



**Town Council
Monday, April 1, 2024
4:00 PM**

**You can watch the meeting live online on our website at tosv.com.
Agenda**

1. CALL TO ORDER

2. ROLL CALL

3. PROCLAMATIONS AND PRESENTATIONS

3.A. Proclamation No. 03, Series 2024 - National Donate Life Month
[Pages 4 24-03 National Donate Life Month Proclamation.pdf](#)

4. PUBLIC COMMENT

This section is set aside for the Town Council to LISTEN to comments by the public regarding items that do not otherwise appear on this agenda. Generally, the Town Council will not discuss the issue and will not take an official action under this section of the agenda. (Five Minute Time Limit)

5. CONSENT AGENDA

These are items where all conditions or requirements have been agreed to or met prior to the time they come before the Council for final action. A Single Public Hearing will be opened for all items on the Consent Agenda. These items will be approved by a single motion of the Council. The Mayor will ask if there is anyone present who has objection to such procedure as to certain items. Members of the Council may also ask that an item be removed from the consent section and fully discussed. All items not removed from the consent section will then be approved. A member of the Council may vote no on specific items without asking that they be removed from the consent section for full discussion. Any item that is removed from the consent agenda will be placed on the regular agenda.

5.A. 2024 Agenda Overview
[Pages 5-8 2024 Agenda Overview.pdf](#)

5.B. Minutes for Approval
[Pages 9-14 03-04-24 - TC Minutes - DRAFT.pdf](#)
[Pages 15-20 03-18-24 TC Minutes - DRAFT.pdf](#)

**5.C. Ordinance No. 05, Series of 2024 - Revise 2024 Budget / Finance Update -
Second Reading**
[Pages 21-22 Agenda Item Summary - Financial Update and Ordinance No. 05 2024-](#)

[2nd Reading.pdf](#)

[Pages 23-25 Ordinance 05, 2024 - 2nd Reading-Budget Revisions 2024.pdf](#)

[Pages 26-53 2023 Year-end Financial Update & 2024 revisions - Council Packet-2nd Reading.pdf](#)

5.D. IGA for AI Fire Camera for early fire detection

[Pages 54-55 Agenda Item Summary - Wildfire AI Camera funding.pdf](#)

[Pages 56-57 Resolution No. 09, Series 2024 - Approving Wildfire Camera IGA.pdf](#)

[Pages 58-66 Wildfire Camera IGA.pdf](#)

6. PUBLIC HEARINGS - QUASI-JUDICIAL HEARINGS

Public Hearings are the formal opportunity for the Town Council to LISTEN to the public regarding the issue at hand. For land use hearings the Council is required to act in a quasi-judicial capacity. When acting as a quasi-judicial body, the Council is acting in much the same capacity as a judge would act in a court of law. Under these circumstances, the judicial or quasi-judicial must limit its consideration to matters which are placed into evidence and are part of the public record. The Council must base their decision on the law and the evidence presented at the hearing.

6.A. Snowmass Mountain PUD

[Pages 67-68 Agenda Item Summary - Snowmass Mtn PUD Minor Amendment.pdf](#)

[Pages 69-72 Attachment A - Ord No. 07 of 2024_draft.pdf](#)

[Pages 73-76 Attachment B - PC Reso No. 2 of 2024.pdf](#)

[Pages 77-79 Attachment C - Staff Planning Summary Snowmass Mtn PUD Amend.pdf](#)

[Pages 80-91 Attachment D - 2017 PUD Guide_redline amendment.pdf](#)

[Pages 92-106 Attachment E - SkiCo Application Letter.pdf](#)

[Pages 107-112 Attachment F - Snowmass Mtn PUD Amend Referral Comments.pdf](#)

[Pages 113-114 Attachment G - Snowmass Mtn PUD Amend Public Comment.pdf](#)

[Pages 115-261 Attachment H - 2022 Master Development Plan & USFS Acceptance Letter.pdf](#)

7. POLICY/LEGISLATIVE PUBLIC HEARINGS

7.A. Ordinance No. 04 RE Housing Regulations - First Reading

[Pages 262-265 Agenda Item Summary - Housing Regulations Review and ordinance.pdf](#)

[Pages 266-280 Attachment A - Permanent Moderate Housing Regulations - CHANGES FROM 3.4 MEETING.pdf](#)

[Pages 281-295 Attachment B - Permanent Moderate Housing Regulations - consolidated changes.pdf](#)

[Pages 296-310 Attachment C - Permanent Moderate Housing Regulations - consolidated clean version.pdf](#)

[Pages 311-318 Attachment D - Ordinance No. 04, Series 2024 - to amend the Code and adopt the Regulations.pdf](#)

7.B. Ordinance No. 06 - RE Housing Regulations at the Crossings - First Reading

[Pages 319-320 Agenda Item Summary - Housing Regulations Review and ordinance #6.pdf](#)

[Pages 321-322 Attachment 1 - Ordinance No. 06, Series 2024 RE Crossings](#)

[provision.pdf](#)

8. ADMINISTRATIVE REPORTS

8.A. Summer Events Overview

[Pages 323 8A 1 Agenda Item Summary - Summer Event Schedule 4.1.24.pdf](#)

[Pages 324-325 SNOWMASS VILLAGE SUMMER EVENTS CALENDAR 2024.pdf](#)

[Pages 326-337 Summer Event Schedule Powerpoint.pdf](#)

8.B. Mall Transit Center Discussion

[Pages 338-340 Agenda Item Summary - Mall Transit Center.pdf](#)

[Pages 341-342 2024 Mall Transit Design Criteria.pdf](#)

[Pages 343-345 2024 Incremental Improvements.pdf](#)

[Pages 346-349 TOSV Design Concepts - SEH Review.pdf](#)

[Pages 350-354 Revised Drawings All plans.pdf](#)

8.C. Resolution RE Purchase of property

[Pages 355-356 Agenda Item Summary RE Snowmass Center contract to purchase real estate.pdf](#)

[Pages 357-358 Resolution No. 10, Series 2024 RE Snowmass Center Real Estate Contract.pdf](#)

[Pages 359-383 Snowmass Center Executed Contract to Buy and Sell Real Estate - Addendum.pdf](#)

9. TOWN COUNCIL REPORTS AND ACTIONS

Reports and Updates

10. ADJOURNMENT

**TOWN OF SNOWMASS VILLAGE
MAYORAL PROCLAMATION NO. 3
SERIES OF 2024**

**A PROCLAMATION
National Donate Life Month**

Whereas, April 2024 is the 21st National Donate Life Month, dedicated to raising awareness about organ, eye, and tissue donation, encouraging Americans to register as donors, and honoring those that have saved and healed lives through the gift of donation; and

Whereas, Colorado has been one of the leaders in the nation with a donor registry of 66.21% of driver license and ID card applicants signing up to be organ and tissue donors; and

Whereas, one donor can save up to 8 lives through organ donation, and save and heal more than 75 lives through tissue donation; and

Whereas, a record 307 heroic organ donors provided 918 lifesaving transplants in 2023, which is a 10.6% increase from the prior year; and Donor Alliance recovered tissue for transplant from 1,703 heroic tissue donors saving and healing with nearly 144,000 tissue grafts; and

Whereas, registering gives hope back to the more than 1,300 people waiting for a lifesaving organ transplant in Colorado and Wyoming, while compassionately celebrating donors and their families for the gift of life; and

Whereas, the Chris Klug Foundation, a national nonprofit that promotes organ, eye, and tissue donation awareness, reached a record-breaking 1,035,237 individuals nationwide in 2023 with their lifesaving message; and

Whereas, Organ, eye, and tissue donation would not be possible without our community coming together for a united purpose, by saying “Yes” to be an organ, eye, and tissue donor, you're not just checking a box, you're saving and healing lives.

NOW, THEREFORE, we, the Town of Snowmass Village Council, by virtue of the authority vested in us by the laws of Town of Snowmass Village and Colorado, do hereby proclaim March 2024 as Red Cross Month. We encourage all citizens of the Town of Snowmass Village, Colorado to support the humanitarian mission of the American Red Cross.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Town of Snowmass Village, Colorado to be affixed this 1st day of April 2024.

TOWN OF SNOWMASS VILLAGE

Bill Madsen, Mayor

ATTEST:

Megan Harris Boucher, Town Clerk

DRAFT 2024 Agenda Items

- Regular Meetings begin at 4:00 p.m. unless otherwise noted
- Work Sessions begin at 4:00 p.m. and aim to end at 6:00 p.m.
- The dates on which agenda items are listed are only a best approximation. Agenda items are added to this list as they arise. Agenda items may well be moved to different meeting dates. Agendas are generally not finalized until the Thursday prior to the meeting.
- In addition to agenda items, this document also lists expected absences of Town Council members. In compliance with section 2-49 of the municipal code, once the consent agenda is approved, the absences noted will be considered to have received the prior approval necessary of the majority of the Council for members to be absent from meetings.

Topic to incorporate:

- Lighting Regulations Discussion (May?)
- MJ signage regs / tax rate should they be revised?

Monday March 18 – Regular Meeting – 4pm

- Reso for CGRB recommendations and distribution of funds
- Adopt Grant Criteria for 2024-25 grant Cycle
- Early warning/ fire camera funding IGA?
- ORD - to revise 2024 budget/ financial update – First Reading
- Reso – Certs & Assurances
- CIP Updates
- Exec session- legal advice

Monday April 1 – Regular Meeting

- Proclamation – National Donate Life Month
- Summer event overview
- Snowmass Mountain PUD
- ORD - to revise 2024 budget/ financial update – second Reading
- ORD - Housing Regulation X2 – First Reading
- IGA for IA Fire Camera
- Reso RE Property Purchase
- Transportation study

Monday April 8 – Work Session

- Holy Cross Update
- Connecting the Nodes Update
- Little Red Schoolhouse Site Visit (or May depend on snow/revised plan)

Monday April 15 – Regular Meeting

- Snowmass Mountain PUD?
- SAAB Program review and consideration
- Draw site Owner Review?
- ORD - Bs and Cs Update - Ord – First Reading
-

Monday May 6 – Regular Meeting

- ORD - Housing Regulation X2 – 2nd Reading?

As Of: Thursday, March 28, 2024

DRAFT 2024 Agenda Items

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Monday May 13 – Work Session

- Lighting Code Discussion

Monday May 20 – Regular Meeting

- Sen. Will visit?

Monday June 3 – Regular Meeting

- Sen. Will Visit?

-

EOTC – Thursday June 6 – Twon of Snowmass Village

Monday June 10 – Work Session

Monday June 17 – Regular Meeting

Monday July 1 – Regular Meeting

- Election Reso auth to participate & IGA with Pitkin (or July 15th – has to be delivered to Cty 100 days prior to Election on 7/28/24)

-

Monday July 8 – Work Session

- B & C application & appointment procedure update
- **Rep. Velasco visit**

-

Monday July 15 – Regular Meeting

Monday Aug 5 – Regular Meeting

- Election – Reso Re Ballot Language or 8/19/24 (Ballot Language has to be to Cty by 9/6/24)

-

Monday Aug 12 – Work Session

Monday Aug 19 – Regular Meeting

EOTC – Thursday August 22 – Pitkin County

Tuesday Sept 3 – Regular Meeting

- Review Leash Laws

-

Monday Sept 9 – Work Session

Monday Sept 16 – Regular Meeting

Monday Oct 7 – Regular Meeting

As Of: Thursday, March 28, 2024

DRAFT 2024 Agenda Items

- Budget
-

Monday Oct 14 – Work Session

- Budget

Monday Oct 21 – Regular Meeting

- POST Grant – 1st reading?

EOTC – Thursday October 24 – City of Aspen

Wednesday Nov 6 – Regular Meeting

- GID Meeting - Adopting the GID Budget
- Budget Adoption
- B & C Applications

Tuesday Nov 12 – Work Session

Monday Nov 18 – Regular Meeting

- B & C Interviews
- POST Grant – 2nd reading
- New Council Members Oath of Office

Monday Dec 2 – Regular Meeting

- Reso RE 2024 Meeting Dates
- Reso on Delinquent Solid Waste / Trash
-

Monday Dec 9 – Special Meeting

- GID Meeting – set Mill Levy

Monday Dec 16 – Regular Meeting

- B & C Resolution appointing new Members

In 2025 - Town Attorney and Town Clerk provide an Ordinance to Review Town Ordinances – Required every five years since 1994 Re-codification Adoption per the Town Charter. See Ord 19, Series 2020 as example.

Topics for Work Sessions or Other Meetings Requested by Town Council Members

- Schedule Updates will all of the Town Boards to review priorities and current initiatives.
 - EAB
 - FAB
 - PTRAB

As Of: Thursday, March 28, 2024

DRAFT 2024 Agenda Items

- POSTR
- Marketing
- Grants – Recent Awards; Review of Criteria; Purpose, etc.
- SAAB
- Planning

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Town Council
Town Council Meeting Minutes
Monday, March 4, 2024

4:00 PM

130 Kearns Road

Town Council Chambers

Snowmass Village, CO, 81615

You can watch the meeting live online on our website at tosv.com

Mayor Madsen called to order the Regular Meeting of the Snowmass Village Town Council on Monday March 4, 2024, at 4:00 pm.

A complete live recording of this meeting can be found at www.tosv.com under Town Council Meetings. This meeting will be archived indefinitely, allowing you to view it at anytime.

1) CALL TO ORDER

2) ROLL CALL

Council Members Present: Susan Marolt, Alyssa Shenk, Tom Fridstein, Bill Madsen, and Britta Gustafson.

Council Members Absent: None.

Staff Present: Clint Kinney, Town Manager; Jeff Conklin, Town Attorney; Greg LeBlanc, Assistant Town Manager; Brian Olson, Police Chief; Betsy Crum, Housing Director; Terri Everest, Assistant Housing Director; Mitch Osur, Operations and Compliance Manager; Sam Guarino, Transportation Director; and Megan Harris Boucher, Town Clerk.

Public Present: Jacque Whitsitt, Jay Shumaker, Deborah Madsen, Shannon Meyer, Chonnie Jacobson, Sarah Hirsch, Petronella Strijbos Arthur, and Scott Arthur.

3) **PROCLAMATIONS AND PRESENTATIONS**

3.A) Proclamation for March Red Cross Month

[Page 4 Red Cross Proclamation.pdf](#) 

Mayor Madsen welcomed Jacque Whitsitt from the local chapter of the Red Cross. Mayor read Proclamation No. 02, Series of 2024 recognizing March as American Red Cross Month. Whitsitt thanked the Council, the Town of Snowmass Village and the community for all past and future volunteers, who help make tough situations more manageable.

4) **PUBLIC COMMENT**

None.

5) **CONSENT AGENDA**

5.A) Town Council 2024 Agenda Overview

[Pages 5-8 2024 Agenda Overview.pdf](#) 

5.B) Minutes for approval

[Pages 9-15 02-05-24 TC Minutes - Draft.pdf](#) 

[Pages 16-21 02-20-24 TC Minutes - Draft.pdf](#) 

Councilmember Shenk sent a few small corrections which she sent to the Clerk.

5.C) Resolution - Fox Run HOA Trail Easement

[Pages 22-23 Agenda Item Summary - Easement Agreement - Fox Run.pdf](#) 

[Pages 24-25 Reso No 05, 2024 - Easement Agreement - Fox Run.pdf](#) 

[Pages 26-31 Trail Easement Agreement - Fox Run.pdf](#) 

Councilmember Fridstein abstained from this part of the Consent Agenda due to conflict.

5.D) Resolution Tamarack Townhomes HOA Easement

[Pages 32-33 Agenda Item Summary - Easement Agreement - Tamarack.pdf](#) 

[Pages 34-35 Reso No 6, 2024 - Easement Agreement - Tamarack.pdf](#) 

[Pages 36-44 Easement - Tamarack to Town - FINAL.pdf](#) 

Councilmember Shenk noted that there is a period missing at the end of paragraph D.

Councilmember Shenk motioned to approve the Consent Agenda. Councilmember Gustafson seconded. All in favor. Councilmember Fridstein abstained.

6) **PUBLIC HEARINGS - QUASI-JUDICIAL HEARINGS**

7) **POLICY/LEGISLATIVE PUBLIC HEARINGS**

7.A) Ordinance - Revised Housing Regulations - First Reading

Pages 45-47 Agenda Item Summary - Housing Regulations Review & Ordinance.pdf 

Pages 48-61 Attachment A - Permanent Moderate Housing Regulations - redline version.pdf 

Pages 62-75 Attachment B - Permanent Moderate Housing Regulations - clean version.pdf 

Pages 76-83 Attachment C - Ordinance - Permanent Moderate Housing Regulations-v2 - First Reading.pdf 

Housing Director Betsy Crum summarized the agenda item and gave some background information on the history of the discussion regarding permanent moderate housing regulations and the Chapter 17 Municipal Code.

Town Attorney suggested that a goal of this Ordinance is to more neatly consolidate this in the Code and have these code provisions have the authority to adopt the rules. These code provisions are adopted by Ordinance so there are no issues with their application to real property. In addition, Conklin clarified that staff plan to come back at a later date to clean up this part of the code so that all the regulations are included in one location in the code. He further recommended to approve the substantive parts now so that later it is a clean up of the code and a simpler process.

Councilmember Shenk had several questions and pointed out some typos. Some of the items discussed by Council included definition of qualified applicants; clarification on Permanent Moderate Housing being the term for all of TOSV deed restricted housing; definition of the Roaring Fork Drainage vs the Colorado River Drainage vs just listing the towns; the need to clean up language in several sections; the need to check that references are correct; the difference between unoccupied business owned property for remodel and sale vs occupied business owned property for long term income; permissibility of business owned property for their employees to live in; section on licensed home occupation regarding people working from home and the 1400 hours and 80% income from SMV or 1600 and 70%; working from home vs working out of their home; and differences between each tier in the current regulations.

Council discussed Local Priority as written in redline version of the Revised Housing Regulations. Several Councilmembers wanted more employment years counted toward the kids who grew up in the Village. One Councilmember supported how it is written in the packet. Council discussed the temp absence of these local kids due to work experience and educational absence and how that can be accounted for in the language.

Discussion continued with dissenting views and looking for middle ground. Question – if they move here in 6th grade and graduate from Aspen High School, that gives them 4 or 6 years of work credit – Council decided to split the difference and give them 5 years of work credit.

Council discussed the Crossings inheritance regulations; retirement options with inheritance/sale of property to children; downsize incentives; general lack of housing; possible provision for a surviving minor to stay in a home after parents' death until high school graduation; requirement and timeframe to sell other property when qualifying and the process of enforcing that timeframe; reworking the requalification affidavit to reflect possible unoccupied business owned property as previously discussed; and possible additional language to the resale fee section along the lines of "fee as approved annually by the Town Council in the Budget."

Town Council went on to discuss the Ordinance and language, consistency, and clean up conflicts.

Council would like to bring it back for first reading on March 18th or April 1 with the items discussed incorporated into the regulations.

8) ADMINISTRATIVE REPORTS

8.A) [Request from Response RE Capital Campaign](#)
[Pages 84-86 Agenda Item Summary - Response grant request.pdf](#) 
[Pages 87 Response Letter.pdf](#) 

Kinney summarized the Agenda Item regarding Response's ask for additional funding towards their Capital Program for the facility being built in Basalt. Executive Director Shannon Meyer, appearing virtually, expanded and clarified the increase in project budget and explanation for the increases. Meyer asked for another 20k from TOSV. Their projected opening date for the shelter is January 2025. Chief Olson added information regarding the law enforcement partnership with Response and support for the project.

Councilmember Marolt motion to approve the additional contribution. Councilmember Gustafson seconded. All in favor.

8.B) [Leash Zone Discussion](#)
[Pages 88-89 Agenda Item Summary - Leash law Requested Changes.pdf](#) 
[Pages 90-93 Town Council Ordinance No 07, 2023.pdf](#) 
[Pages 94-95 Town Council Ordinance No 10, 2023.pdf](#) 
[Pages 96-104 Seasons 4 Request & Public Comment emails.pdf](#) 
[Pages 105-129 CCTH Request.pdf](#) 

Kinney and Olson summarized the agenda item and gave a brief history. Kinney continued by asking how the Council might want to proceed. Staff recommended not to change anything for the first year. Town has received two requests - Seasons 4 and Country Club Town Homes.

Council briefly discussed and decided to allow the situation play out with regards to the new Ordinances and see if additional zones are needed. Proposed revisiting the discussion in 6-12 months.

Public Comment -

Scott Arthur, lives in Seasons 4. He agreed with Council and Chief Olson. No need for a change to leash zone and additional Ordinance.

8.C) [Mall Transit Discussion](#)

[Pages 130-132 Agenda Item Summary - Mall Transit Discussion.pdf](#) 

[Pages 133-137 PC Reso 2, 2023 Transit Center Special Review.pdf](#) 

[Pages 138-166 Transit Center Designs 1984-2024.pdf](#) 

Transportation Director San Guarino summarized the agenda item and asked for direction on how to proceed with several proposed solutions at the Mall Transit location. The council has received drawings for an improved depot that includes enhanced pedestrian access, increased capacity, and other improvements. However, there are concerns from residents and council members about the design and its alignment with community needs.

The discussion revolved around whether to proceed with incremental improvements as proposed by Guarino or explore alternative designs. There was discussion about the potential loss of a \$13.5 million federal grant if the design deviates from the original plan that was withdrawn in 2023. Some participants advocate for a comprehensive redesign to address longstanding community concerns, while others express concerns about the timeline and potential funding challenges associated with a new design.

Various issues were raised, including the integration of shuttle services, safety considerations, parking arrangements, and community feedback. Participants emphasized the importance of community engagement and the need for a clear plan before proceeding with any design changes. There was also a discussion about the involvement of developers and the potential for mixed-use development at the transportation site.

The Council consensus was that more discussion and exploration of design options are needed before making any decisions. Council would like to discuss and further evaluate different design proposals based on past criteria, community feedback and feasibility considerations at the upcoming Work Session on March 11th.

9) [TOWN COUNCIL REPORTS AND ACTIONS](#)

197 None.

198 **10) EXECUTIVE SESSION**

199 10.A) Executive Session

200 [Pages 167-168 Agenda Item Summary Exec Session.pdf](#) 

201
202 Mayor Madsen read the legal language for the Executive Session. At 7:08 pm
203 Councilmember Fridstein motioned to go into Executive Session. Councilmember
204 Gustafson seconded. All in favor. Councilmember Shenk did not attend the Executive
205 Session.

206 At 8:13 pm, Councilmember Fridstein moved to adjourn the Executive Session and
207 reconvene the Regular Meeting, Councilmember Marolt seconded. All in favor.

208 Immediately following, Councilmember Fridstein moved to adjourn the Regular Meeting,
209 Councilmember Marolt seconded. All in favor.

210 **11) ADJOURNMENT**

211 Adjourned at 8:14 pm.

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213
214 The Snowmass Village Town Council approved this set of meeting minutes at their
215 Regular Meeting on Monday, April 1, 2024.

216 Submitted By,

217
218
219
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221 _____
222 Megan Harris Boucher, Town Clerk



Town Council
Town Council Meeting Minutes
Monday, March 18, 2024

4:00 PM

130 Kearns Road

Town Council Chambers

Snowmass Village, CO, 81615

You can watch the meeting live online on our website at tosv.com

Mayor Madsen called to order the Regular Meeting of the Snowmass Village Town Council on Monday March 18, 2024, at 4:00 pm.

A complete live recording of this meeting can be found at www.tosv.com under Town Council Meetings. This meeting will be archived indefinitely, allowing you to view it at anytime.

1) [CALL TO ORDER](#)

2) [ROLL CALL](#)

Council Members Present: Susan Marolt, Alyssa Shenk, Tom Fridstein, Bill Madsen, and Britta Gustafson.

Council Members Absent: None.

Staff Present: Clint Kinney, Town Manager; Jeff Conklin, Town Attorney; Greg LeBlanc, Assistant Town Manager; Anne Martens, Public Works Director; Mike Horvath, Senior Project Manager; and Megan Harris Boucher, Town Clerk.

Public Present: Lucy Peterson, Jay Shumaker, Dara Erck, Cara Haugan, Caroline Heivly, Judy Clauson and Hunt Walker.

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3) **PROCLAMATIONS AND PRESENTATIONS**

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4) **PUBLIC COMMENT**

Hunt Walker – Former TOSV Public Works and Transportation Director. Made comments on Mall Transit Solution options that the Council is considering and gave some valuable history of how the Town got to this point. He asked them to base their decision on the passenger experience. Walker pointed out that the SMV shuttles depot on Daly lane was always just a temporary solution. He pointed out how important it is for the regional and local transport to be convenient and at the same location.

Walker congratulated the Town for the round-about at Wood and Brush Creek Roads. He believes there is a need to do the Owl Creek and Brush Creek Roads round-about. In addition, he commented on not being in favor of allowing the Crossings properties to be passed down and lived in by children of the owners.

Jay Shumaker – Architect and longtime owner in SMV. Commented on talks with Romero regarding projects and Jim Gustafson's past views on SMV development. He continued and commented on the future of the Town Center as well as the Town parking lots and proposal to building on top for housing.

5) **CONSENT AGENDA**

5.A) 2024 Agenda Overview

[2024 Agenda Overview Pg 5](#) 

Councilmember Gustafson suggested a site visit to the Little Red Schoolhouse with story posts or reference drawings. Looking at layout and scale. Staff will look at schedule and add it to a Work session possibly in April/May.

5.B) Minutes for approval

[02-26-24 TC Special Meeting Minutes - Draft pg 9](#) 

5.C) FTA Grant Master Agreement RE Certifications and Assurances - Resolution

[1 Agenda Summary FTA 2024 Certifications & Assurances pg 10](#) 

[2 Reso 24-08 FTA 2024 Certifications & Assurances pg 12](#) 

[3 FTA Fiscal Year 2024 Certifications & Assurances pg 14](#) 

Councilmember Shenk pointed out a small typo in the Resolution regarding the date.

Councilmember Fridstein motioned to approve the Consent Agenda. Councilmemembr Gustafson seconded. All in favor.

6) **PUBLIC HEARINGS - QUASI-JUDICIAL HEARINGS**

7) **POLICY/LEGISLATIVE PUBLIC HEARINGS**

7.A) [Ordinance - Revise 2024 Budget / Finance Update - First Reading](#)

[1 TC Agenda Summary - Financial Update and Ordinance No. 05 2024-1st Reading pg 36](#)

[2 Ordinance 05, 2024 - 1st Reading-Budget Revisions 2024 pg 39](#)

[3 2023 Year-end Financial Update & 2024 revisions - Council Packet-FINAL pg 42](#)

Finance Director Marianne Rakowski summarized the agenda item and highlighted some changes to revenues and additional expenditures to be added to the 2024 revised budget. Highlights included:

- Decreased revenues by \$215,832 for county sales taxes. Staff did project a lower sales tax for 2023, but the tax came in even lower than that. Therefore, since the 2024 budget was based on the 2023 projected, we are revising the county sales tax number to be based on the 2023 actual figure plus 3%.
- Increased expenses by \$20,000 for the contribution to Response. This contribution will come from the Tobacco/Marijuana tax reserve funds.
- Increased expenses in Human Resources to add \$5K for the holiday party.
- Added \$40,000 in expenditures for the Towns contribution towards an early warning fire detection camera to be used by multiple fire districts (the actual expense will be considered/approved with an upcoming Intergovernmental Agreement).
- Added \$20K to the Housing Fund to replace the Palisades laundry equipment in 2024 rather than in 2025.

Kinney concluded that it was good news all around. Included is a summary page for each fund to help clarify. Kinney congratulated Marianne and her department for their continued hard work and conservative approach.

Councilmember Shenk motioned to approve Ordinance No. 05, Series of 2024 on First Reading. Councilmember Marolt seconded. All in favor.

Second reading will be 4/1/24 during Consent Agenda.

8) ADMINISTRATIVE REPORTS

8.A) [CGRB recommendations & Resolution](#)

[1 Agenda Summary CGRB recommendations pg 70](#)

[2 24-07 Resolution EXPENDITURE OF FUNDS BUDGETED FOR GRANT CONTRACTS pg 72](#)

[3 CGRB 2024 recommendations - final numbers pg 74](#)

[4 Grants at a Glance 2024 for Council pg. 75](#)

[5 02-26-24 CGRB Minutes - Draft pg 91](#)

[6 CGRB Report 2024 pg 98](#)

Councilmember Shenk and Gustafson recused themselves for conflict.

Town Clerk and staff liaison to the CGRB Megan Boucher summarized the agenda item

and introduced the board members. Chair Cara Haugan presented their report, which was provided in the packet. They respectfully asked for Council to increase total funds.

Councilmembers Fridstein, Marolt and Mayor Madsen asked some clarifying questions and thanked the board for their review of the applications and recommendations.

Council pointed out that there are more and more mental health issues in our communities. If Council decides to add to the fund suggested the CGRB earmark those additional funds specifically for Mental Health. Council suggested continuing that part of the discussion after the vote on this resolution so that Councilmembers Shenk and Gustafson can contribute to the discussion.

Councilmember Fridstein motioned to approve Resolution No. 07, Series of 2024. Councilmember Marolt seconded. All in favor. 3 approve and 0 deny.

8.B) [Grant Criteria for 2025](#)
[Agenda Summary Grant Criteria Discussion pg 101](#)

Kinney summarized the agenda item and opened it for discussion. Council discussed wording of the criteria, the possibility of increasing the funds, and the timeline of the application process changing to still starting December 1st but going longer to January 15th. Council seemed to be interested in awarding these grants with more of a purpose in an effort to not dilute the whole.

Council suggested changing the wording slightly to:
"Health and Human Services agencies that provide a continuum of health care services including prevention, intervention, treatment, education, scholarships and outreach programs; and/or non-profit organization that addresses significant problems such as, but not limited to, the natural environment, sustainability, health or welfare of our community and seeks to enrich the quality of life for the community of Snowmass Village."

Council directed staff to increase funding to 200K for this grant process in the 2025 budget.

Councilmember Fridstein moved to approve the revised criteria and look to increase to 200K in 2025. Councilmember Gustafson seconded. All in favor.

8.C) [CIP Updates](#)
[CIP Update pg 103](#)
[Exhibit A Highline Gas Project Map pg 105](#)
[Exhibit B BrushCreekRB-Exhibit with Retaining Walls reduced pg 106](#)

Public Works Director Anne Martens and Senior Project Manager Mike Horvath summarized the agenda item and highlighted some information from the packet and expanded on some details on specific projects.

Highlights included the Highline Road Gas/Fiber/Multimodal project, the Culvert Projects, Donny White curve walkway on the outside of the curve, Owl Creek & Brush Creek Roads Roundabout renderings, traffic control plans for different projects, connecting the nodes discussion, hard surface trail improvements, Lot 13 retaining wall, Woodbridge improvements, the Snowmass Vaults in the Snowmelt on Carriage Way, and the Town Park/Rodeo project.

Horvath will bring the Connecting of the Nodes line item and specifically connecting Snowmass Center and Base Village back to Council in April.

Fiber update included that phase two is advertised for bid as of last week. This will finish the middle mile project and connect all the Town facilities. Plan is to complete that this summer.

Kinney clarified some feedback the Town has received regarding limited parking down by Town Park Station due to not only construction but also mud, a common occurrence this time of year in that location. Number of solutions are being pursued but bottom line is focus on the goal of completing the project by June 1st to be ready for the Rodeo season.

9) TOWN COUNCIL REPORTS AND ACTIONS

Councilmember Marolt would like the next Coffee/Drink with Council to be scheduled so that a group of young professionals and parents who would like to meet with Council. It was decided that 4 pm Monday March 25 for a Drink with Council, TBA location.

Councilmemembr Shenk - NWCCOG meeting next week. In addition, Thursday May 2 in Silverthorne 9am-3:30pm is the NWCCOG regional summit. They have sessions on their community survey results, the Colorado Housing and Finance Authority, a panel on balancing resident focus and visitor focus continuum and an entrepreneurship session in the afternoon. Shenk hopes others consider attending as well. She attended an Our Community Listens three-day training. It was a great opportunity for local staff to have this training. The last Kind Neighbor dinner in this coming Thursday.

Mayor Madsen also commented on the Kind Neighbor dinner and that they are getting increased attendance. He attended the RFTA meeting where they continued succession planning. Nordic Trails are quickly melting but they will keep grooming as long as they can. The loan program for equipment was well used and they hope to expand for next year into kid equipment.

Councilmember Fridstein confirmed that CORE will have no elected officials on the board as of January 1, 2025.

Councilmember Gustafson Sister Cities meeting had a great presentation by the Adaptive Ski Exchange program from Bariloche, Argentina. Illustrating that the Sister

Cities program is more than just the student exchange program. The Adaptive Ski program is sharing, helping and learning from Challenge Aspen. In addition, they have Arts and Culture, Medical, Ski patrol AND student exchanges.

Council reminded all of the upcoming Eagle County Community Ski Day. Both Madsen & Shenk will attend.

10) EXECUTIVE SESSION

10.A) Executive Session for the following purpose:

- a) For determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and instructing negotiators pursuant to C.R.S. 24-6-402(4)(e) and Snowmass Village Municipal Code Section 2-45(c)(5), more specifically related to: Potential property purchase; and
- b) For a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions pursuant to C.R. S. 24-6-402(4)(b) and Snowmass Village Municipal Code Section 2-45(c)(2), more specifically related to: quarterly update from Town Attorney.

[Exec Session summary](#) 

Mayor Madsen read the legal language for the Executive Session. At 6:26 pm Councilmember Fridstein motioned to go into Executive Session. Councilmember Marolt seconded. All in favor.

At 7:53 pm, Mayor Madsen moved to adjourn the Executive Session and reconvene the Regular Meeting, Councilmember Marolt seconded. All in favor. Immediately following, Councilmember Marolt moved to adjourn the Regular Meeting, Councilmember Fridstein seconded. All in favor.

11) ADJOURNMENT

Adjourned at 7:53 pm.

The Snowmass Village Town Council approved this set of meeting minutes at their Regular Meeting on Monday, April 1, 2024.

Submitted By,

Megan Harris Boucher, Town Clerk

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

April 1, 2024

AGENDA ITEM:

Consideration of ORDINANCE NO. 5, SERIES OF 2024-SECOND READING OF **AN ORDINANCE AMENDING THE 2024 BUDGET FOR THE GENERAL FUND, RETT FUND, ROAD FUND, TOURISM FUND, HOUSING FUND, POST FUND, CAPITAL EQUIPMENT RESERVE FUND, AND THE CAPITAL IMPROVEMENT PROJECT FUND FOR THE TOWN OF SNOWMASS VILLAGE.**

PRESENTED BY:

Clint Kinney, Town Manager
Marianne Rakowski, Finance Director

BACKGROUND:

At the March 18th meeting, Staff reviewed the 2023 unaudited year-end financial numbers for the Town funds.

Following the review of the information on March 18, 2023, there is the second reading of an ordinance, amending the 2024 budget and appropriating funds for expenditure in 2024. Understanding that the 2024 budget is first formally presented in October of 2023 several of the 2024 project costs need to be updated to reflect the carryforward project funds from 2023.

The amendments to the 2024 budget are detailed in the attachments.

FINANCIAL IMPACT:

Ordinance No. 5, Series of 2024 revises the 2024 adopted budget and appropriates these funds for spending.

The revisions to the 2024 budget are primarily carryover expenditures or unspent funds from 2023. These expenditures were appropriated for the 2023 budget, but because the projects(s)/expenditures were not completed in 2023, staff is requesting that the remaining funds for the attached items be re-budgeted into the 2024 revised budget.

The Ordinance also approves some changes to revenues and additional expenditures to be added to the 2024 revised budget as listed below:

General Fund:

- Decrease revenues by \$215,832 for county sales taxes. Staff did project a lower sales tax for 2023, but the tax came in even lower than that. Therefore, since the 2024 budget was based on the 2023 projected, we are revising the county sales tax number to be based on the 2023 actual figure plus 3%.
- Increase expenses by \$20,000 for the contribution to Response. This contribution will come from the Tobacco/Marijuana tax reserve funds.
- Increase expenses in Human Resources to add \$5K for the holiday party.
- Added \$40,000 in expenditures for the Towns contribution towards an early warning fire detection camera to be used by multiple fire districts (the actual expense will be considered/approved with an upcoming Intergovernmental Agreement).

Housing Fund:

Added \$20K to replace the Palisades laundry equipment in 2024 rather than in 2025.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

The Town Budget remains one of the keystone policy documents the Town Council adopts. It is the primary tool to pay for and implement Town Council goals. Reviewing 2023 financial numbers and revising the 2024 budget will ensure the Council's goals and objectives can continue to be met.

COUNCIL OPTIONS:

1. Approve, Modify or Deny Ordinance No. 5, Series of 2024.

STAFF RECOMMENDATION:

It is the recommendation of Town Staff that the Council

Approve the Second Reading of Ordinance No. 5, Series of 2024 revising the 2024 budget.

ATTACHMENTS:

- A. Ordinance No. 5, Series of 2024
- B. 2023 unaudited financial information/2024 budget amendments

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AN ORDINANCE AMENDING THE 2024 BUDGET FOR THE GENERAL FUND, RETT FUND, ROAD FUND, TOURISM FUND, HOUSING FUND, POST FUND, CAPITAL EQUIPMENT RESERVE FUND, AND THE CAPITAL IMPROVEMENT PROJECT FUND FOR THE TOWN OF SNOWMASS VILLAGE.

WHEREAS, the 2024 amendments include changes to the General Fund, the RETT Fund, the Road Fund, the Tourism Fund, the Housing Fund, the POST Fund, the Capital Equipment Reserve Fund, and the Capital Improvement Project Fund; and

WHEREAS, the RETT Fund is revised to include expenditures that were part of the 2023 budget and were not expended in 2023, but are anticipated to be expended in 2024 for building/equipment capital reserve projects; and

WHEREAS, the Tourism Fund is revised to include expenditures that were part of the 2023 budget and were not expended in 2023, but are anticipated to be expended in 2024 for office noise mitigation, ice age initiatives and office equipment; and

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WHEREAS, the POST Grant Fund is revised to include revenues and expenditures that were part of the 2023 budget and were not received or expended in 2023, but are anticipated to be expended in 2024 for police officer training; and

WHEREAS, the Capital Equipment Reserve Fund is revised to include expenditures that were part of the 2023 budget and were not expended in 2023, but are anticipated to be expended in 2024 for the replacement of a variety of vehicles and equipment; and

WHEREAS, the Capital Improvement Project Fund is revised to include revenues and expenditures that were part of the 2023 budget and were not received or expended in 2023, but are anticipated to be received including additional funding and to be expended in 2024 for numerous projects and to include changes in revenues and expenditures to reflect additional revenues and expenditures; and

WHEREAS, the Town of Snowmass Village Home Rule Charter requires adjustments to the budget when circumstances change relating to the budget.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Snowmass Village, Colorado:

Section One: Revised Budget

That the Town of Snowmass Village 2024 budget for the General Fund, RETT Fund, Road Fund, Tourism Fund, Housing Fund, the POST Fund, the Capital Equipment Reserve Fund, and the Capital Improvement Project Fund be adjusted to include the below amendments.

Section Two: Appropriation

That the below 2024 revised revenues and expenditures are hereby appropriated for expenditure during the 2024 budget year.

Section Three: Effective Date

This Ordinance shall become effective upon adoption in accordance with Article X, Section 9.11 (e) of the Home Rule Charter.

**Town of Snowmass Village
Budget Changes - 2024**

	2024	2024
	<u>Revenues</u>	<u>Expenditures</u>
General Fund	\$ (175,832)	\$ 1,465,499
RETT Fund		\$ 141,082
Road Fund		\$ 403,896
Tourism Fund		\$ 138,000
Housing Fund		\$ 20,000
POST Fund	\$ 25,344	\$ 25,344
CERF Fund		\$ 850,474
CIP Fund	\$ 372,924	\$ 4,446,167
TOTAL	\$ 222,436	\$ 7,490,462

INTRODUCED, READ AND ADOPTED on first reading by the Town Council of Snowmass Village, Colorado on the 18th day of March, 2024 with a motion made by Councilmember Shenk and seconded by Councilmember Marolt and by a vote of 5 in favor to 0 opposed.

INTRODUCED, READ AND ADOPTED on second reading by the Town Council of Snowmass Village, Colorado on the 1st day of April, 2024 with a motion made by _____ and seconded by _____, and by a vote of ___ in favor to ___ opposed. A roll call was taken, those in favor were _____, those opposed were _____.

TOWN OF SNOWMASS VILLAGE

Bill Madsen, Mayor

ATTEST:

Megan Harris Boucher, Town Clerk

2023 Year-end Financial Summary (Unaudited)

(minus figures are unfavorable)

MAJOR FUNDS:		Category	2023 Budget	2023 Actual	Variance	2024 March Revisions	2024 TOTAL
General Fund	Revenues	\$	27,302,758	\$ 29,485,530.55	\$ 2,182,773	\$ (175,832)	\$ (175,832)
	Expenses	\$	31,156,563	\$ 25,939,917.98	\$ 5,216,645	\$ 1,465,499	\$ 1,465,499
	Fund Balance-Restrict/Assigned	\$	14,512,250	\$ 17,271,745.67	\$ 2,759,496	\$ -	
	Fund Balance-Available	\$	8,998,922	\$ 13,638,844.33	\$ 4,639,922	\$ -	
	TOTAL Fund Balance	\$	23,511,172	\$ 30,910,590.00	\$ 7,399,418	\$ 1,641,331	\$ 1,641,331
RETT Fund	Revenues	\$	6,625,252	\$ 7,510,321.45	\$ 885,069	\$ -	\$ -
	Expenses	\$	15,676,455	\$ 15,026,317.12	\$ 650,138	\$ 141,082	\$ 141,082
	Fund Balance-Restrict/Assigned	\$	4,529,816	\$ 4,670,897.74	\$ 141,082	\$ -	
	Fund Balance-Available	\$	1,172,035	\$ 2,566,159.92	\$ 1,394,125	\$ -	
	TOTAL Fund Balance	\$	5,701,850	\$ 7,237,057.66	\$ 1,535,207	\$ 141,082	\$ 141,082
Road Fund	Revenues	\$	2,620,956	\$ 2,800,482.73	\$ 179,527	\$ -	\$ -
	Expenses	\$	3,123,574	\$ 2,750,455.56	\$ 373,118	\$ 403,896	\$ 403,896
	Fund Balance-Restrict/Assigned	\$	282,598	\$ 686,494.66	\$ 403,896	\$ -	
	Fund Balance-Available	\$	168,739	\$ 317,487.77	\$ 148,749	\$ -	
	TOTAL Fund Balance	\$	451,337	\$ 1,003,982.43	\$ 552,645	\$ 403,896	\$ 403,896
Excise Tax Fund	Revenues	\$	249,323	\$ 1,567,749.93	\$ 1,318,427	\$ -	\$ -
	Expenses	\$	805,000	\$ 800,000.00	\$ 5,000	\$ -	\$ -
	Fund Balance-Restrict/Assigned	\$	-	\$ -	\$ -	\$ -	
	Fund Balance-Available	\$	1,215,736	\$ 2,539,162.85	\$ 1,323,427	\$ -	
	TOTAL Fund Balance	\$	1,215,736	\$ 2,539,162.85	\$ 1,323,427	\$ -	\$ -
Tourism Fund	Revenues	\$	11,693,221	\$ 14,058,361.70	\$ 2,365,141	\$ -	\$ -
	Expenses	\$	13,969,328	\$ 13,006,258.55	\$ 963,069	\$ 138,000	\$ 138,000
	Fund Balance-Restrict/Assigned	\$	11,256,889	\$ 13,656,297.63	\$ 2,399,409	\$ -	
	Fund Balance-Available	\$	-	\$ 928,801.22	\$ 928,801	\$ -	

TOTAL Fund Balance	\$	11,256,889	\$	14,585,098.85	\$	3,328,210	\$	138,000	\$	138,000
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OTHER FUNDS:

Category					2024			
		2023 Budget	2023 Actual	Variance	March		2024	
					Revisions		TOTAL	
Lottery Fund	Revenues	\$ 35,470	\$ 49,322.58	\$ 13,853	\$ -		\$ -	
	Expenses	\$ 23,000	\$ 23,000.00	\$ -	\$ -		\$ -	
	Fund Balance-Restrict/Assigned	\$ -	\$ -	\$ -	\$ -			
	Fund Balance-Available	\$ 112,451	\$ 126,303.76	\$ 13,853	\$ -			
	TOTAL Fund Balance	\$ 112,451	\$ 126,303.76	\$ 13,853	\$ -		\$ -	
REOP Fund	Revenues	\$ 8,323	\$ 270,134.72	\$ 261,812	\$ -		\$ -	
	Expenses	\$ 330,000	\$ 240,000.00	\$ 90,000	\$ -		\$ -	
	Fund Balance-Restrict/Assigned	\$ -	\$ -	\$ -	\$ -			
	Fund Balance-Available	\$ 549,768	\$ 901,579.53	\$ 351,812	\$ -			
	TOTAL Fund Balance	\$ 549,768	\$ 901,579.53	\$ 351,812	\$ -		\$ -	
CIP Fund	Revenues	\$ 54,536,514	\$ 23,901,106.96	\$ (30,635,407)	\$ 372,924		\$ 372,924	
	Expenses	\$ 67,703,370	\$ 16,455,183.36	\$ 51,248,187	\$ 4,446,167		\$ 4,446,167	
	Fund Balance-Restrict/Assigned	\$ 504,525	\$ 20,675,061.00	\$ 20,170,536	\$ -			
	Fund Balance-Available	\$ 1,320,702	\$ 1,762,945.87	\$ 442,244	\$ -			
	TOTAL Fund Balance	\$ 1,825,227	\$ 22,438,006.87	\$ 20,612,780	\$ 4,819,091		\$ 4,819,091	
CERF	Revenues	\$ 1,804,109	\$ 1,898,952.80	\$ 94,844	\$ -		\$ -	
	Expenses	\$ 2,370,397	\$ 1,070,886.50	\$ 1,299,511	\$ 850,474		\$ 850,474	
	Fund Balance-Restrict/Assigned	\$ 5,243,643	\$ 6,637,997.20	\$ 1,394,354	\$ -			
	Fund Balance-Available	\$ -	\$ -	\$ -	\$ -			
	TOTAL Fund Balance	\$ 5,243,643	\$ 6,637,997.20	\$ 1,394,354	\$ 850,474		\$ 850,474	
Housing Fund	Revenues	\$ 3,106,589	\$ 3,653,288.12	\$ 546,699	\$ -		\$ -	
	Expenses	\$ 3,078,018	\$ 3,044,736.72	\$ 33,281	\$ 20,000		\$ 20,000	
	Fund Balance-Restrict/Assigned	\$ 1,717,874	\$ 1,805,345.99	\$ 87,472	\$ -			
	Fund Balance-Available	\$ 157,941	\$ 650,449.62	\$ 492,509	\$ -			
	TOTAL Fund Balance	\$ 1,875,815	\$ 2,455,795.61	\$ 579,981	\$ 20,000		\$ 20,000	

Carriageway Fund	Revenues	\$	194,919	\$	200,666.23	\$	5,747
	Expenses	\$	186,250	\$	184,275.41	\$	1,975
	Fund Balance-Restrict/Assigned	\$	-	\$	-	\$	-
	Fund Balance-Available	\$	49,863	\$	57,584.97	\$	7,722
	TOTAL Fund Balance	\$	49,863	\$	57,584.97	\$	7,722

\$	-
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\$	-

OTHER FUNDS:		Category					
		2023 Budget	2023 Actual	Variance		2024	
Snowmass Inn Fund	Revenues	\$	637,544	\$	600,037.33	\$	(37,507)
	Expenses	\$	537,135	\$	528,619.06	\$	8,516
	Fund Balance-Restrict/Assigned	\$	-	\$	-	\$	-
	Fund Balance-Available	\$	506,324	\$	477,333.11	\$	(28,991)
	TOTAL Fund Balance	\$	506,324	\$	477,333.11	\$	(28,991)

2024	
March	
Revisions	
\$	-
\$	-
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Debt Service Fund	Revenues	\$	262,194	\$	263,448.90	\$	1,255
	Expenses	\$	262,194	\$	261,593.50	\$	601
	Fund Balance-Restrict/Assigned	\$	15,165	\$	17,020.77	\$	1,855
	Fund Balance-Available	\$	-	\$	-	\$	-
	TOTAL Fund Balance	\$	15,165	\$	17,020.77	\$	1,855

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POST Fund	Revenues	\$	207,755	\$	182,410.86	\$	(25,344)
	Expenses	\$	207,755	\$	182,410.86	\$	25,344
	Fund Balance-Restrict/Assigned	\$	-	\$	-	\$	-
	Fund Balance-Available	\$	-	\$	-	\$	-
	TOTAL Fund Balance	\$	-	\$	-	\$	-

\$	25,344
\$	25,344
\$	-
\$	-
\$	50,688

GRAND TOTALS	Revenues	\$	109,284,927	\$	86,441,815	\$	(22,843,112)
	Expenses	\$	139,429,039	\$	79,513,655	\$	59,915,384
	Fund Balance-Restrict/Assigned	\$	38,062,760	\$	65,420,861	\$	27,358,101
	Fund Balance-Available	\$	14,252,481	\$	23,966,653	\$	9,714,172
	TOTAL Fund Balance	\$	52,315,241	\$	89,387,514	\$	37,072,272

\$	222,436
\$	7,490,462
\$	-
\$	-
\$	7,268,026

TOWN OF SNOWMASS VILLAGE
GENERAL FUND - BUDGET SUMMARY

Note: Minus variance figures are unfavorable

<u>BUDGET SUMMARY</u>	2022	2023	2023	2023	2024	2024	2024
	<u>Actual</u>	<u>BUDGET</u>	<u>Actual</u>	<u>Variance</u>	<u>BUDGET</u>	<u>Revised</u>	<u>Variance</u>
BEGINNING FUND BALANCE	\$ 25,938,794.18	\$ 27,364,977.43	\$ 27,364,977.43	\$ -	\$ 25,827,021.43	\$ 30,910,590.00	\$ 5,083,568.57
OPERATING REVENUES	\$ 24,617,640.10	\$ 24,859,011.00	\$ 27,582,120.59	\$ 2,723,109.59	\$ 26,559,994.00	\$ 26,384,162.00	\$ (175,832.00)
--Cougar Canyon-payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OPERATING EXPENDITURES	\$ (18,262,560.73)	\$ (22,678,794.00)	\$ (20,475,679.53)	\$ 2,203,114.47	\$ (24,359,643.00)	\$ (24,364,643.00)	\$ (5,000.00)
Transfer Out-CERF	\$ (330,000.00)	\$ (330,000.00)	\$ (330,000.00)	\$ -	\$ (330,000.00)	\$ (330,000.00)	\$ -
Capital Outlay	\$ (117,203.14)	\$ (194,450.00)	\$ (155,228.12)	\$ 39,221.88	\$ (217,900.00)	\$ (222,882.00)	\$ (4,982.00)
TOTAL REVENUES	\$ 24,617,640.10	\$ 24,859,011.00	\$ 27,582,120.59	\$ 2,723,109.59	\$ 26,559,994.00	\$ 26,384,162.00	\$ (175,832.00)
TOTAL EXPENDITURES	\$ (18,709,763.87)	\$ (23,203,244.00)	\$ (20,960,907.65)	\$ 2,242,336.35	\$ (24,907,543.00)	\$ (24,917,525.00)	\$ (9,982.00)
Net Operating Rev's/Exp	\$ 5,907,876.23	\$ 1,655,767.00	\$ 6,621,212.94	\$ 4,965,445.94	\$ 1,652,451.00	\$ 1,466,637.00	\$ (185,814.00)

OTHER REVENUES/EXPENDITURES

OTHER:	\$ 664,243.38	\$ (927,970.00)	\$ 503,582.60	\$ 1,431,552.60	\$ (61,934.00)	\$ (422,672.00)	\$ (360,738.00)
--Aspen School District - Property Tax Revenue	\$ 516,114.86	\$ 510,000.00	\$ 512,857.08	\$ 2,857.08	\$ 510,000.00	\$ 510,000.00	\$ -
--Aspen School District - Property Tax Payment & Collctn Fees	\$ (500,000.00)	\$ (510,000.00)	\$ (500,000.00)	\$ 10,000.00	\$ (510,000.00)	\$ (510,000.00)	\$ -
--Marijuana/Cigarette Tax Revenues	\$ 207,114.05	\$ 205,840.00	\$ 188,587.21	\$ (17,252.79)	\$ 191,543.00	\$ 191,543.00	\$ -
--Marijuana/Cigarette Tax Exp-Mental Health Svc \$80K/Homeless :	\$ -	\$ (80,000.00)	\$ (80,000.00)	\$ -	\$ (100,000.00)	\$ (100,000.00)	\$ -
--Marijuana/Cigarette Tax Exp-One-times-Response/Homeless	\$ -	\$ (50,000.00)	\$ (50,000.00)	\$ -	\$ -	\$ (20,000.00)	\$ (20,000.00)
--CARES Grant-Transp	\$ 216,544.00			\$ -			\$ -
--ARP Grant Funds	\$ 686,687.53			\$ -			\$ -
--Lease Proceeds (GASB 87)	\$ 168,142.13		\$ 22,058.26	\$ 22,058.26	\$ 246,381.00	\$ 246,381.00	\$ -
--Lease Expense (GASB 87)	\$ (168,142.13)		\$ (22,058.26)	\$ (22,058.26)	\$ (246,381.00)	\$ (246,381.00)	\$ -
TRANSFER OUT-CIP	\$ (5,762,000.00)	\$ (4,002,000.00)	\$ (4,002,000.00)	\$ -	\$ (2,680,557.00)	\$ (2,680,557.00)	\$ -
TRANSFER OUT-Housing	\$ -	\$ (14,150.00)	\$ (14,150.00)	\$ -	\$ -	\$ -	\$ -
Crossings Home purchase	\$ (605,614.60)						\$ -
Emp Housing Sales	\$ -	\$ 810,907.00	\$ 810,907.34	\$ 0.34	\$ -	\$ -	\$ -
ONE-TIME REVENUES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ONE-TIME EXPENDITURES	\$ (832,396.89)	\$ (2,279,199.00)	\$ (724,384.67)	\$ 1,554,814.33	\$ (1,414,101.00)	\$ (2,488,880.00)	\$ (1,074,779.00)
Base Village-One time Revenues	\$ 1,017,614.69	\$ 917,000.00	\$ 369,000.07	\$ (547,999.93)	\$ 1,306,325.00	\$ 1,306,325.00	\$ -
Base Village-One time Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
COP-Portion paid by reserve from Cougar Canyon	\$ (90,000.00)	\$ (90,000.00)	\$ (90,000.00)	\$ -	\$ (90,000.00)	\$ (90,000.00)	\$ -
NET--OTHER REVENUE/EXPENDITURES	\$ (4,481,692.98)	\$ (5,509,572.00)	\$ (3,075,600.37)	\$ 2,433,971.63	\$ (2,848,724.00)	\$ (4,304,241.00)	\$ (1,455,517.00)
SRA LEASE INCOME	\$ -	\$ -	\$ -		\$ -	\$ -	
ENDING FUND BALANCE	\$ 27,364,977.43	\$ 23,511,172.43	\$ 30,910,590.00	\$ 7,399,417.57	\$ 24,630,748.43	\$ 28,072,986.00	\$ 3,442,237.57

<u>FUND BALANCE-DESIGNATIONS/RESERVES</u>	2022	2023	2023	2023	2024	2024	2024
	<u>Actual</u>	<u>Actual</u>	<u>Actual</u>	<u>Variance</u>	<u>BUDGET</u>	<u>Revised</u>	<u>Variance</u>
DESIGNATIONS/RESERVES:							
INVENTORY	\$ 189,297.42	\$ 160,000.00	\$ 313,245.10	\$ 153,245.10	\$ 190,000.00	\$ 300,000.00	\$ 110,000.00
PREPAID EXPENSES	\$ 115,697.85	\$ 100,000.00	\$ 59,746.19	\$ (40,253.81)	\$ 120,000.00	\$ 100,000.00	\$ (20,000.00)
TABOR - RESERVE	\$ 669,239.18	\$ 669,239.18	\$ 719,637.92	\$ 50,398.74	\$ 669,239.00	\$ 719,637.92	\$ 50,398.92
TOWN HALL COP-COUGAR CANYON	\$ 720,000.00	\$ 630,000.00	\$ 630,000.00	\$ -	\$ 540,000.00	\$ 540,000.00	\$ -
HOLY CROSS ENHANCEMENT FUNDS	\$ 500,764.45	\$ 103,556.45	\$ 138,539.93	\$ 34,983.48	\$ 220,578.49	\$ 249,535.14	\$ 28,956.65
BUILDING/EQUIPMENT RESERVE FUNDS	\$ 1,227,729.06	\$ 429,759.19	\$ 790,497.00	\$ 360,737.81	\$ 497,825.19	\$ 497,825.19	\$ -
RESERVE FOR INSURANCE LIABILITY	\$ 770,323.00	\$ 793,432.00	\$ 793,432.00	\$ -	\$ 817,235.00	\$ 817,235.00	\$ -
RESERVE FOR 2023 EXPENDITURES IN 2024	\$ 614,330.00	\$ -	\$ 1,400,499.00	\$ 1,400,499.00	\$ -	\$ -	\$ -
COMCAST-PEG FEE RESERVE	\$ 19,969.51	\$ 27,069.51	\$ 27,274.76	\$ 205.25	\$ 34,169.51	\$ 34,374.76	\$ 205.25
MARIJUANA/CIGARETTE TAX RESERVE	\$ 525,962.11	\$ 601,802.11	\$ 584,549.32	\$ (17,252.79)	\$ 673,470.05	\$ 656,092.76	\$ (17,377.29)
BASE VILLAGE-COMMUNITY PURPOSE	\$ 161,570.00	\$ 161,570.00	\$ 161,570.00	\$ -	\$ 161,570.00	\$ 161,570.00	\$ -
GRANT FUND	\$ 3,378,118.27	\$ 3,378,118.27	\$ 3,378,118.27	\$ -	\$ -	\$ -	\$ -
EMERGENCY RESERVE-30%	\$ 7,385,292.03	\$ 7,457,703.30	\$ 8,274,636.18	\$ 816,932.88	\$ 7,967,998.20	\$ 7,915,248.60	\$ (52,749.60)
TOTAL APPROPRIATIONS:	\$ 16,278,292.88	\$ 14,512,250.01	\$ 17,271,745.67	\$ 2,759,495.66	\$ 11,892,085.44	\$ 11,991,519.37	\$ 99,433.93
FUNDS AVAILABLE:	\$ 11,086,684.55	\$ 8,998,922.42	\$ 13,638,844.33	\$ 4,639,921.91	\$ 12,738,662.99	\$ 16,081,466.63	\$ 3,342,803.64

TOTAL FUND BALANCE	\$	27,364,977.43	\$	23,511,172.43	\$	30,910,590.00	\$	7,399,417.57	\$	24,630,748.43	\$	28,072,986.00	\$	3,442,237.57
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Town of Snowmass Village Budget Analysis for 2023 year-end and 2024 revised.

(minus figures are unfavorable)

General Fund-2023 Year-End

	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>Variance</u>
Revenues -	\$ 27,302,758	\$ 29,485,531	\$ 2,182,773
County & Town Sales Taxes	(Cty down 7.67%/Twn up 13.16% to budget)	\$	106,905
Building Permit Fees	(Add'l building permits received than budgeted-more building activity)	\$	573,831
Bldg Plan Check Fees	(Add'l plan checks received than budgeted-more building activity)	\$	170,633
Solid Waste Fees	(Actual solid waste revenues were higher than budgeted...mostly in misc rolls)	\$	211,359
Recreation Memberships	(Increase in adult memberships, black Friday sale, family memberships)	\$	128,991
Recreation Fees	(Most of the increase is from the Pickleball league and privates)	\$	61,661
Mountain Bike Program	(Program was not as big as they anticipated)	\$	(140,900)
Ski Corp Contributions	(Reflects increase in skier visits for the 2022/2023 ski season from budget)	\$	469,878
Interest Income	(Increase in interest rates from budget)	\$	1,634,194
Transfer in - RETT Fund	(Dec in Parks/Trails/Rec Center expenses and increase in recreation revenues)	\$	(509,150)
Other Revenue Sources	Other Revenue Sources	\$	15,707
Total 2023 Operating Revenue Variance			\$ 2,723,109

Marijuana/Tobacco Tax	(Sales of Marijuana & Tobacco lower than budgeted)	\$	(17,253)
Lease Proceeds	(Accounting entry per GASB 87 to record leases now on financials)	\$	22,058
Base Village	(One-time building/planning revenues)	\$	(548,000)
Other Revenue Sources		\$	2,858
Total 2023 Other Revenue Variance			\$ (540,337)

Total 2023 Revenue Variance **\$ 2,182,773**

Expenditures-	\$ 31,156,563	\$ 25,939,918	\$ 5,216,645
Personnel Services	(Payroll, Payroll Benefits, Training svgs from budget)	\$	1,669,346
Purchased Services	(Legal fees/Contract Service/Consultants/Util/Maint Agreements)	\$	250,159
Grants/Donations	(Tips Program)	\$	617
Operating & Maintenance	(Pvg Rw Matrls/Equip/Misc/Advertising/Dues, Memb/Veh Exp)	\$	282,993
Sub-Total 2023 Expenditure Variance			\$ 2,203,114

Capital Outlay	(Solid Waste containers/Fac Mntn - truck topper/Finance-office wall/Police Software)	\$	39,222
Sub-Total 2023 Operating Expenditure Variance			\$ 2,242,336

Other Expenditures	(Bldg/Equip Resrve Used/Health Ins Svgs/Misc)	\$	1,441,553
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Lease Expenses	(Accounting entry per GASB 87 to record leases now on financials)	\$	(22,058)
One-time Expenditures	(TH Backup Pwr/Software/Early Childhd/Summer Pkg Program/Art Projects, etc.) (Note: Many One-time projects continued or moved to 2024)	\$	1,554,814
Total 2023 Expenditure Variance		\$	5,216,645

General Fund-2024 Revisions

		2024 Revisions	
Revenues - Operating		\$	(175,832)
County Sales Taxes	(Reduce to reflect decrease in 2023 actual)	\$	(215,832)
Zero Emissions Grant	(Grant moved from '23 to '24--offsets \$40K in One-times)	\$	40,000
Total 2024 Revenue Revisions		\$	(175,832)

Expenditures-Operating & Capital	\$	(1,465,499)
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ONE-TIME EXPENDITURES

2023 Budgeted expenditures reserved at 12/31/23 to be spent in 2024

Capital-Town Council	(Continue with Early Childhood Education & Assessment Study)	\$	(202,609)
Capital-Town Manager	(Continue with Enterprise Content Mgmt/Camera System Upgrades/Comm Engagement)	\$	(89,235)
Capital-Community Development	(Land Use Code Updates)	\$	(10,000)
Capital-PW Fleet	(Fuel System Upgrade/Diesel Exhaust Fluid System)	\$	(80,000)
Capital-Recreation	(Spin Bikes)	\$	(30,000)
Capital-Finance	(Carryover funding for Executime-timekeeping system/software updates)	\$	(63,124)
Capital-Transportation	(ADA Lift/Electric Vehicle Plan)	\$	(90,000)
Capital-PW Admin	(Continue with Public Works backup power)	\$	(49,565)
Capital-Arts	(Carryover funding for art projects)	\$	(166,942)
Capital-Facility Maintenance	(Continue with Town Hall backup power/Bottle Fill Stations/Bldg Plan Update/Software)	\$	(253,304)
Sub-total		\$	(1,034,779)

SGM-Capital Reserves Used	(Complete projects)	\$	(360,738)
Finance-Office Wall	(Complete office wall with door)	\$	(4,982)

Additions to 2024 Budget

Response	(Contribution for 2024)	\$	(20,000)
Fire Department	(AI camera's for fire watch)	\$	(40,000)
Holiday Party	(Add'l funding)	\$	(5,000)

Total 2024 Expenditure Variance	\$	(1,465,499)
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**TOWN OF SNOWMASS VILLAGE
REAL ESTATE TRANSFER TAX
BUDGET SUMMARY**

Note: Minus variance figures are unfavorable

DESCRIPTION	2022 <u>Actual</u>	2023 <u>Budget</u>	2023 <u>Actual</u>	2023 <u>Variance</u>	2024 <u>Budget</u>	2024 <u>Revised</u>	2024 <u>Variance</u>
BEGINNING FUND BALANCE	\$16,564,227.23	\$14,753,053.33	\$14,753,053.33	\$0.00	\$4,671,326.33	\$7,237,057.66	\$2,565,731.33
Revenues	\$ 5,525,868.23	\$ 6,625,252.00	\$ 7,510,321.45	\$885,069.45	\$ 6,724,350.00	\$ 6,724,350.00	\$0.00
Transfer Out-CERF	\$ (740,000.00)	\$ (740,000.00)	\$ (740,000.00)	\$ -	\$ (740,000.00)	\$ (740,000.00)	\$0.00
Expenditures	\$ (1,558,014.39)	\$ (2,481,138.00)	\$ (1,972,082.32)	\$ 509,055.68	\$ (2,443,985.00)	\$ (2,443,985.00)	\$0.00
TOTAL REVENUES	\$ 5,525,868.23	\$ 6,625,252.00	\$ 7,510,321.45	\$885,069.45	\$ 6,724,350.00	\$ 6,724,350.00	\$0.00
TOTAL EXPENDITURES	\$ (2,298,014.39)	\$ (3,221,138.00)	\$ (2,712,082.32)	\$ 509,055.68	\$ (3,183,985.00)	\$ (3,183,985.00)	\$0.00
Net Operating Rev's/Exp	\$ 3,227,853.84	\$ 3,404,114.00	\$ 4,798,239.13	\$ 1,394,125.13	\$ 3,540,365.00	\$ 3,540,365.00	\$ -
Capital Bldg/Equip Reserve Used	\$ (138,135.74)	\$ (285,317.00)	\$ (144,234.80)	\$ 141,082.20	\$ (75,721.00)	\$ (216,803.00)	(\$141,082.00)
TRANSFER OUT-CIP	\$ (4,900,892.00)	\$ (12,170,000.00)	\$ (12,170,000.00)	\$ -	\$ (2,125,000.00)	\$ (2,125,000.00)	\$0.00
ENDING FUND BALANCE	\$14,753,053.33	\$5,701,850.33	\$7,237,057.66	\$1,535,207.33	\$6,010,970.33	\$8,435,619.66	\$2,424,649.33
FUND BALANCE-DESIGNATIONS/RESERVES	2022 <u>Actual</u>	2023 <u>Budget</u>	2023 <u>Actual</u>	2023 <u>Variance</u>	2024 <u>Budget</u>	2024 <u>Revised</u>	2024 <u>Variance</u>
Capital Equipment Reserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Capital Bldg/Equipment Reserve	\$565,132.54	\$529,815.54	\$670,897.74	\$141,082.20	\$704,094.54	\$704,094.74	\$0.20
Emergency Reserve	\$4,000,000.00	\$4,000,000.00	\$4,000,000.00	\$0.00	\$4,000,000.00	\$4,000,000.00	\$0.00
Funds Available	\$10,187,920.79	\$1,172,034.79	\$2,566,159.92	\$1,394,125.13	\$1,306,875.79	\$3,731,524.92	\$2,424,649.13
TOTAL FUND BALANCE	\$14,753,053.33	\$5,701,850.33	\$7,237,057.66	\$1,535,207.33	\$6,010,970.33	\$8,435,619.66	\$2,424,649.33

RETT Fund-2023 Year-End

(minus figures are unfavorable)

	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>Variance</u>
Revenues -	\$ 6,625,252	\$ 7,510,321	\$ 885,069
RETT Taxes	(Less resales in 2023 vs. 2022)	\$	(210,638)
Other Revenue Accounts	(Interest Income)	\$	1,095,707
Total 2023 Revenue Variance		\$	885,069
Expenditures-	\$ 15,676,455	\$ 15,026,317	\$ 650,138
Transfers Out to General Fund	(Dec in Parks/Trails/Rec Center expenses and increase in recreation revenues)	\$	509,150
Building/Equipment Reserve	(Building/Equipment reserve expenditures moved to 2024)	\$	141,082
Remaining Expenditures		\$	(94)
Total 2023 Expenditure Variance		\$	650,138

RETT Fund-2024 Revisions

			<u>2024 Revisions</u>
Revenues -		\$	-
Total 2024 Revenue Revisions		\$	-
Expenditures-Operating & Capital		\$	(141,082)
Building/Equipment Reserve	(Complete projects)	\$	(141,082)
Total 2024 Expenditure Variance		\$	(141,082)

TOWN OF SNOWMASS VILLAGE
ROAD MILL LEVY FUND
BUDGET SUMMARY

Note: Minus variance figures are unfavorable

DESCRIPTION	2022	2023				2024		
	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>		<u>Budget</u>	<u>Revised</u>	<u>Variance</u>
CARRYOVER	\$941,027.63	\$953,955.26	\$953,955.26	\$0.00		\$511,803.26	\$1,003,982.43	\$492,179.17
REVENUES	\$ 2,642,066.71	\$ 2,620,956.00	\$ 2,800,482.73	\$ 179,526.73		\$ 3,646,460.00	\$ 3,646,460.00	\$ -
Transfer Out-CERF	\$ (350,000.00)	\$ (350,000.00)	\$ (350,000.00)	\$ -		\$ (350,000.00)	\$ (350,000.00)	\$ -
EXPENDITURES	\$ (2,279,139.08)	\$ (2,773,574.00)	\$ (2,400,455.56)	\$ 373,118.44		\$ (2,537,696.00)	\$ (2,941,592.00)	\$ (403,896.00)
TOTAL REVENUES	\$ 2,642,066.71	\$ 2,620,956.00	\$ 2,800,482.73	\$ 179,526.73		\$ 3,646,460.00	\$ 3,646,460.00	\$ -
TOTAL EXPENDITURES	\$ (2,629,139.08)	\$ (3,123,574.00)	\$ (2,750,455.56)	\$ 373,118.44		\$ (2,887,696.00)	\$ (3,291,592.00)	\$ (403,896.00)
Net Operating Rev's/Exp-with Capital	\$ 12,927.63	\$ (502,618.00)	\$ 50,027.17	\$552,645.17		\$ 758,764.00	\$ 354,868.00	(\$403,896.00)
Transfer out-CIP	\$ -	\$ -	\$ -	\$ -		\$ (805,847.00)	\$ (805,847.00)	\$ -
YEAR END CARRYOVER	\$953,955.26	\$451,337.26	\$1,003,982.43	\$552,645.17		\$464,720.26	\$553,003.43	\$88,283.17
Appropriation from Year End Carryover	2022 <u>Actual</u>	2023 <u>Budget</u>	2023 <u>Actual</u>	2023 <u>Variance</u>		2024 <u>Budget</u>	2024 <u>Revised</u>	2024 <u>Variance</u>
BUILDING/EQUIPMENT RESERVE	\$671,533.37	\$282,598.37	\$686,494.66	\$ 403,896.29		\$436,803.37	\$436,803.66	\$ 0.29
FUNDS AVAILABLE	\$282,421.89	\$168,738.89	\$317,487.77	\$ 148,748.88		\$27,916.89	\$116,199.77	\$ 88,282.88
Year End Appropriation	\$953,955.26	\$451,337.26	\$1,003,982.43	\$552,645.17		\$464,720.26	\$553,003.43	\$88,283.17

Road Fund-2023 Year-End

(minus figures are unfavorable)

	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>Variance</u>
Revenues -	\$ 2,620,956	\$ 2,800,483	\$ 179,527
Property Taxes		\$	11,279
Other Revenue Accounts (Occupancy Assessments/Interest Income)		\$	168,248
Total 2023 Revenue Variance		\$	179,527
Expenditures-	\$ 3,123,574	\$ 2,750,456	\$ 373,118
Transfers Out to General Fund (Inc in Road Division utility expense)		\$	(32,051)
Building/Equipment Reserve (Building/Equipment reserve moved to 2024)		\$	403,896
Remaining Expenditures		\$	1,273
Total 2023 Expenditure Variance		\$	373,118

Road Fund-2024 Revisions

	<u>2024 Revisions</u>
Revenues -	\$ -
Total 2024 Revenue Revisions	\$ -
Expenditures-Operating & Capital	\$ (403,896)
Building/Equipment Reserve (Complete projects)	\$ (403,896)
Total 2024 Expenditure Variance	\$ (403,896)

TOWN OF SNOWMASS VILLAGE
TOURISM FUND
BUDGET SUMMARY

DESCRIPTION	2022	2023			2024		
	Actual	Budget	2023 Actual	\$ VARIANCE	Budget	2024 Revised	\$ VARIANCE
BEGINNING FUND BALANCE	\$9,254,880.38	\$13,532,995.70	\$13,532,995.70	\$0.00	\$13,509,267.70	\$14,585,098.85	\$1,075,831.15
REVENUES	\$12,190,688.60	\$11,693,221.00	\$14,058,361.70	\$2,365,140.70	\$14,109,660.00	\$14,109,660.00	\$0.00
EXPENDITURES	(\$7,362,573.28)	(\$8,794,328.00)	(\$7,831,258.55)	\$963,069.45	(\$8,949,722.00)	(\$9,087,722.00)	(\$138,000.00)
TRANSFER OUT-CERF	\$ -	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00
TOTAL REVENUES	\$12,190,688.60	\$11,693,221.00	\$14,058,361.70	\$2,365,140.70	\$14,109,660.00	\$14,109,660.00	\$0.00
TOTAL EXPENDITURES	(\$7,362,573.28)	(\$8,794,328.00)	(\$7,831,258.55)	\$963,069.45	(\$8,949,722.00)	(\$9,087,722.00)	(\$138,000.00)
Net Operating Rev's/Exp	\$4,828,115.32	\$2,898,893.00	\$6,227,103.15	\$3,328,210.15	\$5,159,938.00	\$5,021,938.00	(\$138,000.00)
TRANSFER OUT-CIP	\$ (550,000.00)	\$ (575,000.00)	\$ (575,000.00)	\$0.00	\$ (825,000.00)	\$ (825,000.00)	\$0.00
TRANSFER OUT-CIP-Housing	\$ -	\$ (4,600,000.00)	\$ (4,600,000.00)	\$0.00	\$ (5,000,000.00)	\$ (5,000,000.00)	\$0.00
ENDING FUND BALANCE	\$13,532,995.70	\$11,256,888.70	\$14,585,098.85	\$3,328,210.15	\$12,844,205.70	\$13,782,036.85	\$937,831.15
FUND BALANCE-DESIGNATIONS/RESERVES	2022	2023			2024		
	Actual	Budget	2023 Actual	\$ VARIANCE	Budget	2024 Revised	\$ VARIANCE
Reserve (30%)	\$3,657,206.58	\$3,507,966.30	\$4,217,508.51	\$709,542.21	\$4,232,898.00	\$4,232,898.00	\$0.00
FUNDS AVAILABLE-Tourism	\$ 9,875,789.12	\$ 7,748,922.40	\$ 9,300,789.12	\$1,551,866.72	\$ 8,475,789.12	\$ 8,475,789.12	\$0.00
RESERVE FOR 2023 EXPENDITURES IN 2024	\$ -	\$ -	\$ 138,000.00	\$138,000.00	\$ -	\$ -	\$0.00
FUNDS AVAILABLE	\$0.00	(\$0.00)	\$928,801.22	\$928,801.22	\$135,518.58	\$1,073,349.73	\$937,831.15
TOTAL FUND BALANCE	\$ 13,532,995.70	\$ 11,256,888.70	\$ 14,585,098.85	\$3,328,210.15	\$ 12,844,205.70	\$ 13,782,036.85	\$937,831.15

Tourism Fund-2023 Year-End

(minus figures are unfavorable)

	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>Variance</u>
Revenues -	\$ 11,693,221	\$ 14,058,362	\$ 2,365,141
Marketing Sales Taxes	(Marketing sales tax up 13.16% to budget)	\$	1,107,717
Lodging Taxes	(Lodging tax up 12.21% to budget)	\$	378,554
Interest Income	(Increase in interest rates from budget)	\$	841,796
Lease/SBITA Proceeds	(Accounting entry per GASB 87 & 96 to record leases/subscriptions)	\$	77,838
Other Revenue Accounts	(Co-Op Reimbursement/Grant/Support for Groups)	\$	(40,764)
Total 2023 Revenue Variance		\$	2,365,141

Expenditures-	\$ 13,969,328	\$ 13,006,259	\$ 963,069
Personnel Services	(Payroll, Payroll Benefits, Training svgs from budget)	\$	177,446
Marketing	(Underbudget in Summer/Winter Marketing/Online web design/Ice Age)	\$	364,415
Special Events	(Due to audit chg in '21, '22 had dble \$\$ budgeted for 2 events + svgs)	\$	402,658
Lease Expenses	(Accounting entry per GASB 87 to record leases now on financials)	\$	(77,838)
Remaining Expenditures		\$	96,389
Total 2023 Expenditure Variance		\$	963,069

Tourism Fund-2024 Revisions

	<u>2024 Revisions</u>
Revenues -	\$ -
Total 2024 Revenue Revisions	\$ -

Expenditures-Operating & Capital	\$	(138,000)
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2023 Budgeted expenditures reserved at 12/31/23 to be spent in 2024

Office Equipment-Office Furniture ordered in Dec	\$	(9,000)
Ice Age Discovery-delayed initiatives to 2024	\$	(114,000)
Noise Mitigation for Office	\$	(15,000)

Total 2024 Expenditure Variance	\$	(138,000)
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**TOWN OF SNOWMASS VILLAGE
HOUSING FUND
BUDGET SUMMARY**

DESCRIPTION	2022	2023			2024		
	Actual	Budget	2023 Actual	\$ VARIANCE	Budget	2024 Revised	\$ VARIANCE
BEGINNING FUND BALANCE	\$3,923,875.83	\$1,847,244.21	\$1,847,244.21	\$0.00	\$2,303,232.21	\$2,455,795.61	\$152,563.40
REVENUES	\$3,043,406.97	\$3,092,439.00	\$3,639,138.12	\$546,699.12	\$3,626,052.00	\$3,626,052.00	\$0.00
EXPENDITURES	(\$1,635,309.56)	(\$2,014,690.00)	(\$2,033,651.73)	(\$18,961.73)	(\$2,166,054.00)	(\$2,172,454.00)	(\$6,400.00)
TRANSFER OUT-CERF	\$ -	\$ -	\$ -	\$0.00	\$ -	\$ -	\$0.00
TOTAL REVENUES	\$3,043,406.97	\$3,092,439.00	\$3,639,138.12	\$546,699.12	\$3,626,052.00	\$3,626,052.00	\$0.00
TOTAL EXPENDITURES	(\$1,635,309.56)	(\$2,014,690.00)	(\$2,033,651.73)	(\$18,961.73)	(\$2,166,054.00)	(\$2,172,454.00)	(\$6,400.00)
Net Operating Rev's/Exp	\$1,408,097.41	\$1,077,749.00	\$1,605,486.39	\$527,737.39	\$1,459,998.00	\$1,453,598.00	(\$6,400.00)
Capital Reserves Used		(\$43,328.00)	(\$20,000.00)	\$23,328.00	(\$93,101.00)	(\$106,701.00)	(\$13,600.00)
Lights, Concrete, Painting '23		(\$50,000.00)	(\$21,084.99)	\$28,915.01			
Crstd-Elec Panel/Palisade-Alarm Panel/Villas & Crsd-T	(\$10,399.03)	\$0.00	\$0.00	\$0.00	(\$40,000.00)	(\$40,000.00)	\$0.00
Transfer in-General Fund (move Housing Reserve)		\$14,150.00	\$14,150.00	\$0.00			
Transfer out-Snowmass Inn	(\$70,000.00)	(\$70,000.00)	(\$70,000.00)	\$0.00			
Transfer out-CIP	(\$3,404,330.00)	(\$900,000.00)	(\$900,000.00)	\$0.00	(\$900,000.00)	(\$900,000.00)	\$0.00
ENDING FUND BALANCE	\$1,847,244.21	\$1,875,815.21	\$2,455,795.61	\$579,980.40	\$2,730,129.21	\$2,862,692.61	\$132,563.40
FUND BALANCE-DESIGNATIONS/RESERVES	2022	2023			2024		
	Actual	Budget	2023 Actual	\$ VARIANCE	Budget	2024 Revised	\$ VARIANCE
Capital Reserve Fund	\$1,050,082.89	\$1,170,578.89	\$1,170,578.89	\$0.00	\$1,217,607.00	\$1,204,007.00	(\$13,600.00)
Capital Reserve Fund - PW Housing	\$ -	\$ 27,684.00	\$ 27,684.00	\$0.00	\$ 31,216.00	\$ 31,216.00	\$0.00
Capital Reserve Fund - Country Club Townhomes	\$ 24,821.00	\$ 24,821.00	\$ 24,821.00	\$0.00	\$ 13,969.00	\$ 13,969.00	\$0.00
Emergency/Contingency Fund (16% of Revenues)	\$ 486,945.12	\$ 494,790.24	\$ 582,262.10	\$87,471.86	\$ 580,168.32	\$ 580,168.32	\$0.00
Funds Available	\$ 285,395.50	\$ 157,941.08	\$ 650,449.62	\$492,508.54	\$ 887,169.00	\$ 1,033,332.29	\$146,163.29
TOTAL FUND BALANCE	\$ 1,847,244.51	\$ 1,875,815.21	\$ 2,455,795.61	\$579,980.40	\$ 2,730,129.32	\$ 2,862,692.61	\$132,563.29

Housing Fund-2023 Year-End

(minus figures are unfavorable)

	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>Variance</u>
Revenues -	\$ 3,106,589	\$ 3,653,288	\$ 546,699
Short term Rental	(Permitting began in May '23)		\$ 379,800
Interest Income	(Increase in interest rates from budget)		\$ 147,097
Other Revenue Accounts	(Laundry, Misc)		\$ 19,802
Total 2023 Revenue Variance			\$ 546,699
Expenditures-	\$ 3,078,018	\$ 3,044,737	\$ 33,281
Personnel Services	(Payroll, Payroll Benefits, Training svgs from budget)		\$ 30,101
Purchased Services	(Contract Services/Utilities)		\$ (15,579)
Capital	(Lower due to reclass to assets)		\$ 23,996
Remaining Expenditures			\$ (5,238)
Total 2023 Expenditure Variance			\$ 33,281

Tourism Fund-2024 Revisions

	<u>2024 Revisions</u>
Revenues -	\$ -
Total 2024 Revenue Revisions	\$ -
Expenditures-Operating & Capital	\$ (20,000)

Addition to 2024 Budget

Palisades Laundry	(Moved up to 2024 instead of 2025)	\$ (20,000)
Total 2024 Expenditure Variance		<u>\$ (20,000)</u>

TOWN OF SNOWMASS VILLAGE
POST GRANT FUND
BUDGET SUMMARY

DESCRIPTION	2022	2023			2024		
	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>Budget</u>	<u>Revised</u>	<u>Variance</u>
BEGINNING FUND BALANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
REVENUES	\$ 164,682.06	\$ 207,755.00	\$ 182,410.86	(\$25,344.14)	\$ 62,182.00	\$ 87,526.00	\$25,344.00
EXPENDITURES	\$ (164,682.06)	\$ (207,755.00)	\$ (182,410.86)	\$25,344.14	\$ (62,182.00)	\$ (87,526.00)	(\$25,344.00)
TOTAL REVENUES	\$164,682.06	\$207,755.00	\$182,410.86	(\$25,344.14)	\$62,182.00	\$87,526.00	\$25,344.00
TOTAL EXPENDITURES	<u>(\$164,682.06)</u>	<u>(\$207,755.00)</u>	<u>(\$182,410.86)</u>	<u>\$25,344.14</u>	<u>(\$62,182.00)</u>	<u>(\$87,526.00)</u>	<u>(\$25,344.00)</u>
Net Operating Rev's/Exp	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ENDING FUND BALANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

POST Fund-2023 Year-End

(minus figures are unfavorable)

	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>Variance</u>
Revenues -	\$ 207,755	\$ 182,411	\$ 25,344
State Grant Funds for POST	(Moved forward to 2024)		\$ 25,344
Total 2023 Revenue Variance			\$ 25,344
Expenditures-Operating & Capital	\$ 207,755	\$ 182,411	\$ 25,344
Grant Funds	(Unspent Grant Funds carried to 2024)		\$ 25,344
Total 2023 Expenditure Variance			\$ 25,344

POST Fund-2024 Revisions

	<u>2024 Revisions</u>
Revenues -	\$ 25,344
Total 2024 Revenue Revisions	\$ 25,344
Expenditures-Operating & Capital	\$ (25,344)
Total 2024 Expenditure Variance	\$ (25,344)

Colorado State Grant process is July 1st to June 31st: balance carried forward to 2024

Colorado State Grant process is July 1st to June 31st: balance carried forward to 2024

TOWN OF SNOWMASS VILLAGE
CAPITAL EQUIPMENT RESERVE FUND
BUDGET SUMMARY

DESCRIPTION	2022 <u>Actual</u>	2023 <u>Budget</u>	2023 <u>Actual</u>	2023 <u>Variance</u>	2024 <u>Budget</u>	2024 <u>Revised</u>	2024 <u>Variance</u>
BEGINNING FUND BALANCE	\$5,422,372.38	\$5,809,930.90	\$5,809,930.90	\$0.00	\$6,221,263.90	\$6,637,997.20	\$416,733.30
REVENUES-Transfers In-Funds/Grants	\$ 1,453,450.00	\$ 1,804,109.00	\$ 1,898,952.80	\$ 94,843.80	\$ 1,420,000.00	\$ 1,420,000.00	\$ -
EXPENDITURES	(\$1,065,891.48)	(\$2,370,397.00)	(\$1,070,886.50)	\$1,299,510.50	(\$1,537,199.00)	(\$2,387,673.00)	(\$850,474.00)
TOTAL REVENUES	\$1,453,450.00	\$1,804,109.00	\$1,898,952.80	\$ 94,843.80	\$1,420,000.00	\$1,420,000.00	\$ -
TOTAL EXPENDITURES	(\$1,065,891.48)	(\$2,370,397.00)	(\$1,070,886.50)	\$ 1,299,510.50	(\$1,537,199.00)	(\$2,387,673.00)	\$ (850,474.00)
Net Operating Rev's/ExP	\$387,558.52	(\$566,288.00)	\$828,066.30	\$ 1,394,354.30	(\$117,199.00)	(\$967,673.00)	\$ (850,474.00)
ENDING FUND BALANCE	\$5,809,930.90	\$5,243,642.90	\$6,637,997.20	\$ 1,394,354.30	\$6,104,064.90	\$5,670,324.20	\$ (433,740.70)

FUND BALANCE-DESIGNATIONS/R	2022 <u>Actual</u>	2023 <u>Budget</u>	2023 <u>Actual</u>	2023 <u>Variance</u>	2024 <u>Budget</u>	2024 <u>Revised</u>	2024 <u>Variance</u>
General Fund Reserve	\$1,256,325.87	\$998,080.87	\$1,119,720.37	\$121,639.50	\$870,501.87	\$866,502.37	(\$3,999.50)
Rett Fund Reserve-Parks and Trails	\$145,369.65	\$104,589.65	\$175,369.65	\$ 70,780.00	\$151,471.65	\$121,064.65	\$ (30,407.00)
Rett Fund Reserve-Pool and Rec	\$37,200.00	\$1,700.00	\$42,200.00	\$ 40,500.00	\$6,700.00	\$6,700.00	\$ -
Rett Fund Reserve-Transportation	\$2,783,572.44	\$3,281,463.44	\$3,364,944.24	\$ 83,480.80	\$3,769,985.44	\$3,769,545.24	\$ (440.20)
Tourism Reserve	\$4.44	\$4.44	\$4.44	\$ 0.00	\$4.44	\$4.44	\$ -
Road Fund Reserve	\$1,587,458.50	\$857,804.50	\$1,935,758.50	\$ 1,077,954.00	\$1,305,401.50	\$906,507.50	\$ (398,894.00)
TOTAL FUND BALANCE	\$5,809,930.90	\$5,243,642.90	\$6,637,997.20	\$ 1,394,354.30	\$6,104,064.90	\$5,670,324.20	\$ (433,740.70)

CERF Fund-2023 Year-End

(minus figures are unfavorable)

	<u>2023 Budget</u>	<u>2023 Actual</u>	<u>Variance</u>
Revenues -	\$ 1,804,109	\$ 1,898,953	\$ 94,844
FTA Grant	(2022 Grant rec'd in 2023)		\$ 87,544
Other Revenue Accounts			\$ 7,300
Total 2023 Revenue Variance			\$ 94,844
Expenditures-Operating & Capital	\$ 2,370,397	\$ 1,070,887	\$ 1,299,511
Vehicle/Equipment Purchases	(Non-availability of purchases in 2023; purchases pushed to 2024)		\$ 1,299,511
Total 2023 Expenditure Variance			\$ 1,299,511

CERF Fund-2024 Revisions

	<u>2024 Revisions</u>
Revenues -	\$ -
Total 2024 Revenue Revisions	\$ -
Expenditures-Operating & Capital	\$ (850,474)
Vehicle/Equipment Purchases	(Carry forward from 2023 to 2024)
Total 2024 Expenditure Variance	\$ (850,474)

**TOWN OF SNOWMASS VILLAGE
CAPITAL IMPROVEMENT PROJECTS
BUDGET SUMMARY**

DESCRIPTION	2022 Actual	2023 Budget	2023 Actual	\$ VARIANCE	2024 Budget	2024 Revised	\$ VARIANCE
BEGINNING FUND BALANCE	\$8,101,684.58	\$14,992,083.27	\$14,992,083.27	\$0.00	\$17,644,014.27	\$22,438,006.87	\$4,793,992.60
REVENUES	\$15,678,660.81	\$54,536,514.00	\$ 23,901,106.96	(\$30,635,407.04)	\$20,612,375.00	\$20,985,299.00	\$372,924.00
EXPENDITURES	(\$8,788,262.12)	(\$67,703,370.00)	\$ (16,455,183.36)	\$51,248,186.64	(\$32,634,993.00)	(\$37,081,160.00)	(\$4,446,167.00)
TOTAL REVENUES	\$15,678,660.81	\$54,536,514.00	\$23,901,106.96	(\$30,635,407.04)	\$20,612,375.00	\$20,985,299.00	\$372,924.00
TOTAL EXPENDITURES	(\$8,788,262.12)	(\$67,703,370.00)	(\$16,455,183.36)	\$51,248,186.64	(\$32,634,993.00)	(\$37,081,160.00)	(\$4,446,167.00)
Net Operating Rev's/Exp	\$6,890,398.69	(\$13,166,856.00)	\$7,445,923.60	\$20,612,779.60	(\$12,022,618.00)	(\$16,095,861.00)	(\$4,073,243.00)
ENDING FUND BALANCE	\$14,992,083.27	\$1,825,227.27	\$22,438,006.87	\$20,612,779.60	\$5,621,396.27	\$6,342,145.87	\$720,749.60

FUND BALANCE-DESIGNATIONS/RESERVES

Designations for Projects	2022 Actual	2023 Budget	2023 Actual	\$ VARIANCE	2024 Budget	2024 Revised	\$ VARIANCE
General Fund	\$5,319,008.00	\$0.00	\$7,591,940.00	\$7,591,940.00	\$96,494.00	\$0.00	(\$96,494.00)
RETT Fund	\$4,757,475.00	\$0.00	\$7,101,221.00	\$7,101,221.00	\$0.00	\$0.00	\$0.00
Road Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Excise Fund	\$245,543.00	\$0.00	\$26,750.00	\$26,750.00	\$0.00	\$0.00	\$0.00
REOP Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Housing Fund-Loan	\$957,904.00	(\$1,531,675.00)	(\$1,448,134.00)	\$83,541.00	\$0.00	\$0.00	\$0.00
Housing Fund	\$0.00	\$0.00	\$217,384.00	\$217,384.00	\$0.00	\$0.00	\$0.00
EOTC-Mall Transit	\$336,494.00	\$0.00	\$190,778.00	\$190,778.00	\$0.00	\$0.00	\$0.00
Housing-Tourism	\$0.00	\$0.00	\$4,499,985.00	\$4,499,985.00	\$2,143,000.00	\$2,143,000.00	\$0.00
Contributions/projects	\$0.00	\$0.00	(\$34,306.00)	(\$34,306.00)	\$0.00	\$0.00	\$0.00
Tourism Fund	\$2,054,957.00	\$2,036,200.00	\$2,529,443.00	\$493,243.00	\$2,036,200.00	\$2,436,200.00	\$400,000.00
Sub-total	\$13,671,381.00	\$504,525.00	\$20,675,061.00	\$20,170,536.00	\$4,275,694.00	\$4,579,200.00	\$303,506.00
Funds Available-General Fund	\$851,422.31	\$851,422.31	\$1,293,663.03	\$442,240.72	\$876,422.31	\$1,293,663.03	\$417,240.72
Funds Available-RETT Fund	\$97,619.26	\$97,619.26	\$97,620.55	\$1.29	\$97,619.26	\$97,620.55	\$1.29
Funds Available-Housing Fund	\$247,999.55	\$247,999.55	\$247,999.52	(\$0.03)	\$247,999.55	\$247,999.52	(\$0.03)
Funds Available-Housing-Tourism	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Funds Available-Excise Tax Fund	\$123,241.62	\$123,241.62	\$123,242.33	\$0.71	\$123,241.62	\$123,242.33	\$0.71
Funds Available-REOP Fund	\$384.59	\$384.59	\$384.59	\$0.00	\$384.59	\$384.59	\$0.00
Funds Available-Tourism	\$34.94	\$34.94	\$35.85	\$0.91	\$34.94	\$35.85	\$0.91
	\$1,320,702.27	\$1,320,702.27	\$1,762,945.87	\$442,243.60	\$1,345,702.27	\$1,762,945.87	\$417,243.60
TOTAL FUND BALANCE	\$14,992,083.27	\$1,825,227.27	\$22,438,006.87	\$20,612,779.60	\$5,621,396.27	\$6,342,145.87	\$720,749.60

CAPITAL IMPROVEMENT PROGRAM FUND
BUDGET SUMMARY

	2022 Actual	2023 Budget	2023 Actual	2023 Variance	2024 Budget	2024 Revised	2024 Variance
REVENUES							
Transfers In-General Fund	\$ 4,762,000.00	\$ 4,002,000	\$ 4,002,000.00	\$ -	\$ 2,680,557	\$ 2,680,557	\$ -
Transfers In-General Fund-Mall Transit	\$ 1,000,000.00	\$ -	\$ -	\$ -		\$ -	\$ -
Transfers In-General Fund-Holy Cross Enhancement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers In-RETT Fund	\$ 3,900,892.00	\$ 12,170,000	\$ 12,170,000.00	\$ -	\$ 2,125,000	\$ 2,125,000	\$ -
Transfers In-RETT Fund-Mall Transit Plaza	\$ 1,000,000.00	\$ -	\$ -	\$ -			\$ -
Transfers In-Road Fund	\$ -	\$ -	\$ -	\$ -	\$ 805,847	\$ 805,847	\$ -
Transfers In-Excise Tax Fund	\$ 700,000.00	\$ 800,000	\$ 800,000.00	\$ -	\$ 631,675	\$ 631,675	\$ -
Transfers In-Tourism-Other	\$ 350,000.00	\$ 575,000	\$ 575,000.00	\$ -	\$ 825,000	\$ 825,000	\$ -
Transfers In-Tourism-Housing	\$ -	\$ 4,600,000	\$ 4,600,000.00	\$ -	\$ 5,000,000	\$ 5,000,000	\$ -
Transfers In-Group Sales Fund	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers In-REOP Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers In-Housing Fund	\$ 3,404,330.00	\$ 900,000	\$ 900,000.00	\$ -	\$ 900,000	\$ 900,000	\$ -
Transfers In-Mountain View Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contributions-Private Donation-Paved Trails	\$ -	\$ 200,000	\$ -	\$ (200,000.00)	\$ -	\$ 200,000	\$ 200,000
CORE	\$ 84,325.00			\$ -	\$ 50,000	\$ 50,000	\$ -
EOTC	\$ -	\$ 6,000,000	\$ -	\$ (6,000,000.00)	\$ 6,500,000	\$ 6,500,000	\$ -
Miscellaneous	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
RFTA Contributions	\$ -	\$ 2,000,000	\$ -	\$ (2,000,000.00)	\$ 650,000	\$ 650,000	\$ -
Contribution-Holy Cross-FIBER Projct	\$ -	\$ 140,425	\$ 154,000.00	\$ 13,575.00	\$ -	\$ -	\$ -
Contribution-Rodeo	\$ -	\$ 115,000	\$ 115,000.00	\$ -	\$ -	\$ -	\$ -
Grant - DOLA-Fiber Project-Phase 2	\$ -	\$ 644,296	\$ 36,076.00	\$ (608,220.00)	\$ 444,296	\$ 608,220	\$ 163,924
Grant - Federal	\$ -	\$ 13,500,000	\$ -	\$ (13,500,000.00)	\$ -	\$ -	\$ -
Grant - MMOF-Grant #1	\$ 106,748.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant-State-Mall Transit	\$ -	\$ 4,500,000	\$ -	\$ (4,500,000.00)	\$ -	\$ -	\$ -
Grant - FTA 5311		\$ 2,762,280	\$ -	\$ (2,762,280.00)	\$ -	\$ -	\$ -
Grant - MMOF-Grant #2		\$ 1,500,000	\$ -	\$ (1,500,000.00)	\$ -	\$ -	\$ -
Grants-Colorado Energy Office	\$ -	\$ 18,000	\$ -	\$ (18,000.00)	\$ -	\$ 9,000	\$ 9,000
Grants-DOLA-Fiber Project-Phase 1	\$ 120,365.20	\$ 109,513	\$ 109,512.96	\$ (0.04)	\$ -	\$ -	\$ -
Other Financing Sources-Snowmass W & S - Bru Crk/Owl Crk culvert	\$ -	\$ -	\$ 439,518.00	\$ 439,518.00	\$ -	\$ -	\$ -
Total Revenues	\$ 15,678,660.81	\$ 54,536,514.00	\$ 23,901,106.96	\$ (30,635,407.04)	\$ 20,612,375	\$ 20,985,299	\$ 372,924
EXPENDITURES							
FACILITIES	2022 Actual	2023 Revised	2023 Actual	2023 Variance	2024 Proposed	2024 Revised	2024 Variance
Gen'l Gov't-Marketing Reconfiguration Imprvmnts	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
Gen'l Gov't-Town Hall/Rec Cntr/PW Facility MBCx Imprvmnts	\$ -	\$ -	\$ -	\$ -			\$ -
Gen'l Gov't-Little Red Schoolhouse Expansion	\$ -	\$ -	\$ -	\$ -	\$ 300,000	\$ 300,000	\$ -
Transp/Fleet-Bus Facility Feasibility Study	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transp/Fleet-Computer aided dispatch/automated vehicle locator	\$ -	\$ 250,000	\$ -	\$ 250,000.00	\$ 900,000	\$ 1,150,000	\$ (250,000)
Transp/Fleet-Town Park Station Concrete Prjct	\$ -	\$ 300,322	\$ 285,589.78	\$ 14,732.22		\$ 14,732	\$ (14,732)
Transp/Fleet-Parcel C Restroom Rpr & Remodel	\$ -	\$ -	\$ -	\$ -			\$ -
Transp/Fleet-Bus Stop Improvement Project	\$ -	\$ -	\$ -	\$ -	\$ 210,000	\$ 210,000	\$ -
Transp/Fleet-Meadow Ranch Bus Stop Project	\$ 3,081.75	\$ 237,380	\$ 193,247.60	\$ 44,132.40	\$ -	\$ 44,132	\$ (44,132)
Transp/Fleet-Mall - RFTA Depot	\$ 501,291.42	\$ 33,598,774	\$ 145,715.28	\$ 33,453,058.72	\$ 9,500,000	\$ 9,690,779	\$ (190,779)
Transp/Fleet-Mall - RFTA Depot-Contingency	\$ -	\$ -	\$ -	\$ -			\$ -
Transp/Fleet-Daly Lane Depot Roof	\$ -	\$ -	\$ -	\$ -			\$ -
Transp/Fleet-Electric Vehicle Stations	\$ -	\$ 92,000	\$ -	\$ 92,000.00	\$ 150,000	\$ 233,000	\$ (83,000)
Transp/Fleet-New WeCycle Stations	\$ -	\$ -	\$ -	\$ -	\$ 55,000	\$ 55,000	\$ -
Public Works - Facility Remodel	\$ -	\$ -	\$ -	\$ -			\$ -
Cultural and Rec-Concession Stand Upgrade	\$ -	\$ -	\$ -	\$ -			\$ -
Cultural and Rec-Water Slide - Replace slide & add'l slide/repair concret	\$ -	\$ -		\$ -	\$ 400,000	\$ 400,000	\$ -
Cultural and Rec-Pool Shade Structure	\$ -			\$ -	\$ -	\$ -	\$ -
Cultural and Rec-Rec Center Locker Room Expansion	\$ -	\$ 35,000	\$ -	\$ 35,000.00	\$ -	\$ 35,000	\$ (35,000)
Cultural and Rec-Rec Ctr-Pool Refurbishment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-total - Facilities	\$ 504,373.17	\$ 34,513,476	\$ 624,552.66	\$ 33,888,923.34	\$ 11,515,000	\$ 12,132,643	\$ (617,643)
LAND & LAND IMPROVEMENTS							
Parks and Trails- Softball Field Redesign and Improvements	\$ -	\$ -	\$ -	\$ -			\$ -

CAPITAL IMPROVEMENT PROGRAM FUND
BUDGET SUMMARY

	2022 Actual	2023 Budget	2023 Actual	2023 Variance	2024 Budget	2024 Revised	2024 Variance
Parks and Trails- Fishing Pond-Outlet Structure Improvements	\$ -	\$ -	\$ -	\$ -			\$ -
Parks and Trails - Ice Rink Relocation	\$ -	\$ -	\$ -	\$ -			\$ -
Parks and Trails - Skate Park Repairs	\$ -	\$ -	\$ -	\$ -			\$ -
Parks and Trails - Hard Surface Trail Improvements	\$ 342,788.82	\$ 576,061	\$ 410,367.83	\$ 165,693.17	\$ 800,000	\$ 965,693	\$ (165,693)
Parks and Trails - Soft Surface Trail Improvements	\$ 2,475.00	\$ 72,525	\$ -	\$ 72,525.00	\$ 25,000	\$ 97,525	\$ (72,525)
Parks and Trails -Town Park ---- Phase 1, 2, 3 & 4 in Mntn Facility	\$ 273,851.04	\$ 6,723,201	\$ 2,968,635.33	\$ 3,754,565.67	\$ 3,473,201	\$ 3,754,565	\$ (281,364)
Parks and Trails -Town Park ---- Phase 2 - Maintenance Facility	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parks and Trails- Twn Prk Station Pond-Outlet Structure Imprvmnts	\$ -	\$ -	\$ -	\$ -			\$ -
Parks and Trails- Bike Skills Trail	\$ -	\$ -	\$ -	\$ -			\$ -
Parks and Trails- Playground Restoration	\$ -	\$ 60,000	\$ -	\$ 60,000.00	\$ 60,000	\$ 60,000	\$ -
Parks and Trails- Repair Retaining Wall/Railing at C. Robinson Prk	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parks and Trails- Ice Rink Equipment	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
Sub-total - Land & Land Imprvm	\$ 619,114.86	\$ 7,431,787	\$ 3,379,003.16	\$ 4,052,783.84	\$ 4,358,201	\$ 4,877,783	\$ (519,582)
ROADS AND STREETS							
Streetscape - Median Improvements	\$ -	\$ 35,000	\$ 23,461.00	\$ 11,539.00	\$ -	\$ 11,539	\$ (11,539)
Streetscape - Guardrail Replacement Program	\$ -	\$ -	\$ -	\$ -			\$ -
Streetscape - Retaining Wall Replacement Program	\$ -	\$ 145,000	\$ 28,917.50	\$ 116,082.50	\$ 70,000	\$ 186,082	\$ (116,082)
Street Improvements - Bridge Program	\$ -	\$ -	\$ -	\$ -			\$ -
Street Improvements - Brush Creek/Owl Creek Rd Intersctn Imp	\$ 237,499.55	\$ 4,420,070	\$ 4,307,515.93	\$ 112,554.07	\$ -	\$ 112,554	\$ (112,554)
Street Improvements - Brush Creek/Owl Creek Rd Round-about	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000	\$ -
Street Improvements - Paving Projects	\$ -	\$ 400,000	\$ 189,120.80	\$ 210,879.20	\$ 1,225,847	\$ 1,436,726	\$ (210,879)
Multi-Modal/Alt Mobility - Highline Rd Pedestrian Improvements	\$ 11,127.98	\$ 238,872	\$ 10,907.50	\$ 227,964.50	\$ 227,872	\$ 227,964	\$ (92)
Multi-Modal/Alt Mobility - Fairway 3 Bike Path	\$ -	\$ -	\$ -	\$ -			\$ -
Multi-Modal/Alt Mobility - Hard Surface Trails	\$ -	\$ -	\$ -	\$ -			\$ -
Multi-Modal/Alt Mobility - Woodbridge decking repair	\$ 22,324.25	\$ -	\$ -	\$ -			\$ -
Multi-Modal/Alt Mobility - Brush Crk Road to Bru Crk Lane	\$ 187,887.25	\$ -	\$ -	\$ -			\$ -
Multi-Modal/Alt Mobility - Bru Crk Rd Crossing Imp	\$ -	\$ -	\$ -	\$ -			\$ -
Multi-Modal/Alt Mobility - Bru Crk Rd Pedestrian Imp-Sinclair Road	\$ -	\$ -	\$ -	\$ -			\$ -
Multi-Modal/Alt Mobility - Woodbridge Maintenance/Upgrades	\$ -	\$ 297,675	\$ 21,290.75	\$ 276,384.25	\$ -	\$ 276,384	\$ (276,384)
Multi-Modal/Alt Mobility - Connecting Village Nodes	\$ -	\$ 400,000	\$ -	\$ 400,000.00	\$ 400,000	\$ 400,000	\$ -
Multi-Modal/Alt Mobility -Bru Crk Rd from Upper Kearns to Mtn View	\$ -	\$ 60,000	\$ -	\$ 60,000.00	\$ -	\$ 60,000	\$ (60,000)
Multi-Modal/Alt Mobility - Walkway-MV to SV Mall	\$ 21,129.35	\$ 638,870	\$ 14,873.00	\$ 623,997.00	\$ 1,288,870	\$ 1,273,997	\$ 14,873
Multi-Modal/Alt Mobility - Walkway-Faraway Rd to Upper Kearns	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Multi-Modal/Alt Mobility - Bru Crk Rd Pedestrian Imp-Town Park	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
Sub-total - Road & Streets	\$ 479,968.38	\$ 6,635,487	\$ 4,596,086.48	\$ 2,039,400.52	\$ 3,462,589	\$ 4,235,246	\$ (772,657)
UTILITIES							
Snowmelt - MBCx Snowmelt Implemntation Design	\$ -	\$ -	\$ -	\$ -			\$ -
Utilities - Upper Town Hall Entry & Lights	\$ -	\$ -	\$ -	\$ -			\$ -
Snowmelt - Snowmelt Lot 2 Boiler Replacement Project	\$ -	\$ -	\$ -	\$ -			\$ -
Snowmelt - Snowmelt Parcel C Boiler Replacement Project	\$ -	\$ -	\$ -	\$ -			\$ -
Snowmelt - Snowmelt Base Village Boiler Replacement Project	\$ 1,181,103.95	\$ 141,992	\$ 153,014.82	\$ (11,022.82)			\$ -
Snowmelt - Snowmelt TOV Boiler Replacement Project	\$ 653,211.38	\$ 21,721	\$ 21,089.36	\$ 631.64			\$ -
Snowmelt - Lower Carriageway Snowmelt Vault	\$ -	\$ 500,000	\$ 56,515.79	\$ 443,484.21		\$ 443,484	\$ (443,484)
Utilities - Solar Renewables Project	\$ -	\$ -	\$ -	\$ -			\$ -
Utilities - Micro Hydro Renewables Project	\$ 90,478.35	\$ -	\$ 465.00	\$ (465.00)			\$ -
Snowmelt - Snowmelt BV Controls Project	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
Sub-total - Utilities	\$ 1,924,793.68	\$ 663,713	\$ 231,084.97	\$ 432,628.03	\$ -	\$ 443,484	\$ (443,484)
STRATEGIC PLANNING							
Planning & Consult - Entryway (Phase III) Planning Project	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
Sub-total - Strategic Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
STORM WATER & DRAINAGE							
Storm Water & Drainage - Brush Creek/Kearns Road Culvert	\$ -	\$ 6,614,000	\$ 2,609,943.63	\$ 4,004,056.37	\$ 2,700,000	\$ 4,004,056	\$ (1,304,056)
Storm Water & Drainage - Vidal Gulch Project	\$ -	\$ 274,188	\$ 146,358.24	\$ 127,829.76	\$ -	\$ 127,829	\$ (127,829)
Storm Water and Drainage - Stormwater Management Plan	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000	\$ -
Sub-total - Storm Water & Drainage	\$ -	\$ 6,888,188.00	\$ 2,756,301.87	\$ 4,131,886.13	\$ 2,750,000	\$ 4,181,885	\$ (1,431,885.00)

CAPITAL IMPROVEMENT PROGRAM FUND
BUDGET SUMMARY

	2022 Actual	2023 Budget	2023 Actual	2023 Variance	2024 Budget	2024 Revised	2024 Variance
COMMUNICATION AND TECHNOLOGY							
Comm & Tech - Parking Lot Licensing System	\$ -	\$ 85,000	\$ 35,556.96	\$ 49,443.04	\$ 100,000	\$ 100,000	\$ -
Comm & Tech - Network Cabling Enhancements	\$ -	\$ -	\$ -	\$ -			\$ -
Comm & Tech - Fiber Project	\$ 240,129.18	\$ 646,137	\$ 454,191.55	\$ 191,945.45		\$ 191,945	\$ (191,945)
Comm & Tech - Council Chambers/Mtg Room AV	\$ -	\$ -	\$ -	\$ -			\$ -
Comm & Tech - Municipal Fiber Network or Wireless Mesh	\$ -	\$ 1,174,203	\$ 70,431.30	\$ 1,103,771.70	\$ 974,203	\$ 1,103,771	\$ (129,568)
Comm & Tech - Community Micro Grid	\$ -	\$ -	\$ -	\$ -			\$ -
Comm & Tech - 800 Mhz Radio System	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
Sub-total - Communications & Technology	\$ 240,129.18	\$ 1,905,340	\$ 560,179.81	\$ 1,345,160.19	\$ 1,074,203	\$ 1,395,716	\$ (321,513)
HOUSING							
Housing Projects - Brush Creek & Palisades Bldg Renovations	\$ -	\$ -	\$ -	\$ -			\$ -
Housing Projects - Daly Lane Townhomes Retaining Wall	\$ 42,679.50	\$ -	\$ -	\$ -			\$ -
Housing Projects - Housing Master Plan Design Work	\$ -	\$ -	\$ -	\$ -			\$ -
Housing Projects - Housing Land Opportunities	\$ -	\$ 18,000	\$ 24.86	\$ 17,975.14	\$ 25,000	\$ 24,976	\$ 24
Housing Projects - Faraway Apartments	\$ -	\$ 4,600,000	\$ 100,015.00	\$ 4,499,985.00	\$ 4,675,000	\$ 4,574,985	\$ 100,015
Housing Projects - MVI-Design and Renovation	\$ 4,216,919.08	\$ 3,733,080	\$ 3,649,539.45	\$ 83,540.55	\$ -	\$ 83,540	\$ (83,540)
Housing Projects - Carriageway Housing	\$ -	\$ -	\$ -	\$ -	\$ 75,000	\$ 75,000	\$ -
Housing Projects - Draw Site Housing	\$ 69,178.61	\$ 456,499	\$ 239,114.58	\$ 217,384.42	\$ 500,000	\$ 717,384	\$ (217,384)
Housing Projects - Next Project	\$ -	\$ -		\$ -			\$ -
Housing Projects - Housing at Public Works	\$ -	\$ -		\$ -			\$ -
Housing Projects - Snowmass Inn-Interior	\$ 538,145.54	\$ 227,543	\$ 218,767.43	\$ 8,775.57		\$ 8,775	\$ (8,775)
Housing Projects - Snowmass Inn-Exterior	\$ -	\$ -		\$ -	\$ 2,000,000	\$ 2,000,000	\$ -
Housing Projects - Mtn View I-Interior Renovations	\$ -	\$ -		\$ -			\$ -
Housing Projects - Mtn View II-Interior Renovations	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Housing Projects - Mtn View II-Exterior Renovations	\$ -	\$ -		\$ -			\$ -
Housing Projects - Villas North-Exterior Renovations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Housing Projects - WMRHC Buy-Down Program contribution	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ 250,000	\$ -
Housing Projects - Coffey Place	\$ 21,717.35	\$ -	\$ -	\$ -		\$ -	\$ -
Sub-total - Housing	\$ 4,888,640.08	\$ 9,035,122	\$ 4,207,461.32	\$ 4,827,660.68	\$ 7,525,000	\$ 7,734,660	\$ (209,660)
OTHER CIP							
Solid Waste - Solid Waste Management Plan	\$ -	\$ -	\$ -	\$ -			\$ -
Solid Waste - Town Hall Trash/Recycle Dumpster Shed	\$ -	\$ 36,500	\$ -	\$ 36,500.00	\$ 125,000	\$ 161,500	\$ (36,500)
Other - Supplemental Project Costs	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	\$ 1,000,000	\$ -
Snowmass Tourism - Discovery, next phase	\$ -	\$ -	\$ 100,513.09	\$ (100,513.09)	\$ 75,000	\$ 168,243	\$ (93,243)
Snowmass Tourism - Fanny Hill Improvements	\$ 131,242.77	\$ 193,757	\$ -	\$ 193,757.00	\$ 100,000	\$ 100,000	\$ -
Snowmass Tourism - Large Mastodon		\$ -		\$ -	\$ 250,000	\$ 250,000	\$ -
Snowmass Tourism - Product Enhancements	\$ -	\$ 400,000	\$ -	\$ 400,000.00	\$ 400,000	\$ 400,000	\$ -
Sub-total - Other CIP	\$ 131,242.77	\$ 630,257	\$ 100,513.09	\$ 529,743.91	\$ 1,950,000	\$ 2,079,743	\$ (129,743)
Total Expenditures	\$ 8,788,262.12	\$ 67,703,370	\$ 16,455,183.36	\$ 51,248,186.64	\$ 32,634,993	\$ 37,081,160	\$ (4,446,167)
NET REV/EXP -	\$ 6,890,398.69	\$ (13,166,856.00)	\$ 7,445,923.60	\$ (20,612,779.60)	\$ (12,022,618)	\$ (16,095,861)	\$ (4,073,243)
Beginning Carryover	\$ 8,101,684.58	\$ 14,992,083.27	\$ 14,992,083.27	\$ -	\$ 17,644,014	\$ 22,438,007	\$ 4,793,993
Revenues	\$ 15,678,660.81	\$ 54,536,514.00	\$ 23,901,106.96	\$ (30,635,407.04)	\$ 20,612,375	\$ 20,985,299	\$ 372,924
Expenditures	\$ 8,788,262.12	\$ 67,703,370.00	\$ 16,455,183.36	\$ 51,248,186.64	\$ 32,634,993	\$ 37,081,160	\$ (4,446,167)
Ending Balance	\$ 14,992,083.27	\$ 1,825,227.27	\$ 22,438,006.87	\$ 20,612,779.60	\$ 5,621,396	\$ 6,342,146	\$ 720,750

2024 Proposed Budget Amendments

Fund	Account	Revenue Changes	Expenditure Changes	NOTES:
General Fund				
--Revenues:	County Sales Taxes	\$ (215,832)		(Based on reduction in 2023)
	Zero Emissions Grant	\$ 40,000		(Grant funding move to 2024)
		<u>\$ (175,832)</u>		
--Expenditures:				
ONE-TIME EXPENDITURES				
<u>2023 Budgeted expenditures reserved at 12/31/2023 to be spent in 2024</u>				
	Capital-Town Council	\$ (202,609)		(Continue with Early Childhood Education & Assessment Study)
	Capital-Town Manager	\$ (89,235)		(Continue with Enterprise Content Mgmt/Camera System Upgrades/Comm Engagement)
	Capital-Community Development	\$ (10,000)		(Land Use Code Updates)
	Capital-PW Fleet	\$ (80,000)		(Fuel System Upgrade/Diesel Exhaust Fluid System)
	Capital-Recreation	\$ (30,000)		(Spin Bikes)
	Capital-Finance	\$ (63,124)		(Carryover funding for Executime-timekeeping system/software updates)
	Capital-Transportation	\$ (90,000)		(ADA Lift/Electric Vehicle Plan)
	Capital-PW Admin	\$ (49,565)		(Continue with Public Works backup power)
	Capital-Arts	\$ (166,942)		(Carryover funding for art projects)
	Capital-Facility Maintenance	<u>\$ (253,304)</u>		(Continue with Town Hall backup power/Bottle Fill Stations/Bldg Plan Update/Software)
		Sub-total	<u>\$ (1,034,779)</u>	
	SGM-Capital Reserves Used	\$ (360,738)		(Complete projects)
	Finance-Office Wall	\$ (4,982)		(Complete office wall with door)
	<u>Additions to 2024 Budget</u>			
	Response	\$ (20,000)		(Contribution for 2024)
	Fire Department	\$ (40,000)		(AI camera's for fire watch)
	Holiday Party	\$ (5,000)		(Add'l funding)
Total 2023 Expenditure Variance		<u><u>\$ (1,465,499)</u></u>		
Total Revenue/Expenditure Revision		\$ (175,832)	\$ (1,465,499)	

RETT Fund		
	<u>Budgeted in 2023-move to 2024</u>	
--Expenditures:	SGM-Capital Reserves Used	\$ (141,082) (Complete projects)
	Total Revenue/Expenditure Revision	\$ (141,082)

Road Fund	
	<u>Budgeted in 2023-move to 2024</u>
--Expenditures:	SGM-Capital Reserves Used \$ (403,896) (Complete projects)
	Total Revenue/Expenditure Revision \$ (403,896)

2024 Proposed Budget Amendments

Fund	Account	Revenue Changes	Expenditure Changes	NOTES:
Tourism Fund				
	<u>Budgeted in 2023-move to 2024</u>			
--Expenditures:	Office Equipment	\$	(9,000)	(Ordered in Dec '23, carry forward to 2024)
	Ice Age Discovery	\$	(114,000)	(Carry forward-Initiatives delayed to 2024)
	One-times	\$	(15,000)	(Carry forward Noise Mitigation for office)
	Total Revenue/Expenditure Revision	\$	(138,000)	
Housing Fund				
	<u>Addition to 2024 budget</u>			
--Expenditures:	Laundry Equipment-Palisades	\$	(20,000)	(Moved up from 2025 to 2024)
	Total Revenue/Expenditure Revision	\$	(20,000)	
CERF Fund				
--Revenues:				
	<u>Budgeted in 2023-move to 2024</u>			
--Expenditures:	Vehicle/Equipment Purchases	\$	(850,474)	(Carry forward to 2024)
	Total Revenue/Expenditure Revision	\$	-	\$ (850,474)
POST Fund				
	<u>Budgeted in 2023-move to 2024</u>			
--Revenues:	Move balance from 2023 to 2024	\$	25,344	(Colorado State Grant process is July 1st to June 31st, so Town has to carry forward balance)
--Expenditures:	Move balance from 2023 to 2024	\$	(25,344)	(Colorado State Grant process is July 1st to June 31st, so Town has to carry forward balance)
	Total Revenue/Expenditure Revision	\$	25,344	\$ (25,344)
CIP Fund				
--Revenues:	Contribution-Private Donation-Paved Trail	\$	200,000	Carry forward revenue towards projects
	Grant - DOLA-Fiber Project-Phase 2	\$	163,924	Carry forward revenue towards projects
	Grant - Colorado Energy Office	\$	9,000	Carry forward revenue towards projects
--Expenditures:	<u>Carryover from 2023 to 2024</u>			
Transp/Fleet-	Computer aided dispatch/automated vehicle locator	\$	(250,000)	Moved to 2024
Transp/Fleet-	Town Park Station Concrete Prjct	\$	(14,732)	Moved to 2024
Transp/Fleet-	Meadow Ranch Bus Stop Project	\$	(44,132)	Moved to 2024
Transp/Fleet-	Mall - RFTA Depot	\$	(190,779)	Moved to 2024
Transp/Fleet-	Electric Vehicle Stations	\$	(83,000)	Moved to 2024
Cultural and Rec-	Rec Center Locker Room Expansion	\$	(35,000)	Moved to 2024
Parks and Trails -	Hard Surface Trail Improvements	\$	(165,693)	Moved to 2024
Parks and Trails -	Soft Surface Trail Improvements	\$	(72,525)	Moved to 2024
Parks and Trails -	Town Park ---- Phase 1, 2, 3 & 4 in Mntn Facility	\$	(281,364)	Moved to 2024
Streetscape -	Median Improvements	\$	(11,539)	Moved to 2024
Streetscape -	Retaining Wall Replacement Program	\$	(116,082)	Moved to 2024

2024 Proposed Budget Amendments
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<u>Fund</u>	<u>Account</u>	<u>Revenue Changes</u>	<u>Expenditure Changes</u>	<u>NOTES:</u>
	Street Improvements - Brush Creek/Owl Creek Rd Intersctn Imp	\$	(112,554)	Moved to 2024
	Street Improvements - Paving Projects	\$	(210,879)	Moved to 2024
	Multi-Modal/Alt Mobility - Highline Rd Pedestrian Improvements	\$	(92)	Moved to 2024
	Multi-Modal/Alt Mobility - Woodbridge Maintenance/Upgrades	\$	(276,384)	Moved to 2024
	Multi-Modal/Alt Mobility -Bru Crk Rd from Upper Kearns to Mtn View	\$	(60,000)	Moved to 2024
	Multi-Modal/Alt Mobility - Walkway-MV to SV Mall	\$	14,873	Moved to 2024
	Snowmelt - Lower Carriageway Snowmelt Vault	\$	(443,484)	Moved to 2024
	Storm Water & Drainage - Brush Creek/Kearns Road Culvert	\$	(1,304,056)	Moved to 2024
	Storm Water & Drainage - Vidal Gulch Project	\$	(127,829)	Moved to 2024
	Comm & Tech - Fiber Project	\$	(191,945)	Moved to 2024
	Comm & Tech - Municipal Fiber Network or Wireless Mesh	\$	(129,568)	Moved to 2024
	Housing Projects - Housing Land Opportunities	\$	24	Moved to 2024
	Housing Projects - Faraway Apartments	\$	100,015	Moved to 2024
	Housing Projects - MVI-Design and Renovation	\$	(83,540)	Moved to 2024
	Housing Projects - Draw Site Housing	\$	(217,384)	Moved to 2024
	Housing Projects - Snowmass Inn-Interior	\$	(8,775)	Moved to 2024
	Solid Waste - Town Hall Trash/Recycle Dumpster Shed	\$	(36,500)	Moved to 2024
	Snowmass Tourism - Discovery, next phase	\$	(93,243)	Moved to 2024
	Total Revenue/Expenditure Revision	\$	372,924	\$ (4,446,167)

GRAND TOTAL REVISIONS	\$	222,436	\$	(7,490,462)
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Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

April 1, 2024

AGENDA ITEM:

Consideration of Resolution #9 Series 2024 Approving An IGA with Multiple Roaring Fork Agencies For A Wildfire Monitoring Camera System

PRESENTED BY:

Clint Kinney, Town Manager

BACKGROUND:

The Town has been asked to financially participate in the purchase and operation of multiple wildfire monitoring camera stations. There are currently four (4) wildfire monitoring camera stations located on Pitkin County Communication sites that monitor strategic wildland areas for smoke. Identifying initial locations of smoke allows for early wildfire detection and early response.

To date, Pitkin County, the City of Aspen, a private donation, and the Aspen Fire Protection District have jointly funded the annual expense and operation of the camera network. This sophisticated, AI enhanced, camera system is designed to reduce the response time to wildfires by detecting sources of smoke when they first occur. By having 24-hour surveillance of the thousands of acres of land that surround our communities, this system is designed to find and identify small fires (caused by lightning strikes or other incidents). By identifying these remote fires early (while small), these cameras reduce the chances that these small fires become large and/or catastrophic wildfires. The cameras have proved to be a valuable tool for early detection and monitoring of wildfire threats and an invaluable resource on many occasions.

The Elephant Hill Communication site in Carbondale Fire's District near Redstone was added last year and, currently, RFFR has plans to install an additional location at the Crown Mountain communication site this year. There are also several other additional cameras that have been installed by Xcel Energy and Holy Cross Electric which also tie into this network of cameras in the Roaring Fork Valley.

FINANCIAL IMPACT:

TOSV's share to operate this system will be \$32,000 annually. The Town Council has appropriated \$40,000 in the revised 2024 budget for this expense.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

Improving safety is an underlying, fundamental goal of TOSV.

COUNCIL OPTIONS:

1. Approve the Resolution authorizing the IGA
2. Modify, then approve the Resolution approving the IGA
3. Choose not to participate and not approve the Resolution.

STAFF RECOMMENDATION:

It is the recommendation of Town Staff, that the Council, by motion,

Approve Resolution #9 Series of 2024 authorizing a Wildfire Monitoring Camera System.

ATTACHMENTS:

- Resolution
- IGA

1 **TOWN OF SNOWMASS VILLAGE**
2 **TOWN COUNCIL**

3
4 **RESOLUTION NO. 9**
5 **SERIES OF 2024**
6

7
8 **A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH**
9 **THE CITY OF ASPEN, TOWN OF SNOWMASS VILLAGE, PITKIN COUNTY, ASPEN**
10 **FIRE PROTECTION DISTRICT AND ROARING FORK FIRE PROTECTION**
11 **AUTHORITY REGARDING THE FUNDING OF A WILDFIRE EARLY WARNING**
12 **CAMERA SYSTEM**
13

14 WHEREAS, the Town of Snowmass Village, the City of Aspen, Pitkin County, the
15 Aspen Fire Protection District and the Roaring Fork Fire Protection Authority are all
16 political subdivisions of the State of Colorado; and
17

18 WHEREAS, pursuant to C.R.S. § 29-20-105, local governments are authorized
19 and encouraged to cooperate or contract with other units of government; and
20

21 WHEREAS, the people of the State of Colorado have authorized political
22 subdivisions to cooperate with each other and contract in matters set out in the attached
23 Agreement through the Colorado Constitution, Article XIV, Section 18(2)(A), Article XX
24 and Article XI, Section 7; and
25

26 WHEREAS, the above stated entities desire to jointly provide an early warning
27 fire detection system; and
28

29 WHEREAS, the above stated entities desire to cooperate with respect to
30 providing this service; and
31

32 WHEREAS, the Intergovernmental Agreement is designed to provide the
33 framework for the provision of this service and allocation of costs thereof, in order to
34 protect the health, safety and welfare of the municipalities; and,
35

36 WHEREAS, the Town Council desires to approve this IGA.
37

38 NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of
39 Snowmass Village, Colorado as follows:
40

- 41 1. The Intergovernmental Agreement with the City of Aspen, Town of Snowmass
42 Village, Pitkin County, Aspen Fire Protection District, and the Roaring Fork
43 Fire Protection Authority regarding the provision of the Wildfire early warning
44 camera system is hereby approved by the Town Council.
45
46 .
47

48 2. Direction.
49

50 The Mayor, and appropriate staff, are hereby authorized and directed to
51 execute the Intergovernmental Agreement approved by this Resolution on
52 behalf of the Town.
53

54 3. Severability.
55

56 If any provision of this Resolution or application hereof to any person or
57 circumstance is held invalid, the invalidity shall not affect any other provision
58 or application of this Resolution which can be given effect without the invalid
59 provision or application, and, to this end, the provisions of this Resolution are
60 severable.
61

62 INTRODUCED, READ AND ADOPTED, on this 1st day of April, 2024 by the
63 Town Council of the Town of Snowmass Village, Colorado on a motion made by Council
64 Member _____, seconded by Council Member _____, and by a vote of _____ in favor
65 and _____ opposed.
66

67
68 TOWN OF SNOWMASS VILLAGE
69
70

71
72
73 _____
74 Bill Madsen, Mayor
75

76 ATTEST:
77
78

79 _____
80 Megan Harris Boucher, Town Clerk

INTERGOVERNMENTAL AGREEMENT
For Wildfire Monitoring Camera Funding and Operation

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made this _____ day of _____, 2024 by and between the City of Aspen, whose address is 427 Rio Grande Place, Aspen Colorado 81611 (the “City”), the Board of County Commissioners of Pitkin County Colorado, whose address is 530 East Main St., Aspen Colorado 81611 (the “County”), the Town of Snowmass Village, whose address is 130 Kearns Road, Snowmass, Colorado 81615 (the “Town”), the Aspen Fire Protection District, whose address is 420 East Hopkins Avenue, Aspen, Colorado 81611 (“AFPD”), and Roaring Fork Fire Rescue Authority, whose address is 1089 JW Drive, Carbondale, Colorado, 81623 (“RFFRA”)

RECITALS

There currently exists four (4) wildfire monitoring camera stations located on Pitkin County Communication sites that monitor strategic wildland areas for smoke and allows for early wildfire detection and response, and

The County, the City, and the AFPD have jointly funded the annual expense and operation of the camera network to date, and

The County, the City, the Town, AFPD, and RFFRA desire to continue the operation and upkeep of the wildfire camera monitoring system, and

The operation of the camera system aims to reduce the response time of wildfires, and reduce chances that those small fires become large and catastrophic wildfires, and

The parties desire that this Agreement supersedes all prior agreements regarding Wildfire Monitoring Camera funding.

AGREEMENT

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

1. The City, the County, the Town, AFPD, and RFFRA hereby agree to share the costs of the camera system equally. In 2024, annual costs are estimated at \$32,000 per entity, which may be subject to increase in each subsequent year.
2. The AFPD shall be the primary contractor and financial agent between the camera vendor and the members of this agreement.
3. The proposed and estimated annual expenses for the operation of the cameras shall be provided by AFPD to other parties of this IGA by August 1 of each year for incorporation into each agency’s annual budgets.

4. The parties acknowledge that needs may arise for the maintenance of the equipment that could not be anticipated in the annual budget, due to unforeseen failures. Should the need for such unforeseen expenditures arise, the AFPD shall notify the parties as promptly as possible. The parties agree to work cooperatively and promptly in this circumstance to make necessary funding available to keep the wildfire camera program operating while budget revisions are processed in accordance with the applicable budget protocols.
5. Terms and Extensions. This agreement shall commence upon the date first written above and shall continue each year through written consent as determined by the Participating Members.
6. Assignability. This agreement is not assignable by any party hereto.
7. Modification. This Agreement may be changed or modified only in writing by an agreement approved by the respective Boards or Councils of the Governments and signed by authorized officers of each party.
8. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and all other promises and agreements relating to the subject of this Agreement, whether oral or written, are merged herein.
9. Severability. Should any one or more sections or provisions of this Agreement be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, the intention being that the various sections and provisions hereof are severable.
10. Termination Prior to Expiration of Term. Any Party has the right to terminate or withdraw from this Agreement, with or without cause, by giving written notice to the other Parties of such termination and specifying the effective date thereof. Such notice shall be given at least sixty (60) days before the effective date of such termination. Termination of the Agreement relieves the cancelling or withdrawing Party of any further responsibility under this Agreement.
11. Notice. Any notice required or permitted under this Agreement shall be in writing and shall be provided by electronic delivery to the e-mail addresses set forth below and by one of the following methods 1) hand-delivery or 2) registered or certified mail, postage pre-paid to the mailing addresses set forth below. Each party by notice sent under this paragraph may change the address to which future notices should be sent. Electronic delivery of notices shall be considered delivered upon receipt of confirmation of delivery on the part of the sender. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

To: Pitkin County
Jon Peacock, County Manager
530 East Main Street, Ste 302
Aspen, CO 81611
Jon.peacock@pitkincounty.com

With copies to:
Pitkin County Attorney's Office
530 East Main Street, Ste. 301
Aspen, CO 81611
attorney@pitkincounty.com

To: City of Aspen
Sara Ott, City Manager

With Copies to:
City of Aspen Attorney

130 South Galena St
Aspen CO 81611
Sara.ott@cityofaspen.com

130 South Galena Street
Aspen, CO 81611
attorney@cityofaspen.com

To: Aspen Fire Protection District
Rick Balentine, Chief
420 E. Hopkins Ave.
Aspen, CO 81611
rick.balentine@aspenfire.com

To: Town of Snowmass Village
Clint Kinney, Town Manager
130 Kearns Road
Snowmass Village, CO 81615
ckinney@tosv.com

With Copies To:
Town of Snowmass Village Attorney
130 Kearns Road
Snowmass Village, CO 81615
jdresser@tosv.com

To: Roaring Fork Fire Rescue Authority
Scott Thompson, Chief
1089 JW Drive
Carbondale, Colorado, 81623
sthompson@roaringforkfire.org

12. Government Immunity. The parties agree and understand that all parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees.
13. Current Year Obligations. The parties acknowledge and agree that any payments provided for hereunder or requirements for future appropriations shall constitute only currently budgeted expenditures of the parties. The parties' obligations under this Agreement are subject to each individual party's annual right to budget and appropriate the sums necessary to provide the services set forth herein. No provision of this Agreement shall be construed or interpreted as creating a multiple fiscal year direct or indirect debt or other financial obligation of any of the parties within the meaning of any constitutional or statutory debt limitation. This Agreement shall not be construed to pledge or create a lien on any class or source of any of the parties' bonds or any obligations payable from any class or source of each individual party's money.
14. Binding Rights and Obligations. The rights and obligations of the parties under this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
15. Agreement made in Colorado. This Agreement shall be construed according to the laws of the State of Colorado, and venue for any action shall be in the District Court in and for Pitkin County, Colorado.

16. Attorney Fees. In the event that legal action is necessary to enforce any of the provisions of this Agreement, the substantially prevailing party, whether by final judgment or out of court settlement, shall recover from the other party all costs and expenses of such action or suit including reasonable attorney fees.
17. No Waiver. The waiver by any party to this Agreement of any term or condition of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
18. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

The foregoing Agreement is approved by the Board of County Commissioners of Pitkin County, Colorado at its regular meeting held on the _____ day of _____, 2024.

The foregoing Agreement is approved by the Aspen City Council at its regular meeting held on the _____ day of _____ 2024.

The foregoing Agreement is approved by the Town of Snowmass Village Council at its regular meeting held on the _____ day of _____ 2024.

The foregoing Agreement is approved by the Board of the Aspen Fire Protection District at its regular meeting held on the _____ day of _____ 2024.

The foregoing Agreement is approved by the Board of the Roaring Fork Fire Rescue Authority at its regular meeting held on the _____ day of _____ 2024.

In witness whereof the parties hereto have caused this agreement to be executed as of the day and year first written.

BOARD OF COUNTY COMMISSIONERS
OF PITKIN COUNTY:

ATTEST:

BOARD OF COUNTY COMMISSIONERS

Jeanette Jones
Deputy County Clerk

By: _____
Steven F. Child, Chair

Date: _____

APPROVED AS TO FORM:

MANAGER APPROVAL

John Ely, County Attorney

Jon Peacock, County Manager

Jeff Krueger, Telecommunications
Manager

ATTEST

ASPEN CITY COUNCIL

By: _____
City of Aspen Clerk

By: _____
Torre, Mayor

Date: _____

APPROVED AS TO FORM

MANAGER APPROVAL

Austin Weiss, Parks and
Recreation Director

Sara Ott, City Manager

Jim True, City of Aspen Attorney

ATTEST

SNOWMASS TOWN COUNCIL

By: _____
Town Clerk

By: _____
Bill Madsen, Mayor

Date: _____

MANAGER APPROVAL

Clint Kinney, Town Manager

Jeff Conklin, Town Attorney

ATTEST

ASPEN FIRE PROTECTION DISTRICT

By: _____

By: _____
John Ward, Board President

Date: _____

FIRE CHIEF APPROVAL

Rick Balentine, Fire Chief

Date: _____

ATTEST

ROARING FORK FIRE RESCUE
AUTHORITY

By: _____

By: _____
Ed Van Walraven, Board President

Date: _____

FIRE CHIEF APPROVAL

Scott Thompson, Fire Chief

Date: _____

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

April 1, 2024

AGENDA ITEM:

Snowmass Mountain Minor PUD Amendment

PRESENTED BY:

Brian McNellis, AICP/MLA,
Senior Planner, Community Development Department

BACKGROUND:

The purpose of the public hearing is to hear a proposal from the Aspen Skiing Company to amend the 2017 PUD Guide to reflect the 2022 Master Development Plan (MDP). The 2022 MDP has been “accepted” by the National Forest Service. The proposed amendments provide for the Town’s ability/obligation to review improvements on the ski mountain through the Special Review or administrative application process in the Land Use and Development Code. This may include (but is not limited to) the review by Planning Commission and Town Council of any expansion/additions to restaurants, significant recreational amenities, and ski lifts, etc. The attached Snowmass Mountain PUD Amendment application letter provides a list of projects implemented since the adoption of the 2017 PUD guide, and a list of projects included with this amendment.

Pursuant to Section 16A-5-390 of the Town’s Land Use and Development Code, a PUD amendment is required to update the PUD Guide.

FINANCIAL IMPACT:

There is no significant fiscal impact with this land use review process.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

Staff finds the project contributes to the Town’s continued ability to review any major improvement to the ski mountain pursuant to the following goals and objectives identified in the 2018 Comprehensive Land Use Plan:

A.1 Promote the Town Resiliency & Sustainability Plan

A.2 Protect Public Views

A.3 Protect Wildlife Habitat and Other Environmentally Sensitive Areas

- A.4 Support the Comprehensive Water Conservation Program
- A.5 Be Innovative with Waste Management
- A.6 Protect Open Spaces that are Important to the Community

COUNCIL OPTIONS:

The Town Council should listen to the presentation by staff and the applicant, then consider the approved Planning Commission Resolution No. 2 of 2024 which recommends approval of the Minor PUD Amendment application with conditions.

STAFF RECOMMENDATION:

It is the recommendation of Town Staff, that the Council, by motion;

Approve Ordinance No. 7 series of 2024 on first reading and schedule the second reading for April 15th, 2024.

ATTACHMENTS:

- A. Draft TC Ordinance 7 of 2024
- B. PC Resolution No. 2 of 2024
- C. Staff Planning Summary
- D. Redline PUD Guide Amendment
- E. Snowmass Mountain PUD amendment application letter
- F. Internal TOSV Referral Comments
- G. Public Comments
- H. 2022 Snowmass Mountain Master Development Plan

**TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL**

**Ordinance No. 07
SERIES OF 2024**

**AN ORDINANCE OF THE TOWN COUNCIL REGARDING A MINOR AMENDMENT TO THE
SNOWMASS MOUNTAIN PLANNED UNIT DEVELOPMENT (PUD) GUIDE AS IT PERTAINS
TO ITEMS IN THE 2022 SNOWMASS MOUNTAIN MASTER DEVELOPMENT PLAN (MDP)**

WHEREAS, the Aspen Skiing Company ("Applicant") submitted on October 13, 2023 a combined a Minor PUD Amendment to Snowmass Mountain PUD for proposed expansion of activities and infrastructure as described or illustrated pursuant to the provisions in the PUD Guide attached hereto; and

WHEREAS, following Town staff completion reviews, the applications were deemed complete for referral purposes and the applications were referred to applicable Town departments and referral agencies on October 31, 2023 for review and comment; and

WHEREAS, a Development Review Team (DRT) meeting was conducted on November 2, 2023 to discuss the proposal with Town staff and referral agencies to identify issues and concerns as they pertain to the amendment; and

WHEREAS, the Minor PUD Amendment application proposes modified updates to the usages, figures and development parameters in the Final PUD Guide that would accommodate the on-going and future operations and services of the ski area as described in the 2022 Snowmass Mountain Master Development Plan (MDP); and

WHEREAS, the Minor PUD Amendment application was processed in accordance with Section 16A-5-390, Amendment of Final PUD, of the Municipal Code; and

WHEREAS, the Planning Commission reviewed the noted application and considered the recommendations of Town Staff on February 7, 2024 and continued the public meeting until February 21, 2024 at which time PC Resolution No. 2 of 2024 was unanimously adopted, recommending approval to the Town Council; and

WHEREAS, the Town Council reviewed the proposal on April 1, 2024 at which time PC Resolution No. 2 of 2024 was considered during a duly noticed public hearing.

NOW, THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Snowmass Village, as follows:

Section One: General Findings. The Town Council generally finds that:

Miscellaneous Findings:

1. The Applicant submitted the applications for the Minor PUD Amendment in accordance with the provisions of the Municipal Code, Section 16A-5-390.
2. The United States Forest Service (USFS), owner of a portion of the property, has provided written confirmation "acceptance" of the proposed projects included in the 2022 Master Development Plan for Snowmass Mountain, as further described

in their letter dated January 13, 2023 as part of the application materials, which appears to provide acceptable authorization in order to conduct a complete review of the applications by the Town.

3. The Town Council acknowledges the Planning Commission's concerns with the influx of traffic and parking needs associated on-mountain improvements and feel that there a need for better signage to efficiently direct skier traffic to available parking areas. The Town Council agrees that with additional development there may be a need for additional transportation demand management options.

Minor PUD Amendment Findings:

- 4 Pursuant to Section 16A-5-390(3) of the Municipal Code the Town Council finds that:
 - a) The proposed amendment is consistent with, or an enhancement of, the original (current PUD) approval.
 - b) The proposed amendment does not substantially adverse effect on the neighborhood surrounding the land where the amendment is proposed, nor have a substantially adverse impact on the enjoyment of land abutting upon or across the street from the subject property.
 - c) The proposed amendment does not change the basic character of the PUD or surrounding areas.
 - d) The proposed amendment complies with the other applicable standards of this Division 3, Planned Unit Development, including but not limited to [Section 16A-5-300\(c\)](#), General Restrictions, and [Section 16A-5-310](#), Review Standards.

Section Two: Action.: Pursuant to the findings stated in Section One of this Ordinance, the Town Council approves the Minor Planned Unit Development (PUD) Amendment of the proposed definitions, usages, figures and development parameters (as modified) in the Snowmass Mountain PUD Guide.

Section Three: Conditions. The Town Council sets forth the following conditions for the approval of the applications:

1. Commercial Service Areas should either be counted as floor area or exempt from the definition of Ski Related Commercial Facilities in the draft PUD Guide.
2. Prior to any submittal for land use consideration of Special Review items in the PUD Guide, the applicant shall produce necessary traffic, parking, employee generation, infrastructure demand analysis as deemed necessary by the Community Development Director for review.
3. "Special summer attraction" areas shall be limited to the areas identified in the 2022 MDP - Exhibit 4 and further articulated to include archery, paintball, and mountain boarding areas as specified in the draft PUD Guide and attached hereto as an exhibit prior to recordation.
4. Signage within private property and not associated with on-mountain wayfinding, shall require a sign permit from the Town and shall be subject to the general sign standards of the Land Use Code or as otherwise defined in any future adopted Snowmass Mountain Comprehensive Sign Plan.
5. Zones 1 through 4 shall be defined on Figure VI-5 of the MDP and included and attached hereto as an exhibit prior to recordation.

- 104 6. "Temporary Structures" shall be removed from the list of *Activities and Uses Allowed-*
105 *by-Right During the Traditional Season* since temporary structures are already
106 identified as structures that require "Administrative Modification" approval in the draft
107 PUD Guide.
- 108 7. Restricted Housing shall be removed from the list of *Activities and Uses subject to an*
109 *Amendment of Final PUD* in the draft PUD Guide as it is already (and more
110 appropriately) included on the *Activities and Uses subject to Special Review*.
- 111 8. In the newly added *Activities and Uses allowed, subject to review and approval of an*
112 *Administrative Modification* section of the draft PUD Guide, verbiage shall be added to
113 clarify that the Community Development Director may have temporary structures
114 reviewed by the Planning Commission at his/her discretion if deemed appropriate.
- 115 9. As it pertains to the expansion of mountain bike trails in the Burnt Mountain area, the
116 Town shall be provided a copy of the environmental report and aptly notified of any
117 community input meetings or Environmental Impact Statement (EIS) comment
118 period(s) prior to final approval.
- 119 10. The applicant shall continue to work with the Town to explore viable
120 improvement/replacement options for the Sky Cab (Skittles) gondola system.
- 121 11. The Town acknowledges that the applicant has undertaken substantial efforts towards
122 environmental sustainability and shall continue those efforts in the future in all new
123 development.
124

125 **Section Four: Severability.** If any provision of this Ordinance or application hereof to
126 any person or circumstance is held invalid, the invalidity shall not affect any other
127 provision or application of this Ordinance which can be given effect without the invalid
128 provision or application, and, to this end, the provisions of this Ordinance are severable.
129

130 **INTRODUCED, READ, AND APPROVED ON FIRST READING** by the Town Council of
131 the Town of Snowmass Village on April 1, 2024, upon a motion by Councilmember_____, the
132 second of Councilmember_____, and upon a vote of ___ in favor ___ against.
133

134 **INTRODUCED, READ, AND APPROVED ON SECOND READING**, by the motion of Town
135 Councilmember_____ and the second of Town Councilmember_____ by a vote
136 of ___ in favor and _____ against, on this _____ day of _____, 2024.
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141 TOWN OF SNOWMASS VILLAGE
142 TOWN COUNCIL
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145 _____
146 Bill Madsen, Mayor
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149 ATTEST:
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152 _____
153 Megan Harris Boucher, Town Clerk

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APPROVED AS TO FORM:

Jeff Conklin, Town Attorney

Attachments:

- a. Snowmass Mountain 2024 Planned Unit Development Guide

DRAFT

**TOWN OF SNOWMASS VILLAGE
PLANNING COMMISSION**

**RESOLUTION NO. 2
SERIES OF 2024**

**A RESOLUTION PROVIDING RECOMMENDATIONS TO THE TOWN COUNCIL
REGARDING A MINOR AMENDMENT TO THE SNOWMASS MOUNTAIN PLANNED UNIT
DEVELOPMENT (PUD) ITEMS IN THE SNOWMASS MOUNTAIN MASTER
DEVELOPMENT PLAN (MDP)**

WHEREAS, the Aspen Skiing Company ("Applicant") submitted on October 13, 2023 a combined a Minor PUD Amendment to Snowmass Mountain PUD for proposed expansion of activities and infrastructure as described or illustrated pursuant to the provisions in the PUD Guide attached hereto; and

WHEREAS, following Town staff completion reviews, the applications were deemed complete for referral purposes and the applications were referred to applicable Town departments and referral agencies on October 31, 2023 for review and comment; and

WHEREAS, a Development Review Team (DRT) meeting was conducted on November 2, 2023 to discuss the proposal with Town staff and referral agencies to identify issues and concerns as they pertain to the amendment; and

WHEREAS, the Minor PUD Amendment application proposes modified updates to the usages, figures and development parameters in the Final PUD Guide that would accommodate the on-going and future operations and services of the ski area as described in the 2022 Snowmass Mountain Master Development Plan (MDP).

WHEREAS, the Minor PUD Amendment application was processed in accordance with Section 16A-5-390, Amendment of Final PUD, of the Municipal Code; and

WHEREAS, the Planning Commission has reviewed the noted application and considered the recommendations of Town Staff on February 7, 2024 and continued the public meeting until February 21, 2024.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Commission of the Town of Snowmass Village, as follows:

Section One: General Findings. The Planning Commission generally finds that:

Miscellaneous Findings:

1. The Applicant submitted the applications for the Minor PUD Amendment in accordance with the provisions of the Municipal Code, Section 16A-5-390.
2. The United States Forest Service (USFS), owner of a portion of the property, has provided written confirmation "acceptance" of the proposed projects included in the 2022 Master Development Plan for Snowmass Mountain, as further described in their letter dated January 13, 2023 as part of the application materials, which appears to provide acceptable authorization in order to conduct a complete review of the applications by the Town.

3. Planning Commission has concerns with the influx of traffic and parking needs associated on-mountain improvements and feel that there a need for better signage to efficiently direct skier traffic to available parking areas. With additional development there may be a need for additional transportation demand management options.

Minor PUD Amendment Findings:

- 4 Pursuant to Section 16A-5-390(3) of the Municipal Code the Planning Commission finds that:
 - a) The proposed amendment is consistent with, or an enhancement of, the original (current PUD) approval.
 - b) The proposed amendment does not substantially adverse effect on the neighborhood surrounding the land where the amendment is proposed, nor have a substantially adverse impact on the enjoyment of land abutting upon or across the street from the subject property.
 - c) The proposed amendment does not change the basic character of the PUD or surrounding areas.
 - d) The proposed amendment complies with the other applicable standards of this Division 3, Planned Unit Development, including but not limited to Section 16A-5-300(c), General Restrictions, and Section 16A-5-310, Review Standards.

Section Two: Action. Pursuant to the findings stated in Section One of this resolution, the Planning Commission recommends that the Town Council approve the Minor Planned Unit Development (PUD) amendment of Snowmass Mountain for the proposed definitions, usages, figures and development parameters (as modified) in the final PUD Guide.

Section Three: Conditions. The Planning Commission makes the following recommendations for consideration by Town Council as conditions for the approval of the applications:

1. Commercial Service Areas should either be counted as floor area or exempt from the definition of Ski Related Commercial Facilities in the draft PUD Guide.
2. Prior to any submittal for land use consideration of Special Review items in the PUD Guide, the applicant shall produce necessary traffic, parking, employee generation, infrastructure demand analysis as deemed necessary by the Community Development Director for review.
3. "Special summer attraction" areas shall be limited to the areas identified in the 2022 MDP - Exhibit 4 and further articulated to include archery, paintball, and mountain boarding areas as specified in the draft PUD Guide and attached hereto as an exhibit prior to recordation.
4. Signage within private property and not associated with on-mountain wayfinding, shall require a sign permit from the Town and shall be subject to the general sign standards of the Land Use Code or as otherwise defined in any future adopted Snowmass Mountain Comprehensive Sign Plan.
5. Zones 1 through 4 shall be defined on Figure VI-5 of the MDP and included and attached hereto as an exhibit prior to recordation.
6. "Temporary Structures" shall be removed from the list of *Activities and Uses Allowed-by-Right During the Traditional Season* since temporary structures are already identified as structures that require "Administrative Modification" approval in the draft

PUD Guide.

7. Restricted Housing shall be removed from the list of *Activities and Uses subject to an Amendment of Final PUD* in the draft PUD Guide as it is already (and more appropriately) included on the *Activities and Uses subject to Special Review*.
8. In the newly added *Activities and Uses allowed, subject to review and approval of an Administrative Modification* section of the draft PUD Guide, verbiage shall be added to clarify that the Community Development Director may have temporary structures reviewed by the Planning Commission at his/her discretion if deemed appropriate.
9. As it pertains to the expansion of mountain bike trails in the Burnt Mountain area, the Town shall be provided a copy of the environmental report and aptly notified of any community input meetings or Environmental Impact Statement (EIS) comment period(s) prior to final approval.
10. The applicant shall continue to work with the Town to explore viable improvement/replacement options for the Sky Cab (Skittles) gondola system.
11. The Town acknowledges that the applicant has undertaken substantial efforts towards environmental sustainability and shall continue those efforts in the future in all new development.

Section Four: Severability. If any provision of this Resolution or application hereof to any person or circumstance is held invalid, the invalidity shall not affect any other provision or application of this Resolution which can be given effect without the invalid provision or application, and, to this end, the provisions of this Resolution are severable.

INTRODUCED, READ, AND APPROVED by the Planning Commission of the Town of Snowmass Village on February 21, 2024 upon a motion by Planning Commission Member Clauson, the second of Planning Commission Member Faurer, and upon a vote of 6 in favor 0 against.

TOWN OF SNOWMASS VILLAGE
PLANNING COMMISSION



Brian Marshack (Mar 20, 2024 10:21 MDT)

Brian Marshack, Chairperson

ATTEST:



Ashleigh Huff, Secretary

PC Reso No. 2 of 2024_final

Final Audit Report

2024-03-20

Created:	2024-02-22
By:	Ashleigh Huff (Ahuff@tosv.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA38Xgcqt8mLplHDjirCEds8ItZF9Q_fpN

"PC Reso No. 2 of 2024_final" History

-  Document created by Ashleigh Huff (Ahuff@tosv.com)
2024-02-22 - 5:32:22 PM GMT
-  Document emailed to brian@parkstreetdg.com for signature
2024-02-22 - 5:32:42 PM GMT
-  New document URL requested by Ashleigh Huff (Ahuff@tosv.com)
2024-03-20 - 1:36:03 PM GMT
-  Email viewed by brian@parkstreetdg.com
2024-03-20 - 4:21:03 PM GMT
-  Signer brian@parkstreetdg.com entered name at signing as Brian Marshack
2024-03-20 - 4:21:33 PM GMT
-  Document e-signed by Brian Marshack (brian@parkstreetdg.com)
Signature Date: 2024-03-20 - 4:21:35 PM GMT - Time Source: server
-  Agreement completed.
2024-03-20 - 4:21:35 PM GMT

Town of Snowmass Village

Town Council Meeting

Date: April 1, 2024

Agenda Item: Snowmass Mountain Planned Unit Development (PUD) Minor Amendment

Applicant: Aspen Skiing Company

Presented By: Brian McNellis, Senior Planner AICP/ASLA

I. PURPOSE:

The Planning Commission is asked to consider a proposal to amend the 2017 PUD guide as submitted by Aspen Skiing Company ('applicant') which pertains to infrastructure and operations within the Snowmass ski area. The application specifically includes changes to Ski Related Commercial Facilities and Ski Related Operational Facilities charts included in prior adopted PUD guide approvals.

II. SUMMARY DESCRIPTION OF PROJECT.

With the acceptance of the 2022 Snowmass Mountain Master Development Plan (MDP) by the White River National Forest (WRNF), the applicant is subsequently requesting a minor PUD amendment to the for expansion of on-mountain activities, snowmaking facilities, and commercial square footage along with the expected replacement/upgrade of various ski lifts throughout the mountain. These requests may be reviewed by pending and individualized Environmental Impact Statements as deemed necessary by the US Forest Service. From a municipal standpoint, the changes are reviewed as a Minor PUD Amendment in accordance with the Land Use and Development Code.

Future projects and activities proposed in the 2022 MDP are identified in the Application Letter (attached) which include the adaption of the Village Express lift to a 10-person gondola and a new ski lift accessing "Burnt Mountain" ski terrain (among other mountain-wide summer and wintertime improvements – see). Although the ski mountain is within the Town boundary, a vast majority of proposed improvements are outside private property and within Forest Service land – in which case the federal government is a primary entity overseeing the issuance of permits.

III. BACKGROUND

- Ordinance No. 2 of 2005, was approved granting Final PUD for the Snowmass Mountain Plan Amendment. These changes affected the ski mountain, and involved the replacement of lifts, a new gondola, expansion

of recreation areas, new restaurants, additional trails/terrain, expansion of the snow-making operations, and the introduction of summer activities. These changes were considered as part of a re-zoning of the ski mountain to 'Recreation' (REC). This ordinance carried forward the previously approved limitations of the total building and commercial square footage on the mountain (floor area) of 120,000 square feet. As part of that approval, 8,360 square feet of employee housing was required to be mitigated by the Club Commons Restricted Housing Agreement in 2005. As the Club Commons II project was utilized by Base Village for their housing mitigation, Aspen Skiing Company paid cash-in-lieu for the employee housing required by ordinance.

- Ordinance No. 1 of 2011, was approved granting a Final PUD amendment for the Elk Camp restaurant at which time a portion of the PUD guide definitions section was modified for Ski-Related Commercial Facilities, Ski-Related Facilities and Commercial Service Areas. The Ski-Related Commercial Facilities were defined as those commercial uses not related to the operational function of the resort (i.e. restaurants). The limitation of 120,000 SF was placed on the amount of Commercial space and a limitation of 80,000 SF was placed on the amount of Building Ground Coverage.
- Ordinance No. 1 of 2016 was approved granting a Final PUD for an amendment to Snowmass Mountain PUD Plan, most notably granting the allowance of Special Review for the expansion of Gwyn's High Alpine restaurant.

IV. CORE ISSUES

Employee Housing Mitigation: The proposed changes to the Ski-Related Commercial Facilities table (see Attachment C) are well within the maximum square footage totals (< 120,000 SF) approved in Ordinance 1, Series of 2016. The Town understands the need for systematic updates, improvements, expansion, and replacement of specific on-mountain infrastructure to maintain Snowmass as a world class tourist destination. In the draft PUD Guide, the Community Development Department retains the ability to review each of these ('major') improvements through the Special Review process prior to building permit issuance. As part of any Special Review for commercial expansion, the applicant should be required quantify additional employee generation (in accordance with Table 4-5 of the Land Use Code) and specify workforce housing mitigation for those employees (see Housing Director memo in 'Referral Comments' - Attached)

Parking and Traffic: As stated in the Public Works memo (see 'Referral Comments – Attached') the proposed improvements will generate additional traffic and a need for additional parking. The draft PUD Guide does not account for the anticipated influx in parking and traffic which may negatively impact local roads and existing parking areas in the long term. A professionally generated report studying parking and traffic generation for each and all the improvements in the MDP would be beneficial in helping to

accommodate future automobile use and related impacts.

V. APPLICABLE REGULATIONS

For Minor PUD Amendments, the standards that regulate the review include Section 16A-5-390, Amendment of Final PUD.

Minor Amendment to final PUD- Section 16A-5 390(3) Review Standards

- 1. Consistent with Original PUD: The proposed amendment shall be consistent with, or an enhancement of, the original PUD approval.*
- 2. No substantially adverse impact: The proposed amendment shall not have a substantially adverse effect on the neighborhood surrounding the land where the amendment is proposed or have a substantially adverse impact on the enjoyment of land abutting upon or across the street from the subject property.*
- 3. Not change character: The proposed amendment shall not change the basic character of the PUD or surrounding areas.*
- 4. Comply with other applicable standards: The proposed amendment shall comply with the other applicable standards of this Division 3, Planned Unit Development, including but not limited to Section 16A-5-300(c), General Restrictions, and Section 16A-5-310, Review Standards.*

Staff Response: Staff finds the proposed PUD Amendment will not substantially impact the character of the Town as it pertains to previously approved and newly proposed uses, activities, and operations of the ski area as generally anticipated. The cumulation of the proposed improvements will certainly have long-term impacts on the Town including employee generation, increased traffic, and possibly greater parking and infrastructure demand. All improvements should be reviewed, and impacts accounted for during any future Special Review application process as required by the PUD. The Community Development Director has authorization to require reports and “other information” for review by the Town as part of any Special Review application submittal pursuant to Sec. 16A-5-390 - Amendment of Final PUD 2(b) of the Land Use Code. These may include (but will not be limited to) traffic, parking, and employee generation analysis.

Appendix A:
Snowmass Mountain
2023 Planned Unit
Development Guide
May 11, 2017~~October 13, 2023~~

This **Planned Unit Development (PUD)** Guide summarizes the final development plan, land uses, densities, zone district limitations and development regulations for the master plan amendment concerning Snowmass Mountain. Where this PUD Guide does not address a specific development standard or requirement of the Code, the provisions of the Municipal Code will apply. To the extent the provisions of this PUD Guide conflict with or are in any way inconsistent with the Municipal Code, the provisions of this PUD Guide will apply. References in this PUD Guide to the Municipal Code mean provisions as amended or renumbered from time to time except that if the applicable provision has been amended to be more restrictive or burdensome on the development or use of the Project or a portion thereof than the provision in effect as of the date hereof, the version of the Municipal Code in effect on the **March 30, 2023** ~~April 10, 2017~~ will apply.

PURPOSE

The purpose of this Recreation Zone District **PUD Guide** is to establish a zone district that regulates the recreational facilities, activities, uses including those mixtures of uses related to mountain operations on Snowmass Mountain, and the intensity thereof within appropriate areas of the Town, in efforts to:

- a) provide areas for uses required by, and for the benefit of the public, or to be reserved for future recreational type facilities, activities and uses;
- b) ensure that areas not appropriate for development are preserved in a recreational type state for future generations to use and enjoy;
- c) create new opportunities for residents and guests to access and enjoy the mountains and accessible natural state areas,
- d) enhance and excel outdoor recreational opportunities, including the awareness of the mountain environments and athletic achievement;
- e) create new, restore and refresh the health of the general public; and
- f) renew the human spirit by creating and maintaining places where the mind, body and spirit are all invigorated, for the purpose of benefiting all residents and visitors within the Town.

DEFINITIONS

Beyond the definitions supplied in the Municipal Code, below are additional definitions for this PUD Guide:

~~A definition for Ski-Related Commercial Facilities is proposed for addition in order to clarify~~

~~what is included in the limitation on use for Ski-Related Commercial Facilities in the Limitations on Use and Facilities section of the Final PUD Guide. A definition for Ski-Related Facilities is included to list other on-mountain facility types. A definition for Commercial Service Areas is proposed in order to establish what spaces can be included within the floor area calculation exemption for Commercial Service Areas that is referred to in the Town Land Use Code but is not further defined. The updated and new definitions are:-~~

Ski Related Commercial Facilities means on-mountain hut, lodging, restaurant, and picnic facilities in support of the mountain's commercial uses and operations together with the following uses in conjunction therewith:

- a) access, circulation, stairs, elevators, lobby and vestibule spaces associated with building circulation;
- b) rest rooms (public and private);
- c) food service/kitchen/cafeteria operations, points of sale and associated equipment;
- d) retail which is incidental and accessory to the principal use of the building;
- e) employee facilities to include locker rooms, meeting rooms, break rooms, dining areas, showers, offices which are accessory to the commercial use of the building;
- f) overnight accommodations and areas associated therewith, subject to limitations.

See **AttachmentExhibit 1. Ski-Related Commercial Facilities Table 1.** The Ski-Related Commercial Facilities Table shall be updated prior to the Town of Snowmass Village issuing a Building/Demo Permit for the respective Ski-Related Commercial Facility. Table 1 may be updated administratively as an attachment to this PUD Guide.

Ski Related (Operational) Facilities means on-mountain facilities and structures in supporting mountain operations but not of a commercial nature, including but not limited to lift shacks and operator houses, outhouses, storage buildings, lift maintenance facilities, NASTAR start/finish houses, water treatment facilities, patrol facilities, bomb caches, snowmaking pump houses and other related facilities.

See **AttachmentExhibit 2. Ski-Related (Operational) Facilities Inventory Table 2.** The Ski-Related (Operational) Facilities Inventory Table shall be updated prior to the Town of Snowmass Village issuing a Building/Demo Permit for all Ski-Related (Operational) Facility. Table 2 may be updated administratively as an attachment to this PUD Guide.

Commercial Service Areas means areas within the commercial building that support and serve the building's commercial use and including but not limited to: service corridors and circulation, service stairs and elevators that are not used by the public, loading dock, shipping and receiving areas, trash and recycling spaces. These spaces are exempt from floor area calculations consistent with the TOSV Land Use Code.

Indoor Recreation Facility means climbing walls, video games, table games, paintball games, and similar facilities.

Open Use Recreation Site means land designated for public outdoor recreational use, either publicly owned or privately owned and available on a fee, non-fee or membership basis, including but not limited to such facilities as playgrounds and play fields, ski areas, trail

networks, golf courses, tennis courts and similar court installations for outdoor entertainment.

Recreational-related Activities and Facilities Conditional means: special on-mountain events to host more than 500 people at one time (e.g., weddings, concerts, children's activities, private parties, worship services, and other group activities and social events); and/or special summer attractions, including:

hang-gliding, paragliding, zip lines and canopy tours, commercial jeep tours, lift-served downhill mountain biking, overnight camping facilities, outdoor climbing walls, outdoor concert venues, challenge courses, disc golf, archery, paintball, mountain boarding, expansion of snowmaking; fuel farms; storage areas for avalanche control devices; storage of ski equipment; construction staging related to mountain operations; overnight truck parking for purposes of large deliveries; construction or events related to recreational mountain operations; indoor recreational facilities that change the primary use of the building; dining and food services associated with night operations for the mountain coaster, tubing and skating; private dining for ski clubs on the private lands located on mountain; commercial snowmobile tours; alpine slides and coasters; shelters, mountain huts including those for overnight use; operating buildings or structures related or ancillary to summer recreation activities; any nighttime operations requiring lighting; surface water storage facilities and features.

LAND USE PARAMETERS

General Notes

1. If the 13,600 skiers-at-one-time¹ rated capacity is exceeded on a regular basis, and adverse impacts to the West Village area are experienced, Aspen Skiing Company will present to the Town of Snowmass Village and the US Forest Service, a plan to mitigate these adverse impacts.

2. The Provisions of Ordinance 5, Series of 2017, Ordinance No. 2, Series of 2005, Ordinance No. 9, Series of 1994 and Ordinance No. 13, Series of 1991, after the effective dates thereof, will impose use restrictions and regulations upon lands owned by the United States of America in addition to privately owned lands. The responsibility for the consequences of compliance with such restrictions and regulations upon lands owned by the United States of America lies with private permittees, licensees, or contractors of the United States Forest Service and not with any agency or instrumentality of the United States. Snowmass Village recognizes and acknowledges that its jurisdiction is concurrent with the United States, and further that its authority to regulate uses and activities on Federal lands will be enforceable only to the extent that such enforcement does not pose a significant threat to any identifiable Federal policy or interest ~~or~~ and does not stand as an obstacle to the accomplishment and execution of a Congressionally approved use of such Federal lands.

Accordingly, the regulatory scheme contemplated in Ordinance 5, Series of 2017, Ordinance No. 2, Series of 2005, Ordinance No. 9, Series of 1994 and Ordinance No. 13, Series of 1991, and as described in this amended and restated Land Use Plan map, are supplementary to and not in derogation of Federal Law. Further, the Town recognizes and acknowledges that the United States shall not be liable for or assessed any ad valorem tax, excise tax or special assessment

¹ In 1994, skiers-at-one-time was the industry standard planning metric for design capacity evaluations. As of 2023, Comfortable Carrying Capacity (CCC) is the preferred metric and is used in the attached 2022 MDP (see Exhibit 4). The 2022 MDP describes an upgrade plan CCC of 14,820 guests per day. This is equivalent to approximately 11,050 skiers-at-one-time. No adjustment of 13,600 skiers-at-one-time is being proposed.

which may be levied or imposed by and within Snowmass Village.

3. Snowmaking is considered to be a use by right within those areas designated ~~on Exhibit '4' of this PUD Guide, from in~~ Ordinance No. 2, Series of 2005, ~~Ordinance No. 5, Series of 2017,~~ and the ~~2015 SMMDP~~ 2022 Snowmass Mountain Master Development Plan (2022 MDP) in Exhibit 4. Construction details, timing, and actual location of snowmaking facilities (e.g., buildings/structures) or the expansion thereof are subject to special review approval.

4. The boundary descriptions as referenced in the 1999 land use map at Reception No. 428679 in Plat Bk. 48, Pg. 97 & 98 are illustrative only. The actual boundary of the 'Recreation ' zone district for Snowmass Mountain is established by separate rezoning action with an exhibit of the boundary area to be zoned 'Recreation.' Reference Exhibit 'A" of Ordinance No. 2, Series of 2005.

Limitations of Facilities and Uses (for new development/re-development since the Ordinance 94-09 approval):

- Maximum Building Square Footage - 120,000 SF (Note: This does not include the existing buildings and structures as of 1994. See ~~Inventory Exhibit~~ Exhibit 1 for detailed information)
- Maximum Amount SF Commercial Space - 120,000 SF
- Maximum Building Ground Coverage - 80,000 SF
- Minimum Square Footage (See Impact Footage of Employee Housing Units Mitigation Agreement)
- ~~Snowmaking Compressor Building - 2,500 SF~~
- East Village Day Lodge and Skier Services - 9,010 SF
- Parking - 400 cars
- Mid-Station (~~previously envisioned at Elk Camp Meadows~~ currently known as Elk Camp campus) — 43,815 SF includes Gondola terminal, Restaurant, Information and Interpretive Facility, Patrol and Support (pursuant to Ordinance No. 9, Series of 1994 approval)
- Summit Station - 5,500 SF includes Gondola terminal, Restaurant, Information /Interpretive Facility, Patrol and Support (pursuant to Ordinance No. 9, Series of 1994 approval)
- ~~Special Review Uses (in addition to use table below) Snowmaking Compressor Building - 2,500 SF (Construction Details - Site Specific)~~

Area & Bulk Requirements:

- Maximum Building Height - 65 feet at Locations labeled "R" on the 1999 plan that meant the restaurant areas in Elk Camp Meadows, Alpine Springs, Up for Pizza, Ullrhof, Spider Sabich, and Sam's Knob (Maximum Building Height shall not be applied to lift towers or other lift mechanisms; these items shall carry no Maximum Height Restrictions)
- Maximum height of the canopy tour shall not exceed 90 Feet.

Employee housing:

Employee housing requirements are pursuant to Municipal Code 16A-4-420(2)(c), 'Other Means,' or by constructing a suitable housing project, pursuant to the Restricted Housing

Agreement (Exhibit "C" of Ordinance No. 2, Series of 2005). Aspen Skiing Company shall submit an annual report of restricted housing year-round and seasonal capacity/occupancy to the Town Housing Department. This report shall be submitted on an annual basis to the Planning Director by the 31st of January for the previous year and will be an attachment to this PUD Guide.

Specific and Definitive Listing of Permitted or Conditional Uses

The following listing of uses shall serve as the standard for the administration of the zoning process for the lands within the Snowmass Mountain PUD boundaries within the Town of Snowmass Village.

The uses are divided into the following three categories:

- Activities and uses allowed all year;
- Activities and uses allowed during the traditional winter season;
- Activities and uses which are allowed by further review

Activities and Uses Allowed All Year

Activities which are allowed all year are those uses which are typically associated with the year-round recreational use of the mountain and have little or no environmental and service related impacts. Refer to the ~~2015 Snowmass Mountain Master Development Plan~~ 2022 MDP (see Exhibit 4) illustration (SMMDP) Upgrade Plan, Figure VI-1, VI-2, VI-3, VI-4, and VI-5, incorporated herein, which shows locations of buildings, lifts, trails, access roads and utility corridors.

Permanent uses allowed by right year-round include the following, but are subject to Special Review if substantial changes in the use are proposed:

1. All permitted existing uses and activities,
2. General maintenance activities normally associated with the operation of the recreation area including but not limited to:
 - a. Construction of new lift facilities and conveyances as shown on the plan as well as lift renovation, relocation, upgrading and, maintenance to the extent there is no significant increase in the bulk of the top or bottom terminals or that there is no increase in the ski area terrain capacity as a result of such work beyond the mountain capacity identified in the ~~SMMDP~~ accompanying MDP (see Exhibit 4).
 - b. Removal of lifts and conveyances.
 - c. All ski trail work including grading, clearing, glading, fine grooming, revegetation and other such activities normally associated with the construction, maintenance and improvement of trails and walkways.
 - d. Construction of terrain parks and ancillary snowmaking.
 - e. All hiking, biking and equestrian trail work including grading, clearing, glading, fine grooming, revegetation and other such activities normally associated with the construction, maintenance and improvement of trails,
3. General maintenance and construction and reconstruction and renovation of mountain buildings, subject to local building permit regulations.
4. Construction of the utility trenches as needed for the repair and maintenance of all utility and snowmaking systems.
5. Maintenance of all mountain facilities.

6. Expansion of snowmaking terrain depicted in the accompanying the 2022 SMMDPMDP (see Exhibit 4),
7. Grazing and ~~t~~Timber cutting on Forest Service lands when allowed by Special Use Permits through the Forest Service.
8. Hunting on Forest Service lands where and when allowed by governing state, federal and local authorities.
9. Hiking, biking, horseback riding on mountain roads and trails and other recreational endeavors on federal, state and locally controlled areas, except when prohibited due to on- mountain construction or wildlife closures.
10. Special summer attractions including hang-gliding, paragliding, zip lines/canopy tours, challenge courses, hiking, fishing, disc golf, archery, paintball, mountain boarding, climbing walls, gathering areas, alpine slides/mountain coasters, or similar activities, commercial jeep tours, and commercial mountain biking.
11. Water lines, water treatment facilities, sewer lines, compressed air lines and other such utilities required for the operation of existing snowmaking machinery, restaurants and other such facilities in the area.
12. Existing access roads for maintenance and construction of facilities on the mountain,
13. Existing Fuel Farms.
14. Existing storage of Avalanche Control Devices including construction of the Powder Mixing and Storage Magazine Facility.
15. Aspen Skiing Company offices.
16. Picnics.
17. Tube and lattice lift towers and other supporting structures needed to achieve normal lift criteria as well as platforms and towers associated with summer activities.
18. New or replacement top and bottom drive and return stations and lift operators' cabins/huts, including stations and shelters for summer activities such as canopy tours and alpine coasters.
19. Annual maintenance and or replacement of lift machinery and systems as long as such work does not significantly result in change to the lift's capacity, alignment or length.
20. Snowboarding, snowshoeing, snowbiking, and skiing, both Nordic and Alpine,
21. Operation of the Elk Camp gondola.
22. Storage, both existing and in structures depicted in the SMMDP-accompanying MDP of mountain operations equipment (see Exhibit 4).
23. Special events including weddings, concerts, children's activities, private parties, worship services and other group activities and social events less than 500 people at one time,
24. Guided and self-guided environmental tours,
25. Accessory recreational facilities, signage, structures, or shelters designed to support specific recreational endeavors, such as climbing walls, paintball games, or other summer activities.
26. Operation of the mountain restaurants,
27. Operation of the on-mountain children's activities in summer and winter.
28. Information shelters and cookie stands on the mountain.
29. Rental and sales of recreational equipment and goods.
30. Night operations of the Elk Camp gondola, Sky Cab and Village Express lift until 12:00 a.m., with option to extend hours subject to Special Review.
31. Night operations of on mountain restaurants until 12:00 a.m.

32. Night operations of mountain coaster, snow tubing, snow biking, and associated infrastructure for summer and winter activities. All additional lighting shall be subject to TOSV Lighting Ordinance requirements.
33. Surface water storage facilities and features.
34. Antenna reception or transmission devices mounted upon, incidental or accessory to permitted buildings and structures.
35. Construction, use, and removal of temporary structures (e.g., Sprung Structures) subject to the review and approval of an Administrative Modification.

Activities and Uses Allowed by Right During the Traditional Winter Season or During the Preparation for the Opening of the Ski Area

Uses and activities allowed during the traditional winter season, or during preparation for the mountain opening, are set by the adoption of this plan. Activities which are allowed during the traditional winter season are those uses which provide basic support services for guests and mountain operations, and have little or no environmental and service related impacts.

1. Ski and Snowboard School and toddler skiing and snowboarding activities including meeting areas and structures.
2. Existing restaurants, including indoor and outdoor eating and drinking establishments, as described in this PUD Guide.
3. Places for retailing of goods in support of skiing and snowboarding operations.
4. Personal service outlets including minor ski and snowboard repair activities in support of mountain operations.
5. Public restrooms.
6. Lift operations of all lifts shown and described in the accompanying ~~plan~~MDP (see Exhibit 4).
7. Operations on all trails/terrain as shown and described in accompanying plan.
8. Accessory buildings both existing and those depicted in the ~~SMMDP~~accompanying MDP including, but not limited to temporary structures, patrol stations, warming huts, equipment storage buildings and lift operator huts (see Exhibit 4). For the Replacement of such buildings, (Note: Existing accessory buildings shall be limited by the uses mentioned, including size maximums, and should not be unlimited as stated in the application. Otherwise, any replacement building shall be subject to the Administrative Modification or PUD Amendment procedures, whichever applies).
9. Indoor recreational facilities including, but not limited to video games and table games, which do not change the primary use of the building.
10. Ticket sales areas.
11. Snowboarding, skiing, snowshoeing and similar snow sports.
12. Snowmaking in areas depicted in the ~~2015 SMMDP~~accompanying MDP (see Exhibit 4).
13. Avalanche control work accomplished by the use of high explosives.
14. Snow grooming including, but not limited to rolling, tilting, compaction, cutting, dozing and relocating.
15. Outdoor recreational uses and facilities set in a natural environment including but not limited to racing, free-style contests and other such organized special events utilizing amplified public address systems during normal daytime mountain operations.
16. Establishment of lift opening times, trail closures, grooming schedules, existing snowmaking efforts and other on-going mountain management issues.

17. Professionally guided tours.
18. Guided tours within and outside the USFS Special Use Permit (SUP) boundary.
19. Ice-skating and all grooming and maintenance associated with ice maintenance.
20. Professional and amateur snow sport, biking, and other recreational racing and free-riding events.
21. Sledding and Tubing operations.

Activities and Uses which are Allowed by Further Review

Activities and Uses allowed, subject to Special Review

1. Special on-mountain events designed to host more than 500 people at one time, which shall address the impacts associated with security, trash removal, noise, lighting, and hours of operation, including proposed mitigation techniques (Applies to individual Applicants, but Town-sponsored events shall be exempt).
2. Expansion of fuel farms.
3. Expansion of storage areas for Avalanche Control Devices.
4. Free standing Antenna Reception or Transmission Devices, such as cellular or radio tower greater than 10 feet in height.
5. Expansion of storage of winter and summer activities equipment and constrictor staging.
6. Overnight truck parking.
7. Indoor recreational facilities, including but not limited to video games and table games, which changes the primary use of the building.
8. Personal Services.
9. Restaurants, including:
 - a. Dining and food service associated with night operations for skating, tubing and coaster operations.
 - b. Private dining for ski clubs on the private lands located on the mountain.
 - c. New shelters or restaurant facilities or expansion thereof not identified on the current plan submission, which shall also be subject to review and approval of a Minor PUD Amendment within the Elk Camp Meadows, Alpine Springs, Up for Pizza, Ullrhof, Spider Sabich, and Sam's Knob areas.
10. Operation of the Elk Camp gondola, Sky Cab, and Village Express lifts beyond 12:00 a.m.
11. Commercial snowmobile tours.
12. Expansion of snowmaking, including related facilities (e.g., buildings and structures).
13. Any nighttime operations that require lighting, subject to conformance with the lighting ordinance.
14. Restricted Employee Housing processed in conformance with the application requirements of Sec. 16-A-5-300, which shall also be subject to review and approval of a PUD Amendment.
15. Public Utility Uses, Services and Facilities, including above and below grade water storage tanks.
16. Year-round overnight accommodations that allow for a unique on-mountain experience such as huts or similar structures available for public / private use. Such accommodations preclude the use of private vehicular access.
17. Commercial E-bike use utilizing existing on-mountain roads, downhill mountain biking trails, and cross-country mountain biking trails.

18. Commercial electric snowkart use utilizing existing over the snow terrain.

Activities and Uses offered, subject to Amendment of Final PUD:

The Planning Director shall determine whether the amendment proposal should be classified as an administrative, major or minor amendment, taking into consideration the totality of the circumstances of the proposed amendment together with the procedures set forth in code Section 16A-5-390 of the Town of Snowmass Village Municipal Code.

Activities and Uses allowed, subject to review and approval of a Minor PUD Amendment:

1. Expansions of any individual building on the mountain other than restaurants and lift top and bottom drive terminals by more than 10% or 2,000 square feet, whichever is less.
2. New shelters or restaurant facilities or expansion thereof not identified on the current ~~Master Plan~~MDP submission within the Elk Camp Meadows, Alpine Springs, Up for Pizza, Ullrhof, Spider Sabich, and Sam's Knob areas, which shall also be subject to Special Review.
3. Restricted Employee Housing processed in conformance with the application requirements of Sec. 16-A-5-300, which shall also be subject to Special Review.
4. Expansion of existing transit center/depot at Two Creeks (informational only - subject to the East Village PUD development standards).
5. Parking lot reconfiguration and expansion other than those approved with the Base Village application.

Activities and Uses allowed, subject to review and approval of an Administrative Modification:

1. The Planning Director has the authority to issue changes to the use of temporary structures (e.g., Sprung Structures). This includes but is not limited to the implementation, extension of temporary use duration, and removal of temporary structures.

AttachmentExhibits

1. Ski-Related Commercial facilities Table
2. Ski-Related (Operational) Facilities Inventory List
3. Annual Restricted Housing Report ~~(to be submitted as attachment in January 2018 for the year 2017 and continually updated on an annual basis)~~
4. 2015 SMMDP2022 Snowmass Mountain Master Development Plan

TABLE 1. SKI-RELATED COMMERCIAL FACILITIES

Facility	Date Constructed	Building Size (Sq. Ft.)	Footprint Size (Sq. Ft.)	Indoor Seats	Outdoor Seats
Elk Camp Restaurant	2012	14,936	10,659	395	150
Sam's Smokehouse Restaurant	2006, 2019 (remodel)	8,821 7,080	8,821 7,080	150 180	50
Ullrhof Restaurant	1969, 1989 (addition), 2013 (remodel)	10,000	5,000	230 259	250
High Alpine Restaurant	1973, 1985 (addition), 2016 (remodel)	19,718	7,718	672 678	208 150
Spider Sabich Picnic Area	1985	6,348	6,348	0	250
Lynn Britt Cabin	1997	1,650	1,650	68 65	50
Lizard Lodge	2000	1,000	1,000	60 80	50
Up 4 Pizza	1998	1,390	1,390	40 60	60 40
Overnight Accommodations	N/A	0	0	0	0
TOTAL BUILT		62,122 77,252	40,845 42,586	1,717 1,615	990 1,068
TOTAL ALLOWABLE		120,000	80,000		
TOTAL REMAMING		57,878 42,748	39,155 37,414		

TABLE 2. SKI-RELATED (OPERATIONAL) FACILITIES (greater than 400 sq. ft.)

Ski-Related (Operational) Facilities (greater than 400 sq. ft.)	Building Size (sq.ft.)
Lift Maintenance	
Lift Maintenance Shop – Knob	1,980 <u>2,184</u>
Metal Building beside Knob Shop	1,280
Elk Camp Gondola- cabin storage	2,611
Elk Camp Gondola – cabin storage basement	2,390
Subtotal	8,465<u>8,261</u>
Skier Services	
Performance Center	1,200
Elk Camp Beginner Lounge	1,855
Subtotal	3,055
Vehicle Maintenance	
Elk Camp Vehicle Maintenance Shop	11,850
Knob Fuel Farm	810
Alpine Fuel Farm	918
Subtotal	13,578
Water & Snowmaking	
Compressor Building (T-2)	6,278
Primary Pump Building	1,440
Alpine Springs Pumphouse	912
<u>Elk Camp Water Treatment Building</u>	<u>520</u>
Subtotal	8,630<u>9,150</u>
Patrol Buildings	
Alpine Patrol Room (T-12)	2,208
Elk Camp Patrol Room / Wildlife Center	1,521
Sam's Knob HQ	2,080
Burn Patrol Room (lower level of up for pizza)	1,390
Subtotal	7,199
Ticket Offices	
Assay Hill T.O.	1,000
Subtotal	1,000
Miscellaneous	
Mountain Ops Locker Room	4,000
Canopy Tour Shelter	426
Coaster Station	2,090
<u>Elk Camp Tube Storage Building</u>	<u>835</u>
<u>Utility building at the bottom of Campground</u>	<u>440</u>
Subtotal	6,516<u>7,791</u>
TOTAL	48,239<u>50,238</u>

Snowmass Mountain PUD Guide-Exhibit 3

TABLE 3. CLUB COMMONS (I & II) AND THE DIVIDE WINTER RESTRICTED HOUSING REPORT

<u>Club Commons (I & II)</u>						
	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
# of ASC Employees Occupying Units	<u>250</u>	<u>250</u>	<u>250</u>	<u>250</u>	<u>250</u>	<u>250</u>
# of Non-ASC Workers Occupying Units	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# of Outside Contractors Working on Summer Activities Construction Occupying Units	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# of ASC Workers Working on Summer Activities Construction Occupying Units	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Building 4 TOSV occupants	<u>24</u>	<u>24</u>	<u>24</u>	<u>24</u>	<u>24</u>	<u>24</u>
<u>Total Club Commons (I & II)</u>	<u>274</u>	<u>274</u>	<u>274</u>	<u>274</u>	<u>274</u>	<u>274</u>
<u>The Divide</u>						
	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
# of ASC Employees Occupying Units	<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>
# of Non-ASC Workers Occupying Units	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# of Outside Contractors Working on Winter Activities Construction Occupying Units	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# of ASC Workers Working on Winter Activities Construction Occupying Units	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Total the Divide</u>	<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>

Note: There are a total of 274 beds in Club Commons (I & II) and 8 beds at Divide. Winter occupancy occurs from approximately December 20th to April 1st each year. Table 3 reflects the occupancy of Club Commons and the Divide between those dates.

TABLE 4. CLUB COMMONS (I & II) AND THE DIVIDE SUMMER RESTRICTED HOUSING REPORT

<u>Club Commons (I & II)</u>						
	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
# of ASC Employees Occupying Units	<u>131</u>	<u>154</u>	<u>171</u>	<u>118</u>	<u>163</u>	<u>180</u>
# of Non-ASC Workers Occupying Units	<u>94</u>	<u>92</u>	<u>79</u>	<u>132</u>	<u>87</u>	<u>65</u>
# of Outside Contractors Working on Summer Activities Construction Occupying Units	<u>16</u>	<u>0</u>	<u>N/A</u>	<u>N/A</u>	<u>0</u>	<u>5</u>
# of ASC Workers Working on Summer Activities Construction Occupying Units	<u>9</u>	<u>4</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>0</u>
Building 4 TOSV occupants	<u>24</u>	<u>24</u>	<u>24</u>	<u>24</u>	<u>24</u>	<u>24</u>
<u>Total Club Commons (I & II)</u>	<u>274</u>	<u>274</u>	<u>274</u>	<u>274</u>	<u>274</u>	<u>274</u>
<u>The Divide</u>						
	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
# of ASC Employees Occupying Units	<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>
# of Non-ASC Workers Occupying Units	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# of Outside Contractors Working on Summer Activities Construction Occupying Units	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# of ASC Workers Working on Summer Activities Construction Occupying Units	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Total the Divide</u>	<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>

Note: There are a total of 274 beds in Club Commons (I & II) and 8 beds at the Divide. Summer activities are open from approximately June 20th to October 1st each year. Table 4 reflects the occupancy of Club Commons and the Divide between those dates.

Dave Shinneman
Community Development Director
Town of Snowmass Village
130 Kearns Rd
Snowmass Village, CO 81615

Re: 2023 Snowmass Mountain PUD Amendment Application

October 13, 2023

Dear Dave,

The following letter describes Aspen Skiing Company's (ASC) proposed 2023 Snowmass Mountain Planned Unit Development (PUD) Amendment application. The proposed Amendment will constitute an update of Ordinance No. 5, Series of 2017.

Snowmass Mountain is partially located on National Forest System (NFS) lands administered by the White River National Forest (WRNF). The ski area operates under a special use permit (SUP) and is required to prepare a Master Development Plan (MDP). MDPs identify existing and desired conditions and present planned improvements on public lands within their SUP boundary. These plans help articulate the long-range vision for the resort and allow the United States Forest Service (USFS) to better anticipate the future use of public lands. MDPs also provide local governments, other agencies, and the public with information about possible long-term plans that may affect them. MDPs discuss future projects on NFS lands within the ski area's SUP boundary but may also include information about projects on adjacent private lands.

On January 13th, 2023, the USFS accepted the 2022 Snowmass Mountain Master Development Plan (2022 MDP). This 2022 MDP updates the existing 2015 Snowmass Mountain Master Development Plan (2015 MDP), as amended. The 2022 MDP provides a detailed assessment of existing facilities and operations at Snowmass Mountain, as well as a comprehensive overview of planned elements on NFS lands within the Town of Snowmass Village (Snowmass Village). Planned year-round activities from the 2022 MDP, including both winter and summer components, are slated for implementation over the next ten to fifteen years. The 2022 MDP is included in Appendix A of this application. This PUD Amendment application was prepared after MDP acceptance in order to present a USFS-vetted document to Snowmass Village.

Appendix A contains both clean and redline versions of an updated 2023 Snowmass Mountain PUD Guide. This document helps guide both Snowmass Village and ASC in all projects associated with the PUD Amendment and provides clarity on how to address smaller projects that may not be explicitly described in this PUD Amendment.

P.O. Box 1248
Aspen, CO 81612-1248
970-925-1220
aspensnowmass.com

This application letter describes the proposed Amendment and demonstrates compliance with applicable regulations from the Snowmass Village Municipal Code.

Snowmass Village PUD Amendment Process

ASC is submitting an application for the 2023 Snowmass Mountain PUD Amendment. Snowmass Mountain is located on both NFS and private lands within Snowmass Village. Therefore, this application includes proposed projects that are on both private and public lands. This combined scope of work is submitted to Snowmass Village to ensure that the goals, objectives, and projects presented in the plan are consistent with Snowmass Village regulatory requirements in all areas within Town boundaries. Snowmass Mountain has an established PUD Guide which is intended to be updated to reflect current master plan and project-specific approvals. The most recent PUD Amendment established the 2017 PUD Guide, which was approved and adopted via Ordinance No. 5, Series of 2017. The 2023 Snowmass Mountain PUD Amendment, as developed and submitted in this Application, amends and updates the existing 2017 PUD Guide. Pursuant to Section 16A-5-390 of the Land Use Code, a PUD Amendment is required to update the PUD Guide with Snowmass Village.

The following sections provide: a description of projects implemented since Ordinance No. 5, Series of 2017; a description of the proposed 2023 Snowmass Mountain PUD Amendment; a discussion of employee housing, transportation, and parking; and a discussion of the proposal's consistency with applicable regulations from the Snowmass Village Municipal Code.

Projects Implemented Since Ordinance No. 5, Series of 2017

Several projects have been implemented on Snowmass Mountain since the 2017 PUD Guide for the 2015 MDP was adopted in Ordinance No. 5, Series of 2017. Each project was either included in the 2017 PUD Guide Amendment or required a separate PUD Amendment, administrative modification, or letter to the file. The following list provides a summary of these projects:

2015	High Alpine lift replacement, glading, snowmaking, and two new ski trails
2016	Remodel and expansion of the High Alpine Restaurant
2017	Mountain biking and hiking trails in Elk Camp and lower Alpine Springs areas, a ropes challenge course in the vicinity of Elk Camp Meadows, a canopy tour starting in the Elk Camp area, a mountain coaster starting in the Elk Camp area, and multi-purpose gathering sites around the Elk Camp area
2017	Construction of the Sam's Knob Ski Patrol Facility
2018	Construction of a climbing wall adjacent to the Elk Camp Restaurant complex
2019	Remodel of Sam's Restaurant
2019	Snowmaking project for Lodgepole and Lunkerville trails in the Alpine Springs area
2020	Construction and minor realignment of the Big Burn lift
2021	Construction of snowmaking project on Ditch trail
2022	Upgrade of the Primary Pump House and installation of snowmaking lines on Adam's Avenue

- 2023** Relocation of the Fanny Hill magic carpet beginner lift to Assay Hill (project scheduled for construction by the 2023/24 season)
- 2023** Replacement and extension of the Coney Glade Lift (project scheduled for construction completion by 2024/25 season)

Proposed 2023 Snowmass Mountain PUD Amendment

The 2023 Snowmass Mountain PUD Amendment is consistent with the approved 2017 PUD Guide and the proposed 2023 PUD Guide. The 2023 PUD Guide maintains the same general purpose, definitions, and land use parameters as the 2017 PUD Guide, but contains minor modifications to reflect existing conditions and future planned projects. Additional information about the 2023 PUD Guide is provided in the Consistency with Applicable Regulations from the Snowmass Village Municipal Code section below.

The existing 2017 and proposed 2023 PUD Guides both allow for improvements within the ski area in order to continually improve the visitor and skiing experience. The 2023 Snowmass Mountain PUD Amendment includes a variety of winter and summer ski area improvement projects such as new chairlift upgrades, ski terrain, snowmaking infrastructure, guest service facilities, and summer activities. These planned projects are consistent with the activities and uses allowed within the PUD.

Proposed projects on NFS lands are summarized below and described in detail in the 2022 MDP (refer to MDP Chapter VI and Figures VI-1, VI-2, VI-3, and VI-4). Proposed projects on private lands are later described in the Proposed Private Land Projects Not Discussed in the 2022 MDP section of this letter.

Proposed NFS Land Projects Discussed in the 2022 MDP

Upgraded Lift Network

- Upgrade the Village Express Lift to an 8- or 10-passenger gondola with mid-station(s)
- Remove and replace the Coney Glade Lift with a new detachable 4-person chairlift (Resolution No. 14, Series of 2023; project scheduled for construction completion by 2024/25 season)
- Replace the Alpine Springs Lift with a detachable 6-person chairlift
- Replace the Cirque Lift with a higher capacity fixed grip T-Bar or surface platter
- Replace the Elk Camp Lift with a detachable 6-person chairlift
- Construct the new Burnt Mountain Lift
- Upgrade the Sky Cab Gondola to a detachable gondola or other lift technology
- Extended and realign the Bear Bottom Tubing Carpet
- Construct the new Dawdler Bowl Beginner Surface Lifts
- Construct the new Sam's Access Surface Lift (Wine Cabin)

Upgraded Terrain Network

- Construct four new developed trails and 140 acres of glades in the Burnt Mountain terrain pod

- Construct three new developed trails near the top terminal of the Elk Camp Gondola
- Construct three new developed trails in the Alpine Springs/High Alpine area
- Construct one new developed trail near the Village Express Mid-station unload
- Construct the new Dawdler Bowl Beginner Area west of the Village Express mid-station

Snowmaking Improvements¹

- Implement approximately 146 acres of expanded snowmaking coverage in the Elk Camp, Alpine Springs, and Big Burn terrain pods¹
- Construct the new Slider, Lunkerville, and Big Burn snowmaking storage ponds
- Improve the Primary and Alpine Springs snowmaking pumphouses
- Construct the new Elk Camp and Big Burn snowmaking pumphouses

Upgraded Guest Services Facilities

- Construct the new Gunner's View Restaurant in the Elk Camp terrain pod
- Expand the Beginner Magic Area and Lost Forest Headquarters at Elk Camp
- Improve the Lynn Britt Cabin and Spider Sabich Picnic Area (refer to discussion of private land projects below)
- Expand the Sam's Restaurant dining room and deck
- Expand and redevelop the Ullrhof Restaurant. The upgraded facility will be up to 33,000 square feet in size and will contain between 500 and 750 restaurant seats.²
- While Ullrhof is under construction, provide temporary food and beverage seating on the west side of Snowmass Mountain, which may include extended and/or relocated use of Sprung Structures
- Construct the new Alpine Springs Restaurant at the base of Alpine Springs Lift
- Rebuild, renovate, or relocate the Wapiti Wildlife Center/Elk Camp Ski Patrol Facility
- Install new cell towers, broadband, data equipment, antennae, towers, and fiber optic lines (refer to discussion of private land projects below)

¹ The proposed snowmaking coverage and storage pond projects will occur within Snowmass Mountain's existing decreed water right and will not require the attainment of additional water rights. The snowmaking coverage and storage ponds will also conform to the existing water contract between ASC and the Snowmass Water and Sanitation District. Refer to page 22 in Chapter 4 and page 24 in Chapter 6 of the 2022 MDP (Appendix A) for additional information about Snowmass Mountain's existing and planned snowmaking system.

² Note that Tables VI-8 and VI-9 of the 2022 Snowmass Mountain MDP contain incorrect information regarding the Ullrhof Restaurant. The correct number of existing indoor seats is 259, and the correct number of existing outdoor seats is 250. This results in a calculated deficit of between 428 and 520 indoor seats for the Ullrhof Restaurant and the recommended size range should thus be between 25,000 and 33,000 square feet.

Summer Projects

- Construct the new kid's zipline and kid's zone at Elk Camp
- Expand the Lost Forest Ropes Challenge Course at Elk Camp, including additional beginner and intermediate courses and a team building course
- Upgrade the paintball and archery venues uphill of the Spider Sabich Picnic/Race Area
- Construct a new zipline between the top of Elk Camp lift and the Elk Camp campus
- Construct approximately 13.1 miles of new mountain biking trails in the Big Burn and Burnt Mountain areas
- Construct approximately 10.4 miles of new hiking trails to supplement the existing trail network

Proposed Private Land Projects Not Discussed in the 2022 MDP

As previously stated, ski areas located on NFS lands are required to prepare MDPs to present planned improvements on public lands within their SUP boundary. MDPs focus primarily on projects located on NFS lands but may include limited information about projects on private lands. All projects located within Snowmass Village are subject to review for consistency with TOSV regulatory requirements. Therefore, this section has been prepared to provide information about proposed private land projects not discussed in the 2022 MDP. This includes private land projects previously or currently being reviewed by Snowmass Village and private land projects to be reviewed as a part of this Amendment.

Private Land Projects Previously or Currently Being Reviewed by Snowmass Village

- Coney Glade Lift Removal and Replacement - Coney Glade is planned to be removed and replaced with a new detachable 4-person chairlift in a new, extended alignment, which is located on both private and NFS lands. This project was approved by Snowmass Village in Resolution No. 14, Series of 2023 and is scheduled for construction completion by the 2024/25 season.
- Assay Hill Learners Area - As a result of the Coney Glade Lift replacement, the existing Fanny Hill magic carpet beginner lift will be removed and relocated west of the Elk Camp Gondola mid-station. This project was approved by Snowmass Village in an Administrative Modification dated May 18, 2023 and is scheduled for completion by the 2023/24 season.
- Cell Tower Project - The Cell Tower Project is currently being evaluated by Snowmass Village in a separate special review application process. The majority of the tower site locations are included in the USFS-accepted 2022 MDP; however, there are two additional tower site locations on private lands (Two Creeks and Lynn Britt) which were not included.

Private Land Projects to be Reviewed as Part of this Amendment

- Sky Cab Gondola Upgrade - A possible lift project within the term of the 2022 MDP is a replacement of the Sky Cab gondola with higher hourly capacity lift technology such as a detachable gondola. The Sky Cab gondola is not owned by ASC but we are including the

possibility of an upgrade within this PUD application because the lift is located within the Snowmass Mountain PUD.

- **Lynn Britt Cabin and Spider Sabich Improvements** - Improvements are proposed at the Lynn Britt Cabin and Spider Sabich facilities. Currently, in the winter season, the Lynn Britt Cabin functions as a table service ski-accessed lunch and snow-cat accessed dinner restaurant location. The improvements will focus on outdoor spaces with an expanded deck and the potential addition of smaller auxiliary structures (totaling up to 2,250 square feet in size) which will house bar and/or grill functions to serve the outdoor spaces. Additional restrooms and back of house expansion for uses such as storage, receiving and employee facilities are also planned.

Additionally, in the winter season, Spider Sabich primarily serves as an outdoor picnic area for visiting club events usually associated with a racing event or other group events. Spider Sabich is planned to be remodeled to provide a more versatile and appealing facility to better serve the existing uses. A new grab and go or faster food service offering may also be implemented in addition to the club events.

The general area surrounding Lynn Britt Cabin and Spider Sabich has also been identified as a potential location for a temporary tent structure that will provide additional restaurant seating on the mountain to better utilize existing facilities during the anticipated Ullrhorf construction period.

- **Parks and Pipe Workshop** - Staging and storage for the Snowmass Park currently occurs on the Cabin Cutoff connector trail between the Cabin and Banzai ski trails. ASC plans to construct a parks and pipe workshop on private lands in this area in order to house all parks and pipe rails and to accommodate an indoor workshop. The structure will either be a sprung structure or steel building. It will be up to 3,000 square feet and will contain tall garage doors, a concrete floor, and a welding station.

Employee Housing, Transportation, and Parking

Employee Housing

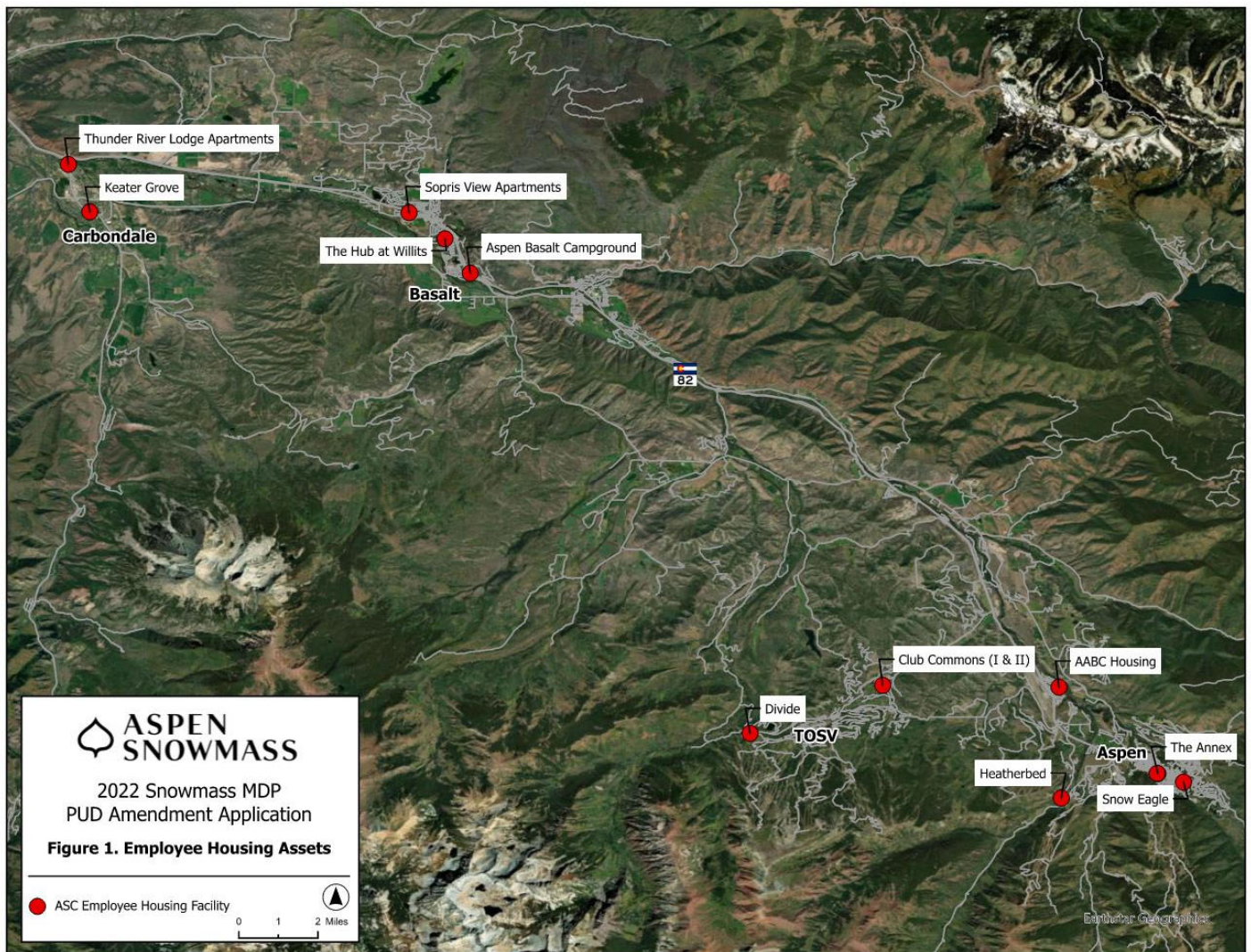
This application has been prepared in accordance with the restricted housing requirements provided in Section 16A-4-420. ASC will continue to build, own, and manage restricted rental units as described in the 2023 PUD Guide. PUD amendments and master plan updates do not in themselves trigger additional employee housing. A summary, however, is provided to give an overview of ASC's employee housing program.

Since 1980, ASC has continually invested significant resources to provide affordable housing opportunities for its employees throughout the Roaring Fork Valley. ASC currently provides housing for a wide range of its workforce including seasonal employees, year-round employees, and their families. Housing is located in Snowmass Village, Aspen, Aspen Highlands, Aspen Airport Business Center, Basalt, El Jebel, Willits, and Carbondale, as well as in caretaker quarters on all four mountains.

The primary employee housing facilities are listed below and depicted in Figure 1:

- Aspen Airport Business Center
- Holiday House Annex
- Aspen Basalt Campground
- Club Commons (I & II)
- Divide
- Heatherbed
- Holiday House
- Keator Grove
- Snow Eagle
- Sopris View
- Thunder River Lodge
- The Hub at Willits

Figure 1. ASC Employee Housing Assets



These facilities provide a total of 1,123 beds for ASC employees. ASC owns or manages 958 of these beds and has secured long-term leases on the remaining 165 beds. ASC also pursues development-neutral housing opportunities including the Tenants for Turns program, which encourages existing homeowners to rent bedrooms in exchange for ski passes.

Existing ASC employee housing in Snowmass Village includes Club Commons (I & II) and the Divide. Club Commons is ASC's largest employee housing complex, providing 274 beds for ASC employees. The Divide is a smaller facility which provides an additional 8 beds.

Club Commons is fully utilized by ASC employees in the winter. In the summer, Club Commons currently experiences approximately 70 percent utilization by ASC employees and 30 percent utilization by others. The Divide is fully utilized by ASC employees year-round.

Since the construction of Club Commons and the Divide in Snowmass Village, ASC has expanded its employee housing assets throughout the Roaring Fork Valley via the construction of Keator Grove, Basalt Campground, and the Hub at Willits. Since 2019 alone, these efforts have provided an additional 378 beds to ASC's employee housing assets. These facilities support ASC employees working at Snowmass Mountain and within Snowmass Village. Preliminary planning is underway for future ASC employee housing projects in Snowmass Village, Pitkin County, and throughout the valley.

ASC has its own Housing Department and Planning staff, and they are dedicated to providing quality affordable housing opportunities that meet the needs of our diverse workforce. ASC shares Snowmass Village's goal to continue to build attractive, sustainable, high-quality homes that are cost-effective, transit-oriented, well-designed, and blend seamlessly into the community.

Transportation and Parking

Transit service to Snowmass Village is provided via the Roaring Forking Transportation Authority (RFTA) and Snowmass Village Transit System's Village Shuttle Service. During peak seasons RFTA provides service between Aspen and the Snowmass Mall, as well as to the Brush Creek Park and Ride at the junction of Brush Creek Road and Highway 82. The Village Shuttle provides service throughout Snowmass Village, including stops at resort access points such as Base Village, the Village Mall and Two Creeks. Several hotel accommodations throughout the Roaring Fork Valley also offer free shuttle services to and from the ski area, and ASC offers shuttle service to employees from the Black Saddle lot. ASC currently holds agreements with RFTA and Snowmass Village whereby ASC contributes money to offset ASC employee and guest use of the transit systems. These agreements are flexible based on the number of guests that go to the resorts and no changes to these agreements are contemplated in this proposal.

Parking is provided for visitors and employees accessing Snowmass Village using personal vehicles. Chapter IV of the 2022 MDP provides a discussion of the existing parking capacity of Snowmass Mountain. Parking is currently offered in the Base Village parking structure, Snowmass Village numbered lots, Two Creeks lot, Town Park lot, Rodeo lot, Black Saddle lot (employee parking), ASC maintenance facility (employee parking), Divide lot, and the Brush Creek Park and Ride. Parking associated with ski-in/ski-out accommodations in Base Village and the Village Mall provide additional parking for local and destination guests. The Brush Creek Park and Ride lot is being expanded by 200 paved parking spaces in advanced of the 2023/24 ski season.

The combination of transit options and parking capacity provides sufficient access to Snowmass Mountain under existing and proposed conditions. ASC collaborates with Snowmass Village on their strategic initiatives to manage parking and transit to encourage efficient, effective, and sustainable mobility choices.

Consistency with Applicable Regulations from the Snowmass Village Municipal Code

Section 16A-5-390(3) – PUD Amendment Review Standards

Pursuant to Section 16A-5-390, an application for a PUD amendment must demonstrate that a project complies with the following review standards:

a) The proposed amendment shall be consistent with, or an enhancement of, the original PUD approval.

The proposed Amendment is an enhancement of the 2017 PUD Guide. The 2017 PUD Guide provides a detailed assessment of the current facilities and operations at Snowmass Mountain, as well as a comprehensive overview of planned elements within the Snowmass Mountain PUD. The 2023 PUD Guide (refer to Appendix B) is consistent with the 2017 PUD Guide and reflects the latest development plan, land uses, densities, zone district limitations and development regulations. Proposed revisions to the PUD Guide are provided in a redline version.

The 2023 PUD Guide maintains the same general purpose, definitions, and land use parameters as the 2017 PUD Guide, but contains minor modifications to reflect existing conditions and planned elements. Notable changes are captured in the following bullets:

- Recreational-related Activities and Facilities Conditional definition updated to include special summer attractions such as outdoor concert venues, challenge courses, disc golf, archery, paintball, and mountain boarding.
- Updated figures illustrating the existing and planned locations of buildings, lifts, trails, access roads, and utility corridors at Snowmass Mountain (refer to Figures VI-1, VI-2, VI-3, and VI-4).
- Activities and Uses Allowed by Right During Traditional Winter Season heading modified to include periods during the preparation for the opening of the ski area. Section also updated to include temporary structures.
- Activities and Uses Allowed Subject to Special Review updated to include commercial E-bike and electric snowkart use.
- Activities and Uses Allowed Subject to Review and Approval of an Administrative Modification section added to include the implementation, extension of temporary use duration, and removal of temporary structures.
- Ski-related Commercial Facilities and Ski-related Operational Facilities tables updated to reflect current conditions (see 2023 PUD Guide Attachments 1 and 2).
- Winter and Summer Restricted Housing Report tables provided for Club Commons I & II and the Divide (see 2023 PUD Guide Attachment 3)

Refer to the 2023 PUD Guide located in Appendix B for additional information.

- b) The proposed amendment shall not have a substantially adverse effect on the neighborhood surrounding the land where the amendment is proposed or have a substantially adverse impact on the enjoyment of land abutting upon or across the street from the subject property.*

The proposed Amendment will not have a substantially adverse effect on surrounding neighborhoods or the enjoyment of land adjacent to the resort. The proposed projects include a variety of ski area improvement projects such as new chairlifts, ski terrain, snowmaking infrastructure, guest service facilities, and summer activities. As these types of ski area infrastructure are already present at the resort, the proposed projects are not anticipated to result in a major departure from the existing character of the mountain or the surrounding neighborhoods. Implementation of the proposed ski area improvement projects is anticipated to benefit the enjoyment of land adjacent to the resort, as it will provide more modern facilities and recreational amenities for use by the public, including adjacent landowners who frequent the resort.

- c) The proposed amendment shall not change the basic character of the PUD or surrounding areas.*

The proposed Amendment will not alter the basic character of the PUD or surrounding areas. The proposed projects include a variety of ski area improvement projects such as new chairlifts, ski terrain, snowmaking infrastructure, guest service facilities, and summer activities. The planned projects are consistent with the purpose and intention of the 2017 PUD Guide, which allows for ski area development projects. The locality has contained developed ski area infrastructure since the ski area's inception in 1967.

- d) The proposed amendment shall comply with the other applicable standards of this Division 3, Planned Unit Development, including but not limited to Section 16A-5-300(c), General Restrictions, and Section 16A-5-310, Review Standards.*

Section 16A-5-300(c) – General Restrictions

The projects included in the proposed Amendment will comply with the applicable and relevant general restrictions stated in Sec. 16A-5-300(c), including: uses, dimensional limitations, community purposes for PUDs, parking, road standards, and adequate public facilities. The 2023 PUD Guide details the purpose, acceptable uses, and dimensional limitations of the Snowmass Mountain PUD. Additionally, the projects included in the proposed Amendment will meet the Town's road, parking, and public facility standards. Land use applications for individual projects will detail consistency and conformance with these restrictions.

Section 16A-5-310 - PUD Review Standards

Pursuant to Section 16A-5-290(d), an application for a PUD amendment must demonstrate that a project complies with the following PUD review standards from Section 16A-5-310:

- (1) Consistency with Comprehensive Plan. The PUD shall be consistent with the intent of the Town's Comprehensive Plan.*

The PUD Amendment is consistent with the intent of the 2018 Snowmass Village Comprehensive Plan, which is "to ensure that capital projects, development proposals and strategic initiatives be

evaluated through the framework created by the Aspiration Statement, the Guiding Principles, and the Just Big Enough economic analysis.”

The Aspiration Statement from the 2018 Plan is “to be a leading multi-season, family oriented, inclusive resort community.” The proposed PUD Amendment is consistent with the aspirational statement, as the planned projects will further improve the resort experience during the winter and summer, are family oriented, and work to enable inclusive resort experiences.

The Guiding Principles from the 2018 Plan are *Stewardship, Vibrant, Genuine, Active & Healthy, Balanced, Connected, and Inclusive*. The proposed Amendment complies with each Guiding Principle and is particularly responsive to *Active & Healthy, Balanced, Connected, and Inclusive*. The proposed Amendment responds to *Active & Healthy* and *Balanced*, as the planned projects will promote and expand upon the winter and summer outdoor recreation opportunities provided at the resort and within Snowmass Village. These opportunities provide a high quality of life and an active and healthy lifestyle for residents and visitors. The proposed Amendment responds to *Connected*, as the planned lift improvement projects will further enhance the safe, reliable, and innovative transportation system, connecting key nodes on the mountain and at the base portals. Lastly, the proposed Amendment responds to *Inclusive*, as the planned multi-season activities will provide a variety of activities that can be enjoyed by visitors of all ages, backgrounds, fitness levels, and across a wide range of skill or experience levels.

The Just Big Enough economic analysis referenced in the 2018 Plan determined that the Village should not grow unnecessarily (growth for growth’s sake), and that Snowmass Village will strive to limit growth to be “Just Big Enough.” The proposed Amendment complies with this approach, as all planned projects will occur within the existing Snowmass Mountain PUD and none of the planned projects will encroach on areas that do not presently contain developed ski terrain or infrastructure. All planned projects will occur in areas presently used for winter and summer recreation and any new offerings will provide similar types of nature-based activities.

(2) Preservation of community character. The development proposed for the PUD shall be consistent with the standards of Section 16A-4-340, Building Design Guidelines to Preserve Community Character, shall be compatible with, or an enhancement of, the character of existing land uses in the area and shall not adversely affect the future development of the surrounding area.

The proposed Amendment is consistent with the Building Design Guidelines to Preserve Community Character referenced in Section 16-4-340. Proposed buildings and structures will respond to the natural features and mountain setting, and the proposed projects will be compatible with or enhance the character of existing land uses. The proposed Amendment will not adversely affect the future development of the surrounding area.

(3) Creative approach. The development proposed for the PUD represents a creative approach to the development and use of land and related physical facilities to produce better developments and to provide amenities for residents of the PUD and the public in general.

The proposed Amendment complies with this review standard. The projects proposed in this Amendment will incorporate ASC's brand position to create premium, sustainable, and transformative experiences in recreation, culture, and nature. The 2022 MDP emphasizes sustainable reuse and renovation of existing infrastructure and utilities, and sensitive placement of new development and amenities.

(4) Landscaping. Proposed landscaping for the PUD shall provide sufficient buffering of uses from one another (both within the PUD and between the PUD and surrounding lands) to minimize noise, glare and other adverse impacts, shall create attractive streetscapes and parking areas and shall be consistent with the character of the Town.

The proposed Amendment will comply with this review standard by siting new development in accessible locations within the ski circulation network. Individual projects will be designed to provide sufficient buffering of uses to minimize any adverse impacts and to integrate with the surrounding natural landscape.

(5) Comply with development evaluation standards. The PUD shall comply with all applicable provisions of Article IV of this Development Code, Development Evaluation Standards.

The proposed Amendment complies with the Development Evaluation Standards of Article IV.

(6) Suitability for development. The property proposed for the PUD shall be suitable for development, considering its topography, environmental features and any natural or man-made hazards that affect its development potential.

All projects included in the proposed Amendment are situated in areas suitable for development. Environmental features, topography, view planes, solar aspect, and avoidance of any natural or manmade hazards have been considered.

(7) Spatial pattern shall be efficient. The PUD shall be located to avoid creating spatial patterns that cause inefficiencies in the delivery of public services, or that require duplication or premature extension of public facilities.

a. Roads. Any new road developed to serve the PUD shall be continuous and in alignment with existing platted streets to which the street is to be connected. Where appropriate, new streets shall be planned so that they can create an interconnected Town road network, with provision for adequate road and utility easements. Where cul-de-sacs are used in the development, the applicant is encouraged to provide a trail or similar pedestrian link between them.

b. Water and sewer lines. Any water or sewer line extension necessary to serve the PUD shall be consistent with the Snowmass Water and Sanitation District's service plan and the Town's Comprehensive Plan.

The projects included in this proposed Amendment will comply with this review standard.

(8) Phasing. If the PUD is to be developed in phases, then each phase shall contain the required streets, utilities, landscaping and other public facilities or improvements that are necessary and

desirable for residents of the project. If the PUD incorporates any amenities for the benefit of the Town, such as trail connections, these shall be constructed within the first phase of the project, or, if this is not possible, then as early in the project as is reasonable. The pace and phasing shall be evaluated with regard to construction impacts along with possible interruption of construction as it will affect the community as a whole.

The proposed Amendment will comply with this review standard. Project phasing will be dependent on need, opportunity, and capital funding priorities as well as consideration of potential construction impacts.

(9) Construction interruptions. The development application shall provide a reasonable restoration and/or remediation contingency plan to mitigate impacts resulting from any potential extended interruption of construction affecting the community as a whole. Surety or security may be necessary to ensure implementation of the plan.

The projects described in this proposed Amendment will comply with this review standard.

Additional Review Standards from Snowmass Village PUD Amendment Application

The PUD Amendment application states that an applicant seeking approval of a PUD Amendment must demonstrate that:

1) Circumstances relevant to the request have changed, or were unknown, since final planned unit development plan approval;

Approximately once a decade ASC prepares an updated MDP and associated PUD Guide that attempts to respond to trends since the last guide and look to the future to create the best experience for visitors and locals alike. In addition, this plan is prepared to revisit existing and desired conditions at Snowmass Mountain, and to identify planned projects in order to better meet the goals of the resort and the community. This PUD Guide responds to specific changes that have occurred since Ordinance 9, Series of 2017, including on-mountain updates, changes in Base Village, and growth in the Roaring Fork Valley.

- Since 2015, major transformations have occurred on Snowmass Mountain and in the Base Village. The mountain has seen the continued replacement of older lift infrastructure with state-of-the-art lift technology, the renovation of restaurants, and the implementation of a suite of summer activities. In addition, a major transformation has taken place at the base of the mountain with the construction of the Base Village, including new lodging, retail opportunities, and recreation amenities for guests visiting Snowmass Mountain and Snowmass Village for winter and summer recreation. These changes have prompted additional planning in order to identify desired future improvements at the resort.
- Snowmass Mountain is located within the Roaring Fork Valley which in turn includes portions of Pitkin, Eagle, and Garfield counties. According to the Colorado State Demography office, these counties contained a total population of 127,976 in 2015, the year the previous MDP was prepared. As of 2021, the total population of these counties has grown to 135,178, an approximately 6 percent increase. This growing population accounts for a large percentage of Snowmass Mountain's day-use visitation. ASC strives to supply services to local communities

which help maintain the balanced lifestyle that permanent residents and second homeowners enjoy. Snowmass Mountain is also a destination resort which attracts national and international visitation. In order to keep up with the growing local population, as well as with national and international visitation, it is necessary for the resort to continue to improve and expand its offerings.

- 2) The amendment will not increase any of the maximum limits or decrease any of the minimum limits established in Section 16-175 of the Code;*

The proposed Amendment will have no effect on Section 16-175.

- 3) The proposal is consistent with the efficient development and preservation of the entire PUD and does not affect in a substantially adverse manner either the enjoyment of the land abutting upon or across the street from the property in question or the public interest;*

The proposal is consistent with the efficient development and preservation of the Snowmass Mountain PUD. The 2023 PUD Guide maintains the same general purpose, definitions, and land use parameters as the 2017 PUD Guide with minor modifications to reflect existing conditions and planned elements. The proposed PUD Amendment is therefore consistent with the preservation and historic management of the PUD.

Additionally, as previously discussed, the proposed Amendment will not have a substantially adverse effect on surrounding neighborhoods or on the enjoyment of land adjacent to the resort. This plan includes a variety of ski area improvement projects such as new chairlifts, ski terrain, snowmaking infrastructure, guest service facilities, and summer activities. As these types of ski area infrastructure are already present at the resort, the proposed projects are not anticipated to result in a major departure from the existing character of the mountain or the surrounding neighborhoods. Implementation of the proposed ski area improvement projects is anticipated to benefit the enjoyment of land adjacent to the resort, as it will provide more modern facilities and recreational amenities for use by the public, including adjacent landowners who frequent the resort.

- 4) The amendment, if granted, will not alter the essential character of the locality.*

The proposed Amendment will not alter the basic character of the PUD or surrounding areas. This plan includes a variety of ski area improvement projects such as new chairlifts, ski terrain, snowmaking infrastructure, guest service facilities, and summer activities. The planned projects are consistent with the purpose and intention of the 2017 and 2023 PUD Guides, which both allow for ski area development projects. The locality has contained developed ski area infrastructure since the ski area's inception in 1967.

Conclusion

This PUD Amendment will further Snowmass Village's aspirational statement to be a leading multi-season, family oriented, inclusive resort community. ASC strives to provide the best ski resort experience in the world and we believe that this proposal will improve various aspects of our operation and our business.

We look forward to working with Snowmass Village Staff, Planning Commission, Town Council, and the Community to discuss this application.

Respectfully,



Mak Keeling

Vice President – Mountain Planning, Planning & Development Department
Aspen Skiing Company

cc: Geoff Buchheister, Rana Dershowitz, Katie Ertl, Susan Cross, Chris Kiley, Raul Passerini, Eric Neumeyer

TRANSPORTATION DEPARTMENT MEMO

To: Brian McNellis

From: Sam Guarino

CC: Dave Shinneman

Date: 11/28/2023

Re: Snowmass Mountain PUD Amendment

After reviewing the Snowmass Mountain PUD Amendment, the Transportation Department would like to stress that the Sky Cab improvements/replacements remain a focus and high/priority. We see this as an essential transit connection between Base Village and the Snowmass Mall, taking guests, residents, and employees from where they are, to where they want to go without requiring route finding to bus transit, using a personal vehicle, or walking a steep and difficult grade.



Dunlop Environmental Consulting, Inc.

Environmental Public Health Planning for the Future

January 21, 2024

Town of Snowmass Village
Brian McNellis, Senior Planner
Town of Snowmass Village
PO Box 5010
130 Kearns Road
Snowmass Village, CO 81615-5010

Re: Snowmass Mtn. PUD Development Plan

Mr. McNellis,

At your request, I have reviewed the Snowmass Mountain Master Plan for a second time. This is in preparation for the Planning Commission meeting on February 7, 2024. My earlier review dated November 25, 2023 summary remains my findings after this most recent review. My November 25th findings are re-posted below for reference.

November 25, 2023

I have reviewed the 2023 Snowmass Mountain Master Plan as you requested. My findings at this stage of the review process are that there are not enough project specific details to require an environmental review until actual work plans are submitted. The Master Plan is obviously very comprehensive, including many projects that will require environmental review. The Plan mentions that proposed activities will be reviewed using the Federal National Environmental Policy Act (NEPA). Local regulations may also apply depending on the project.

I am, however, requesting clarification on one point. In preparation for the November 2, 2023 Design Review Team meeting, I was given Appendix A of the Plan to review. My findings from that review are to ask the applicant to offer more detail on a statement found on pages 5 and 7. The following conclusion is stated on page 5, "Activities which are allowed all year are those uses which are typically associated with the year-round recreational use of the mountain and have little or no environmental and serviced related impacts." The following conclusion is stated on page 7, "Activities which are allowed during the traditional winter season are those uses which provide basic support services for guests and mountain operations and have little or no environmental and service related impacts."

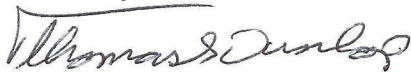
Given the lengthy list of current and proposed mountain improvements in the Plan, the statement that there will be "...little or no environmental and service related impacts" created by the projects requires further definition. During the construction period of projects there will be close scrutiny of environmental impacts as required by the TOSV. Depending on the project, there may be post-construction environmental impacts requiring mitigation.

During the most recent review, I had requested direction regarding where I could access Exhibit 4 in the red line submittal. Exhibit 4 is referenced along with the statements mentioned earlier. The applicant responded through you that Exhibit 4 was pages 143-147 of the 2022 MDP. In reviewing those pages, they did not specifically address the clarity I requested in my November 25th review regarding "...little or no environmental and service related impacts."

This concludes findings of this review.

Contact me with questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas S. Dunlop".

Thomas S. Dunlop, MPH, REHS
President

INTEROFFICE MEMORANDUM

TO: BRIAN MCNELLIS, SENIOR PLANNER
FROM: BETSY CRUM, HOUSING DIRECTOR
SUBJECT: SNOWMASS MOUNTAIN PUD AMENDMENT COMMENTS
DATE: JANUARY 11, 2024

I am writing to comment on the proposed Aspen Skiing Company's application for an amendment to their Snowmass Mountain (PUD) Master Plan that will be going before the Planning Commission on February 7th.

With respect to employee housing, the 2023 Snowmass Mountain MDP PUD Amendment Application Letter states that:

This application has been prepared in accordance with the restricted housing requirements provided in Section 16A-4-420. ASC will continue to build, own, and manage restricted rental units as described in the 2023 PUD Guide. **PUD amendments and master plan updates do not in themselves trigger additional employee housing** (*emphasis added*).

The letter then goes on to describe housing that has been provided in Snowmass Village in the past and other housing initiatives undertaken by Aspen Ski Company in other parts of the Valley. While these are impressive, they are not mitigation housing as described in our Code nor are they reserved for people working in Snowmass Village. The 2023 PUD Guide refers only to housing requirements from the 2005 agreement and to submitting an annual report on restricted housing.

I would like to comment on the assertion in the Application Letter that "PUD amendments and master plan updates do not in themselves trigger additional employee housing." This may be technically true based on the methodology required in the Code; however, these amendments will certainly result in increased employment. Specifically, there will be impact from:

- Increasing lift capacity and constructing new lifts;
- Adding 140 acres of terrain and constructing new developed trails at Elk Camp, High Alpine, Village Expresser and Dawdler Bowl;
- 146 acres of expanded snowmaking coverage and associated pumphouses;
- New and expanded restaurant facilities throughout the mountain;
- Summer projects that include new ziplines and kidzones, expanded Lost Forest facilities, 13 new miles of biking trails and 10 miles of new hiking trail.

These changes are nearly guaranteed to result in measurably more employment, and therefore more need for mitigation housing. I do not believe that past mitigation or down valley options are adequate to offset the increased demand.

I would hope to see a calculation of the employment impact and an effort to mitigate 60-70% of the additional housing demand. Thank you for the opportunity to comment. Please let me know if you have any questions.

INTEROFFICE MEMORANDUM

TO: BRIAN MCNELLIS, SENIOR PLANNER
FROM: MIKE HORVATH, TOWN ENGINEER
ANNE MARTENS, PUBLIC WORKS DIRECTOR
SUBJECT: SNOWMASS MOUNTAIN PUD AMENDMENT COMMENTS
DATE: JANUARY 24, 2024

These comments are in response to the proposed Aspen Skiing Company's application (dated October 13, 2023) for an amendment to their Snowmass Mountain (PUD) Master Plan that will be going before the Planning Commission on February 7th.

With respect to parking, the 2023 Snowmass Mountain MDP PUD Amendment Application Letter states that:

F. PLANNED PARKING CAPACITY

Approximately 200 additional parking spaces are planned in Base Village to account for new lodging development. It is assumed that 150 of these spaces will be used by lodging guests who will be skiing, which will increase parking capacity by 375 guests. The planned parking capacity of 15,278 guests, plus anticipated expanded use of public and private transit options, are anticipated to meet the slight increase in demand.

The only additional parking planned is private lodging parking. The proposed amendments will certainly result in increased employment trips and visitor day trips. Specifically, there will be impact from:

- Increasing lift capacity and constructing new lifts;
- Adding 140 acres of terrain and constructing new developed trails at Elk Camp, High Alpine, Village Expresser and Dawdler Bowl;
- 146 acres of expanded snowmaking coverage and associated pumphouses;
- New and expanded restaurant facilities throughout the mountain;
- Summer projects that include new ziplines and kid zones, expanded Lost Forest facilities, 13 new miles of biking trails and 10 miles of new hiking trail.

These changes are guaranteed to result in measurably more demand for parking from both employees and visitors. This increased demand needs to be studied and accounted for within this plan.

In addition to increased demand for public parking, the proposed plan will increase traffic within the Town of Snowmass Village. Level of service on local roads/intersections have declined during peak periods due to development on and off Snowmass Mountain. Future projects cannot increase traffic levels to an unacceptable level of service at the main intersections and road network capacity in town.

Please provide a parking and traffic study that demonstrates acceptable levels of service as the proposed projects are completed.

The application documents “anticipate expanded use of public and private transit options” but does not provide expanded transit options for mountain users travelling through the Town of Snowmass Village. Please provide further information on how the use of transit options will increase/expand how the applicant plans to be a part of that expansion.

Each of these projects has impacts on the utility providers within the regions. Letters from each utility need to be included stating their ability to serve. Additionally, details on storm drainage and any changes to drainage patterns in the watershed must be outlined.

Thank you for the opportunity to comment. Please let me know if you have any questions.

FW: ...if you can create it! (2.9 MB download)

Dave Shinneman <dshinneman@tosv.com>
Wed 3/13/2024 9:49 AM
To: Planning Commission <PlanningComission@tosv.com>
Cc: Ashleigh Huff <Ahuff@tosv.com>; Brian McNellis <bmcnellis@tosv.com>; Jim Wahlstrom <JWahlstrom@tosv.com>
Public comment received this month.

From: Thomas A Shumaker Jr <tasaja@mac.com>
Sent: Tuesday, March 12, 2024 5:16 PM
To: Snowmass Town Council <council@tosv.com>; Dave Shinneman <dshinneman@tosv.com>
Cc: Clint Kinney <CKinney@tosv.com>; Brian McNellis <bmcnellis@tosv.com>; Dwayne Romero, President of the Romero Group <dromero@romero-group.com>; Rod Director of Sales <rodw@sliferrfv.com>; Keaven Matty <keavenmattyarts@gmail.com>
Subject: ...if you can create it! (2.9 MB download)

Dave, Please forward to planning commission. Thank you. JS

Dear Town Council,

Jay Shumaker: Old, but well traveled, architect. I'd like to help the village. I learned early on (like Walt Disney) that "Joy" is very valuable...if you can create it!

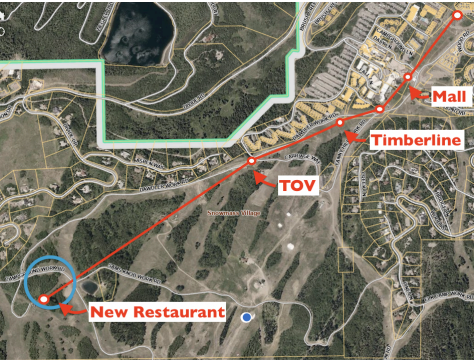
I've planned hundreds of projects, from \$100,000 to over a \$ billion dollars (as a team member) ...and not one of my clients had the faintest idea what I was doing until they saw my renderings. More on that in a minute.

First, towns must avoid "singular" thinking like SkiCo's plan to replace the Village Express with a Gondola. What does that do beyond moving people? Or worse, remove Coney Glade, which serves such enthusiasms at the terrain park, to build Burlingame which kills that buzz and clogs Dawdler. Negative Joy Factor!

The "global" approach is always hyphenated: Housing / Transit / Town. Or Ski Lifts / Mountain Services / Resort.

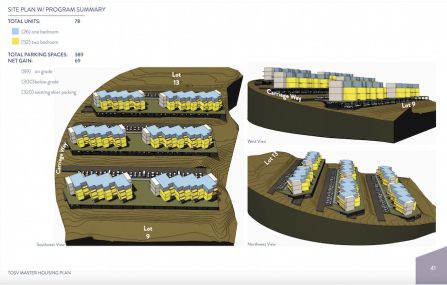
But I keep it simpler: "Joy of Living" / Town!

Rather than a replacement gondola straight up the Village Express ask "What if" a modern gondola skirted up the right side with stops at the Mall and maybe the Timberline, and/or the TOV, ...arriving at a restaurant near the base of Sam's lift?



- This would, or could:
- Replace the town's Skittles...at SkiCo expense, of course at their expense, right?.
 - Eliminate a hike, or drive, up and down Carriage Way for a lot of people;
 - Thus, moderate traffic on Carriage Way;
 - Offer a jovial ride home after dinner, not a shuttle wait or driving and parking a cold car;
 - Add "connectivity" up and down the hill, and to Sam's lift, which is never crowded, or even extend to Sam's Restaurant when Sam's lift needs replacing.
 - Greatly thin out skier traffic on Fanny Hill caused by the new Burlingame and Coney removal plan;
 - Skiers from Timberline would not need to ski Fanny Hill to get up to Sam's.
 - Create an environment for Housing / Parking above the existing parking at the numbered lots.
 - Most of us would love covered parking and the Upper Numbered Lots scored tops on the matrix: 38.2 (or 41.2 not counting "opposition") vs 35.2 (Draw Site).

With these obvious incentives: Easy access to a fun new lift, Moderated traffic, Covered parking, and prettier new neighbors, the opposition might melt away, given time and a little "political persuasion" about the urgent need for surgeons, teachers, and dishwashers. But renderings of appealing construction must come first!



This frightening sketch of 78 units created a panic across the street! Understandably.

My own scribbles made room for a maximum of only 51 architecturally compatible units there. (A barbell pattern: Large, sunny, market rate condos at each end, and five smaller spaces between these two luxury units for a total, over the three lots, of either: 21 (3x5, + 3x2 = 21), 36 (3x10, + 6), or 51 (3x15 + 6) units. Each of the five interior spaces could be stacked, for 1, 2, or 3 units.) This on only three of the Numbered Lots.

Witness the damage to the town planning process (budgeting of time and \$\$\$) done by these identical, frightening, yellow and blue boxes! Not to mention the real danger when cars slip off an icy road at the alternative site.

Carriage Way enjoys palatable architecture from the roundabout on up. New development should raise the bar architecturally and be fully rendered before any public presentation.

The point is, it's impossible for people to explore options that aren't understood, so naturally they resist change...even the talk of it. Pictures and videos can show the community, and real estate development teams, and investors, that Snowmass has a wonderful future worth looking at!

I might add that if you haven't seen these kinds of renderings you need to visit the SBV sales office, right now!

- I've sketched many other ideas that warrant attention:
- A pedestrian-only Snowmass Center;
 - A road easement and safer intersections up there;

-A wide jitney bridge over Brush Creek (built immediately uphill of the Woodbridge), with lunch tables, ice cream carts, and a glorious view of Mt. Daly. The Woodbridge itself may need maintenance, or removal, soon.

Imagine door to door jitney service to a new "village market" type Center with sunny plazas and a big, bright, new building for Clark's...only a scenic ride from Base Village. (With an option to serve the Woodbridge and Seasons Four homes.)

Back to renderings: You've budgeted \$500,000 to the "singular" repeat study of transit at the Mall,...**again**. Thinking "globally" I paid Keaven Matty \$650 to render one of my thoughts for a warm and inviting arrival into the Mall. \$650/\$500,000 is, 0.0013, about a tenth of one percent of your budget ...for...**buses**.



Please consider what one or two percent of that \$500,000 budget might do for your community planning of: Transit / Housing / Shopping / Ski lifts, Mountain / Services, and Planning Coordination, ...designed specifically to create ever more "Joy of Living" here.

Not to mention attracting real estate teams to compete to be of service to you in that noble effort!

Respectfully,

Jay Shumaker, Architect
3/12/2024



2022 Master Development Plan

December 2022





File Code: 2720
Date: January 13, 2023

Mak Keeling
Senior Project Manager - Planning and Development
Aspen Skiing Company LLC
P.O. Box 1248
Aspen, Colorado 81612

Dear Mak,

This letter is in response to Aspen Skiing Company's (ASC) December 21, 2022, submittal of the Snowmass Mountain Master Development Plan (SMMDP). My staff and I have completed our review of the SMMDP.

After careful review, and consultation with the Forest's mountain resorts staff, I accept ASC's SMMDP. I have concluded the SMMDP is consistent with the White River National Forest Land and Resource Management Plan, and national direction tied to the Ski Area Recreational Opportunity Enhancement Act of 2011. However, no project contained in the SMMDP is authorized as a result of this acceptance. Each of the proposed projects listed in the SMMDP must go through National Environmental Policy Act (NEPA) analysis and decision making prior to implementation.

I would like to reiterate the Forest's previous concerns about the age and changed condition of the 1994 Environmental Impact Statement (EIS) Record of Decision (ROD). Several projects included in the SMMDP's Chapter V were analyzed and authorized in the 1994 EIS and ROD. However, additional environmental review will likely be necessary on any remaining elements of the 1994 ROD that have not yet been implemented. Please work closely with the mountain resorts staff to plan for projects listed in Chapter V and allow for adequate lead time for environmental reviews and decisions.

Chapter VI., VI-26 "*Mountain Bike Trails*" indicates the desire to expand the downhill mountain bike trail network to Burnt Mountain. The White River National Forest has identified preliminary concerns with the addition of downhill mountain bike trails in this zone and their potential to impact wildlife. I would like ASC to continue the Burnt Mountain trails conversation with Colorado Parks and Wildlife and White River National Forest Wildlife Biologists ahead of any project proposals for this area.



I look forward to working with Snowmass Mountain's management team to ensure that high quality recreation experiences continue to be provided for visitors to Snowmass Mountain.

If you have questions concerning this MDP acceptance letter, please contact Monte Lutterman, the Aspen-Sopris Ranger District's Mountain Resorts Lead, at monte.lutterman@usda.gov or (970) 404-3164.

Sincerely,

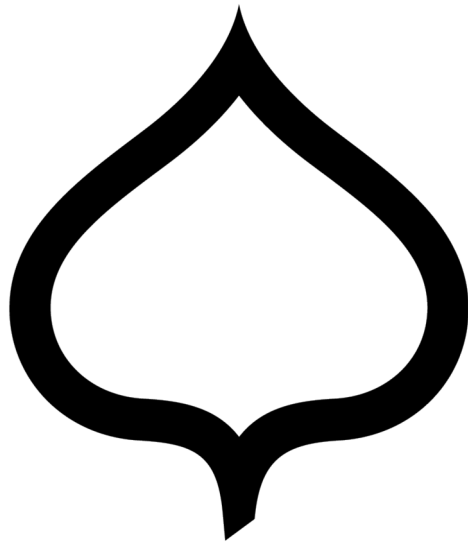
 SCOTT
FITZWILLIAMS

Digitally signed by
SCOTT FITZWILLIAMS
Date: 2023.01.13
10:12:29 -07'00'

SCOTT G. FITZWILLIAMS
Forest Supervisor

cc: Kevin Warner, Roger Poirier, Shelly Grail, Monte Lutterman

2022 | Master
Development
Plan



**DECEMBER
2022**

ACCEPTED BY: _____

Scott Fitzwilliams
Forest Supervisor
White River National Forest

DATE: _____

PREPARED BY:



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I. Introduction

This 2022 Master Development Plan for Snowmass updates the existing 2015 Snowmass Mountain Master Plan, as amended, and provides a detailed assessment of existing facilities and operations at Snowmass, as well as a comprehensive overview of planned elements within the Snowmass special use permit (SUP) area. This Master Development Plan (MDP) discusses planned year-round activities, including both winter and summer components slated for implementation over the next ten to fifteen years. Forest Service acceptance of this MDP is consistent with the requirements of the Snowmass SUP but does not approve any projects contained within the document. The MDP is designed to be dynamic and may be amended periodically to reflect new developments in facilities and recreation.

The *White River National Forest Land and Resource Management Plan – 2002 Revision* (2002 Forest Plan) provides the following direction for the preparation and utilization of ski area MDPs:

“A Master Development Plan is part of each ski area’s special use permit. MDPs are prepared by the permit holder and accepted by the Forest Service. They describe the improvements and facilities that are authorized at each resort and are the guiding document used to describe the expected future condition for the resort. These plans encompass all the area authorized for use by the special use permit including areas that are, at present, undeveloped.

Areas allocated are managed to avoid deterioration of site conditions that may detract from planned uses.”¹

The Snowmass experience remains one of the key reasons guests visit the Aspen/Snowmass area. With more than 3,000 skiable acres, Snowmass offers “something for everyone,” from the very first-time beginner to the most adventurous extreme skiers and snowboarders. The children’s ski school program is world-renowned and contributes to Snowmass’ reputation as a perfect destination for families. The primary objective of the Snowmass experience is to bring all guests closer to nature by providing a unique, fulfilling, and invigorating recreational experience in an alpine setting. This MDP utilizes innovative mountain planning techniques that will enhance the guest experience while maintaining appropriate skier densities and respecting the uniqueness of Snowmass’ natural environment.

Since 2015, Snowmass and the Town of Snowmass Village (TOSV) have continued to go through transformation in the base area and on the mountain. The mountain has seen the continued replacement of older lift infrastructure with state-of-the-art lift technology, the construction and renovation of restaurants, and the implementation of a suite of summer activities. In addition, a major transformation has taken

¹ White River National Forest Land and Resource Management Plan, 2002 Revision, p. 3-81



place at the base of the mountain with the construction of the Base Village complex that includes new lodging, retail opportunities, and recreationist services for guests visiting Snowmass, and the White River National Forest (WRNF), for winter and summer recreation.

Nationally, there were over 59 million skier visits in the 2020/21 winter, which is an increase of nearly 15 percent over the previous season. Over the past decade, annual visitation has ranged from a low of 51 million in 2019/20 to a high of 60.5 million in 2010/11. The large variance in visitation can be attributed to variable weather and economic conditions, as well as the Covid-19 pandemic

that impacted annual visitation during the winter and spring of the 2019/20 season. Despite these variances, the Rocky Mountain region had its second-best season ever in terms of snow sports visits in 2020/21. The Rocky Mountain region includes Colorado, Utah, New Mexico, Wyoming, Idaho, and Montana.² Given the growth in the national skier market, it is important for resorts to constantly evaluate their offerings to serve the demand for alpine skiing. This MDP seeks to proactively address future trends in both winter and summer recreation at

² National Ski Areas Association. 2019. Kottke National End of Season Survey 2018/2019. July.

Snowmass. Understanding that guests' preferences are constantly changing, this MDP will address those trends in proactive and creative ways. In so doing, the plan will reinforce the natural resource and recreational goals of the WRNF, the values of the TOSV community and the business objectives of Aspen Skiing Company (ASC).

In addition to its conformance with the 2002 Forest Plan, this MDP is consistent with the Ski Area Recreational Opportunity Enhancement Act of 2011 (SAROE) and subsequent Forest Service guidance, which permit additional seasonal and year-round activities and facilities on National Forest System (NFS) land that meet the setting and support snow sports as a primary driver for recreation and revenue at Snowmass.

A. LOCATION

Snowmass is located approximately 200 miles west of Denver, 40 miles southeast of Glenwood Springs, and 6 miles west of Aspen. The resort is accessed by Brush Creek Road or Owl Creek Road, both of which connect to Colorado State Highway 82. Refer to Figure I-1 for a map of the vicinity.

Snowmass encompasses a total of 5,606 acres—4,745 acres are within the Forest Service-administered SUP area within the Brush Creek and Spring Creek drainages and 861 acres are located on private land. Not all private lands within the ski area are ASC-owned, but ASC retains easements, where necessary, on those lands not under their ownership. All private lands, regardless of owner, are located within the TOSV boundary. All projects within the TOSV boundary would require conformance with the existing Mountain Planned Unit Development (PUD) Guide or review and approval pursuant to a PUD Amendment prior to implementation. Refer to Figure I-2 for a Property Ownership map.

The ski area is contained within Sections 1-3, 10-15, 22-24, and 26, Township 10S, Range 86W, and within Sections 6, 7, and 17-20, Township 10S, Range 85W. The elevation ranges from approximately 8,100 feet above mean sea level (amsl) at the base, to 12,550 feet amsl at the summit.

B. CURRENT RESORT OPERATIONS SUMMARY

The facilities and infrastructure at Snowmass are owned and operated by ASC, a privately held Colorado Limited Liability Company that also owns/operates Aspen Mountain, Aspen Highlands, and Buttermilk Mountain. As one of ASC's four resorts, Snowmass enjoys widespread renown as one of the world's premier destination resorts. It attracts a wide national and international destination market, but is also a regional destination, and thus sees significant visitation from local markets.

Snowmass is currently included on the Ikon Pass, which is administered by the Alterra Mountain Company (Alterra).

As shown in Table I-1, Snowmass' annual visitation over the past ten seasons has averaged 763,810 with fluctuations resulting from varying snowfall and economic conditions, and the Covid-19 pandemic. Snowmass averages 142 operational days per season.

Table I-1. Annual Skier Visits (2011-2021)

Season	Visitation
2020/21	693,636
2019/20	713,520
2018/19	877,720
2017/18	704,448
2016/17	788,813
2015/16	798,332
2014/15	775,412
2013/14	799,614
2012/13	754,819
2011/12	731,786
Ten-Year Average	763,810



C. BACKGROUND

The initial permit to prepare a proposal for development of Snowmass was issued to the Janss Corporation by the Forest Service in 1964. The ski area was purchased from the Janss Corporations by D.R.C Brown, and later by ASC. The Baldy Mountain and Burnt Mountain portions of the ski area were initially permitted for development in the 1960s, opening for the first time in 1967.

Since its inception, Snowmass has undergone several iterations of planning and numerous environmental analyses for site-specific project proposals. The following list provides a summary of these planning and analysis phases:

- 1964 Original MDP submitted by Janss Corporation and accepted by the Forest Service
- 1967 Snowmass Ski Area opens
- 1973 Burnt Mountain development proposal submitted and accepted
- 1974 SUP Boundary adjusted to include Burnt Mountain
- 1978 Revised Baldy and Burnt Mountain MDP submitted and accepted by the Forest Service
- 1984 Baldy and Burnt Mountain revised MDP proposed but not accepted by the Forest Service
- 1994 Forest Service completes Snowmass Ski Area Environmental Impact Statement and issues Record of Decision
- 1999 Snowmass Ski Area Natural Resource Management Plan accepted by the Forest Service
- 2000 Categorical Exclusion (CE) completed and Decision Memo (DM) issued for relocated Burnt Mountain lift bottom terminal
- 2003 Snowmass Mountain Master Plan Amendment submitted and accepted by the Forest Service
- 2005 Supplemental Information Report (SIR) authorizes Elk Camp gondola construction
- 2006 Environmental Assessment (EA) completed and Decision Notice/Finding of No Significant Impact (DN/FONSI) issued for Burnt Mountain Trails and Traverse
- 2006 EA completed and DN/FONSI issued authorizing Elk Camp Beginner Park, Elk Camp Guest Services and Multiple Use Summer Trails
- 2007 EA completed and DN/FONSI issued authorizing Snowmass Winter Terrain Park relocation
- 2010 Snowmass Mountain Summer MDP Amendment submitted and accepted by the Forest Service
- 2010 Snowmass Summer Activities DN/FONSI issued authorizing Disc Golf and Overnight Camping
- 2011 EA completed and DN/FONSI issued authorizing Aspen Skiing Company Forest Health Projects
- 2011 EA completed and DN/FONSI issued authorizing Snowmass Ski Area Summer Trails
- 2013 EA completed and DN/FONSI issued authorizing Burnt Mountain Egress Trail construction
- 2014 CE completed and DM issued authorizing new and realigned bike trails
- 2014 CE completed and DM issued authorizing Winter Evening Activities
- 2015 Snowmass Mountain Master Plan Amendment submitted and accepted by the Forest Service
- 2015 Snowmass Ski Trail Enhancements and High Alpine lift Replacement EA and DN/FONSI issued, authorizing High Alpine lift replacement, glading, snowmaking, and two new ski trails

- 2016 CE completed and DM issued authorizing modification of Sheer Bliss Pond
- 2017 Snowmass Multi-Season Recreation Projects Environmental Impact Statement and Record of Decision issued, authorizing mountain biking and hiking trails in Elk Camp and lower Alpine Springs areas, a zip line to begin under the Elk Camp gondola across the Funnel ski trail, a ropes challenge course in the vicinity of Elk Camp Meadows, a climbing wall adjacent to the Elk Camp Restaurant complex, and multi-purpose gathering sites around the Elk Camp area
- 2017 CE completed and DM issued authorizing the construction of the Sam's Knob Ski Patrol Facility and expansion of the Sam's Knob Smokehouse Restaurant
- 2019 CE completed and DM issued authorizing the reconstruction and minor realignment of the Big Burn lift
- 2019 EA completed and DN/FONSI issued authorizing snowmaking in the Alpine Springs area and the construction of two facilities in Elk Camp Meadows
- 2022 DM issued for Wapiti remodel/deck expansion and Elk Camp Deck expansion

D. VISION AND DESIGN PHILOSOPHY

Clarifying a vision and design philosophy is essential in the mountain planning process, as it helps to establish an overall theme and direction for all projects. ASC is a values-driven company, owned and operated by people who share a common passion for mountain lifestyles and an appreciation and respect for the pristine environment. Snowmass' vision and design philosophy is rooted in ASC's Guiding Principles

- live fully
- lead with action
- build connections
- honor place
- create new perspectives
- take the long view

Under this philosophy, Snowmass provides a high-quality experience for guests in a way that develops awareness of the mountain environment and the

incredible natural resources that are found within and surrounding the resort.

Winter recreation at Snowmass is the primary reason the resort is a premier destination for guests not just from around the state, but from around the world. The Snowmass experience remains one of the key reasons guests visit the Aspen/Snowmass area. With more than 3,000 skiable acres, Snowmass offers "something for everyone," from the very first-time beginner to the most adventurous extreme skiers and snowboarders.

The primary objective of the Snowmass experience is to bring all guests closer to nature by providing the most unique, fulfilling and invigorating recreational experience in an alpine setting. The emphasis is on utilizing innovative mountain planning techniques that will enhance the guest experience while maintaining appropriate skier densities and respecting the uniqueness of the resort's natural environment.

An area where Aspen Skiing Company has been leading the industry is in their approach to sustainability and climate change. ASC strives to create a sustainable future by implementing green operations, and, in an industry first, installed an on-hill solar array at Aspen Highlands. ASC has instigated and collaborated on systemic changes in their energy generation and infrastructure – over 15 years ago, ASC, along with community partners and with Holy Cross Energy's participation, helped Holy Cross establish its goal of 100 percent clean energy by 2030. Because of these efforts, Snowmass's carbon footprint will be far lower in 2030 even as resort infrastructure and amenities in this MDP are implemented.

In addition to reducing their carbon footprint, ASC has constructed seven Leadership in Energy and Environmental Design (LEED) certified buildings over their four resorts, including both Gold and Platinum certified, one of which was one of the first in the world. ASC collaborated with Randy Udall at the Community Office for Resource Efficiency (CORE) to install the region's first utility-scale solar array at Colorado Rocky Mountain School. In addition, ASC has constructed one of the nation's only methane capture plant in Somerset, Colorado, and the industry's first snowmaking-to-hydroelectricity plant at Snowmass.



ASC's mission is to go one step further from just improving operations and cutting carbon emission to tackling climate change at a policy level. ASC is a longtime supporter of Protect Our Winters, an outdoor industry trade group for climate advocacy. The dedication to creating a more sustainable future and business is evident throughout the projects in this MDP and in the day-to-day choices ASC makes.

ASC recognizes the impacts climate change will bring to resort operations at Snowmass. In addition to reduced natural snowfall and snowpack, climate change will continue to introduce stressors such as insects and disease to the National Forests that will result in increased susceptibility to wildfire. Snowmass has already been shaped by wildfire, as evidenced by a large fire in the 1880s that formed The Big Burn area, and wildfire and forest health will continue to be a priority for ASC. Specifically, this MDP looks to address deadfall, allow for new growth, remove beetle kill, glade, and ensure species diversity for resilience in the upcoming decades.

This MDP also seeks to proactively address future trends in summer and winter recreation at Snowmass over the next ten to fifteen years. These trends include such things as the increased number of people participating in winter and summer outdoor recreation activities across the country. Understanding that guest's preferences are constantly changing, this MDP will address those trends in proactive and creative ways. In doing so, the plan will reinforce the natural resource and recreational goals of the WRNF, the values of the TOSV community and the business objectives of the Aspen Skiing Company (ASC).

E. STATEMENT OF GOALS AND OBJECTIVES

1. Winter

a. Winter Goals

- Capitalize and improve upon the family experience at Snowmass. The success of the children's program at Snowmass is evident as students of the ski school thirty years ago now bring their own children to ski and ride Snowmass. This alone speaks to the value of the existing experience.

- Continue to improve the physical and functional relationship between the mountain, on-mountain facilities and the community by enhancing visitor circulation, guest amenities, and lift planning.
- Enhance out-of-base lift capacity by increasing the hourly capacity of lifts emanating from the base areas in order to reduce morning crowding on peak-visitation days.
- Ensure the on-mountain facilities continue to compliment the Snowmass Base Village as the unfinished elements of the base area are completed.
- Respond to climate change by providing early/late season access and snowmaking at higher elevations.
- Continue to improve the natural character of the mountain terrain by improving skier flow, lift planning, and access to the varied and unique terrain the mountain offers.
- Continue to improve the learning experience for beginners to snow sports that will create life-long enthusiasts and eventual returning guests.
- Create a quality working environment for staff who will, in turn, seek to provide consistent outstanding service.
- Strive to place Snowmass in a position of leadership in the marketplace.
- Provide financial viability for capital improvement spending that is consistent with ASC's Guiding Principles.

b. Winter Objectives

- Enhance and improve the on-mountain dining experience by modernizing aging facilities and adding seats and capacity to meet guest demand and diminish overcrowding in existing facilities.
- Enhance the upper mountain terrain access and user flow by adding and/or modifying existing lift systems and trails.
- Using existing and proposed snow making resources and infrastructure to 1) ensure early season snow coverage and trail connectivity on

essential opening terrain and to ensure a broad commercial product for the high traffic holiday period, 2) provide improved early season snow conditions in key areas of the middle portions of the mountain, and 3) increase snowmaking coverage capacity where existing congestion occurs and where future congestion is anticipated to occur.

2. Summer

a. Summer Goals

- Enhance programs of natural resource-based recreational opportunities designed to introduce many new visiting families to the mountain environment.
- Promote educational and interpretive opportunities through the development and expansion of interactive and adventurous natural resource-based recreational opportunities.
- Establish Snowmass as a premier mountain biking destination.
- Provide a wide array of activities that encourage summer visitors to explore the National Forest in a more complete way.
- Develop and expand activities on NFS lands that introduce visitors to the mountain environment without requiring specialized skill or knowledge.
- Provide viewpoints and scenic destinations that are immediately or easily reached by short walks or hikes from lifts and other accessible locations for less active or physically able visitors.
- Successfully introduce new/young riders to downhill mountain biking.
- Strengthen the overall multi-season economy for individuals and the community.

b. Summer Objectives

- Expand beginner/novice level downhill mountain biking opportunities for overall enjoyment and skill improvement,
- Expand the offerings of advanced downhill trails to challenge the most accomplished riders.

- Enhance the mountain biking experience by connecting to the already popular network of cross-country trails on Snowmass, and the entire Roaring Fork Valley, both on public and private lands.
- Expand offerings for families and groups with children of all ages.
- Provide other gravity powered rides (Zip Rider/ Canopy Tour) to offer non-bike riding guests a similar sensation of traveling through the forest.
- Enhance the system of “Challenge Courses” to meet the demand for unique personal challenge and team building opportunities within the forest setting.
- Expand and enhance hiking trails and on-mountain opportunities by taking advantage of high alpine terrain and views.

F. ACCEPTANCE BY THE FOREST SERVICE

This MDP is the result of an iterative and collaborative process between Snowmass and Forest Service staff. Forest Service “acceptance” is consistent with the requirements of the Snowmass SUP and the 2002 Forest Plan. This MDP will also undergo analysis and review by TOSV to ensure that the goals and objectives presented herein are consistent with TOSV regulatory requirements.

Note that Forest Service acceptance of this MDP does not imply authorization to proceed with any of the projects identified herein. None of the projects identified in this MDP have been reviewed or approved under the requirements of the National Environmental Policy Act (NEPA), and all will require site-specific analyses before a decision can be made, or any projects are approved. Site-specific environmental analysis may result in a modification to planned projects. Furthermore, beyond NEPA analysis, implementation of projects identified in this MDP may be dependent upon approval of detailed plans contained in Snowmass’ annual operations/ construction plans.



G. PUBLIC/MUNICIPAL REVIEW

Because the area included within the Snowmass SUP boundary has historically been annexed into TOSV's town limits, a Land Use Approval review process will be required by TOSV. This process will involve official notice of public meetings held by TOSV Town Council and will allow ample opportunity for public comments on all aspects of this MDP. This process, which includes a full presentation to the Snowmass community, will occur immediately after Forest Service "acceptance" of this MDP.

This review process by TOSV will comply with Forest Service requirements to publicly share the vision, goals, and objectives of the resort and to seek a mutual understanding of the MDP presented here.

H. ABSTRACT OF MASTER DEVELOPMENT PLAN

This MDP is divided into six chapters, with Chapter 1 providing an introduction to the document. Chapter II describes Forest Plan direction and the design criteria used for mountain planning specific to Snowmass. Chapter III provides a site inventory of the resort, including topography, slope analysis, and information

relating to the SUP boundary and surrounding land ownership. Chapter IV describes existing resort facilities for both winter and summer, and evaluates the current balance of resort operations, facilities, and infrastructure. This includes lifts, terrain, guest services, snowmaking, and parking. This chapter also provides the baseline conditions which drive the upgrade plan. Chapter V discusses projects previously approved through Forest Service analysis, but not yet implemented. The final chapter (Chapter VI) details proposed upgrades and improvements to the experience at Snowmass.

This MDP focuses on the intentions of Snowmass to enhance the total guest experience through a series of improvements. This would be achieved by implementation of strategic enhancements across the existing SUP area. The newly proposed upgrades are in addition to previously approved projects (listed below,) which continue to be anticipated for implementation.

Previously approved projects that have not yet been implemented but continue to be anticipated for implementation as part of this MDP include the following:

- Burnt Mountain lift
- Burnt Mountain terrain



- Glading projects
- Two ski runs in the Elk Camp area
- Additional snowmaking coverage
- Vapor trail reroute and mountain biking skills park
- Wapiti wildlife center and ski patrol renovation/replacement

Newly planned projects included in this MDP include the following:

1. *Winter*

- Construct the Coneygame lift
- Replace the Cirque lift/surface lift
- Upgrade the Village Express to a gondola
- Upgrade the Alpine Springs lift to a 6-person lift
- Upgrade the Elk Camp lift to a 6-person lift
- Replacement of the Sky Cab gondola
- Expanded snowmaking coverage
- Improve the Alpine Springs Pumphouse and new Elk Camp Pumphouse
- Two additional snowmaking storage ponds — Slider Pond and Lunkerville Pond
- Expand Lost Forest Headquarters building at the top of Elk Camp gondola
- Expand the Sam's Restaurant Deck
- Expand and redevelop the Ullrhoff Restaurant
- Improve Lynn Britt Cabin and Spider Sabich area
- New restaurants in the Alpine Springs and Elk Camp areas
- Remodel High Alpine Restaurant back of house
- Nighttime service and events at Sam's Restaurant and Elk Camp
- New ski trails and glades in the Alpine Springs terrain pod, lower Elk Camp, and other connection runs
- Construct lifts, terrain and limited guest services in the new Dawdler Bowl Beginner Teaching Area

to the northwest of the Village Express Mid-Station

- Construct carpet and learning area in the new Assay Hill Beginner Teaching Area
- Glade lift accessed undeveloped terrain throughout the mountain
- Improvements to the snowtubing hill and beginner ski area near Elk Camp
- Additional cell tower and communication site infrastructure as technology evolves

As a result of proposed and previously-approved changes, the Comfortable Carrying Capacity (CCC) for Snowmass will increase from 12,500 guests to 14,820 guests (an increase of 18%).

2. *Summer*

- Expand the existing ropes challenge course
- Zip rider tour from top of Elk Camp lift to Lost Forest Campus
- Additional nighttime events at Elk Camp and children's activities in Lost Forest
- Activate Sam's Pod for daytime operations
- Engage in nighttime service and events at Sam's Restaurant
- Expand the Lost Forest Headquarters to accommodate the additional Lost Forest activities
- Nature based interactive exhibit in the Elk Camp area
- Hiking, biking, and multi-use trails on the mountain



II. Design Criteria and Forest Service Direction

Establishing design criteria is an important component in mountain planning. Following is an overview of the basic design criteria upon which the Snowmass MDP is based.

A. DESTINATION RESORTS

One common characteristic of destination resorts is that they cater to a significant vacation market and thus offer the types of services and amenities vacationers expect. At the same time, some components of the destination resort are designed specifically with the day-use guest in mind (e.g., day-use parking). Additionally, the employment, housing, and community services for both full-time and second-home residents created by destination resorts all encourage the development of a vital and balanced community. This interrelationship is helpful to the long-term success of the destination resort.

Destination mountain resorts can be broadly defined by the visitation they attract, which is, in most instances, either regional or national/international. Within these categories are resorts that are purpose-built and others that are within, or adjacent to, existing communities. Snowmass and the incorporated resort community of TOSV is an example of such a resort that exists adjacent to an existing community (Aspen) that is rich in cultural history, and provides a destination guest with a sense of the Mountain West and the mining and ski history of Colorado. This combination of a desirable setting

and history supplements the overall experience of a guest visiting Snowmass, which has become a regional, national, and international destination resort.

1. Regional Destination Resorts

Regional destination resorts largely cater to a “drive” market. While day-use guests play a large role, the regional destination resort also appeals to vacationers. At some regional destination resorts, lodging is a component. However, due to the average length of stay, and perhaps more importantly a regional guest’s vacation budget, lodging and related services and amenities are usually less extensive than what is common for national/international destination guests. This is not the case at Snowmass where the regional destination resort has evolved to offer services in the surrounding communities of Aspen, Carbondale and Basalt that cater directly to guests of the resort or summer vacationers to Pitkin County. These same businesses also supply services to “locals,” which helps maintain the balanced lifestyle that permanent residents and second homeowners enjoy.

2. National and International Destination Resorts

National and international destination resorts appeal and cater to a significant “fly-in” market. Snowmass’ national/international guest expectations are higher than those of many of their regional destination guests. These guests expect abundant opportunities to participate in a variety of vacation experiences. This mindset stems from the



expectation that their destination vacation will likely represent the apex of their skiing season, and hence their appetite for varied experiences will be great. In addition to a weeklong visit, guests may also desire to involve themselves in the resort and community on a more regular or permanent basis e.g., through ownership of real estate and part-time residency.

There is a growing demand for mountain destination resorts to provide activities outside of snow sports. At some of the more mature mountain destinations, non-skiing wintertime guests account for a very substantial percentage of overall guest population. Furthermore, many of the guests who do ski will not use the mountain facilities every day of their visit. Thus, the ratio of total days skied to total room-nights can be as low as 1:2. Even for day-use guests at a destination resort, skiers are spending less of their day on the mountain. This is due to several factors, including: (1) shifting expectations of what a mountain vacation is about (participation in a variety of experiences, not just skiing); (2) the advent of high-speed lift technology (allows guests to satisfy their vertical demand in a shorter period of time); and (3) an aggregate population of guests, which is aging and requires lesser amounts of vertical demand. In the summer, the resort and community have very high summer utilization due to a dramatic increase in summer mountain vacations. All of these trends add up to a significant demand for attractions and amenities that complement a resort's skiing facilities.

National and international destination resorts, including Snowmass and Aspen, offer a wide variety of lodging types, including hostels, motels, hotels, inns, bed and breakfast inns, townhomes, condominiums, and single-family chalets. Visitor participation in the real estate market has diversified substantially in the last two decades and includes ownership—either whole or fractional—as well as “usage,” which comes in forms like timeshare and club participation. Typically, where the mountain facility is a primary driver for visitation, lodging is clustered at or near the mountain's base area. Amenities usually include a wide variety of restaurants, lounges, shops, conference facilities, and perhaps theatres or concert venues, recreation centers (e.g., swimming,

fitness equipment, and indoor courts), etc. Aside from alpine skiing, recreational activities may include snow tubing, Nordic skiing, snowshoeing, sleigh rides, snowmobiling, mountain and road biking, walking, golf, tennis, horseback riding, angling, swimming, spa treatments, etc.

B. BASE AREA DESIGN

The connectivity and relationship between a resort's base area developments and on-mountain lift and terrain network is critically important. This relationship affects the overall function and perception of a resort.

Design of the base lands at a mountain resort involves establishing appropriate sizes and locations for the various elements that make up the development program. The complexion and interrelationship of these elements varies considerably depending on the type of resort and its intended character. However, fundamental objectives of base area planning are to integrate the mountain with the base area for the creation of an attractive, cohesive, and functional recreational and social experience. This is essential to creating the feeling of a mountain community and can only be achieved by addressing base area components such as (but not limited to): guest service locations, skier/rider circulation, pedestrians, parking/access requirements, and mass-transit drop-offs.

Planners rely on resort layout as one tool to establish resort character. The manner in which resort elements are inter-organized, both inside the resort core and within the landscape setting, along with architectural style, help to create the desired character.

Skier service facilities are located at base area and on-mountain buildings. Base area staging locations, or portals, are “gateway” facilities that have three main functions:

- Receiving arriving guests (from a parked car, a bus, or from adjacent accommodations)
- Distributing the skiers onto the mountain's lift and trail systems
- Providing the necessary guest services (e.g., tickets and rentals)

C. MOUNTAIN DESIGN

1. Trail Design

a. Slope Gradients and Terrain Breakdown

Terrain ability level designations are based on slope gradients and terrain features associated with the varying terrain unique to each mountain. In essence, ability level designations are based on the maximum sustained gradient calculated for each trail. While short sections of a trail can be more or less steep without affecting the overall run designation, a sustained steeper pitch may cause the trail to be classified with a higher difficulty rating.

The following general gradients are used to classify the skier difficulty level of the mountain terrain.

Table II-1. Terrain Gradients

Skier Ability	Slope Gradient
● Beginner	8 to 12% (5-7°)
● Novice	to 25% (15°)
■ Low Intermediate	to 35% (20°)
■ Intermediate	to 45% (25°)
◆ Advanced Intermediate	to 55% (30°)
◆ Expert	over 55% (30°)

The distribution of terrain by skier ability level and slope gradient is compared with the market demand for each ability level. It is desirable for the available ski terrain to be capable of accommodating the full range of ability levels reasonably consistent with market demand. The market breakdown for the Rocky Mountain skier market is shown in Table II-2.

Table II-2. Skier Ability Breakdown

Skier Ability	Percent of Skier Market
● Beginner	5%
● Novice	15%
■ Low Intermediate	25%
■ Intermediate	35%
◆ Advanced Intermediate	15%
◆ Expert	5%

There is a significant difference between the ski run ability level ranking approach used in this document and that used by all U.S. ski areas on their trail map and on-mountain trail signs. The established approach used at all resorts in the country is to make the ranking be relative to that resort – i.e. the easiest runs at that resort are signed as green circles and the most difficult are signed as black diamonds, the intermediate runs being blue squares. SE Group uses a different approach in this document (and in all other Master Plan documents produced by this company). This approach is aimed at comparing the terrain available at a given resort to the overall skier market, to determine if there are opportunities to appeal to a broader range of skiers. SE Group also uses six categories of ability level, as opposed to the standard three used by mountain resorts. Using various criteria, including maximum sustained gradient, run width, sightlines, and others, SE Group makes an internal determination of which ability level each run falls into. From that data, calculations are then done to determine terrain capacity and ability level distribution by capacity. These calculations are accomplished by multiplying terrain acreage by an assigned density. These numbers are then compared to the skier market, to determine surpluses and deficiencies of terrain by ability level, as compared to the overall skier market.



b. Trail Density

The calculation of capacity for a ski area is based in part on the target number of skiers and riders that can be accommodated, on average, on a typical acre of terrain at any one given time. The criteria for the target range of trail densities for North American ski areas are listed below.

Table II-3. Skier Density per Acre

Skier Ability	Trail Density
● Beginner	25-35 skiers/acre
● Novice	12-25 skiers/acre
■ Low Intermediate	8-20 skiers/acre
■ Intermediate	6-15 skiers/acre
◆ Advanced Intermediate	4-10 skiers/acre
◆ Expert	2-5 skiers/acre
◆ Bowls/Glades	0.5 skier/acre

ASC strategically maintains low trail densities across its resorts to ensure the high-quality experience expected by its destination guests. Therefore, this MDP will use the lower end of the ranges for planning purposes.

These density figures account for the skiers that are actually populating the trails and do not account for other guests who are either waiting in lift lines, riding the lifts, or using the milling areas or other support facilities. Empirical observations and calculations indicate that, on an average day, approximately 40% of the total number of skiers/riders at a typical resort are on the trails at any given time. Additionally, areas on the mountain such as merge zones, convergence areas, lift milling areas, major circulation routes, and egress routes experience higher densities periodically during the day.

c. Trail System

A resort's trail system should be designed to provide a wide variety of terrain to meet the needs of the entire spectrum of ability levels as well as the resort's particular market. Each trail should provide an interesting and challenging experience within the ability level for which the trail is designed. Optimum trail widths vary depending upon topographic conditions and the caliber of the skier/rider being served. The trail network should provide terrain for the full range of ability levels consistent with each level's respective market demand.

In terms of a resort's ability to retain guests, both for longer durations of visitation and for repeat business, one of the more important factors has proven to be terrain variety. This means providing developed runs for all ability levels: some groomed on a regular basis and some not—bowls, trees, and terrain parks and pipes.

In summary, a broad range of terrain satisfies skiers/riders from beginner through expert ability levels within the natural topographic characteristics of the ski area.

d. Terrain Parks

Terrain parks have become a vital part of most mountain resorts' operations, and are now considered an essential mountain amenity. The presence of terrain parks at mountain resorts has changed various operational and design elements. The demand for grooming can increase, as terrain parks often require specialized or dedicated operators, grooming machines, and equipment (such as half-pipe cutting tools). Terrain parks typically require significant quantities of snow, either natural or man-made, often increasing snowmaking demand. Terrain parks can affect circulation on the mountain, as the parks are often points of destination.

2. Lift Design

The goal for lift design is to serve the available terrain in an efficient manner, i.e., having the minimum number of lifts possible while fully accessing the terrain and providing sufficient uphill capacity to balance with the available downhill terrain capacity. In addition, the lift design has to take into consideration such factors as wind, round-trip utilization of the terrain pod, access needs, the ability to connect with other lift pods, the need for circulation space at the lower and upper terminal sites, access to residential development, and the presence of natural resources (e.g., visual impacts, wetlands, and riparian areas). The vertical rise, length, and ride time of lifts across a mountain are important measures of overall attractiveness and marketability of any resort.

3. On-Mountain Guest Services

On-mountain guest service facilities are generally used to provide shelter, food service (cafeteria-style or table service), restrooms, and limited retail, as well as patrol/first aid and other guest services, in closer proximity to upper-mountain terrain. This eliminates the need for skiers and riders to descend to the base area for similar amenities. It has also become common for resorts to offer ski/board demo locations on-mountain, so skiers and riders can conveniently test different equipment throughout the day.

D. CAPACITY ANALYSIS AND DESIGN

In ski area planning, a “design capacity” is established, which represents a daily, at-one-time guest population to which all ski resort functions are balanced. The design capacity is a planning parameter that is used to establish the acceptable size of the primary facilities of a ski resort: ski lifts, ski terrain, guest services, restaurant seats, building space, utilities, parking, etc.

Design capacity is commonly expressed as “Comfortable Carrying Capacity,” “Skier Carrying Capacity,” “Skiers at One Time,” and other ski industry-specific terms. These terms refer to a level of utilization that provides a pleasant recreational experience, without overburdening

the resort infrastructure. Accordingly, the design capacity does not normally indicate a maximum level of visitation, but rather the number of visitors that can be “comfortably” accommodated on a daily basis. Design capacity is typically equated to a resort’s 5th or 10th busiest day, and peak-day visitation at most resorts is at least 10% higher than the design capacity.

This MDP will use the term Comfortable Carrying Capacity (CCC) when referring to Snowmass’ design capacity. The accurate estimation of the CCC of a mountain is a complex issue and is the single-most important planning criterion for the resort. Related skier service facilities, including base lodge seating, mountain restaurant requirements, restrooms, parking, and other guest services are planned around the proper identification of the mountain’s true capacity.

CCC is derived from the resort’s supply of vertical transport (the vertical feet served combined with the uphill hourly capacities of the lifts) and demand for vertical transport (the aggregate number of runs desired multiplied by the vertical rise associated with those runs). The CCC is calculated by dividing vertical supply (VTF/day) by vertical demand, and factors in the total amount of time spent in the lift waiting line, on the lift itself, and in the descent.

E. BALANCE OF FACILITIES

The mountain master planning process emphasizes the importance of balancing recreational facility development. The sizes of the various guest service functions are designed to match the CCC of the mountain. The future development of a resort should be designed and coordinated to maintain a balance between accommodating guest needs, resort capacity (lifts, trails, and other amenities such as tubing), and the supporting equipment and facilities (e.g., grooming machines, day lodge services and facilities, utility infrastructure, access, and parking). Note that it is also important to ensure that the resort’s CCC balances with these other components, facilities, and services at the resort. Since CCC is primarily derived from the resort’s lift network, it is possible to have a CCC that is effectively lower or higher than the other resort components.



F. MULTI-SEASON RECREATION ACTIVITIES

In light of the increasing challenges of operating a sustainable ski resort in the face of climate change given the seasonal nature of the typical six-month operating season, there has recently been a great deal of interest within the industry in developing multi-season recreation facilities and activities for guests. Summer recreational activities tend to attract a more diverse range of new guests than does skiing. This comprehensive resort planning process assesses the best approach and program for adding multi-season activities and facilities in order to have the greatest potential for success given the unique characteristics that define Snowmass and its markets, and then will create a “road map” for their implementation.

A strategic approach must be taken to identify reasonable and realistic opportunities for multi-season recreational activities. This approach involves a case-by-case examination of several important criteria to determine the multi-season recreation elements that have the greatest potential for success. Criteria such as suitability of available land for recreation facilities and/or activities, operational compatibility with existing or proposed facilities, initial fiscal considerations, and visitation potential are all explored within this MDP. Undertaking such a comprehensive exercise leads to a multi-season recreation program comprised of recreation facilities and/or activities that are suitable for implementation and will align with operational goals and performance expectations.

Providing diverse opportunities to a spectrum of visitors is key to Snowmass’ summer activity goals. Non-skiing and multi-season activities are, and will continue to be, important guest offerings at Snowmass because summer recreational activities tend to attract a more diverse range of new guests than do skiing and snowboarding (e.g., more balanced gender demographics, older median age, and more families), which is essential to the continued success of the resort.

As a four-season recreation destination, Snowmass has the opportunity to both provide and promote interactive, educational, natural resource-based recreation activities for all ages and demographics. Increasingly, there is potential to reach a wide range of ages and demographics, including those not currently being reached, through multi-season recreation activities. Activities such as mountain biking and hiking can appeal to the more fit and skilled user, while activities such as canopy tours and zip lines can appeal to less adventurous guests and persons with disabilities. Snowmass desires to facilitate exciting, challenging and appropriate use of NFS lands, and in the process, to introduce new user groups to the range of recreational opportunities that exist within their National Forests.

At a site-specific level, this MDP takes the existing setting, combined with the anticipated use of the area, to establish finer-grain prescriptions. The summer activity zones identified in this MDP are based on the existing setting and level of development.

Through the planning process, five distinct zones have been identified within the Snowmass SUP area. These zones consider several characteristics similar to the Recreation Opportunity Spectrum (ROS) setting, including:

- Access – the number and function of roads within the area
- Remoteness – how far removed an individual feels from human activity
- Naturalness – the extent and intensity of development and disturbance within the area
- Infrastructure – the amount of and proximity to the built environment

Each of these characteristics is to be considered within the context of Snowmass as a developed ski area. Existing summer recreation and maintenance occurs throughout developed portions of the ski area; therefore, no area within the developed ski area is off limits to administrative access and maintenance.

The Snowmass SUP area is characterized by diverse settings, from developed and modified areas to remote and more primitive areas. The settings that exist within the SUP mirror what a guest could see and experience in different locations across the WRNF, ranging from high alpine environments, to riparian and wetland ecosystems, to forested settings in remote locations.

To harmonize with the five distinct zones and their characteristics, planned activities within this MDP have been designed to correspond with the characteristics of the Scenery Management System (SMS) Scenic Integrity Objective (SIO) and the ROS setting of the SUP area, which is discussed in the following section. Throughout implementation of the projects discussed in this MDP, ASC will work with the Forest Service to meet or exceed this direction as practicable.

G. APPLICABLE FOREST SERVICE POLICY DIRECTION

The Forest Service nationally supports the recreational opportunities that private ski areas provide. The Forest Service and National Ski Areas Association work in partnership to achieve common goals of managing and promoting active participation in alpine recreation and sports by all people.

Snowmass operates under a SUP authorized under the National Forest Ski Area Permit Act of 1986, 16 U.S.C. § 497b. The Act authorizes the Forest Service to issue ski area permits:

“... for the use and occupancy of suitable lands within the National Forest System for Nordic and alpine skiing operations and purposes.” The Act states that a permit “shall encompass such acreage as the Secretary [of Agriculture] determines sufficient and appropriate to accommodate the permittee’s needs for ski operations and appropriate ancillary facilities.”

The basis for determining the types of activities and facilities appropriate for permitted winter sports resorts operating on NFS lands are expressed in federal laws and Forest Service policy directives, such as the Forest Plan.³ The Forest Plan is a guiding document that provides the Forest Service with authority and direction pertaining to ski area management on NFS lands. Snowmass and the WRNF are connected through a committed long-term partnership to provide quality recreational opportunities on NFS lands. By satisfying its current and future visitors, Snowmass will grow as a healthy and competitive ski resort within its market niche. This, in turn, will help fulfill Forest Service policy, objectives, and direction for ski area management on the WRNF.

The following list consists of the formative federal legislations which guide Forest Service administration of NFS lands and, more specifically, at winter sports resorts (additional information on pivotal legislation is provided below):

- The Multi-Use Sustained-Yield Act of 1960 mandates that the Forest Service manage NFS lands for “**outdoor recreation**, range, timber, watershed, and wildlife and fish purposes.” 16 U.S.C. § 528 (emphasis added)
- The National Forest Management Act (NFMA) requires the Forest Service to develop Forest Plans that provide for multiple uses of NFS lands, including “coordination of **outdoor recreation**, range, timber, watershed, wildlife and fish, and wilderness.” 16 U.S.C. § 1604(e)(1) (emphasis added)
- The National Forest Ski Area Permit Act of 1986 specifically endorses developed winter recreation on NFS lands and authorizes the Forest Service to issue SUPs that encompass “such acreage” as the Forest Service “determines sufficient and appropriate to accommodate the permittee’s needs for ski operations and appropriate ancillary facilities.” 16 U.S.C. § 497b(b)(3)

3 USDA Forest Service. 2010. Revised Forest Plan, Boise National Forest.



- The service-wide Memorandum of Understanding between the National Ski Areas Association and the Forest Service (FS Agreement No. 07-SU-11132424-246), recognizes “that ski areas can help meet increased demand for recreational opportunities in a managed setting.” The Forest Service stated its commitment to “evaluate four-season recreation at ski areas to improve economic stability and enhance outdoor recreation opportunities during policy formation, master development planning, and project plans.”
- The 2011 Ski Area Recreational Opportunity Enhancement Act (SAROEa) amended the National Forest Ski Area Permit Act of 1986. The 2011 SAROEa enables snow sports (other than Nordic and alpine skiing) to be permitted on NFS lands subject to ski area permits issued by the Secretary of Agriculture. In addition, it clarifies the authority of the Secretary of Agriculture to permit appropriate additional seasonal or year-round recreational activities and facilities on NFS lands subject to ski area permits issued by the Secretary of Agriculture. Further information on SAROEa is provided below.

1. 2002 Revised White River National Forest Land and Resource Management Plan

Snowmass operations that are conducted on NFS lands within the SUP area must comply with the management directions provided in the 2002 Forest Plan. The 2002 Forest Plan includes 33 separate Management Areas for different portions of the Forest based on ecological conditions, historic development, and anticipated future conditions. Snowmass falls within the 8.25 Management Area, which directs:

“Facilities may be intensively used throughout the year to satisfy a variety of seasonal recreational demands. Base areas that serve as entrance portals are designed as gateways to public lands. Forested areas are managed as sustainable cover with a variety of species and age classes in patterns typical of the natural landscape character of the area. Protection of scenic values is emphasized through application of basic landscape aesthetics and design principles, integrated with forest management and development objectives.”⁴

The theme of Management Area 8.25 is:

“Ski areas are developed and operated by the private sector to provide opportunities for intensively managed outdoor recreation activities during all seasons of the year. This management area also includes areas with potential for future development.”⁵

Beyond the 2002 Forest Plan, the Final EIS that was prepared for it has an entire chapter devoted to analysis of ski areas that are permitted on the Forest. Regarding the role of ski area master development plans, the 2002 Forest Plan Final EIS states:

“New technology and changing skier preferences with regard to terrain and on mountain services motivate ski areas to adapt and change in order to remain competitive. Because of this, master development plans are dynamic. The Forest Service participates with ski areas in planning changes to meet public needs. Prior to approval for implementation, the master development plan and its component parts are subject to environmental analysis in accordance with the National Environmental Policy Act and other relevant laws and regulations.”⁶

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- 4 USDA Forest Service. 2002. White River National Forest Land and Resource Management Plan 2002 revision. White River National Forest, Glenwood Springs, CO.
 - 5 USDA Forest Service. 2002. White River National Forest Land and Resource Management Plan 2002 revision. White River National Forest, Glenwood Springs. CO. p. 3-80
 - 6 USDA Forest Service. 2002. Final environmental impact statement, Volume 1, for the White River National Forest land and resource management plan 2002 revision. White River National Forest, Glenwood Springs. CO. p. 3 437

The Forest Service is authorized to approve certain uses of NFS lands under the terms of SUPs. Generally, SUPs⁷ for recreational developments are issued and administered for uses that serve the public, promote public health and safety, and provide land stewardship. In accomplishing these objectives, the SUP held by Snowmass authorizes the following:

"Ski lifts and tows, ski trails, day lodge, restaurants, maintenance and snowmaking facilities, roads, utilities, parking, signs, radio base facilities, explosive cache, and other facilities and improvements needed in the operation and maintenance of a four-season resort."

2. Ski Area Recreational Opportunity Enhancement Act of 2011

The 2011 SAROE Act amended the National Forest Ski Area Permit Act of 1986. The 2011 SAROE Act enables snow sports (other than Nordic and alpine skiing) to be permitted on NFS lands subject to ski area permits issued by the Secretary of Agriculture. In addition, it clarifies the authority of the Secretary of Agriculture to permit appropriate additional seasonal or year-round recreational activities and facilities on NFS lands subject to ski area permits issued by the Secretary of Agriculture. Activities and facilities that may, in appropriate circumstances, be authorized under the Act include but are not limited to, zip lines and ropes courses, mountain biking trails, and Frisbee golf.

In April 2014, the Forest Service provided a Final Directive for Additional Seasonal or Year-Round Recreation Activities at Ski Areas that includes guidance for implementing the 2011 SAROE Act. Forest Service Manual (FSM) 2343.14 states that the Forest Service will apply the following screening criteria during review of site-specific proposals prior to the initiation of a NEPA review process. During this master planning stage, projects are conceptual and do not, nor should they, include the level of design that would be required

to complete all of the screening criteria; that amount of site-specific detail would be provided during the project proposal stage to initiate the NEPA process. The screening criteria included in FSM 2343.14(1) guide the development of projects on NFS lands, and the activities and facilities associated with those projects must:

- (1)(a) Not change the primary purpose of the ski area to other than snow sports;
- (1)(b) Encourage outdoor recreation and enjoyment of nature and provide natural resource-based recreation opportunities;
- (1)(c) To the extent practicable, be located within the portions of the ski area that are developed or that will be developed pursuant to the MDP;
- (1)(d) Not exceed the level of development for snow sports and be consistent with the zoning established in the applicable MDP;
- (1)(e) To the extent practicable, harmonize with the natural environment of the site where they would be located by:
 - ♦ (1)(e)(1) Being visually consistent with or subordinate to the ski area's existing facilities, vegetation and landscape; and
 - ♦ (1)(e)(2) Not requiring significant modifications to topography to facilitate construction or operations.
- (1)(f) Not compromise snow sports operations or functions; and
- (1)(g) Increase utilization of snow sports facilities and not require extensive new support facilities, such as parking lots, restaurants, and lifts.

Again, the above screening criteria should be applied for the planned activities in this MDP during the NEPA process that would occur with project proposal. At that point, design plans more detailed than those generated within this master planning process would be made available.

⁷ 16 USC 497, 1999. 64 FR 8681-8690. National Forest Ski Area Permit Act of 1986 – as adopted in 1999. February 22.



FSM 2343.14(8) provides guidance for elements to be included in the master planning process. Specifically, the master planning process should:

- (8)(a) Establish zones to guide placement and design of additional seasonal or year-round recreation facilities, basing the zones on the existing natural setting and level of development to support snow sports;
- (8)(b) Depict the general location of the facilities; and
- (8)(c) Establish an estimated timeframe for their construction.

3. Recreation Opportunity Spectrum

At a macro level, the Snowmass SUP area is designated within the 2002 WRNF Forest Plan to have a Recreation Opportunity Spectrum (ROS) setting of “Rural,” which is described as:

“Predominantly a culturally modified setting where the natural environment has been substantially modified, i.e., structures are readily apparent, pastoral or agricultural or intensively managed, wildland landscapes predominate as viewed from visually sensitive roads and trails. Access is primarily via conventional motorized use on roads. Contact frequency with other users may be moderate to high in developed sites and moderate away from developed sites.”

As stated in the 2002 Forest Plan Final Environmental Impact Statement:

“Recreational benefits from ski areas include managed, convenient access to National Forest System lands for visitors participating in such activities as hiking, mountain biking, viewing scenery, skiing, and snowboarding. Ski areas provide year-round natural resource-based recreation. The number of recreation opportunities enhanced by lift served access generally is proportional to the number of acres allocated to the 8.25 management area.”

The assigned desired ROS condition class is the maximum level of use, impact, development, and management that an area should experience over the life of the Forest Plan. The ROS is not prescriptive; it serves as a tool for land managers to identify and mitigate change. Recreational carrying capacity is a consequence of adopting specific ROS classes for which a landscape will be managed.

4. Scenery Management and the Built Environment Image Guide

a. Scenery Management System

Human activities can cause changes to scenic resources that can be objectively measured. By assessing the existing scenic character of an area in terms of pattern elements (form, line, color and texture) and pattern character (dominance, scale diversity and continuity), it is possible to identify the extent to which the scenic character would exhibit scenic contrast with the surrounding landscape, or conversely—scenic compatibility.

The Forest Service adopted the Scenery Management System (SMS) in 1995 as the Agency’s primary scenery management tool. In brief, the SMS is a systematic approach for assessing scenic resources in a project area to help make management decisions.

The acceptable limits of change for a particular area (e.g., Management Area, as defined in the 2002 Forest Plan) are the documented “Scenic Integrity Objectives” (SIO, as defined in the SMS), which serve as management goals for scenic resources.

As indicated in the 2002 Forest Plan, the SIOs for the Snowmass SUP area are Low and Very Low, which are defined as:

Low – The valued landscape character “appears moderately altered.” Deviations begin to dominate the valued landscape character being viewed but they borrow valued attributes such as size, shape, edge effect, and pattern of natural openings, vegetative type changes or architectural styles outside the landscape being viewed. They should not only appear as valued character outside the landscape being viewed but compatible or complimentary to the character within.

Very Low – The valued landscape character “appears heavily altered.” Deviations may strongly dominate the valued landscape character. They may not borrow from valued attributes such as size, shape, edge effect and pattern of natural opening, vegetative type changes or architectural styles within or outside the landscape being viewed. However, deviations must be shaped and blended with the natural terrain (landforms) so that elements such as unnatural edges, roads, landings, and structures do not dominate the composition.

However, the Forest Plan states that all National Forest System lands shall be managed to attain the highest possible visual quality commensurate with other appropriate public uses, costs, and benefits.⁸

b. Forest Service Built Environment Image Guide

The Built Environment Image Guide (BEIG) was prepared by the Forest Service for the “thoughtful design and management” of the built environment contained within the National Forests.⁹ The Forest Service defines the built environment as “the administrative and recreation buildings, landscape structures, site furnishings, structures on roads and trails, and signs installed or operated by the Forest Service, its cooperators, and permittees.”¹⁰ This document provides guidance for the Forest Service’s built environment.

The BEIG divides the United States into eight provinces which combine common elements from the ecological and cultural contexts over large geographical areas; Snowmass’s SUP area and adjacent NFS lands are within the Rocky Mountain Province. Site development, sustainability, and architectural character should conform to BEIG guidelines described for this Province.

5. **Accessibility to Public Lands**

In October 2012 the Forest Service released the Accessibility Guidebook for Ski Areas Operating on Public Lands, 2012 Update.¹¹ This guidebook provides information for ski areas authorized under a SUP to work with the Forest Service in providing equal opportunities for all people, including those with disabilities. Snowmass will maintain consistency with this guidebook for future development projects occurring on public lands.

Ski areas operating under special-use authorization from the Forest Service are required to comply with both the Americans with Disabilities Act of 1990 (ADA) and Section 504 of the Rehabilitation Act of 1973 (Section 504). The ADA applies because Snowmass operates as a “public accommodation;” moreover, Snowmass is a business open to the public. Section 504 applies because Snowmass operates under a SUP authorized by the Forest Service. Through the SUP, the ski area agrees to abide by these and all other laws, regulations, and policies of the federal, state, and local governments with legal jurisdictions on the ski area.

Significant legislation that preceded the ADA includes the Architectural Barriers Act (ABA) of 1968 and the Rehabilitation Act of 1973, as amended. ABA was the first measure passed by Congress to ensure access to facilities. The ABA requires that all facilities built, bought, or leased by or for a Federal agency be accessible. Section 504 of the Rehabilitation Act states: “No otherwise qualified individual with a disability in the United States shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive Agency.”

⁸ USDA Forest Service. 2002. Final environmental impact statement, Volume 1, for the White River National Forest land and resource management plan 2002 revision. White River National Forest, Glenwood Springs, CO. p.AA-17

⁹ USDA Forest Service, 2001. The Built Environment Image Guide for the National Forests and Grasslands. FS-710.

¹⁰ Ibid.

¹¹ USDA Forest Service. 2012. Accessibility Guidebook for Ski Areas Operating on Public Lands. Available at: https://www.fs.usda.gov/sites/default/files/legacy_files/Ski%20Access%20Guide.10.5.pdf.



Snowmass currently complies with this legislation through their active involvement in assisting disabled guests with skiing and other recreation activities. Through future site-specific NEPA and design development reviews, Snowmass will work closely with the Forest Service to ensure accessibility measures are taken to provide equal opportunity to all users of public lands.

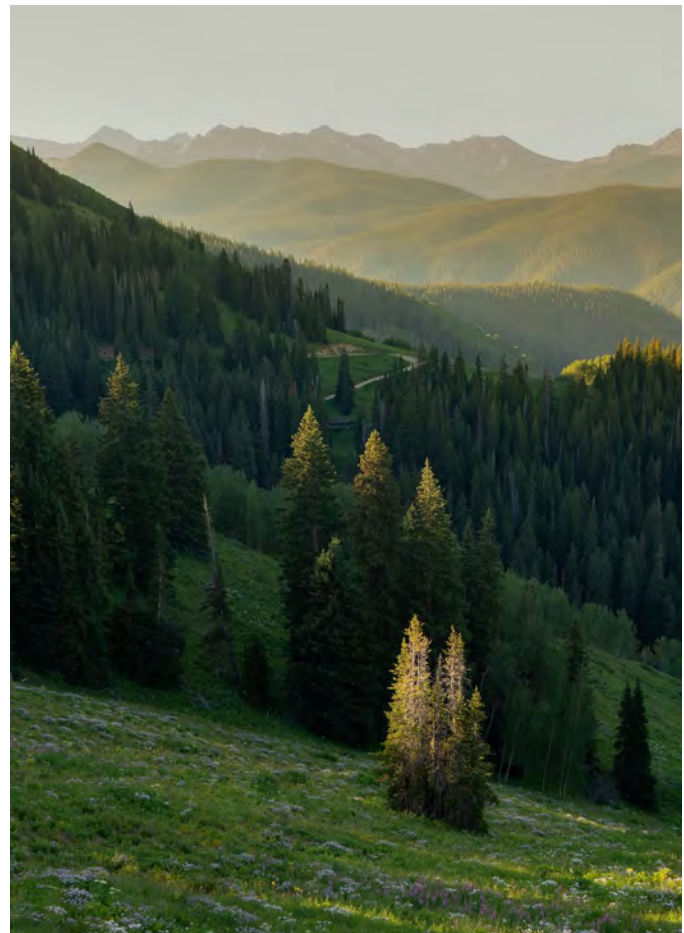
6. *Winter Sports Guidebook*

In 1992 the Forest Service published the Winter Sports Guidebook to establish master planning guidelines for ski resort on Forest Service lands operating under a SUP.¹² The Winter Sports Guidebook outlined details to include in the master planning process to inform the Forest Service and the public of potential changes that may result from development of public and private lands

7. *Forest Service Guidance on Climate Change*

Under Executive Order 14008, Part 2, Section 204, the Forest Service must manage public lands to support robust climate action.¹³ The Forest Service Climate Change Resource Center (FSCCRC) serves as a reference for land managers who need information and tools to address climate change in planning and project implementation on national forests. According to the FSCCRC, natural resource management strategies for addressing climate change can be classified under two avenues: adaptation and mitigation.¹⁴ Adaptation strategies include actions taken to assist natural resources (species, habitats, forest plantations, watersheds) in accommodating new conditions imposed by climate change. Mitigation strategies work to reduce the human influence on the climate system, primarily through removal of greenhouse gases (GHG) from the atmosphere and the reduction of GHG emissions. On public lands, this may include managing forests in a way that sequesters carbon dioxide.

In addition to these considerations, the Forest Service also has guidance for incorporating climate change into NEPA analysis. NEPA requires federal agencies to analyze the environmental effects of proposed projects before making decisions and climate change is one environmental effect that may be considered.¹⁵ There are three ways that climate change can be considered in the NEPA process: 1) consideration of the effects of a proposed project on climate change through GHG emissions and sequestration; 2) analysis of the effects of climate change on a proposed project; and 3) implications of climate change for the environmental effects of a proposed action (i.e., will the project and climate change combine to create increased impacts on a resource?). This MDP considers this guidance throughout the document.



¹² USDA Forest Service. 1992. Winter Sports Guidebook.

¹³ Executive Office of the President, "Executive Order on Tackling the Climate Crisis at Home and Abroad," 7619 86 FR § 204 (2021)

¹⁴ Forest Service Climate Change Resource Center (FSCCRC). 2021. Managing for Change. Accessed September 1. Available at: <https://www.fs.usda.gov/ccrc/education/managing-change>

¹⁵ FSCCRC. 2021. NEPA - Introduction to Incorporating Climate Change. Accessed September 1. Available at: <https://www.fs.usda.gov/ccrc/topics/nepa-introduction-incorporating-climate-change>

III. Site Inventory

Chapter III provides a brief overview of some of the unique physical characteristics of the SUP area that were taken into consideration in the preparation of this MDP.

A. TOPOGRAPHY AT SNOWMASS

The topography at Snowmass can be generally described as three separate peaks: Elk Camp, The Cirque, and Sam's Knob. The topography at Snowmass is typical of this portion of the Rocky Mountains, consisting of a series of ridges and glaciated bowls with relatively flat terrain in the valleys. The ski terrain lies in the mostly north-facing slopes of these peaks and bowls, with some terrain falling to the east and west off of the northward running ridges. This is an ideal topographic scenario for a ski area, as it provides a variety of aspects as well as efficient access and circulation to the terrain. Flatter areas in portions of the resort provide the most significant challenge to circulation within the ski area. Slopes range from near vertical in cliff zones to almost flat in the base area. This type of topography allows for a range of skiing opportunities.

The highest elevations at Snowmass are The Cirque at 12,510 feet amsl, and High Alpine at 11,775 feet amsl. The lowest elevation is at the bottom terminal of Two Creeks lift at 8,110 feet amsl. Thus, total vertical drop at Snowmass is approximately 4,400 feet. The base village is located at 8,606 feet amsl.

B. SLOPE GRADIENTS AT SNOWMASS

As discussed in Chapter II, terrain ability level designations are based on slope gradients and terrain features associated with the varying terrain unique to each mountain. Regardless of the slope gradient for a particular trail, if it feeds into a trail that is rated higher in difficulty, its ability level must be rated accordingly. Conversely, if a trail is fed only by trails of a higher ability level than the maximum slope of the trail would dictate, it also must be rated accordingly.

Slope gradients at Snowmass are depicted in Figure III-1.

- **0 to 8% (0 to 5 degrees):** too flat for skiing and riding, but ideal for base area accommodations and other support facility development
- **8 to 25% (5 to 15 degrees):** ideal for Beginners and Novices, and typically can support some types of development
- **25 to 45% (15 to 25 degrees):** ideal for Intermediates, and typically too steep for development
- **45 to 70% (25 to 35 degrees):** ideal for Advanced and Expert skiers/riders, and pose intermittent avalanche hazards



- **> 70% (>35 degrees):** too steep for all but the highest level of skiing/riding. These areas are typically allocated as Expert-only and are closely managed by the resort operator for avalanche control

As displayed in Figure III-1, slope gradients covering all ability levels are present, but the majority of the terrain is characterized by novice- to intermediate-level gradients. As described in the topography section above, the terrain at Snowmass is largely characterized by peaks and bowls, with some ridges and sub-ridges. The bottoms of the bowls and sub-bowls tend to be quite flat, in some cases even too flat for consistent skiing. The terrain dropping off the ridges and sub-ridges tends to be quite steep, in a few locations steeper than desired for skiing. In some cases, this presents challenges for consistent fall-line skiing, but the majority of the ski area has consistent grades. For example, consistently Intermediate-level slopes are found in the Elk Camp and Big Burn areas.

The most consistent novice-level terrain is found off the mid-station of the Village Express and in the Two Creeks area. Consistent advanced-level gradients are very limited, with a few locations found in the Sam's Knob and Campground areas.

C. SOLAR ASPECT AT SNOWMASS

Slope aspect plays an important role in snow quality and retention. The variety of exposures at Snowmass present opportunities to provide a range of slope aspects that allow guests to respond to changes in sun angle, temperature, wind direction, and shadows. Typical constraints in relation to the various angles of exposure are discussed below:

- *North-facing:* ideal for snow retention, minimal wind scour, minimal sun exposure
- *Northeast-facing:* ideal for snow retention, minimal wind scour, minimal sun exposure

- *East-facing*: good for snow retention, some wind scour, morning sun exposure
- *Southeast-facing*: fair for snow retention, moderate wind scour, morning and early afternoon sun exposure
- *South-facing*: at lower elevations, poor for snow retention, moderate wind scour, full sun exposure
- *Southwest-facing*: poor for snow retention, high wind scour, full sun exposure
- *West-facing*: good for snow retention, high wind scour, late morning and afternoon sun exposure
- *Northwest-facing*: good for snow retention, moderate wind scour, some afternoon sun

As described in the topography section above, the majority of the skiing terrain at Snowmass faces north, with some eastward and westward facing aspects. This range of exposures is ideal, allowing for good snow retention while providing a variety of sun exposures and snow conditions. East facing slopes, such as some of the runs off of the Village Express and Sheer Bliss lift, provide decent snow retention and also have good sun exposure, particularly in the mornings. North-facing slopes provide better snow retention, and are found throughout the resort, such as in the Elk Camp, High Alpine, Alpine Springs, and Sam's Knob areas. These areas have consistently good snow conditions. The west-facing slopes off of the Campground lift and in portions of Elk Camp, are protected from the sun in the mornings but get sun exposure in the afternoons. See Figure III-2 for a detailed inventory of solar aspect at Snowmass.

D. RESOURCE SURVEY INVENTORY

As a part of this master planning process, Snowmass completed an inventory of resource surveys conducted for the environmental analyses of ski area projects over the last 30 years. These surveys include, but are not limited to, archaeological surveys, rare plant surveys, wetland delineations, wildlife habitat characterization surveys, and hydrologic assessments. Surveys were completed on a project-by-project basis, meaning that only those areas that were proposed for ground disturbance were surveyed at the time. There are areas within the Snowmass SUP area that have not been

surveyed. The purpose of the resource survey inventory was to identify the portions of SUP area where surveys have or have not been completed; whether surveys have 'aged out' and need re-survey; and where surveys need to be completed for those projects included in the upgrade plan. This information may be used to inform the planning and environmental analyses of future NEPA processes.

E. CLIMATE CHANGE

Climate change has impacted and will continue to impact the Rocky Mountain region.¹⁶ Over the past century, most of the region has warmed by 1- or 2- degrees Fahrenheit. Warmer winters have reduced average snowpack in the West by 20 to 60 percent since 1950.¹⁷ In addition, the snowpack is now melting earlier than during the 20th century, and, by 2050, it is likely to melt weeks earlier. The reduced snowpack and earlier melting result in reduced streamflow during the summer.

In the future, climate change is also likely to increase the frequency and severity of fires that burn forests, grasslands, and desert vegetation. Since 1985, the size and number of western forest fires have increased substantially. Higher temperatures and a lack of water can also make trees more susceptible to pests and disease, and trees that are damaged or killed burn more readily than living trees. The combination of more fires, increased pressure from pests and disease, and drier conditions could change the forest patterns in the Rocky Mountains.

This MDP has been drafted with consideration to the challenges and uncertainties that climate change presents.

¹⁶ U.S. Environmental Protection Agency. 2016. What Climate Change Means for Colorado. August. Available at: <https://19january2017snapshot.epa.gov/sites/production/files/2016-09/documents/climate-change-co.pdf>

¹⁷ Ibid.



IV. Existing Facilities

The following section contains an examination and analysis of existing facilities at Snowmass. Completion of a thorough resort inventory is the first step in the master planning process and involves the collection of data pertaining to the resort's existing facilities. This inventory includes lifts, trails, the snowmaking system, base area and on-mountain structures, guest services, other resort functions/activities, day-use parking, operations, and utilities/infrastructure. The analysis of the inventoried data involves the application of industry standards to existing conditions at Snowmass. This process allows for the comparison of the resort's existing facilities to those facilities commonly found at resorts of similar size and composition.

The overall balance of the existing resort is evaluated by calculating the capacities of various facility components and then comparing these capacities to the resort's CCC. This examination of capacities helps to identify strengths, weaknesses, opportunities, and constraints as a resort. The next step is the identification of any improvements which would bring the existing facilities into better equilibrium and assist the resort in meeting the ever-changing expectations of its marketplace. Accomplishing these objectives will result in a well-balanced resort

which provides an adequate array of services and experiences to satisfy guest expectations for a quality recreation experience.

The examination of existing facilities presented in this chapter correlates with Figures IV-1 through IV-4.

A. SUMMARY OF THE EXISTING GUEST EXPERIENCE

Snowmass is a premier destination for guests from around the world. The resort offers more than 3,000 skiable acres, with terrain choices for everyone from the first-time beginner to the most adventurous extreme skiers and snowboarders.

The overall infrastructure of lift installations, terrain offerings, snowmaking systems, on-mountain restaurants, and miscellaneous support buildings/facilities have been continually upgraded since 1967. Infrastructure improvements that have taken place in the past ten years have been significant. These improvements have allowed Snowmass to further improve the guest experience consistent with its stated goals.



B. EXISTING LIFT NETWORK

Snowmass currently operates 20 lifts: one 8-person detachable gondola, one 6-person pulse gondola, two 6-person detachable chairlifts, seven detachable quad chairlifts, two fixed-grip quad chairlifts, one fixed-grip

double chairlift, one detachable platter lift, one fixed-grip platter lift, and four conveyor lifts. The resort's existing total uphill design lift capacity is 28,267 people per hour (pph). Table IV-1 summarizes the technical specifications for the existing lifts, and Figure IV-1 illustrates the location of existing lifts.

Table IV-1. Lift Specifications – Existing Conditions

Lift Name, Lift Type	Top Elev. (ft)	Bot. Elev. (ft)	Vert. Rise (ft)	Slope Length (ft)	Avg. Grade (%)	Actual Design Capacity (pers/hr)	Rope Speed (fpm)	Carrier Spacing (ft)	Year Installed
Two Creeks/DC4	9,810	8,110	1,700	9,874	18%	1,640	1,100	161	Poma/1995
Assay Hill/C4	8,523	8,325	197	1,438	14%	1,200	300	60	Poma/2007
Elk Camp Gondola Full/G8	9,803	8,432	1,371	8,659	16%	1,961	1,000	184	Poma/2006
Elk Camp Gondola Upper/G8	9,803	8,526	1,277	7,499	17%	654	1,000	184	Poma/2006
Elk Camp/DC4	11,320	9,779	1,540	7,559	21%	2,020	1,100	131	Poma/1995
Meadows/C4	9,927	9,815	112	1,304	9%	1,200	300	60	Poma/2007
Meadows Sunkid/C	9,837	9,816	21	235	9%	600	160	16	Sun Kid/2014
Bear Bottom Sunkid/C	9,997	9,947	50	440	12%	600	160	16	Sun Kid/2015
Alpine Springs/DC4	10,505	8,987	1,518	7,164	22%	2,400	1,100	110	Poma/1993
High Alpine/DC4	11,852	10,186	1,666	5,622	31%	1,800	1,000	133	LPOA/2015
Cirque Lift/S	12,527	11,741	786	3,981	20%	450	700	93	Poma/1998
Sheer Bliss/DC4	11,857	9,650	2,207	9,283	25%	2,000	1,100	132	Poma/2008
Big Burn/DC6	11,793	9,811	1,982	7,639	27%	2,200	1,100	180	LPOA/2020
Coney Glade/DC4	10,103	8,890	1,213	4,931	26%	2,000	1,000	120	Poma/1986
Village Express Full/DC6	10,614	8,461	2,154	10,041	22%	1,876	1,050	201	Poma/2005
Village Express Lower/DC6	9,661	8,461	1,200	6,234	20%	924	1,050	135	Poma/2005
SkyCab/G6	8,601	8,454	146	1,069	14%	530	1,000	135	Poma/2005
Burlingame Sunkid/C	8,581	8,574	7	116	6%	600	160	16	Sun Kid/2005
Treehouse Sunkid/C	8,601	8,606	5	80	6%	720	80	7	Sun Kid/1997
Scooper Lift/S	9,365	9,137	227	876	27%	428	350	49	Poma/2000
Sam's Knob/DC4	10,619	9,419	1,199	3,869	33%	1,800	1,000	133	Poma/2005
Campground/C2	9,659	8,224	1,435	4,730	32%	664	550	99	Poma/2003

Source: SE Group

C = carpet conveyor / S = surface lift / C2 = fixed-grip double chairlift / C4 = fixed-grip quad chairlift / DC4 = detachable quad chairlift / DC6 = detachable six-passenger chairlift / G6 = six-passenger gondola / G8 = eight passenger gondola

In general, the lift system is well organized and provides opportunities for good learning progression, but some lifts could be added, upgraded, and/or realigned to provide better circulation and skier distribution, and to make better use of the available terrain.

Some of the lifts might reach the end of their useful life during the span of this document. Coney Glade, Cirque, Alpine Springs, Elk Camp, Sam's Knob, and Two Creeks are five lifts with 20+ years in operation.

Note that the Bear Bottom Sunkid conveyor lift is used for both skiing and snow tubing. Refer to Section C for a description of the tubing operation. Both skiers and tubers ride the lift simultaneously, with skiing off the east side of the conveyor and tubing off the west. Also note that the Burlingame Overflow conveyor is used only intermittently by the children's ski school programs.

C. EXISTING TERRAIN NETWORK

The ski network at Snowmass spans a cross-section of terrain and accommodates the entire range of skier ability levels from beginner to expert. Table IV-2 lists the

specifications for all the maintained terrain at Snowmass, including bowls, chutes, glades, and hike-to areas.

1. Terrain Variety

Terrain variety is the key factor in evaluating the quality of the actual skiing and riding guest experience (as opposed to lift quality, restaurant quality, or any other factor). In Ski Magazine's Reader Resort Ratings, "terrain variety" is consistently ranked as the second most important criterion in readers' choice of a ski destination, behind only snow quality, and ahead of such other considerations as lifts, value, accessibility, resort service, and others. This is a relatively recent industry trend, representing an evolution in skier/rider tastes and expectations. The implication of the importance of terrain variety is that a resort must have a diverse, interesting, and well-designed developed trail system, but also must have a wide variety of alternate-style terrain, such as mogul runs, bowls, trees, open parks, in-bounds "backcountry-style" (i.e., hike-to) terrain, and terrain parks and pipes. At resorts across the nation, there is a growing trend favoring these more natural, unstructured,





“semi-backcountry” types of terrain, since the availability of this style of terrain has become one of the more important factors in terms of a resort’s ability to retain guests, both for longer durations of visitation and for repeat business.

To provide the highest quality guest experience, resorts should offer groomed runs of all ability levels and some level of each of the undeveloped terrain types. Undeveloped terrain is primarily used by advanced and expert level skiers/riders during desirable conditions (e.g., periods of fresh snow, spring corn, etc.). Even though some of these types of terrain only provide skiing/riding opportunities when conditions warrant, they represent the most intriguing terrain, and typically are the areas that skiers/riders strive to access. Terrain variety is increasingly becoming a crucial factor in guests’ decisions on where to visit.

As such, this analysis accounts for three separate types of terrain at Snowmass, totaling 3,342 acres:

- Lift-accessed developed trails for beginner, intermediate, and expert skiers/riders—accounting for 1,490 acres.
- Lift-accessed and/or hike-to terrain that is controlled (gated) but minimally maintained—accounting for 1,144 acres (these areas include bowls, chutes, glades, and other natural terrain that exists above treeline in accessible high alpine areas).
- Undeveloped, densely-treed and/or inaccessible areas within the ski area boundary. This consists primarily of the natural (non-thinned or maintained) forested areas between the defined skiing areas and ski runs, and also accounts for some of the less-accessible open areas in the upper parts of the mountain—these areas total 735 acres of terrain.

The existing developed alpine terrain network at Snowmass is depicted on Figure IV-1. This developed, or formalized, terrain network consists of the resort’s named, defined, lift-serviced, maintained trails. Despite the importance of undeveloped, alternate-style terrain,

formalized runs represent the baseline of the terrain at any resort, as they are where the majority of guests ski/ride.¹⁸ Additionally, developed terrain is usually the only place to ski/ride during the early season, periods of poor or undesirable snow conditions, avalanche closures, and in certain weather conditions. As such, the developed trail network represents an accurate picture of the acreage utilized by the average skier/rider on a consistent basis, as well as that used by virtually all guests during the aforementioned conditions. Therefore, the full capacity of the resort must be accommodated by the total acreage of the developed terrain network, rather than relying on undeveloped terrain (which is not always available).

If this analysis were to account for terrain outside of the developed trail network, it would have a misleading effect on those calculations, i.e., lower trail densities, higher capacities, and an incorrect skier/rider classification breakdown. Thus, for the purposes of this analysis, the developed trail network is calculated by accounting for defined trails within the Snowmass SUP area. It does not include open bowls, glades, chutes, densely-treed, inaccessible, or hike-to areas. This developed trail network is the basis for the trail acreage calculations, skier/rider classification breakdown, trail capacity, and density formulas. Nevertheless, it should be remembered that terrain outside of the developed network (in this case, open bowls, glades, chutes, and hike-to terrain) is crucial to terrain variety and the overall quality of the guest experience, and thus is addressed later in this section.

18 At Snowmass, it can be difficult to differentiate between the developed terrain and the undeveloped terrain, as much of Snowmass’s operations are either above treeline or just generally open and skiable. Since there is not a distinct edge to many of the trails, it is difficult to define a fixed area for developed trails. This influences the actual usage patterns for the ski area; skiers are found skiing across the entire width of any given area. In quantifying the acreage of developed terrain, a distinct area can be used where trails are defined by tree edges. In open areas where the trails are not defined by tree edges, a judgment call must be made to determine the boundaries between developed and undeveloped and minimally maintained terrain.

Tables IV-2 and IV-3 provide details of all terrain on the mountain. For the purposes of this analysis any trail defined as beginner, novice, low intermediate, intermediate, advanced, or expert is considered a part of the developed alpine terrain network, as described below. In contrast, any trail defined as Chutes/Bowls (Gated), Bowls/Glades (Gated), Chutes/Glades (Gated), Advanced/Expert Glades (Gated), Intermediate Glades, or Hike-to is a part of the Undeveloped but Maintained terrain, as discussed later in this section. Undeveloped/Inaccessible terrain is not addressed in this table.

2. Developed Terrain Network

The developed trail network accommodates beginner-through expert-level guests on 90 lift-served, named trails or trail segments spanning approximately 1,490

acres. Most beginner and intermediate runs are groomed on a regular basis.

Key aspects of terrain at Snowmass are explored in the following discussions.

a. Beginner and Teaching Terrain

Much of the teaching terrain and programming at Snowmass is in the Elk Camp area, at the top of the Elk Camp gondola. As such, guests ride the gondola up to Elk Camp and can purchase rentals and participate in ski school programs at that location. Additional beginner and teaching terrain is available in the Assay Hill area and associated with the Treehouse Kids' Adventure Center. The vast majority of novice-level terrain is accessed off the mid-unload station on the Village Express (*Lunchline/Dawdler/Fanny Hill*) and from the Elk Camp gondola (*Funnel Bypass*).

Table IV-2. Terrain Specifications – Existing Conditions

Trail Area/Name	Top Elev. (ft)	Bot. Elev. (ft)	Vert. Rise (ft)	Slope Length (ft)	Avg. Width (ft)	Slope Area (acres)	Avg. Grade (%)	Max Grade (%)	Ability Level
Eastbranch	8,862	8,627	235	2,115	25	1.2	11%	19%	Low Intermediate
Creekside	9,686	8,110	1,576	9,760	163	36.4	16%	47%	Intermediate
Cascade	9,609	8,861	748	3,523	127	10.3	22%	38%	Intermediate
West Fork	9,350	8,550	800	5,625	90	11.6	14%	32%	Low Intermediate
Assay Hill	8,514	8,324	190	1,499	194	6.7	13%	15%	Novice
Lone Star	9,810	9,623	187	1,235	131	3.7	15%	29%	Low Intermediate
Bottoms Up	9,639	9,364	275	1,017	178	4.2	28%	36%	Intermediate
Funnel Upper	9,766	9,363	403	2,781	273	17.4	15%	37%	Intermediate
Funnel Lower	9,363	8,460	903	6,359	326	47.6	15%	24%	Novice
Funnel Bypass	9,616	9,488	128	1,418	59	1.9	9%	15%	Novice
Funnel Bypass	9,370	9,320	51	537	51	0.6	9%	14%	Novice
No Name	9,236	9,001	235	1,452	86	2.9	17%	25%	Novice
Eddy Out	9,148	8,661	487	2,586	65	3.8	19%	41%	Intermediate
Slider	9,847	8,974	873	5,238	179	21.6	17%	33%	Intermediate
Bull Run	11,323	9,926	1,396	6,654	473	72.2	21%	35%	Low Intermediate
Grey Wolf	11,310	10,155	1,155	4,904	304	34.2	24%	37%	Intermediate
Bear Bottom	11,303	9,932	1,371	6,443	211	31.1	22%	38%	Intermediate



Trail Area/Name	Top Elev. (ft)	Bot. Elev. (ft)	Vert. Rise (ft)	Slope Length (ft)	Avg. Width (ft)	Slope Area (acres)	Avg. Grade (%)	Max Grade (%)	Ability Level
Gunner's View	10,987	10,070	917	4,611	180	19.1	20%	34%	Low Intermediate
Sandy Park	11,315	9,852	1,462	8,285	201	38.3	18%	44%	Intermediate
EC Meadows	9,928	9,804	124	1,517	405	14.1	8%	14%	Beginner
Naked Lady	10,438	8,996	1,442	7,155	310	50.9	21%	36%	Intermediate
Lodge Pole	10,221	9,720	501	2,126	155	7.6	24%	38%	Intermediate
Log Deck	10,471	9,741	729	3,405	182	14.2	22%	39%	Intermediate
Tom's Trace	9,789	9,353	435	1,829	269	11.3	25%	51%	Advanced Intermediate
Lunkerville	9,866	8,990	876	4,652	233	24.9	19%	36%	Intermediate
Adam's Avenue Lower	9,214	8,638	577	3,726	161	13.7	16%	28%	Low Intermediate
Adam's Avenue Middle Upper	9,396	9,330	65	371	48	0.4	18%	20%	Low Intermediate
Adam's Avenue Middle Lower	9,280	9,240	40	480	81	0.9	8%	13%	Low Intermediate
Adam's Avenue Upper	9,646	9,455	191	1,670	128	4.9	12%	18%	Low Intermediate
Coffee Pot	10,391	9,095	1,295	6,446	158	23.3	21%	38%	Intermediate
Granite	10,298	9,786	513	2,435	118	6.6	22%	43%	Intermediate
Green Cabin Lower	10,453	8,942	1,512	7,987	212	39.0	19%	38%	Intermediate
Green Cabin Upper	11,782	10,264	1,518	6,597	193	29.2	24%	44%	Intermediate
Reidar's	11,774	10,475	1,300	4,390	191	19.3	31%	57%	Expert
Reidar's Glade	11,769	10,450	1,319	4,215	299	29.0	38%	62%	Expert Glade-Gated
Showcase	11,791	10,527	1,264	4,129	221	20.9	32%	46%	Advanced Intermediate
The Edge	11,797	10,472	1,324	4,488	231	23.8	31%	45%	Advanced Intermediate
Roberto's	11,920	11,427	492	1,483	209	7.1	36%	73%	Chute/Bowl-Gated
Frog Pond Glade	11,448	10,380	1,068	3,472	990	78.9	33%	50%	Expert Glade-Gated
Baby Ruth	11,357	10,738	619	1,462	200	6.7	47%	77%	Chute/Bowl-Gated
Big Spruce	11,211	10,430	781	1,875	286	12.3	46%	74%	Chute/Bowl-Gated
Cassidy's	10,817	10,394	424	991	236	5.4	48%	66%	Expert Glade-Gated
Willy's	10,662	10,242	420	968	425	9.4	49%	75%	Bowl/Glade-Gated
Cookies	10,996	10,545	451	1,104	305	7.7	45%	58%	Expert Glade-Gated
Turkey Trot	10,592	9,802	790	4,928	160	18.1	16%	42%	Intermediate
Turkey Trot Upper	10,490	10,431	59	718	26	0.4	8%	12%	Intermediate
Rocky Mtn. High	12,497	11,795	702	3,860	360	31.9	19%	25%	Low Intermediate

Trail Area/Name	Top Elev. (ft)	Bot. Elev. (ft)	Vert. Rise (ft)	Slope Length (ft)	Avg. Width (ft)	Slope Area (acres)	Avg. Grade (%)	Max Grade (%)	Ability Level
AMF	11,945	11,369	576	1,720	355	14.0	36%	77%	Chute/Bowl-Gated
Cirque Headwall	12,344	11,677	667	2,119	922	44.8	33%	58%	Chute/Bowl-Gated
East Wall	12,192	11,683	509	1,910	356	15.6	28%	82%	Chute/Bowl-Gated
High Traverse	12,501	11,812	689	6,273	149	21.5	11%	55%	Chute/Bowl-Gated
Adios Ridge	11,644	11,209	435	1,085	460	11.5	44%	54%	Chute/Bowl-Gated
Ladder Lower	11,224	10,813	411	859	269	5.3	56%	89%	Chute/Bowl-Gated
Ladder Upper	11,441	11,241	201	414	99	0.9	56%	75%	Chute/Bowl-Gated
Dikes	11,669	10,241	1,428	5,923	949	129.1	25%	60%	Bowl/Glade-Gated
Gowdy's	11,842	11,267	575	1,827	308	12.9	34%	108%	Chute/Bowl-Gated
KT Gully	11,307	11,104	202	466	175	1.9	50%	77%	Chute/Bowl-Gated
Rock Island	11,137	10,675	462	988	493	11.2	54%	88%	Chute/Glade-Gated
Buck Skin	10,715	10,149	566	1,723	330	13.1	35%	73%	Expert Glade-Gated
Sheer Bliss	11,833	9,674	2,158	8,926	497	101.8	25%	44%	Intermediate
Camp 3	10,113	9,690	424	1,489	165	5.6	30%	47%	Advanced Intermediate
Garrett Gulch	10,775	9,852	923	3,460	116	9.2	28%	48%	Advanced Intermediate
West Face	10,928	10,679	249	677	667	10.4	40%	50%	Chute/Bowl-Gated
Free Fall	10,617	10,359	258	526	591	7.1	56%	64%	Expert Glade-Gated
Glissade	10,205	9,940	264	568	104	1.4	53%	60%	Expert
Whispering Jesse	10,901	9,900	1,001	3,390	191	14.9	31%	39%	Intermediate
Trestle	9,880	9,695	185	1,598	83	3.1	12%	38%	Intermediate
Timberline	11,725	9,918	1,807	6,721	204	31.4	28%	40%	Intermediate
Wineskin	11,837	9,972	1,865	6,875	162	25.5	28%	47%	Advanced Intermediate
Dallas Freeway	11,585	10,125	1,461	5,240	179	21.5	29%	42%	Intermediate
Micks' Gully	11,821	10,167	1,654	6,263	230	33.1	27%	42%	Intermediate
Powerline Glades	11,440	10,440	1,000	3,552	676	55.1	29%	43%	Intermediate Glade
Sneaky's	11,837	10,572	1,265	5,931	193	26.2	22%	29%	Low Intermediate
Sneaky's Glade	11,513	10,708	805	3,467	332	26.4	24%	31%	Intermediate Glade
Jack of Hearts	10,719	10,523	197	689	160	2.5	30%	30%	Intermediate
Powderhorn	10,565	8,253	2,312	9,081	146	30.4	27%	56%	Expert
Lower Banzai	9,820	8,895	926	3,865	217	19.2	25%	42%	Intermediate



Trail Area/Name	Top Elev. (ft)	Bot. Elev. (ft)	Vert. Rise (ft)	Slope Length (ft)	Avg. Width (ft)	Slope Area (acres)	Avg. Grade (%)	Max Grade (%)	Ability Level
Cabin	9,766	8,933	833	3,414	274	21.5	25%	45%	Intermediate
Coney Glade	10,096	9,748	348	1,288	466	13.8	28%	39%	Intermediate
Blue Grouse	9,667	8,855	812	3,650	299	25.0	23%	44%	Intermediate
Velvet Falls	9,614	8,857	757	3,348	225	17.3	23%	38%	Intermediate
Nor Way	9,201	9,073	127	756	63	1.1	17%	25%	Low Intermediate
Hal's Hollow	9,580	8,980	600	2,514	195	11.2	25%	40%	Intermediate
Scooper	9,507	9,008	499	2,333	214	11.5	22%	37%	Intermediate
Dawdler	9,638	8,714	924	6,685	194	29.7	14%	28%	Novice
Fanny Hill	8,899	8,462	437	3,175	251	18.3	14%	17%	Novice
Lunchline	10,117	9,428	689	4,784	144	15.9	15%	34%	Low Intermediate
Moonshine	10,191	9,416	775	3,436	205	16.2	23%	47%	Advanced Intermediate
Ute Chute	10,334	9,710	624	1,846	168	7.1	36%	45%	Advanced Intermediate
Fast Draw	10,435	10,036	399	1,103	120	3.0	39%	44%	Intermediate
Max Park	10,579	9,858	721	4,145	423	40.3	18%	43%	Intermediate
Sunnyside	10,609	9,943	666	2,600	122	7.3	27%	44%	Intermediate
Banzai Ridge	10,575	9,854	721	3,267	146	11.0	23%	32%	Low Intermediate
Monks Hood	9,895	9,544	351	2,002	84	3.8	18%	30%	Low Intermediate
Promenade	10,561	9,562	998	2,997	253	17.4	36%	46%	Advanced Intermediate
Zugspitze	10,552	9,420	1,133	3,694	181	15.4	32%	47%	Advanced Intermediate
Slot Upper	10,603	9,443	1,160	3,534	276	22.4	35%	45%	Advanced Intermediate
Slot Lower	9,437	8,228	1,209	5,390	285	35.2	23%	47%	Advanced Intermediate
Wildcat	10,484	9,124	1,360	4,959	145	16.5	29%	45%	Intermediate
Howler Upper	10,009	9,593	416	1,184	84	2.3	38%	47%	Advanced Intermediate
Howler Lower	9,488	9,450	38	367	52	0.4	10%	17%	Advanced Intermediate
Bearclaw	10,046	8,226	1,820	6,546	256	38.5	29%	51%	Advanced Intermediate
Campground	10,621	8,223	2,398	8,510	201	39.2	30%	53%	Advanced Intermediate
Split Tree	11,260	9,909	1,351	4,854	659	73.5	29%	58%	Hike-To
Rio	11,309	9,976	1,334	4,671	483	51.8	30%	51%	Hike-To
A-Line	11,281	9,105	2,176	10,736	302	74.4	21%	48%	Hike-To
Long Shot	11,325	8,121	3,204	16,529	282	107.1	20%	47%	Hike-To

Trail Area/Name	Top Elev. (ft)	Bot. Elev. (ft)	Vert. Rise (ft)	Slope Length (ft)	Avg. Width (ft)	Slope Area (acres)	Avg. Grade (%)	Max Grade (%)	Ability Level
Black Saturday Bowl	10,912	10,343	569	1,952	484	21.7	31%	66%	Chute/Bowl-Gated
Burns Cliffs	11,060	10,793	267	551	415	5.3	57%	83%	Chute/Glade-Gated
Buttermilk	10,953	10,484	469	1,484	490	16.7	34%	65%	Expert Glade-Gated
Cirque Cornice	12,219	11,836	383	1,422	570	18.6	28%	44%	Chute/Bowl-Gated
Coyote Hollow	11,716	10,850	866	3,461	497	39.5	26%	42%	Expert Glade-Gated
Coyote Knob	11,865	11,698	168	390	567	5.1	48%	54%	Chute/Bowl-Gated
East 1 & 2	11,765	11,299	466	1,515	461	16.0	33%	54%	Chute/Bowl-Gated
Glade 1	10,534	10,213	320	632	250	3.6	59%	65%	Expert Glade-Gated
Glade 2	10,482	10,197	285	569	190	2.5	58%	62%	Expert Glade-Gated
Glade 3	10,412	10,172	240	485	221	2.5	57%	61%	Expert Glade-Gated
Hanging Valley Headwall	11,888	11,520	368	1,088	217	5.4	37%	83%	Chute/Bowl-Gated
Hanging Valley Runout	10,273	10,094	179	1,213	308	8.6	15%	22%	Chute/Bowl-Gated
Little Headwall	12,027	11,863	164	543	564	7.0	32%	58%	Chute/Bowl-Gated
North Woods	10,914	10,619	295	975	999	22.4	32%	43%	Chute/Bowl-Gated
Old Man Basin	11,403	11,149	255	791	248	4.5	34%	50%	Chute/Bowl-Gated
Pitch in the Valley	11,129	10,806	323	1,012	317	7.4	34%	56%	Expert Glade-Gated
Possible	11,591	11,503	88	339	65	0.5	28%	40%	Chute/Bowl-Gated
Possible Basin	11,460	11,096	364	745	374	6.4	57%	86%	Chute/Bowl-Gated
Ptarmigan Draw	12,089	11,772	317	1,292	299	8.9	25%	33%	Chute/Bowl-Gated
Rayburn's Chute and Bowl	11,040	10,835	206	598	312	4.3	37%	45%	Chute/Bowl-Gated
Strawberry Patch	10,944	10,567	377	701	157	2.5	64%	75%	Chute/Bowl-Gated
Sun Kiss Glades	11,276	10,910	366	916	373	7.9	44%	66%	Chute/Glade-Gated
Sunspot	10,731	10,453	278	906	501	10.4	32%	41%	Chute/Glade-Gated
Union	10,756	10,295	461	1,211	324	9.0	42%	68%	Bowl/Glade-Gated
Valley Valley	11,173	10,801	372	910	284	5.9	45%	58%	Chute/Bowl-Gated
Wall 1	11,166	10,307	859	2,282	314	16.4	41%	83%	Chute/Bowl-Gated
Wall 2	11,058	10,649	409	736	132	2.2	67%	73%	Chute/Bowl-Gated
Waters	10,555	10,155	400	1,201	278	7.7	36%	66%	Expert Glade-Gated
West 1&2	11,896	11,527	369	968	165	3.7	42%	73%	Chute/Bowl-Gated
High Alpine/Free Fall/ Sneaky's Glades						27.0			Intermediate Glade
TOTAL				418,749		2,634			



b. Intermediate/ Cruiser Terrain

Snowmass is well known for its intermediate-level cruising terrain, as there is a large quantity and good variety of this type of terrain.¹⁹ Significant amounts of this type of terrain are found off of the Elk Camp, Big Burn, top of the Village Express, and Alpine Springs lifts. These areas are well used and represent the majority of the intermediate terrain at Snowmass. Additionally intermediate-level terrain is found off the Two Creeks lift, but this tends to be underutilized due to the low angle of the lower portion of these trails.

c. Maintained Expert Trails

Most of the developed, maintained expert-level trails are found off of the Sam's Knob, Campground, and High Alpine lifts.

d. Terrain Distribution by Ability Level

This terrain distribution analysis considers the 1,490 acres within the developed terrain network at Snowmass

(note that Table IV-2 also includes 1,144 acres of chutes, bowls, glades, and hike-to terrain not included in the developed terrain network but discussed in the Undeveloped and Gladed Terrain section). The terrain distribution through the full range of ability levels is relatively close to the ideal breakdown for the regional destination skier/rider market. The terrain classification breakdown of existing developed terrain at the resort is set forth in the following table. The last column in this table represents what can be considered the skill level distribution in the relevant skier/rider market and provides a comparison with the actual skier/rider distribution at Snowmass.

Chart IV-1 illustrates a relatively close match between existing terrain distribution at Snowmass and the market demand for beginner-, novice-, and low intermediate-ability levels. The excess intermediate terrain in comparison to the national market average reflects Snowmass' reputation for having a significant amount of intermediate-level terrain. The deficiency of developed advanced- and expert-level terrain is offset by the large amount of undeveloped terrain available, as shown on Figure IV-1.

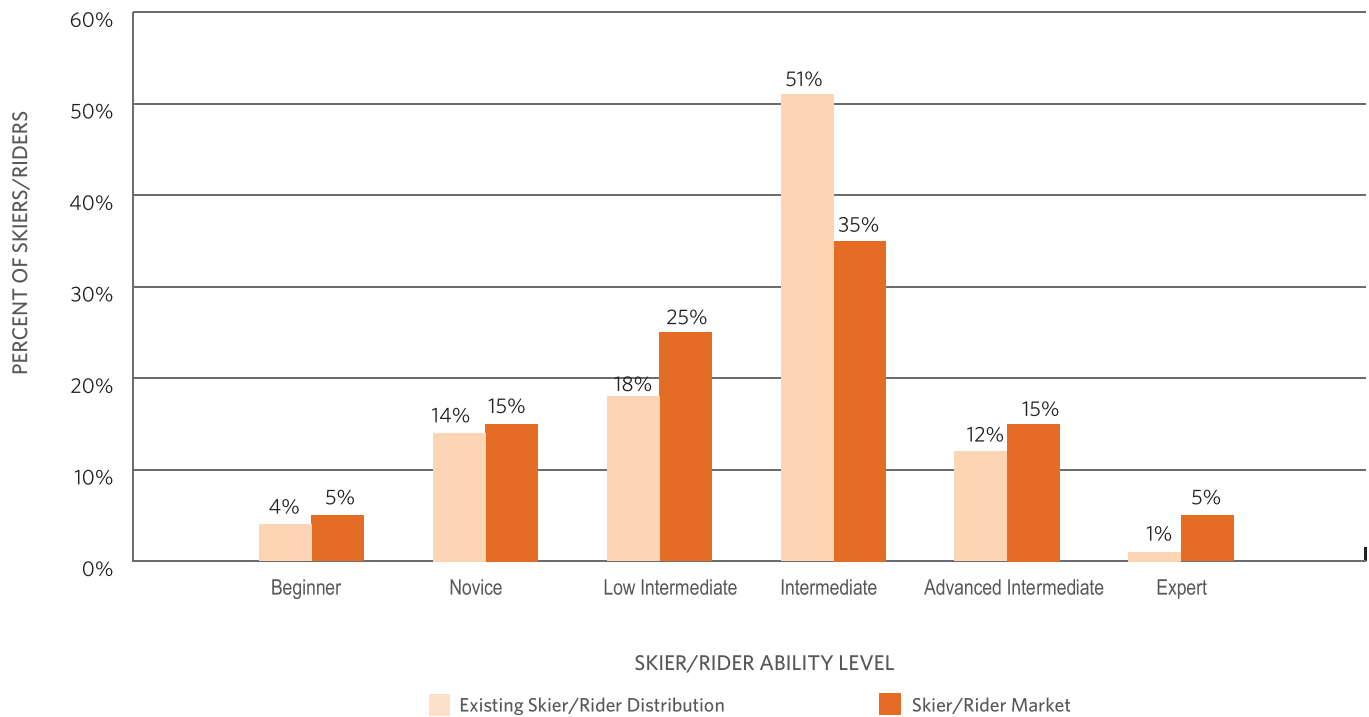
¹⁹ Cruiser terrain is described as relatively long ski trails with enough vertical drop that skiers/riders are able to continuously link varying radius turns with minimal interference from cross traffic or breaks in the fall-line. These trails are relatively wide with very good visibility and are groomed on a routine basis.

Table IV-3. Developed Terrain Distribution by Ability Level – Existing Conditions

Skier/Rider Ability Level	Trail Area (acres)	Skier/Rider Capacity (guests)	Actual Skier/Rider Distribution (%)	Relevant Skier/Rider Market (%)
Beginner	14	353	4%	5%
Novice	108	1,292	14%	15%
Low intermediate	220	1,763	18%	25%
Intermediate	806	4,839	51%	35%
Advanced	291	1,162	12%	15%
Expert	51	102	1%	5%
TOTAL	1,490	9,511	100%	100%

Source: SE Group

Chart IV-1. Developed and Undeveloped Terrain Distribution by Ability Level – Existing Conditions



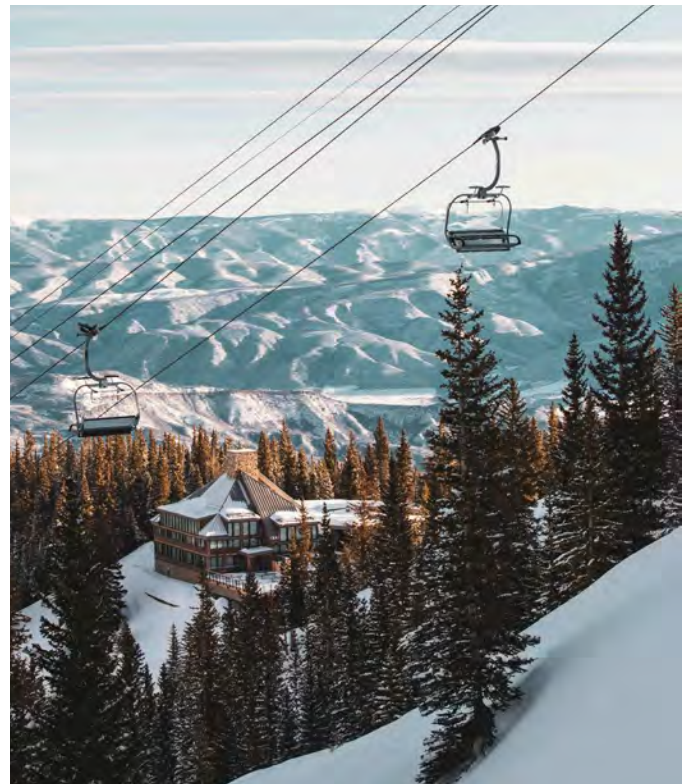
Source: SE Group

3. Undeveloped and Gladed Terrain

In addition to its core developed terrain, Snowmass contains a significant amount of maintained undeveloped terrain; the topography within the SUP area includes steeps, chutes, bowls, and glades intermingled within, and outside of, the developed and maintained terrain network. The undeveloped terrain at Snowmass falls into two categories: lift accessed undeveloped, but maintained, terrain; and densely-treed, less accessible areas.

a. Undeveloped, but Maintained, Terrain

This type of terrain accounts for 1,144 acres. These areas include controlled open bowls, glades, chutes, and hike-to terrain. Much of this terrain is “gated,” which allows Snowmass Ski Patrol to control access in the early season, periods of poor or undesirable snow conditions, avalanche closures, and in certain weather conditions. Each of the terrain pods at Snowmass include “gated” areas in addition to formalized trails. A significant area,





for instance, is served by the Cirque lift and exists above, but is part of, the Big Burn pod.

Most of the “gated” terrain (open bowls, chutes, and glades) are accessed off of the Cirque, Sheer Bliss, and High Alpine lifts. Accessing some of these areas either requires taking the *High Pass Traverse* from the top of Cirque lift, or a short walk. The Burnt Mountain area also offers intermediate gladed terrain that requires a hike from the Elk Camp lift.

As discussed previously, for the purposes of this analysis, the developed trail network does not include open bowls, glades, chutes, and hike-to terrain. Were this analysis to account for terrain outside of the developed trail network, it would have a misleading effect on all of the terrain distribution calculations discussed above. However, terrain outside of the developed network is very important to terrain variety and the overall quality of the guest experience.

Table IV-4 summarizes the maintained, undeveloped terrain at Snowmass. The following chart, meanwhile, shows the skill-level distribution of developed and undeveloped but maintained terrain, combined. Note that the chart shows a greater proportion of advanced and expert terrain than Table IV-3 due to the inclusion of undeveloped terrain.

Table IV-4. Undeveloped Terrain - Existing Conditions

Terrain Type	Trail Area (acres)
Chutes/Bowls (Gated)	325
Bowls/Glades (Gated)	147
Chutes/Glades (Gated)	35
Advanced/Expert Glades (Gated)	221
Intermediate Glades	109
Hike-to	309
TOTAL	1,144

Source: SE Group

b. Densely-treed and Less Accessible Areas

This consists primarily of the natural (non-thinned or maintained) forested areas between the defined skiing areas and ski runs, and also accounts for some of the less accessible open areas in the upper parts of the mountain. These areas are not regularly skied or snowboarded and represent a total of 708 acres of terrain.

4. **Terrain Parks**

Terrain parks are an important part of mountain resorts’ operations. They continue to be popular and are dependent on regional location of the resort, demographics of the resort’s target guests, and, significantly, the quality of the parks. A key component to a resort’s overall terrain park strategy is progression, which refers to increasing levels of difficulty in the parks.

To offer skiers and riders of all abilities the chance to improve their freestyle skills, Snowmass currently builds, operates, and maintains numerous terrain parks, with a good progression for first-time park users to experts. The parks are currently located off the Village Express and Coney Glade lifts. Current parks include:

- Lowdown Park – Located on *Lower Blue Grouse* along Village Express lift, this is the introductory park. It consists of beginner- and low intermediate-level features.
- Makaha Park – Also located on *Lower Blue Grouse* along Village Express lift. This is the next progression step up and consists of all low intermediate- and intermediate-level features.
- Snowmass Park – Located below the Coney Glade lift. This Park consists of advanced- and expert-level features and also includes the Snowmass Pipe.

Visitors generally access Snowmass Park from the top terminal of Coney Glade lift; however, existing topography makes it difficult for most users to reach the park. Grading would improve the access to the terrain park. Snowmass constantly evaluates optimum park locations and varies park elements and locations frequently. Snowmass will continue this practice as conditions warrant, in locations that are appropriate based on the evolving needs of park users..



5. Snow Tubing

Snow tubing is available daily in Elk Camp Meadows throughout the ski season. The existing tubing operation at Elk Camp includes three lanes served by the Bear Bottom conveyor lift, as discussed above. Both skiers and tubers ride the lift simultaneously, with the skiers going to the east side to ski the Level 3 teaching terrain found there and the tubers accessing the tubing lanes on the west side of the conveyor. The lanes are all approximately 500 feet long, including the run-out. Tubing is offered from 11:00 a.m. to 3:30 p.m. on most days, and 5:30 p.m. to 8:30 p.m. during Ullr Nights. Depending on weather conditions, each lane serves an average of 160 person-rides per hour, for a total of 480 person-rides per hour across the entire venue.

The existing snow tubing operation is limited by the location of the Bear Bottom conveyor lift and the length

of the snow tubing lanes. The existing configuration of the conveyor lift requires visitors to hike approximately 900-feet uphill from the top terminal of the Elk Camp gondola to access the tubing lanes. Once guests reach the tubing area, the 500-foot lanes make for short descents and a mediocre guest experience, which typically does not lead to repeated use. As a result, the snow tubing operation is underutilized and instead guests focus their time on the Breathtaker Alpine Coaster.

Ullr Nights takes place at Elk Camp each Friday night throughout the winter season. Activities include live music, s'mores, hot chocolate, and a la carte food offerings at Elk Camp Restaurant. Snow tubing and snow biking under the lights are also offered during Ullr Nights, and during holidays and other special events.

Tubing is offered as an amenity for existing guests, and it is estimated that around 80% of the tubers are also skiers. Very few guests come to Snowmass for the sole purpose of tubing.

D. EXISTING CAPACITY ANALYSIS

1. Comfortable Carrying Capacity

Determining the Comfortable Carrying Capacity (CCC) of a resort is an important first step in evaluating the overall guest experience. The CCC indicates the number of guests at which a resort's lift network can operate comfortably. A resort's CCC is computed by analyzing the resort's supply of, and demand for, vertical lift transport.

A detailed calculation of CCC was completed for this MDP, as shown in Table IV-5. In the 2015 Snowmass MDP, the existing CCC was calculated at 12,360 guests per day. The 2022 CCC of Snowmass was calculated at 12,500 guests per day.²⁰ The CCC has largely stayed the same with lift upgrades since 2015 improving the lift riding experience but not necessarily the overall lift network capacity.

²⁰ The CCC for the Bear Bottom conveyor lift accounts for both skiing and tubing. The Treehouse overflow conveyor is not included in the CCC calculation, as, due to the way it is utilized (intermittently and only for specific programming), it does not contribute to an increase in overall resort CCC.



Table IV-5. Comfortable Carrying Capacity – Existing Conditions

Lift Name, Lift Type	Slope Length (ft)	Vertical Rise (ft)	Actual Design Capacity (guests/ hr)	Oper. Hours (hrs)	Up-Mtn. Access Role (%)	Misload/ Lift Stop (%)	Adjusted Hourly Cap. (guests/ hr)	VTF/ Day (000)	Vertical Demand (ft/day)	CCC (guests)
Two Creeks/DC4	9,874	1,700	1,640	7.0	50	5	738	8,784	13,378	660
Assay Hill/C4	1,438	197	1,200	7.0	0	10	1,080	1,493	3,626	410
Elk Camp Gondola Full/G8	8,659	1,371	1,961	7.0	50	5	883	8,471	9,523	890
Elk Camp Gondola Upper/G8	7,499	1,277	654	7.0	20	5	490	4,381	10,117	430
Elk Camp/DC4	7,559	1,540	2,020	6.5	0	5	1,919	19,215	14,150	1,360
Meadows/C4	1,304	112	1,200	6.5	0	15	1,020	745	2,222	340
Meadows Sunkid/C	235	21	600	6.5	0	5	570	79	1,453	50
Bear Bottom Sunkid/C	440	50	600	6.5	0	5	570	185	3,356	60
Alpine Springs/ DC4	7,164	1,518	2,400	7.0	10	5	2,040	21,678	15,590	1,390
High Alpine/DC4	5,622	1,666	1,800	6.5	0	5	1,710	18,518	28,950	640
Cirque Lift/S	3,981	786	450	6.0	0	10	405	1,911	14,875	130
Sheer Bliss/DC4	9,283	2,207	2,000	7.0	10	5	1,700	26,262	21,337	1,230
Big Burn/DC6	7,639	1,982	2,200	7.0	0	5	2,090	28,997	19,211	1,510
Coney Glade/DC4	4,931	1,213	2,000	7.0	0	5	1,900	16,132	20,028	810
Village Express Full/DC6	10,041	2,154	1,876	7.0	40	10	938	14,141	15,319	920
Village Express Lower/DC6	6,234	1,200	924	7.0	0	10	832	6,987	9,354	750
SkyCab/G6	1,069	146	530	7.0	100	0	0	0	5,029	0
Burlingame Sunkid/C	116	7	600	7.0	0	5	570	28	752	40
Treehouse Sunkid/C	80	5	720	7.0	0	5	684	24	510	50
Scooper Lift/S	876	227	428	7.0	0	10	385	613	8,126	80
Sam's Knob/DC4	3,869	1,199	1,800	6.5	0	5	1,710	13,331	25,736	520
Campground/C2	4,730	1,435	664	6.0	0	10	598	5,146	22,381	230
TOTAL	102,645		28,267				22,831	197,121		12,500

Source: SE Group

Notes: SkyCab was included in the analysis but does not contribute to CCC due it is up mountain access role.

2. Density Analysis

An important aspect of resort design is the balancing of uphill lift capacity with downhill trail capacity. Trail densities are derived by comparing the uphill, at-one-time capacity of each individual lift pod (i.e., CCC) with the trail acreage associated with that lift pod.

At any one time, skiers and riders are dispersed throughout the resort, using guest facilities and milling areas, waiting in lift mazes, riding lifts, or descending on ski terrain. For the trail density analysis, 25% of each lift's CCC is presumed to be "inactive"—i.e., using guest service facilities or milling areas and otherwise not actively skiing or riding lifts.

The active skier/rider population can be found in lift lines, on lifts, or on trails. The number of people waiting in line at each lift is a function of the uphill hourly capacity of the lift and the assumed length of wait time at each lift. The number of people on each lift is the product of the number and capacity of uphill carriers.

The remainder of the skier/rider population (the CCC minus the number of guests using guest facilities, milling in areas near the resort portals, waiting in lift mazes, and actually riding lifts) is assumed to be descending.

Trail density is calculated for each lift pod by dividing the number of guests on the trails by the amount of trail area that is available within each lift pod. The trail density analysis compares the calculated trail density for each lift pod to the desired trail density for that pod (i.e., the product of the ideal trail density for each ability level and the lift's trail distribution by ability level).

Again, it is important to point out that the trail density analysis considers only the acreage associated with the developed trail network. Since Snowmass attracts a large number of advanced- and expert-level skiers, it is typical to see a large portion of the skiers at the resort utilizing the hike-to, backcountry, glades, and other types of undeveloped terrain. However, it is important for a resort to have enough developed terrain to accommodate





the full capacity of the resort, as there are many days that skiing the undeveloped terrain is undesirable due to snow levels or weather conditions. As a result, the density analysis presented here looks at the capacity of the developed terrain.

The density analysis for Snowmass is illustrated in Table IV-6. This table shows that the average trail density at Snowmass is 5 skiers-per-acre, a density that is on the low end of the target range.²¹ This situation is certainly desirable from the perspective of the recreational experience, as low skier/rider densities are a defining factor in the quality of the recreational experience.

The density figures included in Table IV-6 show that, for all of the individual lift/trail systems at Snowmass, the actual trail densities are at or below the target design criteria, meaning that trails are generally less crowded than at many resorts. As stated, the low densities are desirable from the standpoint of the quality of the skiing experience.

However, the low density numbers can also indicate underutilization of the existing terrain, meaning that there could comfortably be more skiers/riders on the terrain at any one time than there are at current visitation levels. This situation indicates that the amount of effort required to properly maintain the quantity of terrain could be disproportionately high when compared to the overall number of skiers/riders on the mountain, as discussed below.

3. Lift and Terrain Network Efficiency

Overall resort efficiency is becoming an increasingly important factor in the ski industry. This relates not only to energy and operational efficiency, but also to efficiency of the design and layout of the resort. The idea behind ski area design efficiency is to have a well-balanced lift and trail network (i.e., the uphill lift capacity balances with the downhill trail capacity that it serves) that is efficiently served by the fewest number of lifts possible, while maintaining desired CCC rates, circulation routes, and service to the full spectrum of skier ability levels and types.

a. Lift Network Efficiency

Within the context of ski area design efficiency, the term “Lift Network Efficiency” refers to the amount of effort and cost required to operate and maintain the lift network, as compared to the number of guests served by the lift network. The energy and costs related to the lifts include, but are not limited to: power use, operational labor, maintenance costs and labor, increased indirect administrative costs, and various direct and indirect costs associated with higher staff levels to perform these tasks. From this standpoint, the most efficient scenario is to have the fewest number of lifts possible that can comfortably and effectively serve the capacity and circulation requirements of the resort.

One way to analyze Lift Network Efficiency is to calculate the average CCC per lift at a given resort. While this calculation does not relate to the overall capacity of the resort, it can indicate if (1) the resort is not getting maximum utilization out of its lifts, or (2) if there are more lifts than necessary for the capacity levels of the resort. When calculating this average, conveyors used for teaching, as well as lifts that are used for access only, are not included. Optimally, and generally speaking, the average CCC per lift would likely be close to 1,000. Industry-wide, the average CCC per lift is approximately 650. The average CCC per lift at Snowmass is 738. This rating is well above average, almost at the ideal target number, indicating that Snowmass ranks very well in terms of overall lift network efficiency. There are few other resorts in the country that have an equivalent operational efficiency in their lift network.

b. Terrain Network Efficiency

An offshoot of the terrain density analysis is an analysis that provides an indication of the efficiency of the terrain network as compared to the lift network serving it. The term “Terrain Network Efficiency” refers to the amount of effort required to properly maintain the terrain (e.g., costs related to snowmaking, grooming, energy, ski patrol, summer trail maintenance, administration, etc.).

From this standpoint, the most efficient scenario is to have a quantity of terrain that closely meets the target density requirements. This can be easily achieved by reviewing the density analysis above, as a density index

²¹ Specific trails, particularly the egress trails towards the end of the day, can consistently have high densities.

Table IV-6. Density Analysis – Existing Conditions

Lift Name, Lift Type	CCC (guests)	Guest Dispersal				Density Analysis				Density Index (%)
		Support Fac./ Milling (guests)	Lift Lines (guests)	On Lift (guests)	On Terrain (guests)	Terrain Area (acres)	Terrain Density (guests/ ac)	Target Trail Den- sity (guests/ ac)	Diff. (+/-)	
Two Creeks/DC4	660	165	25	110	360	46.6	8	6	2	133%
Assay Hill/C4	410	103	54	86	167	20.9	8	12	-4	67%
Elk Camp Gondola Full/ DG8	890	223	44	169	454	69.5	7	9	-2	78%
Elk Camp Gondola Upper/ DG8	430	108	25	245	52	18.9	3	9	-6	33%
Elk Camp/DC4	1,360	340	160	220	640	194.9	3	7	-4	43%
Meadows/C4	340	85	51	74	130	12.7	10	25	-15	40%
Meadows Sunkid/C	50	15	10	14	11	0.7	16	25	-9	64%
Bear Bottom Sunkid/C	60	15	10	26	9	0.7	13	25	-12	52%
Alpine Springs/ DC4	1,390	348	102	221	719	208.3	3	6	-3	50%
High Alpine/DC4	640	160	29	160	291	106.1	3	4	-1	75%
Cirque Lift/P	130	33	20	38	39	35.8	1	8	-7	13%
Sheer Bliss/DC4	1,230	308	85	239	598	139.9	4	5	-1	80%
Big Burn/DC6	1,510	378	105	242	785	172.5	5	6	-1	83%
Coney Glade/ DC4	810	203	95	156	356	47.6	7	6	1	117%
Village Express Full/DC6	920	230	78	149	463	136.2	3	7	-4	43%
Village Express Lower/DC6	750	188	28	82	452	79.0	6	9	-3	67%
Burlingame Sunkid/C	40	10	10	7	13	0.9	14	12	2	117%
Treehouse Sunkid/C	50	13	11	11	15	1.8	8	12	-4	83%
Scooper Lift/P	80	20	6	16	38	5.7	7	6	1	117%
Sam's Knob/DC4	520	130	86	110	194	63.2	3	5	-2	66%
Campground/C2	230	58	10	86	76	124.2	1	4	-3	25%
TOTAL	12,500	3,133	1,044	2,461	5,862	1,490	5	7	-3	66%

Source: SE Group



of 100% would imply that the resort had exactly the right amount of terrain to match target densities. Snowmass has an index of 66%, meaning that densities are 66% that of target densities. This reflects a policy by ASC to intentionally maintain lower trail densities than industry standards to ensure the higher quality experience expected by its destination guests. Because it maintains a lower terrain density than most resorts, Snowmass likely has somewhat higher operating costs associated with ski terrain maintenance per skier than other resorts, but this is a tradeoff that ASC makes to ensure a higher quality ski experience.

E. EXISTING GUEST SERVICES FACILITIES, FOOD SERVICE SEATING AND SPACE USE ANALYSIS

1. Guest Services

Guest service facilities constitute an essential component of the recreation experience at ski areas. These areas provide visitors with shelter from the elements, bathrooms, food and beverages; the capacity of these facilities is important in understanding whether the needs of visitors are being met. Existing guest service facilities are identified on Figure IV-1 and Table IV-7.

a. Base Area Guest Services

Guest services are found in the Snowmass base area—in the Snowmass Village Mall, Snowmass Base Village, Two Creeks, the Treehouse Kids' Adventure Center, and various other facilities. A significant portion of the guest service facilities (particularly the food and beverage facilities) in the Snowmass Base Village & the Snowmass Village Mall are not owned or operated by ASC.

b. On-Mountain Guest Services

On-mountain skier services are extensive at Snowmass. There are nine on-mountain restaurants, as well as ski rental/repair, ski school and ski patrol facilities across the mountain. Unique to Snowmass is the Wapiti Wildlife Center at the top of Elk Camp lift. This cabin, operated by the Aspen Center for Environmental Studies (ACES), has a staff of on-site naturalists who run daily ski-tours and are available to answer guest questions about Aspen's natural history and present.

2. Space Use Analysis

Sufficient existing guest service space should be provided to accommodate the existing resort CCC of 12,500 guests per day. A logical distribution of the CCC to each facility location is utilized to determine guest service capacities and space requirements at base area and on-mountain facilities. The CCC is distributed between each guest service facility location according to the number of guests that would be utilizing the lifts and terrain associated with each facility. Since the on-mountain guest services are extensive, and returning to the base area for lunch is not necessary, the majority of skiers remain on the mountain when they require guest services.

In addition to distributing the CCC amongst the base area and on-mountain facilities, guest service capacity needs, and the resulting spatial recommendations are determined through a process of reviewing and analyzing the current operations to determine specific guest service requirements that are unique to the resort.

Based upon a CCC of 12,500 skiers, Table IV-7 compares the current total space use allocations of the guest service functions to industry norms for a resort of similar market orientation and regional context as Snowmass. Square footages contained in this chart are calculated to illustrate how Snowmass compares to industry averages and should not be considered absolute requirements.

Service functions that were considered in the total square footage recommendations include the following:

- **Restaurant Seating:** All areas designated for food service seating, including restaurants, cafeterias, and brown bag areas. Major circulation aisles through seating areas are designated as circulation/waste, not seating space.
- **Kitchen/Scramble:** Includes all food preparation, food service, and food storage space.
- **Bar/Lounge:** All serving and seating areas, often designated as restricted use, for the serving and consumption of alcoholic beverages. Since used for food service, seats are included in seat counts.
- **Restrooms:** All space associated with restroom facilities (separate women, men, and employees).

- **Guest Services:** Services including resort information desks, kiosks, and lost and found.
- **Adult Ski School:** Includes ski school booking area and any indoor staging areas. Storage directly associated with ski school is included in this total.
- **Kid's Ski School:** Includes all daycare/nursery facilities, including booking areas and lunch rooms associated with ski school functions. Storage and employee lockers directly associated with ski school are included.
- **Rentals/Repair:** All rental shop, repair services, and associated storage areas. The assumed target number of units in the rental fleet is 40% of CCC.
- **Retail Sales:** All retail shops and associated storage areas.
- **Ticket Sales:** All ticketing and season pass sales areas, and associated office space.
- **Public Lockers:** All public locker rooms. Any public lockers located along the walls of circulation space are included, as well as the 2 feet directly in front of the locker doors. Includes seasonal and daily lockers.
- **Ski Patrol/First Aid:** All first aid facilities, including clinic space. Storage and employee lockers directly associated with ski patrol are included in this total.
- **Administration/Employee Lockers & Lounge/Storage:** All administration/ employee/storage space not included in any of the above functions.

A recommended amount of space for each function was calculated for each location, then totaled and compared to the total existing space for that location.

As shown in Table IV-7, total Snowmass guest use space falls within the recommended range.

The Elk Camp Restaurant has the greatest existing deficiency of guest service space. This is reflected in the fact that this facility is the main on-mountain hub,

Table IV-7. Industry Average Space Use – Existing Conditions

Service Function	Existing Total (sq. ft.)	Recommended Range (sq. ft.)	
		Recommended Low Range	Recommended High Range
Base Village / Snowmass Village Mall	106,666	75,320	97,220
Two Creeks Café	10,379	5,800	7,384
Elk Camp Restaurant	15,523	26,250	33,390
Sam's Restaurant	8,821	5,490	6,990
Ullrhof Restaurant	14,000	14,540	18,490
High Alpine Restaurant	28,000	31,800	40,440
Spider Sabich Picnic Area	6,348	1,930	2,450
Lynn Britt Cabin	1,770	1,960	2,490
Lizard Lodge	1,440	2,910	3,690
Up 4 Pizza	1,390	6,440	8,170
TOTAL RESORT	194,337	172,370	220,624

Source: SE Group

Notes: Alpin Room – Is a separate sit-down restaurant located within the footprint of the High Alpine Restaurant listed above. The Tent – Is a separate Ski School Only restaurant located within the footprint of the Elk Camp Restaurant listed above.



the primary ski school hub, the top of the gondola and easily accessible for non-skiers, and the farthest east up-mountain facility. Up4Pizza is another restaurant showing large deficiencies in space. Two Creeks shows a surplus in space; however, this facility has a multi-purpose function.

3. Food Service Seating

Food service seating at Snowmass is provided in the Snowmass Base Village, the Snowmass Village Mall and in nine separate locations on the mountain.

A key factor in evaluating restaurant capacity is the turnover rate of the seats. A turnover rate of 2 to 5 times throughout the day is the standard range utilized in determining restaurant capacity. Sit-down dining at resorts typically results in a lower turnover rate, while “fast food” cafeteria-style dining is characterized by a higher turnover rate. Grab-and-go services can have a turnover rate as high as 7 times throughout the day. Furthermore, weather has an influence on turnover rates at resorts, as on snowy days guests will spend more time indoors than on sunny days. Based on observed operating characteristics at Snowmass, an average

turnover rate of 3.8 was used for the various facilities in this MDP, as shown Table IV-8.

As shown in the following table, the Elk Camp and Sam’s restaurants have a deficiency of seats. Also note Elk Camp and High Alpine restaurants are highly utilized guest service seating locations accounting for 60 percent of all on-mountain indoor seating at Snowmass.

The surplus of seats in the Base Village are a result of the various restaurants that are associated with hospitality functions or non-ski related village visitation. The surplus of seating at Spider Sabich Picnic Area (all outdoor seats) reflects its dual-function for staging large events.

On foul weather days, when eating outdoors is impractical, indoor seating at Snowmass can accommodate 10,100 skiers. On those days, either visitation is generally lower than the CCC, or many skiers are enjoying a powder day and not inclined to eat lunch in a restaurant or eat later in the day.

Table IV-8. Recommended Restaurant Seating - Existing Conditions

	Base Village	Two Creeks Café	Elk Camp Rest.	Sam's Rest.	Ullrhof Rest.	High Alpine Rest.	Spider Sabich Picnic Area	Lynn Britt Cabin	Lizard Lodge	Up 4 Pizza	Total Resort
Lunchtime Capacity (CCC + other guests)	4,230	495	2,236	801	1,238	2,708	165	167	247	548	12,834
Average Seat Turnover	3.5	6.0	4.0	2.0	3.0	3.5	4.0	2.0	2.5	7.0	3.8
Existing Indoor Seats	1,084	81	395	180	259	678	0	65	80	60	2,882
Existing Outdoor Seats	640	56	150	50	250	150	250	50	50	40	1,686
Existing Total Seats	1,724	137	545	230	509	828	250	115	130	100	4,568
Required Seats	1,208	83	559	401	413	774	41	84	99	78	3,738
Difference	516	55	-14	-171	96	54	209	32	31	22	830
Existing seating capacity (existing seats x turnover)	6,034	822	2,180	460	1,527	2,898	1,000	230	325	700	16,176

Source: SE Group

CCC + other guests is accounting for the non-skiing guests who come to Snowmass with larger groups or families that use the guest service facilities just as the skiing guest does. Other guests are being calculated at 3% of CCC.

F. EXISTING PARKING CAPACITY

Parking for Snowmass guests is available across multiple lots as detailed in Table IV-9.

Vehicle occupancy was assumed to be 2.5 people per car for an average car occupancy at Snowmass, which aligns with national averages of 2.3 to 2.8 people per car and historic counts.

Using this average vehicle occupancy, there is a parking capacity for 10,403 guests, not including the RFTA Intercept P&R Lot. This represents 83% of the existing CCC. When including the RFTA Intercept P&R Lot, Snowmass has parking capacity for 14,903 guests, representing 119% of existing CCC.

Guests can also arrive by shuttles and buses. The Roaring Fork Transportation Authority (RFTA) provides a free skier shuttle bus to all four ASC ski mountains, a

service that is subsidized by ASC. RFTA also stops at several Park and Ride locations, providing free satellite parking—most notably at the Brush Creek Intercept Lot (listed below). The City of Aspen offers a free shuttle service from TOSV, and TOSV provides a free transit service within the community.

The combination of parking capacity and transit options provides sufficient access capacity to Snowmass.

G. EXISTING RESORT OPERATIONS

1. Ski Patrol/First Aid

Snowmass has Ski Patrol facilities located in the base area, as well as duty stations at the top of the Elk Camp, High Alpine, Big Burn, and Sam's Knob lifts. From these facilities, ski patrol has access to all points of the developed trail network. The main first aid clinic is located in the Snowmass Base Village.

Table IV-9. Parking Capacity – Existing Conditions

Parking Area	Spaces	Year Built
Base Village Parking Structure	626	2007
TOSV Numbered Lots	1,000	1967-1975
Two Creeks Lot	400	1997
Town Park Lot	325	1975-2007
Rodeo Lot	100	1975-2007
Black Saddle Lot	150	2004
ASC Maintenance Facility	30	2001
Divide Lot	30	1997-2004
Parking associated w/1,000+ lodging units not associated w/numbered lots (approx. 1.5/unit)	1,500	1967-2021
RFTA Intercept P&R lot	1,800	2000
TOTAL	5,961	

Source: Snowmass



2. Snowmaking Coverage

a. Snowmaking System

The snowmaking system at Snowmass covers approximately 329 acres of terrain, as shown on Figure IV-2. On several runs (e.g., *Funnel* and *Max Park*) snowmaking coverage does not extend from edge to edge. Typically starting in the beginning of November and operating through the end of December, the system has a capacity of 4,200 gallons per minute (gpm) of water.

The following table summarizes the snowmaking system's statistics, averaged over the past five years of operation

Table IV-10. Snowmaking Operations – Existing Conditions

	Six-Year Average (2015 to 2021)
Total operational hours	550-650
Water consumption (Gallons)	99,270,000
Power consumption (KWH)	1,796,000
Total acre feet produced	377
Acre feet produced for terrain park features	60-90

b. Water Supply

Snowmass primarily obtains its snowmaking water supply from the 215-acre foot Ziegler Reservoir, owned and operated by the Snowmass Water and Sanitation District (SWSD). Ziegler Reservoir is an integral part of the SWSD's water supply system which includes numerous water rights. Among these, the Snowmass Creek Pipeline is decreed for an amount of 6 cfs for snowmaking uses from November 1 to December 31 (Water Court Case Nos. 92CW0307, 02CW0024, and 09CW0038). A flow rate of 6 cfs over the 60-day snowmaking withdrawal term equates to a total water volume of 232,674,078 gallons, or 714 acre-feet.

Machine-made snow has a typical density of 0.55 (i.e., it takes 0.55 acre-ft of water to make one foot of snow over one acre). Snowmass snowmaking operations cover

329 acres of terrain with an average coverage depth of about 18 inches, which equates to a total volume of 269 acre-feet of water. Additionally, snow production for the terrain parks requires, on average, about 41 acre-feet of water, for a total average annual volume of 310 acre-feet of water, or 101 million gallons of water per year, which closely matches its historical annual water consumption of just over 99 million gallons. Accordingly, Snowmass snowmaking operations is currently consuming just over 40% of its decreed water right, with an average consumption rate of less than 2.6 cfs over the 60-day term of its water withdrawal.

The Snowmass snowmaking system includes three on-mountain storage ponds: Sheer Bliss, Trout Hook, and Burlingame. These ponds start the snowmaking season at full capacity as a result of seasonal run-off and/or available streamflow. As a key part of the overall snowmaking infrastructure, these ponds are drained and filled several times during the course of the snowmaking season as necessary with system water from Ziegler Reservoir. Typically, refilling of the on-mountain storage ponds takes place during periods of warm temperatures when pumped water cannot be processed into snow.

Sheer Bliss and Trout Hook ponds are located on the east side of the mountain and provide water for snowmaking coverage on ski trails to the east, while Burlingame pond and Ziegler Reservoir are located on the west side of the mountain and provide water for snowmaking coverage on ski trails to the west. Additional water storage on the east side of the mountain is desirable as it would provide capacity and flexibility to make better use of the existing snowmaking system once Sheer Bliss and Trout Hook ponds are drained at the start of the snowmaking season.

Records maintained by the Snowmass snowmaking personnel indicate that during the snowmaking season (November 1st through December 31st), there are approximately 800 hours when temperatures are sufficient for snowmaking. On average, the Snowmass snowmaking crew complete their snowmaking operations in approximately 515 hours, or 65% of the total time typically available.

Man-made snow is currently applied on approximately 329 acres of ski trails. Thus, the average ratio of pumped water to acreage of ski trails with snowmaking is 0.93

acre feet/acre. A portion of the volume of water pumped during snowmaking operations is subject to losses due to evaporation, sublimation, and evapotranspiration (watershed losses). Mostly, these losses depend upon air temperatures during the snowmaking process, the volume of water pumped, and the type of year (dry, average, or wet). Calculations conducted for the study watersheds show that snowmaking water losses during average year conditions total approximately 26%.

3. Grooming

Snowmass grooms approximately 500 to 700 acres of terrain per night, including all of the beginner and novice terrain, at least two intermediate trails per lift, along with

some selected upper ability-level areas. As is typical with most ski areas, terrain is groomed in an eight-hour shift and a ten-hour shift, with approximately 5 to 9 acres groomed per vehicle, per hour.

Snowmass operates eight groomer cats, two winch cats, two terrain park specific cats, and one small cat for the tubing area and narrow traverses.

4. Maintenance Facilities

Table IV-11 details the uses and sizes of the various maintenance facilities at Snowmass.

Table IV-11. Maintenance Facilities – Existing Conditions

Building/ Location	Year Built	Total Square Footage	Number of Maintenance Bays	Attributes*	General Condition
Control-Compressor Building/Mid-Mountain	1997	6,278	1	EL, RR, M, S, WS	Very Good
Primary Pumphouse	1997	1,440	1	M	Very Good
Alpine Springs Pumphouse	2008	912	1	M	Very Good
Elk Camp VMF	2001	11,850	10	A, EL, RR, M, S, WS	Very Good
Divide VMF	2002	14,810	2	A, EL, RR, M, S, WS, LO (includes shipping/receiving, restaurant food storage/ transfer, dumpsters, 6 employee housing units on 2nd floor)	Very Good
Elk Camp Lift Maintenance	2006	2,390	1	RR, M, S, LO	Very Good
Sam's Knob Shop Area	1980/2021	4,280	2	RR, M, S, ES, LO, RR	Very Good / Fair
Alpine Springs VMF	1978	2,000	1	Fuel Storage, M, S	Fair

*KEY:

A = administration; EL = employee lockers/lounge; RR = restrooms, M = mechanical, S = storage (parts and supplies), WS = welding shop, CS = carpentry shop, ES = electrical shop, PS = plumbing shop, LO = lift operations maintenance, VMF = vehicle maintenance facility.



5. Power and Other Utilities

All electric power is supplied by Holy Cross Energy, which maintains and upgrades transmission lines and transformers as necessary. Grid maps can be found at holycross.com. In addition to main transmission lines, there is a network of secondary lines (owned by ASC) that branch off from the Holy Cross transformer locations to connect to various on-mountain facilities.

Natural gas is provided by Source Gas, with underground gas lines servicing the following on-mountain facilities: Elk Camp Restaurant, Elk Camp vehicle maintenance facility, Sam's Restaurant, Ullrhof Restaurant, Spider Sabich Race Arena, Lynn Britt Cabin, and Lizard Lodge. There is currently no natural gas service at the High Alpine & Up 4 Pizza Restaurants.

Underground communication and fiber optic (i.e., telephone) lines connect to all on-mountain facilities, lift terminals, and emergency phones. The system consists of main trunk lines extending up both the east and west sides of the mountain, with branch lines to existing

facilities. Overhead communication lines exist along lift lines, located on lift towers. Some of these include fiber optic cables for high-speed data communication.

Radio communication systems allow for communication between on-mountain personnel. Various antennae and repeaters exist on the roofs of certain patrol buildings, restaurants, and lift terminals to support radio communication across the mountain. Free standing towers, antennae and repeaters also exist around the mountain.

6. Culinary Water and Sewer

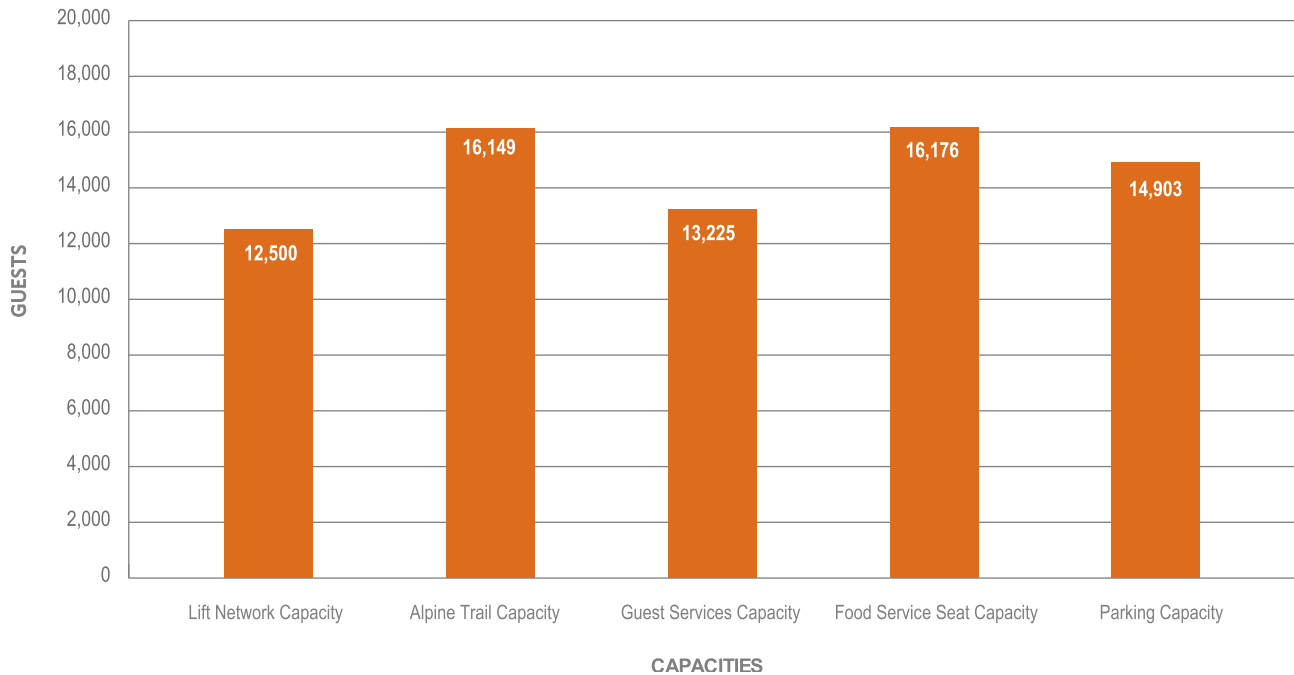
Table IV-12 details the uses and sizes of the domestic water system at Snowmass.

With the exception of Up 4 Pizza (which uses a composting toilet system), Snowmass on-mountain facilities are tied into the municipal Snowmass Water and Sanitation District sewer system, which has the ability to provide for current and projected needs.

Table IV-12. Domestic Water System – Existing Facilities

Building/Location	Public or Private System	Source of Water	Capacity of Source (gpm)	Type of Storage	Storage Capacity (gallons)	Annual Consumption (gallons)	Adequacy of Water Supply
Garret Gulch Pump Station (serves Sam's, Ullrhof, CB)	Private	Surface -West Fork Brush Creek	100gpm +	Above ground concrete	60,000	1,300,000	Adequate
Sandy Park Diversion (serves EC Restaurant and VMF)	Private	Surface - East Fork Brush Creek	50gpm +	Below ground steel	10,000	1,000,000	Adequate
Sheer Bliss Diversion (serves High Alpine)	Private	Surface -West Fork Brush Creek	100gpm +	Below ground steel	10,000	1,000,000	Adequate
Lizard Lodge, Sabich, Lynn Britt	Public	Snowmass Water and Sanitation District	100+ gpm	NA	NA	300,000	More than adequate
Up 4 Pizza	Private	Hauled by Snowcat	NA	Below ground concrete	2,000	40,000	Barely adequate

Chart IV-2. Resort Balance – Existing Conditions



Source: SE Group

H. RESORT CAPACITY BALANCE AND LIMITING FACTORS

The overall balance of the existing resort is evaluated by calculating the capacities of the resort's various facilities and comparing those facilities to the resort's CCC. The above discussed capacities are shown in Chart IV-2.

Chart IV-2 indicates that Snowmass' facility capacities are well-balanced. The surplus of terrain network capacity is reflected in low skier densities at Snowmass, does not present a particular issue, and is certainly not negative from guests' standpoint. The food service seat capacity includes outdoor seats, and if only indoor seats are counted the capacity drops to 10,100 skiers. However, on bad weather days visitation is generally lower than the CCC, and/or skiers are enjoying the powder and less inclined to eat at a restaurant over the lunch period. When including the RFTA Intercept Lot (1,800 parking spaces) in the 14,903 guests parking capacity plus other transit and bus service capacity, there is sufficient capacity to access the resort during peak days when visitation is higher than the CCC.

I. SUMMER OPERATIONS

1. Summary of the Existing Summer and Multi-Season Guest Experience

The existing summer guest experience at Snowmass is characterized by more developed recreational opportunities on TOSV lands, and dispersed opportunities on NFS lands. On NFS lands, mountain biking is one of the most popular activities with guests. The combination of classic cross-country biking trails, such as the Government Trail, and newly developed gravity and "flow" trails make Snowmass very popular with various groups of mountain bikers. Families tend to participate in activities with lower risk, such as scenic chairlift rides and hiking.

In general, there is a lack of adventurous, exploratory activities on NFS lands that do not require a significant learning curve, or a high level of skill, in order to participate. Developing these types of opportunities will encourage guests, and youth in particular, to learn about the natural world that exists around them within the National Forest.



Summer visitation at Snowmass is generated by the activities and events that exist not only in Snowmass, but also in Aspen and the Roaring Fork Valley as a whole. The recreational activities offered on NFS lands at Snowmass may attract locals and those already visiting the area, but generally do not generate visits in-and-of themselves. In other words, few visitors are coming to Snowmass solely for the recreational activities offered on NFS lands.

Existing summer activities are shown on Figure IV-3 and existing summer zones on Figure IV-4.

2. Existing Summer and Multi-Season Facilities

a. Snowmass Village (Private Lands)

TOSV offers a variety of recreational opportunities for guests, including hot air ballooning, road biking, mountain biking, hiking, rafting, bowling, rodeo, fly fishing, a recreation center, yoga, golf, tennis, and paragliding, among others. There are also events scheduled throughout the summer, including the Snowmass Balloon Festival, Snowmass Wine Festival, Thursday Night Concerts, and Jazz Aspen-Snowmass Labor Day Experience. The TOSV Tourism Department is responsible for marketing events within the town, but also markets events occurring on NFS lands and in surrounding areas.

b. Elk Camp

Elk Camp is the on-mountain hub of existing summer and multi-season activity on NFS lands at Snowmass. A majority of guests accessing Elk Camp ride the Elk Camp gondola, though an increasing number are arriving via mountain biking or hiking trails. The Elk Camp Restaurant is open daily in the summer and offers a variety of food options for guests. As previously stated, there is currently a deficiency in restaurant seating/guest use space at the Elk Camp Restaurant, resulting in a crowded experience during the summer and winter.

The Elk Camp area offers a variety of adventure based, exploratory activities such as the Lost Forest Treeline Trial Challenge Course, the Rugged Ascent Climbing Wall, the Breathtaker Alpine Coaster, Fishing at Trout Hook Pond, and the Lost Forest Canopy Run Zipline Tour. These activities allow new visitors of the National



Forest to experience the outdoors in a controlled setting that does not require a significant learning curve, or a high level of skill. The Lost Forest Treeline Trial Challenge Course has become one of the more popular summer activities at Snowmass; however, ASC has identified a demand for additional beginner and intermediate courses as well as a children's course. Developing these types of opportunities will encourage guests, and youth in particular, to learn about the natural world that exists around them within the National Forest.

Snowmass currently offers a program called "Farm to Table Tuesdays" on select Tuesday evenings in June, July, August and September, at Elk Camp. This event offers special activities in addition to what is usually offered, including dinner, campfire, live music, line dancing, movies, and activities for children. This event is popular with both summer guests of Snowmass and surrounding resorts.

Outdoor live music is restricted to small-scale acts (fewer than 500 people) and usually occurs in conjunction with a special event. In the summer, live music moves inside the Elk Camp Restaurant or concludes by 9:00 p.m.

The kid's play spaces provide a safe environment for children's play and include sand pits, small ladders, climbing apparatus, and other equipment.

3. Lifts

Snowmass operates both the Elk Camp gondola and lift from June through September. The Elk Camp gondola accesses the facilities at Elk Camp, disc golf course #1, the Rabbit Run Nature Walk (led by the Aspen Center for Environmental Studies [ACES]), several hiking and mountain biking trails, and the Elk Camp Restaurant. The top of the Elk Camp gondola is located at 9,805 feet. Guests can also ride the Elk Camp lift to 11,325 feet, where they can access additional hiking and mountain biking trails, and are treated to views of the Roaring Fork Valley, Maroon Bells, and surrounding 14,000-foot peaks. Both the gondola and the chairlift are open as weather allows.

Generally speaking, mountain resorts with a restaurant, or other recreational amenities at the top of a scenic lift, typically experience higher summer and shoulder season utilization than resorts without specific activities. The quality of scenery also plays a large role in determining

the overall success of the program. The scenery from the top of the Elk Camp lift in particular is some of the best in the state. Additional activities could encourage further exploration and enjoyment of the WRNF.

4. Mountain Biking

Mountain biking has become one of the most popular activities at Snowmass over the past two decades. There are numerous mountain biking trails spread across the SUP area, including NFS trails and those built by Snowmass trail crews. In total, there are more than 50 miles of trails and service roads open to mountain biking that are either wholly, or partially, on NFS lands within the Snowmass SUP area. Guests can purchase daily or season passes for bike haul on the Elk Camp gondola and lift, or they can access upper-mountain trails from the base areas.

Snowmass strives to cater to three types of mountain biking experience—traditional cross-country (XC), downhill, and all-mountain/enduro. Each of these categories has its own unique equipment and desired experience, and thus its own trail design needs.





Traditional XC riders generally utilize lighter equipment with smaller suspension systems, and typically climb uphill under their own power (i.e., they typically do not use lift service). The existing trail network at Snowmass serves this market well. The “Blast the Mass” XC course utilizes the Village Bound, Cross Mountain, Government, and Tom Blake trails to create a demanding loop. Trails within the Snowmass SUP area also connect to other area trails (e.g., Rim Trail, Sky Mountain Park) to create longer ride opportunities.

Downhill and all-mountain/enduro riders both fall into the category of gravity riders. Bikes designed for downhill use typically include longer-travel suspension designed to descend steep, rough terrain without the need to ascend for long periods. Downhill riders often wear protective equipment, such as full-face helmets, long-sleeves, and body armor. Generally, downhill riders utilize lifts or shuttles to transport them uphill. They seek

opportunities to test their abilities on terrain features such as jumps, drops, wall rides, and rock gardens.

A growing category of riders are considered all-mountain/enduro riders. This category blends XC and downhill, with a focus on more downhill riding. They utilize lifts, but are not averse to ascending trails.

The majority of mountain biking trails within the Snowmass SUP area are designed for XC use. About 27 miles of trails (not including service roads) are dedicated to lift-served gravity riders, as compared to 34 miles of XC trails. As these categories continue to grow, additional trail development will be necessary to provide the level of variety sought by these riders. Feedback from mountain biking guests indicate the need for additional gravity terrain that is suitable for all ability levels.

Snowmass offers a diverse trail network suitable for most ability levels. In recent years, Snowmass has constructed trails for all ability levels, including a beginner skills park and flow trail, intermediate cross-country and flow



trails, advanced downhill, freeride trails and specifically constructed special event downhill trails. While some of the trails are open only to mountain bikes, a majority are multi-use trails also open to hikers and equestrian use. Additional mountain biking trails, including the Rim Trail, exist outside the Snowmass SUP area.

As shown in Table IV-13, there is a notable lack of beginner ability-level mountain biking terrain. There is also a deficiency in gravity trails for all ability levels. As the mountain biking trails system is expanded, Snowmass plans to provide a distribution of trails to meet the needs and expectations of guests of all ability levels.

Table IV-13. Mountain Bike Trails by Ability Level - Existing Conditions

Trail Name	Ability Level	Type	Length (miles)	Trail Name	Ability Level	Type	Length (miles)
Animal Cracker	Most Difficult	Gravity	1.5	Meadows 3	Easier	XC	0.3
Battle Axe	Most Difficult	Gravity	1.0	Papa Smurf	More Difficult	Gravity	0.3
Beginner Loop	Easier	XC	0.6	Parker's Plunge*	Most Difficult	XC	0.9
Burlingame	More Difficult	XC	0.6	Powerline	More Difficult	XC	0.7
Connector	More Difficult	XC	1.2	Sequel	More Difficult	XC	1.0
Cowboy Coffee	Most Difficult	Gravity	2.0	Snowmass Way*	More Difficult	XC	2.1
Cross Mountain	More Difficult	XC	2.9	Squeezy	Easier	Gravity	0.5
Ditch	More Difficult	XC	2.1	Stark's	More Difficult	XC	1.1
Dust Bunny	More Difficult	Gravity	0.9	Tom Blake	More Difficult	XC	2.0
Espresso	More Difficult	XC	1.7	Tom Blake Ridge	More Difficult	XC	1.7
EZ -PZ	Easier	Gravity	0.5	Valhalla*	Most Difficult	Gravity	2.8
French Press	More Difficult	Gravity	4.5	Valkyrie	More Difficult	Gravity	0.9
Gargamel	More Difficult	Gravity	0.5	Vapor*	Most Difficult	Gravity	3.3
Gonzo	Most Difficult	Gravity	0.8	Verde*	Easier	Gravity	3.8
Government	Most Difficult	XC	9.5	Viking	More Difficult	Gravity	2.7
K.A.R.*	Most Difficult	XC	0.8	Village Bound	More Difficult	XC	3.1
Lemon	More Difficult	Gravity	0.5	West Government	Most Difficult	XC	0.6
Luge*	More Difficult	XC	1.1	TOTAL			60.5

* indicates trails that are only open to mountain bikes



5. Hiking

Both guided and non-guided hiking opportunities are available at Snowmass. ACES offers daily hiking tours at the top of the Elk Camp gondola (on the Rabbit Run Nature Walk) and at the Village Mall (on the Snowmass Nature Trail Walk). These tours vary in length and difficulty, and feature interpretation by qualified naturalists. They provide opportunities for guests to experience the National Forest and learn about the plants and wildlife that inhabit it.

Approximately 35 miles of trails open to hiking exist across the SUP. Note that this does not include mountain service roads, which are also open to hiking. Table IV-14 shows the existing hiking trail distribution by ability level. Several of these trails are only open to hiking, but a majority are open to multiple uses, including mountain biking and equestrian use. There is a general lack of locational diversity in hiking trails. Specifically, existing trails do not access more remote portions of the Snowmass SUP area. Many miles of hiking trails also exist outside the Snowmass SUP on NFS lands, including in the surrounding Maroon Bells-Snowmass Wilderness.

Hiking trails within the SUP area supplement those that exist on NFS, TOSV, and other lands in the surrounding area. The Government Trail provides a vital connection to East Snowmass Creek trail to the west, and other hiking trails to the east. These connections are essential to the overall trails system in the Roaring Fork Valley and are included in WRNF Forest-wide guidelines for trail development.²²

Table IV-14. Hiking Trails
by Ability Level - Existing Conditions

Trail Name	Ability Level	Length (miles)
Beginner Loop	Easier	0.6
Burlingame	More Difficult	0.6
Connector	More Difficult	1.2
Cross Mountain	More Difficult	2.9
Discovery	Easier	2.0
Ditch	More Difficult	2.1
Espresso	More Difficult	1.7
Government	Most Difficult	9.5
Rabbit Run*	Easier	0.7
Sierra Loop*	More Difficult	1.9
Powerline	More Difficult	0.7
Sequel	More Difficult	1.0
Stark's	More Difficult	1.1
Tom Blake	More Difficult	2.0
Tom Blake Ridge	More Difficult	1.7
Summit*	Most Difficult	1.1
Vista*	Most Difficult	2.1
Village Bound	More Difficult	3.1
West Government	Most Difficult	0.6
TOTAL		36.6

* indicates trails that are only open to hiking

²² White River National Forest Land and Resources Management Plan – 2002 Revision, p. 2-40.

6. Miscellaneous Activities

Two 18-hole disc golf courses are open to the public at Snowmass. One disc golf course exists in the Elk Camp Meadows area. The second course begins near the Spider Sabich area and finishes just above the Snowmass Village Mall, and is located entirely on private lands. Snowmass offers disc golf rentals in both the Snowmass Base Village and Snowmass Village Mall. Disc golfers may pay to ride the gondola to the beginning of Course #1, or may hike to the start of the course.

Paintball is available on private lands in the Spider Sabich area & in a field near Scooper Cabin, with groups meeting at the base of the Elk Camp gondola twice per day. Two paintball venues, each capable of accommodating about 30 people at a time are available. A climbing wall and “Eurobungy” are also offered on private lands near the Snowmass Village Mall.²³

Snowmass also offers numerous private recreational outings through the Ski & Snowboard Schools in the Winter and Camp Aspen Snowmass in the Summer. Activities include camping (at the top of the Elk Camp gondola), mountain boarding on service roads, fishing at Trout Hook Pond, and options for guests to design their own adventure.

Commercial Jeep tours are offered primarily through Blazing Adventures and their outfitter/guide permit. ASC also offers guest shuttle services on mountain access roads, both on public and private lands, for various activities such as private fishing tours, mountain boarding, paintball, zipline tour, and other special events.

7. Summer and Multi-Season Guest Service Facilities Use

The Snowmass Base Village is the center of summer activities at Snowmass. Equipment rental, ticket and retail sales, food and beverage services, restrooms, and various other guest service facilities are available in the Snowmass Base Village. It also provides primary access to the National Forest via the Elk Camp gondola.

In the summer months (typically between mid-June and early September), on-mountain services are provided at the Elk Camp restaurant, which is open daily. The restaurant offers food service, restrooms, both indoor and outdoor table seating, and broad views to surrounding mountains. As mentioned above, Elk Camp is also open certain evenings throughout the summer for special events, such as Farm to Table Tuesdays.

8. Existing Resort Summer Operations

In addition to operations in the Elk Camp area, including the Elk Camp facility, gondola, and lift, various other resort operations take place throughout the summer. Maintenance crews work on the mountain daily, implementing summer construction plans, lift and trail maintenance, facility and infrastructure maintenance, and other tasks related to offering a quality summer experience and preparing the mountain for the winter season.

²³ A Eurobungy features a large trampoline, and attaches participants to a harness connected to bungee ropes on each side, allowing for a wide variety of airborne aerobatics.



V. Previously-Approved Projects, Not Yet Implemented

The projects detailed in this section have been previously approved, but have not yet been implemented. It is anticipated that the majority of these projects will ultimately be implemented as capital for on-mountain improvements becomes available. Prior to project implementation, the Forest Service will review project consistency with 2002 Forest Plan standards and guidelines and determine if additional analysis is warranted due to changed environmental and social conditions, and/or new planning and regulatory guidance. Previously-approved, not yet implemented projects are also discussed in Chapter VI and incorporated into the planning. Applicable approvals are contained in the following documents:

- 1994 Snowmass Ski Area, Final EIS, ROD
- 2000 Snowmass Ski Area, CE, DM
- 2006 Snowmass Ski Area Master Plan Amendment Ski Area Improvements, EA, DN/FONSI
- 2006 Snowmass Ski Area Elk Camp Beginner Park and Summer Multiple Use Trails, EA, DN/FONSI
- 2011 Aspen Skiing Company Forest Health Projects EA, DN/FONSI
- 2013 Burnt Mountain Egress Trail EA, DN/FONSI

- 2014 Snowmass Ski Area New/Realigned Mountain Bike Trails, CE, DM
- 2015 Snowmass Ski Area Ski Trail Enhancements and High Alpine Lift Replacement, EA, DN/FONSI
- 2017 Snowmass Ski Area Multi-Season Recreation Projects EIS, ROD
- 2019 Snowmass Ski Area Snowmaking and Elk Camp Meadows Projects EA, DN

The 1994 Snowmass Ski Area, Final EIS, ROD (1994 ROD) approved several of the projects discussed in this chapter, including the Burnt Mountain lift, Burnt Mountain Trails/Glading, and snowmaking. While resource analysis was completed and these projects are considered previously approved, it is understood that certain resource conditions (e.g., watershed and wildlife) may have changed since the 1994 ROD was published. Therefore, additional site-specific analysis will likely be required prior to implementation of these projects.



A. LIFTS

1. *Burnt Mountain Lift*

The Burnt Mountain lift was approved as part of the 1994 ROD with a vertical rise of 2,700 feet and an uphill capacity of 2,400 pph. The lift was approved to run from the intersection of the *Long Shot* and *East Branch* trails to just below the summit of Burnt Mountain. The relocated bottom terminal was approved in the 2000 Snowmass

Ski Area, CE, DM (2000 CE). Top and bottom terminal access road were also approved in order to facilitate construction and maintenance of the approved Burnt Mountain lift.



B. TERRAIN

1. *Burnt Mountain Trails/Glading*

The 1994 ROD approved terrain development in the Burnt Mountain area, including 115 acres of full clearing, 5 acres of full clearing/grading, 195 acres of glading, and 35 acres of snowfield skiing. Subsequent NEPA analyses in 2006 and 2013 resulted in additional implementation of Burnt Mountain projects. To date, 30 acres of full clearing, 2 acres of full clearing/grading, and 55 acres of glading have been implemented.

The 2013 Burt Mountain Egress DN/FONSI approved the creation of “an improved egress trail that provides the necessary width and snow surface to move skiers safely from the Burnt Mountain Glades, back into the developed trail network.” The approved Alternative 3 identified “a combination of a narrower trail and gladed terrain to facilitate public and emergency egress.” This project would be implemented to provide improved terrain egress.

2. *2015 Glading Projects*

The 2015 DN/FONSI approved six areas of glading across the resort, totaling approximately 84 acres. Of this, approximately 11 acres remain unimplemented. About 30% to 40% removal of tree basal area was approved. The purpose of the glading was to provide more diverse skiing opportunities for lower ability-level skiers. Glades approved in the 2015 DN/FONSI include *Sneaky's*, *Freefall/Glissade*, *Castle*, *Long Shot*, and *Upper Green Cabin*.

C. SNOWMAKING

As part of the 1994 ROD, approximately 220 acres of snowmaking coverage was approved on NFS lands, as well as 80 acres of snowmaking on private lands. This approved coverage supplemented 15 acres of existing snowmaking coverage on NFS lands and 45 acres existing snowmaking coverage on private lands. Of the 360 acres of original (installed before 1994) and approved coverage on NFS and private lands, no more than approximately 31 acres remain to be implemented. In the past 30 years since the 1994 ROD was approved and implementation began, changes in mapping technology and data collection methodology have created inconsistency regarding the measured versus actual acreages of previously approved and not yet implemented snowmaking coverage areas. Due to this uncertainty, combined with the age of the analysis completed for these previously approved snowmaking projects, it is expected that these projects may require supplemental NEPA analysis prior to implementation.



D. GUEST SERVICES

In March 2022, the WRNF released a Decision Memo (DM) which found a series of small projects to be categorically excluded from a full environmental analysis (EA) under NEPA. Specifically, this DM authorized a 2,500 square foot expansion of the deck at the Elk Camp restaurant, as well as renovation or demolition and in-place replacement of the Elk Camp Wildlife Center and Ski Patrol headquarters. The Elk Camp deck expansion is scheduled to be completed in the summer of 2022.

E. MOUNTAIN BIKING TRAILS

1. Meadows Skills Center

A mountain biking skills park was approved as part of the 2014 MTB DM in the Elk Camp Meadows area. The approved skills park would feature additional spurs and terrain features incorporated in the Beginner Loop trail. A toddler loop for small bicycles without pedals was also approved. Total disturbance for this project was approximately 0.7 acre.

2. Trail 15

Trail 15 was approved as part of the 2017 Snowmass Ski Area Multi-Season Recreation Projects EIS/ROD. This trail was approved as a 0.5-mile-long hybrid gravity trail which will descend between Cowboy Coffee trail and French Press trail. The trail is approved to begin at the upper Vapor Trail/French Press junction and terminate at a junction with the Cowboy Coffee near the beginning of the Dust Bunny trail.

F. SUMMER ACTIVITIES

1. Zip Line

In the 2015 Snowmass Ski Area Multi-Season Recreation Projects EIS, a zip line was approved to begin under the Elk Camp gondola across the *Funnel* ski trail from the zip line canopy tour's point of termination and end near the Elk Camp Gondola Turn Station. The zip line was approved to be approximately 3,000 feet long.

G. FOREST HEALTH PROJECTS

The 2011 Aspen Skiing Company Forest Health Projects, EA, DN/FONSI (2011 DN/FONSI) analyzed a variety of vegetation treatments to be implemented on NFS lands within the SUP boundaries of the four ASC-owned ski resorts, including Snowmass, over a ten-year period.

It is understood that there will be overlap between the planned projects included in this MDP and the treatments approved in the 2011 DN/FONSI. Specifically, the proposed treatments may conflict with, or enhance, the summer activities discussed in Chapter VI. Any overlap between planned projects and forest health treatments will be addressed during site-specific NEPA analysis.



H. PREVIOUSLY-APPROVED PROJECTS MATRIX

Table V-1. Previously-Approved Projects, Not Yet Implemented

Project	Date Approved	Authorized, Not Yet Implemented	Approval Reference
Lifts			
Burnt Mountain Lift	3/8/1994	--	1994 EIS/ROD 2000 CE/DM
Terrain			
Burnt Mountain Trails/Glading 5 acres, full clearing/grading 115 acres full clearing 195 acres glading 35 acres additional	3/08/1994 2/16/2006 9/26/2013	3 acres clearing/grading; 85 acres full clearing; 140 acres glading; 35 acres additional - pending additional site specific NEPA	1994 EIS/ROD 2006 EA, DN/FONSI 2013 EA, DN/FONSI
2015 Glading Projects	–	55 acres glading	2015 EA, DN/FONSI
Snowmaking			
Snowmaking (220 acres on NFS Lands, and 80 acres on private lands.	3/8/1994	Up to 100 acres on NFS lands; 18 acres on private lands; 118 acres total - To be confirmed in final MDP	1994 EIS/ROD (final implementation requires site specific NEPA)
Guest Services			
Elk Camp Deck Expansion	3/21/2022	2,500 sq. ft. deck addition to existing Elk Camp Restaurant structure; replacement or remodel of Elk Camp Wildlife Center	2022 Elk Camp DM
Mountain Biking Trails			
Meadows Skills Center	5/28/2014	skills park - 1.9 acres of disturbance	2014 MTB CE, DM
Summer Activities			
Zip line	6/22/2017	3,000-foot zip line on private and NFS lands near Funnel trail	2015 Multi-Season Recreation Projects EIS/ROD
Other			
Aspen Skiing Company Forest Health Projects	12/9/2011	Ongoing	2011 EA, DN/FONSI



VI. Upgrade Plan

This MDP has been prepared in compliance with the terms and conditions of the Forest Service-issued 40-year Term SUP for Snowmass. As stated previously, Forest Service acceptance of this MDP does not convey approval of any projects contained herein. Implementation of any projects on NFS lands within the Snowmass SUP area is contingent upon site-specific environmental review and approval via NEPA. Planned projects contained in this Master Plan are conceptual in nature and may be refined in the future, as long as the original intent of a planned project is maintained.

The Upgrade Plan is depicted on Figures VI-1 through VI-5.

A. SUMMARY

This Upgrade Plan focuses on the intentions of Snowmass to enhance the total guest experience through a series of improvements. This would be achieved by implementation of strategic enhancements across the existing SUP area.

Snowmass strives to exceed its goals and objectives for providing its guests with world class experiences. The capital investments made since, and in accordance with the 2015 SMMP, are indicative of that intent. The timeline is estimated and will ultimately be based on NEPA approval, economic circumstances, ASC priorities, and guest preferences, among other factors.

Several terrain improvements are planned as part of this MDP. New trails and circulation routes are planned, primarily in the Alpine Springs terrain area. In addition, previously approved and new glading is planned in terrain serviced by the Alpine Springs, High Alpine, Sheer Bliss, Big Burn and Sam's Knob lifts. Finally, a new beginner terrain area, "Dawdler Bowl," is planned to be developed and graded near the Village Express mid-station.

In addition to the installation of the previously approved Burnt Mountain lift, several lift network improvements are contemplated in this analysis. Most notably, the Coney Glade lift is planned to be replaced with the new Coneygame lift, which will extend from the Snowmass Mall area, through a turn station near the former Burlingame lift top terminal, up to the site of the existing Coney Glade top terminal. Additionally, several lifts are planned to be upgraded or replaced in their existing alignment. Specifically, Alpine Springs lift and Elk Camp lift are both planned to be upgraded to detachable six-person lifts, Village Express is planned to be upgraded to a gondola, and the Cirque lift is planned to be replaced with a newer surface lift system.

Two new surface lifts are planned to be installed adjacent to the Village Express mid-station to service the new Dawdler Bowl terrain. A new surface lift is planned to be installed from the Wine Cabin to the top of Sam's Knob to enable early season operations in the Big Burn terrain area. Additionally, an existing surface lift will be moved



to Assay Hill to replace the learning area located adjacent to the Kid's Cave.

An expansion is planned for Sam's Restaurant and deck. Both expansions will enable the improvement of nighttime services and summer operations. A new restaurant is planned in the Elk Camp lift pod off of *Gunner's View* trail. Improvements are also planned for the Lynn Britt Cabin and the Spider Sabich picnic area. Ullrhof Restaurant is also planned for an expansion and redevelopment. In the base of the Alpine Springs area, a new restaurant is also planned.

A 94-acre expansion of snowmaking coverage is planned as part of this MDP. Furthermore, three additional on-mountain snowmaking ponds are planned to increase snowmaking production during favorable conditions and to increase efficiency.

Improvements to the snow tubing facility at the top of Elk Camp gondola are anticipated. These improvements will re-work and re-configure the facility to allow for an additional two or three lanes of tubing.

Other projects planned include the installation of additional cell tower sites, data equipment, fiber optic lines, and antennae tower sites.

Summer and multi-season projects, including mountain biking and hiking trails, a zip line/canopy tour, challenge course, among other activities, are planned in accordance with the summer zone designations. The planned mountain bike trails were part of a larger effort by Gravity Logic in 2021 to identify the best terrain to compliment and diversify Snowmass' successful mountain bike operations. The Gravity Logic assessment notes of the Burnt Mountain trails: "Accessed by a low angle uphill bike trail, constructed at approximately a 5% grade, this would be the starting point for several truly epic bike trails." This is one of Snowmass goals stated in Chapter 1, to establish Snowmass as a premier mountain biking destination.

With the planned upgrades to Snowmass, the resort's daily capacity (CCC) will increase from a planned CCC of 13,600 to 14,820 guests.

a. Comparison to 2015 Upgrade Plan

Snowmass's previous development plan was written and accepted in 2015. Since then, Big Burn has been upgraded to a high speed detachable six-person lift, and various summer and utility projects from that MDP have been completed, but no other major lift or terrain projects have been completed since that time. The planned CCC in the 2015 MDP was 13,600. The 2022 CCC is calculated at 14,820 guests per day.

B. UPGRADED LIFT NETWORK

As described in Chapter V, there is one previously approved lift installation that has not been implemented yet (Burnt Mountain). Additional details of the Burnt Mountain lift can be found in Chapter V. The upgrade plan lifts are described below:

1. Village Express

Village Express is planned to be upgraded to a 10-person gondola with a mid station at the top of the *Blue Grouse* run. The bottom station will be next to the Sky Cab bottom terminal with guests entering the gondola terminal from the north and east. The mid station would allow guests to unload. Northwest of the gondola mid station, a cabin storage and maintenance barn is planned with a transfer rail from the main line. The top terminal is planned in the same location as the existing Village Express at Sam's Knob.

Upgrading Village Express to a gondola would allow for a better guest experience for skiers and non-skiers to Snowmass. The capacity of the lift will increase by over 25%. This will provide much needed out of base capacity to Sam's Knob and the upper mountain. The gondola will also provide non-skiers a way to comfortably access Sam's Knob during the summer and winter.

2. Coneygame

Coney Glade is planned to be removed and replaced with a new detachable 6-person chairlift, Coneygame, in a new, extended alignment. The existing Coney Glade detachable quad lift was constructed in 1986 and is nearing the end of its usable life. Furthermore, the changes to the lift and terrain networks that have occurred in the ensuing decades mean that Coney

Glade's alignment no longer efficiently serves the needs of guests at Snowmass.

The top terminal of Coneygame will be in the current location of Coney Glade lift's top terminal, while the bottom will be located very near the former bottom terminal of Burlingame lift in the Snowmass Mall area. A turn station or sheaved turn will also be installed on non-forest service land near Lynn Britt Cabin to allow the lift to avoid crossing into private property not owned by ASC. There will be no loading or unloading from this station.

The alignment of the Coneygame 6-person chairlift allows the lift to act as a third uphill access option from the primary base area, which will help relieve morning congestion in the base area.

Grading projects associated with Coneygame lift are planned at the top and bottom terminals. The current unload platform for Coney Glade lift is smaller than desired and does not allow free skier flow from the lift unload to surrounding slopes. With installation of the Coneygame lift, the existing unloading platform will be enlarged to the southwest, and the skiway towards *Sunnyside* and *Max Park* runs will be recontoured to improve skier flow away from the lift. The area of disturbance for this project is projected to be in the order of 1.75 to 2.5 acres.

Recontouring at the lift's base terminal, to account for the larger detachable terminal and larger maze area that will be required for morning crowds (Coneygame is anticipated to play a large out-of-base access role,) as well as the requisite realignment of the mountain access road, will require a grading project with an expected disturbance area of about 1.5 acres. As a result of the Coneygame lift installation, an existing carpet will be removed. The carpet is planned to be relocated near the top of Assay Hill to service beginner skiers.

3. *Alpine Springs*

The Alpine Springs lift is planned to be replaced with a detachable 6-person chairlift in the same alignment as the existing lift. Alpine Springs was constructed in 1993 and is nearing the end of its usable life. Additionally, the lift does not have the capacity to handle existing guest volumes. The replacement lift is planned to have a design

capacity of 3,000 people per hour and a daily carrying capacity of 1,740 guests. A small amount of groundwork at the top and bottom terminals may be necessary to ensure there is enough space for a 6-person chairlift and associated skier circulation.

4. *Cirque Lift*

The Cirque detachable platter surface lift is planned to be replaced with a higher capacity surface lift. The existing Cirque lift capacity is too low for existing demand and is difficult to load and ride, partially due to the turn in the upper portion of the alignment. The new lift would have a design capacity of up to 1,000 people per hour, which would double the guest capacity of the Cirque terrain area. Alternative alignments will be considered to potentially eliminate the turn so the lift has a straight alignment in order to improve the guest experience.

As part of the Cirque platter lift replacement project, a significant regrade of the bottom terminal area is planned. The current terminal site is on a relatively steep slope, which makes creating the level maze and lift loading area from snow very challenging. The planned project is to create a flatter landing zone for the lift, and the projected area of disturbance is 0.75 to 1.0 acres.

5. *Elk Camp Lift*

Elk Camp quad lift is planned to be replaced with a detachable 6-person chairlift in the same alignment as the existing lift. The Elk Camp lift is regularly over crowded for the existing visitation levels of the resort and needs to be upgraded to ensure a positive guest experience. The new lift is planned to have a design capacity of 2,800 people per hour and will have a daily guest capacity of 1,880. A small amount of groundwork at the top and bottom terminals may be necessary to ensure there is enough space for a 6-person chairlift and associated skier circulation.

6. *Burnt Mountain Lift*

This lift was previously approved in the 1994 ROD. It will provide access to the top of Burnt Mountain and the existing ski trails there, which are currently hike-to only. Additional trails (also previously approved) will be built in the area. The area is located in the easternmost portion of the Snowmass SUP, with the bottom terminal located



in the Two Creeks area, near the intersection of the *Long Shot* and *East Brach* trails.

The Burnt Mountain lift top and bottom terminals are sited on moderate slopes that will require typical grading, with an anticipated area of disturbance of approximately one-half acre, each.

7. Sky Cab Gondola

A possible lift project within the term of this MDP is a replacement of the Sky Cab gondola with higher hourly capacity lift technology such as a detachable gondola. Because this lift functions primarily for pedestrian access and in-resort circulation from Base Camp to Snowmass Mall, increasing the lift's hourly capacity will not affect CCC. (Note: the Sky Cab gondola is owned by the Snowmass Village General Improvements District, and it would be their decision to replace the lift.)

8. Bear Bottom Tubing Carpet

The Bear Bottom carpet is planned to be extended and realigned. The new alignment's bottom terminal will be located to the east of the existing terminal and allow Snowmass to provide a longer and more exciting tubing experience. Following the relocation, Snowmass plans to stop allowing beginner skiers and riders access to the carpet, reserving the lift exclusively for tubers.

9. Dawdler Bowl Beginner Lifts

Two new surface lifts are planned to be installed to the northwest of the Village Express mid-station. The upper lift, Dawdler I, is planned to be a carpet lift approximately 500 feet in length. The lower lift, Dawdler II, is planned to be either a carpet lift or a platter lift approximately 490 feet in length. A small guest service facility will be built for the Dawdler project including a warming area, small F&B operation and restrooms. Approximately five acres of terrain will need to be re-graded to accommodate the new lifts and to ensure appropriate progression on the beginner terrain that they serve.

10. Sam's Access Surface Lift

A new access surface lift is planned between the Wine Cabin and Sam's Knob. This lift, which is planned to be 750 feet in length, will allow guests skiing and riding in the Big Burn terrain area to access the top terminal

of the Village Express gondola for downloading. This lift would be operated in the early season when there is insufficient snow to open terrain down to the Snowmass Base Village.

11. General Lift Information

If lifts reach the end of their useful operational life, they may need to be replaced. This is true of Two Creeks lift. It is not anticipated the lift will need replacing within the term of this MDP, but if operation of the lift becomes unreasonably challenging in the shorter-term, it would be replaced.

Snowmass plans to construct a storage facility to hold the chairs of Big Burn lift. This facility is discussed further in the Planned Resort Operations section of this chapter.

All planned new detachable 6-person chairlifts (Elk Camp, Alpine Springs, and Coneygame) and the Village Express gondola will be equipped with diesel generators for backup operations. These generators will be approximately 12 feet wide and 40 feet long and will be sited in close proximity to the lift drives at the top terminals. Currently technology does not allow for electric battery backup of ski lifts, if this changes then ASC will endeavor to install a battery backup instead of diesel in these applications. Upgraded lifts are shown on Figure VI-1 and details are specified in Table VI-1.

Table IV-1. Lift Specifications - Upgrade Plan

Lift Name, Lift Type	Top Elev. (ft)	Bot. Elev. (ft)	Vert. Rise (ft)	Vert. Rise (ft)	Slope Length (ft)	Avg. Grade (%)	Planned Design Capacity (pers/hr)	Rope Speed (fpm)	Carrier Spacing (ft)	Year Installed
Two Creeks/DC4	9,810	8,110	1,700	9,607	9,874	18%	2,400	1,100	110	Poma/1995
Assay Hill/C4	8,523	8,325	197	1,424	1,438	14%	1,200	300	60	Poma/2007
Elk Camp Gondola Full/DG8	9,803	8,432	1,371	8,494	8,659	16%	1,961	1,000	184	Poma/2006
Elk Camp Gondola Upper/ DG8	9,803	8,526	1,277	7,352	7,499	17%	654	1,000	184	Poma/2006
Elk Camp/DC6	11,320	9,779	1,540	7,370	7,559	21%	2,800	1,100	141	Upgraded
Meadows/C4	9,927	9,815	112	1,299	1,304	9%	1,200	300	60	Poma/2007
Meadows Sunkid/C	9,837	9,816	21	234	235	9%	600	160	16	Sun Kid/2015
Bear Bottom Sunkid/C*	9,931	9,858	73	500	505	9%	600	160	16	Upgraded
Alpine Springs/DC6	10,505	8,987	1,518	6,957	7,164	22%	3,000	1,100	132	Upgraded
High Alpine/DC4	11,852	10,186	1,666	5,370	5,622	31%	1,800	1,000	133	LPOA/2015
Cirque Lift/S	12,527	11,741	786	3,894	3,981	20%	1,000	600	72	Upgraded
Sheer Bliss/DC4	11,857	9,650	2,207	8,978	9,283	25%	2,000	1,100	132	Poma/2008
Big Burn/DC6	11,793	9,811	1,982	7,378	7,639	27%	2,800	1,100	141	LPOA/2020
Coneygame/DC6	10,126	8,584	1,542	7,237	7,399	21%	2,800	1,100	141	Planned
Dawdler Conveyor I/C	9,650	9,602	48	494	496	10%	600	160	16	Planned
Dawdler Conveyor II/C	9,600	9,520	80	481	488	17%	600	160	16	Planned
Village Express Full/DG10	10,614	8,461	2,154	9,730	10,041	22%	2,412	1,100	135	Upgraded
Village Express Lower/DG10	9,661	8,461	1,200	6,075	6,234	20%	1,188	1,100	135	Upgraded
SkyCab/FG6	8,601	8,454	146	1,059	1,069	14%	530	1,000	1,132	Poma/2005
Treehouse Sunkid/C	8,601	8,606	5	80	80	6%	720	80	40	Sun Kid/1997
Scooper Lift/P	9,365	9,137	227	843	876	27%	428	350	49	Poma/2000
Sam's Knob/DC4	10,619	9,419	1,199	3,655	3,869	33%	1,800	1,000	33	Poma/2005
Campground/C2	9,659	8,224	1,435	4,459	4,730	32%	664	550	199	Poma/2003
Burnt Mountain/DC4	11,368	8,636	2,733	11,204	11,596	24%	1,800	1,000	67	Planned

Source: SE Group

C = carpet conveyor / T-Bar = T-Bar lift / S = surface lift

C2 = fixed-grip double chairlift / C4 = fixed-grip quad chairlift

DC4 = detachable quad chairlift / DC6 = detachable six-passenger chairlift

FG6 = six-passenger pulse gondola / DG8 = eight-passenger gondola / DG10 = ten-passenger gondola

*Upon relocation, the Bear Bottom Sunkid chair is planned to be used exclusively by tubing participants and thus does not contribute to the resort's CCC
 Sam's access surface lift is planned to be operational only in the early season and is thus not enumerated in this table



C. UPGRADED TERRAIN NETWORK

1. Terrain Variety

As discussed in Chapter IV, terrain variety is the key factor in evaluating the quality of the actual skiing and riding guest experience (as opposed to lift quality, restaurant quality, or any other factor). A resort must have a diverse, interesting, and well designed developed trail system, but also must have a wide variety of alternate style terrain, such as mogul runs, bowls, trees, glades, open parks, in-bounds “backcountry style” (i.e., hike-to) terrain, and terrain parks and pipes. The reader is referred to Chapter IV (Section C) for an in-depth discussion of the importance of terrain variety.

2. Developed Alpine Trails

There are four areas for terrain improvements planned at Snowmass: previously approved Burnt Mountain, Elk Camp gondola, Alpine Springs/High Alpine, and Sam’s Knob/Village Express. These changes would bring the total of the developed terrain network to 1,645 acres. The planned trail configuration under the Upgrade Plan is depicted in Figure VI-1 and the proposed terrain specifications are detailed in the Table VI-2.

Additionally, it is anticipated that localized trail widening and maintenance will be necessary throughout the life of the MDP to address skier safety issues and changing circulation patterns. These projects will be identified on

a case-by-case basis and will respond to changes in skier visitation and vegetation conditions (e.g., forest health).

a. Burnt Mountain

Approximately 30 acres of newly-constructed developed terrain would be added off the Burnt Mountain lift, between *Long Shot* and the upper Elk Camp area in four new trail segments, identified as “P1-P4.” This terrain was previously approved in the 1994 ROD, as described in Chapter V. In addition, approximately 140 acres of terrain between *Split Tree* and trails *P1-P4* would be gladed pursuant to the 1994 ROD. The hike-to developed trail *Long Shot* would become a lift-served intermediate trail. The gladed areas *Split Tree*, *A-Line*, and *Rio* would become lift-served but would remain glades. Additional glade improvements are planned in this area (refer to Figure VI-1).

Previously-approved glading in the Burnt Mountain area would complement and incorporate previously-approved treatment unit prescriptions from the 2011 Aspen Skiing Company Forest Health Projects Decision Notice (2011 Forest Health DN). Treatment unit prescriptions in this area include small clearcuts within thinning (partial cut) and salvage cutting (partial cut). The reader is referred to Appendix C for a map of the previously-approved treatments from the 2011 Forest Health EA. Additional information about each treatment unit is provided in the 2011 Forest Health EA.



Table VI-2. Terrain Specifications – Upgrade Plan

Trail Area/Name	Top Elev. (ft)	Bot. Elev. (ft)	Vert. Rise (ft)	Slope Length (ft)	Avg. Width (ft)	Slope Area (acres)	Avg. Grade (%)	Max Grade (%)	Ability Level
Eastbranch	8,862	8,627	235	2,115	25	1.2	11%	19%	Low Intermediate
Creekside	9,686	8,110	1,576	9,760	163	36.4	16%	47%	Intermediate
Cascade	9,609	8,861	748	3,523	127	10.3	22%	38%	Intermediate
West Fork	9,350	8,550	800	5,625	90	11.6	14%	32%	Low Intermediate
Assay Hill	8,514	8,324	190	1,499	194	6.7	13%	15%	Novice
Lone Star	9,810	9,623	187	1,235	131	3.7	15%	29%	Low Intermediate
Drumstick	9,840	9,630	210	1,399	86	2.8	15%	29%	Low Intermediate
Bottoms Up	9,639	9,364	275	1,017	178	4.2	28%	36%	Intermediate
Funnel Upper	9,766	9,363	403	2,781	273	17.4	15%	37%	Intermediate
Funnel Lower	9,363	8,460	903	6,359	326	47.6	15%	24%	Novice
Funnel Bypass	9,616	9,488	128	1,418	59	1.9	9%	15%	Novice
Funnel Bypass	9,370	9,320	51	537	51	0.6	9%	14%	Novice
No Name	9,236	9,001	235	1,452	86	2.9	17%	25%	Novice
Galavant	9,190	9,130	60	752	25	0.4	8%	14%	Novice
Eddy Out	9,148	8,661	487	2,586	65	3.8	19%	41%	Intermediate
Slider	9,847	8,974	873	5,238	179	21.6	17%	33%	Intermediate
Bull Run	11,323	9,926	1,396	6,654	473	72.2	21%	35%	Low Intermediate
Grey Wolf	11,310	10,155	1,155	4,904	304	34.2	24%	37%	Intermediate
Bear Bottom	11,303	9,932	1,371	6,443	211	31.1	22%	38%	Intermediate
Gunner's View	10,987	10,070	917	4,611	180	19.1	20%	34%	Low Intermediate
Sandy Park	11,315	9,852	1,462	8,285	201	38.3	18%	44%	Intermediate
EC Meadows	9,928	9,804	124	1,517	405	14.1	8%	14%	Beginner
Naked Lady	10,438	8,996	1,442	7,155	310	50.9	21%	36%	Intermediate
Lodge Pole	10,221	9,720	501	2,126	155	7.6	24%	38%	Intermediate
Log Deck	10,471	9,741	729	3,405	182	14.2	22%	39%	Intermediate
Toms Trace	9,789	9,353	435	1,829	269	11.3	25%	51%	Advanced Intermediate
Lunkerville	9,866	8,990	876	4,652	233	24.9	19%	36%	Intermediate
Adam's Avenue Lower	9,214	8,638	577	3,726	161	13.7	16%	28%	Low Intermediate
Adam's Avenue Middle Upper	9,396	9,330	65	371	48	0.4	18%	20%	Low Intermediate
Adam's Avenue Middle Lower	9,280	9,240	40	480	81	0.9	8%	13%	Low Intermediate
Adam's Avenue Upper	9,646	9,455	191	1,670	128	4.9	12%	18%	Low Intermediate



Trail Area/Name	Top Elev. (ft)	Bot. Elev. (ft)	Vert. Rise (ft)	Slope Length (ft)	Avg. Width (ft)	Slope Area (acres)	Avg. Grade (%)	Max Grade (%)	Ability Level
Coffee Pot	10,391	9,095	1,295	6,446	158	23.3	21%	38%	Intermediate
Granite	10,298	9,786	513	2,435	118	6.6	22%	43%	Intermediate
Green Cabin Lower	10,453	8,942	1,512	7,987	212	39.0	19%	38%	Intermediate
Green Cabin Upper	11,782	10,264	1,518	6,597	193	29.2	24%	44%	Intermediate
Reider's	11,774	10,475	1,300	4,390	191	19.3	31%	57%	Expert
Reidar's Glade	11,769	10,450	1,319	4,215	299	29.0	38%	62%	Expert Glade-Gated
Showcase	11,791	10,527	1,264	4,129	221	20.9	32%	46%	Advanced Intermediate
The Edge	11,797	10,472	1,324	4,488	231	23.8	31%	45%	Advanced Intermediate
Roberto's	11,920	11,427	492	1,483	209	7.1	36%	73%	Chute/Bowl-Gated
Frog Pond Glade	11,448	10,380	1,068	3,472	990	78.9	33%	50%	Expert Glade-Gated
Baby Ruth	11,357	10,738	619	1,462	200	6.7	47%	77%	Chute/Bowl-Gated
Big Spruce	11,211	10,430	781	1,875	286	12.3	46%	74%	Chute/Bowl-Gated
Cassidy's	10,817	10,394	424	991	236	5.4	48%	66%	Expert Glade-Gated
Willy's	10,662	10,242	420	968	425	9.4	49%	75%	Bowl/Glade-Gated
Cookies	10,996	10,545	451	1,104	305	7.7	45%	58%	Expert Glade-Gated
Turkey Trot	10,592	9,802	790	4,928	160	18.1	16%	42%	Intermediate
Turket Trot Upper	10,490	10,431	59	718	26	0.4	8%	12%	Intermediate
Rocky Mtn. High	12,497	11,795	702	3,860	360	31.9	19%	25%	Low Intermediate
AMF	11,945	11,369	576	1,720	355	14.0	36%	77%	Chute/Bowl-Gated
Cirque Headwall	12,344	11,677	667	2,119	922	44.8	33%	58%	Chute/Bowl-Gated
East Wall	12,192	11,683	509	1,910	356	15.6	28%	82%	Chute/Bowl-Gated
High Traverse	12,501	11,812	689	6,273	149	21.5	11%	55%	Chute/Bowl-Gated
Adios Ridge	11,644	11,209	435	1,085	460	11.5	44%	54%	Chute/Bowl-Gated
Ladder Lower	11,224	10,813	411	859	269	5.3	56%	89%	Chute/Bowl-Gated
Ladder Upper	11,441	11,241	201	414	99	0.9	56%	75%	Chute/Bowl-Gated
Dikes	11,669	10,241	1,428	5,923	949	129.1	25%	60%	Bowl/Glade-Gated
Gowdy's	11,842	11,267	575	1,827	308	12.9	34%	108%	Chute/Bowl-Gated
KT Gully	11,307	11,104	202	466	175	1.9	50%	77%	Chute/Bowl-Gated
Rock Island	11,137	10,675	462	988	493	11.2	54%	88%	Chute/Glade-Gated
Buck Skin	10,715	10,149	566	1,723	330	13.1	35%	73%	Expert Glade-Gated
Sheer Bliss	11,833	9,674	2,158	8,926	497	101.8	25%	44%	Intermediate
Camp 3	10,113	9,690	424	1,489	165	5.6	30%	47%	Advanced Intermediate
Garrett Gulch	10,775	9,852	923	3,460	116	9.2	28%	48%	Advanced Intermediate

Trail Area/Name	Top Elev. (ft)	Bot. Elev. (ft)	Vert. Rise (ft)	Slope Length (ft)	Avg. Width (ft)	Slope Area (acres)	Avg. Grade (%)	Max Grade (%)	Ability Level
West Face	10,928	10,679	249	677	667	10.4	40%	50%	Chute/Bowl-Gated
Free Fall	10,617	9,905	712	2,170	180	9.0	40%	69%	Expert Glade-Gated
Glissade	10,205	9,940	264	568	104	1.4	53%	60%	Expert
Whispering Jesse	10,901	9,900	1,001	3,390	191	14.9	31%	39%	Intermediate
Trestle	9,880	9,695	185	1,598	83	3.1	12%	38%	Intermediate
Timberline	11,725	9,918	1,807	6,721	204	31.4	28%	40%	Intermediate
Wineskin	11,837	9,972	1,865	6,875	162	25.5	28%	47%	Advanced Intermediate
Dallas Freeway	11,585	10,125	1,461	5,240	179	21.5	29%	42%	Intermediate
Micks' Gully	11,821	10,167	1,654	6,263	230	33.1	27%	42%	Intermediate
Powerline Glades	11,440	10,440	1,000	3,552	676	55.1	29%	43%	Intermediate Glade
Sneaky's	11,837	10,572	1,265	5,931	193	26.2	22%	29%	Low Intermediate
Sneaky's Glade	11,513	10,708	805	3,467	332	26.4	24%	31%	Intermediate Glade
Jack of Hearts	10,719	10,523	197	689	160	2.5	30%	30%	Intermediate
Powderhorn	10,565	8,253	2,312	9,081	146	30.4	27%	56%	Expert
Lower Banzai	9,820	8,895	926	3,865	217	19.2	25%	42%	Intermediate
Cabin	9,766	8,933	833	3,414	274	21.5	25%	45%	Intermediate
Coney Glade	10,096	9,748	348	1,288	466	13.8	28%	39%	Intermediate
Blue Grouse	9,667	8,855	812	3,650	299	25.0	23%	44%	Intermediate
Velvet Falls	9,614	8,857	757	3,348	225	17.3	23%	38%	Intermediate
Nor Way	9,201	9,073	127	756	63	1.1	17%	25%	Low Intermediate
Hal's Hollow	9,580	8,980	600	2,514	195	11.2	25%	40%	Intermediate
Scooper	9,507	9,008	499	2,333	214	11.5	22%	37%	Intermediate
Dawdler	9,638	8,714	924	6,685	194	29.7	14%	28%	Novice
Fanny Hill	8,899	8,462	437	3,175	251	18.3	14%	17%	Novice
Lunchline	10,117	9,428	689	4,784	144	15.9	15%	34%	Low Intermediate
Moonshine	10,191	9,416	775	3,436	205	16.2	23%	47%	Advanced Intermediate
Ute Chute	10,334	9,710	624	1,846	168	7.1	36%	45%	Advanced Intermediate
Fast Draw	10,435	10,036	399	1,103	120	3.0	39%	44%	Intermediate
Max Park	10,579	9,858	721	4,145	423	40.3	18%	43%	Intermediate
Sunnyside	10,609	9,943	666	2,600	122	7.3	27%	44%	Intermediate
Banzai Ridge	10,575	9,854	721	3,267	146	11.0	23%	32%	Low Intermediate
Monks Hood	9,895	9,544	351	2,002	84	3.8	18%	30%	Low Intermediate
Promenade	10,561	9,562	998	2,997	253	17.4	36%	46%	Advanced Intermediate



Trail Area/Name	Top Elev. (ft)	Bot. Elev. (ft)	Vert. Rise (ft)	Slope Length (ft)	Avg. Width (ft)	Slope Area (acres)	Avg. Grade (%)	Max Grade (%)	Ability Level
Zugspitze	10,552	9,420	1,133	3,694	181	15.4	32%	47%	Advanced Intermediate
Slot Upper	10,603	9,443	1,160	3,534	276	22.4	35%	45%	Advanced Intermediate
Slot Lower	9,437	8,228	1,209	5,390	285	35.2	23%	47%	Advanced Intermediate
Wildcat	10,484	9,124	1,360	4,959	145	16.5	29%	45%	Intermediate
Howler Upper	10,009	9,593	416	1,184	84	2.3	38%	47%	Advanced Intermediate
Howler Lower	9,488	9,450	38	367	52	0.4	10%	17%	Advanced Intermediate
Bearclaw	10,046	8,226	1,820	6,546	256	38.5	29%	51%	Advanced Intermediate
Campground	10,621	8,223	2,398	8,510	201	39.2	30%	53%	Advanced Intermediate
Split Tree	11,260	9,909	1,351	4,854	659	73.5	29%	58%	Expert Glade-Gated
Rio	11,309	9,976	1,334	4,671	483	51.8	30%	51%	Expert Glade-Gated
A-Line	11,281	9,105	2,176	10,736	302	74.4	21%	48%	Expert Glade-Gated
Long Shot	11,325	8,121	3,204	16,529	282	107.1	20%	47%	Advanced Intermediate
Black Saturday Bowl	10,912	10,343	569	1,952	484	21.7	31%	66%	Chute/Bowl-Gated
Burns Cliffs	11,060	10,793	267	551	415	5.3	57%	83%	Chute/Glade-Gated
Buttermilk	10,953	10,484	469	1,484	490	16.7	34%	65%	Expert Glade-Gated
Cirque Cornice	12,219	11,836	383	1,422	570	18.6	28%	44%	Chute/Bowl-Gated
Coyote Hollow	11,716	10,850	866	3,461	497	39.5	26%	42%	Expert Glade-Gated
Coyote Knob	11,865	11,698	168	390	567	5.1	48%	54%	Chute/Bowl-Gated
East 1 & 2	11,765	11,299	466	1,515	461	16.0	33%	54%	Chute/Bowl-Gated
Glade 1	10,534	10,213	320	632	250	3.6	59%	65%	Expert Glade-Gated
Glade 2	10,482	10,197	285	569	190	2.5	58%	62%	Expert Glade-Gated
Glade 3	10,412	10,172	240	485	221	2.5	57%	61%	Expert Glade-Gated
Hanging Valley Headwall	11,888	11,520	368	1,088	217	5.4	37%	83%	Chute/Bowl-Gated
Hanging Valley Runout	10,273	10,094	179	1,213	308	8.6	15%	22%	Chute/Bowl-Gated
Little Headwall	12,027	11,863	164	543	564	7.0	32%	58%	Chute/Bowl-Gated
North Woods	10,914	10,619	295	975	999	22.4	32%	43%	Chute/Bowl-Gated
Old Man Basin	11,403	11,149	255	791	248	4.5	34%	50%	Chute/Bowl-Gated
Pitch in the Valley	11,129	10,806	323	1,012	317	7.4	34%	56%	Expert Glade-Gated
Possible	11,591	11,503	88	339	65	0.5	28%	40%	Chute/Bowl-Gated
Possible Basin	11,460	11,096	364	745	374	6.4	57%	86%	Chute/Bowl-Gated
Ptarmigan Draw	12,089	11,772	317	1,292	299	8.9	25%	33%	Chute/Bowl-Gated
Rayburns Chute and Bowl	11,040	10,835	206	598	312	4.3	37%	45%	Chute/Bowl-Gated
Strawberry Patch	10,944	10,567	377	701	157	2.5	64%	75%	Chute/Bowl-Gated

Trail Area/Name	Top Elev. (ft)	Bot. Elev. (ft)	Vert. Rise (ft)	Slope Length (ft)	Avg. Width (ft)	Slope Area (acres)	Avg. Grade (%)	Max Grade (%)	Ability Level
Sun Kiss Glades	11,276	10,910	366	916	373	7.9	44%	66%	Chute/Glade-Gated
Sunspot	10,731	10,453	278	906	501	10.4	32%	41%	Chute/Glade-Gated
Union	10,756	10,295	461	1,211	324	9.0	42%	68%	Bowl/Glade-Gated
Valley Valley	11,173	10,801	372	910	284	5.9	45%	58%	Chute/Bowl-Gated
Wall 1	11,166	10,307	859	2,282	314	16.4	41%	83%	Chute/Bowl-Gated
Wall 2	11,058	10,649	409	736	132	2.2	67%	73%	Chute/Bowl-Gated
Waters	10,555	10,155	400	1,201	278	7.7	36%	66%	Expert Glade-Gated
West 1&2	11,896	11,527	369	968	165	3.7	42%	73%	Chute/Bowl-Gated
Castle Glade	11,352	10,780	572	1,380	286	9.0	51%	74%	Expert Glade-Gated
Long Shot Glade	10,471	9,663	808	3,100	210	15.0	24%	31%	Intermediate Glade
Upper Green Cabin Glade	11,116	10,750	366	1,870	187	8.0	31%	35%	Intermediate Glade
P1	10,635	8,751	1,884	8,218	87	16.4	24%	43%	Intermediate
P2	10,333	10,033	300	782	110	2.0	42%	65%	Expert
P3	10,217	9,260	957	3,128	128	9.2	32%	41%	Intermediate
P4	9,347	8,977	370	1,651	74	2.8	23%	50%	Advanced Intermediate
P5	10,364	9,715	649	2,555	119	7.0	26%	41%	Intermediate
P6	10,098	9,938	160	437	157	1.6	39%	54%	Advanced Intermediate
P7	9,556	9,131	425	2,012	99	4.6	22%	45%	Intermediate
P8	9,449	9,181	268	988	109	2.5	28%	45%	Intermediate
P9	9,098	9,056	42	467	43	0.5	9%	12%	Novice
P10	10,720	10,578	142	466	88	0.9	32%	45%	Intermediate
P11	9,638	9,577	61	512	45	0.5	12%	12%	Intermediate
Alpine Springs Glades						145.0			Intermediate Glade
Bonzai Glades						4.0			Intermediate Glade
Wildcat Glades						10.0			Expert Glade-Gated
Frog Pond Glades Expansion						10.0			Intermediate Glade
Burnt Mountain Glades						100.0			Expert Glade-Gated
Sneaky's Glade Extension						45.0			Intermediate Glade
TOTAL				472,226		3,003			

* The 2015 DN/FONSI approved 84 acres of new/improved glading. Of this, approximately 11 acres remain unimplemented



To facilitate emergency skier evacuations from the eastern portion of the Burnt Mountain area, an approximately 500-foot section at the mid-point of the existing egress route would be graded to create a 30-foot-wide, groomable bench. Negotiating this trail segment with a toboggan currently adds several minutes to the amount of time it takes ski patrol to evacuate an injured skier from the Burnt Mountain area.

b. Elk Camp Gondola

Several additional trails (labelled “P7”, “P8”, and “P9”) are planned to be cut in the terrain area between the top terminal of Elk Camp gondola and the bottom terminal of Alpine Springs. P7 and P8 will be intermediate infill trails between *Adam’s Avenue* and *Galavant*. These two trails will add a total of 7 acres. P9 will be a 0.5 acre novice cutoff skiway from *No Name* below the *Galavant* run. This run allows novice skiers and riders to take a more moderate route to Alpine Springs without adding to traffic on *Galavant*. Together these three runs are intended to reduce congestion for skiers circulating between Elk Camp and Alpine Springs as well as limiting

end-of-day congestion on *Adam’s Avenue* and *Middle Funnel*.

In addition to new trails in the Elk Camp area, a trail improvement project is planned on *Funnel*. The project is planned to fill a compression downhill from the work road that intersects the trail. This would reduce the amount of snow required to produce a quality surface on *Funnel* and improve the skiing experience, as this location can be a terrain trap for beginners.

c. Alpine Springs/High Alpine

Three new trails are planned to be cut north of Hanging Valley, near the top terminal of Alpine Springs. The uppermost, “P10”, is a one acre cut from *The Edge* to the top terminal of Alpine Springs lift. This cutoff will allow skiers and riders on *The Edge* to access the High Alpine Restaurant and lap High Alpine lift.

“P5” is a seven-acre intermediate run which extends uphill from *Slider*, primarily accessed from *Turkey Trot*. P5 will also be accessible from *Naked Lady* via the advanced intermediate “P6” cutoff trail. These additions

will provide additional trail variety and downhill capacity for guests lapping Alpine Springs.

d. Sam's Knob/ Village Express

A 0.5-acre trail cut, "P11", is planned between the Village Express mid-station and the top of the halfpipe to the west. This will improve access to the halfpipe for park skiers coming from the Village Express mid station.

e. Dawdler Beginner Area

The existing cleared terrain to the west of the Village Express mid-station is planned to be repurposed into a new beginner learning area. As discussed above two new lifts would be installed. In addition, parts of the terrain are planned to be re-graded to enable a comfortable progression for beginners, from a smooth 10% grade adjacent to Dawdler I to moderately more varied and challenging runs graded at 15% and 17% off Dawdler II. In addition to the skiing enhancement projects, Dawdler Bowl is anticipated to have a warming hut, a small food & beverage operation, and restrooms to serve the guests using the beginner area. In all, approximately 5 acres of terrain is planned to be graded, while between one and two acres of forested terrain is planned to be cut to accommodate lifts and terrain.

f. Terrain Distribution by Ability Level

This terrain distribution analysis considers the 1,645 acres within the developed terrain network at Snowmass and does not change significantly from existing conditions. The ideal breakdown of trail capacity by ability level should align with percentages of skiers by ability level, based on the regional destination skier market. The terrain classification breakdown of the Upgrade Plan developed terrain is set forth in Table VI-3. The last column in this table represents what can be considered the ideal skill level distribution in the relevant market and provides a comparison with the planned conditions.

The terrain improvements included in the Upgrade Plan are designed to improve mountain circulation and alleviate areas of congestion. The terrain distribution by ability levels, as shown in Chat VI-1, is relatively unchanged from existing conditions. Since most of the new terrain would be rated novice, low intermediate or intermediate, there would be a slight increase to these percentage and a slight decrease in advanced intermediate terrain. The lower percentages for the advanced intermediate and expert terrain are made up for by the extensive undeveloped terrain at Snowmass.

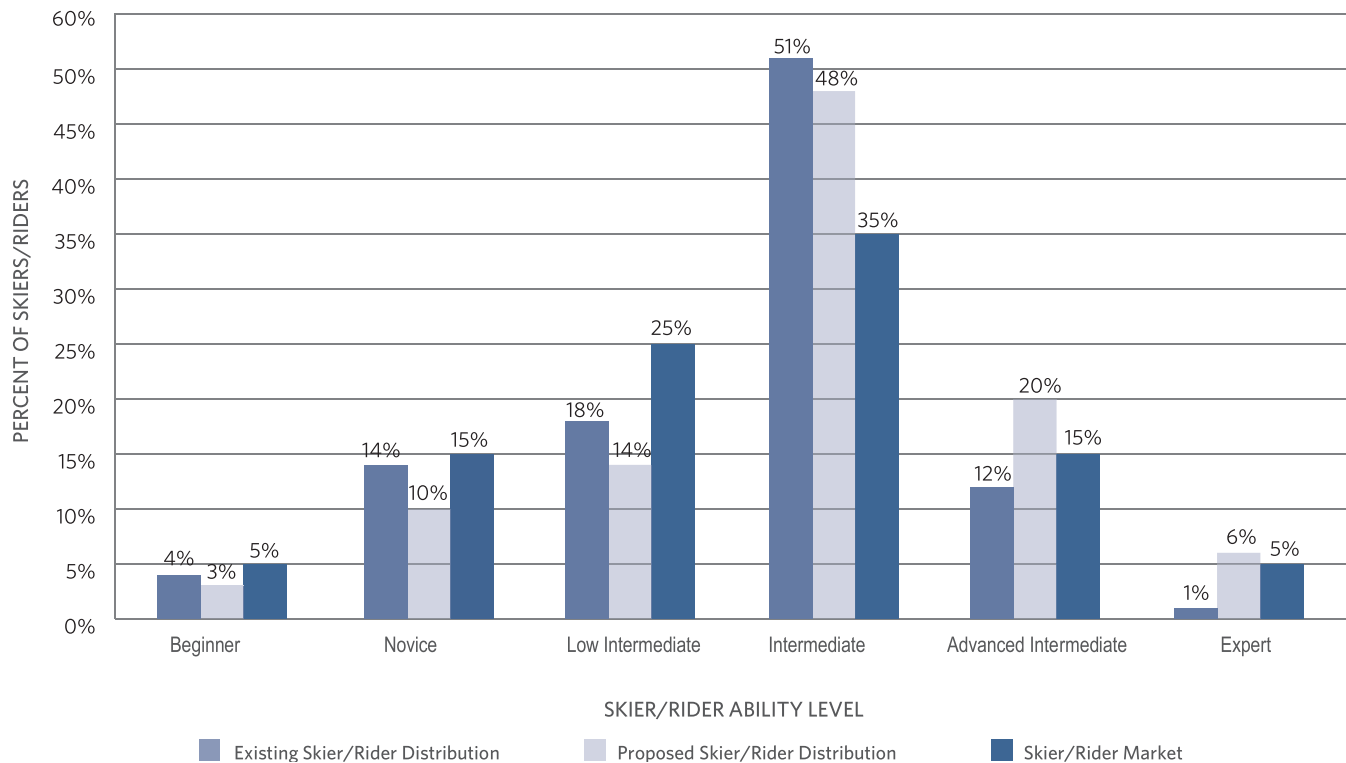
Table VI-3. Developed Developed Terrain Distribution by Ability Level – Upgrade Plan

Skier/Rider Ability Level	Trail Area (acres)	Skier/Rider Capacity (guests)	Actual Skier/Rider Distribution (%)	Relevant Skier/Rider Market (%)
Beginner	14	353	3%	5%
Novice	109	1,303	13%	15%
Low intermediate	219	1,754	17%	25%
Intermediate	848	5,085	50%	35%
Advanced	403	1,613	16%	15%
Expert	53	106	1%	5%
TOTAL	1,646	10,218	100%	100%

Source: SE Group



Chart VI-1. Developed and Undeveloped Terrain Distribution by Ability Level – Upgrade Plan



Source: SE Group

3. Undeveloped and Gladed Expert Terrain

Undeveloped terrain is an important component of Snowmass. The topography within the SUP area includes steeps, chutes, bowls, and glades intermingled within, and outside of, the developed and maintained terrain network.

Undeveloped and gladed terrain will continue to be offered extensively at Snowmass. With the addition of the Burnt Mountain lift, a significant amount of existing hike-to terrain will become lift-served.

a. Lift Accessed Undeveloped, but Maintained, Terrain

This type of terrain accounts for an existing 1,144 acres. These areas are detailed in Table VI-2 and include maintained open bowls, areas that have been specifically thinned for glades, and chutes. In the Alpine Springs terrain, 145 acres of glading is planned to accompany other developed terrain improvements. Another 100 acres of glades on Burnt Mountain is also planned. The remaining acreage are smaller glading areas of *Castle*,

Bonzai, *Wildcat*, *Sneaky's*, *Powderhorn*, and *Frog Pond*. As a result, the total amount of this terrain would increase to 1,358 acres.

Planned glading projects would complement and incorporate previously-approved forest health treatment unit prescriptions from the 2011 Forest Health DN. Treatment unit prescriptions in areas with planned glading include salvage cutting (partial cut), partial cut (remove all conifer), partial cut (remove all lodgepole pine), shelterwood cutting (partial cut), and small clearcuts within thinning (partial cut). Implementation of the planned glading projects would improve terrain variety and the recreational experience for guests of the National Forest, while also improving the health of forest stands which have deteriorated regionally due to a combination of problems such as mountain pine and spruce beetle infestations, aspen decline, dwarf mistletoe, and past drought. The reader is referred to Appendix C for a map of the previously-approved treatments from the 2011 Forest Health EA. Additional information about each treatment unit is provided in the 2011 Forest

Health EA. The 2015 DN/FONSI approved 84 acres of gladed terrain, of which approximately 11 acres remain unimplemented.

Table VI-4 summarizes the upgraded maintained, undeveloped terrain at Snowmass. Chart VI-1, meanwhile, shows the skill-level distribution of developed and undeveloped but maintained terrain, combined. Note that the chart shows a greater proportion of advanced and expert terrain than Table VI-3 due to the inclusion of undeveloped terrain.

Table VI-4. Undeveloped Terrain – Upgrade Plan

Terrain Type	Trail Area (acres)
Chutes/Bowls (Gated)	325
Bowls/Glades (Gated)	148
Chutes/Glades (Gated)	35
Advanced/Expert Glades (Gated)	442
Intermediate Glades	308
Additional Burnt Mountain Glades	100
TOTAL	1,358

Source: SE Group

b. Densely-treed and Less Accessible Areas

This consists primarily of the natural (non-thinned or maintained) forested areas between the defined skiing areas and ski runs, and also accounts for some of the less accessible open areas in the upper parts of the mountain. This total decreases as other areas become more developed. These areas will total 338 acres of terrain.

Table VI-5 summarizes the terrain at Snowmass, by category, under the Upgrade Plan.

Table VI-5. Terrain Summary – Upgrade Plan

Terrain Type	Existing Conditions (acres)	Upgrade Plan (acres)
Developed	1,490	1,646
Lift Accessed Undeveloped (but maintained)	1,144	1,358
Densely Treed/Less Accessible	708	338
TOTAL	3,342	3,342

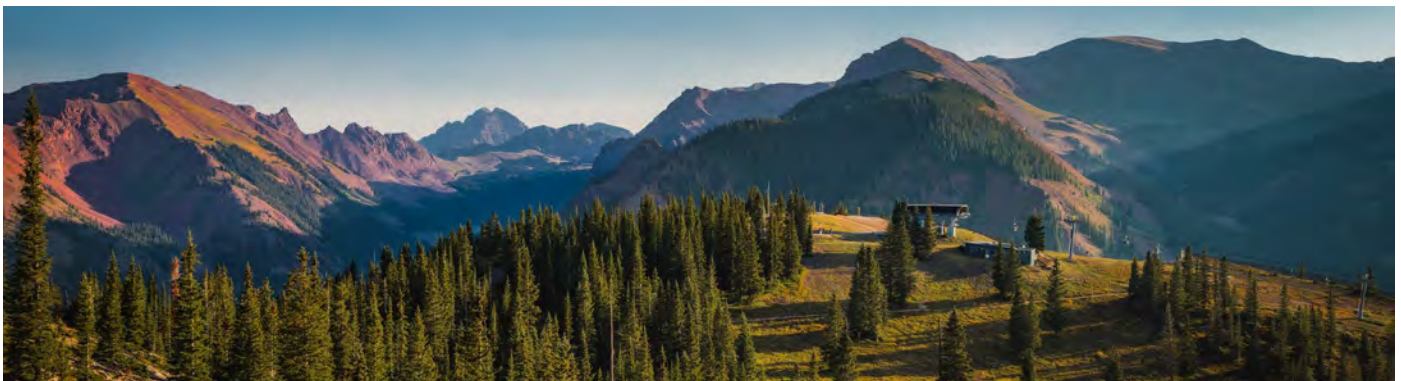
Source: SE Group

4. Terrain Parks

As described in Chapter IV, Snowmass currently builds terrain parks throughout the resort to offer skiers and riders of all abilities the chance to improve their freestyle skills. The resort plans on continuing this practice as conditions warrant, in locations that are appropriate based on the varying and evolving needs of park users.

5. Snow Tubing

The existing snow tubing site is planned to be re-worked and re-configured to allow for additional lanes of tubing and potentially extension of the existing lanes. This project would be undertaken simultaneously with the Bear Bottom carpet realignment and extension described above. Reconfiguring the tubing park in this way will create a more exciting experience that will be able to accommodate more guests





6. Uphill Travel

Climbing uphill on skis rather than riding a lift (“Uphilling”) has become increasingly popular over the past decade. In order to provide the best and safest guest experience, new uphill trail routes will be proposed that are more isolated from the traditional downhill ski trails. These trails may be within the forests and may require limited timber removal.

D. PLANNED CAPACITY ANALYSIS

1. Comfortable Carrying Capacity

As detailed in Chapter IV, the existing CCC for Snowmass is calculated at 12,500. Under the Upgrade Plan, the CCC would increase, as detailed in Table VI-6, and has been calculated at 14,820 guests per day. The planned increase in CCC results primarily from

upgrading 4-person lifts to 6-person chairlifts, but also is caused by increasing the capacity of Village Express (from 6-person chair to 10-person gondola) and installation of the Burnt Mountain lift. The increase in CCC will be incremental over the life of this MDP with each lift replacement or upgrade.

2. Previous MDP Comparison

The 2015 MDP contemplated an upgraded CCC of 13,600 guests per day. The planned CCC in this document is 14,820 guests, slightly higher than the previous planned CCC. This increase in upgrade CCC compared to previous plans can be attributed to additional lift capacity across the mountain and a new beginner area. These improvements will relieve base area congestion by reducing guest wait times and will create a better beginner experience by increasing the quantity and quality of beginner terrain.



Table VI-6. Comfortable Carrying Capacity – Upgrade Plan

Lift Name, Lift Type	Slope Length (ft)	Vertical Rise (ft)	Actual Design Capacity (guests/hr)	Oper. Hours (hrs)	Up-Mtn. Access Role (%)	Misload/ Lift Stop (%)	Adjusted Hourly Cap. (guests/hr)	VTF/Day (000)	Vertical Demand (ft/day)	CCC (guests)
Two Creeks/DC4	9,874	1,700	2,400	7.0	75	5	480	5,713	13,739	420
Assay Hill/C4	1,438	197	1,200	7.0	25	10	780	1,078	3,626	300
Elk Camp Gondola Full/DG8	8,659	1,371	1,961	7.0	50	5	883	8,471	9,523	890
Elk Camp Gondola Upper/DG8	7,499	1,277	654	7.0	20	5	490	4,381	10,117	430
Elk Camp/DC6	7,559	1,540	2,800	6.5	0	5	2,660	26,635	14,150	1,880
Meadows/C4	1,304	112	1,200	6.5	0	15	1,020	745	2,222	340
Meadows Sunkid/C	235	21	600	6.5	0	5	570	78	1,259	60
Alpine Springs/ DC6	7,164	1,518	3,000	7.0	10	5	2,550	27,097	15,590	1,740
High Alpine/DC4	5,622	1,666	1,800	6.5	0	5	1,710	18,518	28,950	640
Cirque Lift/S	3,981	786	1,000	6.0	0	10	900	4,247	14,108	300
Sheer Bliss/DC4	9,283	2,207	2,000	7.0	10	5	1,700	26,262	21,337	1,230
Big Burn/DC6	7,639	1,982	2,800	7.0	0	5	2,660	36,905	19,852	1,860
Coneygame/DC6	7,399	1,542	2,800	7.0	60	5	980	10,578	17,501	600
Dawdler Conveyor I/C	496	48	600	7.0	0	5	570	192	1,833	100
Dawdler Conveyor II/C	488	80	600	7.0	0	5	570	319	3,100	100
Village Express Full/DG10	10,041	2,154	2,412	7.0	40	10	1,206	18,181	16,056	1,130
Village Express Lower/DG10	6,234	1,200	1,188	7.0	40	10	594	4,991	9,285	540
SkyCab/FG6	1,069	146	530	7.0	100	0	0	0	0	0
Treehouse Sunkid/C	80	5	720	7.0	0	5	684	24	358	70
Scooper Lift/P	876	227	428	7.0	0	10	385	613	7,073	90
Sam's Knob/DC4	3,869	1,199	1,800	6.5	0	5	1,710	13,331	25,736	520
Campground/C2	4,730	1,435	664	6.0	0	10	598	5,146	21,371	240
Burnt Mountain/ DC4	11,596	2,733	1,800	6.0	0	5	1,710	28,036	20,999	1,340
TOTAL:	117,642		35,557				25,410	241,541		14,820

Source: SE Group

C = carpet conveyor / T-Bar = T-Bar lift / S = surface lift

C2 = fixed-grip double chairlift / C4 = fixed-grip quad chairlift

DC4 = detachable quad chairlift / DC6 = detachable six-passenger chairlift

PG6 = six-passenger pulse gondola / DG8 = eight-passenger gondola / DG10 = ten-passenger gondola

Bear Bottom Sunkid lift, which does not contribute to skier/rider capacity, is not shown in this table



3. Density Analysis

As discussed in Chapter IV, an important aspect of resort design is the balancing of uphill lift capacity with downhill trail capacity. Trail densities are derived by contrasting the uphill, at-one-time capacity of each lift system (CCC) with the trail acreage associated with each lift pod. The trail density analysis considers only the acreage associated with the developed trail network. The density analysis for the Upgrade Plan is illustrated in Table VI-7.

Table VI-7 shows that the overall existing density of 5 skiers-per-acre will remain similar to existing conditions. This indicates that the lift and trail upgrades are balanced well with each other.

4. Lift and Terrain Network Efficiency

As discussed in Chapter IV, overall resort efficiency is becoming an increasingly important factor in the industry, relating not only to energy/operational efficiency, but also to efficiency of the design and layout of the resort. The idea behind resort design efficiency is to have a well-balanced lift and trail network (i.e., the uphill lift capacity balances with the downhill trail capacity that it serves) that is efficiently served by the fewest number of lifts possible, while maintaining desired CCC rates, circulation routes, and service to the full spectrum of ability levels and types.

a. Lift Network Efficiency

As discussed in Chapter IV, this document analyzes Lift Network Efficiency by calculating the average CCC per lift. Optimally, and in general, the average CCC per lift would likely be close to 1,000. Industry-wide, the average CCC per lift is approximately 650. The existing average CCC per lift at Snowmass is well above average at 738, meaning that Snowmass rates very well in terms of lift network efficiency—almost at the ideal target mark. With the addition of the planned lifts, the average would decrease slightly to 706, still well above the industry average.

b. Terrain Network Efficiency

As discussed in Chapter IV, Terrain Network Efficiency refers to the amount of effort required to properly maintain a resort's terrain. From this standpoint, the most efficient scenario is to have a quantity of terrain that closely meets the target density requirements. As discussed, ASC has a policy to intentionally maintain lower trail densities than industry standards to ensure the higher quality experience expected by its destination guests. Also as discussed in Chapter IV, an effective way to review terrain efficiency is to interpret the density analysis. Under the Upgrade Plan, the overall "Density Index" figure would increase from the existing figure of 64% to 72%. This represents an improvement in efficiency, while still maintaining an excellent, low density, ski experience.



Table VI-7. Density Analysis – Upgrade Plan

Lift Name, Lift Type	CCC (guests)	Guest Dispersal				Density Analysis				Density Index (%)
		Support Fac./ Milling (guests)	Lift Lines (guests)	On Lift (guests)	On Terrain (guests)	Terrain Area (acres)	Terrain Density (guests/ac)	Target Trail Density (guests/ac)	Diff. (+/-)	
Two Creeks/DC4	420	105	8	72	235	46.6	5	6	-1	83%
Assay Hill/C4	300	75	39	62	124	20.9	6	12	-6	50%
Elk Camp Gondola Full/ DG8	890	223	44	169	454	69.5	7	9	-2	78%
Elk Camp Gondola Upper/ DG8	430	108	25	245	52	18.9	3	9	-6	33%
Elk Camp/DC6	1,880	470	222	305	883	194.9	5	7	-2	71%
Meadows/C4	340	85	51	74	130	13.4	10	25	-15	40%
Meadows Sunkid/C	60	15	14	14	17	0.7	24	25	-1	96%
Alpine Springs/ DC6	1,740	435	128	277	900	211.4	4	6	-2	67%
High Alpine/DC4	640	160	29	160	291	106.1	3	4	-1	75%
Cirque Lift/S	300	75	45	100	80	35.8	2	8	-6	25%
Sheer Bliss/DC4	1,230	308	85	239	598	139.9	4	5	-1	80%
Big Burn/DC6	1,860	465	89	308	998	172.5	6	6	0	100%
Coneygame/DC6	600	150	33	110	307	47.6	6	6	0	100%
Dawdler Conveyor I/C	100	25	10	29	36	0.9	40	25	15	160%
Dawdler Conveyor II/C	100	25	10	29	36	2.5	14	12	2	117%
Village Express Full/DG10	1,130	283	25	231	591	137.1	4	7	-3	57%
Village Express Lower/DG10	540	135	0	0	405	76.5	5	9	-4	56%
Treehouse Sunkid/C	70	18	23	11	18	0.9	20	25	-5	80%
Scooper Lift/P	90	23	13	16	38	5.7	7	6	1	117%
Sam's Knob/DC4	520	130	86	110	194	63.2	3	5	-2	66%
Campground/C2	240	60	20	86	74	124.2	1	4	-3	25%
Burnt Mountain/ DC4	1,340	335	86	330	589	156.2	4	5	-1	88%
TOTAL:	14,820	3,708	1,085	2,977	7,050	1,646	5	7	-2	73%

Source: SE Group



E. UPGRADED GUEST SERVICES FACILITIES, FOOD SERVICE SEATING AND SPACE USE ANALYSIS

1. Guest Services

Snowmass is planning five guest service projects as a part of this MDP—improvements to the Lynn Britt Cabin and the Spider Sabich Picnic/Race Arena, an expansion planned for Sam's Restaurant, an expansion and redevelopment of Ullrhoff Restaurant, and a new guest service facility at the base of Alpine Springs. Up4Pizza is also planned to have a minor deck and interior dining space expansion if existing utilities allow for added capacity. The guest service facilities will be modernized to meet current guest expectations.

a. Gunner's View Restaurant

A new restaurant is planned in the Elk Camp lift pod. The goal is to provide a guest service facility with 100 indoor and 100 outdoor seats. The site was chosen due to the need for more seats on the eastern portion of the mountain. Additional on mountain guest service space would take pressure off of Elk Camp Restaurant. The new restaurant is planned to be located on the western side *Gunner's View* trail in the current location of the wooden structure.

b. Beginner Magic Area/ Lost Forest Headquarters

An expansion is planned for the Beginner Magic Area/ Lost Forest Headquarters building located at the top of the Elk Camp gondola. The expansion will provide additional guest service space to accommodate winter and summer activities in the Elk Camp area. The expansion includes a covered, open-air training area for beginner skiers during the winter, storage and administrative space for expanded summer activities, and a rooftop deck for winter and summer use. The expansion will be approximately 3,000 square feet in size.

c. Lynn Britt Cabin and Spider Sabich

The Lynn Britt Cabin and the Spider Sabich Picnic/Race Arena areas will be modified. These existing facilities are situated on private land. Currently the Lynn Britt Cabin functions as a table service lunch and snow-cat accessed dinner restaurant location. The improvements focus on

outdoor spaces with an expanded deck and potentially a more permanent barn structure. Restrooms and some back of house spaces are also planned for remodel.

The Spider Sabich facility primarily serves as an outdoor picnic area for visiting ski club events usually associated with a racing event, or other group events. This facility is planned to be remodeled to provide a more versatile and appealing facility to better serve the existing uses. A grab and go or faster food service is planned in addition to the ski club events.

d. Sam's Restaurant

With the Village Express gondola installation, Sam's Restaurant is anticipated to be a popular destination for both skiers and non-skiers in the winter, as well as in the summer. Sam's is planned to receive dining room and deck expansions. The dining room expansion includes approximately 50 more seats and additional back of house space. The existing conditions analysis shows a need for more seating at Sam's Restaurant.

The Village Express gondola will also allow for nighttime service and events at Sam's Restaurant. The deck is a key component to provide a quality guest experience on the mountain in an outdoor environment, while still providing necessary services for an event as well as maintaining a brown-bag seating area.

e. Ullrhoff Restaurant

The Ullrhoff Restaurant will be expanded and redeveloped, as additional seating on the west side of the mountain has been identified as a need. Ullrhoff was determined the best location to add seats in this area. Some of the existing structure would be used in the design with the expansion extending to the west by approximately 28,000 square feet. A third level will be added with entry from the trail occurring upslope of the existing structure, and the restaurant will expand out over the deck on the first and second levels. This will add an additional 250 to 500 seats.

During Ullrhoff's redevelopment, a temporary facility is planned to provide food and beverage services in its place. The facility would be located in the vicinity of the Big Burn lift bottom terminal.

f. High Alpine Restaurant

The High Alpine Restaurant is planned for a back of house remodel to promote efficiency of energy and space.

g. Alpine Springs

A new restaurant is planned at the base of the Alpine Springs lift. The goal would be to provide a guest service facility for 400 people in a two-level building. The site was chosen due to ease of access from almost every lift on the mountain. Additional on mountain guest service space is needed in this location to take pressure off of

Elk Camp, Ullrhof and High Alpine Restaurants. The restaurant is planned to be located on the uphill side where Naked Lady and Slider meet, nestled into the woods. This location allows skiers to easily access the Alpine Spring lift maze after using the facility.

h. Wapiti Wildlife Center/Elk Camp Ski Patrol

The Wapiti Wildlife Center at the summit of Elk Camp lift is planned to be either rebuilt, renovated, or relocated depending on future planning. Space planning may require that a utility corridor be extended to this facility.





2. Space Use Analysis

A distribution of CCC is utilized to determine guest service capacities and space requirements for guest services at base area portals and on-mountain facilities. The CCC should be distributed between each guest service facility location according to the number of guests that would be utilizing the lifts and terrain associated with each facility. Sufficient guest service space should be provided to accommodate the planned CCC of 14,820 guests per day.

Table VI-8 addresses the Upgrade Plan's space use needs at the base area and on-mountain facilities, under the upgraded CCC. The space recommendations are directly related to the distribution of the resort's capacity to the various guest service facilities located in the base area and on-mountain. The tables show recommended size

ranges for the facilities, based on industry averages for space use by service function.

3. Food Service Seating

Seating and restaurant space recommendations are directly related to the lunchtime capacity. The lunchtime capacity is determined by the distribution of each lift pod's CCC. It is assumed that guests would prefer to dine at the facility closest to the area where they are skiing. To allow for this convenience, it is important to provide restaurant seating to accommodate the lunchtime capacity requirement of the area. Restaurant seating should be supplied per the recommendations in the following table.

As indicated in Table VI-9, Snowmass shows an overall surplus of restaurant seats; however, the areas of surpluses and deficiencies for the restaurant seating

Table VI-8. Industry Average Space Use – Upgrade Plan

Service Function	Recommended Range (sq. ft.)	
	Recommended Low Range	Recommended High Range
Base Village/Snowmass Mall	130,290	167,430
Two Creeks Café	6,833	8,705
Elk Camp Restaurant	31,080	39,510
Sam's Restaurant	5,910	7,510
Ullrhhof Restaurant	15,020	19,130
High Alpine Restaurant	25,540	32,500
Spider Sabich Picnic Area	1,690	2,140
Lynn Britt Cabin	1,960	2,490
Lizard Lodge	3,010	3,830
Up 4 Pizza	7,260	9,230
Alpine Springs	26,260	33,400
Gunner's View	4,100	5,210
TOTAL RESORT	257,843	329,695

Source: SE Group

Table VI-9. Recommended Restaurant Seating - Upgrade Plan

	Base Village SM Mall	Two Creeks Café	Elk Camp Rest.	Sam's Rest.	Ullrhof Rest.	High Alpine Rest.	Spider Sabich Picnic Area	Lynn Britt Cabin	Lizard Lodge	Up 4 Pizza	Alpine Springs	Gunner's View	Total Resort
Lunchtime Capacity (CCC + other guests)	4,117	583	2,552	871	1,280	2,176	144	167	257	618	2,237	349	15,351
Average Seat Turnover	3.5	6.0	3.5	2.0	3.0	3.5	4.0	2.0	2.5	7.0	3.5	3.5	
Existing Indoor Seats	1,084	81	395	180	259	678	0	65	80	60	--	--	2,882
Existing Outdoor Seats	640	56	150	50	509	150	250	50	50	40	--	--	1,945
Existing Total Seats	1,724	137	545	230	768	828	250	115	130	100	--	--	4,827
Required Seats	1,176	97	729	436	427	622	36	84	103	88	639	100	4,536
Difference	548	40	-184	-206	341	206	214	32	27	12	-639	-100	391

Source: SE Group

CCC + other guests is accounting for the non-skiing guests who come to Snowmass with larger groups or families that use the guest service facilities just as the skiing guest does. Other guests are being calculated at 5% of CCC.

analysis takes into account outdoor seating. On inclement weather days when the outdoor seating is less utilized, Elk Camp, Sam's, Alpine Springs, Ullrhoff Restaurant, Lynn Britt Cabin and Up4Pizza are all locations where indoor seating is deficient. For example, Ullrhoff Restaurant shows a surplus of 341 seats in Table VI-9 when accounting for the 509 existing outdoor seats. When only accounting for indoor seats, there is a 168-seat deficit at Ullrhof.

Three issues were identified in relation to food service seating: deficiencies of seats at Sam's Restaurant and the Elk Camp Restaurant, and an underutilization of the Ullrhof Restaurant. The expansion of Sam's Restaurant will address the deficiencies at this facility while the upgrade of the Village Express gondola and planned remodel/expansion should increase utilization of the Ullrhof Restaurant, as it will become easier for skiers from other sections of the ski area to access the restaurant, and the restaurant will be upgraded to reflect current standards of access, appearance, and functionality.

Additionally, the planned changes to The Lynn Britt Cabin and the Spider Sabich Picnic/Race Arena areas will increase utilization of those areas, taking pressure off of other restaurants. The area adjacent to the Big Burn lift maze has been identified as a potential location for a temporary structure to house a restaurant while the Ullrhof is under construction. In addition this same area has been identified as a permanent grill/picnic area for the general public.

Two new restaurants are planned to help disperse the pressure of the lunchtime period. The Alpine Springs Restaurant is planned at the base of the Alpine Springs lift. The new Gunner's View Restaurant is planned midway up Elk Camp lift on *Gunner's View* trail. The restaurant is planned to include 100 indoor and 100 outdoor seats.

With the planned replacement of the Village Express lift with a 10-person gondola, Sam's Restaurant will be accessible for non-ski related dining and events. As such, the facility is planned to be used for special events during the day and nighttime events and dining after the area is closed for skiing.



F. PLANNED PARKING CAPACITY

Approximately 200 additional parking spaces are planned in Base Village to account for new lodging development. It is assumed that 150 of these spaces will be used by lodging guests who will be skiing, which will increase parking capacity by 375 guests. The planned parking capacity of 15,278 guests, plus anticipated expanded use of public and private transit options, are anticipated to meet the slight increase in demand.

G. PLANNED RESORT OPERATIONS

1. Ski Patrol/First Aid

A new patrol duty station will be required as a component of the Burnt Mountain lift. The patrol station integrated into the Elk Camp Wildlife Center is planned to be improved as part of the previously approved renovation of that building. Additionally, the High Alpine patrol headquarters building is nearing the end of its life. When it is determined that the building must be renovated or replaced, Snowmass plans to consider alternate site locations to improve patrol access to terrain.

2. Snowmaking Coverage

The existing snowmaking system at Snowmass has the ability to make snow on 329 acres of terrain. Implementation of previously approved snowmaking coverage on *Turkey Trot* ski trail and new snowmaking coverage planned within the Elk Camp, Alpine Springs, and Big Burn terrain pods adds 146 acres of snowmaking coverage. These areas are shown on Figure VI-3. This would bring the total coverage up to 475 acres.

Additional on-mountain water storage is desired in order to more efficiently support the planned snowmaking system. As discussed in Chapter IV, the existing snowmaking system has the capacity to convert 377 acre-feet of water, or 101 million gallons of water per year. Applying coverage to 475 acres of terrain with an average coverage depth of about 18 inches will equate to a total volume of 389 acre-feet of water, or 127 million gallons of water per year. As a result, three additional on-mountain storage ponds are desired. The Slider Pond, the Lunkerville Pond, and the Big Burn Pond are planned to be added, as shown on Figure VI-3.

On-mountain storage ponds are vital to snowmaking efficiency as they allow the snowmaking system to take advantage of favorable weather windows. Significantly more water and power are required to make any given quantity of snow under unfavorable weather—generally speaking, warmer and more humid. During cold, low humidity conditions, a larger quantity of quality snow can be made using comparatively less water and power. However, to take advantage of these weather windows in the late fall, there must be a sufficient supply of water. If there is not enough water to supply the system during these favorable weather windows, then the system is not able to take advantage of them. For this reason, it is important to have sufficient quantities of water, in proximate locations to where the snow will be made (to avoid lengthy and inefficient pumping). As a result, the three additional on-mountain ponds are planned in the locations shown in Figure VI-3.

Improvements to the existing Primary Pumphouse and Alpine Springs Pumphouse, as well as construction of a new Elk Camp Pumphouse and Big Burn Pumphouse are also included in the planned snowmaking system. The planned pumphouses would provide the necessary pumping capacity to support the expanded snowmaking system.

Additional planned snowmaking infrastructure improvements include the following: 1) a new valve building within the Wapiti campus, 2) improvements to the Ullrhof valve house, and 3) a new valve house at the top of Alpine Springs chair near the fuel farm building.

3. Grooming

Some of the planned new terrain in Alpine Springs/Elk Camp, Burnt Mountain and Sam's Knob areas would be groomed.

4. Maintenance Facilities

A Village Express gondola cabin maintenance and storage facility will be constructed at the mid-station of the planned Village Express gondola. The building will be located on the northeast side of the mid-station terminal and will be approximately 40 feet by 60 feet. The building will be used to store roughly 15 gondola cabins and will have space for cabin maintenance and a wash bay. This structure may also house the lift operator's space.

A Big Burn chair storage building will be constructed near the bottom terminal of the Big Burn Express lift. The building will likely be built to the north of the lift's bottom terminal, where the former Big Burn bottom terminal was located. The storage building will have a footprint of about 9,000 square feet and will be connected to the Big Burn bottom terminal by a covered conveyor.

Two additional facilities will be construction on private lands in or adjacent to the Main Base Area. A Parks and Pipe Team shop facility is planned in the Cabin Cutoff area uphill of the existing paintball venue. The facility would be approximately 1,800 square feet in size and would include shop equipment as well as a restroom. An expansion is also planned for the existing locker room and office facility located uphill of the planned Coneygame lift bottom terminal.

Finally, one or two covered general use storage and maintenance facilities are planned to be constructed in the existing Boneyard area on USFS land.

5. Utilities

Two new utilities corridors are planned to provide services to upper mountain facilities. Water and sewer lines will be installed in *Sandy Park* run to supply the Wapiti campus at the top of the Elk Camp lift and the new Gunner's View Restaurant. This utility corridor will parallel a planned snowmaking line in *Sandy Park*. A second utility corridor is planned for installation in Sneaky's with water, sewer, and power lines from Sam's Knob to Up4Pizza. This utility corridor will parallel a planned snowmaking line in Sneaky's. The planned power line up Sneaky's will replace the existing overhead power lines in Powerline Glades, which will be removed. Additional planned utility upgrades include power lines to the Burnt Mountain summit for the planned Burnt Mountain lift, and additional power line facilities will be necessary for the snowmaking and storage pond additions and the Alpine Spring Restaurant.

6. Communications

Cell towers, broadband, data equipment, antennae, towers, and fiber optic line installations are planned to be added in various locations. The current cell phone coverage on Snowmass is sporadic at best and does not

meet the needs of visiting guests.

Snowmass is currently working with cellular service providers, as well as with local public agencies, to improve coverage. Service providers have preliminarily identified 10 potential sites, including on-mountain locations on NFS lands and base area locations on private lands, that, when combined, will greatly improve on-mountain cell phone coverage as well as coverage in the valley. Potential communications site locations are near the Boneyard Area, Divide Maintenance Facility, Big Burn top lift terminal, High Alpine Restaurant, Lynn Britt Cabin, Sam's Knob bottom lift terminal, Sam's Restaurant, Trestle Bridge, Two Creeks bottom lift terminal, and the Elk Camp Meadows area. Each location would require the implementation of either two 30 to 40 foot monopole towers or one 60 to 90 foot monopole tower. Site locations and equipment are subject to change given technological advances in communications infrastructure. Towers would be designed with natural colors in order to blend in with the surrounding environment. Fiber optic communication lines mounted on lift structures or buried in ski trails and mountain roads, along with equipment sheds and electrical utility connections are also planned to enhance cellular, broadband, and data infrastructure on the mountain.

7. Culinary Water and Sewer

Culinary water and sewer lines are planned for the new Alpine Springs Restaurant and the fine dining restaurant located near *Sandy Park* ski trail. Water for the Alpine Springs Restaurant will potentially be supplied from the main line that services the Elk Camp facilities or by water lines operated by the Snowmass Water and Sanitation District. The Big Burn lift maze temp restaurant & BBQ Grill/Picnic Area as well as the Dawdler Bowl food service/restrooms will be supplied by water and sewer lines. Finally, Snowmass plans to link Up4Pizza Restaurant to the resort's water system.



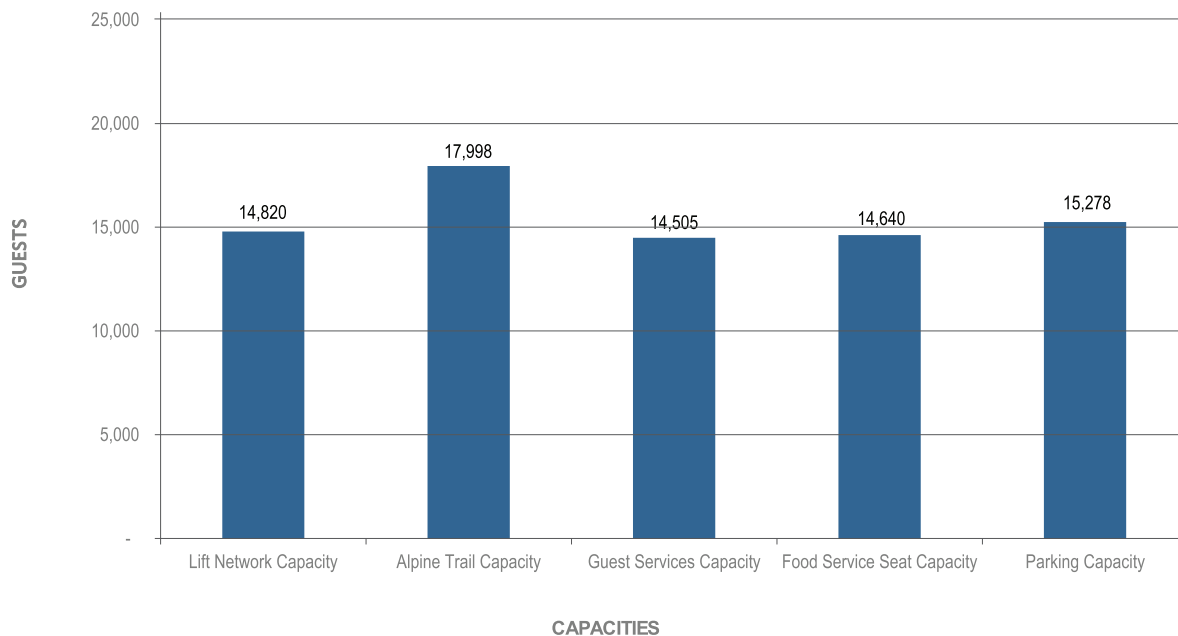
H. RESORT CAPACITY BALANCE AND LIMITING FACTORS

The overall balance of the existing resort is evaluated by calculating the capacities of the resort's various facilities and comparing those facilities to the resort's CCC. The upgraded capacities discussed above are shown in Chart VI-2.

Chart VI-2 indicates that most of Snowmass' capacities will remain fairly well-balanced. The surplus of terrain network capacity is reflected in low skier densities at Snowmass, does not present a particular issue, and is certainly not negative from guests' standpoint. When accounting for the number of guest service improvements and the RFTA Intercept P&R Lot, there is sufficient guest service space and restaurant seating, as well as parking and access capacity to access the resort.



Chart VI-2. Resort Balance - Upgrade Plan



Source: SE Group

I. SUMMER OPERATIONS

1. Summer and Multi-Season Offerings - Zones Concept

As discussed in Chapter II, Snowmass identified four characteristics (access, remoteness, naturalness, and infrastructure) to define the summer and multi-season setting and guest experience within different landscapes across the SUP area. The first step in the zone designation process was a careful consideration of the setting and the proximity to infrastructure supporting snow sports. Features such as watersheds, topography, vegetation structure, level of existing disturbance, and existing infrastructure were considered in establishing zone boundaries across the entire SUP area.

The exercise resulted in the creation of 21 areas unique in their location and/or features. The second step of the zone designation process was applying a score for each characteristic on a scale of 1 to 3, with 1 being the most disturbed and 3 being the least disturbed. Figure VI-5, Proposed Summer Zone Plan, illustrates the zone designation within the Snowmass SUP area.

Because summer and multi-season uses are continually being developed and activities that do not currently exist may be popular within the next several years, a list of compatible activities is provided for each zone. The intent

of the list of compatible activities is to allow for a certain amount of flexibility, since it is impossible to foresee exactly what new activities will be developed over this time. Snowmass will continue to work with the Forest Service to ensure that proposed summer and multi-season activities are suitable for the setting and desired experience within each zone.

a. Zone 1

Setting

The existing setting of Zone 1 is highly developed and disturbed. Within Zone 1, the built environment dominates the landscape. Within the context of the overall SUP area, the following summarizes the setting in Zone 1:

- Road access and roads are prevalent;
- Considerable human activity (people recreating and/or resort operations) occurs within and proximate to this setting—there is little to no feeling of remoteness;
- Terrain modifications (ground disturbance and vegetation removal) dominate the area; and
- Infrastructure, including chairlifts and buildings, are present.





Two areas within the Snowmass SUP were designated as Zone 1—the inner Elk Camp area and the summit of Sam’s Knob. For planning purposes, the Village Express bottom terminal area, located on adjacent private lands in the Main Base Area, was also designated as Zone 1. Planned projects within this area have similar desired experiences and compatible activities and facilities; however, are not subject to Forest Service review or oversight, as they are located on private lands.

Desired Experiences

Within Zone 1, guests are expected to encounter a high concentration of other guests. The level of development will reflect the current setting and function of these areas as hubs of activity and portals to other activities across the ski area. Most guests visiting Zone 1 will initially access it from private land via the Elk Camp gondola (to Elk Camp) and the Village Express (to Sam’s Knob). Within Zone 1, the concepts in the BEIG will be followed to ensure appropriate design guidelines for both landscape architecture and built architecture are followed. Zone 1 abuts Zone 2 on the fringes of developed on-mountain areas. This allows guests to experience a gradual transition between the built environment (Zone 1) and more-natural areas that still contain activities and facilities blending with the area’s natural setting (Zone 2). Zone 1 abuts Zone 3 in one area, along the western side of Sam’s Knob. The distinct change in topography in this area creates a natural buffer between these two zones. Zone 1 will offer interpretive opportunities in a developed setting, with goals of enhancing guests’ understanding of the natural environment as they prepare to venture into less-developed areas. The educational focus will leverage existing partnerships with ACES and other organizations.

Compatible Activities and Facilities

Services and activities in Zone 1 include food and beverage operations, shelter and emergency services, restroom facilities, landscaped areas, and other activities. At Snowmass, Zone 1 serves as the on-mountain hub, from which guests will access surrounding activities and refuel between activities. Typically, guests will first access these areas after riding the Elk Camp gondola or Village Express; however, guests could also access Zone 1 under their own power from the surrounding trails network.

Elk Camp already hosts several multi-season recreational activities, including the Lost Forest Ropes Challenge Course, the Climbing Wall, the Breathtaker Alpine Coaster, the Zipline Canopy Course, live music, snow tubing, a playground, and others.

Activities on NFS lands will include an alpine coaster, challenge courses, canopy tours, singletrack, flow, and gravity/enduro mountain biking trails, a mountain biking skills park, hiking trails, and access pathways to zip lines, challenge courses, fishing and other water-based activities, temporary activities (such as the existing outdoor concerts and kid’s playground), and other natural resource-based recreation activities. The activities will not compromise the existing skiing which occurs in Zone 1 during winter months.

b. Zone 2

Setting

The setting of Zone 2 is less disturbed when compared with Zone 1 and provides more naturalness due to a lesser degree of disturbance from the surrounding ski area. Within the context of the overall SUP area, the following summarizes the setting in Zone 2:

- Road access and roads are present;
- Human activity (people recreating) occurs within and proximate to this setting—there is little feeling of remoteness;
- Terrain modifications (ground disturbance and vegetation removal) are evident in the area, but past disturbance blends with the landscape; and
- Infrastructure, including chairlifts and buildings, are present.

Six areas within the Snowmass SUP area were designated as Zone 2—lower portions of the mountain surrounding the Elk Camp gondola, Two Creeks lift, Alpine Springs lift, and Sam’s Knob; the High Alpine Restaurant; and the areas around the Elk Camp lift where summer trails exist.

Desired Experiences

Most guests will access Zone 2 from Zone 1, in areas surrounding Elk Camp and Sam’s Knob. In moving between these zones, guests will transition from the built environment to a setting characterized by both developed

and passive activities proximate to existing infrastructure and facilities, but still offering a more-natural feel. For many guests of Snowmass, this may be their first real experience in the mountains, and providing a safe, comfortable environment for exploration is critical to the success of Zone 2 and the overall plan. Zone 2 provides the initial opportunity for guests to learn about and engage in their natural surroundings through hands-on recreational, interpretive, and educational offerings. In addition to hosting activities such as guided hikes, a zip line/canopy tour, and various trails, Zone 2 serves as a buffer between higher levels of development within Zone 1 and on private lands, and the more natural settings of Zones 3 and 4.

Compatible Activities and Facilities

Passive activities within Zone 2 include educational/interpretive opportunities, sightseeing and light hiking, or simply visiting with friends and family. Zone 2 will provide enhanced sightseeing opportunities when compared to Zone 1. Activity offerings include access to zip lines and canopy tours, guided hikes and interpretative opportunities, extended hiking trails, singletrack, flow, and gravity/enduro mountain biking trails, challenge courses, climbing walls, fishing and other water-based activities, and other natural resource-based activities.

As mentioned above, the Zone 2 serves two primary purposes—to provide activities in a natural setting in proximity to existing infrastructure and services, and to provide a buffer between Zones 3 and 4 and more developed areas within Zone 1 and on private lands. Thus, areas within Zone 2 serve as transitional zones, encouraging guest exploration into more natural portions of the National Forest in a setting that still feels comfortable for less-experienced Forest users. The setting of Zone 2 and the activities that occur within will offer sufficient challenge for first-time guests and will prepare others to venture into the less developed areas of Zones 3 and 4.

c. Zone 3

Setting

The setting of Zone 3 contains areas of disturbance from ski trail and chairlift development, but guests can still

find a greater degree of remoteness and naturalness depending on their location within the zone. Generally speaking, Zone 3 includes areas where existing chairlifts are present; however, this was not the determining factor for the designation. Within the context of the overall SUP area, the following summarizes the setting in Zone 3:

- Road access and roads are present, but limited to certain areas;
- Human activity (people recreating) can be seen at a distance or is out of site from within this setting—a stronger feeling of remoteness is present;
- The area is moderately disturbed by ski area activity, including vegetation removal from ski trail development and some ground disturbance; and
- Infrastructure, including chairlifts and buildings, are present.

Seven areas within the SUP area were designated as Zone 3—areas around the *Bull Run* and *Sandy Park* ski trails; upper portions of Alpine Springs; the Big Burn; and the upper and lower portions of the Campground area. Not all of the areas which received a Zone 3 designation are equal in characteristics. For example, Sandy Park is less accessible and includes a higher degree of remoteness when compared to the Big Burn; however, both locations scored in the range to be characterized as Zone 3.

Desired Experiences

The majority of guests will initially experience Zone 3 during a scenic chairlift ride from private lands to Zones 1 and 2. In addition to beautiful views of the Roaring Fork Valley, this “fly over” exposure will allow guests to see diverse vegetation types and topographic features as they make their way up the mountain. On the ground, access to Zone 3 would typically occur after traveling through Zones 1 and 2 from the top lift terminals; however, guests could also access Zone 3 from private lands via the existing trails network. Once in Zone 3, guests will have a variety of opportunities to engage in their surroundings in a more natural and remote environment.



The desired experience in Zone 3 will be achieved through the activities offered there. Guests will enjoy nature hikes with interpretive signage that will provide education on their biological, cultural, and historical surroundings. Guests will hike to locations with views up and down the Roaring Fork Valley. Opportunities for self-guided tours, or dispersed travel also exist. Guests will ride mountain biking trails through forested settings and learn the importance of forest health and stewardship. The mountain bike trail network would be less dense compared to Zone 2. In Zone 3, guests will also ride zip lines and canopy tours over and through the canopy to experience amazing views of the Snowmass area and its natural surroundings.

Zone 3 offers a diverse set of experiences for guests, which will promote the WRNF as a recreationally-, biologically-, and geographically-diverse landscape.

Compatible Activities and Facilities

Activities include singletrack mountain biking trails, scenic chairlift rides, hiking trails, multiple-use trails, canopy tours, and other similar natural resource-based activities. Select activities such as interpretive tours, and

canopy tours may occur on a year-round basis. Activities within Zone 3 will not require substantial modifications to natural topography to facilitate construction. Existing ski area development (ski trails and chairlifts) exist to varying degrees within Zone 3, and potential seasonal and year-round facilities and activities will be consistent with the level of existing development for the ski area operation.

d. Zone 4

Setting

The setting of Zone 4 is more remote and provides a great degree of naturalness. Ski area development is limited and, where ski trails are present, larger tree islands prevail. Within the context of the overall SUP area, the following summarizes the setting in Zone 4:

- Little to no road access occurs;
- Human activity (people recreating and/or resort operations) is distant or out of site facilitating a high degree remoteness;
- The area is completely natural or has limited disturbance; and

- Infrastructure, including a chairlift and small buildings, are present.

Six areas within the Snowmass SUP area were designated as Zone 4—the Burnt Mountain Glades, Hanging Valley, High Alpine, Lower Cirque, Upper Cirque, and the middle portion of the Campground area. The Burnt Mountain Glades area includes ski trails and glading, but development is limited. The Upper Cirque area includes the Cirque lift but has a feeling of remoteness due to the nature of the alpine terrain.

Desired Experiences

In Zone 4, guests will connect with the more natural setting in a relatively undisturbed environment. Dispersed hiking opportunities will allow guests to experience and interpret areas of the National Forest where natural processes are more evident, allowing for educational opportunities that are not available in more developed zones. The setting in Zone 4 will directly affect the guest experience and maintaining a more remote setting with opportunities for solitude will meet the guests' expectations.

Compatible Activities and Facilities

Activities will promote the surroundings and inform guests of similar environments throughout the National Forest. Activities include slower-moving actions to match the setting and character, which provide even greater opportunities for environmental education and exposure to unique environments. These activities include singletrack hiking trails with signage and interpretation and singletrack mountain biking trails. Activities within Zone 4 will require minimal site modification to maintain the current level of naturalness. In this zone, the low density of guests is expected to maintain the feeling of remoteness.

e. Zone 5

Zone 5 is the least developed of all zones. No areas within the Snowmass SUP area were classified as Zone 5. Table VI-10 describes the characteristics of each zone, and Table VI-11 provides information about each zone at Snowmass.

Table VI-10. Zone Characteristics

Zone Characteristics	Scores
Access	
Road Access within Area	1
Limited Road Access/Trails	2
No Road Access	3
Remoteness	
Proximate to Human Activity	1
Distant Sight of Human Activity within SUP	2
Out of Sight of Human Activity within SUP	3
Naturalness	
Heavily Disturbed by Ski Area Activity	1
Moderately Disturbed by Ski Area Activity	2
Undisturbed by Ski Area Activity	3
Infrastructure	
Adjacent to 2 or More Ski Area Infrastructure	1
Ski Area Infrastructure in Area	2
Out of Site of Ski Area Infrastructure	3
Minimum Score Possible	4
Maximum Score Possible	12
Zones	Score Range
1	4
2	5 to 6
3	7 to 9
4	10 to 11
5	12



Table VI-11. Snowmass Summer Use Zones

Area Boundaries	Scores	Appropriate Zone
Alpine Springs Summit		
Access	1	
Remoteness	2	
Naturalness	2	
Infrastructure	1	
Total Score	6	Zone 2
Bull Run		
Access	2	
Remoteness	2	
Naturalness	2	
Infrastructure	2	
Total Score	8	Zone 3
Campground Upper		
Access	1	
Remoteness	2	
Naturalness	2	
Infrastructure	2	
Total Score	7	Zone 3
Campground Middle		
Access	3	
Remoteness	2	
Naturalness	2	
Infrastructure	3	
Total Score	10	Zone 4
Hanging Valley		
Access	3	
Remoteness	2	
Naturalness	3	
Infrastructure	3	
Total Score	11	Zone 4
Lower Alpine Springs		
Access	1	
Remoteness	1	
Naturalness	2	
Infrastructure	2	
Total Score	6	Zone 2
Lower Cirque		
Access	2	
Remoteness	2	
Naturalness	3	
Infrastructure	3	
Total Score	10	Zone 4

Area Boundaries	Scores	Appropriate Zone
Sam's Knob		
Access	2	
Remoteness	1	
Naturalness	1	
Infrastructure	1	
Total Score	5	Zone 2
Sandy Park		
Access	2	
Remoteness	2	
Naturalness	2	
Infrastructure	3	
Total Score	9	Zone 3
Big Burn		
Access	2	
Remoteness	2	
Naturalness	2	
Infrastructure	1	
Total Score	7	Zone 3
Burnt Mountain Glades		
Access	3	
Remoteness	3	
Naturalness	2	
Infrastructure	2	
Total Score	10	Zone 4
Elk Camp - Inner		
Access	1	
Remoteness	1	
Naturalness	1	
Infrastructure	1	
Total Score	4	Zone 1
Campground Lower		
Access	1	
Remoteness	2	
Naturalness	2	
Infrastructure	2	
Total Score	7	Zone 3
High Alpine		
Access	3	
Remoteness	3	
Naturalness	2	
Infrastructure	2	
Total Score	10	Zone 4

Area Boundaries	Scores	Appropriate Zone
Lower Burnt Mountain		
Access	1	
Remoteness	1	
Naturalness	2	
Infrastructure	2	
Total Score	6	Zone 2
Lower Elk Camp		
Access	1	
Remoteness	1	
Naturalness	1	
Infrastructure	2	
Total Score	5	Zone 2
Sam's Knob Summit		
Access	1	
Remoteness	1	
Naturalness	1	
Infrastructure	1	
Total Score	4	Zone 1
Upper Alpine Springs		
Access	2	
Remoteness	2	
Naturalness	2	
Infrastructure	2	
Total Score	8	Zone 3
Upper Cirque		
Access	3	
Remoteness	3	
Naturalness	2	
Infrastructure	2	
Total Score	10	Zone 4
Upper Burnt Mountainx		
Access	2	
Remoteness	2	
Naturalness	2	
Infrastructure	2	
Total Score	8	Zone 3
Upper Elk Camp		
Access	1	
Remoteness	1	
Naturalness	2	
Infrastructure	2	
Total Score	6	Zone 2

2. Summer and Multi-Season Activities and Facilities

Summer activities at ski resorts have expanded and evolved over the last decade. Snowmass' offerings have aligned with this trend. Additionally, Snowmass recognizes that it must cater to a slightly different demographic than in the winter. Summer activities provided by Snowmass are a combination of activities that can be enjoyed by all ages and ability levels.

Details on planned upgrades are presented below, but specific project locations and associated maps will be developed during site-specific analysis as part of the NEPA process. Phase 1 summer and multi-season projects are anticipated to be implemented, dependent upon NEPA analysis and approval. Projects beyond those described below may be implemented in accordance with the setting and desired experience of each zone, as described above. Planned projects include the following:

a. Snowmass Village (Private Lands)

Paintball and Archery

Upgrades are planned for the existing paintball venue located on private lands uphill of the Spider Sabich Picnic/Race Area. The addition of an archery range is also planned for this area.

Disc Golf

ASC plans to relocate portions of disc golf course #2, which is located on private lands along the Village Express lift line. Disc golf infrastructure would be relocated to private lands downhill of the Spider Sabich Picnic/Race Area and upper *Velvet Falls* ski trail.

b. Elk Camp

Kid's Activities

On-mountain kid's activities are currently limited to the kid's playground and those offered at Elk Camp during special events. In order to provide additional opportunities for children and families, ASC plans to add a new kid's zipline and kid's zone. Developing these types of opportunities will encourage guests, and youth in particular, to learn about the natural world that exists around them within the National Forest.

A kid's zip line or similar gravity-transported activity will be located in the lower Elk Camp area, over the



planned wildflower field. The planned infrastructure will provide opportunities for unsupervised play for children between the ages of 5 and 10. Children will access the zip line using an elevated platform, approximately 1 to 2 feet above the ground, and then glide the length of the structure before unloading on another elevated platform. The zipline will improve the variety of children's activities offered at Elk Camp by providing a more fast-paced and exciting option. The infrastructure will be removed for the winter season and reinstalled each summer.

The planned kid's zone would be located to the east of the lower Elk Camp area. The kid's zone would include a nature-based obstacle/ropes course and a small structure for equipment storage and ticket sales. The kid's zone would only be operated during the summer. The kid's zone and nature-based obstacle course will improve the variety of children's activities offered at Elk Camp by providing an additional passive recreation experience.

Expanded Challenge Course and Team Building Course

The Lost Forest Ropes Challenge Course has become one of the more popular summer activities at Snowmass. ASC has identified a demand for additional beginner and intermediate courses as well as a designated team building course. Therefore, ASC plans to expand the Lost Forest Ropes Challenge Course to include additional beginner and intermediate courses, as well as a course specifically designed for team building activities. The planned courses would be located in the forested area uphill of the existing Lost Forest Ropes Challenge Course. Access would be provided using the existing Meadows lift and the planned hiking trails.

The courses are intended to provide physical recreation and engagement in a natural setting, offering challenging personal development and team-building activities with both high and low elements.²⁴ The structures would be supported by trees, wooden utility poles, or steel supports, and would be designed to integrate with the existing Lost Forest Ropes Challenge Course. Outcomes achieved by challenge courses include exploring the



fundamentals of trust, craftsmanship, and coaching, intertwined with group interaction, problem solving, and leadership. A renewed knowledge and respect for the natural environment is another expected outcome of the challenge course. Developing these types of opportunities will encourage guests to learn about the natural world that exists around them within the National Forest.

Lost Forest Headquarters Building Expansion

An expansion is planned for the Lost Forest Headquarters building located at the top of the Elk Camp gondola. The expansion would provide space to accommodate additional summer activities within the Elk Camp area. The expansion would include additional storage and administrative space, as well as a roof-top deck on the south side of the building.

Wildflower Field

A planned wildflower field would be located in the Elk Camp area, south of the Elk Camp gondola top terminal. The wildflower field would be the first thing guests see after uploading from the gondola. The field would be landscaped with native wildflowers.

²⁴ Low elements take place on or near the ground. High elements take place higher above the ground—in the forest canopy or on structures supported by utility-type poles—and may require a belay for safety.

Elevated Walkway

An elevated walkway is planned to realign a portion of the existing Rabbit Run nature trail. The elevated walkway would be located in a forested setting, adjacent to the existing Lost Forest Ropes Challenge Course and the planned expanded challenge course and team building course. The trail would wind through the forest and have multiple visual, interactive, and educational points of interest. The elevated walkway would consist of a wooden boardwalk with a gravel surface. The walkway would be constructed to comply with the Architectural Barriers Act of 1968.

Nature Based Interactive Exhibit

A permanent Nature Based Interactive Exhibit location is planned for the Elk Camp area. The exhibit would be located in a forested setting, adjacent to the Elevated Walkway so it may be accessed by visitors of the Elk Camp area during the winter and summer. The installation would provide an additional, unique experience, which would be accessible to all visitors of the National Forest.

Additional Nighttime Events

Nighttime dining and events are also planned at Elk Camp during the summer and winter. These events would follow the same guidelines and standards for existing events and would be coordinated with the Town and Forest Service prior to occurring.

c. Greater Snowmass SUP Area

Zipline

A new zip line (or other gravity-transported activity) is planned from the top of the Elk Camp lift, to a mid-station near the bottom of *Frog Pond Glade* ski trail, to the upper Elk Camp area. Users would be clipped into gear—consisting of a harness, lanyards, carabineers, and zip pulleys on heavy-duty steel cables—and would glide from one elevated platform to the next. The zip line will provide guests with an active opportunity to engage and learn about the ecosystems of the WRNF as they travel through the forest canopy. Platforms would be located between zip line segments and constructed on poles. Users would travel at various speeds, remaining below the top of the tree canopy the majority of the time.

Along with the inherent adventure and scenery offered by the zip line, interpretation of the surrounding natural environment will play a significant role in attracting users to this activity.

Construction of a mountain access road will be required to reach the planned zip line mid-station. The planned road will extend off the existing mountain access road located on the *Turkey Trot* ski run and would also provide an alternate connection between the top of Alpine Springs and the Elk Camp Meadows area.

Mountain Biking Trails

In 2021 Aspen Skiing Company and Gravity Logic, the nation's preeminent mountain bike trail designers, went on a search within the Snowmass SUP for the best terrain to compliment and diversify Snowmass' successful mountain bike operations. The purpose of Gravity Logic's assessment was to determine the best options for an expanded trail network and to offer a more diverse mountain biking product. Gravity Logic assessed the entire ski area for expansion potential using criteria including accessibility, connectivity with other trails, proximity to existing infrastructure including restrooms and food and beverage services, topography, ground cover and tree coverage. Based on the assessment, the





upper Burnt Mountain and upper Sam's Knob were determined to be the most logical areas to expand.

The majority of planned trails will cater to intermediate and expert riders. As discussed in Section I.4 in Chapter IV, most existing trails at Snowmass are XC trails, while a growing percentage of Snowmass' guests are gravity/enduro riders. In order to address this deficiency, a primary goal of the planned mountain biking trails is to provide additional gravity terrain that will accommodate this growing segment of the market. The progression in mountain biking trail construction has become increasingly noticeable over the past several years. In order to continue to be a leader in the market, Snowmass desires to provide additional diversity and cutting-edge design in its mountain biking trails network.

Most of the new biking terrain proposed is concentrated in the upper Burnt Mountain area. Burnt Mountain has the right topography for the desired mountain bike experience and is located within Snowmass' SUP, an area designated as Management Area 8.25 in the WRNF Forest Plan. The desired condition of an 8.25 area is where "recreational uses are intensively managed during the summer and winter seasons".

An additional 13.1 miles of mountain biking trails are planned for the Burnt Mountain area (refer to Figures VI-4 and VI-5). Gravity Logic noted of the Burnt Mountain trails: "Accessed by a low angle uphill bike trail, constructed at approximately a 5% grade, this would be the starting point for several truly epic bike trails." The planned trails identified in Figure VI-4 are conceptual

and are subject to change during site-specific planning and layout. All bike trails on Burnt Mountain are planned to be located outside of the existing elk calving zones. All use, construction, and maintenance activity on these trails will comply with the NFS-established elk closure dates, currently May 15th to June 27th.

Trails are also contemplated to start at the top of Sam's Knob. This terrain has access to food and beverage facilities at the top of the Village Express lift, as well as great views; however, based on the Gravity Logic assessment, "potential trails in this zone would have very limited connectivity to the existing downhill bike park network".

In addition to the expansions described above, Snowmass also plans to create a designated uphill bike trail between Ullrhof Restaurant and the top of Sam's Knob.

Generally, Zones 1, 2 and 3 will contain denser networks of trails, and will include cross-country singletrack, flow, and gravity/enduro trails. The higher levels of development and activity in these zones makes them suitable for this type of trail development. Most of the planned mountain bike trails are within Zones 2 and 3 and will consist of singletrack trails or flow trails. No mountain biking trails are currently planned in Zone 4.

Overall, these upgrades will increase opportunities for guests to explore NFS lands within the Snowmass SUP area and will promote the development of new riders. Interpretive signage will be located along planned trails to promote stewardship of surrounding natural resources.



Furthermore, eBikes are quickly growing in popularity across the US. eBike riders reflect a relatively new user type. Generally, these users ride bikes that resemble those used by enduro riders but with the addition of a battery and electric motor, which provides a modest amount of assistance when pedaling. As the market evolves, Snowmass hopes to explore options to sustainably provide opportunities for eBike use where appropriate and as Forest Service regulations allow.

Hiking Trails

Approximately 10.4 miles of additional hiking trails are planned to supplement the existing trail network. Planned hiking trails would provide connectivity through the woods across the east and west sides of Snowmass. These trails would serve as the primary attraction for day-hikers looking for a longer hike from the top of Sam's Knob. Other shorter hiking trails are planned to provide access to viewpoints and scenic destinations such as the Burnt Mountain Summit and the Sandy Park Saddle via short hikes from lifts. These trails would serve less active or physically-able visitors wishing to experience scenic vistas.

d. Summer and Multi-Season Activities and Zones

Activities would take place within each zone, as follows:

Zone 1

- Scenic chairlift rides utilizing the Elk Camp gondola and chairlift
- Scenic rides on the planned Village Express gondola
- Special events and nighttime dining at Sam's Knob
- Challenge courses in Elk Camp Meadows
- Alpine coaster
- Singletrack, flow, and gravity/enduro mountain biking trails and hiking trails
- Climbing wall
- Kid's play area
- Kids' zip line
- Kid's nature-based obstacle/ropes course
- Nature-based interactive exhibit

- Special event/gathering sites

Zone 2

- Scenic chairlift rides utilizing the Elk Camp gondola and chairlift
- Scenic rides on the planned Village Express gondola
- Challenge courses in Elk Camp Meadows
- Zipline extending from the top terminal of Elk Camp chairlift to the top terminal of Elk Camp gondola
- Canopy tour extending down mountain below Elk Camp
- Singletrack, flow, and gravity/enduro mountain biking trails and hiking trails
- Special event/gathering sites

Zone 3

- Scenic chairlift rides utilizing the Elk Camp chairlift
- Singletrack and flow mountain biking and hiking trails

Zone 4

- Singletrack hiking trails



Appendices

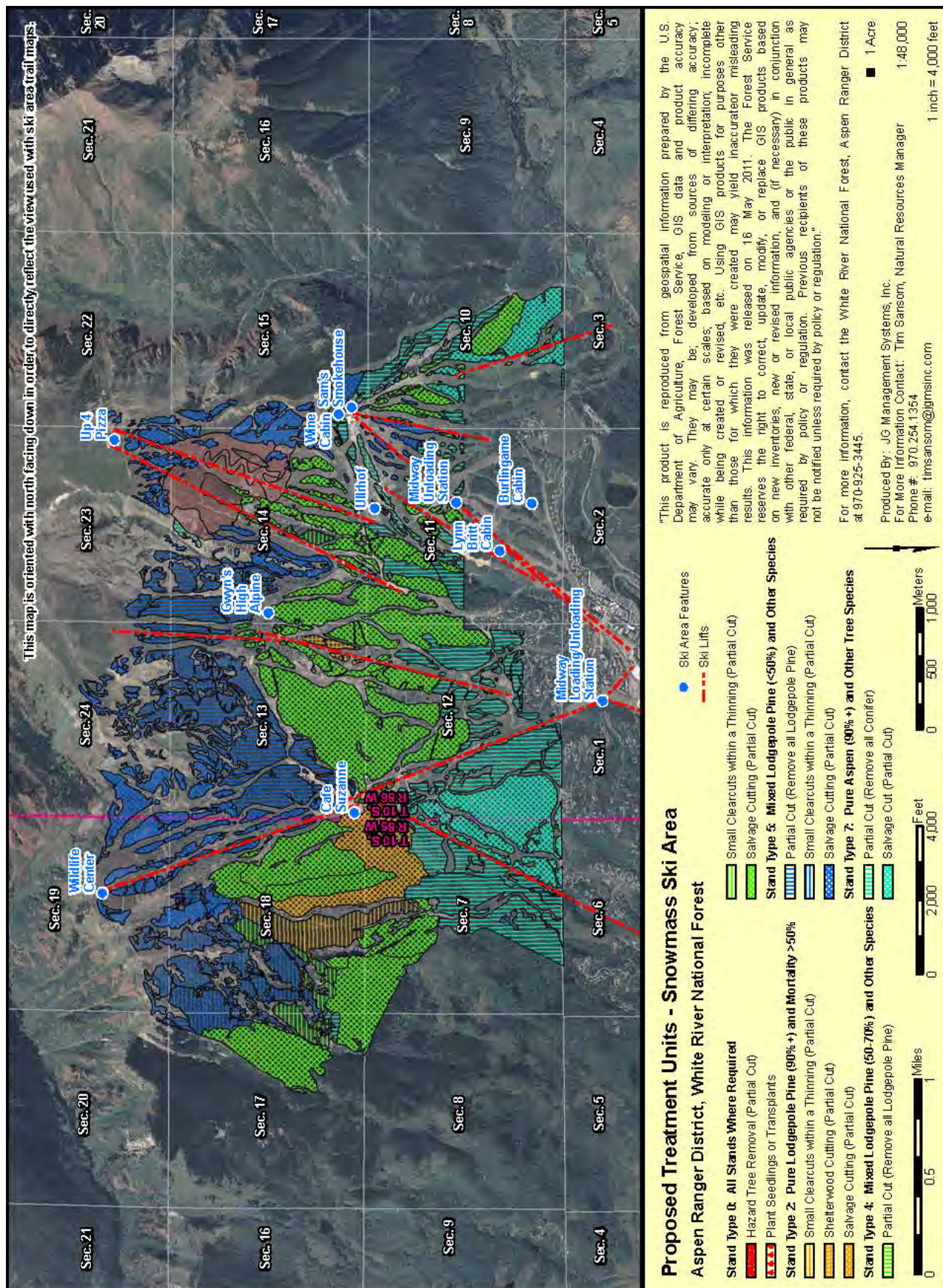
**APPENDIX A.
SNOWMASS FOREST HEALTH PROJECTS - PROPOSED TREATMENT MAP**

**APPENDIX C.
FOREST HEALTH PRESCRIPTIONS**

**APPENDIX C.
BOUNDARY MANAGEMENT PLAN**

**APPENDIX D.
USFS LETTER AND ASC RESPONSE TO USFS LETTER DATED AUGUST 24, 2022**







APPENDIX B.

FOREST HEALTH PRESCRIPTIONS

The following is a complete list of silvicultural treatment options, with some variation, used in the Keystone, Vail, Beaver Creek, and Aspen area vegetation EAs. The “Do Nothing” option is always a consideration.

STAND 0: ALL STANDS WHERE REQUIRED (See Option description)

RX OPTION 0.1 – Insecticide or Pheromone

Application and Treating Infested Trees (Preventive Action): This treatment maintains the stand through the current insect outbreak. If the stand succumbs to bark beetles another option should be used.

Treat high value trees by applying an approved insecticide or by applying an approved anti-aggregative pheromone prior to beetle emergence each year until the threat of infestation is over. In high value areas treat beetle-infested trees by felling and peeling, burning, chipping or removing the trees prior to beetle emergence.

RX OPTION 0.2 – Hazard Tree Removal (Partial Cut):

This is a sanitation/salvage treatment. This option may be used in any stand type where appropriate, and is an understood component of all prescription options where appropriate.

Harvest hazard trees located within a 150 foot buffer zone from the edge of the stand. Retain all other species.

RX OPTION 0.3 – Plant seedlings or transplants

(Regeneration): This option establishes healthy young trees to maintain the forested cover.

Plant trees in under stocked portions of the Big Burn where protection from skier or rider damage can be provided, as well as provide shelter from the harsh elements. Planting stock can either be nursery grown or transplanted from adjoining areas with sufficient seedling and sapling stock. Protection can either be provided by planting down-hill from existing barriers and shelter such as large trees, or be provided by fencing or other deterrents.

RX OPTION 0.4 – Final Shelterwood Harvest (if needed) and Pre-commercial Thinning (Partial Cut):

Objective is to protect, and release, young, well-stocked stands of advanced regeneration.

Where there is an overstory, treat the patch as the final removal cut of a 2-step shelterwood harvest. Remove all lodgepole pine 7” dbh and greater while protecting the advanced regeneration. Retain all other species unless there is a reason to remove them. Protect regeneration with fencing, signing, barriers, etc. Where there is no overstory, or once the overstory is removed, follow the treatment as outlined below.

After harvest cut (and remove, scatter, pile and burn, chip, or treat in some way to reduce fuel hazard after cutting) understory trees that have been damaged by harvest operations, that are infested with beetles or mistletoe, or that have less than 25% crown ratio.

After the Overstory Removal harvest, if the understory would still be too dense to meet objectives after the damaged trees TSI thinning, than a stocking reduction thinning should be incorporated into the TSI thinning. In this case, while removing damaged and diseased trees, reduce the stocking of the crop (best) trees to approximately a 12x12 foot spacing (300 trees per acre). Uniform spacing is not as important as allowing each tree space for growth, so larger trees should be given more space than smaller trees. Do this by allowing approximately 4 to 6 feet spacing between crowns for the larger trees, using the 12x12 foot spacing as a lower limit, default spacing for smaller trees.

RX OPTION 0.5 – Salvage/Sanitation and

Improvement cutting (Fuel Break): Objective is to create a fuel break along the edge of the resort.

Harvest the stand by removing beetle-infested or dead PICO (or other species) 7” dbh or greater, up to 25% of the basal area of the stand. In open areas, instead of a 25% removal target, remove enough trees so that there is 15 to 20 foot spacing between the crowns of the residual trees if this results in less than a 25% removal.

In areas where the majority of the stand is dead or beetle-infested lodgepole pine, clearcut (with reserves) the stand by removing all the lodgepole pine, live and dead, while retaining other species as long as there is a minimum of 15 to 20 foot spacing between residual trees or groups of trees. In areas that are clearcut, regeneration is desired and site preparation will be done. These areas will require thinning once regeneration is established to maintain the fuel break objective.

In addition, remove PICO less than 7.0" in diameter that have been attacked by or are infested with mountain pine beetles, or that are infested with mistletoe, or that have a crown ratio of less than 25%. In some areas, where PICO is over 25% of the stand, some PICO will remain; in these areas the PICO not removed will eventually be killed by mountain pine beetles and will probably end up as downfall in 10 to 15 years. Objective is to eventually have a 350 to 400 foot wide corridor of open stands of healthy trees spaced about 15 to 20 feet between crowns. Perform the next entry to maintain the fuel break, where needed, in 5 to 40 years.

STAND 1: PURE LODGEPOLE PINE (90% +) and MORTALITY < 50%

RX OPTION 1.1 – Partial Cut (Thinning): This thinning maintains the stand through the current insect outbreak. If the stand succumbs to mountain pine beetles before multiple age classes can be regenerated, another option should be used.

Thin the stand, removing approximately 20 to 30% of the basal area to a residual minimum of 50 square feet per acre. Target basal area is 60 to 80 square feet per acre to reduce the stand's susceptibility to bark beetle infestation. Lodgepole pine and subalpine fir are the preferred species for removal, in that order. Retain Engelmann spruce and aspen. Scarify the ground to expose 25% mineral soil, and lop and scatter tops evenly to provide a seed source. If needed, protect advanced regeneration from skier damage.

RX OPTION 1.2 – Shelterwood Cutting (Partial Cut): Option 1.2 is an even-aged management option. The treatment encourages an initial flush of regeneration and protects it with the residual stand until the regeneration is less susceptible to ski damage.

Treat the entire stand as the seed cut (first cutting) of a 2-step shelterwood harvest, removing approximately 35% of the basal area to a target of 50 to 70 square feet per acre. Target lodgepole pine and other trees infested by MPB for removal. Scarify the ground to expose 25% of the surface as mineral soil, and lop and scatter tops evenly to provide a seed source. Perform an overstory removal (second and last cutting) in 10 to 15 years.

RX OPTION 1.3 – Shelterwood Cutting, Final Removal (Overstory Removal): This is an even-aged management option. The treatment removes the larger trees (the Overstory) that share the site with a healthy advanced regeneration understory.

Treat the unit as the final removal cut of a 2-step shelterwood harvest. Remove all lodgepole pine 7" dbh and greater while protecting the advanced regeneration. Retain all other species. Protect regeneration with fencing, signing, barriers, etc.

RX OPTION 1.4 – Salvage Cutting (Partial Cut): This is an even-aged management option designed to provide ski run separation and protect regeneration in situations where high levels of MPB mortality exist.

Salvage all dead lodgepole pine, removing no more than 75% of the basal area. Retain all live lodgepole pine and other species, if present, to maintain the functionality of the stand for ski run separation as much as possible. Scarify the ground to expose 25% of the surface as mineral soil, and lop and scatter tops evenly to provide a seed source. Regeneration should be protected until it is established.

RX OPTION 1.5 – Small Clearcuts within a Thinning (Partial Cut): This option maintains the stand through the current insect outbreak, regenerates it in phases, and moves it to uneven-aged management. If the stand succumbs to mountain pine beetles before multiple age classes can be regenerated, options 1.4 or 1.6 should be used.

Patch clearcut (with reserves) approximately 25% of the stand in 1 to 5 acre patches focusing on areas of MPB caused mortality. Thin the remaining 75% of the stand to a target of 60 to 80 square feet per acre to reduce attraction to MPB (McGregor, Amman, Schmitz and Oakes, 1987; Samman and Logan 2000), removing no more than 35% of the basal area where there are blowdown concerns. Patch shapes should be irregular and mimic natural disturbances. Strip patches along the contour can be used to limit aesthetic impacts. Scarify the ground to expose 25% of the surface as mineral soil, and lop and scatter tops evenly to provide a seed source. Perform another series of patch clearcuts in 20 years for the next phase of regeneration.



RX OPTION 1.6 – Clearcut: This is an even-aged management option for areas where ski run separation and protection of regeneration is not critical, and future management will focus on forest cover.

Clearcut (with reserves) the stand, if it is not needed for skier management, removing 100% of the trees killed or infested with MPB. Retain non-lodgepole pine trees with live crown ratios of 50% or greater. Scarify the ground to expose 25% of the surface as mineral soil, and lop and scatter tops evenly to provide a seed source. Regeneration should be protected until it is established.

STAND 2: PURE LODGEPOLE PINE (90% +) and MORTALITY > 50%

RX OPTION 2.1 – Partial Cut (Thinning): This thinning maintains the stand through the current insect outbreak. If the stand succumbs to mountain pine beetles before multiple age classes can be regenerated, another option should be used.

Thin the stand, removing approximately 20 to 30% of the basal area to a residual minimum of 50 square feet per acre. Target basal area is 60 to 80 square feet per acre to reduce the stand's susceptibility to bark beetle infestation. Lodgepole pine and subalpine fir are the preferred species for removal, in that order. Retain Engelmann spruce and aspen. Scarify the ground to expose 25% mineral soil, and lop and scatter tops evenly to provide a seed source. If needed, protect advanced regeneration from skier damage.

RX OPTION 2.2 – Shelterwood Cutting (Partial Cut): Option 2.2 is an even-aged management option. The treatment encourages an initial flush of regeneration and protects it with the residual stand until the regeneration is less susceptible to ski damage.

Treat the entire stand as the seed cut (first cutting) of a 2-step shelterwood harvest, removing approximately 35% of the basal area to a target of 50 to 70 square feet per acre. Target lodgepole pine and other trees infested by MPB for removal. Scarify the ground to expose 25% of the surface as mineral soil, and lop and scatter tops evenly to provide a seed source. Perform an overstory removal (second and last cutting) in 10 to 15 years.

RX OPTION 2.3 – Salvage Cutting (Partial Cut): This is an even-aged management option designed to provide

ski run separation and protect regeneration in situations where high levels of MPB mortality exist.

Salvage all dead lodgepole pine, removing no more than 75% of the basal area. Retain all live lodgepole pine and other species, if present, to maintain the functionality of the stand for ski run separation as much as possible. Scarify the ground to expose 25% of the surface as mineral soil, and lop and scatter tops evenly to provide a seed source. Regeneration should be protected until it is established.

RX OPTION 2.4 – Small Clearcuts within a Thinning (Partial Cut): This option maintains the stand through the current insect outbreak, regenerates it in phases, and moves it to uneven-aged management. If the stand succumbs to mountain pine beetles before multiple age classes can be regenerated, options 2.3 or 2.5 should be used.

Patch clearcut (with reserves) approximately 25% of the stand in 1 to 5 acre patches focusing on areas of MPB caused mortality. Thin the remaining 75% of the stand to a target of 60 to 80 square feet per acre to reduce attraction to MPB (McGregor, Amman, Schmitz and Oakes, 1987; Samman and Logan 2000), removing no more than 35% of the basal area where there are blowdown concerns. Patch shapes should be irregular and mimic natural disturbances. Strip patches along the contour can be used to limit aesthetic impacts. Scarify the ground to expose 25% of the surface as mineral soil, and lop and scatter tops evenly to provide a seed source. Perform another series of patch clearcuts in 20 years for the next phase of regeneration.

RX OPTION 2.5 – Clearcut: This is an even-aged management option for areas where ski run separation and protection of regeneration is not critical, and future management will focus on forest cover.

Clearcut (with reserves) the stand, if it is not needed for skier management, removing 100% of the trees killed or infested with MPB. Retain non-lodgepole pine trees with live crown ratios of 50% or greater. Scarify the ground to expose 25% of the surface as mineral soil, and lop and scatter tops evenly to provide a seed source. Regeneration should be protected until it is established.

STAND 3: MIXED LODGEPOLE PINE (70-90%) and OTHER SPECIES

RX OPTION 3.1 – Partial Cut (Remove all lodgepole pine): Option 3.1 creates a two-aged stand that can be moved toward uneven-aged management in the future.

Harvest all lodgepole pine in the stand (up to 35% of the basal area) and retain other species. Scarify the ground to expose 25% of the surface as mineral soil, and lop and scatter tops evenly to provide a seed source.

RX OPTION 3.2 – Shelterwood Cutting (Partial Cut): Option 3.2 is an even-aged management option designed to encourage an initial flush of regeneration, and protect it with the residual stand until it is less susceptible to ski damage.

Treat the entire stand as the seed cut (first cutting) of a 2-step shelterwood harvest, removing approximately 35% of the basal area to a target of 50 to 70 square feet per acre. Target lodgepole pine and other trees infested by MPB for removal. Retain other species. Scarify the ground to expose 25% of the surface as mineral soil, and lop and scatter tops evenly to provide a seed source. Perform an overstory removal (second and last cutting) in 10 to 15 years.

RX OPTION 3.3 – Salvage Cutting (Partial Cut): This is an even-aged management option designed to provide ski run separation and protect regeneration in situations where high levels of MPB mortality exist.

Salvage all dead lodgepole pine, removing no more than 75% of the basal area. Retain all live lodgepole pine and other species, if present, to maintain the functionality of the stand for ski run separation as much as possible. Scarify the ground to expose 25% of the surface as mineral soil, and lop and scatter tops evenly to provide a seed source. Regeneration should be protected until it is established.

RX OPTION 3.4 – Small Clearcuts within a Thinning (Partial Cut): This option maintains the stand through the current insect outbreak, regenerates it in phases, and moves it to uneven-aged management.

Patch clearcut (with reserves) approximately 25% of the stand in 1 to 5 acre patches focusing on areas of MPB caused mortality. Thin the remaining 75% of the stand

to a target of 60 to 80 square feet per acre to reduce attraction to MPB (McGregor, Amman, Schmitz and Oakes, 1987; Samman and Logan 2000), removing no more than 35% of the basal area where there are blowdown concerns. Patch shapes should be irregular and mimic natural disturbances. Strip patches along the contour can be used to limit aesthetic impacts. Scarify the ground to expose 25% of the surface as mineral soil, and lop and scatter tops evenly to provide a seed source. Perform another series of patch clearcuts in 20 years for the next phase of regeneration.

RX OPTION 3.5 – Clearcut: This is an even-aged management option for areas where ski run separation and protection of regeneration is not critical, and future management will focus on forest cover.

Clearcut (with reserves) the stand, if it is not needed for skier management, removing 100% of the trees killed or infested with MPB. Retain any live trees with live crown ratios of 50% or greater. Scarify the ground to expose 25% of the surface as mineral soil, and lop and scatter tops evenly to provide a seed source. Regeneration should be protected until it is established.

STAND 4: MIXED LODGEPOLE PINE (50-70%) and OTHER SPECIES

RX OPTION 4.1 – Partial Cut (Thinning): This thinning maintains the stand through the current insect outbreak. If the stand succumbs to the mountain pine beetle before multiple age classes can be regenerated, another option should be used.

Thin the stand, removing approximately 20 to 30% of the basal area to a residual minimum of 50 square feet per acre. Lodgepole pine and subalpine fir are the preferred species for removal, in that order. Retain Engelmann spruce and aspen. Scarify the ground to expose 25% mineral soil, and lop and scatter tops evenly to provide a seed source. If needed, protect advanced regeneration from skier damage.

RX OPTION 4.2 – Shelterwood Cutting (Partial Cut): This option is an even-aged management option designed to encourage regeneration with spruce, and protect it with the residual stand until it is less susceptible to ski damage.



Harvest up to 25% of the spruce basal area in a first step of a 3 to 4 step shelterwood system. Scarify the ground to expose up to 25% mineral soil. Lop and scatter tops to provide protection for regeneration. Perform next step (cutting) in 20 years.

RX OPTION 4.3 – Shelterwood Cutting (Partial Cut):

This is an even-aged management option designed to encourage an initial flush of regeneration, and protect it with the residual stand until it is less susceptible to ski damage.

Treat the entire stand as the seed cut (first cutting) of a 2-step shelterwood harvest, removing approximately 35% of the basal area to a target of 50 to 70 square feet per acre. Target lodgepole pine and other trees infested by MPB, and trees with less than 30% live crown ratios, for removal. Retain other trees. Scarify the ground to expose 25% of the surface as mineral soil, and lop and scatter tops evenly to provide a seed source. Perform an overstory removal (second and last cutting) in 10 to 15 years.

RX OPTION 4.4 – Salvage Cutting (Partial Cut):

Option 4.4 salvages dead and infested lodgepole pine, and maintains the stand through the current insect outbreak.

Harvest all the dead or beetle infested trees in the stand, up to 35% (in stands of recently killed trees) to 50% (stands of mostly older dead trees) of the basal area of the stand, and retain all other trees. Scarify the ground to expose 25% mineral soil, and lop and scatter tops evenly to provide a seed source. Protect regeneration with fencing, signing, barriers, etc.

RX OPTION 4.5 – Partial Cut (Remove all lodgepole pine): Option 4.5 creates a two-aged stand that can be moved toward uneven-aged management in future entries.

Harvest all the lodgepole pine in the stand and retain other species. Scarify the ground to expose 25% of the surface as mineral soil, and lop and scatter tops evenly to provide a seed source. Regeneration should be protected until it is established.

RX OPTION 4.6 – Small Clearcuts within a Thinning (Partial Cut): This option maintains the stand through

the current insect outbreak, regenerates it in phases, and moves it to uneven-aged management.

Patch clearcut (with reserves) approximately 25% of the stand in 1 to 5 acre patches focusing on areas of MPB caused mortality. Thin the remaining 75% of the stand to a target of 60 to 80 square feet per acre to reduce attraction to MPB (McGregor, Amman, Schmitz and Oakes, 1987; Samman and Logan 2000), removing no more than 35% of the basal area where there are blowdown concerns. Patch shapes should be irregular and mimic natural disturbances. Strip patches along the contour can be used to limit aesthetic impacts. Scarify the ground to expose 25% of the surface as mineral soil, and lop and scatter tops evenly to provide a seed source. Perform another series of patch clearcuts in 20 years for the next phase of regeneration.

RX OPTION 4.7 – Clearcut: This is an even-aged management option for areas where ski run separation and protection of regeneration is not critical, and future management will focus on forest cover.

Clearcut (with reserves) the stand, if it is not needed for skier management, removing 100% of the trees killed or infested with MPB. Retain any live trees with live crown ratios of 50% or greater. Scarify the ground to expose 25% of the surface as mineral soil, and lop and scatter tops evenly to provide a seed source. Regeneration should be protected until it is established.

STAND 5: MIXED LODGEPOLE PINE (< 50%) and OTHER SPECIES

RX OPTION 5.1 – Partial Cut (Remove all aspen):

Option 5.1 converts the aspen stand to a conifer stand. The resulting conifer stand will probably be an open glade.

Harvest all aspen in the stand and retain healthy conifers. Scarify the ground to expose 25% of the surface as mineral soil, and lop and scatter tops evenly to provide a seed source.

RX OPTION 5.2 – Salvage Cutting (Partial Cut):

Option 5.2 salvages dead and infested lodgepole pine, and maintains the stand through the current insect outbreak.

Harvest all the dead or beetle infested trees in the stand, up to 35% (in stands of recently killed trees) to 50% (stands of mostly older dead trees) of the basal area of the stand, and retain all other trees. Scarify the ground to expose 25% mineral soil, and lop and scatter tops evenly to provide a seed source. Protect regeneration with fencing, signing, barriers, etc.

RX OPTION 5.3 – Partial Cut (Remove all lodgepole pine): Option 5.3 creates a two-aged stand that can be moved toward uneven-aged management in the future.

Harvest all lodgepole pine in the stand (up to 35% of the basal area) and retain other species. Scarify the ground to expose 25% of the surface as mineral soil, and lop and scatter tops evenly to provide a seed source.

RX OPTION 5.4 – Selection Cutting (Partial Cut): This option regenerates the stand with spruce in phases and maintains the stand's uneven-aged character.

Harvest up to 20% of the stand in 1/4 to 2 acre groups. Scarify the ground to expose up to 25% mineral soil. Lop and scatter slash to protect regeneration. Perform the next cutting in 15 to 20 years.

RX OPTION 5.5 – Partial Cut (Thinning): This thinning maintains the stand through the current insect outbreak.

Thin the stand, removing approximately 20 to 30% of the live basal area to a residual minimum of 50 square feet per acre. Lodgepole pine and subalpine fir are the preferred species for removal, in that order. Retain Engelmann spruce and aspen. Scarify the ground to expose 25% mineral soil, and lop and scatter tops evenly to provide a seed source. Protect regeneration with methods such as fencing, signing or barriers as needed.

RX OPTION 5.6 – Shelterwood Cutting (Partial Cut): This option is an even-aged management option designed to encourage regeneration with spruce, and protect it with the residual stand until it is less susceptible to ski damage.

Harvest up to 25% of the spruce basal area in a first step of a 3 to 4 step shelterwood system. Scarify the ground to expose up to 25% mineral soil. Lop and scatter tops to provide protection for regeneration. Perform next step (cutting) in 20 years.

RX OPTION 5.7 – Shelterwood Cutting (Partial Cut):

This is an even-aged management option designed to encourage an initial flush of regeneration, and protect it with the residual stand until it is less susceptible to ski damage.

Treat the entire stand as the seed cut (first cutting) of a 2-step shelterwood harvest, removing approximately 35% of the basal area to a target of 50 to 70 square feet per acre. Target lodgepole pine and other trees infested by MPB, and trees with less than 30% live crown ratios, for removal. Retain other trees. Scarify the ground to expose 25% of the surface as mineral soil, and lop and scatter tops evenly to provide a seed source. Perform an overstory removal (second and last cutting) in 10 to 15 years.

RX OPTION 5.8 – Small Clearcuts within a Thinning (Partial Cut): This option maintains the stand through the current insect outbreak, regenerates it in phases, and moves it to uneven-aged management. This option would be used where the lodgepole pine is in groups within the stand or tree island.

Patch clearcut (with reserves) approximately 25% of the stand in 1 to 5 acre patches focusing on areas of MPB caused mortality. Thin the remaining 75% of the stand to a target of 60 to 80 square feet per acre to reduce attraction to MPB (McGregor, Amman, Schmitz and Oakes, 1987; Samman and Logan 2000), removing no more than 35% of the basal area where there are blowdown concerns. Patch shapes should be irregular and mimic natural disturbances. Strip patches along the contour can be used to limit aesthetic impacts. Scarify the ground to expose 25% of the surface as mineral soil, and lop and scatter tops evenly to provide a seed source. Perform another series of patch clearcuts in 20 years for the next phase of regeneration.

RX OPTION 5.9 – Clearcut: This is an even-aged management option for areas where ski run separation and protection of regeneration is not critical, and future management will focus on forest cover.

Clearcut (with reserves) the stand, if it is not needed for skier management, removing 100% of the trees killed or infested with MPB. Retain any live trees with live crown ratios of 50% or greater. Scarify the ground to expose 25% of the surface as mineral soil, and lop and



scatter tops evenly to provide a seed source. Regeneration should be protected until it is established.

STAND 6: PURE SPRUCE (90%+) AND MIXED SPRUCE

RX OPTION 6.1 – Partial Cut (Remove all lodgepole pine): Option 6.1 creates a two-aged stand that can be moved toward uneven-aged management in the future.

Harvest all lodgepole pine in the stand (up to 35% of the basal area) and retain other species. Scarify the ground to expose 25% of the surface as mineral soil, and lop and scatter tops evenly to provide a seed source.

RX OPTION 6.2 – Selection Cutting (Partial Cut): This option regenerates the stand with spruce in phases and maintains the stand's uneven-aged character.

Harvest up to 20% of the stand in 1/4 to 2 acre groups. Scarify the ground to expose up to 25% mineral soil. Lop and scatter slash to protect regeneration. Perform the next cutting in 15 to 20 years.

RX OPTION 6.3 – Partial Cut (Thinning): This thinning maintains the stand through the current insect outbreak.

Thin the stand, removing approximately 20 to 30% of the live basal area to a residual minimum of 50 square feet per acre. Lodgepole pine and subalpine fir are the preferred species for removal, in that order. Retain Engelmann spruce and aspen. Scarify the ground to expose 25% mineral soil, and lop and scatter tops evenly to provide a seed source. Protect regeneration with methods such as fencing, signing or barriers as needed.

RX OPTION 6.4 – Shelterwood Cutting (Partial Cut): This is an even-aged management option designed to encourage an initial flush of regeneration, and protect it with the residual stand until it is less susceptible to ski damage.

Treat the entire stand as the seed cut (first cutting) of a 2-step shelterwood harvest, removing approximately 35% of the basal area to a target of 50 to 70 square feet per acre. Target lodgepole pine and other trees infested by MPB, and trees with less than 30% live crown ratios, for removal. Retain other trees. Scarify the ground to expose 25% of the surface as mineral soil, and lop and scatter tops evenly to provide a seed source. Perform an

overstory removal (second and last cutting) in 10 to 15 years.

RX OPTION 6.5 – Small Clearcuts within a Thinning (Partial Cut): This option maintains the stand through the current insect outbreak, regenerates it in phases, and moves it to uneven-aged management. This option would be used where the lodgepole pine is in groups within the stand or tree island.

Patch clearcut (with reserves) approximately 25% of the stand in 1 to 5 acre patches focusing on areas of MPB caused mortality. Thin the remaining 75% of the stand to a target of 60 to 80 square feet per acre to reduce attraction to MPB (McGregor, Amman, Schmitz and Oakes, 1987; Samman and Logan 2000), removing no more than 35% of the basal area where there are blowdown concerns. Patch shapes should be irregular and mimic natural disturbances. Strip patches along the contour can be used to limit aesthetic impacts. Scarify the ground to expose 25% of the surface as mineral soil, and lop and scatter tops evenly to provide a seed source. Perform another series of patch clearcuts in 20 years for the next phase of regeneration.

STAND 7: PURE ASPEN (90%+) AND ASPEN MIXED WITH OTHER TREE SPECIES

RX OPTION 7.1 – Partial Cut (Remove all conifers): Option 7.1 maintains aspen for the short term.

Harvest all conifers in the stand and retain aspen.

RX OPTION 7.2 – Partial Cut (Remove all aspen): Option 7.2 converts the aspen stand to a conifer stand. The resulting conifer stand will probably be an open glade.

Harvest all aspen in the stand and retain healthy conifers. Scarify the ground to expose 25% of the surface as mineral soil, and lop and scatter tops evenly to provide a seed source.

RX OPTION 7.3 – Salvage Cutting (Partial Cut): Option 7.3 salvages dead aspen, and dead and infested lodgepole pine, and maintains the aspen stand through the current insect outbreak.

Harvest all the dead aspen, and dead or beetle infested trees, in the stand, up to 35% (in stands of recently killed trees) to 50% (stands of mostly older dead trees) of the

basal area of the stand, and retain all other trees. Protect regeneration with fencing, signing, barriers, etc.

RX OPTION 7.4 – Small Clearcuts within a Thinning (Partial Cut): This option maintains the stand through the current insect outbreak, regenerates it in phases, and moves it to uneven-aged management. This option would be used where the lodgepole pine is in groups within the stand or tree island.

Patch clearcut (with reserves) approximately 25% of the stand in 1 to 5 acre patches focusing on areas of MPB caused mortality. Thin the remaining 75% of the stand to a target of 60 to 80 square feet per acre to reduce attraction to MPB (McGregor, Amman, Schmitz and Oakes, 1987; Samman and Logan 2000), removing no more than 35% of the basal area where there are blowdown concerns. Patch shapes should be irregular and mimic natural disturbances. Strip patches along the contour can be used to limit aesthetic impacts. Scarify the ground to expose 25% of the surface as mineral soil, and lop and scatter tops evenly to provide a seed source. Perform another series of patch clearcuts in 20 years for the next phase of regeneration.

RX OPTION 7.5 – Clearcut: This is an even-aged management option for areas where ski run separation and protection of regeneration is not critical, and future management will focus on forest cover.

Clearcut (with reserves) the stand, if it is not needed for skier management, removing 100% of the aspen, lodgepole pine and fir. Retain healthy and windfirm spruce. Regeneration should be protected until it is established.

REGENERATION OPTIONS

Regeneration methods for the above prescriptions focus on natural regeneration of lodgepole pine using the existing seed stock in the stands. Planting other species is an option, using seed collected from the correct seed zones on the White River NF. Supplementing natural regeneration by planting lodgepole pine grown from seed collected during harvest operations is another option.

The Regeneration Options are:

REGEN OPTION A

Natural - lop and scatter, scarify

REGEN OPTION B

Artificial - lop and scatter, scarify and supplement with transplants

REGEN OPTION C

Artificial - lop and scatter, scarify and supplement with nursery stock

REGEN OPTION D

Combination - lop and scatter, scarify and interplant nursery stock and transplants

REGEN OPTION E

None for conifer; allow aspen to fill in naturally or coppice



APPENDIX C.

BOUNDARY MANAGEMENT PLAN

The Boundary Management Plan for the Snowmass Ski Area is based primarily upon the requirements of the Colorado Ski Safety Act of 1979, as amended (the “Act”), and the provisions set forth in the applicable U.S. Forest Service permit for the Snowmass Ski Area and the Ski Area Boundary Management Guidelines released by Richard E. Woodrow, Forest Supervisor for the White River National Forest in August of 1987. This plan addresses the issues that are unique to the Snowmass Ski Area and incorporates the historical experience of the area with boundary management.

The stated goal of the guideline is to inform and educate members of the public to hazards that exist adjacent to ski areas while providing a reasonable degree of opportunity for a “backcountry experience.” At this time, the primary landowner adjacent to the Snowmass Ski Area is the Forest Service. In accordance with the Act and the applicable federal regulations, the Forest Service has not closed any of its adjacent lands and has not requested the Ski Area to post “closed” signs along any portion of its boundary. The one exception is the section of boundary that borders the Lynx Habitat Conservation Area that runs along the northeastern boundary of Burnt Mountain. That section, which is approximately 2,300 feet long, will be posted with ski area boundary signs and an additional sign that reads; “USFS Lynx Habitat Conservation Area Closed”.

A system of ropes and signs mark the ski area boundary as required by the Act. A number of Forest Service Resort Exit Points have been installed to serve as access points to National Forest System land outside the Ski Area boundary. In those circumstances where the land adjacent to the Ski Area is privately owned and the owner has requested that his land be closed to the public, the Ski Area boundary has been so signed.

The Ski Area boundary that has been marked as described above is the boundary of that terrain that has been developed, administered and operated for skiing. Until such time that the Ski Area is advised otherwise by the Forest Service, those areas that are under the Forest Service permit but outside the historic operational boundary and not approved for development

and incorporation into the operational Ski Area will be treated the same as they have historically as other National Forest System land outside of the Ski Area. For example, this is the case with the areas to the south of the Cirque and Big Burn.

Consistent with the Act, the Ski Area has no responsibility for National Forest System land beyond the Ski Area boundary or for the welfare of people or skiers once they are beyond the area boundaries that are marked as provided in this plan.

In order to delineate the Snowmass Ski Area boundary, a system of permanent posts and ropes has been installed around most of the area. The exceptions to this system are the heavily wooded areas, non-skiable terrain barriers, and areas adjacent to Snowmass Village and other residential developments at the bottom of the Ski Area. “Ski Area Boundary” signs are placed around the perimeter of the area as prescribed in the Act.

The Forest Service has located a total of six Resort Exit Points (“R.E.P.”) on the Ski Area Boundary to serve as access points to the backcountry. An R.E.P. is located at the top of each of the following lifts: the Cirque, Big Burn, and High Alpine. Additional R.E.P.s are located on the Creekside run to provide access to the Government Trail and on the eastern Ridge of Burnt Mountain below the Cornice. Each R.E.P. contains a large sign board that contains a “Ski Area Boundary” sign, the Forest Service standard National Forest access point sign, and an Aspen Skiing Company warning sign, informing people that they are leaving the Ski Area.

The following is the text for the latter sign:

WARNING:

There are many unforeseen risks and dangers in the backcountry including avalanche slopes, cliffs, gullies, stream beds, thick forests, abandoned mine shafts, and other natural hazards. No patrol services are provided beyond this point. You are leaving the Ski Area.

This U.S. Forest Service access point is for the sole purpose of providing access to the National Forest for the backcountry skier. All backcountry skiers are responsible for knowing the boundary of the Snowmass

Ski Area and the closures within the area. If re-entering the permit area, the backcountry skier may not violate any Ski Area closure. Information regarding closures and locations of U.S. Forest Service access gates can be obtained from the Ski Patrol.

In addition to these signs, the “gate” will consist of a metal gate with a self-closing hinge system that the backcountry user must open and exit the Ski Area through. Attached to this gate will be a yellow sign with red lettering that will read as follows:

This is your decision point. The backcountry can be dangerous. Proceed at your own risk.

The backcountry user may enter the Snowmass Ski Area anywhere along its boundary except where closed. Those portions of the boundary will be marked with signs, which read as follows:

Closed at this point. Enter at gate only.

A gate to enter the Ski Area is located along the boundary in the West Willow Saddle to provide access back into the ski area from the West Willow Basin.

In response to the high usage out of the following R.E.P.s, an additional sign is located at the Hanging Valley Headwall and Cirque gates which read as follows:

Attention!

You are leaving the Ski Area

There are no services beyond this point

The average cost of an out of area rescue is \$3,000.00

1. *Do you have backcountry knowledge and training?*
2. *Are you properly equipped with transceiver, shovel, probe and partner?*
3. *Do you have a current avalanched hazard and weather forecast?*
4. *Do you or anyone in your party know where you are going and how to return to the ski area?*

5. *Have you left your backcountry itinerary with anyone?*

If you answer NO to any of these questions, DON'T GO!

All Closures within the Ski Area are closures consistent with the requirements of the Act. They cannot be entered to reach the Ski Area boundary. Conversely no skier may enter or re-enter the Ski Area through a closed area. Closures will be signed with the international “Closed” sign and may also be marked with ropes.

In the event a backcountry skier is injured, lost, incapacitated or suffers an event necessitating a rescue outside the marked Ski Area boundary, the rescue effort will be the responsibility of the Pitkin County Sheriff. Any assistance that may be offered by the Ski Patrol will be performed at the request and under the direction of the Pitkin County Sheriff’s office, performed on a volunteer basis only, performed without unreasonable risk to Aspen Skiing Company personnel, and done to the extent that normal emergency preparedness within the Ski Area boundary and other obligations to the Aspen Skiing company and its guests are not jeopardized.

As a final overview, it should be re-emphasized that no section of the Snowmass Ski Area boundary is closed to the public with the exception of those areas where closure has been through established Forest Service R.E.P.s and the Lynx Habitat Conservation Area on Burnt Mountain. The Ski Area has no responsibility to those individuals skiing outside of the marked Ski Area boundaries.



File Code: 2720
Date: August 24, 2022

Mak Keeling
Senior Project Manager - Planning and Development
Aspen Skiing Company
117 Aspen Airport Business Center
Aspen, CO 81611

Thank you for the time and effort you and the Aspen Skiing Company (ASC) team have put into the 2022 Snowmass Master Development Plan. The White River National Forest (WRNF) has reviewed the plan and in general, this plan meets the objectives of the WRNF, Forest Plan for Management area 8.25 Ski Area – Existing and Potential. With a focus on “*Nature Based Recreation*” activities, there are many improvements that will support the public experience at Snowmass.

There are a few specific items that the WRNF would like ASC to consider more closely. These items were discussed during our 8/5/22 meeting, and this letter outlines the considerations below.

WRNF 8/2022 Comments

1994 Snowmass Record of Decision (ROD)

- The 1994 ROD for Snowmass is now 28 years old. Environmental conditions, and recreational uses have changed during this time. We recognize that this analysis is part of the historic planning process for Snowmass, however these prior approvals will require new environmental analysis due to a changed condition.

Burnt Mountain Winter Improvements

- “*Previously Approved /Planned Glading*” Depictions on Figure VI-1 will require additional analysis (see comment above). I would also like ASC to reconsider new glading projects and look for opportunities to preserve continuous tree islands and timber stands. Please see general glading comments as a separate item below.
- “Burnt Mountain Lift”, “Naked Man Lift” One of the unique qualities of Burnt Mountain is the ‘hike to’ aspect of the terrain. Many areas of Snowmass have lift service, perhaps it adds variety to have some areas that are not. It’s a different type of terrain, with different access and I would like ASC to consider preserving this unique experience.

Burnt Mountain Summer Improvements

- “*Proposed Downhill Biking Trails*” Burnt Mtn. is not currently zoned for summer uses due to its high quality wildlife habitat. WRNF has recently extended the springtime public closure of this entire area, including the critical elk caving habitat that extends to Buttermilk. This decision was based on the need for greater cow/calf retention from this



elk herd and is supported by Colorado Parks and Wildlife. It is important to respect the declining herd in this area by minimizing public disruptions. I would like ASC to explore other areas of the mountain for additional downhill bike trails, if additional bike trails are needed. I encourage ASC to take a closer look at Sandy Park, Two Creek or Sam's Knob as alternative locations.

Additional Glading Projects

- Snowmass currently offers a large amount of gladed terrain, with additional glading approved and not yet implemented. There is valuable wildlife habitat in uninterrupted tree islands, as we discussed. Depending on location, water availability and adjacent tree stands, even small tree islands can support wildlife. There is not a set 'minimum size' for a tree island to be valuable, it depends on many factors. I encourage ASC to look at reduced acreage for potential glading, especially large tree islands and tree islands near extended habitat. I would also encourage more accurate depictions of glading that has already been implemented.

Huts/Camps/Primitive Camps

- The WRNF and/or our existing partners offer these types of experiences within a reasonable distance, and it is difficult to recognize the true need for this experience to be offered at Snowmass. Nationally, lodging experiences at ski areas are offered on private land with few exceptions. If ASC has identified the need for on mountain lodging, I would encourage ASC to explore the private land that is available to fulfill this type of offering.

In addition to the location specific recommendations listed above I encourage ASC to invite Colorado Parks and Wildlife into a pre-acceptance discussion regarding this new MDP. This discussion is especially important to me in regard to the proposals in the Burnt Mtn area. I am happy to have myself and/or my staff participate in this discussion.

Please consider these comments closely as ASC makes edits to the 2022 Snowmass MDP. Please reach out to Monte Lutterman monte.lutterman@usda.gov with any questions, clarifications, or ideas you may have to ensure that this MDP achieves desired results for both ASC and the WRNF.

X

SCOTT G. FITZWILLIAMS
Forest Supervisor

cc: Kevin Warner, Monte Lutterman, Shelly Grail



Scott G. Fitzwilliams
Forest Supervisor
USDA Forest Service
White River National Forest, Aspen-Sopris Ranger District

November 18, 2022

Re: 2022 Snowmass Master Development Plan - Response to USFS letter dated August 24th, 2022

Dear Scott,

Thank you for your thoughtful letter regarding our draft Snowmass Master Development Plan submission and for your suggestion that Aspen Skiing Company (ASC) and the White River National Forest (WRNF) jointly meet with Colorado Parks & Wildlife (CPW) to obtain that agency's reactions to our proposal.

On October 18, 2022, representatives from ASC and WRNF met with CPW's Matt Yamashita and Kurtis Tesch. Having a conversation outside of the formal application process was valuable. It helped us gain a deeper understanding of CPW's desire to manage elk herd size and habitat, which we learned is based in part on community and other public agency input, and we identified some shared causes on which we can collaborate in the future.

Aspen Skiing Company has carefully processed those discussions, as well as the comments about our plan included in your letter dated August 24, 2002. We have made several revisions to the original plan in response to the feedback received. Those changes are summarized below. This letter also provides additional insight into our proposals for summer biking trails and overnight facilities.

Plan Changes

Changes to the plan originally submitted to you in May 2022 are as follows:

- Proposed glading areas have been reduced or eliminated, reducing total planned gladed terrain areas from 294 acres to 214 acres.
- Rustic camping has been removed from the plan.
- The previously approved, not-yet-implemented "Naked Man" surface lift has been removed from the plan.
- The high-altitude-traverse hiking trail has been removed from the plan.

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Snowmass | Aspen Mountain | Aspen Highlands | Buttermilk

- Summer biking trails in Burnt Mountain have been reduced and adjusted.

Environmental Review

The Record of Decision (ROD) for the Snowmass Ski Area Final Environmental Impact Statement (FEIS) that approved Burnt Mountain ski infrastructure was approved in 1994. Because of the passage of time, we understand that the projects listed in the Previously Approved/Not Yet Implemented Projects category in the Burnt Mountain area of the existing SUP (the lift, P1-P4 ski trails, and the glades) will trigger a new environmental analysis, which will be scoped by your team when we submit a Project Proposal Letter for any work in this area. While we do not have a short-term timeline for completing work in this area, we do expect to initiate projects within the lifespan of this Master Development Plan.

Summer Biking Trails

The Snowmass Master Development Plan draft submission contemplated—and still contemplates—downhill biking trails in the Burnt Mountain area. In your response to our draft submission, you questioned why Burnt Mountain was the best area for bike expansion. Prior to submission, we extensively studied all options within the Snowmass Ski Area SUP for expanding our popular downhill biking network. The details of that analysis were not included in our draft proposal, so we offer them here.

To assess the entirety of the Snowmass Ski Area for the potential of expanding downhill bike trails, Gravity Logic (the industry's premier mountain biking consultant) was retained. Areas examined by Gravity Logic and ASC included:

- the entire Sam's Knob pod
- the entire Big Burn pod
- the entire Alpine Springs pod
- the Two Creeks pod
- the lower Burnt Mountain pod
- the upper Burnt Mountain pod

Gravity Logic concluded that the Sam's Knob pod, upper Big Burn pod, and upper Alpine Springs pods were either too rocky, too steep and/or did not have reasonable access points. These areas were subsequently deemed unsuitable for additional trails. Two Creeks was determined to provide quality mountain biking terrain, but trails would be unable to connect back to Snowmass Base Village and/or the bottom of the Elk Camp Gondola, and thus were ruled out. The lower Big Burn pod, while not

ideal due to the limited amount of tree canopy coverage, does otherwise have suitable terrain, and we have included new downhill bike trails in this area in our plan. The upper Burnt Mountain pod, due to its combination of tree canopy, grades, accessibility from existing downhill trails, and adjacency to existing summer use infrastructure at Elk Camp, was deemed as ideal for providing additional advanced and intermediate terrain, and we subsequently commissioned Gravity Logic to develop a conceptual trail network layout.

Based on the rationale described above, we stand by the conclusion that Burnt Mountain provides the most suitable terrain and the best guest experience.

That being said, we have adjusted our proposed trails plan in the upper Burnt Mountain pod to better reflect site-specific data about elk habitat contained in the 1994 FEIS, as well as to incorporate insight gleaned from our discussions with WRNF and CPW. Specifically, we reduced the total length of trails by approximately two miles and limited the coverage area of the downhill bike trails to meet the following parameters:

- All proposed downhill bike trails are located outside of identified elk calving areas described in the 1994 FEIS and as currently identified in CPW's published GIS data.
- All proposed downhill bike trails on Burnt Mountain are only located in areas above 9,600'. Elevations below 9,600' in this area are described as a critical component to elk calving areas due to snow still being present above this elevation during calving season, and previous studies also indicated its suitability as summer habitat. The qualitative difference in the higher elevation terrain (above 9,600') versus lower elevation terrain was described in the 1994 FEIS thusly: "Much of the proposed expansion area contains summer range of low-to-moderate suitability for elk. Some lower elevations, however, provided habitat of high suitability during early summer."
- All proposed downhill bike trails are located outside of areas with aspen stands. We made this adjustment after CPW told us that aspen groves with dense understory are prime terrain for elk calving areas.
- All proposed downhill bike trails are located outside of a ¼-mile radius from all aspen groves with a water source, which CPW described as critical for elk calving habitat and for summer terrain.
- Language has been added to the plan confirming there will be no proposed use, work, or operations within the Burnt Mountain area from May 15 to June 27 of each year, or as occasionally adjusted by the WRNF. This will extend the existing elk calving

restrictions we use on the east side of Snowmass Ski Area to encompass the Burnt Mountain area.

- None of the proposed downhill bike trails will connect to the Government Trail or to the Town of Snowmass Village's mixed-use cross-country trails. This will limit the potential for people to access these trails during the elk calving closure periods.

Overnight Facilities

With regards to the overnight facilities proposed in our draft plan, we have removed primitive camping from the plan but are requesting to keep the huts and platform camping components. We believe that both of these offerings will promote nature-based recreation that allows a wider cross section of people, including those with physical limitations, to fully experience the WRNF. These huts would be complementary to the other hut systems that currently exist on WRNF lands, as those huts are subject to exceedingly high demand from local and visiting users.

The huts and platform-camping facilities support Snowmass's goal, as stated in the MDP, to develop and expand activities on WRNF lands that introduce visitors to the mountain environment without requiring specialized skill or knowledge. Huts and platform camping create opportunities for those:

- Who don't possess the physical fitness (including young children) and/or have health/mobility issues that limit their ability to access the 10th Mountain and Braun Hut systems;
- Who aren't sufficiently adventurous to find the 10th Mountain and Braun Hut systems appealing;
- Who simply don't have the proper gear and training to safely access the nearby 10th Mountain and Braun Hut systems.

We believe there is a need for additional overnight facilities in the WRNF, based on the current demand for the 10th Mountain Division and Braun Hut Systems and the growing demand nationwide for outdoor experiences from new outdoor recreationalists. Since 2019, outdoor participation grew nearly 7% to 164.2 million participants, based on data from the Outdoor Industry Association. Snowmass can support these facilities with existing infrastructure and provide a similar experience to the 10th Mountain Division and Braun Hut Systems while offering more accessibility, all within Snowmass's SUP boundary.

The Snowmass huts concept was included in the 2015 Snowmass Master Development Plan, and the idea was received favorably by the local community at that time. We did not provide specific locations for the huts in 2015, but we have subsequently analyzed potential locations on both private

and public land within the Snowmass SUP. The desired experience for the hut and platform-tent camping is for guests to build an appreciation for the natural environment by feeling embedded in high alpine surroundings. We were not able to find tracts of private land within the SUP that would deliver the remote setting that connects guests with the outdoors. In evaluating the private land options available, we concluded that the setting on private land would feel more like a backyard camping experience adjacent to an existing neighborhood and would not result in the desired remote hut experience we envision. We are very enthusiastic about the hut locations proposed in the plan and look forward to visiting the sites with you.

Thank you again for meeting with us to discuss the components of the 2022 Snowmass MDP. We look forward to continuing our review of the plan with you and your team. We will submit the updated 2022 Snowmass MDP document to Monte Lutterman and Kevin Warner electronically as well as physically at the Sopris Ranger Station.

Thank you,

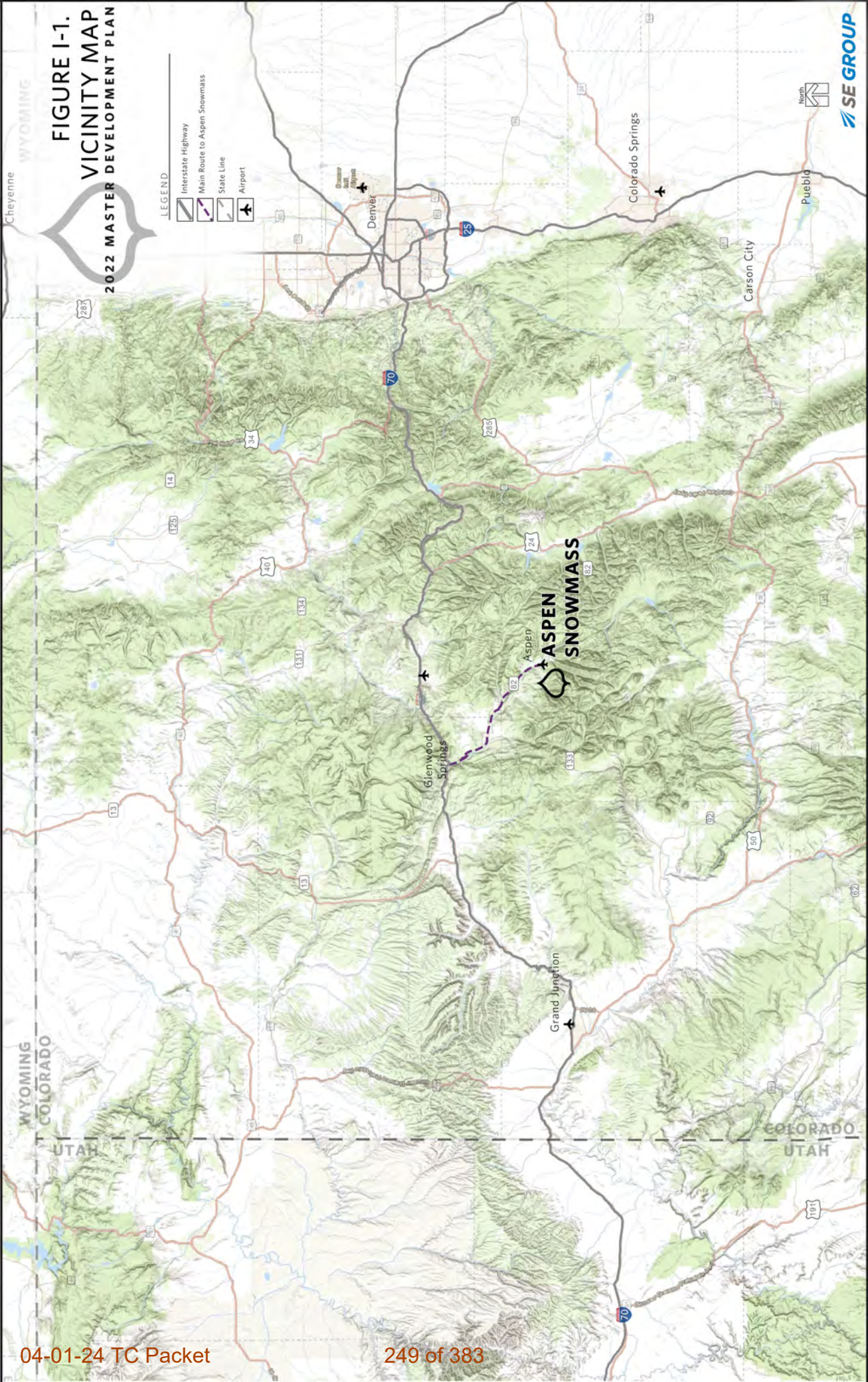


Mak Keeling
Senior Project Manager, Planning & Development
Aspen Skiing Company

Cc: Mike Kaplan, Rana Dershowitz, Chris Kiley (Aspen Skiing Company)
Kevin Warner, Shelly Grail, Monte Lutterman (White River National Forest)



Figures



**FIGURE I-2. PROPERTY
BOUNDARIES PLAN
2022 MASTER DEVELOPMENT PLAN**

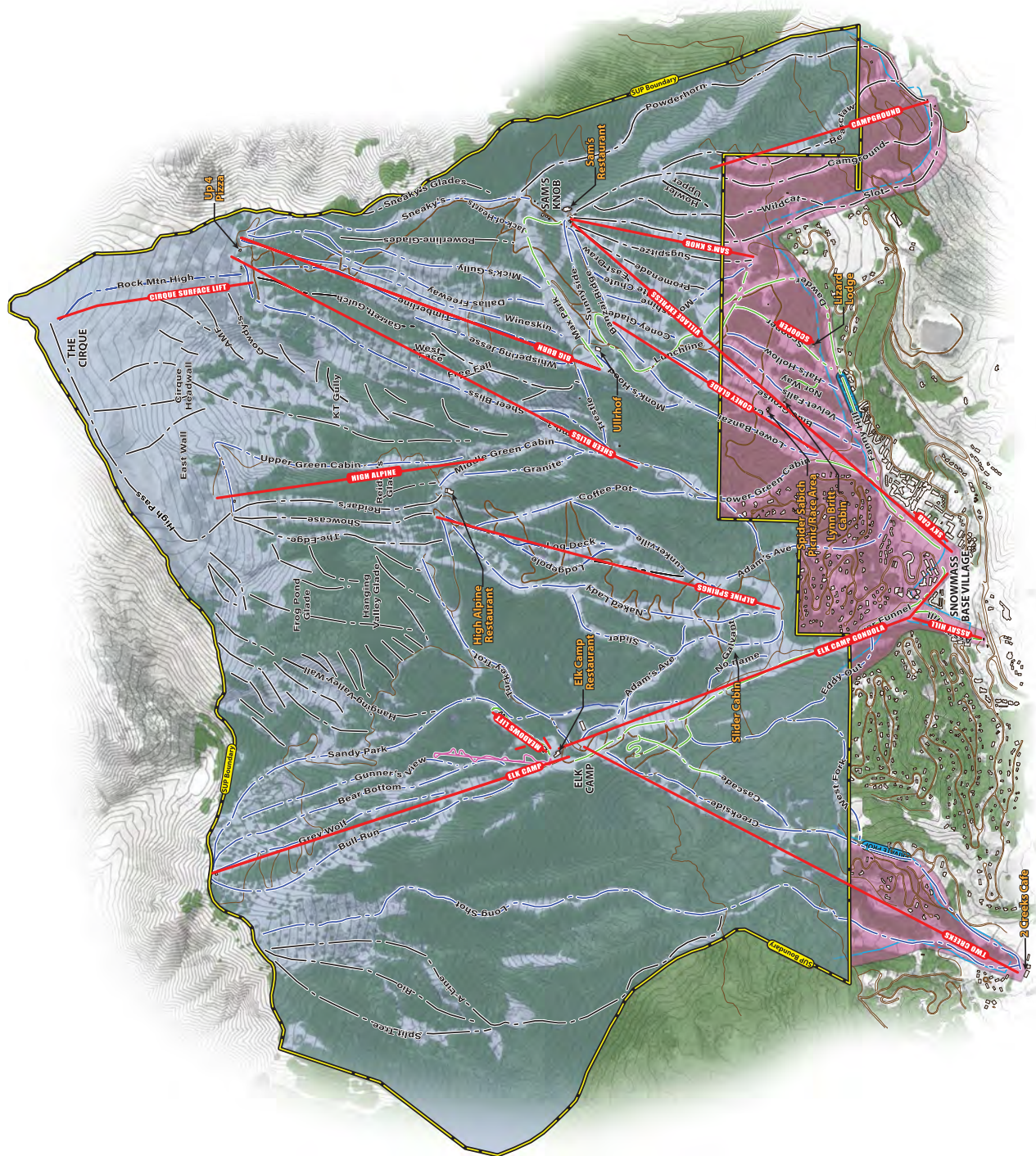
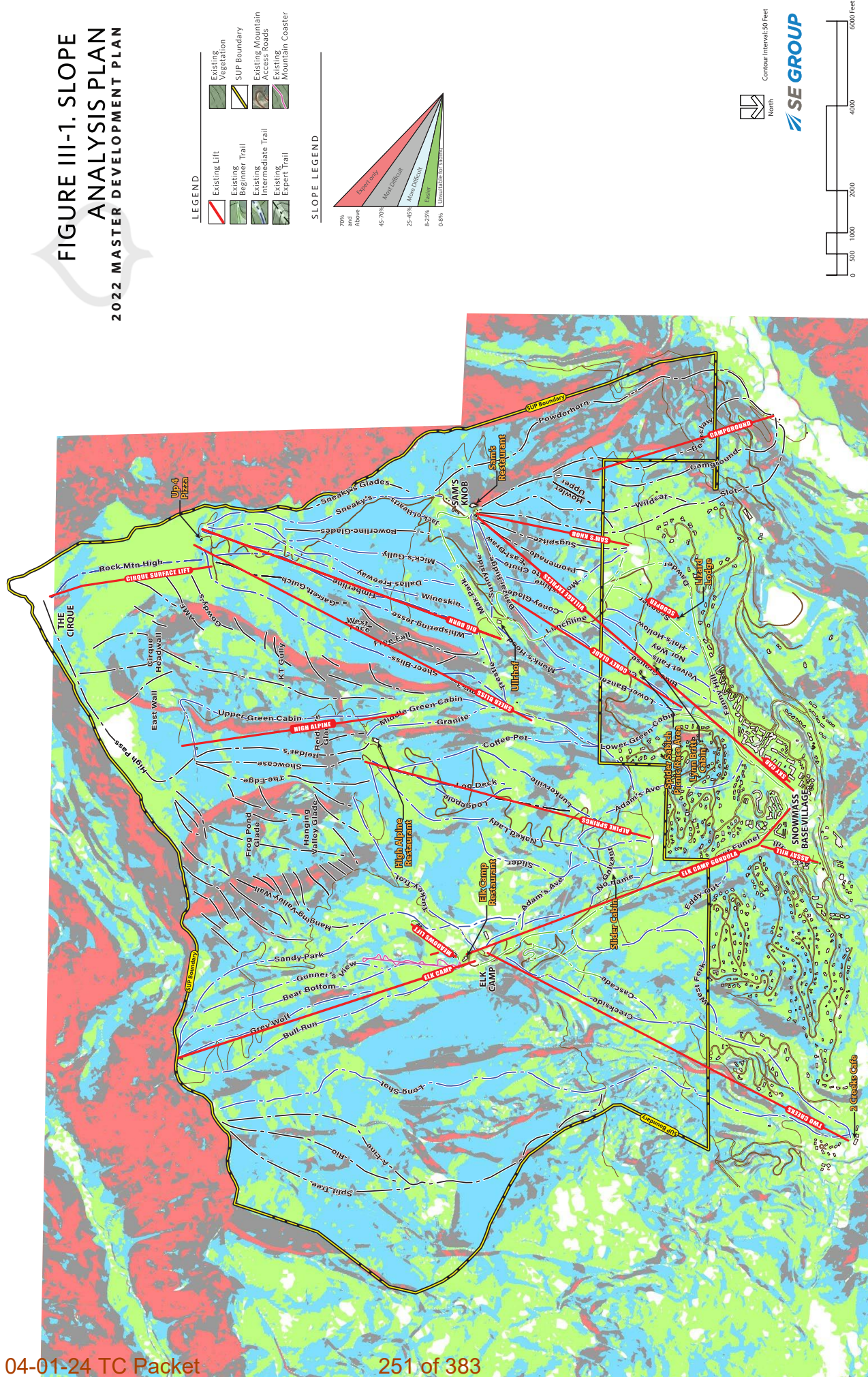
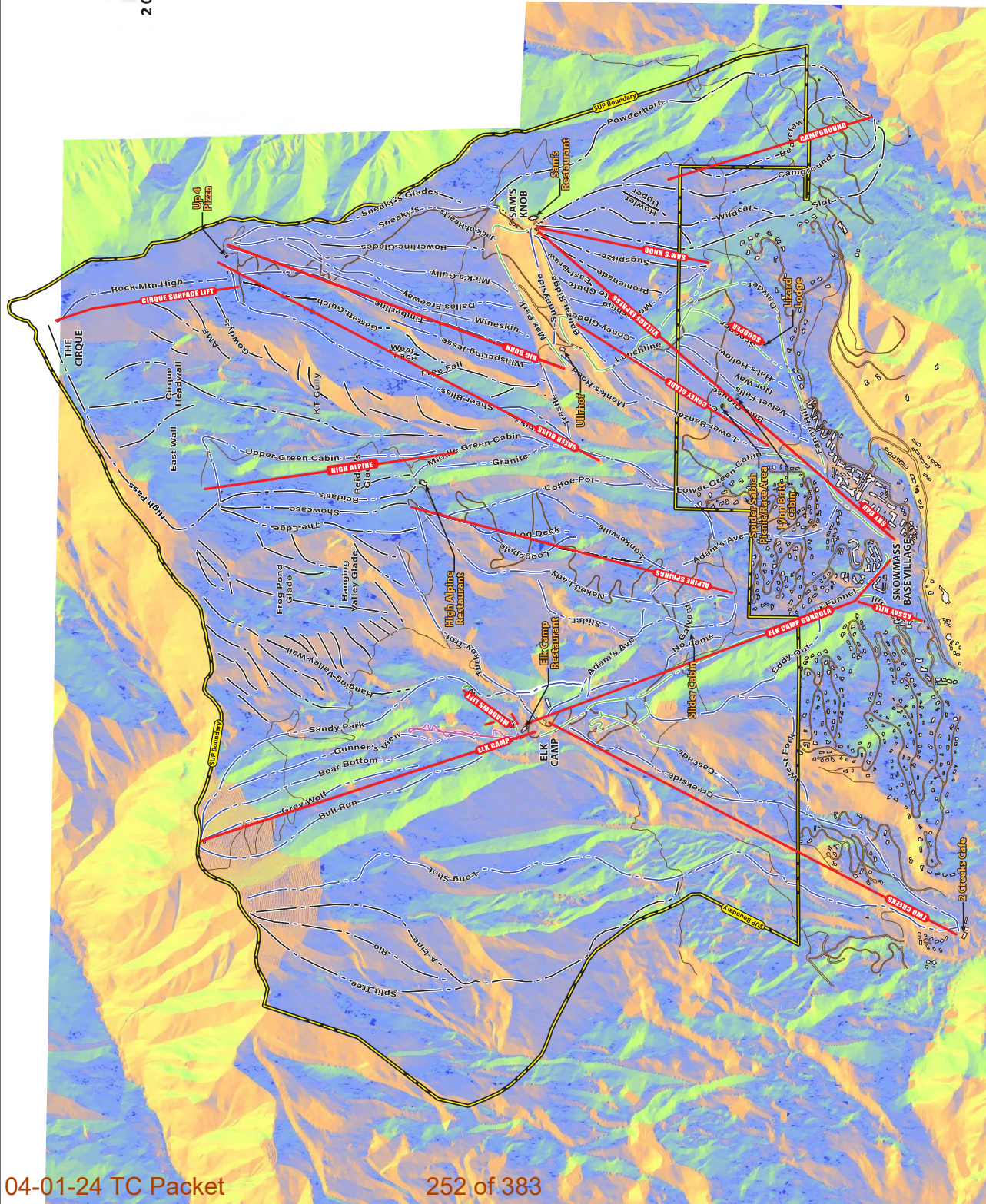


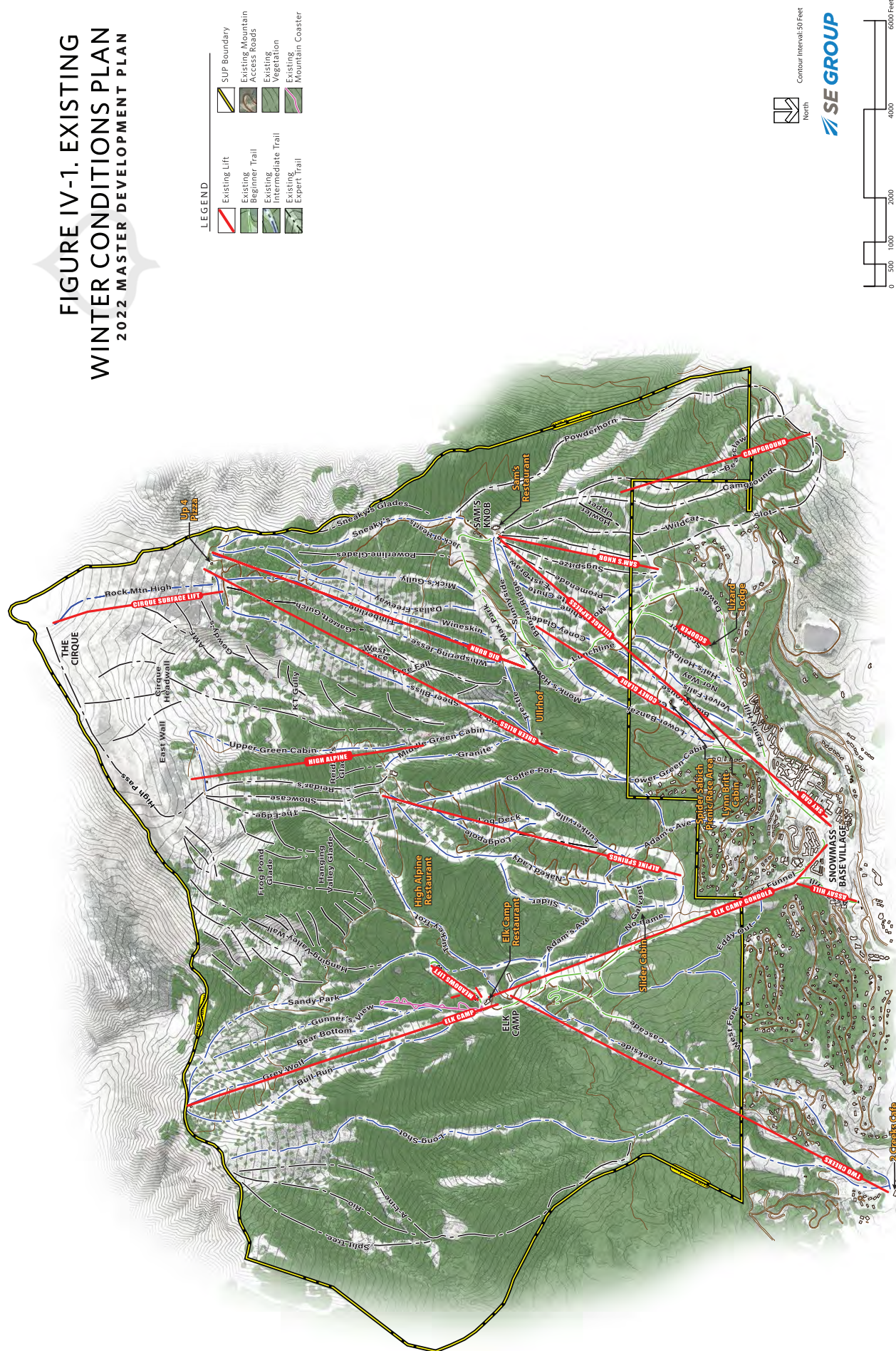
FIGURE III-1. SLOPE
ANALYSIS PLAN
2022 MASTER DEVELOPMENT PLAN



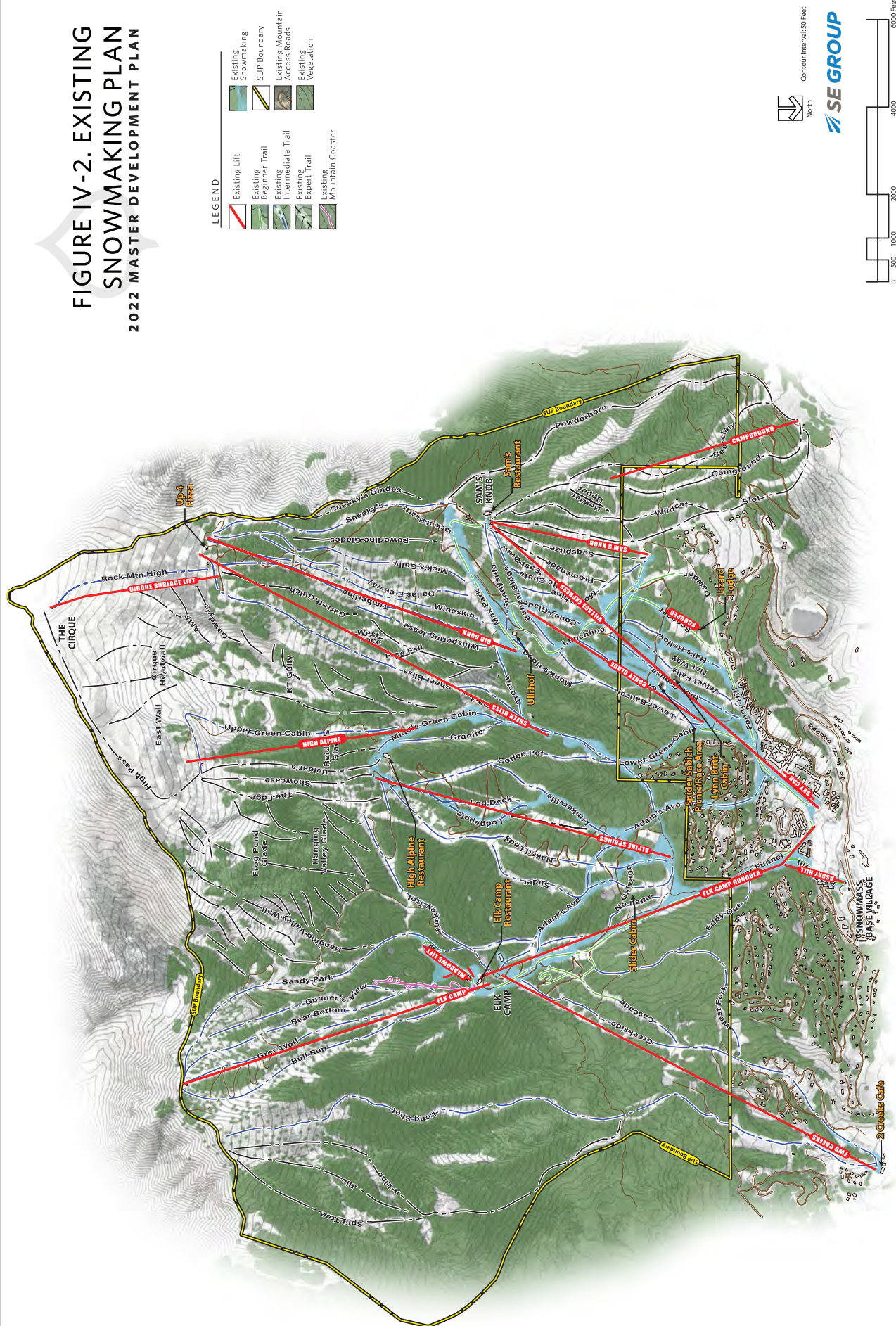
**FIGURE III-2. ASPECT
ANALYSIS PLAN
2022 MASTER DEVELOPMENT PLAN**



**FIGURE IV-1. EXISTING
WINTER CONDITIONS PLAN
2022 MASTER DEVELOPMENT PLAN**



**FIGURE IV-2. EXISTING
SNOWMAKING PLAN
2022 MASTER DEVELOPMENT PLAN**

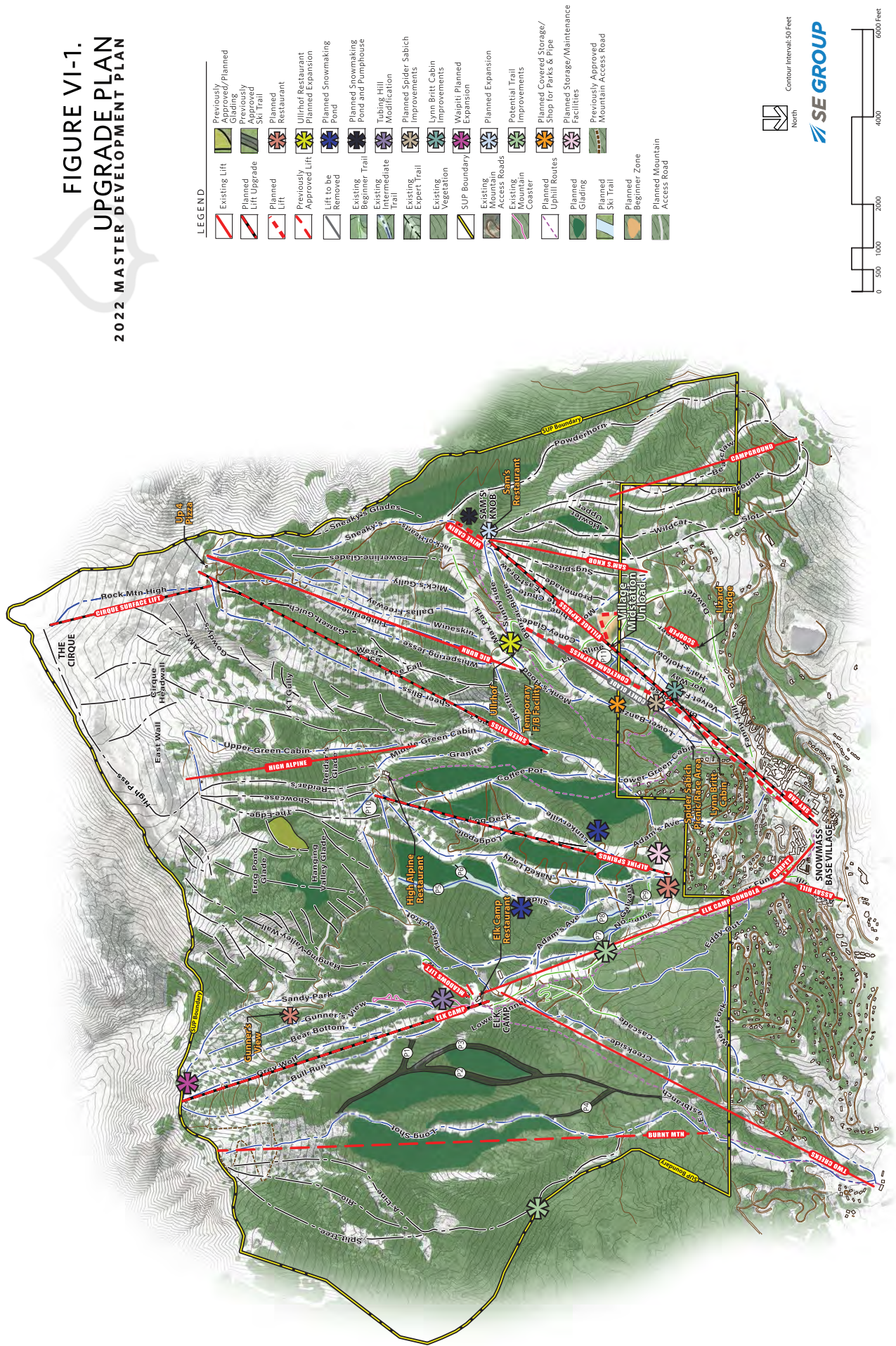


**FIGURE IV-3. EXISTING
SUMMER CONDITIONS PLAN
2022 MASTER DEVELOPMENT PLAN**



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**FIGURE VI-1.
UPGRADE PLAN
2022 MASTER DEVELOPMENT PLAN**



**FIGURE VI-2. UPGRADE
ELK CAMP ZOOM IN
2022 MASTER DEVELOPMENT PLAN**

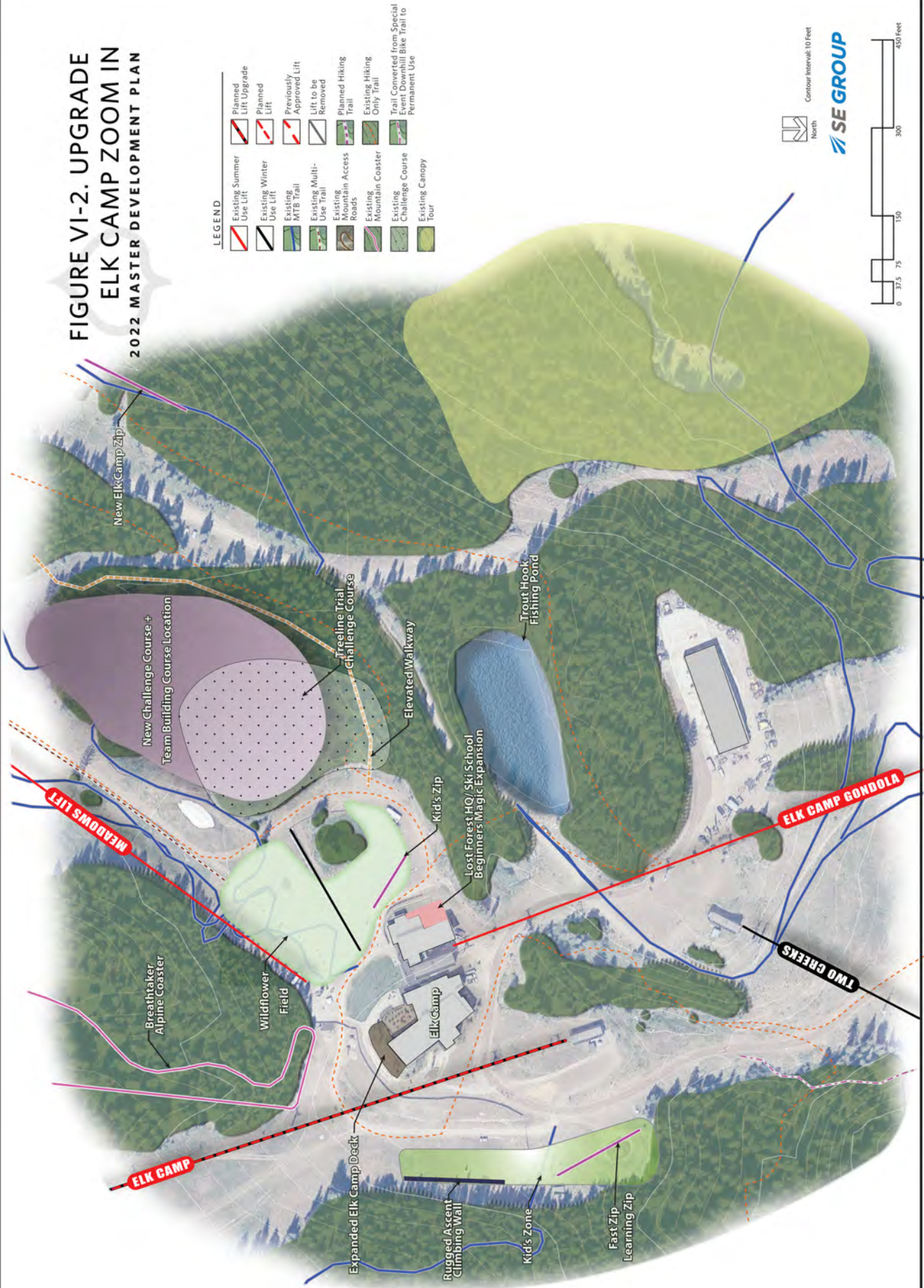
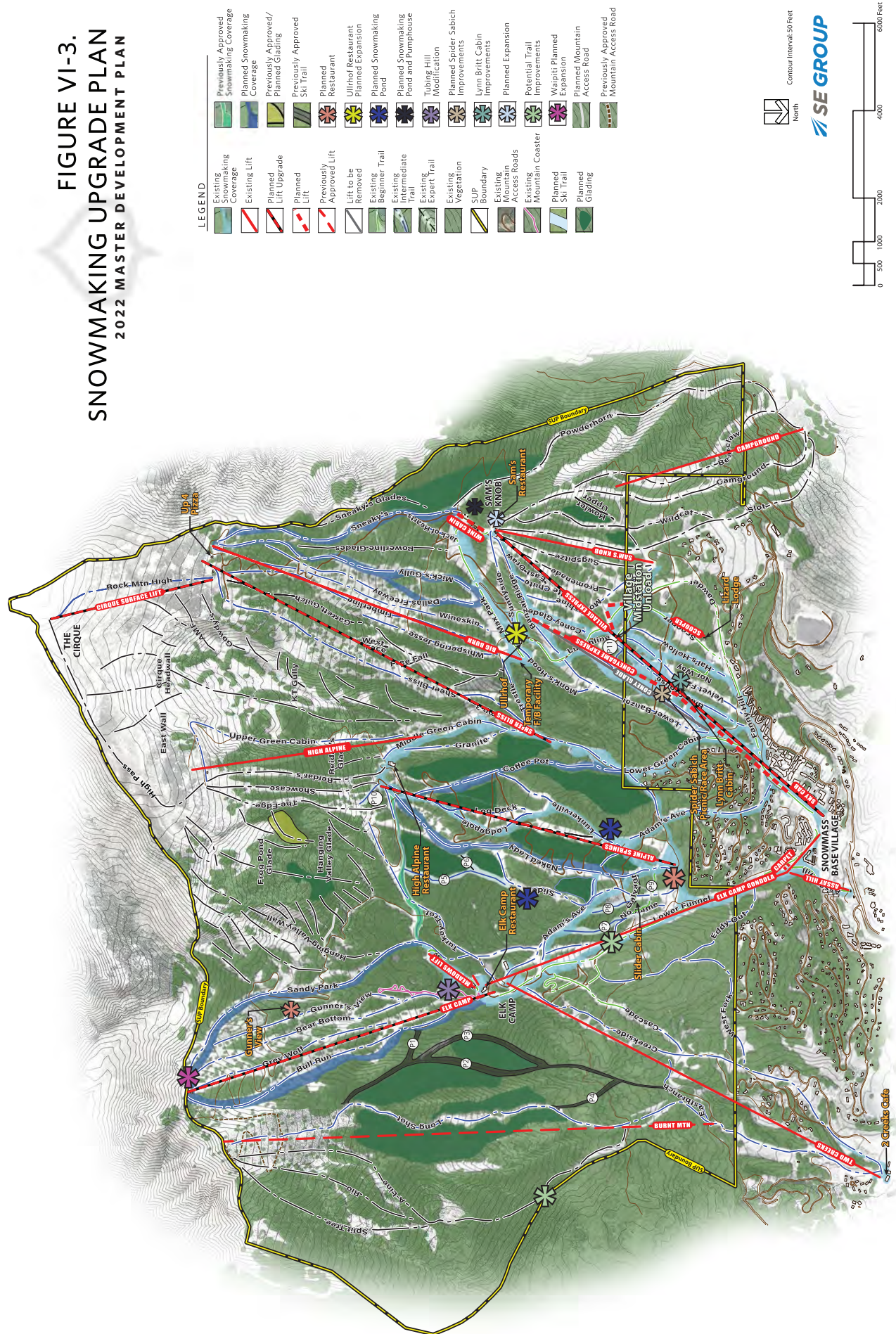
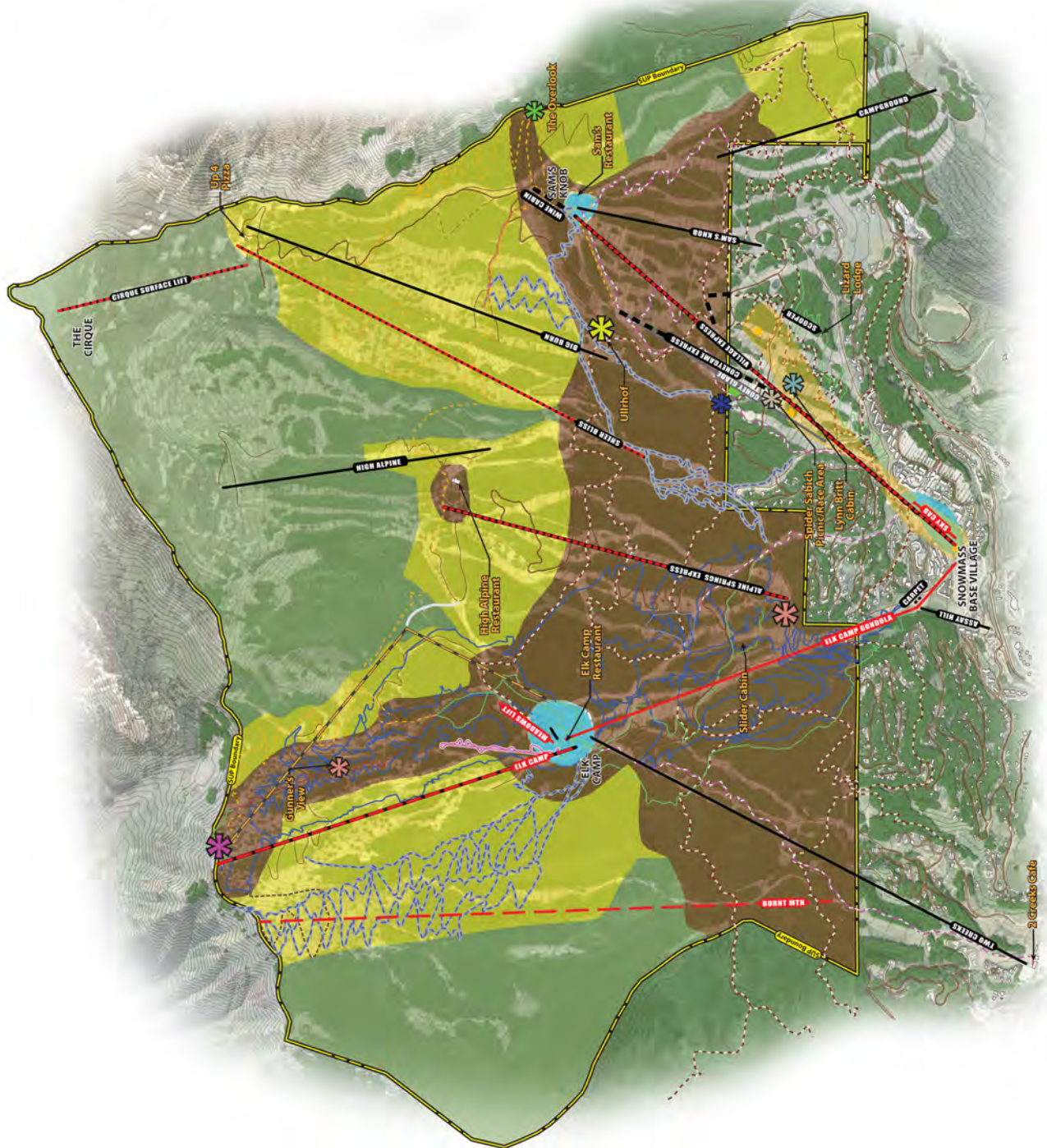


FIGURE VI-3.
SNOWMAKING UPGRADE PLAN
2022 MASTER DEVELOPMENT PLAN



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FIGURE VI-5. PROPOSED
SUMMER ZONING PLAN
2022 MASTER DEVELOPMENT PLAN



Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

April 1, 2024

AGENDA ITEM:

First Reading of Ordinance #4, 2024 Regarding Proposed Changes to the Permanent Moderate Housing Regulations

PRESENTED BY:

Betsy Crum, Housing Director
Jeff Conklin, Town Attorney

BACKGROUND:

In 2023, the Town Council requested an opportunity to discuss various requirements of the Permanent Moderate Housing Regulations. The existing Regulations were last revised and updated in 2018 and enforce Chapter 17 of the Municipal Code and are incorporated by reference in that Code, which reads:

Sec. 17-11 **Regulations.** The Housing Manager shall establish rules and regulations to effectuate the provisions of this Article after conducting a public hearing and with the advice and consent of the Town Council. All rules and regulations so established shall be enforceable as if enacted in this Code.

At the June 5, July 17, September 11, November 20, 2023, January 2, 2024, January 16, 2024, and March 4, 2024 Town Council meetings, we reviewed the current rental and ownership housing programs in detail and discussed many of the provisions and nuances of the current Regulations. **Consensus was reached on the following changes to TOSV Regulations – changes from the March 4th meeting are noted in red:**

17.3.4.1 Employment Qualifications:

Change the working requirement to either 1400 hours and 80% of income in Snowmass Village or 1600 hours and 70% of income earned in Snowmass Village. **We have clarified this option throughout the Regulations to ensure consistency.**

17.3.5 Restriction on Ownership of Other Real Property

Change the language to also prohibit ownership of other properties in region by using trusts, LLCs or other mechanisms to disguise ownership. **This section has been**

amended to incorporate an exception for people who purchase and own property as part of a remodeling or similar business, provided the home is not occupied and it is sold within 6 months of completion.

17.3.4.2 In Complex Priority

Clarifies that in-complex priorities are only available to owners who currently work full-time for a Snowmass Village business. This has been our practice but needs to be explicitly stated.

17.3.6 Local Priority

This is a new section that would grant additional benefit to qualified applicants who graduated from the Aspen School District. Provided they lived in Snowmass Village for at least 8 consecutive years prior to high school graduation and had an absence from TOSV following graduation for not more than 6 years. These applicants would be given credit for five years of employment in the lottery.

17.4.1 Housing Unit Inspection

Change the language to state that we will engage a third-party inspector to perform home inspections when listed for sale.

17.4.2 Notice of Intent to Sell

Increase the resale fee from \$1,000 to \$2,000 to better reflect the actual costs of advertising the sale.

17.4.3.1 Energy Efficiency Improvements

Add improvements that measurably reduce carbon emissions to the list of eligible improvements in this category.

17.5.2 Biennial Requalification

Add the above language prohibiting acquiring interest in a residential property in the Roaring Fork Drainage

17.6.2 Housing Unit Rental

Add the ability to rent to a seasonal employee and require the homeowner to work with the Housing Office on setting a rental rate if they rent a bedroom in their home.

17.7.2. A new section has been added to ensure that a minor child may remain in the home in the event of the death of their parents. The ownership will be transferred to the surviving child, who may remain in the home with a guardian until they reach the age of 22, at which time the home will be sold.

These updates will necessitate updates to both the Permanent Moderate Housing Regulations and to Chapter 17 of the Municipal Code. The latter requires that changes be made by Ordinance.

FINANCIAL IMPACT:

Not applicable.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

In 2023 the Town Council established the following housing goals:

Providing more affordable workforce housing options within the Village enables community members to contribute to the local economy AND helps to build a strong, emotionally connected and engaged community. Town Council remains committed to implementing the 2021 Housing Master Plan.

Understanding that Village residents are served by local governmental organizations that are physically outside of the town, TOSV will work closely with those partner entities to create a more inclusive workforce housing framework that will integrate additional people/positions/organizations into our housing program. TOSV will endeavor to leverage additional financial resources from these partners to help meet our respective housing needs.

The TOSV Housing Program provides the foundation for this goal and has set us apart from most Colorado ski communities since its inception.

RECOMMENDATION

It is the recommendation of Town Staff, that the Council, by motion, Approve Ordinance 4, 2024, on first reading and that second reading of the ordinance be set for the Council's regular meeting to be held on May 6, 2024.

ATTACHMENTS:

Attachment A: Regulations – CHANGES from 3.4 meeting. This shows the changes made based on the Council's direction at the 3.4 meeting as a comparison to the prior version.

Attachment B: Regulations – Consolidated changes. This shows all of the changes proposed at the 3.4 meeting as amended by the Council's direction at the 3.4 meeting. In other words, it incorporates all of the changes.

Attachment C: Regulations – clean version of Regulations incorporating these changes.

Attachment D: Ordinance to amend the Code and adopt the Regulations – There are just a few minor changes from the last version, based on Council’s direction. This is not redlined.



Permanent Moderate Housing Regulations

- 17.1 Purpose
- 17.2 Definitions
- 17.3 Application
- 17.4 Resale Procedure
- 17.5 Mandatory Resale
- 17.6 Rental
- 17.7 Exempt Transactions
- 17.8 Release of Restrictions
- 17.9 Remedies of the Town
- 17.10 No Guaranty or Warranty Disclosure

17.1 Purpose. It is the goal of the Town of Snowmass Village to support a viable workforce and to continue a commitment to workforce housing opportunities that best balance the character and resources of the Town. These Regulations effectuate the provisions of Chapter 17, Article I of the Municipal Code and shall be enforceable as if enacted as a part thereof.

17.2 Definitions

As used in these Regulations, the following words shall be construed to have the meanings defined below:

Active employment means a minimum of one thousand four hundred (1400) hours during a minimum period of eight (8) months per calendar year.

Disabled Employee Prioritization is available to a qualified applicant who personally has or who ~~residents~~resides with a dependent who has a physical impairment that substantially limits the ability of the person to walk and/or climb stairs, as documented in writing by a medical doctor licensed in the State of Colorado.

Disabled housing unit means a housing unit that complies with the accessibility provisions of the Americans with Disabilities Act (ADA) and Chapter 18 of the Town of Snowmass Village Municipal Code.

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Home occupation means a business that complies with the requirements of Sec. 16A-3-240 of the Town of Snowmass Village Municipal Code.

Employee means an adult who is actively employed by a licensed employer, as defined herein.

Employer is a business licensed:

- a. Pursuant to the Town of Snowmass Village Municipal Code with a principal place of business in Snowmass Village for a minimum of three (3) years; or
- b. To do business within Pitkin County, and having a principal place of business within Pitkin County.

Housing Manager is the individual designated by the Snowmass Village Town Manager to implement these Regulations, or his or her designee.

Housing unit means a dwelling unit that is subject to the provisions of these Regulations.

Income is calculated by averaging the adjusted gross income shown on the last three (3) filed Federal Income Tax returns. To qualify for purchase, a minimum of eighty percent (80%) of the applicant's income must be income earned within Snowmass Village and be verifiable by tax return or W-2 form. Income and Net Worth levels for joint applicants will be combined.

Maximum resale price means the maximum price for which a housing unit may be sold. The maximum resale price is computed in accordance with the resale price procedures established for each project under section 17.4 of these Regulations.

Owner means the fee simple owner of a housing unit.

Pre-sale inspection means an inspection of the housing unit to confirm that the housing unit has been kept and maintained in a clean and orderly condition, normal wear and tear excepted, in a manner determined by the Housing Manager.

Qualified applicant means all adult applicants who collectively meet the qualifications for purchase of a housing unit, as established from time to time by the Housing Manager, and taking into consideration employment, income, net worth, unit size, dependents, and any other criteria established by the Housing Manager, as set forth in these Regulations.

Resale fee means a fee collected upon the filing of a notice of intent to sell a housing unit, as determined by the Housing Manager, as set forth in these ~~regulations~~ Regulations.

Requalified owner is an owner who, following the initial purchase of a housing unit, meets the qualifications for employment, income, net worth and residency established by the Housing Manager, as set forth in these Regulations

Residential dwelling unit means any residential property within the Roaring Fork River drainage situated in Eagle, Pitkin, or Garfield Counties, or within the communities along the Colorado River Drainage corridor from and including the unincorporated No Name area to and including the City of Rifle.

Unit size means a housing unit intended to be occupied by a minimum or maximum number of occupants as established by the Housing Manager.

17.3 Application. The Permanent Moderate Housing Regulations apply to the use, occupancy and sale of the following developments: Capitol Peak Condominiums, Coffey Place ~~(when completed)~~, Country Club Townhomes, Creekside Condominiums, Crossings at Horse Ranch, Daly Permanent Moderate Housing Townhomes, Mountain View Permanent Moderate Housing Condominiums, all phases of Rodeo Place, Sinclair Meadows, and all other Permanent Moderate Housing developments and housing units recognized by the Snowmass Village Town Council.

Commented [JJC1]: This will be relocated as part of the "consolidation" of the Regs and Code.

17.3.1 Application Procedure. On forms specified by the Housing Manager, an applicant shall provide information concerning employment, income, net worth, unit size, dependents and such other information deemed reasonably necessary to determine whether the applicant can be deemed a qualified applicant. All information provided by an applicant shall be considered confidential.

17.3.2 Procedures. Applications are available at the Housing Department office. Completed applications must be submitted with an application fee. An application is active for twelve (12) consecutive months. To apply for another housing unit, a Confirmation Affidavit shall be completed, with updated information, and a reapplication fee shall be paid. Incomplete applications will not be considered.

17.3.3 Verification of Application Information. The Housing Manager will verify all information contained in an application. If the Housing Manager determines that any information or statements in an application are not true or accurate, then the applicant may be permanently precluded from applying for the purchase of any housing unit or for applying to rent any Town apartment.

17.3.4 Qualified Applicant.

17.3.4.1 Employment Qualifications. To apply for a housing unit, an adult employee must ~~have been either~~ meet one of the following qualifications: (a) ~~actively~~ active employment for a minimum of one (1) year, and currently employed by an employer licensed pursuant to the Snowmass Village Municipal Code with a principal place of business in the Snowmass Village

as defined in Section 17-3 of the Code ~~for the minimum of one (1) year~~, (b) worked 1600 hours and earned 70% of income in Snowmass Village for ~~the~~ a minimum of one (1) year, or (c) ~~employed~~ active employment in Pitkin County for a minimum of three (3) years. ~~A minimum of one thousand four hundred (1400) hours worked during a minimum period of eight (8) months per calendar year constitutes a year of active employment, and currently employed in Pitkin County.~~

Commented [JJC2]: See definition of "active employment"

Licensed home occupations (as defined in the Town of Snowmass Village Land Use Code Sec. 16A-3-240) are qualified, provided they meet the definition of an employer in and derive a minimum of 80% of income from products, services or other direct benefits to the residents and/or businesses of the Town of Snowmass Village (if Snowmass Village applicant) or Pitkin County (if Pitkin County applicant). Applicants must provide proof of business license, a current Profit and Loss statement, a current list of clients, and any other information deemed necessary to verify eligibility, in addition to the other required application documents.

The following lottery tiers establish the priorities for applicants. All applicants must also meet employment, income, asset and occupancy requirements. After applicants are qualified, they will be entered into a lottery tier using the priorities listed below.

Lottery Tiers	Lottery Priorities
1st	In-Complex
2 nd	Downsizing from one housing unit to another unit, provided the downsized unit has fewer bedrooms than the current unit. In the case of new construction, no more than 25% of the initial units shall be made available for downsizing unless otherwise established by the Town Council.
3rd	Snowmass Village full-time employment with 3 or more years
4th	Snowmass Village full-time employment with 12-35 months
5th	Snowmass Village full-time employment with 3 or more years; 2 people may apply for a 3-bedroom unit
6th	Snowmass Village full-time employment with 12-35 months; 2 people may apply for a 3-bedroom unit
7th	Pitkin County full-time employment with 3 or more years

~~717~~.3.4.2. **Maximum Income and Net Worth.** The purchase price of a housing unit limits the income and net worth of an applicant to a maximum income and net worth. The maximum income and net worth applicable to a specific purchase price shall be established and made public annually by the Housing Manager.

Assets and liabilities shall be defined as generally accepted accounting standards for individuals, including all business equity for self-employed persons and business owners. Tax deferred retirement funds, college savings funds and contingent liabilities are not included in the net worth calculation. In the case of persons who wish to downsize from one housing unit to another unit, the value of the primary home will not be included in the net worth calculation, provided the unit downsizing to has fewer bedrooms. Income is calculated by averaging the adjusted gross income shown on the last three (3) filed Federal Income Tax returns. ~~Eighty~~

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percent (80%) of the applicant's ~~Applicant's qualifications, including~~ income, must be ~~income earned within Snowmass Village and~~ verifiable by tax return or W-2 form. Income and Net Worth levels for joint applicants will be combined.

17.3.4.3 Unit Size and Occupancy Requirements. In addition to the Lottery Priorities set forth in these Regulations and to maximize the occupancy of housing units, an applicant can only apply to purchase a housing unit to accommodate the number of persons that will be residing with the applicant. The number of persons will include a dependent as defined in the Internal Revenue Code, or a minor child who resides on a part time basis of not less than one hundred twenty-one (121) days per calendar year as a result of an order of a court. A first priority applicant can only apply to purchase a housing unit with the number of bedrooms as follows:

First Priority Occupancy Table #1

Total Persons	1 bedroom	2 bedrooms	3 bedrooms	4 or more bedrooms
1*	X	X		
2	X	X		
3		X	X	
4		X	X	X
4+			X	X

*One person is not eligible to purchase a detached single-family home.

Second Priority Occupancy Table #2

Total Persons	1 bedroom	2 bedrooms	3 bedrooms	4 or more bedrooms
2	X	X	X	

After the first priority qualified applicants have been selected the Second Priority Occupancy Table will be used if necessary. This table will only be used for qualified Snowmass Village employee applicants in the 5th and 6th lottery tier from the 17.2.4.1 lottery procedures table.

Note: All Pitkin County employees in the 7th lottery tier must meet the requirements listed in the First Priority Occupancy Table #1.

17.3.5 Restriction on Ownership of Other Real Property. In order to qualify and to remain qualified, an applicant may not own any interest in a residential dwelling unit, as defined above. This includes any such interest held personally, by a member of the household, as a shareholder or member of a corporation, or as a partner, joint venture or a beneficiary of a trust. Successful applicants who currently own a residential dwelling unit will be required to

dispose of such property within six months of closing on ~~the housing~~ the housing unit. Exceptions for employer-owned workforce housing may be granted upon request and will be subject to a Restricted Housing Agreement.

Notwithstanding, a residential dwelling unit in which an applicant has an ownership interest may be exempt from this restriction on the following conditions: (a) applicant is in the business of owning real property for the purpose of remodel, renovation, repair, and resale; (b) the residential dwelling is not occupied at any time while owned by applicant; (c) applicant shall not own the residential dwelling unit for more than 6 months following receipt of a certificate of occupancy or certificate of completion for such unit, as applicable, unless such time is extended by the Housing Manager; and (d) applicant shall provide information acceptable to the Housing Manager to satisfy these conditions in the Housing Manager's reasonable discretion.

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17.3.5 Applicant Super Priorities. Upon qualifying to purchase a housing unit, an applicant may qualify for a further, or "super", priority that will rise above all other priorities.

17.3.5.1 Disabled Employee Prioritization. A qualified applicant who personally or who resides with a dependent who has a physical impairment that substantially limits the major life activity of walking and substantially limits the ability of the person to climb stairs as documented in writing by a medical doctor licensed in the State of Colorado shall be deemed the first priority qualified purchaser for the purchase of a disabled housing unit without regard to prioritization criteria. In the event that two or more qualified applicants desire to purchase the housing unit, then employment prioritization within the Lottery Tiers in Section 17.23.4.1 shall be utilized to determine the first priority qualified purchaser.

17.3.5.2 In Complex Priority. A qualified applicant who currently works full-time for a Snowmass Village business and who has owned a housing unit in the project where a housing unit is offered for sale for longer than one (1) year shall be deemed the first priority qualified purchaser for the purchase of the housing unit without regard to other prioritization criteria. In the event that two or more such qualified applicant employee owners desire to purchase the housing unit, then employment prioritization within the Lottery Tiers in Section 17.23.4.1 shall be utilized to determine the first priority qualified purchaser. If more than one applicant is in the same employment tier, then a lottery will be held to select the qualified in complex purchaser.

17.3.6 Local Priority. Qualified applicants who graduate from Aspen High School, resided in TOSV for at least eight (8) consecutive years prior to high school graduation, and had an absence from TOSV following high school graduation for not more than six (6) years, shall be given credit for ~~four~~ five (5) years of employment pursuant to Section 17.4.4.

17.4 Resale Procedure.

17.4.1 Housing Unit Inspection. As a condition precedent to filing a notice to sell a housing unit, the Town shall inspect the property with an inspector approved by the Housing Manager. Upon successful completion of the inspection, an approved inspection report shall be issued.

17.4.1.1 Standards. The inspection will disclose the physical condition of the housing unit. The housing unit must meet a minimum standard of maintenance and cleanliness. The inspector will grade the housing unit on a standard approved by the Housing Manager.

17.4.1.2 Repairs. If the pre-sale inspection discloses deficiencies, then the owner shall correct all deficiencies. The housing unit shall be re-inspected to confirm that all such deficiencies have been properly corrected.

17.4.2 Notice to sell. After receipt of the approved inspection report and the notice of intent to sell, the Housing Manager shall collect a resale fee equal to Two Thousand Dollars (\$2,000.00-), which may be adjusted on annual basis by the Housing Manager to reflect changes in costs. Upon good cause shown, the Housing Manager may authorize alternate arrangements for the payment of the resale fee.

17.4.3 Maximum resale price calculation. The Housing Manager shall calculate the maximum resale price based upon the date the owner acquired the housing unit and upon the owner's purchase price, as further outlined below.

17.4.3.1 Energy Efficiency, Carbon Reduction & Water Conservation Capital Improvements. An energy efficiency, carbon ~~reduction and~~ reduction and water conservation capital improvements allowance of up to 10% in aggregate of the current resale price will be established for each new owner of a single-family home or a condominium unit. Only improvements that clearly demonstrate energy efficiency, carbon reduction and water conservation will be considered for this allowance. The utilization of sustainable green building materials may also be included in the 10% improvement allowance. All capital improvements will be depreciated on the depreciation schedule from the Marshall Swift Residential Handbook. This improvement allowance does not include the replacement or maintenance of existing fixtures, appliances, decorative items, or improvements necessary to maintain existing fixtures from the original construction. Only new replacement items which are recognized to provide a substantial amount of energy or water conservation greater than the original construction will be considered. An owner shall submit a complete improvement cost proposal listing the improvement items and documentation identifying the energy savings or water conservation benefits to the Housing Director prior to beginning the improvement work. The director will then decide if the requested improvements may be added to the resale price.

After receiving Housing Director approval, to substantiate the Energy, Carbon Reduction and Water Conservation Capital Improvement allowance amount, an owner shall provide the Housing Director an affidavit of owner setting forth the amounts expended for improvements with receipts to show actual expenses attached thereto, and the certificate of completion issued by the Building Official for the improvements, if required. If a certificate of completion is not required, then a written statement from the Building Official identifying that the improvements installed did not require a building permit or a certificate of completion. Energy, Carbon ~~Reduction and~~ Reduction and Water Conservation Capital Improvements that have not

received preapproval from the Housing Director will not be considered for inclusion upon resale of the unit.

17.4.3.2 Improvements. Improvements may be included in the resale calculation only if approved by the Housing Manager and to the extent specified in these Regulations. Evidence of cost of eligible improvements and corresponding documentation from the Building Official must be submitted within six (6) months of issuance of a certificate of occupancy or other approval to be considered. In the case of existing housing improvements, evidence and documentation shall be submitted within six (6) months of adoption of these Regulations.

17.4.3.3 Condominium Housing Units Acquired before July 22, 1991. For housing units located in the Creekside Condominiums and Country Club Townhomes that have been continuously owned by the same owner on and after July 22, 1991, the maximum resale price is computed as follows:

- a) the purchase price paid by the owner, plus an amount equal to:
 1. The purchase price paid by the owner;
 - Multiplied by the consumer price index, all items, urban wage earners and clerical workers (revised) published by the United States Department of Labor, Bureau of Labor Statistics, commonly known as the CPI-W, last published prior to the date of notice of intent to sell;
 - Divided by the CPI-W last published prior to the time of purchase by owner;
 - plus, the depreciated cost of improvements to the condominium unit which have been paid for by the owner and approved by the Town Council.
 - plus, the depreciated value of TOSV approved energy efficient or water conservation capital improvements installed and paid by the owner not to exceed 10% of the current resale price,
 - plus, the actual cost of capital improvements performed by the condominium association of the project in which the housing unit is located, paid for by the owner from the time of installation of the capital improvement to the date of resale approved by the Town, not to exceed ten percent (10%) of the current resale price.

17.4.3.4 Condominium Housing Units Acquired after July 22, 1991. The maximum resale price shall be computed as the lesser of:

- a) the original price plus a three-percent annual increase in the purchase price, prorated from the date of the original purchase, or
- b) the purchase price paid by the owner, plus an amount equal to:

1. The purchase price of the current owner;
 - Multiplied by the consumer price index, all items, urban wage earners and clerical workers (revised) published by the United States Department of Labor, Bureau of Labor Statistics, commonly known as the CPI-W, last published prior to the date of notice of intent to sell;
 - Divided by the CPI-W last published prior to the time of purchase by owner plus,
 - The depreciated value of TOSV approved energy efficient or water conservation capital improvements installed and paid by the owner not to exceed 10% of the current resale price,
 - plus, the depreciated cost of capital improvements performed by the condominium association of the project in which the housing unit is located, paid for by the owner from the time of installation of the capital improvement to the date of resale approved by the Town, not to exceed ten percent (10%) of the current resale price.

17.4.3.5 Crossings Housing Units. The maximum resale price shall be computed as the lesser of:

- a) the base price as maintained in the records of the Housing Manager, plus the cost of the finishing of the basement from the date of completion in accordance with the description of the basement option not to exceed the cost of a standard basement option, plus a three-percent annual increase, or
- b) the purchase price paid by the owner, minus the cost of any house option which is installed after the issuance of the original certificate of occupancy plus the cost of the deck option, if it was subtracted from the calculation of the house base price, plus an amount equal to:

1. The purchase price of the current owner;
 - Multiplied by the consumer price index, all items, urban wage earners and clerical workers (revised) published by the United States Department of Labor, Bureau of Labor Statistics, commonly known as the CPI-W, last published prior to the date of notice of intent to sell;
 - Divided by the CPI-W last published prior to the time of purchase by owner;
 - plus, the cost of any house option, as approved by the Town Council as an option to the basic house design (as set forth in Exhibit "A" to the Horse Ranch Employee Housing Development Agreement entered into by and between the Town and Foresite Capital Facilities Corporation on April 22, 1994)

- plus, automatic sprinkler system, gutter and downspout, permanent landscaping and heat tapes) which was installed after the issuance of the original certificate of occupancy
- plus the cost of the deck option, if it was subtracted from the calculation of the house base price.

From the issuance of the original certificate of occupancy for the housing unit, the maximum amount shall be limited to ten percent (10%) of the house base price which shall escalate as follows:

- To five (5) years, five percent (5%) of the house base price;
- To six (6) years, six percent (6%) of the house base price;
- To seven (7) years, seven percent (7%) of the house base price;
- To eight (8) years, eight percent (8%) of the house base price;
- To nine (9) years, nine percent (9%) of the house base price; and
- To ten (10) years, ten percent (10%) of the house base price.
- plus, the depreciated value of TOSV approved energy efficient or water conservation capital improvements installed and paid for by the owner not to exceed 10% of the current resale price

To substantiate such amounts, an owner shall provide the Housing Manager an affidavit of owner setting forth the amounts expended for improvements with receipts attached thereto, and the certificate of completion issued by the Building Official for the improvements, if required, or if no certificate of completion is required, then a statement from the Building Official that the improvements installed did not require a certificate of completion. If such amount has not previously been substantiated to the satisfaction of the Housing Manager, it shall be provided with the notice of intent to sell.

17.4.3.6. Rodeo Place Single Family Housing Units. The maximum resale price shall be computed as the lesser of:

- a) the base price as maintained in the records of the Housing Manager, plus
 - the one-time actual cost of finishing the basement subject to a maximum allowance of \$70.00 per square foot from the date of completion in accordance with the square feet allocated to each home basement, plus
 - The depreciated value of TOSV approved energy-efficient or water conservation capital improvements installed and paid by the owner not to exceed 10% of the current resale price, plus
 - The purchase price of the current owner;
 - Multiplied by the consumer price index, all items, urban wage earners and clerical workers (revised) published by the United States Department of Labor, Bureau of Labor Statistics, commonly known as the CPI-W, last published prior to the date of notice of intent to sell;

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- Divided by the CPI-W last published prior to the time of purchase by owner;

To substantiate the finished basement option amount, an owner shall provide the Housing Manager an affidavit of owner setting forth the amounts expended for improvements with receipts attached thereto, and the certificate of completion issued by the Building Official for the improvements, if required, or if no certificate of completion is required, then a statement from the Building Official that the improvements installed did not require a certificate of completion. The finishing of the basement improvements will be a one-time adjustment to the home base price from the certificate of completion date. If such amount has not previously been substantiated to the satisfaction of the Housing Manager, it shall be provided with the notice of intent to sell.

17.4.3.7. Coffey Place Single Family and Condominium Housing Units. The maximum resale price shall be computed as the lesser of:

- a) the original price plus
 - a three-percent annual increase in the purchase price, prorated from the date of the original purchase, plus
 - the depreciated value of TOSV approved energy efficiency or water conservation capital improvements installed and paid by the owner, not to exceed 10% of the current resale price;
- OR
- b) the purchase price as maintained in the records of the Housing Manager,
 - Multiplied by the consumer price index, all items, urban wage earners and clerical workers (revised) published by the United States Department of Labor, Bureau of Labor Statistics, commonly known as the CPI-W, last published prior to the date of notice of intent to sell;
 - Divided by the CPI-W last published prior to the time of purchase by owner, plus
 - The depreciated value of TOSV approved energy- efficient or water conservation capital improvements installed and paid by the owner not to exceed 10% of the current resale price.

17.4.3.8 Future Housing. The regulations governing resale for future developments will be included in these Regulations.

17.4.3.9 Publication. The Housing Manager shall cause a notice of the availability of the housing unit purchase shall be published in a local newspaper once a week for four (4) consecutive weeks.

17.4.4 Lottery Procedure. At the end of the thirty (30) day Snowmass village employee priority period, lottery chances will be assigned by the Housing Manager to qualified applicants as follows:

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Years Employed	Lottery Chances
1 or greater but less than 3	1
3 or greater but less than 7	2
7 or greater but less than 11	4
11 or greater but less than 15	6
15 or greater	8

Following the assignment of lottery chances to qualified applicants, the Housing Manager shall schedule and conduct a lottery to determine the priority of qualified purchasers. The lottery will be scheduled by the Housing Manager. If a chance of a qualified applicant is chosen more than one (1) time, all subsequent chances will be disregarded.

17.4.5 Contract and sale procedure. The first priority qualified purchaser shall have seven (7) days to enter into a contract with the owner for purchase of the housing unit. In the event that a contract is not timely entered into the next priority qualified purchaser shall have seven (7) days to enter into a contract with the owner for purchase of the housing unit, and so on until a sale occurs. The owner may not reject an offer from a qualified purchaser that is for the maximum resale price or the current resale price, as the case may be unless other terms and conditions of the offer are unreasonable. Thereafter, if the housing unit has not been sold, the owner may list it for sale with a real estate broker or negotiate a contract for its sale provided that the owner shall notify all prospective purchasers that they must be confirmed to be a qualified purchaser by the Housing Manager.

17.4.6 Advertise housing unit for sale. The owner shall advertise the housing unit for sale by the placement of a "for sale" sign meeting the requirements of Chapter 16A of the Snowmass Village Municipal Code at a conspicuous location.

17.4.7 Confirmation of qualification. At the closing of the sale, the Housing Manager shall confirm:

- a) The status of the qualified purchaser to purchase the housing unit;
- b) That the purchase price does not exceed the maximum resale price; and
- c) All monies owing to the Town have been fully paid.

17.5 Mandatory Resale.

17.5.1 An owner shall immediately offer the housing unit for sale in accordance with the provisions of section 17.4 upon the occurrence of any of the following events:

- a) If a non-qualified purchaser takes title to the housing unit; or
- b) The owner does not maintain residency at the housing unit; or

- c) The owner has not sold their residential dwelling unit within six (6) months of the closing of the acquisition of the housing unit, or such period of time as approved by the Town Council upon good cause shown; or
- d) The owner acquires any interest in a residential dwelling unit after the closing of the acquisition of a housing unit; or
- e) The owner purchases the housing unit for a purchase price greater than the maximum purchase price; or
- f) The owner fails to be a requalified owner.

17.5.2 **Biennial Requalification.** All owners must requalify biennially by completing and returning an affidavit within ninety (90) days of receipt. The affidavit will confirm that the following:

- a) The owner has been in physical residence in the housing unit for a minimum of eight (8) months each calendar year, is or is eligible to be a registered voter in the Town, possesses or is eligible to possess a valid Colorado driver's license; and files a Colorado income tax return; and
- b) The owner has been actively employed by an employer whose principal place of business is in Pitkin County for minimum of one thousand four hundred (1400) hours during a minimum period of eight (8) months per calendar; or have attained the age of sixty-two (62) after having been the owner of the housing unit for not less than ten (10) years. Verification of compliance with this requirement must be provided at the time of requalification.
- c) The owner does not own any interest a residential dwelling ~~unit within the Roaring Fork River drainage situated in Eagle, Pitkin or Garfield Counties, or within the Colorado River Drainage from and including the unincorporated No Name area to and including the City of Rifle, after the closing of the acquisition of a housing unit.~~ This includes any such interest held personally, by a person's spouse, as a shareholder or member of a corporation, or as a partner, a joint venture or a beneficiary of a trust. Notwithstanding, a residential dwelling unit in which owner has an ownership interest may be exempt from this restriction on the following conditions: (a) owner is in the business of owning real property for the purpose of remodel, renovation, repair, and resale; (b) the residential dwelling is not occupied at any time while owned by owner; (c) owner shall not own the residential dwelling unit for more than 6 months, following a receipt of a certificate of occupancy or certificate of completion for such unit, as applicable, unless such time is extended by the Housing Manager; and (d) owner shall provide information acceptable to the Housing Manager to satisfy these conditions in the Housing Manager's reasonable discretion.

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The Housing Department may, at its discretion, conduct a directed and random audit of continued compliance with ongoing qualification with the provisions of these Regulations.

17.5.3 Change in Ownership. Any proposed or contemplated additions or deletions to the owners listed on the warranty deed must be approved in writing by the Housing Manager. Any such changes will be required to comply with all requirements of these Regulations.

17.6 Housing Unit Rental.

17.6.1 For good cause shown and with the approval of the Housing Manager, an owner may rent the entire housing unit for a maximum of four months. The rental rate shall not exceed the rent for a comparable rental apartment owned by the Town as determined by the Housing Manager. No short-term rentals will be allowed.

17.6.2 With written notice to the Housing Manager, the owner of a housing unit of not less than two (2) bedrooms may rent one (1) bedroom to a maximum of two (2) people, at least one (1) of whom is an employee. Full-time seasonal employees (minimum 700 hours per season) may qualify for a rental at the owner's discretion. Provided, however, the owner must maintain residency in the housing unit, must occupy a bedroom in the housing unit and must receive prior approval for any such rental from the association in which the housing unit exists. The rental rate shall not exceed the rent for a comparable rental apartment owned by the Town as determined by the Housing Manager.

17.6.3 Where there exists a conflict between any limitation or requirement in this Code and any limitation or requirement contained in any applicable protective covenant, deed restriction, condominium declaration, homeowners or condominium association bylaws or rules and regulations, as the same may be adopted or amended from time to time, the more restrictive limitation or requirement shall prevail.

17.7 Exempt Transactions

17.7.1 A one-time transfer by operation of law, by will or inheritance to a surviving spouse of an owner is exempt from the procedures set forth in Section 17-4 of the Code and 17.4 of these Regulations, provided written notice shall be given to the Housing Manager providing information to support ~~that~~that an exempt transaction has occurred.

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~~An Owner of a housing units at The Crossings at Horse Ranch who purchased such housing unit prior to August 26, 2002, may~~

17.7.2 A one-time transfer ~~such housing unit one time~~ by operation of law, by will, or inheritance, ~~or gift to one or more of their to a dependent child as the sole surviving children, provided that the person(s) who becomes vested with fee title to the housing unit meets the criteria of a qualified applicant. Such one time transfer shall be~~ member of owner is exempt from the procedures set forth in Section 17-4 of the Code and 17.4 of these Regulations, provided written notice shall be given to the Housing Manager providing information to support ~~than an exempt transaction has occurred~~that an exempt transaction has occurred. In such case, the child may reside in the housing unit with a guardian as their primary residence until the child turns 22 years of age, at which time the housing unit must be sold pursuant to these Regulations.

17.8 **Interpretations; ~~ppeals~~Appeals**. The Housing Manager shall make all interpretations of these Regulations. Any applicant or owner who feels that the Housing Manager has misinterpreted or improperly applied the provisions of the Chapter 17 of the Municipal Code or these Regulations may inform the Town Manager in writing and request a review. Any such request must be delivered to the Town Manager within fourteen (14) days of the date of such purported misinterpretation or improper application. The Town Manager shall investigate and take such actions as are necessary and proper to alleviate any actual noncompliance.



Permanent Moderate Housing Regulations

- 17.1 Purpose
- 17.2 Definitions
- 17.3 Application
- 17.4 Resale Procedure
- 17.5 Mandatory Resale
- 17.6 Rental
- 17.7 Exempt Transactions
- 17.8 Release of Restrictions
- 17.9 Remedies of the Town
- 17.10 No Guaranty or Warranty Disclosure

17.1 Purpose. It is the goal of the Town of Snowmass Village to support a viable workforce and to continue a commitment to workforce housing opportunities that best balance the character and resources of the Town. These ~~rules and r~~egulations effectuate the provisions of Chapter 17, Article I of the Municipal Code and shall be enforceable as if enacted as a part thereof.

17.2 Definitions

As used in these ~~r~~egulations, the following words shall be construed to have the meanings defined below:

Active employment means a minimum of one thousand four hundred (1400) hours during a minimum period of eight (8) months per calendar year.

Disabled Employee Prioritization is available to a qualified applicant who personally has or who resides ~~snts~~ with a dependent who has a physical impairment that substantially limits the ability of the person to walk and/or climb stairs, as documented in writing by a medical doctor licensed in the State of Colorado.

Disabled housing unit means a housing unit that complies with the accessibility provisions of the Americans with Disabilities Act (ADA) and Chapter 18 of the Town of Snowmass Village Municipal Code.

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Home occupation means a business that complies with the requirements of Sec. 16A-3-240 of the Town of Snowmass Village ~~Land Use~~Municipal Code.

Employee means an adult who is actively employed by a licensed employer, as defined herein.

Employer is a business licensed:

- a. Pursuant to ~~Section 4.2 of~~ the Town of Snowmass Village Municipal Code with a principal place of business in Snowmass Village for a minimum of three (3) years; or
- b. To do business within Pitkin County, and having a principal place of business within Pitkin County.

Housing Manager is the individual designated by the Snowmass Village Town Manager to implement these ~~R~~regulations, or his or her designee.

Housing unit means a dwelling unit that is subject to the provisions of these ~~R~~regulations.

Income is calculated by averaging the adjusted gross income shown on the last three (3) filed Federal Income Tax returns. To qualify for purchase, a minimum of eighty percent (80%) of the applicant's income must be income earned within Snowmass Village and be verifiable by tax return or W-2 form. Income and Net Worth levels for joint applicants will be combined.

Maximum resale price means the maximum price for which a housing unit may be sold. The maximum resale price is computed in accordance with the resale price procedures established for each project under section 17.4 of these ~~R~~regulations.

Owner means the fee simple owner of a housing unit.

Pre-sale inspection means an inspection of the housing unit to confirm that the housing unit has been kept and maintained in a clean and orderly condition, normal wear and tear excepted, in a manner determined by the Housing Manager.

Qualified applicant means all adult applicants who collectively meet the qualifications for purchase of a housing units, as established from time to time by the Housing Manager, and taking into consideration employment, income, net worth, unit size, dependents, and any other criteria established by the Housing Manager, as set forth in ~~47.2.4 of~~ these ~~R~~regulations.

Resale fee means a fee collected upon the filing of a notice of intent to sell a housing unit, as determined by the Housing Manager, as set forth ~~under section 17.4.2. of~~ in these ~~R~~regulations.

Requalified owner is an owner who, following the initial purchase of a housing unit, meets the qualifications for employment, income, net worth and residency established by the Housing Manager, as set forth ~~under this section in these Regulations~~

Residential dwelling unit means any residential property within the Roaring Fork River drainage situated in Eagle, Pitkin, or Garfield Counties, or within the communities along the Colorado River Drainage corridor from and including the unincorporated No Name area to and including the City of Rifle.

Unit size means a housing unit intended to be occupied by a minimum or maximum number of occupants as established by the Housing Manager.

17.3 Application. The Permanent Moderate Housing Regulations apply to the use, occupancy and sale of the following developments: Capitol Peak Condominiums, Coffey Place ~~(when completed)~~, Country Club Townhomes, Creekside Condominiums, Crossings at Horse Ranch, Daly Permanent Moderate Housing Townhomes, Mountain View Permanent Moderate Housing Condominiums, all phases of Rodeo Place, Sinclair Meadows, and all other Permanent Moderate Housing developments and housing units recognized by the Snowmass Village Town Council.

Commented [JJC1]: This will be relocated as part of the "consolidation" of the Regs and Code.

17.3.1 Application Procedure. On forms specified by the Housing Manager, an applicant shall provide information concerning employment, income, net worth, unit size, dependents and such other information deemed reasonably necessary to determine whether the applicant can be deemed a qualified applicant. All information provided by an applicant shall be considered confidential.

17.3.2 Procedures. Applications are available at the Housing Department office. Completed applications must be submitted with an application fee. An application is active for twelve (12) consecutive months. To apply for another housing unit, a Confirmation Affidavit shall be completed, with updated information, and a reapplication fee shall be paid. Incomplete applications will not be considered.

17.3.3 Verification of Application Information. The Housing Manager will verify all information contained in an application. If the Housing Manager determines that any information or statements in an application are not true or accurate, then the applicant may be permanently precluded from applying for the purchase of any housing unit or for applying to rent any Town apartment.

17.3.4 Qualified Applicant.

17.3.4.1 Employment Qualifications. To apply for a housing unit, an adult employee must ~~have been~~ meet one of the following qualifications: (a) active employment-actively employed for a minimum of one (1) year, and currently employed, by an employer licensed pursuant to ~~Section 4.2 of~~ the Snowmass Village Municipal Code with a principal place of business in the

Snowmass Village as defined in Section 17-3 of the Code for the minimum of one (1) year, ~~OR (b) worked 1600 hours and earned 70% of income earned in Snowmass Village for at the~~ minimum of one (1) year, ~~OR~~ (c) active employment in Pitkin County for a minimum of three (3) years and currently employed in Pitkin County. ~~A minimum of one thousand four hundred (1400) hours during a minimum period of eight (8) months per calendar year constitutes a year of active employment.~~

Commented [JJC2]: See definition of "active employment"

Licensed home occupations (as defined in the Town of Snowmass Village Land Use Code Sec. 16A-3-240) are qualified, provided they meet the definition of an employer in and derive a minimum of 80% of income from products, services or other direct benefits to the residents and/or businesses of the Town of Snowmass Village (if Snowmass Village applicant) or Pitkin County (if Pitkin County applicant). Applicants must provide proof of business license, a current Profit and Loss statement, a current list of clients, and any other information deemed necessary to verify eligibility, in addition to the other required application documents.

The following lottery tiers establish the priorities for applicants. All applicants must also meet employment, income, asset and occupancy requirements. After applicants are qualified, they will be entered into a lottery tier using the priorities listed below.

Lottery Tiers	Lottery Priorities
1st	In-Complex
2 nd	Downsizing from one Permanent Moderate-Housing unit to another unit, provided the downsized unit has fewer bedrooms than the current unit. In the case of new construction, no more than 25% of the initial units shall be made available for downsizing unless otherwise established by the Town Council.
3rd	Snowmass Village full-time employment with 3 or more years
4th	Snowmass Village full-time employment with 12-35 months
5th	Snowmass Village full-time employment with 3 or more years; 2 people may apply for a 3-bedroom unit
6th	Snowmass Village full-time employment with 12-35 months; 2 people may apply for a 3-bedroom unit
7th	Pitkin County full-time employment with 3 or more years

17.3.4.2. Maximum Income and Net Worth. The purchase price of a housing unit limits the income and net worth of an applicant to a maximum income and net worth. The maximum income and net worth applicable to a specific purchase price shall be established and made public annually by the Housing Manager.

Assets and liabilities shall be defined as generally accepted accounting standards for individuals, including all business equity for self-employed persons and business owners. Tax deferred retirement funds, college savings funds and contingent liabilities are not included in the net worth calculation. In the case of persons who wish to downsize from one ~~Permanent Moderate-Housing-housing~~ unit to another unit, the value of the primary home will not be included in the net worth calculation, provided the unit downsizing to has fewer bedrooms. Income is calculated by averaging the adjusted gross income shown on the last three (3) filed

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Federal Income Tax returns. ~~Eighty percent (80%) of the applicant's income must be income earned within Snowmass Village and~~ Applicant's qualifications, including income, must be verifiable by tax return or W-2 form. Income and Net Worth levels for joint applicants will be combined.

17.3.4.3 Unit Size and Occupancy Requirements. In addition to the ~~above~~ Lottery Priorities ~~set forth in these Regulations~~ and to maximize the occupancy of housing units, an applicant can only apply to purchase a housing unit to accommodate the number of persons that will be residing with the applicant. The number of persons will include a dependent as defined in the Internal Revenue Code, or a minor child who resides on a part time basis of not less than one hundred twenty-one (121) days per calendar year as a result of an order of a court. A first priority applicant can only apply to purchase a housing unit with the number of bedrooms as follows:

First Priority Occupancy Table #1

Total Persons	1 bedroom	2 bedrooms	3 bedrooms	4 or more bedrooms
1*	X	X		
2	X	X		
3		X	X	
4		X	X	X
4+			X	X

*One person is not eligible to purchase a detached single-family home.

Second Priority Occupancy Table #2

Total Persons	1 bedroom	2 bedrooms	3 bedrooms	4 or more bedrooms
2	X	X	X	

After the first priority qualified applicants have been selected the Second Priority Occupancy Table will be used if necessary. This table will only be used for qualified Snowmass Village employee applicants in the 5th and 6th lottery tier from the 17.2.4.1 lottery procedures table.

Note: All Pitkin County employees in the 7th lottery tier must meet the requirements listed in the First Priority Occupancy Table #1.

17.3.5 Restriction on Ownership of Other Real Property. In order to qualify and to remain qualified, an applicant may not own any interest in a residential dwelling unit, as defined above. This includes any such interest held personally, by a member of the household, as a shareholder or member of a corporation, or as a partner, joint venture or a beneficiary of a

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trust. Successful applicants who currently own a residential dwelling unit will be required to dispose of ~~thesuch~~ property within six months of closing on the ~~restricted~~ housing unit. Exceptions for employer-owned workforce housing may be granted upon request and will be subject to a Restricted Housing Agreement.

Notwithstanding, a residential dwelling unit in which an applicant has an ownership interest may be exempt from this restriction on the following conditions: (a) applicant is in the business of owning real property for the purpose of remodel, renovation, repair, and resale; (b) the residential dwelling is not occupied at any time while owned by applicant; (c) applicant shall not own the residential dwelling unit for more than 6 months following receipt of a certificate of occupancy or certificate of completion for such unit, as applicable, unless such time is extended by the Housing Manager; and (d) applicant shall provide information acceptable to the Housing Manager to satisfy these conditions in the Housing Manager's reasonable discretion.

17.3.5 Applicant Super Priorities. Upon qualifying to purchase a housing unit, an applicant may qualify for a further, or "super", priority that will rise above all other priorities.

17.3.5.1 Disabled Employee Prioritization. A qualified applicant who personally or who resides with a dependent who has a physical impairment that substantially limits the major life activity of walking and substantially limits the ability of the person to climb stairs as documented in writing by a medical doctor licensed in the State of Colorado shall be deemed the first priority qualified purchaser for the purchase of a disabled housing unit without regard to prioritization criteria. In the event that two or more qualified applicants desire to purchase the housing unit, then employment prioritization within the Lottery Tiers in Section 17.23.4.1 shall be utilized to determine the first priority qualified purchaser.

17.3.5.2 In Complex Priority. A qualified applicant (meets all employment, income, assets and occupancy requirements) who currently works full-time for a Snowmass Village business and who has owned a housing unit in the project where a housing unit is offered for sale for longer than one (1) year shall be deemed the first priority qualified purchaser for the purchase of the housing unit without regard to other prioritization criteria. In the event that two or more such qualified applicant employee owners desire to purchase the housing unit, then employment prioritization within the Lottery Tiers in Section 17.23.4.1 shall be utilized to determine the first priority qualified purchaser. If more than one applicant is in the same employment tier, then a lottery will be held to select the qualified in complex purchaser.

17.3.6 Local Priority. Qualified applicants who graduate from Aspen High School, resided in TOSV for at least eight (8) consecutive years prior to high school graduation, and had an absence from TOSV following high school graduation for not more than six (6) years, shall be given credit for five (5) years of employment pursuant to Section 17.4.4.

17.4 Resale Procedure.

17.4.1 Housing Unit Inspection. As a condition precedent to filing a notice to sell a housing unit, the owner shall obtain an approved pre-sale inspection from an inspector approved by the

~~Housing Manager~~the Town shall inspect the property with an inspector approved by the Housing Manager. Upon successful completion of the inspection, an approved inspection report shall be issued, ~~and all cost of such report will be paid by the owner.~~

17.4.1.1 **Standards.** The inspection will disclose the physical condition of the housing unit. The housing unit must meet a minimum standard of maintenance and cleanliness. The ~~approved~~ inspector will grade the housing unit on a standard approved by the Housing Manager.

17.4.1.2 **Repairs.** If the pre-sale inspection discloses deficiencies, then the owner shall correct all deficiencies. The housing unit shall be re-inspected to confirm that all such deficiencies have been properly corrected.

17.4.2 **Notice to sell.** After receipt of the approved inspection report and the notice of intent to sell, the Housing Manager shall ~~calculate the maximum resale price. The Housing Manager shall then~~ collect a resale fee equal to ~~one percent (1%) of the maximum resale price of a condominium housing unit to a maximum of One Thousand Dollars (\$1,000.00), and one half of one percent (.5%) of the maximum resale price of a house to a maximum of One Two Thousand Five Hundred Dollars (\$2,500.00),~~ which may be adjusted on annual basis by the Housing Manager to reflect changes in costs. Upon good cause shown, the Housing Manager may authorize alternate arrangements for the payment of the resale fee.

17.4.3 **Maximum resale price calculation.** The Housing Manager shall calculate the maximum resale price based upon the date the owner acquired the housing unit and upon the owner's purchase price, as further outlined below.

17.4.3.1 **Energy Efficiency, Carbon Reduction & Water Conservation Capital Improvements.** An energy efficiency, carbon reduction, and water conservation capital improvements allowance of up to 10% in aggregate of the current resale price will be established for each new owner of a single-family home or a condominium unit. Only improvements that clearly demonstrate energy efficiency, carbon reduction and water conservation will be considered for this allowance. The utilization of sustainable green building materials may also be included in the 10% improvement allowance. All capital improvements will be depreciated on the depreciation schedule from the Marshall Swift Residential Handbook. This improvement allowance does not include the replacement or maintenance of existing fixtures, appliances, decorative items, or improvements necessary to maintain existing fixtures from the original construction. Only new replacement items which are recognized to provide a substantial amount of energy or water conservation greater than the original construction will be considered. An owner shall submit a complete improvement cost proposal listing the improvement items and documentation identifying the energy savings or water conservation benefits to the Housing Director prior to beginning the improvement work. The director will then decide if the requested improvements may be added to the resale price.

After receiving Housing Director approval, to substantiate the Energy, [Carbon Reduction](#) and Water Conservation Capital Improvement allowance amount, an owner shall provide the Housing Director an affidavit of owner setting forth the amounts expended for improvements with receipts to show actual expenses attached thereto, and the certificate of completion issued by the Building Official for the improvements, if required. If a certificate of completion is not required, then a written statement from the Building Official identifying that the improvements installed did not require a building permit or a certificate of completion. Energy, [Carbon Reduction](#), and Water Conservation Capital Improvements that have not received preapproval from the Housing Director will not be considered for inclusion upon resale of the unit.

17.4.3.2 Improvements. Improvements may be included in the resale calculation only if approved by the Housing Manager and to the extent specified in these ~~r~~Regulations. Evidence of cost of eligible improvements and corresponding documentation from the Building Official must be submitted within six (6) months of issuance of a certificate of occupancy or other approval to be considered. In the case of existing housing improvements, evidence and documentation shall be submitted within six (6) months of adoption of these Regulations.

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17.4.3.3 Condominium Housing Units Acquired before July 22, 1991. For housing units located in the Creekside Condominiums and Country Club Townhomes that have been continuously owned by the same owner on and after July 22, 1991, the maximum resale price is computed as follows:

- a) the purchase price paid by the owner, plus an amount equal to:
 1. The purchase price paid by the owner;
 - Multiplied by the consumer price index, all items, urban wage earners and clerical workers (revised) published by the United States Department of Labor, Bureau of Labor Statistics, commonly known as the CPI-W, last published prior to the date of notice of intent to sell;
 - Divided by the CPI-W last published prior to the time of purchase by owner;
 - plus, the depreciated cost of improvements to the condominium unit which have been paid for by the owner and approved by the Town Council.
 - plus, the depreciated value of TOSV approved energy efficient or water conservation capital improvements installed and paid by the owner not to exceed 10% of the current resale price,
 - plus, the actual cost of capital improvements performed by the condominium association of the project in which the housing unit is located, paid for by the owner from the time of installation of the capital improvement to the date of resale approved by the Town, not to exceed ten percent (10%) of the current resale price.

17.4.3.4 **Condominium Housing Units Acquired after July 22, 1991.** The maximum resale price shall be computed as the lesser of:

- a) the original price plus a three-percent annual increase in the purchase price, prorated from the date of the original purchase, or
- b) the purchase price paid by the owner, plus an amount equal to:
 1. The purchase price of the current owner;
 - Multiplied by the consumer price index, all items, urban wage earners and clerical workers (revised) published by the United States Department of Labor, Bureau of Labor Statistics, commonly known as the CPI-W, last published prior to the date of notice of intent to sell;
 - Divided by the CPI-W last published prior to the time of purchase by owner plus,
 - The depreciated value of TOSV approved energy efficient or water conservation capital improvements installed and paid by the owner not to exceed 10% of the current resale price,
 - plus, the depreciated cost of capital improvements performed by the condominium association of the project in which the housing unit is located, paid for by the owner from the time of installation of the capital improvement to the date of resale approved by the Town, not to exceed ten percent (10%) of the current resale price.

17.4.3.5 **Crossings Housing Units.** The maximum resale price shall be computed as the lesser of:

- a) the base price as maintained in the records of the Housing Manager, plus the cost of the finishing of the basement from the date of completion in accordance with the description of the basement option not to exceed the cost of a standard basement option, plus a three-percent annual increase, or
- b) the purchase price paid by the owner, minus the cost of any house option which is installed after the issuance of the original certificate of occupancy plus the cost of the deck option, if it was subtracted from the calculation of the house base price, plus an amount equal to:
 1. The purchase price of the current owner;
 - Multiplied by the consumer price index, all items, urban wage earners and clerical workers (revised) published by the United States

Department of Labor, Bureau of Labor Statistics, commonly known as the CPI-W, last published prior to the date of notice of intent to sell;

- Divided by the CPI-W last published prior to the time of purchase by owner;
- plus, the cost of any house option, as approved by the Town Council as an option to the basic house design (as set forth in Exhibit "A" to the Horse Ranch Employee Housing Development Agreement entered into by and between the Town and Foresite Capital Facilities Corporation on April 22, 1994)
- plus, automatic sprinkler system, gutter and downspout, permanent landscaping and heat tapes) which was installed after the issuance of the original certificate of occupancy
- plus the cost of the deck option, if it was subtracted from the calculation of the house base price.

From the issuance of the original certificate of occupancy for the housing unit, the maximum amount shall be limited to ten percent (10%) of the house base price which shall escalate as follows:

- To five (5) years, five percent (5%) of the house base price;
- To six (6) years, six percent (6%) of the house base price;
- To seven (7) years, seven percent (7%) of the house base price;
- To eight (8) years, eight percent (8%) of the house base price;
- To nine (9) years, nine percent (9%) of the house base price; and
- To ten (10) years, ten percent (10%) of the house base price.
- plus, the depreciated value of TOSV approved energy efficient or water conservation capital improvements installed and paid for by the owner not to exceed 10% of the current resale price

To substantiate such amounts, an owner shall provide the Housing Manager an affidavit of owner setting forth the amounts expended for improvements with receipts attached thereto, and the certificate of completion issued by the Building Official for the improvements, if required, or if no certificate of completion is required, then a statement from the Building Official that the improvements installed did not require a certificate of completion. If such amount has not previously been substantiated to the satisfaction of the Housing Manager, it shall be provided with the notice of intent to sell.

17.4.3.6. Rodeo Place Single Family Housing Units. The maximum resale price shall be computed as the lesser of:

- a) the base price as maintained in the records of the Housing Manager, plus
 - the one-time actual cost of finishing the basement subject to a maximum allowance of \$70.00 per square foot from the date of

- completion in accordance with the square feet allocated to each home basement, plus
- The depreciated value of TOSV approved energy-efficient or water conservation capital improvements installed and paid by the owner not to exceed 10% of the current resale price, plus
- The purchase price of the current owner;
- Multiplied by the consumer price index, all items, urban wage earners and clerical workers (revised) published by the United States Department of Labor, Bureau of Labor Statistics, commonly known as the CPI-W, last published prior to the date of notice of intent to sell;
- Divided by the CPI-W last published prior to the time of purchase by owner;

To substantiate the finished basement option amount, an owner shall provide the Housing Manager an affidavit of owner setting forth the amounts expended for improvements with receipts attached thereto, and the certificate of completion issued by the Building Official for the improvements, if required, or if no certificate of completion is required, then a statement from the Building Official that the improvements installed did not require a certificate of completion. The finishing of the basement improvements will be a one-time adjustment to the home base price from the certificate of completion date. If such amount has not previously been substantiated to the satisfaction of the Housing Manager, it shall be provided with the notice of intent to sell.

17.4.3.7. Coffey Place Single Family and Condominium Housing Units. The maximum resale price shall be computed as the lesser of:

- a) the original price plus
 - a three-percent annual increase in the purchase price, prorated from the date of the original purchase, plus
 - the depreciated value of TOSV approved energy efficiency or water conservation capital improvements installed and paid by the owner, not to exceed 10% of the current resale price;
- OR
- b) the purchase price as maintained in the records of the Housing Manager,
 - Multiplied by the consumer price index, all items, urban wage earners and clerical workers (revised) published by the United States Department of Labor, Bureau of Labor Statistics, commonly known as the CPI-W, last published prior to the date of notice of intent to sell;
 - Divided by the CPI-W last published prior to the time of purchase by owner, plus
 - The depreciated value of TOSV approved energy- efficient or water conservation capital improvements installed and paid by the owner not to exceed 10% of the current resale price.

17.4.3.8 **Future Housing.** The regulations governing resale for future developments will be included in these Regulations.

17.4.3.9 **Publication.** The Housing Manager shall cause a notice of the availability of the housing unit purchase shall be published in [the Snowmass Village Suna local newspaper](#) once a week for four (4) consecutive weeks.

17.4.4 **Lottery Procedure.** At the end of the thirty (30) day Snowmass village employee priority period, lottery chances will be assigned by the Housing Manager to qualified applicants as follows:

Years Employed	Lottery Chances
1 or greater but less than 3	1
3 or greater but less than 7	2
7 or greater but less than 11	4
11 or greater but less than 15	6
15 or greater	8

Following the assignment of lottery chances to qualified applicants, the Housing Manager shall schedule and conduct a lottery to determine the priority of qualified purchasers. The lottery will be scheduled by the Housing Manager. If a chance of a qualified applicant is chosen more than one (1) time, all subsequent chances will be disregarded.

17.4.5 **Contract and sale procedure.** The first priority qualified purchaser shall have seven (7) days to enter into a contract with the owner for purchase of the housing unit. In the event that a contract is not timely entered into the next priority qualified purchaser shall have seven (7) days to enter into a contract with the owner for purchase of the housing unit, and so on until a sale occurs. The owner may not reject an offer from a qualified purchaser that is for the maximum resale price or the current resale price, as the case may be unless other terms and conditions of the offer are unreasonable. Thereafter, if the housing unit has not been sold, the owner may list it for sale with a real estate broker or negotiate a contract for its sale provided that the owner shall notify all prospective purchasers that they must be confirmed to be a qualified purchaser by the Housing Manager.

17.4.6 **Advertise housing unit for sale.** The owner shall advertise the housing unit for sale by the placement of a "for sale" sign meeting the requirements of Chapter 16A of the Snowmass Village Municipal Code at a conspicuous location.

17.4.7 **Confirmation of qualification.** At the closing of the sale, the Housing Manager shall confirm:

- The status of the qualified purchaser to purchase the housing unit;
- That the purchase price does not exceed the maximum resale price; and

- c) All monies owing to the Town have been fully paid.

17.5 Mandatory Resale.

17.5.1 An owner shall immediately offer the housing unit for sale in accordance with the provisions of section 17.4 upon the occurrence of any of the following events:

- a) If a non-qualified purchaser takes title to the housing unit; or
- b) The owner does not maintain residency at the housing unit; or
- c) The owner has not sold their residential dwelling unit ~~within the Roaring Fork River drainage~~ within six (6) months of the closing of the acquisition of the housing unit, or such period of time as approved by the Town Council upon good cause shown; or
- d) The owner acquires any interest in a residential dwelling unit ~~in the Roaring Fork Drainage~~ after the closing of the acquisition of a housing unit; or
- e) The owner purchases the housing unit for a purchase price greater than the maximum purchase price; or
- f) The owner fails to be a requalified owner.

17.5.2 **Biennial Requalification.** All owners must requalify biennially by completing and returning an affidavit within ninety (90) days of receipt. The affidavit will confirm that the following:

- a) The owner has been in physical residence in the housing unit for a minimum of eight (8) months each calendar year, is or is eligible to be a registered voter in the Town, possesses or is eligible to possess a valid Colorado driver's license; and files a Colorado income tax return; and
- b) The owner has been actively employed by an employer whose principal place of business is in Pitkin County for minimum of one thousand four hundred (1400) hours during a minimum period of eight (8) months per calendar; or have attained the age of sixty-two (62) after having been the owner of the housing unit for not less than ten (10) years. Verification of compliance with this requirement must be provided at the time of requalification.
- c) The owner does not own any interest a residential dwelling unit ~~has not acquired a residential dwelling unit within the Roaring Fork River drainage situated in Eagle, Pitkin or Garfield Counties, or within the Colorado River Drainage from and including the unincorporated No Name area to and including the City of Rifle, after the closing of the acquisition of a housing unit. This includes any such interest held personally, by a person's spouse, as a shareholder or member of a corporation, or as a partner, a joint venture or a beneficiary of a trust. Notwithstanding, a residential dwelling unit in which owner has an ownership interest may be exempt from this restriction on the following conditions: (a) owner is in the business of owning real property for the purpose of remodel, renovation, repair, and resale; (b) the residential dwelling is not occupied at~~

any time while owned by owner; (c) owner shall not own the residential dwelling unit for more than 6 months following receipt of a certificate of occupancy or certificate of completion for such unit, as applicable, unless such time is extended by the Housing Manager; and (d) owner shall provide information acceptable to the Housing Manager to satisfy these conditions in the Housing Manager's reasonable discretion.

The Housing Department may, at its discretion, conduct a directed and random audit of continued compliance with ongoing qualification with the provisions of these Regulations.

17.5.3 Change in Ownership. Any proposed or contemplated additions or deletions to the owners listed on the warranty deed must be approved in writing by the Housing Manager. Any such changes will be required to comply with all requirements of these Regulations.

17.6 Housing Unit Rental.

17.6.1 For good cause shown and with the approval of the Housing Manager, an owner may rent the entire housing unit for a maximum of four months. The rental rate shall not exceed the rent for a comparable rental apartment owned by the Town as determined by the Housing Manager. No short-term rentals will be allowed.

17.6.2 With written notice to the Housing Manager, the owner of a housing unit of not less than two (2) bedrooms may rent one (1) bedroom to a maximum of two (2) people, at least one (1) of whom is an employee. Full-time seasonal employees (minimum 700 hours per season) may qualify for a rental at the owner's discretion. Provided, however, the owner must maintain residency in the housing unit, must occupy a bedroom in the housing unit and must receive prior approval for any such rental from the association in which the housing unit exists. The rental rate shall not exceed the rent for a comparable rental apartment owned by the Town as determined by the Housing Manager.

17.6.3 Where there exists a conflict between any limitation or requirement in this Code and any limitation or requirement contained in any applicable protective covenant, deed restriction, condominium declaration, homeowners or condominium association bylaws or rules and regulations, as the same may be adopted or amended from time to time, the more restrictive limitation or requirement shall prevail.

17.7 Exempt Transactions.

17.7.1 A one-time transfer by operation of law, by will or inheritance to a surviving spouse of an owner is exempt from the procedures set forth in Section 17-4 of the Code and 17.4 of these Regulations, provided written notice shall be given to the Housing Manager providing information to support that an exempt transaction has occurred.

17.7.3 A one-time transfer by operation of law, by will or inheritance to a dependent minor child as the sole surviving member of owner is exempt from the procedures set forth in Section 17-4 of the Code and 17.4 of these Regulations, provided written notice shall be given to the

Commented [JJC3]: Here's the APCA Section on death. Do we want to incorporate all of these?

C. Death of Qualified Employee 1. Rental Units

Any qualified household member in occupancy at the time of a qualified tenant's death is permitted to continue to occupy the respective rental unit for the balance of the lease term, or a minimum of six months if the lease expires earlier than the six-month period of time. Any such household member who meets the requirements of the applicable Deed Restriction and the APCA Regulations, including without limitation the minimum occupancy requirement, is entitled to a new lease for the unit as a qualified tenant.

2. Ownership Units

A. A qualified spouse and/or child in occupancy at the time of a qualified owner's death is not required to satisfy the requirements for the applicable category for the unit nor the minimum occupancy requirement. A relative other than a qualified spouse and/or child who is in occupancy of the unit at the time of a qualified owner's death will be permitted to continue to occupy the respective ownership unit only if such person is or becomes APCA-qualified within six months of the approved owner's death.

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B. A child of a deceased owner who is not in occupancy at the time of the qualified owner's death, must meet the following requirements in order to obtain title to the unit as a qualified buyer: i. Assets and income must be at or below the requirements for a category 5 unit as determined at the time of the owner's death;

ii. Applicable minimum occupancy requirement minus one (minimum occupancy may be waived if child can document a work history of 10 consecutive years in Pitkin County prior to point of transfer);

iii. The child must document his or her four-year work history in Pitkin County immediately prior to the qualified owner's death or document that he or she is currently enrolled in high school, college, or graduate degree program, or that the school requirement and the work requirement is at least the four years; and

iv. In order for a spouse of the qualified child to be added (but not substituted) to title by to a quitclaim deed or otherwise, such person must demonstrate proof of marriage as determined by APCA.

C. If a dependent minor (under age 18) is the sole surviving member of an approved household and opts to stay in the unit; the following conditions must be met by the dependent minor in order to remain in the unit: i. enrolled full-time in an accredited lower or high school program and/or thereafter such person enrolls in an accredited higher education program; and

Commented [JJC4]: Does the spouse have to qualify under the Regs?

Housing Manager providing information to support that an exempt transaction has occurred. In such case, the child may reside in the housing unit with a guardian as their primary residence until the child turns 22 years of age, at which time the housing unit must be sold pursuant to these Regulations.

~~An Owner of a housing units at The Crossings at Horse Ranch who purchased such housing unit prior to August 26, 2002, may transfer such housing unit one time by operation of law, by will, inheritance, or gift to one or more of their surviving children, provided that the person(s) who becomes vested with fee title to the housing unit meets the criteria of a qualified applicant. Such one time transfer shall be exempt from the procedures set forth in Section 17.4 of the Code and 17.4 of these Regulations, provided written notice shall be given to the Housing Manager providing information to support that an exempt transaction has occurred.~~

17.8 Interpretations; Appeals. The Housing Manager shall make all interpretations of these Regulations. Any applicant or owner who feels that the Housing Manager has misinterpreted or improperly applied the provisions of the Chapter 17 of the Municipal Code or these Regulations may inform the Town Manager in writing and request a review. Any such request must be delivered to the Town Manager within fourteen (14) days of the date of such purported misinterpretation or improper application. The Town Manager shall investigate and take such actions as are necessary and proper to alleviate any actual noncompliance.



Permanent Moderate Housing Regulations

- 17.1 Purpose
- 17.2 Definitions
- 17.3 Application
- 17.4 Resale Procedure
- 17.5 Mandatory Resale
- 17.6 Rental
- 17.7 Exempt Transactions
- 17.8 Release of Restrictions
- 17.9 Remedies of the Town
- 17.10 No Guaranty or Warranty Disclosure

17.1 Purpose. It is the goal of the Town of Snowmass Village to support a viable workforce and to continue a commitment to workforce housing opportunities that best balance the character and resources of the Town. These Regulations effectuate the provisions of Chapter 17, Article I of the Municipal Code and shall be enforceable as if enacted as a part thereof.

17.2 Definitions

As used in these Regulations, the following words shall be construed to have the meanings defined below:

Active employment means a minimum of one thousand four hundred (1400) hours during a minimum period of eight (8) months per calendar year.

Disabled Employee Prioritization is available to a qualified applicant who personally has or who resides with a dependent who has a physical impairment that substantially limits the ability of the person to walk and/or climb stairs, as documented in writing by a medical doctor licensed in the State of Colorado.

Disabled housing unit means a housing unit that complies with the accessibility provisions of the Americans with Disabilities Act (ADA) and Chapter 18 of the Town of Snowmass Village Municipal Code.

Proposed 11/2023

Home occupation means a business that complies with the requirements of Sec. 16A-3-240 of the Town of Snowmass Village Municipal Code.

Employee means an adult who is actively employed by a licensed employer, as defined herein.

Employer is a business licensed:

- a. Pursuant to the Town of Snowmass Village Municipal Code with a principal place of business in Snowmass Village for a minimum of three (3) years; or
- b. To do business within Pitkin County, and having a principal place of business within Pitkin County.

Housing Manager is the individual designated by the Snowmass Village Town Manager to implement these Regulations, or his or her designee.

Housing unit means a dwelling unit that is subject to the provisions of these Regulations.

Income is calculated by averaging the adjusted gross income shown on the last three (3) filed Federal Income Tax returns. To qualify for purchase, a minimum of eighty percent (80%) of the applicant's income must be income earned within Snowmass Village and be verifiable by tax return or W-2 form. Income and Net Worth levels for joint applicants will be combined.

Maximum resale price means the maximum price for which a housing unit may be sold. The maximum resale price is computed in accordance with the resale price procedures established for each project under section 17.4 of these Regulations.

Owner means the fee simple owner of a housing unit.

Pre-sale inspection means an inspection of the housing unit to confirm that the housing unit has been kept and maintained in a clean and orderly condition, normal wear and tear excepted, in a manner determined by the Housing Manager.

Qualified applicant means all adult applicants who collectively meet the qualifications for purchase of a housing unit, as established from time to time by the Housing Manager, and taking into consideration employment, income, net worth, unit size, dependents, and any other criteria established by the Housing Manager, as set forth in these Regulations.

Resale fee means a fee collected upon the filing of a notice of intent to sell a housing unit, as determined by the Housing Manager, as set forth in these Regulations.

Requalified owner is an owner who, following the initial purchase of a housing unit, meets the qualifications for employment, income, net worth and residency established by the Housing Manager, as set forth in these Regulations

Residential dwelling unit means any residential property within the Roaring Fork River drainage situated in Eagle, Pitkin, or Garfield Counties, or within the communities along the Colorado River corridor from and including the unincorporated No Name area to and including the City of Rifle.

Unit size means a housing unit intended to be occupied by a minimum or maximum number of occupants as established by the Housing Manager.

17.3 Application. The Permanent Moderate Housing Regulations apply to the use, occupancy and sale of the following developments: Capitol Peak Condominiums, Coffey Place, Country Club Townhomes, Creekside Condominiums, Crossings at Horse Ranch, Daly Permanent Moderate Housing Townhomes, Mountain View Permanent Moderate Housing Condominiums, all phases of Rodeo Place, Sinclair Meadows, and all other Permanent Moderate Housing developments and housing units recognized by the Snowmass Village Town Council.

17.3.1 Application Procedure. On forms specified by the Housing Manager, an applicant shall provide information concerning employment, income, net worth, unit size, dependents and such other information deemed reasonably necessary to determine whether the applicant can be deemed a qualified applicant. All information provided by an applicant shall be considered confidential.

17.3.2 Procedures. Applications are available at the Housing Department office. Completed applications must be submitted with an application fee. An application is active for twelve (12) consecutive months. To apply for another housing unit, a Confirmation Affidavit shall be completed, with updated information, and a reapplication fee shall be paid. Incomplete applications will not be considered.

17.3.3 Verification of Application Information. The Housing Manager will verify all information contained in an application. If the Housing Manager determines that any information or statements in an application are not true or accurate, then the applicant may be permanently precluded from applying for the purchase of any housing unit or for applying to rent any Town apartment.

17.3.4 Qualified Applicant.

17.3.4.1 Employment Qualifications. To apply for a housing unit, an adult employee must meet one of the following qualifications: (a) active employment for a minimum of one (1) year, and currently employed, by an employer licensed pursuant to the Snowmass Village Municipal Code with a principal place of business in the Snowmass Village as defined in Section 17-3 of

the Code , (b) worked 1600 hours and earned 70% of income in Snowmass Village for a minimum of one (1) year, or (c) active employment in Pitkin County for a minimum of three (3) years and currently employed in Pitkin County.

Licensed home occupations (as defined in the Town of Snowmass Village Land Use Code Sec. 16A-3-240) are qualified, provided they meet the definition of an employer in and derive a minimum of 80% of income from products, services or other direct benefits to the residents and/or businesses of the Town of Snowmass Village (if Snowmass Village applicant) or Pitkin County (if Pitkin County applicant). Applicants must provide proof of business license, a current Profit and Loss statement, a current list of clients, and any other information deemed necessary to verify eligibility, in addition to the other required application documents.

The following lottery tiers establish the priorities for applicants. All applicants must also meet employment, income, asset and occupancy requirements. After applicants are qualified, they will be entered into a lottery tier using the priorities listed below.

Lottery Tiers	Lottery Priorities
1st	In-Complex
2nd	Downsizing from one housing unit to another unit, provided the downsized unit has fewer bedrooms than the current unit. In the case of new construction, no more than 25% of the initial units shall be made available for downsizing unless otherwise established by the Town Council.
3rd	Snowmass Village full-time employment with 3 or more years
4th	Snowmass Village full-time employment with 12-35 months
5th	Snowmass Village full-time employment with 3 or more years; 2 people may apply for a 3-bedroom unit
6th	Snowmass Village full-time employment with 12-35 months; 2 people may apply for a 3-bedroom unit
7th	Pitkin County full-time employment with 3 or more years

17.3.4.2. Maximum Income and Net Worth. The purchase price of a housing unit limits the income and net worth of an applicant to a maximum income and net worth. The maximum income and net worth applicable to a specific purchase price shall be established and made public annually by the Housing Manager.

Assets and liabilities shall be defined as generally accepted accounting standards for individuals, including all business equity for self-employed persons and business owners. Tax deferred retirement funds, college savings funds and contingent liabilities are not included in the net worth calculation. In the case of persons who wish to downsize from one housing unit to another unit, the value of the primary home will not be included in the net worth calculation, provided the unit downsizing to has fewer bedrooms. Income is calculated by averaging the adjusted gross income shown on the last three (3) filed Federal Income Tax returns. Applicant's qualifications, including income, must be verifiable by tax return or W-2 form. Income and Net Worth levels for joint applicants will be combined.

17.3.4.3 Unit Size and Occupancy Requirements. In addition to the Lottery Priorities set forth in these Regulations and to maximize the occupancy of housing units, an applicant can only apply to purchase a housing unit to accommodate the number of persons that will be residing with the applicant. The number of persons will include a dependent as defined in the Internal Revenue Code, or a minor child who resides on a part time basis of not less than one hundred twenty-one (121) days per calendar year as a result of an order of a court. A first priority applicant can only apply to purchase a housing unit with the number of bedrooms as follows:

First Priority Occupancy Table #1

Total Persons	1 bedroom	2 bedrooms	3 bedrooms	4 or more bedrooms
1*	X	X		
2	X	X		
3		X	X	
4		X	X	X
4+			X	X

*One person is not eligible to purchase a detached single-family home.

Second Priority Occupancy Table #2

Total Persons	1 bedroom	2 bedrooms	3 bedrooms	4 or more bedrooms
2	X	X	X	

After the first priority qualified applicants have been selected the Second Priority Occupancy Table will be used if necessary. This table will only be used for qualified Snowmass Village employee applicants in the 5th and 6th lottery tier from the 17.2.4.1 lottery procedures table.

Note: All Pitkin County employees in the 7th lottery tier must meet the requirements listed in the First Priority Occupancy Table #1.

17.3.5 Restriction on Ownership of Other Real Property. In order to qualify and to remain qualified, an applicant may not own any interest in a residential dwelling unit, as defined above. This includes any such interest held personally, by a member of the household, as a shareholder or member of a corporation, or as a partner, joint venture or a beneficiary of a trust. Successful applicants who currently own a residential dwelling unit will be required to dispose of such property within six months of closing on the housing unit. Exceptions for employer-owned workforce housing may be granted upon request and will be subject to a Restricted Housing Agreement.

Notwithstanding, a residential dwelling unit in which an applicant has an ownership interest may be exempt from this restriction on the following conditions: (a) applicant is in the business of owning real property for the purpose of remodel, renovation, repair, and resale; (b) the residential dwelling is not occupied at any time while owned by applicant; (c) applicant shall not own the residential dwelling unit for more than 6 months following receipt of a certificate of occupancy or certificate of completion for such unit, as applicable, unless such time is extended by the Housing Manager; and (d) applicant shall provide information acceptable to the Housing Manager to satisfy these conditions in the Housing Manager's reasonable discretion.

17.3.5 Applicant Super Priorities. Upon qualifying to purchase a housing unit, an applicant may qualify for a further, or "super", priority that will rise above all other priorities.

17.3.5.1 Disabled Employee Prioritization. A qualified applicant who personally or who resides with a dependent who has a physical impairment that substantially limits the major life activity of walking and substantially limits the ability of the person to climb stairs as documented in writing by a medical doctor licensed in the State of Colorado shall be deemed the first priority qualified purchaser for the purchase of a disabled housing unit without regard to prioritization criteria. In the event that two or more qualified applicants desire to purchase the housing unit, then employment prioritization within the Lottery Tiers in Section 17.3.4.1 shall be utilized to determine the first priority qualified purchaser.

17.3.5.2 In Complex Priority. A qualified applicant who currently works full-time for a Snowmass Village business and who has owned a housing unit in the project where a housing unit is offered for sale for longer than one (1) year shall be deemed the first priority qualified purchaser for the purchase of the housing unit without regard to other prioritization criteria. In the event that two or more such qualified applicant employee owners desire to purchase the housing unit, then employment prioritization within the Lottery Tiers in Section 17.3.4.1 shall be utilized to determine the first priority qualified purchaser. If more than one applicant is in the same employment tier, then a lottery will be held to select the qualified in complex purchaser.

17.3.6 Local Priority. Qualified applicants who graduate from Aspen High School, resided in TOSV for at least eight (8) consecutive years prior to high school graduation, and had an absence from TOSV following high school graduation for not more than six (6) years, shall be given credit for five (5) years of employment pursuant to Section 17.4.4.

17.4 Resale Procedure.

17.4.1 Housing Unit Inspection. As a condition precedent to filing a notice to sell a housing unit, the Town shall inspect the property with an inspector approved by the Housing Manager. Upon successful completion of the inspection, an approved inspection report shall be issued.

17.4.1.1 Standards. The inspection will disclose the physical condition of the housing unit. The housing unit must meet a minimum standard of maintenance and cleanliness. The inspector will grade the housing unit on a standard approved by the Housing Manager.

17.4.1.2 Repairs. If the pre-sale inspection discloses deficiencies, then the owner shall correct all deficiencies. The housing unit shall be re-inspected to confirm that all such deficiencies have been properly corrected.

17.4.2 Notice to sell. After receipt of the approved inspection report and the notice of intent to sell, the Housing Manager shall collect a resale fee equal to Two Thousand Dollars (\$2,000.00), which may be adjusted on annual basis by the Housing Manager to reflect changes in costs. Upon good cause shown, the Housing Manager may authorize alternate arrangements for the payment of the resale fee.

17.4.3 Maximum resale price calculation. The Housing Manager shall calculate the maximum resale price based upon the date the owner acquired the housing unit and upon the owner's purchase price, as further outlined below.

17.4.3.1 Energy Efficiency, Carbon Reduction & Water Conservation Capital Improvements. An energy efficiency, carbon reduction and water conservation capital improvements allowance of up to 10% in aggregate of the current resale price will be established for each new owner of a single-family home or a condominium unit. Only improvements that clearly demonstrate energy efficiency, carbon reduction and water conservation will be considered for this allowance. The utilization of sustainable green building materials may also be included in the 10% improvement allowance. All capital improvements will be depreciated on the depreciation schedule from the Marshall Swift Residential Handbook. This improvement allowance does not include the replacement or maintenance of existing fixtures, appliances, decorative items, or improvements necessary to maintain existing fixtures from the original construction. Only new replacement items which are recognized to provide a substantial amount of energy or water conservation greater than the original construction will be considered. An owner shall submit a complete improvement cost proposal listing the improvement items and documentation identifying the energy savings or water conservation benefits to the Housing Director prior to beginning the improvement work. The director will then decide if the requested improvements may be added to the resale price.

After receiving Housing Director approval, to substantiate the Energy, Carbon Reduction and Water Conservation Capital Improvement allowance amount, an owner shall provide the Housing Director an affidavit of owner setting forth the amounts expended for improvements with receipts to show actual expenses attached thereto, and the certificate of completion issued by the Building Official for the improvements, if required. If a certificate of completion is not required, then a written statement from the Building Official identifying that the improvements installed did not require a building permit or a certificate of completion. Energy, Carbon Reduction and Water Conservation Capital Improvements that have not received preapproval from the Housing Director will not be considered for inclusion upon resale of the unit.

17.4.3.2 Improvements. Improvements may be included in the resale calculation only if approved by the Housing Manager and to the extent specified in these Regulations. Evidence

of cost of eligible improvements and corresponding documentation from the Building Official must be submitted within six (6) months of issuance of a certificate of occupancy or other approval to be considered. In the case of existing housing improvements, evidence and documentation shall be submitted within six (6) months of adoption of these Regulations.

17.4.3.3 Condominium Housing Units Acquired before July 22, 1991. For housing units located in the Creekside Condominiums and Country Club Townhomes that have been continuously owned by the same owner on and after July 22, 1991, the maximum resale price is computed as follows:

- a) the purchase price paid by the owner, plus an amount equal to:
 1. The purchase price paid by the owner;
 - Multiplied by the consumer price index, all items, urban wage earners and clerical workers (revised) published by the United States Department of Labor, Bureau of Labor Statistics, commonly known as the CPI-W, last published prior to the date of notice of intent to sell;
 - Divided by the CPI-W last published prior to the time of purchase by owner;
 - plus, the depreciated cost of improvements to the condominium unit which have been paid for by the owner and approved by the Town Council.
 - plus, the depreciated value of TOSV approved energy efficient or water conservation capital improvements installed and paid by the owner not to exceed 10% of the current resale price,
 - plus, the actual cost of capital improvements performed by the condominium association of the project in which the housing unit is located, paid for by the owner from the time of installation of the capital improvement to the date of resale approved by the Town, not to exceed ten percent (10%) of the current resale price.

17.4.3.4 Condominium Housing Units Acquired after July 22, 1991. The maximum resale price shall be computed as the lesser of:

- a) the original price plus a three-percent annual increase in the purchase price, prorated from the date of the original purchase, or
- b) the purchase price paid by the owner, plus an amount equal to:
 1. The purchase price of the current owner;
 - Multiplied by the consumer price index, all items, urban wage earners and clerical workers (revised) published by the United States Department of

Labor, Bureau of Labor Statistics, commonly known as the CPI-W, last published prior to the date of notice of intent to sell;

- Divided by the CPI-W last published prior to the time of purchase by owner plus,
- The depreciated value of TOSV approved energy efficient or water conservation capital improvements installed and paid by the owner not to exceed 10% of the current resale price,
- plus, the depreciated cost of capital improvements performed by the condominium association of the project in which the housing unit is located, paid for by the owner from the time of installation of the capital improvement to the date of resale approved by the Town, not to exceed ten percent (10%) of the current resale price.

17.4.3.5 Crossings Housing Units. The maximum resale price shall be computed as the lesser of:

- a) the base price as maintained in the records of the Housing Manager, plus the cost of the finishing of the basement from the date of completion in accordance with the description of the basement option not to exceed the cost of a standard basement option, plus a three-percent annual increase, or
- b) the purchase price paid by the owner, minus the cost of any house option which is installed after the issuance of the original certificate of occupancy plus the cost of the deck option, if it was subtracted from the calculation of the house base price, plus an amount equal to:
 - 1. The purchase price of the current owner;
 - Multiplied by the consumer price index, all items, urban wage earners and clerical workers (revised) published by the United States Department of Labor, Bureau of Labor Statistics, commonly known as the CPI-W, last published prior to the date of notice of intent to sell;
 - Divided by the CPI-W last published prior to the time of purchase by owner;
 - plus, the cost of any house option, as approved by the Town Council as an option to the basic house design (as set forth in Exhibit "A" to the Horse Ranch Employee Housing Development Agreement entered into by and between the Town and Foresite Capital Facilities Corporation on April 22, 1994)
 - plus, automatic sprinkler system, gutter and downspout, permanent landscaping and heat tapes) which was installed after the issuance of the original certificate of occupancy

- plus the cost of the deck option, if it was subtracted from the calculation of the house base price.

From the issuance of the original certificate of occupancy for the housing unit, the maximum amount shall be limited to ten percent (10%) of the house base price which shall escalate as follows:

- To five (5) years, five percent (5%) of the house base price;
- To six (6) years, six percent (6%) of the house base price;
- To seven (7) years, seven percent (7%) of the house base price;
- To eight (8) years, eight percent (8%) of the house base price;
- To nine (9) years, nine percent (9%) of the house base price; and
- To ten (10) years, ten percent (10%) of the house base price.
- plus, the depreciated value of TOSV approved energy efficient or water conservation capital improvements installed and paid for by the owner not to exceed 10% of the current resale price

To substantiate such amounts, an owner shall provide the Housing Manager an affidavit of owner setting forth the amounts expended for improvements with receipts attached thereto, and the certificate of completion issued by the Building Official for the improvements, if required, or if no certificate of completion is required, then a statement from the Building Official that the improvements installed did not require a certificate of completion. If such amount has not previously been substantiated to the satisfaction of the Housing Manager, it shall be provided with the notice of intent to sell.

17.4.3.6. Rodeo Place Single Family Housing Units. The maximum resale price shall be computed as the lesser of:

- a) the base price as maintained in the records of the Housing Manager, plus
 - the one-time actual cost of finishing the basement subject to a maximum allowance of \$70.00 per square foot from the date of completion in accordance with the square feet allocated to each home basement, plus
 - The depreciated value of TOSV approved energy-efficient or water conservation capital improvements installed and paid by the owner not to exceed 10% of the current resale price, plus
 - The purchase price of the current owner;
 - Multiplied by the consumer price index, all items, urban wage earners and clerical workers (revised) published by the United States Department of Labor, Bureau of Labor Statistics, commonly known as the CPI-W, last published prior to the date of notice of intent to sell;
 - Divided by the CPI-W last published prior to the time of purchase by owner;

To substantiate the finished basement option amount, an owner shall provide the Housing Manager an affidavit of owner setting forth the amounts expended for improvements with receipts attached thereto, and the certificate of completion issued by the Building Official for the improvements, if required, or if no certificate of completion is required, then a statement from the Building Official that the improvements installed did not require a certificate of completion. The finishing of the basement improvements will be a one-time adjustment to the home base price from the certificate of completion date. If such amount has not previously been substantiated to the satisfaction of the Housing Manager, it shall be provided with the notice of intent to sell.

17.4.3.7. Coffey Place Single Family and Condominium Housing Units. The maximum resale price shall be computed as the lesser of:

- a) the original price plus
 - a three-percent annual increase in the purchase price, prorated from the date of the original purchase, plus
 - the depreciated value of TOSV approved energy efficiency or water conservation capital improvements installed and paid by the owner, not to exceed 10% of the current resale price;
- OR
- b) the purchase price as maintained in the records of the Housing Manager,
 - Multiplied by the consumer price index, all items, urban wage earners and clerical workers (revised) published by the United States Department of Labor, Bureau of Labor Statistics, commonly known as the CPI-W, last published prior to the date of notice of intent to sell;
 - Divided by the CPI-W last published prior to the time of purchase by owner, plus
 - The depreciated value of TOSV approved energy- efficient or water conservation capital improvements installed and paid by the owner not to exceed 10% of the current resale price.

17.4.3.8 Future Housing. The regulations governing resale for future developments will be included in these Regulations.

17.4.3.9 Publication. The Housing Manager shall cause a notice of the availability of the housing unit purchase shall be published in a local newspaper once a week for four (4) consecutive weeks.

17.4.4 Lottery Procedure. At the end of the thirty (30) day Snowmass village employee priority period, lottery chances will be assigned by the Housing Manager to qualified applicants as follows:

Years Employed	Lottery Chances
1 or greater but less than 3	1
3 or greater but less than 7	2
7 or greater but less than 11	4
11 or greater but less than 15	6
15 or greater	8

Following the assignment of lottery chances to qualified applicants, the Housing Manager shall schedule and conduct a lottery to determine the priority of qualified purchasers. The lottery will be scheduled by the Housing Manager. If a chance of a qualified applicant is chosen more than one (1) time, all subsequent chances will be disregarded.

17.4.5 Contract and sale procedure. The first priority qualified purchaser shall have seven (7) days to enter into a contract with the owner for purchase of the housing unit. In the event that a contract is not timely entered into the next priority qualified purchaser shall have seven (7) days to enter into a contract with the owner for purchase of the housing unit, and so on until a sale occurs. The owner may not reject an offer from a qualified purchaser that is for the maximum resale price or the current resale price, as the case may be unless other terms and conditions of the offer are unreasonable. Thereafter, if the housing unit has not been sold, the owner may list it for sale with a real estate broker or negotiate a contract for its sale provided that the owner shall notify all prospective purchasers that they must be confirmed to be a qualified purchaser by the Housing Manager.

17.4.6 Advertise housing unit for sale. The owner shall advertise the housing unit for sale by the placement of a "for sale" sign meeting the requirements of Chapter 16A of the Snowmass Village Municipal Code at a conspicuous location.

17.4.7 Confirmation of qualification. At the closing of the sale, the Housing Manager shall confirm:

- a) The status of the qualified purchaser to purchase the housing unit;
- b) That the purchase price does not exceed the maximum resale price; and
- c) All monies owing to the Town have been fully paid.

17.5 Mandatory Resale.

17.5.1 An owner shall immediately offer the housing unit for sale in accordance with the provisions of section 17.4 upon the occurrence of any of the following events:

- a) If a non-qualified purchaser takes title to the housing unit; or
- b) The owner does not maintain residency at the housing unit; or

- c) The owner has not sold their residential dwelling unit within six (6) months of the closing of the acquisition of the housing unit, or such period of time as approved by the Town Council upon good cause shown; or
- d) The owner acquires any interest in a residential dwelling unit after the closing of the acquisition of a housing unit; or
- e) The owner purchases the housing unit for a purchase price greater than the maximum purchase price; or
- f) The owner fails to be a requalified owner.

17.5.2 Biennial Requalification. All owners must requalify biennially by completing and returning an affidavit within ninety (90) days of receipt. The affidavit will confirm that the following:

- a) The owner has been in physical residence in the housing unit for a minimum of eight (8) months each calendar year, is or is eligible to be a registered voter in the Town, possesses or is eligible to possess a valid Colorado driver's license; and files a Colorado income tax return; and
- b) The owner has been actively employed by an employer whose principal place of business is in Pitkin County for minimum of one thousand four hundred (1400) hours during a minimum period of eight (8) months per calendar; or have attained the age of sixty-two (62) after having been the owner of the housing unit for not less than ten (10) years. Verification of compliance with this requirement must be provided at the time of requalification.
- c) The owner does not own any interest a residential dwelling unit. This includes any such interest held personally, by a person's spouse, as a shareholder or member of a corporation, or as a partner, a joint venture or a beneficiary of a trust. Notwithstanding, a residential dwelling unit in which owner has an ownership interest may be exempt from this restriction on the following conditions: (a) owner is in the business of owning real property for the purpose of remodel, renovation, repair, and resale; (b) the residential dwelling is not occupied at any time while owned by owner; (c) owner shall not own the residential dwelling unit for more than 6 months following receipt of a certificate of occupancy or certificate of completion for such unit, as applicable, unless such time is extended by the Housing Manager; and (d) owner shall provide information acceptable to the Housing Manager to satisfy these conditions in the Housing Manager's reasonable discretion.

The Housing Department may, at its discretion, conduct a directed and random audit of continued compliance with ongoing qualification with the provisions of these Regulations.

17.5.3 Change in Ownership. Any proposed or contemplated additions or deletions to the owners listed on the warranty deed must be approved in writing by the Housing Manager. Any such changes will be required to comply with all requirements of these Regulations.

17.6 Housing Unit Rental.

17.6.1 For good cause shown and with the approval of the Housing Manager, an owner may rent the entire housing unit for a maximum of four months. The rental rate shall not exceed the rent for a comparable rental apartment owned by the Town as determined by the Housing Manager. No short-term rentals will be allowed.

17.6.2 With written notice to the Housing Manager, the owner of a housing unit of not less than two (2) bedrooms may rent one (1) bedroom to a maximum of two (2) people, at least one (1) of whom is an employee. Full-time seasonal employees (minimum 700 hours per season) may qualify for a rental at the owner's discretion. Provided, however, the owner must maintain residency in the housing unit, must occupy a bedroom in the housing unit and must receive prior approval for any such rental from the association in which the housing unit exists. The rental rate shall not exceed the rent for a comparable rental apartment owned by the Town as determined by the Housing Manager.

17.6.3 Where there exists a conflict between any limitation or requirement in this Code and any limitation or requirement contained in any applicable protective covenant, deed restriction, condominium declaration, homeowners or condominium association bylaws or rules and regulations, as the same may be adopted or amended from time to time, the more restrictive limitation or requirement shall prevail.

17.7 Exempt Transactions.

17.7.1 A one-time transfer by operation of law, by will or inheritance to a surviving spouse of an owner is exempt from the procedures set forth in Section 17-4 of the Code and 17.4 of these Regulations, provided written notice shall be given to the Housing Manager providing information to support that an exempt transaction has occurred.

17.7.3 A one-time transfer by operation of law, by will or inheritance to a dependent minor child as the sole surviving member of owner is exempt from the procedures set forth in Section 17-4 of the Code and 17.4 of these Regulations, provided written notice shall be given to the Housing Manager providing information to support that an exempt transaction has occurred. In such case, the child may reside in the housing unit with a guardian as their primary residence until the child turns 22 years of age, at which time the housing unit must be sold pursuant to these Regulations.

17.8 Interpretations; Appeals. The Housing Manager shall make all interpretations of these Regulations. Any applicant or owner who feels that the Housing Manager has misinterpreted or improperly applied the provisions of the Chapter 17 of the Municipal Code or these Regulations may inform the Town Manager in writing and request a review. Any such request must be delivered to the Town Manager within fourteen (14) days of the date of such purported

misinterpretation or improper application. The Town Manager shall investigate and take such actions as are necessary and proper to alleviate any actual noncompliance.

1 TOWN OF SNOWMASS VILLAGE
2 TOWN COUNCIL

3
4 ORDINANCE NO. 4
5 SERIES OF 2024
6

7 AN ORDINANCE AMENDING CHAPTER 17, ARTICLE I – PERMANENT MODERATE
8 HOUSING - OF THE SNOWMASS VILLAGE MUNICIPAL CODE AND ADOPTING
9 PERMANENT MODERATE HOUSING REGULATIONS
10

11 WHEREAS, The Town of Snowmass Village (“TOSV” or the “Town”) is a home-
12 rule municipality, duly organized and existing under the TOSV’s Charter adopted pursuant
13 to Article XX of the Constitution of the State of Colorado; and
14

15 WHEREAS, Section 3.3 of the TOSV’s Charter confers upon Town Council the
16 power to amend the TOSV Municipal Code; and
17

18 WHEREAS, Chapter 17, Article I of the TOSV Municipal Code contains provisions
19 regarding Permanent Moderate Housing, and Section 17-11 thereof authorizes the
20 establishment of rules and regulations to effectuate the provisions of the Code (the
21 “Permanent Moderate Housing Regulations”); and
22

23 WHEREAS, the Town Council wishes to amend the Code and Permanent
24 Moderate Housing Regulations to update eligibility requirements, exemptions from resale
25 procedures, local preference, and other miscellaneous updates; and
26

27 WHEREAS, the Town Council finds that the adoption of this Ordinance is in the
28 best interest of the TOSV.
29

30 NOW, THEREFORE, BE IT ORDAINED, by the Town Council of the Town of
31 Snowmass Village, as follows:
32

- 33 1. Recitals. The foregoing recitals are incorporated herein as findings of the Town
34 Council.
35
36 2. Chapter 17, Article I – Permanent Moderate Housing. Chapter 17, Article I –
37 Permanent Moderate Housing – of the TOSV Municipal Code is hereby amended
38 with the following **bold, underlined** additions and ~~striketrough~~ deletions:
39

40 **ARTICLE I Permanent Moderate Housing**

41
42 **Sec. 17-1. Purpose.**
43

44 To effectuate the orderly administration of housing units, the Town Council has
45 determined that reasonable regulation is required. It is the intention of the Town
46 Council to ensure that housing units shall be available for purchase and occupancy

by qualified individuals at an affordable price. Public funds are being utilized to make the original purchase price of a housing unit affordable, and, therefore, restrictions on the escalation of the value of the unit are required to ensure that the purposes of creation of the housing unit are maintained.

Sec. 17-2. Application.

The provisions of this Chapter shall apply to and restrict the use, occupancy and sale of all housing units in the Town, including without limitation those units located in the following projects: **Capital Peak Condominiums, Coffey Place, Creekside Condominiums, Country Club Townhomes, Country Club Villas, Crossings at Horse Ranch, Daly Permanent Moderate Housing Townhomes, and Mountain View Permanent Moderate Housing Condominiums, and all other Permanent Moderate Housing developments and housing units recognized by the Snowmass Village Town Council.**

Sec. 17-3. Definitions.

As used in this Article and all regulations adopted, the following words shall be construed to have the meanings defined below:

Disabled housing unit means a housing unit that complies with the accessibility provisions of the Americans with Disability Act and Chapter 18 of the Municipal Code.

Employee means an adult who is employed by an employer licensed:

- a. Pursuant to Section 4.2 of this Code with a principal place of business in Snowmass Village; or
- b. To do business in the City of Aspen or the County, and having a principal place of business within the County.

Housing unit means a dwelling unit that is subject to the provisions of this Chapter. Maximum resale price means the maximum price for which a housing unit may be sold. The maximum resale price for housing units located in the Creekside Condominiums and Country Club Townhomes that have been continuously owned by the same owner on and after July 22, 1991, shall be computed in accordance with resale price procedures established by the Housing Manager referred to as the current resale price.

85
86 *Owner* means the fee simple owner of a housing unit.
87

88 *Pre-sale inspection* means an inspection of the housing unit to confirm that the
89 housing unit has been kept and maintained in a clean and orderly condition, normal
90 wear and tear excepted, in a manner determined by the Housing Manager.
91

92 *Qualified applicant* means all adult applicants who collectively meet the
93 qualifications for purchase of a housing unit as established from time to time by
94 the Housing Manager, taking into consideration employment, income, net worth,
95 unit size, dependents and any other criteria established by the Housing Manager
96 to determine eligibility for purchase.
97

98 *Resale fee* means a fee collected upon the filing of a notice of intent to sell a
99 housing unit as determined by the Housing Manager.
100

101 *Requalified owner* is an owner who, following initial purchase of a housing unit,
102 meets the qualifications for employment, income, net worth and residency
103 established by the Housing Manager.
104

105 *Residential dwelling unit* means any residential property within the Roaring Fork
106 River drainage situated in Eagle, Pitkin or Garfield Counties, or within the Colorado
107 River Drainage from and including the unincorporated No Name area to and
108 including the City of Rifle.
109

110 *Unit size* means a housing unit intended to be occupied by a minimum or maximum
111 number of occupants as established by the Housing Manager.
112

113 **Sec. 17-4. Resale procedure.**
114

115 (a) Housing Unit Inspection. As a condition precedent to filing a notice to sell a
116 housing unit, the owner shall obtain an approved pre-sale inspection which shall,
117 among other things, confirm that the number of bedrooms in the housing unit has
118 not decreased since the housing unit was purchased by the owner.
119

120 (b) Notice to Sell and Resale Fee Deposit. The owner, after having received an
121 approved inspection report, shall file a written notice of intent to sell with the
122 Housing Manager and shall pay the resale fee.

(c) Town Purchase Option. The Town reserves the right to purchase any housing unit.

(d) Snowmass Village Employee Priority. For thirty (30) days from the date of filing of the notice of intent to sell, the Housing Manager will receive applications for the purchase of the housing unit from qualified applicants. At the end of the thirty-day period, the Housing Manager will proceed to determine if a super priority exists or if lottery chances will be assigned to all qualified applicants.

(e) Super Priorities. If a qualified applicant meets the criteria for a super priority as established by the Housing Manager for disabled employees and in-complex owners, a first priority qualified applicant shall be designated and is authorized to enter into a contract for purchase of the housing unit in accordance with the provisions of Section 17-4 (g) of this Code.

(f) Determination of Employment Priority and Lottery Chances. Lottery chances will be assigned by the Housing Manager to qualified applicants. Following the assignment of lottery chances to qualified applicants, the Housing Manager shall schedule and conduct a lottery to determine the priority of qualified purchasers.

(g) Contract and Sale Procedure. The qualified purchaser, in priority, may negotiate a contract for the purchase of the housing unit from the owner and proceed to close the purchase.

(h) Confirmation of Qualification. At the closing of the sale, the Housing Manager shall confirm the status of the qualified purchaser to purchase the housing unit and that the purchase price does not exceed the maximum resale price.

Sec. 17-5. Mandatory resale.

An owner shall immediately offer the housing unit for sale in accordance with the provisions of Section 17-4 upon the happening of any of the following events:

(1) If a non-qualified purchaser takes title to a housing unit, or

- (2) the owner does not maintain residency at the housing unit; or
- (3) the owner has not sold a residential dwelling unit within six (6) months of the closing of the acquisition of the housing unit, or such greater period of time as approved by the Town Council upon good cause shown; or
- (4) the owner acquires a residential dwelling unit after the closing of the acquisition of a housing unit; and
- (5) the owner purchases the housing unit for a purchase price greater than the maximum purchase price; or
- (6) the owner fails to be a requalified owner.

Sec. 17-6. Rental.

~~No owner may rent a housing unit without the prior approval of the Town Council by Resolution, upon good cause shown.~~

An owner may rent a housing unit only to the extent permitted by and in accordance with the regulations adopted pursuant to this Article.

Sec. 17-7. Exempt transactions.

A one-time transfer by operation of law, by will or inheritance to a surviving spouse of an owner is exempt from the procedures set forth in Section 17-4, provided written notice shall be provided to the Housing Manager providing information to support that an exempt transaction has occurred.

Additional, limited exempt transactions are set forth in the regulations adopted pursuant to this Article.

Sec. 17-8. Release of restrictions.

To induce lending institutions to finance housing units, the Housing Manager is authorized to enter into agreements with lending institutions which allow for the release of a housing unit from the application of the provisions of this Chapter in the event of a foreclosure of a first priority deed of trust or mortgage securing a loan. Any such agreement shall provide that:

(1) The Town shall have an option to purchase the housing unit for the price which would be paid by the redeeming owner in the foreclosure;

(2) The option to purchase period shall commence upon the end of the last redemption period of the foreclosure and shall continue for a period not less than ten (10) days; and

(3) The release of the housing unit from the applicability of this Chapter shall occur only after the expiration of the option to purchase period.

Sec. 17-9. Remedies of the Town.

The Town expressly reserves all remedies provided by law for breach of these restrictions.

(1) Transfer void. In the event a housing unit is sold and conveyed without compliance herewith, such sale shall be wholly null and void and shall confer no title whatsoever upon the purported purchaser. Each and every conveyance of the property, for all purposes, shall be deemed to include and incorporate by this reference the covenants herein contained, even without reference herein to this agreement.

(2) Failure to cure breach. In the event the owner fails to cure any breach, the Town may resort to legal action, including, but not limited to specific performance of these restrictions or a mandatory injunction requiring sale of the housing unit by the owner.

(3) Housing unit price freeze. In the event of a breach of any of the terms or conditions hereby of the owner or the transfer of a housing unit to a nonqualified transferee, the original purchase price of the housing unit shall upon the date of such breach or transfer automatically cease to increase and shall remain fixed until the date of cure of said breach or disqualification.

(4) Purchase of Housing Unit. The Town reserves the right to purchase a housing unit.

(5) Town Attorney Fees. All costs incurred by the Town in enforcing the terms of this Article and regulations adopted pursuant thereto, including without limitation, costs of suit and reasonable attorneys' fees, even in the event that the Town secures redress without a completed judicial proceeding, shall be repaid upon demand by the person or persons against whom enforcement has been sought.

Sec. 17-10. No guaranty or warranty.

No guaranty or warranty is made by the Town that an owner may be able to:

- (1) Resell a housing unit without incurring a monetary loss;
- (2) Resell a housing unit at a maximum price;
- (3) Rent a housing unit; or
- (4) Rent a housing unit without incurring monetary loss.

Sec. 17-11. Regulations.

The Housing Manager shall establish rules and regulations to effectuate the provisions of this Article after conducting a public hearing and with the advice and consent of the Town Council. All rules and regulations so established shall be enforceable as if enacted in this Code. **In the event of a conflict between this Article and the regulations, the more restrictive provision shall control.**

Secs. 17-12—17-30. Reserved.

3. **Permanent Moderate Housing Regulations.** The Town Council hereby approves the amendments to the Permanent Moderate Housing Regulations as set forth in **Exhibit A**. Further, the Town Council approves and adopts the amended Permanent Moderate Housing Regulations set forth in **Exhibit B** in their entirety.
4. **Severability.** If any provision of this Ordinance or application hereof to any person or circumstance is held invalid, the invalidity shall not affect any other provision or application of this Ordinance which can be given effect without the invalid provision or application, and, to this end, the provisions of this Ordinance are severable.

5. Effective Date. This Ordinance shall be effective 14 days after final publication in accordance with the Town of Snowmass Village Home Rule Charter.

READ, APPROVED AND ADOPTED by the Town Council of the Town of Snowmass Village on First Reading on _____, 2024, upon a motion by Council Member _____, the second of Council Member _____, and upon a vote of _____ in favor and _____ against.

READ, APPROVED AND ADOPTED by the Town Council of the Town of Snowmass Village on Second Reading on _____, 2024, upon a motion by Council Member _____, seconded by Council Member _____, and upon a vote of ____ in favor and ____ against.

TOWN OF SNOWMASS VILLAGE

Bill Madsen, Mayor

ATTEST:

Megan Harris Boucher, Town Clerk

APPROVED AS TO FORM:

Jeff Conklin, Town Attorney

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

April 1, 2024

AGENDA ITEM:

First Reading of Ordinance #6, 2024 Regarding Proposed Changes to the Permanent Moderate Housing Regulations Specifically Regarding the Crossings

PRESENTED BY:

Betsy Crum, Housing Director
Jeff Conklin, Town Attorney

BACKGROUND:

In 2023, the Town Council requested an opportunity to discuss various requirements of the Permanent Moderate Housing Regulations. The existing Regulations were last revised and updated in 2018 and enforce Chapter 17 of the Municipal Code and are incorporated by reference in that Code, which reads:

Sec. 17-11 **Regulations.** The Housing Manager shall establish rules and regulations to effectuate the provisions of this Article after conducting a public hearing and with the advice and consent of the Town Council. All rules and regulations so established shall be enforceable as if enacted in this Code.

At the June 5, July 17, September 11, November 20, 2023, January 2, 2024, January 16, 2024, and March 4, 2024 Town Council meetings, we reviewed the current rental and ownership housing programs in detail and discussed many of the provisions and nuances of the current Regulations. **Consensus was reached on the following changes to TOSV Regulations**

17.7 Exempt Transactions

States that owners of homes at the Crossings who purchased prior to August 26, 2002 (the date the regulations changed) may transfer their home to one or more of their surviving children, provided they meet the criteria of a Qualified Applicant.

FINANCIAL IMPACT:

Not applicable.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

In 2023 the Town Council established the following housing goals:

Providing more affordable workforce housing options within the Village enables community members to contribute to the local economy AND helps to build a strong, emotionally connected and engaged community. Town Council remains committed to implementing the 2021 Housing Master Plan.

Understanding that Village residents are served by local governmental organizations that are physically outside of the town, TOSV will work closely with those partner entities to create a more inclusive workforce housing framework that will integrate additional people/positions/organizations into our housing program. TOSV will endeavor to leverage additional financial resources from these partners to help meet our respective housing needs.

The TOSV Housing Program provides the foundation for this goal and has set us apart from most Colorado ski communities since its inception.

RECOMMENDATION

It is the recommendation of Town Staff, that the Council, by motion:

approve Ordinance 6, 2024 on first reading and set the second reading of the ordinance for the Council's regular meeting to be held on May 6, 2024.

ATTACHMENTS:

Attachment 1: Ordinance #6 for just the Crossings provision – Until this latest round, the proposed changes were of general applicability to affordable housing units. Now there is one provision that only affects the Crossings. Per the Town Attorney, the Code provides that if a Councilor has a “personal, financial, or private interest in any legislation pending before Town council” that the Councilor has a conflict and is “disqualified with respect to any official act to which the interest relates.” Councilwoman Marolt has a conflict on this because it would specifically benefit her on this specific property, so separating it out allows her to participate in the other discussion but not vote on the Crossings provision.

1 **TOWN OF SNOWMASS VILLAGE**
2 **TOWN COUNCIL**

3
4 **ORDINANCE NO. 6**
5 **SERIES OF 2024**

6
7 **AN ORDINANCE AMENDING THE PERMANENT MODERATE HOUSING**
8 **REGULATIONS RELATED TO THE CROSSINGS AT HORSE RANCH**
9

10 WHEREAS, The Town of Snowmass Village (“TOSV” or the “Town”) is a home-
11 rule municipality, duly organized and existing under the TOSV's Charter adopted pursuant
12 to Article XX of the Constitution of the State of Colorado; and
13

14 WHEREAS, Section 3.3 of the TOSV's Charter confers upon Town Council the
15 power to amend the TOSV Municipal Code; and
16

17 WHEREAS, Chapter 17, Article I of the TOSV Municipal Code contains provisions
18 regarding Permanent Moderate Housing, and Section 17-11 thereof authorizes the
19 establishment of rules and regulations to effectuate the provisions of the Code (the
20 “Permanent Moderate Housing Regulations”); and
21

22 WHEREAS, the Town Council wishes to amend the Permanent Moderate Housing
23 Regulations to include an exemption from resale in certain circumstances for housing
24 units at the Crossings at Horse Ranch; and
25

26 WHEREAS, the Town Council finds that the adoption of this Ordinance is in the
27 best interest of the TOSV.
28

29 NOW, THEREFORE, BE IT ORDAINED, by the Town Council of the Town of
30 Snowmass Village, as follows:
31

- 32 1. Recitals. The foregoing recitals are incorporated herein as findings of the Town
33 Council.
34
35 2. Permanent Moderate Housing Regulations. The Town Council hereby amends
36 the Permanent Moderate Housing Regulations to add a new Section 17.7.3 as
37 follows:
38

39 An Owner of a housing unit at The Crossings at Horse Ranch who purchased such
40 housing unit prior to August 26, 2002, may transfer such housing unit one time by
41 operation of law, by will, inheritance, or gift to one or more of their surviving
42 children, provided that the person(s) who becomes vested with fee title to the
43 housing unit meets the criteria of a qualified applicant. Such one-time transfer
44 shall be exempt from the procedures set forth in Section 17-4 of the Code and 17.4
45 of these Regulations, provided written notice shall be given to the Housing
46 Manager providing information to support that an exempt transaction has occurred.

3. Severability. If any provision of this Ordinance or application hereof to any person or circumstance is held invalid, the invalidity shall not affect any other provision or application of this Ordinance which can be given effect without the invalid provision or application, and, to this end, the provisions of this Ordinance are severable.

4. Effective Date. This Ordinance shall be effective 14 days after final publication in accordance with the Town of Snowmass Village Home Rule Charter.

READ, APPROVED AND ADOPTED by the Town Council of the Town of Snowmass Village on First Reading on _____, 2024, upon a motion by Council Member _____, the second of Council Member _____, and upon a vote of _____ in favor and _____ against.

READ, APPROVED AND ADOPTED by the Town Council of the Town of Snowmass Village on Second Reading on _____, 2024, upon a motion by Council Member _____, seconded by Council Member _____, and upon a vote of ____ in favor and ____ against.

TOWN OF SNOWMASS VILLAGE

Bill Madsen, Mayor

ATTEST:

Megan Harris Boucher, Town Clerk

APPROVED AS TO FORM:

Jeff Conklin, Town Attorney

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

April 1, 2024

AGENDA ITEM:

Summer 2024 Events Calendar Review -Snowmass Tourism

PRESENTED BY:

Julia Theisen, Snowmass Tourism Director

Shane Vetter, Snowmass Tourism Senior Events Producer

BACKGROUND:

The Tourism office will review the summer events calendar and provide information on new events, activations, and plans for the 2024 summer season.

FINANCIAL IMPACT:

All events are within the approved 2024 Budget.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

The Tourism Department's initiatives positively impact the goals of community engagement, community building, and providing support to our stakeholders.

COUNCIL OPTIONS:

Not applicable

STAFF RECOMMENDATION:

This a presentation only.

ATTACHMENTS:

Summer 2024 Event Schedule as of March 22, 2024

SNOWMASS VILLAGE SUMMER EVENTS CALENDAR 2024

JUNE	TIME	EVENT NAME	LOCATION
Sat June 1	8:00am-12:00pm	5k for Diabetes	Town Park Gazebo
Fri-Sat June 7-8		Ragnar Trail Colorado	Snowmass Town Park Fields
Saturday June 8	2:00pm-6:00pm	Snowmass Rendezvous + Concert	Snowmass BV, Rink, Mall + Fanny Hill
Fri-Sun, June 14-16		FOOD&WINE Classic Aspen	Aspen
Fri-Sat June 14 & 15		Snowmass Tree - O	TOSV Trails + Ranger Station
Fri June 21		Gondola Opens	Snowmass
Sat, June 22		Ice Age Discovery Days	Events Lawn
Wednesday June 26		Ribbon Cutting First Rodeo	Snowmass Rodeo Grounds
Thurs-Sun June 27-30		Snowmass Doubles Volleyball	Snowmass Fields + Sand Crts
Sat-Sun June 29-30	9:00am-6:00pm	VIDA Mtn Bike Clinic	Events Lawn
JULY	TIME	EVENT NAME	LOCATION
Thurs, July 4	5:30pm-9:30pm	Independence Day Celebration + Concert #4	Fanny Hill
Fri, July 5	3:30pm-5:30pm	Community Ice Cream Social	Town Park Gazebo
Sat, July 6	6:00am-6:00pm	Snowmass Gran Fondo	Snowmass Trails and Town Park
Fri-Sun July 12-14	TBD	Snowmass Comedy Fest	BVCC, Collective, Mall
Sat, July 13	11:00am-4:00pm	Anderson Ranch Art Auction & Community Potluck	Anderson Ranch
Sat & Sun July 13 & 14	12-8 & 10-4	Snowmass Arts Fest	Events Lawn
Wed-Sun, July 17-21	8:00am-5:00pm	Triple Crown World Series	Snowmass Softball Field
Sat, July 20	6am, 9am, 11am	Audi Power of Four Run	Fanny Hill Finish
Sun, July 21	10am-2pm	Dog Day Afternoon	Events Lawn
Sat, July 27	4:00pm-7:00pm	Heritage Fire	Events Lawn

AUGUST	TIME	EVENT NAME	LOCATION
Fri, Aug 2	3:30pm-5:30pm	Community Ice Cream Social	Town Park
Mon-Sun, Aug 5-11	Sat 12-8, Sun 11-6	Plein Air Art Festival	Varies
Sat, Aug 3	9:00am-4:00pm	Snowmass 50 MTB Race	BV Start/Finish
Sat, Aug 17	1:00pm-4:00pm	Cidermass	Snowmass Mall
Sun, Aug 25	10-2pm	Dog Day Afternoon	Events Lawn
Fri Aug 30-Sun Sept 1		JAS Labor Day Experience	Snowmass Town Park
SEPTEMBER	TIME	EVENT NAME	LOCATION
Fri, Sept 6	3:30-5:30pm	Community Ice Cream Social	Town Park
Sat, Sept 7	1:00pm-5:00pm	Snowmass déjà vu	Snowmass Mall
Wed, Sept 11	6:00pm-8:00pm	Axes & Arms Walk	Brush Creek Road
Fri-Sun, Sept 13-15	1:30pm-5:00pm Night Glow 6-8pm	Snowmass Wine Festival	Snowmass Town Park Soccer Field
Fri	6:00am-		Snowmass Town Park
Fri-Sun, Sept 13-15	10am Sat/Sun	Balloon Festival	Softball Field
Sat, Sept 21	1:00pm-5:00pm	Festival Del Rancho	Anderson Ranch
Sat, Sept 28	8:00am	Golden Leaf Half Marathon	Fanny Hill + Trails
Sat, Sept 28-29th	9:00am-4:00pm	VIDA MTB Clinic	Events Lawn
Sat, Sept 28	8:00pm-10:00pm	Silent Disco Under the Stars	Events Lawn
OCTOBER	TIME	EVENT NAME	LOCATION
Saturday, Oct 5	12:00pm-2:00pm	Snowmass Town Picnic	Town Park
DAILY			
	10am & 1pm	ACES Hikes	
WEEKLY			
Wednesdays 5-9pm	June 19-Aug 14	Snowmass Rodeo	Snowmass Rodeo Grounds
Wed-Sun	June 21-Sept 28	Lawn Game Activations	Events Lawn
Wed-Sat 3-5pm	June 21 -Sept 28	Music on the Mall	Tower Stage
Thurs 3:30-5:30pm	June 13-Aug 22	Concert Pre Show	Events Lawn
Thurs 5:30-8:30pm	June 13-Aug 22	Summer Concert Series	Fanny Hill
Fridays 5-7pm	June 21 - Aug 23 July 20&27 - Aug 2&9	Corn Hole Friday	Mall Courtyard
Saturdays 7-9pm		Gravel Pit Concert	Mall Courtyard
Sundays 2-4pm	June 23 -Aug 18	Jazz on the Lawn	Events Lawn
Tuesdays	June 1-Sept 29	Ice Age Discovery	

An aerial photograph of a dense green forest with several white-barked trees. A person wearing a blue shirt and a backpack is walking on a dirt trail that winds through the trees. The text "SNOWMASS" and "COLORADO" is overlaid in white.

SNOWMASS

COLORADO

Summer Events

2024

June

June 7-8 | [Ragnar Race](#)

June 8 | [Rendezvous](#)

June 14-16 | [Food & Wine](#)

June 14-15 | [Yarn Bomb Install](#)

June 14&15 | [Tree-O](#)

June 21 | [Gondola Opens](#)

June 22 | [Ice Age Discovery Day](#)

June 27-30 | [Doubles Volleyball](#)

June 29 & 30 | [Vida Mtn Bike Clinic](#)

SNOWMASS

COLORADO

04-01-24 TC Packet



July

July 4th | [Community Celebration @ Fanny Hill Stage](#)

July 6 | [Grand Fondo](#)

July 12-14 | [Snowmass Comedy Fest](#)

July 13th | [Anderson Ranch Community Picnic](#)

July 13 & 14 | [Snowmass Art Fest @ The Events Lawn](#)

July 17-21 | [Triple Crown](#)

July 20 | [Power of Four - Including new Snowmass 10k](#)

July 27 | [Heritage Fire](#)



August

Aug 3 | [Snowmass 50](#)

Aug 5-11 | [Plein Air](#)

Aug 17 | [Cidermass](#)

Aug 30-1 | [JAS](#)



September

Sept 7 | [Déjà vu and Chili Cook Off](#)

Sept 13-15 | [Balloon Fest](#)

Sept 14 | [Wine Fest](#)

Sept 21 | [Festival Del Rancho](#)

Sept 28 | [Golden Leaf Marathon](#)

Sept 28 & 29 | [Vida](#)

SNOWMASS

COLORADO

04-01-24 TC Packet



October

- Oct 6 | [Community Picnic @ The Rec Center](#)

Weekly Returning Events

June 13 – Aug 22 | [Snowmass Summer Concert Series](#)

June 19 – Aug 14 | [Snowmass Rodeo- 50th Anniversary!](#)

June – Sept | [Music on the Mall](#)

June- Sept | [Ice Age Passport Walk](#)

June- Sept | [The Collective Weekly programming](#)

SNOWMASS

COLORADO

04-01-24 TC Packet

Cultural Additions

- Latin music night – Artist from Mexico performing in Spanish
- Pride Month Concert – Artist that is friendly to the lgbt community – Aspen out to attend and have an area support their community.
- Aspen Music School Students Perform MOTM all summer
- Other activations in the works-
Equestrian Day, Farm day, Ute Indian History Day



New Summer Après Activations

- Added Music on The Mall days- Wed-Sat @ The Tower Stage
- Lawn Games and Activities Wed-Sun@ The Events Lawn
- Thursday Night Pre Show @ The Events Lawn
- Friday Night Corn Hole @ The Mall
- Community Ice Cream Social @ Town Park Gazebo first Fridays- July, Aug, and Sept
- Blue Grass Concert series @ The Mall July 20 & 27 and Aug 3 & 10
- Jazz on the Lawn Sundays @ The Events Lawn
- Dog Day Afternoon –with free dog wash, treats, nail trims, and fun dog activities once in July & Aug @ The Events Lawn

Summer Stage entrance and side stage





September- Still in the works

- Silent Disco Under the Stars - Sept 21st
- Summer Smores – Last Saturday of Sept
- October Fest – Sept 28 & 29 – Possibility with Local Restaurants
- Game activation series on events lawn- Saturday 2-4



Stakeholder Support

- New Festival Permit adapted
- Businesses working together to put on events
- Ability to sponsor and support stakeholder(off premise) driven events and activations
- Jamie Wall Events Producer/Permit Manager to provide assistance with processing and procedure
- Individual meetings to give guidance and provide resources for event development
- Updated Website for more concise info on all happenings in the village. Assistance from Maria Sechrest –Digital Marketing Manager

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

April 1, 2024

AGENDA ITEM:

Discussion and Consideration of the Mall Transit Center Project

PRESENTED BY:

Sam Guarino, Transportation Director
Clint Kinney, Town Manager

BACKGROUND:

The 2022 Mall Transit Center Project was withdrawn for consideration in April of 2023. In June 2023, the Town Council directed staff to develop a proposal for a simple and cost-effective solution(s) at both the RFTA Depot and Daly Lane Village Shuttle Depot. These incremental alternative solutions were to have lower construction impact and lower cost than the proposed 2022 Project.

Council reviewed a proposed incremental improvements on February 5, 2024. Following that review, on March 11th, 2024, the Town Council discussed a revised set of design criteria for future transit solutions at the Snowmass Mall. As part of that discussion, Council then directed staff to obtain an estimate of cost and time frame to once again study/analyze 2-3 design ideas for a revised larger scale transit project.

Since the March 11th meeting, Councilor Fridstein provided staff with a series of potential designs for a larger scale Transit Center solution (as opposed to an incremental solution). Staff had a turning radius study done on these drawings which is included in the packet. More study would be needed to design a workable platform if the Council wanted to, once again, pursue a larger scale solution. That stated, the initial study showed that the proposed deck would need to increase in size to accommodate RFTA and the Village Shuttle operations.

Staff is looking for direction on the next step for a Mall Transit Center Project. There are two categories of options with many variations. The large categories of options include:

- Direct Staff to continue pursuing the incremental improvement option at the Mall. This would keep the Village Shuttle and RFTA depots separated but would have a short construction duration for any improvements.
- Direct Staff to further investigate a larger-scale transit project at the end of the Mall. Councilor Fridstein's proposal is a two-level project with RFTA services on the top (Mall) level and Village Shuttle services a level below that. It is expected that this

“stacked” solution would require a smaller deck area than the 2022 Plan; although the initial turning movement analysis shows that the proposed deck would likely need to expand approximately 10 feet to the north and 12 feet to the west. Further analysis would be needed regarding Carriage way and impacts on parking.

FINANCIAL IMPACT:

Financial impacts would vary greatly depending on council direction.

- Analyzing the feasibility of 2-3 new plans from scratch and providing potentially workable options with cost estimates would require an estimated \$90k and would take approximately 5-6 months. This was the initial Council direction/guidance from the March 11 meeting.
- Analyzing a single design, like submitted by Councilor Fridstein, would be considerably cheaper and faster. Depending on the level of detail and design, this analysis could be completed in the \$15,000 range.
- Continuing to analyze and design the incremental improvements at the RFTA Depot would be within the current feasibility study contract.

COUNCIL OPTIONS:

1. Direct staff to continue examining the feasibility and design of the incremental transit improvements at the mall.
2. Direct staff to examine the feasibility of a larger combined transit center project at the mall.
3. Direct staff to end examination of any transit improvement project at the mall for the time being.

STAFF RECOMMENDATION:

It is the recommendation of Town Staff, that the Council, by motion,

Direct staff to continue the design of the incremental transit improvements at the RFTA Mall Transit Depot.

The RFTA Mall Transit Depot is long overdue for improvements and the incremental approach would provide the town the ability to expand capacity and improve rider experience in a timely manner within the current budget, while still allowing for further improvements at a future time. The Village Shuttle /Daly Lane Depot needs more study. Its future re-design should have further coordination with the potential redevelopment of the adjacent building(s) on the Mall.

ATTACHMENTS:

1. 2024 Mall Transit Design Criteria
2. 2024 Incremental Improvements
3. TOSV Design Concepts – SEH Review

- **Transit Operations**

- 4 independent RFTA bays 1 RFTA staging bay.
- 6 independent TOSV bays 2 TOSV staging bays.
- Exterior loading/unloading (counterclockwise movement).
- Safe turning movements(ideally without snowmelt) (no backing up necessary).
- Separation from car/lodging traffic.
- Improve connections between TOSV and RFTA services.
- Driver break area
- Consider Transit operations office space (not essential)
- Snow storage
- Consider non-RFTA and TOSV bus use and possible expansion of service (Large events, school bus pick-up/drop-off, etc.)

- **Pedestrians**

- Improve safety/access from timed parking and skier pick-up/drop-off currently in lot 6. (consider a new location?)
- Improve ADA access to the mall.
- Limit pedestrian and vehicle conflicts as much as possible. Pedestrians have priority over cars and buses.
- Regrade mall to the same level as the transit plaza.
- Provide snow melted walkways.
- Provide space for bikeshare facilities and bike access to the mall

- **Arrival Experience**

- Provide public facilities including restrooms and a guest services space.
- Ensure that the arrival experience for both local and regional services is as welcoming, comfortable, and seamless as possible.
- Improve wayfinding both between the bus services and the attractions along the mall.
- Ensure adequate setbacks/landscaping around the facility.
- Provide an open, welcoming, and visually appealing experience.

- **Parking**

- Ensure no net loss of parking if possible
- Improve kiss & ride and timed parking access

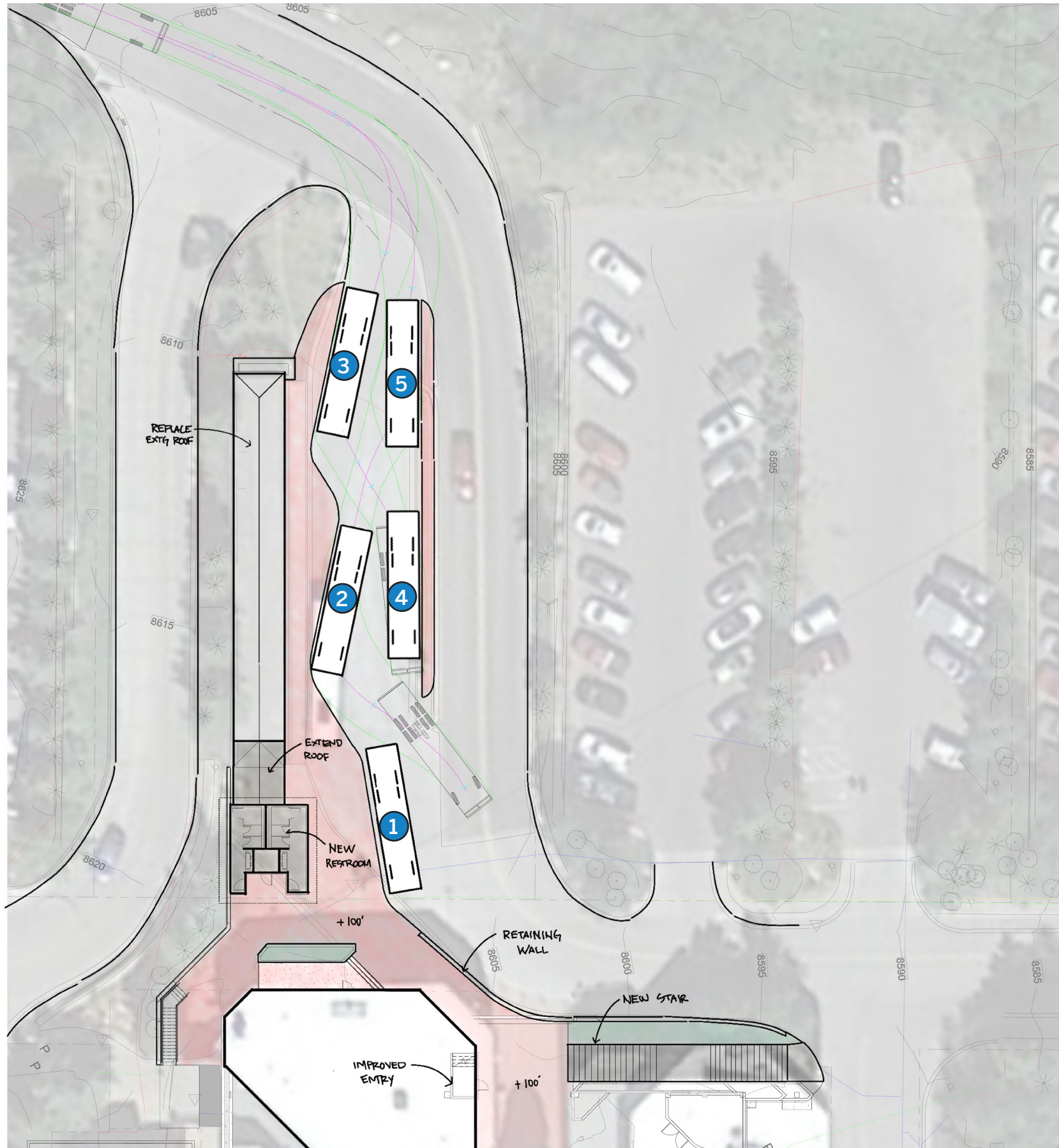
- **Structure/Roadway**

- Hold close to existing ridgelines and minimize retaining walls.
- Ensure landscaping with local vegetation is maximized.
- Materials used should match local aesthetics.
- Ensure turning movements around structure are safe/adequate for buses and large delivery vehicles.
- Do not extend a new carriage way any further than is necessary to meet other design criteria (attempt to align with Daly Lane).
- Ensure that the project is consistent with the Town's Comprehensive Plan's framework of "Just Big Enough".

- **Construction**

- Avoid any shutdowns on Carriage Way, Daly Lane, or to the end of the mall
- Keep construction duration and disturbance as short as possible.

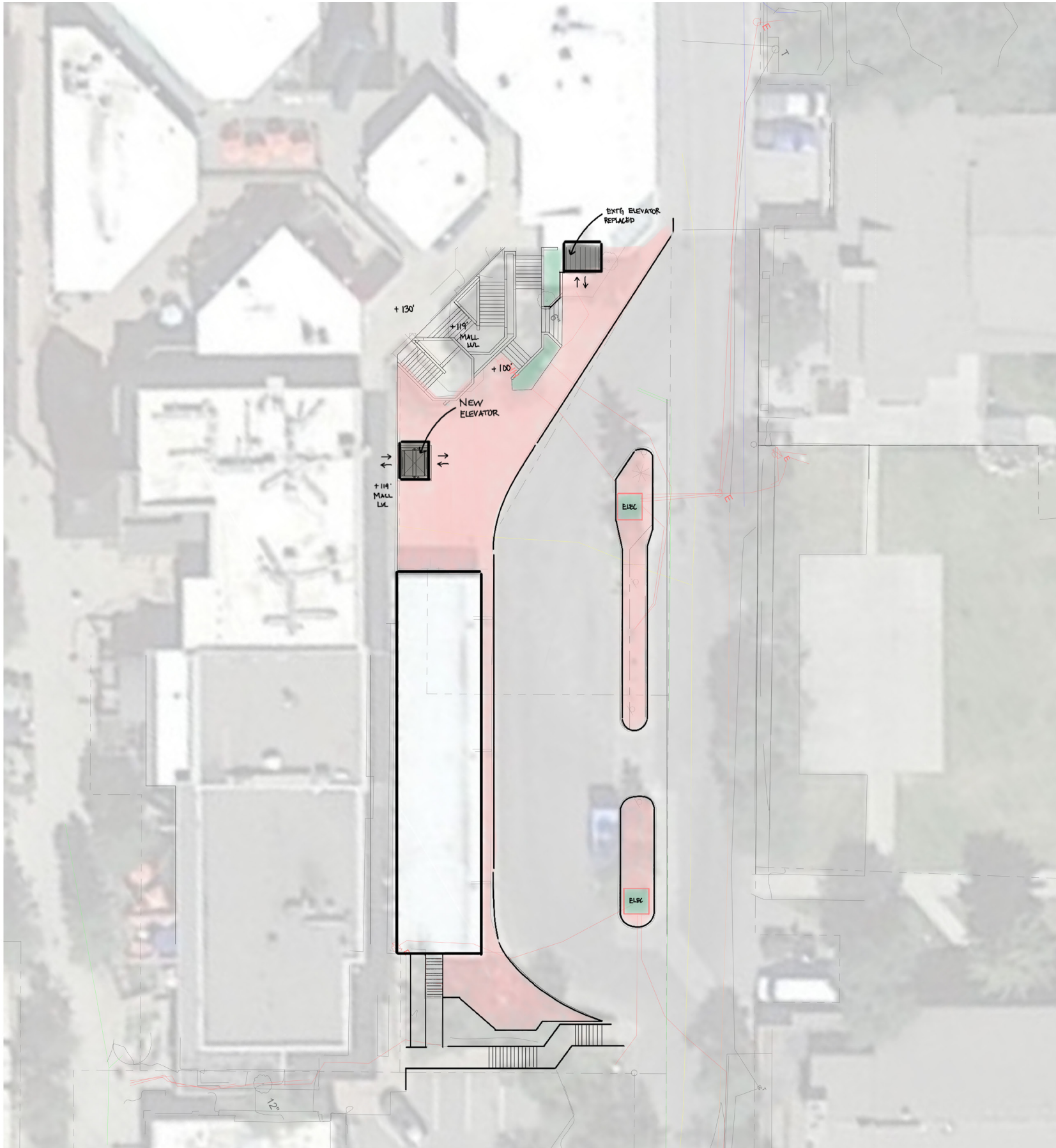
- Take construction schedule into account as early as possible.
- Align construction with redevelopment of the Mall.
- Avoid disruption to existing transit services to the extent possible.
- **Financial**
 - Keep program as close as possible to the 2022 project in an effort to keep FTA funding for that project.
 - Continue to explore grant funding opportunities. (Will be difficult to secure prior to significant completion of design).
- **Other Considerations**
 - Secure early and ongoing support from the mall business community as well as the community at large.
 - Expand passenger waiting areas.
 - Minimize snow melting to the extent possible.



RFTA TRANSIT

CONCEPT PLAN

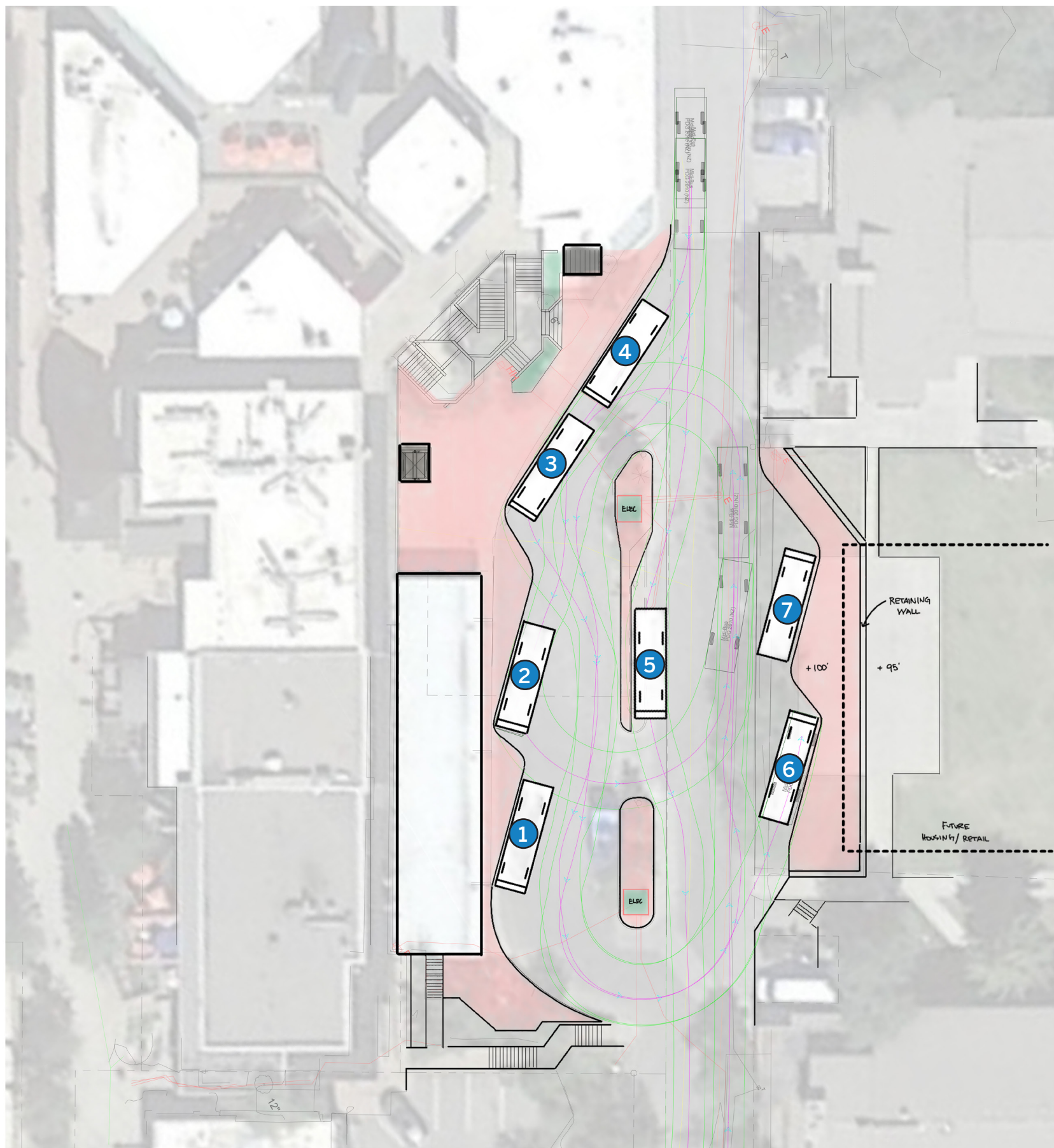
- (3) Independent 40 foot Bus Bays
- (2) Additional Staging Bays, if necessary.
- Bay 4 - If in use, Bay 3 will not be able to leave. Bay 4 can pull into Bay 1 after their departure. Bay 2 can still operate independently.
- Bay 5 - If in use, Bay 3 will not be able to leave. Bay 5 can pull into Bay 2 or Bay 1 after their departure.
- New Public Restroom
- Extension of existing canopy cover
- Saw-tooth bus bays to allow for additional queuing space
- New retaining wall to restrict access to/from Lower Carriage Way
- New Grand Stair access to Daly Lane
- Improved Entry to Incline due to more accessible access to Mall from Transit Station



TOSV TRANSIT

PHASE 1 PLAN

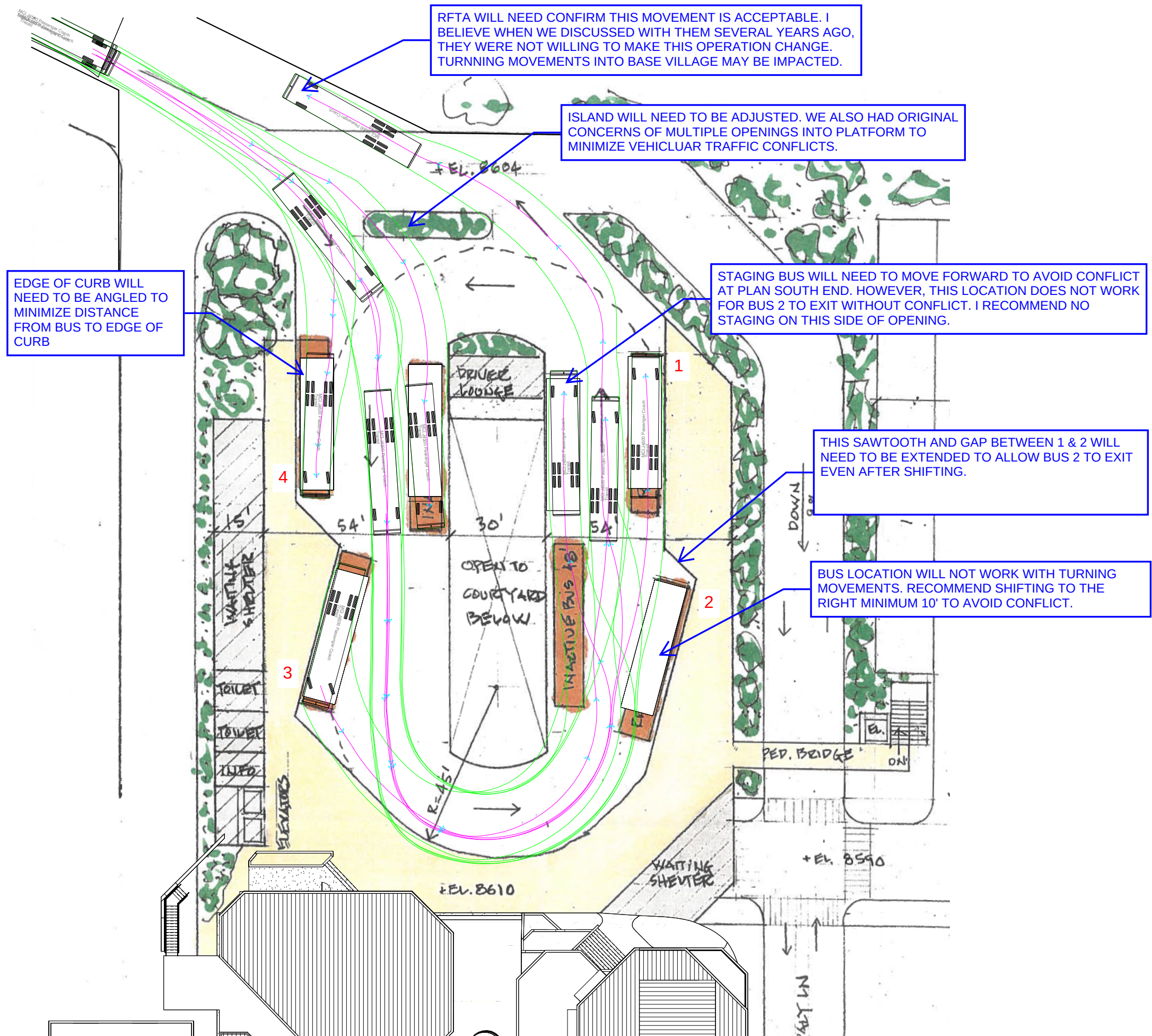
- Renovation of existing elevator with direct access from transit area
- New elevator with direct access from transit area for access to Mall

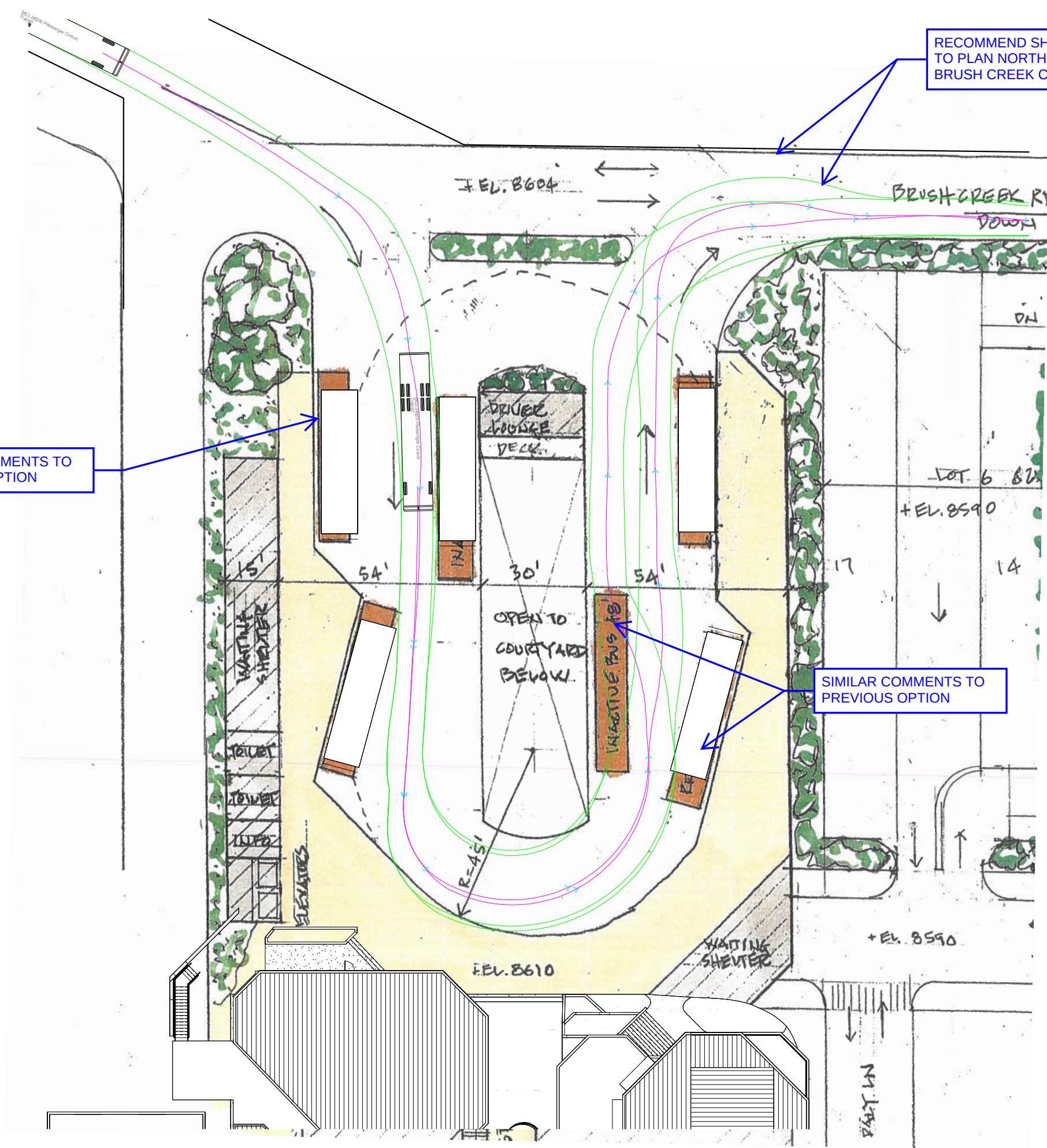


TOSV TRANSIT

PHASE 2 PLAN

- (4) Independent 30 foot Bus Bays
- (2) Tandem 30 foot Unloading Bus Bays
- Added queuing space with saw-tooth bays
- Potential area for future multi-story commercial space and/or housing over new transit bays
- Bay 4 - If in use, Bay 3 can not be accessed. Bay 4 can pull into Bay 1, 2 & 3.
- (1) Additional Staging Bay or Delivery Vehicle drop-off along island - Bus can only access main transit bays by using turnaround and if Bays 3 & 4 are empty.
- Added queuing space with saw-tooth bays





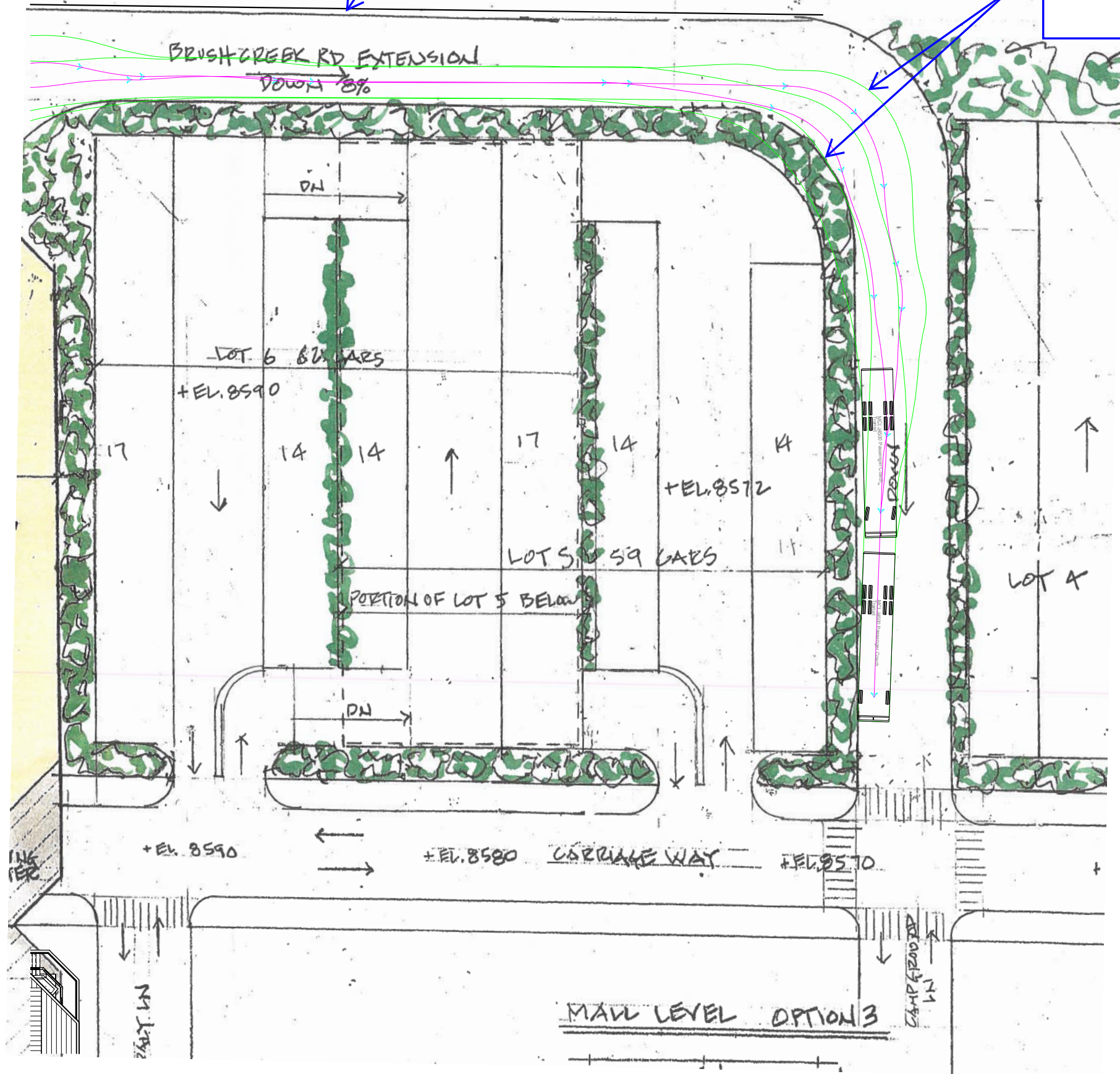
RECOMMEND SHIFTING ROADWAY MINIMUM 12 FEET TO PLAN NORTH TO ELIMINATE BUSES CROSSING BRUSH CREEK CENTERLINE

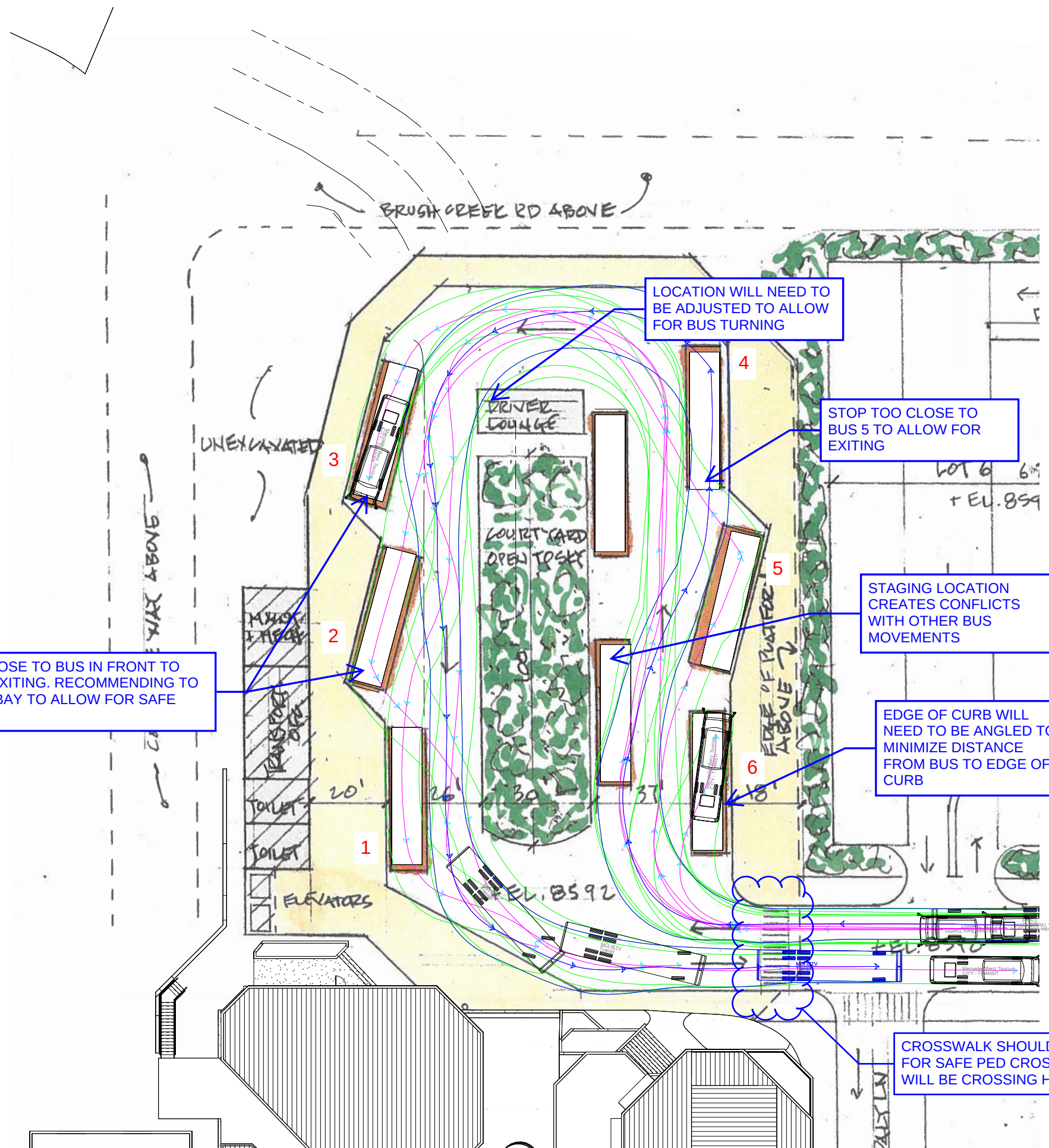
SIMILAR COMMENTS TO PREVIOUS OPTION

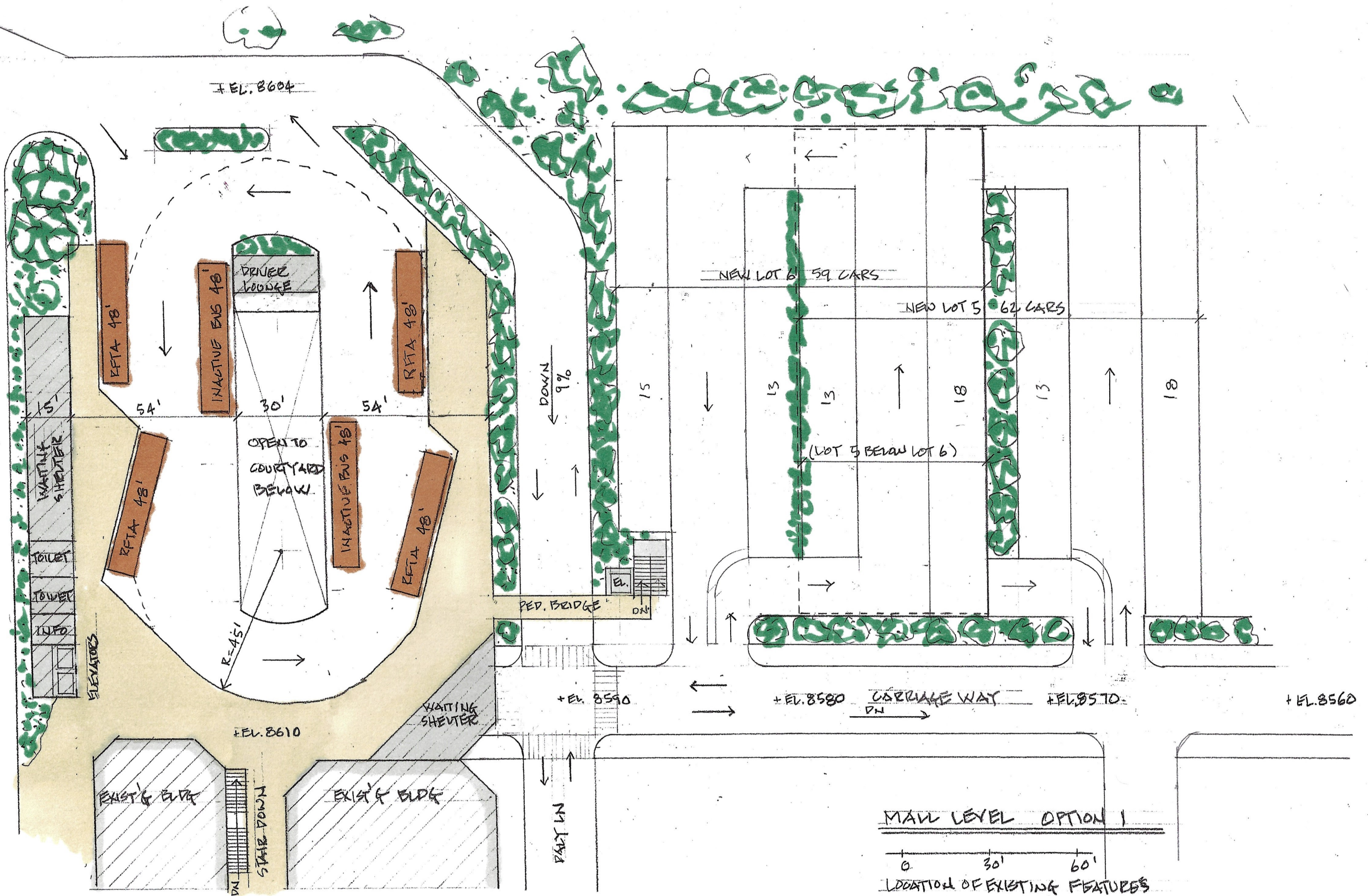
SIMILAR COMMENTS TO PREVIOUS OPTION

WE LOOKED AT THIS OPTION EARLY IN OUR DESIGN PROCESS AND DECIDED THE COST IMPLICATIONS OF THIS LENGTH OF ADDITIONAL RETAINING WALL WOULD NOT BE VIALBE. DUE TO RETAINING WALL REQUIRMENTS, WE HAVE TARGETED REDUCING WALLS AS MUCH AS POSSIBLE TO REDUCE COST. THIS WALL WOULD EXPONENTIALLY INCREASE COST.

RECOMMEND INCREASING INTERIOR RADIUS OF CURVE GREATLY TO ALLOW BUSES TO NO CROSS CENTERLINE.





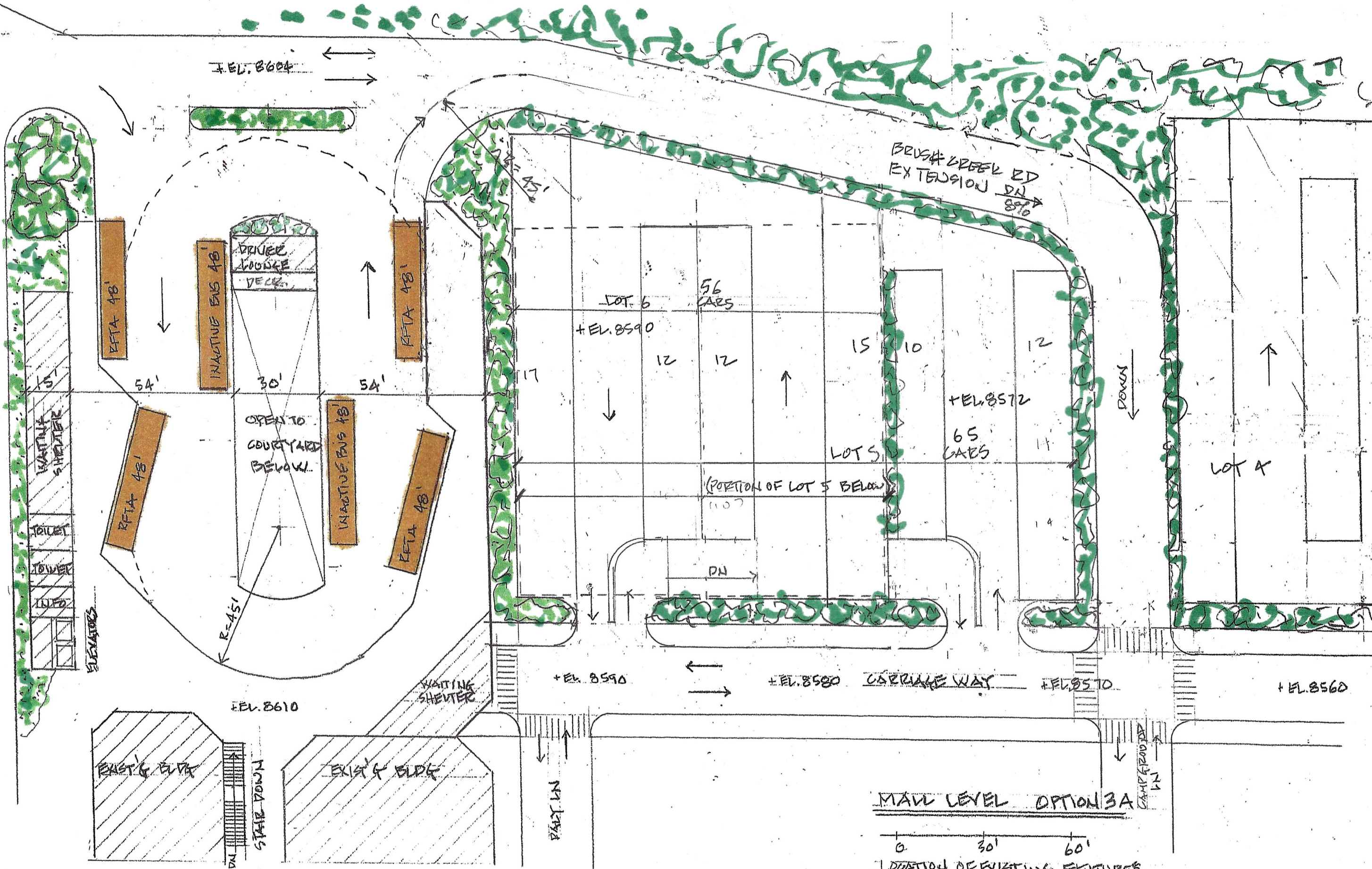


MAW LEVEL OPTION 1

0 30' 60'

LOCATION OF EXISTING FEATURES ARE APPROXIMATE

3-12-2024



Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

April 1, 2024

AGENDA ITEM:

Consideration of Resolution #10 Series of 2024 Approving a Real Estate Contract to Purchase Residential Property Adjacent to the Snowmass Center

PRESENTED BY:

Clint Kinney, Town Manager
Jeff Conklin, Town Attorney

BACKGROUND:

Eastwood Snowmass Investors, LP owns property commonly known as the Snowmass Center, which contains approximately 3 acres of undeveloped residential lots and a commercial lot.

The Town Council wishes to purchase the residential parcels of the Snowmass Center for the future development of workforce housing. The eventual purchase of the property is subject to the consideration and approval of a development application to bifurcate the project into separate residential and commercial components.

In order to execute on this contract, the Town Council needs to approve Resolution #10, 2024. This resolution approves the Real Estate Contract for the purchase of the Property, ratifies the Town Manager's execution thereof, and authorizes the Town Manager to take all actions pursuant to the Real Estate Contract, to sign all documents necessary to effectuate the purchase of the Property, including any documents required by a title company, and to take other required actions related to the purchase of the Property. The Town Council further authorizes the Town Manager, upon recommendation by the Town Attorney, to make any amendments to the Contract that are reasonably necessary for the purchase of the Property or to terminate to the Contract, without further approval of the Town Council.

Approximately a month after the Mutual Execution of Contract, the Seller will provide the Town with a conceptual plan for the redevelopment of the Commercial Property. This conceptual plan will include information about proposed parking, proposed plat amendments, building footprints, a general development plan, and the proposed cost sharing for identified infrastructure items to be shared by the Seller and Town.

FINANCIAL IMPACT:

The purchase price for this (approximately) 3 acres of land is \$12.5 million. It is anticipated that the Town will use Certificates of Participation (COPs) to purchase the property. Because the

land purchase will be used for workforce housing, the COPs will be paid using voter approved revenue in the Toursim Fund.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

This acquisition will help to provide more affordable, community, workforce housing.

COUNCIL OPTIONS:

1. Approve Resolution #10 authorizing the purchase of land.
2. Deny Resolution #10 and not purchase the land.

STAFF RECOMMENDATION:

It is the recommendation of Town Staff, that the Council, by motion

Approve Resolution #10, series 2024, approving the Real Estate Contract for the purchase of the residential portion of the Snowmass Center property and ratify the Town Manager's execution thereof and any amendments thereto.

ATTACHMENTS:

- Resolution #10, 2024
- Real Estate Contract to Purchase

**TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL**

**RESOLUTION NO. ____
SERIES OF 2024**

**A RESOLUTION APPROVING A CONTRACT TO BUY AND SELL REAL
ESTATE WITH EASTWOOD SNOWMASS INVESTORS, LP TO PURCHASE A
PORTION OF PROPERTY COMMONLY KNOWN AS THE SNOWMASS CENTER**

RECITALS

- A. The Town of Snowmass Village, Colorado (“TOSV” or the “Town”) is a home-rule municipality organized under Article XX of the Colorado Constitution and with the authority of the Town of Snowmass Village Home Rule Charter (the “Charter”).
- B. Sections 1.2 and 1.4 of the Charter authorize the Town Council to purchase real property.
- C. Eastwood Snowmass Investors, LP owns property commonly known as the Snowmass Center, which contains undeveloped residential lots and a commercial lot. The Town wishes to purchase the residential parcels and appurtenant development rights of the Snowmass Center property (the “Residential Parcels” or “Property”) upon approval of a development application to bifurcate the project into separate residential and commercial components, as set forth in the Contract to Buy and Sell Real Estate attached hereto as **Exhibit A** (the “Real Estate Contract”).
- D. The Town Council finds and determines that it is in the best interests of the Town to approve this Resolution and purchase the Property as set forth in the Real Estate Contract. The Town Council finds and determines that this Resolution is reasonable and necessary to promote the legitimate public purposes of public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Snowmass Village, Colorado, that:

- 1. Recitals. The foregoing recitals are incorporated herein as findings of the Town Council.
- 2. Real Estate Contract – Snowmass Center – Residential Parcels. The Town Council hereby approves the Real Estate Contract for the purchase of the Property, attached hereto as **Exhibit A**, and ratifies the Town Manager’s execution thereof and any amendments thereto. The Town Council hereby approves the purchase of the Property pursuant to the Real Estate Contract approved by this Resolution and authorizes the Town Manager to take all actions pursuant to the

Real Estate Contract, to sign all documents necessary to effectuate the purchase of the Property, including any documents required by a title company, and to take other required actions related to the purchase of the Property. The Town Council further authorizes the Town Manager, upon recommendation by the Town Attorney, to make any amendments to the Contract that are reasonably necessary for the purchase of the Property or to terminate to the Contract, without further approval of the Town Council.

3. Ratification of Actions. All actions heretofore taken, not inconsistent with the provisions of this Resolution, by the Town Council and the officers, agents, and employees of the Town relating to the subject matter of this Resolution, are hereby ratified, approved, and confirmed.
4. Severability. If any provision of this Resolution is found to be unconstitutional or unlawful, such finding shall only invalidate that part or portion found to violate the law. All other provisions shall be deemed severable and shall continue in full force and effect.

INTRODUCED, READ AND ADOPTED by the Town Council of the Town of Snowmass Village, Colorado on the _____ day of _____, 2024, by a motion made by Council Member _____ seconded by Council Member _____, and by a vote of ____ in favor and ____ opposed.

TOWN OF SNOWMASS VILLAGE

Bill Madsen, Mayor

ATTEST:

Megan Harris Boucher, Town Clerk

APPROVED AS TO FORM:

Jeff Conklin, Town Attorney

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS3-6-23) (Mandatory 1-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(COMMERCIAL)
(☒ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)**

Date: March 22, 2024

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Town of Snowmass Village, Colorado, a Colorado home-rule municipal corporation (Buyer) will take title to the Property described below as ☐ Joint Tenants ☐ Tenants In Common ☒ Other in severalty.

2.2. No Assignability. This Contract IS NOT assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. Eastwood Snowmass Investors, LP, a Colorado limited partnership (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Pitkin, Colorado (insert legal description):

See Addendum

known as: 16 Kearns Road, Snowmass Village, CO 81615

Street Address

City

State

Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions – Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including _____ remote controls). If checked, the following are owned by the Seller and included: ☐ Solar Panels ☐ Water Softeners ☐ Security Systems ☐ Satellite Systems (including satellite dishes). Leased items should be listed under § 2.5.7. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions – Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price:

All personal property owned by Seller related to the use of the Property and accepted by Buyer.

2.5.4. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except: none.

2.5.5. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.6. Parking and Storage Facilities. The use or ownership of the following parking facilities: all appurtenant to or serving the Property; and the use or ownership of the following storage facilities: all appurtenant to or serving the Property. Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

2.5.7. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

All appurtenant or related to the Property and accepted by Buyer.

2.5.8. Trade Fixtures. With respect to trade fixtures, Seller and Buyer agree as follows:

All appurtenant or related to the Property and accepted by Buyer

The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except none. Conveyance will be by bill of sale or other applicable legal instrument.

2.6. Exclusions. The following items are excluded (Exclusions):

None.

2.7. Water Rights/Well Rights.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

N/A.

Any deeded water rights will be conveyed by a good and sufficient bargain and sale deed at Closing.

☒ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing:

Any and all appurtenant or related to the Property, including but not limited to any water taps or EQRs from Snowmass Water and Sanitation District.

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is _____.

☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

2.7.5. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.6. Water Rights Review. Buyer ☒ Does ☐ Does Not have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	11:59 PM MST
2	§ 4	Alternative Earnest Money Deadline	7 days after MEC
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	14 days after MEC

4	§ 8	Record Title Objection Deadline	49 days after MEC
5	§ 8	Off-Record Title Deadline	14 days after MEC
6	§ 8	Off-Record Title Objection Deadline	49 days after MEC
7	§ 8	Title Resolution Deadline	63 days after MEC
8	§ 8	Third Party Right to Purchase/Approve Deadline	N/A
		Owners' Association	
9	§ 7	Association Documents Deadline	N/A
10	§ 7	Association Documents Termination Deadline	N/A
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	14 days after MEC
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	N/A
		Loan and Credit	
13	§ 5	New Loan Application Deadline	N/A
14	§ 5	New Loan Terms Deadline	N/A
15	§ 5	New Loan Availability Deadline	N/A
16	§ 5	Buyer's Credit Information Deadline	N/A
17	§ 5	Disapproval of Buyer's Credit Information Deadline	N/A
18	§ 5	Existing Loan Deadline	N/A
19	§ 5	Existing Loan Termination Deadline	N/A
20	§ 5	Loan Transfer Approval Deadline	N/A
21	§ 4	Seller or Private Financing Deadline	N/A
		Appraisal	
22	§ 6	Appraisal Deadline	N/A
23	§ 6	Appraisal Objection Deadline	N/A
24	§ 6	Appraisal Resolution Deadline	N/A
		Survey	
25	§ 9	New ILC or New Survey Deadline	14 days after MEC
26	§ 9	New ILC or New Survey Objection Deadline	49 days after MEC
27	§ 9	New ILC or New Survey Resolution Deadline	63 days after MEC
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	49 days after MEC
29	§ 8	Mineral Rights Examination Deadline	49 days after MEC
30	§ 10	Inspection Termination Deadline	49 days after MEC
31	§ 10	Inspection Objection Deadline	49 days after MEC
32	§ 10	Inspection Resolution Deadline	63 days after MEC
33	§ 10	Property Insurance Termination Deadline	49 days after MEC
34	§ 10	Due Diligence Documents Delivery Deadline	14 days after MEC
35	§ 10	Due Diligence Documents Objection Deadline	49 days after MEC
36	§ 10	Due Diligence Documents Resolution Deadline	63 days after MEC
37	§ 10	Environmental Inspection Termination Deadline	49 days after MEC
38	§ 10	ADA Evaluation Termination Deadline	49 days after MEC
39	§ 10	Conditional Sale Deadline	N/A
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	N/A
41	§ 11	Estoppel Statements Deadline	N/A
42	§ 11	Estoppel Statements Termination Deadline	N/A
		Closing and Possession	
43	§ 12	Closing Date	See Addendum
44	§ 17	Possession Date	Upon Closing
45	§ 17	Possession Time	Upon Closing
46	§ 27	Acceptance Deadline Date	March 29, 2024
47	§ 27	Acceptance Deadline Time	11:59 PM

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 12,500,000.00	
2	§ 4.3.	Earnest Money		\$ 25,000.00
3	§ 4.5.	New Loan		\$ 12,475,000.00
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				
8				
9	§ 4.4.	Cash at Closing		\$
10		TOTAL	\$ 12,500,000.00	\$ 12,500,000.00

4.2. Seller Concession. At Closing, Seller will credit to Buyer \$N/A (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of a good funds, will be payable to and held by Land Title Guarantee Company (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "If Seller is in Default", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "If Buyer is in Default, § 20.1 and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.**

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, ☐ Does ☒ Does Not have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan.

4.5.1. Buyer to Pay Loan Costs. Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

4.5.2. Buyer May Select Financing. Buyer may pay in cash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 29 (Additional Provisions).

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans: ☒ Conventional ☒ Other any available public finance instruments or certificates of participation.

4.6. Assumption. Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in § 4.1. (Price and Terms), presently payable at \$ _____ per _____ including principal and interest presently at the rate of _____ % per annum and also including escrow for the following as indicated: ☐ Real Estate Taxes ☐ Property Insurance Premium and ☐ _____.

Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest rate will not exceed _____ % per annum and the new payment will not exceed \$ _____ per _____ principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than \$ _____, or if any other terms or provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date.**

Seller ☐ Will ☐ Will Not be released from liability on said loan. If applicable, compliance with the requirements for release from liability will be evidenced by delivery ☐ on or before **Loan Transfer Approval Deadline** ☐ at Closing of an appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount not to exceed \$ _____.

4.7. Seller or Private Financing.

WARNING: Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing, including whether or not a party is exempt from the law.

4.7.1. Seller Financing. If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ Buyer ☐ Seller will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or Private Financing Deadline.**

4.7.1.1. Seller May Terminate. If Seller is to provide Seller financing, this Contract is conditional upon Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost, and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**, if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

4.7.2. Buyer May Terminate. If Buyer is to pay all or any portion of the Purchase Price with Seller or private financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

TRANSACTION PROVISIONS

5. FINANCING CONDITIONS AND OBLIGATIONS.

5.1. New Loan Application. If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

5.2. New Loan Terms; New Loan Availability.

5.2.1. New Loan Terms. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not satisfactory to Buyer, in Buyer's sole subjective discretion.

5.2.2. New Loan Availability. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

5.3. Credit Information. If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

5.4. Existing Loan Review. If an existing loan is not to be released at Closing, Seller must deliver copies of the loan documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

6. APPRAISAL PROVISIONS.

~~**6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.~~

~~**6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.~~

~~**6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:~~

~~**6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;~~
or

~~**6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification);~~

~~**6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).~~

~~6.3. Lender Property Requirements. If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.~~

~~6.4. Cost of Appraisal. Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☒ Buyer ☐ Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.~~

~~7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).~~

~~7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.~~

~~7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before Association Documents Deadline. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.~~

~~7.3. Association Documents. Association documents (Association Documents) consist of the following:~~

~~7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;~~

~~7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and~~

~~7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);~~

~~7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;~~

~~7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);~~

~~7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.~~

(Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

~~7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1, on or before Association Documents Termination Deadline, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after Association Documents Deadline, Buyer, at Buyer's option, has the Right to Terminate under § 24.1, by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after Closing Date, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).~~

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price. If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ Buyer ☒ Seller ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1. (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without

limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing and Metropolitan Districts. Intentionally Deleted.

8.5. Tax Certificate. A tax certificate paid for by ☒ Seller ☐ Buyer, for the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3, (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the **Record Title Deadline**.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the **Record Title Deadline** or the **Off-Record Title Deadline**, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the **Title Resolution Deadline** also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A

MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer ☒ Does ☐ Does Not have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

9. NEW ILC, NEW SURVEY.

9.1. New ILC or New Survey. If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC)**; or, (2) ☒ **New Survey** in the form of most recent Improvement Survey Plat in possession of Seller, which Buyer may update at Buyer's expense; is required and the following will apply:

9.1.1. Ordering of New ILC or New Survey. ☒ Seller ☐ Buyer will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☒ Seller ☐ Buyer or:

9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and attorneys for Buyer and Seller will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3.3. New ILC or New Survey Resolution. If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY AND DUE DILIGENCE.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing

or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

None

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.7., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ Will ☒ Will Not assume the Seller's obligations under such leases for the Leased Items (§ 2.5.7., Leased Items).

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ Will ☒ Will Not assume the debt on the Encumbered Inclusions (§ 2.5.4., Encumbered Inclusions).

10.6.1.4. Other Documents. If the respective box is checked, Seller agrees to additionally deliver copies of the following, to the extent they exist and are in possession of Seller:

☒ **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the Property;

☐ **10.6.1.4.2.** Property tax bills for the last 5 years;

- ☐ **10.6.1.4.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the extent now available;
- ☒ **10.6.1.4.4.** A list of all Inclusions to be conveyed to Buyer;
- ☒ **10.6.1.4.5.** Operating statements for the past 5 years;
- ☐ **10.6.1.4.6.** A rent roll accurate and correct to the date of this Contract;
- ☐ **10.6.1.4.7.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
- ☒ **10.6.1.4.8.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past 5 years;
- ☒ **10.6.1.4.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3.);
- ☒ **10.6.1.4.10.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
- ☒ **10.6.1.4.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;
- ☒ **10.6.1.4.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
- ☒ **10.6.1.4.13.** Other: see Addendum.

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;

or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ Seller ☒ Buyer will order or provide ☒ **Phase I Environmental Site Assessment**, ☐ **Phase II Environmental Site Assessment** (compliant with most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____, at the expense of ☒ Seller ☐ Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by 30 days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date**, the **Closing Date** will be extended a like period of time. In such event, ☐ Seller ☒ Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as N/A. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). ~~[Intentionally Deleted - See Residential Addendum if applicable]~~

~~**10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.~~

~~**10.10. Lead-Based Paint.** [Intentionally Deleted - See Residential Addendum if applicable]~~

~~**10.11. Carbon Monoxide Alarms.** [Intentionally Deleted - See Residential Addendum if applicable]~~

~~**10.12. Methamphetamine Disclosure.** [Intentionally Deleted - See Residential Addendum if applicable]~~

11. TENANT ESTOPPEL STATEMENTS.

~~**11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:~~

~~**11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;~~

~~**11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;~~

~~**11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;~~

~~**11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;~~

~~**11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and~~

~~**11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.~~

~~**11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required in §11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.~~

~~**11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.~~

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ Are ☒ Are Not executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by mutual agreement of the Parties.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.7. (Leased Items).

655 **13. TRANSFER OF TITLE.** Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
 656 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:
 657 ☒ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's
 658 deed ☐ _____ deed. Seller, provided another deed is not selected, must execute and deliver a good
 659 and sufficient special warranty deed to Buyer, at Closing.

660 Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general
 661 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

662 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens
 663 or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special
 664 improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid
 665 at or before Closing by Seller from the proceeds of this transaction or from any other source.

666 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**
 667 **WITHHOLDING.**

668 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
 669 to be paid at Closing, except as otherwise provided herein.

670 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller
 671 ☒ One-Half by Buyer and One-Half by Seller ☐ Other _____.

672 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to Closing Date, Seller agrees to
 673 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
 674 associated with or specified in the Status Letter will be paid as follows:

675 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by ☐ Buyer
 676 ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

677 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer
 678 and One-Half by Seller ☐ N/A.

679 **15.3.3. Assessments, Reserves or Working Capital.** All assessments required to be paid in advance (other than
 680 Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid
 681 by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

682 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐
 683 Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

684 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by
 685 Buyer and One-Half by Seller ☒ N/A.

686 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
 687 ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

688 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,
 689 such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☐ Seller
 690 ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

691 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
 692 \$_____ for:

693 ☒ Water Stock/Certificates ☒ Water District
 694 ☒ Augmentation Membership ☐ Small Domestic Water Company ☐ _____

695 and must be paid at Closing by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

696 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be
 697 paid by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

698 **15.9. FIRPTA and Colorado Withholding.**

699 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
 700 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
 701 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ IS a foreign
 702 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign
 703 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
 704 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
 705 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
 706 if an exemption exists.

707 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
 708 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
 709 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
 710 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
 711 tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ☒ **Most Recent Mill Levy and Most Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ **Other** _____.

16.1.2. Rents. Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and N/A.

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

~~**16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to Closing Date by the Association will be the obligation of ☐ Buyer ☐ Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and Association Assessments are subject to change as provided in the Governing Documents.~~

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date at Possession Time**, subject to the Leases as set forth in § 10.6.1.1.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 5,000 per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date and Possession Time** until possession is delivered.

GENERAL PROVISIONS

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's

sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after Closing Date, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and

legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

24.2. Effect of Termination. In the event this Contract is terminated, and all Earnest Money received hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or N/A.

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability and Due Diligence.**

ADDITIONAL PROVISIONS AND ATTACHMENTS

29. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

See Addendum, which is incorporated herein by this reference.

873
874

875 **30. OTHER DOCUMENTS.**

876 **30.1. Documents Part of Contract.** The following documents are a part of this Contract: N/A

877
878

879
880 **30.2. Documents Not Part of Contract.** The following documents have been provided but are not a part of this Contract:
881 N/A

882
883
884

SIGNATURES

885

886

Buyer's Name: Town of Snowmass Village, CO 81615

Buyer's Name: _____

 March 22, 2024
Clinton M Kinney, Town Manager Date

Buyer's Signature _____ Date _____

Address: PO BOX 5010
Snowmass Village, CO 81615

Address: _____

Phone No.: 970-923-3777

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: ckinney@tosv.com

Email Address: _____

887 **[NOTE: If this offer is being countered or rejected, do not sign this document.]**

Seller's Name: Jordan Sarick

Seller's Name: _____

 27 March 2024
Seller's Signature Date

Seller's Signature _____ Date _____

Address: _____

Address: _____

Phone No.: _____

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: _____

Email Address: _____

888

889

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

~~A. Broker Working With Buyer~~

Broker ☐ Does ☐ Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written

~~mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.~~

~~Broker is working with Buyer as a ☐ Buyer's Agent ☐ Transaction-Broker in this transaction.~~

~~☐ Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.~~

~~Brokerage Firm's compensation or commission is to be paid by ☐ Listing Brokerage Firm ☐ Buyer ☐ Other _____.~~

~~This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.~~

Brokerage Firm's Name: _____

Brokerage Firm's License #: _____

Broker's Name: _____

Broker's License #: _____

Broker's Signature

Date

Address: _____

Phone No.: _____

Fax No.: _____

Email Address: _____

B. Broker Working with Seller

Broker ☐ Does ☐ Does Not acknowledge receipt of Earnest Money deposit Money Holder and, except as provided in § 23, if the Earnest Money has not Terminate or other written notice of termination, Earnest Money Holder will mutual instructions. Such release of Earnest Money will be made within five da

Broker is working with Seller as a ☐ Seller's Agent ☐ Transaction-Broker in this transaction.

☐ Customer. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☐ Seller ☐ Buyer ☐ Other _____.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: _____

Brokerage Firm's License #: _____

Broker's Name: _____

Broker's License #: _____

Broker's Signature

Date

Address:

Phone No.:

Fax No.:

Email Address:

890

Addendum to Contract to Buy and Sell Real Estate¹

Seller: Eastwood Snowmass Investors ("Seller" or "ESI")

Buyer: Town of Snowmass Village, Colorado ("Buyer" or the "Town")

29. ADDITIONAL PROVISIONS:

29.1. Conflicts. If there is a conflict between the provisions of the Contract and those of this Addendum, the provisions of this Addendum shall control.

29.2. Town Council Approval: This Contract requires and is contingent upon the approval and ratification of the Contract by Town Council of the Town of Snowmass Village in accordance with the Town Charter. In the event Town Council does not approve this Contract within 49 days of MEC, this Contract shall be null and void and of no legal effect. Further, in such case, Seller and Buyer shall each be responsible for all of their respective costs incurred related to the prospective purchase of the Property and/or arising from the Contract and Buyer shall be entitled to immediate return of any and all Earnest Money.

29.3. Seller Authority. Seller has taken all necessary action to authorize the execution, delivery and performance of this Contract and has the power and authority to execute, deliver and perform this contract and consummate the transaction contemplated hereby. The person signing this contract on behalf of Seller is authorized to do so. Assuming this Contract has been duly authorized, executed and delivered by the other party to this Contract, this Contract and all obligations of Seller hereunder are the legal, valid and binding obligations of Seller, enforceable in accordance with the terms of this Contract.

29.4. No Broker - Buyer: Buyer does not have any obligation to a realtor or real estate broker for services rendered in connection with this Contract or the Property. Thus, Seller shall be solely responsible for payment to any party entitled to receive a brokerage commission or fees or other compensation out of or with respect to the sale of the Property.

Buyer is represented by its attorneys in this transaction, as follows:

Buyer's Attorney: Jeff Conklin, Karp Neu Hanlon, P.C., 201 14th Street, Suite 200, P.O. Drawer 2030, Glenwood Springs, CO 81601; email: jic@mountainlawfirm.com

29.5. Property – Residential and Park Parcels: The "Property" is comprised of the following:

29.5.1. The following legally described real estate, as such parcels may be amended as part of a Plat Amendment contemplated by this Contract:

PARCELS 2,3, 4, and 5
THE FIRST AMENDED PLAT OF THE FARAWAY RANCH SUBDIVISION – PARCELS A, B, F, G, I, SNOWMASS CENTER PARCEL AND PARCEL 2, RE-PLAT OF HOALUND RANCH SUBDIVISION, RECORDED MAY 26, 2023 IN PLAT BOOK 136, AT PAGE 55, RECEPTION NO. 695173
PITKIN COUNTY, STATE OF COLORADO.

together with all appurtenances thereto.

(the "Residential Parcels")

¹ This addendum has not been approved by Colorado Real Estate Commission and was prepared by Buyer's legal counsel.

29.5.2. All development rights and land use entitlements appurtenant to the Property, including but not limited to those set forth in the documents below, as such may be amended pursuant to this Addendum:

- Ordinance No. 17, Series of 2020, recorded at Reception No. 672075.
- Snowmass Center, Planned Unit Development Guide, recorded at Reception No. 695344.
- Snowmass Center Development Agreement, recorded at Reception No. 695176.
- Subdivision Improvements Agreement for Snowmass Center, recorded at Reception No. 695174
- Snowmass Center restricted Housing Agreement, recorded at Reception No. 695175.

(collectively, the “Development Documents”).

29.5.3. The conveyance of the “Property” shall include the following additional rights, if any (the “Additional Rights”): (a) all of Seller’s interest in all subsurface rights, mineral rights, water, sewer, gas and other utility rights and taps owned by Seller in connection with the Property, and all rights of Seller appurtenant to the Property in streets, ways, alleys, passages, roads, easements, or rights-of-way, and strips of land, and all development approvals and entitlements now existing or subsequently acquired in connection with the Property, including all improvements, fixtures, hereditaments, easements, air rights and rights held by possession, benefitting the Property or appurtenant thereto; (b) all of Seller’s right, title and interest in and to all assignable licenses, permits, certificates, approvals, authorizations, warranties and guaranties and variances issued for or with respect to the Property by any governmental authority and/or third party.

29.6. Contingent upon Amendment to the PUD/Development Documents.

29.6.1. Seller shall pursue an amendment to the Plat and Development Documents to bifurcate the Project into separate residential and commercial components – the Residential Parcels and the Commercial Parcel (Parcel 1), with appurtenant development rights that would allow for separate development of the Residential Parcels and Commercial Parcel. The Town Manager and Seller shall agree on the form of the land use application to amend the Development Documents (the “Development Application”) and shall work cooperatively in the preparation of the same. Based on the terms below, the Development Application will likely follow a Minor PUD Amendment and Minor Plat Amendment process under the Town Code; however, the applicable process will depend on the final form of a Development Application. The Development Application shall be submitted not later than October 1, 2024.

29.6.2. Not later than 28 days after MEC, Seller shall provide to the Town a conceptual plan for the redevelopment of the Commercial Property, which shall include at a minimum proposed parking, proposed plat amendments (e.g. Parcel 2 for parking) building footprints, general development plan, and proposed cost sharing for items identified herein to be shared by the Seller and Town (e.g. Transit Shelter, South Sidewalk, Stormwater Management, portion of Rim Road and underlying utilities) (the “Conceptual Plan”). Buyer has the Right to Terminate under § 24.1., on or before the Due Diligence Documents Termination Deadline, based on any unsatisfactory provision in any of these documents, in Buyer’s sole subjective discretion or object to any term prior to the Due Diligence Documents Objection Deadline. If the Conceptual Plan is not provided within 28 days after MEC, the Objection, Termination, and Resolution deadlines shall be extended equal to the number of days after the 28 day deadline that the Conceptual Plan is provided.

29.6.3. The Development Application shall contain at a minimum the following terms:

29.6.3.1. Amendment to PUD for Parcel 1: removal of Underground Parking Structure requirements, residential housing units, construction of Buildings 6A and 6B (PUD § III.A).

29.6.3.2. Removal of Developer obligation for:

- (a) Community Park (Development Agreement § 1.3);
- (b) Restricted Housing, only if commercial development on Parcel 1 does not exceed 58,433 square feet (Development Agreement §5.3);
- (c) Community Purpose Cash Payment (Development Agreement § 5.1); and
- (d) Rim Trail Connector (Development Agreement § 2.2, SIA § 2(d)) (Seller shall instead be required to pay a cash-in-lieu payment to the Town for the costs of construction of the Rim Trail Connector).

29.6.3.3. Maintain Developer obligation to:

- (a) provide Post Office Space Reservation that meets Post Office requirements but not less than 4,000 square feet, and such reservation option shall not expire (Development Agreement § 5.2),
- (b) provide Transit Shelter within a to-be-agreed upon time (Development Agreement § 1.4, SIA § 2(f)), with proportionate cost sharing with the Town,
- (c) Storm Water Management for Parcel 1 (Development Agreement § 7, SIA § 2(c)) with proportionate cost sharing with the Town;
- (d) South Sidewalk (Development Agreement § 2.1), with proportionate cost sharing with the Town;
- (e) reconstruction of Lower Kearns Road and Upper Kearns Road (SIA § 2(e)); however, Seller's obligations for Upper Kearns Road shall only be to the point of Rim Road on the Plat;
- (f) Rim Road to Rim Court (and underlying utilities), with proportionate cost sharing with the Town;
- (g) install utility mains that will provide service for the benefit of the entire project, subject to proportionate cost sharing with the Town; and
- (h) Soft Surface Connector Trail (Development Agreement § 5.4) (cash contribution);

Such obligations shall be appurtenant to the Commercial Parcel. Appropriate security for the completion of such obligations be provided by Seller in a form acceptable to the Town, as applicable. With respect to any cost sharing contributions agreed to by Buyer, Buyer agrees to work in good faith with Seller to provide for a payment mechanism that is not voidable due to a subsequent failure to appropriate pursuant to the Colorado Taxpayers Bill of Rights of the Colorado Constitution.

- 29.6.3.4. Developer shall remove the portion of the Snowmass Center building located within the Upper Kearns Road right-of-way (i.e. Taster's Pizza building) and complete Upper Kearns Road and South Sidewalk Improvement not later than one year after Seller receives a notice to proceed from the Town following approval of a Town project for the Residential Parcels.
- 29.6.3.5. Remove obligation to create a master association for the entire development, but allow for separate associations for the Residential Parcels and the Commercial Parcel, with an agreement to address easements and any necessary cost sharing for shared elements of the Project.
- 29.6.3.6. Reserve fire lane and parking on Parcel 2 to serve the north side of Snowmass Center on Parcel 1, and corresponding easement which shall not reduce the developable area on Parcel 2 and in a manner to be agreed upon by the Parties (to be included in Conceptual Plan).
- 29.6.3.7. Upon conveyance of the Residential Parcels, Developer shall have no additional affordable housing mitigation obligation for future commercial development on the Commercial Parcels that does not exceed 58,433 square feet in total thereon; however, any additional development shall be subject to affordable housing mitigation as determined through review of a land use application.

- 29.6.3.8. Except as addressed above, allocation of appropriate and necessary public improvements between the Residential Parcels and the Commercial Parcel.
- 29.6.3.9. Developer shall offer each existing tenant with a leasable area of at least 1,500 square feet in the Snowmass Center Building and that is not in default of such lease an option to extend its lease term in tenant's existing space or a lease for a new space for not less than 10 years at fair market rental rates, with standard inflation provisions.
- 29.6.3.10. Additional terms, rights, and obligations, and the timing for completion thereof, may be formulated during the review and processing of the Development Application and, thus, the foregoing is not an exhaustive nor comprehensive set of requirements.
- 29.6.4. Subject to the Town Staff review of a Development Application as contemplated herein, Seller shall be solely responsible for preparing and prosecuting the Development Application, including all expenses thereof.
- 29.6.5. In approving this Contract, the Town Council shall retain all rights to review the Development Application in its quasi-judicial capacity. Approval of this Contract shall not be construed as pre-judgment of the Development Application.
- 29.6.6. In the event the Development Application does not result in a development approval that accomplishes the foregoing and is otherwise acceptable to Buyer, the Town shall have the right to terminate the Contract within 35 days of Town Council final action on the Development Application and shall be entitled to the return of its Earnest Money.
- 29.6.7. Seller shall have the right to terminate the Contract if the Development Application is denied or is approved subject to any material conditions that Seller finds unacceptable. Seller shall have the right to withdraw the Development Application and terminate the Contract at any time if Seller becomes dissatisfied with the how the approval process is proceeding or with any conditions proposed to be imposed on the approval of the Development Application.
- 29.6.8. Upon approval of Development Application, Seller agrees it shall not oppose any application, proposal, or project for residential development/use or open space on the Residential Parcels.
- 29.7. Due Diligence – Additional Information. Not later than the Due Diligence Documents Delivery Deadline, Seller shall provide Buyer all relevant documents and information in its possession regarding the Property, including any inspection reports, title commitments, surveys, engineering reports, financials, and other non-privileged information in the possession of Seller and reasonably requested by Buyer. Buyer has the Right to Terminate under § 24.1., on or before the Due Diligence Documents Termination Deadline, based on any unsatisfactory provision in any of these documents, in Buyer's sole subjective discretion.
- 29.8. Right to Terminate. Buyer's right to object and/or terminate under paragraph 10.3 and/or paragraph 10.6 shall not be limited to Buyer's satisfaction with the physical condition of the Property and inclusions or the Due Diligence Documents, or any other matters specified in said paragraphs; rather, Buyer's right to object and/or terminate under each of paragraphs 10.3 and 10.6 shall include investigating, reviewing and becoming satisfied with any feature of or matter relating to the Property, the inclusions or the Due Diligence Documents and any other factor deemed by Buyer to be relevant to Buyer's acquisition of the property and inclusions, including, without limitation, the actual lot size, location and square footage of improvements, building, zoning and allowed use regulations, water and sewer service, environmental matters, value of the property, costs of construction, post-construction appraisal, or any other matter or aspect of the property which Buyer deems to be relevant to Buyer's acquisition of the Property.
- 29.9. Financing. The "New Loan" provisions include the use of certificates of participation, which do not constitute a loan or debt pursuant to Article X, Section 20 of the Colorado Constitution.

- 29.10. Subject to Appropriation. To the extent this Contract constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of Snowmass Village Municipal Code and Article X, Section 20 of the Colorado Constitution. The Town shall include the purchase of the Property in the 2025 draft budget, which is subject to approval by Town Council.
- 29.11. Closing. Closing shall be not later than 45 days after the effective date of the acceptable Development Approval; except, however, in the event there is a referendum or legal action contesting the Development Approval brought during such period the obligation to close shall be extended until such time as there is a final, non-appealable order and the Development Approval remains valid and enforceable. The Town shall have the right to extend closing up to 120 days by providing additional Earnest Money of \$500,000.