.

On a **MOTION** by Scott Pearson and seconded by Harvey Mogenson, Council voted unanimously to approve a Resolution of the Town of Mountain Village Housing Authority adopting the Village Court Apartments Fee Schedule and Rental Rates for 2025.

On a **MOTION** by Tucker Magid and seconded by Harvey Mogenson, Council voted unanimously to reconvene as the Mountain Village Town Council.

Consideration of a Recommendation from the Ilium Housing Advisory Committee to Select a Development Firm (9)

Community Development Director Amy Ward and Michelle Haynes presented. Council discussion ensued.

On a **MOTION** by Scott Pearson and seconded by Tucker Magid, Council voted unanimously to suspend the contract under the RFQ and direct the committee to proceed in a manner consistent with what is in the memo.

Consideration of Second Supplement and Amendment to the Intergovernmental Agreement for Cost-Sharing of the Planning and Gondola Project Development Phase of the Gondola Project (10)

Town Attorney David McConaughy and Paul Wisor presented. Council discussion ensued. On a **MOTION** by Pete Duprey and seconded by Harvey Mogenson, Council voted unanimously approve the Second Supplement and Amendment to the Gondola Project IGA as to form and direct the Town Manager and Town Attorney to finalize the agreement.”

Discussion Regarding the Expansion of the Mountain Village YES Program and Modifications Thereto (11)

Paul Wisor presented. Council discussion ensued. Council moved to continue this item to the January 16, 2025 Town Council meeting.

Update on Village Court Apartments and Meadowlark Projects (12)

Michelle Haynes and Paul Wisor presented.

Council Boards and Commissions Updates: (13)

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

Council took a break from 2:56 pm to 3:05 pm. Council moved back to Agenda Item 8. Council member Huascar Gomez (Rick) left the meeting at 3:00 pm.

Other Business (14)

There was no other business.

Dinner break (15)

Council had a working dinner.

Council took a break from 4:53 pm to 5:00 pm.

Executive Session for the Purpose of: (16)

- a. **Receiving Legal Advice on Specific Legal Questions and Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations in Connection With Interpretation of the Municipal Code Pursuant to C.R.S. 24-6-402(4) (b) and (e)**
- b. **Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding the Ilium Community Housing Parcel Pursuant to C.R.S. 24-6-402(4)(e)**
- c. **Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding Wastewater Treatment Plant Pursuant to C.R.S. 24-6-402(4)(e)**
- d. **Receiving Legal Advice on Specific Legal Questions and Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations in Connection With the TMVOA Lawsuit Pursuant to C.R.S 24-6-402(4) (b) and (e)**

- e. Receiving Legal Advice on Specific Legal Questions in Connection With a Complaint Filed Against the Town by Emily Mason Pursuant to C.R.S. 24-6-402 (4) (b)

On a **MOTION** by Tucker Magid and seconded by Pete Duprey, Council voted unanimously to move into Executive Session at 5:00 p.m. for the purpose of:

- a. Receiving Legal Advice on Specific Legal Questions and Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations in Connection With Interpretation of the Municipal Code Pursuant to C.R.S. 24-6-402(4) (b) and (e)
- b. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding the Ilium Community Housing Parcel Pursuant to C.R.S. 24-6-402(4)(e)
- c. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding Wastewater Treatment Plant Pursuant to C.R.S. 24-6-402(4)(e)
- d. Receiving Legal Advice on Specific Legal Questions and Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations in Connection With the TMVOA Lawsuit Pursuant to C.R.S 24-6-402(4) (b) and (e)
- e. Receiving Legal Advice on Specific Legal Questions in Connection With a Complaint Filed Against the Town by Emily Mason Pursuant to C.R.S. 24-6-402 (4) (b)

There being no further business, on a **MOTION** by Tucker Magid and seconded by Scott Pearson, Council voted unanimously to adjourn the meeting at 6:51 p.m.

Respectfully prepared by,

Mae Eckard
Deputy Town Clerk

Respectfully submitted by,

Susan Johnston
Town Clerk

Town of Mountain Village

Date: 1/10/2025
To: Town Council, Acting as the Liquor Licensing Authority (LLA)
From: Susan Johnston, Town Clerk
RE: Local Liquor Licensing Authority Matters for the January 16th Meeting

Consideration of Re-certification of the Mountain Village Promotional Association and Common Consumption Area

All required documentation and fees have been received. The packet has been reviewed by the following departments: Clerks, Community Development and Police with no adverse findings. The following conditions are recommended:

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

Staff recommendation: Motion to approve the re-certification of the Mountain Village Promotional Association and Common Consumption Area with the above noted conditions.



MVPA Common Consumption Area Recertification

Summary

January 16, 2025

▶ Request for TMV Council Approval of CCA Recertification

Summary Memo

Subject: MVPA Common Consumption Area Certification Renewal Application - January 2025

Prepared by: Mountain Village Promotional Association (MVPA)

Purpose: This application seeks annual renewal of the Common Consumption Area Certification from the Town of Mountain Village. It outlines MVPA's compliance with local and state regulations for operating a designated Common Consumption Area (CCA).

Key Details:

- 1. Promotional Association: Mountain Village Promotional Association (MVPA)**
 - Principal Office: 113 Lost Creek Lane, Suite A, Mountain Village, CO 81435
 - 2. Boundaries:**
 - Encompasses Heritage Plaza, Sunset Plaza, and Village Pond Plaza.
 - 3. Operational Hours:**
 - Seven days a week, 12:00 PM – 9:00 PM in conjunction with Gondola operation dates.
-

Changes Since Last Certification:

- **Merchant Changes:**
 - Rebranding of Boot Doctors & Paragon Outdoor to Christy Sports Boot Doctors.
 - Removal of Telluride Elevated and The Telluride Room.
 - Renaming Telluride Real Estate Corp to Telluride Properties.
 - **Event Additions:**
 - Three new Sunset Music Series concerts (June 11, August 20, August 27).
-

Key Components:

- 1. Security Plan:**
 - Daily security monitoring.
 - Special event coverage with additional personnel.
 - Security contractor is responsible for ensuring compliance with alcohol restrictions and safety protocols.
 - 2. Participating Establishments:**
 - Includes liquor-licensed venues and Non-licensed participants.
 - 3. Special Events:**
 - Sunset Music Series, July 4th celebrations, Holiday Prelude, and New Year's Eve fireworks.
-

Action Items:

- Provide proof of insurance via COI naming TMV as AI for the second half of 2025.
 - Provide a new Security Agreement for review at the April 2025 Town Council meeting to take effect when the summer season starts on May 22, 2025.
-



**TOWN OF MOUNTAIN VILLAGE
PROMOTIONAL ASSOCIATION/ COMMON CONSUMPTION AREA
CERTIFICATION RENEWAL REQUEST**

Promotional Association Name (exactly as it appears on incorporation documents): Mountain Village Promotional Association
Description of Common Consumption Area Boundaries: Pedestrian areas of Mountain Village Center
Mailing Address of Promotional Association: 113 Lost Creek Lane Suite A, Mountain Village, CO 81435
Primary Contact: Anton Benitez
Primary Contact Phone Number: 970-728-1904
Primary Contact Email Address: tmvoa@tmvoa.org

The following must accompany this Promotional Association/Common Consumption Area Certification Request:

- \$250 for Annual Renewal Fee
- Copy of Articles of Incorporation and Bylaws
- List of all Directors and Officers of the Promotional Association
- List of all the licensed premises in the Promotional Association
- List of any changes from the original certification
- Detailed map of the Common Consumption Area including:
 - o Location of physical barriers
 - o Entrances and exits
 - o Location of attached licensed premises
 - o Identify licensed premises adjacent to but not attached to the Common Consumption Area
 - o Approximate location of security personnel
- Written detailed description of Security Arrangements with the Common Consumption Area
- A list of dates and hours of operation of the Common Consumption Area for upcoming calendar year
- Documentation showing possession of the Common Consumption Area
- List of Attached Licenses listing the following information: State Liquor License number, list of any past liquor violations, and copy of any operational agreements
- Documentation of the reasonable requirements of the neighborhood, the desires of the adult inhabitants as evidenced by petitions, remonstrances or otherwise.
- Insurance Certificate of General Liability and Liquor Liability naming the Town of Mountain Village as an additional insured



**TOWN OF MOUNTAIN VILLAGE
PROMOTIONAL ASSOCIATION/ COMMON CONSUMPTION AREA
CERTIFICATION RENEWAL REQUEST**

Please mark below which days and hours the Common Consumption Area will be open and operational. Noon to 9pm from November 22, 2024 through April 6, 2025, May 22, 2025 through October 19, 2025 & November 21, 2025 through recertification expiration date of January 31, 2026

	Mondays	Tuesdays	Wednesdays	Thursdays	Fridays	Saturdays	Sundays
January							
February							
March							
April							
May							
June							
July							
August							
September							
October							
November							
December							

Report to the Town Clerk any deviation from this schedule at least fifteen (15) days prior to the proposed new date and time.



**PROMOTIONAL ASSOCIATION/ COMMON CONSUMPTION AREA
CERTIFICATION RENEWAL REQUEST**

CERTIFICATION OF APPLICANT

I hereby certify that the information contained in this certification request and all attachments is true, correct, and complete to the best of my knowledge and that it is my responsibility and the responsibility of my agents/ employees and Board of Directors to comply with all applicable local and state laws, rules, and regulations as they relate to the serving, selling and distribution of alcohol beverages.

DocuSigned by:
Max Adam Singer
BCD913A2F3B3482...

1/3/2025

Authorized Signature

Date

Max Adam Singer, MVPA President

Title

REPORT AND APPROVAL OF THE LOCAL LIQUOR LICENSING AUTHORITY

Susan Johnston
Town Clerk
Town of Mountain Village

Date

**TOWN OF MOUNTAIN VILLAGE
PROMOTIONAL ASSOCIATION/ COMMON CONSUMPTION AREA**

CERTIFICATION RENEWAL REQUEST

PROMOTIONAL ASSOCIATION/ COMMON CONSUMPTION AREA GENERAL GUIDELINES:

- ✓ The size of Common Consumption Area is to be contained wholly within an Entertainment District which has been defined by the Mountain Village Municipal Code;
- ✓ Common Consumption Areas are to be clearly delineated using physical barriers to close the area to motor vehicle traffic and limit pedestrian access;
- ✓ Alcohol beverages sold or served within the Common Consumption Area shall be served in a container that is no larger than 16 ounces, is disposable and contains the name of the vendor in at least 24 point font type;
- ✓ Proof of Needs and Desires of the Neighborhood is required as evidenced by petitions, written testimony, verbal testimony at the public hearing, letters of support, etc., and shall be submitted at least eight days prior to the scheduled public hearing. If a petition is chosen as one method of proving the neighborhood needs and desires, the applicant must use petitions approved by the Town Clerk's Office;

Revisions and amendments to this original application for Common Consumption Area

- ✓ Designation shall be reported to the Mountain Village Liquor Licensing Authority and approved using the same procedures under which this original request for certification was made;
- ✓ Application for attachment of a licensed establishment to an already certified Common Consumption Area shall include an authorization from the Certified Promotional Association, the name of the representative from the licensed establishment that will be serving on the Board of Directors, and an amended map depicting the licensed establishments that are adjacent to but not attached to the Common Consumption Area;
- ✓ The Mountain Village Liquor Licensing Authority shall consider the merits of the application for a Promotional Association of a Common Consumption Area and may refuse to certify or may decertify a Promotional Association if the Association: 1) Fails to submit the annual report as required by January 31st of each year; 2) Fails to establish that the licensed premises and Common Consumption Area can be operated without violating the State or local Liquor Codes or creating a safety risk to the neighborhood; 3) Fails to have at least two licensed establishments attached to the Common Consumption Area; 4) Fails to obtain or maintain a properly endorsed general liability and liquor liability insurance policy that is reasonably acceptable to the Mountain Village Liquor Licensing Authority and names the Town of Mountain Village as an additional insured; 5) Fails to demonstrate that the use is compatible with the reasonable requirements of the neighborhood or the desires of the adult inhabitants; or 6) Is in violation of 12-47-909, Colorado Revised Statutes, as may be amended from time to time, related to Common Consumption Area operations
- ✓ Application for Recertification of a Promotional Association must be made by January 31 of each year



Colorado Secretary of State
Date and Time: 04/02/2014 10:42 PM
ID Number: 20141221775
Document number: 20141221775
Amount Paid: \$50.00

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Nonprofit Corporation
filed pursuant to § 7-122-101 and § 7-122-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the nonprofit corporation is Mountain Village Promotional Association.
(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the nonprofit corporation's initial principal office is
Street address 113 Lost Creek Lane, Suite A
(Street number and name)
Mountain Village CO 81435
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

Mailing address
(leave blank if same as street address)
(Street number and name or Post Office Box information)
(City) (State) (ZIP/Postal Code)
(Province - if applicable) (Country)

3. The registered agent name and registered agent address of the nonprofit corporation's initial registered agent are

Name
(if an individual) Solomon Joseph A.
(Last) (First) (Middle) (Suffix)

OR
(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Street address 227 West Pacific Avenue, Suite A
(Street number and name)
Telluride CO 81435
(City) (State) (ZIP Code)

Mailing address
(leave blank if same as street address)

PO Box 1748

(Street number and name or Post Office Box information)

Telluride

(City)

CO

(State)

81435

(ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name
(if an individual)

Solomon

(Last)

Joseph

(First)

A.

(Middle)

(Suffix)

OR

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Mailing address

PO Box 1748

(Street number and name or Post Office Box information)

Telluride

(City)

CO

(State)

81435

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. (If the following statement applies, adopt the statement by marking the box.)

The nonprofit corporation will have voting members.

6. Provisions regarding the distribution of assets on dissolution:

Upon dissolution, after payment of all liabilities, the assets are to be distributed to the Members of the corporation in accordance with their Membership interests.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes. This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Solomon	Joseph	A.	
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
227 West Pacific Avenue, Suite A			
<small>(Street number and name or Post Office Box information)</small>			
PO Box 1748			
Telluride		CO	81435
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
United States			
<small>(Province - if applicable)</small>		<small>(Country)</small>	

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

**Mountain Village Promotional Association, a Colorado nonprofit corporation
Bylaws**

**Article 1
Purpose**

The purpose of the Mountain Village Promotional Association, a Colorado nonprofit corporation (the "Corporation") is to serve as a promotional association to be certified by the Town of Mountain Village (the "Town") pursuant to C.R.S. sec. 12-47-301(11) and as more fully described in Town Ordinance No. 2012-03 (the "Ordinance"). As set forth in the Ordinance, the Town has created an Entertainment District and established application procedures, fees and hours of operation for common consumption areas, to be managed by the certified promotional association.

**Article 2
Principal Office**

The current principal office of Mountain Village Promotional Association, a Colorado nonprofit corporation (the "Corporation") is located at:

113 Lost Creek Lane, Suite A
Mountain Village, Colorado 81435

The principal office may be changed by the Board of Directors.

**Article 3
Board of Directors**

Section 1. Board Number and Qualifications. The Board of the Corporation must include, at a minimum, all liquor license holders who choose to participate in the Promotional Association. If a liquor license holder within Mountain Village initially chooses not to participate in the Promotional Association and then later decides to participate, they must be added to the board of directors. At the option of the members, there may also be directors elected who are not liquor license holders.

A Director must be a current Town of Mountain Village business owner, or if the business is a business entity, a duly appointed representative of such entity actively engaged in the business. Directors shall serve a term of three (3) years. Directors may be elected for successive terms. Initial terms may be staggered so as to provide for continuity in management. The initial Directors and their terms shall be:

<u>Name</u>	<u>Initial Term</u>
Stephen Roth - TSG	3 years
Adam Singer – Poachers Pub	2 years

Todd Gehrke – Hotel Madeline	1 year
Stefano Canclini – La Piazza	3 years
Tom Richards – Telluride Conference Center	3 years
Greg Pope – TMVOA	3 years

Section 2. Vacancies. Vacancies on the Board of Directors may be filled for the unexpired term of the predecessor in office by a majority vote of the remaining Directors at any meeting of the Board of Directors. A vacancy created by an increase in the number of Directors may be filled for a term of office continuing only until the next election of Directors.

Section 3. Power and Duties of the Directors. The Board of Directors shall have control and general management of the affairs, property and business of the Corporation and, subject to these Bylaws, may adopt such rules and regulations for that purpose and for the conduct of its meetings as the Board of Directors may deem proper. The powers shall include but not be limited to the appointment and removal of the officers of the Corporation.

Section 4. Election of Directors. The election of Directors shall be at the annual meeting of the Board. The Board shall by majority vote elect Directors.

Article 4 Meetings of Directors

Section 1. Meetings. Regular and special meetings of the Board Directors shall be held on at least two (2) but no more than thirty (30) days written notice to the Directors. Directors may waive notice as provided in C.R.S. sec. 7-128-204. Agendas for meetings of the Board shall be made reasonably available for examination by the members or their representatives.

Section 2. Quorum and Voting. A quorum of the Board of Directors consists of a majority of the number of Directors in office immediately before the meeting begins. The affirmative vote of a majority of Directors present is the act of the Board of Directors unless the vote of a greater number of Directors is required by law.

Section 3. Proxies. Votes of Directors may be cast in person or by proxy. A Director may only appoint another Director to act pursuant to such Director's proxy. Every proxy must be in the form approved by the Board of Directors and must be executed in writing by the Director or such Director's duly authorized attorney-in-fact. No proxy shall be valid after the expiration of eleven months from the date of its execution, and every proxy shall automatically cease at such time as the Director granting the proxy no longer qualifies as a Director for which vote the proxy was given.

Section 4. Action Without Meeting. Any action required or permitted to be taken at a Board of Directors' meeting may be taken without a meeting in compliance with C.R.S. sec. 7-128-202.

Article 5 Officers and Duties

Section 1. Officers. The officers of the Corporation shall consist of (1) a president, (2) a vice president, (3) a secretary, (4) other officers as determined by the Board. Any two or more offices may be held by the same person, except the offices of president and secretary. The offices of president, vice president and secretary shall be members of the Board. Officers shall be elected by the Members at the annual. A vacancy in any office may be appointed by the Board of Directors at any regular or special meeting called for that purpose.

Section 2. President. The president shall preside at all meetings of the members and the Board of Directors, and may have any other powers and duties as may be conferred by the Board of Directors. The president shall, subject to the direction and supervision of the Board of Directors, be the chief executive officer of the Corporation and shall have general and active control of its affairs and business and general supervision of its officers, agents and employees. The president shall have the authority to sign all contracts and other instruments on behalf of the Corporation, as approved by the Board of Directors from time to time.

Section 3. Vice President. The vice president shall have the duties that the Board of Directors or the president may delegate to them from time to time. In the absence of the president or the president's inability to act, the duties and powers of the office shall be performed and exercised by a vice president.

Section 4. Secretary. The secretary shall have the responsibility for the preparation and maintenance of minutes of the Directors' and members' meetings and other records and information required to be kept by the Corporation and for authenticating records of the Corporation. The secretary shall perform all duties usually incident to the office of the secretary, those duties specified in these Bylaws, and other duties that may from time to time be delegated by the Board of Directors.

Section 6. Other. The Board of Directors may appoint such other officers as it deems prudent and necessary, including a Corporation Executive Director and/or CEO. The Board may assign such reasonable duties to such officers as the Board may establish by resolution.

Article 6 Memberships

Section 1. Members. Members of the Corporation shall be business owners in the Town of Mountain Village or, in the event the business is a business entity, a duly appointed representative of such entity. Members shall have voting rights with respect to election of Directors. Members shall not have voting rights with respect to budget approval and other matters.

Section 2. Meetings. Regular and special meetings of the members shall be held on at least ten (10) but no more than sixty (60) days written notice to the members, as more fully

described in C.R.S. sec. 7-127-104. Members may waive notice as provided in C.R.S. sec. 7-127-105.

Section 3. Action Without Meeting. Any action required or permitted to be taken at a members' meeting may be taken without a meeting in compliance with C.R.S. sec. 7-127-107 or by written ballot pursuant to C.R.S. sec. 7-127-109.

Article 7
Budget and Fiscal Year

Section 1. Budget. The Board of Directors shall, prior to the beginning of any fiscal year, adopt a budget which shall include: (a) the estimated operating costs and expenses and proposed capital expenditures which will be chargeable to the Corporation to fulfill its obligations; (b) the estimated income and other funds which will be received by the Corporation; and (c) the estimated total amounts required to be raised by member dues to cover such costs, expenses and capital expenditures of the Corporation and to provide a reasonable reserve. Prior to adopting a budget for each fiscal year, the Board of Directors shall call a meeting of the members and provide notice of the time and place thereof to all members at least ten (10) but no more than fifty (50) days prior to such meeting. After issuance of notice of meeting, the Board of Directors shall make copies of the proposed budget available to all interested members. At such meeting, members shall have the right to be heard concerning the budget; however, the Board of Directors shall retain the sole power to approve the budget.

Section 2. Fiscal Year. The fiscal year of the Corporation shall be from January 1st through December 31st of each year.

Article 8
Amendment of Bylaws

The Board of Directors may amend these Bylaws at any time to add, change, or delete a provision, in compliance with C.R.S. sec. 7-130-201 et seq. If any amendments require member approval pursuant to such statutes, such member approval shall be obtained.

Adopted by the Board of Directors at their first duly organized meeting on 4/4, 2014.

STEPHEN A ROTH
~~_____~~ President

Attest: Todd Gehlke
Todd Gehlke Secretary

**Mountain Village Promotional Association
Directors and Officers**

President: Adam Singer
Poachers Pub

Vice President: Bryan Woody
Madeline Hotel & Residences

Secretary: Alex Laney
TSG (Siam's Talay, Crazy Elk, Pick, Tomboy Tavern, Plaza Lounge)

Director: Anton Benitez
Telluride Mountain Village Owners Association

Director: Joanna Smith
Telluride Distilling Company

Director: Mary Ann Slezak
Telluride Coffee Company

Director: Erica Jurecki
Tracks Café & Bar

Director: Tommy Thatcher
Telluride Brewing Company

Director: Tony Kalyk
Telluride Conference Center

Director: Winston Kelly
Communion Wine Bar

List of Licensed Premises & State Liquor License Numbers

Licensed Premises in Promotional Association	State Liquor License #	Liquor Violations	Operational Agrmnts	Square Footage	Location
Telski (Crazy Elk, Tomboy Tavern, Pick, Siam Talay, Plaza Lounge)	40919590001	N/A	N/A	8,474	Heritage Plaza & Sunset Plaza
Telluride Conference Center	03-00972	N/A	N/A	9,000	Conference Center Plaza
Poachers Pub	24934470000	N/A	N/A	1,370	Sunset Plaza
Hotel Madeline	42970090000	N/A	N/A	4,360	Heritage Plaza
Telluride Distilling Company	03-03224	N/A	N/A	2,170	Conference Center Plaza
Tracks Café and Bar	15-42422-0000	One in 2000	N/A	1,846	Heritage Plaza
Telluride Coffee Company	03-12618	N/A	N/A	600	Heritage Plaza
Telluride Brewing Company	25-59705-0002	N/A	N/A	1,450	Heritage Plaza
Communion Wine Bar	03-16837	N/A	N/A	1,603	Conference Center Plaza
Total Square Feet of Licensed Premises				30,873	

Licensed Premises not in Promotional Association	Location
La Piazza / La Pizzeria	Sunset Plaza
Franz Klammer	Heritage Plaza

Participating Non-Liquor Licensed Establishments in the Promotional Association	Location
Boot Doctors	Heritage Plaza
Christy Sports (Four Locations; The Alpineer, Snowboard Shop, Plaza & ILC)	Heritage & Sunset Plazas
Heritage Apparel	Heritage Plaza
Mountain Adventure Equipment	Sunset Plaza
Rinkevich Gallery	Conference Center Plaza
Shake N Dog	Heritage Plaza
Sothebys	Heritage Plaza
TASP - (both locations)	Sunset Plaza
The Telluride Room	Heritage Plaza
Telluride Properties	Sunset Plaza
Telluride Real Estate Corp	Heritage Plaza
Telluride Sports (both locations)	Heritage Plaza
Telluride Elevated	Heritage Plaza
TMVOA	Sunset Plaza
TSG Ski Valet / Slopeside Lockers	Heritage Plaza
TSG Ticket Office (excluding the Children's Center/Nursery)	Heritage Plaza
Wagner Custom Skis	Conference Center Plaza
The Resort Store	Gondola Plaza
Non-Liquor Licensed Premises NOT in the Promotional Association	Location
Citizens State Bank	Sunset Plaza
Starbucks	Reflection Plaza
Black Tie Ski Rentals	Conference Center Plaza

Mountain Village Promotional Association
Expanded Common Consumption Area Application
January 2025

TMV Requirement #5: List any changes from the prior year's re-certification:

Merchant Changes:

- Purple #1 - Changed name of Boot Doctors & Paragon Outdoor to Christy Sports Boot Doctors
- Purple #9 & #10 - Removed Telluride Elevated and The Telluride Room
- Purple #11 - Changed name of Telluride Real Estate Corp to Telluride Properties

The MVPA Board of Directors:

- No Changes

Misc:

With regards to the MVPA Security Plan, the executed Security Services Agreement between MVPA & TSG has been included in the application. That document includes the MVPA Security Plan as Appendix A. It expires on closing day, 4/6/25. We will work on a new security agreement soon.

Additionally, the MVPA TSG Open Space License Agreement expires on 10.31.25 which covers the Sunset Concert Series CCA dates. That renewal will be worked on as well but it will not affect the winter season as that land is used for ski area operations (see winter map on page 16)

Added three more Sunset Music Series concerts. June 11th, August 20th and August 27th.

Mountain Village Promotional Association
Expanded Common Consumption Area Application
January 2025

TMV Requirement #6: Detailed Map (see included maps)

Comments:

- Location of Physical Barriers: These are no longer required per TMV
- Entrances and Exits: Shown on map
- Location of attached licensed premises: Shown on map
- Licensed premises adjacent to but not attached: The Peaks and Lumiere
- Location of Security Personnel: Roaming security by TSG Security Department
- Signs & Bollards defining the CCA are present at all times

COMMON CONSUMPTION AREA

Enjoy your drink responsibly



MOUNTAIN VILLAGE CENTER COMMON CONSUMPTION AREA

LEGEND:

- COMMON CONSUMPTION AREA (CCA)
- CCA ESTABLISHMENTS
- PARTICIPATING LIQUOR LICENSED ESTABLISHMENTS



SEVEN DAYS PER WEEK, NOON TO 9PM

PARTICIPATING LIQUOR LICENSED ESTABLISHMENTS

- 1 Crazy Elk Pizza
- 2 Hotel Madeline & Residences
- 3 Poachers Pub
- 4 Siam's Talay Grill
- 5 The Pick
- 6 Tomboy Tavern
- 7 Telluride Coffee Company
- 8 Telluride Distilling Company
- 9 Telluride Ski & Golf Club House
- 10 Tracks
- 11 The Village Table
- 12 Telluride Conference Center
- 13 Telluride Brewing Company
- 14 Communion Wine Bar

PARTICIPATING CCA ESTABLISHMENTS

- 1 Christy Sports Boot Doctors
- 2 Christy Sports Snowboard
- 3 Christy Sports (BOTH LOCATIONS)
- 4 Heritage Apparel
- 5 Mountain Adventure Equipment
- 6 Shake N Dog Grub Shack
- 7 Slopeside Lockers
- 8 Sotheby's
- 9 Telluride Properties
- 10 TSG Ticket & Pass Office
(excluding the Children's Center/Nursery)
- 11 Telluride Properties
- 12 Telluride Sports (BOTH LOCATIONS)
- 13 Telluride Adaptive Sports Program
(BOTH LOCATIONS)
- 14 The Alpineer
- 15 TMVOA
- 16 Wagner Custom Skis
- 17 Rinkevich Gallery

COMMON CONSUMPTION AREA (CCA) OVERVIEW

- The CCA encompasses Heritage Plaza, Sunset Plaza and Village Pond Plaza.
- Alcoholic beverages purchased from one licensed liquor establishment in approved disposable cups will only be permitted in the CCA and cannot be brought into another liquor establishment.
- Reflection Plaza is licensed to Madeline Hotel & Residences therefore only alcoholic beverages from the Madeline Hotel & Residences can be consumed in that plaza.
- People with an alcoholic beverage from an approved establishment are not permitted to cross any roadways.



NO OUTSIDE ALCOHOL ALLOWED WITHIN THE COMMON CONSUMPTION AREA

COMMON CONSUMPTION AREA

Enjoy your drink responsibly



MOUNTAIN VILLAGE CENTER COMMON CONSUMPTION AREA

- LEGEND:**
- COMMON CONSUMPTION AREA (CCA)
 - CCA ESTABLISHMENTS
 - PARTICIPATING LIQUOR LICENSED ESTABLISHMENTS



SUMMER

SEVEN DAYS PER WEEK, NOON TO 9PM

PARTICIPATING LIQUOR LICENSED ESTABLISHMENTS

- 1 Crazy Elk Pizza
- 2 Hotel Madeline & Residences
- 3 Poachers Pub
- 4 Siam's Talay Grill
- 5 The Pick
- 6 Tomboy Tavern
- 7 Telluride Coffee Company
- 8 Telluride Distilling Company
- 9 Telluride Ski & Golf Club House
- 10 Tracks
- 11 The Village Table
- 12 Telluride Conference Center
- 13 Telluride Brewing Company
- 14 Communion Wine Bar

PARTICIPATING CCA ESTABLISHMENTS

- 1 Christy Sports Boot Doctors
- 2 Christy Sports Snowboard
- 3 Christy Sports (BOTH LOCATIONS)
- 4 Heritage Apparel
- 5 Mountain Adventure Equipment
- 6 Shake N Dog Grub Shack
- 7 Slopeside Lockers
- 8 Sotheby's
- 9 Telluride Properties
- 10 TSG Ticket & Pass Office
(excluding the Children's Center/Nursery)
- 11 Telluride Properties
- 12 Telluride Sports (BOTH LOCATIONS)
- 13 Telluride Adaptive Sports Program
(BOTH LOCATIONS)
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- 15 TMVOA
- 16 Wagner Custom Skis
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COMMON CONSUMPTION AREA (CCA) OVERVIEW

- The CCA encompasses Heritage Plaza, Sunset Plaza and Village Pond Plaza.
- Alcoholic beverages purchased from one licensed liquor establishment in approved disposable cups will only be permitted in the CCA and cannot be brought into another liquor establishment.
- Reflection Plaza is licensed to Madeline Hotel & Residences therefore only alcoholic beverages from the Madeline Hotel & Residences can be consumed in that plaza.
- People with an alcoholic beverage from an approved establishment are not permitted to cross any roadways.



NO OUTSIDE ALCOHOL ALLOWED WITHIN THE COMMON CONSUMPTION AREA

Security Services Agreement

This Security Services Agreement (this “**Agreement**”) is entered into to be effective as of May 25, 2023 (“**Effective Date**”), by and between Mountain Village Promotional Association, a Colorado nonprofit corporation (“**MVPA**”); and TSG Ski & Golf, LLC, a Delaware limited liability company (“**TSG**”). MVPA and TSG may hereafter be referred to individually as a “**Party**” and collectively as the “**Parties**.”

Recitals

A. MVPA is a promotional association which has been certified by the Town of Mountain Village, Colorado (the “**Town**”), to operate a “**Common Consumption Area**” as defined by Colorado state statute (“**Town Certification**”).

B. Pursuant to an MVPA Plaza License Agreement dated April 1, 2016 (the “**Town License Agreement**”), the Town has granted MVPA a license over the “**Town Plaza Area**,” as defined in the Town License Agreement, for a “**Common Consumption Area**,” also as defined in the Town License Agreement. The Parties acknowledge receipt of a copy of the Town License Agreement.

C. The Town License Agreement states at par. 2 that it terminates on April 30, 2017, but, that it also automatically renews for additional one (1) year terms upon the successful recertification of MVPA and the Common Consumption Area.

D. The MVPA and the Common Consumption Area were recertified by the Town on May 18, 2023, and the Town License Agreement automatically renewed through April 30, 2024 (“**Recertification**”).

E. Pursuant to an TSG Open Space License Agreement dated June 1, 2023 (the “**TSG License Agreement**”), TSG has granted MVPA a license over the “**TSG Open Space Area**,” as defined in the License Agreement, to include the TSG Open Space Area as part of the “**Common Consumption Area**,” certified by the Town. The Parties acknowledge receipt of a copy of the TSG License Agreement.

F. The Town License Agreement requires that MVPA comply with all security requirements imposed by the Town in connection with the Town Certification and Recertification of MVPA and the Common Consumption Area. The Town License Agreement further requires that MVPA ensure no alcohol is sold, served or taken outside of the Common Consumption Area.

G. MVPA has retained TSG to perform certain Security Services (defined below) required under the Town License Agreement within the Common Consumption Area in accordance with the Certification and Recertification.

H. This Agreement sets forth the terms upon which TSG will perform certain Security

Services and MVPA will pay TSG for said Security Services.

I. Attached hereto are **Exhibit A** “Mountain Village Promotional Association Security Plan,” (“**Security Plan**”); **Exhibit B** “MVPA CCA Dates of Operation / Security Schedule” (“**Security Schedule**”); and **Exhibit C** “Common Consumption Area Map/Participant List” (“**Participant Map/List**”).

Agreement

Now, therefore, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

1. **Security Services**. MVPA is hiring TSG to provide the security services set forth in further detail in the “Security Plan” attached hereto as **Exhibit A** within the Common Consumption Area and in accordance with the terms and conditions of this Agreement, the Town Certification and Recertification, including the following:

- (1) **Common Consumption Area**. The Common Consumption Area is identified on the Participant List/Map attached hereto as **Exhibit C**. In the event that the Town approves additional areas to be included within the Common Consumption Area or removes areas from the Common Consumption Area, MVPA shall provide TSG with an updated Participant List/Map.
- (2) **Daily Security Monitoring**. TSG will be responsible for providing its security staff to perform the duties and obligations set forth in the Security Plan within the Common Consumption Area during the dates and hours of operations as set forth in the Security Schedule attached hereto as **Exhibit B**. TSG shall provide one (1) properly trained TSG employee to provide the required Security Services at all times during the Dates and Hours of Operations set forth in **Exhibit B** (“**Daily Security Monitoring**”).
- (3) **Event Security Monitoring**. In addition to the Daily Security Monitoring, TSG shall provide additional security monitoring for the Events set forth in **Exhibit B** and shall provide two (2) properly trained TSG employees to provide the required Security Services during the hours of operations for each Event as set forth in **Exhibit B** (“**Event Security Monitoring**”).

2. **Security Monitoring Fees**. TSG shall provide the Daily Security Monitoring and Event Security Monitoring to MVPA at the rates set forth in **Exhibit D** (“**Rate Schedule**”). MVPA shall submit payment to TSG of 50% of applicable fee for each season set forth in **Exhibit D** on or before the start date of each respective season. MVPA shall provide payment to TSG of the 50% balance of the applicable fee for each season by no later than thirty (30) days following the end date of each respective season.

3. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall terminate on April 6, 2025 (“**Termination Date**”). MVPA shall provide TSG with documentation of the Town’s Recertification for 2024 and 2025. In the event that the Town does not recertify MVPA and the Common Consumption Area, this Agreement shall terminate on the date set forth in a written notice from MVPA to TSG stating that the Town did not recertify MVPA and the Common Consumption Area.

4. Compliance. In the performance of services hereunder, TSG shall comply with all governmental requirements, the Town Certification and Recertification. TSG shall further ensure that each and every one of its employees providing security services under this Agreement are lawful workers, and that TSG shall have in its files a Form I-9 that is validly and properly completed in accordance with applicable law for each such employee.

5. Insurance.

(1) At all times during the performance of the Security Services, TSG shall maintain comprehensive general liability insurance with limits of at least three million dollars (\$3,000,000.00) per occurrence and in the aggregate, as well as workers compensation insurance covering each and every one of TSG’s employees providing the Security Services in at least the minimum statutory amounts. TSG shall provide MVPA and the Town with certificates evidencing such insurance, naming MVPA and the Town as additional insureds on the liability insurance and as certificate holders on the workers compensation insurance and stating that such insurance cannot be canceled absent thirty (30) days written notice to MVPA and the Town. At all times during the performance of the Security Services, TSG shall also maintain unemployment compensation insurance covering all of TSG’s employees providing the Security Services.

(2) At all times during the Term of this Agreement, MVPA shall maintain comprehensive general liability insurance with limits set forth in the Certificate of Insurance attached hereto as **Exhibit E** and shall name TSG as an additional insured on the liability insurance, stating that such insurance cannot be canceled absent thirty (30) days written notice to TSG.

6. Conduct, Indemnity.

(1) TSG shall ensure that all of its security personnel conduct themselves in a professional and respectful manner. To the fullest extent permitted by law, TSG shall indemnify and hold MVPA and its directors, officers, employees and agents harmless, including payment of attorneys’ fees, expert witness fees and costs, from and against all loss, cost, damage or expense, claims, causes of action or other liabilities related to the performance of the Security Services by TSG staff to the extent such loss, cost, damage, expense, claims, causes of action, liability arise from TSG staff gross negligence or willful misconduct. This indemnity shall include indemnifying and holding MVPA and its directors, officers,

employees and agents harmless from and against any claims by third parties arising out of the provision of the Security Services caused by TSG staff's intentional conduct or gross negligence. This indemnity shall also include indemnifying and holding MVPA and its directors, officers, employees and agents harmless from and against any claims by TSG or TSG's employees for workers compensation benefits, unemployment compensation benefits or any other employee benefits. Nothing contained in this Agreement shall be construed constitute a partnership between the Parties.

- (2) MVPA shall ensure that all of its security personnel (if any) conduct themselves in professional and respectful manner. To the fullest extent permitted by law, MVPA shall indemnify and hold TSG and its directors, officers, employees and agents harmless, including payment of attorneys' fees, expert witness fees and costs, from and against all loss, cost, damage or expense, claims, clauses of action or other liabilities related to the performance of any security services provided by MVPA (if any) or third party security staff hired by MVPA (if any), to the extent such loss, cost, damage, expense, claims, causes of action, or liability arises from the gross negligence or willful misconduct of MVPA or third party security staff.

7. Notice. If the Parties wish to contact or notify each other concerning the subject matter herein, they shall deliver written notice via E-mail, as follows:

If to MVPA: Max Adam Singer, President
Mountain Village Promotional Association
113 Lost Creek Lane, Suite A
Mountain Village, Colorado 81435
E-mail: maxsinger@hotmail.com

If to TSG: Chad Horning
TSG Ski & Golf, LLC
565 Mountain Village Boulevard
Mountain Village, Colorado 81435
E-mail: chorning@tellurideskiresort.com

With a copy to: Legal Department
TSG Ski & Golf, LLC
565 Mountain Village Boulevard
Mountain Village, Colorado 81435
E-mail: Telski-legal@tellurideskiresort.com

8. Entire Agreement, Waiver. This Agreement represents the entire, final and complete agreement of the Parties concerning the subject matter herein and supersedes or replaces all written and oral agreements previously made or existing. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by all Parties. No waiver by either Party of any breach of, or of compliance

with, any condition or provision of this Agreement by the other Party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

9. Dispute Resolution. Should there be a dispute arising out of this Agreement which cannot be resolved between the Parties, the validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Colorado. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, venue shall be in San Miguel County, Colorado, and the prevailing Party shall be awarded its reasonable attorneys' fees, expert witness fees and costs incurred, in addition to any other relief to which the Party may be entitled.


10. Severability. If any provision or provisions of this Agreement shall be found invalid or unenforceable, this shall not affect the validity of the remaining provisions of this Agreement, and the remaining provisions shall remain in full force and effect.

11. Arm's Length, Encouragement to Consult with Independent Legal Counsel. The Parties acknowledge that this Agreement was prepared and executed at arm's length and after free and full negotiation by the Parties, and that there shall be no presumption to construe the terms of this Agreement in favor of one Party and against another, but rather the terms of this Agreement shall be construed objectively as written. The Parties further acknowledge that they were encouraged to consult independent legal counsel prior to entering into this Agreement.

12. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of any heirs, successors or assigns of the Parties. However, this Agreement is personal, and thus TSG may not assign its duties under this Agreement to any individual or other entity, other than utilizing appropriate TSG employees as stated above.

13. Execution. This Agreement may be signed in counterparts and may be signed by electronic signature. A digital copy of this signed Agreement shall be enforceable as a signed original.

Mountain Village Promotional Association, a Colorado nonprofit corporation

By:  Dated: 11/8/2023
Max Adam Singer, President

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

By:  Dated: 11/11/2023
Chad Horning, Authorized Signatory

EXHIBIT A
Mountain Village Promotional Association
Common Consumption Area Security Plan

The purpose of this document is to outline the security procedures for the Common Consumption Area (“CCA”) in Mountain Village Center.

Liquor license holders participating in the CCA as of the Effective Date are;

Hotel Madeline, Poachers Pub, Tracks Café & Bar, Telluride Coffee Company, Telluride Distilling Company, Telluride Brewing Company, Communion Wine Bar and TSG (Crazy Elk, Tomboy Tavern, The Pick, Siam’s Talay, Telluride Conference Center).

MVPA shall provide TSG with an updated list of liquor license holders participating in the CCA at least ten (10) days prior to the start of each season. MVPA shall provide TSG with an updated map of the CCA whenever any changes are made by the Town.

DAILY SECURITY MONITORING:

TSG shall provide one (1) properly trained TSG employee to provide the required Security Services at all times during the dates and hours of operations of the CCA for each season as set forth in **Exhibit B**.

SPECIAL EVENTS (Sunset Concerts, 4th of July, Closing Day, etc.):

TSG shall provide two (2) properly trained TSG employees to provide the required Security Services during the hours of operations for each Special Event as set forth in **Exhibit B**.

Roaming monitoring of the CCA by TSG Security Personnel will begin one hour prior to the event and will include informing guests of the CCA rules.

Roaming monitoring will continue until one hour past the event at which time a sweep of the CCA by TSG Security Personnel will occur to ensure that all alcoholic beverages have been disposed of in trash receptacles.

STANDARDS AND PROCEDURES:

The primary point of contact for MVPA shall be the MVPA Board President (currently Adam Singer). The primary point of contact for TSG shall be Chad Horning.

In the event that the Town has any concerns with operations, the Town may require the primary points of contact for MVPA and TSG to meet with the Town in order to discuss and refine the security procedures as necessary to address these concerns.

The points of contact for MVPA and TSG will meet with the Town's chief of police, or a designee, as needed to go over any potential issues and security concerns with the CCA.

All TSG Security Personnel will complete the server and seller training program (TIPS or ServSafe) established by the Director of the Liquor Enforcement Division of Revenue.

All TSG Security Personnel shall wear a shirt clearly identifying such person as security personnel for the common consumption area.

Standard Security Procedures

- The general purpose of the security services provided by TSG is to ensure that no personal/outside alcohol is brought into the CCA (only alcohol purchased from the participating retail liquor license holder establishments can be consumed within the CCA) and that no alcoholic beverages leave or are consumed outside of the CCA.
- When appropriate, TSG Security Personnel will check coolers/bags to ensure no alcohol is brought into the CCA and will be responsible for ensuring that no alcoholic beverages leave the CCA.
- When necessary, recycling and trash cans shall be available at all entrance and exit points.
- IDs will be checked at the point-of-sale by staff members of each participating licensed establishment.
- Each licensed establishment will be responsible for ensuring that no alcoholic beverages from another establishment are brought into their licensed area.
- Each licensed establishment will use a disposable cup with its logo for patrons who wish to take a beverage out into the CCA.
- TSG Security Personnel will educate guests in a friendly manner and if any violators become belligerent or overly intoxicated, TSG security personnel shall contact the Town of Mountain Village police department to intervene.
- If open displays of intoxication occur, TSG Security Personnel will contact the police at the Town of Mountain Village and/or call 911 if there are any life and death emergencies.

EXHIBIT B

DATES AND HOURS OF OPERATION INCLUDING EVENTS

Daily Security Monitoring Dates of Hours of Operation:

Noon to 9 pm

SEASON	START DATE	END DATE
Summer 2023	5/25/2023	10/16/2023
Winter 2023-24	11/17/2023	4/7/2024
Summer 2024	5/23/2024	10/20/2024
Winter 2024-25	11/22/2024	4/6/2025

Special Events Security Monitoring Dates and Hours:

Live music on Wednesdays (Sunset Plaza) and Fridays (Reflection Plaza) from 6-8pm, June – September.

Fourth of July celebration (All Plazas) on July 3rd and 4th from 1-8pm

Holiday prelude (All Plaza) the second weekend in December from 12-5pm.

New Years Eve fireworks (Heritage Plaza) from 6-7 pm.

EXHIBIT C

LIST OF PARTICIPANTS AND MAP OF COMMON CONSUMPTION AREA

See Next Two Pages for Summer & Winter Maps

COMMON CONSUMPTION AREA

Enjoy your drink responsibly



SEVEN DAYS PER WEEK, NOON TO 9PM

PARTICIPATING LIQUOR LICENSED ESTABLISHMENTS

- 1 Crazy Elk Pizza
- 2 Hotel Madeline & Residences
- 3 Poachers Pub
- 4 Siam's Talay Grill
- 5 The Pick
- 6 Tomboy Tavern
- 7 Telluride Coffee Company
- 8 Telluride Distilling Company
- 9 Telluride Ski & Golf Club House
- 10 Tracks
- 11 Placeholder for Future Restaurant
- 12 Telluride Conference Center
- 13 Telluride Brewing Company
- 14 Communion Wine Bar

PARTICIPATING CCA ESTABLISHMENTS

- 1 Boot Doctors & Paragon Outdoors
- 2 Christy Sports Snowboard
- 3 Christy Sports (BOTH LOCATIONS)
- 4 Heritage Apparel
- 5 Mountain Adventure Equipment
- 6 Shake N Dog Grub Shack
- 7 Slopeside Lockers
- 8 Sotheby's
- 9 Telluride Elevated
- 10 The Telluride Room
- 11 Telluride Real Estate Corp
- 12 TSG Ticket & Pass Office (excluding the Children's Center/Nursery)
- 13 Telluride Properties
- 14 Telluride Sports (BOTH LOCATIONS)
- 15 Telluride Adaptive Sports Program (BOTH LOCATIONS)
- 16 The Alpineer
- 17 TMVOA
- 18 Wagner Custom Skis
- 19 Rinkevich Gallery

COMMON CONSUMPTION AREA (CCA) OVERVIEW

- The CCA encompasses Heritage Plaza, Sunset Plaza and Village Pond Plaza.
- Alcoholic beverages purchased from one licensed liquor establishment in approved disposable cups will only be permitted in the CCA and cannot be brought into another liquor establishment.
- Reflection Plaza is licensed to Madeline Hotel & Residences therefore only alcoholic beverages from the Madeline Hotel & Residences can be consumed in that plaza.
- People with an alcoholic beverage from an approved establishment are not permitted to cross any roadways.



NO OUTSIDE ALCOHOL ALLOWED WITHIN THE COMMON CONSUMPTION AREA

COMMON CONSUMPTION AREA

Enjoy your drink responsibly



SEVEN DAYS PER WEEK, NOON TO 9PM

PARTICIPATING LIQUOR LICENSED ESTABLISHMENTS

- 1 Crazy Elk Pizza
- 2 Hotel Madeline & Residences
- 3 Poachers Pub
- 4 Siam's Talay Grill
- 5 The Pick
- 6 Tomboy Tavern
- 7 Telluride Coffee Company
- 8 Telluride Distilling Company
- 9 Telluride Ski & Golf Club House
- 10 Tracks
- 11 Placeholder for Future Restaurant
- 12 Telluride Conference Center
- 13 Telluride Brewing Company
- 14 Communion Wine Bar

PARTICIPATING CCA ESTABLISHMENTS

- 1 Boot Doctors & Paragon Outdoors
- 2 Christy Sports Snowboard
- 3 Christy Sports (BOTH LOCATIONS)
- 4 Heritage Apparel
- 5 Mountain Adventure Equipment
- 6 Shake N Dog Grub Shack
- 7 Slopeside Lockers
- 8 Sotheby's
- 9 Telluride Elevated
- 10 The Telluride Room
- 11 Telluride Real Estate Corp
- 12 TSG Ticket & Pass Office (excluding the Children's Center/Nursery)
- 13 Telluride Properties
- 14 Telluride Sports (BOTH LOCATIONS)
- 15 Telluride Adaptive Sports Program (BOTH LOCATIONS)
- 16 The Alpineer
- 17 TMVOA
- 18 Wagner Custom Skis
- 19 Rinkevich Gallery

COMMON CONSUMPTION AREA (CCA) OVERVIEW

- The CCA encompasses Heritage Plaza, Sunset Plaza and Village Pond Plaza.
- Alcoholic beverages purchased from one licensed liquor establishment in approved disposable cups will only be permitted in the CCA and cannot be brought into another liquor establishment.
- Reflection Plaza is licensed to Madeline Hotel & Residences therefore only alcoholic beverages from the Madeline Hotel & Residences can be consumed in that plaza.
- People with an alcoholic beverage from an approved establishment are not permitted to cross any roadways.



NO OUTSIDE ALCOHOL ALLOWED WITHIN THE COMMON CONSUMPTION AREA

EXHIBIT D

SECURITY SERVICES RATE SCHEDULE

SEASON	START DATE	END DATE	FEE
Summer 2023	5/25/2023	10/16/2023	50,000
Winter 2023-24	11/17/2023	4/7/2024	51,250
Summer 2024	5/23/2024	10/20/2024	52,531
Winter 2024-25	11/22/2024	4/6/2025	53,845

* 2.5% increase per season

EXHIBIT E

COPY OF MVPA INSURANCE CERTIFICATE

See Next Page for Certificate of Insurance



TELLMOU-04

HATHA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Home Loan & Investment Company 205 North 4th Street Grand Junction, CO 81501	CONTACT <i>Katie Sweet</i> NAME:	
	PHONE (A/C, No, Ext): (970) 254-0864	FAX (A/C, No): (970) 243-3914
E-MAIL ADDRESS: <i>katies@hlic.com</i>		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Secura Insurance Company		22543
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
 Mountain Village Promotional Association
 113 Lost Creek Lane Ste A
 Mountain Village, CO 81435

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		X	CP3308544	7/16/2023	7/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000 HOST LIQUOR \$ Included COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						\$ \$ \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU3308545	7/16/2023	7/16/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				\$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Telluride Ski & Golf is additional insured with regard to General Liability.

CERTIFICATE HOLDER Telluride Ski & Golf 565 Mountain Village Blvd Telluride, CO 81435	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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**MOUNTAIN VILLAGE PROMOTIONAL ASSOCIATION
PLAZA LICENSE AGREEMENT**

This License Agreement (the “**License Agreement**”) is made, effective as of the 31 day of January 2017, (the “**Effective Date**”), between the Mountain Village Promotional Association, a Colorado nonprofit corporation, (“**Licensee**”) and the Town of Mountain Village, a home-rule municipality and political subdivision of the State of Colorado (the “**Town**”). Licensee and the Town may be collectively referred to herein as the “**Parties**” or individually referred to herein as “**Party**”.

RECITALS

1. Licensee is promotional association, as defined by C.R.S. 12-47-103(24.5); which has been certified by the Town to operate a common consumption area as defined by C.R.S. 12-47-103(6.6).
2. Licensee applied and received approval from the Town for the certification as a promotional association and Common Consumption Area, a portion of which is located on Town owned Open Space Tract OS-3X (the “**Plaza**”) as depicted on Exhibit “A” attached hereto (the “**Town Plaza Area**”).
3. The Town desires to grant, and Licensee desires to accept, the license described below for purposes of allowing Licensee to (i) conduct and liquor operations in conformance with Licensees approval of a common consumption area in, on, and over the Town Plaza Area, all as further set forth below.

In consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged and accepted, Licensee and the Town hereby agree as follows:

1. GRANT OF LICENSE. The Town hereby grants Licensee a license over the Town Plaza Area, as follows :
 - a. Licensee shall be permitted to have a common consumption area in accordance with Licensees approval of such common consumption area on the dates listed in the approval of such common consumption area and dates added pursuant to requirements of the approval of the common consumption area.
 - b. Licensee shall be permitted to place barriers, trash cans and other infrastructure as required by the approval of the common consumption area in order to operate the common consumption area.
 - c. Licensee shall be allowed to permit the consumption of alcohol on the Town Plaza Area including, in connection with its approval for the common consumption area, subject to applicable Town and/or other governmental laws, ordinances, and/or regulations.
2. TERM. This License Agreement shall commence on the Effective Date and shall terminate on January 30, 2019, unless terminated earlier pursuant to Paragraph 8 below (the “**Term**”). This License Agreement shall automatically renew for additional one year terms upon the successful recertification of the promotional association and common consumption area.

3. LOCATION.

- a. Licensee shall use signage, fencing and/or other physical markers/landmarks to designate the boundaries of the common consumption area in accordance with Licensee's approval of the common consumption area and shall comply with all security requirements of such approval. Such signage, fencing and or other physical markers, and other personal property of Licensee shall be removed immediately at the conclusion of each approved event.

4. USE.

- a. The Licensee shall ensure that no alcohol is sold, served or taken outside of the common consumption area.
- b. Licensee shall use and maintain the Town Plaza Area and common consumption area in accordance with all applicable health and safety laws, ordinances, and/or regulations for the protection of all users of the common consumption area and Town Plaza Area.
- c. Licensee shall ensure that adequate trash and recycling receptacles are placed in the common consumption area for each event.

5. MAINTENANCE.

- a. Licensee agrees to repair and/or replace any damage to any portion of the Town Plaza Area only to the extent any damages shall be caused by or in connection with Licensee's use thereof, (including, without limitation, the placement any personal property on the Town Plaza Area). All costs for such repair or replacement, and all work performed in connection therewith, shall be the responsibility of the Licensee. The Town, in its sole reasonable discretion, shall determine when the Town Plaza Area is in need of repair or replacement due to the activities of Licensee and/or its customers in the Town Plaza Area.
- b. Licensee shall clean the Town Plaza Area by removing debris, trash, sweeping and washing down the Town Plaza Area after each event.

6. INDEMNIFICATION. The Licensee agrees to indemnify, defend and hold harmless the Town and its agents and employees from and against all actual claims, actions, causes of action, demands, judgments, reasonable costs and expenses, and all damages of every kind and nature (exclusive of punitive damages) incurred by and on behalf of any person or other legal entity whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership, including the parties to this License Agreement and their agents and employees, arising out of or connected with, in any manner, directly or indirectly, the Licensee's operation and its use of the Town Plaza Area.

7. INSURANCE REQUIREMENTS.

- a. Licensee shall carry general liability insurance covering all, and liquor operations permitted pursuant to the License in an amount no less than \$1,000,000.00 for a single occurrence and \$1,000,000.00 in the aggregate, with the Town as a named insured on such policy. Licensee shall be required to provide to the Town a "*Certificate of Insurance*" evidencing such coverage for the Term of this License Agreement.

- b. The general liability insurance policy and the "*Certificate of Insurance*" must be effective for the Term of the License Agreement, commencing as of the Effective Date.
- c. The Licensee shall cease all operations on the Town Plaza Area and common consumption area immediately upon cancellation the insurance coverage required pursuant to this Paragraph 7, in accordance with any notice of cancellation received by Licensee.

8. TERMINATION.

- a. Should any Party to this License Agreement fail to perform its obligations hereunder in strict compliance with the terms, covenants and conditions of this License Agreement, or otherwise default in the performance of any obligations contained in this License Agreement, the non-defaulting Party shall provide written notice to the defaulting Party of such default or breach ("**Notice of Default**"). If the defaulting Party has failed to cure or reasonably commence curing said default or breach within 10 business days after such Notice of Default is provided (an "**Uncured Default**"), the non-defaulting Party thereafter shall have the right to terminate this License Agreement, effective immediately upon providing the defaulting Party with written notice of such termination. In addition, in the event of an Uncured Default on behalf of Licensee, the Town shall have the right to partially terminate this License Agreement (in lieu of full termination) by revoking any specific right granted to Licensee, without limitation, removing any portion of the Outside Seating Areas from the License.
- b. In addition to, and separate from, the termination provisions set forth in Paragraph 8 a. above, this License Agreement may be terminated, as follows:
 - i. In the event that the promotional association or common consumption area is decertified or is not re-certified on an annual basis this License Agreement shall be automatically terminated.
- c. Upon any termination of this License Agreement, Licensee shall restore the Town Plaza Area to their original condition existing prior to the Effective Date, less normal wear and tear. Any personal property of Licensee placed temporarily on the Town Plaza Areas pursuant to the License shall be removed at the end of the Term at Licensee's sole cost and expense.
- d. The Town shall have the right to terminate this License Agreement for convenience at the Town's sole discretion and without penalty by giving Licensee thirty (30) days written notice of termination for convenience.

9. HOURS OF OPERATION.

- a. Alcohol shall only be permitted in the Town Plaza Areas and common consumption areas during those hours as approved by the Town in the Licensees approval of the promotional association and common consumption area.

10. LICENSE FEES.

- a. To be paid by the Licensee:
 - i. During the term of this License Agreement, the Licensee shall post a \$500.00 cash performance bond to assure full compliance with the terms hereof (the "**Performance Bond**"). The Performance Bond may be applied to any unpaid fines or charges outstanding for more than 45 days at any time during the Term. The Performance Bond

shall be refunded 30 days after the expiration and/or termination of this License Agreement; provided however, that the Town shall be entitled to retain the Performance Bond for an additional 45 days to secure the obligations of any unresolved pending action remaining at the end of this 30 day period.

- ii. The Licensee shall bear all costs and expenses related to the construction and/or maintenance of any utility and other amenities needed by Licensee in connection with the exercise of its rights pursuant to the License.
 - iii. The Licensee shall bear all costs for any and all improvements to the Plaza Unit, both within and surrounding the Town Plaza Areas, which are reasonably required by the Town, pursuant to applicable health and safety laws, ordinances, and/or regulations, to limit hazards or dangers and provide for the safe operation of the common consumption area Town Plaza Areas.
- b. By the Town:
- i. The Town shall not be required to make any improvements to the Town Plaza Areas, or expend any money for the benefit of the Licensee.

11. ADDITIONAL TERMS AND CONDITIONS.

- a. The Licensee shall comply with all applicable local, state and federal rules, regulations and laws.
- b. In the event of any legal action between the parties with respect to this License Agreement and the license herein granted, the prevailing party in any such action shall be entitled to recover their costs incurred therein, including reasonable attorneys fees.
- c. Licensee may not assign, sublet, or transfer this License Agreement, or any portion thereof without the Town’s prior written approval.
- d. This License Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

12. **NOTICE.** All notices, demands or writings required or permitted to be given hereunder, shall be deemed to have been fully given or made or sent when made in writing and delivered either by (i) hand delivery; (ii) facsimile transmission; (iii) electronic mail; or (iv) commercial overnight courier that guarantees next day delivery and provides a receipt, so long as these are addressed and/or delivered to the Party as follows (with the understanding that the mailing addresses, email addresses or fax numbers below may be changed by sending written notice to each Party notifying the Party of the change).

If to Licensee: Mountain Village Promotional Association

(With a copy to):

If to the Town:

Kim Montgomery, Town Manager
Town of Mountain Village
455 Mountain Village Blvd., Suite A
Mountain Village, CO 81435
Email: kmontgomery@mtnvillage.org
Phone: (970) 728-8000

(With a copy to):

James Mahoney, Esq.
J. David Reed P.C.
1047 South 1st Street
Montrose, CO 81401
Email: jmahoney@jdreedlaw.com
Phone: (970) 249-3806

(Signature Pages Follow)

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

LICENSEE:

Mountain Village Promotional Association, a Colorado nonprofit corporation:

By: 
Adam Singer, President

TOWN:

TOWN OF MOUNTAIN VILLAGE,
a Colorado home-rule municipality
and political subdivision of the state of Colorado

By: 
Kim Montgomery, Town Manager

Approved as to Form:

**James
Mahoney**

Digitally signed by James Mahoney
DN: cn=James Mahoney, o=J. David
Reed, P.C., ou,
email=jmahoney@jdreedlaw.com,
c=US
Date: 2017.04.17 13:25:20 -06'00'

Jim Mahoney, Town Attorney

**MOUNTAIN VILLAGE PROMOTIONAL ASSOCIATION
TSG OPEN SPACE LICENSE AGREEMENT**

This License Agreement (the “**License Agreement**”) is made, effective as of the 1st day of June, 2023 (the “**Effective Date**”), between the Mountain Village Promotional Association, a Colorado nonprofit corporation, (“**Licensee**”) and TSG SKI & GOLF, LLC, a Delaware limited liability company (“**TSG**”). Licensee and TSG may be collectively referred to herein as the “**Parties**” or individually referred to herein as “**Party**”.

RECITALS

1. Licensee is promotional association, as defined by C.R.S. 12-47-103(24.5); which has been certified by the Town of Mountain Village (“**Town**”) to operate a common consumption area as defined by C.R.S. 12-47-103(6.6).
2. Licensee applied and received approval from Town for the certification as a promotional association and Common Consumption Area, a portion of which is located on TSG owned Open Space Tract OS-3CR (“**TSG Open Space Tract**”) as depicted on Exhibit “A-1” attached hereto. The Town approved common consumption area is shown on Exhibit “A-2” attached hereto.
3. TSG desires to grant, and Licensee desires to accept, the license described below for purposes of allowing Licensee to conduct liquor operations in conformance with Licensee’s approval of a common consumption area in, on, and over the TSG Open Space Tract, all as further set forth below.

In consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged and accepted, Licensee and TSG hereby agree as follows:

1. GRANT OF LICENSE. TSG hereby grants Licensee a license over the TSG Open Space Tract, as follows:
 - a. Licensee shall be permitted to have a common consumption area in accordance with Licensee’s Town approval of such common consumption area on the dates and hours listed in the approval of such common consumption area, set forth below under Dates and Hours of Operation.
 - b. Licensee shall be permitted to place barriers, trash cans and other infrastructure as required by the approval of the common consumption area in order to operate the common consumption area.
 - c. Licensee shall be allowed to permit the consumption of alcohol on the TSG Open Space Tract, in connection with its approval for the common consumption area, subject to applicable Town and/or other governmental laws, ordinances, and/or regulations.
 - d. Licensee shall be fully responsible, at its sole cost and expense, for all security required by the Town, or otherwise, in connection with this License Agreement and the common consumption area.
2. TERM. This License Agreement shall commence on the Effective Date and shall terminate on October 31, 2023, unless terminated earlier pursuant to Paragraph 8 below (the “**Term**”). This License Agreement shall automatically renew for two additional one year terms (each a separate

“Renewal Term”) upon the successful recertification of the promotional association and common consumption area.

3. LOCATION.

- a. Licensee shall use signage, fencing and/or other physical markers/landmarks to designate the boundaries of the common consumption area in accordance with Licensee’s approval of the common consumption area and shall comply with all security requirements of such approval. Such signage, fencing and or other physical markers, and other personal property of Licensee shall be removed immediately at the conclusion of each approved event.

4. DATES AND HOURS OF OPERATION.

- a. Alcohol shall only be permitted in the common consumption area, including TSG’s open space areas within the common consumption area, during those hours as approved in the Licensee’s approval of the promotional association and common consumption area.
- b. These dates and hours include every day, seven days a week, from Noon to 9 pm during the Term and any Renewal Term.
- c. Licensee agrees it will shut down the common consumption area upon the Town’s request for any specific date wherein the Town is supporting an event where the common consumption area is not needed or desired.

5. USE.

- a. The Licensee shall ensure that no alcohol is sold, served or taken outside of the common consumption area.
- b. Licensee shall use and maintain the TSG Open Space Tract and common consumption area in accordance with all applicable health and safety laws, ordinances, and/or regulations for the protection of all users of the common consumption area and TSG Open Space Tract.
- c. Licensee shall ensure that adequate trash and recycling receptacles are placed in the common consumption area for each event.

6. MAINTENANCE.

- a. Licensee shall at its sole cost and expense: (1) incur all costs associated with the promotional association, common consumption area and all events licensed under this Agreement; (2) minimize disturbance to the natural condition of the surface area of the TSG Open Space Tract; and (3) promptly cause any disturbance of the natural condition of the surface area of the TSG Open Space Tract to be reseeded, recontoured and reconstructed as may be necessary to return such area as nearly as practical to its condition prior to the event. This maintenance obligation includes the placement of any personal property on the TSG Open Space Tract. All costs for such repair or replacement, and all work performed in connection therewith, shall be the responsibility of the Licensee. TSG, in its sole reasonable discretion, shall determine when the TSG Open Space Tract is in need of repair or replacement due to the activities of Licensee and/or its customers in the TSG Open Space Tract.

- b. Licensee shall clean the TSG Open Space Tract by removing debris and trash after each event.

7. INDEMNIFICATION. The Licensee agrees to indemnify, defend and hold harmless TSG and its agents and employees from and against all actual claims, actions, causes of action, demands, judgments, reasonable costs and expenses, and all damages of every kind and nature, including attorney's fees, incurred by and on behalf of any person or other legal entity whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership, including the parties to this License Agreement and their agents and employees, arising out of or connected with, in any manner, directly or indirectly, the Licensee's operation and its use of the TSG Open Space Tract.

8. INSURANCE REQUIREMENTS.

- a. Licensee shall carry general liability insurance covering all, and liquor operations permitted pursuant to the License in an amount no less than \$3,000,000.00 for a single occurrence and \$5,000,000.00 in the aggregate, with TSG as a named insured on such policy. Licensee shall be required to provide to the TSG a "*Certificate of Insurance*" evidencing such coverage for the Term of this License Agreement.
- b. The general liability insurance policy and the "*Certificate of Insurance*" must be effective for the Term of the License Agreement, commencing as of the Effective Date.
- c. The Licensee shall cease all operations on the TSG Open Space Tract and common consumption area immediately upon cancellation of the insurance coverage required pursuant to this Paragraph 7, in accordance with any notice of cancellation received by Licensee.

9. TERMINATION.

- a. Should any Party to this License Agreement fail to perform its obligations hereunder in strict compliance with the terms, covenants and conditions of this License Agreement, or otherwise default in the performance of any obligations contained in this License Agreement, the non-defaulting Party shall provide written notice to the defaulting Party of such default or breach ("**Notice of Default**"). If the defaulting Party has failed to cure or reasonably commence curing said default or breach within 10 business days after such Notice of Default is provided (an "**Uncured Default**"), the non-defaulting Party thereafter shall have the right to terminate this License Agreement, effective immediately upon providing the defaulting Party with written notice of such termination.
- b. In addition to, and separate from, the termination provisions set forth in Paragraph 8 a. above, this License Agreement may be terminated, as follows:
 - i. In the event that the promotional association or common consumption area is decertified or is not re-certified on an annual basis this License Agreement shall be automatically terminated.
- c. Upon any termination of this License Agreement, Licensee shall restore the TSG Open Space Tract to their original condition existing prior to the Effective Date, less normal wear and tear. Any personal property of Licensee placed temporarily on the TSG Open Space Tract pursuant to the License shall be removed at the end of the Term at Licensee's sole cost and expense.

- d. Either party shall have the right to terminate this License Agreement for convenience at the party's sole discretion and without penalty by giving the other party sixty (60) days written notice of termination for convenience.

10. ADDITIONAL TERMS AND CONDITIONS.

- a. The Licensee shall comply with all applicable local, state and federal rules, regulations and laws.
 - b. In the event of any legal action between the parties with respect to this License Agreement and the license herein granted, the prevailing party in any such action shall be entitled to recover their costs incurred therein, including reasonable attorney's fees.
 - c. Licensee may not assign, sublet, or transfer this License Agreement, or any portion thereof without TSG's prior written approval.
 - d. This License Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral. This Agreement may be executed in counterparts.
11. NOTICE. All notices, demands or writings required or permitted to be given hereunder, shall be deemed to have been fully given or made or sent when made in writing and delivered either by (i) hand delivery; (ii) facsimile transmission; (iii) electronic mail; or (iv) commercial overnight courier that guarantees next day delivery and provides a receipt, so long as these are addressed and/or delivered to the Party as follows (with the understanding that the mailing addresses, email addresses or fax numbers below may be changed by sending written notice to each Party notifying the Party of the change).

If to Licensee:

Adam Singer
Mountain Village Promotional Association
113 Lost Creek Lane, St A
Mountain Village, CO 81435
Email: SRoth@tellurideskiresort.com
Phone: (970) 728-7314

(With a copy to):

Heidi Stenhammer
TMVOA
113 Lost Creek Lane, Suite A
Mountain Village, CO 81435
Email: sara@tmvoa.org
Phone: (970) 728-1904 x7

If to the TSG:

Chad Horning, TSG Ski & Golf
620 Mountain Village Blvd.
Mountain Village, CO 81435
Email: bjensen@tellurideskiresort.com

(With a copy to):


Stefanie Solomon, Esq.
TSG Ski & Golf
620 Mountain Village Blvd
Mountain Village, CO 81435
Email: ssolomon@tellurideskiresort.com
Phone: (970) 728-7318

(Signatures on next page)

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

LICENSEE:

Mountain Village Promotional Association, a Colorado nonprofit corporation:

By: 
BCD913A2F3B3482...
Adam Singer, President

TSG:

TSG SKI & GOLF, LLC
a Delaware limited liability company

By: 
C33CE6E3D8394A1
Chad Horning

Exhibit A-1

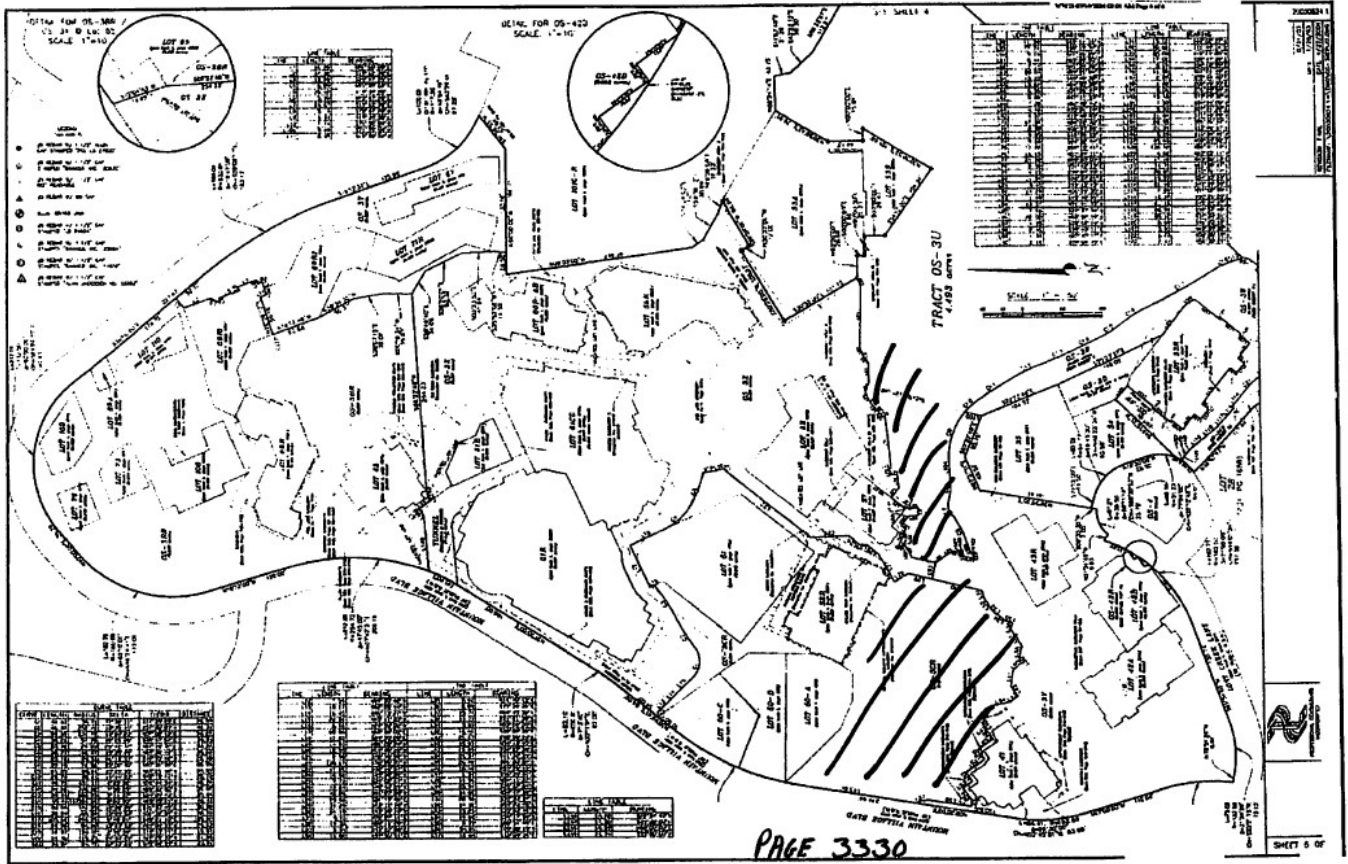


Exhibit A-2



Sunset Music Series 2025 Calendar - Tentative

Date	Event	Location	Time
6/11 Wed	Sunset Music Series	Sunset Plaza	6-8
6/18 Wed	<i>Firstgrass concert</i>	<i>Sunset Plaza</i>	5-8
6/25 Wed	Sunset Music Series	Sunset Plaza	6-8

7/2 Wed	Sunset Music Series	Sunset Plaza	6-8
7/3 & 7/4 Thurs & Fri	Red, White & Blues Celebration	All Plazas	1-8
7/9 Wed	Sunset Concert Series	Sunset Plaza	6-8
7/16 Wed	Sunset Concert Series	Sunset Plaza	6-8
7/23 Wed	Sunset Concert Series	Sunset Plaza	6-8
7/30 Wed	Sunset Concert Series	Sunset Plaza	6-8

8/6 Wed	Sunset Concert Series	Sunset Plaza	6-8
8/13 Wed	Sunset Concert Series	Sunset Plaza	6-8
8/20 Wed	Sunset Concert Series	Sunset Plaza	6-8
8/27 Wed	Sunset Concert Series	Sunset Plaza	6-8

Town of Mountain Village

Date: 1/10/2025
To: Town Council
From: Susan Johnston, Town Clerk
RE: Appointment of One Alternate Seat on the Ethics Commission

Consideration of Appointment to the Ethics Commission

Scheduled for appointment at the January 16, 2025 Town Council meeting is one alternate seat on the Ethics Commission. The Ethics Commission is comprised of three (3) regular members and two (2) alternates. A Council member will hold one regular seat and one alternate seat with the remaining seats to be filled by qualified electors. Each member of the Ethics Commission shall serve for two (2) year terms.

The current Ethics Commission members are:

Pete Duprey (Town Council)	July 2025
Jack Gilbride (Town Council Alternate)	July 2025
Alternate Qualified Elector	
Heather Knox (Regular Seat)	August 2025
Cath Jett	November 2026

Letters of interest have been received from Aaron Elinoff and Sterling Parks. Letters are attached.

Suggested Motion:

Motion to appoint _____ as an alternate member of the Ethics Commission for a two-year term expiring January 2027.

From: [Aaron Elinoff](#)
To: [mvclerk](#)
Subject: Application for Alternate Seat on the Mountain Village Ethics Commission
Date: Monday, January 6, 2025 3:09:03 PM
Attachments: [image-png-transparent-exact-small_d8bb9764-d8c6-4e80-9da6-78498097aec0.png](#)
[036_sm_fb_a1347472-45be-4a0b-af83-b901fa688c57.png](#)
[linkedin_32x32_6aa1ea1e-d44c-451c-85a2-df1b233a532b.png](#)
[036_sm_twitter_ead36a19-13db-46c4-9186-b34bea9f203c.png](#)
[036_sm_instagram_9927e091-e056-4b30-a2b6-e681664c9634.png](#)

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

Dear Mountain Village Clerk,

I am writing to express my interest in serving as an alternate member of the Mountain Village Ethics Commission. As a registered voter in Mountain Village and a long-time part-time resident of Telluride, I am deeply invested in maintaining the integrity and character of this unique community.

Professionally, I am an attorney and managing partner of Novo Legal Group, where I lead a team specializing in complex legal matters, including ethics and compliance issues. My legal background has provided me with significant experience analyzing and resolving ethical concerns while maintaining impartiality and upholding the highest standards of integrity. Additionally, I serve as President of the Board of Directors for BuCu West, a nonprofit organization in Denver that fosters economic and cultural growth through collaboration with local businesses and residents. This role has further deepened my understanding of the importance of transparency and ethical decision-making in leadership.

As someone with a long-standing connection to Mountain Village, I have spent several months each year here since 1995, cultivating a strong appreciation for its values and traditions. This personal connection, combined with my professional expertise, positions me to contribute meaningfully to the Ethics Commission's work.

Thank you for considering my application. Please feel free to contact me if further information is needed. I look forward to the opportunity to serve the Mountain Village community in this capacity.

Sincerely,
Aaron Elinoff

Aaron Elinoff
Managing Partner

T: +1 (303) 335-0250
F: +1 (303) 296-4586
E: aaron@novo-legal.com
4280 Morrison Rd
Denver, CO 80219



www.novo-legal.com



CONFIDENTIALITY NOTICE: This email is intended only for the review of the party to whom it is addressed. It may contain confidential, proprietary or information that is privileged under state or federal law. If you received this email in error or if you are not the intended recipient, please delete the email and any attachments without reading, printing, copying or forwarding them, and please notify me. If you are not the intended recipient of this email, please be aware that any disclosure, copying, distribution or use of the contents of the email and any attachments is without authorization and is prohibited. Unintended transmission shall not constitute a waiver of the confidential or proprietary nature of the contents of the email, nor shall it constitute a waiver of any applicable privilege.

Sterling Parks

415 Mountain Village Blvd.

Unit 7101

Mountain Village, CO 81435

Sterling.Parks@Fairmont.com

(970) 728-7137

January 7, 2025

Town Council

Mountain Village Ethics Commission

455 Mountain Village Blvd.

Suite A

Mountain Village, CO 81435

Dear Town Council,

I am writing to express my sincere appreciation for the opportunity to apply for a position on Mountain Village Ethics Commission. I am committed to upholding the principles outlined in the local Ethics Ordinance NO. 2022-06, Exhibit A, and I believe that my background and experiences align well with the goal of the commission.

Throughout my career, I have been dedicated to promoting ethical standards and practices in various contexts. One case study from Engineering Ethics at the Colorado School of Mines that profoundly influenced my understanding of ethics in decision-making is the situation involving Roger Boisjoly at Morton Thiokol. His unwavering insistence on the potential brittleness of the solid rocket booster o-rings at low launch temperatures exemplifies the critical importance of ethical responsibility in engineering and public safety. Boisjoly's courage to voice his concerns about the Space Shuttle Challenger's launch conditions, despite the pressures he faced, serves as a powerful reminder of the ethical obligations we hold to protect the public and ensure transparency in our actions.

I am eager to bring my insights and experiences to the Ethics Committee, where I hope to contribute to fostering a culture of integrity and accountability within our local government. I am committed to engaging in thoughtful discussions, promoting ethical practices, and ensuring that our community's values are upheld.

Thank you for considering my application. I look forward to the possibility of serving on the Ethics Commission and contributing to the important work of promoting ethical governance in our community.

Sincerely,

Sterling Parks

Sterling Parks

Mountain Village, CO

Sterling is a dedicated community member and registered voter in Mountain Village. Originally from Montrose, Colorado, he feels a strong commitment to enhancing the local region through effective governance and collaboration. Holding a Master's degree in Holistic Science from the University of Plymouth in Devon, England and Bachelor's degree in Chemical Engineering from the Colorado School of Mines in Golden, Colorado, he brings a multidisciplinary approach to problem-solving, combining technical expertise with a deep understanding of community needs.

With a passion for travel, Sterling has explored all 50 states and recently visited Japan in the spring of 2024, enriching his global perspective. For his honeymoon in Greece, he took the initiative to teach himself to read Greek, showcasing a love for learning and cultural appreciation. This past fall he traveled to the south of France and Monaco with his wife and parents-in-law.

An accomplished athlete, Sterling has competed at the varsity level in Tennis and Track & Field. He earned a third-place finish at the Colorado 4A State Tennis Championship. He enjoys skiing, snowboarding, hiking, and foraging, reflecting a commitment to an active lifestyle. Additionally, he participates in local events, such as the annual Mountain Film Festival and Telluride Mushroom Festival, which fosters community spirit.

Sterling is also a car enthusiast, having won three awards in the last two years' Corvettes and Colors auto show with his 1978 C3 Corvette, further demonstrating his dedication to excellence and sophistication. With a keen interest in emerging technologies, he is always eager to learn and adapt to new advancements.

Sterling is passionate about contributing to the local community. The Mountain Village Ethics Commissions' goal resonates with him, and he looks forward to advocating for integrity and accountability that prioritize the well-being of the community.



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

TO: Town of Mountain Village Housing Authority
 FROM: Brittany Newell, Rental Properties Manager
 FOR: Meeting of January 16th, 2025
 RE: Consideration of applications for open VCA Residents Committee Seat

Introduction

Town Council directed the formation of the VCA resident advisory committee in December of 2019. We have established the committee subsequent to 2019. We have one vacant seat and three applications.

Attachments:

- A. VCA Resident Advisory Committee Framework – for background and reference
- B. Applications listed in the order they were received
 - o Sterling Parks
 - o Michael Collins
 - o Pedro Maquera
- C. Proposed 2025 Committee Schedule

VCA Resident Advisory Committee Framework

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

Existing VCA Resident Committee Members and terms

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

Existing VCA Committee Members

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

Staff recommends that the applicants speak to their interest and qualifications and will read letters on behalf of applicants unable to attend.

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

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

RECOMMENDED MOTION

I MOVE TO APPOINT _____, TO COMPLETE THE VACATED SEAT. TERM TO EXPIRE IN JULY 2026.

VCA Resident’s Committee Applications

Sterling Parks

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

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

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

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

Michael Collins

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

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

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

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

Pedro Maquera

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

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

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

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

ADVISORY COMMITTEE VILLAGE COURT APARTMENTS (VCA) RESIDENT COMMITTEE FRAMEWORK

Mission Statement

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

VCA Resident Committee Composition

Five VCA residents

Terms

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

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

Town Support

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

Form of Organization and Recommendations

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

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

Meeting Procedures

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

Meeting Notifications

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

Committee Limitations

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

Proposed 2025 Agenda

VCA Meeting Dates for 2025	
Wednesday, January 22 nd , 2025	5:30 p.m.
Wednesday, March 26 th , 2025	5:30 p.m.
Wednesday, May 28 th , 2025	5:30 p.m.
Wednesday, July 30 th , 2025	5:30 p.m.
Wednesday, September 24 th , 2025	5:30 p.m.
Wednesday, November 26 th , 2025	5:30 p.m.



AGENDA ITEM 8
TOWN MANAGER
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 729-2654

TO: Mountain Village Town Council
FROM: Paul Wisor, Town Manager
DATE: January 9, 2024
RE: Department Updates & BaGAR

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

Public Works

Road & Bridge

With the Holidays came snow and the crew stayed busy through the busy season as winter returned to Mountain Village. Operations continue as normal with 7-day coverage and two shifts plowing and maintaining the road system.

Water

Water production continues at a high rate to keep up with snowmaking demands and the busy holiday season. The new SCADA IT Administrator has begun working with the Water Department to help spearhead the effort to update our system and plan future upgrades.

Plaza Services

The holiday season was a busy one for the plaza team as holiday crowds coincided with new snowfall and the crew did a great job keeping up. Some new additions to the holiday décor demanded some creative thinking and teamwork. Now, the holiday decoration tear down has begun and after the tree is taken down, the team will strategically remove decorations as time allows between storms and other projects.

Facility Maintenance

Operations continue as normal. Snowmelt and heat tape checks daily and thus far the pre-season prep and checks have paid off in generally smooth operations.

Vehicle Maintenance

The team of mechanics have been busy keeping up with services and winter equipment as well as their sidewalk plowing. The team also helped out with the set up and tear down of the

Christmas Tree, but is generally keeping big projects off their plate to keep winter equipment in top form.

Parks and Rec/Parking/Gondola

Parking

Parking services transitioned into winter policies and rates concurrent with the opening of the ski area. Updated wayfinding was installed system-wide prior to the winter transition. Parking counts for the holiday period (12/20 through 1/5) were up 2% in GPG and 24% in Heritage. Policies adopted in 2023 and adjusted in 2024 are continuing to produce the desired results of freeing up supply in the Gondola Parking Garage during periods of high demand. While operating for most of the holiday near capacity, GPG never overflowed. HPG filled on four occasions over the holiday period.

Parking was fully staffed heading into the winter season and continues to operate as budgeted. Parking staff performs snow removal duties and customer service functions including:

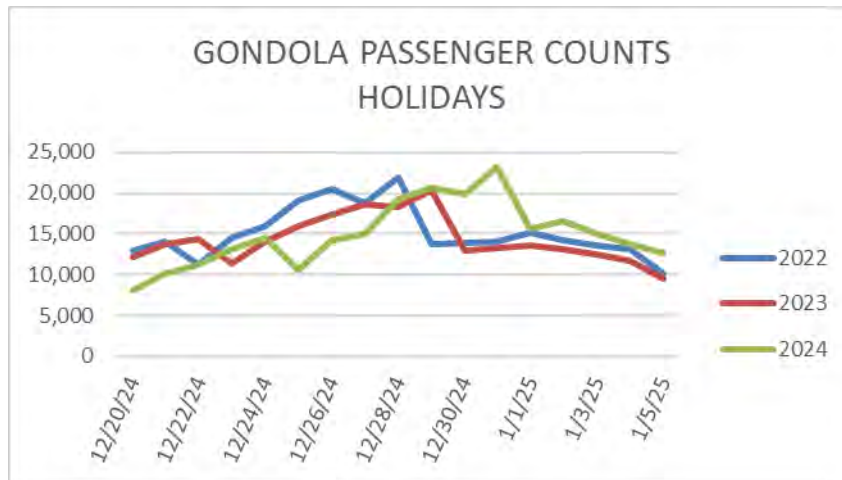
- Disseminating general public parking information
- Actively managing GPG on forecasted high-demand days
- Administering permit system
- Administering mobile payment system
- Assistance with initiating day parking sessions
- Assistance with permit applications
- Timely responses to permit change requests

Permits went on sale for the 2024/25 season on October 15th. 920 permits have been issued to date consisting of 360 employee permits, 245 resident permits, 115 locals permits, and 72 Lot R permits, with the balance spread out across other permit products.

Gondola

Business as usual at the gondola with year-end ridership totaling 3,126,851 passenger trips. This is up 0.4% when compared to 2023 at 3,114,789. December ridership was down 1.9% when compared to December of 2023 (290,921 in 2024 vs. 296,643 in 2023). Holiday season traffic, 12/20/24 through 1/5/25 was up 4.3% when compared to the same period last season. The gondola operations team opened the season with a full complement of trained and tested operators, and has retained a full staff through the holiday season. A temporary construction and crane airspace variance for the 4 Seasons project was submitted to the Colorado Passenger Tramway Safety Board (CPTSB) on December 27th. It will be reviewed at the January 10th CPTSB Technical Committee meeting and referred for further consideration by the full CPTSB board at their February 5th meeting.

The Meadows bus service was activated on three occasions in December to assist with Chondola outages.



Parks and Rec

The parks and rec crew has settled into their winter routine consisting of ice maintenance at Reflection and Village Pond. The reflection rink was opened for the season on Thanksgiving Day and Village Pond on December 11th. Low snowfall through December delayed the full opening of the Nordic skiing system, with thin conditions making it challenging to perform grooming activities. The past week's snowfall has finally allowed the team to machine groom the entire system. The Town of Telluride opted out of the Valley Floor Nordic Grooming IGA for season which will allow Town staff to focus solely on its license area within Mountain Village. New winter trails signage is expected to be installed before the end of the month. Plans for the summer trail-building season are underway, with RFPs and contracts already being developed and negotiated with several contractors.

Munchkins

Munchkins expanded! January 6th was the first day with four classrooms. We are almost to capacity in each classroom, with the goal of being so by the beginning of February. We need to enroll one infant and one 2 year old toddler.

We welcomed Charlotte to the crew this week, she relocated from Connecticut and has a background in ECE having taught in a two year old classroom previously. She's going to be a great addition to the team. We are still needing to hire one more childcare assistant and put an offer out to a potential hire this week.

Comets started this week- we opted to take all of our preschooler skiing this week rather than just the four and five year olds as in years past. From listening to the parents they wanted to include the three year olds and so we decided to give it a shot this year! Day one was a hit!

Community Development

Planning

Drew Nelson is transitioning from Senior Planner to Housing Director, so workflows are being adjusted to cover that gap until the position can be filled. Drew is committed to following through on planning applications that he was bringing through to completion. Planning is still focusing on CDC amendments, with the next item to work through being some changes to the lighting requirements. Both Planning and Building are working on the software transition to OpenGov.

Current tasks relate mostly to consolidating data from the old system, planning workflow steps for different application types and creating template approval documents. Amazon lockers have been installed and are up and running – thanks to Public Works for assistance with getting the necessary concrete pad installed. We had a productive meeting with Roger Delaney, the new (returning) USPS Postmaster in Telluride to work through some questions related to postal service, both current and future, in the Mountain Village. Otherwise design review both at a staff and full board level continues as usual.

Building

Building Department Staff review of the proposed 2024 codes for adoption is 1st draft complete and being circulated for review among broader Town staff. Of note, CBO Lars Forsythe has placed more emphasis on enforcing 3.16.030.D in the Municipal code that relates to re-valuations of projects to determine final valuations. We've processed re-valuations with a total differential value of \$24,951, 947 for an increase in permit fees of \$768,622. Otherwise, inspections continue as usual.

GIS

GIS Phase 3 re-addressing is in process. LT continues to assist other departments with multiple projects on an as-needed basis.

Forestry

Forestry has been busy wrapping up from summer/fall 2024 season. Equipment inventory, maintenance and repairs happen over-winter. Aidan continues to burn slash piles left over from community shaded fuel break project. New burn permits have been obtained for 2025 and we're working through agreements with Telski to be able to burn piles on Telski land. Deferred administrative work, mapping etc. is being attended to.

Clerks

Grant award letters and agreements were emailed on December 30th informing recipients of the Town's approved awards. We are also beginning our end of year processes which include the yearly purge of the Town's document management system per the State Archivist Retention Schedule and the fourth quarter contract management review. We are continuing with clerk training and document accessibility conversions and training and beginning the planning of the June 24, 2025 Municipal Election.

Human Resources

Performance reviews were completed for all Town staff, with the exception of the Town Manager, which is being conducted later in January. This past year's reviews were titled "Success & Development Collaborative Plan" with the purpose of aligning individual performance and development to the objective goals of the department, the strategic goals of organization and the mission, vision and values of the Town of Mountain Village;
In addition to:

- Developing Our Organizational Whys (Mission, Vision, Values), Our Departmental Whys, and Our Individual Whys
- Fair, transparent, and consistent assessment of performance in meeting required job expectations;
- Development tool for job effectiveness and growth;

- Engage in authentic, well-rounded, meaningful, clear and continual conversations focusing on praise, feedback and performance goals;
- Increase individual and organizational effectiveness;
- Instill a culture of continuous improvement through increased discretionary effort;
- Inform the performance pay decision.

Staff conducted quarterly goals, project and professional development check-ins, as well as an initial and final annual review. All weighted staff ratings were based upon unbiased objective Performance Elements which included Learning & Development, Teamwork & Collaboration, Work Ethic & Effectiveness, Service, Communication & Professionalism, and, if applicable, Staff Management.

Overall, staff feedback on this review process was positive. The quarterly check-ins offered consistent, goal-based feedback, which was well-received and considered effective. As a result, this approach will continue for 2025.

Police

The Police Department saw an increase in our overall calls for service for December for a total of 664, compared to 447 calls for service for November. The total number of calls for service in 2024 was 6,819 vs 5,256 in 2023 and 4,407 calls in 2022.

Our investigative cases for December were thirteen. Most of these cases continue to be more complex cases requiring in-depth follow-up, multiple search warrants, and arrest warrants. Officers generally work the cases they get which gives everyone more experience in investigating cases. The total investigative reports for 2024 were 189 cases compared to 194 in 2023 and 162 in 2022.

We also had thirteen traffic contacts which included several vehicle crashes. The Community Services Officers issued 644 parking tickets for December with a total of 5,359 issued in 2024. The majority of these tickets were issued in Heritage Parking Garage for failed to purchase parking.

Some of the cases investigated this month include theft of construction signs, a civil issue – conflict between a person and a local business, and theft of a snowboard from outside a local restaurant.

A suspect was arrested in a domestic violence incident and another suspect was issued a summons and released for disorderly conduct. We responded to a couple of harassment calls, but no charges were filed. There were a total of six motor vehicle crashes, three were hit and run, meaning the violator failed to remain on the scene, we were able to identify one suspect and issued a summons.

The police department was able to continue our training in December with all staff participating in building search training (slow and deliberate, active shooter, hostage rescue) at a residence that is slated to be demolished. Everyone also completed yearly recertification for Taser and OC and Officer Uribe attended emergency vehicle operation training. For 2024 the 9 sworn officers were able to complete a total of 1,455 hours of ongoing training. This is possible in large part due to the Town Council's ongoing budget support for training. We have also been able to recoup costs from the POST board that almost double our available training dollars.

Economic Development and Communications

Many thanks to Molly Norton who hosted another hugely successful Community Dinner in early December. This has truly become a great community building event and way to strengthen our collective bond heading into the winter season. We also saw healthy participation in both the alcoholic beverage service and food safety trainings that were offered by the Town.

David Greensfelder of Greensfelder Real Estate Strategy visited Mountain Village in mid-December to conduct stakeholder interviews and field research as work progresses on the Town's Village Center Commercial Space Analysis. Greensfelder's work will continue over the next several months.

In collaboration with relevant Town departments, staff is working with 106W Logistics, who responded to the Town's RFQ for load and delivery services, to continue to evaluate the feasibility of a managed load and delivery program in Mountain Village.

Communications

We have officially kicked off our relationship with Slate Communications, who was selected through an RFP process to provide communications support to the Town. They bring a well-versed team with extensive government communications experience and will be a great asset to our communications and marketing efforts.

Questions for our upcoming community survey are being finalized with distribution being targeted for February.

Telluride Conference Center

The TCC hosted a holiday themed Dinner and a Movie series featuring 5 holiday themed films in the days before and after Christmas. Additionally, the TCC hosted a free New Year's Eve celebration that was produced by TMVOA, which offered a great option for ringing in the new year.

We are targeting carpet and paint replacement in the spring offseason, and a contract for HVAC replacement is also being finalized with work scheduled to be completed in the early summer.

IT

IT completed 80% of its off-season projects and is now in break and fix mode. The other will be completed in April-May of 2025. In addition, IT signed two statement of work agreements with Kivu. These two projects are set to begin immediately. May of 2025 is the tentative Cyber security response plan and tabletop exercises. Look forward to more updates regarding these two projects. IT continues to roll out CrowdStrike's mobile device protection and run security patches. Finally, the mobile policy has been updated and emailed to staff. Patrick Drew has been hired as the new Operational Technology Administrator. His immediate role is to help the Water department upgrade its systems.

Finance

The finance team is working on year end reporting requirements. We have completed processing W-2's and are working on 1099 reporting. We have started audit preparations and

will be meeting with the finance committee is late January or early February for a pre-audit meeting and to review preliminary year end projections.

With respect to VCA, the admin team is wrapping up TAHG grant close out compliance procedures. We are also working with the state on CDBG grant compliance requirements as we have several vacant units we are having difficulty filling due to low AMI limits. The maintenance team has been busy with winter snow removal and unit turnovers.

Town Manager

Housing

We are pleased to announce the hiring of Drew Nelson for the Housing Director role. Drew will be a great asset to the department. We will begin interviewing for an admin/housing admin position this month.

Meadowlark

All units are (almost) closed. The HOA is scheduled to have its first meeting soon. Our work with Triumph Development West is just about complete.

Ilium Housing

With the new year, our committee will regroup and discuss the three main issues of Ilium housing: fundraising, proforma scenarios and infrastructure costs/timeline.

Alexander Wastewater Treatment Update

We are waiting on a few materials related to the Alexander Property, trails, road access, and other details. The application for the subdivision exemption plat was put on a slight hold pending the wrapping up of understandings that are happening on the remnant Alexander Parcel. Completing the application will begin in earnest in the next few weeks.

Grants

The Town was awarded a \$560,000 grant by the Colorado Energy Office to install two, dual-port DCFC (Level 3) electric vehicle charging stations. These fast-charging stations will be located at the Gondola Parking Garage.

The Town was awarded a \$20,000 grant by the Colorado Department of Local Affairs (DOLA) to perform a geothermal and thermal energy network pre-feasibility study. The study evaluated the Town Hall Subarea and the Village Core as potential locations for thermal energy networks. The study's findings recommended the Town Hall Subarea as the focus of a final feasibility study. Town staff submitted a grant application in January for this next phase.

Town staff submitted a grant application for Mountain Munchkins improvements, inclusive of the facility expansion, Spanish translation and signage, and a new playground. Award notifications will be made at the end of February 2025.

Town staff are currently pursuing grant opportunities for water infrastructure, wildfire mitigation, e-bike sharing program feasibility, multimodal infrastructure, community facilities, and sustainable tourism.

Sustainability

Town staff provided public comment in support of the construction of a regional Municipal Recycling Facility (MRF) in Grand Junction. This project is moving forward and, once completed, is anticipated to reduce impacts associated with the current transport of our regional recyclables to Denver and Salt Lake City. This project also has potential to enable a competitive market in recyclables processing and for circular economies to develop around waste streams in western Colorado.

Waste Management has changed its recycling collection process from dual-stream to single-stream recycling. All recyclable material can now be put into one recycling bin; items no longer need to be sorted by material type. Town staff is working on educational campaigns and engagement opportunities for waste diversion. Recycling for plastic film and packaging continues to be available at Town Hall and the VCA Main Office. Holiday decorations recycling is also now available in Town Hall and the VCA Main Office for the month of January 2025. Town Hall is also accepting small electronic waste (e.g., cords, calculators, laptops, phones, etc.) for recycling. The Town continues to offer great incentive programs to assist our residents and businesses to realize energy savings and increase resiliency. The Building Energy, Solar, Composting, Smart Irrigation, and Fire Mitigation programs are ongoing, and more information can be found on the Town's website. The Climate Action Roadmap project is tracking for completion in mid-2025.



The following Business & Government Activity Report (BaGAR) is not accessible to assistive screen readers. For assistance in accessing and understanding this document, please email jvergari@mtnvillage.org or call 970-728-8000.



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

Activity - Village Court Apartments	2024 MONTH	Monthly Change	2024 YTD	2023 MONTH	Monthly Change	2023 YTD	YTD or MTD Variance	YTD or MTD Variance %
Occupancy Rate %	93.4%	-0.76%	94.65%	99.55%	0.00%	99.21%	-4.56%	-4.6%
# Vacated Units	4	1	50	3	3	25	25	100.0%
# Work Orders Completed	34	(12)	554	27	0	269	285	105.9%
# on Waiting List	221	(2)		172	0		49	28.5%
Activity - Public Works	2024 MONTH	Monthly Change	2024 YTD	2023 MONTH	Monthly Change	2023 YTD	YTD or MTD Variance	YTD or MTD Variance %
Service Calls	521	(311)	8,505	596	0	8,433	72	0.9%
Truck Rolls	167	(223)	2,532	252	0	3,198	(666)	-20.8%
Snow Fall - Inches	16	(14)	194	16	0	174	20	11.5%
Water Billed Consumption - Gallons	34,634,000	7,297,000	213,183,000	34,941,000	0	210,764,000	2,419,000	1.1%
Sewage Treatment - Gallons	8,127,000	3,670,000	75,274,000	4,936,000	0	97,230,000	(21,956,000)	-22.6%
Activity - Child Development Fund	2024 MONTH	Monthly Change	2024 YTD	2023 MONTH	Monthly Change	2023 YTD	YTD or MTD Variance	YTD or MTD Variance %
# Infants Actual Occupancy	6.23	0.21		5.82	(0.11)		0.42	7.1%
# Toddlers Actual Occupancy	8.38	(1.18)		7.90	0.56		0.49	6.2%
# Preschoolers Actual Occupancy	12.73	0.47		14.55	1.04		(1.82)	-12.5%
Activity - Transportation and Parking	2024 MONTH	Monthly Change	2024 YTD	2023 MONTH	Monthly Change	2023 YTD	YTD or MTD Variance	YTD or MTD Variance %
GPG Parking Utilization (% of total # of spaces occupied)	57.3%	34.70%	48.8%	68.90%	44.50%	52.4%	-3.6%	-6.9%
HPG Parking Utilization (% of total # of spaces occupied)	52.0%	32.90%	37.1%	63.10%	44.40%	49.1%	-12.0%	-24.4%
Parking Utilization (% of total # of spaces occupied)	50.6%	25.40%	45.9%	62.00%	35.10%	49.8%	-3.9%	-7.8%
Bus Routes - # of passengers	161	(1,835)	52,555	504	(4,012)	58,211	(5,656)	-9.7%
Paid Parking Revenues	\$161,466	\$120,977	\$1,035,344	\$132,810	\$102,255	\$738,278	\$297,066	40.2%
Activity - Human Resources	2024 MONTH	Monthly Change	2024 YTD	2023 MONTH	Monthly Change	2023 YTD	YTD or MTD Variance	YTD or MTD Variance %
FT Year Round Head Count	97	(4)		102	2		(5)	-4.9%
Seasonal Head Count (FT & PT)	3	2		4	1		(1)	-25.0%
Gondola FT YR, Seasonal, PT YR Head Count	65	8		55	8		10	18.2%
Total Employees	165	6		161	11		4	2.5%
Gondola Overtime Paid - Hours	148	(548)	4,385	303	(33)	4,148	237	5.7%
Other Employee Overtime Paid - Hours	87	(237)	2,152	120	(13)	1,447	705	48.7%
Total # New Hires	8	(15)	99	7	(17)	96	3	3.1%
# Terminations	2	(6)	75	4	3	81	(6)	-7.4%

Seasonal EE's: Gondola Ops, Parking, Plaza New Hires: 2 Seasonal Gondola Operators, 3 Seasonal Gondola Cabin Attendants, 1 FT Vehicle Mtn Mechanic, 1 Seasonal Plaza Mtn Specialist Terms: 1 Seasonal Gondola Operator, 1 FT Gondola Operator Reason for Terms: Terminated

Activity - Communications & Business Development	2024 MONTH	Monthly Change	2024 YTD	2023 MONTH	Monthly Change	2023 YTD	YTD or MTD Variance	YTD or MTD Variance %
Town Hosted Meetings	5	(2)	76	5	(2)	75	1	1.3%
Email Correspondence Sent	17	3	217	15	(9)	209	8	3.8%
E-mail List - #	8,390	66		8,520	(8)		(130)	-1.5%
Ready-Op Subscribers	2,267	24		2,180	0		87	4.0%
News Articles	18	(30)	331	29	10	227	104	45.8%
Press Releases Sent	3	0	40	4	0	52	(12)	-23.1%
Activity - Gondola and RETA	2024 MONTH	Monthly Change	2024 YTD	2023 MONTH	Monthly Change	2023 YTD	YTD or MTD Variance	YTD or MTD Variance %
Gondola # of Passengers	290,921	244,477	3,126,851	296,643	244,655	3,114,789	12,062	0.4%
Chondola # of Passengers	28,977	26,931	171,498	32,844	32,844	136,593	34,905	25.6%
RETA fees collected by TMVOA	\$ 144,675	\$ (408,849)	\$ 11,034,473	\$ 778,214	\$ 352,049	\$ 11,892,075	(\$857,602)	-7.2%
Activity - Police	2024 MONTH	Monthly Change	2024 YTD	2023 MONTH	Monthly Change	2023 YTD	YTD or MTD Variance	YTD or MTD Variance %
Calls for Service	664	217	6,376	480	(36)	5,237	1,139	21.7%
Investigations	13	(3)	187	27	21	192	(5)	-2.6%
Alarms	17	0	181	18	9	172	9	5.2%
Arrests	1	0	21	5	3	32	(11)	-34.4%
Summons	1	(1)	23	1	1	22	1	4.5%
Traffic Contacts	13	7	131	13	4	146	(15)	-10.3%
Traffic Tickets Written	1	1	12	2	2	17	(5)	-29.4%
Parking Tickets Written	629	508	5,180	532	257	5,249	(69)	-1.3%
Administrative Dismissals	58	51	540	2	1	51	489	958.8%



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

Activity - Building/Planning	2024 MONTH	Monthly Change	2024 YTD	2023 MONTH	Monthly Change	2023 YTD	YTD or MTD Variance	YTD or MTD Variance %
Community Development Revenues	\$166,943	(\$1,657)	\$3,576,309	\$419,884	\$236,756	\$1,938,922	\$1,637,387	84.4%
# Permits Issued	15	(3)	241	11	(21)	409	(168)	-41.1%
Valuation of Mtn Village Remodel/New/Additions Permits	\$5,790,222	\$424,956	\$129,098,828	\$10,502,736	\$723,964	\$72,678,099	\$56,420,729	77.6%
Valuation Mtn Village Electric/Plumbing/Other Permits	\$43,947	(\$115,374)	\$4,916,800	\$23,300	(\$481,217)	\$8,573,516	(\$3,656,717)	-42.7%
# Inspections Completed	370	(162)	3,775	202	(45)	4,102	(327)	-8.0%
# Design Review/Zoning Agenda Items	9	1	128	8	3	136	(8)	-5.9%
# Staff Review Approvals	37	(17)	719	33	(26)	513	206	40.2%
Activity - Vehicle Maintenance	2024 MONTH	Monthly Change	2024 YTD	2023 MONTH	Monthly Change	2023 YTD	YTD or MTD Variance	YTD or MTD Variance %
# Preventive Maintenance Performed	175	159	163	21	0	216	(53)	-24.5%
# Repairs Completed	33	5	234	12	0	223	11	4.9%
Special Projects	2	0	23	1	0	20	3	15.0%
# Roadside Assists	0	0	0	0	0	2	(2)	-100.0%
Activity - Finance	2024 MONTH	Monthly Change	2024 YTD	2023 MONTH	Monthly Change	2023 YTD	YTD or MTD Variance	YTD or MTD Variance %
# Other Business Licenses Issued	6	(51)	1,357	12	(2)	1,216	141	11.6%
# Privately Licensed Rentals	0	0	95	0	(5)	125	(30)	-24.0%
# Property Management Licensed Rentals	4	(6)	557	7	1	525	32	6.1%
# Unique Property Advertisements Listings for MV	0	(632)		685	685		(685)	-100.0%
% of Paperless Billing Customers	62.33%	-2.38%		55.79%	-5.43%		6.5%	11.7%
# of TMV AR Bills Processed	1,099	42	13,546	1,140	106	20,696	(7150)	-34.5%

Accounts Receivable						Other Stats		
	TMV Operating Receivables (includes Gondola funding and childcare)		Utilities - Water/Sewer		VCA - Village Court Apartments			
Current	\$544,391	80.1%	486,187	97.9%	\$16,428	52.2%	Population (estimated) 1,434 (Active) Registered Voters 695 Assessed Property Valuation 430,319,955	
30+ Days	32,178	4.7%	2,983	0.6%	12,186	38.7%		
60+ Days	6,744	1.0%	3,073	0.6%	-	0.0%		
90+ Days	7,256	1.1%	2,827	0.6%	2,867	9.1%		
over 120 days	89,339	13.1%	1,589	0.3%	-	0.0%		
Total	\$ 679,908	100.0%	\$ 496,659	100.0%	\$ 31,481	100.0%		
	Construction Parking		Total All AR		Change Since Last Month - Increase (Decrease) in AR			
Current	\$4,018	56.9%	\$ 1,051,024	86.5%	\$ 137,097	93.4%		
30+ Days	1,845	26.1%	49,192	4.0%	16,900	11.5%		
60+ Days	1,171	16.6%	10,988	0.9%	(3,388)	-2.3%		
90+ Days	25	0.4%	12,975	1.1%	(795)	-0.5%		
over 120 days	-	0.0%	90,928	7.5%	(3,104)	-2.1%		
Total	\$7,059	100.0%	\$ 1,215,107	100.0%	\$ 146,710	100.0%		

Glenwood Springs Office
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GARFIELD & HECHT, P.C.
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MEMORANDUM

TO: Town of Mountain Village
FROM: Garfield & Hecht, P.C.
RE: Proposed Ordinance to Amend Town Use Tax Code
DATE: January 13, 2025

Chapter 3.16 of the Town Municipal Code addresses the imposition and administration of a use tax on construction materials. The voters of Mountain Village approved a use tax in a TABOR election in 1996 at the rate of 1.5% and increased it to 4.5% by another election in 2007. In 2012, the Town adopted an ordinance intended to clarify the administration of the tax. The tax can be calculated in either of two ways: (1) by assuming that the value of the materials will be 40% of the total valuation of the construction project; or (2) by reviewing invoices or other documentation to determine the actual value of just the materials.

The current version of Chapter 3.16 of the Municipal Code refers to the three ordinances, but there are some typos that may create confusion. For example, Section 3.16.020(H) in the Municipal Code defines “Valuation” as the total value of the work for which a permit is issued, but it goes on to state that this definition “is intended to conform with the definition of Valuation in Ordinance Number 1996-15... as further clarified in Section 3 below.” This language cross-referencing “Section 3” appeared in Ordinance 2012-01. However, there is no “Section 3” of Chapter 3.16 of the Municipal Code. You would have to review the actual text of the ordinance to understand that reference.

The proposed ordinance included in the Council packet for January 16, 2025, amends the Municipal Code to fix clerical errors and to clarify the original intent and current administration of the use tax. We are not suggesting any changes to the underlying ordinances that enacted the use tax, nor could we without a TABOR election. **The proposed ordinance does not change the use tax rate, does not impose any new tax, and would not change how staff administers the use tax today.** This is a code cleanup issue.

RECOMMENDATION

We recommend passing a motion to approve the ordinance on first reading as presented in the packet and to set a public hearing and second reading for the February Council meeting.

ORDINANCE NO. 2025-__

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, this Ordinance does not impose a new tax.

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

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

Section 2. Amendment. The Town Council hereby amends Section 3.16 of the Code as set forth in Exhibit A, attached hereto and incorporated by reference herein, with deletions marked by ~~strike throughs~~ and insertions marked by underlines.

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

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

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

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

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

TOWN OF MOUNTAIN VILLAGE:

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

By: _____
Martinique Prohaska, Mayor

ATTEST:

Susan Johnston, Town Clerk

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village,
Colorado this ___ day of _____, 2025.

TOWN OF MOUNTAIN VILLAGE:

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

By: _____
Martinique Prohaska, Mayor

ATTEST:

Susan Johnston, Town Clerk

Approved as to Form:

David McConaughy, Town Attorney

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

1. The attached copy of Ordinance No. 2025-__ ("Ordinance") is a true, correct, and complete copy thereof.
2. The Ordinance was introduced, read by title, approved on first reading and referred to public hearing by the Town Council the Town ("Council") at a regular meeting held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on _____, 2025, by the affirmative vote of a quorum of the Town Council as follows:

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

3. After the Council's approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on _____, 2025 in accordance with Section 5.2(d) of the Town of Mountain Village Home Rule Charter.
4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on _____, 2025. At the public hearing, the Ordinance was considered, read by title, and approved with amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

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

5. The Ordinance has been republished as required by the Charter on _____, 2025, signed by the Mayor, sealed with the Town seal, attested by me as Town Clerk, and duly numbered and recorded in the official records of the Town.

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

Susan Johnston, Town Clerk
(SEAL)

Exhibit A

Chapter 3.16

USE TAX

Sections:

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

3.16.010 Definitions.

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

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

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

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

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

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

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

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

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

3.16.020 General Provisions.

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

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

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

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

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

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

3.16.030 Collection, Administration and Enforcement.

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

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

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

C. *Determination of Initial Valuation.*

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

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

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

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

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

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

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

D. *Reconciliation to Determine Final Valuation.*

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

3.16.040 Severability.

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

3.16.050 Exemptions.

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

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

3.16.060 Required Record Keeping.

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

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

3.16.070 Violations and Penalty.

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

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

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

3.16.080 Chapter Effect.

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

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

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

~~1. Section 1: Definitions~~

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

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

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

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



Agenda Item 10
COMMUNITY DEVELOPMENT DEPARTMENT
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 369-8250

TO: Mountain Village Town Council

FROM: Drew Nelson, AICP, Housing Director

FOR: Mountain Village Town Council Meeting of January 16, 2025

DATE: January 8, 2025

RE: Staff Memo – First Reading, Setting of a Public Hearing, and Council Vote on an Ordinance to Consider a Rezone and Density Transfer Application for Lot 908 Per Community Development Code Sections 17.4.9 and 17.4.10 – Continued from the November 21, 2024, and December 12, 2024, Regular Meetings

BACKGROUND: The applicant has requested withdrawal of this application from the Town Council's consideration (please see attached message).

RECOMMENDED MOTION: No motion by the Town Council is necessary.

From: [Stephanie L. Fanos](#)
To: [Drew Nelson](#); [Amy Ward](#)
Subject: Lot 908
Date: Monday, January 6, 2025 4:16:31 PM
Attachments: [image001.png](#)

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

The owners of Lot 908 have decided to pivot and pull the rezoning application and move to a replat application. I'll be submitting a new application for a pre-app meeting as soon as Jeff Haskell can pull together the plat.

This replat will include the replat of 908 as well as Lots 901-R2 and 902-R2. Amy---you may recall that 901-R2 and 902-R2 had submitted a replat application along with an application for a second curb cut for 901-R2 and the replat application was pulled when the second curb cut application was denied by DRB. They've worked through some planning to expand the existing residence on 901-R2 and to add a caretaker unit. There isn't enough land area on 901-R2 for the expansion and the caretaker unit due to the wetlands and terrain. So they will combine the two replats together in one application, with a portion of Lot 908 going to Lot 904 and a portion of Lot 908 being merged into the combined 901/902 land area.

Let me know if you need anything more formal to withdraw the rezoning application for Lot 908.

Stephanie L. Fanos, Esq.
The Law Offices of Stephanie L. Fanos



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e. stephanie@fanoslegal.com
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m. PO Box 3600 Telluride, Colorado 81435

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Agenda Item No.11
COMMUNITY DEVELOPMENT DEPARTMENT
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 369-8250

TO: Mountain Village Town Council
FROM: Drew Nelson, AICP, Housing Director
FOR: Town Council Meeting – January 16, 2025
DATE: January 9, 2025
RE: Consideration of a Resolution Approving a Height Variance Application for Lot 1 61A-R2, Unit 1, TBD Raccoon Lane, Pursuant to CDC Section 17.4.16

Staff is requesting that this be continued to the February 20, 2025, Town Council Meeting

BACKGROUND: Staff is requesting a continuation of the Consideration of a Resolution Approving a Height Variance Application for Lot 161A-R2, Unit 1, TBD Raccoon Lane, Pursuant to CDC Section 17.4.16. The memo is being provided not to open the public hearing but solely for the purpose of the Town Council providing a motion to continue to the February 20, 2025, meeting date.

Council also has the ability to table the item, which would require the applicant to re-notice the project at a time in the future.

RECOMMENDED MOTION: I move to continue the Consideration of a Resolution Approving a Height Variance Application for Lot 161A-R2, Unit 1, TBD Raccoon Lane, Pursuant to CDC Section 17.4.16, to the regular February 20, 2025, Town Council Meeting.



Agenda Item No.12
COMMUNITY DEVELOPMENT DEPARTMENT
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 369-8250

TO: Mountain Village Town Council
FROM: Drew Nelson, AICP, Housing Director
FOR: Town Council Meeting – January 16, 2025
DATE: January 9, 2025
RE: Consideration of a Resolution Approving a Major Subdivision for Lot 161A-R2, Unit 1, Pursuant to Section 17.4.13 of the CDC

Staff is requesting that this be continued to the February 20, 2025, Town Council Meeting

BACKGROUND: Staff is requesting a continuation of the Consideration of a Resolution Approving a Major Subdivision for Lot 161A-R2, Unit 1, Pursuant to Section 17.4.13 of the CDC. The memo is being provided not to open the public hearing but solely for the purpose of the Town Council providing a motion to continue to the February 20, 2025, meeting date.

Council also has the ability to table the item, which would require the applicant to re-notice the project at a time in the future.

RECOMMENDED MOTION: I move to continue the Consideration of a Resolution Approving a Major Subdivision for Lot 161A-R2, Unit 1, Pursuant to Section 17.4.13 of the CDC, to the regular February 20, 2025, Town Council Meeting.



Agenda Item No.13
COMMUNITY DEVELOPMENT DEPARTMENT
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 369-8250

TO: Mountain Village Town Council
FROM: Drew Nelson, AICP, Housing Director
FOR: Town Council Meeting – January 16, 2025
DATE: January 9, 2025
RE: First Reading, Setting of a Public Hearing, and Council Vote on an Ordinance Regarding a Rezoning of Lot 161A-R2, Unit 1, TBC Raccoon Lane, Pursuant to Section 17.4.9 of the CDC

Staff is requesting that this be continued to the February 20, 2025, Town Council Meeting

BACKGROUND: Staff is requesting a continuation of the First Reading, Setting of a Public Hearing, and Council Vote on an Ordinance Regarding a Rezoning of Lot 161A-R2, Unit 1, TBC Raccoon Lane, Pursuant to Section 17.4.9 of the CDC. The memo is being provided not to open the public hearing but solely for the purpose of the Town Council providing a motion to continue to the February 20, 2025, meeting date.

Council also has the ability to table the item, which would require the applicant to re-notice the project at a time in the future.

RECOMMENDED MOTION: I move to continue the First Reading, Setting of a Public Hearing, and Council Vote on an Ordinance Regarding a Rezoning of Lot 161A-R2, Unit 1, TBC Raccoon Lane, Pursuant to Section 17.4.9 of the CDC, to the regular February 20, 2025, Town Council Meeting.



MOUNTAIN VILLAGE HOUSING AUTHORITY

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

TO: Mountain Village Town Council
FROM: Drew Nelson, AICP, Housing Director
DATE: January 9, 2025
RE: Work Session Regarding Expansion of the YES Program

Executive Summary: The Mountain Village Town Council has expressed interest in coordinating with the Telluride Foundation on expanding opportunities for down payment assistance and deed restricted properties within the R-1 School District. Staff is requesting to fine-tune the Council's direction before proposing formal action.

BACKGROUND:

At the December 12, 2024, Town Council meeting, the Council held a work session to discuss the possibility of expanding the YES (Your Equity Support) Program to include properties within the R-1 School District boundaries, including Rico. This would be done in conjunction with the Telluride Foundation's proposed down-payment assistance program for homebuyers in the region. The Town Council asked a number of questions during the last meeting that Town staff wants to ensure get answered through any proposed changes to the YES Program

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

ANALYSIS:

During the Town Council discussion on this matter on December 12, the Council provided a variety of input on the YES Program and potential changes. Staff catalogued the comments following the meeting and wants to be sure the nuances of the Council's intentions are reflected in any proposed update to the YES Program. The following components are Town staff's understanding of the Council's direction:

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

- The deed restriction would be modified to include price caps that mimic those used with the Meadowlark deed restriction (4% annual appreciation). Currently, there are no price caps associated with the YES Program.
- The Town Council would remain committed to the YES Program for the remainder of 2025 to observe how the Program interacts with the Telluride Foundation's proposed down payment assistance program. It was expressly noted that the Town's continued participation in the YES Program is geared toward supporting the Telluride Foundation's new program, and the two different modalities can augment each other for homebuyers.
- Other options that the Town Council discussed for consideration, but were ultimately not prioritized:
 - Tightening employment qualifications to drive employment closer to Mountain Village. This may be problematic as employment can be fluid within the region, and while someone may live and work in a community elsewhere in the R-1 District currently, they may be employed in the future in Mountain Village or may sell to an employee who works in Mountain Village, securing the much needed deed restricted property to assist the workforce. A deed restriction with a requirement to work in Mountain Village may be too much to ask for the amount of funding available through the program.
 - The Town Council may desire for the YES Program to be more of a regional collaborative program, with other communities and entities participating at a similar level to pool funds for greater impact.
 - Should there continue to be a lack of interested qualified participants, the Town Council may determine for 2026 and beyond to focus on projects currently in the Town's queue (i.e. Ilium).
 - Should there be an expansion of the program to locations where some of the Town's employees have located, such as within the SMART District? While an option, and the Town's down payment assistance program for employees allows for assistance on purchases from Olathe to Cortez, this may be problematic for long-term assistance for the Mountain Village workforce and for deed restriction compliance checks due to distance from Mountain Village.

FINANCIAL CONSIDERATION:

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

CONCLUSION:

As noted previously, Town staff wanted to confirm the Town Council's intentions for changes to the YES Program. Staff respectfully requests confirmation of these program components and will bring a revised Resolution to the February Town Council meeting for your consideration.



TO: Mountain Village Town Council
FROM: Claire Perez, Planner II
FOR: Town Council Public Hearing; January 16, 2025
DATE: January 2, 2025
RE: Work Session Regarding a Road Right of Way Encroachment at Lot 7, TBD Vischer Drive, Mountain Village

APPLICATION OVERVIEW: Road Right-of-way Encroachment - Lot 7

PROJECT GEOGRAPHY

Legal Description: LOT 7 TELLURIDE MOUNTAIN VILLAGE FILING 1 CONT .29 AC

Address: TBD Vischer Drive

Applicant/Agent: Chris Hawkins, Alpine Planning, LLC

Owner: Gary Olin Giles Living Trust

Zoning: Single-Family

Existing Use: Vacant

Proposed Use: Single-Family

Lot Size: .29 acres, 12,632.4 sq. ft.

Adjacent Land Uses:

- **North:** Multi-family
- **South:** Active Open Space
- **East:** Single Family
- **West:** Active Open Space/Multi Family

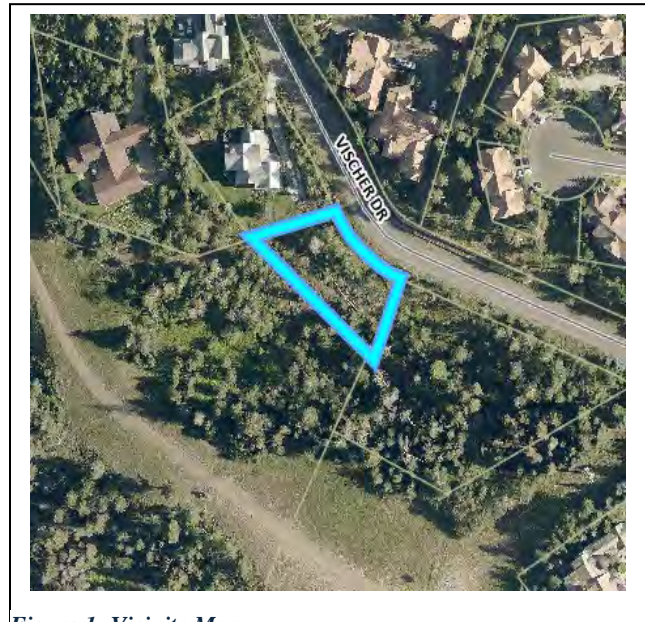


Figure 1: Vicinity Map

ATTACHMENTS

Exhibit A: Applicant Narrative

Exhibit B: Plan Set

Exhibit C: Staff Referral comments

Case Summary: Chris Hawkins of Alpine Planning, on behalf of the owner, Gary Olin Giles Living Trust is requesting a work session to discuss an encroachment into the road right-of-way for a portion of driveway with associated retaining walls and soil nails at Lot

7, TBD Vischer Drive. The Town Council previously conducted a work session for the proposed right of way encroachments at the October 19, 2023, regular Town Council meeting. The Design Review Board has not reviewed an application for this lot yet, the applicant wanted to better understand the opinion of Town Council regarding the encroachment before moving ahead with any further development of the design drawings necessary for a full architectural review.

The Lot lies to the SW and downhill from Vischer Drive. A significant portion of the lot has steep slopes over 30% which further complicates the design considerations for this site.

Alternatives were considered, such as pushing the home further west (downhill), but the further down the hill the home goes, the steeper the driveway would get. The driveway as currently proposed has a maximum 11.57% grade. A 12% slope is the maximum allowable with specific approval by the Fire Marshall.

The regulations state that if staff determines a road right-of-way encroachment to be substantial then it should be reviewed by Town Council for approval as a Class 5 Review. The CDC also outlines that the application would be referred to the public works director or fire marshal, as applicable. Other criteria are listed at 17.3.22.1-5. The CDC states that if approved the lot owner must enter into a license agreement in the form and manner set forth by the Town, to capture all encroachments.

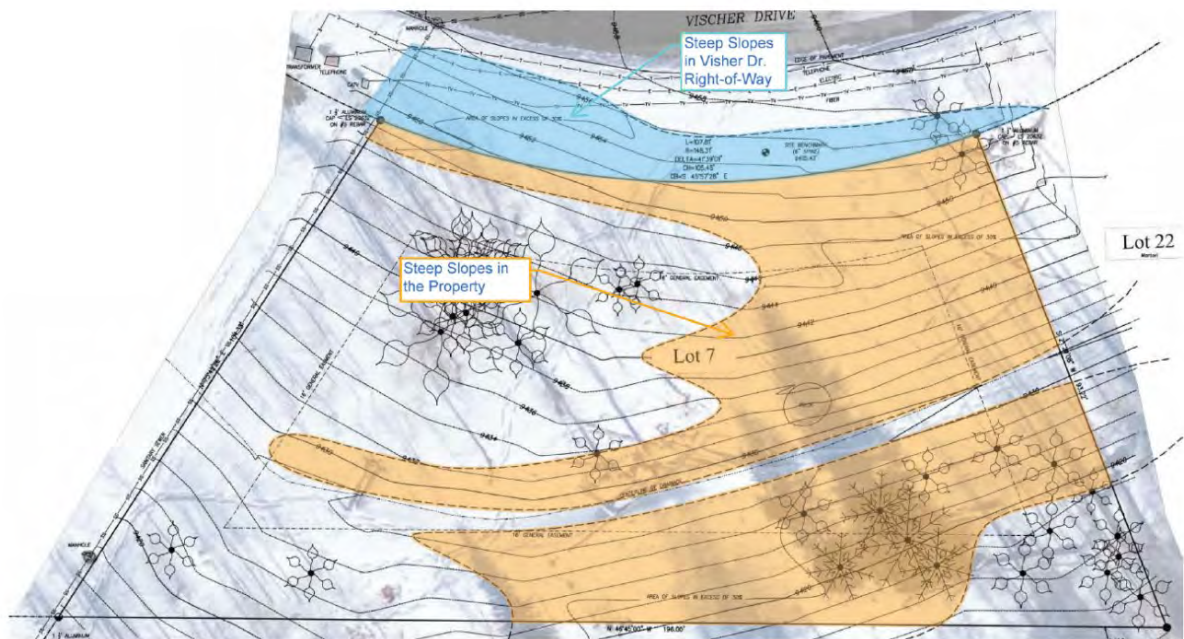


Figure 2: Steep Slope Map

Staff: This lot is challenging for development. Steep slopes cover 47% of the lot.

The plan set has been revised in response to the previous work session. The driveway encroachments were removed from the eastern General Easement line. The home was also reduced from 11,691 sq. ft. to 7,253 sq. ft. This reduced the site coverage from 5,052.96 sq.ft. (40%) to 4,146.7 sq. ft. (32.83%).

The following shows the revised driveway plan. The encroachment area is highlighted in yellow. The light blue line indicates the property boundary. The soil nails are shown in red extending to the middle of Vischer Drive.

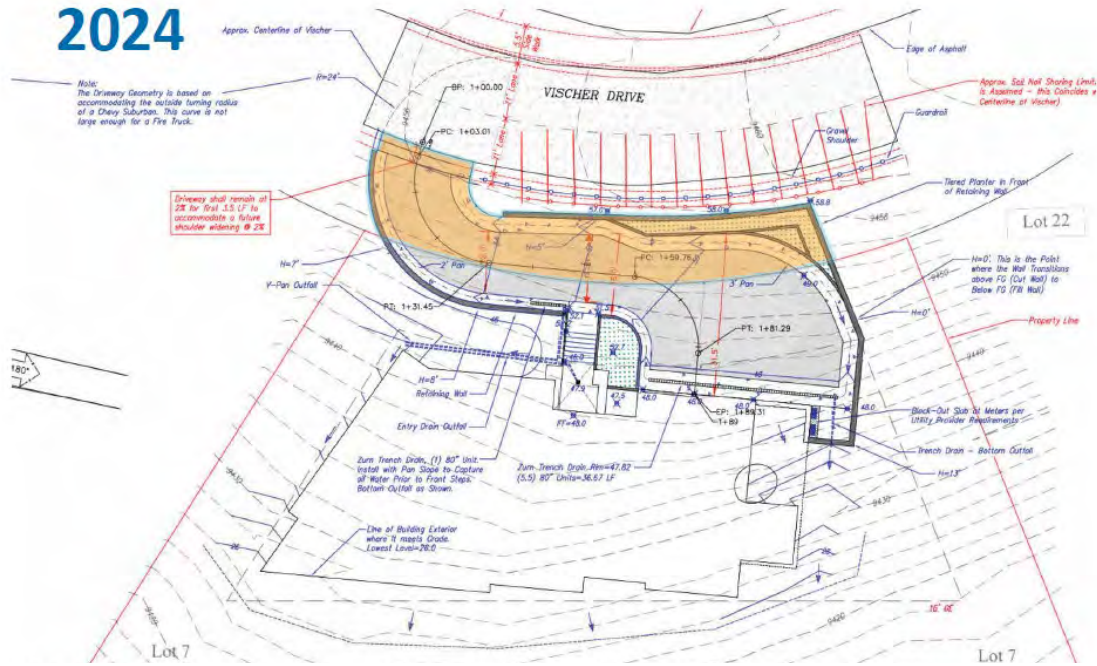


Figure 4: 2024 Civil Plan

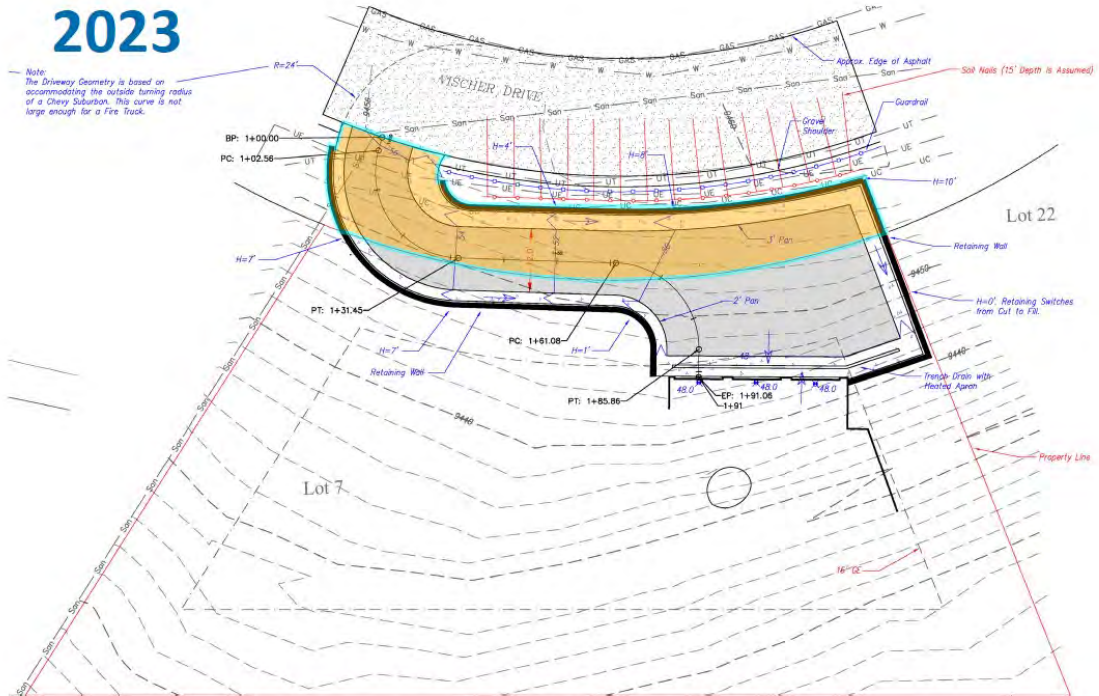


Figure 5: 2023 Civil Plan

A bridge driveway design is an alternative option to the proposed designs shown above. There are a few homes within Mountain Village that utilize a bridge driveway. For example, lot AR58R on Adams Way has a bridge driveway design. A bridge driveway would not eliminate the need for the road right of way encroachment.



Figure 5: Example of Bridge Access Design

RECOMMENDATION

A conceptual work session is a process that allows for the Town Council to provide an informal, non-binding review of a conceptual development proposal. The Council shall evaluate a proposed concept based on the applicable criteria for decision in the future. Any comments or general direction given by the Council shall not be considered binding or represent any warranties or guarantees of approval of any kind. No formal action is taken by the Town Council on conceptual work sessions.

Staff recommends the Council review and evaluate the proposed concept plans based on the applicable criteria for decision for the future development application and provide non-binding feedback and direction to the applicant regarding the encroachment request being made.

/cp

Lot 7 Right-of-Way Encroachment Town Council Work Session



October 15, 2024



Background

The Gary Olin Giles Living Trust dated 8/26/2021 (“**Owner**”) is the owner of property that is legally described as Lot 7, Town of Mountain Village Filing No. 1 (“**Property**”). The Property vicinity map is shown in Figure 1. The Property is small containing 0.29 acres (12,632.4 sq. ft.). The Property has a high USGS elevation of approximately 9456 in the eastern corner adjacent to the Vischer Drive Right-of-Way and a low USGS elevation of approximately 9412 in the southern corner for an overall elevation change of 44 feet with a 47% grade on the southeast side of the Property. The Property and the abutting Vischer Drive Right-of-way contain steep slopes that are 30% or greater as shown in Figure 2. The Property contains approximately 5,921 sq. ft. of steep slope areas or 0.14 acres of land representing approximately half (47%) of the Property area. The steep slopes in the right-of-way and the Property makes driveway access to this small property very difficult.

The Town Council conducted a work session on the proposed right-of-way encroachments at the October 19, 2023 meeting with the following general questions and comments, with our responses shown in blue text:

1. Will granting the encroachment preclude future uses of the right-of-way, such as for a sidewalk or to use the road to access other development by the golf course parking area. **Since the last work session, the team surveyed the full width of the Vischer Drive 60-foot right-of-way. The revised civil engineering plans show two (2) 11’ foot wide travel lanes for a 22-foot-wide roadway with two foot shoulders on either side. This pavement width and shoulder design meets the Roadway Standards in CDC Section 17.6.6 as more specified under Figure 6-2 as shown in Figure 2. Thus, any future use on Telluride Ski and Golf, LLC Course land to the north may use Vischer Drive as constructed and the encroachments will not preclude such future uses. There is also room to construct a sidewalk on the north side of the road as conceptually shown on Sheet C2.1. The proposed encroachments will also not interfere with existing utility use of the Vischer Drive Right-of-Way. Soil nailing is proposed approximately 15 feet deep below the road surface that is under the sewer and water lines, and well below electric, gas and telecommunications shallow utilities.**
2. Will a smaller home would result in less or no encroachments? **The simple answer is no because home access on the Property by a normal driveway leading to the main home entry and garage should occupy the proposed area of encroachment. It is not possible to push the driveway further down the grade into the building envelope formed by the 16-foot General Easement, with the proposed driveway grade at 11.57%. Pushing the driveway down the hillside will increase the grade beyond the maximum allowed 5% at the entry and 12% grade due to the steep slopes.**
3. What are the alternatives to the proposed driveway access? **There are only two options for driveway access: Option 1. The proposed driveway design provides a typical Mountain Village driveway to the main home entrance and garage area; or Option 2. Bridge access to an elevated second or third story garage. Option 1 provides the Owner with the desired sense of arrival and main pedestrian entry to the home that is more in line with the Mountain Village Design Theme with a subordinate garage design and the home stepped into the topography. Option 2 introduces a bridge driveway access to a garage and home entry that dominates the design and may be the first such design in the town. Option 2 does not provide a vernacular design or the typical Mountain Village sense of arrival or entry to the home. Option 1 provides for a more aesthetically pleasing driveway to the home that steps down with the topography while Option 2 is not aesthetically appealing with elevated garage above the main home and bridge connector dominating the design as viewed front the streetscape. Option 2 may also require a height variance from the Town. The Option 1 home design is shown in Figure 4. The Option 2 bridge access concept is shown in Figure 5.**



Figure 1. Vicinity Map

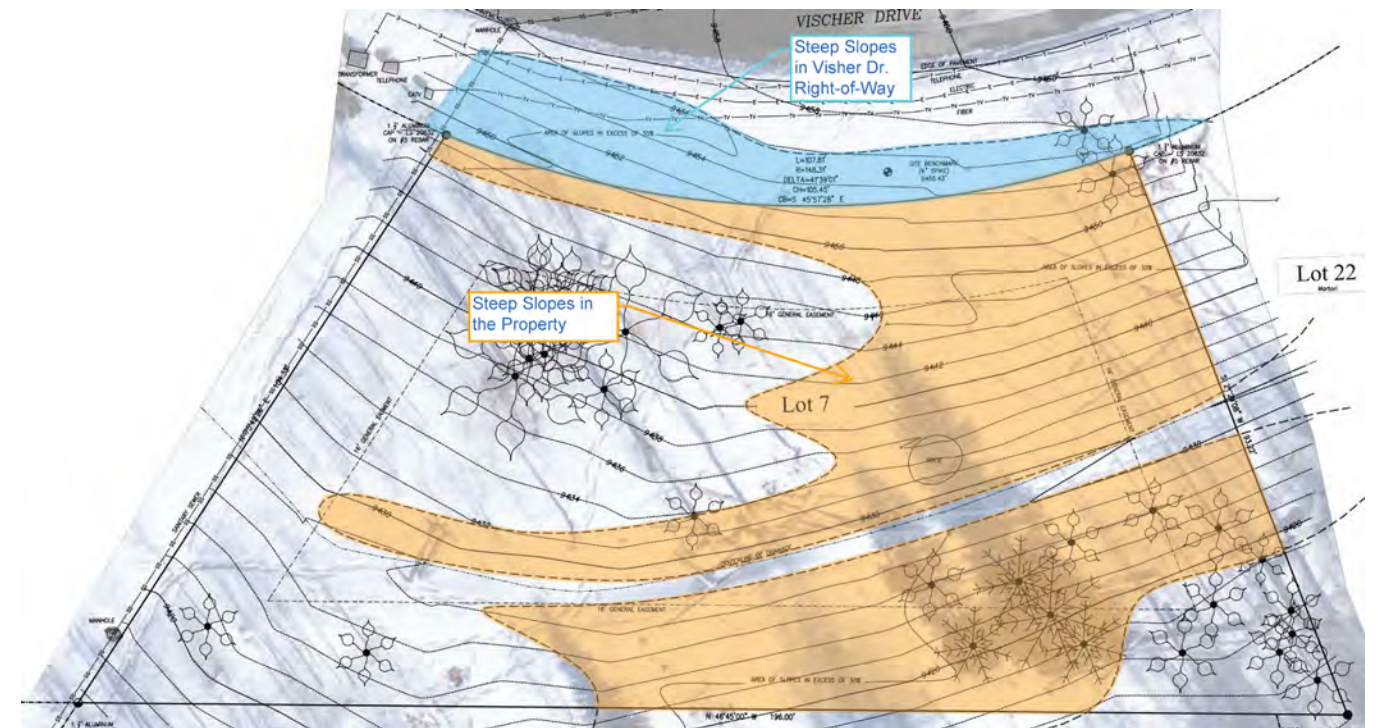


Figure 2. Steep Slopes Map

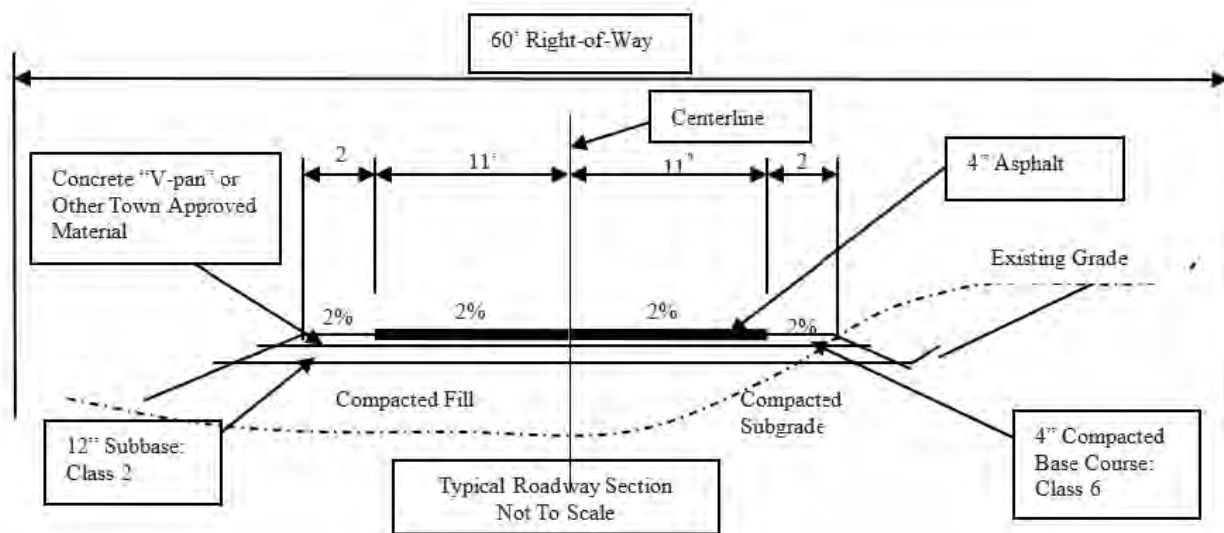


Figure 3. CDC Roadway Design Specifications

4. Will a second or third story garage with any needed height variance decrease or eliminate the encroachments with more of a straight driveway access? [Please refer to the response under No. 2 above. The short answer is no.](#)
5. Can the amount of encroachment be reduced? [There is no way to reduce the amount of driveway encroachments into the Visher Drive Right-of-Way and provide a vernacular driveway and home design as discussed under No. 2 and No. 3 above.](#)

The architectural and civil plans for the Property have been revised from the work session. The driveway encroachments in the Visher Drive Right-of-Way have been pulled back from the southern General Easement line as shown in the comparative plans in Figure 6. The home footprint and associated floor area have also been reduced from 11,691 sq. ft. to 7,253.5 sq. ft., a reduction of approximately 38%. The maximum site coverage for the proposed home of 40% has correspondingly been reduced from 5,052.96 sq. ft. (40%) to 4,146.7 sq. ft. (32.83%).

The Owner is requesting a new work session with the Town Council on the needed driveway improvements in the right-of-way pursuant to Community Development Code (“CDC”) Section 17.3.22, Right-of-Way and Town-Owned Access Tract Encroachment Agreement Requirements.

CDC Section 17.3.22 states:

1. “For any new development on a privately owned lot that includes ancillary and associated improvements proposed to be located on or projecting into and/or over right-of-way or Town-owned access tracts, the review authority shall first review, and if approved, require the lot owner to enter into a Revocable Encroachment Agreement with the Town that includes indemnification for the Town from liability that may arise from such encroachments.
2. The Planning Division shall be responsible for referring development applications with ancillary or associated improvement encroachments into the right-of-way or Town-owned access tracts to the Town Public Works Department and Fire Department, as applicable. If it is determined by Town staff that the encroachment is insubstantial, then the Planning Division shall finalize the



Figure 4. Option 1 Vernacular Access Design + Sense of Arrival



Figure 5. Option 2 Example of Bridge Access Design

Revocable Encroachment Agreement with the applicant. If the encroachments are determined to be substantial by Town Staff, the Lot owner shall request approval from Town Council, as a Class 5 application, to allow the encroachments to be approved and for the Lot owner to enter into a Revocable Encroachment Agreement with the Town.

3. The encroachment agreement shall be in form and manner set forth by the Town and shall be recorded in the San Miguel County Clerk and Recorder's Office at the applicant's expense.
4. The encroachment agreement shall be executed and recorded prior to the Final Planning Inspection for any building permit or development permit..."

Town staff determined the needed encroachments are substantial and therefore must be approved by the Town Council per CDC Section 17.2.22 (2).

Encroachment Justification

The driveway, retaining wall and soil nailing encroachments are needed because the steep slopes, small lot size and the need to provide a more vernacular home and driveway design. Option 2 would create a bridge driveway design that does not fit into the community with the bridge and garage door dominating the home and site design that does not provide for reasonable/typical use of the Property because there is no sense of arrival to a main entry. There is no way to push the driveway into the building envelope due to the steep slopes, with the current driveway designed close to the maximum grade of 12%.

The Property owner should be allowed to design a home within the Property's building envelope that is framed by the 16-foot General Easements and have a normal Mountain Village driveway leading to the home's main entry with sense of arrival and subordinate garage area. The driveway must also be designed with tall retaining walls that necessitate soil nailing into the right-of-way below the Town's deep utilities.

The Town's encroachment permits are revocable should the Town need to alter the proposed improvements in the future, with the Owner required to remove the encroachments, redesign the encroachments if needed, and repair the encroachments if there is no design change to the right-of-way. It is very unlikely for a sidewalk to be proposed down Visher Drive because it is a low volume road; however, there is room for a sidewalk on the east side of the road as shown on the civil plan.

The Mountain Village Comprehensive Plan ("Plan") envisions the TSG land at the end of Visher Drive as Limited Use Ski Resort Active Open Space that is only for the following land uses:

"Limited Use Ski Resort Active Open Space: Provide open space areas with limited use ski resort active open space areas, located in the ski runs falling from Chair 10, which includes a mix of ski resort uses and activities, such as snowmaking systems, ski events, tramways and facilities and similar uses with the open character of such areas maintained over time. Limited golf course uses consistent with the Limited Use Golf Course Active Open Space are also allowed where the current golf course is located."

The Plan does not envision any intensive future uses that would require improvements to Visher Drive. Even if the Plan were amended in the future to allow for intensive uses, Visher Drive is designed in accordance with the Town Roadway Design Specifications, and there is room to construct a sidewalk on the east side of the road if it is ever desired by the Town in the future.

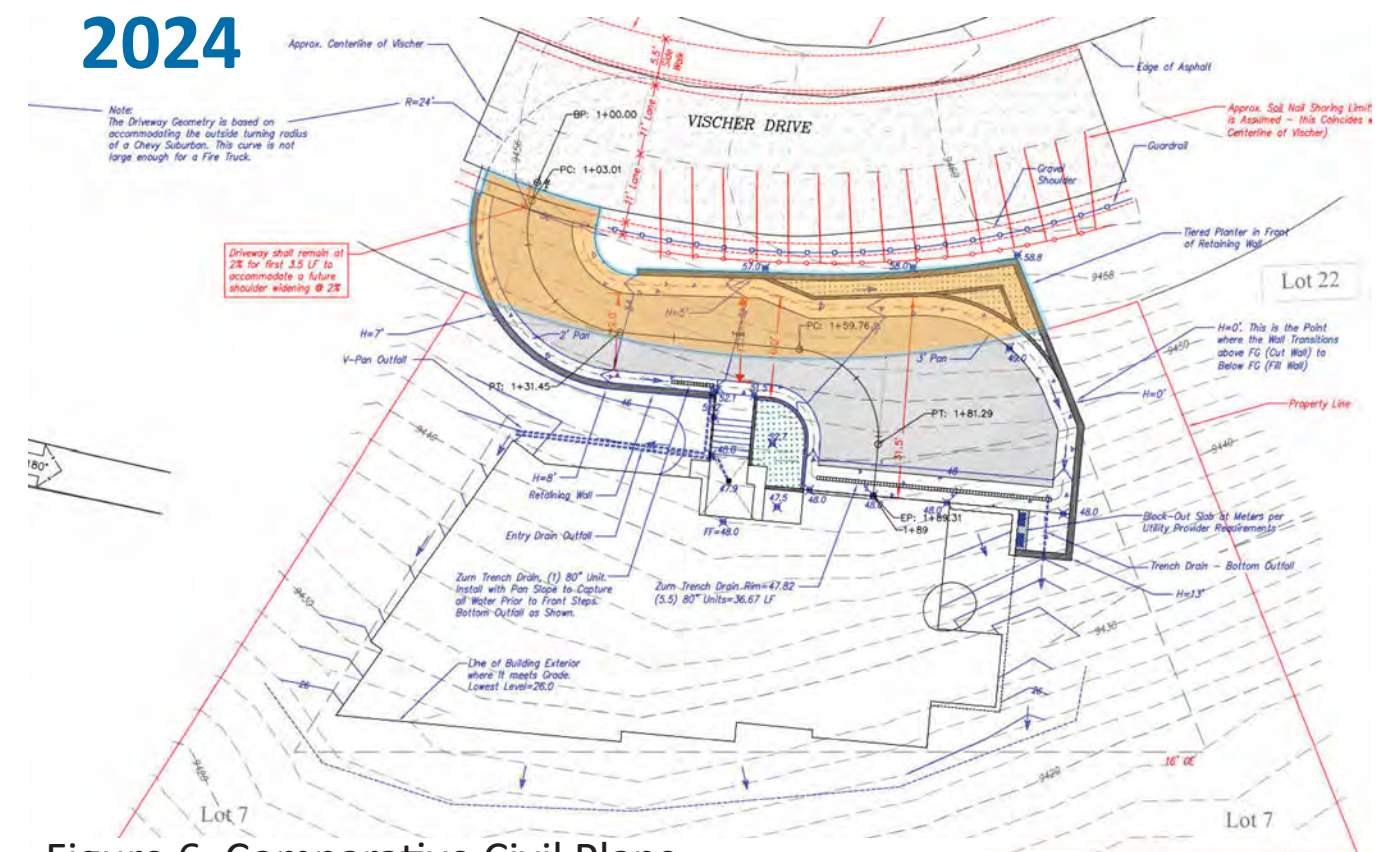
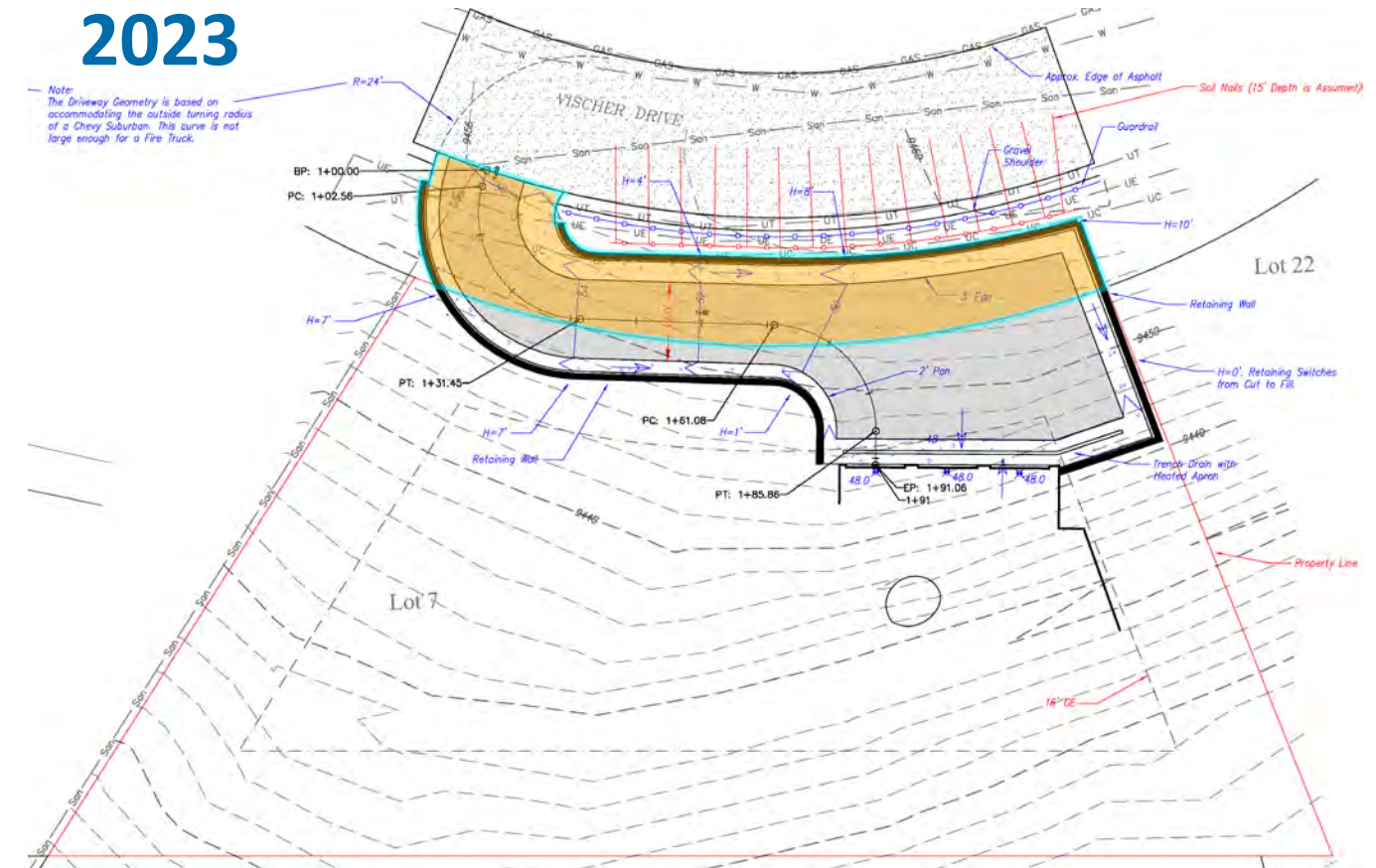


Figure 6. Comparative Civil Plans

LOT COVERAGE & FLOOR AREA CALCULATIONS

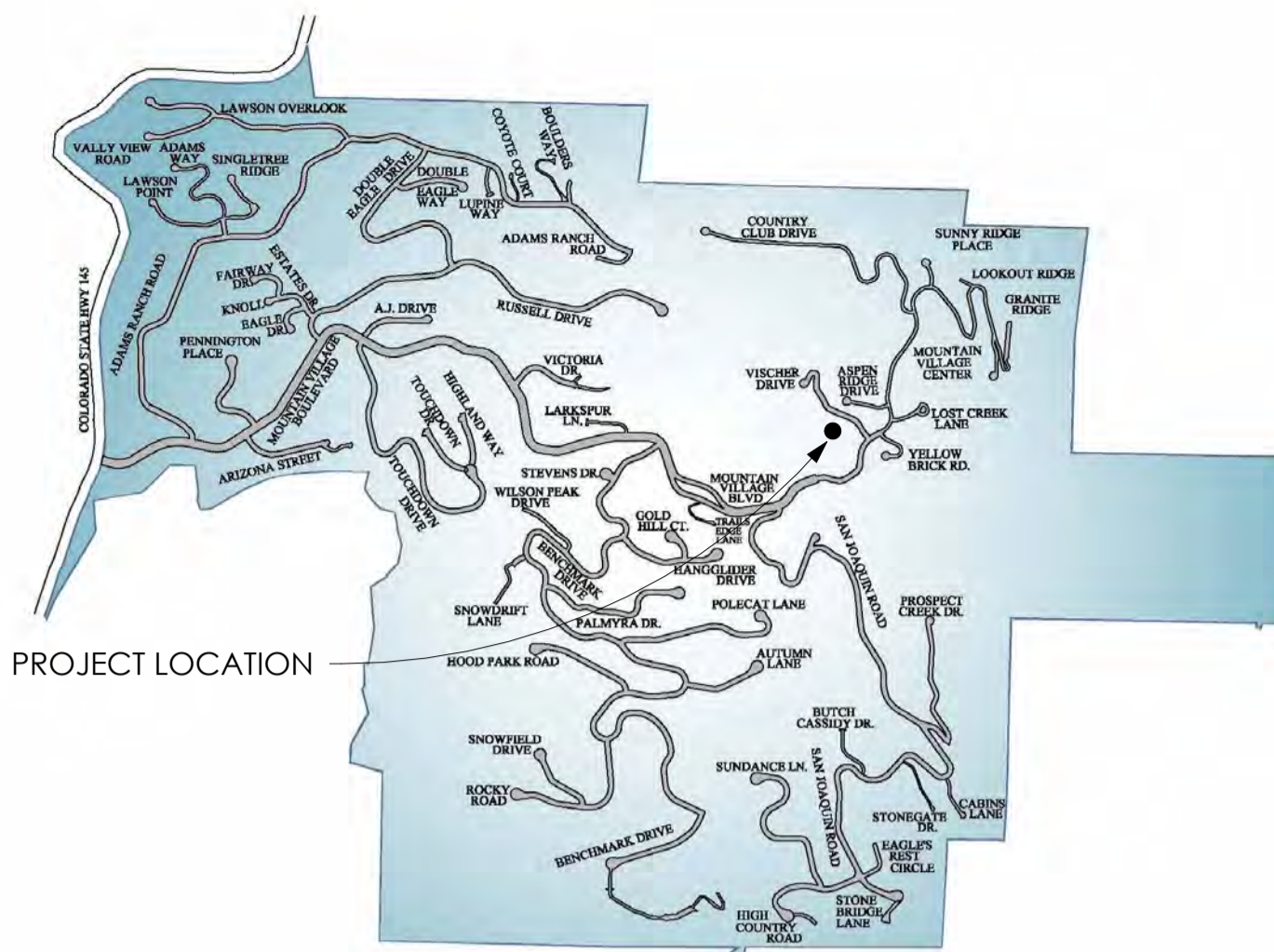
STANDARDS	ALLOWED	PROPOSED
LOT COVERAGE		
17.3.13 MAXIMUM LOT COVERAGE. (ACREAGE AND SQ. FT.)	SINGLE-FAMILY ZONE DISTRICT WITH LOTS <1 ACRE = 40% MAXIMUM LOT COVERAGE	0.29 ACRES = 12,632.40 SF MAX COVERAGE = 5,052.96 SF SITE COVERAGE (AREA) = 4146.7 SF SITE COVERAGE (PERCENT) = 32.83% (32.83% IS BELOW THE ALLOWABLE 40%)
FLOOR AREA CALCULATIONS		
		SEE SHEET A1.3 FOR ALL AREA CALCULATIONS
MISC REQUIREMENTS		
BUILDING SETBACKS	16'	- SEE A1.1 FOR BUILDING SETBACKS
BUILDING HEIGHT - MAXIMUM - AVERAGE	- 35' + 5' - 30'	- SEE A1.5 - SEE A1.6
NUMBER OF UNITS BY TYPE	- 1 RESIDENTIAL	- 1 RESIDENTIAL
PARKING SPACES - ENCLOSED - SURFACE SNOWMELT AREA	- 3 ENCLOSED - 2 SURFACE - 1000 SF	- 2 - 1 - 995.1 SF
EXTERIOR MATERIALS	- SEE A3.0	- SEE A3.0

CODE SUMMARY

ZONING - SINGLE FAMILY RESIDENTIAL
 BUILDING CODE - IRC-2018
 DESCRIPTION - 3.0 STORY
 OCCUPANCY CLASSIFICATION - IRC 1&2
 AUTOMATIC FIRE SPRINKLERS NFPA 13D - SPRINKLERED GREATER THAN 3,600 S.F.
 FIRE RESISTIVE RAITING SHAFT ENCLOSURES - 1HR.
 EXIT ENCLOSURE RATING 1 HR.
 ELEVATOR SHAFT N/A

REGULATORY COMPLIANCE
 THE CONTRACTOR SHALL ENSURE THAT THE WORK AND CONSTRUCTION ADMINISTRATION PROCESSES COMPLY WITH ALL APPLICABLE GOVERNMENTAL AND PRIVATE REGULATIONS, INCLUDING BUT NOT LIMITED TO THE TOWN OF MOUNTAIN VILLAGE COMMUNITY DEVELOPMENT CODE (CDC) AND DESIGN REVIEW BOARD (DRB) CONDITIONS; AND ALL COVENANTS, CONDITIONS & RESTRICTIONS, DECLARATIONS, ARCHITECTURAL GUIDELINES AND RULES AND REGULATIONS ESTABLISHED BY ANY PRIVATE OWNERS ASSOCIATIONS THAT GOVERN THE PROJECT SITE

VICINITY MAP:



ENERGY EFFICIENCY AND GREEN BUILDING

- ENERGY EFFICIENCY**
- SOUTH FACING WINDOWS ARE PASSIVE SOLAR
 - RADIANT HEAT FLOORING
 - LOW FLOW PLUMBING FIXTURES.
 - LOW VOLTAGE LIGHTING
 - INSULATED WINDOWS
 - HIGH R VALUE INSULATION

- GREEN MATERIALS**
- LOW VOC PAINT
 - NATURAL MATERIALS THROUGHOUT INCLUDE: WOOD, STONE, NATURAL FIBER CARPETS

MAXIMUM BUILDING HEIGHT

REFER TO SHEETS: A1.4 - BUILDING HEIGHT CALC'S & PARALLEL SLOPE COMPLIANCE

Sheet List

Sheet Number	Sheet Name
A0.0	Cover Sheet
A0.1	Existing Conditions - Site Photos
A0.2	Existing Conditions - Neighborhood Context
A0.3	Existing Conditions - Survey
A0.5	Existing Conditions - Survey
A0.6	Renderings
A0.7	Exterior Perspectives
A1.0	Site and Landscape Plan
A1.0a	Civils - Notes
A1.0b	Civils - Site Grading & Drainage
A1.0c	Civils - Utilities
A1.2	Site Coverage
A1.3	Floor Area Calculations
A1.4	Building Height Calcs & Basement Proof
A2.1	Level 00 - Floor Plan
A2.2	Level 0 - Floor Plan
A2.3	Level 1 - Floor Plan
A2.4	Level 2 - Floor Plan
A2.5	Roof Plan
A3.0	Exterior Materials
A3.0a	Exterior Materials
A3.0b	Exterior Material Calculation
A3.0c	Exterior Material Calculation
A3.1	Exterior Elevations
A3.2	Exterior Elevations
A3.3	Exterior Elevations
A3.4	Exterior Elevations
A9.1	Door & Window Schedules

PROJECT TEAM

OWNER:
 GARY & JENNIFER GILES

ARCHITECT:
 TOMMY HEIN ARCHITECTS
 TOMMY HEIN
 108 S. OAK ST. PO BOX 3327
 TELLURIDE, CO 81435
 p. 970.728.1220
 tommy@tommyhein.com

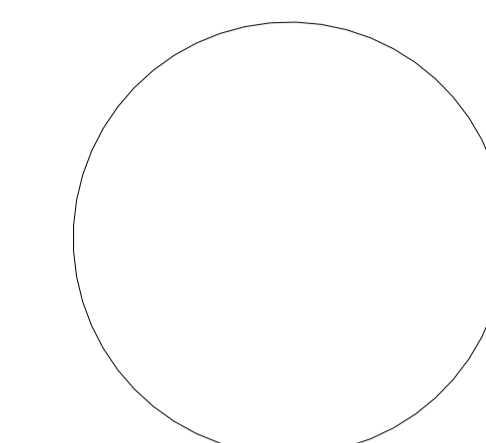
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 p. 970.729.0683
 dbalode@msn.com

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 970.728.6153
 jhaskell@foleyassoc.com

PLANNING CONSULTANT:
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 p. 970.946.7927
 chris@alpineplanningllc.com

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 ARCHITECTS

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 www.tommyhein.com 970.728.1220



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Submissions

INTERNAL REVIEW	23.10.02
CLIENT MEETING	23.10.03
INTERNAL REVIEW	23.10.05
PROGRESS SET	24.07.12
INITIAL DRB REVIEW	24.10.18

GILES

LOT 7 VISCHER DR.
 MOUNTAIN VILLAGE
 CO | 81435

Cover Sheet

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

A0.0

GENERAL NOTES

CONTRACT DOCUMENTS

CONTRACT DOCUMENTS CONSIST OF THE AGREEMENT, GENERAL CONDITIONS, SPECIFICATIONS AND DRAWINGS, WHICH ARE COOPERATIVE AND CONTINUOUS. WORK INDICATED OR REASONABLY IMPLIED IN ANY ONE OF THE DOCUMENTS SHALL BE SUPPLIED AS THOUGH FULLY COVERED IN ALL. ANY DISCREPANCIES BETWEEN THE PARTS SHALL BE REPORTED TO THE ARCHITECT PRIOR TO COMMENCEMENT OF WORK. THESE DRAWINGS ARE PART OF THE CONTRACT DOCUMENTS FOR THIS PROJECT. THESE DRAWINGS ARE THE GRAPHIC ILLUSTRATION OF THE WORK TO BE ACCOMPLISHED.

ORGANIZATION

THE DRAWINGS FOLLOW A LOGICAL, INTERDISCIPLINARY FORMAT: PLANNING & REGULATORY (A SHEETS), CIVIL DRAWINGS (C SHEETS), LANDSCAPE DRAWINGS (L SHEETS), ARCHITECTURAL DRAWINGS (A SHEETS), INTERIOR DRAWINGS (ID SHEETS), STRUCTURAL DRAWINGS (S SHEETS), MECHANICAL DRAWINGS (M SHEETS), ELECTRICAL (E SHEETS), AUDIOVISUAL DRAWINGS (LV SHEETS), AND LIGHTING DRAWINGS (LP SHEETS).

CODE COMPLIANCE

ALL WORK, MATERIALS, AND ASSEMBLIES SHALL COMPLY WITH APPLICABLE STATE AND LOCAL CODES, ORDINANCES, AND REGULATIONS. THE CONTRACTOR, SUBCONTRACTORS, AND JOURNEMEN OF THE APPROPRIATE TRADES SHALL PERFORM WORK TO THE HIGHEST STANDARDS OF CRAFTSMANSHIP AND IN ACCORDANCE WITH AIA DOCUMENT A201-SECTION 3.

REGULATORY COMPLIANCE

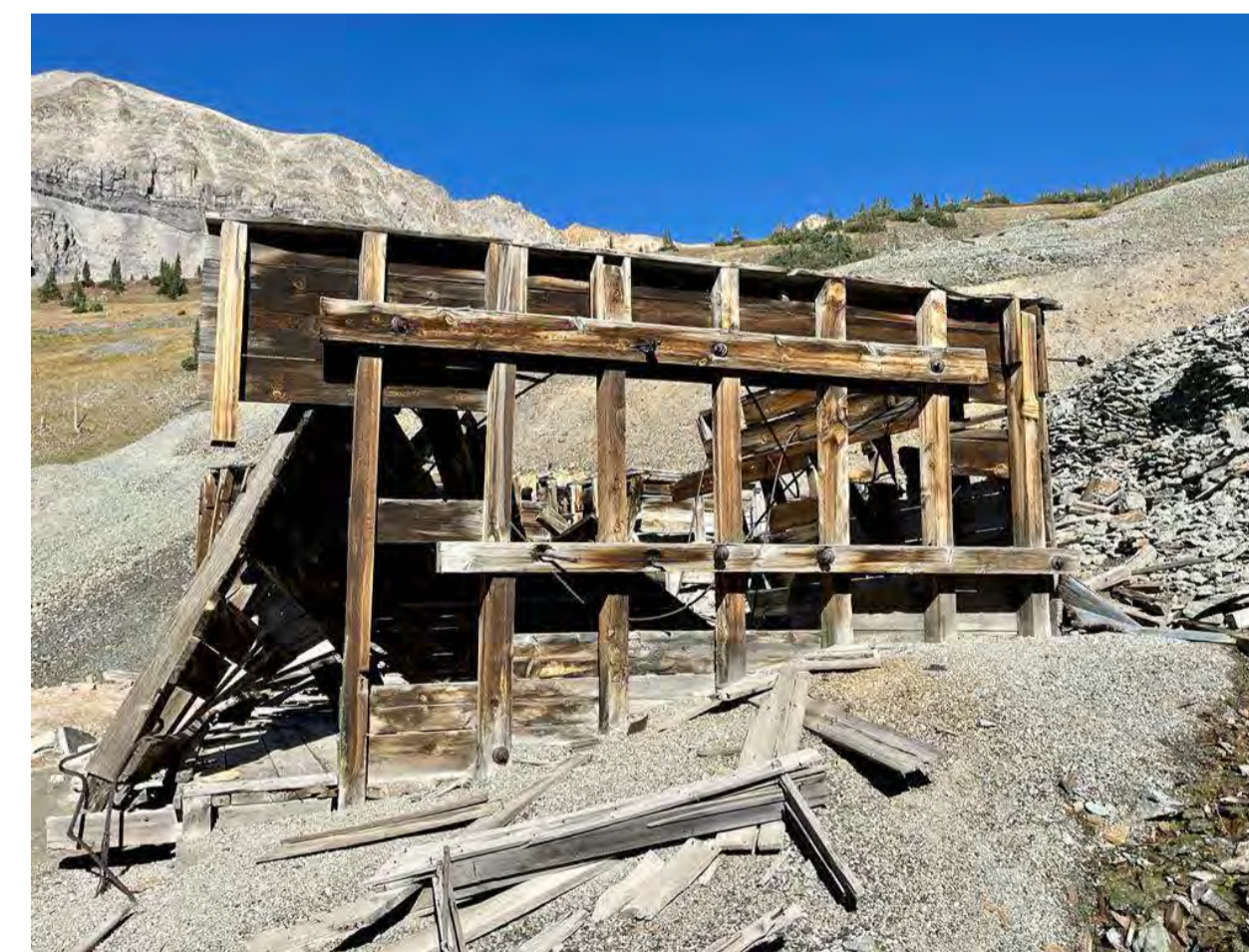
THE CONTRACTOR SHALL ENSURE THAT THE WORK AND CONSTRUCTION ADMINISTRATION PROCESSES COMPLY WITH ALL APPLICABLE GOVERNMENTAL AND PRIVATE REGULATIONS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: THE TOWN OF TELLURIDE LAND USE CODE (LUC), DESIGN GUIDELINES, HISTORIC AND ARCHITECTURAL REVIEW COMMISSION (HARC) CONDITIONS, CERTIFICATES OF APPROPRIATENESS (CAs) AND IMPACT STATEMENTS. THE TOWN OF MOUNTAIN VILLAGE COMMUNITY DEVELOPMENT CODE (CDC) AND DESIGN REVIEW BOARD (DRB) CONDITIONS. SAN MIGUEL COUNTY BUILDING REGULATIONS. ALL COVENANTS, CONDITIONS & RESTRICTIONS, DECLARATIONS, ARCHITECTURAL GUIDELINES AND RULES AND REGULATIONS ESTABLISHED BY ANY PRIVATE OWNERS ASSOCIATIONS THAT GOVERN THE PROJECT SITE.

INTENT

THESE DOCUMENTS ARE INTENDED TO INCLUDE ALL LABOR, MATERIALS, EQUIPMENT, AND SERVICES REQUIRED TO COMPLETE THE WORK DESCRIBED HEREIN.

COORDINATION

THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE DOCUMENTS, VERIFY THE ACTUAL CONDITIONS, AND REPORT ANY DISCREPANCIES, ERRORS, OR OMISSIONS OF THE ARCHITECT IN A TIMELY MANNER. THE ARCHITECT SHALL CLARIFY OR PROVIDE REASONABLE ADDITIONAL INFORMATION REQUIRED FOR SUCCESSFUL EXECUTION. THE CONTRACTOR SHALL VERIFY AND COORDINATE ALL OPENINGS THROUGH FLOORS, CEILINGS AND WALLS WITH ALL ARCHITECTURAL, INTERIOR, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING, AUDIO/VISUAL, AND LIGHTING DRAWINGS.



VISCHER INSPIRATION



EAST VIEW



SOUTH VIEW



SOUTH EAST VIEW



VISCHER DRIVE STREET VIEW



SOUTH VIEW



NORTH VIEW



EAST VIEW



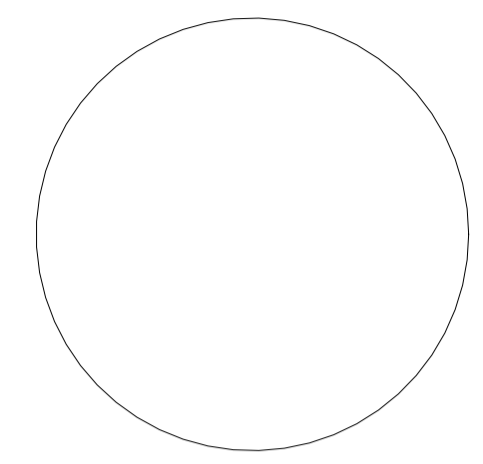
SOUTH WEST VIEW



VISCHER DRIVE STREET VIEW

Tommy Hein
ARCHITECTS

Box 3327 108 S. OAK ST. PENTHOUSE
TELLURIDE, COLORADO 81435 970.728.1220
WWW.TOMMYHEIN.COM



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Submissions

INTERNAL REVIEW	23.10.02
CLIENT MEETING	23.10.03
INTERNAL REVIEW	23.10.05
PROGRESS SET	24.07.12
INITIAL DRB REVIEW	24.10.18

GILES

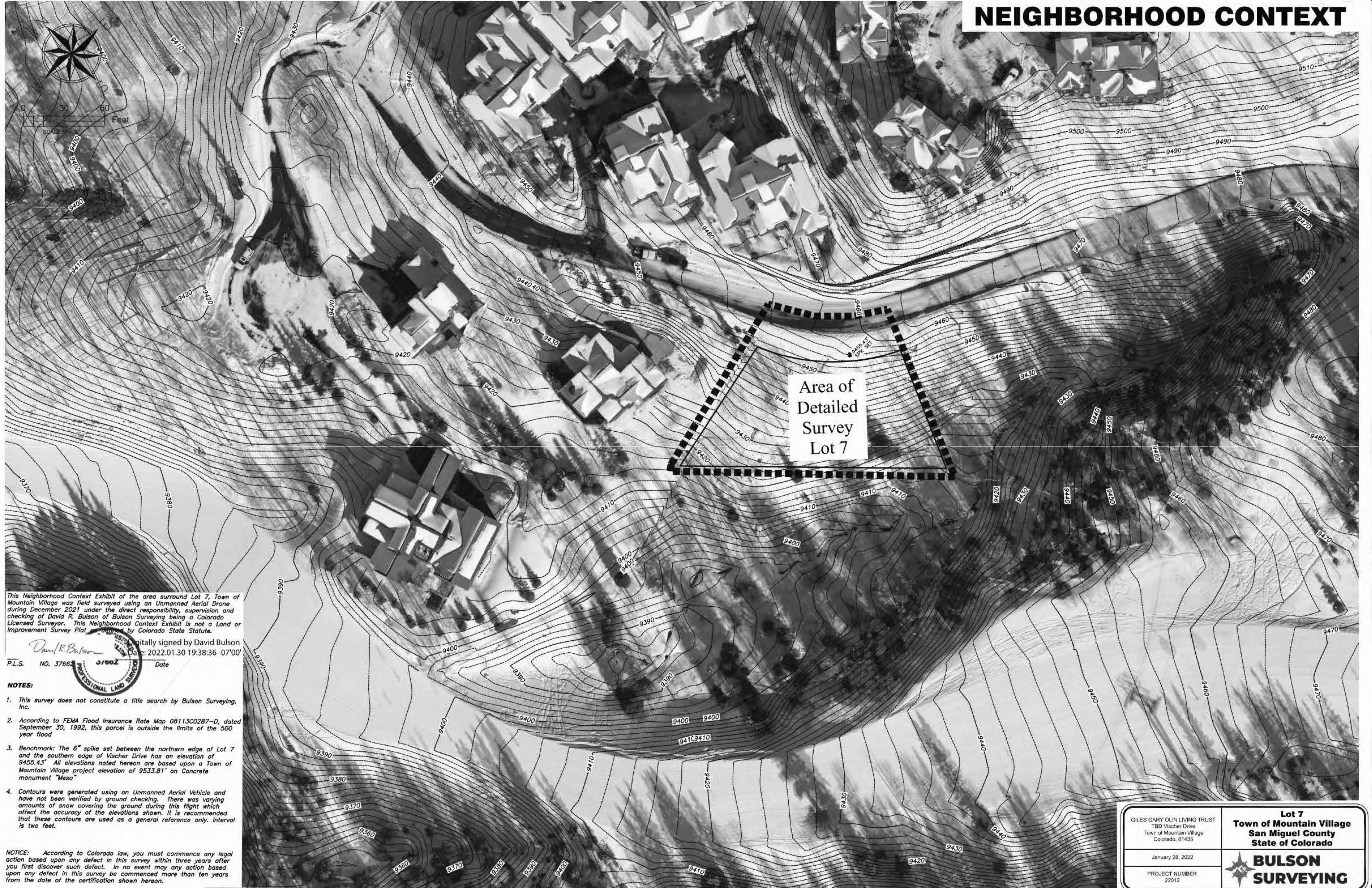
LOT 7 VISCHER DR.
MOUNTAIN VILLAGE
CO | 81435

Existing
Conditions -
Site Photos

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

A0.1

NEIGHBORHOOD CONTEXT



This Neighborhood Context Exhibit of the area surround Lot 7, Town of Mountain Village was field surveyed using an Unmanned Aerial Drone during December 2021 under the direct responsibility, supervision and checking of David R. Bulson of Bulson Surveying being a Colorado Licensed Surveyor. This Neighborhood Context Exhibit is not a Land or Improvement Survey Plat as defined by Colorado State Statute.

Digitally signed by David Bulson
 Date: 2022.01.30 19:38:36 -07'00'
 P.L.S. NO. 37662 Date



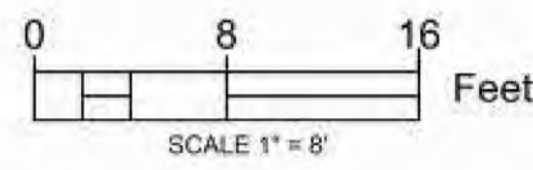
- NOTES:**
1. This survey does not constitute a title search by Bulson Surveying, Inc.
 2. According to FEMA Flood Insurance Rate Map 08113C0287-D, dated September 30, 1992, this parcel is outside the limits of the 500 year flood
 3. Benchmark: The 6" spike set between the northern edge of Lot 7 and the southern edge of Vischer Drive has an elevation of 9455.43" All elevations noted herein are based upon a Town of Mountain Village project elevation of 9533.81' on Concrete monument "Mesa"
 4. Contours were generated using an Unmanned Aerial Vehicle and have not been verified by ground checking. There was varying amounts of snow covering the ground during this flight which affect the accuracy of the elevations shown. It is recommended that these contours are used as a general reference only. Interval is two feet.

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.



Area of Detailed Survey Lot 7

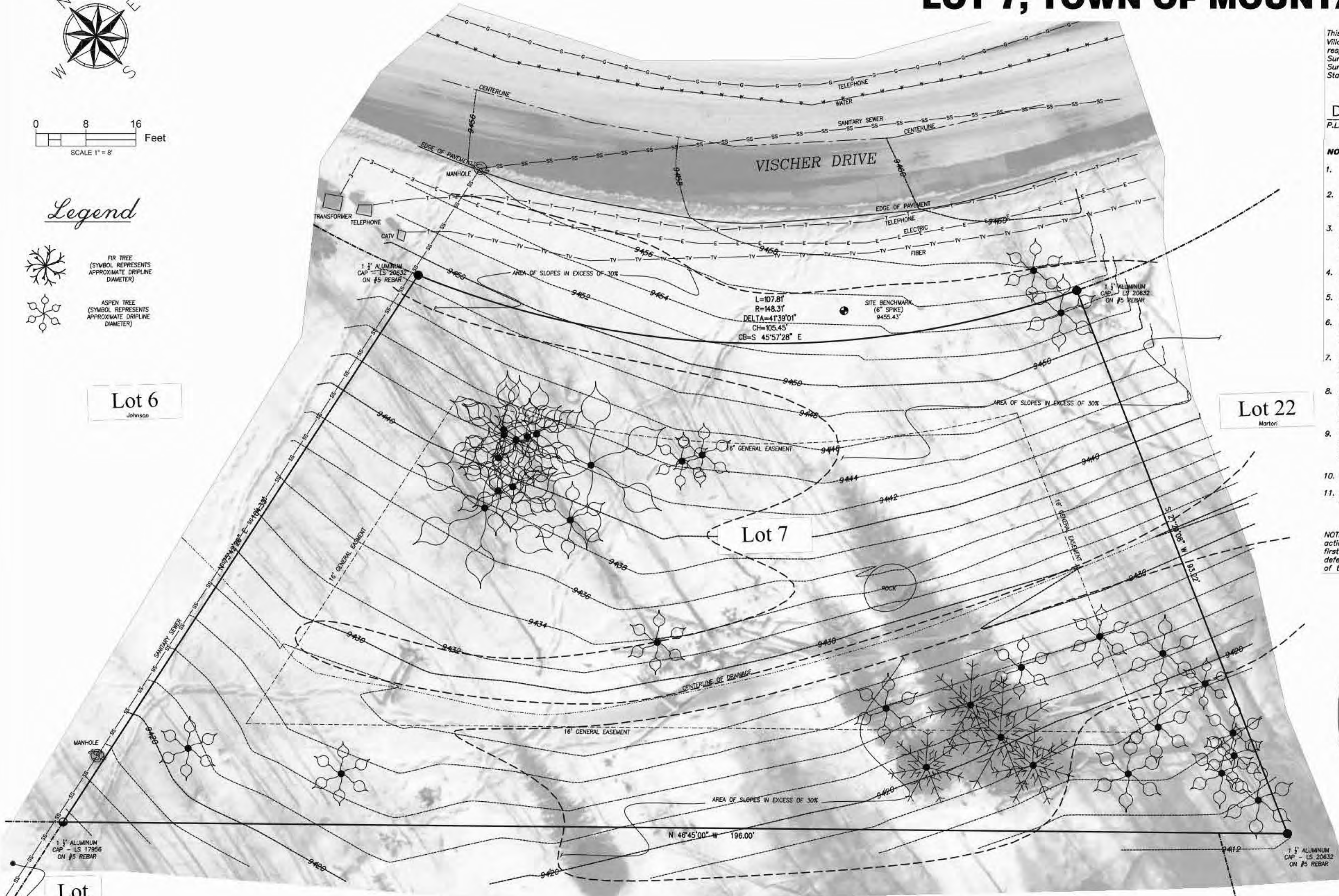
GILES GARY OLIN LIVING TRUST TBD Vischer Drive Town of Mountain Village Colorado, 81435	Lot 7 Town of Mountain Village San Miguel County State of Colorado
January 28, 2022	BULSON SURVEYING
PROJECT NUMBER 22012	

EXISTING CONDITIONS/IMPROVEMENTS SURVEY LOT 7, TOWN OF MOUNTAIN VILLAGE



Legend

-  FIR TREE
(SYMBOL REPRESENTS APPROXIMATE DRIFLINE DIAMETER)
-  ASPEN TREE
(SYMBOL REPRESENTS APPROXIMATE DRIFLINE DIAMETER)



Lot 6
Johnson

Lot 22
Marlori

Lot 7

Lot R7A
DOUBLE HEARTS LLC

Tract OS-1R-1
TSG SKI AND GOLF

Lot 22
Marlori

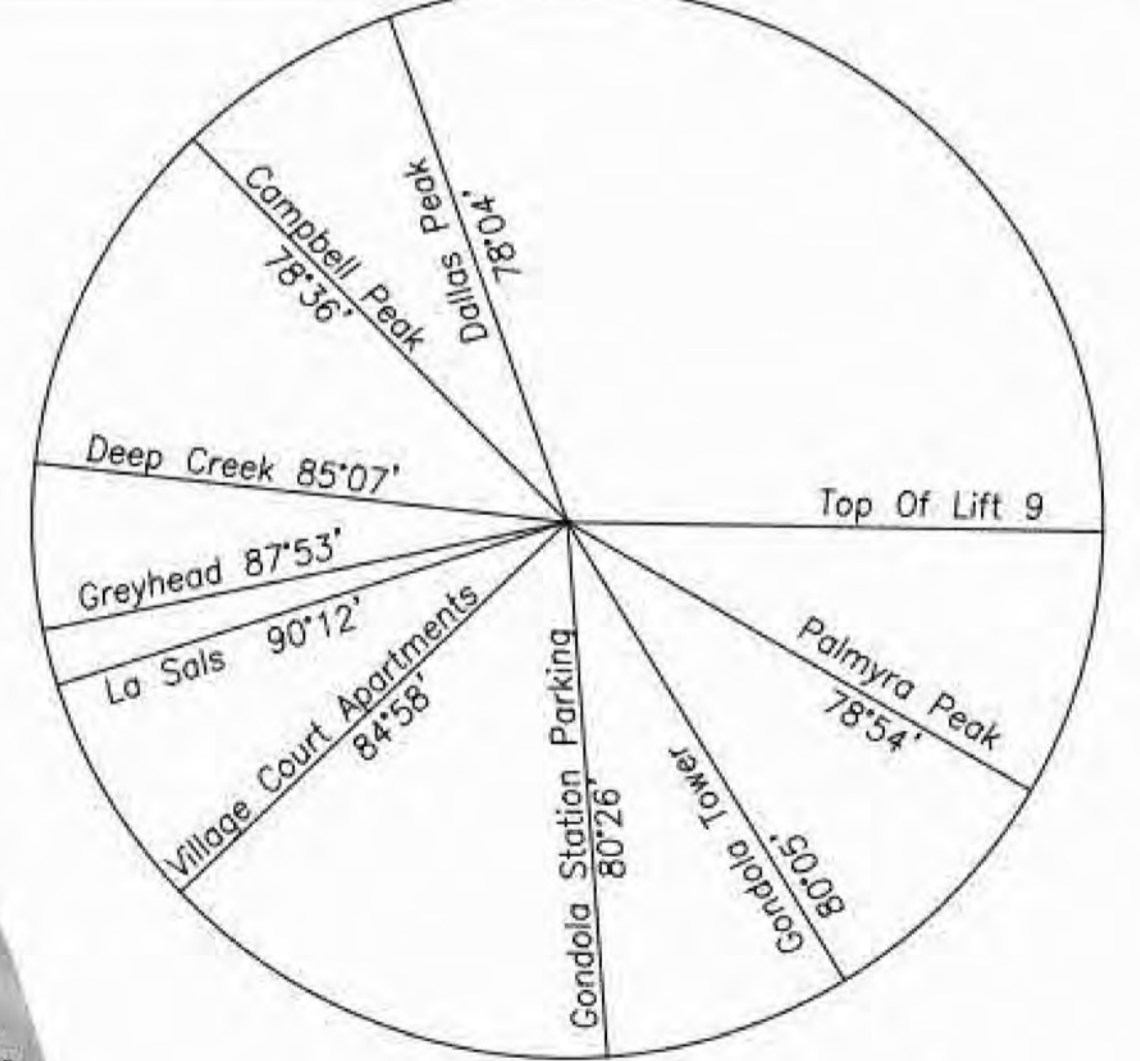
This Existing Conditions/Improvement Survey of Lot 7, Town of Mountain Village, was field surveyed during December 2021 under the direct responsibility, supervision and checking of David R. Bulson of Bulson Surveying being a Colorado Licensed Surveyor. This Existing Conditions Survey is not a Land or Improvement Survey Plat as defined by Colorado State Statute.




David Bulson 37662
P.L.S. NO. 37662
Digitally signed by David Bulson
Date: 2023.10.02 09:36:07 -06'00'

- NOTES:**
- This survey does not constitute a title search by Bulson Surveying, Inc.
 - According to FEMA Flood Insurance Rate Map DB113C0287-D, dated September 30, 1992, this parcel is outside the limits of the 500 year flood.
 - Benchmark: The 6" spike set between the northern edge of Lot 7 and the southern edge of Vischer Drive has an elevation of 9455.43'. All elevations noted hereon are based upon a Town of Mountain Village project elevation of 9533.81' on Concrete monument "Mesa".
 - Linear units represented hereon are shown in U.S. Survey Feet or a decimal portion thereof.
 - This survey is valid only if a print or electronic copy has a seal and signature of the surveyor noted within the statement above.
 - Any person who knowingly removes, alters, or defaces any public land survey monument and/or boundary monument or accessory, commits a class two (2) misdemeanor pursuant to C.R.S. 18-4-508.
 - The word certify as used hereon means an expression of professional opinion regarding the facts of this survey and does not constitute a warranty or guarantee, expressed or implied.
 - This survey is prepared for the exclusive use of the party or parties indicated within the surveyor's statement. Said statement does not extend to any unnamed person or parties without an express statement by the surveyor naming said entities.
 - Utilities shown hereon are based upon the markings and mapping provided by others. This mapping is for planning purposes only. Prior to any earthwork on and surrounding this property, call the Utility Notification Center at *811.
 - Contour interval is 2'.
 - Due to winter conditions only visible improvements within the survey area are shown hereon.

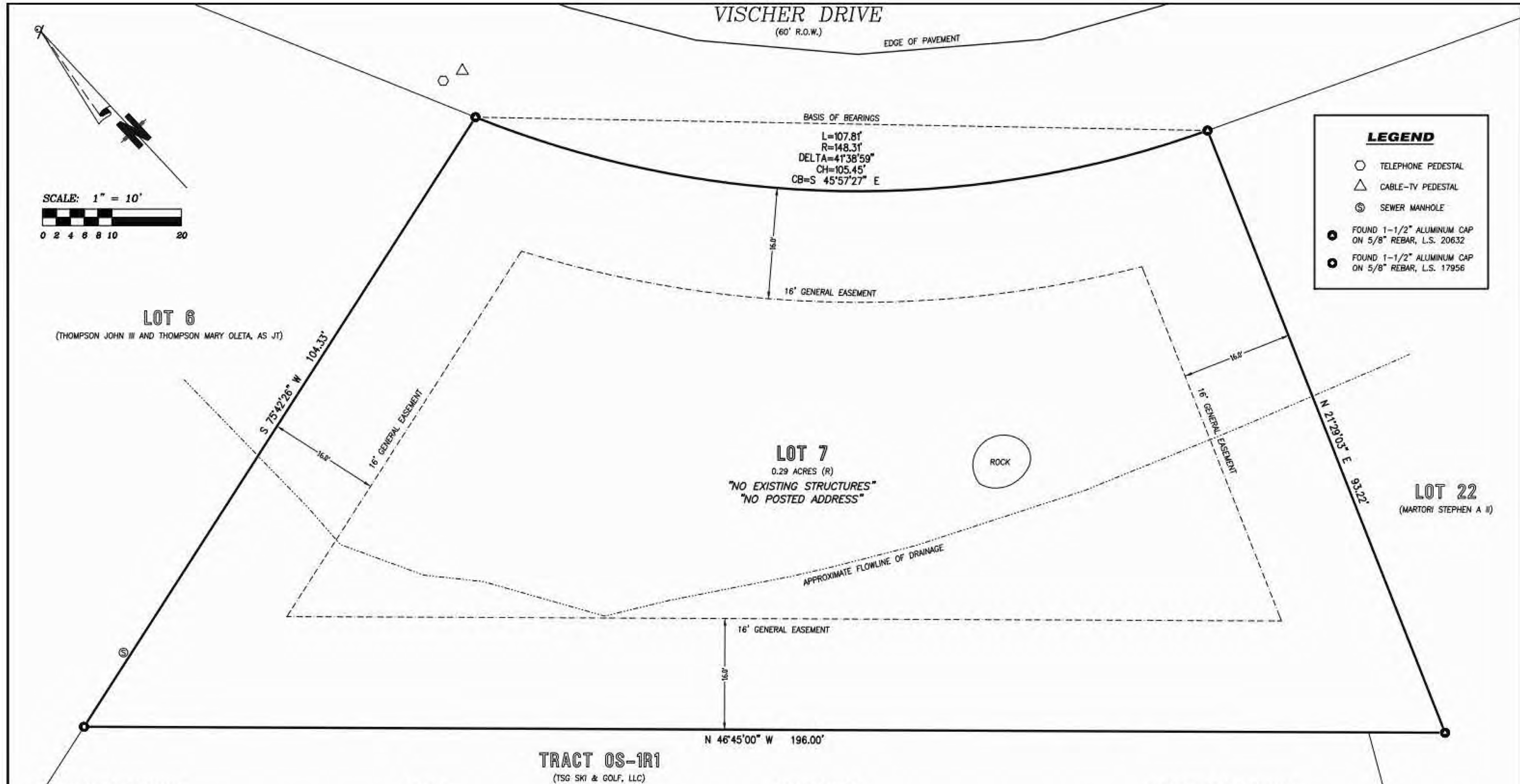
NOTICE: According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown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



Angles Enumerated Are Zenith Angles

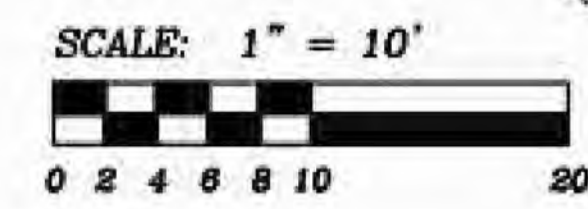
GILES GARY OLIN LIVING TRUST TBD Vischer Drive Town of Mountain Village Colorado, 81435	Lot 7 Town of Mountain Village San Miguel County State of Colorado
September 19, 2023	
PROJECT NUMBER 22012	

C:\Users\davek\Bulson Surveying\Drawings\Bulson Surveying Jobs (Complete)\Jobs 2023\23012\Starting Conditions 01272022.dwg, 9/19/2023 10:45:55 AM, DWG To PDF.pgs



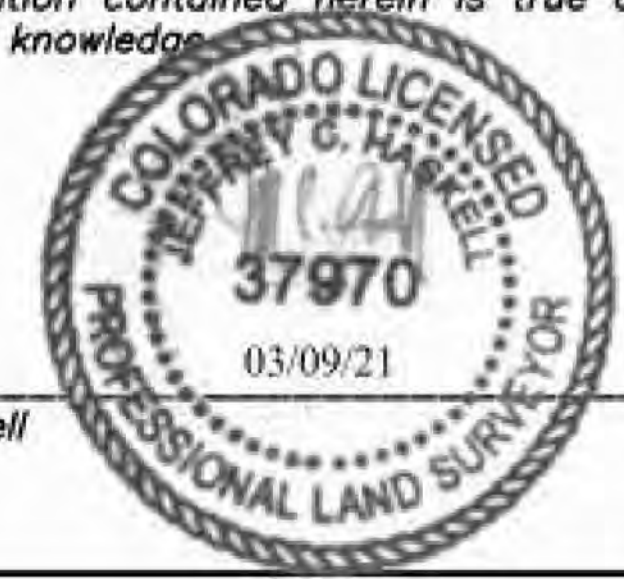
LEGEND

- TELEPHONE PEDESTAL
- △ CABLE-TV PEDESTAL
- ⊙ SEWER MANHOLE
- FOUND 1-1/2" ALUMINUM CAP ON 5/8" REBAR, L.S. 20632
- FOUND 1-1/2" ALUMINUM CAP ON 5/8" REBAR, L.S. 17956



SURVEYOR'S STATEMENT:

I, Jeffrey C. Haskell, a duly registered land surveyor licensed in the State of Colorado, do hereby state for and on behalf of Foley Associates, Inc. to Land Title Guarantee Company and to ELIZABETH S. MOORE that a survey of the premises of the parcel described hereon was conducted by me or under my direct responsibility, supervision, and checking on February 26, 2021; that said survey was made in substantial accordance with C.R.S. 38-51-102 (9) "Improvement Survey Plat"; and that the information contained herein is true and accurate to the best of my knowledge.



Jeffrey C. Haskell L.S. 37970

NOTES:

1. Easement research and property description from Land Title Guarantee Company, Order Number TLR86011243, dated February 18, 2021 at 5:00 P.M.
2. According to FEMA Flood Insurance Rate Map 08113C0287-D, dated September 30, 1992, this parcel is within Zone X; Areas determined to be outside 500-year flood plain.
3. BASIS OF BEARINGS: The bearing between found monuments along the northern boundary of Lot 7, as shown hereon, assumed to have the record chord bearing of S 45°57'27" E according to Plat Book 1 at page 476.
4. Due to winter conditions, only visible improvements are shown on this survey. Any improvements buried under snow cover will not be shown.
5. Lineal units represented hereon are shown in U.S. Survey Feet or a decimal portion thereof.

NOTES (cont.):

6. This survey is valid only if a print or electronic copy has a seal and signature of the surveyor noted within the statement above.
7. Any person who knowingly removes, alters, or defaces any public land survey monument and/or boundary monument or accessory, commits a class two (2) misdemeanor pursuant to C.R.S. 18-4-508.
8. The word certify as used hereon means an expression of professional opinion regarding the facts of this survey and does not constitute a warranty or guarantee, expressed or implied.
9. This survey is prepared for the exclusive use of the party or parties indicated within the surveyor's statement. Said statement does not extend to any unnamed person or parties without an express statement by the surveyor naming said entities.

PROPERTY DESCRIPTION:

LOT 7, TELLURIDE MOUNTAIN VILLAGE, FILING 1, ACCORDING TO THE PLAT RECORDED MARCH 9, 1984 IN PLAT BOOK 1 AT PAGE 476,
COUNTY OF SAN MIGUEL, STATE OF COLORADO.

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.

Improvement Survey Plat

Lot 7, Town of Mountain Village,
located within the NW 1/4 of Section 3, T.42N., R.9W., N.M.P.M., County of San Miguel, State of Colorado.

Project Mgr:	JH
Technician:	MC
Checked by:	CC
Start date:	02/26/2021



970-728-6153 970-728-6050 fax
PO Box 1385
125 W. Pacific Ave., Suite B-1
Telluride, Colorado, 81435

F:\Old W\Jobs\JOBS\1992\92126.dwg 02-21.dwg, 3/9/2021 11:13:40 AM, PC3



EAST VIEW



WEST VIEW



NORTH VIEW



DRIVEWAY 2 VIEW



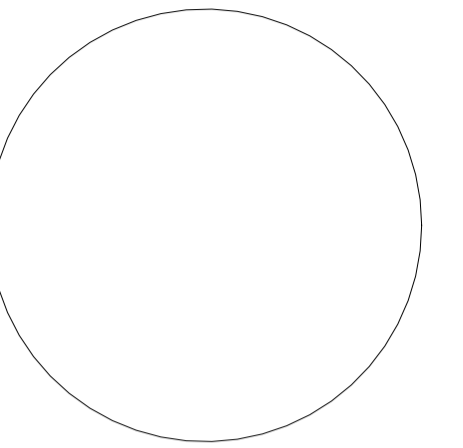
SOUTH VIEW



DRIVEWAY 1 VIEW

Tommy Hein
ARCHITECTS

Box 3327 108 S. Oak St. Penthouse
Telluride, Colorado 81435 970.728.1220
WWW.TOMMYHEIN.COM



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Submissions

INTERNAL REVIEW	23.10.02
CLIENT MEETING	23.10.03
INTERNAL REVIEW	23.10.05
PROGRESS SET	24.07.12
INITIAL DRB REVIEW	24.10.18

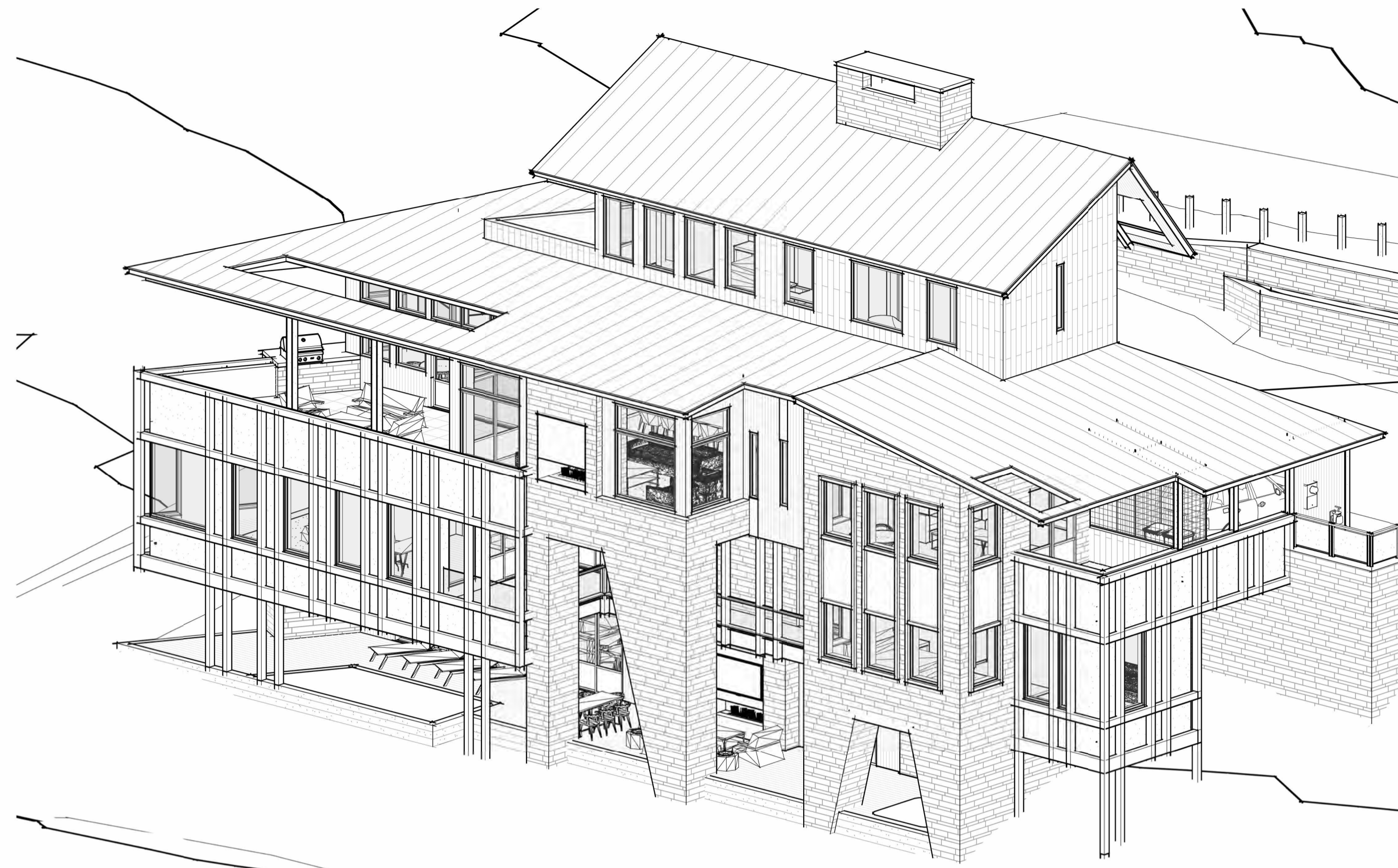
GILES

LOT 7 VISCHER DR.
MOUNTAIN VILLAGE
CO | 81435

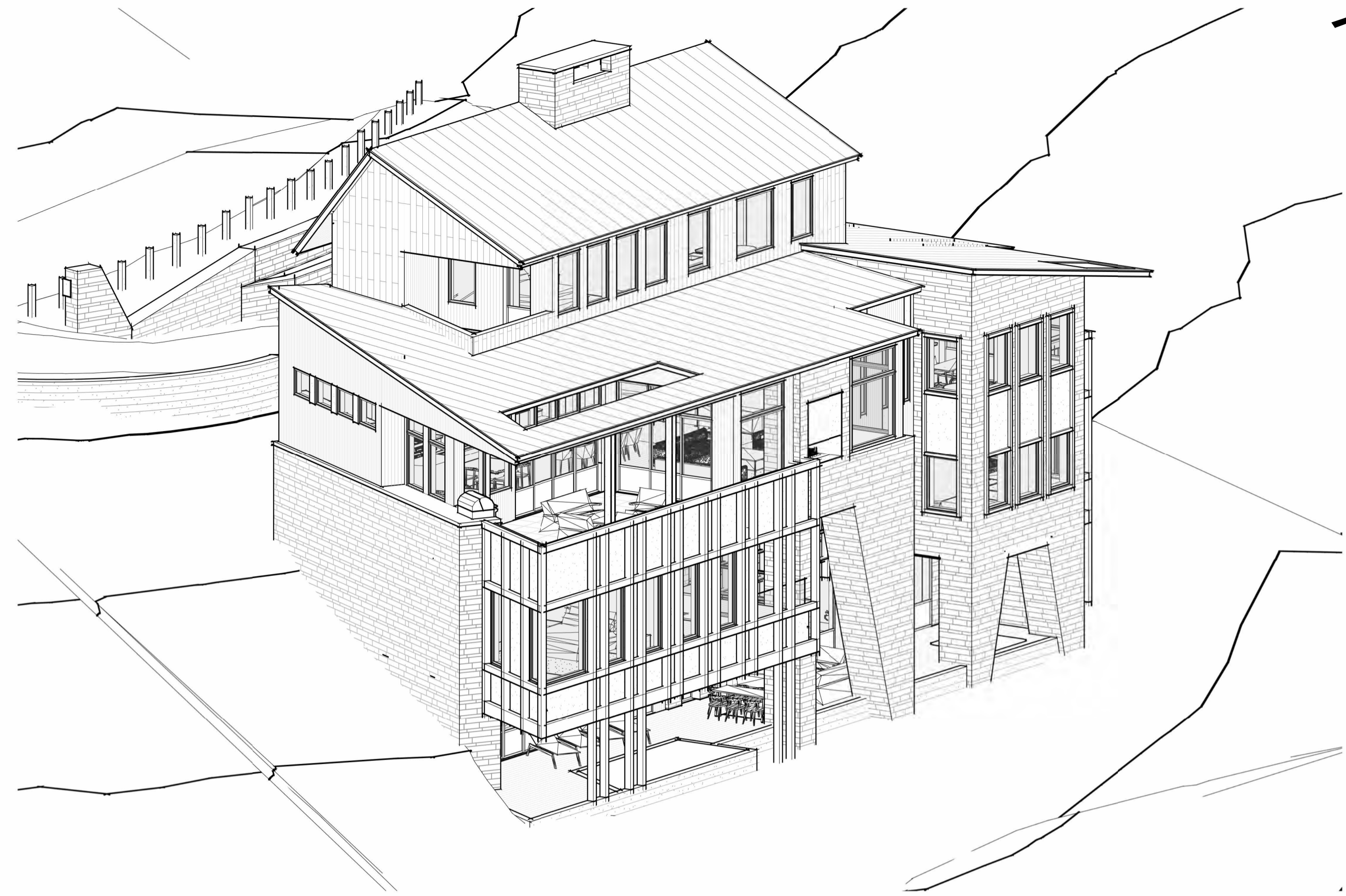
Renderings

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

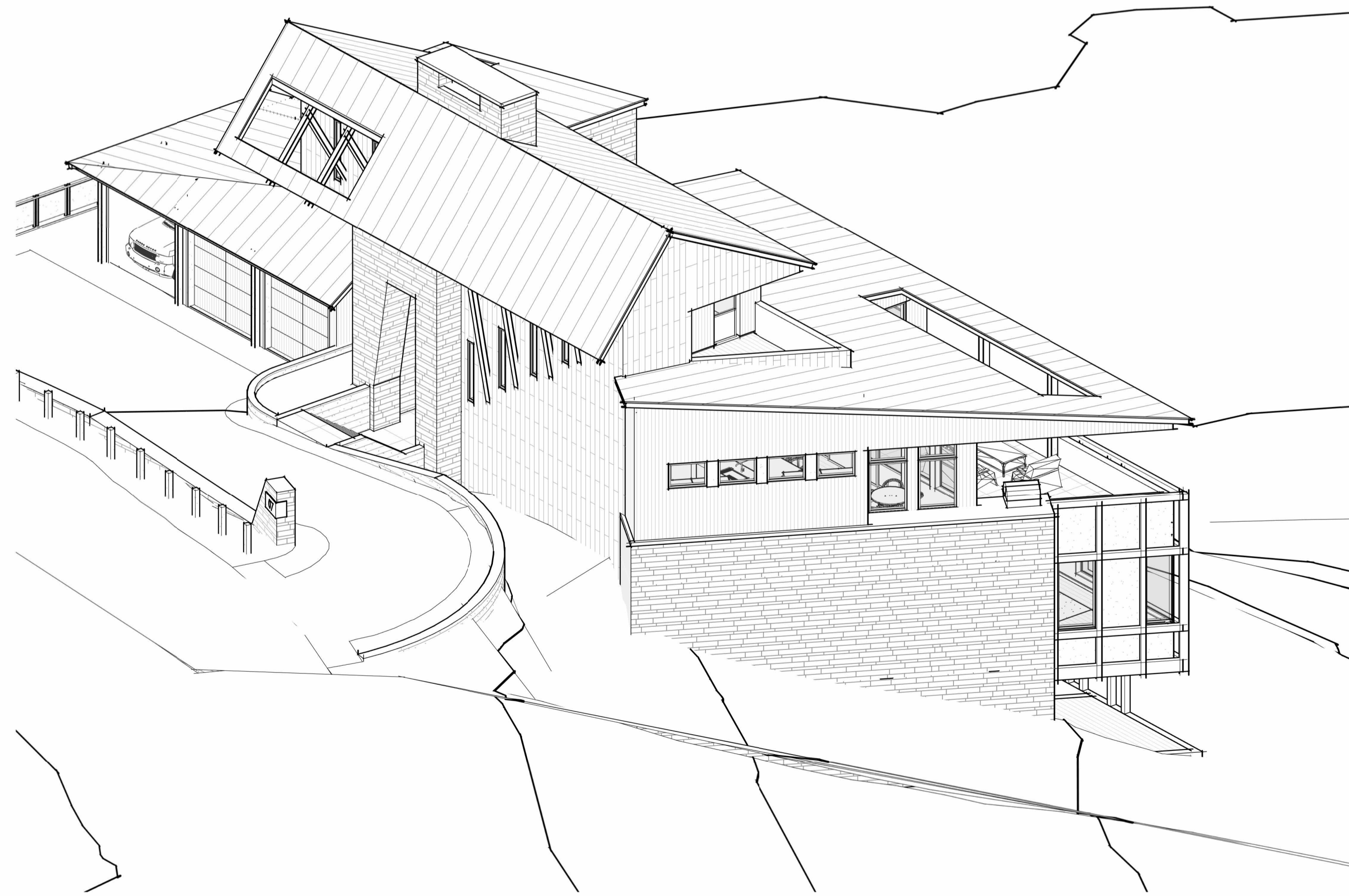
A0.6



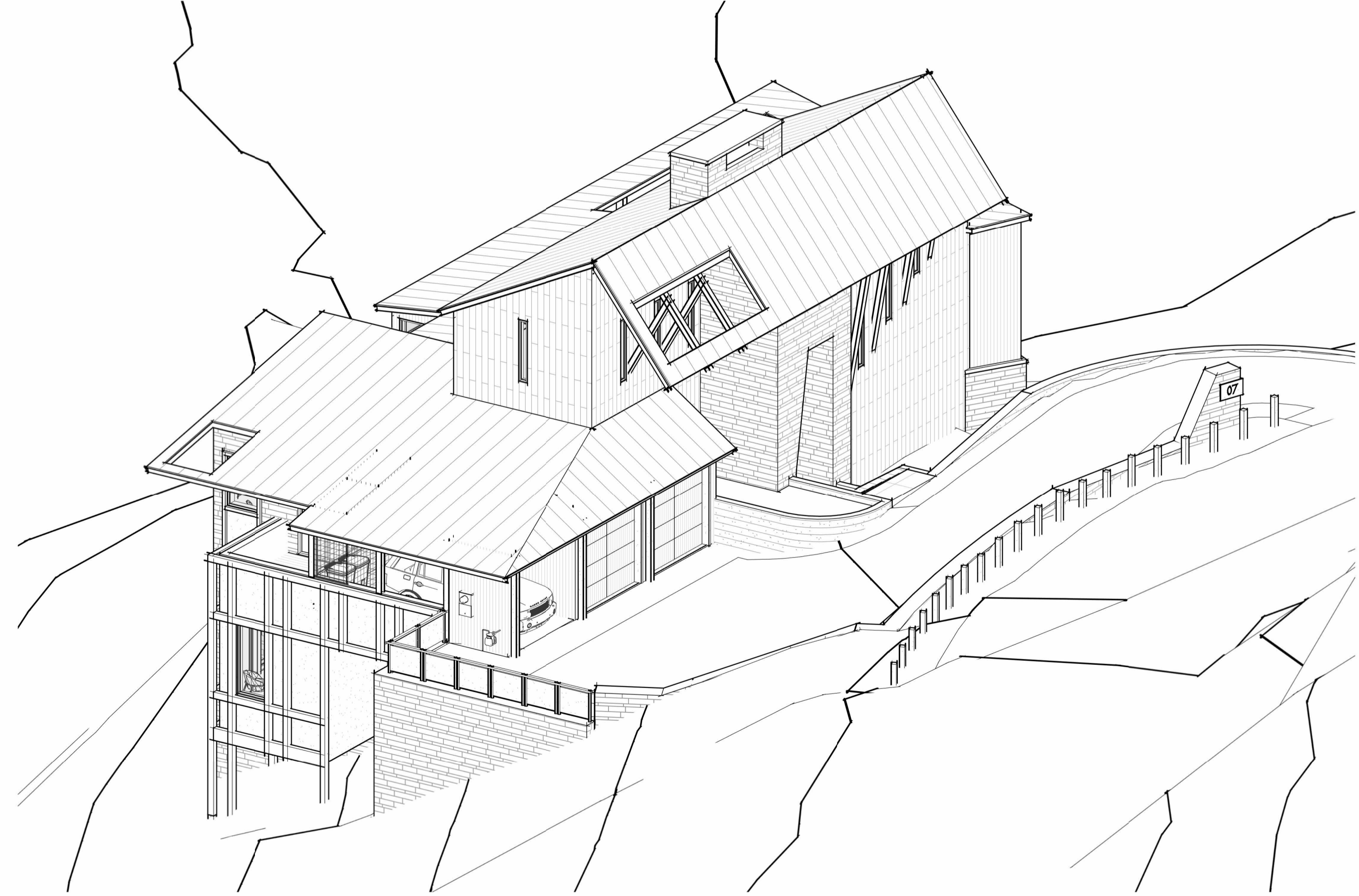
1 South East Perspective
SCALE 0 1 2 4 8



2 South West Perspective
SCALE 0 1 2 4 8



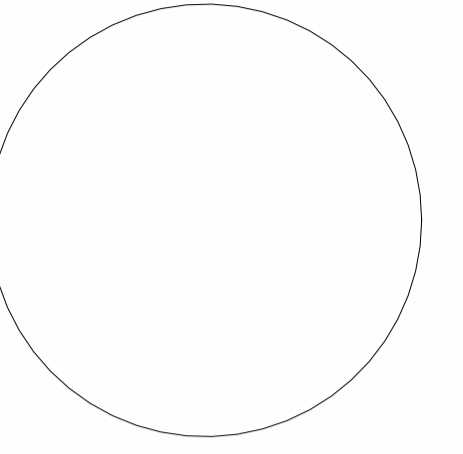
3 North West Perspective
SCALE 0 1 2 4 8



4 North East Perspective
SCALE 0 1 2 4 8

Tommy Hein
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GILES

LOT 7 VISCHER DR.
MOUNTAIN VILLAGE
CO | 81435

Exterior
Perspectives

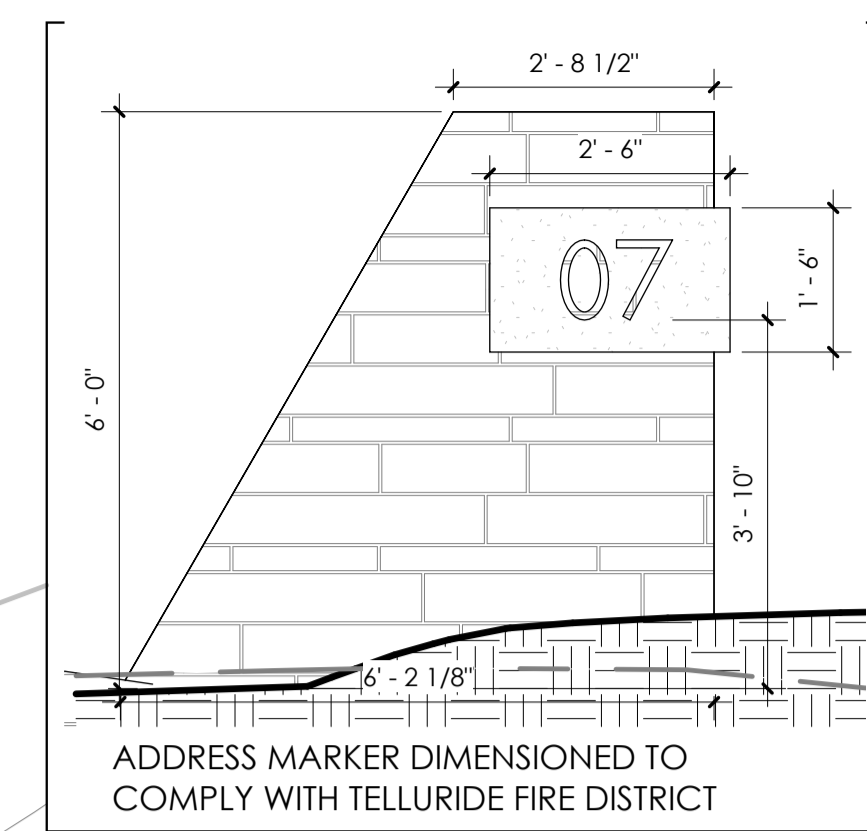
CONTRACTOR TO REVIEW AND COMPARE ALL CHAPTERS AND INTERDISCIPLINARY DRAWINGS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO ANY FIELD WORK BEING DONE IN ACCORDANCE WITH AIA DOCUMENT A201

A0.7

- REVEGETATION NOTES:**
- SUBSOIL SURFACE SHALL BE TILLED TO A 4" DEPTH ON NON FILL AREAS.
 - TOPSOIL SHALL BE SPREAD AT A MINIMUM DEPTH OF 4" OVER ALL AREAS TO BE REVEGETATED (EXCEPT ON SLOPES GREATER THAN 3:1) AND AMENDMENTS ROTO-TILLED AT A RATE OF THREE CUBIC YARDS PER THOUSAND SQUARE FEET.
 - BROADCASTING OF SEED SHALL BE DONE IMMEDIATELY AFTER TOPSOIL IS APPLIED (WITHIN TEN DAYS) TO MINIMIZE EROSION AND WEEDS.
 - AREAS WHICH HAVE BEEN COMPACTED, OR ARE RELATIVELY UNDISTURBED, NEEDING SEEDING, SHALL BE SCARIFIED BEFORE BROADCASTING OF SEED. BROADCAST WITH SPECIFIED SEED MIX AND FOLLOW WITH DRY MULCHING.
 - STRAW OR HAY SHALL BE UNIFORMLY APPLIED OVER SEEDING AREA AT A RATE OF 1.5 TONS PER ACRE FOR HAY AND 2 TONS PER ACRE FOR STRAW, CRIMP IN.
 - ON SLOPES GREATER THAN 3:1 EROSION CONTROL FABRIC (NON-PLASTIC AND CONSIST ENTIRELY OF JUTE/COIR AND STRAW ONLY) SHALL BE APPLIED IN PLACE OF STRAW MULCH AND PINNED.
 - ALL UTILITY CUTS SHALL BE REVEGETATED WITHIN TWO WEEKS AFTER INSTALLATION OF UTILITIES TO PREVENT WEED INFESTATION.
 - SEED ALL AREAS LABELED NATIVE GRASS SEED WITH THE FOLLOWING MIXTURE AT A RATE OF 12 POUNDS PER ACRE:

- SHORING AND LAYBACK NOTES:**
- LAYBACK REQUIREMENTS FOUND IN SOILS REPORT TO TAKE PRECEDENT OVER OSHA DIAGRAMS.
 - NEIGHBOR AGREEMENT REQUIRED TO LAYBACK INTO NEIGHBORING PROPERTY.
 - SHORING AT WELLS TO BE LOCATED SO AS NOT TO INFRINGE ON WELL OR WITHIN 2" OF PROPERTY LINE.
- SNOW RETENTION & DRAINAGE NOTES:**
- ALL SNOW SHEDDING IS MITIGATED BY ROOF SNOWFENCES AND HEATED GUTTERS ROUTED TO THE SITE DRYWELLS.
 - ALL SITE DRAINAGE FOLLOWS THE NATURAL TOPOGRAPHY FROM THE NORTH TO THE SOUTH AND ROUTED TO THE EAST AND WEST DRYWELLS, TYP.
 - ALL EXISTING DRAINAGE TO BE RETAINED IN NEW WORK.
 - ANY ADDITIONAL SNOW THAT DOES NOT FIT ONSITE WILL BE TRANSPORTED OFF-SITE.

- GENERAL NOTES:**
- ANY SIGN WILL COMPLY WITH THE SIGN CODE AND IS SUBJECT TO OBTAINING A SIGN PERMIT.
 - EXISTING RIGHT OF WAY IMPROVEMENTS MUST BE PROTECTED. IF DAMAGE OCCURS, IT MUST BE REPAIRED PRIOR TO C.O.
 - CONTRACTOR TO CONFIRM WATER AND WASTEWATER MAIN LINE ELEVATIONS AND VERIFY THEIR SIZE, LOCATIONS AND SUITABILITY.
 - GUTTERS, DOWNSPOUTS AND VALLEYS TO BE HEATED.
- EXTERIOR LIGHTING NOTES:**
- SEE LIGHTING PLANS & SPEC SHEETS FOR LIGHTING CUT SHEETS, LOCATION, TYPE, AND ALL OTHER LIGHTING INFORMATION.
 - ALL EXTERIOR LIGHTING NOT TO EXCEED 40 WATT EQUIV. MAX. (TYP.)



Tommy Hein
ARCHITECTS

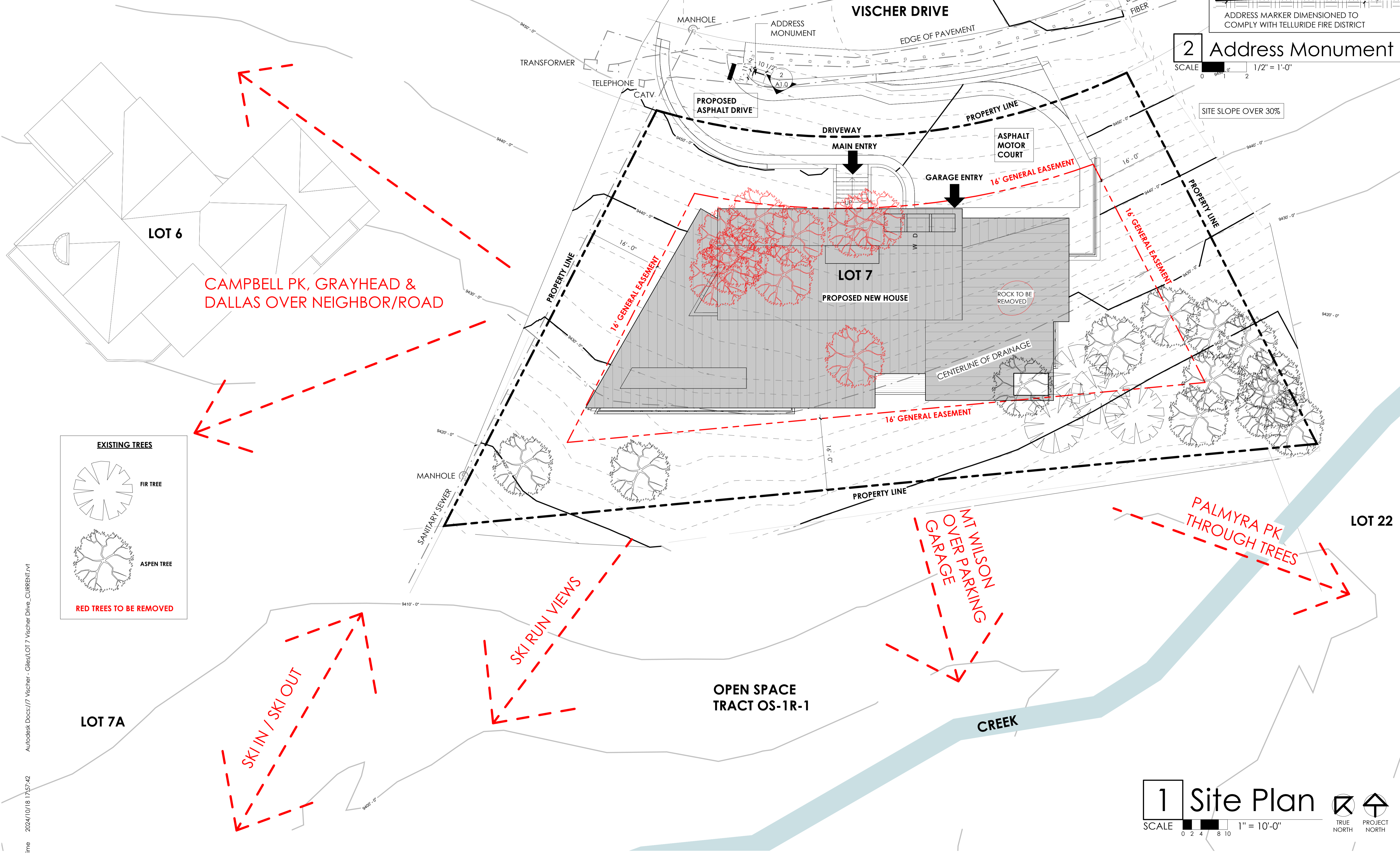
Box 3327 108 S. Oak St. Penthouse
Telluride, Colorado 81435
www.tommyhein.com 970.728.1220

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2 Address Monument
SCALE 1/2" = 1'-0"

Submissions

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INTERNAL REVIEW	23.10.05
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GILES

LOT 7 VISCHER DR.
MOUNTAIN VILLAGE
CO | 81435

Site and
Landscape
Plan

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

1 Site Plan
SCALE 1" = 10'-0"

A1.0

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 AND WATER: TOWN OF MOUNTAIN VILLAGE
BROADBAND: CLEARNETWORK
NATURAL GAS: BLACK HILLS ENERGY
POWER: SAN MIGUEL POWER
TELEPHONE: CENTURY LINK

2. 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 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 NOTIFY THE ENGINEER. ANY DISCHARGE REQUIREMENTS SHALL BE COORDINATED 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-SEEDDED WITH A TOWN-APPROVED SEED MIX. REFER TO THE LANDSCAPE PLAN.

23. THE CONTRACTOR IS REQUIRED TO PROTECT ALL EXISTING SURVEY MONUMENTS AND PROPERTY CORNERS DURING GRADING AND CONSTRUCTION.

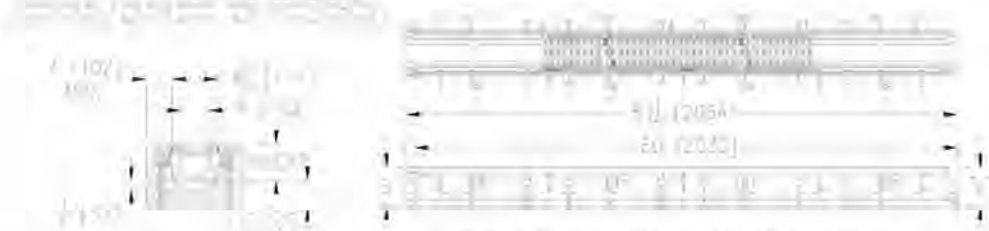
24. ALL UNDERGROUND PIPE SHALL BE PROTECTED WITH BEDDING TO PROTECT THE PIPE FROM BEING DAMAGED.

25. HOT TUBS SHALL DRAIN TO THE SANITARY SEWER (OR PUMPED TO AA CLEAN-OUT).

26. 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.

ZURN 2886-HD 6-3/4 [171] WIDE REVEAL TRENCH DRAIN SYSTEM WITH HEAVY-DUTY FRAME ASSEMBLY SPECIFICATION SHEET TAG

Design and Dimensional Data (inches and [mm]) are Subject to Manufacturing Tolerances and Change Without Notice:



NOTE: - Actual Channel length is 65 1/4 [2044] to allow for overlap.

ENGINEERING SPECIFICATION: Zurn 2886-HD Channels are 80" [2032 mm] long, 6-3/4" [171 mm] wide reveal and have a 4" [102 mm] throat. Modular channel sections are made of 0% water absorbent High Density Polyethylene (HDPE). Channels have a positive mechanical connection between channel sections that will not separate during the installation and mechanically lock into the concrete surround every 10" [254 mm]. Channels weigh less than 2.31 lbs [1.05kg] per linear foot, have a smooth, 1-1/2" [38 mm] radius self cleaning bottom with a Manning's coefficient of .009 and .75% or neutral 0% built in slope. Channels have rebar clips standard to secure trench in its final location. Channels provided with standard DDC grates that lock down to frame. Zurn 6-3/4" [171 mm] wide reveal Ductile Iron Slotted Grate conforming to ASTM specification A536-04, Grade 80-55-06. Ductile Iron grate is rated class C per the DIN EN1433 top load classifications. Supplied in 20' [508 mm] nominal lengths with 1/2" [13 mm] wide slots, and 3/4" [19 mm] bearing depth. Grate has an open area of 28.1 sq. in per ft. [59.463 sq. mm per meter]. The .105" [2.67 mm] thick Heavy-Duty Carbon Steel Frame Assembly conforms to ASTM specification A36 with 10" x 4" [102 mm] long concrete anchors per 80" [2032 mm]. Grate lockdown bars are to be integral to the frame. Frame supplied with powder coated finish. All welds must be performed by a certified welder per ASTM standard AWS D1.1. Frames produced in the U.S.A.

PREFIX OPTIONS (Check/specify appropriate options)
Z Six-foot, Eight-inch High Density Polyethylene (HDPE)*

SUFFIX OPTIONS (Check/specify appropriate options)
Outlet Adapters Add/Each

E1 Closed End Cap
E2 2 [51] No-Hub End Outlet
E3 3 [76] No-Hub End Outlet
E4 4 [102] No-Hub End Outlet
E6 6 [152] No-Hub End Outlet

Frame Options
-CSF Black Acid Resistant Coated Top Frame
-LD Light Duty Grates on Heavy Duty Frame
-SW Sidewall Extension - 9 [229] High
-SW2 Sidewall Extension - 18 [457] High

Grate Options (Load Classifications are per DIN EN1433)
-BDC Black Acid Resistant Epoxy Coated Ductile Grate - Class C
-BDE Black Acid Resistant Epoxy Coated Ductile Grate - Class E
-BG Galvanized Ductile Iron Bar Grate - Class C
-DBG Ductile Iron Cast Bar Grate - Class C
-DC Ductile Iron Solid Cover - Class C
-DGC Ductile Iron Slotted Grate - Class C
-DGE Ductile Iron Slotted Grate - Class E
-DDC Galvanized Ductile Iron Slotted Grate - Class C
-GDE Galvanized Ductile Iron Slotted Grate - Class E
-GHPE Galvanized Heel-Proof Ductile Grate - Class E
-HPDE Heel-Proof Ductile Slotted Grate - Class E
-RFGC Reinforced Slotted Galvanized Grate - Class C
-RFSC Reinforced Slotted Stainless Steel Grate - Class C
-RPGC Reinforced Perforated Galvanized Grate - Class C
-RPRC Reinforced Perforated Reverse Punch Anti-Slip Grate - Class C
-RPSR Reinforced Perforated Stainless Steel Reverse Punch Grate - Class C

Miscellaneous Options
-DB Bottom Dome Strainer
-JC Joint Connector
-VP Vandal-Proof Lockdown
* Regularly furnished unless otherwise specified

Table with 5 columns: Trench No., Shallow Inv., Deep Inv., (2h), (2gm), (2ps). Rows include trench numbers 8601 through 8615 with corresponding dimensions.

Decorative Grate Options (Load Classifications are per DIN EN1433)
-DTW Decorative Tidal Wave Grate - Class C
-SBC Stainless Steel Bar Grate - Class E

MADE IN THE U.S.A. (Load Classifications are per DIN EN 1433)
-BDE-USA Black Acid Resistant Epoxy Coated Ductile Grate - Class E
-DGC-USA Ductile Iron Slotted Grate-Class C
-DGE-USA Ductile Iron Slotted Grate-Class E
-GDC-USA Galvanized Ductile Slotted Grate - Class C
-GDE-USA Galvanized Ductile Slotted Grate - Class E
-GHPE-USA Galvanized Heel-Proof Ductile Grate - Class E
-HPDE-USA Heel-Proof Ductile Slotted Grate - Class E
-PPC Plastic Perforated Grate - Class B

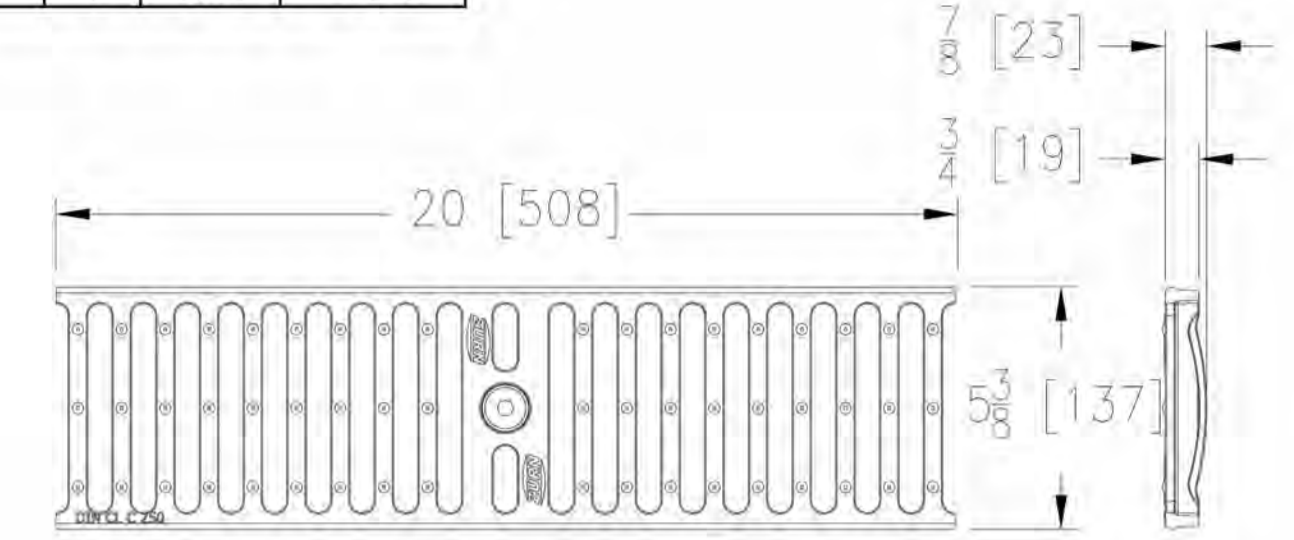
Warnings and contact information for Zurn Industries, LLC, including website links for safety warnings and contact details for the US and Canada.

ZURN P6-BDC 6 [152] WIDE GRATE

Design and Dimensional Data (inches and [mm]) are Subject to Manufacturing Tolerances and Change Without Notice

Table with 4 columns: Please Check, Item No., Part Number, Item I.D. Row 1: Check mark, 3, 94472, P6-BDC

Back to Index



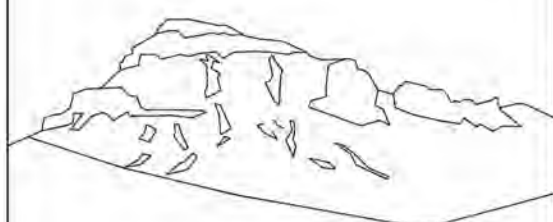
BDC GRATE ENGINEERING SPECIFICATION: ZURN P6-BDC 20" [508mm] X 5-3/8" [137mm] Black acid resistant epoxy coated Ductile Iron slotted grate weighing 4.5 lbs per linear foot [6.5kg/m]. The grate has an open area of 28.2 in² per linear foot [594cm²/m]. Grate conforms to DIN rating of C, ANSI rating of Heavy-Duty, H-20 load rated and ASTM A536 Grade 80-55-06.

Table with 2 columns: Property and Value. Properties include Material (Ductile Iron), DIN Rating (Class C), Weight (4.5 lb/ft), Open Area (28.2 in²/ft), ANSI Rating (Heavy-Duty), Application (Dynamic Loads), Slot Width/Hole Size (1/2" [12.7mm]), ADA (No), H-20 (Yes), FAA (No).

Warnings and contact information for Zurn Industries, LLC, including website links for safety warnings and contact details for the US and Canada.

Zurn Trench Drain

Zurn Trench Drain Grate



Uncompahgre Engineering, LLC

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

SUBMISSIONS:

Town Council Worksession 2023-09-13
Submittal 2024-09-03

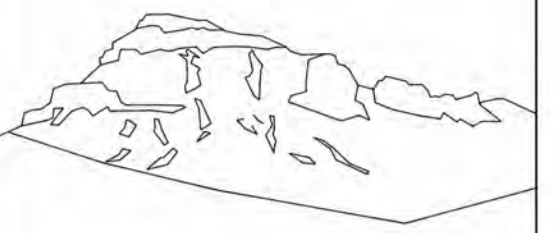
Giles Residence
Lot 7
Vischer Drive
Mtn. Village, CO



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Notes

C1



Uncompahgre Engineering, LLC

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

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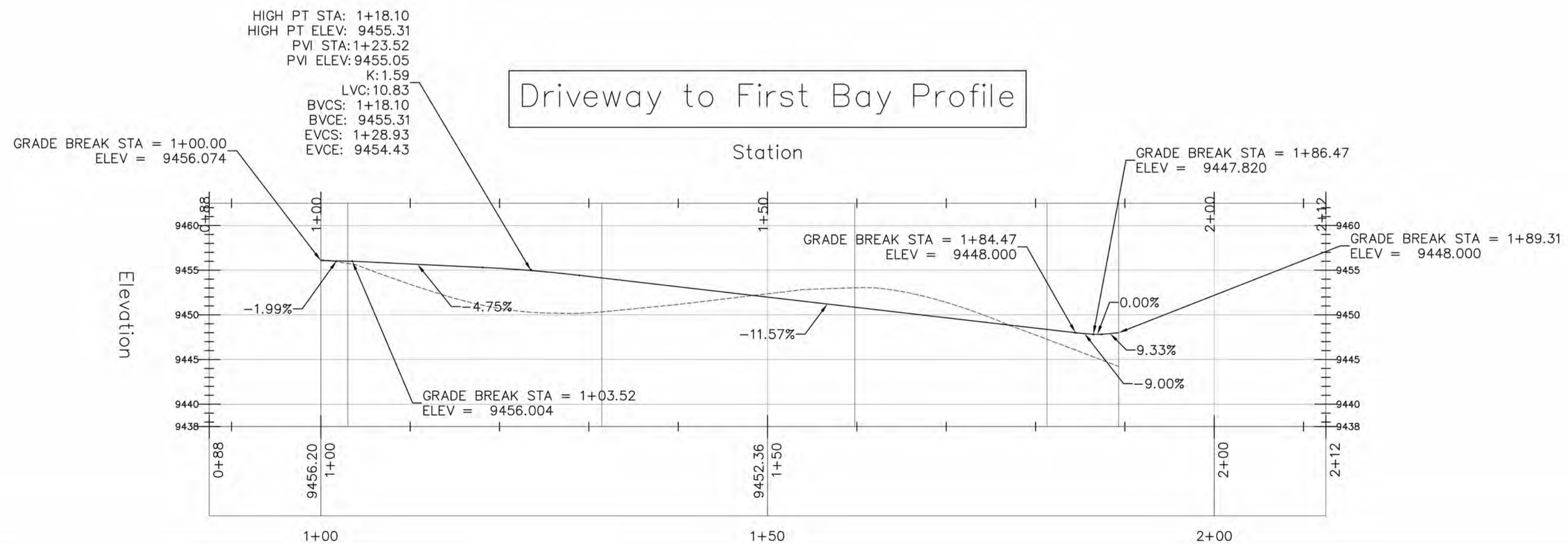
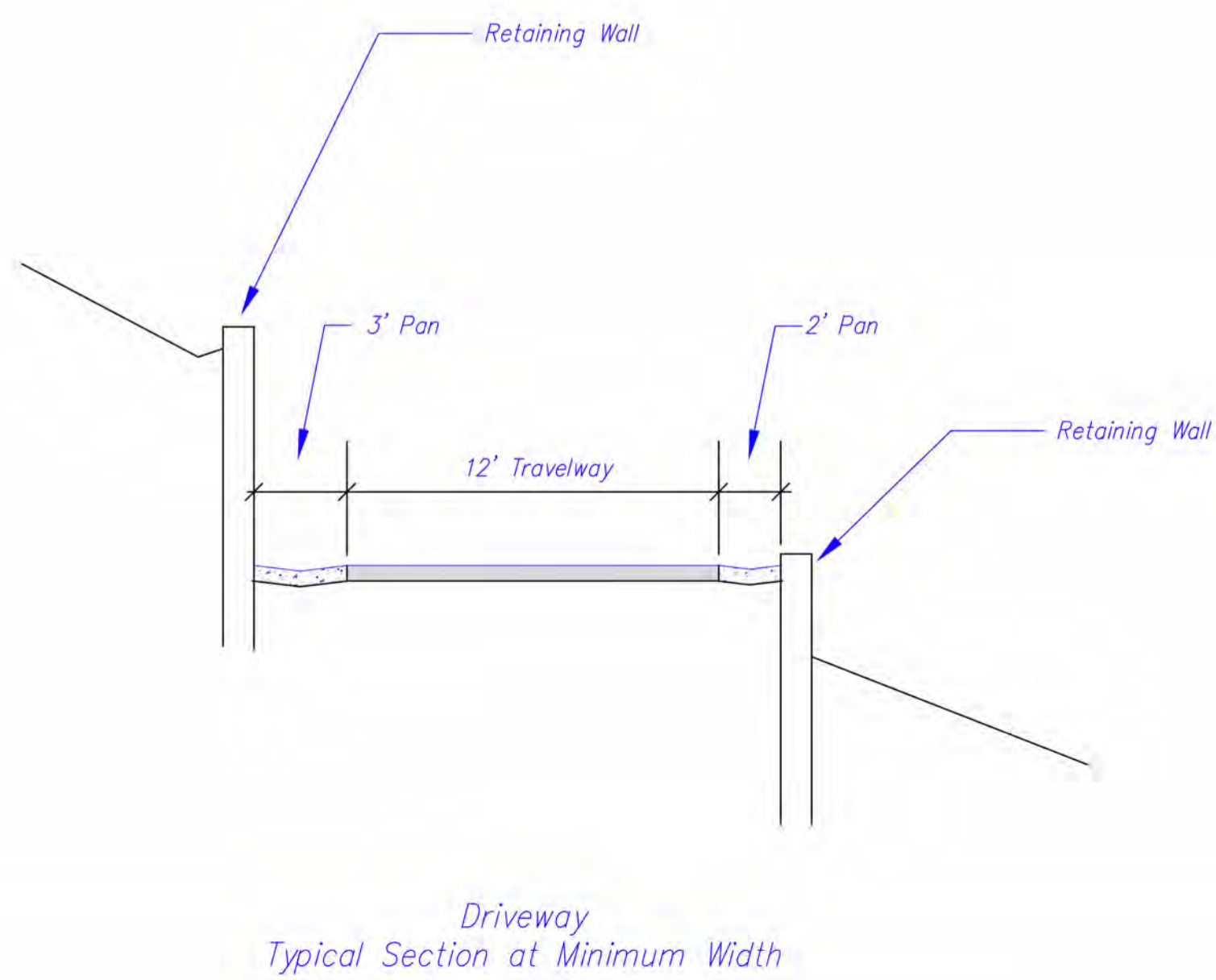
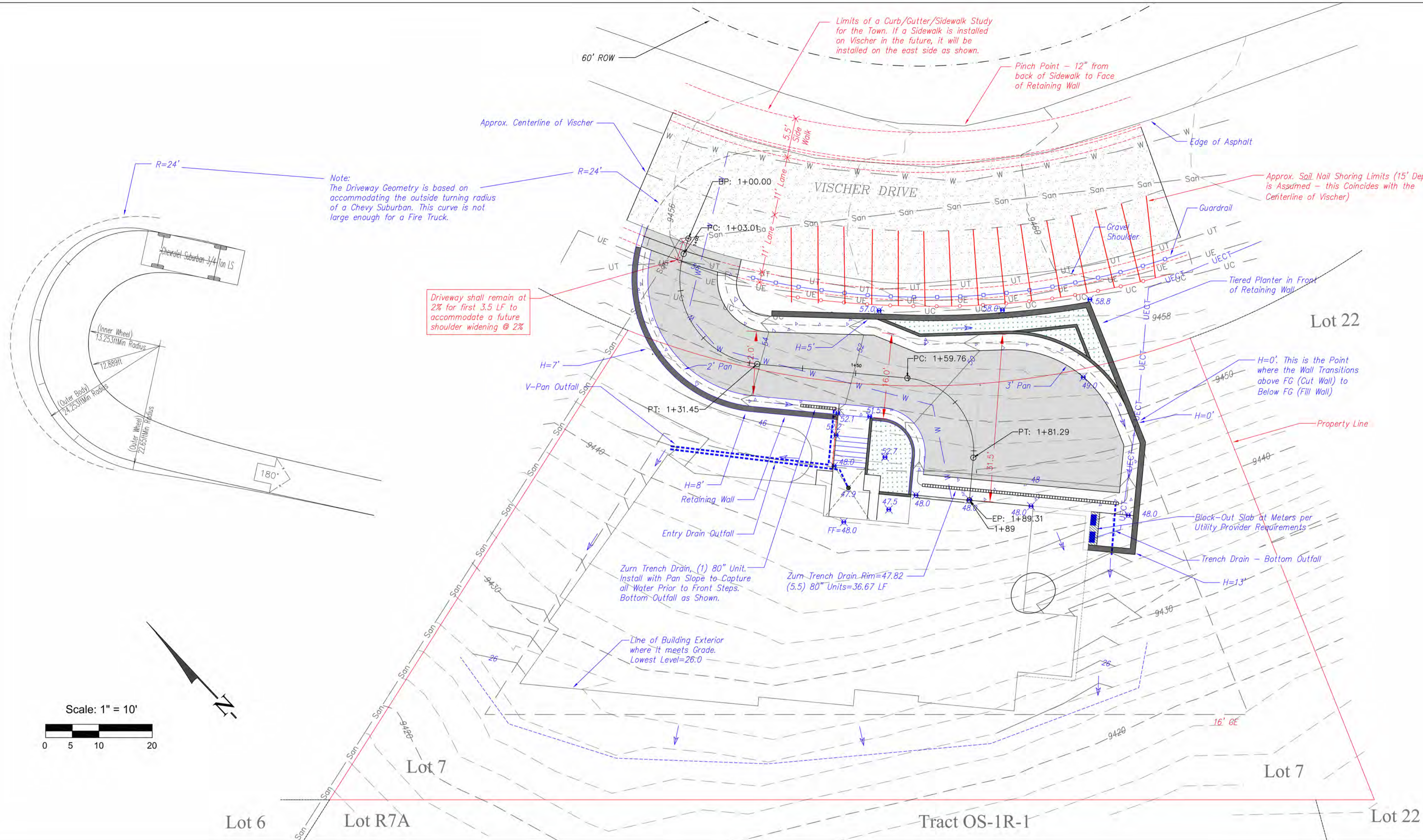
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Grading and Drainage

C2.1





Uncompahgre
Engineering, LLC

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

SUBMISSIONS:

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Submittal 2024-09-03

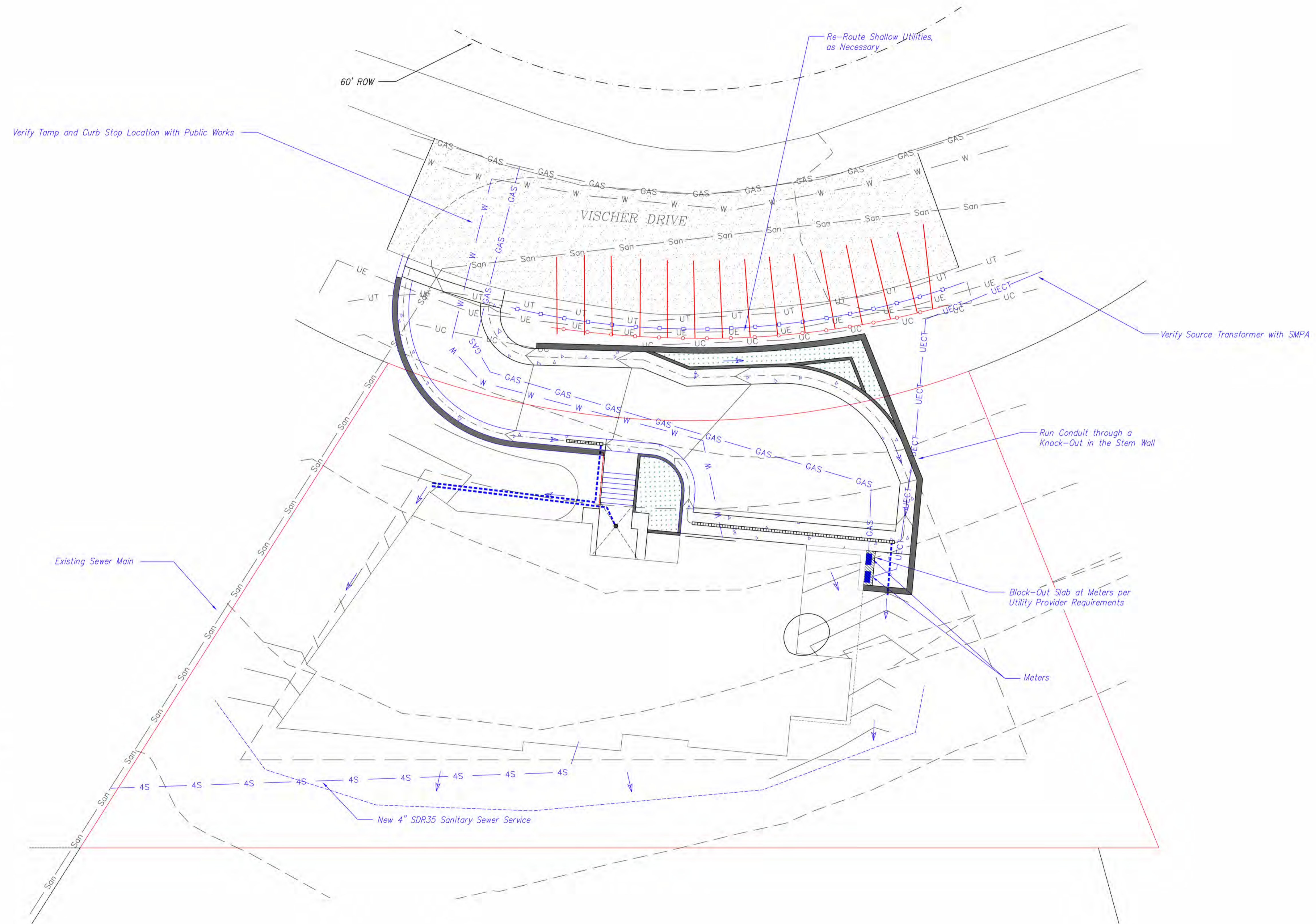
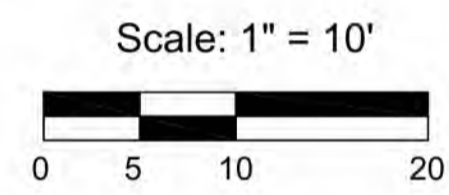
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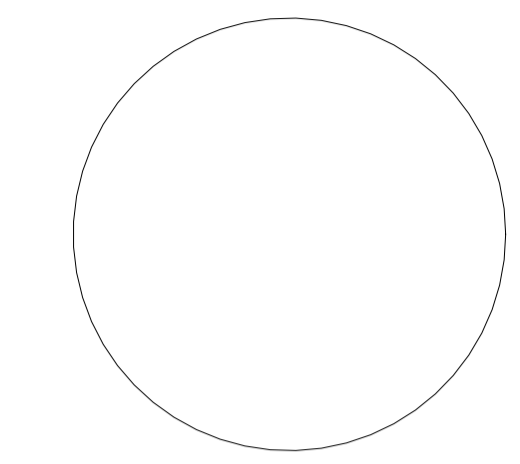


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CHAPTERS AND INTERDISCIPLINARY DRAWINGS
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ARCHITECT PRIOR TO ANY FIELD WORK BEING
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Utilities

C3





Submissions

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SITE COVERAGE AREA SUMMARY

MAX SITE COVERAGE ALLOWED = 40% OF LOT AREA (SINGLE FAMILY LOTS < ONE ACRE)

LOT AREA = 12 632.40 SF

40% OF LOT AREA = 5 052.96 SF ALLOWABLE

Name	Area
Site Coverage	4146.7 SF

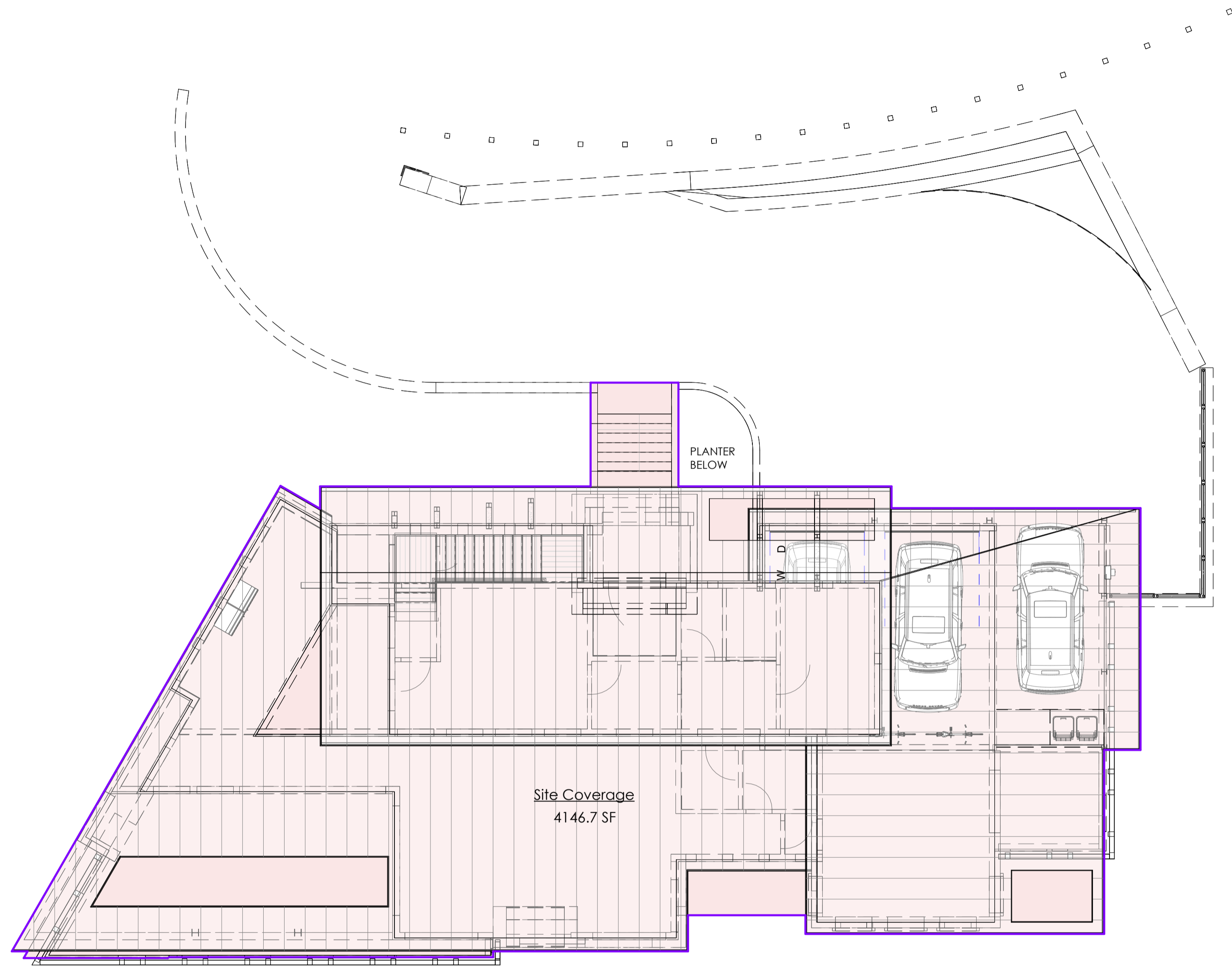
PROPOSED SITE COVERAGE = 4146.7 SF -OR- 32.83%. (THIS IS 906.26 SF -OR- 7.17% LESS THAN THE MAX ALLOWABLE)

CDC SITE COVERAGE DEFINITION

THE TOTAL HORIZONTAL AREA OF ANY BUILDING, CARPORT, PORTE-COCHERE OR ARCADE AND SHALL ALSO INCLUDE WALKWAYS, ROOF OVERHANGS, EAVES, EXTERIOR STAIRS, DECKS, COVERED PORCHES, TERRACES AND PATIOS.

SUCH HORIZONTAL MEASUREMENT SHALL BE FROM THE DRIP LINES OF BUILDINGS AND FROM THE EXTERIOR SURFACE OF THE TOTAL WALL ASSEMBLY.

NOTE: ALL AREAS ARE TAKEN FROM EXTERNAL FACE OF FRAMING OR GRIDLINE.



1 Site Coverage
SCALE 0 1 2 4 8 1/8" = 1'-0"

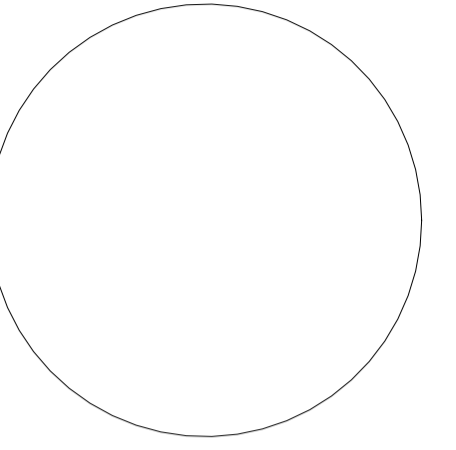
GILES

LOT 7 VISCHER DR.
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CO | 81435

Site Coverage

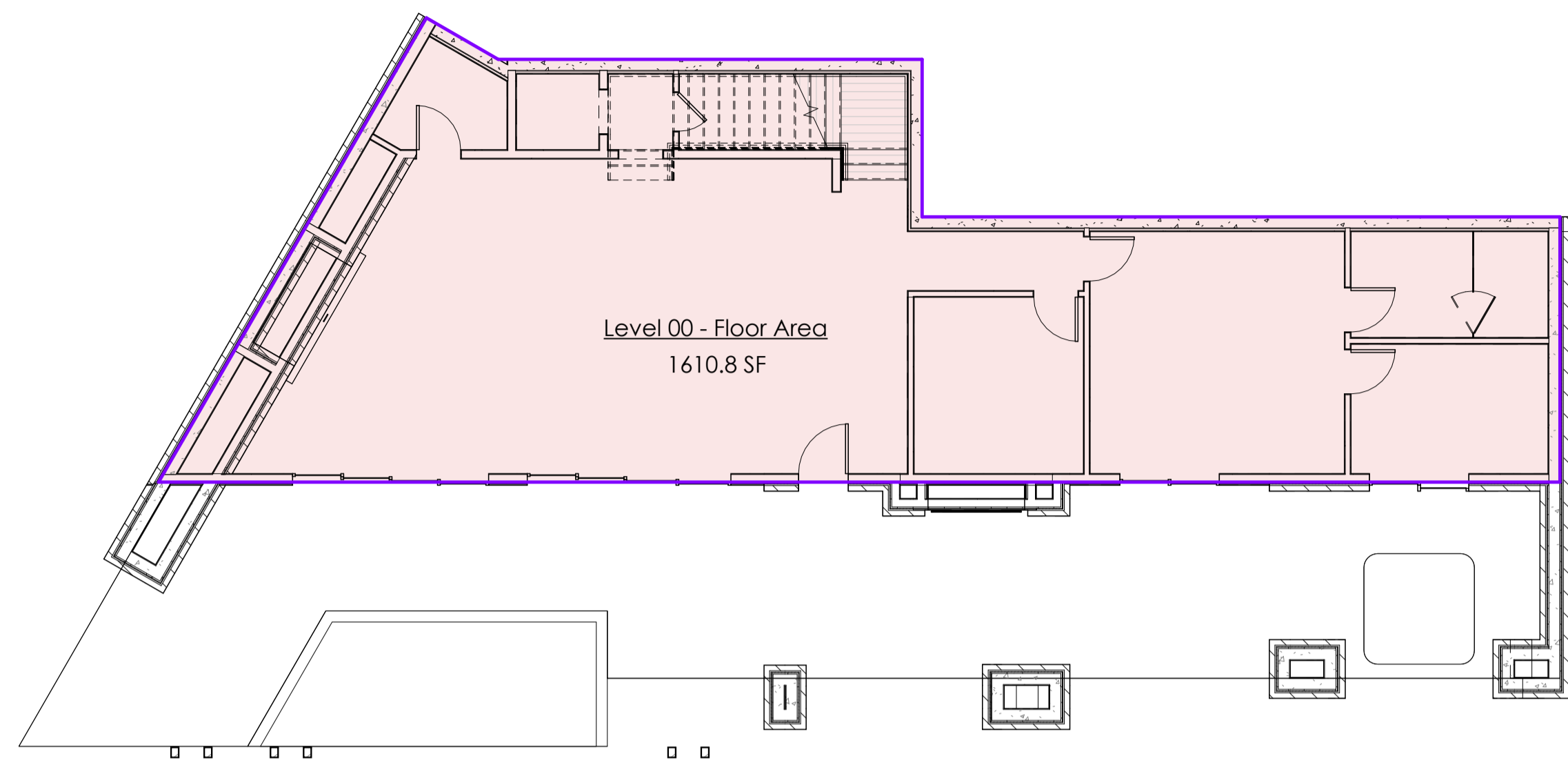
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A1.2

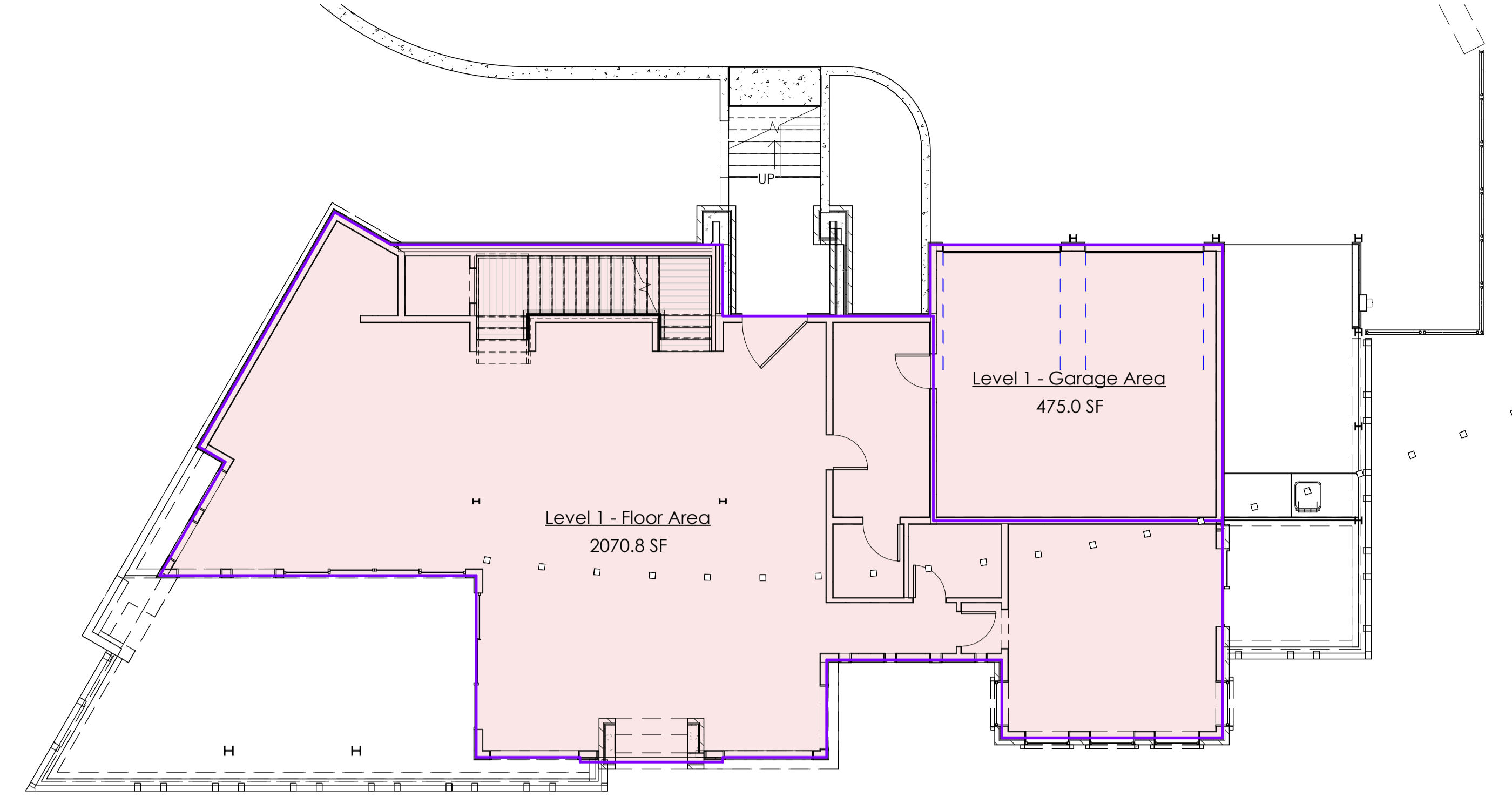


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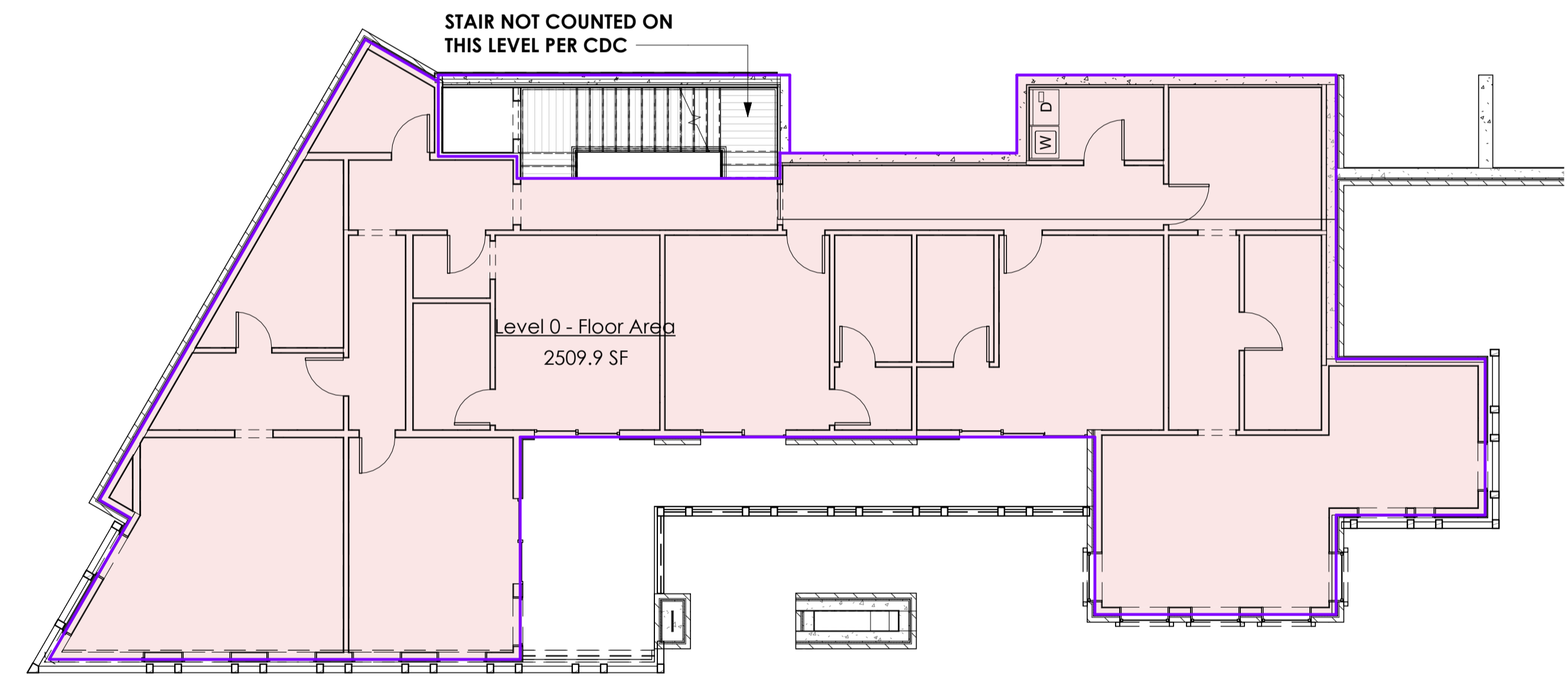
INTERNAL REVIEW	23.10.02
CLIENT MEETING	23.10.03
INTERNAL REVIEW	23.10.05
PROGRESS SET	24.07.12
INITIAL DRB REVIEW	24.10.18



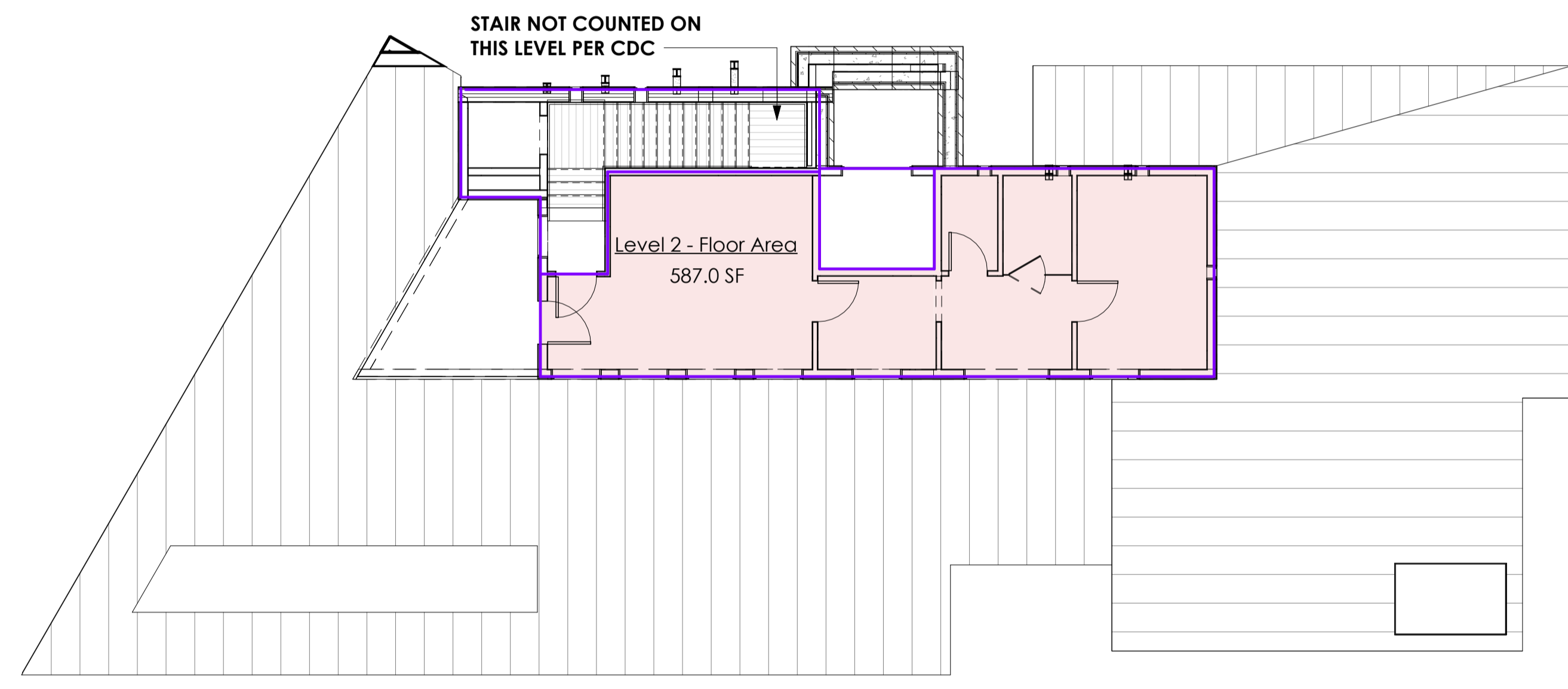
1 Level 00 - Floor Area
SCALE 1/8" = 1'-0"



3 Level 1 - Floor Area
SCALE 1/8" = 1'-0"



2 Level 0 - Floor Area
SCALE 1/8" = 1'-0"



4 Level 2 - Floor Area
SCALE 1/8" = 1'-0"

NOTE: ALL AREAS ARE TAKEN FROM EXTERNAL FACE OF FRAMING OR GRIDLINE.

TOTAL FLOOR AREA - GROSS		
Name	Level	Area
Level 0 - Floor Area	Level 0	2509.9 SF
Level 00 - Floor Area	Level 00	1610.8 SF
Level 1 - Floor Area	Level 1	2070.8 SF
Level 1 - Garage Area	Level 1	475.0 SF
Level 2 - Floor Area	Level 2	587.0 SF
Grand total: 5		7253.5 SF

MV CDC - FLOOR AREA DEFINITION
THE SUM OF ALL AREA(S) WITHIN THE EXTERIOR WALLS OF A BUILDING OR PORTION THEREOF, MEASURED FROM THE EXTERIOR FACES OF THE EXTERIOR WALLS, EXCLUDING THE AREA WITHIN ATTACHED OR DETACHED GARAGES AND ATTICS OR CRAWL SPACES PROVIDED THAT SUCH AREAS MEET THE FOLLOWING FLOOR AREA EXCLUSIONS.
e. STAIRWAYS: STAIRS WITHIN A DWELLING UNIT SHALL ONLY BE COUNTED ON EVERY OTHER LEVEL.

GILES

LOT 7 VISCHER DR.
MOUNTAIN VILLAGE
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Floor Area Calculations

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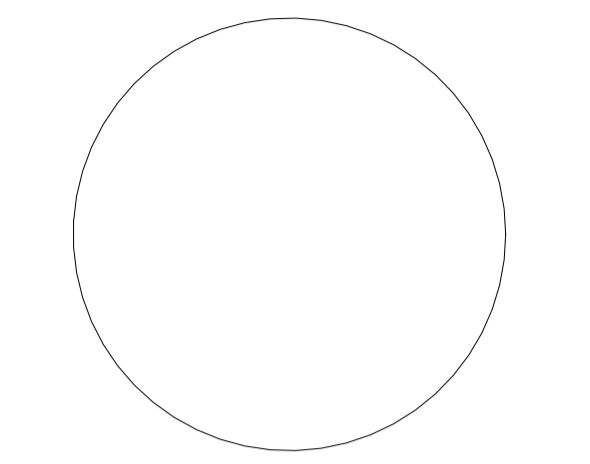
A1.3

MAXIMUM ROOF HEIGHT CALCULATIONS					
7 Vischer LOT 7					
TELLURIDE MOUNTAIN VILLAGE					
MAXIMUM ROOF HEIGHT CALCULATIONS MAIN HOUSE					
ROOF POINT #	ROOF POINT ELEVATION	NATURAL GRADE ELEVATION	CALCULATED ROOF HEIGHT (FEET) ABOVE NATURAL GRADE	PROPOSED GRADE ELEVATION BELOW	CALCULATED ROOF HEIGHT (FEET) ABOVE FINISH GRADE
M01	9 478.33	(9 442.33)	36.00	N/A	N/A
M02	9 478.33	(9 439.58)	38.75	N/A	N/A
M03	9 465.27	(9 442.15)	23.13	9 441.88	23.40
M04	9 462.27	(9 434.65)	27.63	N/A	N/A
M05	9 463.06	(9 428.15)	34.92	9424	39.06
M06	9 461.71	(9 442.13)	19.58	N/A	N/A
35' + 5" = MAX HEIGHT FOR SHED ROOF FORMS					
MAX HEIGHT = 39.06' (M05) COMPLIANT BY 0.94'					

7 Vischer LOT 7						AVERAGE ROOF HEIGHT CALCULATIONS					
TELLURIDE MOUNTAIN VILLAGE						TELLURIDE MOUNTAIN VILLAGE					
AVERAGE ROOF HEIGHT CALCULATIONS (METHOD 2)						AVERAGE ROOF HEIGHT CALCULATIONS (METHOD 2)					
ROOF POINT #	ROOF POINT ELEVATION	NATURAL GRADE ELEVATION	CALCULATED ROOF HEIGHT (FEET) ABOVE NATURAL GRADE	PROPOSED GRADE ELEVATION BELOW	CALCULATED ROOF HEIGHT (FEET) ABOVE FINISH GRADE	ROOF POINT #	ROOF POINT ELEVATION	NATURAL GRADE ELEVATION	CALCULATED ROOF HEIGHT (FEET) ABOVE NATURAL GRADE	PROPOSED GRADE ELEVATION BELOW	CALCULATED ROOF HEIGHT (FEET) ABOVE FINISH GRADE
RA01	9 468.02	(9 443.27)	24.75	9 445.02	23.00	RB01	9 458.00	(9 444.29)	13.71	N/A	N/A
RA02	9 468.02	(9 445.10)	22.92	9 448.00	20.02	RB02	9 457.06	(9 444.40)	12.67	9 448.00	9.06
RA03	9 468.02	(9 445.52)	22.50	9 448.00	20.02	RB03	9 457.06	(9 441.31)	15.75	9 448.00	9.06
RA04	9 476.25	(9 440.29)	35.96	N/A	N/A	RB04	9 457.06	(9 434.44)	22.63	9 432.60	24.46
RA05	9 470.02	(9 434.60)	35.42	N/A	N/A	RB05	9 457.42	(9 429.27)	28.15	9 429.27	28.15
RA06	9 470.02	(9 436.85)	33.17	N/A	N/A	RB06	9 457.71	(9 427.23)	30.48	9 426.90	30.81
RA07	9 470.02	(9 435.52)	34.50	N/A	N/A	RB07	9 459.04	(9 424.38)	34.67	9 424.13	34.92
RA08	9 463.58	(9 438.21)	25.38	N/A	N/A	RB08	9 461.75	(9 427.06)	34.69	9 424.00	37.75
TOTAL ROOF HEIGHT ABOVE GRADE / 8 = 234.6 / 8 = 29.33						TOTAL ROOF HEIGHT ABOVE GRADE / 11 = 278.79 / 11 = 25.34					
AVERAGE HEIGHT = 29.33' COMPLIANT BY 5.67'						AVERAGE HEIGHT = 25.34' COMPLIANT BY 9.66'					

Tommy Hein
ARCHITECTS

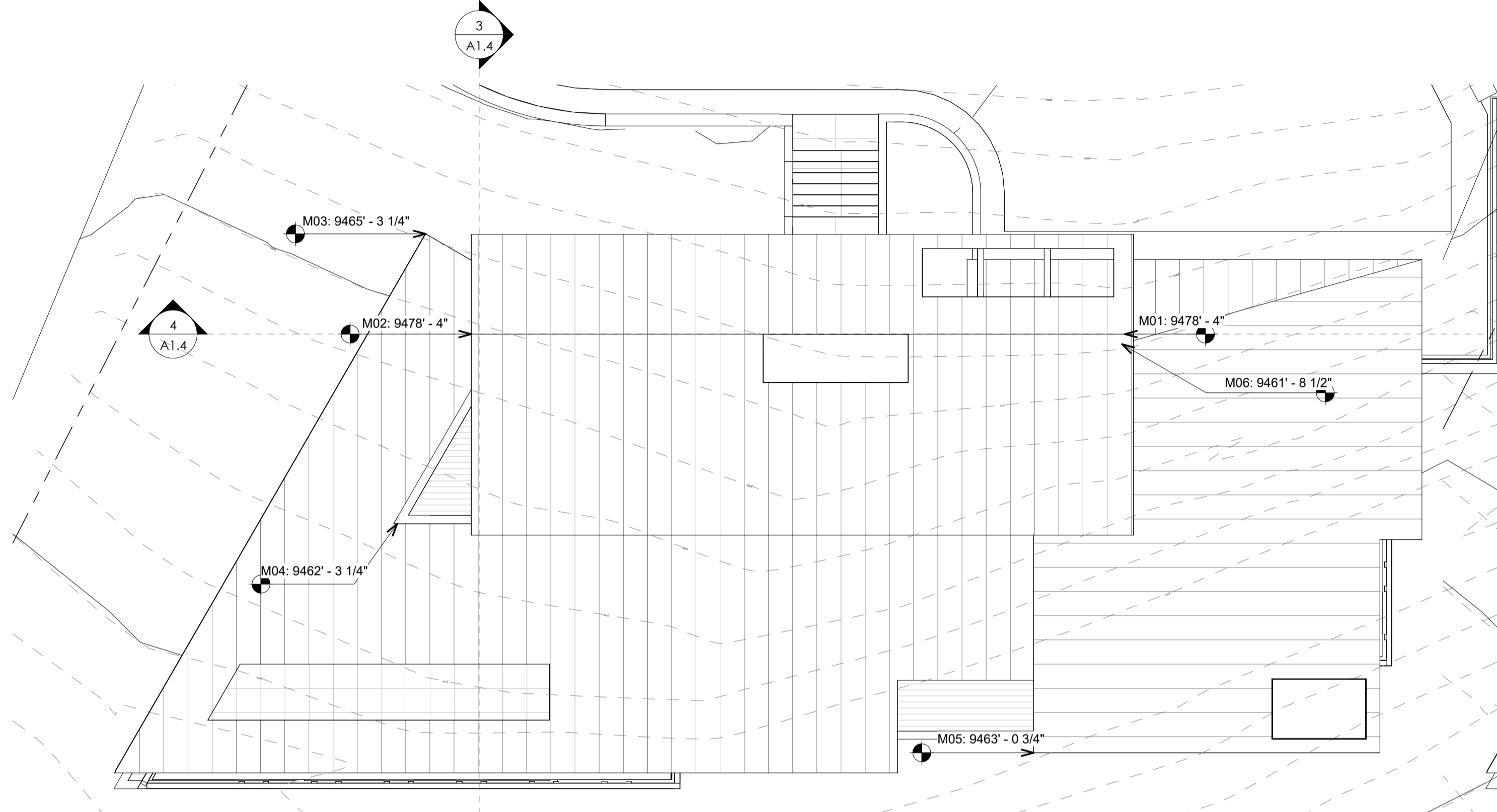
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Telluride, Colorado 81435
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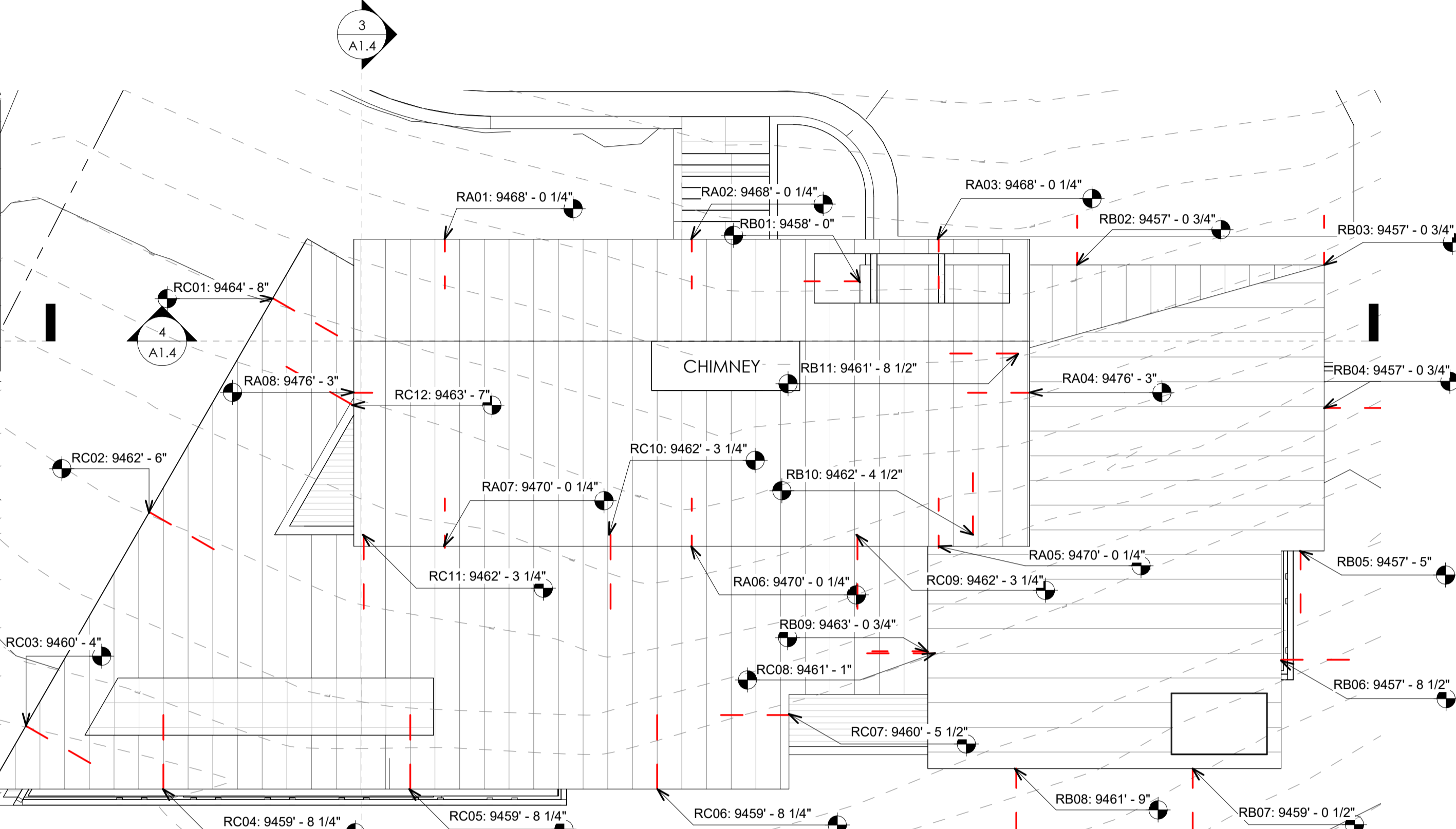
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Submissions

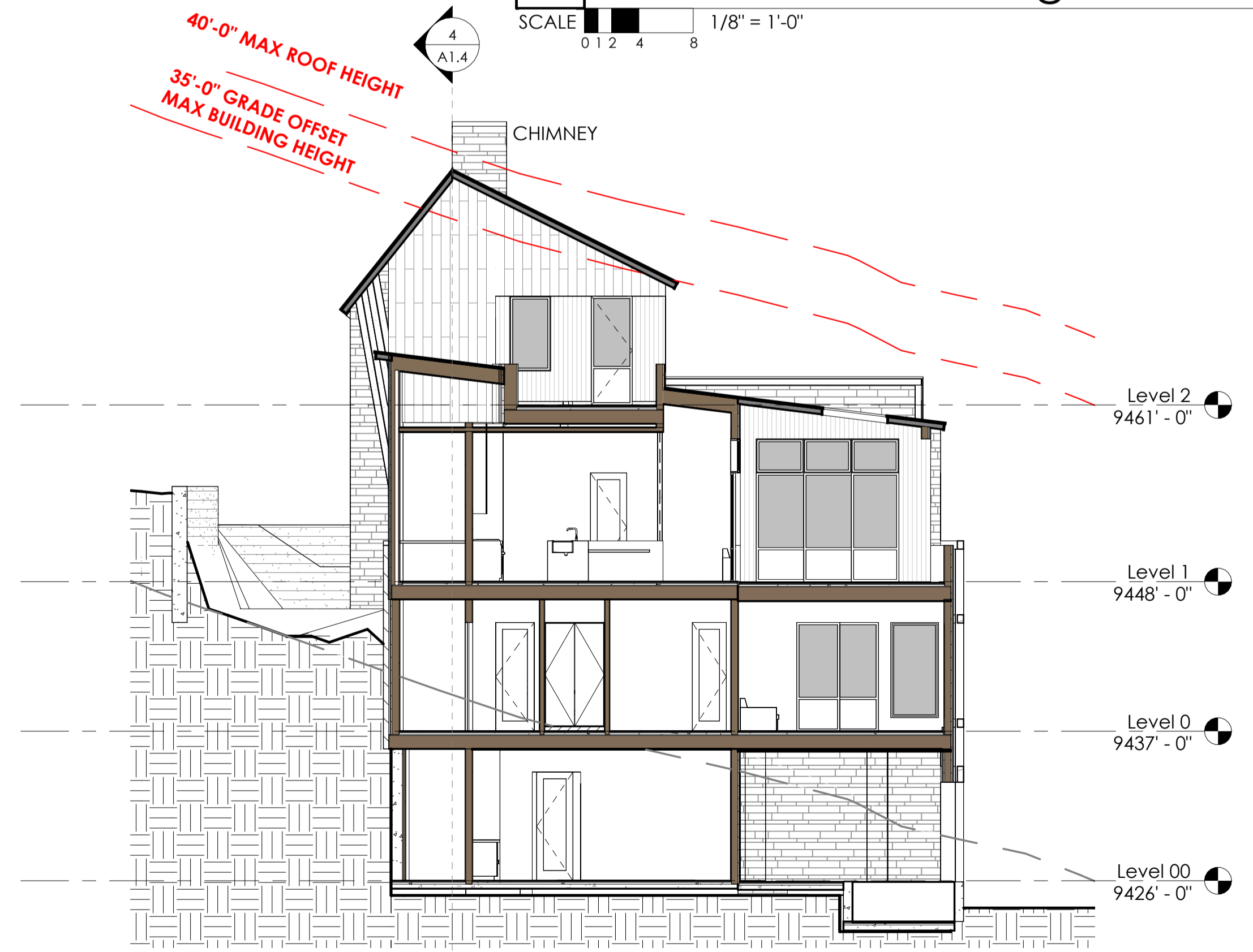
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PROGRESS SET	24.07.12
INITIAL DRB REVIEW	24.10.18



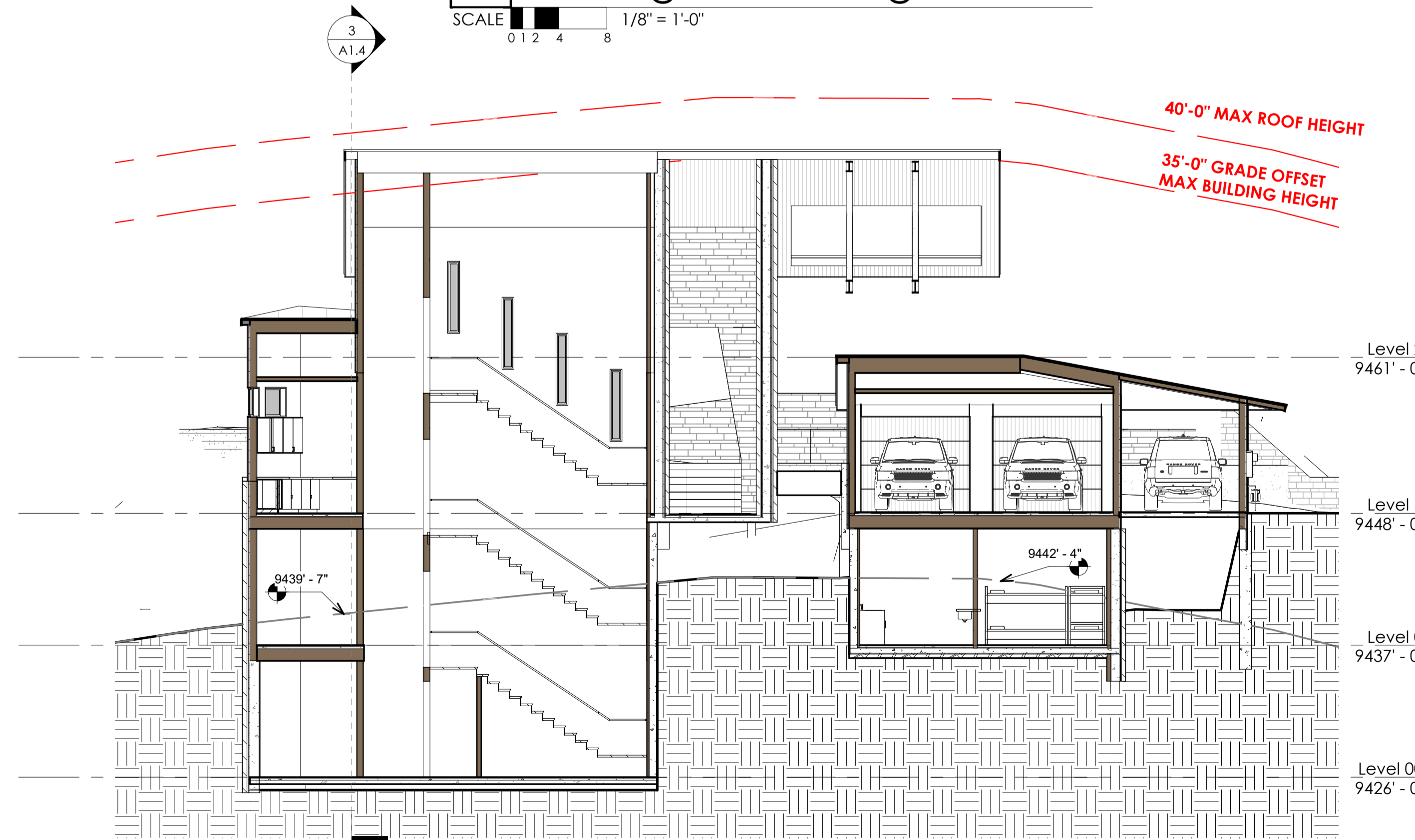
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SCALE 1/8" = 1'-0"



2 Average Roof Height Points
SCALE 1/8" = 1'-0"



3 Height Section 1
SCALE 1/8" = 1'-0"



4 Height Section 2
SCALE 1/8" = 1'-0"

GILES

LOT 7 VISCHER DR.
MOUNTAIN VILLAGE
CO | 81435

**Building Height
Calcs &
Basement
Proof**

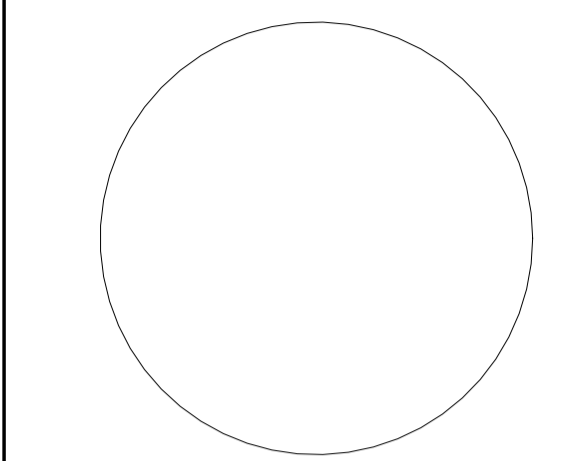
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A1.4

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 9. ALL EGRESS WINDOW OPENINGS TO BE 42" MAXIMUM FROM FINISHED FLOOR TO BOTTOM OF OPENING. THIS TAKES PRECEDENCE OVER ANY GRAPHIC REPRESENTATION IN THE DOCUMENTS.
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 15. ALL EXTERIOR TERRACES OVER INTERIOR SPACE BELOW TO BE WATERPROOFED TO THE HIGHEST SYSTEM STANDARD.

Tommy Hein
ARCHITECTS

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INITIAL DRB REVIEW	24.10.18

GILES

LOT 7 VISCHER DR.
MOUNTAIN VILLAGE
CO | 81435

Level 00 - Floor Plan

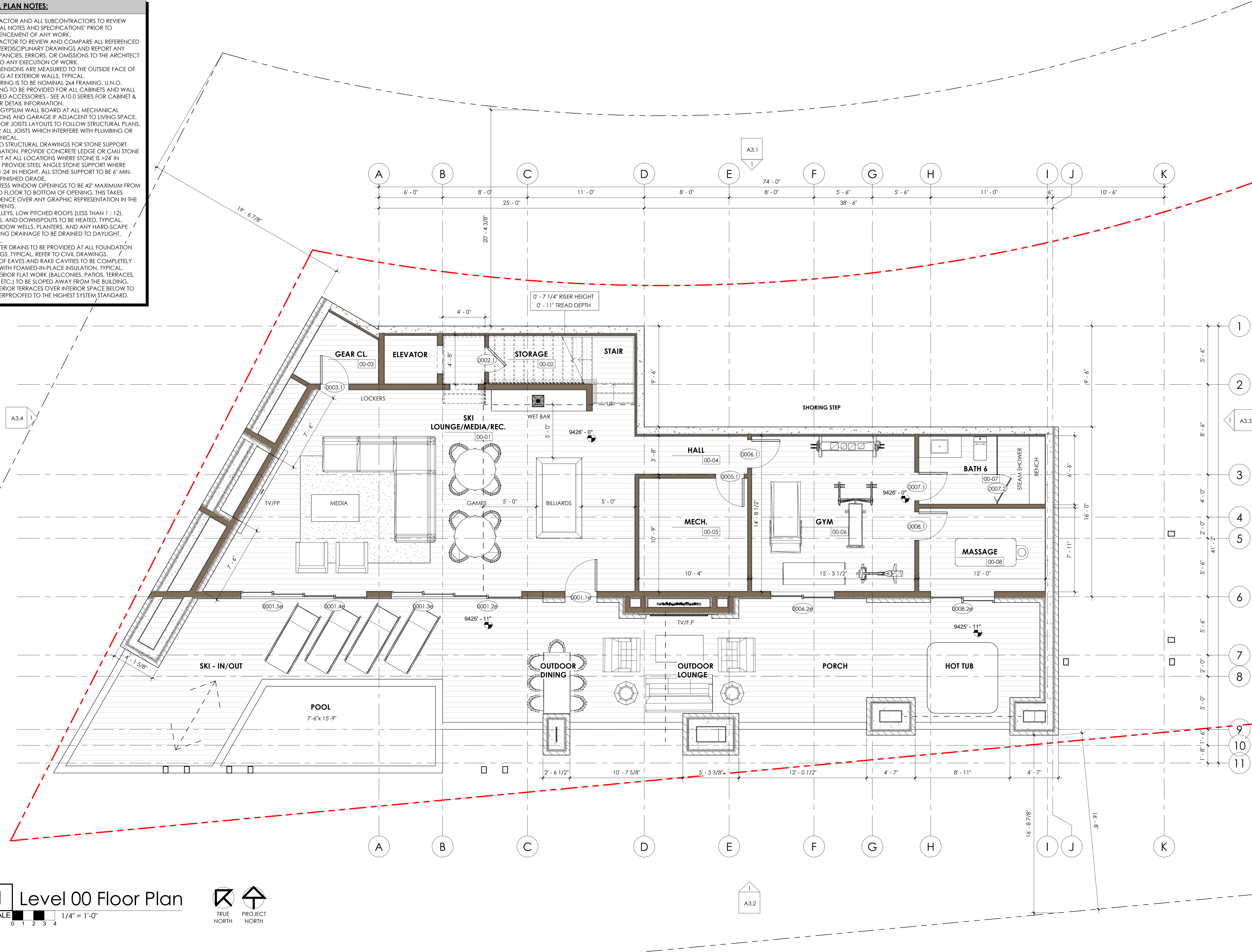
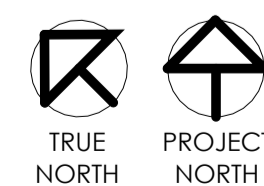
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A2.1

Autodesk Docs\17 Vischer - Giles\LOT 7 Vischer Drive_CURRENT.rvt

PlotTime 2024/10/18 17:58:51

1 Level 00 Floor Plan
SCALE 1/4" = 1'-0"



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GILES

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Level 0 - Floor Plan

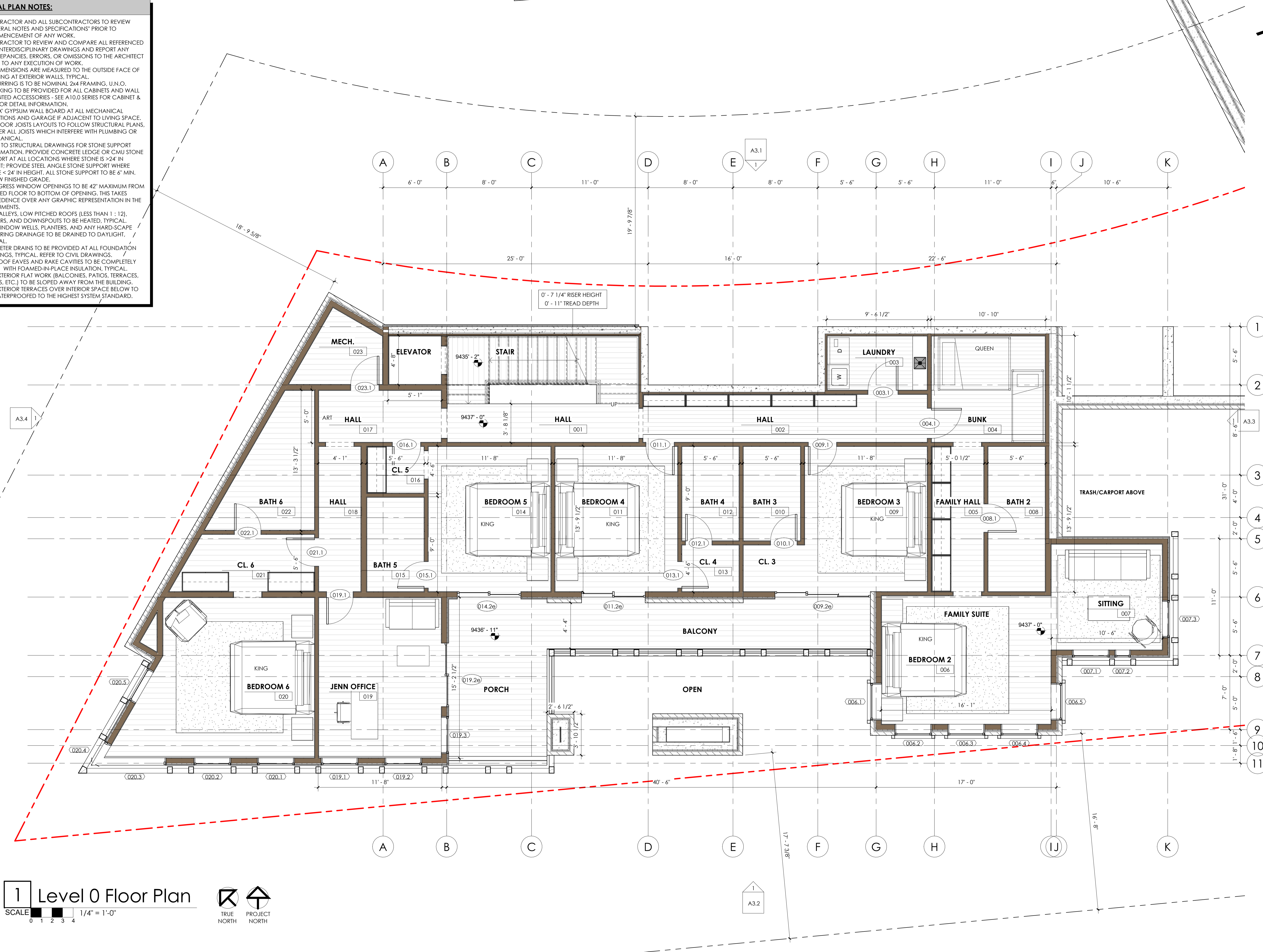
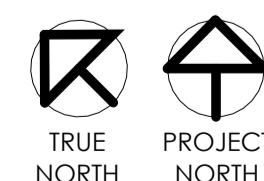
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A2.2

Plot Time 2024/10/18 17:56:53 Autodesk Docs\17 Vischer - Giles\LOT 7 Vischer Drive_CURRENT.rvt

1 Level 0 Floor Plan

SCALE 0 1 2 3 4 1/4" = 1'-0"



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GILES

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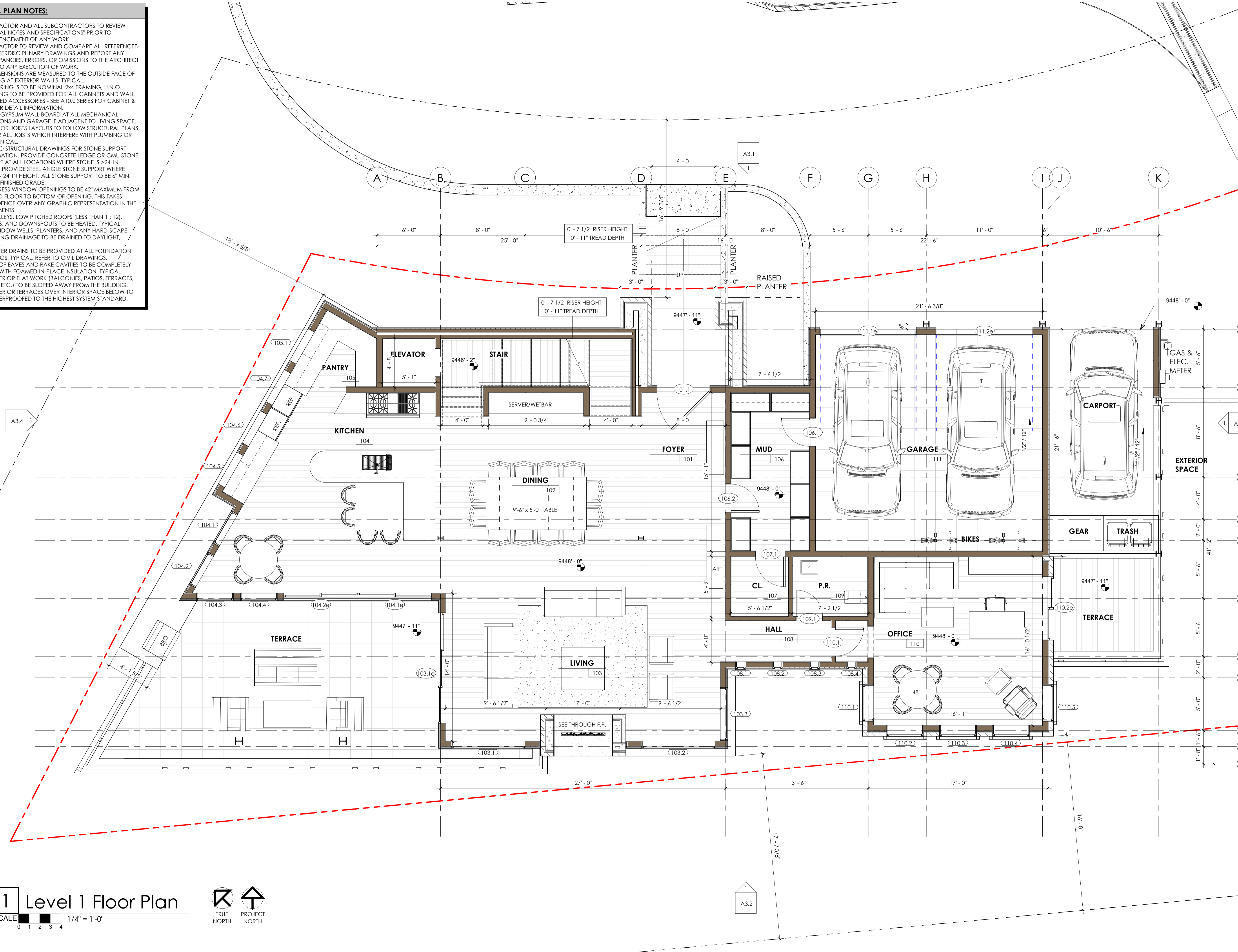
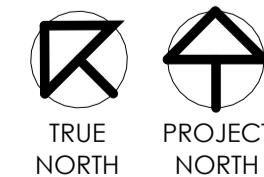
Level 1 - Floor Plan

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A2.3

Plot Time 2024/10/18 17:59:25 Autodesk Docs\17 Vischer - Giles\LOT 7 Vischer Drive_CURRENT.rvt

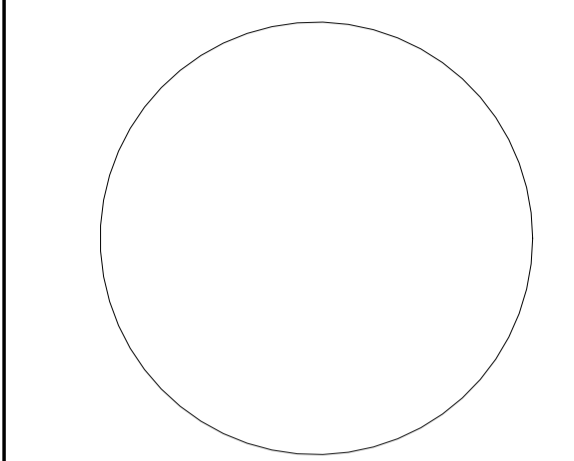
1 Level 1 Floor Plan
SCALE 1/4" = 1'-0"
0 1 2 3 4



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ARCHITECTS

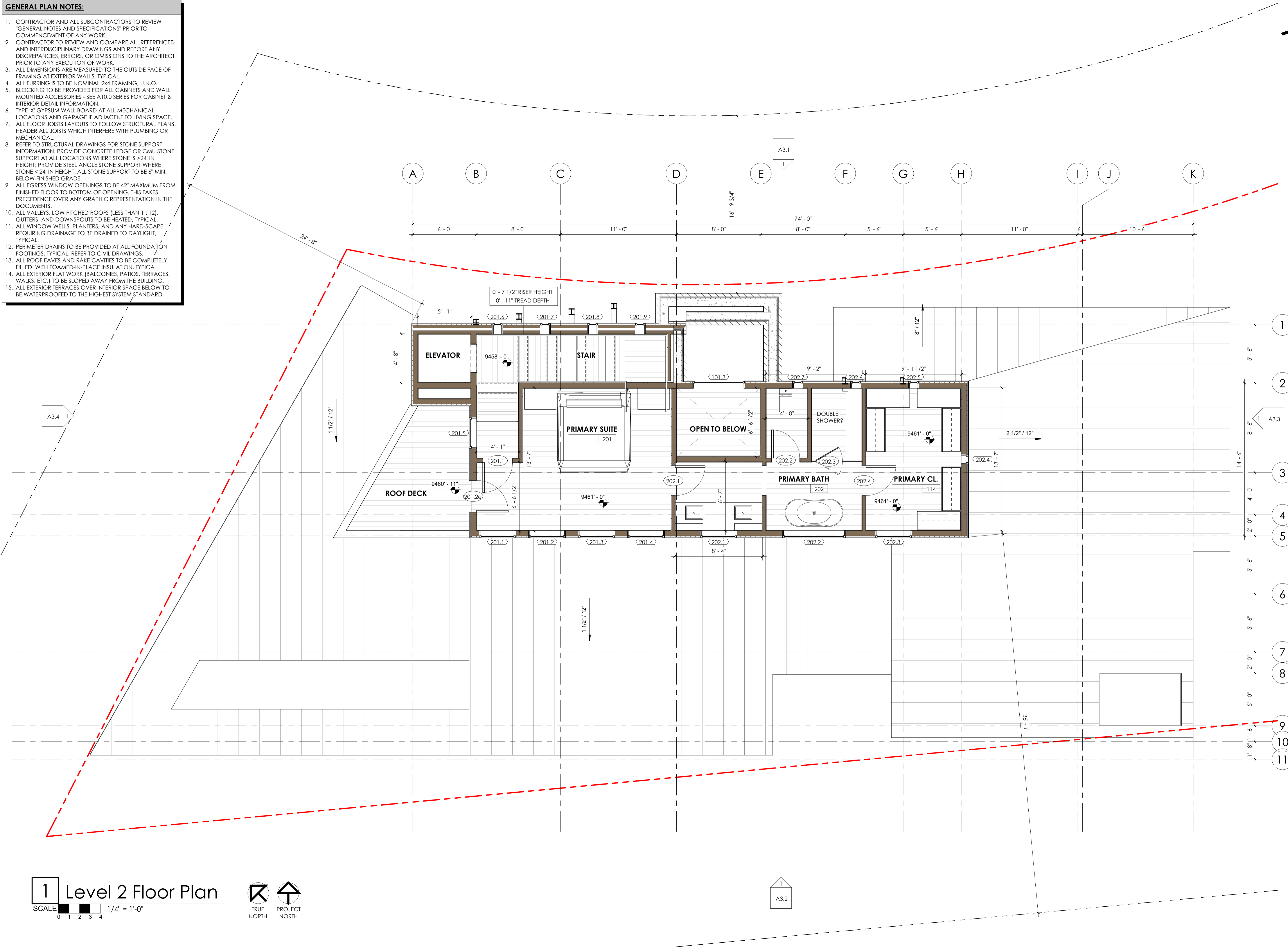
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GILES

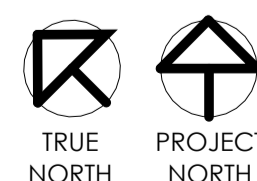
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Level 2 - Floor Plan

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A2.4

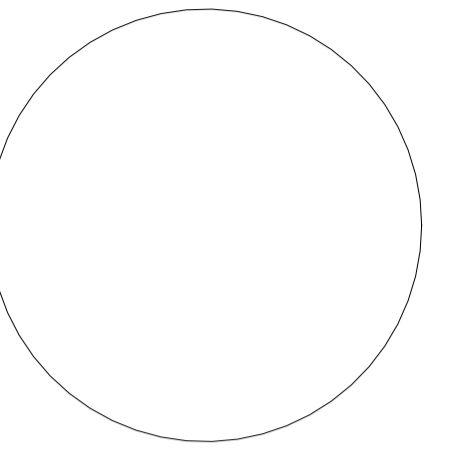
1 Level 2 Floor Plan
SCALE 1/4" = 1'-0"



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 3. ALL DIMENSIONS ARE MEASURED TO THE OUTSIDE FACE OF FRAMING AT EXTERIOR WALLS, TYPICAL.
 4. ALL FURRING IS TO BE NOMINAL 2x4 FRAMING, U.N.O.
 5. BLOCKING TO BE PROVIDED FOR ALL CABINETS AND WALL MOUNTED ACCESSORIES - SEE A10.0 SERIES FOR CABINET & INTERIOR DETAIL INFORMATION.
 6. TYPE 'X' GYPSUM WALL BOARD AT ALL MECHANICAL LOCATIONS AND GARAGE IF ADJACENT TO LIVING SPACE.
 7. ALL FLOOR JOISTS LAYOUTS TO FOLLOW STRUCTURAL PLANS, HEADER ALL JOISTS WHICH INTERFERE WITH PLUMBING OR MECHANICAL.
 8. REFER TO STRUCTURAL DRAWINGS FOR STONE SUPPORT INFORMATION. PROVIDE CONCRETE LEDGE OR CMU STONE SUPPORT AT ALL LOCATIONS WHERE STONE IS >24" IN HEIGHT; PROVIDE STEEL ANGLE STONE SUPPORT WHERE STONE < 24" IN HEIGHT. ALL STONE SUPPORT TO BE 6" MIN. BELOW FINISHED GRADE.
 9. ALL EGRESS WINDOW OPENINGS TO BE 42" MAXIMUM FROM FINISHED FLOOR TO BOTTOM OF OPENING. THIS TAKES PRECEDENCE OVER ANY GRAPHIC REPRESENTATION IN THE DOCUMENTS.
 10. ALL VALLEYS, LOW PITCHED ROOFS (LESS THAN 1 : 12), GUTTERS, AND DOWNSPOUTS TO BE HEATED, TYPICAL.
 11. ALL WINDOW WELLS, PLANTERS, AND ANY HARD-SCAPE REQUIRING DRAINAGE TO BE DRAINED TO DAYLIGHT, TYPICAL.
 12. PERIMETER DRAINS TO BE PROVIDED AT ALL FOUNDATION FOOTINGS, TYPICAL. REFER TO CIVIL DRAWINGS.
 13. ALL ROOF EAVES AND RAKE CAVITIES TO BE COMPLETELY FILLED WITH FOAMED-IN-PLACE INSULATION, TYPICAL.
 14. ALL EXTERIOR FLAT WORK (BALCONIES, PATIOS, TERRACES, WALKS, ETC.) TO BE SLOPED AWAY FROM THE BUILDING.
 15. ALL EXTERIOR TERRACES OVER INTERIOR SPACE BELOW TO BE WATERPROOFED TO THE HIGHEST SYSTEM STANDARD.

Tommy Hein
ARCHITECTS

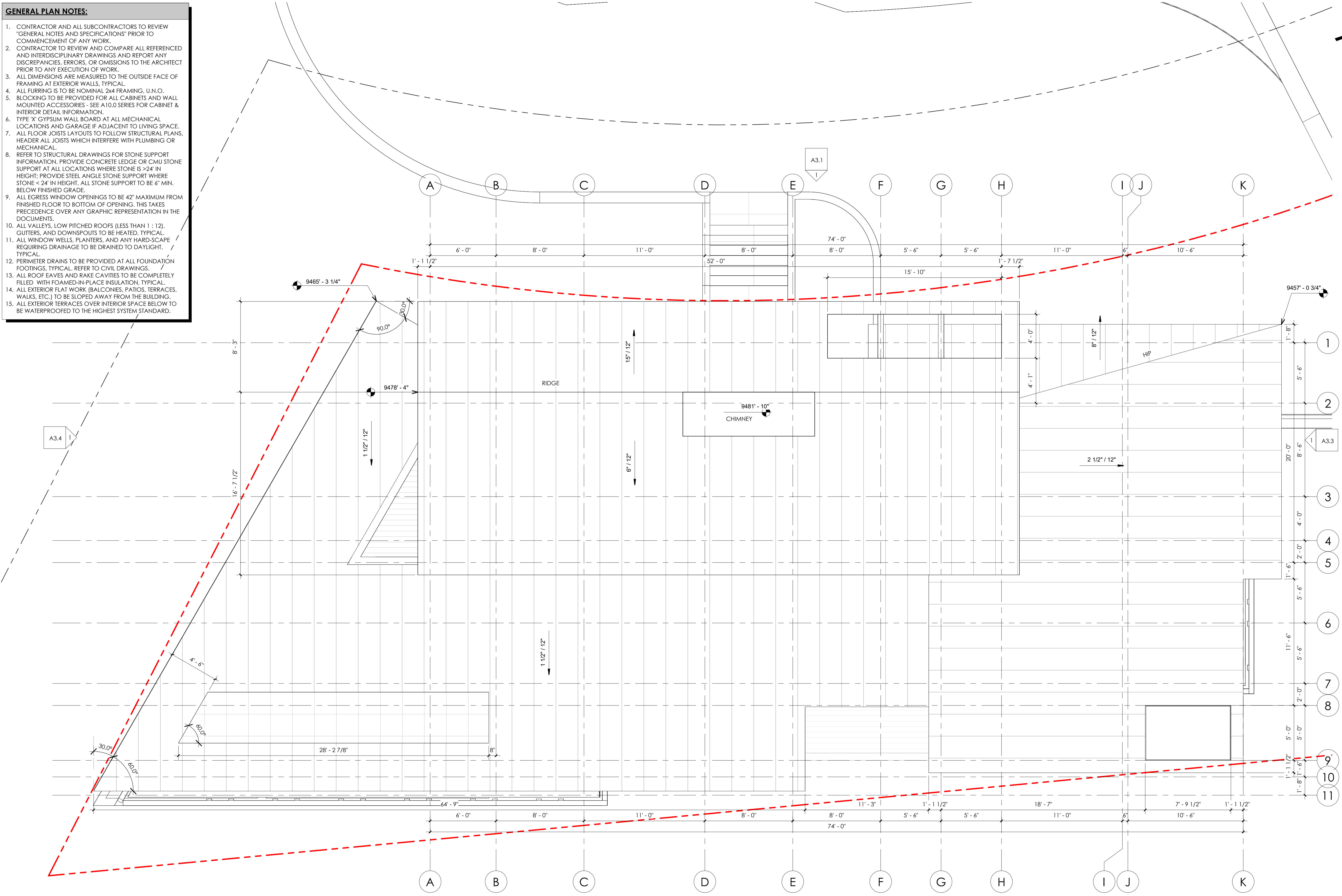
Box 3327 108 S. Oak St. Penthouse
Telluride, Colorado 81435
www.tommyhein.com 970.728.1220



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Submissions

INTERNAL REVIEW	23.10.02
CLIENT MEETING	23.10.03
INTERNAL REVIEW	23.10.05
PROGRESS SET	24.07.12
INITIAL DRB REVIEW	24.10.18



GILES

LOT 7 VISCHER DR.
MOUNTAIN VILLAGE
CO | 81435

Roof Plan

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







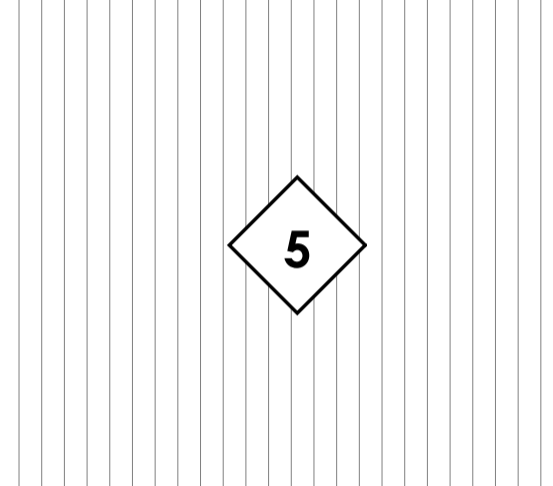
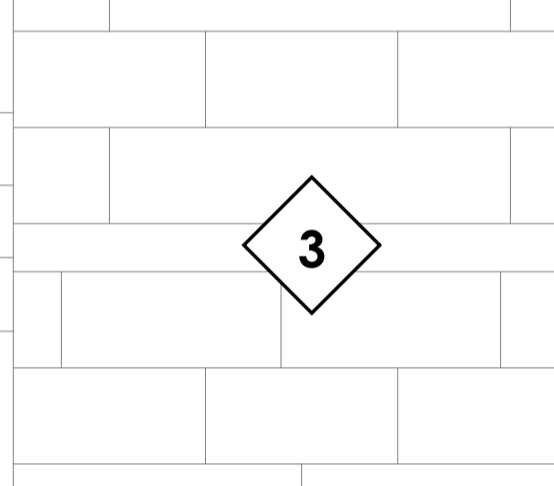
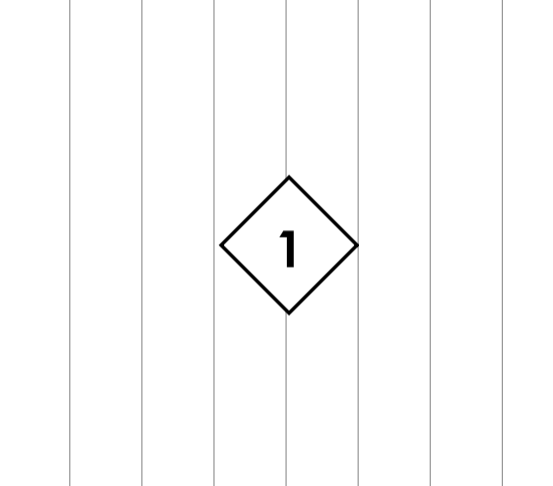
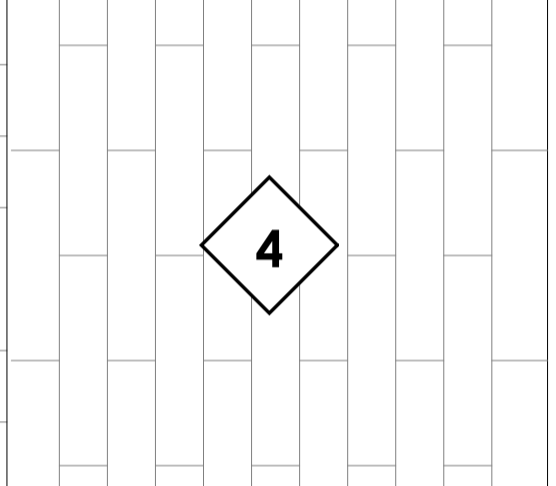
A2.5

1 Roof Plan
SCALE 0 1 2 3 4 1/4" = 1'-0"
TRUE NORTH PROJECT NORTH

Submissions

INTERNAL REVIEW	23.10.02
CLIENT MEETING	23.10.03
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EXTERIOR MATERIALS

				
<p>TIMBERTECH VINTAGE COLLECTION</p> <p>7 1/4" BOARDS WITH 3/4" REVEAL FOR DRIP-THROUGH DRAINAGE</p> <p>WALNUT STAIN DECKING</p>	<p>BARNWOOD, WEATHER AGED</p> <p>ROUGH SAWN</p> <p>VERTICAL SIDING - 6" BOARDS WEATHERPROOF OAK STAIN</p> <p>MILLED BUTT JOINTS WITH 1/4" DARK STAINED REVEAL</p>	<p>STONE VENEER</p> <p>KANSAS GRAY LIMESTONE</p> <p>2-3" THICK</p> <p>MEDIUM WARM GRAY</p> <p>LARGE RUBBLE PATTERN</p>	<p>ROOFING</p> <p>MATTE LIGHT GRAY BONDERIZED</p> <p>STANDING SEAM 12" O.C.</p>	<p>STEEL PANEL SIDING</p>
				


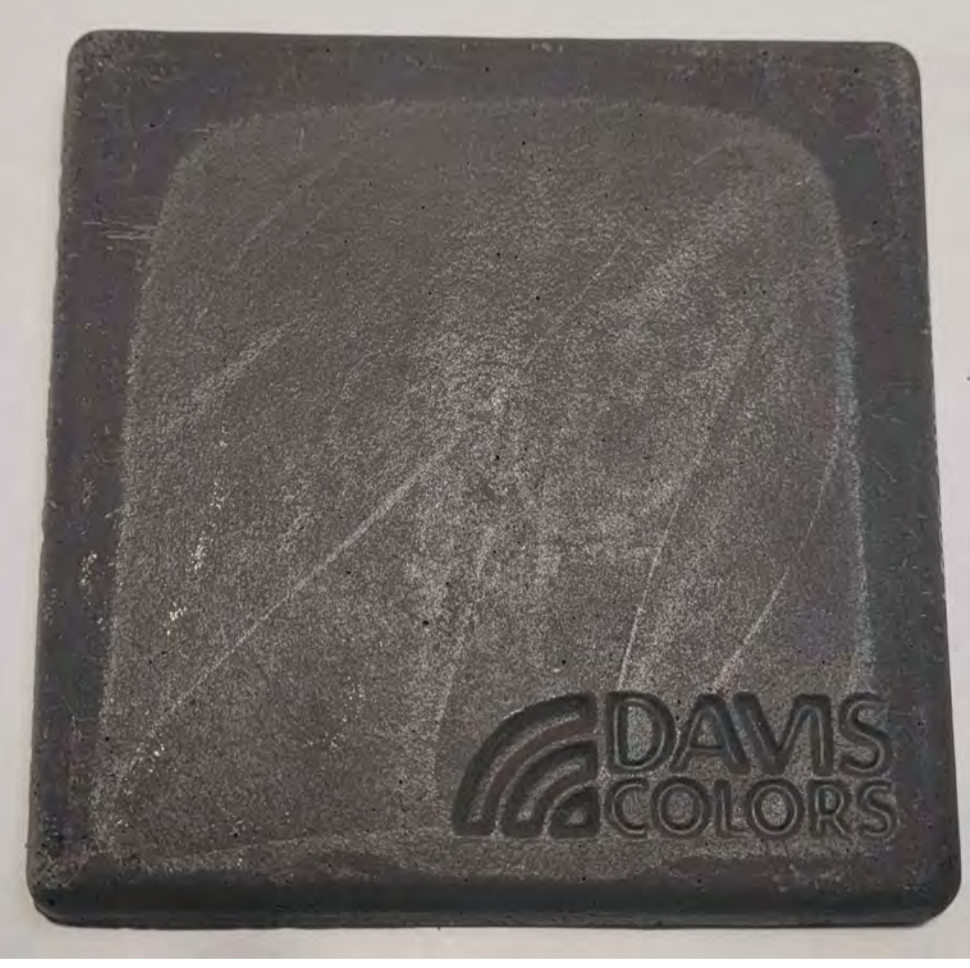


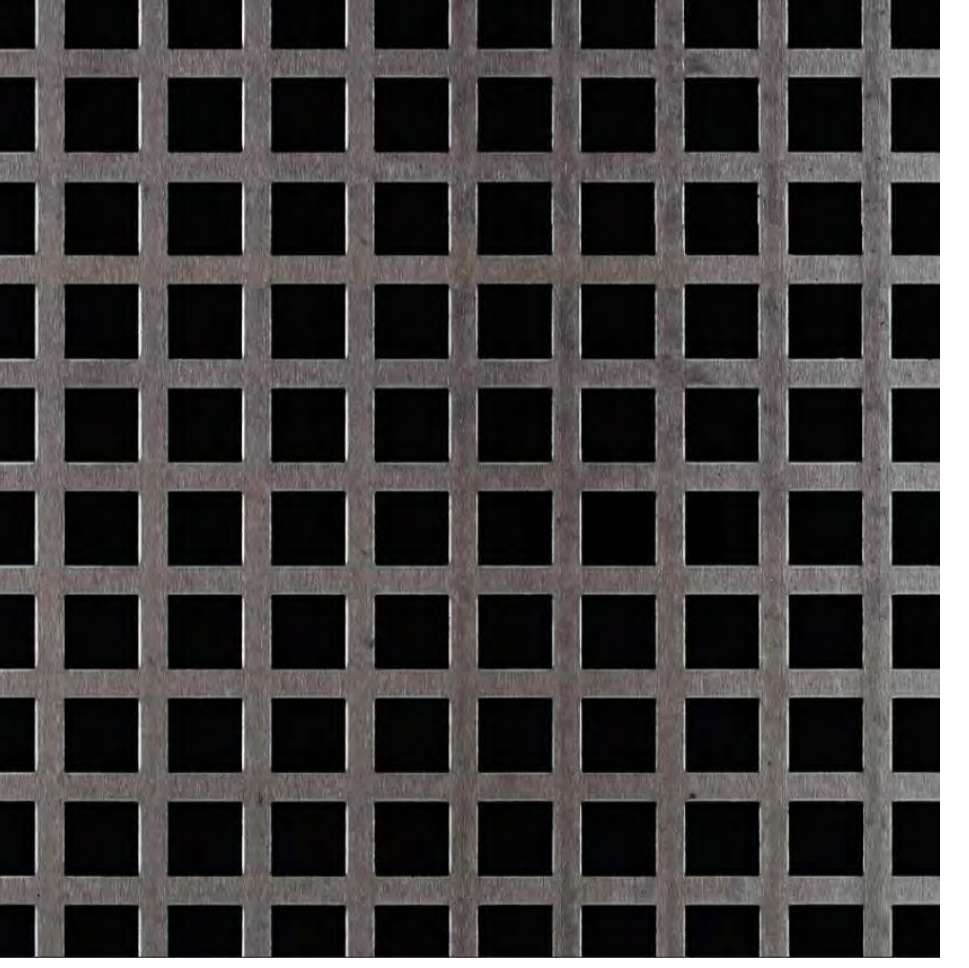

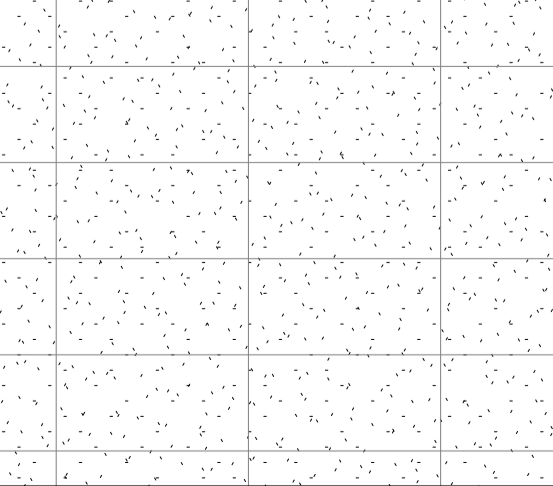
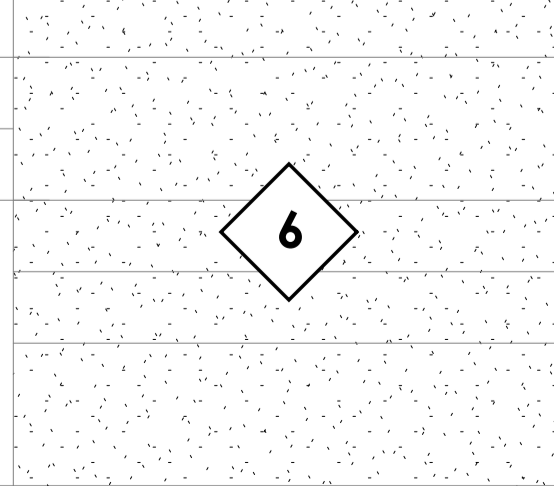
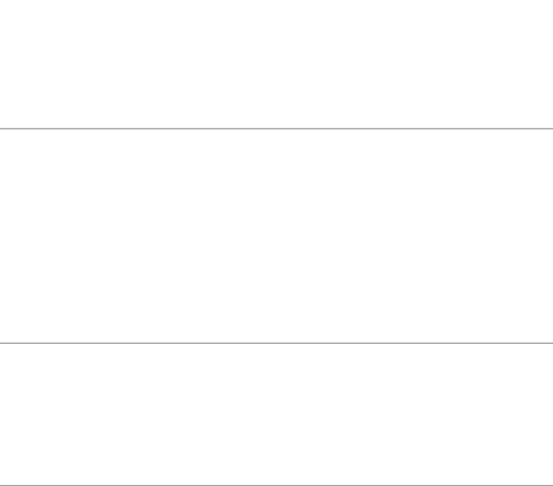

5

3

1

4

EXTERIOR MATERIALS

				
<p>WOOD TIMBERS</p> <p>FINE SAWN AND SANDED</p> <p>PINE LUMBER - WALNUT WEATHERPROOF STAIN</p> <p>APPROX SIZE PER PLAN</p>	<p>SCORED CONCRETE PATIO</p> <p>DAVIS DARK GRAY 8084</p> <p>3" - 4" THICK</p> <p>BUFF TILE PATTERN 2' X 4'</p>	<p>BOARDFORM CONCRETE</p> <p>HIGHLY TEXTURED</p> <p>NEUTRAL WARM GRAY</p>	<p>EXPOSED STEEL STRUCTURE</p> <p>W. C. OR 1/2" BENT PLATE STEEL, PENETROL PATINA FINISH BLACK FOR INTERIOR, PAINTED CHARCOAL GRAY FOR EXTERIOR</p>	<p>PERFORATED METAL</p> <p>McNICHOLS ALUMINUM</p> <p>LATTICE 1653</p> <p>.0500" THICK (16 GAUGE), 1/2" SQUARE ON 1 1/16" STRAIGHT CENTERS, 53% OPEN AREA</p>
				

6

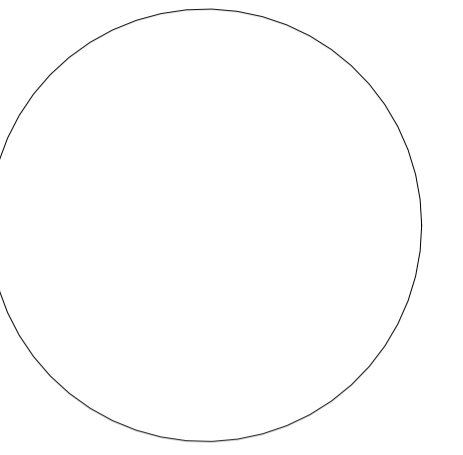
GILES

LOT 7 VISCHER DR.
MOUNTAIN VILLAGE
CO | 81435

Exterior
Materials

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A3.0



Submissions

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GILES

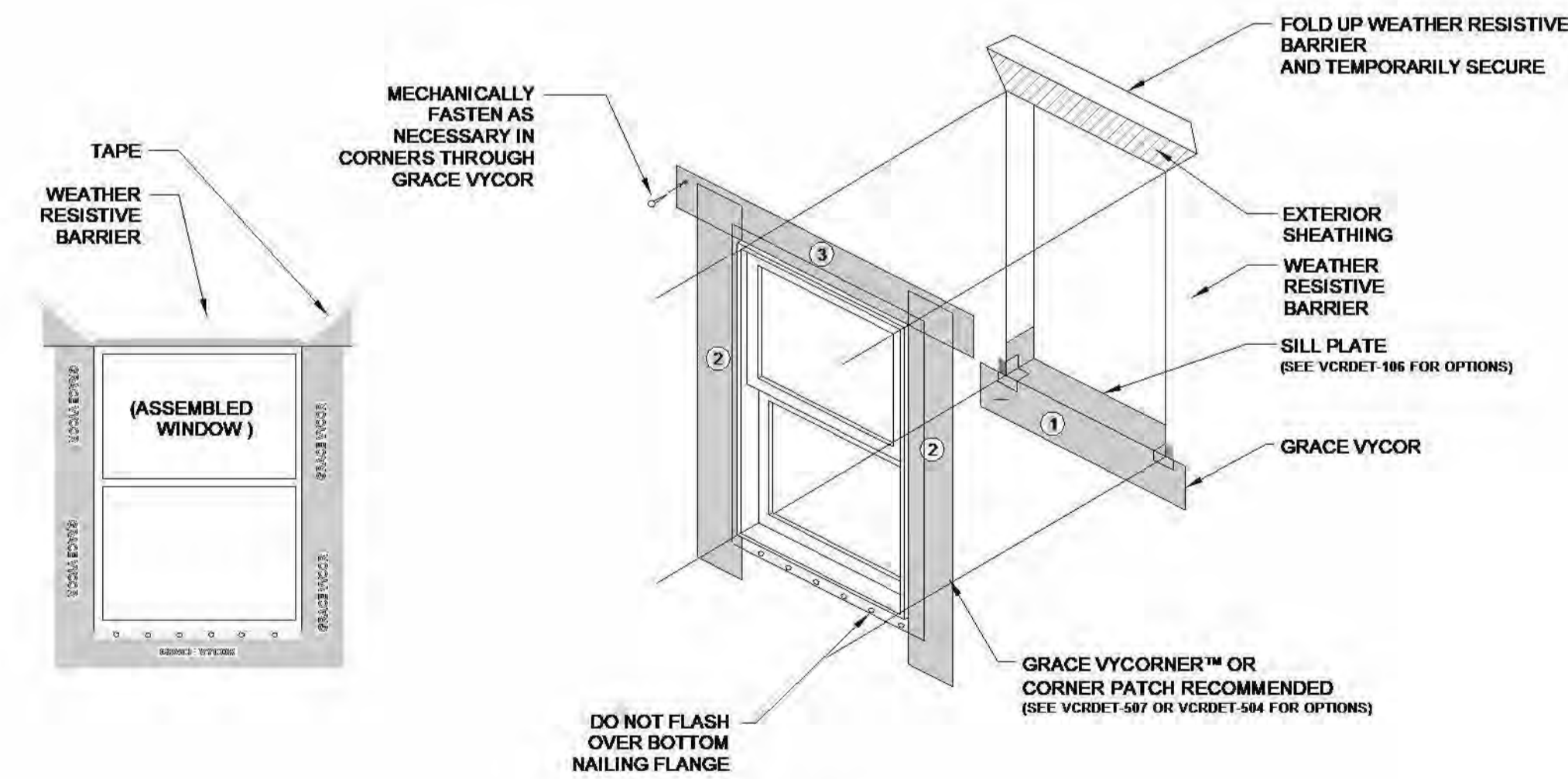
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MOUNTAIN VILLAGE
CO | 81435

Exterior
Materials

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A3.0a

STEEL WINDOWS & DOORS

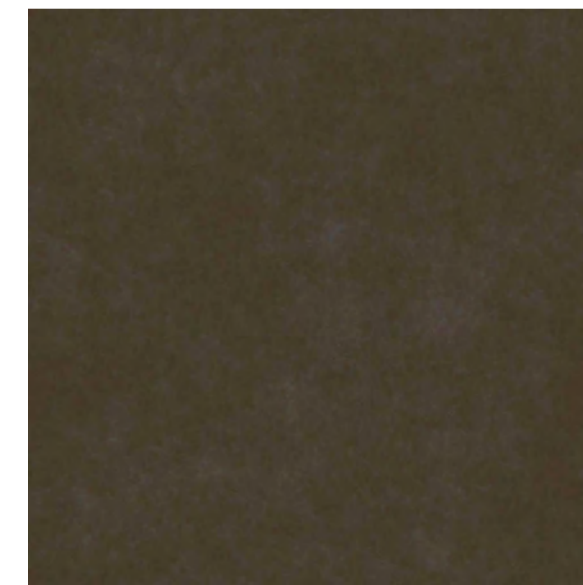


HEAD FLASHING TIE-IN INSTRUCTIONS:

- CUT, FOLD UP AND TEMPORARILY SECURE WEATHER RESISTIVE BARRIER ABOVE HEADER TO ALLOW FOR FLASHING INSTALLATION
- INSTALL GRACE VYCOR HEAD FLASHING UNDER WEATHER RESISTIVE BARRIER ALONG HEADER
- FOLD WEATHER RESISTIVE BARRIER BACK OVER HEAD FLASHING AND SEAL WITH TAPE AS SHOWN ABOVE

NOTES:

- VISIT GRACECONSTRUCTION.COM FOR THE MOST CURRENT DETAILS, INSTALLATION VIDEO AND PRODUCT DATA SHEETS
- RIPCORD® CAN BE REMOVED FROM GRACE VYCOR FOR EASE OF INSTALLATION
- REMOVE WEATHER RESISTIVE BARRIER FROM TOP OF WINDOW SILL PLATE
- INSTALL GRACE VYCOR IN ORDER AS SHOWN BY NUMBERS
- INSTALL GRACE VYCOR AND WEATHER RESISTIVE BARRIER TO FORM WATER-SHEDDING LAPS
- DETAIL ALSO RELEVANT FOR GRACE VYCOR V40 AND VYCOR BUTYL



STEEL WINDOWS & DOORS

PAINTED MEDIUM GRAY

PER SCHEDULE

DYNAMIC OR LOEWEN

EXTERIOR LIGHT FIXTURES

IKON OUTDOOR STEP LIGHT

The Ikon outdoor step light features a minimalist rectangular aperture that aims illumination downward the right side with recessed glass. Ideal for nightlight and added safety after dark. Available in two finishes, Black and Bronze.

- Selectable CCT (2700K/3000K)
- 120V or 12V
- Outstanding protection against the elements:
 - Wet Listed (IP65 Rated)
 - Stainless Steel Mounting Hardware
 - Powder Coat Finish

SPECIFICATIONS

FINISHES	Black, Bronze
LED TYPE	10W Dimmable LED (max 400 lumens)
DIMENSIONS	5 1/2" H x 4 1/2" W x 1 1/2" D (max)
LIGHT DISTRIBUTION	Downward
APPLICABLE SURFACES	Concrete, Stone, Brick, Tile
INSTALLATION	Surface Mount
INSTALLATION TIME	15-20 min
WARRANTY	5 Year

ORDERING INFORMATION

PRODUCT	IKON	FINISH	120V/12V
SKU	IKON-120V-12V	120V/12V	120V/12V

LED STEP LIGHT
- SEE FLOOR PLANS FOR LOCATIONS

2361 Angled LED Sconce

Dimensions:
Height: 7 1/4"
Width: 4"
Extension: 2 1/4"
Wall Plate: 5 1/4" x 2 1/4"

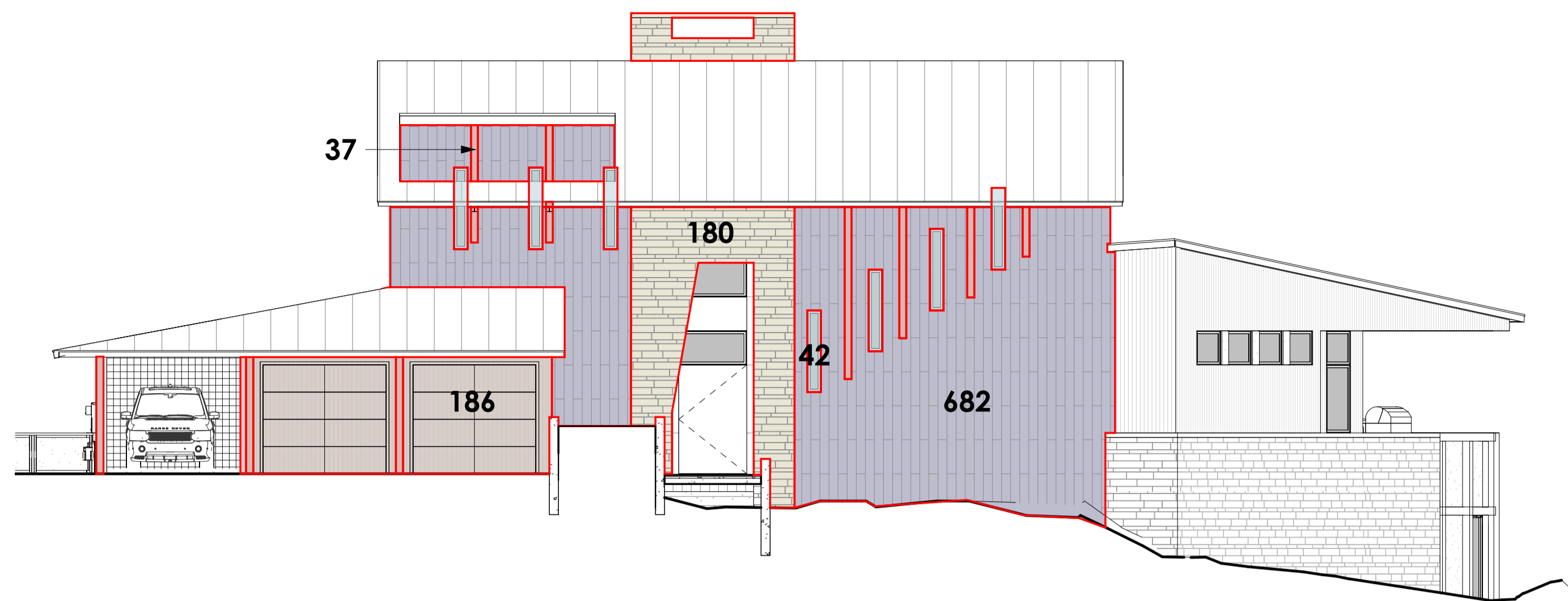
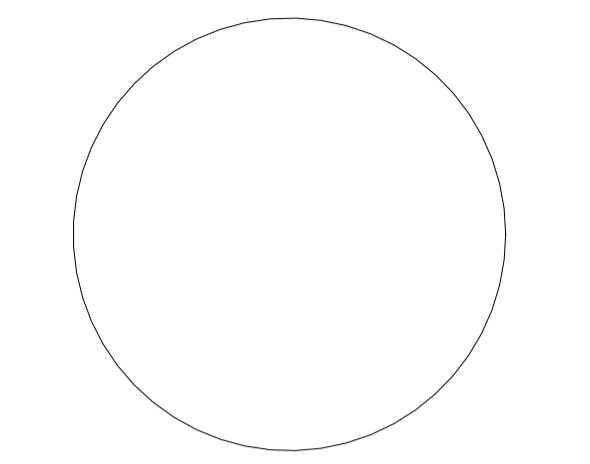
Description:
Shade: Aluminum
Dimmable by Electronic Low Voltage (ELV)
WET LOCATION (downlight only)

Lamping Options:
LED: 10w, 420 Lumens
Warm White (3000K, 90 CRI)
120VAC Input
w/ 12VAC Transformer

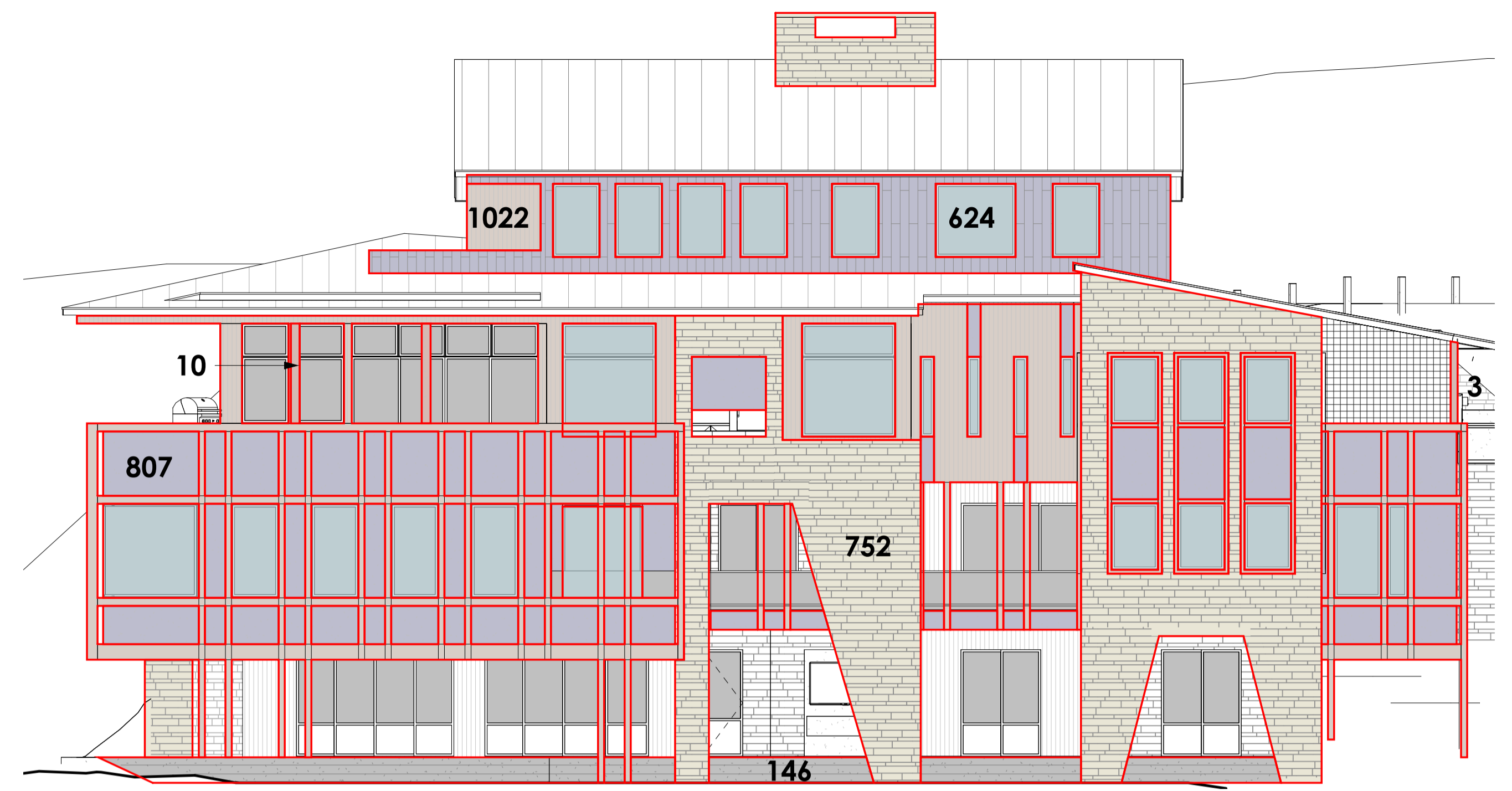
Available Finishes: Textured Bronze
2361.72-WL
Textured Gray
2361.74-WL
Textured White
2361.88-WL

SONNEMAN
A PART OF LEGRAND

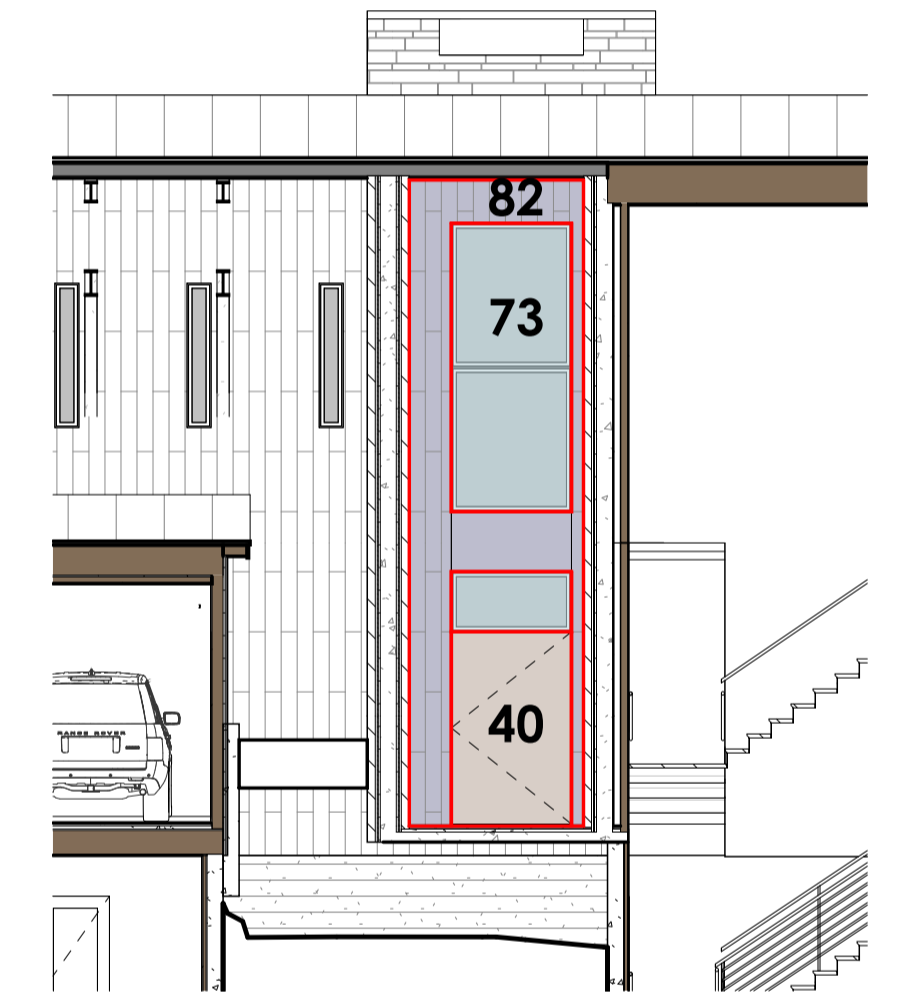
LED SCONCE
- SEE FLOOR PLANS FOR LOCATIONS



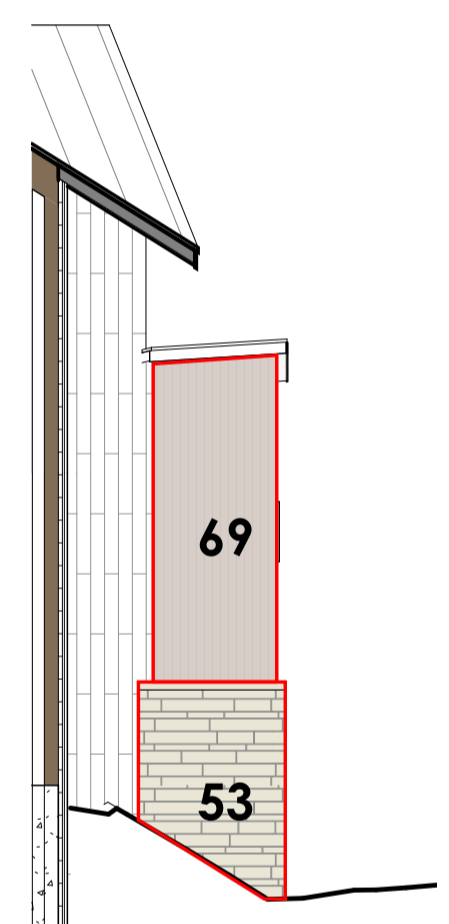
1 North 1 - Material Calcs.
SCALE 0 1/2 4 8 1/8" = 1'-0"



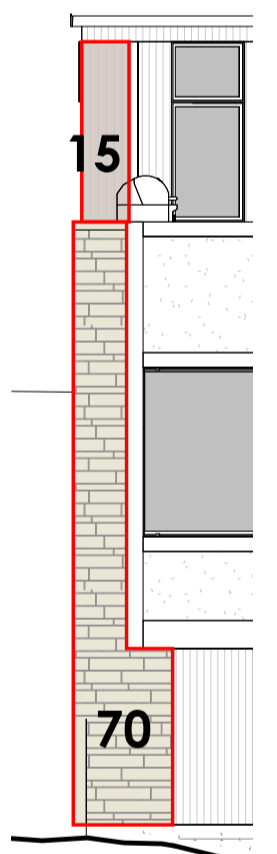
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SCALE 0 1/2 4 8 1/8" = 1'-0"



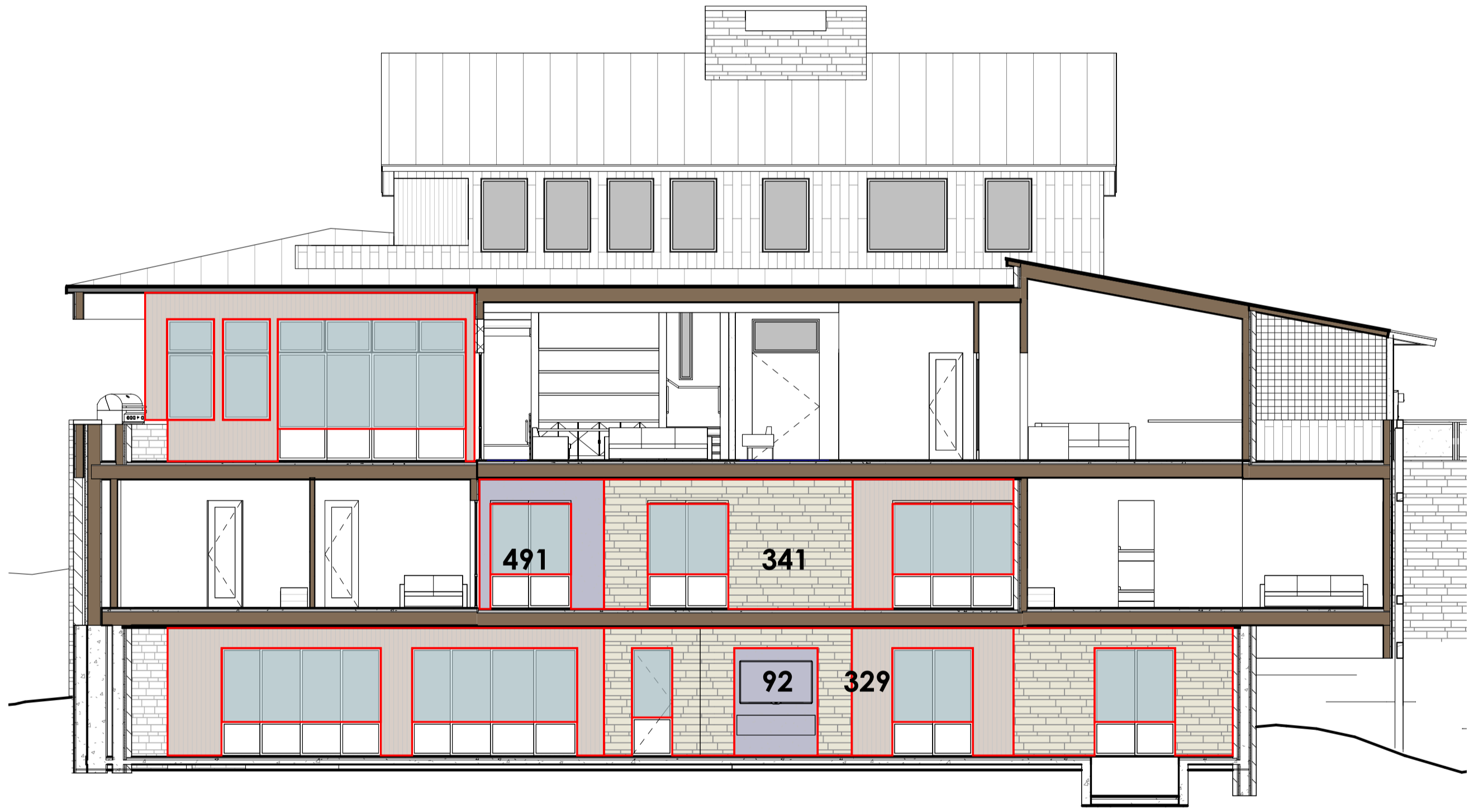
3 North 2 - Material Calcs.
SCALE 0 1/2 4 8 1/8" = 1'-0"



2 North 3 - Material Calcs.
SCALE 0 1/2 4 8 1/8" = 1'-0"



6 South 3 - Material Calcs.
SCALE 0 1/2 4 8 1/8" = 1'-0"



5 South 2 - Material Calcs.
SCALE 0 1/2 4 8 1/8" = 1'-0"

NORTH ELEVATION MATERIAL SUMMARY -MAIN

MATERIAL	AMOUNT IN SQ. FT.
STONE VENEER	233
WOOD & TIMBER SIDING	295
FENESTRATION	115
EXPOSED STRUCTURAL STEEL	37
METAL PANEL	764
BOARDFORM CONCRETE	0

EAST ELEVATION MATERIAL SUMMARY -MAIN

MATERIAL	AMOUNT IN SQ. FT.
STONE VENEER	1 050
WOOD & TIMBER SIDING	289
FENESTRATION	201
EXPOSED STRUCTURAL STEEL	25
METAL PANEL	450
BOARDFORM CONCRETE	7

SOUTH ELEVATION MATERIAL SUMMARY -MAIN

MATERIAL	AMOUNT IN SQ. FT.
STONE VENEER	1 163
WOOD & TIMBER SIDING	1 366
FENESTRATION	1 115
EXPOSED STRUCTURAL STEEL	10
METAL PANEL	899
BOARDFORM CONCRETE	146

WEST ELEVATION MATERIAL SUMMARY -MAIN

MATERIAL	AMOUNT IN SQ. FT.
STONE VENEER	1 348
WOOD & TIMBER SIDING	480
FENESTRATION	284
EXPOSED STRUCTURAL STEEL	7
METAL PANEL	272
BOARDFORM CONCRETE	0

GROSS FACADE MATERIAL SUMMARY

MATERIAL	AMOUNT IN SQ. FT.
STONE VENEER	3 794
WOOD & TIMBER SIDING	2 430
FENESTRATION	1 715
EXPOSED STRUCTURAL STEEL	79
METAL PANEL	2 385
BOARDFORM CONCRETE	153
TOTAL VERT. SURFACE	10 556
TOTAL PERCENTAGE STONE:	35.94%
35% REQUIRED PER CDC COMPLIANT BY:	0.94%
TOTAL PERCENTAGE FENESTRATION:	16.25%
40% MAXIMUM PER CDC COMPLIANT BY:	23.75%

Submissions

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CLIENT MEETING	23.10.03
INTERNAL REVIEW	23.10.05
PROGRESS SET	24.07.12
INITIAL DRB REVIEW	24.10.18

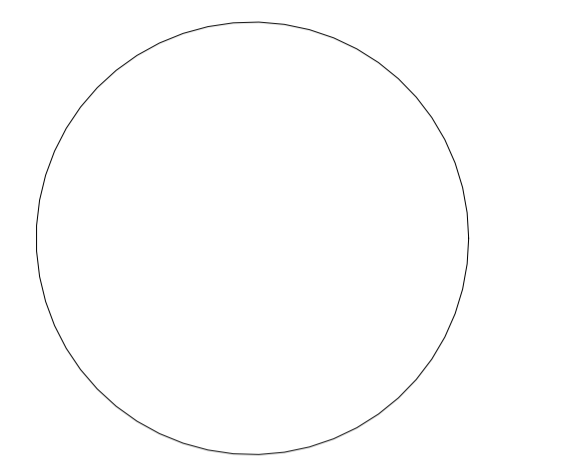
GILES

LOT 7 VISCHER DR.
MOUNTAIN VILLAGE
CO | 81435

Exterior
Material
Calculation

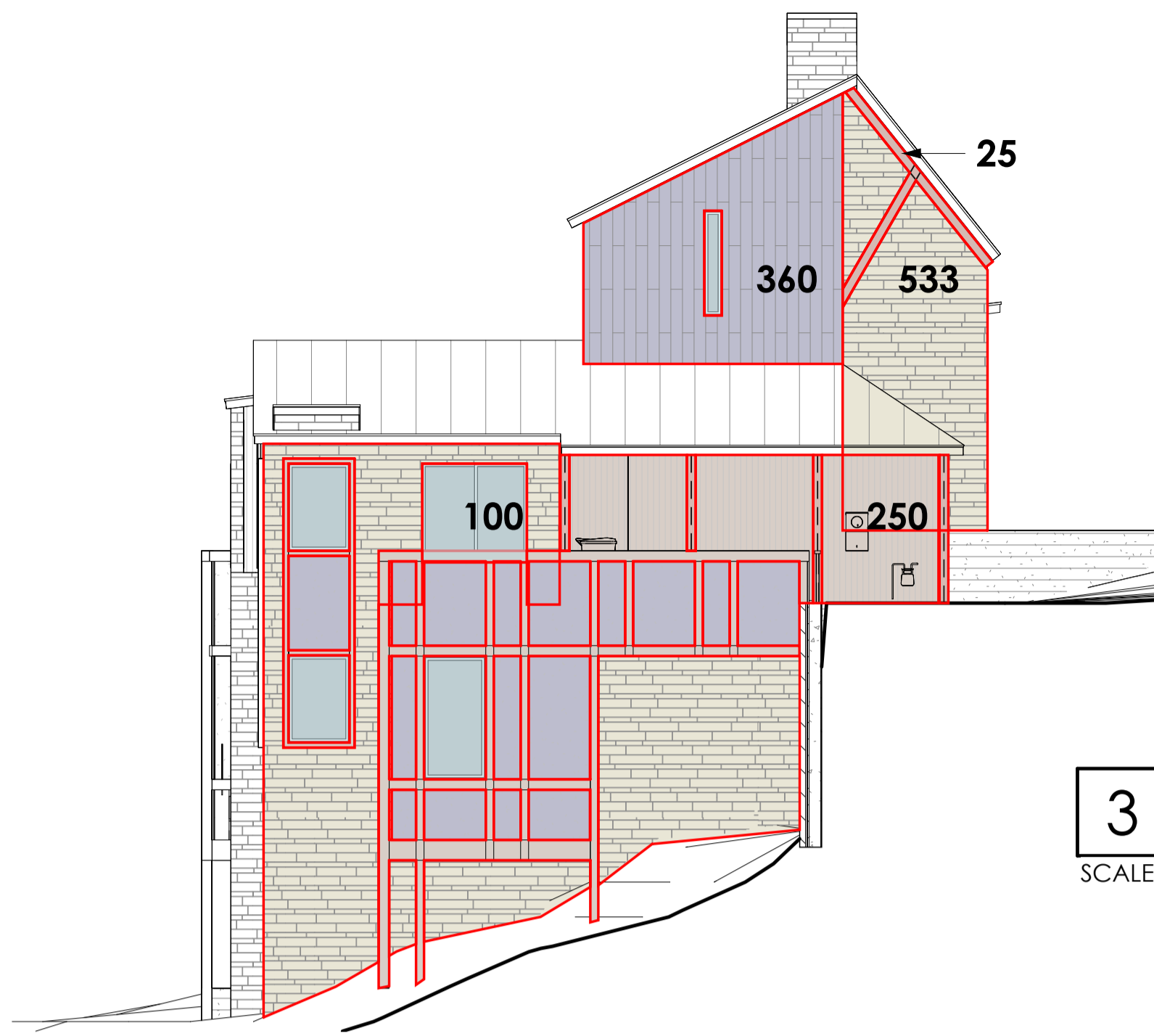
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A3.0b



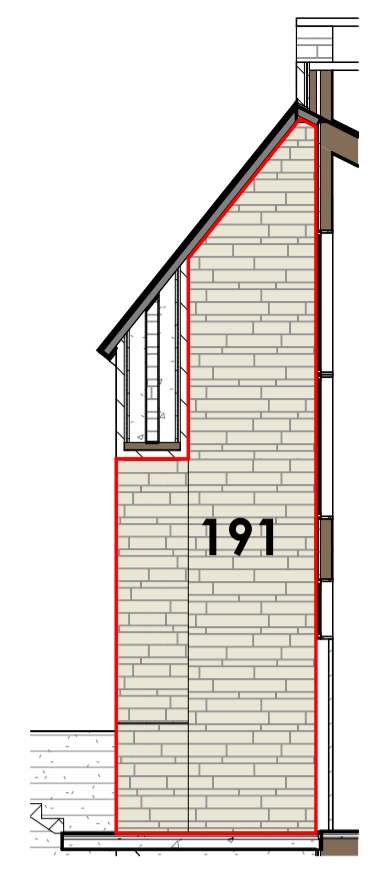
Submissions

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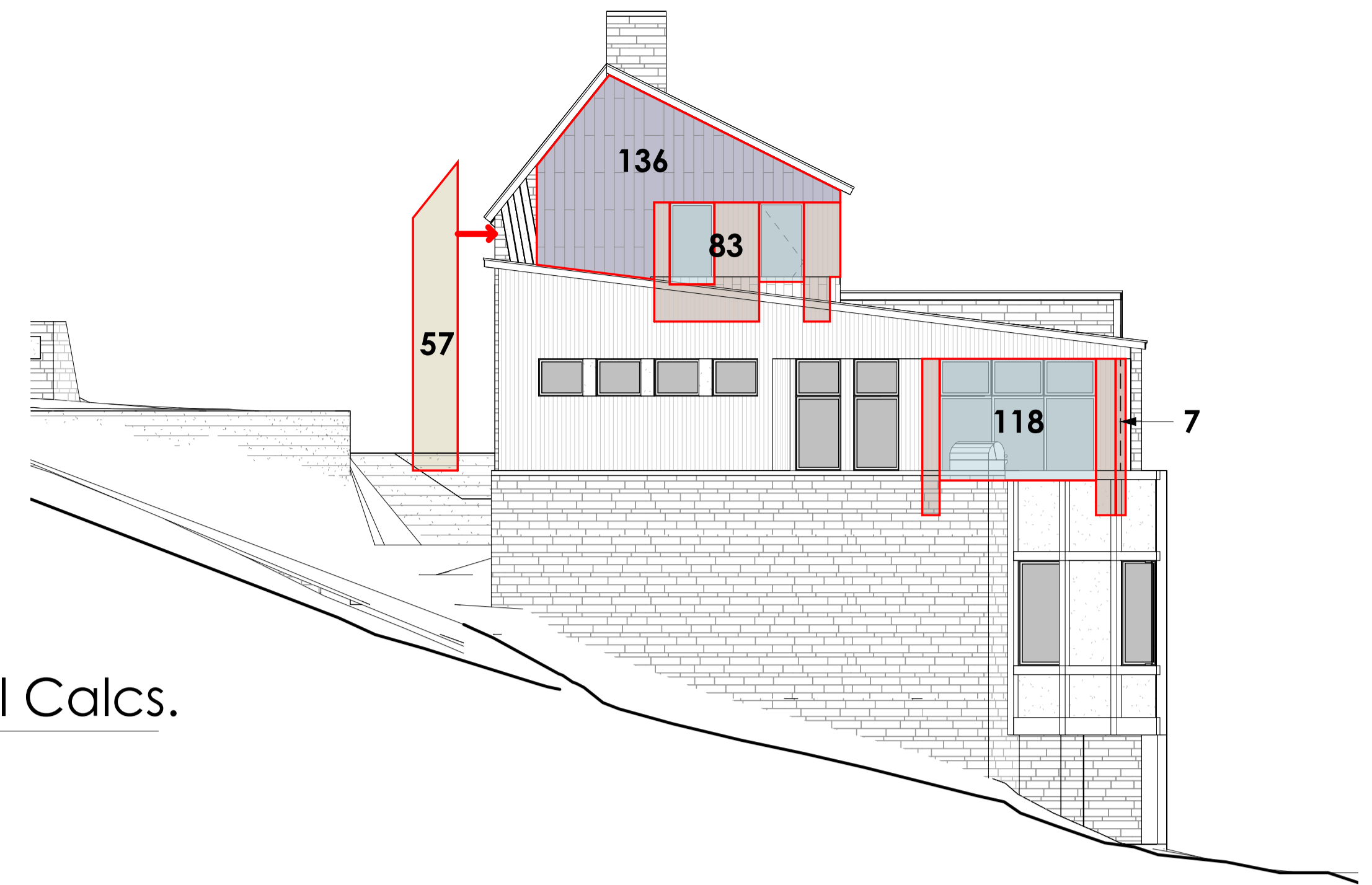
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SCALE 0 1 2 4 8 1/8" = 1'-0"



8 West 4 - Material Calcs.

SCALE 0 1 2 4 8 1/8" = 1'-0"

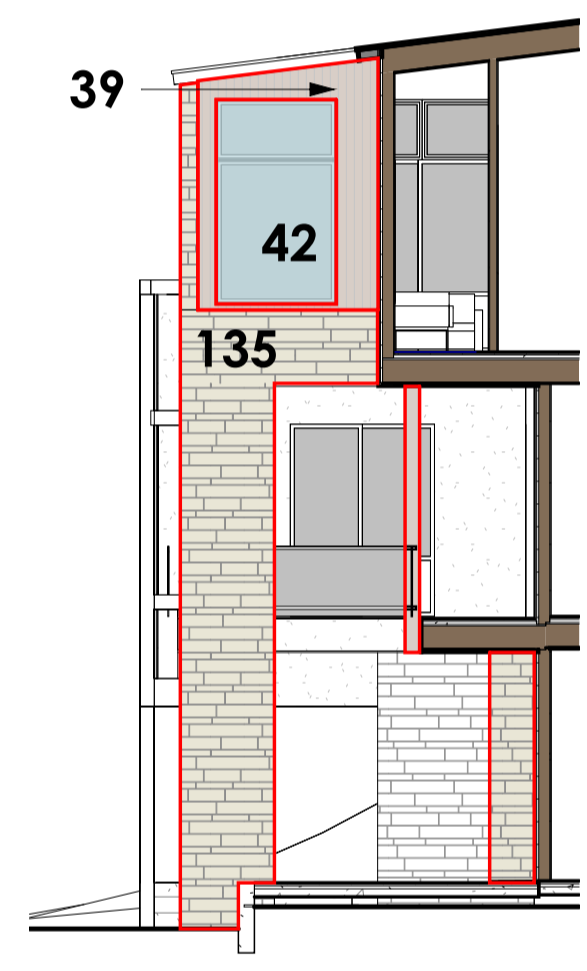


5 West 1 - Material Calcs.

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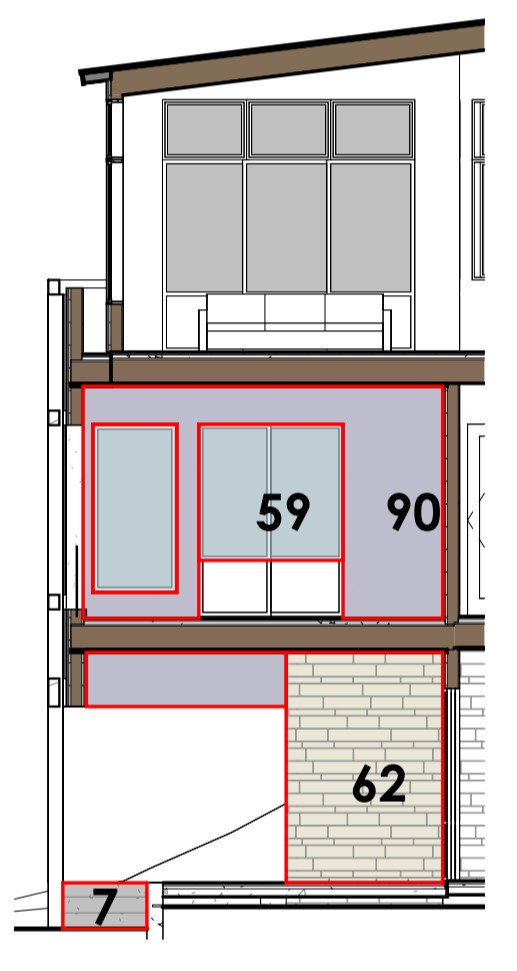
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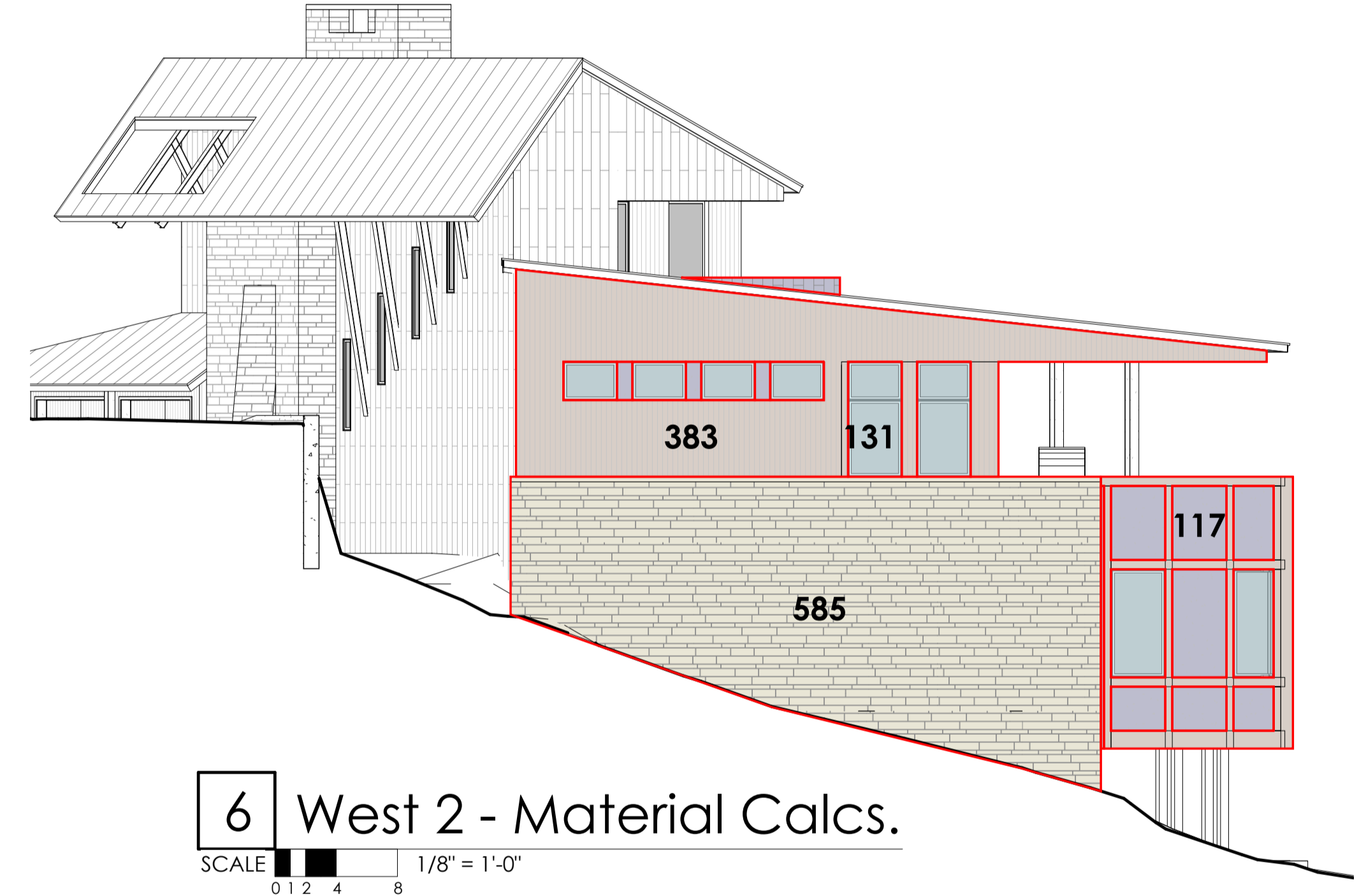
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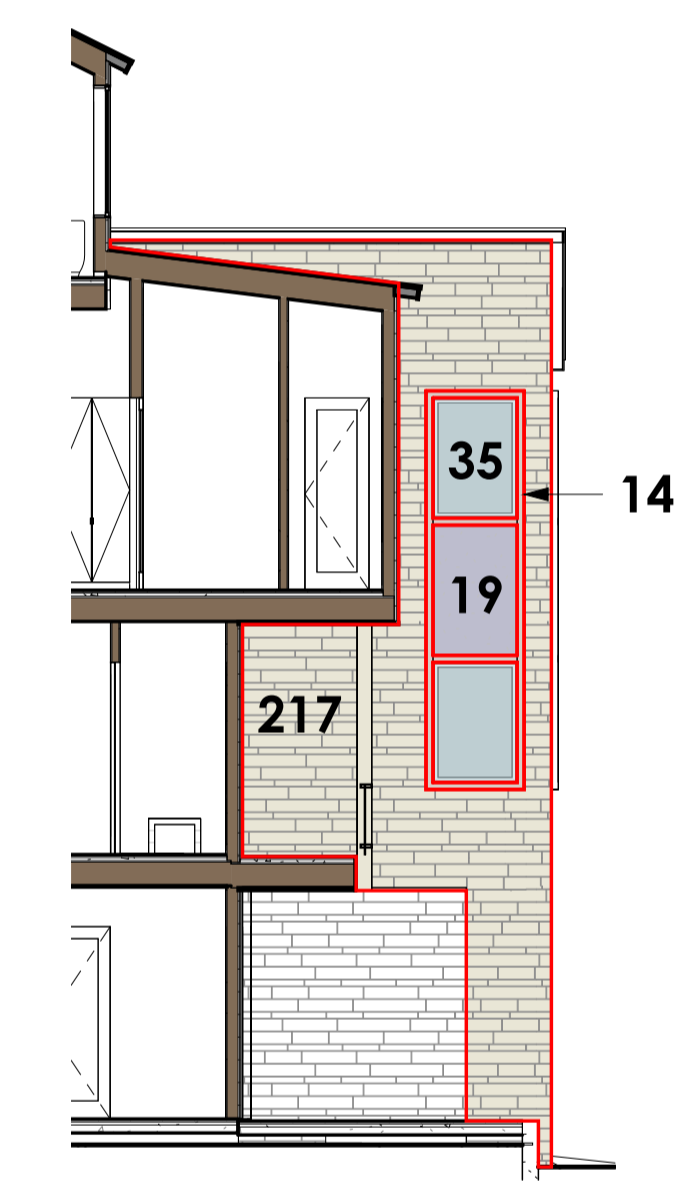
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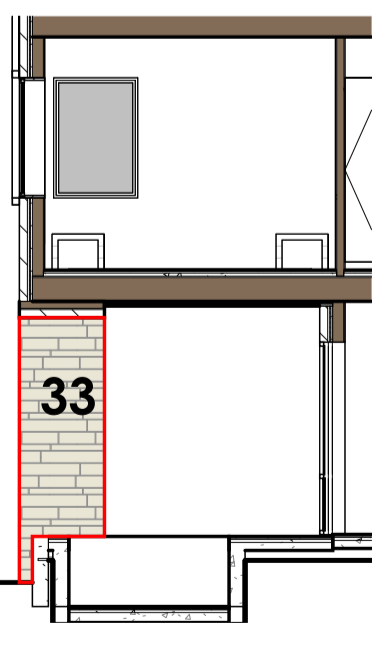
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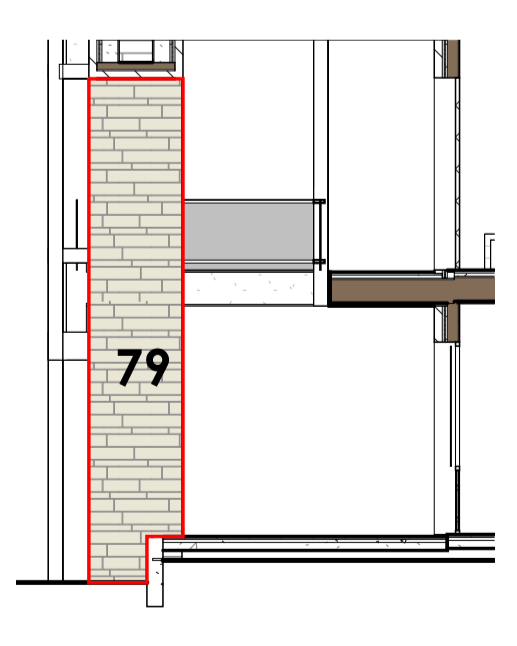
7 West 3 - Material Calcs.

SCALE 0 1 2 4 8 1/8" = 1'-0"



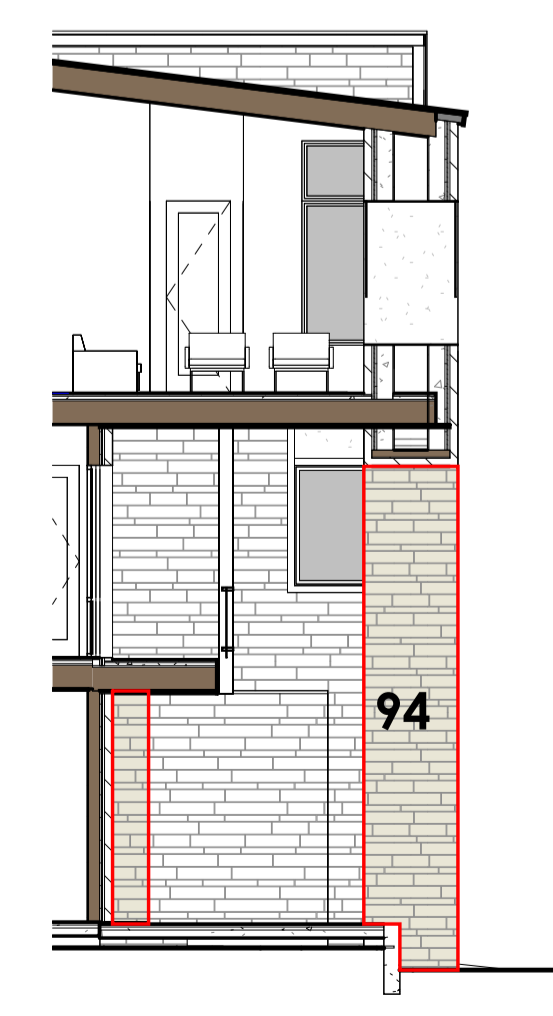
10 East 5 - Material Calcs.

SCALE 0 1 2 4 8 1/8" = 1'-0"



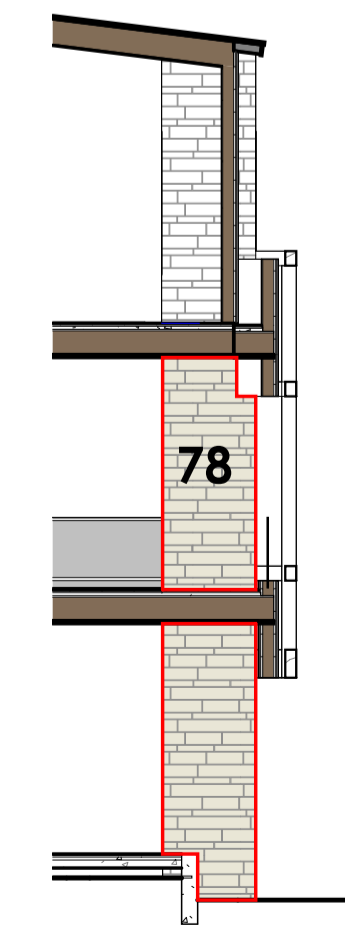
11 East 6 - Material Calcs.

SCALE 0 1 2 4 8 1/8" = 1'-0"



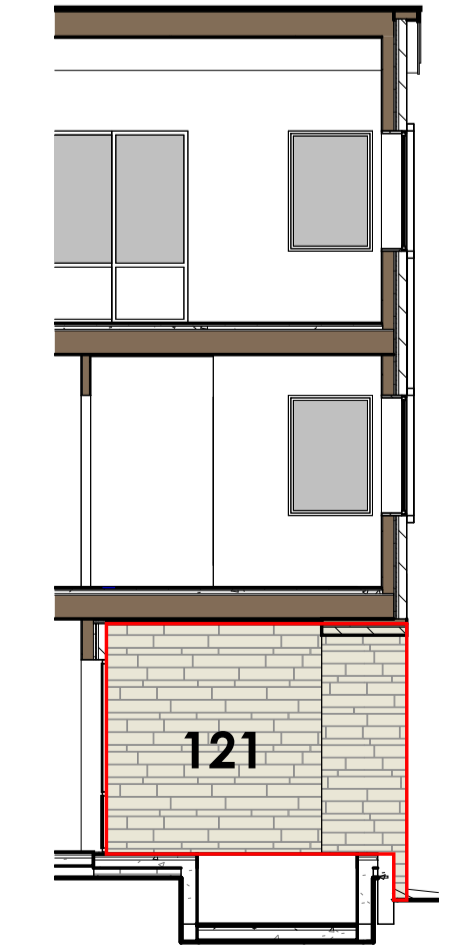
12 West 6

SCALE 0 1 2 4 8 1/8" = 1'-0"



13 West 7

SCALE 0 1 2 4 8 1/8" = 1'-0"



9 West 5

SCALE 0 1 2 4 8 1/8" = 1'-0"

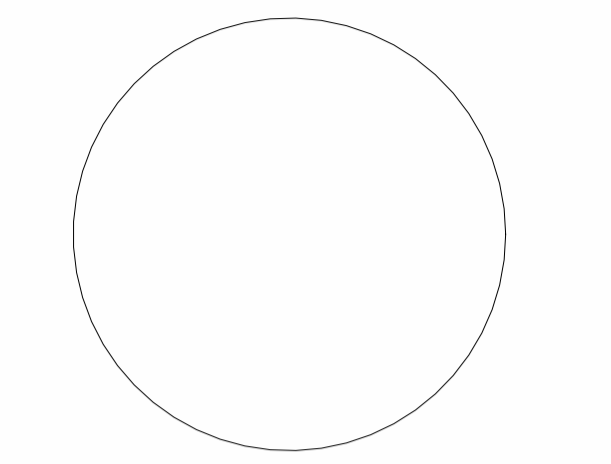
GILES

LOT 7 VISCHER DR.
MOUNTAIN VILLAGE
CO | 81435

Exterior
Material
Calculation

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A3.0c

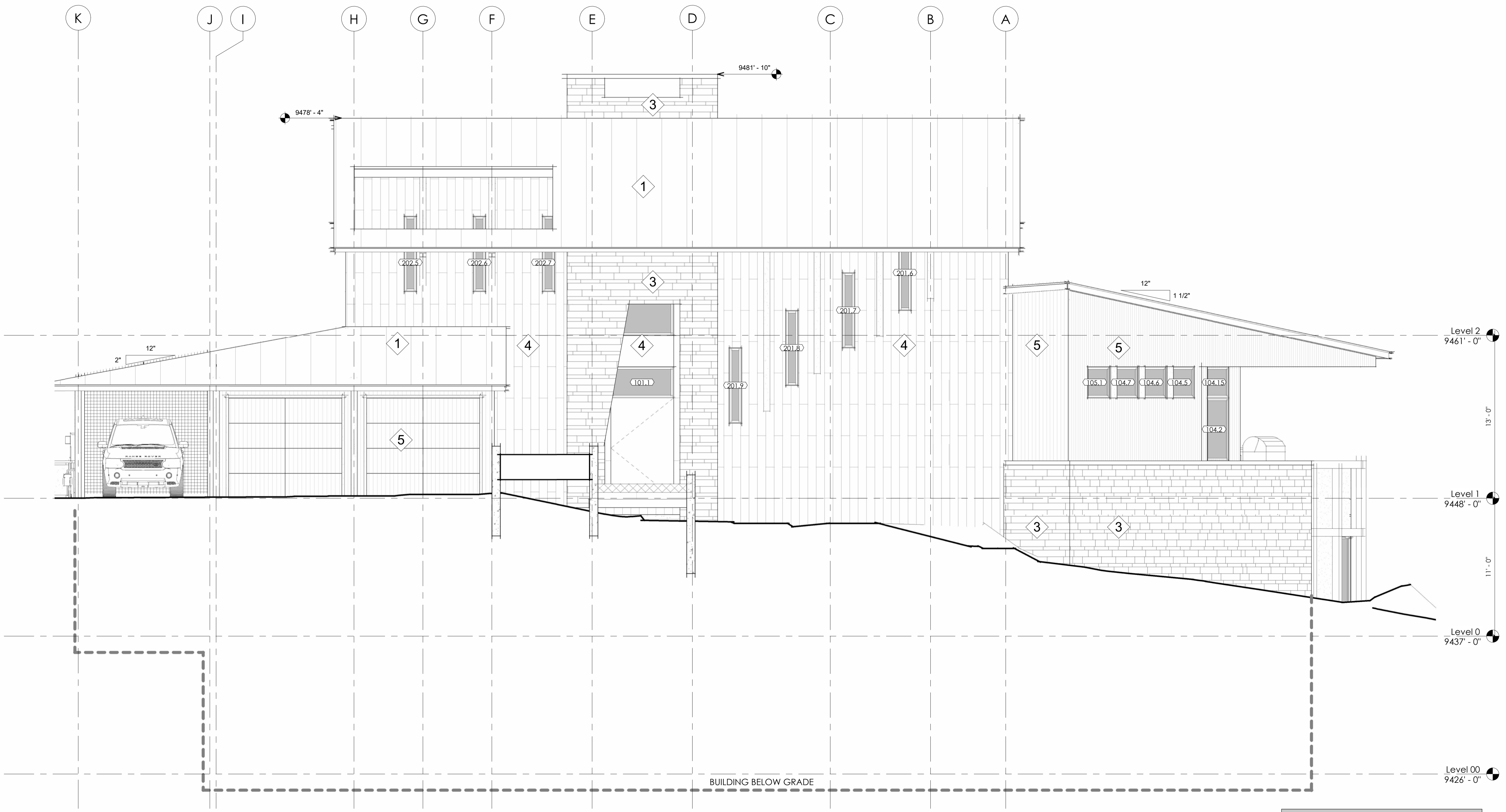


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MATERIAL LEGEND

STANDING SEAM	STEEL PANELS	STONE VENEER	VERTICAL STEEL SIDING	VERTICAL WOOD SIDING	BOARD FORMED CONCRETE



1 North Elevation
SCALE 1/4" = 1'-0"

- EXTERIOR ELEVATION GENERAL NOTES**
- REFER TO A8 SERIES SHEETS FOR ASSEMBLY SYSTEM DETAILS.
 - REFER TO A9 SERIES SHEETS FOR DOOR & WINDOW SCHEDULES, ELEVATIONS, AND DETAILS.
 - CONTRACTOR TO PROVIDE SAMPLES ON-SITE OF ALL EXTERIOR MATERIALS FOR REVIEW AND APPROVAL BY OWNER AND ARCHITECT.

GILES

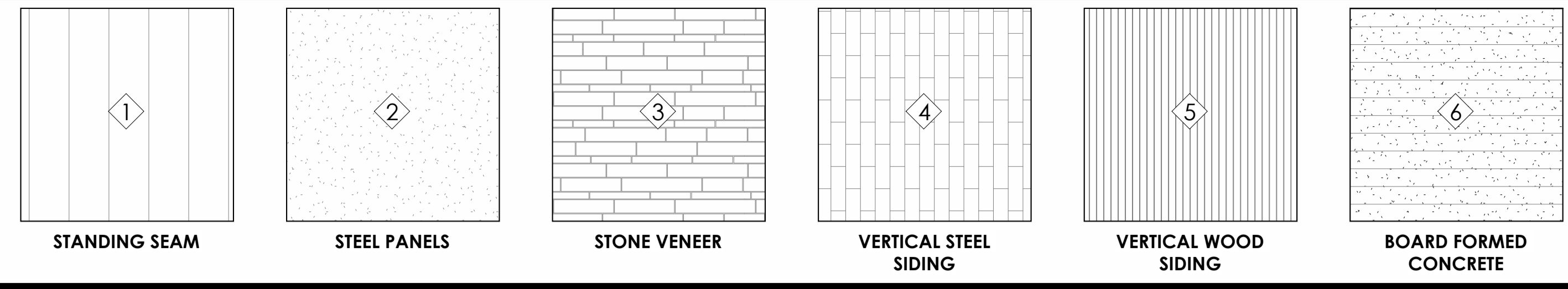
LOT 7 VISCHER DR.
MOUNTAIN VILLAGE
CO | 81435

Exterior Elevations

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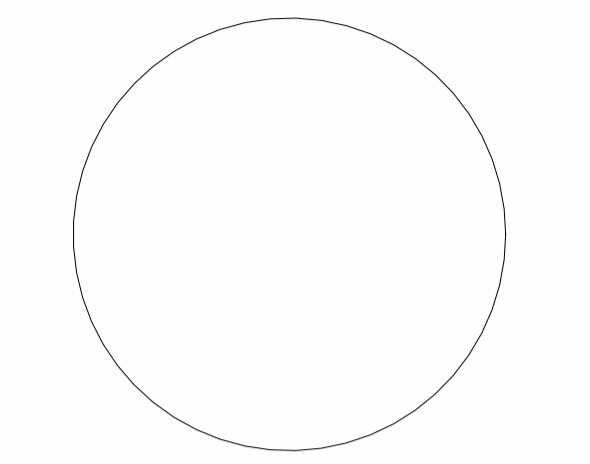
A3.1

MATERIAL LEGEND



Tommy Hein
ARCHITECTS

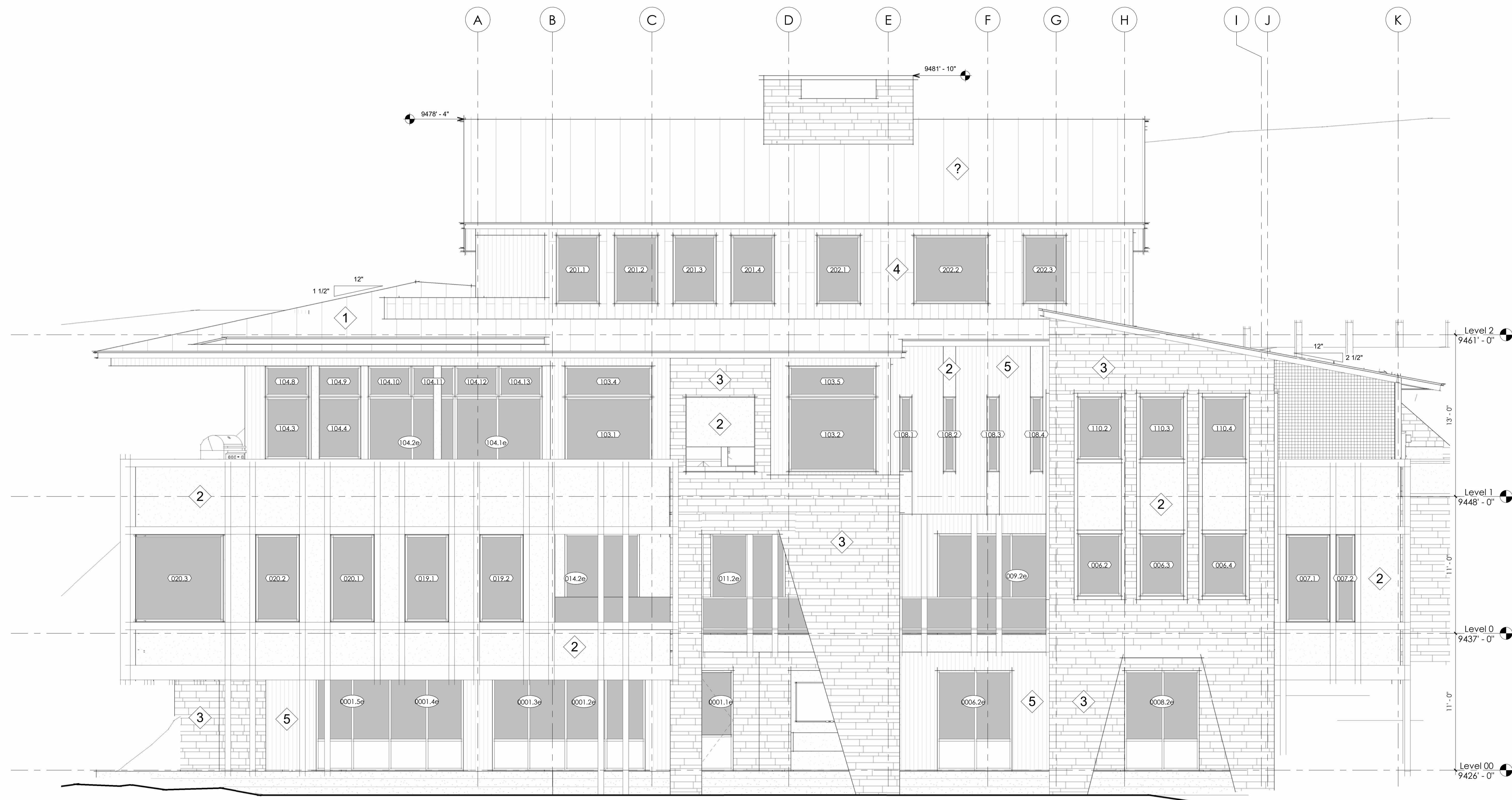
Box 3327 108 S. Oak St. Penthouse
Telluride, Colorado 81435 970.728.1220
WWW.TOMMYHEIN.COM



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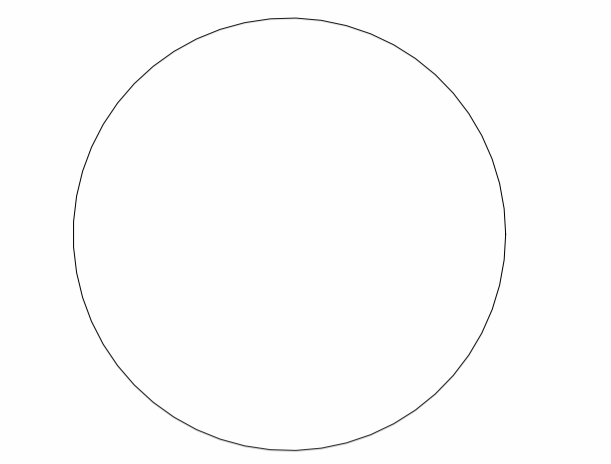
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MOUNTAIN VILLAGE
CO | 81435

Exterior Elevations

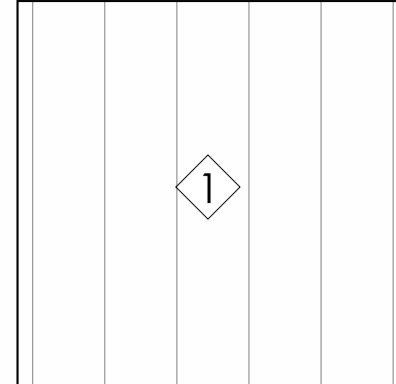
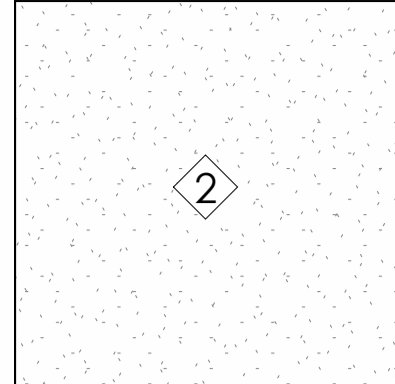
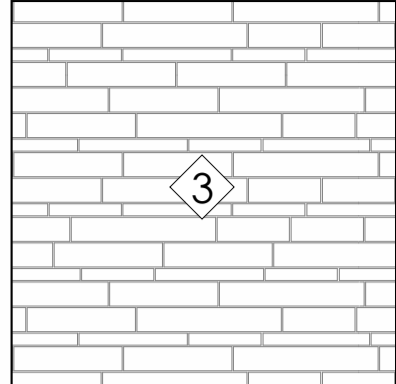
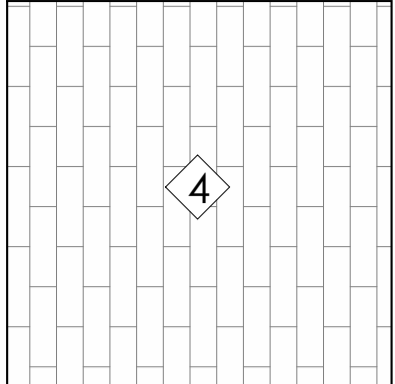
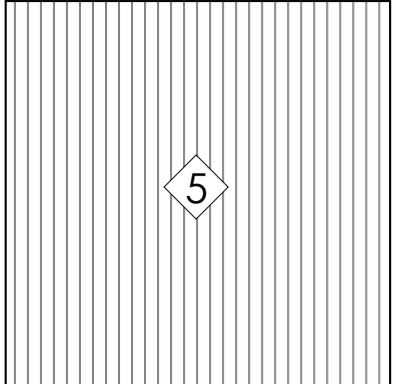
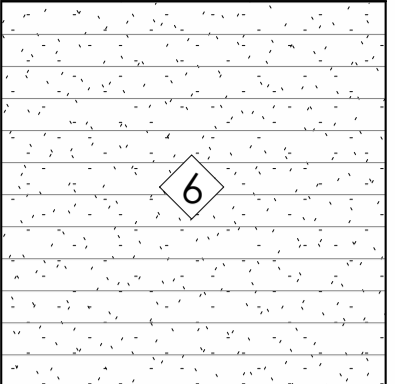
CONTRACTOR TO REVIEW AND COMPARE ALL CHAPTERS AND INTERDISCIPLINARY DRAWINGS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO ANY FIELD WORK BEING DONE IN ACCORDANCE WITH AIA DOCUMENT A201

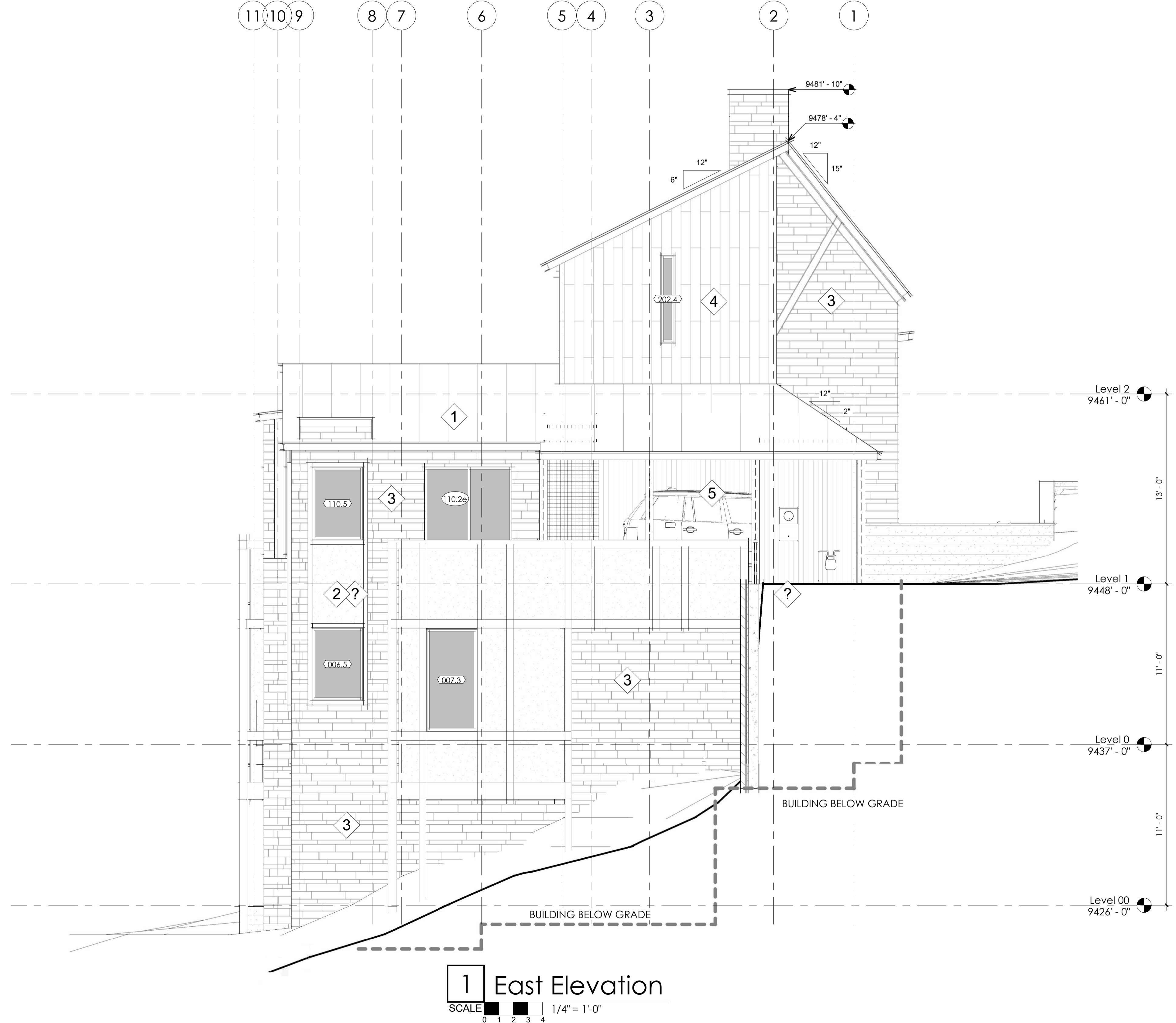
- EXTERIOR ELEVATION GENERAL NOTES**
- REFER TO A8 SERIES SHEETS FOR ASSEMBLY SYSTEM DETAILS.
 - REFER TO A9 SERIES SHEETS FOR DOOR & WINDOW SCHEDULES, ELEVATIONS, AND DETAILS.
 - CONTRACTOR TO PROVIDE SAMPLES ON-SITE OF ALL EXTERIOR MATERIALS FOR REVIEW AND APPROVAL BY OWNER AND ARCHITECT.

A3.2



MATERIAL LEGEND

					
STANDING SEAM	STEEL PANELS	STONE VENEER	VERTICAL STEEL SIDING	VERTICAL WOOD SIDING	BOARD FORMED CONCRETE



Submissions

INTERNAL REVIEW	23.10.02
CLIENT MEETING	23.10.03
INTERNAL REVIEW	23.10.05
PROGRESS SET	24.07.12
INITIAL DRB REVIEW	24.10.18

GILES

LOT 7 VISCHER DR.
MOUNTAIN VILLAGE
CO | 81435

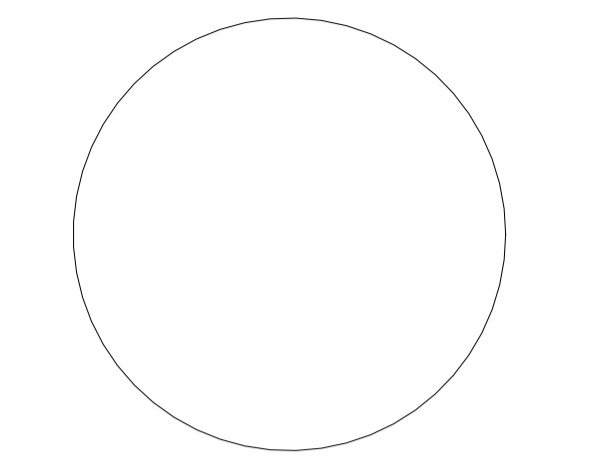
Exterior Elevations

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EXTERIOR ELEVATION GENERAL NOTES

1. REFER TO A8 SERIES SHEETS FOR ASSEMBLY SYSTEM DETAILS.
2. REFER TO A9 SERIES SHEETS FOR DOOR & WINDOW SCHEDULES, ELEVATIONS, AND DETAILS.
3. CONTRACTOR TO PROVIDE SAMPLES ON-SITE OF ALL EXTERIOR MATERIALS FOR REVIEW AND APPROVAL BY OWNER AND ARCHITECT.

A3.3



Submissions

INTERNAL REVIEW	23.10.02
CLIENT MEETING	23.10.03
INTERNAL REVIEW	23.10.05
PROGRESS SET	24.07.12
INITIAL DRB REVIEW	24.10.18

GILES

LOT 7 VISCHER DR.
MOUNTAIN VILLAGE
CO | 81435

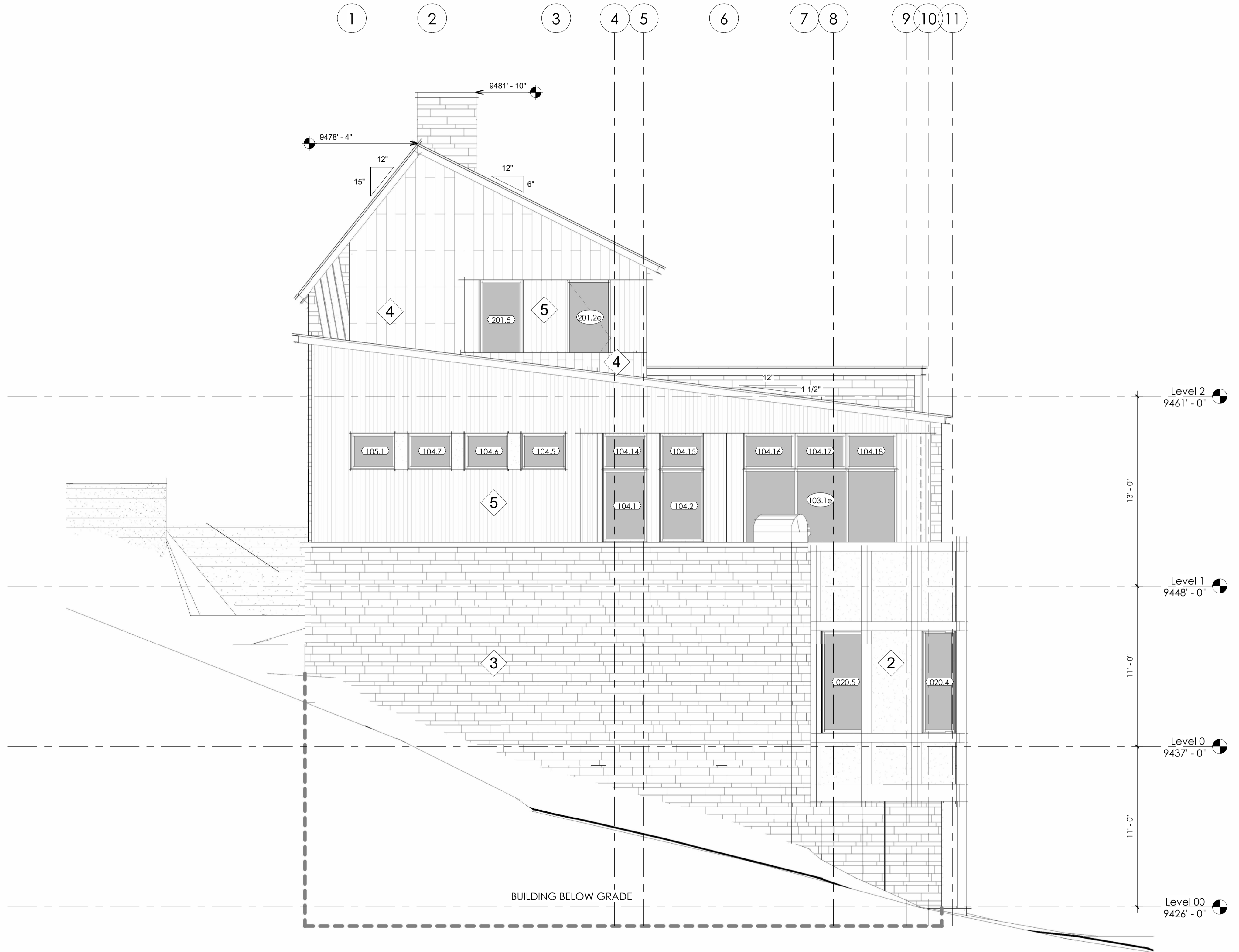
Exterior Elevations

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

A3.4

MATERIAL LEGEND

1 STANDING SEAM	2 STEEL PANELS	3 STONE VENEER	4 VERTICAL STEEL SIDING	5 VERTICAL WOOD SIDING	6 BOARD FORMED CONCRETE



1 West Elevation
SCALE 1/4" = 1'-0"

- EXTERIOR ELEVATION GENERAL NOTES**
- REFER TO A8 SERIES SHEETS FOR ASSEMBLY SYSTEM DETAILS.
 - REFER TO A9 SERIES SHEETS FOR DOOR & WINDOW SCHEDULES, ELEVATIONS, AND DETAILS.
 - CONTRACTOR TO PROVIDE SAMPLES ON-SITE OF ALL EXTERIOR MATERIALS FOR REVIEW AND APPROVAL BY OWNER AND ARCHITECT.



DEVELOPMENT REFERRAL FORM

Planning & Development Services
Planning Division
455 Mountain Village Blvd. Ste. A
Mountain Village, CO 81435
(970) 728-1392

Referral Agency Comments Lot 7 RROW Encroachment:

Scott Pittenger:

The retaining wall for the driveway looks very close to the edge of asphalt, leaving the guardrail posts even closer to the roadway. Is there a measurement for the distance from edge of asphalt for these proposed improvements? We have a two foot shoulder off the edge of asphalt and prefer to have another 4ft from the edge of shoulder (6ft from edge of asphalt) without any encroachments to allow for snow removal and road maintenance.

I would like to make sure the depth of all utilities are field verified prior to any soil nail installation. Ideally, we do not have soil nails throughout our roadway. If we must allow them, I need to make sure that we have at least 6ft in all directions from our utilities to allow for maintenance and replacement within the same utility corridor.



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

TO: Mountain Village Town Council
FROM: Jaime Holmes, HR Director
DATE: 1/16/2025
RE: Work Session Item: Mayoral and Council Compensation Amendment

Summary

During the October 2024 budget work session, Town Council expressed an interest in reviewing the current Council pay structure in consideration of the duties, responsibilities, and time commitments required to effectively fulfill their roles. In addition, Council asked to see how the current pay structure aligns with comparable municipalities.

Background

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

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

Compensation Comparison

To address the Council’s request, staff engaged Laurie Graves of Graves Consulting to prepare a comparison of Council compensation for comparable municipalities in Colorado using the same methodology used in preparing the staff compensation study. Graves Consulting is a Human Resources consulting firm specializing in Public Sector compensation, culture, leadership and performance management.

The results of this analysis are shown in the table below.

Graves Consulting Council Compensation Study Data					
Position	Resort Market	So Co Market	Denver Market	2024 Full Market	2024 Full Market (w/ 3% Aging)
Mayor	\$21,077/yr	\$9,281/yr	\$29,122/yr	\$24,311/yr	\$25,041/yr
Councilmember	\$13,777/yr	\$7,241/yr	\$16,928/yr	\$14,762/yr	\$15,205/yr

Based on the data provided by Graves Consulting, staff has prepared the following pay structure update recommendation as a beginning point for Council discussions on the matter.

1. The current base pay updated to the 2024 Full Market (w/ 3% aging) in line with the methodology used for the staff compensation study.

- No changes to benefits, however, staff suggests removing the utility allowance as Council members are moved to the new pay structure.

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

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

Pay Structure Comparison			
Position		Current	Proposed
Mayor	Salary	9,600.00	25,041.00
	Utility Allow.	3,588.96	-
	Ski Pass	1,275.00	1,275.00
	Total	14,463.96	26,316.00
Councilmember	Salary	4,800.00	15,205.00
	Utility Allow.	3,588.96	-
	Ski Pass	1,275.00	1,275.00
	Total	9,663.96	16,480.00

Financial Implications

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

	2025 Current Structure	2025 Proposed Structure	2026 Proposed Structure	2027 Proposed Structure	2028 Proposed Structure
Salary	38,400.00	54,007.50	69,615.00	92,943.00	116,271.00
Utility Allowance	25,122.72	19,739.28	14,355.84	7,177.92	-
Ski Pass	9,625.00	9,625.00	9,625.00	9,625.00	9,625.00
Group Health	103,286.00	103,286.00	103,286.00	103,286.00	103,286.00
PERA & Taxes	6,967.13	9,235.78	11,740.71	15,497.59	19,254.48
	183,400.85	195,893.56	208,622.55	228,529.51	248,436.48

Staff requests Council direction on moving forward with adjusting the Council pay structure.



Telluride Regional Airport Authority

Town of Mountain Village Update

January 16, 2025

Airport Highlights

- ▲ Airline Update
 - Denver Air Connection (DAC)
 - 1 Daily Flight to DEN.
 - 1 Daily Flight to PHX
 - CFA continues to evaluate and enhance additional flights and airlines into TEX.
- ▲ New Hangar – Construction of a 42,000 sf multi use facility for transient storage of aircraft is 50% complete. Grand Opening August 2025



- ▲ Airport Authority – Town of Mountain Village Appointees:
 - Tom Richards – Finance Committee
 - Bob Patterson
 - Jennifer Vogel
 - Dan Garner – Alternate
- ▲ South Development – Taxiway B3 and South Apron construction start May 2025
- ▲ Airfield Maintenance – Runway Closure 10 days May 2025

*Denver Air Connection partner with United Airlines on a 30-seat Dornier 328JET

TEX Airport Statistics JAN-DEC 2024

	2024	2023	Change
AIRCRAFT OPERATIONS			
General Aviation:	12,214	15,049	-18.84%
Airlines:	1,032	1,077	-4.18%
AVIATION FUEL SALES (GALLONS)			
General Aviation:			
100LL AvGas:	29,617	27,724	6.83%
Jet-A	777,478	738,053	5.34%
Airlines:	23,474	24,814	-5.40%
Total Fuel:	830,569	790,591	5.06%
GA Passenger Enplanements:	13,492	17,286	-21.95%
Airline Enplanements	11,036	10,741	2.75%

MISSION STATEMENT

The Mission of the Telluride Regional Airport Authority is to support a self-sustaining community resource that provides safe and reliable air transportation for the citizens of, and visitors to the year-round resort destination in southwest Colorado. The Airport offers world class FBO facilities and services supporting general aviation, emergency services and commercial air service.

*Denver Air Connection partner with United Airlines on a 30-seat Dornier 328JET

Telluride Regional Airport Authority

Winter 2025

Airport Authority Board

San Miguel County

Denise Scanlon, Chair
Kris Holstrom
John Kirkendoll
Peter Scoville, Alternate

Town of Telluride

Teddy Errico, Vice Chair
Matt Skinner
Clifford Hansen
Mark Silversher, Alternate

Town of Mountain Village

Tom Richards
Jennifer Vogel
Bob Patterson
Dan Garner, Alternate



Aero News

New FBO Hangar Construction 50% Complete

Construction of the new 42K sf FBO Transient Hangar Facility began in May 2024. The new facility includes 30K sf Hangar, 5K sf Snow Removal Equipment Storage, 7K sf Lobby, Offices, Rental Car Service Area, and Campus Pump House.



Hangar (west)



Concrete pour East Lean



Construction completion - August 2025. The project includes approximately 89 auto parking spaces. Financing for the project: Airport Fund, State Infrastructure Bank (SIB), and Colorado Division of Aeronautics Grant (SRE - snow removal equipment building).

Management Team

Kenneth Maenpa,
 Airport/FBO Manager
Kenny@tellurideairport.com

Linda Soucie,
 Administration
 Manager
Linda@tellurideairport.com

Jason Currie, OPS
 Manager
Jason@tellurideairport.com

Travis Weber, Fire
 Chief / MTC Manager
Travis@tellurideairport.com

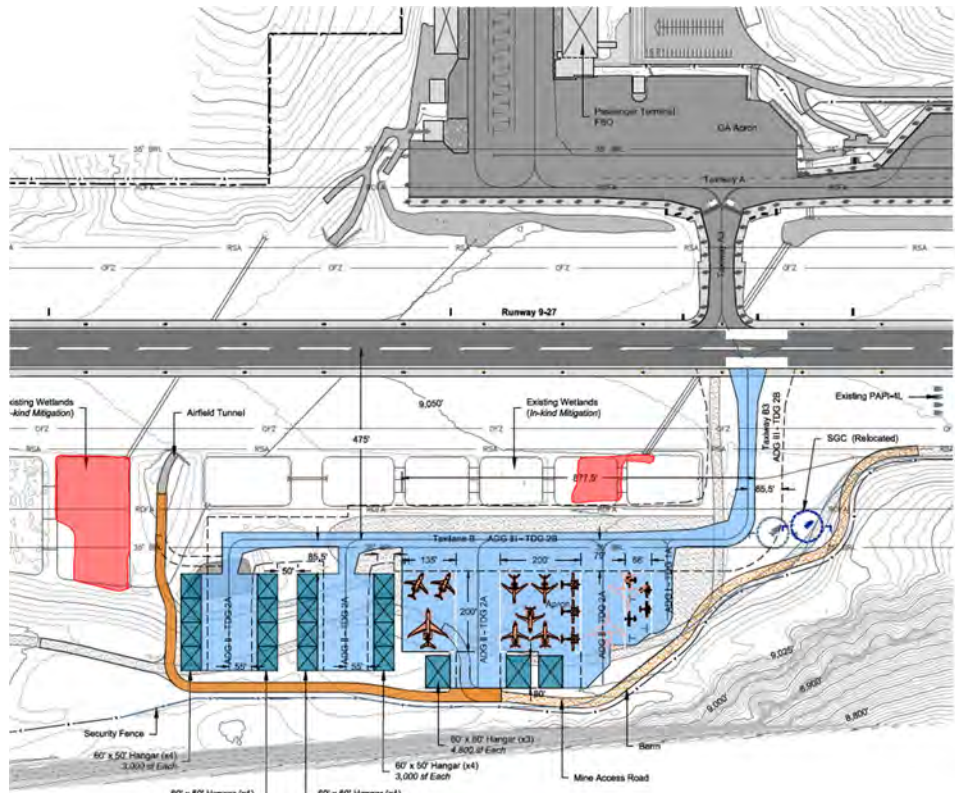
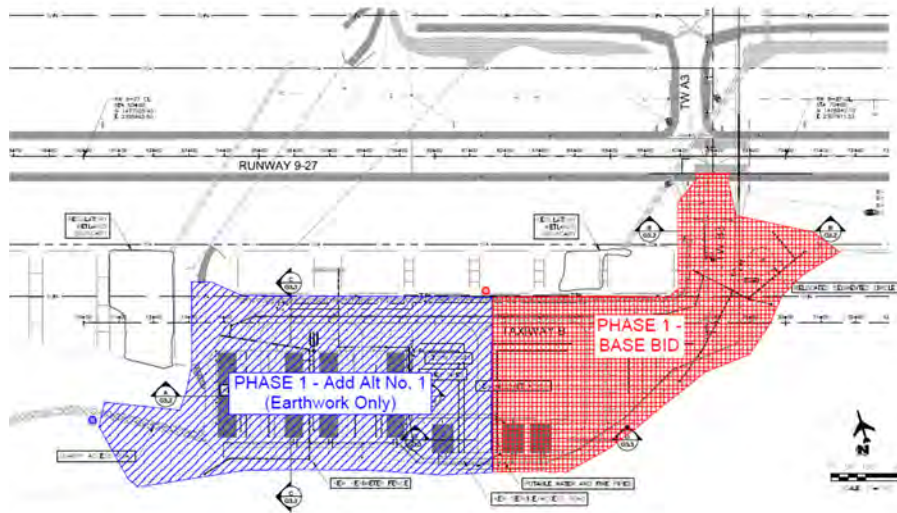
Rebecca Adkin, Pilot
 Services Manager
Rebecca@tellurideairport.com



South Development Update

Project Development Schedule – Taxiway B3 & Apron Construction

- 95% Design - Completed and submitted to FAA Nov 22, 2024
- Final Acceptance by FAA – February 7
- Advertise Date: February 14
- Bid Opening: March 14
- Contract Award March 20th Airport Authority Board Approval
- Construction Start: May 2025
- **RUNWAY CLOSURE: 10 Days in May 2025**



PUBLIC MEETING NOTICES

Airport Authority Board Meeting

- January 16, 2025 @ 12:00p
- March 20, 2025 @ 12:00p

LOCATION: Terminal
Observation Lounge

Contact Us

FBO - Pilot Services
 970-728-8603
 Info@Tellurideairport.com



The Airport Authority is a quasi-government entity that is a self-sustaining community resource that provides safe and reliable air transportation for the citizens and visitors to San Miguel County, Colorado.

Runway Maintenance Schedule

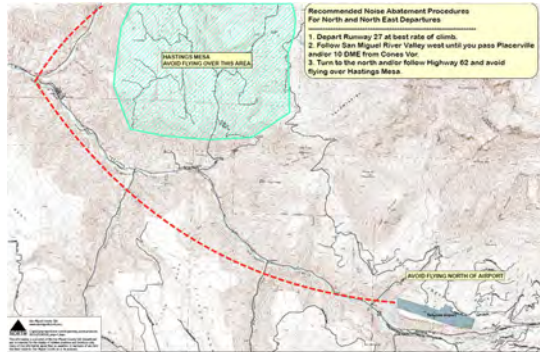
During the **(10 Day) closure of Runway 09/27** for phase 1 construction of Taxiway B3 in May 2025, the airport plans to complete pavement maintenance that includes runway, taxiway, apron crack seal, fog seal, and pavement markings.



Funding for this project is thanks to the Colorado Division of Aeronautics Discretionary Aviation Grant 90% funding and 10% Airport Fund.

Fly Quiet

Please be a good neighbor and become familiar with the Voluntary Noise Abatement procedures and noise sensitive areas northwest, south, and southeast of the airport. For more information, please visit Whispertrack link on the airport website: <https://whispertrack.com/airports/KTEX>



FBO Winter Hours: 0700L to 1800L. Pilots, please call 970-728-8603 for a minimum of two (2) hour notice for requests to pull aircraft out of the hangar.

Council Member: Marti

Sterling Parks _____

Aaron Elinoff X

Council Member: Dugrey

Sterling Parks ✓

Aaron Elinoff _____

Council Member: Rick Gonet

Sterling Parks ✓

Aaron Elinoff _____

Council Member: TUCKER MAJID

Sterling Parks X

Aaron Elinoff _____

Tally Vote

Sterling Parks XXXX

Aaron Elinoff XX

Council Member: Scott

Sterling Parks _____

Aaron Elinoff X

Council Member: Harvey Mogenson

Sterling Parks X

Aaron Elinoff _____

129 Vischer Drive Vischer Drive Right-of-Way Encroachment Town Council Work Session II January 16, 2025

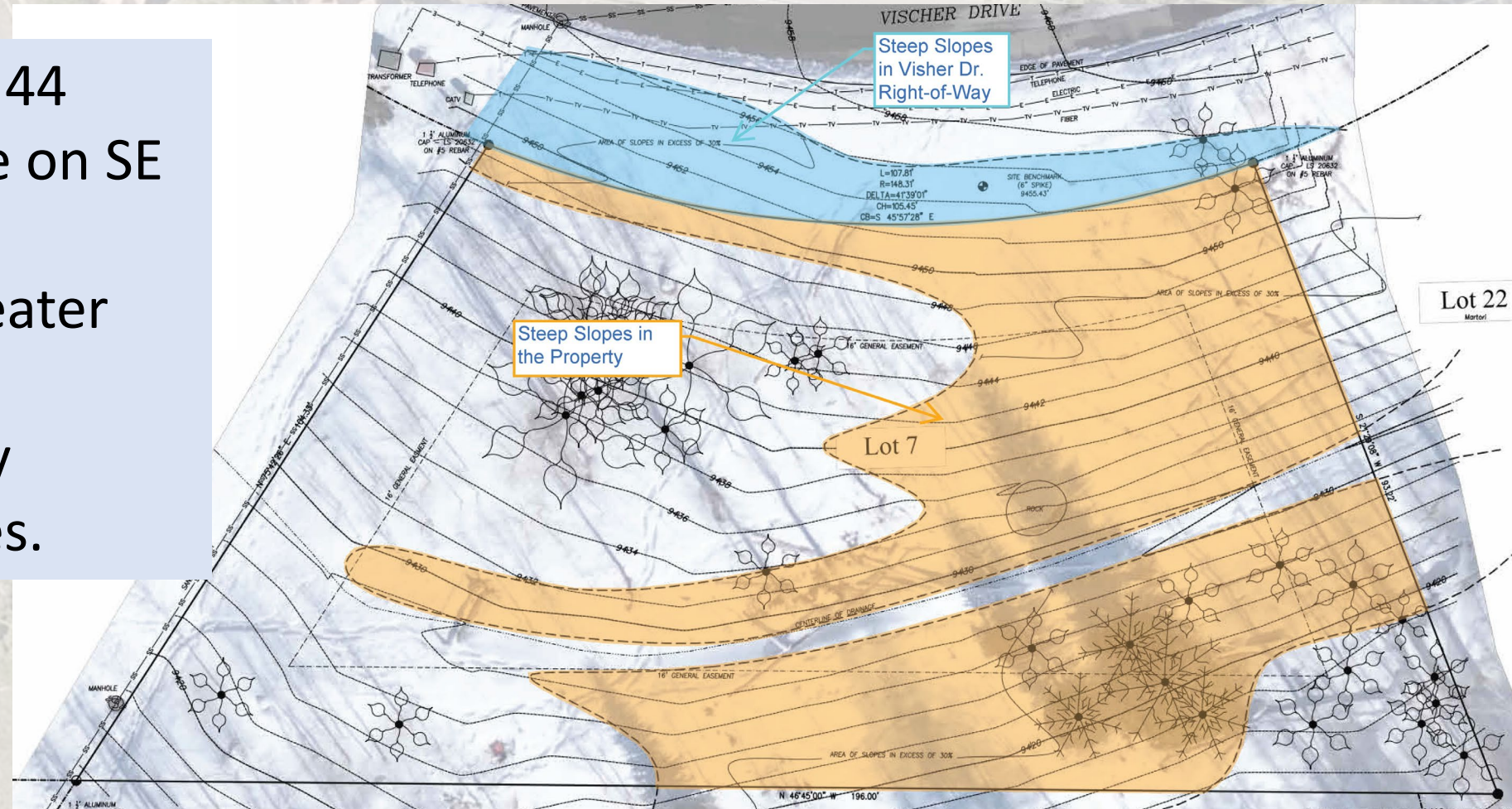


Site



Site

- Elevation Change of 44 feet, with 47% grade on SE Side.
- ROW has 30% or greater slopes.
- 47% of the property contains steep slopes.



Council Questions from Work Session No. 1

Lot 7

Q1: Will granting the encroachment preclude future uses of the right-of-way, such as for a sidewalk or to use the road to access other development by the golf course parking area?

Council Questions from Work Session No. 1

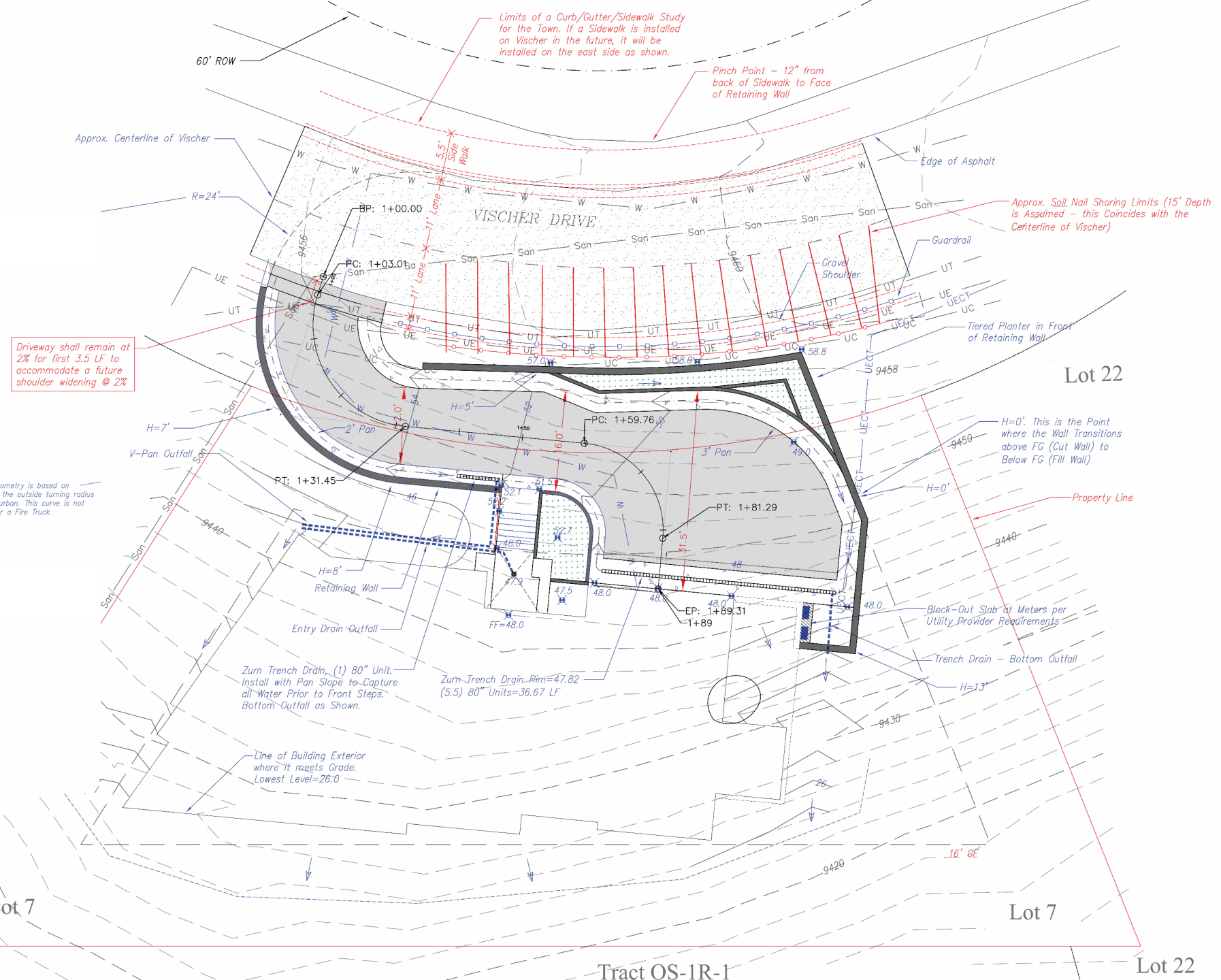
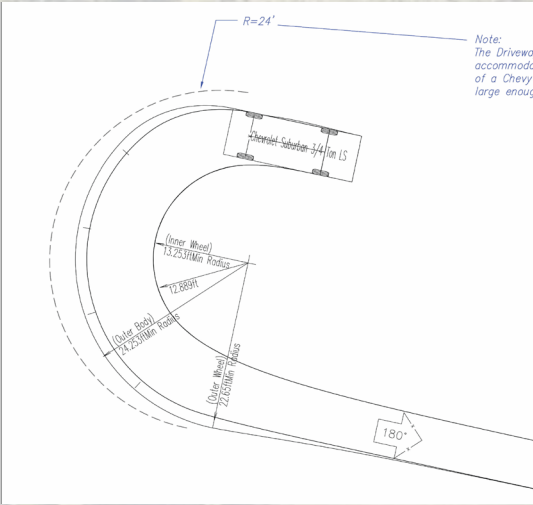
Answer: No

- 22' in travel lanes, with 2' shoulders – meets road standards for any level of development.
- Room in right-of-way to construct a sidewalk on the north side of Vischer Dr.
- Soil nailing will avoid existing utilities and allow for maintenance and meet Public Works requirements.
- Scott Pittenger's comments will be addressed with the Design Review Process application.

Council Questions from Work Session No. 1

Answer: No

- Sidewalk is unlikely needed due to low traffic road.
- Vischer Dr. provides access for only five single-family homes to the west of the property, the golf course driving range and the pickleball and tennis courts.
- Very low likelihood of any change to the traffic based on the current Comprehensive Plan.



Limits of a Curb/Gutter/Sidewalk Study for the Town. If a Sidewalk is installed on Vischer in the future, it will be installed on the east side as shown.

Pinch Point - 12" from back of Sidewalk to Face of Retaining Wall

Driveway shall remain at 2% for first 3.5 LF to accommodate a future shoulder widening @ 2%

Approx. Soil Nail Shoring Limits (15' Depth is Assumed - this Coincides with the Centerline of Vischer)

Note: The Driveway Geometry is based on accommodating the outside turning radius of a Chevy Suburban. This curve is not large enough for a Fire Truck.

Zurn Trench Drain - (1) 80" Unit. Install with Pan Slope to Capture all Water Prior to Front Steps. Bottom - Outfall as Shown.

Zurn Trench Drain - Rim=47.82 (5.5) 80" Units=36.67 LF

Line of Building Exterior where it meets Grade. Lowest Level=26.0

Block-Out Slab at Meters per Utility Provider Requirements

Trench Drain - Bottom Outfall

Lot 7

Lot 7

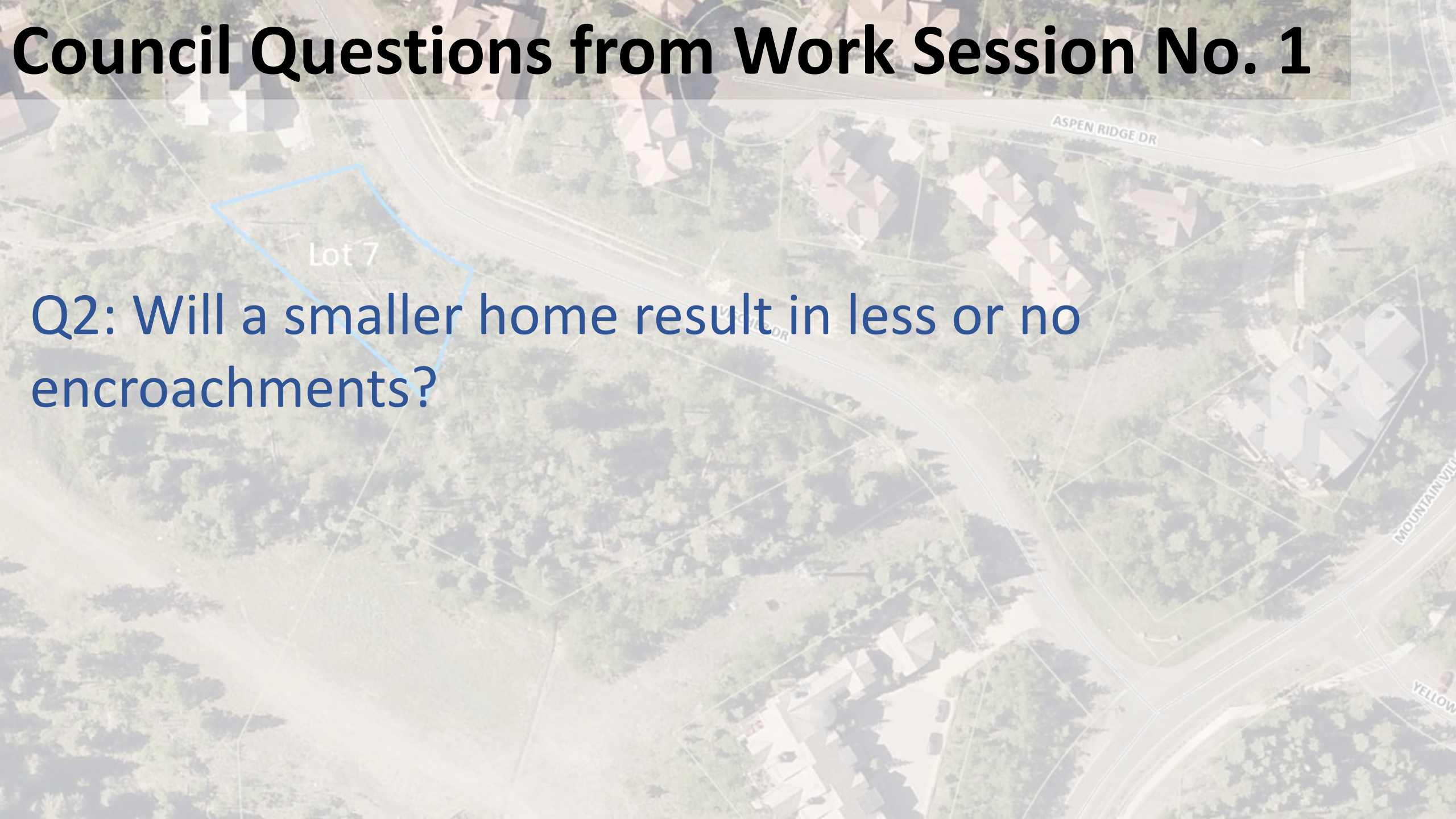
Tract OS-1R-1

Lot 22

Council Questions from Work Session No. 1

Lot 7

Q2: Will a smaller home result in less or no encroachments?



Council Questions from Work Session No. 1

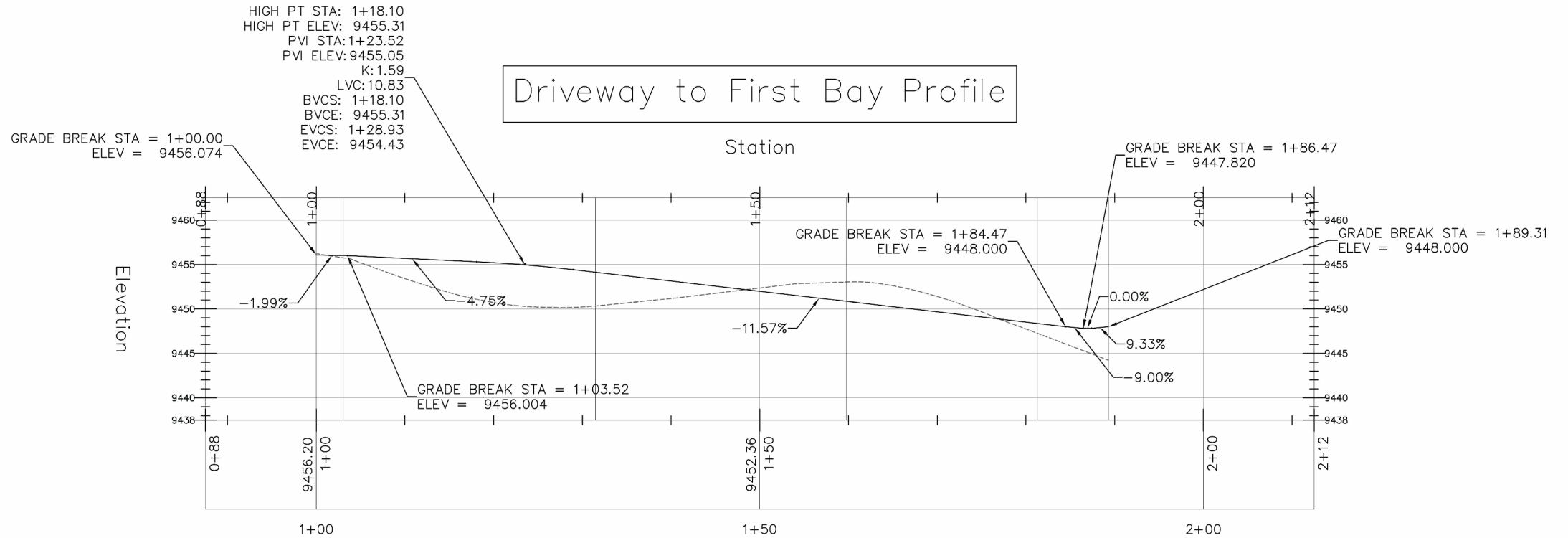
Answer: No

- Driveway access to the property is required no matter home size.
- It is not possible to push the driveway further down the grade into the building envelope formed by the 16-foot General Easement, with the proposed driveway grade at 11.57%.

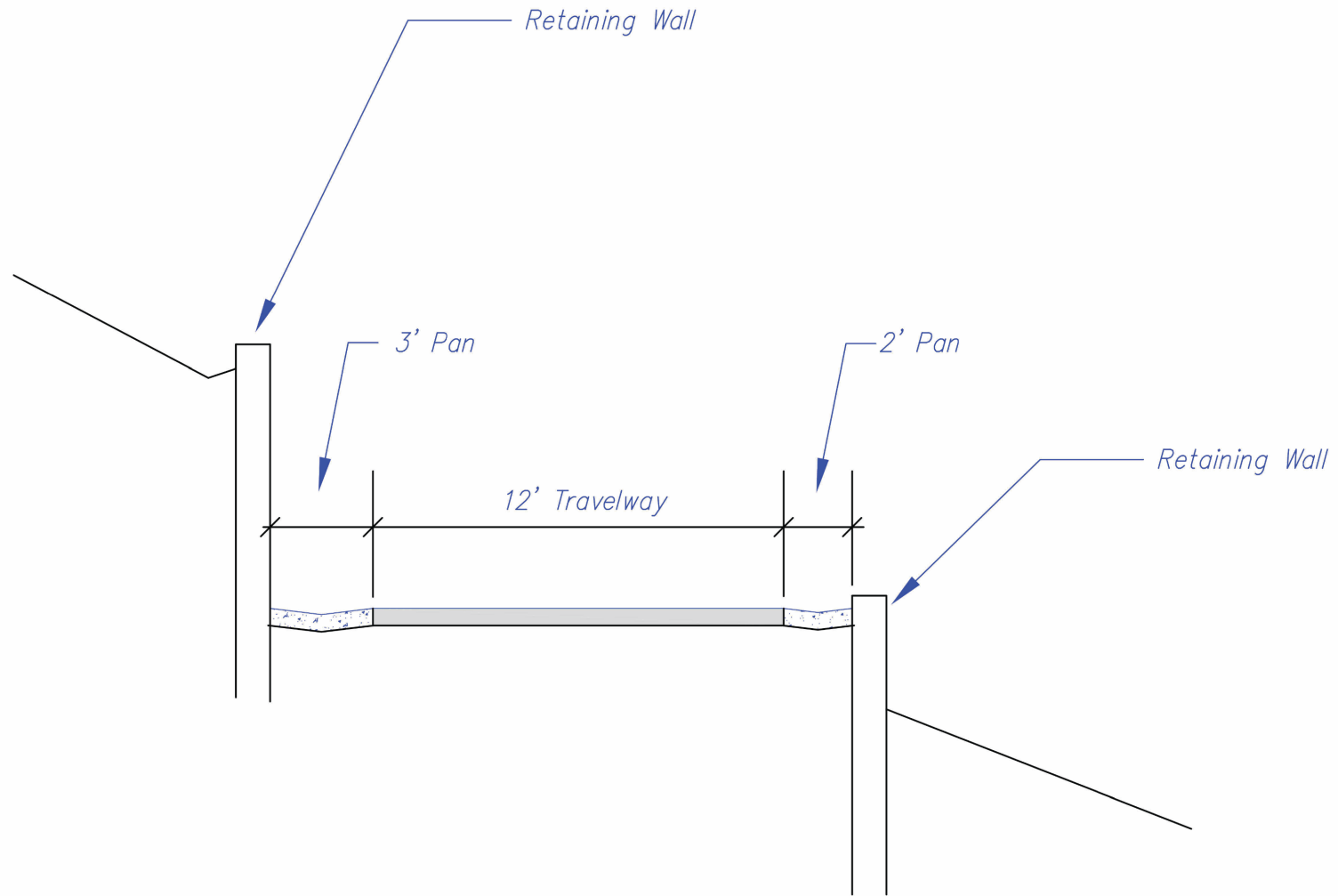
Council Questions from Work Session No. 1

- Pushing the driveway down the hillside will increase the grade beyond the maximum allowed 5% at the entry and 12% grade due to the steep slopes.

Council Questions from Work Session No. 1



Council Questions from Work Session No. 1



*Driveway
Typical Section at Minimum Width*

Council Questions from Work Session No. 1

Lot 7

Q3: What are the alternatives to the proposed driveway access?

Q4: Will a second or third story garage with any needed height variance decrease or eliminate the encroachments with more of a straight driveway access?

Council Questions from Work Session No. 1

Answer: Two Access Options – As Proposed or Bridge

- Architectural and site design are driving the proposed encroachments due to desire to have a typical Mountain Village drive leading to front entry with sense of arrival.
- Other option is for a bridge access that will still require right-of-way encroachments and may require a height variance for an elevated garage.











12"-15" reveals between forms

Scheme **A2** VIS CENTER

Tract OS-1R-1

06.05.23

Lot 22

Lot 22

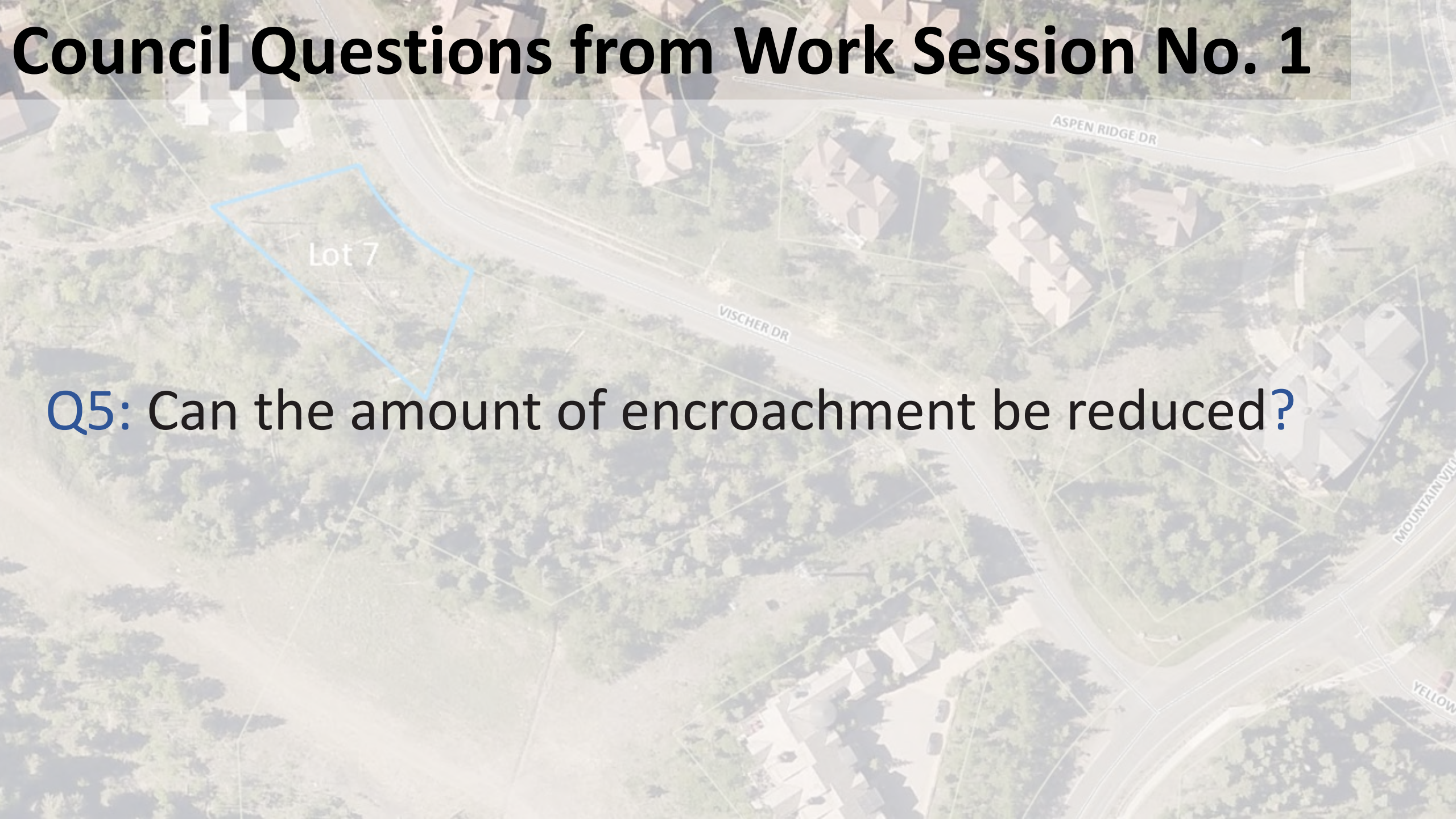
MOUNTAINVILLE

YELLOW

Council Questions from Work Session No. 1

Lot 7

Q5: Can the amount of encroachment be reduced?

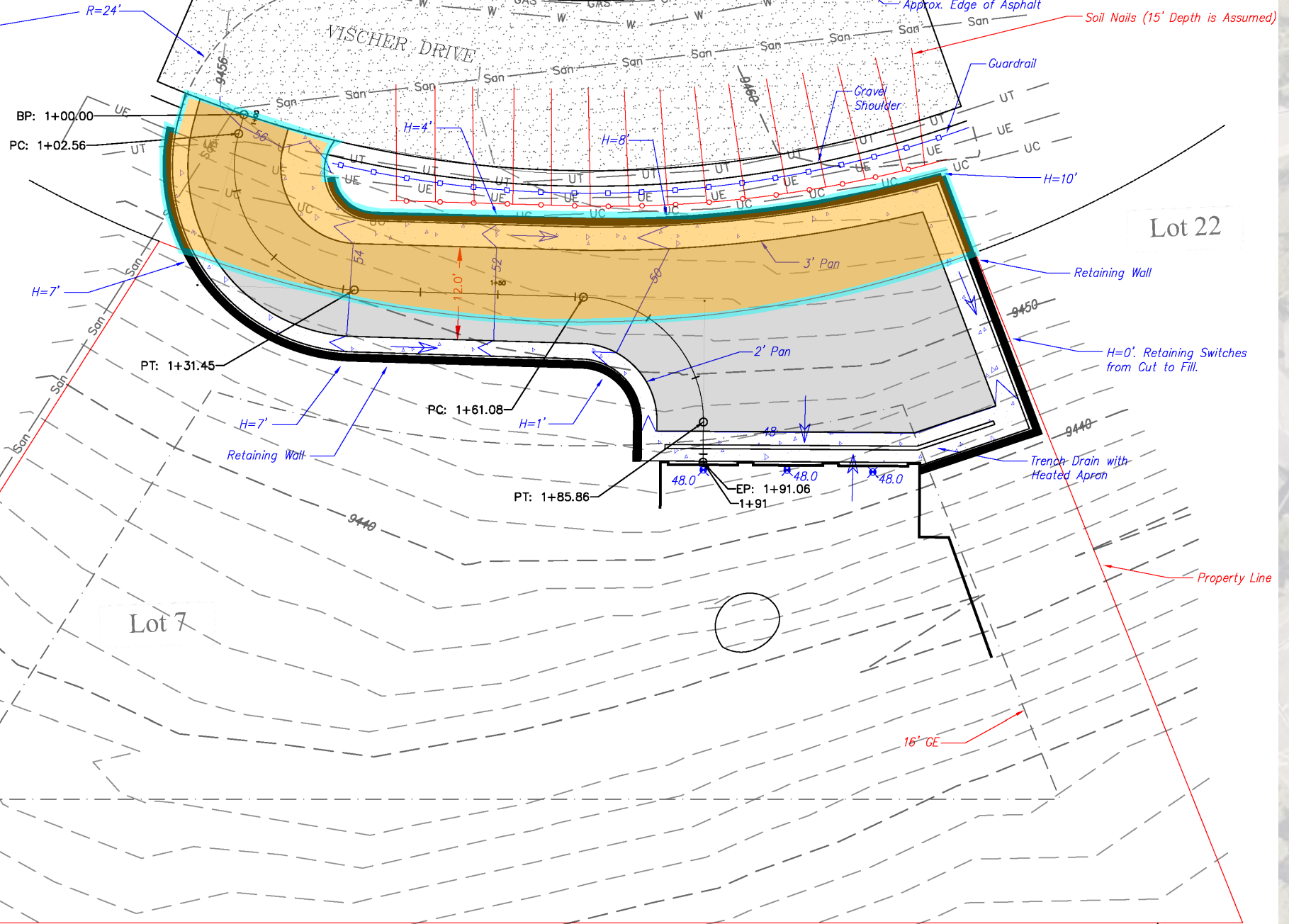


Council Questions from Work Session No. 1

A: Yes, the amount of encroachment has been reduced.

- Home size has been reduced by 38% to 7,254 sq. ft. (38% reduction).
- Site coverage has been reduced from 40% to 33%.
- Encroachments will still be required for a bridge.

Note:
The Driveway Geometry is based on accommodating the outside turning radius of a Chevy Suburban. This curve is not large enough for a Fire Truck.



Approx. Centerline of Vischer

Edge of Asphalt

Note:
The Driveway Geometry is based on accommodating the outside turning radius of a Chevy Suburban. This curve is not large enough for a Fire Truck.

R=24'

VISCHER DRIVE

Approx. Soil Nail Shoring Limits is Assumed - this Coincides w Centerline of Vischer)

Driveway shall remain at 2% for first 3.5 LF to accommodate a future shoulder widening @ 2%

Tiered Planter in Front of Retaining Wall

Lot 22

H=7'

H=0': This is the Point where the Wall Transitions above FG (Cut Wall) to Below FG (Fill Wall)

V-Pan Outfall

Property Line

RT: 1+31.45

180°

H=8'

Retaining Wall

Entry Drain-Outfall

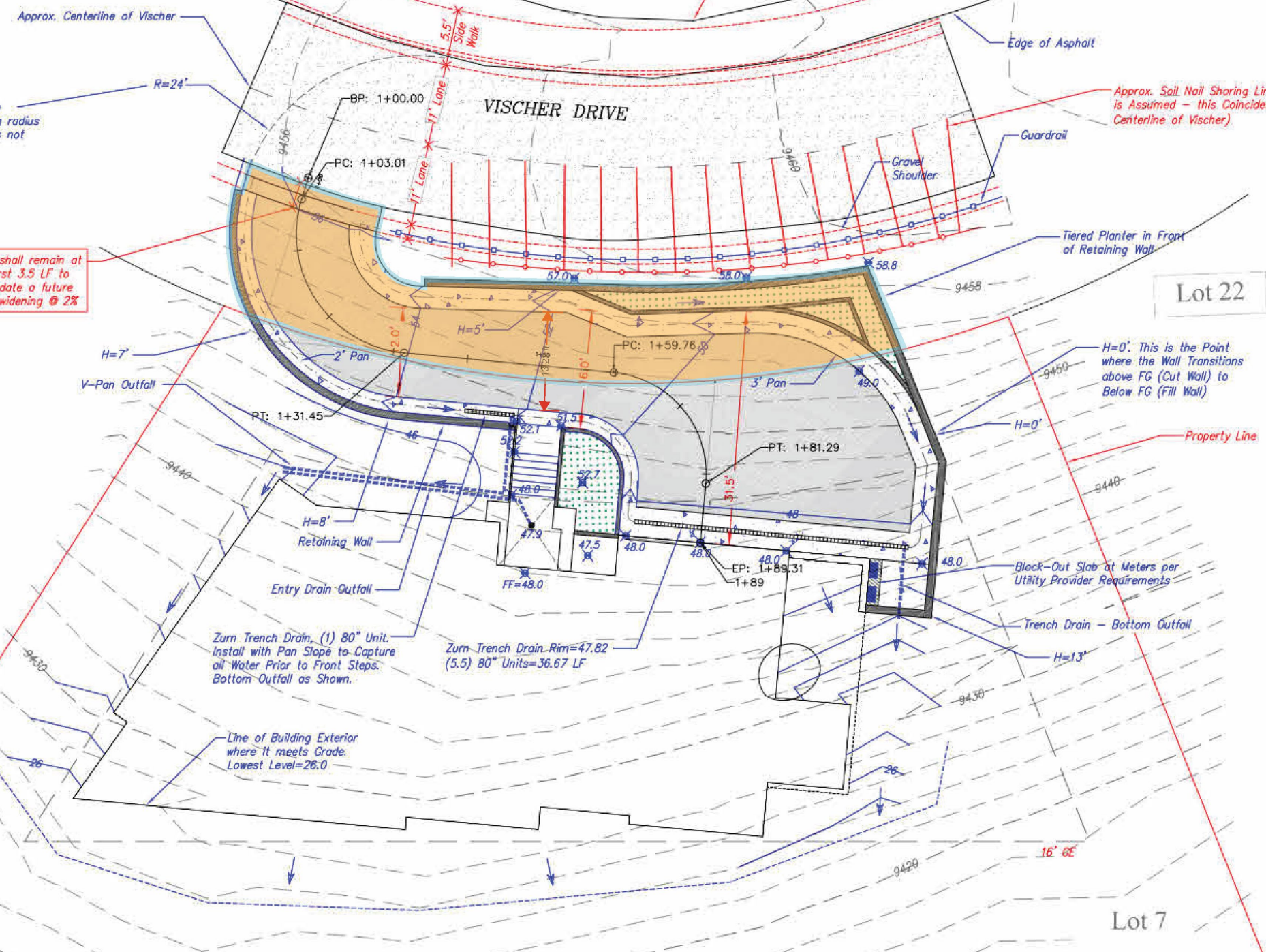
Zurn Trench Drain, (1) 80" Unit. Install with Pan Slope to Capture all Water Prior to Front Steps. Bottom Outfall as Shown.

Zurn Trench Drain Rim=47.82 (5.5) 80" Units=36.67 LF

Line of Building Exterior where it meets Grade. Lowest Level=26.0

Lot 7

Lot 7



Summary

- The encroachments as proposed allow for a more appropriate, vernacular driveway access to the home with sense of arrival.
- Design is setback from the road and steps down from Vischer Drive.
- Bridge design for access does not fit into the community, and results in a bad site and home design.
- Site topography does not allow pushing drive down the hillside due to grads that will not be approved.
- Encroachment permit remains revocable.

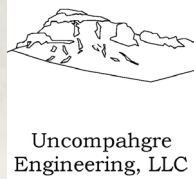
Lot 7

Questions?

Thank you.

Tommy Hein
ARCHITECTS


ALPINE
PLANNING


Uncompahgre
Engineering, LLC

Lot 7

Questions?

Thank you.





Lot 7

Plan Set

ASPEN RIDGE DR

VISCHER DR

MOUNTAIN VILL

YELLOW