

**TOWN OF MOUNTAIN VILLAGE  
TOWN COUNCIL REGULAR MEETING  
WEDNESDAY, JUNE 18, 2025 8:30 AM  
2nd FLOOR CONFERENCE ROOM, MOUNTAIN VILLAGE TOWN HALL  
455 MOUNTAIN VILLAGE BLVD, MOUNTAIN VILLAGE, COLORADO  
AGENDA **REVISED****

<https://us06web.zoom.us/j/84386249742?pwd=oJVObMQ3czFLPeXecHEe88gZqMgmsb.1>

**Please note that times are approximate and subject to change.**

	Time	Min	Presenter	Type	
1.	8:30				Call to Order
2.	8:30	20 60 20	Legal		Executive Session for the Purpose of: <ul style="list-style-type: none"> <li>a. Executive Session for a Conference with the Town Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions Under CRS 24-6-402(4)(b) and for the Purpose of Determining Positions Relative to Matters That May Be Subject to Negotiations, Developing Strategy for Negotiations, and/or Instructing Negotiators, Under CRS 24-6-402(4)(e), Specifically Regarding the Proposed Ski Lift Ticket Tax</li> <li>b. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding the Sewer Authority and Wastewater Treatment Plant Pursuant to C.R.S. 24-6-402(4)(e)</li> <li>c. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding a Memorandum of Understanding with TMVOA Regarding Slope Stabilization Pursuant to C.R.S. 24-6-402(4)(e)</li> </ul>
3.	10:10	5			Public Comment on Non-Agendized Items
4.	10:15	5	Tri-County Health	Action	Consideration of a Proclamation Declaring June Immigrant Heritage Month
5.	10:20	5	Johnston Bulson	Action	Consent Agenda: All matters in the Consent Agenda are considered to be routine by the Town Council and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately: <ul style="list-style-type: none"> <li>a. Consideration of Approval of May 9, 2025 Special Town Council Meeting Minutes</li> </ul>

**TOWN COUNCIL MEETING  
AGENDA FOR JUNE 18, 2025**

	Time	Min	Presenter	Type	
					<ul style="list-style-type: none"> <li>b. Consideration of Approval of May 15, 2025 Regular Town Council Meeting Minutes</li> <li>c. Ratification of the 2025 Fire Safety Project Agreement Ski Ranches-Mountain Village</li> </ul>
6.	10:25	10	Ward Walters Broady Newell	Informational	Staff Introductions: <ul style="list-style-type: none"> <li>a. Daniel Alvarado, Senior Planner</li> <li>b. Wren Parziale, Forestry Technician I</li> <li>c. Robin Lemmerz, Forestry Technician I</li> <li>d. Joseph Wilson, Forestry Technician II</li> <li>e. Marisa Ficklin, Office Manager/Evidence Custodian</li> <li>f. Soren Stopnik, Rental Properties Coordinator</li> </ul>
7.	10:35	10	McConaughy Johnston	Action <b>Legislative</b>	Consideration of a Resolution Postponing the Election on the Ski Lift Ticket Tax to November 4, 2025
8.	10:45	20	Bulson	Informational	Department Updates and Business & Government Activity Report (BAGAR)
9.	11:05	50	Wise Greensfelder	Work Session	Discussion Regarding Village Center Subarea Commercial Space Analysis Project
10.	11:55	15	McConaughy Butt	Action <b>Legislative</b>	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Amending CDC Section 17.5.13 Sign Regulations <i>This Item Was Continued from the May 15, 2025 Regular Town Council Meeting</i>
11.	12:10	10	Ward Forsythe	Action Public Hearing <b>Quasi-Judicial</b>	Public Hearing and Council Vote on an Ordinance Adopting the 2024 Editions of the International Building Code ("IBC"), International Residential Code ("IRC"), International Mechanical Code ("IMC"), International Fuel Gas Code ("IFGC"), International Property Maintenance Code ("IPMC"), the International Plumbing Code ("IPC"), the International Existing Building Code ("IEBC"), the International Swimming Pool and Spa Code ("ISPSC"), the 2021 Edition of the International Energy Conservation Code, the 2018 International Fire Code ("IFC") as Adopted by the Telluride Fire Protection District (TFPD), and the 2023 Edition of the National Electric Code, NFPA70, ("NEC"), as Adopted by the State of Colorado, (Collectively Referred to as the "Codes")
12.	12:20	15			Lunch
13.	12:35	20	Lemley McConaughy Bulson Wisor	Action	Ratification of a Memorandum of Understanding Amendment with TMVOA Regarding Slope Stabilization Work Above the Mountain Village Base Station of the Gondola

**TOWN COUNCIL MEETING  
AGENDA FOR JUNE 18, 2025**

	Time	Min	Presenter	Type	
14.	12:55	10	Lemley Bulson	Action	Consideration of Approval of a Resolution Appropriating Additional Sums of Money Related to Slope Stabilization
15.	1:05	10	Lemley Pittenger Squier	Action	Consideration of Approval of a Resolution Appropriating Additional Sums of Money Related to Munchkins Capital Improvements
16.	1:15	25	Carmer Bulson	Action	Consideration of a Memorandum of Understanding Between San Miguel County, the Town of Mountain Village and the Town of Telluride Regarding a Regional Wastewater Treatment Plant
17.	1:40	50	Lemley McConaughy	Work Session	Discussion Regarding Property Tax Assessments
18.	2:30	20	Council Members	Informational	<p>Council Boards and Commissions Updates:</p> <ol style="list-style-type: none"> <li>1. Telluride Tourism Board – Gomez</li> <li>2. Colorado Flights Alliance – Gilbride, Gomez</li> <li>3. Transportation &amp; Parking – Duprey &amp; Mogenson</li> <li>4. Budget &amp; Finance Committee – Duprey, Pearson, &amp; Mogenson</li> <li>5. Gondola Committee – Mogenson, Prohaska, &amp; Pearson</li> <li>6. Colorado Communities for Climate Action – Pearson</li> <li>7. San Miguel Authority for Regional Transportation (SMART) – Magid, Mogenson, &amp; Gomez</li> <li>8. Telluride Historical Museum – Prohaska</li> <li>9. Collaborative Action for Immigrants (CAFI) – Gomez</li> <li>10. Mountain Village Business Development Advisory Committee (BDAC) – Pearson &amp; Duprey</li> <li>11. Infrastructure Committee – Duprey &amp; Magid</li> <li>12. Telluride Conference Center Committee – Duprey &amp; Magid</li> <li>13. Miscellaneous Boards and Commissions</li> <li>14. Mayor's Update</li> </ol>
19.	2:50	5			Other Business
20.	2:55	60 20 20	Legal		<p>Executive Session for the Purpose of:</p> <ol style="list-style-type: none"> <li>a. Conference with the Town Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions Under C.R.S. Section 24-6-402(4)(b) and/or for the Purpose of Determining Positions Relative to Matters that may be Subject to Negotiations, Developing Strategies for Negotiations, and/or Instructing Negotiators Under C.R.S. Section 24-6-402(4)(e), Specifically Regarding Real Estate Acquisitions and Sales Involving Properties Used by Ski Resorts Including an Update on Pending Litigation</li> </ol>

**TOWN COUNCIL MEETING  
AGENDA FOR JUNE 18, 2025**

	Time	Min	Presenter	Type	
					<p>b. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding the Oak Street Gondola Station Draft Lease Agreement with Telluride Pursuant to C.R.S. 24-6402(4)(e)</p> <p>c. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding Managed Load and Delivery Pursuant to C.R.S. 24-6-402(4)(e)</p>
21.	4:35				Adjourn

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<https://bit.ly/WatchMVMeetings>  
Register in advance for this webinar:

<https://us06web.zoom.us/j/84386249742?pwd=oJVObMQ3czFLPeXecHEe88gZqMgmsb.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 Proclamation**

### **Immigrant Heritage Month June 2025**

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

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

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

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

**WHEREAS**, dehumanization and objectification perpetuate harm and marginalization; and

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

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

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

**THEREFORE**, be it resolved that, we, the Town Council of the Town of Mountain Village, do hereby designate June 2025 as

**Immigrant Heritage Month**

in the Town of Mountain Village, Colorado.

Dated this 18<sup>th</sup> day of June 2025

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Martinique Prohaska, Mayor

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Susan Johnston, Town Clerk



**TOWN OF MOUNTAIN VILLAGE**

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Mountain Village, CO 81435

970-728-8000

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[mvclerk@mtnvillage.org](mailto:mvclerk@mtnvillage.org)

Agenda Item 5a

**TOWN OF MOUNTAIN VILLAGE  
MINUTES OF MAY 09, 2025  
SPECIAL TOWN COUNCIL MEETING**

The meeting of the Town Council was called to order by Mayor Marti Prohaska at 10:02 a.m. on Friday, May 09, 2025. The meeting was held with virtual access provided through Zoom.

**Attendance:**

**The following Town Council members were present and acting:**

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

**Also in attendance were:**

Paul Wisor, Town Manager  
Michelle Bulson, Assistant Town Manager  
Susan Johnston, Town Clerk  
Mae Eckard, Deputy Town Clerk  
Haley Carmer, Assistant Town Attorney  
Amy Ward, Community Development Director  
Lizbeth Lemley, Finance Director

**Consideration of Approval of an Amended Resolution Setting the Ballot Language for the Ski Lift Ticket Tax Question at the June 24, 2025 Election (2)**

Assistant Town Attorney Haley Carmer presented. Council discussion ensued. The Mayor opened public comment. The Mayor closed public comment. On a **MOTION** by Huascar E. Gomez (Rick) and seconded by Harvey Mogenson, Council voted (6-0) (Jack Gilbride was absent), to approve an Amended Resolution Setting the Ballot Language for the Ski Lift Ticket Tax Question at the June 24, 2025 Election with amendments to add “And local Products Defined by Ordinance” to the title of the ballot question, and to move “by imposing a 5% excise tax on the purchase price paid for each lift ticket” to follow the word “thereafter” in the first part of the question.

**Jack Gilbride arrived at 10:15 a.m.**

**Executive Session for the Purpose of: (3)**

- a. **Receiving Legal Advice on Specific Legal Questions Pursuant to C.R.S. Section 24-6-402(4)(b) Regarding Condemnation Action Against TSG Ski & Golf, LLC**

On a **MOTION** by Tucker Magid and seconded by Pete Duprey, Council voted unanimously to move into Executive Session at 10:16 a.m. for the purpose of:

- a. Receiving Legal Advice on Specific Legal Questions Pursuant to C.R.S. Section 24-6-402(4)(b) Regarding Condemnation Action Against TSG Ski & Golf, LLC

There being no further business, on a **MOTION** by Harvey Mogenson and seconded by Pete Duprey, Council voted unanimously to adjourn the meeting at 11:21 a.m.

Respectfully prepared by,

Respectfully submitted by,

Mae Eckard  
Deputy Town Clerk

Susan Johnston  
Town Clerk



**TOWN OF MOUNTAIN VILLAGE**  
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Agenda Item 5b

**TOWN OF MOUNTAIN VILLAGE  
MINUTES OF MAY 15, 2025  
REGULAR TOWN COUNCIL MEETING**

The meeting of the Town Council was called to order by Mayor Marti Prohaska at 2:00 p.m. on Thursday, May 15, 2025. The meeting was held in person with virtual access provided through Zoom.

**Attendance:**

**The following Town Council members were present and acting:**

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

**Also in attendance were:**

Michelle Bulson, Assistant Town Manager  
Susan Johnston, Town Clerk  
Mae Eckard, Deputy Town Clerk  
David McConaughy, Town Attorney  
Haley Carmer, Assistant Town Attorney  
Drew Nelson, Housing Director  
Amy Ward, Community Development Director  
Kathrine Warren, Communications Manager  
J.D. Wise, Economic Development Director  
Molly Norton, Business Development Manager  
Lauren Kirn, Sustainability and Grants Project Manager  
Lizbeth Lemley, Finance Director  
Brittany Newell, Rental Properties Manager  
Chris Broady, Police Chief  
Jaime Holmes, Director of Human Resources  
Jim Soukup, Chief Technology Officer  
Jim Loebe, Transit & Recreation Director  
Scott Pittenger, Public Works Director  
Connor Ficklin, Building Inspector  
Claire Perez, Planner II  
Chambers Squier, Mountain Munchkins Director

Ariana Sites  
Tyler Erickson, TCHN  
Jonathan Greenspan  
Erica Gioga  
Kiera Skinner  
Owen Perkins  
Matt Skinner  
Douglas Tooley  
Jarrod Biggs  
J. Meehan Fee  
Madeline Gomez  
Drea Araiza  
Gretchen Koitz  
Narcis Tudor

**Public Comment on Non-Agendized Items (2)**

No public comment was received.

**Consideration of a Proclamation Declaring May 2025 as Mental Health Awareness Month (3)**

Ariana Sites with Tri-County Health Network thanked Council for their support. Councilmember Huascar E. Gomez (Rick) read the proclamation. On a **MOTION** by Jack Gilbride and seconded by Huascar E. Gomez (Rick), Council voted unanimously to declare May 2025 as Mental Health Awareness month.

**Consent Agenda: (4)**

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

**a. Consideration of Approval of April 24, 2025 Regular Town Council Meeting Minutes**

Town Clerk Susan Johnston presented. Council discussion ensued. On a **MOTION** by Tucker Magid and seconded by Huascar E. Gomez (Rick), Council voted unanimously to approve the April 24, 2025 Regular Town Council Meeting Minutes as presented.

**Appointments: (5)**

**a. One Mountain Village Plaza Vending Business Seat for a Two-Year Term**

**b. One Mountain Village Brick & Mortar, Food & Beverage Business Seat for a Two-Year Term**

Business Development Manager Molly Norton presented. Council discussion ensued. On a **MOTION** by Tucker Magid and seconded by Huascar E. Gomez (Rick), Council voted unanimously to appoint Alberto Tames to the Plaza Vending Business Seat for a two-year term, and to appoint Erica Jurecki to the Brick & Mortar, Food & Beverage Business Seat for a two-year term.

**Department Updates and Business & Government Activity Report (BAGAR) (6)**

Assistant Town Manager Michelle Bulson, Finance Director Lizbeth Lemley, Human Resources Director Jaime Holmes, Community Development Director Amy Ward, Molly Norton, and Public Works Director Scott Pittenger presented. Council discussion ensued. The Mayor requested a work session during the June 18<sup>th</sup> Town Council Meeting regarding the recent property tax increases. Council recognized Peace Officer Memorial Day and thanked the Mountain Village Police Department.

**Council took a break from 2:54 p.m. to 3:02 p.m.**

**Consideration of a Memorandum of Understanding (MOU) Between San Miguel County, the**

**Alexander Ranch LLP and the Town of Mountain Village Related to Mutual Understanding and Intent Regarding the Subdivision, Dedications and Conveyances Affecting the Southerly Segment of the Alexander Family Ilium Property and Related to the Subdivision of Land for a Wastewater Treatment Plant Site (7)**

Assistant Town Attorney Haley Carmer and Michelle Bulson presented. Council discussion ensued. The Mayor opened public comment. Public comment was received from Douglas Tooley. The Mayor closed public comment. On a **MOTION** by Pete Duprey and seconded by Tucker Magid, Council voted unanimously to approve a Memorandum of Understanding (MOU) Between San Miguel County, the Alexander Ranch LLP and the Town of Mountain Village Related to Mutual Understanding and Intent Regarding the Subdivision, Dedications and Conveyances Affecting the Southerly Segment of the Alexander Family Ilium Property and Related to the Subdivision of Land for a Wastewater Treatment Plant Site.

**Council moved to agenda item 10.**

**Second Reading, Public Hearing and Council Vote on an Ordinance Adopting the 2024 Editions of the International Building Code (“IBC”), International Residential Code (“IRC”), International Mechanical Code (“IMC”), International Fuel Gas Code (“IFGC”), International Property Maintenance Code (“IPMC”), the International Plumbing Code (“IPC”), the International Existing Building Code (“IEBC”), the International Swimming Pool and Spa Code (“ISPSC”), the 2021 Edition of the International Energy Conservation Code, the 2018 International Fire Code (“IFC”) as Adopted by the Telluride Fire Protection District (TFPD), and the 2023 Edition of the National Electric Code, NFPA70, (“NEC”), as Adopted by the State of Colorado, (Collectively Referred to as the “Codes” (8)**

Community Development Director Amy Ward presented. Council discussion ensued. 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 2024 Editions of the International Building Code (“IBC”), International Residential Code (“IRC”) ), International Mechanical Code (“IMC”), International Fuel Gas Code (“IFGC”), International Property Maintenance Code (“IPMC”), the International Plumbing Code (“IPC”), the International Existing Building Code (“IEBC”), the International Swimming Pool and Spa Code (“ISPSC”), the 2021 Edition of the International Energy Conservation Code, the 2018 International Fire Code (“IFC”) as Adopted by the Telluride Fire Protection District (TFPD), and the 2023 Edition of the National Electric Code, NFPA70, (“NEC”), as Adopted by the State of Colorado, (Collectively Referred to as the “Codes”).

**First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Amending CDC Section 17.5.13 Sign Regulations (9)**

Assistant Town Attorney Haley Carmer presented. Council discussion ensued. On a **MOTION** by Tucker Magid and seconded by Scott Pearson, Council voted unanimously to continue an Ordinance Amending CDC Section 17.5.13 Sign Regulations to the June 18, 2025 Town Council Meeting.

**Council moved to agenda item 11.**

**Second Reading, Public Hearing and Council Vote on an Ordinance Regarding a Vested Property Rights Extension for a Site-Specific Development Plan for Lot 137, TBD Granite Ridge Pursuant to Section 17.4.17 of the CDC (10)**

Planner II Claire Perez and Applicant Narcis Tudor presented. The Mayor opened the public hearing. No public comment was received. The Mayor closed the public hearing. On a **MOTION** by Tucker Magid and seconded by Huascar E. Gomez (Rick), Council voted (7-0) to approve an Ordinance regarding a vested property rights extension for a Site-Specific Development Plan for Lot 137, TBD Granite Ridge, from January 6, 2025 to January 6, 2028, pursuant to Section 17.4.17 of the CDC.

**Council moved to agenda item 12.**

**Summer Trails Project Update (11)**

Transit and Recreation Director Jim Loebe presented. Council discussion ensued.

**Council moved to agenda item 13.**

**Telluride Tourism Board Update (12)**

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

**Council took a break from 4:26 p.m. to 4:38 p.m.**

**Council moved to agenda item 8.**

**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**



**Other Business (14)**

There was no other business.

**Executive Session for the Purpose of: (15)**

- a. **Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding the Ilium Community Housing Parcel Pursuant to C.R.S. 24-6402(4)(e)**
- b. **Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding Wastewater Treatment Plant Pursuant to C.R.S. 24-6402(4)(e)**

On a **MOTION** by Jack Gilbride and seconded by Huascar E. Gomez (Rick), Council voted unanimously to move into Executive Session at 5:30 p.m. for the purpose of:

- a. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding the Ilium Community Housing Parcel Pursuant to C.R.S. 24-6402(4)(e)
- b. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding Wastewater Treatment Plant Pursuant to C.R.S. 24-6402(4)(e)

There being no further business, on a **MOTION** by Jack Gilbride and seconded by Tucker Magid, Council voted unanimously to adjourn the meeting at 6:19 p.m.

Respectfully prepared by,

Respectfully submitted by,

Mae Eckard  
Deputy Town Clerk

Susan Johnston  
Town Clerk

## 2025 FIRE SAFETY PROJECT AGREEMENT

### SKI RANCHES – MOUNTAIN VILLAGE

This 2025 Fire Safety Project Agreement (“**Agreement**”), effective the 20 day of MAY, 2025, is between The Town of Mountain Village (the “**Town**”), a Colorado home rule municipality, and Telluride Ski Ranches Association (“**Ski Ranches**”), a Colorado nonprofit corporation, (each individually referred to as a “Party” and collectively as the “Parties”).

#### Recitals

- A. Telluride Ski Ranches was initially established in 1971 as a residential subdivision in San Miguel County, Colorado, and later expanded to encompass the area generally depicted on **Exhibit A** attached hereto and incorporated by reference herein (the “**Ski Ranches Service Area**”).
- B. The Town has provided potable water service to Ski Ranches since 2007 and owns the water supply infrastructure that serves Ski Ranches.
- C. The Town has initiated a project to improve the fire safety water infrastructure available to Ski Ranches to ensure that such water system infrastructure meets all state and local requirements (the “**Fire Safety Project**”).
- D. Ski Ranches and the Town desire to enter into this written Agreement to formally memorialize a joint plan to accelerate implementation of portions of the Fire Safety Project in calendar year 2025.

#### Agreement

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. The Parties agree to use best efforts to scope out a portion of the Fire Safety Project to complete those elements of such Project generally described on the attached **Exhibit B** in calendar year 2025, subject to budget limitations described in Section 7 of this Agreement.
- 2. The Town agrees to proceed with an engineering design based on the Project elements contained in Exhibit B commencing as soon as possible and no later than thirty (30) days after mutual execution of this Agreement for a 2025 scope of work (“**2025 Engineered Plans**”), if the outsourced Town engineer is available to perform such work or as soon thereafter as practicable.

3. Ski Ranches shall have fifteen (15) business days to review, provide input and accept the 2025 Engineered Plans with the use of Wright Water Engineers, Inc. (“WWE”) or another Ski Ranches selected engineer; such acceptance shall not be unreasonably withheld, conditioned or delayed.
4. The Town shall prepare a draft request for proposal (“RFP”) or other form of solicitation consistent with the Town’s procurement policies to obtain bids for construction of the work outlined in the final 2025 Engineered Plans. The draft RFP and associated proposed construction contract for the Fire Safety Project shall be provided to Ski Ranches for review and comment, who shall provide input on the RFP and construction contract within fifteen (15) business days of receipt, and the Parties shall jointly accept the construction contract, which approval shall not be unreasonably withheld, conditioned or delayed by either Party.
5. The Town acknowledges that its staff will be responsible to oversee construction of the Fire Safety Project in general conformance with the 2025 Engineered Plans and specifications and will consult with a Ski Ranches designated representative during construction and during Key Decisions (as defined in subsection 5.7 below). At a minimum, the Town’s construction contract with the Fire Safety Project contractor (“Contractor”) shall include provisions for the following:
  - 5.1. WWE or another selected Ski Ranches representative will be allowed to participate in the pre-construction meeting and regularly scheduled construction progress meetings (anticipated weekly) to review status of the Fire Safety Project work as it occurs through the construction season.
  - 5.2. The Ski Ranches and their designated representatives (including 1) Telemark, Inc. DBA Telluride Services attn: Peter McGinty, 2) WWE attn: Hayes Lenhart, and 3) Telluride Ski Ranches Association) shall be listed as additionally insured under the Contractor’s general liability insurance for the duration of the construction contract and shall be included as indemnified parties in the construction contract.
  - 5.3. A Ski Ranches representative will be present during the Fire Safety Project walkthrough that develops a final punch list prior to final payment pursuant to Section 7 of this Agreement. A Ski Ranches representative will be present during the final walkthrough of the Fire Safety Project after all punch list items have been completed by the Contractor and prior to such final payment.
  - 5.4. Ski Ranches, through its designated representative, shall be consulted on all Key Decisions, specifically, Ski Ranches shall be provided with at least seven (7) business days to review and provide input on Key Decisions, and the Parties shall jointly approve Key Decisions, which approval shall not be unreasonably withheld, conditioned or delayed by either Party.
  - 5.5. A procedure for the Ski Ranches designated representative to review the Contractor’s progress payment applications and supporting information in order to verify to Ski Ranches’ reasonable satisfaction that the work for which payment is requested has been completed in general conformance with the 2025 Engineered Plans and associated specifications.

- 5.6. Standard warranties and bonding requirements by or on behalf of the Contractor.
- 5.7. As used herein, “**Key Decisions**” means written change orders for the Fire Safety Project, changes in the Fire Safety Project budget, material changes in the location of the Town’s water service infrastructure in conjunction with the Fire Safety Project and/or changes in scope of the Fire Safety Project work.
6. Once the RFP and associated construction contract are mutually accepted by both Parties, the Town shall issue the RFP or other form of solicitation consistent with the Town’s procurement procedures to obtain contractor bids for construction of the work outlined in the 2025 Engineered Plans and provide the bids to Ski Ranches for review, who shall provide input on the contractor selection process and cost review, and the Parties shall jointly approve the contractor/bid, which approval shall not be unreasonably withheld, conditioned or delayed by either Party. If the bids resulting from the RFP exceed the budget limitations described in Section 7 of this Agreement, the Parties (in combination with WWE and the Town’s engineers) will modify the 2025 Engineered Plans and the final contract to allow the cost of the work to fall within such budget limitations. Prior to the formal award of such bid, Ski Ranches must provide the Town with proof of its financial capability to pay for the costs of the work, which may be in the form of cash on hand, awarded grants, approved loan agreements, a bond, or such other assurance as the Town deems satisfactory in its reasonable discretion.
7. All expenditures incurred by the Town directly related to the Fire Safety Project incurred in calendar year 2025 per the 2025 Engineered Plans shall be paid by, and reimbursed to, the Town pursuant to the following hierarchy:
- 7.1. First, the Town shall utilize \$250,000.00 currently in the Town’s 2025 budget for the Fire Safety Project; and
- 7.2. Second, once the funding described in subsection 7.1 above is exhausted, Town shall invoice Ski Ranches monthly for reimbursement by Ski Ranches within 45 days of invoice. Ski Ranches shall reimburse the Town for such invoiced expenditures up to a maximum total of \$1,000,000.00. The Parties agree that Town’s “invoiced expenditures” shall not include retainage held back from the contractor per the bid documents, which will provide that the Town retain ten percent (10%) of each invoice prior to completion of fifty percent (50%) of the Project and five percent (5%) thereafter. Such retainage will not be due from Ski Ranches or paid to the contractor until all work and Section 5.3 punch list items for the 2025 Fire Safety Project is completed to the reasonable satisfaction of Town, Ski Ranches and their consulting engineers.
8. The Parties will continue to work in good faith to enter into a long-term agreement to complete and fund the Fire Safety Project and operate and maintain the Ski Ranches water service infrastructure in future years. Among other matters, such long-term agreement may include provisions allowing for the Ski Ranches to be reimbursed for a portion of the expenses associated with the Fire Safety Project to the extent the Town provides water service to other properties outside the Ski Ranches through the physical infrastructure paid for by the Ski Ranches.

9. In the event either Party defaults on its obligations pursuant to this Agreement, the non-defaulting Party shall give the other Party written notice of default, and the defaulting Party shall then have 30 days to effectuate a cure or to commence a cure if the cure cannot reasonably be completed within such 30-day period. If no such cure is completed or commenced within such period, then the non-defaulting Party shall be free to pursue any available remedy at law or equity, including but not limited to specific performance.

10. General Provisions:

- a. Notice. All notices and other communications shall be in writing and shall be deemed to have been duly given on the date of service, if sent by email or if served personally on the party to whom notice is given. Notice shall be deemed to have been duly given three days after mailing if mailed to the party to whom notice is to be given by first class mail, registered or certified, postage prepaid and properly addressed as follows:

**To SKI RANCHES:**

Telluride Ski Ranches Association  
c/o Telluride Consulting, LLC  
P.O. Box 518, Telluride, CO 81435  
[garrett@tellurideconsulting.com](mailto:garrett@tellurideconsulting.com)

**To TOWN:**

Paul F. Wisor, Mountain Village Town Manager  
455 Mountain Village Blvd, Suite A  
Mountain Village, CO 81435  
[pwisor@mtnvillage.org](mailto:pwisor@mtnvillage.org)

- b. Governing Law and Venue. This Agreement shall be construed under Colorado law, and the forum for resolution of any and all disputes arising hereunder shall be the District Court in and for San Miguel County, State of Colorado.
- c. Binding Effect. The terms of this Agreement shall be binding on and shall inure to the benefit of the Parties' successors and assigns.
- d. Headings. The headings of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

- e. Amendments. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by the Parties.
- f. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Electronic signatures shall be acceptable, valid and enforceable.
- g. Proper Authority. The individuals signing below represent and warrant that they are authorized to sign on behalf of and bind the respective Parties to the terms and conditions hereof.
- h. Subject to Appropriations. Any and all fiscal obligations of the Town arising out of this Agreement shall at all times be subject to annual budgeting and appropriation as required by the Colorado Constitution and other applicable law.
- i. No Waiver. Nothing in this Agreement shall be construed to be a waiver or modification of either Party's existing rights or obligations concerning the provision of water service to property within the Telluride Ski Ranches subdivision or any other matter.
- j. Remedies/Attorneys' Fees. In the event of breach of this Agreement, and subject to the provisions of Section 10 above, the prevailing Party shall be entitled to recover its costs and attorney fees in addition to any other remedies.

**[SIGNATURE PAGES FOLLOW]**

**SIGNATURES:**

TELLURIDE SKI RANCHES ASSOCIATION

By:   
Fran Berg



TOWN OF MOUNTAIN VILLAGE, COLORADO\*

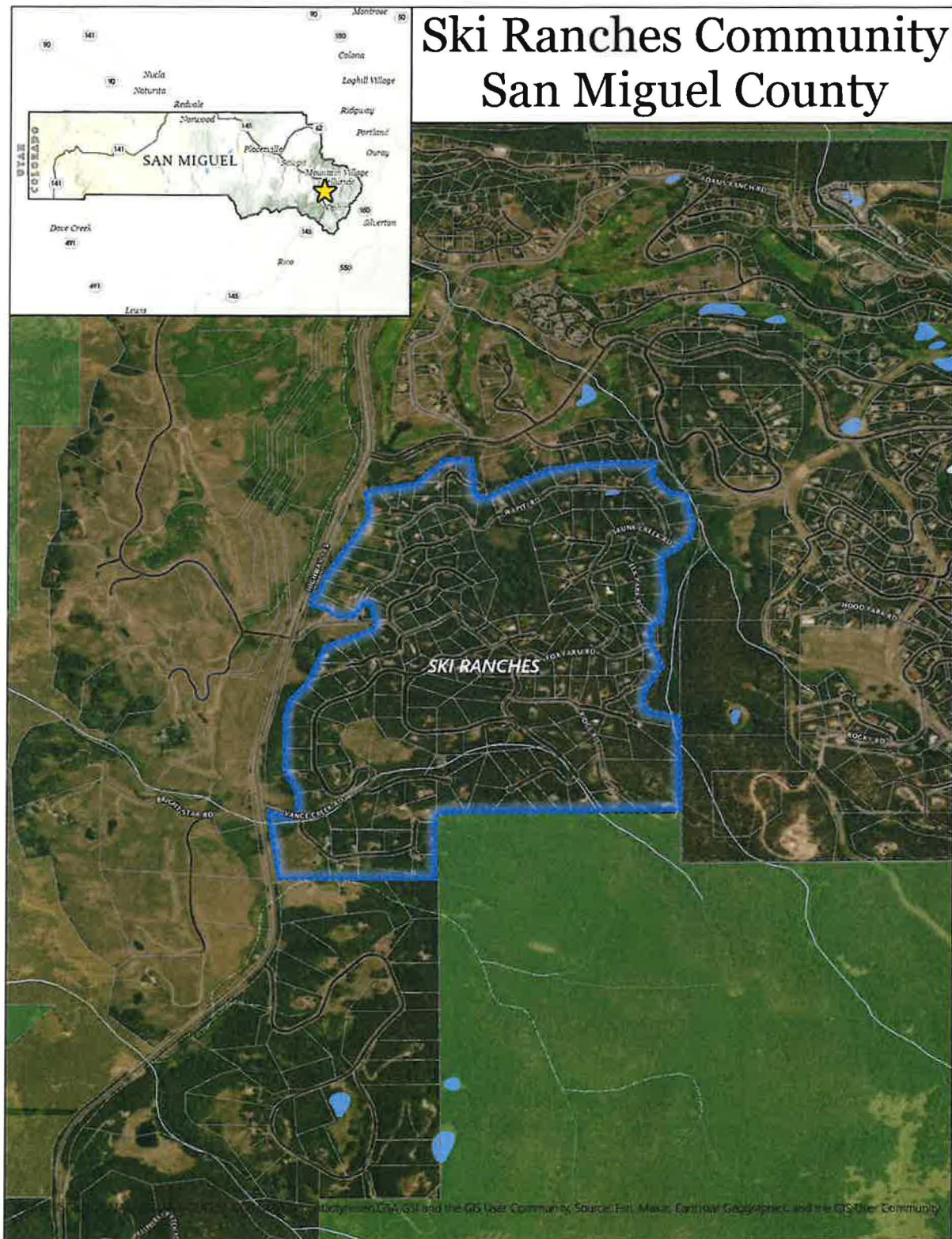
By:   
Michelle Bulson, Acting Town Manager

Attest: Margaret Lohard

\*the Town's approval and signature are subject to ratification by the Mountain Village Town Council at the next available public meeting.

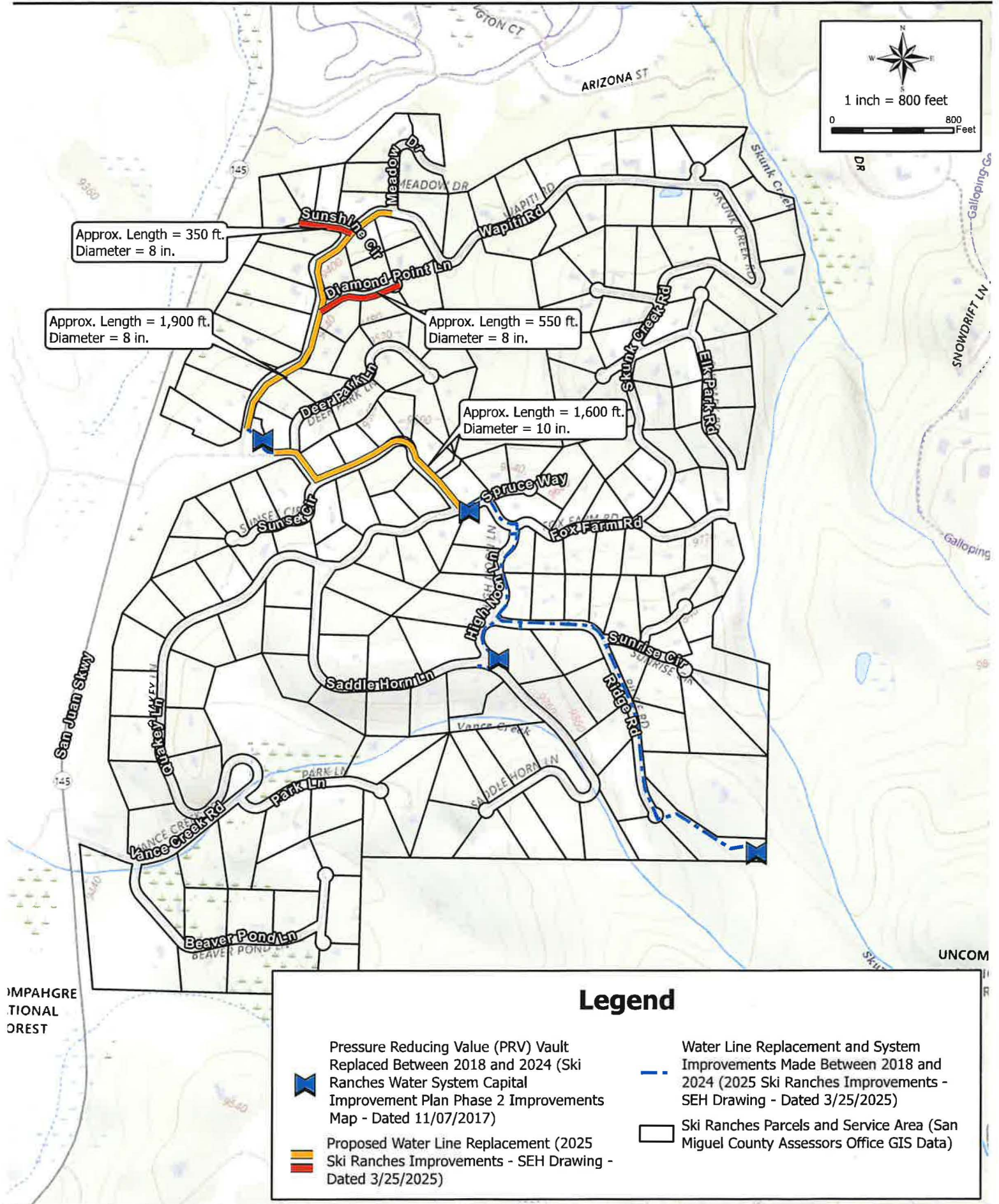
**EXHIBIT A TO  
2025 FIRE SAFETY PROJECT AGREEMENT  
[SKI RANCHES MAP]**

## Exhibit A



**EXHIBIT B TO  
2025 FIRE SAFETY PROJECT AGREEMENT  
[SKI RANCHES FIRE SAFETY PROJECT ELEMENTS  
TO BE COMPLETED IN 2025]**





ate: 5/16/2025 Document Path: P:\221-084 Telluride Ski Ranches\000Mapping\Telluride Ski Ranches.aprx

User Name: tdowling

**RESOLUTION OF THE TOWN COUNCIL  
OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO CHANGING THE DATE OF  
THE ELECTION ON A PROPOSED LIFT TICKET TAX TO NOVEMBER 4, 2025**

**Resolution No. 2025-\_\_\_\_ - \_\_**

**Recitals:**

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

WHEREAS, by Ordinance No. 2025-04, the Town Council approved amendments to the Mountain Village Municipal Code to add a new chapter imposing a tax on ski lift tickets, subject to approval by the voters at the regular election scheduled for June 24, 2025, as required by the TABOR amendment to the Colorado Constitution; and

WHEREAS, at its regular meeting on April 24, 2025, the Town Council passed Resolution No. 2025-0424-05 setting ballot language for the June 24, 2025, election to implement Ordinance No. 2025-04, which language was amended by Resolution No. 2025-0509-07; and

WHEREAS, pursuant to Section 20, Article X, of the Colorado Constitution, any new tax and any multiple fiscal year financial obligation require voter approval in advance, and ballot issues establishing new taxes and multiple fiscal year financial obligations may be considered only in a state general election, biennial local district election, or on the first Tuesday in November of odd-numbered years; and

WHEREAS, the primary purpose of the proposed lift ticket tax is to fund future operations and capital costs relating to the Gondola, including costs that may be incurred for such purposes by the San Miguel Authority for Regional Transportation (“SMART”); and

WHEREAS, the Gondola is located within and benefits both the Town of Mountain Village and the Town of Telluride and their citizens, guests, and visitors; and

WHEREAS, pursuant to Section 20, Article X(3)(a) of the Constitution, the Town is authorized to hold a TABOR election on November 4, 2025; and

WHEREAS, given that the Telluride Ski Area is not open to the public for lift-served skiing between June 24 and November 4, the potential lost revenue from delaying implementation of the tax, if approved, is expected to be minimal; and

WHEREAS, in the interest of providing further opportunity to consult with stakeholders on the details of the proposed tax before the 2025-2026 ski season, the Town Council determines that postponing the election on the ski lift ticket tax to November 4, 2025, would be in the best interests of the Town and its citizens.

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

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

**Section 2. Ordinance 2025-04.** Ordinance 2025-04, adding Chapter 3.06 – Ski Lift Ticket Tax, remains in effect subject to voter approval; provided, however, the Town acknowledges that proposed Section 3.06.030(A), which states that the tax would take effect on August 1, 2025, shall not be effective to create any new tax until and unless voter approval is obtained as required by Colorado law. The Town Council shall consider further amendments to Ordinance 2025-04 in consultation with regional partners and stakeholders and reserves the right to amend the ordinance with the proposed code amendments and the ballot language set forth below in advance of the applicable deadlines for the November 4, 2025, election.

**Section 3. Ballot Language.** The following ballot title and issue, certified in substantially the form set forth below, but subject to further amendment by resolution or ordinance in advance of the November 4, 2025 election, is hereby referred to the registered electors of the Town and shall appear on the ballot of the Town at a special election hereby scheduled for November 4, 2025:

TOWN OF MOUNTAIN VILLAGE

5% EXCISE TAX ON SKI LIFT TICKETS EXEMPTING LOCAL SEASON PASSES AND LOCAL PRODUCTS DEFINED BY ORDINANCE

SHALL TOWN OF MOUNTAIN VILLAGE TAXES BE INCREASED \$2,500,000 IN 2026 (COLLECTION COMMENCING ON NOVEMBER 15, 2025) AND BY WHATEVER ADDITIONAL AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING A 5% EXCISE TAX ON THE PURCHASE PRICE PAID FOR EACH SKI LIFT TICKET FOR THE DEDICATED PURPOSES OF MAINTAINING AND IMPROVING THE GONDOLA BY FUNDING:

- THE ACQUISITION AND CONSTRUCTION OF GONDOLA CAPITAL IMPROVEMENTS; AND
- FOR PAYING GONDOLA OPERATIONS AND MAINTENANCE EXPENSES;

AND SHALL THE TOWN BE AUTHORIZED TO PLEDGE THE TAX REVENUES COLLECTED BY THE TOWN PURSUANT TO THIS QUESTION TO THE SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION (“SMART”) PURSUANT TO AN INTERGOVERNMENTAL AGREEMENT AS A MULTIPLE FISCAL YEAR FINANCIAL OBLIGATION OF THE TOWN TO BE USED BY SMART FOR THE PURPOSES AUTHORIZED BY THIS BALLOT QUESTION, INCLUDING THE PLEDGE BY SMART OF SUCH REVENUES TO ANY DEBT OR MULTIPLE FISCAL YEAR FINANCIAL OBLIGATIONS OF SMART TO FINANCE THE ACQUISITION AND CONSTRUCTION OF GONDOLA CAPITAL IMPROVEMENTS; AND SHALL ALL AMOUNTS RECEIVED BY THE TOWN OF MOUNTAIN VILLAGE FROM SUCH TAX AND THE EARNINGS



THEREON BE COLLECTED AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW?

YES \_\_\_\_\_

NO \_\_\_\_\_

**Section 4. No Other Impact on June 24, 2025 Election.** This Resolution shall have no impact on any other election question for members of the Town Council, Charter Amendments, or any other election matter previously scheduled for June 24, 2025, all of which other matters shall proceed as scheduled.

**Section 5. Election Official.** The Town Clerk is hereby appointed as the designated election official for purposes of performing acts required or permitted by law in connection with the election set for November 4, 2025.

**Section 6. Further Action.** If a majority of the votes cast approve the question above, the Town Council shall be authorized to proceed with such necessary actions to implement the provisions of the question consistent with this Resolution and Ordinance No. 2025-04, as now existing or duly-amended.

**Section 7. Prior Resolution Repealed.** This Resolution supersedes and replaces Resolution 2025-0509-07.

**Section 8. Severability.** If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, it being the Town Council's intention that the various provisions hereof are severable.

**Section 9. Effective Date.** This Resolution shall be in full force and effect upon its passage and adoption.

ADOPTED this 18<sup>th</sup> day of June, 2025.

**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



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

TO: Town of Mountain Village Town Council  
FROM: Manager's Department  
FOR: June 18, 2025  
RE: June Department Updates and 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.

**CLERK'S DEPARTMENT**

The Clerk's Department has been actively promoting voter registration through email campaigns, newspaper advertisements, and community outreach. Voter registration officially closed on May 23rd at 5:00 p.m.

We received a solid number of comments from registered voters regarding the ballot questions and, created a "Pros and Cons" mailer. This was sent to all active voters during the week of May 26th.

On June 3rd, six of our seven candidates took part in a well-attended Candidate Forum, hosted by Rube Felicelli. The event drew an enthusiastic crowd, with all participating candidates performing admirably during the Q&A session—complete with a few lighthearted moments. Ballots were mailed out to 958 active voters during the week of June 2nd, and we've already begun receiving completed ballots.

Additionally, KOTO will be featuring the candidates on June 10th and again on June 17th, offering voters another opportunity to get to know them.

Please help spread the word: encourage voters to return their ballots by mail or plan to vote in person on **June 24th**, between **7:00 a.m. and 7:00 p.m.**

**CHILDCARE**

We're excited to share that the Munchkins team is now fully staffed—a big milestone that sets us up for a strong and steady summer. Thank you for your continued support along the way!

Last week, our program was impacted by a rough round of norovirus, which led to a temporary closure at the end of the week. This allowed us to deep-clean the space and take every precaution to reduce the spread and keep everyone safe. We appreciate everyone's understanding and flexibility as we navigated that challenge.

On a brighter note, our preschoolers had a blast studying beavers and bugs—from learning how beavers build their dams to exploring all kinds of creepy-crawly critters, curiosity was in full swing.

Tomorrow, we'll be volunteering at the Farmers Market, helping distribute fresh vegetables. It's a great way for our kids and staff to stay connected with the community and support healthy food access.

We're also actively preparing for our upcoming playground and expansion construction. Lots of work is happening behind the scenes, and we're excited for the growth ahead!







## **IT**

On May 14th, IT conducted a ransomware tabletop exercise, which was overall successful. Several areas for improvement were identified and are currently being addressed. While the disaster recovery plan proved effective, it requires updates, particularly concerning insurance, legal counsel, and decision-making processes for incident response. In addition, new cybersecurity technologies were identified, and proposals are now under review as part of the Statement of Work (SOW). The Technology Committee will evaluate these potential enhancements.

IT also implemented a Starlink system at Town Hall. A new white AP radio has been installed in the back of the council chambers, connected to Starlink. Plans are also underway to install an outdoor access point facing the Market parking lot, providing public Wi-Fi access during extended outages.

## **COMMUNITY DEVELOPMENT**

### **Planning**

Work with the Four Seasons team continues towards issuance of building permit. Slope stabilization work has completed. Staff review of miscellaneous documents necessary prior to recordation such as final subdivision plat, revised development agreement, final construction mitigation plans, etc are underway. We are in contact with the four seasons team almost daily and working diligently on preparing, reviewing and consolidating all documents necessary for

real estate transaction and permit issuance. Tentative break ground date is July 29 per the Four Seasons team.

Transition to new OpenGov permitting software began Monday, see below update in building department.

Design review continues per usual.

### Building

- Revaluations are up, and we expect a minimum of \$500,000.00 in additional valuations this year
- OpenGov permitting software has gone live. We had a hitch with our online payment processor which was fixed within first week. Some learning pains as staff re-learns work flows and community members/contractors learn how to use, but overall a successful launch and will ultimately save staff time and enhance communication/transparency.
- Inspections are way up and we are still down one inspector

### GIS

#### ArcGIS Enterprise

As of February 2025, we've transitioned to Esri's Small Government ArcGIS Enterprise Agreement, moving toward a cloud-based GIS system. This shift provides enhanced collaboration, more robust data sharing, and greater scalability for municipal GIS operations. The agreement ensures access to the full ArcGIS suite, enabling continued modernization of our mapping and asset management capabilities.

#### 3D Mesh & Aerial Imagery from the County

As part of our GIS modernization efforts, we obtained a high-resolution 3D mesh layer from EagleView, delivered in Esri's Scene Layer Package (SLPK) format. This layer was generated using advanced aerial photogrammetry, where overlapping oblique and nadir imagery is captured by low-flying aircraft and processed into a realistic, georeferenced 3D model of the town. The resulting mesh provides:

- Accurate 3D representations of rooftops, terrain, vegetation, and infrastructure
- Real-world textures mapped onto the surfaces for visual context
- Data aligned to our local coordinate system, compatible with ArcGIS Pro and our existing mapping workflows

We're currently integrating this into ArcGIS Pro and can publish it as an interactive 3D web scene for public or internal use.

#### GNSS Receivers

The Town has acquired Trimble DA2 GNSS receivers with the Catalyst system, replacing our older R1 units. These receivers provide higher accuracy in the field and are more cost-effective over time.

#### Re-addressing

The first four readdressing groups are now complete (about 200 addresses), improving consistency, public safety, and emergency response. Groups 5-7 are planned to be completed through 2025. The next round of re-addressing will start post election with notices going out the 2<sup>nd</sup> week in July.

LT continues to assist other departments with multiple projects on an as-needed basis.

### Forestry

- Good turn out and community engagement at the Fire and Ice event, forestry booth on June 8.
- All seasonal staff hired and trained or completing training
- Completed seasonal clean up and further mitigation work on the demonstration forest
- Community shaded fuel break project - helicopter operations have begun as of June 9.
- Southwest Conservation Corps crews arriving June 24, They will be assisting with ground work to assist the forestry crew for six weeks this summer (June 24-July 1, July 8-15, July 22-29) and then another six weeks this fall (dates TBD)

## **PUBLIC WORKS**

### Road & Bridge

Road & Bridge has been busy this month with the paving projects around Mountain Village. Weather delays have extended the project timeline beyond what was expected; however we do feel like the product has met our standards. The team has also been working with a subcontractor to help inspect sewer manholes and perform repairs as needed to our collection system. This effort has been focusing on areas of our collection system that lie within ski runs around the Village. Line locates and new service line inspections continue to roll in with construction season in full swing.

### Water

The Pumpstation Upgrade project is underway. The project was awarded to Mountain Peak Controls and a new pump and motor are currently on hand and installation prep work has begun to create redundant max pumping capability. Construction season is well underway, and the crew has been kept busy with locates and inspections around Town.

### Plaza Services

Plaza Services has been charging irrigation lines and performing fixes around the system as needed. The first round of flowers arrived on the 4<sup>th</sup> and will continue to arrive throughout the month. Plantings will first focus around the Core then the Entrance, followed by the rest of our managed sites. The first concert of the season along with the beginning of the Wednesday market will bring some more life to our plazas and the crew will again focus on routine maintenance and trash services.

### Facility Maintenance

The Facility team has wrapped up many off-season projects and will now be shifting into a mode of repair and replace as use picks up at Town facilities.

### Vehicle Maintenance

Maintenance is currently focused on keeping up with services and assisting with the installation of new infrastructure at the San Miguel Pump House. The team is also helping with some fabrication work for hand rails at the pedestrian stairways near the Inn at Lost Creek.

## **MANAGER'S OFFICE**

### Illium Wastewater

We are generally on target to have the Alexander MOU approved by the County by next week, tentatively. The County will consider the Sewer Authority MOU on June 11<sup>th</sup>. Telluride had a worksession regarding the Sewer Authority MOU and scheduled consideration on June 12<sup>th</sup>. In summary, Mountain Village will be able to move forward with the land use application for the sewer parcel with these various MOU's approved by the relevant entities.

#### Ilium Housing Parcel

Staff met with the county on June 12<sup>th</sup> to discuss the Ilium intersection and possible timing of improvements. Bulson & Tucker met with a few possible funders with the goal of closing the gap funding with private contributions rather than state or federal funding options. The Ilium Park Owners Association (IPOA) is considering the package plant MOU at their next meeting – TBD.

#### Housing

The Housing Department's website update is complete and all applications are now digital, with a new payment platform (Xpress Bill Pay) being added in the month of June. This has been completed ahead of our July 1 implementation deadline and will assist for new move-ins throughout Mountain Village.

Maintenance work at VCA continues, with the first phase of repaving and striping having been completed during the last week of May. Staff continues to work on identifying additional parking opportunities on the property.

Staff held an on-site meeting with Department of Local Affairs representatives on May 21<sup>st</sup>, and DOLA staff looked at new units in Buildings 15 and 16. We collectively discussed opportunities to amend AMI limits for certain units, and hope to continue these discussions with DOLA staff in the near future.

We are nearing completion of the Regional Housing Needs Assessment in conjunction with San Miguel County, the Town of Telluride, and SMRHA. We anticipate a need for a separate Intergovernmental meeting sometime in June or early July to receive feedback on the draft document and its findings.

### **GRANTS & SUSTAINABILITY**

#### Sustainability

(this is also in Chambers' update) Sustainability staff connected Mountain Munchkins with Dr. Rory Cowie of Alpine Water Resources to host a preschool Bug Day. On May 22, fourteen preschoolers and two Munchkins' staff met Dr. Cowie and Lauren Kirn at the Meadows wetlands. Supplied with nets, ice cube trays, and buckets, kids and adults alike enjoyed finding and identifying bugs in the wetlands and learning about beavers.

Beavers and Branches was held in the Meadows wetlands on Sunday, June 8. The event garnered around 50 attendees to learn about the history of the beavers in the Telluride Region, development's impact on the wetlands, the current state of beavers, and the projects involving beaver coexistence including, but not limited to, a beaver management plan, leveling devices, and education. Attendees were invited to stay for a tree wrapping demonstration and hands-on tree wrapping experience.

The Sustainability and Economic Development Departments are working with businesses one-on-one to provide composting information, infrastructure, trainings, and pilot program support.



The Town has distributed 20 compost bins, 18 dollies, and over 30 boxes certified compostable liners to five businesses that are newly composting. Staff continue to meet with businesses to assist with composting needs and questions. All materials, training, and educational resources are provided through a grant.

Town staff attended Recycle Colorado's Summit for Recycling in Grand Junction to learn about circularity, waste diversion, and funding opportunities. Staff will attend CC4CA's Annual Board Meeting the week of 6/9 in Vail, Colorado.

The Farm to Community Program begins on June 11. The program this year has increased its capacity, able to now serve 95 households; up from 85 households in previous years.

### Grants

The Town applied for a grant to fund the operations of the 106West Logistics last-mile delivery pilot program. Town staff are expecting a grant decision to be relayed the week of 6/9.

Staff are currently tracking federal, state, and private funding opportunities. Due to the State of Colorado's \$1 billion deficit and uncertainty with the federal government's funding allocations, grants have become significantly more competitive.

## **TRANSPORTATION/PARKS & RECREATION**

### Parking

The Parking Department has fully transitioned into summer operations, with the Bluegrass Festival taking over operations June 17<sup>th</sup> through the 23<sup>rd</sup>. Paving of the Meadows Lot is on schedule for completion by June 13, including stall striping and shouldering. Stall striping is nearly complete in all other parking areas. Phase 3 structural steel painting in the Gondola Parking Garage (GPG) is scheduled to begin after the July 4th holiday, focusing on Level 5.

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### Gondola and Bus

Gondola operations resumed summer service on May 22, following a successful orientation and training period. This included onboarding 16 new seasonal employees and conducting refresher sessions for 23 full-time year-round staff. The maintenance team utilized the spring shutdown effectively, completing all scheduled tasks and earning a near-flawless CPTSB annual licensing inspection.

The slope stabilization project above Station 4, led by The Weitz Company, is now complete. Gondola staff continue to coordinate closely with adjacent large-scale construction projects and remain actively involved in gondola long-term planning efforts.

Meadows Bus Service also launched for the summer season, operating on the same schedule as the gondola. The express service pilot continues during peak commuting hours in the morning and evening.

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## Parks and Recreation

Trail improvement work is underway on both the Boulevard Trail East and VCA Trail. Corridor clearing on the future Meadows Express Trail is taking place under direction of the Forestry Department. Staff continue developing new wayfinding content and signage designs. The disc golf course opened prior to Memorial Day, with tee box improvements completed on several lower holes. Reflection Plaza has been reconfigured to its summer layout, and the platform tennis courts have been prepped for the season. Beautification efforts across parks, plazas, and trails are ongoing. The Village Pond has been restocked with trout, and damaged split rail fencing was replaced at the firehouse and the Centrum delivery zone. All summer trails have been cleared of winter deadfall.

Looking ahead, the Parks and Recreation team will focus primarily on trail improvement and construction support as the core of its summer workload.

## POLICE DEPARTMENT

The month of May saw an increase in calls for service, with a total of 421 calls, which is more than 100 calls above the previous month's count. We had nine traffic contacts, including one that resulted in an arrest for a Failure to Appear (FTA) warrant. This driver was also charged with driving on a revoked license, having no vehicle insurance, and having an expired registration. Another traffic/investigation involved a hit-and-run accident that occurred at the Village Court Apartments; the identity of the hit vehicle is currently unknown, but officers continue to work on developing leads.

Officers responded to a "road rage" incident that started as two vehicles were leaving the Telluride area. When they got to Mountain Village, the car in front stopped in the middle of the road, blocking the vehicle behind it. Three males got out of the front car while yelling and aggressively approaching the rear vehicle. One of the males (a passenger) punched the driver of the rear vehicle in the face while he was still sitting in his car. This offender was arrested and charged with Third Degree Assault.

We also assisted the Ouray Police Department with an investigation into a domestic disturbance call from their jurisdiction. Officers were able to contact one of the individuals involved.

Officers continued to follow up on theft and fraud calls, issuing several complex search warrants to obtain records from cell phones, bank accounts, and other investigative leads.

We were able to continue our training, including Sgt Moir attending a Blue to Gold Case Law Training on *Barnes v. Felix*. This is a recent Supreme Court decision that requires courts to consider the "totality of the circumstances" and not just the "moment of the threat" in use-of-force claims under the Fourth Amendment. The ruling emphasizes a broader, more contextual approach to analyzing police use of force. It will also have an impact on police training and potential liability for officers. In conjunction with this, all officers completed training on the use of force, presented by Officer Horn, as well as a brief on the above-mentioned case from Sergeant Moir.

Mark Martin attended a 3-day Crime Scene Tech Training, presented by the Colorado Bureau of Investigation (CBI) in Grand Junction.

All staff were briefed on the information Officer Menter received from attending the human trafficking conference earlier this year.

Officer Menter completed an ICS-700 Incident Management Training, and all staff were assigned to review body-worn camera videos of incidents that demonstrated officers using effective tactics and de-escalation techniques.

## **HUMAN RESOURCES**

We successfully participated in CIRSA (property casualty) and CDOT audits.

We held a successful employee and family picnic at La Piazza for all employees! Our celebrated service anniversaries this year are as follows:

<i>5 years:</i>	<i>10 years:</i>	<i>20 years:</i>	<i>25 years:</i>	<i>30 years:</i>
<i>Jon (Mick) Hirschfeld</i>	<i>Jenny Bates</i>	<i>Hector Delgado</i>	<i>Chris Broady</i>	<i>Kathy Smith</i>
<i>Amy Ward</i>	<i>John McPhail</i>		<i>Nolan Merrill</i>	
<i>Mo Nieto-Perez</i>				
<i>Jaime Holmes</i>				

We also announced our Employee of the Year: Jamie Echavarria! HR sends a nomination form to all staff to recommend an employee of the year with a small committee selecting the employee. The employee of the year must meet the following criteria: Professionalism, Customer Focus, Quality, Teamwork, and Innovation. We had several amazing employees nominated this year, but Jamie really stood out to the committee. Jamie's nominator stated: "The quality of care Jamie provides to her students and their families is next level. There's never any worry about her classroom, she always has the student's safety as a top priority. Jamie is also so creative and goes to great lengths to do special activities with the students on a daily basis- often creating wonderful projects with them for their families to have as keepsakes. She doesn't do the bare minimum ever, she always takes pride in her work." Truly the unsung heroes of Town staff are our Munchkin Teachers. We are so happy to have presented this award to a very deserving teacher!

On deck: our financial education training continues in July with two local financial advisors presenting investment basics to all staff.

## **COMMUNICATIONS & ECONOMIC DEVELOPMENT**

### **Economic Development**

The Business Development Advisory Group (BDAG) met on Tuesday, May 27 with the primary topic being the discussion of the proposed pilot-program for managed logistics and delivery services by 106West Logistics (106W). There was significant participation and discussion about the proposed program. Town staff, along with 106W, has been meeting one-one-one with businesses interested in further discussing the details of the program and providing feedback. There is currently not a contract signed between the Town and 106W, and to continue to gather all input, we anticipate an open discussion with Town Council seeking direction on the pilot-program no sooner than the July regular Town Council Meeting.

The new wayfinding Kisok is now operational and provides business listing information, the ability to keyword search, walking directions through the plazas, events calendar and an

itinerary builder. It is also WCAG compliant and available in multiple languages. We plan to gather feedback during the summer season and will evaluate if we want to expand this type of wayfinding to additional locations in the Village Center.

Molly organized and hosted several trainings for the business community including a ServSafe food handling safety course that hosted 22 attendees, and our annual pre-summer lunch and learn which saw over 30 participants.

The Market on the Plaza kicked off on June 11, and features 42 market booths and 52 vendors (including alternates). This community favorite event is successful each year due to the remarkable efforts of both Molly Norton and the Plaza Services team who provide seamless facilitation of an event with many moving parts.

Staff, along with our partner Battle Born + Co have had several meetings in the past few weeks with potential restaurant operators for the RESET space. Interest remains strong and we anticipate hosting in-person site walks in the coming weeks.

### Communications

The communications department has had a busy and productive month. In addition to promoting and supporting several well-attended Town events (Candidate Forum, Beavers and Branches, and Gondola Station Planning Open Houses), Kathrine organized the third annual Fire and Ice on Sunday June 8. The event saw three more participating agencies than previous years and handed out 120 pieces of ice cream. Thirty people participated in the raffle, and partnering agencies report having great, engaging conversations with the public during the event. Thank you to our Plaza Services crew for assisting with that event once again. And thank you to the San Miguel Office of Emergency Management, Telluride Fire Protection District, Mountain Village Police Department, EcoAction Partners, Sheep Mountain Alliance, the Town Forestry Department for participating and thank you to TMVOA for sponsoring the raffle prizes.

With the help of Slate Communications, The Town has rolled out new graphics for communications and social media channels to update our templates and graphic design guidelines. Next up we are working on revamping our email newsletters to make them more accessible and freshen them up.

As social media algorithms continue to morph and change how users see our social media content, if you see a post from Mountain Village on Facebook or Instagram, please consider liking it or sharing it as that helps push our content to your followers which drives more engagement and impressions.

Save the date for Thursday, July 24 for an event at the Telluride Conference Center celebrating the 30 years of the Town of Mountain Village. The event will feature live music, appetizers and more fun to celebrate 30 years of Mountain Village and beyond.

While the Town website is ready for the June 30, 2025, accessibility deadline, work remains on the back end to clean up the 3,000 plus documents and transition them to an archive site, and that work will continue through the summer.

Lastly, in collaboration with the Parks and Rec and Community Development departments, we will be hosting a Meadows community forum on Monday, June 23 to gather feedback on trails, infrastructure improvements (parking lot, bus stop, traffic circulation), zoning, and

vending/commercial activity. Food will be provided, and a survey will also be distributed to Meadows residents to gather feedback on these topics.

#### Telluride Conference Center

Notable June events in the conference center include the Bluegrass Eve concert featuring Western Medicine and Yonder Mountain String Band, and The Telluride Yoga Festival. Additionally, staff is working with Telluride Film Festival and TMVOA on a potential partnership that would bring additional film screening to the TCC for the remainder of the summer.

Carpet replacement project is underway and is making a remarkable difference in the overall feel of the faculty. Work will continue between events and is expected to be complete by the end of June.

Pre-project planning and engineering is complete for the replacement of the HVAC system, and the two-week project will begin on July 14.

Painting color selections are complete, and staff is finalizing the collection of bids for the work itself. Work will be slotted into open windows throughout the fall.



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](mailto:jvergari@mtnvillage.org) or call 970-728-8000.



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

Activity - Village Court Apartments	2025 MONTH	Monthly Change	2025 YTD	2024 MONTH	Monthly Change	2024 YTD	YTD or MTD Variance	YTD or MTD Variance %
Occupancy Rate %	95.69%	0.79%	94.90%	91.25%	-7.39%	96.34%	-1.44%	-1.5%
# Vacated Units	0	(5)	12	4	(2)	16	(4)	-25.0%
# Work Orders Completed	265	238	395	33	(208)	341	54	15.8%
# on Waiting List	162	(6)		156	0		6	3.8%
Activity - Public Works	2025 MONTH	Monthly Change	2025 YTD	2024 MONTH	Monthly Change	2024 YTD	YTD or MTD Variance	YTD or MTD Variance %
Service Calls	950	243	3,047	868	21	3,396	(349)	-10.3%
Truck Rolls	205	39	599	405	206	851	(252)	-29.6%
Snow Fall - Inches	0	(35)	150	0	0	164	(14)	-8.5%
Snowmaking Water Billed Consump - Gallons	0	0	30,518,000	0	0	28,286,000	2,232,000	7.9%
Other Water Billed Consump - Gallons	3,685,000	(1,076,000)	32,175,000	5,128,000	(1,391,000)	40,646,000	(8,471,000)	-20.8%
Sewage Treatment - Gallons	8,718,000	(2,698,000)	50,762,000	6,422,000	(900,000)	42,608,000	8,154,000	19.1%
Activity - Child Development Fund	2025 MONTH	Monthly Change	2025 YTD	2024 MONTH	Monthly Change	2024 YTD	YTD or MTD Variance	YTD or MTD Variance %
# Infants Actual Occupancy	12.34	0.88		6.44	0.21		5.90	91.6%
# Toddlers Actual Occupancy	7.90	(0.03)		8.93	(1.04)		(1.03)	-11.6%
# Preschoolers Actual Occupancy	13.61	(0.67)		14.96	0.62		(1.35)	-9.0%
Activity - Transportation and Parking	2025 MONTH	Monthly Change	2025 YTD	2024 MONTH	Monthly Change	2024 YTD	YTD or MTD Variance	YTD or MTD Variance %
GPG Parking Utilization (% of total # of spaces occupied)	21.4%	-0.70%	49.5%	20.00%	-4.40%	53.6%	-4.1%	-7.6%
HPG Parking Utilization (% of total # of spaces occupied)	13.3%	-8.00%	45.1%	15.20%	-3.70%	38.8%	6.3%	16.2%
Parking Utilization (% of total # of spaces occupied)	21.4%	-1.00%	43.8%	23.80%	-1.30%	47.7%	-3.9%	-8.2%
Bus Routes - # of passengers	2,705	2,540	2,870	2,128	2,128	2,128	742	34.9%
Paid Parking Revenues	\$15,755	(\$9,054)	\$388,294	\$33,874	\$10,074	\$427,144	(\$38,850)	-9.1%
Activity - Human Resources	2025 MONTH	Monthly Change	2025 YTD	2024 MONTH	Monthly Change	2024 YTD	YTD or MTD Variance	YTD or MTD Variance %
FT Year Round Head Count	104	0		101	6		3	3.0%
Seasonal Head Count (FT & PT)	6	6		6	6		0	0.0%
Gondola FT YR, Seasonal, PT YR Head Count	56	17		49	19		7	14.3%
Total Employees	166	23		156	31		10	6.4%
Gondola Overtime Paid - Hours	164	15	713	431	306	1,538	(825)	-53.6%
Other Employee Overtime Paid - Hours	81	11	537	279	169	842	(305)	-36.2%
Total # New Hires	24	20	35	26	22	39	(4)	-10.3%
# Terminations	1	(20)	31	1	(22)	36	(5)	-13.9%

Seasonal EE's: 3 Forestry crew, 1 Parks & Rec, 1 Vehicle Mtn Intern, 1 Temp CCA      New Hires: 1 Childcare Assistant, 1 Senior Planner, 1 Plaza Mtn Specialist, 3 Seasonal Forestry Crew, 1 Seasonal Parks & Rec Tech, 17 Seasonal Gondola Ops      Terms: 1 Seasonal Gondola Ops      Reason for Terms: 1 resigned

Activity - Communications & Business Development	2025 MONTH	Monthly Change	2025 YTD	2024 MONTH	Monthly Change	2024 YTD	YTD or MTD Variance	YTD or MTD Variance %
Town Hosted Meetings	7	2	31	6	1	31	0	0.0%
Email Correspondence Sent	26	13	83	14	(4)	79	4	5.1%
E-mail List - #	9,125	762		8,465	26		660	7.8%
Ready-Op Subscribers	2,268	14		2,196	(3)		72	3.3%
News Articles	25	(3)	127	34	16	103	24	23.3%
Press Releases Sent	8	5	17	4	0	12	5	41.7%
Activity - Gondola and RETA	2025 MONTH	Monthly Change	2025 YTD	2024 MONTH	Monthly Change	2024 YTD	YTD or MTD Variance	YTD or MTD Variance %
Gondola # of Passengers	79,525	35,399	1,162,522	64,722	10,834	1,179,419	(16,897)	-1.4%
Chondola # of Passengers	0	(5,241)	112,836	0	(5,966)	112,933	(97)	-0.1%
RETA fees collected by TMVOA	\$ 715,770	\$ (196,014)	\$ 3,593,282	\$ 2,367,735	\$ 1,533,960	\$ 6,047,355	(\$2,454,073)	-40.6%
Activity - Police	2025 MONTH	Monthly Change	2025 YTD	2024 MONTH	Monthly Change	2024 YTD	YTD or MTD Variance	YTD or MTD Variance %
Calls for Service	421	108	2,321	444	138	2,406	(85)	-3.5%
Investigations	4	(3)	73	6	(7)	90	(17)	-18.9%
Alarms	15	4	85	17	(2)	71	14	19.7%
Arrests	2	1	13	0	(1)	11	2	18.2%
Summons	0	(1)	10	0	(4)	11	(1)	-9.1%
Traffic Contacts	9	5	44	4	(1)	46	(2)	-4.3%
Traffic Tickets Written	0	(1)	5	0	0	7	(2)	-28.6%
Parking Tickets Written	240	48	1,916	347	187	2,294	(378)	-16.5%
Administrative Dismissals	18	(4)	164	42	29	285	(121)	-42.5%



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

Activity - Building/Planning	2025 MONTH	Monthly Change	2025 YTD	2024 MONTH	Monthly Change	2024 YTD	YTD or MTD Variance	YTD or MTD Variance %
Community Development Revenues	\$233,402	\$47,336	\$1,366,238	\$396,440	\$303,948	\$1,374,740	(\$8,502)	-0.6%
# Permits Issued	35	12	105	30	11	92	13	14.1%
Valuation of Mtn Village Remodel/New/Additions Permits	\$7,410,169	\$2,221,810	\$25,565,153	\$21,939,888	\$19,276,715	\$81,929,141	(\$56,363,988)	-68.8%
Valuation Mtn Village Electric/Plumbing/Other Permits	\$151,384	\$7,668	\$494,402	\$541,900	\$438,900	\$870,846	(\$376,444)	-43.2%
# Inspections Completed	406	96	1,628	239	86	947	681	71.9%
# Design Review/Zoning Agenda Items	3	(5)	41	13	4	64	(23)	-35.9%
# Staff Review Approvals	52	(12)	235	74	9	247	(12)	-4.9%
Activity - Vehicle Maintenance	2025 MONTH	Monthly Change	2025 YTD	2024 MONTH	Monthly Change	2024 YTD	YTD or MTD Variance	YTD or MTD Variance %
# Preventive Maintenance Performed	27	(7)	112	14	1	65	47	72.3%
# Repairs Completed	22	3	143	22	(10)	109	34	31.2%
Special Projects	3	0	12	4	3	11	1	9.1%
# Roadside Assists	0	0	0	0	0	0	0	NA
Activity - Finance	2025 MONTH	Monthly Change	2025 YTD	2024 MONTH	Monthly Change	2024 YTD	YTD or MTD Variance	YTD or MTD Variance %
# Other Business Licenses Issued	21	(34)	1,254	18	(38)	1,253	1	0.1%
# Privately Licensed Rentals	2	1	97	0	0	93	4	4.3%
# Property Management Licensed Rentals	0	(1)	528	6	3	541	(13)	-2.4%
% of Paperless Billing Customers	52.71%	-8.54%		59.71%	0.43%		-7.0%	-11.7%
# of TMV AR Bills Processed	1,330	187	5,829	1,102	(3)	5,498	331	6.0%
Activity - Telluride Conference Center	2025 MONTH	Monthly Change	2025 YTD	2024 MONTH	Monthly Change	2024 YTD	YTD or MTD Variance	YTD or MTD Variance %
Number of Leads	15	2	58	na	NA	na	NA	NA
Leads Turned Down/Lost	4	0	18	na	NA	na	NA	NA
Contracts Requested	2	0	11	na	NA	na	NA	NA
Contracts Executed	2	-5	12	na	NA	na	NA	NA
Actual Revenues (Gross)	\$36,694	\$15,952	\$373,811	na	NA	na	NA	NA
Contracted Base Revenues	\$25,612	\$7,092	\$274,474	na	NA	na	NA	NA
Revenues Above Contracted	\$11,082	\$8,860	\$99,337	na	NA	na	NA	NA
Revenues Above Contracted - %	43.3%	31.3%	36.2%	na	NA	na	NA	NA

TCC Contracted Activity	2025	2026	2027
Number of Contracted Events	21	8	1
Contracted Base Revenue	\$ 396,263	\$ 270,924	\$ 49,245
Budgeted Revenue	\$ 500,000		
% of Budget Revenue Contracted	79%		
Number of Tentative Events *	4	6	3
Tentative Base Revenue	\$ 29,890	\$ 108,638	\$ 173,010

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

Accounts Receivable						Other Stats	
	TMV Operating Receivables (includes Gondola funding and childcare)		Utilities - Water/Sewer		VCA - Village Court Apartments		
Current	\$1,044,694	92.0%	334,224	82.9%	\$15,482	79.9%	
30+ Days	6,100	0.5%	59,984	14.9%	2,843	14.7%	
60+ Days	5,481	0.5%	3,913	1.0%	267	1.4%	
90+ Days	3,455	0.3%	1,655	0.4%	796	4.1%	
over 120 days	75,241	6.6%	3,194	0.8%	-	0.0%	
Total	\$ 1,134,971	100.0%	\$ 402,970	100.0%	\$ 19,388	100.0%	
	Construction Parking		Total All AR		Change Since Last Month - Increase (Decrease) in AR		
Current	\$1,346	51.9%	\$ 1,395,746	89.5%	\$ (31,722)	-127.5%	
30+ Days	788	30.4%	69,715	4.5%	51,496	206.9%	
60+ Days	458	17.7%	10,119	0.6%	715	2.9%	
90+ Days	-	0.0%	5,906	0.4%	682	2.7%	
over 120 days	-	0.0%	78,435	5.0%	3,716	14.9%	
Total	\$2,592	100.0%	\$ 1,559,921	100.0%	\$ 24,887	100.0%	

Population (estimated) 1,434

(Active) Registered Voters 959

Assessed Property Valuation 438,821,785





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

TO: Town Council  
FROM: J.D. Wise, Economic Development Director  
Molly Norton, Business Development Manager  
DATE: June 11, 2024  
RE: Work Session Discussion Regarding Village Center Subarea Commercial Space Project

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#### **Summary**

The 2024 Business Development Advisory Group (BDAG) workplan included budgeted funds to complete a Village Center Commercial Space Analysis for the purpose of evaluating the current market conditions in the Village Center and providing recommendations to diversify tenant mix, reduce vacant space, and evaluate incentive programs or other means to support a strong and healthy TMV economy.

Greensfelder Real Estate Strategy, partnering with Economic Planning Services (EPS), was selected through an RFP process to provide said services. David Greensfelder will be presenting findings and soliciting feedback from Council and the public. A final report is anticipated to be published in July, 2025.

#### **Attachments:**

- Exhibit A: Project Scope

#### **Background:**

In 2024, at the direction of the Business Development Advisory Group, staff issued an RFP for a Village Center Commercial Space Analysis. The Town received four proposals and awarded a contract to Greensfelder Real Estate Strategy in November, 2024. The project scope is attached.

#### **Discussion:**

Today's work session discussion will include a presentation and report out from Greensfelder on findings and recommendations from this project. This presentation is meant to be an open discussion with Council to gather any additional thoughts and comments on this draft report. Comments and discussion from this meeting will be incorporated into a final report which is expected to be published in July.



- STRATEGY AND PLANNING
- MARKET AND LOCATION INTELLIGENCE
- DEVELOPMENT MANAGEMENT

SENDER'S CONTACT INFORMATION:  
DAVID S. GREENSFELDER  
MANAGING PRINCIPAL  
DIRECT DIAL: 510.708.8927  
EMAIL: DAVID@GREENSFELDER.NET

October 21, 2024

**Via e-mail [mnorton@mtnvillage.org](mailto:mnorton@mtnvillage.org)**

Molly Norton, Community Engagement Coordinator  
Town of Mountain Village  
Telluride Mountain Village Owners Association  
455 Mountain Village Blvd., Suite A  
Telluride, CO 81435

RE: **Updated Scope-of-Work**  
**Village Center Subarea Commercial Space Analysis**

Dear Ms. Norton,

Thank you for your time discussing scope. Andrew and I have chatted, and are proposing the following revised scope-of-work for the project. We think that this scope will be more targeted to the questions that you are trying to get answered. In the scope language, I have tried to address the benefits of our work to the Town. I am happy to answer any questions, or to provide more background that might be needed for Council.

Please let me know if you have any questions, or if you agree that this is how we should proceed.

Very truly yours,  
GREENSFELDER COMMERCIAL REAL ESTATE LLC

David S. Greensfelder  
Managing Principal



## **SCOPE OF WORK**

### **PART I: EXISTING CONDITIONS AND RECOMMENDED ACTIONS**

#### **Task 1: Contract with the Consultant**

Finalize contract (including scope, fee, and schedule) with selected consultant.

Deliverables:

- Discuss, tune, and finalize scope, fee, and schedule.
- Executed contract.
- Certificates of insurance.
- Identify stakeholder interviews, and those that are hoped to be accomplished on-site as part of Task 2.

#### **Task 2: On-site Kick-off, Background and Review, and Fieldwork**

We will schedule an in-person kick-off meeting with staff including arrangements for fieldwork and stakeholder work. Prior to this site visit, the consultant team will review and become familiar with key documents, past studies and efforts identified by staff, and the property/businesses in the region that are the baseline of the analysis.

We will conduct fieldwork including an inventory of Mountain Village retail, the businesses that are a part of the current tenant mix, building stock, , and relevant infrastructure (e.g., walkable environment amenities and sidewalk design, bike lanes, micro-mobility, regional transit, and parking). As part of our fieldwork, we will survey surrounding retail areas, specifically Telluride. This fieldwork will also be the basis for understanding and explaining Mountain Village's competitive position vis-a-vis competing retail clusters in the region. This work will also be foundational to formulating potential conditions recommendations.

We will conduct up to 8 total stakeholder discussions, in person while we are on-site if possible, with a focus on interviewing local brokers and retail property owners/operators to document rents, NNN, and occupancy trends, and with those knowledgeable about the Town of Mountain Village (TOMV), the Town of Telluride (TOT), and the Telluride Mountain Village Owner's Association (TMVOA). We will attempt to collect data for both the Town of Telluride and the Town of Mountain Village to fill out the larger contextual basis.



Time to Complete: Fieldwork within 2 weeks of on-site visit at a time mutually agreed upon between Client and Consultant (taking holidays into account). Deliverables to follow thereafter.

Deliverables:

- Kick-off meeting with staff to review vision, scope, project schedule, key milestone dates, and organize stakeholder engagement; consultant to prepare agenda.
- Conduct in-person stakeholder interviews that are possible to schedule while we are visiting.
- Discuss key points from the materials reviewed by the consultant team.

### **Task 3: Market Research, Existing Conditions, and Stakeholder Interviews**

In this task, the consultant team will build upon the Comp Plan Update's initial market analysis. Specific supply and demand analysis work will include the following:

Quantify retail expenditure potential:

- Review existing Village Center Subarea and destination demographics and psychographics. With respect to psychographic profiles, these will help us frame the resident-customers patronizing the Village Center, and articulate their retail shopping patterns and behaviors.
- Analyze TOMV retail sales tax data that is provided by client (following a signed NDA by the Consultant team) against demographic and guest data to quantify revenue by sector (guest, local, part-time resident).<sup>1</sup>
- Evaluate guest occupancy trends over past decade as provided by client, and project total room base and occupancy rates to estimate aggregate guest spend.
- Focus on the economic increment driven by the approved Four Seasons, and estimate spend annually and seasonally.
- Document local and part-time resident expenditure potential and local capture rates.
- RRC Associates will provide an understanding of visitors to the Telluride/Mountain Village/Lawson Hill area through its custom mobile consulting service, *MOVEMENT*. The data behind *MOVEMENT* is based on continuously collected passive mobile data from personal cell phones and other "app" enabled devices in which location services are on

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<sup>1</sup> We will rely on data that can only be provided by the Client and the TMVOA to complete this task. We will also rely on cell phone data in order to complete this task.



(e.g., Words with Friends). The passive acquisition of this data enables retrospective analysis dating back to approximately 2019, encompassing a wide range of geographic regions throughout the United States. The combination of visitor *MOVEMENT* and home location information allows RRC to track visitation trends, attractions visited, length of stay, where visitors originate, cross-visitation of attractions, displacement issues, and more.

Evaluate retail supply conditions:

- Summarize retail supply within Village Center including commercial inventory mix and performance including analyzing existing restaurant occupancy and potential capacity, and identify opportunities for aggregation of commercial space within the Village Center.
- Compare Village Center commercial inventory mix with the TOMV's retail customer profile.
- Characterize TOMV as a retail destination.
- Identify who owns what retail space, and to the extent possible using publicly available information, create an inventory. NOTE: Client will provide this inventory of Mountain Village properties and businesses prior to Consultant's on-site visit.

Finally, as part of Task 3, we will schedule the remainder of the up to 8 total stakeholder discussions for remote interviews that were not accomplished as part of Task 2 when we were on-site.

Time to Complete: Approx. 6 weeks from Task 2 deliverable. Deliverable to follow.

Deliverables:

- A "working" study area map.
- Memo identifying current tenant mix, building stock, developable land, competing retail areas, and relevant infrastructure.
- Identification of competing retail areas.
- Summary of key take-aways from stakeholder interviews.
- Retailer expenditure potential and retail supply conditions summary.

#### **Task 4: Potential Conditions, Opportunities for Retail, and Retail Retention and Expansion Strategies**

This task will use our prior work as well as other studies that have been completed as the basis for articulating what the elements of success look like and to look forward to creating a Retail Recruitment strategy. The strategy will include the following elements:

- We will address the relationship between retail, residential population base, and guest occupancy levels. This analysis will focus on a variety of factors and attributes including walkability, accessibility, and the degree to which space is compelling to locals and guests
- We will address the following items specifically outlined in the RFP:
  - a. Define a recommended mix and use of commercial space and locations.
  - b. Define target tenant categories including examples of tenants in each category, and explain the benefit of those tenants to the Town, operator and/or landlord.
  - c. Provide guidance and commentary on the potential for a commercial space “vacancy tax” or other effective incentives or penalties for ground-level commercial spaces in primary pedestrian pathways that are left vacant for an extended period of time. As an optional task, we can include information on any relevant case studies or comparable communities that are exploring or implementing this approach.
  - d. Based on ownership patterns, develop a strategy to curate a combination of store types to generate a critical mass of compelling shops to draw visitors from Telluride.
- Future retail needs by NAICS category will be identified.
  - a. We will address which of these gaps might be the subject of the actionable retail attraction strategies noted above. We will describe how to connect prospective retailers (both in the identified NAICS categories as well as those inquiring) with owners, brokers, and developers.
  - b. We will also qualify the potential for specialty retailer niches such as luxury, local-Colorado, or hospitality-serving retailers in Mountain Village, the relationship between Village Center retail and the significant new retail node to be built at the Four Seasons Resort, and how the retail offering might become so skewed that it resembles an artificial, elite playground.
- Building on the data described above, we will focus on strategies and what should be done now to retain and expand Mountain Village’s retail offerings.
  - a. Evaluate which tools such as dashboards, pitch decks, collaterals, maps, demographics, and the like are likely to be the most effective tools to support





retail attraction.<sup>2</sup> We will also outline how to frame the story, and how to use various tools to tell the story to prospective retailers. Put differently, our goal will be to help you learn how to *speake retail* in a way that is intended get and keep a potential retailer's attention.

- b. Discuss potential roles for the TMVOA to reinvigorate Mountain Village retail including identifying incentives to specific ownership groups to accomplish the goal of a curated mix of shops. This task would include explaining how retailer store-level pro-formas and cash flow models work so that better informed decisions can be made about if and to whom to offer subsidies. We will also identify the TMVOA's role in tenant recruitment, how the TMVOA's role relates to the Town's, broker's, and individual owner's roles. Finally, we will provide a step-by-step process for how best to follow up on individual tenant leads.

Time to Complete: 6 weeks (excluding holiday periods) from completion of Task 3.

Deliverables: To be included in Task 5.

### **Task 5: Draft and Final Reports, and Presentation**

The consultant will craft a Retail Strategy Plan deliverable in the format described above that incorporates everything that is learned in Tasks 2-4. The draft deliverable for your review and questions you may have will be ready within approximately 4 weeks from completion of prior tasks. After you have identified all of your questions and comments and forwarded them to us as one combined set of non-conflicting comments, we will undertake one update of the draft report into a final deliverable.

A remote presentation of the report to an audience or group of your choosing is included in the cost. In person and/or additional remote presentations can be arranged for an additional fee.

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<sup>2</sup> This task includes the pitch deck or collateral strategy and contents but not their actual design and production (graphics, layout, and production) is included in the scope of work. This task also includes running through collaterals, a pitch deck and related scripts with your staff so they are comfortable presenting them themselves. We have relationships with design firms that can arrange for design, layout, and production at a reasonable cost, and we can oversee this work. The cost will vary depending upon the agreed upon scope.



Time to Complete: 4 weeks from completion of Task 4 for draft report. Final deliverable approximately 2-3 weeks from receipt of a single set of combined and non-conflicting comments and questions. Presentation timing to be arranged.

### **Task 6: Client Communication and Alignment**

Keeping you up to date with our progress and making sure that we stay aligned between our findings and the project's goals is of the utmost importance! We will schedule regular check-in calls as part of our work, and we will always be available between check-in calls for any questions, comments, or concerns you might have. All meetings other than kickoff and fieldwork are assumed to be virtual.

Time to Complete: Throughout the project.

**ORDINANCE NO. 2025-\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE,  
COLORADO AMENDING CHAPTER 17.5.13 SIGN REGULATIONS**

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; and

WHEREAS, Chapter 17.5.13 of the CDC provides regulations for signs within the Town (“Sign Regulations”); and

WHEREAS, on June 18, 2015, the United States Supreme Court issued its decision in the case of *Reed, et al. v. Town of Gilbert*, which imposed new standards under the First Amendment regarding municipal regulation of signs; and

WHEREAS, in light of the *Town of Gilbert* decision, Town Council finds and determines it is necessary to amend the Sign Regulations to ensure compliance with the First Amendment, and Town Council also desires to update and improve sign regulation and enforcement generally for the Town; and

WHEREAS, pursuant to Chapter 17.1.7(B) of the CDC, the Town’s Design Review Board held a duly noticed public meeting on May 1, 2025, to consider revisions to the Sign Regulations and make its recommendations to Town Council regarding same; and

WHEREAS, Town Council finds and determines that amendments are necessary and desirable and now desires to amend Chapter 17.5.13 of the Code as set forth below.

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

Section 1. Recitals. The foregoing recitals are incorporated by reference herein as findings and determinations of Town Council.

Section 2. Amendment. Town Council hereby amends Chapter 17.5.13 of the Code as set forth in Exhibit A, attached hereto and incorporated by reference herein.

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

Section 4. Safety Clause. Town Council hereby finds and determines that this Ordinance is promulgated under the general police power of the Town and that it is necessary for the health, safety, and welfare of the public. Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

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

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

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

**TOWN OF MOUNTAIN VILLAGE:**  
**ATTEST:**

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

By: \_\_\_\_\_  
Susan Johnston, Town Clerk

By: \_\_\_\_\_  
Martinique Prohaska, Mayor

**HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this \_\_\_\_ day of \_\_\_\_\_, 2025.**

**TOWN OF MOUNTAIN VILLAGE:**  
**ATTEST:**

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

By: \_\_\_\_\_  
Susan Johnston, Town Clerk

By: \_\_\_\_\_  
Martinique Prohaska, Mayor

Approved as to Form:

By: \_\_\_\_\_  
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 March 20, 2025, by the affirmative vote of a quorum of the Town Council as follows:

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

3. After the Council's approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on \_\_\_\_\_, 2025 in accordance with Section 5.2(d) of the Town of Mountain Village Home Rule Charter.
4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on April 24, 2025. At the public hearing, the Ordinance was considered, read by title, and approved with amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

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

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

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Town on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Susan Johnston, Town Clerk  
(SEAL)

## Exhibit A

### **Chapter 17.5.13 Sign Regulations**

A. *Purpose and Intent.* The purpose of the Sign Regulations is to preserve the Town as a desirable community in which to live, vacation, and conduct business, and to create a pleasing, visually attractive built environment. It is also the purpose of these regulations to promote the public health, safety, and welfare, and prevent visual blight and unattractiveness through a comprehensive system of reasonable, effective, consistent, content-neutral, and nondiscriminatory sign standards and requirements. The Sign Regulations are further intended to achieve the following:

1. Enhance the attractiveness and economic wellbeing of the Town as a place to live, vacation, and conduct business;
2. Address community desire to provide a high-quality tourist experience and retain the Town's premier status in an increasingly competitive resort market;
3. Enable the identification of places of residence and business;
4. Allow for the communication of information necessary for the conduct of commerce;
5. Encourage signs that are appropriate to the zone district in which they are located and are consistent with the category of use to which they pertain;
6. Permit signs that are compatible with their surroundings, aid orientation, and ensure placement in a manner that conceals or obstructs adjacent land uses or signs;
7. Preclude signs from conflicting with the principal use of the site or adjoining sites;
8. Curtail the size and number of signs ~~and sign messages~~ to the minimum reasonably necessary to identify a residential or business location and the nature of any such business;
9. Establish sign size in relationship to the scale of the lot's road frontage and building's road frontage along which the sign is to be placed;
10. Protect the public from the dangers of unsafe signs and require signs to be constructed, installed and maintained in a safe and satisfactory manner;
11. Lessen hazardous situations, confusion, and visual clutter caused by proliferation, improper placement, illumination, animation, and excessive height, area, and bulk of signs that compete for the attention of pedestrian and vehicular traffic; and
12. Regulate signs in a manner so as to not interfere with, obstruct vision of, or distract motorists, bicyclists, or pedestrians.

B. *Exempt Signs.* The following signs are exempt from these Sign Regulations:



1. *Holiday Decorations.* Holiday or seasonal decorations are excluded from these Sign Regulations unless the decorations are (1) two-dimensional and (2) display text or otherwise convey a message to passersby.

2. *Signs Placed by Any Governmental Entity.* Signs lawfully placed by the Town of Mountain Village, San Miguel County, the State of Colorado, or the Federal Government are exempt from this Chapter. This includes all traffic control signs placed in accordance with the MUTCD.

3. *Vehicle Signs.* Signs placed on or affixed to vehicles and trailers, such as lettering on motor vehicles or bumper stickers, where the sign is incidental to the primary use of the vehicle or trailer.

CB. *Prohibited Signs.* The following signs are expressly prohibited within in the Town:

1. *Billboards and Other Off-PremisePremises Signs.* ~~Except as specifically provided for by these sign regulations,~~ Signs advertising goods, products, or services that are not located or sold on the lot or premisepremises on which the sign is located ~~are prohibited.~~ This provision does not prohibitinclude excepting signs that project from a lot or premisepremises into a plaza area, directory signs, and other off-premisepremises signs as specifically ~~.5.15~~

2. allowed by the Sign Regulations;

23. *Flashing Signs.* Signs with lights or illumination that flashes, moves, rotates, scintillates, blinks, flickers, varies in intensity, varies in color, or uses intermittent electrical pulsations, except as provided for in this section;

34. *Moving Signs.* Signs with visible moving, revolving, or rotating parts, visible mechanical movement of any description or other apparent visible movement achieved by electrical, electronic or mechanical means, including automatic, electronically controlled copy changes, except for image projector signs as allowed by the Ssign Rregulations;

5. *Obsolete Signs.* ~~A sign which identifies or advertises an activity, business, product, service or special event no longer produced, conducted, performed or sold on the premises upon which such sign is located;~~

46. *Portable Signs.* Portable and wheeled signs, roof signs, search lights, or beacons;

57. *Signs Causing Direct Glare.* A sign or illumination that causes any direct or indirect glare into or upon any public right-of-way, adjacent lot, or building other than the building to which the sign may be accessory;

8. *Misleading Information Signs.* ~~Signs containing untruthful or misleading information;~~  
69. *Signs Creating an Optical Illusion.* Signs with an optical illusion of movement by means of a design that presents a pattern capable of reversible perspective, giving the

illusion of motion or the changing of copy, except for image projector signs as allowed by the Sign Regulations;

**740. Signs Obstructing Egress.** A sign which obstructs any window or door opening used as a means of egress, prevents free passage from one part of a roof to any other part, interferes with an opening required for legal ventilation or is attached to or obstructs any standpipe, fire escape, or fire hydrant;

~~844. *Vehicle Mounted Signs*~~~~*Signs on Parked Vehicles.*~~ ~~Signs placed on or affixed to vehicles and/or trailers that are parked on a public right-of-way, public property, or private property so as to be visible from a right-of-way where the apparent purpose is to advertise a product, service, or activity or direct people to a business or activity located on the same or nearby property. Vehicle-mounted signs, including but not limited to signs painted on or attached to semi-trailers or cargo containers, when exhibited on private property adjacent to public right-of-way for the purpose of advertising the business or services offered on the property. Vehicle-mounted signs used in connection with a special event are exempted from the requirements of this section during the duration of the special event only and not exceeding seventy-two (72) hours. Upon the conclusion of the special event, such signs must be dismantled.~~ ~~However, this is not in any way intended to prohibit signs placed on or affixed to vehicles and trailers, such as lettering on motor vehicles, where the sign is incidental to the primary use of the vehicle or trailer;~~

**942. Signs in Public Right-of-Way.** A sign in, on, over or above a public right-of-way that in any way interferes with normal or emergency use of that right-of-way. Any sign not authorized by the Town in a public right-of-way may be removed by the Town;

~~1310. *Strings of Lights and Strip Lighting.*~~ Strip lighting outlining commercial structures and used to attract attention for commercial purposes, and strings of light bulbs used in any connection with commercial ~~premise~~premises unless the lights are shielded; and

~~1411. *Unsafe Signs.*~~ An unsafe sign is any sign that can be described by any one of the following:

- a. Is structurally unsafe;
- b. Constitutes a hazard to safety or health by reason of inadequate maintenance or dilapidation;
- c. Is not kept in good repair;
- d. Is capable of causing electrical shock to persons likely to come into contact with it;
- e. In any way obstructs the view of, may be confused with, or purports to be an official traffic sign, signal or device or any other official government regulatory or informational sign;

- f. Uses any words, phrases, symbols or characters implying the existence of danger or the need for stopping or maneuvering of a motor vehicle, or creates in any way an unsafe distraction for vehicle operators or pedestrians;
- g. Obstructs the view of vehicle operators or pedestrians entering a public roadway from any parking area, service drive, public driveway, alley or other thoroughfare;
- h. Is located on trees, rocks, light poles or utility poles, except where required by law; or
- i. Is located so as to conflict with the clear and open view of devices placed by a public agency for controlling traffic or which obstructs a motorist's clear view of an intersecting road, alley or major driveway.

~~15. For Sale or For Rent Signs. "For sale" or "for rent" signs or signs that make any references to a property being for sale or rent;~~

~~16. Property Management Signs. Property management signs that make a reference to a property being for rent;~~

~~127. Signs Attached to Trees.~~ Any sign attached to a tree;

~~138. Signs Attached to or Held by a Person.~~ Signs that are attached to a person or held by a person, except signs that are being carried by persons or service animals recognized under the Americans with Disabilities Act, provided that such signs are not set down or propped on objects;

14. Unprotected Speech. Any sign that is likely to incite violence, is obscene, constitutes a true threat directed towards another, defames another, or has any other illegal characteristic.

~~19. Home Occupation Signs. Signs for home occupations; and~~

~~1520. Other Signs.~~ All other types of signs not ~~listed as~~ permitted ~~signs~~ under the Sign Regulations.

## DC. Lighting.

1. No sign shall be illuminated through the use of internal illumination, rear illumination, fluorescent illumination, except when used for indirect illumination and in such a manner as to not be directly exposed to public view.
2. Illumination of signs shall be designed, located, shielded and directed in such a manner that the light source is fixed and is not directly visible and does not cause glare or direct light from artificial illumination upon any adjacent public right-of-way, surrounding property, residential property or motorist's vision.
3. All sign lighting shall be provided by LED or other energy efficient light.

4. Sign lighting shall be consistent with the Lighting Regulations.

ED. *Temporary Signs.*

~~1. *Open House Signs.* Open house signs are permitted on a temporary basis seven (7) days a week (Monday through Sunday). These signs may be placed on the lot for sale and along roadway rights-of-way (off public streets) directing one to the property for sale. The temporary open house sign shall be a freestanding sign. The area of the temporary sign shall not exceed ten (10) square feet of sign area, with each face of the sign counted. The height of the temporary sign shall not exceed four feet (4') as measured from the grade at the base of the sign. Signs may be designed as to allow a brochure box to be attached. Open house signs shall not interfere with vehicular or pedestrian traffic in a right-of-way. Open house signs are limited to the hours of 10:00 a.m. to 8 p.m. A real estate sales person shall be present during the open house. The Town shall not be liable for any damage to the open house signs.~~

~~12. *Special Event Signs*~~*Temporary Sales Signs.* Temporary sales signs ~~announcing special sales of products and services~~displaying a special event shall be subject to the following requirements:

a. The temporary sales sign shall be placed in the window or windows of the business holding the special event~~sale~~.

b. There shall be permitted not more than one (1) temporary sales sign in any window and a total of not more than three (3) temporary sales signs for each ~~use~~event.

c. Each sign shall not exceed three (3) square feet.

d. Temporary sale signs may be maintained for a period not to exceed fourteen (14) days and shall be removed on the day following the end of the event~~sale~~.

e. Any special event wishing to display temporary signs must be approved subject to a required special event development application. Approved special event temporary signs may provide for off-premises signage for sponsors of the event.

~~23. *Temporary Site Construction Signs.* Temporary site construction signs installed in association with an active shall be allowed on projects that have received final approval from the review authority, obtained a building permit in accordance with the adopted Building Codes and have commenced construction.~~ An allowance of one (1) temporary ~~construction~~ sign per building site shall be permitted subject to ~~meeting~~ the following ~~requirements~~standards:

a. The graphics, color selections and sign location are subject to Planning Division staff approval;

b. The sign shall be between the size of twenty-four (24) inches tall by forty-eight (48) inches wide to forty-two (42) inches tall by sixty (60) inches wide, mounted on either a semi-permanent sign, u-shaped sign post or on the construction fence~~ing~~;

c. The sign shall contain the name of the project at the top of the sign, with a bigger font than all other sign content that stands out, with the project address below the project name. The sign shall also contain the business name and telephone number of the general contractor and may contain the content listed below. The same font size shall be used for the general contractor and other allowed sign content as follows with the sign text equally distributed, without a larger font for any of the entities involved in developing the project:

i. Brief description of the project;

ii. Project consultants;

iii. Project developer;

iv. Project lender;

v. Contractor; and

vi. "For information" followed by a phone number.

d. Logos shall be limited to any project logo, and any entity involved in the project as limited above. Logos shall be proportional to the font as limited above and not exceed 25% of the sign area unless the Planning Division approves a variation based on a finding that the logo is proportional to the sign content and sign size;

e. Real estate brokerages, real estate agents' names and the word "sale," "rent," or any reference to the property being available for purchase or rent are prohibited on construction signs;

f. Only the project logo is allowed, which shall be limited to no more than twenty-five percent (25%) of the sign area; and

g. Temporary ~~site~~construction signs shall be removed within fifteen (15) days of issuance of a ~~temporary~~TCO or final certificate of occupancy, or ~~in the event~~-if construction is abandoned ~~or the building permit expires or is otherwise revoked~~, the sign shall be removed immediately.

4. *Banners*. Banners may be used as a sign on a temporary basis not to exceed two (2) weeks in duration in any six (6) month period and only upon prior review and consideration by the review authority. ~~Banners may be used for events such as special events, grand openings, sales and other events.~~ Graphics, size, color, location and duration of existence are subject to review and approval by the review authority. Banners shall be removed

within three (3) days following the end of an event. Town-sponsored events are exempt from this provision. The Town or TMVOA may place banners for longer time periods for community events, such as concerts or markets.

5. *Sandwich Boards.* Sandwich board signs shall not be larger than twelve (12) square feet, with the exception of open house signs that are limited as set forth above. A maximum of one (1) sandwich board sign per business shall be allowed provided the requirements of the Sign Regulations are met. Sandwich board signs may only be placed in plaza areas clear of established pedestrian access and emergency access routes and shall be located within a twenty-five foot (25') radius from the business's main entry. The review authority shall approve all locations for sandwich board signs prior to their placement. Sandwich board signs shall be removed from all plaza areas at the close of each business day. Sandwich board signs do not require individual permits. However, the Town may revoke an entity's sandwich board allowance for one or more violations of this part 5.

6. *Flags.* Flags are any piece of cloth or similarly flexible material attached on one or more sides to a mounting point. Flags attached to buildings or to other structures are permitted provided the review authority determines: (1) the placement of flag does not negatively impact the architecture of the building or the character of the area; (2) the flag placement allows for the visual opacity of the commercial storefront; (3) the flag is an official flag of a nation, the State of Colorado or the flag is for a brand hotel and is located on site or in close proximity to such hotel; and (4) the size of the flag does not exceed three feet (3') in width and five feet (5') in length.

7. *Special Event.* Temporary signs shall be allowed for special events provided such signs are approved as a part of the required special event development application. Special event signs may provide for off-premise signage for sponsors of the special event.

8. *Political Signs.* Political signs that do not exceed eight (8) square feet in sign area are permitted, with each face of the sign counted. The signs shall only be placed on a lot where the owner has provided permission for the sign placement. These signs shall be removed as soon as practicable following the election. Only one (1) sign per candidate or ballot measure per lot is allowed  
FE. *Permanent Signs.*

1. *Business Identification Signs.* Business identification signs are permitted subject to the following standards:

a. *Maximum Number.* There shall be no more than a combination of two (2) of the following four (4) types of signs for each business:

- i. Freestanding sign;
- ii. Projecting sign;
- iii. Wall and window signs; and
- iv. Awning sign.



b. *Creative Design.* Business identification signs shall be creatively designed and colorful, ~~incorporating graphics in coordination with lettering, and shall convey the main function of the business.~~ legible, and shall conform with relevant Town design standards.

c. *Freestanding Sign Design.*

i. *Limitations.* Freestanding signs are only allowed for a development or project that is located on a lot that allows for commercial or mixed use development where there is one (1) main business occupying such lot, such as a hotel business sign.

(a) Freestanding business identification signs shall not be permitted on any Town-owned land.

ii. *Proportion and Maximum Size.* The maximum sign area for each freestanding building identification sign shall not exceed twenty-four (24) square feet and shall be in proportion to the scale of the building it serves.

iii. *Minimum Height.* Minimum lettering height shall be fifty-four (54) inches.

iv. *Maximum Height.* Maximum height to the top of the freestanding building identification sign shall be ten feet (10').

v. *Maximum Lettering.* Letters for a freestanding business identification sign shall not exceed twelve (12) inches in height. The review authority may permit taller letters and/or a larger area if, in its sole judgment, it is appropriate for the relative scale of the building.

d. *Projecting Sign Design.*

i. *Proportion and Maximum Size.* The total projecting sign area for each business shall not exceed ten (10) square feet in size.

ii. *Creative Design.*

(a) Projecting sign design shall avoid long rectangular or square shapes and shall be three-dimensional.

(b) Projecting signs shall be handcrafted and made from metals such as wrought iron, bronze, brass, copper, anodized aluminum or gold leaf or wood such as redwood, cedar or hardwood.

iii. *Maximum Lettering.* Letters for a projecting sign shall not exceed six (6) inches in height. The review authority may permit taller letters and/or a larger area if, in its sole judgment, it is appropriate for the relative scale of the building.

iv. *Minimum Clearance.* Pedestrian clearance for projecting signs shall be eight feet (8') above finished grade unless landscaping prohibits pedestrian flow under the sign.

e. *Wall and Window Sign Design.*

i. *Proportion and Maximum Size.*

(a) The total wall and window sign area for each business shall not exceed ten (10) square feet in size.

(b) Total area of graphics coverage for business identification signs on a wall shall be relative to the size of the wall, building and surrounding architecture.

ii. *Minimum Height.* Minimum lettering height shall be fifty-four (54) inches.

iii. *Maximum Height.* Maximum height to the top of the sign shall be ten feet (10').

iv. *Maximum Lettering.* Letters for a business identification sign shall not exceed six (6) inches in height. The review authority may permit taller letters and/or a larger area if, in its sole judgment, it is appropriate for the relative scale of the building.

v. *Wall Sign Maximum Projection.* Wall signs shall not project more than twelve (12) inches from the face of the building to which they are attached.

f. *Awning Signs.*

i. *Maximum Sign Area.* Sign graphics on awnings shall be limited to fifteen percent (15%) of the surface area of the awning, or a maximum of ten (10) sq. ft., whichever is more restrictive.

ii. *Location Over Principal Entrance.* Awning signs shall only be located over the principal entrance to the business identified by said sign.

iii. *Design.* As a general rule, the awning shall extend no further than three (3) feet from each side of the entrance and project beyond the face of the building not more than eight feet (8'). Exceptions to the size shall be allowed if, under the sole judgment of the review authority, a larger awning is appropriate for the relative scale and proportion of the building.

iv. *Minimum Clearance.* Pedestrian clearance for projecting signs shall be eight feet (8') above finished grade unless landscaping prohibits pedestrian flow under the sign.

2. *Project Identification Signs.* Multifamily, mixed-use or commercial development shall provide either a freestanding or wall-mounted project identification sign for project

identification that lists the name of the building or project subject to meeting the following standards:

- a. *Maximum Number.* One (1) project identification sign is permitted for a project. The review authority may allow more than one (1) project identification sign if it determines it to be appropriate for a specific building's location,
  - b. *Proportion and Maximum Size.* Total area of graphics coverage for a project identification sign on a wall shall be relative to the size of the wall, building and surrounding architecture, but shall not exceed twenty-four (24) square feet of sign area on each façade.
  - c. *Creative Design.* Project identification signs shall be creatively designed, incorporating graphics in coordination with lettering.
  - d. *Minimum Height.* Minimum lettering height shall be fifty-four (54) inches.
  - e. *Maximum Height.* Maximum height to the top of the sign shall be nine (9) feet.
  - f. *Maximum Lettering.* Letters for a project identification sign shall not exceed twelve (12) inches in height. The review authority may permit taller letters and/or a larger area if it determines it to be appropriate for the relative scale of the building.
  - g. *Wall Sign Maximum Projection.* Wall signs may not project more than twelve (12) inches from the face of the building to which they are to be attached.
3. *Business Directory Signs.*
- a. *Maximum Number.* There shall be no more than one (1) business directory sign per lot.
  - b. *Maximum sign area.* The maximum permitted area of the business directory sign shall be as follows:
    - i. For 1-5 businesses, one (1) square foot of sign area per business.
    - ii. For 6-10 businesses, five (5) square feet, plus 1/2 square foot for each business over five (5) businesses.
    - iii. For more than 10 businesses, 7 1/2 square feet, plus 1/4 square foot for each business over ten (10) businesses, to a maximum sign area of ten (10) square feet.
  - c. *Proportion and Maximum Size.*
    - i. The maximum sign area for a business directory sign shall not exceed twenty-four (24) square feet and shall be in proportion to the scale of the building it serves.

- d. *Minimum Height.* Minimum lettering height shall be fifty-four (54) inches.
  - e. *Maximum Height.* Maximum height to the top of the sign shall be ten (10) feet.
  - f. *Maximum Lettering.* Letters for a business directory sign shall not exceed twelve (12) inches in height. The review authority may permit taller letters and/or a larger area if it determines it to be appropriate for the relative scale of the building.
  - g. *Sign Type and Required Location.* The business directory signs may be wall signs or freestanding signs provided any freestanding business directory sign shall be located on a lot and not on any Town-owned property.
4. *Address Identification Signs.* The development or redevelopment of all lots within the Town shall provide an address identification sign prior to the issuance of a certificate of occupancy, certificate of completion or other final approval step as provided for in this CDC, which shall meet the following standards:
- a. *Freestanding Address Monument Required.* Each lot shall provide a freestanding address identification sign monument.
    - i. Notwithstanding the foregoing, homes that are located close to and are visible from a Town road may attach address identification numbers to the building if such is located within twenty feet (20') of the roadway, subject to review authority and Fire District approval. The numbers shall match the size, contract, illumination and maintenance requirements set forth below.
    - ii. Address identification signs may be incorporated into a stone retaining wall that is located in the general easement and is readily visible from a right-of-way or access tract.
  - b. *Lettering Size and Required Height.* Lettering and numbers shall be a minimum height of six (6) inches with the bottom of the letters and numbers no less than fifty-four (54) inches from the finished grade.
  - c. *Maximum Height.* The maximum height is six feet (6').
  - d. *Contrast.* Contrasting letters and numbers are allowed (i.e., black) to improve daytime visibility. Lettering shall have reflective material outline for nighttime visibility when lighting fails.
  - e. *Illumination.* The address lettering and numbers shall be illuminated with a concealed LED or other energy efficient light source that does not cause glare to motorists or surrounding properties.
  - f. *Location of Address Identification Sign Monument.*

- i. Address monuments shall be designed and located so as to be visible from the right-of-way or access tract that provides access to the driveway serving the development.
- ii. Address monuments may be permitted by the review authority in the general easement provided the property owner enters into a revocable license agreement with the Town prior to the issuance of the required development permit or building permit.

iii. Address monuments may be located in a right-of-way or access tract if it is not possible to design such monument so as to be located on the lot it is to serve, or if the monument would not be readily visible from the right-of-way or access tract providing access to the driveway provided that:

(a) For rights-of-way or Town-owned access tracts, the property owner enters into a revocable license agreement as set forth in the Sign Regulations; and

(b) For private access tracts, the developer or lot owner secures a letter of permission from each owner having an interest in such access tract.

iv. Address identification signs shall be set back a sufficient distance from roadways, drives and access tracts in order to facilitate snow plowing and storage. The address identification sign shall remain visible for emergency vehicles.

g. *Addresses Only.* Only address numbers and letters are permitted. Names, project names or slogans of any nature are prohibited on the address monument.

5. *LED Signs.* LED signs may be placed on a window for “open” signs, [to display the logos product logos](#) or graphics for goods or merchandise sold on the property, [or for other permissible uses under these sign regulations](#) provided:

a. The area of the LED sign counts towards the maximum sign area allowed for the type of window and/or wall sign.

b. The maximum area allowed for a LED sign shall be two (2) square foot per sign, with a maximum of two (2) LED signs per business.

c. The brightness of the LED sign shall not exceed 1,500 NITs unless the DRB grants a specific approval for a brighter LED sign.

6. *Neon Signs.* Neon signs may be used as window signs for “open” signs, [product-to display the](#) logos or graphics for goods or merchandise sold on the property, ~~and~~ for business identification signs placed on a window or a wall, [or for any other permissible uses under these sign regulations](#) provided:

a. The area of the neon sign counts towards the maximum sign area allowed for the type of window and wall sign.

- b. The maximum area allowed for a neon sign shall be one (1) square foot per sign, with a maximum of two (2) neon signs per business.

#### 7. *Image Projector Signs.*

- a. The review authority may permit a business to have one (1) or more illuminated image projector signs that use digital graphics or art to advertise ~~the business or a product sold in that business~~, subject to the following:
  - i. An image projector sign shall project only upon the property occupied by the associated business or a surrounding area within ten feet (10') of the building frontage occupied by the business;
  - ii. The sign area of the image projector sign shall be included within the overall allowed sign area for the use unless the review authority allows for additional sign area through the review process based on a finding that the sign area of the image projector sign, combined with the regular sign area allowed by the Design Regulations does not adversely impact the character of the surrounding area;
  - iii. Illumination from the projector mechanism shall not pose a hazard for pedestrians or motorists and shall be screened from view to the maximum extent feasible; and
  - iv. The projector shall be screened, built into the building, installed under an awning or blended into the building façade so as not to adversely impact the architecture of the building or the surrounding areas.

8. *Display Boxes.* Boxes for display of flat physical or electronic items, including but not limited to menus and real estate listings, ~~menus and real estate listings~~ will be permitted but shall not exceed six (6) square feet in surface area. Display boxes shall not project more than eight (8) inches from the exterior wall surface of the building facade, and the location shall be specifically approved by the review authority. Any lighting of a display box shall completely screen the light source from pedestrians and not allow any direct bulb glare outside of the display box. Display boxes will be evaluated based on originality, creativity and the use of high quality handcrafted materials.

9. *Town Directory Signs.* The Town may install permanent town directory signs for the purpose of providing information, maps, directions and similar public information for residents and guests in the Town. The design of these signs shall strive to meet the applicable sign Design Regulations set forth in Sign Regulations, with the final design subject to the approval of the review authority.

10. *Town Directional Signs.* The Town may install town directional signs to direct pedestrians to businesses, plaza areas, buildings or similar geographic locations. The Town directional signs will be installed at locations set forth by the Town with any business desiring to place a business name thereon submitting a request to the Town directional sign program, along with any required application forms or fees as set forth in the fee resolution.



The Town directional sign program shall set forth the rules and procedures for the administration and enforcement of this program and may be adopted by the Town Council by resolution.

11. Recreation Area Directional Signs~~Ski Resort and Golf Course Signs~~. Outdoor recreational space operators, including~~The ski resort operators and golf course operator operators,~~ may install permanent signs to provide information, maps, directions and similar important public information for recreation area guests~~ski resort and golf course guests~~. The design of these signs shall strive to meet the applicable sign Design Regulations set forth in Sign Regulations with the final design subject to the approval of the review authority.

12. *Miscellaneous Signs.*

a. De Minimis Signs~~Security System Signs~~. Individual building s~~Signs which identify a building as being protected by a security system or company~~ may be allowed only when the sign does not exceed twelve (12) square inches and shall be attached directly to the building.

~~b. Traffic Control Signs. Signs to control traffic that are installed in accordance with the MUTCD are exempt from the Sign Regulations.~~  
b. Residential Signs. Any residential use development shall be permitted to display two (2) signs provided the following:

i. The signs do not exceed six (5) square feet in area, or ten (10) feet in area when the sign has two faces. Each face shall not exceed five (5) square feet in area on a two-faced sign.

ii. When such signs are for sale or open house signs, such signs shall not advertise for a home that is no longer for sale or for an open house that has already passed. Doing so qualifies such sign as a prohibited off premises or expired service sign.

c. Private Property Signs. Signs erected on private property notifying visitors that the area is private property are permitted when they do not exceed two (2) square feet per face, or four (4) square feet in total surface area, limited to four (4) such signs per use or per building, whichever is the greater number.

GF. *Sign Design and Materials.*

1. Sign materials shall be of a high quality and able to endure the high mountain, alpine climate of the Town.

2. Sign materials shall match or compliment the architecture, colors and materials for the building or project associated with the sign.

3. Project identification signs and address identification signs shall be made from metals such as wrought iron, bronze, brass, copper, anodized aluminum or gold leaf or wood such as redwood, cedar or hardwood.
4. Freestanding signs shall have a solid, heavy base and frame made from stone, stucco, metal, wood or other review authority approved material.
5. Sign inserts may also be a combination of wood and metal.
6. Applied letters and numbering shall be finished with metals such as wrought iron, bronze, brass, copper, anodized aluminum or gold leaf. Letter styles shall be creative and original with avoidance toward rigid uniformity.
7. In the Village Center, sign design shall be produced through artistic and imaginative effort. The goal is to display a broad range of imaginative designs, colors and a sense of quality for pedestrian streets and plaza areas. The review authority's evaluation shall be based upon the design's excellence, creativity, originality, timelessness and compatibility with the design theme of the Town.

**HG.** *Sign Location.* All signs shall be placed in the most highly visible location within the normal field of view of people, whether in vehicles for signs next to a road or on foot for signs seen from the plaza areas.

**IH.** *Revocable Encroachment Agreement Requirement.*

1. For any sign located on or projecting into and over Town property, right-of-way, plaza areas or the general easement, the review authority shall require the owner of property where the sign is to be located or the lot owner, as applicable, to enter into a revocable encroachment and license agreement with the Town that includes indemnification for the Town from liability that may arise as a result of such signs.
2. The encroachment agreement shall be in a form and manner set forth by the Town and shall be recorded in the San Miguel County Clerk and Recorder's Office at the developer's expense.
3. The encroachment agreement shall be executed and recorded prior to the issuance of any building permit or development permit.

**IJ.** *Maintenance.* It shall be the responsibility of the lot owner(s), homeowners associations and business owners to maintain all signs in accordance with the Sign Regulations.

1. Snow and ice that obstructs the visibility of a sign shall be removed in a timely manner.

**KJ.** *Sign Program.*

1. *Purpose and Intent.* The purpose and intent of a sign program is to allow for flexibility and creativity in the design of signs, and to have a unified and coordinated design of signs for ~~all the businesses~~ businesses and residences located within a development, lot or site.

2. *Applicability.* A sign program is applicable to any developer or property owner that desires to create sign with design standards that differ from the Sign Regulations and for which a design variation development application has not been submitted.

3. *Development Review Procedure.* A sign program shall be processed as a class 3 application.

4. *Criteria for Decision.* The following criteria shall be met for the review authority to approve a sign program:

a. The proposed sign program assures that the color scheme, lettering style and type of materials used in signs within the sign program are consistent with and coordinated within a given project and/or area;

b. The proposed sign program specifies, as applicable, the type, number, size, method of illumination and location of signs allowed in a development;

c. The proposed sign program generally conforms to the basic sign requirements contained in Sign Regulations unless unique circumstances or special design or development objectives warrant standards that differ from the Sign Regulations of the CDC;

d. The proposed sign program prevents visual clutter and the disruption of important scenic corridors or vistas;

e. The proposed sign program protects the safety of motorists and pedestrians in a manner compatible with the surrounding environment;

f. The proposed sign program is compatible with surrounding land uses and the neighborhood and will not create a substantial adverse impact on adjacent properties or infrastructure; and

g. The proposed sign program meets all applicable Town regulations and standards.

5. *Development Agreement Required.* An approved sign program shall be incorporated into a development agreement.

LK. *Ski Resort Operator Off-Premise*~~Premises~~ *Signs and Sign Program.*

1. It is common for outdoor entertainment venues to have advertising, including the entire area of ~~a comprising~~ a ski resort and such advertising often advertises sponsorship products which may not be sold by such venue. Ski resorts commonly have such advertising and

signage at base areas, gondola loading stations, on-mountain restaurants and bars, and on the ski lift safety bars. In order to have off-~~premise~~<sup>premises</sup> signs, the ski resort operator shall propose a sign program as provided for in these regulations that contains appropriate advertising and signage related to the ski resort and its sponsors, with size, scope and design determined solely by the DRB pursuant to the sign program process outlined herein.

2. The off-~~premise~~<sup>premises</sup> signage shall be located within the ski resort boundary on ski resort operator land zoned open space as set forth in Appendix 5-2.

3. The ski resort operator shall minimize the extent to which such signage ~~is~~<sup>is</sup> readily visible from outside of the ski resort boundary, excepting plaza areas, with specific size, location, quality and other sign design standards as required by the DRB set forth in the sign program.

4. Such sign program may also address other typical ski resort signage. ~~SRsd Any the Town of Mountain Village.~~



**COMMUNITY DEVELOPMENT DEPARTMENT**

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

Agenda Item #11

**TO:** Mountain Village Town Council

**FROM:** Amy Ward

**FOR:** June 18, 2025

**DATE:** June 11, 2025

**RE:** Re-Adoption of an Ordinance Regarding The 2024 Editions of the International Building Code ("IBC"), International Residential Code ("IRC"), International Mechanical Code ("IMC"), International Fuel Gas Code ("IFGC"), International Property Maintenance Code ("IPMC"), the International Plumbing Code ("IPC"), the International Existing Building Code ("IEBC"), the International Swimming Pool and Spa Code ("ISPSC"), the 2021 edition of the International Energy Conservation Code, the 2018 International Fire Code ("IFC") as adopted by the Telluride Fire Protection District (TFPD), and the 2023 Edition of the National Electric Code, NFPA70, ("NEC"), as adopted by the State of Colorado, (collectively referred to as the "codes").

**STAFF ANALYSIS AND RECOMMENDATION**

Per the Town Attorney, codes adopted by reference need an additional Public Hearing. The proposed code changes were approved at 2<sup>nd</sup> Reading on May 15, 2025. No changes have been made since that approval.

**PROPOSED MOTION**

Staff recommends approval and has provided the suggested motion below.

**APPROVAL**

**I move to adopt Ordinance No. 2025 approving an amended CDC Section 17.7 on final reading based on the evidence provided in the staff memo of record dated April 10, 2025, and the findings made on first reading, second reading, and this reading.**

**ORDINANCE NO. 2025-05**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO AMENDING CHAPTER 17.7 OF THE TOWN CODE TO INCORPORATE BY REFERENCE THE 2024 EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL PROPERTY MAINTENANCE CODE, THE INTERNATIONAL PLUMBING CODE, THE INTERNATIONAL EXISTING BUILDING CODE, THE INTERNATIONAL SWIMMING POOL AND SPA CODE, THE 2023 EDITION OF THE NATIONAL ELECTRIC CODE, NFPA70, AS ADOPTED BY THE STATE OF COLORADO, THE 2018 EDITION OF THE INTERNATIONAL FIRE CODE AS ADOPTED BY THE TELLURIDE FIRE PROTECTION DISTRICT, AMENDING THE 2021 EDITION OF THE INTERNATIONAL ENERGY CONSERVATION CODE, AND AMENDING VARIOUS PROVISIONS OF CHAPTER 17.7 OF TOWN CODE.**

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

WHEREAS, pursuant to C.R.S. § 31-16-202, the Town of Mountain Village (“Town”) is authorized to adopt codes by reference; and

WHEREAS, the Town has adopted by reference prior editions of certain National and International Standard Codes (collectively, “Standard Codes”); and

WHEREAS, the Standard Codes serve as the building regulation codes for the Town as set forth in Chapter 17.7 of the Mountain Village Municipal Code; and

WHEREAS, to comply with state law, and promote the health, safety, and welfare of Town residents, the Town building official has recommended that the Town adopt the versions of the Standard Codes as specified in **Exhibit A**; and

WHEREAS, Town staff has reviewed the Standard Codes in light of the Town’s unique physical setting and development needs and determined that the amendments set forth herein will ensure efficient administration and enforcement of the Standard Codes; and

WHEREAS, on April 24, 2025, this Ordinance regarding the adoption of the updated editions of the Standard Codes pursuant to C.R.S. § 31-16-203 was introduced and a public hearing set thereon; and

WHEREAS, on May 15, 2025, the Town Council conducted a duly noticed public hearing regarding the adoption of the updated editions of the Standard Codes; and

WHEREAS, on June 18, 2025, Town Council conducted a second public hearing noticed in accordance with C.R.S. § 31-16-203 regarding this Ordinance; and

WHEREAS, the Town Council finds and determines that the interests of the citizens of the Town will be best served by adopting by reference the Standard Code versions as specified in **Exhibit A**; and

WHEREAS, the Town Council desires to make other clarifying ad hoc amendments to Chapter 17.7 of the Town of Mountain Village Municipal Code.

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

**Section 1.**      **Recitals.** The foregoing Recitals are incorporated as findings of the Town Council.

**Section 2.**      **Adoption.** The Town Council hereby adopts by reference the following codes as specified in **Exhibit A** of this Ordinance: 2024 editions of the International Building Code, the International Residential Code, the International Mechanical Code, the International Fuel Gas Code, the International Property Maintenance Code, the International Plumbing Code, the International Existing Building Code, the International Swimming Pool and Spa Code, the 2023 edition of the National Electric Code, NFPA70, as adopted by the State of Colorado, the 2018 edition of the International Fire Code as adopted by The Telluride Fire Protection District, and amending the 2021 edition of the International Energy Conservation Code. In lieu of full publication of each of the foregoing, a true and correct copy of each Standard Code shall be available for inspection at the Office of the Town Clerk.

**Section 3.**      **Modification.** The Town Council hereby amends various provisions of Chapter 17.7 as set forth in **Exhibit A** below. Insertions are noted by underlines and deletions are noted by ~~striketroughs~~.

**Section 4.**      **Repeal.** Any prior Standard Codes adopted by reference that conflict with the codes adopted by this Ordinance are hereby repealed and replaced with the Standard Codes adopted according to **Exhibit A**.

**Section 5.**      **Severability.** Each section of this Ordinance is an independent section and a holding of any section or part thereof to be unconstitutional, void, or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other section or part thereof.

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

**Section 7.**      **Effective Date.** This Ordinance shall be effective fourteen days after final publication following the June 18, 2025, hearing pursuant to section 5.9 of the Town Charter.



**INTRODUCED, READ, AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 24<sup>th</sup> day of April, 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 APPROVED with amendments by the Town Council of the Town of Mountain Village, Colorado on the 15th day of May, 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 18th day of June, 2025.**

**TOWN OF MOUNTAIN VILLAGE:**

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

By: \_\_\_\_\_  
Martinique Prohaska, Mayor

ATTEST:

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Susan Johnston, Town Clerk

Approved as to Form:

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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. 2025-5 ("Ordinance") is a true, correct, and complete copy thereof.
2. The Ordinance was introduced, read by title, approved on first reading and referred to public hearing by the Town Council the Town ("Council") at a regular meeting held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on April 24, 2025, by the affirmative vote of a quorum of the Town Council as follows:

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

3. After the Council's introduction of the adopting Ordinance, two notices of the public hearing containing (i) the date, time and location of the public hearing, (ii) a statement that copies of the primary codes being considered for adoption are on file with the Town clerk and are open to public inspection, (iii) a description of the purpose and the subject matter of the proposed Ordinance and the codes to be adopted, (iv) the name and address of the agency promulgating the primary codes, and (v) the date of publication of the codes, were published in the Telluride Daily Plant, once at least 15 days before the hearing and once at least 8 days before the hearing, on \_\_\_\_\_, and \_\_\_\_\_, 2025 in accordance with Section 5.2(d) of the Town of Mountain Village Home Rule Charter and C.R.S. § 31-16-203.
4. The public hearing on the Ordinance noticed in accordance with Paragraph 3, above 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 June 18, 2025. At the public hearing, the Ordinance was considered, read by title, and approved with amendments by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

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

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

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

\_\_\_\_\_  
Susan Johnston, Town Clerk  
(SEAL)

**Exhibit A**

## **Chapter 17.7**

### **BUILDING REGULATIONS**

Sections:

<b>17.7.1</b>	<b>General.</b>
<b>17.7.2</b>	<b>Administrative Provisions.</b>
<b>17.7.3</b>	<b>Permits.</b>
<b>17.7.4</b>	<b>Fees.</b>
<b>17.7.5</b>	<b>Inspections.</b>
<b>17.7.6</b>	<b>e-Plans Review and Required Construction Documents.</b>
<b>17.7.7</b>	<b>Certificate of Occupancy.</b>
<b>17.7.8</b>	<b>Building Board of Appeals.</b>
<b>17.7.9</b>	<b>Contractor Licensing Regulations.</b>
<b>17.7.10</b>	<b>International Building Code.</b>
<b>17.7.11</b>	<b>International Residential Code.</b>
<b>17.7.12</b>	<b>International Energy Conservation Code.</b>
<b>17.7.13</b>	<b>International Mechanical Code.</b>
<b>17.7.14</b>	<b>International Fuel Gas Code.</b>
<b>17.7.15</b>	<b>International Property Maintenance Code.</b>
<b>17.7.16</b>	<b>National Electric Code.</b>
<b>17.7.17</b>	<b>International Plumbing Code.</b>
<b>17.7.18</b>	<b>International Existing Building Code.</b>
<b>17.7.19</b>	<b><u>International Swimming Pool and Spa Code.</u></b>
<b>17.7.20</b>	<b>Construction Mitigation.</b>
<b>17.7.21</b>	<b>Snow and Ice Removal Regulations.</b>

#### **17.7.1        General.**

A. All property within the Town of Mountain Village shall comply with the Building Regulations as set forth in this chapter.

B. The following administrative provisions shall supplement and unless otherwise provided for, supersede the administration and enforcement section, as noted herein, in each of the

following codes as adopted in the Building Regulations: The ~~2018~~ 2024 Editions of the International Building Code ("IBC"), International Residential Code ("IRC") ), International Mechanical Code ("IMC"), International Fuel Gas Code ("IFGC"), International Property Maintenance Code ("IPMC"), the International Plumbing Code ("IPC"), the International Existing Building Code ("IEBC"), the International Swimming Pool and Spa Code ("ISPSC"), the 2021 edition of the International Energy Conservation Code, and the 2018 International Fire Code ("IFC") as adopted by the Telluride Fire Protection District (TFPD), and the ~~2020~~ 2023 Edition of the National Electric Code, NFPA70, ("NEC"), as adopted by the State of Colorado, (collectively referred to as the "codes"). International Plumbing Code ("IPC"), as adopted by the State of Colorado, the International Existing Building Code ("IEBC"), and the International Fire Code ("IFC") as adopted by the Telluride Fire Protection District, (collectively referred to as the "codes"). In instances where the State of Colorado or the Telluride Fire Protection District (TFPD) adopts subsequent code updates or amendments to the plumbing, electrical or Fire codes, the Town of Mountain Village also adopts the State Codes or TFPD Codes and exceptions and amendments found with the Building Regulations will survive. Further, the Town of Mountain Village reserves the right to amend and except as needed.

## **17.7.2 Administrative Provisions.**

A. *Referenced Codes and Standards.* The codes shall be considered part of the requirements of the Building Regulations. Local amendments to the codes are set forth in these Building Regulations.

B. *Rules of Construction.* Where conflicting regulations exist between the Building Regulations and one of the adopted codes, the Building Regulations shall apply.

1. Where enforcement of a codes provision would violate the conditions of the listing of the equipment or appliance, the conditions of the listing and manufacturer's instructions shall apply.

2. Where the codes or the Building Regulations specify differing materials, methods of construction or other requirements, the Building Official shall reasonably determine which applicable requirement shall govern.



3. Where there is a conflict between the codes' requirements and/or the Building Regulations, the Building Official is authorized to render interpretations and adopt policies and procedures to clarify the application of the Codes' provisions in order to bring the codes into conformance with the Building Regulations. Such interpretations and policies shall not have the effect of waiving requirements specifically provided for in the Building Regulations.

C. *Building Division.* (The following replaces Section R-103.1 of the IRC and IBC, and related sections of the codes)

1. *Administration.* Administration of the Building Regulations falls under the Planning and Development Services Department, Building Division, with the Building Official designated as the code official under these regulations.

2. *Building Official Appointment.* The Building Official shall be appointed by the Planning and Development Services Director or its designee in consultation and with the consent of the Town Manager and consultation with the Human Resources Director.

3. *Deputies.* In accordance with the proscribed procedures of this Town and with the concurrence of the appointing authority, the Building Official shall have the ability to recommend to the Planning and Development Services Director and the Town Manager that the Town appoint inspectors, plan examiners and other employees. Such employees shall have the powers as delegated by the Town.

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

D. *Building Official Roles and Responsibilities.*

1. *Duties and Powers of the Building Official.* The Building Official is hereby authorized to:

a. Enforce the provisions of the codes and Building Regulations;

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

c. Adopt policies and procedures to clarify the application of the codes and Building Regulations and provisions;

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- i. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of the codes.
  - ii. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in the adopted codes.
- d. Require that hazardous conditions in violation of the codes be corrected when the Building Official has found that conditions are hazardous to life or property;
  - e. Investigate the cause, origin, and circumstances of any fire, flood, explosion, or any other hazardous condition;
  - f. Require and review plans to ensure compliance with codes when applicable;
  - g. Require that whenever any installation is covered or concealed without first obtaining the required permits and inspection the Building Official shall be authorized to require that such work be exposed for inspection;
  - h. Order the immediate evacuation of any building deemed unsafe when such building has hazardous conditions that present imminent danger to building occupants;
  - i. Order any electrical, mechanical or plumbing system or portion thereof, that has become hazardous to life, health, property, or has become unsanitary to be removed or restored to a safe condition;
  - j. A person shall not use or maintain a defective electrical, mechanical or plumbing system after receiving such notice;
  - k. Waive specific requirements of the Building Regulations or permit alternative methods when it is assured that equivalent objectives can be achieved.
2. *Noninterference.* Persons shall not interfere with the Building Official carrying out any duties or functions.
3. *Right of Entry.* When the Building Official or his authorized representative has reasonable cause to believe that a violation of the Building Regulations is likely to exist in a structure or upon a premises and that entry into the structure or upon the premises is necessary to verify the violation, the Building Official or his authorized representative shall
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first make a reasonable effort to locate the owner or other person having charge or control of the structure, or premises, or portion thereof desired to be inspected, and request consent to enter and inspect. If such person cannot be located or if entry is refused, the Building Official or his authorized representative may seek entry by submitting a sworn affidavit to the proper court of Town, setting forth facts sufficient to support a reasonable belief that the violation is likely to exist, and that further investigation of the structure or premises is warranted. Any subsequent entry and inspection shall be conducted in accordance with an administrative search warrant if issued by the court. The foregoing provisions of this subsection, notwithstanding, consent to enter or administrative search warrant shall not be required in the following circumstances:

- a. To conduct inspections during regular business hours under an applied for, issued building permit;
    - b. To make observations of the structure or premises in plain view from public property, public rights-of-way, public easements or from portions of the structure or premises which are open or accessible to the public, in which the owner or occupant otherwise lacks a reasonable expectation of privacy; or when conducting inspections or
    - c. In emergency situations in which the Building Official or his authorized representative has reason to believe that the public health or safety is in imminent danger and could be jeopardized by any delay in securing entry.
  4. *Cooperation of Other Officials and Law Officers.* The Building Official may request, and shall receive, the assistance and cooperation of other officials of the Town so far as is required in the discharge of the duties required by the Building Regulations or other pertinent law or ordinance.
  5. *Stop Work Orders.*
    - a. If the Building Official finds that work or activity taking place on or within a project is contrary to the Building Regulations, the CDC, the Municipal Code, an adopted Town ordinance (collectively "Town laws"), or in an unsafe or dangerous manner, such work shall be immediately stopped until the situation is resolved and permission is obtained from the Building Official to continue.
-

- b. Stop work orders shall require the payment of fees as set forth in the Town Council fee resolution.
- c. The ~~third~~ issuance of a stop work order due to a violation of the Town laws may result in a suspension or revocation of a Town issued license, including but not limited to the required town issued business license and/or contractor's license as set forth in these Building Regulations. Repeated uncured violations within a short period of time, as determined by the Building Official, may warrant the immediate revocation of all licensing from the Town of Mountain Village. Appeals for these determinations shall be heard by the Board of Appeals under the process described in section 17.7.8.

### **17.7.3 Permits.**

- A. *Permits.* Where a permitted project involves more than one trade, a licensed general contractor shall be required to obtain the permit, supervise and or employ a qualified individual to supervise the project in accordance with Contractor Licensing Regulations. All licensed subcontractors must also be listed on the building permit.
- B. *Expiration.* Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after issuance and may be voided at the Building Official's discretion. The Building Official is authorized to grant, in writing, extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated. The Town encourages only one extension; however, an additional extension may be granted at the discretion of the Building Official for good cause shown. For the purpose of this section, work shall be considered suspended or abandoned if the authorized work is not being diligently pursued and advanced to completion. A permit will expire if an inspection was not requested 180 days from the date of the last inspection date approved by the Building Division.
- C. *Time Limitation of Permit Application.* An application for a permit for any proposed work shall be deemed to have been abandoned 90 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the Building Official is authorized to grant, in writing, one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.
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D. *Validity of Permit.* The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any provisions the Building Regulations or of any other ordinance of the Town. Permits presuming to give authority to violate or cancel the provisions the Building Regulations, the CDC or other ordinance of the Town shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the Building Official from requiring the correction of errors in the construction documents and other data. The Building Official is also authorized to prevent occupancy or use of the structure when in violation of the Building Regulations, the CDC, the Municipal Code or of any other ordinances the Town.

E. *Revocation of License or Permit.* The Building Official shall have the authority to revoke any license, permit or approval issued if any violation of the codes is found upon re-inspection. In the case of any false statements or misrepresentations submitted in the application or plans on which the permit or approval was based and or any attempt to defraud or otherwise deliberately or knowingly falsify records, reports, or applications, or other related activity in violation of the Town of Mountain Village Building Regulations, the CDC, the Municipal Code and ordinances shall be cause for suspension or revocation of all related licenses, including but not limited to required Town business licenses or contractor licenses, certificates or permits issued by the Town. In addition, any such violation shall be subject to any other criminal or civil penalties.

F. *Open Permits.* If a contractor has failed to call for final inspection to complete the permit process and 180 days has passed without activity, then the permit may either be revoked or voided or in the judgment of the Building Official the contractor's license may be put on probation and no further permits allowed for this individual or company until this outstanding permit is completed.

#### **17.7.4 Fees.**

A. *Building Permit Valuations.* The applicant for a permit shall provide an estimated permit value at the time of work, for which the permit is being issued. Permit valuations shall be based on the use tax valuations set forth in Chapter 3 of the Municipal Code.

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1. *Reconciliation to Determine Final Valuation.* At the completion of a project, documentation shall be submitted for review and additional fees may be assessed per section 3.16.030 D of the Municipal code.

B. *Payment of Fees.* A permit shall not be valid until the fees and use taxes described by law have been paid, nor shall an amendment to a permit be released until the additional fee and use taxes, if any, has been paid. Any payment returned as insufficient funds or cancelled credit card transaction shall be considered unpaid and the applicant shall repay the fees in cash or certified funds prior to any work commencing. Failure to repay fees shall result in a stop work order if a project has already commenced.

C. *Plan Review Fees.*

1. When submittal documents are required by the Building Regulations, a nonrefundable plan review fee deposit shall be paid at the time of submitting the submittal documents for plan review.
2. The plan review fees specified in this section are separate fees from the permit fees and are a document processing fee and are in addition to the permit fees.
3. When submittal documents are incomplete or changed to require additional plan reviews or when the project involves deferred submittal items, an additional plan review fee shall be charged at the rate set forth by the CDC, and/or the Planning and Development Services Department Fee Schedule ("Fee Schedule") as applicable.

D. *Investigation Fees for Work Without a Permit.*

1. *Investigation.* Whenever any work for which a permit is required by the Building Regulations has commenced without first obtaining said permit, a special investigation shall be made by the Building Official before a permit may be issued for such work.
  2. *Fee.* An investigation fee, in addition to the permit fee or stop work order fee, may be collected whether or not a permit is then or subsequently issued at the discretion of the Building Official. The investigation fee shall be equal to the amount of the permit fee required by the Building Regulations. The minimum investigation fee shall be set forth in the Fee Schedule.
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3. *Compliance with Building Regulations and Refunds.* The payment of such investigation fee shall not exempt any person from compliance with all other provisions of the Building Regulations or from any penalty prescribed by law.

E. *Stop Work Order Fees.* Stop work order fees shall be as set forth in the Fee Schedule and or CDC Section 17.1.18, Violations and Penalties, as deemed appropriate by the Building Official.

F. *Telluride Fire Protection District ("TFPD") Fees.* The Telluride Fire Protection District administration and enforcement fees associate with the International Fire Code (IFC) are set forth by the TFPD.

### **17.7.5 Inspections.**

A. All construction or work for which a permit is required shall be subject to inspection by the Building Official or its designee, and all such construction or work shall remain accessible and exposed for inspection purposes until approved. In addition, certain types of construction shall have continuous inspection as specified in the International Building Code Chapter 16, Structural Tests and Special Inspections. Inspections that take place outside normal hours of operation shall pay a fee as set forth in the fee resolution. To avoid inspection delays the permit holder shall post the inspection card where visible from the street and post the job site address as required by the IFC. The permit holder is responsible for supplying ladders and safe access to the work for inspection.

B. If, due to excessive workload and manpower limitations, the Building Official is unable to perform a requested inspection during scheduled work hours on the working day following the inspection request, the Building Official may approve, in writing, special inspection reports, contractor certifications, or other satisfactory evidence of the work being completed substantially in compliance with the Building Regulations in lieu of the required inspections at their discretion. Prior authorization is required to provide third party inspection reports in lieu of the Town inspections. When approved by the Building Official, trenches, footings or pads inspections of foundation walls and/or grade beams steel reinforcement inspections may be performed by the engineer of record or an approved third-party inspector. The Building Official may approve in writing the allowance for written, signed certifications from the contractor performing the work in lieu of the required inspections for damp-proofing, perimeter drain, insulation, and lath and/or wallboard fastening if all or a portion of the work cannot be



inspected during scheduled work hours on the working day following the day of the inspection request. In addition to the called inspections specified above, the Building Official may make or require other inspections of any construction work to ascertain compliance with the provisions of the Building Regulations.

C. A re-inspection fee will be assessed for each inspection or re-inspection when such portion of work for which an inspection is called on is not complete or at time of re-inspection the required correction was not made. This subsection is not to be interpreted as requiring re-inspection fees the first time a job is rejected for failure to comply with the requirements of the Building Regulations, but as controlling the practice of calling for inspections before the job is ready for such inspection or re-inspection. Re-inspection fees may be assessed when the inspection card is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for failure to provide access on the date for which inspection is requested, or for deviating from plans requiring the approval of the Building Official. To obtain a re-inspection, the applicant shall pay the re-inspection fee as set forth in the fee resolution. In instances where re-inspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

D. Work requiring a permit shall not commence until the permit holder or an agent of the permit holder has as to allow the Inspector/Building Official to conveniently make the required entries thereon regarding inspection of the work.

E. A site-specific soil and/or geologic investigation is required prior to the issuance of a building permit where any new foundations are to be placed. Such investigation, when required, shall be documented by submittal to the Building Official of an acceptable written report, which is stamped and signed by a soils engineer and/or an engineering geologist within his field of expertise. Said report(s) shall contain specific recommendations regarding the building location and design. The relationships of: (1) site grading, structural integrity, drain designs and (2) geologic hazards or constraints, shall be considered in the report. Reports produced more than 10 years prior to the date of application will be reviewed by the Building Official and may be determined to be unusable for the project.

A geohazard analysis written report shall be prepared and stamped by a licensed engineer when geohazards are found on the property including and not limited to: slopes over 30%, landslide areas, avalanche areas, potential unstable slopes, rockfall hazard, expansive soils or

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rock, or floodplain hazard. The Building Official may waive these requirements as warranted, consistent with Section 17.7.11.D.1.(k).

### **17.7.6 e-Plans Review and Required Construction Documents.**

- A. The Building Division shall receive all building permit submittal documents electronically, preferably in pdf format or other electronic plans and submittal requirements in accordance with posted e-Plans process submittal requirement and submitted through the Town permitting website set forth by the Building Official.
- B. When the Building Official issues a permit, the reviewed red lined construction documents shall be issued electronically to the permit applicant.
- C. The ~~permittee~~ Permit holder shall be responsible for providing an official approved plan set on the site of work and shall be open to inspection by the Building Official or his authorized representative. The red-lined job site plan set shall be full size easily legible paper documents.

### **17.7.7 Certificate of Occupancy.**

A. *Use and Occupancy.* No building or structure shall be used or occupied, and no permitted change in the existing occupancy classification of a building or structure or portion thereof shall be made until the Building Official has issued a Certificate of Occupancy ("CO") therefor as provided herein.

B. *Occupancy.*

1. *Certificate of Occupancy.* A CO shall be issued by the Building Official as set forth in the codes upon completion of the project and compliance with the Building Regulations, the CDC, and other applicable Town laws.

a. A CO may be withheld by the Building Official for projects that make the structure uninhabitable during the course of construction.

2. *Temporary Occupancy.* The Building Official is hereby authorized and may elect to issue a temporary certificate of occupancy ("TCO") before the completion of the entire work

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covered by the permit; provided, that such structure (or portion thereof as in the instance of a multifamily or mixed use building) shall be occupied safely, there will be no danger to the public, and the applicable provisions of the Building Regulations and CDC are met. As policy, TCOs are the exception to the rule and are only approved for unforeseen circumstances-hardship as determined by the Building Official or acts of God. The Building Official, in conjunction with the Planning Division staff, shall set a time period during which the TCO is valid, but never longer than 180 days. The full CO must be obtained prior to the expiration of the TCO. If the conditions of the TCO are not met and a CO is not obtained by the applicable deadline, the right to occupy immediately ceases, and the premises shall be vacated. If the conditions of the TCO have not been met by the set expiration date, the CO may be issued if all life safety related inspections are addressed, and a bond is posted in the amount of one hundred twenty five percent (125%) of the cost of completion in order to ensure completion if approved by the Planning Director and the Building Official.

~~3. *Certificate of Compliance.* A certificate stating that materials and products meet specified standards or that work was done in compliance with approved construction documents. A certificate of compliance shall be issued in lieu of a CO when such work permitted is not designed for occupancy.~~

~~4. *Completion Certificate.* A completion certificate is issued at project completion involving additions, remodels or repair from flood, fire or natural disasters.~~

### **17.7.8 Building Board of Appeals.**

A. *Name.* The name of this board shall be the Town of Mountain Village Building Board of Appeals (the "Board of Appeals").

B. *Authority.* The authority of the Board of Appeals is strictly limited to hearing and deciding appeals of administrative orders, decisions or determinations made by the Town of Mountain Village ("Town") Building Official ("Building Official") relative to the application and interpretation of all duly adopted Building Codes and Regulations (collectively the "Building Regulations"). The Building Official shall be an ex officio member of and shall act as secretary but shall have no vote on any matter. The Board of Appeals bylaws for conducting its business are hereby created by Town of Mountain Village Town Council ("Town Council"). The Board of Appeals shall

render all decisions in writing with findings in accordance with the adopted bylaws and Building Regulations.

C. *Appeal Procedures.* All appeals of decisions of the Building Official shall be filed in accordance with the applicable Building Regulation and shall be made in writing within seven (7) calendar days of the decision of the Building Official. Failure to file a written appeal within seven calendar days shall preclude the Board of Appeals from hearing any appeal and the decision of the Building Official shall stand as the final administrative decision of the Town.

D. *Appointments and Terms of Office.* The Board of Appeals shall be appointed by the Town Council and shall hold office at its pleasure. Appointments shall serve until they either (a) resign; (b) are no longer qualified; (c) are removed by the Town Council or (d) the Town Council elects to make new appointments to the Board of Appeals. Any member may be removed with or without cause by a majority vote of the Town Council. Any vacancy shall be filled by the Town Council. The Board of Appeals shall consist of five regular members and two alternates. Advertising for appointments will be consistent with the Town Council adopted policy.

E. *Attendance.* To ensure the orderly conduct of business, member attendance is vital. Except for emergency absences, medical condition absences and absences resulting from military leave of less than two continuous months, no current member shall miss more than three meetings in any twelve-month period upon any fourth absence within 12 months, other than for an emergency, medical condition or military leave of less than two months, as determined by the chair, the member shall be deemed to have resigned, and the Town Council shall appoint a replacement.

F. *Qualifications.* The Board of Appeals shall strive to consist of a minimum of one Colorado licensed electrical contractor, one Colorado licensed plumbing contractor. Preference is given to applicants who have the following types of professional experience: an ICC certified general contractor; certified architect; construction project manager; design professional or engineer. Qualifications include a minimum of five (5) years professional experience in their respective fields.

G. *Officers.* The Board of Appeals shall annually elect a chair from its number who shall preside over all hearings and proceedings. ~~The elected chair shall not serve successive terms.~~ A vice-chair elected annually by the Board of Appeals shall assume the chair's duties in the chair's absence.

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H. *Quorum and Voting.* Quorum shall consist of three members, and a decision of a majority of the members shall control. Any absent member may join in a decision after he or she has considered the evidence presented in any hearings conducted during his or her absence. All decisions are final, subject only to appeal to a court of competent jurisdiction.

I. *Duties.*

1. *Chair.* The chair shall preside at all meetings and shall perform all duties usually incident to the office of Chair and such other duties as may be assigned to him or her from time to time by the Task Force. The Chair shall see to the execution of resolutions, procedures and policies approved by the Task Force.

2. *Vice Chair.* In the absence or disability of the Chair, the Vice Chair shall have all powers of and shall be subject to all restrictions upon the Chair. The Vice Chair shall perform such duties as shall from time to time be assigned by the Task Force.

3. *Secretary.* Secretarial duties will be maintained by the Town staff. Secretary responsibilities are as follows 1) to keep minutes of Board meetings and to keep records of the Board.

J. *Meetings.* The Board of Appeals shall hold an initial organization meeting as called by the chair. Further meetings shall be held as necessary in order to timely hear appeals as called by the Chair or the Building Official.

K. *Rules of Order.* Unless otherwise specified in these bylaws, the Board of Appeals will follow procedures outline in Robert's Rules of Order, Newly Revised.

L. *Meeting Notices.* The appointed staff member shall furnish advance notice of all meetings. Staff shall deliver, by the close of business the Friday before the next meeting, minutes of the previous meetings and copies of material to be studied or acted upon, including an agenda, and other items necessary for discussion. Meeting notices may be delivered via email. Meeting notices are also posted at town approved posting areas and on the Town's website consistent with town adopted public meeting posting location requirements.

M. *Agenda.* The appointed staff shall prepare the agenda with input from the Chair, and copies distributed in advance of the meeting. Other items of the agenda shall include but not be limited to disposition of minutes of the previous meeting, which may be distributed and approved via email by the board members due to the potential for long periods between

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meetings. The minutes and agenda shall be delivered to Board members as needed no later than 7 days in advance of the meeting.

N. *Open to the Public.* All meetings shall be open to the public, except for executive session as authorized in the Colorado Open Meetings law, C.R.S. 24-6-402.

## **17.7.9 Contractor Licensing Regulations.**

A. *Adoption of Contractor Licensing Regulations.* The Town hereby adopts the following standards as the Contractor Licensing Regulations. The purpose of adopting the Contractor Licensing Regulations is to establish regulations that govern and regulate the contracting community in Mountain Village, with the following primary purposes:

1. Ensure that construction trades produce ~~high quality code compliant~~ buildings and structures;
2. Ensure safe and energy efficient buildings and structures that are built in accordance with the Town adopted International Code Council series of codes and the National Electrical Code;
3. ~~To assist in protecting~~ Protect property owners and developers from fraudulent, corrupt and under qualified contractors; and
4. ~~Create~~ Manage a pool ~~a list of trained and qualified licensed~~ contractors to provide a high level of building service for property owners and developers.

B. *Applicability.* The scope of this regulation excludes State of Colorado Plumbing and Electrical Contractors that are licensed and regulated through the State of Colorado. Every business, sole proprietor, corporation, building company or individual performing or providing construction related services that is required to obtain a permit by the Building Regulations shall be required to obtain and maintain the required contractor certifications and Town building licenses as set forth in ~~the~~ these Contractor Licensing Regulations.

C. *Required Contractor Certifications and Building License.*

1. The following trades are required to obtain an International Code Council ("ICC") Certification for the Building Official to issue a Town building license to such contractor.

Only licensed contractors shall be eligible to submit for and obtain a permit as required by the Building Regulations.

- a. General Contractor (A) Exam to issue permits for structures covered under the IBC;
- b. General Contractor (B) Exam for light commercial and residential permits issued under the IBC and IRC;
- c. Residential General Contractor (C) Exam for one-and two-family dwellings permits issued under the IRC;
- d. Master Mechanical Exam for all types of mechanical permits; and
- e. Roofing Contractor Exam for all roofing contractors or subcontractors or roofing permits.

It is the general contractor's and its firm's responsibility to ensure it is obtaining the correct ICC certification prior to applying for any permit. The Building Official may provide guidance on which certification is needed.

2. *General Contractor.* The following general contractor requirements shall be met:

- a. The general contractor shall be required to be certified and licensed as set forth herein.
  - b. Each company must have at least one license holder with the currently adopted ICC Certification that matches their trade. The license holder shall be an employee or owner of the contracting firm. In the case of an employee or owner (license holder) leaving employment, it is the contractor's responsibility to notify the Building Official within five working days. A one-month grace period to locate a new license holder will be provided. Licensing will be revoked if a contractor does not maintain the license holder. License sharing with other companies is strictly prohibited and will result in all Licensing with the Town of Mountain Village to be revoked. License sharing will be presumed if anyone other than a direct employee or owner of the licensed general contractor company requests inspections, supervises field personnel or is in any other way involved in the day-to day operations of the permitted construction site.
  - c. All trades are required to have the current corresponding building code book on site as adopted by the Town which regulates that trade.
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d. The Town building license shall be renewed after the Town adopts the updated ICC codes by either re-taking the applicable ICC test on the current code(s); or achieving .8 hours (equivalent to an eight (8) hour class) of continuing education credit, ("CEU") for each code referenced in the Town building license. Previously licensed individuals who are current with their license at the time the new codes are adopted have three (3) months ~~one (1) year~~ from the new code adoption date to obtain the required CEU's to update their Contractors License.

e. Anyone that has been convicted of a felony for a crime of moral turpitude may not apply for or maintain a general contractors license with the Town of Mountain Village. Appeals for these determinations shall be heard by the Board of Appeals under the process described in section 17.7.8.

3. *Required Town Business Licenses.* All contractors and sub-contractors are required to have an active business license with the Town.

4. *Owner-Builder.* Homeowner-Builders that are conducting the building activities themselves and subcontracting out small portions of the work are exempt from obtaining a Town building license.

a. An owner-builder shall sign and understand the Town approved Homeowner Contractor Affidavit prior to obtaining a building permit and shall be present for all requested inspections.

b. An owner-builder is a person that will inhabit the Single-Family dwelling as their primary residence for two (2) or more years after issuance of a CO. In the case of property ownership by a corporate entity or trust, the entity shall appoint a designated representative as the "owner-builder" for purposes of this section. Any such designated representative must (i) be an officer, manager, trustee, or owner of the entity and (ii) inhabit the Single-Family dwelling as their primary residence for two (2) or more years after issuance of a CO. The home may not be for sale or lease. The Town approved homeowner permit affidavit shall include a certification of the same and such affidavit shall be recorded in the records of the clerk and recorder's office for San Miguel County, Colorado. The owner-builder shall be on site on a regular and consistent basis (minimum of twice a week) in order to supervise the project and shall be present for all inspections, required under these Building Regulations. No inspections shall occur without the owner-builder on site.

c. Contractors and owner-builders shall not use this section to circumvent the contractor licensing regulations.

5. *Revoking of Building and or Business License.* Notwithstanding any other provision of the CDC, the Town may revoke a town building, and/or general town business license due to two or more violations of the Building Regulations. Upon a first and second offense, the Building Official shall notify the offending business and/or individual in writing of the violation. On the third offense, within a two-year period, the Building Official may permanently or temporarily revoke the Town building and/or general business license.

Egregious violations may warrant the immediate revocation of all licensing from the Town of Mountain Village. Appeals for these determinations shall be heard by the Board of Appeals under the process described in section 17.7.8.

6. *Insurance requirements of contractors:* Each Contractor, tree removal service or landscaping business, doing business in the Town shall have the following minimum insurance coverage:

\$~~12~~,000,000 in Employers Liability

\$~~25~~,000,000 General Liability

\$~~12~~,000,000 Each Occurrence the Town must be listed as an additional insured on the certificate of issuance if Town property is to be used or impacted by the project as determined by the Building Official.

### **17.7.10 International Building Code.**

A. *Adoption.* The Town of Mountain Village ("Town") hereby adopts and incorporates herein by reference the International Building Code ("IBC"), ~~2018~~ 2024 Edition, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478.

B. *Amendments, Additions and Modifications.* The IBC 2018 Edition is hereby amended as follows:

1. *Section 101.* Section 101 of the 2018 IBC is hereby amended as follows:

a. Section 101.1, Title.

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"These regulations shall be known as the "Town of Mountain Village Building Code" and may be cited as such and will be referred to herein as "this code" or "the IBC""

2. Section 103.1 Creation of Agency. The Planning and Development Services Department, Building Division is hereby created and the official in charge thereof shall be known as the *building official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

3. Section 103.2, Appointment. Section 103.2 is hereby deleted in its entirety due to the administrative provisions set forth herein.

4. Section A103.3, Deputies. Section 103.3 is hereby deleted in its entirety due to the administrative provisions set forth herein.

~~4. Section A 107.2.5 Exterior balconies and elevated walking surfaces. Delete in its entirety.~~

5. Section 110.3 Required Inspections: This section shall be supplemented by adding any required inspections not listed in the IBC with all required inspections posted and requested by the Town of Mountain Village Building Official.

6. Section 113 Board of Appeals: Delete and replace with section 17.1.8 of the Building Regulations.

7. Section 114 Violations: Delete in entirety and replace with the Town of Mountain Village adopted Building Regulations, CDC Section 17.1.18 Violations and Penalties, Section 17.7.9.D Revoking of Building and or Business License, and the Fee Schedule.

8. *Definitions*. Section 202. Section 202 of the IBC is amended by inserting the following definitions:

a. General Contractor: The general contractor shall be the main firm or person that contracts with the property owner or developer to undertake a project covered by the Building Regulations that is responsible for all work on each job site and oversees the subcontracting trades. The General Contractor acts as the agent of the owner, signs all required applications and forms with the Town and grants access for building inspections."

b. "High Rise Building. Amend by replacing with "A building with an occupied floor located more than 65 feet above the lowest level of fire department vehicle access."

- c. Qualified Individual: An individual who has passed the International Code Council test which covers the applicable currently adopted code or has achieved ongoing training updates to the currently adopted codes in the form of a minimum of 8 classroom hours or 8 CEU's to update their license in accordance with the Contractor Licensing Regulations.
- d. Plan Review Fee: The plan review fee is a document preparation fee applicable to all permits.
- e. Detached: A structure separated from another structure by separate foundation and exterior siding material by a minimum of six feet (6') or applicable code required exterior wall separations, whichever is most restrictive."

## 9. *Roofing.*

"Section 1507.4.3 Metal sheet roof coverings installed over structural decking shall comply with 1507.4.3. The materials used for metal sheet roof coverings shall be amended by deleting: "naturally corrosion resistant or provided with corrosion resistance in accordance with the standards and minimum thicknesses shown in Table 1507.4.3 (2)."

Table 1507.4.3(1) Metal Roof Coverings: Aged metal roofing and flashing shall be allowed with no corrosion protection."

Section 1507.5.7 Flashing: Roof valley flashing shall be amended by deleting "corrosion resistant metal".

10. *Section 1601 General.* Insert Section 1601.2 is hereby adopted by inserting the following local climatic design conditions:

- a. Ground snow load is ~~130 lbs. min standard plus elevation per SEAC Guide~~ variable. Use <https://ascehazardtool.org/> to determine ground snow load.
- b. Wind speed is ~~90 MPH 3 sec. wind gust exposure C~~ variable. Use <https://ascehazardtool.org/> to determine wind speed.
- c. Climate zone 6B
- d. Seismic design class C, unless sufficient evidence is provided to support another category.
- e. Frost line depth is 48 inches
- f. Weathering is severe
- g. Termites are slight to moderate, decay is slight

h. Winter design temp is -15 degrees F

i. Mean annual temperature is 40 deg. F

~~11. Section 1603. Section 1603 is hereby deleted.~~

11. *Appendix A, Employee Qualifications.* Section A101 is hereby amended as follows:

12. *Section Appendix F, Rodent Proofing.* Appendix F is a reference standard hereby adopted into the 2018 IBC.

### **17.7.11 International Residential Code.**

A. *Adoption.* The Town of Mountain Village ("Town") hereby adopts and incorporates herein by reference the International Residential Code for One-and Two-Family Dwellings, ~~2018~~ 2024 Edition, ("IRC") published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478.

1. The ~~2018~~ 2024 IPC, IMC, IFGC, IFC, and the currently adopted NEC shall also apply to construction covered by the IRC.

B. *Amendments, Additions and Modifications.* The IRC ~~2018~~ 2024 edition is hereby amended as follows:

1. *Section R101.* Section R101 of the 2018 IRC is amended as follows:

~~"Section 101.1, Title. These regulations shall be known as the "Town of Mountain Village Building Code"~~ These provisions shall be known as the Residential Code for One- and Two-Family Dwellings of the Town of Mountain Village and may be cited as such and will be referred to herein as "this code" or as the "IRC".

~~"Section 101.4.6.1, Energy. The provisions of the 2018 IRC shall apply to all matters governing the design and construction of buildings for energy efficiency. The "local energy savings measures" shall be applicable to building or activities covered under the IRC. If a prescriptive method of compliance is chosen, then the prescriptive requirements of the 2018 IRC must be followed. If there are conflicts between the codes, the more stringent provision will prevail~~

"Section R IO1.4.1, Appendages and Projections. Unenclosed accessory structures attached to buildings with habitable spaces and projections, such as decks, shall be protected by one of the following methods: Constructed with either noncombustible materials, heavy timber as specified in the (2018 IBC section 2304.11) or exterior grade ignition resistant materials as specified in the (2018 IBC section 2303.2). Or constructed so that all exposed structural members are enclosed with an approved one hour assembly by the Building Official, or constructed in coordination with the Planning Department upon approval of a wildfire mitigation plan addressing defensible space criteria provided in CDC Section 17.6.1(A) – Fire Mitigation and Forestry Management. All appendages and projections regardless of method of construction shall provide a cleanable ground surface, as applicable. The fire mitigation approach will require a planning department sign off on the inspection record, prior to the framing inspection.

2. Section 103.1, ~~Creation of Enforcement~~ Code Compliance Agency. Section 103.1 is hereby amended to read:

"Section 103.1, Creation of Enforcement Agency. The Planning and Development Services Department, Building Division, ~~is hereby charged with enforcing the IRC, with the Building Official acting as the code official.~~ is hereby created and the official in charge thereof shall be known as the *building official*. The function of the agency shall be the implementation, administration and enforcement of the provisions of this code.

Section 103.2, Appointment. Section 103.2 is hereby deleted in its entirety due to the administrative provisions set forth herein.

3. Section A103.3, Deputies. Section 103.3 is hereby deleted in its entirety due to the administrative provisions set forth herein.
4. ~~Chapter 14, Part 8 Chapters 34-43, Electrical. Delete chapters 34-43 in their entirety.~~
5. ~~M1901.2, Cooking Appliances. Delete in entirety.~~
6. ~~1901.3, Prohibited Location. Delete in entirety.~~
5. Insert Section R109.1.6 Inspections and Testing.

"Section 107.2 Required inspections and testing: This section shall be supplemented by adding with all required inspections posted and requested by the Town of Mountain Village Building Official. Some of which are:

DWV pressure test may be by a 10' head of water or with 5 pounds of air pressure for 15 minutes.

Gas pipe shall be tested with 15 pounds of air pressure for 20 minutes.

Water service line shall be tested with working pressure or 60 lbs. of air for 20 minutes.

Hydronic heat tubing shall be tested with 60 lbs. of air.

6. Delete Section R112 Board of Appeals : See section 17.1.8 of the Building Regulations.

7. Chapter 2 Definitions: Replace or add the definitions below with the following:

a. "Fire separation distance: The distance measured from the exterior building face to one of the following:

1. The closest lot line.

2. To the centerline of a street, alley, or public way. Adjacent zoned Active or Passive Open Space parcels will be interpreted as a public way for the purposes of determining fire separation distance."

3. The required fire separation between two buildings as determined by the fire code as exercised by minimum distance between buildings on the same lot OR executing "no build" easements as necessary when on separate lots.

b. "General Contractor": The general contractor shall be the main firm or person that contracts with the property owner or developer to undertake a project covered by the Building Regulations that is responsible for all work on each job site and oversees the subcontracting trades. The General Contractor acts as the agent of the owner and signs all required applications and forms with the Town with authority to bind the owner to the terms and conditions of such applications and forms.

c. "Heavy Timber". Wood Columns shall be sawn or glued laminated and shall not be less than 8" in any dimensions. Wood beams and girders shall be of sawn or glued-laminated timber and shall be not less than 6" nominal in width and not less than 10' nominal in depth."

d. "High Rise Building. Amend by replacing with "A building with an occupied floor located more than 65 feet above the lowest level of fire department vehicle access."

e. "Qualified Individual: An individual who has passed the International Code Council test which covers the applicable currently adopted code or has passed the International Code

Council test which covers the applicable currently adopted code and achieved ongoing training updates to the currently adopted codes in the form of a minimum of ~~87~~ classroom hours or ~~87~~ CEU's to update their license in accordance with the Contractor Licensing Regulations.

f. Plan Review Fee: The plan review fee is a document preparation fee applicable to all permits."

g. Detached: A structure separated from another structure by separate foundation and exterior siding material by a minimum of six feet (6') or applicable code required exterior wall separations, whichever is most restrictive.

~~8. Amend by inserting:~~

~~R302.4.1.1.1 Waste and or linen. A shaft enclosure containing a recycling, or waste or linen chute shall not be used for any other purpose and shall be 1-hour fire rated with self-closing doors. Where passing through more than 1 floor an NFPA 13d sprinkler head shall be installed at the top of the shaft. Doors into chutes shall be self-closing. Discharge doors shall be self- or automatic-closing upon the actuation of a smoke detector, except that heat-activated closing devices shall be permitted between the shaft and the discharge room.~~

8. R302.7 Under-stair protection. Shall be amended to read,

Enclosed accessible space under stairs shall have walls, under-stair surface and any soffits protected on the enclosed side with 5/8" gypsum board. "Whenever plumbing or mechanical equipment located below a stairway the minimum headroom below the stair shall be 48" and" the walls and soffits within enclosed usable spaces under stairways shall be protected by 1-hour fire-resistance -rated construction or the current fire-resistance rating of the stairway enclosure.

~~12. R311.7 Stairways. Amend by inserting decorative or portable ladders such as for built in bunk beds are excluded from any requirements.~~

~~13. —~~

~~R313.1 Townhouse automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in townhouses.~~



~~Exception: An automatic residential fire sprinkler system shall not be required when additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed.~~

9.

~~R313.1.1~~ R309.1.1 Design and installation. Automatic residential fire sprinkler systems for townhouses shall be designed and installed in accordance with, amend by deleting "Section P2904" amend by inserting "NFPA 13D."

10.

~~R313.2~~ Amend section R309.2 to read: One- and two-family dwellings automatic fire systems. An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings where the finished habitable space exceeds 3600 square feet and includes conditioned habitable basement area.

Exception: An automatic residential fire sprinkler system shall not be required for additions or alterations to existing buildings that are not already provided with an automatic residential sprinkler system.

11.

~~R313.2.1~~ Design and installation. Automatic residential fire sprinkler systems shall be designed and installed in accordance with, amend by deleting "P2904" amend by inserting "NFPA 13 D."

~~R313.1.1~~ R309.2.1 Design and installation. Automatic residential fire sprinkler systems for townhouses shall be designed and installed in accordance with, amend by deleting "Section P2904" amend by inserting "NFPA 13D."

12.

R904.3 Material specifications and physical characteristics. Roof covering material shall conform to the applicable standards listed in this chapter. Amend by inserting, "Metal roofing and all associated metal roofing products shall not be required to be corrosion resistant or listed by any agency in the Town of Mountain Village. Where installed, they shall be a minimum of 22 gauge."

18.—

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~~"Table N1102.1.2 shall be amended in Climate Zone 6B under wood framed wall R value.~~

~~19.—~~

~~Insert: R-29 cavity insulation shall equal the prescriptive requirement of R5+20.~~

~~20.—~~

~~N1103.5.1 Circulation Systems. Heated water circulation systems shall be provided with a means of circulation. The system return pipe shall be a dedicated return pipe or a cold water supply pipe.~~

~~Delete "Gravity and thermosyphon circulation systems shall be prohibited." And insert "Gravity circulation systems shall be allowed and encouraged."~~

~~21.—~~

~~N1103.5.3 Hot Water Pipe Insulation.~~

~~Exception 3. Piping amend by inserting, "shall not be" located outside the conditioned space excluding properly mixed heating systems mixed with Glycol or approved anti-freeze compound installed in heated flooring.~~

~~22.—~~

~~M1502.4.6 Length Identification. Where the exhaust duct equivalent length exceeds 35 feet, the equivalent length of the exhaust duct shall be identified on a permanent label or tag.~~

~~14.—~~

~~M1503.3 Exhaust Discharge. Domestic cooking exhaust equipment shall discharge to outdoors through a duct. The duct shall have a smooth interior surface, shall be airtight, shall be equipped with a backdraft damper and shall be independent of all other exhaust systems. Ducts serving domestic cooking equipment shall not terminate in an attic or crawl space or areas inside the building.~~

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~~Exception: This exception shall be deleted in entirety. Section M1503.3 Delete the exception in its entirety.~~

13. Chapter 22 Special piping and Storage Systems. Delete in entirety.

14. ~~Section 1805.4.2 Foundation Drain. Amend by inserting:~~ Insert section R401.3.1:

Foundation drains are part of the foundation system. The design professional shall state in a report whether the foundation drain shall be designed and / or inspected by a Colorado registered professional engineer of record.

~~26. Section G2447 Cooking Appliances. Delete section G2447.2 Prohibited Location and Section G2447.3 Domestic Appliances in entirety.~~

15. *Plumbing.*

~~a. Section P2503.5.1, Rough Plumbing. Insert the words "Building Sewer and" Delete the words "for piping other than plastic."~~

~~b. Section P2603.5 Freezing. Delete the words "by insulation or heat or both." Delete the words "12 inches" and insert "48 inches".~~

a. *P2603.5.1 Sewer Depth.* Insert the number "48" regarding burial depth.

~~d. Section P2706.1, Waste Receptors. Add: "Waste Receptors used for condensate disposal are permitted in any readily accessible location."~~

~~e. Section P2903.9.3, Fixture Valves and Access. Add: Wall mounted sinks.~~

b. *Section P2904.1 Dwelling Unit Fire Automatic Sprinkler Systems.* The design and installation of residential fire sprinkler systems shall be in accordance with NFPA 13D only. Amend by Inserting, "no P2904 systems shall be allowed in the Town of Mountain Village."

c. *Section P2911 On Site Nonpotable Water Reuse Systems.* Delete in its entirety.

d. *Section P2912 Nonpotable Rainwater Collection and Distribution Systems.* Delete in its entirety.

e. *Section P2913 Reclaimed Water Systems.* Delete in its entirety.

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- j. ~~Section P3001.2 Protection from freezing. Delete the words "by insulation or heat or both."~~
- f. *Section P3009 Subsurface Landscape Irrigation Systems.* Delete this section in entirety.
- l. ~~Section P3303.1.3 Electrical. Delete the words "Chapters 34 through 43 and insert the currently adopted NEC". Delete chapters 34-43 in entirety.~~
- g. *Chapter 44 Referenced Standards.* Insert Current edition of the "NRCA" National Roofing Contractors Association.
16. *Appendix A. Sizing Capacities of Gas Piping* Appendix A is a reference standard hereby adopted into the ~~2018~~ 2024 IRC.
17. *Appendix C. Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems:* Appendix C is a reference standard hereby adopted into the ~~2018~~ 2024 IRC.
18. *Appendix G. Swimming Pools, Spas and Hot Tubs:* Appendix G is a reference standard hereby adopted into the ~~2018~~ 2024 IRC.
- ~~31. All other appendices of the IRC not adopted herein are hereby deleted in their entirety.~~

## **17.7.12 International Energy Conservation Code.**

- A. *Adoption.* The Town of Mountain Village hereby adopts and incorporates herein by reference as the energy conservation code of the Town the International Energy Conservation Code, 2021 Edition ("IECC") as published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478 and the model electric ready and solar ready code on file at the Town of Mountain Village, 455 Mountain Village Blvd., Suite A, Mountain Village, CO 81435;
- B. *Amendments, Additions, and Modifications.* The IECC is hereby amended as follows:
1. *Section C101.* Section C101 of the IECC is hereby amended as follows:
    - a. *Section C101.1, Title.*
-

This Code shall be known as the International Energy Conservation Code of the Town of Mountain Village and shall be cited as "this code" or the "IECC" and the Colorado Model Electric Ready and Solar Ready Code.

- b. *Section C101.5.2, Insert: Scope and General Requirements.* Add Section C101.5.2 to read:

Section C101.5.2 Creation of Agency. The Town of Mountain Village Building Department is hereby charged with enforcing the IECC, and the official in charge thereof shall be known as the code official.

- c. *Section C104.2, Fee Schedule.* Delete and replace with: "All fees shall be per the Planning and Development Services Fee Schedule."

~~2. *Section R101.* Section R101 of the IECC is hereby amended as follows:~~

- ~~a. *Section R101.1, Title.*~~

~~This Code shall be known as the International Energy Conservation Code of the Town of Mountain Village and shall be cited as "this code" or the "IECC" and the Colorado Model Electric Ready and Solar Ready Code.~~

- ~~b. *Section R101.5.2, Scope and General Requirements.* Add Section R101.5.2 to read:~~

~~Section R101.5.2 Creation of Agency. The Town of Mountain Village Building Department is hereby charged with enforcing the IECC, and the official in charge thereof shall be known as the code official.~~

- ~~c. *Section R104.2, Fee Schedule.* Delete and replace with: "All fees shall be per the Planning and Development Services Fee Schedule."~~

2. *Section R401.* Section R401 of the IECC is hereby amended as follows:

- a. *Section R401.2, Applications.* Delete and replace with: "Residential Buildings shall comply with Section 401.2.1."

- b. *Section R401.2.1, Prescriptive Compliance Option.* Delete and replace with:

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R401.2.1 Local Energy Saving Measures.

a. Scope. The following requirements apply to all new residential construction, remodels, or additions, including without limitation single-family dwellings, multifamily dwellings, and mixed-use developments.

b. Mandatory Requirements. All projects shall comply with the local energy savings measures as set forth herein.

c. HERS Ratings.

i. All new detached single-family or detached condominium dwellings shall achieve one of the following Home Energy Rating System ("HERS") ratings prior to the issuance of a building permit based on the gross floor area of the home. A prescriptive method may be used for homes 3,600 square feet or less with no HERS verification prior to a Certificate of Occupancy. The prescriptive or performance (HERS) method shall be confirmed prior to issuing a building permit. Performance methods must meet the follow HERS ratings outlined below.

(a) 3,601 sq. ft. to 7,000 sq. ft.: HERS rating of 60 or lower.

(b) 7,001 to 13,000 sq. ft.: HERS rating of 55 or lower

(c) 13,001 sq. feet and larger: HERS rating of 50 or below.

A confirmed HERS rating is required at or before CO. Where no exterior snowmelt is included on the project either electrical or gas, the lowest required HERS rating shall be 60.

d. Smart Building Program. (Ordinance 2015-02) The intent of the Smart Building Program ("Program") is to reduce the amount of energy and greenhouse gas emissions produced in the community through the promotion of energy efficient designs and building practices.

i. The following incentives are provided to accomplish the intent of the Program:

(a) Renewable Energy. A renewable energy 20% building permit fee discount shall be provided when (1) there is no exterior energy use; and (2) at least 20% of the estimated energy use is offset by a renewable energy source.

(b) Roof Design. Roofs are designed to function in this climate without the need for snowmelt systems and with snow and ice fall safety measures (protected entries). Roofs free of snowmelt systems are eligible for a 20% building permit fee discount. This would apply to new buildings and additions only (the rebate only applies to the portion of the permit that includes new square footage), and designs that meet this requirement must be approved by the Building Official.

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(c) Exterior Energy Use: Buildings designed with no exterior energy use elements other than lighting are eligible for an additional 15% building permit fee discount. When this rebate is awarded, a covenant shall be recorded for the property with the Town, acknowledging the acceptance of the owner's forfeit of right to install any exterior energy use items after obtaining the CO for a period of fifty years. If during this period after CO it is found that exterior energy use items are desired by the owner and installed, the awarded rebate pertaining to exterior energy use shall be returned to Mountain Village per the terms of the agreement.

(d) Interior Energy Use HERS Rating: Buildings designed with a HERS rating below 50 are eligible for a building permit fee discount. The discount calculation begins at a HERS rating of 50. A new building with a HERS rating of 50 would pay 100% of the building permit fee. The building permit fee would be reduced proportionately with the percentage reduction in the HERS rating. For instance, a HERS score of 25 is a 50% reduction in the building permit fee. ~~A HERS score of 53 would result in a 100% building permit fee discount. HERS ratings can be lowered by either on-site or off-site solar photovoltaic systems.~~

These four (4) owner incentives can be used collectively toward a building permit fee discount. Maximum collective building permit fee discount available with the Program efficient home design is 100% of the building permit fee.

ii. Exterior Energy Use. The IECC or accepted performance compliance methods do not address exterior energy use. However, it is the intent of the Program to include all energy use on site in the evaluation of the building's performance regarding energy use. Therefore, the energy required of exterior snowmelt systems, as well as site-built pools and spas must also be offset with renewable energy via the Offset Program (see below).

iii. Program Scope. The Program shall apply to site built outdoor, spas, pools and all exterior energy used for snowmelt.

iv. Snowmelt.

(a) All snowmelt systems on the property shall be offset via the Renewable Energy Mitigation Program (REMP) except for:

(i) Single-family Development: 1,000 square feet of exempt hydronic snow melt that shall be allowed without mitigation located only on the main drive and/or code required exit walkways, decks, stairs and landings.

(ii) Multifamily, Mixed Use and Commercial Development:

1,000 sq. ft. plus 50 square feet per dwelling unit of exempt hydronic snow melt that shall be allowed without mitigation located only on the main drive(s) decks, amenity areas and/or code required exit walkways, stairs and landings.

(iii) Attached single-family units reviewed from the IRC (Duplex and Townhomes). 500 square foot of exempt per dwelling unit hydronic snowmelt shall be allowed without mitigation located only on the main drive and/or code required exit walkways, decks stairs and landings.

(iv) Pedestrian routes and plaza areas in the Village Center and other public use areas.

(v) Pool deck areas for multifamily or mixed-use hotbed development sites as envisioned in the Comprehensive Plan.

v. Spas. Factory built spas (hot tubs) that ~~are in compliance~~ comply with the current California Energy Commission requirements in section 1604 of title 20 and have a maximum standby energy use of 205 watts per hour are exempt. Spa energy uses above 205 watts per hour adjusted for local climatic conditions are included in renewable energy mitigation offset requirements. Proof that the site-built spa meets this requirement may be provided by a Town engineering consultant, if needed, and will be at the expense of the owner. The owner of said property shall have the option of providing energy from a Town approved renewable energy system, or making payment in lieu, or a combination of both, in order to offset energy used by exterior energy use equipment with renewable energy sources.

vi. Exterior Pools. Exterior heated swimming pools must prove compliance with the currently adopted Energy Codes. The Council may waive the need to offset exterior pool heating for projects that are envisioned in the Comprehensive Plan or may use a portion of the project revenues to pay for part of or all the energy offset.

~~vii. Heated Garages. Heated garages must prove compliance with the currently adopted Energy Codes. This can be accomplished with a free program known as RES-Check. The garage would be included in the Res-Check calculation with the heated home. The blower-door test required as per R402.4.1.2 shall apply only to the homes habitable space and the air sealing for the garage shall be visually inspected.~~

vii. Exterior Energy Use Calculation. The total exterior energy use that must be offset with renewable energy, or payment made as a payment in-lieu as allowed in these regulations, will be calculated by the Town Building Official using the Build Smart Exterior Energy Calculation Spreadsheet ("Spreadsheet") - TMV Renewable Energy Mitigation Program - Outdoor Energy Use Worksheet (Appendix 17-2). The Spreadsheet calculations were developed using the standard amount of energy used by the exterior systems and adjusted for local climatic conditions. Alternate and creative engineering solutions to reduce exterior



energy use are encouraged and may be accepted as an offset method, when approved by the Building Official. The Spreadsheet will be updated regularly according to market fluctuations and may be amended and adopted by the annual Fee Resolution.

viii. Renewable Energy Credit Calculation. Renewable mitigation offsets may be produced on-site or off-site and must be approved by the Town. On site renewable energy methods receive double credit for offset purposes. For example, if a town approved renewable energy source such as solar, geothermal heat pump, etc. installed on site produces 4KW then it will get credit for offsetting 8KW of exterior energy use. As new technology or other offsite renewable energy projects come on-line, they may also be considered as approved systems by the Building Official. Where the necessary amount of renewable energy is unattainable on-site, a combination of renewable energy methods may be used.

ix. Payment In-lieu. The Town has the resources and ability to install renewable energy systems on public property or invest in offsite renewable energy systems that will offset exterior energy used in the community. If preferred by the property owner, the Town may accept payment from the owner of the affected property, in lieu of providing energy produced by a Town approved renewable energy system, Or, the Town may accept partial payment in lieu from the affected property owner that provides only partial energy produced by a Town approved on-site or off-site renewable energy mitigation system. The owner shall make payment prior to receiving the building permit. The payment in lieu shall be calculated using the Spreadsheet.

x. Approved Renewable Energy Systems. All renewable energy systems proposed as part of the Build Smart Renewable Mitigation Program must be approved in advance by the Building Official. An engineering analysis may be required for calculating the renewable energy mitigation credit produced by an on- or off-site system. Review of the system by a Town engineering consultant, if needed, will be at the expense of the owner.

(a) On-site renewable energy systems provided to offset exterior energy use will be required to be maintained and operated for the lifetime of the property, through a written agreement with the property owner and a covenant on the property.

(b) Off-site renewable mitigation shall only be approved by the Building Official if, through a written agreement: (1) the system is legally tied to the property using exterior energy use with the inability to transfer to another property; and (2) the Town can easily verify at any time the off-site renewable energy system continues to provide renewable energy as provided for herein, with no restrictions on the Town's ability to access renewable energy utility information.

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- xi. Shut-off Timers. Exterior energy use such as outdoor firepits and exterior gas illumination fixtures shall be required to have timers with a maximum of 60 minutes and shall not have continuously burning pilots.
  - xii. Appropriation of funds. All REMP payments in lieu received by the Town shall be deposited into a separate account with the Town to be used for energy reducing town projects and programs that benefit the community. Carbon reducing town projects and programs may be considered an appropriate use of REMP funds with Town Manager approval.
  - xiii. Engineered Heating Systems. All detached single-family dwellings with equipment that meets the requirements for commissioning must have engineered heating systems. Where mechanical ventilation is required high efficiency energy recovery ventilators or heat recovery units shall be utilized for this purpose.
  - xiv. Direct Vent Furnace. When the scope of the work of an addition to a dwelling or a remodel of a dwelling requires replacement of a furnace, the furnace shall be replaced with a direct vent unit that has a minimum 92 percent AFUE.
  - xv. Direct Vent Boiler. When the scope of the work of an addition to a dwelling or a remodel of a dwelling requires replacement of a boiler, the boiler shall be a direct vent unit that has a minimum 90 percent AFUE.
  - h. Fireplaces. Fireplaces located in sleeping areas must have shut off timer with 90 minute maximum or thermostat setting maximum of 80 degrees. Wood burning fireplaces shall meet the Solid Fuel Burning Device Regulations.
  - ~~i. Programmable Thermostats. Programmable thermostats are required for forced air central heating and cooling systems.~~
  - ~~j. Automatic Exhaust Fan Switches. Timers, humidistats or motion sensors are required for bath exhaust fans.~~
  - ~~k. Local Insulation Requirements.~~
    - ~~i. Headers shall be insulated full open depth.~~
    - ~~ii. Framed corners must be capable of being insulated.~~
    - ~~iii. Shaft and knee walls for skylights shall be insulated as exterior walls and provided with adequate backing to support the insulation.~~
  - i. Range Hood Ducting. Range hoods are required and must be ducted to the exterior.
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- j. Mechanical Systems Commissioning and Completion Requirements. Engineering and commissioning of the mechanical and hot water heating systems shall be required on all residential where any of the following apply:
- k. The equipment input rating exceeds 200,000 btu.
- l. The heated water exceeds 210 deg. F
- m. The heated water or water glycol storage capacity exceeds 120 gallons. Prior to the approval of the final mechanical inspection, the registered design professional shall provide evidence of mechanical systems commissioning and completion of the mechanical system installation to the Building Official.
- n. Systems Adjusting and Balancing. HVAC systems shall be balanced in accordance with generally accepted engineering standards. Air and water flow rates shall be measured and adjusted to deliver final flow rates within the tolerances provided in the product specifications.
- o. Air Systems Balancing. Each supply air outlet and zone terminal device shall be equipped with a means for air balancing in accordance with the International Mechanical Code. Discharge dampers are prohibited on constant volume fans and variable volume fans with motors of 10 hp (7.35 kW) and larger. Air systems shall be balanced in a manner to first minimize throttling losses then, for fans with system power of greater than 1 hp (735 W), fan speed shall be adjusted to meet design flow conditions.
- Exception: Fans with fan motor horsepower of 1 hp (735 W) or less.
- p. Hydronic Systems. Balancing. Individual hydronic heating and cooling coils /zones shall be equipped with means for balancing and measuring flow. Hydronic systems shall be proportionately balanced in a manner to first minimize throttling losses, then the pump impeller shall be trimmed, or pump speed shall be adjusted to meet design flow conditions. Each hydronic system shall have either the capability to measure pressure or temperature across the pump or shall have test ports at each side of each pump.
- Exceptions: pumps with pump motors of 5 hp (3677 W) or less where throttling results in not greater than 5 percent of the nameplate horsepower draw above that required if the impeller were trimmed.
- q. Functional Performance Testing. Functional performance testing shall be in accordance with the requirements of this section.
- r. Equipment. Equipment functional performance testing shall demonstrate the installation and operation of components, systems, and system-to-system interfacing relationships in accordance with approved plans and specifications so that operation, function, and
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maintenance serviceability for each of the commissioned systems is confirmed. Testing shall include all specified modes of control and sequence of operation, including under full-load, part-load and all of the following emergency conditions:

- i. Each mode as described in the sequence of operation.
- ii. Redundant or automatic backup mode.
- iii. Performance of alarms.
- iv. Mode of operation upon a loss of power and restoration of power.
- s. Controls. HVAC control systems shall be tested to document that control devices, components, equipment, and systems are calibrated, adjusted and operated in accordance with the approved plans and specifications. Sequences of operation shall be functionally tested to document that they operate in accordance with the approved plans and specifications.
- t. Economizers. Air economizers shall undergo a functional test to determine that they operate in accordance with the manufacturer's specifications.
- u. Acceptance. Buildings, or portions thereof, shall not pass the final mechanical inspection until such time as the code official has received a final commissioning report from the design professional.
- v. System Balancing Report. A written report describing the activities and measurements completed shall be provided.
- w. Final Commissioning Report. A complete report, signed and sealed by the registered design professional, documenting that the mechanical and service water heating systems comply with the International Energy Conservation Code, the approved plans and manufacturer's specifications shall be provided to the Building Official.
- x. Site Built Spas and Pools. Site built pools and Spas shall be insulated equivalent to current California Energy compliant factory built hot tubs and spas or be offset by a Town approved renewable energy source.

c. *Section R401.2.2, Total Building Performance Option.* Delete in its entirety.

d. *Section R401.2.3, Energy Rating Index Option.* Delete in its entirety.

e. *Section R401.2.4, Tropical Climate Region Option.* Delete in its entirety. (Ord. No. 2024-07 §3 (Exh. A)).

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### **17.7.13 International Mechanical Code.**

A. *Adoption.* The Town of Mountain Village ("Town") hereby adopts and incorporates herein by Reference as the mechanical code of the Town of Mountain Village the International Mechanical Code, ~~2018~~ 2024 Edition, ("IMC") published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478.

B. *Amendments, Additions and Modifications.* The IMC 2018 Edition is hereby amended as follows:

1. *Section 101.* Section 101 of the IMC is hereby amended as follows:

"Section 101.1, Title. These regulations shall be known as the Mechanical Code of the Town of Mountain Village, Colorado, hereinafter referred to as "this code" or the "IMC."

2. *Section 101.2 Scope.* Delete the following exception in entirety. "Exception: Detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures shall comply with the international Residential Code."

3. *Section 103.1, General.* Section 103.1 is hereby amended to read:

Section 103.1, General. "Section 103.1 is hereby amended to read: The Building Division is hereby charged with enforcing the IMC, with the Building Official acting as the code official."

4. *Section 103.2, Appointment.* Section 103.2 is hereby deleted in its entirety due to the administrative provisions set forth herein.

5. *Section A103.3, Deputies.* Section 103.3 is hereby deleted in its entirety due to the administrative provisions set forth herein.

6. *Section 106.* Section 106 of the IMC is hereby amended as follows:

Section 106.3.1, Construction documents. "A Colorado Licensed Professional Mechanical Engineer shall provide stamped drawings for approval to the Building Official. Exceptions may be allowed at the discretion of the Building Official."

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~~Section 106.6.2~~ 108.2.1, Fee Schedule. Insert, "All fees shall be per the Planning and Development Services Fee Schedule."

7. ~~Insert Section 107.2-111.2.6.~~ Required inspections and testing. Amend by adding to item a. "Hydronic piping shall be tested at 60 lbs. air pressure. Amend by adding item 3. Sealed combustion. Amend by adding item 4. PVC vent piping both intake and exhaust installations must be pressure tested with air at 5 PSI for 15 minutes."
8. ~~Section 109.112, Means of Appeal.~~ Board of Appeals: Delete and replace with section 17.7.8 of the Building Regulations.
9. Section 306.2 Appliances in rooms. Delete "30" from the exception and insert "not less than 48" high."
10. Delete section 307.2.1.1 condensate discharge in its entirety.
11. Delete section 504.6 Booster fans prohibited in its entirety.
- ~~10. Section 505.3 Exhaust ducts. Delete exception 1. "Exception 1. In other than groups I-1 and I-2 where installed in accordance with the manufacturer's instructions and where mechanical and or natural ventilation is otherwise provided in accordance with chapter 4, listed and labeled ductless range hoods shall not be required to discharge to the outdoors."~~
- ~~11. Section 805.6 Decorative Shrouds. Amend by inserting, "decorative shrouds shall be 3rd party special inspection approved by the appliance installer that the shroud is used on. The installer shall verify the shroud works properly with the appliance."~~
- ~~12. Section 917.2 Domestic appliances. Delete this section in entirety. "Cooking appliances installed within dwelling units and within areas where domestic cooking operations occur shall be listed and labeled as household appliances for domestic use."~~
12. Section 1203.3.4 Solvent-cemented joints. Amend by inserting, An approved "visible" primer.
13. Section 1208 Test.1208.1 General. Shall be amended to read "Hydronic piping shall be tested at 60 PSI. The duration of each test shall be not less than 15 minutes."
14. Section 1209.5 Thermal barrier required. Amend by inserting "Where used as snow melt a minimum of R-15 insulation is required beneath and alongside."

15. *Appendix A Chimney Connector Pass-Through.* Appendix A is a reference standard hereby adopted into the 2018 IMC.

## **17.7.14 International Fuel Gas Code.**

A. *Adoption.* The Town of Mountain Village hereby adopts and incorporates herein by reference as the fuel gas code of the Town the International Fuel Gas Code, ~~2021~~2024 Edition ("IFGC") as published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478.

B. *Amendments, Additions, and Modifications.* The IFGC is hereby amended as follows:

1. *Section 101.* Section 101 of the IFGC is hereby amended as follows:

a. *Section 101.1, Title.*

These regulations shall be known as the Town of Mountain Village Fuel Gas Code, hereinafter referred to as "this code" or the "IFGC."

b. *Section 101.2, Scope.* Delete the following exception in entirety: "Exception: Detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures shall comply with the International Residential Code."

c. *Section 103.1, General.* Section 103.1 is hereby amended to read:

Section 103.1 Creation of Agency. The Town of Mountain Village Building Department is hereby charged with enforcing the IFGC, and the official in charge thereof shall be known as the code official.

d. *Section 103.2, Appointment.* Section 103.2 is hereby deleted in its entirety due to the administrative provisions set forth herein.

e. *Section 103.3, Deputies.* Section 103.3 is hereby deleted in its entirety due to the administrative provisions set forth herein.

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- f. *Section 109.2, Fee Schedule.* Delete and replace with: "All fees shall be per the Planning and Development Services Fee Schedule."
- g. *Section 107.2, Inspections and Testing.* Amend by inserting under item 2, "gas pipe shall be tested with 15 PSI for 20 minutes. A category 3 or 4 appliance exhaust vent shall be tested at 5 PSI for 15 minutes."
- h. *Section 113, Means of Appeal.* Board of Appeals: Delete and replace with Section 17.7.8 of the Building Regulations.
- i. *Section 406.4.1, Test Pressure.* Amend by inserting:

The test pressure for gas piping shall be 15 PSI air for 20 minutes minimum. Where the design gas pressure inside the building is greater than 5PSI the pipe shall be welded and tested at 60 PSI for 20 minutes. Category 3 and 4 appliance exhaust pipes shall be tested at 5 pounds for 15 minutes.

~~j. Insert new section:~~

~~Section 409.5.4, Gas Fireplace in Sleeping Room Areas. A timer, or permanent thermostat shall be provided to control the main burner operation, shall have a maximum operating time of 1 hour and a maximum temperature setting of 85 degrees Fahrenheit. The control for the timer or thermostat shall be in the same room as the gas fireplace.~~

~~k. Insert new section:~~

~~Section 623.3.1, Exhaust Discharge. Domestic cooking exhaust equipment shall discharge to outdoors through a duct. The duct shall have a smooth interior surface, shall be airtight, shall be equipped with a backdraft damper, and shall be independent of all other exhaust systems. Ducts serving domestic cooking equipment shall not terminate in an attic or crawl space or areas inside the building.~~

- j. *Appendix A, Sizing and Capacities of Gas Piping.* Appendix A is a reference standard hereby adopted into the 2021 IFGC.



k. *Appendix C, Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems.*

Appendix C is a reference standard hereby adopted into the 2021 IFGC. (Ord. No. 2024-06 §3 (Exh. A)).

### **17.7.15 International Property Maintenance Code.**

A. *Adoption.* The Town of Mountain Village hereby adopts and incorporates herein by reference as the Property Maintenance Code of the Town, the International Property Maintenance Code ~~2018~~ 2024 Edition, ("IPMC") as published by the International Code Council, Inc. 4051 West Flossmoor Road, Country Club Hills, IL 60478.

Amendments, Additions and Modifications. The IPMC is hereby amended as follows:

1. "Section 101.1, Title. These regulations shall be known as the Town of Mountain Village Property Maintenance Code, hereinafter referred to as "this code" or the "IPMC"."

2. Section 103.1, General. Section 103.1 is hereby amended to read:

"Section 103.1, General. The Building Division is hereby charged with enforcing the IPMC, with the Building Official acting as the code official."

3. Section 103.2, Appointment. Section 103.2 is hereby deleted in its entirety due to the administrative provisions set forth herein.

4. Section A103.3, Deputies. Section 103.3 is hereby deleted in its entirety due to the administrative provisions set forth herein.

5. Section 505.4. Water Heating Facilities. Delete the words "unless adequate combustion air is provided."

6. Section 505.5 Non-potable water reuse systems. Delete 505.1 and 5.5.5.1 in entirety.

7. *Section 604.1 ~~Electrical~~ Facilities Required.* Amend by inserting, "and the latest adopted edition of the NFPA 70 the National Electrical Code."

8. *Section 111 Means of Appeal.* Board of Appeals: Delete and replace with section 17.7.8 of the Building Regulations.

## 17.7.16 National Electric Code.

A. *Adoption.* The Town of Mountain Village hereby adopts and incorporates herein by reference as the Electrical Code of the Town, the ~~2020~~ 2023 National Electrical Code ("NEC") "also known as NFPA 70 "as published by the National Fire Protection Association Inc, and adopted as the electrical code of the State of Colorado.

B. The NEC shall be reviewed to be re-adopted as the electrical code for the Town of Mountain Village when the State of Colorado adopts such updated versions as the electrical code for the State of Colorado.

C. *Amendments, Additions and Modifications.* "Previous editions and amendments of the National Electrical Code are replaced with the 2020 National Electrical Code which includes" amendments as follows:

1. The Building Division is charged with administering and enforcing the provisions of the NEC.
2. *New Section Fees.* Permit fees shall be based on the Planning and Development Services adopted Fee Schedule and shall supersede and replace any fee schedule adopted by the International Electrical Code or the State of Colorado.
3. ~~200.6 Means of Identifying Grounded Conductors. Amend by inserting:~~

~~a.—~~

~~Sizes 6 AWG or Smaller. An insulated grounded conductor of 6 AWG or smaller shall be identified by one of the following means:~~

~~Amend by deleting items 1-3 and replacing with:~~

~~I. A continuous white outer finish "for 120-volt ground to ungrounded single phase and three phase systems."~~

~~II. A continuous gray outer finish "for 277-volt ground to ungrounded 3 phase systems."~~

~~III. Three continuous white "for 120 volts" or gray stripes "for 277 volts" along the conductor's entire length on other than green insulation or 3 wraps of corresponding phase tape at each termination point.~~

~~b. Sizes 4 AWG or Larger. An insulated grounded conductor 4 AWG or larger shall be identified by one of the following means:~~

~~Amend by deleting items 1-3 and replacing with:~~

~~i. A continuous white outer finish "for 120-volt ground to ungrounded single phase and three phase systems."~~

~~ii. A continuous gray outer finish "for 277-volt ground to ungrounded 3 phase systems."~~

~~iii. Three continuous white "for 120-volt" or gray stripes "for 277-volt" along the conductor's entire length on other than green insulation or 3 wraps of corresponding phase tape at each termination point.~~

~~4. 210.5 Identification for Branch Circuits. Amend by deleting section (a) and replace with the following text.~~

~~a. Means of Identification. The means of identification shall be by separate color coding, marking tape, tagging, or other approved means. 120 volts to ground shall be color coded Black and Red for single phase and Black, Red, and Blue for 3 phase. 277 volts to ground shall be color coded Brown, Orange, Yellow. The coding shall be top to bottom or left to right.~~

~~5. 215.12 Identification for Feeders. Amend by deleting section (a) and replace with the following text.~~

~~a. Means of Identification. The means of identification shall be by separate color coding, marking tape, tagging, or other approved means. 120 volts to ground shall be color coded Black and Red for single phase and Black, Red, and Blue for 3 phase. 277 volts to ground shall be color coded Brown, Orange, Yellow. The coding shall be top to bottom or left to right.~~

3. Section 300.5 C. Underground Cables and Conductors Under Buildings. Insert, "or manmade structures of concrete, wood etc.

~~7. Section 334.40 (B) Shall be amended by inserting the following:~~

~~(B) Devices of Insulating Material. Self-contained switches, self-contained receptacles, and nonmetallic-sheathed cable interconnector devices of insulating material that are listed~~

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~~"specifically for use in the occupancy group and type of construction installed and installed per installation instructions" shall be permitted to be used without boxes in exposed cable wiring and for repair wiring in existing buildings where the cable is concealed.~~

4. Section 408.4B Source of Supply. Amend by deleting. "In other than one-or-two – family dwellings." All switchboards, switchgear, and panelboards supplied by feeder(s) in other than one-or-two family- dwellings shall be permanently marked to indicate each device or equipment where the power originates and voltage. The label shall be permanently affixed, of sufficient durability to withstand the environment involved, and not be handwritten.

5. Section 410.16 Luminaires in Clothes Closets Amend by inserting: Bunk bed, furniture sleeping area locations are required to have completely enclosed light source, with noninterchangeable bulbs."

6. Section 426.4 Continuous Load. Fixed outdoor electric deicing and snow-melting equipment shall be considered as a continuous load. Amend by inserting: "Overcurrent selection – shall be based on manufacturer installation instructions for minimum overcurrent device required to start-up at 0 degrees F and on developed length of heat tape per zone.

7. Section 426.13 Amend by inserting the following: The ~~presents~~ presence of outdoor electric deicing and snow-melting equipment shall be evident by the posting of appropriate caution signs or markings where clearly visible, labeling must include manufacturer of deicing equipment, wattage per foot, location on structure, length per zone. Labeling must be in location of over-current devices.

8. 426.21 Amend by inserting the following: Heating element assemblies shall be secured to the surface being heated by identified manufacturer straps. Exposed deicing cables must be secured within 12 inches of power junction box and every 4' linear feet thereafter.

~~13. 426.50 Amend by inserting the following: Where accessible to the user of the equipment, no more than 8' AFF and within site of the equipment.~~

~~14. Section 695.1 Scope (A) Covered. Amended by inserting the following:~~

~~"(C) NFPA 13 D Residential water pump motors where amended."~~

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9. Section 210.52.C.2 Remove and replace section with "At least one receptacle is required at kitchen islands and peninsulas and installed in accordance with section 210.52.C.3.

~~15. Section 695.6 (A) Supply Conductors Section (1) Shall be amended by adding the following:~~

~~"Supply Conductors for residential on-site NFPA 13d sprinkler system pumps shall be physically routed outside the building. The conductors' pumps and associated equipment shall be protected from potential damage by fire and protected from physical damage. Raceways where entering the building into the water pump room shall be EMT, IMC, or GRC and installed no higher than 3' above the finished floor. All Boxes shall have threaded hubs. Motor whips shall be flexible metal conduit, liquid tight flexible metal conduit or type MC Cable."~~

## **17.7.17 International Plumbing Code.**

A. *Adoption.* The Town of Mountain Village hereby adopts and incorporates herein by reference as the plumbing code of the Town the International Plumbing Code, ~~2021~~2024 Edition ("IPC") as published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478.

B. *Amendments, Additions, and Modifications.* The IPC is hereby amended as follows:

1. *Section 101.* Section 101 of the IPC is hereby amended as follows:

a. *Section 101.1, Title.*

These regulations shall be known as the Town of Mountain Village Plumbing Code, hereinafter referred to as "this code" or the "IPC."

b. *Section 101.2, Scope.* Delete the following exception in entirety:

Exception: Detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories high with separate means of egress and their accessory structures shall comply with the International Residential Code.

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- c. *Section 103.1, General.* Section 103.1 is hereby amended to read:

Section 103.1 Creation of Agency. The Town of Mountain Village Building Department is hereby charged with enforcing the IPC, and the official in charge thereof shall be known as the code official.

- d. *Section 103.2, Appointment.* Section 103.2 is hereby deleted in its entirety due to the administrative provisions set forth herein.

- e. *Section 103.3, Deputies.* Section 103.3 is hereby deleted in its entirety due to the administrative provisions set forth herein.

- f. *Section 1098.2, Fee Schedule.* Delete and replace with: "All fees shall be per the Planning and Development Services Fee Schedule."

- g. *Section 10711.2, Inspections and Testing.* Amend by inserting under item 2:

Gas pipe shall be tested with 15 PSI for 20 minutes. A category 3 or 4 appliance exhaust vent shall be tested at 5 PSI for 15 minutes.

- h. *Section 1132, Means of Appeal.* Board of Appeals: Delete and replace with Section 17.7.8 of the Building Regulations.

- ~~i. *Section 305.4.1, Sewer Depth.* Delete and replace with: "Private sewage disposal systems are prohibited in the Town. Building sewers shall be a minimum of 6 feet below grade."~~

- i. *Section 312.56, Water Supply System Test.* Amend by deleting the sentence "for piping systems other than plastic"; delete "50 PSI" and insert "60 PSI."

- j. *Section 502.5, Clearances for Maintenance and Replacement.* Shall be amended to read:

Appliances shall be provided with access for inspection, service, repair and replacement without disabling the function of a fire-resistance-rated assembly or removing permanent construction, other appliances or any other piping or ducts not connected to the appliance being inspected, serviced, repaired or replaced. A level working space not less than 36" in

length, 30 inches in width and 48" in height shall be provided in front of the control side to service an appliance.

~~l. Section 606.2, Location of Shutoff Valves. Amend by inserting:~~

~~1. On the fixture supply to each plumbing fixture other than "wall hung sinks", bathtubs and showers.~~

k. *Section 607.2, Hot or Tempered Water Supply to Fixtures.* Shall be amended to read:

The developed length of hot or tempered water piping, from the source of hot water to the fixtures that require hot or tempered water, shall not exceed 200 feet where minimum of R-3 insulation is installed to insulate the piping. Recirculating system piping and heat-traced piping shall be sources of hot or tempered water.

l. *Appendix E, Sizing of Water Piping.* Adopt entire Appendix E.

m. *Appendix F, Structural Safety.* Adopt entire Appendix F. (Ord. No. 2024-05 §3 (Exh. A)).

## **17.7.18 International Existing Building Code.**

A. *Adoption.* There is hereby adopted and incorporated herein by reference as the Existing Building Code of the Town of Mountain Village, the International Existing Building Code ("IEBC"), ~~2018~~ 2024 Edition, published by the International Code Council, Inc. 4051 West Flossmoor Road, Country Club Hills, IL 60478.

B. *Amendments, Additions and Modifications.* The International Existing Building Code, ~~2018~~ 2024 Edition is hereby modified as follows:

1. 101. Section 101 of the IEBC is hereby modified to read as follows:

"Section 101.1, Title. these regulations shall be known as the International Existing Building Code of the Town of Mountain Village, hereinafter referred to as "this code" or the "IEBC"

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2. "Section 103.1, General. The Planning and Development Services Department, Building Division, is hereby charged with enforcing the IEBC, with the Building Official acting as the code official."
3. Section 103.2, Appointment. Section 103.2 is hereby deleted in its entirety due to the administrative provisions set forth herein.
4. Section A103.3, Deputies. Section 103.3 is hereby deleted in its entirety due to the administrative provisions set forth herein.
5. ~~106.2.5 Exterior balconies and elevated walking surfaces. Delete this section in its entirety.~~
6. Section 108, Fees. Section 103.5 is hereby deleted in its entirety due to the administrative provisions set forth herein.
7. ~~Section 109.3.6 Weather-exposed balcony and walking surfaces waterproofing. Delete this section in entirety.~~
8. Section 112 Board of Appeals. Board of Appeals: Delete and replace with section 17.7.8 of the Building Regulations.
9. Section 116. Section 116 of the IEBC is hereby amended to read as follows:

~~"Section 116.1, Emergency Measures Imminent Danger~~ 116.1. Shall be amended to read, "When the Building Official has reason to believe and upon inspection found failure or collapse of a building that endangers life, or when any building or a part of a building has fallen and life is endangered by the occupation of the building, or when there is actual or potential danger to the building occupants or those in proximity of any structure due to explosives, explosive fumes or vapors, or the presents of toxic fumes or vapors, or the presence of toxic fumes, gases or materials, or operation of defective or dangerous equipment, the code official shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure is Unsafe, No Occupancy Allowed." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition, or of demolishing the same." In the case of the Building Official having reason to believe and upon inspection found there is imminent danger of snow or ice falling from a building in a public area endangering the public, the Building Official will require the building owner remedy the danger within 24 hours of the danger being identified and ask that the public area be coned off in the interim for public safety purposes.

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### **17.7.19 International Swimming Pool and Spa Code.**

A. *Adoption.* The Town of Mountain Village hereby adopts and incorporates herein by reference as the Swimming pool and spa Code of the Town, the International Swimming Pool and Spa Code 2024 Edition, ("ISPSC") as published by the International Code Council, Inc. 4051 West Flossmoor Road, Country Club Hills, IL 60478.

Amendments, Additions and Modifications. The ISPSC is hereby amended as follows:

1. "Section 101.1, Title. These regulations shall be known as the Town of Mountain Village International Swimming Pool and Spa Code, hereinafter referred to as "this code" or the "ISPSC"."
2. Section 103.1, General. Section 103.1 is hereby amended to read:  
  
"Section 103.1, General. The Building Division is hereby charged with enforcing the ISPSC, with the Building Official acting as the code official."
3. Section 103.2, Appointment. Section 103.2 is hereby deleted in its entirety due to the administrative provisions set forth herein.
4. Section A103.3, Deputies. Section 103.3 is hereby deleted in its entirety due to the administrative provisions set forth herein.

~~A. *Adoption.* The Town hereby adopts and incorporates herein by reference the International Fire Code ("IFC") 2018 Edition, published by the International Code Council, Inc., 4051 West Flossmoor Road, Country Club Hills, IL 60478 as adopted by Resolution from time to time by the San Miguel County Fire Protection District.~~

~~C. *Amendments, Additions and Modifications.* The IFC 2012 Edition is hereby amended as follows:~~

- ~~1. Section 103.1 General. Section 103.1 is hereby amended to read as follows:~~

~~ADD 103.1.1 The term fire code official shall be changed to read Fire Marshal throughout this code.~~

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~~"Section 103.1 General. The Telluride Fire Protection District ("TFPD") is hereby appointed by the Town to act as the department of fire prevention. The Building Division may also serve as the department of fire prevention as circumstances warrant." The department of fire prevention shall be under the direction of the fire code official."~~

~~2. Section 103.2 Appointment. Section 103.2 is hereby amended to read as follows:~~

~~"Section 103.2 Appointment. "The fire code official shall be the TFPD appointed Fire Marshal. The Building Official may also act as the fire code official as circumstances warrant."~~

~~3. *Right of Entry*. Section 104.3 is hereby amended to read as follows:~~

~~"104.3 Right of Entry. "Whenever it is necessary to make an inspection to enforce the provisions of this code, or whenever the Fire Marshal has reasonable cause to believe that there exists in a building or upon any premises any conditions or violations of this code which make the building or premises unsafe, dangerous or hazardous, the Fire Marshal shall have the authority to enter the building or premises at all reasonable times to inspect or to perform the duties imposed upon the Fire Marshal by this code. If such building or premises is occupied, the Fire Marshal shall present credentials to the occupant and request entry. If such building or premises is unoccupied, the Fire Marshal shall first make a reasonable effort to locate the building owner or other person having charge or control of the building or premises and request entry. If entry is refused, the Fire Marshal has recourse to every remedy provided by law to secure entry. Said person who refuses entry is in violation of Section 18-8-106 of the Colorado Revised Statutes."~~

~~4. 104.10.1 Assistance from Other Agencies. Section 104.10.1 is hereby amended to read as follows:~~

~~"104.10.1 Assistance from Other Agencies Police and other enforcement agencies shall have the authority to render necessary assistance in the investigation of fires and the enforcement of this code when requested to do so by the Fire Marshal."~~

~~5. 104.11.2. Obstructing Operations. Section 104.11.2 is hereby amended to read as follows:~~

~~"104.11.2 Obstructing Operations. No person shall obstruct the operations of the fire department in connection with the extinguishment or control of any fire, or actions relative to other emergencies, or disobey any lawful command of the fire chief or officer of the fire~~

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department in charge of the emergency, or any part thereof, or any lawful order of a police officer assisting the fire department. Said person shall be in violation of Section ~~18-8-104~~ of the Colorado Revised Statutes."

6. ~~105.1.1. Permits Required. Section 105.1.1 is hereby amended to read as follows:~~

~~"105.1.1 Permits Required. Any property owner or authorized agent who intends to conduct an operational business or install or modify systems and equipment which is regulated by this code, or to cause any such work to be done, shall first make application to the Fire Marshal and obtain the required permits. Permit fees, if any, shall be paid prior to the issuance of the permit. Issued permits shall be kept on the premises designated therein and shall be readily available for inspection by the Fire Marshal."~~

7. ~~105.4.1 Submittals. Section 105.4.1 is hereby amended to read as follows:~~

~~"105.4.1 Submittals. Construction documents and supporting data shall be submitted with each application for a permit and in such form and detail as required by this code, nationally recognized standards, and the Fire Marshal. The construction documents shall be prepared by a registered design professional where required by the statutes of the State and or the jurisdiction in which the project is to be constructed."~~

8. ~~105.4.2.1 Fire Protection System Shop Drawings. Section 105.4.2.1 is hereby amended to read as follows:~~

~~"105.4.2.1 Fire Protection System Shop Drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate compliance with this code and the construction documents and shall be approved prior to the start of installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9 and the appropriate NFPA standard."~~

9. ~~105.4.2.1 Fire Protection System Shop Drawings. Section 105.4.2 is hereby amended to add a new section 105.4.2.2 as follows:~~

~~105.4.2.2 Fire Alarm and Detection System Shop Drawings. "Shop drawings for the fire alarm and detection system(s) shall be submitted to indicate compliance with this code, the TFPD Fire Alarm Policy, the construction documents, and the appropriate NFPA standard and shall be approved prior to the start of installation. Shop drawings shall contain all information as-~~

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~~required by Section 907 of this code, the TFPD Fire Alarm Policy, and the appropriate NFPA Standard."~~

~~10. 105.6.3 Aviation Facilities. Section 105.6.3 is hereby deleted in its entirety.~~

~~11. 105.6.11 Cutting and Welding. Section 105.6.11 is hereby deleted in its entirety.~~

~~12. 105.6.13 Exhibits and Trade Shows. Section 105.6.13 is hereby deleted in its entirety.~~

~~13. 105.6.16 Flammable and Combustible Liquids. Section 105.6.16 is hereby amended to delete sections 10 and 11 in their entirety.~~

~~14. 105.6.23 Hot Work Operations. Section 105.6.23 is hereby amended by deleting section number 3 in its entirety. All other sections remain in effect.~~

~~15. 105.6.25 Lumber Yards and Woodworking Plants. Section 105.6.25 is hereby deleted in its entirety.~~

~~16. 105.6.27 LP Gas. Section 105.6.27 is hereby deleted in its entirety.~~

~~17. 105.6.32 Open Flames and Candles. Section 105.6.32 is hereby deleted in its entirety.~~

~~18. 105.6.34 Places of Assembly. Section 105.6.34 is hereby deleted in its entirety.~~

~~19. 105.6.39 Repair Garages and Motor Fuel Dispensing Facilities. Section 105.6.39 is hereby deleted in its entirety.~~

~~20. 105.6.43 Temporary Membrane Structures and Tents. Section 105.6.43 is hereby deleted in its entirety.~~

~~21. 105.6.45 Waste Handling. Section 105.6.45 is hereby deleted in its entirety.~~

~~22. 105.6.46 Wood Products. Section 105.6.46 is hereby deleted in its entirety.~~

~~23. 105.7.13 Solar Photovoltaic Power Systems. Section 105.7.13 is hereby deleted in its entirety.~~

~~24. 105.7.16 Temporary Membrane Structures and Tents. Section 105.6.16 is hereby deleted in its entirety.~~

~~25. Section 106.2.1 Inspections. Section 106.2.1 is hereby amended to read as follows:~~

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~~"107.2.1 Inspection requests. It shall be the duty of the permit holder or their duly authorized agent to notify the Fire Marshal when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code. A minimum of 24 hours' notice is required for all inspections."~~

26. ~~107.2 Testing and Operation. Section 107.2 is hereby amended to read as follows:~~

~~"107.2 Testing and Operation. Equipment requiring periodic testing or operation to ensure maintenance shall be tested or operated as specified in this code, or other nationally recognized standards. The more stringent of the testing or operational requirements shall apply."~~

27. ~~108.1 Board of Appeals Established. Section 108.1 is hereby amended to read as follows:~~

~~"108.1 Board of Appeals Established. In order to hear appeals of orders, decisions or determinations made by the TFPD Fire Marshal relative to the application and interpretation of this code, there shall be and is hereby created a board of appeals. The Board of Directors of the TFPD shall act as the board of appeals. The TFPD Fire Marshal shall be an ex officio member of the board of appeals but shall have no vote on any matter before the board. The board shall adopt bylaws and rules of procedure for conducting its business and shall render all decisions and findings in writing to the appellant with a duplicate copy to the Fire Marshal and the Town Building Official.~~

~~108.1.1 Variances to the Provisions for Driveways and Fire Department Access. The board may, at its discretion, grant variances to the provisions of this code as it relates to driveways and fire department access, if in the determination of the Fire Marshal in consultation with the Community Development Department, the variance complies with the intent of the code. Variances may only be requested if the TFPD Fire Marshal determines, in consultation with the Community Development Department, that special conditions exist with the applicant's site conditions."~~

28. ~~108.3 Qualifications. Section 108.3 is hereby deleted in its entirety.~~

29. ~~109.4 Violation Penalties. Section 109.4 is hereby amended to read as follows:~~

~~"109.3 Violations and Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in direct violation of the approved construction documents or directive of the TFPD Fire Marshal,~~

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~~Building Official or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than \$3,000.00, or by imprisonment not exceeding 30 days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense."~~

30. ~~111.4 Failure to Comply. Section 109.4 is hereby amended to read as follows:~~

~~"111.4 Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than \$3,000.00 or more than \$10,000.00."~~

31. ~~Section 202 General Definitions. Section 202 is hereby amended to:~~

a. ~~Add a definition of Driveway as follows: "Driveway. Shall provide access to Group R-3 occupancies only and shall meet the requirements of Section 503.7 of this code.~~

b. ~~Amend the definition of Fire Chief as follows: "Fire Chief. The Chief of the department of fire prevention, or its duly authorized representative. A.K.A. Fire Marshal"~~

c. ~~Amend the definition of fire code official as follows: "Fire Code Official. The TFPD Fire Marshal or other designated authority charged with the administration and Enforcement of the code, or a duly authorized representative. In the absence of the TFPD Fire Marshal or a TFPD duly authorized representative, the Building Official may act as the fire code official.~~

d. ~~Amend the definition of high rise building as follows: "High Rise Building. A building with an occupied floor located more than 65 feet (19812mm) above the lowest level of fire department vehicle access."~~

32. ~~307.1.1 Prohibited Open Burning. Section 307.1.1 is hereby amended to read as follows:~~

~~"307.1.1 Prohibited Open Burning. Open Burn Regulations are found at CDC Section 16.6.9 and permitted in limited situation.~~

33. ~~307.2 Permit Required. Section 307.2 is hereby amended to read as follows:~~

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~~"307.2 Permit Required. A permit shall be obtained from the Fire Marshal, for areas within incorporated town limits within the TFPD in accordance with Section 105.6 of this code and Ordinance #2012-1 San Miguel County Colorado, prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or a bonfire. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled."~~

34. ~~308.1.4 Open Flame Cooking Devices. Section 308.1.4 is hereby amended to add one additional exception in sections 4 as follows:~~

~~Permanently installed and piped gas grill operating on natural gas that are installed and maintained per manufactures directions."~~

35. ~~314.3 Highly Combustible Goods. Section 314.3 is hereby amended to read as follows:~~

~~"314.3 Highly Combustible Goods. The display of highly combustible goods, including but not limited to fireworks, flammable or combustible liquids, liquefied flammable gasses, oxidizing materials, pyroxylin plastics and agricultural goods, in main exit access aisles, corridors, covered and open malls, or within 5 feet (1524mm) of entrances to exits and exterior exit doors is prohibited when a fire involving such goods would rapidly prevent or obstruct egress. The display and retail sale of fireworks shall comply with State of Colorado Statutes."~~

36. ~~401.3.3 Delayed Notification. Section 401.3.3 is hereby amended to read as follows:~~

~~"401.3.3 Delayed Notification. A person shall not, by verbal or written directive, require any delay in the reporting of a fire to the fire department. Said person is in violation of Colorado Revised Statute Section 18-8-111."~~

37. ~~401.5 Making False Report. Section 401.5 is hereby amended to read as follows:~~

~~"401.5, Making False Report. A person shall not give, signal or transmit a false alarm. Said person is in violation of Colorado Revised Statute Section 18-8-111."~~

38. ~~401.8 Interference with Fire Department Operations. Section 401.8 is hereby amended to read as follows:~~

~~"401.8 Interference with Fire Department Operations. It shall be unlawful to interfere with, attempt to interfere with, conspire to interfere with, obstruct or restrict the mobility of or block the path of travel of a fire department emergency vehicle in any way, or to interfere with, attempt to interfere with, conspire to interfere with, obstruct or hamper any fire department operation. Said person is in violation of Colorado Revised Statute Section 18-8-104."~~

~~39. 405.2 Frequency. Section 405.2 is hereby amended to read as follows:~~

~~"405.2 Frequency. Required emergency evacuation drills shall be held at the intervals specified in Table 405.2 or more frequently where necessary to familiarize all occupants with the drill procedure. Occupancies regulated by the State of Colorado shall comply with the state requirements as a minimum."~~

~~40. 407.1 General. Section 407.1 is hereby amended to read as follows:~~

~~"407.1 General. The provisions of Sections 407.2 through 407.7 shall be applicable where hazardous materials subject to permits under Section 5001.5 are located on the premises or where required by the Fire Marshal or by State or Federal regulations."~~

~~41. 407.6 Hazardous Materials Management Plan. Section 407.6 is hereby amended to read as follows:~~

~~"407.6 Hazardous Materials Management Plan. Where required by this code, State or Federal regulations, each application for a permit shall include a Hazardous Materials Management Plan (HMMP) in accordance with Section 5001.5.1. The Fire Marshal is authorized to accept a similar plan required by other regulations."~~

~~42. 408.3.1 First Emergency Evacuation Drill. Section 408.3.1 is hereby amended to read as follows:~~

~~"408.3.1 First Emergency Evacuation Drill. The first emergency evacuation drill of each school year shall be scheduled and conducted per state regulations or within 10 days of the beginning of classes, whichever is more stringent."~~

~~43. 408.7 Group I-3 Occupancies. Section 408.7 is hereby amended to read as follows:~~

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~~"408.7 Group I-3 Occupancies. Group I-3 occupancies shall comply with the requirements of Sections 408.7.1 through 408.7.4 and Sections 401 through 406 or State and or Federal regulations, whichever is more stringent."~~

~~44. 503.1 Where Required. Section 503.1 is hereby amended to read as follows:~~

~~"503.1 Where Required. Fire apparatus access roads shall be provided and maintained in accordance with Sections 503.1.1 through 503.1.3 and resolution 88-1 as adopted by the TFPD, and or the regulations of the local jurisdiction, whichever is more stringent."~~

~~503.1.1 Buildings and Facilities. Section 503.1.1, Exception opening sentence only is hereby amended to read as follows:~~

~~45.—~~

~~"503.1.1 Buildings and Facilities. Exception: The Fire Marshal is authorized to increase the dimension of 150 feet (45720mm) to 225 feet (68580 mm) where, with no change to the three criteria."~~

~~46. 503.2.3 Surface. Section 503.2.3 is hereby amended to read as follows:~~

~~503.2.3 Surface. "Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced to provide all weather driving capabilities. At a minimum fire apparatus access road shall be compacted to withstand a 20-ton point load anywhere along its length and width."~~

~~47. 503.2.4 Turning radius. Section 503.2.4 is hereby amended to read as follows:~~

~~"503.2.4 Turning Radius. The inside turning radii for a fire apparatus access road shall not be less than 32 feet (9753.8mm)."~~

~~48. 503.2.5 Dead Ends. Section 503.2.5 is hereby amended to read as follows:~~

~~"503.2.5 Dead Ends. Dead-end fire apparatus access roads in excess of 150 feet (45720mm) in length shall be provided with an approved area for turning around fire apparatus. See Appendix D for approved apparatus turnarounds."~~

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49. ~~503.2.7 Grade. Section 503.2.7 is hereby amended to read as follows:~~

~~"503.2.7 Grade. The grade of fire apparatus access roads shall be: Normal grades shall not exceed 8 percent. Transitional sections not exceeding 500 feet (152400 mm) in length may be allowed a maximum of 10 percent if approved by the Fire Marshal. Transitional sections exceeding 8 percent shall not be within 500 feet (152400 mm) of each other. Curves with a centerline radius of less than 250 feet (76200 mm) shall not exceed 8 percent grade.~~

~~EXCEPTION: Transitional sections may be allowed a maximum grade up to 12 percent with the approval of the Fire Marshal, providing all structures served by the fire apparatus access road other than Group U are equipped with a fire sprinkler system meeting the requirements of Sections 903.3.1.1, 903.3.1.2 or 903.3.1.3 as determined by the occupancy."~~

50. ~~503.2.8, Angles of Approach and Departure. Section 503.2.8 is hereby amended to read as follows:~~

~~"503.2.8 Angles of approach and departure. The angles of approach and departure for fire apparatus access roads shall be no more than a maximum of a 5 percent grade for a minimum of 20 feet (6096mm)."~~

51. ~~503.6 Security Gates. Section 503.6 is hereby amended to read as follows:~~

~~"503.6 Security gates. The installation of security gates across a fire apparatus access road shall be approved by the Fire Marshal. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and the emergency operation shall always be maintained. Electric gate operators, where provided, shall be listed in accordance with UL 325. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F 2200. Security gates shall not encroach into the required fire apparatus access road width as stated in Section 503.2.1 and Section D105 for aerial fire apparatus access roads."~~

52. ~~503.7 Driveways. Section 503.7 is hereby d established as a new section to read as follows:~~

~~"503.7 Driveways. Driveways shall be provided and maintained in accordance with Sections 503.7.1 through 503.7.2.~~

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~~503.7.1 Driveways for R-3 Occupancies. An approved driveway shall be provided for every structure, or portion of a structure hereafter constructed or moved into or within the jurisdiction. The driveway shall comply with the requirements of this section and shall extend to within 150 feet (45720 mm) of all portions of the exterior walls of the first story of a structure as measured by an approved route around the exterior of the structure. A driveway shall serve no more than 3 R-3 structures.~~

~~EXCEPTION: The Fire Marshal is authorized to increase the dimension of 150 feet (45720mm) to 225 feet (68580mm) where:~~

- ~~1. The structure is equipped throughout with an approved automatic fire sprinkler system installed in accordance with Section 903.3.1.3; and~~
- ~~2. Driveway cannot be designed and installed per Section 503.7 because of the location on property, topography, waterways, nonnegotiable grades or other similar conditions and the structure is equipped throughout with an approved, automatic fire sprinkler system installed in accordance with Section 903.3.1.3.~~

~~503.7.2 Specifications. Driveways shall be installed and arranged in accordance with Sections 503.7.2.1 through 503.7.2.10.~~

~~503.7.2.1 Dimensions. Driveways shall have an unobstructed width of not less than 12 feet (4876.8mm) and an unobstructed height of not less than 13 feet 6 inches (4114.8mm), with shoulders measuring 2 feet (609.6mm) on each side of a 12-foot (3657.6mm) drive surface. The shoulders shall be compacted to withstand a 20-ton load minimum. The shoulders shall pitch at no more than a 2 percent grade from the edge of the normal drive surface.~~

~~503.7.2.1.1 Authority. The Fire Marshal, in consultation with the Community Development Department, shall have the authority to require an increase in the minimum width of driveways where they are inadequate for fire or rescue operations.~~

~~503.7.2.2 Surface. Driveways shall be designed and maintained to support the imposed loads of fire apparatus, 20 tons minimum, and shall be surfaced so as to provide all-weather driving capabilities.~~

~~503.7.2.3 Turning Radius. The inside turning radii of a corner shall not be less than 32 feet (9753.6mm).~~

~~503.7.2.4 Dead end Driveways. Dead end driveways in excess of 150 feet (45720mm) shall be provided with an approved fire apparatus turnaround. See Figure D 103.1 for approved fire apparatus turnarounds.~~

~~503.7.2.5 Driveways in Excess of 200 Feet (60960mm) in Length. Driveways in excess of 200 feet (60960mm) in length and less than 20 feet (6096mm) in width shall be provided with turnouts in addition to an approved fire apparatus turnaround.~~

~~503.7.2.6 Turnouts. Driveway turnouts shall be an all-weather driving surface at least 10 feet (3048mm) wide and 40 feet (12192mm) long and be compacted to withstand a 20-ton load minimum. Driveway turnouts shall be located as required by the Fire Marshal.~~

~~503.7.2.7 Bridges and Elevated Surfaces. See Section 503.2.6.~~

~~503.7.2.8 Grades. Normal grades shall not exceed 8 percent. Transitional sections not exceeding 500 feet (152400mm) may be allowed a maximum of 10 percent if approved by the Fire Marshal. Transitional sections exceeding 8 percent grade shall not be within 500 feet (152400mm) of each other. Curves with a centerline radius of less than 250 feet (76200mm) shall not exceed 8 percent.~~

~~EXCEPTION: Transitional sections may be allowed a maximum grade up to 12 percent providing all Group R-3 structures are equipped with an approved automatic fire sprinkler system meeting the requirements of Section 903.1.3.~~

~~503.7.2.9 Angles of Approach and Departure. The angles of approach and departure for driveways shall be no more than a maximum of a 5 percent grade for a minimum of 20 feet (6096mm).~~

~~503.7.2.10 Security Gates. The installation of security gates across a driveway shall be approved by the Fire Marshal. Where security gates are installed, they shall have an approved means of emergency operation. The security gates and emergency operation shall always be maintained operational. Security gates shall not encroach into the required driveway width or height."~~

~~503.7.2.12 Clearance of brush or vegetative growth from fire apparatus access roads. Fire apparatus access roads built in locations with wildland fire hazard rating of high to extreme, as defined in the San Miguel County Community Wildfire Protection Plan, should have nonfire-resistant vegetation within 10 feet (3048 mm) of both sides of the cleared road.~~

~~53. 505.1 Address Identification. Section 505.1 is hereby amended to read as follows:~~

~~505.1 Address Identification. "New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background and be approved consistent with the Design Regulations found in the CDC. Where required by the Fire Marshal address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or English~~

alphabetical letters. Numbers shall be a minimum of 6 inches high with a stroke width of 0.5-inch (12.7mm). Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained. If local design requirements are more stringent, they shall apply, however in no case shall less stringent requirements apply.

54. ~~507.1 Required Water Supplies. Section 507.1 is hereby amended to read as follows:~~

~~"507.1 Required Water Supplies. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction. Water supply systems in service at the time of the adoption of this code shall not be required to meet the distance requirement for hydrant spacing contained herein. However, installation of new hydrants on a pre-existing system, whether due to maintenance or expansion of the system, shall meet the distance requirements contained herein."~~

55. ~~508.1.1 Location and Access. Section 508.1.1 is hereby amended to read as follows:~~

~~"508.1.1 Location and Access. The location and accessibility of the fire command center shall be approved by the Fire Marshal."~~

56. ~~510.2 Emergency Responder Radio Coverage in Existing Buildings. Section 510.2 is hereby amended to read as follows:~~

~~"510.2 Emergency Responder Radio Coverage in Existing Buildings. Existing buildings that do not have approved radio coverage for emergency responders within the building, shall be equipped with such coverage when existing wired communication system cannot be repaired or is being replaced, or where not approved in accordance with section 510.1 Exception 1."~~

57. ~~603.1 Installation. Section 603.1 is hereby amended to read as follows:~~

~~"603.1 Installation. The installation of nonportable fuel gas appliances shall comply with the International Fuel Gas Code or the appropriate NFPA standard, whichever is more stringent. The installation of all other fuel fired appliances, other than internal combustion engines, oil lamps and portable devices such as blow torches, melting pots and weed burners, shall comply with this section, the International Mechanical Code or the appropriate NFPA standard, whichever is more stringent."~~

58. ~~603.1.2 Approval. Section 603.1.2 is hereby amended to read as follows:~~

~~"603.1.2 Approval. The design, construction and installation of fuel-fired appliances shall be in accordance with the International Fuel Gas Code, the International Mechanical Code, or the requirements of the appropriate NFPA standard, whichever is more stringent."~~

59. ~~603.3 Fuel Oil Storage Systems. Section 603.3 is hereby amended to read as follows:~~

~~"603.3 Fuel Oil Storage Systems. Fuel oil storage systems shall be installed in accordance with this code, state and federal EPA regulations or the appropriate NFPA standard, whichever is more stringent. Fuel oil piping systems shall be installed in accordance with the International Mechanical Code, state and federal EPA regulations or the appropriate NFPA standard, whichever is more stringent."~~

60. ~~603.3.1 Fuel Oil Storage in Outside, Above-Round Tanks. Section 603.3.1 is hereby amended to read as follows:~~

~~"603.3.1 Fuel Oil Storage in Outside, Above-Round Tanks. Where connected to a fuel oil piping system, the maximum amount of fuel oil storage allowed outside above ground without additional protection shall be 660 gallons (2498L). The storage of fuel oil above ground in quantities exceeding 660 gallons (2498L) shall comply with NFPA 31 or state and federal EPA regulations, whichever is more stringent."~~

61. ~~603.3.3 Underground Storage of Fuel Oil. Section 603.3.3 is hereby amended to read as follows:~~

~~"603.3.3 Underground Storage of Fuel Oil. The storage of fuel oil in underground storage tanks shall comply with NFPA 31 or state and federal EPA regulations, whichever is more stringent."~~

62. ~~603.8 Incinerators. Section 603.8 is hereby amended to read as follows:~~

~~"603.8 Incinerators. Commercial, industrial and residential-type incinerators and chimneys shall be constructed in accordance with the International Building Code, the International Fuel gas code and the International Mechanical Code or state and federal EPA regulations, whichever is more stringent."~~

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~~63. 604.2.14 High-Rise Buildings. Section 604.2.14 is hereby amended to read as follows:~~

~~"604.2.14 High-Rise Buildings. Standby power, light and emergency systems in high-rise buildings shall comply with the requirements of Sections 604.2.14.1 through 604.2.14.3, and Sections 403.4.8 through Section 403.3.9.1 of the IBC."~~

~~64.—~~

~~605.8.2 Detection Devices. Detection devices shall be connected to an alarm system(s) utilizing listed fire alarm signaling devices capable of generating a sound level of at least 15db above the ambient sound pressure level of the space in which they are installed and providing a distinctive audible and visual alarm.~~

~~65.—~~

~~605.8.3 Power and supervision. Detection and alarm system(s) shall be powered and supervised as required for fire alarm systems in accordance with Section 907 of this code, NFPA 72, and the Telluride Fire Protection District Alarm Policy.~~

~~66.—~~

~~605.8.4 Monitoring and annunciation. Detection and alarm system(s) shall be remotely annunciated at an approved constantly attended location as required for fire alarm systems in accordance with Section 907 of this code, NFPA 72, and the Telluride Fire Protection District Fire Alarm Policy.~~

~~67.—~~

~~607 COMMERCIAL KITCHEN HOODS~~

~~68.—~~

~~607.3.3.2 Grease Accumulation. ADD or NFPA 96, whichever is more stringent~~

~~69.—~~

~~607.3.4 Extinguishing system service. ADD or NFPA 96, whichever is more stringent~~

~~70. Section 607.4 Elevator Key Location. Section 607.4 is hereby amended to read as follows:~~

~~"607.4 Elevator Key Location. Keys for the elevator car doors and fire-fighter service keys shall be kept in a Knox Box key box which shall be located as directed by the Fire Marshal or his designee."~~

~~71. 608.1 Scope. Section 608.1 is hereby amended to read as follows:~~

~~"608.1 Scope. Stationary storage battery systems having an electrolyte capacity of more than 50 gallons (189L) for flooded lead-acid, nickel-cadmium (Ni-Cd) and valve regulated lead-acid (VRLA), or more than 1,000 pounds (454kg) for lithium-ion and lithium metal polymer, used for facility standby power, emergency power or uninterruptable power supplies shall comply with this section, Table 608.1, and all pertinent state and federal regulations whichever is more stringent."~~

~~72. 608.10 Hydrogen Sulfide Detection. Section 608.10 is hereby amended to add a new section as follows:~~

~~"608.10 Hydrogen Sulfide Detection. An approved hydrogen sulfide detection system shall be installed in rooms containing a stationary battery system(s). The detection system shall be annunciated through the automatic fire alarm system and shall also be supervised by an approved central station service."~~

~~70. 806.1.1 Exceptions: Section 806.1.1, Exception 1 is hereby amended to read as follows:~~

~~EXCEPTION: Trees located in areas protected by an approved automatic sprinkler system installed in accordance with Section 903.1.1 or 903.3.1.2 and the appropriate NFPA standard, and having a smoke detection system installed in accordance with Section 907, the TFPD Fire Alarm Policy and the appropriate NFPA standard, shall not be prohibited in Groups A, E, M, R-1 and R-2 occupancies.~~

~~71. 807.1.2 Exceptions: Section 807.1.2, Exception 1, is hereby amended to read as follows:~~

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~~EXCEPTION: In auditoriums in Group A, the permissible amount of decorative material meeting the flame propagation criteria of NFPA 701 shall not exceed 75 percent of the aggregate wall area where the building is equipped throughout with an approved automatic sprinkler system meeting the requirements of Section 903.1.1, the appropriate NFPA standard, and has a smoke detection system installed in accordance with Section 907, the TFPD Fire Alarm Policy, and the appropriate NFPA standard and where the decorative material is installed in accordance with Section 803.11 of the IBC.~~

~~72. 807.4.3.1 Exceptions: Section 807.4.3.1, Exceptions section, is hereby amended to read as follows:~~

~~EXCEPTION: Corridors protected by an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 and the appropriate NFPA standard, and the corridor is also protected by an approved smoke detection system installed in accordance with Section 907, the TFPD Alarm Policy and the appropriate NFPA standard.~~

~~EXCEPTION: Storage in metal lockers, provided the minimum egress width is maintained."~~

~~73. 901.1 Scope. Section 901.1 is hereby amended to read as follows:~~

~~"901.1 Scope. The provisions of this chapter shall specify where fire protections systems are required and shall, along with the latest editions of the appropriate NFPA standard, apply to the design, installation, inspection, operation, testing and maintenance of all fire protection systems. All design, installation testing and maintenance of said systems shall be performed by qualified and if required, by licensed personnel."~~

~~74. 901.2 Construction Documents. Section 901.2 is hereby amended to read as follows:~~

~~"901.2 Construction Documents. Construction documents and calculations, meeting the requirements of this chapter and the appropriate NFPA standard, shall be required for all fire protection systems. Permits shall be issued for the installation, rehabilitation and or modification of any fire protection system. Fees for said permits shall be per the fee resolution. Construction documents shall be submitted for review and approval prior to system installation."~~

~~75. 901.6.2 Records. Section 901.6.2 is hereby amended to read as follows:~~

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~~"901.6.2 Records. Records of all system inspections, tests and maintenance required by the referenced standards shall be maintained on the premises for a minimum of 3 years and shall be copied to the Fire Marshal."~~

~~76. 903.2.8 Group R. Section 903.2.8 is hereby amended to read as follows:~~

~~"903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 and the appropriate NFPA standard shall be provided throughout all buildings with Group R fire area to include all Group R-3 occupancies over 3600 gross square feet. This section shall be superseded by Section P2904 of the International Residential Code upon its adoption, however at no time shall a multipurpose fire sprinkler system be accepted."~~

~~77. 903.3.1.1.1 Exempt Locations. Section 903.3.1.1.1 is hereby amended to read as follows:~~

~~"903.3.1.1.1 Exempt locations. If approved by the Fire Marshal, automatic fire sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an approved automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from any room or area merely because it is damp, of fire resistance rated construction or contains electrical equipment."~~

~~78. 903.3.1.2.1 Balconies and Decks. Section 903.3.1.2.1 is hereby amended to read as follows:~~

~~"903.3.1.2.1 Balconies and decks. Sprinkler protection shall be provided for exterior balconies, decks and ground floor patios of dwelling units where the building is of Type V construction, provided there is a combustibile roof or deck above. Sidewall sprinklers that are used to protect such areas shall be permitted to be located such that their deflectors are within 1 inch (25mm) to 6 inches (152mm) below the structural members and a maximum distance of 14 inches (356mm) below the deck of the exterior balconies and decks that are constructed of open wood joist construction."~~

~~79. 903.4 Sprinkler System Supervision and Alarms. Section 903.4, Exceptions section, is hereby amended to read as follows:~~

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~~EXCEPTION: Automatic sprinkler systems protection one – and two-family dwellings may have control valves sealed or locked in the open position.~~

~~EXCEPTION: Limited area systems serving fewer than 20 sprinklers may have control valves seals or locked in the open position."~~

~~80. 903.4.1 Monitoring. Section 903.4.1 is hereby amended to read as follows:~~

~~"903.4.1 Monitoring. Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved central station, as defined by NFPA 72, or when approved by the Fire Marshal, shall sound an audible signal at a constantly attended location."~~

~~81.—~~

~~906.1 Where Required. Delete Exception under Section 906.1, first criterion (No. 1) in its entirety.~~

~~Exception: In Group R-2 occupancies, portable fire extinguishers shall be required only in locations specified in Items 2 through 6 where each dwelling unit is provided with a portable fire extinguisher having a minimum rating of 1-A;10-B; C. DELETE EXCEPTION ENTIRELY~~

~~82. 907.2 Where Required – New Buildings and structures. Section 907.2 is hereby amended to read as follows, with the Exceptions deleted in their entirety:~~

~~"907.2 Where Required-New Buildings and Structures. An approved fire alarm system installed in accordance with the provisions of this code, NFPA 72, and the TFPD Fire Alarm Policy shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code."~~

~~83. 907.2.1 Group A. Section 907.2.1 Exception is hereby deleted in its entirety.~~

~~84. 907.2.2 Group B: Section 907.2.2 Exception is hereby deleted in its entirety.~~

~~85. 907.2.2.1 Group B Ambulatory Health Care Facilities: Section 907.2.2.1 Exception is hereby deleted in its entirety.~~

~~86. 907.2.3 Group E Exception: Section 907.2.3 Exceptions 1 through 3 are hereby deleted in their entirety.~~

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~~87. 907.2.4 Group F. Section 907.2.4 Exception is hereby deleted in its entirety.~~

~~88. 907.2.6.1 Group I-1: Section 907.2.6.1 Exceptions 1 is hereby deleted in its entirety.~~

~~89. 907.2.6.3.3 Automatic Smoke Detection Units. Section 907.2.6.3.3 Exception 3 is hereby deleted in its entirety.~~

~~90. 907.2.7 Group M. Exception: Section 907.2.7 Exception 2 is hereby deleted in its entirety.~~

~~91. 907.2.8.1 Manual Fire Alarm System. Section 907.2.8.2 Exception 2 is hereby deleted in its entirety.~~

~~92. 907.2.8.2 Automatic Smoke Detection System. Section 907.2.8.1 Exception is hereby deleted in its entirety.~~

~~93. 907.2.8.3 Smoke alarms. Section 907.2.8.3 is hereby amended to read as follows:~~

~~"Smoke alarms. Single- and multiple-station smoke alarms shall be installed in accordance with Section 907.2.11, NFPA 72, and the TFPD Fire Alarm Policy. Smoke alarms shall sound throughout the guest rooms only while heat detectors shall activate the occupant notification appliances."~~

~~94. 907.2.9.1 Manual Fire Alarm System. Section 907.2.9.1 Exception 2 and 3 are hereby deleted in their entirety.~~

~~95. 907.2.9.2 Smoke Alarms. Section 907.2.9.2 is hereby amended to read as follows:~~

~~"907.2.9.2 Smoke alarms. Single- and multiple station smoke alarms shall be installed in accordance with Section 907.2.11, NFPA 72, and the TFPD Fire Alarm Policy. Smoke alarms shall sound throughout the dwelling unit only, while heat detectors shall automatically activate the occupant notification appliances."~~

~~96. 907.2.9.3 Group R-2 College and University Buildings. Section 907.2.9.3 is hereby amended to read as follows:~~

~~"907.2.9.3 Group R-2 College and University Buildings. An automatic smoke detection system that activates the occupant notification system in accordance with Section 907.5, The TFPD Fire~~

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Alarm Policy, and NFPA 72 shall be installed in Group R-2 college and university buildings in the following locations:

1. ~~Common spaces outside of dwelling and sleeping units.~~
2. ~~Laundry rooms, mechanical equipment rooms, and storage rooms.~~
3. ~~All interior corridors serving sleeping units or dwelling units.~~

~~Required smoke alarms in dwelling units and sleeping units in Group R-2 college and university buildings shall be interconnected with the fire alarm system in accordance with NFPA 72 and the TFPD Fire Alarm Policy."~~

~~97. 907.2.10.1 Manual Fire Alarm System. Section 907.2.10.1 Exception 2 is hereby deleted in its entirety.~~

~~98. 907.2.10.2 Automatic Smoke Detection System. Section 907.2.10.2 Exceptions are hereby deleted in their entirety.~~

~~99. 907.2.10.3 Smoke Alarms. Section 907.2.10.3 is hereby amended to read as follows:~~

~~"907.2.10.3 Smoke alarms. Single and multiple station smoke alarms shall be installed in accordance with Section 907.2.11, NFPA 72, and the TFPD Fire Alarm Policy."~~

~~100. 907.2.11 Single and Multiple Station Smoke Alarms. Section 907.2.11 is hereby amended to read as follows:~~

~~"907.2.11 Single and Multiple Station Smoke Alarms. Listed single and multiple station smoke alarms complying with UL 217 shall be installed in accordance with Sections 907.2.11.1 through 907.2.11.4, NFPA 72, and the TFPD Fire Alarm Policy."~~

~~101. 907.2.13 High-Rise buildings. Section 907.2.13 is hereby amended to read as follows:~~

~~"907.2.13 High-Rise Buildings. High rise buildings shall be provided with an automatic smoke detection system in accordance with Section 907.2.13.1, NFPA 72, and the TFPD Fire Alarm Policy, a fire department communications system in accordance with Section 907.2.13.2, NFPA 72, and the TFPD Fire Alarm Policy, an emergency voice/alarm communications system in accordance with Section 907.5.2.2, NFPA 72, and the TFPD Fire Alarm Policy."~~

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~~102. 907.2.13.1 Automatic Smoke Detection. Section 907.2.13 is hereby amended to read as follows:~~

~~"907.2.13.1 Automatic smoke detection. Automatic smoke detection in high rise buildings shall be in accordance with Sections 907.2.13.1.1, 907.2.13.1.1, NFPA 72, and the TFPD Fire Alarm Policy."~~

~~103. 907.2.13.1.1 Area Smoke Detection. Section 907.2.13.1.1 is hereby amended to read as follows:~~

~~"907.2.13.1.1 Area smoke detection. Area smoke detectors shall be provided in accordance with this section, NFPA 72, and the TFPD Fire Alarm Policy. Smoke detectors shall be connected to an automatic fire alarm system. The activation of any detector required by this section shall activate the emergency voice/alarm communication system in accordance with Section 907.5.2.2. In addition to smoke detectors required by Sections 907.2.1 through 907.2.10, smoke detectors shall be located in each mechanical equipment, electrical, transformer, telephone equipment or similar room."~~

~~104. 907.2.13.2 Fire Department Communication System. Section 907.2.13.2 is hereby amended to read as follows:~~

~~"907.2.13.2 Fire Department Communication System. Where a wired communication system is approved in lieu of an emergency responder radio coverage system in accordance with Section 510, the wired fire department communication system shall be designed and installed in accordance with NFPA 72 and the TFPD Fire Alarm Policy and shall operate between a fire command center complying with Section 508, elevators, elevator lobbies, emergency and standby power rooms, fire pump rooms, areas of refuge, and inside enclosed exit stairways. The fire department communications device shall be provided at each floor level within the enclosed exit stairway."~~

~~105. 907.2.14 Atriums Connecting More than Two Stories. Section 907.2.14 is hereby amended to read as follows:~~

~~"907.2.14 Atriums Connecting More Than Two Stories. A fire alarm system shall be installed in occupancies with an atrium that connects more than two stories, with smoke detection installed throughout the atrium. The system shall be activated in accordance with Section 907.5, NFPA 72, and the TFPD Fire Alarm Policy. Such occupancies in Group A, E, or M shall be provided with an~~

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~~emergency voice/alarm communication system complying with the requirements of Section 907.5.5.5, NFPA 72, and the TFPD Fire Alarm Policy."~~

~~106. 907.2.18 Underground Buildings with Smoke Control Systems. Section 907.2.18 is hereby amended to read as follows:~~

~~"907.2.18 Underground Buildings with Smoke Control Systems. Where a smoke control system is installed in an underground building in accordance with the International Building Code, automatic smoke detectors shall be provided in accordance with Section 907.2.12.1, NFPA 72, and the TFPD Fire Alarm Policy."~~

~~107. 907.3 Fire Safety Functions. Section 907.3 is hereby amended to read as follows:~~

~~"907.3 Fire Safety Functions. Automatic fire detectors utilized for the purpose of performing fire safety functions shall be connected to the building's fire alarm control unit where a fire alarm system is required by Section 907.2, NFPA 72 and the TFPD Fire Alarm Policy. Detectors shall, upon activation, perform the intended function and activate the alarm notification appliances and shall also notify the monitoring company's signaling service. In buildings not equipped with a fire alarm system, the automatic fire detector shall be powered by normal electrical service and, upon activation, perform the intended functions. The detectors shall be located in accordance with NFPA 72 and the TFPD Fire Alarm Policy."~~

~~108. 907.3.1 Duct Smoke Detectors. Section 907.3.1 is hereby amended to read as follows:~~

~~"907.3.1 Duct Smoke Detectors. Smoke detectors installed in ducts shall be listed for the air velocity, temperature and humidity present in the duct. Duct detectors shall be connected to the building's fire alarm control unit when a fire alarm system is required by Section 907.2, NFPA 72, and the TFPD Fire Alarm Policy. Activation of a duct smoke detector shall initiate a signal to the monitoring company's signaling service and shall perform the intended fire safety functions in accordance with this code and the IMC. Duct smoke detectors shall not be used as a substitute for required open air detection."~~

~~109. 907.3.1 Duct Smoke Detectors. Section 907.4.1 is hereby amended to delete Exception 2 in its entirety.~~

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~~110. 907.3.3 Elevator Emergency Operation. Section 907.3.3 is hereby amended to read as follows:~~

~~"907.3.3 Elevator Emergency Operation. Automatic fire detectors installed for elevator emergency operation shall be installed in accordance with ASMA A 17.1, NFPA 72, and the TFPD Fire Alarm Policy."~~

~~111. 907.3.4 Wiring. Section 907.3.4 is hereby amended to read as follows:~~

~~"907.3.4 Wiring. The wiring to the auxiliary devices and equipment used to accomplish the above fire safety functions shall be monitored for integrity in accordance with NFPA 72, and the TFPD Fire Alarm Policy."~~

~~112. 907.4.3.1 Automatic Sprinkler System. Section 907.4.3.1 is hereby deleted in its entirety.~~

~~113. 907.5 Occupant Notification Systems: Section 907.5 Exception is hereby deleted in its entirety.~~

~~114. 907.5.2.1 Audible Alarms: Section 907.5.2.1 Exception is hereby deleted in its entirety.~~

~~115. 907.5.2.2 Emergency Voice/Alarm Communication Systems. Section 907.6.2.2 is hereby amended to read as follows:~~

~~"907.5.2.2 Emergency Voice/Alarm Communication Systems. Emergency voice/alarm communication systems required by this code shall be designed and installed in accordance with NFPA 72 and the TFPD Fire Alarm Policy. The operation of any automatic fire detector, sprinkler water flow device, or manual fire alarm box shall automatically sound an alert tone followed by voice instructions giving approved information for a general or staged evacuation in accordance with the building's fire safety and evacuation plans required by Section 404. In high-rise buildings, the system shall operate on a minimum of the alarming floor, the floor above and the floor below. Speakers shall be provided throughout the building by paging zones. At a minimum, paging zones shall be provided as follows: 1. Elevator groups, 2. Exit stairways, 3. Each floor, 4. Areas of refuge as defined in Chapter 2."~~

~~116. 907.6 Installation. Section 907.6 is hereby amended to read as follows:~~

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~~"907.6.1 Installation. The fire alarm system shall be installed in accordance with Sections 907.6.1 through 907.6.5.2, NFPA 72, and the TFPD Fire Alarm Policy."~~

~~117. 907.6.1 Wiring. Section 907.7.1 is hereby amended to read as follows:~~

~~"907.6.1 Wiring. Wiring shall comply with NFPA 70 and 72 as to wiring size and installation of the wire, and the TFPD Fire Alarm Policy with regard to class/style of wiring to all devices in the system. Wireless protection systems utilizing radio-frequency transmitting devices shall comply with the special requirements for supervision of low power systems in NFPA 72."~~

~~118. 907.6.3 Zones. Section 907.7.3 is hereby amended to read as follows:~~

~~"907.6.3 Zones. Each floor shall be zoned separately, and a zone shall not exceed 22,500 square feet (2092m<sup>2</sup>). The length of any zone shall not exceed 300 feet (91,440mm) in any direction. Additional requirements for zoning shall be as specified in the TFPD Fire Alarm Policy."~~

~~119. 907.6.5 Monitoring. Section 907.6.5 is hereby amended to read as follows:~~

~~"907.6.5 Monitoring. Fire alarm systems required by this chapter or by the IBC shall be monitored by an approved supervising station in accordance with NFPA 72, and the TFPD Fire Alarm Policy."~~

~~120. 907.6.5, Monitoring. Section 907.7.5 Exception 3 is hereby deleted in its entirety.~~

~~121. 907.7 Acceptance Tests and Completion. Section 907.7 is hereby amended to read as follows:~~

~~"907.7 Acceptance Tests and Completion. Upon completion of the installation, the fire alarm system and all fire alarm components shall be tested in accordance with NFPA 72, and the TFPD Fire Alarm Policy."~~

~~122. 907.7.2 Record of Completion. Section 907.7.2 is hereby amended to read as follows:~~

~~"907.7.2 Record of Completion. A record of completion in accordance with NFPA 72 verifying that the system has been installed and tested in accordance with the approved plans and~~

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~~specifications shall be provided to the Fire Marshal and owner or owners representative at final inspection."~~

~~123. 907.8.2 Testing. Section 907.8.2 is hereby amended to read as follows:~~

~~"907.8.2 Testing. Testing shall be performed annually unless required more frequently by NFPA 72. A copy of the test results shall be forwarded to the Fire Marshal's office."~~

~~124. 907.8.3 Smoke Detector Sensitivity. Section 907.8.3 is hereby amended to read as follows:~~

~~"907.8.3 Smoke Detector Sensitivity. Smoke detector sensitivity shall be checked within one year after installation and every alternate year thereafter unless required more frequently by the detector manufacturer or NFPA 72. Where the frequency is extended, records of detector-caused nuisance alarm and subsequent trends of these alarms shall be maintained. In zones or areas where nuisance alarms show an increase over the previous year, calibration tests shall be performed."~~

~~125. 907.8.5 Maintenance, Inspection and Testing. Section 907.9.5 is hereby amended to read as follows:~~

~~"907.8.5 Maintenance, Inspection and Testing. The building owner shall be responsible to maintain the fire and life safety systems in an operable condition at all times. Service personnel shall meet the qualification requirements of NFPA 72 for maintaining, inspecting and testing such systems. A written record of such tests and inspections shall be maintained on the premises. A tag showing, at a minimum, the date of inspection, the company doing the inspection, and contact numbers for the company shall be affixed to the fire alarm control panel after each inspection."~~

~~126. 909.20.1 Schedule. Section 909.20.1 is hereby amended to read as follows:~~

~~"909.20.1 Schedule. A routine maintenance and operational testing program shall be initiated immediately after the smoke control system has passed the acceptance tests. A written schedule for routine maintenance and testing shall be established. At a minimum routine testing and maintenance shall be performed annually."~~

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~~127.~~

~~912.5 Backflow protection. The potable water supply to automatic sprinkler and standpipe systems shall be protected against backflow as required by the International Plumbing Code, the appropriate NFPA standard, local water department requirements and or state health department requirements, whichever is more stringent.~~

~~128. 913.4 Valve supervision. Section 913.4 is hereby amended to delete method number 2 in its entirety.~~

~~129. 914.2.3 Emergency Voice/Alarm Communication System. Section 914.2.3 is hereby amended to add the following subsection:~~

~~"914.2.3.1 Emergency Responder Radio Coverage. Emergency responder radio coverage shall be provided in accordance with Section 510."~~

~~130. 1024.1 General. Section 1024.1 is hereby amended to read as follows:~~

~~"1024.1 General. Approved luminous egress path markings delineating the exit path shall be provided in high-rise buildings of Group A, B, E, I, M, R-1, and R-2 occupancies in accordance with Sections 1024.1 through 1024.5."~~

~~131. Chapter 25 Fruit and Crop Ripening. Chapter 25 is deleted in its entirety.~~

~~132. Chapter 27 Semiconductor Fabrication Facilities. Chapter 27 is deleted in its entirety.~~

~~133. Chapter 29 Manufacture of Organic Coatings. Chapter 29 is deleted in its entirety.~~

~~134. Chapter 36 Marinas. Chapter 36 is deleted in its entirety.~~

~~135. Appendix A Board of Appeals. Appendix A is deleted in its entirety since the TFPD establishes its own rules for the Board pursuant to Section 108.1~~

~~136. Appendix D Fire Apparatus Access Roads. Appendix D is hereby amended as follows:~~

~~D103.1 Access Road Width with a Fire Hydrant. Amend to read as follows:~~

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~~"D103.1 Access Road Width with a Fire Hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 20 feet (6096 mm, exclusive of the shoulders."~~

Figure D-103.1, Dead End Fire Apparatus Access Road Turnaround. Figure D103.1 is deleted in its entirety and is replaced by the TFPD designs as set forth in Attachment D.

~~D 103.2 Grade. Fire apparatus roads shall not exceed 8 percent in grade.~~

~~EXCEPTION: Transitional sections not exceeding 500 feet (152400mm) in length may be allowed a maximum of 10 percent if approved by the Fire Marshal. Transitional sections exceeding 8 percent shall not be within 500 feet (152400 mm) of each other. Curves with a centerline radius of less than 250 feet (76200 mm) shall not exceed 8 percent.~~

~~EXCEPTION: Transitional sections may be allowed a maximum grade up to 12 percent with the approval of the Fire Marshal, providing all structures served by the fire apparatus access road other than Group U are equipped with a fire sprinkler system meeting the requirements of Sections 903.3.1.1, 903.3.1.2 or 903.3.1.3 as required.~~

~~D 103.3 Turning Radius. Amend to read as follows:~~

~~"D103.3 Turning radius. The minimum inside turning radius shall be 32 feet (9753.6 mm).~~

~~D103.4 Dead Ends. Amend to read as follows:~~

~~D103.4 Dead ends. Dead end fire apparatus access roads in excess of 150 feet (45720 mm) shall be provided with an approved turnaround in accordance with Figure D103.1~~

~~D103.4.1 Cul-de-sacs. Cul-de-sacs or dead-end roads shall not exceed 600 feet (182,880 mm) in length and shall be provided with a turnaround as shown in Figure 103.1~~

~~EXCEPTION Maximum length may be increased to 1200 feet (365,760 mm) in length provided the width is increased to 26 feet (7925 mm) and that all structures except Group U have fire sprinkler and alarm systems meeting the requirements of Chapter 9 installed. A turnaround in accordance with Figure 103.1 shall be provided.~~

~~D103, Minimum Specifications. Amend to add new subsection 103.7 Cul du Sacs as follows:~~

~~"D104.7 Cul du Sacs. Cul du sacs or dead-end roads shall not exceed 600 feet (182,880 mm) and shall be provided with a turnaround as shown in Figure D103.1."~~

~~EXCEPTION: Maximum length may be increased to 1200 feet (365.760 mm) providing all structures along the road have fire sprinkler and alarm systems meeting the requirements of Chapter 9 installed. A turnaround in accordance with Figure D103 shall be provided."~~

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~~D. Geographic Limits.~~

~~1. That the geographic limits referred to in certain sections of the 2012 International Fire Code are hereby established as follows:~~

~~a. Section 5704.2.9.6.1 Storage of class I and class II liquids in above ground tanks outside of buildings is prohibited in all areas of the TFPD with a population density of one living unit or greater per acre. In the event of a conflict with Colorado State or Federal regulations, the more stringent regulations shall apply.~~

~~EXCEPTION: Tanks legally in existence at the time of the adoption of this resolution, providing they do not pose undo fire or safety hazards.~~

~~137. Section 5706.2.4.4 Storage of class I and class II liquids in above ground tanks is prohibited in all areas of the TFPD with a population density of one living unit or greater per acre. In the event of a conflict with Colorado State or Federal regulations, the more stringent regulations shall apply.~~

~~EXCEPTION: Tanks legally in existence at the time of the adoption of this resolution, providing they do not pose undo fire or safety hazards.~~

~~138. Section 5806.2 Storage of flammable cryogenic fluids in stationary containers is prohibited in all areas of the TFPD with a population density of one living unit or greater per acre. In the event of a conflict with Colorado State or Federal regulations, the more stringent regulations shall apply.~~

~~EXCEPTION: Tanks legally in existence at the time of the adoption of this resolution, providing they do not pose undo fire or safety hazards.~~

~~139. Section 6104.2 The storage of liquefied petroleum gas is restricted for the protection of heavily populated areas of the TFPD with a population density of one living unit or greater per acre. In the event of a conflict with Colorado State or Federal regulations, the more stringent regulations shall apply.~~

~~EXCEPTION: Tanks legally in existence at the time of the adoption of this resolution, providing they do not pose undo fire or safety hazards.~~

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## **17.7.20 Construction Mitigation.**

All development within the Town shall comply with the Construction Mitigation Regulations

*A. Construction Mitigation Regulations.*

1. A construction mitigation plan shall be submitted for development that requires storage, scaffolding, parking, trailers, equipment or other exterior development staging.
  2. When a construction mitigation plan is required, the following plans and information shall be submitted to the Planning and Development Services Department as applicable:
    - a. Site plan showing:
      - i. Perimeter fencing with attached green screening or approved equal;
      - ii. Tree protection for trees to be saved;
      - iii. Limits of disturbance and fencing at such line;
      - iv. Erosion control and water quality protection measures using best management practices consistent with the Grading and Drainage Design Regulations;
      - v. A temporary right-of-way encroachment permit for parking, ~~material staging and/or use as applicable with a restoration agreement and timeline.~~
      - vi. Laydown/storage areas;
      - vii. Parking areas;
      - viii. Crane location and swing radius;
      - ix. Portable toilet location(s);
      - x. Construction trailer location(s);
      - xi. Dumpster and recycling bin locations;
      - xii. Method to protect any surrounding plaza areas caused by heavy vehicles, construction or development;
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- xiii. Bear-proof trash can location; and
  - b. Other information as required by the Planning and Development Services Department.
3. The construction mitigation plan shall be reviewed and approved by the Planning and Development Services Department in consultation with the Police, Public Works and other applicable Town departments.
  4. The general easement shall be protected as approved by the Review Authority, with the goal to avoid locating construction activities in the general easement and the need to respect the neighbors and neighboring properties, especially regarding the placement of dumpsters, portable toilets and other more intensive construction infrastructure.
  5. Construction projects adjacent to rights-of-ways and pedestrian areas including, but not limited to, walkways, hiking and biking trails, plazas, restaurants, etc., shall provide screened fencing ~~or hoarding~~ (with appropriate directional signage) and needed lighting to direct pedestrians away from potential hazards related to the construction site. Pedestrian protection adjacent to the construction site shall be the responsibility of the owner and owner's agent. The Building Official has the right to require additional fencing if deemed necessary to protect public safety or screen construction activity. All public pedestrian protection shall be provided per chapter 33 of the IBC.
  6. Construction staging in accordance with these regulations may occur on an off-premise site provided property owners immediately adjacent to the site are provided written notification prior to the Building Division reviewing or approving the plan. The Planning and Development Services Department may require large-scale, off-site construction staging areas to be reviewed and approved by the DRB with public notice as required by the public hearing noticing requirements. Such large-scale staging areas should be evaluated concurrent with the required development review process for efficiencies and a holistic evaluation and mitigation of impacts.
- B. *Construction Hours and Noise.* Blasting, pile driving, jack hammering, heavy equipment operations, and loud noises and in general are permitted between the hours of seven (7) in the morning and six (6) in the evening Monday through Saturday, excluding the holidays listed below. No construction activity may take place on Sundays, Monday through Saturday before seven (7) in the morning or after six (6) in the evening or the following holidays: New year's Day,
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Memorial Day, The Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day, except in case of urgent necessity or an unique situation as determined by the Building Official or its designee Ensuring a secure site and changing out propane tanks for proper heating are permitted during prohibited construction times. All proposed blasting, jack hammering, pile driving, and similar loud construction noises shall be pre-approved by the review authority and scheduled as necessary depending on the site proximity to existing development, anticipated occupancy, surrounding density, and holidays to limit any negative impact. If blasting is required, the owner/owner's agent is required to take all necessary precautions and notify adjacent property owners, TFPD, local traffic, pedestrians, etc. prior to blasting.

C. *Temporary Structures for Construction Sites.* A small job office or trailer may be located on the site during construction. The location of any job office or trailer will be determined on the construction mitigation plan. The job office shall be removed from the site prior to receiving a CO.

D. *Environmental Controls.* Areas defined on the topographical survey that require preservation methods, i.e., natural landforms, vegetation, streams, ponds, wetlands, shall be identified and preserved by the general contractor or person primarily responsible for the construction. These areas and the methods of preservation will be defined during the Design Review Process or other applicable development application applicable to the project. Erosion control measures shall be taken during construction to ensure soil stabilization, sediment control and timely re-vegetation. The general contractor or person primarily responsible for the construction is responsible for the implementation of all preservation techniques.

E. *Construction Site Maintenance.*

1. *Construction Site Maintenance.* All construction sites in the Town shall be maintained in a good, clean and safe condition, including, but not limited to, the following minimum requirements:

- a. Every lot for which a construction permit has been issued after the effective date of this section, or lesser part of the lot at the discretion of the Building Official, shall be enclosed by a 6-foot chain link fence faced with green mesh fabric or similar barrier.
  - b. The fence or barrier shall remain in place until the Building Official has determined that the property is sufficiently secured to prevent a health or safety risk or danger.
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c. The Building Official has the discretion and authority to modify these requirements, including but not limited to, requiring fencing of a different material, height or configuration if it is deemed necessary for the protection of public health and safety.

2. *Material Storage.* Construction materials shall be stored, maintained and secured to prevent safety risk or danger.

3. *Recycling.*

a. To the extent practicable, the following materials shall be recycled for every construction project that requires a building permit:

- i. Cardboard;
- ii. Glass;
- iii. Newspaper;
- iv. Metal; and
- v. Recyclable plastics.

b. The following permits do not need to provide recycling:

- i. Mechanical permits;
- ii. Electrical permits;
- iii. Plumbing permits;
- iv. Demolition permits; and
- v. Other similar minor permits that do not generate large amounts of waste.

c. The construction mitigation plan shall show a comingled recycle bin for plastics, glass, newspaper and cardboard, with palettes or recycling dumpsters utilized for large quantities of cardboard.

d. Bins, dumpsters or pallets may be used to store recycle metal.

e. These recycling requirements shall not apply to demolition permits.

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f. For demolition projects, the developer shall provide a two-week opportunity for public salvage of building materials by placing a 1/8-page display ad in a newspaper of general circulation for two days in a seven-day period. Such public salvage of building materials shall be a one-week period commencing the day after the second ad is run in the newspaper. The developer may require the public salvaging materials to sign a hold harmless agreement to protect them from legal liability or damages.

4. *Waste Disposal.* Accumulated construction debris that is not recycled shall be hauled away and disposed of in accordance with all applicable laws, on regular basis when full.

a. Dumpsters shall be securely covered at the end of each construction day or when high winds will blow material.

b. Debris from construction sites shall not be disposed of in dumpsters located at any other construction site within the Town without the prior approval of the Building Official.

c. Except as approved as part of a construction mitigation plan, construction staging shall not occur in the public rights-of-way.

d. At least one separate bear proof poly cart trash can must be provided for non-construction debris and emptied on a regular basis. Food related garbage shall not be disposed in dumpsters.

e. All construction sites shall have a person designated to be regularly present at the subject property as having responsibility to assure that no litter or debris leaves the subject property and that all litter and debris is picked up before the end of every construction day.

f. It shall be unlawful to intentionally place, deposit, or otherwise dispose of construction debris in any public sewer. Intentionally placing, depositing, or otherwise disposing of construction debris in any public sewer will result in enforcement as provided.

5. *Portable Toilets.* Portable toilet facilities shall be provided for all new construction, major remodels and other projects when deemed necessary by the Building Official. Portable toilets shall meet the applicable IPC requirements. Any portable toilet facilities shall be located, to the extent possible, at the rear of the construction site or out of plain view of

any public right-of-way or neighbor. If the portable toilet facility cannot be located at the rear of the construction site and out of plain view of any public right-of-way or neighbor, the toilet facility must be fully screened from any public right-of-way or neighbor.

6. ~~Right-of-Way~~ Lane Closures. A road lane closure permit shall be obtained prior to closing any portion of any sidewalk, street or other public right-of-way. Appropriate safety measures shall be used by the general contractor or owner's agent as applicable.

7. *Parking and Site Access*. The parking of construction vehicles or equipment shall not occur in any manner to block access to or through any public sidewalk, or street or rights-of-ways. The parking of construction vehicles on public streets shall be prohibited except as approved as part of a construction mitigation plan. Construction vehicles shall not use private driveways to turnaround. Construction materials shall not be stored on town streets or property unless approved by the Town as a part of the construction mitigation plan, and only after proving that no practicable alternative exists for storage on the development site.

8. *Construction Clean Up of Streets and Sidewalks*. All mud, dirt or debris deposited on any street, crosswalk, sidewalk or other public property because of excavation, construction or demolition shall be broom cleaned to the extent possible at the end of each working day and disposed of in accordance with all applicable laws. When determined by the Building Official to be appropriate and practicable, the applicant shall cause a gravel mat or other mud tracking device to be installed on the subject property, of a size and in a location sufficient to wash down all vehicles used on the subject property and to cause dirt and mud to be removed from the tires of such vehicles. The mud and dirt mitigation shall be located so as not to interfere with any use by the public of public rights-of-way and not to cause any nuisance or inconvenience to adjacent public or private property.

9. *Protection of Public Property*. Every construction site shall be maintained in a manner ~~so~~ ~~as~~ to avoid damage to the public right-of-way, infrastructure or other public property, including but not limited to the village curbs, alleys, streets, crosswalks, sidewalks, signs, streetlights, sprinkler systems, sewers or other public infrastructure. At the discretion of the Planning and Development Services All damage to the public right-of-way, infrastructure or other public property caused during the construction activities by the property owner, its contractors or agents shall be repaired, replaced or otherwise remedied by, and at the sole expense of, the property owner prior to the issuance of a CO.

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~~If Town infrastructure cannot be inspected during the winter months, a TCO may be issued until such inspection occurs.~~

10. *Air Quality Protection.* Airborne particles shall be controlled at the subject property always during work by means of a water truck and spraying equipment or other water source capable of spraying and thoroughly saturating all portions of the structure and surrounding property affected by the work. Such spraying shall be undertaken always as necessary to thoroughly control the creation and migration of airborne particles, including, without limitation, dust, from the subject property.

11. *Permission to Use Adjoining or Intervening Properties.* No permit issued pursuant to this chapter shall authorize or be construed to authorize any entry onto property adjoining or intervening the subject property or any work for which entry onto property adjoining the subject property is or may be necessary, unless a proper right of entry has been secured from the owner of such property and provided to the Building Official.

12. *Vehicle Storage.* Vehicles not being used on-site for construction purposes shall not be left overnight on-site.

13. *Required Utility Locates.* Utility locates must be requested and marked for any work involving earth disturbing activity regardless of depth. Failure to have utilities properly located or any action that disturbs existing utilities, if the utilities were properly located, will result in the action contained in Section 20-6-(h) being taken.

F. *Penalties.* In addition to any violations and penalties set forth in the CDC, any violation of the Construction Mitigation Regulations shall result in the following additional actions being taken:

1. 1st Violation. First violation – Documented warning.
  2. 2nd Violation. Second violation – All work must cease until the violation has been cured.
  3. 3rd Violation. Third regulation violation within a 6-month period - A two (2) construction-days stop work order shall be issued. Work may resume at the permitted hour on the third construction-day if the violation has been cured.
  4. *Stop Work Order Fees and Penalties.* In addition, any stop work order shall result in a fee in the amount set by the Planning and Development Department Fee Schedule. After the
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third violation in a 12-month period, the Building Official may assess penalties and fees as set for in the CDC at Section 17.1.18 in addition to the those set for in the fee schedule.

### **17.7.21 Snow and Ice Removal Regulations.**

A. *Purposes.* The purposes of the Snow and Ice Removal Regulations are to:

1. Protect the public health, safety and welfare by preventing falling snow and/or ice from the roofs of buildings within, adjacent to, or near plaza areas, public areas around buildings by requiring that the owners of such buildings engage in the installation or supplementation of roof-top snow-shed protection systems and regular snow and/or ice build-up inspection activities, and, if necessary, snow and ice removal activities;
2. Safeguard the Town-owned plazas and overall plaza areas;
3. Establish procedures under which snow and ice removal activities will occur;
- ~~4. Ensure that a building's roof is not unsafe due to snow or icefall hazard as regulated by Section 116 of the IBC;~~
- ~~4. Ensure a building does not become unsafe to due roof snow and ice buildup; and,~~
4. Set forth rules for the enforcement of such requirements.

B. *Purposes.* The purposes of the Snow and Ice Removal Regulations are to:

1. Protect the public health, safety and welfare by preventing falling snow and/or ice from the roofs of buildings within, adjacent to, or near plaza areas, public areas around buildings by requiring that the owners of such buildings engage in the installation or supplementation of roof-top snow-shed protection systems and regular snow and/or ice build-up inspection activities, and, if necessary, snow and ice removal activities;
2. Safeguard the Town-owned plazas and overall plaza areas;
3. Establish procedures under which snow and ice removal activities will occur; and
- ~~4. Ensure that a building's roof is not unsafe due to snow or icefall hazard as regulated by Section 116 of the IBC;~~

~~4. Ensure a building does not become unsafe to due roof snow and ice buildup; and,~~

4. Set forth rules for the enforcement of such requirements.

C. *Applicability.* These Snow and Ice Removal Regulations shall apply to all multifamily or mixed-use buildings.

D. *Roof Snow and Ice Management.* The owner of each building shall ensure that each roof plane of a building does not shed snow or ice onto public area, plaza area sidewalk, or right-of-way. Each roof shall be constructed and maintained as follows:

1. Each roof-plane shall contain a snow and ice retention, snowmelt system and roof drain system designed and stamped by a qualified structural engineer or qualified roofing specialist/professional and approved by the review authority which prevents the roof plane from shedding snow and/or ice to areas below the roof plane; or
2. In the event that a snow and ice retention, snowmelt and roof drain system is not a viable option for preventing snow and ice from shedding into areas below the roof plane, the owner or HOA must demonstrate a feasible snow and ice melt mitigation plan that may include heat tape or other heating system that is designed by a qualified engineer or roofing professional, which prevents the roof plane from shedding snow and/or ice to areas below the roof plane.
3. If the Town determines that additional snow fences or other snow maintenance controls are required to protect a public area or a public plaza, the Town will require a building owner to arrange for the installation of the additional snow and ice mitigation measures.

E. *Requirements for Snow Inspection and Removal.* During months that snow accumulates, the owner and any building manager of each building shall ensure that there are regular (not less than weekly) inspections of all eaves and other roof areas of the building that could result in the discharge of snow, and/or ice, and/or roof tiles, to public area, plaza area sidewalk, or right-of-way.

1. Upon identification of an overhead snow/ice safety removal issue because of such inspections, or upon being informed by a representative of the Town that an overhead snow/ice safety removal issue exists on a building, the owner or building manager shall proceed in accordance with the requirements set forth herein.

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2. Upon identification of an overhead snow/ice safety removal issue, or upon being informed by a representative of the Town that an overhead snow/ice safety removal issue exists on a building, the owner or building manager of the building shall:

a. Immediately cordon off the hazard area and notify the Planning and Development Services Department of the issue.

i. The cordoned off area materials shall use only appropriate fencing and/or Town approved barriers.

ii. If the cordoned off area is an entrance or egress, the building manager shall provide appropriate signage to direct users to alternative entrances or egress areas.

b. Immediately schedule appropriate work crews to remove the identified hazard and ensure that diligent and reasonable efforts are being made to complete the snow removal activity within 24 hours of the identification of the hazard, or within such longer period of time as is necessary for the snow removal in the reasonable judgment of the Building Official or other appropriate Town department, but in no event more than 72 hours.

c. Ensure that all such removal activities are safely completed, including but not limited to ensuring that always during the removal activities there is at least one worker posted at ground level to monitor pedestrian safety.

d. Snow and ice removal workers shall use appropriate safety devices as required by OSHA.

e. Snow and ice removal techniques should not damage the roof of buildings or infrastructure surrounding buildings, such as the use of a heavy hammer directly onto the roofing surface or dropping ice blocks onto electric transformers.

f. To the extent practical, snow removal should be planned for times when there is the least activity in public areas and public plazas. This could include early mornings (7am-9 am) and weekdays when the presence of pedestrians is at a minimum.

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3. Landscaped areas below a roof plane that can slide shall be blocked off by fencing installed pursuant to the Design Regulations, with appropriate permanent signage warning of the hazard. All signage shall comply with the Sign Regulations.

F. *Snow and Ice Removal from Town and Private Property.* A building owner, HOA or its property manager shall make arrangements to haul snow and ice removed from a roof or deck onto a plaza area, sidewalk or right-of-way immediately upon the conclusion of removal.

1. Absolutely no snow can be stored for any length of time on public plazas and public areas.
2. A building owner is liable for any damages caused to Town property, private property or pedestrians from snow and ice falling off your roof.
3. A plaza vehicle access permit is required from the Town Plazas and Environmental Service Department for any equipment needed to access the public plazas for snow removal.
4. Snow and ice may not be stored in a planter located on a public plaza or in planters where the required landscaping may be damaged or destroyed.
5. No vehicles over 10,000 pounds will be allowed in a plaza area. The Town shall require that haul trucks are staged at the perimeter of a plaza area to prevent paver damage. The plaza vehicle access permit will identify exact locations where your vehicles are approved for operation.
6. If your snow is not removed from plaza area in a timely manner, the Town Plazas and Environmental Service Department will remove it for you at a cost of \$200 per hour or the then-in – effect rate as adopted in the fee resolution, to be billed directly to the business or property as applicable.

Any damage to Town property (including Plazas, planters, trees, landscaping) or private property resulting from roof snow and ice removal operation is the building owner's responsibility to repair at such owner's sole cost and expense. Care shall be taken to not disturb town property with a snow and ice removal program.

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**OFFICE OF THE TOWN MANAGER**

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

**TO:** Mountain Village Town Council

**FROM:** Lizbeth Lemley, Finance Director, Michelle Bulson, Assistant Town Manager & David McConaughy, Town Attorney

**DATE:** June 18, 2025

**RE:** Ratification of the 1<sup>st</sup> Amended Memorandum of Understanding (MOU) Between Telluride Mountain Village Homeowners Association (TMVOA) and the Town of Mountain Village

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**Executive Summary:** The Town of Mountain Village entered into an MOU with TMVOA in 2023 related to slope stabilization efforts that threatened our gondola infrastructure, including towers. Staff requests that the Council ratify the attached first amendment to the MOU, related to work in 2025, to complete slope stabilization. A separate budget appropriation is also to be considered by the Council.

**BACKGROUND**

In the spring of 2023, a portion of the slope above the base station of the Gondola on lot 161CR, owned by TMVOA, cracked and slid. An MOU was executed on May 17, recognizing that both TMVOA and the Town of Mountain Village would engage in investigating and mitigating any potential hazards to the operations of the Gondola.

Within that MOU, the two parties agreed to enter into contracts with engineers and construction professionals, and that the Town would agree to share equally in the costs incurred by TMVOA in connection with those contracts. Between 2023 and 2025, slope monitoring continued until the parties could determine the stabilizing work and costs necessary to complete it.

On May 14, 2025, a first amendment to the MOU was executed. TMVOA and the Town had been working with engineers and construction professionals to stabilize the slope and commence the work. A building permit was issued on March 25, 2025, and work was completed; the permit was closed on June 10, 2025.

The bulk of the work was completed in 2025, and the associated costs necessitated an amendment to the original Memorandum of Understanding (MOU). Specific contracts were listed in the MOU, and it otherwise addressed additional work to be completed. The value of the contracts is approximately 1.5 million dollars to be split equally.

Due to the value of the associated costs, the Town Council must ratify the amendment to the MOU. Separately, the Council must also consider a budget appropriation for our portion of the expense, which is \$750,000.

We understand that the work is complete and that there will be no further costs in 2026 or beyond. If anything changes, we will update the Council accordingly.

**ATTACHMENTS**

- 1<sup>st</sup> Amended MOU

**STAFF RECOMMENDATION**

Staff recommends Town Council ratify the MOU amendment.

**PROPOSED MOTION**

*I MOVE TO RATIFY THE 1<sup>ST</sup> AMENDED MOU WITH TMVOA AS OUTLINED IN THE 1<sup>ST</sup> AMENDED MOU ATTACHED AS EXHIBIT B RELATED TO SLOPE STABILIZATION ABOVE THE BASE GONDOLA STATION.*

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING**  
**2023 Gondola Situation Memorandum of Understanding**

This First Amendment to Memorandum of Understanding (“**First Amendment**”) is made and entered into this 14th day of May, 2025, by and between the Town of Mountain Village, Colorado (“**Town**”) and the Telluride Mountain Village Owners Association (“**TMVOA**”).

WHEREAS, the Town and TMVOA are parties to the Gondola Management Agreement dated October 12, 1999 and the First Amended and Restated Gondola Operating Agreement dated July 28, 1999 (“**Gondola Agreements**”) regarding the operation and maintenance of a gondola connecting Mountain Village to Telluride and running between the two towns through the Telluride Ski Resort (the “**Gondola**”); and

WHEREAS, the Town and TMVOA are parties to a Memorandum of Understanding (“**MOU**”) dated May 17, 2023, concerning the remediation of soil subsidence and hillside cracks developing immediately above the Mountain Village Base Station of the Gondola (“**Slope Stabilization Work**”); and

WHEREAS, the Weitz Company has submitted a \$1,274,980 proposal to TMVOA to complete in accordance with plans developed by Engineering Analytics, Inc. (“**EA**”) (the “**Weitz Contract**”) attached hereto as **Exhibit A**, which work is within the scope of the Mitigation Measures contemplated in the MOU;

WHEREAS, EA has submitted a proposed scope of work to complete the Slope Stabilization Work (the “**EA Scope of Work**”) attached hereto as **Exhibit B**, which work is contemplated under the contract between TMVOA and EA dated May 15, 2023;

WHEREAS, Bulson Engineering is continuing to monitor the area of the soil subsidence and hillside cracks during the completion of the Slope Stabilization Work pursuant to the contract between David R. Bulson, Professional Land Surveyor LLC and TMVOA dated May 23, 2023, until such time as the Slope Stabilization Work is completed and EA approves the completion of the Slope Stabilization Work and confirms that the slope monitoring may stop; and

WHEREAS, the Town and TMVOA wish to amend the MOU to address additional work necessary to complete the Slope Stabilization Work.

NOW, THEREFORE, the Town and TMVOA agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein.
2. **Amendment and Cost Sharing.** Paragraph 4 of the MOU is amended to include the following work and costs to be specifically included within the “Contracts” referenced in Paragraph 4 of the MOU:

A. The Weitz Contract;

- B. The EA Scope of Work;
- C. The Bulson Surveying slope monitoring; and
- D. All other fees, costs and expenses incurred by TMVOA in connection with the completion of the Slope Stabilization Work, including without limitation any third-party inspections, observations and testing and any fees, costs and expenses related to the permit issued by the Town of Mountain Village for the Slope Stabilization Work.
3. The Town and TMVOA agree to share equally in all costs incurred by TMVOA in order to complete the Slope Stabilization Work, including without limitation the work and costs set forth in Paragraph 2 of this First Amendment.
4. Project Management Team. The Town and TMVOA acknowledge and agree that that Project Management Team that was contemplated under Paragraph 6 of the MOU was disbanded, accordingly Paragraph 6 of the MOU shall be deleted and of no further force or effect.
5. No Other Modifications. Except as expressly modified herein, all other provisions of the MOU remain in effect, are ratified by the parties, and are incorporated by reference herein.
6. Disclaimer of Liability. Nothing herein shall be construed as an admission of liability or responsibility by the Town or TMVOA, and nothing herein shall be deemed a waiver of the Town's governmental immunity.
7. Town Authority. The Town represents that it has authority and approval to enter into this First Amendment, including the obligation to share in the costs involved in addressing the Situation as set forth herein.
8. TMVOA Authority. TMVOA represents that TMVOA Board has approved this First Amendment at either a TMVOA Board meeting or by the execution of a Unanimous Consent Resolution authorizing TMVOA to execute this First Amendment.

Town of Mountain Village:



Marti Prohaska, Mayor

TMVOA:

DocuSigned by:



James R. Royer, Vice-Chairman, Chair

April 3, 2025

Project No. 111406

Mr. Anton Benitez  
Telluride Mountain Village Owner's Association  
113 Lost Creek Lane, Suite A  
Mountain Village, CO 81435

Subject: Scope of Work and Cost Estimate, Rev.1  
Slope Stabilization, Construction Quality Assurance (CQA) Services  
Lot 161C-R, Mountain Village, CO

## **1.0 INTRODUCTION**

Telluride Mountain Village Owner's Association (TMVOA) retained Engineering Analytics, Inc. (EA) to evaluate and mitigate conditions caused by a slope failure on Lot 161C-R in Mountain Village, Colorado. The slope failure was first discovered on May 15, 2023, and the sliding soils were reported to have encroached beneath the cabin path of the gondola base station located immediately at the toe of the slope.

The Phase I mitigation of the slope failure was completed on May 18 and 19 by removing all of the material within the failure scarp on Lot 161C-R and the gondola cabin approach/departure path area on Tract OS-3U, and by cutting the resulting scarp backslopes to approximately 2:1 (horizontal:vertical). The area within the gondola approach/departure path on Tract OS-3U was restored to its pre-failure condition. The disturbed areas except for the barren rock shelf surface were reseeded and dressed with erosion control materials on May 23.

As part of the Phase II mitigation, EA developed design plans for the slope stabilization repair, which includes installation of a new soil nail wall in front of the existing anchor wall, removal existing overburden soils above the bedrock at Lot 161C-R, and interim final regrading of the site after the soil nail wall is constructed. EA was requested to provide a cost estimate for construction quality assurance services to be performed during construction of the new soil nail wall, associated site grading, and other infrastructure.

## **2.0 SCOPE OF WORK**

EA's proposed scope of work and cost estimate for construction quality assurances (CQA) services for the construction of the proposed soil nail wall on Lot 161C-R are summarized below.

### **Task 1: Project Management and Pre-Construction Coordination**

EA anticipates that a degree of consulting with TMVOA and other stakeholders will be required to support construction activities, including phone calls, emails, and virtual meetings. We have included a nominal amount of time for these services. EA has also included time to review the proposed construction schedule, respond to RFIs as requested, and coordinate with the contractor in preparation for the soil nail wall construction.

As noted in our previous status updates, EA has currently exceeded the amount originally allocated for Task 203, PM & Coordination by \$10,992.64. This task was set up to provide assistance, attend meetings, and answer questions from TMVOA, the design team, and contractors on an as-needed

basis. As such, it is difficult to estimate how much non-task specific effort will be necessary going forward. Therefore, EA suggests that the current budget for this task be increased by \$20,000 to cover the current overage and provide additional budget going forward.

#### **Task 2: Initial Excavation Observation**

EA will perform onsite CQA services for the initial excavation of the first row of soil nails and construction of the temporary bench to support soil nail installation, and confirm the condition of the existing retaining wall. EA has assumed local travel from field personnel, and two days onsite to observe the initial excavation work.

#### **Task 3: Soil Nail Observation and Testing**

EA will perform onsite CQA services for performance of the verification tests on sacrificial soil nails before wall construction begins. EA has assumed two days of travel, and one day on-site to observe verification nail testing for two sacrificial soil nails.

EA will perform onsite CQA services to observe installation of some production soil nails and to observe proof tests on the production soil nails. EA has assumed two days of travel, and one day on-site to observe soil nail installation and proof testing for each of the four proposed benches. EA has assumed five proof tests will be performed over four visits.

EA will also review verification and proof test results, respond to RFI's and engineering changes as necessary. EA will summarize the results of the verification and proof testing in a technical memorandum.

#### **Task 4: Wall Facing and Wall Drain Inspections**

EA will perform onsite CQA services to observe installation of the soil nail wall facing and wall drain. EA will contract a construction materials testing lab (Lambert and Associates) to provide strength testing of the shotcrete used for the wall facing and strength testing for the soil nail grout. EA has assumed one day on site for six inspections of the soil nail wall facing and wall drain installation. EA will also review strength testing results for the shotcrete and grout, respond to RFI's and engineering changes as necessary. EA will summarize the results of the wall facing installation, wall drain installation, and strength testing results in a technical memorandum.

#### **Task 5: Trench Drain and Outlet Pipe Inspection**

EA will perform onsite CQA services to observe installation of the trench drain. EA has assumed two days of travel, and one day on-site to observe and trench drain and outlet pipe installation. EA will also respond to RFI's and engineering changes as necessary. EA will summarize the results of the wall facing and drain installation in a technical memorandum.

#### **Task 6: Construction Quality Assurance (CQA) Report**

After the construction of the soil nail wall and associated infrastructure is completed, EA will prepare a construction quality assurance (CQA) report summarizing the CQA activities completed by EA. The report will summarize EA's onsite observations, material testing results, and soil nail testing results.

#### **Task 7: Optional Site Visits**

EA has assumed that site visits for CQA will be conducted in accordance to the duration and frequency described for Tasks 2, 3, 4, and 5. If additional days onsite are necessary to complete

the CQA tasks, or if the contractor requests additional CQA tasks be performed by EA, each additional day will cost \$2,300. If an additional site visit to perform CQA services is required, each additional site visit, assuming two days of travel and one day onsite, will cost \$6,600.

### 3.0 EXCLUSIONS

The following are excluded from our scope of work:

1. EA is not performing observation of general earthwork associated with the soil nail wall bench excavation, unless such work is being performed at the time of other visits described above.

### 4.0 COST ESTIMATE AND SCHEDULE

The estimated costs for CQA services, as described above, are summarized below in Table 1. The actual costs and expenses incurred will be billed on a time-and-materials basis according to EA's 2025 Rate Sheet (Attachment A). Services invoiced will not exceed \$148,400 without prior written authorization from TMVOA.

**Table 1 Cost Estimate Summary**

Task No.	Description	Subtotal
1	Project Management and Pre-Construction Coordination	\$20,000
2	Initial Excavation Observation	\$10,500
3	Soil Nail Observation and Testing	\$53,900
4	Wall Facing and Drain Observation	\$43,000
5	Trench Drain and Outlet Pipe Inspection	\$11,800
6	Construction Quality Assurance (CQA) Report	\$9,200
<b>Total Estimated Cost</b>		<b>\$148,400</b>
7a	<i>Additional Observation Day (Optional)</i>	<i>\$2,300</i>
7b	<i>Additional Site Visit (Optional)<sup>1</sup></i>	<i>\$6,600</i>

Note: (1) Assumes each additional site visit includes two days of travel and one day onsite.



EA is available to begin immediately upon receiving authorization to proceed from TMVOA. We would be glad to discuss this scope of work with you and revise it if necessary to meet your needs. Please feel free to call us if you have any questions, or if you need additional information.

Respectfully Submitted,  
**Engineering Analytics, Inc.**

*Rachael M Park*

Rachael M. Park, P.E.  
Senior Staff Geotechnical Engineer



Erik J. Nelson, P.E.  
Principal Geotechnical/Civil Engineer

Enclosures:  
Attachment A – EA 2025 Rate Sheet

**ATTACHMENT A**  
**EA 2025 RATE SHEET**

**Engineering Analytics, Inc.**  
**Rate Sheet**  
**2025**

Our services are normally rendered on a time and expense basis according to the following schedule:

**PERSONNEL**

Principal .....	\$304 to \$336/hour
Senior Professional II.....	\$282/hour
Senior Professional I.....	\$261/hour
Project Professional II.....	\$240/hour
Project Professional I .....	\$223/hour
Senior Staff II.....	\$198/hour
Senior Staff I .....	\$177/hour
Staff II .....	\$161/hour
Staff I .....	\$146/hour
Engineering Assistant .....	\$127/hour
Senior Construction Manager .....	\$161/hour
Technician III.....	\$128/hour
Technician II .....	\$109/hour
Technician I .....	\$95/hour
Technical Editor.....	\$161/hour
CAD Designer.....	\$146/hour
AutoCAD II .....	\$133/hour
AutoCAD I.....	\$123/hour
Project Assistant.....	\$109/hour
Office Assistant.....	\$46/hour

**COMPANY VEHICLE AND EQUIPMENT**

4-WD field vehicle.....	\$120/day & Gas Expenses
Field Equipment.....	Available on request

**NON-LABOR EXPENSES** ..... Cost plus 15%

Common non-labor expenses include food, lodging, travel and permits.

**FIELD SUPPLIES** ..... Cost plus 15%

Common field supplies include equipment rental, construction materials, installed equipment, and special insurance.

**OUTSIDE SERVICES**..... Cost plus 15%

Common outside services include laboratory testing and subcontractors.

**SPECIALTY SOFTWARE**.....Available on request

SEEP/W, SLOPE/W, SIGMA/W, VADOSE/W, CTRAN/W, MODFLOW-SURFACT, APEX, Darwin, Surfer, Heave, Leapfrog, SoilVision, Slide, Phase2, Dips, ARCGIS, Etap.

## SHORT FORM CONSTRUCTION AGREEMENT (LUMP SUM)

This Short Form Construction Agreement ("**Agreement**") is made and entered into as of this 3rd day of March, 2025 by and between CO LOT 161C-R MOUNTAIN VILLAGE, LLC, a Delaware limited liability company ("**Owner**") whose address for purposes of this Agreement is 113 Lost Creek Lane, Ste A, Mountain Village, CO 81435, and THE WEITZ COMPANY, LLC, an Iowa limited liability company ("**Contractor**"), whose address for purposes of this Agreement is 4725 South Monaco Street, Suite 100, Denver, CO 80237.

### 1. **SCOPE OF WORK**

**1.1 The Work** – The "**Work**" consists of all labor, materials and equipment required to perform that certain construction work and services in accordance with the requirements of the Contract Documents listed on **Exhibit A** attached and are made a part hereof by this reference (the "**Contract Documents**"). The Work includes all items as are required or reasonably inferred in the Contract Documents as necessary to complete such identified scope of Work. Owner acknowledges that Contractor may retain the services of subcontractors to perform portions of the Work.

**1.2 Contractor's General Warranty** – Contractor warrants that (a) the materials and equipment furnished under this Agreement will be new unless otherwise required or permitted under the Contract Documents, (b) the Work will be free from defects in workmanships and material not inherent in the products and materials specified, and (c) the Work will be completed in accordance with the requirements of the Contract Documents. This warranty shall continue for a period of twelve (12) months following substantial completion of the Work. If any such defects are discovered within such warranty period the Contractor shall repair such defects at Contractor's sole cost. OWNER HEREBY WAIVES ALL OTHER WARRANTIES, WHETHER STATUTORY, CONTRACTUAL, IMPLIED OR OTHERWISE.

**1.3 Site Logistics** – Site logistics shall be in accordance with **Exhibit C** dated 3/4/25 attached hereto.

### 2. **CHANGES IN THE WORK**

**2.1 Changes** - Owner may, at any time before substantial completion of the Work, make changes in the Work, including additions, deletions or modifications to the Work. Contractor shall be entitled to equitable adjustments in the Contract Sum and/or Contract Time arising from changes, acts or omissions of Owner or its agents, unusual or unforeseen conditions, hazardous materials, delays beyond the control of the Contractor and other events, circumstances or causes beyond the control of the Contractor. Owner and Contractor shall sign Change Orders to evidence any such items to evidence agreement of the change in the Work and any Contract Sum and Contract Time impacts.

**2.2 Fee for Changes** - Contractor's fee for changes in the Work that increase the Contract Sum shall be 15% of the increase in costs agreed upon for such change.

### 3. **CONTRACT TIME**

**3.1 Commencement of Work** – Assuming Owner has received all permits and approvals necessary for the performance of the Work, Contractor shall begin the Work as soon as (and not before) notified to proceed in writing by Owner (“*Notice to Proceed*”).

**3.2 Contract Time** - Contractor shall diligently proceed with the performance of the Work in order to achieve substantial completion of the Work by the date of substantial completion, if any, established on **Exhibit A** (such is the “*date of substantial completion*” and such period of time is the “*Contract Time*”) and in accordance with the construction schedule set forth in **Exhibit B** attached hereto. “*Substantial completion*” means the Project may be used by the Owner for its intended purposes, subject only to completion of punch list work. Upon substantial completion of the Work the Owner and Contractor shall meet to identify and agree upon a single list of agreed punch list work, if any, to be completed.

**3.3 Time Extensions** - If Contractor is delayed in the performance of the Work by reason of (a) abnormal, unusual or extreme weather, or (b) war or national conflicts or priorities arising therefrom, or (c) acts or omissions of the Owner or its agents, separate contractors or employees, or (d) unavailable or delays in receipt of materials or supplies, or (e) unforeseen or unusual conditions, hazardous materials, or (f) any other cause beyond the Contractor’s control, then the Contract Time shall be extended for a period equal to the impact of such delay on the schedule.

### 4. **CONTRACT SUM AND PAYMENTS**

**4.1 Contract Sum** – In consideration of the timely and complete performance of the Work and all obligations of Contractor hereunder, Owner shall pay to Contractor in good funds the Contract Sum set forth on **Exhibit A** (“*Contract Sum*”).

**4.2 Progress Payments** – Based upon monthly invoices submitted by the Contractor, the Owner shall pay Contractor in good funds within ten (10) days of receipt of such invoice. No retainage shall be held on any progress payments. As a condition of receipt of each progress payment, the Contractor shall provide Owner with an executed original of Contractor’s waiver and release of lien for all prior progress payments received, including subcontractors and material suppliers lien releases.

**4.3 Final Payment** – The final payment shall be made by the Owner to the Contractor when: (a) the Contractor has fully performed the Agreement (other than Contractor’s twelve (12) month warranty obligation that continues beyond substantial completion of the Work) including completion of all punch list work, (b) an invoice for final payment has been submitted by the Contractor, (c) to the extent of Owner payments made, there are either no liens on the Project in connection with the Work or Contractor has provided, with Owner’s approval, bonds covering in full the amount of all such liens, and (d) written approvals have been received

by Owner for all aspects of the Work requiring approval, if any, from all applicable governmental agencies having jurisdiction over the Work. With its final payment invoice, Contractor shall also submit an executed original of Contractor's conditional final waiver and release of lien, which shall include final waivers and releases of liens from subcontractors and material suppliers

Notwithstanding anything to the contrary, after substantial completion of the Work and in connection with the final payment, Owner shall release and waive all claims against Contractor and its subcontractors for damage to the Work, including loss of use, however caused, during such period of time that Owner owns the Property. Contractor and Owner acknowledge that construction work will be undertaken on the Property in the future pursuant to a construction contract between Contractor and a third-party owner of the Property.

**4.4 Late Payments** – Payments not made when due shall accrue interest at the rate of 1.5% per month, compounded monthly.

## **5. INSURANCE**

**5.1 Contractor's Insurance** – During construction and until substantial completion of the Work, Contractor shall obtain and maintain, at Contractor's expense as part of the Contract Sum, (a) workers compensation insurance with limits as required by state law, (b) general liability insurance with limits of at least \$2,000,000, (c) automobile liability insurance with limits of at least \$2,000,000, (d) builder's risk property insurance for the Work, and (e) professional liability insurance with limits of at least \$1,000,000. Contractor shall include Owner and Telluride Mountain Village Owners Association as an additional insureds on Contractor's general liability and automobile liability policies for insured losses caused by Contractor's negligent acts or omissions. Contractor shall provide Owner with a Certificate of Insurance naming Owner and Telluride Mountain Village Owners Association as additional insureds prior to and as a condition of commencement of the Work.

**5.2 Owner's Insurance** – Owner may obtain any insurance as is deemed appropriate by Owner including property insurance for existing property and for the Work after substantial completion. Owner waives, for the benefit of the Contractor and its subcontractors, all rights of subrogation that may otherwise be applicable to any insurance obtained by Owner or for its benefit, whether applicable before, during or after the performance of the Work. Owner shall include Contractor and its subcontractors as additional insured on Owner's property insurance. Owner shall provide Contractor with a Certificate of Insurance naming Contractor and its subcontractors as additional insureds on Owner's property insurance prior to and as a condition of commencement of the Work.

## **6. INDEMNITY**

**6.1 Contractor's General Indemnity** – Contractor agrees to defend, indemnify and hold Owner harmless from and against all claims, costs, losses, damages, injuries and expenses including attorneys' fees, to the extent caused by the negligent acts or omissions of the Contractor or its subcontractors.

**6.2 Owner's General Indemnity** – Owner agrees to defend, indemnify and hold Contractor harmless from and against all claims, costs, losses, damages, injuries and expenses including attorneys' fees, to the extent caused by the negligent acts or omissions of the Owner or its separate contractors.

**6.3 Mutual Waiver of Consequential Damages** – Owner and Contractor waive all claims against the other for liquidated, consequential, indirect or punitive damages arising out of the Work or this Agreement, however and by whomsoever caused.

**6.4 Removal of Liens** – To the extent of payments made by the Owner, Contractor shall not permit any laborer's, materialmen's, mechanic's or other similar liens arising out of the Work to be filed on any part of the property on which the Work is performed. If any such lien or claim of lien is filed Contractor shall cause such lien or claim to be released or discharged (by payment, bonding or otherwise) as promptly as possible. If Contractor fails to do so, Owner shall have the right to pay all sums necessary to obtain such release or discharge and deduct all amounts so paid from the amounts due Contractor hereunder. Such costs incurred by the Owner shall not be Cost of the Work.

**7. TERMINATION** This Agreement may be terminated by either party upon at least 30 days' advance written notice to the other party.

**8. OWNER'S OPERATIONS** Contractor shall become familiar with Owner's premises and operations and safety rules and shall take all reasonable precautions to avoid injury or property damage to Owner, Contractor, and third parties, and to tenants, employees, representatives, or separate contractors of any of them. All Work to be performed hereunder shall be done in such a manner as not to unreasonably interfere with Owner's or its tenants' operations, and at all times shall be subject to the inspection and approval of Owner.

**9. WAIVER OF SUBROGATION:** The Contractor and Owner waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged.

**10. DISPUTE RESOLUTION:** In the event a dispute arises between Contractor and Owner that can't be amicably resolved between them, then the parties agree that the dispute shall be resolved by arbitration administered by the American Arbitration Association. The arbitration shall be conducted in Denver, Colorado. In the arbitration proceeding, the arbitrator shall award to the prevailing party all costs, including reasonable attorney's fees, of pre-suit collection attempts, suit, and post judgment or settlement collection.

11. **ENTIRE AGREEMENT** This Agreement (including the Contract Documents) represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by Change Order signed by both parties.

IN WITNESS WHEREOF, this Agreement is signed by all parties as of the above date.

**OWNER:**

TMVOA  
DocuSigned by:  
By: James Royer  
64800748ADDA4C9...  
TMVOA Vice Chair  
Its: \_\_\_\_\_

**CONTRACTOR:**

THE WEITZ COMPANY, LLC  
By: Laura J Eathorne  
Digitally signed by Laura J Eathorne  
DN: C=US,  
E=laura.eathorne@weitz.com, O=The  
Weitz Company, OU=The Weitz  
Company, CN=Laura J Eathorne  
Date: 2025.03.10 15:08:48 -05'07'  
Its: General Manager



## EXHIBIT A

### Scope of Work, Contract Documents and Contract Time

A. The scope of the Work is identified in the following Contract Documents for the Project, which are hereby made a part of the Agreement. In the event of conflicts the Contract Documents shall take priority in the order listed:

1. Change Orders entered into after the date of the Agreement, last to first.
2. Clarifications, qualifications, exclusions and allowances, as noted in Section C below:
3. Agreement.
4. Specifications, as follows: None.
5. Drawings, as follows: Re-Issued for Construction Documents by Engineering Analytics Dated 2/12/25 Rev 3 – Issued for Permit.
6. Addenda, last to first, as follows: None.
7. Project Schedule Dated 02/13/2025 “TMV Slope Stabilization” set forth in **Exhibit B** attached hereto.

B. The Contract Sum for such scope of Work is **\$1,274,980.00**.

C. The scope of the Work does NOT include the following exclusions (Owner-provided items or otherwise) and is subject to the following clarifications:

1. We have included costs for Building Permit Fees, Plan Check Fees, Use Tax Fees.
2. We have included cost for a Performance & Payment Bond.
3. We exclude any requirements as set forth in the Design Report “Lot 161C-R Slope Stabilization Design Report dated\_13Sept2024” that are not included in the Re-Issued for Construction Documents by Engineering Analytics Dated 2/12/25 Rev 3 – Issued for Permit.
4. The Contract Sum is contingent upon the dates as reflected in the Project Schedule Dated 02/13/2025 “TMV Slope Stabilization”.
  - a. This includes authorization and early release for SWPPP plan generation and permit application prior to contract execution.
  - b. This includes full access within the Gondola Exclusion Zone from April 6 – May 22, 2025. If full access to the Gondola Exclusion Zone is not provided during these dates, any additional costs shall be subject to reimbursement via change order.

5. We exclude any unforeseen conditions, unsuitable soils, unknown utilities or structures.
6. We exclude all design, engineering and any failure of the wall system that may occur in the future due to such design or change in environmental conditions.
7. We exclude design and engineering for the headwall per H/S-6. Material and installation for Headwall are included.
8. We include installation of the wall per elevations as shown in the Contract Documents as noted above. Any deviations to elevations which require additional excavation, shoring, etc. are excluded.
9. Third Party Observations, Testing and Reporting is excluded and shall be provided by the Owner.
10. We require the full use of Lot 161C-R per Weitz' site logistics plan. Lot shall be available for parking, staging, excavation, stockpiling, and all other construction related activities for the duration of the project.
11. We have included export of onsite clear and grub materials not suitable for final stabilization of site.
12. We exclude import of soil material. We have included and assumed the quantity and use of acceptable onsite overburden materials as located throughout Lot 161C-R as required to complete this scope, including clearing, grubbing, excavation, final grading, etc. to extents as required.
13. We exclude any repairs, patching, chipping, de-facing of applied, foreign or deleterious materials to the existing retaining wall as required to facilitate the installation of the new soil nail wall. Any repairs or modifications to the existing conditions shall be reimbursed on a time and material basis via change order.
14. We have included aggregate trench/bedding for the toe drain up to a max dimension of 24"x12". Additional requirements beyond these assumptions are excluded.
15. We have included an Allowance of \$20,000.00 for Weather Conditions. Weather conditions include, but are not limited to material, equipment, and labor associated with water, snow removal, mitigation, mud removal and mitigation, ground thaw, temporary heating equipment, protection of temporary groundwater dewatering systems, utilities, fire watch (if required), concrete blankets, concrete admixtures, accelerators, temporary enclosures, slip protection, snow melting equipment, utility extensions for temporary heating, rework for frozen substrates, winter concrete batching surcharges, sump pumps, gravel, rock, and the like.
16. We have included a total of 5 each verification tests for the project. We exclude proof testing of the soil nails and have included additional verification tests, included in the above total, to satisfy this requirement. Upon review with Engineering Analytics, if proof tests are deemed required, these can be added via change order, with adjustment for schedule and cost.
17. We have included the shotcrete finish as a rough "gun" finish, gray in color.

18. We exclude blasting, hammering, chipping, screening and larger boulder/rock removal.
19. We have included final stabilization of the site upon completion of construction through the use of erosion control blankets at the slope repair area and hydroseeding at disturbed areas beyond the limits of the slope repair extents.
20. Summary of Estimated Scope (Note – This is a summary only and is not fully representative of all items included in the scope of work).

Scope	Description of Work Included	Quantity	Unit of Measure
GC/GR	Preconstruction Services / Submit for Permit	1	EA
GC/GR	Full time dedicated Project Management and Onsite Supervision	1	EA
GC/GR	Weekly Meetings / Schedule Updates / Contract Management	1	EA
GC/GR	Building Permit / Plan Check / Use Tax Fees	1	EA
GC/GR	P&P Bond	1	EA
Weather	Weather Allowance	1	EA
Survey	Monitoring of Site & Adjacent Properties During Construction - Per TMV Construct Mit. Plan	1	EA
Survey	Establish Control / Property Offsets / Soil Nail Layout / Grade Staking / Toe Drain Layout	1	EA
Survey	Scan Wall Face to Document Soil Nail Placement	1	EA
Survey	Topographic Survey of Final Grading, Drain Structures	1	EA
Survey	Locates/Survey/Potholing of Existing Utilities Crossing Site	1	EA
Earthwork	Clear / Grub of unsuitable overburden - Export from Site	255	CY
Earthwork	Build Temporary Shoring Bench to Facilitate Soil Nail Install - Per Plan	11000	SF
Earthwork	Excavate For Drill Benches - Stockpile Onsite	11000	SF
Earthwork	Remove Clay Layer - Final Grade to Elevations	11000	SF
Earthwork	Distribute Remainder of stockpile from drill bench onsite	11000	SF
Earthwork	Install Toe Drain / Cleanouts / Headwall / Liner / Aggregate	175	LF
Earthwork	OCTV Toe Drain Prior to Turnover / Flush Debris as Required	1	EA
Shoring	Drill / Install Soil Nails	48	EA
Shoring	Drill / Install 4' Perforated Drain @8' o.c. Behind Wall & Geocomposite Drain	14	EA
Shoring	Shotcrete Finish	888	SF
Shoring	Verification Testing	5	EA
Erosion Control	Install Screened Fencing / Site Controls per TMV Construction Mitigation Plan	1500	LF
Erosion Control	Develop & Submit Erosion Control Plan to CDPHE	1	EA
Erosion Control	Install / Maintain BMP's Throughout Duration of Project	75000	SF
Erosion Control	Final Stabilization of Site - Erosion Control Blankets / Hydroseed	45000	SF

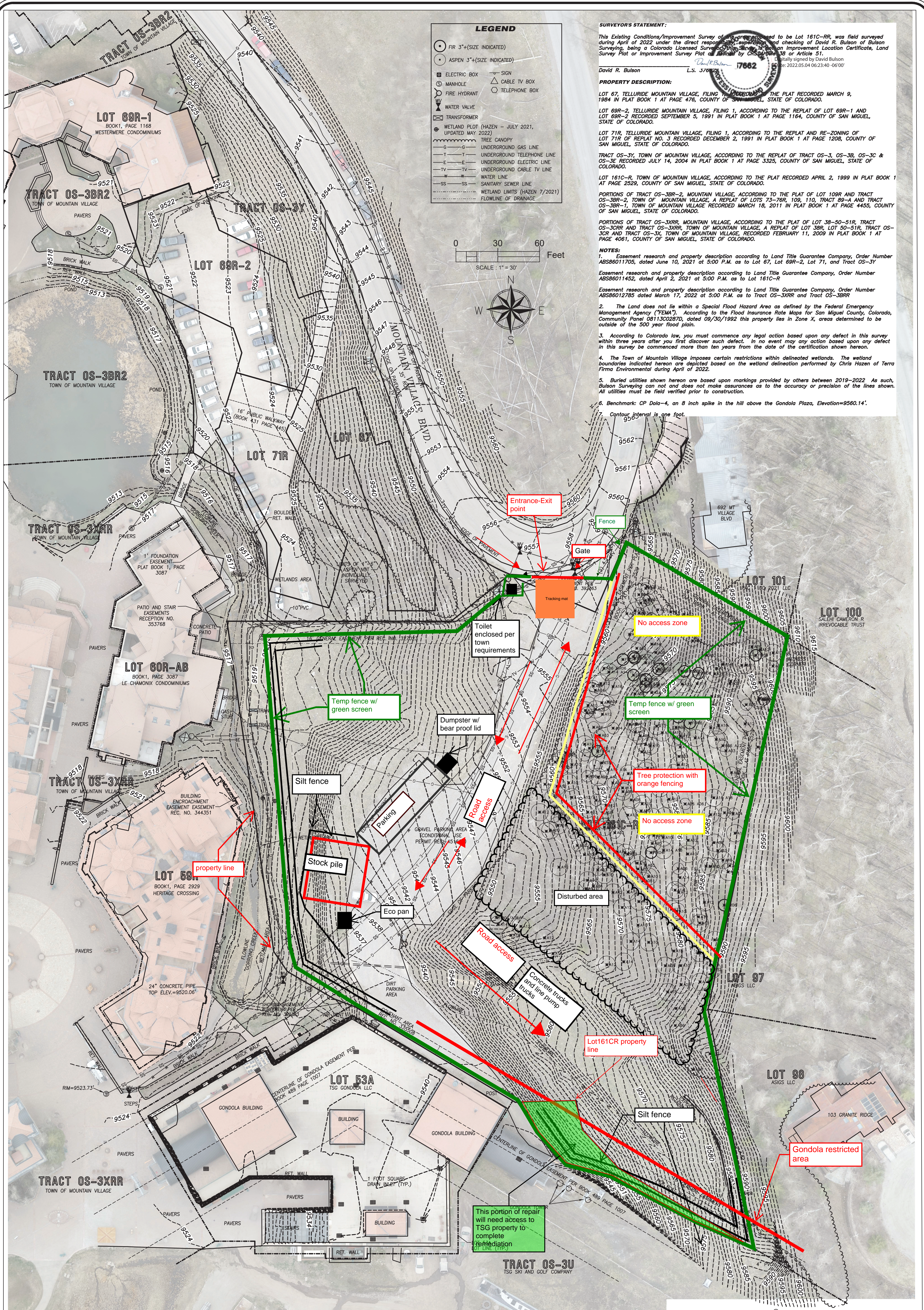
D. The date of substantial completion shall be: 83 days after receipt of notice to proceed and all permits and approvals required to commence and continue with the Work.

Primavera File Name: TMV Slope			TMV Slope Stabilization				Data Date: 03-Feb-25 Run Date: 13-Feb-25				
#	Activity ID	Activity Name	OD	RD	Start	Finish	2025				
							Feb	Mar	Apr	May	Jun
1	TMV Slope Stabilization		70	70	12-Feb-25	21-May-25	21-May-25, TMV Slope Stabilization				
2	Permitting		22	22	12-Feb-25	14-Mar-25	14-Mar-25, Permitting				
3	SWPPP Permit		20	20	17-Feb-25	14-Mar-25	14-Mar-25, SWPPP Permit				
4	A1240	Permitting - SWPPP - TMVOA Release for SWPPP Permit	0	0	17-Feb-25*		◆ Permitting - SWPPP - TMVOA Release for SWPPP Permit				
5	A1250	Permitting - SWPPP - Generate & Submit to CDPHE	5	5	17-Feb-25	21-Feb-25	■ Permitting - SWPPP - Generate & Submit to CDPHE				
6	A1260	Permitting - SWPPP - CDPHE Review & Issue Permit	15	15	24-Feb-25	14-Mar-25	■ Permitting - SWPPP - CDPHE Review & Issue Permit				
7	Building Permit		15	15	12-Feb-25	05-Mar-25	05-Mar-25, Building Permit				
8	A1000	Permitting - 100% CDs Complete - EA	0	0		12-Feb-25*	◆ Permitting - 100% CDs Complete - EA				
9	A1010	Permitting - 100% CD Permit Review / Approval	15	15	13-Feb-25	05-Mar-25	■ Permitting - 100% CD Permit Review / Approval				
10	Procurement		20	20	28-Feb-25	28-Mar-25	28-Mar-25, Procurement				
11	A1180	Contract Executed	0	0		28-Feb-25*	◆ Contract Executed				
12	A1020	Submittals - Review/Approve	10	10	03-Mar-25	14-Mar-25	■ Submittals - Review/Approve				
13	A1230	GC Buyout & Coordination	10	10	03-Mar-25	14-Mar-25	■ GC Buyout & Coordination				
14	A1030	Procurement - Procurement of Material	10	10	17-Mar-25	28-Mar-25	■ Procurement - Procurement of Material				
15	Construction		48	48	17-Mar-25	21-May-25	21-May-25, Construction				
16	A1190	Mobilize - Project Fence/Controls (TMV Inspection)	5	5	17-Mar-25	21-Mar-25	■ Mobilize - Project Fence/Controls (TMV Inspection)				
17	A1200	Layout / Clear & Grub	3	3	24-Mar-25	26-Mar-25	■ Layout / Clear & Grub				
18	A1070	Earthwork - Install to Bench 1 - 9580'	4	4	27-Mar-25	01-Apr-25	■ Earthwork - Install to Bench 1 - 9580'				
19	A1080	Shoring - Soil Nail Bench 1 - 9580'	5	5	02-Apr-25	08-Apr-25	■ Shoring - Soil Nail Bench 1 - 9580'				
20	A1090	Earthwork - Install to Bench 2 - 9575'	2	2	09-Apr-25	10-Apr-25	■ Earthwork - Install to Bench 2 - 9575'				
21	A1100	Shoring - Soil Nail Bench 2 - 9575'	6	6	11-Apr-25	18-Apr-25	■ Shoring - Soil Nail Bench 2 - 9575'				
22	A1110	Earthwork - Install to Bench 3 - 9570'	2	2	21-Apr-25	22-Apr-25	■ Earthwork - Install to Bench 3 - 9570'				
23	A1120	Shoring - Soil Nail Bench 3 - 9570'	3	3	23-Apr-25	25-Apr-25	■ Shoring - Soil Nail Bench 3 - 9570'				
24	A1130	Earthwork - Install to Bench 4 - Drain Installation	2	2	28-Apr-25	29-Apr-25	■ Earthwork - Install to Bench 4 - Drain Installation				
25	A1140	Shoring - Soil Nail Bench 4	2	2	30-Apr-25	01-May-25	■ Shoring - Soil Nail Bench 4				
26	A1150	Drain Tile Installation	3	3	02-May-25	06-May-25	■ Drain Tile Installation				
27	A1160	Earthwork - Grading to Final Elevations	3	3	07-May-25	09-May-25	■ Earthwork - Grading to Final Elevations				
28	A1170	Final Stabilizatoin - Hydroseed/Blankets	1	1	09-May-25	12-May-25	■ Final Stabilizatoin - Hydroseed/Blankets				
29	A1220	Weather Days (Non Working)	7	7	12-May-25	21-May-25	■ Weather Days (Non Working)				
30	A1210	Turover to TMV	0	0		21-May-25	◆ Turover to TMV				

← Gondola Shutdown Window →


Exhibit B - Schedule - 2-13-25





# Exhibit C - Site Logistics - 3/4/25

## Existing Conditions/Improvements Survey

Ramesh Acquisitions, LLC 2434 E. Las Olas Blvd. Fort Lauderdale FL 33301	<b>Lot 161C-RR</b> Town of Mountain Village San Miguel County, Colorado
DATE : May 2, 2022	 <b>BULSON SURVEYING</b>
PROJECT NUMBER 21057	



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

**Resolution No. 2025-\_\_\_\_ - \_\_**

**Recitals:**

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

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

WHEREAS, The Town executed a Memorandum of Understanding (MOU) with Telluride Mountain Village Owner’s Association (TMVOA) on May 17, 2023, to share the costs of investigating and mitigating any possible hazards to Gondola operations and Town owned infrastructure caused by slope slide above the Gondola base station; and

WHEREAS, The Town executed a First Amendment to the MOU on May 14, 2025, to cover additional contracts related to this work and desires to appropriate supplemental funds to complete the slope stabilization project Town owned infrastructure to ensure the continuity of Gondola operations.

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

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

**Section 2. Appropriation.** The following sums are hereby supplementally appropriated to the following fund(s) for the stated purpose:

<b>Fund</b>	<b>Purpose</b>	<b>Amount</b>
Gondola Fund	Slope Stabilization Expenditures	(750,000.00)
Gondola Fund	Transfer from General Fund	750,000.00
General Fund	Transfer to Gondola Fund	(750,000.00)

**Section 3. Severability.** If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair, or invalidate the remaining

provisions of this Resolution, it being the Ton Council's intention that the various provisions hereof are severable.

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

ADOPTED this \_\_\_\_ day of June 2025.

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

By: \_\_\_\_\_  
Martinique Prohaska, Mayor

ATTEST:

\_\_\_\_\_

Susan Johnston, Town Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
David McConaughy, Town Attorney

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

**Resolution No. 2025-\_\_\_\_ - \_\_**

**Recitals:**

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

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

WHEREAS, The Town 2025 budget included \$135,000 for the planned Munchkins capital expansion and actual costs will exceed the budgeted amount; and

WHEREAS, Subsequent to the 2025 budget approval the Town received a grant to cover the expansion costs, allowing the Town to complete other necessary capital improvements to serve as the required grant match; and

WHEREAS, The Town Council desires to appropriate supplemental funds to complete the planned Munchkins expansion and complete additional grant funded capital improvements.

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

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

**Section 2. Appropriation.** The following sums are hereby supplementally appropriated to the following fund for the stated purposes:

<b>Fund</b>	<b>Purpose</b>	<b>Amount</b>
Child Development Fund	Capital grant revenues	188,726
Child Development Fund	Munchkins expansion capital expense	(53,726)
Child Development Fund	Munchkins capital improvement expense	(188,726)

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



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

ADOPTED this \_\_\_\_ day of June 2025.

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

By: \_\_\_\_\_  
Martinique Prohaska, Mayor

ATTEST:

\_\_\_\_\_

Susan Johnston, Town Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
David McConaughy, Town Attorney



**OFFICE OF THE TOWN MANAGER**

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

**TO:** Mountain Village Town Council

**FROM:** Haley Carmer, Assistant Town Attorney & Michelle Bulson, Assistant Town Manager

**DATE:** June 18, 2025

**RE:** Consideration of a Memorandum of Understanding with San Miguel County and the Town of Telluride Regarding the future Sewer Authority and Regional Wastewater Treatment Plant

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**Executive Summary:** The Town of Mountain Village, San Miguel County and Town of Telluride have negotiated a Memorandum of Understanding related to the future regional wastewater treatment plant and sewer authority for consideration.

**BACKGROUND**

In June 2024, the Town of Mountain Village placed a five-acre parcel under contract for a future wastewater treatment plant along the San Miguel River west of Ilium Valley, located in unincorporated San Miguel County. As part of the subdivision and related land use actions needed to separate the five-acre parcel from the retained parcel owned by the Alexander Family, the Alexander Family asked the County to convey a historic Rio Grande Southern railroad grade that runs through their retained parcel to the Alexanders in exchange for the Alexanders' dedicating a 2 acre land area to the County for an improved intersection. The Alexanders also proposed options for formalizing existing roadways over their land that would be included in the subdivision application.

In connection with negotiations on these topics, TMV staff conducted a work session with the BOCC to update them regarding TMV and Telluride efforts to date to analyze the feasibility and viability of a new regional waste water treatment plant on the property to be purchased from the Alexander Family. That work session included discussion of the new regional sewer authority that would own and operate the plant. Following the work session, the BOCC requested that TMV, Telluride, and the County enter into a memorandum of understanding or other agreement regarding sewer authority matters that stand to affect unincorporated San Miguel County. Namely, the BOCC sought assurances around service area boundaries, acceptance of septage, rates and fees, and some degree of County representation within the authority governance structure. Discussions around this authority MOU began in earnest at the end of March 2025 and have culminated in the MOU being considered by Council. The County and Telluride will be considering this MOU for approval during their June meetings as well.

## **TIMELINE**

- June 19, 2024: TMV executed a contract to buy and sell real estate for the 5 acre wastewater parcel
- November 19, 2024: TMV held a pre-application meeting with the County regarding the land use application(s).
- February 3, 2025: Alexanders' attorney issued a summary of actions between the County and the Alexander Family regarding easements/dedications occurring on the Alexander retained parcel
- March 19, 2025: TMV held a work session with San Miguel County to present information regarding the TMV and TOT efforts to create a regional wastewater plant
- May 14, 2025: Work session with the BOCC regarding the future wastewater authority

## **ATTACHMENTS**

- Regional Wastewater Treatment Plant MOU Between San Miguel County, Town of Mountain Village and the Town of Telluride
- Powerpoint Presentation shared at the 3.15.25 work session with San Miguel County

## **OVERVIEW OF THE MOU**

The MOU formalizes intentions to construct a new Regional Wastewater Treatment Plant (RWWTP) and form a corresponding Sewer Authority to own and operate the RWWTP. It covers the four topics of interest to the County as discussed below.

### *Capacity and Service*

- The RWWTP will be designed to serve existing customers and Future committed users under existing contracts (e.g., Ilium Valley)
- Target capacity of RWWTP 2.67 Million of Gallons a Day (current average usage is .8 MGD with 1.6 MGD peaks) anticipates acceptance of septage and service to currently unserved unincorporated areas
- Future connection to the RWWTP by any user will be decided by the Authority based on (i) available capacity at the time of connection; (ii) a finding that providing service will not materially and adversely impact the Authority's ability to provide service or unreasonably increase the cost of service to existing customers; and (iii) such other objective standards that may be adopted by the Authority

### *Septage*

Acceptance of septage at the RWWTP is important for the region considering the current and future generators of regional septage. As such, The RWWTP is intended to accept septage generated in the County at rates initially determined by a rate study conducted by the Authority.

### *Rates and Fees*

- Service rates and tap fees charged to customers served or to be served by the Authority will be reasonable based on the costs of service. Initial rates will be determined by a rate study to be conducted by the Authority. When the future rate studies are conducted, consideration will be given to differential rates for deed-restricted housing, extraterritorial service areas, and low, very low and fixed-income customers

### *County Representation*

- To hold a non-voting advisory seat on the Sewer Authority
- Input on issues affecting unincorporated users and plant expansion.

*County will participate with:*

- Letters of support for grants
- Land deals or easements
- MOU with Mountain Village and Alexander Ranch LLLP
- Other mutually agreed-upon contributions

*Limitations*

- The MOU commits the Towns to incorporating the above principles into the agreement between the Towns that creates the authority
- Unless the MOU is assigned to the future Authority, the MOU itself is not binding upon the Authority

*Termination*

- Failure to reach a Sewer Authority agreement means that the MOU would terminate with a deadline of July 1, 2028
- The MOU can also be terminated by mutual agreement.

### **RECOMMENDED MOTION**

*I move to approve a Memorandum of Understanding with San Miguel County and the Town of Telluride Regarding the future Sewer Authority and Regional Wastewater Treatment Plant attached as exhibit A.*

# **REGIONAL WASTEWATER TREATMENT PLANT**

## **MEMORANDUM OF UNDERSTANDING**

**By and among**

**SAN MIGUEL COUNTY, COLORADO,**

**TOWN OF MOUNTAIN VILLAGE, COLORADO, and**

**TOWN OF TELLURIDE, COLORADO.**

THIS REGIONAL WASTEWATER TREATMENT PLANT MEMORANDUM OF UNDERSTANDING (this “MOU”) is entered into and effective as of \_\_\_\_\_ 2025, by and among SAN MIGUEL COUNTY, COLORADO, a body corporate and politic (the “County”); the TOWN OF MOUNTAIN VILLAGE, COLORADO, a municipal corporation (“Mountain Village”); and TOWN OF TELLURIDE, COLORADO, a municipal corporation (“Telluride”) (the “Parties”).

### **RECITALS**

**WHEREAS**, in 1985, Telluride and the Mountain Village Metro District entered into an agreement to jointly develop and manage wastewater treatment facilities for the environmentally sound treatment and disposal of sewage; and

**WHEREAS**, the existing wastewater treatment plant (the “Existing Plant”) serving Telluride, Mountain Village, and certain portions of unincorporated San Miguel County was constructed in 1987 and expanded in 1994 and 2002;

**WHEREAS**, since 2010, Telluride and Mountain Village (collectively, the “Towns”) have been evaluating options for meeting the stringent regulatory requirements to be imposed by the Colorado Department of Public Health and Environment (“CDPHE”) and the need to enhance capital improvements for plant operations to meet those requirements and to address the Existing Plant’s aging infrastructure and technology; and

**WHEREAS**, the 2017 Regional Wastewater Master Plan prepared by Stantec (the “Stantec Report”) indicated, among other things, a need to (i) expand the Existing Plant capacity from 2.1 MGD to 2.3 MGD and (ii) install associated necessary capital improvements to enhance organics treatment and accommodate anticipated growth through 2047 within the areas served by the Existing Plant; and

**WHEREAS**, in response to the Stantec Report, Telluride and Mountain Village began to evaluate options for upgrading the Existing Plant as recommended in the Stantec Report and the possibility of constructing a new wastewater treatment plant at different location; and

**WHEREAS**, due to the cost, uncertainty, and relatively short lifespan of the improvements recommended in the Stantec Report and the expanded service potential of a new wastewater treatment plant, Telluride and Mountain Village have undertaken a diligence exercise for a new regional wastewater treatment plant; and

**WHEREAS**, as part of the diligence exercise for a new regional wastewater treatment plant the Towns analyzed the appropriate governance structure for the new venture; and

**WHEREAS**, the Towns have expressed their intention to enter into a creation agreement to create a Sewer Authority (the “Authority”) for construction and long-term operation of a Regional Wastewater Treatment Plant (“RWWTP”) to serve the residents of both Towns and portions of unincorporated San Miguel County; and

**WHEREAS**, while the County is not contemplated as an initial member of the Authority, the Parties recognize that the County has an interest in ensuring consideration of current and future users of the RWWTP within the unincorporated areas; and

**WHEREAS**, the County is interested in representation on the Authority for those unincorporated portions of San Miguel County that will be served; and

**WHEREAS**, processing regional waste at the RWWTP will support the Parties’ climate goals by reducing reliance on package plants and individual septic systems and reducing greenhouse gas emissions associated with hauling waste outside of the region for processing; and

**WHEREAS**, the Parties desire to enter into this MOU to set forth their mutual understanding and intentions regarding administrative and operational matters to be addressed in the formation, of the Authority.

## **TERMS**

**1. RWWTP Capacity.** Based on the Towns’ most recent studies, the current demand on the Existing Plant is approximately an average of .8 MGD and an average peak of 1.6 MGD, and the ultimate capacity of the RWWTP is anticipated to be approximately 2.67 MGD to accommodate, among other things, the transition of septic and package plant users to the RWWTP. Under direction of the Authority, the RWWTP will be designed and built to a capacity that, at a minimum, is sufficient to serve (i) the maximum currently-anticipated buildout of all existing neighborhoods, subdivisions, and/or communities that are currently connected to the Existing Plant, and (ii) those properties or users that the Towns have committed to serve as of the date of formation of the Authority, honoring existing contracts and agreements for service at the Existing Plant. Additionally, the RWWTP is intended to be designed and built, either initially or through expansion, to anticipate connection by users in unincorporated San Miguel County that, based on proximity and feasibility of connection to the RWWTP, may request connection to the RWWTP. Future connection by such users will be decided by the Authority based on (i) available capacity at the time of connection; (ii) a finding that providing service will not materially and adversely impact the Authority’s ability to provide service or unreasonably increase the cost of service to existing customers; and (iii) such other objective standards that may be adopted by the Authority.

2. **Septage.** The Parties recognize that acceptance of septage at the RWWTP is important for the region considering the current and future generators of regional septage (e.g., festivals, package plants, individual septic systems, RV's, and regional septic services). The RWWTP is intended to accept septage generated in San Miguel County. Such septage will be accepted at rates initially determined by a rate study conducted by the Authority in accordance with applicable law and subject to reasonable timing and other standards and limitations so as to maximize the efficiency of RWWTP operations.

3. **Rates and Fees.** Service rates and tap fees charged to customers served or to be served by the Authority will be reasonable based on the costs of service. Initial rates will be determined by a rate study which will take into account factors, costs, and variables consistent with industry standards. Differential rates may be established for deed-restricted housing as well as areas under existing extraterritorial contracts assigned by the Towns to the Authority, including for deed-restricted housing the Authority shall endeavor to create a rate policy for different types of deed-restricted properties across its service area. It is the intention of the Parties that consideration will be given to differential rates and/or programs for classes of low income, very low income, and fixed income customers.

4. **Seat on Sewer Authority.** A representative appointed by the Board of County Commissioners will hold an advisory, non-voting seat within the Authority to allow the representative to weigh in on Authority decisions or matters affecting unincorporated County users including, but not limited to, future expansion of the RWWTP and rates.

5. **County Partnership.** As consideration for the advisory position on the Authority and the regional benefits from the creation of the Authority and construction of the RWWTP, the County intends to act as a community partner and assist the Towns and Authority in such endeavor. County assistance may include, but is not limited to, entering into the Memorandum of Understanding with the Town of Mountain Village and Alexander Ranch LLLP; working with the Towns to identify opportunities for easements and other land deals that may be necessary for the initial construction of the RWWTP and its related infrastructure or would benefit the regionalization of the RWWTP; writing letters of support for grant opportunities; and such other assistance as is mutually agreed upon by the Parties.

6. **Limitations of MOU.** The purpose of this MOU is to reflect the intentions and mutual agreement of the Parties regarding matters to be addressed in the Authority formation documents. This MOU and the intentions contemplated herein are subject to the Towns' verification of the engineering, technical, regulatory, and financial viability of the RWWTP and other facts and circumstances otherwise necessary to accomplish the development of the RWWTP and the goals of this MOU. The Parties recognize that certain aspirational goals or other commitments in this MOU will depend upon formal adoption and implementation by a separate governmental legal entity that is not yet formed and which cannot currently be bound by the terms of this MOU. The Towns and County commit to use their best reasonable efforts, acting in good faith, to carry out their intentions set forth in this MOU. To the extent feasible and reasonable, the intentions described herein will be incorporated into the Authority formation documents.

7. **Assignment.** The Towns may assign this MOU to the Authority. Otherwise, this MOU may not be assigned without the prior written consent of all Parties.

8. **Annual Appropriation.** Pursuant to Article X, Section 20 of the Colorado Constitution, the Parties' obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations will be made in the sole discretion of each Party's governing board.

9. **Termination.** This MOU may be terminated by mutual agreement of the Parties. This MOU will automatically terminate upon creation of the Authority, unless specifically assigned by the Towns to the Authority. Alternatively, if the Towns fail to reach an agreement on the Authority formation by July 1, 2028, and ultimately abandon their plans to create a Sewer Authority, this MOU will become null and void.

Signed this \_\_\_ day of June, 2025

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Teddy Errico, Mayor  
Town of Telluride

---

Marti Prohaska, Mayor  
Town of Mountain Village

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Anne Brown, Chair  
San Miguel County





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

**TO:** Mountain Village Town Council  
**FROM:** Lizbeth Lemley, Finance Director  
**DATE:** June 18, 2025  
**RE:** Property Tax Work session

---

**Executive Summary:** During the May meeting, the Council discussed preliminary property valuation increases, the potential impact on property taxes and possible relief for taxpayers. A property tax work session was requested. This memo provides an overview of property tax assessment in Colorado, historical and forecasted property tax data for Mountain Village property owners and discussion of temporary mill levy reduction credit. We will go into further detail during the June meeting.

### **Background**

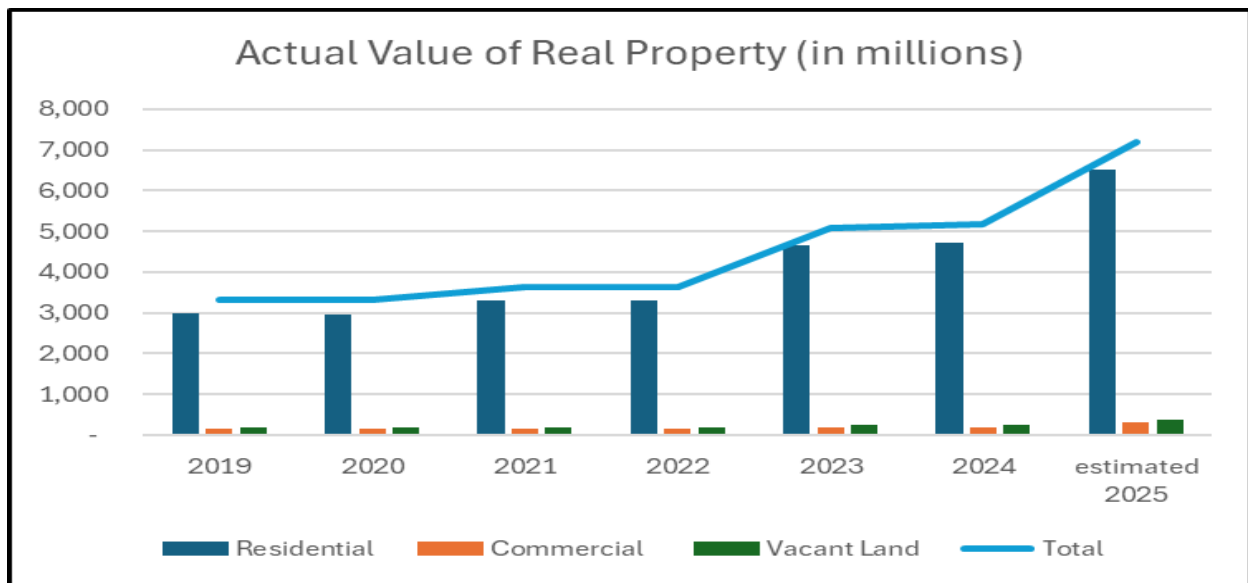
There are three variables used in the calculation of property taxes in the state of Colorado. These variables are actual value, the assessment rate and mill levy. Below is a basic explanation of the components of the calculation.

### **Actual Value**

The San Miguel County Assessor's Office is responsible for determining the actual value and property classification for all property in the county. This process is completed every two years. The current valuations are based on sales and market data from the summer of 2024 and reflect value increases over the summer of 2022. A notice of valuation is sent to all property owners detailing the property classification, current valuation and prior valuation. Property owners can protest the valuation and/or classification with the Assessor's Office. For the current valuation cycle, the deadline to file a protest with the Assessor's Office was June 8<sup>th</sup> for real property and is June 30<sup>th</sup> for personal property. If a property owner is not satisfied with the decision of the Assessor's Office, they may file an appeal with the County Board of Equalization (CBOE). Appeals must be filed with the CBOE by July 15<sup>th</sup> for Real Property and July 20<sup>th</sup> for Personal Property.

The following chart and graph reflect historical valuations of Mountain Village real property as well as estimated valuations for the 2025 tax year. The values reflect not only increases in the value of existing property but also the addition of new property. The estimated valuations were based on input received from the Assessor's Office; however, these are very preliminary as the Assessor's Office works to process the appeals over the next couple of months. Preliminary valuations will be sent to taxing jurisdictions in August to be used for budgeting, with final certifications of valuation sent to taxing jurisdictions in late November/early December prior to final mill levy certification.

Collection Year	Tax Year	Actual Value of Real Property (in millions)				Change over Prior Year	% Change over prior year
		Residential	Commercial	Vacant Land	Total		
2020	2019	2,973	161	197	3,331	314	10.4%
2021	2020	2,965	159	195	3,318	(13)	-0.4%
2022	2021	3,295	151	176	3,622	304	8.4%
2023	2022	3,301	152	183	3,637	15	0.4%
2024	2023	4,641	189	240	5,070	1,433	39.4%
2025	2024	4,724	193	245	5,162	92	1.8%
estimated 2026	estimated 2025	6,519	315	363	7,196	2,034	39.4%



**NOTE:** Increase in actual values reflect both new construction and increases in value.

### **Assessment Rate**

Under the Colorado Constitution, the general assembly is responsible for determining assessment rates for each property classification for use statewide. Assessment rates based on property classification began with an amendment to the Colorado constitution passed by voters in 1982 known as the Gallagher Amendment. This amendment limited the residential share of statewide property taxes, and the residential assessment rate was adjusted annually to meet the statutory requirements of the amendment. In 2020, Amendment B to the constitution was approved by voters. This amendment repealed the part of the Gallagher amendment that governed how assessment rates were set. The general assembly still sets the rates, but under different rules.

The table below shows historical and future assessment rates by year. Assessment rates for tax years 2025-2027 were set by HB 24B-1001 passed August 29, 2024. With the dramatic increases in actual values of real property, the legislature has attempted to slow property tax growth by lowering residential assessment rates.

Collection Year	Tax Year	Assessment Rates		
		Residential	Commercial	Vacant Land
2020	2019	7.150%	29.000%	29.000%
2021	2020	7.150%	29.000%	29.000%
2022	2021	7.150%	29.000%	29.000%
2023	2022	6.950%	29.000%	29.000%
2024	2023	6.765%	29.000%	29.000%
2025	2024	6.700% \$55k exemption from actual value	27.900% \$30k exemption from actual value	27.900%
2026	2025	6.25% or 6.15% if actual value growth statewide exceeds 5%	27.000%	27.500%
2027	2026	6.80% or 6.70% if actual value growth statewide exceeds 5%	25.000%	27.500%
2028	2027	6.80% or 6.70% if actual value growth statewide exceeds 5%	25.000%	27.500%

**NOTE:** For Tax Year 2024 / Collection Year 2025, there are two separate residential assessment rates. The assessment rate applicable to school districts is 7.05%. All other taxing authorities are subject to the assessment rate of 6.7% shown above. It should also be noted that increases in property tax revenues to school districts do not result in an increase in overall revenues. The expected increase in local property tax collections will result in a decline in the state funding component of the school finance formula.

### **Mill Levy**

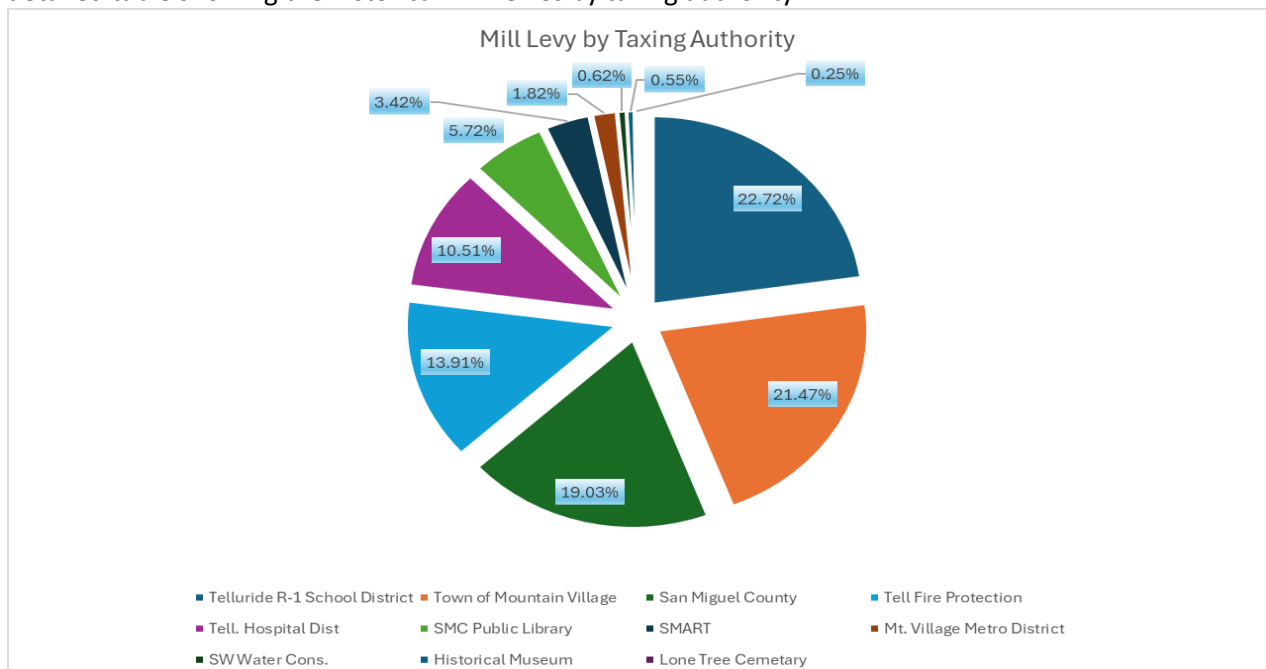
Taxing authorities must bring proposed mill levies to voters for approval. If approved, the taxing authority calculates the revenue for each levy annually using taxable assessed values as provided by the county Assessor's Office. Each taxing authority must certify their mill levy by December 15<sup>th</sup>. The mill levy is certified as part of the annual budget process.

Mill levies can either be fixed or calculated as defined by the ballot language. A fixed mill levy does not fluctuate with changes in property valuation resulting in an increase in property taxes in cycles when property values increase and a decrease in property taxes when values decline. These are commonly mill levies approved for general operating expenses. A calculated mill levy is designed to cover the cost of a specific expenditure(s) annually. Mill levies approved for debt service requirements on general obligation debt are a common example of this type of mill levy. The amount required for annual debt service does not fluctuate with property valuation, so the mill levy is adjusted to capture the revenue needed to meet the obligation.

In addition to property tax collected based on voter approved mill levies, taxing authorities are allowed to collect prior year refunds/abatements through an addition to the mill levy which will generate an amount equal to the refunds/abatements reported by the assessor on the annual certification of values. These are usually small amounts and don't have a noticeable effect on the overall property tax paid by the taxpayer.

In addition to the Town of Mountain Village mill levy the Town also collects the Mountain Village Metropolitan (MVMD) District mill levy. In 2007, the Town of Mountain Village absorbed the MVMD and collects the related mill levy to cover the debt service on General Obligation bonds issued by the district. The debt will be retired in 2035, and the associated mill levy will expire at that time.

Below is a chart showing the distribution of the total 2025 mill levy by taxing authority as well as a detailed table showing the historical mill levies by taxing authority.



Taxing Authority	Mill Levies Applicable to Mountain Village Real Property						Tax year 2019-Tax year 2024
	Tax year 2019 Collected 2020	Tax year 2020 Collected 2021	Tax year 2021 Collected 2022	Tax year 2022 Collected 2023	Tax year 2023 Collected 2024	Tax year 2024 Collected 2025	
Telluride R-1 School District	12.485	12.779	13.323	13.262	13.753	13.878	4.2%
Town of Mountain Village	13.485	13.448	13.850	13.477	13.657	13.452	-2.9%
San Miguel County	11.652	11.662	11.830	11.867	10.638	11.620	-1.8%
Telluride Fire Protection District	4.857	4.902	4.793	4.987	8.291	8.493	77.2%
Telluride Hospital District	3.417	3.560	3.379	3.476	6.150	6.419	90.0%
SMC Public Library	3.555	3.634	3.596	3.638	3.512	3.494	-2.8%
SMART	0.752	0.752	0.775	0.752	0.750	2.086	169.2%
Mountain Village Metro District	1.742	1.548	1.461	1.461	1.131	1.110	-24.0%
SW Water Cons. District	0.403	0.407	0.407	0.407	0.347	0.380	-6.6%
Lone Tree Cemetery	0.150	0.150	0.141	0.150	0.150	0.150	6.4%
Total	52.498	52.842	53.555	53.477	58.379	61.082	14.1%

The tables below provide the detailed breakout of the five largest mill levies assessed on Mountain Village property owners obtained by reviewing certifications filed with the Department of Local Affairs (DOLA). Highlighted in green are the portions of the levies that we assume will increase property taxes with a valuation increase.

Telluride R-1 School District	Mill Levy Detail						% change Tax year 2019-Tax year 2024
	Tax year 2019 Collected 2020	Tax year 2020 Collected 2021	Tax year 2021 Collected 2022	Tax year 2022 Collected 2023	Tax year 2023 Collected 2024	Tax year 2024 Collected 2025	
Program Mills	6.053	9.815	7.281	7.281	7.281	7.281	20.3%
Temporary Mill Levy Reduction	-	(3.762)	(0.228)	-	-	-	0.0%
Voter Approved Override Mills	3.834	4.100	3.750	3.680	2.936	3.035	-20.8%
Abatements	0.035	0.036	0.239	0.038	0.108	0.089	154.3%
Bonds & Interest	2.206	2.233	2.042	2.022	3.184	3.129	41.8%
Transportation	0.357	0.357	0.239	0.241	0.244	0.344	-3.6%
Total	12.485	12.779	13.323	13.262	13.753	13.878	11.2%

Town of Mountain Village	Mill Levy Detail						% change Tax year 2019-Tax year 2024
	Tax year 2019 Collected 2020	Tax year 2020 Collected 2021	Tax year 2021 Collected 2022	Tax year 2022 Collected 2023	Tax year 2023 Collected 2024	Tax year 2024 Collected 2025	
General Fund	13.110	13.110	13.110	13.110	13.110	13.110	0.0%
General Fund - Abatements	0.0423	0.005	0.407	0.034	0.214	0.009	-78.7%
Historical Museum	0.333	0.333	0.333	0.333	0.333	0.333	0.0%
Total	13.485	13.448	13.850	13.477	13.657	13.452	-0.2%

San Miguel County	Mill Levy Detail						% change Tax year 2019-Tax year 2024
	Tax year 2019 Collected 2020	Tax year 2020 Collected 2021	Tax year 2021 Collected 2022	Tax year 2022 Collected 2023	Tax year 2023 Collected 2024	Tax year 2024 Collected 2025	
General Fund	6.175	6.175	6.175	6.175	8.195	6.175	0.0%
General Fund - Abatements	0.032	0.042	0.210	0.033	-	-	-100.0%
Gen Fund - Revenue Stabilization	-	-	-	0.214	-	-	0.0%
Temporary Mill Levy Reduction	-	-	-	-	(0.982)	-	0.0%
Road & Bridge	1.900	1.900	1.900	1.900	0.793	1.900	0.0%
Social Services	0.155	0.155	0.155	0.155	0.159	0.155	0.0%
Retirement	0.390	0.390	0.390	0.390	0.397	0.390	0.0%
Early Childhood Care Fund	0.750	0.750	0.750	0.750	0.632	0.750	0.0%
Mental Health Services Fund	0.750	0.750	0.750	0.750	0.651	0.750	0.0%
Parks/Open Space Fund	1.500	1.500	1.500	1.500	0.793	1.000	-33.3%
SMC Housing Authority Fund	-	-	-	-	-	0.500	100.0%
Total	11.652	11.662	11.830	11.867	10.638	11.620	-0.3%

Telluride Fire Protection Dist.	Mill Levy Detail						% change Tax year 2019-Tax year 2024
	Tax year 2019 Collected 2020	Tax year 2020 Collected 2021	Tax year 2021 Collected 2022	Tax year 2022 Collected 2023	Tax year 2023 Collected 2024	Tax year 2024 Collected 2025	
General Operating Expenses	4.424	4.465	4.320	4.465	4.465	8.444	90.9%
General Obligation Bonds & Int.	0.433	0.437	0.398	0.403	0.308	-	-100.0%
Abatements	-	-	0.075	0.014	0.033	0.049	100.0%
Voter approved increase	-	-	-	-	3.258	-	0.0%
Revenue Stabilization	-	-	-	0.105	0.227	-	0.0%
Total	4.857	4.902	4.793	4.987	8.291	8.493	74.9%

Telluride Hospital District	Mill Levy Detail						% change Tax year 2019-Tax year 2024
	Tax year 2019 Collected 2020	Tax year 2020 Collected 2021	Tax year 2021 Collected 2022	Tax year 2022 Collected 2023	Tax year 2023 Collected 2024	Tax year 2024 Collected 2025	
General Operating Expenses	3.417	3.560	3.320	3.466	6.124	6.384	87%
General Fund - Abatements	-	-	0.059	0.010	0.026	0.035	100%
Total	3.417	3.560	3.379	3.476	6.150	6.419	88%

### **Calculation**

The Colorado property calculation is as follows.

$$\frac{\text{Actual Value} \times \text{Assessment Rate}}{1,000} \times \text{Mill Levy}$$

The following table shows the actual property tax per million dollars of actual value for the tax year 2024 collected in 2025.

Taxing Authority	Tax Year 2024 Collected in 2025	Amount per first million in actual value	Amount per addtl million in actual value	% of Total Property Tax
Telluride R-1 School District	13.878	\$ 878.69	\$ 929.83	22.72%
Town of Mountain Village	13.110	\$ 830.06	\$ 878.37	21.47%
San Miguel County	11.620	\$ 735.72	\$ 778.54	19.03%
Tell Fire Protection	8.493	\$ 537.73	\$ 569.03	13.91%
Tell. Hospital Dist	6.419	\$ 406.42	\$ 430.07	10.51%
SMC Public Library	3.494	\$ 221.22	\$ 234.10	5.72%
SMART	2.086	\$ 132.08	\$ 139.76	3.42%
Mt. Village Metro District	1.110	\$ 70.28	\$ 74.37	1.82%
SW Water Cons.	0.380	\$ 24.06	\$ 25.46	0.62%
Historical Museum	0.333	\$ 21.08	\$ 22.31	0.55%
Lone Tree Cemetary	0.150	\$ 9.50	\$ 10.05	0.25%
Total	61.073	\$ 3,866.84	\$ 4,091.89	100.00%

Using this information, a residential property with an actual value of \$500,000 would have been assessed approximately \$1,933 while a residential property with an actual value of \$3,000,000 would have been assessed approximately \$12,050.62.

Below is a chart showing historic property tax collections by Mountain Village with estimated 2026 collections for the 2025 tax year based on preliminary data from the Assessor's Office. Our preliminary estimates reflect a potential 30% increase in property tax revenue based on the new assessment cycle valuations if no action is taken by Council.

Collection Year	Tax Year	Property Tax Revenues		
		General Fund	Historical Museum Fund	Debt Service Fund (MVMD Levy)
2020	2019	4,092,373	102,165	542,040
2021	2020	4,065,572	102,308	479,639
2022	2021	4,436,425	108,460	479,344
2023	2022	4,309,441	104,430	478,928
2024	2023	5,980,916	140,369	488,292
2025	2024	5,969,810	143,199	487,092
estimated 2026	estimated 2025	7,762,405	197,692	479,000

**Note:** Historical Museum Fund revenues are remitted to the Museum and are not retained by the Town. Additionally, with the passage of SB 24-233, passed in May 2024, the state agreed to reimburse non-school local governments for decreases in value between 2022 and 2024 caused by the decrease in assessment rates. These reimbursements are included in the table above.

### **Growth Limitations**

The TABOR amendment to the Colorado constitution set forth revenue growth limitations on local governments. However, Mountain Village voters passed a ballot measure in 1995 allowing to Town to collect and expend amounts that would constitute an exception to the TABOR limits. This was common across the state and is commonly referred to as “De Brucing”.

The statutory 5.5% Property Tax Revenue Limit, also know as the Annual Levy Law, restricts the amount of total property tax revenue that a local government may collect each year. SB 24-233 reestablished this 5.5% cap and further defined the calculation of the growth limitation. SB 24B-1001 modified SB 24-233 to lower this cap to 5.25%, or 10.5% in a 2-year assessment cycle and set a 6% limit for school districts, or 12% per assessment cycle. However, these statutory limitations do not apply to home-rule municipalities such as the Town of Mountain Village.

Some home rule municipalities have growth restrictions defined in their Charters. The Town of Telluride for example has a self-imposed growth limitation of 7% in the Charter. The Town of Mountain Village’s Charter does not include a limitation.

### **Temporary Mill Levy Reduction**

The Town Council has the option to approve a temporary mill levy reduction on general operating mills when certifying the mill levy each year. This allows the Council to provide a level of taxpayer relief without permanently lowering the approved mill levy. The temporary credit would be applied to the 13.110 general operating mill levy but would not impact the Historical Museum or MVMD levies. However, given that the Town’s levies in total are less than 25% of the total tax assessed on Mountain Village property owners, similar credits through the other taxing authorities would be necessary to have a measurable impact on a Mountain Village property owner’s total property tax. It should be noted that San Miguel County and the School district have applied these credits in the past as reflected in the Mill Levy Detail tables in the mill levy section of this memo. This option will be discussed in more detail during the budget process when the preliminary certification of value is received from the Assessor’s Office in August.

**June 18, 2025 – 8:30 a.m.**

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

NAME: (PLEASE PRINT!)

EMAIL: on file

EMAIL: \_\_\_\_\_

EMAIL: j.millan@fchnetwork.org

EMAIL: \_\_\_\_\_

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**ORDINANCE NO. 2025-\_\_**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE,  
COLORADO AMENDING CHAPTER 17.5.13 SIGN REGULATIONS**

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; and

WHEREAS, Chapter 17.5.13 of the CDC provides regulations for signs within the Town (“Sign Regulations”); and

WHEREAS, on June 18, 2015, the United States Supreme Court issued its decision in the case of *Reed, et al. v. Town of Gilbert*, which imposed new standards under the First Amendment regarding municipal regulation of signs; and

WHEREAS, in light of the *Town of Gilbert* decision, Town Council finds and determines it is necessary to amend the Sign Regulations to ensure compliance with the First Amendment, and Town Council also desires to update and improve sign regulation and enforcement generally for the Town; and

WHEREAS, pursuant to Chapter 17.1.7(B) of the CDC, the Town’s Design Review Board held a duly noticed public meeting on May 1, 2025, to consider revisions to the Sign Regulations and make its recommendations to Town Council regarding same; and

WHEREAS, Town Council finds and determines that amendments are necessary and desirable and now desires to amend Chapter 17.5.13 of the Code as set forth below.

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

Section 1. Recitals. The foregoing recitals are incorporated by reference herein as findings and determinations of Town Council.

Section 2. Amendment. Town Council hereby amends Chapter 17.5.13 of the Code as set forth in Exhibit A, attached hereto and incorporated by reference herein.

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

Section 4. Safety Clause. Town Council hereby finds and determines that this Ordinance is promulgated under the general police power of the Town and that it is necessary for the health, safety, and welfare of the public. Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

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

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

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

**TOWN OF MOUNTAIN VILLAGE:**  
**ATTEST:**

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

By: \_\_\_\_\_  
Susan Johnston, Town Clerk

By: \_\_\_\_\_  
Martinique Prohaska, Mayor

**HEARD AND FINALLY ADOPTED by the Town Council of the Town of Mountain Village, Colorado this \_\_\_\_ day of \_\_\_\_\_, 2025.**

**TOWN OF MOUNTAIN VILLAGE:**  
**ATTEST:**

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

By: \_\_\_\_\_  
Susan Johnston, Town Clerk

By: \_\_\_\_\_  
Martinique Prohaska, Mayor

Approved as to Form:

By: \_\_\_\_\_  
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 March 20, 2025, by the affirmative vote of a quorum of the Town Council as follows:

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

3. After the Council's approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on \_\_\_\_\_, 2025 in accordance with Section 5.2(d) of the Town of Mountain Village Home Rule Charter.
4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on April 24, 2025. At the public hearing, the Ordinance was considered, read by title, and approved with amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

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

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

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Town on \_\_\_\_\_, 2025.

\_\_\_\_\_  
Susan Johnston, Town Clerk  
(SEAL)

## Exhibit A

### **Chapter 17.5.13 Sign Regulations**

*A. Purpose and Intent.* The purpose of the Sign Regulations is to preserve the Town as a desirable community in which to live, vacation, and conduct business, and to create a pleasing, visually attractive built environment. It is also the purpose of these regulations to promote the public health, safety, and welfare, and prevent visual blight and unattractiveness through a comprehensive system of reasonable, effective, consistent, content-neutral, and nondiscriminatory sign standards and requirements. The Sign Regulations are further intended to achieve the following:

1. Enhance the attractiveness and economic wellbeing of the Town as a place to live, vacation, and conduct business;
2. Address community desire to provide a high-quality tourist experience and retain the Town's premier status in an increasingly competitive resort market;
3. Enable the identification of places of residence and business;
4. Allow for the communication of information necessary for the conduct of commerce;
5. Encourage signs that are appropriate to the zone district in which they are located and are consistent with the category of use to which they pertain;
6. Permit signs that are compatible with their surroundings, aid orientation, and ensure placement in a manner that conceals or obstructs adjacent land uses or signs;
7. Preclude signs from conflicting with the principal use of the site or adjoining sites;
8. Curtail the size and number of signs to the minimum reasonably necessary to identify a residential or business location and the nature of any such business;
9. Establish sign size in relationship to the scale of the lot's road frontage and building's road frontage along which the sign is to be placed;
10. Protect the public from the dangers of unsafe signs and require signs to be constructed, installed and maintained in a safe and satisfactory manner;
11. Lessen hazardous situations, confusion, and visual clutter caused by proliferation, improper placement, illumination, animation, and excessive height, area, and bulk of signs that compete for the attention of pedestrian and vehicular traffic; and
12. Regulate signs in a manner so as to not interfere with, obstruct vision of, or distract motorists, bicyclists, or pedestrians.

*B. Exempt Signs.* The following signs are exempt from these Sign Regulations:

1. *Holiday Decorations.* Holiday or seasonal decorations are excluded from these Sign Regulations unless the decorations are (1) two-dimensional and (2) display text or otherwise convey a message to passersby.

2. *Signs Placed by Any Governmental Entity.* Signs lawfully placed by the Town of Mountain Village, San Miguel County, the State of Colorado, or the Federal Government are exempt from this Chapter. This includes all traffic control signs placed in accordance with the MUTCD.

3. *Vehicle Signs.* Signs placed on or affixed to vehicles and trailers, such as lettering on motor vehicles or bumper stickers, where the sign is incidental to the primary use of the vehicle or trailer.

4. *Open House Signs.* Signs informing the public of an open-house event in connection with the proposed sale of a home are permitted forty-eight (48) hours before the event. Two (2) open house signs per event are allowed, provided that signs do not exceed five (5) square feet in area, or ten (10) feet in area per sign when the individual sign has two faces. Each face shall not exceed five (5) square feet in area on a two-faced sign. Such signs shall promptly be taken down at the conclusion of the event.

C. *Prohibited Signs.* The following signs are expressly prohibited within in the Town:

1. *Billboards and Other Off-Premises Signs.* Signs advertising goods, products, or services that are not located or sold on the lot or premises on which the sign is located. This does not include signs that project from a lot or premises into a plaza area, directory signs, and other off-premises signs specifically allowed by the Sign Regulations;

2. *Flashing Signs.* Signs with lights or illumination that flashes, moves, rotates, scintillates, blinks, flickers, varies in intensity, varies in color, or uses intermittent electrical pulsations, except as provided for in this section;

3. *Moving Signs.* Signs with visible moving, revolving, or rotating parts, visible mechanical movement of any description or other apparent visible movement achieved by electrical, electronic or mechanical means, including automatic, electronically controlled copy changes, except for image projector signs as allowed by the Sign Regulations;

4. *Portable Signs.* Portable and wheeled signs, roof signs, search lights, or beacons;

5. *Signs Causing Direct Glare.* A sign or illumination that causes any direct or indirect glare into or upon any public right-of-way, adjacent lot, or building other than the building to which the sign may be accessory;

6. *Signs Creating an Optical Illusion.* Signs with an optical illusion of movement by means of a design that presents a pattern capable of reversible perspective, giving the

illusion of motion or the changing of copy, except for image projector signs as allowed by the Sign Regulations;

7. *Signs Obstructing Egress.* A sign which obstructs any window or door opening used as a means of egress, prevents free passage from one part of a roof to any other part, interferes with an opening required for legal ventilation or is attached to or obstructs any standpipe, fire escape, or fire hydrant;

8. *Vehicle Mounted Signs.* Vehicle-mounted signs, including but not limited to signs painted on or attached to semi-trailers or cargo containers, when exhibited on private property adjacent to public right-of-way for the purpose of advertising the business or services offered on the property. Vehicle-mounted signs used in connection with a special event are exempted from the requirements of this section during the duration of the special event only and not exceeding seventy-two (72) hours. Upon the conclusion of the special event, such signs must be dismantled;

9. *Signs in Public Right-of-Way.* A sign in, on, over or above a public right-of-way that in any way interferes with normal or emergency use of that right-of-way. Any sign not authorized by the Town in a public right-of-way may be removed by the Town;

10. *Strings of Lights and Strip Lighting.* Strip lighting outlining commercial structures and used to attract attention for commercial purposes, and strings of light bulbs used in any connection with commercial premises unless the lights are shielded; and

11. *Unsafe Signs.* An unsafe sign is any sign that can be described by any one of the following:

- a. Is structurally unsafe;
- b. Constitutes a hazard to safety or health by reason of inadequate maintenance or dilapidation;
- c. Is not kept in good repair;
- d. Is capable of causing electrical shock to persons likely to come into contact with it;
- e. In any way obstructs the view of, may be confused with, or purports to be an official traffic sign, signal or device or any other official government regulatory or informational sign;
- f. Uses any words, phrases, symbols or characters implying the existence of danger or the need for stopping or maneuvering of a motor vehicle, or creates in any way an unsafe distraction for vehicle operators or pedestrians;
- g. Obstructs the view of vehicle operators or pedestrians entering a public roadway from any parking area, service drive, public driveway, alley or other thoroughfare;

- h. Is located on trees, rocks, light poles or utility poles, except where required by law;  
or
  - i. Is located so as to conflict with the clear and open view of devices placed by a public agency for controlling traffic or which obstructs a motorist's clear view of an intersecting road, alley or major driveway.
12. *Signs Attached to Trees.* Any sign attached to a tree;
13. *Signs Attached to or Held by a Person.* Signs that are attached to a person or held by a person, except signs that are being carried by persons or service animals recognized under the Americans with Disabilities Act, provided that such signs are not set down or propped on objects;
14. *Unprotected Speech.* Any sign that is likely to incite violence, is obscene, constitutes a true threat directed towards another, defames another, or has any other illegal characteristic.
15. *Commercial Speech in Residential Areas.* Signs soliciting a commercial transaction, including the sale of a home or other property, shall not be allowed in residential areas unless explicitly allowed under another provision of these regulations.
16. *Other Signs.* All other types of signs not permitted under the Sign Regulations.

D. *Lighting.*

- 1. No sign shall be illuminated through the use of internal illumination, rear illumination, fluorescent illumination, except when used for indirect illumination and in such a manner as to not be directly exposed to public view.
- 2. Illumination of signs shall be designed, located, shielded and directed in such a manner that the light source is fixed and is not directly visible and does not cause glare or direct light from artificial illumination upon any adjacent public right-of-way, surrounding property, residential property or motorist's vision.
- 3. All sign lighting shall be provided by LED or other energy efficient light.
- 4. Sign lighting shall be consistent with the Lighting Regulations.

E. *Temporary Signs.*

- 1. *Special Event Signs.* Temporary signs displaying a special event shall be subject to the following requirements:

- a. The temporary sign shall be placed in the window or windows of the business holding the special event.
  - b. There shall be permitted not more than one (1) temporary sign in any window and a total of not more than three (3) temporary signs for each event.
  - c. Each sign shall not exceed three (3) square feet.
  - d. Temporary signs may be maintained for a period not to exceed fourteen (14) days and shall be removed on the day following the end of the event.
  - e. Any special event wishing to display temporary signs must be approved subject to a required special event development application. Approved special event temporary signs may provide for off-premises signage for sponsors of the event.
2. *Temporary Site Signs.* Temporary site signs installed in association with an active building permit in accordance with the adopted Building Codes. An allowance of one (1) temporary sign , or additional signs as may be required by the building official where necessary, per building site shall be permitted subject to the following requirements:
- a. The graphics, color selections and sign location are subject to Planning Division staff approval;
  - b. The sign shall be between the size of twenty-four (24) inches tall by forty-eight (48) inches wide to forty-two (42) inches tall by sixty (60) inches wide, mounted on either a semi-permanent sign, u-shaped sign post or on the construction fencing;
  - c. The sign shall contain the name of the project at the top of the sign, with a bigger font than all other sign content that stands out, with the project address below the project name. The sign shall also contain the business name and telephone number of the general contractor and may contain the content listed below. The same font size shall be used for the general contractor and other allowed sign content as follows with the sign text equally distributed, without a larger font for any of the entities involved in developing the project:
    - i. Brief description of the project;
    - ii. Project consultants;
    - iii. Project developer;
    - iv. Project lender;
    - v. Contractor; and
    - vi. "For information" followed by a phone number.



- d. Logos shall be limited to any project logo, and any entity involved in the project as limited above. Logos shall be proportional to the font as limited above and not exceed 25% of the sign area unless the Planning Division approves a variation based on a finding that the logo is proportional to the sign content and sign size;
  - e. Real estate brokerages, real estate agents' names and the word “sale,” “rent,” or any reference to the property being available for purchase or rent are prohibited on construction signs;
  - f. Only the project logo is allowed, which shall be limited to no more than twenty-five percent (25%) of the sign area; and
  - g. Temporary site signs shall be removed within fifteen (15) days of issuance of a temporary or final certificate of occupancy, or in the event construction is abandoned or the building permit expires or is otherwise revoked, the sign shall be removed immediately.
4. *Banners.* Banners may be used as a sign on a temporary basis not to exceed two (2) weeks in duration in any six (6) month period and only upon prior review and consideration by the review authority. Graphics, size, color, location and duration of existence are subject to review and approval by the review authority. Banners shall be removed within three (3) days following the end of an event. Town-sponsored events are exempt from this provision.
5. *Sandwich Boards.* Sandwich board signs shall not be larger than twelve (12) square feet. A maximum of one (1) sandwich board sign per business shall be allowed provided the requirements of the Sign Regulations are met. Sandwich board signs may only be placed in plaza areas clear of established pedestrian access and emergency access routes and shall be located within a twenty-five foot (25') radius from the business's main entry. The review authority shall approve all locations for sandwich board signs prior to their placement. Sandwich board signs shall be removed from all plaza areas at the close of each business day. Sandwich board signs do not require individual permits. However, the Town may revoke an entity's sandwich board allowance for one or more violations of this part 5.
6. *Flags.* Flags are any piece of cloth or similarly flexible material attached on one or more sides to a mounting point. Flags attached to buildings or to other structures are permitted provided the review authority determines: (1) the placement of flag does not negatively impact the architecture of the building or the character of the area; (2) the flag placement allows for the visual opacity of the commercial storefront; and (4) the size of the flag does not exceed three feet (3') in width and five feet (5') in length.

#### F. *Permanent Signs.*

1. *Business Identification Signs.* Business identification signs are permitted subject to the following standards:

a. *Maximum Number.* There shall be no more than a combination of two (2) of the following four (4) types of signs for each business:

- i. Freestanding sign;
- ii. Projecting sign;
- iii. Wall and window signs; and
- iv. Awning sign.

b. *Creative Design.* Business identification signs shall be creatively designed and colorful, legible, and shall conform with relevant Town design standards.

c. *Freestanding Sign Design.*

i. *Limitations.* Freestanding signs are only allowed for a development or project that is located on a lot that allows for commercial or mixed use development where there is one (1) main business occupying such lot, such as a hotel business sign.

(a) Freestanding business identification signs shall not be permitted on any Town-owned land.

ii. *Proportion and Maximum Size.* The maximum sign area for each freestanding building identification sign shall not exceed twenty-four (24) square feet and shall be in proportion to the scale of the building it serves.

iii. *Minimum Height.* Minimum lettering height shall be fifty-four (54) inches.

iv. *Maximum Height.* Maximum height to the top of the freestanding building identification sign shall be ten feet (10').

v. *Maximum Lettering.* Letters for a freestanding business identification sign shall not exceed twelve (12) inches in height. The review authority may permit taller letters and/or a larger area if, in its sole judgment, it is appropriate for the relative scale of the building.

d. *Projecting Sign Design.*

i. *Proportion and Maximum Size.* The total projecting sign area for each business shall not exceed ten (10) square feet in size.

ii. *Creative Design.*

(a) Projecting sign design shall avoid long rectangular or square shapes and shall be three-dimensional.

(b) Projecting signs shall be handcrafted and made from metals such as wrought iron, bronze, brass, copper, anodized aluminum or gold leaf or wood such as redwood, cedar or hardwood.

iii. *Maximum Lettering.* Letters for a projecting sign shall not exceed six (6) inches in height. The review authority may permit taller letters and/or a larger area if, in its sole judgment, it is appropriate for the relative scale of the building.

iv. *Minimum Clearance.* Pedestrian clearance for projecting signs shall be eight feet (8') above finished grade unless landscaping prohibits pedestrian flow under the sign.

e. *Wall and Window Sign Design.*

i. *Proportion and Maximum Size.*

(a) The total wall and window sign area for each business shall not exceed ten (10) square feet in size.

(b) Total area of graphics coverage for business identification signs on a wall shall be relative to the size of the wall, building and surrounding architecture.

ii. *Minimum Height.* Minimum lettering height shall be fifty-four (54) inches.

iii. *Maximum Height.* Maximum height to the top of the sign shall be ten feet (10').

iv. *Maximum Lettering.* Letters for a business identification sign shall not exceed six (6) inches in height. The review authority may permit taller letters and/or a larger area if, in its sole judgment, it is appropriate for the relative scale of the building.

v. *Wall Sign Maximum Projection.* Wall signs shall not project more than twelve (12) inches from the face of the building to which they are attached.

f. *Awning Signs.*

i. *Maximum Sign Area.* Sign graphics on awnings shall be limited to fifteen percent (15%) of the surface area of the awning, or a maximum of ten (10) sq. ft., whichever is more restrictive.

ii. *Location Over Principal Entrance.* Awning signs shall only be located over the principal entrance to the business identified by said sign.

iii. *Design.* As a general rule, the awning shall extend no further than three (3) feet from each side of the entrance and project beyond the face of the building not more than eight feet (8'). Exceptions to the size shall be allowed if, under the sole judgment

of the review authority, a larger awning is appropriate for the relative scale and proportion of the building.

iv. *Minimum Clearance.* Pedestrian clearance for projecting signs shall be eight feet (8') above finished grade unless landscaping prohibits pedestrian flow under the sign.

2. *Project Identification Signs.* Multifamily, mixed-use or commercial development shall provide either a freestanding or wall-mounted project identification sign for project identification that lists the name of the building or project subject to meeting the following standards:

a. *Maximum Number.* One (1) project identification sign is permitted for a project. The review authority may allow more than one (1) project identification sign if it determines it to be appropriate for a specific building's location,

b. *Proportion and Maximum Size.* Total area of graphics coverage for a project identification sign on a wall shall be relative to the size of the wall, building and surrounding architecture, but shall not exceed twenty-four (24) square feet of sign area on each façade.

c. *Creative Design.* Project identification signs shall be creatively designed, incorporating graphics in coordination with lettering.

d. *Minimum Height.* Minimum lettering height shall be fifty-four (54) inches.

e. *Maximum Height.* Maximum height to the top of the sign shall be nine (9) feet.

f. *Maximum Lettering.* Letters for a project identification sign shall not exceed twelve (12) inches in height. The review authority may permit taller letters and/or a larger area if it determines it to be appropriate for the relative scale of the building.

g. *Wall Sign Maximum Projection.* Wall signs may not project more than twelve (12) inches from the face of the building to which they are to be attached.

3. *Business Directory Signs.*

a. *Maximum Number.* There shall be no more than one (1) business directory sign per lot.

b. *Maximum sign area.* The maximum permitted area of the business directory sign shall be as follows:

i. For 1-5 businesses, one (1) square foot of sign area per business.

ii. For 6-10 businesses, five (5) square feet, plus 1/2 square foot for each business over five (5) businesses.

iii. For more than 10 businesses, 7 1/2 square feet, plus 1/4 square foot for each business over ten (10) businesses, to a maximum sign area of ten (10) square feet.

c. *Proportion and Maximum Size.*

i. The maximum sign area for a business directory sign shall not exceed twenty-four (24) square feet and shall be in proportion to the scale of the building it serves.

d. *Minimum Height.* Minimum lettering height shall be fifty-four (54) inches.

e. *Maximum Height.* Maximum height to the top of the sign shall be ten (10) feet.

f. *Maximum Lettering.* Letters for a business directory sign shall not exceed twelve (12) inches in height. The review authority may permit taller letters and/or a larger area if it determines it to be appropriate for the relative scale of the building.

g. *Sign Type and Required Location.* The business directory signs may be wall signs or freestanding signs provided any freestanding business directory sign shall be located on a lot and not on any Town-owned property.

4. *Address Identification Signs.* The development or redevelopment of all lots within the Town shall provide an address identification sign prior to the issuance of a certificate of occupancy, certificate of completion or other final approval step as provided for in this CDC, which shall meet the following standards:

a. *Freestanding Address Monument Required.* Each lot shall provide a freestanding address identification sign monument.

i. Notwithstanding the foregoing, homes that are located close to and are visible from a Town road may attach address identification numbers to the building if such is located within twenty feet (20') of the roadway, subject to review authority and Fire District approval. The numbers shall match the size, contract, illumination and maintenance requirements set forth below.

ii. Address identification signs may be incorporated into a stone retaining wall that is located in the general easement and is readily visible from a right-of-way or access tract.

b. *Lettering Size and Required Height.* Lettering and numbers shall be a minimum height of six (6) inches with the bottom of the letters and numbers no less than fifty-four (54) inches from the finished grade.

c. *Maximum Height.* The maximum height is six feet (6').

d. *Contrast.* Contrasting letters and numbers are allowed (i.e., black) to improve daytime visibility. Lettering shall have reflective material outline for nighttime visibility when lighting fails.

e. *Illumination.* The address lettering and numbers shall be illuminated with a concealed LED or other energy efficient light source that does not cause glare to motorists or surrounding properties.

f. *Location of Address Identification Sign Monument.*

- i. Address monuments shall be designed and located so as to be visible from the right-of-way or access tract that provides access to the driveway serving the development.
- ii. Address monuments may be permitted by the review authority in the general easement provided the property owner enters into a revocable license agreement with the Town prior to the issuance of the required development permit or building permit.

iii. Address monuments may be located in a right-of-way or access tract if it is not possible to design such monument so as to be located on the lot it is to serve, or if the monument would not be readily visible from the right-of-way or access tract providing access to the driveway provided that:

(a) For rights-of-way or Town-owned access tracts, the property owner enters into a revocable license agreement as set forth in the Sign Regulations; and

(b) For private access tracts, the developer or lot owner secures a letter of permission from each owner having an interest in such access tract.

iv. Address identification signs shall be set back a sufficient distance from roadways, drives and access tracts in order to facilitate snow plowing and storage. The address identification sign shall remain visible for emergency vehicles.

g. *Addresses Only.* Only address numbers and letters are permitted. Names, project names or slogans of any nature are prohibited on the address monument.

5. *LED Signs.* LED signs may be placed on a window for “open” signs, to display the logos or graphics for goods or merchandise sold on the property, or for other permissible uses under these sign regulations provided:

a. The area of the LED sign counts towards the maximum sign area allowed for the type of window and/or wall sign.

b. The maximum area allowed for a LED sign shall be two (2) square foot per sign, with a maximum of two (2) LED signs per business.

c. The brightness of the LED sign shall not exceed 1,500 NITs unless the DRB grants a specific approval for a brighter LED sign.

6. *Neon Signs.* Neon signs may be used as window signs for “open” signs, to display the logos or graphics for goods or merchandise sold on the property, for business identification signs placed on a window or a wall, or for any other permissible uses under these sign regulations provided:

- a. The area of the neon sign counts towards the maximum sign area allowed for the type of window and wall sign.
- b. The maximum area allowed for a neon sign shall be one (1) square foot per sign, with a maximum of two (2) neon signs per business.

7. *Image Projector Signs.*

- a. The review authority may permit a business to have one (1) or more illuminated image projector signs that use digital graphics or art to advertise, subject to the following:
  - i. An image projector sign shall project only upon the property occupied by the associated business or a surrounding area within ten feet (10') of the building frontage occupied by the business;
  - ii. The sign area of the image projector sign shall be included within the overall allowed sign area for the use unless the review authority allows for additional sign area through the review process based on a finding that the sign area of the image projector sign, combined with the regular sign area allowed by the Design Regulations does not adversely impact the character of the surrounding area;
  - iii. Illumination from the projector mechanism shall not pose a hazard for pedestrians or motorists and shall be screened from view to the maximum extent feasible; and
  - iv. The projector shall be screened, built into the building, installed under an awning or blended into the building façade so as not to adversely impact the architecture of the building or the surrounding areas.

8. *Display Boxes.* Boxes for display of flat physical or electronic items, including but not limited to menus and real estate listings, will be permitted but shall not exceed six (6) square feet in surface area. Display boxes shall not project more than eight (8) inches from the exterior wall surface of the building facade, and the location shall be specifically approved by the review authority. Any lighting of a display box shall completely screen the light source from pedestrians and not allow any direct bulb glare outside of the display box. Display boxes will be evaluated based on originality, creativity and the use of high quality handcrafted materials.

9. *Town Directory Signs.* The Town may install permanent town directory signs for the purpose of providing information, maps, directions and similar public information for

residents and guests in the Town. The design of these signs shall strive to meet the applicable sign Design Regulations set forth in Sign Regulations, with the final design subject to the approval of the review authority.

10. *Town Directional Signs.* The Town may install town directional signs to direct pedestrians to businesses, plaza areas, buildings or similar geographic locations. The Town directional signs will be installed at locations set forth by the Town with any business desiring to place a business name thereon submitting a request to the Town directional sign program, along with any required application forms or fees as set forth in the fee resolution. The Town directional sign program shall set forth the rules and procedures for the administration and enforcement of this program and may be adopted by the Town Council by resolution.

11. *Recreation Area Directional Signs.* Outdoor recreational space operators, including ski resort operators and golf course operators, may install permanent signs to provide information, maps, directions and similar important public information for recreation area guests. The design of these signs shall strive to meet the applicable sign Design Regulations set forth in Sign Regulations with the final design subject to the approval of the review authority.

12. *Miscellaneous Signs.*

a. *De Minimis Signs.* Individual building signs may be allowed only when the sign does not exceed twelve (12) square inches and shall be attached directly to the building.

b. *Residential Signs.* Any residential development shall be permitted to display two (2) signs provided the signs do not exceed five (5) square feet in area, or ten (10) feet in area per sign when the individual sign has two faces. Each face shall not exceed five (5) square feet in area on a two-faced sign.

c. *Private Property Signs.* Signs erected on private property notifying visitors that the area is private property are permitted when they do not exceed two (2) square feet per face, or four (4) square feet in total surface area, limited to four (4) such signs per use or per building, whichever is the greater number.

#### G. *Sign Design and Materials.*

1. Sign materials shall be of a high quality and able to endure the high mountain, alpine climate of the Town.

2. Sign materials shall match or compliment the architecture, colors and materials for the building or project associated with the sign.

3. Project identification signs and address identification signs shall be made from metals such as wrought iron, bronze, brass, copper, anodized aluminum or gold leaf or wood such as redwood, cedar or hardwood.



4. Freestanding signs shall have a solid, heavy base and frame made from stone, stucco, metal, wood or other review authority approved material.

5. Sign inserts may also be a combination of wood and metal.

6. Applied letters and numbering shall be finished with metals such as wrought iron, bronze, brass, copper, anodized aluminum or gold leaf. Letter styles shall be creative and original with avoidance toward rigid uniformity.

7. In the Village Center, sign design shall be produced through artistic and imaginative effort. The goal is to display a broad range of imaginative designs, colors and a sense of quality for pedestrian streets and plaza areas. The review authority's evaluation shall be based upon the design's excellence, creativity, originality, timelessness and compatibility with the design theme of the Town.

H. *Sign Location.* All signs shall be placed in the most highly visible location within the normal field of view of people, whether in vehicles for signs next to a road or on foot for signs seen from the plaza areas.

I. *Revocable Encroachment Agreement Requirement.*

1. For any sign located on or projecting into and over Town property, right-of-way, plaza areas or the general easement, the review authority shall require the owner of property where the sign is to be located or the lot owner, as applicable, to enter into a revocable encroachment and license agreement with the Town that includes indemnification for the Town from liability that may arise as a result of such signs.

2. The encroachment agreement shall be in a form and manner set forth by the Town and shall be recorded in the San Miguel County Clerk and Recorder's Office at the developer's expense.

3. The encroachment agreement shall be executed and recorded prior to the issuance of any building permit or development permit.

J. *Maintenance.* It shall be the responsibility of the lot owner(s), homeowners associations and business owners to maintain all signs in accordance with the Sign Regulations.

1. Snow and ice that obstructs the visibility of a sign shall be removed in a timely manner.

K. *Sign Program.*

1. *Purpose and Intent.* The purpose and intent of a sign program is to allow for flexibility and creativity in the design of signs, and to have a unified and coordinated design of signs for the businesses and residences located within a development, lot or site.

2. *Applicability.* A sign program is applicable to any developer or property owner that desires to create sign with design standards that differ from the Sign Regulations and for which a design variation development application has not been submitted.

3. *Development Review Procedure.* A sign program shall be processed as a class 3 application.

4. *Criteria for Decision.* The following criteria shall be met for the review authority to approve a sign program:

a. The proposed sign program assures that the color scheme, lettering style and type of materials used in signs within the sign program are consistent with and coordinated within a given project and/or area;

b. The proposed sign program specifies, as applicable, the type, number, size, method of illumination and location of signs allowed in a development;

c. The proposed sign program generally conforms to the basic sign requirements contained in Sign Regulations unless unique circumstances or special design or development objectives warrant standards that differ from the Sign Regulations of the CDC;

d. The proposed sign program prevents visual clutter and the disruption of important scenic corridors or vistas;

e. The proposed sign program protects the safety of motorists and pedestrians in a manner compatible with the surrounding environment;

f. The proposed sign program is compatible with surrounding land uses and the neighborhood and will not create a substantial adverse impact on adjacent properties or infrastructure; and

g. The proposed sign program meets all applicable Town regulations and standards.

5. *Development Agreement Required.* An approved sign program shall be incorporated into a development agreement.

L. *Ski Resort Operator Off-Premises Signs and Sign Program.*

1. It is common for outdoor entertainment venues to have advertising, including the entire area of a ski resort and such advertising often advertises sponsorship products which may not be sold by such venue. Ski resorts commonly have such advertising and signage at base areas, gondola loading stations, on-mountain restaurants and bars, and on the ski lift safety bars. In order to have off-premises signs, the ski resort operator shall propose a sign program as provided for in these regulations that contains appropriate advertising and

signage related to the ski resort and its sponsors, with size, scope and design determined solely by the DRB pursuant to the sign program process outlined herein.

2. The off-premises signage shall be located within the ski resort boundary on ski resort operator land zoned open space as set forth in Appendix 5-2.

3. The ski resort operator shall minimize the extent to which such signage is readily visible from outside of the ski resort boundary, excepting plaza areas, with specific size, location, quality and other sign design standards as required by the DRB set forth in the sign program.

4. Such sign program may also address other typical ski resort signage.