TOWN OF MOUNTAIN VILLAGE
TOWN COUNCIL REGULAR MEETING
THURSDAY, JULY 17, 2025 1:00 PM
2nd FLOOR CONFERENCE ROOM, MOUNTAIN VILLAGE TOWN HALL
455 MOUNTAIN VILLAGE BLVD, MOUNTAIN VILLAGE, COLORADO
AGENDA REVISED

https://us06web.zoom.us/j/88292609415?pwd=GVtSadtl4zBUPUzjKuekGRf2qPxzva.1

Please note that times are approximate and subject to change.

	Time	Min	Presenter	Type	
1.	1:00				Call to Order
2.	1:00	5			Public Comment on Non-Agendized Items
3.	1:05	5	Johnston		Administration of Oath of Office to Newly Elected Council Members
4.	1:10	10	Wisor	Action	Election of Mayor and Mayor Pro Tem
5.	1:20	45	McConaughy	Informational	Legal Presentation to New Council Members
6.	2:05	10	Johnston Applicant	Action ***Quasi-Judicial***	Mountain Village Liquor Authority: a. Consideration of a Special Event Application for the Telluride Reserve and the Jarman Family Foundation for an Event on August 2, 2025 on Heritage Plaza
7.	2:15	30	Council Members	Action	Consideration of Council Boards and Commissions Appointments: 1. Ethics Commission (One Regular, One Alternate) 2. Budget & Finance Committee (Three Regular) 3. Colorado Flights Alliance (One Regular, One Alternate) 4. Telluride Historical Museum (One Regular) 5. Transportation & Parking (Two Regular) 6. Region 10 (One Regular) 7. Telluride Mountain Village Owners Association Gondola Committee (Three Regular) 8. Colorado Communities for Climate Action (CC4CA) (One Regular) 9. Mountain Village Community Grant Committee (Two Regular) 10. Telluride Conference Center Work Group (Two Regular) 11. San Miguel Authority for Regional Transportation (SMART) (Two Regular, One Alternate) 12. Collaborative Action for Immigrants (CAFI) (One Regular) 13. Plaza Vending Committee (One Regular) 14. Mountain Village Business Development Advisory Group (BDAG) (Three Regular)

TOWN COUNCIL MEETING
AGENDA FOR JULY 17, 2025

	Time	Min	Presenter	Type	
					15. Telluride Tourism Board (One Regular) 16. Infrastructure/Wastewater/Housing Committee (Three Regular) 17. Public Arts Commission (One Regular) 18. Ski Ranches Working Group (Two Regular)
8.	2:45	5	Johnston	Action	Consent Agenda: All matters in the Consent Agenda are considered to be routine by the Town Council and will be enacted with a single vote. There will be no separate discussion of these items. If discussion is deemed necessary, that item should be removed from the Consent Agenda and considered separately: a. Consideration of Approval of June 18, 2025 Regular Town Council Meeting Minutes b. Consideration of Approval to Ratify an IGA with San Miguel County as Fiscal Agent for a Homeland Security Grant
9.	2:50	20	Wisor Lemley	Informational	Department Updates and Business & Government Activity Report (BAGAR)
10.	3:10	10	Lemley	Action	Consideration of Approval of the 2nd Quarter 2025 Financials
11.	3:20	5	Lemley	Action	Consideration and Ratification of the 2026 Budget Process
12.	3:25	10	Lemley Pittenger	Action	Consideration of Approval of a Resolution Appropriating Sums of Money Related to Boiler Replacements
13.	3:35	5	Broady	Action	Consideration of a Resolution to Impose an Open Fire Restriction
14.	3:40	10	Nelson Bulson Ellis	Action ***Legislative***	Town Council Acting as the Board of Directors of the Mountain Village Housing Authority: a. Pre-Development Agreement with Triumph West for Development of Ilium
15.	3:50	15	Howe Taylor	Action ***Quasi-Judicial***	Consideration of a Resolution regarding a Conditional Use Permit Development Application for the Placement of a Spider Jump and Zipline Ground School Activity Structures on OS3U, Active Open Space
16.	4:05	15	McConaughy Butt	Action ***Legislative***	Second Reading, Public Hearing and Council Vote on an Ordinance Amending CDC Section 17.5.13 Sign Regulations
17.	4:20	45	Alvarado Ward	Action ***Legislative***	Consideration of Approval of a Resolution Regarding a Conditional Use Permit for a Temporary Parking Lot on Lots 122, 123 and OS-1R2, Pursuant to Section 17.4.14 of the CDC
18.	5:05	5	Ward	Informational	Update Regarding Alternative Construction Fencing Proposal for Plaza Area Interface for Upcoming Four Seasons Development

TOWN COUNCIL MEETING
AGENDA FOR JULY 17, 2025

	Time	Min	Presenter	Type	
					Construction
19.	5:10	15			Dinner
20.	5:25	5	Perez Fanos	Action ***Quasi-Judicial***	First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Regarding a Density Transfer and Rezone Application for Lots 901-R2, 902-R2, 908, and 904 per Community Development Code Sections 17.4.9 and 17.4.10 *To be Continued to the August 21, 2025 Town Council Meeting*
21.	5:30	5	Perez Fanos	Action ***Quasi-Judicial***	Consideration of a Resolution Regarding a Minor Subdivision for Lots 901-R2, 902-R2, 908, and 904 to Replat into Lot 901-R3 and 904-R per Community Development Code Section 17.4.13. *To be Continued to the September 18, 2025 Town Council Meeting*
22.	5:35	20	Perez Galvin	Action ***Quasi-Judicial***	Consideration of Approval of a Resolution Regarding the Siting of a Pickleball Court in the Front Yard of Lot 705R, Pursuant to CDC Section 17.4.16
23.	5:55	45	Wisor Lemley Pittenger	Work Session	Work Session Regarding a Snowmaking Water Rate Study
24.	6:40	50	Wise Greensfelder	Work Session	Discussion Regarding Village Center Subarea Commercial Space Analysis Project
25.	7:30	5			Other Business
26.	7:35	15 20 20 20 15 10	Legal		Executive Session for the Purpose of: a. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding the Oak Street Gondola Station Draft Lease Agreement with Telluride 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 the Sewer Authority and Wastewater Treatment Plant Pursuant to C.R.S. 24-6-402(4)(e) c. Determining Positions Relative to Matters that May be Subject to Negotiations; Developing Strategy for Negotiations; and Instructing Negotiators Regarding the Ilium Community Housing Parcel Pursuant to C.R.S. 24-6402(4)(e)

TOWN COUNCIL MEETING
AGENDA FOR JULY 17, 2025

	Time	Min	Presenter	Type	
					d. Receiving Legal Advice on Specific Legal Questions Under C.R.S. Section 24-6-402(4)(b), Specifically Regarding Code Interpretation and Threats of Legal Claims e. 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 Lot R f. Receiving Legal Advice on Specific Legal Questions Under C.R.S. Section 24-6-402(4)(b), Specifically Regarding Proposed Ballot Measures for the November 2025 Election
27.	9:15				Adjourn

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

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

https://us06web.zoom.us/j/88292609415?pwd=GVtSadtl4zBUPUzjKuekGRf2qPxzva.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.

New Councilmember Orientation

Mountain Village Town Council

July 17, 2025

Presented by: David McConaughy
Garfield & Hecht, P.C.

Governance Structure

- Home-Rule Town per Charter
- Mayor-Council Governance
- Governance Documents
  - Charter (can only be amended by election)
  - Municipal Code
- Only town in Colorado where non-resident property owners can vote

Governance Structure
(Town Council)

- Seven councilmembers, each elected by eligible voters

- Mayor appointed by Councilmembers
  - Presiding officer of Town Council
  - Can vote and make motions
  - Executive Duties per Charter:
    - Prepare budget and report to Council on finances
    - CEO of Town and Staff
    - Enforce and administer contracts
    - Hire certain positions with Council advice and consent
    - Town Manager to hire/fire all other positions with Mayor's advice and consent
    - Set the Agenda for Council meetings

Appointed Positions

- Certain positions are to be appointed by the Mayor with advice and consent of Council:
  - Town Attorney
  - Town Manager
  - Town Treasurer
  - Town Clerk
  - Police Chief
  - Municipal Judge (can only be removed for cause)
  - Director of Community Development
  - Director of Operations and Development

Governance Structure
(Town Council)

- Act by ordinance, resolution, or motion when quorum present (4 members)

- Vacancies filled by appointment of the Council, the appointee to hold office until the next general election (unless 4 or more vacancies and no election w/in 90 days)

- General duties and powers
  - Enact all ordinances and local legislation
  - Adopt budget prepared by staff
  - Determine and establish policies
  - Acquire, sell, and lease property
    - No election required, which is unusual in CO
  - Approve contracts
    - Some contracts may be approved by Mayor or Manager under procurement code
  - Any other power recognized or authorized by law

Governance Structure
(Town Manager)

- Works with the Mayor. Mayor is Chief executive officer and the head of the administrative branch of the Town government
  - Appoint and remove all Town officers and employees except those listed above
- Answers to and serves at the pleasure of Council; terms of employment set by contract
- All employees and appointed positions are generally “at will” except for Municipal Judge

Role of Council vs. Staff

- Council's Role: help establish policies for Town as a whole; set overall goals and priorities; enact legislation; exercise duties and powers assigned to Council

- Staff's Role (with Mayor): manage and accomplish work assigned by Council or otherwise delegated to staff through the Town Manager; execute and implement policies adopted by Council; day-to-day administration of Town business, including HR matters

Chain of Command



- Council not to interfere with Manager-Employee relations
- Grievances:
  - If regarding another employee, go to Direct Supervisor
  - If regarding Direct Supervisor, go to Department Head
  - If regarding Department Head, go to Town Manager
  - If regarding Manager, go to Mayor or Council or Attorney
  - If regarding a Councilmember, go to Manager or Attorney or Mayor if not involved

Personnel Matters

- Council should:
  - set general HR policies or rules
  - determine personnel budget, pay plans, benefits, etc.
  - select and supervise staff that reports directly to Council

- Council should avoid:
  - Interfering with or influencing hiring, firing, and disciplinary decisions for staff members that don't report directly to Council
  - Bypassing chain of command
  - Interfering in staff-level decisions
  - Directing staff that doesn't report directly to Council

Workplace Liability

- Sexual harassment
  - *Quid pro quo*
  - Disparate treatment
  - Hostile work environment
- Race, religion, nationality, etc.
- Disability
  - Reasonable accommodations
- Age
- Retaliation for Reporting
- Risk of Councilmember's personal liability for employment matters goes down if chain of command respected

Legislative vs. Quasi-Judicial

- Legislative actions:
  - enacting laws, policies, and regulations of general applicability
  - subject to substantive and procedural due process requirements

- Quasi-Judicial actions: applying laws to specific facts (e.g., approving land use applications)
  - Decisions to be based on the record
    - No ex parte communications
    - Beware of social media
    - Any communications had or facts learned outside public hearing must be stated on the record
    - Speak clearly and one at a time to create good minutes!
    - Reasons for decision should be clear
  - Procedural due process
  - Substantive due process
  - 28 days to challenge per CRCP 106 (abuse of discretion)
  - Federal challenges

Ordinances

- Regular Ordinances
  - Two readings
  - Publish after first reading and set public hearing on second reading no sooner than seven days after first reading
  - Charter is silent on effective date, so per CRS 32-16-105 ordinances take effect 30 days after publication (Charter amendment to fix this was rejected)
  - Charter requires re-publication if there are changes on second reading, so effective date depends on the date of the *last* publication
- Emergency Ordinances
  - Used to establish special election or when ordinance necessary to immediately preserve the public peace, health, or safety in a special emergency
  - Take effect immediately upon passage
- Adopting other codes by reference (e.g. model traffic code)

Open Meetings

- All meetings of **three** or more members of council must be open to the public and noticed 24 hours in advance

- A Meeting is “any kind of gathering convened to discuss public business in person, by telephone, electronically, or by other means of communication”
  - E-mails among 3 or more councilmembers discussing public business constitutes a meeting
  - Chance meetings and social gatherings at which discussion of public business is not the central purpose are NOT considered a meeting

- Council can only act at properly-noticed meetings

- Any action taken at a meeting that does not comply with the Open Meetings law is void

Open Meetings (continued)

- Executive Sessions not required to be open to public
  - Enumerated purposes including:
    - Personnel matters unless involving a specific employee who has requested open session
    - Receiving legal advice
    - Discussing a property transaction
    - Negotiation strategies
  - Specific procedures to be followed
  - Must be noticed

- Public Hearings
  - Only apply to certain matters (e.g., land use applications, budget)
  - Require additional noticing provisions to be completed by land use applicant

- Never “Reply All” to an email to the entire Council!

Colorado Open Records Act

C.R.S. § 24-72-201, *et seq.*

- All public records are open for inspection by any person at reasonable times
- A public record is any writing:
  - Made, maintained, or kept
  - by the Town
  - For use in the exercise of functions authorized by law or rule
  - Or involving receipt or expenditure of public funds
- Content of record is key as to whether disclosure is required

Colorado Open Records Act

C.R.S. § 24-72-201, *et seq.*

- "Record" Includes:
  - e-mails, recordings, meeting minutes, memos, and any other documentary material
  - Following 2017 amendments to CORA, electronic documents must be produced in their native format (e.g., the actual e-mail not a paper copy or .pdf version of it)
- Town has adopted its own CORA policy that describes the process for requesting the Town's records

Colorado Open Records Act
C.R.S. § 24-72-201, *et seq.*

- Government official's correspondence is subject to CORA unless it is:
  - Work product (advisory or deliberative materials, e.g. memos)
  - Without a demonstrable connection to official functions
  - From a constituent and clearly intended to be private and confidential

- Records not kept in "official capacity" are not subject to CORA BUT
  - Cannot use personal e-mail to avoid CORA
  - Discussing public business/official functions through personal e-mail may subject personal e-mail account to search and/or disclosure
  - Be careful with use of social media
  - Only use Town e-mail to discuss official business

Ethics

- Must carry out duties for the benefit of the people you serve
- Avoid conduct that violates or appears to violate the public trust
- Abstain from personal financial gain beyond the compensation established in the Charter
- Must not use position to gain an unfair advantage
- See Town Ethics Code – now tracks state law
- No free Bluegrass tickets per Code of Ethics
- **Guiding Principles: what is the right thing for the Town, and even if this seems ok how would it look in the newspaper?**

Conflicts of Interest

- Private interests (both financial and non-financial) that infringe on Councilmember's ability to objectively perform duties

- Colorado Code of Ethics (C.R.S. §§ 24-18-101, *et seq.*) establishes:
  - ethical standards
  - prohibited conduct
  - civil and criminal liability for failing to comply

- Financial Interests include
  - Ownership interest in a business
  - Being a director or officer of a business
  - Employment or prospective employment
    - Town Code of Ethics 1-5(B)(3)(h) specifically excludes payment of salary from an employer as a gift of "substantial economic benefit" prohibiting Council members from accepting gifts from people or businesses who do business with the Town
  - Ownership of real or personal property

Conflicts of Interest

- If a councilmember has a "personal or private interest" in any matter proposed or pending before Council, he or she must disclose such interest, shall not vote, and must avoid influencing other members (best to leave the room)

- Councilmember may vote on matter in which he or she has an interest IF:
  - The Member's vote is necessary to reach a quorum and allow Council to act AND
  - The interest was voluntarily disclosed prior to the vote pursuant to C.R.S. § 24-18-110

- If a councilmember serves on the board of a nonprofit entity:
  - It is NOT a conflict of interest or breach of any duty for the member to vote on matters affecting the nonprofit, provided that the member announces his or her involvement before voting
  - The Councilmember need only file a disclosure statement and refrain from voting if the member has a financial interest in or receives services from the nonprofit that are independent of his or her duties as a member of the board of directors

- If a councilmember has a financial interest in a contract, that contract may be void if the Councilmember votes on an action involving the contract

- Personal conflicts not within Colorado Code of Ethics may nonetheless raise the "appearance of impropriety" and warrant recusal

- Holding an interest in a business that may benefit from a Town decision may warrant recusal. Merely being an employee in a business, and not an owner or manager, does not necessarily require recusal.

Conflicts of Interest
(Civil Liability)

- Basis for liability
  - Disclosing or using confidential information acquired through official duties to further personal financial interests;
  - Accepting a gift or other thing of substantial economic value;
  - Engaging in a substantial financial transaction for private business purposes with a person whom the official inspects or supervises in the course of official duties;
  - Performing an official act that directly and substantially bestows an economic benefit on a business or other undertaking in which the official has a substantial financial interest or is engaged as counsel, consultant, representative, or agent;
  - Accepting goods or services for the official's personal benefit from a person who is at the same time providing goods or services to the official's governmental body or receiving compensation in any way from that governmental body
- Public official is personally responsible for any monetary damages or other consequences resulting from prohibited action

Conflicts of Interest
(Criminal Liability)

- Basis for liability
  - Having a financial interest in any contract made by the official in his/her official capacity or by any body, agency, or board of which he/she is a member or employee
  - failing to disclose an actual or potential conflict of interest before exercising a discretionary governmental function regarding a government contract or other pecuniary transaction
- Conflict exists if member owns or controls directly or indirectly a substantial interest in any non-governmental entity participating in a transaction
- Violation constitutes Class 1 or Class 3 Misdemeanor

Personal Liability

- Civil and/or Criminal liability for violating ethics rules,
- Immune from tort claims under Colorado Governmental Immunity Act
- 42 U.S.C. § 1983 Actions
  - Lawsuit regarding violation of right, privilege, or immunity granted by US constitution or federal law
  - Can be sued in official and/or individual capacity
    - Official capacity: action that violated rights taken pursuant to official policy or custom of the Town; Town pays damages, if any
    - Personal capacity: action that violated rights taken while acting in furtherance of official duties; individually responsible for damages
- Qualified Immunity: Knowingly violating the law may not be protected

Town of Mountain Village

Date: 7/11/2025
To: Town Council, Acting as the Liquor Licensing Authority (LLA)
From: Susan Johnston, Town Clerk
RE: Local Liquor Licensing Authority Matters for the July 17, 2025 Meeting

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Consideration of an Application for a Special Event Liquor Permit by the Jarman Family Foundation in Conjunction with the Telluride Reserve for an Event on August 2, 2025 from 1:00 PM-4:00 PM in Heritage Plaza

All required documentation and fees have been received. The packet has been reviewed by the Clerks and Police Department with no adverse findings. The required notice was posted 10 days prior to the public hearing with no comments filed.

Staff recommendation: Motion to approve the application by the Jarman Family Foundation in Conjunction with the Telluride Reserve for a Special Event on August 2, 2025 from 1:00 PM-4:00 PM in Heritage Plaza

Town Council
Town of Mountain Village
455 Mountain Village Blvd
Mountain Village, CO 81435

Dear Mayor and Members of the Town Council,

On behalf of the Telluride Reserve team, we are pleased to share with you the details of this year's Telluride Reserve: an immersive, high-altitude food and wine experience designed to highlight the beauty, community, and culinary excellence of Mountain Village.

The Telluride Reserve is a curated three-day event that will take place July 31-August 2, 2025. It brings together world-class chefs, winemakers, sommeliers, and culinary thought leaders for intimate tasting experiences set across the stunning venues of Mountain Village. From Bon Vivant to Heritage Plaza to the Ah Haa School, each location is thoughtfully chosen to showcase the natural charm and hospitality of the town.

This is not a large-scale festival. It is intentionally intimate and purposefully designed to feel like a private gathering of passionate food and wine enthusiasts. With a limited number of tickets available, our aim is to offer guests a uniquely personal and elevated experience while minimizing disruption to the local community.

The event is centered around sustainability, kindness, and the celebration of place. We work with local partners and regional producers to ensure the experience reflects the authentic character of Telluride and Mountain Village. Our team is deeply committed to supporting local businesses, giving back to the community, and stewarding the natural beauty of this region.

We are excited to continue our collaboration with the Town of Mountain Village and appreciate your ongoing support in making Telluride Reserve a world-class event. If you have any questions or would like further details, we would be happy to provide a more in-depth presentation at your convenience.

With gratitude,

Nicole Jarman
On behalf of the Telluride Reserve Team
Executive Director
nicole@jarmanandcoevents.com

TOWN OF MOUNTAIN VILLAGE
SPECIAL EVENT LIQUOR PERMIT APPLICATION

This application must be filed with Office of the Town Clerk, 455 Mountain Village Blvd., Mountain Village, Colorado 81435. Contact mvclerk@mtnvillage.org or 970-369-6429 with questions.

In order to qualify for a Special Events Permit, you must be a nonprofit and one of the following:

- ☐ Social
- ☐ Fraternal
- ☐ Patriotic
- ☐ Political
- ☐ Athletic
- ☐ Municipality Owning Arts Facilities
- ☐ Religious Institution
- ☒ Philanthropic Institution
- ☐ Political Candidate
- ☐ Chartered Branch, Lodge or Chapter of a National Organization/Society

Type of Special Event applicant is applying for:

- ☐ Fermented Malt Beverage (3.2%) | $100/day
- ☒ Beer, Wine & Liquor | $100/day

1. Name of Applicant Organization or Political Candidate	State Sales Tax Number (required)
Jarman Family Foundation	98287807
2. Mailing Address of Organization or Political Candidate	**3. Address of Place Special Event to be held**
640 Detroit Street, Denver, CO 80206	Heritage Plaza, Mountain Village

4. President/Secretary of Organization or Political Candidate

Name	Date of Birth	Home Address	Phone Number
Nicole Jarman	[redacted]	640 Detroit Street, Denver, CO 80206	303-242-1032

5. Event Manager Name	Date of Birth	Home Address	Phone Number
Nicole Jarman	[redacted]	640 Detroit Street, Denver, CO 80206	303-242-1032

6. Has applicant organization or political candidate been issued a special event liquor permit this calendar year?

☐ Yes ☒ No — If yes, how many days?

7. Are premises now licensed under state liquor or beer code?

☐ Yes ☒ No — If yes, to whom?

8. Does the applicant have possession or written permission for the use of the premises to be licensed? (Attach to application)

☒ Yes ☐ No

List Below the Exact Date(s) for Which Application Is Being Made For Permit

Date(s)	08.02.2025	to	08.02.2025	Date(s)		to	
Hours	6:00am	to	11:50pm	Hours		to	
Date(s)		to		Date(s)		to	
Hours		to		Hours		to	

REPORT AND APPROVAL OF TOWN OF MOUNTAIN VILLAGE LOCAL LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended. **THEREFORE, THIS APPLICATION IS APPROVED.**

SIGNATURE	TITLE	DATE
Nicole Jarman	Executive Director	5 May 2025

TOWN OF MOUNTAIN VILLAGE
SPECIAL EVENT LIQUOR PERMIT APPLICATION
APPLICATION INFORMATION AND CHECKLIST

THE FOLLOWING SUPPORTING DOCUMENTS MUST BE ATTACHED TO THIS APPLICATION FOR A PERMIT TO BE ISSUED:

- ☐ Appropriate fee - CHECK PAYABLE TO THE TOWN OF MOUNTAIN VILLAGE $100/day
- ☐ Diagram of the area to be licensed (not larger than 8 ½" x 11" reflecting bar locations, walls, partitions, ingress, egress and dimensions
  Note: if the event is to be held outside, please submit evidence and photo of intended control, i.e., fencing, ropes, barriers, etc.
- ☐ Copy of deed, lease, or written permission of owner for use of the premises
- ☐ Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; **or**
- ☐ If not incorporated, a NONPROFIT charter; **or**
- ☐ If a political candidate, attach copies of reports and statements that were filed with the Secretary of State.

- ☐ Application must be submitted to the Town of Mountain Village **at least thirty (30) days** prior to the event.
- ☐ Cover letter explaining the event in detail

(12-48-102 C.R.S.)
A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 46 and 47 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being nonprofit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the secretary of state pursuant to Article 45 of Title 1, C.R.S. a Special Event Permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

If an event is cancelled, the application fees and the day(s) are forfeited.

TOWN OF MOUNTAIN VILLAGE
SPECIAL EVENT LIQUOR LICENSE PERMIT APPLICATION
ADDENDUM *Please answer all of the following questions.*

Describe the event and the target market.

Telluride Reserve is a three-day culinary and wine festival designed to educate, entertain, and inspire. From curated tastings and intimate chef collaborations to elevated wine experiences and lively celebrations, this exclusive event brings together

How many people are you expecting per day? 500

Will you be serving alcoholic beverages? yes

Are alcoholic beverages included in the event price? yes

Will alcohol be sold by the drink? no

What type of alcoholic beverages are you planning on selling/serving?

Primarily wine and some spirits

Will you be selling/serving food items? Yes we will have bites from all participating restraunts.

What type of food items will be sold or served?

Participating chefs will be serving small bites that represent the food within their restaurants.

Will you be cooking food and if cooking food, will you use propane?

We will not be using propane but may be warming food with hot plates using electricity.

TOWN OF MOUNTAIN VILLAGE
SPECIAL EVENT LIQUOR LICENSE PERMIT APPLICATION
ADDENDUM *Please answer all of the following questions.*

Will you have amplified sound or live music inside or outside? yes

Will there be tents/awnings? yes

Describe your security plans for this event.

We will have security at key entrance and exit points - to the gondola, the walkway next to the Madeline between heritage plaza and reflection pond and at the Franz Klammer watching the alcohol permiter as well patron behaviour.

Describe the type of training security personnel will have prior to the event.

We plan to use Citadel Security out of Grand Junction and volunteers. The festival will have a briefing in advance sharing how to identify festival patrons and communication protocals.

How will you insure compliance with beer/liquor laws, such as: no service to minors or visibly intoxicated persons, no service outside of designated premises, no service before or after hours designated for the event, etc.

The event is a 21+ only event, patrons must check in and show an ID to receive an over 21+ wristband and a branded tasting glass. Everyone must show both a wristband and a glass to consume alcohol.

Describe or attach an emergency plan for the event.

Attached

TOWN OF MOUNTAIN VILLAGE
SPECIAL EVENT LIQUOR LICENSE PERMIT APPLICATION
OATH OF APPLICANT *Please initial each of the following statements.*

☑ I understand that as the promoter of the event, that both the non-profit and the server can be charged criminally for alcohol violations under permit. I also understand that the non-profit can be held responsible for any tax liabilities generated by the alcohol permitted event.

☑ I understand that I must allow open access to all town personnel (i.e., Police, Fire, Community Development, etc.) at this event, even if it is deemed a private function. Further, due to health and safety concerns, I understand that other town departments, as a result of circulation of this city application, may have additional requirements resulting in other costs for my special event.

☑ I understand that if this permit is denied, the Town of Mountain Village assumes no liability for expenses incurred by the applicant.

☑ I understand that if during the course of the event, the town determines there is a public safety hazard or if there is a violation of any permit condition, the event will be terminated immediately. The Town of Mountain Village is not responsible for any expenses incurred by the permit holder. Failure to meet the requirements of this permit may provide basis for denial of future permits for a given event, event manager or sponsor.

☑ I understand that only non-profit entities that are properly formulated with the State of Colorado may apply for special event liquor permits, and they may only apply if the permit application and all attachments are filed at least 30 days before the event per state law. In addition, non-profits are required to have: i) state sales tax number from Colorado Department of Revenue, ii) Certificate of Good Standing for their non-profit from Colorado Secretary of State's office, and iii) Town of Mountain Village business license and sales tax number from Mountain Village Finance Department.

☑ I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor and Beer Code and Regulations and all Town of Mountain Village rules, regulations, ordinances and codes that affect my license.

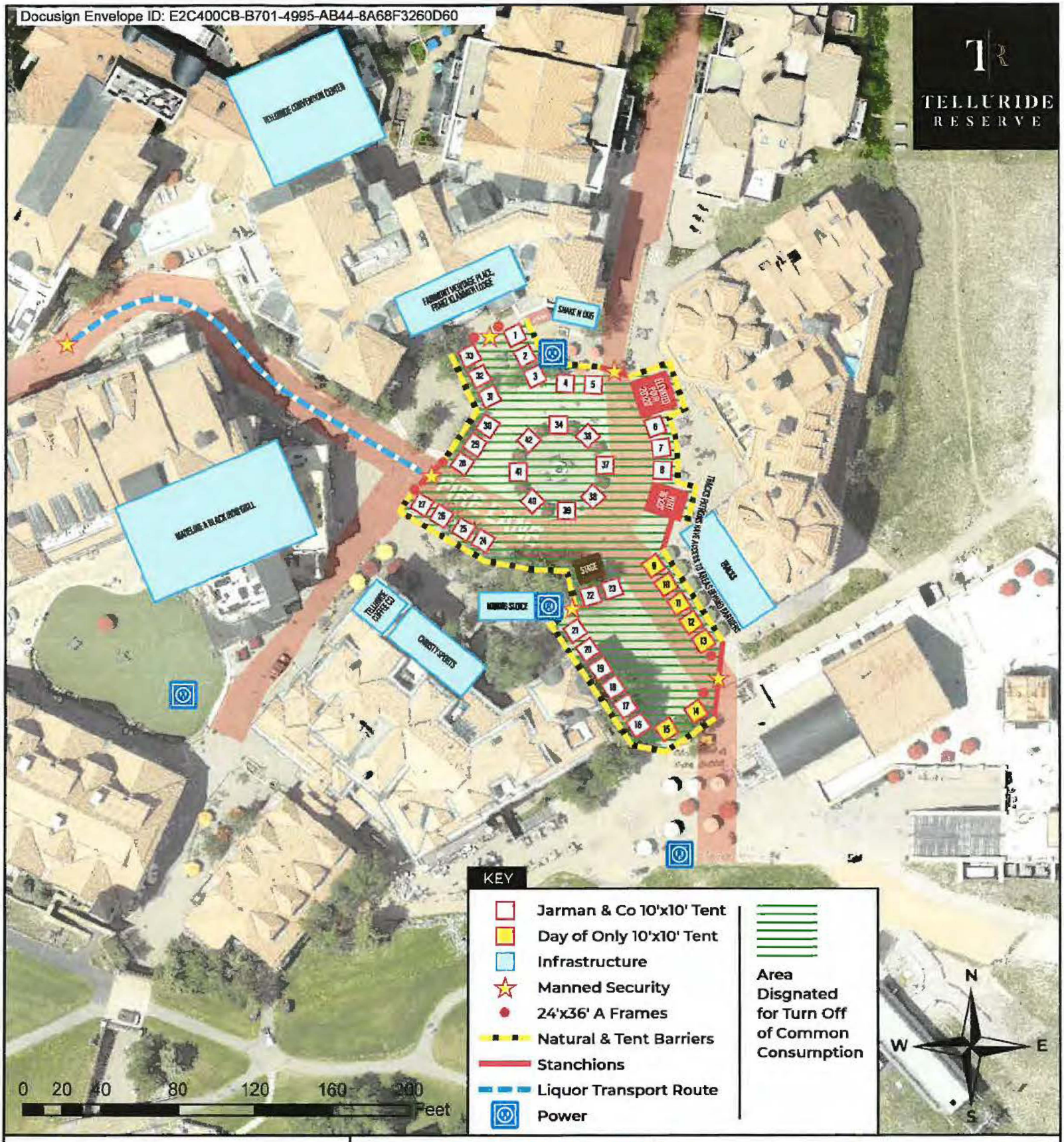
Nicole Jarman
Authorized Signature

5 May 2025
Date

Nicole Jarman
Print Name

Executive Director
Title

Docusign Envelope ID: E2C400CB-B701-4995-AB44-8A68F3260D60



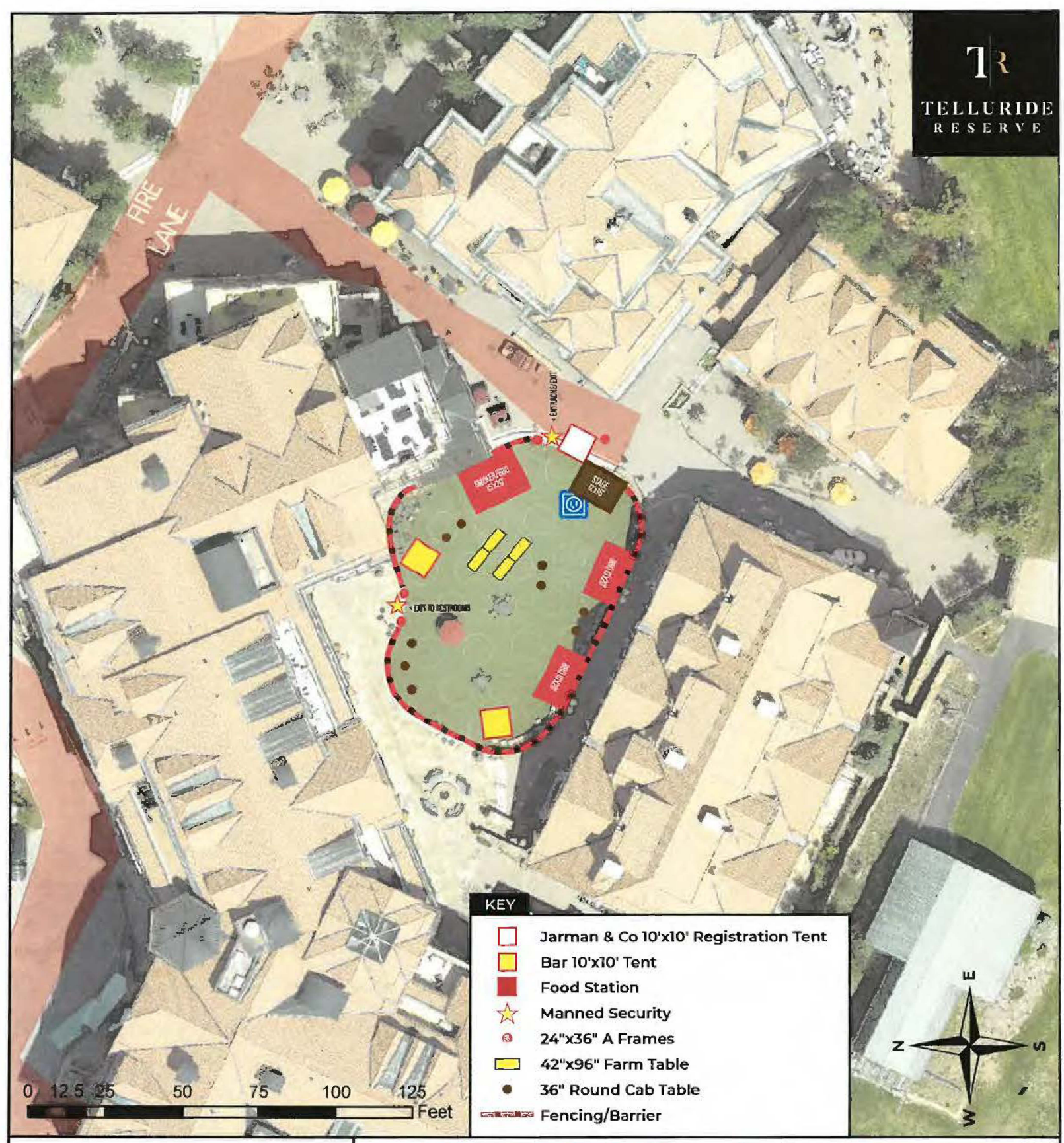
Town of Mountain Village
Geographical Information Systems

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

Mountain Village Special Events
Heritage Plaza

Map Disclaimer

This information is a product of the Town of Mountain Village Geographic Information Systems (GIS) Department and is intended for the display of relative positions and locations only. Users of this information hereby recognize, acknowledge, and agree that it is not a guaranteed accurate legal or surveyed representation of land. Users assume all risk and responsibility for any and all direct and indirect damages, including consequential damages, that may flow from the use of this information. Users further recognize, acknowledge, and agree that the Town of Mountain Village GIS Department has not made and representations, warranties, or guarantees of any kind that this information is survey accurate or fit to be used or relied upon for any particular purpose.



Mountain Village Special Events
Reflection Plaza

Town of Mountain Village
Geographical Information Systems

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

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TELLURIDE RESERVE FOOD & WINE AFFAIR

Describe your security plans for this event.

The Grand Tasting will be held in an area that's open to through traffic but will have a perimeter around the event with stanchions and tents that create a closed boundary. Telluride Reserve will have 5 staff (depicted by yellow stars on the map) dedicated to enforcing the perimeter of the special event liquor permitted area to ensure alcohol is not leaving or entering the site.

Telluride Reserve will have a registration process for each participant to where they must show their ID to check in and must prove that they are over 21 years old to attend the event and to drink alcohol. Each participant will receive a wristband and a wine glass as a two step process to ensure age and participation. All staff and vendors will all be aware of the need for a participant to have a wristband in order to be served.

We will have staff roaming the area monitoring the process and looking for individuals without wristbands. The security staff will also be on the lookout for patrons acting in a manner that is unsafe, aggressive, or outside of the lines of normal behavior. And ensuring proper consumption.

We will additionally have signage at the edges of the event that say "no alcohol beyond this point" to communicate to patrons the need to keep alcohol consumption to the modified consumption area.

We have been in contact with Citadel requesting security for this event.

About Citadel

Citadel Security USA is a veteran owned security company and one of the most trusted security providers in the industry. Established in 2007, Citadel Security became an industry leader in managing complex, multi-site security projects for our clients. Our strategic partnership approach utilizes a security threat matrix and integrates modern security techniques to minimize the overall risk.

Describe the type of training security personnel will have prior to the event
In addition to the training security staff must go through to work for their company we will ensure they have a clear understanding of our perimeter and what is allowed in and out of the event. As well as how we will define who is over 21. .

How will you ensure compliance with beer/liquor laws, such as: no service to minors or visibly intoxicated persons, no service outside of designated premises, no service before or after hours designated for the event, etc.

All vendors will be made aware that the participants of the event will all have wristbands. They will be made aware that any participant without the wristband is not served. They will be told not to serve participants that look or act intoxicated and further the hours of serving are from 1-4pm only. The service of all alcohol will be within the boundaries of the special event liquor license. No outside alcohol is allowed into the modified premises and no event alcohol is allowed out of the designated event areas as indicated in the modification of premise.

Our emergency plan is as follows
We will be staying current on weather forecasts and any lightning or other extreme weather situations through the NOAA Weather Radar Live App. We will use handheld radios to communicate as a team. If a situation arises where we need to move folks inside, we will act as a team to do so swiftly and efficiently. If the weather is bad enough we would cancel the entire event.

We will be monitoring the crowd for any medical issues and will call Telluride EMS/911 if we have a situation.

TOWN OF MOUNTAIN VILLAGE ~ BOARDS & COMMISSIONS

ETHICS COMMISSION: Term: Two years. Vacancies: Appointment by Town Council for full term staggered so that approximately 1/2 of the terms expire each year. Member requirements: Qualified elector.

Members	Position	Appointed	Term Exp.
Heather Knox	Regular	August-23	Aug-25
Cath Jett	Regular	November-24	Nov-26
Peter Duprey	Regular Council	July-23	Jul-25
Sterling Parks	Alternate	January-25	Jan-27

BUDGET & FINANCE BOARD: Meet with auditors annually to review and revise the financial statement and make recommendations to Town Council for approval of audited financial statements., Available for periodic discussion of financial matters and oversight of EPS model. Three Council members, Finance Director and Town Manager. No term applies. Reappoint as necessary. Dissolved by Resolution on 12.3.2020 Resolution 2020-1203-

Members	Position	Appointed	Term Exp.
Peter Duprey	Town Council	July-23	Jul-25
Scott Pearson	Town Council	July-23	Jul-25
Harvey Mogenson	Town Council	July-23	Jul-25
Staff-Lizbeth Lemley	Finance Director		
Paul Wisor	Town Manager		

COLORADO FLIGHTS ALLIANCE (CFA) FORMERLY TMRAO CHANGED May-13

Members	Position	Appointed	Term Exp.
Huascar E. Gomez (Rick)	Alternate	February-25	Jul-25

TELLURIDE HISTORICAL MUSEUM BOARD

Members	Position	Appointed	Term Exp.
Marti Prohaska	Town Council	July-23	Jul-25

TRANSPORTATION, PARKING & VEHICLE COMMITTEE: To assist the Transportation Department and Town Manager in setting strategic and operational policies related to the Gondola, DAR and Parking and advise and make recommendations to Town Council. Two Town Council members and two staff members. Review and approve proposed vehicle purchases for the town fleet annually considering efficiency and being green.

Members	Position	Appointed	Term Exp.
Peter Duprey	Council member	July-23	Jul-25
Harvey Mogenson	Council member	July-23	Jul-25
Staff - Paul Wisor	Town Manager	August-09	N/A
Staff - Chris Broady	Police Chief	August-09	N/A
Staff - Scott Pittenger	Public Works Director	November-24	N/A
Staff- Jim Loebe	Transportation/Parking Director	August-09	N/A

REGION 10

Members	Position	Appointed	Term Exp.
Scott Pearson	Town Council	February-25	
Jim Loebe	Staff - Primary Gunnison Valley Transportation Planning Region	January-12	

Telluride Mountain Village Owners Association Gondola Committee:

Members	Position	Appointed	Term Exp.
Marti Prohaska	Town Council	December-23	Jun-25
Harvey Mogenson	Town Council	July-23	Jul-25
Scott Pearson	Town Council	July-23	Jul-25

Colorado Communities for Climate Action (CC4CA)

Members	Position		Term Exp.
Scott Pearson	Alternate	December-23	Jul-25

Mountain Village Community Grant Committee:

The Committee shall be active as long as the Grant Program shall exist. The term of each Committee member shall initially be one year for one member of each category and 2 years for the other member of each category. Thereafter, each Committee member appointed by Town Council shall be for 2 year terms.

2020-1203-20 Resolution Amending the Bylaws for all Committees (Grant, Green Team and Plaza Vending) Excluding Business Development Advisory Committee and Finance Committee

Members	Position	Appointed	Term Exp.
Marti Prohaska	Town Council Chair	July-23	Jul-25
Kathrine Warren	Town Staff	August-20	
Susan Johnston	Town Staff	July-21	
Liz Caton	Mountain Village Resident	August-23	Aug-25
Diana Farrell	Mountain Village Resident	August-23	Aug-25

Telluride Conference Center Work Group:

Members	Position	Appointed	Term Exp.
Tucker Magid	Town Council	July-23	Jul-25
Pete Duprey	Town Council	July-23	Jul-25
JD Wise	Staff		
Paul Wisor	Staff		

SMART San Miguel Authority for Regional Transportation Board of Directors:

Members	Position	Appointed	Term Exp.
Tucker Magid	Town Council	July-23	Jul-25
Harvey Mogenson	Town Council	December-23	Jul-25
Huascar Gomez "Rick"	Alternate	July-23	Jul-25

Collaborative Action for Immigrants (CAFI) formally Alliance for Inclusion - formerly Multicultural Advisory Committee

Members	Position	Appointed	Term Exp.
Huascar Gomez "Rick"	Mountain Village Representative	December-23	Jul-25

Plaza Vending Committee	The intent and purpose of the Committee shall be to approve and assign the location, design, and use of plaza vending, and to evaluate that such activities contribute to the vibrancy of our Village Center plazas. The Committee shall also adopt plaza vending rules and regulations for Town Council consideration and approval.	Terms of appointed members shall be staggered with the Town Council and at-large Committee members serving two (2) year terms, and the remaining business representatives serving an initial one (1) year term and subsequent two (2) year term for any reappointments or new appointments. Any member may be removed with or without cause by a majority vote of Town Council.	12.3.2020 TC Meeting: 2020-1203-20 Resolution Amending the Bylaws for all Committees (Grant, Green Team and Plaza Vending) Excluding Business Development Advisory Committee and Finance Committee
Members	**Position**	**Appointed**	**Term Exp.**
Scott Pearson	Town Council	April-24	Apr-26
JD Wise	Staff		
Rob Johnson	Community At-Large	August-24	Apr-26
Erica Jurecki	Food & Beverage Business	April-25	Apr-27
Alberto Tames	Vending Cart	April-25	Apr-27
Mountain Village Business Development Advisory Group	BDAG shall advise and make recommendations to Town Council on matters related to economic development which include but are not limited to economic development incentives through state and town resources, current business climate, business attraction and retention, marketing opportunities, and other initiatives that may promote economic development.	• One Council member and one merchant shall serveone-year terms.• One Council member, TSG representative and the TMVOA representatives shall serve two-year terms. All Town staff shall serve two-year terms.	12.3.2020 TC Meeting: 2020-1203-21 Resolution Amending the Bylaws for the Town of Mountain Village Business Development Advisory Committee (BDAG)
Members	**Position**	**e TMVOA representatives shall serve three-year term**	
Scott Pearson	Town Council	December-23	Jul-25
Pete Duprey	Town Council	December-23	Jul-25
	Town Council		
JD Wise	Staff	November-22	
Molly Norton	Planning & Development Staff	November-22	
Joanna Smith	Mountain Village Merchant	December-23	Dec-24
Kelsey Bresnan	Mountain Village Merchant	December-23	Dec-24
Patrick Latcham	TSG Representative	August-23	Aug-25
Anton Benitez	TMVOA	August-23	Aug-25
Telluride Tourism Board			
Members	**Position**	**Appointed**	**Term Exp.**
Rick Gomez	Town Council	December-23	Jun-25
Wastewater Committee/Infrastructure Committee	As of October 17, 2024 this will be part of the Infrastructure Committeencludes Housing, Wastewater		
Members	**Position**	**Appointed**	**Term Exp.**
Pete Duprey	Town Council	July-23	Jul-25
Tucker Magid	Town Council	July-23	Jul-25
Public Art Commission	The Public Art Commission (PAC) is hereby established to review the placement of public art in plaza areas, right-of-way, or other public spaces	The Public Art Commission shall consist of five (5) regular members who shall be appointed by the Town Council. At least three (3) regular members shall be qualified electors of the Town and, at the time of his or her appointment, each shall have been a resident of the Town for at least six (6) months. Of the five (5) regular members, one (1) member shall be from the Town Staff, one (1) member shall be from the Town Council; two (2) members shall be an artist or arts professional; and one (1) member shall be from the public at large.	The PAC shall be appointed by the Town Council and shall hold office at its pleasure. Terms shall be staggered with the Town Council and Town Staff seat serving four (4) year terms and the remaining public seats serving an initial two (2) year term and subsequent four (4) year terms for any reappointments or new appointments. 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.
Members	**Position**	**Appointed**	**Term Exp.**
Harvey Mogenson	Town Council	July-23	July-25
JD Wise	Town Staff	August-22	August-26
Pete Mitchell	Public at Large	August-24	August-28
Margaret Rinkevich	Artist or Arts Professional	August-24	August-28
Camille Lewis	Artist or Arts Professional	August-24	August-28
Ski Ranches Working Group			
Members	**Position**	**Appointed**	**Term Exp.**
Harvey Mogenson	Town Council	July-23	Jul-25
Marti Prohaska	Town Council	July-23	Jul-25

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

TOWN OF MOUNTAIN VILLAGE
MINUTES OF JUNE 18, 2025
REGULAR TOWN COUNCIL MEETING

The meeting of the Town Council was called to order by Mayor Marti Prohaska at 8:30 a.m. on Wednesday, June 18, 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
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
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
Lauren Tyler, GIS Administrator
Marisa Ficklin, Office Manager/Evidence Custodian
Connor Ficklin, Building Inspector
Sierra Vargas, Administrative Assistant
Madeline Gomez
Douglas Tooley
Jonathan Greenspan
Andres Jacinto Alonzo
Laura Thomas
Sean Keenan
Heather Knox
J. Meehan Fee
Jodi Miller
Owen Perkins

DRAFT

Wren Parziale, Forestry Technician
Robin Lemmerz, Forestry Technician
Chambers Squier, Mountain Munchkins Director

Executive Session for the Purpose of: (2)

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**
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. 246402(4)(e)**
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)**

On a **MOTION** by Pete Duprey and seconded by Harvey Mogenson, Council voted unanimously to move into Executive Session at 8:30 a.m. for the purpose of:

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
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. 246402(4)(e)
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)

Council resumed the regular meeting at 9:57 a.m.

Council took a break from 9:57 a.m. to 10:12 a.m.

Public Comment on Non-Agendized Items (3)

Public comment was received from Douglas Tooley and Jonathan Greenspan. Economic Development Director J.D Wise introduced the new General Manager of the Madeline Hotel & Residences, Allen Highfield.

Consideration of a Proclamation Declaring June 2025 as Immigrant Heritage Month (4)

Julia Milan with Tri-County Health Network thanked Council for their support. Councilmember Huascar E. Gomez (Rick) read the proclamation. On a **MOTION** by Huascar E. Gomez (Rick) and seconded by Jack Gilbride Council voted unanimously to declare June 2025 as Immigrant Heritage Month.

Consent Agenda: (5)

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

a. **Consideration of Approval of May 9, 2025 Special Town Council Meeting Minutes**
b. **Consideration of Approval of May 15, 2025 Regular Town Council Meeting Minutes**
c. **Ratification of the 2025 Fire Safety Project Agreement Ski Ranches-Mountain Village**
(5c Was Removed From the Consent Agenda)

Town Clerk Susan Johnston and Assistant Town Manager Michelle Bulson presented. Council discussion ensued. On a **MOTION** by Pete Duprey and seconded by Tucker Magid, Council voted unanimously to approve the May 9, 2025 Special Town Council meeting minutes and the May 15, 2025 Regular Town Council meeting minutes. The Ratification of the 2025 Fire Safety Project Agreement Ski Ranches-Mountain Village was removed from the consent agenda. Council discussion ensued. On a **MOTION** by Harvey Mogenson and seconded by Pete Duprey, Council moved to approve the Ratification of the 2025 Fire Safety Project Agreement Ski-Ranches Mountain Village.

Staff Introductions: (6)

a. **Daniel Alvarado, Senior Planner**
b. **Wren Parziale, Forestry Technician I**
c. **Robin Lemmerz, Forestry Technician I**
d. **Joseph Wilson, Forestry Technician II**
e. **Marisa Ficklin, Officer Manager/Evidence Custodian**
f. **Soren Stopnik, Rental Properties Coordinator**

Community Development Director Amy Ward, Town Forester Rodney Walters, Police Chief Chris Broady and Property Manager Brittany Newell presented. Council discussion ensued.

Consideration of a Resolution Postponing the Election on the Ski Lift Ticket Tax to November 4, 2025 (7)

Town Attorney David McConaughy and Susan Johnston 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 Huascar E. Gomez (Rick), Council voted unanimously to approve a Resolution postponing the Election on the ski lift ticket tax to November 4, 2025.

Department Updates and Business & Government Activity Report (BAGAR) (8)

Assistant Town Manager Michelle Bulson, Sustainability & Grant Projects Manager Lauren Kirn, Economic Development Director J.D. Wise, Community Development Director Amy Ward, Finance Department Lizbeth Lemley and Public Works Director Scott Pittenger presented. Council discussion ensued regarding enhanced safety measures near the State Highway 145 Underpass, at the existing trail crossing from the Meadows area to Lawson Hill. Council directed staff to schedule a work session to explore strategies for supporting the Forestry Department with its Fire Mitigation and Shaded Fuel Break projects.

Discussion Regarding Village Center Subarea Commercial Space Analysis Project (9)

J.D. Wise presented. This item was continued a future Town Council Meeting.

Council moved to agenda item 11.

First Reading, Setting of a Public Hearing and Council Vote on an Ordinance Amending CDC Section 17.5.13 Sign Regulations ***This Item Was Continued from the May 15, 2025 Regular Town Council Meeting (10)***

David McConaughy presented. Council discussion ensued. On a MOTION by Huascar E. Gomez (Rick) and seconded by Harvey Mogenson, Council voted (7-0) to approve on first reading, an Ordinance Amending CDC Section 17.5.13 Sign Regulations, and to set the second reading, public hearing and Council vote for the July 17, 2025 Town Council Meeting, with an amendment to section 17.5.13.F.12.a to change the allowable de minimis sign dimension to be 8x12 inches.

Council took a break from 12:20 p.m. to 12:58 p.m.

Council moved to agenda item 13.

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") (11)

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 Tucker Magid, 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").

Council moved to agenda item 15.

Lunch (12)

Ratification of a Memorandum of Understanding Amendment with TMVOA Regarding Slope Stabilization Work Above the Mountain Village Base Station of the Gondola (13)

Lizbeth Lemley, David McConaughy, Michelle Bulson and Town Manager Paul Wisor presented. Council discussion ensued. On a **MOTION** Harvey Mogenson by and seconded by Huascar E. Gomez (Rick), Council voted unanimously to approve the ratification of a Memorandum of Understanding amendment with TMVOA regarding slope stabilization work above the Mountain Village Base Station of the Gondola.

Consideration of Approval of a Resolution Appropriating Additional Sums of Money Related to Slope Stabilization (14)

Lizbeth Lemley and Michelle Bulson presented. Council discussion ensued. On a **MOTION** by Huascar E. Gomez (Rick) and seconded by Harvey Mogenson, Council voted unanimously to approve a Resolution appropriating additional sums of money related to slope stabilization.

Council moved to agenda item 16.

Consideration of Approval of a Resolution Appropriating Additional Sums of Money Related to Munchkins Capital Improvements (15)

Lizbeth Lemley, Scott Pittenger, and Mountain Munchkins Director Chambers Squier presented. Council discussion ensued. On a **MOTION** by Huascar E. Gomez (Rick) and seconded by Tucker Magid, Council voted unanimously to approve a Resolution appropriating additional sums of money related to Munchkins

capital improvement with an amendment to include information regarding the general fund transfer.

Council moved to agenda item 18.

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 (16)

Haley Carmer and Michelle Bulson presented. Council discussion ensued. On a **MOTION** by Harvey Mogenson and seconded by Jack Gilbride, Council voted unanimously to approve a Memorandum of Understanding between San Miguel County, the Town of Mountain Village and the Town of Telluride regarding a regional wastewater treatment plant.

Council took a break from 1:27 p.m. to 1:40 p.m.

David McConaughy left the meeting at 1:40 p.m.

Discussion Regarding Property Tax Assessments (17)

Lizbeth Lemley presented. Council discussion ensued. The Mayor opened public comment. Public comment was received from Jonathan Greenspan. The Mayor closed public comment.

David McConaughy returned to the meeting at 2:14 p.m.

On a **MOTION** by Huascar E. Gomez (Rick) and seconded by Jack Gilbride, Council voted unanimously to continue the meeting beyond 6 hours.

Council moved to agenda item 19.

Council Boards and Commissions Updates: (18)

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

13. **Miscellaneous Boards and Commissions**
14. **Mayor's Update**

    Mayor Marti Prohaska reminded the public of the dedication for Joyce Allred that will be take place July 3 at 1:00 p.m. in the plaza. The Mayor thanked Jack Gilbride for his 8 years of service on Town Council.

Council moved to agenda item 10.

Other Business (19)

There was no other business.

Executive Session for the Purpose of: (20)

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**
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)**
c. **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)**

On a **MOTION** by Tucker Magid and seconded by Pete Duprey, Council voted unanimously to move into Executive Session at 2:32 p.m. for the purpose of:

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
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)

c. 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)

There being no further business, on a **MOTION** by Huascar E. Gomez (Rick) and seconded by Tucker Magid, Council voted unanimously to adjourn the meeting at 4:40 p.m.

Respectfully prepared by,

Mae Eckard
Deputy Town Clerk

Respectfully submitted by,

Susan Johnston
Town Clerk

INTERGOVERNMENTAL AGREEMENT
BETWEEN SAN MIGUEL COUNTY AND TOWN OF MOUNTAIN VILLAGE REGARDING FISCAL AGENT FOR STATE HOMELAND SECURITY GRANT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement") is made and entered into this _____ day of _____, 2025, by and between San Miguel County, Colorado (the "Fiscal Agent"), a county government of the State of Colorado, and Town of Mountain Village, Colorado, a home rule town government of the State of Colorado (collectively, "Parties") regarding the West All Hazard Region and the State Homeland Security Grant (SHSGP).

RECITALS:

WHEREAS, the West All-Hazard Region (WR) which is composed of Delta, Gunnison, Hinsdale, Montrose, Ouray, and San Miguel Counties is one of nine (9) state identified All Hazard Regions eligible to receive funding via the State Homeland Security Program (SHSP) Grant.

WHEREAS, grant funds are provided to the Colorado Department of Public Safety (CDPS), Division of Homeland Security and Emergency Management (DHSEM) by the U.S. Department of Homeland Security (DHS) by way of the Federal Emergency Management Agency (FEMA). CDPS acts as the Grantor and San Miguel County as the Grantee per yearly executed Grant Agreements. The Office of Grants Management (OGM) within DHSEM oversees the SHSP.

WHEREAS, funding for this program cannot be received from CDPS without a local Fiscal Agent and San Miguel County acts as the Fiscal Agent for the WR.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Incorporation of Recitals**

The above recitals are incorporated herein by reference.

2. **Acknowledgement of Purpose of State Homeland Security Program (SHSP)**

These grant funds are provided to the Colorado Department of Public Safety (CDPS), Division of Homeland Security and Emergency Management (DHSEM) by the U.S. Department of Homeland Security (DHS) by way of the Federal Emergency Management Agency (FEMA). The State Homeland Security Grant Program (SHSP) is administered by the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) and includes the State Homeland Security Program sub-program. The SHSP assists state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

The SHSP supports efforts to prevent and respond to threatened or actual acts of terrorism and other catastrophic events. The SHSP grant provides funding to implement investments that build,

sustain, and deliver FEMA's 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation.

The SHSP assists state, tribal, and local preparedness activities that address high-priority preparedness gaps across all core capabilities where a nexus to terrorism exists. All supported investments are based on capability targets and gaps identified during regional threat, hazard, and core capability assessment processes and assessed in the Stakeholders Preparedness Report (SPR). The program is based on risk- driven, capabilities-based strategic plans that outline high-priority needs relating to terrorism preparedness. Government officials and elected leaders will work with the whole community to consider how to sustain current capability levels, while also addressing gaps.

The SHSP supports the core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs. SHSP funds preparedness activities, including planning, organization, equipment purchase, training, exercises (POETE), and management and administration.

3. Fiscal Agent Roles and Responsibilities

San Miguel County, as the grantee, fiscal agent and fiduciary authority of the Homeland Security Grant program award, is solely responsible for ensuring compliance with 2 CFR 200 - Uniform Administrative Requirements, Cost principles and Audit Requirements for Federal Awards Uniform Guidance issued by the Federal Office of Management and Budget (OMB), including review of fiscal risk on the agency, and determining eligibility for current and future Homeland Security Grant funding.

San Miguel County shall serve as the sole coordination agency under this agreement for Planning, Organization, Exercise, Training and Equipment (POETE) activities. San Miguel County will partner with the Town of Mountain Village to procure and install goods, supplies, equipment, and services provided under the State Homeland Security Program (SHSP). San Miguel County shall coordinate procurement efforts with a Town of Mountain Village employee to be designated by the Town Manager. Procurement and/or coordination of POETE activities shall be made in accordance with the budget and San Miguel County's own procurement regulations, policies and procedures. Consideration of the SHGP's regional activities should be a priority to member counties, as well as a spirit of collaboration & cooperation to ensure the goals and objectives of the SHSP are not obstructed in any way.

The Fiscal Agent maintains the State Homeland Security Grant Program Fiscal Procedures Handbook that sets forth County procedures for administering state and federal awards and pass-through awards in keeping with the requirements of the state and federal law for the purpose of the SHSP grant, and may exercise discretion in meeting the terms of the grant agreement. This IGA shall be executed to participate in grant fund distributions.

All Fiscal Agent personnel and contractors who are engaged in the preparation of grant proposals

and administration of grant awards, including staff responsible for grant-funded assets, serve an important role ensuring that all grant terms, conditions, and regulatory requirements are met. Below are those Fiscal Agent positions in the management and administration of the SHSP and grant-funded projects administered by the County and the representational overview of responsibilities.

A. **Authorizing Official** allowed by the awarding agency Colorado Department of Public Safety and authorized by the Board of County Commissioners to sign awards, modifications, and any other award document requiring such signature. This person may also be referred to as Authorized Organizational Representative (AOR). The current chairperson of the San Miguel County Board of County Commissioners (BoCC) signs the State Homeland Security Program Agreement from CDPS as the Authorizing Official.

B. **Fiscal Officer** signs grant applications, amendments, modifications, requests for reimbursement, quarterly reports, and other grant documents as the Authorized Representative on behalf of San Miguel County. The Fiscal Officer also provides fiscal information and oversight necessary in the role of Fiscal Agent for the SHSP grant and ensures compliance with all award requirements.

C. **Support Staff** members are a critical element in the successful management of grant awards and will typically provide delegated duties assigned by the Fiscal Officer or San Miguel County BOCC designee that assist in the administration of the SHSP Agreement.

D. **The County Attorney's** office provides legal advice, counsel, and legal representation to the Board of County Commissioners, the County Administrator and the departments, agencies and officers of the County. The County Attorney's office assists in preparing and negotiating contracts, settlements, and other documents pertinent to grant awards.

E. **The West Region Homeland Security Grant Coordinator** acts according to a scope of work outlined in the West All Hazard Region Bylaws to support SHSP POETE activities as designated by DHSEM and DHS/FEMA guidance. The Coordinator serves as the point of contact for the State Homeland Security Program in the West All Hazard Region and with the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management, Office of Grants Management.

F. **West All Hazard Region Executive Board** serves as the governing body for application to and dispersal of funds under the SHGP grant. The West All Hazard Executive Board consists of the Emergency Manager and their designated proxy from each of the participating counties in the region. The membership, roles and responsibilities of the West All Hazard Region Board members are outlined in the latest adopted version of the West All Hazard Region Bylaws.

G. **West All Hazard Region Board Chair** reviews the annual grant Application and Notice of Funding Opportunity (NOFO) to be familiar with FEMA and State of CO Grant Requirements, be familiar with Fiscal Agent policies, and reviews and approves quarterly grant reports and other documents as required by DHSEM during the grant cycle to include but not limited to

signing the annual application on behalf of the region. The Chair will also comply with, and follow, all requirements established in the FEMA and DHSEM Grant Management Guides and all other information related to the program.

3. Cost Principles

Project Categories and Activities via Federal funds made available through this award may only be used for the purpose set forth in each award and must be consistent with statutory authority for the award and allowable under the Federal Notice of Funding Opportunity (NOFO). Award funds may not be used for matching funds for any other Federal award, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. Sub-recipients must comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Costs charged to SHSP must be consistent with the Cost Principles for Federal Awards, 2 C.F.R Part 200, Subpart E.

4. Environmental and Historic Preservation Policy

The National Environmental Policy Act of 1969 (NEPA) requires the Federal government examine the proposed impacts of its actions before projecting implementation. This also applies to grant-funded actions. NEPA does not mandate preservation, only informed decision-making. Identified grant projects that include any permanent installation of equipment, construction of communications towers or antennae, base radios, repeaters, sirens, security cameras, lighting, access control and fencing, generators, etc. will require an Environmental and Historic Preservation (EHP) screening and may possibly require additional environmental impact studies before approval to the recipient agency to start construction/spending on the project.

5. Authorized Equipment

Agencies submitting applications for project applications during the spring application time are encouraged to provide project and budget details related to Planning, Equipment, Training, and Exercise. The allowable equipment categories and equipment standards for SHSP are listed on the DHS Authorized Equipment List (AEL).

6. Cost Reimbursable Grant

The SHSP grant is a cost reimbursement grant, meaning San Miguel County (SMC) first incurs the expense, and with proper documentation, submits a request for reimbursement to DHSEM. Submission for reimbursement must be accurate, project-allowable, meet county policies and procedures and be well-documented in the manner established by San Miguel County. Being educated on the requirements and maintaining communications with the Homeland Security Grant Coordinator will allow for accurate filing and prompt reimbursement. In the event that DHSEM fails to reimburse SMC for valid reimbursable expenses incurred in connection with this

grant, the Town of Mountain Village agrees to reimburse those amounts to SMC.

Counties and agencies receiving funds via the SHSP agree to provide all documentation requested by the Fiscal Agent regarding use of the grant funds and to cooperate in every way to ensure that the funds are utilized in furtherance of the SHSP.

7. Fiscal Accountability

The parties agree to the terms of receipt and use of SHSG Grant Funds

A. Grant funds may only be used for grant-related expenses, within approved budget projects, expended within the period of performance identified in the SHSP grant agreement, and may not be used as a match for other State or Federal Grants.

B. Agencies receiving grant-funded equipment or training shall adhere to Fiscal Agent's policies and procedures regarding revenue collection, accounting, inventory tracking and reporting of grants received by San Miguel County. Modifications or reallocations to the awarded budget that alter the grant amount or move funds from one budget line item to another, must adhere to Grantor (DHSEM) and Subrecipient (SMC) policies and procedures.

C. Grant funds shall not be used to supplant an agency's existing budget to cover budgeted expense for the purpose of diverting budgeted or grant funds to another use, unless such use of grant funds is explicitly identified as allowable in writing by the Grantor in the grant award.

D. All procurement activity associated with grant-funded projects or programs shall follow the Grantor (DHSEM) and Subrecipient's (SMC) policies and procedures for procurement of goods, as well as procurement standards relative to the 2 CFR 200.

8. Appropriations By execution of this Agreement, neither party irrevocably pledges present cash reserves for payments in future fiscal years and this Agreement does not, and is not intended to, create a multiple-fiscal year direct or indirect debt or financial obligation of either party. Fiscal Agent's obligations under this Agreement are further limited to the funds made available pursuant to the SHSP Grant and budget submitted by the Fiscal Officer and approved by the San Miguel County BOCC.

9. Taxes, Charges and Penalties The Fiscal Agent shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature.

10. Executive and Liaison During the term of this Agreement, eligible entities shall fully coordinate all activities and obligations related to or arising out of this Agreement with San Miguel County, through the BoCC Chair, the Sheriff's Office, Finance Office, or the Homeland Security Grant Coordinator.

11. Terms and Termination The term of the Agreement is from the date of full execution upon

signing until any party wishes to terminate. Any participating party may terminate this Agreement, or any part thereof, after formal notice in writing to all parties, for the reasons and in the manner provided in any SHSP Grant funding this Agreement. This Agreement will be reviewed annually for any needed changes.

12. Disclaimer of Warranties The goods provided by the Fiscal Agent under this Agreement are provided without warranties of any kind from the Fiscal Agent, either express or implied, including, without limitation, warranties of title, noninfringement, merchantability, or fitness for a particular purpose. No advice or information given by Fiscal Agent, its affiliates, or its contractors, or their respective employees will create any warranty from Fiscal Agent. Fiscal Agent is not responsible for any defects or damages resulting from mishandling, abuse, misuse, accident, electrical power surges or current fluctuations, force majeure event, improper storage or operation, including use in conjunction with equipment electrically or mechanically incompatible with or of inferior quality to the supplied goods or failure to maintain the environmental conditions specified by the manufacturer or licensor. Any warranties associated with the goods are solely those provided by the manufacturer or seller of the goods directly to the county in receipt.

13. **When Rights and Remedies Not Waived** In no event will performance by a party constitute or be construed to be a waiver by that party of any breach of term, covenant, or condition or any default that may then exist on the part of the other party, and the tender of any such performance when any breach or default exists (or is claimed to exist) impairs or prejudices any right or remedy available to the other party with respect to the breach or default. No assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of this Agreement is or may be construed to be a waiver of any succeeding or other breach.

14. Conflict of Interest If a conflict of interest occurs or an appearance of concern for conflict of interest is present, party or parties will refrain from providing influence and abstention of voting will occur. Parties will conduct themselves in an ethical and respectful manner per the respective San Miguel County (as Fiscal Agent) Ethics Policy and Town of Mountain Village Code of Ethics and state law.

15. Status of Parties Neither party is an employee of the other; no officer, employee, nor agent. Nor is a contractor of one party an officer, employee, agent, or contractor of the other party for any purpose, including unemployment compensation and workers' compensation.

16. Records Retention Any duly authorized representative of the federal government, state government or San Miguel County, including San Miguel County's Auditor or their representative may have, upon reasonable notice, access and have the right to examine any directly pertinent books, documents, papers and records of entities related to funding received via the SHSP pursuant to this Agreement, until the expiration of four (4) years after the end of the State of Colorado fiscal year that includes the end of the SHSP grant agreement(s). In the event any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the four-year period, the recipient agency shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the seven-year period, whichever is later.

17. No Third-Party Beneficiary The enforcement of this Agreement, and all rights of action relating to enforcement, are strictly reserved to the parties. Nothing in this Agreement gives or allows any claim or right of action by any person or other entity on this Agreement, including subcontractors and suppliers. Any person who or other entity other than the parties that receives services or benefits under this Agreement is an incidental beneficiary only.

18. Governing Law/Venue Each term, provision, and condition of this Agreement is subject to the provisions of Colorado law, San Miguel County ordinances, and regulations enacted pursuant thereto. Unless otherwise specified, any general or specific reference to statutes, laws, regulations, provisions, ordinances, executive orders (including memoranda thereto), or contracts, means statutes, laws, regulations, provisions, ordinances, and executive orders (including memoranda thereto) and contract as amended or supplemented from time to time and any corresponding provisions of successor statues, laws, regulations, provisions, ordinances, or executive orders (including memoranda thereto) and contracts. Venue for any legal action relating to or arising out of this Agreement will be in the District Court of the State of Colorado, 7th Judicial District.

19. Severability Except for the provisions of this Agreement requiring appropriation of funds, if a court of competent jurisdiction finds any provision of this Agreement or any portion thereof to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

20. Decommissioned Equipment
Decommissioning requires prior approval from the Fiscal Agent for disposal of federally funded equipment (2 CFR 200). If equipment is less than $5,000, cannot be used or transferred to another regional county, and/or is beyond its useful life, an agency may dispose of it with notification to the Fiscal Agent. If equipment fair value is $5,000 or more and still has a useful life, the agency must contact the Fiscal Agent and/or the Grant Coordinator to ensure that the disposition meets State and Federal guidelines, whether it's reallocated, sold or simply disposed of.

21. Survival of Certain Provisions Terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, County's obligations to indemnify Fiscal Agent, shall to the extent permitted by law, survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

22. Notices Notices concerning termination of this Agreement, alleged or actual violation(s) of the terms or conditions of this Agreement, and notices of similar importance, must be mailed by United States mail, postage prepaid if to County, at its address listed herein, and if to the Fiscal Agent, at the addresses listed below. Notices must be delivered by prepaid U.S. mail and become effective ten (10) days after deposit with the U.S. Postal Service. The parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but these substitutions are not effective until actual receipt of written notification.

Bills, invoices, or reports required under this Agreement, must be emailed or otherwise delivered in a format acceptable to the Homeland Security Grant Coordinator.

For San Miguel County - copies of termination and violation notices should be sent to:

San Miguel County Board of Commissioners
Attn: Carmen Warfield, Chief Deputy Clerk to the Board
PO Box 1170
Telluride, CO 81435
bocc@sanmiguelcountyco.gov

San Miguel County Attorney's Office
PO Box 1170
Telluride, CO 81435
attorney@sanmiguelcountyco.gov

West Region Homeland Security Grant Coordinator, Attn: Jill Hart
8681 S Warhawk Rd
Conifer, CO 80433
jhart@sanmiguelsheriff.org

For Town of Mountain Village – copies of termination and notices should be sent to:

Town of Mountain Village
Attn: Town Manager
455 Mountain Village Blvd
Mountain Village, CO 81435
pwisor@mtnvillage.org

Town of Mountain Village Town Attorney
455 Mountain Village Blvd
Mountain Village, CO 81435
dmcconaughy@garfieldhecht.com

Town of Mountain Village Police Department
Attn: Chief of Police
411 Mountain Village Blvd
Mountain Village, CO 81435
cbroady@mtnvillage.org

23. Colorado Open Records Act The parties acknowledge that each Party is a governmental entity formed according to Colorado law, and as such, is subject to the Colorado Open Records

Act, C.R.S. § 24-72-200 *et seq*. ("CORA"). In the event any Party receives a request under CORA that would require production of records related to this Agreement, the Party will inform the other Parties of such request and provide each with a copy of any such written request. Any Party shall promptly notify the other Parties if: (a) production of the requested record would disclose another Party's privileged information, and/or confidential commercial or financial data pursuant to C.R.S. § 24-72-204(3)a(IV) or; (b) the Party desires to pursue a legal action to prevent disclosure of such documents. Each Party shall determine whether to deny the request that originated with that Party. If the Party's denial of a request is challenged, the Party will notify the other Parties of such challenge and provide the Parties with a written copy of any such challenge.

24. Agreement as Complete in Integration-Amendments This Agreement is the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion or other amendment has any force or effect, unless embodied herein in writing. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement.

25. Legal Authority The parties represent and assure that each possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action necessary, to enter into this Agreement. The person(s) signing and executing this Agreement on behalf of a party, represent(s) that he or she is fully authorized to execute this Agreement on behalf of their jurisdiction and to validly and legally bind their jurisdiction to all the terms, performances, and provisions herein set forth. If there is a dispute as to the legal authority of either County or the person signing this Agreement to enter into this Agreement, at its option, San Miguel County may temporarily suspend or permanently terminate this Agreement or both. San Miguel County will not be obligated to perform any of the provisions of this Agreement after it has suspended or terminated this Agreement as provided in this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

BOARD OF COUNTY COMMISSIONERS
SAN MIGUEL COUNTY, COLORADO

_____ Date: _____
Commissioner Anne Brown
Chair, Board of County Commissioners

Attest:

_____ Date:_____
Carmen Warfield, Chief Deputy Clerk

Reviewed by the County Attorney as to Form:

_____ Date: _____

Maura Fahey, San Miguel County Attorney

TOWN OF MOUNTAIN VILLAGE

_____ Date: 07/01/25

Martinique Prohaska, Mayor, Town of Mountain Village

Attest:

_____ Date: 7/1/25

Susan Johnston, Town of Mountain Village Clerk

Reviewed by the Town of Mountain Village Attorney as to Form:

_____ Date: _____

David H. McConaughy, Town of Mountain Village Attorney

AGENDA ITEM 9
TOWN MANAGER
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 729-2654

TO: Mountain Village Town Council

FROM: Paul Wisor, Town Manager

DATE: July 11, 2024

RE: Department Updates

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

Public Works

Road & Bridge

Paving and striping of the 2025 projects is now complete. The team is now focused on sewer maintenance, particularly inflow and infiltration (I&I) mitigation, road sign replacements, asphalt patching and some miscellaneous drainage projects now that run off has subsided.

Water

Water production has hit its usually peak for the year (Bluegrass and Fourth of July) and continues to be steadily high for the July uptick in occupancy and irrigation season. The Pump Station Upgrade project continues at a good pace while keeping the station operational for water production. SCADA upgrades continue throughout the system and monitoring of the system continues to increase in functionality.

Plaza Services

All early summer plantings have been completed and the irrigation systems are working well throughout the Village. Summer Concert Series, Market on the Plaza, Yoga Festival, Firstgrass, Red, White & Blues and Joyce Allred memorial has kept the crew busy and engaged throughout the month, on top of keeping our newly planted flowers maintained.

Facility Maintenance

The Facility team is primarily focused on repair and replace as usage of Town facilities ramps up with summer usage.

Vehicle Maintenance

The Vehicle Maintenance team has been busy keeping up with services of Town vehicles and transportation buses/vans, and continuing to assist with the installation of new infrastructure at the San Miguel Pumphouse and other fabrication projects.

Transportation/Parks & Rec

Open Space Maintenance & Vegetation Control

- June marked peak mowing and trimming season across all open space areas
- Daily missions conducted to manage fast-growing vegetation and heavy dandelion bloom
- All areas mowed or trimmed at least once or twice weekly to maintain clean and professional appearance
- Weekly inspections and upkeep on major trails – Meadows, Jurassic, Stego, Big Billies, Blvd., and Ridge
- Cleared fallen trees, removed trash, and trimmed vegetation 18 inches back from both sides of trail corridors
- Significant tree removal completed on the Blvd. reroute in collaboration with One F Jef
- All material cleared, and the site is now ready for construction
- Strong month for noxious weed mitigation — department reached all priority thistle zones and is ahead of schedule for seasonal control efforts

VCA-MVD Trail Project

- Trail corridor walked and flagged
- Permits completed and submitted
- Trees marked in coordination with Rodney
- Caley is looped in for bridge engineering and pricing discussions

Firehouse Fence Project

- New split rail fence installed and stained
- Aesthetic and functional improvement — looks great and sharpens the facility's appearance

Gondola Operations & Maintenance

- Very high ridership during Bluegrass Festival and 4th of July week
- Staff and gondola system performed reliably and efficiently under sustained heavy loads
- Maintenance on Chondola grips and hangers scheduled to begin
- Station 2 drive bullwheel, which was replaced this spring, is now being overhauled and prepped as a ready spare in case of future need

GPG

- Gondola Parking Garage Level 3 painting has begun. That level will remain closed until the contractors are complete.

Community Development

Building

Inspections are up for the summer. Four Seasons Building Permit review is completed and ready for issuance once final conditions of SPUD approval Ordinance are met. We still

anticipate this in late Jully. Substantial time from both building and planning staff is being spent in perfecting workflows of new permitting software Open Gov.

Planning

USFS application for land exchange in the Ilium valley has been submitted and is pending review. With a special DRB meeting scheduled July 14, just days after the regular DRB meeting of July 10, followed by a regular Town Council meeting on July 17, planners have been busy writing memos, compiling packets and tracking on numerous public comments for upcoming land use applications. Smaller Class 1 design review applications for minor remodels, landscaping and other minor improvements always increase during summer months.
GIS:
Phase 5 re-addressing has started. GIS is working with regional partners on Emergency Management and Evacuation Route mapping. New handheld GPS devices used to mark utility locations in field have been provided to PublicWorks, staff was trained on their use for further mapping utilities improvements.

Forestry

During the month of June, our forestry crew, completed the touch up maintenance work at the demonstration forest along Adams Ranch Rd.; they engaged in helicopter hauling prep work and hauling operations below Boulders Way; removed saplings 10 feet (wildfire mitigation zone 1) around VCA buildings 10, 11, 12, 14, 15, 16, 8, & 9; advanced annual aspen sapling protection on Lot OSP 38 along Mountain Village Blvd.; monitored the SCC crew chainsaw and burn pile building efforts; and continue their work by processing standing dead and down fuels on the Community Shaded Fuel Break project into wood chips and burn piles. Crew members are still engaged in and progressing in their safety training and they are coming together well as a team.

Finance

The Finance Department completed its Annual Comprehensive Report for the fiscal year ended December 31, 2024. The Finance Department is now beginning development of the 2026 budget.

Clerks

June was a whirlwind for the Clerks! Ballots for the June 24, 2025, Town of Mountain Village Municipal Election were mailed out the week of June 2–9. Once ballots began trickling in, our team worked diligently to contact any electors whose ballots were returned as undeliverable.

We also reached out to the Telluride Postmaster to ensure ballots were being delivered correctly to updated addresses. He was incredibly helpful, re-delivering approximately 25-30 ballots that had initially been returned due to re-addressing issues.

We’re happy to report that the June 24th election is officially in the books! It was a long night of counting, but our five election judges—Mae Eckard, Kathrine Warren, Lauren Tyler, Jodi Miller, and Christina Lambert—did an outstanding job. The new election database was efficient and user-friendly, helping us quickly scan and process ballots.

Out of 998 ballots sent, 411 were received and counted—a return rate of 46.55%.

A recount was requested by candidate Heather Knox, who received 151 votes—just one vote behind Alline Arguelles. The recount took place on Tuesday, July 8, with the assistance of Director of Finance Lizbeth Lemley and Assistant Town Manager Michelle Bulson. The recount went very smoothly, and the results upheld the original count.

I'm proud to announce that Deputy Town Clerk Mae Eckard has been awarded a $500 tuition grant for her second year at the Clerk's Institute, which she'll attend in the third week of July. Congratulations, Mae! Once she returns, she'll begin preparations for the next election on November 4, 2025.

Please help spread the word: we are seeking two residents to serve on the Grant Committee for a two-year term. Appointments will be made at the August 21, 2025, Town Council meeting.

Human Resources

Financial Wellness Program - As part of Human Resources' ongoing commitment to employee well-being, our yearlong Financial Wellness Training Series continues to gain momentum. This initiative has been well-received by staff and reflects our broader focus on supporting financial literacy, stability, and long-term planning across our workforce.
In July, we're pleased to announce the addition of two local financial advisors to our programming. These professionals will present on "Investment Basics and Beyond," offering practical guidance on:

- How to begin investing
- Types of investment opportunities
- Evaluating and adjusting current portfolios
- Understanding market trends
- Setting and achieving long-term financial goals

To ensure these sessions are meaningful and responsive to employee interests, HR will also be circulating a brief employee survey in advance. The survey will help identify areas of interest and specific questions, allowing the presenters to tailor their content to the needs of our staff. These sessions are designed to meet employees wherever they are on their financial journey and will serve as a valuable resource for both personal and professional development. Our financial advisors have also offered their time with employees in personalized one-on-one appointments to dig into investment goals even further. We believe initiatives like this not only enhance employee engagement but also contribute to overall organizational resilience.
We'll continue to share participation metrics and outcomes as the program progresses throughout the year.

Police

For June, the police department's calls for service continued to rise compared to previous months, totaling 482. We also had 15 Traffic Contacts.
Regarding traffic crashes, we investigated several reports of hit-and-run incidents, and in two cases, officers were able to locate and charge the suspects. In another case, we currently have no leads. There were also two additional crashes where all parties remained on scene and cooperative. We also assisted the Colorado State Patrol in investigating a traffic incident outside Mountain Village. Officers successfully tracked down and contacted the driver and provided information to CSP.

Officers responded to an assault at a local hotel. A contractor working for the hotel got intoxicated after work and punched an employee in the face. The suspect was arrested for Third Degree Assault.
Officers responded to several domestic disturbance calls as well. None of these incidents resulted in criminal charges, and officers were able to de-escalate all the situations.

While conducting regular foot patrols in the core, officers located a trail of blood leading inside one of the Condos. After checking with the residents, we did not find any injured individuals. Also, no one reported any criminal activity.

Officers responded to assist EMS on Adams Ranch Road for a person who was reported to be unresponsive. Unfortunately, the person was not able to be revived – there is no indication of criminal activity at this time.

The Bluegrass Festival was uneventful, and parking went smoothly. On Saturday, which was the busiest day, we parked 822 cars. There were no criminal incidents associated with the festival reported to us.
Camera Success Stories – this month, using the camera systems and the Flock LPR, we were able to investigate and charge a driver for running over a street sign and failing to report the accident. We were also able to investigate two reports of hit-and-run crashes; however, using the cameras, we determined that the damage occurred outside of Mountain Village. We were also able to provide video evidence in a stalking case for the Telluride Marshal's Department.

Officers Menter, Horn, Ford, and Uribe completed their NCIC/CCIC recertification in June. All staff recertified as Intoxilyzer Operators. Officer Horn attended Community Service and Anti-Bias training. Sgt. Moir joined an online case law review for “Warrantless Home Entries” training. Officer Menter also attended a three-day online Reid Interview and Interrogation Training. Chief Broady participated in the three-day Colorado Chiefs of Police Association annual conference as a Board member and attendee.

Mark Martin will retire, effective July 1, after serving our community for over 11 years and a total of more than 47 years in law enforcement. We have had two officers on approved medical leave for the last month and a half, and another officer who will be out for 2 to 3 months. As we introduced at the last Town Council meeting, Marisa Ficklin, our new MVPD Admin Assistant, has been completing training with Deputy Chief Moir.

Economic Development and Communications

Economic Development

The Meadows Community Survey closed on Monday, July 7. We received 134 responses and will report out results during a work session at the August Town Council meeting, summarizing the data and incorporating feedback from the Open House event on June 26.

Molly and Lauren continue to meet one-on-one with businesses to discuss and offer back of house composting solutions. Through a grant award, the Town can provide free composting bins to restaurants and HOAs interested in composting.

We have had several productive conversations with interested restaurant groups for the former RESET space and are planning site visits for the end of July around the Telluride Reserve festival.

The Market on the Plaza continues to see great attendance and is the place to be on Wednesdays. Be sure to check out all the great lunch options when visiting our fabulous vendors.

Communications

Kathrine has been busy planning the Town's 30th anniversary celebration. We are working with our videographer to conduct interviews and produce a short video to commemorate three decades of Mountain Village.

Please join us at the Telluride Conference Center Thursday, July 24 5:30-7:30 p.m. to celebrate Mountain Village's 30th. The event will feature a photo booth, cake, champagne toast, light appetizers, live music from Gravity's Child (the band that played the gondola's 25th anniversary) and a screening of our celebratory short film.

We continue to work with Slate Communications to help spruce up our email newsletter templates, design our 30th anniversary collateral, develop Town incentive program marketing collateral, and designing the ACFR for the Finance Department later this month.

Telluride Conference Center

The TCC hosted the first of six 'Village Film Nights' presented by the Telluride Film Festival (TFF). This partnership between the Town, TMVOA, and TFF is an exciting opportunity to see first run movies at the conference center throughout the summer. July 7 featured a screening of the highly anticipated film "28 Years Later" and saw attendance of over 130 people. Tickets are free and a bar and concessions are available for all screenings.

After nine months of negotiations, the Telluride Conference Center, The Peaks Resort & Spa, and Madeline Hotel have successfully established a multi-property group contract. This marks a significant milestone as it is the first group room block agreement Amy Solomon has facilitated with the Sales Department at Madeline Hotel, and notably, the first instance where a group has agreed to distribute their attendee guest room block between the two hotels during her two+ year tenure as the TCC Director of Sales.

The group, an association, is scheduled to visit Mountain Village from January 9 to 14, 2027, generating a contracted revenue of $122,300 for TCC, along with 333 guest room nights at The Peaks Resort and 257 guest room nights at Madeline Hotel.

Amy notes that "this accomplishment would not have been possible without the wonderful working relationship with Jesse Kittelstad, former Director of Sales at The Peaks Resort and Randi Alt, Senior Area Sales Manager at Madeline Hotel. The three of us truly worked together as one team to win this piece of business and I am incredibly grateful to the both of them."

IT

IT recently transitioned to a new cybersecurity provider that delivers fully managed, 24×7 endpoint protection and includes a breach protection warranty. This project will be completed by the end of this July. The new provider also offers additional cybersecurity features that we had previously budgeted to purchase in 2025—but at a more cost effective price—resulting in lowered annual technology expenses for the Town.

In addition, IT has installed a new video server in the Council Chambers. The existing five year old streaming server will be relocated to the Municipal Building's conference room, where it will serve as a backup in case a DRB or Council meeting is ever held there.

IT is also actively updating several cybersecurity policies, including a comprehensive AI usage policy. This new policy establishes clear guidelines and governance around approved AI tools, data handling procedures, access controls, and user responsibilities—drawing on recognized best practices for AI governance and risk management. For example, employees are advised not to share confidential or sensitive information with public AI tools.

Town Manager

In June, two MOU's associated with the Regional wastewater parcel in Ilium were approved by all parties – one between the Mountain Village, The Alexander Family and San Miguel County and the other between the Town of Telluride, the Town of Mountain Village and San Miguel County as it relates to the regional wastewater parcel and possible regional wastewater authority. This allows for the Town of Mountain Village to move the land use application forward with San Miguel County, for property we placed under contract in June of 2024.
Mayor Prohaska and Assistant Town Manager introduced Dale Reed, with Merrimac and the Four Seasons project, to west end leadership, inclusive of the Towns of Nucla, Naturita and Norwood on a half day field trip in June.

J.D. Wise, Drew Nelson and Michelle Bulson provided a MV update at the most recent Telluride Association of Realtors Breakfast Meeting at the Peaks.

A well-attended flowerbed dedication to Joyce Allred was held on July 3rd in Heritage Plaza
Housing

Town staff has been working on the Ilium housing development to provide updated timelines and a potential pre-development agreement for the Town Council's consideration. Staff anticipates a worksession with the Town Council in the near future to discuss priorities with the pre-development team, including overall design, density, and community benefits associated with the development of the Ilium property. After suspending the Ilium Housing Request for Qualifications for several months, the decision was made to move forward with issuing the award, which is being considered at this meeting. On June 12, 2025, Mountain Village held a preapplication meeting with San Miguel County regarding the Ilium Housing Parcel, specifically discussing the timing of intersection improvements. A preapplication letter was issued, and County management indicated they would follow up within a few weeks regarding whether the intersection improvements can be aligned with Phase II. A series of meetings with the County is anticipated to fully address the intersection issue.
Town staff is working with a potential YES Program participant to purchase a unit in San Miguel County (outside of Mountain Village). This process has revealed that there are very few (if any) units that are going to be "perfect" for the program and meet the full original intent of the Town Council. Staff will be communicating with the Housing Committee with details on the proposal soon in order to gain feedback on program eligibility.

Following a meeting between Town staff and DOLA, the Town has submitted a letter to the DOH requesting consideration of amending the Use Covenant for the CDBG units at VCA to allow for higher AMIs (above 50% and 60%, up to 80%). It is staff's impression that this was viewed favorably by DOH staff and our request is currently winding its way through the proper channels at DOLA. This would reduce vacancy levels at VCA while also getting additional local workers into housing.

The final Housing Needs Assessment was presented by EPS during a San Miguel Regional Housing Authority (SMRHA) virtual meeting held on July 7, 2025, to share the final draft with the community and gather feedback. Comments focused on ensuring the Assessment is both compliant with Proposition 123 requirements and tailored to reflect the unique workforce housing needs of the region. Jarrod Biggs, Deputy County Manager with San Miguel County, will continue accepting comments through the end of the month at jarrodb@sanmiguelcounty.org.

Grants

- Town staff and Council Member Harvey Mogenson presented on a request for $1,000,000 for the Ski Ranches water infrastructure project to the Department of Local Affairs (DOLA) in Grand Junction. Town staff are awaiting an award decision from DOLA in July.
- Staff are working with AECOM to provide information on potential funding opportunities for the gondola facilities project.
- Town staff continue to monitor federal and state funding opportunities, availability, and criteria for alignment with Mountain Village projects and goals.

Sustainability

- Town staff continue to provide composting infrastructure and information to support the rollout of composting by businesses and residents.
- Town staff attended Recycle Colorado's Summit for Recycling in Grand Junction to learn about advancements in waste diversion and circular economy policies, programs, funding, and technology.
- Staff attended CC4CA's Annual Board Meeting in Vail to learn about state and federal funding, legal updates, and the changing landscape regarding climate action policies, as well as connect and network with other Colorado jurisdictions.
- The Farm to Community Program is in full swing with 95 participants receiving local and organic food shares every Wednesday for 14 weeks.
- Town staff continue to work closely with Cascadia Consulting to complete a roadmap for community resiliency, with a sustainability focus, to bring to Council in August.



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

Business and Government Activity Report For the month ending: June 30th

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 %	96.08%	0.39%	95.10%	91.70%	0.45%	95.45%	-0.35%	-0.4%
# Vacated Units	2	2	14	8	4	24	(10)	-41.7%
# Work Orders Completed	31	(234)	426	20	(13)	361	65	18.0%
# on Waiting List	162	0		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	686	(264)	3,733	775	(93)	4,171	(438)	-10.5%
Truck Rolls	355	150	954	196	(209)	1,047	(93)	-8.9%
Snow Fall - Inches	0	0	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	13,323,000	9,638,000	45,498,000	14,753,000	9,625,000	55,399,000	(9,901,000)	-17.9%
Sewage Treatment - Gallons	10,530,000	1,812,000	61,292,000	4,241,000	(2,181,000)	46,849,000	14,443,000	30.8%
Activity - Child Development Fund	**2025 MONTH**	**NA**	**2025 YTD**	**2024 MONTH**	**Monthly Change**	**2024 YTD**	**YTD or MTD Variance**	**YTD or MTD Variance %**
# Infants Actual Occupancy	11.62	(0.72)		7.44	1.00		4.18	56.2%
# Toddlers Actual Occupancy	8.26	0.37		9.13	0.20		(0.87)	-9.5%
# Preschoolers Actual Occupancy	13.76	0.15		14.96	0.00		(1.20)	-8.0%
Activity - Transportation and Parking	**2025 MONTH**	**NA**	**2025 YTD**	**2024 MONTH**	**Monthly Change**	**2024 YTD**	**YTD or MTD Variance**	**YTD or MTD Variance %**
GPG Parking Utilization (% of total # of spaces occupied)	53.1%	31.70%	50.1%	53.6%	33.60%	53.6%	-3.5%	-6.5%
HPG Parking Utilization (% of total # of spaces occupied)	38.4%	25.10%	43.9%	35.3%	20.10%	38.3%	5.6%	14.6%
Parking Utilization (% of total # of spaces occupied)	49.2%	27.80%	44.7%	55.1%	31.30%	48.9%	-4.2%	-8.6%
Bus Routes - # of passengers	13,327	10,622	16,197	11,299	9,171	13,427	2,770	20.6%
Paid Parking Revenues	$90,953	$75,198	$479,247	$105,587	$71,713	$532,731	($53,484)	-10.0%
Activity - Human Resources	**2025 MONTH**	**NA**	**2025 YTD**	**2024 MONTH**	**Monthly Change**	**2024 YTD**	**YTD or MTD Variance**	**YTD or MTD Variance %**
FT Year Round Head Count	105	1		97	(4)		8	8.2%
Seasonal Head Count (FT & PT)	7	1		9	3		(2)	-22.2%
Gondola FT YR, Seasonal, PT YR Head Count	57	1		54	5		3	5.6%
Total Employees	169	3		160	4		9	5.6%
Gondola Overtime Paid - Hours	281	117	994	446	16	1,984	(990)	-49.9%
Other Employee Overtime Paid - Hours	76	(5)	613	213	(66)	1,055	(442)	-41.9%
Total # New Hires	8	(16)	43	9	(17)	48	(5)	-10.4%
# Terminations	2	1	33	3	2	39	(6)	-15.4%

Seasonal EE's: 3 Forestry crew, 1 Parks & Rec, 1 Plaza Grounds, 1 Plaza Mtn, 1 Temp CCA New Hires: 1 PD Admin Assistant, 1 Rentals Coordinator, 1 Water Tech I, 1 Seasonal Plaza Mtn Specialist, 1 Seasonal Groundskeeper, 3 Seasonal Gondola Ops Terms: 1 FT Gondola Op, 1 Ft Gondola Crew Lead Reason for Terms: 1 took another job in area, 1 moved out of area

Activity - Communications & Business Development	2025 MONTH	NA	2025 YTD	2024 MONTH	Monthly Change	2024 YTD	YTD or MTD Variance	YTD or MTD Variance %
Town Hosted Meetings	6	(1)	37	7	1	38	(1)	-2.6%
Email Correspondence Sent	25	(1)	108	17	3	79	29	36.7%
E-mail List - #	8,978	(147)		8,446	(19)		532	6.3%
Ready-Op Subscribers	2,308	40		2,225	29		83	3.7%
News Articles	41	16	168	31	(3)	103	65	63.1%
Press Releases Sent	8	0	25	6	2	12	13	108.3%
Activity - Gondola and RETA	**2025 MONTH**	**NA**	**2025 YTD**	**2024 MONTH**	**Monthly Change**	**2024 YTD**	**YTD or MTD Variance**	**YTD or MTD Variance %**
Gondola # of Passengers	349,591	270,066	1,512,113	328,878	264,156	1,508,297	3,816	0.3%
Chondola # of Passengers	0	0	112,836	0	0	112,933	(97)	-0.1%
RETA fees collected by TMVOA	$ 415,095	$ (300,675)	$ 4,008,377	$ 995,700	$ (1,372,035)	$ 7,043,055	($3,034,678)	-43.1%
Activity - Police	**2025 MONTH**	**NA**	**2025 YTD**	**2024 MONTH**	**Monthly Change**	**2024 YTD**	**YTD or MTD Variance**	**YTD or MTD Variance %**
Calls for Service	482	61	2,803	703	259	2,671	132	4.9%
Investigations	13	9	86	13	7	103	(17)	-16.5%
Alarms	12	(3)	97	18	1	89	8	9.0%
Arrests	1	(1)	14	3	3	14	0	0.0%
Summons	1	1	11	3	3	14	(3)	-21.4%
Traffic Contacts	15	6	59	14	10	60	(1)	-1.7%
Traffic Tickets Written	0	0	5	0	0	7	(2)	-28.6%
Parking Tickets Written	384	144	2,300	561	214	2,855	(555)	-19.4%
Administrative Dismissals	19	1	183	74	32	359	(176)	-49.0%

Business and Government Activity Report For the month ending: June 30th

Activity - Building/Planning	2025 MONTH	NA	2025 YTD	2024 MONTH	Monthly Change	2024 YTD	YTD or MTD Variance	YTD or MTD Variance %
Community Development Revenues	$335,200	$101,798	$1,701,438	$238,704	($157,737)	$1,613,444	$87,995	5.5%
# Permits Issued	16	(19)	121	21	(9)	113	8	7.1%
Valuation of Mtn Village Remodel/New/Additions Permits	$5,661,261	($1,748,908)	$31,226,414	$12,214,983	($9,724,905)	$94,144,124	($62,917,710)	-66.8%
Valuation Mtn Village Electric/Plumbing/Other Permits	$122,500	($28,884)	$616,902	$63,750	($478,150)	$934,596	($317,694)	-34.0%
# Inspections Completed	487	81	2,115	271	32	1,218	897	73.6%
# Design Review/Zoning Agenda Items	3	0	44	7	(6)	71	(27)	-38.0%
# Staff Review Approvals	71	19	306	78	4	325	(19)	-5.8%
Activity - Vehicle Maintenance	**2025 MONTH**	**NA**	**2025 YTD**	**2024 MONTH**	**Monthly Change**	**2024 YTD**	**YTD or MTD Variance**	**YTD or MTD Variance %**
# Preventive Maintenance Performed	31	4	143	27	13	92	51	55.4%
# Repairs Completed	13	(9)	156	16	(6)	125	31	24.8%
Special Projects	3	0	15	1	(3)	12	3	25.0%
# Roadside Assists	0	0	0	0	0	0	0	NA
Activity - Finance	**2025 MONTH**	**NA**	**2025 YTD**	**2024 MONTH**	**Monthly Change**	**2024 YTD**	**YTD or MTD Variance**	**YTD or MTD Variance %**
# Other Business Licenses Issued	28	7	1,282	7	(11)	1,260	22	1.7%
# Privately Licensed Rentals	0	(2)	97	2	2	95	2	2.1%
# Property Management Licensed Rentals	1	1	529	0	(6)	541	(12)	-2.2%
% of Paperless Billing Customers	59.71%	7.00%		57.54%	-2.17%		2.2%	3.8%
# of TMV AR Bills Processed	1,174	(156)	7,003	1,147	45	6,645	358	5.4%
Activity - Telluride Conference Center	**2025 MONTH**	**NA**	**2025 YTD**	**2024 MONTH**	**Monthly Change**	**2024 YTD**	**YTD or MTD Variance**	**YTD or MTD Variance %**
Number of Leads	8	-7	66	na	NA	na	NA	NA
Leads Turned Down/Lost	2	-2	20	na	NA	na	NA	NA
Contracts Requested	1	-1	12	na	NA	na	NA	NA
Contracts Executed	2	0	14	na	NA	na	NA	NA
Actual Revenues (Gross)	$24,514	($12,181)	$398,324	na	NA	na	NA	NA
Contracted Base Revenues	$20,620	($4,992)	$295,094	na	NA	na	NA	NA
Revenues Above Contracted	$3,894	($7,189)	$103,230	na	NA	na	NA	NA
Revenues Above Contracted - %	18.9%	-24.4%	35.0%	na	NA	na	NA	NA

TCC Contracted Activity	2025	2026	2027
Number of Contracted Events	23	8	1
Contracted Base Revenue	$ 397,463	$ 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						
	TMV Operating Receivables (includes Gondola funding and childcare)		Utilities - Water/Sewer		VCA - Village Court Apartments	
Current	$37,452	26.9%	395,114	89.2%	$6,075	56.7%
30+ Days	17,530	12.6%	38,017	8.6%	2,559	23.9%
60+ Days	5,670	4.1%	3,488	0.8%	1,564	14.6%
90+ Days	3,790	2.7%	2,092	0.5%	520	4.9%
over 120 days	74,741	53.7%	4,229	1.0%	-	0.0%
Total	$ 139,183	100.0%	$ 442,940	100.0%	$ 10,718	100.0%
	Construction Parking		Total All AR		Change Since Last Month - Increase (Decrease) in AR	
Current	$6,448	59.8%	$ 445,089	73.7%	$ (950,657)	99.4%
30+ Days	3,443	31.9%	61,549	10.2%	(8,166)	0.9%
60+ Days	567	5.3%	11,289	1.9%	1,170	-0.1%
90+ Days	170	1.6%	6,572	1.1%	666	-0.1%
over 120 days	152	1.4%	79,122	13.1%	687	-0.1%
Total	$10,780	100.0%	$ 603,621	100.0%	$ (956,300)	100.0%

Other Stats	
Population (estimated)	1,434
(Active) Registered Voters	959
Assessed Property Valuation	438,821,785

Memorandum

To: Town Council

From: Lizbeth Lemley, Julie Vergari

Date: July 10, 2025

Re: Town of Mountain Village Financial Statements through June 2025

Mountain Village Financials Statements through March 2025

General Fund Summary

The June financial statements as presented reflect the 2025 adopted budget prorated through June 2025. Also included are 2024, 2023 and 2022 actuals for comparison.

As of June 30, 2025, general fund revenues of $13.29 million were less than budget by $2.00 million or (13%). This is due primarily to the timing of community development related revenues. Revenues are 5.4% under 2024 revenues due to declines in interest income, development related use taxes and contributions. TMVPA made a $325,000 contribution to the Town in 2024 to split the Town's contribution to the Medical Center. Current year revenues exceed 2023 and 2022 by 28% and 25% respectively.

General Fund operating expenditures through June totaled $9.67 million and were $844,938 or 10.1% under budget. Most of these savings are due to timing variances and savings related to personnel and utility costs. Additional discussion of these variances is included in the General Fund Revenue and Expenditure Report in this packet.

Year to date, the General Fund Revenue and Expenditure report reflects a surplus of $2.33 million and an unreserved fund balance of $23.52 million.

Transfers to other funds include:

Fund	This Month	YTD Budget	YTD Actual	Budget Variance
Capital Projects Fund (From GF)	$ 23,732	$ -	$ 154,024	$ 154,024
Child Development Fund	$ 53,636	$ 179,547	$ 169,719	$ (9,828)
Conference Center Subsidy	$ 159,078	$ 698,842	$ 360,010	$ (338,832)
Gondola Fund	$ 471,742	$ 750,000	$ 471,742	$ (278,258)
Affordable Housing Development Fund (Monthly Sales Tax Allocation)	$ 20,554	$ 538,258	$ 536,402	$ (1,856)
Vehicle & Equipment Acquisition Fund	$ 194,558	$ 250,000	$ 241,059	$ (8,941)

Income transfers from other funds include:

Fund	This Month	YTD Budget	YTD Actual	Budget Variance
Overhead allocation from Broadband, W/S, Gondola, VCA and Parking Services	$ 4,274	$ -	$ 496,284	$ 496,284
*Tourism Fund	$ 5,780	$ 89,310	$ 89,907	$ 596
*This transfer is comprised of administrative fees, interest, and penalties collected.				
Debt Service Fund (Specific Ownership Taxes)	$ 1,126	$ 12,434	$ 7,925	$ (4,509)

Vehicle and Equipment Acquisition Fund – No Fund Income Statement Attached

Acquisitions to date were for a Building Department Truck, Plaza Services equipment, shop equipment, and a PD vehicle.

Capital Projects Fund – No Fund Income Statement Attached

$154,024 related to the VCA Bus Stop has been expended.

Historical Museum Fund – No Fund Income Statement Attached

$117,763 in property taxes were collected and $115,407 has been tendered to the historical museum. The county treasurer retained $2,356 in treasurer's fees.

Mortgage Assistance Fund – No Fund Income Statement Attached

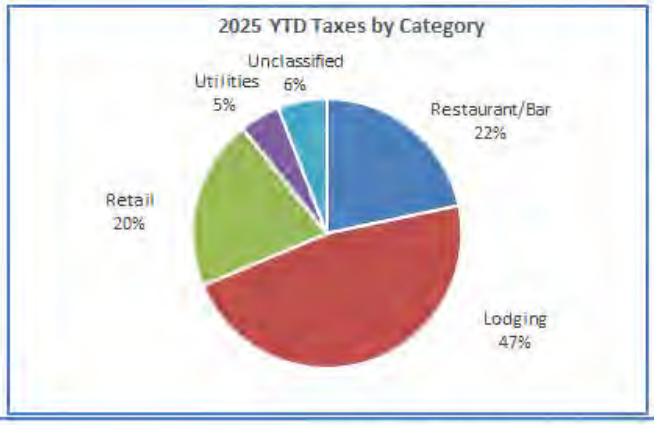
Interest payments of $1,354 were received and a principal repayments of $5,146 have been made.

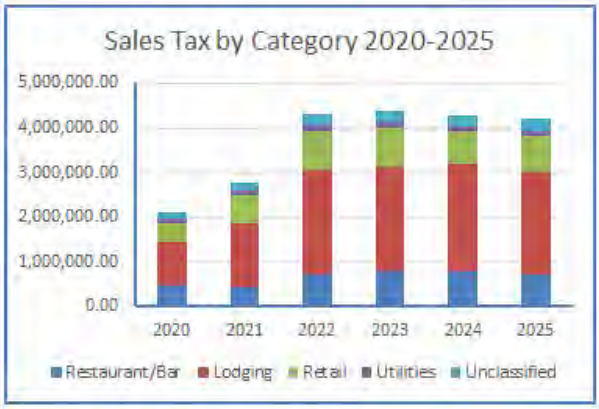
Sales Tax

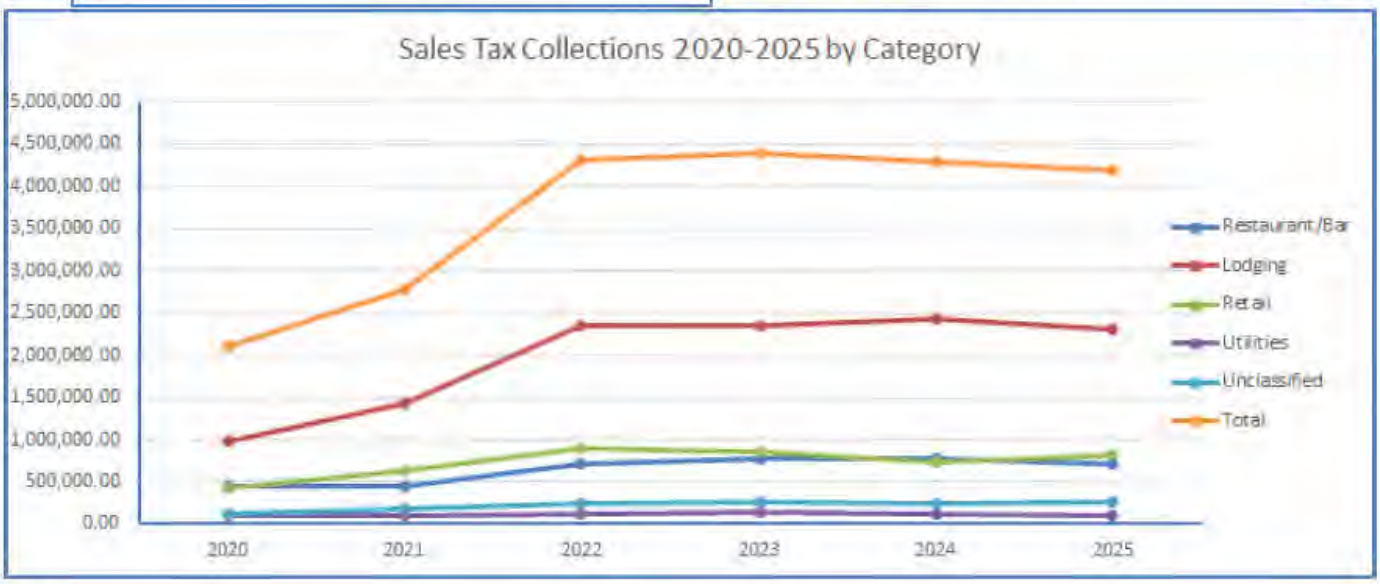
The table below reflects actual sales tax collections through June 30, 2025, which represent May 2025 sales tax remittances. Sales taxes are collected one month in arrears. The year-to-date financial statements through June 2025 include accrued June sales tax amounts based on the approved budget. These amounts are trued up when collected in July.

Tax Collection Summary

4.5% Tax	May 2020	May 2021	May 2022	May 2023	May 2024	May 2025	2025-2024 % change	2025-2020 % change
Restaurant/Bar	$ 1,150	$ 13,940	$ 13,323	$ 12,872	$ 13,071	$ 26,436	102.25%	2199.03%
Lodging	856	59,688	69,897	38,955	65,743	68,562	4.29%	7908.56%
Retail	21,682	41,554	79,705	79,861	51,542	69,379	34.61%	219.99%
Utilities	12,728	12,950	14,261	14,205	14,251	14,035	-1.51%	10.27%
Unclassified	6,615	11,818	12,484	24,556	40,277	27,362	-32.07%	313.65%
Total	$ 43,030	$ 139,949	$ 189,670	$ 170,450	$ 184,883	$ 205,775	11.30%	378.21%
4.5% Tax	**YTD 2020**	**YTD 2021**	**YTD 2022**	**YTD 2023**	**YTD 2024**	**YTD 2025**	**2025-2024 % change**	**2025-2020 % change**
Restaurant/Bar	$ 455,140	$ 449,934	$ 714,750	$ 779,866	$ 775,579	$ 719,441	-7.24%	58.07%
Lodging	986,064	1,432,116	2,339,422	2,347,932	2,425,310	2,302,539	-5.06%	133.51%
Retail	431,550	628,546	887,692	861,426	724,920	810,440	11.80%	87.80%
Utilities	102,552	102,684	115,429	142,583	117,116	109,601	-6.42%	6.87%
Unclassified	123,412	172,004	248,517	260,451	252,279	256,055	1.50%	107.48%
Total	$ 2,098,717	$ 2,785,284	$ 4,305,810	$ 4,392,259	$ 4,295,204	$ 4,198,076	-2.26%	100.03%







Tourism Fund

Business license fees of $395,814 are over budget (2%). Penalties of $12,661 were collected and transferred to the General Fund.

2025 restaurant taxes totaling $368,342 have been recorded and 100%, less a 2% administrative fee, will be tendered to the airline guarantee program. $2.29 million in lodging taxes were recorded and ½ of the lodging tax, less a 2% administrative fee, will be tendered to the airline guarantee program.

Lodging taxes are 5% under prior year. Restaurant taxes are under prior year by 7.7%.

Town of Mountain Village Colorado Lodging Tax Summary

	2021 Activity (4%)	2022 Activity (4%)	2023 Activity (4%)	2024 Activity (4%)	2025 Activity (4%)	2024 Var %	2025 Budget	Budget Var %
January	272,725	523,260	591,486	576,823	518,344	-10.14%	534,179	-2.96%
February	358,584	700,805	708,132	723,205	690,933	-4.46%	639,480	8.05%
March	476,051	759,281	722,313	740,508	732,885	-1.03%	658,224	11.34%
April	40,874	33,263	32,204	54,408	42,635	-21.64%	44,679	-4.57%
May	51,474	81,855	33,735	58,407	60,674	3.88%	55,644	9.04%
June	229,731	239,859	254,544	243,076	-	-100.00%	196,097	-100.00%
July	412,650	371,297	367,082	377,958	-	-100.00%	324,951	-100.00%
August	336,701	294,342	313,933	315,837	-	-100.00%	271,253	-100.00%
September	323,713	299,591	289,587	256,668	-	-100.00%	337,910	-100.00%
October	133,675	123,341	125,604	128,901	-	-100.00%	169,701	-100.00%
November	71,435	55,744	54,734	51,936	-	-100.00%	68,375	-100.00%
December	553,765	537,068	479,863	512,453	-	-100.00%	674,658	-100.00%
Total	**3,261,375**	**4,019,707**	**3,973,215**	**4,040,179**	**2,045,471**	-49.37%	**3,975,151**	-48.54%
Tax Base	**81,534,381**	**100,492,663**	**99,330,387**	**101,004,469**	**51,136,786**		**99,378,775**	

Town of Mountain Village Colorado Restaurant/Bar Tax Summary

	2021 Activity (2%)	2022 Activity (2%)	2023 Activity (2%)	2024 Activity (2%)	2025 Activity (2%)	2024 Var %	2025 Budget	Budget Var %
January	45,706	76,624	92,994	86,439	78,734	-8.91%	89,371	-11.90%
February	59,659	104,748	114,079	112,395	109,651	-2.44%	121,807	-9.98%
March	82,463	126,092	130,164	128,821	112,560	-12.62%	135,549	-16.96%
April	5,733	4,195	3,718	12,431	6,916	-44.37%	12,421	-44.32%
May	6,196	5,901	5,561	6,240	11,749	88.31%	6,619	77.51%
June	55,645	60,810	56,540	49,994	-	-100.00%	52,976	-100.00%
July	66,892	74,492	80,968	68,945	-	-100.00%	77,187	-100.00%
August	61,744	67,110	68,618	55,354	-	-100.00%	56,608	-100.00%
September	62,772	64,352	70,895	50,400	-	-100.00%	55,896	-100.00%
October	25,593	27,132	31,600	24,157	-	-100.00%	24,536	-100.00%
November	8,777	8,854	8,044	7,314	-	-100.00%	9,422	-100.00%
December	72,532	91,455	77,661	84,549	-	-100.00%	89,617	-100.00%
Total	**553,712**	**711,765**	**740,842**	**687,038**	**319,610**	-53.48%	**732,009**	-56.34%
Tax Base	**27,685,593**	**35,588,233**	**37,042,121**	**34,351,897**	**15,980,478**		**36,600,450**	

Town of Mountain Village Monthly Revenue and Expenditure Report
June

General Fund	2025 Actual YTD	2025 Budget YTD	2025 Budget Variance ($)	2025 Budget Variance (%)	2025 Annual Budget	2025 Budget Balance	2024 Actual YTD	2023 Actual YTD	2022 Actual YTD
Revenues									
Charges for Services	$ 862,768	$ 1,438,399	$ (575,631)	-40.02%	$ 2,671,319	$ 1,808,551	$ 495,947	$ 229,345	$ 296,560
Contributions	50,288	49,293	995	2.02%	75,000	24,712	369,818	2,319	44,132
Fines and Forfeits	2,275	3,521	(1,246)	-35.39%	6,800	4,525	1,025	1,970	83,400
Interest Income	692,142	435,271	256,871	59.01%	740,000	47,858	914,551	472,630	35,832
Intergovernmental	177,988	348,621	(170,633)	-48.95%	490,838	312,850	229,638	302,502	327,149
Licenses and Permits	281,038	783,455	(502,417)	-64.13%	2,038,940	1,757,902	318,326	239,886	251,663
Miscellaneous Revenues	184,150	172,836	11,314	6.55%	318,902	134,752	160,219	77,169	62,959
Taxes and Assessments	11,037,189	12,059,915	(1,022,726)	-8.48%	24,206,040	13,168,851	11,561,625	9,026,796	9,559,969
Total Revenues	13,287,839	15,291,311	(2,003,472)	-13.10%	30,547,839	17,260,000	14,051,149	10,352,617	10,661,664
Operating Expenses									
Legislation & Council	88,227	105,220	(16,993)	-16.15%	258,464	170,237	100,239	69,769	70,594
Town Manager	541,083	589,613	(48,530)	-8.23%	1,253,313	712,230	291,555	308,830	169,808
Town Clerk's Office	178,803	185,005	(6,202)	-3.35%	379,470	200,667	149,095	158,273	142,037
Finance	896,262	905,227	(8,965)	-0.99%	1,515,564	619,302	772,107	666,626	658,378
Technical	333,785	396,920	(63,135)	-15.91%	827,835	494,050	260,685	191,393	211,413
Human Resources	320,292	391,506	(71,214)	-18.19%	785,909	465,617	343,684	274,126	198,283
Town Attorney	228,940	214,186	14,754	6.89%	440,909	211,969	177,037	178,920	193,799
Communications and Business Development	325,186	331,598	(6,412)	-1.93%	738,781	413,595	246,365	205,556	239,238
Municipal Court	20,522	18,143	2,379	13.11%	43,542	23,020	17,360	17,151	16,116
Police Department	818,535	829,998	(11,463)	-1.38%	1,736,224	917,689	757,907	735,938	538,881
Community Services	37,162	39,161	(1,999)	-5.10%	84,501	47,339	32,913	19,978	28,394
Community Grants and Contributions	214,711	217,443	(2,732)	-1.26%	229,443	14,732	110,700	122,538	109,650
Roads and Bridges	932,122	928,181	3,941	0.42%	1,390,639	458,517	486,626	377,669	391,621
Vehicle Maintenance	269,743	306,570	(36,827)	-12.01%	656,202	386,459	233,231	266,083	235,652
Municipal Bus	111,226	246,030	(134,805)	-54.79%	609,217	497,992	113,214	115,025	118,016
Parks & Recreation	337,225	334,823	2,402	0.72%	768,683	431,458	278,163	307,715	229,320
Plaza Services	827,576	966,520	(138,944)	-14.38%	2,151,621	1,324,045	805,915	1,065,250	671,032
Public Refuse Removal	22,829	43,466	(20,637)	-47.48%	76,598	53,769	31,634	28,319	22,643
Building/Facility Maintenance	183,521	204,341	(20,820)	-10.19%	391,489	207,968	201,198	150,387	146,530
Building Division	243,101	288,817	(45,716)	-15.83%	960,515	717,414	178,260	197,063	199,175
Housing Division Office	-	-	-	NA	-	-	-	-	35,906
Planning and Zoning Division	456,323	575,432	(119,109)	-20.70%	1,732,400	1,276,077	417,390	374,922	321,177
Contingency	-	-	-	NA	95,000	95,000	-	-	-
Debt Service	268,604	268,604	-	0.00%	1,077,208	808,604	-	-	-
Total Operating Expenses	7,655,776	8,386,804	(731,028)	-8.72%	18,203,527	10,547,751	6,005,278	5,831,531	4,947,663
Surplus / Deficit	5,632,063	6,904,507	(1,272,443)	-18.43%	12,344,312	6,712,249	8,045,871	4,521,086	5,714,001
Capital Outlay	2,013,079	2,126,989	(113,910)	-5.36%	3,329,833	1,316,754	350,483	72,814	64,414
Surplus / Deficit	3,618,984	4,777,518	(1,158,533)	-24.25%	9,014,479	5,395,495	7,695,388	4,448,272	5,649,587
Other Sources and Uses									
Sale of Assets	1,808	-	1,808	NA	-	(1,808)	64	15,150	558
Insurance Claim Proceeds	-	-	-	NA	-	-	-	-	1,327
Transfer (To) From Affordable Housing	(536,402)	(538,258)	1,856	-0.34%	(979,596)	(443,194)	(678,487)	(487,475)	(552,459)
Transfer (To) From Affordable Housing-Other	-	-	-	NA	1,918,631	1,918,631	-	-	-
Transfer (To) From Broadband	-	-	-	NA	-	-	-	-	-
Transfer (To) From Child Development	(169,719)	(179,547)	9,828	-5.47%	(510,696)	(340,977)	(64,286)	-	(66,599)

General Fund	2025 Actual YTD	2025 Budget YTD	2025 Budget Variance ($)	2025 Budget Variance (%)	2025 Annual Budget	2025 Budget Balance	2024 Actual YTD	2023 Actual YTD	2022 Actual YTD
Transfer (To) From Capital Projects	(154,024)	-	(154,024)	NA	-	154,024	(297,225)	(341,863)	(225,158)
Transfer (To) Gondola Fund	(471,742)	(750,000)	278,258	-37.10%	(750,000)	(278,258)	-	-	-
Transfer (To) From Debt Service	7,925	12,434	(4,509)	-36.26%	25,000	17,075	8,248	8,788	10,193
Transfer (To) From Overhead Allocation	496,284	-	496,284	NA	509,667	13,383	495,963	696,623	371,995
Transfer (To) From Parking Services	-	-	-	NA	(451,131)	(451,131)	-	-	-
Transfer (To) From Conference Center	(360,010)	(698,842)	338,832	-48.48%	(1,647,179)	(1,287,169)	(163,889)	(91,963)	(123,843)
Transfer (To) From Tourism	89,907	89,310	596	0.67%	138,143	48,236	93,977	92,821	93,991
Transfer (To) From Vehicle/Equipment	(241,059)	(250,000)	8,941	-3.58%	(1,073,800)	(832,741)	(644,241)	(239,008)	(231,131)
Transfer (To) From VCA	-	-	-	NA	1,077,208	1,077,208	-	-	-
Transfer (To) From Water/Sewer	-	-	-	NA	-	-	-	-	-
Total Other Sources and Uses	(1,337,033)	(2,314,904)	977,870	-42.24%	(1,743,753)	(406,720)	(1,249,876)	(346,927)	(721,126)
Surplus / Deficit	$ 2,281,951	$ 2,462,614	$ (180,663)	-7.34%	$ 7,270,726	$ 4,988,775	$ 6,445,512	$ 4,101,345	$ 4,928,461

Revenues

Taxes & Assessments - 91% of the annual budget for property taxes has been collected. Sales tax, including the projected June accrual, is $16,707 or .34% under budget and 1.3% under prior year. Construction use tax collections are $844,705 under budget due to timing of permit receipts.

Licenses & Permits - Construction permits are under budget by $525,000. This is due to the timing of of a large permit.

Intergovernmental - Intergovernmental revenues are under budget in County Road and Bridge Tax receipts. We anticipate this trend will continue through 2025.

Charges for Services - Charges for Services are under budget in plan review fees. We anticipate this will continue though 2025.

Fines & Forfeitures - Fines are under budget by $1,246. These revenues are not significant and fluctuate throughout the year.

Investment Income - Investment income is over budget by $256,871. Interest rates have not declined as projected. At year end this income is allocated to funds based on average pooled cash balances.

Miscellaneous Revenues - Miscellaneous grant revenue is under budget by $50,000 due do timing, however this was offset by positive budget variances due to a litigation settlement, finance late fees and vending cart/plaza use rents .

Contributions - Contributions from TMVOA for the cedar shake roof fee waiver program and the projector funding have been received.

Top Ten Budget Variances

Over Budget

Town Attorney - $14,754 Over budget in legal fees due to outstanding litigation and other matters requiring legal advice.

Road & Bridge - $3,941 Over budget mainly in vehicle repair and maintenance.

Parks and Recreation - $2,402 Over budget in vehicle repair expenses, ice rink expenses offset by savings in expenses including utilities and maintenance costs.

Municipal Court - $2,379 over budget in personnel expenses due to a PTO payout due upon retirement.

Under Budget

Plaza Services - $138,944 Under budget in utilities and personnel costs. Natural gas expense and electricity were $81,000 under budget.

Municipal Bus Service - $134,805 Personnel costs due to position vacancies, utilities, vehicle repairs and facility expenses.

Planning & Zoning - $119,109 Savings in personnel costs due to vacancies and consulting expenses.

Human Resources - $71,214 due to savings in software and recruitment expenses.

Technical (IT) - $63,135 Under budget in cyber security expenses. We anticipate a portion of these savings will be retained due to a switch in vendors.

Town of Mountain Village Monthly Revenue and Expenditure Report
June

	2025						2024	2023	2022
	Actual YTD	Budget YTD	Budget Variance ($)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Tourism Fund									
Revenues									
Business License Fees	$ 395,814	$ 388,326	$ 7,488	1.93%	$ 406,559	$ 10,745	$ 391,584	$ 376,209	$ 340,445
Interest Income	-	-	-	NA	-	-	-	-	-
Lodging Taxes	2,285,472	2,128,302	157,170	7.38%	3,975,151	1,689,679	2,396,426	2,342,414	2,286,620
Lodging Taxes - Prior Year	-	-	-	NA	-	-	-	11,431	4,041
Penalties and Interest	13,076	15,070	(1,994)	-13.23%	20,000	6,924	14,656	15,067	20,130
Restaurant Taxes	368,342	418,743	(50,401)	-12.04%	732,009	363,667	392,861	402,478	378,370
Restaurant Taxes - Prior Year	274	-	274	NA	-	(274)	1,997	2,727	2,707
Total Revenues	3,062,978	2,950,441	112,537	3.81%	5,133,719	2,070,741	3,197,524	3,150,326	3,032,313
Tourism Funding									
Admin Fees	2,500	2,500	-	0.00%	2,500	-	-	-	-
Airline Guaranty Funding	1,598,430	1,566,608	27,889	1.78%	2,665,193	1,066,763	1,561,210	1,550,485	1,495,879
Marketing Funding	497,116	597,141	(100,025)	-16.75%	1,500,000	1,002,884	597,141	670,168	415,824
General Operating Expense	168,332	208,616	(40,284)	-19.31%	447,738	279,406	128,072	126,238	-
Total Tourism Funding	2,266,377	2,374,865	(112,420)	-4.73%	4,615,431	2,349,054	2,286,423	2,346,891	1,911,703
Surplus / Deficit	796,601	575,576	224,957	39.08%	518,288	(278,313)	911,101	803,435	1,120,610
Other Sources and Uses									
Transfer (To) From TCC	-	-	-	NA	(300,000)	(300,000)	-	-	-
Transfer (To) From General Fund	(89,907)	(89,310)	(596)	0.67%	(138,143)	(48,236)	(93,977)	(92,821)	(93,991)
Total Other Sources and Uses	(89,907)	(89,310)	(596)	0.67%	(438,143)	(348,236)	(93,977)	(92,821)	(93,991)
Surplus / Deficit	706,694	486,266	220,429		80,145	(626,549)			
Beginning Fund Balance	1,833,899	1,630,966			1,630,966				
Ending Fund Balance	$ 2,540,593	$ 2,117,232			$ 1,711,111				

June

	2025						2024	2023	2022
	Actual YTD	Budget YTD	Budget Variance ($)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Parking Services Fund									
Revenues									
EV Station Revenues	$ 2,064	$ 3,064	$ (1,000)	-32.64%	$ 5,700	$ 3,636	$ 2,772	$ 1,259	$ -
Fines and Forfeits	90,090	91,358	(1,268)	-1.39%	188,229	98,139	137,152	36,130	34,775
Gondola Parking Garage	173,240	211,330	(38,090)	-18.02%	358,700	185,460	213,403	72,300	69,731
Grant Revenues	-	-	-	NA	-	-	-	-	-
Heritage Parking Garage	161,740	173,365	(11,625)	-6.71%	316,000	154,260	186,426	143,367	150,668
Interest Income	-	-	-	NA	-	-	-	-	-
Meadows Parking Lot	9,620	-	9,620	NA	-	(9,620)	-	-	-
Parking in Lieu Buyouts	-	-	-	NA	-	-	-	-	62,500
Parking Meter Revenues	54,972	22,967	32,005	139.35%	48,260	(6,712)	32,272	14,854	20,309
Parking Permits	36,800	48,173	(11,373)	-23.61%	127,846	91,046	57,631	24,840	6,705
Special Event Parking	121,000	120,000	1,000	0.83%	120,000	(1,000)	120,228	43,000	118,566
Total Revenues	649,526	670,257	(20,731)	-3.09%	1,164,735	515,209	749,884	335,750	463,254
Operating Expenses									
Other Operating Expenses	9,942	21,473	(11,531)	-53.70%	69,350	59,408	951	1,143	723
Personnel Expenses	147,455	150,124	(2,669)	-1.78%	337,033	189,578	27,226	76,777	10,119
Gondola Parking Garage	33,793	46,844	(13,051)	-27.86%	127,758	93,965	119,719	58,552	45,275
Surface Lots	56,916	49,278	7,638	15.50%	110,900	53,984	37,334	38,643	27,480
Heritage Parking Garage	53,384	46,943	6,441	13.72%	110,630	57,246	47,013	50,949	17,229
Meadows Parking	-	-	-	NA	13,000	13,000	45,132	59,411	46,693
Total Operating Expenses	301,490	314,662	(13,172)	-4.19%	768,671	467,181	277,375	285,475	147,519
Surplus / Deficit	348,036	355,595	(7,559)	-2.13%	396,064	48,028	472,509	50,275	315,735
Capital									
Capital	253,829	255,000	(1,171)	-0.46%	970,000	716,171	24,006	55,069	68,490
Surplus / Deficit	94,207	100,595	(6,388)	-6.35%	(573,936)	(668,143)	448,503	(4,794)	247,245
Other Sources and Uses									
Sale of Assets	-	-	-	NA	-	-	-	-	-
Insurance Proceeds	-	-	-	NA	-	-	-	-	-
Overhead Allocation	(60,496)	(60,496)	-	0.00%	(60,496)	-	(60,496)	(60,496)	(23,711)
Transfer (To) From General Fund	-	-	-	NA	451,131	451,131	-	-	-
Total Other Sources and Uses	(60,496)	(60,496)	-	0.00%	390,635	451,131	(60,496)	(60,496)	(23,711)
Surplus / Deficit	$ 33,711	$ 40,099	$ -	0.00%	$ (183,301)	$ (217,012)	$ 388,007	$ (65,290)	$ 223,534
Beginning Fund Balance	$ 420,683	$ 183,301			$ 183,301				
Ending Fund Balance	$ 454,394	$ 223,400			$ -				

Parking revenues are under budget by 3.09%. HPG revenues are under budget 6.71% and under prior year 13.24%. Parking meter (surface lots) revenues are over budget 139.35% and over prior year 70.34%. GPG revenues are under budget 18.02% and under prior year by 18.82%. Parking fines are under budget by 1.39%, and under prior year 34.31%. Parking fines and HPG rates were decreased in 2025 resulting in a year over year decline in revenues. General operating expenses are under budget in personnel costs, signage and supplies. GPG expenses are under budget in maintenance and striping costs. Surface lots are over budget in credit card processing fees which is expected with an increase in meter revenues and insurance deductible related to a vehicle collision. HPG is over budget in shared expenses with the Hotel Madeline. Capital expense was for Meadows parking redesign and Meadows lot resurfacing.

Town of Mountain Village Monthly Revenue and Expenditure Report
June

	2025						2024	2023	2022
	Actual YTD	Budget YTD	Budget Variance ($)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Gondola Fund									
Revenues									
Capital/MR&R Grant Funding	$ -	$ -	$ -	NA	$ 150,000	$ 150,000	$ -	$ -	$ 44,004
Event Operations Funding	6,421	-	6,421	NA	-	(6,421)	4,233	(1,599)	5,128
Event Operations Funding - TOT	-	-	-	NA	36,000	36,000	-	-	-
Miscellaneous Revenues	-	-	-	NA	-	-	-	-	95
Operations Grant Funding	-	-	-	NA	133,000	133,000	137,355	-	196,148
Sale of Assets	-	-	-	NA	-	-	-	-	-
Van Rider Revenues	1,800	-	1,800	NA	4,300	2,500	1,950	2,450	1,996
Insurance Proceeds	-	-	-	NA	-	-	-	-	-
Town Contribution - Slope Stabilization	471,742	750,000	(278,258)	-37.10%	750,000	278,258	-	-	-
TSG 1% Lift Sales	184,184	195,610	(11,426)	-5.84%	244,899	60,715	195,111	192,967	163,933
TMVOA Operating Contributions	2,708,442	2,764,415	(55,973)	-2.02%	6,567,159	3,858,717	2,296,656	2,302,827	1,871,967
TMVOA Capital/MR&R Contributions	293,941	335,308	(41,367)	-12.34%	313,000	19,059	180,940	148,675	163,933
Total Revenues	3,666,530	4,045,333	(378,803)	-9.36%	8,198,358	4,531,828	2,816,245	2,645,320	2,447,204
Operating Expenses									
Overhead Allocation Transfer	26,619	20,000	6,619	33.10%	40,000	13,381	26,298	16,517	16,075
MAARS	31,031	35,941	(4,910)	-13.66%	78,202	47,171	40,112	30,856	30,911
Chondola	162,863	127,191	35,672	28.05%	314,774	151,911	83,280	119,366	105,213
Operations	1,344,985	1,443,620	(98,635)	-6.83%	3,080,589	1,735,604	1,302,491	1,148,428	1,092,882
Maintenance	990,663	982,089	8,574	0.87%	2,048,881	1,058,218	856,406	816,126	724,807
FGOA	324,121	351,184	(27,063)	-7.71%	552,912	228,791	326,718	321,059	269,379
Major Repairs and Replacements	80,792	115,308	(34,516)	-29.93%	208,000	127,208	57,395	110,062	145,684
Slope Stabilization	471,742	750,000	(278,258)	-37.10%	750,000	278,258	-	-	-
Contingency	20,565	-	20,565	NA	120,000	99,435	-	44,293	-
Total Operating Expenses	3,453,381	3,825,333	(371,952)	-9.72%	7,193,358	3,739,977	2,692,700	2,606,707	2,384,951
Surplus / Deficit	213,149	220,000	(6,851)	-3.11%	1,005,000	791,851	123,545	38,613	62,253
Capital									
Capital Outlay	213,149	220,000	(6,851)	-3.11%	255,000	41,851	123,545	38,613	62,253
Surplus / Deficit	$ -	$ -	$ -	NA	$ 750,000	$ 750,000	$ -	$ -	$ -

The gondola fund expenditures are 9.36% under budget. MAARS is under budget in personnel expenses. Chondola is over budget in personnel costs and the timing of a teminal rebuild. Gondola ops is under budget in personnel costs related to group insurance and workers compensation insurance. Gondola Maintenance is over budget in personnel costs offset by savings in the parts budget. FGOA is under budget in natural gas and the timing of lightning detection servicing. There have been MR&R expenditures for cabin refurbs, grip replacements, window buffing, lightening array repairs and station upgrades.

Town of Mountain Village Monthly Revenue and Expenditure Report
June

	2025						2024	2023	2022
	Actual YTD	Budget YTD	Budget Variance ($)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Child Development Fund									
Revenues									
Infant Care Fees	95,633	104,102	(8,469)	-8.13%	$ 217,667	$ 122,034	$ 57,100	$ 31,844	$ 26,416
Toddler Care Fees	67,836	95,754	(27,918)	-29.16%	200,213	132,377	73,042	55,673	50,450
Preschool Fees	93,578	119,676	(26,098)	-21.81%	250,231	156,653	105,954	60,418	69,386
Fundraising Revenues - Infant	-	-	-	NA	3,500	3,500	695	20	-
Fundraising Revenues - Preschool	-	-	-	NA	3,500	3,500	454	20	-
Fundraising Revenues - Toddler	-	-	-	NA	3,500	3,500	450	20	-
Grant Revenues - Infant	28,000	26,601	1,399	5.26%	32,000	4,000	26,640	41,200	15,000
Grant Revenues - Preschool	25,500	25,603	(103)	-0.40%	36,000	10,500	25,768	45,100	20,600
Grant Revenues - Toddler	28,000	27,600	400	1.45%	39,000	11,000	27,592	48,700	35,600
Intergovernmental Funding	-	-	-	NA	15,000	15,000	-	-	-
Total Revenues	338,547	399,335	(60,788)	-15.22%	800,611	462,064	317,695	282,995	217,452
Operating Expenses									
Toddler Care Other Expense	36,887	24,916	11,971	48.04%	65,674	28,787	28,230	32,272	21,637
Toddler Care Personnel Expense	162,064	147,496	14,569	9.88%	294,991	132,927	100,743	91,042	97,477
Infant Care Other Expense	17,469	19,597	(2,128)	-10.86%	37,442	19,973	23,707	14,618	9,018
Infant Care Personnel Expense	159,718	231,963	(72,245)	-31.15%	463,926	304,208	102,409	85,238	53,804
Preschool Other Expense	27,065	23,009	4,056	17.63%	50,470	23,405	28,449	19,607	23,597
Preschool Personnel Expense	106,063	131,902	(25,839)	-19.59%	263,804	157,741	94,856	94,724	78,335
Total Operating Expenses	509,266	578,883	(69,617)	-12.03%	1,176,307	667,041	378,394	337,501	283,868
Surplus / Deficit	(170,719)	(179,547)	8,828	-4.92%	(375,696)	(204,977)	(60,699)	(54,506)	(66,416)
Capital									
Capital Outlay	-	-	-	NA	135,000	135,000	10,610	11,924	160,369
Total Capital	-	-	-	NA	135,000	135,000	10,610	11,924	160,369
Surplus / Deficit	(170,719)	(179,547)	8,828	-4.92%	(510,696)		(71,309)	(66,430)	(226,785)
Other Sources and Uses									
Grants/Contributions	1,000	-	-	NA	-	(1,000)	7,023	72,824	160,186
Transfer (To) From General Fund	169,719	179,547	9,828	5.47%	510,696	340,977	64,286	-	66,599
Total Other Sources and Uses	170,719	179,547	9,828	5.47%	510,696	339,977	71,309	72,824	226,785
Surplus / Deficit	$ -	$ -	$ -	NA	$ -		$ -	$ 6,394	$ -

Child Development revenues are under budget by $60,788 due in part to the timing of implementing the expanded programs and difficulties filling partial week spots. Operating grant revenues from Bright Futures were recieved in the second quarter. Operating expenses are $69,617 under budget offsetting the revenue deficit. These operating expense savings are related to personnel costs in the infant and preschool programs. The program has required $169,719 in funding from the General Fund in 2025.

Town of Mountain Village Monthly Revenue and Expenditure Report
June

	2025						2024	2023	2022
	Actual YTD	Budget YTD	Budget Variance ($)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Water & Sewer Fund									
Revenues									
Mountain Village Water and Sewer	$ 2,104,553	$ 2,169,553	$ (65,000)	-3.00%	$ 4,400,994	$ 2,296,441	$1,959,581	$1,801,190	$1,718,985
Other Revenues	3,230	4,050	(820)	-20.25%	8,100	4,870	3,345	10,707	4,630
Ski Ranches Water	210,724	216,688	(5,964)	-2.75%	433,376	222,652	209,795	186,069	176,176
Skyfield Water	17,276	22,197	(4,921)	-22.17%	44,394	27,118	18,100	18,029	13,369
Total Revenues	2,335,783	2,412,488	(76,705)	-3.18%	4,886,864	2,551,081	2,190,821	2,015,995	1,913,160
Operating Expenses									
Mountain Village Sewer	498,706	597,955	(99,249)	-16.60%	1,195,910	697,204	326,458	253,976	344,654
Mountain Village Water	586,746	643,299	(56,553)	-8.79%	1,269,999	683,253	545,734	568,699	496,998
Ski Ranches Water	5,167	24,400	(19,233)	-78.82%	48,800	43,633	14,164	7,491	27,823
Contingency	-	-	-	NA	35,000	35,000	-	-	-
Total Operating Expenses	1,090,619	1,265,654	(175,035)	-13.83%	2,549,709	1,459,090	886,356	830,166	869,475
Surplus / Deficit	1,245,164	1,146,834	98,330	8.57%	2,337,155	1,091,991	1,304,465	1,185,829	1,043,685
Capital									
Capital Outlay	746,266	2,914,297	(2,168,031)	-74.39%	7,061,594	6,315,328	429,955	184,111	129,572
Surplus / Deficit	498,898	(1,767,463)	2,266,361	-128.23%	(4,724,439)	(5,223,337)	874,510	1,001,718	914,113
Other Sources and Uses									
Grants	-	-	-	NA	-	-	-	3,170	-
Mountain Village Tap Fees	191,663	1,220,150	(1,028,487)	-84.29%	2,440,301	2,248,638	256,682	358,524	45,500
Overhead Allocation Transfer	(217,971)	(217,971)	-	0.00%	(217,971)	-	(217,971)	(217,971)	(124,519)
Sale of Assets	-	-	-	NA	-	-	10,825	2,040	5,150
Ski Ranches Tap Fees	-	-	-	NA	5,000	5,000	-	-	-
Skyfield Tap Fees	-	-	-	NA	2,000	2,000	-	-	-
Insurance Proceeds	-	-	-	NA	-	-	-	6,706	-
Transfer (To) From General Fund	-	-	-	NA	-	-	-	-	-
Total Other Sources and Uses	(26,308)	1,002,179	(1,028,487)	-102.63%	2,229,330	2,255,638	49,536	152,469	(73,869)
Surplus / Deficit	$ 472,590	$ (765,284)	$ 1,237,874	-161.75%	$ (2,495,109)	$ (2,967,699)	$ 924,046	$ 1,154,187	$ 840,244

Mountain Village water revenues are under budget in excess water charges and snowmaking fees, offset by an increase in irrigation charges. Ski Ranch & Skyfield revenues are under budget in excess water charges and construction water charges. Sewer expenses are under budget in legal fees, consulting fees and shared waste water treatment expenses. Mountain Village water expenses are under budget in natural gas, gasoline and personnel costs while over budget in repairs & maintenance and consulting expenses. Ski Ranch operations are under budget in personnel costs, legal fees, repairs & maintenance and gasoline expense. Capital costs are for Scada, land acquisition costs, infiltration remediation, regional sewer capital, the San Miguel pump and meter purchases.

Town of Mountain Village Monthly Revenue and Expenditure Report
June

	2025						2024	2023	2022
	Actual YTD	Budget YTD	Budget Variance ($)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Telluride Conference Center Fund									
Revenues									
Beverage Revenues	84,715	48,000	$ 36,715	76.49%	$ 80,000	$ (4,715)	$ 20,162	$ -	$ -
Facility Rental	117,050	144,000	(26,950)	-18.72%	240,000	122,950	44,073	-	-
Catering Revenues	80,660	108,000	(27,340)	-25.31%	180,000	99,340	30,188	-	-
Operating/Other Revenues	67,726	-	67,726	NA	-	(67,726)	3,195	14,551	-
Miscellaneous Revenues	271	-	271	NA	-	(271)	-	-	-
Total Revenues	350,422	300,000	50,151	16.72%	500,000	149,578	97,618	14,551	-
Operating Expenses									
Food/Beverage Operations	6,353	-	6,353	NA	-	(6,353)	2,837	-	-
General Operations	425,325	379,307	46,018	12.13%	632,179	206,854	100,159	-	-
Administration	134,996	150,000	(15,004)	-10.00%	300,000	165,004	107,713	77,061	73,583
Marketing	3,053	82,500	(79,447)	-96.30%	165,000	161,947	-	25,000	50,000
Contingency	-	-	-	NA	-	-	-	-	-
Total Operating Expenses	569,727	611,807	(42,080)	-6.88%	1,097,179	527,452	210,709	102,061	123,583
Surplus / Deficit	(219,305)	(311,807)	92,231	-29.58%	(597,179)	(377,874)	(113,091)	(87,510)	(123,583)
Capital Outlay/ Major R&R	140,705	387,035	(246,330)	-63.65%	1,350,000	1,209,295	50,798	4,453	260
Surplus / Deficit	(360,010)	(698,842)	338,561	-48.45%	(1,947,179)	(1,587,169)	(163,889)	(91,963)	(123,843)
Other Sources and Uses									
Damage Receipts	-	-	-	NA	-	-	-	-	-
Insurance Proceeds	-	-	-	NA	-	-	-	-	-
Sale of Assets	-	-	-	NA	-	-		-	-
Transfer (To) From General Fund	360,010	698,842	(338,832)	-48.48%	1,647,179	1,287,169	163,889	91,963	123,843
Transfer From Tourism	-	-	-	NA	300,000	300,000	-	-	-
Total Other Sources and Uses	360,010	698,842	(338,832)	-48.48%	1,947,179	1,587,169	163,889	91,963	123,843
Surplus / Deficit	$ -	$ -	$ (271)	NA	$ -	$ -	$ -	$ -	$ -

Revenues, shown net of related Cost of Goods sold, through the second quarter are 70% of the annual budget. Budget spreads are generally allotted based on prior year activity, but TCC did not begin operations under the Town until May of last year. It was assumed 60% of budgeted revenues and related expenses would be incurred through the second quarter. Expenses for the year are HOA dues, contracted services, utilities, supplies, janitorial expense, repairs/maintenance, and consulting. Capital expenses are below budget due to production delays for the new HVAC system.

Town of Mountain Village Monthly Revenue and Expenditure Report
June

	2025						2024	2023	2022
Affordable Housing Development Fund	**Actual YTD**	**Budget YTD**	**Budget Variance ($)**	**Budget Variance (%)**	**Annual Budget**	**Budget Balance**	**Actual YTD**	**Actual YTD**	**Actual YTD**
Revenues									
Housing Application Fees	$ 1,600	$ 710	$ 890	125.35%	$ 2,900	$ 1,300	$ 1,850	$ 2,000	$ 2,520
Contributions	-	-	-	NA	2,500,000	2,500,000	-	-	-
Housing Mitigation Fees	213,729	862,483	(648,754)	-75.22%	1,400,000	1,186,271	120,240	-	-
Interest Income	7,908	-	7,908	NA	-	(7,908)	250	-	-
Rental Income	46,073	64,431	(18,358)	-28.49%	113,736	67,663	24,063	22,100	27,580
Sale Proceeds	256,350	163,733	92,617	56.57%	800,000	543,650	450,000	-	-
Total Revenues	525,660	1,091,357	(565,697)	-51.83%	4,816,636	4,290,976	596,403	24,100	30,100
Expenses									
Leased Properties	-	-	-	NA	-	-	-	-	3,780
Operating Expenses	140,369	147,733	(7,364)	-4.98%	345,816	205,447	111,941	44,843	-
Norwood Property	118	-	118	NA	-	(118)	-	45	16,012
Meadowlark	(1,011)	-	(1,011)	NA	-	1,011	3,027	1,924,846	2,240
Ilium Property expenses	48,611	36,756	11,855	32.25%	1,040,000	991,389	2,779	29,457	-
Town Owned Properties	22,779	4,352	18,427	423.40%	12,786	(9,993)	6,700	96,251	9,433
Future Housing/Density Bank	(7,932)	-	(7,932)	NA	-	7,932	-	38,061	40,096
RHA Funding	1,065	-	1,065	NA	-	(1,065)	-	-	-
YES Funding	-	200,000	(200,000)	-100.00%	200,000	200,000	-	-	-
Purchase/Resale Units	-	-	-	NA	-	-	-	591	8,860
Total Expenses	203,999	388,841	(184,842)	-47.54%	1,598,602	1,394,603	124,447	2,134,094	80,421
Surplus / Deficit	321,661	702,516	(380,855)	-54.21%	3,218,034	2,896,373	471,956	(2,109,994)	(50,321)
Capital Outlay/ Major R&R	9,461	-	-	NA	-	(9,461)	-	-	-
Surplus / Deficit	312,200	702,516	(380,855)	-54.21%	3,218,034	2,905,834	471,956	(2,109,994)	(50,321)
Debt Service									
Principal Payments	-	-	-	NA	205,000	205,000	-	-	-
Interest payments	187,550	187,550	-	0.00%	381,600	194,050	218,167	-	-
Admin Fees	-	750	(750)	-100.00%	-	-	-	-	-
Total Debt Service	187,550	188,300	(750)	-0.40%	586,600	399,050	218,167	-	-
Surplus / Deficit	124,650	514,216	(380,105)	-73.92%	2,631,434	2,506,784	253,789	(2,109,994)	(50,321)
Other Sources and Uses									
Transfer (To) From MAP	-	-	-	NA	(63,500)	(63,500)	-	-	-
Lease Financing Proceeds	-	-	-	NA	-	-	250	-	-
Gain or Loss on Sale of Assets	-	-	-	NA	-	-	-	-	-
Transfer (To) From General Fund - Sales Tax	536,402	538,258	(1,856)	-0.34%	979,596	443,194	678,487	487,475	552,459
Transfer (To) From VCA	-	-	-	NA	(613,807)	(613,807)	-	-	-
Transfer (To) From General Fund (Other)	-	-	-	NA	(1,918,631)	(1,918,631)	-	-	-
Total Other Sources and Uses	536,402	538,258	(1,856)	-0.34%	(1,616,342)	(2,152,744)	678,737	487,475	552,459
Surplus / Deficit	$ 661,053	$ 1,052,474	$ (378,249)	-35.94%	$ 1,015,092	$ 354,039	$ 932,526	$ (1,622,519)	$ 502,138

Housing mitigation fees are under budget due to the timing of permits. Rental revenues are under budget to the timing of renting the new units and a vacant rental property. Operating expenses are over budget in legal cost. Town owned properties are over budget due to maintenance costs and HOA dues for new rental units. Capital costs are related to FF&E for new rental units.

Town of Mountain Village Monthly Revenue and Expenditure Report

June

	2025						2024	2023	2022
Village Court Apartments	**Actual YTD**	**Budget YTD**	**Budget Var ($)**	**Budget Var (%)**	**Annual Budget**	**Budget Balance**	**Actual**	**Actual**	**Actual**
Operating Revenues									
Rental Income	$ 1,765,447	$ 1,838,833	$ (73,386)	-3.99%	$ 3,677,661	$ 1,912,214	$ 1,238,132	$ 1,162,857	$ 1,133,865
Other Operating Income	67,509	65,054	2,455	3.77%	135,615	68,106	64,754	56,551	46,105
Total Operating Revenue	**1,832,956**	**1,903,887**	**(70,931)**	**-3.73%**	**3,813,276**	**1,980,320**	**1,302,886**	**1,219,408**	**1,179,970**
Operating Expenses									
Office Operations	78,107	124,254	(46,147)	-37.14%	240,506	162,399	79,298	102,005	92,590
General and Administrative	164,167	212,264	(48,097)	-22.66%	230,522	66,355	163,444	145,985	122,224
Utilities	224,595	202,573	22,022	10.87%	390,290	165,695	172,154	195,793	169,819
Repair and Maintenance	297,159	397,930	(100,771)	-25.32%	828,282	531,123	266,526	244,613	257,721
Major Repairs and Replacement	59,399	62,400	(3,001)	-4.81%	167,800	108,401	69,375	48,562	37,982
Contingency	-	-	-	NA	14,500	14,500	-	-	-
Total Operating Expenses	**823,427**	**999,421**	**(175,994)**	**-17.61%**	**1,871,900**	**1,048,473**	**750,797**	**736,958**	**680,336**
Surplus / (Deficit) After Operations	**1,009,529**	**904,466**	**105,063**	**12%**	**1,941,376**	**931,847**	**552,089**	**482,450**	**499,634**
Non-Operating (Income) / Expense									
Debt Service, Interest	129,250	168,100	(38,850)	-23.11%	336,198	206,948	113,304	137,123	140,765
Debt Service, Fees	350	-	350	NA	-	(350)	-	-	-
Debt Service, Principal	-	-	-	NA	452,079	452,079	-	-	-
Total Non-Operating (Income) / Expense	**129,600**	**168,100**	**38,500**	**22.90%**	**788,277**	**658,677**	**113,304**	**137,123**	**140,765**
Surplus / (Deficit) Before Capital	**879,929**	**736,366**	**273,170**	**37.10%**	**1,153,099**	**273,170**	**438,785**	**345,327**	**358,869**
Capital Spending	166,538	275,000	108,462	39.44%	498,500	331,962	4,920,784	3,801,875	61,898
Surplus / (Deficit)	**713,391**	**461,366**	**252,025**	**54.63%**	**654,599**	**(58,792)**	**(4,481,999)**	**(3,456,548)**	**296,971**
Other Sources / (Uses)									
Transfer (To)/From General Fund	(191,198)	(191,198)	-	0.00%	(191,198)	-	(191,198)	(191,198)	(106,804)
Town Contribution	-	-	-	NA	-	-	-	-	-
Sale of Assets	-	-	-	NA	-	-	-	-	-
Transfer to GF - Debt Service	-	-	-	NA	(1,077,208)	(1,077,208)	-	-	-
Grant Revenues	-	-	-	NA	-	-	-	-	-
Transfer From AHDF	-	-	-	NA	613,807	613,807	-	-	-
Total Other Sources / (Uses)	**(191,198)**	**(191,198)**	**-**	**0.00%**	**(654,599)**	**(463,401)**	**(191,198)**	**(191,198)**	**(106,804)**
Surplus / (Deficit)	**522,193**	**270,168**	**252,025**	**93.28%**	**-**	**(522,193)**	**(4,673,197)**	**(3,647,746)**	**190,167**

Rent revenues are 3.99% under budget due to the timing of rent increases as leases renew and vacancies trending slightly higher than budgeted through June.. Rent revenues exceed 2024 revenues by 42.59% due to the 2025 rent increase and building 15 and 16 rents for the full year. Other revenues are over budget 3.77% due mainly to interest income. Office operations are under budget 37.4% primarily due to vacancy personnel costs and the timing of software support fees. General and administrative is under budget by 22.66% as a result of TMVOA association dues not paid in accordance with the settlement agreement and property insurance coming in under budget. Utilities are over budget by 10.87% primarily due to excess water charges and the timing of reciept of electrical submetering reimbursements. Maintenance is under budget 25.32% due to personnel costs and the timing of janitorial expense invoices. MR&R expenses include carpet replacement, painting/staining, and appliances. Capital expenses include laundry equipment replacement and paving. The paving project was completed $125,000 under budget.

Town of Mountain Village Monthly Revenue and Expenditure Report
June

	2025						2024	2023	2022
	Actual YTD	Budget YTD	Budget Variance ($)	Budget Variance (%)	Annual Budget	Budget Balance	Actual YTD	Actual YTD	Actual YTD
Debt Service Fund									
Revenues									
Abatements	$ -	$ -	$ -	NA	$ -	$ -	$ -	$ -	$ -
Contributions	27,100	29,151	(2,051)	-7.04%	199,200	172,100	30,000	32,700	35,400
Miscellaneous Revenue	-	-	-	NA	-	-	-	-	-
Property Taxes	460,577	455,981	4,596	1.01%	487,092	26,515	457,681	394,092	443,662
Reserve/Capital/Liquidity Interest	2,254	968	1,286	132.90%	2,000	(254)	2,621	2,195	271
Specific Ownership Taxes	7,925	12,434	(4,509)	-36.26%	25,000	17,075	8,248	8,788	10,193
Total Revenues	497,856	498,534	(678)	-0.14%	713,292	215,436	498,550	437,775	489,526
Debt Service									
2001/2011 Bonds - Gondola - Paid by contributions from TMVOA and TSG									
2001/2011 Bond Issue - Interest	27,100	27,100	(27,100)	-100.00%	54,200	54,200	30,000	32,700	35,400
2001/2011 Bond Issue - Principal	-	-	-	NA	145,000	145,000	-	-	-
2006/2014/2020 Bonds - Heritage Parking		-							
2020 Bond Issue - Interest	37,160	37,160	-	0.00%	74,320	37,160	-	-	-
2020 Bond Issue - Principal	-	-	-	NA	390,000	390,000	-	-	-
Total Debt Service	64,260	64,260	(27,100)	-42.17%	663,520	626,360	30,000	32,700	35,400
Surplus / (Deficit)	433,596	434,274	(678)	-0.16%	49,772	(410,924)	468,550	405,075	454,126
Operating Expenses									
Administrative Fees	-	1,123	(1,123)	-100.00%	8,048	8,048	-	4,733	681
County Treasurer Collection Fees	13,824	13,803	21	0.15%	14,799	975	13,737	11,759	13,246
Total Operating Expenses	13,824	14,926	(1,102)	-7.38%	22,847	9,023	13,737	16,492	13,927
Surplus / (Deficit)	419,772	419,348	424	0.10%	26,925	(419,947)	454,813	388,583	440,199
Other Sources and Uses									
Transfer (To) From General Fund	(7,925)	(12,434)	4,509	-36.26%	(25,000)	(17,075)	(8,248)	(8,788)	(10,193)
Transfer (To) From Other Funds	-	-	-	NA	-	-	-	-	-
Payment to Refunding Bonds Escrow	-	-	-	NA	-	-	-	-	-
Proceeds From Bond Issuance	-	-	-	NA	-	-	-	-	-
Total Other Sources and Uses	(7,925)	(12,434)	4,509	-36.26%	(25,000)	(17,075)	(8,248)	(8,788)	(10,193)
Surplus / (Deficit)	$ 411,848	$ 406,915	$ 4,933		$ 1,925	$ (437,023)	$ 446,565	$ 379,795	$ 430,006
Beginning Fund Balance	$ 310,480	$ 337,226	$ (26,746)						
Ending Fund Balance	$ 722,328	$ 744,141	$ (21,813)						

Town of Mountain Village
2026 BUDGET PROCESS
Schedule of Activities

Time Period	Activity
July 17, 2025	**Town Council** considers and ratifies the process to adoption
July 14-31, 2025	**Department heads and Managers to identify/or revise and develop:** 1) Department Program Narratives 2) Department Goals 3) Performance Measures 4) 2025 Revised year end budget amounts 5) Revenue/Expenditure Expectations for 2026 6) Capital Outlay requests
August 4-8, 2025	**Department Directors meet with Finance**
August 11, 2025	**Budget and Finance Team meeting** to establish preliminary revenue and spending level targets.
August 29, 2025	**Present draft to Budget and Finance Committee**
September 1-5, 2025	Departments revise proposed budget figures with finance.
September 18, 2025	**Town Council Meeting** Overview of first amended draft
October 9, 2025 8:30 am	**Special Council Meeting** Review of second draft and meet with all departments: • Public Works, including Roads and Bridges, Vehicle Maintenance, Water and Sewer, Facility Maintenance, Vehicles and Equipment Acquisitions, Plaza & Trash Services • Public Safety including Police, Community Services and Municipal Court • Transportation and Parking, including Municipal Bus Service, Parking Services, Employee Shuttle and Gondola/Chondola • Parks and Recreation • Broadband Services • Administration including, Town Council, Town Manager, Administrative Services, Human Resources, Marketing and Business Development, Finance, Legal • Community Grants, Information Technology • Capital Projects

	• Child Care and Development • Planning and Development Services including Building, Planning, Affordable Housing Development, Village Court Apartments, San Miguel Regional Housing Authority • Town Council convening as the Mountain Village Metropolitan District for The Debt Service Fund • Telluride Conference Center • Tourism and Historical Museum Funds
October 10 – October 31, 2025	Finance works with departments to make requested changes and prepare proposed 2026 Budget.
November 20, 2025	**Council meets for First Reading and Consideration of the 2026 Proposed Budget and for the 2026 fines and fees changes resolution**
November 21– 28, 2025	Finance works with departments to make requested changes and prepares final 2026 Budget.
December 11, 2025	**Second Reading, Public Hearing and Adoption of 2026 Budget.**
December 15, 2025	**Certify Mill Levies with San Miguel County**
December 31, 2025	**Upload budgets to the Town website**
December 31, 2025	**Upload budgets to the Division of Local Governments**
December 12,2025 – Jan 31, 2026	**Create, publish, and upload 2026 Budget Book**

Agenda Item 12

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

TO: Mountain Village Town Council

FROM: Scott Pittenger, Public Works Director; Lizbeth Lemley, Finance Director

DATE: July 11, 2025

RE: **Upper See Forever Boiler Replacement**

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

Background

The Town of Mountain Village owns and maintains boilers at the See Forever Complex for snowmelt of the driveway into the parking garages and walkways within the complex. The "Upper See Forever" boilers provide approximately 3,862,000 BTUs to snowmelt 18,147 square feet of driveway and walkways serving the condominiums on the north end of the complex. Maintenance and utility costs are billed back according to maintenance agreements in place. The HOA will be responsible for 53.4% of the boiler replacement costs.

These boilers are no longer operable after being red-tagged after carbon monoxide alarms were triggered and cannot be reasonably repaired. The existing boilers were installed around 2001, have an 81% efficiency rating and have reached the end of their useful life. An RFQ was issued in May to replace the existing boilers and associated parts and ducting. The Town did not receive any responses to the issued RFQ. Due to the urgency of the situation, Town staff contacted the company that replaced the Lower See Forever boilers earlier this year. The company agreed to replace the boilers under a time and materials agreement. The cost to replace these boilers is estimated to be between $350,000 and $450,000. The replacement boilers will be condensing boilers with a 97% efficiency rating. These boilers were not budgeted for replacement in 2025. A supplemental budget appropriation will be necessary to move forward with this replacement and has been included in the packet for review.

Motions

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

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

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

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

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

Resolution No. 2025-____-__

Recitals:

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

WHEREAS, The Town of Mountain Village Town Council adopted the 2025 annual budget on December 12, 2024, in accordance with Colorado law, and the Town Council made provision therein for revenues equal to or greater than the total proposed expenditures; and

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

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

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

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

Section 2. Appropriation. The following sums are hereby supplementally appropriated to the following fund for the stated purpose:

Conrtributions (See Forever HOA)	$241,200
General Fund - Boiler Replacement	($450,000)

Section 3. Severability. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, it being the Ton Council's intention that the various provisions hereof are severable.

Section 4. Effective Date. This Resolution shall be in full force and effect upon its passage and adoption.

ADOPTED this ____ day of July 2025.

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

By: _____
Martinique Prohaska, Mayor

ATTEST:

_____

Susan Johnston, Town Clerk

APPROVED AS TO FORM:

By: _____
David McConaughy, Town Attorney

Agenda Item 13

TO: Mountain Village Town Council
FROM: Chris Broady, Chief of Police
DATE: July 2, 2025
RE: Consideration to Impose an Open Fire Restriction

Summary
On July 3rd, at 12:01 a.m., San Miguel County will implement Stage 1 fire restrictions. Conditions in the Mountain Village area are not better, with the winds and lack of moisture. While we are forecast to enter a monsoonal rain pattern this week, the National Weather Service in Grand Junction advises that the moisture will not be sufficient to reverse the dry trend. To maintain a consistent message across all jurisdictions, I have chosen, under Mountain Village Municipal Code (MVMC) 8.24.020 Emergency Fire Ban, to also impose an emergency open fire restriction within the incorporated limits of the Town.

Background
While open burning is always prohibited in Mountain Village (MVMC 17.6.9), these restrictions include limiting smoking to inside an enclosed vehicle or building or on a hardscaped surface. Additionally, the possession of a fire extinguisher is required when working with internal or external combustion engines that lack a spark arrestor. The restriction also prohibits the use of fireworks, again, to be clear, fireworks that leave the ground or explode are illegal in Colorado without a commercial permit. This restriction prohibits ANY fireworks in Mountain Village.

Discussion
The ordinance allows for a time period not to exceed thirty (30) days for an emergency restriction, but a restriction for longer than 30 days requires Council consideration and approval. As mentioned we are forecast to enter a monsoonal rain pattern this week, but the National Weather Service in Grand Junction advises that the moisture will not be sufficient to reverse the dry trend.

Staff Recommendation
Based on the information from our fire experts, I would recommend continuing the fire restrictions in concert with the US Forest Service and BLM, San Miguel County, and Telluride Fire Protection District. While the ordinance doesn't address removing fire restrictions, in the past, the Town of Mountain Village has followed the lead of the Fire District and the Sheriff's Office to rescind the restrictions.

Proposed Motion
I move to extend the Emergency Fire Ban until conditions improve, upon the determination that the criteria developed by the Telluride Fire Protection District and their partners there is an existence of extreme fire conditions in the Town of Mountain Village.

Respectfully,

Chris Broady

RESOLUTION IMPLEMENTING STAGE 1 FIRE RESTRICTIONS WITHIN THE TOWN OF MOUNTAIN VILLAGE

Resolution 2025 - _____

WHEREAS, the Town Council (Council) of the Town of Mountain Village (Town) is authorized pursuant to Mountain Village Municipal Code 8.24 to impose a ban on open fires (Stage 1 restrictions) within the incorporated Town limits, upon the request of the Town of Mountain Village Chief of Police (Chief) should the Council find and determine, based upon competent evidence received at a duly noticed regular or special meeting of the Council in that the criteria developed by the Colorado State Forest Service regarding the existence of extreme fire conditions within the Town: and

WHEREAS, Chris Broady, Chief of Police of the Town, is, by memorandum to the Council, dated July 2, 2025, requesting that the Council impose an emergency fire restriction on open fires pursuant to the authority delegated to him by Mountain Village Municipal Code 8.24, which request is based upon the recommendation of the Colorado State Forest Service that current conditions within the Town satisfy the criteria developed by the Colorado State Forest Service regarding the existence of extreme fire conditions and that such a restriction on open fires within the Town is appropriate until such extreme fire conditions no longer exist; and

WHEREAS, the Council, at a duly noticed public meeting on July 17, 2025, and upon the request of the Chief, considered the extension of the fire ban beyond the 30-day emergency period imposed by the Chief; and

WHEREAS, the Council does hereby find and determine that there is competent evidence in the record to support the extension and imposition of a restriction on open fires within the Town in accordance with the requirements of Mountain Village Municipal Code 8.24 as there is competent evidence in the record that the criteria developed by the Colorado State Forest Service regarding the existence of extreme fire conditions within the Town have been satisfied.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Pursuant to Mountain Village Municipal Code 8.24, a restriction on open fires is hereby imposed within the Town, effective immediately. This restriction shall remain in effect for an indefinite period of time and shall be terminated by action of the Chief lifting such restrictions.

2. This restriction on open fires shall apply to all open fires within the Town as specifically detailed in 8.24.040: Applicability, of Mountain Village Municipal Code 8.24.

3. Persons violating the provisions of this Resolution are subject to criminal prosecution in accordance with the provisions of Mountain Village Municipal Code 8.24.060 and applicable Colorado law.

4. Notice of this ban and restriction upon open fires within the Town shall be publicized to the news media and the public. The assistance of the Telluride Fire Protection District is hereby requested in the enforcement of this resolution.

ADOPTED THIS 17th DAY OF JULY,2025 AT A REGULAR MEETING OF THE TOWN OF MOUNTAIN VILLAGE TOWN COUNCIL.

TOWN OF MOUNTAIN VILLAGE

ATTEST:

_____
Martinique Prohaska, Mayor

_____
Susan Johnston, Town Clerk

APPROVED AS TO FORM:

_____
David H. McConaughy, Town Attorney

Agenda Item 14

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

TO: Mountain Village Town Council, Acting as the Mountain Village Housing Authority

FROM: Drew Nelson, AICP, Housing Director

DATE: July 17, 2025

RE: Pre-Development Agreement with Triumph West for Development of Ilium

Executive Summary: In 2024, the Town/Housing Authority issued an Request for Qualifications (RFQ) to find qualified experts to assist in the design of workforce and affordable housing on the Town's property in Ilium. The Town Council is being asked to consider a Pre-Development Agreement, which would authorize Triumph West, LLC to pursue approvals through San Miguel County and other parties to develop deed restricted housing in Ilium.

BACKGROUND:
At the December 12, 2024, Town Council meeting, the Council (acting in its capacity as the Mountain Village Housing Authority) received a report from Town staff analyzing the RFQ responses that the Town had received for potential development of the Town's Ilium parcel. At that time, the Town Council determined that timing was not right to select a development firm without receiving additional information. In the intervening six months, the Infrastructure Committee and Town staff have been working through some logistic issues (such as wastewater treatment) that would allow us to be able to provide clarity around potential hurdles, costs, and pitfalls of moving forward with development.

The Infrastructure Committee has indicated support for moving forward with a Pre-Development Agreement with Triumph West that would further the Town's understanding of the potential of the Ilium property. Should the Town Council choose to approve this Agreement with Triumph West, the development team would begin work on designs and plans to allow the Town to proceed with entitlement actions through San Miguel County. Town staff is requesting that the Town Council, acting as the Mountain Village Housing Authority, consider approval of a Pre-Development Agreement.

ANALYSIS:
A Pre-Development Agreement is attached to this memo as Exhibit A. The Agreement would authorize Triumph West to provide pre-development services to the Town/Authority and enable an eventual developer or public/private partnership (following a separate selection process) to construct units on the Ilium property. The Pre-Development Agreement identifies certain deliverable products that will be provided to the Town at the end of the pre-development process, including budgets and engineering/construction documents. Basic terms for any future full Development Agreement are also included in the attached Exhibit A, which would only be utilized following a separate selection process to be approved by the Town Council/Housing Authority.

FINANCIAL CONSIDERATION:
The proposed budget within the Pre-Development Agreement is $30,000 per month, not to exceed $450,000 without prior approval from the Town/Authority. The Town/Authority budgeted $1,000,000 in the 2025 Annual Budget for services related to development of the Ilium property.

RECOMMENDATION:
Town staff recommends approval of a Pre-Development Agreement with Triumph West, LLC for pre-development services related to the Town's Ilium parcel.

Proposed Motion:
"I move to approve the Pre-Development Agreement between the Mountain Village Housing Authority and Triumph West, LLC for pre-development services related to the development of deed restricted housing on the Ilium property in substantially the form set forth in Exhibit A to the staff report dated July 17, 2025".

EXHIBIT A

PRE-DEVELOPMENT AGREEMENT

THIS PRE-DEVELOPMENT AGREEMENT (the "Agreement") is made this ___ day of _____, 2025 (the "Effective Date"), by and between the Mountain Village Housing Authority, a Colorado housing authority created by C.R.S. 29-4-201, *et seq.,* with an address of 455 Mountain Village Blvd. - Suite A, Mountain Village, Colorado 81485 (the "Authority"), and Triumph Development West, LLC, a Delaware limited liability company with an address of 105 Edwards Village Blvd. - #C201, Edwards, Colorado, 81632 ("Developer") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Authority is the owner of certain real property more particularly described as the Ilium Property (the "Property");

WHEREAS, the Authority wishes to develop the Property for deed-restricted housing for employees in a project that is sponsored by the Authority (the "Project");

WHEREAS, Developer is willing to lead the development of the Property for deed-restricted housing on the Authority's behalf; and

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

1. Purpose. The purpose of this Agreement is to set forth the services to be provided by Developer prior to execution of a development agreement for the Project.

2. Scope of Services. During the term of this Agreement, Developer shall perform the following services in two separate phases of pre-development work, the Due Diligence Phase and the Project Design and Entitlement Phase:

Due Diligence Phase Services – 90 days:

Developer shall conduct all due diligence necessary to determine whether the Property is suitable for the Project. This includes but is not limited to:

a. Meet with the Authority to determine the Project's development objectives.

b. Understand existing conditions and development constraints.

   1. Review survey, geotechnical studies, wetlands and floodplain.

   2. Conceptual understanding of the required interim and final traffic improvements and the likely construction schedule to determine any impacts on construction phasing.

   3. Understand interim water and sewer capacity as well as the overall plan and schedule for long-term water and sewer infrastructure construction to service the Project to determine any impacts on construction phasing.

4. San Miguel County zoning requirements and entitlement timeline.

c. Prepare architect and civil sketch-plan for the development.

d. Prepare development budget and financial proforma based upon the Authority's development goals (the "Predevelopment Budget").

e. Prepare development schedule and potential phasing plan.

f. Research and select project financing alternative(s) and determine any gap-funding requirements.

g. Regular meetings with the Authority's Housing Committee for updates and input on the development program. Present results of work to the Authority at the end of the Due Diligence phase for input and approval to move to the second phase of services.

Project Design and Entitlement Phase Services – Estimated Duration 12 to 15 months:

Upon successful completion of the Due Diligence Phase and at the election and option of the Authority, the Developer shall commence the Project Design and Entitlement Phase of pre-development. At this next phase, the Developer will build the entire development team, prepare a design and development application, lead the entitlement approvals, and solidify financing plan for the development of the Project.

a. Engage design and development team including architectural design, civil design, landscape design, preconstruction estimating and other required development consultants such as traffic engineers, geohazard engineers and wetlands/floodplain consultants as necessary.

b. Understand and coordinate with the Authority's ongoing infrastructure planning/construction for road improvements and neighborhood water and waste treatment plant construction. Work with the Authority to finalize interim infrastructure agreements for water and sewer service from the Ilium Property Owners Association.

c. Lead the public outreach for input on the development plan for the Project.

d. Lead the preparation of all design documents required for both entitlement and construction of the project.

e. Lead the preparation of the Development Application and entitlement of the project. Provide 100% engineering and construction drawings to the Authority for application for building permit with San Miguel County. Revise and amend drawings as needed.

f. Update Predevelopment Budget and schedule as design and entitlement requirements evolve.

g. Working with Authority staff, attorneys and bond counsel, lead the process to finalize the development financing plan which will include development loans/bonds, grant applications, and/or Metro District financing.

h. Engage with local stakeholder businesses and entities to source potential development partners to help fund the development.

i. Solicit and negotiate contracts with a general contractor and modular manufacturer for the complete construction of the Project.

h. Regular meetings with Authority Housing Committee for updates and input on the development and entitlement progress. Report progress to the Authority as required.

3. Compensation. In consideration for the completion of the above Scope of Services by Developer, the Authority shall pay Developer as follows:

a. For Due Diligence Phase Service, Triumph will engage required third-party vendors and perform all work without compensation from the Authority.

b. In consideration for the completion of the Project Design and Entitlement Phase Services by Developer, the Authority shall pay Developer a Development Fee of actual hours billed at $200.00/hour, not to exceed $30,000 per month plus actual out-of-pocket costs incurred. Developer shall provide the Authority with a monthly breakdown of hours worked and other activities to validate expenses. This Development Fee to Developer shall not exceed $450,000 in total without the prior written approval of the Authority. In addition to this fee, the Parties acknowledge that the Project Design and Entitlement Phase Scope of Services contemplated by this Agreement will require the Developer and the Authority to contract with third-party designers, engineers, consultants and contractors to perform some of the services set forth in the Scope of Services. The Developer shall finalize the Predevelopment Budget for Authority approval, and the Authority shall be responsible for these out-of-pocket development costs up to the amount of the approved Predevelopment Budget. The Authority shall make payments monthly, following receipt of invoices detailing the services performed.

c. If at the end of the Due Diligence Phase, the Authority selects another development partner for the Project, the Authority agrees to reimburse Developer for the out-of-pocket costs incurred through the Due Diligence Phase, not to exceed the approved Predevelopment Budget.

4. Development Agreement Terms. The future development of the Project shall be subject to a mutually acceptable Development Agreement ("DA") to be executed upon after completion of the Project Design and Entitlement Phase, which shall contain the following essential terms, at a minimum:

a. The construction of the Project shall be subject to the San Miguel County ("County") Land Use Code and other applicable law, provided, however, nothing herein shall be a construed as a waiver of any exemptions to the County's land use process to which the Authority may be entitled by law.

b. Unless otherwise directed by the Authority, the Project shall be subject to approval by the County through its typical land use approval process and shall include approximately 70 residential dwelling units, the location and design of which will be agreed upon by the Authority and Developer under this Agreement.

c. All residential dwelling units on the Property shall be subject to a deed restriction to be approved by Authority and the County.

d. The Authority shall grant, for the benefit of the Property, easements that are mutually determined to be necessary for the Development, including without limitation utility, drainage, and access easements.

e. Developer shall select the general contractor for the Project, with the Authority's approval, which shall not be unreasonably withheld.

f. Developer shall procure and include the Authority and the Town of Mountain Village as additional insureds on policies of insurance that (1) are sufficient to cover construction defects for the term of the applicable statute of limitations and statute of repose, (2) a builder's risk policy to cover full replacement cost in the event of a loss, (3) normal and customary professional liability insurance from the design team.

g. Developer shall maintain all books and records related to the Project for public inspection. Upon request by the Authority, Developer shall provide evidence of all costs, expenses and mark-ups related to the Project.

h. The Project's final development budget shall cover all development costs necessary for the Project.

i. The general contractor and modular manufacturer shall provide a warranty on construction for a minimum of one year which will be coordinated by the Developer.

j. Developer shall be entitled to a development fee of 4% of total development costs in connection with its development of the Property to cover all developer overhead and personnel costs. Direct out of pocket costs related

to the project such as out of town meals and travel will be included as a separate line item in the budget.

k. The Authority will continue to own the property during and after construction, allowing for sales of units to local workers at the Authority's election.

4. Term and Termination.

a. This Agreement shall commence on the Effective Date and shall continue until terminated as provided herein.

b. Either Party may terminate this Agreement upon 30 days advance written notice. In the event of Termination by the Authority after the Design and Entitlement Phase Services, the Authority shall pay Developer for all out-of-pocket costs and a pro-rata portion of the Developer fee incurred prior to the date of termination. If, however, Developer has substantially or materially breached this Agreement, the Authority shall have any remedy or right of set-off available at law and equity.

5. Professional Responsibility.

a. Developer hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

b. The work performed by Developer shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Developer hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

6. Ownership. Any materials, items, and work specified in the Project Design and Entitlement Phase Scope of Services, and any and all related documentation and materials provided or developed by Developer or its consultants shall be owned by the Developer unless these costs are reimbursed by the Authority in event of termination by the Authority.

7. Insurance.

a. Developer agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Developer pursuant to this Agreement. At a minimum, Developer shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Authority.

i. Worker's Compensation insurance as required by law.

ii. Commercial General Liability insurance with coverage at least equal to the limitations on judgment provided by the Colorado Governmental Immunity Act (§ 24-10-114, C.R.S.) at any given time, which for 2025 are currently $424,000 for one person in a single occurrence or $1,195,000 for two or more persons in a single occurrence. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Authority and the Town of Mountain Village and their respective officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

c. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Authority. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Authority, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Developer. Developer shall be solely responsible for any deductible losses under any policy.

d. Upon request, Developer shall provide to the Authority a certificate of insurance as evidence that the required policies are in full force and effect.

8. Miscellaneous.

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

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

c. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

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

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

f. TABOR. The Parties understand and acknowledge that the Authority is subject to Article X, § 20 of the Colorado Constitution ("TABOR") but may be subject to

certain exemptions to the extent it qualifies as a "enterprise" under TABOR . The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. All fiscal obligations of the Authority are subject to TABOR to the extent applicable. Should the Authority fail to take any necessary action to budget and appropriate funds to comply with this Agreement, Developer shall have a right to terminate this Agreement.

g. Assignment. There shall be no transfer or assignment of any of the rights or obligations of Developer under this Agreement without the prior written approval of the Authority.

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

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

j. Independent Contractor. Developer is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Developer to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Developer for all purposes. Developer shall make no representation that it is a Authority employee for any purposes.

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

WHEREFORE, the Parties have executed this Agreement as of the Effective Date.

MOUNTAIN VILLAGE HOUSING AUTHORITY

_____
Paul Wisor, Executive Director

ATTEST:

_____
_____, Authority Clerk

DEVELOPER

By: _____
Name: _____
Its: _____

STATE OF COLORADO)

) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this _____ day of _____, 2025, by _____ as the _____ of Triumph Development West, LLC.

My commission expires:

(S E A L)

_____
Notary Public

Agenda Item 15
COMMUNITY DEVELOPMENT DEPARTMENT
455 Mountain Village Blvd.
Mountain Village, CO 81435
(970) 728-1392

TO: Mountain Village Town Council

FROM: Erin Howe, Planning Technician

FOR: Mountain Village Town Council Public Hearing July 17, 2025

DATE: July 7, 2025

RE: Staff Memo – Consideration of a Resolution regarding a Conditional Use Permit for a Spider Jump Activity and Zipline Ground School at Lot OS-3U

APPLICATION OVERVIEW: Conditional Use Permit for Spider Jump Activity and Zipline Ground School on Lot OS-3U

PROJECT GEOGRAPHY

Legal Description: A TRACT OF LAND LYING IN THE NE QUARTER OF SECTION 3 T42N R9W NMPM SAN MIGUEL COUNTY COLORADO DESCRIBED AS FOLLOWS TRACT OS 3U ACTIVE OPEN SPACE TOWN OF MOUNTAIN VILLAGE PLAT BK 1 PG 3325 JULY 14 2004 CONT 4.493 ACRES MOL
Address: OS-3U
Applicant/Agent: Carson Taylor, TSG
Owner: TSG Ski and Golf LLC
Zoning: Open Space (AOS)
Existing Use: AOS
Proposed Use: AOS
Lot Size: 4.48 acres
Adjacent Land Uses:

- **North**: AOS, Village Center
- South: AOS
- **East:** AOS, Single Family
- **West:** AOS, Village Center

Figure 1: Vicinity Map



ATTACHMENTS

Exbibit A: Vicinity Map
Exhibit B: Application
Exhibit C: Staff/Public Comment

Case Summary

Carson Taylor of Telluride Ski and Golf has requested the approval of a resolution for a Class 4 Conditional Use Permit for the placement of a Bungee Trampoline Activity (the "Spider Jump") and the Zipline Ground School to be located on Lot OS-3U near the Heritage Plaza. Due to the nature of this activity, it is generally limited to summer months. It should be noted that the Spider Jump has been in operation since at least 2010 and has received no complaints from any Town Departments or the General Public. The Zipline Ground School was added in 2022 and will be used to practice and develop necessary skills for the canopy tour. Both activities will be operational from 9am to 5pm, 7 days a week from June 21st through September 1st. The Zipline Ground School will be in operation a bit longer, operating just on weekends September 1st through September 28th.

Section 17.3 Zoning and Land Use Regulations
17.3.3 & 17. 3.4 Use Schedule and Specific Zone District Requirements

Staff: Lot OS-3U is Class 3 Active Open Space, which is considered "Full use, ski resort active open space." According to Table 3-1. Town of Mountain Village Land Use Schedule, "Recreational facilities general, with built structures," are permitted conditionally on Class 3 Active Open Space.

Section 17.4.14 (E) General Standards for Review

The location of a conditional use shall best serve the proposed use while minimizing potential adverse impacts.

Staff: The proposed location for the Spider Jump and Zipline Ground School minimizes adverse impacts on the Open Space parcel as well as surrounding infrastructure. The activities are only in use for the summer months and do not interrupt any surrounding infrastructure like the gondola operations. Noise impacts from both are minimal.

Section 17.4.14 (D) Criteria for Decision

Table 1

a. The proposed conditional use is in general conformity with the policies of the principles, policies and actions set forth in the Comprehensive Plan.	**Criterion Met:** (Yes/No) YES
Staff Response: The Town of Mountain Village Comprehensive Plan references recreational activities to complement the ski resort area during the summer months.	
b. The proposed conditional use is in harmony and compatible with surrounding land uses and the neighborhood and will not create a substantial adverse impact on adjacent properties or on services and infrastructure.	**Criterion Met:** (Yes/No) YES

Staff Response: The Spider Jump has been a long, ongoing occurrence in the town since at least 2010, and the proposed continuation of this use in alignment with surrounding land uses and should not create any adverse impact.	
c. The design, development and operation of the proposed conditional use shall not constitute a substantial physical hazard to the neighborhood, public facilities, infrastructure or open space.	**Criterion Met:** (Yes/No) YES
Staff Response: The design of both the Spider Jump and the Zipline Ground School are such that they will not create any physical hazards or significant adverse effects and have minimized environmental and visual impacts with their placement.	
d. The design, development and operation of the proposed conditional use shall not have significant adverse effect to the surrounding property owners and uses.	**Criterion Met:** (Yes/No) YES
Staff Response: See above. Operations of the Spider Jump and Zipline Ground School will be from June 21, 2025 through September 1, 2025, with a 7-day operational schedule (9am – 5pm). The Zipline Ground School will remain in operation on weekends only through September 28, 2025. Additionally, signage for the two activities meets CDC design standards.	
e. The design, development and operation of the proposed conditional use shall not have a significant adverse effect on open space or the purposes of the facilities owned by the Town.	**Criterion Met:** (Yes/No) YES
Staff Response: See above responses. Additionally, Lot OS-3U contains wetlands, but the Spider Jump and Zipline Ground School's proposed locations do not come close to them.	
f. The design, development and operation of the proposed conditional use shall minimize adverse environmental and visual impacts to the extent possible considering the nature of the proposed conditional use.	**Criterion Met:** (Yes/No) YES
Staff Response: See above responses.	
g. The design, development and operation of the proposed conditional use shall provide adequate infrastructure.	**Criterion Met:** (Yes/No) YES
Staff Response: There is adequate infrastructure available for the project. Additionally, the Zipline Ground School has just gained approval to increase the size of the concrete sono-tube anchors used to tether the wires to the ground, improving safety.	
h. The proposed conditional use does not potentially damage or contaminate any public, private, residential, or agricultural water supply source.	**Criterion Met:** (Yes/No) YES
Staff Response: The proposed activities do not contaminate any water source. Lot OS-3U contains wetlands, but the Spider Jump and Zipline Ground School's proposed locations do not come close to them.	
i. The proposed conditional use permit meets all applicable Town regulations and standards.	**Criterion Met:** (Yes/No) YES
Staff Response: Overall, it appears that this proposal meets the requirements of the CDC and the Town. Conditional uses are typically permitted for a 3-year period, and therefore, staff would recommend Approval through July 10, 2028.	

DRB RECOMMENDATION

The DRB recommended _____ to the Town Council regarding the Conditional Use application for Lot OS-3U with conditions found in the proposed motion at their special meeting on July 14, 2025.

STAFF RECOMMENDATION

Based on the criteria listed in this staff memo of record, staff recommends Town Council approve the conditional use permit to allow the placement of a Spider Jump and Zipline Ground School on OS-3U, with the proposed motion set forth below:

Proposed Motion:

Please note that the July 14, 2025 Design Review Board Hearing has not occurred as of the publishing of this packet. Motions have been provided for all possible outcomes. Town Council will be informed of the Design Review Board's decision prior to the Town Council hearing and during the hearing presentation.

Town Council Approval:

"I move to approve the resolution approving a conditional use permit for the placement of the Spider Jump and Zipline Ground School activities on Lot OS-3U, as recommended by staff and the Design Review Board, with the following conditions:

1. *The Applicant shall secure the structure and other elements that might attract public access when closed.*
2. *The Applicant shall re-vegetate all disturbed areas and provide seating for spectators.*
3. *This Conditional Use Permit shall be valid for a period of three (3) years with an annual review by the Planning Division staff, with the Applicant responding to any valid issues as they arise during the operation or the annual review.*"

Town Council Denial:

"I move to deny the resolution approving a conditional use permit for the placement of the Spider Jump and Zipline Ground School activities on Lot OS-3U, as recommended by staff and the Design Review Board."

Town Council Continuance:

"I move to continue the resolution approving a conditional use permit for the placement of the Spider Jump and Zipline Ground School activities on Lot OS-3U, as recommended by staff and the Design Review Board."

Carson Taylor
Director | Mountain Sales
Telluride Ski & Golf, LLC

May 28, 2025
Community Development Department
Planning Division
Town of Mountain Village
455 Mountain Village Blvd
Mountain Village, CO 81435

Dear Community Development Department:

During spring, summer and fall seasons the Mountain Sales office offers guests a multitude of easily accessible activities including Kids Camps, Bike Park Guides/Camps/Clinics, Zipline Tours, Bungee Trampoline and a Mining Sluice. Many of these activities have all been operated by the Telluride Ski & Golf Company since 2018.

Our application renewal requests that both the Spider Jump and Zipline Ground School activities remain positioned at their most recent and/or historical locations on lot OS-3U. The Mountain Sales & Zipline Tour Operations are the natural business units within Telluride Ski and Golf to oversee the sales, fulfillment, and operations of the summer activities per our ongoing commitment to the communications, training, customer service and annual state of CO permitting requirements to operate.

We feel it imperative to maintain both the Spider Jump and Zipline Ground School activities during spring and summer dates in order to foster a vibrant atmosphere in TMV's Gondola & Heritage Plazas and further support the family-oriented activity demands of our summer guest demographic. The availability of these activities in line of sight and short walking distance from the Mountain Village Gondola Plaza draws ideal volumes of summer guests to businesses in the core, which in turn increases sales tax revenues for TMV and sales revenues for TMV merchants. We believe that maintaining the recent locations of the Spider Jump and Zipline Tour Ground School activities adjacent to Gondola Plaza on OS-3U promote economic, social, cultural, and entertainment values.

Ground School is used as a training facility for the Zipline Adventure participants to learn and practice the skills necessary for safely navigating the zip line portions of the experience. For the inaugural summer (2021) of the Zipline Adventure, the Ground School was located in the woods off of the Upper Boomerang ski trail. After operating for a few summers and gaining a better understanding of the flow of our Zipline Adventure experience, the better location for this practice area is adjacent to the Mountain Village core. Should weather come in or if a guest goes through Ground School and realizes the experience is not for them, being close to the Mountain Village core is critical for the best experience. Having it near the Mountain Village core would also provide the added benefit of advertising the product for guests that did not know we offer such an immersive experience in the Mountain Village.

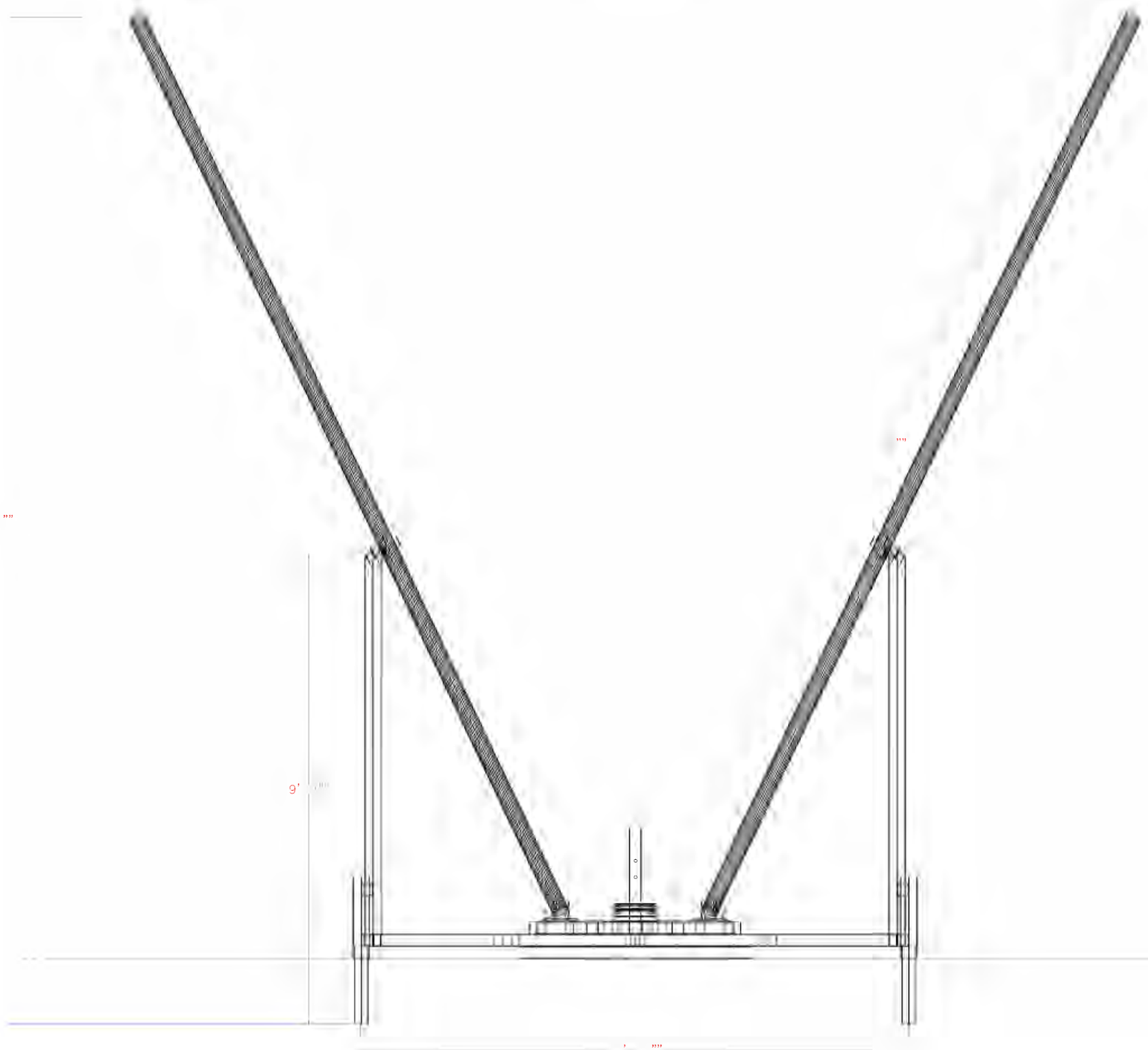
In its simplest form, Ground School consists of a zip line cable strung between two posts that is elevated approximately 5-10' of the ground with a slight grade. Once properly attached to the zip cable, guests can then practice the visual and tactile cues necessary in a "real world" setting. They can hang from the cable to feel the harness support them and they can glide slowly along cable to practice the proper speed control and self-assist techniques involved in the main experience of the Zipline Adventure. We've constructed the Ground School in the area just south of the Magic Carpet on OS-3U (highlighted in the accompanied map). The structure consists of two large posts approximately 15' in height, with a zip line cable approximately 45' in length strung between them (pictures of the current Ground School, for visual reference, included). The Ground School on OS-3U is a seasonal, temporary structure that would be installed late-May and removed mid-October each year.

For all activities, we intend to deploy a similar approach to marketing the summer, adventure activities as we do with our winter lift access segments i.e. bi-weekly e-newsletter, geo-targeted social media ad campaigns, direct mail, summer tourism guide (TTB), etc…

Our operational objectives detail a June 21, 2025 opening, with a 7 day operational schedule (9am – 5pm) through September 1, 2025 (Labor Day). After Labor Day, we will begin breaking down the Spider Jump activity and moving it off the respective location for fall/winter storage (off-site). Ground School will remain in operation weekends only through September 28, 2025. Thereafter that activity will be deconstructed and moved off-site for fall/winter storage. Signage for each activity is based from historical standards utilizing existing resources from previous years with all sales stemming from the Mountain Activity Sales office located beneath the Mountain Village Gondola Plaza in what is the winter's lift ticket, pass, and ski school office.

Carson Taylor
Director | Mountain Sales

477903101036
20.51 ft
Area: 0.01 ac
Perimeter: 81.27 ft
20.31 ft
OS 3U
477903101035



Revisions

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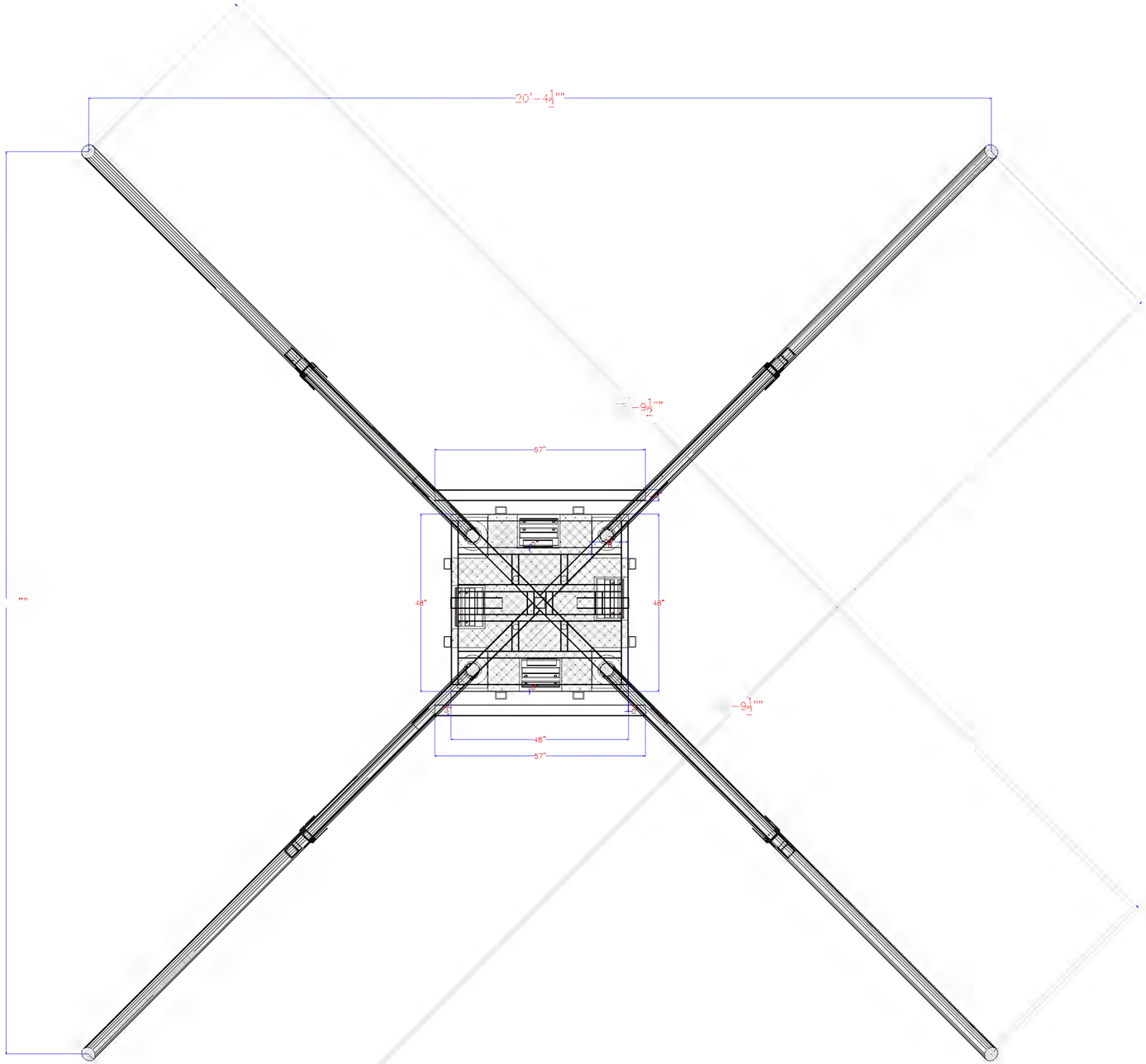
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SPIDER JUMP

Drawn by: MATT PERRY

SHEET

A2



Revisions

Date:

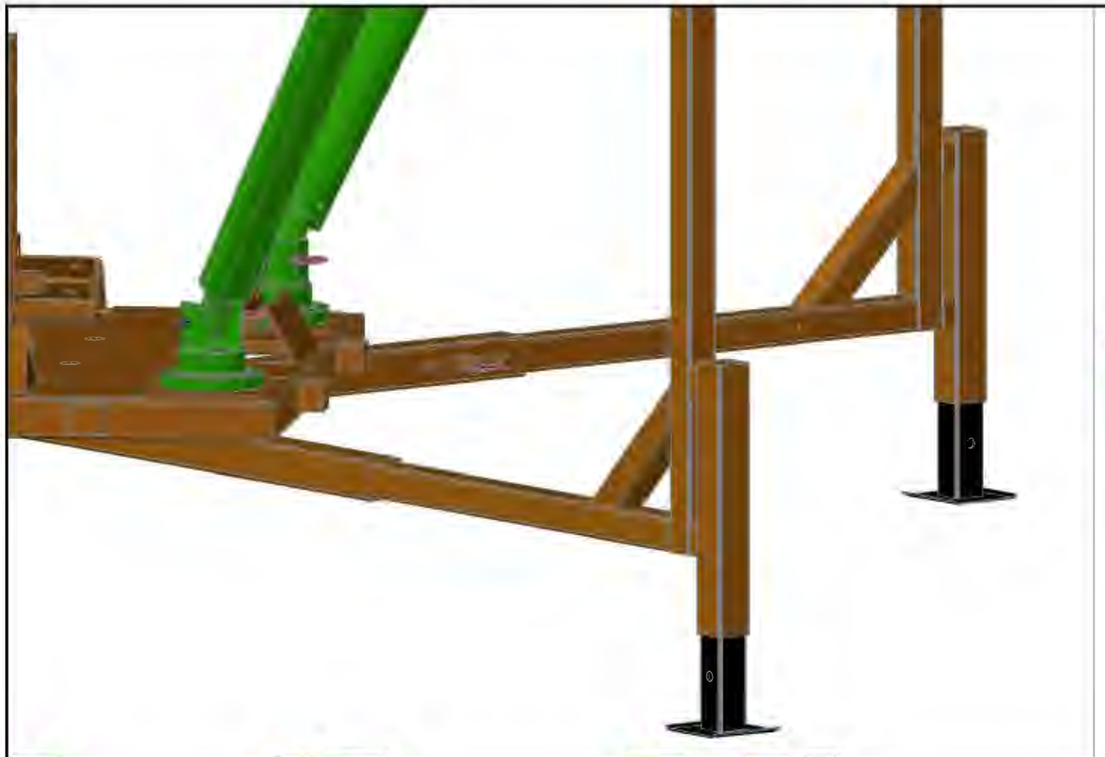
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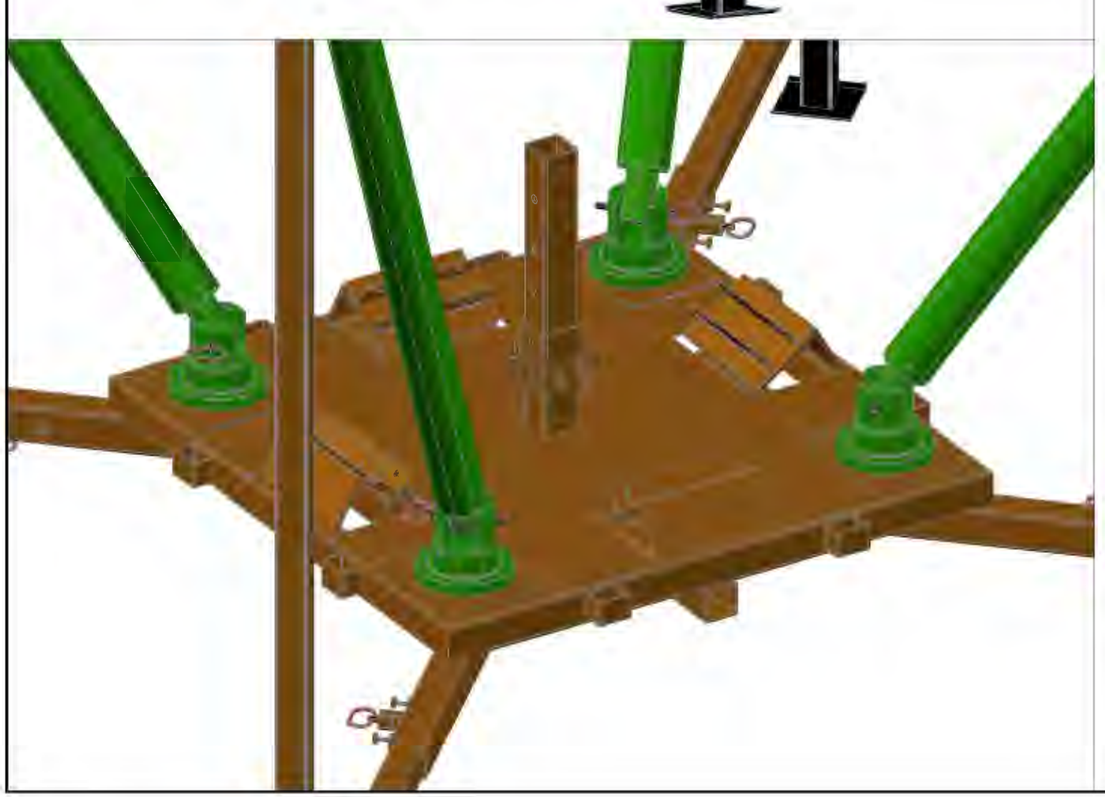
SPIDER JUMP

Drawn by: MATT PERRY

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Revisions

Date:

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SPIDER JUMP

Drawn by: MATT PERRY

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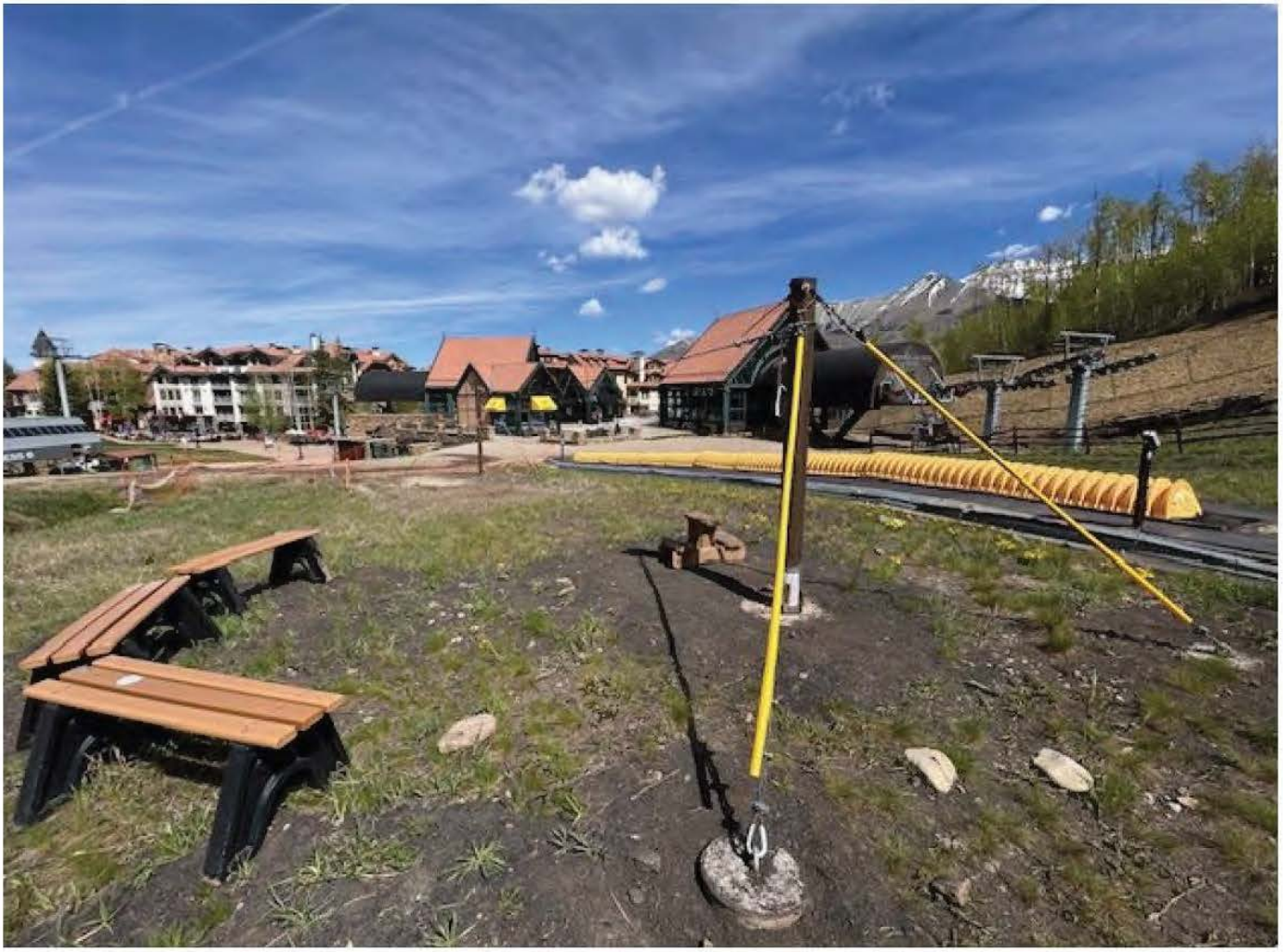


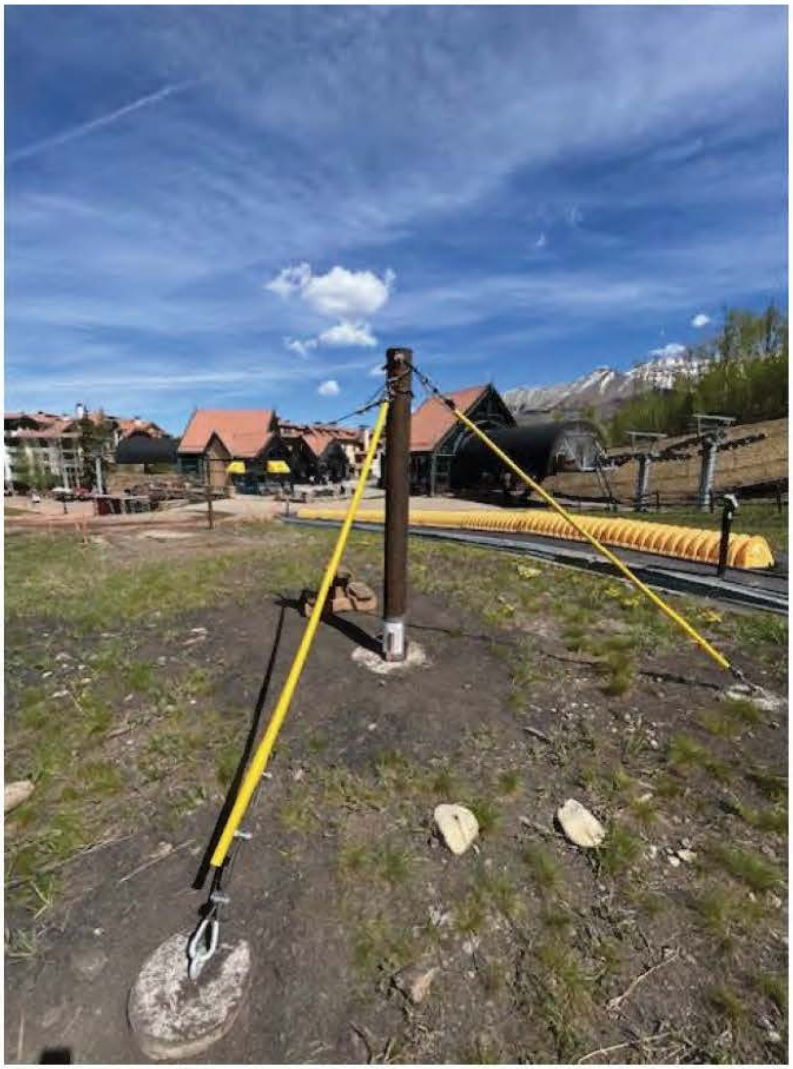

I want to...


47.17 ft
105.92 ft
Total: 47.17 ft
Total: 106.69 ft









Erin Howe

From: JOHN D BORGIA <borgiaj@aol.com>
Sent: Thursday, June 26, 2025 10:09 AM
To: planning
Subject: renewal conditional use permit application for summer bungee /trampoline activity located adjacent to Gondola Plaza. AND ALSO set up of summer seasonal zip line ground school , skills practice area for customers

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

We object to the permit renewal for the bungee/trampoline activity located at the gondola plaza AND the set up of summer seasonal zipline ground school at Lot OS-3-U Karen&John Borgia , Mountain Village homeowners of 2 properties in the “CORE”

Sent from my iPad

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING A CONDITIONAL USE PERMIT FOR THE INSTALLATION OF A BUNGEE TRAMPOLINE ACTIVITY AND A CANOPY TOUR TRAINING AREA ON TRACT OS-3U

Resolution No. 2025-____-__

Recitals:

WHEREAS, The Town of Mountain Village, Colorado ("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, TSG SKI & GOLF, LLC ("Owner") is the owner of record of real property described as Tract OS-3U, Town of Mountain Village, Colorado, Assessor Parcel No. 477903116074 (the "Property") and

WHEREAS, the Property is zoned Full Use, Ski Resort Active Open Space; and

WHEREAS, the Owner has authorized Carson Taylor ("Applicant") to pursue the approval of the Conditional Use Permit ("CUP") to allow for the installation of a Bungee Trampoline Activity and Canopy Tour Training Area (together, "Spider Jump Activities") on Tract OS-3U, and the Applicant has submitted such application requesting approval of the CUP; and

WHEREAS, the proposed development is in compliance with the provisions of Section 17.4.14 of the Community Development Code ("CDC"); and

WHEREAS, the DRB held a public hearing on July 14, 2025 to consider the Application and testimony and comments from the Applicant, Town Staff, and members of the public, and voted winning vote to losing vote to recommend to Town Council approval of the Application; and

WHEREAS, the Town Council held a public hearing on July 17, 2025, to consider the Application, the DRB's recommendation, and testimony and comments from the Applicant, Town Staff, and members of the public, and voted to approve this Resolution ("Approval"); and

WHEREAS, the public hearings and meetings to consider the Application were duly noticed and held in accordance with the CDC; and

WHEREAS, the Town Council has considered the general standards for review set forth in CDC Section 17.4.14.E, as well as the criteria set forth in CDC Section 17.4.14.D.1 and finds that each of the following have been satisfied or will be satisfied upon compliance with the conditions of this Resolution as set forth below:

a. The proposed conditional use is in general conformity with the policies of the principles, policies and actions set forth in the Comprehensive Plan;

b. The proposed conditional use is in harmony and compatible with surrounding land uses and the neighborhood and will not create a substantial adverse impact on adjacent properties or on services and infrastructure;

c. The design, development and operation of the proposed conditional use shall not constitute a substantial physical hazard to the neighborhood, public facilities, infrastructure or open space;

d. The design, development and operation of the proposed conditional use shall not have significant adverse effect to the surrounding property owners and uses;

e. The design, development and operation of the proposed conditional use shall not have a significant adverse effect on open space or the purposes of the facilities owned by the Town;

f. The design, development and operation of the proposed conditional use shall minimize adverse environmental and visual impacts to the extent possible considering the nature of the proposed conditional use;

g. The design, development and operation of the proposed conditional use shall provide adequate infrastructure;

h. The proposed conditional use does not potentially damage or contaminate any public, private, residential or agricultural water supply source; and

i. The proposed conditional use permit meets all applicable Town regulations and standards.

WHEREAS, the Town Council now desires to approve the Application, subject to the terms and conditions set forth below.

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

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

Section 2. Approval. The Town Council hereby approves a CUP for the operation of the Spider Jump Activities at the Property, as described in the Application. Tract OS-3U ,may be developed as submitted in accordance with this Resolution.

Section 3. Conditions. The Approval is subject to the following terms and conditions:

1. The Applicant shall secure the structure and other elements that might attract public access when closed off.
2. The Applicant shall re-vegetate all disturbed areas and provide seating for spectators.
3. This Conditional Use Permit shall be valid for a period of three (3) years with an annual review of planning division staff, with the Applicant responding to any valid issues as they arise during the operation or the annual review.
4. [Any other conditions added by Town Council].

Section 4. Effective Date. This Resolution shall be in full force and effect upon its passage and adoption.

ADOPTED this 17th day of July, 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

Exhibit A

[LIST OF APPLICATION MATERIALS]

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

GARFIELD & HECHT, P.C.

ATTORNEYS AT LAW
Since 1975

www.garfieldhecht.com

CONFIDENTIAL ATTORNEY-CLIENT PRIVILEGED MEMORANDUM

TO: Town of Mountain Village Town Council

FROM: Garfield & Hecht, P.C.

RE: Sign Code Update Amendments From First Reading

DATE: July 10, 2025

This memorandum details five substantive changes to the proposed Town sign code update from first reading. An abridged redline depicting changes from first reading is attached as Exhibit A below.

Analysis

The first change is to Section C(15). This change clarifies that de minimis and display box signs are exempt from the residential commercial speech ban. This change also clarifies that "Dwelling Units" is defined according to the CDC.

The second change is to Section F(12)(a). This change creates a comprehensive set of de minimis sign guidelines. Under this change, de minimis signs may be affixed to permanent structures on each property, but the total number of signs is limited to retain the Town's resort atmosphere and emphasis on undisturbed natural surroundings. An exception for lots with more than one dwelling unit is included.

The third change, also in Section F(12)(a), changes the allowable area of a de minimis sign to ninety-six (96) square inches.

The fourth change is to Section F(12)(b). This change clarifies that each dwelling unit is allowed to display two signs on the dwelling unit or underlying lot (with permission).

The fifth change is to Section F(12)(d). This change clarifies that "Lots" and "Dwelling Units" are defined according to the definitional section of the CDC.

Proposed motion

I move to adopt ORDINANCE NO. 2025-XX AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO AMENDING CHAPTER 17.5.13 SIGN REGULATIONS on final reading based on the findings made at first reading and this reading.

Exhibit A Changes Since First Reading

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~~repeal and reenact 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~~Repeal and Reenactment. Town Council hereby ~~amends~~repeals Chapter 17.5.13 of the Code and reenacts it 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.

[NO CHANGES MADE FOR SEVERAL PAGES]

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. *Residential Commercial Speech ~~in Residential Areas.~~* ~~Signs~~. Except for de minimis signs and display box signs, signs soliciting a commercial transaction involving a dwelling unit, including the sale of ~~a home~~ the dwelling unit or other property~~, shall not be allowed in residential areas unless explicitly allowed under another provision of these regulations.~~ or other goods or services located at the dwelling unit, are prohibited. "Dwelling unit" shall have the meaning set forth in Section 17.8.1 and include all dwelling unit classifications included in said section.

[NO CHANGES MADE FOR SEVERAL PAGES]

16. *Other Signs.* All other types of signs not permitted under the Sign Regulations.

a. De Minimis Signs. ~~Individual building signs may be~~One (1) de minimis sign per vehicle, dwelling unit, tree, fence, or other structure per lot is allowed ~~only~~ when the sign face does not exceed ~~twelve~~ninety-six (~~12~~96) square inches and ~~shall be attached directly to the building.~~the sign is attached to the vehicle, dwelling unit, tree, fence, or other structure. De minimis signs are permitted in addition to any other signs allowed under these sign regulations. Individual lots are limited to no more than a combined total of four (4) de minis signs across all vehicles, dwelling units, trees, fences, and other structures; provided, however, that if a lot contains more than one dwelling unit, one (1) de minimis sign shall be permitted on each dwelling unit and on one vehicle owned by the owner or tenant of each dwelling unit.

b. *Residential Signs*. Any ~~residential development~~dwelling unit shall be permitted to display two (2) signs on the dwelling unit or underlying lot, with permission from the lot owner, 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.

d. *Definitions*. For the purposes of this section:

i. *Lot*. "Lot" shall have the meaning set forth in Section 17.8.1.

ii. *Dwelling Unit*. "Dwelling unit" shall have the meaning set forth in Section 17.8.1 and include all dwelling unit classifications included in said section.

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 repeal and reenact 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. Repeal and Reenactment. Town Council hereby repeals Chapter 17.5.13 of the Code and reenacts it 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				
Alline Arguelles				
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 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. *Residential Commercial Speech*. Except for de minimis signs and display box signs, signs soliciting a commercial transaction involving a dwelling unit, including the sale of the dwelling unit or other property or other goods or services located at the dwelling unit, are prohibited. "Dwelling unit" shall have the meaning set forth in Section 17.8.1 and include all dwelling unit classifications included in said section.

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 or 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. One (1) de minimis sign per vehicle, dwelling unit, tree, fence, or other structure per lot is allowed when the sign face does not exceed ninety-six (96) square inches and the sign is attached to the vehicle, dwelling unit, tree, fence, or other structure. De minimis signs are permitted in addition to any other signs allowed under these sign regulations. Individual lots are limited to no more than a combined total of four (4) de minis signs across all vehicles, dwelling units, trees, fences, and other structures; provided, however, that if a lot contains more than one dwelling unit, one (1) de minimis sign shall be permitted on each dwelling unit and on one vehicle owned by the owner or tenant of each dwelling unit.

b. *Residential Signs*. Any dwelling unit shall be permitted to display two (2) signs on the dwelling unit or underlying lot, with permission from the lot owner, 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.

d. *Definitions*. For the purposes of this section:

i. *Lot*. "Lot" shall have the meaning set forth in Section 17.8.1.

ii. *Dwelling Unit*. "Dwelling unit" shall have the meaning set forth in Section 17.8.1 and include all dwelling unit classifications included in said section.

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 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.

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

TO: Mountain Village Town Council

FROM: Daniel Alvarado, Senior Planner

FOR: Mountain Village Town Council Public Hearing: July 17, 2025

DATE: July 2, 2025

RE: Staff Memo – Consideration of a Resolution regarding a Conditional Use Permit application for Temporary Parking Lot on Lots 122, 123, and OS-1R2, pursuant to CDC Section 17.4.14.

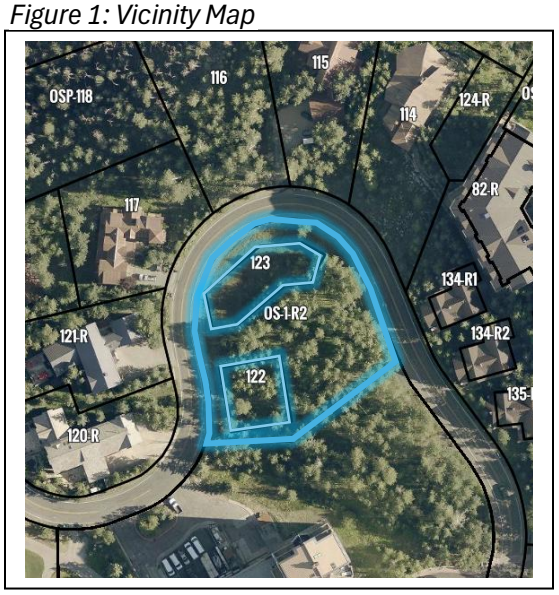
APPLICATION OVERVIEW: Conditional Use Permit for Temporary Parking Lot on Lots 122, 123, and OS-1R2

I) PROJECT GEOGRAPHY

Legal Description: OS1R2: TRACT OF LAND LYING IN THE SW QUARTER OF THE SE QUARTER OF SECTION 34 T43N R9W NMPM SMC CO DESCRIBED ACTIVE OPEN SPACE TRACT OS 1R2 TMV PL BK 1 PG 3869 OCT 12 2007 CONT 0.62 ACRES;

LOT 122: TELLURIDE MOUNTAIN VILLAGE, FILING 1, ACCORDING TO THE REPLAT AND REZONING OF LOT 122 OF TELLURIDE MOUNTAIN VILLAGE FILING 1, RECORDED OCTOBER 7, 1992 IN PLAT BOOK 1 AT PAGE 1367, COUNTY OF SAN MIGUEL, STATE OF COLORADO

Figure 1: Vicinity Map



LOT 123: TELLURIDE MOUNTAIN VILLAGE, FILING 1, ACCORDING TO THE PLAT RECORDED MARCH 9, 1984 IN PLAT BOOK 1 AT PAGE 476, COUNTY OF SAN MIGUEL, STATE OF COLORADO

Address: TBD Country Club Drive
Applicant/Agent: John Miller, TSG
Owner: TSG Ski and Golf LLC
Zoning: Active Open Space (AOS) and Village Center (VC)
Existing Use: Vacant
Proposed Use: Temporary surface parking lot
Lot Size (total) : .867 acres
Adjacent Land Uses:

- **North**: Single-Family
- **South:** Village Center
- **East:** PUD (Lodging)
- **West:** Single-Family

II) ATTACHMENTS

Exbibit A: Vicinity Map
Exhibit B: Application/Narrative
Exhibit C: Staff/Public Comment
Exhibit D: Supplementary Information

III) CASE SUMMARY

John Miller of Telluride Ski and Golf (TSG) has requested the approval of a resolution for a Class 4 Conditional Use Permit (CUP) for a temporary, 13,050 SF, 33 space gravel parking lot to be located on Lots 122, 123, and OS-1R2 adjacent to the Peaks Resort and Spa. The proposed parking lot would be accessed from Country Club Blvd and via an unpaved pedestrian social trail that runs across the lot.

The parking lot would replace the loss of TSG employee parking currently located on Lots 69R2, 71R and 67 known as the "Pond Lots" due to the construction of the Four Seasons development. TSG is requesting approval for a CUP period of 5 years, however, per CDC section 17.4.3.(N)(2)(b) the Town Council may specify a time period other than 5 years if they choose. TSG has indicated that parking area may be used by future development on lots 122 and 123, however no development proposal has been submitted and therefore should not be considered as part of this approval.

It should be noted that Per CDC section 17.3.3, a permanent employee surface parking lot is *not* a permitted primary use in the Village Core Zoning district, however Per CDC 17.5.8(B)(3)(a)(i):

The DRB may approve surface parking lots as an interim use in the Village Center on future development sites that provide an interim use of a site until development.

Under this provision, the temporary parking lot may be approved as a temporary use with a Conditional Use Permit with a defined expiration date.

IV) CHAPTER 17.3: ZONING AND LAND USE REGULATIONS

17.3.3 & 17. 3.4 Use Schedule and Specific Zone District Requirements
Lots 122 and 123 are zoned Village Center (VC), while lot OS-1R2 is zoned Active Open Space. CDC section 17.3.3, Table 3-1: Town of Mountain Village Land Use Schedule identifies "Ski area maintenance facilities and limited employee parking" as a use approval with a Conditional Use permit in Active Open Space zones but is not permissible in the Village Core District. however, Per CDC 17.5.8(B)(3)(a)(i), a temporary parking lot may be considered for approval with a Conditional Use Permit with a defined expiration date.

17.3.14: General Easement Setbacks
Lots 122 and 123 are zoned Village Center and therefore are not burdened by a General Easement Setback. Lot OS-1R2 is also not burdened by a General Easement setback, however because it is outside of the Village Center Zone District the review authority may require the establishment of a setback at the time of review.

*Staff: There **is** a pedestrian walkway easement platted across the subject property which belongs to property owners along Country Club Drive (near the Boomerang Trail) via Reception #397471. TSG cannot be compelled to construct this pedestrian walkway without the easement owner's permission; however they will require permission from the owner's to build within it.*

V) CHAPTER 17.5: DESIGN REGULATIONS

17.5.7 Grading and Drainage Design
The applicant proposes to grade the parking lot surface to a 4.96% grade, which is under the 6% limit per the CDC. However, the construction would require significant regrading of the site including disturbance of 30% slopes in all three lots. Typically, if a development were to propose 30% slope disturbance, they must request a Specific Approval and meet certain Criteria for Decision per CDC section 17.6.1(C)(2). However, because of the temporary nature of the approval and the fact that there is no structural development associated with this approval, the disturbance may be approved as part of the CUP approval.

The applicant has not provided details regarding how steep of a slope would be created in the disturbed areas around the parking lot. Any slopes that are steeper than 2:1 shall require a retaining structure such as geogrid or other retaining structures. Any exposed section of disturbed slope shall require restoration with biodegradable netting until vegetation is reestablished.

17.5.8 (C) Parking Area Design Standards
The CDC regulates the design of parking areas including parking space geometry, surface grade, material, snow storage, etc. It does not include specific regulations determining standards for pedestrian access, circulation, or minimum lighting.

The applicant has proposed a 13,050 SF, gravel parking lot with 33 spaces. A gravel surface is not typically permissible under the CDC, however due to the temporary nature of the lot the DRB may approve a gravel surface as part of the CUP. The applicant has not proposed any compact spaces or ADA accessible parking spaces and the lot as designed does not meet any ADA specifications. The applicant has not provided sufficient details regarding the

parking space geometry; therefore the applicant shall be required to provide such details as a condition of approval.

The applicant has proposed that the vehicular access to the property be from Country Club Drive along the south side of the subject property near the rear entrance to the Peaks Resort and Spa. Additionally, the applicant has indicated that pedestrians can access the lot via a steep, unpaved social trail that runs from the north edge of the property to the southern edge. The applicant has not provided any specific details regarding improvements (if any) will be undertaken to this trail and how it will connect to the parking area.

The CDC requires lighting to be installed in parking garages but offers no guidance on lighting of surface lots. No lighting has been proposed as part of this development.

The applicant has proposed snow storage areas totaling 3,270 SF, which is equal or more than the required 25% of the total paved area of 13,050 SF.

Typically, applicants are required to provide a detailed striping and signage plan. The applicant has not provided a striping or signage plan, only a written description of "signage specifying that the parking area is for TSG Employees…proposed as 1'x2' sign located at the entrance to the parking area with simple lettering and the TSG Logo".

Staff: The CDC does not adequately address parking lots where they are not developed in conjunction with a commercial or residential structure, however we can make an assertion that similar regulations should apply as it relates to safety issues. Staff has several concerns regarding the safety of the proposed parking lot, most notably, there are no details regarding how employees will safely access nearby sidewalks or trails, especially in winter when the road shoulder will likely be icy or full of snow, and the social trail is not maintained. Additionally, no lighting is proposed to ensure site security or a safe pedestrian connection between the parking lot and the village core. Finally, the vehicular access point itself is a concern in that it is located near the S-turn in Country Club Road and has a limited site distance.

*Ironically, there **is** a pedestrian walkway easement platted across the subject property, however it belongs to property owners along Country Club Drive (near the Boomerang Trail) via Reception #397471. TSG cannot be compelled to construct this pedestrian walkway without the easement owner's permission; however, they will require permission from the owners to build within it.*

Therefore, if approval is being considered, staff recommends that the review authority determine appropriate Conditions of Approval for parking lot design per 17.4.4(D)(2), including public improvements (such as pedestrian walkways), lighting, signage or other conditions as determined by the Town "to be necessary to ensure that the development is constructed in compliance with applicable Town regulations and standards."

17.5.9: Landscaping Regulations

The CDC generally requires landscapes to employee permaculture design principles while also meeting the town's aesthetic and wildfire prevention goals.

The applicant has proposed landscaping around the perimeter of the parking lot depicting the planting of 17 trees including aspen, spruce and dwarf pines. The landscaping would be irrigated by a sprinkler system that would be installed around the perimeter of the parking lot. The applicant has not provided details regarding the trees to be removed as part of the proposed development.

Staff: additional details will be required regarding the origin of the water for the irrigation system, tree removal and other landscaping requirements as determined by the Town Forester. Staff recommends that the applicant is required to enter into a Performance Agreement with the Town to ensure the survival of the landscaping. Additionally, the review authority should determine if a Development Agreement should be executed to ensure the restoration of the site should a future development not take place prior to the expiration of the CUP.

17.5.12: Lighting Regulations
The CDC does not identify specific lighting requirements for parking lots in the town. Generally, the CDC is concerned with limiting the impacts of lighting on adjacent uses, including additional specific regulations for lighting within the Village Center.

The applicant has not proposed any lighting improvements as part of this development.

Staff: While the CDC does not provide lighting requirements for parking lots, The IES (Illuminating Engineering Society) recommends that parking lots be lit to a minimum 2 lux/ft2 for safety. Additionally, any pedestrian connections would likely need some lighting, at a minimum in locations of steps or other grade change. Without details of the social trail improvements being proposed it is difficult to determine any minimum lighting to be required.

VI) CHAPTER 17.6: SUPPLEMENTARY REGULATIONS

17.6.6: Roads and Driveway Standards
The applicant proposes a 22' asphalt paved driveway, including a 2' shoulder on each side and an 18" culvert beneath for drainage along Country Club Dr. This meets the CDC requirements for commercial driveways to be 20' wide with 2' shoulders. The applicant shall be required to provide additional driveway details including shoulder material and grade as a condition of approval.

VII) CHAPTER 17.7: BUILDING REGULATIONS

17.7.20: Construction Mitigation
Applicants are required to submit a Construction Mitigation Plan that is compliant with the CDC's regulations including limits of disturbance, tree protection, fencing, site access, laydown, dumpster location, etc.

The applicant has not provided a Construction Mitigation Plan. There is a delineated wetland between the proposed parking lot and the Peaks Resort, it will be important that the CMP demonstrate best management practices for avoiding any impacts to the adjacent wetland area. The Applicant shall be required to provide a Construction Mitigation Plan as a condition of approval.

VIII) SECTION 17.4.14 (E) GENERAL STANDARDS FOR REVIEW

The location of a conditional use shall best serve the proposed use while minimizing potential adverse impacts.

Staff: The proposed location for the parking lot has significant constraints and the applicant has not provided sufficient details to satisfy all of staff's concerns and the CDC's requirements. The location of the parking lot would be practical if lots 122 and 123 are developed as indicated by TSG, however the Town has no assurance that such a development will be proposed in the foreseeable future. The review authority should consider significant conditions of approval if they choose to approve the proposal in its current form.

IX) SECTION 17.4.14 (D) CRITERIA FOR DECISION

Table 1

a. The proposed conditional use is in general conformity with the policies of the principles, policies and actions set forth in the Comprehensive Plan.	**Criterion Met:** (Yes/No) **YES**
The proposed use does not directly violate any elements of the Comprehensive Plan and indirectly contributes to the ongoing development of the Village Center, which is the proposed Future Land Use identified for the subject property.	
b. The proposed conditional use is in harmony and compatible with surrounding land uses and the neighborhood and will not create a substantial adverse impact on adjacent properties or on services and infrastructure.	**Criterion Met:** (Yes/No) **NO**
The proposed conditional use is compatible with adjacent commercial uses, however concerns about safety may limit compatibility with adjacent residential uses. It does not sufficiently identify improvements to infrastructure to negate its potential negative impact to pedestrian and vehicular safety.	
c. The design, development and operation of the proposed conditional use shall not constitute a substantial physical hazard to the neighborhood, public facilities, infrastructure or open space.	**Criterion Met:** (Yes/No) **NO**
Without additional details regarding the pedestrian access to the parking lot, staff cannot determine the level of physical hazard the proposed use constitutes to the neighborhood and infrastructure.	
d. The design, development and operation of the proposed conditional use shall not have significant adverse effect to the surrounding property owners and uses.	**Criterion Met:** (Yes/No) **YES**
The proposed use does not have a significant adverse effect to the surrounding property owners in terms of their ability to safely and effectively use their property.	
e. The design, development and operation of the proposed conditional use shall not have a significant adverse effect on open space or the purposes of the facilities owned by the Town.	**Criterion Met:** (Yes/No) **YES**
Employee parking is an allowed use (with a CUP) in Active Open Space zones, and the construction of the temporary parking lot would not have a significant adverse impact on any active open space so long as the social trail across the property is preserved or improved.	

f. The design, development and operation of the proposed conditional use shall minimize adverse environmental and visual impacts to the extent possible considering the nature of the proposed conditional use.	**Criterion Met:** (Yes/No) **YES**
The applicant has proposed some landscape screening across the property that will minimize the adverse environmental and visual impacts.	
g. The design, development and operation of the proposed conditional use shall provide adequate infrastructure.	**Criterion Met:** (Yes/No) **NO**
The applicant has not provided sufficient details regarding the improvement of pedestrian infrastructure to safely access the site. The applicant has not provided sufficient details regarding the origin of water for the irrigation system.	
h. The proposed conditional use does not potentially damage or contaminate any public, private, residential, or agricultural water supply source.	**Criterion Met:** (Yes/No) **YES**
The proposed use does not damage or contaminate any water supply. Adequate drainage shall be required in the construction of the proposed parking lot to prevent contamination.	
i. The proposed conditional use permit meets all applicable Town regulations and standards.	**Criterion Met:** (Yes/No) **YES**
The CDC allows for temporary parking related to ongoing construction in the Village Center, however it does not provide strong guidance on regulating standalone or temporary surface parking lots.	

X) DRB RECOMMENDATION

The DRB recommended _____ to the Town Council regarding the Conditional Use application for Lots 122, 123 and OS-1R2 with conditions found in the proposed motion at their special meeting on July 14, 2025. Because the DRB meeting is being held before the packet was due, staff will report out at the meeting the DRB recommendation.

XI) STAFF RECOMMENDATION

Staff recommends the Town Council consider whether this application meets the criteria for approval in its current form, paying particular attention to criterion related to public safety and adequate infrastructure.

Based on the criteria listed in this staff memo of record, staff has provided three proposed motions for the Town Council, one to recommend approval the conditional use permit, one to recommend denial the approval of the conditional use permit, and one to recommend continuance.

Proposed Motion:

Please note that the July 14, 2025 Design Review Board Hearing has not occurred as of the publishing of this packet. Motions have been provided for all possible outcomes. Town Council will be informed of the Design Review Board's decision prior to the Town Council hearing and during the hearing presentation.

Town Council Continuance:

I move to continue the consideration of a Conditional Use Permit request for the development of a temporary parking lot at Lots 122, 123, and OS-1R2 until (insert date).

Town Council denial:

I move to deny a resolution approving a Conditional Use Permit request for the development of a temporary parking lot at Lots 122, 123, and OS-1R2, based on the evidence provided in the staff memo of record dated July 2nd, 2025, and the findings of this meeting. Reasons for recommending denial are: (insert primary design criteria or primary CUP criteria that is not being met).

Town Council Approval:

I move to approve a resolution approving a Conditional Use Permit request for the development of a temporary parking lot at Lots 122, 123, and OS-1R2, based on the evidence provided in the staff memo of record dated July 2nd, 2025, and the findings of this meeting, subject to the following Conditions of Approval:

#	Condition of Approval/Note	Department or Division	Completed By:
1)	Applicant shall provide additional details required regarding the origin of the water for the irrigation system	Planning	Prior to development permit
2)	Applicant shall obtain tree removal permit for any trees to be removed	Forester	Prior to development permit
3)	Applicant shall enter into a performance agreement with the Town to ensure the survival of proposed landscaping	Planning	Prior to development permit
4)	This Conditional Use Permit shall be valid for a period of five (5) years	Planning	N/A
5)	Provide additional details regarding how pedestrians will access the parking lot including improvements to the social trail, maintenance of the road shoulder and other details as determined by town staff	Planning	Prior to development permit
6)	Receive written permission from the pedestrian walkway easement owners (reception #396471) for construction of the proposed development or provide details showing that the easement will not be impacted.	Planning	Prior to development permit
7)	Provide additional driveway details including shoulder material and grade	Planning	Prior to development permit

8)	Provide additional parking lot geometry details including space size and aisle width, etc.	Planning	Prior to development permit
9)	Applicant shall provide a Construction Mitigation Plan with details as determined by town staff	Planning	Prior to development permit
10)	Provide details regarding how steep of a slope would be created in the disturbed areas around the parking lot. Any slopes that are steeper than 2:1 shall require a retaining structure such as geogrid or other retaining structures. Any exposed section of disturbed slope shall require restoration with biodegradable netting until vegetation is reestablished.	Planning	Prior to development permit

CONDITIONAL USE PERMIT APPLICATION

PLANNING & DEVELOPMENT SERVICES
455 Mountain Village Blvd. Suite A
Mountain Village, CO 81435
970-728-1392
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cd@mtnvillage.org

Revised 1.3.2020

The Planning & Development Services Department is here to assist you with your development application pursuant to the Community Development Code (CDC).

This publication outlines the Conditional Use Permit Development Application process of the CDC and also provides the submittal requirements for such development application.

Contents of the Publication

This publication is intended to address the submittal requirements for a Conditional Use Permit Development Application consistent with the Conditional Use Permit Process. It is each applicant's responsibility to review the CDC and any associated regulations to ensure a full understanding of the development application process.

Development Review Process

Conditional Use Permit Development Applications shall be processed as a class 4 application as provided for in the CDC, with a Design Review Board (DRB) recommendation and Town Council approval. After any required conceptual work session with the DRB and/or the Town Council, the class 4 development application process generally consists of the following steps:

Step 1:	**Pre-submittal Meeting with Applicant and Planning Division**
Step 2:	**Applicant Development Application Submittal**
Step 3:	**Planning Division Development Application Completeness Check**
Step 4:	**Planning Division Development Application Referral and Review**
Step 5:	**Planning Division Follow-up Communication**
Step 6:	**Applicant Plan Revisions**
Step 7:	**Planning Division Schedule Review Authority Public Hearing**
Step 8:	**Applicant Public Noticing (Minimum of 30 days prior to hearing)**
Step 9:	**Planning Division Preparation of Staff Report**
Step 10:	**Design Review Board (Recommendation) and Town Council Public Hearings**
Step 11:	**Review Authority Action**
Step 12:	**Planning Division Provides Notice of Action**
Step 13:	**Effective Date of Application Decision and Appeal**
Step 14:	**Length of Validity (Generally 18 months unless longer vesting)**

Development Application Submittal Requirements:

The following forms, information and plans will need to be submitted in order to have a complete development application. Situations will occur when all of the listed submittal requirements will not be required and where items not listed as submittal requirements will be required in order for the Town to have sufficient information to fully evaluate the impacts of a development application. The Planning Division is therefore authorized to determine, based on the nature of a development application, whether to waive submittal requirements or require additional submittal requirements.

CONDITIONAL USE PERMIT APPLICATION

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Mountain Village, CO 81435
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Submitted (Office Use)	Item No	Submittal Requirements
	1.	**Application Form.** Completed application form (Attached).
	2.	**Fees.** $1,000 for 8 hours; hourly rate thereafter. The applicant and property owner are responsible for paying all Town fees as set forth in the fee resolution, and are also required by the CDC to pay for Town legal fees, the cost of special studies, and other fees as set forth in the CDC. Such fees are considered a condition precedent to having a complete development application, and shall be paid prior to the Town issuing the final approval.
	3.	**Proof of Ownership.** Copy of current deed or title report on the effected property.
	4.	**Agency Letter.** If application is not submitted by the owner of the property, a letter of agency, signed by the property owner giving permission to a firm or person to submit the requested land use application (Attached).
	5.	**HOA Letter.** For development on property that is owned in common by a homeowners association, the development application shall include: **A.** A letter from the Homeowner's Association (HOA) board giving permission for the application (Attached), and, where a vote is required by the HOA governing documents, a copy of the proof of the vote and outcome of such vote. **B.** A copy of the HOA governing documents, including bylaws and declaration.
	6.	**Title Report.** Copy of current title report for the property listing all encumbrances.
	7.	**Development Narrative.** A written narrative of the development application that outlines the request. The narrative should include a summary of how the application meets the key requirements of the CDC, such as the applicable criteria for decision.
	8.	**Existing Condition Plan.** A stamped, monumented land survey prepared by a Colorado registered land surveyor showing existing site and surrounding access (driveway or roadway route, utility route, etc.) conditions drawn at a scale of 1" = 10' to a maximum of 1" = 30' showing the following information:
		A. Lot Size. Lot size needs to be shown.
		B. Existing Lot Lines. Existing platted lot lines need to be shown with distances, bearings and a basis of bearing. Existing property pins or monuments found and the relationship to the established corner also need to be shown.
		C. Existing Topography. Existing topography needs to be shown with two foot contour intervals, including spot elevations at the edge of asphalt along any roadway or driveway frontage for the intended accessway at 25 foot intervals.
		D. Steep Slopes. Any slopes that are 30% or greater shall be mapped with a shaded or hatched pattern.
		E. Wetlands, Ponds, Streams or Drainages (if any). Wetlands, ponds, streams and drainages need to be shown. Recent wetland delineation by qualified consultant must be surveyed and shown on proposed site plan for United States Army Corps of Engineers approval. If wetlands are located adjacent to the development site, such wetland area also needs to be shown.
		F. Easements. Indicated all easements shown on the governing plats and recorded against the property.

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Submitted (Office Use)	Item No	Submittal Requirements
		G. Utilities. All underground and above ground utilities and pedestals or transformers need to be shown.
		H. Existing Improvements. Any existing site improvements need to be shown, such as buildings (including driplines), drainage systems, trails (if part of official Town trail system as shown in the Comprehensive Plan), sidewalks, roadways, driveways, light poles and fences.
		I. Fire Mitigation/Forestry Management. A tree survey of all trees with a diameter at breast height of four inches (4") or greater shall be shown to ensure compliance with the fire mitigation and forestry management requirements.
	9.	**Proposed Development Plan.** The following information needs to be submitted:
		A. Grading Plan. An access and grading plan prepared by a Colorado registered professional engineer showing how the project can meet the CDC roadway and driveway standards, grading and drainage design requirements and pedestrian connections, as applicable, with proposed grading shown with a solid line and spot elevations as needed. Traffic control and safety devices required to be provided by the Subdivision Regulations shall be described and locations depicted.
		B. Conceptual Building Elevations and Floor plans: Conceptual architectural plans prepared by a Colorado licensed architect designed in accordance with the applicable regulations of the CDC (Design Regulations, Zoning Regulations, etc.) including but not limited to building elevations and floorplans with a scale of ¼" = 1' to 1/16" = 1' for larger scale projects.
		C. Computer Massing Model. A computer massing model with interactive viewing capability (360 degree rotation, fly by, etc.) showing the proposed buildings and surrounding development to scale so the land uses and the visual impacts of the project can be evaluated pursuant to applicable CDC and Comprehensive Plan regulations.
		D. Conceptual Landscaping Plan. A conceptual landscaping plan in accordance with the Landscaping Regulations shall be designed and prepared by an American Society of Landscape Architecture certified designer or a landscape professional with experience in creating and planting landscape plans in montane and subalpine life zones.
	10.	**E. Engineered Infrastructure Plan.** The development shall include sufficient infrastructure designed by a Colorado registered professional engineer, including but not limited to vehicular and pedestrian access, mass transit connections, parking, traffic circulation, fire access, water, sewer and other utilities. **i. Utility Plan.** A composite utility plan showing the intended routes for providing water, sewer, electric, cable and telecommunications. **ii. Water and Fireflow.** For developments that require the extension of the Town's water system to serve additional lots for development, water supply and fire flow information shall be provided in accordance with the Fire Code. **iii. Evidence of Adequate Water, Sewage Disposal and Utilities.** The applicant shall

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Submitted (Office Use)	Item No	Submittal Requirements
		consult with the director of the Public Works Department, San Miguel Power Association and Source Gas prior to the submission of a development application to include statements from such agencies in the application on the availability of utilities to serve the intended development. **iv.** **Access Plan.** An access plan providing access to and from the site of the development shall be provided, including any needed infrastructure improvements as may be required by the Subdivision Regulations and the Road and Driveway Standards.
	11.	**Geotechnical Report.** A geotechnical report prepared by a Colorado registered professional engineer or geologist shall be provided for all lots that have never been platted and zoned for development, such as a lot that is zoned for open space that is now intended for development as envisioned in the Mountain Village Comprehensive Plan.
	12.	**Proposed Legal Instruments:** A draft of any proposed or needed HOA documents (bylaws, general declaration, etc), easements, development agreements or other legal instruments.
	13.	**Practicable Alternatives Analysis:** For development proposing disturbance to wetlands, the general easement or slopes greater than 30%, the Town may require an applicant prepare a practicable alternatives analysis to demonstrate why it is not practicable to avoid such areas.
	14.	**Public Improvements Cost Spreadsheet.** The developer shall submit a spreadsheet breaking down the cost of the construction of any public facilities or improvements that are necessary for the development, with such spreadsheet providing the line item total cost, unit cost and unit type (EG. Lineal feet, cubic yards, sq. ft.)
	15.	**Plan Set Sheet Requirements.** All plans sets as set forth in these submittal requirements shall be formatted to have a sheet size of 24" X 36", with cover sheet providing the contact information of all plan consultants, vicinity map, and sheet index; and all sheets showing date of original plan preparation and all revision dates, sheet labels and numbers, borders, title blocks, project name, lot number, address and legends. **A.** All plans submitted by a Colorado licensed architect, surveyor, geologist or interior designer shall be electronically stamped and signed without a locked signature to allow for commenting on the plan sets.
	16.	ePlan Submittal. All development applications shall be submitted pursuant to the ePlans submittal process as outlined the following publication: https://townofmountainvillage.com/media/ePlans-Electronic-Submittal-and-Review.pdf

Questions and/or comments on ePlans Process can be directed to cd@mtnvillage.org or call 970-728-1392.

CONDITIONAL USE PERMIT APPLICATION

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Mountain Village, CO 81435
970-728-1392
970-728-4342 Fax
cd@mtnvillage.org

TOWN OF MOUNTAIN VILLAGE FEE REQUIREMENTS ACKNOWLEDGEMENT

The Town of Mountain Village requires specific fees to be paid with a development application including legal and attorney fees associated with processing land development applications, inquiries and review. Please read and acknowledge the below fee requirement which are found at Community Development Code Section 17.4.4. General Provisions Applicable to All Development Application Classes, Section L. Fees.

L. Fees

1. Fee Schedule. The Town Council shall, from time to time, adopt a fee resolution setting forth all development application fees and associated permit fees. Fees for submittals not listed in the fee schedule resolution shall be determined by the Director of Community Development on a case-by-case basis determined by the similarity between the submittal and the development applications listed on the fee schedule together with the estimated number of hours of staff time the review of the submittal will require. No development application shall be processed, nor any development or building permits shall be issued until all outstanding fees or moneys owed by the applicant, lot owner, developer or related entity, as defined by the Municipal Code, to the Town, in any amount for any purpose, including but not limited to any fees, delinquent taxes, required Town licenses, permit fees, court fines, costs, judgments, surcharges, assessments, parking fines or attorney's fees are paid to the Town.

2. Town Attorney Fees. The applicant shall be responsible for all legal fees incurred by the Town in the processing and review of any development application or other submittal, including but not limited to any Town Attorney fees and expenses incurred by the Town in the legal review of a development application together with the legal review of any associated legal documents or issues. Legal expenses so incurred shall be paid for by the applicant prior to the issuance of any permits.

3. Property or Development Inquiries. The Town requires that Town Attorney legal fees and expenses be paid for all development or property inquiries where a legal review is deemed necessary by the Town. The developer or person making the inquiry, whichever the case may be, shall be informed of this obligation and execute a written agreement to pay such legal expenses prior to the Town Attorney conducting any legal review. A deposit may be required by the Director of Community Development prior to the commencement of the legal review.

4. Other Fees. The applicant shall be responsible for all other fees associated with the review of a development application or other submittal conducted by any outside professional consultant, engineer, agency or organization and which are deemed necessary by the Town for a proper review.

5. Recordation Fees. The Community Development Department will record all final plats, development agreements and other legal instruments. The applicant shall be responsible for the fees associated with the recording of all legal instruments.

I have read and acknowledge the fee requirements associated with my application.

John Miller _____ 5/22/25 _____

(signature required) (date

CONDITIONAL USE PERMIT APPLICATION

PLANNING & DEVELOPMENT SERVICES
455 Mountain Village Blvd. Suite A
Mountain Village, CO 81435
970-728-1392
970-728-4342 Fax
cd@mtnvillage.org

CONIDITIONAL USE PERMIT APPLICATION		
APPLICANT INFORMATION		
Name: John Miller, TSG Ski & Golf LLC		**E-mail Address:** johnmiller@telski.com
Mailing Address: 565 Mountain Village BLVD		**Phone:** 970-708-2366
City: Mountain Village	**State:** CO	**Zip Code:** 81435
Mountain Village Business License Number:		
PROPERTY INFORMATION		
Physical Address: Lots 122, 123, and OS-1R2		**Acreage:** Total: 0.867 Acres
Zone District: VC and Open Space	**Zoning Designations:**	**Density Assigned to the Lot or Site:** N/A
Legal Description: OS1R2- A TRACT OF LAND LYING IN THE SW QUARTER OF THE SE QUARTER OF SECTION 34 T43N R9W NMPM SMC CO DESCRIBED ACTIVE OPEN SPACE TRACT OS 1R2 TMV PL BK 1 PG 3869 OCT 12 2007 CONT 0.62 ACRES; Lot 122, Lot 123		
Existing Land Uses: Vacant		
Proposed Land Uses: Surface Parking		
OWNER INFORMATION		
Property Owner: TSG Ski & Golf LLC		**E-mail Address:** johnmiller@telski.com
Mailing Address: 565 Mountain Village Blvd		**Phone:** 970-708-2366
City: Mountain Village	**State:** CO	**Zip Code:** 81435
DESCRIPTION OF REQUEST		
Please see attached Narrative.		

CONDITIONAL USE PERMIT APPLICATION

PLANNING & DEVELOPMENT SERVICES
455 Mountain Village Blvd. Suite A
Mountain Village, CO 81435
970-728-1392
970-728-4342 Fax
cd@mtnvillage.org

OWNER/APPLICANT ACKNOWLEDGEMENT OF RESPONSIBILITIES

I, TSG Ski & Golf LLC / Chuck Horning, the owner of Lot OS-1R2, 122 and 123 (the "Property") hereby certify that the statements made by myself and my agents on this application are true and correct. I acknowledge that any misrepresentation of any information on the application submittal may be grounds for denial of the development application or the imposition of penalties and/or fines pursuant to the Community Development Code. We have familiarized ourselves with the rules, regulations and procedures with respect to preparing and filing the development application. We agree to allow access to the proposed development site at all times by members of Town staff, DRB and Town Council. We agree that if this request is approved, it is issued on the representations made in the development application submittal, and any approval or subsequently issued building permit(s) or other type of permit(s) may be revoked without notice if there is a breach of representations or conditions of approval. By signing this acknowledgement, I understand and agree that I am responsible for the completion of all required on-site and off-site improvements as shown and approved on the final plan(s) (including but not limited to: landscaping, paving, lighting, etc.). We further understand that I (we) are responsible for paying Town legal fees and other fees as set forth in the Community Development Code.

_____

Signature of Owner Date

_____

Signature of Applicant/Agent Date

OFFICE USE ONLY	
Fee Paid:	**By:**
	Planner:

CONDITIONAL USE PERMIT APPLICATION

PLANNING & DEVELOPMENT SERVICES
455 Mountain Village Blvd. Suite A
Mountain Village, CO 81435
970-728-1392
970-728-4342 Fax
cd@mtnvillage.org

OWNER AGENT AUTHORIZATION FORM

I have reviewed the application and hereby authorize*(insert agent name)* John Miller of *(insert agent's business name)* TSG Ski & Golf LLC to be and to act as my designated representative and represent the development application through all aspects of the development review process with the Town of Mountain Village.

_____ _____

(Signature) (Date)

_____

(Printed name)

CONDITIONAL USE PERMIT APPLICATION

PLANNING & DEVELOPMENT SERVICES
455 Mountain Village Blvd. Suite A
Mountain Village, CO 81435
970-728-1392
970-728-4342 Fax
cd@mtnvillage.org

HOA APPROVAL LETTER

I, (*print name*) _____, the HOA president of property located at

_____, provide this letter as written approval of the plans dated _____ which have been submitted to the Town of Mountain Village Planning & Development Services Department for the proposed improvements to be completed at the address noted above. I understand that the proposed improvements include (*indicate description of proposed improvements below*):

_____ _____
(Signature) (Date)

_____
(Title)

Conditional Use Permit Narrative – Temporary Parking Lot

Lots 122, 123, and OS-1R2
Town of Mountain Village, Colorado
Applicant: John Miller, Telluride Ski & Golf LLC
Property Owner: Telluride Ski & Golf LLC
Date: 5/15/2025

Project Summary

This application is submitted to request a Conditional Use Permit (CUP) for the establishment of a temporary surface parking lot on Lots 122, 123, and OS-1R2 within the Town of Mountain Village. The purpose of the proposed temporary parking lot is to address the loss of TSG employee parking in the Mountain Village due to the construction of the Four Seasons Development.

Although the proposed use is temporary in nature, due to the topography of the site it will necessitate grading to meet parking design requirements. The proposed parking site will be improved to a safe and functional standard using removable materials, with erosion control and dust mitigation measures in place. While TSG understands that this largely impacts TSG employees as it relates to parking, there are also implications for Gondola Parking Garage demand and supply with the loss of the surface parking pond lot. Because of this, TSG is requesting that this Conditional Use Permit be granted or a period of 5 years. It should be noted that Lots 122 and 123 are designated for future hotel development so this parking use would ultimately be temporary given the future development of these sites per the TMV Comprehensive Plan.

Lighting is not proposed for the temporary employee parking lot on Lots 122, 123, and OS-1R2 because the lot will primarily serve employees who are familiar with the area and accustomed to navigating it under varying conditions. While the lot may be used during early morning or evening hours, the low traffic volume, limited duration of use, and temporary nature of the installation do not warrant the visual and environmental impacts associated with installing lighting. In addition, the site is in close proximity to existing light sources along adjacent roadways and buildings, which provide sufficient ambient lighting for basic visibility. Avoiding new lighting also aligns with the Town of Mountain Village's dark-sky goals and helps minimize potential disturbance to surrounding residential areas and open space.

TSG is proposing the installation of a paved apron at the entrance to the temporary parking lot to reduce dust, control sediment runoff, and maintain a clean transition between the lot and the public roadway. However, paving the entire lot is not proposed due to the temporary nature of the use. Full paving would require significant investment and site disturbance for a parking facility that is not intended to be permanent. Instead, the lot will be surfaced with gravel or other pervious, removable materials that provide adequate vehicle access while minimizing environmental impact and allowing for easy restoration of the site once the temporary use concludes.

Pedestrian connectivity between the temporary parking lot on Lots 122, 123, and OS-1R2 and the Mountain Village Core will be provided via an existing hiking trail that leads directly from the site into the core area.

This trail offers a convenient and direct route for employees walking to and from the lot. While the existing trail is functional, minor improvements are proposed to enhance safety and accessibility for regular daily use. These improvements may include selective trail widening, resurfacing with compacted gravel or similar material, and minor grading to ensure a stable and walkable surface in all weather conditions. These enhancements will maintain the natural character of the trail while ensuring that it is suitable for regular commuter use throughout the duration of the parking lot's operation.

Property Description

Lot 122 & Lot 123 are currently vacant and are zoned Village Center. OS-1R2 surrounds Lots 122 & 123 entirely and is designated as Active Open Space. The lots are located along Country Club Drive and slope towards the west. While the proposed parking is more remote than the existing pond lot, it is located adjacent to The Peaks to allow for easy access to the Mountain Village Core via the existing dirt path.

Proposed Use Details

- Duration of Use: TSG is proposing this use be granted approval for 5 years.
- Parking Capacity: 33 proposed parking spaces for employee vehicles.
- Surface Treatment: Temporary gravel or matting surface, no permanent paving.
- Lighting: No lighting is proposed for this parking area.
- Access: Access is proposed from Country Club Blvd
- Signage: Signage specifying that the parking area is for TSG Employees only is proposed. Proposed as a 1'x2' sign to be located at the entrance to the parking area with simple lettering and TSG Logo.

Compliance with CDC Conditional Use Criteria

In accordance with CDC Section 17.4.14, this proposal meets the following required findings:
Consistency with Comprehensive Plan: The use supports community mobility and seasonal capacity objectives. It aligns with goals to reduce congestion, improve access, and support resort operations.

Compatibility with Surrounding Uses:

The temporary parking lot is adjacent to a mix of residential and resort properties. The proposed use is seasonal, unobtrusive, and mitigated to minimize impacts on neighbors.

Adequate Public Infrastructure:

The site has safe access to the public road network and will not burden utility services. No water or sewer connections are required.

Design Compatibility:

Temporary surface materials and signage will be visually subdued and compatible with surrounding natural and built environments.

Traffic and Pedestrian Safety:

Traffic flow will be managed through site signage and layout. There will be adequate ingress/egress for vehicles, and safe pedestrian access to nearby sidewalks or trails.

Temporary Nature:

The CUP is sought specifically for a limited-term use.

Community Benefits

Helps alleviate GPG and other parking garage congestion during high-demand seasons.
Reduces unauthorized parking.
Preserves long-term land use integrity by avoiding permanent development.

Conclusion

The applicant respectfully requests approval of this Conditional Use Permit to allow for a temporary surface parking lot on Lots 122, 123, and OS-1R2. The proposed use is consistent with the Town of Mountain Village's goals for sustainable, seasonal capacity management and minimizes environmental and community impacts. The applicant is committed to working with Town staff to ensure proper installation, monitoring, and timely restoration of the lots.



LEGEND

- WV — WATER VALVE
- FIRE HYDRANT
- (S) — SEWER MANHOLE
- FOUND 1-1/2" ALUMINUM CAP ON 5/8" REBAR, L.S. 24966
- FOUND 1-1/2" ALUMINUM CAP ON 5/8" REBAR, ILLEGIBLE
- FOUND 1-1/2" ALUMINUM CAP ON 5/8" REBAR, L.S. 20632

SCALE: 1"=16'

0 4 8 12 16 32

This Existing Conditions Plan of Lot 122, Lot 123, and Tract OS-1R-2, Town of Mountain Village, was prepared on October 21, 2022 under the direct responsibility, supervision and checking of Jeffrey C. Haskell of Foley Associates, Inc., being a Colorado Licensed Surveyor. It does not constitute a Land Survey Plat or Improvement Survey Plat as defined by section 38-51-102 C.R.S.

P.L.S. NO. 37970 *Date*

LEGAL DESCRIPTION:

LOT 122, TELLURIDE MOUNTAIN VILLAGE, FILING 1, ACCORDING TO THE REPLAT AND REZONING OF LOT 122 OF TELLURIDE MOUNTAIN VILLAGE, FILING 1, RECORDED OCTOBER 7, 1992 IN PLAT BOOK 1 AT PAGE 1367,

COUNTY OF SAN MIGUEL, STATE OF COLORADO.

LOT 123, TELLURIDE MOUNTAIN VILLAGE, FILING 1, ACCORDING TO THE PLAT RECORDED MARCH 9, 1984 IN PLAT BOOK 1 AT PAGE 476,

COUNTY OF SAN MIGUEL, STATE OF COLORADO.

NOTES:

1. Easement research and legal description from Land Title Guarantee Company, Order No. ABS86013342, dated October 06, 2022 at 5:00 P.M.

2. According to FEMA Flood Insurance Rate Map 08113C0287-D, dated September 30, 1992, this parcel is within Zone X; Areas determined to be outside 500-year flood plain.

3. BASIS OF BEARINGS: Found monuments along the Northern boundary of Lot 123, as shown hereon, assumed to have the record bearing of N 52°00'00" E according to Plat Book 1 at page 476.

4. Benchmark: Control Point "CP BASE", also the Southwest corner of Lot 123, as shown hereon, with an elevation of 9449.67 feet.

5. Contour interval is two feet.

6. All trees shown hereon are Aspen trees labeled with diameter at chest height, unless otherwise noted. Only trees 4" or greater in diameter are shown hereon.

7. Slopes 30% or greater are shown hereon.

8. Underground utility locates have not been painted at the time of this survey. Utility locates should be performed by respective providers before any construction.

9. Foley Associates, Inc. is not aware of any wetland areas located on these lots, but a wetland delineation was not performed as part of this survey.

10. Per Exception No. 20 of the TBD Commitment referenced above, "ANY LOSS OR DAMAGE RESULTING FROM A LACK OF ACCESS TO AND FROM SUBJECT PROPERTY AS A RESULT OF TSG SKI & GOLF, LLC, A DELAWARE LIMITED LIABILITY COMPANY NO LONGER OWNING BOTH THE SUBJECT PROPERTY AND THE ADJACENT OPEN SPACE TRACT OS-1R-2. ACCESS TO AND FROM SUBJECT PROPERTY IS DEPENDENT UPON COMMON OWNERSHIP OF SUBJECT PROPERTY AND OPEN SPACE TRACT OS-1R-2.

NOTE: THERE HAVE BEEN NO RECORDED RIGHTS ACROSS TRACT OS-1 OR TRACT OS-1R-2 FROM SUBJECT PROPERTY TO COUNTRY CLUB DRIVE."

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

EXISTING CONDITIONS PLAN

Lots 122 and 123 and Tract OS-1R-2, Town of Mountain Village, San Miguel County, Colorado.

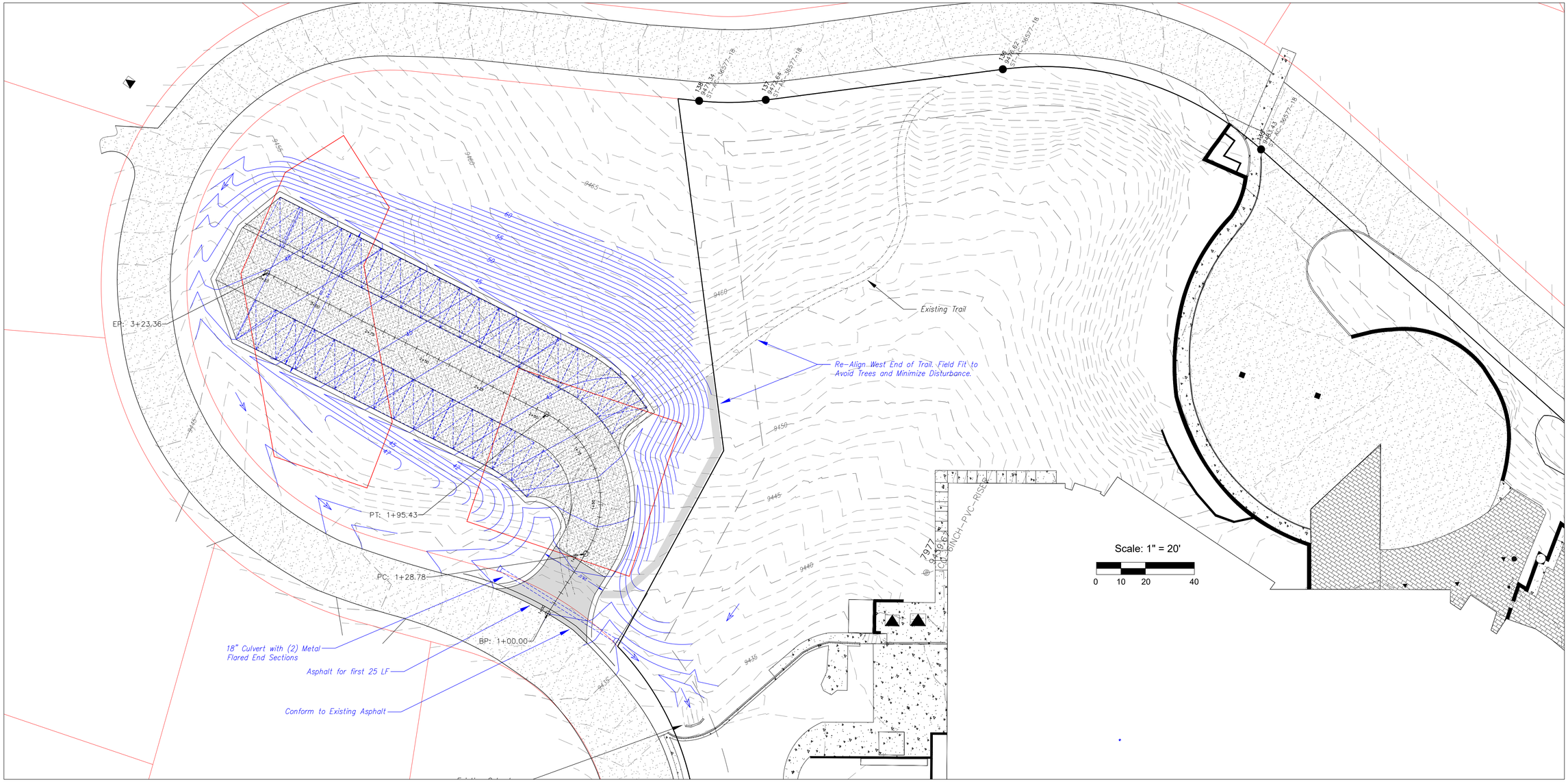
Project Mgr:	JH
Technician:	MC
Technician:	
Checked by:	KB
Start date:	10/21/2022

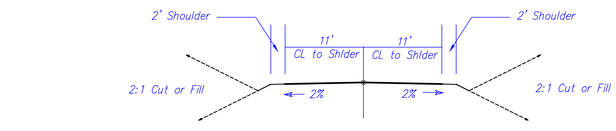
Rev.	description	date	by

FOLEY ASSOCIATES, INC.
ENGINEERING · PLANNING · SURVEYING
970-728-6153 970-728-6050 fax
P.O. BOX 1385
125 W. PACIFIC, SUITE B-1
TELLURIDE, COLORADO 81435

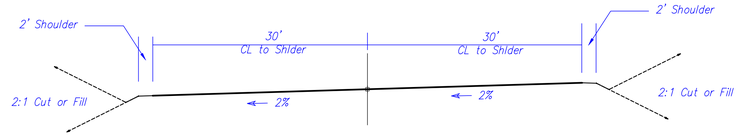
Drawing path: dwg\02021 EC Plan 10-22 (Lots 122 and 123).dwg | Sheet1 of 1 | Project #: 02021

P:\Jobs\JOBS\2022\02021\dwg\02021 EC Plan 10-22 (Lots 122 and 123).dwg, 11/17/2022 9:19:35 AM, PC3





Road In



Parking Lot

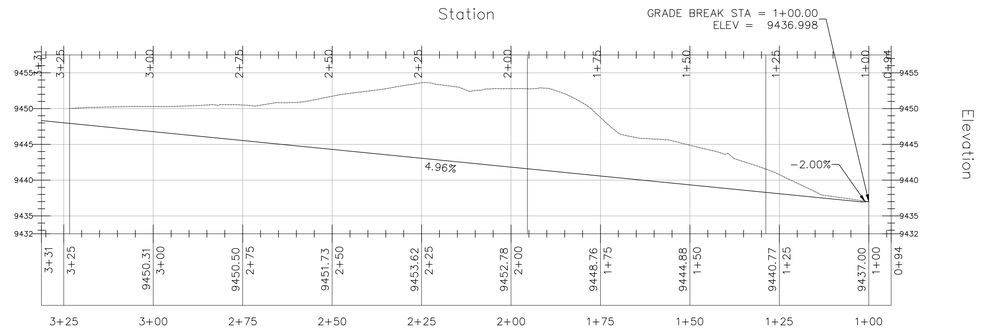
Road Templates

Scale: 1" = 20'

0 10 20 40

2x Vert. Exaggeration

Parking Lot Profile



Uncompahgre Engineering, LLC

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

SUBMISSIONS:

SUBMITTAL	2025-05-14

Lots 122 & 123
Country Club Dr.
Mtn. Village, CO

COLORADO LICENSED
Daniel Wilson
39645
05-14-25
PROFESSIONAL ENGINEER

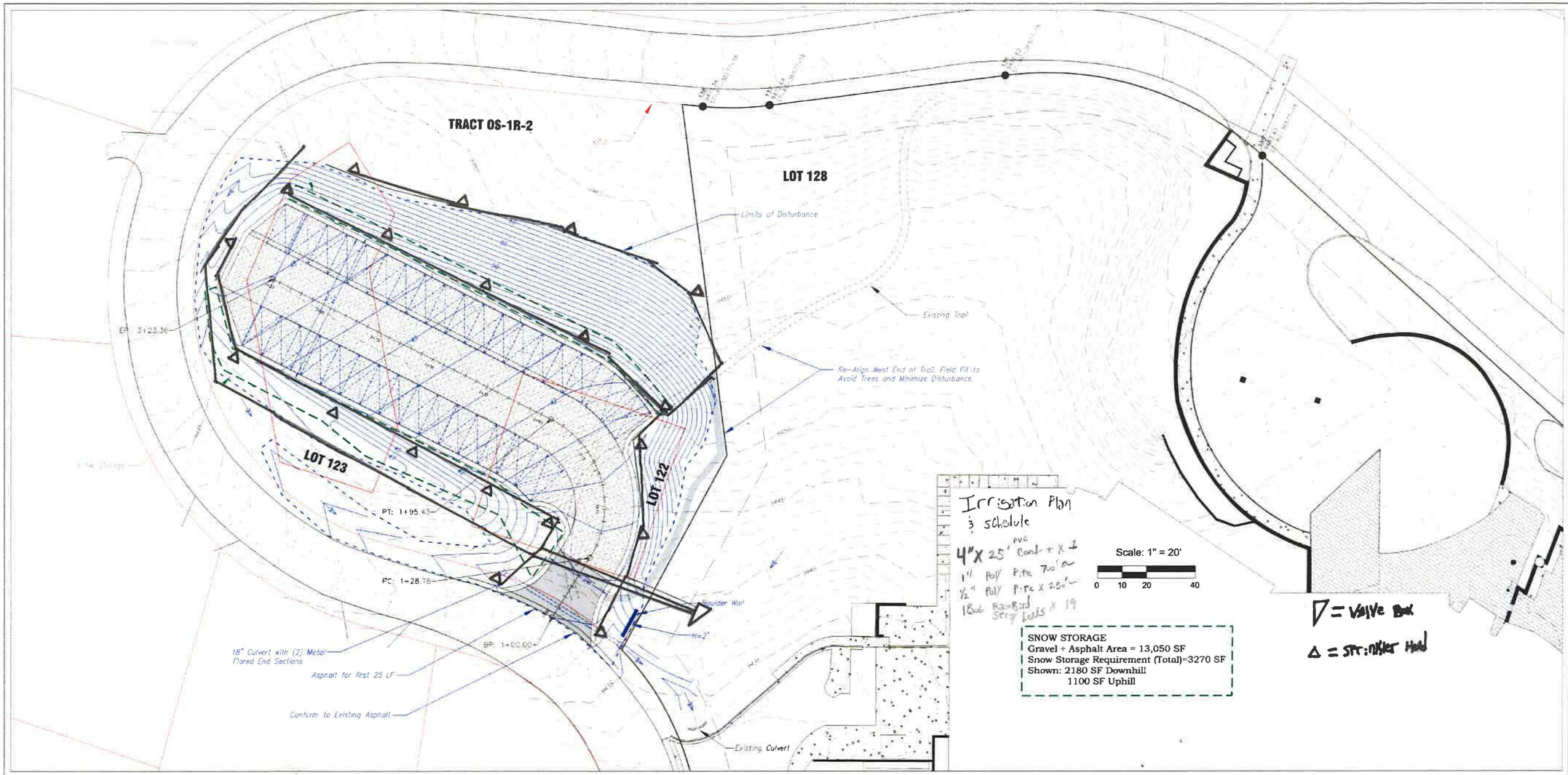
NOT FOR CONSTRUCTION

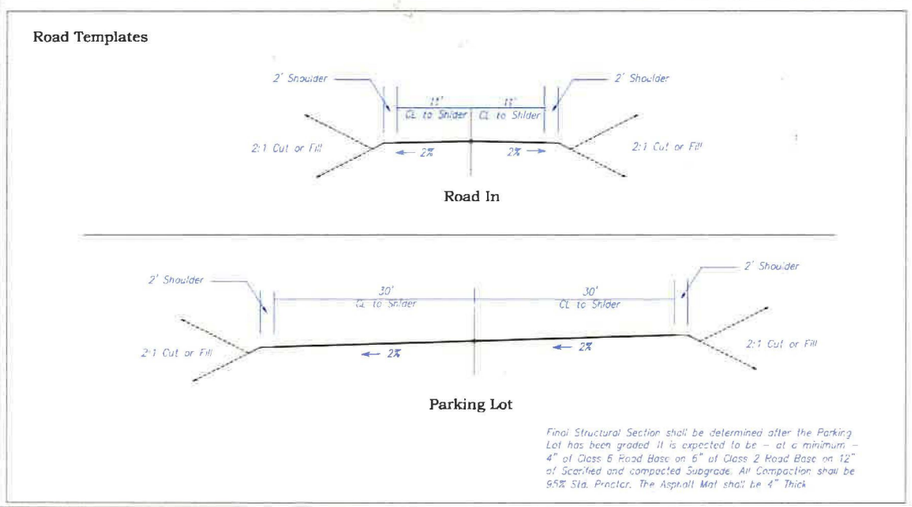
CONTRACTOR TO REVIEW AND COMPARE ALL CHAPTERS AND INTERDISCIPLINARY DRAWINGS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO ANY FIELD WORK BEING DONE IN ACCORDANCE WITH AIA DOCUMENT A201

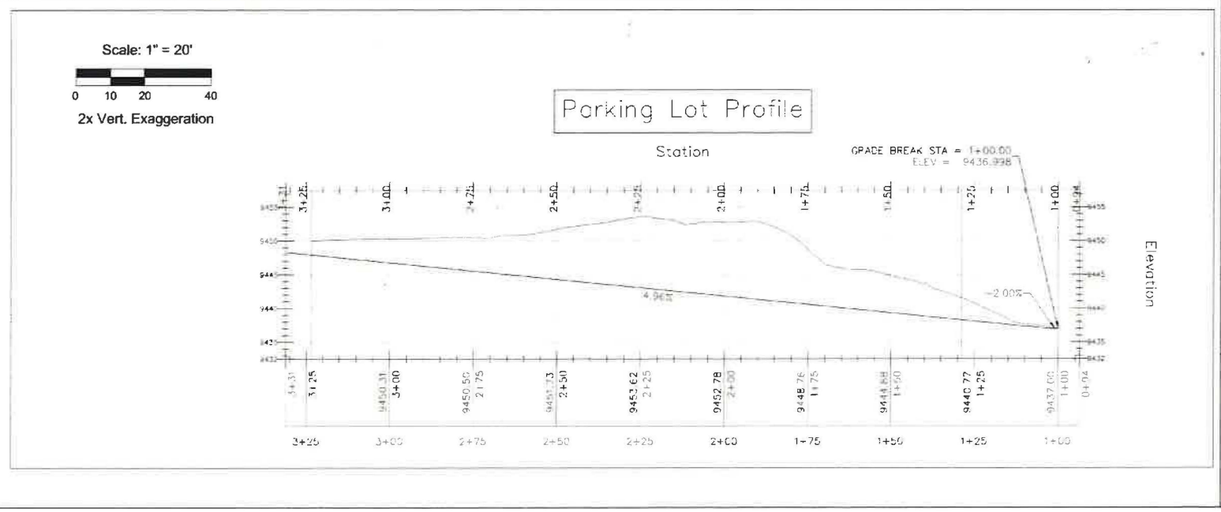
Parking Plan

18'-24'-18'
33 Spaces

C2.1







Uncompahgre Engineering, LLC

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

SUBMISSIONS:

SUBM TTAL 2025-05-25

Irrigation

Lots 122 & 123
Country Club Dr.
Mtn. Village, CO

COLORADO LICENSED PROFESSIONAL ENGINEER 05-28-25

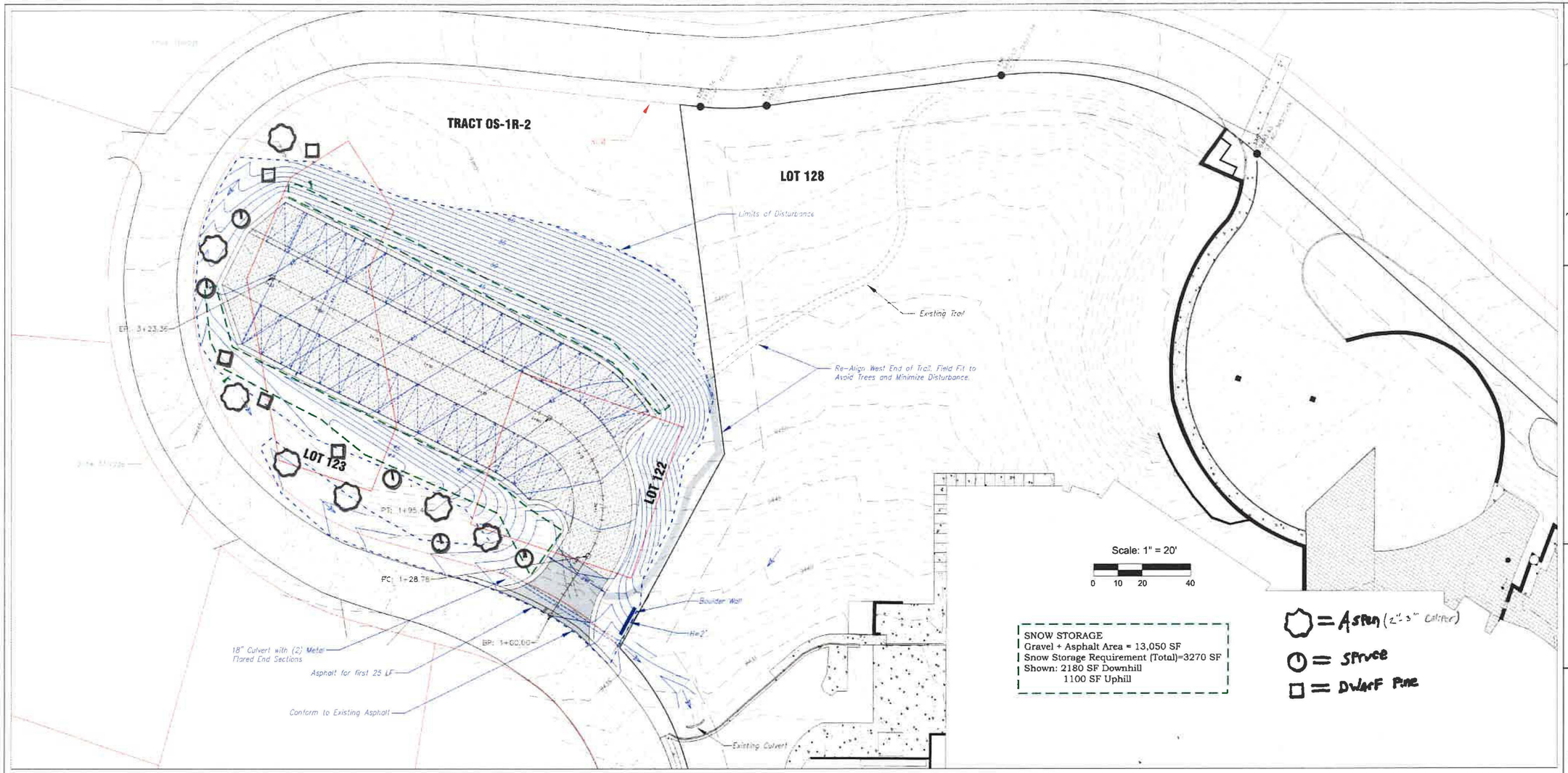
NOT FOR CONSTRUCTION

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

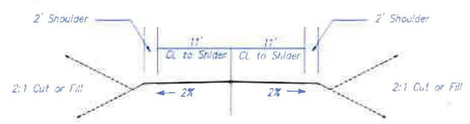
Site Plan
with
No Trees
Displayed

18'-24'-18'
33 Spaces

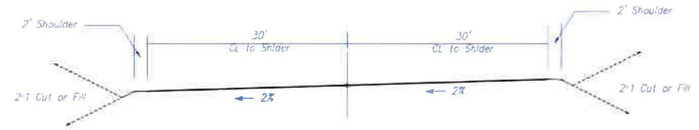
C2.1



Road Templates



Road In

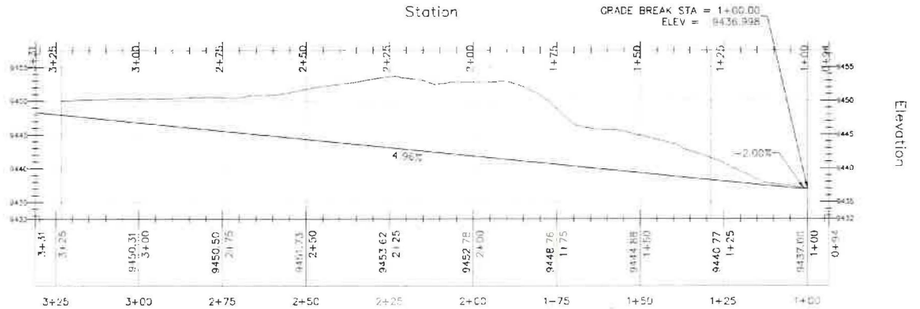


Parking Lot

Final Structural Section shall be determined after the Parking Lot has been graded. It is expected to be – at a minimum – 4" of Class 6 Road Base on 6" of Class 2 Road Base on 12" of Scarified and compacted Subgrade. All Compaction shall be 95% Std. Proctor. The Asphalt Mat shall be 4" Thick

Scale: 1" = 20'
0 10 20 40
2x Vert. Exaggeration

Parking Lot Profile



Uncompahgre Engineering, LLC

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

SUBMISSIONS:

SUBMITTAL 2025-05-25

Planting Plan

Lots 122 & 123
Country Club Dr.
Mtn. Village, CO

COLORADO LICENSED PROFESSIONAL ENGINEER 38245 05-28-25 NOT FOR CONSTRUCTION

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

Site Plan
with
No Trees
Displayed

18'-24'-18'
33 Spaces

C2.1

INVOICE

Land Title Guarantee Company
191 S PINE ST #1C, PO BOX 277
TELLURIDE, CO 81435
970-728-1023

TSG SKI & GOLF, LLC
JOHN MILLER
565 MOUNTAIN VILLAGE BLVD.
MOUNTAIN VILLAGE, CO 81435

Reference

Your Reference Number:	TBD Commitment - 86013342
Our Order Number:	TL-5001
Our Customer Number:	88928.1
Invoice Requested by:	JOHN MILLER
Invoice (Process) Date:	October 12, 2022
Transaction Invoiced By:	Web Services
Email Address:	system@ltgc.com

Invoice Number: TL-5001 Date: October 12, 2022

Order Number: 86013342

Property Address: (VACANT - LOTS 122 AND 123) COUNTRY CLUB DRIVE MOUNTAIN VILLAGE 81435

Parties: A Buyer To Be Determined

Invoice Charges

Service:	TBD Commitment	$260.00
Ref:	86013342	
Addr:	(VACANT - LOTS 122 AND 123) COUNTRY CLUB DRIVE	
Party:	TSG SKI & GOLF, LLC, A DELAWARE LIMITED LIABILITY COMPANY	
		$260.00
Total Amount Invoiced:		$0.00
Less Payment(s):		$260.00
Balance Due:		

Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.
Please reference **Invoice Number TL-5001** on your Payment

invoice.odt 14420 07/2015 07/30/13 11:06:43 AM

Land Title Guarantee Company
Customer Distribution

PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **ABS86013342** Date: **10/12/2022**

Property Address: **(VACANT - LOTS 122 AND 123) COUNTRY CLUB DRIVE, MOUNTAIN VILLAGE, CO 81435**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

For Title Assistance

George Rietsch
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4151 (Work)
grietsch@ltgc.com

Seller/Owner
TSG SKI & GOLF, LLC
Attention: JOHN MILLER
(970) 708-2366 (Cell)
(970) 728-7590 (Work)
johnmiller@telluridеskiresort.com
Delivered via: Electronic Mail

Land Title Guarantee Company
Estimate of Title Fees

Order Number: **ABS86013342** Date: **10/12/2022**

Property Address: **(VACANT - LOTS 122 AND 123) COUNTRY CLUB DRIVE, MOUNTAIN VILLAGE, CO 81435**

Parties: **A BUYER TO BE DETERMINED**

TSG SKI & GOLF, LLC, A DELAWARE LIMITED LIABILITY COMPANY

Visit Land Title's Website at **www.ltgc.com** for directions to any of our offices.

Estimate of Title insurance Fees	
"TBD" Commitment	$260.00
	Total $260.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

San Miguel county recorded 01/19/2017 under reception no. 446076

Plat Map(s):

San Miguel county recorded 03/09/1984 at book 1 page 476

San Miguel county recorded 10/07/1992 at book 1 page 1367

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABS86013342

Property Address:

(VACANT - LOTS 122 AND 123) COUNTRY CLUB DRIVE, MOUNTAIN VILLAGE, CO 81435

1. **Effective Date:**

   10/06/2022 at 5:00 P.M.

2. **Policy to be Issued and Proposed Insured:**

   "TBD" Commitment $0.00
   Proposed Insured:
   A BUYER TO BE DETERMINED

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

   A FEE SIMPLE

4. **Title to the estate or interest covered herein is at the effective date hereof vested in:**

   TSG SKI & GOLF, LLC, A DELAWARE LIMITED LIABILITY COMPANY

5. **The Land referred to in this Commitment is described as follows:**

   LOT 122, TELLURIDE MOUNTAIN VILLAGE, FILING 1, ACCORDING TO THE REPLAT AND REZONING OF LOT 122 OF TELLURIDE MOUNTAIN VILLAGE, FILING 1, RECORDED OCTOBER 7, 1992 IN PLAT BOOK 1 AT PAGE **1367**, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

   LOT 123, TELLURIDE MOUNTAIN VILLAGE, FILING 1, ACCORDING TO THE PLAT RECORDED MARCH 9, 1984 IN PLAT BOOK 1 AT PAGE **476**, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABS86013342

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR TSG SKI & GOLF, LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED MARCH 24, 2021 AT RECEPTION NO. **469031** IS CURRENT.

   NOTE: SAID INSTRUMENT DISCLOSES M. C. HORNING, JR. AS THE MANAGER AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

2. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR TSG SKI & GOLF, LLC, A DELAWARE LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

   NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

3. WARRANTY DEED FROM TSG SKI & GOLF, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

4. EVIDENCE SATISFACTORY TO LAND TITLE GUARANTEE COMPANY THAT THE TERMS, CONDITIONS AND PROVISIONS OF THE TELLURIDE MOUNTAIN VILLAGE OWNER'S ASSOCIATION REAL ESTATE TRANSFER ASSESSMENT HAVE BEEN SATISFIED OR THAT AN EXEMPTION HAS BEEN GRANTED.

   NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABS86013342

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. ALL LEASES AND TENANCIES, IF ANY.
9. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE FOLLOWING PLATS:
   #1 - TELLURIDE MOUNTAIN VILLAGE, FILING 1 RECORDED MARCH 9, 1984 IN PLAT BOOK 1 AT PAGE 476, AND TECHNICAL AMENDMENT CONCERNING DENSITY RECORDED FEBRUARY 12, 1990 IN BOOK 462 AT PAGE 759,
   #2 - REPLAT AND REZONING OF LOT 122 OF TELLURIDE MOUNTAIN VILLAGE, FILING 1 RECORDED OCTOBER 7, 1992 IN PLAT BOOK 1 AT PAGE 1367,
   #3 - PLAT OF THE TOWN OF MOUNTAIN VILLAGE RECORDED OCTOBER 6, 1995 IN PLAT BOOK 1 AT PAGE 1918 AND OFFICIAL LAND USE AND DENSITY ALLOCATION FOR ALL LAND WITHIN THE TOWN OF MOUNTAIN VILLAGE, COLORADO RECORDED OCTOBER 6, 1995 IN BOOK 551 AT PAGE 485 AND AS AMENDED IN INSTRUMENT RECORDED JUNE 25, 2009 UNDER RECEPTION NO. 407544,
   #4 - TOWN OF MOUNTAIN VILLAGE RECORDED JULY 24, 1996 IN PLAT BOOK 2 AT PAGE 2073, AND
   #5 - THE TOWN OF MOUNTAIN VILLAGE OFFICIAL TOWN PLAT RECORDED SEPTEMBER 8, 1997 IN PLAT BOOK 1 AT PAGE 2281 AND THE TOWN OF MOUNTAIN VILLAGE OFFICIAL LOT LIST RECORDED SEPTEMBER 8, 1997 IN BOOK 586 AT PAGE 548.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABS86013342

10. RESTRICTIVE COVENANTS, FOR MOUNTAIN VILLAGE, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED MARCH 9, 1984 IN BOOK 409 AT PAGE **714**, AS AMENDED OR SUPPLEMENTED. AMENDED AND RESTATED GENERAL DECLARATION RECORDED DECEMBER 11, 2002 UNDER RECEPTION NO. **353668**. FIRST AMENDMENT TO THE AMENDED AND RESTATED GENERAL DECLARATION RECORDED DECEMBER 09, 2009 UNDER RECEPTION NO. **410160**. SECOND AMENDMENT TO THE AMENDED AND RESTATED GENERAL DECLARATION RECORDED MARCH 19, 2012 UNDER RECEPTION NO. **422188**.

    NOTE: UNDER THE GENERAL NOTES ON THE PLAT OF TELLURIDE MOUNTAIN VILLAGE RECORDED MARCH 9, 1984 IN PLAT BOOK 1 AT PAGE **476** THE TELLURIDE COMPANY RESERVES THE RIGHT TO IMPOSE ADDITIONAL RESTRICTIVE COVENANTS ON ALL LOTS IN ADDITION TO THE ONES DESCRIBED HEREIN.

    NOTICE REGARDING CONTACT INFORMATION AND REAL ESTATE TRANSFER ASSESSMENT RECORDED MAY 25, 2011 UNDER RECEPTION NO. **418209**.

11. TERMS, CONDITIONS AND PROVISIONS OF NOTICE OF WATER AND SEWER TAP FEE PAYMENT RECORDED APRIL 14, 1987 IN BOOK 435 AT PAGE **603**, TAP FEE AGREEMENT RECORDED MAY 29, 1992 IN BOOK 492 AT PAGE **991**, AND BY FIRST AMENDMENT TO TAP FEE AGREEMENT RECORDED DECEMBER 18, 1996 IN BOOK 573 AT PAGE **237**, AND AS ASSIGNED BY TAP FEE ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED APRIL 29, 1999, UNDER RECEPTION NO. **326037**.

12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN UNDERGROUND PARKING AMENDMENT RECORDED JULY 21, 1989 IN BOOK 455 AT PAGE **550**.

13. TERMS, CONDITIONS AND PROVISIONS OF FACILITIES, WATER RIGHTS AND EASEMENT AGREEMENT RECORDED APRIL 27, 1992 IN BOOK 491 AT PAGE **359** AND AS AMENDED IN INSTRUMENT RECORDED NOVEMBER 13, 1992 IN BOOK 501 AT PAGES **433** AND **437** AND AS AMENDED IN INSTRUMENT RECORDED APRIL 26, 1993 IN BOOK 510 AT PAGE **8** AND AS AMENDED IN INSTRUMENT RECORDED APRIL 26, 1993 IN BOOK 510 AT PAGE **11** AND AS AMENDED IN INSTRUMENT RECORDED OCTOBER 24, 1996 IN BOOK 569 AT PAGE **668**.

14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TOWN OF MOUNTAIN VILLAGE EMPLOYEE HOUSING RESTRICTION RECORDED SEPTEMBER 08, 1997 IN BOOK 586 AT PAGE **575** AND AS AMENDED IN INSTRUMENT RECORDED OCTOBER 12, 1999 UNDER RECEPTION NO. **329779**.

15. RESERVATION BY THE TELLURIDE COMPANY OF ALL OF THE RIGHTS TO MINERAL AND OIL, GAS OR OTHER HYDROCARBONS LOCATED ON, IN OR UNDER THE REAL PROPERTY, WITHOUT ANY RIGHT OF SURFACE ENTRY FOR EXPLORATION, DEVELOPMENT OR EXTRACTION. THE TELLURIDE COMPANY COVENANTS THAT IT WILL NOT MINE, EXTRACT, EXPLORE FOR OR DEVELOP ANY OF THE MINERALS, OIL, GAS OR OTHER HYDROCARBONS LOCATED ON, IN OR UNDER THE REAL PROPERTY, ALL AS CONTAINED IN INSTRUMENT RECORDED SEPTEMBER 23, 1992 IN BOOK 498 AT PAGE **544**.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABS86013342

16. TERMS, CONDITIONS, RESERVATIONS AND PROVISIONS AS CONTAINED IN WARRANTY DEED RECORDED SEPTEMBER 23, 1992 IN BOOK 498 AT PAGE **544**.

17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION #1992-55 APPROVING THE REZONING OF LOTS 28, 122 AND 128, TELLURIDE MOUNTAIN VILLAGE RECORDED OCTOBER 02, 1992 IN BOOK 499 AT PAGE **125**.

18. TERMS, CONDITIONS AND PROVISIONS OF NOTICE FILED BY SAN MIGUEL POWER ASSOCIATION, INC. RECORDED MARCH 18, 1999 UNDER RECEPTION NO. **325020**.

19. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 2006-1215-29 APPROVING A REPLAT, REZONING, DENSITY TRANSFER AND SPECIAL USE PERMIT OF LOTS 122, 123, 128 AND OS-1 RECORDED APRIL 11, 2007 UNDER RECEPTION NO. **391878**.

20. ANY LOSS OR DAMAGE RESULTING FROM A LACK OF ACCESS TO AND FROM SUBJECT PROPERTY AS A RESULT OF TSG SKI & GOLF, LLC, A DELAWARE LIMITED LIABILITY COMPANY NO LONGER OWNING BOTH THE SUBJECT PROPERTY AND THE ADJACENT OPEN SPACE TRACT OS-1R-2. ACCESS TO AND FROM SUBJECT PROPERTY IS DEPENDENT UPON COMMON OWNERSHIP OF SUBJECT PROPERTY AND OPEN SPACE TRACT OS-1R-2.

    NOTE: THERE HAVE BEEN NO RECORDED RIGHTS ACROSS TRACT OS-1 OR TRACT OS-1R-2 FROM SUBJECT PROPERTY TO COUNTRY CLUB DRIVE.

LAND TITLE GUARANTEE COMPANY
DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

(A) The Subject real property may be located in a special taxing district.

(B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).

(C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

(A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.

(B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.

(C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.

(D) The Company must receive payment of the appropriate premium.

(E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

(A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and

(B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

JOINT NOTICE OF PRIVACY POLICY OF LAND TITLE GUARANTEE COMPANY, LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY LAND TITLE INSURANCE CORPORATION AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

  and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Commitment For Title Insurance

Issued by Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements; and
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**

   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. **LIMITATIONS OF LIABILITY**
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      i. comply with the Schedule B, Part I—Requirements;
      ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      iii. acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
   (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
   (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
   (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
   (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
   (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

   The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
8. **PRO-FORMA POLICY**

   The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **ARBITRATION**

   The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880

Craig B. Rants, Senior Vice President

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *President*

Attest *Secretary*

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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INVOICE

Land Title Guarantee Company
191 S PINE ST #1C, PO BOX 277
TELLURIDE, CO 81435
970-728-1023

TSG SKI & GOLF, LLC
JOHN MILLER
565 MOUNTAIN VILLAGE BLVD.
MOUNTAIN VILLAGE, CO 81435

Reference

Your Reference Number:	TBD Commitment - 86013344
Our Order Number:	TL-5002
Our Customer Number:	88929.1
Invoice Requested by:	JOHN MILLER
Invoice (Process) Date:	October 12, 2022
Transaction Invoiced By:	Web Services
Email Address:	system@ltgc.com

Invoice Number: TL-5002 Date: October 12, 2022

Order Number: 86013344

Property Address: (VACANT - TRACT OS-1R-2) COUNTRY CLUB DRIVE MOUNTAIN VILLAGE 81435

Parties: A Buyer To Be Determined

Invoice Charges

Service:	TBD Commitment	$260.00
Ref:	86013344	
Addr:	(VACANT - TRACT OS-1R-2) COUNTRY CLUB DRIVE	
Party:	TSG SKI & GOLF, LLC, A DELAWARE LIMITED LIABILITY COMPANY	
		$260.00
Total Amount Invoiced:		$0.00
Less Payment(s):		$260.00
Balance Due:		

Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.
Please reference **Invoice Number TL-5002** on your Payment

invoice.odt 14420 07/2015 07/30/13 11:06:43 AM

Land Title Guarantee Company
Customer Distribution

PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **ABS86013344** Date: **10/12/2022**

Property Address: **(VACANT - TRACT OS-1R-2) COUNTRY CLUB DRIVE, MOUNTAIN VILLAGE, CO 81435**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

For Title Assistance
George Rietsch
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4151 (Work)
grietsch@ltgc.com

Seller/Owner
TSG SKI & GOLF, LLC
Attention: JOHN MILLER
(970) 708-2366 (Cell)
(970) 728-7590 (Work)
johnmiller@telluridеskiresort.com
Delivered via: Electronic Mail

Land Title Guarantee Company
Estimate of Title Fees

Order Number: **ABS86013344** Date: **10/12/2022**

Property Address: **(VACANT - TRACT OS-1R-2) COUNTRY CLUB DRIVE, MOUNTAIN VILLAGE, CO 81435**

Parties: **A BUYER TO BE DETERMINED**

TSG SKI & GOLF, LLC, A DELAWARE LIMITED LIABILITY COMPANY

Visit Land Title's Website at **www.ltgc.com** for directions to any of our offices.

Estimate of Title insurance Fees	
"TBD" Commitment	$260.00
	Total $260.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

San Miguel county recorded 02/18/2004 under reception no. 364206

Plat Map(s):

San Miguel county recorded 10/12/2007 at book 1 page 3869

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABS86013344

Property Address:

(VACANT - TRACT OS-1R-2) COUNTRY CLUB DRIVE, MOUNTAIN VILLAGE, CO 81435

1. **Effective Date:**

   10/06/2022 at 5:00 P.M.

2. **Policy to be Issued and Proposed Insured:**

   "TBD" Commitment $0.00
   Proposed Insured:
   A BUYER TO BE DETERMINED

3. **The estate or interest in the land described or referred to in this Commitment and covered herein is:**

   A FEE SIMPLE

4. **Title to the estate or interest covered herein is at the effective date hereof vested in:**

   TSG SKI & GOLF, LLC, A DELAWARE LIMITED LIABILITY COMPANY

5. **The Land referred to in this Commitment is described as follows:**

   TRACT OS-1R-2, TOWN OF MOUNTAIN VILLAGE, ACCORDING TO THE REPLAT OF LOTS 118, 126, 130, 152A, 152B, 152C AND TRACT OS-1, TOWN OF MOUNTAIN VILLAGE RECORDED OCTOBER 12, 2007 IN PLAT BOOK 1 AT PAGE **3869**, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: ABS86013344

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. PARTIAL RELEASE OF DEED OF TRUST DATED JULY 10, 1998 FROM TELLURIDE SKI & GOLF COMPANY, A COLORADO LIMITED PARTNERSHIP, AND THE TELLURIDE COMPANY, A COLORADO CORPORATION AND THE MOUNTAIN VILLAGE, INC., A COLORADO CORPORATION TO THE PUBLIC TRUSTEE OF SAN MIGUEL COUNTY FOR THE USE OF U.S. BANK NATIONAL ASSOCIATION, F/K/S COLORADO NATIONAL BANK TO SECURE THE SUM OF $25,000,000.00 RECORDED JULY 10, 1998, UNDER RECEPTION NO. **319935**, AS AMENDED.
2. PARTIAL RELEASE OF DEED OF TRUST DATED JULY 10, 1998 FROM TELLURIDE SKI & GOLF COMPANY, A COLORADO LIMITED PARTNERSHIP, AND THE TELLURIDE COMPANY, A COLORADO CORPORATION AND THE MOUNTAIN VILLAGE, INC., A COLORADO CORPORATION TO THE PUBLIC TRUSTEE OF SAN MIGUEL COUNTY FOR THE USE OF U.S. BANK NATIONAL ASSOCIATION, F/K/S COLORADO NATIONAL BANK TO SECURE THE SUM OF $25,000,000.00 RECORDED JULY 10, 1998, UNDER RECEPTION NO. **319936**, AS AMENDED.
3. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR TSG SKI & GOLF, LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED MARCH 24, 2021 AT RECEPTION NO. **469031** IS CURRENT.

   NOTE: SAID INSTRUMENT DISCLOSES M.C. HORNING, JR. AS THE MANAGER AND BILL JENSEN AS THE AUTHORIZED AGENT AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.
4. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR TSG SKI & GOLF, LLC, A DELAWARE LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

   NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.
5. WARRANTY DEED FROM TSG SKI & GOLF, LLC, A DELAWARE LIMITED LIABILITY COMPANY TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.
6. EVIDENCE SATISFACTORY TO THE COMPANY THAT THE TERMS, CONDITIONS AND PROVISIONS OF THE TELLURIDE MOUNTAIN VILLAGE OWNERS ASSOCIATION REAL ESTATE TRANSFER ASSESSMENT HAVE BEEN SATISFIED.

   NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABS86013344

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
6. **(a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
7. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
8. ALL LEASES AND TENANCIES, IF ANY.
9. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE FOLLOWING PLATS:
   #1 - TELLURIDE MOUNTAIN VILLAGE, FILING 1 RECORDED MARCH 9, 1984 IN PLAT BOOK 1 AT PAGE 476, AND TECHNICAL AMENDMENT CONCERNING DENSITY RECORDED FEBRUARY 12, 1990 IN BOOK 462 AT PAGE 759,
   #2 - PLAT OF THE TOWN OF MOUNTAIN VILLAGE RECORDED OCTOBER 6, 1995 IN PLAT BOOK 1 AT PAGE 1918 AND OFFICIAL LAND USE AND DENSITY ALLOCATION FOR ALL LAND WITHIN THE TOWN OF MOUNTAIN VILLAGE, COLORADO RECORDED OCTOBER 6, 1995 IN BOOK 551 AT PAGE 485 AND AS AMENDED IN INSTRUMENT RECORDED JUNE 25, 2009 UNDER RECEPTION NO. 407544,
   #3 - TOWN OF MOUNTAIN VILLAGE RECORDED JULY 24, 1996 IN PLAT BOOK 2 AT PAGE 2073, AND
   #4 - THE TOWN OF MOUNTAIN VILLAGE OFFICIAL TOWN PLAT RECORDED SEPTEMBER 8, 1997 IN PLAT BOOK 1 AT PAGE 2281 AND THE TOWN OF MOUNTAIN VILLAGE OFFICIAL LOT LIST RECORDED SEPTEMBER 8, 1997 IN BOOK 586 AT PAGE 548.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABS86013344

10. RESTRICTIVE COVENANTS, FOR MOUNTAIN VILLAGE, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED MARCH 9, 1984 IN BOOK 409 AT PAGE **714**, AS AMENDED OR SUPPLEMENTED. AMENDED AND RESTATED GENERAL DECLARATION RECORDED DECEMBER 11, 2002 UNDER RECEPTION NO. **353668**. FIRST AMENDMENT TO THE AMENDED AND RESTATED GENERAL DECLARATION RECORDED DECEMBER 09, 2009 UNDER RECEPTION NO. **410160**. SECOND AMENDMENT TO THE AMENDED AND RESTATED GENERAL DECLARATION RECORDED MARCH 19, 2012 UNDER RECEPTION NO. **422188**.

    NOTE: UNDER THE GENERAL NOTES ON THE PLAT OF TELLURIDE MOUNTAIN VILLAGE RECORDED MARCH 9, 1984 IN PLAT BOOK 1 AT PAGE **476** THE TELLURIDE COMPANY RESERVES THE RIGHT TO IMPOSE ADDITIONAL RESTRICTIVE COVENANTS ON ALL LOTS IN ADDITION TO THE ONES DESCRIBED HEREIN.

    NOTICE REGARDING CONTACT INFORMATION AND REAL ESTATE TRANSFER ASSESSMENT RECORDED MAY 25, 2011 UNDER RECEPTION NO. **418209**.

11. TERMS, CONDITIONS AND PROVISIONS OF NOTICE OF WATER AND SEWER TAP FEE PAYMENT RECORDED APRIL 14, 1987 IN BOOK 435 AT PAGE **603**, TAP FEE AGREEMENT RECORDED MAY 29, 1992 IN BOOK 492 AT PAGE **991**, AND BY FIRST AMENDMENT TO TAP FEE AGREEMENT RECORDED DECEMBER 18, 1996 IN BOOK 573 AT PAGE **237**, AND AS ASSIGNED BY TAP FEE ASSIGNMENT AND ASSUMPTION AGREEMENT RECORDED APRIL 29, 1999, UNDER RECEPTION NO. **326037**.

12. TERMS, CONDITIONS AND PROVISIONS OF POWERSYSTEM RIGHT-OF-WAY EASEMENT RECORDED MARCH 14, 1990 IN BOOK 463 AT PAGE **818**.

13. TERMS, CONDITIONS AND PROVISIONS OF FACILITIES, WATER RIGHTS AND EASEMENT AGREEMENT RECORDED APRIL 27, 1992 IN BOOK 491 AT PAGE **359** AND AS AMENDED IN INSTRUMENT RECORDED NOVEMBER 13, 1992 IN BOOK 501 AT PAGES **433** AND **437** AND AS AMENDED IN INSTRUMENT RECORDED APRIL 26, 1993 IN BOOK 510 AT PAGE **8** AND AS AMENDED IN INSTRUMENT RECORDED APRIL 26, 1993 IN BOOK 510 AT PAGE **11** AND AS AMENDED IN INSTRUMENT RECORDED OCTOBER 24, 1996 IN BOOK 569 AT PAGE **668**.

14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS SET FORTH IN DECLARATION OF EASEMENT RECORDED FEBRUARY 26, 1993 IN BOOK 506 AT PAGE **490**.

15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS SET FORTH IN DECLARATION OF IRRIGATION FACILITIES EASEMENTS RECORDED FEBRUARY 26, 1993 IN BOOK 506 AT PAGE **504**.

16. TERMS, CONDITIONS AND PROVISIONS OF NOTICE FILED BY SAN MIGUEL POWER ASSOCIATION, INC. RECORDED MARCH 18, 1999 UNDER RECEPTION NO. **325020**.

17. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 2006-1215-29 APPROVING A REPLAT, REZONE, DENSITY TRANSFER AND SPECIAL USE PERMIT OF LOTS 122, 123, 128 AND OS-1 RECORDED APRIL 11, 2007 UNDER RECEPTION NO. **391878**.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: ABS86013344

18. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 2007-0315-05 APPROVAL OF FINAL PLANNED UNIT DEVELOPMENT APPLICATION RECORDED APRIL 11, 2007 UNDER RECEPTION NO. **391879**.

19. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF LOT 126R, LOT 152R, TRACT OSP-118, TRACT OSP-126, TRACT OS-1R-1, TRACT OS-1R-2, AND TRACT OS-1R-3, A REPLAT OF LOTS 118, 126, 130, 152A, 152B, 152C AND TRACT OS-1, TOWN OF MOUNTAIN VILLAGE RECORDED OCTOBER 12, 2007 IN PLAT BOOK 1 AT PAGE **3869**

20. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN PUBLIC ROAD EASEMENT AGREEMENT (COUNTRY CLUB DRIVE ROAD IMPROVEMENTS) RECORDED OCTOBER 12, 2007 UNDER RECEPTION NO. **397463**.

21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS SET FORTH IN PEDESTRIAN SIDEWALK EASEMENT AGREEMENT RECORDED OCTOBER 12, 2007 AT RECEPTION NO. **397471**.

22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MOUNTAIN VILLAGE OPEN SPACE LIST/ACTIVE AND PASSIVE RECORDED FEBRUARY 15, 2013 UNDER RECEPTION NO. **426871** AND THE OPEN SPACE MAP RECORDED FEBRUARY 15, 2013 IN PLAT BOOK 1 AT PAGE **4581** AND THE INTERGOVERNMENTAL AGREEMENT WITH RESPECT TO PLATTED OPEN SPACE REQUIREMENTS WITHIN THE TOWN OF MOUNTAIN VILLAGE RECORDED FEBRUARY 15, 2013 UNDER RECEPTION NO. **426873**.

LAND TITLE GUARANTEE COMPANY
DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

(A) The Subject real property may be located in a special taxing district.

(B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).

(C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

(A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.

(B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.

(C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.

(D) The Company must receive payment of the appropriate premium.

(E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

(A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and

(B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

JOINT NOTICE OF PRIVACY POLICY OF LAND TITLE GUARANTEE COMPANY, LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY LAND TITLE INSURANCE CORPORATION AND OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- your transactions with, or from the services being performed by us, our affiliates, or others;
- a consumer reporting agency, if such information is provided to us in connection with your transaction;

  and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Commitment For Title Insurance

Issued by Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I—Requirements; and
   (f) Schedule B, Part II—Exceptions; and
   (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. **COMPANY'S RIGHT TO AMEND**

   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. **LIMITATIONS OF LIABILITY**
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      i. comply with the Schedule B, Part I—Requirements;
      ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      iii. acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
   (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**
   (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
   (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
   (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
   (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
   (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. **IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

   The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.
8. **PRO-FORMA POLICY**

   The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **ARBITRATION**

   The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880

Craig B. Rants, Senior Vice President

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *President*

Attest *Secretary*

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMUNITY DEVELOPMENT DEPARTMENT
455 Mountain Village Blvd. Suite A
Mountain Village, CO 81435
970-728-1392
cd@mtnvillage.org

To: Daniel Alvarado, Senior Planner
From: Amy Ward, Community Development Director
Re: Conditional Use permit Application, Temporary Surface Parking, Lots 122 and 123 and OS 1R2
Date: July 1, 2025

Daniel,

I think it is important as the Design Review Board and the Town Council review the application for a Conditional Use Permit for a temporary surface parking lot on Lots 122, 123 and OS 1R2, adjacent to the Peaks Resort and Spa, and to provide some background and context to this application.

The applicant states in their application that the primary reason for the request is to offset employee parking that was lost in the Village Core due to the construction of the Four Seasons development. The temporary lot located primarily on Lots 69R2, 71R and 67, collectively known as the pond lots, is being sold to the Four Seasons by Telski for the future development of the hotel. Telski, as the seller of the property has been aware that this parking is going away for quite some time. Town staff has been in discussions with the development team for the Four Seasons since 2018, and presumably Telski as a potential seller of land was also involved in discussions with the development team at that time. The Four Seasons SPUD was approved in 2022. Telski has had between 3-7 years to plan for the relocation of this staff parking.

I don't disagree that it is clear that Telski needs a solution for parking. I disagree with the idea that moving from one temporary parking lot to another as the resort sells off various pieces of real estate is the solution. Telski need to make a plan to accommodate its employees and guests of the resort with a meaningful and permanent solution. In 2017, Telski went through a master development plan process with the forest service, that plan is linked here: https://telluridskiresort.com/wp-content/uploads/2020/09/tsg_2017_master_development_plan.pdf

In reviewing the plan and looking at existing county standards for parking required for ski resorts, the current requirement appears to be one space per three (3) potential users of the facility at maximum capacity plus one (1) space per every three (3) employees. I'm not aware if the forest service has different requirements for ski resorts. The plan lists the maximum capacity of the ski resort at 8230 guests and estimated number of employees was unclear. Per county guidelines there would be 2743 required parking spaces for guests and estimating ski resort employees at 1500 in the height of the ski season would add an additional 500 parking spaces for employees.

The 2017 plan demonstrates public parking spaces in the Town of Telluride and Town of Mountain Village, hotel parking spaces combined for both towns, condominium parking spaces in Mountain Village and employee housing parking to total 3,594 spaces, none of which is owned by the resort (with the exception of a handful of employee housing parking in housing units owned by the resort and commercial units owned by the resort). Understanding that the users of these units are often ski resort guests as well, we can justify that some of these spaces can be utilized to meet parking requirements, however only the public parking spaces would be available to both day users of the resort and commuting employees of both the resort and all business within the combined towns. The development plan shows a total of 1490 public parking spaces. Looking at that list a little closer, many of the listed spaces cannot be used by day skiers or employees commuting in from other towns as described below:

- Telluride Lot L (Shandoka) 330 spaces, primarily used by Shandoka residents, Shandoka has 134 units, two spaces per dwelling unit requires 268 spaces, **maybe 60 spaces left over for day use skiers and commuters?** Also proposed for redevelopment in the future.
- Telluride Carhenge – 290 spaces, to be redeveloped . Recent proposals could include 60-80 hotel rooms, 220-300 residential units and commercial uses which leaves no additional parking for day skiers or commuters
- Telluride Lot B **80 spaces**, not sure what this is or if development plans exist here, lets assume these will remain usable for the time being
- MV Meadows Parking 110 spaces, is used for meadows residents, inclusive of Big Billies which has no parking for residents, not available for day skiers or commuters.
- Town Hall Plaza 60 spaces. This is one hour parking and not available for skiers or commuters
- **Gondola Parking - 460 spaces**, this is the most available and usable public parking for both day skiers and commuters. It is incredibly expensive to operate and maintain, yet the Town can only charge for parking here with the permission of the ski resort
- North Village 25 spaces, will disappear with approved pending development of Six Senses
- **Heritage Public Parking 106 spaces**
- Blue Mesa 18 spaces, one hour and delivery zone only, not appropriate for day skiers or commuters
- Shirana 11 spaces, will disappear with approved pending development of Six Senses

This is not an exhaustive list of all current parking in the Telluride region, merely a reaction to what the ski area has previously demonstrated to show compliance with a parking requirement. **In summary, it looks like realistically we have around 700 public parking spaces available for day skiers and commuters, with 80% of those owned and operated by the Town of Mountain Village.** I believe the ski resort alone has approximately 1500 employees in the height of the season. This is not a problem that will be solved by one temporary surface parking lot. It seems imperative that the ski resort prioritize understanding their true need for parking/transportation and then go through a real planning process to find solutions that could include building additional parking in Mountain Village, building regional parking and potentially the addition of employee shuttles/transport.

Regards,



Amy Ward
Community Development Director

Erin Howe

From: Aiden Keogh <aiden.s.keogh@gmail.com>
Sent: Monday, July 7, 2025 11:45 AM
To: cd; planning; Martinique Prohaska; Scott Pearson; Pete Duprey; Harvey Mogenson; Tucker Magid; Huascar (Rick) Gomez; aarguelles@mtnvillage.org
Subject: Opposition Letter to Telluride Ski and Golf LLC Class 4 Conditional Use Permit Request
Attachments: Opposition_Letter_Aiden_Keogh.pdf

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

Dear Members of the Mountain Village Design Review Board and Town Council:

Attached is a letter I have written to formally oppose the Conditional Use Permit (CUP) application submitted by Telluride Ski & Golf LLC for the creation of a temporary parking lot on Lots 122, 123, and Tract OS-1R2.

As someone whose family owns the home directly across from the proposed site, I have serious concerns about the safety, environmental, and long-term community impacts of this proposal. I've outlined these concerns in the attached letter, and I hope you'll take them into account as you review the application.

Thank you for your time and dedication to protecting the character and safety of Mountain Village.

Very Respectfully,
Aiden Keogh
Undergraduate in Computer Science
Virginia Tech Engineering
aiden.s.keogh@gmail.com | aidenk@vt.edu

Aiden Keogh

c/o Keogh Family Residence @ 184 Country Club Drive

Mountain Village, CO 81435

aiden.s.keogh@gmail.com | (540) 604-7837

Date: July 7, 2025

To:
Design Review Board and Town Council
Town of Mountain Village
Via Email: planning@mtnvillage.org

Subject: Opposition to Conditional Use Permit – Lots 122, 123, and Tract OS-1R2

Dear Members of the Design Review Board and Town Council,

My name is Aiden Keogh, and I am writing to express my strong opposition to Telluride Ski & Golf LLC's application for a Conditional Use Permit to install a so-called "temporary" parking lot on Lots 122, 123, and Tract OS-1R2.

I'm reaching out with deep concern about how this proposed development would affect my family's home on Country Club Drive. We have been traveling frequently to our house in Mountain Village for about six years now, and we've come to love the community and surrounding areas greatly. It's more than just a destination, but rather something that we look forward to year after year and a space where we've built memories.

The proposed parking lot, located directly across from our driveway, threatens the safety, character, and environmental integrity of the community. I'd like to share my perspective on three areas that are important to me: safety, environmental and wildlife impact, and the preservation of community character.

1. **Safety**

Country Club Drive is very clearly not designed to support high volumes of traffic. It is narrow and winding, with a lack of sidewalks. In the winter, even with light traffic, it is scary to navigate considering the weather conditions. If the proposal were to pass, this would add dozens of employee vehicles near a very sharp and blind curve, which would make it significantly more dangerous for pedestrians, cyclists, and current community members who drive this road, especially during peak ski season.

Personally, I walk this road almost every time I head to the Village Core. Nine times out of ten, I am making that walk rather than driving. The idea of having to navigate the already dangerous road, with increased traffic, especially with potentially careless employees who

are unfamiliar with the area, genuinely worries me. This change would compromise the safety of not only my family, but also every resident and visitor who would use this road on foot or by car.

2. **Environmental and Wildlife Impact**

One of my favorite things about our home is looking out the window and seeing deer, birds, rabbits, and the occasional fox in the wooded area across the street in the location of the proposed lot. This area is more than just a patch of trees; it's an active habitat. Paving it over with gravel, even though it is claimed to be temporary, will remove trees and permanently alter the landscape, and discourage the animals from returning.

Beyond that, the grading and clearing would increase dust, runoff, and erosion. As I mentioned before, even though it is labeled as "temporary," this damage would be long-lasting. I know Mountain Village values conservation and stewardship of the land, and I believe this proposal runs counter to those principles. Once that space is disrupted, we can't simply put it back the way it was.

3. **Protecting the Character of the Community**

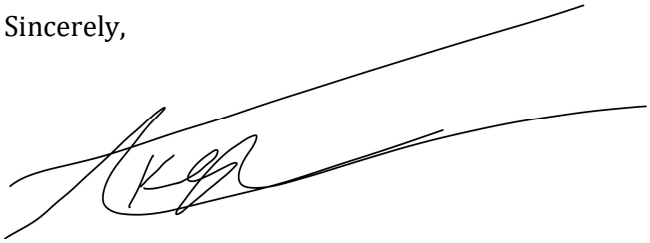
We chose Mountain Village because of the way it balances human life and nature, and because of how thoughtful development and conservation exist side by side. Replacing trees with cars in the middle of a quiet residential area doesn't feel thoughtful. It feels like a shortcut, made at the expense of the people who live here and the environment we cherish.

Even if this project is labeled "temporary," its consequences will linger. What worries me just as much as this individual proposal is what it represents. These small decisions, if made incrementally, could shape the future of the village, for the worse. I want to keep returning here in the years ahead and feel the same sense of peace, quiet, and connection to nature. I don't want to watch those values be slowly replaced by noise, traffic, and gravel lots.

I am very grateful for the work that you do in shaping the future of this town, and I don't take that responsibility lightly. I ask you to please consider the safety, environmental, and quality-of-life implications this project brings, not just for my family, but for the broader community, and to vote to deny the conditional use permit.

Thank you for your time and your service to the community.

Sincerely,



Aiden Keogh

Erin Howe

From: Alan Safdi <alansafdi@gmail.com>
Sent: Thursday, July 3, 2025 2:05 PM
To: Martinique Prohaska; Scott Pearson; Pete Duprey; Harvey Mogenson; Tucker Magid; Huascar (Rick) Gomez; aarguelles@mtnvillage.org; planning; cd
Subject: Opposition to TSG's application for a Conditional Use Permit for a proposed 33-space surface parking lot

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

Dear Planning and Development Review Board and Town Council,

Thank you very much for taking the time to review public comments on this important issue. I truly appreciate your service and your commitment to protecting our community.

I am writing as a resident of Country Club Drive to formally and respectfully **oppose** TSG's application for a Conditional Use Permit for their proposed 33-space surface parking lot.

First, the proposal is fundamentally incompatible with our zoning and the Comprehensive Plan.
Our street is specifically zoned for single-family residential use, which exists to maintain a quiet, safe, low-density neighborhood character. Introducing a commercial employee parking lot is directly at odds with that intent.

The Town's Comprehensive Plan states that development must be **"in harmony with surrounding land uses"** and **"not reduce the quality of life for residents and visitors."** This project would do the opposite by replacing open space with a high-traffic, industrial-style parking facility right next to family homes.

Second, there are serious, well-documented safety risks that make this proposal unacceptable.
The planned lot would be accessed via a blind, narrow, hairpin curve on Country Club Drive that has **no sidewalks**. This stretch of road is already dangerous, and my wife, our kids, and our grandkids have personally experienced multiple *close calls* with speeding cars while simply walking here.

Adding dozens of daily employee vehicles will only **exacerbate** this danger. It is not hypothetical—it is a predictable and avoidable risk that would directly endanger residents, pedestrians, and cyclists.

The Town's own code for conditional uses (§17.4.14) specifically requires that any project **"must not pose a substantial physical hazard."** Approving this plan in its current form would knowingly violate that requirement.

Third, I want to highlight the legal implications of approving a known hazard.
If the Town grants a permit despite clear evidence of these dangers, it assumes responsibility for the foreseeable consequences. Any future accident involving a pedestrian or cyclist on that blind curve, especially one directly tied to increased traffic from this lot, could expose both the developer and the Town itself to liability.

This is not just a matter of planning policy—it is a question of legal duty of care. Approving a project that predictably creates an unsafe condition risks being seen as negligence.

Fourth, the project would cause significant environmental and aesthetic damage.
It would require removing mature trees, grading over open space, and replacing it with a dusty, noisy dirt lot. This contradicts the Comprehensive Plan's clear requirement to **"minimize adverse environmental and visual impacts."**

It would permanently harm the natural beauty and quiet residential atmosphere of our street—qualities the zoning was meant to protect.

Finally, there is a far better, more responsible alternative available.
There is an existing large parking structure nearby that could easily accommodate employee parking, supported by a simple shuttle service. This solution would fully meet employer needs while avoiding the safety hazards, zoning conflicts, environmental damage, and neighborhood disruption of this proposed lot.

Additionally, I want to emphasize that the proposal clearly fails to meet the Town's own legal criteria for granting a conditional use permit under **§17.4.14.D of the Municipal Code**. That code requires that a conditional use:

- Be **"in general conformity" with the Comprehensive Plan** → *It is not*.
- Be **"in harmony" with surrounding land uses** → *It is not*.
- **Not pose a "substantial physical hazard"** → *It does*.
- **Avoid "significant adverse effect" on adjacent properties** → *It fails here*.
- **Minimize adverse environmental impacts** → *It exacerbates them*.

By these clear standards, this permit simply cannot be justified.

Thank you again for your careful consideration of my concerns and for your commitment to keeping our neighborhood safe, livable, and true to its intended single-family residential character.

Sincerely,

Erin Howe

From: Czekaj, Andrew <andrew.czekaj@cambridgeus.com>
Sent: Thursday, July 3, 2025 8:05 AM
To: planning; council
Subject: TSG Parking Lot Application - Memo In Opposition
Attachments: 2025-7-1 Lots 122 and 123 and Tract OS-1R2 - Paved Paradise.docx

Importance: High

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

As owner and board member of See Forever II we are resoundly against this new Chuck Horning "reach around". Your job is to represent the community and NOT Chuck Horning's special interest. Your vote on this matter will be on the ballot when you run for office. BAD IDEA, NOT WELL CONCIEVED and clearly there to genuflect at the altar of a carpetbagger who has lived off this community for decades!!!

Andrew Czekaj
Co-Chairman

Knowledge
Perseverance
Integrity
Cambridge

8391 Old Courthouse Road, Suite 210
Vienna, Virginia 22182
Direct: 703.925.5215
Cell: 703.608.8600
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Erin Howe

From: Ania Aniola <ania@aniastable.com>
Sent: Friday, June 20, 2025 3:36 PM
To: cd
Subject: Telski Emoloyee Parking Lot

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

Hello!
I received attached letter regarding proposed parking lot.
There is a beautiful healthy Aspen grove in the area being considered for this parking lot. Lots of birds live in it. How many trees would be cut down for this project?
Telski has plenty of flat land without trees by the golf driving range/tennis courts and they are already using that area for parking. Why not expand that for the employee parking?
Regards,

Ania Aniola

Erin Howe

From: Anne Safdi <anne.safdi@gmail.com>
Sent: Thursday, July 3, 2025 1:50 PM
To: planning; Martinique Prohaska; Scott Pearson; Pete Duprey; Harvey Mogenson; Tucker Magid; Huascar (Rick) Gomez; aarguelles@mtnvillage.org
Subject: Opposition to TSG Parking Lot – From Resident of Country Club Drive

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

Dear Members of the Planning and Development Review Board and Town Council,

I'm writing as a homeowner and long-time resident of Country Club Drive to ask you to please **reject** TSG's application for a Conditional Use Permit for their proposed 33-space surface parking lot.

This proposal directly threatens the safety, character, and integrity of our single-family residential street. I want to highlight several critical reasons why this plan should not be approved—each of which shows it violates the intent of our zoning and the Town's own Comprehensive Plan.

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1. Incompatible with Zoning and Comprehensive Plan Goals
Our street is specifically zoned for single-family residential use. That zoning isn't just a technicality—it reflects the town's commitment to maintaining a quiet, safe, family-friendly neighborhood with open space and low-density character.

The Town's Comprehensive Plan clearly states that development should **not reduce the quality of life for residents and visitors**, and should **preserve authentic small-town charm**. This proposed parking lot does neither.

Instead, it introduces a commercial-scale facility meant purely for employee parking, fundamentally changing the intended residential use of the area. It is simply not in "general conformity" with the Comprehensive Plan or the purpose of single-family zoning.

---

2. Safety Hazards on an Already Dangerous Street
Country Club Drive is a narrow, steep, winding road with a blind hairpin curve exactly where this lot is proposed. Crucially, there are **no sidewalks**. Our family—including my husband, children, and grandchildren—walks here regularly, and we have already experienced near-misses with vehicles coming around that curve at speed.

Adding 33 employee cars every day means dozens more trips in and out of a blind driveway, in all seasons, often in icy conditions. This is not hypothetical—it's an obvious recipe for accidents.

The Town's code requires that development **must not pose a substantial physical hazard**. This proposal clearly fails that standard.

---

3. Environmental and Aesthetic Damage to Residential Land
The plan calls for removing significant mature trees and grading over open space to install a dirt-surface parking lot. This isn't a minimal intervention—it's a transformation of natural, green space into an industrial-looking, dusty, and noisy facility directly in front of our homes.

More than 60% of the proposed disturbance area encroaches on designated open space. This is a direct violation of the intent and impact thresholds in §17.4.14 of the Municipal Code, which specifically says projects must **minimize adverse environmental and visual impacts**.

Turning that hillside into a parking lot will degrade the scenic quality of the neighborhood and permanently harm its natural character.

---

4. Negative Impact on Home Values and Neighborhood Character
This area was planned and zoned to be a single-family residential street. Paving over open space for a parking lot intended solely for outside employees destroys the quiet, peaceful character we all chose when we moved here.

No family wants to buy a home facing a commercial parking lot. The persistent noise, dust, headlights, and traffic will drive down property values and erode the residential appeal of our street.

The Town's review criteria require that any conditional use **must not have a significant adverse effect on adjacent properties**. This proposal would have an obviously significant negative impact on all surrounding homes.

---

5. Better Alternatives Already Exist
It's also important to remember this parking lot isn't necessary. There are already **two large parking structures** nearby that can handle employee parking without destroying residential open space.

Using a **shuttle service** from those existing structures would be a safer, smarter, and more sustainable approach. It would allow employees to park in designated commercial zones while protecting the integrity of our residential area.

This is the kind of thoughtful planning solution the Comprehensive Plan envisions—and it's clearly preferable to carving up residential land for an unnecessary parking lot.

Conclusion: Please Uphold Our Zoning and Planning Standards
This proposal is incompatible with single-family zoning. It's unsafe for pedestrians, destructive to open space, damaging to property values, and unnecessary given existing alternatives. It fails multiple

required criteria for a conditional use permit and violates the very planning principles Mountain Village claims to value.

I urge you in the strongest possible terms to protect our neighborhood, respect our zoning codes, and reject this application.

Thank you for your careful consideration of our family's concerns.

Anne Schlezinger

Erin Howe

From: Bill Bock <wmgbock@gmail.com>
Sent: Monday, July 7, 2025 9:50 AM
To: planning
Subject: Conditional Use Permit - Temporary Parking Lot

Follow Up Flag: Follow up
Flag Status: Flagged

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

I am writing to the Town of Mountain Village to express my opposition to granting Telluride Ski & Golf the Conditional Use Permit they seek to build a temporary parking lot on Country Club Drive. I am William G. Bock. My wife, Cynthia L. Bock, and I own a See Forever Village cabin located at 158 Country Club Drive.

Our property is directly across the street from the proposed parking lot. We presently enjoy a view of Mount Wilson, rising above a grove of aspen. Imagine our reaction to looking out on this parking lot in the future. You are hearing from other neighbors voicing concerns about traffic, safety, loss of open space, and numerous additional objections. All are valid.

But I wish to emphasize one primary reason to reject this Conditional Use Permit. It does not comply with the Criteria for such a permit as required by the governing Comprehensive Plan for Mountain Village. The Town Council and Design Review Board may follow the existing procedures and decline the request on this basis. It is simply suffcient.

Sincerely,
Bill

Erin Howe

From: Bill Nictakis <bill.nictakis@gmail.com>
Sent: Thursday, June 26, 2025 12:02 PM
To: planning; Michelle Bulson; Paul Wisor
Cc: Bill Nictakis
Subject: Proposed Parking lot Lots 122/123

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

Dear Design Review Board and Town council:

I have become aware of the proposed parking lot to be built on Lot 122/123 on Country Club road. As a resident of See Forever Village who spends 5 months per year in our lovely Mountain Village community, I want to express my concerns and opposition to this initiative,

- Mountain village is a beautiful area, surrounded by trees and green space. Having a gravel parking lot diminishes our environment. Trees, grass, and then a gravel, dusty parking lot. I appreciate that TSG does not intend to add parking lot lights, but let's acknowledge that a parking lot does not enhance our community landscaping and natural environment.
-
- Increased traffic poses a danger to residents who walk to Boomerang and Jurassic trails. I hike down Boomerang trail multiple times per week, and am always nervous traversing the winding road from See Forever down to the trail head……even more so now with the home construction that is occurring. There are multiple blind curves on the "S" shaped winding road, and the increased traffic associated with 33 additional cars driving down the road daily to park poses a safety hazard to our residents. As you know, there is no walkway or path along that road, and I am already concerned for my safety every time I walk down Country Club to the trail head…especially in the winter when the sides of the road are covered with snow and ice. The additional traffic attributed to the parking lot will compound the issue, and we are just asking for a pedestrian accident unless a pedestrian walkway is built.
-
- How temporary is temporary? The request is for 5 years. But once it is built, will the Town really remove the parking lot? Unless a hotel addition is built on that land, strongly suspect that we will have a long term gravel parking lot and the associated safety risk and environment downgrade.

It seems that parking is something that must have been evaluated when approval for Four Seasons and Six Senses development was granted. TSG supported those initiatives, and Town Council approved them, so no one can be surprised at the loss of the parking lots. Approved plans for these development projects did not include building a gravel parking lot on Country Club that increases risk to pedestrians. Given the impact on pedestrian safety, increased traffic, and the loss of trees and green

space, I ask that the Council not allow this parking lot to be built, and work to find an alternative parking solution

Sincerely

Bill Nictakis

117 Sunny Ridge Place
Mountain Village. CO 81435

July 7, 2025

Mountain Village Town Council
455 Mountain Village Blvd.
Mountain Village, CO 81435

Subject: OPPOSITION to Proposed Parking Lot on Lot 122/123

Dear Council Members,

As a homeowner at See Forever Village and a resident of Mountain Village for the past 14 years, I'm writing to express my strong opposition to the proposed construction of a gravel parking lot on Lot 122/123 along Country Club Road.

One of the reasons I chose to live in Mountain Village—and specifically in See Forever—is because of the tranquility, natural beauty, and thoughtful planning that define this community. The introduction of a gravel parking lot directly adjacent to my neighborhood would significantly diminish that environment. Even without lighting, a dusty gravel lot does not align with the values of open space, forest preservation, and scenic mountain character. This is not what I—or others—moved here for.

Mountain Village's unique charm lies in the harmony between carefully considered development and the preservation of nature. The Town's master plan reflects this balance, and it's a major reason why Mountain Village feels so different from other ski towns. Cutting down trees to create a surface parking lot should be held to the highest level of scrutiny. It is the exact opposite of the aesthetic and vision that make Mountain Village special.

Additionally, **the proposed lot will be clearly visible from the Gondola** traveling between the Village Core and the Market. Instead of showcasing trees, trails, or mountain views, this change would introduce an unattractive gravel lot into the landscape experienced by both residents and visitors. That is not the impression we should be creating for anyone arriving or leaving the Village.

I'm also deeply concerned about pedestrian safety. I regularly walk along Country Club Road to access the Boomerang and Jurassic trailheads, and I've long been uneasy about the blind curves, narrow shoulders, and lack of a walkway—especially in winter, when snow and ice make the road even more dangerous. Adding daily traffic from 33 additional cars will only compound these risks. Without a proper pedestrian path, we are simply asking for an accident.

While the proposal calls the parking lot "temporary," it is approved for five years—**and we all know how often "temporary" becomes permanent.** Unless a hotel addition is built on the site, I find it hard to believe that the gravel lot would ever be removed or that the trees and green space would be fully restored.

I also question the need for this lot in the first place. The parking lot currently located where the Four Seasons is set to be built—which this proposal is intended to replace—has rarely had more than a handful of cars in it at any given time. I've walked through that area for many years on my way to the Gondola and have consistently observed it as underutilized. **Creating a new lot to replace a barely-used**

one feels both unnecessary and unjustifiable—especially when the environmental and safety costs are so high.

I understand the importance of the Four Seasons and Six Senses developments to the Town's future, but I urge the Council not to let their progress come at the expense of pedestrian safety, environmental integrity, and the visual identity of Mountain Village. This parking lot was not part of the approved plan, and for good reason.

Please do not approve this permit. I respectfully ask that you consider alternative solutions that maintain the spirit, safety, and beauty of Mountain Village.

Sincerely,



Bob Gutermuth

Homeowner at See Forever Village, Unit GL101
14-Year Resident of Mountain Village
Bob@DialogGroup.com

Erin Howe

From: Carlotta Horn <carlotta482@mindspring.com>
Sent: Monday, July 7, 2025 3:19 PM
To: Martinique Prohaska; planning; Scott Pearson; Pete Duprey; Harvey Mogenson; Tucker Magid; Huascar (Rick) Gomez; aarguelles@mtnvillage.org; John Horn
Subject: Proposed parking lot on Country Club Dr.

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

July 7, 2025

Dear Council Members,

Unfortunately, no one anticipated the potential problems caused by the hair pin turns on Country Club Dr., especially for pedestrians who tend to walk on the pavement. Also unfortunate, is that there has been no designated sidewalk for pedestrians to get them off the road and out of the way of vehicles.

Over the years traffic of all types has increased, especially in the summer. Added recently, are construction trucks of all sizes. Now the proposal to add a parking lot with access off one of those turns will add more traffic to an already existing problem.

I also believe that the quality of life of the residents living closest to the lot will be affected by the coming and going of a relatively large group of cars. These homes will experience more noise and increased activity in what is a normally quiet neighborhood.

Finally, I understand that there is pressure for more parking, but could it be placed somewhere that is not residential? A parking lot is unsightly and does not fit in to the general feel of a residential neighborhood. Let's keep residential, residential.

Thank you for your consideration.

Carlotta Horn, 261 Country Club Dr.

Erin Howe

From: Casey Rosen <caseycrosen@yahoo.com>
Sent: Friday, June 27, 2025 9:07 AM
To: planning; council
Subject: Conditional use permit for parking on Lots 122, 123 and OS-1R2

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

Dear DRB/Town Council

I am writing to urge you to reject the application for a conditional use permit for parking on Lots 122, 123 and OS-1R2. CDC section 17.4.14 sets out specific criteria for granting a conditional use permit and this application meets none of them:

Column A	Column B
"17.4.14. **D. Criteria for Decision.**	
a. The proposed conditional use is in general conformity with the policies of the principles, policies and actions set forth in the Comprehensive Plan;	The Comp Plan does not contemplate a parking lot in this location.
b. The proposed conditional use is in harmony and compatible with surrounding land uses and the neighborhood and will not create a substantial adverse impact on adjacent properties or on services and infrastructure;	A parking lot in the middle of a single family neighborhood is the opposite of harmony and compatibility and will definitely adversely impact adjacent neighbors.
c. The design, development and operation of the proposed conditional use shall not constitute a substantial physical hazard to the neighborhood, public facilities, infrastructure or open space;	The added traffic from a 33 space lot in the middle of the already notorious "S" curve on Country Club Drive makes a dangerous road more hazardous.
d. The design, development and operation of the proposed conditional use shall not have significant adverse effect to the surrounding property owners and uses;	It is clear that this proposal will have a significant adverse affect on surrounding owners.
e. The design, development and operation of the proposed conditional use shall not have a significant adverse effect on open space or the purposes of the facilities owned by the Town;	Same as above. Turning a forested open area into a paved parking lot is the definition of having an adverse effect on open space.
f. The design, development and operation of the proposed conditional use shall minimize adverse environmental and visual impacts to the extent possible considering the nature of the proposed conditional use;"	See above.

Mountain Village owners rely on you and the CDC to protect their properties from exactly the type of adverse impact that this parking lot will create.

Sincerely

Casey Rosen
253 Country Club Drive

Erin Howe

From: Cindy Harrington <drskin13@gmail.com>
Sent: Monday, July 7, 2025 7:22 PM
To: planning
Subject: Opposition to TSG Conditional Use Permit – Parking Lot on Country Club Drive

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

Dear Mountain Village Planning Department,

I am writing as a concerned homeowner of Mountain Village to express my strong opposition to the proposed Conditional Use Permit submitted by TSG to build a 33-space surface parking lot within the first elbow of the S-curves on Country Club Drive, between the See Forever Cabins and the residences of Dr. Alan Safdi and Dr. Harlan Waksal.

While I understand the need for employee parking solutions, this particular proposal is ill-conceived and inconsistent with the values and goals of the Mountain Village Comprehensive Plan. I respectfully request that both the DRB and Town Council deny the application for the following reasons:

1. Inconsistent with the Comprehensive Plan

The Comprehensive Plan makes clear that development should preserve the natural character of our neighborhoods and should not reduce the quality of life for residents. A dusty, noisy surface parking lot located in a scenic residential corridor is fundamentally at odds with this vision. There is no indication that this area was ever intended for high-traffic, high-impact uses such as this.

2. Adverse Impact on Neighborhood Character

The proposed lot is surrounded on three sides by single-family homes and adjacent to sensitive wetland areas. A parking lot designed exclusively for TSG employee vehicles will introduce industrial-level activity and traffic into an otherwise quiet and serene residential setting. The incompatibility of the use with the surrounding neighborhood is clear and will likely result in a reduction of resident satisfaction.

3. Environmental and Visual Degradation

The plans show that over 60% of the disturbed area falls within open space. This includes the removal of existing trees and vegetation, grading, and the creation of a dirt-surface parking lot. Such development not only negatively affects the local ecology and aesthetics but also violates the intent of preserving Mountain Village's open space and visual quality.

4. Safety and Traffic Concerns

Country Club Drive is a narrow, winding road that already poses significant safety concerns due to its blind curves and lack of sidewalks. Introducing 33 additional daily vehicle trips (at a minimum) will increase the risk to pedestrians, cyclists, and local traffic—especially during the winter months when road conditions are already precarious.

5. Precedent for Permanent Use

Although the application suggests a temporary five-year use, history demonstrates that such uses often become long-term fixtures. The temporary employee lot in the Village Core has existed for over two decades. We are concerned that if approved, this lot could similarly remain in place indefinitely.

6. Failure to Minimize Environmental and Visual Impacts

Rather than proposing any meaningful mitigation or alternative solutions, the current plan maximizes environmental degradation. It does not demonstrate serious consideration for minimizing visual or environmental harm, which is a required standard under Section 17.4.14.D of the Town Code.

In conclusion, while we support the continued growth and operation of our community's businesses, it must not come at the expense of the neighborhood's safety, tranquility, and environmental integrity. We urge the Town to consider alternative locations more appropriate for employee parking that align with the long-term vision of Mountain Village.

Thank you for your time,

Sincerely,
Cynthia Harrington
117 Sunny Ridge Place, Unit 131, Mountain Village, CO 81435
214-404-8293
drskin13@gmail.com

Erin Howe

From: Cynthia <cynthiabarutha19@msn.com>
Sent: Monday, June 23, 2025 10:47 AM
To: planning
Subject: Country Club Proposed Conditional Use Parking Lot

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

To the planning committee:

I am one of the owners of 255 Country Club Dr., Mountain Village.

I have a lot concerns over the proposed Conditional Use Permit for a dirt employee parking lot on the S- Curves of Country Club (CC) Dr.

1st - we all know once money is spent to obtain approval and built, even under conditional approval, there is a high probability it will never be unapproved and it will never be dismantled.

What happens if new owners purchase Telski in the future will this conditional approval be grandfathered to the new owners? How will that be handled?

2nd - We are going to allow trees/native plants to be torn down for a dirt parking lot, then once the conditional waiver ends - and no extension is granted - what is the requirement of the owner for a dusty piece of dirt with zero trees and zero native plants?

3rd - This parking lot does not fit well with CCs single family home. So let me understand this - the request is to plop in the center of CC a dirt parking lot, among single family homes. It makes me think Tekski's mindset is, CC is a shit hole, and we don't care what we put there as long as it benefits Telski!
Telski needs to clean up their existing loading dock parking lot, on CC. That place is disgusting!

4th - The beautiful See Forever Community did not purchase these beautiful condos to look down on a sea of cars placed in dirt. Makes no sense.

It's really is a ridiculous request!

I'm requesting the planning department not approve.

Cynthia Barutha
255 Country Club

Sent from my iPhone

Design Review Board
Town of Mountain Village
455 Mountain Village Blvd.
Mountain Village, CO 81435

Subject: Opposition to Conditional Use Permit for Temporary Gravel Parking Lot (Lots 122, 123, and OS-1R2)

Date:05 July 2025

Dear Members of the Design Review Board,

I am writing to express my strong opposition to the proposed Conditional Use Permit for the temporary gravel surface parking lot submitted by Telluride Ski & Golf (TSG), to be located on Lots 122, 123, and OS-1R2 adjacent to the Peaks Resort and Spa.

As an annual client of the property at 184 Country Club Drive, where I spend two or more weeks each year, I have a deep appreciation for the unique character and carefully maintained aesthetic of the Mountain Village Core. The pedestrian-oriented design, clean air, and tranquil alpine setting are what draw me—and many others—back year after year.

I have been working with the environmental conservation community for well over three decades and in my current role at The Pew Charitable Trusts, an environmental NGO, I have had the opportunity to study and evaluate numerous development projects across the country. I've seen firsthand how so-called "temporary" infrastructure—particularly gravel lots—often becomes semi-permanent, with long-lasting impacts on the surrounding environment. Once land is cleared and compacted for vehicle use, it becomes significantly more difficult and costly to restore. Trees and native vegetation cannot regrow at the pace of development, and once the ecological integrity of a site is compromised, it is often used as justification for continued or expanded use.

This proposal is not just a visual and experiential degradation of the Village Core—it is an environmental risk. Gravel lots contribute to dust pollution, runoff, and habitat disruption. They also invite more vehicle traffic into an area that was intentionally designed to be car-free, undermining the purpose of the gondola system and the community's long-standing commitment to reducing emissions and congestion.

The short-term financial benefit to TSG from increased patronage does not outweigh the long-term costs to the community's environment, aesthetics, and quality of life. I urge the Design Review Board to reject this application and work with TSG to find solutions that align with the values and vision of Mountain Village.

Thank you for your time and thoughtful consideration.

Sincerely,
Daniel Schaeffer
Senior Manager
The Pew Charitable Trusts
& Annual guest at 184 Country Club Drive
dschaeffer@pewtrusts.org

Erin Howe

From: Amy Ward
Sent: Tuesday, July 1, 2025 10:05 AM
To: mvclerk; planning
Subject: FW: Opposition to TSG Parking Lot Proposal

See comment below that seems to have come just to my email address.

Amy Ward
Community Development Director, Town of Mountain Village

Office | 970-369-8248 | Mobile | 970-729-2985
award@mtnvillage.org
455 Mountain Village Blvd., Ste. A, Mountain Village, CO 81435

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This electronic transmission and any attachments may be considered PROPRIETARY INFORMATION. If you received this transmission in error, please destroy and notify the sender immediately. Sender and receiver should be mindful that all my incoming and outgoing emails may be subject to the Colorado Open Records Act, § 24-72-100.1, et seq.

From: David Koitz <dkoitz@gmail.com>
Sent: Tuesday, July 1, 2025 9:52 AM
To: Amy Ward <award@mtnvillage.org>
Subject: Opposition to TSG Parking Lot Proposal

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

Dear members of the Mountain Village DRB and Town Council,

We are writing to voice our opposition to TSG's proposal to create a 5 year temporary parking lot adjacent to the Peaks. A dusty and noisy lot certainly appears to "create a substantial adverse impact on" the adjacent single family homeowners and nearby condominium communities. The immediate site is surrounded on three sides by single family homes, the fourth, a wetland on the Peaks lot. It is hard to imagine how an *afterthought* parking lot plopped in the middle of single family homes and the nearby condominiums "is in harmony and compatible with surrounding land uses".

The traffic generated by a 33 space lot will substantially increase the traffic on this blind section of this hairpin curve resulting in "substantial physical hazard to the neighborhood" and to the many hikers, bikers and folks traveling from the Meadows area who use this steep road that has no sidewalk. The opening to two frequented trails are close by (across the road), one providing access to the valley floor and to the town of Telluride.

Moreover, the loss of trees and vegetation, extensive grading and a resulting dirt-surface parking lot will certainly have a significant adverse effect on the already limited open space of the Village proper.

Most notable, TSG's application says it is for only 5 years, but once it is in place it is more likely that it will remain so for many more years. TSG's similar lot near the pond in the Village core has existed for two decades or so. If approved, one can assume this parking lot will be around for many more years than proposed. In that light, it has all the makings of being a first step toward erection of a major addition to the Peak's itself, already a long time controversial measure for erosion of the limited open space now available in the Village.

We are opposed.
David and Gretchen Koitz

Sent from my iPad

Erin Howe

From: Dennis Dautel <ddautel@lusagroup.com>
Sent: Thursday, July 3, 2025 7:48 AM
To: planning
Subject: FW: Proposed Parking Lot
Attachments: 2025-7-1 Lots 122 and 123 and Tract OS-1R2 - Paved Paradise.docx

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

Dennis W. Dautel
CEO
Landscapes USA
15123668501
ddautel@lusagroup.com
Landscapesusa.com

From: Dennis Dautel
Sent: Thursday, July 3, 2025 8:37 AM
To: planning@mtnvillage.org
Cc: mprohaska@mtnvillage.org; spearson@mtnvillage.org; pduprey@mtnvillage.org; hmogenson@mtnvillage.org; tmagid@mtnvillage.org; hgomez@mtnvillage.org; aarguelles@mtnvillage.org
Subject: Proposed Parking Lot

As a board member of See Forever and Mountain Village owner. I am in complete agreement with Andrew Czekaj. As he has sent this document too you on July 2.

My whole career has been making thing beautiful in the Landscape. This parking lot does just the opposite.

Additionally, my wife and I, our kids and grandkids use Country Club Drive to get to two major hiking trails. Boomerang and Jurasik. There are no sidewalks from MV core to these trails, yet they are used by many people every day not just my family. I see people all the time from my balcony. The additional traffic on these curves increases the likelihood of someone getting hit. Not to mention most employees of the Tell Skii are transient and are not going to be as careful as a MV homeowner who cares about the community.

There are other options available, maybe at a higher cost or less convenient to Tell Skii, but they do exist.

Please do not approve their application for the proposed parking lot.

Dennis Dautel



Dennis W. Dautel
CEO
Landscapes USA
15123668501
ddautel@lusagroup.com
Landscapesusa.com

Erin Howe

From: Diana Grubbs <dgrubbs44@comcast.net>
Sent: Wednesday, July 9, 2025 12:06 AM
To: planning
Cc: Diana Grubbs
Subject: Conditional Use Permit for Parking Lot on Country Club Drive

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

July 8, 2025

From: Diana Grubbs
236 Country Club Dr
Mountain Village, CO 81435

To: Design Review Board
Town Council
455 Mountain Village Blvd. Ste. A
Mountain Village, CO 81435

VIA EMAIL

Re: Lots 122 and 123 and Tract OS-1R2 – TSG's Application for a Conditional Use Permit for a Temporary Parking Lot

Dear Members of the Design Review Board:

I am writing to express my concerns regarding the Special Use Permit application currently under consideration.

I do not believe this proposal aligns with the standards or values of the Mountain Village community. The proposed use is incompatible with the surrounding single-family and multi-family residential character of the area. Furthermore, the development would require clear-cutting the lot—a fact that has not been adequately disclosed or addressed.

There is no plan for pedestrian access or improvements to support such access. This is particularly troubling given the nature and scale of the proposed use. TSG has been aware of this need since they sold their existing lot several years ago. The delay in addressing this need should not justify the imposition of the ill-suited development of an employee parking lot in a residential setting.

Also important to note, the proposed use offers no discernible public benefit. It serves private operational needs without offering amenities, access, or value to the broader community.

For these reasons, I respectfully urge the Design Review Board to deny the Special Use Permit application.

Sincerely,

Diana Grubbs

MAD Investments Group, LLC

(408) 656-1528

Erin Howe

From: Doug Hynden <DHynden@ANCHOR-PROP.COM>
Sent: Wednesday, July 2, 2025 8:09 AM
To: planning; Martinique Prohaska; Scott Pearson; Pete Duprey; Harvey Mogenson; Tucker Magid; Huascar (Rick) Gomez; aarguelles@mtnvillage.org
Subject: Proposed parking lot - Country Club

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

As a long-time owner of property on Country Club, I strenuously oppose the proposed Conditional Use Permit that would allow the creation of a surface parking lot in the hairpin turn of Country Club Drive.

Contrary to the applicant's narrative, the proposal does not meet the criteria of CDC Section 17.4.14:

The relevant criteria that DRB and Council must apply when reviewing the application are as follows, a few thoughts appear in Column B:

Column A	Column B
"17.4.14. **D. Criteria for Decision.**	
1. The following criteria shall be met for the review authority to approve a conditional use permit:	
a. The proposed conditional use is in general conformity with the policies of the principles, policies and actions set forth in the Comprehensive Plan;	1. The Comp Plan does NOT remotely anticipate locating a surface parking lot in this location and, therefore, it appears the proposal is NOT in conformity.
b. The proposed conditional use is in harmony and compatible with surrounding land uses and the neighborhood and will not create a substantial adverse impact on adjacent properties or on services and infrastructure;	2. The site is surrounded on three sides by single family homes, the fourth side is a wetland on the Peaks lot. It is hard to imagine that a dusty and noisy parking lot plopped down in the middle of single family homes "is in harmony and compatible with surrounding land uses". 3. A dusty and noisy parking certainly appears to "create a substantial adverse impact on" the adjacent single family homeowners.
c. The design, development and operation of the proposed conditional use shall not constitute a substantial physical hazard to the neighborhood, public facilities, infrastructure or open space;	4. The traffic generated by a 33 space parking lot will substantially increase the traffic on this blind section of this hairpin curve resulting in "substantial physical hazard to the neighborhood" and to the many hikers, bikers and folks traveling from the Meadows area who

	use this steep road that has no sidewalk.
d. The design, development and operation of the proposed conditional use shall not have significant adverse effect to the surrounding property owners and uses;	5. See 1 through 4 above.
e. The design, development and operation of the proposed conditional use shall not have a significant adverse effect on open space or the purposes of the facilities owned by the Town;	6. Based on TSG's drawings, approximately 60.1% (15,690 SF) of the total area disturbed by the project is located on open space and the balance is located on Lots 122 and 123. The disturbance will be a combination of a total loss of trees and vegetation, extensive grading and a resulting dirt-surface parking lot. The total loss of trees and vegetation, extensive grading and a resulting dirt-surface parking lot certainly appears to have a "significant adverse effect on open space".
f. The design, development and operation of the proposed conditional use shall minimize adverse environmental and visual impacts to the extent possible considering the nature of the proposed conditional use;"	7. It does not appear that any type of argument could possibly exist in which the total loss of trees and vegetation, extensive grading and a resulting dirt-surface parking minimizes "adverse environmental and visual impacts".

Thank you for your consideration.

Anchor Mariemont Limited Partnership

Doug Hynden
Anchor Properties
(513) 608-6040

Design Review Board
Town of Mountain Village
455 Mountain Village Blvd.
Mountain Village, CO 81435

Subject: Opposition to Conditional Use Permit for Temporary Gravel Parking Lot (Lots 122, 123, and OS-1R2)

Date: 07 July 2025

Dear Members of the Design Review Board,

As an avid outdoor enthusiast and frequent visitor to Mountain Village, I am writing to express my strong opposition to the proposed Conditional Use Permit for a temporary gravel parking lot on Lots 122, 123, and OS-1R2.

Mountain Village has always stood out to me as a rare gem among mountain destinations—where the built environment complements the natural one, and where the pedestrian-friendly Core allows residents and visitors to immerse themselves in the alpine setting without the intrusion of cars and traffic. This harmony between nature and thoughtful design is what draws me back year after year.

The proposed gravel parking lot would severely disrupt that balance. It would introduce a stark, utilitarian feature into a space that should remain welcoming, walkable, and visually cohesive. The dust, noise, and increased vehicle presence would degrade the outdoor experience—not just for those staying nearby, but for anyone who values the tranquility and beauty of the Village Core.

As someone who chooses Mountain Village specifically for its commitment to sustainability, clean air, and a car-free lifestyle, I find this proposal deeply disappointing. It runs counter to the very principles that make this place special. The gondola system was designed to reduce vehicle traffic and promote a healthier, more connected community. Approving this parking lot would be a step backward.

If this project moves forward, it would seriously impact my decision to return in the future. I urge the Board to protect the integrity of Mountain Village's outdoor and pedestrian experience by rejecting this proposal.

Sincerely,

Elaina Stanton
Outdoor enthusiast and frequent visitor to Mountain Village

Stantonbunch2@yahoo.com

Erin Howe

From: George Barutha <gbarutha@outlook.com>
Sent: Wednesday, July 9, 2025 10:24 AM
To: planning
Subject: Country club parking lot

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

I am the owner of a house at 255 CC Dr . I am NOT in favor of a parking lot at your proposed location. Thank you,George Barutha .

Daniel Alvarado, AICP

From: Hillary G. McCall <hillarygmccall@gmail.com>
Sent: Tuesday, July 8, 2025 2:54 PM
To: planning
Subject: Opposition to Conditional Use Permit for Parking Lot

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

Dear Planners,

My name is Hillary McCall and I am a resident of Country Club Drive. I am writing to express my strongest opposition to the Conditional Use Permit application submitted by Telluride Ski & Golf (TSG) to construct a 33-space employee parking lot on Lots 122, 123, and OS-1R2.

I'm writing to you today as a concerned resident about the proposed parking lot. While I understand the need for employee parking, my primary concern, and one I believe many of my neighbors share, is the safety of our families and friends who use our local roads daily.

Specifically, my worry centers on the planned access point for this lot. It's located on that particularly steep and blind section of the hairpin curve on Country Club Drive. As you know, there's no sidewalk along that stretch. This road is heavily used by so many members of our community – children walking or biking, hikers heading to the trails, and other neighbors simply out for a stroll.

Adding the daily coming and going of potentially 33 employees' vehicles right at that hazardous spot, on a road that's already challenging, seems like it would create a substantial physical hazard.

Speaking personally, I have two children who are frequently out on this road. The road is already quite dangerous without the added traffic this parking lot would create. The thought of increased traffic volume on that blind curve, where visibility is already poor, is genuinely frightening.

I truly hope the council will consider these safety implications very carefully before moving forward.

This proposal fails to meet the Town's criteria for a Conditional Use Permit. I urge you to please deny this application. I plan to attend the upcoming public hearings to express my concerns in person.

Thank you for your time and consideration.

Sincerely,

Hillary McCall

245 Country Club Drive, Unit C Resident, Town of Mountain Village

Daniel Alvarado, AICP

From: Jason Hannah <jason@dickhannah.com>
Sent: Monday, July 7, 2025 7:44 PM
To: cd
Subject: Peaks parking lot

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

We wanted to let you know that we oppose the parking lot for all the same reasons other homeowners along Country Club Drive do.

Thank you,

Jason and Maggie Hannah
166 Country Club Drive

Jason Hannah
Director
Dick Hannah Dealerships
Desk 360-944-3372 Ext. 3372
dickhannah.com



We care about your security and privacy. Please do not send any sensitive personal information or any other non-public information by email. Ask one of our team members how to best share sensitive information.

To: Design Review Board
Town Council
Town of Mountain Village
Via email: planning@mtnvillage.org
From: John Horn
Date: July 9, 2025
Re: Lots 122 and 123 and Tract OS-1R2
- TSG's Country Club Dr. Parking Lot - "They paved paradise and put up a parking lot" – Joni Mitchell

1. Apparently Joni Mitchell foresaw what Telluride Ski & Golf, LLC ("TSG") is proposing to do in its application for a approve a conditional use permit for the area within the first elbow of the S-curves on Country Club Dr. between the See Forever Cabins and Alan Safdi's and Harlan Waksal's homes. The thought of a dusty and unsightly parking lot and the corresponding traffic from its 33 proposed parking spaces for TSG employee-ONLY vehicles is extremely unsettling to many who live on Country Club Dr. and many others who walk or bike through this area. Lots 122 and 123 are currently zoned as follows, which does not include a parking lot:

Lot	Zoning	# of Units
122	CONDO	9.0
122	EMP APT	1.0
123	CONDO	11.0
123	EMP APT	1.0

2. The relevant criteria that DRB and Council must apply when reviewing the application are in Column A, comments appear in Column B:

Column A	Column B
"17.4.14. D. Criteria for Decision.	
1. The following criteria shall be met for the review authority to approve a conditional use permit:	
a. The proposed conditional use is in general conformity with the policies of the principles, policies and actions set forth in the Comprehensive Plan;	1. The Comp Plan does NOT remotely anticipate locating a surface parking lot in this location and, therefore, the proposal is NOT in conformity. 1.1 On page 34 of the Mountain Village Comprehensive Plan ("Comp Plan") it states: "Preserve the character of existing low-density residential areas." Although the area is currently zoned for 20 Condos and 2 Emp Apt, that use is more compatible with this residential area than a barren, intrusive and utilitarian use such as a gravel parking lot.

1.2 On page 22 of the Comp Plan it states:

> "Air and water qualities are improved."

It is hard to conceive of any scenario in which an unpaved and dusty parking lot will improve air and water quality. A "paved apron at the entrance to the temporary parking lot to reduce dust, control sediment runoff" will not improve air and water quality and will have minimal effect in terms of reducing the negative impacts. Dust clouds and dirty runoff don't quite scream "improved", unless we're counting erosion as a feature.

1.3 On page 33 of the Comp Plan it states:

> "Land uses envisioned by the Comprehensive Plan are designed to "fit" into the surrounding neighborhood to ensure appropriate scale and context to their surrounding natural and built environments."

A dirt parking lot was never "envisioned by the Comprehensive Plan" for this location and simply does not "fit" into the surrounding neighborhood". When the Comp Plan was approved no one stood up and said, "You know what would *really* tie this neighborhood together? A dust-blown gravel lot full of employee vehicles." A dirt parking lot in this location does not "ensure appropriate scale and context to their surrounding natural and built environments."

1.4 On page 5 of the Comp Plan it states:

> "But the Comprehensive Plan is not just about economics and money. It clearly recognizes the importance of Mountain Village's exceptional residential neighborhoods and their interconnections with ski runs and golf fairways. It recognizes the importance of the space, tranquility, and extraordinary views that make Mountain Village unique among alpine resort communities, and it seeks to protect them by suggesting more restrictive zoning on the vast majority of land in the town. The Comprehensive Plan also provides the framework for the creation of a true sense of community."

	"But the Comprehensive Plan is not just about economics and money." It is hard to see how locating a parking lot in this location is about anything other than "economics and money." A single-family residential neighborhood is clearly established on three sides of the proposed site and in its current condition the site provides "space, tranquility, and extraordinary views". A parking lot will destroy the existing "space, tranquility, and extraordinary views". If Mountain Village truly "seeks to protect" "space, tranquility, and extraordinary views", then now is the time for our Town officials to step forward and do what we say we are going to do. 1.5 On page 9 of the Comp Plan it states: "Better sustainability can be achieved by: Protecting residential neighborhoods;" If Mountain Village is truly committed to "Protecting residential neighborhoods", then, again, now is the time for our Town officials to step forward and do what we say we are going to do. 1.6 On page 32 of the Comp Plan it states: "Much of the land area in Mountain Village is very stable and not expected to change in the future, particularly single-family neighborhoods." The owners of the single-family homes that surround three sides of the site recognize that a 22 unit condominium project will eventually be built on the site. However, to impose a dirt parking lot on them for any period of time prior to the construction of the condominium project is contrary to the goal that "the land area in Mountain Village is very stable and not expected to change in the future, particularly single-family neighborhoods." Furthermore, based on studies and many years of experience, it is clear that a 33 unit parking lot will generate considerably more traffic that a 22 unit condominium project. 1.7 On page 16 of the Comp Plan it states:

> "The relationship between Mountain Village's natural and built environments creates a sense of place and authentic small-town charm unique to the region. The level of construction in Mountain Village does not reduce the quality of life for residents and visitors."

Plopping a dusty and noisy parking lot down in the middle of a single-family neighborhood just makes no sense and is totally contrary to the Comp Plan's stated goal of protecting the "the quality of life for residents". If your definition of quality of life includes traffic noise and dust clouds, then you're in luck if the parking lot is approved.

1.8 On page 18 of the Comp Plan the following UNIVERSAL VISION STATEMENT states:

> "UNIVERSAL VISION STATEMENT
> Mountain Village is a vibrant, healthy town that provides a high quality of life and experiences for full-time and part-time residents and visitors."

Again, plopping a dusty and noisy parking lot down in the middle of a single-family neighborhood just makes no sense and is totally contrary to the Universal Vision Statement that Mountain Village "provides a high quality of life".

1.9 On page 21 of the Comp Plan it states:

> "Mountain Village offers an exceptional setting in which to live, work, invest, and visit. Residential neighborhoods are surrounded by scenic alpine landscapes, forested mountain open space, alpine vistas, and wildlife habitat. A system of open space creates attractive buffers between the built and natural environments and gives context to the built environment. Together, open space conservation and recreation contribute to the quality of life and a robust economy in Mountain Village."

In its current state, Tract OS-1R2 creates an attractive buffer and contributes to the quality of life of the neighborhood. The proposed use will destroy the buffer

	and, along with it, the quality of life of the neighborhood. 1.10 Based on the discussion in paragraphs 1.1 through 1.9, it is hard to understand how anyone can conclude that the "proposed conditional use is in general conformity with the policies of the principles, policies and actions set forth in the Comprehensive Plan". Accordingly, the application should be denied. This application is out of step with the community and should be denied before it kicks up more dust than sense.
b. The proposed conditional use is in harmony and compatible with surrounding land uses and the neighborhood and will not create a substantial adverse impact on adjacent properties or on services and infrastructure;	2. The site is surrounded on three sides by single family homes; the fourth side is a wetland on the Peaks lot. It is hard to imagine that a dusty and noisy parking lot plopped down in the middle of single family homes "is in harmony and compatible with surrounding land uses". 2.1 A dusty and noisy parking certainly appears to "create a substantial adverse impact on" the adjacent single family homeowners. 2.3 Based on the discussion in paragraphs 2 and 2.1, it is hard to understand how anyone can conclude that the proposed conditional use meets the requirements of Section 17.4.14. D.1.b. Accordingly, the application should be denied.
c. The design, development and operation of the proposed conditional use shall not constitute a substantial physical hazard to the neighborhood, public facilities, infrastructure or open space;	3. The traffic generated by a 33 space parking lot will substantially increase the traffic on this blind section of this hairpin curve resulting in "substantial physical hazard to the neighborhood" and to the many hikers, bikers and folks traveling from the Meadows area who use this steep road that has no sidewalk. As noted above, based on studies and many years of experience, it is clear that a 33 unit parking lot will generate considerably more traffic that a 22 unit condominium project. 3.1 Based on the discussion in paragraph 3, it is hard to understand how anyone can conclude that the proposed conditional use meets the requirements of Section 17.4.14. D.1.c. Accordingly, the application should be denied.

d. The design, development and operation of the proposed conditional use shall not have significant adverse effect to the surrounding property owners and uses;	4. See 1 through 3 above which are incorporated herein. 4.1 Based on the discussion in paragraphs 1 through 3, it is hard to understand how anyone can conclude that the proposed conditional use meets the requirements of Section 17.4.14. D.1.d. Accordingly, the application should be denied.
e. The design, development and operation of the proposed conditional use shall not have a significant adverse effect on open space or the purposes of the facilities owned by the Town;	5. Based on TSG's drawings, approximately 60.1% (15,690 SF) of the total area disturbed by the project is located on open space and the balance is located on Lots 122 and 123. The disturbance will be a combination of a total loss of trees and vegetation, extensive grading and a resulting dirt-surface parking lot. The total loss of trees and vegetation, extensive grading and a resulting dirt-surface parking lot certainly appears to have a "significant adverse effect on open space". When the 22 unit condominium project eventually comes before the DRB, DRB will be charged with minimizing the negative impacts of the development pursuant to the provisions of the land use code. Allowing the clear cutting and grading of the open space for this parking lot will rob the DRB of any opportunity to ensure there is not a "significant adverse effect on open space". But until then? Is it time to gravel paradise and invite the carpool. 5.1 Based on the discussion in paragraph 5, it is hard to understand how anyone can conclude that the proposed conditional use meets the requirements of Section 17.4.14. D.1.e. Accordingly, the application should be denied.
f. The design, development and operation of the proposed conditional use shall minimize adverse environmental and visual impacts to the extent possible considering the nature of the proposed conditional use;"	7. It does not appear that any type of argument could possibly exist in which the total loss of trees and vegetation, extensive grading and a resulting dirt-surface parking minimizes "adverse environmental and visual impacts". 7.1 Based on the discussion in paragraph 7, it is hard to understand how anyone can conclude that the proposed conditional use meets the requirements of Section 17.4.14. D.1.f. Accordingly, the application should be denied.

3. TSG's application says it is for only 5 years, but once it is place it is more than likely that it will remain in place for many more years until Lots 122 and 123 are ultimately developed into its 22 unit project. TSG's similar parking lot near the pond in the Village Core has existed for 20 years +/-. If approved one can only assume this parking lot will be around for many, many years. Like a federal government program or a fruitcake at Christmas, it'll be around forever.

4. Mountain Village does have a parking problem—but tossing gravel on open space to create a temporary employee-only gravel lot does not solve the community's parking problems. In fact, by providing TSG with a short-term workaround, the Town may inadvertently reduce the urgency to implement the long-term, community-wide solution identified in the Comprehensive Plan: the expansion of the Town Hall parking structure. Approving this isolated use risks diverting attention and resources from the broader, coordinated approach the Plan envisions. If the goal is to solve the community's problem, we must begin at the location already designated for that purpose—not wherever a temporary fix happens to be most convenient.

5. If the Design Review Board and Town Council choose to treat the Comprehensive Plan and Section 17.4.14.D.1 as if they were last year's New Year's resolutions—well-intentioned but ultimately forgotten—then the question becomes: where does this kind of institutional disregard end? The answer is troubling. It won't stop with one parcel, one project, or one neighborhood. Once the Town allows Active Open Space to be sacrificed for convenience, the precedent is set—and the message is clear: no open space is safe. Any tract, no matter how carefully designated, no matter how integrally woven into the surrounding community, will be fair game for reclassification and development pressure. The community's vision for open space set as forth in the Comp Plan's Future Land Use Map (see page 36) will be abandoned.

Those who live adjacent to or near designated open space should be alarmed. Open space is not a placeholder for overflow parking, employee staging, or piecemeal development. It is a public trust, a protective buffer, and a guarantee that the character of surrounding neighborhoods will be preserved. Residents purchased and invested in their homes based on those protections. If the Town abandons the legal and policy commitments that have long safeguarded these tracts, then no neighborhood can rely on the permanence of its surrounding open areas. Every future application will point to the exception made here, using it as justification for the next encroachment.

Once the first principle is bulldozed—once the Town decides that its adopted regulations and community plans are not even aspirational, let alone enforceable—flattening other principles becomes disturbingly easy. It is a domino effect, not just in law but in civic trust. The Town will lose the credibility of its planning documents, and residents will lose the predictability they rely upon to preserve their quality of life.

How will neighbors feel when the peaceful clearing or forested buffer next to their homes—once designated as Active Open Space—becomes overflow parking for someone else's commercial enterprise? What happens when their views, peace, and property values are sacrificed for a temporary fix to a problem they did not create? If this application is approved in contravention of Section 17.4.14.D.1 and the Comprehensive Plan, then no open space is protected, no neighborhood is safe, and no policy is secure from being swept aside in the name of short-term convenience.

Will portions of the open space tracts outlined in blue below be the location of some of the Town's next parking lots:



Today it's OS-1R2. Tomorrow it's OS-OMG. Will every patch of open space be fair game for four wheels and a cloud of dust.

Conclusion
On page 6 the Comp Plan states:

> "A Comprehensive Plan is a guiding policy document. It provides goals and high level recommendations to help shape growth within a community by envisioning and planning future land use, transportation, infrastructure, utilities, natural resources, open space, and community facilities. It is a document that combines community vision with analysis, research, and best practices."

Are we as a community going to live up to the goals and vision clearly established in our Comp Plan or are we simply going to pay lip service to them and approve a parking lot that is in no way consistent with any portion of the Comp Plan? Can any Town official look any member of this neighborhood in the eye

and provide a legally sound explanation of how this application lives up to the goals and vision of the Comp Plan and meets the requirements of Section 17.4.14. D.1?

On page 29 of the Comp Plan it states:

> "The Comprehensive Plan elements also intend to: 1. Provide a policy guide for Town Council, DRB and staff in evaluating certain development proposals."

Nothing says residential tranquility like 33 dusty vehicles playing bumper cars on a gravel lot. The policy guide is clear; the proposed parking lot is in no way consistent with any portion of the Comp Plan. There appears to be no scenario in which the application meets the requirements of Section 17.4.14. D.1 or "is in general conformity with the policies of the principles, policies and actions set forth in the Comprehensive Plan" and, therefore, it should be denied.

We all moved to Mountain Village for the open space, the peace, the air you can actually breathe. Let's not trade that in for a gravel lot that kicks up dust and kicks out common sense.

This application doesn't meet the Plan. Doesn't meet the code. Doesn't meet the expectations of the neighbors. It shouldn't meet approval.

Let's protect our paradise before someone mistakes it for a parking lot.

END OF MEMORANDUM

Erin Howe

From: John Kritser <johnk@yhmc.com>
Sent: Tuesday, July 8, 2025 3:43 PM
To: planning
Subject: Parking lot on Country Club Dr

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

Dear planning committee,

We strongly object to the dirt/gravel parking lot on Country Club Dr. We have strong reservations about it being temporary and this does not fit our neighborhood. It would be a tragedy to approve this parking lot. Thank you for your time.

Sincerely,

John and Nancy Kritser
192 Country Club Dr.

Erin Howe

From: Kathleen Howell <howell.kathleen.e@gmail.com>
Sent: Thursday, July 3, 2025 2:06 PM
To: cd
Subject: Opposition to Pending Development Application - OS-1R-2 Temporary TSG Parking Lot

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

Dear Council and DRB Members,

I am writing as a full-time resident, local worker, and Mountain Village homeowner to firmly oppose the plan to create a temporary TSG employee parking lot near our residence.

While I understand the challenges presented by the upcoming Four Seasons development and the potential loss of parking, clearing the open space in front of our home to make way for a temporary lot is not a suitable or sustainable solution. This proposal fails to address long-term needs, and instead, creates a short-term fix that causes irreversible harm to the surrounding environment and neighborhood character.

There are existing, viable alternatives for TSG employees to access the Mountain Village core, including the gondola and bus system, which offer more direct access to the core area than this proposed lot. It is only fair and appropriate that TSG staff utilize the same public transit options available to other businesses and residents. Creating an unnecessary temporary development for a small number of vehicles - when existing lots are often underutilized (as I observe daily) - is both inefficient and environmentally damaging.

Furthermore, this development would require the removal of mature trees near our home, degrading the natural beauty and open space that is a shared asset of our community. The visual and environmental impacts of this plan would extend far beyond our property, affecting numerous residents and property owners who value these protected spaces.

We are also deeply concerned about the safety implications. This proposed lot would increase pedestrian and vehicular traffic on a stretch of road that is already hazardous - there are no sidewalks, no ADA-accessible infrastructure, and the road is characterized by sharp turns and frequent speeding. Adding more traffic and access around a blind turn in this area puts both residents and visitors at greater risk.

Additionally, because there are no usable sidewalks, we anticipate a rise in pedestrian cut-through traffic across the See Forever property, which undermines privacy and disrupts the peaceful use of our community.

In summary, while the need for creative parking solutions is understandable, this proposal sets a troubling precedent for temporary development at the cost of our open space, safety, and community integrity. I urge the Council to reject this application and seek alternative solutions that align with long-term planning goals and community values.

Thank you for your service and your careful consideration.

Best,
Kathleen Howell

Erin Howe

From: Kevin Denman <kcdenman@gmail.com>
Sent: Tuesday, July 8, 2025 2:47 PM
To: planning
Subject: Opposition to Conditional Use Permit for Parking Lot

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

Dear Planners,

My name is Kevin Denman and I am a resident of Country Club Drive. I am writing to express my strongest opposition to the Conditional Use Permit application submitted by Telluride Ski & Golf (TSG) to construct a 33-space employee parking lot on Lots 122, 123, and OS-1R2.

My primary concern is the safety of my family and neighbors. The proposed access point is on a steep, blind section of a hairpin curve on Country Club Drive that has no sidewalk. Adding daily traffic from 33 employees would create a "substantial physical hazard" for the many children, hikers, and bikers who use this road.

This proposal is entirely out of character with our neighborhood. A noisy, dusty, unpaved parking lot is not "in harmony and compatible with surrounding land uses," which consist of single-family homes. It would have a substantial adverse impact on adjacent properties and the community's residential character.

This proposal fails to meet the Town's criteria for a Conditional Use Permit. I urge you to please deny this application. I plan to attend the upcoming public hearings to express my concerns in person.

Thank you for your time and consideration.

Sincerely,
Kevin Denman
245 Country Club Drive, Unit C, Mountain Village, 81435
Resident, Town of Mountain Village

Erin Howe

From: Kevin Mellor <k.mellor@knightcommercial.com>
Sent: Wednesday, June 25, 2025 8:24 AM
To: planning
Subject: Opposition to Proposed TSG Employee Parking Lot on Country Club Drive (CUP Application)

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

Dear Planning Department,

I am writing as a homeowner on Country Club Drive to express my strong opposition to TSG's Conditional Use Permit (CUP) application proposing a 33-space employee-only parking lot within the first elbow of the S-curves, between the See Forever Cabins and the homes of Dr. Alan Safdi and Dr. Harlan Waksal. This proposed parking lot is entirely incompatible with the character and safety of our residential neighborhood. It is not only visually and environmentally disruptive, but it also introduces serious safety concerns on a blind curve that is already hazardous to drivers, pedestrians, cyclists, and hikers—many of whom use this section of Country Club Drive as a connector to the Meadows.

Here are just a few of the reasons I believe this application should be denied:

1. **Inconsistent with the Comprehensive Plan:** The plan does not remotely anticipate a surface parking lot in this location. The proposed use is not in general conformity with the policies and principles outlined in the Comprehensive Plan, particularly those emphasizing neighborhood compatibility and quality of life.
2. **Not compatible with surrounding land uses:** This area is surrounded almost entirely by single-family homes. A dusty, noisy, utilitarian parking lot is not "in harmony and compatible" with the existing residential setting, nor does it respect the expectations of current property owners.
3. **Creates traffic and safety hazards:** A parking lot of this scale will significantly increase traffic on a dangerous stretch of steep, winding road with no sidewalk infrastructure. This poses a clear physical hazard to residents and visitors alike.
4. **Environmental and open space impacts:** The plan would disturb approximately 60% of the site's surface area, resulting in total loss of trees and vegetation, extensive grading, and a dirt-surfaced lot—all of which have significant adverse environmental and visual impacts.
5. **Likely permanence:** Although TSG labels this as a "temporary" 5-year use, past experience with similar "temporary" lots—such as the one near the Village pond—suggests this lot could easily remain in place indefinitely.

The Town's Comprehensive Plan explicitly states:

"The relationship between Mountain Village's natural and built environments creates a sense of place and authentic small-town charm... The level of construction in Mountain Village does not reduce the quality of life for residents and visitors."
Approving this parking lot would undermine that goal.

I urge the Town to deny this Conditional Use Permit and to protect the character, safety, and quality of life in our neighborhood.

Sincerely,

Kevin Mellor
267 Country Club Drive
Mountain Village Resident

KNIGHT COMMERCIAL

Kevin Mellor | Regional Manager | Houston
k.mellor@knightcommercial.com
Mobile: **832.778.8645**
24/7 Emergency Hotline: **877.965.8200**
www.knightcommercial.com

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Daniel Alvarado, AICP

From: Kevin Mellor <k.mellor@knightcommercial.com>
Sent: Wednesday, July 2, 2025 3:02 PM
To: planning
Subject: RE: Opposition to Proposed TSG Employee Parking Lot on Country Club Drive (CUP Application)

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

Dear Planning Department,

In addition to the email, I sent on Wednesday, June 25, 2025, I would like to further suggest that parking for TSG be considered in the lot by the market. This location already has rights to build an additional level, which would not only provide more parking capacity for TSG but also benefit the entire town of Mountain Village.

Importantly, this solution would help avoid disruption to our neighborhood and preserve its character, while still addressing the town's growing parking needs.

Thank you for considering this alternative.

Best regards,

Kevin Mellor
267 Country Club Drive
Mountain Village Resident

KNIGHT COMMERCIAL

Kevin Mellor | Regional Manager | Houston
k.mellor@knightcommercial.com
Mobile: **832.778.8645**
24/7 Emergency Hotline: **877.965.8200**
www.knightcommercial.com

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EXCELLENCE | INTEGRITY | PERSEVERANCE | SERVANTHOOD

From: Kevin Mellor
Sent: Wednesday, June 25, 2025 9:24 AM
To: planning@mtnvillage.org
Subject: Opposition to Proposed TSG Employee Parking Lot on Country Club Drive (CUP Application)

Dear Planning Department,

I am writing as a homeowner on Country Club Drive to express my strong opposition to TSG's Conditional Use Permit (CUP) application proposing a 33-space employee-only parking lot within the first elbow of the S-curves, between the See Forever Cabins and the homes of Dr. Alan Safdi and Dr. Harlan Waksal. This proposed parking lot is entirely incompatible with the character and safety of our residential neighborhood. It is not only visually and environmentally disruptive, but it also introduces serious safety

concerns on a blind curve that is already hazardous to drivers, pedestrians, cyclists, and hikers—many of whom use this section of Country Club Drive as a connector to the Meadows.

Here are just a few of the reasons I believe this application should be denied:

1. **Inconsistent with the Comprehensive Plan:** The plan does not remotely anticipate a surface parking lot in this location. The proposed use is not in general conformity with the policies and principles outlined in the Comprehensive Plan, particularly those emphasizing neighborhood compatibility and quality of life.
2. **Not compatible with surrounding land uses:** This area is surrounded almost entirely by single-family homes. A dusty, noisy, utilitarian parking lot is not "in harmony and compatible" with the existing residential setting, nor does it respect the expectations of current property owners.
3. **Creates traffic and safety hazards:** A parking lot of this scale will significantly increase traffic on a dangerous stretch of steep, winding road with no sidewalk infrastructure. This poses a clear physical hazard to residents and visitors alike.
4. **Environmental and open space impacts:** The plan would disturb approximately 60% of the site's surface area, resulting in total loss of trees and vegetation, extensive grading, and a dirt-surfaced lot—all of which have significant adverse environmental and visual impacts.
5. **Likely permanence:** Although TSG labels this as a "temporary" 5-year use, past experience with similar "temporary" lots—such as the one near the Village pond—suggests this lot could easily remain in place indefinitely.

The Town's Comprehensive Plan explicitly states:

"The relationship between Mountain Village's natural and built environments creates a sense of place and authentic small-town charm… The level of construction in Mountain Village does not reduce the quality of life for residents and visitors."
Approving this parking lot would undermine that goal.

I urge the Town to deny this Conditional Use Permit and to protect the character, safety, and quality of life in our neighborhood.

Sincerely,

Kevin Mellor
267 Country Club Drive
Mountain Village Resident

KNIGHT COMMERCIAL

Kevin Mellor | Regional Manager | Houston
k.mellor@knightcommercial.com
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Daniel Alvarado, AICP

From: Kristen Lange <klange892@gmail.com>
Sent: Tuesday, July 8, 2025 2:44 PM
To: planning
Subject: TSG Parking Lot application - Kristen Lange - oppose

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

To: Design Review Board
Town Council
Town of Mountain Village
(Via email)

I request you to not approve the proposed parking lot on Lots 122 & 123 and Tract OS-1R2.

I, too, endorse John Horn's comprehensive review that notes the flaws of this proposal.

My father, Sandy Lange, also sent a detailed summary, all of which I agree with as well.

My main concern, as a mother with a young daughter, is safety. The increased traffic and desired location for the parking lot will undoubtedly create a very unsafe situation on a road with challenging curves that I commonly see people walking (+ with their dogs) and biking on. I enjoy walking / running on this road as well…it has changed a lot in the 25+ years we have had a home on Country Club Drive…this application, if approved, would be very concerning to me.

With how high the property taxes are becoming, as a property owner, you would hope that development enhances property values over time as well. This one unfortunately does the opposite, specifically for the homeowners directly across from this.

Please give it further thought and decide upon a better, safer location for this lot or an alternative mode of getting this transportation accomplished (shuttle, etc.)

Thank you for your consideration.

--
Kristen Lange

Cell: (317) 752-2204
Email: klange892@gmail.com

Daniel Alvarado, AICP

From: Lisa Boyce <lisaandboyce@yahoo.com>
Sent: Tuesday, July 8, 2025 11:49 AM
To: planning; Martinique Prohaska; Scott Pearson; Pete Duprey; Harvey Mogenson; Tucker Magid; Huascar (Rick) Gomez; aarguelles@mtnvillage.org
Subject: Opposition to Proposed Parking Lot on Lots 122, 123, and Tract OS-1R2

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

Dear Mountain Village Town Council Members,

I hope this message finds you well. I'm writing to respectfully express my strong opposition to any proposal to convert Lots 122 and 123 and Tract OS-1R2 into a parking lot.

Prior to constructing our residence on Country Club Drive, we frequently stayed at The Peaks Hotel. Upon making room reservations, I was quoted varying rates, with rooms facing the golf course invariably commanding a premium price compared to those overlooking the front parking lot of the hotel. This disparity is readily apparent, as parking lots are generally considered unsightly and unattractive. Consequently, I believe that replacing the aspen grove green area with a parking lot would result in a significant decline in our property values, as parking lots are aesthetically unappealing. Furthermore, I anticipate that this parking lot would impose a burden on all residents, as they would be perpetually confronted with an unattractive expanse of vehicles for their view. We all relocated to Mountain Village for the lush green beauty of the mountains and to live in close proximity to nature. This proposed parking lot is utterly incongruous with the natural beauty and surroundings that we all cherish and that we all should protect and preserve.

As you know, these parcels, particularly Tract OS-1R2, serve as valuable open space that contributes significantly to the ecological, visual, and recreational character of Mountain Village. Putting a parking lot would not only disrupt natural habitats and increase surface runoff but also contradict the very principles of sustainable development and environmental stewardship that define our community.

Moreover, replacing open space with a parking lot would:

- Diminish the scenic charm that residents and visitors alike cherish,
- Introduce more vehicle traffic, noise, and light pollution into nearby neighborhoods,
- Pose risks to pedestrians and cyclists who rely on adjacent trails, and

- Set a troubling precedent for the future use of protected open space.

Telluride Mountain Village has long been admired for its innovative approach to transportation, particularly the gondola system and commitment to walkability. Rather than expanding parking infrastructure at the expense of natural areas, I urge the Council to explore more forward-thinking solutions such as enhanced transit options, remote parking with efficient connections, or improved wayfinding for existing lots.

Perhaps most importantly, converting this land undermines years of thoughtful land-use planning and public input. These open space designations were not accidental; they reflect our community's deep-rooted values and vision for a livable, sustainable mountain town.

I respectfully ask that you consider the long-term impacts of this proposal and reject any initiative that would turn these lots into a parking facility.

Thank you for your time and continued service to our community.

Warm regards,

Lisa Boyce
253 Country Club Drive
lisaandboyce@yahoo.com

Erin Howe

From: Liz Daher <liz@daherinc.com>
Sent: Tuesday, June 24, 2025 11:01 AM
To: planning
Subject: We are "AGAINST" the parking lot on Country Club - DENY THIS PERMIT REQUEST
Attachments: conditional_use_permit_lots_122-_123-_and_os-1r2.pdf

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

My name is Liz Daher, owner of 267 Country Club, Mountain Village 81435. I just received an email about this proposed parking lot. Us, homeowners on Country Club, pay high real estate costs and taxes to live there. We already had to endure all this development taking away beautiful land for more condos. Now, you want to put in a parking lot. The road is very narrow, it's already a congested with traffic and a safety issue around that curve for pedestrians, cyclists, and drivers. This parking lot will be not only unsightly but contribute to problem and safety concerns.

I read the attachment for the permit from John Miller about it only being 5 years, and it not having impact on environment, traffic and all his promises conditions in order to obtain permit. Promises and terms are always put in permits by developers and TSG to get what they want at the expense of the home-owner. TSG has a junk area over by the Peaks loading dock they can't even manage. I'm tired of Teleski trying to enrich themselves at our expense. It is unethical. I am against it 100% and am not negotiable.

Having to write a protest, request denial and attend hearings is harassment and disrespectful to Country Club home-owners. TSG spends a lot time on this type of non-sense, and meetings. The rest of us home-owners have “jobs” and responsibilities, not time for attending hearings. We request, TSG pay all County Club homeowners annual property taxes.

Please deny his request for this permit.

Liz Daher
Belorizonte, LLC
267 Country Club
Mountain Village, Co. 81435



Daniel Alvarado, AICP

From: Michael Harrington <harrington.m@gmail.com>
Sent: Monday, July 7, 2025 7:27 PM
To: planning
Subject: Opposition to Proposed TSG Employee Parking Lot on Country Club Drive

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

Dear Planning Staff and Town Leaders,
I am writing to formally oppose the Conditional Use Permit application submitted by TSG to construct a 33-space surface parking lot on Country Club Drive, near the S-curves between the See Forever Cabins and neighboring homes. As a homeowner in Mountain Village, I am deeply concerned about the negative impacts this proposed development would have on our community. This proposal is troubling for a number of reasons:

1. It Conflicts with the Comprehensive Plan
The Town's Comprehensive Plan clearly emphasizes preserving open space, protecting the quality of life for residents, and ensuring development aligns with the character of Mountain Village. A large dirt parking lot located in a peaceful residential corridor directly undermines these principles. This site was never intended for high-volume vehicular use, and the proposal is plainly out of alignment with the Plan's goals.

2. Negative Impacts on Residential Neighborhoods
The proposed lot would bring daily traffic, noise, and dust to a neighborhood surrounded by single-family homes. This intrusion would significantly disrupt the quiet character of the area. It's difficult to argue that this use is either "compatible" with the surrounding land uses or "in harmony" with the neighborhood.

3. Environmental Degradation and Loss of Open Space
Over 60% of the proposed disturbed area lies in designated open space. Approving this project would result in the loss of mature trees, habitat disruption, and substantial grading—changes that are irreversible in the near term. Mountain Village's open space is one of its most valued assets, and once compromised, it is rarely restored to its original state.

4. Pedestrian and Vehicle Safety Concerns
The proposed location lies on a blind curve on a narrow, winding section of Country Club Drive that lacks sidewalks and is heavily used by pedestrians, cyclists, and outdoor enthusiasts. The increase in vehicle traffic from this lot would pose a serious safety risk, particularly during the winter season.

5. Concerns About "Temporary" Use Becoming Permanent
TSG claims the use will be temporary over five years, but past precedent shows that these so-called "temporary" installations often outlast their stated timeline. The current employee lot in the Village

Core, which was also intended as a temporary solution, has remained in place for over 20 years. If approved, this parking lot will likely become a long-term fixture.

6. Failure to Meet Required Review Criteria
The project clearly fails to meet several of the Conditional Use Permit criteria required by the Town Code (§17.4.14.D). It does not align with the Comprehensive Plan, is incompatible with surrounding uses, poses safety risks, negatively affects open space, and lacks any meaningful environmental mitigation.

I urge the DRB and Town Council to deny this application and encourage TSG to pursue alternatives that are consistent with the town's long-term vision, protect our natural and residential environments, and respect the interests of current homeowners.
Thank you for your consideration, and I request that this letter be included in the public record. I also plan to attend the upcoming hearings to ensure our community's voice is heard.

Warm regards,
Michael Harrington
117 Sunny Ridge Place, Unit 131, Mountain Village, CO 81435
214-886-9260
harrington.m@gmail.com

TRILLIUM MV PARTNERS LLC,
A COLORADO LIMITED LIABILITY COMPANY

July 1, 2025

cd@mtnvillage.org
Town of Mountain Village
Attention: Community Development

Subject: Opposition to Plans/Permit Reviews – TSG Parking Lot Proposal on Country Club Drive

Dear Sir/Madam,

I am the manager/member of Trillium MV Partners LLC, a Colorado limited liability company, the owner of Lot 115, which is located directly across the street (Country Club Drive) from the TSG property upon which the surface parking lot proposed by TSG Ski and Golf, LLC is being reviewed by the Town.

Like many of my neighbors, I am very concerned about the significant impacts that this parking lot that would accommodate TSG employees will cause to our neighborhood in general and my property in particular. I am very much opposed to TSG's request for Town consideration and approval of any plans or permits, including a Conditional Use Permit, seeking approval to construct, use and operate a proposed surface parking lot on Lots 122/123 and adjacent open space, which would be used to serve TSG employees working elsewhere in the Mt Village.

I reviewed the comments offered by my neighbors, which point out various issues and concerns about the use of the surface parking lot proposed by TSG and whether the proposal complies with applicable Town codes. Generally speaking, I am concerned about the following impacts:

- Health/safety issues and concerns relating to the usage of Country Club Drive at is most challenging location (narrow, winding).

- The use of the parking lot would require substantial clearing, grading and tree loss, while having no bearing to a well-designed development plan for buildings and related improvements to be developed on the property after the term of the interim parking lot expires.

- The use would have appreciable impacts relating to noise, dust and visual to our neighborhood that are not readily capable of meaningful mitigation to offsets the impacts of the use, nor have any been suggested by TSG.

- The use does not belong in the midst of a well-established, single-family and mixed-use neighborhood.

- The use will have a substantial impact to my use and enjoyment of my lot and a negative impact on my property values.

According to §17.4.14.D of the Municipal Code, a conditional use permit must:
- Be "in general conformity" with the Comprehensive Plan → **It is not.**
- Be "in harmony" with surrounding land uses → **It is not.**
- Not pose a "substantial physical hazard" → **It does.**
- Avoid "significant adverse effect" on adjacent properties → **It fails here.**

- Minimize adverse environmental impacts → **It exacerbates them.**

In addition to these shared objections, I also want to offer some additional comments and concerns, which I have discussed with my land use attorney and real estate advisors. I believe these concerns further support the need for the Town to deny this Conditional Use Permit request:

Incompatible with Community Development Code and Comprehensive Plan

- The Mountain Village, through the Community Development Code (CDC) regulates the uses and activities that may occur and be developed on all property located in the Mountain Village, including Lots 122/123 and the adjoining open space parcel. Under the allowable use table stated in the CDC, the use of these lots/parcels does not appear to be allowed under the Town laws, as such, this presents a threshold level problem for TSG that I believe would bar the Town from even considering this application and the related uses.

    - For property zoned Village Center, such as Lots 122/123, the CDC allows for surface parking "for guests" (presumably the reference to guests is meant to relate to guests or the usage occurring on the lot, not elsewhere). The CDC contemplates that such usage for parking on Lots 122/123 is an "accessory use" of the principal use occurring on Lots 122/123 (an accessory use is a use on a lot that is incidental and exclusive to that of the principal structure or building). Much of the parking lot being proposed by TSG is occurring on Lots 122/123. The CDC does not appear to allow for surface parking accommodating off-site employee usage by right or as a Conditional Use Review application in this zone, rather, the use for employee parking would be proper if incorporated as part of an overall development plan for the site, which is not the case here. The CDC provisions for review of a surface parking lot under the Conditional Use Review process only applies to property zoned as certain active open space (AO-3), which is not the status of Lots 122/123. As such, it would appear that a standalone, surface parking lot for employees, that is not accessory to other uses occurring on Lots 122/123 is not allowed by right or as part of a conditional use permit review.

    - The CDC does allow for surface parking "for guests" in certain active open space zone districts, if approved by the Town as a conditional use permit review application, but the same issue relating to TSG's intended usage for its employee's and not guest's, which pose as a barrier to the Town for even considering the requested Conditional Use Review application. As an aside, it's not clear what zone district has been applied to the open space parcel adjacent to Lots 122/123 where the parking lot is proposed.

- The Comp Plan makes clear that "all parking areas are constructed, maintained and improved in accordance with the Design Regulations." If somehow the town finds that some variation of the TSG application can be reviewed and acted upon (which we debate), the CDC (Section 17.5.8) establishes certain parking standards that are to be followed when designing a parking facility, which include the following, which the proposal by TSG fails to meet for the following reasons:

    - The expectation is that parking will be underground, particularly on property located in the Village Center, such as Lots 122/123. Clearly, TSG is not proposing underground parking as contemplated by the CDC.

    - The expectation is that parking will be provided on the lot or property where the need for parking is generated. This is overflow employee parking that is not accommodating any uses occurring on Lots 122/123.

- The CDC allows the Town to consider surface parking for an interim use (for guests) on a case-by-case basis for lots in the Village Center for future development on a site. Again, the CDC does not favor surface parking in the Village Center zone. The proposed usage of a parking lot on Lots 122/123 for TSG employee parking for offsite uses and activities has no bearing or relationship to future development on these lots, as nothing has been submitted or proposed by TSG in terms of any development on these lots. TSG is proposing to disturb a large area of Lots 122/123 and the adjoining open space parcel without having prepared and submitted any design, zoning, subdivision, and density transfer applications for these holdings showing its future usage of these sites and how the future development impacts relate to the parking lot. This approach is committing these lots/parcels to development in these areas in the absence of any plans showing the proposed ultimate usage of the site and how the area being disturbed for the parking lot for this "interim use." Questions such as is this the final footprint for development of the sites, is this the right site for the development are left open. In essence, TSG is replatting its property by clearing and grading these areas of the site, without going through the subdivision and rezoning process. Clearing and grading Lots 122/123 for remote employee parking does not appear to be what was intended by the CDC, nor should it be interpreted that way.

- Design standards for surface parking indicate that the plan needs to address a number of design issues, such as landscaping, snow storage/removal, drainage facilities inclusive of designs for sand/oil containment and other criteria. These elements are not included in the TSG proposal.

If this is approved, what happens in five years when the "temporary" use expires. The application submitted by TSG suggests that this is a temporary "seasonal" use (which season??), which is what the nature of the use must be to meet the CDC requirements. TSG has not submitted any type of restoration plan for the property showing what happens in five years. Will the site be restored and revegetated, will the large trees be replaced, if so where are the details and where are the assurance that such restoration plan will be implemented by TSG. There is no mention of suitable financial guaranty's to the town that such restoration work will be done. It's quite likely that TSG will be back before the Town in 5 years seeking an extension for another five years, and then another five years. Before long, this is a permanent parking lot and no longer an interim parking lot as recognized and required by the CDC. Then what happens.

The proposed use is a bad idea at an inappropriate location and should not be approved by the Town. It's curious how TSG - given the extensive amounts of land it owns in the Mt Village - is unable to find a location on its holdings to accommodate its employees. The Town should have TSG prepare and present a needs assessment for all of its parking requirements, including its employee parking, and then meet with the Town to develop an appropriate plan to show where and how all of its necessary parking is being handled. A parking needs assessment is clearly contemplated by the Comp Plan and this request by TSG for an interim parking lot on Lots 122/123 underscores why a comprehensive plan, as opposed to an interim, one/off, ill-advised, not particularly well thought out surface parking lot in the heart of a residential neighbor should not be allowed. The Town should have TSG figure out where/why/how it can provide employee parking on sites where they are working, not on a remote large parking lot not readily accessible by its employees and then the Town and TSG can collaborate on a plan to deal with these parking needs. Again, TSG is calling for this to be a "five-year" interim use, so does that mean we have to figure this out again in five years? That does not make sense, lets figure it out now.

In short, this parking lot is an inappropriate use of land in a residential neighborhood, a threat to safety, and a violation of the very planning principles the Town professes to uphold. **I urge the Design Review Board and the Town Council to reject this application in full.**

Please include this letter in the Town's record for the review of this proposal.

Respectfully Submitted,
Peter Pisters as Manager of
Trillium MV Partners LLC,
a Colorado limited liability company

Erin Howe

From: Rhonda Safdi <helpmerhonda@gmail.com>
Sent: Thursday, July 3, 2025 2:06 PM
To: planning; Martinique Prohaska; Scott Pearson; Pete Duprey; Harvey Mogenson; Tucker Magid; Huascar (Rick) Gomez; aarguelles@mtnvillage.org
Subject: Please Reject Parking Lot Proposal on Country Club Drive

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

Dear Planning and Development Review Board and Town Council,

I'm writing to ask you to reject the proposed 33-space parking lot on Country Club Drive. Our neighborhood is zoned single-family residential for a reason—it's supposed to be a quiet, safe place for families to live.

Building a commercial employee parking lot here completely goes against that intent. It introduces daily traffic into a narrow, blind curve with no sidewalks, putting everyone—especially children and pedestrians—at serious risk. Our family has multiple small children.

This plan also conflicts with the Comprehensive Plan's promise not to reduce residents' quality of life and to keep development in harmony with surrounding land uses. Paving over open space for a dusty, noisy lot right next to homes is the opposite of what that policy is meant to achieve.

There are better, safer alternatives. Two large parking structures already exist nearby, and a shuttle from those locations would avoid damaging our street's character or endangering residents.

Please keep our single-family neighborhood safe and reject this proposal.

Thank you,
Rhonda Barkan

Erin Howe

From: Sandy Lange <sandy@lange.us>
Sent: Monday, July 7, 2025 2:51 PM
To: planning
Subject: TSG's CC Dr. Parking Lot

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

Design Review Board
Town Council
Town of Mountain Village
Via email

Please…do not approve the proposed parking lot on Lots 122 & 123 and Tract OS-1R2.

John Horn has filed a comprehensive review of this project vs. relevant design review criteria. I fully endorse and second his detailed response, so will not repeat here. As for my "summary"…

You could hardly pick a worse location for a parking lot. As all of us who drive Country Club know, it's not a safe layout. I've been driving it – cautiously - for 25 years and have had numerous "close calls" with cars, trucks, bicycles, pedestrians and dogs. With the already-approved development further down the road, this will only get worse. Don't add to that situation.

We are supposed to be stewards of the environment. Even with the PDF plans enlarged, I lost count of the number of trees to be cut for this, but disregarding size it looks like somewhere between 50 and 100…all gone in exchange for 33 parking spaces on a dusty or muddy parking lot. Apparently I'm not allowed to cut even a bean pole sized tree on our lot without approval, so this seems a tad bit inconsistent.

At best, the "temporary" lot will become "permanent," just as the one being displace by the hotel was. At worst, it sets the stage for some future development that is even worse.

This is patently unfair to the homeowners directly across the street from this. While I am not one of those, I can assure you that none of us when making our Country Club Dr. purchase decisions anticipated an ugly parking lot directly in our daily view. You are supposed to support ideas that generally and over time increase property values…this does the opposite.

Surely those responsible can find better solutions. I'm no parking and transportation expert, but how about a shuttle from Lawson Hill Park & Ride, or San Miguel River Rd./Greenfield Ln. lots? Even the Telluride Black Bear Rd. lot might not be too far. Or turn the almost-already parking lot in Lawson Hill at the intersection of San Miguel River Rd and Greenfield into this lot. A shuttle would likely have far less environment impact, and be much safer, than 30+ cars and trucks coming and going each day.

We've had a family home in the area since the early 1980's…first in Ski Ranches, and since 2000 on CC Dr. As such, we've seen lots of inevitable, and mostly positive development. Unfortunately, this is not one of those positive development ideas. Please go for Round Two and rethink this one.

Thanks for your consideration,

Alexander (Sandy) Lange
317-973-5160
248 Country Club Dr.

Design Review Board
Town of Mountain Village
455 Mountain Village Blvd.
Mountain Village, CO 81435

Subject: Opposition to Conditional Use Permit for Temporary Gravel Parking Lot (Lots 122, 123, and OS-1R2)

Date: 08 July 2025

Dear Members of the Design Review Board,

I am writing to express my strong opposition to the proposed Conditional Use Permit for the temporary gravel surface parking lot submitted by Telluride Ski & Golf (TSG), to be located on Lots 122, 123, and OS-1R2 adjacent to the Peaks Resort and Spa. This proposal poses a significant threat to the aesthetic integrity and pedestrian-oriented character of the Mountain Village Core. The introduction of a gravel parking lot in such a central and highly visible location undermines the carefully curated alpine village atmosphere that residents, visitors, and businesses alike value deeply. The visual impact of a gravel lot—particularly one of this scale—would be jarring and inconsistent with the design standards that have long guided development in the Core.

Moreover, the increased vehicular traffic this lot would generate is diametrically opposed to the very purpose of the gondola system, which was established to reduce automobile dependence, improve air quality, and alleviate congestion in the Core. Encouraging more cars into the heart of Mountain Village contradicts decades of thoughtful planning and investment in sustainable, pedestrian-first infrastructure.

While we understand the temporary loss of TSG employee parking due to the Four Seasons development has created logistical challenges, the solution should not come at the expense of the broader community's quality of life, environmental goals, and long-term vision. The short-term financial benefit to TSG from increased patronage does not outweigh the long-term costs to the community—costs borne in the form of degraded aesthetics, increased traffic, noise, and a diminished visitor experience.

I urge the Design Review Board to reject this application and work with TSG to identify alternative solutions that align with the values and planning principles of Mountain Village.

Thank you for your consideration.

Sincerely,

Sarah DiPardo
Annual Guest at 184 Country Club Drive

Erin Howe

From: Bill Nictakis <bill.nictakis@gmail.com>
Sent: Tuesday, July 8, 2025 5:14 PM
To: planning; Bill Nictakis
Subject: See Forever opposition to proposed parking lot on Lot 122/123

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

Dear Town Council

We owners at See Forever have become aware of the proposed parking lot to be built on Lot 122/123 on Country Club road. As residents of See Forever Village who chose to own here because of the tranquility and calm of our neighborhood, we want to express our strong concerns and opposition to this initiative,

- Mountain Village is a beautiful area, surrounded by trees and green space. Having a gravel parking lot diminishes our environment. Trees, grass, and then a gravel, dusty parking lot. While we appreciate that TSG does not intend to add parking lot lights, we all need to acknowledge that a parking lot does not enhance our community landscaping and natural environment. We did not move here to have a gravel parking lot and the associated traffic next door.
-
- Increased traffic poses a danger to our residents and our guests who use Boomerang and Jurassic trails, and many of us owners at See Forever use these trails regularly. The winding roads, blind curves, and lack of walkway already make us nervous traversing the road from See Forever down to the trail heads. The increased traffic associated with 33 additional cars driving back and forth down the road daily to park poses an increased safety hazard to us and our guests. As you are aware, there is no walkway or path along that road, and we are already concerned for our safety every time we walk down Country Club to the trail head…especially in the winter when the sides of the road are covered with snow and ice. The additional traffic attributed to the parking lot will compound the issue, and we are just asking for a pedestrian accident unless a pedestrian walkway were to be built.
-
- How temporary is temporary? The request is for 5 years. But once it is built, will the Town really remove the parking lot? Will the Town replace the grass and trees that will be removed? Unless a hotel addition is built on that land, we strongly suspect that we will have a long term gravel parking lot and the associated safety risk and environment downgrade.

It seems that parking is something that Town Council must have evaluated when you granted approval for Four Seasons and Six Senses development. TSG supported those initiatives, and Town Council approved them, so no one can be surprised at the loss of the parking lots. Approved plans for these development projects did not include building a gravel parking lot on Country Club that increases risk to pedestrians. Given the impact on pedestrian safety, increased traffic, and the loss of trees and green

space, we owners at See Forever ask that the Council not allow this parking lot to be built, and work to find an alternative parking solution

Sincerely

See Forever HOA and Owners

Bill Nictakis
Jean Nictakis
Andrew Czejak
Margaret Czejak
Zach Lee
Kathy Lee
Doug Hitchner
Lackland Bloom
Caitlin Bloom
Gary Hoover
Donna Hoover
Jack Roth
Elizabeth Grimm
Ronee Kipnes
Hart Robinovitch
Joe Howell
Kathleen Howell
Pete Edwards
Chris Edwards
Cary Savage
Jodi Early
Sheryl Woods
Gary Woods
Bo Billeaud
Diane Billeaud
Madonna Beale
Fredrik Eliasson
Danielle Eliasson
Nancy Daigh
John Olson
Laura Olson
Dale Boden
Dennis Dautel
Lisa McGraw
John McGraw
Bob Gutermuth
Orlean Smith
Mark Mai
Kate Mai
Shane Smith
Bill Bock

Cynthia Bock

Sent from my iPad

July 9, 2025

RE: Conditional Use Permit – Temporary Parking Lot (Lots 122, 123, and OS-1R2)

To Mountain Village Planning Division and Design Review Board,

I write in my capacity as a member of the Mountain Village residential community to express my concerns with the application by Telluride Ski and Golf LLC (TSG) for a Conditional Use Permit for a Temporary Parking Lot at Lots 122, 123, and OS-1R2. As the applicant, TSG bears the burden to demonstrate that submittal materials and the proposed development "substantially comply with the conditional use permit review criteria."[1] CDC § 17.4.14(D)(2). TSG has not carried this burden.

The application purports to be in compliance with Conditional Use Criteria for Decision set forth in section 17.4.14(D) of the Code, but it provides only superficial and poorly explained discussion of certain listed criteria and omits consideration of other material ones altogether. More broadly, the application appears to conflict with Mountain Village policy regarding transportation planning; it contains no analysis to support a finding that the identified location would best support the proposed use; and the proposal itself appears to pose unaddressed physical hazards to residents and pedestrians and cyclists who use Country Club Drive and to otherwise be incapable of meeting multiple review criteria. I highlight the following non-exhaustive concerns.

First, the proposed use appears inconsistent with policies in the Mountain Village Comprehensive Plan and Mountain Village Transportation Plan. The Comprehensive Plan acknowledges that the Mountain Village as a whole has "more than adequate road and parking infrastructure to support the full buildout of the comprehensive plan." Comprehensive Plan at 3G, p. 65. Future parking planning is to be guided by detailed parking study to ensure that parking comply aligns with need. *Id.* at Parking Policy A.1, p. 67. The detailed parking analysis in the operative Transportation Plan acknowledges that the Upper Mountain Village Blvd employee lot, containing a total of 30 spaces, represents a small fraction of parking supply, most of which is satisfied by the Gondola Parking Garages (475 and 535 spaces), Meadows Parking Lot (110 spaces), and Heritage Parking Garage (106 spaces). Further, the Transportation Plan calls for a policy of directing employee parking to the Meadows Lot—away from both the

[1] As an application for a proposed Class 4 use (CDC § 17.4.14(C)), TSG's application requires public noticing and hearing with the review authority, preparation of a Planning Division staff report, and review by and public hearing before the Design Review Board, which shall make a recommendation for final decision by the Town Council following further public hearing. CDC § 17.4.3 (Development Review Procedures).

gondola lots and Mountain Village core—and recommends establishing "an incentive program . . . to encourage employees to relocate to the Meadows lot." Transportation Plan at 21.

As a consequence, it is not at all clear that the removal of 30 employee parking spaces from the Village core necessitates the proposed use—creation of 33 new (albeit temporary) parking spaces in light of existing supply. Nor is there explanation as to how creation of temporary spaces, to be maintained for a period of no more than five years, would satisfy such need if it did exist. To the extent that the need for replacement spaces does exist, building 33 new parking spaces adjacent to the Village core appears to conflict with Village policies that call for directing parking away from the Core and toward the intentionally sited Meadows Lot. Analysis of employee numbers and transportation and parking patterns and uses relevant to available existing supply is required to support the need for the proposed conditional use. The application provides no such analysis.

Second, to the extent there is a demonstrated need for the proposed use, the Conditional Use Permit presupposes that the identified lots are the appropriate or perhaps only site for the use. The Code, however, requires that the location of the proposed use be determined not by the applicant but by "a selection process by the review authority designed to identify a location that best serves the proposed use while minimizing potential adverse impacts." CDC § 17.4.14(E)(1). As the reviewing authorities consider the application, they must begin by identifying whether the conditional use is called for and then proceed to identify the best location to support that use. As discussed below and by other commenters, the lots identified by the applicant appear to be a particularly poor choice for the use, presenting serious concerns about public safety, adequacy of supporting infrastructure, adverse impacts in the immediate use areas, and contribution of traffic and congestion through the Village core and adding to the substantial traffic that already services the adjacent Peaks Hotel and other nearby hotels. And the choice of the subject lots appears to conflict with policies discussed above intended to alleviate these concerns by directing employee parking to the Meadows Lot and away from the Core. To the extent the reviewing authorities determine there is a need for the requested use, it should accordingly engage in the detailed selection process the Code calls for to identify the most suitable location rather than anchoring its analysis on the lots identified by the applicant.

Third, the application does not show, and indeed barely discusses, consistency of the proposed use with the nine Code criteria that "shall be met for the review authority to approve a conditional use permit."[2] CDC § 17.4.14. Just to reference a few:

[2] Indeed, TSG's application references at most five of the nine criteria, and even as to those, its discussion is vague and incomplete. TSG's passing reference to certain Criteria for Decision is insufficient to meet its burden to demonstrate that the proposed development substantially complies with the review criteria. It also appears questionable whether TSG's submitted materials are sufficient to support an initial finding of completeness that would allow the Planning Division and Design Review Board to begin processing the application.

- The proposed use must be compatible with surrounding land uses and not create a substantial adverse impact on adjacent properties and infrastructure. As other commenters have indicated, the proposed addition of substantial daily employee traffic and parking appears to be incompatible with the residential character of the street and its use as a pedestrian and cyclist corridor to access the popular trail system at the base of Country Club Drive. It also appears to impose a significant burden on Country Club Drive itself, a single-lane residential street that already experiences congestion from use of the Peaks Hotel parking lots uphill of the proposed use.

- Any proposed conditional use shall not constitute a substantial physical hazard to the neighborhood and shall provide infrastructure adequate to support the use. Country Club Drive already lacks sidewalks and infrastructure to support safe pedestrian and cyclist access between residential areas and hiking trails along the roadway and the Village core. Addition of 66 or more new daily vehicle trips around the hairpin curve at Country Club Drive would appear to exacerbate the already extent safety concerns on this corridor. While some consideration is made for employee access between the lot and portion of the roadway nearest the Peak Hotel, no consideration is made for safety conflicts between the added employee car traffic and pedestrians and cyclists that already rely on Country Club Drive and can be expected to do so in greater numbers as residential development expands along the Drive together with increased use of the recently expanded trail system. These concerns appear exacerbated by TSG's proposal to install the parking lot without installation of lighting in this currently unlit corridor, as TSG recognizes that installation of an appropriate lighting system would make the proposed use even more squarely incompatible with the location and surrounding residential uses and the Village's dark sky policies.

- Any conditional use development shall not have a significant adverse effect on surrounding property owners and uses or a significant adverse effect on open space and shall minimize adverse environmental and visual impacts. But though poorly explained in the application, this proposed use would appear to require significant removal of trees and other vegetation from an undeveloped lot for a use intended to be temporary. And the replacement of natural vegetation with unpaved, gravel-covered parking spaces would, as the application concedes, contribute dust and introduce unaddressed sediment runoff concerns while introducing traffic and noise and impairing the aesthetics of the area. The application proposes to restore the site after the use ceases in five years, but it is unclear how and on what timescale complete restoration could accomplished if development of the use requires significant tree and other vegetation removal.

Providing for safe, adequate, and sustainable transportation to support TSG's valued employees should continue to be a Mountain Village priority. So too should be ensuring adequate pedestrian and cyclist infrastructure, sustaining the natural landscape and environmental aesthetics cherished by residents and visitors, and guaranteeing safety and compatibility of adjacent uses. TSG's proposed use does not appear to meet these values and policy commitments. Its sparse application is insufficient to carry its burden to support the proposed conditional use and certainly not in the odd location identified by TSG. It should be rejected in favor of a revised and complete proposal consistent with governing plans and Code requirements.

Respectfully submitted,



Stephanie Safdi

Erin Howe

From: Tom Keogh <thomas.keogh@corps-solutions.com>
Sent: Monday, July 7, 2025 9:02 AM
To: cd; planning; Martinique Prohaska; Scott Pearson; Pete Duprey; Harvey Mogenson; Tucker Magid; Huascar (Rick) Gomez; aarguelles@mtnvillage.org
Cc: Jill Keogh
Subject: Opposition Letter to Telluride Ski and Golf LLC Class 4 Conditional Use Permit Request
Attachments: TELSKI Temporary Parking Lot Opposition_Letter_ICO Tom and Jill Keogh.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

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

Dear Members of the Mountain Village Design Review Board and Mountain Village Town Council;

Please find attached a letter from my wife and me opposing the Conditional Use Permit (CUP) application submitted by Telluride Ski & Golf LLC for the creation of a temporary parking lot on Lots 122, 123, and Tract OS-1R2.

As residents and homeowners at 184 Country Club Drive—directly across from the proposed site—we are extremely concerned about the significant safety, environmental, and quality-of-life impacts this proposal would have on our family and neighbors.

Our letter outlines five key reasons the CUP should be denied, all of which directly relate to the Mountain Village Comprehensive Plan and Municipal Code §17.4.14.D.

Additionally, given the significant impact this conditional use permit will have on our family and property, both my wife Jill and I will be present for both hearings next week.

We appreciate your time and your commitment to preserving the character, safety, and integrity of Mountain Village.

Please don't hesitate to contact us if any further clarification is needed.

Warm regards,

Tom and Jill Keogh

CORPS SOLUTIONS
Thomas.keogh@corps-solutions.com
Cell (540) 623-8598
Fax (703) 891-9570
233 Garrisonville Rd, Ste 202
Stafford, VA 22554

Thomas and Jill Keogh

184 Country Club Drive

Mountain Village, CO 81435

Thomas.keogh@corps-solutions.com | 540-623-8598

Date: July 7, 2025

To:
Design Review Board and Town Council
Town of Mountain Village
Via Email: planning@mtnvillage.org

Subject: Opposition to Conditional Use Permit for Temporary Parking Lot on Lots 122, 123, and Tract OS-1R2

Dear Members of the Design Review Board and Town Council,

We are writing as residents and property owners directly across from the proposed temporary parking lot on Lots 122, 123, and Tract OS-1R2. We strongly oppose Telluride Ski & Golf LLC's (TSG) application for a Conditional Use Permit (CUP) for the establishment of a 33-space gravel-surfaced parking lot on these parcels.

While framed as a "temporary" solution to a parking loss, the proposal poses immediate and long-term threats to neighborhood safety, environmental quality, and the integrity of Mountain Village's Comprehensive Plan. I respectfully urge the Board and Council to deny the CUP based on the following five principal objections:

1. Safety and Traffic Hazards

The proposed lot would introduce daily traffic from dozens of vehicles onto a blind hairpin curve on Country Club Drive, a steep, narrow road lacking sidewalks or shoulder space. This route is heavily trafficked by families, cyclists, and hikers, many of whom walk along the road from the Meadows area to the Village Core.

With no traffic mitigation measures, signage plans, or formal pedestrian access routes, this lot would increase the risk of vehicle-pedestrian collisions, particularly during low-light hours in the winter season. The fact that no lighting is proposed further compounds the hazard. The placement of the lot directly across from our driveway raises specific safety concerns for our family and guests.

2. Environmental and Visual Degradation

The plan calls for extensive grading and vegetation removal in both the zoned lots and designated open space (Tract OS-1R2), with over 60% of the disturbed land occurring on open space. Despite claims of minimal impact, the removal of trees, increased dust, and sediment runoff will visibly and physically degrade the area.

The lack of paving—intended to signify the temporary nature—will actually lead to persistent dust clouds, mud, and noise, which will affect nearby homes, air quality, and the ecological integrity of the hillside and adjacent wetlands.

3. Non-Conformity with the Comprehensive Plan and Municipal Code

The CUP application fails to meet the required findings under §17.4.14.D of the Mountain Village Municipal Code, specifically:
- Subsection (a): The parking lot is not in general conformity with the Comprehensive Plan.
- Subsection (b): The project is not harmonious with surrounding land uses.
- Subsection (c): The project does pose a substantial hazard.
- Subsection (d): The project will have significant adverse effects on surrounding property values.
- Subsection (e): It will significantly affect protected open space.
- Subsection (f): It does not minimize adverse environmental and visual impacts.

4. Impact on Quality of Life and Property Values

We purchased our home in Mountain Village to enjoy the peace, privacy, and beauty of a quiet residential enclave. The introduction of a utilitarian gravel parking lot across from our home will irreparably harm this character. This lot will be used primarily during ski season when traffic, noise, and dust levels are already elevated.

This project undermines the "high quality of life" promised by the Mountain Village Comprehensive Plan and threatens to lower property values.

5. The Fallacy of "Temporary" Use

TSG's CUP application requests a 5-year term, but given the precedent of the 'temporary' surface lot near the pond that has existed for over 20 years, there is valid concern that this installation will become permanent in practice if not in name.

Approval of this application sets a precedent for further encroachment into Open Space parcels.

Conclusion: Preserve What Makes Mountain Village Unique

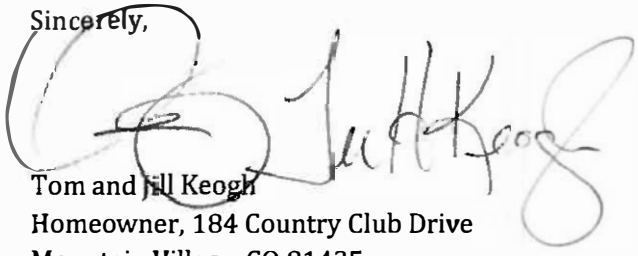
The Town's own Comprehensive Plan declares:
"Mountain Village is a vibrant, healthy town that provides a high quality of life and experiences for full-time and part-time residents and visitors."

Jill and I take this vision seriously. We ask our elected and appointed officials to do the same by rejecting this application, which undermines every element of that vision.

Mountain Village must not trade its open space, safety, and quiet charm for convenience or expediency. Please reject the CUP application for the proposed temporary parking lot on Lots 122, 123, and Tract OS-1R2.

Thank you for your consideration and for your service to our community.

Sincerely,



Tom and Jill Keogh
Homeowner, 184 Country Club Drive
Mountain Village, CO 81435

Erin Howe

From: Allykeoghh <allykeoghh@gmail.com>
Sent: Wednesday, July 9, 2025 4:59 PM
To: planning; cd
Cc: Tom Keogh; Jill Keogh
Subject: Opposition Letter to Telluride Ski and Golf LLC Class 4 Conditional Use Permit Request
Attachments: Opposition document.pdf

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

Dear Members of the Mountain Village Design Review Board and Town Council,

Attached is a letter I have written to formally express my opposition to the Conditional Use Permit (CUP) application submitted by Telluride Ski & Golf LLC, which seeks approval for the construction of a temporary parking lot on Lots 122, 123, and Tract OS-1R2.

My family owns the property located directly across from the proposed site, and we have serious concerns regarding the safety risks, environmental consequences, and long-term impacts this project would have on the surrounding neighborhood and greater Mountain Village community. I have outlined these concerns in detail in the attached letter, and I respectfully urge you to consider them as you review the application.

Thank you for your time and for your continued commitment to preserving the safety, character, and natural beauty of Mountain Village.

Sincerely,
Allison Keogh

Dear Members of the Design Review Board and Town Council,

My name is Allison Keogh, and I'm writing to express my strong opposition to Telluride Ski & Golf LLC's application for a Conditional Use Permit to install a "temporary" parking lot on Lots 122, 123, and Tract OS-1R2.

My family has owned a home in Mountain Village for many years. We frequently visit our home—skiing in the winter, hiking and biking in the summer, and soaking in the peace and beauty of this extraordinary place year-round. Even though I live elsewhere as a young adult, I return as often as I can to be with my family, recharge, and stay connected to the environment that has shaped my most cherished memories.

The proposed parking lot threatens everything we—and so many others—love about Mountain Village. It's not just a few trees and a patch of land. It's the view from our living room window. It's the trail where we would walk with our dog. It's the silence we enjoy with morning coffee. And most importantly, it's the safety and quality of life for everyone who calls this community home.

1.

Safety Risks Are Real and Immediate

The location is simply unsafe. Country Club Drive is narrow, winding, and lacks sidewalks. Our driveway sits on a blind curve making it already difficult to see the few cars that come up and down the road. Adding 30+ employee vehicles in this location—especially in winter—makes this road a hazard for pedestrians, cyclists, and drivers alike. My parents, siblings, and I all walk this road regularly. One misstep or poorly timed turn could lead to a tragedy. This isn't a hypothetical risk; it's a foreseeable and preventable danger.

2.

The Environmental Cost Is Too High

The plan involves grading, tree removal, and gravel surfacing in what is now a quiet, forested space. That space is designated as active open space for a reason—it serves as a buffer, a sanctuary, and a visual reprieve. Turning it into a dusty gravel lot—no matter how "temporary"—undermines the town's environmental values and leaves long-lasting damage. Gravel lots don't just disappear in five years; the scars remain, visually and ecologically.

3.

It Erodes the Character and Quality of the Neighborhood

Our family's home faces the proposed site directly. Instead of arriving to serene mountain views and the quiet hum of nature, we'd be greeted by rows of parked cars, dust, and daily traffic.

Mountain Village has always felt like a retreat—an escape from congestion, not a place to replicate it. This proposal drastically changes the experience of being here. It's not just about property values—it's about protecting the soul of the neighborhood and the town itself.

I understand that TSG needs to find employee parking, but this proposal shifts the burden onto residents and the environment without sufficient justification. A five-year "temporary" lot is not temporary. It's half a decade of degradation in the name of convenience.

This plan violates both the spirit and the letter of the Town's Comprehensive Plan—particularly around safety, compatibility with surrounding uses, and environmental stewardship. I urge the Design Review Board and Town Council to stand with residents, uphold the values this town was built on, and reject this permit request.

Thank you for your time, and for protecting the character, safety, and long-term vision of Mountain Village.

Sincerely,

Allison Keogh

Erin Howe

From: brianna burckhalter <briannacb1@gmail.com>
Sent: Wednesday, July 9, 2025 3:15 PM
To: cd; planning; Martinique Prohaska; Scott Pearson; Pete Duprey; Harvey Mogenson; Tucker Magid; Huascar (Rick) Gomez; Alline Arguelles
Subject: Opposition Letter to Telluride Ski and Golf LLC Class 4 Conditional Use Permit Request
Attachments: opposition letter.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

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

Dear Members of the Mountain Village Design Review Board and Mountain Village Town Council;

Please find attached a letter from me opposing the Conditional Use Permit (CUP) application submitted by Telluride Ski & Golf LLC for the creation of a temporary parking lot on Lots 122, 123, and Tract OS-1R2.

As residents and homeowners at 184 Country Club Drive—directly across from the proposed site—we are extremely concerned about the significant safety, environmental, and quality-of-life impacts this proposal would have on our family and neighbors.

Our letter outlines three key reasons the CUP should be denied, all of which directly relate to the Mountain Village Comprehensive Plan and Municipal Code §17.4.14.D.

We appreciate your time and your commitment to preserving the character, safety, and integrity of Mountain Village.
Brianna Burckhalter

Dear Members of the Design Review Board and Town Council,

My name is Brianna Burckhalter, and I'm writing with sincere respect for the work you do and deep appreciation for the special character of Mountain Village. I'd like to express my concern about Telluride Ski & Golf LLC's application for a Conditional Use Permit to install a "temporary" parking lot on Lots 122, 123, and Tract OS-1R2.

My family owns a home directly across from this proposed site. As someone who frequently returns to Mountain Village to spend time with my family, reconnect with nature, and find peace in this truly unique setting, I feel strongly about protecting the qualities that make this place so meaningful to residents and visitors alike.

1. Safety Should Be a Priority
Country Club Drive is narrow, steep, and without sidewalks. Adding a significant number of vehicles to this stretch—especially near a blind curve—poses a real safety concern for pedestrians, cyclists, and families. My loved ones and I regularly walk this road, and it's difficult to imagine how this proposal wouldn't increase the risk of accidents, particularly during the busy ski season. I hope the town will continue to prioritize safety in all planning decisions.

2. Environmental and Visual Impacts
The natural landscape in this area is beautiful, and it contributes so much to the peaceful atmosphere we all treasure. Removing trees, grading the land, and introducing gravel surfacing would permanently alter this space. I worry about the environmental effects—such as dust, runoff, and habitat disruption—as well as the visual change to what is now open, scenic land. Mountain Village has long held conservation and sustainability as core values, and I trust those principles will help guide your decision.

3. Preserving the Spirit of the Community
What brings so many of us back to Mountain Village is its sense of calm, its views, and its thoughtful balance between nature and development. A large gravel parking lot in this location would not only diminish property values but also the day-to-day experience of those who live and spend time nearby. It would change the character of a neighborhood that so many of us cherish.

I truly believe this proposal doesn't align with the vision outlined in the Comprehensive Plan—especially in terms of neighborhood harmony, safety, and stewardship of the land. I respectfully urge the Board and Council to consider the long-term impact and protect the beauty, safety, and spirit of Mountain Village for current residents and for future generations.

Thank you for your time and thoughtful service to our community.

Warm regards,
Brianna Burckhalter

I am writing in opposition to the proposed parking lot on Lot 122/123. As a resident of See Forever Village, I value the peace and beauty of Mountain Village and the proposed gravel parking lot between us and our beautiful views of Wilson Peak will be marred by dust and increased traffic. There are also safety issues, with increased cars on the street in front of our unit, a street we use frequently to access hiking trails. This is a narrow road, with several blind corners that are already treacherous without sidewalks, but will be made much more dangerous with the increased traffic. The increased needs for parking should have been anticipated by Town Council when they approved construction of two new large hotels in our immediate area. The proposed gravel parking lot does nothing to address this much larger problem and will only degrade our quality of life.

For these reasons, I am opposed to this new gravel parking lot. It is not the solution.

Sincerely,

Cary Savage

See Forever Unit 4-133

Erin Howe

From: Cindy Lange <cindy@thelanges.com>
Sent: Wednesday, July 9, 2025 11:37 AM
To: planning
Subject: Proposed Parking Lot on Lots 122 and 123 and Tract OS-1R2

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

Design Review Board
Town Council
Town of Mountain Village
Via email

I strongly oppose the proposed parking lot on Lots 122 & 123 and Tract OS-1R2. I ask you not to approve this.

I have read John Horn's comprehensive analysis of this project and stand in complete agreement with him. His points and observations are all valid. Our family has driven Country Club Road for the last 25 years to and from our home. This location has always been a stretch of road that isn't very safe and requires one to proceed cautiously while watching out for people, pets, bicycle riders, cars and trucks. With the already approved development further down the road, things will only get worse and become more dangerous. Please don't add to this situation by approving this proposal.

This is an ill-conceived proposal. Please consider its negative impact to the homeowners directly across the road. Surely those responsible can invest the time and find a better solution. Are you really o.k. with wiping out all those trees (probably between 50 and100)) and replacing them with 33 parking spaces in an ugly, dusty or muddy parking lot? This is not a positive or environmentally-friendly addition to the area. Rather, it is detrimental and will have a negative impact on air quality, the scenic views and property values.

This application does not meet the requirements of the Comprehensive Plan. Please do not approve this proposal.

Thank you for your consideration,

Cindy Lange
248 Country Club Drive
317-407-1151

Erin Howe

From: Cyndi Bock <clbockatx@gmail.com>
Sent: Monday, July 14, 2025 8:44 AM
To: planning
Subject: Conditional Use Permit - Temporary Parking Lot

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

I am writing to the Town of Mountain Village to express my opposition to granting Telluride Ski & Golf the Conditional Use Permit they seek to build a temporary parking lot on Country Club Drive. I am Cynthia L. Bock. My husband, William G. Bock, and I own a See Forever Village cabin located at 158 Country Club Drive.

Our property is directly across the street from the proposed parking lot. We presently enjoy a view of Mount Wilson, rising above a grove of aspen. Imagine our reaction to looking out on this parking lot in the future. You are hearing from other neighbors voicing concerns about traffic, safety, loss of open space, and numerous additional objections. All are valid.

But I wish to emphasize one primary reason to reject this Conditional Use Permit. It does not comply with the Criteria for such a permit as required by the governing Comprehensive Plan for Mountain Village. The Town Council and Design Review Board may follow the existing procedures and decline the request on this basis. It is simply suffcient.

Sincerely,
Cyndi

Erin Howe

From: Gregory Durham <gregorydurham@hotmail.com>
Sent: Monday, July 14, 2025 8:24 AM
To: cd
Subject: Big NO to new Peaks parking lot

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

Good morning,

I am a 15-year resident of Mountain Village resident. While I appreciate the Peaks' parking challenges and concerns (which are shared by many village businesses), I am adding my voice here to those who say NO to a new Peaks parking lot. My objections are:

1. **We've spent millions to avoid things like this:** As a community and county, we have spent millions of dollars, and decades, developing a public transportation system that, nationally, far exceeds nearly every other county of our size, not to mention many cities. My understanding is that we've done this not only to keep vehicles off the road but also to minimize and concentrate surface parking, and avoid a piecemeal parking approach.

2. **No actual acute need at this time**: My son and I both use our SMART system to commute to work in town. Our observation—though anecdotal and not scientific—is that the current capacity of concentrated surface parking, and the capacity of our SMART system, are enough that they can easily absorb those employees who would otherwise use the 33-space parking lot the Peaks is proposing.

3. **There is no such thing as "temporary" when it comes to parking lots**: Multiple times in their application, the Peaks uses the word "temporary" to describe the lot. This disingenuous use of "temporary" always shows up in applications like this in order to ease everyone's anxiety about the ongoing paving (or in this case, graveling) of paradise. There's nothing temporary about the disturbance of land and the cutting down of trees.

Thank you for your consideration on this matter,

Greg Durham

Dear Town Council,

I have lived part time in Mountain Village for over 10 years. Since I purchased a unit at See Forever Village, I have seen the town of Mountain Village go through many changes and many of those changes haven't been positive for the quality of life I originally sought out when I decided to invest in real estate in the Telluride area. I was recently very disappointed when I learned of yet another request to permit a gravel lot as a temporary solution that does nothing to address the long term parking problem. I am opposed to the gravel parking lot addition on lot 122/1232 located on Country Club Drive in Mountain Village.

How is it possible to approve a 5 star hotel chain and not consider the parking needs of the TSG employees? The original approval process for these new hotels was the proper time to preemptively address the long standing parking issues in Mountain Village. This temporary patch does nothing to address the underlying lack of parking for TSG employees. However, adding a parking lot on a blind corner without a walkway and removing lush aspen trees seems to be the worst idea from a safety & aesthetic standpoint. Why wasn't the Telluride Golf Club current parking area ever considered as an option? I understand the need for growth and change, but I don't understand why the people who work in Mountain Village aren't a priority when the development decisions were made. It is my fear that if tax revenue continues to be the priority over quality of life, the original beauty of Telluride and Mountain Village CO may be lost.

Sincerely,

Jodi Earley

Owner, See Forever Village 4-133

Subject: Strong Opposition to Conditional Use Permit for Parking Lot

My name is Joy McCall and I am a resident of Country Club Dr. in Mountain Village. I am writing to express my opposition to the Conditional Use Permit application submitted by Telluride Ski & Golf (TSG) to construct a 33-space employee parking lot on Lots 122, 123, and OS -1R2.

I am writing with urgency to express my opposition to the proposed parking lot. This proposal presents two critical and unacceptable threats to our community and I strongly take the position to reject it.

My primary and most pressing concern is the safety of my family and neighbors, as well as the visitors who rent homes on our street and walk to the village all the time. The designated access point for this parking lot is located on a steep, blind section of a hairpin curve on Country Club Drive – a road that has no sidewalk. Adding the daily traffic of 33 employee vehicles to this already challenging stretch would create a substantial physical hazard for the many children, hikers and bikers who regularly use this road. I have two grandchildren who walk along this very street and the thought of this proposal making it a dangerous street for them is negligent and extremely risky. Also, there are countless rental guests that walk our street up to the village with little kids, dogs, and strollers. We come slowly around those corners to often find them walking along the street and potentially in harms way.

Furthermore, this proposal is entirely out of character with our neighborhood and constitutes a flagrant disregard for its established nature. A noisy, dusty, unpaved parking lot is unequivocally not "in harmony and compatible with surrounding land uses," which consist solely of peaceful single-family homes. Implementing this lot would have a substantial adverse impact on adjacent properties and severely degrade the essential residential character and value of our community.

For these critical reasons- the immediate and substantial safety risk, particularly to our children and guests unfamiliar with the road and the wholly incompatible impact on our neighborhood's character – I urge the Town Council to deny this proposal without hesitation. I believe the well-being, integrity and safety reputation of Mountain Village depend on it.

I urge you to please, please deny this application for the Conditional Use Permit. Thirty-three parking spaces are not worth the very real risk and liability of having anyone injured.

Thank you very much for your time and thoughtful consideration.

Joy McCall
245 Country Club Drive
Mountain Village Resident

Erin Howe

From: Tom McCall <tgmccall91@gmail.com>
Sent: Wednesday, July 9, 2025 3:55 PM
To: planning
Subject: Concerned Resident

Follow Up Flag: Follow up
Flag Status: Flagged

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

We were recently made aware of the proposed parking on Country Club Dr.

Please consider the following concerns before you go any further with this plan:

- That street is already reduced to 10 mph because of safety
- The narrow street has sharp-blind turns exposing other cars and pedestrians — many of them walk or ride their bikes on the same street
- Many bikers access mountain trails on Country Club Rd
- Many ski employees hike from housing units up Country Club Road adding more pedestrian traffic
- Placing a parking lot in this same area would be very dangerous.

Pls Please consider another location like Valley Floor —

Tom McCall
Cell: (949) 246-4786
E-mail: tgmccall91@gmail.com

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

Agenda Item 18

TO: Mountain Village Town Council

FROM: Amy Ward, Community Development Director

FOR: July 17, 2025

DATE: July 10, 2025

RE: Informational – Four Seasons Construction Fence

Attachments:
1. Panel design
2. Request narrative
3. Panel location

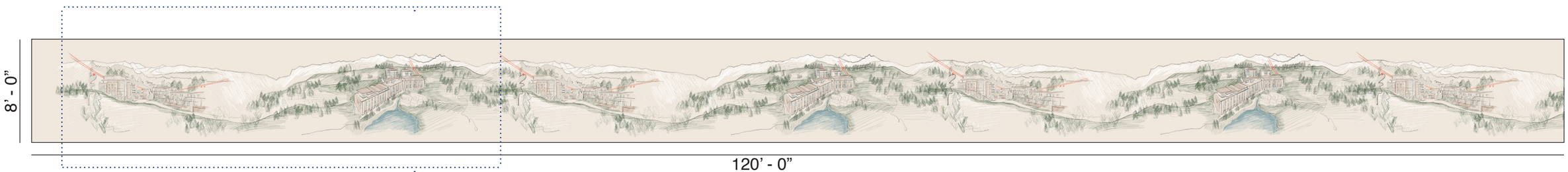
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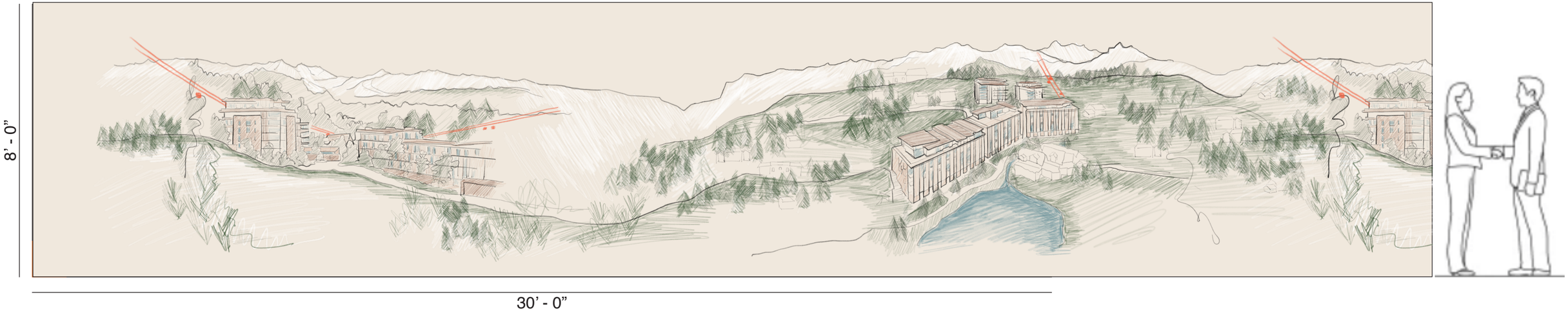
The development team for the future Four Seasons Hotel and Residences has requested and Town staff has approved an alternative material for the screening on portions of the construction fencing that directly faces public plazas in the Village Center. Staff wanted to give some context and explanation for this approval. The newly adopted building code describes construction fencing in section 17.7.20.A.2.a.i:

"Perimeter fencing with attached green screening or approved equal;"

The proposal shows a decorative sketch style drawing - an artistic rendering of the future site and buildings. No words, advertising, or "coming soon," will be allowed. Construction information signage as allowed per 17.5.13.D.3 may be mounted on or placed adjacent to the decorative screened construction fencing. The panel location as shown in the attached exhibit is for the existing fence that is currently in place remaining from slope stabilization efforts. An additional location of decorative panel will be installed closer to the westernmere building once the building permit is issued and additional fencing is required.

Given the high visibility of this construction site, its location directly adjacent to public plaza areas and the proposed duration of the project (3 years), town staff has approved this alternative material for sections of fence that directly abut public plaza areas. Having a visually interesting display, in lieu of standard construction fence green screening seems to provide a benefit to the community and would help enhance plaza areas during the construction period. Residents and visitors will likely be curious about the project, some visual representation of the future project on the required construction fencing can provide a nice backdrop until construction is complete.


8’ - 0”
120’ - 0”


8’ - 0”
30’ - 0”

FOUR SEASONS

PRIVATE RESIDENCES

TELLURIDE

A PROJECT BY FORT PARTNERS
AND MERRIMAC VENTURES

680 MOUNTAIN VILLAGE BOULEVARD
MOUNTAIN VILLAGE, COLORADO 81435

GENERAL CONTRACTOR
555-555-5555

FOUR SEASONS

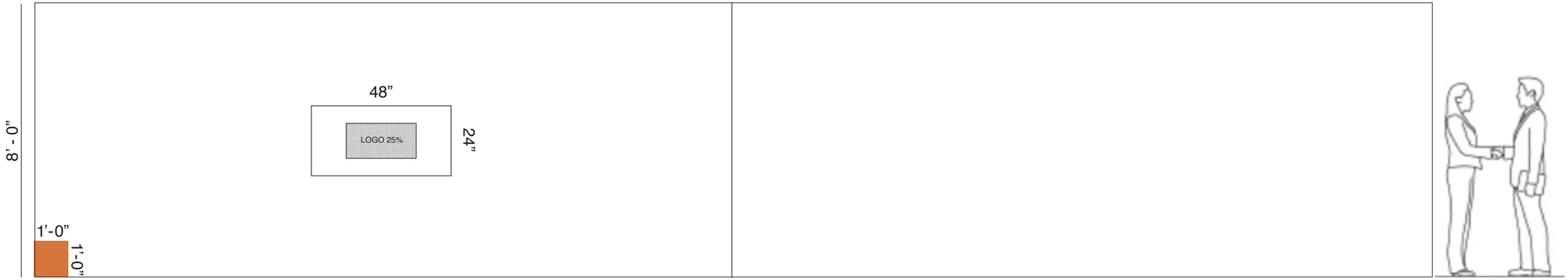
PRIVATE RESIDENCES

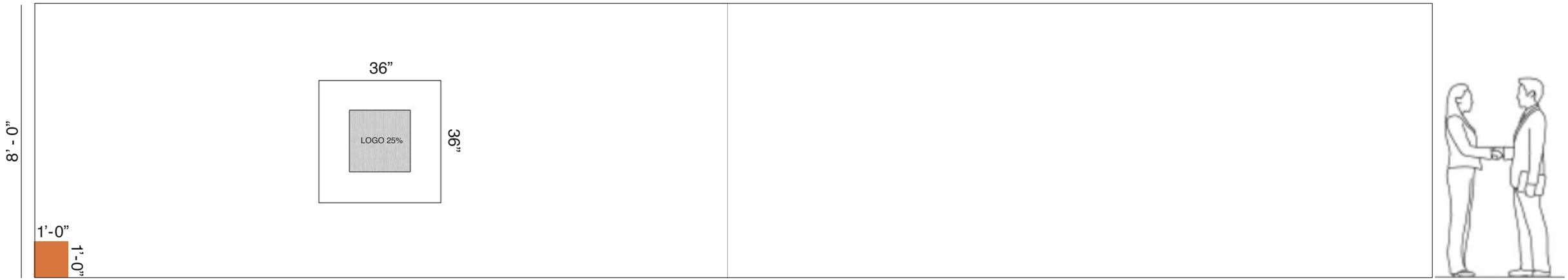
TELLURIDE

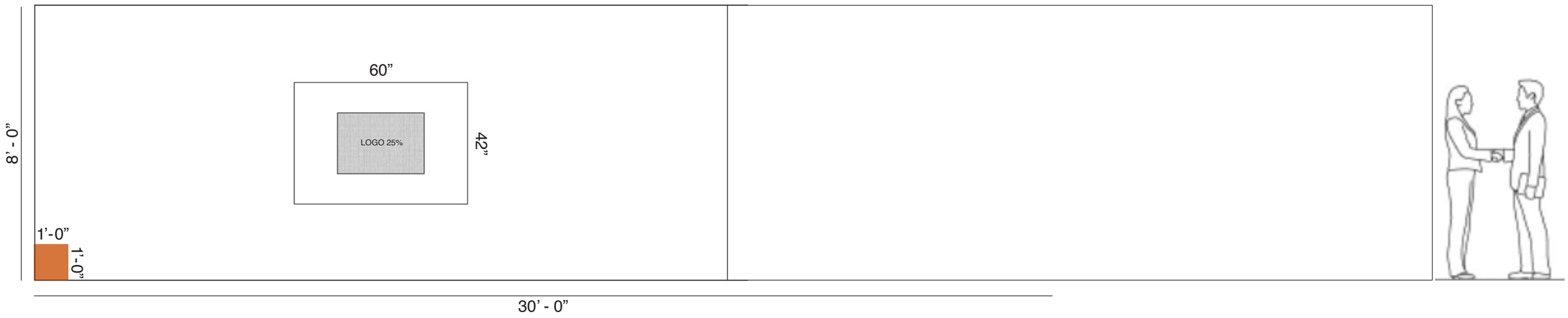
A PROJECT BY FORT PARTNERS
AND MERRIMAC VENTURES

680 MOUNTAIN VILLAGE BOULEVARD
MOUNTAIN VILLAGE, COLORADO 81435

GENERAL CONTRACTOR
555-555-5555


8’ - 0”
48”
LOGO 25%
24”
1’-0”
1’-0”
30’ - 0”


8’ - 0”
36”
LOGO 25%
36”
1’-0”
1’-0”
30’ - 0”

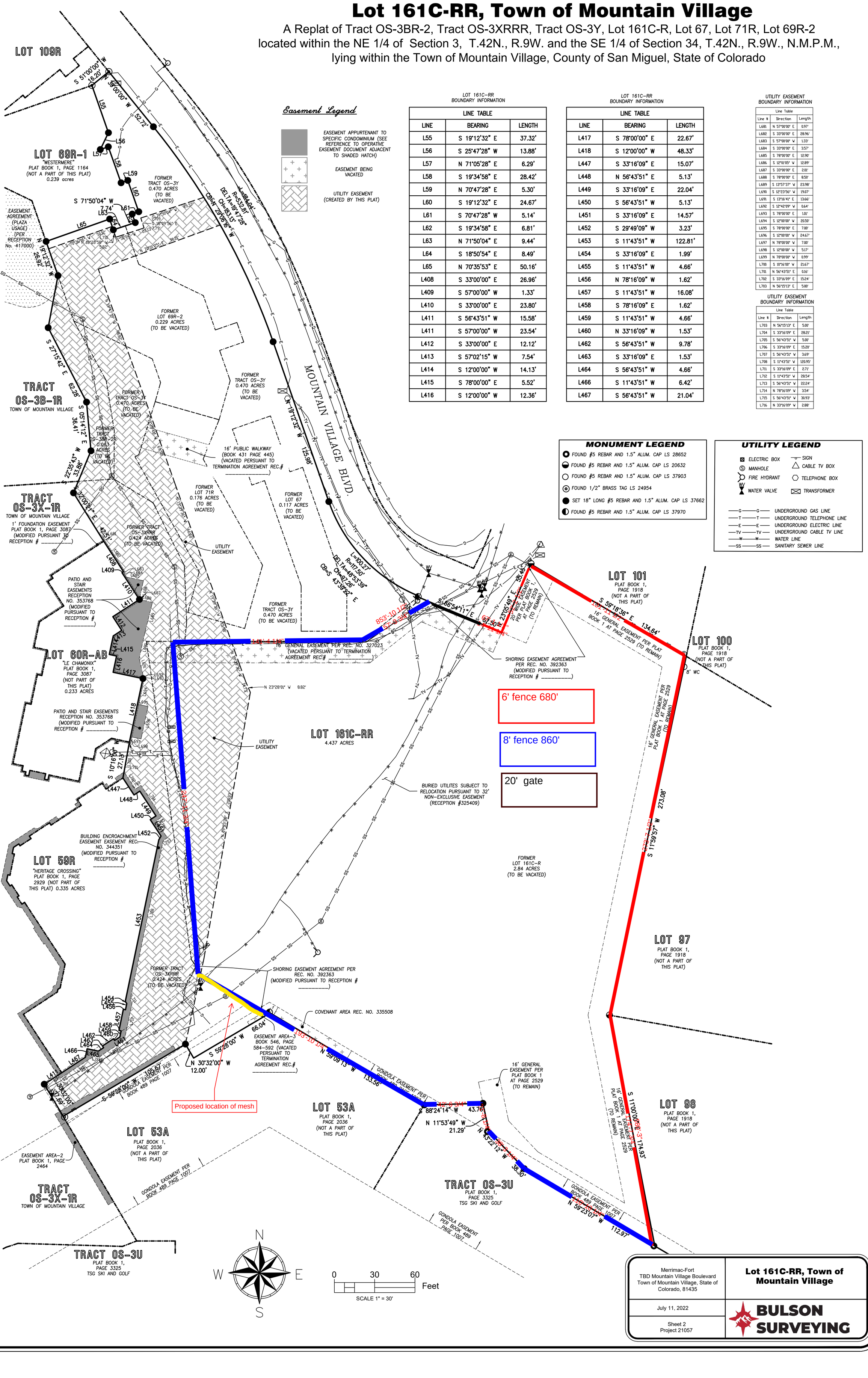

8’ - 0”
60”
LOGO 25%
42”
1’-0”
1’-0”
30’ - 0”

Fence Design Narrative

The “wrap” will be a mesh material with a hand sketched drawing of the project and surrounding areas as the design for the mesh material. We are proposing roughly 100 linear feet of mesh to be installed onto the existing fence. This is an artistic representation of the Four Seasons project that will allow visitors and locals to interact with portions of the fence where this design lives. Exhibits of both the design and current proposed location have been provided along with this narrative. We are also proposing a construction sign that will have the project logo and a QR code which leads locals towards construction-related updates on our website. This construction sign conforms with the sizes and requirements of the code and will be installed directly on the mesh or as a stand-alone sign. The intent is to provide locals with additional information as the project moves into construction as well as improve the aesthetics of the public interfacing areas of the construction fence since the project will take 3 years to complete.

Lot 161C-RR, Town of Mountain Village

A Replat of Tract OS-3BR-2, Tract OS-3XRRR, Tract OS-3Y, Lot 161C-R, Lot 67, Lot 71R, Lot 69R-2
located within the NE 1/4 of Section 3, T.42N., R.9W. and the SE 1/4 of Section 34, T.42N., R.9W., N.M.P.M.,
lying within the Town of Mountain Village, County of San Miguel, State of Colorado



Easement Legend

- EASEMENT APPURTENANT TO SPECIFIC CONDOMINIUM (SEE REFERENCE TO OPERATIVE EASEMENT DOCUMENT ADJACENT TO SHADED HATCH)
- EASEMENT BEING VACATED
- UTILITY EASEMENT (CREATED BY THIS PLAT)

LOT 161C-RR BOUNDARY INFORMATION

LINE TABLE		
LINE	BEARING	LENGTH
L55	S 19°12'32" E	37.32'
L56	S 25°47'28" W	13.88'
L57	N 71°05'28" E	6.29'
L58	S 19°34'58" E	28.42'
L59	N 70°47'28" E	5.30'
L60	S 19°12'32" E	24.67'
L61	S 70°47'28" W	5.14'
L62	S 19°34'58" E	6.81'
L63	N 71°50'04" E	9.44'
L64	S 18°50'54" E	8.49'
L65	N 70°35'53" E	50.16'
L408	S 33°00'00" E	26.96'
L409	S 57°00'00" W	1.33'
L410	S 33°00'00" E	23.80'
L411	S 56°43'51" W	15.58'
L411	S 57°00'00" W	23.54'
L412	S 33°00'00" E	12.12'
L413	S 57°02'15" W	7.54'
L414	S 12°00'00" W	14.13'
L415	S 78°00'00" E	5.52'
L416	S 12°00'00" W	12.36'

LOT 161C-RR BOUNDARY INFORMATION

LINE TABLE		
LINE	BEARING	LENGTH
L417	S 78°00'00" E	22.67'
L418	S 12°00'00" W	48.33'
L447	S 33°16'09" E	15.07'
L448	N 56°43'51" E	5.13'
L449	S 33°16'09" E	22.04'
L450	S 56°43'51" W	5.13'
L451	S 33°16'09" E	14.57'
L452	S 29°49'09" W	3.23'
L453	S 11°43'51" W	122.81'
L454	S 33°16'09" E	1.99'
L455	S 11°43'51" W	4.66'
L456	N 78°16'09" W	1.62'
L457	S 11°43'51" W	16.08'
L458	S 78°16'09" E	1.62'
L459	S 11°43'51" W	4.66'
L460	N 33°16'09" W	1.53'
L462	S 56°43'51" W	9.78'
L463	S 33°16'09" E	1.53'
L464	S 56°43'51" W	4.66'
L466	S 11°43'51" W	6.42'
L467	S 56°43'51" W	21.04'

UTILITY EASEMENT BOUNDARY INFORMATION

Line Table		
Line #	Direction	Length
L681	N 57°00'00" E	0.97'
L682	S 33°00'00" E	28.96'
L683	S 57°00'00" W	1.33'
L684	S 33°00'00" E	3.57'
L685	S 78°00'00" E	12.90'
L686	S 12°01'05" W	12.89'
L687	S 33°00'00" E	2.01'
L688	S 78°00'00" E	8.50'
L689	S 13°57'37" W	23.98'
L690	S 12°23'56" W	19.07'
L691	S 13°16'41" E	13.66'
L692	S 12°42'09" W	0.64'
L693	S 78°00'00" E	1.01'
L694	S 12°00'00" W	20.50'
L695	S 78°00'00" E	7.00'
L696	S 12°00'00" W	24.67'
L697	N 78°00'00" W	7.00'
L698	S 12°00'00" W	5.17'
L699	N 78°00'00" W	0.99'
L700	S 10°16'00" W	21.67'
L701	N 56°43'51" E	0.16'
L702	S 33°16'09" E	15.24'
L703	N 56°15'13" E	5.00'

UTILITY EASEMENT BOUNDARY INFORMATION

Line Table		
Line #	Direction	Length
L703	N 56°15'13" E	5.00'
L704	S 33°16'09" E	28.21'
L705	S 56°43'51" W	5.00'
L706	S 33°16'09" E	15.20'
L707	S 56°43'51" W	3.69'
L708	S 11°43'51" W	120.95'
L711	S 33°16'09" E	2.71'
L712	S 11°43'51" W	28.54'
L713	S 56°43'51" W	22.24'
L714	N 78°16'09" W	3.54'
L715	S 56°43'51" W	30.93'
L716	N 33°16'09" W	2.88'

MONUMENT LEGEND

- FOUND #5 REBAR AND 1.5" ALUM. CAP LS 28652
- FOUND #5 REBAR AND 1.5" ALUM. CAP LS 20632
- FOUND #5 REBAR AND 1.5" ALUM. CAP LS 37903
- FOUND 1/2" BRASS TAG LS 24954
- SET 18" LONG #5 REBAR AND 1.5" ALUM. CAP LS 37662
- FOUND #5 REBAR AND 1.5" ALUM. CAP LS 37970

UTILITY LEGEND

- ELECTRIC BOX
- MANHOLE
- FIRE HYDRANT
- WV WATER VALVE
- SIGN
- CABLE TV BOX
- TELEPHONE BOX
- TRANSFORMER
- G—G UNDERGROUND GAS LINE
- T—T UNDERGROUND TELEPHONE LINE
- E—E UNDERGROUND ELECTRIC LINE
- TV—TV UNDERGROUND CABLE TV LINE
- W—W WATER LINE
- SS—SS SANITARY SEWER LINE

Merrimac-Fort TBD Mountain Village Boulevard Town of Mountain Village, State of Colorado, 81435	**Lot 161C-RR, Town of Mountain Village**
July 11, 2022	BULSON SURVEYING
Sheet 2 Project 21057	

Agenda Item 20

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

TO: Mountain Village Town Council

FROM: Claire Perez, Planner II

FOR: Town Council Regular Meeting; July 17, 2025

DATE: July 7, 2025

RE: Staff Memo – 1) First Reading, Setting of a Public Hearing, and Council Vote on an Ordinance to Consider a Rezone and Density Transfer Application for Lots 901-R2, 902-R2, 908, and 904, pursuant to Community Development Code Sections 17.4.9 and 17.4.10, and 2) Consideration of a Resolution to Approve a Minor Subdivision for Lots 901-R2, 902-R2, 908, and 904 to Replat into 901-R3 and 904-R per Community Development Code Section 17.4.13

APPLICATION OVERVIEW: Density Transfer, Rezone, and Minor Subdivision Application

PROJECT GEOGRAPHY
Legal Description:

Parcel A: LOT 901-R2 ACC TO REPLAT OF 901-R2 AND 902-R2 TMV FILING 9 REC 12 21 2007 PL BK 1 PG 3809 RECPT 390838 1.05 AC
Address: 115 Victoria Drive
Owner: Sorelle Assets Due LTD a TX LP
Zoning: Single-family
Existing Use: Single-family residence
Lot size: 1.05 Acres

Parcel B: LOT 902-R2 ACC TO REPLAT OF 901-R2 AND 902-R2 TMV FILING 9 REC 12 21 2007 PL BK 1 PG 3809 RECPT 390838 1.05 AC
Address: TBD Victoria Drive
Owner: Sorelle Assets Due LTD
Zoning: Single-family
Existing Use: Vacant
Lot size: 1.05 Acres

Parcel C: LOT 908 TELLURIDE MTN VILLAGE FILING 9 ACC TO SUBS PLAT AMEND TO LOT 903 908 AND TRACT OS 903 FILING 9 TMV BK 1 PG 1602 11 9 93 CONT 0.896 AC
Address: TBD Victoria Drive
Owner: 908 Associates LLC

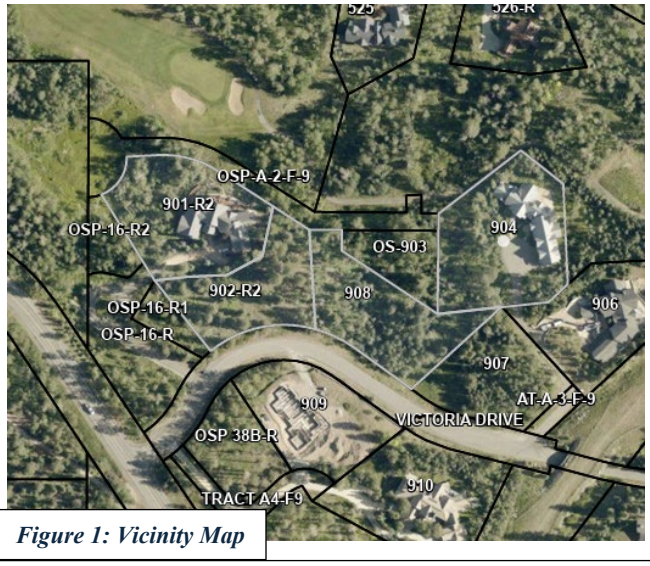


Figure 1: Vicinity Map

Zoning: Single-family
Existing Use: Vacant
Lot size: 0.896 Acres

Parcel D: LOT 904 FILING 9 TELLURIDE MOUNTAIN VILLAGE CONT 1.142 ACRES IMP SURVEY PL BK 1 PG 564 REC SEPT 7 2005
Address: 123 Victoria Drive
Owner: Sykes Family Revocable Trust
Zoning: Single-family
Existing Use: Single-family home
Lot Size: 1.14 Acres

ATTACHMENTS
Exbibit A: Narrative/Replat
Exhibit B: Staff/Public Comment

CASE SUMMARY: Stephanie Fanos, Applicant, has submitted a density transfer and rezone application and a minor subdivision application to make lot line adjustments and vacate some of the lot lines between 901-R2, 902-R2, 908, and 904 to create two single-family lots and move the remaining density into the density bank. The application also requests to vacate the General Easements along the current lot lines and create new General Easements along the boundaries of the two new Single-family lots. The existing General Easements along the perimeters of the lots will be maintained. The density transfer would result in the loss of 1 single-family unit of density on lot 902-R2 and 1 single-family unit of density from Lot 908.The replat would increase the lot size of 901-R3 to 2.249 acres, and increase the size of 904-R to 1.142 Acres.

Lot 908 is owned by 908 Associates LLC. 908 Associates LLC is owned by the owners of Lot 904 and Lots 901 and 902. Currently, there are existing single-family homes on Lots 901-R2 and 904. Lot 901-R2 has been attempting to create a caretaker unit on the lot, but the wetlands and topography on the site have created difficulties. The additional acreage on Lot 901-R2 would allow the owner better opportunities to site the caretaker unit without impacting the wetlands.

The owners of Lot 908 previously submitted a density transfer and rezone application to rezone Lot 908 to Passive Open Space in 2024. The application did not receive approval from the Council and was instead withdrawn.

If the Town Council determines that the proposed replat is appropriate, the newly created Lot 904-R and 901-R3 would each have one extra unit of density (a 4-person equivalent) that would be required per the CDC to be transferred into the Town's Density Bank.

Applicable CDC Requirement Analysis: The applicable requirements cited may not be exhaustive or all-inclusive. The applicant is required to follow all requirements even if an applicable section of the CDC is not cited. ***Please note that Staff comments will be indicated by*** *Italicized Text.*

Existing zoning designations on the properties:

Table 1

Lot No.	Zone District	Zoning Designation	Actual Units	Total Person Equivalents	Total Person Equivalent Density
Lot 901-R2	Single-family	Residential	1	4	4
Lot 904	Single-family	Residential	1	4	4
Lot 902-R2	Single-family	Residential	1	4	4
Lot 908	Single-family	Residential	1	4	4

The proposed Ordinance rezones the properties as follows:

Table 2

Lot No.	Existing Zoning Designations Built	Zoning Designation	Actual Units	Person Equivalent per Actual Unit	Person Equivalents	Actual Units Transferred to Density Bank	Person Equivalent Transferred to Density Bank
Proposed Lot 901-R3	Single-family	Residential	1	4	4	0	0
Proposed Lot 904-R	Single-family	Residential	1	4	4	0	0
Former Lot 902-R2	Single-family	Residential	0	0	0	1	4
Former Lot 908	Single-family	Residential	0	0	0	1	4

Staff: The proposal will result in a net decrease of one Single Family Unit of Density, or 4 person equivalents on 902-R2. The proposal will also result in a net decrease of one Single Family Unit of Density, or 4 person equivalents on Lot 908. The density will be transferred to the Density Bank.

CRITERIA, ANALYSIS AND FINDINGS

The criteria for the decision to evaluate a rezone that changes the zoning designation and/or density allocation assigned to a lot is listed below. The following criteria must be met for the review authority to approve a rezoning application:

17.4.9: Rezoning Process

3. Criteria for Decision:

a. The proposed rezoning is in general conformance with the goals, policies, and provisions of the Comprehensive Plan;

Staff Finding: The applicant requests to vacate lot lines between the four single-family lots to create two single-family lots. There are existing single-family homes on Lot 901-R2 and 904. Lots 902-R2 and 908 are currently vacant. The Comprehensive Plan's Land Use Map designates Victoria Drive as suitable for single-family development. Based on this finding, the proposed density transfer and rezone would meet the intent of the Comprehensive Plan by continuing the use on the future Lots 904-R and 901-R3 as single-family residences.

b. The proposed rezoning is consistent with the Zoning and Land Use Regulations.

Staff Finding: The proposed rezone and density transfer meets the requirements of the CDC. The Single-Family Zone is intended to provide

lower density single-family dwellings. By reducing the density between the two lots, the owners would be meeting the intent of the CDC.

c. The proposed rezoning meets the Comprehensive Plan project standards;

The Comprehensive Plan project standards are listed as follows:

1. Visual impacts shall be minimized and mitigated to the extent practical, while also providing the targeted density identified in each subarea plan development table. It is understood that visual impacts will occur with development.

2. Appropriate scale and mass that fits the site(s) under review shall be provided.

3. Environmental and geotechnical impacts shall be avoided, minimized and mitigated, to the extent practical, consistent with the Comprehensive Plan, while also providing the target density identified in each subarea plan development table.

4. Site-specific issues such as, but not limited to the location of trash facilities, grease trap cleanouts, restaurant vents and access points shall be addressed to the satisfaction of the Town.

5. The skier experience shall not be adversely affected, and any ski run width reductions or grade changes shall be within industry standards.

Staff Finding: The proposed rezone and density transfer does not include any additional development, and therefore impacts to visual/scenic, environmental, geotechnical and ski resources are not anticipated. Any potential development such as an ADU or caretaker suite would be evaluated by the DRB for compliance with the Community Development Code, which contains requirements related to visual impact, scale and massing, environmental and geotechnical impacts, waste, and ski experience.

d. The proposed rezoning is consistent with public health, safety and welfare, as well as efficiency and economy in the use of land and its resources;
Staff Finding: This neighborhood is a single-family zone and is being maintained as a single-family neighborhood. There should be a reduced impact to public health, safety and welfare through the reduction of transportation demand associated with less overall density in this neighborhood.

e. The proposed rezoning is justified because there is an error in the current zoning, there have been changes in conditions in the vicinity or there are specific policies in the Comprehensive Plan that contemplate the rezoning;
Staff Finding: The Future Land Use Map in the Comprehensive Plan identifies Lots 901-R2, 902-R2, 904 and 908 as single-family residential lots and they will continue to be utilized as such, albeit in a reduced overall site density.

f. Adequate public facilities and services are available to serve the intended land uses;
Staff Finding: Adequate public facilities and services currently serve the existing development. The proposed rezone and density transfer would reduce the need for additional services in this area.

g. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and
Staff Finding: The rezoning will not create vehicular or pedestrian circulation hazards. There will be an overall reduction in curb cuts and vehicular movements through the reduction in the density on the lots.

h. The proposed rezoning meets all applicable Town regulations and standards.
Staff Finding: The application meets all applicable regulations and standards.

17.4.10: Density Transfer Process

D. Criteria for Decision

2. Class 4 Applications. The following criteria shall be met for the Review Authority to approve a density transfer.

a. The criteria for decision for rezoning are met since such density transfer must be processed concurrently with a rezoning development application (except for MPUD development applications);
Staff Finding: The applicant has met the criteria for the decision for rezoning as provided above.

b. The density transfer meets the density transfer and density bank policies; and.
Staff Finding: The application meets all applicable density transfer and density bank policies. The applicant is proposing to transfer existing density into the density bank.

c. The proposed density transfer meets all applicable Town regulations and standards.
Staff Finding: The application meets all applicable regulations and standards.

17.4.13.E: Subdivision Regulations

2. Minor Subdivisions. The following criteria shall be met for the review authority to approve a lot line vacation, lot line adjustment, easement vacation or similar subdivision:

a. The lots resulting from the adjustment or vacation are in compliance with Town Zoning and Land Use Regulations and Subdivision Regulations;

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

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

d. Easements are not affected, or have been relocated to the satisfaction of the utility companies and/or the benefited party under the easement or, in the case of vacated easements, the easement is no longer necessary due to changed conditions, and the easement vacation has been consented to by the benefited party under the easement; and

e. The proposed subdivision meets all applicable Town regulations and standards.

Staff Finding: The proposed application meets all of the criteria noted above for Minor Subdivisions. The newly created lots meet the requirements of the CDC and is in conformance with the Comprehensive Plan. The application requests to vacate the General Easements along the internal existing lots and create new General Easements along the perimeters of the two newly created lots. The lots will remain under the existing zone district.

17.4.13.F: Subdivision Design Standards and General Standards
This section of the CDC outlines basic requirements for all subdivisions, including lot standards, environmental standards, fire protection, street improvements, water/sewage disposal/utilities, dedications and easements, maintenance of common areas, public improvements, and plat document standards.

Staff Finding: The application meets the requirements and standards of the Subdivision Design Standards and General Standards listed in the CDC. The overall General Easements proposed for Lot 901-R3 and 904-R meet the 16-foot standard and will continue to provide access to the property. The existing access from Victoria Drive will remain and meet all standards of the CDC. The new Lots 901-R3 and 904-R would conceivably allow for larger homes or ADU's on the properties, provided that the lot coverage would not exceed 40%.

DESIGN REVIEW BOARD REVIEW AND RECOMMENDATION:
The Design Review Board reviewed this proposal at their July 10, 2025 regular meeting and voted 7-0 to recommend approval of the Ordinance to the Town Council.

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

STAFF RECOMMENDATION (DENSITY TRANSFER AND REZONE): If the Town Council determines that the applications for a Density Transfer and Rezone of Lots 901-R2, 902-R2, 908, and 904 meet the criteria for decisions listed within this staff memo, then staff has provided the following suggested motions:

Proposed Motion (DENSITY TRANSFER AND REZONE):
I move to approve an Ordinance on first reading regarding the Density Transfer and Rezone application, pursuant to CDC Sections 17.4.9 & 17.4.10 of the Community Development Code, to transfer 2 single-family density units (8-person total equivalent density) from Lots 902-R2 and 908 to the density bank based on the evidence provided within the staff report of record dated July 7, 2025, and direct the town clerk to set a public hearing for August 21st, with the following conditions:

1. *Prior to the recordation of the associated ordinance approving the Density Transfer and Rezone, the owner must obtain Town Council approval of the Class 5 Minor Subdivision.*

2. *The owner of record of density in the density bank, shall be responsible for all dues, fees, and any taxes associated with the assigned density and zoning until such time as the density is either transferred to a lot or another person or entity.*
3. *All representations of the Applicant, whether within Rezoning submittal materials or at the DRB or Town Council public hearings, are conditions of this approval.*
4. *Town staff shall update the density bank and lot list accordingly.*
5. *The density transfer authorized hereby shall not be effective until the Effective Date of this Ordinance.*

And further set a second reading and public hearing for August 21, 2025

RECOMMENDATION (MINOR SUBDIVISION): If the Town Council determines that application for a Minor Subdivision to combine lots 901-R2, 902-R2, 904, and 908 meets the criteria for decision listed within this staff memo, then staff has provided the following suggested motion:

I move to approve a Resolution approving the Minor Subdivision for Lots 901-R2, 902-R2, 904, and 908 to replat the properties into Lots 901-R3 and 904-R based on the evidence provided within the staff report of record dated July 7, 2025, and with the following conditions:

1. *The Town Council must separately approve the related Density Application for the Property ("Density Approval"). If the Density Approval is not approved within ninety (90) days after adoption of this Resolution, this Resolution shall become null and void.*
2. *All conditions of the Density Approval are conditions of this Subdivision Approval.*
3. *Town Staff will review and must approve the final proposed Property Replat to verify consistency with CDC Section 17.4.13.N Plat Standards, including subsection 3 Plat Notes and Certifications, and provide redline comments to the Applicant prior to execution of the final mylar.*
4. *Town Staff has the authority to provide ministerial and conforming comments on the mylar prior to recordation of the Property Replat.*
5. *All recording fees related to the recording of the Property Replat in the records of the San Miguel County Clerk and Recorder shall be paid by the Applicant.*
6. *All representations of the Applicant, whether within the Subdivision Application materials or made at the DRB or Town Council meetings, are conditions of this Subdivision Approval.*
7. *The subdivision approval is valid for 18 months.*
8. *If the density transfer and rezone is not approved, the minor subdivision would also not be approved.*

LOTS 901-R2, 902-R2, 904 AND 908

MINOR SUBDIVISION APPLICATON AND

REZONE AND DENSITY TRANSFER APPLICATION

OWNERSHIP:

Lot 901-R2 and Lot 902-R2: Sorelle Assets Due LTD, a Texas limited partnership

Lot 904: Sykes Family Revocable Trust dated May 9, 2006

Lot 908: 908 Associates, LLC

LEGAL DESCRIPTION:

See title commitments

ACREAGE: Lot 901-R2 1.05 Acres

Lot 902-R2 1.05 Acres

Lot 904 1.142 Acres

Lot 908 0.896 Acres

CURRENT ZONING: SINGLE FAMILY

REPLAT:

1. Lots 901-R2, Lot 902-R2 and a portion of Lot 908 to be replatted into newly configured Lot 901-R3 to be owned by Sorelle Assets Due, LTD.
2. Lot 904 and a portion of Lot 908 to be replatted into newly configured Lot 904-R to be owned by Sykes Family Revocable Trust dated May 9, 2006.

DENSITY TRANSFER TO DENSITY BANK:

Transfer one (1) single-family unit of density (4 persons) from Lot 902-R2 to be held in the Town of Mountain Village Density Bank by Sorelle Assets Due, LTD

Transfer one (1) single-family unit of density (4 persons) from Lot 908 to be held in the Town of Mountain Village Density Bank by 908 Associates, LLC

SUMMARY OF APPLICATION:

A Minor Subdivision Application and a Rezone/Density Transfer Application are being processed concurrently in order to replat four (4) single-family lots into two (2) newly configured single-family lots. Two (2) single family units of density will be transferred to the Town of Mountain Village Density Bank.

HISTORY OF VICTORIA DRIVE NEIGHBORHOOD.

The history of the platting and replatting of the lots that are the subject of these applications provides important factual background for consideration of these applications.

Lots 901, 902, 903, 904, 907 and 908 were originally platted in 1988, Telluride Mountain Village Filing 9, pursuant to the plat recorded on September 6, 1988 in Plat Book 1 at Page 827 with vehicular access to these lots being provided from A.J. Drive to an access tract known as Tract A-2 F9 that ran along the boundaries of Lots 901, 902, 903 and 904 ("**Original Access**"). See ***Exhibit A*** attached hereto which shows the Original Access from A.J. Drive to Tract A-2 F9. Lot 906 was subsequently platted in 1989. Access to Lots 906, 907 and 908 was contemplated off of Victoria Drive (at the time known as Tucson Drive). At the time of platting in 1988, a portion of A.J. Drive traversed property owned by the United States Forest Service which had not been added to the Telluride Mountain Village common interest community.

In December 9, 1993, Lots 903 and 908 were replatted by The Telluride Company in order to create additional open space (OS-903) and a platted lot (Lot 908) to be conveyed to a third party in order to satisfy court orders in connection with litigation in San Miguel County District Court (92-CV-61 and 92-CV-82). In connection with the 1993 replat, access to Lots 901, 902 and 904 continued to be provided from the Original Access. It should also be noted that when Lots 903 and 908 were replatted into OS-903 and Lot 908, the land area that was most conducive to the development of a single-family dwelling was incorporated into OS-903, leaving Lot 908 with steep and challenging topography.

After these lots were platted in 1988 and 1989 and replatted in 1993, it was discovered that significant wetlands existed within the vicinity of these lots and the Original Access. As a result, vehicular access via the Original Access was not possible and was eliminated. See plat for Filing 38 attached hereto as **Exhibit B.** This significant change in the Original Access severely complicated vehicular access to Lots 901 and 904 in particular. As a result, The Telluride Company was required to construct access to Lot 904 from Victoria Drive, over Tract A-3 F9 and within the General Easements on Lots 906 and 907. An extensive driveway for Lot 901 was required to be constructed from Victoria Drive over OSP-16R in order to provide vehicular access for the single-family home constructed on Lot 901.

Significant wetlands were determined to exist on these platted lots, particularly Lot 901. As a result of the wetlands, Lots 901 and 902 were replatted three (3) times in order to provide a sufficient land area for the development of the single-family residence on Lot 901 and to avoid the wetlands.

The owner of Lot 901-R2 has been exploring the construction of a caretaker unit on Lot 901-R2, however, the existence of extensive wetlands combined with the topography of the lot has proven to be prohibitive. The vacation of the lot lines (and general easement) between Lots 901-R2 and 902-R2 and the addition of land area from Lot 908 will allow for the construction of a caretaker unit in close proximity to the existing single-family dwelling on Lot 901-R2 in a more environmentally sensitive manner.

The owner of Lot 908 had previously submitted an application to rezone Lot 908 from Single Family to Passive Open Space as is specifically allowed under the CDC. DRB unanimously recommended the rezoning of Lot 908 to Passive Open Space, however, three Town Councilmembers objected to the rezoning for reasons that were outside of the CDC rezoning criteria with one Councilperson stating that he would prefer for Lot 908 to be replatted into the adjacent lots. Having listened to these Town Councilpersons, the owner of Lot 908 and the owners of the adjacent Lots 904, 901-R2 and 902-R2 are proposing to do exactly as recommended and replat Lot 908 into Lot 904 and Lots 901/902. Title to Lot 908 is held under 908 Associates, LLC and the LLC is owned by the owners of Lot 904 and Lots 901/902.

Replatting Lot 908 into each of Lot 904 and Lot 901/902 will provide for additional land area for these lots that are constrained by topography, wetlands and access challenges and result in a more efficient and environmentally sensitive use of the land.

CRITERIA FOR DENSITY TRANSFER/REZONING APPLICATION (CDC Section 17.4.9):

a. The proposed rezoning is in general conformance with the goals, policies and provisions of the Comprehensive Plan;

All four lots are located in the Single-Family Zone District. The Minor Subdivision Applications seeks to vacate lot lines between the four lots to create two newly configured lots which will remain zoned as Single Family. The two newly configured lots will each include an existing single-family dwelling. The Comprehensive Plan's Land Use Map designates the Victoria Drive area as suitable for single family development. The applications do not propose to make any changes to the single-family use on the lots. Density transfer to the density bank of two units of single-family density is required in connection with the replat application. The applications serve to preserve the character of existing low-density single-family residential areas by reducing density and protecting the natural open space and wildlife habitat in this single-family neighborhood. The applications are consistent with the numerous applications approved by the Town to replat two or more single-family lots into one integrated single-family lot and move the remaining density into the density bank.

b. The proposed rezoning is consistent with the Zoning and Land Use Regulations;

There will be no change in the Zone District or Zoning Designations for the replatted lots. The Single-Family Zone District is intended to provide lower density single-family dwellings. By reducing the density among the lots, the applications continue to respect the lower density goals of the Single-Family Zone District.

c. The proposed rezoning meets the Comprehensive Plan project standards;

Replatting the four (4) single family lots into two (2) newly configured single-family lots results in the minimization of visual impacts and environmental and geotechnical impacts. The replatting and density transfer is consistent with the Single-Family land use principles and policies set forth in the Comprehensive Plan as it preserves the character of existing low-density residential areas by reducing density and protecting the natural open space and wildlife habitat in this single-family neighborhood.

d. The proposed rezoning is consistent with public health, safety and welfare, as well as efficiency and economy in the use of land and its resources;

This neighborhood is in the Single-Family Zone District and the single-family use is being maintained. The reduction of density in this single-family neighborhood will reduce the impacts to and use of the land and reduce the impacts to public health, safety and welfare through among other things the reduction of transportation demands and reduction of curb cuts off of Victoria Drive and the reduction of water and sewer usage.

e. The proposed rezoning is justified because there is an error in the current zoning, there have been changes in conditions in the vicinity or there are specific policies in the Comprehensive Plan that contemplate the rezoning;

The Future Land Use Map in the Comprehensive Plan identifies all of the lots that are the subject of this application as single-family residential lots and they will continue to be utilized as single family residential lots with a reduction of density that is consistent with the low density single family residential use in the Single Family Zone District. The existence of extensive wetlands on and in the vicinity of these lots combined with the steep topography has proven to be problematic since these lots were originally platted in 1988. The proposed replat and density transfer will allow for more environmentally sensitive use and development.

f. Adequate public facilities and services are available to serve the intended land uses;

The applications will result in a reduction of public services and facilities by reducing density.

g. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash or service delivery congestion; and

The applications will result in the reduction of the need for public facilities and services by reducing density, thereby decreasing vehicular and pedestrian circulation hazards, parking impacts, trash and delivery services and water and sewer usage.

h. The proposed rezoning meets all applicable Town regulations and standards.

The applications are consistent with all application Town regulations and standards and further the goal of low impact single family development in the Single-Family Zone District.

Criteria for Density Transfer Application CDC Section 17.4.10(2)

2. *Class 4 Applications.* The following criteria shall be met for the Review Authority to approve a density transfer:

a. The criteria for decision for a rezoning are met, since such density transfer must be processed concurrently with a rezoning development application (except for MPUD development applications);

See above

b. The density transfer meets the density transfer and density bank policies; and

See above

c. The proposed density transfer meets all applicable Town regulations and standards.

See above

CDC Section 17.4.13.E. Subdivision Regulations

2. Minor Subdivisions. The following criteria shall be met for the review authority to approve a lot line vacation, lot line adjustment, easement vacation or similar subdivision:

a. The lots resulting from the adjustment or vacation are in compliance with Town Zoning and Land Use Regulations and Subdivision Regulations;

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

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

d. Easements are not affected, or have been relocated to the satisfaction of the utility companies and/or the benefited party under the easement or, in the case of vacated easements, the easement is no longer necessary due to changed conditions, and the easement vacation has been consented to by the benefited party under the easement; and

e. The proposed subdivision meets all applicable Town regulations and standards.

This application seeks to vacate the lot lines among the four lots in order to create two newly configured single-family lots. In addition, the application seeks to vacate the General Easements along the "internal" lot lines and create new General Easements along the boundaries of the two newly configured single-family lots. The existing General Easements along the perimeter of the lots will be maintained. No utilities or other improvements have been constructed within the General Easements to be vacated.

No additional lots are proposed to be created under this application and there will be no changes to the underlying Single Family Zone District and Zoning Designations.

The newly replatted lots are in full compliance with all Town standards and codes, including all zoning and land use regulations. The application complies with all applicable standards of the CDC and is in general conformance with the Comprehensive plan as it preserves the single-family residential zoning designation and uses and allows for the concentration of development in a more efficient and environmentally sensitive manner. In particular, the topographic aspects of Lot 901-R2 and 902-R2 combined with the existence of wetlands on Lot 901-R2 currently constraint the development of a caretaker unit. Replatting of these lots will allow for the construction of a caretaker unit that is in closer proximity to the existing single-family dwelling on Lot 901-R2.

Transportation and circulation demands will be reduced by this application. The elimination of two additional curb cuts off of Victoria Drive will significantly improve traffic and circulation safety for the Victoria Drive neighborhood

This application decreases density in the Victoria Drive single family neighborhood thereby reducing the demands on public facilities and services. The reconfiguration of these lots will result in the ability to preserve and protect important environmental features on the properties, including steep terrain and wetlands.

255489
B: PL#1 P: 829

Original Access

CENTER LINE CURVE INFORMATION

NO.	DELTA	RADIUS	LENGTH	CHORD	TANGENT
		MOUNTAIN VILLAGE BLVD.			
1	47° 47' 00"	350.00'	291.89'	283.51'	155.04'
2	48° 43' 44"	300.00'	255.14'	247.52'	135.86'
3	32° 35' 50"	300.00'	170.68'	168.39'	87.72'
4	59° 00' 00"	304.51'	313.57'	299.90'	172.28'
5	23° 53' 35"	250.00'	104.28'	103.52'	52.91'
6	73° 51' 33"	200.00'	257.82'	240.33'	150.33'
7	25° 37' 22"	250.00'	111.80'	110.87'	56.85'
8	04° 13' 21"	600.00'	44.22'	44.21'	22.12'
9	14° 22' 55"	40000'	100.40'	100.14'	50.47'
10	71° 40' 26"	200.00'	250.19'	234.19'	144.44'
		A.J. DRIVE			
1	20° 30' 00"	240.00'	85.87'	85.41'	43.40'
2	56° 00' 00"	200.00'	195.48'	187.79'	106.34'
3	21° 00' 00"	539.55'	197.76'	196.65'	100.00'
		TUCSON DRIVE			
1	31° 00' 00"	200.00'	108.21'	106.90'	55.46'
2	100° 30' 00"	175.00'	306.96'	269.09'	210.41'
3	21° 00' 00"	200.00'	73.30'	72.89'	37.07'
4	31° 30' 00"	300.00'	164.93'	162.86'	84.61'
		CARSTENS DRIVE			
1	27° 15' 00"	300.00'	142.68'	141.34'	72.72'

CUL-DE-SAC CURVE INFORMATION

		A.J. DRIVE			
A	28° 53' 36"	251.34'	126.75'	125.41'	64.75'
B	237° 47' 10"	70.00'	290.51'	122.57'	126.84'
C	28° 53' 36"	251.34'	126.75'	125.41'	64.75'
		TUCSON DRIVE			
A	51° 43' 55"	140.16'	126.55'	122.29'	67.96'
B	231° 43' 55"	70.00'	263.11'	125.97'	144.38'

NOTES:

1) INFORMATION LISTED WITHIN ROAD RIGHTS-OF-WAY REFERS TO CENTER LINE

2) ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

3) ALL DISTANCES SHOWN ALONG CURVED RIGHTS-OF-WAY ARE ARC LENGTHS.

4) G.E., AN EASEMENT, 16 FEET IN WIDTH INURING TO THE BENEFIT OF THE TELLURIDE COMPANY, ITS SUCCESSORS AND ASSIGNS, IS HEREBY ESTABLISHED AND RESERVED OVER, ACROSS AND UNDER THE PERIMETER OF THOSE LOTS DESIGNATED ON THIS PLAT BY THE SYMBOL "G.E." FOR THE PURPOSE OF ANY AND ALL IMPROVEMENTS REQUIRED FOR THOSE USES AND ACTIVITIES DEEMED NECESSARY BY THE TELLURIDE COMPANY FOR THE SAFE OR EFFICIENT OPERATION OF THE TELLURIDE MOUNTAIN VILLAGE OR THE TELLURIDE SKI AREA, WHICH INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING: UTILITIES, DRAINAGE, ELECTRICAL SERVICE, NATURAL GAS SERVICE, PROPANE SERVICE, TELEPHONE SERVICE, CABLE TELEVISION SERVICE, COMMUNICATION SERVICES, SKI SLOPE MAINTENANCE, BICYCLE ACCESS, SKIER ACCESS, ROADWAYS, EQUESTRIAN ACCESS, PEDESTRIAN ACCESS, GOLF CART ACCESS, SNOWMAKING, WATERWAYS, SLOPE MAINTENANCE, SNOW STORAGE, RETAINING WALLS, SNOWMOBILE ACCESS, SNOW REMOVAL, SNOWCAT ACCESS, WATER, SANITARY SEWER, AND STORM SEWER.

5) ● SET THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP MARKED BANNER INC. 20632.

LOT NO.	DESIGNATED USE	NO. OF UNITS
655	SINGLE FAMILY (G.E.)	1
656	SINGLE FAMILY (G.E.)	1
657	SINGLE FAMILY (G.E.)	1
658	SINGLE FAMILY (G.E.)	1
659	SINGLE FAMILY (G.E.)	1
660	SINGLE FAMILY (G.E.)	1
662	SINGLE FAMILY (G.E.)	1
663	SUBDIVIDABLE DUPLEX (ATTACHED)(G.E.)	2
901	SINGLE FAMILY (G.E.)	1
902	SINGLE FAMILY (G.E.)	1
903	SINGLE FAMILY (G.E.)	1
907	SINGLE FAMILY (G.E.)	1
908	SINGLE FAMILY (G.E.)	1
909	SINGLE FAMILY (G.E.)	1
910	SINGLE FAMILY (G.E.)	1
915	SINGLE FAMILY (G.E.)	1
916	SINGLE FAMILY (G.E.)	1
917	SINGLE FAMILY (G.E.)	1
918	SINGLE FAMILY (G.E.)	1
641	CONDOMINIUM LOT (G.E.)	10
904	SINGLE FAMILY (G.E.)	1
TRACTS A-1 F9, A-2 F9, A-3 F9, A-4 F9, A-5 F9	ACCESS TRACT	-

6) "TELLURIDE COMPANY BOUNDARY MAP" DONE BY MAHNKE SURVEYING, DATED OCTOBER OF 1980, FILED IN PLAT FILE NO. 2 COUNTY OF SAN MIGUEL, STATE OF COLORADO.

7) TELLURIDE MOUNTAIN VILLAGE, FILING 6, PHASE 2, IS RECORDED IN PLAT BOOK NO. 1 PAGES 565-571, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

8) SANITARY SEWER ACCESS POINTS ARE WITHIN 50' OF LOT LINES.

9) ANY DEVELOPMENT ON LOT 904 WILL BE REQUIRED TO PASS THE HISTORICAL DRAINAGE FLOW THROUGH THIS LOT.

U.S.F.S. PROPERTY

DETAIL A
SCALE 1" = 30'

- SET THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP MARKED BANNER INC. 20632
- FOUND #4 REBAR WITH METAL CAP L.S. 6868
- FOUND B.L.M. BRASS CAP

SCALE 1" = 100'
0 100 200 300

INDICATES SEASONALLY WET AND OR MARSH AREAS.

ORIGIN OF BEARINGS:
THE NORTH LINE S 1/2 SE 1/4 OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 9 WEST OF THE NEW MEXICO PRINCIPAL MERIDIAN BEARS S 88° 36' 10" E WITH ALL OTHER BEARINGS CONTAINED HEREIN RELATIVE THERETO. THIS BEARING WAS ROTATED 01° 26' 50" CLOCKWISE FROM ROGER D. MAHNKE'S SURVEY AS SHOWN ON THE TELLURIDE COMPANY BOUNDARY MAP DATED OCTOBER OF 1980. THIS ROTATION WAS DONE TO BE IN CONFORMANCE WITH THE PROJECT BEARINGS ESTABLISHED PREVIOUSLY BY KKBNA INC. DENVER COLORADO

COLORADO REGISTERED 19 WALDICE E. BEEDLE 20632 PE AND PLS

TELLURIDE MOUNTAIN VILLAGE FILING 9

SHEET 3 OF 3

308148 10/23/1996 01:19P B: PL#1 P:2146
Gay Cappis, County Clerk, San Miguel County, CO

PLAT OF FILING 38 AND AMENDMENT TO THE FINAL PLAT OF TRACT OS 390, TRACT OSP 15-C, ACCESS TRACT A-2 F9, TELLURIDE MOUNTAIN VILLAGE, SECTION 33, T.43 N., R.9 W., AND SECTION 4, T.42 N., R.9 W., N.M.P.M., TOWN OF MOUNTAIN VILLAGE, COUNTY OF SAN MIGUEL, COLORADO

Notes:

1. According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.
2. Basis of Bearings: The basis of bearings for this Plat is the Section line on the northerly boundary of the NW 1/4 of the NE 1/4, Section 4, having a grid bearing of S 88° 37' 35" E, with the westerly end of said line marked with a B.L.M. monument and a witness corner on the easterly end of said line marked with a B.L.M. approved monument set by Banner Associates. The origin of the bearing for this base is described in Note No. 3 as follows.
3. Origin of bearing: The north line of the S 1/2 of the SE 1/4 of Section 34, Township 43 north, Range 9 west, New Mexico Principal Meridian bears S 88° 36' 10"E with all other bearings contained herein relative thereto. This bearing was rotated 01° 26' 50" clockwise from Roger D. Mahnke's survey as shown on The Telluride Company Boundary Map dated October of 1980. This rotation was done to be in conformance with the project or grid bearings established previously by KKBNA, Inc., Denver, Colorado, and which are given on this plat.
4. G.E., An easement, 16 feet in width inuring to the benefit of The Telluride Company, its successors, designees and assigns, is hereby established and reserved on, over, across and under the perimeter of those lots designated by the symbol "G.E." for the purpose of constructing, operating, maintaining, and repairing any and all improvements required for those uses, purposes and activities deemed necessary or appropriate by The Telluride Company for the safe or efficient operation of The Telluride Mountain Village or any lots contained therein, which shall include but are not limited to the following: water service, electrical service, telephone service, cable television service, sanitary sewage service, natural gas service, propane service, communication services, road construction, retaining walls, roadway and driveway cut and fill areas, drainage, bicycle access, skier access, pedestrian access, snow storage, storm sewer, grading, removal of vegetation, ski slope maintenance, snowmaking, waterways, slope maintenance, snowmobile access, snowcat access, and removal or addition of soils materials.
5. Approval of this plat may create a vested property right pursuant to Article 68 of Title 24, C.R.S., as amended.
6. Tract OSP-5I, Telluride Mountain Village as recorded in Book 1, Pages 1485-1486 and Lot 166 of Filing 3I, Telluride Mountain Village as recorded in Book 1, Page 1525 in the office of the Clerk and Recorder of San miguel County, Colorado.
7. Town of Mountain Village Plat Notes one (1) through eighteen (18) inclusive and Town of Mountain Village Plat Definitions "A" through "X" inclusive as shown on Sheet 4 of 10 of Town of Mountain Village Official Plat recorded on July ___, 1996 in Plat Book ___, Pages ___ in the office of the Clerk and Recorder of San Miguel County, Colorado are incorporated herein by this reference and shall apply to the real property platted hereby in the same manner as if fully set forth herein. Any amendments to the above referenced Town of Mountain Village Plat Notes and Definitions shall apply to the real property platted hereby. The Town of Mountain Village reserves the right and power to, pursuant to a zoning amendment, modify the plat notes and definitions of the Town of Mountain Village Official Plat.
9. Wetlands as shown hereon were delineated by Wright Water Engineers and field surveyed by Banner Associates, Inc. Identified wetlands are subject to the site planning provisions of The Town of Mountain Village use ordinance, as such ordinance is in efect or as it may be amended from time to time.
10. NOTES OF CLARIFICATION:
    a. The configuration of the following lots, tracts and rights-of-way have been modified by this Amendment to the Final Plat:
       None
    b. The following lots, tracts, and rights-of-way have been deleted by this Amendment to the Final Plat:
       Tract OS 390, Tract OSP 15-C, Access Tract A-2 F9
    c. The following lots, tracts, and right-of-way have been created by this Amendment to the Final Plat:
       Lots 390, 391, 392, 393, Tracts OSP-2S, OSP-2N, and Tract OSP A-2 F9
    d. The use and density of the following lots are for reference purposes only:

LOT NO.	DESIGNATED USE	NO. OF UNITS	DENSITY
LOT 390	SINGLE FAMILY (G.E.)	1	4
LOT 391	SINGLE FAMILY (G.E.)	1	4
LOT 392	SINGLE FAMILY (G.E.)	1	4
LOT 393	SINGLE FAMILY (G.E.)	1	4
TRACT OSP-2N	ACTIVE OPEN SPACE/RECREATION TRACT	N/A	N/A
TRACT OSP-2S	ACTIVE OPEN SPACE/RECREATION TRACT	N/A	N/A
TRACT OSP A2 F-9	ACTIVE OPEN SPACE/RECREATION TRACT	N/A	N/A

308148

PLAT

ETTA PLACE TOO ASSOCIATES TRUST

TELLURIDE COMPANY

TO

TMV FILING 38

STATE OF COLORADO)
COUNTY OF SAN MIGUEL) ss
FILED FOR RECORD AT 1:19 O'CLOCK P. M. OCTOBER 23, 1996
AND DULY RECORDED IN BOOK PL#1 PAGE 2146-2147
GAY CAPPIS
BY Becky Silverthorn Deputy
FEES $ 21.00

θ = 01° 26' 50"

TRUE NORTH / PROJECT GRID NORTH

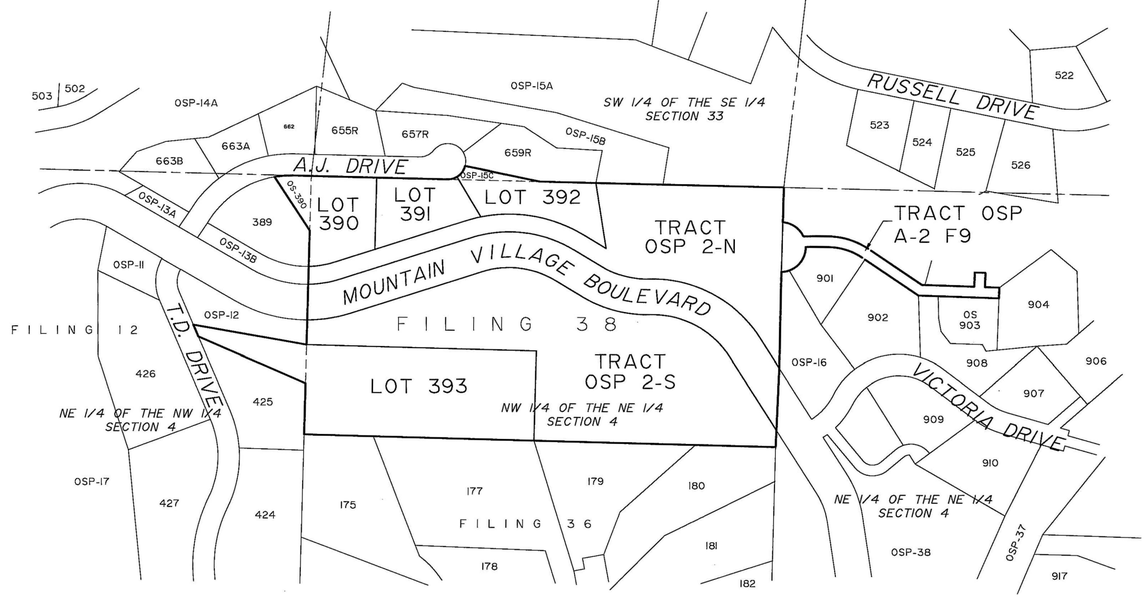
FEET 200 0 200 FEET

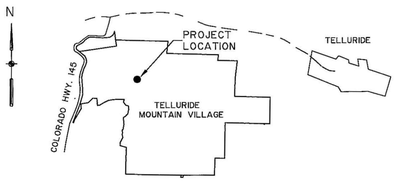
GRAPHIC SCALE

SCALE: 1 INCH = 200 FEET

LEGEND

- SET THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP MARKED BANNER, INC., 20632
- FOUND THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP MARKED BANNER, INC., 20632
- FOUND MONUMENT, AS DESCRIBED





VICINITY MAP
SCALE: 1:62500

CERTIFICATE OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS that Etta Place Too Associates Trust being the owner in fee simple of that portion of Filing 38 which is described as follows:

Beginning at the ngrthwest corner of said portion which is identical with the 1/4 corner to Section 4, Township 42 North, Range 9 West and to Section 33, Township 43 North, Range 9 West, both of New Mexico Principal Meridian;

1. Thence S 88° 37' 35" E, 1320.72 feet;
2. Thence S 01° 41' 13" W, 726.74 feet;
3. Thence N 88° 28' 29" W, 1319.16 feet;
4. Thence N 01° 33' 54" E, 723.25 feet to the Point of Beginning.

The Parcel as described above contains 21.968 acres more or less;

And The Telluride Company being the owner in fee simple of Tract OS-390, Tract OSP 15-C, Access Tract A-2 F9 and an Irregular Tract in Lot 393 which is described more particularly as follows:

Beginning at the most northeasterly corner of the Irregular Tract whence the previously described 1/4 corner to Section 4 and Section 33 bears N 01° 33' 54" E, 473.26 feet;

1. Thence S 01° 33' 54" W, 107.44 feet;
2. Thence N 66° 30' 00" W, 326.63 feet;
3. Thence N 23° 13' 28" W, 48.90 feet;
4. Thence S 78° 06' 18" E, 328.82 feet to the Point of Beginning.

The Irregular Parcel as described above contains 0.525 acres more or less;

Tract OS-390, Tract OSP 15-C, Access Tract A-2 F9 and the Irregular Parcel contain 1.404 acres total, more or less;

Do hereby plat and make an Amendment to the Final plat of said real property in accordance with the Plat and Amendment to the Final Plat shown hereon.

SURVEYOR'S CERTIFICATE

I, Wallace E. Beedle, of Banner Associates, Inc., a Professional Land Surveyor, licensed under the laws of the State of Colorado, do hereby certify that the Plat of Filing 38 and Amendment to the Final Plat of Tract OS 390, Tract OSP 15-C, and Access Tract A-2 F9, Telluride Mountain Village shown hereon has been prepared under my direct supervision and checking and accurately represents a survey conducted under my direct supervision. This survey complies with applicable provisions of Title 38, Article 51, C.R.S., and are true and accurate to the best of my knowledge and belief.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal this 18 day of October, 1996.

Wallace E. Beedle
P.E., P.L.S. No. 20632

COLORADO REGISTERED WALLACE E BEEDLE 20632 P.E. AND P.L.S.

LEGAL DESCRIPTION OF Filing 38, TELLURIDE MOUNTAIN VILLAGE

A tract of land located in the SW 1/4 of the SE 1/4, of Section 33, Township 43 North, Range 9 West, and the NW 1/4 of the NE 1/4, of Section 4, of Township 42 North, Range 9 West of the New Mexico Principal Meridian, County of San Miguel, State of Colorado more fully described as follows:

Beginning at the N 1/4 corner of Section 4, T.42 N., R.9 W., N.M.P.M., which is a B.L.M. Brass Cap;

1. Thence S 88° 37' 35" E, 380.36 feet;
2. Thence northeasterly 66.46 feet along the arc of a circular curve concave to the northwest with a radius of 50.00 feet, a delta of 76° 09' 11", and a chord bearing N 53° 17' 50" E, 61.67 feet;
3. Thence S 76° 23' 28" E, 214.04 feet;
4. Thence S 88° 37' 35" E, 681.18 feet;
5. Thence S 01° 41' 13" W, 97.17 feet;
6. Thence southeasterly 73.04 feet along the arc of a circular curve concave to the southwest with a radius of 70.00 feet, a delta of 59° 47' 12", and a chord bearing S 55° 16' 12" E, 69.77 feet;
7. Thence East, 67.22 feet;
8. Thence southeasterly 121.65 feet along the arc of a circular curve concave to southwest with a radius of 205.00 feet, a delta of 34° 00' 00", and a chord bearing S 73° 00' 00" E, 119.87 feet;
9. Thence S 56° 00' 00" E, 180.46 feet;
10. Thence S 88° 00' 00" E, 146.40 feet;
11. Thence N 02° 00' 00" E, 40.00 feet;
12. Thence S 88° 00' 00" E, 30.00 feet;
13. Thence S 02° 00' 00" W, 40.00 feet;
14. Thence S 88° 00' 00" E, 40.00 feet;
15. Thence S 02° 00' 00" W, 30.00 feet;
16. Thence N 88° 00' 00" W, 225.00 feet;
17. Thence N 56° 00' 00" W, 189.06 feet;
18. Thence northwesterly 103.85 feet along the arc of a circular curve concave to the southwest with a radius of 175.00 feet, a delta of 34° 00' 00", and a chord bearing N 73° 00' 00" W, 102.33 feet;
19. Thence West, 60.47 feet;
20. Thence southwesterly 108.17 feet along the arc of a circular curve concave to the northwest with a radius of 70.00 feet, a delta of 88° 32' 13", and a chord bearing S 44° 16' 07" W, 97.72 feet;
21. Thence S 01° 41' 13" W, 489.78 feet;
22. Thence N 88° 28' 29" W, 1319.16 feet;
23. Thence N 01° 33' 54" E, 142.54 feet;
24. Thence N 66° 30' 00" W, 326.63 feet;
25. Thence N 23° 13' 28" W, 48.90 feet;
26. Thence S 78° 06' 18" E, 328.82 feet;
27. Thence N 01° 33' 54" E, 320.06 feet;
28. Thence N 33° 12' 26" W, 179.89 feet;
29. Thence northeasterly 52.53 feet along the arc of a circular curve concave to the southeast with a radius of 270.00 feet, a delta of 11° 08' 52", and a chord bearing N 85° 47' 59" E, 52.45 feet to the Point of Beginning.

Filing 38, as described above contains 23.372 acres more or less.

The Owners do hereby dedicate those portions of land labeled as 16 foot easements (G.E.) for the installation and maintenance of those items as listed in Note Number 4 hereon.

THE TELLURIDE COMPANY, owner of Tract OS-390, Tract OSP 15-C, Access Tract A-2 F9 and the Irregular Parcel.

by A. J. Wells, President

ACKNOWLEDGEMENT OF OWNER

State of ~~Colorado~~ MASSACHUSETTS)
) ss
County of ~~San Miguel~~ SUFFOLK)

Subscribed and sworn to before me this 21st day of October, 96 A.D., 1996 by ~~A. J. Wells, as President of The Telluride Company,~~ George Macomber as Trustee of Etta Place Too Associates Trust.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal.

My commission expires 9/9/99

DAVID K. BUTLER
Notary Public, Massachusetts
My Commission Expires September 9, 1999

Notary Public

ETTA PLACE TOO ASSOCIATES TRUST owner of that portion of Filing 38 as described above.

by George Macomber, Trustee

ACKNOWLEDGEMENT OF OWNER

State of Colorado)
) ss
County of San Miguel)

Subscribed and sworn to before me this 22nd day of October A.D., 1996 by ~~George Macomber as Trustee of Etta Place Too Associates Trust~~ A. J. Wells as President of The Telluride Company.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal.

My commission expires May 26, 1998

Kimberly A. Rible
Notary Public

NOTARY PUBLIC KIMBERLY A. RIBLE STATE OF COLORADO

TITLE INSURANCE COMPANY CERTIFICATE

Telluride Mountain Title Co. does hereby certify that we have examined the title to the lands herein shown on this Plat and Amendment to the Final Plat, and that title to this land is in the name of Etta Place Too Associates Trust and is free and clear of all encumbrances, liens, taxes, and special assessments except as follows: *

Dated this 22nd day of October, A.D., 1996. AT 8:00 A.M.

Martin S. Bregman

Martin S. Bregman
President

* DEED OF TRUST IN Book 585 AT PAGE 543

TOWN OF MOUNTAIN VILLAGE APPROVAL

I, William A. Hanley III, as Mayor of the Town of Mountain Village, Colorado, do hereby certify that this Plat and Amendment to the Final Plat has been approved by the Town Council by the resolution that has authorized and directed me to execute this document.

William A. Hanley III, Mayor

10.22.96
Date

RECORDERS CERTIFICATE

This Plat and Amendment to the Final Plat was filed for record in the office of the County Clerk and Recorder of San Miguel County on this 23rd day of October, A.D., 1996.
Book No.: PL#1
Page No.: 2146-2147
Reception No.: 308148
Time: 1:19 PM

Gay Cappis
County Clerk

COUNTY CLERK SAN MIGUEL COUNTY, CO

DRAWN BY: F.J.B.	BANNER ASSOCIATES, INC. ● CONSULTING ENGINEERS & SURVEYORS 2777 CROSSROADS BOULEVARD ● GRAND JUNCTION, CO 81506 ● (970) 243-2242 605 E. MAIN ● SUITE 6 ● ASPEN, CO 8161 ● (970) 925-5857	PLAT OF FILING 38 AND AMENDMENT TO THE FINAL PLAT OF TRACT OS 390, TRACT OSP 15-C, ACCESS TRACT A-2 F9, TELLURIDE MOUNTAIN VILLAGE, SECTION 33, T.43 N., R.9 W., AND SECTION 4, T.42 N., R.9 W., N.M.P.M., TOWN OF MOUNTAIN VILLAGE, COUNTY OF SAN MIGUEL, COLORADO	SCALE: 1" = 200' / JOB NO: 82707402 / DATE: 10-18-96
CHECKED BY: W.E.B.			SHEET NO: 1 of 2

\P\82707402\PLAT Fri Oct 18 14:47:59 1996 Banner Associates, Inc.

PLAT OF FILING 38 AND AMENDMENT TO THE FINAL PLAT OF TRACT OS 390, TRACT OSP 15-C, ACCESS TRACT A-2 F9, TELLURIDE MOUNTAIN VILLAGE, SECTION 33, T.43 N., R.9 W., AND SECTION 4, T.42 N., R.9 W., N.M.P.M., TOWN OF MOUNTAIN VILLAGE, COUNTY OF SAN MIGUEL, COLORADO

CURVE INFORMATION

(A)	Δ = 59° 47' 12"	R = 70.00'	L = 73.04'	T = 40.24'	C = 69.77'	CB = S 55° 16' 12" E
(B)	Δ = 34° 00' 00"	R = 205.00'	L = 121.65'	T = 62.67'	C = 119.87'	CB = S 73° 00' 00" E
(C)	Δ = 34° 00' 00"	R = 175.00'	L = 103.85'	T = 53.50'	C = 102.33'	CB = N 73° 00' 00" W
(D)	Δ = 88° 32' 13"	R = 70.00'	L = 108.17'	T = 68.23'	C = 97.72'	CB = S 44° 16' 07" W
(E)	Δ = 11° 08' 52"	R = 270.00'	L = 52.53'	T = 26.35'	C = 52.45'	CB = N 85° 47' 59" E
(F)	Δ = 76° 09' 11"	R = 50.00'	L = 66.46'	T = 39.17'	C = 61.67'	CB = N 53° 17' 50" E
(G)	Δ = 32° 11' 57"	R = 50.00'	L = 28.10'	T = 14.43'	C = 27.73'	CB = N 75° 16' 27" E
(H)	Δ = 43° 57' 14"	R = 50.00'	L = 38.36'	T = 20.18'	C = 37.42'	CB = N 37° 11' 51" E
(J)	Δ = 48° 43' 44"	R = 400.00'	L = 340.19'	T = 181.15'	C = 330.03'	CB = S 83° 16' 02" E
(K)	Δ = 42° 27' 59"	R = 400.00'	L = 296.47'	T = 155.42'	C = 289.73'	CB = N 80° 08' 10" W
(L)	Δ = 06° 15' 45"	R = 400.00'	L = 43.72'	T = 21.88'	C = 43.70'	CB = S 75° 29' 58" W
(M)	Δ = 16° 26' 17"	R = 250.00'	L = 71.73'	T = 36.11'	C = 71.48'	CB = S 80° 35' 15" W
(N)	Δ = 16° 53' 53"	R = 300.00'	L = 88.48'	T = 44.56'	C = 88.16'	CB = S 80° 49' 03" W
(O)	Δ = 17° 28' 23"	R = 400.00'	L = 121.98'	T = 61.47'	C = 121.51'	CB = N 81° 06' 17" E
(P)	Δ = 48° 43' 44"	R = 350.00'	L = 297.67'	T = 158.51'	C = 288.78'	CB = N 83° 16' 02" W
(Q)	Δ = 48° 43' 44"	R = 250.00'	L = 212.62'	T = 113.22'	C = 206.27'	CB = S 83° 16' 02" E
(R)	Δ = 32° 35' 50"	R = 250.00'	L = 142.23'	T = 73.10'	C = 140.32'	CB = N 75° 12' 05" W
(S)	Δ = 32° 35' 50"	R = 350.00'	L = 199.13'	T = 102.34'	C = 196.45'	CB = S 75° 12' 05" E
(T)	Δ = 59° 00' 00"	R = 354.47'	L = 365.01'	T = 200.55'	C = 349.09'	CB = N 62° 00' 00" W
(U)	Δ = 59° 00' 00"	R = 254.47'	L = 262.03'	T = 143.97'	C = 250.61'	CB = S 62° 00' 00" E
(V)	Δ = 69° 59' 57"	R = 70.00'	L = 85.52'	T = 49.01'	C = 80.30'	CB = S 34° 59' 59" W
(W)	Δ = 18° 29' 18"	R = 70.00'	L = 22.59'	T = 11.39'	C = 22.49'	CB = S 79° 14' 36" W

CENTERLINE CURVE INFORMATION

(1)	Δ = 17° 13' 36"	R = 350.00'	L = 105.23'	T = 53.02'	C = 104.84'	CB = N 80° 58' 54" E
(2)	Δ = 48° 43' 44"	R = 300.00'	L = 255.14'	T = 135.86'	C = 247.52'	CB = S 83° 16' 02" E
(3)	Δ = 32° 35' 50"	R = 300.00'	L = 170.68'	T = 87.72'	C = 168.39'	CB = S 75° 12' 05" E
(4)	Δ = 59° 00' 00"	R = 304.47'	L = 313.52'	T = 172.26'	C = 299.85'	CB = S 62° 00' 00" E

COURSES

NO.	BEARING	DISTANCE
1.	S 88° 00' 00" E	146.40'
2.	N 02° 00' 00" E	40.00'
3.	S 88° 00' 00" E	30.00'
4.	S 02° 00' 00" W	40.00'
5.	S 88° 00' 00" E	40.00'
6.	S 02° 00' 00" W	30.00'
7.	N 88° 00' 00" W	225.00'

LEGEND

- ● SET THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP MARKED BANNER, INC., 20632
- ○ FOUND THIS SURVEY, 5/8" REBAR WITH 1 1/2" DIAMETER ALUMINUM CAP MARKED BANNER, INC., 20632
- ⊕ FOUND MONUMENT, AS DESCRIBED

⊖ = 01° 26' 50"

TRUE NORTH / PROJECT GRID NORTH

FEET 100 0 100 FEET

GRAPHIC SCALE

SCALE: 1 INCH = 100 FEET

POINT OF BEGINNING 1/4 CORNER TO SECTION 4, T.42 N., R.9 W., AND SECTION 33, T.43 N., R.9 W., B.L.M. BRASS CAP

WITNESS CORNER E 1/16 CORNER SECTIONS 33 AND 4 3" ALUMINUM CAP ON 2 1/2" ALUMINUM PIPE MARKED BANNER, INC. 20632

BASIS OF BEARINGS S 88° 37' 35" E 681.18'

LOT 390 (G.E.) 1.160 ACRES± (INCLUDES OS-390)

OS-390 0.164 ACRES±

LOT 391 (G.E.) 0.944 ACRES±

LOT 392-(G.E.) 1.052 ACRES ± (INCLUDES OSP 15-C)

OSP-15C 0.105 ACRES±

30' EARTHWORK EASEMENT

WETLANDS

TRACT OSP 2-N 4.608 ACRES ±

TRACT OSP A-2 F9 0.592 ACRES ±

MOUNTAIN VILLAGE BOULEVARD

BOOK 491, PAGE 360

3.421 ACRES ±

FILING 38 23.372 ACRES ±

TRACT OSP 2-S 7.383 ACRES ±

LOT 393 (G.E.) 4.212 ACRES ± (INCLUDES IRREGULAR PARCEL)

IRREGULAR PARCEL 0.525 ACRES ±

RUSSELL DRIVE

A.J. DRIVE

T.D. DRIVE

VICTORIA DRIVE

SW 1/4 OF THE SE 1/4 SECTION 33

NE 1/4 OF THE NW 1/4 SECTION 4

NW 1/4 OF THE NE 1/4 SECTION 4

NE 1/4 OF THE NE 1/4 SECTION 4

C-N 1/16 SECTION 4 B.L.M. ALUMINUM CAP, 1989

NE 1/16 CORNER SECTION 4 B.L.M. ALUMINUM CAP, 1989

OSP-14A, OSP-15A, OSP-15B, OSP-13A, OSP-13B, OSP-11, OSP-12, OSP-16, OSP-17, OSP-37, OSP-38

662, 663A, 655R, 657R, 659R, 6638, 389, 426, 425, 427, 424, 175, 177, 179, 180, 181, 178, 522, 523, 524, 525, 526, 901, 902, OS 903, 904, 906, 907, 908, 909, 910, 917

COLORADO REGISTERED WALLACE E. BEEDLE 20632 P.E. AND P.L.S.

Oct. 18, 1996

DRAWN BY: F.J.B.	BANNER ASSOCIATES, INC. ● CONSULTING ENGINEERS & SURVEYORS 2777 CROSSROADS BOULEVARD ● GRAND JUNCTION, CO 81506 ● (970) 243-2242 605 E. MAIN ● SUITE 6 ● ASPEN, CO 81611 ● (970) 925-5857	PLAT OF FILING 38 AND AMENDMENT TO THE FINAL PLAT OF TRACT OS 390, TRACT OSP 15-C, ACCESS TRACT A-2 F9, TELLURIDE MOUNTAIN VILLAGE, SECTION 33, T.43 N., R.9 W., AND SECTION 4, T.42 N., R.9 W., N.M.P.M., TOWN OF MOUNTAIN VILLAGE, COUNTY OF SAN MIGUEL, COLORADO	SCALE: 1" = 100' / JOB NO: 82707402 / DATE: 10-18-96 / SHEET NO: 2 of 2
CHECKED BY: W.E.B.			

C:\A\P\82707402\PLAT Fri Oct 18 14:41:17 1996 Banner Associates, Inc.

Lot 901-R3 and Lot 904-R, Town of Mountain Village
a Replat of Lot 901-R2, Lot 902-R2, Lot 904 and Lot 908
Town of Mountain Village, San Miguel County, State of Colorado located within S4 T42N R9W N.M.P.M.

TOWN OF MOUNTAIN VILLAGE APPROVAL:

I, _____, as _____ of the Town of Mountain Village, Colorado, do hereby certify that this Map has been approved by the Town in accordance with the Community Development Code.

_____
Planning and Development Services Director Date

ACKNOWLEDGEMENT:

State of Colorado)
)ss
County of San Miguel)

The foregoing signature was acknowledged before me this _____ day of _____, 2025 A.D.
by _____
as mayor of the Town of Mountain Village, Colorado.

My commission expires _____
Witness my hand and seal.

_____
Notary Public

TOWN OF MOUNTAIN VILLAGE APPROVAL:

I, _____, as mayor of the Town of Mountain Village, Colorado, do hereby certify that this plat has been approved by the Town Council by Resolution 2025-____ that has authorized and directed us to execute this document.

_____
_____, Town of Mountain Village Date

ACKNOWLEDGEMENT:

State of Colorado)
)ss
County of San Miguel)

The foregoing signature was acknowledged before me this _____ day of _____, 2025A.D.
by _____
as mayor of the Town of Mountain Village, Colorado.

My commission expires _____
Witness my hand and seal.

_____
Notary Public

CERTIFICATE OF OWNERSHIP FOR LOT 904:

KNOW ALL MEN BY THESE PRESENTS that the Sykes Family Revocable Trust as the owner of the following described land:

Lot 904, Town of Mountain Village, according to the plat filed in the office of the Clerk and Recorder in Plat Book 1 at page 2281, and according to the Town of Mountain Village Official Lot List, recorded in Book 586 at page 548, County of San Miguel, State of Colorado.

does hereby amend the Replat if said real property in accordance with the Amendment to the Replat shown hereon.

By: Sykes Family Revocable Trust

By: _____
_____, Trustee Date

CERTIFICATE OF OWNERSHIP FOR LOT 901-R2 and LOT 902-R2:

KNOW ALL MEN BY THESE PRESENTS that Sorelle Assets Due, LTD., A Texas Limited Partnership as the owner of the following described land:

LOT 901-R2 AND LOT 902-R2, TELLURIDE MOUNTAIN VILLAGE, FILING 9, ACCORDING TO THE REPLAT OF LOTS 901-R1 AND 902-R1 RECORDED FEBRUARY 21, 2007 IN PLAT BOOK 1 AT PAGE 3809, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

does hereby amend the Replat of said real property in accordance with the Amendment to the Replat shown hereon.

BY: Sorelle Assets Due, LTD., A Texas Limited Partnership

By: _____
_____, Managing Partner Date

CERTIFICATE OF OWNERSHIP FOR LOT 904:

KNOW ALL MEN BY THESE PRESENTS that GENE T. SYKES AND TRACY M. SYKES, TRUSTEES OF THE SYKES FAMILY REVOCABLE TRUST DATED MAY 9, 2006 as the owner of the following described land:

LOT 904, TELLURIDE MOUNTAIN VILLAGE, FILING 9, ACCORDING TO THE PLAT RECORDED SEPTEMBER 6, 1988 IN PLAT BOOK 1 AT PAGE 827, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

does hereby amend the Replat of said real property in accordance with the Amendment to the Replat shown hereon.

BY: Gene T. Sykes and Tracy M. Sykes, trustees of the Sykes Family Revocable Trust dated May 9, 2006

By: _____
Manager Date

CERTIFICATE OF OWNERSHIP FOR LOT 908:

KNOW ALL MEN BY THESE PRESENTS that 908 Associates, LLC A Colorado Limited Liability Company as the owner of the following described land:

Lot 908, Telluride Mountain Village, Filing 9, According to the Substantial Amendment to Lot 908 and Tract OS-903 recorded December 9, 1993 in Plat Book 1 at Page 1602, County of San Miguel, State of Colorado.

does hereby amend the Replat of said real property in accordance with the Amendment to the Replat shown hereon.

By: 908 Associates, LLC A Colorado Limited Liability Company

By: _____
_____, Managing Partner Date

ACKNOWLEDGEMENT LOT 901-R2 and LOT 902-R2 OWNER :

State of Colorado)
)ss
County of San Miguel)

The foregoing signature was acknowledged before me this _____ day of _____, 2025 A.D.
by _____
as Managing Partner of Sorelle Assets Due, LTD., A Texas Limited Partnership

My commission expires _____
Witness my hand and seal.

_____
Notary Public

ACKNOWLEDGEMENT LOT 904 OWNER:

State of Colorado)
)ss
County of San Miguel)

The foregoing signature was acknowledged before me this _____ day of _____, 2025 A.D.
by _____
as Manager of the Gene T. Sykes and Tracy M. Sykes, trustees of the Sykes Family Revocable Trust dated May 9, 2006

My commission expires _____
Witness my hand and seal.

_____
Notary Public

ACKNOWLEDGEMENT L OT 908 OWNER :

State of Colorado)
)ss
County of San Miguel)

The foregoing signature was acknowledged before me this _____ day of _____, 2025 A.D.
by _____
as manager of 908 Associates, LLC A Colorado Limited Liability Company

My commission expires _____
Witness my hand and seal.

_____
Notary Public

SURVEYOR'S CERTIFICATE:

I, David R. Bulson of Bulson Surveying, being a Colorado Licensed Surveyor, do hereby certify that this Replat has been prepared under my direct supervision and accurately represents a survey conducted under my supervision. The Replat and the survey comply with applicable provisions of Title 38, Article 51, C.R.S. to the best of my knowledge and belief.

_____
P.L.S No. 37662 Date

NOTES:

1. *Approval of this plat may create a vested property right pursuant to Article 68 of Title 24, C.R.S., as amended.*
2. *Easement research and property description from*
   a) *Land Title Guarantee Company, Order Number TLR86016187 dated February 13, 2025 at 5:00 P.M. (LOT 904)*
   b) *Land Title Guarantee Company, Order Number TLR86016186 dated February 13, 2025 at 5:00 P.M. (LOT 901-R2 and LOT 902-R2)*
   c) *Land Title Guarantee Company, Order Number TLR86015612 dated June 17, 2024 at 5:00 P.M. (LOT 908)*
3. *NOTES OF CLARIFICATION:*

a. *The following lots have been created by this plat:*

Lot 901-R3 and Lot 904-R

b. *The following lots have been deleted by this plat:*

Lot 901-R2, Lot 902-R2, Lot 904 and Lot 908

4. *The Basis of Bearings for this survey is based on the the eastern boundary of Lot 904. Said boundary being monumented according the depiction hereon. The bearing along this boundary was measured as N 01°32'01" W according to the plat of Telluride Mountain Village, Filing 9, according to the plat recorded September 6, 1988 in Plat Book 1 at page 827, County of San Miguel, State of Colorado.*

5. *Lineal units represented hereon are shown in U.S. Survey Feet or a decimal portion thereof.*

6. *The word certify as used hereon means an expression of professional opinion regarding the facts of this survey and does not constitute a warranty or guarantee, expressed or implied.*

7. *The property depicted and subject to this plat has areas of delineated and non-delineated wetlands.*

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

EASEMENT VACATION:

The undersigned being the beneficiaries of record of those portions of land vacated as 16 foot general easement (G.E.) as established along the former lot line as designated on this plat as "16' GENERAL EASEMENT TO BE VACATED" do hereby vacate and relinquish that portion of said easement as shown vacated on this replat.

_____
Mayor, Date

_____
Town Manager Date

COUNTY TREASURER CERTIFICATE:

I certify that according to the records in the San Miguel County Treasurer's office, there are no liens against the property included in the subdivision or any part thereof, for unpaid state, county or municipal ad valorem taxes of special assessments certified to the County Treasurer for collection

_____
County Treasurer Date

TITLE INSURANCE COMPANY CERTIFICATE:

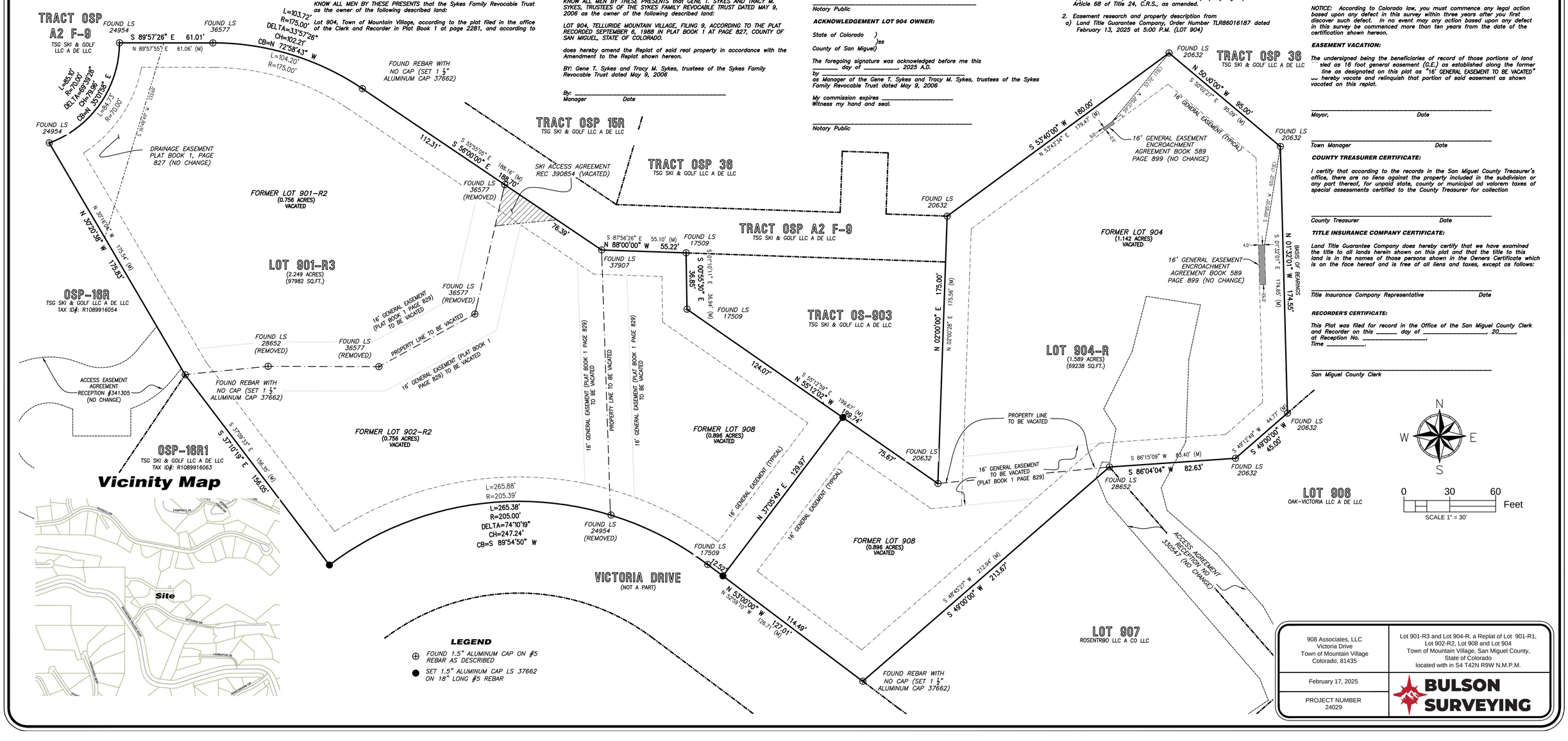
Land Title Guarantee Company does hereby certify that we have examined the title to all lands herein shown on this plat and that the title to this land is in the names of those persons shown in the Owners Certificate which is on the face hereof and is free of all liens and taxes, except as follows:

_____
Title Insurance Company Representative Date

RECORDER'S CERTIFICATE:

This Plat was filed for record in the Office of the San Miguel County Clerk and Recorder on this _____ day of _____, 20____, at Reception No. _____, Time _____.

_____
San Miguel County Clerk



908 Associates, LLC Victoria Drive Town of Mountain Village Colorado, 81435	Lot 901-R3 and Lot 904-R, a Replat of Lot 901-R1, Lot 902-R2, Lot 908 and Lot 904 Town of Mountain Village, San Miguel County, State of Colorado located with in S4 T42N R9W N.M.P.M.
February 17, 2025	BULSON SURVEYING
PROJECT NUMBER 24029	

C:\Users\daneb\Bulson Surveying Dropbox\Bulson Surveying Jobs (Active)\24029 Victoria Drive Lot 908\Replat 02172025.dwg, 3/6/2025 1:10:13 PM, AutoCAD PDF (Smallest File).pc3

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO CONDITIONALLY APPROVING DENSITY TRANSFER FOR LOTS 901-R2, 902-R2, 908 AND 904 (TO BE REPLATTED AS LOT 901-R3 AND 904-R)

WHEREAS, Sorelle Assets Due LTD, 908 Associates LLC, and Sykes Family Revocable Trust (collectively, the "Owners"), are the owners of certain real property described as Lot 901-R2, 902-R2, 908, and Lot 904, respectively, commonly known as 115 Victoria Drive and 123 Victoria Drive, Mountain Village, Colorado (together, the "Property"); and

WHEREAS, Sorelle Assets Due LTD, 908 Associates LLC, and Sykes Family Revocable Trust (together, the "Applicant") have submitted a Minor Subdivision and Density Transfer and Rezone application to the Town of Mountain Village (the "Town") to replat the Properties into parcels known as Lot 901-R3 and 904-R3 ("Subdivision Application"); and

WHEREAS, in connection with its Subdivision Application, the Applicant has applied to transfer two units of single-family density resulting from the creation of Lot 901-R3 and 904-R into the Mountain Village Density Bank ("Density Application"), which application consists of the materials submitted and itemized on Exhibit A, attached hereto, plus all statements, representations, and additional documents of the Applicant and its representatives made or submitted at the public hearings before the Design Review Board ("DRB") and the Town of Mountain Village Town Council ("Town Council"); and

WHEREAS, the Subdivision Application and the Density Application are being processed and considered concurrently by the DRB and Town Council; and

WHEREAS, the DRB held a public hearing on July 10, 2025, to consider the Density Application and testimony and comments from the Applicant, Town Staff, and members of the public, and voted unanimously to issue a recommendation of approval to Town Council of the Density Application, subject to conditions; and

WHEREAS, the Town Council held a public hearing on July 17, 2025 to consider the Density Application, the DRB's recommendations, and testimony and comments from the Applicant, Town Staff, and members of the public, and voted ____ to approve the Density Application, subject to conditions and a second reading of this Ordinance to be held at a public hearing on August 21, 2025; and

WHEREAS, the Town Council held a public hearing on August 21, 2025 to consider the second reading of this Ordinance and testimony and comments from the Applicant, Town Staff, and members of the public, and voted ____ to approve the Density Application; and

WHEREAS, the public hearings and meetings to consider the Density Application were duly noticed and held in accordance with the Town's Community Development Code ("CDC"); and

WHEREAS, the Town Council has considered the criteria set forth in Section 17.4.9 of the CDC and finds that each of the following has been satisfied or will be satisfied upon compliance with the conditions of this Ordinance set forth below:

1. The proposed rezoning is in general conformity with the policies, principles and standards set forth in the Comprehensive Plan;

2. The proposed rezoning is consistent with the Zoning and Land Use Regulations;

3. The proposed rezoning meets the Comprehensive Plan project standards;

4. The proposed rezoning is consistent with public health, safety, and welfare, as well as efficiency and economy in the use of land and its resources;

5. The proposed rezoning is justified because there is an error in the current zoning, there have been changes in conditions in the vicinity or there are specific policies in the Comprehensive Plan that contemplate the rezoning;

6. Adequate public facilities and services are available to serve the intended land uses;

7. The proposed rezoning shall not create vehicular or pedestrian circulation hazards or cause parking, trash, or service delivery congestion; and

8. The proposed rezoning meets all applicable Town regulations and standards.

WHEREAS, the Town Council has considered the criteria set forth in Section 17.4.10 of the CDC and finds that each of the following has been satisfied or will be satisfied upon compliance with the conditions of this Ordinance set forth below:

1. The criteria for decision for a rezoning are met, since such density transfer must be processed concurrently with a rezoning development application (except for MPUD development applications);

2. The density transfer meets the density transfer and density bank policies; and

3. The proposed density transfer meets all applicable Town regulations and standards.

WHEREAS, the Town Council now desires to approve the Density Application, subject to the terms and conditions set forth below.

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

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

Section 2. Approvals. The Town Council hereby approves the Density Application, subject to the conditions set forth below. All exhibits to this Ordinance are available for inspection at the Town Clerk's Office. The Town Council specifically approves the following density transfer:

Table 1. Lots 901-R2, 902-R2, 908 and 904 Zoning Designations and Density – Existing

Lot No.	Zone District	Zoning Designation	Actual Units	Total Person Equivalents	Total Person Equivalent Density
Lot 901-R2	Single-family	Residential	1	4	4
Lot 904	Single-family	Residential	1	4	4
Lot 902-R2	Single-family	Residential	1	4	4
Lot 908	Single-family	Residential	1	4	4

Table 2. Lots 901-R2, 902-R2, 908 and 904 Zoning Designations and Density – Proposed

Lot No.	Existing Zoning Designations Built	Zoning Designation	Actual Units	Person Equivalent per Actual Unit	Person Equivalents	Actual Units Transferred to Density Bank	Person Equivalent Transferred to Density Bank
Proposed Lot 901-R3	Single-family	Residential	1	4	4	0	0
Proposed Lot 904-R	Single-family	Residential	1	4	4	0	0
Former Lot 902-R2	Single-family	Residential	0	0	0	1	4
Former Lot 908	Single-family	Residential	0	0	0	1	4

Section 3. Conditions. The approval of the Density Application is subject to the following terms and conditions:

3.1. The Town Council must separately approve the Subdivision Application.

3.2. All conditions of approval of the Subdivision Application as set forth in Resolution 2024-__ ("Subdivision Approval") are incorporated as conditions of this approval.

3.3. The density transfer authorized hereby shall not be effective until the Effective Date of this Ordinance.

3.4. The owner of record of density in the Density Bank shall be responsible for all dues, fees, and any taxes associated with the assigned density and zoning until such time as the density is either transferred to a lot or another person or entity.

3.5. All representations of the Applicant, whether within Rezoning or Subdivision Applications submittal materials or at the DRB or Town Council public hearings, are conditions of this approval.

3.6. Town staff shall update the density bank and lot list accordingly.

Section 4. Severability. If any portion of this Ordinance is found to be void or ineffective, it shall be deemed severed from this Ordinance and the remaining provisions shall remain valid and in full force and effect.

Section 5. Effective Date. This Ordinance shall become effective on _____, 2025 ("Effective Date") and shall be recorded in the official records of the Town kept for that purpose and shall be authenticated by the signatures of the Mayor and the Town Clerk.

Section 6. Public Hearing. A public hearing on this Ordinance was held on the 21st day of August, 2025 in the Town Council Chambers, Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado 81435.

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

INTRODUCED, READ, AND REFERRED to public hearing before the Town Council of the Town of Mountain Village, Colorado on the 21st day of August, 2025.

TOWN OF MOUNTAIN VILLAGE:

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

By: _____
Martinique Prohaska, Mayor

ATTEST:

_____
Susan Johnston, Town Clerk

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

TOWN OF MOUNTAIN VILLAGE:

TOWN OF MOUNTAIN VILLAGE,

COLORADO

A HOME-RULE MUNICIPALITY

By: _____
Martinique Prohaska, Mayor

ATTEST:

_____
Susan Johnston, Town Clerk

Approved as to Form:

_____
David McConaughy, Town Attorney

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

1. The attached copy of Ordinance No. 2025-__ ("Ordinance") is a true, correct, and complete copy thereof.

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

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

3. After the Council's approval of the first reading of the Ordinance, notice of the public hearing, containing the date, time and location of the public hearing and a description of the subject matter of the proposed Ordinance was posted and published in the Telluride Daily Planet, a newspaper of general circulation in the Town, on _____, 2025 in accordance with Section 5.2(d) of the Town of Mountain Village Home Rule Charter.

4. A public hearing on the Ordinance was held by the Town Council at a regular meeting of the Town Council held at Town Hall, 455 Mountain Village Blvd., Mountain Village, Colorado, on _____, 2025. At the public hearing, the Ordinance was considered, read by title, and approved without amendment by the Town Council, by the affirmative vote of a quorum of the Town Council as follows:

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

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

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

_____
Susan Johnston, Town Clerk
(SEAL)

Exhibit A

[LIST OF REZONING APPLICATION MATERIALS]

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO CONDITIONALLY APPROVING A MINOR SUBDIVISION FOR LOTS 901-R2, 902-R2, 908 AND 904 (TO BE REPLATTED AS LOT 901-R3 AND 904-R)

RESOLUTION NO. 2025-__

WHEREAS, Sorelle Assets Due LTD, 908 Associates LLC, and Sykes Family Revocable Trust (collectively, the "Owners"), are the owners of certain real property described as Lot 901-R2, 902-R2, 908, and Lot 904, respectively, commonly known as 115 Victoria Drive and 123 Victoria Drive, Mountain Village, Colorado (together, the "Property"); and

WHEREAS, Owners, through Stephanie Fanos ("Applicant") have submitted a Minor Subdivision application to the Town of Mountain Village (the "Town") to replat the Property into two parcels known as Lot 901-R3 and 904-R ("Subdivision Application"); and

WHEREAS, the Applicant has applied to transfer certain density in connection with its Subdivision Application ("Density Application"), which is being concurrently processed and considered by the Town of Mountain Village Design Review Board ("DRB") and the Town of Mountain Village Town Council ("Town Council"); and

WHEREAS, the Subdivision Application consists of the materials submitted to the Town and itemized on Exhibit A, plus all statements, representations, and additional documents of the Applicant and its representatives made or submitted at the public hearings before the DRB and Town Council; and

WHEREAS, the DRB held a public hearing on July 10, 2025, to consider the Density Application and testimony and comments from the Applicant, Town Staff, and members of the public, and voted ____ to issue a recommendation of approval to Town Council of the Density Application, subject to conditions; and

WHEREAS, the Town Council held a public hearing on July 17, 2025 to consider the Subdivision Application, the DRB's recommendations, and testimony and comments from the Applicant, Town Staff, and members of the public, and voted ____ to approve this Resolution ("Subdivision Approval"); and

WHEREAS, the public hearings and meetings to consider the Subdivision Application were duly noticed and held in accordance with the Town's Community Development Code ("CDC"); and

WHEREAS, the Town Council has considered the criteria set forth in Section 17.4.13.E.2 of the CDC and finds that each of the following have been satisfied or will be satisfied upon compliance with the conditions of this Resolution set forth below:

1. The lots resulting from the adjustment or vacation are in compliance with Town Zoning and Land Use Regulations and Subdivision Regulations;

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

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

4. Easements are not affected, or have been relocated to the satisfaction of the utility companies and/or the benefited party under the easement or, in the case of vacated easements, the easement is no longer necessary

due to changed conditions, and the easement vacation has been consented to by the benefited party under the easement; and

5. The proposed subdivision meets all applicable Town regulations and standards.

WHEREAS, the Town Council now desires to approve the Subdivision Application and the related Property Replat, subject to the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Mountain Village, Colorado, that:

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

Section 2. Approvals. The Town Council hereby approves the Subdivision Application and the related Property Replat, attached hereto as Exhibit B and incorporated by reference herein, subject to the conditions set forth below. All exhibits to this Resolution are available for inspection at the Town Clerk's Office.

Section 3. Conditions. The Subdivision Approval is subject to the following terms and conditions:

3.1. The Town Council must separately approve the related Density Application for the Property ("Density Approval"). If the Density Approval is not approved within ninety (90) days after adoption of this Resolution, this Resolution shall become null and void.

3.2. All conditions of the Density Approval are conditions of this Subdivision Approval.

3.3. Town Staff will review and must approve the final proposed Property Replat to verify consistency with CDC Section 17.4.13.N Plat Standards, including subsection 3 Plat Notes and Certifications, and provide redline comments to the Applicant prior to execution of the final mylar.

3.4. Prior to recordation, the applicant shall include a signature block on the plat document for Telluride Ski Resort to sign off on the vacation of the General Easement that exists between Lots 902-R2 and 908.

3.5. Town Staff has the authority to provide ministerial and conforming comments on the mylar prior to recordation of the Property Replat.

3.6. All recording fees related to the recording of the Property Replat in the records of the San Miguel County Clerk and Recorder shall be paid by the Applicant.

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

3.8. The subdivision approval is valid for 18 months.

Section 4. Effective Date. This Resolution shall be in full force and effect upon its passage and adoption.

Section 5. Recordation. This Resolution approving the Subdivision Approval shall be recorded concurrently with the recordation of the Property Replat.

ADOPTED AND APPROVED by the Town of Mountain Village Town Council at a regular public meeting held on _____, 2025.

TOWN OF MOUNTAIN VILLAGE, COLORADO

By: _____
Martinique Prohaska, Mayor

ATTEST:

_____
Susan Johnston, Town Clerk

APPROVED AS TO FORM:

_____
David McConaughy, Town Attorney

Exhibit A

[LIST OF SUBDIVISION APPLICATION MATERIALS]

Exhibit B

[PROPERTY REPLAT]

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

TO: Mountain Village Town Council

FROM: Claire Perez, Planner II

FOR: Town Council Public Meeting; July 17, 2025

DATE: July 7, 2025

RE: Consideration of a Resolution Approving a Variance for the Siting of a Pickleball Court in the Front Yard at Lot 705R, 132 Adams Ranch Rd. pursuant to CDC Section 17.3.4

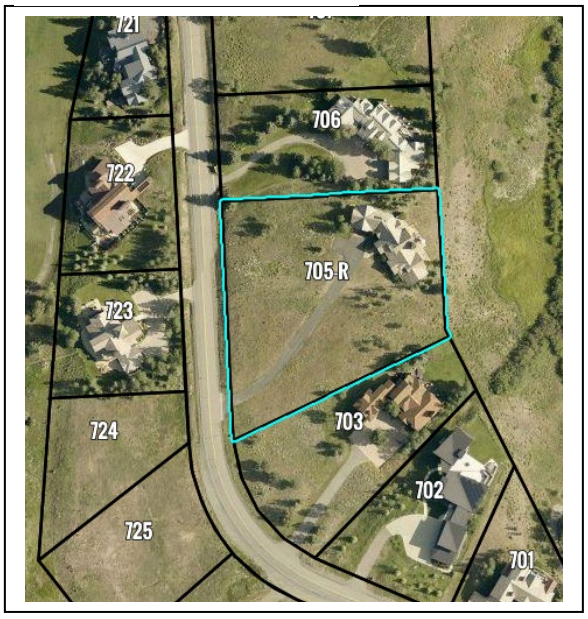
APPLICATION OVERVIEW: Variance Application for the Siting of a Pickleball Court on Lot 705R

PROJECT GEOGRAPHY

Legal Description: LOT 705R A REPLAT OF LOTS 704 AND 705 FILING 20 TELLURIDE MOUNTAIN VILLAGE LOCATED WITHIN NW4NW4 SEC 4 T42N R9W NMPM SAN MIGUEL COUNTY LYING WITHIN TOWN OF MOUNTAIN VILLAGE CO CONT 1.692 AC
Address: 132 Adams Ranch Road
Applicant/Agent: William Galvin
Owner: 132 Adams Ranch Road LLC
Zoning: Single-family
Existing Use: Single-family home
Proposed Use: Pickleball Court
Lot Size: 1.69 acres
Adjacent Land Uses:

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

Figure 1: Vicinity Map



ATTACHMENTS

Exbibit A: Architectural Plan Set
Exhibit B: Staff/Public Comments

BACKGROUND:

William Galvin, Owner/Applicant, is requesting a Variance to locate a new pickleball court in the front yard of the 132 Adams Ranch Road. The site slopes towards the east, and the property has a limited backyard area due to the home's placement in the back corner of the site. The associated landscaping and lighting included in the plan set were approved by staff on May 30, 2025. If granted the variance for the sitting of the pickleball court, the applicant will need to complete an additional class 2 design review for the approval of the installation of the court since the court exceeds 500 square feet.

The use schedule permits "private outdoor tennis courts and tennis facilities" as an accessory use on Single-family lots. The use table does not list pickleball courts but does allow for the Community Development Director to make a determination for uses not listed in the table that are similar to a land use classification that is listed in the Use Table. Current Director, Amy Ward has made a determination that pickleball courts would fall under the same classification as tennis courts. In accordance with the CDC, accessory buildings or structures are required to be located in the rear yard to the extent practical. However, due to the limited size of the backyard, there is insufficient space to accommodate the proposed pickleball court. As a result, the proposal necessitates a variance due to the placement of the pickleball court in the front yard.

Chapter 17.4: DEVELOPMENT REVIEW PROCEDURES
17.5.16: Variance Procedure:
According to the CDC, the following criteria shall be met for the review authority to approve a variance:

a. The strict development application of the CDC regulations would result in exceptional and undue hardship upon the property owner in the development of property lot because of special circumstances applicable to the lot such as size, shape, topography or other extraordinary or exceptional physical conditions.

Staff: The home is sited in the rear corner of the lot leaving insufficient space in the backyard to accommodate the proposed pickleball court without encroaching into the General Easement and extending onto the neighboring lot. The DRB should discuss if demonstrates exceptional or undue hardship.

b. The variance can be granted without substantial detriment to the public health, safety and welfare;

Staff: The pickleball court poses no threat to public health, safety and welfare. The court will be extensively screened by landscaping, and it is situated at a higher elevation (9,245 feet) than Adams Ranch Road (9,235 feet), meaning it will likely not be visible from the road. Additionally, the landscape screening will help mitigate noise from the pickleball court. However, until the court is built, it will be difficult to verify that the landscaping will effectively mitigate noise. The applicant has confirmed that no lighting will be installed, and the court will only be used during daylight hours.

c. The variance can be granted without substantial impairment of the intent of the CDC;

Staff: Staff does not believe the granting of this variance represents a "substantial impairment of the intent of the CDC" as the proposed structure adheres to a majority of the design regulations if the CDC. The court will be designed to comply with all other zoning standards, such as setbacks and screening. The court will also be designed to blend into the landscape.

d. Granting the variance does not constitute a grant of special privilege in excess of that enjoyed by other property owners in the same zoning district, such as without limitation, allowing for a larger home size or building height than those found in the same zone district;

Staff: Granting the variance does not constitute a special privilege beyond what is enjoyed by other property owners in the same zoning district. While other properties have pickleball and tennis courts located in their backyards, the home is situated in the back corner of the lot. The placement of the home creates limitations in utilizing the backyard for recreational purposes. The request does not allow for a larger home size or building height than those found in the same district.

e. Reasonable use of the property is not otherwise available without granting of a variance, and the variance being granted is the minimum necessary to allow for reasonable use;

Staff: Reasonable use of the property has been accomplished by the construction of the home, the board should discuss whether it is reasonable to be able to build a pickleball court on an other wise constrained site. proposed use is consistent with the CDC. The lot does not have sufficient space for the pickleball court in the backyard. Without the variance, the homeowner would need to go through a class 3 design review and resite the home to meet all the CDC requirements.

f. The lot for which the variance is being granted was not created in violation of Town regulations or Colorado State Statutes in effect at the time the lot was created;
g. The variance is not solely based on economic hardship alone; and
h. The proposed variance meets all applicable Town regulations and standards unless a variance is sought for such regulations or standards.

Staff: Staff believes the criteria for f-h are all being met.

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

DRB Recommendation: The DRB recommended 7-0 to the Town Council regarding the variance application for Lot 705R with conditions found in the proposed motion at their regular meeting on July 10, 2025.

STAFF RECOMMENDATION
Staff recommends that the Council discuss whether this application meets the criteria for the approval of a variance, paying close attention to criteria a, b and e. If the Council believes the criteria is substantially met then they should vote to approve the application, if the Council feels that the criteria is not substantially met they should vote for a recommendation of denial. For this variance request, Staff has provided a motion for both recommendation of approval and recommendation of denial depending on the findings of the Town Council.

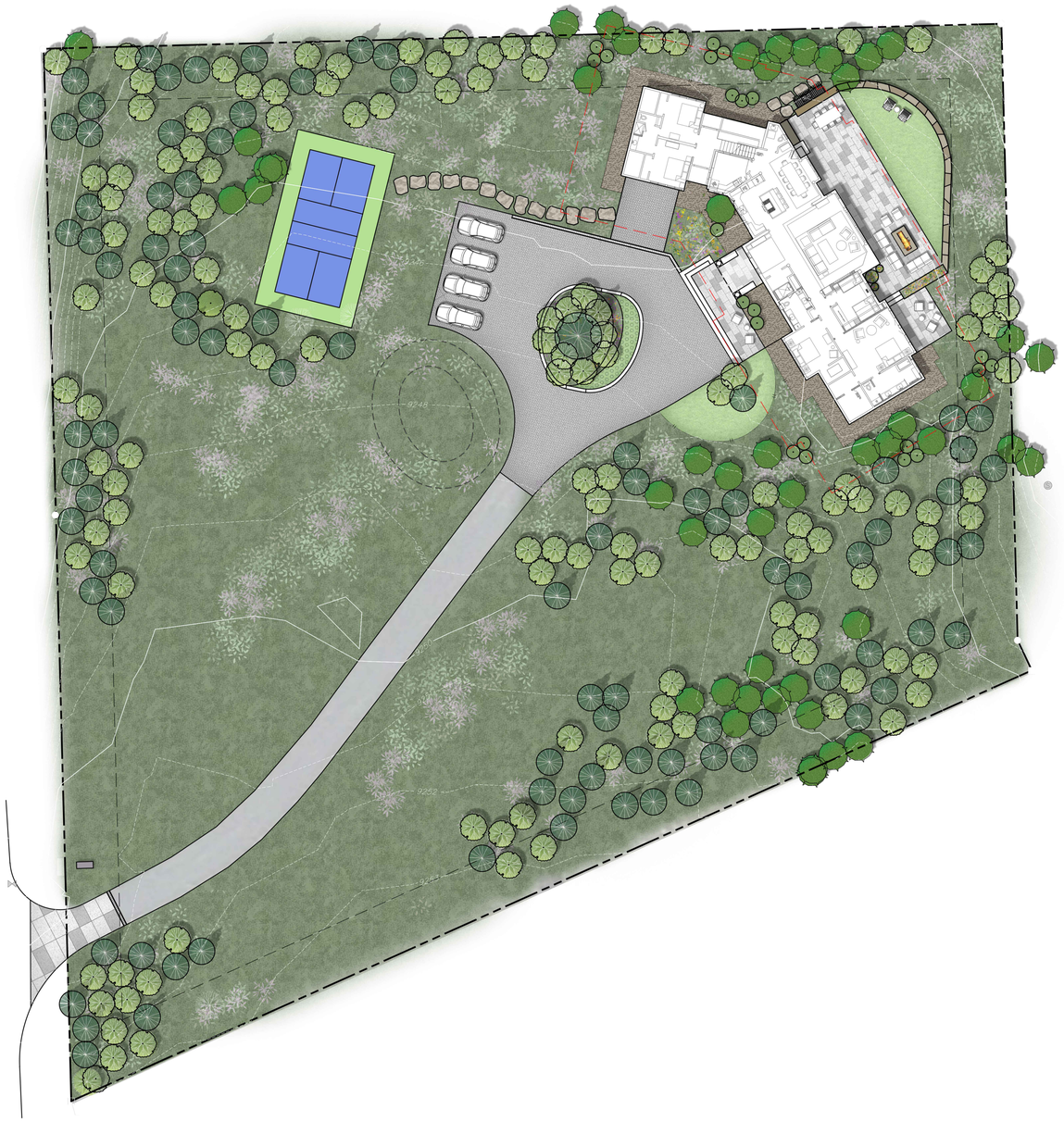
If Town Council chooses to **approve** the **variance,** then staff suggests the following motion:

I move to approve a Resolution Approving a Variance request for the siting of a pickleball court in the front yard at Lot 705R, 132 Adams Ranch Road, based on the evidence provided in the staff memo of record dated July 7, 2025, and the findings of this meeting.

If Town Council choses to **deny** the **variance,** then staff suggests the following motion:

I move to deny a Resolution Approving a Variance request for the siting of a pickleball court in the front yard at Lot 705R, 132 Adams Ranch Road, based on the evidence provided in the staff memo of record dated July 7, 2025, and the findings of this meeting.

/cp











GALVIN RESIDENCE

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LICENSED LANDSCAPE ARCHITECT
04/09/2025

ISSUE FOR PERMIT *APRIL 09, 2024*

SHEET INDEX *DRAWING ISSUE*

SHEET NUMBER - TITLE	ISSUE FOR PERMIT APRIL 09, 2025					
L0.00 - NOTE & LEGENDS	●					
L0.01 - DEMO PLAN	●					
L1.00 - LAYOUT & MATERIAL PLAN	●					
L1.20 - LAYOUT & MATERIALS ENLARGEMENT	●					
L1.60 - PAVING DETAILS	●					
L1.61 - WALL DETAILS	●					
L1.62 - SITE AMENITIES DETAILS	●					
L1.63 - SITE SECTIONS	●					
L3.00 - GRADING PLAN	●					
L3.40 - DRAINAGE DETAILS	●					
L5.00 - PLANTING PLAN	●					
L5.40 - PLANTING DETAILS	●					
L6.00 - LIGHTING PLAN	●					
	●					

MATERIALS SCHEDULE

KEY	DESCRIPTION	COLOR	FINISH	SIZE	REMARKS
CONCRETE PAVING					
C-1	PEDESTRIAN CONCRETE PAVING	INTEGRAL COLOR - SIKA U-49	TOP CAST SURFACE RETARDER BY DAYTON SUPERIOR, VERY LIGHT ACID ETCH FINISH	SAWCUT JOINTS - REFER TO PLANS FOR LAYOUT; REFER TO DETAILS	SAWCUT JOINTS - REFER TO PLANS FOR LAYOUT; REFER TO DETAILS
UNIT PAVERS					
P-1	PORCELAIN TILE PAVING	BRAZILIAN SLATE SILK GREY	GRIP	48"L x 24"W x 20mm	SUPPLIER: THORNTREE SLATE CONTACT: CATHERINE ATKINS - 817-247-6712
P-2	VEHICULAR CONCRETE PAVERS	TBD	STANDARD STEPS TREADS TO RECEIVE SLOW C BULLNOSE EDGE	16"L x 8"W x 2 3/4" THK	PRODUCT: ELEMENT SUPPLIER: COLORADO PAVER SUPPLY
ASPHALT PAVING					
A-1	ASPHALT PAVING	BLACK	STANDARD	3" THK. STANDARD	SUPPLIER: LOCAL
STONE COBBLE, BLOCKS AND PAVERS					
S-1	COLORADO COLORED COBBLE	MESA GREY	SMOOTH	2" - 4"	5" MIN. DEPTH; REFER TO LAYOUT PLAN FOR LOCATIONS
S-2	SLAB STONE RETAINING WALL	COLORADO SANDSTONE ALT. ARKANSAS STONE	CUT SIDES, ROUGH FINISH TOP, BOTTOM, REAR AND FACE	3'-4'L x 3'W x 6" THK.	REFER TO LAYOUT PLANS FOR LOCATIONS, DETAILS FOR DESIGN
S-3	SLAB STONE STEPPING PAD	OKLAHOMA SLAB STONE	BRUSHED TOP AND BOTTOM, ROUGH FINISH ALL SIDES, NATURAL SHAPE	+- 5'L, +-3'W, 4" THK.	REFER TO LAYOUT PLANS FOR LOCATIONS, DETAILS FOR DESIGN
S-4	STONE VENEER WALL	STONE TO MATCH HOUSE	NATURAL CLEFT FACE, SAWN BACK, SIDES, TOP & BOTTOM	VARYING L x 4"W x 1" THK.	REFER TO LAYOUT PLANS FOR LOCATIONS, DETAILS FOR DESIGN
SITE FURNISHINGS					
SF-1	FIRE PIT	STEEL CHARCOAL	POWDER COATED	REFER TO LAYOUT PLANS AND DETAILS	PRODUCT: OLYMPIC STEEL FIRE PIT TABLE SUPPLIER: MONTANA FIRE PITS
SF-2	DINING TABLE & CHAIRS	WEATHERED TEAK	WEATHERED TEAK	TABLE: 92"L x 42"W x 30h CHAIRS: PER MANUFACTURER	PRODUCT: MAYA TEAK 92" TABLE RECTANGULAR DINING TABLE PRODUCT: MAYA TEAK DINING ARMCHAIR SUPPLIER: RESTORATION HARDWARE
SF-3	LOUNGE CHAIRS	WEATHERED TEAK	WEATHERED TEAK	PER MANUFACTURER	PRODUCT: MAYA TEAK MODULAR ARMLESS LOUNGE CHAIR SUPPLIER: RESTORATION HARDWARE
SF-4	DECK CHAIRS	WEATHERED TEAK	WEATHERED TEAK	PER MANUFACTURER	PRODUCT: MESA TEAK MODULAR ARMLESS LOUNGE CHAIR SUPPLIER: RESTORATION HARDWARE
SF-5	SIDE TABLE	WEATHERED TEAK	WEATHERED TEAK	20" DIAM., 16"H	PRODUCT: MESA TEAK MODULAR ARMLESS LOUNGE CHAIR SUPPLIER: RESTORATION HARDWARE
SF-6	COFFEE TABLE	WEATHERED TEAK	WEATHERED TEAK	48"W x 28½"D x 12"H	PRODUCT: MESA TEAK MODULAR ARMLESS LOUNGE CHAIR SUPPLIER: RESTORATION HARDWARE
SF-7	OTTOMAN	WEATHERED TEAK	WEATHERED TEAK	29½" x 29½"	PRODUCT: MAYA TEAK OTTOMAN SUPPLIER: RESTORATION HARDWARE
SF-8	ADIRONDACK CHAIRS	TEAK	BLONDE FINISH	PER MANUFACTURER	PRODUCT: ASPEN TEAK ADIRONDACK CHAIR SUPPLIER: COUNTRY CASUAL TEAK
SF-9	UMBRELLA	WEATHERED TEAK UMBRELLA: CANARY	PER MANUFACTURER	14' x 14'	PRODUCT: OCEAN MASTER MAX CLASSIC CANTILEVER SUPPLIER: TUUCI MOUNT: IN GROUND MOUNT
SF-10	STEEL PLANTER	MATTE BLACK	POWDERED COATED	PLANTER 1: 15'L x 3'W x 3'HT PLANTER 2: CUSTOM SIZE, REF. PLANS	PRODUCT: METAL WIDE RECTANGLE, MODULAR SUPPLIER: GREEN THEORY
DRAINS					
D-1	ACO TRENCH DRAIN	STAINLESS STEEL GRATE, HEEL PROOF	SATIN FINISH	8" WIDTH	ACO KS200 KLASSIKDRAIN 'QUUICKLOK' LOAD CLASS B
D-2	NDS DRAIN IN AGGREGATE	CAST IRON	SATIN FINISH	9" DIAMETER	NDS 9" CATCH BASIN w/ CAST IRON GRATE
D-3	NDS DRAIN IN PLANTER	CAST IRON	SATIN FINISH	6" DIAMETER	NDS 6" CAST IRON ATRIUM DRAIN

GENERAL NOTES:

1. *WARNING! EXISTING UNDERGROUND UTILITIES MAY BE ENCOUNTERED THROUGHOUT THE ENTIRE PROJECT AREA. LOCATE UTILITIES PRIOR TO CONSTRUCTION.*
2. *PROTECT EXISTING VEGETATION, EQUIPMENT, STRUCTURES, UTILITIES, AND OTHER IMPROVEMENTS AT PROJECT SITE AND ON ADJACENT PROPERTIES, EXCEPT THOSE INDICATED TO BE REMOVED OR ALTERED. ALL AREAS DISTURBED BY DEMOLITION AND CONSTRUCTION ACTIVITIES AND ACCESS TO BE REPAIRED AND RESTORED TO THEIR PRE-CONSTRUCTION CONDITION, INCLUDING PAVEMENTS, LANDSCAPE AREAS, IRRIGATION, AND UTILITIES.*
3. *INSTALL TREE PROTECTION FENCING PRIOR TO DEMOLITION AND CONSTRUCTION. COMPLY WITH REQUIREMENTS IN SECTION 015639 TREE PROTECTION AND MAINTENANCE.*
4. Provide Landscape Architect with project schedule.
5. Notify the Landscape Architect of any discrepancies that arise during the construction period. Failure to make such discrepancies known to the Landscape Architect will result in the contractor's liability to redo work as necessary to achieve the design intent.
6. All dimension lines shall be considered 90 degrees unless otherwise noted.
7. All concrete formwork shall be straight and free from bulges and/ or changes in angle that are not shown on the drawings.
8. Layout of sidewalks shall be approved by Landscape Architect prior to concrete pour.
9. Provide positive drainage throughout project area. No ponding or standing water is acceptable.
10. Provide sleeving to all planting areas re: irrigation plans.
11. All landscape areas shall be 100% irrigated, equipped with an automatic underground irrigation system equipped with a rain and freeze guard set at 38° F.
12. All irrigation to follow the rules set forth in the Town of Mountain Village ordinance.
13. See details and specifications for staking methods, plant pit dimensions and backfill requirements.
14. Stake all tree and shrub locations for approval by Landscape Architect prior to beginning work.
15. Final locations of plant materials is subject for review and approval by Landscape Architect.
16. Stake site lighting fixture locations for approval by Landscape Architect. Coordinate fixture and conduit locations among all disciplines including, but not limited to, existing and proposed mechanical, electrical, and plumbing utilities, drainage, planting, and irrigation.

GRADING AND DRAINAGE NOTES:

1. Field verify existing underground utilities. The contractor shall be responsible for verifying the actual location and elevation in the field prior to beginning construction of the new facilities. The contractor shall protect all existing utilities and shall be responsible for any damage to existing utilities encountered during construction.
2. The debris created by removal operations shall become the property of the contractor and shall be legally disposed of away from the job site, using jurisdictional standards & best practices.
3. The contractor shall notify underground service alert with sufficient notice for the location of utilities prior to excavation.
4. Rough and fine grading shall be as shown on the civil engineers drawings in addition to the landscape architect drawings, however contractor to verify as a statement of record there are no discrepancies, contractor has reviewed and any further coordination shall be submitted by contractor in the form of an RFI.
5. The contractor shall request a review for inspection of final in place grading a minimum of 48 hours in advance of performing any work unless otherwise noted on this sheet.. Final grading shall be approved by the landscape architect in the field prior to installation of planting.
6. Refer to planting notes for grading requirements for areas adjacent to pavements.
7. Refer to civil and plumbing engineer's drawings for connections to drains and continuation to discharge piping.

LAYOUT AND MATERIALS NOTES:

1. The contractor shall layout and verify all dimensions prior to construction. Any discrepancies shall be brought to the attention of the landscape architect for direction and resolution of discrepancies prior to proceeding.
2. For dimensions of buildings, garages, trash enclosures, parking lot layouts and other related non-landscape work, refer to the architectural or civil drawings. Copies of the drawings are available from the owner.
3. Verify locations of all site improvements installed under other sections. If any part of this plan cannot be followed due to site conditions, contact the landscape architect for instruction prior to commencing work.
4. Written dimensions take precedence over scale.
5. This drawing includes the location of various mechanical drain systems. Coordinate construction, details and utility connections with related architectural and engineering drawings.
6. For handicapped standards, verify compliance with latest edition of ADA and Local and State Handicap Standards prior to construction.
7. Where dimensions are called as "equal", all referenced items shall be spaced equally, measured to their center lines.
8. All measurements are to face of building, wall or other fixed site improvement. Dimensions to center lines is indicated.
9. Install all intersecting elements at 90 degrees to each other unless otherwise noted.

EXPANSION AND CONTROL JOINTS:

1. joints shall be laid out as shown in the drawings. Advise the landscape architect where layout discrepancies exist to determining joint resolution.
2. Tooled joints shall be installed at appropriate timing during concrete installation. Sawcuts shall be installed within 24 hours of installing concrete. Overcut of joints into non-jointed surfaces is not permitted. Sawcuts shall extend to adjacent surfaces or expansion joints.
3. Provide continuous expansion joints in all cases between structures such as walls, curbs, steps and building or where concrete abuts utility vaults or boxes when walls or flatwork meets vertical or in grade devices. Joints shall be continuous and shall comply with the drawing details.
4. Sealant joint is required in expansion joints unless otherwise noted. Sealant shall be installed neat, without overpour onto paving or adjacent surfaces and control joints. Generally the sealant is to be held down from the surface $\frac{1}{8}$ to $\frac{1}{4}$ inch or at the bottom of the tooled radius.
5. Reference specification for additional requirements.

PLANTING NOTES:

1. Refer to civil engineer's utility and precise grading plans for utility location and final grading. If actual site conditions vary from what is shown on the landscape architects plans, the contractor shall contract the owner and landscape architect for direction as to how to proceed.
2. Verify locations of all pertinent site improvements installed under other sections. If any part of this plan cannot be followed due to site conditions, contact the landscape architect for instruction prior to commencing work.
3. Final grading shall be approved by the landscape architect in the field prior to planting.
4. Contractor shall accompany the project agronomist to the site for the purpose of taking soil samples and reviewing existing site conditions. The appropriate quantity of samples shall be verified with the landscape architect and agronomist. Samples shall then be tested and analyzed for agricultural suitability and fertility by accredited soil testing laboratory. Analysis shall include review and coordination with specifications and recommendations for soil preparation and backfill mix. Submit soils analyses to landscape architect for approval prior to soil preparation. This requirement applies to all soils and conditions within this project. (add as follows where applicable) including import soils, on grade soils and on structure soils. Verifying on structure filter fabric/soils compatibility shall be a part of the overall analysis.
5. Excess soil from landscape grading to be removed and disposed off-site by contractor.
6. Exact locations of plant materials shall be approved by the landscape architect in the field prior to installation. Landscape architect reserves the right to adjust plants to exact location in field.
7. All trees to be planted a minimum of (2'-6") feet from face of building, curb or pavement except as approved by landscape architect,
8. Align and equally space in all directions all trees, shrubs and vines as noted in the drawings.
9. Contractor shall be responsible for verifying all plant counts and square footage's. Quantities, if provided, are owner information only.
10. Provide matching forms and sizes for all plant materials within each species, plant type and size designated on the drawings.
11. Root control barriers shall be installed whenever trees are placed within (7'-0") of curb or pavement.
12. Prune newly planted trees only as directed by landscape architect.
13. Finish grades of all shrub areas shall be (1 1/2") below adjacent curb, pavement or header. In areas where (1 1/2") mulch is to be applied finish soil grades shall be (2") below adjacent cub, or pavement, mulch surface shall be (1/2").
14. Finish grades of all turf areas shall be (1/2") below adjacent curb or pavement.
15. Provide steel header as divider between turf and shrub or ground cover areas as indicated on these drawings. Where no edging in indicated, provide a shovel cut edge within ground cover or shrub areas which are adjacent to turf.
16. Provide a (3") layer of mulch at all shrub and ground cover areas except rooted cuttings unless noted otherwise on the drawings.

DEMOLITION LEGEND

- *DEMO EXISTING WALL*
- *DEMO EXISTING FENCE*
- *TREE PROTECTION FENCING (PROTECT TREES DURING DEMO AND GENERAL CONSTRUCTION, AND LIMIT ACCESS TO AREAS TO SPECIFIC CONSTRUCTION OF PLANS WITHIN THE FENCED AREAS)*
- *SAWCUT/DEMO EXISTING PAVING/CONCRETE, STEPS, ROCK*
- *DEMO EXISTING TILE/PAVER PATIO*
- *DEMO ASPHALT DRIVE AND CONCRETE APRON*
- *REPAIR AND CAP EXISTING ASPHALT DRIVE*
- *EXISTING TREE TO REMAIN*

LAYOUT LEGEND

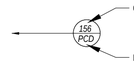


- STEEL EDGING
- EJ — EXPANSION JOINT
- CJ — CONTROL JOINT
- PLANTING AREA
- TREE PROTECTION FENCING
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING CONTOURS
- RAMP — ACCESSIBLE RAMP SLOPE
- STEPS
- LIMIT OF WORK
- PROPERTY LINE

GRADING LEGEND

519	EXISTING CONTOURS
519	PROPOSED CONTOURS
TW	TOP OF WALL ELEV. (FINISHED GRADE)
BW	BOTTOM OF WALL ELEV. (FINISHED GRADE)
FFE	FINISH FLOOR ELEV.
TC	TOP OF CURB OF ELEV.
BC	BOTTOM OF CURB OF ELEV.
TP	TOP OF PLANTER OF ELEV.
BP	BOTTOM OF PLANTER OF ELEV.
RIM	DRAIN INLET ELEVATION
M.E.	MATCH EXISTING GRADE
423.50	PROPOSED GRADE
9247	EXISTING GRADE
	TRENCH DRAIN AT DRIVE
	AREA DRAIN IN PLANTING,
	AREA DRAIN BELOW GRAVEL
	EXISTING DRAINAGE SWALE

PLANTING LEGEND



- STEEL EDGING
- PROPOSED TREE
- EXISTING TREE TO REMAIN

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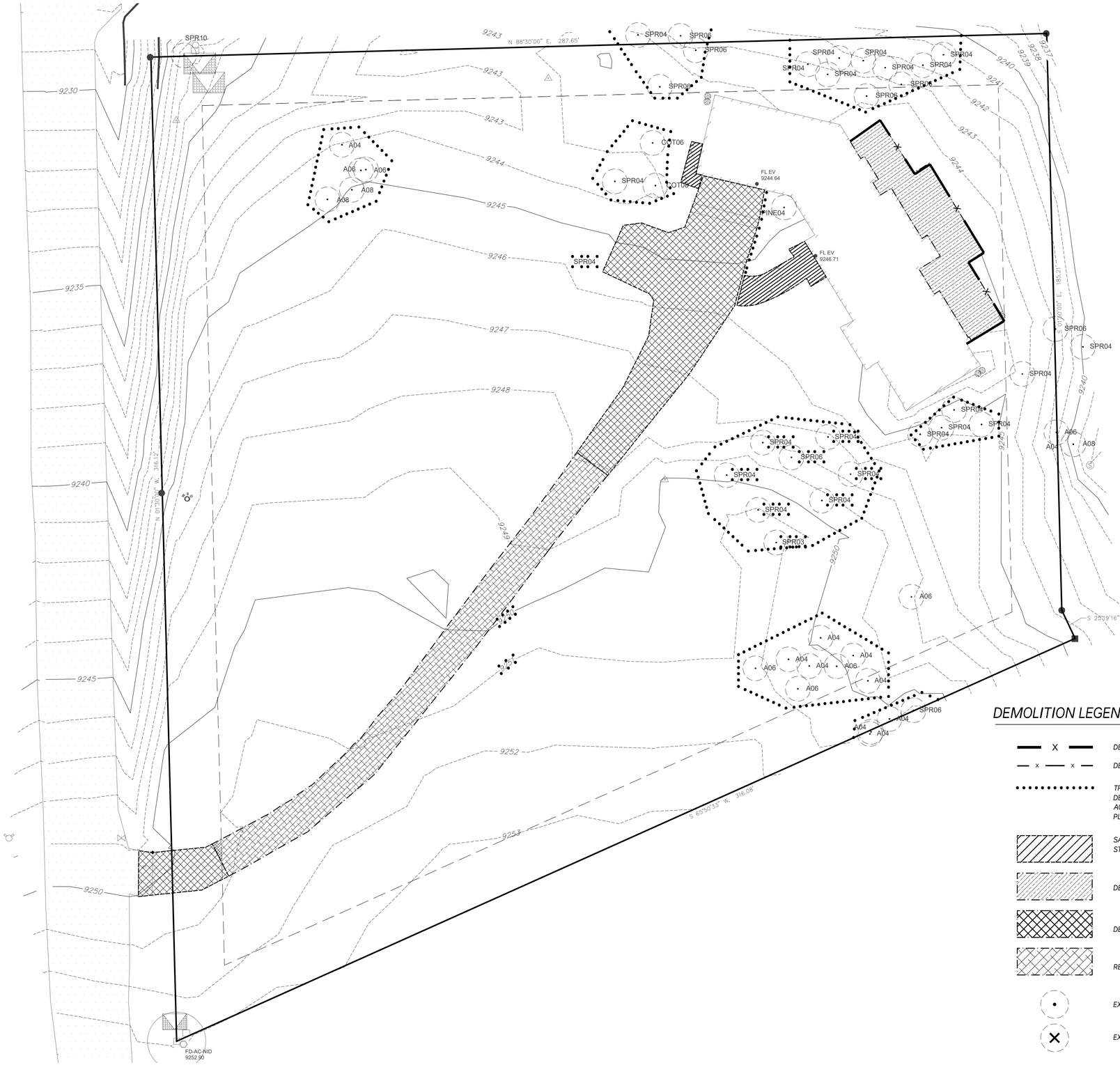
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Checked By:	CT
Date:	APRIL 09, 2025
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Issued:	
Revisions:	

Sheet Title:
NOTES & LEGENDS

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Sheet No.:

NOT FOR CONSTRUCTION

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DEMOLITION LEGEND

- DEMO EXISTING WALL
- DEMO EXISTING FENCE
- TREE PROTECTION FENCING (PROTECT TREES DURING DEMO AND GENERAL CONSTRUCTION, AND LIMIT ACCESS TO AREAS TO SPECIFIC CONSTRUCTION OF PLANS WITHIN THE FENCED AREAS)
- SAWCUT/DEMO EXISTING PAVING/CONCRETE, STEPS, ROCK
- DEMO EXISTING TILE/PAVER PATIO
- DEMO ASPHALT DRIVE AND CONCRETE APRON
- REPAIR AND CAP EXISTING ASPHALT DRIVE
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED

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Revisions:	

Sheet Title:
DEMO PLAN

L0.01
Sheet No.:

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LAYOUT LEGEND

- MATERIAL KEY / DESCRIPTION / M 6 / DETAIL NUMBER / SHEET NUMBER
- SE — STEEL EDGING
- EJ — EXPANSION JOINT
- CJ — CONTROL JOINT
- PA — PLANTING AREA
- x — x — TREE PROTECTION FENCING
- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING CONTOURS
- RAMP — ACCESSIBLE RAMP SLOPE
- STEPS
- LIMIT OF WORK
- PROPERTY LINE

SCALE: 1/16" = 1'-0"

0 8 16 32

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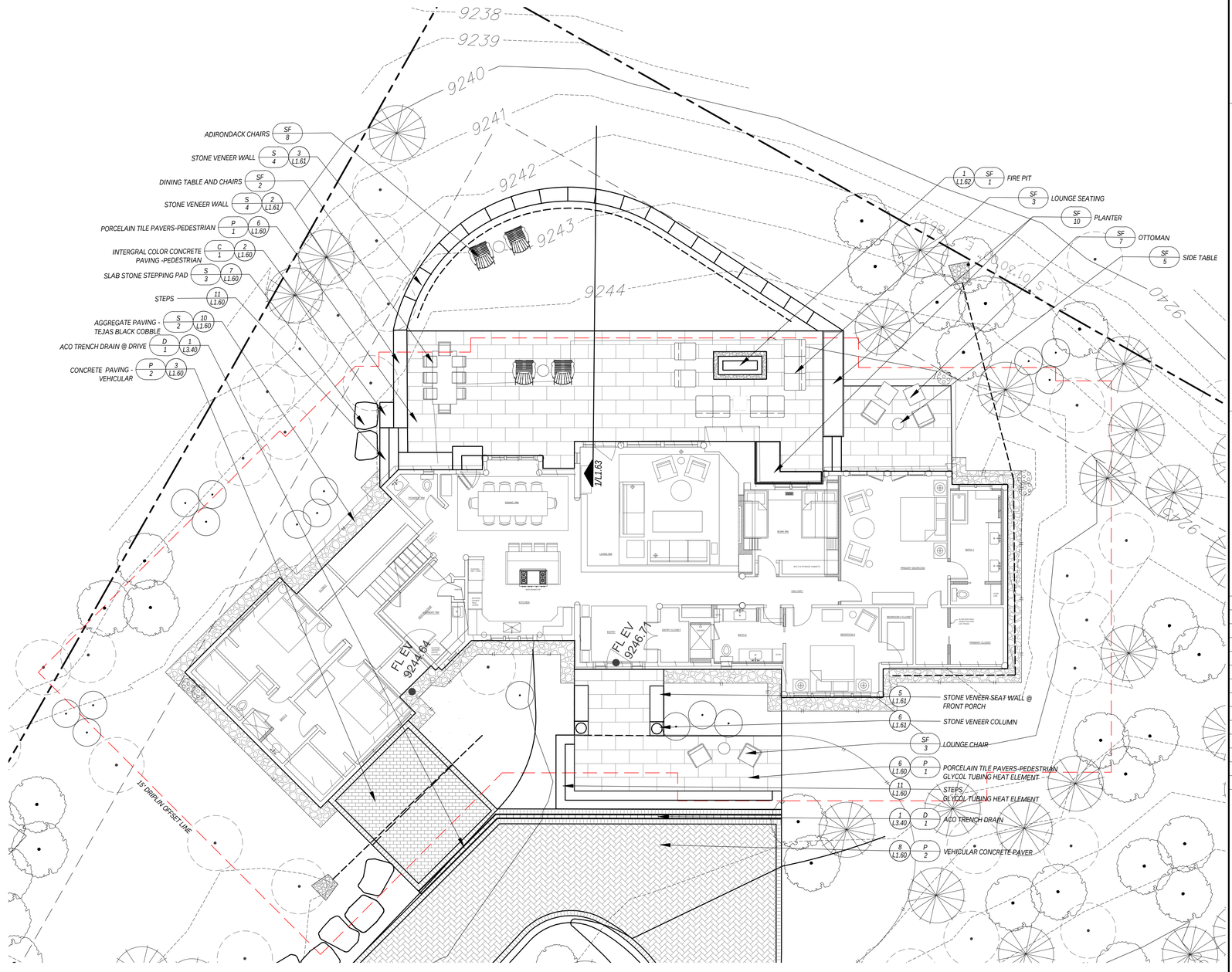
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LAYOUT & MATERIALS PLAN

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NOT FOR CONSTRUCTION

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SCALE: 1/8" = 1'-0"

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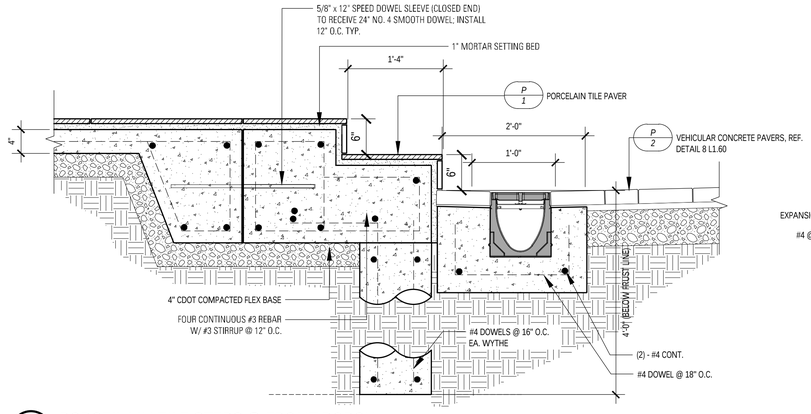
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LAYOUT & MATERIALS ENLARGEMENT PLAN

L1.20

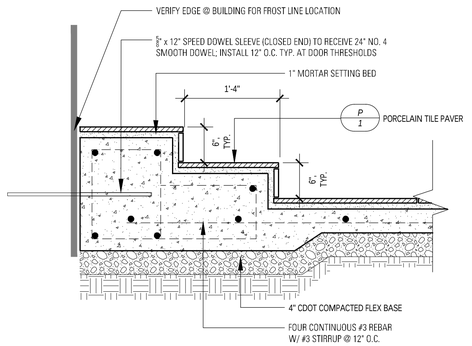
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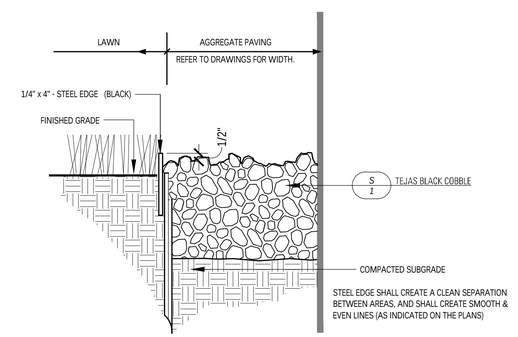
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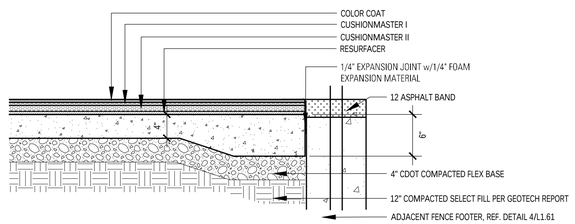
12 PORCEILAIN TILE STEPS @ FRONT PORCH
SCALE: 1/2" = 1'- 0"



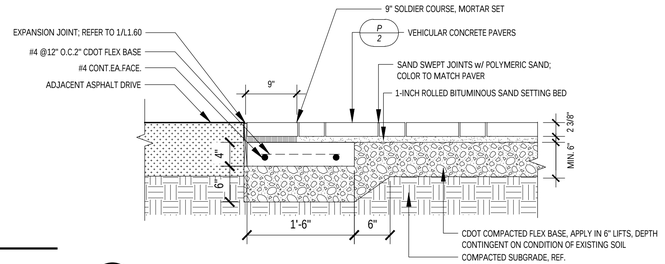
11 PORCEILAIN TILE STEPS @ REAR DOOR
SCALE: 1/2" = 1'- 0"



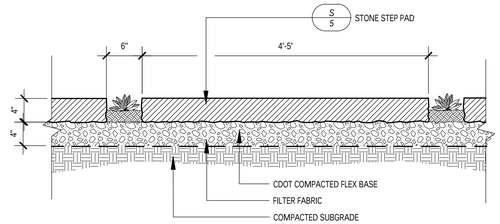
10 AGGREGATE PAVING - TEJAS BLACK COBBLE
NTS



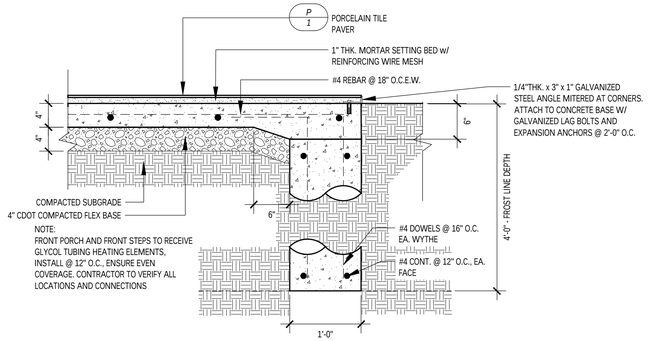
9 PICKLEBALL COURT SURFACING
SCALE: 1"=1'-0"



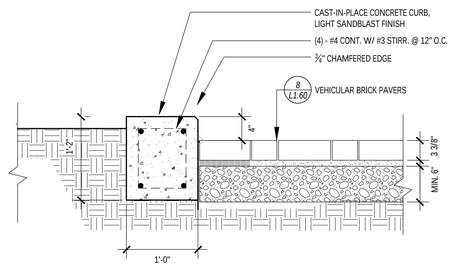
8 VEHICULAR CONCRETE PAVERS
SCALE: 1" = 1'-0"



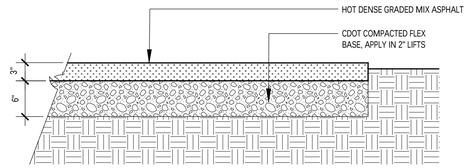
7 STONE STEP PADS
SCALE: 1"=1'-0"



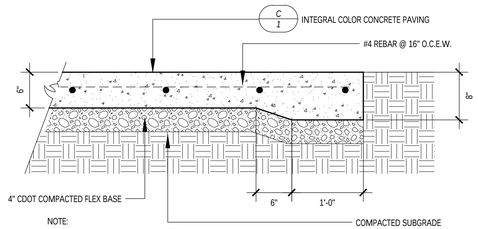
6 PORCELAIN TILE PAVING - PEDESTRIAN
SCALE: 1"=1'-0"



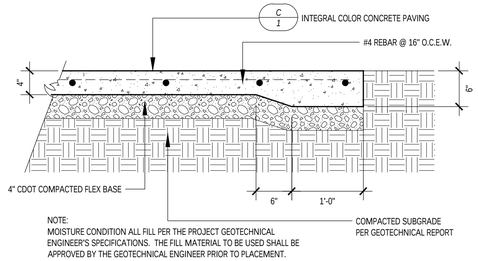
5 CAST-IN-PLACE CONCRETE CURB
SCALE: 1"=1'-0"



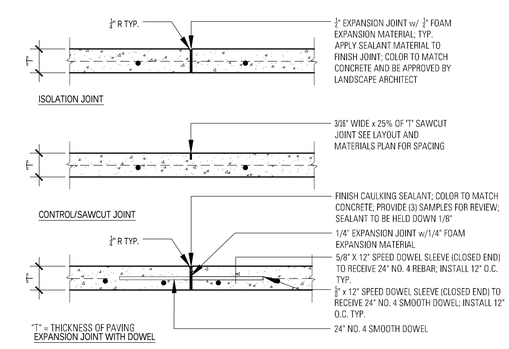
4 ASPHALT PAVING - VEHICULAR
SCALE: 1"=1'-0"



3 INTERGRAL COLOR CONCRETE PAVING - VEHICULAR
SCALE: 1"=1'-0"



2 INTEGRAL COLOR CONCRETE PAVING - PEDESTRIAN
SCALE: 1"=1'-0"



1 JOINTS IN CONCRETE
SCALE: 1"=1'-0"

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ISSUE FOR PERMIT

COY TALLEY 1550
08/04/2021
Original Date of Licensure
STATE OF COLORADO
LICENSED LANDSCAPE ARCHITECT
04/09/2025

Project No.	23027
Drawn By:	JS
Checked By:	CT
Date:	APRIL 09, 2025
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Revisions:	

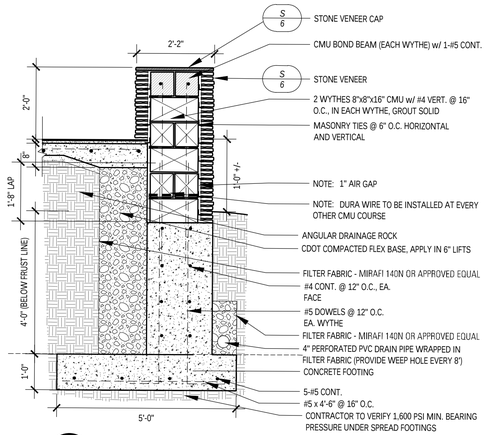
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PAVING DETAILS

L1.60

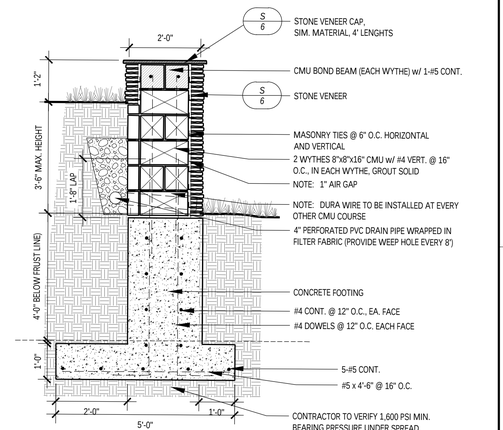
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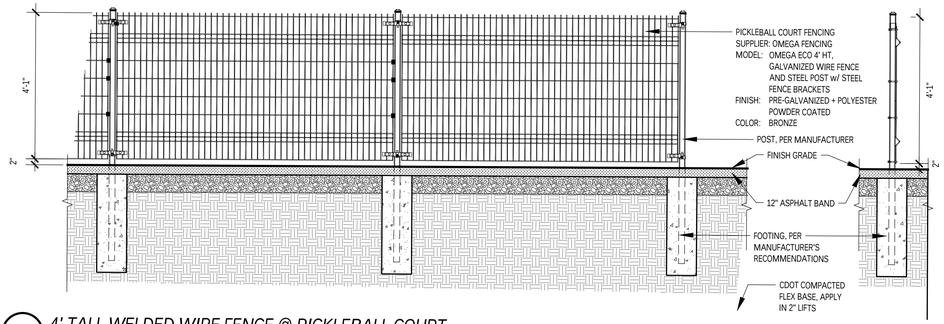


5 *STONE VENEER SEAT WALL @ PORCH*
SCALE: 1/2"=1'-0"

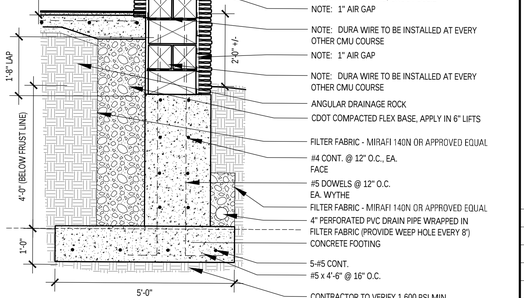


3 *CUT STONE RETAINING WALL*
SCALE: 1/2" = 1'- 0"

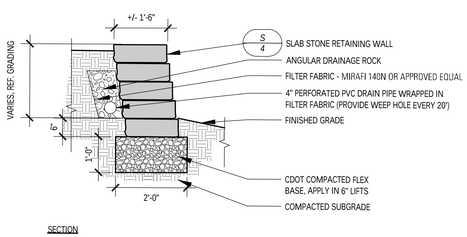
6 *STONE VENEER COLUMN*
SCALE: 1/2"=1'-0"

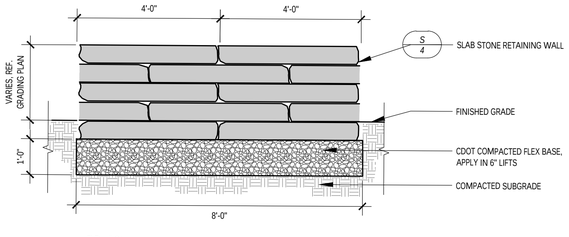


4 *4' TALL WELDED WIRE FENCE @ PICKLEBALL COURT*
SCALE: 1/2" = 1'-0"



2 *STONE VENEER WALL*
SCALE: 1/2"=1'-0"





1 *STONE SLAB WALL*
SCALE: 1/2" = 1'- 0"

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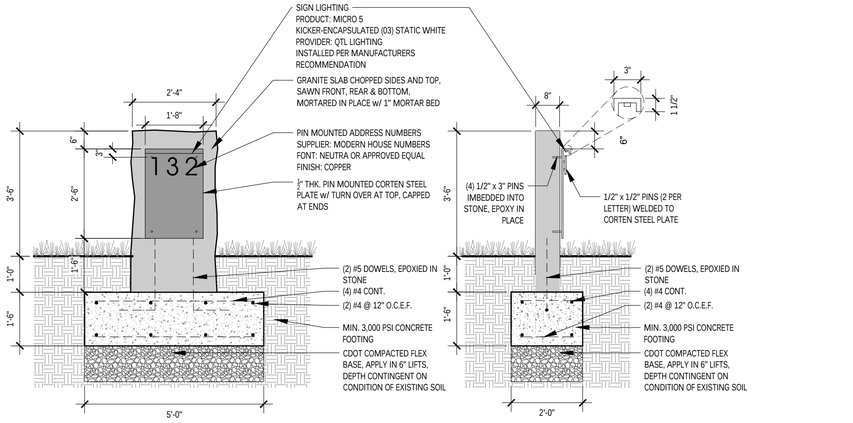
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WALL DETAILS

L1.61

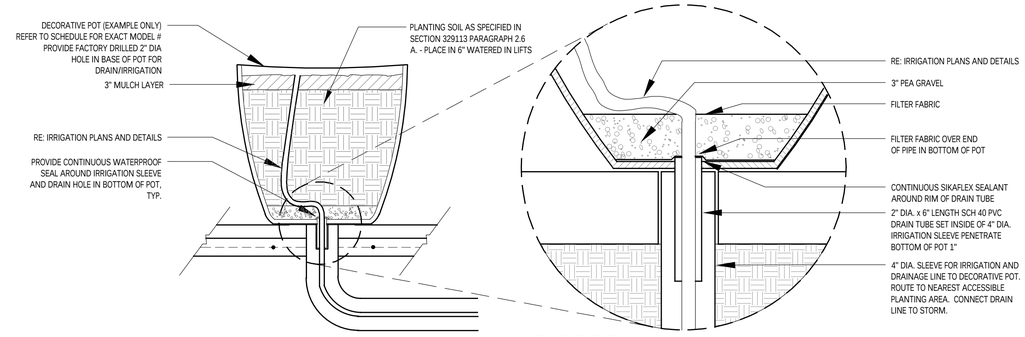
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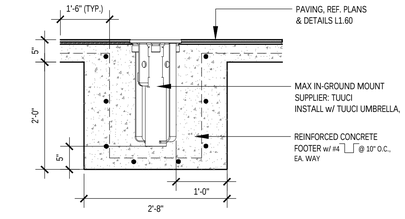
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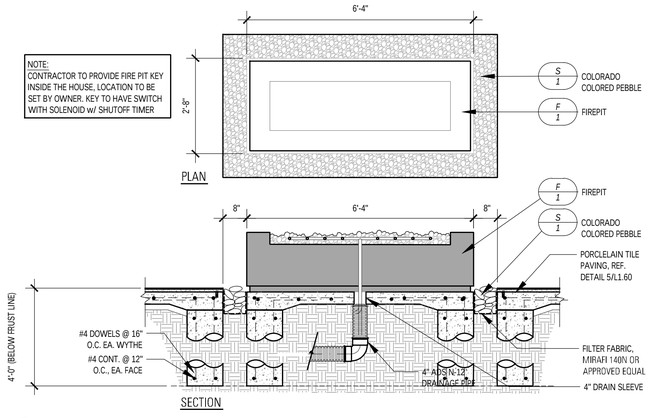
3 *ADDRESS MARKER*
SCALE: 1/2"=1'-0"



2 *DECORATIVE POT*
SCALE: NTS



4 *TUUCI IN-GROUND SECURITY BASES*
SCALE: 3/4" = 1'-0"



1 *FIRE PIT*
SCALE: 1/2"=1'-0"

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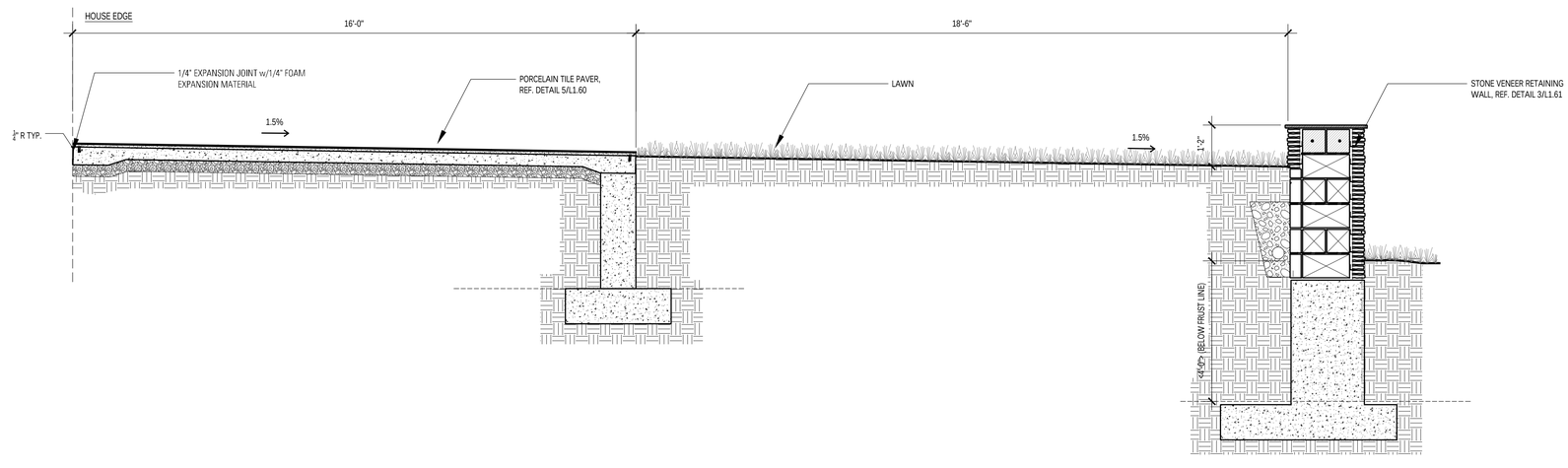
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SITE AMENETIES DETAILS

L1.62

Sheet No.:

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Last Save: Apr 23, 2025 - 7:52am
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1 *REAR PATIO CROSS SECTION*
SCALE: 1" = 1/2"- 0"

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Sheet Title:
SITE SECTIONS

L1.63

Sheet No.:

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Last Save: Apr 23, 2025 - 7:52am slater
File: X:\Grad\PC\23027.00 Galvin Telluride\0.2 DD & CD\SHEETS\L1.63_SITE SECTIONS.dwg



GRADING LEGEND

519	EXISTING CONTOURS
519	PROPOSED CONTOURS
TW	TOP OF WALL ELEV. (FINISHED GRADE)
BW	BOTTOM OF WALL ELEV. (FINISHED GRADE)
FFE	FINISH FLOOR ELEV.
TC	TOP OF CURB OF ELEV.
BC	BOTTOM OF CURB OF ELEV.
TP	TOP OF PLANTER OF ELEV.
BP	BOTTOM OF PLANTER OF ELEV.
RIM	DRAIN INLET ELEVATION
M.E.	MATCH EXISTING GRADE
423.50	PROPOSED GRADE
9247	EXISTING GRADE
	TRENCH DRAIN AT DRIVE
	AREA DRAIN IN PLANTING,
	AREA DRAIN BELOW GRAVEL
	EXISTING DRAINAGE SWALE

SCALE: 1/16" = 1'-0"

0 8 16 32

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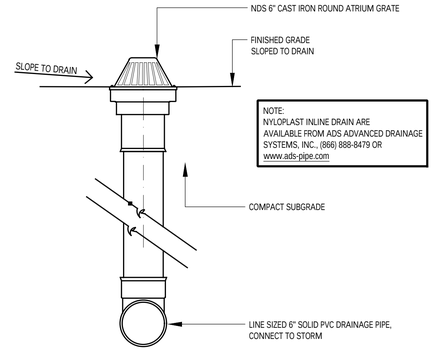
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GRADING PLAN

L3.00

Sheet No.:

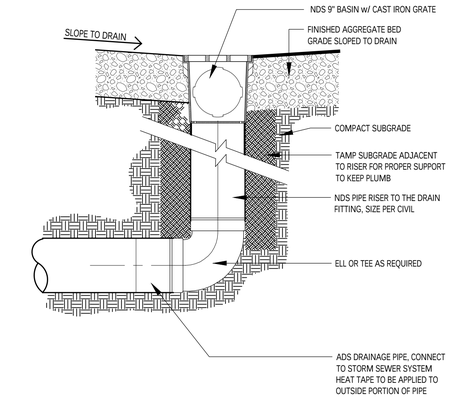
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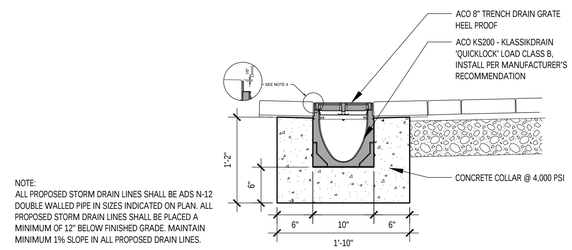


3 *AREA DRAIN IN PLANTING*
NTS

NOTE:
ALL PROPOSED STORM DRAIN LINES TO RECEIVE HEAT TAPE. INSTALL PER MANUFACTURERS RECOMMENDATION



2 *9" CATCH BASIN IN AGGREGATE ON GRADE*
NTS



NOTE:
ALL PROPOSED STORM DRAIN LINES SHALL BE ADS N-12 DOUBLE WALLED PIPE IN SIZES INDICATED ON PLAN. ALL PROPOSED STORM DRAIN LINES SHALL BE PLACED A MINIMUM OF 12" BELOW FINISHED GRADE. MAINTAIN MINIMUM 1% SLOPE IN ALL PROPOSED DRAIN LINES.

1 *TRENCH DRAIN @ DRIVE*
SCALE: NTS

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Sheet Title:
DRAINAGE DETAILS

L3.40
Sheet No.:

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Last Save: Apr 07, 2025 - 1:52pm
File: X:\arch\PC\23027.00 Galvin Telluride\0.2 DD & CD\SHEETS\L3.40_DRAINAGE DETAILS.dwg

COORDINATION WITH EXISTING TREES

NO MACHINE TRENCHING SHALL BE PERMITTED WITHIN THE ROOT ZONE OF EXISTING TREES. HAND-DIG ONLY, WITHIN THE ROOT ZONES OF EXISTING TREES. NO ROOTS OVER 1" DIAMETER SHALL BE CUT. STAKE ALL PROPOSED TRENCH ROUTES NEAR EXISTING TREES FOR APPROVAL BY THE LANDSCAPE ARCHITECT BEFORE DIGGING BEGINS.

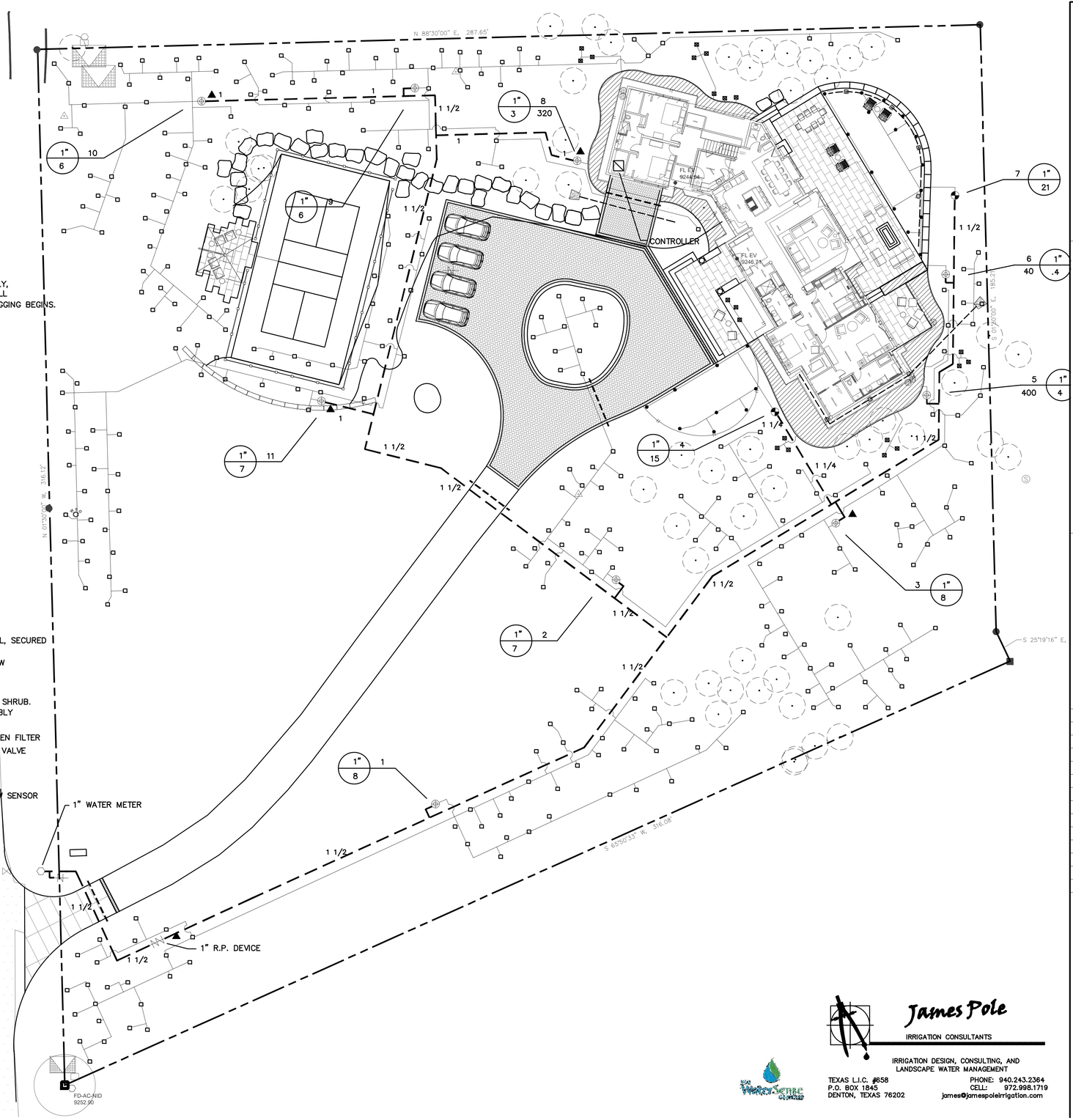
TEMPORARY IRRIGATION

THE CONTRACTOR SHALL COORDINATE WITH THE PLANTING PLAN AND PROVIDE TEMPORARY IRRIGATION FOR THE ESTABLISHMENT OF ALL PROPOSED PLANT MATERIALS LOCATED OUTSIDE THE LIMITS OF COVERAGE PROVIDED BY THE PERMANENT SYSTEM.

LEGEND

- TREE DRIP RING INSTALLED AS DETAILED WITH NETAFIM TLHCVXR5-12 DRIP TUBES ABOVE ROOT BALL, SECURED BELOW MULCH WITH 6" WIRE STAPLES.
- HUNTER PROS-04-PRS30 SERIES POP UP SPRAY HEAD WITH MP ROTATOR NOZZLE AS NOTED BELOW
- NETAFIM TECHLINE TLHCVXR5-12 SERIES DRIP TUBE IN SHRUB BED INSTALLED AT 2" DEPTH SEE INSTALLATION NOTE #15 REGARDING DRIP TUBE LAYOUT IN SHRUB BEDS.
- HUNTER HE-050-B PRESSURE COMPENSATING .5 GPM POINT SOURCE EMITTER, TWO PER PROPOSED SHRUB. SEE INSTALLATION NOTE #15 REGARDING EMITTER LAYOUT AND CONNECTION TO DRIP VALVE ASSEMBLY
- HUNTER ICV SERIES ELECTRIC REMOTE CONTROL VALVE
- NETAFIM CONTROL ZONE KIT MODEL #NCZ-1S SERIES WITH 50 PSI PRESSURE REGULATOR AND SCREEN FILTER
- HUNTER HQ-33-LRC-R QUICK COUPLING VALVE WITH LOCKING PURPLE COVER AND 3/4" PVC BALL VALVE
- WILKINS 375-B SERIES REDUCED PRESSURE TYPE BACKFLOW PREVENTOR INSTALLED PER CITY CODE
- 1" IRRIGATION WATER METER AND TAP
- 1" HUNTER ICV SERIES MASTER VALVE, WITH CREATIVE SENSOR TECHNOLOGY FSI T SERIES PVC FLOW SENSOR
- HUNTER IC-M SERIES AUTOMATIC CONTROLLER WITH WRFC WIRELESS RAIN / FREEZE SENSOR LOCATE SENSOR AS FIELD DIRECTED BY THE LANDSCAPE ARCHITECT
- SCH. 40 PVC MAINLINE PIPE
- CLASS 200 (EXCEPT 1/2 INCH #315) PVC LATERAL PIPE
- 4" CLASS 200 SLEEVE PIPE

THE IRRIGATION CONTRACTOR SHALL SELECT MP ROTATOR NOZZLES FOR "HEAD-TO-HEAD" COVERAGE, ADJUSTED FOR NO OVERSPRAY ONTO WALLS AND WALKS. NO OVERSPRAY INTO STREETS IS PERMITTED.



James Pole
IRRIGATION CONSULTANTS
IRRIGATION DESIGN, CONSULTING, AND LANDSCAPE WATER MANAGEMENT
TEXAS L.I.C. #658
P.O. BOX 1845
DENTON, TEXAS 76202
PHONE: 940.243.2364
CELL: 972.998.1719
james@jamespoleirrigation.com

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ISSUE FOR REVIEW

These documents are incomplete, and are released for interim review only and are not intended for regulatory approval, bidding, or construction purposes.

Designer : JS
L.I.C. No.: JAMES POLE
Date: 04.10.2025

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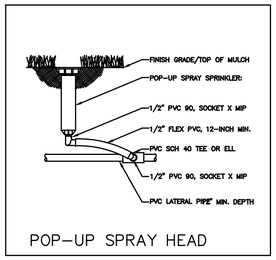
Sheet Title:
IRRIGATION PLAN

L4.00

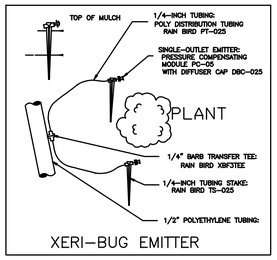
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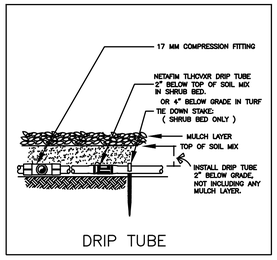
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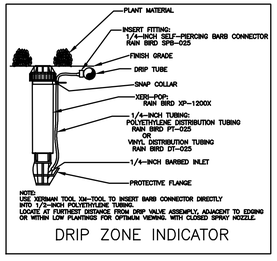
POP-UP SPRAY HEAD



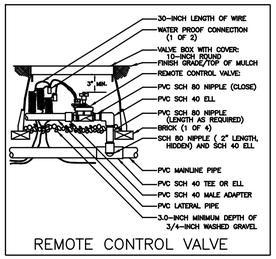
XERI-BUG EMITTER



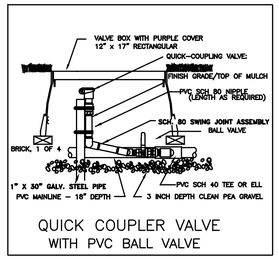
DRIP TUBE



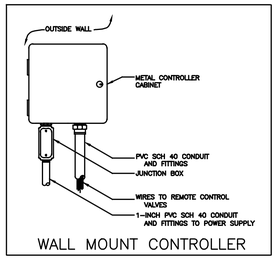
DRIP ZONE INDICATOR



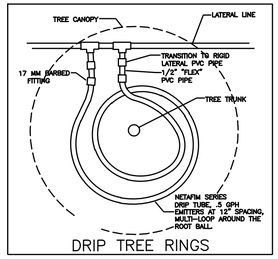
REMOTE CONTROL VALVE



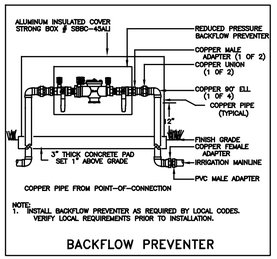
QUICK COUPLER VALVE
WITH PVC BALL VALVE



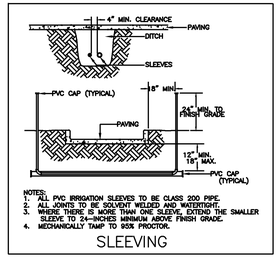
WALL MOUNT CONTROLLER



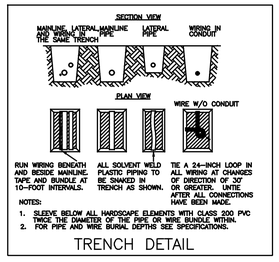
DRIP TREE RINGS



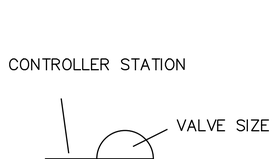
BACKFLOW PREVENTER

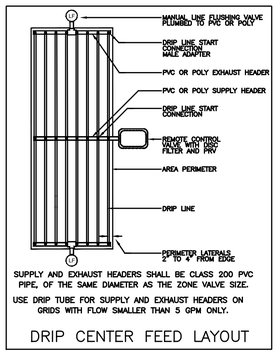


SLEEVING



TRENCH DETAIL

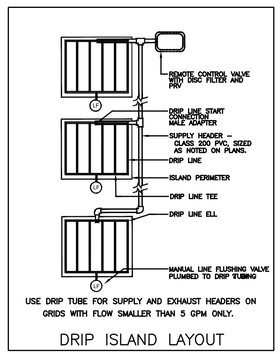




SUPPLY AND EXHAUST HEADERS SHALL BE CLASS 200 PVC PIPE, OF THE SAME DIAMETER AS THE ZONE VALVE SIZE.

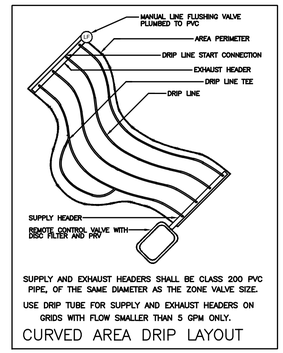
USE DRIP TUBE FOR SUPPLY AND EXHAUST HEADERS ON GRIDS WITH FLOW SMALLER THAN 5 GPM ONLY.

DRIP CENTER FEED LAYOUT



USE DRIP TUBE FOR SUPPLY AND EXHAUST HEADERS ON GRIDS WITH FLOW SMALLER THAN 5 GPM ONLY.

DRIP ISLAND LAYOUT



SUPPLY AND EXHAUST HEADERS SHALL BE CLASS 200 PVC PIPE, OF THE SAME DIAMETER AS THE ZONE VALVE SIZE.

USE DRIP TUBE FOR SUPPLY AND EXHAUST HEADERS ON GRIDS WITH FLOW SMALLER THAN 5 GPM ONLY.

CURVED AREA DRIP LAYOUT

COORDINATION WITH EXISTING TREES

NO MACHINE TRENCHING SHALL BE PERMITTED WITHIN THE ROOT ZONE OF EXISTING TREES. HAND-DIG ONLY, WITHIN THE ROOT ZONES OF EXISTING TREES. NO ROOTS OVER 1" DIAMETER SHALL BE CUT. STAKE ALL PROPOSED TRENCH ROUTES NEAR EXISTING TREES FOR APPROVAL BY THE LANDSCAPE ARCHITECT BEFORE DIGGING BEGINS.

TEMPORARY IRRIGATION

THE CONTRACTOR SHALL COORDINATE WITH THE PLANTING PLAN AND PROVIDE TEMPORARY IRRIGATION FOR THE ESTABLISHMENT OF ALL PROPOSED PLANT MATERIALS LOCATED OUTSIDE THE LIMITS OF COVERAGE PROVIDED BY THE PERMANENT SYSTEM.

INSTALLATION NOTES

1. COORDINATE IRRIGATION INSTALLATION WITH PLANTING PLAN AND SITE CONDITIONS TO PROVIDE COMPLETE COVERAGE WITH MINIMUM OVERSPRAY. THE IRRIGATION CONTRACTOR SHALL MAKE MINOR ADJUSTMENTS TO ENSURE PROPER COVERAGE AT NO ADDITIONAL COST TO THE OWNER.
2. THE IRRIGATION CONTRACTOR SHALL COMPLY WITH ALL LOCAL AND STATE MANDATED IRRIGATION ORDINANCES AND CODES, AND WILL SECURE ALL REQUIRED PERMITS. THE IRRIGATION CONTRACTOR SHALL PAY ANY ASSOCIATED OTHERWISE NOTED. ALL LOCAL CODES SHALL PREVAIL OVER ANY DISCREPANCIES HEREIN AND SHALL BE FEES UNLESS ADDRESSED BEFORE ANY CONSTRUCTION BEGINS.
3. CONFIRM MINIMUM STATIC WATER PRESSURE OF 60 PSI AT THE HIGHEST ELEVATION OF THE SYSTEM LIMITS, AND MAXIMUM STATIC WATER PRESSURE OF 90 P.S.I. AT THE LOWEST ELEVATION OF THE SYSTEM LIMITS AT LEAST 7 DAYS BEFORE BEGINNING WORK. IF STATIC WATER PRESSURE IS OUTSIDE THE RANGE STATED ABOVE, DO NOT PROCEED UNTIL DIRECTED BY THE LANDSCAPE ARCHITECT.
4. LATERAL PIPE SHALL BE INSTALLED AT A MINIMUM DEPTH OF 18 INCHES. MAINLINE PIPE AND WIRES SHALL BE INSTALLED AT A MINIMUM DEPTH OF 24 INCHES. NO MACHINE TRENCHING SHALL BE PERMITTED WITHIN EXISTING TREE ROOT ZONES. WHEN HAND – TRENCHING WITHIN EXISTING TREE ROOT ZONES, NO ROOTS LARGER THAN 1" DIAMETER SHALL BE CUT.
5. UNSLEEVED PIPES MAY BE SHOWN UNDER PAVEMENT FOR GRAPHIC CLARITY ONLY. INSTALL THESE PIPES IN ADJACENT LANDSCAPED AREAS.
6. ELECTRIC POWER SHALL BE PROVIDED WITHIN FIVE FEET OF CONTROLLER LOCATION BY GENERAL CONTRACTOR. L.I.C. TO PROVIDE FINAL HARD-WIRE TO CONTROLLER.
7. 24 VOLT VALVE WIRE SHALL BE A MINIMUM OF #14 GAUGE, U.F. APPROVED FOR DIRECT BURIAL, SINGLE CONDUCTOR "IRRIGATION WIRE". WIRE SPLICES SHALL INCLUDE DBY CONNECTORS AS MANUFACTURED BY 3M COMPANY. ALL FIELD SPLICES SHALL BE LOCATED IN A ROUND VALVE BOX OF SUFFICIENT SIZE TO ALLOW INSPECTION.
8. VALVE BOXES SHALL BE INSTALLED FLUSH WITH GRADE, SUPPORTED BY BRICKS IF NEEDED, WITH 3 INCHES OF CLEAN PEA GRAVEL LOCATED BELOW THE VALVE. USE 12" x 17" RECTANGULAR VALVE BOXES WITH PURPLE LID FOR QUICK COUPLING VALVES, AND 10" ROUND BOXES FOR ELECTRIC VALVES UNLESS NOTED OTHERWISE.
9. USE RIGID SCH. 80 PVC SWING JOINT ASSEMBLIES TO CONNECT ALL QUICK COUPLERS.
10. ALL SPRAY HEADS SHALL BE CONNECTED WITH A 12" MINIMUM LENGTH OF 1/2" FLEX PVC. THE FLEX PVC SHALL BE SOLVENT WELDED TO SCHEDULE 40 PVC FITTINGS WITH WELD-ON #795 SOLVENT AND #P-70 PRIMER.
11. PROVIDE ONE QUICK COUPLER KEY WITH SWIVEL HOSE ELL.
12. CONTRACTOR IS TO CONTACT APPROPRIATE AUTHORITIES AND LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION.
13. THE PROPOSED LOCATIONS OF ALL ABOVE- GROUND EQUIPMENT INCLUDING BACKFLOW PREVENTORS, CONTROLLERS AND WEATHER SENSORS SHALL BE STAKED BY THE CONTRACTOR FOR APPROVAL BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE BEFORE THESE ITEMS ARE INSTALLED.
14. ALL HEADS SHALL BE INSTALLED A MINIMUM OF 4" FROM PAVEMENT EDGES. (6" OR GREATER WHERE REQUIRED BY LOCAL CODE) FINAL HEAD ADJUSTMENTS BY THE CONTRACTOR SHALL INCLUDE THE ADDITION OF CHECK VALVES WHERE NEEDED TO PREVENT EXCESSIVE LOW HEAD DRAINAGE. THE CONTRACTOR SHALL BUDGET FOR, AND INSTALL CHECK VALVES FOR UP 10 % OF THE TOTAL NUMBER OF HEADS WHEN NEEDED, WITH NO ADDITIONAL COST TO THE OWNER.
15. WHERE SHOWN ON THE PLANS, MASS SHRUB / GROUNDCOVER BEDS SHALL INCLUDE NETAFIM TECHLINE TLHCVXR SERIES DRIP TUBE WITH PRE-INSTALLED .55 GPH DRIP EMITTERS AT 12" INTERVALS (TLHCVXR5-12), INSTALLED IN CENTER-FED GRIDS WITH ROWS SPACED 18" APART. INDIVIDUAL DRIP TUBE RUNS SHALL NOT EXCEED 150 L.F. PVC LATERAL "TRUNK" LINES SHALL BE INSTALLED 10" DEEP. DRIP TUBE SHALL BE SET 2" BELOW FINISHED SOIL GRADE (NOT INCLUDING MULCH LAYER), SECURELY STAKED EVERY 18". NETAFIM #TLO50MFV-1 FLUSH VALVES SHALL BE INSTALLED AT THE FARTHEST POINTS FROM THE ZONE VALVE. USE 17 MM BARBED FITTINGS FOR DRIP LINE CONNECTIONS, SET THE MAXIMUM OPERATING PRESSURE AT 30 PSI. TECHLINE CV SHALL BE INSTALLED PERPENDICULAR TO SLOPE FACE. INSTALL TLCV IN-LINE CHECK VALVES FOR EVERY 4.5 FEET OF DRIP LINE ELEVATION CHANGE WITHIN THE ZONE. USE NETAFIM STAPLES (#TLS6) TO SECURE TUBING EVERY 18" EACH DRIP ZONE SHALL INCLUDE ONE MAINTENANCE "FLAG" WHICH SHALL CONSIST OF A 12" POP-UP SPRAY HEAD AND COMPLETELY CLOSED SPRAY NOZZLE. THE POP-UP HEAD SHALL BE CONNECTED TO THE DRIP ZONE PIPE, SET FLUSH WITH GRADE, AND LOCATED AT THE FARTHERST DISTANCE FROM THE DRIP VALVE ASSEMBLY. INSTALL THE "FLAG" HEAD ADJACENT TO EDGING OR IN LOW PLANTINGS FOR EASE OF VIEWING. SPARSLEY SPACED, INDIVIDUAL SHRUB PLANTINGS MAY INCLUDE HUNTER #HE-.050-B SINGLE-OUTLET EMITTERS OR HUNTER #MPE-10 MULTI-OUTLET EMITTERS INSTALLED AS DETAILED. PROVIDE MINIMUM TWO, 1 G.P.H. OUTLETS PER INDIVIDUAL SHRUB. SINGLE / MULTI-OUTLET EMITTERS MAY BE CONNECTED TO THE SAME DRIP ZONE VALVE WHICH SERVES ADJACENT DRIP TUBE GRIDS, UNLESS NOTED OTHERWISE.
16. QUICK COUPLING VALVES SHALL BE USED AS POINTS OF CONNECTION TO COMPRESSED AIR FOR WINTERIZING THE SYSTEM.

LEGEND

- TREE DRIP RING INSTALLED AS DETAILED WITH NETAFIM TLHCVXR5-12 DRIP TUBES ABOVE ROOT BALL, SECURED BELOW MULCH WITH 6" WIRE STAPLES.
- HUNTER PROS-04-PRS30 SERIES POP UP SPRAY HEAD WITH MP ROTATOR NOZZLE AS NOTED BELOW
- NETAFIM TECHLINE TLHCVXR5-12 SERIES DRIP TUBE IN SHRUB BED INSTALLED AT 2" DEPTH SEE INSTALLATION NOTE #15 REGARDING DRIP TUBE LAYOUT IN SHRUB BEDS.
- HUNTER HE-050-B PRESSURE COMPENSATING .5 GPM POINT SOURCE EMITTER, TWO PER PROPOSED SHRUB. SEE INSTALLATION NOTE #15 REGARDING EMITTER LAYOUT AND CONNECTION TO DRIP VALVE ASSEMBLY
- HUNTER ICV SERIES ELECTRIC REMOTE CONTROL VALVE
- NETAFIM CONTROL ZONE KIT MODEL #NCZ-1S SERIES WITH 50 PSI PRESSURE REGULATOR AND SCREEN FILTER
- HUNTER HQ-33-LRC-R QUICK COUPLING VALVE WITH LOCKING PURPLE COVER AND 3/4" PVC BALL VALVE
- WILKINS 375-B SERIES REDUCED PRESSURE TYPE BACKFLOW PREVENTOR INSTALLED PER CITY CODE
- 1" IRRIGATION WATER METER AND TAP
- 1" HUNTER ICV SERIES MASTER VALVE, WITH CREATIVE SENSOR TECHNOLOGY FSI T SERIES PVC FLOW SENSOR
- HUNTER IC-M SERIES AUTOMATIC CONTROLLER WITH WRFC WIRELESS RAIN / FREEZE SENSOR LOCATE SENSOR AS FIELD DIRECTED BY THE LANDSCAPE ARCHITECT
- SCH. 40 PVC MAINLINE PIPE
- CLASS 200 (EXCEPT 1/2 INCH #315) PVC LATERAL PIPE
- 4" CLASS 200 SLEEVE PIPE

THE IRRIGATION CONTRACTOR SHALL SELECT MP ROTATOR NOZZLES FOR "HEAD-TO-HEAD" COVERAGE, ADJUSTED FOR NO OVERSPRAY ONTO WALLS AND WALKS. NO OVERSPRAY INTO STREETS IS PERMITTED.

James Pole
IRRIGATION CONSULTANTS
IRRIGATION DESIGN, CONSULTING, AND LANDSCAPE WATER MANAGEMENT
TEXAS L.I.C. #658
P.O. BOX 1845
DENTON, TEXAS 76202
PHONE: 940.243.2364
CELL: 972.998.1719
james@jamespoleirrigation.com

GALVIN RESIDENCE

132 ADAMS RANCH RD.
MOUNTAIN VILLAGE, CO

TalleyAssociates
Planning
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3301 Elm Street, Suite 100
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Tel. 214-871-7900

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ISSUE FOR REVIEW

These documents are incomplete, and are released for interim review only and are not intended for regulatory approval, bidding, or construction purposes.

Designer :
L.I.C. No.: 658 JAMES POLE
Date: 04.10.2025

Project No.	23027
Drawn By:	JS
Checked By:	CT
Date:	APRIL 09, 2025
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Issued:	
Issued:	
Issued:	
Revisions:	

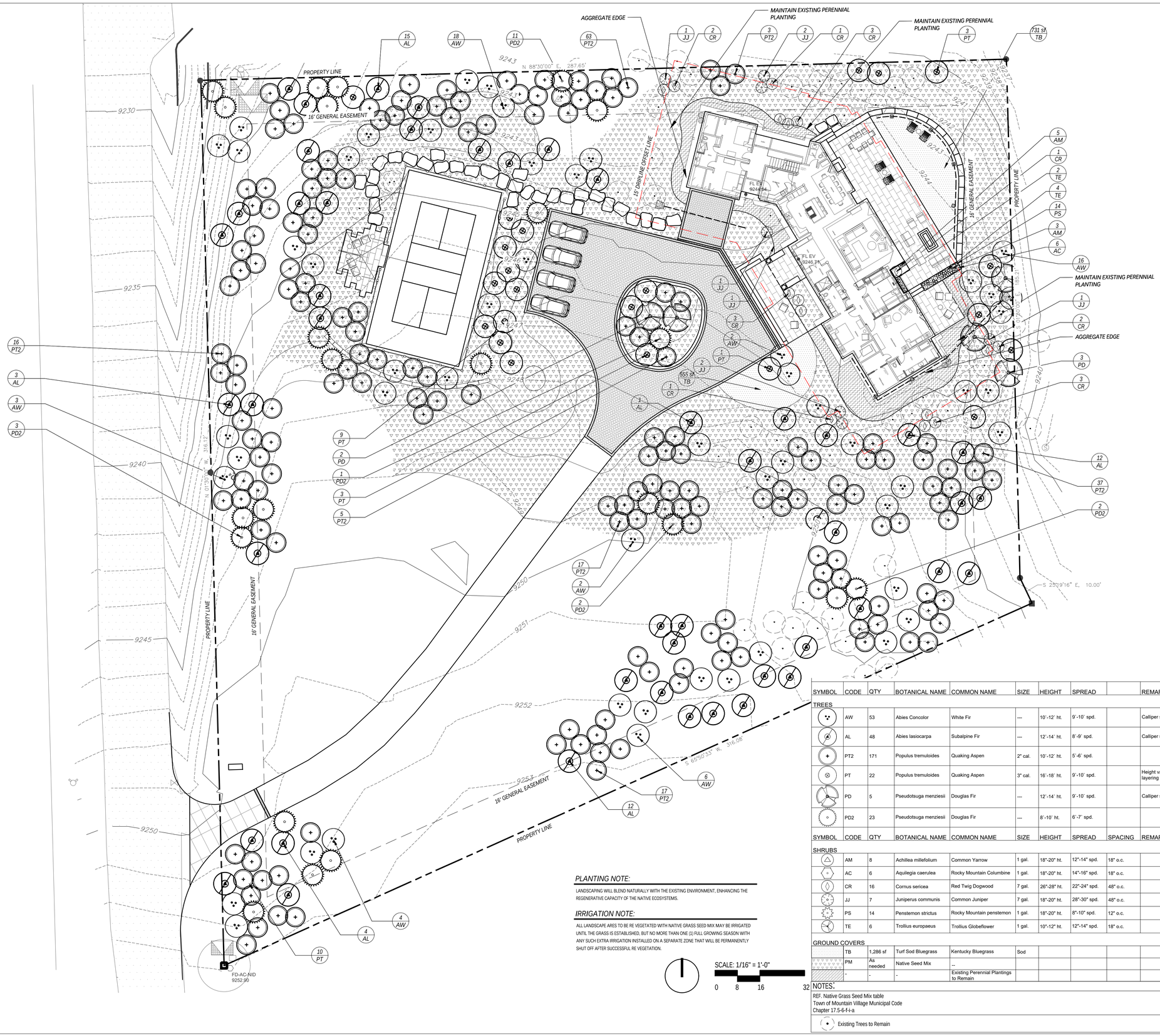
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IRRIGATION DETAILS

L4.01

Sheet No.:

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Last Save: Apr 23, 2025, 8:17am
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PLANTING NOTE:

LANDSCAPING WILL BLEND NATURALLY WITH THE EXISTING ENVIRONMENT, ENHANCING THE REGENERATIVE CAPACITY OF THE NATIVE ECOSYSTEMS.

IRRIGATION NOTE:

ALL LANDSCAPE ARES TO BE RE VEGETATED WITH NATIVE GRASS SEED MIX MAY BE IRRIGATED UNTIL THE GRASS IS ESTABLISHED, BUT NO MORE THAN ONE (1) FULL GROWING SEASON WITH ANY SUCH EXTRA IRRIGATION INSTALLED ON A SEPARATE ZONE THAT WILL BE PERMANENTLY SHUT OFF AFTER SUCCESSFUL RE VEGETATION.

SCALE: 1/16" = 1'-0"

0 8 16 32

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPREAD		REMARKS
TREES									
	AW	53	Abies Concolor	White Fir	---	10'-12' ht.	9'-10' spd.		Calliper size varries.
	AL	48	Abies lasiocarpa	Subalpine Fir	---	12'-14' ht.	8'-9' spd.		Calliper size varries.
	PT2	171	Populus tremuloides	Quaking Aspen	2" cal.	10'-12' ht.	5'-6' spd.		
	PT	22	Populus tremuloides	Quaking Aspen	3" cal.	16'-18' ht.	9'-10' spd.		Height varries to create layering effect
	PD	5	Pseudotsuga menziesii	Douglas Fir	---	12'-14' ht.	9'-10' spd.		Calliper size varries.
	PD2	23	Pseudotsuga menziesii	Douglas Fir	---	8'-10' ht.	6'-7' spd.		
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	HEIGHT	SPREAD	SPACING	REMARKS
SHRUBS									
	AM	8	Achillea millefolium	Common Yarrow	1 gal.	18"-20" ht.	12"-14" spd.	18" o.c.	
	AC	6	Aquilegia caerulea	Rocky Mountain Columbine	1 gal.	18"-20" ht.	14"-16" spd.	18" o.c.	
	CR	16	Cornus sericea	Red Twig Dogwood	7 gal.	26"-28" ht.	22"-24" spd.	48" o.c.	
	JJ	7	Juniperus communis	Common Juniper	7 gal.	18"-20" ht.	28"-30" spd.	48" o.c.	
	PS	14	Penstemon strictus	Rocky Mountain penstemon	1 gal.	18"-20" ht.	8"-10" spd.	12" o.c.	
	TE	6	Trollius europaeus	Trollius Globeflower	1 gal.	10"-12" ht.	12"-14" spd.	18" o.c.	
GROUND COVERS									
	TB	1,286 sf	Turf Sod Bluegrass	Kentucky Bluegrass	Sod				
	PM	As needed	Native Seed Mix	--					
	-	-	-	Existing Perennial Plantings to Remain					

NOTES:

REF. Native Grass Seed Mix table
Town of Mountain Village Municipal Code
Chapter 17.5-6-f-i-a

Existing Trees to Remain

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COY TALLEY 1550
08/04/2021
Original Date of Licensure
STATE OF COLORADO
LICENSED LANDSCAPE ARCHITECT
04/09/2025

Project No.	23027
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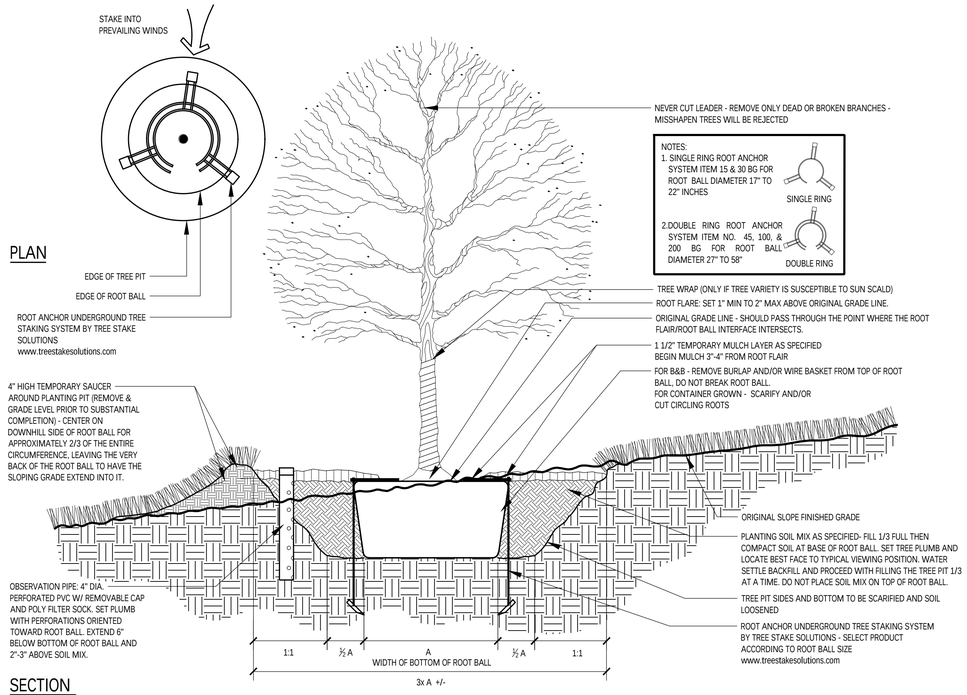
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PLANTING PLAN

L5.00

Sheet No.:

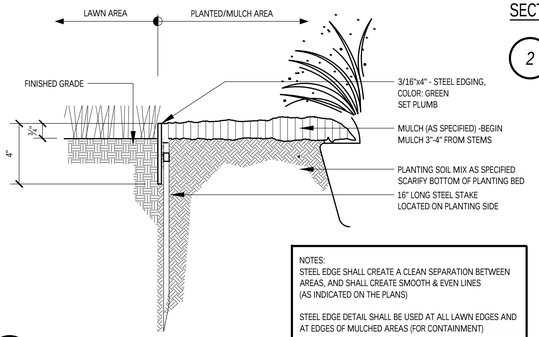
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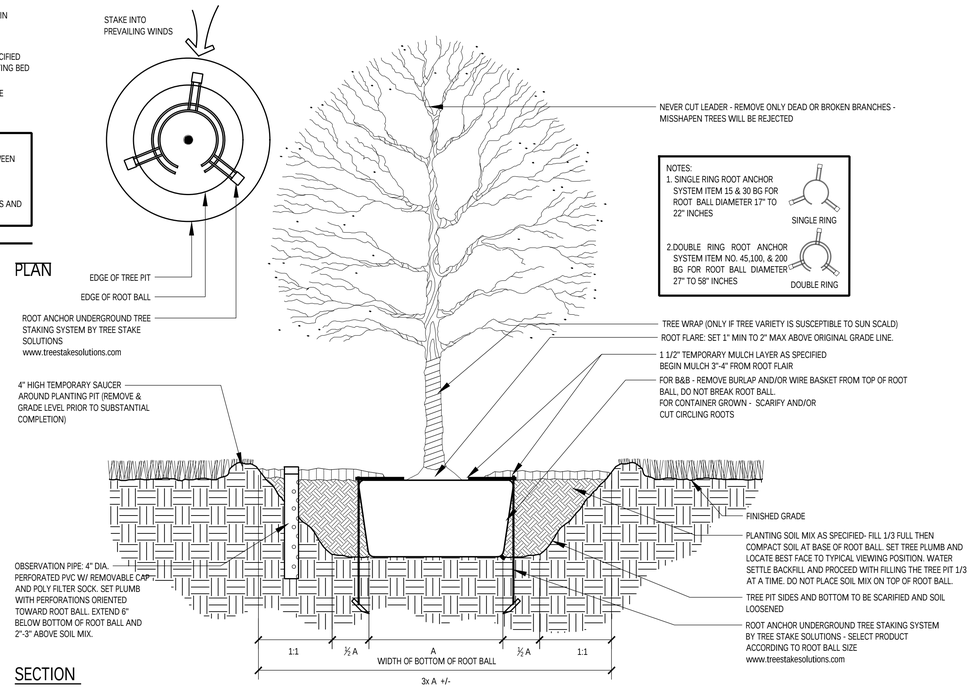
2 TREE PLANTING ON SLOPE - BELOW GROUND ANCHORING

SCALE: 1"= 1'-0"



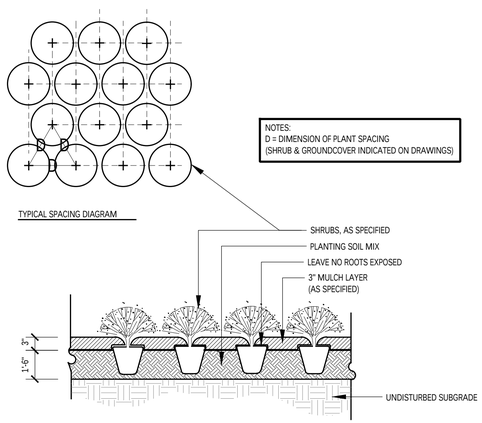
4 STEEL EDGING

SCALE: NTS



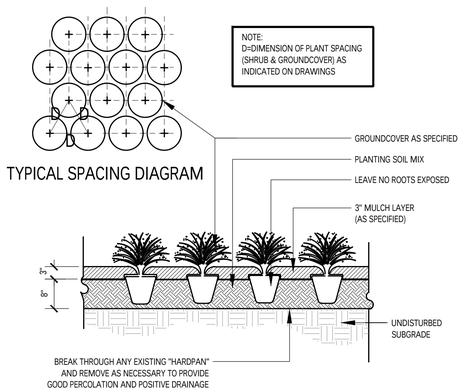
1 TREE PLANTING- BELOW GROUND ANCHORING

SCALE: 1"= 1'-0"



5 SHRUB PLANTING

SCALE: NTS



3 GROUNDCOVER PLANTING

NTS

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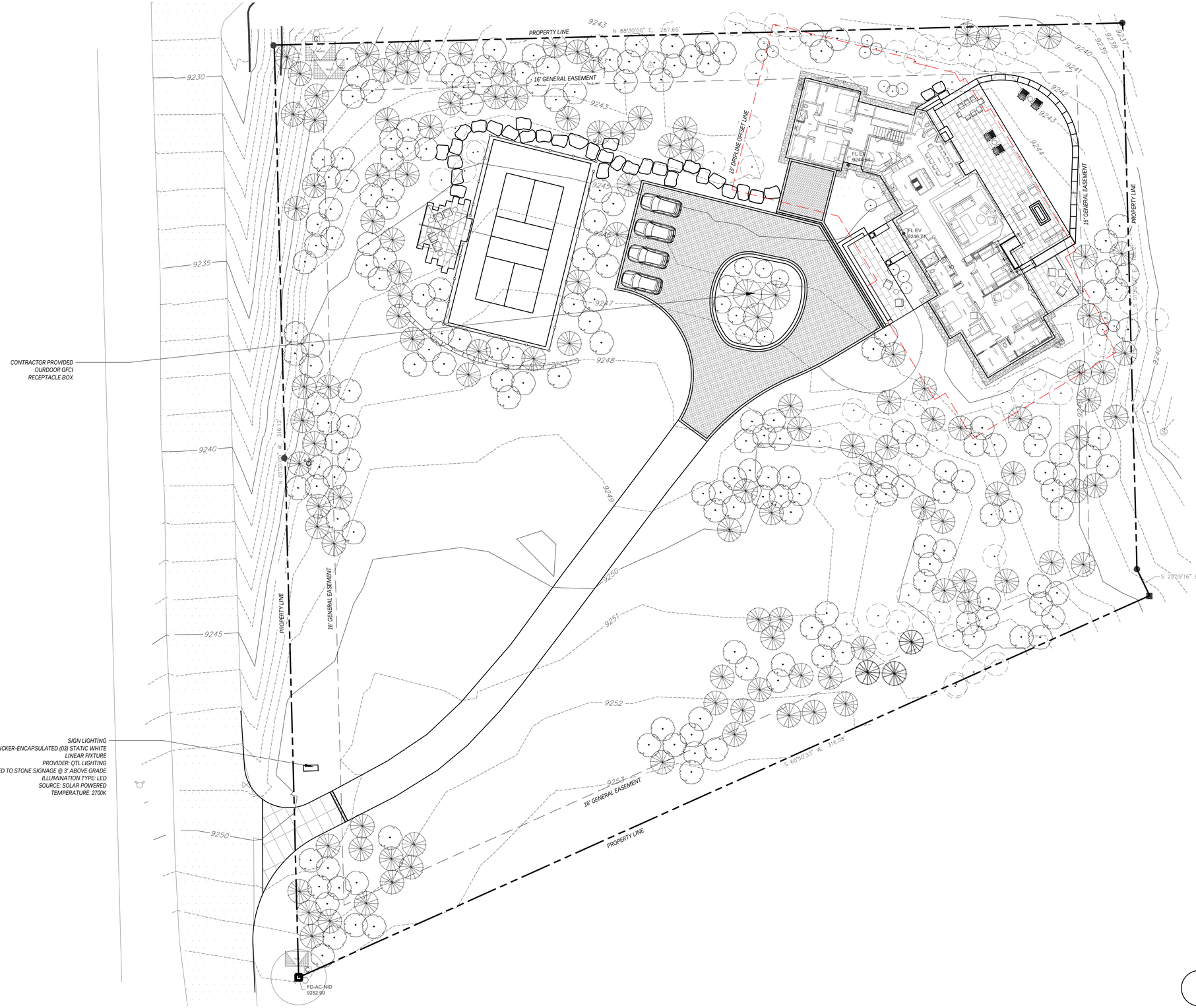
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PALNTING DETAILS

L5.40

Sheet No.:

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SCALE: 1/16" = 1'-0"

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Issued:	
Issued:	
Revisions:	

Sheet Title:
LIGHTING PLAN

L6.00

Sheet No.:

NOT FOR CONSTRUCTION

Plot: Apr 23, 2025, 7:56am, slater
Last Save: Apr 23, 2025, 7:56am
File: X:\yard\PC\23027.00 Galvin Telluride\0.2 DD & CD\SHEETS\L6.00_LIGHTING PLAN.dwg

Erin Howe

From: john baccich <jbaccich@gmail.com>
Sent: Monday, July 7, 2025 10:07 AM
To: planning
Cc: Lisa Baccich
Subject: Variance application for 132 Adam's Ranch

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

To the DRB,

My name is John Baccich and I live at 91 Pennington Place, across the 6th hole on the Telluride Golf Course from the applicant at 132 Adam's Ranch Road. My wife, Lisa and I are writing to you to voice our concern and disapproval of the variance application to install a pickleball court on this property.

We both enjoy playing pickleball, we enjoy the sport and want to promote responsible growth of the game. That said, having a private pickleball court in a very quiet neighborhood where sound travels great distances is NOT the way to grow the sport. Pickleball is a very loud sport. Every time the plastic ball hits the paddle it makes a very loud POCK sound that can be heard from very far away. In our neighborhood, I believe that noise is loud enough to be heard a quarter mile away. To support that claim, we can tell you that at times we can hear entire conversations from people in hot tubs across the 6th hole. I recently overhead a conversation between the construction workers at work on this home at 132 Adam's Ranch Road….and they were not shouting!

We implore the DRB to reject this variance application to preserve the quiet peaceful environment that attracted all of us to choose to live here. If the applicant would like to play the game, we encourage them to join the Telluride Racquet Club where there are 4 pickleball courts and lots of people to play with.

Thank you for your attention to this matter,

Lisa and John Baccich

PS Please send a reply to me acknowledging receipt of this email.

Erin Howe

From: Jeff Buie <jefflbuie@gmail.com>
Sent: Monday, July 7, 2025 2:36 PM
To: planning
Subject: Variance Application for 132 Adam's Ranch Road

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

My name is Jeff Buie and I live at 97 Pennington Place, across the 6th fairway from the applicant at 132 Adam's Ranch Road. I am writing to voice my disapproval of the variance application to install a pickleball court on this property. Noise travels easily from house to house across this fairway and pickleball is a loud sport, a noise me and my neighbors shouldn't be subjected to in our quiet neighborhood. I hope you will reject this variance application.

Jeff Buie
Sent from my iPhone

From: John Elkins
To: ehowe@mtnviilage.org; planning
Subject: Variance request 132 Adam Ranch Road
Date: Monday, July 7, 2025 5:37:07 PM

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

DRB,

My name is John Elkins and I am the owner of 87 Pennington Place. My wife Terry and I were residents of The Madeline Hotel for 5 years and over the past 3 years invested considerable funds to construct our new home.

We were obviously drawn to Pennington Place by the views but also the tranquil environment of this location. We are very concerned at the requested variance for a private pickleball court.

Pickleball is notorious for the irritation the sound of bat on ball creates, we would be much affected by this. I ask the DRB to Google ‘pickleball and noise’ to see the community ire this engenders notwithstanding the number of lawsuits.

I do not believe the application passes the 17.5.16 procedural hurdle of health, safety and welfare. The landscaping and screens will not be an effective enough barrier to the noise pollution created by both the sound referenced above and the precedent this variance sets for future activity requests.

I believe this will be a ‘substantial impairment’ to the current environment we invested in.

I appreciate your consideration of our concerns as this application is reviewed.

Respectfully

From:	Clare Hart
To:	planning; council
Cc:	Greg Baer
Subject:	Pickleball Court Adams Ranch Road
Date:	Monday, July 7, 2025 5:00:00 PM
Attachments:	2025 07 Pickleball Court.docx

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

To: Design Review Board and Mountain Village Town Council

My name is Clare Hart and I live at 93 Pennington Place. My husband, Greg Baer, and I have lived in Mountain Village full-time since 2022 and prior to that we were part-timers since 2008. We have seen a lot of change in our community - some good, some not good - but overall, it we all live in a magical place and celebrate its beauty every day.

I am writing to raise an objection to the request for a Class 4 Variance to install a pickleball court at 132 Adams Ranch Road.

Key reasons for my objection:
1. Property Value. Everyone has read about how annoying the noise from pickleball courts is and how it pits neighbors against neighbors and harms the value of neighborhoods. A few articles to make the point - links below and articles attached. Note: yes, these articles focus on community pickleball courts, but the noise is the issue whether it is 4 people playing or 20.

WSJ - Twack, Pop, Whack...
WSJ - It's Been Awkward.' Pickleball Is Pitting Neighbor Against Neighbor in Noise-Conscious Communities
NYTimes - Shattered Nerves, Sleepless Nights: Pickleball Noise Is Driving Everyone Nuts

2. Mountain Village has pickleball courts - is it necessary to have a private court in the residential setting on Adams Ranch Road?

3. If the lots in Mountain Village were larger - perhaps a minimum of 3 - 5 acres, I may not have an issue with the notion of a pickleball court, but our lots are small, houses are close together and noise travels.
Best regards,
Clare

--
Clare Hart

From: Clare hart
To: planning; council
Cc: Greg Baer
Subject: Re: Pickleball Court Adams Ranch Road
Date: Thursday, July 10, 2025 7:30:31 AM
Attachments: Em9XgAAAAASUVORK5CYII=.png
wQ94xiLxNX6n8wAAAABJRU5ErkJggg==.png
2CXJc4+fpIdP0AAAAAElFTkSuQmCC.png

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

Good morning. Before today's meeting, I want to provide data to support why pickleball is not appropriate for a neighborhood even though tennis may be.

Search Labs | AI Overview
+7

'Pickleball is generally considered louder than tennis, with noise levels often reaching 70 dBA at 100 feet compared to tennis's 40 dBA. While the loudest hits in pickleball can reach 70 dBA, the average noise level during a match is closer to 59 dBA. However, the perception of noise is also influenced by the higher pitch of the pickleball sound compared to the lower pitch of tennis.'

Best regards,
Clare

Sent from my iPhone
Clare Hart
609.509.0037

On Jul 7, 2025, at 4:59 PM, Clare Hart <hart.clare@gmail.com> wrote:

To: Design Review Board and Mountain Village Town Council

My name is Clare Hart and I live at 93 Pennington Place. My husband, Greg Baer, and I have lived in Mountain Village full-time since 2022 and prior to that we were part-timers since 2008. We have seen a lot of change in our community - some good, some not good - but overall, it we all live in a magical place and celebrate its beauty every day.

I am writing to raise an objection to the request for a Class 4 Variance to install a pickleball court at 132 Adams Ranch Road.

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2. Mountain Village has pickleball courts - is it necessary to have a private court in the residential setting on Adams Ranch Road?

3. If the lots in Mountain Village were larger - perhaps a minimum of 3 - 5 acres, I may not have an issue with the notion of a pickleball court, but our lots are small, houses are close together and noise travels.
Best regards,
Clare

--
Clare Hart

<2025 07 Pickleball Court.docx>

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MOUNTAIN VILLAGE, COLORADO APPROVING A VARIANCE FOR THE SITING OF A PICKLEBALL COURT IN THE FRONT YARD OF LOT 705R

RESOLUTION NO. 2025-

WHEREAS, 132 Adam's Ranch Road LLC (the "Owner") is the owner of certain real property described as Lot 705R, Mountain Village, Colorado, Assessor Parcel No. 477905120706, and commonly known as 132 Adams Ranch Road (the "Property"); and

WHEREAS, William Galvin (the "Applicant"), with the Owner's consent, has submitted a request to the Town of Mountain Village (the "Town") for a variance to the siting of pickleball courts (the "Variance Request") from requirements found in the Town's Community Development Code ("CDC"); and

WHEREAS, the Variance Request consists of the materials submitted to the Town, plus all statements, representations, and additional documents of the Applicant and its representatives made or submitted at the public hearings before the DRB and Town Council; and

WHEREAS, the DRB held a public hearing on July 10, 2025, to consider the Variance Request and testimony and comments from the Applicant, Town Staff, and members of the public, and voted ____ to issue a recommendation of approval to Town Council of the Variance Request; and

WHEREAS, the Town Council held a public hearing on July 17, 2025 to consider the Variance Request, the DRB's recommendations, and testimony and comments from the Applicant, Town Staff, and members of the public, and voted _____ to approve this Resolution ("Variance Approval"); and

WHEREAS, the public hearings and meetings to consider the Variance Request were duly noticed and held in accordance with the CDC; and

WHEREAS, the Town Council has considered the criteria set forth in Section 17.4.16 of the CDC and finds that each of the following have been satisfied or will be satisfied upon compliance with the conditions of this Resolution set forth below:

1. The strict development application of the CDC regulations would result in exceptional and undue hardship upon the property owner in the development of property lot because of special circumstances applicable to the lot such as size, shape, topography or other extraordinary or exceptional physical conditions;

2. The variance can be granted without substantial detriment to the public health, safety and welfare;

3. The variance can be granted without substantial impairment of the intent of the CDC;

4. Granting the variance does not constitute a grant of special privilege in excess of that enjoyed by other property owners in the same zoning district, such as without limitation, allowing for a larger home size or building height than those found in the same zone district;

5. Reasonable use of the property is not otherwise available without granting of a variance, and the variance being granted is the minimum necessary to allow for reasonable use;

6. The lot for which the variance is being granted was not created in violation of Town regulations or Colorado State Statutes in effect at the time the lot was created;

7. The variance is not solely based on economic hardship alone; and

8. The proposed variance meets all applicable Town regulations and standards unless a variance is sought for such regulations or standards.

WHEREAS, the Town Council now desires to approve the Variance Request, subject to the terms and conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Mountain Village, Colorado, that:

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

Section 2. Approval. The Town Council hereby approves a variance allowing the siting of a pickleball court in the front yard of Lot 705R, as described in the Variance Request.

Section 3. Conditions. The Variance Approval is subject to the following terms and conditions:

3.1. The variance is specific to the area described in the staff memo and represented in Exhibit A below and is valid only with the 18-month period of that design approval. One 6-month extension of the original design review approval is allowed.

Section 4. Effective Date. This Resolution shall be in full force and effect upon its passage and adoption.

ADOPTED AND APPROVED by the Town of Mountain Village Town Council at a regular public meeting held on July 17, 2025.

TOWN OF MOUNTAIN VILLAGE,
COLORADO

By:_____
Martinique Prohaska, Mayor

ATTEST:

_____
Susan Johnston, Town Clerk

APPROVED AS TO FORM:

_____
David McConaughy, Town Attorney

Exhibit A

[Depiction of Pickleball Area from Memo]

Agenda Item 23

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

TO: Mountain Village Town Council

FROM: Paul Wisor, Town Manager

DATE: July 10, 2025, 2024

RE: **Snowmaking Rate Study**

Executive Summary: SGM recently completed a Snowmaking Rate Study for the Town of Mountain Village to assess the cost of providing potable water for snowmaking to Telluride Ski and Golf (TSG). The study concluded that the Town has been significantly undercharging for snowmaking water, effectively subsidizing this service. SGM recommends increasing the snowmaking water rates to accurately reflect the infrastructure and operational costs incurred by the Town. The proposed rate for pond usage is $9.59 per 1,000 gallons and $10.43 per 1,000 gallons for hydrant usage—representing an increase of approximately 171% over current 2025 rates.

Background

The Town supplies potable water for snowmaking to TSG via shared infrastructure that also supports residential and municipal users. Snowmaking occurs from October through February and places a substantial seasonal burden on the system. From 2020 to 2024, snowmaking accounted for an average of 45% of total annual water demand from the Town's wells.

The 2023 Rate and Tap Fee Study did not account for snowmaking-specific impacts. This new study evaluates the proportionate infrastructure usage, depreciation, and operational costs attributable to snowmaking.

Discussion

SGM analyzed both capital depreciation and operations and maintenance costs to develop a fair snowmaking rate. Two rate alternatives were evaluated:

- Alternative 1 includes the cost of depreciation for water delivery lines.
- Alternative 2 excludes these line depreciation costs.

SGM recommends Alternative 1 as it better captures the full financial impact of snowmaking. The study found that the cost to serve snowmaking, accounting for depreciation, electricity, chlorine, and maintenance, warrants a revised rate of $9.59/1,000 gallons for pond water and $10.43/1,000 gallons for hydrant water.

The current 2025 rates are $3.53 and $3.84 per 1,000 gallons, respectively. The proposed adjustment reflects both historical infrastructure wear and necessary future capital investments.

Financial Impact

Adopting Alternative 1 would generate sufficient revenue to offset TSG's proportional burden on the water system. This would reduce the average monthly water and sewer bill for Mountain Village residential customers by approximately $18.67 per equivalent building unit (EBU), an 8% reduction, by spreading infrastructure costs more equitably. Ski Ranches and Skyfield customers would see similar proportional decreases.

Conclusion

Snowmaking places a disproportionate burden on the Town's water infrastructure. The current rate structure under-recovers the true cost of this service. SGM's Snowmaking Rate Study recommends increasing snowmaking water rates to ensure financial sustainability, promote equity among users, and support future infrastructure investment. Staff recommends adopting Alternative 1 and implementing the proposed rates, with annual inflationary adjustments of 3% going forward.

SNOWMAKING RATE STUDY

TOWN OF MOUNTAIN VILLAGE

DRAFT



Photo from Town of Mountain Village Webpage

July 2025

Prepared by

SGM

118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004
970.945.5948 fax

SNOWMAKING RATE STUDY

TOWN OF MOUNTAIN VILLAGE

PREPARED BY

KIMBERLY RIDDLE

REVIEWED BY

BAILEY LEPPEK, PE

SGM PROJECT # 007.06.16 PH. 07

FILE PATH: I:\DURANGO\007-06 TMV\2022\016-RATE STUDY\E-REPORTS\SGM

Table of Contents

1.0 Executive Summary 3
2.0 Introduction 4
2.1 Purpose 4
2.2 Background 4
3.0 Current Snowmaking Rates 4
3.1 Snowmaking Rate Comparison 6
4.0 Snowmaking Rate Study 7
4.1 Summary of Snowmaking Infrastructure 7
4.2 Snowmaking Impact on Existing Infrastructure 8
4.3 Capital & Depreciation Costs 9
4.3.1 Infrastructure Lifespan 9
4.3.2 Present-Day Snowmaking Infrastructure Costs 10
4.3.3 Future Snowmaking Infrastructure Costs 12
4.3.4 Infrastructure Depreciation Summary 13
4.4 Operations & Maintenance Costs 16
4.5 Proposed Snowmaking Rates 17
4.5.1 Alternative 1: With Water Line Depreciation 17
4.5.2 Alternative 2: Without Water Line Depreciation 19
5.0 Conclusions 21

Table of Tables

Table 3-1. Town's Snowmaking Rates from 2022-2025 5
Table 3-2. Inflation Assumptions 5
Table 4-1. Total Well Pumping and Snowmaking Usage for 2020-2024 8
Table 4-2. Summary of Snowmaking Infrastructure Estimated Service Lives 10
Table 4-3. Present Day Replacement Costs for Infrastructure Associated with Snowmaking 10
Table 4-4. Present and Future Replacement Costs for Water Infrastructure Associated with Snowmaking 13
Table 4-5. Alternative 1 Annual Depreciation Costs Attributable to Snowmaking Considering Full-Service Life and Remaining Service Life 14
Table 4-6. Alternative 2 Annual Depreciation Costs Attributable to Snowmaking Considering Full-Service Life and Remaining Service Life 15
Table 4-7. Total Operating Costs for Infrastructure Associated with Snowmaking (2020-2024) 16
Table 4-8. Operating Costs Attributable to Snowmaking for Infrastructure Associated with Snowmaking 16
Table 4-9. Alternative 1 Annual Snowmaking Rates Based on Costs and Usage 17
Table 4-10. Alternative 2 Annual Snowmaking Rates Based on Costs and Usage 19

Table of Figures

Figure 3-1: Updated Inflation Rate Analysis through February 2025 6
Figure 4-1. Alternative 1 Proposed Rate Increases for Snowmaking Through 2030 18
Figure 4-2. Alternative 2 Proposed Rate Increases for Snowmaking Through 2030 20

1.0 Executive Summary

Town of Mountain Village (the Town) is a municipality in San Miguel County located just southwest of Telluride, Colorado. In addition to providing water service to residents of Town of Mountain Village and the Ski Ranches and Skyfield subdivisions, the Town provides potable water for snowmaking to Telluride Ski and Golf (TSG).

The purpose of this report is to recommend an appropriate rate or usage fee for potable water deliveries for snowmaking. Snowmaking, which takes place from October through February, places a substantial burden on a portion of the Town's water infrastructure. This infrastructure is shared between domestic use and snowmaking, and the high demands of snowmaking during these months necessitate a careful analysis of its impact on the system. The Town has been subsidizing the cost of snowmaking in recent years with existing snowmaking rates being far lower than the cost to maintain snowmaking infrastructure and deliver water for snowmaking.

The report examines the total usage, depreciation, and operating costs of key water infrastructure which has shared usage for municipal and snowmaking demands, then determines the pro rata impact on that shared infrastructure attributable solely to snowmaking. The analysis found that, on average, snowmaking carries 45% of the total annual burden of the involved infrastructure. This percentage reflects both the direct consumption of water and the average associated wear and tear on the portions of the system used for snowmaking.

To calculate the appropriate rate, future replacement costs and estimated service lives for the infrastructure used for snowmaking were considered to determine annual depreciation. Additionally, operating costs for the system—provided by Town Staff—were analyzed, and the pro rata share attributable to snowmaking was used to assess its operating costs for snowmaking.

Based on the average annual usage and snowmaking costs over the past five years, the recommended snowmaking rate is $9.59 per 1,000 gallons for pond usage and $10.43 per 1,000 gallons for hydrant usage. This represents a 171% increase from the current 2025 rate of $3.52 and $3.84 per 1,000 gallons, respectively, reflecting the rising costs of maintaining and replacing the infrastructure required to support snowmaking.

2.0 Introduction

2.1 Purpose

Most water and sewer entities are experiencing rising administrative and operations and maintenance (O&M) costs. Furthermore, they face challenges with generating the revenue needed to make significant infrastructure investments to:

- Replace aging buried assets (especially water and sewer lines) and other facilities and equipment to minimize emergency failures and service interruptions.
- Upgrade facilities (such as water and wastewater treatment facilities) to replace aging assets and meet new regulatory requirements.
- System improvements that increase service reliability, operational flexibility or efficiency and control costs over the long term.

Colorado ski towns face the unique challenge of supplying water not only for traditional uses but also for snowmaking, which places heavy demands on water infrastructure, typically from October to February. This rate study aims to assess the infrastructure involved, the impact of snowmaking on the Town's system, and determine appropriate snowmaking rates to cover the costs of that increased demand.

2.2 Background

The Town is a municipality in San Miguel County located just southwest of Telluride, Colorado. The Town provides water service to residents of Town of Mountain Village, as well as the Ski Ranches and Skyfield subdivisions. SGM completed a thorough rate and tap fee study for municipal customers of the Town in November 2023. A complete description of the Town's domestic water and sewer system can be found in the 2023 Rate and Tap Fee Study in **Attachment A**. The 2023 Rate and Tap Fee Study was intended for municipal customers only, and did not analyze other components, such as additional burden on the system from snowmaking.

The Town provides snowmaking water for Telluride Ski and Golf (TSG). The water is pumped by the Town's San Miguel Pump Station, which is fed by two wells—Well No. 9 and Well No. 10. The water is pumped over the mountain to the largest storage tank, the Wapiti Tank. From there, the water is distributed to the Mountain Village domestic water system and the snowmaking ponds. TSG also uses the Town's metered hydrants for snowmaking. The focus of this report is to analyze the infrastructure and impact of snowmaking to ensure snowmaking rates appropriately reflect its impact on the system and cost to the Town to produce and distribute.

3.0 Current Snowmaking Rates

TSG is charged a separate rate for metered hydrant use and for the snowmaking pond water. As of 2025, the Town charges $3.53 per 1,000 gallons for snowmaking pond water

and $3.84 per 1,000 gallons for hydrant use. A summary of the recent and current snowmaking rates is shown in **Table 3-1**.

Table 3-1. Town's Snowmaking Rates from 2022-2025

Year	Snowmaking Rate Charged per 1,000 Gallons		
	Pond Use	Hydrant Use	Rate Increase (%)
2022	$3.22	$3.50	-
2023	$3.22	$3.50	-
2024	$3.37	$3.67	4.76%
2025	$3.53	$3.84	4.76%

Snowmaking rate increases from 2024 and 2025 (**Table 3-1**) were based on the recommendations for rate increases across all municipal users from the SGM's 2023 Rate and Tap Fee Study (**Attachment A**).

After SGM's 2023 Rate and Tap Fee Study, a standard increase of 4.76% per year through 2026 was approved and applied across all rate users. These proposed adjustments were based on the 3-year short term average and 10-year long term average increase in consumer price index for the Western United States at the time of the 2023 Rate and Tap Fee Study (2020-2022 and 2013-2022, respectively). The inflation rates approved in 2023 for future rate increases are shown in **Table 3-2** below.

Table 3-2. Inflation Assumptions

Year	Inflation	Explanation
2024	2.81%	Actual CPI for Western US in 2024 and start of 2025
2025	2.50%	
2026	4.76%	Assumption from 2023 Rate and Tap Fee Study, based on average increase in CPI in Western US between 2020-2022[1]
2027 on	3.00%	3.0% = Average increase in consumer price index in Western US over 12 years (2013-2025)[2]

Notes:

1) SGM confirmed the 3-year average CPI for the Western US, projected at 4.76% (2020–2022) in the 2023 Rate and Tap Fee Study, remains a valid assumption as of early 2025 (**Figure 3-1**).

2) The 2024 and 2025 CPI values indicate CPI is stabilizing towards the long-term trend of 3.0% after a few years of higher short-term increases. Therefore, the long-term projection of 3.0% inflation from 2027 onward from the 2023 Rate and Tap Fee Study was used for this analysis.

As shown in **Figure 3-1**, SGM updated the inflation analysis through February 2025 and verified the inflation assumptions from the 2023 Rate and Tap Fee Study (**Table 3-2**) are still appropriate. SGM used rolling 12-month periods starting in March of a given year and ending in February (through February 2025). This approach ensures consistency across

years, mitigates bias from partial-year data, and reflects the latest inflation trends. The resulting 3-year average of 4.74% closely aligns with the original estimate.

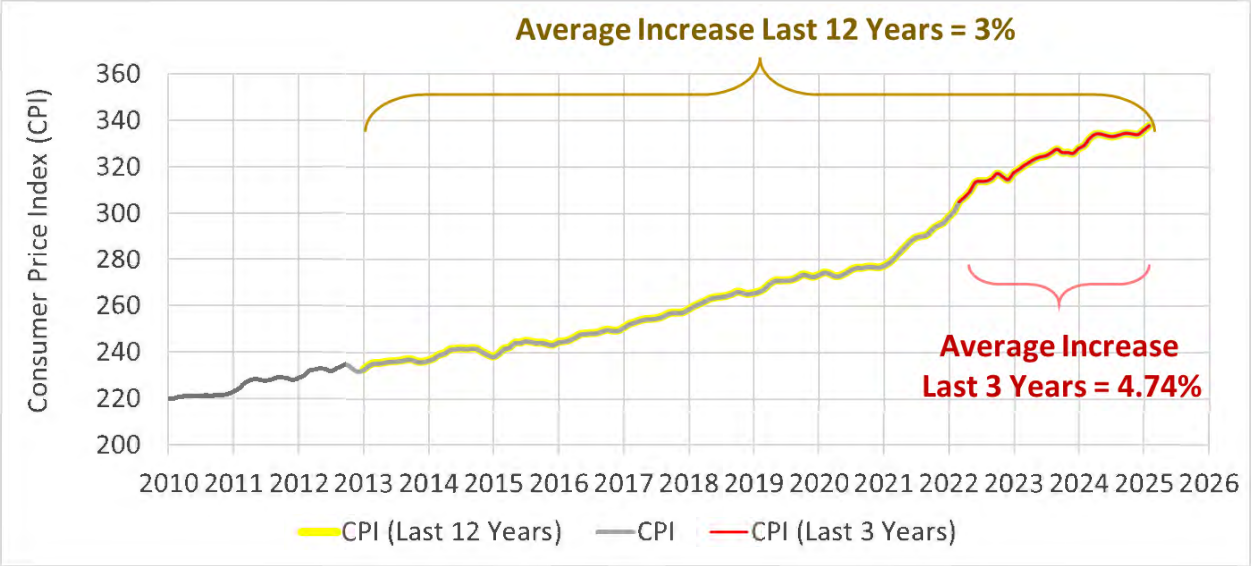


Figure 3-1: Updated Inflation Rate Analysis through February 2025

Hydrant snowmaking rates are currently 8.7% higher than snowmaking pond use rates. To simplify the analysis while also ensuring the revised snowmaking rates incorporate hydrants, hydrant usage was combined with pond usage when comparing the overall impact of snowmaking on the system. Once a representative snowmaking rate was calculated, the 8.7% increase over pond rates was maintained to determine what should be charged for hydrant usage.

After adjusting the snowmaking rates per the findings of this snowmaking rate analysis, SGM advises continuing to implement annual rate increases based on inflation, as projected in **Table 3-2** across all customer types, including snowmaking. Therefore, the Town should adjust its rates annually by 3.0% (or actual annual inflation) unless an updated rate study recommends otherwise.

3.1 Snowmaking Rate Comparison

SGM reached out to eight other municipal water providers for ski town resorts on the western slope of Colorado to prepare a comparison of snowmaking rates to understand the possible public perception of the Town's current rates. Unfortunately, only one of these water providers, The City of Steamboat Springs, was willing and able to provide SGM with its snowmaking rates. The City of Steamboat Springs will occasionally provide potable snowmaking water to one of the Steamboat mountains at a rate of $8.02 per 1,000 gallons.

4.0 Snowmaking Rate Study

To determine the appropriate rates for snowmaking, SGM evaluated the infrastructure involved, the total usage and gallons pumped specifically for snowmaking, and the associated costs of treatment and distribution. By analyzing these elements, we can ensure the proposed rates reflect the true impact of snowmaking on the system and fairly allocate costs in a system that is used for both snowmaking and other uses.

4.1 Summary of Snowmaking Infrastructure

This study analyzes the Town's largest wholesale infrastructure involved with snowmaking. Wholesale infrastructure is defined as the infrastructure which the entire customer base relies upon for water service.

What Is Included:

- Tanks
  - There is one two-million-gallon tank used with snowmaking, known as the Wapiti Tank.
- Pump Stations
  - There is one pump station used for delivering snowmaking water, known as the San Miguel Pump Station.
- Wells
  - There are two wells that feed into the San Miguel Pump Station, known as "Well No. 9" and "Well No. 10".
- Chlorine Buildings
  - There is one chlorine building to treat the water for the San Miguel Pump Station.
- Main Snowmaking Delivery Lines
  - Only the primary 12" and 6" lines that transport water from the pump station to the snowmaking pond are included.

What Is Not Included:

- Portions of the Town's potable water system which are *not* shared for snowmaking, including:
  - Other tanks besides the Wapiti Tank,
  - Other pump stations besides the San Miguel Pump Station,
  - Other wells besides Well Nos. 9 and 10, and
  - Other chlorine buildings besides the San Miguel Pump Station chlorine building.
- Water service lines that serve snowmaking directly from the pond or elsewhere. These are defined as retail infrastructure.

- TSG's water infrastructure.

4.2 Snowmaking Impact on Existing Infrastructure

The Town uses the same infrastructure for both the domestic water system and snowmaking. Therefore, to accurately determine appropriate snowmaking rates, it is essential to first assess the proportional impact of snowmaking on this shared infrastructure.

To assess the impact on the shared infrastructure from snowmaking demands compared with municipal demands, the total gallons pumped from Well No. 9 and Well No. 10 over the last five years (2020-2024) were compared to snowmaking deliveries.

As discussed in **Section 3.0**, the Town currently charges separate rates for snowmaking usage from hydrants and from pond usage. For this analysis, the pond and hydrant demands for snowmaking were combined when estimating the impact of snowmaking on the water system, because both pond and hydrant deliveries use the same shared infrastructure (wells, pump station, chlorine building, and tank).

Table 4-1 below summarizes the total gallons pumped from Wells No. 9 and No. 10, total snowmaking deliveries, and the percentage of total diversions attributable to snowmaking from 2020-2024.

Table 4-1. Total Well Pumping and Snowmaking Usage for 2020-2024

Year	Total Well Pumping	Well Pumping Allocated to Snowmaking			% Snowmaking of Total
		Pond Fill	*Hydrants*	*Total Snowmaking*	
	[gal]	[gal]	[gal]	[gal]	[%]
2020	186.9 M	79.6 M	2.35 M	82.0 M	44%
2021	185.3 M	87.5 M	1.41 M	88.9 M	48%
2022	229.9 M	92.0 M	4.43 M	96.4 M	42%
2023	207.4 M	109.0 M	5.56 M	114.6 M	55%
2024	236.7 M	76.1 M	6.86 M	83.0 M	35%
Average % of Use Attributed to Snowmaking					**45%**

Throughout the snowmaking rate analysis, the snowmaking pro-rata share of **capital & depreciation costs** was determined based on the average percentage of use attributable to snowmaking. The average percentage of use attributable to snowmaking over the last five years (45%) was applied in this analysis to *projected* annual costs, such as infrastructure depreciation, and planned capital projects

However, the snowmaking pro-rata share of **operations and maintenance costs** was determined based on the annual percentage of use attributable to snowmaking for each year applied to historical costs for that year. When assessing the snowmaking contribution to *actual* annual operations and maintenance costs such as electricity, chlorine, and pump and motor repairs, the respective annual contribution to snowmaking

for each year was used (e.g., 55% of the electrical and chlorine costs in 2023 were attributable to snowmaking).

4.3 Capital & Depreciation Costs

Capital costs are one-time expenses for building or upgrading infrastructure, such as wells, pump stations, and tanks. Depreciation costs represent the gradual loss of value of capital assets (like the wells, pump stations, and tanks) over time due to wear and tear, aging, or obsolescence. Although depreciation is a non-cash expense, it is important for financial planning because it accounts for the eventual need to repair or replace infrastructure. In essence: depreciation spreads the cost of a capital asset over its useful life and helps utilities plan for long-term reinvestment.

Estimating infrastructure depreciation involves considering several factors, including the expected useful life of the infrastructure, the remaining lifespan of existing infrastructure, and future replacement costs. These elements help determine how much value the infrastructure loses over time and ensure accurate long-term financial planning for replacements and upgrades. For this analysis, an incremental approach was used, calculating annual depreciation based on projected replacement dates and future replacement costs. This method considers that replacement costs will be higher in the future due to the time value of money. Since much of the Town's infrastructure is approaching the midpoint of its expected service life, using initial asset values to estimate replacement costs would result in an underestimate of the savings needed to replace assets at the end of their useful service lives.

4.3.1 Infrastructure Lifespan

SGM completed a Capital Reserve Study in September 2024, included as **Attachment A**. This study assessed the Town's existing water infrastructure for approximate date of installation, estimated service life, estimated useful life remaining, recommended replacement schedule, 2024 dollar replacement cost, and future replacement cost. For more information on the methodology used to estimate costs and useful service lives, refer to **Attachment A**.

Table 4-2 documents the installation dates, estimated remaining service lives, and replacement schedule for the infrastructure associated with snowmaking.

Table 4-2. Summary of Snowmaking Infrastructure Estimated Service Lives

Infrastructure Associated with Snowmaking	Quantity	Installed	Approximate Age	Estimated Service Life	Life Remaining	Replacement Schedule (Max Estimated Service Life)	
	#	*approx. date*	*years*	*years*	*%*	*year*	*time-frame*
Tank	1	1986	39	75	48%	2061	Within 36 years
Pump	1	1986-1996	39	53-80	26 to 51%	2056-2066	Within 41 years
Well	2	1986-1996	39	50-75	22 to 48%	2051-2061	Within 36 years
Chlorine Building	1	1986-1996	39	40	3 to 28%	2026-2036	Within 11 years
6” Water Delivery Lines	843 Linear Feet	1986-1996	39	60	35%	2046	Within 21 years
12” Water Delivery Lines	11,987 Linear Feet	1986-1996	39	60	35%	2046	Within 21 years

4.3.2 Present-Day Snowmaking Infrastructure Costs

Water infrastructure estimated replacement costs, calculated in **Attachment A**, were updated to 2025 dollars using actual CPI in the Western U.S. for 2024 and 2025. Inflation assumptions are provided in **Table 3-2**.

Table 4-3 summarizes the present-day replacement costs for the infrastructure associated with snowmaking.

Table 4-3. Present Day Replacement Costs for Infrastructure Associated with Snowmaking

System Component	Quantity	Cost in 2025 Dollars
Tanks	1 CT (2 million gallons)	$11.5 M
Pumps	1 CT	$0.53 M
Wells	2 CT	$0.35 M
Chlorine Buildings	1 CT	$2.05 M
6” Water Delivery Lines	843 LF	$0.54 M
12” Water Delivery Lines	11,987 LF	$8.21 M
Total		**$23.2 M**

Note: CT = Count, LF = Linear Feet

A more detailed description regarding the cost of associated infrastructure is provided below[1].

Tank and Pump Costs

Costs associated with tank and pump station infrastructure were estimated in 2023 dollars for 2023 Rate and Tap Fee Study (**Attachment A)** by SGM's municipal and water/wastewater treatment teams, which regularly design and estimate costs for similar systems. Costs were updated to 2025 dollars using the 2024 and 2025 CPI values listed in **Table 3-2**.

SGM estimated the replacement cost for the Wapiti Tank would be $10.9 Million in 2023 dollars ($5.45 per gallon for a 2 Million gallon tank). When converted to 2025 dollars, the replacement cost for the Wapiti Tank is estimated at $11.5 Million.

SGM estimated the replacement cost for the San Miguel Pump Station would be $0.50 Million in 2023 dollars. When converted to 2025 dollars, the replacement cost for the pump station was estimated at $0.53 Million.

Well Costs

The well replacement costs were estimated to be $170,000 per well in 2024 dollars for the 2024 Capital Reserve Study (**Attachment A)**. This price included:

- Drilling an exploratory replacement well
- Completing the well with casing
- Water quality and quantity testing
- A well pump, motor, and connection
- Controls and electrical connection, and
- Construction labor and engineering design costs

The present-day cost (2025 dollars) for the two wells associated with the snowmaking infrastructure would be approximately $0.35 Million combined.

Water Delivery Line Costs

The water line costs were estimated in the 2023 Rate and Tap Fee Study (**Attachment A**) and are based on a 2023 construction bid for water line replacements outside of Aspen, Colorado. These water line costs were also used for the 2024 Capital Reserve Study (**Attachment A)**. Costs for this analysis were updated to 2025 dollars using the 2024 and 2025 CPI values listed in **Table 3-2**.

[1] While SGM can provide reasonable estimates of cost, SGM has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over-competitive bidding or market conditions, SGM cannot and does not guarantee that actual construction cost will not vary from the cost estimates listed herein.

Chlorine Building Costs

Chlorine building replacement costs were estimated to be $2.0 Million per unit in 2024 dollars for the 2024 Capital Reserve Study (**Attachment A)**. This price included:

- The actual building, with approximate size of 650 square feet and a cost of $1,400 per square foot
- Magnetic Flow Meters: 4 count
- Pressure Transmitters: 4 count
- Pressure Gauges: 4 count
- Well Service Air Valves: 4 count
- Variable Frequency Drives (VFDs): 4 count
- Chlorine Analyzers: 1 count
- Process Piping and Valving
- Pipe Supports
- 15% installation fee including site/civil work, control panels, integration, electrical service, bonds, insurance, contingency, and engineering.

The present-day cost (2025 dollars) for the one chlorine building associated with snowmaking infrastructure would be approximately $2.05 Million.

4.3.3 Future Snowmaking Infrastructure Costs

Present-day replacement costs were projected long-term using the inflation assumptions provided in **Table 3-2**. Future replacement costs were estimated for the latest projected year of replacement for each infrastructure type as listed in **Table 4-2**. The anticipated future replacement costs are summarized in **Table 4-4** below.

Table 4-4. Present and Future Replacement Costs for Water Infrastructure Associated with Snowmaking

System Component	Quantity	Cost in 2025 Dollars	Remaining Service Life (Approx. years)	Asset Value at Estimated End of Service Life	
Tank	1 tank 2 million gallons	$11.5 M	36	$33.8 M	2061 dollars
Pump Station	1 CT	$0.53 M	41	$1.80 M	2066 dollars
Pump Station Capital Projects (2025 – 2026)	N/A	$1.75 M	41	$5.95 M	2066 dollars
Wells	2 CT	$0.35 M	36	$1.03 M	2061 dollars
Chlorine Building	1 CT	$2.05 M	11	$2.88 M	2036 dollars
6” Water Delivery Line	843 LF	$0.54 M	21	$1.02 M	2056 dollars
12” Water Delivery Line	11,987 LF	$8.21 M	21	$15.47 M	2056 dollars

Pump station capital projects planned in 2025 and 2026 (provided by Town Staff) were incorporated into the depreciation of the remaining lifespan of the pump station by projecting out the future asset value of the improvements. These costs are included in **Table 4-4**. Capital projects help to maximize the chances of infrastructure lasting throughout the entirety of the average service life and are therefore considered in this depreciation analysis.

4.3.4 Infrastructure Depreciation Summary

Most of the Town's infrastructure was installed between 1986 and 1996 and is now approaching the halfway point of its expected useful lifespan. Depreciation is calculated by dividing the current or future asset value by the total anticipated service life of the infrastructure. In this analysis, we used the future asset value to account for the increasing time value of money.

In estimating depreciation for infrastructure replacement, two methods were considered: the full-service life method and the remaining service life method. The full-service life method calculates depreciation based on the entire expected lifespan of the asset,

assuming it is new. While this method is straightforward, it becomes less accurate for infrastructure that is already partially through its lifespan. For example, if an asset is halfway through its life, using the full-service life would result in a depreciation estimate that is too low, as it doesn't account for the fact that significant replacement costs need to be saved for a shorter remaining lifespan. On the other hand, the remaining service life method calculates depreciation based on the time left until replacement, meaning depreciation is spread over only the remaining years of the asset's life. While the remaining service life method more accurately reflects the urgency of saving for replacement, it can lead to a significant increase in rates, since the savings must be accumulated over a shorter period than if calculated over the asset's full life. Furthermore, the remaining service life method overlooks that past savings have been accumulated to offset depreciation.

To strike a balance between these two extremes, SGM averaged the annual depreciation values derived from both methods. This approach allows the Town to set rates that are high enough to save adequately for future infrastructure replacements, while also avoiding the sharp rate increases that would result from using only the remaining service life method. Averaging the depreciation values acknowledges savings have already been accumulated due to the asset's age, while also ensuring that sufficient funds will be set aside to cover the remaining replacement costs. Averaging the depreciation costs between the two methods is a compromise that helps to smooth out steep rate increases while also ensuring the Town is adequately saving for future replacement costs, providing a more sustainable path forward for both the Town and TSG.

After calculating the annual depreciation values for both methods for the infrastructure listed in **Table 4-4**, SGM applied the 45% average annual burden attributed to snowmaking to estimate the portion of depreciation specifically related to snowmaking (from **Table 4-1**).

SGM developed two snowmaking rate alternatives. Alternative 1 factors in depreciation of the 6" and 12" lines that deliver water over the mountain to the snowmaking pond. Alternative 2 excludes depreciation of the water delivery lines.

Table 4-5 shows the annual depreciation costs for Alternative 1 attributable to snowmaking (for all the infrastructure listed in **Table 4-4**) using the full-service life and remaining service life methods, as well as the average between the full and remaining service life methods.

Table 4-5. Alternative 1 Annual Depreciation Costs Attributable to Snowmaking Considering Full-Service Life and Remaining Service Life

	Full Service Life Depreciation	Remaining Service Life Depreciation	Average Between Full and Remaining Service Life
Annual Depreciation Attributable to Snowmaking	$407 K	$988 K	$697 K

As shown in **Table 4-5**, the average annual cost of depreciation attributable to snowmaking—between the full-service life and remaining service life methods for the involved infrastructure—is almost $700 thousand dollars per year.

Table 4-6 shows the annual depreciation costs for Alternative 2 attributable to snowmaking (for the infrastructure listed in **Table 4-4,** excluding water lines) using the full-service life and remaining service life methods, as well as the average between the full and remaining service life methods.

Table 4-6. Alternative 2 Annual Depreciation Costs Attributable to Snowmaking Considering Full-Service Life and Remaining Service Life

	Full Service Life Depreciation	Remaining Service Life Depreciation	Average Between Full and Remaining Service Life
Annual Depreciation Attributable to Snowmaking	$284 K	$636 K	$460 K

As shown in **Table 4-6**, the average annual cost of depreciation attributable to snowmaking in Alternative 2—between the full-service life and remaining service life methods for the involved infrastructure—is almost half a million dollars per year.

4.4 Operations & Maintenance Costs

Operations & maintenance costs (or operating costs) are ongoing expenses required to keep the utility running day to day and include expenses related to electricity, labor, materials, routine repairs, and other similar costs. Town Staff provided electrical cost data for snowmaking infrastructure from the past five years (2020-2024). Additionally, Staff shared information on chlorine costs, which are set at $0.076 per 1,000 gallons, and pump and motor repair costs. A summary of the total operating costs provided for the past five years for infrastructure related to snowmaking is provided in **Table 4-7** below.

Table 4-7. Total Operating Costs for Infrastructure Associated with Snowmaking (2020-2024)

Year	Motor/Pump Repair	Chlorine Costs *$0.076 per 1000 gal*	Electrical Costs	Total Operating Costs
2020	$- K	$14.2 K	$255 K	$269 K
2021	$- K	$14.1 K	$234 K	$249 K
2022	$5.23 K	$17.5 K	$296 K	$318 K
2023	$6.68 K	$15.8 K	$290 K	$312 K
2024	$11.4 K	$18.0 K	$263 K	$292 K

As discussed in **Section 4.2**, when assessing snowmaking's contribution to operating costs, the respective annual contribution to snowmaking for each year (**Table 4-1**) was used instead (e.g. 55% of the electrical and chlorine costs in 2023 were attributable to snowmaking). The total operating costs attributable to snowmaking are shown in **Table 4-8** below.

Table 4-8. Operating Costs Attributable to Snowmaking for Infrastructure Associated with Snowmaking

Year	Snowmaking Motor/Pump Repair	Snowmaking Chlorine Costs *$0.076 per 1000 gal*	Snowmaking Electrical Costs	Total Snowmaking Operating Costs	Total Snowmaking Operating Costs (2025 Dollars)
2020	$- K	$6.23 K	$112 K	$118 K	$146 K
2021	$- K	$6.76 K	$113 K	$119 K	$142 K
2022	$2.19 K	$7.33 K	$124 K	$133 K	$147 K
2023	$3.69 K	$8.71 K	$160 K	$173 K	$182 K
2024	$3.98 K	$6.31 K	$92.0 K	$102 K	$105 K

4.5 Proposed Snowmaking Rates

To determine appropriate snowmaking rates, total costs attributable to snowmaking—such as operating costs and depreciation—were divided by the annual snowmaking deliveries to calculate a cost per gallon. The average cost per thousand gallons over the past five years (adjusted to 2025 dollars using historical annual CPI in the Western U.S.) was then calculated to set the proposed rate per thousand gallons, which aligns with the Town's current billing structure. These rates represent the amount that should be charged for snowmaking to adequately cover its impact on the water system. Long-term, SGM recommends applying the same rate increases across the board for all customer types as discussed in **Section 3.0**.

Two alternatives were analyzed for the suggested snowmaking rates: Alternative 1 includes the cost of the depreciation associated with the main water lines used to deliver water to the snowmaking pond, and Alternative 2 excludes depreciation from the water lines.

It is important to note that both alternatives solely analyze the pond usage billing rates, while the original billing structure for hydrant usage (with hydrant usage being 8.7% higher than pond usage) was maintained for the simplicity of this analysis. If hydrant usage was to be analyzed in the same detail, the cost would likely be substantially higher due to the nature of the complexity of the hydrant system and amount of infrastructure involved (including additional water lines and the hydrants themselves).

4.5.1 Alternative 1: With Water Line Depreciation

A summary of the annual costs, deliveries, and associated rates for Alternative 1, which includes depreciation for the main water lines that transport water to the snowmaking pond, is shown in **Table 4-9** below.

Table 4-9. Alternative 1 Annual Snowmaking Rates Based on Costs and Usage

Year	Snowmaking Water Deliveries (Gallons)	Snowmaking Costs ($2025 Dollar)			Snowmaking Suggested Rate per 1,000 Gallons ($2025 Dollar)	
		Snowmaking Operating Costs ($2025 Dollar)	Annual Snowmaking Depreciation	Total Snowmaking Costs	Suggested Rate for Pond Usage	Suggested Rate for Hydrant Usage
2020	79.6 M	$146 K	$697 K	$844 K	$10.59	$11.52
2021	87.5 M	$142 K	$697 K	$839 K	$9.58	$10.42
2022	92.0 M	$147 K	$697 K	$844 K	$9.17	$9.97
2023	109 M	$182 K	$697 K	$879 K	$8.06	$8.77
2024	76.1 M	$105 K	$697 K	$802 K	$10.54	$11.46
				Average	**$9.59**	**$10.43**

The snowmaking rates associated with Alternative 1, which includes depreciation of the primary delivery water lines, are $9.59 per 1,000 gallons for pond usage and $10.43 per

1,000 gallons for hydrant usage. These rates utilize the average of the full and remaining service lives of snowmaking infrastructure for depreciation. If the remaining service life was used instead of the average, the water rates for pond and hydrant usage would be $12.91 and $14.03 per 1,000 gallons, respectively.

An example of applied rate increases for snowmaking for Alternative 1 is illustrated in **Figure 4-1** below.

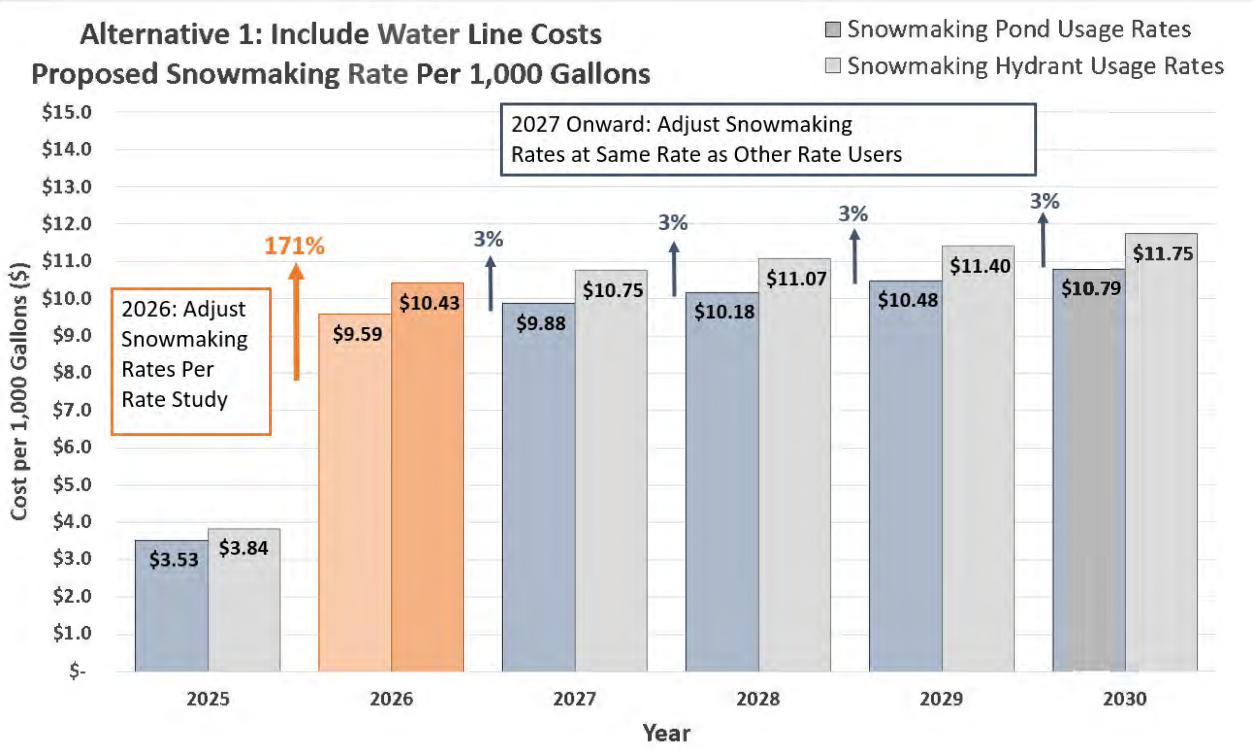


Figure 4-1. Alternative 1 Proposed Rate Increases for Snowmaking Through 2030

As portrayed in **Figure 4-1,** the proposed rate for snowmaking in Alternative 1 would nearly triple in 2026, and would thereafter have the same rate increases as other rate users to keep up with long-term inflation trends. The inclusion of the water delivery lines in the infrastructure depreciation substantially increases the current snowmaking rates; the rates in Alternative 1 more accurately reflect the actual burden from snowmaking on the Town's water infrastructure compared to Alternative 2.

Impact on 2024 Reserve Study

The 2024 Capital Reserve Study (**Attachment A**) found in order to replace and upgrade the Town's water and wastewater systems, the Town should expect to spend roughly $227 Million over the next 40 years, which would could be funded by an average monthly water and sewer bill increase of $239 per month per equivalent building unit (EBU).

The 2024 Capital Reserve Study factored in total future replacement costs for the entirety of the Town's wholesale infrastructure, which includes part of the snowmaking infrastructure. The snowmaking rates factor in TSG's fair share of capital depreciation (45% of snowmaking infrastructure depreciation). With the Alternative 1 snowmaking rate income factored into the capital reserve study, the monthly savings needed from water

users in Mountain Village reduces by $18.67 per month per EBU. In other words, setting snowmaking rates such that TSG pays for its share of infrastructure depreciation allows for an 8% decrease in monthly water and sewer bill for Town of Mountain Village customers. Monthly bills for Skyfield and Ski Ranches customers would also decrease proportionately.

4.5.2 Alternative 2: Without Water Line Depreciation

A summary of the annual costs, deliveries, and associated rates for Alternative 2, which excludes the main water lines from depreciation, is shown in **Table 4-10** below.

Table 4-10. Alternative 2 Annual Snowmaking Rates Based on Costs and Usage

Year	Snowmaking Water Deliveries (Gallons)	Snowmaking Costs ($2025 Dollar)			Snowmaking Suggested Rate per 1,000 Gallons ($2025 Dollar)	
		Snowmaking Operating Costs ($2025 Dollar)	Annual Snowmaking Depreciation	Total Snowmaking Costs	Suggested Rate for Pond Usage	Suggested Rate for Hydrant Usage
2020	79.6 M	$146 K	$460 K	$606 K	$7.61	$8.27
2021	87.5 M	$142 K	$460 K	$601 K	$6.87	$7.47
2022	92.0 M	$147 K	$460 K	$606 K	$6.59	$7.16
2023	109 M	$182 K	$460 K	$642 K	$5.88	$6.40
2024	76.1 M	$105 K	$460 K	$564 K	$7.42	$8.06
				Average	**$6.87**	**$7.47**

The snowmaking rates associated with Alternative 2, which does not include depreciation for the primary delivery water line, are $6.87 per 1,000 gallons for pond usage and $7.47 per 1,000 gallons for hydrant usage. These rates utilize the average of the full and remaining service lives of snowmaking infrastructure for depreciation. If the remaining service life was used instead of the average, the water rates for pond and hydrant usage would be $8.89 and $9.66 per 1,000 gallons, respectively.

An example of applied rate increases for snowmaking for Alternative 2 is illustrated in **Figure 4-2** below.

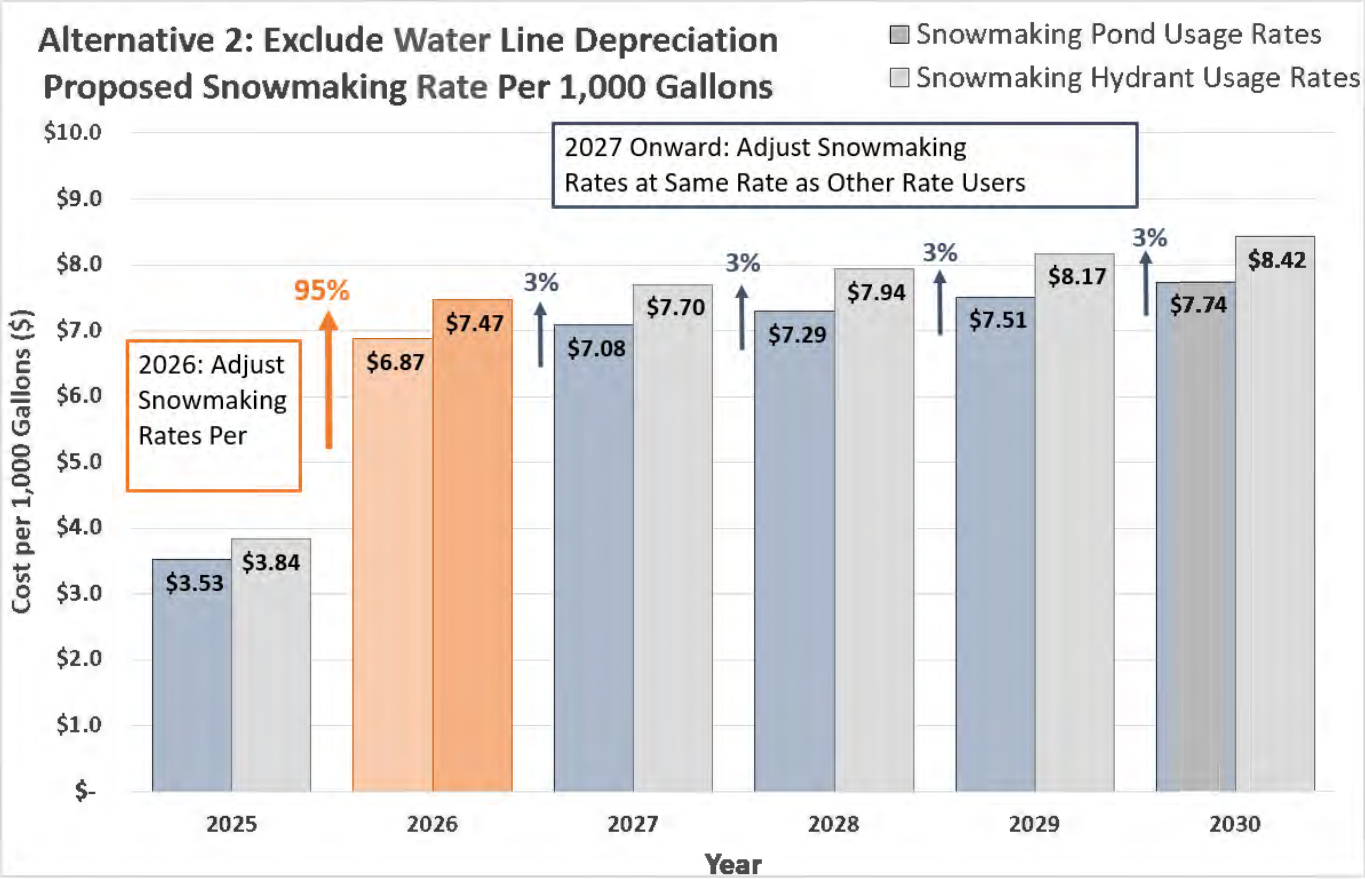


Figure 4-2. Alternative 2 Proposed Rate Increases for Snowmaking Through 2030

As portrayed in **Figure 4-2,** the proposed rate for snowmaking would nearly double in 2026, and would thereafter have the same rate increases as other rate users in keeping up with long-term inflation trends.

Impact on 2024 Reserve Study

The 2024 Capital Reserve Study (**Attachment A**) factored in total future replacement costs for the entirety of the Town's wholesale infrastructure, which includes part of the snowmaking infrastructure. The snowmaking rates factor in TSG's fair share of capital depreciation (45% of snowmaking infrastructure depreciation). With the Alternative 2 snowmaking rate income factored into the capital reserve study, the monthly savings needed to be supplemented by water users in Mountain Village reduces by $12.30 per month per EBU. This is equivalent to a 5% decrease in monthly water and sewer bill for Town of Mountain Village customers (from the $239 per month originally proposed in the 2024 Capital Reserve Study). Monthly bills for Skyfield and Ski Ranches customers would also decrease proportionately.

5.0 Conclusions

Snowmaking places a significant burden on the Town's water infrastructure, which serves both municipal and snowmaking needs. The Town has been subsidizing the high cost of snowmaking water delivery and infrastructure maintenance while maintaining low snowmaking rates. To evaluate snowmaking's impact, SGM assessed the percentage of total water pumped allocated to snowmaking over the past five years, along with the associated expenses—capital costs, infrastructure depreciation, electricity, chlorine, and general maintenance and repairs.

SGM developed two alternatives. Alternative 1 factors in the depreciation of the main water delivery lines that transport water to the snowmaking ponds which factors in the depreciation of the main water delivery lines that transport water to the snowmaking ponds. Alternative 2 does not include depreciation for water delivery lines. SGM recommends moving forward with Alternative 1, as this more accurately reflects the actual financial burden from snowmaking on the Town's water infrastructure compared to Alternative 2. The Town's current rate structure, which sets hydrant snowmaking water rates at 8.7% higher than pond usage, was maintained with this analysis. The recommended (Alternative 1) snowmaking rate for pond usage is $9.59 per 1,000 gallons, and the corresponding rate for hydrant usage is $10.43 per 1,000 gallons.

These rates ensure that revenue meets the requirements to cover operational expenses, fund capital projects, support infrastructure replacement, and fairly allocate snowmaking's share of the system's overall burden. Furthermore, default long-term rate increases should be applied annually to adjust revenues to keep pace with long-term inflation trends (an average of 3% over the last twelve years). The Town may choose to evaluate these rate increases each year based on recent inflation trends.

List of Attachments

- Attachment A – 2024 Capital Reserve Study & 2023 Rate and Tap Fee Study

Attachment A

SGM 2024 Capital Reserve Study

(SGM 2023 Rate and Tap Fee Study included as Attachment B of SGM 2024 Capital Reserve Study)

CAPITAL RESERVE STUDY

TOWN OF MOUNTAIN VILLAGE



Photo from Town of Mountain Village Webpage

September 2024

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CAPITAL RESERVE STUDY

TOWN OF MOUNTAIN VILLAGE

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Table of Contents

1.0 Executive Summary 1
2.0 Introduction 2
2.1 Purpose 2
2.2 Background 2
3.0 Summary of Existing Water Infrastructure 3
3.1 Water Lines 3
3.2 Sewer Mains 3
3.3 Wells 4
3.4 Tanks 4
3.5 Other Key Infrastructure 5
4.0 Present-Day Costs 7
4.1 Wells 7
4.2 Chlorine Buildings 7
4.3 All Other Key Infrastructure 8
4.4 Present Cost Summary 9
5.0 Future Costs 10
6.0 Financing Options 11
6.1 Incremental Savings 11
6.2 Debt Service 16
6.3 Funding Recommendations 16
7.0 Other Recommendations 18
7.1 Maintenance and Best Management Practices 18
7.2 Capital Improvement Planning 18
7.3 Community Engagement 18
8.0 Conclusions 19

Table of Tables

Table 3-1. Water Line Inventory 3
Table 3-2. Sewer Line Inventory 4
Table 3-3. Water Well Inventory 4
Table 3-4. Water Tank Inventory 5
Table 3-5. Pump Station Inventory 5
Table 3-6. Manhole Inventory 5
Table 3-7. Hydrant Inventory 5
Table 3-8. Chlorine Building Inventory 6
Table 4-1. Overview of Water and Sewer Asset Inventory 9
Table 5-1. Inflation Assumptions for Future Costs 10
Table 6-1. Example Increases for Mountain Village, Skyfield, and Ski Ranches Water and Sewer Bills 16
Table 6-2. Debt Service Example Summary 17

Table of Figures

Figure 5-1. Projected Future Infrastructure Replacement Costs 10
Figure 6-1. Future Cost Goal and Savings Scenario for 100% of Total Cost 12
Figure 6-2. Future Cost Goal and Savings Scenario for 75% of Total Cost 12
Figure 6-3. Future Cost Goal and Savings Scenario for 50% of Total Cost 12
Figure 6-4. Future Cost Goal and Savings Scenario for 25% of Total Cost 12
Figure 6-5. Summary of Future Cost and Savings Goal Scenarios 13
Figure 6-6. Average Monthly Water Bill for TMV Resident under Various Savings Scenarios 15
Figure 6-7. Average Monthly Sewer Bill for TMV Resident under Various Savings Scenarios 15

1.0 Executive Summary

The purpose of this report is to recommend a replacement schedule for water system infrastructure owned and managed by Town of Mountain Village (the Town), along with present-day and estimated future replacement costs. The recommended replacement schedule balances the replacement of aging infrastructure that is near the end of its anticipated service life with a cost-effective schedule of replacing the water system to minimize the risk of failure for existing infrastructure. The replacement schedule and estimated costs are used to develop long-term reserve goals which can be used by the Town in financial planning and rate setting strategies.

The Town is a municipality in San Miguel County located just southwest of Telluride, Colorado. The Town provides water service to residents of Town of Mountain Village, as well as the Ski Ranches and Skyfield subdivisions. The Town provides wastewater service only to residences of Town of Mountain Village, while Ski Ranches and Skyfield subdivisions are on septic systems. The bulk of the water system was constructed in the 1970's and between 1986-1996.

SGM completed a rate study and tap fee study for the Town in 2023 to provide a recommendation and rational nexus for increases in water and sewer rates and tap fees to support the planned capital projects and existing infrastructure, respectively (referred to herein as 2023 Rate and Tap Fee Study). SGM presented the recommendations to the Town Council on October 19, 2023; afterwards, the Council requested SGM conduct this Capital Reserve Study to inform capital improvement project planning and inform future financial planning.

This study builds upon the 2023 Rate and Tap Fee Study to include all infrastructure in the key asset inventory provided by Town Staff in 2023, and evaluates the 2024 present-day replacement costs, expected future replacement costs, and anticipated useful lifetime of the infrastructure.

To evaluate useful service life and develop a recommended replacement schedule, SGM referred to multiple resources provided by the American Water Works Association (AWWA). Present day costs in this reserve study are based on similar projects in the western slope of Colorado and SGM's experience. Future costs were calculated using consumer price index (CPI) projections applied annually to present-day cost values. Assumptions for inflation are consistent with those used in the 2023 Rate and Tap Fee Study.

The study found that the total present-day cost to replace the existing inventory assets is approximately $227 Million, with most of the existing infrastructure exceeding 50% of their expected useful service lives. Although full infrastructure replacement can be an overwhelming project to consider, it should be anticipated and planned for. The important, and good news for the Town is that very rarely does an entire water system fail at the same time. Setting savings goals and adjusting rates, pursuing grants, implementing best management practices, and incrementally replacing the infrastructure will help to reduce the financial burden on the Town and its customers.

2.0 Introduction

2.1 Purpose

The goal of this study is to recommend capital reserve goals for the Town based on the expected time-frame and costs necessary to replace the existing water system. This report evaluates all infrastructure in the key asset inventory provided by Town Staff in 2023, and evaluates the 2024 present-day costs, expected future costs, and recommended timeframes to replace the infrastructure.

2.2 Background

The Town is a municipality in San Miguel County located just southwest of Telluride, Colorado. The Town provides water service to residents of Town of Mountain Village, as well as the Ski Ranches and Skyfield subdivisions.

Ski Ranches is an unincorporated subdivision bordering the Town of Mountain Village. Ski Ranches was originally supplied drinking water from wells, until a Metro District was formed in 1982. In 2007, the Town of Mountain Village inherited the Metro District's infrastructure and assumed the responsibilities of providing water and sanitation services. The Skyfield Subdivision is located on the west side of Highway 145. Water is supplied to the Skyfield Subdivision through the Ski Ranches distribution system infrastructure. The bulk of the water system was constructed in the 1970's and between 1986-1996.

The Town provides wastewater service only to residences of Town of Mountain Village, while Ski Ranches and Skyfield subdivisions are on septic systems. Wastewater for Mountain Village is treated at the Regional Wastewater Treatment Plant (Regional WWTP) at Society Turn, which the Town of Telluride (Telluride) owns and manages.

In 2023, SGM conducted a rate and tap fee study for the Town to provide a rational nexus for increasing rates and tap fees to better support the cost of planned capital projects and of existing infrastructure, respectively. SGM presented the recommendations to the Town Council on October 19, 2023. Subsequently, the Town Council requested SGM conduct this Capital Reserve Study to inform capital improvement project planning and inform future financial planning.

This study builds upon the 2023 Rate and Tap Fee Study. For the tap fee evaluation, Town staff provided an asset inventory of all key water and sewer infrastructure. SGM evaluated present-day costs of wholesale infrastructure to recommend an appropriate tap fee that ensures new development has a "buy-in" to the current infrastructure. This study builds upon that tap fee study analysis by evaluating costs for the entire asset inventory, rather than only focusing on wholesale infrastructure. SGM estimated useful life and recommended a replacement schedule for each asset. The full asset inventory is included as **Attachment A**. The full 2023 Rate and Tap Fee Study is included as **Attachment B.**

While Telluride is in the preliminary planning stages of a new WWTP and the Town is responsible for part of the funding of this new WWTP, this reserve study does not incorporate the cost for replacing the WWTP. This is because SGM's 2023 Rate and Tap Fee Study incorporated said cost into the rate adjustments and surcharges approved in October 2023.

3.0 Summary of Existing Water Infrastructure

The asset inventory provided to SGM by Town staff in 2023 forms the basis of the assessment of existing water infrastructure. For each asset, SGM reviewed the approximate date of installation, estimated service life, estimated useful life remaining, and recommended replacement schedule.

To develop life expectancies for various components of the water system, SGM referred to a 2010 American Water Works Association (AWWA) report entitled “Buried No Longer: Confronting America’s Water Infrastructure Challenge.” The report, included as **Attachment C**, gives a time frame for materials based on geographic location and climate conditions. SGM also referenced the AWWA Effective Useful Life (EUL) Tool, which is a database of EUL values listed by specific asset type collected from approximately 40 utilities across the United States. The estimated service lives are based on the 2010 AWWA report and the EUL Tool.

A detailed summary of the key infrastructure is listed in **Attachment A**.

3.1 Water Lines

The Town’s existing water lines are largely comprised of 8-inch ductile iron (DI) pipe, which accounts for 69% of all water lines. The Town’s GIS database accounts for 5,972 linear feet of 3-inch DI pipe; 5,877 linear feet of 4-inch DI pipe; 15,006 linear feet of 6-inch DI pipe; 125,574 linear feet of 8-inch DI pipe; 16,538 linear feet of 10-inch DI pipe; and 12,938 linear feet of 12-inch DI pipe.

The water lines) are believed to be constructed between 1986 and 1996. A summary of the existing water lines is provided in **Table 3-1** below.

Table 3-1. Water Line Inventory

Size	Material	Length	Installed	Approximate Age
inches	*type*	*linear feet*	*approx. date*	*years*
3	DI	5,972	1986-1996	38
4	DI	5,877	1986-1996	38
6	DI	15,006	1986-1996	38
8	DI	125,574	1986-1996	38
10	DI	16,538	1986-1996	38
12	DI	12,938	1986-1996	38

The estimated service life of DI pipe is 60 years. Therefore, at a current age of approximately 38 years, the water lines still have about half of the estimated service life left.

3.2 Sewer Mains

The Town’s GIS database lists that the existing sewer line system is composed of 155,560 linear feet of 8-inch SDR-35 PVC pipe. The sewer lines were installed between 1986 and

1996 in conjunction with the water lines. A summary of the existing sewer lines is provided in **Table 3-2** below.

Table 3-2. Sewer Line Inventory

Size	Material	Length	Installed	Approximate Age
inches	*type*	*linear feet*	*approx. date*	*years*
8	DI	5,972	1986-1996	38

The estimated service life of the sewer lines is 70 years. Therefore, the sewer lines are at approximately 54% of the expected useful service life.

3.3 Wells

According to the key infrastructure inventory supplied by Town Staff, the Town currently has sixteen wells built between 1986 and 1996, and nine additional proposed wells that have yet to be built, resulting in a total of 25 wells. A summary of the wells is provided in **Table 3-3** below.

Table 3-3. Water Well Inventory

Quantity	Installed	Approximate Age
#	*approx. date*	*years*
16	1986-1996	38
9	Proposed	0

The estimated useful service life of a water well is 50 to 75 years, depending on the usage and maintenance of the well. To extend the life of the wells, SGM recommends the wells be inspected every five years with a downhole video to help assess the condition of the casing and determine if additional mechanical or chemical cleaning is needed. At a minimum, the Town should plan to rehabilitate each well every 15 to 20 years. Pumps typically last 15 to 20 years depending upon how they are operated.

This reserve study considers the cost of completely replacing the original wells and pumps, rather than conducting cleaning and rehabilitation.

3.4 Tanks

The Town's asset inventory listed a total of six tanks. There are two 100,000-gallon tanks built between 1986 and 1996; two 200,000-gallon tanks built in 1986 and 1991; one 500,000-gallon tank built in 1986; and one 2,000,000-gallon tank built in 1986. A summary of the Town's existing tanks is listed in **Table 3-4** below.

Table 3-4. Water Tank Inventory

Quantity	Size	Installed	Approximate Age
#	*gal*	*approx. date*	*years*
2	100,000	1986-1996	38
1	200,000	1986	38
1	500,000	1986	38
1	2,000,000	1986	38
1	200,000	1991	33

The average estimated service life for a welded steel tank is approximately 50 years. To maximize service life, SGM recommends regular maintenance and recoating the interior and exterior of the tank every 20 years.

3.5 Other Key Infrastructure

The Town owns one pump station that is approximately 38 years old, having been installed between 1986 and 1996. Pump stations have an average service life of 53 years, with a full service life lasting up to approximately 80 years. The pump station inventory is listed in **Table 3-5** below.

Table 3-5. Pump Station Inventory

Quantity	Installed	Approximate Age
#	*approx. date*	*years*
1	1986 - 1996	38

Additionally, the Town owns 706 manholes and 330 hydrants which were installed between 1986 and 1996. The expected service lives are 75 and 40 years, respectively. While the manholes are well within their expected useful life, the hydrants are nearing their expected service lives. The manhole and hydrant inventories are included in **Table 3-6** and **Table 3-7**, respectively.

Table 3-6. Manhole Inventory

Quantity	Installed	Approximate Age
#	*approx. date*	*years*
706	1986 - 1996	38

Table 3-7. Hydrant Inventory

Quantity	Installed	Approximate Age
#	*approx. date*	*years*
330	1986 - 1996	38

There are six chlorine buildings listed for Mountain Village in the asset inventory. The chlorine buildings are believed to be constructed between 1986 and 1996. The

estimated service life for a chlorine building is 40 years, and the chlorination equipment and instrumentation inside the buildings will likely need to be replaced every 10 years. The chlorine building inventory is listed in **Table 3-8** below.

Table 3-8. Chlorine Building Inventory

Quantity	Installed	Approximate Age
#	*approx. date*	*years*
6	1986 - 1996	38

4.0 Present-Day Costs

SGM's present day costs were estimated based on SGM staff experience and expertise, similar projects in the region, AWWA guidance documentation, and recent material and installation costs[1].

SGM calculated a 2024 unit price cost using the methodology described in the 2023 Rate and Tap Fee Study (**Attachment B**) as well as material and installation pricing from recent projects throughout western Colorado. Present day material pricing was applied to the inventory of the Town's water infrastructure to calculate the present-day cost of replacing the system which is shown and summarized in **Table 4-1.**

4.1 Wells

The present-day cost for fully replacing the water wells was estimated using a 2021 project cost for a local well development project by SGM in the Mountain Village area. The estimated project cost for each well, adjusted for inflation to 2024 values (using an inflation rate of 4.76% per year), equated to $170,000 per well, which included:

- Drilling an exploratory replacement well
- Completing the well with casing
- Water quality and quantity testing
- A well pump, motor, and connection
- Controls and electrical connection, and
- Construction labor and engineering design costs

At a cost of $170,000 per well, the present-day cost to replace all 16 existing wells and construct all 9 proposed wells would be $4.25 Million.

4.2 Chlorine Buildings

The estimated cost for replacing each chlorine building is about $2.0 Million. This cost was estimated by SGM's Water/Wastewater Treatment Team, which regularly designs and estimate costs for similar systems. This cost includes the building itself as well as all equipment and instrumentation as follows:

- The actual building, with approximate size of 650 square feet and a cost of $1,400 per square foot (~$1.0 Million)
- Magnetic Flow Meters: 4 count ($15,000 each)
- Pressure Transmitters: 4 count ($5,000 each)
- Pressure Gauges: 4 count ($500 each)

[1] While SGM can provide reasonable estimates of cost, SGM has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining prices, or over-competitive bidding or market conditions, SGM cannot and does not guarantee that actual construction cost will not vary from the cost estimates listed herein.

- Well Service Air Valves: 4 count ($7,500 each)
- Variable Frequency Drives (VFDs): 4 count ($20,000 each)
- Chlorine Analyzers: 1 count ($7,500 each)
- Process Piping and Valving: $100,000 allowance
- Pipe Supports: $25,000 allowance
- 15% installation fee including site/civil work, control panels, integration, electrical service, bonds, insurance, contingency, and engineering.

At a unit cost of $2.0 Million each, the total cost to replace all six chlorine buildings would be $12.0 Million.

4.3 All Other Key Infrastructure

SGM approximated the cost of all water and sewer lines, tanks, pumps, hydrants, and manholes in the 2023 Rate and Tap Fee Study (**Attachment B**). The water line costs were based on a 2023 construction bid for water line replacements outside of Aspen, Colorado. Sewer line and manhole costs were estimated based on a 2022 Capital Improvement Plan for a nearby water provider prepared by SGM and adjusted for inflation. Costs of all other infrastructure were estimated by SGM's municipal and water/wastewater treatment teams, which regularly design and estimate costs for similar systems. SGM used the estimated costs in the 2023 Rate and Tap Fee Study and adjusted for inflation for 2024 values using a 4.76% inflation rate.

4.4 Present Cost Summary

An overview of the Town's water and sewer asset inventory and replacement costs, adjusted to 2024 dollars and incorporating wells and chlorine buildings is summarized in **Table 4-1** below.

Table 4-1. Overview of Water and Sewer Asset Inventory

System Component		Quantity	Cost in 2024 Dollars
Water Mains	*3-in*	5,971 LF	$3,820,955
	4-in	5,877 LF	$3,760,431
	6-in	15,005 LF	$9,601,748
	8-in	125,574 LF	$81,928,875
	10-in	16,537 LF	$11,010,805
	12-in	12,937 LF	$8,803,181
Sewer Mains (8-in)	*Primary Lines*	54,607 LF	$22,340,082
	Secondary Lines	22,597 LF	$9,244,863
	All Other Lines	78,355 LF	$32,055,776
Wells		21 CT	$4,250,000
Chlorine Buildings		5 CT	$12,000,000
Tanks		6 tanks 3.1 million gallons	$17,722,855
Pumps		1 CT	$524,500
Hydrants		330 CT	$4,154,040
Manholes		706 CT	$6,121,009
Total Replacement Cost			**$227,339,112**

Notes: LF = linear feet; CT = count

As shown in **Table 4-1**, the total present-day cost to replace the existing inventory assets is approximately $227 Million.

5.0 Future Costs

Expenses will increase each year with inflation. Long-term inflation rates were determined to be 3% based on the average increase in consumer price index for the Western United States over the last ten years (2013-2024). SGM conservatively selected inflation rates for 2024-2026 to reflect the short-term inflation rate from 2022-2024 at an average rate of 4.90%. Assumptions for inflation are generally consistent with those used in the 2023 Rate and Tap Fee Study, with minor updates for inflation in 2023 and 2024. The inflation assumptions are summarized in **Table 5-1** below.

Table 5-1. Inflation Assumptions for Future Costs

Year	Inflation	Explanation
2024	4.90%	* 4.90% = Average recent increase in consumer price index in Western US – short-term (2022-2024)
2025	4.90%	
2026	4.90%	
2027 on	3.00%	* 3.0% = Average recent increase in in consumer price index in Western US – long-term (2013-2024)

Figure 5-1 illustrates the total present cost for replacing the Town's infrastructure, as outlined in **Table 4-1**, and the projected future costs based on the inflation rates listed in **Table 5-1**. The Town's infrastructure is mostly 38 years old, and much of the aging infrastructure will likely need to be replaced around 2060 (explored further in **Attachment A**).

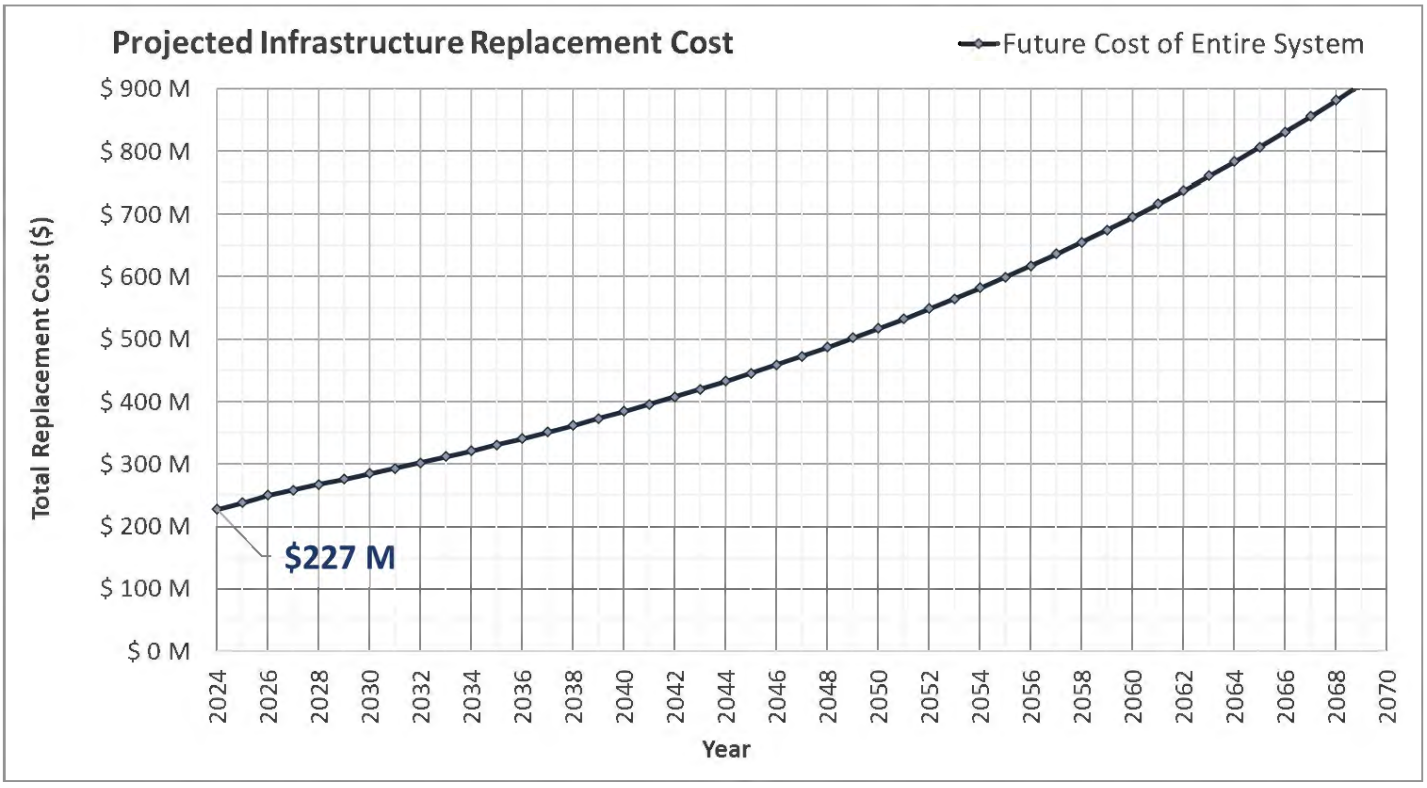


Figure 5-1. Projected Future Infrastructure Replacement Costs

6.0 Financing Options

This section summarizes available financing options for the infrastructure replacements and improvements outlined in this report. This report has identified a total of $227 Million for the cost to replace all the aging infrastructure.

What is the most economical method of financing the Town's aging infrastructure? The bottom line is there is no simple solution. The Town is not alone in facing the challenge of replacing aging infrastructure. The price of water across the country generally does not reflect the cost of operations and infrastructure maintenance and replacement. The persistently low price of water contributes to the difficulty that water utilities face in funding renewal and replacement efforts. The US is funding just one-third of its water infrastructure needs[2].

SGM recommends two broad options each with multiple scenarios as described below.

6.1 Incremental Savings

One approach is to incrementally increase rates to develop a Capital Reserve Fund which is used as required to begin to replace the infrastructure over a period of time that represents an annual replacement of a set percentage of the asset value. This approach is practical because even though most of the infrastructure is nearing theoretical useful life, infrastructure does not suddenly fail at the same time. Rather, water infrastructure will begin to fail from leakage, interruption of service, lack of reliability, and in some cases lack of compliance with recent codes and regulatory requirements which can result in higher risk to the Town.

This approach is recommended by the Environmental Protection Agency[3] by "structuring water bills not by usage, or how much water each household consumes, which is the most common current practice, but to a fixed fee that includes a portion that pays for the systems eventual end of life".

In order to catch up to a normalized annual investment, SGM recommends the Town budget for at least 4% of the total $227 M asset value per year for replacement, which equates to approximately $9.1 M in 2024 dollars with an additional $10 M per year. If the savings goal is less than inflation (being a 3% average over the last 12 years (see **Table 5-1**)), then the Town will get behind whereas if the Town saves slightly more than inflation (at least 4%) then the savings will slowly catch up with inflation and the future costs will be met (by 2067 at a 4% rate). Additionally, the Town should decide what percentage of the total replacement cost they would like to save and have on-hand. To visualize this, **Figure 6-1** through **Figure 6-4** show, respectively, 100%, 75%, 50%, and 25% of the total projected infrastructure replacement costs, and how much the Town needs to save annually to reach the respective replacement goal. Each figure shows the present-day replacement goal cost as well as the future breakeven cost. The savings scenarios illustrate additional annual savings needed (above current reserves), not the total recommended reserve balance.

[2] https://www.nuca.com/cleanwater; https://www.kwwoa.org/wp-content/uploads/2017/12/January-2018-Newsletter.pdf
[3] https://www.gov1.com/infrastructure/articles/how-can-water-systems-pay-for-aging-infrastructure-PROJ4pahrlQJoAqr/

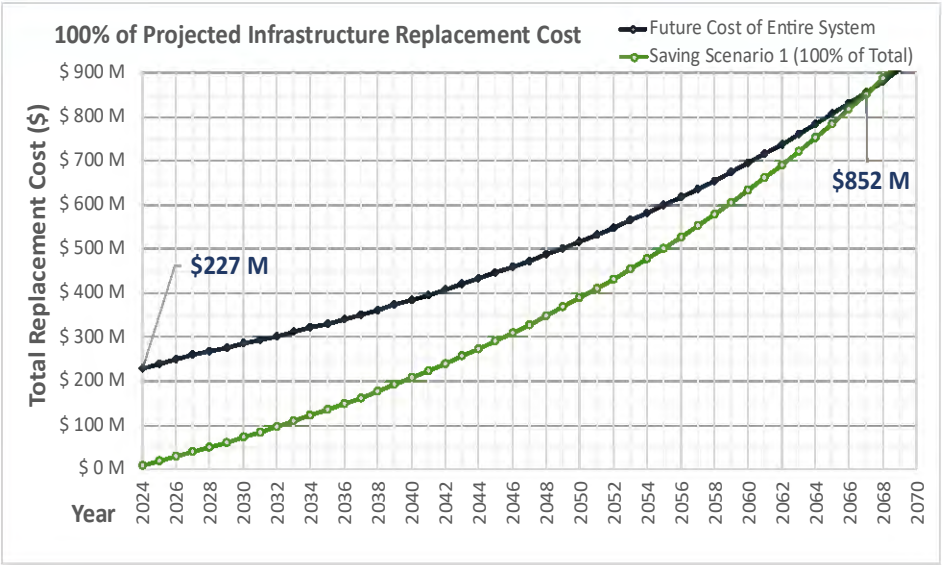


Figure 6-1. Future Cost Goal and Savings Scenario for 100% of Total Cost

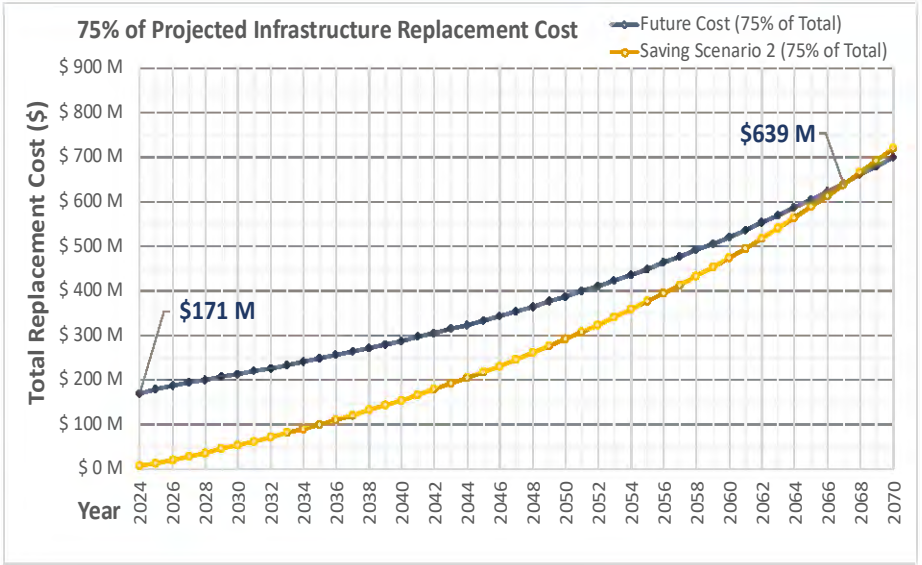


Figure 6-2. Future Cost Goal and Savings Scenario for 75% of Total Cost

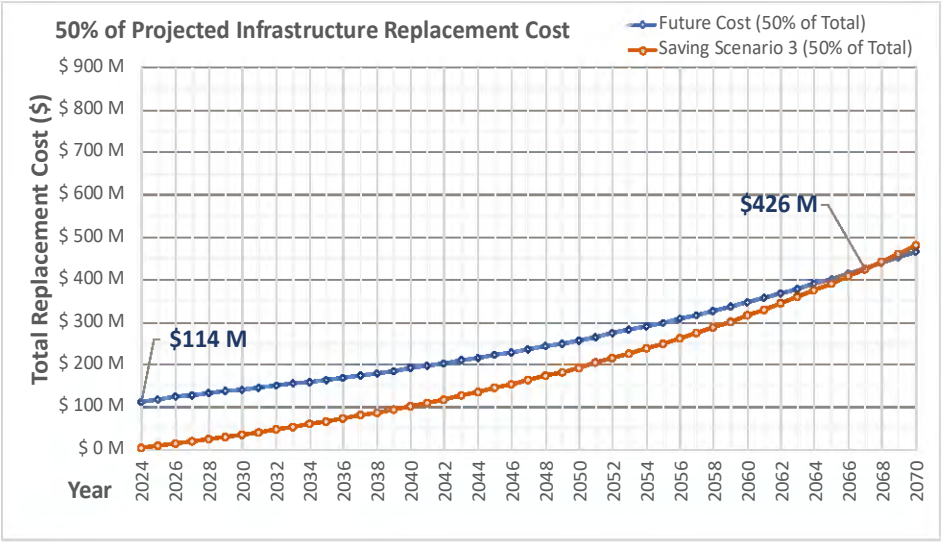


Figure 6-3. Future Cost Goal and Savings Scenario for 50% of Total Cost

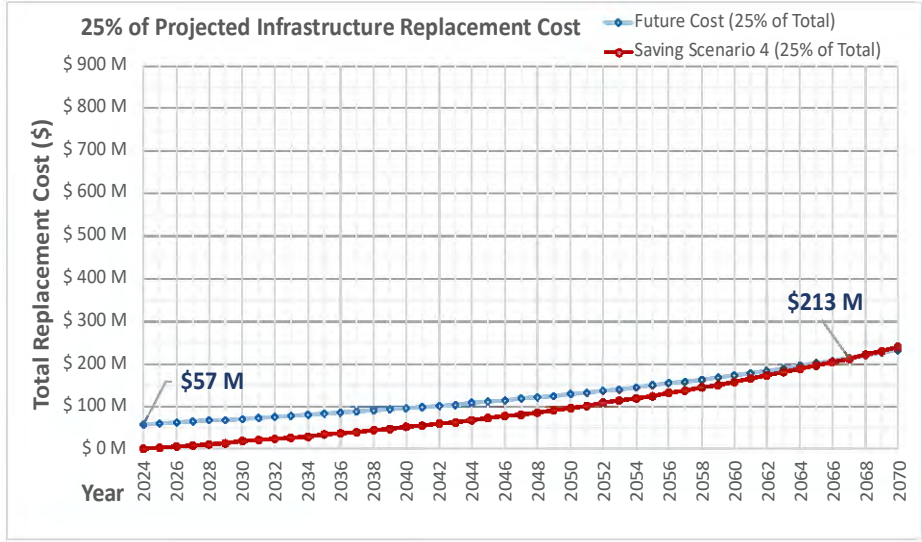


Figure 6-4. Future Cost Goal and Savings Scenario for 25% of Total Cost

A combination of the different savings and goal scenarios is summarized in **Figure 6-5** below.

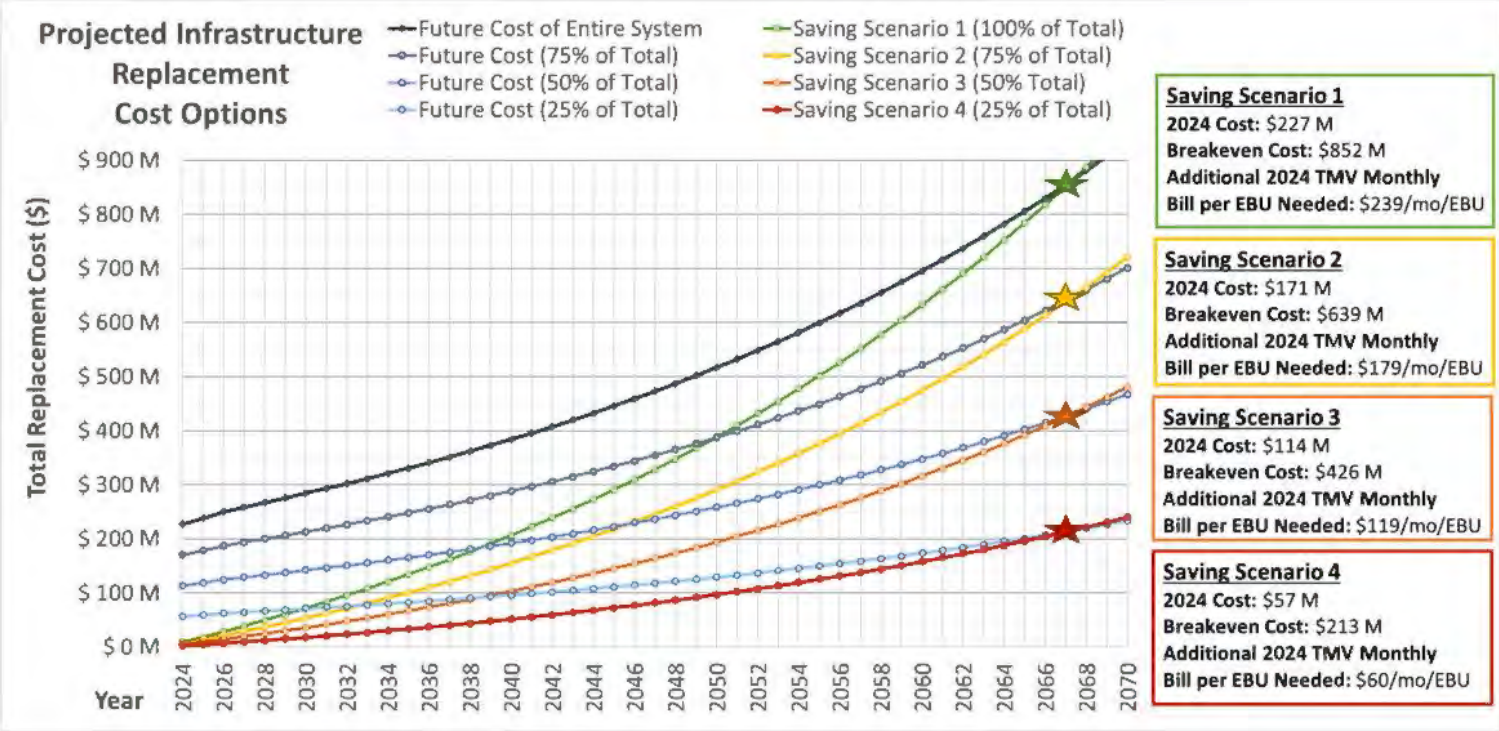


Figure 6-5. Summary of Future Cost and Savings Goal Scenarios

As shown in **Figure 6-5**, the Town could meet a 100% asset replacement goal by 2067 ($227 M in 2024 dollars, projected to be $852 M in 2067 dollars) by saving 4% of the total asset cost per year. The 4% annual savings would be $9.1 M in 2024 dollars, projected at $34.2 M in 2067 dollars.

6.1.1 Interest on Investments

As the Town builds savings to fund future asset replacement, the Town will earn investment income on the reserve balance. The actual amount of investment income will depend on the reserve account balance and the interest rate. The Town actively invests its reserve funds, and has seen interest rates near 5% in recent years, but interest rates below 1% after the Covid 19 pandemic. Town staff have chosen to plan for an interest rate of 2% based on their experience. Staff consider this to be a conservative projection.

The amount of investment income also depends on the reserve account balance. SGM projected investment income based on the total reserve savings goal. Based on the age of the current infrastructure, most of the infrastructure will likely need to be replaced around 2060, meaning most of the reserve balance would not be needed until around that time. However, as the Town may use portions of this balance to begin infrastructure replacement as individual components break or wear out, portions of these savings may be spent early, lowering the reserve fund and therefore lowering the investment income. Because most of the infrastructure replacement is projected to be needed around 2060, SGM finds it reasonable and appropriate to base investment income on the total reserve

goal for each year. It is worth noting that the resulting bill per EBU is not highly sensitive to the assumptions around investment income, as most of the annual savings will be met by rate increases, not investment income. Incorporating investment income into the projections had the effect of reducing the monthly bill per EBU by $4, from $243/month/EBU to $239/month/EBU.

6.1.2 Rate Increases Necessary to Fund Reserves

To achieve a 100% reserve goal would require an average addition of $239 per month per EBU to the monthly combined water and sewer bill, with an increase of about $10 annually to offset inflation. The monthly bill increase per EBU is *in addition* to current utility rates. The current utility rates have been set to cover operations and maintenance costs and known and planned capital improvement projects. The reserve goal is set to replace aging infrastructure, the costs for which are not already factored into capital project planning and are not factored into the current rates. **Figure 6-5** outlines the projected cost, cumulative annual savings, and respective increase in monthly bill per EBU (in 2024 dollars) needed for each saving scenario.

It is important to note that SGM maintained similar assumptions for this analysis as with the 2023 Tap Fee assessment, wherein the rates are estimated using Mountain Village EBUs only. The Ski Ranches and Skyfield systems have a separate sewer system but receive water through the same system as the Town. Therefore, the Town has historically made tap fees for the existing infrastructure for Ski Ranches be 50% of the tap fees for the Town to contribute to the existing water system. There is additional distribution infrastructure associated with Skyfield compared to Ski Ranches, so the ratio for Skyfield is 75% of the tap fees for the Town. The purpose of the tap fee is to ensure that the developers have a “buy-in” to the existing system. The reserve study uses a similar concept where existing development has a “buy-in” to the responsibility of replacing aging infrastructure. Therefore, the reserve study uses the same methodology (Ski Ranches at 50%, Skyfield at 75%, Town of Mountain Village at 100%).

For the total replacement cost saving scenarios, SGM analyzed the Town’s projected infrastructure cost for water and sewer to determine an updated combined savings needed and recommend applying the same percentages currently used for Ski Ranches and Skyfield for any updated rates (50% and 75%, respectively). See **Table 6-1** for an example. This approach is consistent with the assumptions used in the 2023 Rate and Tap Fee Study and is the most conservative savings approach.

As shown in **Figure 6-5**, in order to fund the infrastructure replacement costs, rates would need to increase an additional $60 to $239 per EBU per month on top of the current rates depending on the Town’s chosen saving goal. **Figure 6-6** and **Figure 6-7** show an example average monthly water and sewer bill, respectively, for a single-family residence (1 EBU) under the various savings scenarios.

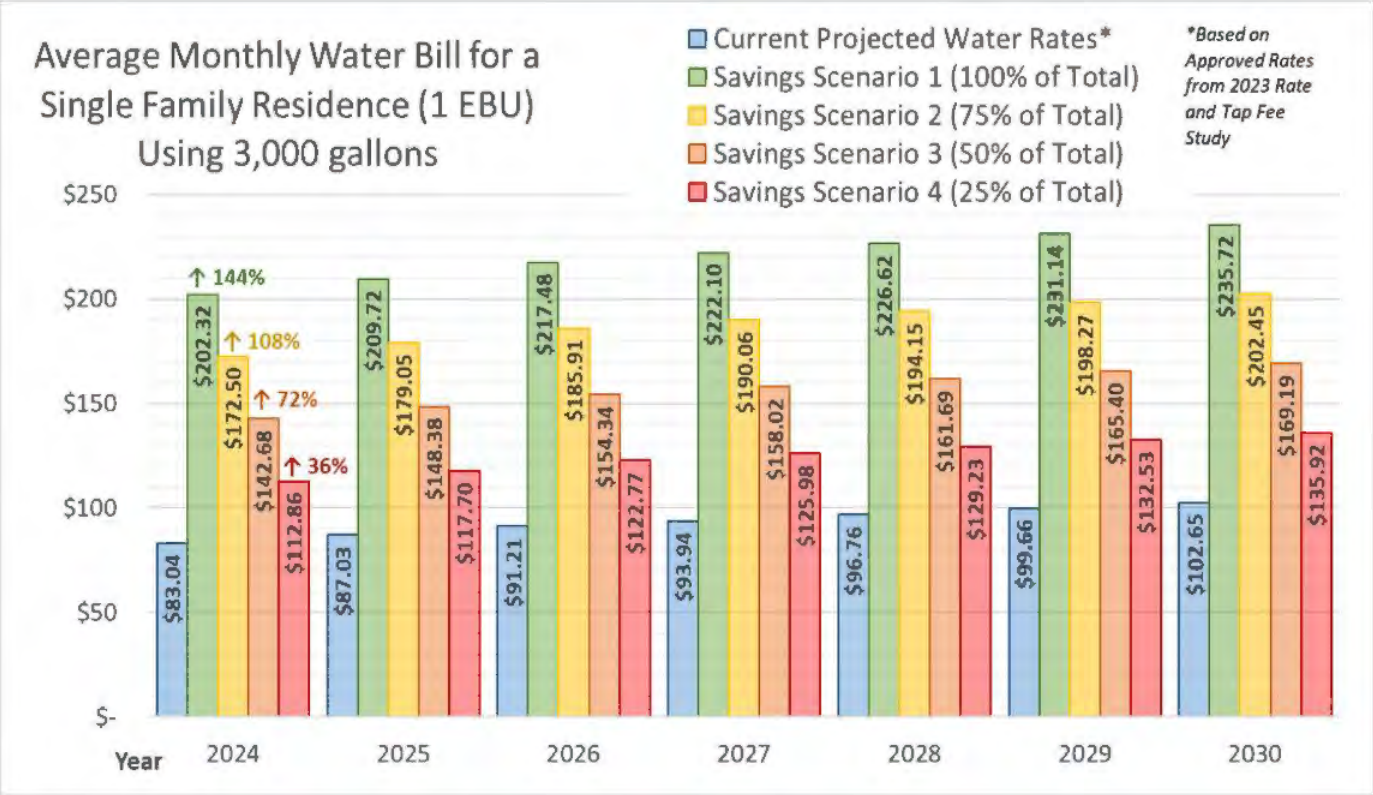


Figure 6-6. Average Monthly Water Bill for TMV Resident under Various Savings Scenarios

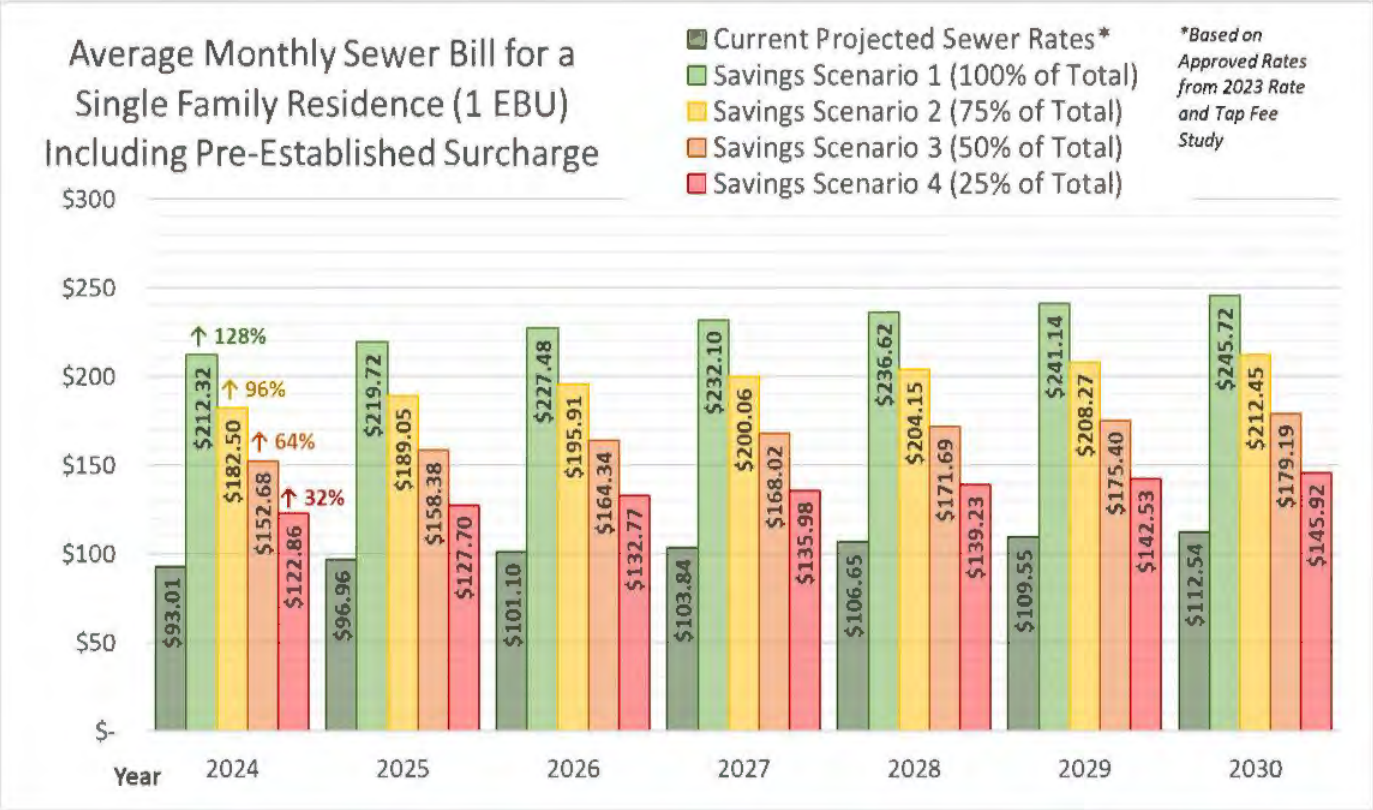


Figure 6-7. Average Monthly Sewer Bill for TMV Resident under Various Savings Scenarios

Table 6-1 shows an example of the increases per water and sewer bill per EBU for each scenario for Mountain Village, Skyfield, and Ski Ranches.

Table 6-1. Increases for Mountain Village, Skyfield, and Ski Ranches Water and Sewer Bills

Funding Scenario	Combined Additional Monthly Bill	Mountain Village		Skyfield		Ski Ranches	
		Increase in Water Bill	Increase in Sewer Bill	Increase in Water Bill	Increase in Sewer Bill	Increase in Water Bill	Increase in Sewer Bill
		50% of Total	*50% of Total*	*75% of Total*	*N/A*	*50% of Total*	*N/A*
Scenario 1 (100% of Total)	$239/mo/EBU	$119	$119	$179	—	$119	—
Scenario 2 (75% of Total)	$179/mo/EBU	$89	$89	$134	—	$89	—
Scenario 3 (50% of Total)	$119/mo/EBU	$60	$60	$89	—	$60	—
Scenario 4 (25% of Total)	$60/mo/EBU	$30	$30	$45	—	$30	—

6.2 Debt Service

A second option is to finance the replacement by issuing debt and making annual or monthly debt service payments for principal and interest. **Table 6-2** shows an example of the debt service in annual and monthly payments for increments of $25 Million of debt. The table starts at $25 Million and ranges up to the replacement cost of the entire existing infrastructure ($227 Million). Mountain Village likely qualifies as a Direct Loan Non-Disadvantaged Community under the State Revolving Fund; therefore, the assumed interest rate for **Table 6-2** was 3.5% for a 30 year loan term[4]. The table also shows how much the interest payments will be for the period of the debt repayment period of 30 years. This table further shows the amount rates would have to be increased for each customer at buildout, assuming the number of EBUs at buildout for the Mountain Village is 3,113 EBUs, as estimated by Town staff. As described in **Section 6.1**, the rates are estimated using Mountain Village EBUs only—the rates for Ski Ranches and Skyfield would be 50% and 75%, respectively, of the established Mountain Village rates (the same ratios used for setting tap fees).

6.3 Funding Recommendations

SGM recommends the Town replace aging infrastructure incrementally over the next 40 years. While we don't necessarily advocate for any of the financing alternatives herein, this study emphasizes the gravity of the challenges posed by aging infrastructure and high inflation and highlights the importance of developing saving goals to replace aging infrastructure. We recommend that the Town aggressively pursue grant and loan opportunities through State and Federal agencies to reduce the strain on water and sewer customers' bills.

[4] https://www.cwrpda.com/current-interest-rates

Table 6-2. Debt Service Example Summary

Amount to Borrow	% of Present Day Cost	Interest (i)	Term Length (n)	Present to Annual (a/p)	Debt Service Cost		Cost to TMV Residents (3,113 EBU at Buildout)		Interest Paid Over Term Length
($)	*($)*	*(%)*	*(years)*	*(%)*	*(annually)*	*(monthly)*	*(annually)*	*(monthly)*	*($)*
$25.0 M	11%	3.5%	30	5.44%	$1.4 M	$0.11 M	$437	$36	$2.2 M
$50.0 M	22%	3.5%	30	5.44%	$2.7 M	$0.23 M	$873	$73	$4.4 M
$75.0 M	33%	3.5%	30	5.44%	$4.1 M	$0.34 M	$1,310	$109	$6.6 M
$100.0 M	44%	3.5%	30	5.44%	$5.4 M	$0.45 M	$1,747	$146	$8.7 M
$125.0 M	55%	3.5%	30	5.44%	$6.8 M	$0.57 M	$2,183	$182	$10.9 M
$150.0 M	66%	3.5%	30	5.44%	$8.2 M	$0.68 M	$2,620	$218	$13.1 M
$175.0 M	77%	3.5%	30	5.44%	$9.5 M	$0.79 M	$3,057	$255	$15.3 M
$200.0 M	88%	3.5%	30	5.44%	$10.9 M	$0.91 M	$3,493	$291	$17.5 M
$227.3 M	100%	3.5%	30	5.44%	$12.4 M	$1.03 M	$3,966	$330	$19.9 M

7.0 Other Recommendations

While it is important to proactively begin developing saving goals to replace the Town's aging infrastructure, there are other recommendations that could help lessen the immediate financial burden on the Town and the customers.

7.1 Maintenance and Best Management Practices

This report assumes full replacement costs of all aging infrastructure; however, regular maintenance, rehabilitation and repair of gaining infrastructure, and utilizing best management practices (BMPs) can help extend the life of the infrastructure and help manage costs. Some examples include:

- Water tank maintenance, which includes sand-blasting and recoating the interior and exterior of the tank every 20 years.
- Wells should be inspected every five years with a downhole video to help assess the condition of the casing and should be mechanically or chemically cleaned every 15 to 20 years.
- Sewer and water lines should be regularly flushed and video inspected.
- Sewer manholes should be inspected and repaired on a regular basis.
- Polyphosphate can be added to water lines to minimize corrosion and extend the pipeline life[5].
- Annual leak detection program on the water system can locate leaks and make repairs to extend the life of water pipelines.
- Trenchless technologies such as cured-in-place pipe (CIPP) lining, pipe bursting, and slip lining could be used to rehabilitate aging sewer pipes without extensive excavation.

7.2 Capital Improvement Planning

The Town's most recent formal Capital Improvement Plan (CIP) report was prepared in 2017 by Russel Planning & Engineering. The Town has since been maintaining its own list of capital projects. SGM recommends the Town complete another formal, comprehensive CIP to develop long-term infrastructure plans that prioritize maintenance, repairs, and replacements based on asset condition assessments and risk analyses. By planning strategically and proactively, the Town can optimize their capital investments and minimize the need for emergency repairs.

7.3 Community Engagement

Water is expensive to treat and distribute and yet is often provided to customers at a relatively low price. When rate increases do occur, there is often a negative response from customers over the increased financial burden. Utility providers can help mitigate

[5] The-Use-of-Phosphates-For-Potable-Water-Treatment.pdf (phosphatesfacts.org)

this negative response through outreach and education to help community members understand the magnitude of the cost required to treat water and wastewater and maintain key infrastructure.

SGM recommends using this report and further community outreach to foster open communication and collaboration with customers and stakeholders to raise awareness about the importance of infrastructure investment and the need for rate adjustments. By engaging with the community and building public support, the Town can navigate the challenges more effectively and ensure that rate increases are perceived as necessary investments rather than just burdensome expenses.

8.0 Conclusions

In summary, in order to replace and upgrade the Town's water and wastewater systems, the Town should expect to spend roughly $227 Million over the next 40 years. The Town has multiple options for funding the replacement of the infrastructure as explored in **Section 6**. In addition to funding options, the Town should plan to replace the infrastructure in phases.

SGM recommends considering the replacement of the most critical pieces of infrastructure, portions of the infrastructure that have resulted in recent repair costs, remaining service life, and proximity to adjacent infrastructure, such as valves and original fire hydrants. The perfect replacement plan would be to replace everything just before it fails; however, determining the exact date of failure is very difficult. Therefore, SGM recommends replacing infrastructure slowly and incrementally. SGM recommends developing a funding mechanism now to build up a reserve fund for replacement of the infrastructure as it fails or is replaced.

Overall, full infrastructure replacement can be an overwhelming project to consider, but should be anticipated and planned. The important point – and good news for the Town – is that very rarely does an entire water or wastewater system fail at the same time. Operators can take proactive steps to assure the water and wastewater systems will last as long as possible. SGM understands that funding 100% of the suggested projects in 40 years may not be practical or necessary, however, the Town should begin to raise rates to fund each phase of replacing the water system.

List of Attachments

- Attachment A – Infrastructure Inventory
- Attachment B – SGM 2023 Rate and Tap Fee Study
- Attachment C – AWWA 2010 Report "Buried No Longer: Confronting America's Water Infrastructure Challenge"

Attachment A

Infrastructure Summary

Attachment A: Summary of Existing Infrastructure

Water Line Inventory

Size	Material	Length	Installed	Approximate Age	Estimated Service Life	Life Remaining	Replacement Schedule	
inches	*type*	*linear feet*	*approx. date*	*years*	*years*	*%*	*year*	*time-frame*
Service Water Lines								
3	DI	5,972	1986-1996	38	60	37%	2046-2056	Within 32 years
4	DI	5,877	1986-1996	38	60	37%	2046-2056	Within 32 years
Main Water Lines								
6	DI	15,006	1986-1996	38	60	37%	2046-2056	Within 32 years
8	DI	125,574	1986-1996	38	60	37%	2046-2056	Within 32 years
10	DI	16,538	1986-1996	38	60	37%	2046-2056	Within 32 years
12	DI	12,938	1986-1996	38	60	37%	2046-2056	Within 32 years

Sewer Line Inventory

Size	Material	Length	Installed	Approximate Age	Estimated Service Life	Life Remaining	Replacement Schedule	
inches	*type*	*linear feet*	*approx. date*	*years*	*years*	*%*	*year*	*time-frame*
8	PVC	155,559	1986-1996	38	70	46%	2056-2066	Within 42 years

Water Well Inventory

Quantity	Installed	Approximate Age	Estimated Service Life	Life Remaining	Replacement Schedule	
#	*approx. date*	*years*	*years*	*%*	*year*	*time-frame*
16	1986-1996	38	50-75	24 to 49%	2036-2071	Within 47 years
9	Proposed	0	50-75	-	2100+	75 years after Built

Water Tank Inventory

Quantity	Size	Installed	Approximate Age	Estimated Service Life	Life Remaining	Replacement Schedule	
#	*gal*	*approx. date*	*years*	*years*	*%*	*year*	*time-frame*
2	100,000	1986-1996	38	75	49%	2056-2066	Within 47 years
1	200,000	1986	38	75	49%	2061	Within 37 years
1	500,000	1986	38	75	49%	2061	Within 37 years
1	2,000,000	1986	38	75	49%	2061	Within 37 years
1	200,000	1991	33	75	56%	2066	Within 42 years

Pump Station Inventory

Quantity	Installed	Approximate Age	Estimated Service Life	Life Remaining	Replacement Schedule	
#	*approx. date*	*years*	*years*	*%*	*year*	*time-frame*
1	1986-1996	38	53-80	28 to 53%	2039-2076	Within 52 years

Chlorine Building Inventory

Quantity	Installed	Approximate Age	Estimated Service Life	Life Remaining	Replacement Schedule	
#	*approx. date*	*years*	*years*	*%*	*year*	*time-frame*
6	1986-1996	38	40	5%	2026-2036	Within 12 years

Manhole Inventory

Quantity	Installed	Approximate Age	Estimated Service Life	Life Remaining	Replacement Schedule	
#	*approx. date*	*years*	*years*	*%*	*year*	*time-frame*
706	1986-1996	38	75	49%	2061-2071	Within 47 years

Hydrant Inventory

Quantity	Installed	Approximate Age	Estimated Service Life	Life Remaining	Replacement Schedule	
#	*approx. date*	*years*	*years*	*%*	*year*	*time-frame*
330	1986-1996	38	40	5%	2026-2036	Within 12 years

Attachment B

SGM 2023 Rate and Tap Fee Study

WATER AND SEWER RATE STUDY

TOWN OF MOUNTAIN VILLAGE



Photo from Town of Mountain Village Webpage

November 2023

Prepared by

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WATER AND SEWER RATE STUDY

TOWN OF MOUNTAIN VILLAGE

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FILE PATH: I:\DURANGO\007-06 TMV\2022\016-RATE STUDY\E-REPORTS\SGM

Table of Contents

1.0 Introduction 1
1.1 Purpose 1
1.2 Background 1
2.0 Current Rates 2
2.1 Sewer Rates 2
2.2 Water Rates 2
2.3 Water Rate Comparison 5
2.4 Sewer Rate Comparison 6
3.0 Tap Fee Study 7
3.1 Background 7
3.2 Rational Nexus 8
3.2.1 Cost per EBU 8
3.2.2 Rational Nexus based upon Town Policy 9
3.2.3 Legal Basis for Rational Nexus 9
3.3 Methodology 10
3.3.1 Buy-In, Incremental, and Hybrid Methods 11
3.3.2 Wholesale Infrastructure 11
3.4 Costs 13
3.5 Tap Fee Options 14
3.6 Recommendations 16
4.0 Analysis of Water Usage and Rate Revenues 19
4.1 Water Usage and Revenue Trends 19
5.0 Cash Flow Model Development 22
5.1 Expenses 22
5.1.1 Operations and Maintenance Expenses 22
5.1.2 New WWTP Cost (Debt Service Estimates) 23
5.1.3 Capital Improvement Projects 24
5.2 Revenues 25
5.2.1 Rate Revenue 25
5.2.2 Tap Fee Revenue 25
5.2.3 Grants and Loans 26
5.2.4 Late Fees 26
5.3 Recommended Minimum Reserve Balance 26

5.3.1 Emergency Reserve 26
5.3.2 Operations and Maintenance (O&M) Reserve 27
5.3.3 Debt Service Reserve 27
5.3.4 Minimum Reserve Balance 27
6.0 Expenses Revenue Comparison: Baseline Condition 28
7.0 Alternatives for Raising Required Rate Revenue 31
7.1 Alternatives 31
7.1.1 Alternative 1 32
7.1.2 Alternative 2 33
7.1.3 Alternative 3 33
7.2 Revenue and Customer Cost Implications for Each Alternative 34
7.3 Recommendations 39
8.0 Conclusions 40
8.1 Tap Fee Study 40
8.2 Rate Study 40

Table of Tables

Table 2-1: 2023 Base Fees by Area and Customer Category 3
Table 2-2: Mountain Village Increasing Block Rate Structure 4
Table 2-3: Ski Ranches and Skyfield Increasing Block Rate Structure 4
Table 3-1: Overview Town of Mountain Village Water and Sewer Asset Inventory 13
Table 3-2. Proposed Tap Fee Option 1 15
Table 3-3. Proposed Tap Fee Option 2 15
Table 3-4. Option 3 – Proposed Tap Fee Options 16
Table 3-5: Summary of Tap Fee Options 17
Table 3-6: Recommended New Tap Fees for Town, Skyfield, and Ski Ranches 17
Table 5-1. Inflation Assumptions for Capital Improvement Projects in Cash Flow Model 22
Table 5-2: Operations and Maintenance Expenses 23
Table 5-3. Debt Service Payment Assumptions for the New WWTP 24
Table 5-4: Capital Improvement Project Schedule Summary of Total Annual Costs 24
Table 5-5: Growth and Tap Fee Revenue Projections for Known Developments 26
Table 5-6: Recommended Reserve Account Balance 27
Table 7-1: Rate Increase Alternatives Evaluated 31
Table 7-2: Water and Sewer Rate Structure Summary for Alternative 3 (Selected Alternative) 39

Table of Figures

Figure 2-1: Water Rate Comparison for Ski Town Water Providers 5
Figure 2-2: Sewer Rate Comparison for Ski Town Sewer Providers 6
Figure 3-1: Tap Fee Comparison for Nearby Water and Sewer Providers 8
Figure 3-2. Schematic of the Town of Mountain Village Sewer System, Primary and Secondary Lines are Included in the Tap Fee Assessment 12
Figure 3-3. Comparison of Proposed Tap Fee Option 3 to Other Ski Towns 18
Figure 4-1: Annual Water Usage and Revenue Comparison by Tier 19
Figure 4-2: Monthly Water Usage by Tier for All Customers 20
Figure 4-3: Monthly Revenue by Tier for All Customers 21
Figure 6-1: Reserve Balance Baseline Condition 28
Figure 6-2: Revenues and Expenses Comparison – Baseline Condition 29
Figure 6-3. Average Monthly Bill for a Single Family Residence – Baseline Condition . 30
Figure 7-1. Reserve Balance Alternative 1 32
Figure 7-2. Reserve Balance Alternative 2 33
Figure 7-3. Reserve Balance Alternative 3 34
Figure 7-4: Utility Fund Balance under each Proposed Alternative 35
Figure 7-5: Water Revenues and Expenses under each Proposed Alternative 36
Figure 7-6: Sewer Revenues and Expenses under each Proposed Alternative 37
Figure 7-7: Average Monthly Water Bills under Each Proposed Alternative 38

1.0 Introduction

1.1 Purpose

Most water and sewer entities are experiencing rising administrative and operations and maintenance (O&M) costs. Furthermore, they face challenges with generating the revenue needed to make significant infrastructure investments to:

- replace aging buried assets (especially water and sewer lines) and other facilities and equipment to minimize emergency failures and service interruptions;
- upgrade facilities (such as water and wastewater treatment facilities) to replace aging assets and meet new regulatory requirements; and
- make system improvements that increase service reliability, operational flexibility or efficiency and control costs over the long term.

The goal of a rate study is to generate the revenue to make the necessary capital investments outlined in a capital improvement plan.

1.2 Background

Town of Mountain Village (Town) is a municipality in San Miguel County located just southwest of Telluride, Colorado. The Town provides water service to residents of Town of Mountain Village, as well as the Ski Ranches and Skyfield subdivisions. The Town provides wastewater service only to residences of Town of Mountain Village, while Ski Ranches and Skyfield subdivisions are on septic systems.

Ski Ranches is an unincorporated subdivision bordering the Town of Mountain Village. Ski Ranches was originally supplied drinking water from wells, until a Metro District was formed in 1982. In 2007, the Town of Mountain Village inherited the Metro District's infrastructure and assumed the responsibilities of providing water and sanitation services. The Skyfield Subdivision is located on the west side of Highway 145. Water is supplied to the Skyfield Subdivision through the Ski Ranches distribution system infrastructure.

The Town's potable water is supplied by eleven wells in the vicinity of Mountain Village, which are supplemented by water from two additional wells during high demand times.

The Town's most recent formal Capital Improvement Plan report was prepared in 2017 by Russel Planning & Engineering. The Town has since been maintaining its own list of capital projects. The Town's planned list of capital projects, costs, and timing, forms the backbone of this rate study.

The Town maintains the sewer collection system for Mountain Village. Wastewater is treated at the Regional Wastewater Treatment Plant (Regional WWTP) at Society Turn, which the Town of Telluride (Telluride) owns and manages. Telluride is in the preliminary planning stages of a new WWTP, which is estimated to cost roughly $90 Million. The construction timing and funding source have not yet been determined. Furthermore, a cost sharing agreement has not been made among the parties that use the Regional WWTP. Most likely, a regional rate study will be required to determine funding sources and determine rates required from the various parties. The Town is aware that it needs to save money for this large upcoming expense; however, with so many unknowns

(timing, total project cost, project funding, debt service costs, and cost sharing), detailed and specific expenses cannot be projected. As such, this rate study uses broad assumptions, projecting out future costs based on the Town's anticipated share of a loan for the full Regional WWTP project cost. This approach allows the Town to start planning and building reserves for Regional WWTP project to the best of its ability based on the information available. When more details are solidified with Telluride, SGM recommends reviewing and updating this rate study.

2.0 Current Rates

2.1 Sewer Rates

Only Town of Mountain Village Sewer customers are charged a flat monthly Base Fee for wastewater service, as Ski Ranches and Skyfield are on septic systems. The Mountain Village sewer Base Fee is different for each customer type, as summarized in **Table 2-1**.

2.2 Water Rates

Water customers are charged a flat monthly Base Fee plus usage charges with an increasing block tier rate structure. The Base Fee varies by area (Mountain Village vs Ski Ranches and Skyfield) and for each customer type, as summarized in **Table 2-1**. Rates are charged per equivalent building unit (EBU). EBUs are a tool to express the amount of water used by a typical single family residential home. EBUs are also used to normalize demands and rates for different accounts (for example, a five-bedroom home would use a different amount of water than a studio apartment).

The Town charges for water use with an increasing block rate structure with six tiers. Increasing block rates are defined as a pricing structure where the unit price per gallon of each succeeding block of usage is charged at a higher unit rate than the previous block(s).

For all accounts except construction accounts, the Town does not charge for water usage within Tier 1. This is referenced as the base allowance. The amount of water usage included with the monthly water Base Fee (base allowance) varies seasonally. For example, the base allowance for a single-family residence is 8,000 gallons in the non-irrigation season (October through May) and 14,000 gallons in the irrigation season (June through September). For water usage above the base allowance, the Town charges an increasing block tier usage rate (dollars per thousand gallons).

The base allowance, block tier breaks, and unit price also vary by:

- Area (Mountain Village versus Ski Ranches and Skyfield customer type), with a higher unit price for Ski Ranches and Skyfield customers than for Mountain Village, due to additional delivery system costs.
- Customer type, with different structures for residential and commercial, deed restricted, construction units, and irrigation customers.
- Season (for some customer types), with a higher base allowance in the irrigation season.

The increasing block rate structure is summarized in **Table 2-2**. These usage charges are in addition to the Base Fees summarized in **Table 2-1**. Refer to **Appendix A** for the Town's full schedule of rates and charges.

The Town last updated rates in 2023. The base fees for the Town were increased 10% from 2022 to 2023, and the base fees for Ski Ranches and Skyfield were increased 20% from 2022 to 2023. Refer to **Appendix A** for the 2022 and 2023 water rates.

Table 2-1: 2023 Base Fees by Area and Customer Category

Area	Customer Category Name	Sewer Monthly Base Fee per EBU	Water Monthly Base Fee per EBU
Town of Mountain Village	Single Family	$ 79.24	$ 79.24
	Guesthouse	$ 39.62	$ 39.62
	Combined Rate Table (Main + Guest)	$ 118.87	$ 118.87
	Subdividable Duplex – 2 taps	$ 79.24	$ 79.24
	Non Subdividable Duplex – 2 taps	$ 79.24	$ 79.24
	Condo	$ 79.24	$ 79.24
	Hotel	$ 15.85	$ 15.85
	Hotel Eff	$ 23.77	$ 23.77
	Lodge Efficiency (Kitchen)	$ 19.81	$ 19.81
	Emp Condo/Apartment	$ 39.62	$ 39.62
	Emp Dorm	$ 19.81	$ 19.81
	Commercial (per 2,000sf)	$ 79.24	$ 79.24
	Construction	N/A	N/A
	Fireman	N/A	N/A
	Snowmaking	N/A	N/A
	Common Irrigation (May thru Oct)	N/A	$ 79.24
	Irrigation Added to House Usage	N/A	N/A
	Common Irrigation – year round	N/A	$ 79.24
Ski Ranches & Skyfield	Single Family	N/A Sewer service not provided	$ 183.68
	Guesthouse		$ 91.84
	Construction		N/A
	Fireman		N/A
	Vacant Lot		N/A
	Common Irrigation (May thru Oct)		$ 183.68
	Irrigation Added to House Usage		N/A

.

Table 2-2: Mountain Village Increasing Block Rate Structure

Tier	Usage Charge ($/1,000 gal)	Block Tier Water Usage Breaks (in Gallons)						
		Residential or Commercial (per EBU)		Deed Restricted (per EBU)		Irrigation		Construction Year-Round
		Winter (Oct - May)	Summer (June - Sept)	Winter (Oct - May)	Summer (June - Sept)	Seasonal (May - Oct)	Year-Round Irrigation	
1	$ 0.00 (Base)*	1 - 8,000	1 - 14,000	1 - 4,000	1 - 7,000	1 - 12,000	1 - 10,000	1 - 4,000 ($3.50)*
2	$ 6.00	8,001 - 16,000	14,001 - 16,000	4,001 - 8,000	7,001 - 8,000	12,001 - 16,000	10,001 - 16,000	4,001 - 8,000
3	$ 8.00	16,001 - 24,000		8,001 - 16,000		16,001 - 24,000		8,001 - 12,000
4	$ 10.00	24,001 - 32,000		16,001 - 24,000		24,001 - 32,000		12,001 - 16,000
5	$ 12.00	32,001 - 40,000		24,001 - 32,000		32,001 - 40,000		16,001 - 20,000
6	$ 20.00	40,001 +		32,001 +		40,001 +		20,001+

*For all customers except Construction, usage within Tier 1 is included with the Base Fee (no usage charge) and is referred to as the base allowance.

Table 2-3: Ski Ranches and Skyfield Increasing Block Rate Structure

Tier	Usage Charge ($/1,000 gal)	Block Tier Water Usage Breaks (in Gallons)			
		Residential or Commercial (per EBU)		Year-Round Irrigation	Construction Year-Round
		Winter (Oct - May)	Summer (June - Sept)		
1	$ 0 (Base) *	1 - 8,000	1 - 14,000	1 - 12,000	1 - 10,000 ($5.25)*
2	$ 9.00	8,001 - 16,000	14,001 - 16,000	12,001 - 16,000	10,001 - 16,000
3	$ 12.00	16,001 - 24,000		16,001 - 24,000	16,001 - 24,000
4	$ 15.00	24,001 - 32,000		24,001 - 32,000	24,001 - 32,000
5	$ 18.00	32,001 - 40,000		32,001 - 40,000	32,001 - 40,000
6	$ 30.00	40,001 +		40,001 +	40,001 +

*For all customers except Construction, usage within Tier 1 is included with the Base Fee (no usage charge) and is referred to as the base allowance.

2.3 Water Rate Comparison

To understand the possible public perception of the Town's current water rates, the Town's water rates were compared to rates charged by other water providers for ski town resorts on the western slope of Colorado. The rate comparison is shown in **Figure 2-1** below.

This information is provided for comparison purposes only and is not recommended for rate setting. Rates differ widely for water providers based on many factors including (but not limited to): source water quality, water rights, recent and planned construction or upgrades on water treatment and distribution system, costs to maintain water treatment and distribution system, and presence of other funding sources such a mill levies and special assessments. As such, this comparison should not be used to set rates. A more detailed water rate comparison is in **Appendix B** to this memo, which shows the rate structures for other water providers.

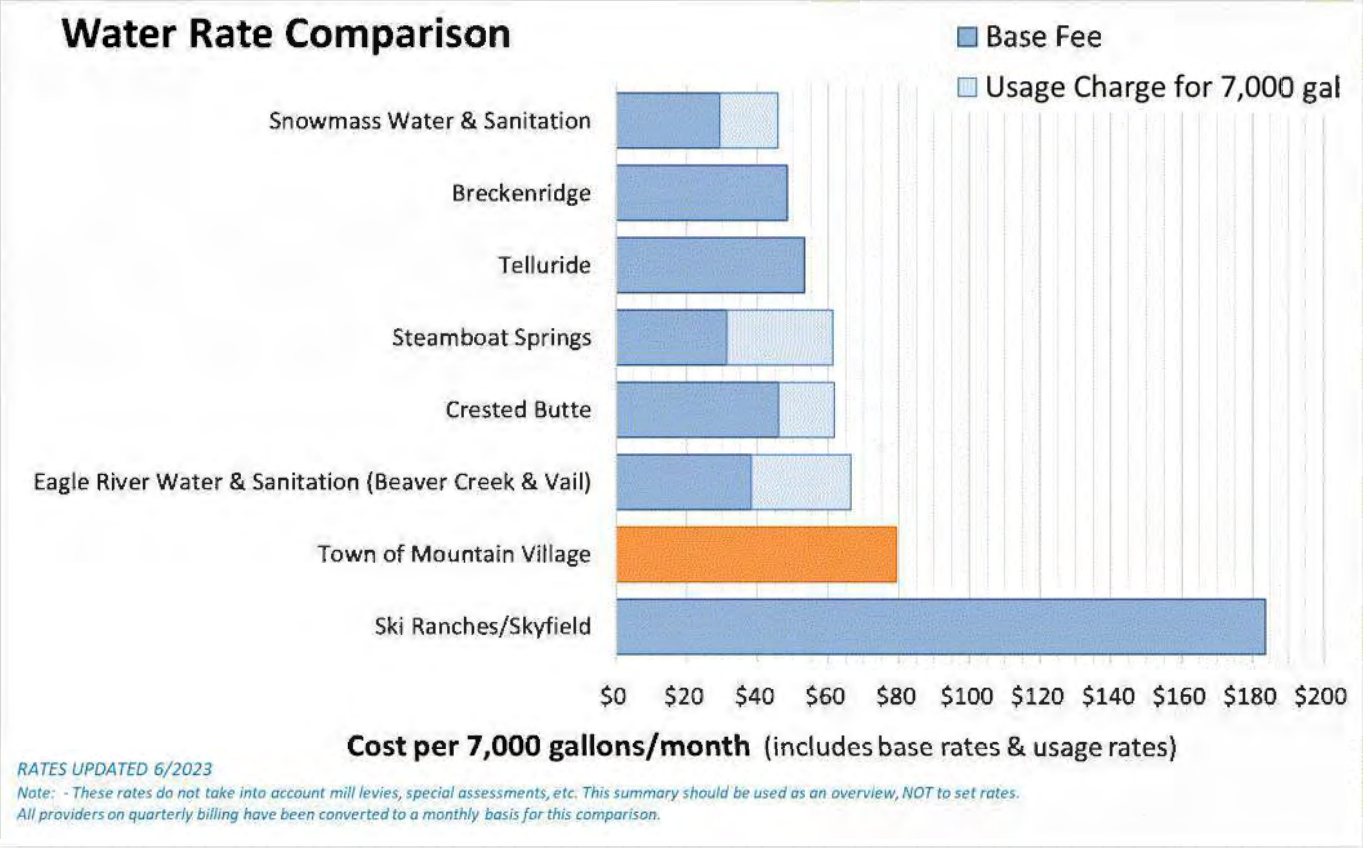


Figure 2-1: Water Rate Comparison for Ski Town Water Providers

2.4 Sewer Rate Comparison

Figure 2-2 compares the Town's sewer rates to rates charged by other sewer providers for ski town resorts on the western slope of Colorado. Similar to the water rate comparison, this figure serves as a tool to understand the possible public perception of the Town's sewer rates and proposed rate increases. This information is provided for comparison purposes only and is not recommended for rate setting. A more detailed sewer rate comparison is in **Appendix B** to this memo, which shows the rate structures for other sewer providers.

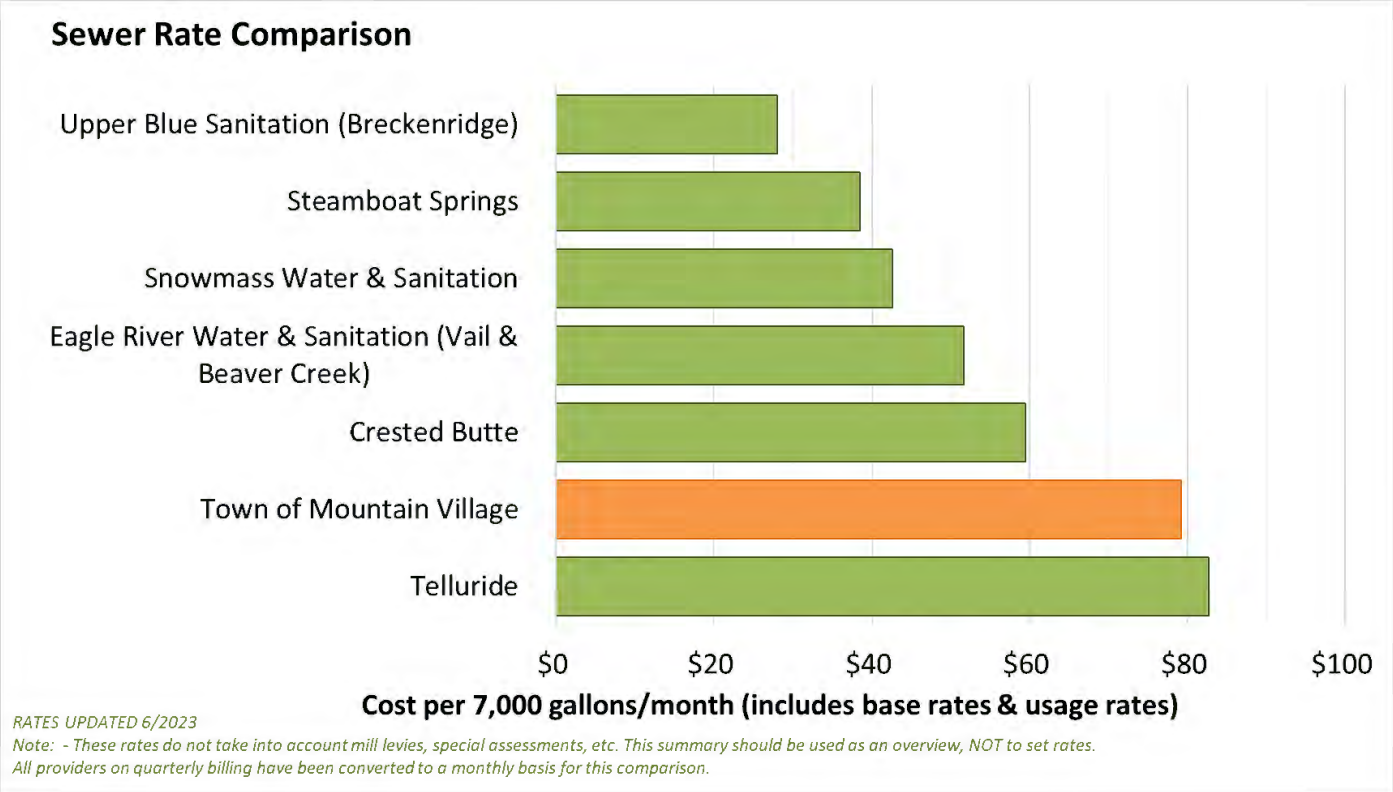


Figure 2-2: Sewer Rate Comparison for Ski Town Sewer Providers

3.0 Tap Fee Study

The purpose of this section is to provide information to the Town of Mountain Village on its water system tap fees, to recommend updated tap fees based on a rational nexus, and to recommend future adjustments on tap fees. Tap fees are also referred to as water system impact fees or plant investment fees. For the remainder of this report, the terminology “tap fees” will be used to describe these utility impact fees.

The Town imposes tap fees on new development to ensure that development “pays its own way,” and that development has a “buy-in” to the current infrastructure. Tap fees are charged for new service connections to offset the increased capacity burden placed on water and wastewater systems. The tap fees ensure that the Town can afford any upgrades to current water and wastewater infrastructure required for meeting increased demands on the system caused by new developments. These fees represent a significant funding source for the Town’s wholesale infrastructure.

Tap fees also represent a significant expense to the development community that is reflected in the cost of housing and services in the community. It is important that municipal water service providers charge an equitable amount and have a methodology for setting these fees so that they are rational, fair, efficient, and equitable to meet current and future anticipated conditions.

3.1 Background

The Town charges a tap fee of $10,000 ($5,000 for water and $5,000 for sewer) per equivalent building unit (EBU). An EBU is a unit of measurement equivalent to the water demand for a single-family residential house. The tap fee is $10,000 for a 3,000 square foot (SF) home. The charge for each additional 500 SF is $2,000.

Figure 3-1 shows the comparison of the Town’s tap fees among different service providers in ski town resorts on the western slope of Colorado. Similar to the water and sewer rate comparison, this figure serves as a tool to understand the possible public perception of the Town’s tap fees. This information is provided for comparison purposes only and is not recommended for setting tap fees. More detailed water and sewer tap fee comparisons are in **Appendix C** to this report.

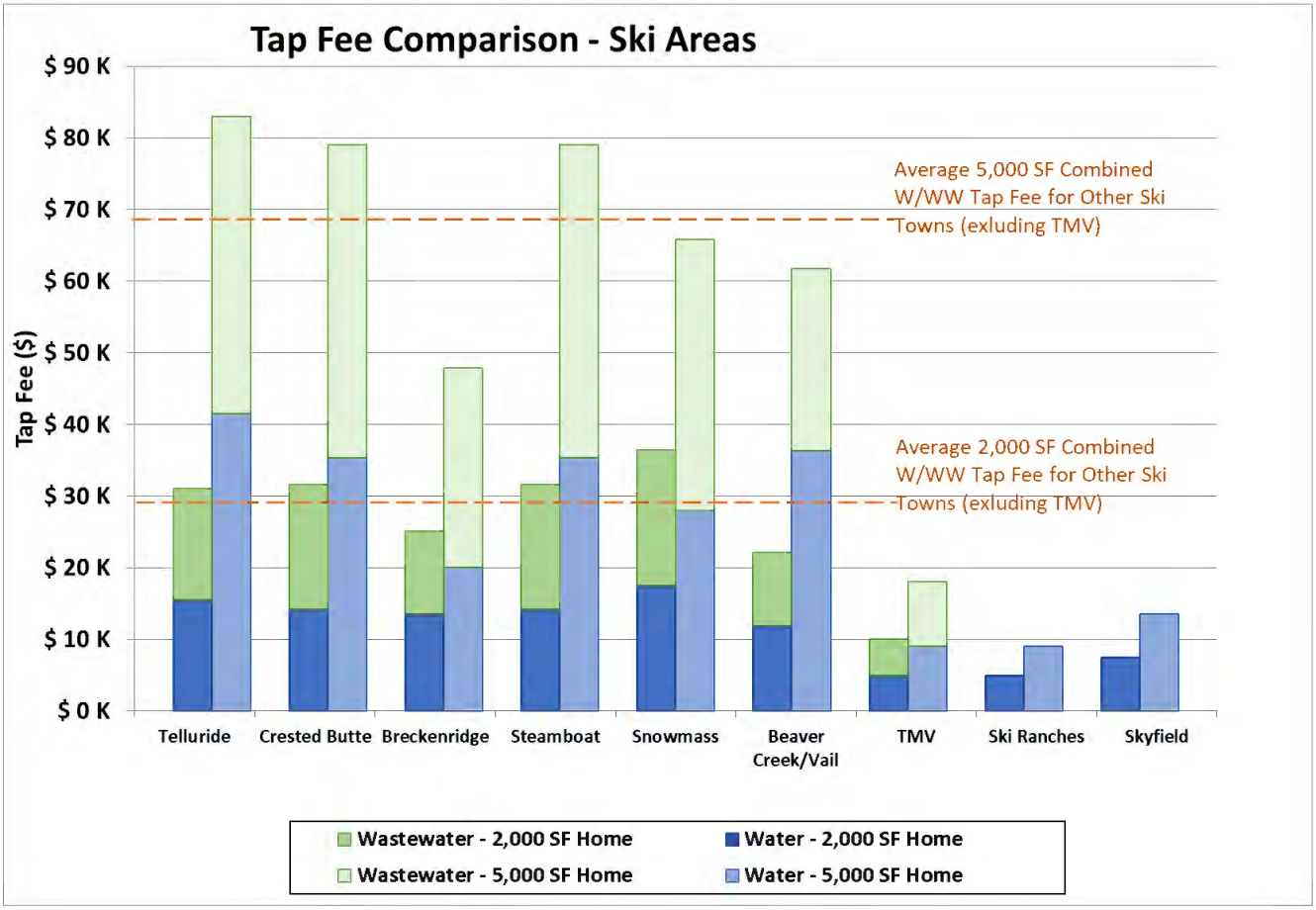


Figure 3-1: Tap Fee Comparison for Nearby Water and Sewer Providers

The current tap fees for the Town of Mountain Village, Ski Ranches, and Skyfield are notably lower than the average for ski area water providers in Colorado. One key difference from neighboring water utilities to the Town, Ski Ranches, and Skyfield, is that neighboring water utilities tend to have a larger difference between their smaller residential consumers (2,000 SF homes, as a proxy), and their larger residential consumers (5,000 SF homes, as a proxy). This difference accounts for the fact that larger homes put more stress on the water treatment and distribution system and wastewater collection and treatment system.

3.2 Rational Nexus

This report will provide commonly used methodology, known as a "*rational nexus*," along with the supporting factual information to allow the Town to modify and update the current tap fees.

3.2.1 Cost per EBU

The development of a rational nexus for tap fees requires developing a cost per unit of measurement. In this report, the unit of measurement will be one EBU. This cost per EBU will form the basis for a direct connection between the demand placed on Town infrastructure by water demand from new development, and the cost for the Town to

provide the infrastructure necessary to provide service to each EBU. This methodology for definition of an EBU has been established by the Town and is available on the Town's website.

These EBU definitions for each property type can be and were used to provide apples-to-apples tap fee comparisons between municipalities, as not all water service providers define an EBU the same way.

SGM used this methodology as a basis to recommend future tap fees that are equitable to both the developer and the Town.

3.2.2 Rational Nexus based upon Town Policy

Before tap fees can be determined, each municipal entity should provide broad policy objectives to define the purpose of the fees. Examples of broad policy objective could include:

- Funding major capital improvements
- Paying for future infrastructure capacity/growth needs for a growing community
- Minimizing debt
- Equity recovery
- Maintaining the retained earnings and cash reserves to meet capital, or possible emergency needs of the utility
- Enabling affordable housing
- Minimizing monthly service fees

Town staff provided input to SGM that the goal is not to use tap fees to pay for major capital improvement projects, such as the Town's share of the new WWTP. The Town's broad objective for tap fees is equity recovery for existing infrastructure. The new WWTP will be financed through rates.

3.2.3 Legal Basis for Rational Nexus

The courts have established criteria necessary to justify tap fees. Historically, customers, homeowners, builders, and developers have questioned the amount and methodology for assessing tap fees. It is important for those involved with enterprise fund operations to understand what makes a tap fee system defensible or subject to challenge. This report will form the rational nexus to allow the Town to adjust the current tap fees and comply with the industry standard legal process for setting these metrics.

Krupp v. Breckenridge Sanitation District

In Colorado, the Supreme Court's 2001 ruling in Krupp v. Breckenridge Sanitation District set precedence for the criteria under which tap fees are valid. This case involved a developer who challenged the Breckenridge Sanitation District in court for how a multi-family development was assessed impact fees. The developer claimed an unconstitutional takings and claimed that tap fees were unfairly determined. In other parts of the country, courts have held that there is a "rational nexus between the fee and the impact of the proposed development". Ultimately, the Colorado Supreme Court ruled in favor of the Breckenridge Sanitation District. The criteria the court used in the ruling included the following key criteria:

- Is there a clear underlying philosophy for the fee and is the fee legally implemented?
- Is the basis for class distinctions rational and fair?
- Did competent independent experts perform the tap fee study?
- Was the database used pertinent and was the analysis correctly done?
- Were the fee design and resulting rates rational?

In its ruling, written by Justice Gregory Hobbs Jr., the Colorado Supreme Court reviewed and commented on the criteria for the establishment of valid tap fees. The court issued the following findings on each criterion in this case:

- The District had a clearly defined policy, properly enacted, that growth would not be subsidized by existing customers.
- The tap fee is authorized under state law.
- Its assessment schedule distinguishes fairly between different types of developments.
- The District commissioned an independent expert to evaluate its conversion schedule and assessments.
- The experts report confirmed the validity of the customer type service distinction and found that multi-family development units, in this case, temporary rental units, have higher peak-flow requirements than single family units.
- The conversion units used to determine fees were reasonably based on the reports analyses.
- The tap fees fell within the justifiable range of fees as provided by the reports methodology.
- The District's fees were rational.

This analysis of tap fees will establish a rational nexus, using the Town's current EBU definitions and cost estimates for its wholesale infrastructure. This report will provide the Town of Mountain Village a rational basis for setting tap fees.

3.3 Methodology

The Town of Mountain Village currently has a combined tap fee ($10,000 as of 2023) wherein half of the tap fee is attributed to the water system ($5,000) and the other half is attributed to the sewer system ($5,000). The Ski Ranches and Skyfield systems have a separate sewer system but receive water through the same system as the Town.

Therefore, the tap fee for Ski Ranches is 50% of the tap fee for the Town to contribute to the existing water system ($5,000). There are additional distribution infrastructure associated with Skyfield compared to Ski Ranches, so the current tap fees for Skyfield are 75% of the tap fee for the Town ($7,500). For the updated tap fee rates, SGM analyzed the Town's wholesale infrastructure for water and sewer to determine an updated combined tap fee and recommend applying the same percentages currently used for Ski Ranches and Skyfield for the updated tap fees (50% and 75%, respectively).

3.3.1 Buy-In, Incremental, and Hybrid Methods

Tap fees can be calculated with the Buy-In, Incremental, or Hybrid method. The Buy-In method assesses original capital cost of system assets. The Incremental method assesses future capital costs of growth-related projects, or future replacement costs. Future replacement costs are more expensive than original costs due to the time value of money. Replacing infrastructure around existing development includes costs that the original construction does not, such as replacing asphalt, moving utilities, redirecting traffic, etc. The Hybrid method assesses a combination of costs of existing infrastructure and future projects. This analysis utilizes the Hybrid method, which is suitable for the Town, because it is a mature utility with much existing infrastructure and modest growth expectations.

3.3.2 Wholesale Infrastructure

In this method, tap fees pay for the wholesale infrastructure that benefits the entire community, and not the retail facilities that are dedicated by the development community or individual users. Wholesale infrastructure is defined as that infrastructure which the entire customer base relies upon for water service. SGM has determined appropriate costs based on input from the Town and the inventory that was provided. **Table 3-1** shows the overview of categorized wholesale fixed assets from the Town that SGM used to calculate recommended tap fees.

What Is Included:

- Water Tanks
- Pump Stations
- Hydrants
- Manholes
- Primary and Secondary Sewer Mains (see **Figure 3-2**). All sewer mains are 8-inch lines, though some service larger areas than others.
- Treated Water Distribution Lines (8-inch to 12-inch)

What Is Not Included:

- Water service lines that serve customers directly, that are 6 inches in diameter or smaller. These are commonly defined as retail infrastructure. While lines that are 8 inches in diameter may sometimes be considered retail infrastructure for certain utilities, SGM considered the replacement of the 8-inch lines as wholesale infrastructure, due to the fact that the majority of the water distribution system (69%) consists of 8-inch lines.

- Any sewer lines not considered to be primary or secondary sewer mains (see **Figure 3-2**).
- Raw water system infrastructure.
- The cost of the Telluride WWTP – which will benefit all existing and future customers – will be paid for through service fees and not tap fees. Tap fees are instead used as equitable buy-in to the existing infrastructure. Once the WWTP is constructed and completely paid for and is then part of the existing system, tap fees can be re-calculated to include this infrastructure cost.
- Existing water and wastewater treatment facilities, even though these are commonly considered wholesale infrastructure. The Town does not have a water treatment plant; instead, the water treatment facilities are relatively simple and low-cost, as groundwater from wells is treated with chlorination. The existing wastewater treatment plant was not considered in the tap fee assessment for multiple reasons: the existing WWTP is not owned by the Town and is shared among multiple entities besides the Town; Ski Ranches and Skyfield do not use the WWTP; and the additional cost would result in a tap fee that is significantly higher than other ski towns.

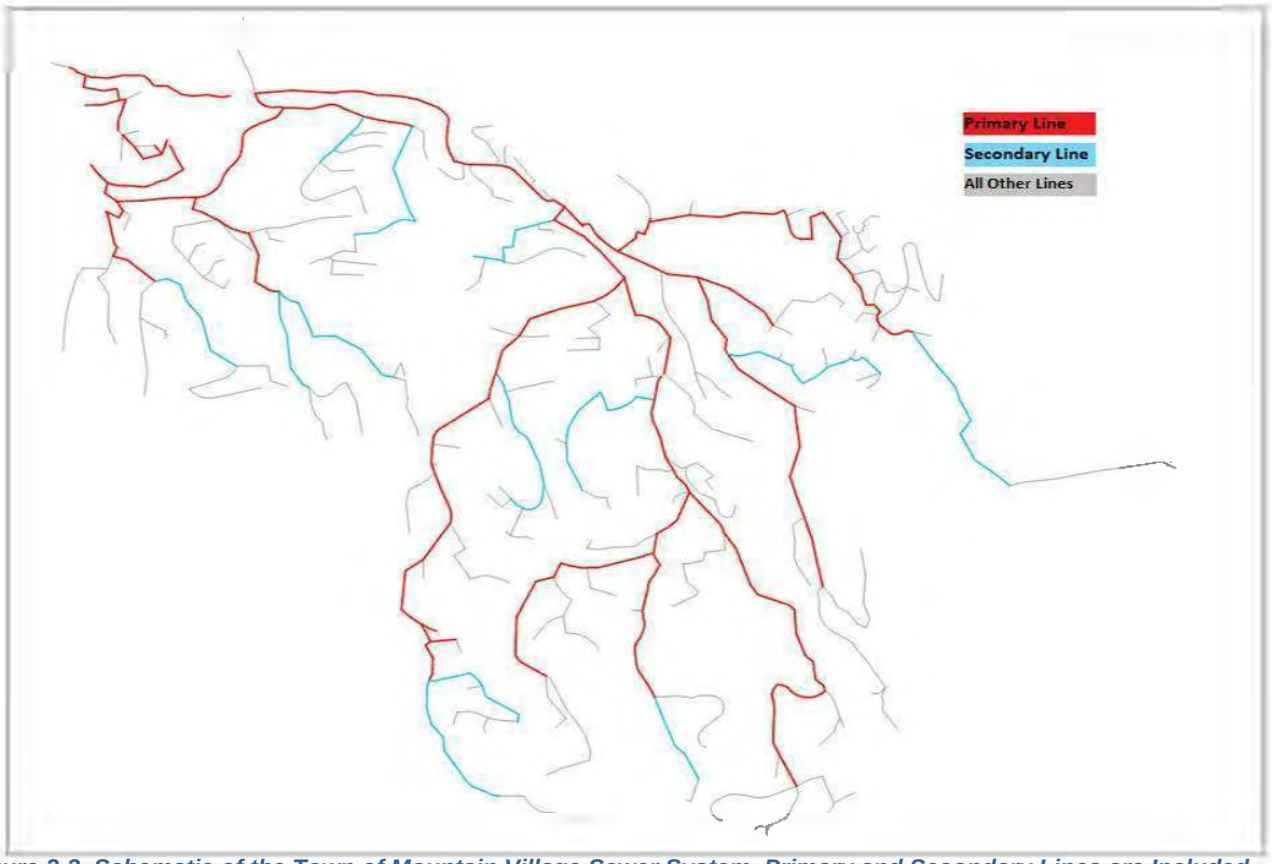


Figure 3-2. Schematic of the Town of Mountain Village Sewer System, Primary and Secondary Lines are Included in the Tap Fee Assessment

3.4 Costs

The Town provided an asset inventory for all key Town owned and maintained water and sewer infrastructure, summarized in **Table 3-1**. Note that this does not include the cost to replace water and wastewater treatment plants, as described further in **Section 3.3.2.**

Water line costs were based on a 2023 construction bid for water line replacements outside of Aspen, Colorado. Sewer line and manhole costs were estimated based on a 2022 Capital Improvement Plan for a nearby water provider prepared by SGM and adjusted for inflation. Costs of all other infrastructure were estimated by SGM's municipal and water/wastewater treatment teams, which regularly design and estimate costs for similar systems.

Table 3-1: Overview Town of Mountain Village Water and Sewer Asset Inventory

System Component		Quantity	Cost in 2023 Dollars
Water Mains	*3-in*	5,971 LF	$3,642,474
	4-in	5,877 LF	$3,584,777
	6-in	15,005 LF	$9,153,239
	8-in	125,574 LF	$78,101,883
	10-in	16,537 LF	$10,496,477
	12-in	12,937 LF	$8,391,974
Sewer Mains (8-in)	*Primary Lines*	54,607	$21,296,551
	Secondary Lines	22,597	$8,813,025
	All Other Lines	78,355	$30,558,414
Tanks		6 tanks 3.1 million gallons	$16,895,000
Pumps		1 CT	$500,000
Hydrants		330 CT	$3,960,000
Manholes		706 CT	$5,835,090
Total			**$201,228,903**

Notes: LF = linear feet; CT = count

The age of the Town's primary infrastructure ranges from thirty to fifty years old. The Town's six tanks, storing a combined total of 3.1 million gallons age from the 1970s to the early 1990s. The majority of six to 12-inch lines were built between 1986 and 1996. Consistent with the Hybrid Method, as described in Section 3.3.1, costs were determined based on cost to replace the infrastructure. This is appropriate for evaluating buy-in cost for aging infrastructure.

Appendix D has a more detailed inventory of wholesale infrastructure and present-day costs included in the Tap Fee Study.

3.5 Tap Fee Options

The current tap fee is $10,000 for one EBU (up to 3,000 SF), with an additional square footage charge of $2,000 per 500 SF. This section presents three options for new proposed tap fee per EBU for water and wastewater combined. For each of the three options, the extra square footage cost would also increase proportionately.

The tap fee on a per EBU basis was calculated as the total value of wholesale infrastructure divided by the number of EBUs at buildout, 3,113 EBUs which was provided by Town staff as a conservative target. EBUs for Ski Ranches and Skyfield were not included as they have a separate water distribution system. As described in **Section 3.3**, tap fees for Ski Ranches and Skyfield are calculated as a percentage of the tap fee for Town of Mountain Village.

There is flexibility in what is categorized as wholesale infrastructure. As such, SGM developed three tap fee options which vary based on what is included as wholesale infrastructure. The three options present a range of tap fee amounts.

The baseline for all options is the inclusion of the 10 to 12-inch treated water distribution lines (16% of total water lines) the primary and secondary sewer mains (50% of total sewer lines), water tanks, pump stations, hydrants, and manholes. The other two options presented herein include varying amounts of 8-inch treated water distribution lines to increase the percentage of the existing water line system being represented in the whole sale infrastructure that is incorporated into the tap fee. This is especially important to consider given that most if not all of Town of Mountain Village's water lines were installed between the 1970's to the late 1990's.

The three options presented in this report were developed based on feedback from Town staff on June 22, 2023. The three recommended options are presented in **Table 3-2** through **Table 3-4** below, with descriptions of each option above the table. The tap fee options are for one EBU, developments that are less than one EBU (such as deed-restricted units) or that exceed one EBU would be adjusted according to the corresponding number of EBUs.

Option 1, presented below in **Table 3-2**, includes the 10 to 12-inch treated water distribution lines (16% of total water lines), the primary and secondary sewer mains (50% of total sewer lines), water tanks, pump stations, hydrants, and manholes. The proposed tap fee with the estimated 3,113 EBUs at build-out is $24,500, which is $5,000 lower than the average combined water and wastewater tap fee for a single family home in other Colorado ski towns, but which is $14,500 more than what Town of Mountain Village currently charges for combined tap fees (see **Figure 3-1**).

Table 3-2. Proposed Tap Fee Option 1

System Component		% Included	Cost
Water Mains	*3-in*	0%	$0
	4-in	0%	$0
	6-in	0%	$0
	8-in	0%	$0
	10-in	100%	$10,496,477
	12-in	100%	$8,391,974
Sewer Mains (8-in)	*Primary Lines*	100%	$21,296,551
	Secondary Lines	100%	$8,813,025
	All Other Lines	0%	$0
Tanks		100%	$16,895,000
Pumps		100%	$500,000
Hydrants		100%	$3,960,000
Manholes		100%	$5,835,090
		Total	**$76,188,117**
		EBUs at Buildout	**3,113**
		Option 1 Proposed Tap Fee	**$24,500 per EBU**

Option 2, detailed in **Table 3-3**, includes the 10 to 12-inch treated water distribution lines and 25% of the 8-inch water lines (33% of total water lines), the primary and secondary sewer mains (50% of total sewer lines), water tanks, pump stations, hydrants, and manholes. The proposed tap fee is $30,800, which is comparable to the average combined water and wastewater tap fee for a single-family home in other Colorado ski towns.

Table 3-3. Proposed Tap Fee Option 2

System Component		% Included	Cost
Water Mains	*3-in*	0%	$0
	4-in	0%	$0
	6-in	0%	$0
	8-in	25%	$19,525,471
	10-in	100%	$10,496,477
	12-in	100%	$8,391,974
Sewer Mains (8-in)	*Primary Lines*	100%	$21,296,551
	Secondary Lines	100%	$8,813,025
	All Other Lines	0%	$0
Tanks		100%	$16,895,000
Pumps		100%	$500,000
Hydrants		100%	$3,960,000
Manholes		100%	$5,835,090
		Total	**$95,713,588**
		EBUs at Buildout	**3,113**
		Option 2 Proposed Tap Fee	**$30,800 per EBU**

Option 3, shown in **Table 3-4**, ensures that tap fees provide buy-in to 50% or more of the existing water distribution system, by including the 10 to 12-inch treated water distribution lines and 75% of the 8-inch water lines (68% of total water lines), the primary and secondary sewer mains (50% of total sewer lines), water tanks, pump stations, hydrants, and manholes. The proposed tap fee is $43,300, which is slightly higher but comparable to Snowmass Water and Sanitation District tap fees.

Table 3-4. Option 3 – Proposed Tap Fee Options

System Component		% Included	Cost
Water Mains	*3-in*	0%	$0
	4-in	0%	$0
	6-in	0%	$0
	8-in	75%	$58,576,412
	10-in	100%	$10,496,477
	12-in	100%	$8,391,974
Sewer Mains (8-in)	*Primary Lines*	100%	$21,296,551
	Secondary Lines	100%	$8,813,025
	All Other Lines	0%	$0
Tanks		100%	$16,895,000
Pumps		100%	$500,000
Hydrants		100%	$3,960,000
Manholes		100%	$5,835,090
		Total	**$134,764,529**
		EBUs at Buildout	**3,113**
		Option 3 Proposed Tap Fee	**$43,300 per EBU**

3.6 Recommendations

SGM recommends proceeding with tap fee Option 3 ($43,300 tap fee) or, at a minimum, tap fee Option 2 ($30,800 tap fee).

As provided in the Town's asset inventory list (shown in **Appendix D**), most of the key infrastructure was installed between 1970 and 1996. With most of the Town infrastructure nearing or exceeding 30 years of age, it is increasingly important to support existing infrastructure that will likely need to be replaced in the foreseeable future. Tap fee Option 3 provides buy-in to 68% of the existing water lines, 50% of the sewer lines, and all tanks, pumps, hydrants, and manholes. A tap fee of $43,300 would put the Town at a higher rate than other Colorado ski towns for a single-family home (one EBU generally defined as homes up to 3,000 SF). However, the difference is not excessive, and the Town would have a rational nexus for this tap fee. Option 2, while being more in-line with the average Colorado ski town tap fee for one EBU at a tap fee of $30,800, only provides buy-in to 33% of the water lines (compared to 68% with Option 3).

Based on **Table 3-1**, the cost of the entire key infrastructure is over $200 Million. Charging tap fees that support the entire existing infrastructure would result in a tap fee of over $64,000. This far exceeds the average tap fee for Colorado ski towns for similar sized single-family homes, as shown in **Figure 3-1**. Option 2 and Option 3 account for about 47% and 67% of the total existing infrastructure costs, respectively. Both options balance

the Town's goals for allowing development to pay its own way without discouraging development with excessive tap fees.

Table 3-5 below shows the three options, with the recommended option highlighted. The current tap fee of $10,000 covers one EBU up to 3,000 SF, with an extra square footage cost of $2,000 per additional 500 SF. The table shows the proportionate increase in square footage cost for each option (for example, if the tap fee was increased 10% the square footage cost increased 10%).

Table 3-5: Summary of Tap Fee Options

	Tap Fee per EBU (up to 3,000 SF)	Extra Square Footage Cost	% of Water Distribution Lines*	% of Sewer Collection Lines*
2023 Tap Fee	$10,000 per EBU	$2,000/500 SF	4%	0%
Option 1	$24,500 per EBU	$4,900/500 SF	16%	50%
Option 2	$30,800 per EBU	$6,160/500 SF	33%	50%
★ **Option 3 (Recommendation)**	**$43,300 per EBU**	**$8,660/500 SF**	**68%**	**50%**
Note: Each option includes 100% of the tanks, pumps, hydrants, and manholes.				

As described in **Section 3.3**, for the updated tap fee rates for Skyfield and Ski Ranches, SGM applied the same percentages currently used for Ski Ranches and Skyfield compared to the Town (50% and 75%, respectively). The resulting recommended tap fees for the Town, Skyfield, and Ski Ranches are summarized in **Table 3-6.** For Hotels within the Town, the extra square footage cost is currently higher, at $2,500 per 500 SF. The same multiplier (4.33) would be applied consistently to all accounts, as shown in **Table 3-6**.

Table 3-6: Recommended New Tap Fees for Town, Skyfield, and Ski Ranches

			Tap Fee per Tap			Extra Square Footage Cost		
Area	**Classification**		**Current**	**Proposed**	**Square Footage**	**Current**	**Proposed**	**Extra SF**
Town of Mountain Village (Water & Wastewater)	Single Family, Duplex, Condo, Fireman		$10,000	$43,300	*up to 3,000 SF*	$2,000	$8,660	*/ 500 SF*
	Commercial (per 2,000 SF)		$10,000	$43,300	***per** 2,000 SF*		-	
	Hotel		$2,000	$8,660	*up to 500 SF*	$250	$1,083	*/ 50 SF*
	Hotel Eff		$3,000	$12,990	*up to 750 SF*	$250	$1,083	*/ 50 SF*
	Lodge Efficiency (Kitchen)		$2,500	$10,825	*up to 750 SF*	$250	$1,083	*/ 50 SF*
	Deed Restrict	Emp Condo	$5,000	$21,650	*up to 3,000 SF*	$2,000	$8,660	*/ 500 SF*
		Emp Dorm	$2,500	$10,825	*up to 3,000 SF*	$2,000	$8,660	*/ 500 SF*
Skyfield (Water Only)	Single Family. Fireman		$7,500	$32,475	*up to 3,000 SF*	$1,500	$6,495	*/ 500 SF*
Ski Ranches (Water Only)	Single Family, Fireman		$5,000	$21,650	*up to 3,000 SF*	$1,000	$4,330	*/ 500 SF*

Many Colorado ski towns also have a higher rate for larger homes that put a greater stress on the distribution systems when compared to the Town. The recommended tap fee (Option 3) with the proportionate increase in cost per additional square foot is comparable to other ski towns, as shown in **Figure 3-3** below.

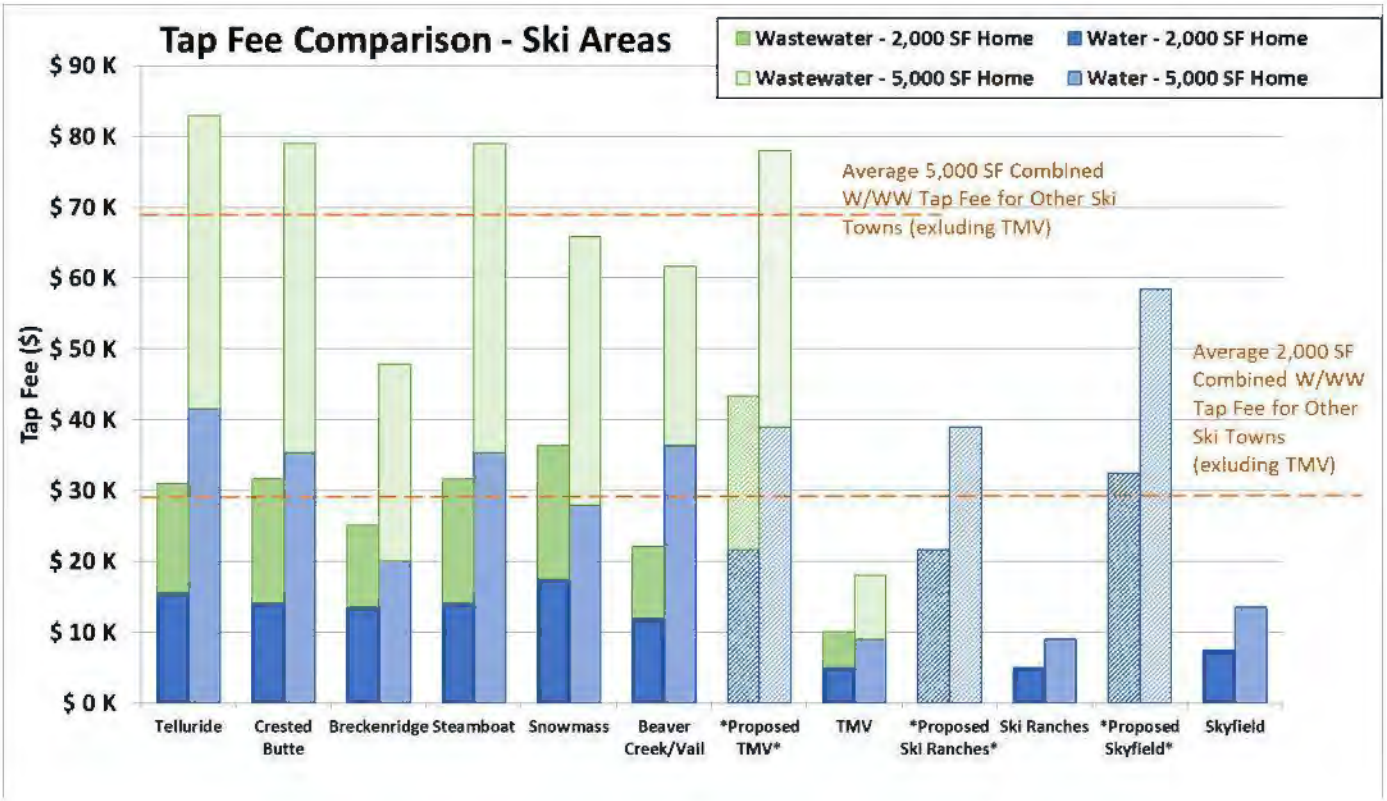


Figure 3-3. Comparison of Proposed Tap Fee Option 3 to Other Ski Towns

4.0 Analysis of Water Usage and Rate Revenues

SGM analyzed 2022 monthly water usage and billing data (provided by Town staff).

4.1 Water Usage and Revenue Trends

SGM compared the percentage of water use by tier compared with the percentage of revenue by tier, as shown in **Figure 4-1**. The revenue from Tier 1 includes Base Fee revenue as well as usage charge for construction accounts, the only customer type for which a usage charge is applied in Tier 1.

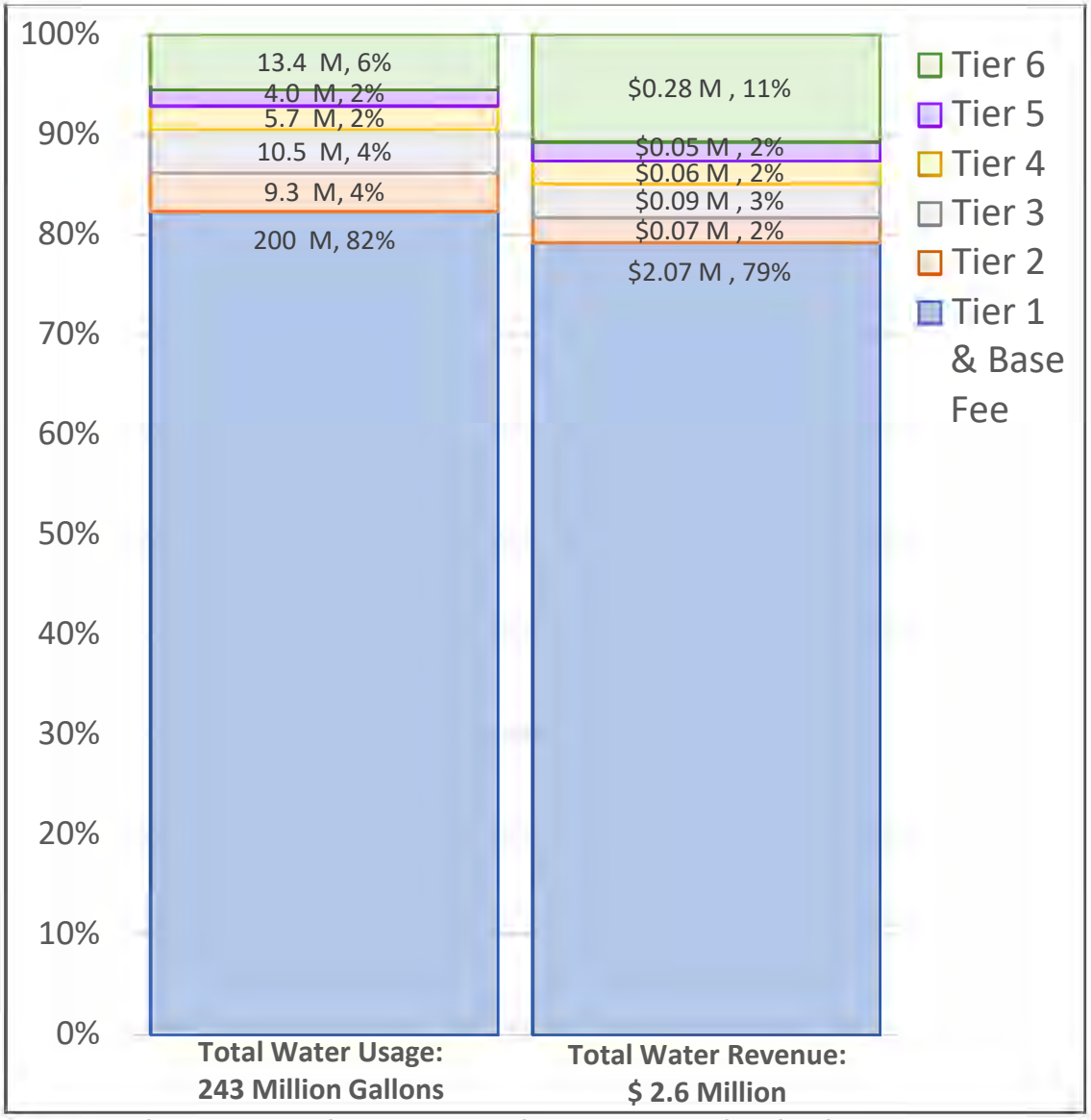


Figure 4-1: Annual Water Usage and Revenue Comparison by Tier

Figure 4-1 shows that most of the Town's water rate revenue comes from the Base Fee (and incidental Tier 1 usage charges). This revenue generated from the Base Fee and

Tier 1 usage is a stable source (compared to revenue from higher tiers, because it would not be impacted by water conservation measures.

SGM generally recommends that rates be structured such that the revenue generated from the most stable source (Base Fee and Tier 1) is sufficient to cover the fixed costs. Fixed costs are operational expenses that do not vary throughout the year due to demand (such as staff salaries, office expenses, and routine repair and replacement of infrastructure). Variable costs, on the other hand, refer to costs that vary based on how much water is produced (such as pumping costs, chlorine costs, etc.) Water treatment related operations and maintenance costs were approximately $1.2 M in 2022, of which SGM estimates at least $700,000 were fixed costs. In contrast, the revenue from the Base Fee and Tier 1 was estimated at over $2.0 M, more than enough to cover the fixed costs, and more than enough to cover all the water treatment related operations and maintenance costs.

This puts the Town in a stable position, allowing it to pay for its water treatment operations and maintenance costs, even in the event of reduced water sales due to water conservation measures. This allows the revenue from the higher block tiers to be used toward other items, such as capital improvement projects.

SGM finds that this rate structure is adequate. The water usage and revenue for all customer and all tiers is shown in **Figure 4-2** and **Figure 4-3**, respectively.

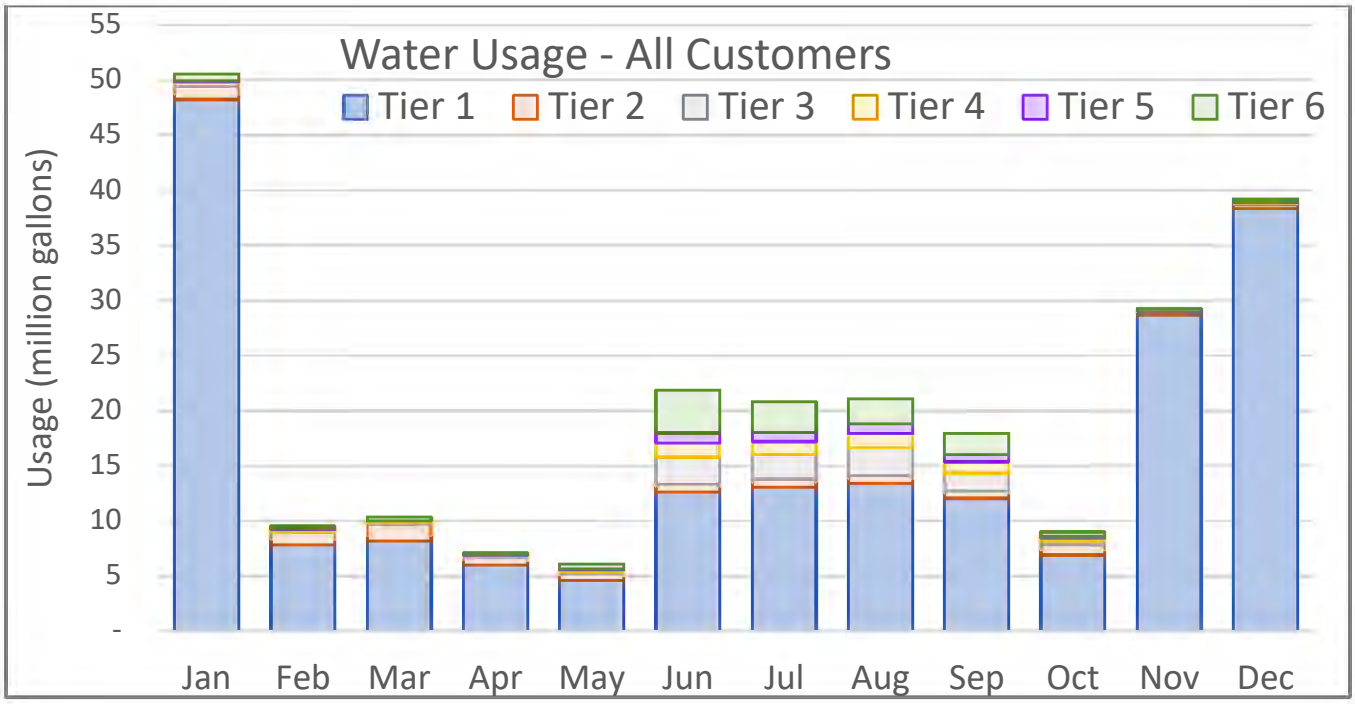


Figure 4-2: Monthly Water Usage by Tier for All Customers

The higher water usage and revenue in November through January is largely due to Telski Pond and for Telski snowmaking. The higher overall water usage and higher tired rate usage that occurs in June through September is most likely due to irrigation during the summer months. February through May appear to be the best months for estimating

baseflow water usage for Town of Mountain Village, which averages around 8 million gallons.

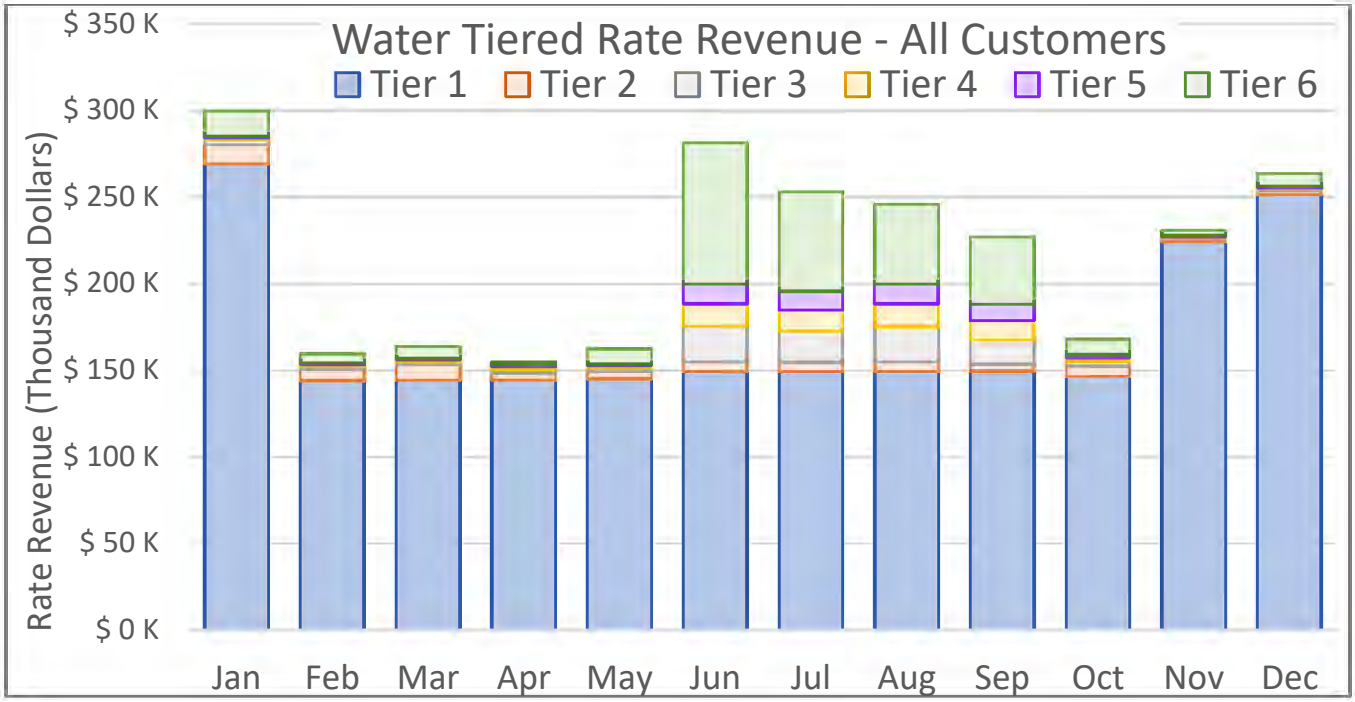


Figure 4-3: Monthly Revenue by Tier for All Customers

Water tiered rate revenue closely follows the water usage chart, with extra funds coming in during the summer months due to Tier 6 irrigation usage, and extra funds from Tier 1 usage at Telski Pond and for Telski snowmaking.

5.0 Cash Flow Model Development

SGM developed an Excel-based tool (referred to herein as the Cash Flow Model) to compare current and projected revenues, expenses, and reserve account balances under multiple planning alternatives. The Cash Flow Model was developed with input from Town staff based on the Town's Utility (Water and Sewer) Fund budgets from 2020 through 2023, with audited numbers from 2020 and 2021 and unaudited numbers from 2022 and 2023. Town staff provided an updated list of capital improvement projects (CIP) which forms the basis of the model. The Cash Flow Model is projected out 10 years. This was chosen to show the full life of all planned CIP projects.

The Utility Fund combines water and sewer finances; however, the Cash Flow Model separately tracks the water and sewer related expenses and revenues. This allows the model to compare water revenue to water expenses and sewer revenue to sewer expenses, thereby creating a rational nexus between the cost of service and the rates charged for each service. For purposes of tracking water and sewer finances separately, the Cash Flow Model applies a 60/40 split to shared Utility Fund revenues (such as miscellaneous expenses) and a 60/40 split for shared Utility Fund expenses (such as employee and office expenses). Town staff verified that this split is representative.

5.1 Expenses

All expenses presented are in present day (2023) dollars. Expenses will increase each year with inflation. The Cash Flow Model uses an average inflation rate of 3% for projecting future operations and maintenance expenses. This was determined based on the average increase in consumer price index for the Western United States over the last ten years (2013-2022). For future capital improvement project costs, SGM conservatively selected inflation rates for 2024-2026 to reflect the short-term inflation rate over the last three years (2020-2022) at an average rate of 4.76%. Inflation assumptions were verified by Town staff. The interest rate assumptions for the CIP are shown in **Table 5-1** below.

Table 5-1. Inflation Assumptions for Capital Improvement Projects in Cash Flow Model

Year	Inflation	Explanation
2024	4.76%	* 4.76% = Average increase in consumer price index in Western US over last 3 years (2020-2022)
2025	4.76%	
2026	4.76%	
2027 on	3.00%	* 3.0% = Average increase in in consumer price index in Western US over last 10 years (2013-2022)

5.1.1 Operations and Maintenance Expenses

Operations and maintenance (O&M) expenses include costs required to maintain daily operations, and costs for routine repairs and replacements. Examples of O&M expenses includes: staff salaries, operating supplies, shop and office space costs (rental or mortgage payments and utilities), vehicle maintenance and gas, etc. O&M expenses do *not* include water line replacements or capital improvement projects (listed in the following section). The Utility Fund budget includes combined expenses which are shared between water and sewer; these expenses were categorized in the Cash Flow Model as 60% water

and 40% sewer. This split was based on the average ratio of water and sewer O&M expenses in recent years and verified with Town staff. The O&M expenses are based on the 2023 proposed operating costs budget for the Town and Ski Ranches/Skyfield.

All expenses will increase by 3% annually in the Cash Flow Model, as previously described. The proposed 2023 budget for the Town for O&M expenses is shown in **Table 5-2**.

Table 5-2: Operations and Maintenance Expenses

Category	2023 Utility Fund Budgeted Expenses			Annual Projected Increase
	Combined[1]	Water	Sewer	
Plant O&M		$1,242,463	$730,688	3%
Transfer to General Fund – Overhead Allocation	$217,971			3%
Combined expenses are split 60/40 between water and wastewater				

5.1.2 New WWTP Cost (Debt Service Estimates)

The Town's wastewater is currently treated at the Regional WWTP at Society Turn, which Town of Telluride owns and manages. Telluride is in the early planning stages of a new WWTP, which is estimated now to cost roughly $90 Million. Telluride has not provided exact costs to the Town, nor has it provided cash flow projections for the WWTP capital expenditures. Furthermore, a cost sharing agreement has not been made among the parties that use the Regional WWTP. These unknowns for such a major expense present a significant challenge for the Town when trying to set rates to pay for this capital improvement project.

To address these unknowns, SGM developed a solution in conjunction with Town staff. The Cash Flow Model projects future costs based on the Town's anticipated share of a loan for the full Regional WWTP project cost. This approach allows the Town to start planning and building reserves for Regional WWTP project to the best of its ability based on the information available. When more details are solidified with Telluride, SGM recommends reviewing and updating this rate study.

While official information on cost sharing has not been provided by Telluride, Town staff estimate that the Town will be responsible for 35% of the cost of the new Telluride WWTP, meaning that the Town can anticipate being responsible for approximately $31.5 Million of the total cost.

The ultimate decision on the funding approach for the new Regional WWTP project will involve Telluride and other stakeholders besides the Town. While the Town does not have full control over what type of loan Telluride pursues, it is most likely that Telluride will apply for a loan from the State Revolving Fund (SRF) program, because this program offers competitively low interest. SRF program is a low interest loan program to finance the design and construction of public drinking water, wastewater, and stormwater infrastructure projects. Interest rates for SRF loans can range between 0.6-2.5%, and the payback period is commonly 20 years. The Cash Flow Model uses 3% interest as a conservative estimate to ensure that the Town can secure adequate funds.

SGM incorporated the Town's anticipated share of the future WWTP project cost as a debt service payment for an SRF loan with a principal amount of $31.5 Million (Town's anticipated 35% share of the $90 Million cost), a payback period of 20 years, and an interest rate of 3%. Given the in-depth application process for an SRF loan, 2025 is the earliest that debt service would realistically start. As such, SGM conservatively used 2025 as a start date for the projected loan payments in the Cash Flow Model. If the loan payments start later, the Town would have additional time to build reserves. **Table 5-3** below details the debt service and debt payment plan assumed in the Cash Flow Model.

Table 5-3. Debt Service Payment Assumptions for the New WWTP

	WWTP Loan
TOTAL PRINCIPAL	$31,500,000
Start Year (Jan)	2025
End Year (Dec)	2044
# Payments Periods	20
Finance Rate	3.0%
Annual Payment	$2,117,295

It is important to note that the cost and implementation of the proposed WWTP is still largely unknown, so as more information is obtained, SGM recommends updating the Cash Flow Model projections.

5.1.3 Capital Improvement Projects

The Town completed a formal capital improvement plan (CIP) in 2017. Since then, the Town has been maintaining its own list of capital projects, which Town staff provided to SGM. The complete capital improvement schedule included in the Cash Flow Model is in **Appendix F**. **Table 5-4** details the total cost of water and wastewater capital improvement projects by year. The new WWTP is not included as a capital project, as it is projected out as a debt service, as described in **Section 5.1.2.**

Table 5-4: Capital Improvement Project Schedule Summary of Total Annual Costs

Year	Water Capital Projects Estimated Annual Cost (2023 Dollars)	Wastewater Capital Projects Estimated Annual Cost (2023 Dollars)
2023	$901,500	3,801,818
2024	$926,602	531,657
2025	$458,192	556,964
2026	$401,822	8,623
2027	$38,135	-
2028	$365,980	-
2029	-	-
2030	$530,672	-
2031	$666,591	-
Notes: Costs are escalated at 4.76% for 2024-2026, then 3% annually		

5.2 Revenues

Water and sewer revenues are tracked separately in the Cash Flow Model.

5.2.1 Rate Revenue

The Town's primary source of revenue is water and sewer service rates.

Sewer rate revenue changes with the number of customers and the monthly fee charged; however, as this is a flat monthly service fee, sewer rate revenue is expected to stay relatively constant (and will not vary with respect to monthly water usage).

Water rate revenue changes with the number of customers, the monthly fee charged, and the amount of water used monthly by customers.

The following sections present multiple alternatives for rate increases and corresponding rate revenue projections. For the Baseline Condition (no rate increases) water and sewer rate revenue are based on the projected 2023 rate revenue. Other alternatives use the proposed water and sewer rate increases to project rate revenue.

Growth from new accounts factors into the calculations of rate revenue, because if there are new accounts added there will be additional rate payers. SGM incorporated Town staff's projections of new EBUs for known planned development for the next five years, shown in **Table 5-5**. For long term planning projections after the known planned developments, SGM used a growth rate of 0.5% per year. At the March 1, 2023 meeting, Town staff gave SGM a preliminary estimate of a max of 10 homes per year (a growth rate of 0.6%); however, new customer data from 2022 showed a 0.43% growth rate. Based on the range from 0.43% to 0.6%, a growth rate of 0.5% was used for the Cash Flow Model. Staff found this assumption representative at the June 22, 2023 meeting.

5.2.2 Tap Fee Revenue

The Town receives revenue from tap fees paid by developers. Town staff provided a schedule of anticipated tap fee revenue and new growth (additional EBUs), which is shown in **Table 5-5.**

Tap fee revenue is not a stable or reliable source of revenue, as it is dependent on the state of the economy and uncertain development plans. Due to these two factors, SGM does not recommend relying heavily on tap fee revenue in future projections. The Cash Flow Model therefore only projects tap fee revenue from the known planned developments shown in **Table 5-5**, and does not project tap fee revenue after 2028. Furthermore, for known developments, the Cash Flow Model projects only 50% revenue from the projected tap fees. For example, Town staff estimated the Town would receive $100,000 in tap fee revenue in 2024, as shown in **Table 5-5,** but the Cash Flow Model only projects $50,000 of tap fee revenue for that year.

Table 5-5: Growth and Tap Fee Revenue Projections for Known Developments

Year	Town of Mountain Village (Water & Sewer Combined)		Ski Ranches (Water Only)		Skyfield (Water Only)	
	Tap Fee Revenue (100%*)	New EBUs	Tap Fee Revenue (100%*)	New EBUs	Tap Fee Revenue (100%*)	New EBUs
2023	$ 245,000	10.0	$ 5,000	1.0	$ 2,000	1.0
2024	$ 100,000	32.0	$ 5,000	1.0	$ 2,000	1.0
2025	$ 1,100,000	22.0	$ 5,000	1.0	$ 2,000	1.0
2026	$ 100,000	10.0	$ 5,000	1.0	$ 2,000	1.0
2027	$ 100,000	57.7	$ 5,000	1.0	$ 2,000	1.0
2028	$ 100,000	89.2	$ 5,000	1.0	$ 2,000	1.0
This table shows the full tap fee income projected by Town staff. The Cash Flow Model projects only 50% of this revenue from the projected tap fees						

5.2.3 Grants and Loans

The Town currently has no projected income from grants and loans.

5.2.4 Late Fees

The Town forecasted budget estimated approximately $4,700 of annual late fee revenue for 2022 and 2023. SGM projected this value out for future years based on projected growth and rate increases.

5.3 Recommended Minimum Reserve Balance

The level of reserves maintained by a utility is an essential financial policy decision. Reserves allow a utility to respond quickly to emergencies and maintain service levels despite short-term variability in expenses and revenues.

5.3.1 Emergency Reserve

Emergency reserves allow a water provider to pay for sudden infrastructure and equipment replacement due to unforeseen emergencies such as fire, flood, landslide, tornado, etc. While water providers can often seek loans to cover such replacements, loan procurement takes time, and having those reserves on-hand allows the water provider to make the emergency repair quickly while minimizing time with lost or reduced service capacity.

SGM recommends keeping an emergency reserve balance required to cover the replacement of the single largest infrastructure piece that could fail at a single point in time. SGM recommends keeping an emergency reserve balance of at least $500,000 (in 2023 dollars) to cover costs associated with a full pump station repair or replacement (which is the Town's most expensive single infrastructure component). The Emergency & Loan reserve amount was chosen by Town staff at the meeting on February 21, 2023 between SGM and Town staff.

5.3.2 Operations and Maintenance (O&M) Reserve

An O&M fund reserve allows the Town to continue operations even if revenues from water sales are low (for example, during drought-triggered watering restrictions), or if the Town is unable to collect certain revenues (for example, due to a pandemic and/or recession). The Town plans to maintain a reserve balance of six months of O&M expenses.

5.3.3 Debt Service Reserve

The goal of a debt service reserve balance for the new WWTP is to ensure that the Town has sufficient reserves so it does not default on its share of the loan during unforeseen circumstances, such as major infrastructure failure. SGM recommends that the Town maintain at least $2,117,295 of reserve account funds (in 2023 dollars) to ensure that the Town maintains the restricted funds per its loan terms and that it keeps the reserves necessary to respond quickly to an emergency such as a major infrastructure failure. The debt service reserve is especially helpful in this circumstance because of the high level of uncertainty about the exact funding mechanism and cash flow projections for the Town's share of the Regional WWTP project.

5.3.4 Minimum Reserve Balance

The recommended reserve account balance is detailed below in **Table 5-6**. The balances shown in **Table 5-6** are in 2023 dollars. The minimum recommended reserve balance is increased by 3% annually to keep up with inflation.

Table 5-6: Recommended Reserve Account Balance

Reserve Balance (2023 $)		Description
Debt Service Reserve	$ 2,117,295	One year of annual debt service payment for WWTP (2025-2044)
O&M Reserve	$ 1,095,561	6 months O&M for water & sewer
Emergency Reserve	$ 500,000	Single most expensive piece of equipment (pump station)
Total	**$ 3,712,856**	Debt Service + O&M Reserve + Emergency Reserve
Escalation Rate	3%	Typical inflation rate

6.0 Expenses Revenue Comparison: Baseline Condition

This section shows projections from the Cash Flow Model for expenses, revenues, and the resulting reserve account balance if there are no rate increases; this is referred to as the Baseline Condition. At the end of 2022, the Town had a reserve balance of approximately $6,184,082 (based on the forecasted end of year balance from the 2023 budget), which meets and exceeds the recommended minimum balance of $3,712,856 (including Emergency Reserve, O&M Reserve, and Debt Service Reserve).

Figure 6-1 shows the projected reserve balance under the Baseline Condition (no rate increases). While the Town is in a favorable financial position currently, **Figure 6-1** shows that in order to meet expenses, maintain the reserve balance, and pay for capital projects in the future, it must raise water and sewer rates. In 2024 the utility fund balance is still above zero and the reserve balances, however, by 2030, the projected reserve balance dips below zero. The following section presents three alternatives for rate setting strategies to raise rates to allow the Town to continue to meet expenses, maintain a reserve balance, and fund capital projects.

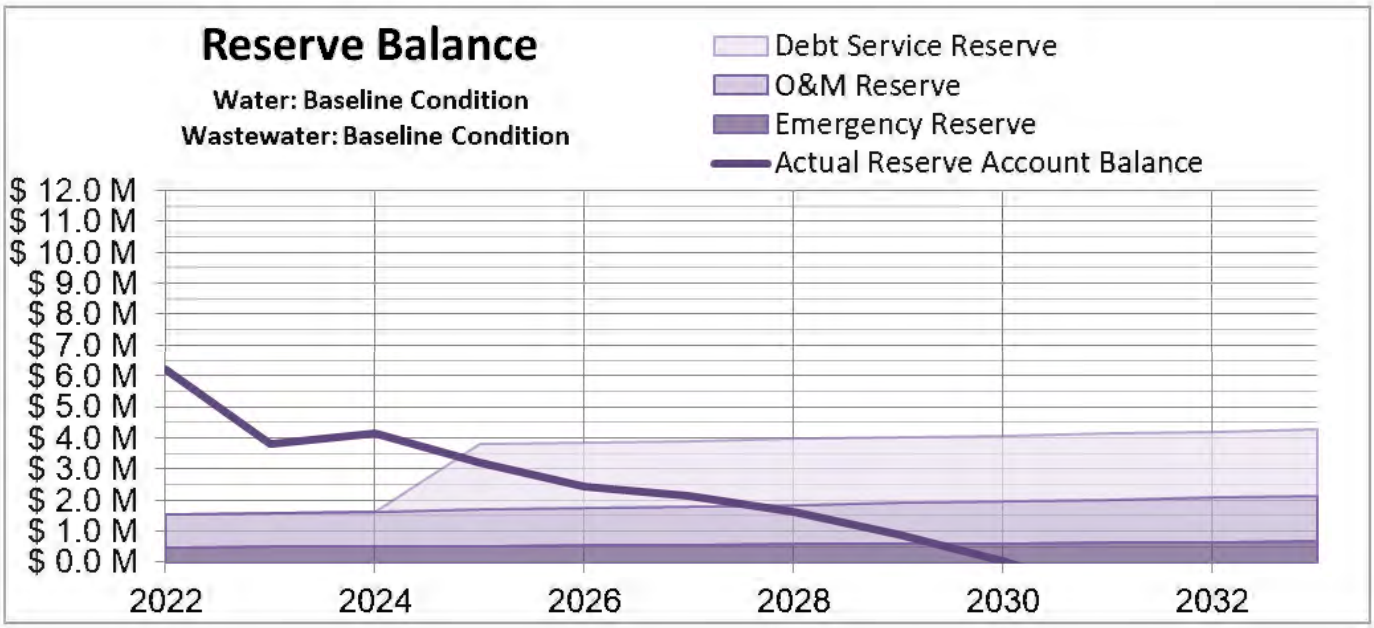
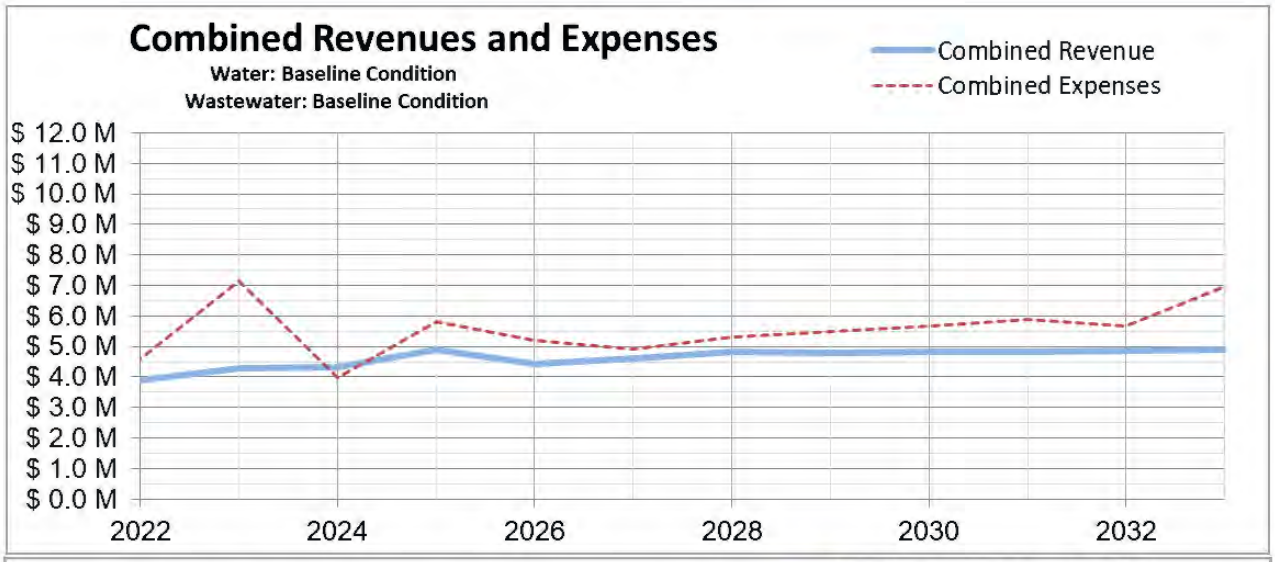
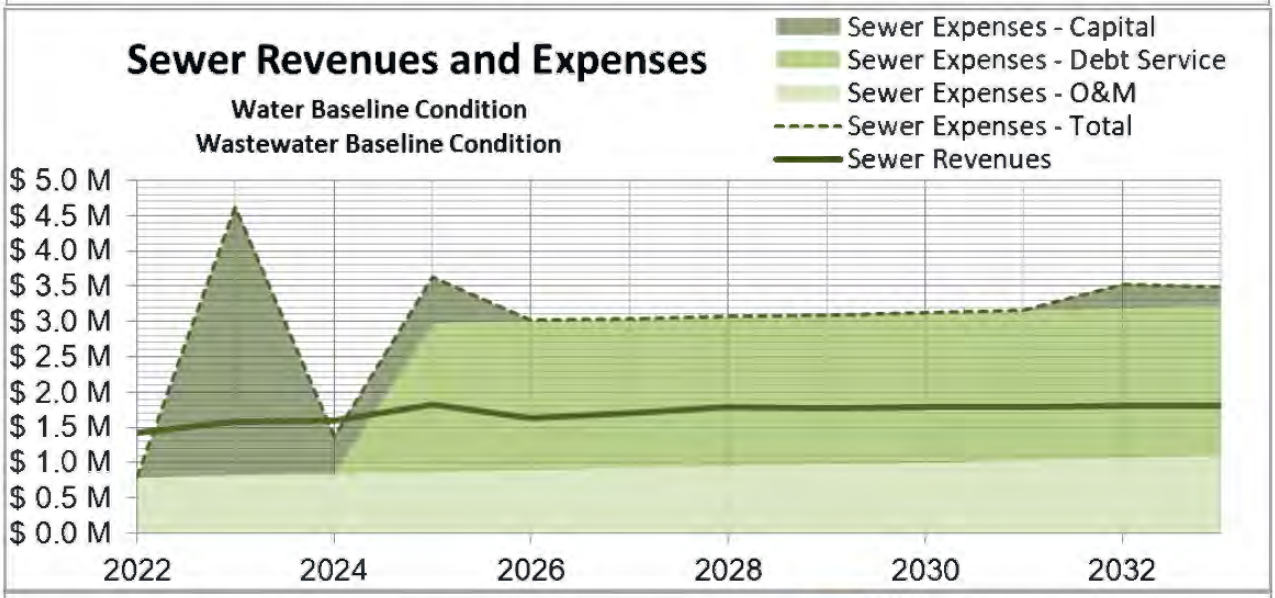


Figure 6-1: Reserve Balance Baseline Condition

Figure 6-2 shows that currently, water revenues exceed expenses, but sewer expenses exceed revenues. **Figure 6-2** also shows that O&M expenses will continue to rise with inflation and that planned capital improvement project costs will deplete the reserve balance over the next several years. Combined water and sewer expenses will continue to exceed revenues if the rates remain constant.

The Town currently has a more comprehensive list of capital projects for the sewer fund; this, when combined with costs for the new WWTP, results in sewer expenses generally exceeding sewer revenue. However, the Town does not currently have an extensive list of water capital projects. As a result, the water revenues are projected to exceed expenses. The excess water revenue is essentially being used to support sewer expenses in the Cash Flow Model.





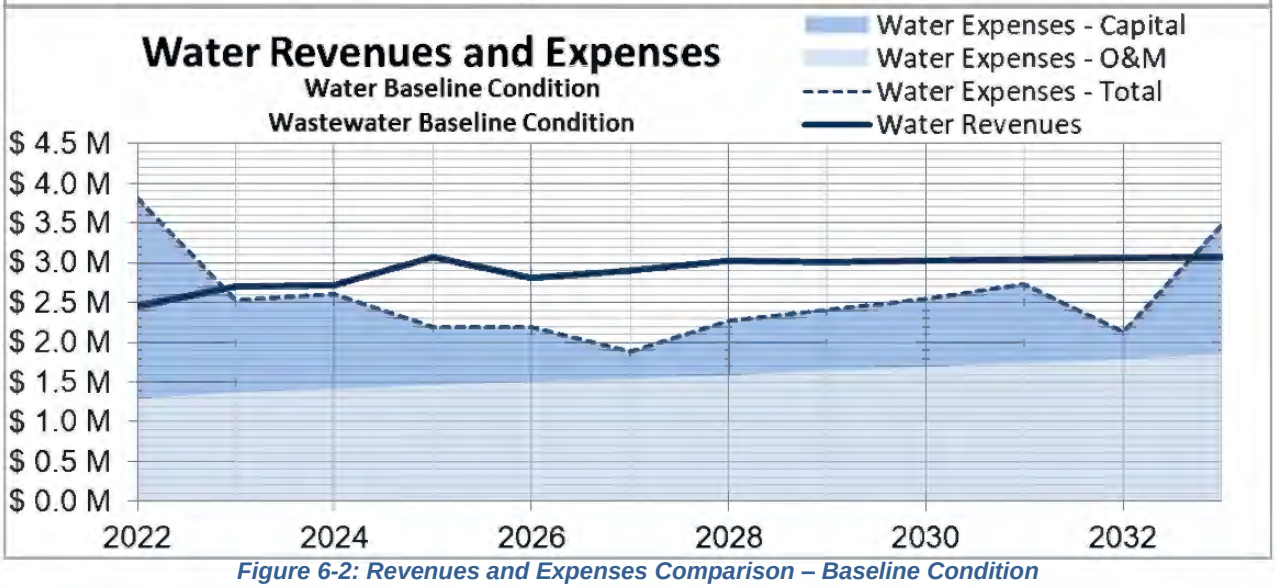


Figure 6-2: Revenues and Expenses Comparison – Baseline Condition

Figure 6-3 shows what the average monthly customer bill with the baseline condition and no rate increases would look like over the next ten years.

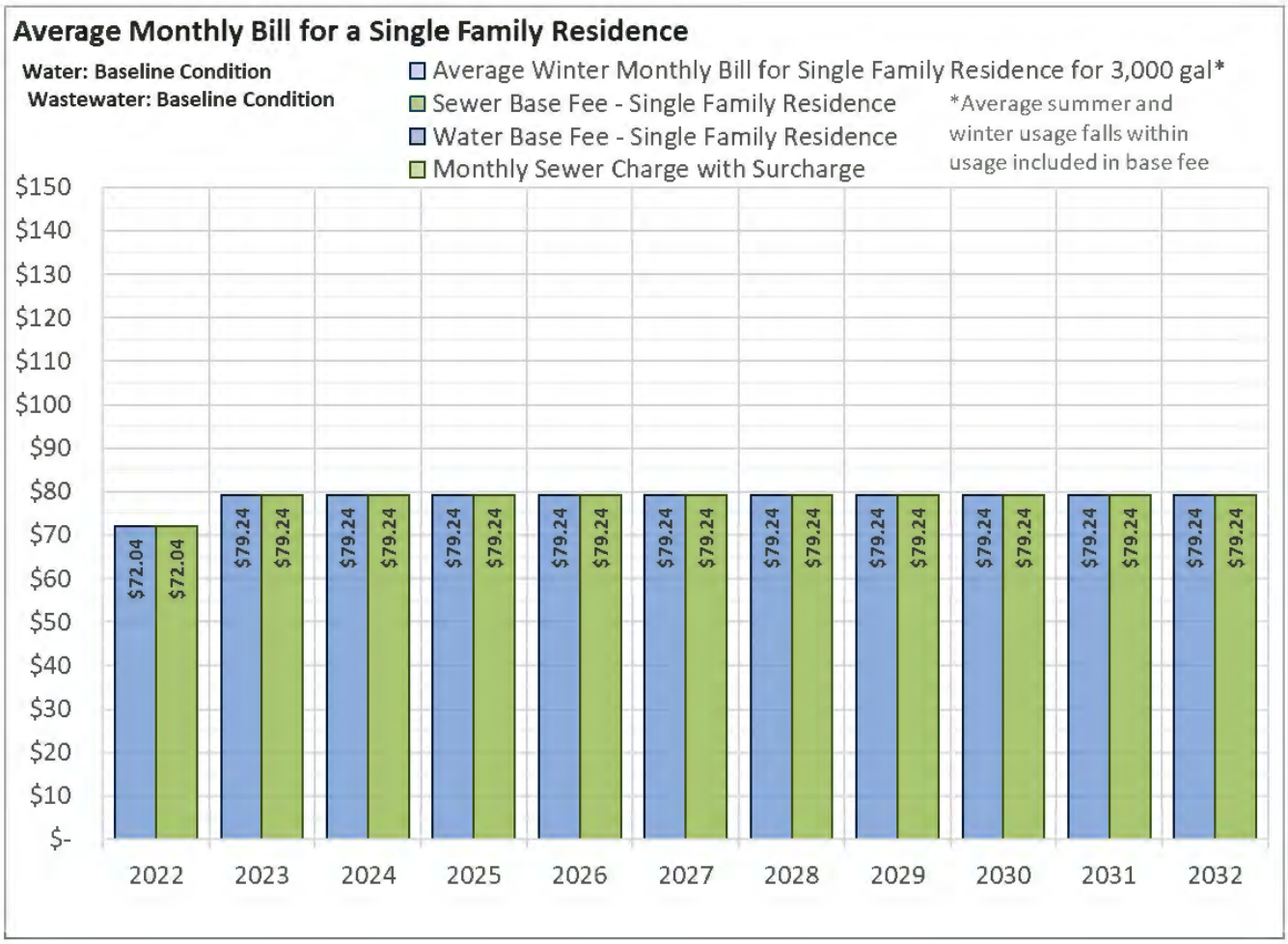


Figure 6-3. Average Monthly Bill for a Single Family Residence – Baseline Condition

7.0 Alternatives for Raising Required Rate Revenue

SGM developed three alternatives with input from Town staff, each with different rate structures to maintain the minimum reserve balance and fund capital improvement projects. The upcoming capital expenses are summarized in **Section 5.1.3.** A full list of the capital projects is included as **Appendix F**.

7.1 Alternatives

The water and sewer rate increases associated with each of the three alternatives evaluated are documented in **Table 7-1**. The alternatives show a combination of rate increases and surcharge additions. Planned sewer expenses largely exceed sewer revenue and given the magnitude and uncertainty of the debt service for the new WWTP, the alternatives primarily focus on sewer rate adjustments. Alternative 1 for water will be chosen for each proposed alternative wherein the water base rates will be increased using an inflation-based rate increase of 4.76% for 2023-2027 (following the average inflation over the last three years) and a 3% increase for every year after 2027 (following the average inflation over the last ten years). This will be sufficient to cover water expenses and capital improvement project costs. This water rate setting strategy was discussed with and approved by Town staff in various meetings with SGM.

The same rate increase percentages would be applied across all customer types and tiers to the existing rates.

Table 7-1: Rate Increase Alternatives Evaluated

Rate Increase Alternative (Alt)		Temporary Rate Increase Base Fee & Usage Charge			Default * (Long-term) Rate Increase %	Annual WWTP Surcharge	Alternative Description
		Increase %	Start Year (Jan of)	End Year (Dec of)			
Water	Alt. 1	4.76%	2023	2027	3.00%	N/A	Inflation-based rate increase
Sewer	Alt. 1	4.76%	2023	2027	3.00%	-	Inflation-based rate increase
	Alt. 2	10.00%	2023	2027	3.00%	-	Short-term steep rate increase
	Alt. 3	4.76%	2023	2027	3.00%	$120 per EBU	Inflation-based rate increase plus $10/month per EBU surcharge

*The purpose of the default long-term rate increase is to adjust revenues to keep pace with long-term inflation trends (an average of 3% over the last ten years). The Town may choose to evaluate these rate increases each year based on recent inflation and Cash Flow Model projections.

Water and sewer rates are both being increased, at a minimum, to cover the cost of inflation, even though water revenues currently exceed planned water expenses. Currently, the projected costs for water capital projects are small compared to the planned

costs of sewer capital projects. These adjustments in **Table 7-1** assume that excess water revenue will be available for funding excess sewer expenses. It makes sense to avoid customer concerns by not raising sewer rates an excessive amount, when extra funds from water rates are available to help fund the extra sewer capital costs and offset the sewer rate increases needed. It is important to note, however, that unexpected and unplanned water expenses would reduce the amount of excess water revenue that can be attributed to financing the WWTP plant, in which case the sewer rates or surcharge may have to be boosted accordingly. That is one benefit of the Alternative 3, which allows the Town to adjust the sewer surcharge on an as-needed basis to offset unforeseen costs.

7.1.1 Alternative 1

Alternative 1 increases the sewer base rate by an inflation-based rate increase of 4.76% for 2023-2027 (following the average inflation over the last three years) and a 3% increase for every year after 2027 (following the average inflation over the last ten years).

Figure 7-1 shows the projected reserve account balance under Alternative 1. With inflation-based rate increases only, the Town will manage to stay at or above the recommended minimum reserve balance of $3,712,856 (including Emergency Reserve, O&M Reserve, and Debt Service Reserve).

It is important to note that the actual reserve account balance increases in the long-term but is likely inflated post 2028 due to low number of current planned capital projects post 2028. It is likely that additional capital project needs will arise.

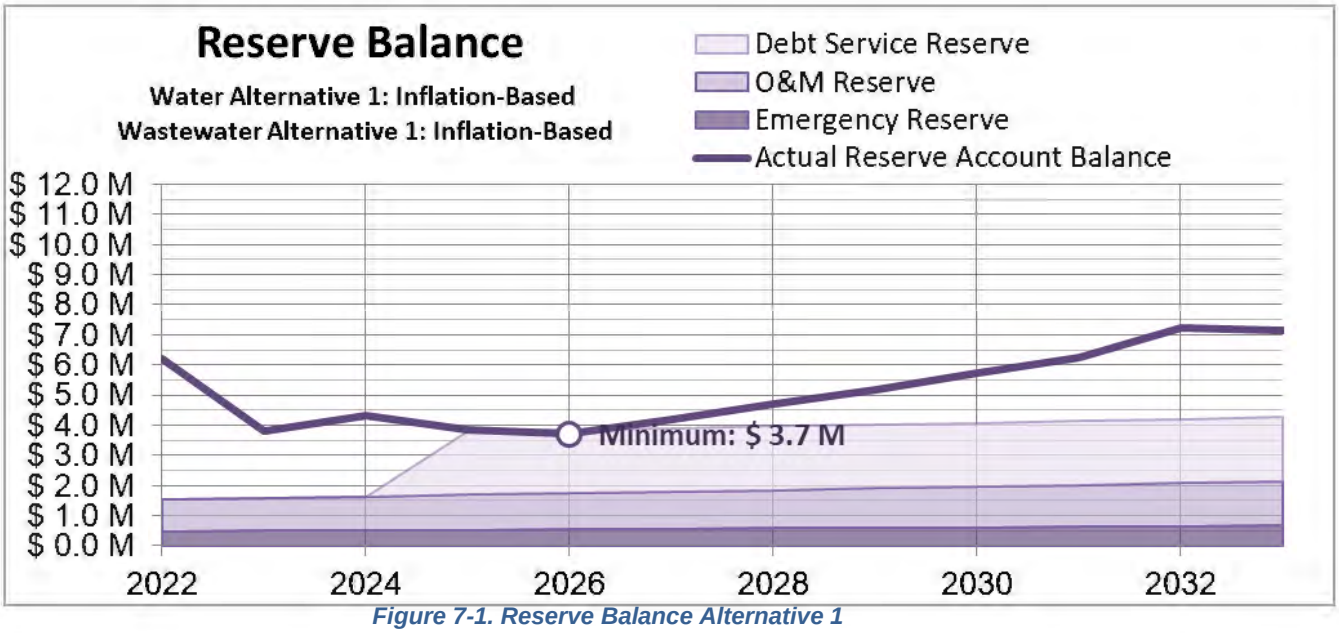


Figure 7-1. Reserve Balance Alternative 1

The breakdown of the water and sewer revenues and expenses for each alternative is shown later in **Section 7.2,** Revenue and Customer Cost Implications for Each Alternative.

7.1.2 Alternative 2

Alternative 2 consists of a short-term steep sewer base rate increases of 10% per year from 2023 to 2027 to help build a reserve balance for the future WWTP, followed by long-term inflation rates of 3% per year.

Figure 7-2 shows the projected reserve account balance under Alternative 2. With the short-term steep rate increase and the long-term 3% rate increase, the Town will stay above the recommended minimum balance of $3,712,856. The short-term steep rate increase allows the Town to increase the reserves ahead of the loan payments for the new WWTP. Furthermore, remaining above the recommended reserves enables the Town to cover potential unforeseen water expenses without as heavy of a reliance on excess water revenues.

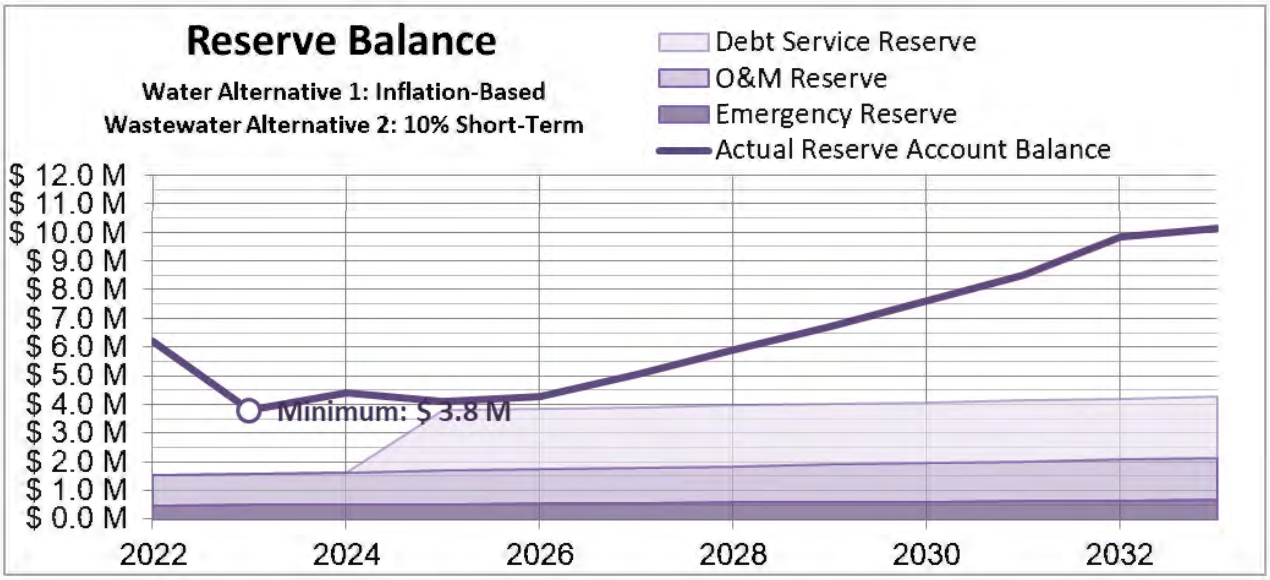


Figure 7-2. Reserve Balance Alternative 2

7.1.3 Alternative 3

Alternative 3 introduces the idea of a monthly surcharge on top of the sewer base rate to help fund the new WWTP. Alternative 3 incorporates a flat $10 per EBU monthly surcharge on top of inflation-based base rate increases of 4.76% for 2023-2027 (following the average rate increase over the last three years) and a 3% increase for every year after 2027. Because the surcharge is based on EBUs, the surcharge would be adjusted accordingly for units that are less than one EBU (deed-restricted) and for units exceeding one EBU.

Figure 7-3 shows the projected reserve account balance under Alternative 3. The Alternative 3 reserve account balance very closely resembles Alternative 2 with slightly less reserve account balance overall. The benefit of Alternative 3 over Alternative 2 is that the monthly surcharge can be easily adjusted on an as-needed basis to help cover the sewer expenses should the excess water revenue that is currently offsetting sewer expenses be needed for unplanned water projects. The surcharge may also be removed when the loan repayment period ends.

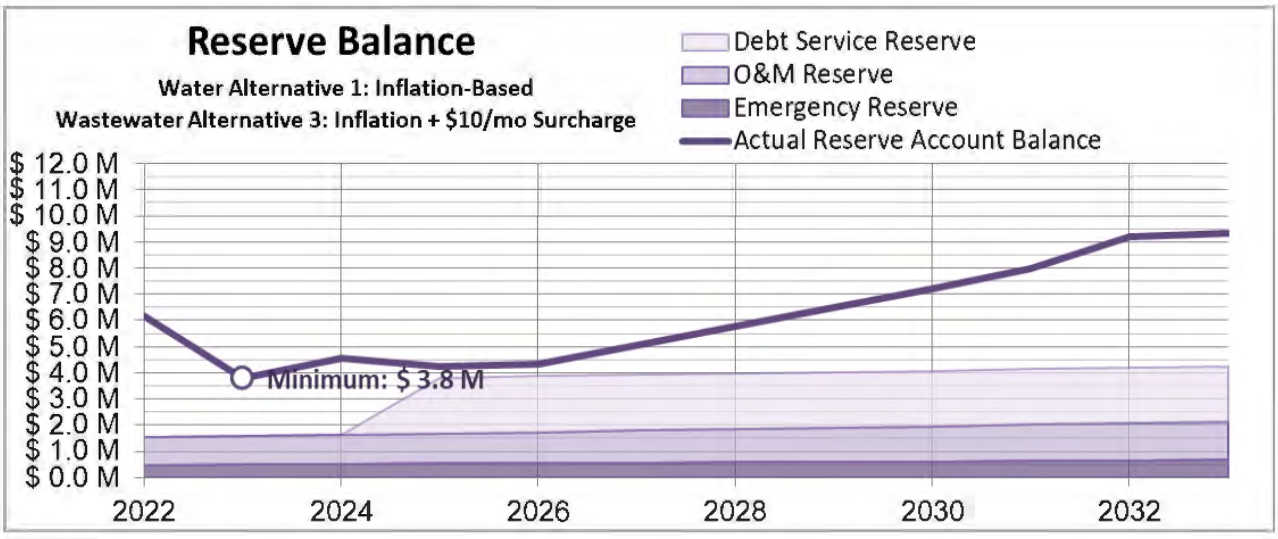


Figure 7-3. Reserve Balance Alternative 3

7.2 Revenue and Customer Cost Implications for Each Alternative

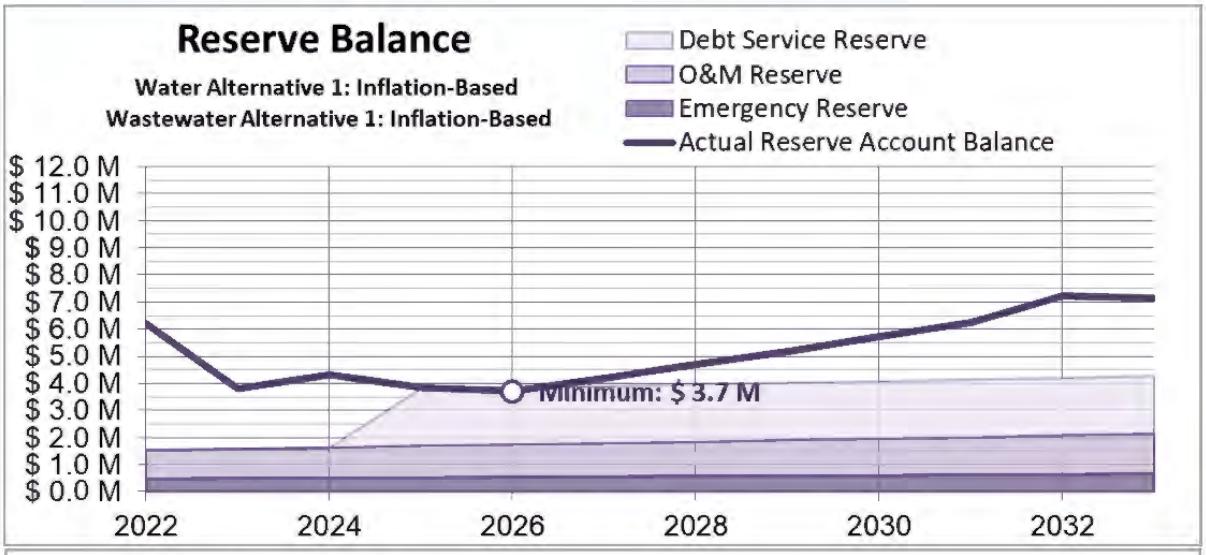
The reserve balance (actual and recommended), a comparison of water revenues and expenses, and a comparison of sewer revenues and expenses are presented in **Figure 7-4** through **Figure 7-6**, respectively.

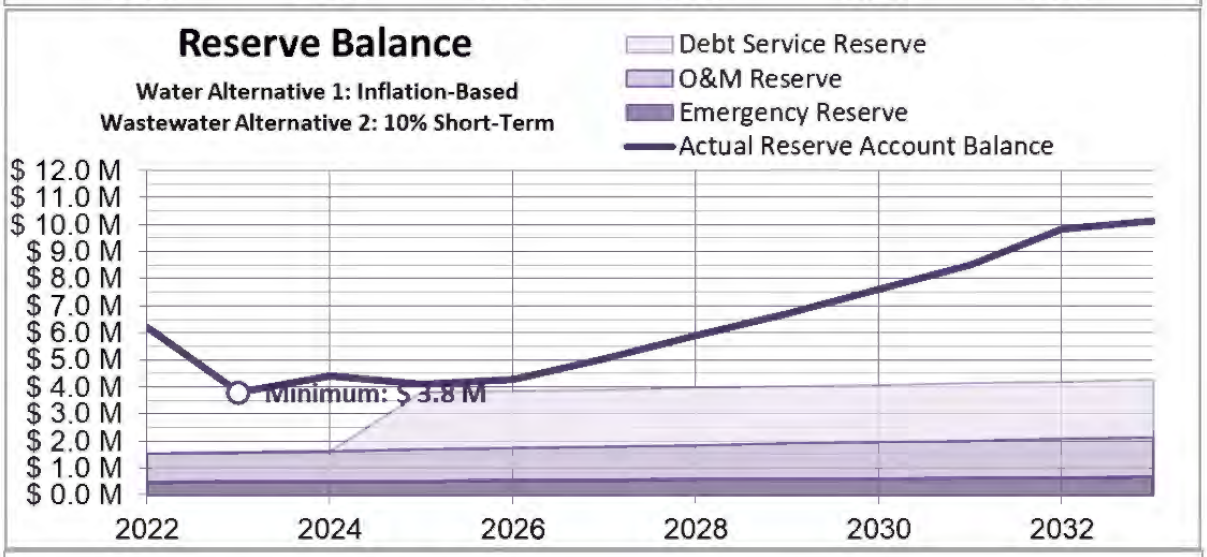
The utility fund balance figures for all three alternatives shown below in **Figure 7-4** remain above the minimum recommended reserve account balance, with Alternatives 2 and 3 having similar results in reserve account balance. Each alternative would be successful in achieving the Town's goals of meeting expenses, maintaining the reserve balance, and paying for CIP projects. Alternatives 2 and 3 best suit the Town's needs for increasing reserves to pay for the new WWTP and any unplanned future expenses.

The water revenues and expenses shown in **Figure 7-5** are the same for all alternatives because they all used an inflation-based rate increase of 4.76% for 2024-2027 and 3% for long-term inflation. Inflation-based rate increases are more than sufficient to cover water O&M expenses and planned capital projects, as well as to support the excess sewer expenses.

The sewer revenues and expenses in **Figure 7-6** shows that the capital projects and debt service results in the sewer expenses consistently exceeding sewer revenue. This is why the excess water revenues shown in **Figure 7-5** are being used to supplement the sewer expenses.

Figure 7-7 presents a series of graphs for each alternative showing the average monthly water and sewer bill for a single-family residence using 3,000 gallons per month.





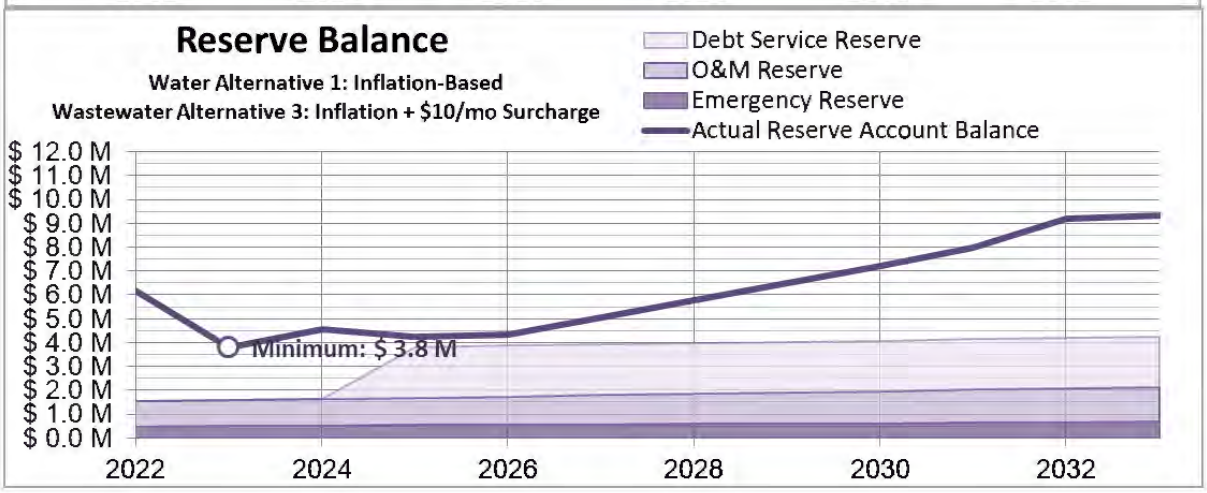


Figure 7-4: Utility Fund Balance under each Proposed Alternative

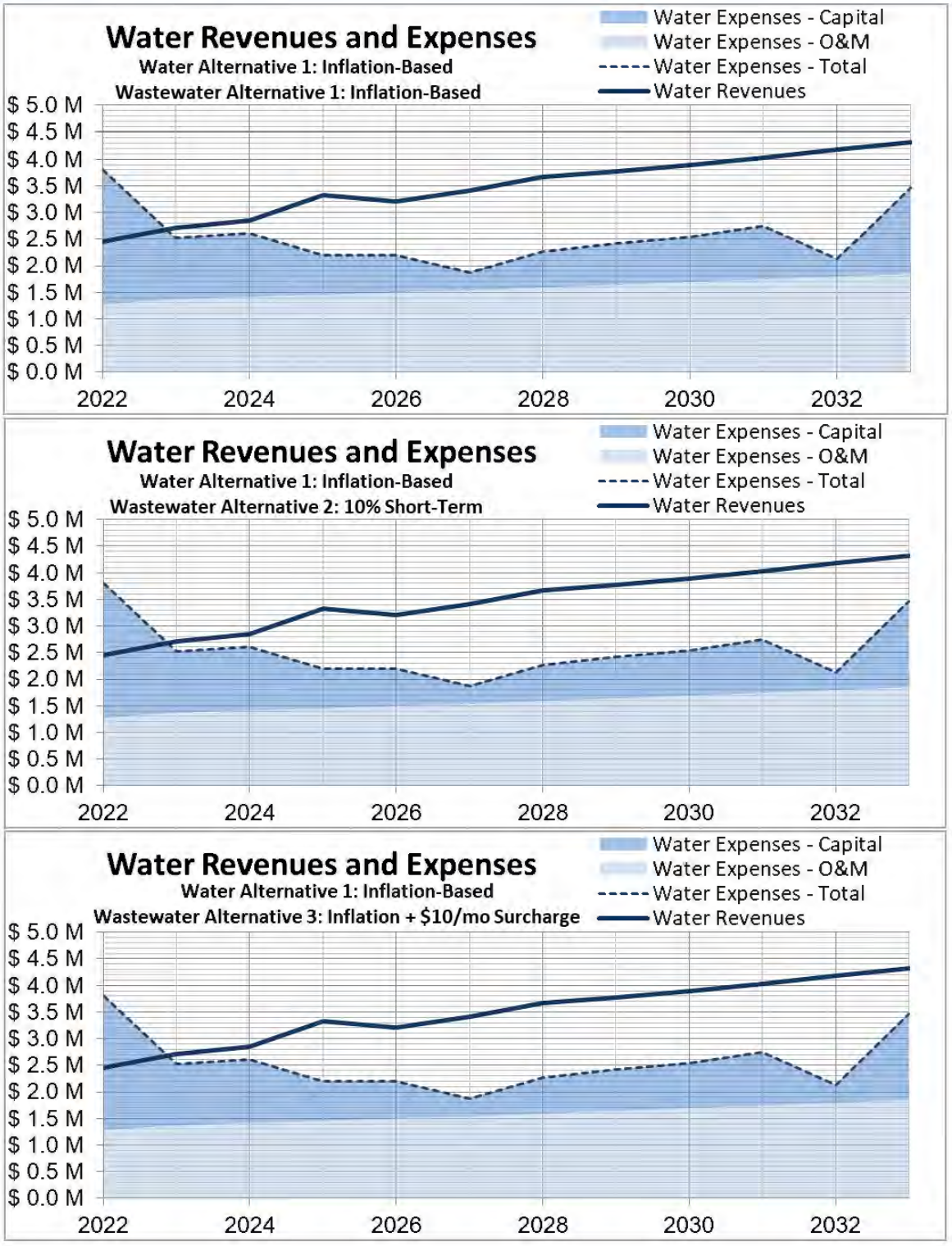
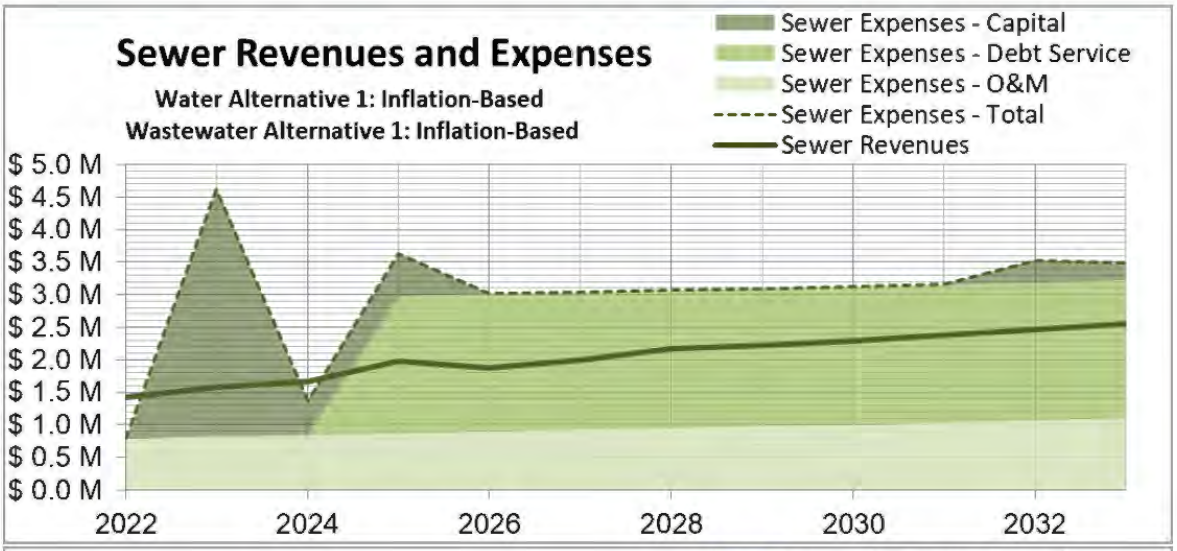
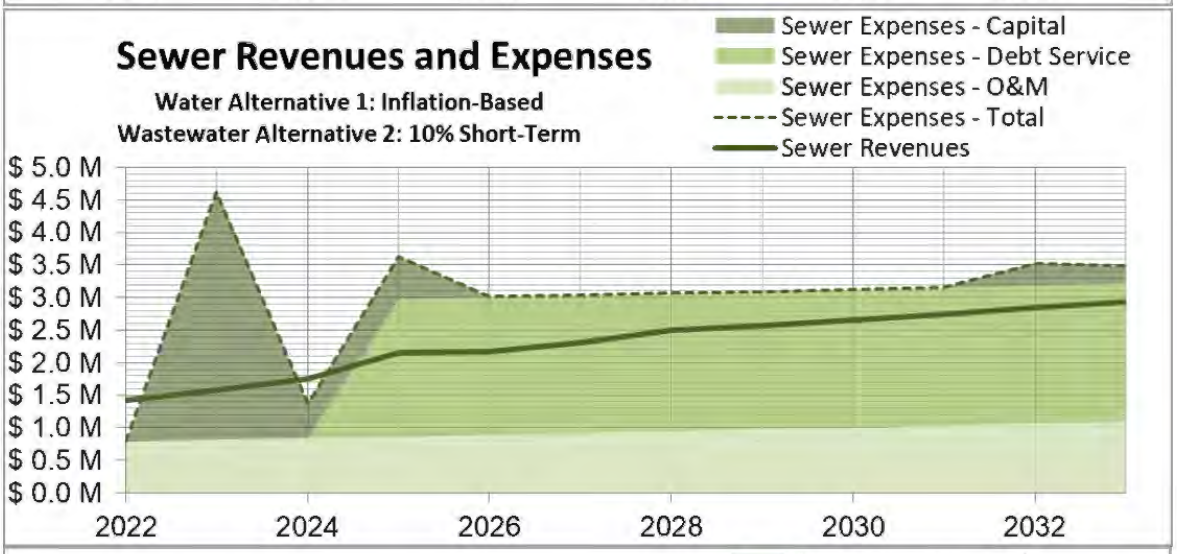


Figure 7-5: Water Revenues and Expenses under each Proposed Alternative

All three alternatives have the same rate increases for water. Therefore, **Figure 7-5** presents the same water revenue and expense projections for each alternative.





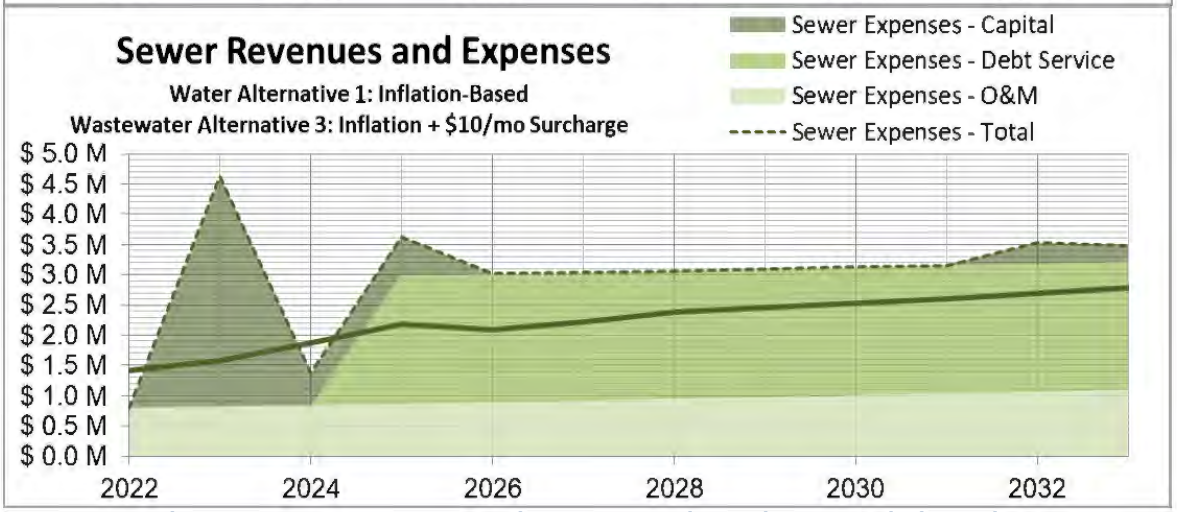


Figure 7-6: Sewer Revenues and Expenses under each Proposed Alternative

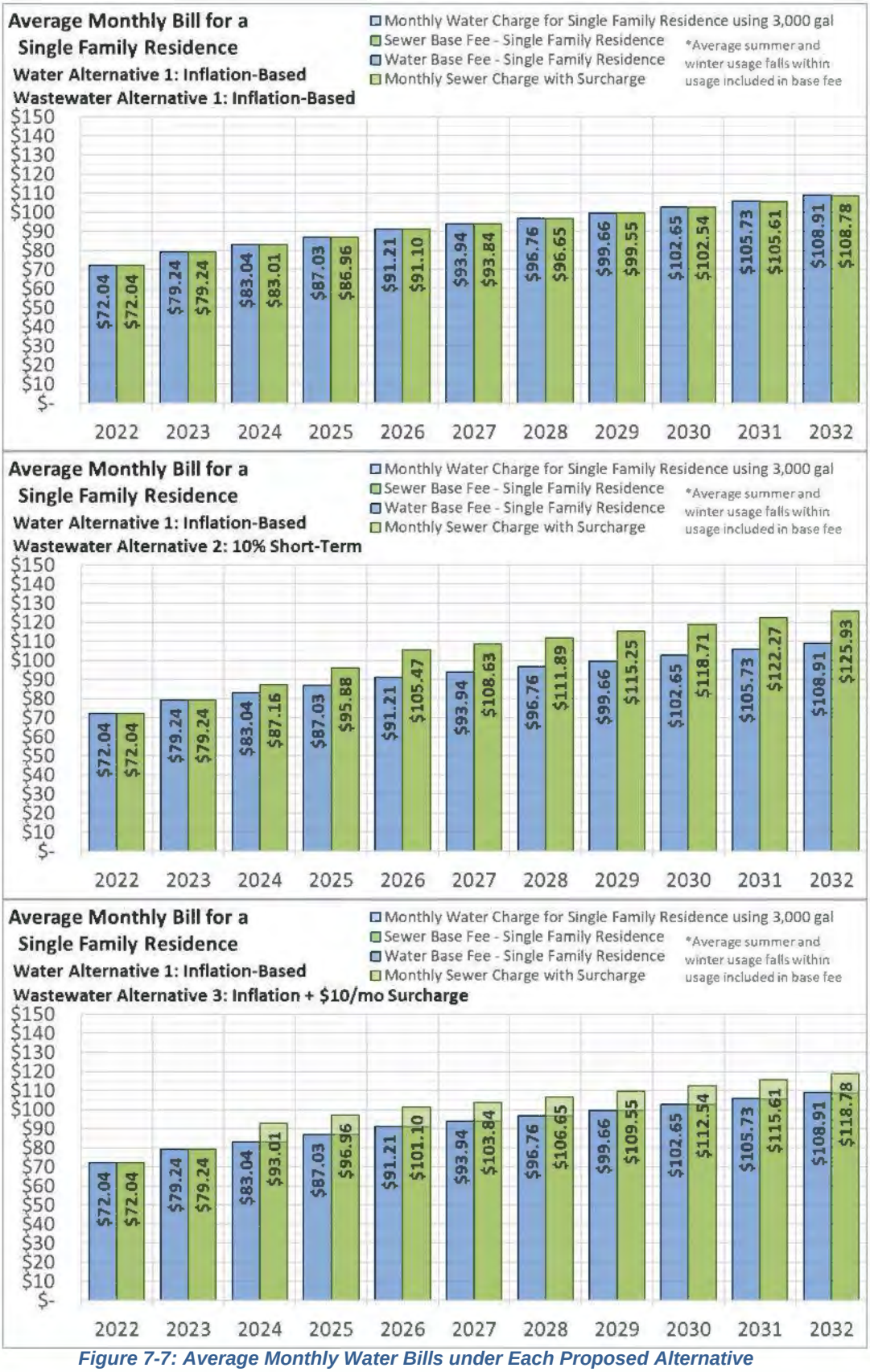


Figure 7-7: Average Monthly Water Bills under Each Proposed Alternative

7.3 Recommendations

All three alternatives met revenue requirements to cover O&M expenses, fund capital projects, fund the anticipated expenses for the new WWTP, and meet the recommended minimum reverse fund balance.

Alternative 3 was chosen as the preferred alternative by SGM for the following reasons:

- The sewer surcharge would be easy to adjust on an as-needed basis to cover the funding for the new WWTP.
- It shows customers that base rates are only being increased on an inflation-basis and that the extra charges are for funding the WWTP.

These recommendations were presented to Town staff on June 22, 2023 and staff approved SGM's methodology and assumptions for each alternative. Alternative 3 was chosen as Town staff's recommendation. The recommendations approved by Town staff were then presented by SGM to the Town Council on October 19, 2023, wherein the Town Council was supportive of the recommended rate increases as well as the recommended tap fee increases. Town Council agreed to bring these recommendations to the next public meeting for a vote. The water and sewer rate increases for Alternative 3 are detailed in **Table 7-2**. The same rate percentage increases will be applied to the existing fees for all customer types and tiers, for both the base fee and the usage charges.

Table 7-2: Water and Sewer Rate Structure Summary for Alternative 3 (Selected Alternative)

Water Temporary Rate Increase	Implement a short-term increase of 4.76% per year in 2024, 2025, and 2026 to both the base fee and the usage charges
Water Default Long-Term Rate Increase	Implement a long-term increase of 3.0% per year in 2027 and beyond (or as determined by Town staff based on real-time inflation)
Sewer Temporary Rate Increase	Implement a short-term increase of 4.76% per year in 2024, 2025, and 2026 to both the base fee and the usage charges
Sewer Default Long-Term Rate Increase	Implement a long-term increase of 3.0% per year in 2027 and beyond (or as determined by Town staff based on real-time inflation)
Sewer Monthly Surcharge	Implement a monthly surcharge of $10 per EBU per month, adjusting as needed to build reserve balance for funding the WWTP
Sewer Debt Service Amount	$31.5 Million SRF Loan for new WWTP 2025 through 2040 at an estimated 3% finance rate
The same rate percentage increases will be applied to the existing fees for all customer types and tiers, for both the base fee and the usage charges.	

It is important to note that unexpected and unplanned water expenses would reduce the amount of excess water revenue that can be attributed to financing the WWTP plant, in which case the sewer rates or surcharge may have to be boosted accordingly.

8.0 Conclusions

8.1 Tap Fee Study

The current combined tap fee for the Town of $10,000 for a 2,000 SF home is significantly below the average Colorado ski town combined tap fee of about $29,500. The Town also charges an additional $2,000 / 500 SF. SGM recommends proceeding with tap fee Option 3, with a tap fee of $43,300 per EBU. The proportionate new extra square footage cost would be $8,660/500 SF.

The recommended Option 3 provides buy-in to 68% of the existing water lines, 50% of the sewer lines, and all tanks, pumps, hydrants, and manholes. The tap fees under Option 3 for a 2,000 SF and 5,000 SF home are comparable to other ski towns (see **Figure 3-3**).

8.2 Rate Study

The Town must raise rates to meet O&M expenses, maintain a reserve balance, fund the new WWTP, and pay for planned capital projects. The reserve balance is projected to dip below zero by the end of 2030 without rate increases.

SGM recommends the Town maintain a total reserve fund balance of $3,712,856 in 2023 dollars, which provides for an emergency reserve balance, six months of O&M expenses, and one year of anticipated annual debt service payments to ensure the Town does not default on its WWTP loan. This allows the Town to quickly pay for emergency equipment or infrastructure repairs or replacement, and to ensure financial security even with the uncertainty surrounding the WWTP.

While there is uncertainty around the exact funding mechanism, this rate study allows for the Town to build reserves for Regional WWTP project to the best of its ability based on the information available. Projections are based on a debt service payment for an SRF loan with a principal amount of $31.5 Million (Town's anticipated 35% share of the $90 Million cost), a conservative interest rate of 3%, and a 20-year payback period from 2025 through 2040. When more details are solidified with Telluride, SGM recommends reviewing and updating this rate study.

Under all alternatives, the water rates would be increased using an inflation-based rate increase of 4.76% (applied across all customer types and tiers) from 2024 through 2027 followed by a long-term default rate increase of 3% annually (for all customer types and tiers). This would be sufficient to cover planned water expenses for O&M and CIP projects as well as to help fund sewer expenses.

Rate increases for sewer will be higher than water because there are more planned sewer capital project costs plus the anticipated cost of the new WWTP. Under Alternative 3, the Town would follow the same inflation-based rate increases as the water rates as well as implement a surcharge of $10 per EBU per month to increase the reserve balance to fund the WWTP. While some water revenue will still be needed to help fund sewer expenses, the surcharge option allows for easy changes on an as-needed basis to help fund necessary projects.

The purpose of the default long-term rate increase is to adjust revenues to keep pace with long-term inflation trends (an average of 3% over the last ten years). The Town may

choose to evaluate these rate increases each year based on recent inflation and Cash Flow Model projections.

SGM also recommends the Town make periodic updates to its Cash Flow Model based on new information gathered from annual audits, recent inflation rates, and adjustments to the CIP schedule to update the projections of expenses, revenues, and reserve balance.

List of Appendices

- Appendix A: Town's Full Schedule of Rates and Charges
- Appendix B: Water and Sewer Rate Comparison Summary
- Appendix C: Water and Sewer Tap Fee Comparison Summary
- Appendix D: TMV Wholesale Infrastructure Inventory
- Appendix E: TMV Usage Summary
- Appendix F: Capital Improvement Projects List

Attachment A

MOUNTAIN VILLAGE

Classification (Per LUO or other)	Tap Fee per tap	Square Footage	Extra Square footage	EBU Factor (1)	Water/Sewer Regs Classification	Rate Structure	Rate Table	Rate Water	Rate Sewer	Notes
Single Family	$ 10,000	3,000	$2,000 / 500 sf	100.00%	Residential	Seasonal	SF	$ 79.24	$ 79.24	
Guesthouse			$2,000 / 500 sf	50.00%	Residential	Seasonal	SG	39.62	39.62	
Combined Rate Table (Main + Guest)				150.00%	Residential	Seasonal	CRT	118.87	118.87	Each tap has separate meter - base fees 1 1/2
Subdividable Duplex - 2 taps	$ 10,000	3,000	$2,000 / 500 sf	100.00%	Residential	Seasonal	SF	79.24	79.24	Each tap has separate meter - base fees are per meter
Non Subdividable Duplex - 2 taps	$ 10,000	3,000	$2,000 / 500 sf	100.00%	Residential	Seasonal	SF	79.24	79.24	Each tap has separate meter - base fees are per meter
Condo	$ 10,000	3,000	$2,000 / 500 sf	100.00%	Residential	Seasonal	CD	79.24	79.24	
Hotel	$ 2,000	500	$250 / 50 sf	20.00%	Commercial	Seasonal	HO	15.85	15.85	5 hotel units equals 1 EBU Commercial
Hotel Eff	$ 3,000	750	$250 / 50 sf	30.00%	Commercial	Seasonal	HE	23.77	23.77	3 hotel efficiency units equals 1 EBU Commercial
Lodge Efficiency (Kitchen)	$ 2,500	750	$250 / 50 sf	25.00%	Commercial and	Seasonal	EE	19.81	19.81	4 lodge units equals 1 EBU Commercial
Emp Condo/Apartment	$ 5,000	3,000	$2,000 / 500 sf	50.00%	Deed Restricted	Seasonal	DR	39.62	39.62	
Emp Dorm	$ 2,500	3,000	$2,000 / 500 sf	25.00%	Deed Restricted	Seasonal	EA	19.81	19.81	
Commercial (per 2,000sf)	$ 10,000	2,000	n/a	100.00%	Commercial	Seasonal	CM	79.24	79.24	
Construction	n/a	n/a	n/a	n/a	Construction	n/a	CT	-	n/a	structure
Fireman	$ 10,000	3,000	$2,000 / 500 sf	100%	Residential	Seasonal	F1	-	n/a	Base water free then escalating rate structure
Snowmaking	n/a	n/a	n/a	n/a	Snow Commercial	n/a	Snow	-	n/a	Approximately $3.22/1,000 gallons (pond) and $3.50/1,000 gallons on hydrants
Common Irrigation (May thru Oct)	n/a	n/a	n/a/	n/a	Irrigation	Seasonal	I1	79.24	n/a	Individual meters
Irrigation Added to House Usage	n/a	n/a	n/a	n/a	Irrigation	n/a	I2	-	n/a	Usage added to house meter
Common Irrigation - year round	n/a	n/a	n/a	n/a	Irrigation	Year Round	I3	79.24	n/a	Year round, for outdoor hot tubs or equivalent

Water/Sewer Classification Rates

Residential - Commercial - per EBU (1)

Winter - October thru May	$/1,000 Gal
1 to 8,000 gallons	Base
8,001 to 16,000 gallons	$6.00
16,001 to 24,000 gallons	$8.00
24,001 to 32,000 gallons	$10.00
32,001 to 40,000 gallons	$12.00
40,001 plus	$20.00

Summer - June thru September	$/1,000 Gal
1 to 14,000 gallons	Base
14,001 to 16,000 gallons	$6.00
16,001 to 24,000 gallons	$8.00
24,001 to 32,000 gallons	$10.00
32,001 to 40,000 gallons	$12.00
40,001 plus	$20.00

Deed Restricted - per EBU (1)

Winter - October thru May	$/1,000 Gal
1 to 4,000 gallons	Base
4,001 to 8,000 gallons	$6.00
8,001 to 16,000 gallons	$8.00
16,001 to 24,000 gallons	$10.00
24,001 to 32,000 gallons	$12.00
32,001 plus	$20.00

Summer - June thru September	$/1,000 Gal
1 to 7,000 gallons	Base
7,001 to 8,000 gallons	$6.00
8,001 to 16,000 gallons	$8.00
16,001 to 24,000 gallons	$10.00
24,001 to 32,000 gallons	$12.00
32,001 plus	$20.00

Construction

Year Round Rate Structure		$/1,000 Gal
1 to 10,000 gallons	usage @	$3.50
10,000 to 16,000 gallons		$6.00
16,001 to 24,000 gallons		$8.00
24,001 to 32,000 gallons		$10.00
32,001 to 40,000 gallons		$12.00
40,001 plus		$20.00

Irrigation

Seasonal Rate Structure-Summer

May thru October	$/1,000 Gal
1 to 12,000 gallons	Base
12,001 to 16,000 gallons	$6.00
16,001 to 24,000 gallons	$8.00
24,001 to 32,000 gallons	$10.00
32,001 to 40,000 gallons	$12.00
40,001 plus	$20.00

Year Round Rate Structure	$/1,000 Gal
1 to 10,000 gallons	Base
10,001 to 16,000 gallons	$6.00
16,001 to 24,000 gallons	$8.00
24,001 to 32,000 gallons	$10.00
32,001 to 40,000 gallons	$12.00
40,001 plus	$20.00

Notes -

1. EBU = equivalent billing unit or 1 single family equivalent

EXHIBIT "A" CONTINUED

SKI RANCHES

Classification (Per LUO or other)	Tap Fee per tap	Square Footage	Extra Square footage	EBU Factor (1)	Water/Sewer Regs Classification	H20 Rate Table	Base Rate Water	Notes
Single Family	$5,000	3,000	$1,000 / 500 sf	100%	Residential	W1	$ 183.68	
Guesthouse			$1,000 / 500 sf	50%	Residential	WJ	91.84	
Construction	n/a	n/a	n/a	n/a	Construction	WT	n/a	Usage billed $5.25 / 1,000 gallons up to 10,000 gal then escalating rate structure
Fireman	$5,000	3,000	$1,000 / 500 sf	100%	Residential	F2	n/a	Base water free then escalating rate structure
Vacant Lot	n/a	n/a	n/a	n/a	Residential	ZZ	n/a	Proposed no charge after 12/31/03
Common Irrigation (May thru Oct)		n/a	n/a/	n/a	Irrigation	I5	183.68	Individual meters
Irrigation Added to House Usage	n/a	n/a	n/a	n/a	Irrigation	SRI	n/a	Usage added to house meter

SKYFIELD

Classification (Per LUO or other)	Tap Fee per tap	Square Footage	Extra Square footage	EBU Factor	Water/Sewer Regs Classification	H20 Rate Table	Base Rate Water	Notes
Single Family	$7,500	3,000	$1,500 / 500 sf	100%	Residential	SK	$ 183.68	
Guesthouse			$1,500 / 500 sf	50%	Residential	SL	91.84	
Fireman	$7,500	3,000	$1,500 / 500 sf	100%	Residential	F3	n/a	Base water free then escalating rate structure
Vacant Lot	n/a	n/a	n/a	n/a	Residential	YY	n/a	$52.50 monthly until meter is installed
Common Irrigation (May thru Oct)	n/a	n/a	n/a/	n/a	Irrigation	I6	183.68	Individual meters
Irrigation Added to House Usage	n/a	n/a	n/a	n/a	Irrigation	I7	n/a	Usage added to house meter

Water Classification Rates

Residential - Per EBU (1)

Rate Structure-Winter October thru May	$/1,000 Gal
1 to 8,000 gallons	BASE
8,001 to 16,000 gallons	$9.00
16,001 to 24,000 gallons	$12.00
24,001 to 32,000 gallons	$15.00
32,001 to 40,000 gallons	$18.00
40,001 plus	$30.00

Rate Structure-Summer June thru September	$/1,000 Gal
1 to 14,000 gallons	BASE
14,001 to 16,000 gallons	$9.00
16,001 to 24,000 gallons	$12.00
24,001 to 32,000 gallons	$15.00
32,001 to 40,000 gallons	$18.00
40,001 plus	$30.00

Irrigation

Rate Structure-Summer May thru October	$/1,000 Gal
1 to 12,000 gallons	BASE
12,001 to 16,000 gallons	$9.00
16,001 to 24,000 gallons	$12.00
24,001 to 32,000 gallons	$15.00
32,001 to 40,000 gallons	$18.00
40,001 plus	$30.00

Construction

Year Round Rate Structure	$/1,000 Gal
1 to 10,000 gallons	usage @ $5.25
10,001 to 16,000 gallons	$9.00
16,001 to 24,000 gallons	$12.00
24,001 to 32,000 gallons	$15.00
32,001 to 40,000 gallons	$18.00
40,001 plus	$30.00

Notes -

1. EBU = equivalent billing unit or 1 single family equivalent

MOUNTAIN VILLAGE

Classification (Per LUO or other)	Tap Fee per tap	Square Footage	Extra Square footage	EBU Factor (1)	Water/Sewer Regs Classification	Rate Structure	Rate Table	Rate Water	Rate Sewer	Notes
Single Family	$ 10,000	3,000	$2,000 / 500 sf	100.00%	Residential	Seasonal	SF	$ 72.04	$ 72.04	
Guesthouse			$2,000 / 500 sf	50.00%	Residential	Seasonal	SG	36.02	36.02	
Combined Rate Table (Main + Guest)				150.00%	Residential	Seasonal	CRT	108.06	108.06	Each tap has separate meter - base fees 1 1/2
Subdividable Duplex - 2 taps	$ 10,000	3,000	$2,000 / 500 sf	100.00%	Residential	Seasonal	SF	72.04	72.04	Each tap has separate meter - base fees are per meter
Non Subdividable Duplex - 2 taps	$ 10,000	3,000	$2,000 / 500 sf	100.00%	Residential	Seasonal	SF	72.04	72.04	Each tap has separate meter - base fees are per meter
Condo	$ 10,000	3,000	$2,000 / 500 sf	100.00%	Residential	Seasonal	CD	72.04	72.04	
Hotel	$ 2,000	500	$250 / 50 sf	20.00%	Commercial	Seasonal	HO	14.41	14.41	5 hotel units equals 1 EBU Commercial
Hotel Eff	$ 3,000	750	$250 / 50 sf	30.00%	Commercial	Seasonal	HE	21.61	21.61	3 hotel efficiency units equals 1 EBU Commercial
Lodge Efficiency (Kitchen)	$ 2,500	750	$250 / 50 sf	25.00%	Commercial and	Seasonal	EE	18.01	18.01	4 lodge units equals 1 EBU Commercial
Emp Condo/Apartment	$ 5,000	3,000	$2,000 / 500 sf	50.00%	Deed Restricted	Seasonal	DR	36.02	36.02	
Emp Dorm	$ 2,500	3,000	$2,000 / 500 sf	25.00%	Deed Restricted	Seasonal	EA	18.01	18.01	
Commercial (per 2,000sf)	$ 10,000	2,000	n/a	100.00%	Commercial	Seasonal	CM	72.04	72.04	
Construction	n/a	n/a	n/a	n/a	Construction	n/a	CT	-	n/a	structure
Fireman	$ 10,000	3,000	$2,000 / 500 sf	100%	Residential	Seasonal	F1	-	n/a	Base water free then escalating rate structure
Snowmaking	n/a	n/a	n/a	n/a	Snow Commercial	n/a	Snow	-	n/a	Approximately $3.22/1,000 gallons (pond) and $3.50/1,000 gallons on hydrants
Common Irrigation (May thru Oct)	n/a	n/a	n/a/	n/a	Irrigation	Seasonal	I1	72.04	n/a	Individual meters
Irrigation Added to House Usage	n/a	n/a	n/a	n/a	Irrigation	n/a	I2	-	n/a	Usage added to house meter
Common Irrigation - year round	n/a	n/a	n/a	n/a	Irrigation	Year Round	I3	72.04	n/a	Year round, for outdoor hot tubs or equivalent

Water/Sewer Classification Rates

Residential - Commercial - per EBU (1)

Winter - October thru May	$/1,000 Gal
1 to 8,000 gallons	Base
8,001 to 16,000 gallons	$6.00
16,001 to 24,000 gallons	$8.00
24,001 to 32,000 gallons	$10.00
32,001 to 40,000 gallons	$12.00
40,001 plus	$20.00

Summer - June thru September	$/1,000 Gal
1 to 14,000 gallons	Base
14,001 to 16,000 gallons	$6.00
16,001 to 24,000 gallons	$8.00
24,001 to 32,000 gallons	$10.00
32,001 to 40,000 gallons	$12.00
40,001 plus	$20.00

Deed Restricted - per EBU (1)

Winter - October thru May	$/1,000 Gal
1 to 4,000 gallons	Base
4,001 to 8,000 gallons	$6.00
8,001 to 16,000 gallons	$8.00
16,001 to 24,000 gallons	$10.00
24,001 to 32,000 gallons	$12.00
32,001 plus	$20.00

Summer - June thru September	$/1,000 Gal
1 to 7,000 gallons	Base
7,001 to 8,000 gallons	$6.00
8,001 to 16,000 gallons	$8.00
16,001 to 24,000 gallons	$10.00
24,001 to 32,000 gallons	$12.00
32,001 plus	$20.00

Construction

Year Round Rate Structure		$/1,000 Gal
1 to 10,000 gallons	usage @	$3.50
10,000 to 16,000 gallons		$6.00
16,001 to 24,000 gallons		$8.00
24,001 to 32,000 gallons		$10.00
32,001 to 40,000 gallons		$12.00
40,001 plus		$20.00

Irrigation

Seasonal Rate Structure-Summer

May thru October	$/1,000 Gal
1 to 12,000 gallons	Base
12,001 to 16,000 gallons	$6.00
16,001 to 24,000 gallons	$8.00
24,001 to 32,000 gallons	$10.00
32,001 to 40,000 gallons	$12.00
40,001 plus	$20.00

Year Round Rate Structure	$/1,000 Gal
1 to 10,000 gallons	Base
10,001 to 16,000 gallons	$6.00
16,001 to 24,000 gallons	$8.00
24,001 to 32,000 gallons	$10.00
32,001 to 40,000 gallons	$12.00
40,001 plus	$20.00

Notes -

1. EBU = equivalent billing unit or 1 single family equivalent

SKI RANCHES

Classification (Per LUO or other)	Tap Fee per tap	Square Footage	Extra Square footage	EBU Factor (1)	Water/Sewer Regs Classification	H20 Rate Table	Base Rate Water	Notes
Single Family	$5,000	3,000	$1,000 / 500 sf	100%	Residential	W1	$ 153.07	
Guesthouse			$1,000 / 500 sf	50%	Residential	WJ	76.54	
Construction	n/a	n/a	n/a	n/a	Construction	WT	n/a	Usage billed $5.25 / 1,000 gallons up to 10,000 gal then escalating rate structure
Fireman	$5,000	3,000	$1,000 / 500 sf	100%	Residential	F2	n/a	Base water free then escalating rate structure
Vacant Lot	n/a	n/a	n/a	n/a	Residential	ZZ	n/a	Proposed no charge after 12/31/03
Common Irrigation (May thru Oct)		n/a	n/a/	n/a	Irrigation	I5	153.07	Individual meters
Irrigation Added to House Usage	n/a	n/a	n/a	n/a	Irrigation	SRI	n/a	Usage added to house meter

SKYFIELD

Classification (Per LUO or other)	Tap Fee per tap	Square Footage	Extra Square footage	EBU Factor	Water/Sewer Regs Classification	H20 Rate Table	Base Rate Water	Notes
Single Family	$7,500	3,000	$1,500 / 500 sf	100%	Residential	SK	$ 153.07	
Guesthouse			$1,500 / 500 sf	50%	Residential	SL	76.54	
Fireman	$7,500	3,000	$1,500 / 500 sf	100%	Residential	F3	n/a	Base water free then escalating rate structure
Vacant Lot	n/a	n/a	n/a	n/a	Residential	YY	n/a	$52.50 monthly until meter is installed
Common Irrigation (May thru Oct)	n/a	n/a	n/a/	n/a	Irrigation	I6	153.07	Individual meters
Irrigation Added to House Usage	n/a	n/a	n/a	n/a	Irrigation	I7	n/a	Usage added to house meter

Water Classification Rates

Residential - Per EBU (1)

Rate Structure-Winter October thru May	$/1,000 Gal
1 to 8,000 gallons	BASE
8,001 to 16,000 gallons	$9.00
16,001 to 24,000 gallons	$12.00
24,001 to 32,000 gallons	$15.00
32,001 to 40,000 gallons	$18.00
40,001 plus	$30.00

Rate Structure-Summer June thru September	$/1,000 Gal
1 to 14,000 gallons	BASE
14,001 to 16,000 gallons	$9.00
16,001 to 24,000 gallons	$12.00
24,001 to 32,000 gallons	$15.00
32,001 to 40,000 gallons	$18.00
40,001 plus	$30.00

Irrigation

Rate Structure-Summer May thru October	$/1,000 Gal
1 to 12,000 gallons	BASE
12,001 to 16,000 gallons	$9.00
16,001 to 24,000 gallons	$12.00
24,001 to 32,000 gallons	$15.00
32,001 to 40,000 gallons	$18.00
40,001 plus	$30.00

Construction

Year Round Rate Structure	$/1,000 Gal
1 to 10,000 gallons	usage @ $5.25
10,001 to 16,000 gallons	$9.00
16,001 to 24,000 gallons	$12.00
24,001 to 32,000 gallons	$15.00
32,001 to 40,000 gallons	$18.00
40,001 plus	$30.00

Notes -

1. EBU = equivalent billing unit or 1 single family equivalent

Attachment B

Town of Mountain Village Water Rate Comparison 2023

Appendix A Appendix B

Water Rate Comparison Summary

Municipality/District	Rates per month per 1,000 gallons	Gallons per Month			Cost/7,000 Gallons
Mountain Village	$79.24	Base Rate			$79
	$6.00	8,001	-	16,000	
	$8.00	16,001	-	24,000	
	$10.00	24,001	-	32,000	
	$12.00	32,001	-	40,000	
	$20.00	40,001	>		
Ski Ranches/Skyfield	$183.68	Base Rate			$184
	$9.00	14,001	-	16,000	
	$12.00	16,001	-	24,000	
	$15.00	24,001	-	32,000	
	$18.00	32,001	-	40,000	
	$30.00	40,001	>		
Snowmass	$29.34	Base Rate			$45.86
	$1.98	0	-	5,000	
	$3.31	5,001	-	10,000	
	$5.62	10,001	-	20,000	
	$7.14	20,001	-	30,000	
	$10.77	30,001	>		
Eagle River Water & Sanitation (Beaver Creek & Vail)	$38.30	Base Rate			$66.36
	$3.59	0	-	6,000	
	$6.52	6,001	-	12,000	
	$12.89	12,001	-	18,000	
	$26.86	18,001	-	24,000	
	$40.30	24,001	>		
Telluride	$53.32	Base Rate			$53.32
	$0.00	0	-	8,000	
	$10.29	8,001	-	12,000	
	$11.68	12,001	-	15,000	
	$13.06	15,001	-	100,000	
	$35.46	100,000	>		
Steamboat	$31.28	Base Rate			$61.37
	$3.54	0	-	4,000	
	$5.31	4,001	-	12,000	
	$8.12	12,001	-	20,000	
	$10.60	20,001	-	28,000	
	$15.90	28,000	>		
Aspen	$12.60	Base Rate			$40.07
	$3.50	0	-	4,000	
	$4.49	4,001	-	12,000	
	$6.43	12,001	-	16,000	
	$9.65	16,001	>		
Crested Butte	$46.00	Base Rate			$61.8
	$5.25	4,001	-	9,000	
	$5.85	9,001	-	14,000	
	$6.48	14,001	-	19,000	
	$7.14	19,001	-	24,000	
	$8.55	24,001	-	29,000	
	$10.56	29,001	>		
Breckenridge	$48.48	Base Rate			$48
	$7.39	10,001	>		
				Average	$71.13

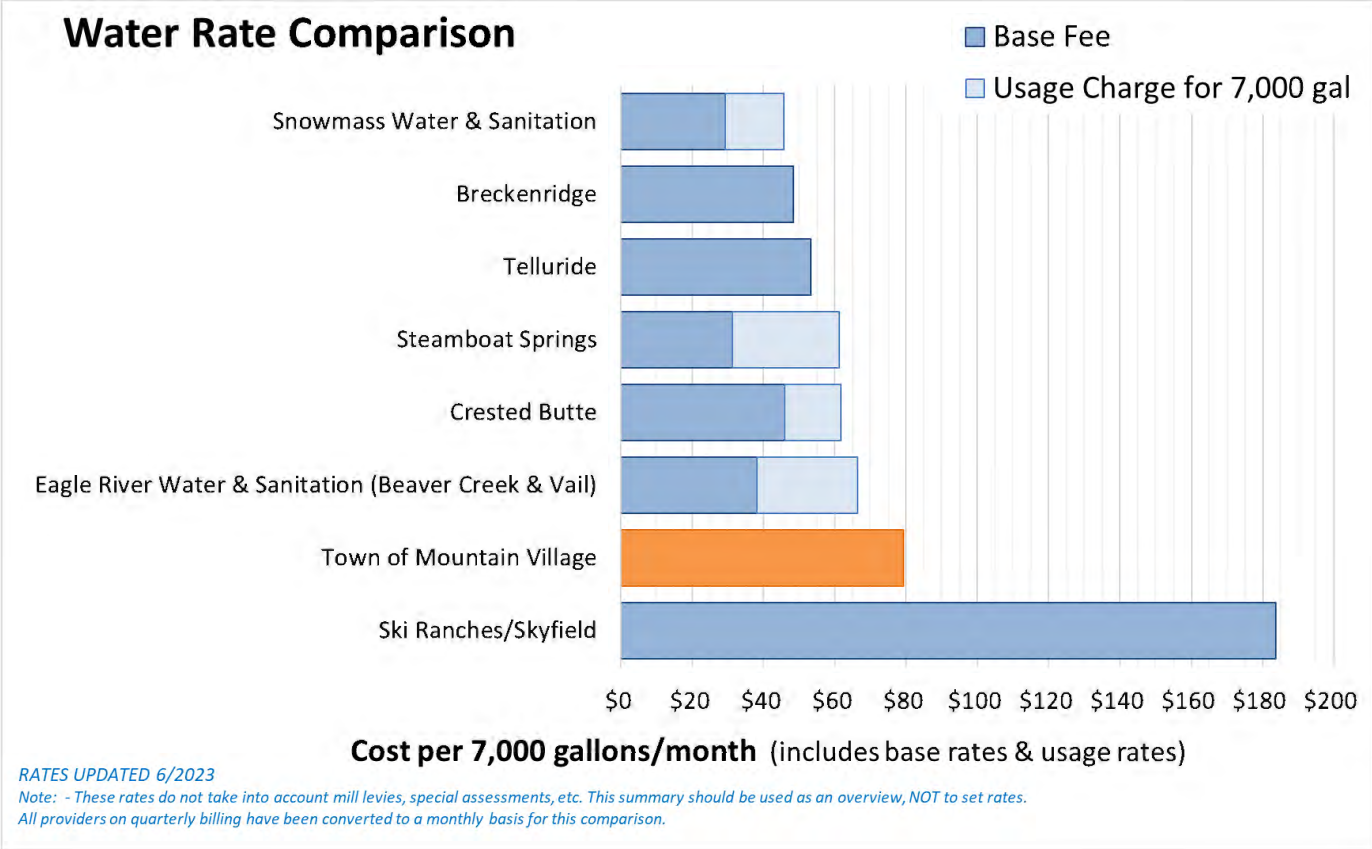
Note: These rates do not account for mill levies, special assessments, etc.

This summary should not be used to establish rates but a quick overview.

Rates Updated 6/2023

Town of Mountain Village Water Rate Comparison 2023

Appendix A Appendix B



Municipality/District	Total Fee	Base Fee	Usage Fee
Ski Ranches/Skyfield	$183.68	$183.68	-
Town of Mountain Village	$79.24	$79.24	-
Eagle River Water & Sanitation (Beaver Creek & Vail)	$66.36	$38.30	$28.06
Crested Butte	$61.75	$46.00	$15.75
Steamboat Springs	$61.37	$31.28	$30.09
Telluride	$53.32	$53.32	-
Breckenridge	$48.48	$48.48	-
Snowmass Water & Sanitation	$45.86	$29.34	$16.52

Town of Mountain Village Sewer Rate Comparison 2023

Appendix B

Colorado Ski Towns - Sewer Rate Summary

Municipality	Rates per month per 1,000 gallons	Gallons per Month	Cost/Month for 7,000 gal
Snowmass Water & Sanitation District	$42.60	Flat Fee	$42.60
Steamboat Springs	$38.48	Flat Fee	$38.48
Crested Butte	$59.50	Flat Fee	$59.50
Town of Mountain Village	$79.24	Flat Fee	$79.24
Upper Blue Sanitation (Breckenridge)	$28.00	Flat Fee	$28.00
Eagle River Water & Sanitation District (Vail & Beaver Creek)	$51.62	Flat Fee	$51.62
Telluride	$82.75	Flat Fee	$82.75
Rates Updated 06/2023		Average	$54.60

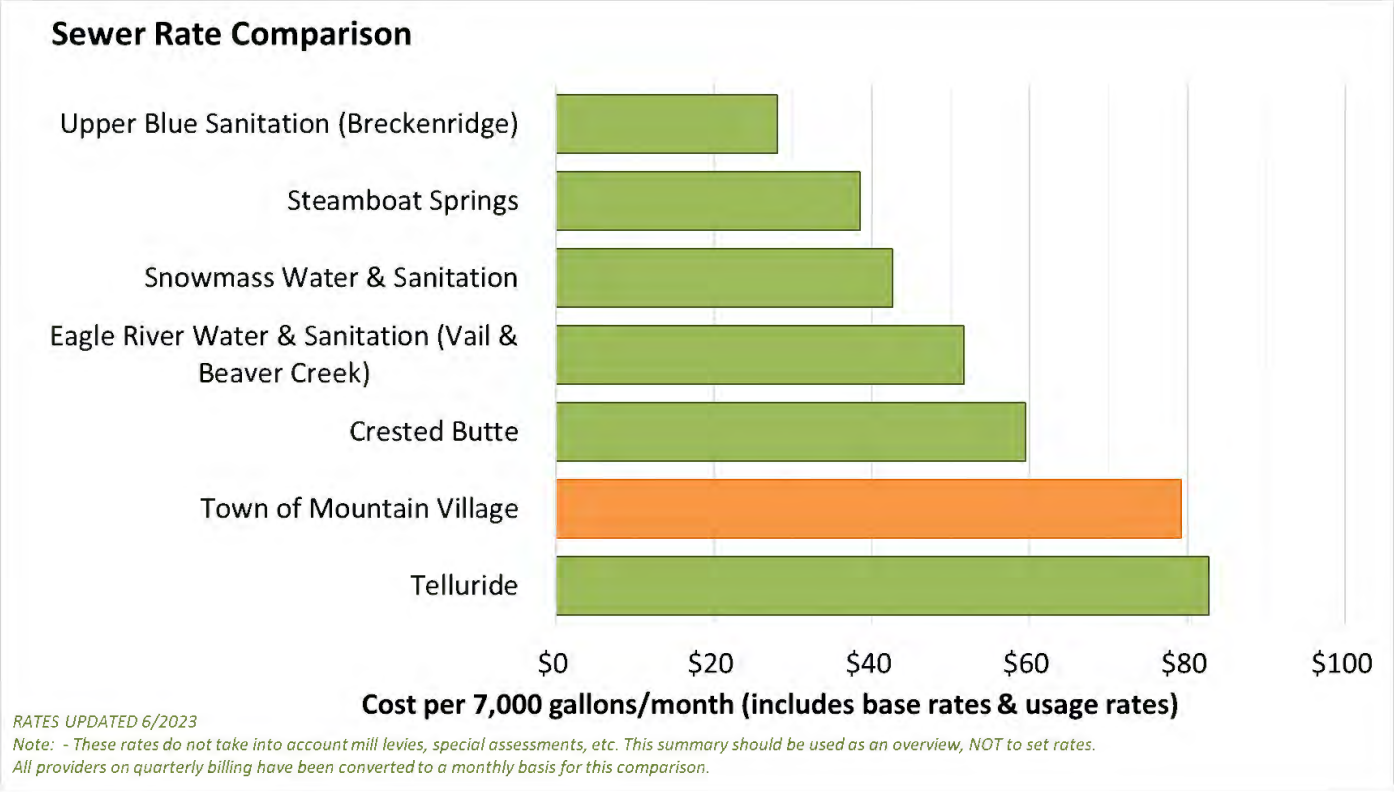
Note: These rates do not account for mill levies, special assessments, etc.

This summary should be used as an overview, NOT to set rates.

All providers on quarterly billing have been converted to a monthly basis for this comparison.

Town of Mountain Village Sewer Rate Comparison 2023

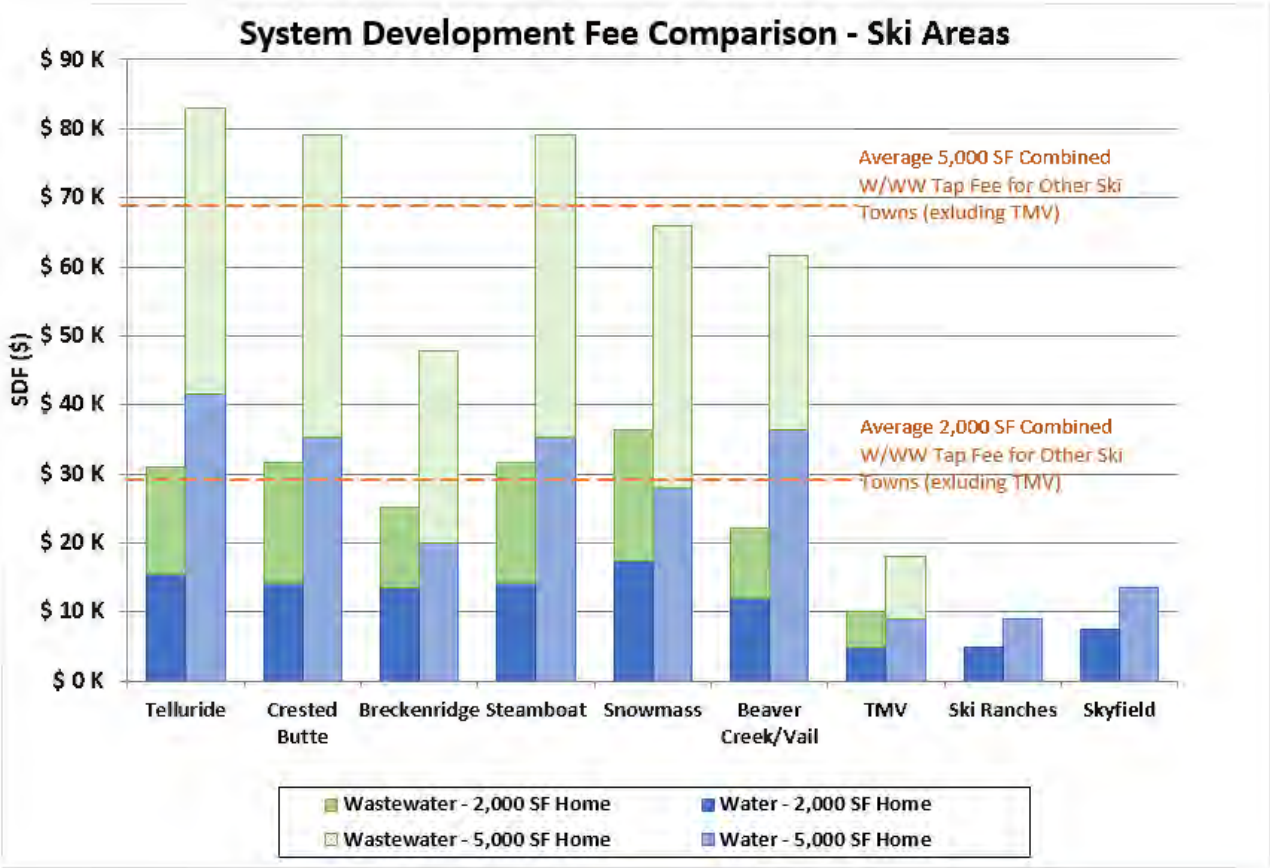
Appendix B



	Total Fee	Base Rate	Usage Charge
Telluride	$82.75	$82.75	-
Town of Mountain Village	$79.24	$79.24	-
Crested Butte	$59.50	$59.50	-
Eagle River Water & Sanitation (Vail & Beaver Creek)	$51.62	$51.62	-
Snowmass Water & Sanitation	$42.60	$42.60	-
Steamboat Springs	$38.48	$38.48	-
Upper Blue Sanitation (Breckenridge)	$28.00	$28.00	-

Attachment C

Ski Town Tap Fee Comparison 2023 **Appendix C**



	Water Tap Fee		*Wastewater Tap Fee*		*Combined Water & Wastewater Tap Fees*	
	2,000 SF Home	**5,000 SF Home**	**2,000 SF Home**	**5,000 SF Home**	**2,000 SF Home Total**	**5,000 SF Home Total**
Telluride	$15,508	$41,494	$15,508	$41,494	$31,015	$82,987
Crested Butte	$14,144	$35,360	$17,472	$43,680	$31,616	$79,040
Breckenridge	$13,534	$20,031	$11,584	$27,802	$25,118	$47,832
Steamboat	$14,144	$35,360	$17,472	$43,680	$31,616	$79,040
Snowmass	$17,452	$27,923	$18,961	$37,922	$36,413	$65,845
Beaver Creek/Vail	$11,920	$36,325	$10,160	$25,400	$22,080	$61,725
TMV	$5,000	$9,000	$5,000	$9,000	$10,000	$18,000
Ski Ranches	$5,000	$9,000			$5,000	$9,000
Skyfield	$7,500	$13,500			$7,500	$13,500
Average	$14,450	$32,749	$15,193	$36,663	$29,643	$69,412

Attachment D

Town of Mountain Village Wholesale Infrastructure Inventory 2023 **Appendix D**

Town of Mountain Village Water Distribution Line Inventory

Line Size (in)	Year Built	Linear Feet (LF)	% of Total System	Material Cost	Cost per LF	Total Cost
3	1970's	5,971.3	3.3%	$41.07	$610	$3,642,474
4	1970's	5,876.7	3.2%	$41.07	$610	$3,584,777
6	1986-1996	15,005.3	8.2%	$29.11	$610	$9,153,239
8	1986-1996	125,573.8	69.0%	$41.07	$622	$78,101,883
10	1986-1996	16,537.2	9.1%	$53.83	$635	$10,496,477
12	1986-1996	12,937.0	7.1%	$67.79	$649	$8,391,974
	Total	**181,901.2**				**$113,370,824**

Town of Mountain Village Sewer Distribution Line Inventory

Line Size (in)	Sewer Line Category	Linear Feet (LF)	% of Total System	Cost per LF	Total Cost
8	Primary Lines	54,606.5	35%	$390	$21,296,551
	Secondary Lines	22,597.5	15%	$390	$8,813,025
	All Other Lines	78,354.9	50%	$390	$30,558,414
	Total	**155,558.9**			**$60,667,989**

Town of Mountain Village Pump & Tank Inventory

Name	Size (gal)	Age	Total Cost
San Joaquin Tank	500,000	1986	$2,725,000
Double Cabins Tank	200,000	1986	$1,090,000
Wapiti Tank	2,000,000	1986	$10,900,000
Wapiti Tank	200,000	1991	$1,090,000
Coonskin Tank	100,000	1970s	$545,000
Ski Ranches Tank	100,000	1970's	$545,000
BPS Telluride Pump	-	1986-1996	$500,000
		Total	**$16,895,000**

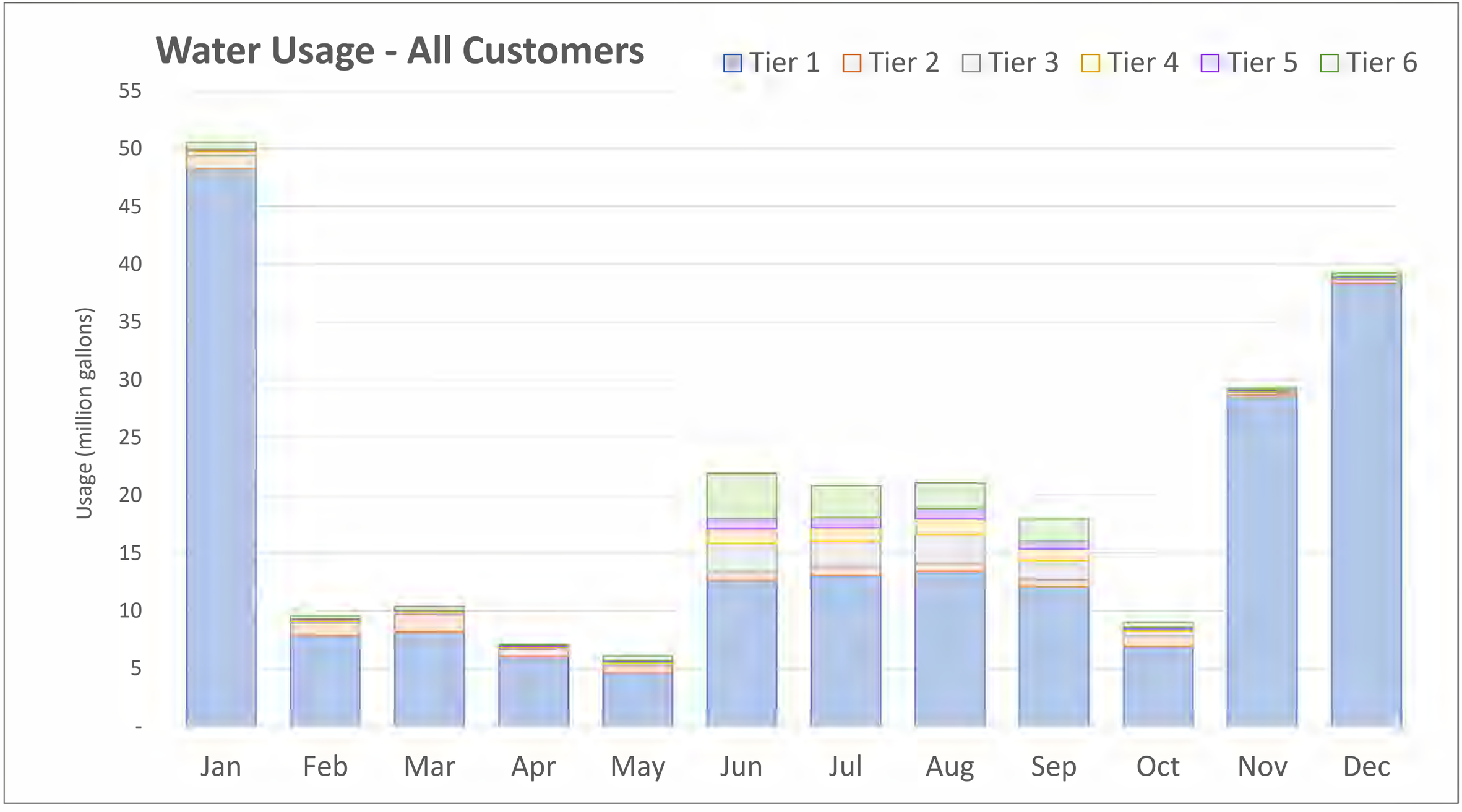
Town of Mountain Village Manhole and Hydrant Inventory

Item	Area	Inventoried Amount	Total Cost
Manhole	TMV	706	$5,835,090
Hydrant	TMV	283	$3,396,000
	Ski Ranches	42	$504,000
	Skyfield	5	$60,000
		Total	**$9,795,090**

Attachment E

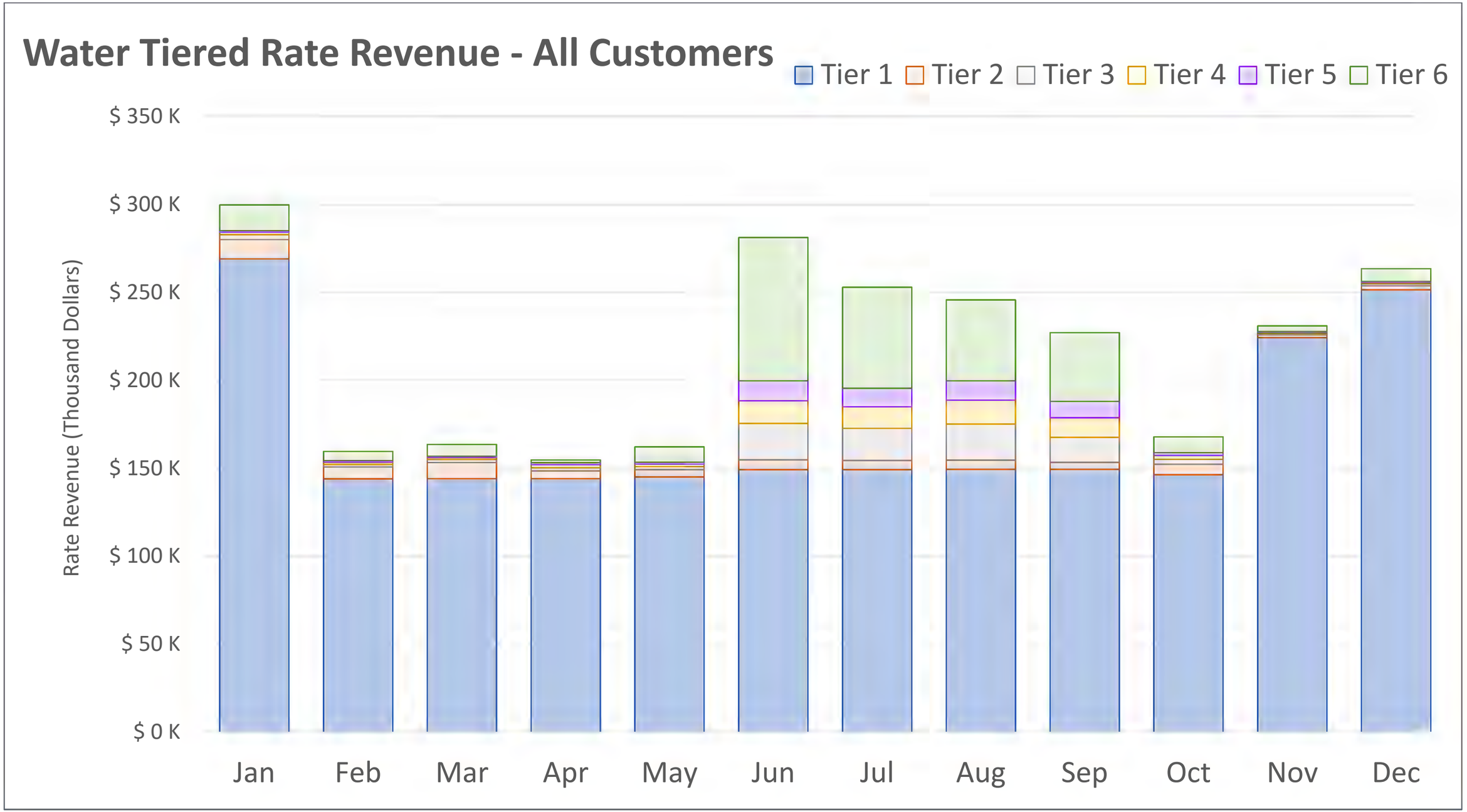
Town of Mountain Village Usage Summary

Appendix E



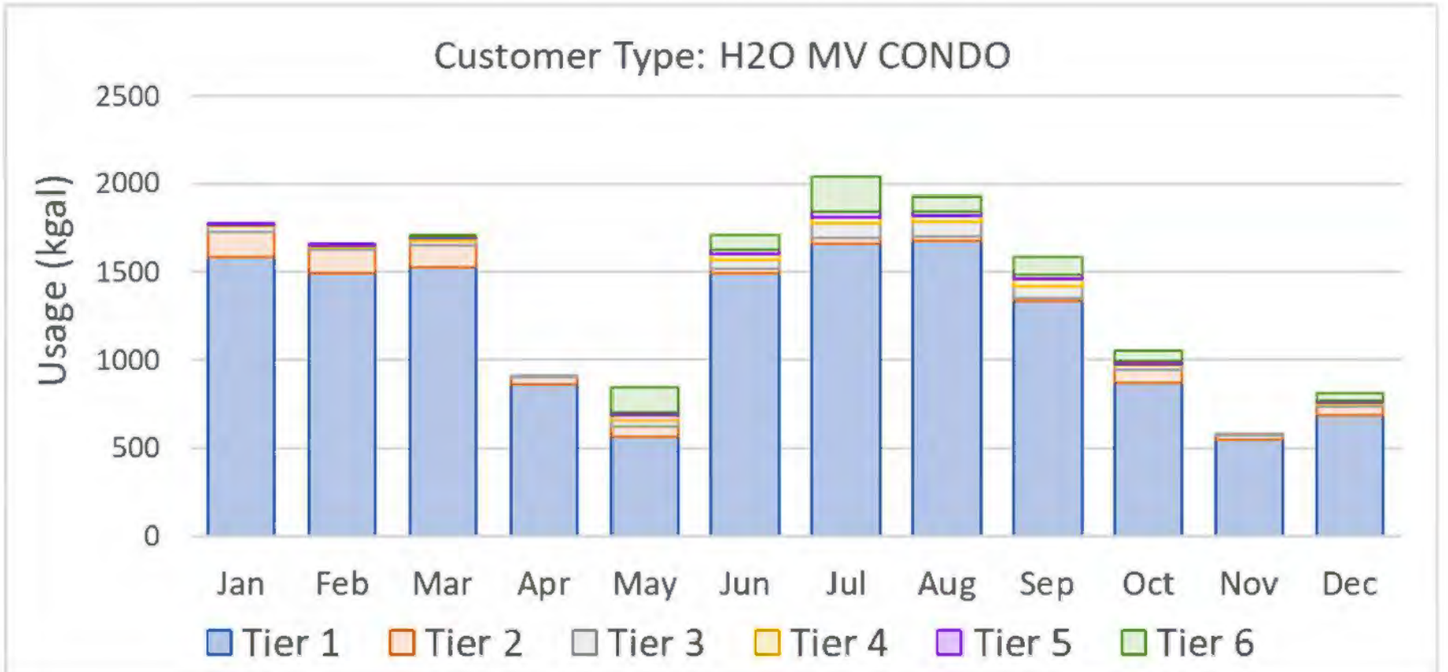
Town of Mountain Village Usage Summary

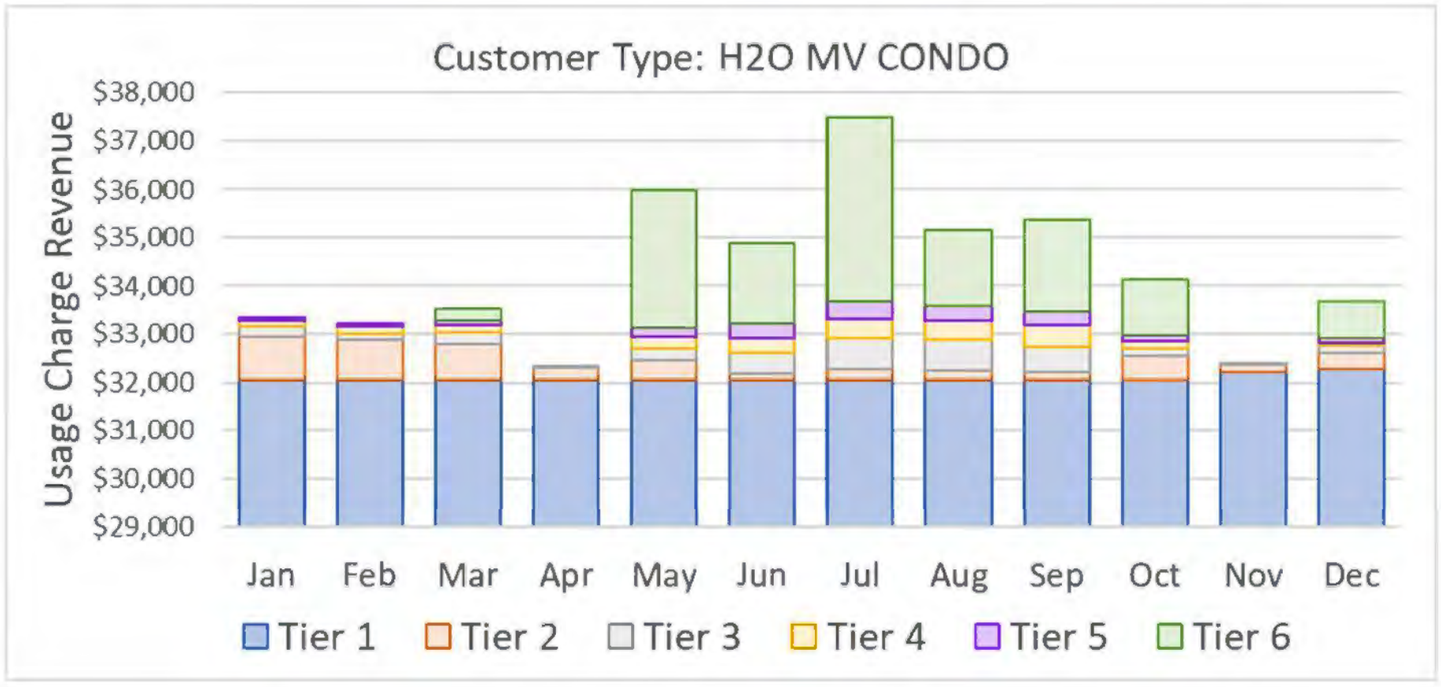
Appendix E



Town of Mountain Village Usage Summary

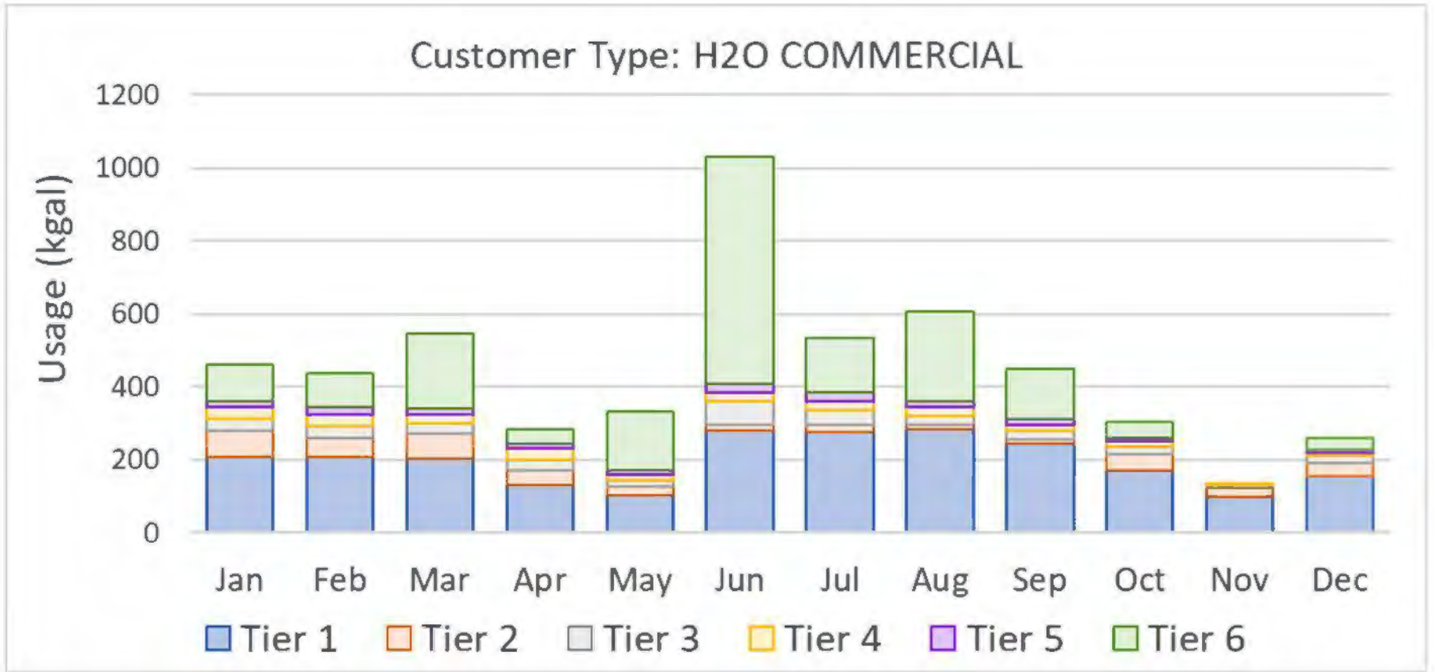
Appendix E

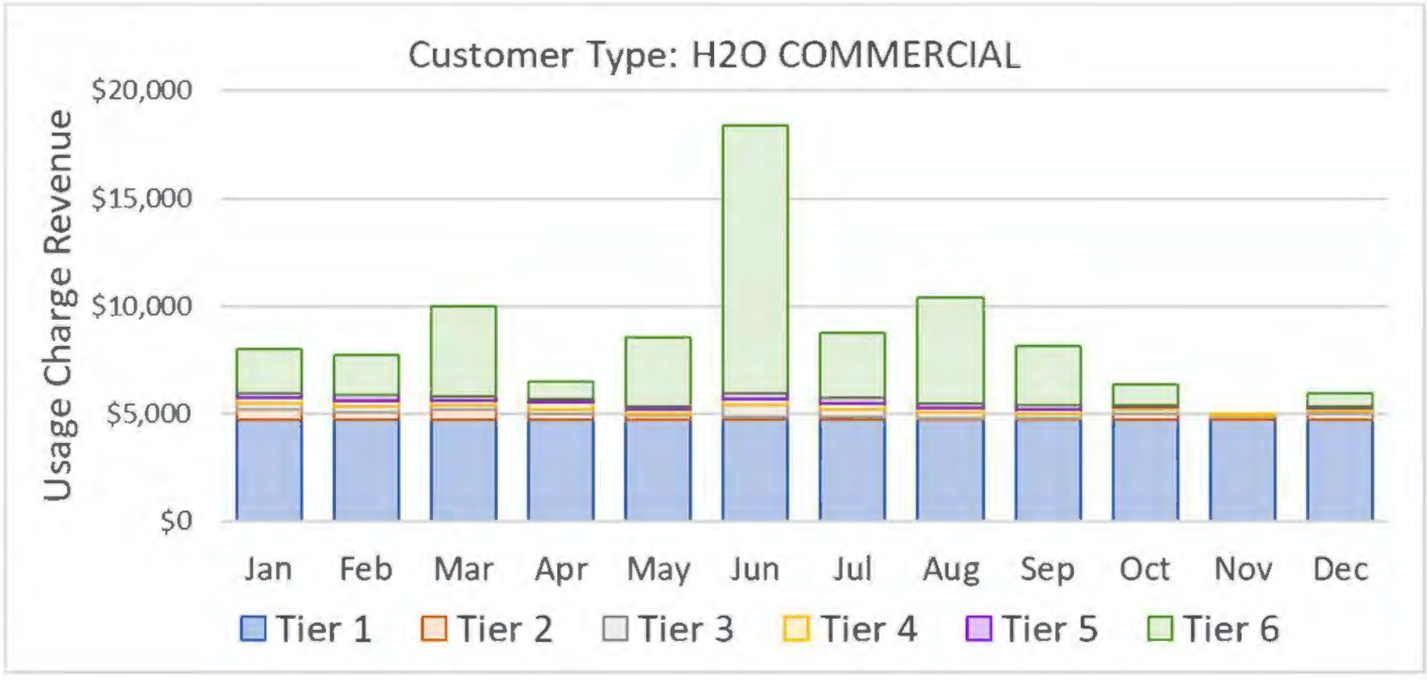




Town of Mountain Village Usage Summary

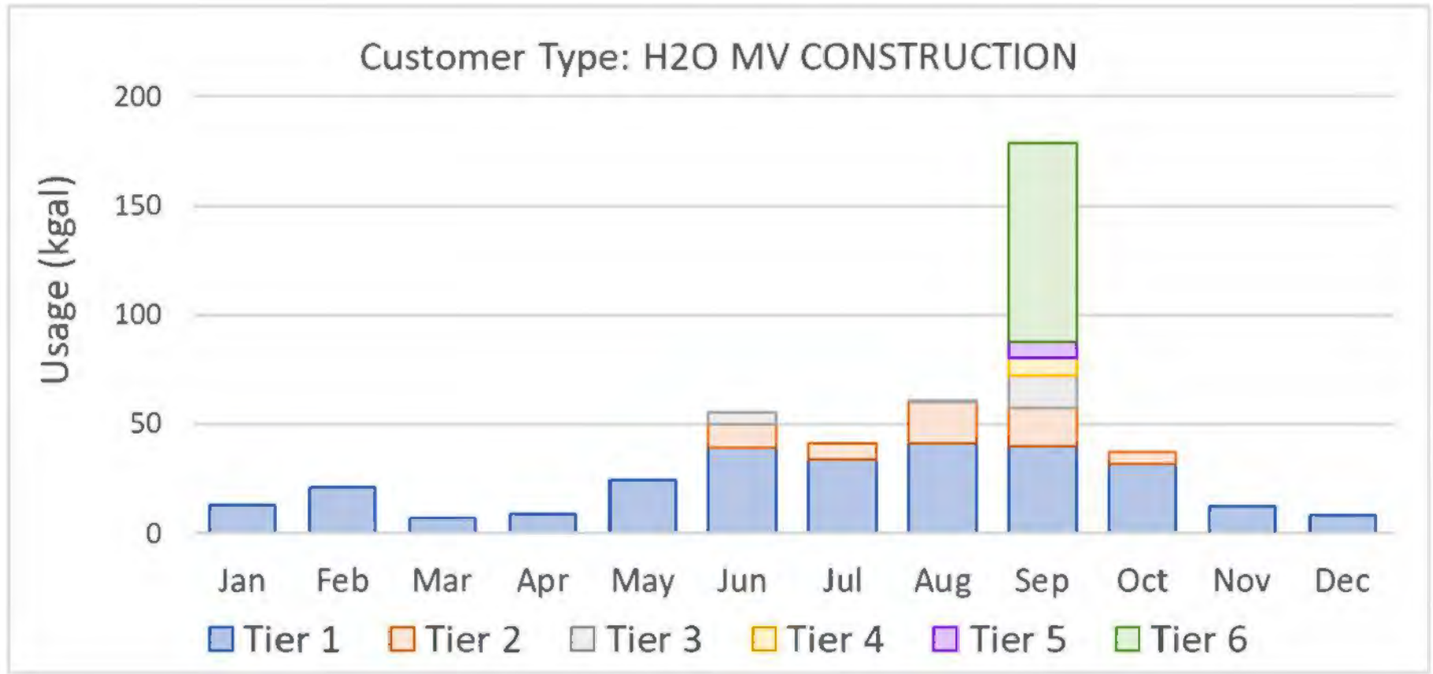
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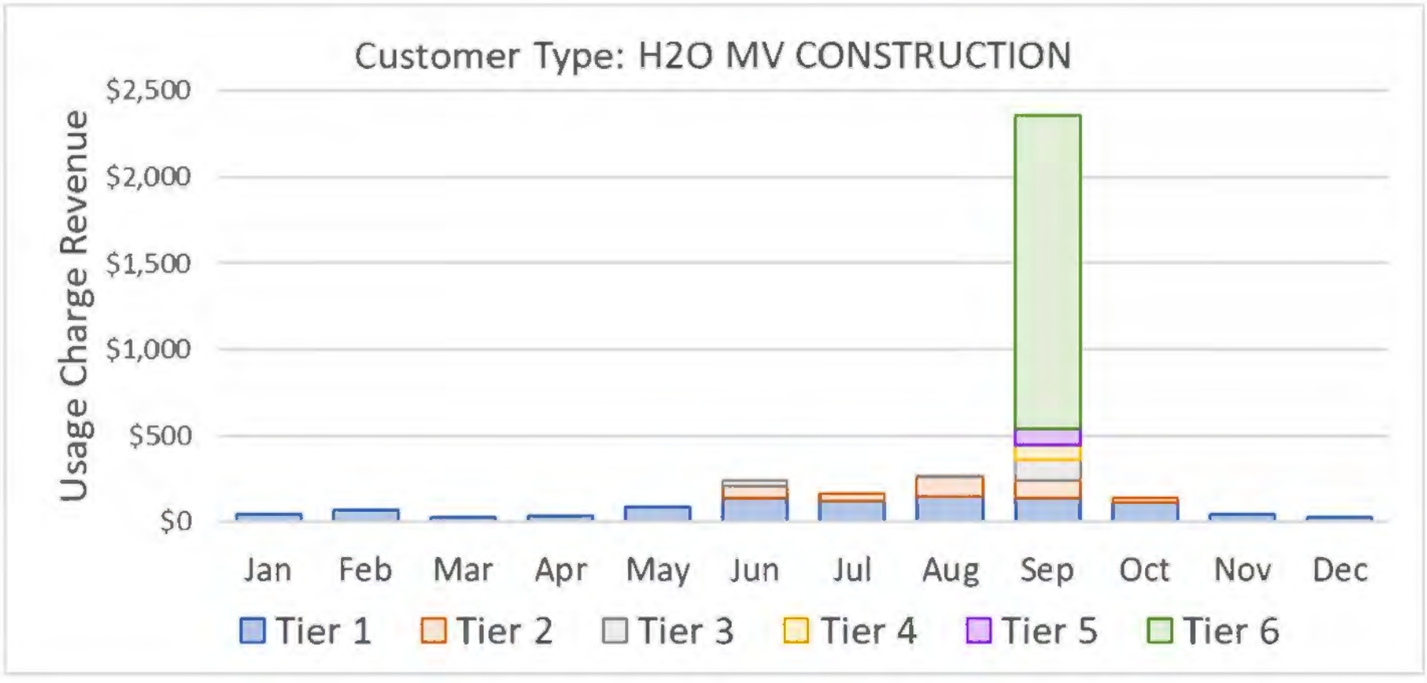




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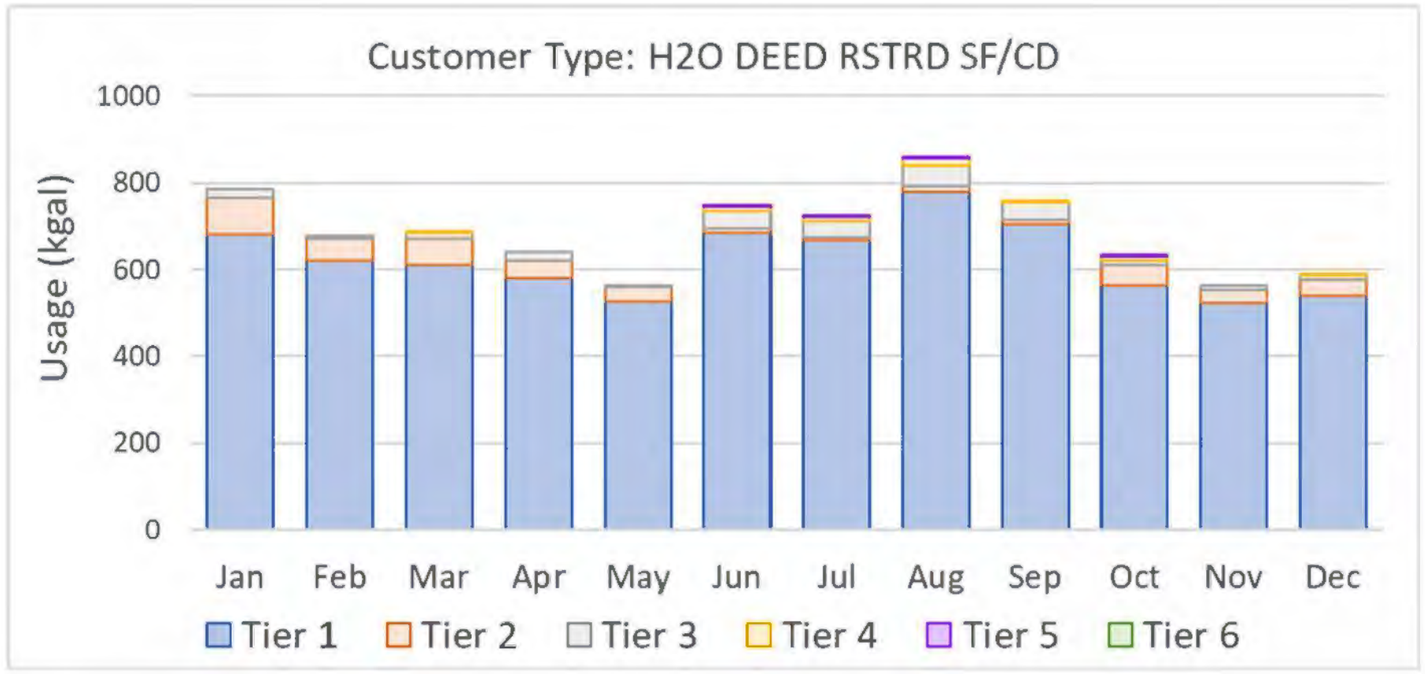
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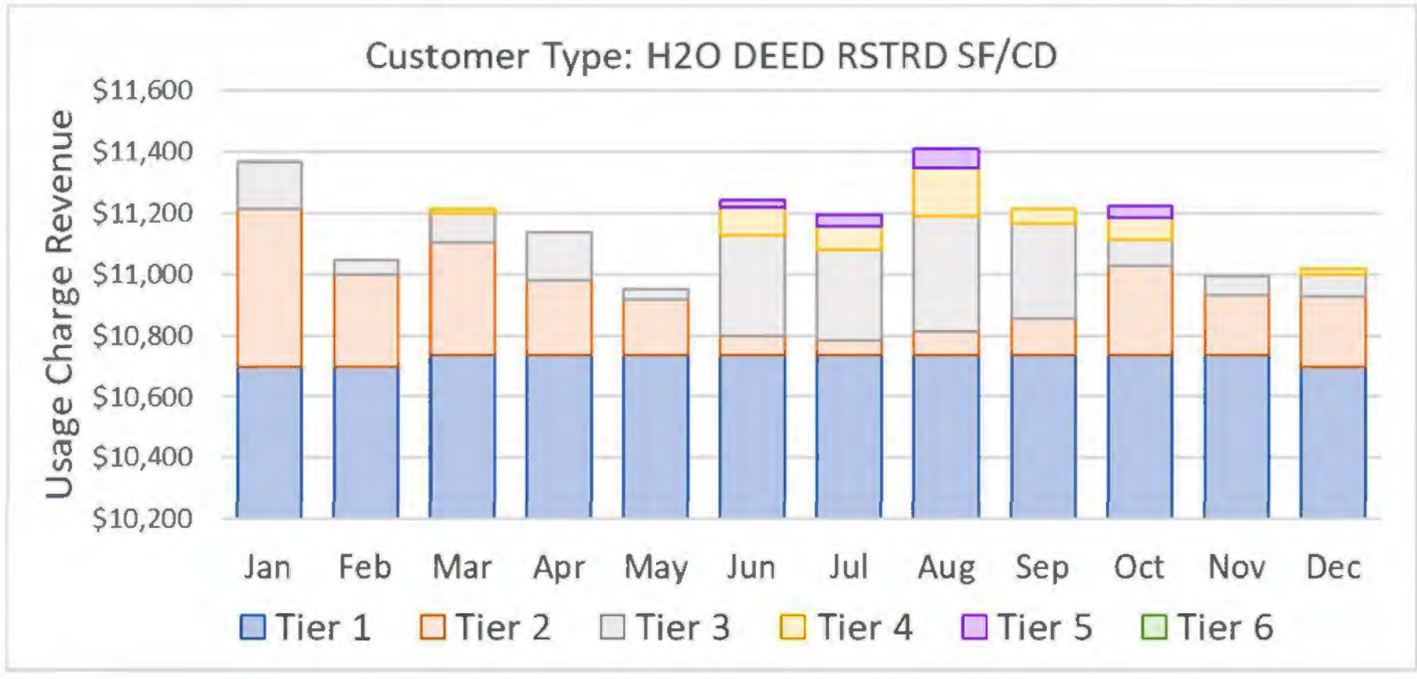




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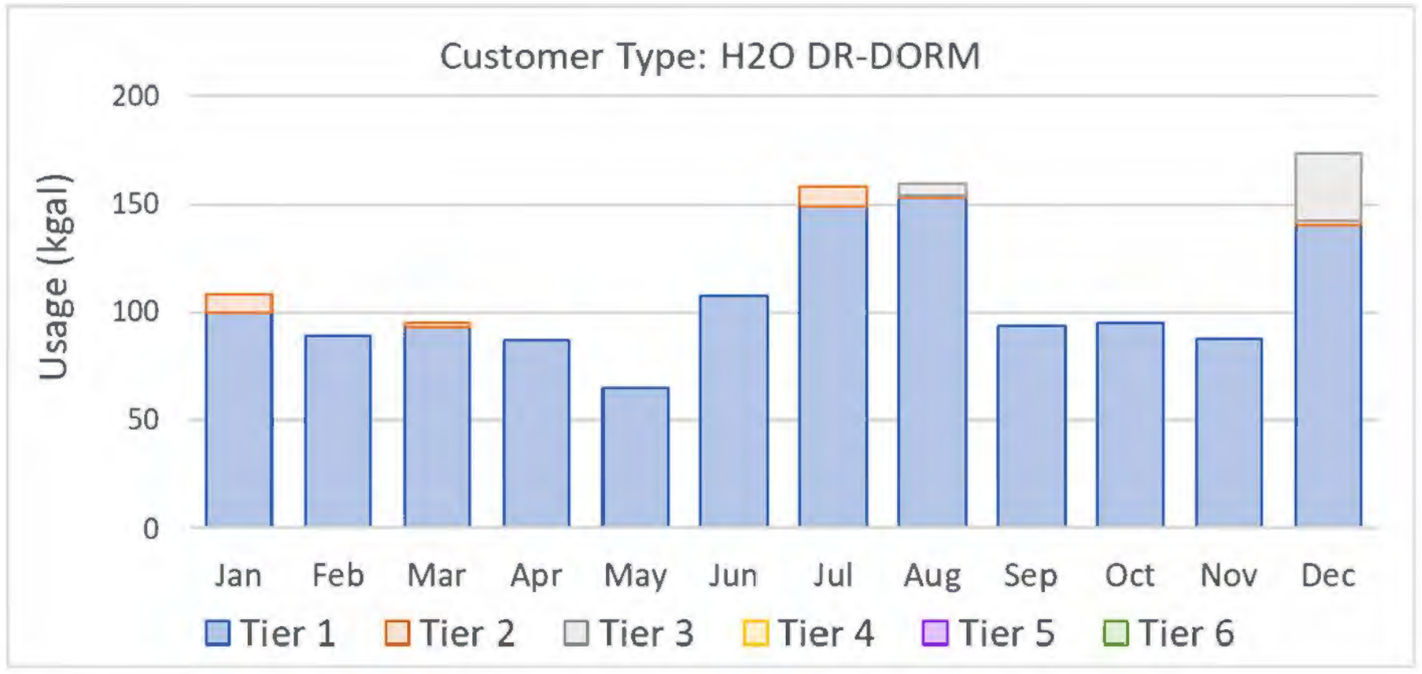
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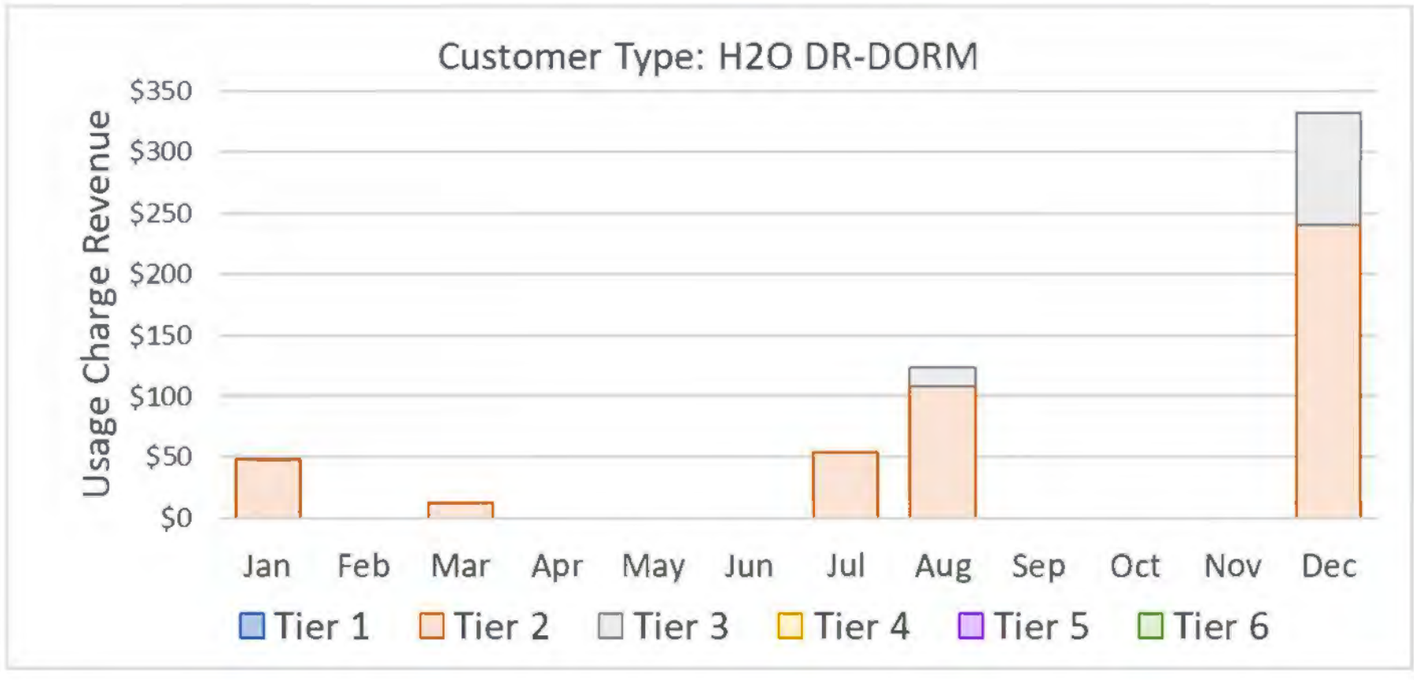




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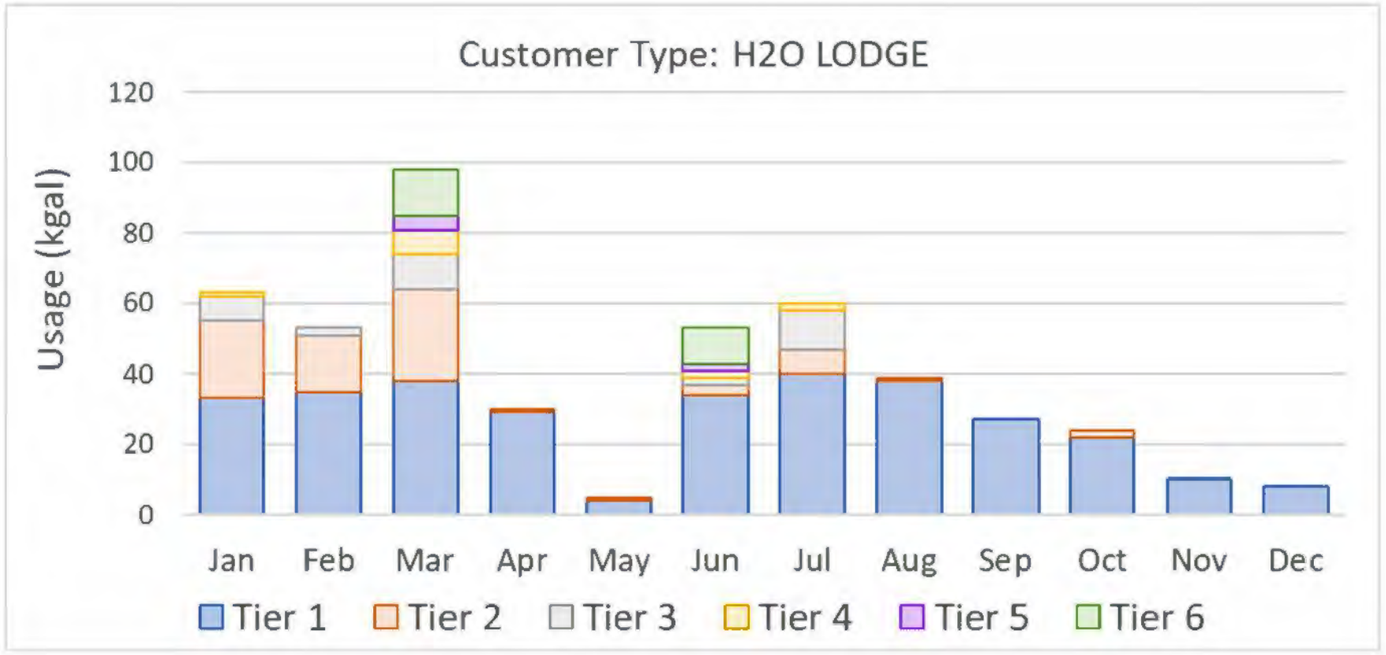
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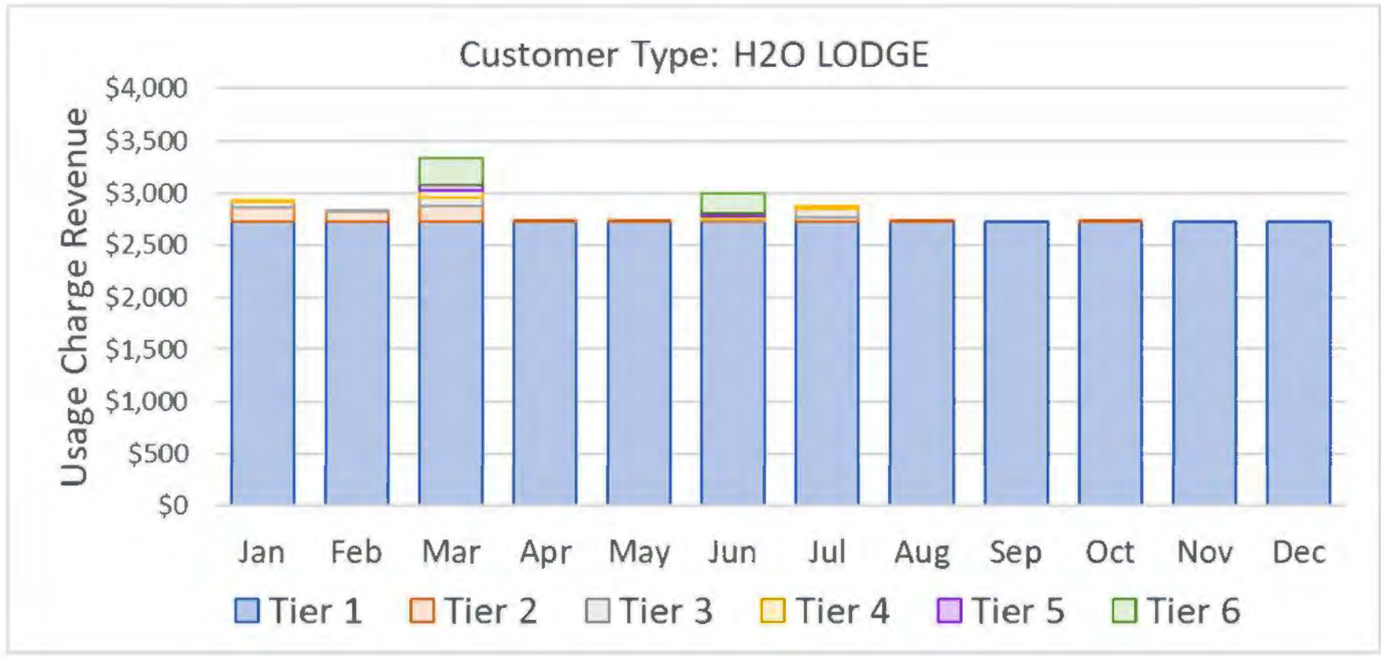




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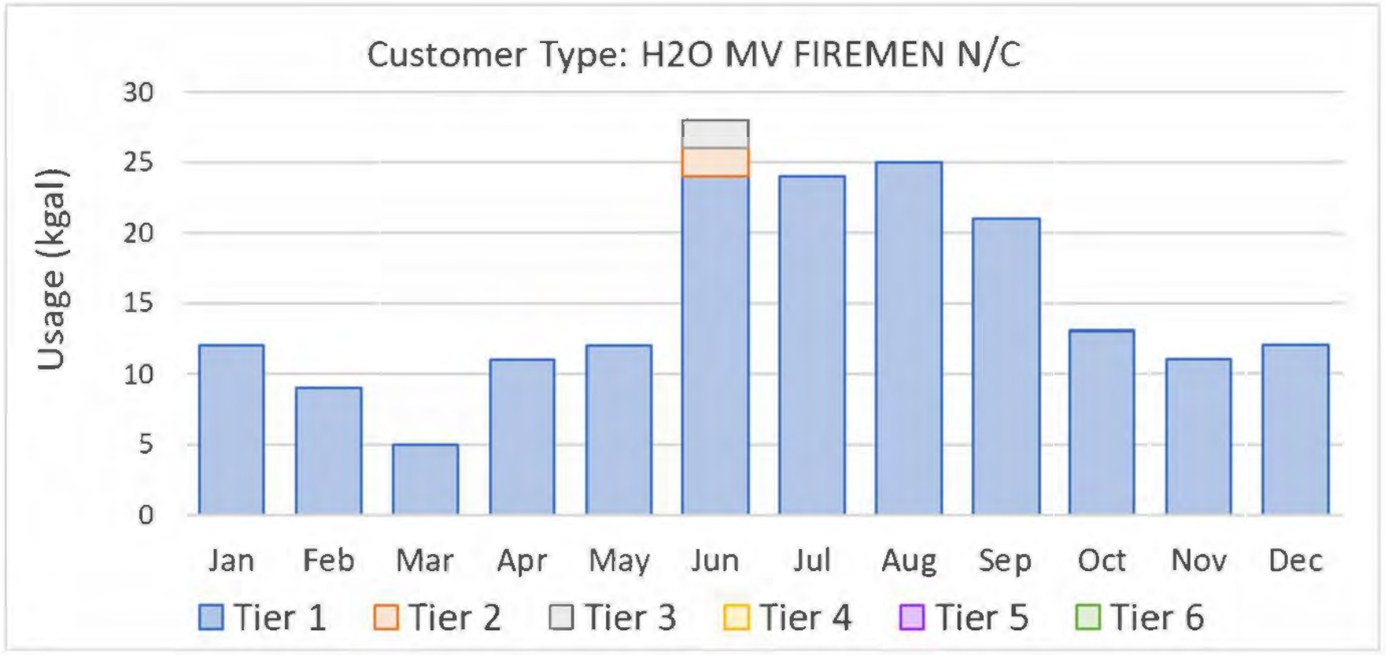
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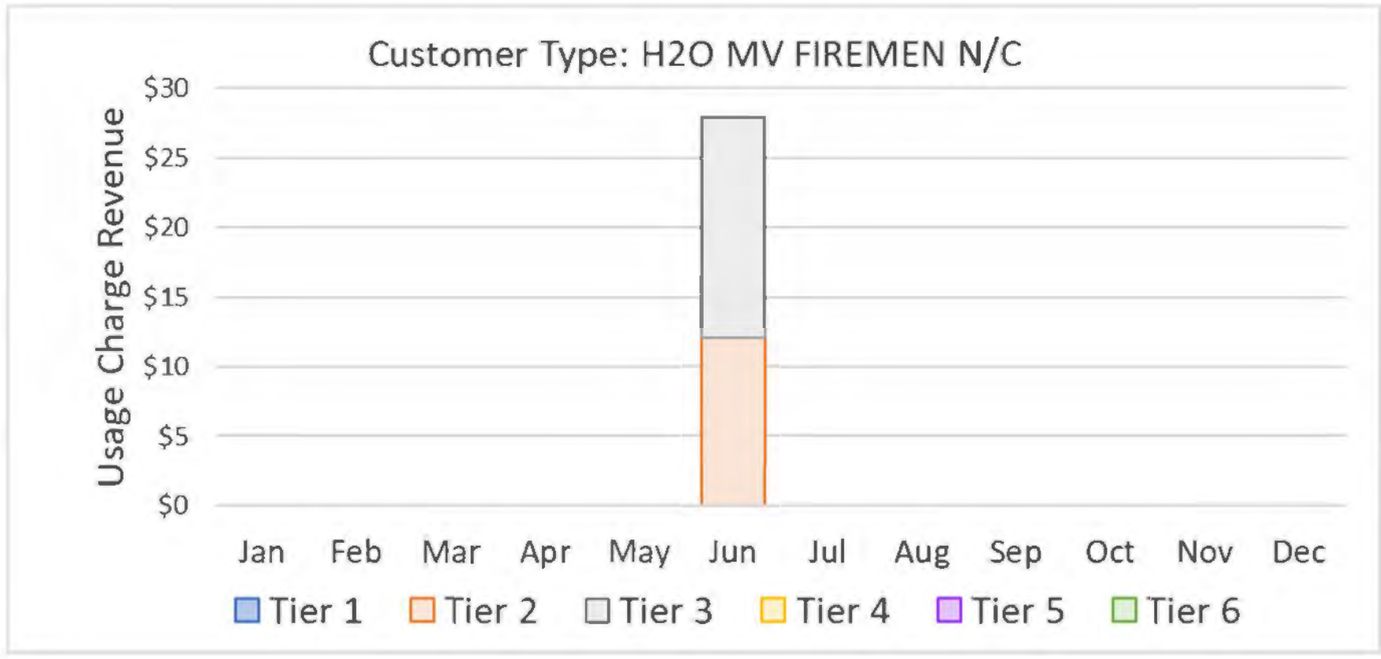




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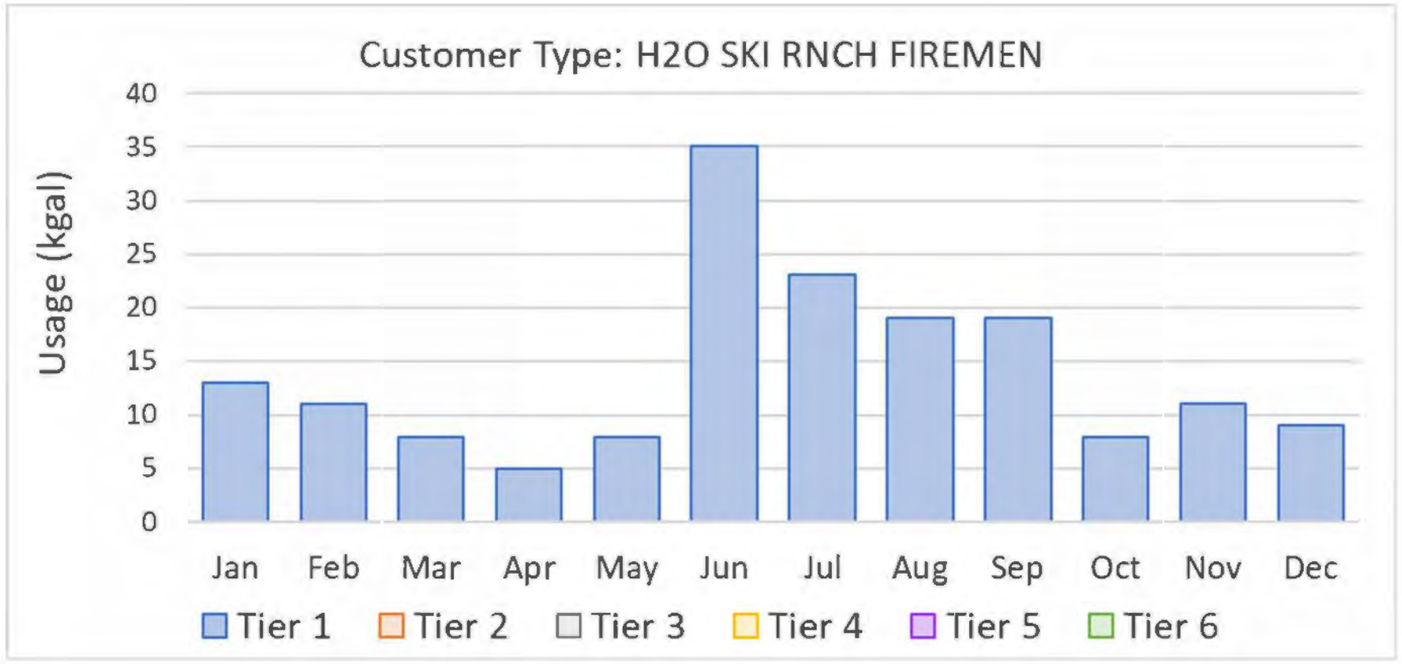
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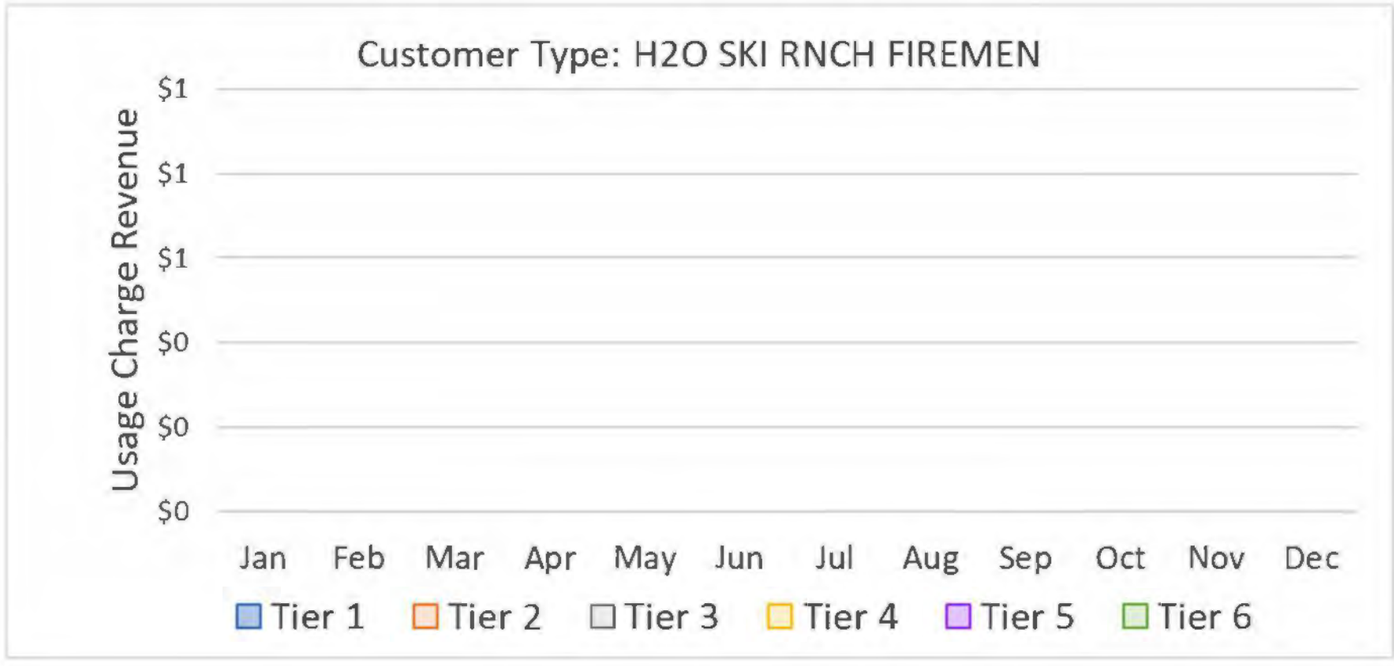




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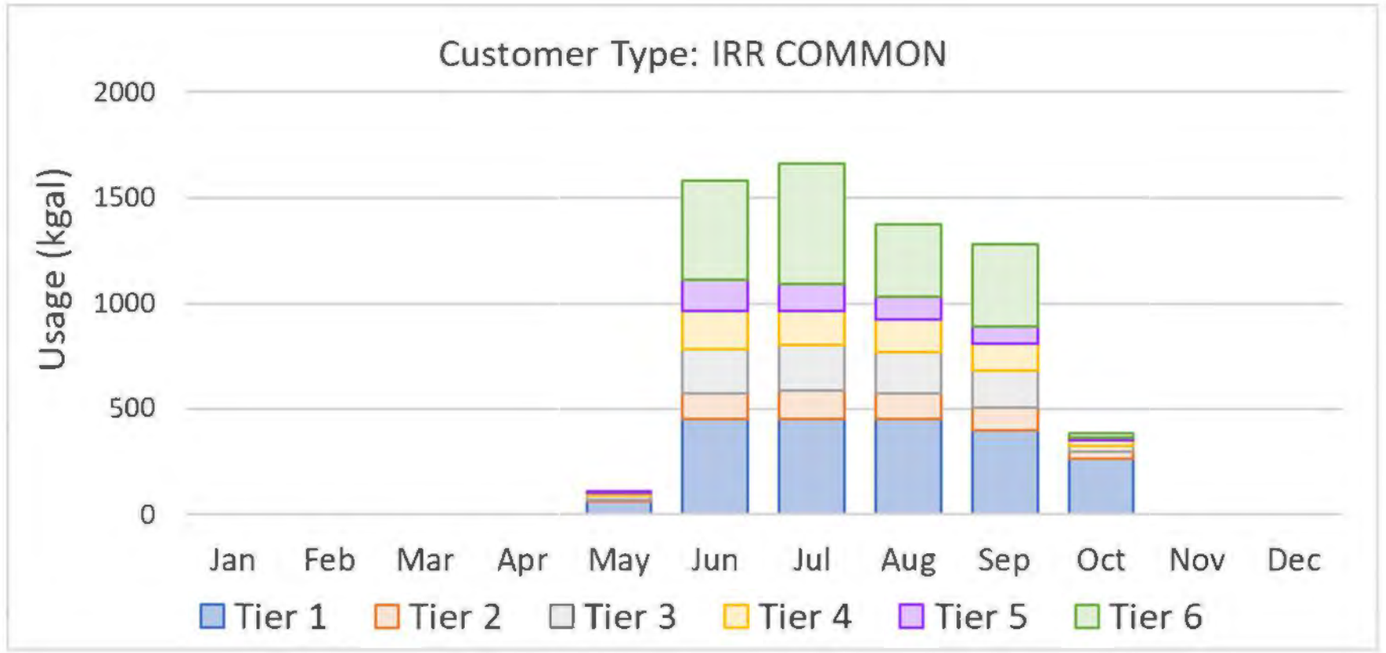
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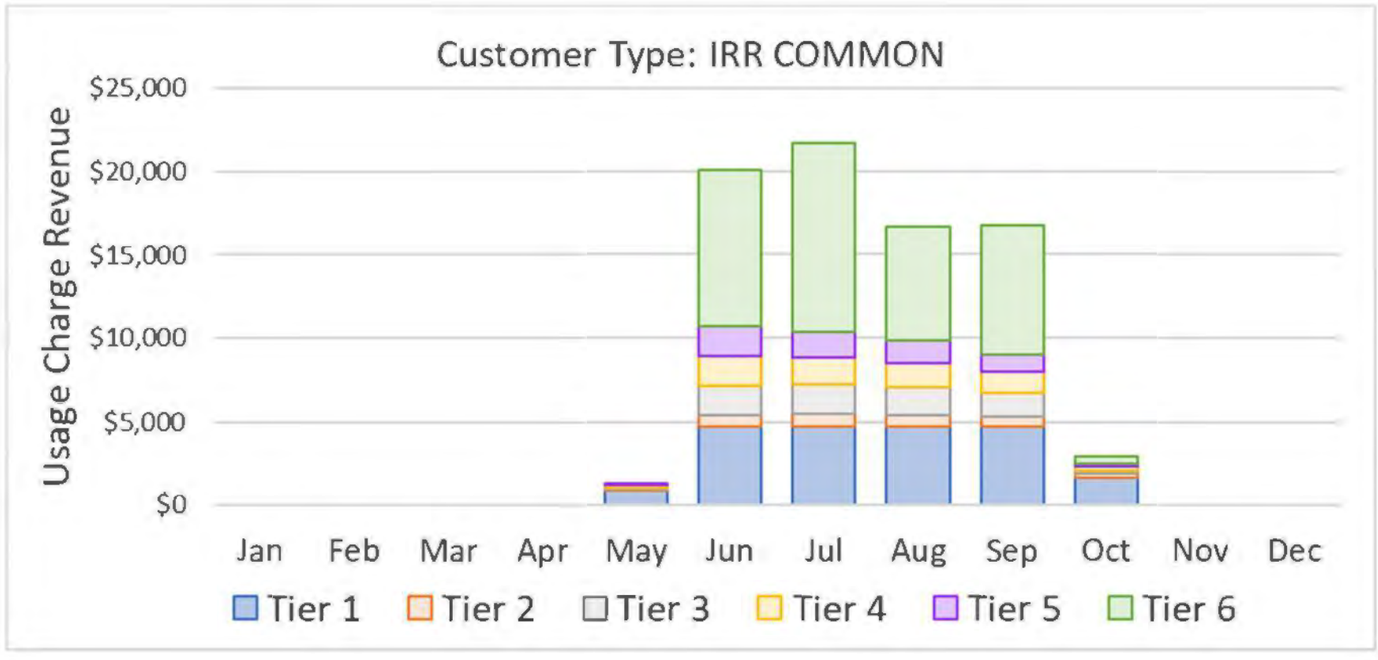




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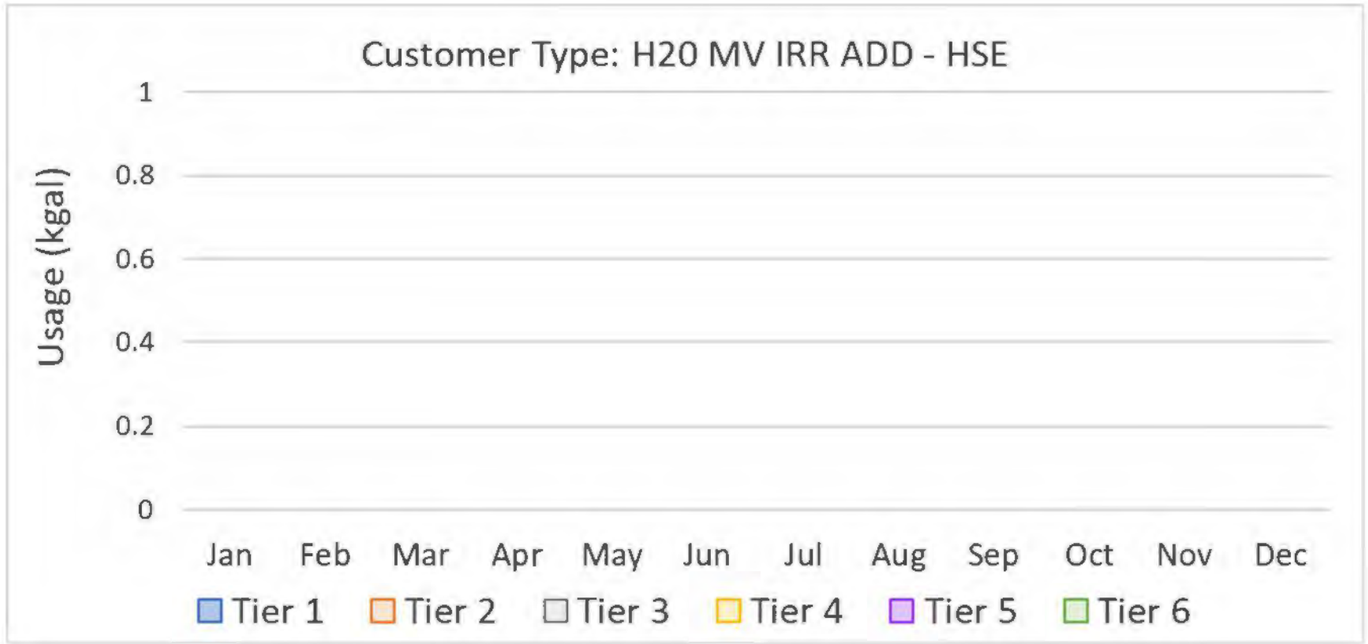
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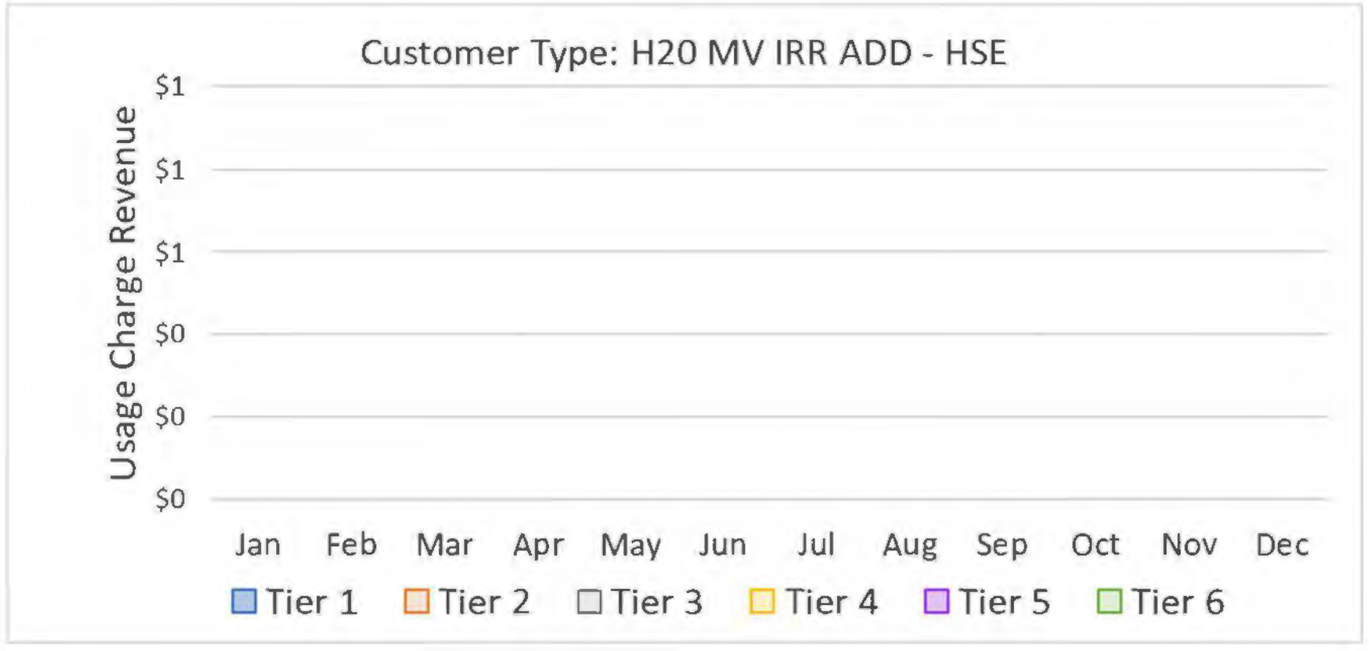




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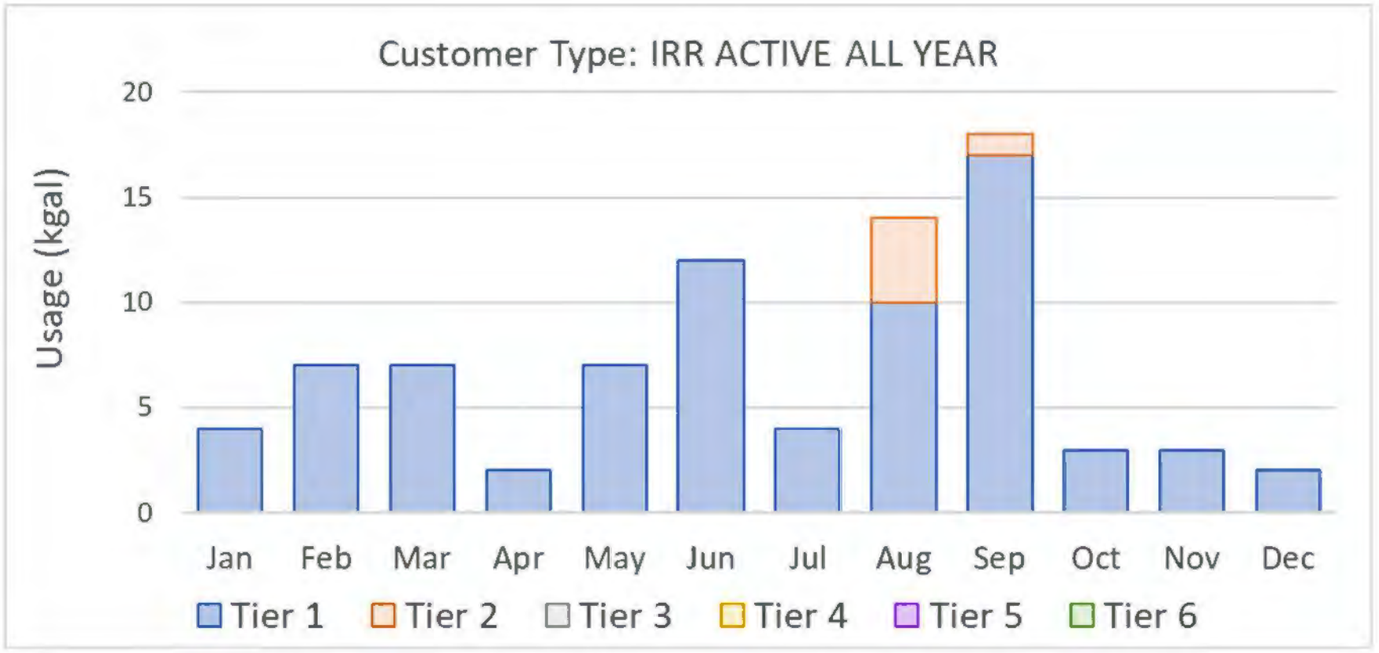
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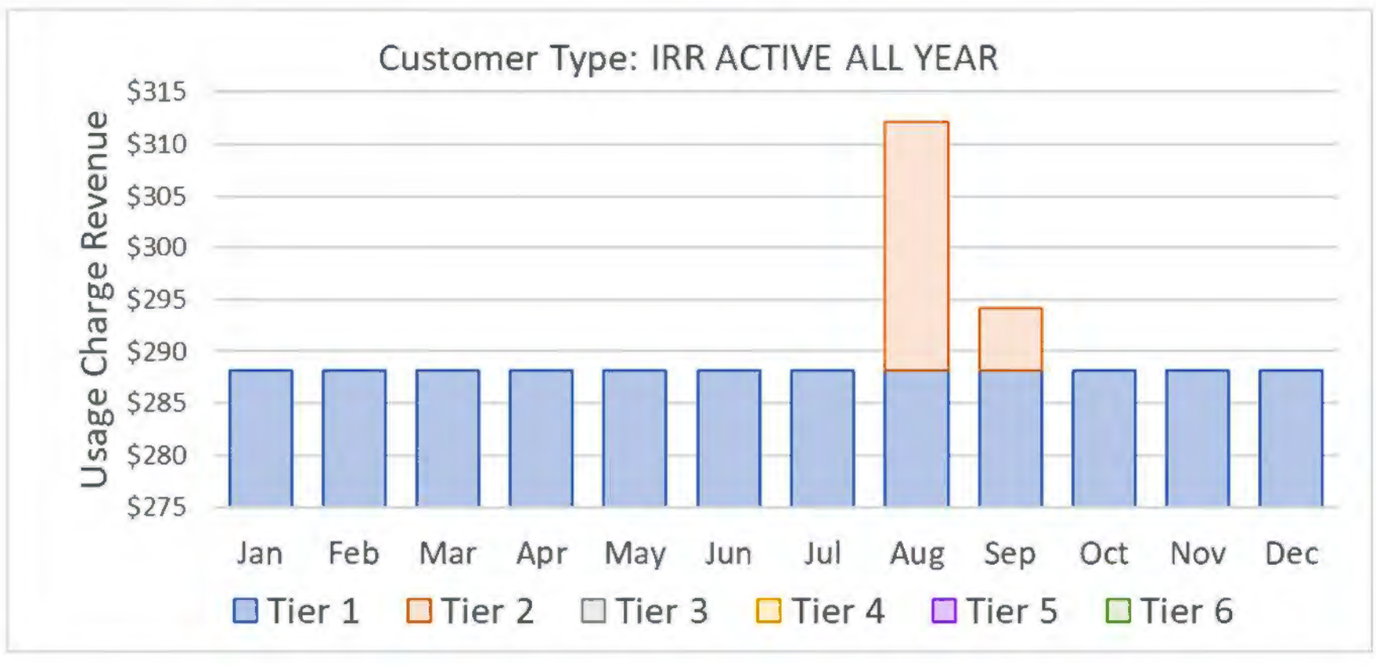




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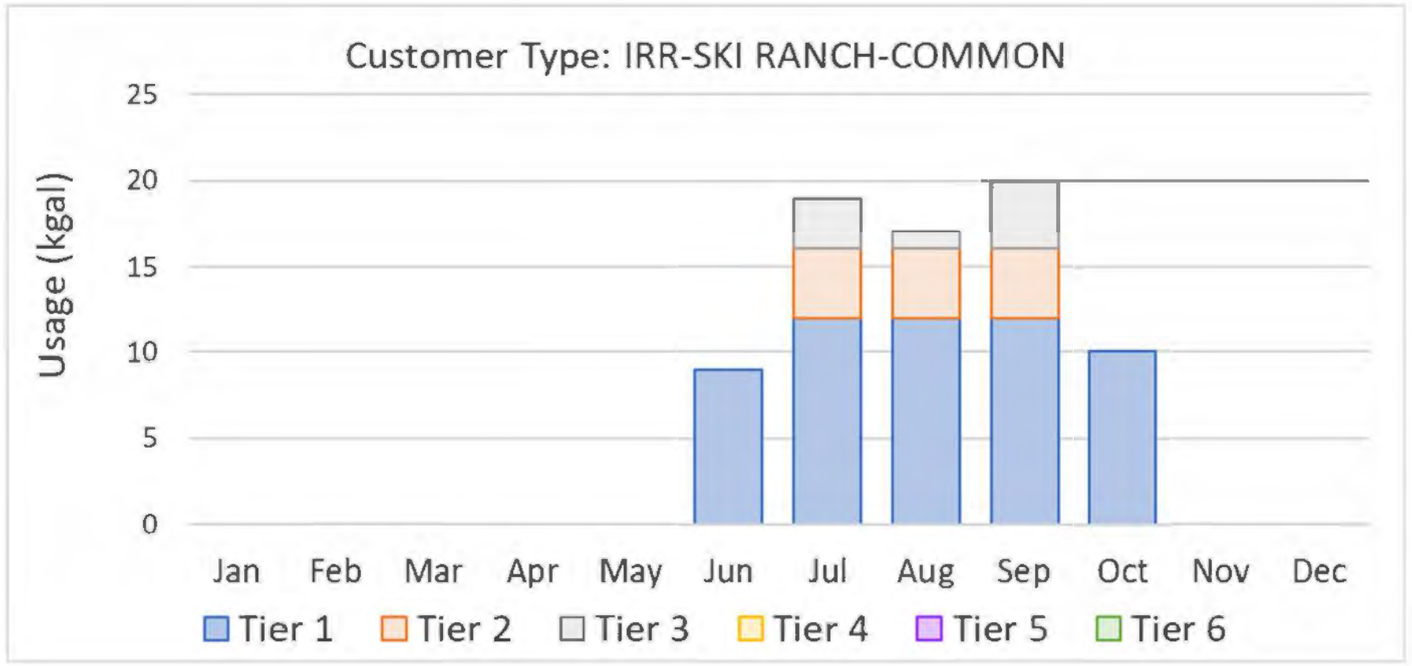
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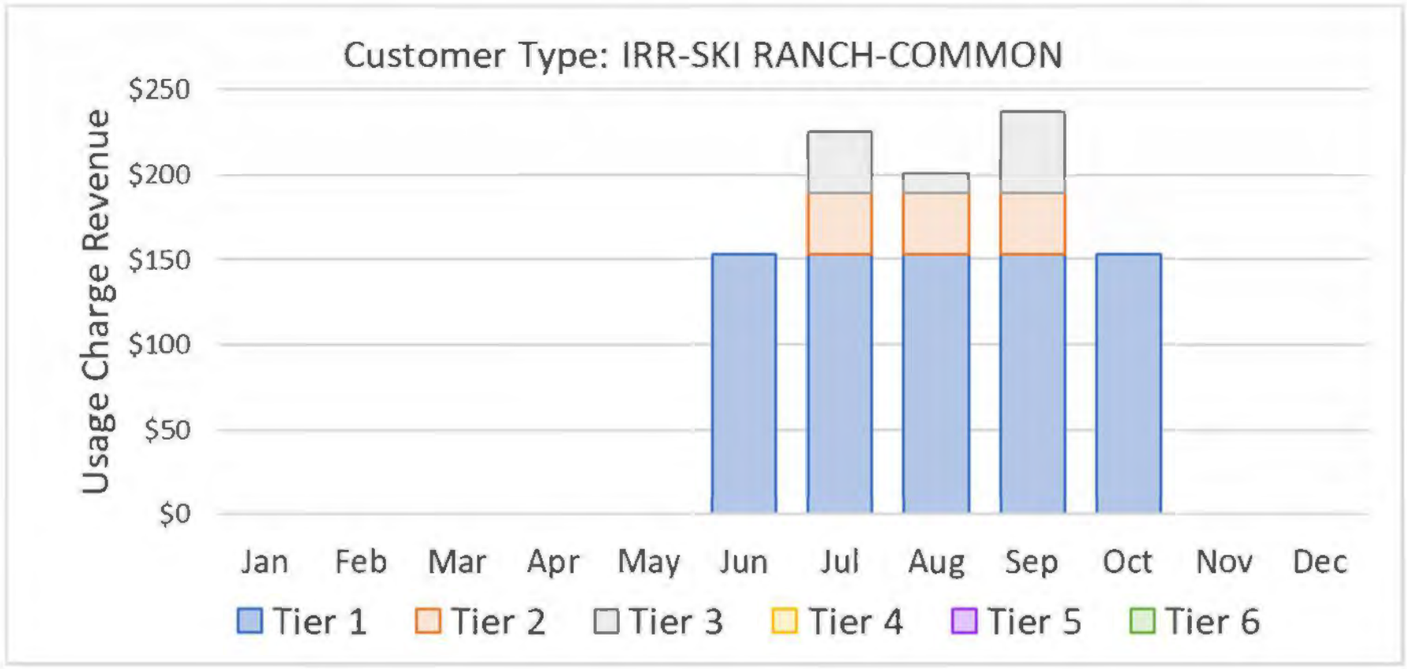




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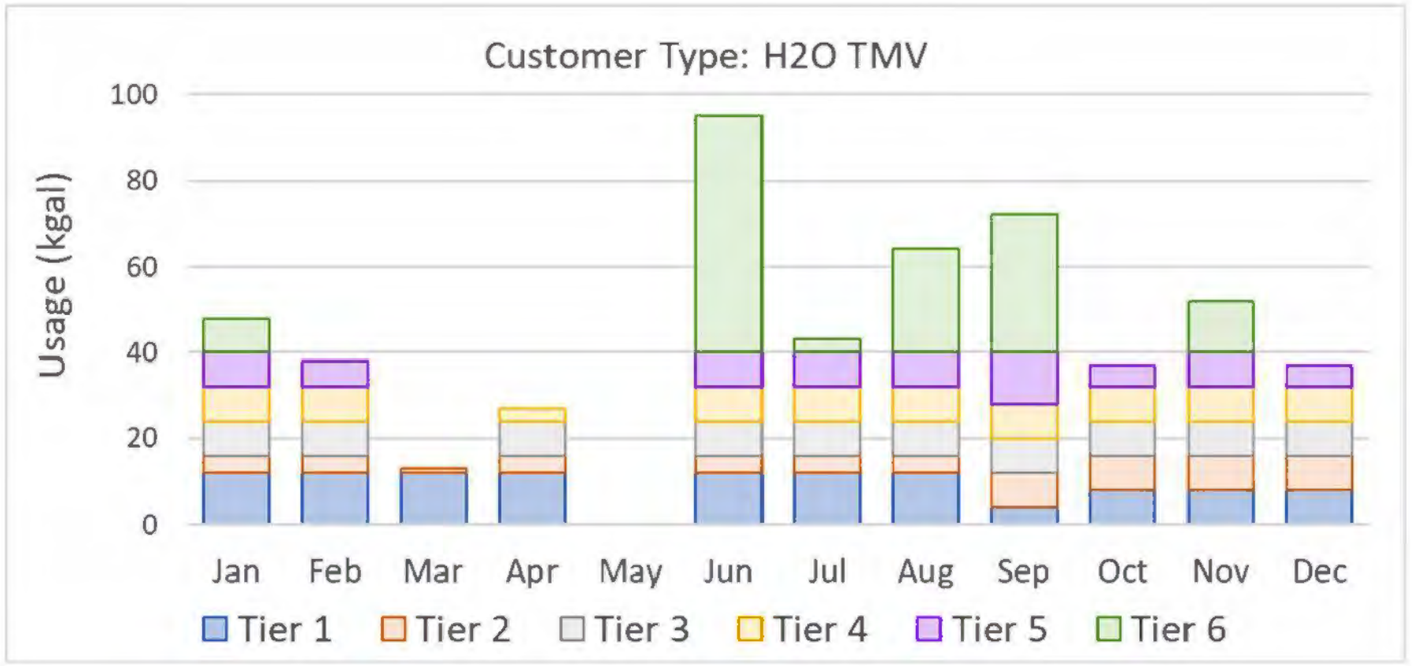
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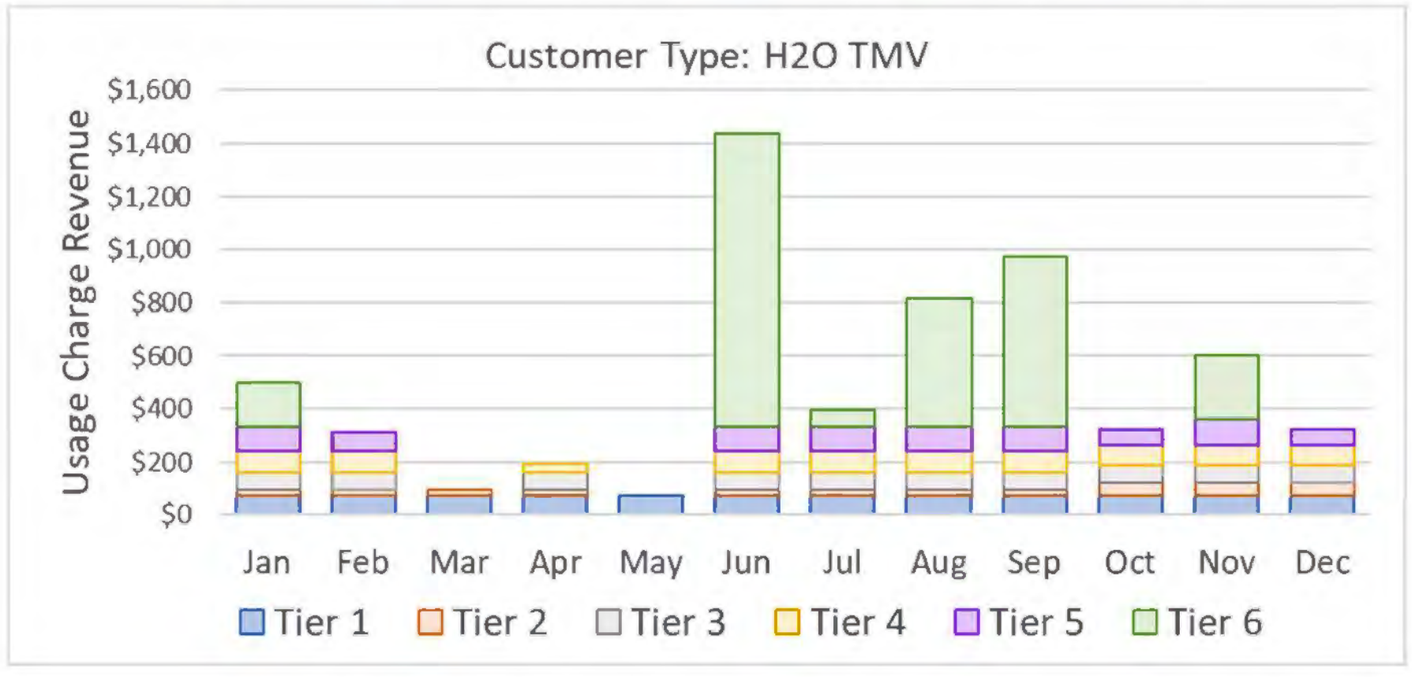




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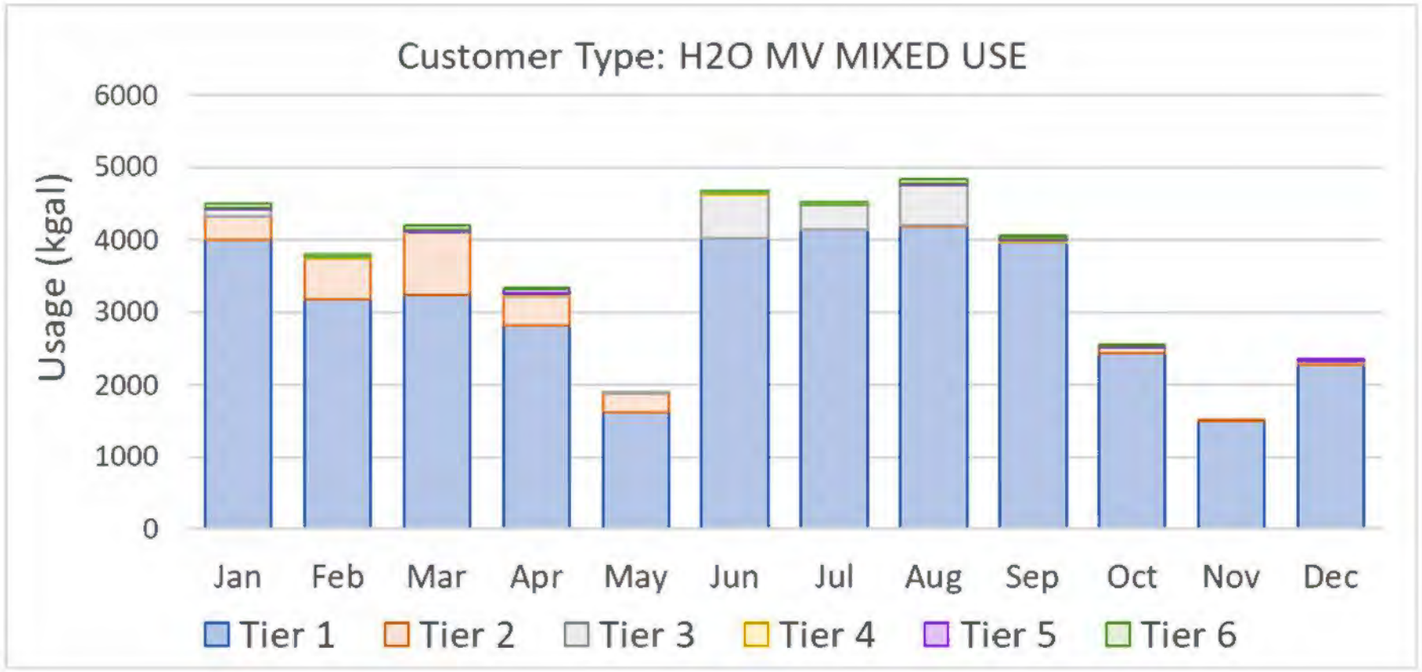
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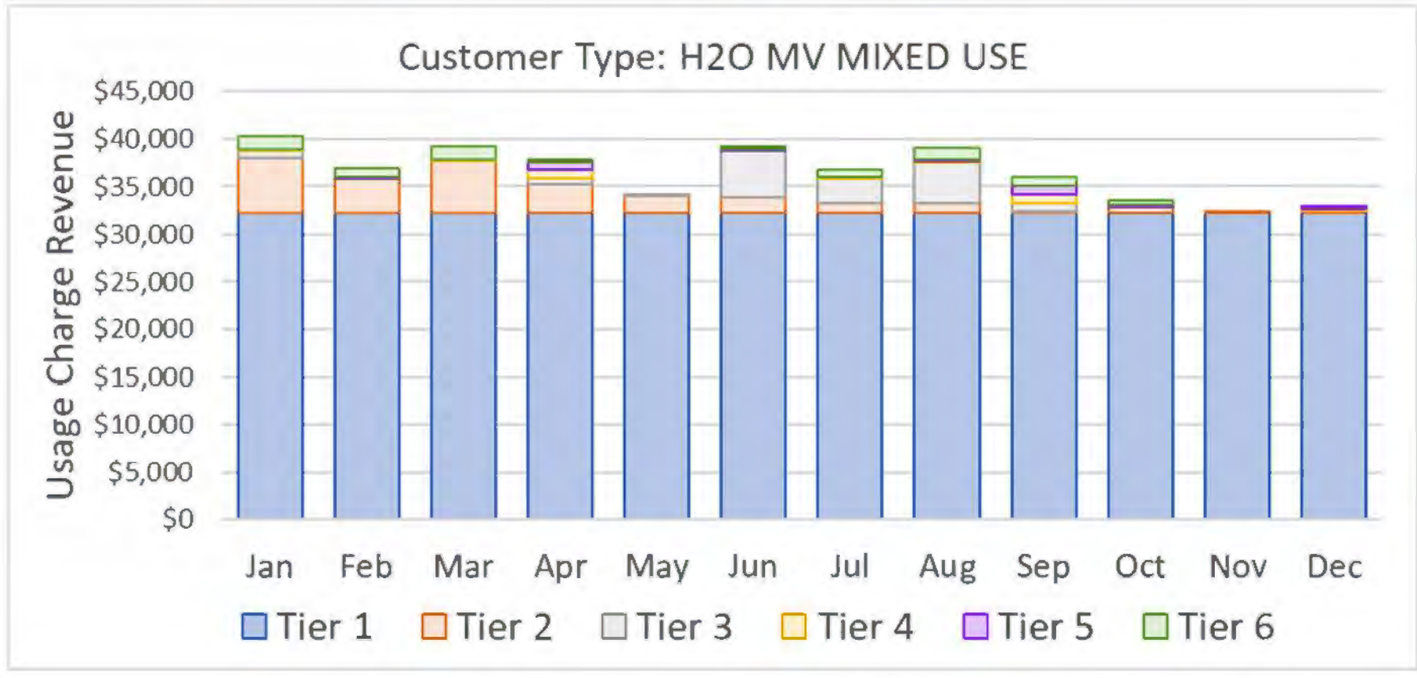




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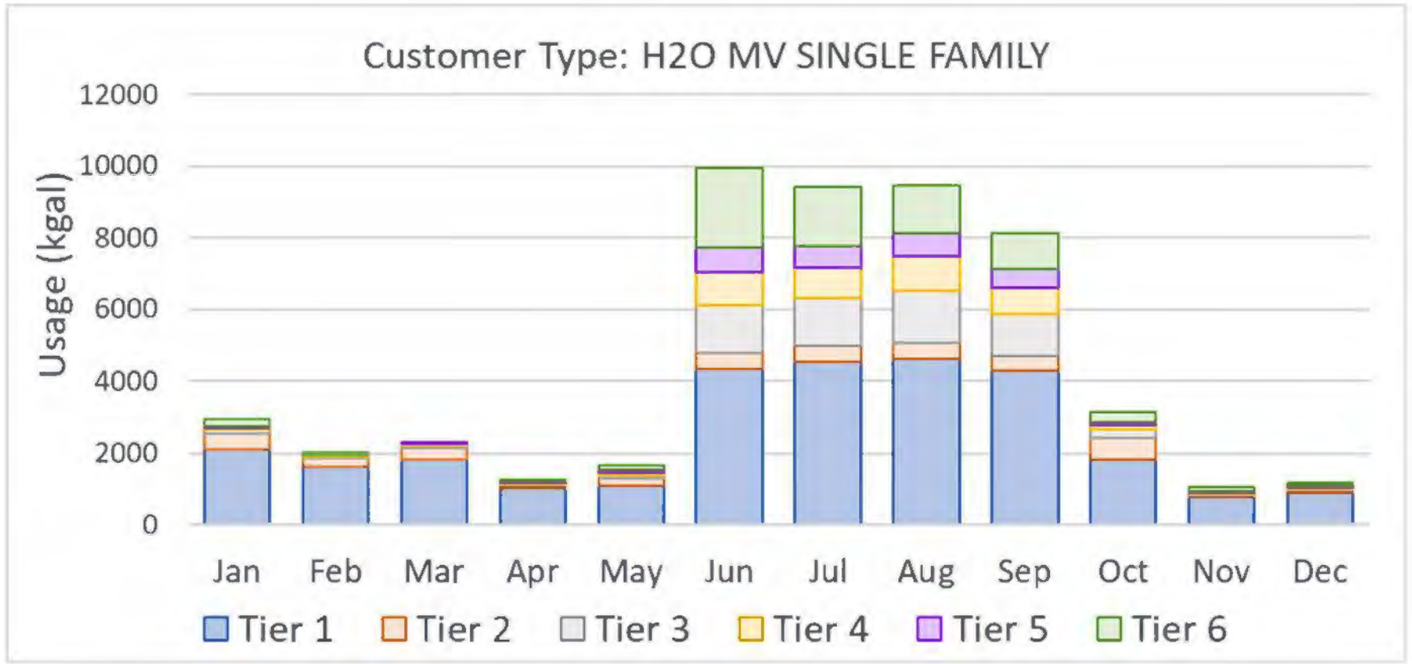
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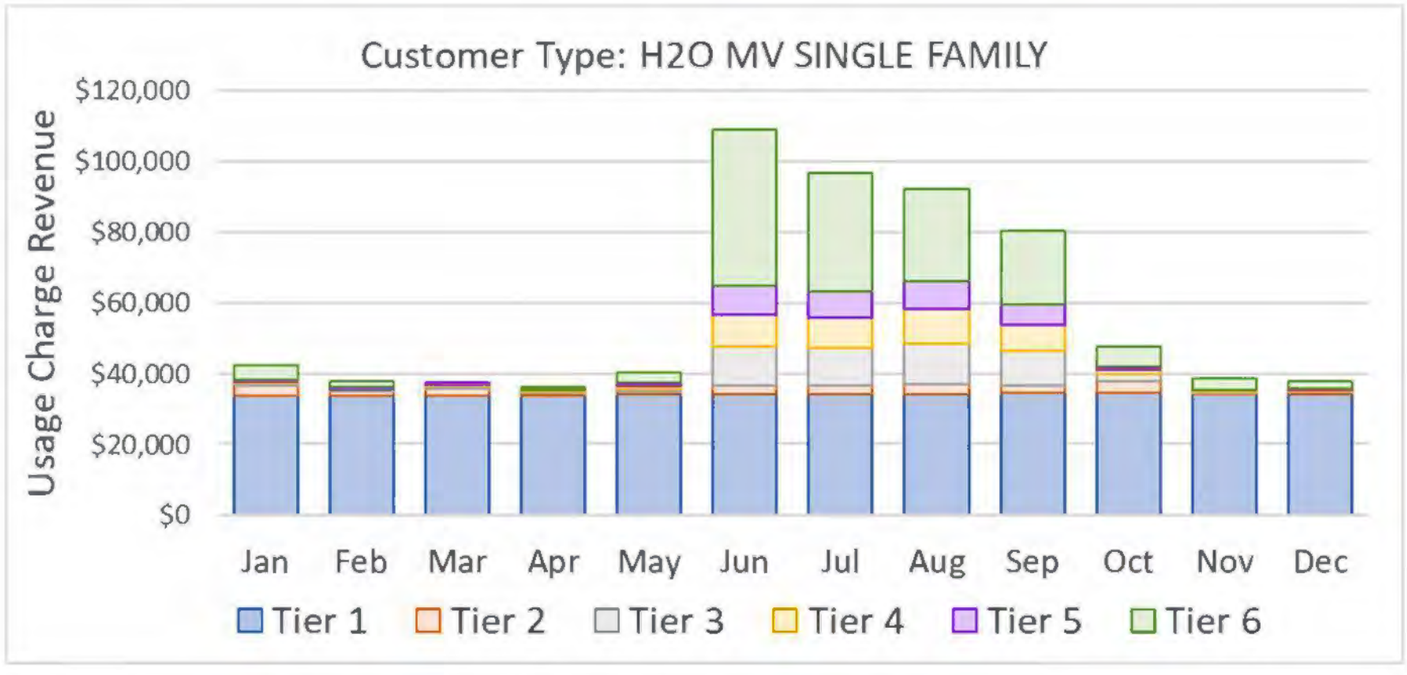




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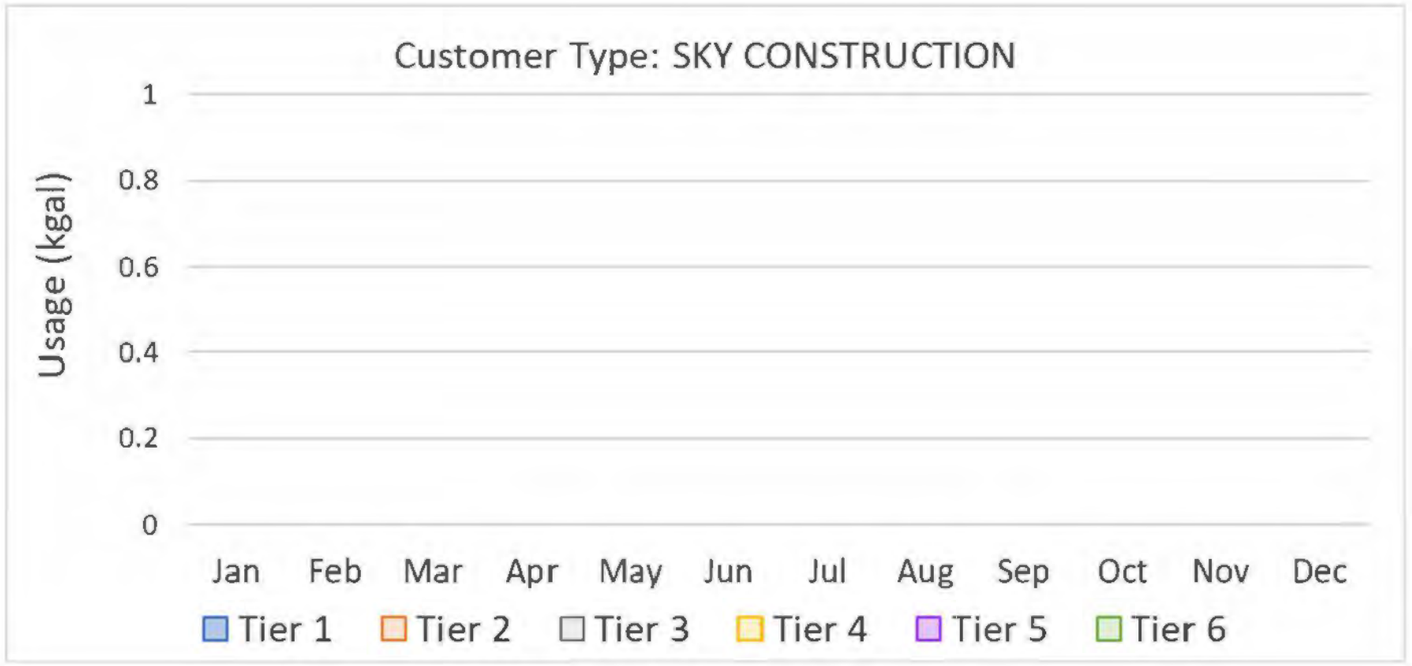
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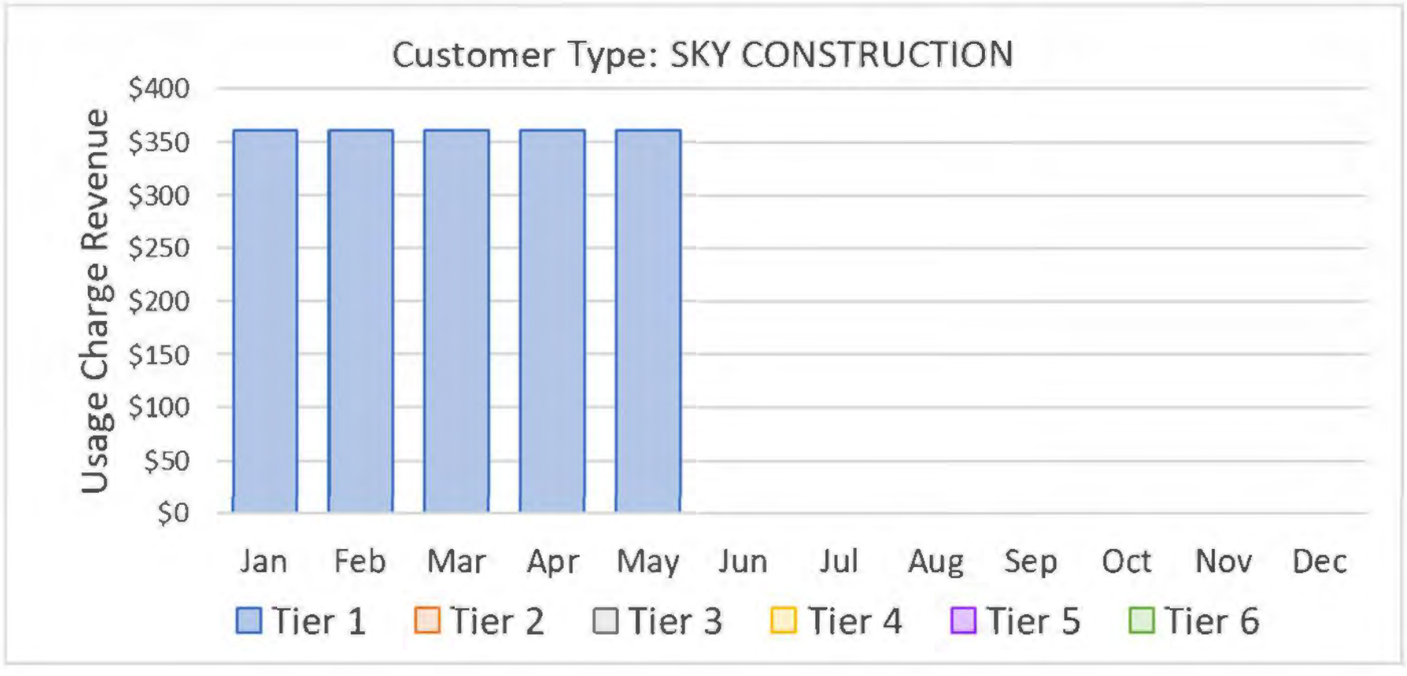




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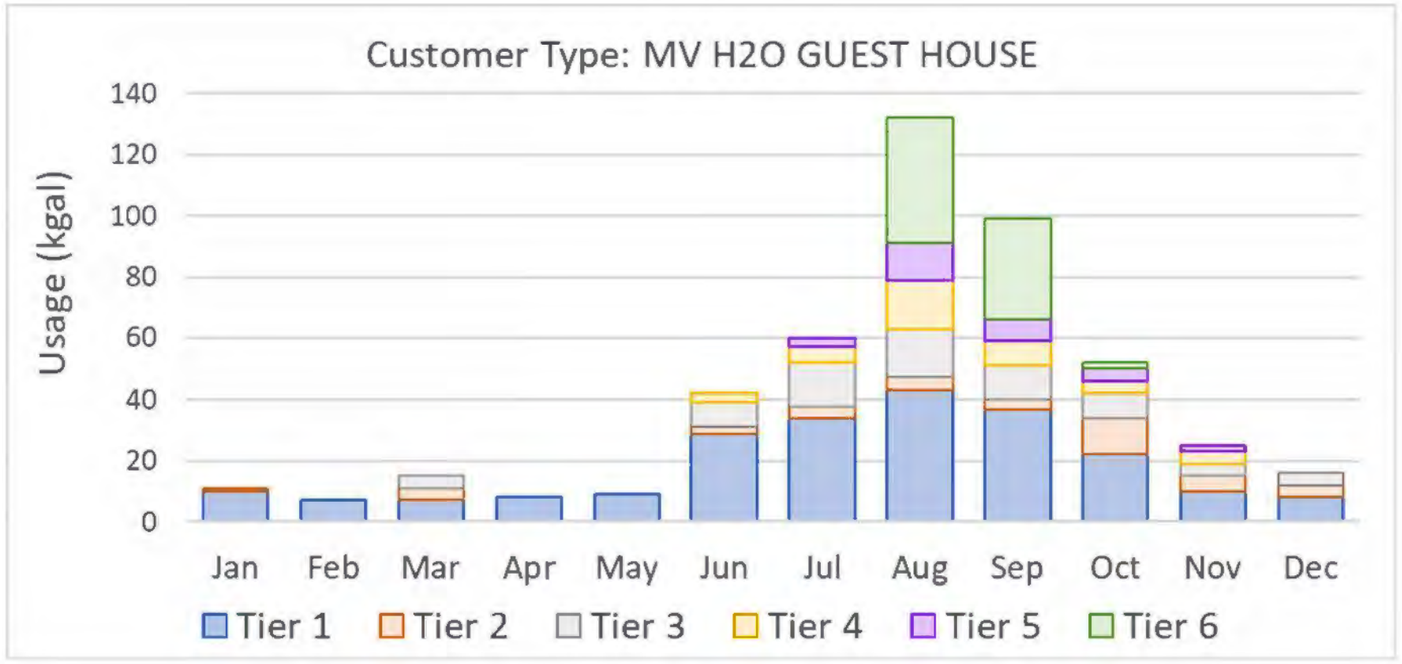
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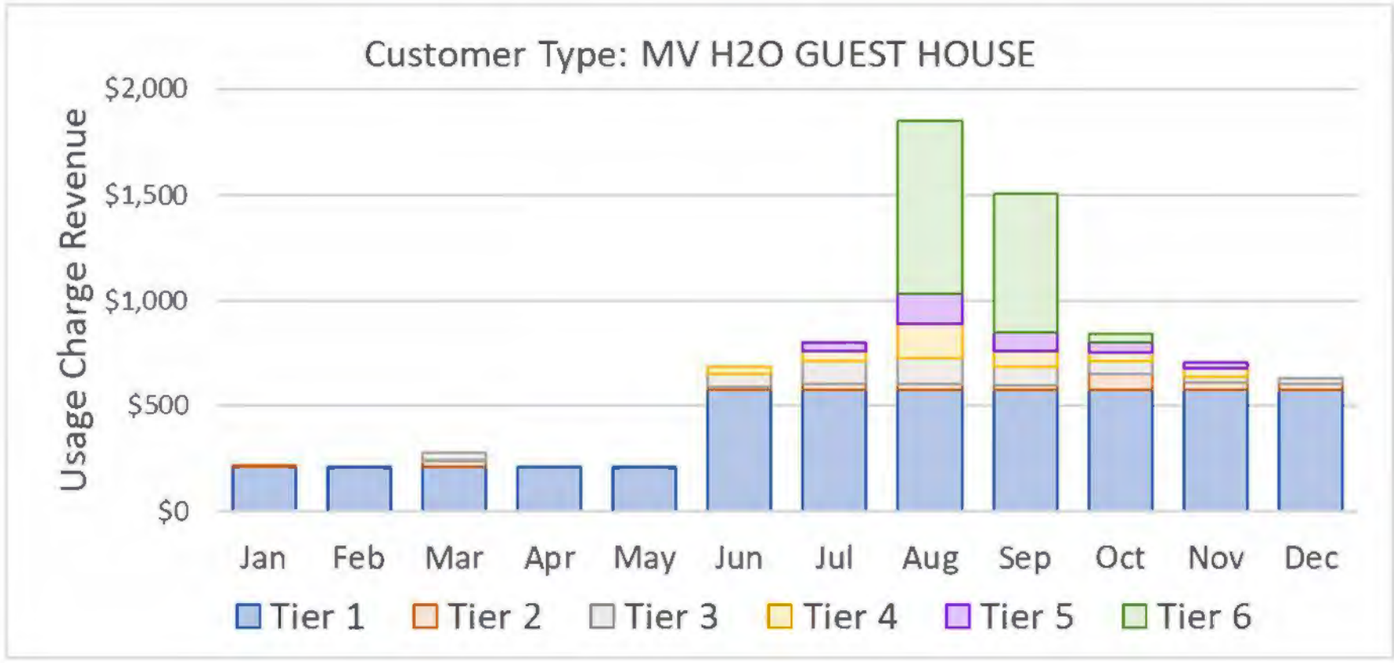




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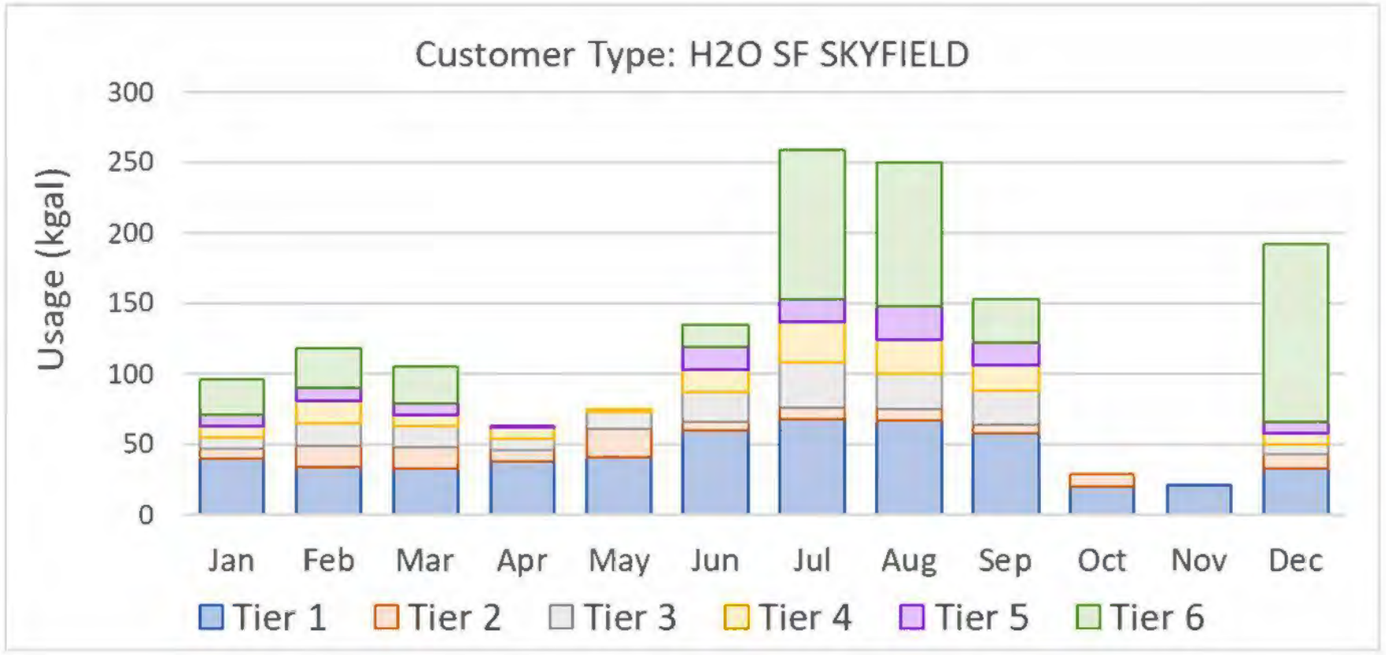
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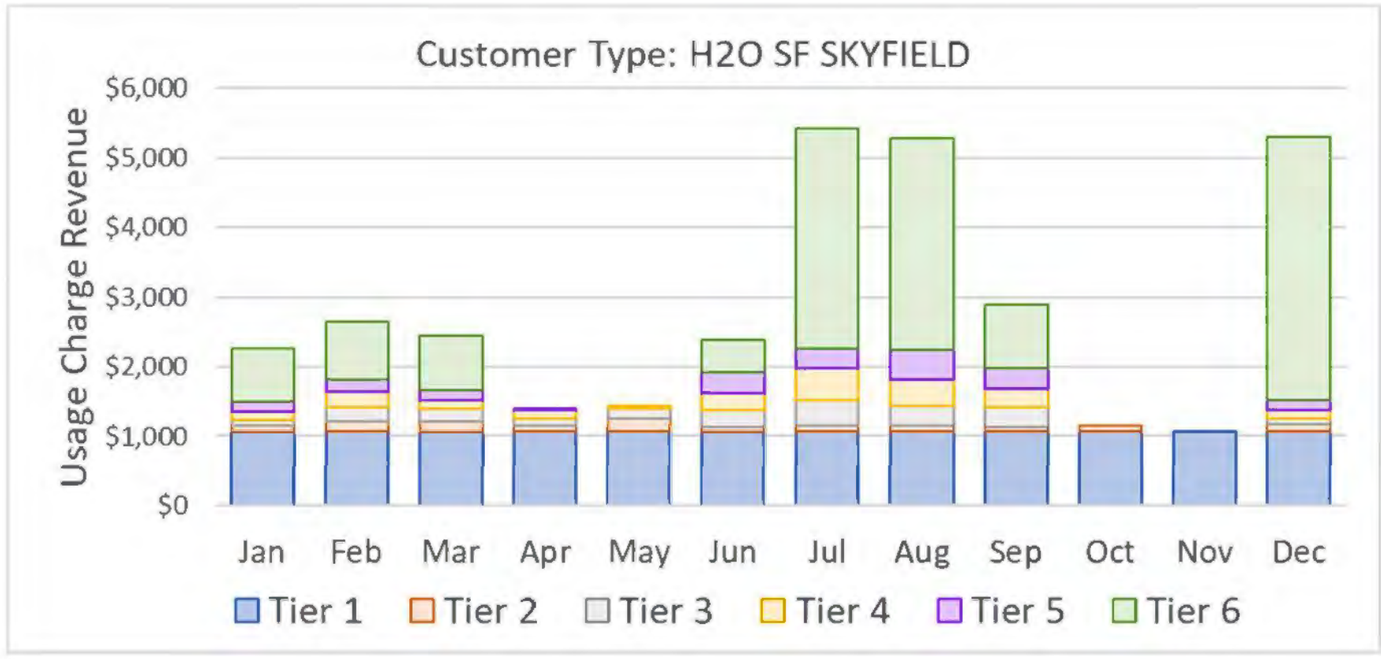




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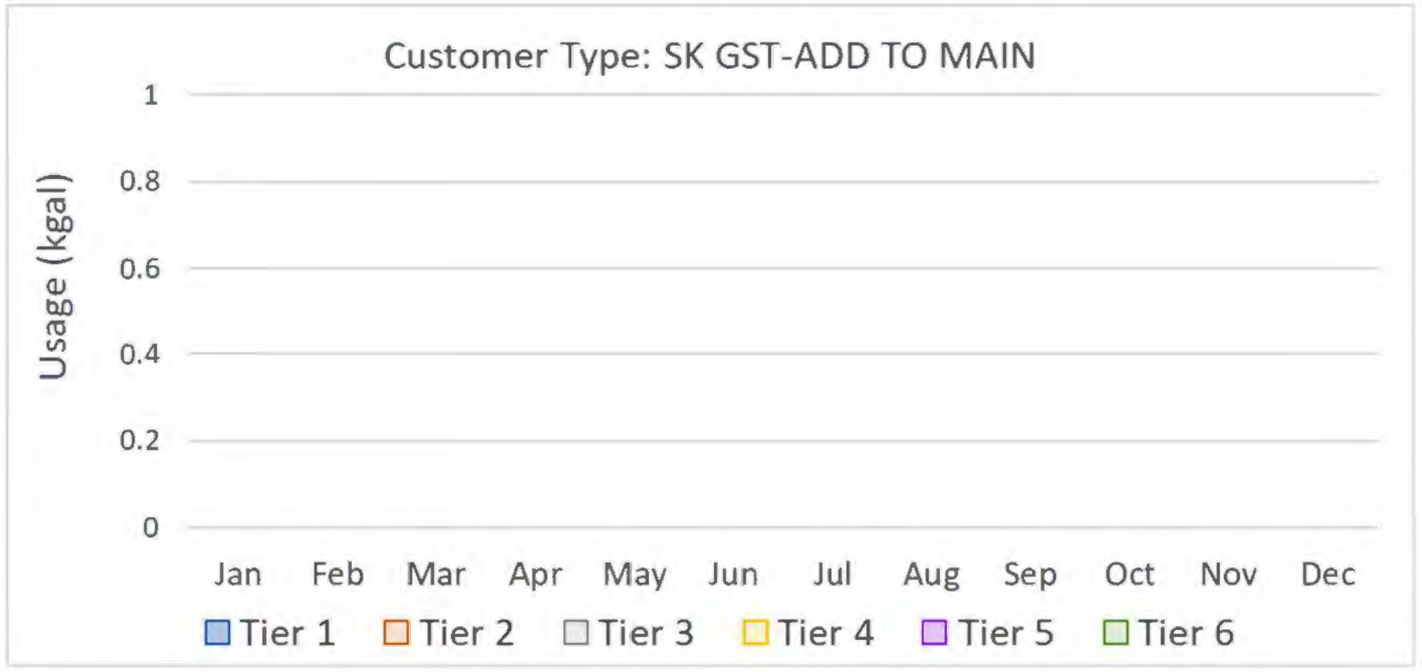
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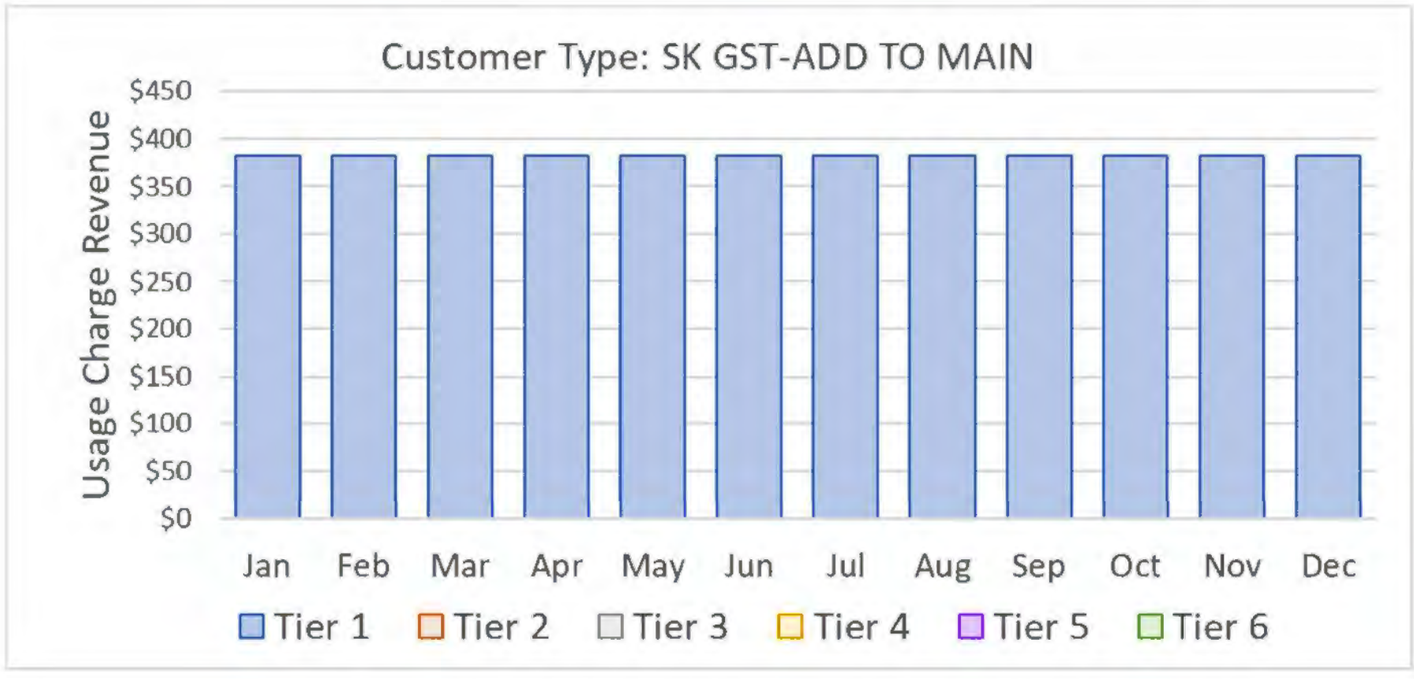




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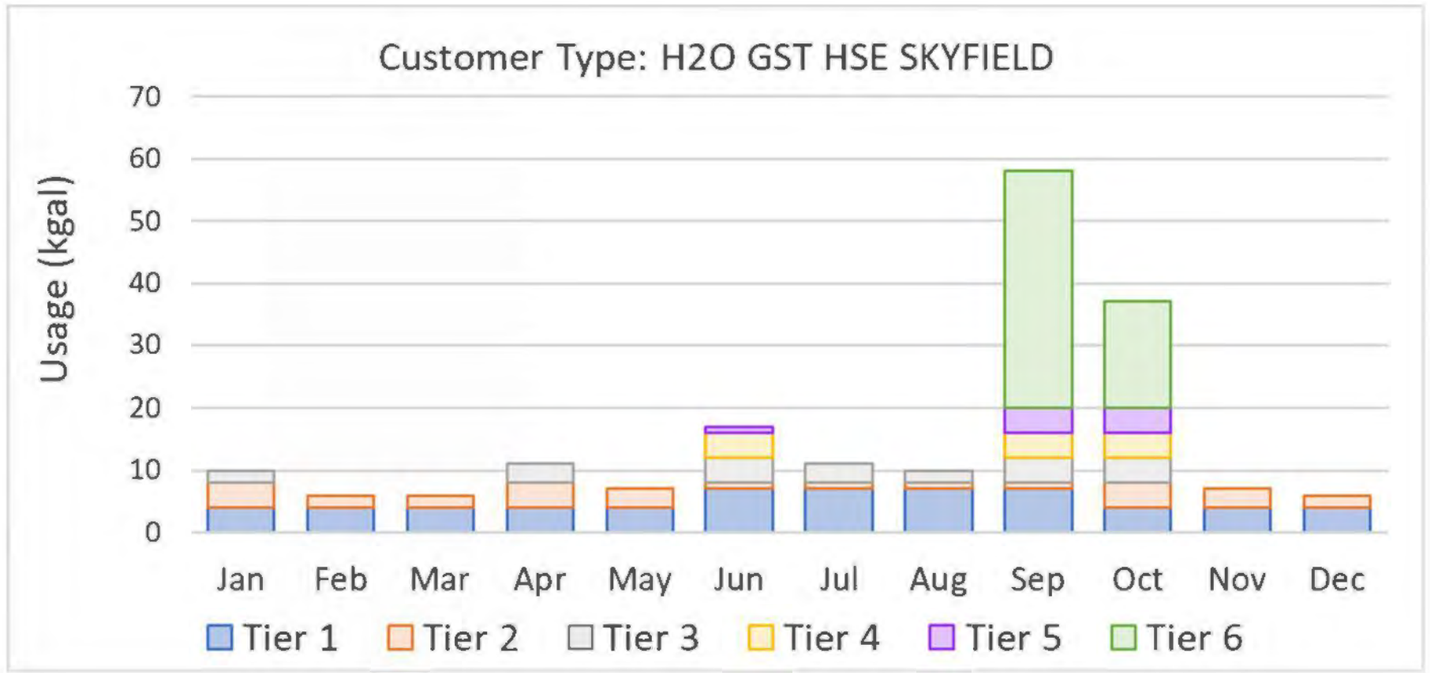
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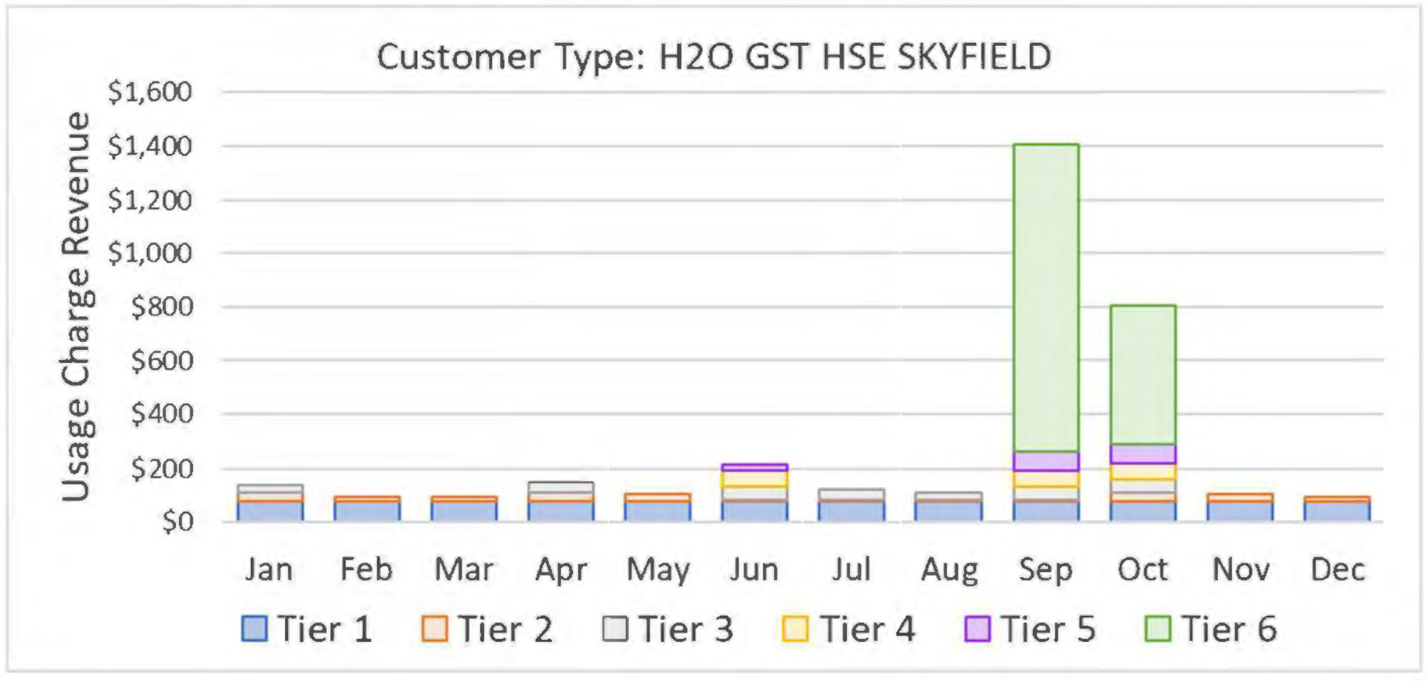




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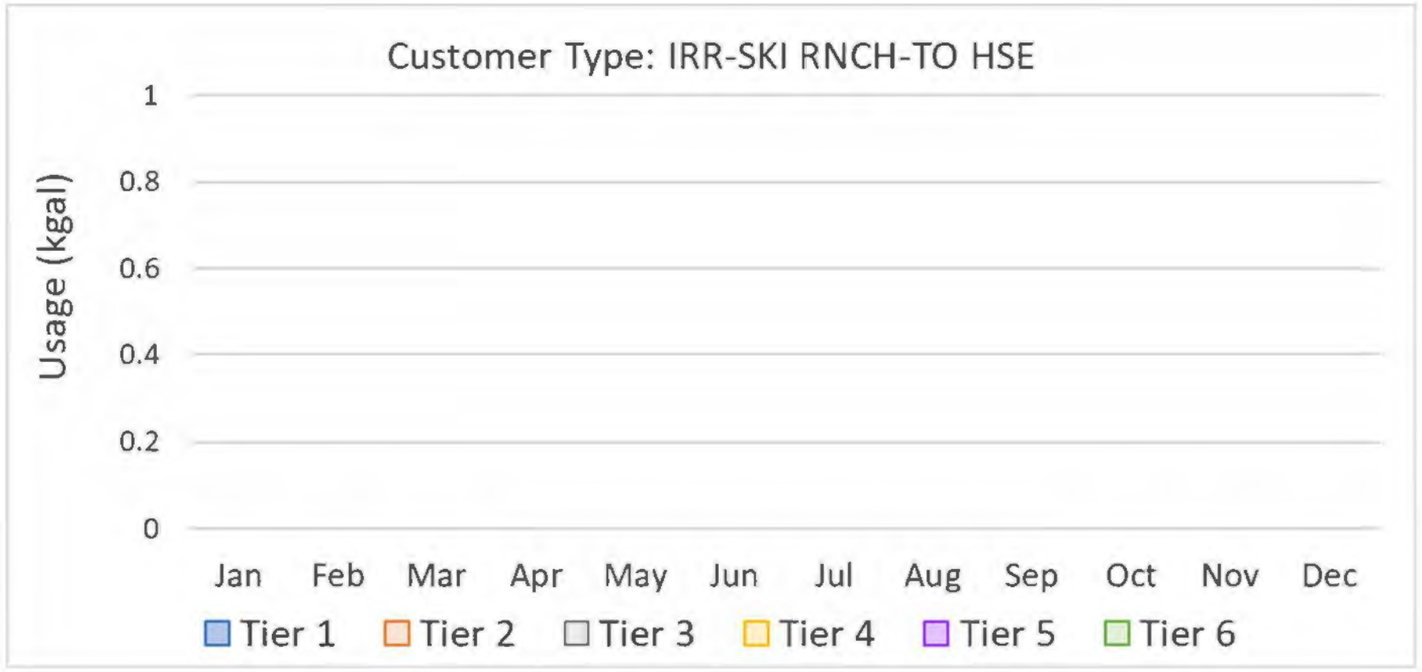
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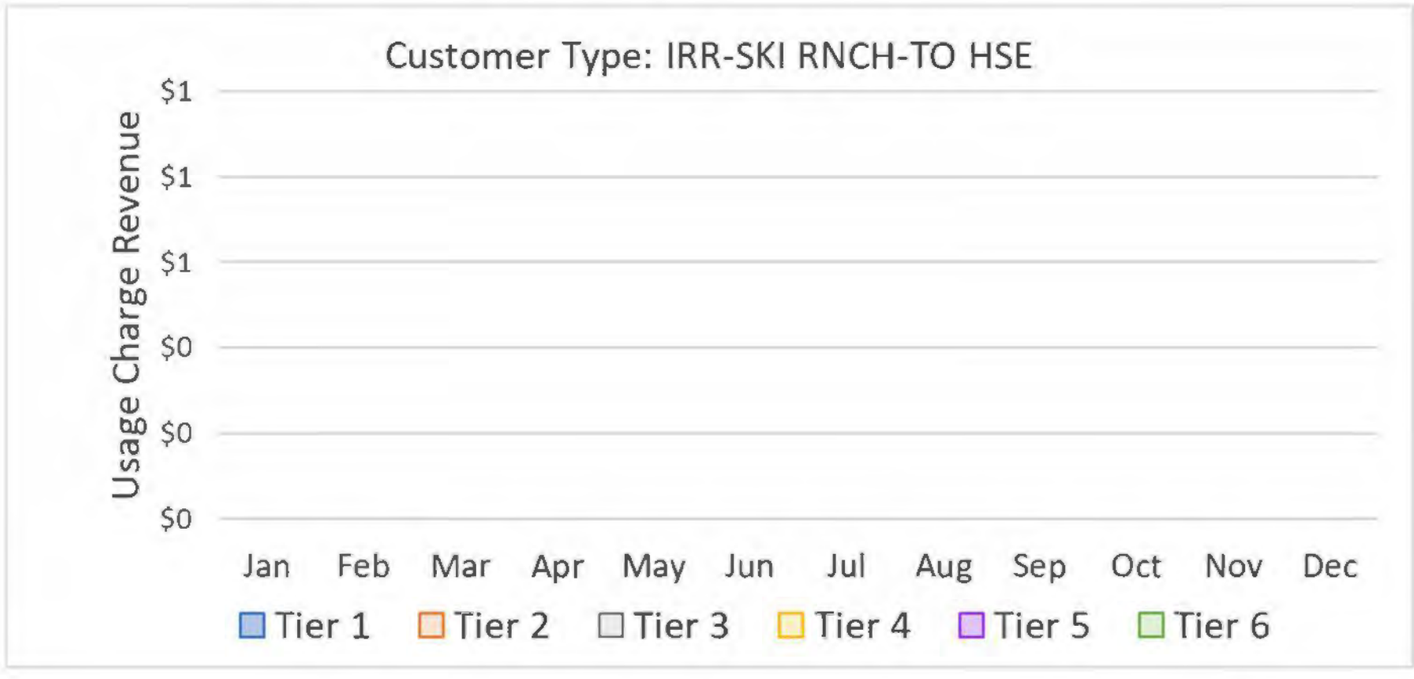




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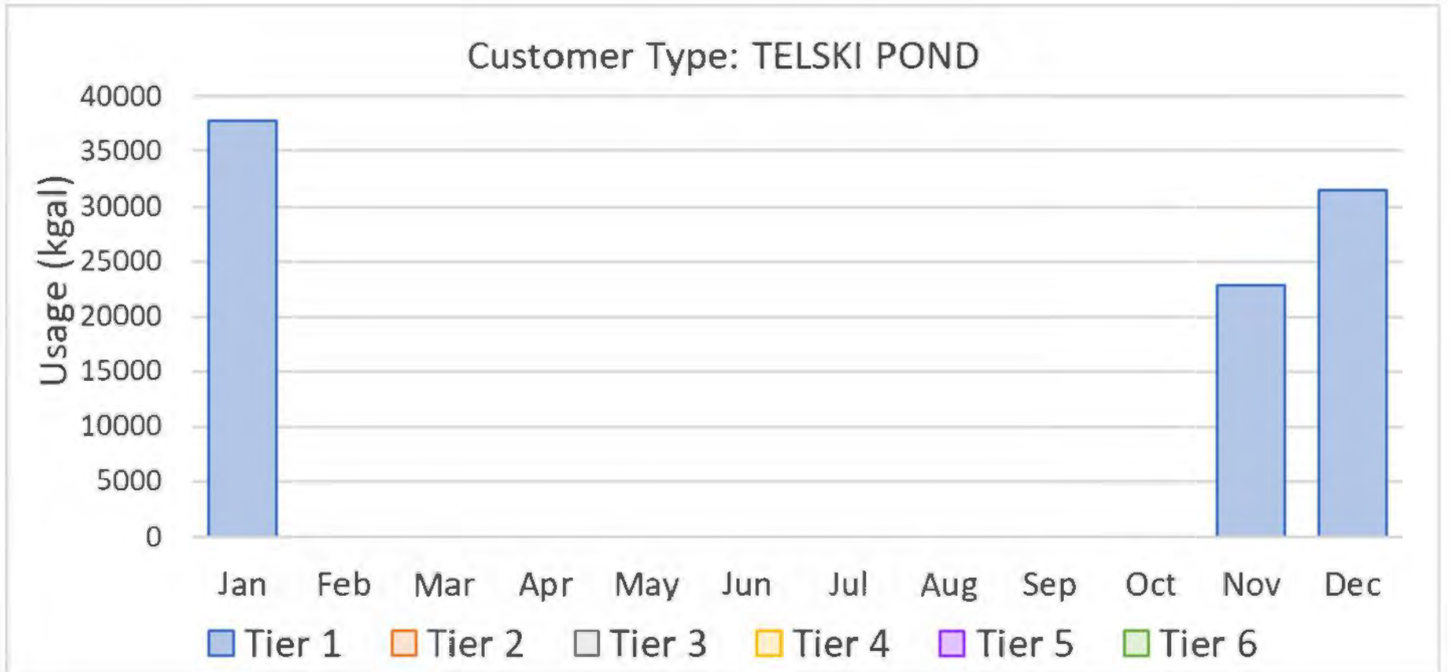
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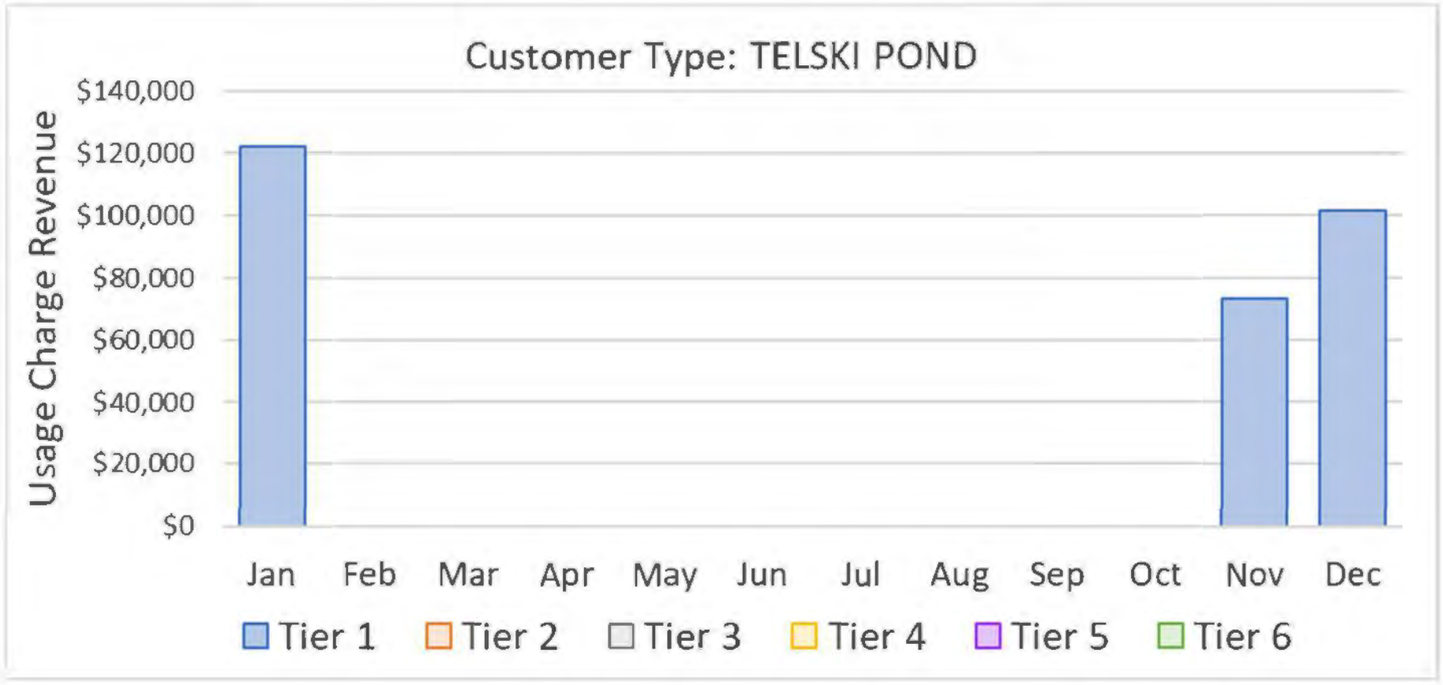




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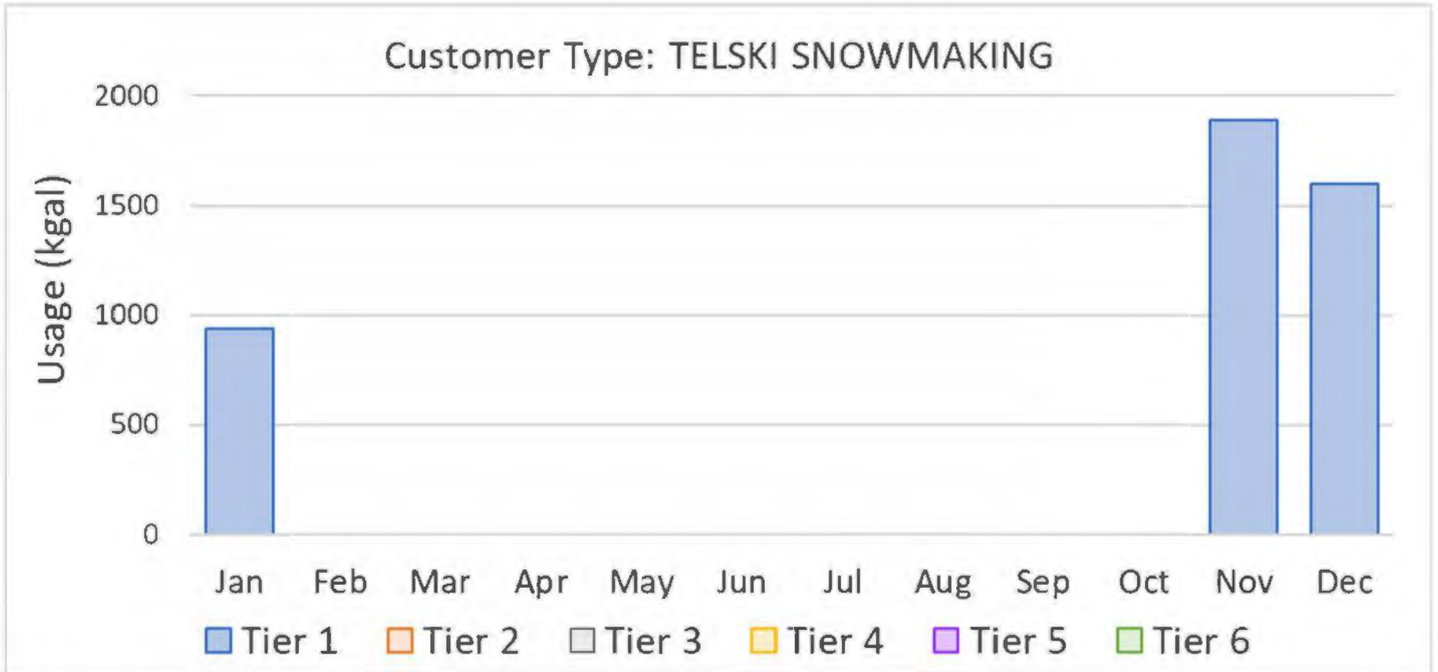
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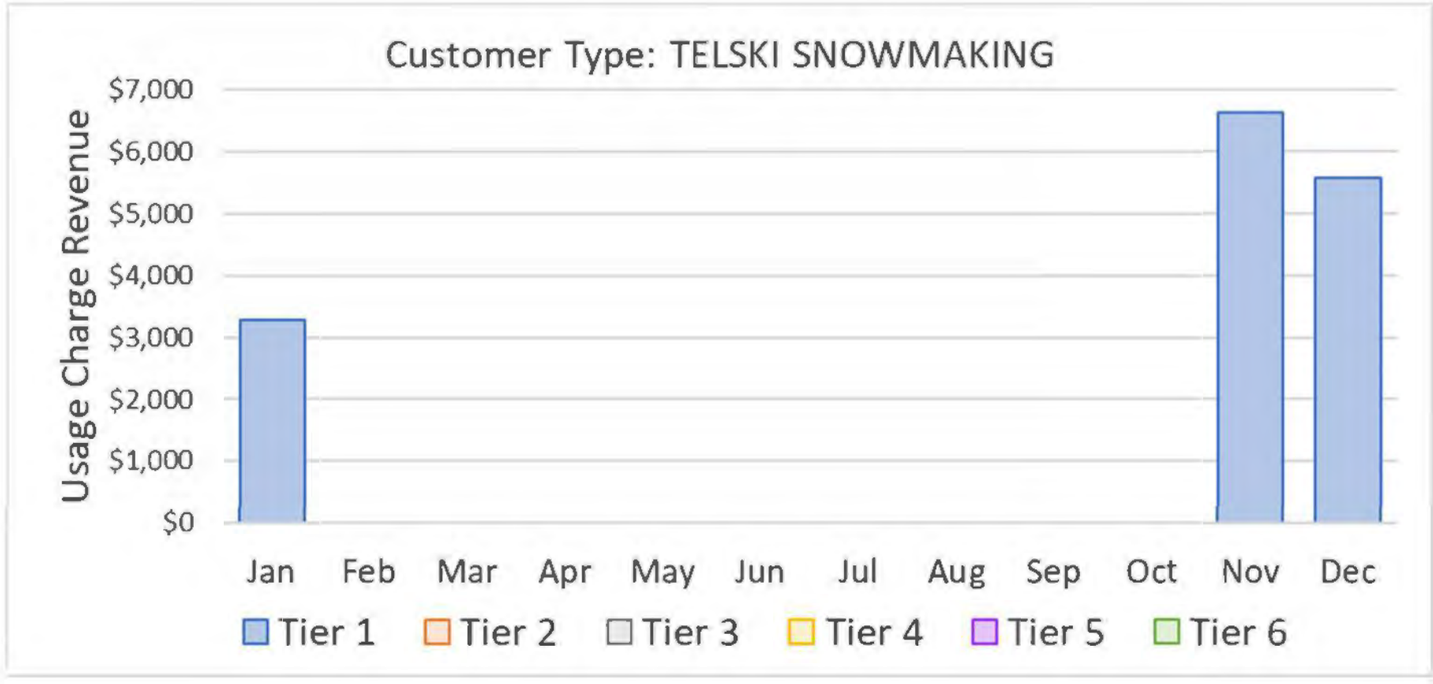




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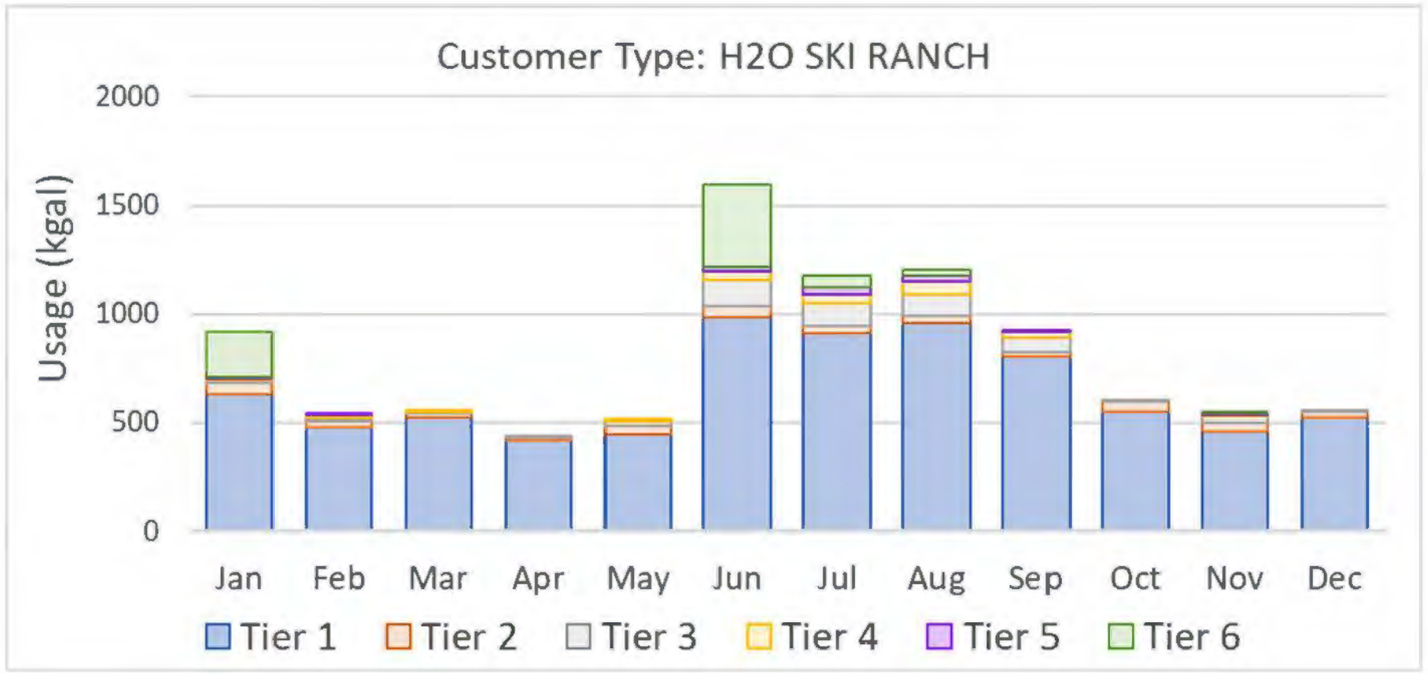
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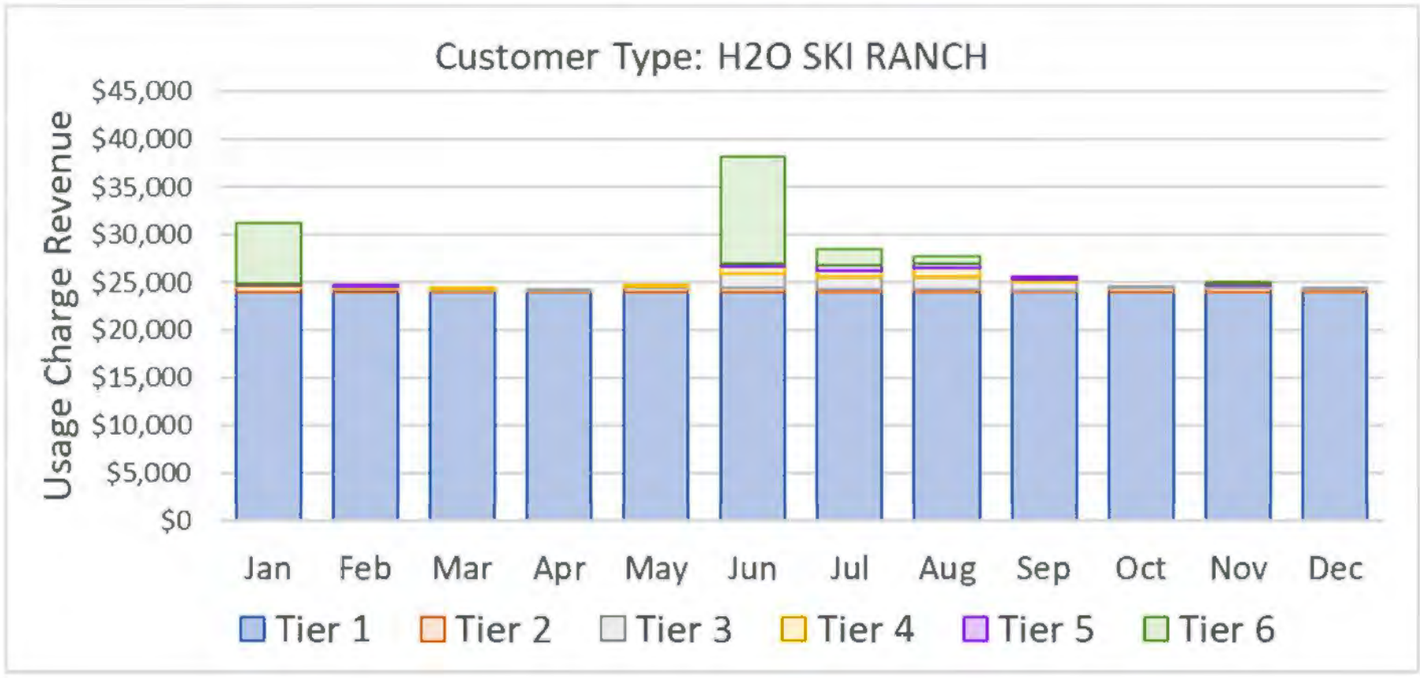




Town of Mountain Village Usage Summary

Appendix E





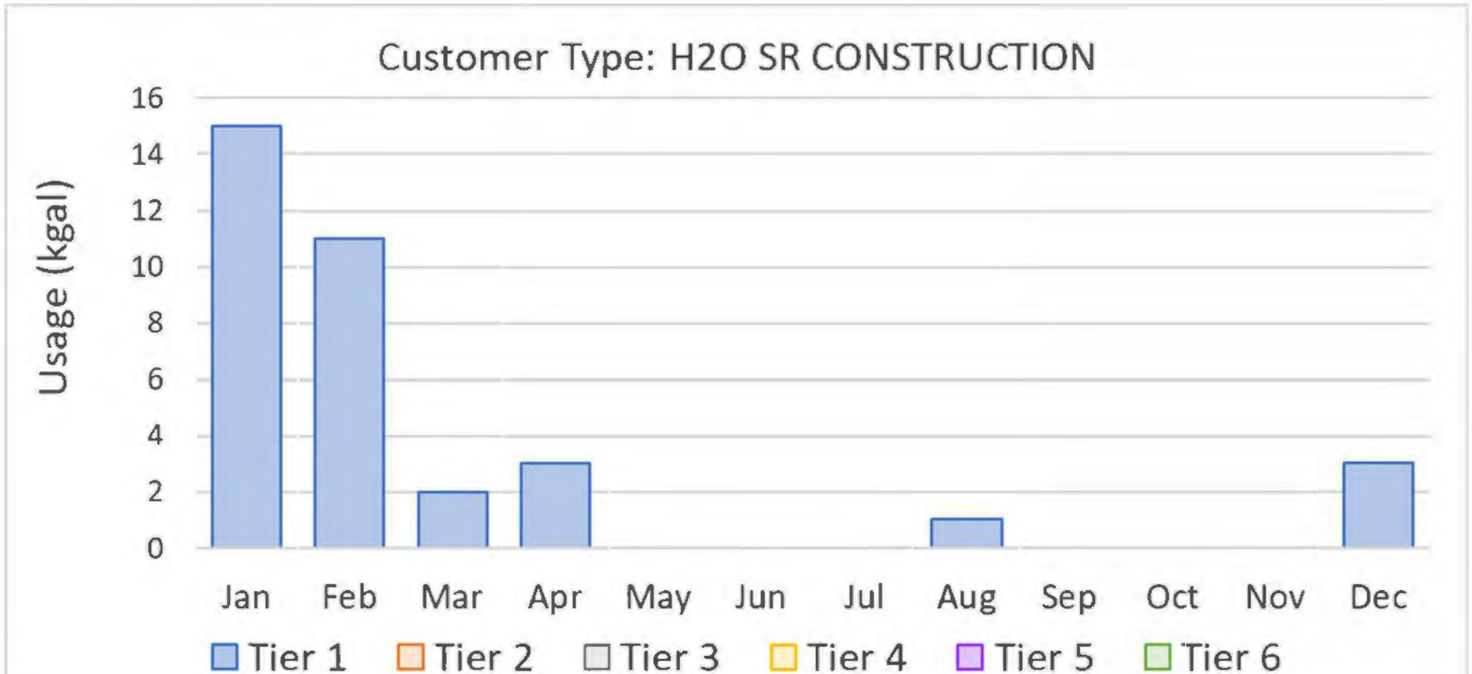
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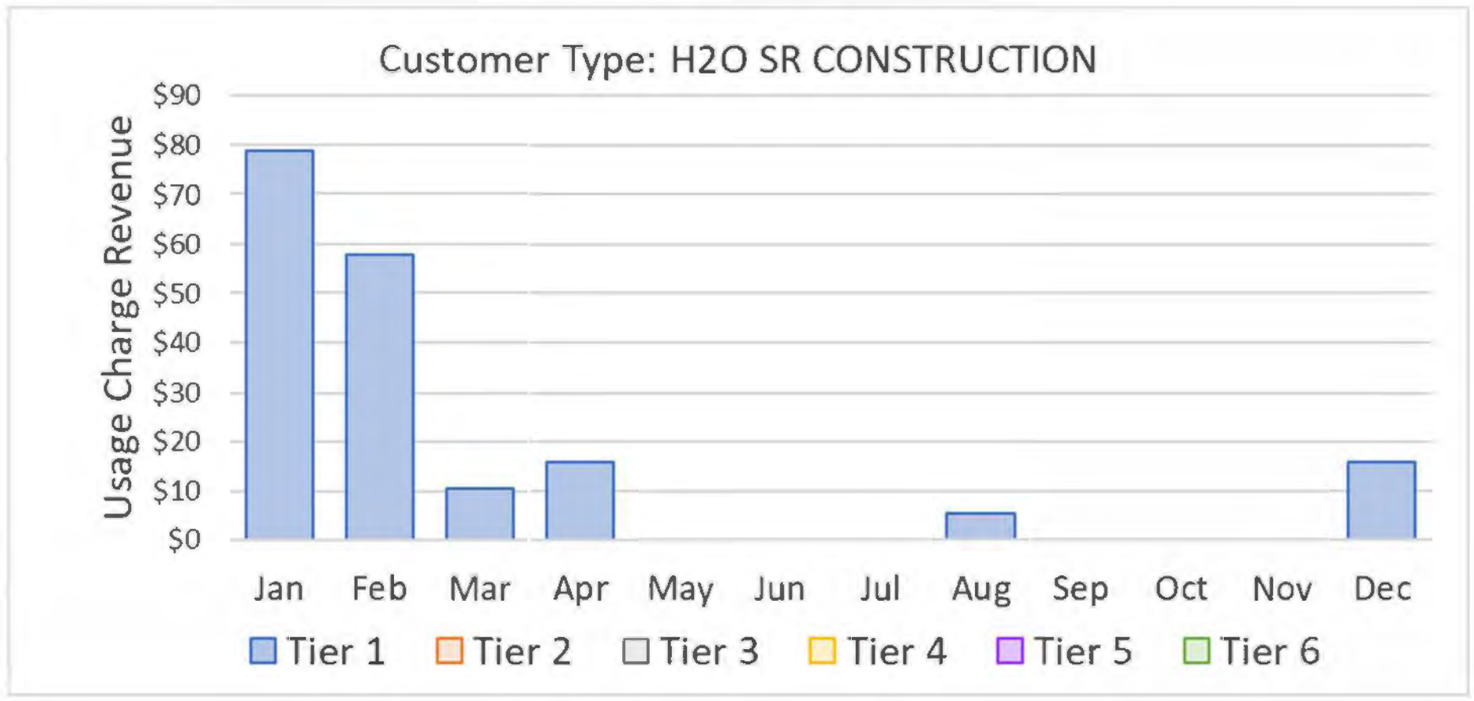
Appendix E



Town of Mountain Village Usage Summary

Appendix E





Attachment F

Town of Mountain Village Planned Capital Improvement Projects **Appendix F**

Capital Improvement Projects

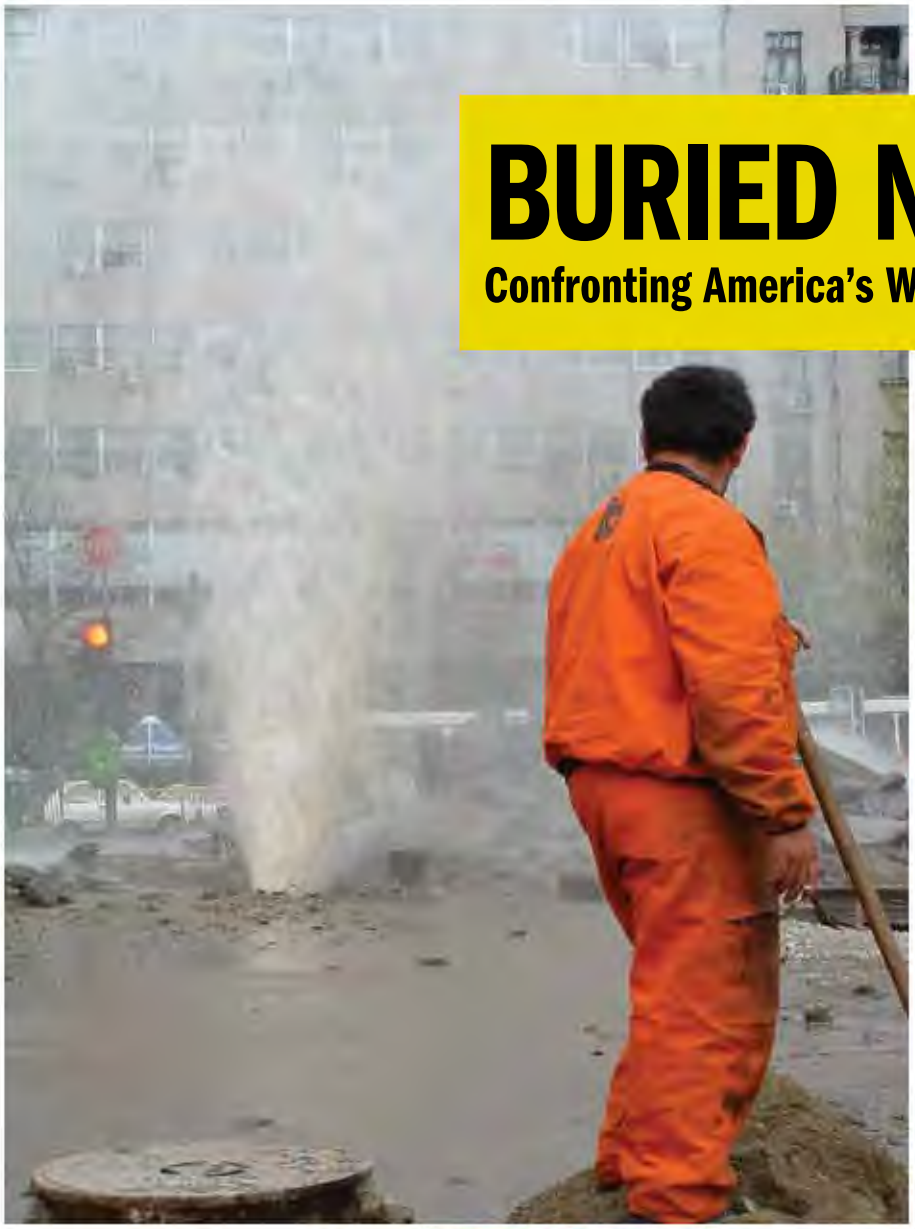
Project	Water or Wastewater Fund	Project Start (Jan of)	Project End (Dec of)	Estimated Total Project Cost (2023$)
Regional Sewer Capital	Wastewater	2023	2023	$3,786,318
SCADA Replacement - Equipment & New Server	Water	2023	2023	$139,500
SCADA Replacement - Equipment & New Server	Wastewater	2023	2023	$15,500
SCADA Replacement - Equipment	Water	2024	2026	$202,500
SCADA Replacement - Equipment	Wastewater	2024	2026	$22,500
Vehicles - Replace 2013 F250 Pickup	Water	2024	2024	$55,000
Vehicles	Water	2027	2027	$32,200
Vehicles	Water	2030	2030	$60,000
Miscellaneous FF&E - Well Turbo Meters	Water	2023	2024	$24,000
Meter Replacement / New Meters	Water	2023	2024	$1,500,000
Water Tank Painting	Water	2026	2026	$282,000
Water Tank Painting	Water	2031	2031	$500,000
Power Generator Well 30	Water	2028	2028	$300,000
San Miguel Pump - Booster Pump & Motor	Water	2025	2025	$350,000
San Miguel Pump	Water	2030	2030	$350,000
I&I Remediation	Wastewater	2024	2025	$1,000,000
			Total Water	**$3,795,200**
			Total Wastewater	**$4,824,318**

Water and Sewer Line Replacement Schedule

Water / Sewer Line Replacement Phase	Water or Wastewater Fund	Project Start (Jan of)	Project End (Dec of)	Estimated Total Annual Line Replacement Cost (2023$)
Waterline Replacement MV	Water	2029	2029	$365,800
Waterline Replacement MV	Water	2033	2033	$900,000
Sewerline Replacement	Wastewater	2025	2025	$75,000
Sewerline Replacement	Wastewater	2032	2032	$250,000
Sewerline Replacement	Wastewater	2033	2033	$190,000
Ski Ranches Capital	Water	2023	2033	$250,000
			Total Water	**$1,515,800**
			Total Wastewater	**$515,000**

Attachment C

AWWA 2010 Report



BURIED NO LONGER:

Confronting America's Water Infrastructure Challenge









American Water Works Association

The Authoritative Resource on Safe Water®



Acknowledgments

This report was developed by the American Water Works Association under the direction of its Water Utility Council, through Stratus Consulting in Boulder, Colorado. Significant portions of the analyses described in this report were initiated or developed by John Cromwell, who unfortunately passed away before this project was completed. John was a true visionary, a wonderful friend and colleague, and an ardent believer in promoting sound management of water system infrastructure. We hope this report does proper service to John's intent, integrity and passion. Special recognition is also due to Bob Raucher, who completed the work with great attention to detail, patience and outstanding professionalism.

Haydn Reynolds is the developer of the Nessie Model and managed all the empirical investigations in this report. His continued engagement in the development of this report has been exemplary, as has been his willingness to address the many questions involved in the transition of the final report preparation from John Cromwell to Bob Raucher and others at Stratus Consulting. Finally, but not least, a number of AWWA utility members did significant work on this project, including Dave Rager (who chairs the Water Utility Council), Mike Hooker (who was WUC chair when the report was initiated), Aurel Arndt (who chairs the advisory work group on this project), and Joe Bella, John Sullivan, Richard Talley, Robert Walters, and Dave Weihrauch, all of whom made significant contributions as members of the advisory work group.

Project Funding

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Introduction. A new kind of challenge is emerging in the United States, one that for many years was largely buried in our national consciousness. Now it can be buried no longer. Much of our drinking water infrastructure, the more than one million miles of pipes beneath our streets, is nearing the end of its useful life and approaching the age at which it needs to be replaced. Moreover, our shifting population brings significant growth to some areas of the country, requiring larger pipe networks to provide water service.



As documented in this report, restoring existing water systems as they reach the end of their useful lives and expanding them to serve a growing population will cost at least $1 trillion over the next 25 years, if we are to maintain current levels of water service. Delaying the investment can result in degrading water service, increasing water service disruptions, and increasing expenditures for emergency repairs. Ultimately we will have to face the need to "catch up" with past deferred investments, and the more we delay the harder the job will be when the day of reckoning comes.

In the years ahead, all of us who pay for water service will absorb the cost of this investment, primarily through higher water bills. The amounts will vary depending on community size and geographic region, but in some communities these infrastructure costs alone could triple the size of a typical family's water bills. Other communities will need to collect significant "impact" or development fees to meet the needs of a growing population. Numerous communities will need to invest for replacement **and** raise funds to accommodate growth at the same time. Investments that may be required to meet new standards for drinking water quality will add even more to the bill.

Although the challenge to our water infrastructure has been less visible than other infrastructure concerns, it's no less important. Our water treatment and delivery systems provide public health protection, fire protection, economic prosperity and the high quality of life we enjoy. Yet most Americans pay less than $3.75 for every 1,000 gallons of safe water delivered to their taps.

This report demonstrates that as a nation, we need to bring the conversation about water infrastructure above ground. Deferring needed investments today will only result in greater expenses tomorrow and pass on a greater burden to our children and grandchildren. It's time to confront America's water infrastructure challenge.

The Era of Infrastructure Replacement. More than a decade ago the American Water Works Association (AWWA) announced that a new era was dawning: the replacement era, in which our nation would need to begin rebuilding the water and wastewater systems bequeathed to us by earlier generations. Our seminal report—*Dawn of the Replacement Era*—demonstrated that significant investments will be required in coming decades if we are to maintain the water and wastewater systems that are so essential to our way of life.

The *Dawn* report examined 20 water systems, using a relatively new technique to build what came to be called a "Nessie Curve" for each system. The Nessie Curve, so called because the graph follows an outline that someone likened to a silhouette of the Loch Ness Monster, revealed that each of the 20 water systems faced unprecedented needs to rebuild its underground water infrastructure—its pipe network. For each system, the future investment was an "echo" of the demographic history of the community, reflecting succeeding generations of pipe that were laid down as the community grew over many years. Most of those generations of pipe were shown to be coming to an end of their useful service lives in a relatively compressed period. Like the pipes themselves, the need for this massive investment was mostly buried and out of sight. But it threatens our future if we don't elevate it and begin to take action now.

The present report was undertaken to extend the *Dawn r*eport beyond those 20 original cities and encompass the entire United States. The results are startling. They confirm what every water utility professional knows: we face the need for massive reinvestment in our water infrastructure over the coming decades. The pipe networks that were largely built and paid for by earlier generations—and passed down to us as an inheritance—last a long time, but they are not immortal. The nation's drinking water infrastructure—especially the underground pipes that deliver safe water to America's homes and businesses—is aging and in need of significant reinvestment. Like many of the roads, bridges, and other public assets on which the country relies, most of our buried drinking water infrastructure was built 50 or more years ago, in the post-World War II era of rapid demographic change and economic growth. In some older urban areas, many water mains have been in the ground for a century or longer.



Given its age, it comes as no surprise that a large proportion of US water infrastructure is approaching, or has already reached, the end of its useful life. The need to rebuild these pipe networks must come on top of other water investment needs, such as the need to replace water treatment plants and storage tanks, and investments needed to comply with standards for drinking water quality. They also come on top of wastewater and stormwater investment needs which—judging from the US Environmental Protection Agency's (USEPA) most recent "gap analysis"—are likely to be as large as drinking water needs over the coming decades. Moreover, both water and wastewater infrastructure needs come on top of the other vital community infrastructures, such as streets, schools, etc.

Prudent planning for infrastructure renewal requires credible, analysis-based estimates of where, when, and how much pipe replacement or expansion for growth is required. This report summarizes a comprehensive and robust national-level analysis of the cost, timing, and location of the investments necessary to renew water mains over the coming decades. It also examines the additional pipe investments we can anticipate to meet projected population growth, regional population shifts, and service area growth through 2050.

This analysis is based on the insight that there will be "demographic echoes" in which waves of reinvestment are driven by a combination of the original patterns of pipe investment, the pipe materials used, and local operating environments. The report examines the reinvestment demands implied by these factors, along with population trends, in order to estimate needs for pipe replacement and concurrent investment demands to accommodate population growth.



Although this report does not substitute for a careful and detailed analysis at the utility level as a means of informing local decisions, it constitutes the most thorough and comprehensive analysis ever undertaken of the nation's drinking water infrastructure renewal needs. The keys to our analysis include the following:

1. Understanding the original timing of water system development in the United States.
2. Understanding the various materials from which pipes were made, and where and when the pipes of each material were likely to have been installed in various sizes.
3. Understanding the life expectancy of the various types and sizes of pipe ("pipe cohorts") in actual operating environments.
4. Understanding the replacement costs for each type and size of pipe.
5. Developing a probability distribution for the "wear-out" of each pipe cohort.

Methodology

For this report, we differentiated across four water system size categories*:

- Very small systems (serving fewer than 3,300 people, representing 84.5% of community water systems).
- Small systems (3,300 to 9,999 served, representing 8.5% of community water systems).
- Medium-size systems (10,000 to 49,999 served, representing over 5.5% of systems). And,
- Large systems (serving more than 50,000 people, representing 1.5% of community water systems).

** Note that the water system size categories used in this analysis are not identical to the size categories USEPA uses for regulatory purposes. Note also that although data were analyzed based on these four size categories, some of the graphs that accompany this report combine medium-size and small systems. This is done for simplicity in the visual presentation, when the particular dynamics being represented are closely similar for medium-size and small systems.*

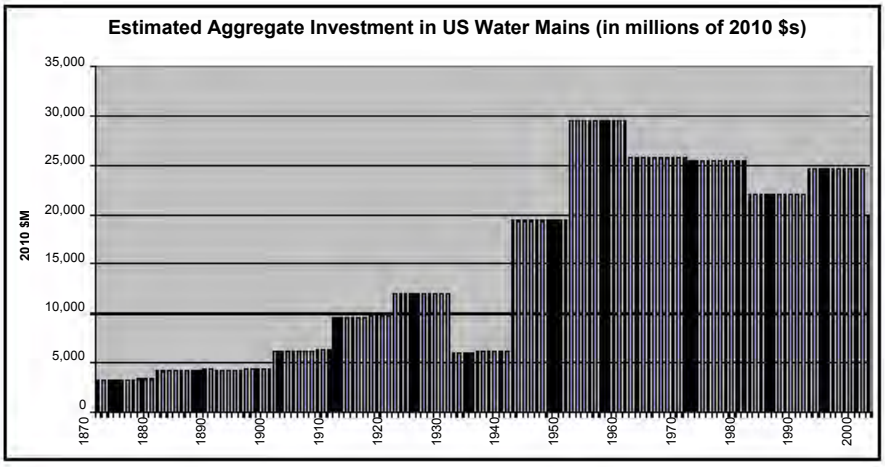
Next, we divided the country into four regions (Northeast, Midwest, South, and West), as shown in Figure 1. These regions are not equal in population, but they roughly share certain similarities, including their population dynamics and the

Figure 1: Regions Used in This Report



historical patterns of pipe installation driven by those dynamics. Data published by USEPA, the water industry, and the US Census Bureau were tapped to obtain a solid basis for regional pipe installation profiles by system size and pipe diameter. The US Census Bureau has produced a number of retrospective studies of the changes in urban and rural circumstances between 1900 and 2000 that proved especially useful in this analysis. The report also used the AWWA Water/Stats database, the USEPA Community Water Supply Survey, and data from the 2002 Public Works Infrastructure Survey (PWIS) as essential inputs in the analysis.

Figure 2: Historic Investment Profile for All US Water Systems, 1850-2000



In addition, we conducted a limited survey of professionals in the field concerning pipe replacement issues and other relevant "professional knowledge." The national aggregate for the original investment in all types and sizes of pipes is shown in Figure 2, while Figure 3 shows the aggregate current replacement value of water pipes by pipe material and utility size, totaling over $2.1 trillion.

Figure 3: Aggregate Replacement Value of Water Pipes by Pipe Material and Utility Size (millions 2010 $s)

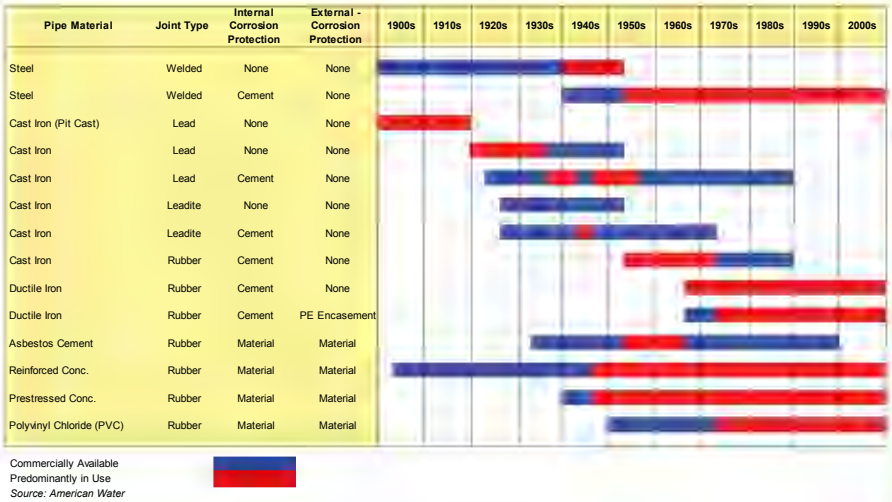
Region	CI	CICL	DI	AC	PV	Steel	PCCP	TOTAL
Northeast Large	48,958	8,995	5,050	2,308	1,875	335	0	67,522
Northeast Medium & Small	66,357	61,755	28,777	26,007	16,084	5,533	6,899	211,411
Northeast Very Small	14,491	15,992	10,661	7,281	7,937	329	462	57,152
Midwest Large	37,413	9,151	3,077	2,504	1,098	784	512	54,539
Midwest Medium & Small	74,654	92,106	51,577	37,248	30,506	8,682	11,152	305,925
Midwest Very Small	37,597	28,943	25,464	12,428	19,720	601	828	125,581
Southeast Large	30,425	28,980	29,569	21,229	14,936	9,337	7,227	141,703
South Medium & Small	54,772	98,608	140,079	103,659	102,804	21,394	17,160	538,475
South Very Small	43,183	24,998	49,791	34,529	47,823	1,461	1,244	203,028
West Large	15,448	16,055	28,949	14,774	14,723	7,443	6,215	103,607
West Medium & Small	15,775	50,145	70,355	50,541	48,885	12,276	9,806	257,782
West Very Small	16,344	11,199	17,910	13,166	17,245	545	453	76,862
Total	455,416	446,927	461,258	325,674	323,637	68,719	61,957	2,143,589

CI: cast iron; CICL: cast iron cement lined; DI: ductile iron; AC: asbestos cement; PV: polyvinyl chloride; PCCP: prestressed concrete cylinder pipe

Finally, we used historical data on the production and use of seven major types of pipe with 14 total variations (Figure 4) to estimate what kinds of pipe were installed in water systems in particular years. This was validated by field checking with a sample of water utilities as well as checking against the original Nessie analysis. Together these steps resulted in the development of 16 separate inventories (four regions with four utility sizes in each region), with seven types of pipe in each inventory, *thus providing the most comprehensive picture of the nation's water pipe inventory ever assembled.* Note that in some of the report's graphs, "long-" and "short-lived" versions of certain pipe materials are combined, for purposes of visual simplicity in the presentation.

In order to consider growth, it was also necessary to examine population trends across rural, suburban, and urban settings over the past century. US Census Bureau

Figure 4: Historic Production and Use of Water Pipe by Material







projections of demographic trends allowed the development of infrastructure need profiles for growth through 2050 in each of the regions and utility size categories (for the latter purpose, city size was used as a proxy for utility size).

The study generally assumes that utilities continue efforts to manage the number of main breaks that occur per mile of pipe rather than absorb increases in pipe failures. That is, the study assumes utilities will strive to maintain current levels of service rather than allow increasing water service outages. We assume that each utility's objective is to make these investments at the optimal time for maintaining current service levels and to avoid replacing pipes while the repairs are still cost-effective. Ideally, pipe replacement occurs at the end of a pipe's "useful life"; that is, the point in time when replacement or rehabilitation becomes less expensive in going forward than the costs of numerous unscheduled breaks and associated emergency repairs.

With this data in hand and using the assumptions above, we projected the "typical" useful service life of the pipes in our inventory using the "Nessie Model"™. The model embodies pipe failure probability distributions based on many utilities' current operating experiences, coupled with insights from extensive research and professional experiences with typical pipe conditions at different ages and sizes, according to pipe material. The analysis used seven different types of pipe in three diameters and addressed pipe inventories dating back to 1870. Estimated typical service lives of pipes are

Figure 5: Average Estimated Service Lives by Pipe Materials (average years of service)

Derived Current Service Lives (Years)	CI	CICL (LSL)	CICL (SSL)	DI (LSL)	DI (SSL)	AC (LSL)	AC (SSL)	PVC	Steel	Conc & PCCP
Northeast Large	130	120	100	110	50	80	80	100	100	100
Midwest Large	125	120	85	110	50	100	85	55	80	105
South Large	110	100	100	105	55	100	80	55	70	105
West Large	115	100	75	110	60	105	75	70	95	75
Northeast Medium & Small	115	120	100	110	55	100	85	100	100	100
Midwest Medium & Small	125	120	85	110	50	70	70	55	80	105
South Medium & Small	105	100	100	105	55	100	80	55	70	105
West Medium & Small	105	100	75	110	60	105	75	70	95	75
Northeast Very Small	115	120	100	120	60	100	85	100	100	100
Midwest Very Small	135	120	85	110	60	80	75	55	80	105
South Very Small	130	110	100	105	55	100	80	55	70	105
West Very Small	130	100	75	110	60	105	65	70	95	75

LSL indicates a relatively long service life for the material resulting from some combination of benign ground conditions and evolved laying practices etc.
SSL indicates a relatively short service life for the material resulting from some combination of harsh ground conditions and early laying practices, etc.

Figure 6: Aggregate Needs for Investment in Water Mains Through 2035 and 2050, by Region

2011-2035 Totals			
(2010 $M)	**Replacement**	**Growth**	**Total**
Northeast	$92,218	$16,525	$108,744
Midwest	$146,997	$25,222	$172,219
South	$204,357	$302,782	$507,139
West	$82,866	$153,756	$236,622
Total	**$526,438**	**$498,285**	**$1,024,724**

2011-2050 Totals			
(2010 $M)	**Replacement**	**Growth**	**Total**
Northeast	$155,101	$23,200	$178,301
Midwest	$242,487	$36,755	$279,242
South	$394,219	$492,493	$886,712
West	$159,476	$249,794	$409,270
Total	**$951,283**	**$802,242**	**$1,753,525**

reflected in Figure 5. Note that the *actual* lives of pipes may be quite different in a given utility. Because pipe life depends on many important local variables as well as upon utility practices, predicting the actual life expectancy of any given pipe is outside the scope of this study. Many utilities will have pipes that last much longer than these values suggest while others will have pipes that begin to fail sooner. However, these values have been validated as national "averages" by comparing them to actual field experience in a number of utilities throughout the country. The model also includes estimates of the indicative costs to replace each size category of pipe, as well as the cost to repair the projected number of pipe breaks over time according to pipe size.



The analysis of pipe replacement needs is compiled in the Nessie Model by combining the demographically based pipe inventories with the projected effective service lifetimes for each pipe type. This yields an estimate of how much pipe of each size in each region must be replaced in each of the coming 40 years. Factoring in the typical cost to replace these pipes, we derive an estimate of the total investment cost for each future year. The model then derives a series of graphs (the Nessie curves) that depict the amount of spending required in each future year to replace each of the different pipe types by utility size and region. Aggregating this information, we derived the dollar value of total drinking water infrastructure replacement needs over the coming 25 and 40 years for each utility size category per region, and for the United States.

Key Findings

1. The Needs Are Large. *Investment needs for buried drinking water infrastructure total more than $1 trillion nationwide over the next 25 years,* assuming pipes are replaced at the end of their service lives and systems are expanded to serve growing populations. Delaying this investment could mean either increasing rates of pipe breakage and deteriorating water service, or suboptimal use of utility funds, such as paying more to repair broken pipes than the long-term cost of replacing them. Nationally, the need is close to evenly divided between replacement due to wear-out and needs generated by demographic changes (growth and migration).

Over the coming 40-year period, *through 2050, these needs exceed $1.7 trillion.* Replacement needs account for about 54% of the national total, with about 46% attributable to population growth and migration over that period.

Figure 6 (previous page) shows aggregate needs for investment in water mains through 2050, due to wear-out and population growth.

2. Household Water Bills Will Go Up. Important caveats are necessary here, because there are many ways that the increased investment in water infrastructure can be allocated among customers. Variables include rate structures, how the investment is financed, and other important local factors. But the level of investment required to replace worn-out pipes and maintain current levels of water service *in the most affected communities could in some cases triple household water bills.* This projection assumes the costs are spread evenly across the population in a "pay-as-you-go" approach (See "The Costs Keep Coming" below). Figures 7 and 8 illustrate the increasing cost of water that can be expected by households for replacement, and for replacement plus growth, respectively. The utility categories shown in these figures are presented to depict a range of household cost impacts, from the least-to-the-most affected utilities.

Figure 7: Costs per Household for Water Main Replacement by Utility Size and Region

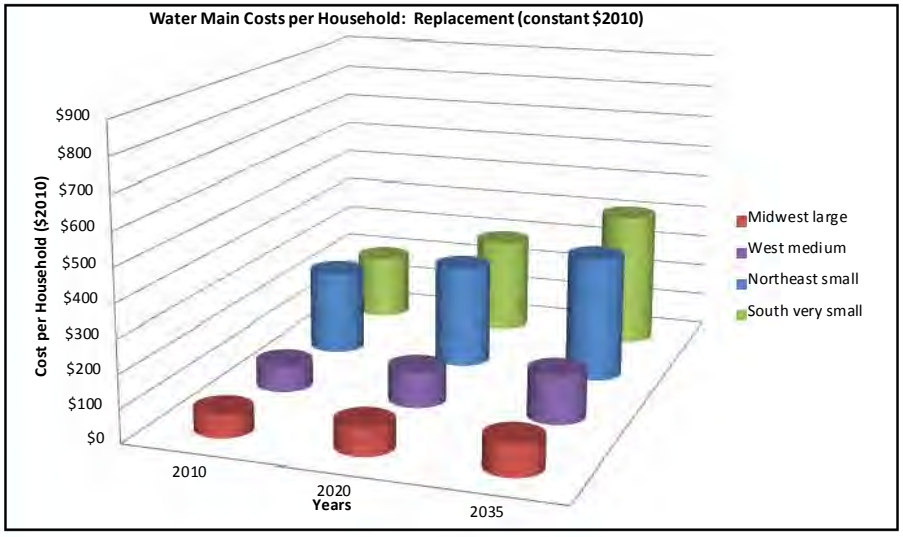
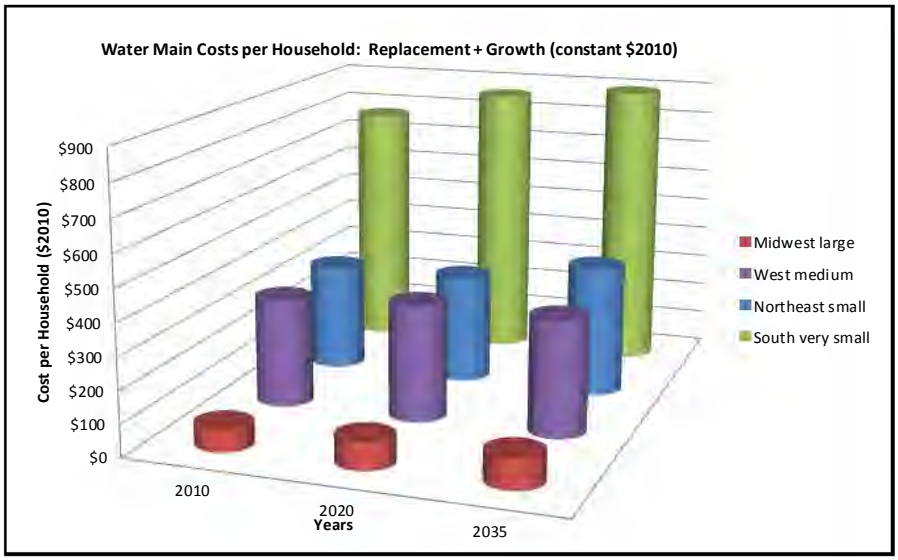


Figure 8: Costs per Household for Water Main Replacement Plus Growth

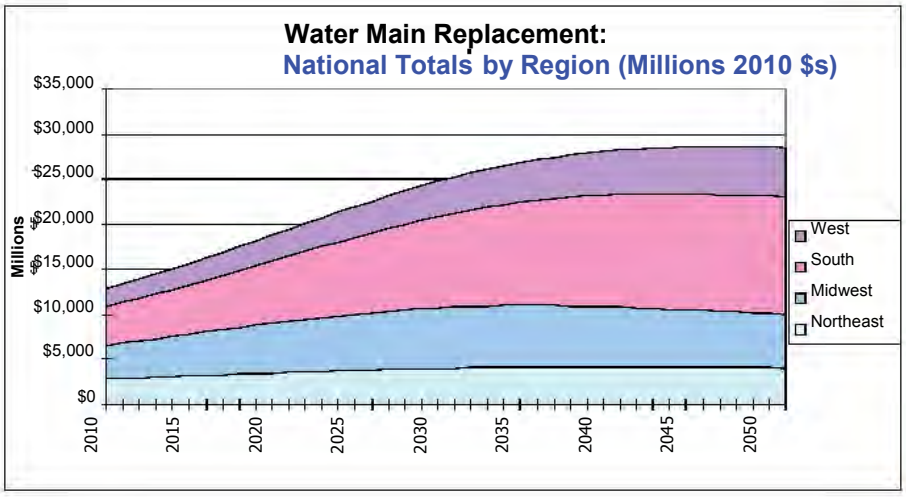


With respect to the cost of growth, other caveats are important. Many communities expect growth to pay or help pay for itself through developer fees, impact fees, or similar charges. In such communities, established residents will not be required to shoulder the cost of population growth to the extent that these fees recover those costs. *But regardless of how the costs of replacement and growth are allocated among builders, newcomers, or established residents, the total cost that must be borne by the community will still rise.*

3. There Are Important Regional Differences.

The growing national need affects different regions in different ways. In general, the South and the West will face the steepest investment challenges, with total needs accounting for considerably more than half the national total (see Figures 6 and 9). This is largely attributable to the fact that the population of these regions is growing rapidly. In contrast, in the Northeast and Midwest, growth is a relatively small component of the projected need. However, the population shifts away from these regions complicate the infrastructure challenge, as there are fewer remaining local customers across whom to spread the cost of renewing their infrastructure.

Figure 9: Water Main Replacement Costs per Region



This regional perspective reveals the inherent difficulty of managing infrastructure supply and demand. Although water pipes are fixed in place and long-lasting, the population that drives the demand for these assets is very mobile and dynamic. People move out of one community, leaving behind a pipe network of fixed size but with fewer customers to support it. They move into a new community, requiring that the water system there be expanded to serve the new customers.

4. There Are Important Differences Based on System Size.

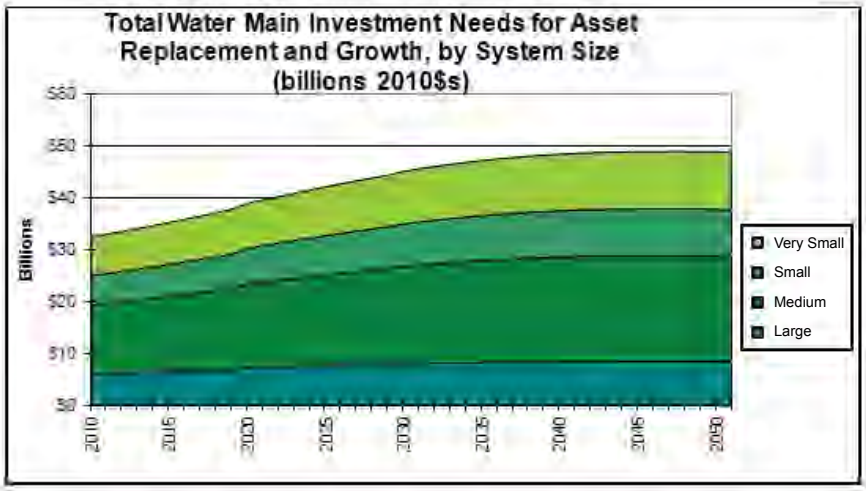
As with many other costs, *small communities may find a steeper challenge ahead on water infrastructure.* Small communities have fewer people, and those people are often more spread out, requiring more pipe "miles per customer" than larger systems. In the most affected small communities, the study suggests that a typical three-person household could see its drinking water bill increase by as much as $550 per year above current levels, simply to address infrastructure needs, depending as always on the caveats identified above.

In the largest water systems, costs can be spread over a large population base. Needed investments would be consistent with annual per household cost increases ranging from roughly $75 to more than $100 per year by the mid-2030s, assuming the expenses were spread across the population in the year they were incurred. Figure 10 illustrates the differing total costs of required investment by system size.



5. The Costs Keep Coming. The national-level investment we face will roughly double from about $13 billion a year in 2010 to almost $30 billion annually by the 2040s for replacement alone. If growth is included, needed investment must increase from a little over $30 billion today to nearly $50 billion over the same period. This level of investment must then be sustained for many years, if current levels of water service are to be maintained. *Many utilities will have to face these investment needs year after year, for at least several decades.* That is, by the time the last cohort of pipes analyzed in this study (predominantly the pipes laid between the late 1800s and 1960) has been replaced in, for example, 2050, it may soon thereafter be time to begin replacing the pipes laid after 1960, and so on. In that respect, these capital outlays are unlike those required to build a new treatment plant or storage tank, where the capital costs are incurred up front and aren't faced again for many years. Rather, infrastructure renewal investments are likely to be incurred each year over several decades. For that reason, *many utilities may choose to finance infrastructure replacement on a "pay-as-you-go" basis rather than through debt financing.*

Figure 10: Total Water Main Replacement and Growth Needs by System Size



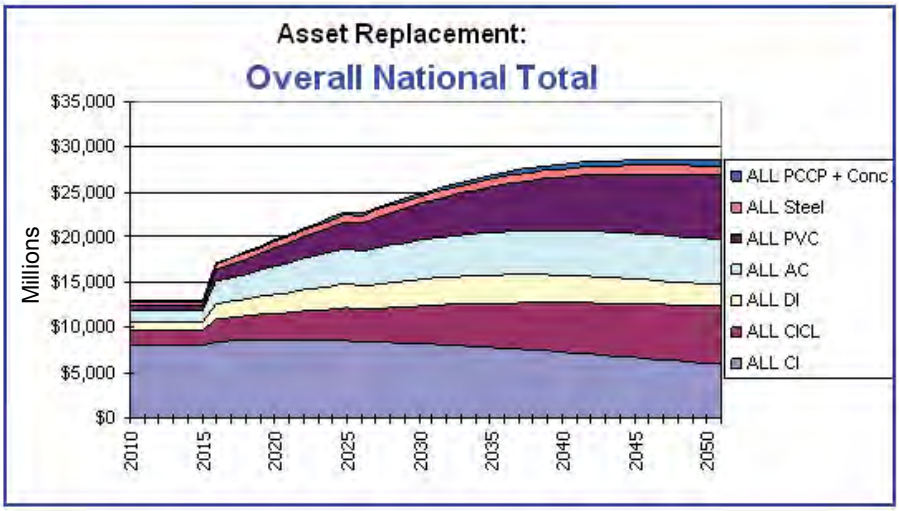
6. Postponing Investment Only Makes the Problem Worse.

Overlooking or postponing infrastructure renewal investments in the near term will only add to the scale of the challenge we face in the years to come. Postponing the investment steepens the slope of the investment curve that must ultimately be met, as shown in Figure 11 (next page). It also increases the odds of facing the high costs associated with water main breaks and other infrastructure failures. The good news is that *not all of the $1 trillion investment through 2035 must be made right now.* There is time to make suitable plans and implement policies that will help address the longer-term challenge. The bad news is that the required investment level is growing, as more pipes continue to age and reach the end of their effective service lives.

As daunting as the figures in this report are, the prospect of not making the necessary investment is even more chilling. Aging water mains are subject to more frequent breaks and other failures that can threaten public health and safety (such as compromising tap water quality and fire-fighting flows). Buried infrastructure failures also may impose significant damages (for example, through flooding and sinkholes), are costly to repair, disrupt businesses and residential communities, and waste precious water resources. These maladies weaken our economy and undermine our quality of life. As large as the cost of reinvestment may be, **not** undertaking it will be worse in the long run by almost any standard.

This suggests that a crucial responsibility for utility managers now and in the future is to develop the processes necessary to continually improve their understanding of the "replacement dynamics" of their own water systems. Those dynamics should be reflected in an Asset Management Plan (AMP) and, of course, in a long-term capital investment plan. The 2006 AWWA Report *Water Infrastructure at a Turning Point* includes a full discussion of this issue.

Figure 11: Effect of Deferring Investment Five Years with a Ten-Year Make-Up Period



Conclusion

Because pipe assets last a long time, water systems that were built in the latter part of the 19th century and throughout much of the 20th century have, for the most part, never experienced the need for pipe replacement on a large scale. The dawn of the era in which these assets will need to be replaced puts a growing financial stress on communities that will continually increase for decades to come. It adds large and hitherto unknown expenses to the more apparent above-ground spending required to meet regulatory standards and address other pressing needs.



It is important to reemphasize that there are significant differences in the timing and magnitude of the challenges facing different regions of the country and different sizes of water systems. But the investments we describe in this report are real, they are large, and they are coming.

The United States is reaching a crossroads and faces a difficult choice. We can incur the haphazard and growing costs of living with aging and failing drinking water infrastructure. Or, we can carefully prioritize and undertake drinking water infrastructure renewal investments to ensure that our water utilities can continue to reliably and cost-effectively support the public health, safety, and economic vitality of our communities. AWWA undertook this report to provide the best, most accurate information available about the scale and timing of these needed investments.

It is clear the era AWWA predicted a decade ago—the replacement era—has arrived. The issue of aging water infrastructure, which was buried for years, can be buried no longer. Ultimately, the cost of the renewal we face must come from local utility customers, through higher water rates. However, the magnitude of the cost and the associated affordability and other adverse impacts on



communities—as well as the varying degrees of impact to be felt across regions and across urban and rural areas—suggest that there is a key role for states and the federal government as well. In particular, states and the federal government can help with a careful and cost-effective program that lowers the cost of necessary investments to our communities, such as the creation of a credit support program—for example, AWWA's proposed Water Infrastructure Finance and Innovation Authority (WIFIA).

Finally, in many cases, difficult choices may need to be made between competing needs if water bills are to be kept affordable. Water utilities are willing to ask their customers to invest more, but it's important this investment be in things that bring the greatest actual benefit to the community. Only in that spirit can we achieve the goal to which we all aspire, the reliable provision of safe and affordable water to all Americans.

Additional Information and Resources.

A full and robust infrastructure analysis is an indispensable tool for decision making by water and wastewater utilities. This report does not substitute for such detailed local analysis for purposes of designing an infrastructure asset management program for individual utilities.

Additional information is available from AWWA concerning asset management. Particular attention should be given to the WITAF reports *Dawn of the Replacement Era, Avoiding Rate Shock, Thinking Outside the Bill* and *Water Infrastructure at a Turning Point.* In addition, Manual M1, *Principles of Water Rates, Fees, and Charges*, and the AWWA Utility Management Standards may be helpful. For more information, visit the AWWA Bookstore at **www.awwa.org/store.**

A number of graphs and figures from this report are also available through the AWWA website at **www.awwa.org/infrastructure.** They include:

Estimated Distribution of Mains by Material
Northeast and Midwest
South and West

Proportion of 2010 Systems Built by Year
Northeast
Midwest
South
West

Investment for Replacement Plus Growth, by Region and Size of Utility

Northeast
Large
Medium
Small
Very Small

Midwest
Large
Medium
Small
Very Small

South
Large
Medium
Small
Very Small

West
Large
Medium
Small
Very Small

Household Cost of Needed Investment by Region and Size of Utility

Northeast
Large
Medium
Small
Very Small

Midwest
Large
Medium
Small
Very Small

South
Large
Medium
Small
Very Small

West
Large
Medium
Small
Very Small

www.awwa.org/infrastructure

Estimated Distribution of Mains by Material Over Time
Northeast & Midwest Regions

	CI	CICL (LSL)	CICL (SSL)	DI (LSL)	DI (SSL)	AC (LSL)	AC (SSL)	PVC	CI	CICL (LSL)	CICL (SSL)	DI (LSL)	DI (SSL)	AC (SSL)	AC (LSL)	PVC	CI	CICL (LSL)	CICL (SSL)	DI (LSL)	AC (LSL)	Steel	Conc & PCCP
	<6 inch diameter								6-10 inch diameter								>10 inch diameter						
1870	100%								100%								100%						
1880	100%								100%								100%						
1890	100%								100%								100%						
1900	100%								100%								100%						
1910	100%								100%								100%						
1920	100%								100%								100%						
1930	50%	30%	20%						50%	30%	20%						50%	30%	20%				
1940	20%	60%	20%						20%	60%	20%						20%	40%	20%			20%	
1950		60%				20%	20%			60%				20%	20%			40%			10%	20%	30%
1960		50%			10%	20%	20%			50%			10%	20%	20%			35%		5%	10%	20%	30%
1970		20%			40%			40%		20%			40%			40%				50%		20%	30%
1980				25%	30%			45%				25%	35%			40%				60%		15%	25%
1990				50%	5%			45%				50%	5%			45%				60%		15%	25%
2000				55%				45%				55%				45%				60%		15%	25%
2010				55%				45%				55%				45%				60%		15%	25%
2020				55%				45%				55%				45%				60%		15%	25%
2030				55%				45%				55%				45%				60%		15%	25%

Steel and PCCP pipe not in widespread use in sizes under 10 inches.

CI: cast iron; CICL: cast iron cement lined; DI: ductile iron; AC: asbestos cement; PV: polyvinyl chloride; PCCP: prestressed concrete cylinder pipe

The regions are combined because they share similar dynmaics for this distribution.

Note:
"LSL" indicates a relatively long service life for the material resulting from some combination of benign ground conditions and evolved laying practices etc.

"SSL" indicates a relatively short service life for the material resulting from some combination of harsh ground conditions and early laying practices etc.

Estimated Distribution of Mains by Material Over Time
South & West Regions

	CI	CICL (LSL)	CICL (SSL)	DI (LSL)	DI (SSL)	AC (LSL)	AC (SSL)	PVC	CI	CICL (LSL)	CICL (SSL)	DI (LSL)	DI (SSL)	AC (LSL)	AC (SSL)	PVC	CI	CICL (LSL)	CICL (SSL)	DI (LSL)	AC (LSL)	Steel	Conc & PCCP
	<6 inch diameter								6-10 inch diameter								>10 inch diameter						
1870	100%								100%								100%						
1880	100%								100%								100%						
1890	100%								100%								100%						
1900	100%								100%								100%						
1910	100%								100%								100%						
1920	100%								100%								100%						
1930	50%	30%	20%						50%	30%	20%						50%	30%	20%				
1940		70%	30%							70%	30%							50%	30%			20%	
1950		25%				40%	35%			25%				40%	35%			40%			15%	25%	20%
1960		25%		2%	3%	40%	30%			25%		2%	3%	40%	30%			40%		5%	10%	25%	20%
1970		10%		10%	10%	40%		30%		10%		10%	10%	40%		30%				45%	10%	25%	20%
1980				25%	25%			50%				30%	30%			40%				60%		20%	20%
1990				45%	5%			50%				50%	5%			45%				60%		20%	20%
2000				50%				50%				50%				50%				60%		20%	20%
2010				50%				50%				50%				50%				60%		20%	20%
2020				50%				50%				50%				50%				60%		20%	20%
2030				50%				50%				50%				50%				60%		20%	20%

Steel and PCCP pipe not in widespread use in sizes under 10 inches.

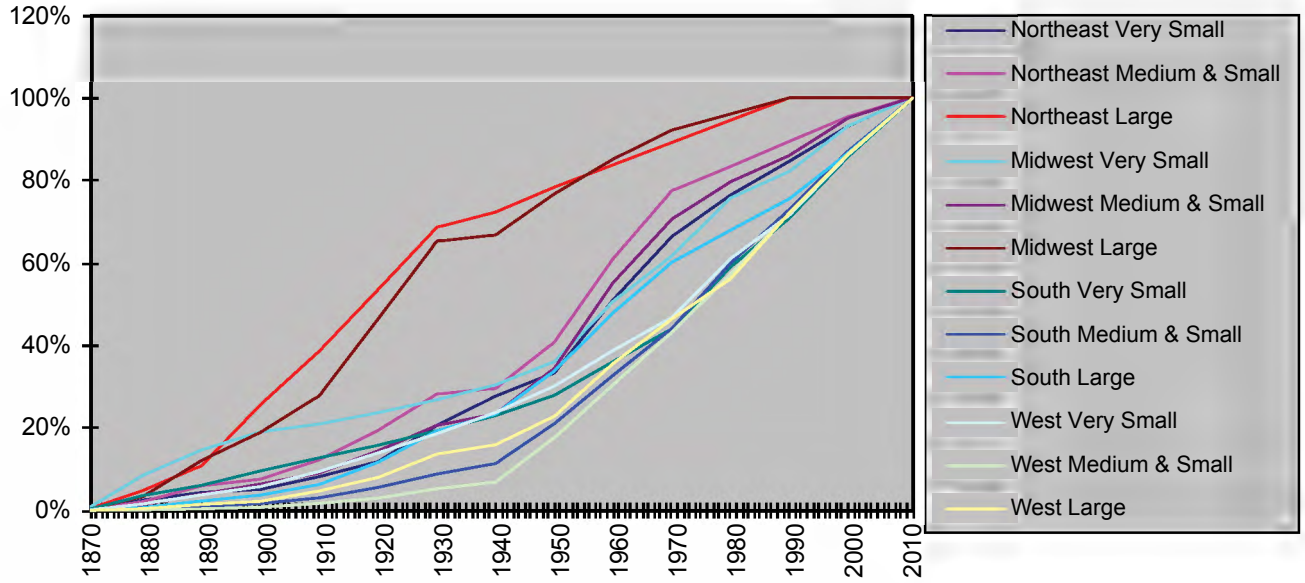
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The regions are combined because they share similar dynmaics for this distribution.

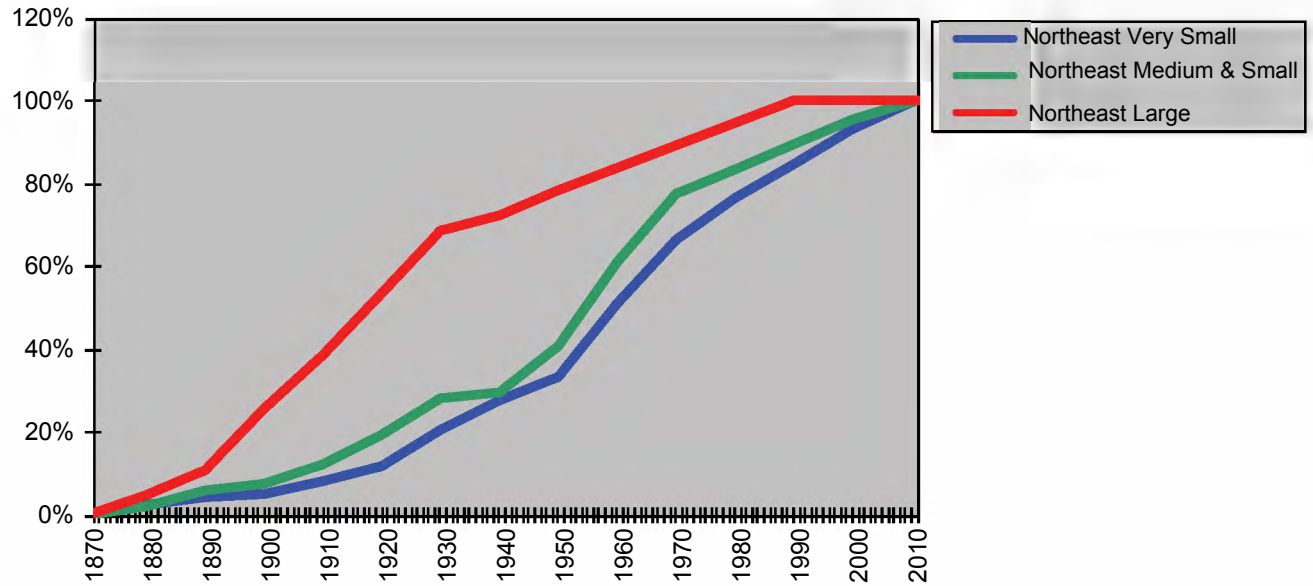
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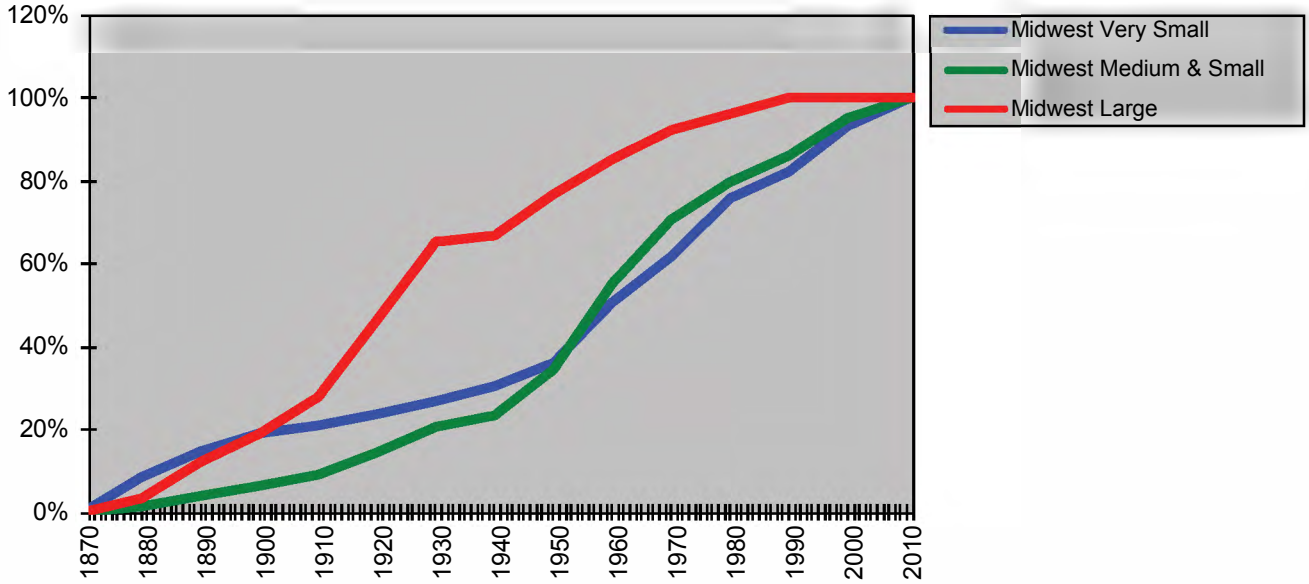
Proportion of Current System Built by Decade: All Regions



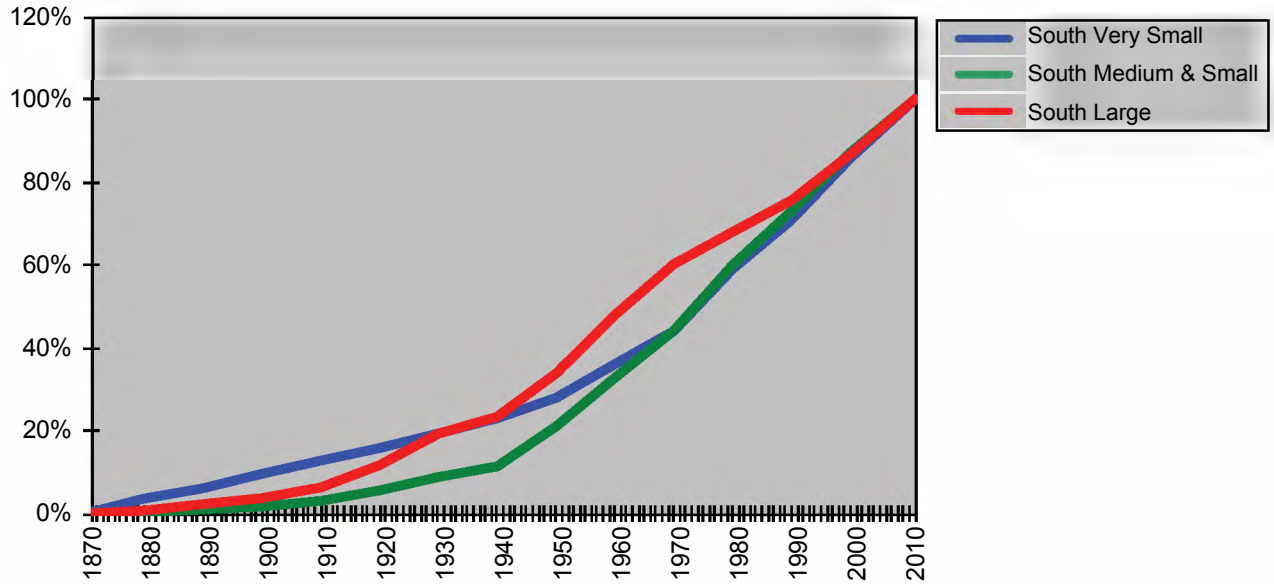
Proportion of Current System Built by Decade: Northeast



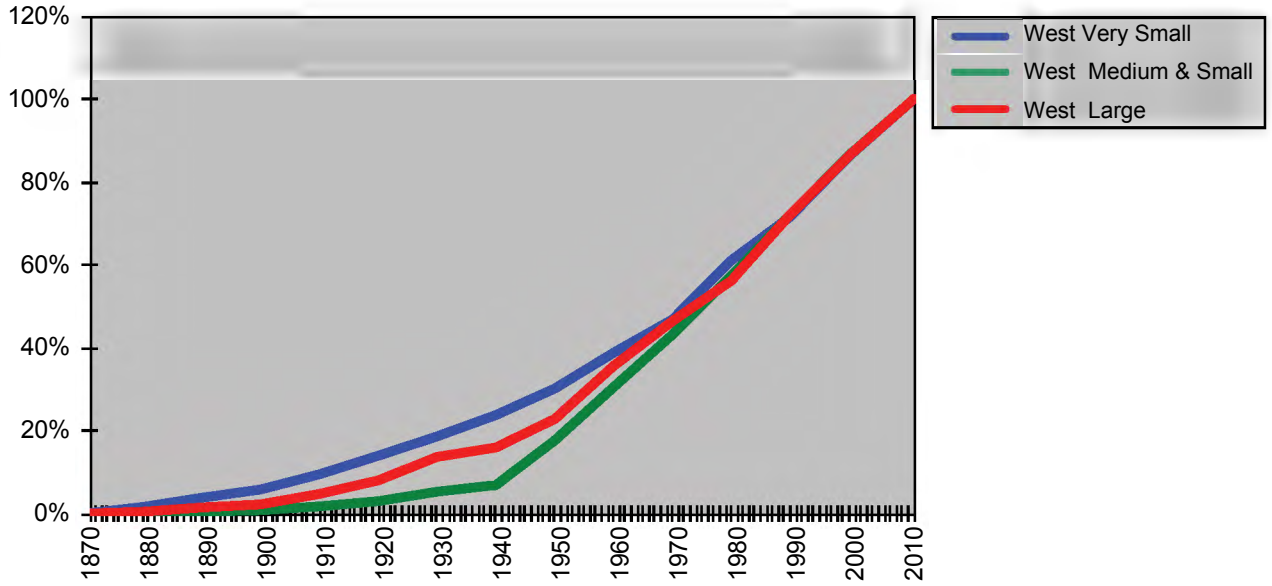
Proportion of Current System Built by Decade: Midwest

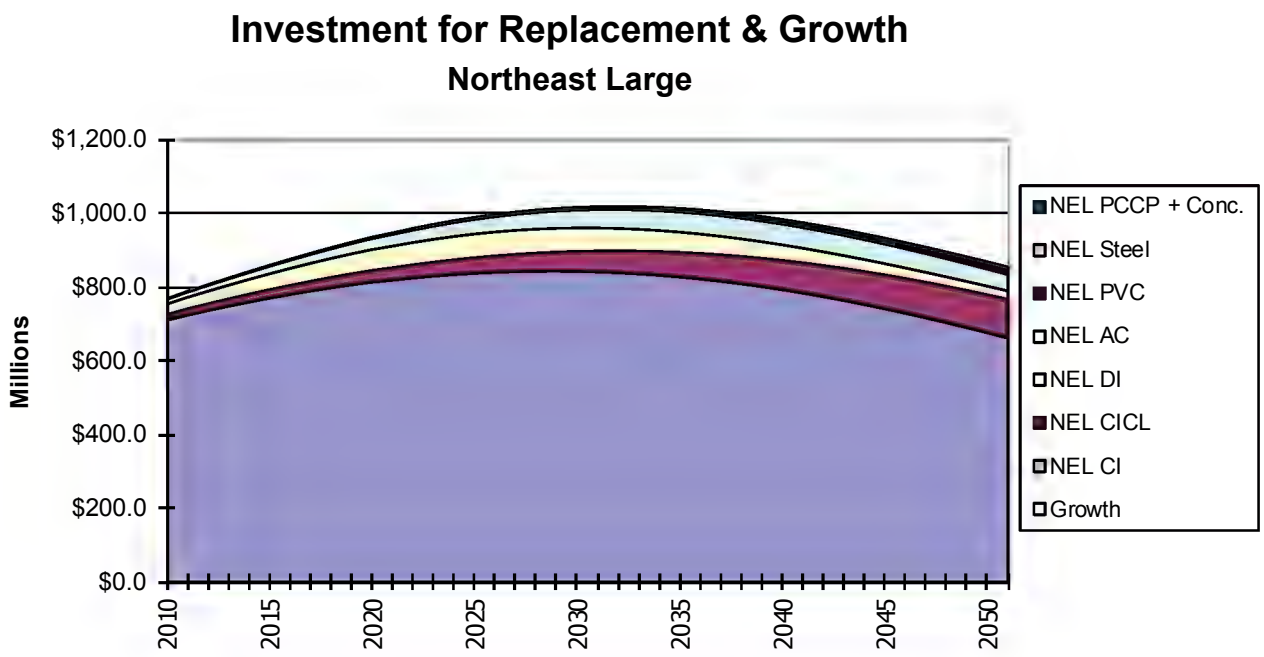


Proportion of Current System Built by Decade: South

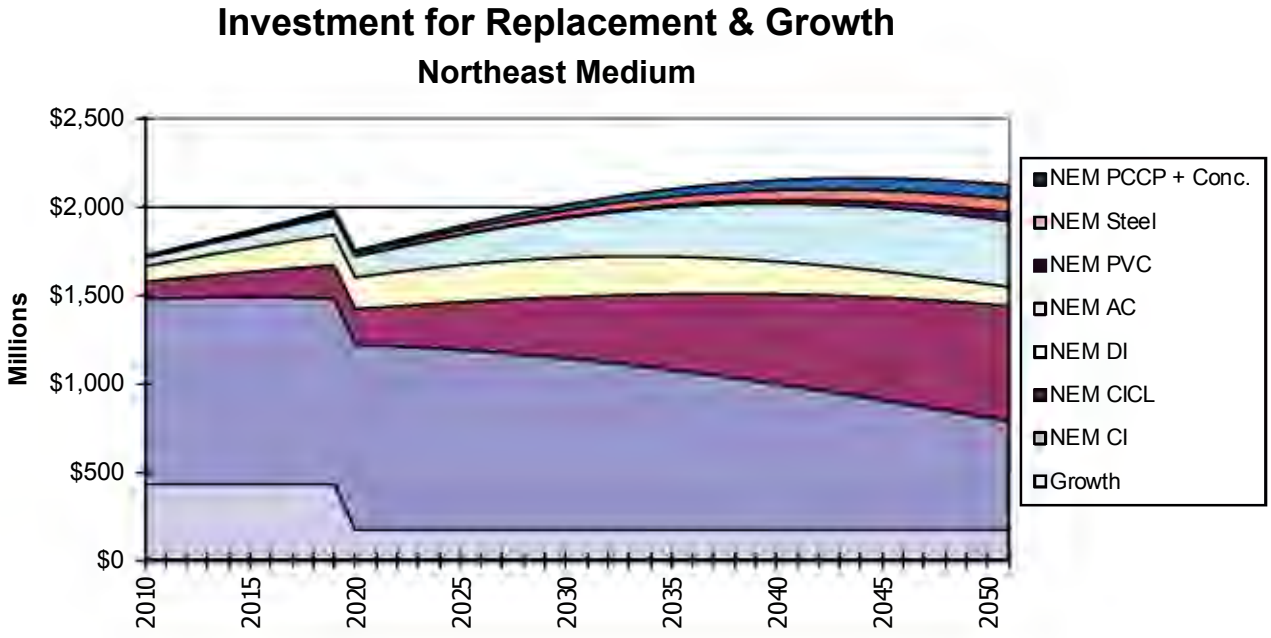


Proportion of Current System Built by Decade: South



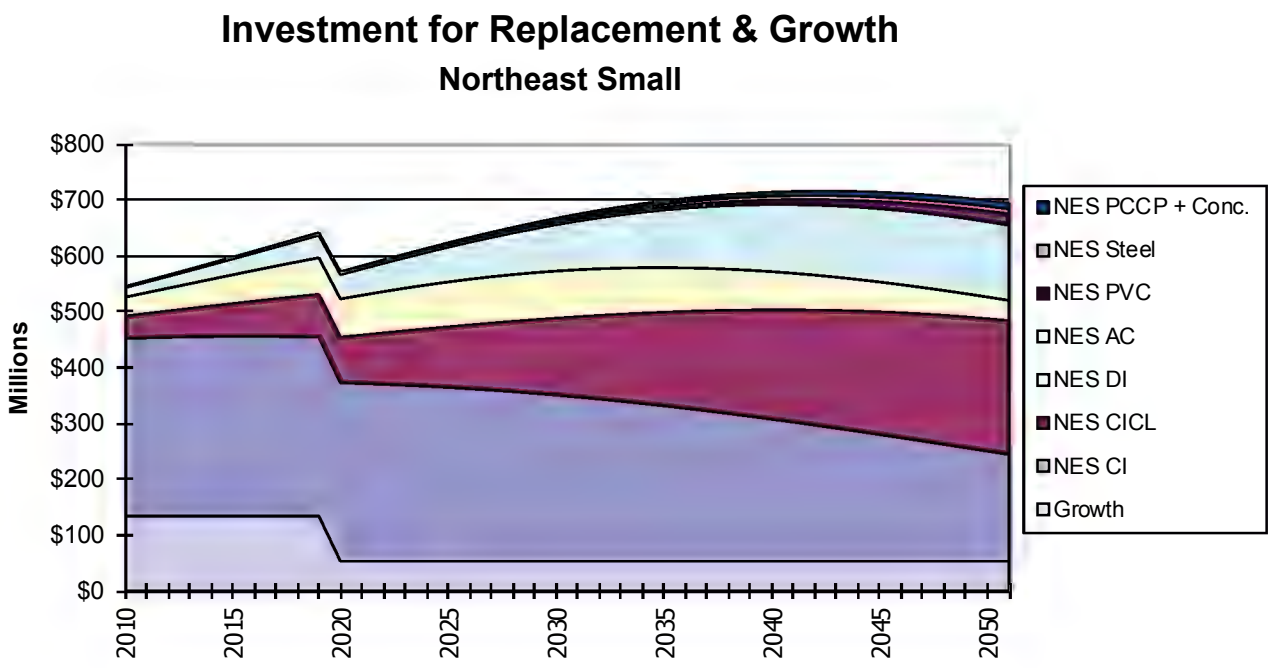


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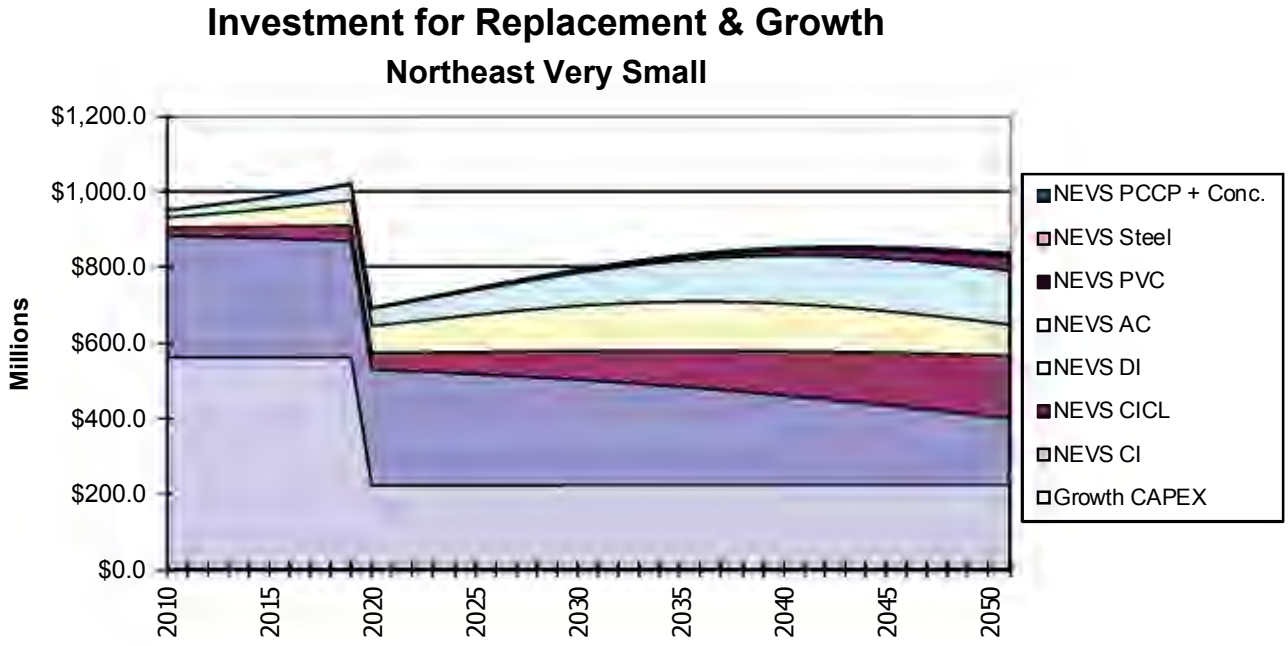


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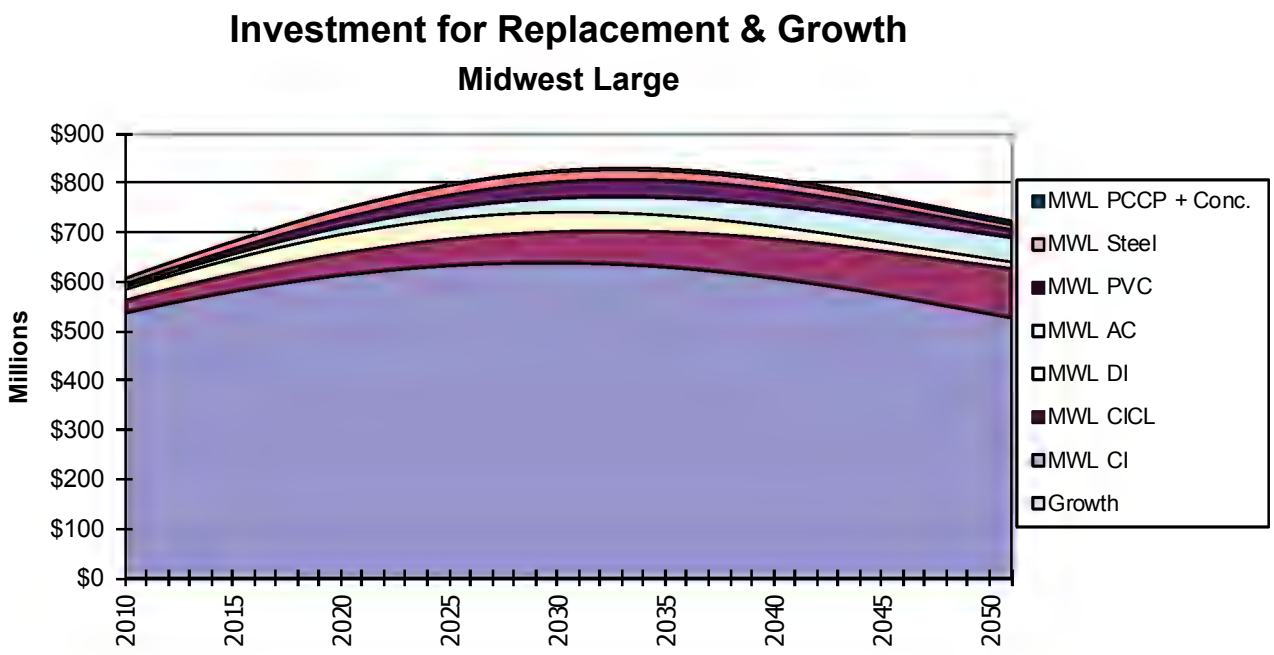


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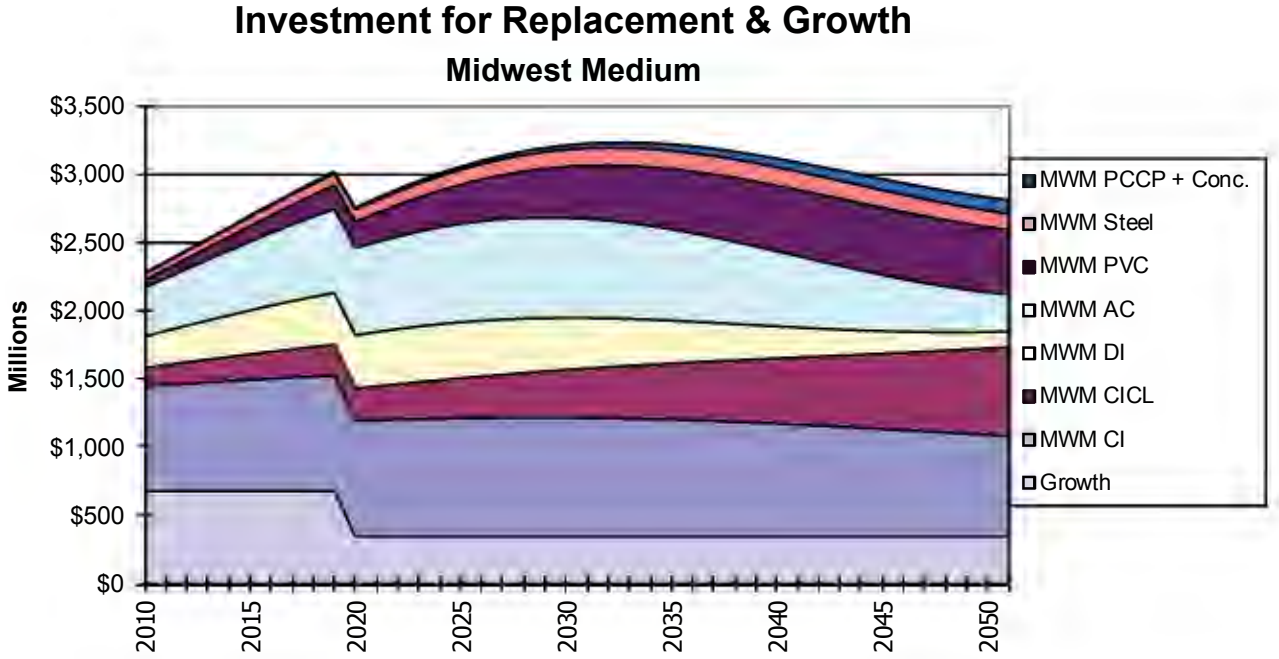


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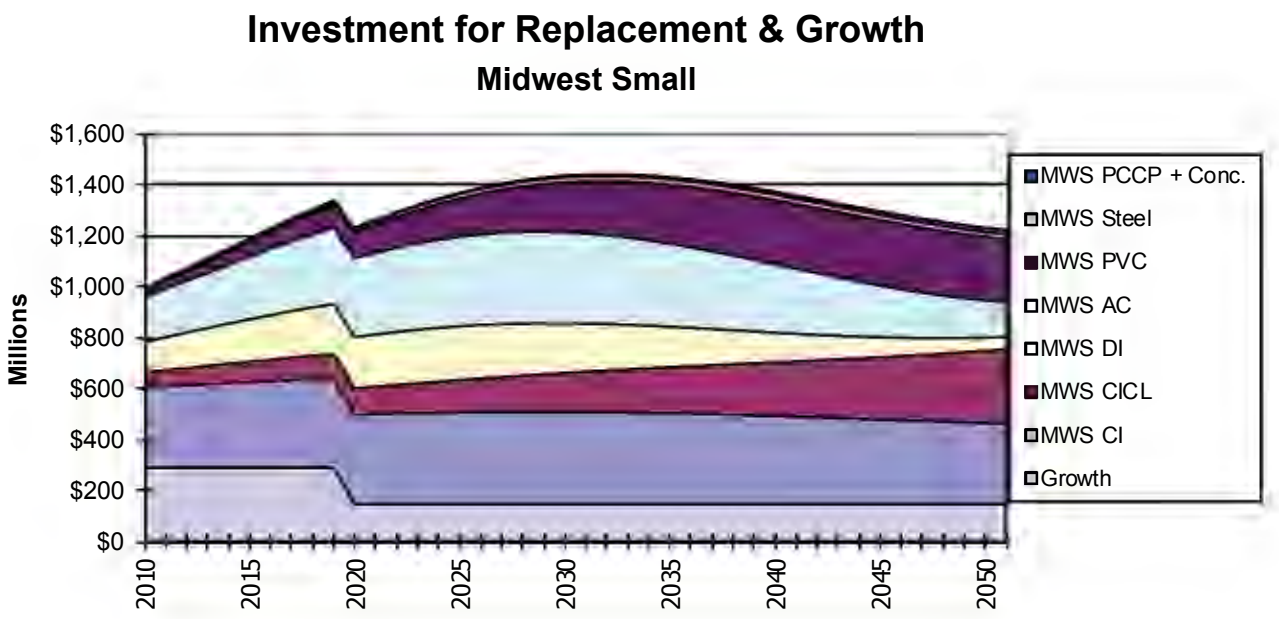


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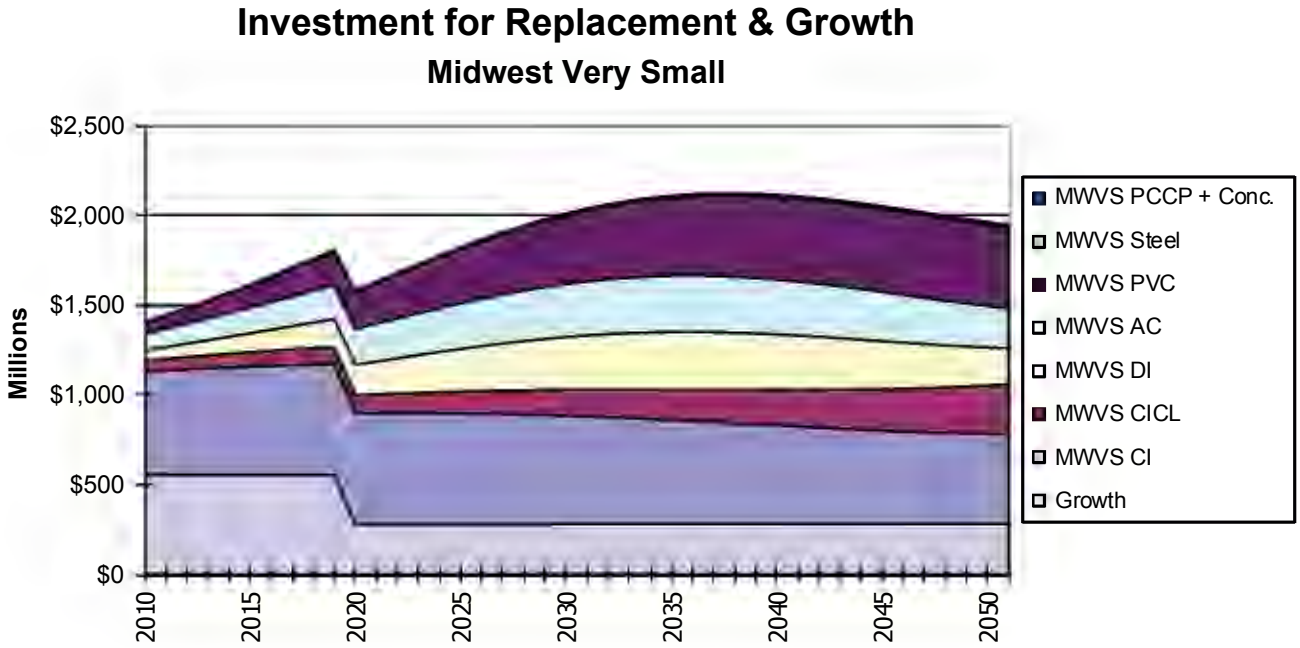


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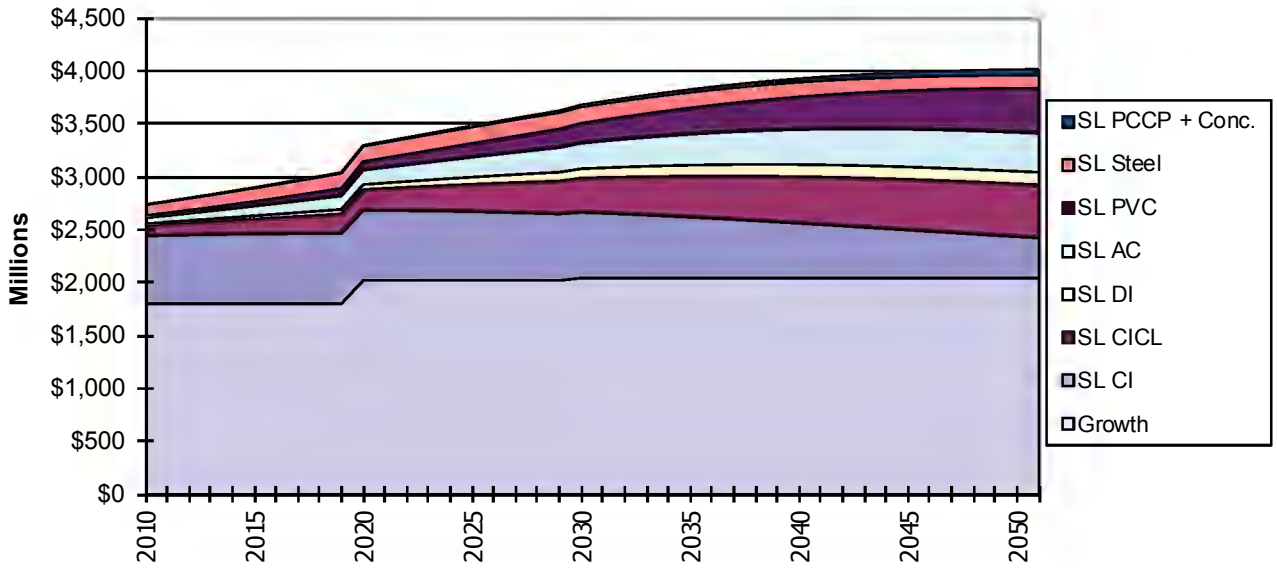
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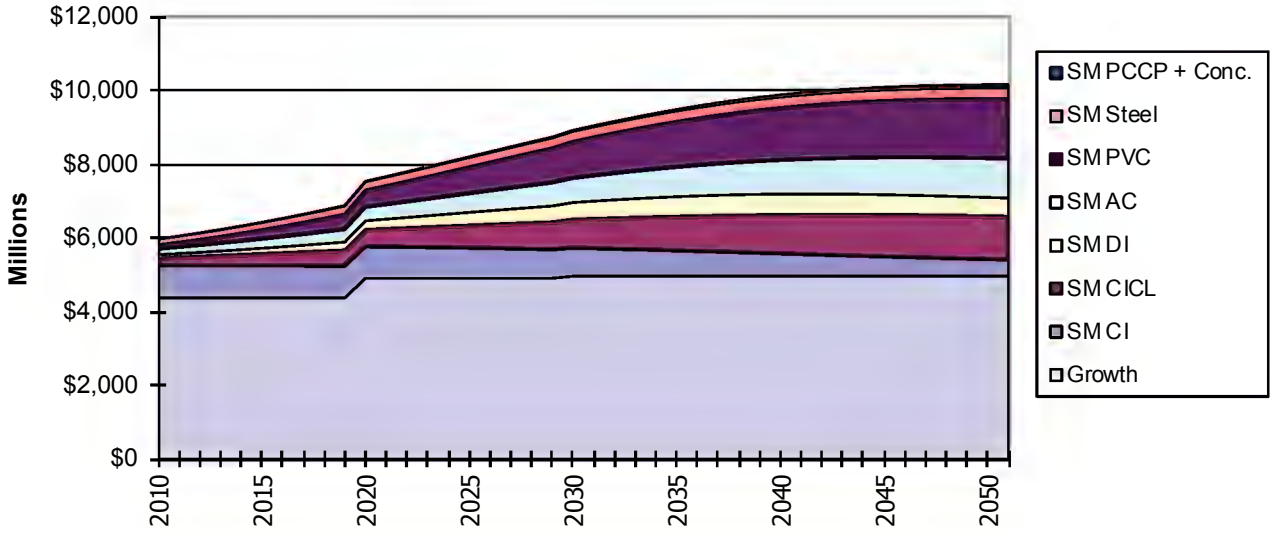
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Investment for Replacement & Growth
South Large



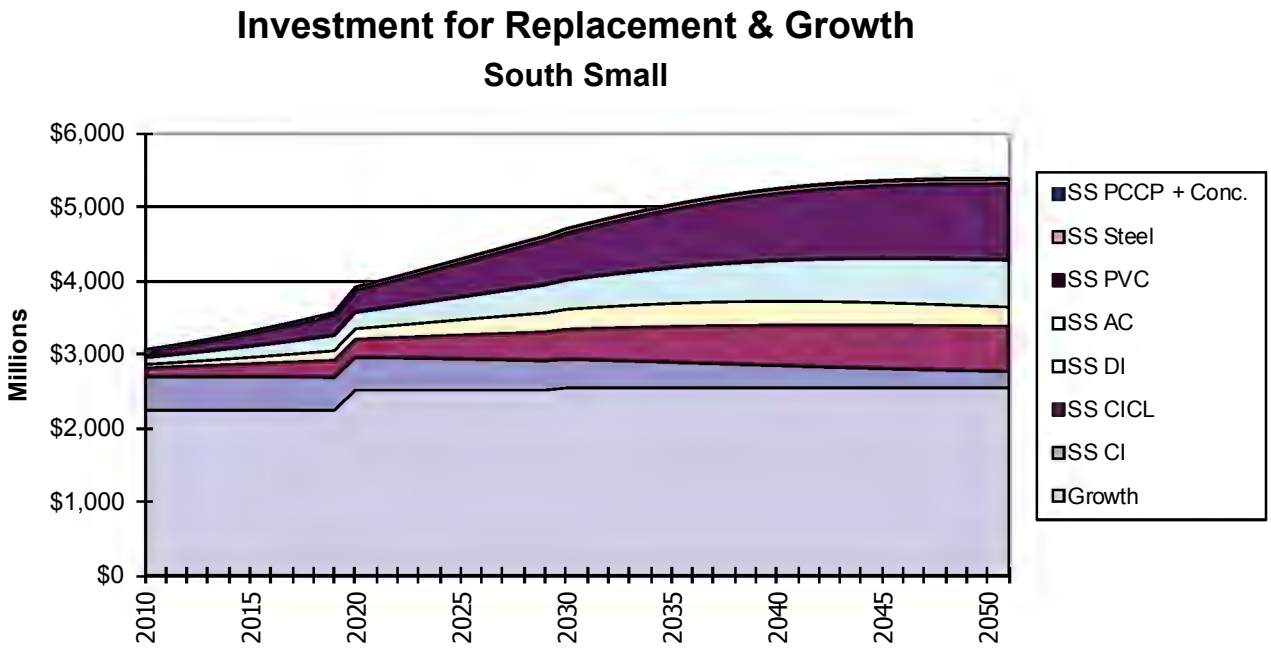
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Investment for Replacement & Growth
South Medium

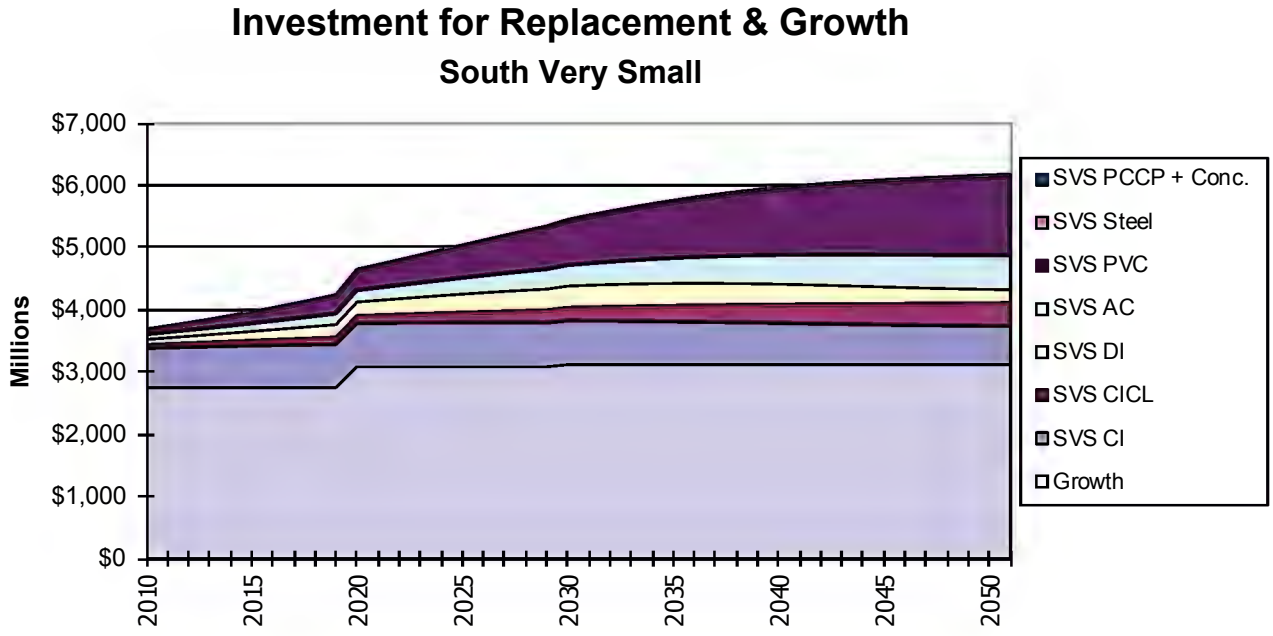


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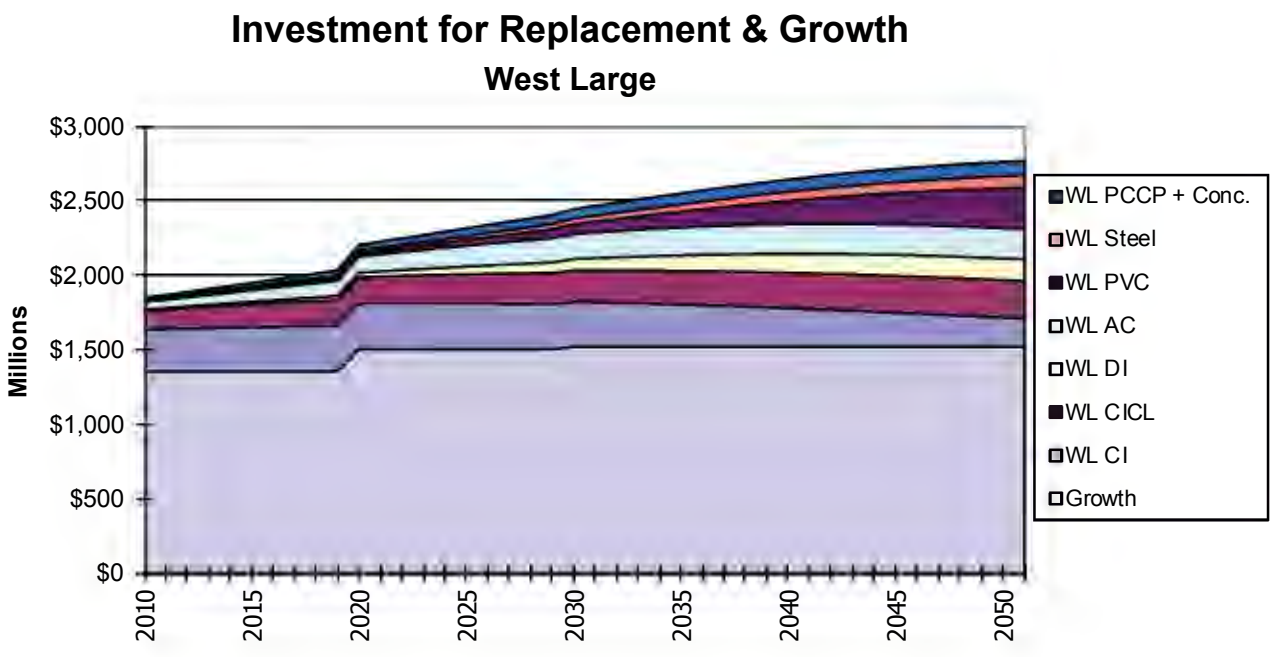


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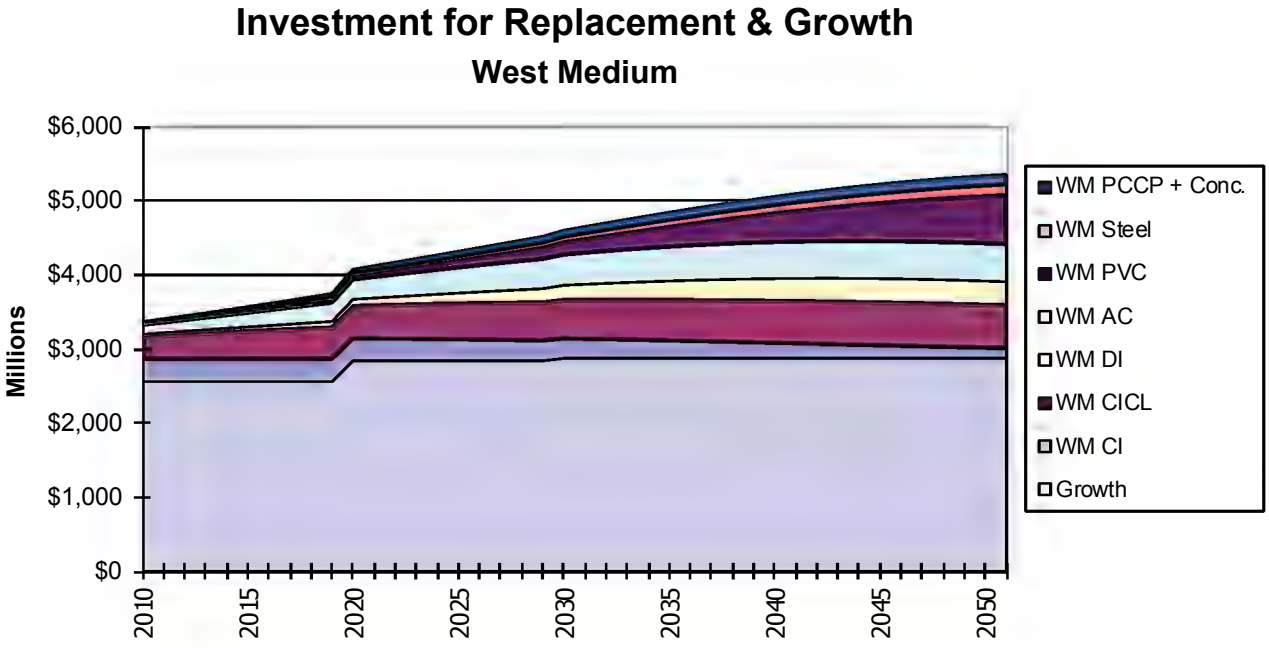


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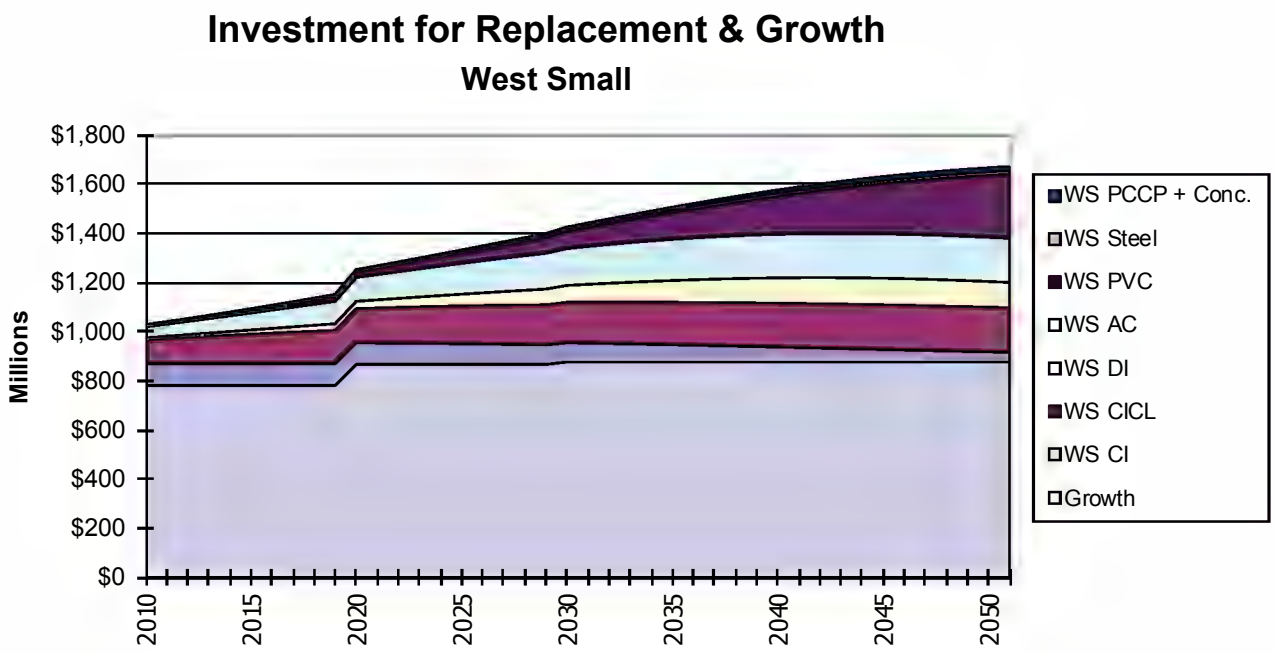


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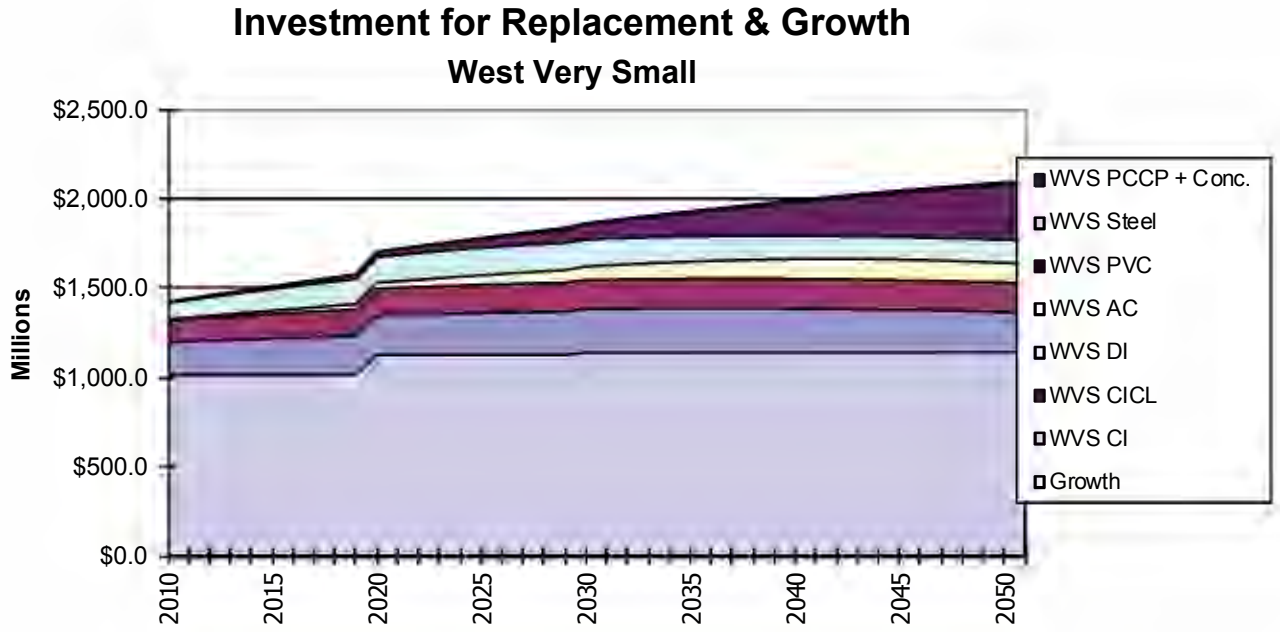


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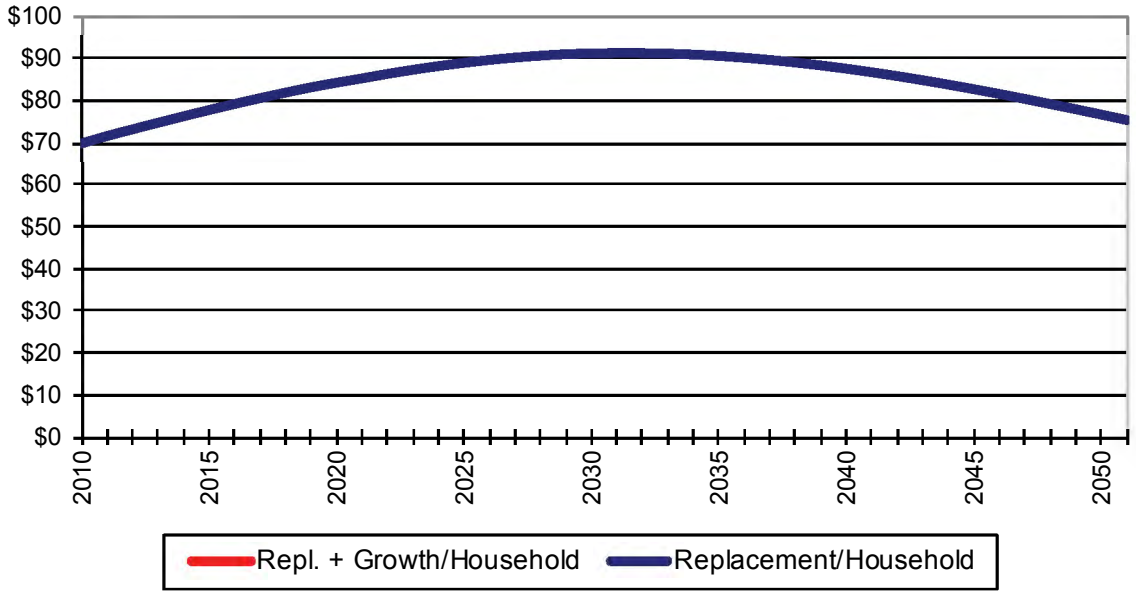


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Household Cost of Needed Investment for Replacement Plus Growth*

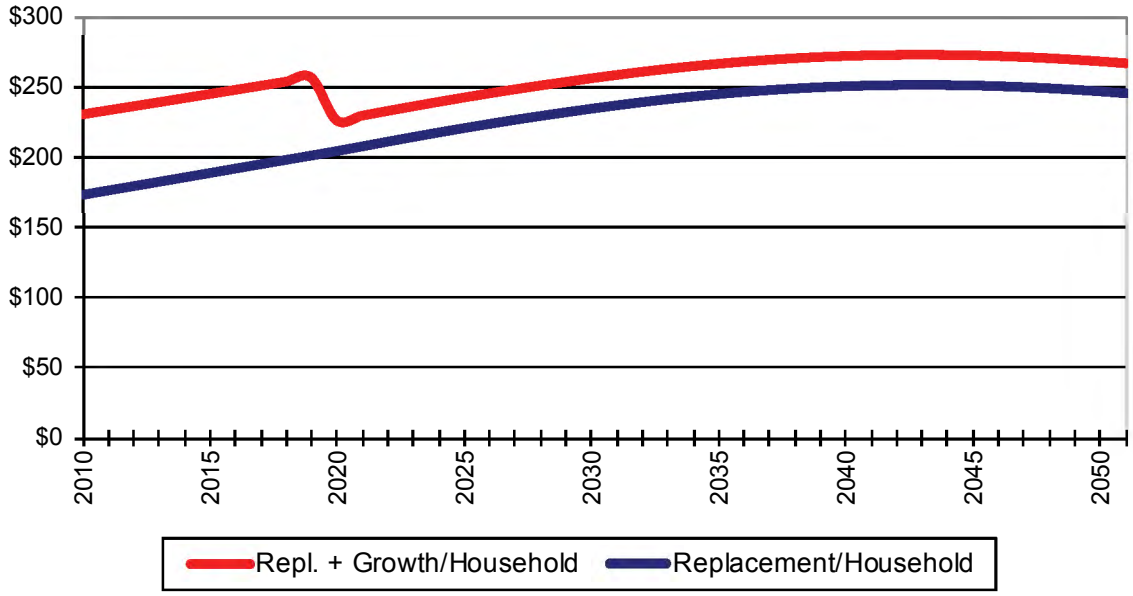
Northeast Large



**This assumes costs are spread evenly across households of 2.6 persons each, based on data from the US Census.*

Household Cost of Needed Investment for Replacement Plus Growth*

Northeast Medium

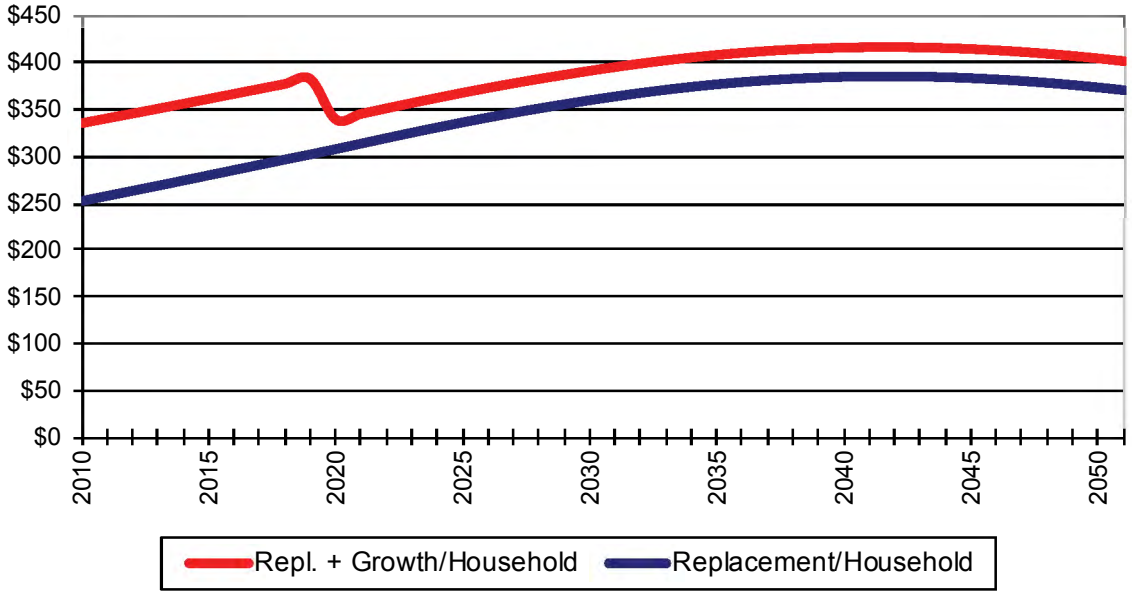


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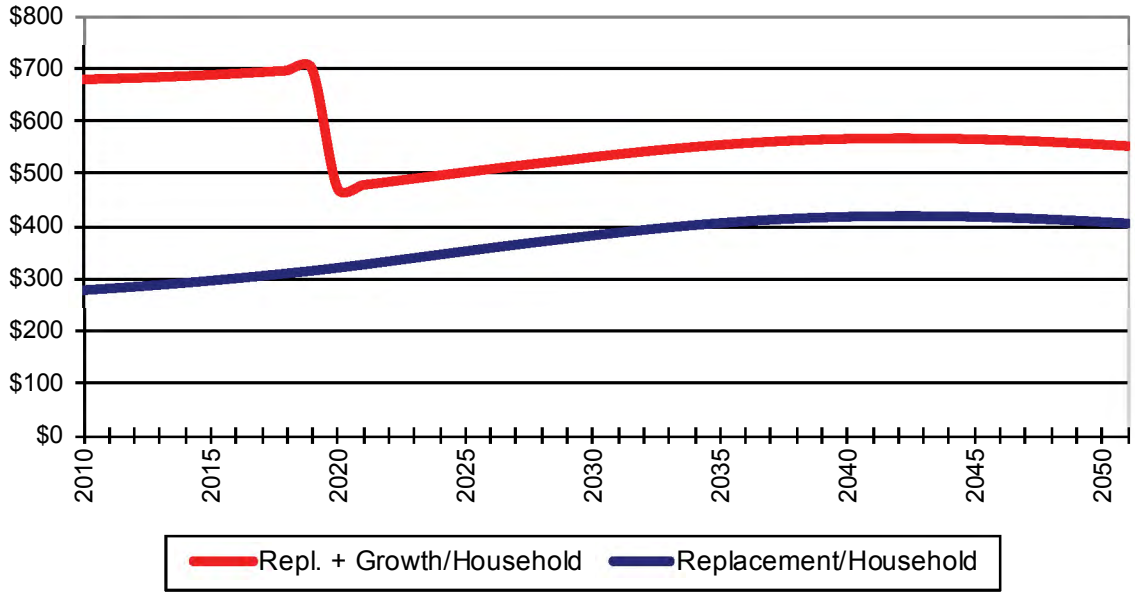
Northeast Small



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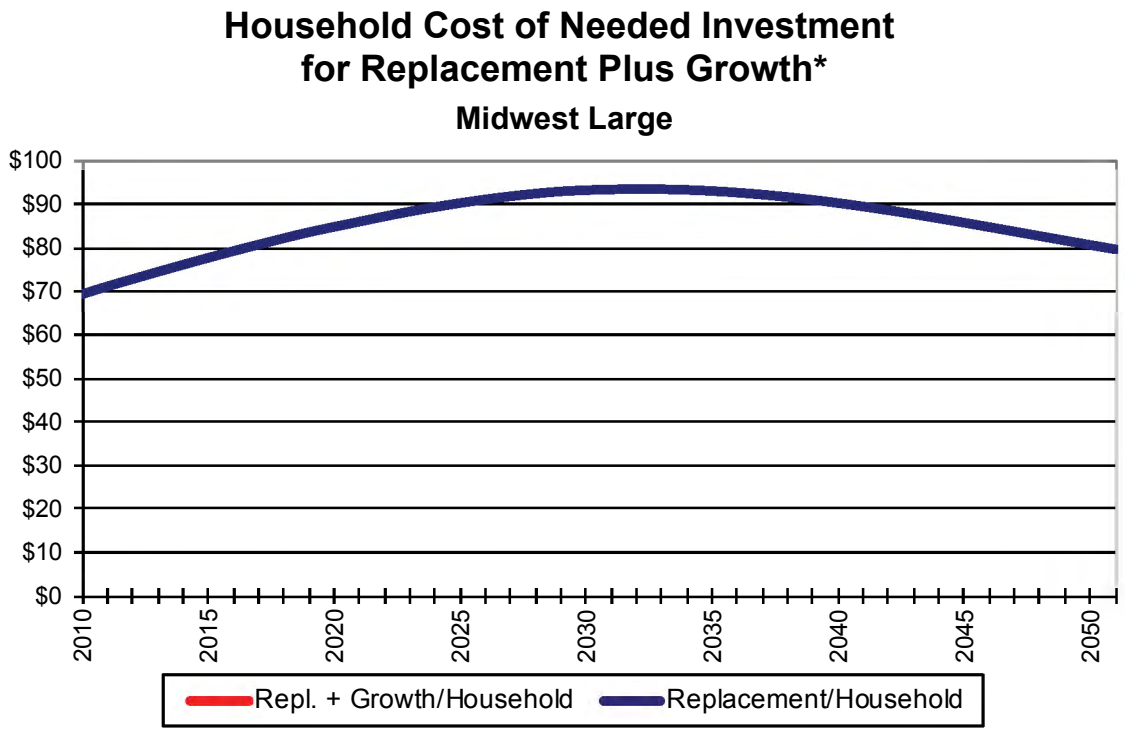
Household Cost of Needed Investment for Replacement Plus Growth*

Northeast Very Small

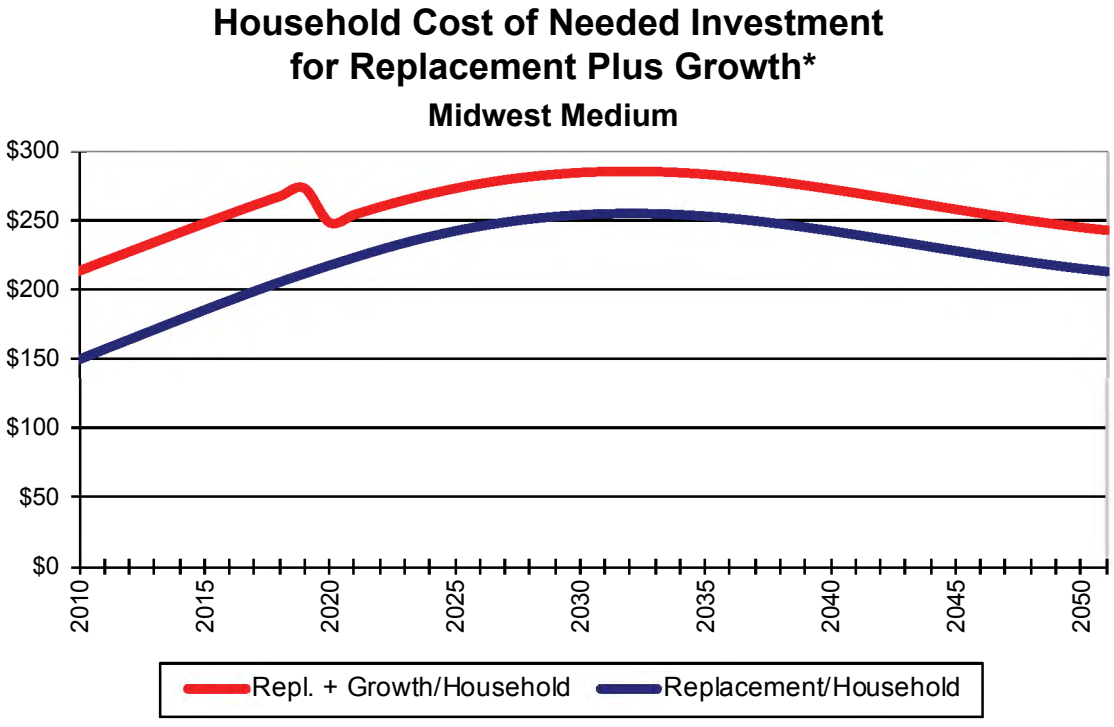


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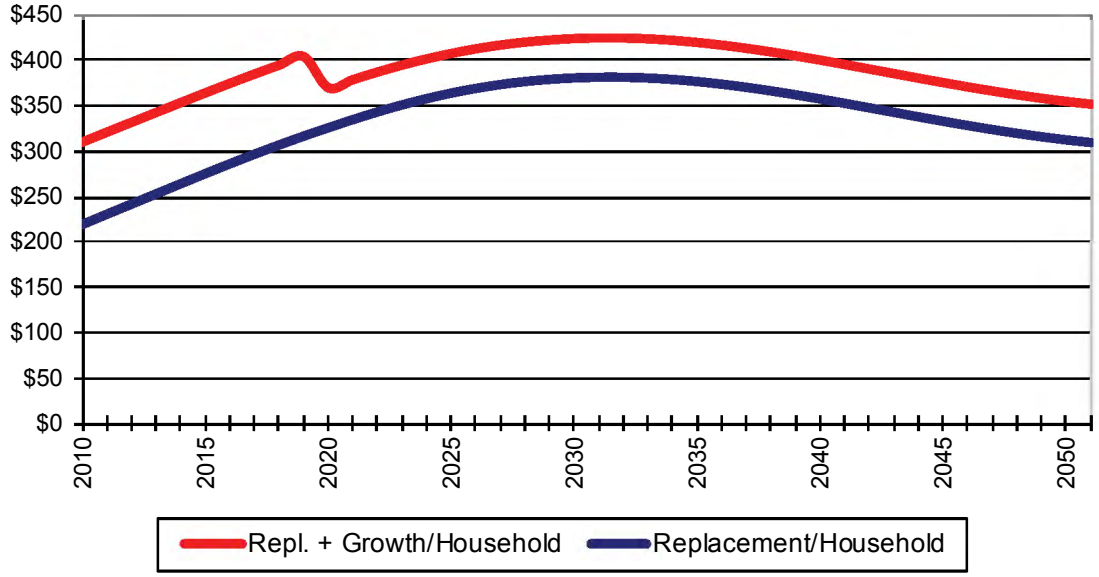


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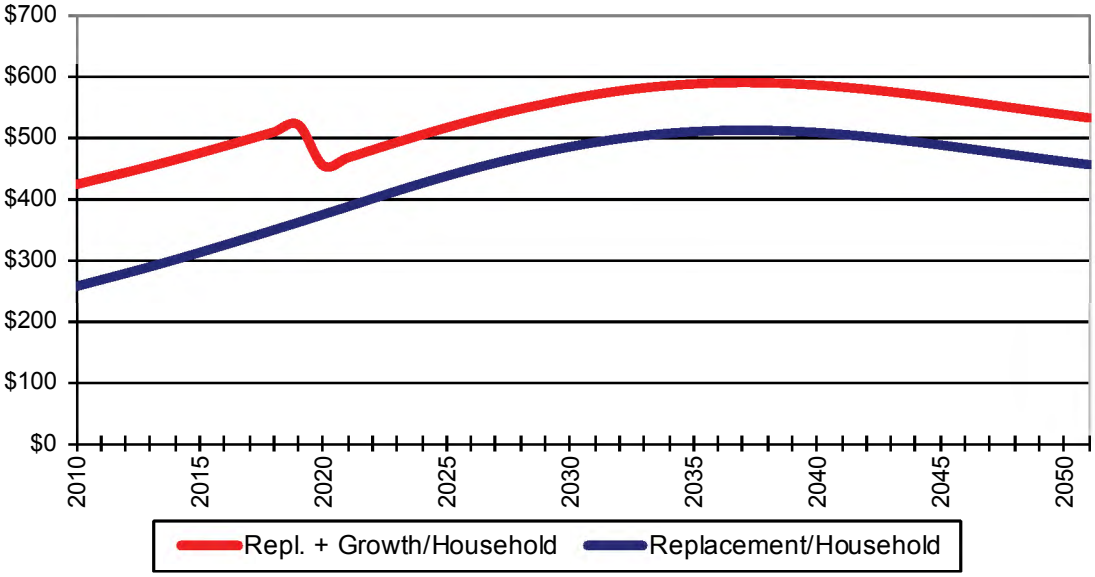
Midwest Small



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Household Cost of Needed Investment for Replacement Plus Growth*

Midwest Very Small

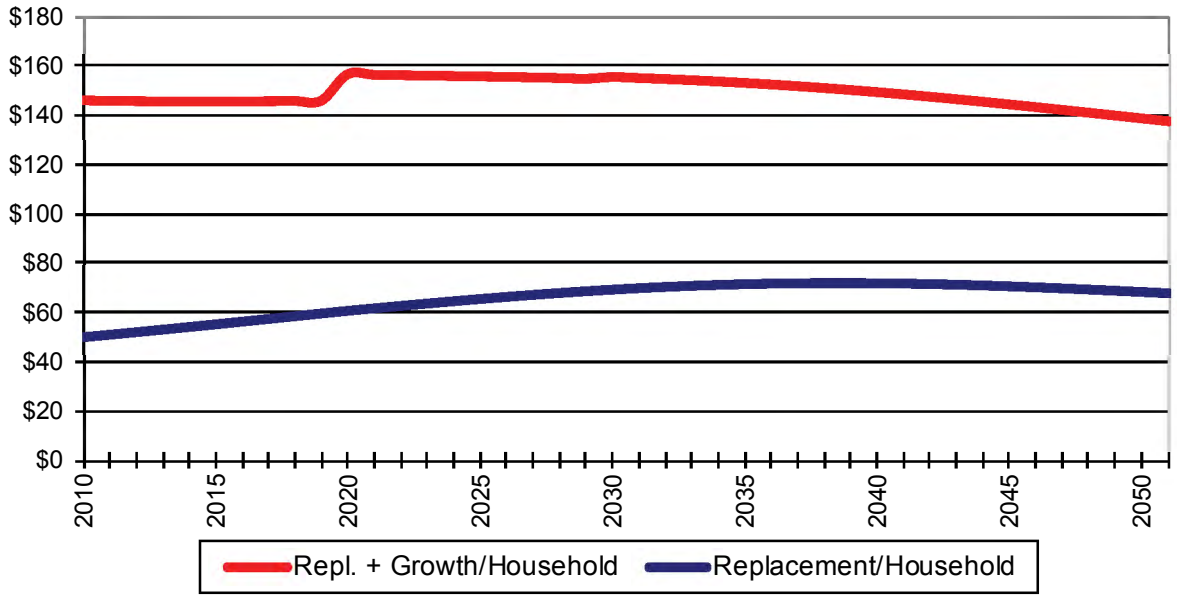


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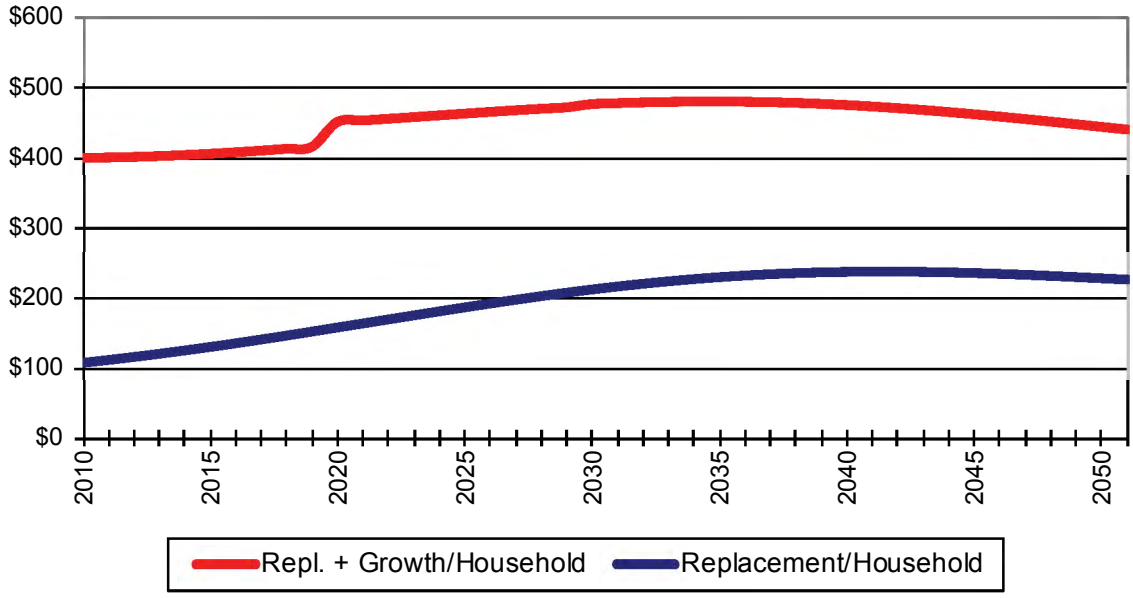
South Large



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Household Cost of Needed Investment for Replacement Plus Growth*

South Medium

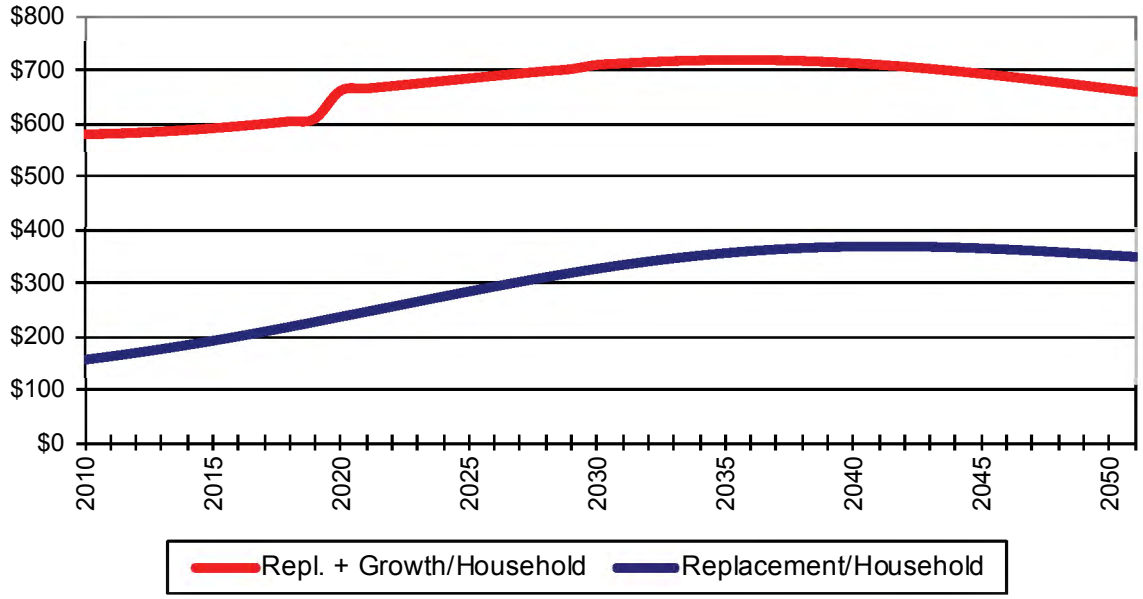


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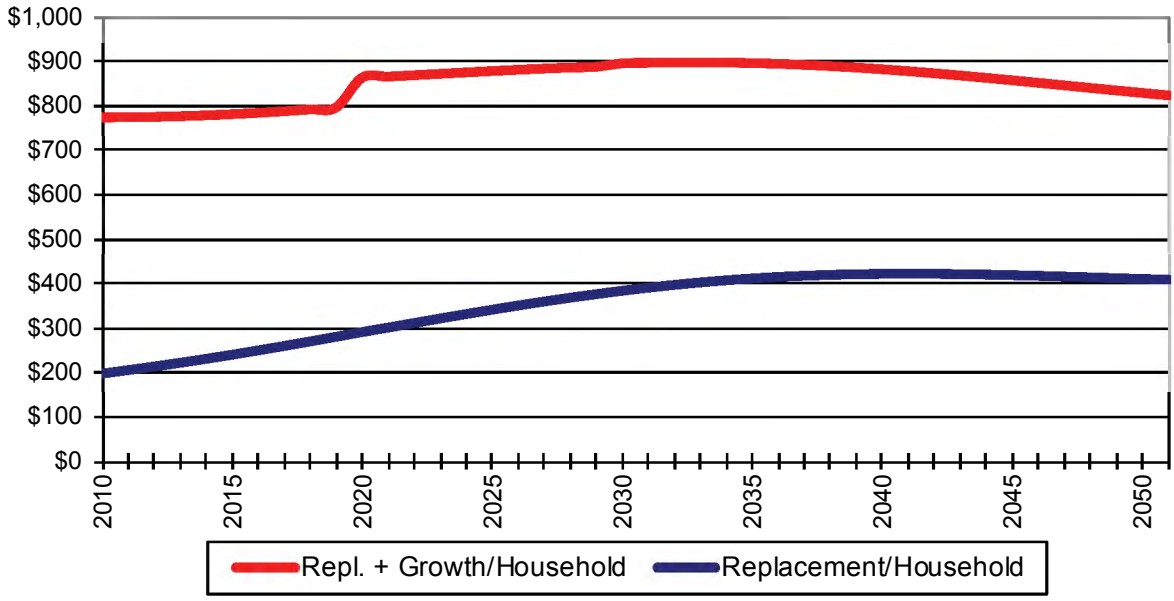
South Small



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Household Cost of Needed Investment for Replacement Plus Growth*

South Very Small

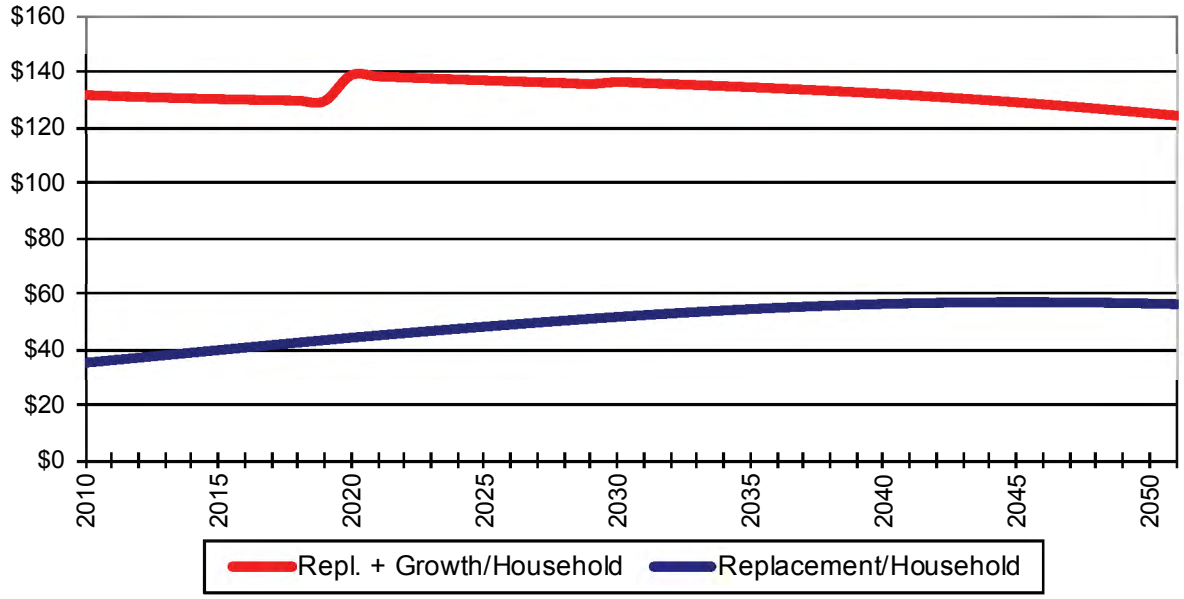


**This assumes costs are spread evenly across households of 2.6 persons each, based on data from the US Census.*

The charts show per household costs for replacement, and for replacement plus growth. The model assumes costs are spread evenly over households averaging 2.6 persons per household in accordance with US Census data. An artifact of the model and US Census data result in an apparent upward or downward "spike" in growth-related needs between certain decades. In reality, the apparent sudden shift in growth-related needs will be spread more evenly over the years bridging each decade to the next."

Household Cost of Needed Investment for Replacement Plus Growth*

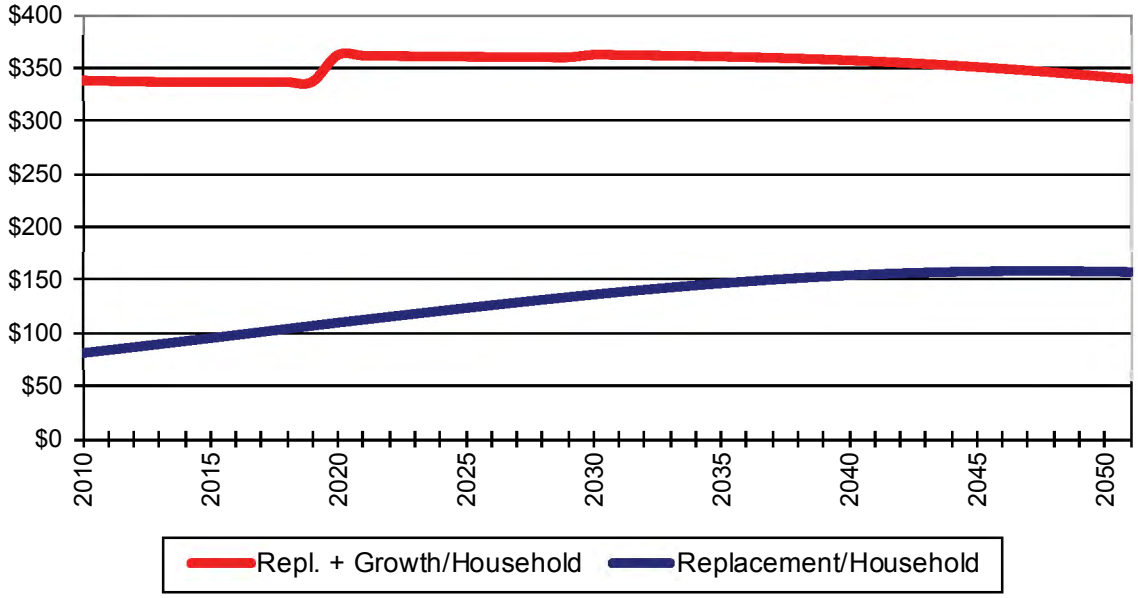
West Large



**This assumes costs are spread evenly across households of 2.6 persons each, based on data from the US Census.*

Household Cost of Needed Investment for Replacement Plus Growth*

West Medium

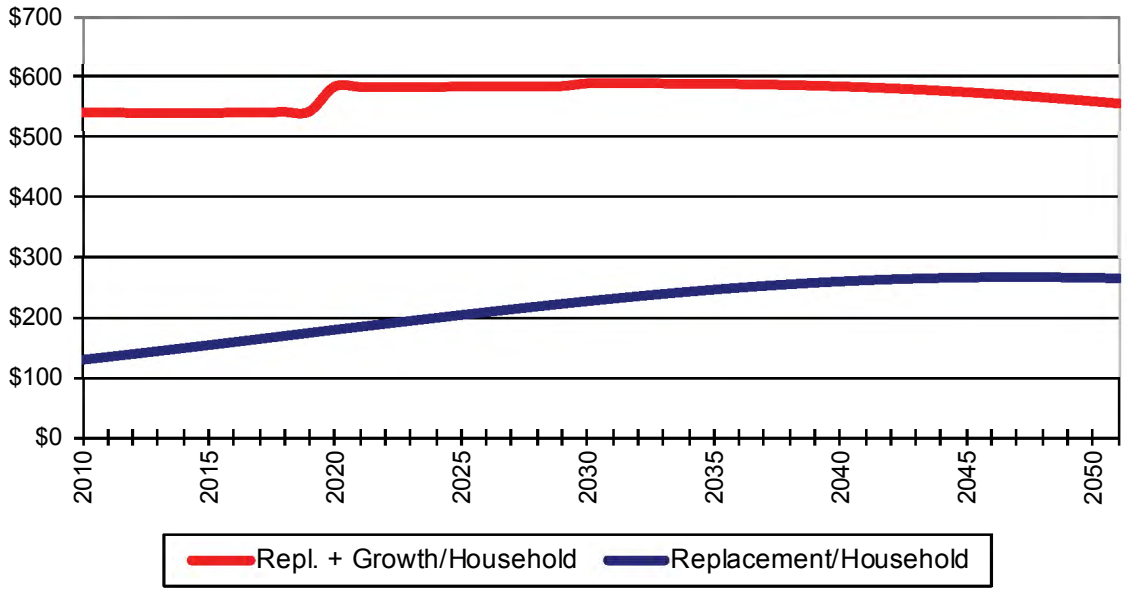


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Household Cost of Needed Investment for Replacement Plus Growth*

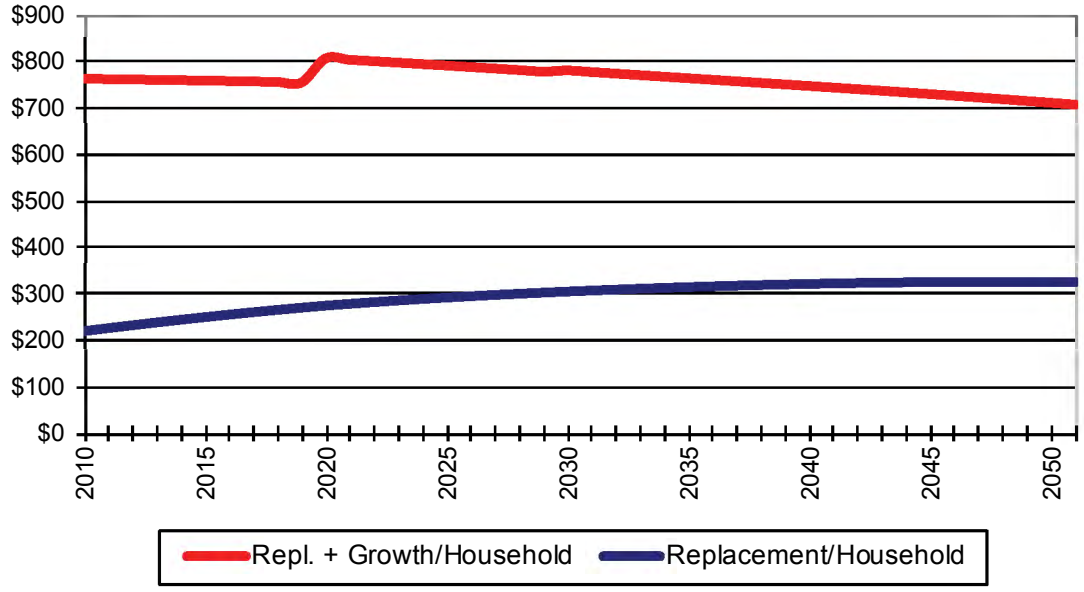
West Small



**This assumes costs are spread evenly across households of 2.6 persons each, based on data from the US Census.*

Household Cost of Needed Investment for Replacement Plus Growth*

West Very Small



**This assumes costs are spread evenly across households of 2.6 persons each, based on data from the US Census.*

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Town of Mountain Village



SNOWMAKING RATE STUDY

Kim Riddle, EI
Bailey Leppek, PE
Chris Lehrman, PE

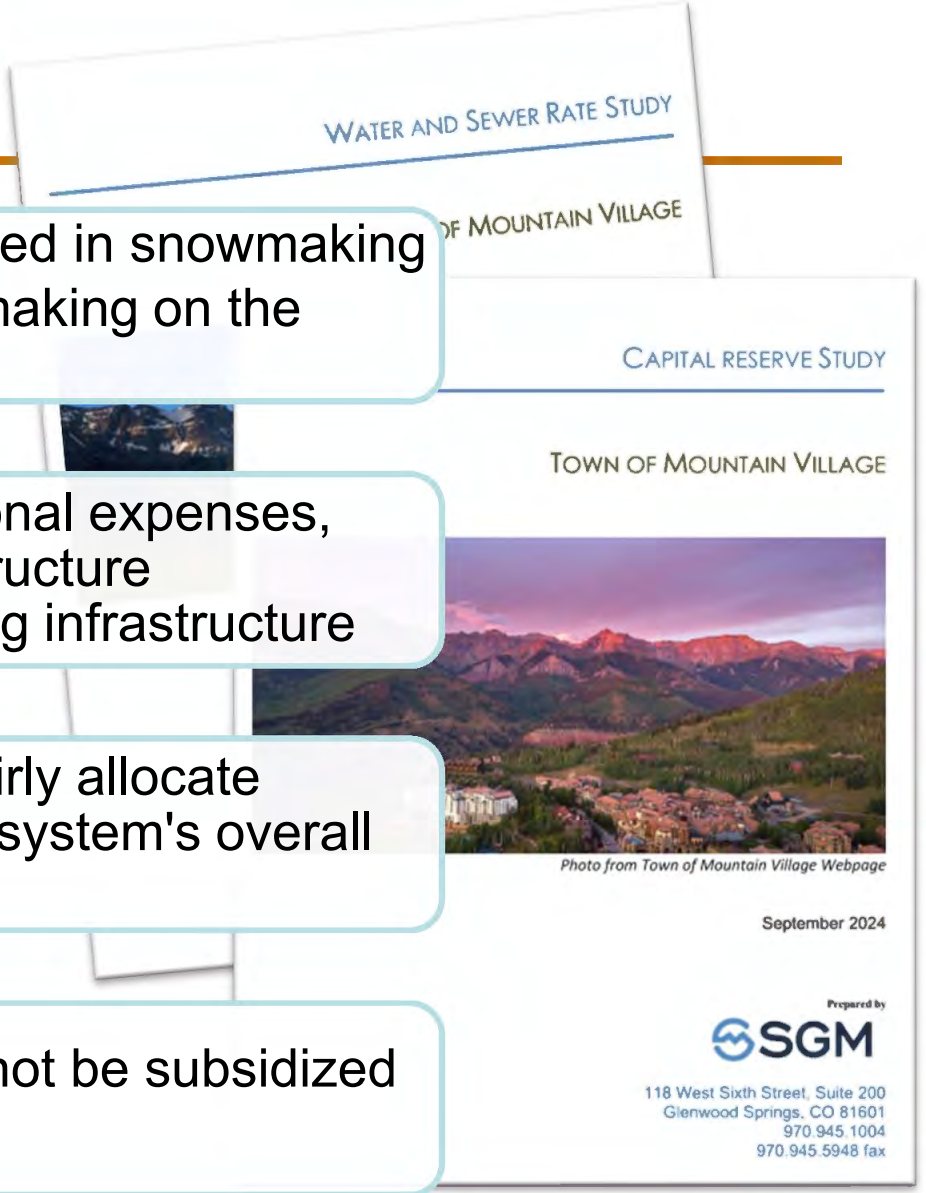
Purpose

- Assess infrastructure involved in snowmaking
- Determine impact of snowmaking on the Town's system

- Determine costs of operational expenses, capital projects, and infrastructure depreciation for snowmaking infrastructure

- Set snowmaking rates to fairly allocate snowmaking's share of the system's overall burden

- Snowmaking costs should not be subsidized by other customers



Snowmaking Rate Comparison

Current TMV Snowmaking Rates

- **Pond Use:** $3.53 / 1,000 gal
- **Hydrant Use:** $3.84 / 1,000 gal

Limited Data

- SGM polled 8 water providers, only one was willing and able to provide SGM with its snowmaking rates

Steamboat Springs

- The City of Steamboat Springs will occasionally provide potable snowmaking water to one of the Steamboat mountains at a rate of **$8.02 / 1,000 gal**

Snowmaking Infrastructure

Tanks

Wapiti Tank – 2 million gallons

Pump Stations

San Miguel Pump Station

Wells

Well No. 9
Well No. 10

Chlorine Buildings

San Miguel Pump Station Chlorine Building

Main Snowmaking Delivery Lines

Primary 12” and 6” lines that transport water from pump station to snowmaking pond

Snowmaking Impact on Existing Infrastructure

Year	Total Well Pumping	Well Pumping Allocated to Snowmaking	% Snowmaking of Total
	[gal]	[gal]	[%]
2020	186.9 M	82.0 M	44%
2021	185.3 M	88.9 M	48%
2022	229.9 M	96.4 M	42%
2023	207.4 M	114.6 M	55%
2024	236.7 M	83.0 M	35%
	Average % of Use Attributed to Snowmaking		**45%**

Capital & Depreciation Costs

Capital costs	One-time expenses for building or upgrading infrastructure, such as wells, pump stations, and tanks
Depreciation costs	Gradual loss of value of capital assets (like the wells, pump stations, and tanks) over time due to wear and tear, aging, or obsolescence

Capital & Depreciation Costs

System Component	Cost 2025 Dollars	Remaining Service Life	Asset Value at End of Service Life	
2 Million Gallon Wapiti Tank	$11.5 M	36 yrs	$33.8 M	2061 dollars
Pump Station	$0.53 M	41 yrs	$1.80 M	2066 dollars
Pump Station Capital Projects (2025 – 2026)	$1.75 M	41 yrs	$5.95 M	2066 dollars
Wells	$0.35 M	36 yrs	$1.03 M	2061 dollars
Chlorine Bldg	$2.05 M	11 yrs	$2.88 M	2036 dollars
6” Lines	$0.54 M	21 yrs	$1.02 M	2056 dollars
12” Lines	$8.21 M	21 yrs	$15.47 M	2056 dollars

Alternatives

Alternative 1

- factors in depreciation of the 6” and 12” lines that deliver water over the mountain to the snowmaking pond

Alternative 2

- excludes depreciation of the water delivery lines

Capital & Depreciation Costs

Alternative 1	Full Service Life Depreciation	Remaining Service Life Depreciation	Average of Full & Remaining Service Life
Annual Depreciation Attributable to Snowmaking	$407 K	$988 K	$697 K

Alternative 2	Full Service Life Depreciation	Remaining Service Life Depreciation	Average of Full & Remaining Service Life
Annual Depreciation Attributable to Snowmaking	$284 K	$636 K	$460 K

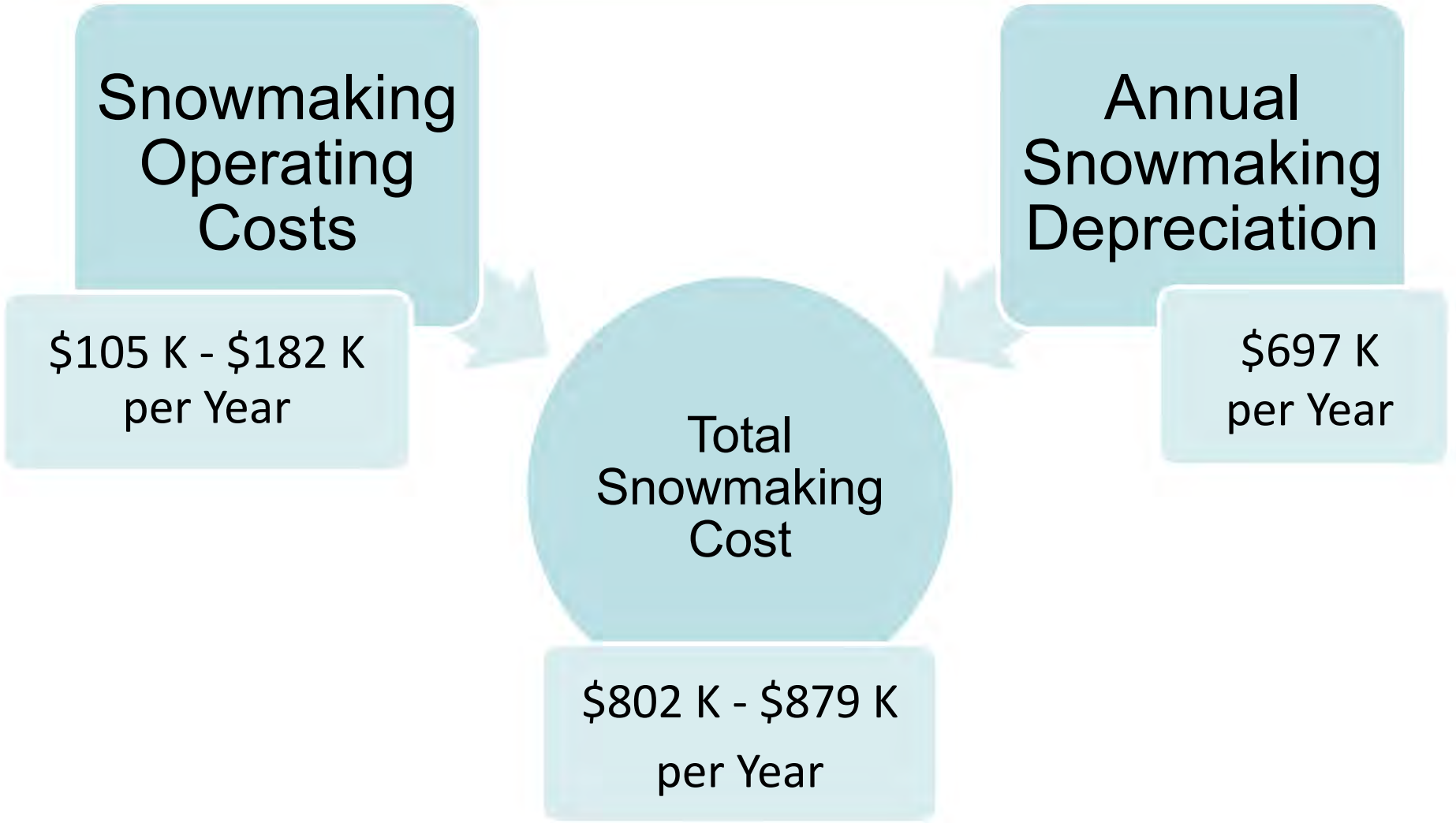
Operations & Maintenance Costs

Operations & Maintenance (O&M) Costs

ongoing costs required to keep utility running day to day - electricity, labor, materials, routine repairs, etc.

O & M Costs for Snowmaking (% Use by Year)				
Year	Motor/Pump Repair	Chlorine Costs *$0.076/ kgal*	Electrical Costs	Total Operating Costs (2025$)
2020	$- K	$6.23 K	$112 K	$146 K
2021	$- K	$6.76 K	$113 K	$142 K
2022	$2.19 K	$7.33 K	$124 K	$147 K
2023	$3.69 K	$8.71 K	$160 K	$182 K
2024	$3.98 K	$6.31 K	$92.0 K	$105 K

Proposed Snowmaking Rates



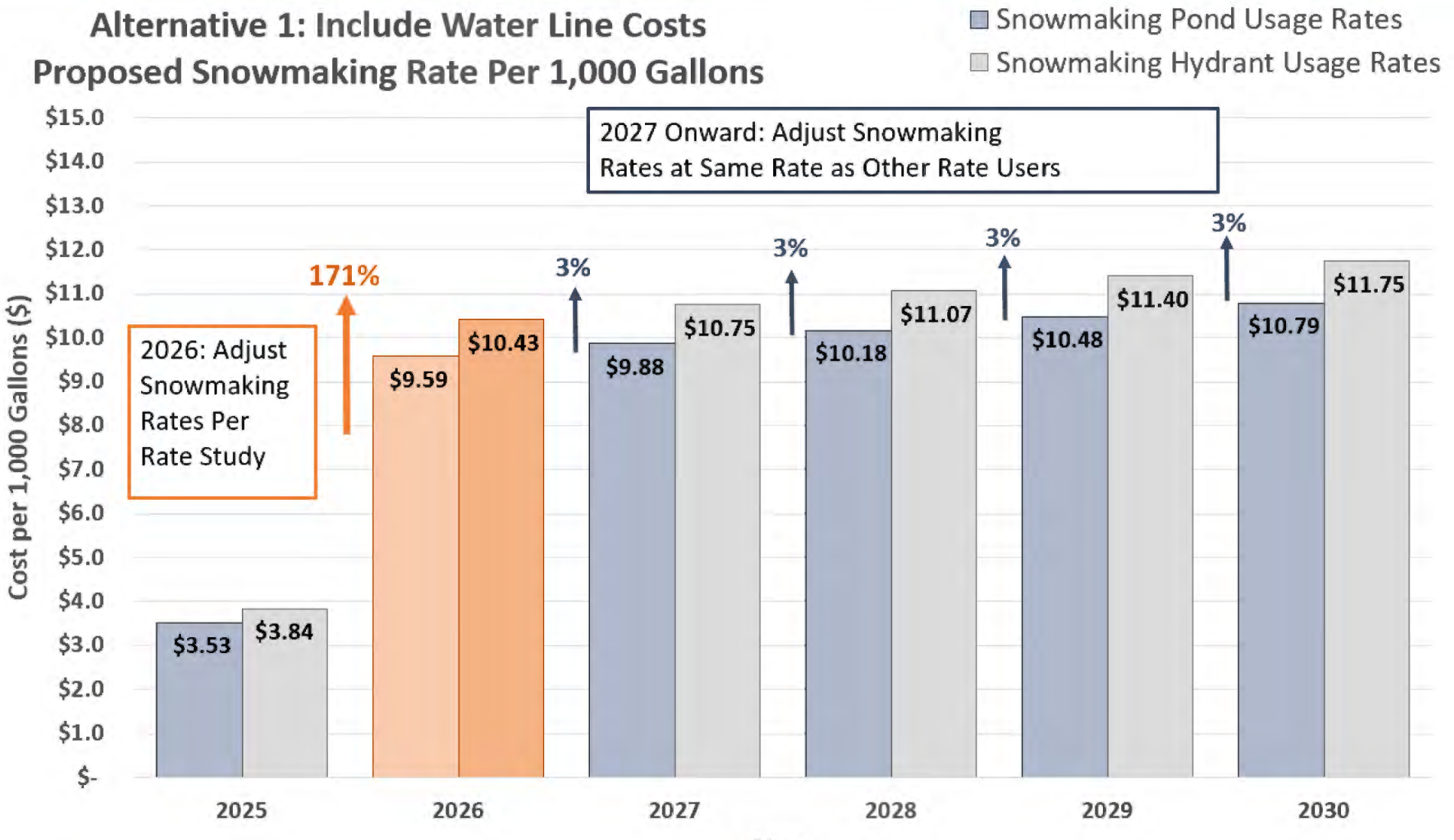
Proposed Snowmaking Rates

	Alternative 1	Alternative 2
	With Water Line Depreciation	Without Water Line Depreciation
Suggested Rate for Pond Usage	$9.59 / kgal	$6.87 / kgal
Suggested Rate for Hydrant Usage	$10.43 / kgal	$7.47 / kgal

Note: Both alternatives solely analyze the pond usage billing rates, maintaining the original billing structure for hydrant usage (hydrant usage is 8.7% higher than pond usage)

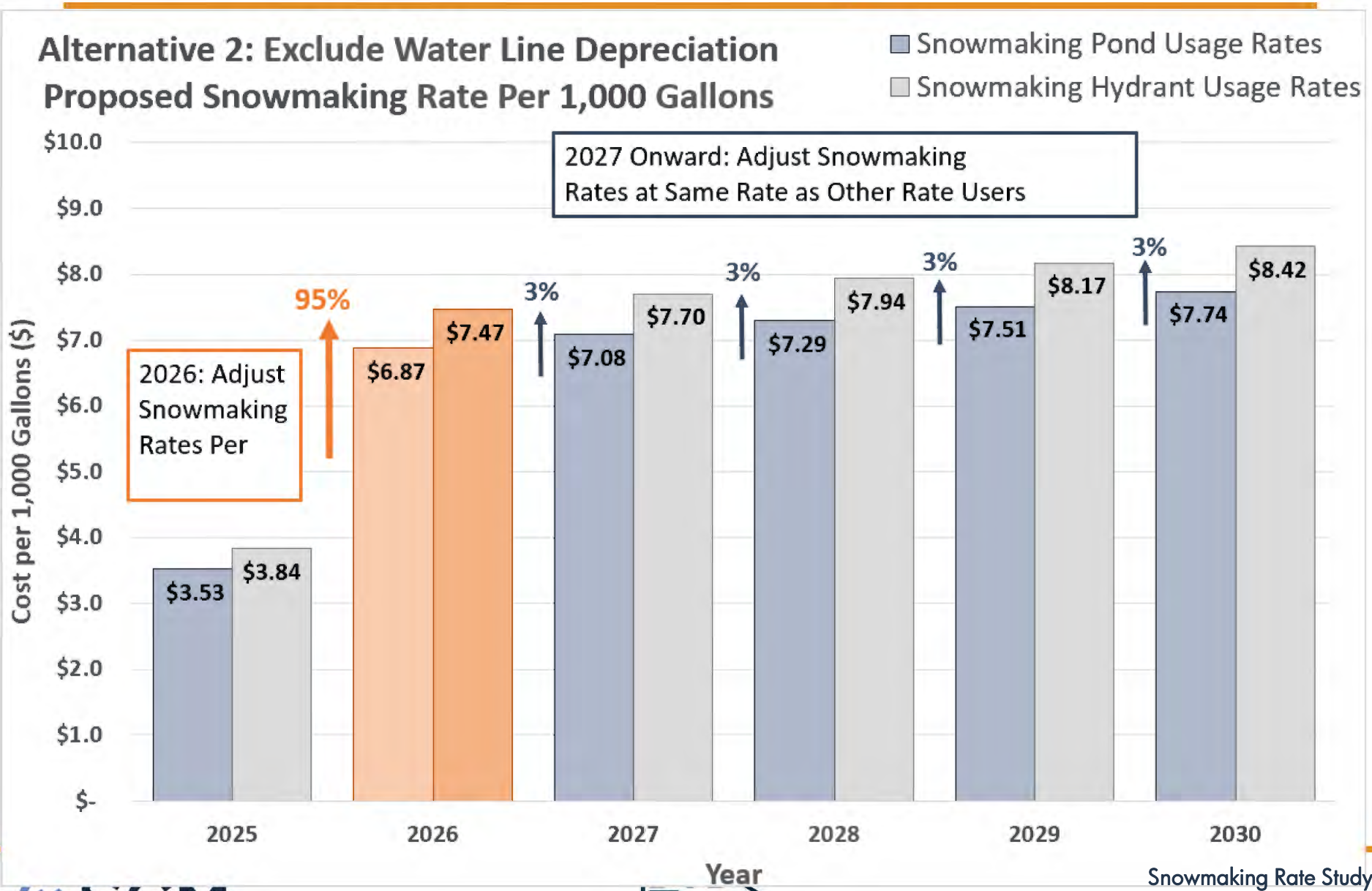
Proposed Snowmaking Rates

Alternative 1



Proposed Snowmaking Rates

Alternative 2



Impact on 2024 Reserve Study

2024 Capital Reserve Study used total future replacement costs for all Town's wholesale infrastructure, which includes part of the snowmaking infrastructure (Total bill increase $239 /EBU /month)

The snowmaking rates factor in TSG's fair share of capital depreciation (45% of snowmaking infrastructure depreciation)

With snowmaking depreciation covered by snowmaking rates, the monthly savings to be covered by water users decreases

	Alternative 1	Alternative 2
Monthly Customer Savings per EBU	↓ $18.67 ↓ 8%	↓ $12.30 ↓ 5%

Recommendations

The Town has been subsidizing the high cost of snowmaking water delivery and infrastructure maintenance while maintaining low snowmaking rates.

SGM recommends moving forward with Alternative 1.

This more accurately reflects actual financial burden from snowmaking on Town's infrastructure.

	Alternative 1
Suggested Rate for Pond Usage	$9.59 / kgal
Suggested Rate for Hydrant Usage	$10.43 / kgal
Monthly Customer Savings from Reserve Study per EBU	↓ $18.67 ↓ 8%

Questions?



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: July 9, 2025
RE: Work Session Discussion Regarding Village Center Subarea Commercial Space Project

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 August 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 August.

greensfelder
REAL ESTATE STRATEGY

- 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
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).[1]
- 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

[1] 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.[2] 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 *speak 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.

[2] 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.