Town Council
Monday, March 4, 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 for March Red Cross Month
   Page 4 Red Cross 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. 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

   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

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

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.

7. POLICY/LEGISLATIVE PUBLIC HEARINGS

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

Pages 45-47 Agenda Item Summary - Housing Regualtions Review & Ordinance.pdf
Pages 48-61 Attachment A - Permanent Moderate Housing Regulations - redline version.pdf
Pages 62-75 A ttachment B - Permanent Moderate Housing Regulations - clean version.pdf
Pages 76-83 Attachment C - Ordinance - Permanent Moderate Housing Regulations-v2 - First Reading.pdf

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

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

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

9. TOWN COUNCIL REPORTS AND ACTIONS

Reports and Updates

10. EXECUTIVE SESSION

10.AExecutive Session

Pages 167-168 Agenda Item Summary Exec Session.pdf

11. ADJOURNMENT

TOWN OF SNOWMASS VILLAGE
MAYORAL PROCLAMATION NO. 2
SERIES OF 2024

A PROCLAMATION
AMERICAN RED CROSS MONTH, 2024

During American Red Cross Month in March, we recognize the compassion of people in the Town of Snowmass Village, Colorado and reaffirm our commitment to care for one another in times of crisis.

This generous spirit is woven into the fabric of our community and advances the humanitarian legacy of American Red Cross founder Clara Barton — one of the most honored women in our country's history — who nobly dedicated herself to alleviating suffering.

Today, kindhearted individuals in our community exemplify Barton's commitment as they step up through the Western Colorado Chapter to provide a beacon of hope for our neighbors in need. Through their voluntary and selfless contributions, they make a lifesaving difference in people's darkest hours — whether it's delivering shelter, food and comfort during disasters; providing critical blood donations for hospital patients; supporting military families, veterans and caregivers through the unique challenges of service; or saving lives with first aid, CPR and other skills.

We hereby recognize this month of March in honor of all those who lead with their hearts to serve people in need, and we ask everyone to join in this commitment to strengthen our community.

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 4th day of March 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
- RFTA SMV operations (TC asked for at the 2/5/24 meeting)
- Update on Summer Event Schdule – (TC Asked for at the 2/20/24 meeting)

Monday March 4 – Regular Meeting

- Red Cross Proclamation – Jackie Whitsitt
- Response Funding Request
- Revised housing regs - Ord – First Reading
- Leash Zone Discussion
- Bs and Cs Update - Ord – First Reading (or March 18)
- Discussion on Mall Transit Station
- Fox Run HOA Trail easement – Reso
- Tamarack Townhomes HOA easement – Reso
- Exec Session
-

~~EOTC – Thursday March 7 – Pitkin County~~ - **CANCELED**

Monday March 11 – Work Session

- Update on Council goals:
  - Supporting Locally owned and serving businesses and Community Engagement
  - Follow up to 12/18/23 discussion with Tourism Dept
- Lighting Code Discussion
- Mid Rim trail design discussion
- Wildlife Update
- CIP Updates

Monday March 18 – LMLA Meeting - 3:30pm

- Elect Chair & Vice Chair for 2024
- Consciously Crafted application

Monday March 18 – Regular Meeting – 4pm

- Reso for CGRB recommendations and distribution of funds
- Adopt Grant Criteria for 2024-25 grant Cycle – reso?
- Early warning/ fire camera funding IGA?
- First reading ord to revise 2024 budget/ financial update

As Of: Thursday, February 29, 2024

DRAFT 2024 Agenda Items

Monday April 1 – Regular Meeting

- Summer event overview
- Snowmass Mountain PUD?
-
-

Monday April 8 – Work Session

- Holy Cross Update

Monday April 15 – Regular Meeting

- Snowmass Mountain PUD?
-

Monday May 6 – Regular Meeting

Monday May 13 – Work Session

Monday May 20 – Regular Meeting

Monday June 3 – Regular Meeting

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
-

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

As Of: Thursday, February 29, 2024

DRAFT 2024 Agenda Items

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

- 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

As Of: Thursday, February 29, 2024

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

Town Council
Town Council Meeting Minutes
Monday, February 5, 2024
4:00 PM
130 Kearns Road
Town Council Chambers
Snowmass Village, CO, 81615

Mayor Madsen called to order the Regular Meeting of the Snowmass Village Town Council on Monday February 5, 2024, at 4:02 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

4:02 pm

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; Betsy Crum, Housing Director; Sam Guarino, Transportation Director; Dave Shinneman, Community Development Director; Brian McNellis, Senior Planner; and Megan Harris Boucher, Town Clerk.

Public Present: Lucy Peterson, Jay Shumaker, Patrick Rawley, Erica Golden, Alex Jauch, JR Spung, Molly Gomes, Dwayne Romero, Sara Duffin, David Myler, Spencer McMinn, and Darren Duroux.

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3) PROCLAMATIONS AND PRESENTATIONS

4) PUBLIC COMMENT

None.

5) CONSENT AGENDA

5.A) Town Council Agenda Overview

Pages 4 - 7 2024 Agenda Overview.pdf

Councilmember Shenk asked when the lighting discussion would be back on the agenda. Staff is working on a time frame and will have it before Council as soon as possible. Shenk also asked about a future Krabloonik Land Discussion. Staff will add to 2/20/24.

Councilmember Fridstein asked for a Leash Law discussion regarding the process for HOA's to request an additional Mandatory Leash Zone. Town Attorney has received two requests from Seasons4 and CC Townhomes. Staff will add to the March 4th Agenda a discussion on process then bring an Ordinance if necessary to a future meeting.

5.B) Minutes for Approval

Pages 8-12 01-02-24 TC Minutes - DRAFT.pdf
Pages 13-16 01-08-24 TC Minutes - DRAFT.pdf
Pages 17-22 01-16-24 TC Minutes - DRAFT.pdf

Councilmember Shenk sent a few corrections for each set of minutes to Town Clerk Boucher and one substantive change regarding the Festival Permit. Boucher is consulting with Town Attorney Conklin to clarify and get the language correct.

5.C) Resolution appointing members to SAAB

Page 23 Agenda Item Summary Appointing New Members to SAAB.pdf
Page 24 Resolution 02, Series of 2024 RE Appointing New Members to SAAB.pdf
Pages 25-28 SAAB Applications.pdf

5.D) Ordinance No. 01, Series 2024 Re Festival Permits - Second Reading

Pages 29-31 Agenda Item Summary - Festival Permits - 2nd Reading.pdf
Pages 32-33 Ordinance No. 01, Series of 2024 Re Festival Permits - Second Reading.pdf
Pages 34-39 Exhibit A - ORD 1, 2024 Re Festival Permits.pdf

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5.E) Ordinance No. 02, Series 2024 RE Incorporate 2022 Ballot Issue 2C - Second Reading

Pages 40-41 Agenda Item Summary - Incorporate 2022 Ballot Issue 2C - 2nd Reading.pdf
Pages 42-46 Ordinance No. 02, Series of 2024 - Incorporate 2022 Ballot Issue 2C - Second Reading.pdf

Councilmember Shenk motioned to approve the Consent Agenda which includes both Ordinance 1 and 2 , Series of 2024. Councilmember Fridstein seconded. Roll Call vote. All in favor, none opposed.

6) PUBLIC HEARINGS - QUASI-JUDICIAL HEARINGS

6.A) Public Hearing - Draw Site Land Use Review / Sketch Plan Submission

Pages 47-48 Agenda Item Summary Re Draw Site WFH.pdf
Pages 49-53 Attachment A - Staff Planning Summary.pdf
Pages 54-58 Attachment B - PC Reso No.1 of 2024.pdf
Pages 59-235 Attachment C - Draw Site Workforce Housing Sketch Plan Application.pdf
Pages 236-243 Attachment D - Draw Site Referral Comments.pdf
Page 244 Attachment E - Housing Department follow-up memo.pdf
Pages 245-246 Attachment F - Community Development Director Email.pdf

Senior Planner Brian McNellis summarized the Agenda Item and gave some general background as well as status of the submitted Sketch Plan application. Nothing has changed about the project since the last time the Town Council discussed the details of the project. Council is reviewing this in the capacity of “reviewer” and must utilize the standards of the Sketch Plan and the Code. He reviewed the Land Use Criteria – Section 5-230 – Sketch Plan PUD for Council to reference in their review of the project.

Community Development Director Shinneman gave some additional feedback from the Planning Commission and their approval, recommendations, and conditions of approval.

Representing the applicant, Patrick Rawley, Erica Golden and Betsy Crum presented materials from the packet. No new info, same presentation. Brief history of how we got to this point. They outlined with further details the community outreach plan, identified some core issues including mass & scale; access & parking; natural hazards; road design and use of snow melt or not; cost; and fire access.

Rawley went through the fourteen conditions of approval from the Planning Commission which included an additional View Plane Analysis; explore ways to minimize the mass & scale; continue to work with fire district for most efficient and safe emergency access; continue to work with transportation dept to encourage the adequate shuttle service; additional details & justification on the reduction of parking; study of the Upper Kearns

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Road intersection; revisit parking and internal circulation; shade study; work with Water and San; and address debris flow.

Erica Golden went through the building design options that had been explored throughout the process.

Mayor pointed out the intent for the original land gift was to have a portion of Parcel 2 & 3 become employee housing.

Councilmembers comments included concerns over slope for pedestrians and traffic; challenges with the Kearns intersection; question if the utilities will be sufficient; different needs for ADA compliance; location of the bus and we-cycle station; landscape plan details; density; cost; ways this could work for our community; benefits to housing more workforce and positive for Community Character; partner opportunities with other stakeholders; and other design options previously dismissed by Council when they were reviewing an Owners.

Council and applicant briefly discussed all the other options previously explored by Council. One building option was determined to be the most impactful and least cost efficient.

Kinney described quasi-judicial process of this meeting in reviewing the submitted Sketch Plan and how they need to stick to the eight criteria of approval. If approved at Sketch, staff will draft a resolution for Council to consider and then it can go to Preliminary were Council acts as Owner again.

Criteria includes Use; Comp Plan; Architecture & Landscaping; Natural Resources & Hazard Area; Access & Circulation; Parking; Timetable and Community Welfare.

Public Comment:
Jay Shumaker at 5:29 pm. Suggested building housing on top of the numbered lots with one end unit on each for free market and the interior unit would be employee housing. He also recommended the Town Website have a better way to take public comment online.

David Myler at 5:33pm. Previous resident of SMV and a housing advocate. Lots of experience in valley with housing developments. Suggested that Council needs to balance the need for housing and the environmental impacts on building it. Balance is starting to shift toward housing because there is a significant need. His advice to Council is to not pass on this opportunity just because it is a challenging site. Find a way to make it work. Having housing close to where you work is worth it the added effort.

Council would like resolution to include the Planning Commission conditions of approval plus some additional conditions of approval including for them to keep options open for different building design, no snowmelt and no grades over 10%. Not all

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Councilmembers agreed regarding snowmelt. Staff will draft a resolution to allow for the flexibility that Council is requesting.

Councilmember Shenk Motion to continue the public hearing until February 20th. Councilmember Marolt seconded. All in favor.

7) POLICY/LEGISLATIVE PUBLIC HEARINGS

8) ADMINISTRATIVE REPORTS

8.A) Snowmass Mall Transit - Incremental Enhancement Plan

Pages 247-248 Agenda Item Summary - Snowmass Mall Transit - Incremental Enhancement Plan.pdf
Pages 249-251 2024-01-12 TOSV Transit Station Improvements.pdf

Transportation Director San Guarino summarized the agenda item and gave a brief history of the project. Guarino introduced Alex Jauch with SEH, joining online, to assist with the discussion.

Guarino presented materials in addition to the packet and sent those to Town Clerk Boucher to add to the record.

The Incremental Enhancement Plan includes an additional bay for loading and unloading, addition of bathrooms, a small office space and a potential welcome center area. Guarino also presented some options for Daly Lane improvements.

Council discussion included some questions on the plan; safety; location; possibility of installing snowmelt at the platform and the road next to the platform; RFTA operations in SMV; pedestrian access; ride experience; cost and funding.

Council asked staff to arrange for RFTA to come talk to at a future meeting to help clarify their operations and use of the space.

8.B) Snowmass Mall Redevelopment Discussion - potential ideas

Page 252 Agenda Item Summary - Mall Redevelopment Proposal.pdf
Pages 254-285 Mall PPP Redeveolopment Proposal.pdf

Dwayne Romero, Heather Henry and Darren Duroux presented some potential ideas for areas of redevelopment with workforce housing at the forefront and additional ideas for some transit solutions.

Presentation laid out a Private/Public Partnership. Romero noted the Comp plan has

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details on the ideas for redevelopment of the Mall. Romero and Henry presented materials from the packet including their plan for the mall, incorporating town property into their redevelopment. They then presented some potential transit solutions for the transit center.

What is different - Daly Lane shuttle operations would get incorporated into lower level of the potential two level transit center. Daly Lane property becomes part of the Mall redevelopment.

Councilmember Fridstein suggested we go the next step to see feasibility.

Town Manager Kinney suggested a letter of intent, listing common goals, and then we go forward on feasibility.

Council discussed getting additional community input, the need to decide exactly "what we want" and what the needs to be addressed.

9) TOWN COUNCIL REPORTS AND ACTIONS

Councilmember Gustafson attended NWCCOG meeting with Shenk where they talked about Agra-tourism.

Councilmember Fridstein had no updates.

Councilmember Shenk will attend an upcoming RFTA and Sister Cities. At the NWCCOG they discussed a proposed Senate bill which if passed, STRs would be taxed at the commercial rate rather than residential rate. Eagle County did a survey that owners would pull back on rentals to avoid paying the commercial rate which would very much affect our available rental properties and pillows. State legislation is still evolving. Council noted that one size fits all does not work well.

Mayor Madsen attended the CAST meeting were they also talked about the proposed Senate bill. Different positions have different opinions. Some say if you act like a hotel, then tax them like a hotel. Others see the ramifications of the possibility of some not renting and how that could impact SMV and pillows available.

Councilmember Shenk commented on the great new town website and Community Newsletter and thanked staff for all their hard work.

Councilmember Marolt noted a dangerous area at Brush and Owl for pedestrians. Too dark and asked for staff to look at some solutions.

Mayor Madsen continued with some information from the CAST meeting. Great meeting and recommends all attend in future!

10) EXECUTIVE SESSION

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10.A) Executive Session

Pages 286-287 Agenda Item Summary - Executive Session.pdf

Mayor Madsen read the legal language for the Executive Session. At 7:54 pm Councilmember Shenk motioned to go into Executive Session. Councilmember Marolt seconded. All in favor.

At 8:37 pm, Councilmember Shenk moved to adjourn the Executive Session and reconvene the Regular Meeting, Councilmember Fridstein seconded. All in favor.

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

11) ADJOURNMENT

Adjourned at 8:37 pm.

The Snowmass Village Town Council approved this set of meeting minutes at their Regular Meeting on Monday, March 4, 2024.

Submitted By,

_____

Megan Harris Boucher, Town Clerk

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Town Council
Town Council Meeting Minutes
Tuesday, February 20, 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 February 20, 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

4:00 pm

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; Betsy Crum, Housing Director; Terri Everest, Assistant Housing Director; Mitch Osur, Operations and Compliance Manager; Anne Martens, Public Works Director; Sam Guarino, Transportation Director; Dave Shinneman, Community Development Director; Brian McNellis, Senior Planner; Rose Abello, Tourism Director; Shane Vetter, Senior Events Producer; and Megan Harris Boucher, Town Clerk.

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Public Present: Lucy Peterson, Sarah Sanders, Charlie Singer, Andy Gunion, Leslie Desmond, Darrell Smith, Dawn Blasberg, Patrick Rawley, and Erica Golden.

3) PROCLAMATIONS AND PRESENTATIONS

3.A) The Collective Update - Sarah Sanders, East West

Pages 3-4 Agenda Item Summary - Collective Update.pdf

Mayor welcomed Sarah Sanders & Charlie Singer from the Collective. Sanders and Singer gave Town Clerk Boucher a presentation to add to the record. They gave a bit of background and then presented their mission statement, described their venues and went over programing.

Council comments included: great venue for both locals and visitors; great food but rather expensive; asked about the game room schedule and cost; suggested a punch pass option for the game room; keep it assessable for locals; and suggested blackout dates for no private events on certain popular days.

Collective staff clarified that Mawita's is not the only food vender for the Hall space but Mawita's holds the liquor license so all alcohol needs must be through Mawitas. Sanders and Singer will look at additional outreach to make sure public knows those details.

4) PUBLIC COMMENT

Leslie Desmond - Lives on North Ridge Lane. Desmond loves the Collective, Mawitas, Base Village, Drag Queen Karaoke and pianist David Dyre. Thanked Council for their continued support of the space.

5) CONSENT AGENDA

5.A) 2024 Agenda Overview

Pages 5-8 2024 Agenda Overview.pdf

5.B) Resolution RE High Impact Events

Page 9 Agenda Item Summary High Impact Event Reso & Calendar.pdf
Pages 10-11 Resolution 03, 2024 RE TOSV Special Events Controlling Construction.pdf
Pages 12-14 Calendar of Events Summer 2024.pdf

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Council directed staff to fix the date on Resolution No. 03, Series 2024 in the last paragraph from 20 to 20th.

Councilmemebr Shenk motioned to approve the consent agenda. Councilmember Marolt seconded. All in favor.

6) PUBLIC HEARINGS - QUASI-JUDICIAL HEARINGS

6.A) Draw Site Land Use Review - Resolution

Pages 15-16 Agenda Item Summary Draw Site WFH.pdf
Pages 17-21 Attachment A - Resolution No. 4 of 2024 Draft.pdf
Pages 22-26 Attachment B - Staff Planning Summary.pdf
Pages 27-203 Attachment C - Draw Site Workforce Housing Sketch Plan Application.pdf
Pages 204-211 Attachment D - Draw Site Referral Comments.pdf
Pages 212 Attachment E - Housing Department follow-up memo.pdf
Pages 213-217 Attachment F - PC Reso No.1 of 2024.pdf

Mayor Madsen reopened the continued public hearing from 2/5/24. Senior Planner Brian McNellis summarized the agenda item regarding the Draw Site Sketch plan application and a draft of the resolution for the Council to consider.

Council comments on the Resolution included:

- in line 43 it references 2017 but should be 2023
- starting in line 120 regarding coordinating with the design of the Snowmass Center- Council asked for clarification with regards to Snowmass Center. Mayor described the intent is so that there is some coordination with whatever the plan is for the Snowmass center at the time.
- Line 139 - condition 6 regarding the shuttle service. Believes it is more than service and should include concern of the safety, turn radius, etc.

Both Line 120 and 139 were determined to be adequate as written.

- Mistake in line 50, remove the word “numbers.”

Public Comment:
Heather Huber - Taster's Pizza & Daly Diner - Housing is a huge problem and there is a big need for additional workforce housing.

Councilmemebr Marolt motioned to approve Resolution No. 4, Series of 2024 with the amendments Council mentioned. Councilmember Shenk seconded. There was no further discussion. All in favor.

7) POLICY/LEGISLATIVE PUBLIC HEARINGS

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8) ADMINISTRATIVE REPORTS

8.A) Letter of Support for Land and Water Conservation Fund

Pages 218-219 Agenda Item Summary - Snowmass Falls Ranch Letter of Support.pdf
Page 220 Snowmass Falls Ranch Draft Letter of Support.pdf
Page 221 Snowmass Falls Ranch Map & Photo.pdf

Kinney welcomed Dale Will, Acquisition and Special Projects Director from Pitkin County Open Space and Trails. Dale Will gave some history, background and the plans of the newly acquired property Snowmass Falls Ranch. Plans include reselling a portion of the ranch to the Forest Service to be included in the greater Maroon Bells/Snowmass Wilderness. This would allow Pitkin to use those funds into a new conservation project. Very timely as the Wilderness Land Trust has meeting in DC this next week.

Council recommended one small edit. Change trail to trails - add an s.

Councilmember Fridstein motion to authorize the Mayor to sign the letter of support. Councilmember Gustafson seconded. All in favor.

8.B) Housing Updates - Compliance Efforts, Mountain View Remodel & Concept for Deed Restriction Buy-down Program(s)

Pages 222-226 Agenda Item Summary - Housing By the Numbers - Compliance, Mountain View and Deed Restriction Buy Down Updates.pdf
Pages 227-229 Attachment A - Housing Compliance Update.pdf
Pages 230-234 Attachment B - Mountain View Remodel.pdf

Housing Director Betsy Crum along with Mitch Osur and Terri Everest summarized the agenda item. They first focused on the department compliance efforts.
Some housing stats Crum shared:

- 298 total units
- 402 adults
- 60 kids
- 38 families with children
- of the total - 85% are still employed in SMV

Additional areas that the Housing Department is focusing in 2024 include: the housing newsletter; expanded deed restricted compliance efforts in 2024; meeting with HOAs on the updates to the Housing Regulations; and move towards more electronic documentation and record retention best practices.

Crum next updated Council on the Mountain View Project and presented a slideshow with stages of the project.

Finally, Crum updated the Council on the West Mountain Housing Coalition. The Coalition is developing three main programs: rental assistance; help fund Accessory

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Dwelling Units ADU; and a buy down program which is a purchase program for deed restricted units.

9) TOWN COUNCIL REPORTS AND ACTIONS

Councilmember Gustafson and Marolt voiced concern about safety at the Owl & Brush Creek bus stop and the need for more lighting at the stop. Staff recognized the increased issue with a recent car accident which hit the crosswalk beacon light. Council would like staff to find a solution for that stop.

Councilmember Gustafson asked for a wildlife update due to hearing increased stories about racoons and cayotes. Staff will add this to an upcoming Council agenda.

Councilmember Fridstein attended a CORE recently were they discussed the their shifting organizational structure. They will have an event in June at Buttermilk Base Lodge to increase awareness. They are also working on ways to mitigate methane gas leaking out of coal basin near Carbondale.

Mayor Madsen sat in on Rep. Velasco's talk on the regional migrant response and she spoke about the impact and the various regional efforts to help these people.

Councilmember Shenk attended Sister Cities meeting. The Chamonix students have been visiting and the Argentinian students will be here in April. Shenk also attended the RFTA Board meeting. Highlights from that meeting included: ridership down 11% since 2019; they are slowing down recruitment because they are close to their operational readiness target; then plan to begin to update the 2019 Strategic Plan; they had a bike share program presentation highlighting its growth; and are planning to implement a Safety Ride Campaign where they will offer a free helmet; adding more education outreach; and SMV expansion to include 14 new we-cycle stations in the future. Shenk commented on the good work the Kind Neighbor Project is doing. They have a Thursday night dinner at the chapel which is very well attended. The program is growing, and they need volunteers and donations. Shenk expressed concern again about the RFTA bus stop at the Mall. It is icy and dangerous. With the free parking lots full, the lines to get on bus to get back to parking are long. This is a bad arrival and departure experience, and it needs to change. Shenk continued by saying we can do better and we all have to find a solution.

Council briefly discussed options for further discussion on Transit Center solutions and goals for moving forward.

Councilmember Marolt has an upcoming Nordic Council meeting.

10) Executive Session

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Pages 235-236 Agenda Item Summary Exec Session - Negotiation & Legal Advice.pdf

Mayor Madsen read the legal language for the Executive Session. At 6:40 pm Councilmember Fridstein motioned to go into Executive Session. Councilmember Marolt seconded. All in favor.

At 8:36 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 Gustafson seconded. All in favor.

11) ADJOURNMENT

Adjourned at 8:36 pm.

The Snowmass Village Town Council approved this set of meeting minutes at their Regular Meeting on Monday, March 4, 2024.

Submitted By,

_____

Megan Harris Boucher, Town Clerk

DRAFT

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

March 4, 2024

AGENDA ITEM:

Resolution No. 5, Series of 2024 – A Resolution Approving a Trail Easement Agreement with Fox Run Homeowners Association

PRESENTED BY:

Jeff Conklin, Town Attorney
Andy Worline, Recreation Director

BACKGROUND:

The Town maintains an asphalt paved trail in the Fox Run development that connects Village Way Trail at the north to Fox Run Drive at the south (the "Fox Run Trail"); however, there is not an express easement for the Fox Run Trail as it traverses property owned by the Fox Run Homeowners Association. Accordingly, the parties wish to enter into the Trail Easement Agreement for the Fox Run Trail (the "Easement Agreement").

FINANCIAL IMPACT:

N/A

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

N/A

COUNCIL OPTIONS:

Approve the Resolution approving the Easement Agreement

OR

Deny the Resolution approving the Easement Agreement

STAFF RECOMMENDATION:

The proposed easement will allow the Town to exercise legal control over the Fox Run Trail.

Town Staff recommends that Town Council make a motion to approve Resolution No. 5, Series of 2024, A Resolution Approving a Trail Easement Agreement with Fox Run Homeowners Association.

ATTACHMENTS:

Resolution No. 5, Series of 2024
Easement Agreement

TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL

RESOLUTION NO. 5
SERIES OF 2024

A RESOLUTION APPROVING A TRAIL EASEMENT AGREEMENT WITH FOX RUN HOMEOWNERS ASSOCIATION

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. Section 1.4 of the Charter authorizes the Town Council to acquire interests in real property.

C. The Town maintains an asphalt paved trail in the Fox Run development that connects Village Way Trail at the north to Fox Run Drive at the south (the "Fox Run Trail"); however, there is not an express easement for the Fox Run Trail as it traverses property owned by the Fox Run Homeowners Association.

D. Accordingly, the parties wish to enter into the Trail Easement Agreement for the Fox Run Trail, as set forth in **Exhibit A** hereto (the "Easement Agreement").

E. The Town Council finds and determines that it is in the best interests of the Town to approve this Resolution and the Easement Agreement. 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. Easement Agreement – Fox Run Homeowners Association. The Town Council hereby approves the Easement Agreement in substantially the same form as set forth in **Exhibit A**, as determined to be satisfactory to the Town Attorney, and authorizes the Town Manager to execute the same.

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 4th day of March, 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

TRAIL EASEMENT AGREEMENT

This TRAIL EASEMENT AGREEMENT is made on _____, 2024 by and between the Fox Run Homeowners Association, a Colorado nonprofit corporation, herein referred to as "Grantor," and the Town of Snowmass Village, Colorado, a Colorado Home Rule Municipality, herein referred to as the "Town".

1. Grant of Easement. Grantor hereby grants to the Town a non-exclusive easement, hereinafter referred to as the "Trail Easement" ten (10) feet in width over and across the real property located in the Town of Snowmass Village, County of Pitkin, Colorado, more particularly described on Exhibit "A" attached hereto and incorporated herein, for use by members of the public strictly for recreational pedestrian and non-vehicular activities such as hiking and bicycling, including e-bikes, and no such other uses unless specifically permitted in writing by Grantor. No motorized vehicles of any kind other than e-bikes shall be permitted on the Trail Easement. No lighting shall be permitted on the Trail Easement. The Town shall be permitted to maintain minimal and limited signage and make improvements to the Trail Easement for purposes of drainage, safety and maintenance.

   While the Trail Easement runs through lands owned by Grantor, access to the Trail Easement may only be obtained by first crossing other lands not owned by the Grantor and obtaining access to the Trail Easement shall be the responsibility of the Town. No other lands of the Grantor may be used to access the Trail Easement, and nothing herein shall be construed as a grant, express or implied, over lands of the Grantor other than the Trail Easement. Grantor reserves the right to use and enjoy the Trail Easement and the land beneath and airspace above for all purposes and uses which do not unreasonably interfere with the use and enjoyment by the Town or members of the public or the rights herein granted. Without limitation to the foregoing, Grantor shall have the right to grant any easements to utility companies over or under the Trail Easement.

   The Town agrees to maintain the Trail Easement at its sole expense. The Trail Easement granted hereby is granted subject to all existing easement, restrictions and covenants of record.

2. Maintenance and Insurance. Grantor and Town expressly acknowledge that the Trail Easement is granted for a "recreational purpose" under and Grantor is entitled to the benefits, protection and limitations on liability afforded by Colorado law governing recreational easements, including, but not limited to, Colorado Revised Statutes §33-41-101, et seq., as amended. By granting the Trail Easement, Grantor shall have no obligation to repair, clear or otherwise maintain the area within the Trail Easement t or the condition of the trail. It is the intent of this Trail Easement Agreement to fall within the provisions of C.R.S. Section 33-41-101 et seq., and Grantor is entitled to the benefits, protection and limitations on liability afforded by Colorado Law governing recreational easements, including, but not limited to, Colorado Revised Statutes 33-41-

101, et. seq., as it is a grant of a recreational easement for a "recreational purpose" for the benefit of a public entity which is solely responsible for its maintenance. By accepting this trail easement the Town agrees, to the extent permitted by law, to defend protect, indemnify and hold harmless Grantor and Grantor's officers, agents, employees successors and assigns from and against any loss, damage or claim, defense against any and all suits, claims, demands, expenses, losses, liabilities or damage of any kind or nature, including reasonable attorney's fees and costs arising directly or indirectly out of any claim of third parties asserted against Grantor, its successors and assigns, attributable to any conduct of the Town relating to this Trail Easement Agreement or use of the recreational easement, whether authorized or unauthorized, or projects undertaken or out of personal injuries or property damage to the recreational easement or mechanic's liens, except for and not including claims arising from Grantor's negligence, gross negligence, or intentional acts. The Town shall promptly notify Grantor of any such claim or demand. The Town shall at all times during the term of this Trail Easement Agreement, maintain comprehensive liability insurance, in an amount of not less than Two Million ($2,000, 00.00) Dollars. All such policies of insurance shall name Grantor as an insured party.

3. Right to Relocate. Upon notice and approval by Grantor, the Town shall have the right to relocate and reconfigure the Trail Easement at its expense to allow for public uses consistent with the other terms of this Agreement provided there is not adverse impacts, as Grantor might determine it its sole discretion. Upon approval, the Parties shall record an amendment to this Agreement with revised Exhibit "A" legal description. Prior to any relocation the Town shall survey the existing easement and provide an "as built" survey of the easement as relocated promptly after such relocation but no later than sixty (60) days.

4. Amendment. The Trail Easement and the rights and obligations granted and assumed herein may not be modified except by a writing signed by Grantor and Town, or their respective successors and assigns, as applicable, except that either the Grantor or the Town may establish a more precise surveyed description for the Trail Easement in accordance with the procedures set forth in Exhibit "A".

5. No Waiver of Governmental Immunity Act or other Protections for a Governmental Entity. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Trail Easement Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act et seq., C.R.S. § 24-10-101 et seq. as from time to time amended, or any other rights, protections, immunities, defenses or limitations on liability provided by law or any applicable provisions of the Colorado Constitution and other applicable laws or otherwise available to the Town, its subsidiary, associated and/or affiliated entities, successors, or assigns; or its elected officials, employees, agents, and volunteers.

6. Notices. Any notice given pursuant to the terms of this Trail Easement Agreement shall be given by mailing the same, certified mail, return receipt requested, properly

addressed and with postage fully prepaid, to the addresses provided below or to subsequent addresses, provided that prior written notice of the change of address has been given to the other party.

Notices shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

Grantor: Fox Run Homeowners Association
P.O. Box 5205
Snowmass Village, Colorado 81615

Town: Town of Snowmass Village
P.O. Box 5010
Snowmass Village, Colorado 81615
Attn: Town Manager

7. Venue. Grantor and Town agree that this Trail Easement Agreement shall be construed in accordance with the laws of the State of Colorado, and that venue for any legal action is agreed to be exclusively in the state court of Pitkin County, Colorado.

8. Enforcement. Grantor and Town shall each have the right to bring suit in its own name for any legal or equitable relief due to lack of compliance with any provisions or the performance of any provisions of this Trail Easement Agreement. The failure of a party to insist upon the performance of any provisions or to exercise any right or option available to it, or to serve any notice or to institute any action, shall not be deemed a waiver or a relinquishment of any such provision. If any court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Trail Easement Agreement, the prevailing party shall be entitled to reimbursement of its costs and expenses in connection therewith, including reasonable attorneys' fees.

9. Term. The term of this Trail Easement shall be permanent and perpetual, so long as the Town shall comply with the terms, provisions and conditions set forth herein.

10. Successors and Assigns. All of the provisions of this Trail Easement Agreement, including the benefits and the burdens created hereby, shall run with the land and be binding upon all persons who hereafter acquire any interest in the property described in Exhibit "A", whether as an owner, renter, trust deed or mortgage beneficiary, or otherwise. All provisions of this Trail Easement Agreement shall inure to the benefit of any be binding upon the parties hereto and their successors and assigns.

Grantor:
Fox Run Homeowners Association

By: _____
William Roy Wiedinmyer, President

STATE OF COLORADO)
) ss.
COUNTY OF PITKIN)

The forgoing Trail Easement Agreement was acknowledged before me this _____ day of_____, 2024 by William Roy Weidinmyer as President of the Fox Run Homeowners Association.

Witness my hand and official seal.

My commission expires: _____.

_____
Notary Public

Town:
Town of Snowmass Village, Colorado

By: _____
Bill Madsen, Mayor

Attest:

_____
Town Clerk

Exhibit A

The Fox Run Trail is an existing asphalt paved trail of not more than ten (10) feet in width connecting the Village Way Trail at the north to Fox Run Drive at the south, near the intersection of Fox Run Drive, North Ridge Lane and Valley View Road. It primarily runs through Fox Run Lot 27, which is Fox Run Homeowners Association dedicated open space, as generally depicted on the GIS Map attached hereto. Either party may commission a survey of the trail, and re-record this Trail Easement Agreement with such surveyed description, to be and include a trail ten (10) feet in width (i.e., five (5) feet on either side of the surveyed center line), in which event the surveyed description shall be substituted for the description in this Exhibit A.

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

March 4, 2024

AGENDA ITEM:

Resolution No. 6, Series of 2024 – A Resolution Approving an Easement Agreement with Tamarack Townhouses Association

PRESENTED BY:

Jeff Conklin, Town Attorney
Mike Horvath, Town Engineer

BACKGROUND:

The Town wishes to undertake and complete installation of fiber optic lines and related utility infrastructure throughout Snowmass Village (the "Project"), which in some cases will require obtaining related utility easements. The Town wishes to acquire a utility easement from the Tamarack Townhouses Association for the Project for the installation of fiber optic lines, a 24" x 36" pull box, and related infrastructure (the "Fiber Improvements"). Accordingly, the parties wish to enter into the Easement Agreement for the Fiber Improvements, as set forth in Exhibit A hereto (the "Easement Agreement").

FINANCIAL IMPACT:

N/A

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

N/A

COUNCIL OPTIONS:

Approve the Resolution approving the Easement Agreement

OR

Deny the Resolution approving the Easement Agreement

STAFF RECOMMENDATION:

The proposed easement will allow the Town to make important fiber connections as part of the Project.

Town Staff recommends that Town Council make a motion to approve Resolution No. 6, Series of 2024, A Resolution Approving an Easement Agreement with Tamarack Townhomes Association.

ATTACHMENTS:

Resolution No. 6, Series of 2024
Easement Agreement

TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL

RESOLUTION NO. 6
SERIES OF 2024

A RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH TAMARACK TOWNHOUSES ASSOCIATION

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. Section 1.4 of the Charter authorizes the Town Council to acquire interests in real property.

C. The Town wishes to undertake and complete installation of fiber optic lines and related utility infrastructure throughout Snowmass Village (the "Project"), which in some cases will require obtaining related utility easements.

D. The Town wishes to acquire a utility easement from the Tamarack Townhouses Association for the Project for the installation of fiber optic lines, a 24" x 36" pull box, and related infrastructure (the "Fiber Improvements")

E. Accordingly, the parties wish to enter into the Easement Agreement for the Fiber Improvements, as set forth in **Exhibit A** hereto (the "Easement Agreement").

F. The Town Council finds and determines that it is in the best interests of the Town to approve this Resolution and the Easement Agreement. 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. Easement Agreement – Tamarack Townhouses Association. The Town Council hereby approves the Easement Agreement in substantially the same form as set forth in **Exhibit A**, as determined to be satisfactory to the Town Attorney, and authorizes the Town Manager to execute the same.

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 4th day of March, 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

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered as of the date of the last signature hereto (the "Effective Date"), by and between TAMARACK TOWNHOUSES ASSOCIATION, INC., a Colorado nonprofit corporation ("Grantor") and the TOWN OF SNOWMASS VILLAGE, COLORADO, a Colorado home-rule municipal corporation (the "Town" or "Grantee"). Grantor and the Town shall be collectively referred to herein as "Parties."

RECITALS

A. The Town wishes to undertake and complete installation of fiber optic lines and related utility infrastructure throughout Snowmass Village (the "Project").

B. Grantor owns property described on **Exhibit A** (the "Grantor Property").

C. The Town wishes to acquire a utility easement related to the Project for the installation of fiber optic lines, a 24" x 36" pull box, and related infrastructure (the "Improvements") in that area depicted on **Exhibit B** (the "Easement Area").

D. Grantor will benefit by the location of the pull box and shall have access thereto for use by Grantor in making a fiber connection to the townhomes on Grantor Property.

E. The Parties wish to otherwise set forth and memorialize the terms of such easement and agreements herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated by reference herein.

2. Utility Easement – Grantor to the Town. Grantor hereby grants and conveys to the Town a non-exclusive, permanent easement and right-of-way over, upon, under, across, and through the Easement Area for the purpose of: installation, construction, location, operation, maintenance, repair, replacement, reconstruction, and use of the Improvements and other Town utility infrastructure, including access thereto, (the "Easement") subject to the following terms and conditions:

    a. Pull Box. The Town shall install at the Town's sole expense a 24" x 36" pull box at the location identified on **Exhibit B**. Grantor shall be permitted to access and use such pull box for the sole purpose of Grantor in making a fiber connection to

Return to:
Town of Snowmass Village, Colorado
130 Kearns Road
P.O. Box 5010
Snowmass Village, CO 81615

Grantor Property. The Town shall not be responsible for making such a connection to Grantor Property.

b. Use of Easement Area. The Parties covenant and agree to do nothing which would prevent or hinder the other Party from access to and use of the Easement Area for the purposes for which the Easement is granted. Grantor retains the right to use and enjoy the Easement Area, to the extent such use does not unreasonably interfere with the Easement and/or the rights related thereto as granted to the Town under this Agreement.

c. Reserved Rights. Grantor reserves the right to use the Grantor Property for any purposes that do not unreasonably interfere with the Town's use of the Easement granted herein. Grantor further reserves the right to grant additional easements or other rights to third parties over, under, and upon the Grantor Property on the condition that such easements or other rights do not unreasonably interfere with the Town's use of the Easement for the purposes set forth herein.

d. Grantor Improvements. Grantor shall not construct, place, or otherwise locate any improvements in the Easement Area without permission of the Town. Approval shall not be unreasonably withheld.

e. Remediation. Upon Project completion, at the Town's sole expense, the Town shall remediate, repair, restore, and reseed any disturbed area of the Easement Area to a condition similar to the remainder of the Grantor Property, and acceptable to the Grantor in its reasonable discretion. Such remediation shall include planting of native grass.

f. Damage to Grantor Property. Any damage to Grantor Property as a result of the Town's exercise of its Easement rights shall be promptly repaired by the Town to a condition that existed prior to the Town's exercise of the Easement rights.

g. Warranty of Title. Grantor represents and warrants that Grantor has good title to the Grantor Property, free and clear of any encumbrances that would affect this Agreement. This Agreement is made subject to any existing easements, reservations, restrictions or rights of way.

h. No Liens. Grantee shall keep the Easement Area free and clear of any mechanics' or materialman's liens for labor performed or material furnished within the Easement Area at the instance or request of the Grantee or anyone claiming thereunder.

i. Project Expense. The Town shall complete the Project at its sole expense.

j. As-Built Survey. Upon installation, the Town shall complete an as-built survey of the location of the Improvements. In the event the Improvements are not completely located in the Easement Area, the Town shall have the right to relocate

and reconfigure the Easement Area to correspond to the location of the Improvements, provided there are not adverse impacts to Grantor, and upon the approval of Grantor, which approval shall not be unreasonably withheld. In such event, the Parties shall record an amendment to this Agreement with revised **Exhibit B.**

3. Temporary Construction Easement - Grantor to the Town. Grantor hereby grants and conveys to the Town, a temporary, non-exclusive easement in, upon, and through the area ten feet (10') on each side of the Easement Area including access thereto, for the purpose of excavating, installing, constructing, and locating the Improvements for the Project (the "Temporary Construction Easement"). See comment above The Town shall remediate, repair, restore, and reseed any disturbed area of the Temporary Construction Easement Area to a condition similar to the remainder of the Grantor Property, in the Town's reasonable discretion, including planting native grasses. The Temporary Construction Easement shall automatically terminate upon completion of the installation of such Improvements.

4. No Waiver of Governmental Immunity Act or other Protections for a Governmental Entity. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act et seq., C.R.S. § 24-10-101 et seq. as from time to time amended, or any other rights, protections, immunities, defenses or limitations on liability provided by law or any applicable provisions of the Colorado Constitution and other applicable laws or otherwise available to the Town, its subsidiary, associated and/or affiliated entities, successors, or assigns; or its elected officials, employees, agents, and volunteers.

5. Miscellaneous.

   a. Easement Runs with the Land; Binding on Successors and Assigns; Binding Effect. The provisions of this Agreement, including the benefits and burdens created thereby, shall run with the land and shall be binding upon and inure to the benefit and/or burden of Grantor and Grantee, and their respective heirs, successors, assigns, and personal representatives.

   b. Entire Agreement; Amendments. This Agreement is the entire agreement of the parties, and neither party has relied on any promises or representations except as expressly described herein. Except as expressly provided herein, this Agreement may only be modified by a writing signed by all Parties.

   c. Correction Documents. In the event any clerical or other errors are found in this Agreement or any legal descriptions or other exhibits hereto, or in the event any exhibit shall be missing, the parties agree to promptly execute, acknowledge, initial and/or deliver as necessary any documentation in order to correct the erroneous document, description, exhibit or to provide any missing exhibit.

d. Severability. Should any portion of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in force and effect.

e. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Grantor and the Grantee and their successors and assigns.

f. No Waiver. No failure or delay of either party in the exercise of any right or remedy given to such party hereunder or the waiver by any party of any condition hereunder for its benefit shall constitute a waiver of any other or further right or remedy. No waiver by either party of any breach hereunder or failure or refusal by the other party to comply with its obligation shall be deemed a waiver of any other or subsequent breach, failure or refusal to so comply.

g. Remedies. Either Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.

h. Colorado Law. The interpretation, enforcement, or any other matters relative to this Agreement shall be construed and determined in accordance with the laws of the State of Colorado. Any litigation involving this Agreement or its subject matter shall be brought and maintained in the District Court in Pitkin County, Colorado. Each party hereby waives all rights to trial by jury.

i. Attorneys' Fees; Survival. In the event of any litigation or arbitration between the Parties regarding an alleged breach of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

j. Notices. All notices or other communications under this Agreement shall be in writing and shall be deemed to have been given upon personal service; or three (3) days after deposit in the U.S. mail, via registered or certified mail, postage prepaid and return receipt requested; or one day after deposit with an overnight courier service (which obtains a receipt evidencing delivery) and shall be addressed as follows:

To Grantor:

Tamarack Townhouses Association, Inc.
135 Carriage Way
P.O. Box 5521
Snowmass Village, CO 81615

To Grantee:

Town Manager
Town of Snowmass Village
130 Kearns Road
P.O. Box 5010
Snowmass Village, CO 81615

Either party or their successors or assigns may designate a change of name or address by written notice given in the same manner as provided above.

k. Authority. The Parties represent and warrant that they have full right and lawful authority to enter into this Agreement.

l. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one instrument.

m. Recordation. This Agreement shall be recorded in the public records of Pitkin County, Colorado and shall be deemed to run with the land.

n. TABOR Savings Clause. Any fiscal or monetary obligations of the Town arising under this Agreement shall always be subject to annual appropriation pursuant to the Town of Snowmass village Municipal Code and Article X, Section 20 of the Colorado Constitution.

o. Professional Fees. TOSV shall pay costs and attorney fees incurred in the preparation of this Agreement and any exhibits hereto.

p. Police Powers Reserved. Nothing in this Agreement waives or is intended to waive the Town's authority to exercise its police powers.

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

~ Signature Pages Follow ~

GRANTOR: TAMARACK TOWNHOUSES ASSOCIATION, INC.

Signature: _____

Name: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2024 by _____.

Witness my hand and official seal.

_____
Notary Public

GRANTEE: TOWN OF SNOWMASS VILLAGE:

By: _____
Bill Madsen, Mayor Date

ATTEST:

By: _____
Megan Boucher, Town Clerk

EXHIBIT A
(Grantor Property)

Common Area,
Tamarack Townhouses,
according to the Supplemental Condominium Map for Tamarack Townhouses, recorded in the public records of Pitkin County, Colorado on December 30, 1969 at Reception No. 138554, as amended by the Exemption Plat, Tamarack Townhouses, recorded in the public records of Pitkin County, Colorado on July 18, 2014 at Reception No. 5611944, and according to the Condominium Declaration for Tamarack Townhouses, recorded in the public records of Pitkin County, Colorado on April 2, 1969 in Book 240 at Page 93, as supplemented by the Supplemental Condominium Declaration for Tamarack Townhouses recorded in the public records of Pitkin County, Colorado in Book 245 at page 490.

County of Pitkin, State of Colorado

EXHIBIT B
(Easement Area)

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:
January 2, 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, and January 16, 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:**

17.3.4.1 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.

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.

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 stating.

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 four 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 requiring the homeowner to work with the Housing Office on setting a rental rate if they rent a bedroom in their home.

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.

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

Staff recommends that Ordinance 4, 2024 (Attachment C) be approved on first reading and that second reading of the ordinance be set for the Council's regular meeting to be held on April 1, 2024. Changes to the Permanent Moderate Housing Regulations will also be approved in this Ordinance by reference.

ATTACHMENTS:

Attachment A: Permanent Moderate Housing Regulations – redline version.
Attachment B: Permanent Moderate Housing Regulations – clean version
Attachment C: Proposed Ordinance – Permanent Moderate Housing Regulations

Exhibit
A

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~~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 ~~r~~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 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 ~~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~~r~~egulations, or his or her designee.

Housing unit means a dwelling unit that is subject to the provisions of these R~~r~~egulations.

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~~r~~egulations.

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~~s~~, 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 ~~17.2.4 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 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 Colorado River Drainage 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.

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: (a) actively 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 the minimum of one

(1) year, ~~OR~~or (c) employed 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.

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 ~~Permanent Moderate Hh~~ousing 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

7.3.4.2. **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 Federal Income Tax returns. Eighty percent (80%) of the applicant's 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 ~~above~~ Lottery Priorities set forh 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 ~~the~~such 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.

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 17.2.4.1 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 17.2.4.1 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 (4) 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,~~1,5~~00.00). 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

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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 ~~the Snowmass Village Sun~~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

Years Employed	Lottery Chances
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 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.

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.** 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 than an exempt transaction has occurred.

An Owner~~s~~ of a housing unit~~mes~~ at The Crossings at Horse Ranch who purchased ~~their~~ such ~~home~~housing unit prior to August 26, 2002, may transfer such~~their~~ housing unit~~me~~ 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 ~~house~~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 than an exempt transaction has occurred.

17.8 **Interpretations; ~~A~~ppeals.** 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.

Exhibit
B

Town of SNOWMASS Village

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 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 Colorado River Drainage 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.

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: (a) actively 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 minimum of one (1) year, or (c) employed

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.

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**

7.3.4.2. **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 percent (80%) of the applicant's 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 forh 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 thehousing unit. Exceptions for employer-owned workforce housing may be granted upon request and will be subject to a Restricted Housing Agreement.

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 17.2.4.1 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 17.2.4.1 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 (4) 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 ($2,00.00). 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 reductionand 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 Reductionand 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 unitwithin 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.

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.** 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 than an exempt transaction has occurred.

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 than 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.

TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL

ORDINANCE NO. 4
SERIES OF 2024

AN ORDINANCE AMENDING CHAPTER 17, ARTICLE I – PERMANENT MODERATE HOUSING - OF THE SNOWMASS VILLAGE MUNICIPAL CODE AND ADOPTING PERMANENT MODERATE HOUSING REGULATIONS

WHEREAS, The Town of Snowmass Village ("TOSV" or the "Town") is a home-rule municipality, duly organized and existing under the TOSV's Charter adopted pursuant to Article XX of the Constitution of the State of Colorado; and

WHEREAS, Section 3.3 of the TOSV's Charter confers upon Town Council the power to amend the TOSV Municipal Code; and

WHEREAS, Chapter 17, Article I of the TOSV Municipal Code contains provisions regarding Permanent Moderate Housing, and Section 17-11 thereof authorizes the establishment of rules and regulations to effectuate the provisions of the Code (the "Permanent Moderate Housing Regulations"); and

WHEREAS, the Town Council wishes to amend the Code and Permanent Moderate Housing Regulations to update eligibility requirements, exemptions from resale procedures, local preference, and other miscellaneous updates; and

WHEREAS, the Town Council finds that the adoption of this Ordinance is in the best interest of the TOSV.

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

1. Recitals. The foregoing recitals are incorporated herein as findings of the Town Council.

2. Chapter 17, Article I – Permanent Moderate Housing. Chapter 17, Article I – Permanent Moderate Housing – of the TOSV Municipal Code is hereby amended with the following **bold, underlined** additions and ~~strikethrough~~ deletions:

ARTICLE I Permanent Moderate Housing

Sec. 17-1. Purpose.

To effectuate the orderly administration of housing units, the Town Council has determined that reasonable regulation is required. It is the intention of the Town 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: Creekside Condominiums, Country Club Townhomes, Country Club Villas, Crossings at Horse Ranch, Daly Permanent Moderate Housing Townhomes and Mountain View Permanent Moderate Housing Condominiums~~.

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.

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, taking into consideration employment, income, net worth, unit size, dependents and any other criteria established by the Housing Manager to determine eligibility for purchase.

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.

Requalified owner is an owner who, following initial purchase of a housing unit, meets the qualifications for employment, income, net worth and residency established by the Housing Manager.

Residential dwelling unit means any residential property 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.

Unit size means a housing unit intended to be occupied by a minimum or maximum number of occupants as established by the Housing Manager.

Sec. 17-4. Resale procedure.

(a) 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 which shall, among other things, confirm that the number of bedrooms in the housing unit has not decreased since the housing unit was purchased by the owner.

(b) Notice to Sell and Resale Fee Deposit. The owner, after having received an approved inspection report, shall file a written notice of intent to sell with the 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 a conflict between this Section 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:

March 4, 2024

AGENDA ITEM:

Discussion and Consideration of Additional Financial Support to the Response Inc. Capital Campaign

PRESENTED BY:

Clint Kinney, Town Manager
Shannon Meyer, Response Executive Director
Betsy Crum, Housing Director
Brian Olson, Chief of Police

BACKGROUND:

For the past 40 years, Response Inc. has provided a wide range of services for victims of domestic and sexual abuse from Aspen to Carbondale, including victim advocacy, 24-hour crisis assistance, support groups, education in the school systems, and transitional housing assistance. In 2021 alone, Response served 175 individual survivors and answered over 300 crisis calls in the upper Valley.

Housing is one of the biggest challenges facing Response's clients as they try to leave abusive relationships. Fear of losing housing is one of the top reasons that victims do not leave their abuser and domestic violence is a leading cause of homelessness for women and children. Housing is a challenge for any working family in this Valley; with the additional stress of abuse, this challenge can be insurmountable. Response currently provides emergency shelter (only 3 nights) in local hotels and transitional housing (up to three months) in several apartments rented or owned by Response throughout the community. Given the current market, Response has been struggling to retain these options. They currently have a waiting list of survivors who cannot leave their abusive home until another hotel or apartment becomes available.

For these reasons, Response has decided to pursue construction of a "clustered" shelter/office complex in Basalt. This model will provide individuals and families with private units, common space, and on-site case management and advocacy services for up to three months. Response has a purchase contract for a site adjacent to Highway 82 next to the Isberian Rug Company, which has great access to transportation and schools. Response envisions building a 6,000 square foot two-story building that can house 6-8 survivors and their children. They expect to serve 40-50 clients per year there

(not including children). Common spaces will include a large kitchen and living space, and outdoor play and gathering space for residents. Most of the shelter space will be on the second floor of the building. There will also be an attached garage with a caretaker unit above it (1,200sf). Response will also move its primary office to this complex in order to better serve the clients who are in residence and in the community. The office will house five - six staff and have a small conference room, client meeting rooms and other client resources. Response will still maintain a presence in Aspen to meet with clients during the day.

Response has currently raised $9.25 million from a wide range of sources. Pitkin County has donated $500,000 (two grants of $250,000 each) and Aspen has donated $250,000 (one grant of $150,000 and one grant of $100,000). In 2023 Snowmass Village donated $30,000 to this campaign.

Response is requesting that the Town of Snowmass Village consider a second contribution of $20,000 to the capital campaign. Both the TOSV Police Department and TOSV Housing Department work closely with Response and continue to attest to the importance of their work in our community.

FINANCIAL IMPACT:

This requested contribution is not included in the 2024 budget. Should the Council desire to participate, an additional appropriation would be needed. The timing of the appropriation would likely be Spring 2024. The recommended source of funds would be from the Town's marijuana and tobacco reserve fund. These respective taxes generated approximately $191,000 annually. $100,000 annually is earmarked to Pitkin County for mental health and homeless services. This reserve fund currently has a fund balance of $674,000.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

Regionalism
The Town is committed to being proactive and participating in regional approaches for topics that face the entire Roaring Fork Valley including, but not limited to, transportation, workforce housing, senior housing, recreation, and public health matters.

COUNCIL OPTIONS:

1. Direct staff to prepare an additional appropriation for $20,000
2. Direct staff to prepare and additional appropriation for a different amount
3. Take this request under advisement and consider it at a different date
4. Choose not to participate in the capital campaign

STAFF RECOMMENDATION:

It is the recommendation of Town Staff, that the Council:

Make a motion committing to and approving an additional $20,000 contribution to the Response Inc Capital Campaign and direct staff to prepare an additional appropriation later this spring to earmark the funds.

ATTACHMENTS:

A. Letter requesting funds

RESPONSE
the path out of domestic and sexual abuse

January 29, 2024

Dear Mayor Madsen and Council Members,

As you are aware, Response is in the process of building the first Domestic Abuse Center in the upper Roaring Fork Valley on Cody Lane in Basalt. We are very grateful to the Town of Snowmass Village for its early contribution of $30,000 to this project. Your contribution inspired the other municipalities on our region to join the campaign and we have now raised $740,000 from local governments. Our original estimated budget for the entire project in early 2023 was $7.7 million. That budget was based on preliminary architectural plans and construction costs from a third party estimator. We now have our final construction plans completed and have received final bids from all subcontractors we will be using for the project. The final budget has unfortunately risen to $9.75 million (see attached). As I am sure you have seen, this increase is consistent with many other local projects that have been in the planning stages over the last year.

We have currently raised $9.25 million from a wide range of sources from government grants to individuals (see attached donor list). Both Pitkin County and the City of Aspen have now given additional grants, beyond their initial contributions, to help us with this cost increase. Pitkin County first gave $250,000 to the project in August, and then awarded a second grant of $250,000 in the fourth quarter of 2023. The City of Aspen granted $150,000 in May and informally approved a second grant of $100,000 on their January 22nd work session which will be formally approved at their next Council meeting in February.

We respectfully request that the Town of Snowmass Village consider a second grant to this project of $20,000 to help us reach the finish line on this project. We broke ground for the Center in November and will begin pouring concrete for the foundation next week. Our construction schedule is on track for opening the doors of the Center for Hope and Healing in January of 2025, not a moment too soon for survivors in our community. Response currently houses survivors for up to three months in three apartments units that we own or rent around the valley, but this model cannot meet the growing need we are seeing. In 2022, we had to turn away 13 survivors just this year because these units were full and this year we have turned away 22 survivors seeking shelter!

The Center will meet an urgent need of survivors of domestic and sexual abuse. It will provide a new home for Response and a safe haven for our clients. The Center will provide services and shelter in a safe and welcoming location that will bring awareness to this issue in the valley. I look forward to answering any questions you may have about this project and our request. Response is grateful for all the ways that the City supports our work and survivors in our community.

Sincerely,

Shannon Meyer

BOARD OF DIRECTORS
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0405 CASTLE CREEK RD, SUITE 203, ASPEN, CO 81611 | RESPONSEHELPS.ORG | (970) 920-5357 | 24-HOUR HELP LINE (970) 925-SAFE

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:
March 4, 2024

AGENDA ITEM:
Discussion Regarding Requests the Town Council Received to Increase the Number of Mandatory Leash Zones

PRESENTED BY:
Brian Olson, Chief of Police
Clint Kinney, Town Manager

BACKGROUND:
In October 2023, the Town Council adopted Ordinances 7 & 10, updating the Town's leash laws and creating mandatory leash zones.

Ordinance 2023-7 updated existing code language mandating that dogs must be on a leash in areas accessible to the public, to permit dogs to be off leash within the Town so long as the dog is within control of the dog owner by other means; and designating areas where all dogs must be leashed.

Ordinance 2023-10 establishes those mandatory leash zones. The newly established mandatory leash zones are in the following locations:

- Rim Trail Area
- Base Village Area
- Village Mall Area
- Snowmass Center Area
- Fanny Hill Area
- Elk Camp Restaurant Recreation Area

Since adoption, the Town Council has received several letters requesting the expansion of the number of mandatory leash zones. Those letters and other feedback are attached for review, along with the adopted ordinances.

The Council did not set a specific process to review and consider requests for new leash zones. This agenda item / discussion is to provide direction to the Town Staff and the public regarding when and how the Council wants to consider these types of requests to add mandatory leash zones.

FINANCIAL IMPACT:

N/A

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

The Council adopted this ordinance in October 2023. This is an opportunity for continued feedback.

COUNCIL OPTIONS:

1. Direct staff to draft an ordinance for consideration that would expand the number of mandatory leash zones
2. Choose to wait for a period of time and consider changes at a later date.
3. Choose not to add additional leash zones.

STAFF RECOMMENDATION:

It is the recommendation of Town Staff:
That the Council NOT make any changes to the ordinance at this time. We recommend that this new law be in place for at least one year before any changes are considered or otherwise made.

TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL

ORDINANCE NO. 7
SERIES OF 2023

AN ORDINANCE AMENDING THE TOWN OF SNOWMASS VILLAGE MUNICIPAL CODE BY AMENDING SECTION 7-124 IN ARTICLE V OF CHAPTER 7 RELATED TO THE TOWN'S LEASH LAWS FOR DOGS

WHEREAS, The Town of Snowmass Village ("TOSV") is a home-rule municipality, duly organized and existing under the TOSV's Charter adopted pursuant to Article XX of the Constitution of the State of Colorado; and

WHEREAS, Section 3.3 of the TOSV's Charter confers upon Town Council the power to amend the TOSV Municipal Code; and

WHEREAS, The TOSV's Municipal Code prohibits dogs from being off leash in all areas within the TOSV; and

WHEREAS, Town Council has determined that it is appropriate to permit dogs to be off leash within the TOSV so long as the dog is within control of the dog owner by other means; and

WHEREAS, Town Council has determined that it is appropriate to designate areas within the TOSV where all dogs must be leashed; and

WHEREAS, Town Council wishes to amend the TOSV Code to permit dogs to be off leash in appropriate areas, as designated by Town Council; and

WHEREAS, Town Council finds that the adoption of this Ordinance is in the best interest of the TOSV.

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

1. Recitals. The foregoing recitals are incorporated herein as findings of the Town Council.

2. Text Amendments. TOSV Municipal Code **Sec. 7-124** is hereby repealed in its entirety and replaced with the following.

Sec. 7-124. Dogs; running at large.

(a) It shall be unlawful for any Dog Owner or person with care, custody or control of a Dog to permit a Dog to run at large within the Town.

(b) A Dog shall be considered under restraint and therefore not "at large" when:

a. The Dog is restrained by a leash, cord or chain no longer than ten (10) feet in length (and of sufficient strength to effectively restrain the Dog);
b. The Dog is confined within a vehicle, or other enclosure capable of restricting entry by other Dogs;
c. The Dog is confined by structural fencing (of sufficient height to effectively restrain the Dog) or invisible fencing system; or
d. The Dog Owner or person with care, custody, or control of the Dog has the ability to immediately and consistently control the Dog through the use of a leash, voice commands, visual commands such as hand gestures, or electronic commands, irrespective of circumstances, distractions or provocations, within a "circle of control," defined as an area within a 10-foot radius of the feet of the Dog Owner or person with care, custody, or control of the Dog.

(c) A Dog shall automatically be considered "at large" when:

a. The Dog is harassing any other person or animal;
b. The Dog Owner or person with custody, care, or control of the Dog fails to immediately and effectively control the Dog through the use of a leash, voice commands, visual commands such as hand gestures, or electronic commands, irrespective of circumstances, distractions or provocations, within the circle of control;
c. The Dog Owner or person with care, custody, or control of the Dog fails to carry an adequate leash for each Dog and sanitary dog waste bags while with the Dog;
d. The Dog Owner or person with care, custody, or control of the Dog fails to immediately pick up, remove and dispose of (in sanitary fashion) any and all animal litter attributable to such Dog;
e. In a mandatory leash zone established under Section 7-124(d), the Dog is not kept on a leash, cord or chain no longer than ten (10) feet in length (and of sufficient strength to effectively restrain the Dog); or
f. When a Dog enters the property of another person without authorization of that person.

(d) A "mandatory leash zone" is an area in Town in which a Dog must be kept

on a leash, cord or chain no longer than ten (10) feet in length (and of sufficient strength to effectively restrain the Dog). A mandatory leash zone shall be established as follows:

a. The Town Council may adopt an Ordinance sufficiently identifying such mandatory leash zone(s); or

b. The Town Manager or designee is authorized to establish a mandatory leash zone through adoption of a temporary rule sufficiently identifying such mandatory leash zone and which shall be effective upon posting of signs or similar notice on or near the property sufficiently identifying the mandatory leash zone.

(e) Owners of property legally accessible by the public may submit a written request to the Town Manager's office that such property be considered for designation as a mandatory leash zone by Town Council pursuant to Section 7-124(d). Any such request must accurately describe and depict the subject area, demonstrate that the property is eligible for consideration as a mandatory leash zone, provide proof of authority for the request, and other information reasonably requested by the Town. Town Staff shall review requests for designation as mandatory leash zones and may reject a request if it fails to meet the requirements of this Code. For eligible requests, Town Staff shall schedule a meeting for Town Council's consideration and provide a recommendation to Town Council. Requests for Town property, rights-of-way, and trails to be mandatory leash zone may only be initiated by Town Staff or Town Council.

(f) It shall not be a violation of this Section for a Dog Owner or person with custody, care or control of a Dog to permit such Dog to run at large on property belonging to, or rented by, such person.

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 August 7, 2023, upon a motion by Council Member Shenk, the second of Council Member Gustafson, and upon a vote of 4 in favor and 1 against.

READ, APPROVED AND ADOPTED as amended, by the Town Council of the Town of Snowmass Village on Second Reading on October 2nd, 2023, upon a motion by Council Member Shenk seconded by Council Member Gustafson, and upon a vote of 4 in favor and 1 against.
Roll Call Vote: Councilmember Shenk; Aye, Councilmember Marolt; Aye, Councilmember Fridstein; Nye, Councilmember Gustafson; Aye, Mayor Madsen; Aye.

TOWN OF SNOWMASS VILLAGE

Bill Madsen, Mayor

ATTEST:

Megan Harris Boucher, Town Clerk

APPROVED AS TO FORM:

Town Attorney

TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL

ORDINANCE NO. 10
SERIES OF 2023

AN ORDINANCE IDENTIFYING MANDATORY LEASH ZONES PURSUANT TO AMENDED MUNICIPAL CODE SECTION 7-124 RELATED TO THE TOWN'S LEASH LAWS FOR DOGS

WHEREAS, The Town of Snowmass Village ("TOSV") is a home-rule municipality, duly organized and existing under the TOSV's Charter adopted pursuant to Article XX of the Constitution of the State of Colorado;

WHEREAS, by Ordinance No. 7, Series of 2023, the Town Council amended Section 7-124 of the TOSV Municipal Code related to leash laws for dogs;

WHEREAS, pursuant to amended Section 7-124(d)(a), the Town Council wishes to designate and identify herein certain "mandatory leash zones," in which a Dog must be kept on a leash, cord or chain no longer than ten (10) feet in length and of sufficient strength to effectively restrain the Dog; and

WHEREAS, the Town Council finds that the adoption of this Ordinance is in the best interests of the TOSV.

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

1. Recitals. The foregoing recitals are incorporated herein as findings of the Town Council.

2. Mandatory Leash Zones. Pursuant to TOSV Municipal Code Sec. 7-124(a)(d), the Town Council hereby designates and identifies the following areas as mandatory leash zones in TOSV:

    1. Rim Trail Area, as identified in **Exhibit A**.
    2. Base Village Area, as identified in **Exhibit B**.
    3. Village Mall Area, as identified in **Exhibit C**.
    4. Snowmass Center Area, as identified in **Exhibit D**.
    5. Fanny Hill Area, as identified in **Exhibit E.**
    6. Elk Camp Restaurant Recreation Area, as identified in **Exhibit F.**
    7. Vista Trail Area, as identified in **Exhibit G.**

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 only become effective upon the approval of Ordinance No. 7, Series of 2023. Then, 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 September 18, 2023, upon a motion by Council Member Marolt, the second of Council Member Shenk, and upon a vote of 5 in favor and 0 against.

READ, APPROVED AND ADOPTED as amended, by the Town Council of the Town of Snowmass Village on Second Reading on October 2nd, 2023, upon a motion by Council Member Shenk, seconded by Council Member Gustafson, and upon a vote of 5 in favor and 0 against.
Roll Call Vote: Councilmember Shenk; Aye, Councilmember Marolt; Aye, Councilmember Fridstein; Aye, Councilmember Gustafson; Aye, Mayor Madsen; Aye.

TOWN OF SNOWMASS VILLAGE

Bill Madsen, Mayor

ATTEST:

Megan Harris Boucher, Town Clerk

APPROVED AS TO FORM:

Town Attorney

From: Clint Kinney
To: Megan Boucher
Subject: FW: Seasons 4 Condo Association: request for mandatory leash zone
Date: Thursday, February 29, 2024 12:16:20 PM
Attachments: 240130_seasons4_mandatoryleash.pdf

From: Clint Kinney <CKinney@tosv.com>
Sent: Wednesday, January 31, 2024 10:06 AM
To: Alyssa Shenk <AShenk@tosv.com>; Bill Madsen <BMadsen@tosv.com>; Britta Gustafson <bgustafson@tosv.com>; Susan Marolt <smarolt@tosv.com>; Tom Fridstein <tfridstein@tosv.com>
Cc: Brian Olson <BOlson@tosv.com>; Jeff Conklin <jjc@mountainlawfirm.com>; Megan Boucher <MBoucher@tosv.com>; Greg LeBlanc <gleblanc@tosv.com>
Subject: FW: Seasons 4 Condo Association: request for mandatory leash zone

FYI

From: Seasons 4 Manager <manager@seasons4snowmass.com>
Sent: Wednesday, January 31, 2024 9:15 AM
To: Clint Kinney <CKinney@tosv.com>
Cc: Sara Roseberry <sara.seasons4condo@gmail.com>
Subject: Seasons 4 Condo Association: request for mandatory leash zone

Hi Clint,

Please see attached for a formal request from Seasons 4 Condo Association to designate our property as a mandatory leash zone. Sara Roseberry, Seasons 4 board president, is also copied on this email.

Please let us know if you have any questions or ideally, once this is on the docket for Town Council.

Thank you,
Chris Council
970-379-4704

SEASONS 4
CONDOMINIUM ASSOCIATION

board@seasons4snowmass.com
www.seasons4snowmass.com

Date: January 30, 2024
To: Town of Snowmass Village Town Council
CC: Clint Kinney

Council Members,

In accordance with Ordinance 7-2023 Section 2(e) and pursuant to Section 7-124(d), the Seasons 4 Condominium Owners Association, Inc is requesting that the property of Seasons 4 be designated as a mandatory leash zone.

This request is in light of the following factors:

- The density of the Seasons 4 property, which includes 96 units situated among 16 buildings, including approximately 200 residents, 134 vehicles and 38 dogs.
- The TOSV shuttle services the Seasons 4 community, as well as other nearby community members, at a bus stop located on Seasons 4 property.
- The proximity of Seasons 4 to the bus stop on Brush Creek Rd as well as the tunnel under Brush Creek Rd, both accessed by stairs from the Seasons 4 community, which is used by Snowmass community members in addition to residents of Seasons 4.
- The proximity of Seasons 4 to the Woodbridge and Snowmass Mountain communities in conjunction with the Melton Ranch trail which connects to Seasons 4.
- The lack of sidewalks in the community combined with narrow streets and a high volume of traffic.
- The TOSV trash and recycling trucks utilize the narrow and busy road in Seasons 4 for trash collection, as well as to turn around in the Seasons 4 roundabout after making collections in Woodbridge.
- Advice of the Association's legal counsel, with the intent of protecting the Association from liability.

Please reference the attached map depicting a rough outline of the property boundary of Seasons 4 to be designated a mandatory leash zone.

SEASONS 4
CONDOMINIUM ASSOCIATION

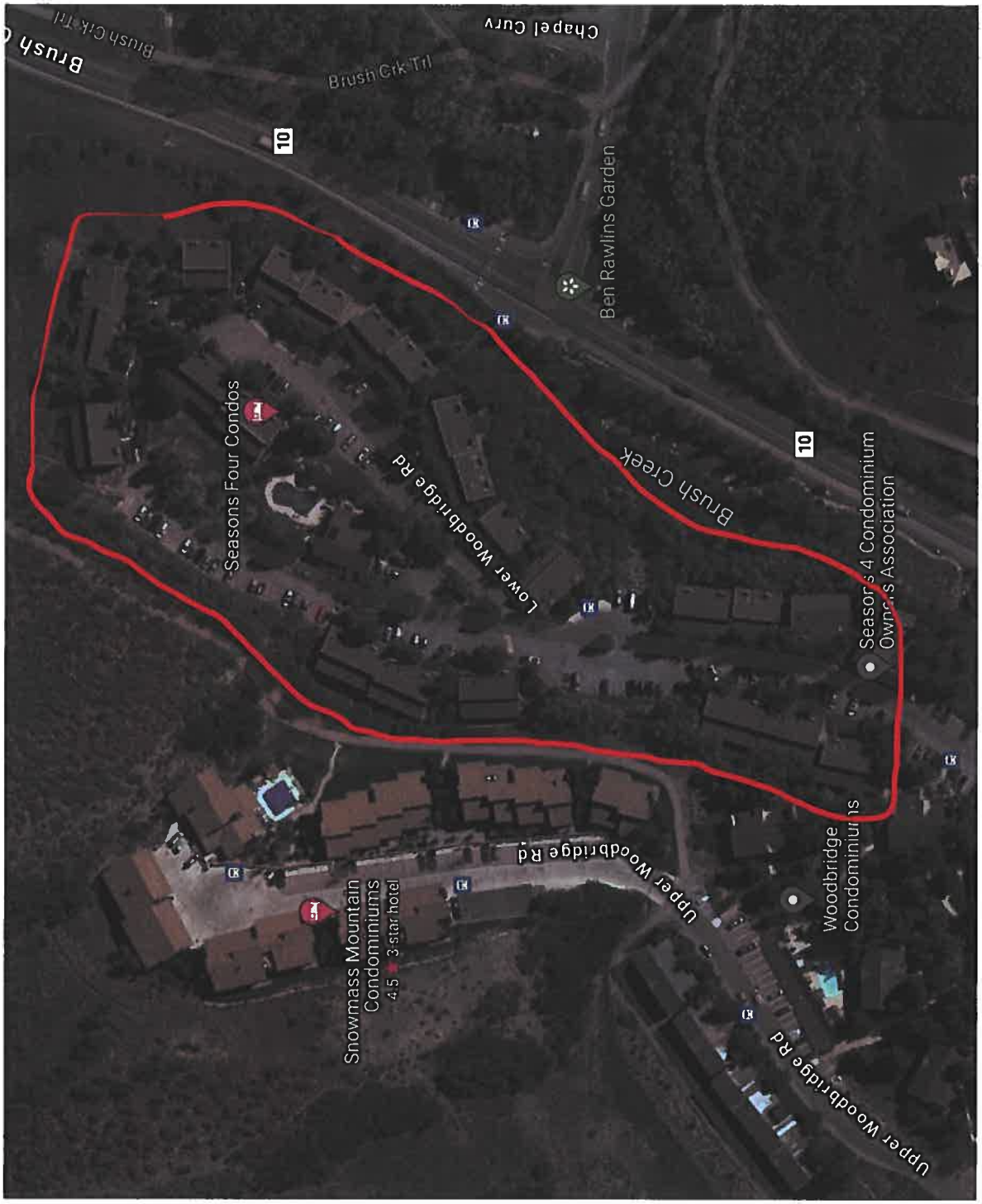
board@seasons4snowmass.com
www.seasons4snowmass.com

Proof of authority:

- At the January 10, 2024 Seasons 4 board meeting, a vote was held with 4 of 5 board members approving a resolution to adopt Seasons 4 as a mandatory leash zone in line with Ordinance 7-2023 and 10-2023. This is in conjunction with the existing pet policy that requires all dogs on property to be on a leash, found here:
  - https://seasons4condo.files.wordpress.com/2023/05/seasons-4-pet-policy_-may-8-2023.pdf
- Board minutes can be found here:
  - https://seasons4condo.files.wordpress.com/2024/01/240110_minutes.pdf
- Section 7.1 of the Seasons 4 Bylaws grants authority to the Board to adopt rules and regulations for the Association, found here:
  - https://seasons4condo.files.wordpress.com/2018/09/a-r-bylaws-final-9-20-18.pdf
- Section 7.17 of the Seasons 4 Declarations grants authority to the Board to adopt rules and regulations for the Association, found here:
  - https://seasons4condo.files.wordpress.com/2021/05/ar-declaration-recorded.pdf

Thank you for prompt consideration,

Sara Roseberry
President
Seasons 4 Condominium Owners Association


Brush Crk Trl
Chapel Curv
Brush Crk Trl
10
Ben Rawlins Garden
Seasons Four Condos
Lower Woodbridge Rd
Brush Creek
10
Seasons 4 Condominium Owners Association
Upper Woodbridge Rd
Snowmass Mountain Condominiums
4.5 3-star hotel
Woodbridge Condominiums
Upper Woodbridge Rd

From: James Gary
To: Snowmass Town Council
Subject: Seasons 4 Owner AGAINST mandatory leash law in our complex
Date: Thursday, February 29, 2024 10:36:34 AM

I understand the SMV Town Council will be reviewing a request from the Seasons 4 “Board” to assume control of our complex via the Mandatory Leash Law.

I , as an Owner, am vehemently AGAINST the SMV Police Department acquiring this “oversight”, not because I have any animosity against the SMVPD but because 1) it adds unnecessary workload to the SMVPD and 2) I believe that each HOA should “govern & police” their own complex, within the SMV Ordinances.

I am, in fact, VERY supportive of
the SMVPD, both the service they provide and the manner in which they provide it.

I urge the SMV Town Council to deny this request presented by the Seasons 4 “Board”, as the current “Board” represents a distinct and very small group of Owners. It is my opinion that this current ‘Board” is short lived, as this not the only bad decision they have made over the last 10 months.

Thank you for listening

James Gary, Owner S4 153

Sent from JGG iPhone

From: Susan Hirsch
To: Snowmass Town Council
Subject: Extending the Mandatory Leach ordinance coverage to include Seasons 4 Condominiums
Date: Thursday, February 29, 2024 11:28:56 AM

Greetings,

I'm writing to urge you not to grant the Season's 4 Board's request to include Seasons 4 Condominiums within your Mandatory Leash Ordinance policing coverage. The Board does not represent the majority of Seasons 4 owners, the Board vote to institute a mandatory leash law for Seasons 4 wasn't unanimous and only represents a few extreme members of our community.

I and most others believe that private property should "police" private property with our own rules and enforcement, and should only involve our police when we actually need help with real, actual and immediate safety issues.

The Mandatory Leash Law was established for areas where there is heavy public "traffic". Seasons 4 is private property with occasional neighbors walking their dogs across our upper parking lot to get to the Melton Ranch pathway. This scenario does not reflect the reason behind the Mandatory Leash ordinance.

Extending the Snowmass Mandatory Leash Ordinance coverage to include Seasons 4 would create an impossible precedent for the police department to fulfill. Asking and expecting our already stretched policy department to have to respond to every call about any dog off leash for any reason would be impossible for them to respond to, and an inappropriate use our our tax dollars.

What if other extremist HOA's see that Seasons 4 was included into your ordinance coverage and decided to seek the same coverage? You'd have to hire more police just to chase these phone calls.

It is impracticable and inappropriate for Seasons 4 to be deemed a Mandatory Leash area within Snowmass Village Ordinance coverage and policing. Please vote no to this request.

I thank you for for your time and efforts on all our behalf.

Respectfully, Susan Hirsch, a Snowmass and Seasons 4 resident

From: Bob Sullivan
To: Snowmass Town Council
Subject: Leash law
Date: Thursday, February 29, 2024 11:33:42 AM

I am a long time resident of seasons four and I am not in favor of a mandatory leash for Seasons Four. I support Brian Olson in not making Seasons Four a mandatory leash law in Seasons Four.
Robert C Sullivan
Seasons Four condo 160 owner

From: Seasons 4 Manager
To: Clint Kinney
Cc: Sara Roseberry; Megan Boucher; Brian Olson
Subject: Re: Seasons 4 Condo Association: request for mandatory leash zone
Date: Tuesday, February 27, 2024 10:17:49 AM

Sounds good, thanks Clint.

On Tue, Feb 27, 2024 at 9:56 AM Clint Kinney <CKinney@tosv.com> wrote:

> Thanks for the reminder and reaching out.
>
> I believe/ expect the Council is going to start a discussion on March 4 to begin reviewing the requests that have been received and advise on how they want to consider these requests.
>
> ---
>
> **From:** Seasons 4 Manager <manager@seasons4snowmass.com>
> **Sent:** Tuesday, February 27, 2024 9:50 AM
> **To:** Clint Kinney <CKinney@tosv.com>
> **Cc:** Sara Roseberry <sara.seasons4condo@gmail.com>
> **Subject:** Re: Seasons 4 Condo Association: request for mandatory leash zone
>
> Hi Clint,
>
> Do you have any updates for us on the timing of our request to get this in front of Council? We have a board meeting tomorrow night and were hoping to update the community.
>
> Thanks,
>
> Chris
>
> > On Jan 31, 2024, at 9:12 AM, Clint Kinney <CKinney@tosv.com> wrote:
> >
> > Hey Chris:
> >
> > I wanted to acknowledge receipt of this request.
> >
> > As we discussed previously, the change being requested would require that a new ordinance (law) be passed. The Council will take this request, and any

others we receive, under advisement as they set their upcoming meeting schedule. Because this existing ordinance is relatively new, I am unsure of the Council's willingness to make a change to the program this early in timeline.

That stated, I have forwarded your request for further consideration and feedback on timing.

Once we have a better understanding on timing, we will be sure to let you and your colleagues know.

Clint

From: Seasons 4 Manager <manager@seasons4snowmass.com>
Sent: Wednesday, January 31, 2024 9:15 AM
To: Clint Kinney <CKinney@tosv.com>
Cc: Sara Roseberry <sara.seasons4condo@gmail.com>
Subject: Seasons 4 Condo Association: request for mandatory leash zone

Hi Clint,

Please see attached for a formal request from Seasons 4 Condo Association to designate our property as a mandatory leash zone. Sara Roseberry, Seasons 4 board president, is also copied on this email.

Please let us know if you have any questions or ideally, once this is on the docket for Town Council.

Thank you,

Chris Council

970-379-4704

From: General Manager
To: Snowmass Town Council
Cc: Megan Boucher; Jeff Conklin; Esteban Ferrer; Don Conover
Subject: Country Club Townhomes Mandatory Leash Zone Application 1-30-2024
Date: Tuesday, January 30, 2024 9:35:30 AM
Attachments: image004.png
HOA-2017-Recorded-Plat.pdf
HOA Rules and Regulations 6-14-2023.pdf

Country Club Townhomes Corporation

(970) 309-1636 P.O. Box 6159

S
nowma
ss
Village
, CO
81615

January 30, 2024

-

Dear TOSV Council,

My Name is Michael Baker, I am General Manager of the Country Club Townhomes Association. We are a property consisting of 90 townhomes in the Village, spread over approximately 35 acres in the center of the Snowmass Club Golf Course.

Our Board of Managers, at its meeting of January 10, 2024, requested that I, on behalf of the Association, submit to the TOSV Council a request that it designate the Town roads that pass thru our community as a Mandatory Leash Zone, much along the lines of the six zones so designated per Ordinances 7 and 10 adopted on October 2, 2023.

The Town roads in question are parts of Snowmass Club Circle, St. Andrews Court, and Harleston Green Rd., as shown on the attached Plat.

The principal reasons for this request are as follows:

1. Our Owners are predominantly senior citizens; many in their 70s and 80s. Few own dogs, many are afraid of dogs, and some are allergic to dogs. The consequences to people of this age who are confronted, or merely approached by dogs looking for food, or just affection, can be unpleasant, startling and scary. If a larger dog is involved, the possibility of physical damage is real, with potentially devastating consequences.

2. The Association has had in place Rules that, for many years, have prohibited our Owners from having dogs off leash while walking on “Common Property”. Generally speaking, this is anywhere outside of the Units that comprise our community, or the lawns and spaces adjacent to the Town roads noted above. (***See Rule 2.5, attached.)*** It would be highly impractical to require our Owners to leash their dogs while on Common Property yet allow them to take dogs off leash while walking dogs on the Town roads in question,

which often are just inches away from the Association's lawns.

Our Board consistently has been rigorous in its enforcement of our leash Rule, and they believe that such enforcement has been significantly impaired by the new TOSV "no leash" law. Conversely, by making the Mandatory Leash Zone rules applicable to the roads that course through our community, enforcement of our Association's leash Rule would be greatly facilitated.

3. There should be little to no cost to the Town to create this seventh Mandatory Leash Zone. The Association already has had in place signs advising folks coming into our community to leash their dogs. We would be happy to pay for the creation, maintenance, and repair of additional signage to communicate that this has been designated another Mandatory Leash Zone by the Town. And we would be happy to work with the Town staff on that signage.

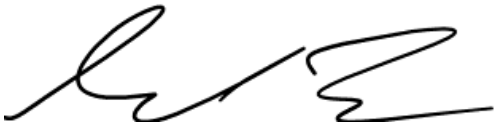
4. We don't see how designating our community a Mandatory Leash Zone, and more specifically, the portions of the Town roads shown on the attached Map, would create any kind of burden on the greater Snowmass Village community. The roads in question do experience a regular flow of vehicular traffic, including tradesmen's trucks, UPS and FedEx delivery trucks and the Village Route 3 Shuttle, which travels those roads every 15 minutes in Winter and every 30 minutes in Summer. And it is a cramped space, having no sidewalks, bike lanes, etc. In such a setting, dogs off leash create a special hazard. It is an almost completely enclosed circle; one way in and one way out.

   Pedestrians and their dogs, families with strollers and a constant flow of bikers consistently move through our community using the public roads. The combination of regular vehicular traffic and pedestrians with dogs creates inevitable near misses, which I have witnessed on a regular basis over my 23 years working in this community. We feel it is just a matter of time before there is a tragic accident. Having everyone's dog on a leash, with a mandatory designation, would certainly help prevent such a tragedy.

5. With respect to our Owners, our Association would assume primary responsibility for enforcing the leash requirements applicable to this newly created Zone. We would amend our Rule 2.5 accordingly. Therefore, there rarely, if ever, would be a need to involve the Snowmass Village Police Department in enforcing the leash requirements applicable to our special Zone. This is not the case with the six currently designated Leash Zones.

For the above reasons, the Association would appreciate your serious consideration of this request. If you have any questions, or need any clarification or additional information, please feel free to contact me.

Thank you,



_____

Michael Baker, General Manager
970-309-1636
Cc: Donald Conover, Association President

RULES
OF COUNTRY CLUB TOWNHOMES CORPORATION
SNOWMASS VILLAGE, COLORADO
Adopted by the CCTH Board November 2019
Amended June 14, 2023

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RULES
OF COUNTRY CLUB TOWNHOMES CORPORATION
SNOWMASS VILLAGE, COLORADO
Adopted by the CCTH Board June 14, 2023

Most of these "Rules" were suggested or requested by current or past "Unit Owners" of Country Club Townhomes Corporation ("CCTH"). Many of the Rules are specifically stated in the recorded Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Country Club Townhomes ("Declaration"). The Declaration and the CCTH Restated Bylaws ("Bylaws") give specific power to the Board of Managers ("Board") to make and enforce these Rules in an effort to further promote and protect the value, desirability, and attractiveness of CCTH property.

"General Common Areas" means all real and personal property owned by CCTH for the use of all owners, such as green spaces, parking areas, maintenance building, and utility closets. "Limited Common Areas" means property owned by the Association reserved for use by fewer than all the Unit Owners and generally applies to property which is contiguous to a unit and designated for use by that unit only: for example, but not limited to, decks, walkways, and gardens leading into units. ***For a more extensive legal description of these terms, legally known as General Common Elements and Limited Common Elements, Unit Owners should refer to the "Declaration"***. ***Unit Owners will find these Rules, plus attachments, as well as the Declaration and Bylaws, on the CCTH website***. (If a Unit Owner wants to look at references to these Rules in the CCTH Declaration or Bylaws, the Unit Owner may use the parenthetical references following applicable paragraphs below.)

1. ARCHITECTURAL/LANDSCAPE DESIGN GUIDELINES FOR EXTERIOR CHANGES TO UNITS AND FOR LANDSCAPING CHANGES TO GENERAL AND LIMITED COMMON AREAS

1.1 Architectural/Landscape Design Guidelines. No changes may be made to the exterior of any unit or adjacent Limited Common Area, or to landscaping in General or Limited Common Areas, without prior written approval from the Board. ***The Board has adopted Architectural/Landscape Design Guidelines, available on the website www.sccth.com;*** and the Board, or its appointed committee, will fairly, in accordance with its interpretation of these Guidelines, enforce these Guidelines. A Unit Owner must apply in writing, as outlined in the Guidelines.

2. RESTRICTIONS ON USE OF THE PROPERTY.

2.1 Single family residence only. Each Unit is limited to occupancy by a single family, defined as a group of individuals living together as a single, noncommercial household, sharing a kitchen and dining area, with total occupancy not exceeding two persons per bedroom. No part of any Unit shall be used for any purpose except housing and the common purposes for which the Unit was designed.

2.2 *Unit Owners and guests*. These Rules apply to Unit Owners, to their families, tenants, employees, agents, visitors, and to any guests, invitees or licensees of the Unit Owner. The Unit Owners shall comply with all the Rules governing the buildings, decks, driveways, recreational areas, grounds, parking areas, and any other appurtenances to the General or Limited Common Areas of CCTH. When in General or Limited Common Areas, all minors of Unit Owners and guests must be under parental or responsible guardian supervision at all times and shall not make objectionable loud noise, play, or trespass on other Limited Common Areas. Each Owner shall incorporate these Rules into any lease by reference, and a copy shall be appended to the lease. Any revisions to these Rules shall be promptly delivered to such Owner's tenant(s).

2.3 *Business or professional occupations*. No industry, business, or trade (including a not for profit enterprise) will be permitted to be domiciled in a Unit or run from a Unit. Professional and administrative functions are allowed provided such practice is incidental to the primary use of the Unit as a residence, and provided no external evidence of business practice is visible to the neighbors. Signs or advertising shall not be displayed in windows or in the General or Limited Common Areas.

2.4 *Pet ownership*. Only Unit Owners may keep pets in the Unit , which pets must be of the type customarily considered "household" pets and which may not exceed two per Unit, in each case unless prior written consent is given by both the Board and by other Owners of Units in the same pod. No renters, guests, employees, contract workers, or other visitors may have pets on the property of the Unit or in General or Limited Common Areas. No wild animals, reptiles, or pets of any kind shall be raised or bred in a Unit.

2.5 *Pets on leashes and pick-up of waste*. No pets are allowed on CCTH Common Areas unless on a leash, and all pets must be on a leash at all times. Pets may not be tethered, chained, or otherwise restrained on any of the Unit decks or the Common Areas, and an owner may not allow any pet to become a nuisance or to trespass on Limited Common Areas of any other Unit Owner. Dog owners must promptly pick up their dog waste and put it in designated dog waste receptacles placed throughout the townhome areas. The Declaration specifies that any damage caused by a pet to CCTH General Common Area landscaping must be repaired at the Unit Owner's expense. In the case of excessive, repetitive, or intentional violations of this rule, special action taken by the Board pursuant to Rule 4.9(c) may include removal of the pet.

2.6 *Noise*. No Unit Owner, tenant, or guest will make or permit any disturbing noises on the property. No Unit Owner, tenant, or guest will play, or allow to be played, any musical instrument, or operate or allow to be operated any electronic entertainment device, at such high volume that it will cause unreasonable disturbances to neighbors.

2.7 *Noxious odors or offensive activity*. No Unit Owner, tenants, or guest shall cause, or allow to be caused, noxious odors or offensive activity that may disturb neighbors.

2.8 *Restriction on use of charcoal barbecue grills.* For fire safety and insurance concerns, charcoal barbecue grills are prohibited on upper decks. Charcoal barbecue grills must be placed ten feet away from any building components having combustible construction, and Unit Owners need to use common grill safety measures. Gas grills are allowed on upper and lower decks.

2.9 *Parking, use of garages, and storage.*

(a) *Unit Owner's parking spaces*. Each Unit Owner has permanent parking available inside the Unit Owner's garage and the area immediately outside the garage. All other parking spaces are "open parking" and not for permanent use by anyone. No Unit Owner may conduct major repairs or restorations of a vehicle in any parking spaces. All vehicles must have current license plates, and no parked vehicles may be covered, even temporarily, by tarps. No vehicle with a "For Sale" sign attached may be parked in the CCTH property. The Unit Owner will be responsible for instructing guests, tenants, employees, and other invitees not to block sidewalks, neighbors' garages, or driveways; and CCTH shall be held harmless for damages or losses as a result of illegal parking.

(b) *Garages*. In order to minimize the use of other parking within the Community, any Owner with one or more motor vehicles parked in the Community must park one motor vehicle in the Owner's garage. An Owner may not convert all or any part of a garage into living area.

(c) *Inoperable or commercial vehicles*. No inoperable (or unlicensed) vehicle or large commercial-type vehicle may be parked in a Unit Owner's permanent spaces or in open parking areas. No parking of trailers, campers, camper-type vehicles, snow mobiles, buses, boats, or motor homes will be allowed for more than one week. This Rule does not apply to commercial vehicles related to approved current construction projects or to emergency vehicles under 10,000 pounds Gross Vehicle Weight Rating.

(d) *Storage containers*. Large portable storage units or mobile storage containers may not be parked for more than one week in CCTH driveways or on any other General or Limited Common Areas.

(e) *Right to tow*. Vehicles in violation of these Rules may be towed at Unit Owner's risk and expense.

2.10 Rental of units. The Rental Policy adopted November 1, 2019, and as amended on June 14, 2023, has set a uniform policy for all units. Unit Owners will comply with the Rental Restrictions outlined in Attachment A. The Board enforces all Rental Restriction policies.

3. APPEARANCE OF COMMON AREAS

3.1 Garbage and trash. All garbage and trash must be placed in the trash receptacles at the CCTH Maintenance Building, and no garbage or trash may be placed outside the receptacles or elsewhere in the Common Areas. No garbage cans, containers, or bags of any kind may be placed outside for pick-up or collection. No paint cans or old appliances of any kind may be dumped into the trash receptacles. Unit Owner should contact Snowmass Village Public Works Department (970-923-5110) or the Operations Manager (970-309-1636 or maintenance@sccth.com) for advice on proper disposal of these items.

3.2 Utility/maintenance closets in each building. Utility closets housing electrical, heat tape controls, cable, and telephone equipment, were designed and intended solely for these purposes; and the closets must be kept clear for access by service and utility company employees as well as CCTH maintenance staff. No Unit Owner or contractor may store material or personal property of any kind in these CCTH closets, and anything found in the closets is subject to being removed and discarded without notice. Any damage to the utility/maintenance equipment in these closets will be assessed to the Unit Owner or contractor causing the damage.

3.3 Television dishes, antennas, and other media technical equipment. The placement of television dishes or other media technical equipment must comply with the CCTH Architectural/Landscape Design Guidelines. Dishes or other media technical or electrical equipment must fully comply with the rules of the Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by dishes, antennas, or other electrical equipment in such Unit.

3.4 Exterior blinds, shades, awnings. Unit Owners must have prior written approval of the Board before attaching anything to the buildings, and exterior blinds, shades, screens, awnings, or canopies must be compatible with the exterior color of the buildings.

3.5 No nails, screws, or other holes in exterior of Unit. No Unit Owner may make holes in the siding, stucco, or posts to attach, hang, or display anything on the exterior of a Unit, with the exception of an American flag, or U.S. Service flag mount. This Rule applies to signs, flood lights, rugs, decorative flags or banners, clothes lines, shutters, television dishes, or

other similar items. A flag mount may be attached for a single American or U.S. Service flag but may never be mounted on stucco. Flag mounts should be attached to a timber rather than making a hole in the siding. Any American or U.S. Service flag on display must be respectfully maintained. (Colorado state law provides that homeowner associations must allow the American flag and U.S. Service flag to be displayed at appropriate times.)

3.6 *Sign restrictions*. No signs or advertising may be displayed visible to the public without prior written consent of the Board.

3.7 *Draperies or window coverings*. Interior window coverings, or at least their linings, visible to the public, must be compatible with the exterior color of the buildings.

3.8 *Holiday lights and other decorations*. No holiday lights or decorations, other than wreaths or similar items, may be attached to the exterior siding, stucco, or any other exterior surface. No Christmas figures or animal "sculptures" outlined in lights may be placed on Units or in Common Areas. White, non-blinking lights may be used to decorate trees and wreaths. The Town of Snowmass requires that all such lights be turned off by 11:00 p.m.

3.9 *Outdoor play equipment*. Basketball hoops, swing sets, or other play equipment may not be left out overnight on decks, driveways or in any Common or Limited Common Areas.

3.10 *State of repair and cleanliness*. Each Unit Owner will keep the Unit and adjacent Limited Common Areas in good repair and clean.

3.11 *Bears attracted by birdfeeders/grills*. Unit Owners need to be aware that birdfeeders and grills not cleaned after use have attracted bears to CCTH. If any CCTH Unit is damaged by a bear attracted by birdfeeders or grills, the Unit Owner responsible will be charged for repairs to CCTH property. Unit Owners should keep their lower level doors and windows locked to prevent damage to interiors.

4. GENERAL ADMINISTRATIVE RULES

4.1 *Amendments*. These Rules may be amended from time to time by resolution of the Board of Managers. Unit Owners may comment on the Rules and suggest changes or additions.

4.2 *Right of entry into Units by CCTH employees*. The Declaration specifically gives CCTH employees the right to enter a Unit, whether or not the Unit Owner is present, to tend to emergency situations or to perform necessary maintenance. Entry may be made without prior approval of the Unit Owner, but requests for entry will be made in advance, except in emergencies, and at a reasonable time.

4.3 *No solicitations*. No solicitations from anyone will be allowed.

4.4 *Personal property liability*. Any personal property placed outside a Unit, including in garages, or on Common Areas or in any appurtenant place, is the sole responsibility of the Unit Owner, and CCTH shall in no event be liable for the loss, destruction, theft, or damage to that personal property.

4.5 *Property and fire insurance liability*. Nothing shall be done or kept in any of the General Common or Limited Common Areas which will increase the rate of CCTH property or fire insurance or result in the cancellation of CCTH insurance on the building or its contents. No Unit Owner shall allow public laws, ordinances, or regulations to be violated. No gasoline or other explosive or flammable material (which shall not include commercially available propane tanks customarily used for outdoor deck or patio heating lamps, or for grills) may be kept in any Unit or Limited Common Area. For other insurance-related matters, Unit Owners are referred to the HOA All Insurance Info on the sccth.com website.

4.6 *Payment and Collection of Assessments*.

(a) Regular assessments are due and payable to the Association quarterly on June 1, September 1, December 1, and March 1. Regular assessments are considered past due and delinquent if not paid on the due date (or on the first business day thereafter if the due date is a banking holiday or weekend). All other assessments must be paid within 30 days after the date of an invoice or they will be considered past due and delinquent.

(b) When an account becomes delinquent, a late fee of $100 will be imposed; thereafter, a late fee of $150 will be imposed on the 1st day of every month that the account remains delinquent.

(c) The Association imposes the lesser of 8% per annum or the maximum rate allowed by law on the unpaid balance of a delinquent owner's account.

(d) An Owner shall be assessed a returned-check charge of $100 in the event any check or other instrument attributable to or payable for the benefit of such owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law on all returned checks or other forms of payment that are partially or fully dishonored or rejected.

(e) *Notice of Delinquency.*

i. Prior to turning over an owner's delinquent account to a collection agency or referring it to an attorney for legal action, the Association shall send the Unit Owner notice of delinquency stating: (a) the total amount due, with an accounting of how the total was determined; (b) whether the opportunity to enter into a payment plan exists and instructions for contacting the Association to enter into a payment plan; (c) the name and contact information for the individual the Unit Owner may contact to request a copy of the Unit Owner's ledger in order to verify the amount of the debt; and (d) that action is required to cure the delinquency and that failure to do so within the Cure Period (defined below) may result in the Unit Owner's delinquent account being turned over to a collection agency, a lawsuit being filed against the owner, the filing and foreclosure of a lien against the Unit Owner's property, or other remedies available under Colorado law.

ii. The notice must specify whether the delinquency concerns unpaid assessments; unpaid fines, fees, or charges; or both unpaid assessments and unpaid fines, fees, or charges; and, if the notice of delinquency concerns unpaid assessments, the notice must notify the Unit Owner that unpaid assessments may lead to foreclosure.

iii. The notice must include a description of the steps the Association must take before the Association may take legal action against the Unit Owner, including a description of the Association's cure process, and a description of what legal action the Association may take against the Unit Owner, including a description of the types of matters that the Association or Unit Owner may take to small claims court, including injunctive matters for which the Association seeks an order requiring the Unit Owner to comply with the governing documents.

iv. The notice of delinquency will be sent by certified mail, return receipt requested, and the notice will be physically posted at the owner's Townhome. In addition, the Association will contact the Owner by one of the following methods: (i) first-class mail; (ii) text message to a cellular number that the Association has on file because the Owner has provided the cellular number to the Association; (iii) or Email to an Email address that the Association has on file because the Owner has provided the Email

address to the Association. *Note: if the Owner has not provided a mailing address or if the address the Association has on file does not receive U.S. Mail, the Association will use the Owner's address as shown in the Assessor's records for mailing notice by certified or first-class mail.*

v. An owner may notify the Association if the owner prefers that correspondence and notices be made in a language other than English, in which case correspondence and notices must be sent in English and the Owner's preferred language.

(f) *Cure Period.* Upon delivering a Notice of Delinquency, the Association grants the Owner two consecutive 30-day periods to cure the delinquency (the "Cure Period").

(g) *Record of Contact.* The Association will maintain a record of all contacts with the Owner, including the type of communication used to contact the Owner and the date and time contact was made, including any contact by the Association manager or property management company.

(h) *Designated Person for Receiving Notices.* An Owner may identify another person to serve as a designated contact for the Owner for receiving notices of delinquency by emailing or mailing a written notice to the Board Secretary that references this Section 4.6(f) and includes the name, mailing address for U.S. Mail, email address, and phone number of the designated contact. In the event an Owner has identified a designated contact, the Association will send the designated contact and the Owner the same correspondence and notices by certified mail, return receipt requested, except that the correspondence and notices sent to Owner must be in the Owner's preferred language (or English if none is specified).

(i) After first complying with the Notice of Delinquency requirements in subsection (e) of this Section, and if the Owner fails to cure the delinquency within the Cure Period, referral to a collection agency or attorney may occur only after a majority of the Board votes to refer to the matter to a collection agency or attorney in a recorded vote at a meeting held in an executive or closed session. The affected Owner may request the results of any vote taken at the executive session.

(j) Notwithstanding any contrary provision and before the Association can commence a legal action to initiate a foreclosure proceeding based on delinquent assessments, if a delinquent owner has not previously entered into a payment plan with the Association (or is not otherwise exempted pursuant to C.R.S. § 38-33.3-316.3), a delinquent owner is entitled to enter into a payment plan, subject to the following terms and conditions:

1. The Association will provide a written offer to enter into a repayment plan (if the Owner is not exempted) that authorizes the Owner to repay the debt in monthly installments over 18 months. The Owner will be given the opportunity to choose the amount to be paid each month, so long as each payment is at least 25 dollars until the balance of the amount owed is less than 25 dollars.

2. Interest will continue to accrue on the delinquent balance during the repayment period unless otherwise agreed and the delinquent Owner must timely pay all current assessments during the repayment period. Owner may pay the delinquent balance at any time during the duration of the repayment plan.

3. If the Owner declines the repayment plan within 30 days of the Association's written offer (a failure to accept a repayment plan within 30 days shall be deemed Owner's declination), or if the Owner fails to pay three or more monthly installments within fifteen days after the monthly installments were due or if the Owner fails to pay regular assessments as they come due, the Association may pursue legal action (including commencing an action to initiate foreclosure proceedings)

(k) Payments received by the Association from a delinquent Owner shall be applied on the delinquent account in the following order (regardless of inscriptions or notations on the front of the check): (a) past due regular and special assessments, (b) currently due regular and special assessments, (c) attorney fees, legal fees and costs incurred for collection of assessments or for owner's failure to comply with provisions of the Association's Governing Documents, including lien fees; (d) fines, late charges and interest; and (e) returned check charges, and other costs owing or incurred with respect to such Owner pursuant to the Governing

Documents or Colorado statutes. *Checks containing a restrictive endorsement on the back will be returned to the owner and the amount tendered shall be considered unpaid.*

(l) The Association may only foreclose on an assessment lien if:

1. The balance of the assessments and charges secured by its lien equals or exceeds six months of common expense assessments based on a periodic budget adopted by the Association; and

2. The Board has formally resolved, by a recorded vote, to authorize the filing of a legal action against the specific unit on an individual basis, at a meeting held in a closed or executive session. (The Board may not delegate its duty to act under this section to any attorney, insurer, manager, or other person, and any legal action filed without evidence of the recorded vote authorizing the action must be dismissed.)

3. The Association may not foreclose on an assessment lien if the debt securing the lien consists only of one or more of the following: (i) fines, or (ii) collection costs and/or attorney fees that the Association has incurred and that are only associated with assessed fines.

4. If a Townhome has been foreclosed, a member of the Board, an employee of the Association's management company representing the Association, an employee of a law firm representing the Association, or an immediate family member, as defined in C.R.S. Section 2-4-401(3.7), of any such Board member, Association management company employee, or law firm employee may not purchase the foreclosed Townhome at the foreclosure sale.

(m) On a monthly basis and by first-class mail and, if the Association has the relevant e-mail address, by e-mail, the Association shall send to each Unit Owner who has any outstanding balance owed the Association an itemized list of all assessments, fines, fees, and charges that the Unit Owner owes to the Association. The Association shall send the itemized list to the Unit Owner in English or in any language for which the Unit Owner has indicated

a preference for correspondence and notices pursuant to subsection (f) of this section and to any designated contact for the Unit Owner.

(n) Nothing in these collection policies shall require the Board to take specific actions at a specific time but the Board shall not take any action in less than the time stated herein for a particular action. The Board has the option and right to continue to evaluate each delinquency on a case-by-case basis.

(o) The Board shall suspend the voting privileges of any member who has been delinquent for more than sixty (60) consecutive days, excepting from that period any member who has been granted and is in conformance with the terms of a payment plan.

(p) Unit Owners may arrange to make quarterly assessments automatically though internet banking services. Payments paid electronically must arrive at CCTH on or before the due date. Assessments cannot be paid with credit cards.

4.7 Complaints procedure regarding management. All complaints regarding the management of CCTH shall be made in writing to any member of the Board of Managers. No Unit Owner shall direct, supervise, or in any manner attempt to assert control over or request favors of any CCTH employee or Board member.

4.8 Compliance with these Rules and complaints procedure for noncompliance. These Rules are published on the CCTH website, and Unit Owners and guests or renters are politely reminded to comply. The CCTH "Declaration" and Restated Bylaws do, however, give the Board the authority to direct actions to be taken and to impose fines. The Board's enforcement action shall reasonably conform to the following guidelines:

(a) Association Enforcement. The Association shall have the right to enforce any provision of the covenants, rules, and regulations in any appropriate and legal manner, including enforcement proceedings in a court of competent jurisdiction and revoking member privileges of the offending member.

Except for violations that the Board reasonably determines are a threat to the public safety or health (covered in subsection (c), below), Board action hereunder shall require ten days' notice to the offending member that a meeting of the Board will be convened to determine whether a violation has occurred, and

providing the member the opportunity to present a written or oral defense, except that non-payment of assessments may be conclusively determined by a statement from the Treasurer or the Association's accounting agent. The notice shall include a brief description of the nature of the alleged violation and the action(s) required to cure the alleged violation and the interval upon which fines may be levied for violations that are continuing in nature. The notice shall be delivered in accordance with the notice provisions in Section 4.6(e).

The Board members convened to determine if a violation has occurred must not have any direct personal or financial interest in the outcome (a "Conflict of Interest"), meaning that the person will not, as a result of the outcome, receive any greater benefit or detriment than will the general membership of the Association. In the event a Conflict of Interest exists, the Board Member(s) with a Conflict of Interest shall disclose to the Board the Conflict of Interest and he or she shall not participate in the discussion of or voting on the alleged violation. These Conflict of Interest rules shall be periodically reviewed by the Board.

If the Association reasonably determines that an Owner committed a violation of the declaration, bylaws, or other governing documents of the Association, other than a violation that threatens the public safety or health, the Association shall, through certified mail, return receipt requested, provide the Owner written notice, in English and in any language that the Owner has indicated a preference for correspondence and notices pursuant to Section 4.6(e), of the violation informing the Owner that the Owner has thirty days to cure the violation or the Association, after conducting an inspection and determining that the Owner has not cured the violation, may fine the Owner; however, the total amount of fines imposed for the violation may not exceed five hundred dollars.

The Association shall grant an Owner two consecutive thirty-day periods to cure a violation before the Association may take legal action against the Owner for the violation.

If the Owner cures the violation within the Cure Period afforded the Owner, the Owner may notify the Association of the cure and,

if the Owner sends with the notice visual evidence that the violation has been cured, the violation is deemed cured on the date that the Owner sends the notice. If the Owner's notice does not include visual evidence that the violation has been cured, the Association shall inspect the unit as soon as practicable to determine if the violation has been cured.

If the Association does not receive notice from the Unit Owner that the violation has been cured, the Association shall inspect the unit within seven days after the expiration of the thirty-day cure period to determine if the violation has been cured. If, after the inspection and whether or not the Association received notice from the Unit Owner that the violation was cured, the Association determines that the violation has not been cured: (i) a second thirty-day period to cure commences if only one thirty-day period to cure has elapsed; or (ii) the Association may take legal action pursuant to this section if two thirty-day periods to cure have elapsed.

Once the Unit Owner cures a violation, the Association shall notify the Unit Owner, in English and in any language that the Unit Owner has indicated a preference for correspondence and notices pursuant to subsection 4.6(f): (i) that the Unit Owner will not be further fined with regard to the violation; and (ii) of any outstanding fine balance that the Unit Owner still owes the Association.

(b) Complaints of Owner Violations. Any member may submit a complaint to the Board, in writing, stating the complaining member's name, the member accused of the violation, the alleged violation, and the specific acts of the accused member that lead to the complaint. The Association shall notify the member subject to investigation of the complaint and, where not unreasonable or inappropriate considering the nature of the complaint, the name of the member making the complaint. The Board shall review the complaint and may refer the matter to the Operations manager and/or legal counsel for further investigation before the Board renders a final decision. If no decision is rendered within thirty (30) days, the complaint shall be dropped. If the complaint is determined to have merit, the Board shall

handle the violation in accordance with subsection (a), providing ten days' notice and an opportunity to present a defense.

(c) Violations that threaten public safety or health. With respect to any violation of the declaration, bylaws, covenants, or other governing documents of an Association that the Association reasonably determines threatens the public safety or health, the Association shall provide the Unit Owner written notice, in English and in any language that the Unit Owner has indicated a preference for correspondence and notices pursuant to subsection 4.6(e), of the violation informing the Owner that the Owner has seventy-two hours to cure the violation or the Association may fine the Owner.

If, after an inspection of the Townhome, the Association determines that the Owner has not cured the violation within seventy-two hours after receiving the notice, the Association may impose fines on the Owner every other day and may take legal action against the Owner for the violation, except that the Association shall not pursue foreclosure against the Owner based solely on fines owed.

(d) No Waiver. For any violation of the covenants, rules, and regulations, the Association need not act with respect to an alleged or actual violation of the declaration, bylaws, or rules if the Board, acting with due care, in good faith, and without a conflict of interest, concludes that a response to the violation would be impractical or excessively expensive compared to the benefit conferred. The Association's failure to act on any one occasion does not affect its right to enforce or not enforce those instruments on another occasion.

4.9 Fines for noncompliance with these Rules. The Board may impose fines against the offending Unit Owner as follows:

(a) First offense: fine of up to $500, as determined by the Board.
(b) Second (of same) offense: another fine of up to $500 as reasonably determined by the Board; provided the total fines for the same offense may not exceed $500.
(c) Third (of same) offense: special action by the Board

4.10 *Alternative Dispute Resolution – Disputes between Owner and Association or Board Member.*

(a) Alternative Dispute Resolution (ADR) shall mean negotiation and non-binding mediation overseen by a neutral third party ADR professional, as further described below.

(b) The claims subject to ADR, which shall be a condition precedent to the filing of any lawsuit for the resolution of any claim(s), shall include any demand, grievance, or dispute relating to:

1. The interpretation, application, or enforcement of the Association's governing documents;

2. The rights, obligations, and duties of any officer, Board member, or Association member, under the Association's governing documents.

(c) The following shall not be considered claims subject to ADR unless all parties to the matter otherwise agree to submit the matter to ADR:

1. Any suit by the Association to collect assessments or other amounts due from any member;

2. Any suit by the Association to obtain a temporary restraining order or emergency equitable relief and such ancillary relief as the court may deem necessary to maintain the status quo and preserve the Association's ability to enforce the provisions of the Declaration concerning use restrictions and property rights of owners;

3. Any suit between members of the Association, which suit does not include the Association as a party, provided such suit asserts a claim which would constitute a cause of action independent of the Association's governing documents;

4. Any suit in which any indispensable party is not a member of the Association, a member of the Board, or an officer of the Association; and

5. Any suit as to which any applicable statute of limitations would expire within 180 days after giving the notice required to initiate ADR, as set forth below, unless the party against whom the claim is made agrees to toll the statute of limitations as to such claim for a period reasonably necessary to comply with ADR.

(d) Any party asserting a claim hereunder shall give written notice to each other party and to the Board stating plainly and concisely the nature of the claim and each party's role in the claim, the basis of the claim, and the remedy sought. Any writing that complies with the foregoing shall, upon delivery to all other parties, be a "Notice of Claim".

(e) The claimant and all other parties shall make every reasonable effort to meet in person within thirty (30) days of the Notice of Claim and to confer for the purpose of resolving the claim by good faith negotiation. Any or all of the parties may bring legal representation.

(f) If the parties have not resolved the claim(s) through negotiation within thirty (30) days of the Notice of Claim, the claimant shall have thirty (30) additional days to submit the claim to mediation with an entity designated by the Association or, if the Association is a party to the claim, to an independent agency providing dispute resolution services in the Roaring Fork Valley. The claimant shall provide the mediator with the contact information of the other parties and the mediator shall schedule the mediation after conferring with all parties as to an acceptable date and time. If the claimant fails to submit the claim to mediation within the time required hereunder, or does not appear for the mediation when scheduled, the claimant shall be deemed to have waived the claims, and the other parties shall be

relieved of any and all liability to the claimant on account of the claim.

(g) Each party shall bear its own costs of mediation, including attorney's fees, and each party shall share equally all fees charged by the mediator. Upon request by any of the parties, the mediator shall be authorized to shift the burden of the costs of mediation and the mediator to the claimant if the mediator determines that the claimant's claim(s) were substantially frivolous or groundless.

THESE RULES were adopted by the Country Club Townhomes Corporation Board of Managers June 14, 2023. This document supersedes all past Rules and Regulations.

ATTACHMENT A

COUNTRY CLUB TOWNHOMES HOMEOWNERS' ASSOCIATION

Rental Policy

(Adopted November 1, 2019 and Amended June 14, 2023)

- From and after November 1, 2019, Units may be rented out: (i) for periods of not less than three months at a time in any twelve months; and (ii) for one period of up to two weeks, which period must fall within the timeframe of December 15 to January 15.
- Devices or artifices, including but not limited to lease backs, subleases, below market rental rates, and leases to entities designed to facilitate turnover of occupants, whose purpose clearly is to circumvent the application of any minimum rental period requirement, will be in violation of this Rental Policy.
- Each lease agreement or arrangement governing rental of a Unit must provide an acknowledgement by the applicable tenants that they were provided a copy of or electronic access to this Rental Policy, the Declaration, and any rules or regulations promulgated by the Board (collectively, the "Governing Documents") prior to executing the lease, as well as the tenant(s)' agreement to comply with the Governing Documents. Acceptable sample clauses for both an Owner acknowledgement and a Tenant acknowledgement are attached to this Rental Policy.
- Prior to the commencement of each rental, a copy of the signed lease agreement must be provided to Mike Baker, the Association's General Manager, together with a list of all occupants.
- Tenants must comply with the Governing Documents, including any rules or regulations that apply exclusively to Tenants. These rules include, without limitation:
  - Parking is limited to the Unit's garage and the driveway immediately in front of the garage, except for temporary parking by guests in the designated common spaces
  - No business or trade may be conducted from any Unit
  - No loud or disturbing noises are permitted (for example, the playing of music at unreasonably high volume, or beyond customary social hours)
  - Common areas must be kept clean and free of any temporary displays, including items such as holiday lights, banners, and signs
  - Tenants are not allowed to have pets in SCCTH
  - Minors must be under the supervision of adults at all times
- Owners will be deemed responsible for their Tenants' compliance with the Governing Documents. In addition to any other remedy the Association may have, in the case of

Tenant violation(s), the Association may impose fines and suspend an Owner's right to rent the Unit.

- Owners are responsible for complying with the Town of Snowmass Village Short-Term Rental Regulations (the "TOSV STRR"). Each Owner shall defend, indemnify and hold harmless the Association, its Board of Managers, other Owners, and employees and agents of the Association, from and against any and all loss, damage, cost and expense, including attorneys' fees, incurred of suffered by any of them, arising out of or resulting from any violation by such Owner of the TOSV STRR.

ATTACHMENT B

Country Club Townhomes Corporation
Assessment Billing and Collection Procedures

Quarterly assessments are billed to each owner based on the following schedule:

1st Qtr- 6/1 through 8/31 Billed May 1st Due Jun 1st

2nd Qtr- 9/1 through 11/30 Billed Aug 1st Due Sep 1st

3rd Qtr- 12/1 through 2/28 Billed Nov 1st Due Dec 1st

4th Qtr- 3/1 through 5/31 Billed Feb 1st Due Mar 1st

If the account remains unpaid after the due date, or on the first business day thereafter if the due date is a banking holiday or weekend, the account is considered past due. A late fee of $10.00 will be charged and interest will begin to accrue at an annual rate of 8%.

30 Days
If no payment is received by the first day of the following month (e.g., July 1 for the 1st quarter dues), or on the first business day thereafter if the due date is a banking holiday or weekend, and on the first day of each subsequent month that the account remains delinquent, a late fee of $150.00 will be charged.

60 Days
If the account is not paid within 60 days after the account becomes delinquent, or such longer period as may be required to satisfy notice and cure periods in these Rules, the account may be turned over to a collection agency or attorney for collection in accordance with these Rules and Colorado law.

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:
March 4, 2024

AGENDA ITEM:
Mall Transit Discussion

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 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 impact and lower cost than the proposed 2022 Project. Council reviewed a set of proposals on February 5, 2024. Below are the design criteria from the 2022 project and planning commission recommendations for consideration in developing criteria for any future project.

Design Criteria for the 2022 Project Included:

- Improve rider experience for both RFTA and the Village Shuttle riders.
- Improve operational, safety, efficiency, and effectiveness for RFTA and the Village Shuttle.
- Create a smooth connection between the local bus service to the regional service. This will help the local service function better as a feeder service (First/Last Mile) to the regional system and remove local trips from the regional service in peak periods.
- Create a central public building that will provide restrooms for transit passengers. This building could also, potentially, serve as a guest services space.
- Maintain the existing number of parking spaces in the numbered lots while maintaining their convenience to the Mall.
- Improve ADA access to the commercial core.
- Improve overall pedestrian access to the Mall.

The Planning Commission's Recommendation for denial is attached for consideration in developing future design criteria. Major points in its recommendation include:

- The project was inconsistent with the Comprehensive Plan framework of Just Big Enough.

- The construction duration is too long and impactful.
- The physical character of the project does not meet community needs nor desires.
- A project of this nature should be coordinated with the redevelopment of the Mall.
- Concerns about pedestrian safety.
- Concerns about the parking garage functionality.

Additionally, attached is a packet of 29 designs for a Transit Center at the Snowmass Mall that have been considered for development. These designs represent numerous planning efforts all with the same goal of improving transit connection at the Snowmass Mall, but each with a slightly different set of criteria.

FINANCIAL IMPACT:

This is a discussion item only.

However, there are the following funds available

- There is approximately $6 million of EOTC funds available.
- The Town has set aside $3 million of General Fund dollars.
- If the project changes much from the 2022 Plan, $13.5 million in grant funds would need to be returned and reapplied for.

The next step would be to prepare a cost estimate for the incremental improvement proposal staff has been directed to develop. It is believed that these improvements would be within the amount of local funding currently budgeted for this project.

COUNCIL OPTIONS:

This is a discussion item; staff are seeking directions on next steps.

STAFF RECOMMENDATION:

Staff believes that the 2022 project met the stated criteria in an efficient and effective manner. Developing a proposal to move forward and make improvements to the RFTA Depot should not be about solving any (perceived) deficiencies with that project. To get a 2024 project moving forward, the Town Council should agree on design, construction, and financial criteria that should be met and provide clear direction to Staff on how to proceed. Any potential 2024 project needs support from the Town Council and the community at large.

ATTACHMENTS:

1. PC Reso 2, 2023, Transit Center Special Review
2. Transit Center Designs 1984-2024

TOWN OF SNOWMASS VILLAGE
PLANNING COMMISSION

RESOLUTION NO. 2
SERIES OF 2023

A RESOLUTION BY THE SNOWMASS VILLAGE PLANNING COMMISSION RECOMMENDING DENIAL OF THE SPECIAL REVIEW APPLICATION FOR THE WEST VILLAGE TRANSIT CENTER LOCATED AT THE TERMINOUS OF THE SNOWMASS MALL ON NUMBERED LOTS 5 AND 6

WHEREAS, in accordance with the Town of Snowmass Village (hereafter 'Town') Land Use and Development Code (LUDC), the Specially Planned Area ('SPA') zone was established for developments that existed prior to formal incorporation of the Town, including the public "Numbered Lots" in the West Village (parking Lots 1 through 13) consisting of approximately 11.95 acres and including all associated right-of way corridors as seen attached hereto as Exhibit A; and

WHEREAS, the Town's Planning Commission considered an application submitted by the Town (applicant/owner) on February 24, 2022 and subsequently approved a recommendation to the Town Council to amend the Town's Official Zone District Map pursuant to Section 16A-5-220 of the LUDC to rezone the Numbered Lots from SPA-1 to Public, which was adopted pursuant to Ordinance No. 1 series of 2023, which would allow the consideration of Major Community Facilities (i.e. Transit Center) as a Special Review use; and

WHEREAS, the Town of Snowmass Village concurrently submitted a Special Review application on February 24, 2022 for a new and improved Transit Center on Numbered Lots 5 and 6 (hereafter Subject Parcel) including a combined arrival and loading platform for RFTA buses and Town Shuttles, a covered parking garage, restrooms, dispatch and staff facilities, and partial realignment of Carriage Way; and

WHEREAS, pursuant to the LUDC Section 16A-5-50, the Community Development Department deemed the application complete for review on March 7, 2022; and

WHEREAS, a modified application was distributed to referral departments and agencies on October 14, 2022 and written comments were provided to the Community Development Department for consideration by staff and the Planning Commission; and

WHEREAS, the Planning Commission reviewed the Special Review application at public meetings held on November 30th, December 7th, December 14th of 2022 and January 4th, February 15th, and March 1st of 2023 to consider the proposal and recommendations from Town staff and referral agencies.

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:

1) Submission: The Applicant has submitted the Special Review application in accordance with the provisions set forth in the LUDC. Supplemental information and materials were provided during the review process to comply with application submission requirements and to respond to Town Staff, referral agency concerns.

2) Content: The application contained the Minimum Contents as required by the LUDC Section 16A-5-40, '*Submission of application*,' and included written and graphic materials of sufficient detail such that the application was deemed complete for referral and review.

3) Public Process: The Planning Commission held a total of six public meetings to review the application to formulate recommendations to Town Council in accordance with the responsibilities and procedures prescribed in the LUDC Section 16A-5-230(c)(4), '*Action by decision-making body*.' The Town Council will hold a Public Hearing to review the project and consider the application.

4) Code Requirements: Subject to the recommendations in Section Three of this Resolution, it was found the land use application does not meet the Review Standards established in the following Section 16A-5-230(e) of the LUDC:

   a) Consistent with the Comprehensive Plan: The proposed use shall be consistent with the intent of the Town of Snowmass Village Comprehensive Plan.

   b) Compliance with the standards of the Development Code: The proposed use shall comply with all other applicable standards of this Development Code, including, but not limited to:
      1. Zone district standards. The purpose of the zone district in which it is located, the dimensional limitations of that zone district and any standards applicable to the particular use, all as specified in Article III, Zone Districts.
      2. Development evaluation standards. The applicable standards specified in Article IV, Development Evaluation Standards.

   c) Compatible. The proposed use shall be appropriate to its proposed location and be compatible with the character of surrounding land uses in the area and shall not adversely affect the future development of the

surrounding area.

d) Adequacy of access. Access to the site shall be adequate for the proposed use, considering the width of adjacent streets, their grades, intersection safety, visibility and entrance into the area to be developed. When appropriate, public transportation, or other public or private transportation services, and appropriate pedestrian facilities, shall be made available to serve the use.

e) Design minimized adverse impact. The design and operation of the proposed use shall minimize adverse impacts and shall not create a nuisance, considering such impacts as traffic congestion or traffic hazards, service delivery, parking and loading, trash removal, odors, noise, glare and vibration.

f) Design minimizes environmental impact. The proposed use shall minimize environmental impacts and shall not cause significant deterioration of water and air resources, wildlife habitat, scenic resources and other natural resources.

g) Facilities. There shall be adequate public facilities available to serve the proposed use, or the applicant shall propose necessary improvements to address service deficiencies the use would cause. In particular, the applicant shall demonstrate adequate water supply and sewage disposal service is available for the proposed use, including sufficient water pressure and proximity to fire hydrants to provide for fire protection needs.

h) Parking. Sufficient off-street parking shall be provided.

Section Two: Action. Pursuant to the findings stated in Section One of this Resolution, the Planning Commission recommends denial to the Town Council regarding the Transit Center Special Review application by Ordinance. This recommendation is based upon the Specific Findings in Section Three below.

Section Three: Specific Findings. The Planning Commission further finds:

1. The project size is inconsistent with the Towns Comprehensive Plan framework of "Just Big Enough" and other aspects of the character of development.

2. The Planning Commission has concerns with the lack of pedestrian safety with the central platform and that the design requires pedestrians must cross in front of buses.

3. The Planning Commission has concerns with the negative impact of the construction (time/duration) on the town and the mall.

4. The Planning Commission has concerns with the negative visual impact on the surrounding area. The project is too big in scale and mass.

5. The parking garage is not a welcoming arrival to Snowmass Village for guests.

6. The project should be done in conjunction with the redevelopment of the mall in order to improve compatibility.

7. The Planning Commission has concerns with the pedestrian safety on the public roads around the garage and the lack of adequate setbacks/landscaping in these areas.

8. The Planning Commission has concerns with the parking arrangement in the garage and concerns for access and maneuverability in and around the garage which makes for unsafe driving and pedestrian experience.

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 DENIED by the Planning Commission of the of the Town of Snowmass Village on March 1, 2023, upon a motion by Commission Member Gustafson, the second of Commission Member Faurer, and a vote of 6 in favor and 1 against.

TOWN OF SNOWMASS VILLAGE
PLANNING COMMISSION

B. Marshack

Brian Marshack, Chair

ATTEST:

Virginia Baker
Virginia Baker (Mar 27, 2023 10:25 MDT)

Virginia Baker, Planning Commission Secretary

Attachment B draft reso BMc revised 3-24

Final Audit Report 2023-03-27

Created:	2023-03-27
By:	Sara Nester (snester@tosv.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVRu_E_wmlbxqFfhMiVjb5Chr5EgUjpN

"Attachment B draft reso BMc revised 3-24" History

Document created by Sara Nester (snester@tosv.com)
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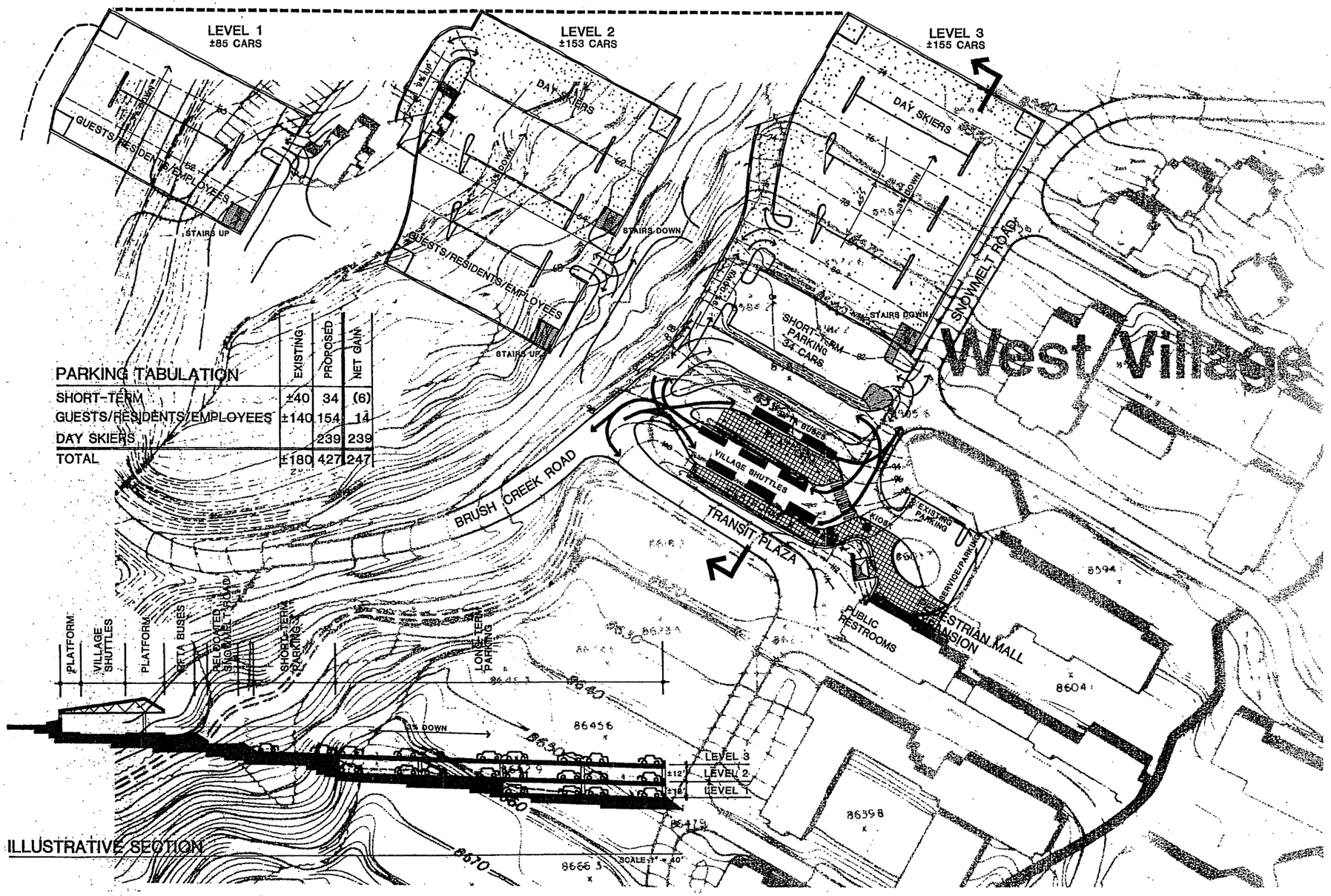
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Signature Date: 2023-03-27 - 5:10:05 PM GMT - Time Source: server

Agreement completed.
2023-03-27 - 5:10:05 PM GMT

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Powered by Adobe Acrobat Sign

PROPOSED
PARKING STRUCTURE



PARKING TABULATION	EXISTING	PROPOSED	NET GAIN
SHORT-TERM	±40	34	(6)
GUESTS/RESIDENTS/EMPLOYEES	±140	154	14
DAY SKIERS		239	239
TOTAL	±180	427	247

MALL TRANSIT PLAZA

SNOWMASS TRANSPORTATION CENTER STUDY

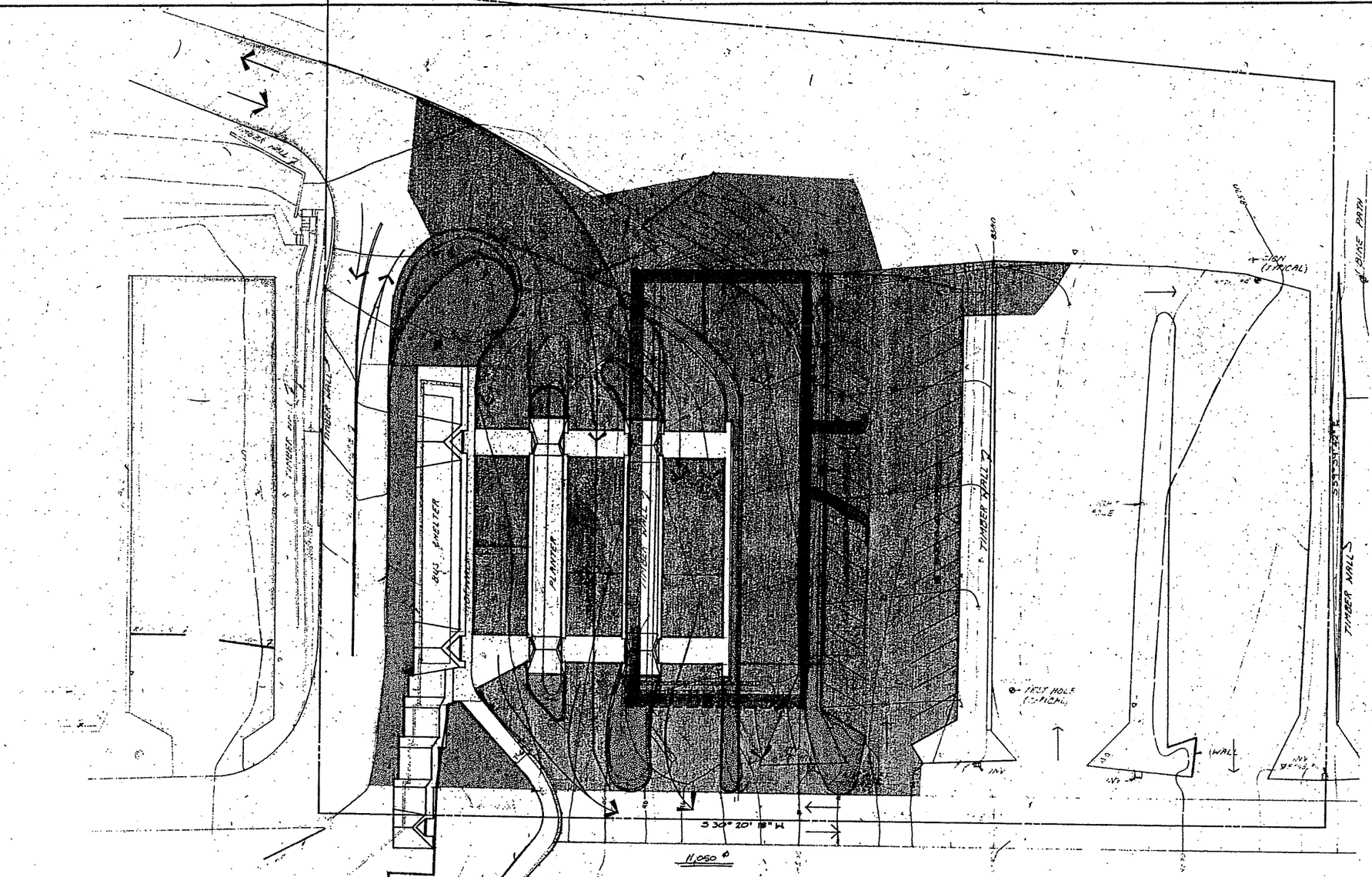
TOWN OF SNOWMASS VILLAGE
SNOWMASS VILLAGE, COLORADO

ROSALL REMMEN CARES
PLANNING, URBAN DESIGN AND RESEARCH
1426 PEARL STREET MALL
BOULDER, COLORADO 80302
(303) 449 6658

IN CONJUNCTION WITH
TDA COLORADO INC
1155 SHERMAN STREET DENVER, CO. 80203

0 25 50 100

DRAWN BY	DATE	REVISIONS
P. REMMEN	4-20-1994	
CHECKED BY	PROJECT #	
P. REMMEN	136-00	



LAND COVERAGE

ASPHALT & CONCRETE	71,910	±
GREEN AREA	43,720	±
TOTAL LAND AREA	115,630	±

BUILDINGS

ROOF AREA	REROOFED EXISTING	3345 ±
	CENTER ISLANDS	2950 ±
ENCLOSED SPACE	INFORMATION	225 ±
	RESTROOM	525 ±

SCHMUESER & ASSOCIATES
ENGINEERS & CONSTRUCTORS

benedict sutherland fallin incorporated
1280 ute avenue aspen, co. 81611 303/925-3481

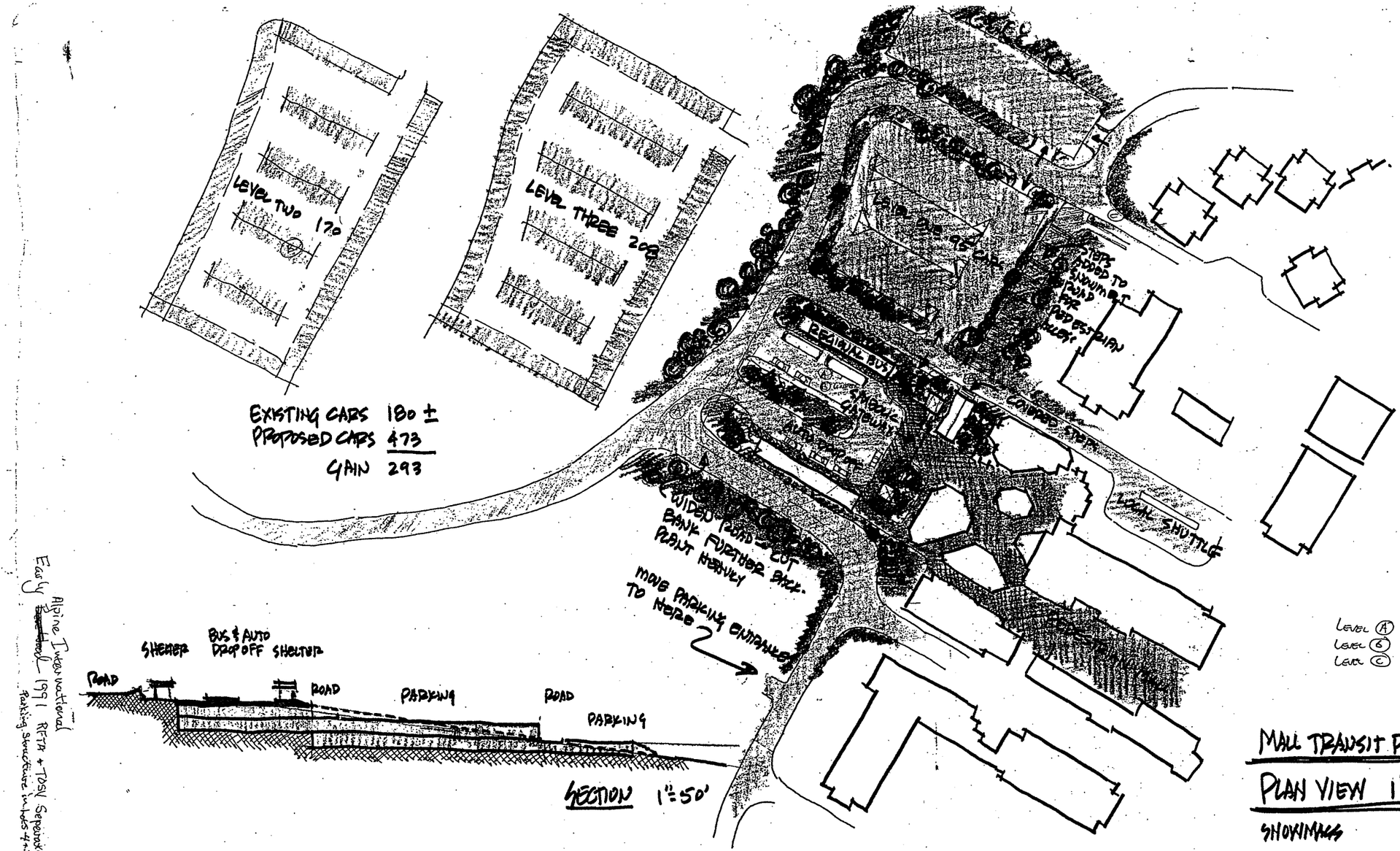
date | revisions | by
1-27-85 | UNDERGROUND UTILITIES | BS

STAGE – 2 SITE PLAN

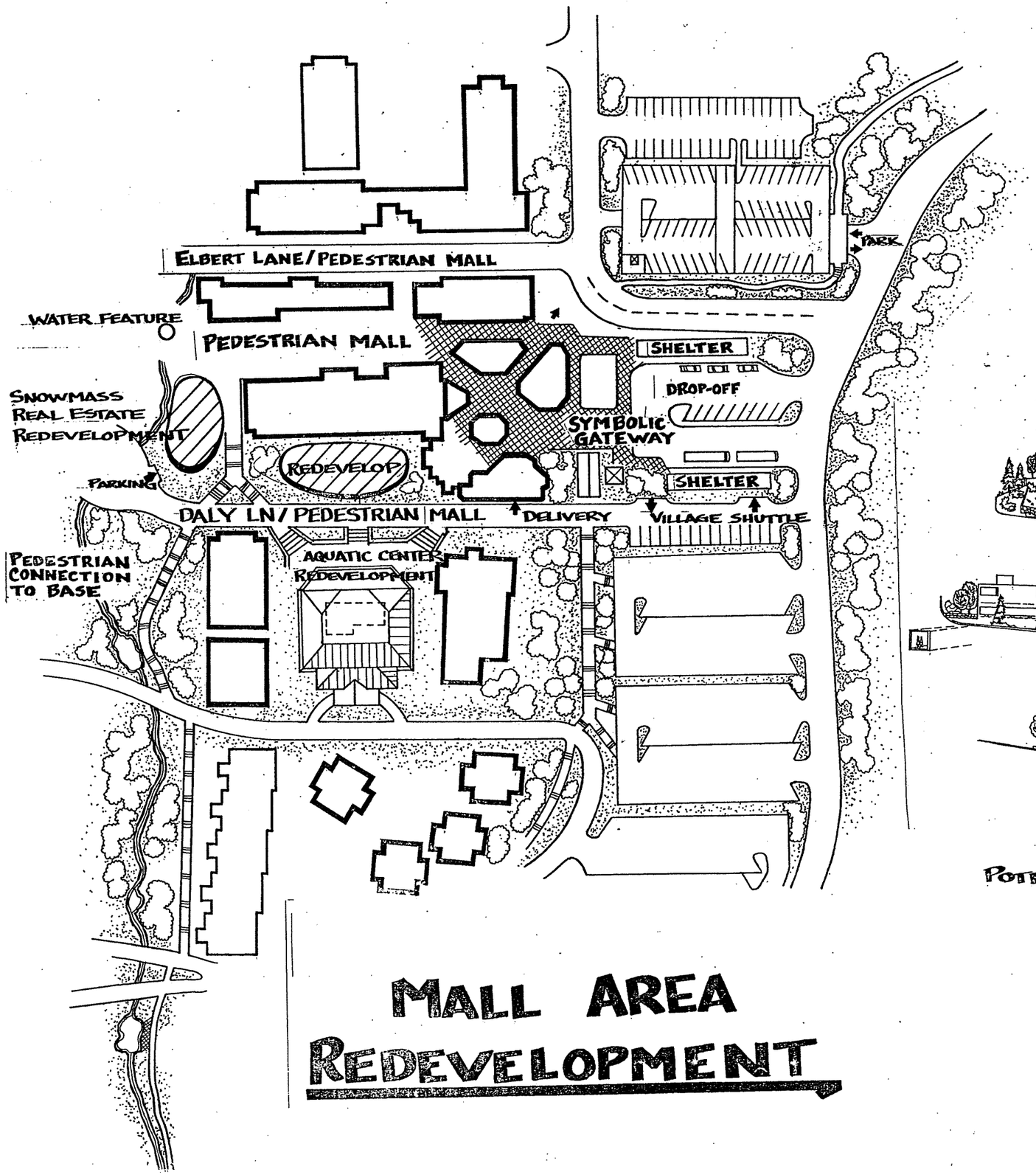
SNOWMASS TRANSIT PLAZA

job 85-04A
date 5-31-85
drwn WB
chkd BCS

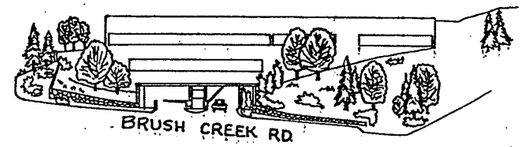
1
of 3 sheets

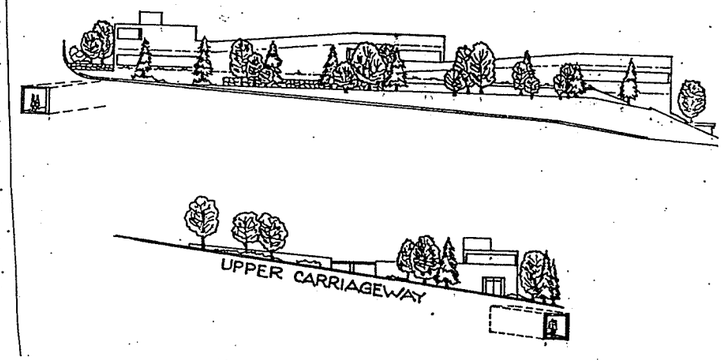


Alpine International Early Season 1991 RFTA + TDSN Separate Parking Structure Studies 4+5



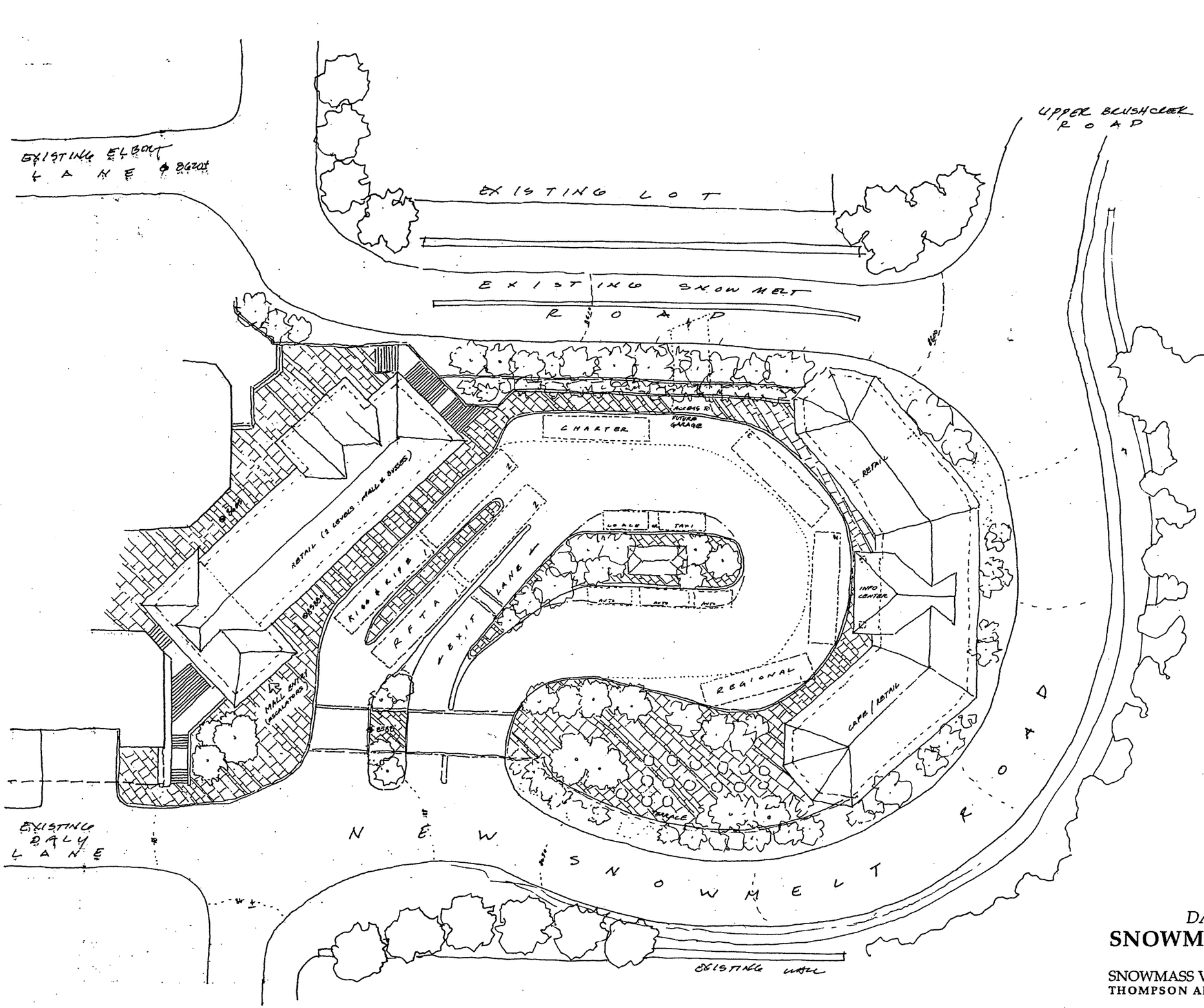
MALL AREA REDEVELOPMENT





POTENTIAL ADDITIONAL PARKING

Mall Parking Structure & Plaza on Elbert
Cul de Sac - 1992



DALY LANE LEVEL **SCHEME A**

SNOWMASS GATEWAY PROJECT

SNOWMASS VILLAGE, COLORADO 1"=16'

THOMPSON AND WOOD 14 STORY STREET CAMBRIDGE, MA 02138

EXISTING ELBERT LANE

EXISTING UPPER SNOWMELT ROAD

UPPER BRUSH CREEK ROAD

EXISTING LOT

EXISTING SNOWMELT ROAD

8610

8600

8590

8580

8605

8603

8617

CHARTER

P F T A

REGIONAL

COACH

TAXI

UP

BUS EXIT

ENTRY/EXIT TO PARKING

EXISTING DALY LANE

NEW SNOWMELT ROAD

EXISTING WALL

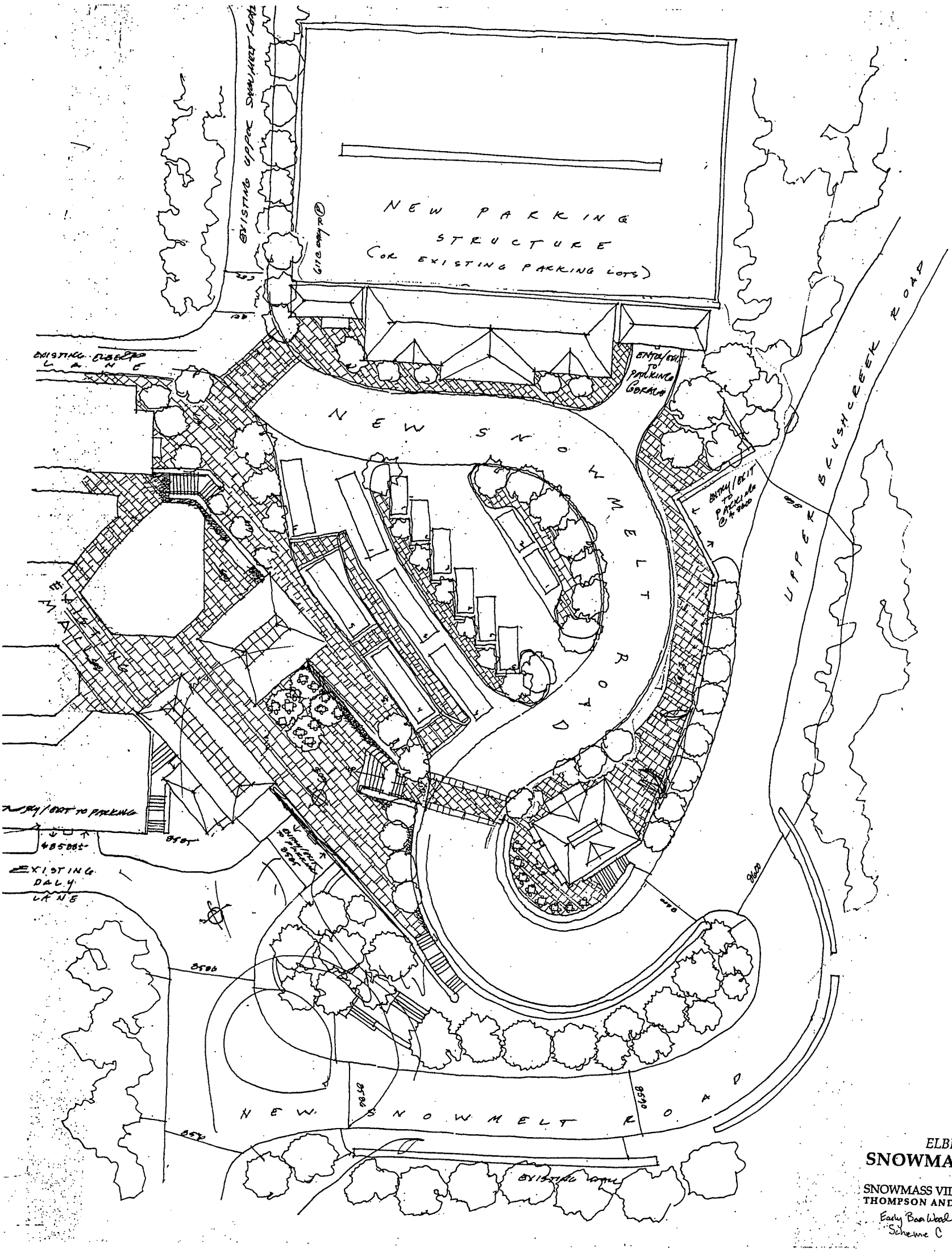
MALL LEVEL **SCHEME B**

SNOWMASS GATEWAY PROJECT

SNOWMASS VILLAGE, COLORADO 1"=16'

THOMPSON-AND WOOD 14 STORY STREET CAMBRIDGE, MA 02138

SK-6



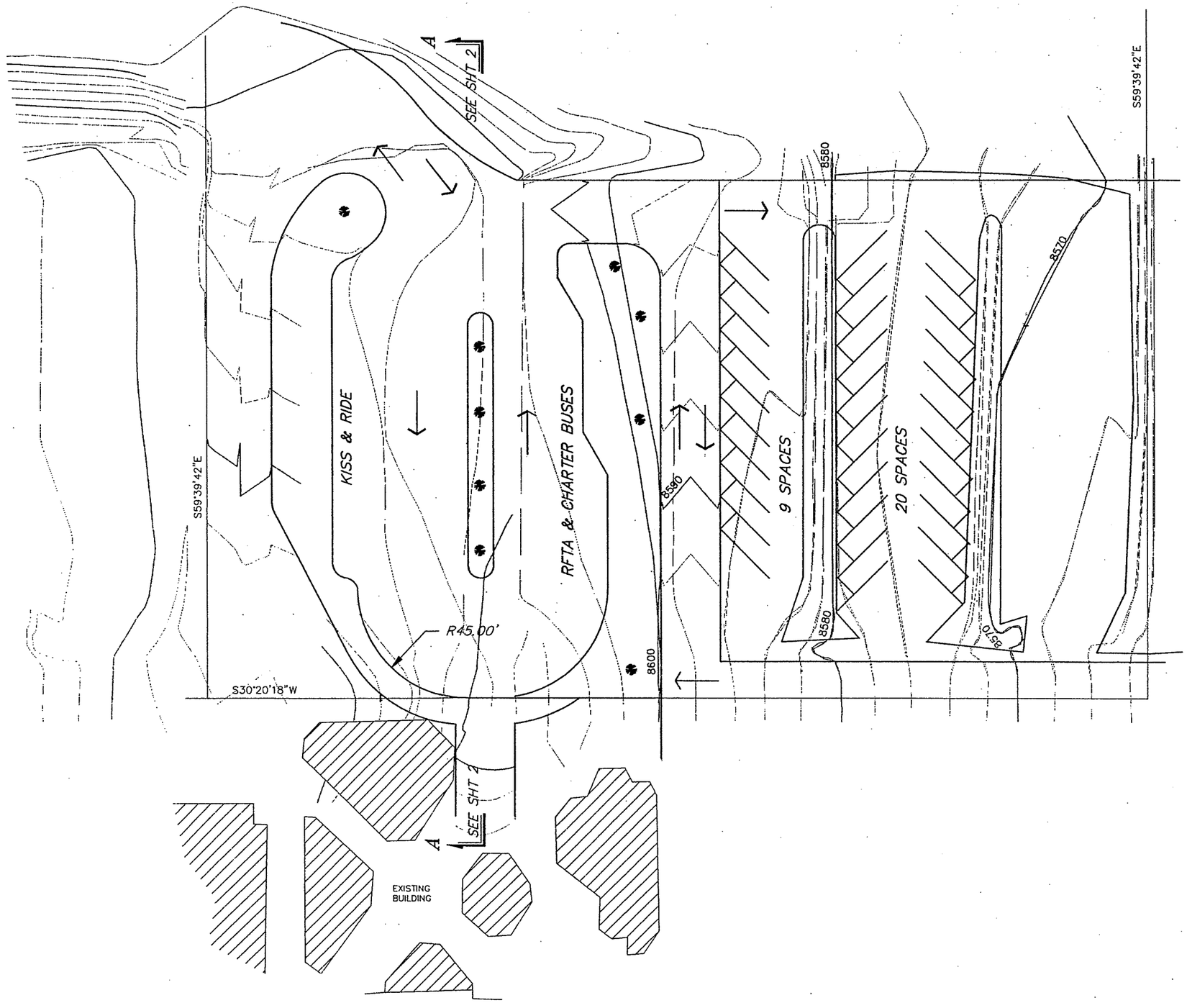
ELBERT LANE LEVEL **SCHEME C**

SNOWMASS GATEWAY PROJECT

SNOWMASS VILLAGE, COLORADO 1"=16'

THOMPSON AND WOOD 14 STORY STREET CAMBRIDGE, MA 02138

Early Boa Wood 1993-94
Scheme C

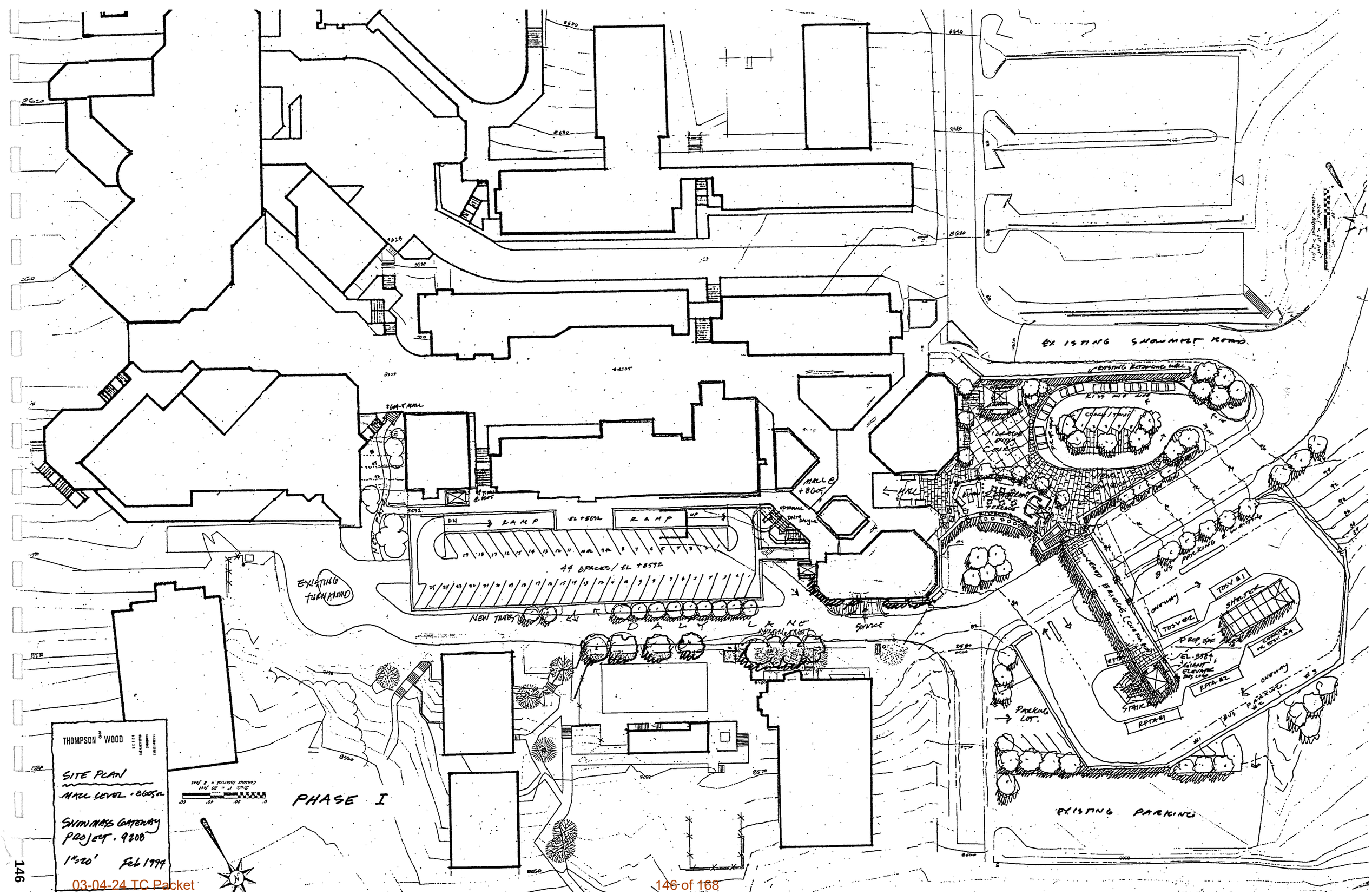


SGM ENGINEERS SURVEYORS — SCHMUESER GORDON MEYER	SCHMUESER GORDON MEYER INC. 1001 GRAND AVENUE, SUITE 2-E GLENWOOD SPRINGS, COLORADO 81601 (303) 945-1004 (FAX.) 945-5948 ASPEN, COLORADO (303) 925-6727	TOWN OF SNOWMASS VILLAGE	TRANSIT PLAZA MALL ACCESS

NUMBER	REVISION	DATE	BY

Job No.	93040A
Drawn by:	BP
Date:	04/27/93
Appr. by:	
File:	GRAD_PLN

1 OF 2


EXISTING SNOWMASS ROAD
EXISTING RETAINING WALL
COACH / TENNIS
ISLAND ENTRY COURT
MALL @ +8605
MALL
RAMP
EL +8592
RAMP
49 SPACES / EL +8592
EXISTING TURN AROUND
NEW TREES
DALY LANE
SERVICE
PARKING LOT
EXISTING PARKING
PHASE I
TOSV #1
SHUFFLE
TOSV #2
PROP SPA
EL. 8984
GIANT ELEVATOR DOG CAGE
RPTA #2
STAIRS
RPTA #1
TOSV - PLAYERS
#1
#2
#3
THOMPSON AND WOOD
SITE PLAN
MALL LEVEL - 8605±
SNOWMASS GATEWAY
PROJECT - 9208
1"=20'
Feb 1999

THOMPSON & WOOD

SITE PLAN
ROOF PLAN
SWAN MOSS GATEWAY
Project. 9705
1"=20' Feb 1997

PHASE II

EXISTING TURNAROUND

EL BERT LANE

BURNS STREET IMPROVEMENTS

RAMP

EL +8592

44 SPACES / EL +8592

NEW TREES

DALY LANE

EXISTING BUILDING

NEW BUILDING SITE

NEW SITE FOR EXTERIOR USE

SOUTH SIDE

RETAIL

EXISTING BUILDING

RESTAURANT

COOLMORE I & N

± 80 ROOMS

SKATING PAVILION (ROOF)

ICE SKATING RINK

EXISTING SNOW MELT PITS

RESTAURANT PAVILION

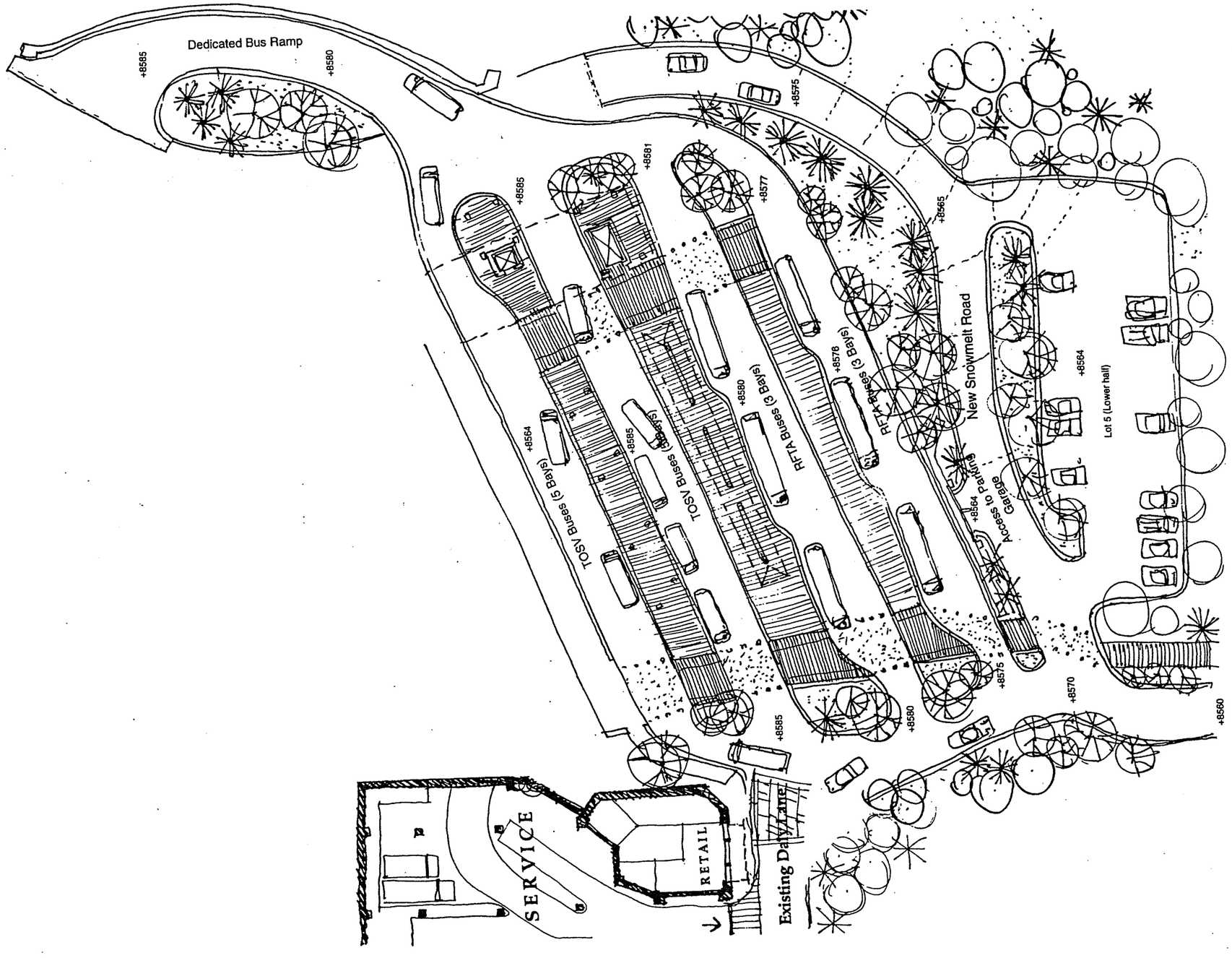
HOTEL

± 100 ROOMS

PARKING LOT

BUS DROPOFF EL+8582±

EXISTING PARKING



Transit Facility - Daly Lane Level (+8582)

Scale: 1"=20'-0"

Iteration II

April 3, 1996

prepared for:
Snowmass Partnership and
Town of Snowmass Village (TOSV)

prepared by:
THOMPSON NELSON WOOD INC.
policywest
KIMLEY - HORN AND ASSOCIATES, INC.

368 Congress Street
Boston, MA 02210
617.728.3636 phone
617.728.3535 fax

419-A Espanola Way
Miami Beach, FL 33139
305.672.9475 phone
305.672.8475 fax

WOOD AND ZAPATA, INC
architecture | master planning | urban design

DATE	BY	REVISIONS COMMENTS

DESIGNED BY:
BW,AM
DRAWN BY:
AM
DATE:
June 1996

Snowmass Transit Facility
Transit Level

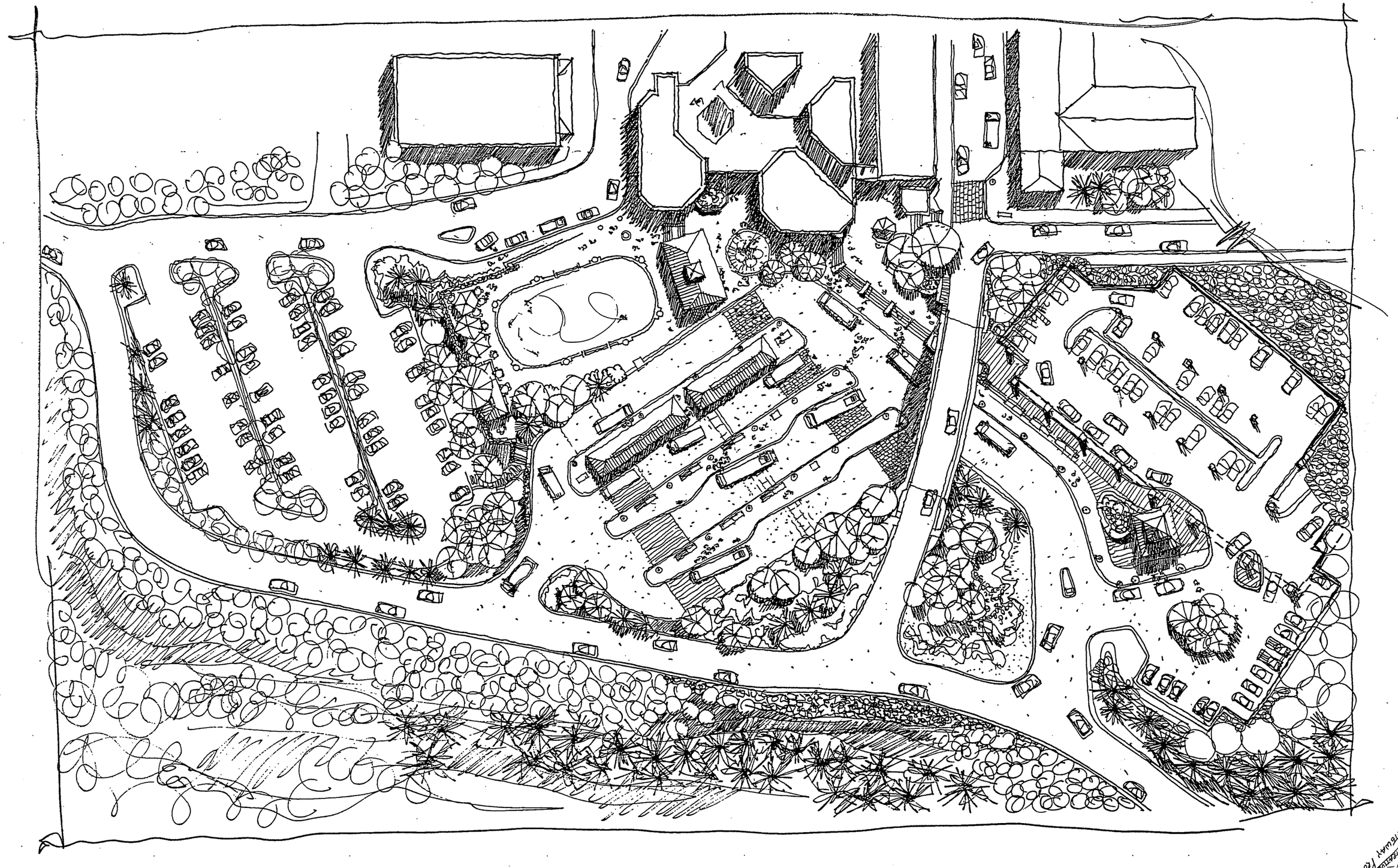
JOB NO.
DWG. Transit
Snowmass Transit
FOR: Town of Snowmass

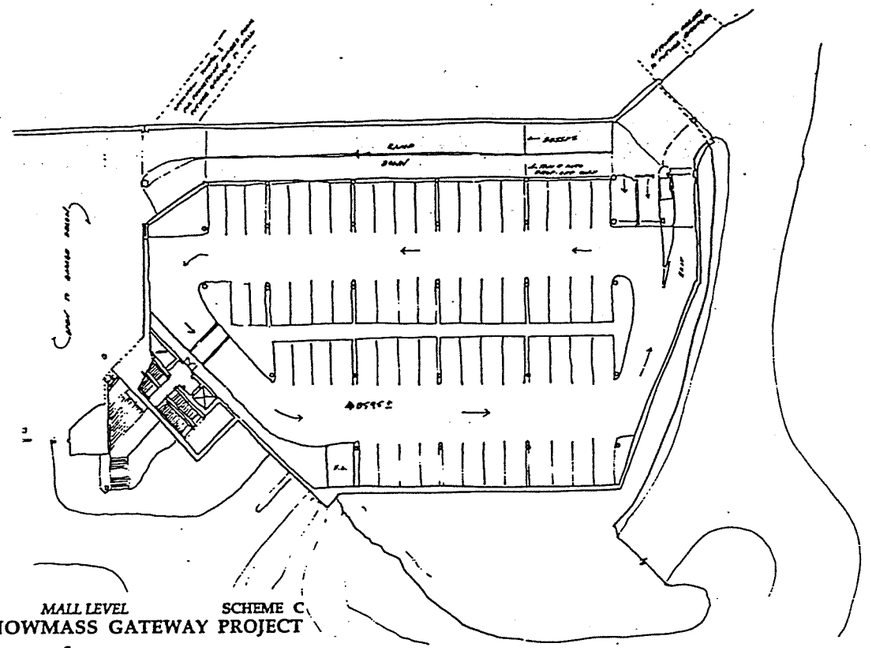
SCALE: 1" = 16'

0 8 16 32 64

N

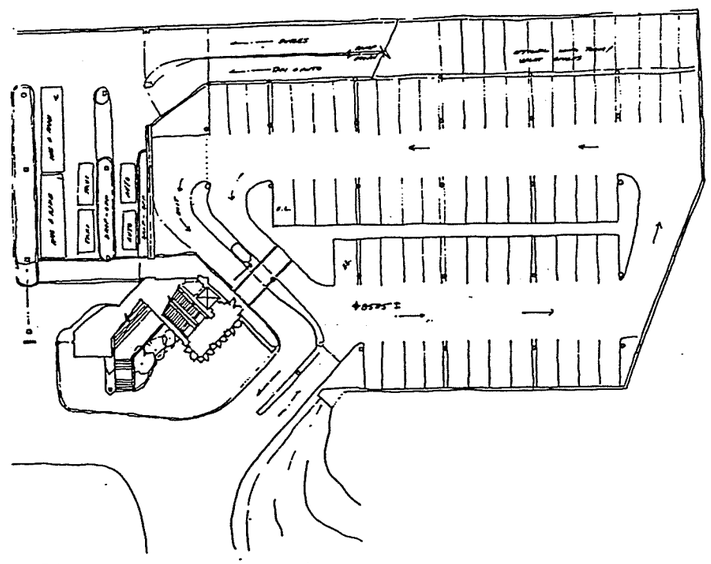
SHEET 1





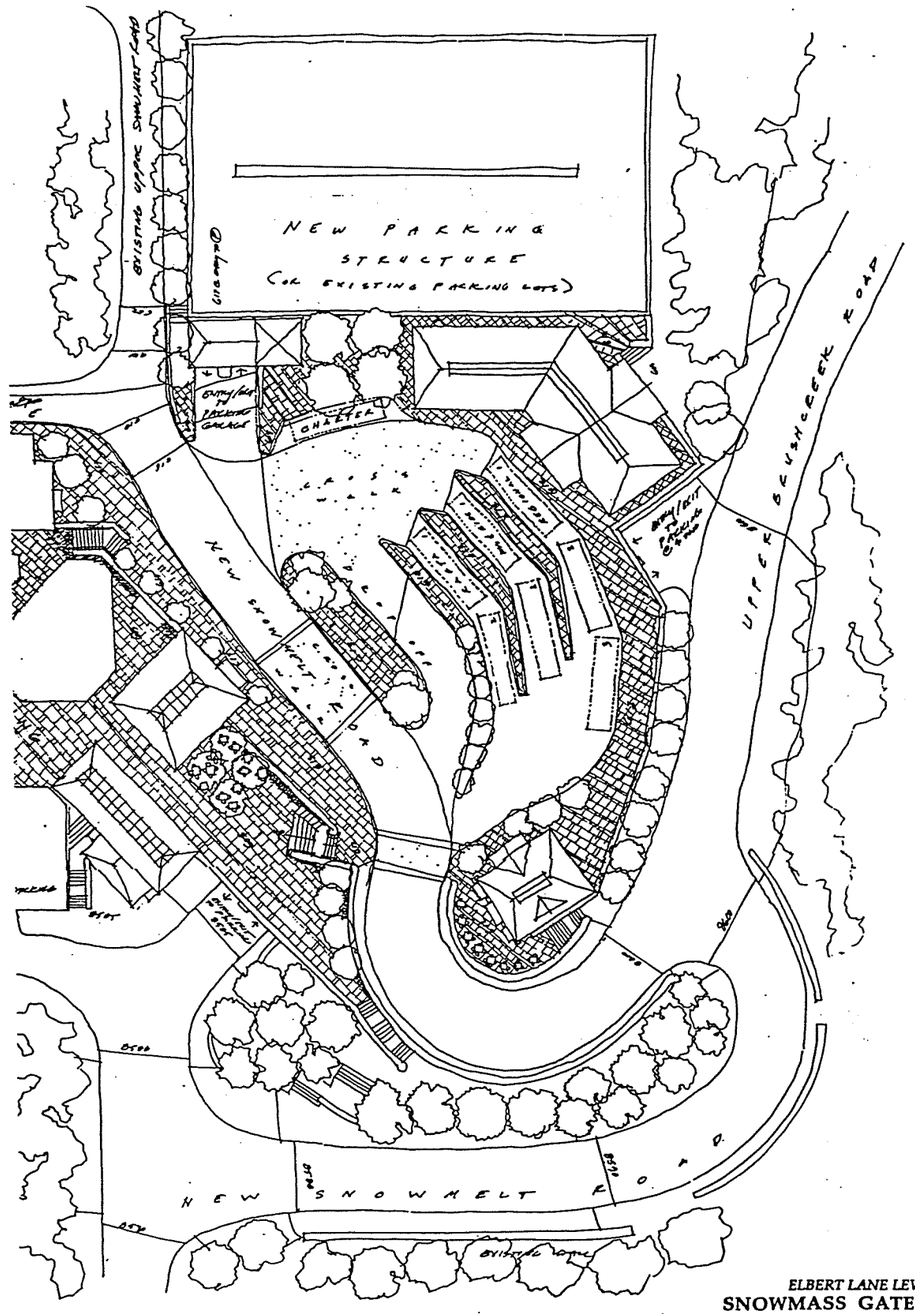
MALL LEVEL SCHEME C
SNOWMASS GATEWAY PROJECT

SNOWMASS VILLAGE, COLORADO 1"=16'
THOMPSON AND WOOD 14 STORY STREET CAMBRIDGE, MA 02138



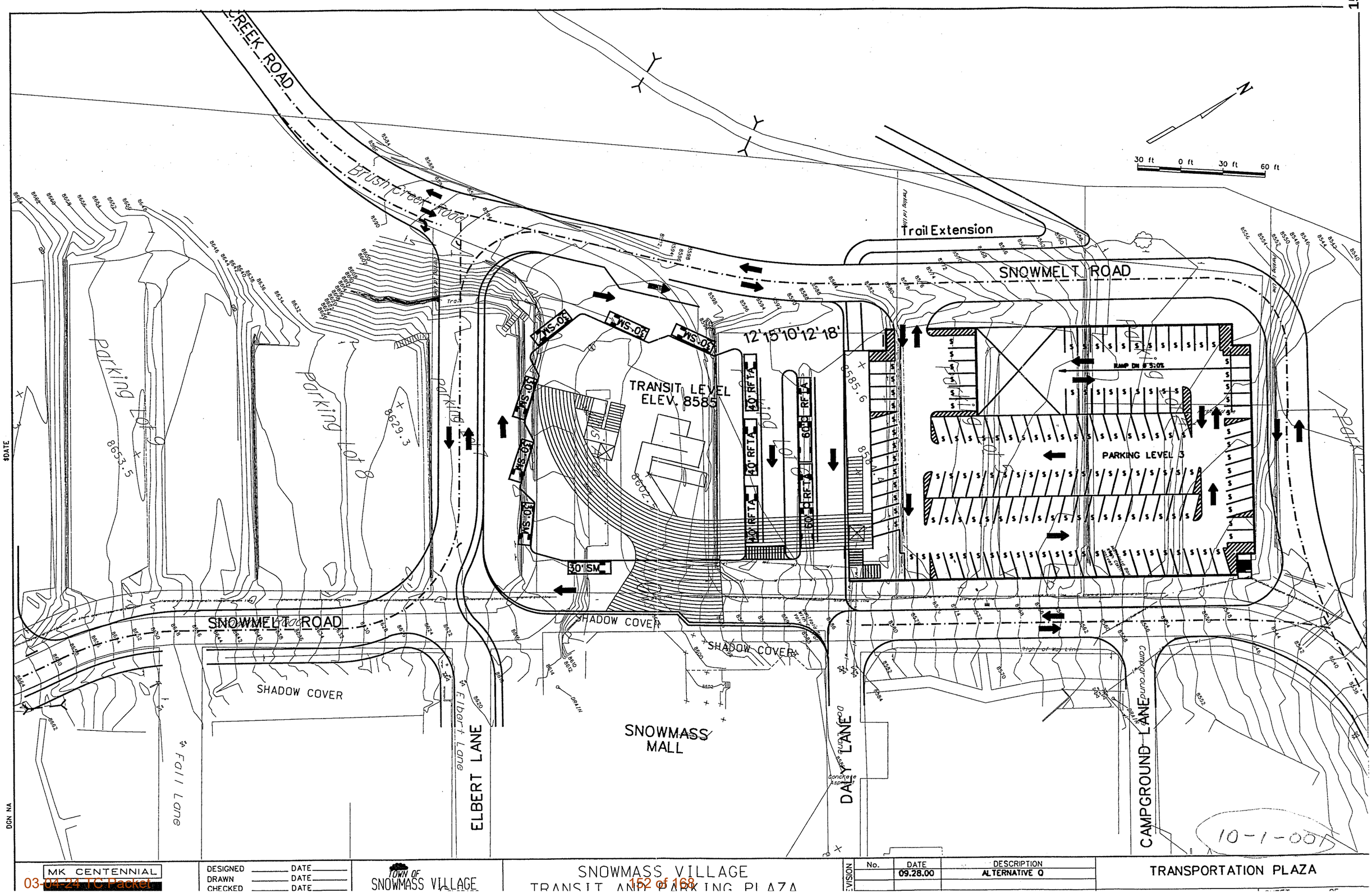
DALY LANE LEVEL SCHEME C
SNOWMASS GATEWAY PROJECT

SNOWMASS VILLAGE, COLORADO 1"=16'
THOMPSON AND WOOD 14 STORY STREET CAMBRIDGE, MA 02138



ELBERT LANE LEVEL SCHEME C
SNOWMASS GATEWAY PROJECT

SNOWMASS VILLAGE, COLORADO 1"=16'
THOMPSON AND WOOD 14 STORY STREET CAMBRIDGE, MA 02138



MK CENTENNIAL	DESIGNED ____ DATE ____ DRAWN ____ DATE ____ CHECKED ____ DATE ____	TOWN OF SNOWMASS VILLAGE	SNOWMASS VILLAGE TRANSIT AND PARKING PLAZA

No.	DATE	DESCRIPTION
	09.28.00	ALTERNATIVE Q

TRANSPORTATION PLAZA



Snowmass Mountain Village Redevelopment Master Plan

FLETCHER DEVELOPMENT COMPANY CHAFFIN AND LIGHT AND ASSOCIATES

DESIGNWORKSHOP
120 E. Main Street
Aspen, CO 81611
(970) 925-8354

1"=50'-0" 0 50 100 NORTH



scale 0 30 60 120

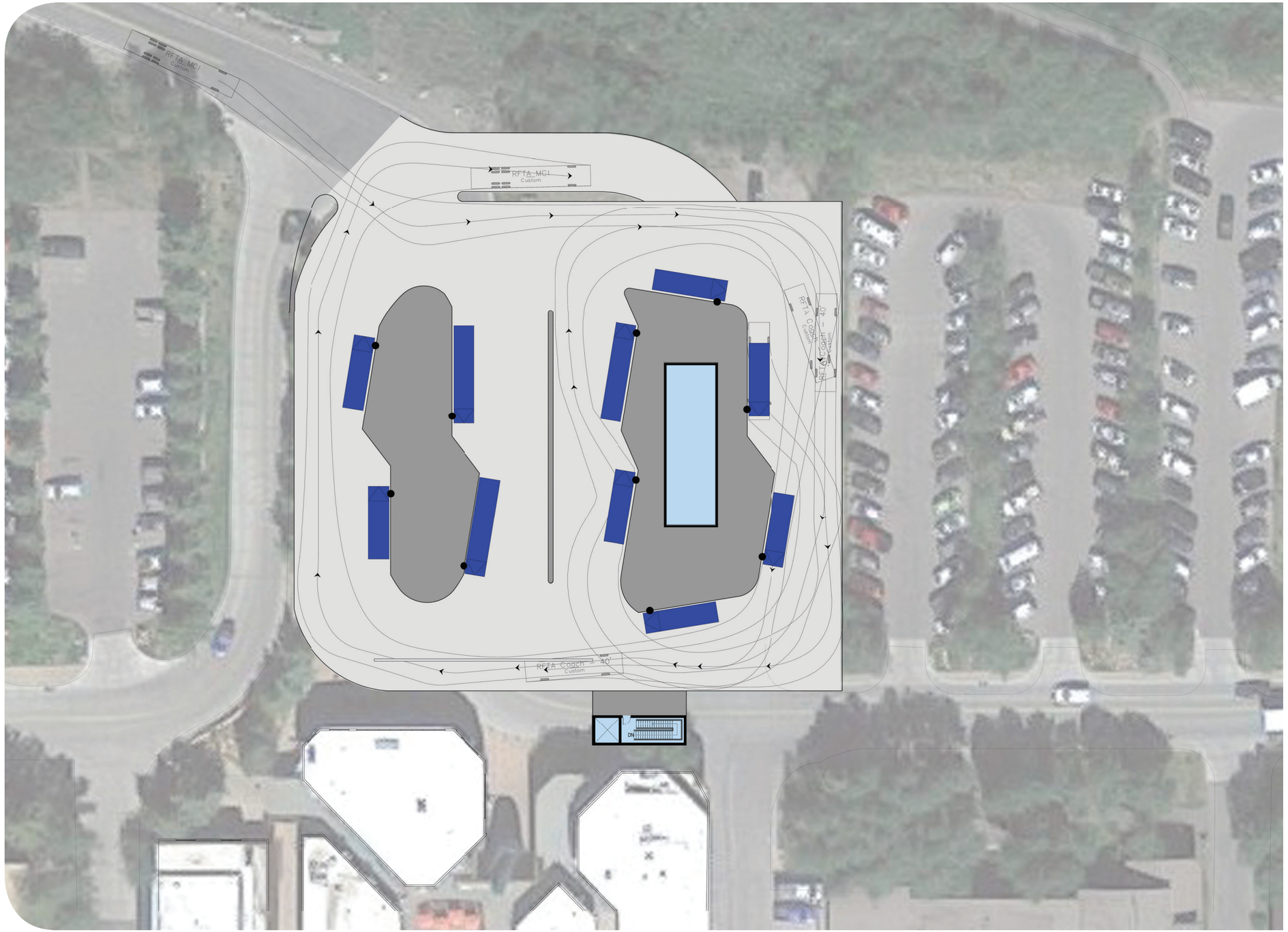
22 march 2006

bluegreen
300 south spring street | suite 202 | aspen, colorado 81611 | t 970 429 7499 | f 970 429 9499
www.bluegreenaspen.com

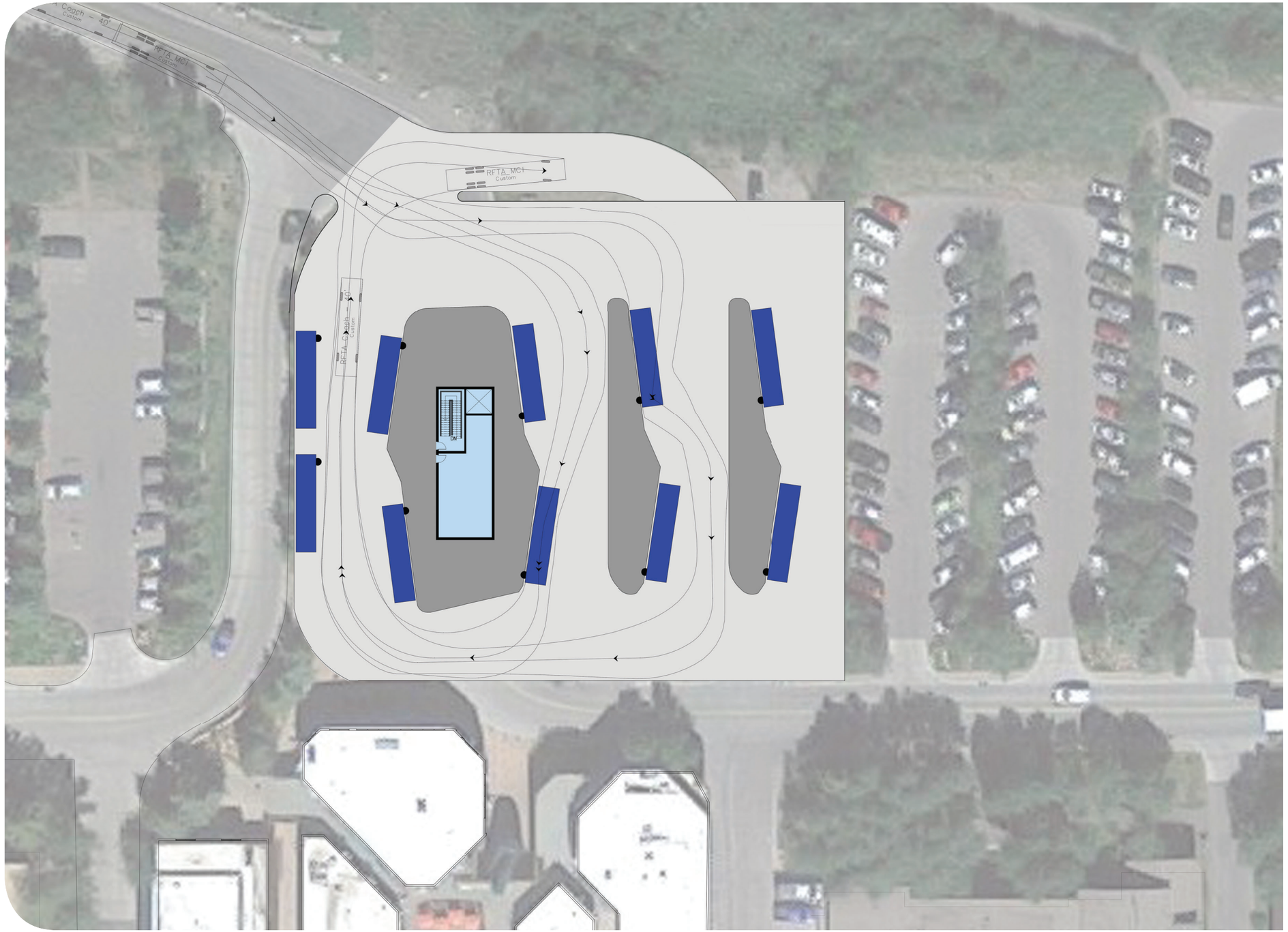
scenario 4

west village revitalization

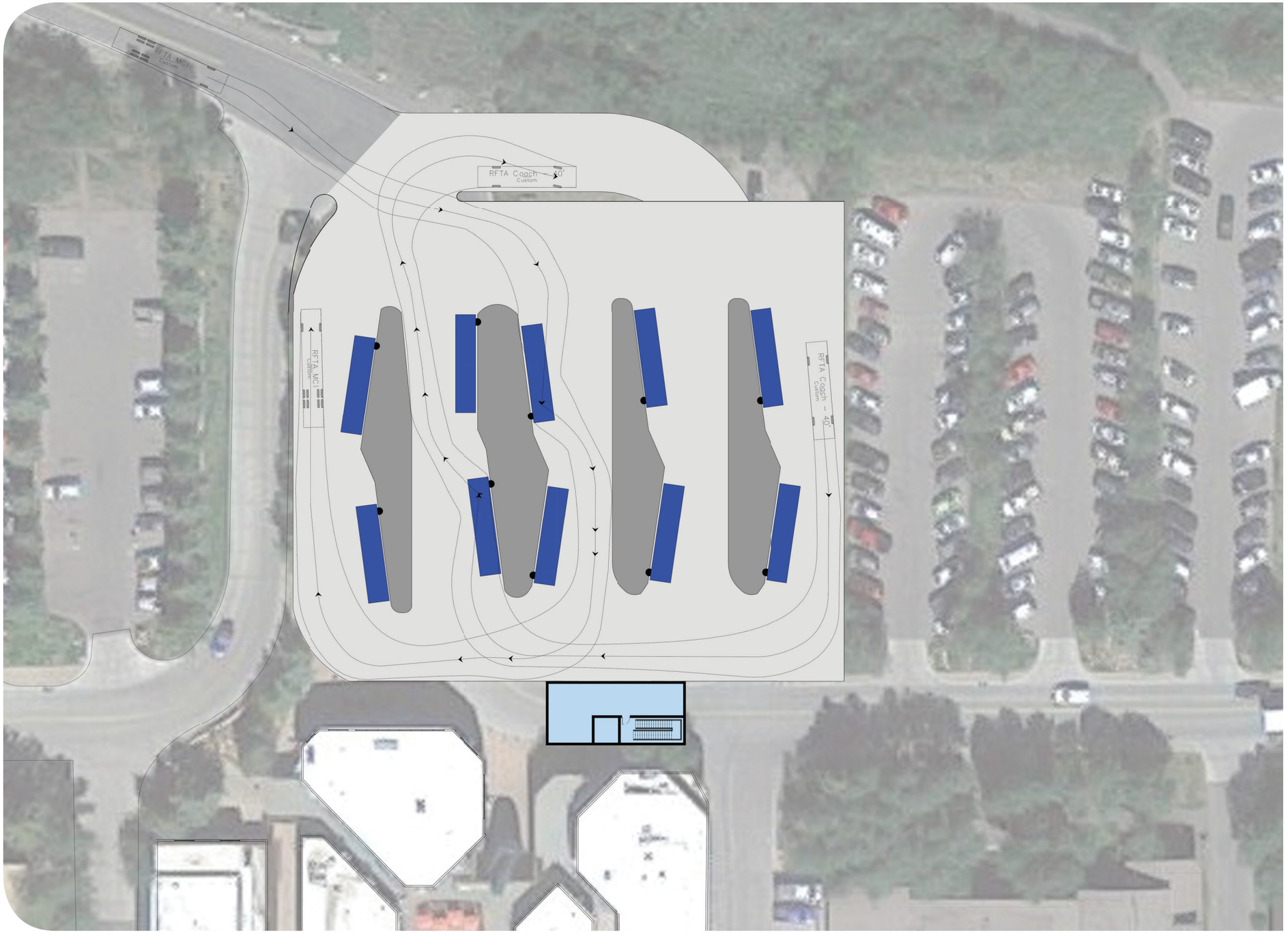
town of snowmass village | colorado



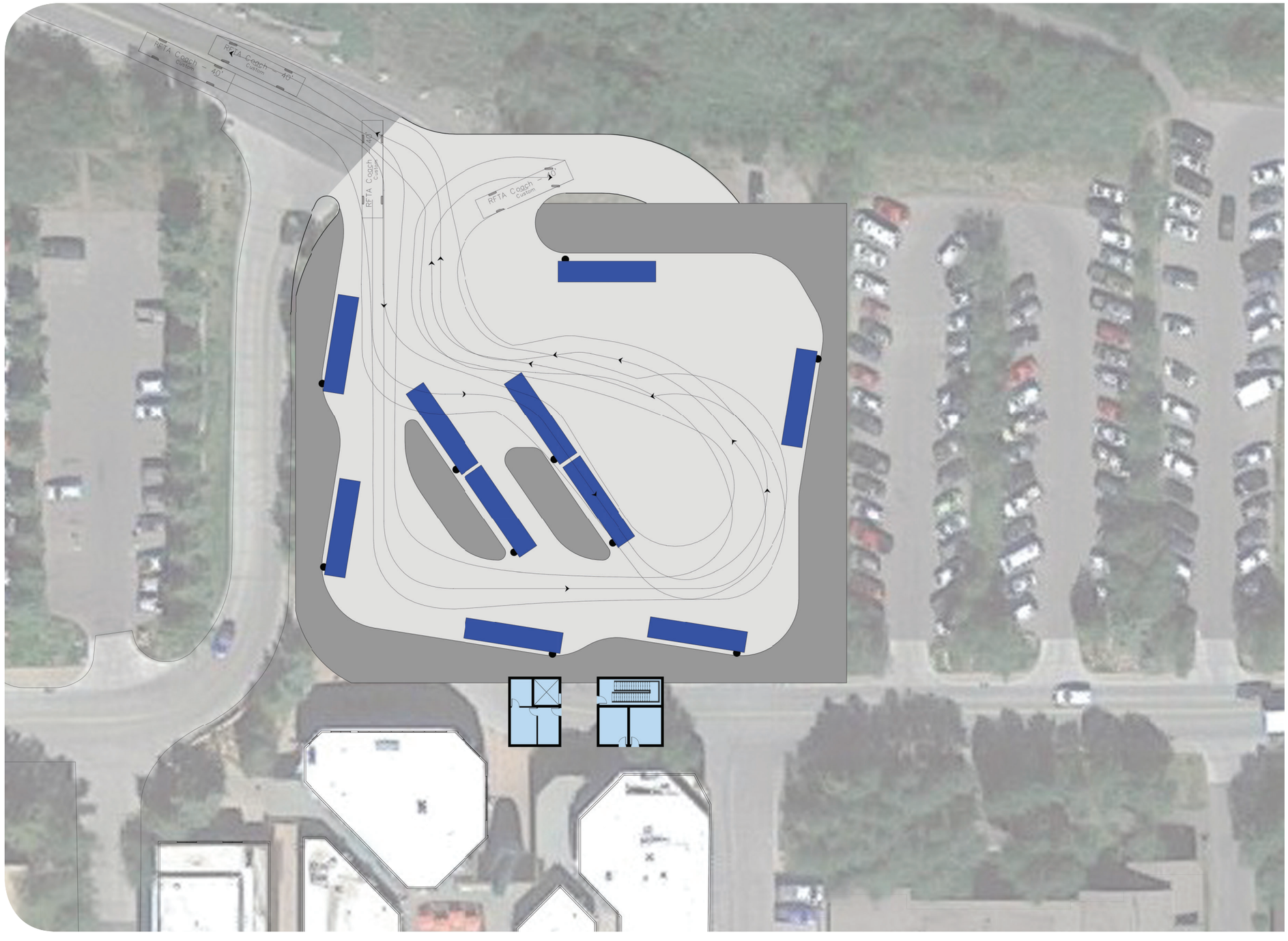
OPTION 1
UPPER LEVEL



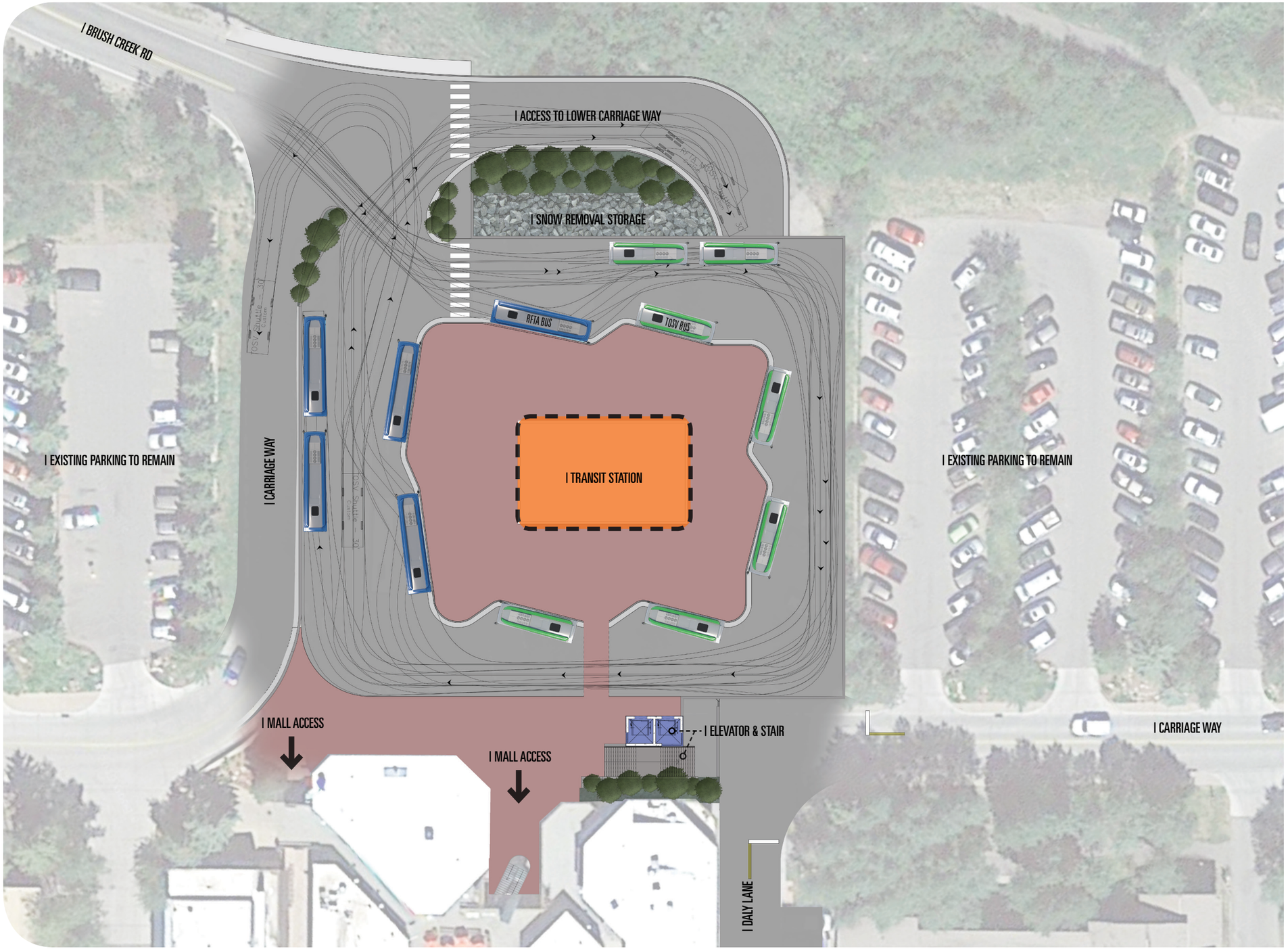
OPTION 2
UPPER LEVEL



OPTION 3
UPPER LEVEL



OPTION 4
UPPER LEVEL



OPTION 1
UPPER LEVEL

Bus Operations

- SINGLE BUS PLATFORM
- (5) TOSV SHUTTLE LOADING/UNLOADING
- (2) TOSV SHUTTLE STAGING
- (3) RFTA BUS LOADING/UNLOADING
- (2) RFTA BUS STAGING

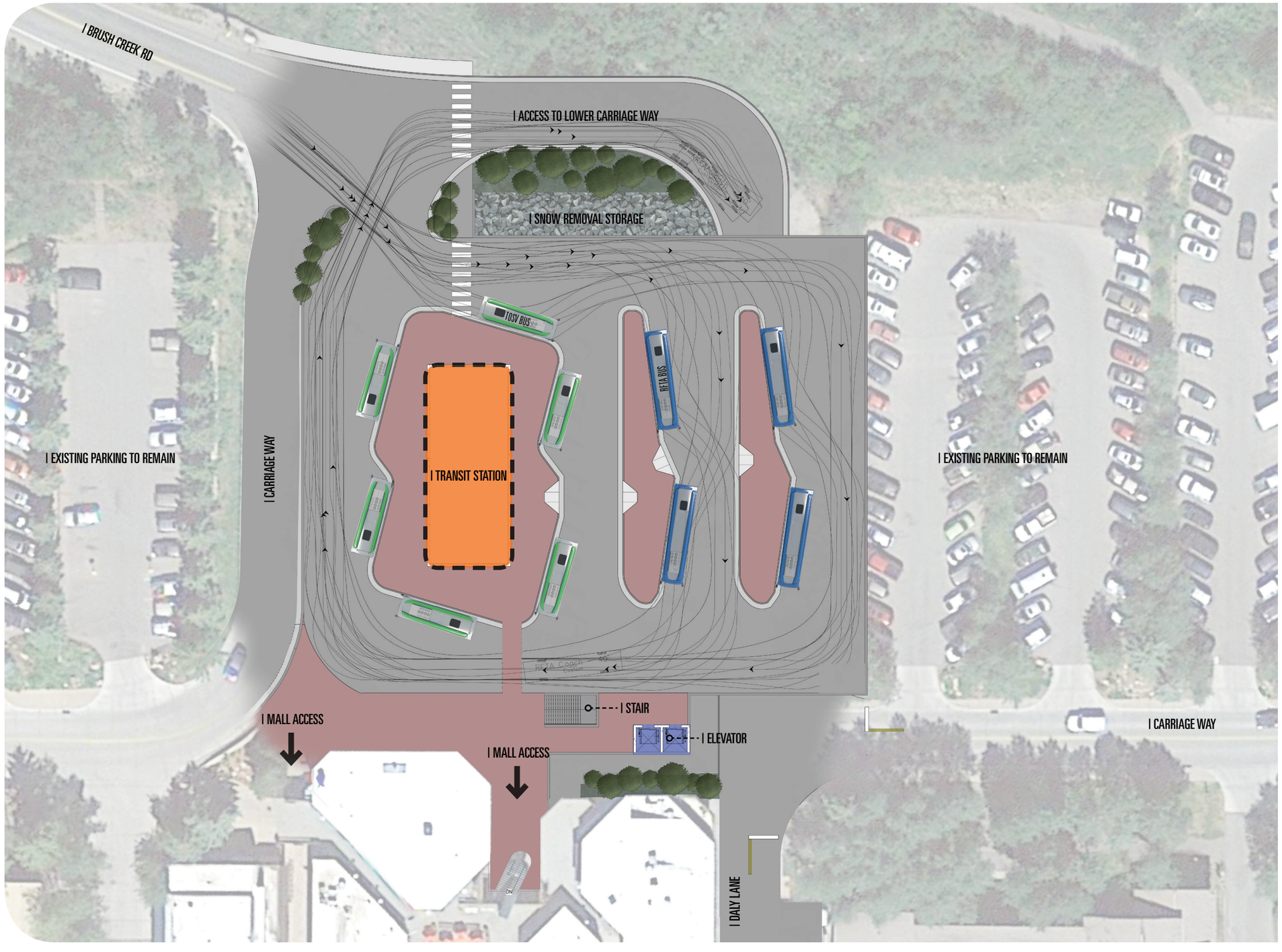
Transit Station

- 40,800 SF TRANSIT PLATFORM
- 2,600 SF COMBINED TRANSIT STATION
  - DRIVER LOUNGE
  - RFTA DISPATCH
  - SKIER SERVICES
  - PUBLIC RESTROOMS

Additional Design Elements

- FREIGHT & PASSENGER ELEVATORS
- DIRECT UPPER/LOWER MALL ACCESS

SEH DHM DESIGN Town of SNOWMASS Village



OPTION 2
UPPER LEVEL

Bus Operations

- THREE BUS PLATFORMS
- (6) TOSV SHUTTLE LOADING/UNLOADING
- (4) RFTA BUS LOADING/UNLOADING

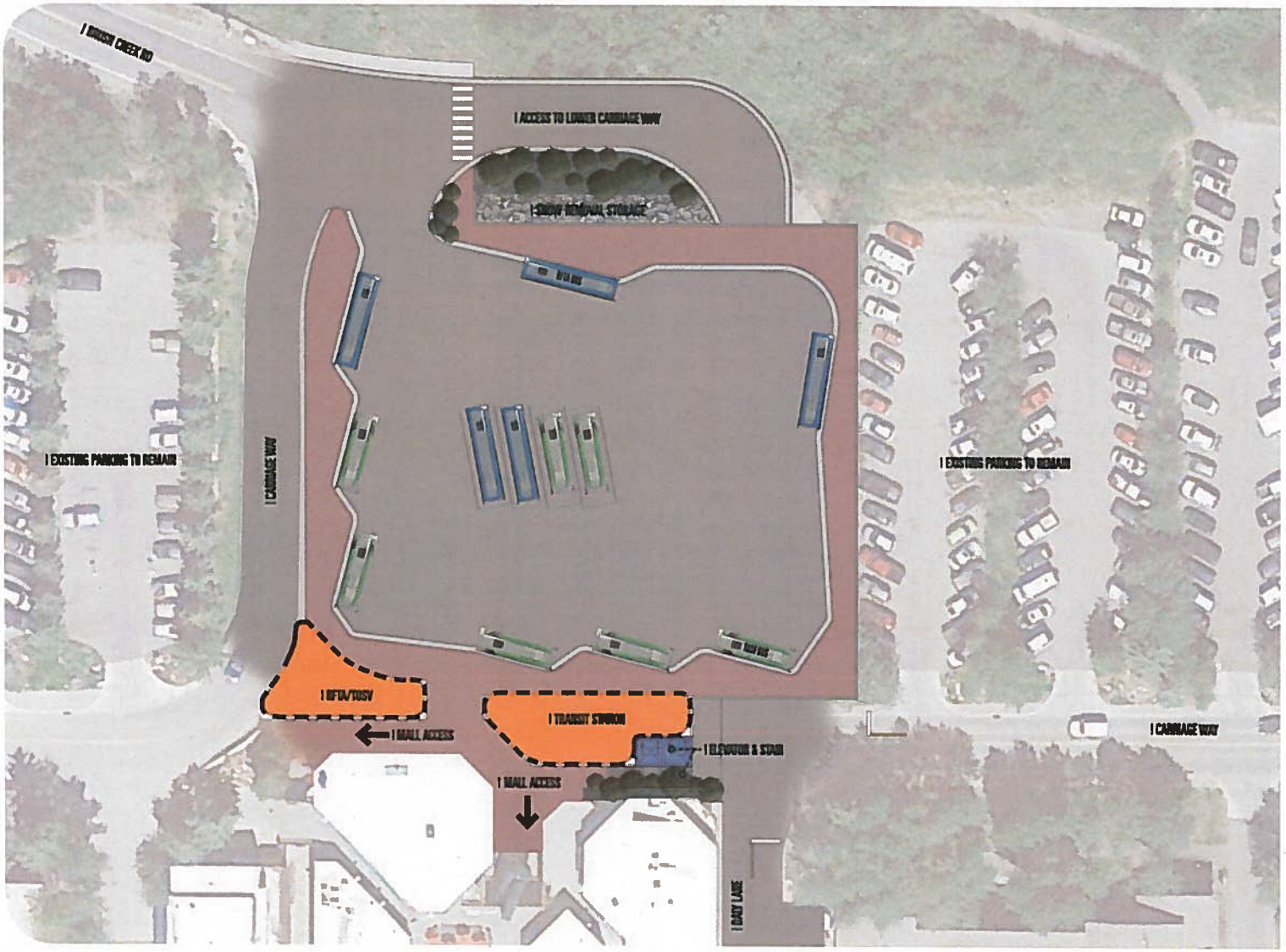
Transit Station

- 42,500 SF TRANSIT PLATFORM
- 2,600 SF COMBINED TRANSIT STATION
  - DRIVER LOUNGE
  - RFTA DISPATCH
  - SKIER SERVICES
  - PUBLIC RESTROOMS

Additional Design Elements

- FREIGHT & PASSENGER ELEVATORS
- DIRECT UPPER/LOWER MALL ACCESS

SEH DHM DESIGN Town of SNOWMASS Village



OPTION 3
UPPER LEVEL

Bus Operations

- PERIMETER PEDESTRIAN CIRCULATION
- (5) TOSV SHUTTLE LOADING/UNLOADING
- (2) TOSV SHUTTLE STAGING
- (3) RFTA BUS LOADING/UNLOADING
- (2) RFTA BUS STAGING

Transit Station

- 1,800 SF TRANSIT STATION
  - SKIER SERVICES
  - PUBLIC RESTROOMS
- 800 SF RFTA/TOSV
  - DRIVER LOUNGE
  - RFTA DISPATCH

Additional Design Elements

- FREIGHT & PASSENGER ELEVATORS
- DIRECT UPPER/LOWER MALL ACCESS

SEH DHM DESIGN Town of SNOWMASS Village

VILLAGE PARKING LOTS, LOT 6, T.O.S.V. REC#220411

RETAINING WALL

ASPHALT PATCH

11 + 00

50 + 00

BRUSH CREEK ROAD

12 + 00

13 + 00

4' CONCRETE CROSS PAN

END CROSS PAN
START CURB AND GUTTER

50 + 53.17

SAWCUT CONCRETE

VILLAGE PARKING LOTS, LOT 6, T.O.S.V. REC#220411

PEDESTRIAN ISLAND

RAILING/FENCE

VILLAGE PARKING LOTS, LOT 7, T.O.S.V. REC#220411

PARKING LOT 7

UPPER CARRIAGE WAY

SKYLIGHT

SKYLIGHT

SKYLIGHT

1 2 3 4 5 6 7 8 9 10 11 12

60 + 00

60 + 50

14 + 00

BRUSH CREEK ROAD

15 + 00

PEDESTRIAN CROSSING AREA

TWO ELEVATORS

CONCRETE SAWCUT

PARCEL C CONDOMINIUM, SNOWMASS MALL INVESTMENT GROUP, LLC. REC#648295

CONCRETE SAWCUT

PARCEL C, SNOWMASS VILLAGE MALL, SNOWMASS MALL INVESTMENT GROUP, LLC. REC#648295

PARCEL C CONDOMINIUM, SNOWMASS MALL INVESTMENT GROUP, LLC. REC#648295

DALY LANE

32 + 00

ASPHALT PATCH

EXISTING ASPHALT TRAIL

40 + 00

TIE IN TO EXISTING PARKING LOT

VILLAGE PARKING LOTS, LOT 5, T.O.S.V. REC#220411

41 + 00

PARKING LOT 5

42 + 00

BALLET WEST SITE REC#220410

PARKING LOT 4

30 + 00

END CURB AND GUTTER
START CROSS PAN

CONCRETE SAWCUT

95.20

16 + 00

LOWER CARRIAGE WAY

42'

4" CONCRETE CROSS PAN

REPLACE EXISTING ASPHALT TRAIL

REPLACE EXISTING ASPHALT TRAIL

REPLACE EXISTING CONCRETE SIDEWALK

POKOLODI LODGE PLAT BK. 5, PG. 94

POKOLODI ADD. SUBDIVISION PLAT BK. 8, PG. 33

CAMPGROUND LANE

20 0 20 40
scale 10 feet

NOT FOR CONSTRUCTION

PROJECT OWNER
TOWN OF SNOWMASS VILLAGE
130 KEARNS ROAD
SNOWMASS VILLAGE, CO. 81615
970.923.3777

ARCHITECT
SHORT ELLIOTT HENDRICKSON INC.
2000 SOUTH COLORADO BLVD.
TOWER ONE, SUITE 6000
DENVER, CO. 80222
720.540.6800

CIVIL / MECH / ELEC / PLUMB
SHORT ELLIOTT HENDRICKSON INC.
2000 SOUTH COLORADO BLVD.
TOWER ONE, SUITE 6000
DENVER, CO. 80222
720.540.6800

STRUCTURAL
MARTIN/MARTIN
77 METCALF ROAD, SUITE 301
AVON, CO 81620
970.926.6007

ACOUSTICAL / LOW VOLTAGE
K2 ACOUSTICAL
5777 CENTRAL AVE., SUITE 225
BOULDER, CO. 80301
303.865.5500

LANDSCAPE
DHM DESIGN CORPORATION
311 MAIN STREET #102
CARBONDALE, CO. 81623
970.963.6520

TOWN OF SNOWMASS VILLAGE

VILLAGE INTERMODAL TRANSIT CENTER

53A ELBERT LANE,
SNOWMASS VILLAGE, CO. 81615

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SEH Project	159090
Checked By	T. NUETZEL
Drawn By	C. SWENEY

Project Status	Issue Date
50% DESIGN DEVELOPMENT	09.10.21

REVISION SCHEDULE

REV. #	DESCRIPTION	DATE

UPPER LEVEL SITE PLAN

C102

Save: 9/9/2021 3:46 PM csweney Plot: 9/10/2021 9:47 AM X:\PT\SNOWM\159090099 Civil\5-final-dsgn\51-drawings\Plansheets\CDs\C103 LOWER LEVEL SITE PLAN.dwg

TIE-IN TO EXISTING RETAINING WALL
VILLAGE PARKING LOTS, LOT 6, T.O.S.V. REC#220411
LIMITS OF CONSTRUCTION
RETAINING WALL
ASPHALT PATCH
11 + 00
50 + 00
BRUSH CREEK ROAD
12 + 00
4' CONCRETE CROSS PAN
END CROSS PAN
START CURB AND GUTTER
13 + 00
50 + 53.17
VILLAGE PARKING LOTS, LOT 6, T.O.S.V. REC#220411
PEDESTRIAN ISLAND
SAWCUT CONCRETE
RAILING/FENCE
VILLAGE PARKING LOTS LOT 7, T.O.S.V. REC#220411
PARKING LOT 7
UPPER CARRIAGE WAY
RETAINING WALL
60 + 00
60 + 50
14 + 00
BRUSH CREEK ROAD
18.0'
9.0'
27.0'
9.0'
9.0'
VILLAGE PARKING LOTS, LOT 5, T.O.S.V. REC#220411
24.0'
18.0'
18.0'
24.0'
18.0'
4.5'
PARKING LOT 5
27.0'
BALLET WEST SITE REC#220410
PARKING LOT 4
20 0 20 40
scale 10 feet
15 + 00
30 + 00
4" CONCRETE CROSS PAN
CONCRETE SAWCUT
END CURB AND GUTTER
START CROSS PAN
16 + 00
LOWER CARRIAGE WAY
16 + 4
TIE-IN TO EXISTING RETAINING WALL
PLANTER/LANDSCAPING
TWO ELEVATORS
CONCRETE SAWCUT
REPLACE EXISTING ASPHALT TRAIL
PARCEL C CONDOMINIUM, SNOWMASS MALL INVESTMENT GROUP, LLC. REC#648295
CONCRETE SAWCUT
DALY LANE
31 + 00
REPLACE EXISTING ASPHALT TRAIL
REPLACE EXISTING CONCRETE SIDEWALK
POKOLODI LODGE PLAT BK. 5, PG. 94
POKOLODI ADD. SUBDIVISION PLAT BK. 8, PG. 33
CAMPGROUND LANE
PARCEL C, SNOWMASS VILLAGE MALL, SNOWMASS MALL INVESTMENT GROUP, LLC. REC#648295
PARCEL C CONDOMINIUM, SNOWMASS MALL INVESTMENT GROUP, LLC. REC#648295
ASPHALT PATCH

SEH

NOT FOR CONSTRUCTION

PROJECT OWNER
TOWN OF SNOWMASS VILLAGE
130 KEARNS ROAD
SNOWMASS VILLAGE, CO. 81615
970.923.3777

ARCHITECT
SHORT ELLIOTT HENDRICKSON INC.
2000 SOUTH COLORADO BLVD.
TOWER ONE, SUITE 6000
DENVER, CO. 80222
720.540.6800

CIVIL / MECH / ELEC / PLUMB
SHORT ELLIOTT HENDRICKSON INC.
2000 SOUTH COLORADO BLVD.
TOWER ONE, SUITE 6000
DENVER, CO. 80222
720.540.6800

STRUCTURAL
MARTIN/MARTIN
77 METCALF ROAD, SUITE 301
AVON, CO 81620
970.926.6007

ACOUSTICAL / LOW VOLTAGE
K2 ACOUSTICAL
5777 CENTRAL AVE., SUITE 225
BOULDER, CO. 80301
303.865.5500

LANDSCAPE
DHM DESIGN CORPORATION
311 MAIN STREET #102
CARBONDALE, CO. 81623
970.963.6520

TOWN OF SNOWMASS VILLAGE
VILLAGE INTERMODAL TRANSIT CENTER
53A ELBERT LANE,
SNOWMASS VILLAGE, CO. 81615

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SEH Project	159090
Checked By	T. NUETZEL
Drawn By	J. JONES

Project Status	Issue Date
50% DESIGN DEVELOPMENT	6.09.22

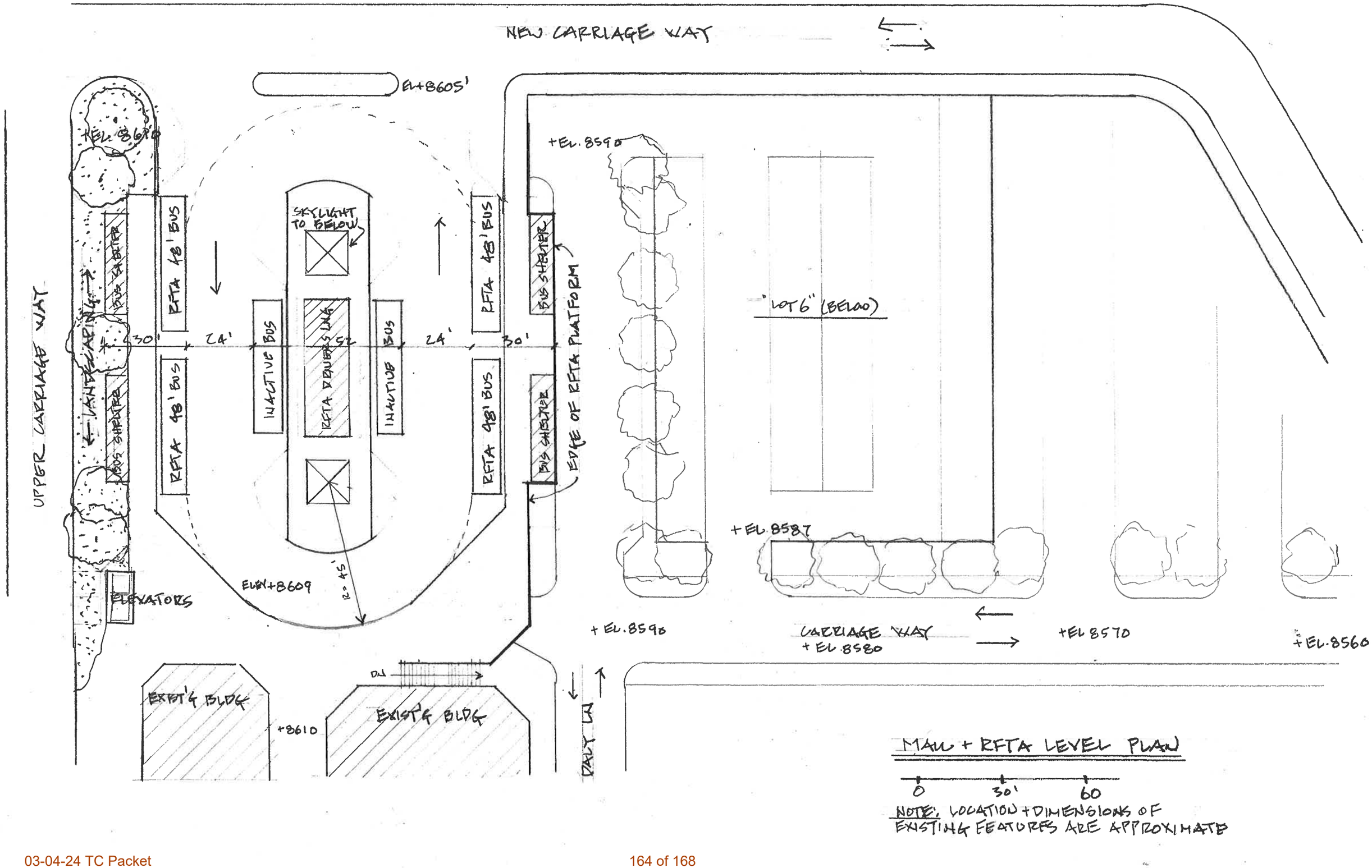
REVISION SCHEDULE

REV. #	DESCRIPTION	DATE

UPPER LEVEL SITE PLAN

C102

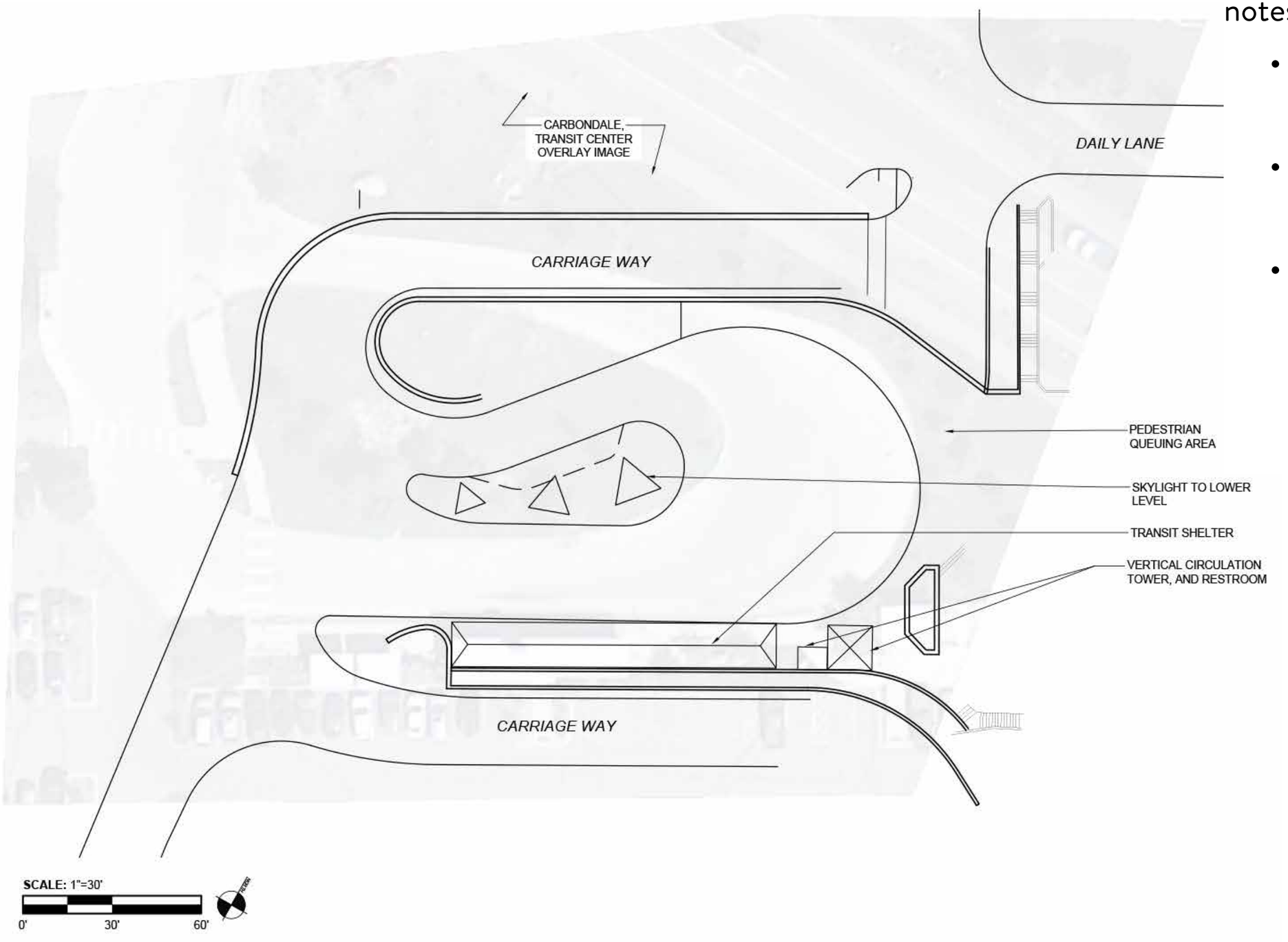
Save: 6/7/2022 5:36 PM jjones Plot: 6/21/2022 6:22 PM X:\PT\S\SNOWM\159090099 Civil\5-final-dsgn\51-drawings\Plansheets\CDs\C103 LOWER LEVEL SITE PLAN.dwg



MAU + RFTA LEVEL PLAN

0 30' 60

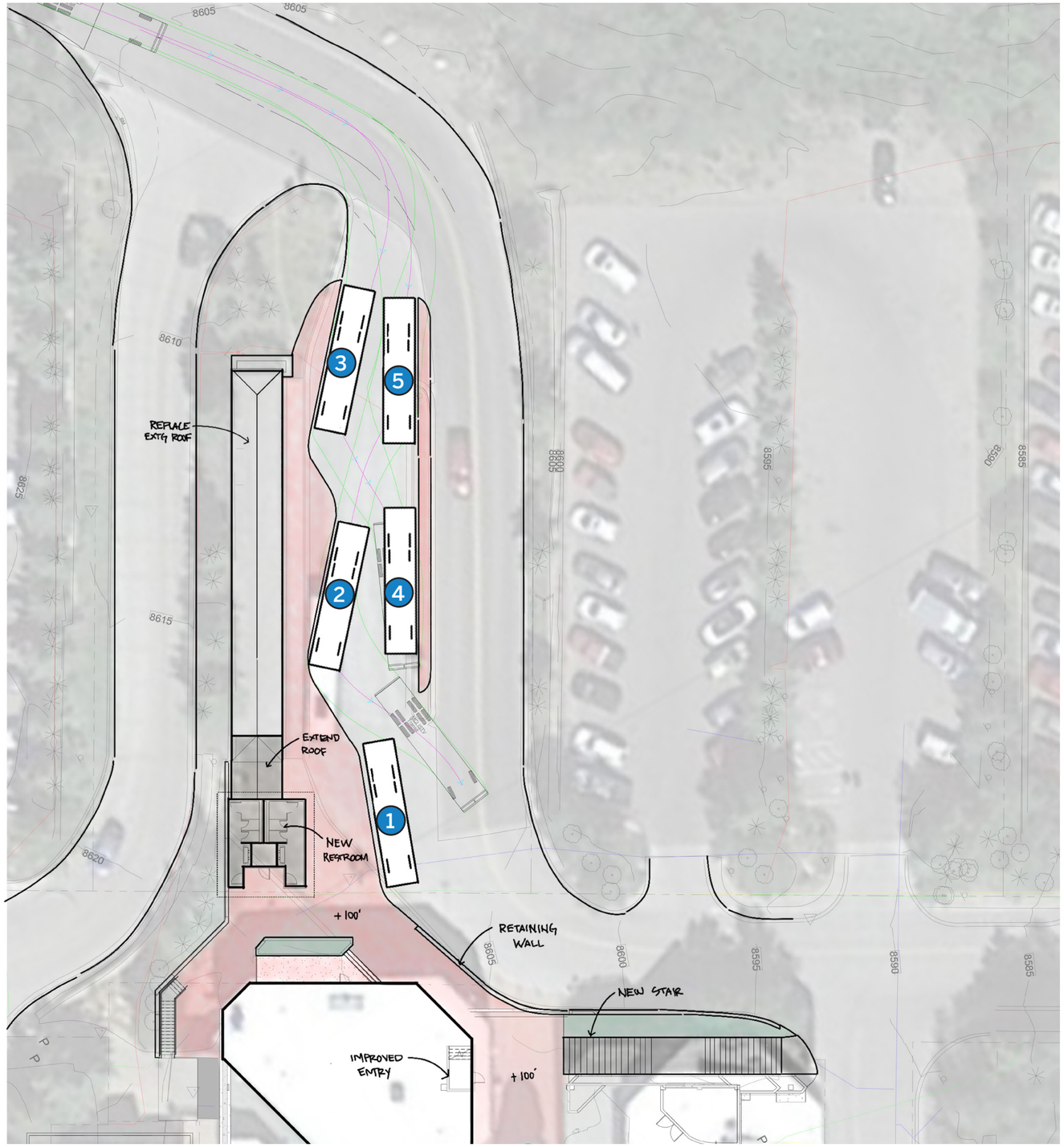
NOTE: LOCATION + DIMENSIONS OF EXISTING FEATURES ARE APPROXIMATE



notes

- the aerial photo underneath is the Carbondale park& ride
- linework on the top shows a reconfigured drop-off
- quick test of viability, feasibility, and overall scale

overlay of mall RFTA bus drop and Carbondale park & ride



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

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

March 4, 2024

AGENDA ITEM:

Executive Session

PRESENTED BY:

Clint Kinney, Town Manager

BACKGROUND:

The Town Council has reason to convene in Executive Session. To convene in executive session, the Colorado Open Meetings Law requires that the Town announce the topics for discussion with specific statutory citation and to the identify the particular matter(s) to be discussed in as much detail as possible without compromising the purpose for which the executive session is authorized. A motion to enter executive session for the announced purposes must be passed by 2/3 of the quorum voting in the affirmative for said motion.

FINANCIAL IMPACT:

N/A

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

N/A

COUNCIL OPTIONS:

Convene in Executive Session
Choose not to convene in Executive Session

STAFF RECOMMENDATION:

Town Council will now meet in Executive Session pursuant to C.R.S. 24-6-402(4) and Snowmass Village Municipal Code Section 2-45(c) for the following purpose:

a) For determining positions relative to matters that may be subject to negotiations, developing strategy 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

Provided, there is an affirmative vote of two-thirds of the quorum present at this meeting to hold an Executive Session and for the purposes of considering items (a) above. Provided further, that no adoption of any proposed policy, position, resolution, regulation, or formal action shall occur at this Executive Session.

ATTACHMENTS:

N/A