



**Town Council
Monday, February 3, 2025
4:00 PM**

**Regular Meeting
130 Kearns Road
Town Council Chambers
Snowmass Village, CO 81615**

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**
- 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. 2025 Town Council Draft Agenda

[5A 2025 Agenda Overview.pdf](#)

5.B. Ordinance No. 2, 2025 - adopt 2024 Model Traffic Codes - 1st Reading

[5B 1 Agenda Item Summary - MTC.pdf](#)

[5B 2 Ord No. 2-2025 - Model Traffic Code Adoption.pdf](#)

[5B 3 Model Traffic Code Adoption - Exhibit A.pdf](#)

5.C. Ordinance No. 3, 2025 - Conform Penalty Provisions with State Law - 1st

Reading

[5C 1 Agenda Item Summary - Penalty Provision.pdf](#)

[5C 2 Ord No. 3-2025 - Penalty Provisions_Conforming to State Law.pdf](#)

5.D. Ordinance No. 4, 2024 - Budget appropriation for County Club Townhome unit - 2nd Reading

[5D 1 Agenda Item Summary - Ordinance No. 4, 2025- 2nd Reading-CCTH #19.pdf](#)

[5D 2 Ordinance 4, 2025 - 2nd Reading-Budget Revisions 2025 -Purchase CCTH #19.pdf](#)

6. PUBLIC HEARINGS - QUASI-JUDICIAL HEARINGS

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

6.A. Divide "SHOP" Workforce Housing/Aspen Skiing Company - Sketch Plan Application

[6A 1 Agenda Item Summary_Divide Workforce Housing.pdf](#)

[6A 2 Attachment A - PC Reso No. 1 of 2025 SHOP Workforce Housing_final - signed.pdf](#)

[6A 3 Attachment B - PC Staff Report, 01222025 Divide Workforce Housing Major PUD Amend.pdf](#)

[6A 4 Attachment C - 2024-11-22_Sketch Plan application.pdf](#)

[6A 5 Attachment D - 2024-11-21_SHOP_Sketch Plan Exhibits_revised.pdf](#)

[6A 6 Attachment E - Referral Comments, SHOP Workforce Housing.pdf](#)

[6A 7 Attachment F - SHOP Public Comment.pdf](#)

[6A 8 Attachment G - draft Reso No. XX of 2025 SHOP Workforce Housing.pdf](#)

[6A 9 Attachment H - The Divide at Snowmass_Transportation Impact Analysis_Addendum_01-02-25.pdf](#)

7. POLICY/LEGISLATIVE PUBLIC HEARINGS

8. ADMINISTRATIVE REPORTS

8.A. CORE Contract Discussion

[8A 1 Agenda Item Summary - CORE 2025 SOW.pdf](#)

[8A 2 TOSV 2025 Funding Request 12_10_24.pdf](#)

[8A 3 CORE Professional Services Agreement 2025 - HEP v2.pdf](#)

8.B. Destination Management Plan Update

[8B 1 Agenda Item Summary -DMP.pdf](#)

[8B 2 Snowmass Tourism DMP Presentation 2.3.25.pptx.pdf](#)

8.C. Lighting Ordinance Draft discussion

[8C 1 Agenda Item Summary_Lighting Code.pdf](#)

[8C 2 Snowmass Village Outdoor Lighting Code 90% Draft_v0.10.pdf](#)

[8C 3 Snowmass Village Lighting Zone Map Draft.pdf](#)

[8C 4 Existing Lighting Code.pdf](#)

8.D. Mall Transit Station Discussion

[8D 1 Agenda Item Summary Transit Center 2 3 25.pdf](#)

[8D 2 2025 Two Level Design - no garage.pdf](#)

[8D 3 2025 -CIP -Transit.pdf](#)

[8D 4 2024 projected-2029 proposed Revenues vs Expenditures.pdf](#)

[8D 5 FAB Rec Transit Center 01.28.2025.pdf](#)

[8D 6 SGM 2014 Parking Lot Study.pdf](#)

[8D 7 2024 Incremental Improvements.pdf](#)

9. TOWN COUNCIL REPORTS AND ACTIONS

Reports and Updates

10. EXECUTIVE SESSION

10.A Executive Session

[10 A Agenda Item Summary Exec Session - negotiation.pdf](#)

11. ADJOURNMENT

2025 DRAFT Agenda Overview

- 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:

- MJ signage regs / tax rate should they be revised?
- Roundabout updates
- Mall Transit Center
- Draw Site
- Center Site
- Connecting the Nodes
- Library update
- STR review
- Fire Mitigation
- Summer – Water Plant Tour with Darrell Smith & Kit Hamby
- 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.

Monday Feb 3 – Regular Meeting (Marolt gone, Fridstein virtual)

- Lighting Ordinance Discussion
- Ord #4 - Country Club TH Appropriation –Second reading
- Ordinance #2 – Adoption of 2024 Municipal Traffic Code – 1st Reading
- Ordinance #3 – code amendments to conform Penalty Provisions with State Law – 1st Reading
- Mall Transit Station Review
- CORE Contract
- DMP Update
- Ski Co Divide/ SHOP land use review
-

Monday February 10 – REGULAR Meeting

- Discussion/ background on route structure of Village Shuttle
- Review of employee survey results
- Receive community input on the Mall Transit Center proposal
- Ullrhof Special Review – Update on items from the December 2nd meeting

Tuesday Feb 18 – Regular Meeting

- Youthzone update – Jami Hayes
- Reso designating High Impact Events & Construction restrictions (before March 1st each year)
- Discussion RE: Workforce Housing Land Use Code Review process amendment
- Discussion Regarding Mall Transit Center

2025 DRAFT Agenda Overview

- Ordinance #2 – Adoption of 2024 Municipal Traffic Code – 2nd Reading
- Ordinance #3 – code amendments to conform Penalty Provisions with State Law – 2nd Reading
- Lighting Ordinance continued review
- Draw Site Continued Owners Review
- Discussion RE: Workforce Housing Land Use Code Review process amendment
-

EOTC – Thursday March – Pitkin County

Monday March 3 – Regular Meeting

- Adopt Council Goals
- Discussion Regarding Mall Transit Center

Monday March 10 – Work Session

-

Monday March 17 – Regular Meeting

- Reso for CGRB recommendations and distribution of funds
- Adopt Grant Criteria for 2025-26 grant Cycle

Monday April 7 – Regular Meeting

- Summer event overview or 4/14/25
- Town Attorney Update

Monday April 14 – Work Session

Monday April 21 – Regular Meeting

Monday May 5 – Regular Meeting

Monday May 12 – Work Session

Monday May 19 – Regular Meeting

Monday June 2 – Regular Meeting

- Senator & Rep Visit?
- Exec Session – personnel – performance reviews

EOTC – Thursday June – Town of Snowmass Village

Monday June 9 – Work Session

-

Monday June 16 – Regular Meeting

- Exec Session – personnel – Performance reviews

Monday July 7 – Regular Meeting

Monday July 14 – Work Session

2025 DRAFT Agenda Overview

Monday July 21 – Regular Meeting

Monday Aug 4 – Regular Meeting

- Discussion regarding community survey
- Town Attorney Update

Monday Aug 11 – Work Session

Monday Aug 18 – Regular Meeting

- EOTC Budget/work plan – Linda DuPriest

EOTC – Thursday August – Pitkin County -

Tuesday Sept 2 – Regular Meeting

Monday Sept 8 – Work Session

Monday Sept 15 – Regular Meeting,

Monday Oct 6 – Regular Meeting

- Budget
- Town Attorney Update

Monday Oct 13 – Work Session

- Budget

Monday Oct 20 – Regular Meeting

- POST Grant Ord – 1st reading?
- Budget – Comments from FAB

EOTC – Thursday October 24 – City of Aspen

Monday Nov 3 – Regular Meeting

- GID Meeting - Adopting the GID Budget
- Budget Adoption
- POST Grant – 2nd reading

Tuesday Nov 10 – Work Session

Monday Nov 17 – Regular Meeting

- B & C Applications

Monday Dec 1 – Regular Meeting

- Reso RE 2025 Meeting Dates
- Reso on Delinquent Solid Waste / Trash
- B & C Interviews

2025 DRAFT Agenda Overview

Monday Dec 8 – Special Meeting

- **GID Meeting – set Mill Levy**
- B & C Discussion

Monday Dec 15 – Regular Meeting

- B & C Resolution appointing new Members

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
 - Tourism – quarterly updates
 - Grants – Recent Awards; Review of Criteria; Purpose, etc.
 - SAAB
 - Planning

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

February 3, 2025

AGENDA ITEM:

Ordinance No. 2, Series of 2025 – An Ordinance Amending the Town of Snowmass Village Municipal Code by Repealing and Reenacting Chapter 8, Article I and Thereby Adopting by Reference the 2024 Edition of the “Model Traffic Code” and Providing Penalties for Violation Thereof

PRESENTED BY:

Jeff Conklin, Town Attorney
Dave Heivly, Assistant Police Chief

BACKGROUND:

The Colorado Department of Transportation (“CDOT”) periodically publishes an updated version of the Model Traffic Code (the “MTC”), which provides comprehensive traffic control regulations for local governments in the state. The Town previously adopted the 2020 Edition of the MTC along with local amendments. CDOT recently published the 2024 Edition of the MTC, which includes several changes from the 2020 MTC.

Town staff has conducted a review and incorporated local amendments into adoption of the 2024 MTC. Such local amendments include setting length and weight limitations of vehicles on certain roadways, imposing chain and traction laws within the Town, and incorporating a new state law prohibiting use of a mobile device while driving.

The proposed Ordinance would amend the Town’s Municipal Code by repealing and reenacting Chapter 8, Article I and adopting by reference the 2024 MTC along with the Town’s local amendments to the MTC.

FINANCIAL IMPACT:

N/A

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

N/A

COUNCIL OPTIONS:

1. Approve Ordinance No. 2, Series of 2025 on First Reading and Set the Second Reading for February 18, 2025.
2. Approve Ordinance No. 2, Series of 2025 on First Reading with amendments and set the Second Reading for February 18, 2025.
3. Deny Ordinance No. 2, Series of 2025 on First Reading.

STAFF RECOMMENDATION:

Town Staff recommends that Town Council make a motion to approve Ordinance No. 2, Series of 2025 on First Reading and Set the Second Reading for February 18, 2025.

ATTACHMENTS:

Ordinance No. 2, Series of 2025
Exhibit A – Amendment to Town Code – Chapter 8, Article I

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

3
4 **ORDINANCE NO. 2**
5 **SERIES OF 2025**
6

7 **AN ORDINANCE AMENDING THE TOWN OF SNOWMASS VILLAGE MUNICIPAL**
8 **CODE BY REPEALING AND REENACTING CHAPTER 8, ARTICLE I AND THEREBY**
9 **ADOPTING BY REFERENCE THE 2024 EDITION OF THE “MODEL TRAFFIC**
10 **CODE” AND PROVIDING PENALTIES FOR VIOLATION THEREOF**
11

12 WHEREAS, The Town of Snowmass Village (“TOSV”) is a home-rule municipality,
13 duly organized and existing under the TOSV's Charter adopted pursuant to Article XX of
14 the Constitution of the State of Colorado; and
15

16 WHEREAS, Section 3.3 of the TOSV's Charter confers upon Town Council the
17 power to amend the TOSV Municipal Code (the “Code”); and
18

19 WHEREAS, C.R.S. § 42-4-110 provides for uniform traffic regulations throughout
20 the state and C.R.S. § 31-16-201 et seq. authorizes local governments to adopt uniform
21 codes by reference, including the Model Traffic Code; and
22

23 WHEREAS, Chapter 8, Article I of the Code provides for adoption of the Model
24 Traffic Code, 2020 Edition; and
25

26 WHEREAS, the Colorado Department of Transportation has published the Model
27 Traffic Code, 2024 Edition; and
28

29 WHEREAS, Town staff has undertaken a review of the Model Traffic Code, 2024
30 Edition and recommends to Town Council that it be adopted by the TOSV as amended
31 below; and
32

33 WHEREAS, Town Council wishes to amend the Code as provided herein; and
34

35 WHEREAS, Town Council finds that the adoption of this Ordinance is in the best
36 interest of the TOSV.
37

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

- 41 1. Recitals. The foregoing recitals are incorporated herein as findings of the Town
42 Council.
43

- 44 2. Text Amendments. Town Council hereby repeals Chapter 8, Article 1 of TOSV
45 Municipal Code in its entirety and adopts the 2024 Model Traffic Code, with
46 amendments, as Chapter 8, Article 1 and as set forth in **Exhibit A**.
47
48 3. Severability. If any provision of this Ordinance or application hereof to any
49 person or circumstance is held invalid, the invalidity shall not affect any other
50 provision or application of this Ordinance which can be given effect without the
51 invalid provision or application, and, to this end, the provisions of this Ordinance
52 are severable.
53
54 4. Effective Date. This Ordinance shall be effective 15 days after adoption in
55 accordance with the Town of Snowmass Village Home Rule Charter.
56

57 READ, APPROVED AND ADOPTED by the Town Council of the Town of
58 Snowmass Village on First Reading on _____, 2025, upon a motion by Council
59 Member _____, the second of Council Member _____, and upon a
60 vote of _____ in favor and _____ against.
61

62 READ, APPROVED AND ADOPTED as amended, by the Town Council of the
63 Town of Snowmass Village on Second Reading on _____, 2025, upon a motion
64 by Council Member _____, seconded by Council Member _____,
65 and upon a vote of ____ in favor and ____ against.
66

67 **TOWN OF SNOWMASS VILLAGE**
68
69

70 _____
71 Alyssa Shenk, Mayor

72 ATTEST:
73
74

75 _____
76 Megan Harris Boucher, Town Clerk
77

78 APPROVED AS TO FORM:
79
80

81 _____
82 Jeff Conklin, Town Attorney
83

EXHIBIT A
AMENDMENT TO TOWN CODE

Chapter 8, Article I of the Code is repealed and replaced with the following:

DRAFT

Sec. 8-1. Adoption.

Pursuant to parts 1 and 2 of Article 16 of Title 31 and part 4 of Article 15 of Title 30, C.R.S. and Section 4.11 of the Town Charter, there is hereby adopted by reference the 2024 edition of the "Model Traffic Code" promulgated and published as such by the Colorado Department of Transportation, Safety and Traffic Engineering Branch, 2829 W. Howard Pl. Denver, CO 80204. The subject matter of the Model Traffic Code ("MTC") relates primarily to comprehensive traffic control regulations for the Town. The purpose of this Article and the code adopted herein is to provide a system of traffic regulations throughout the State and the nation. Three (3) copies of the Model Traffic Code adopted herein are now filed in the office of the Town Clerk and may be inspected during regular business hours.

Sec. 8-2. Deletions, amendments and additions to the MTC.

- (a) The following Articles and Sections of the MTC are hereby deleted:
 - (1) Subsection (13) of Section 109, a local amendment to the MTC;
 - (2) Subsections (8)(a) and (b) of Section 228, a local amendment to the MTC;
- (b) Section 228 of the MTC is hereby amended by the addition of Section 228.5 which reads as follows:

Section 228.5 Chain and Traction Laws.

(1) Chain Law

(a) As deemed necessary for public safety, the Police Department is authorized to restrict any portion of a public street or highway within the Town to commercial vehicles, including buses by the enactment of a "chain law." Commercial vehicles and buses shall be equipped pursuant to subsection (b) of this amendment.

(b) The driver of a commercial vehicle with four or more drive wheels, other than a bus, shall affix tire chains to at least four of the drive-wheel tires when the vehicle is required to be equipped with tire chains under this subsection. The driver of a bus shall affix tire chains to at least two of the drive-wheel tires when the vehicle is required to be equipped with tire chains under this subsection.

(c) A closure or restriction under this subsection is in effect when signs and/or emergency notification through Pitkin County emergency notification systems, including, but not limited to temporary or electronic signs that notify the public of the closure or restriction are erected upon the roadway. It is unlawful to proceed when a restriction is in effect without the equipment required by this subsection.

(d) "Tire chains" means metal chains consisting of two circular metal loops, one on each side of the tire, connected by no fewer than nine evenly spaced chains across the tire tread.

(e) Buses operated by a governmental entity operating within the Town of Snowmass Village shall be exempted from this restriction.

(f) A person who violates this ordinance while operating a commercial vehicle and the violation causes a closure in a travel lane shall be subject to an enhanced penalty

(2) Traction Law

(a) From September 1st through May 31st of each year or when enacted by a police officer, when icy or snow-packed conditions exist on any roadway within Snowmass Village, all vehicles operating on any roadway must be equipped with the following: Tire chains or an alternate traction device; four-wheel drive with tires that have a tread depth of at least three sixteenths of an inch and that are adequate for the conditions; all-wheel drive with tires that have a tread depth of at least three sixteenths of an inch and that are adequate for the conditions; or tires that are imprinted by a

manufacturer with a mountain-snowflake, "MS", "M+S", or "M/S" symbol or that are all-weather rated by the manufacturer and that have a tread depth of at least three sixteenths of an inch.

(b) As used in this subsection:

(I) "Alternate traction device" means a device that is approved by the Colorado Department of Transportation as capable of providing traction comparable to that of metal chains or tire cables under similar conditions.

(II) "Equipped" means that a motor vehicle uses or carries the appropriate traction equipment for icy or snow-packed conditions.

(III) "Tire chains" means metal chains consisting of two circular metal loops, one on each side of the tire, connected by no fewer than nine evenly spaced chains across the tire tread.

(c) Any person who operates a vehicle in violation of these restrictions, where the result of the violation is an incident that causes the closure of a travel lane in one or both directions, shall be subject to an enhanced penalty.

(d) Buses operated by a governmental entity operating within the Town of Snowmass Village shall be exempted from this restriction.

(c) Section 239 of the MTC is hereby replaced by the text of 42-4-239 C.R.S. effective January 1, 2025, as follows:

Section 239. Use of a mobile electronic device - definitions - penalty.

(1) As used in this section, unless the context otherwise requires:

(a) "Emergency" means a circumstance in which an individual:

(I) Has reason to fear for the individual's life or safety or believes that a criminal act may be perpetrated against the individual or another individual, requiring the use of a mobile electronic device when the individual is driving a motor vehicle; or

(II) Reports a fire, a traffic accident in which one or more injuries are apparent, a serious road hazard, a medical or hazardous materials emergency, or an individual who is driving in a reckless, careless, or unsafe manner.

(b) "First responder" means:

(I) A peace officer, as described in section 16-2.5-101;

(II) A firefighter, as defined in section 29-5-203 (10);

(III) A volunteer firefighter, as defined in section 31-30-1102 (9)(a);

(IV) An emergency medical service provider, as defined in section 25-3.5-103 (8); or

(V) Any other individual who responds in a professional capacity to a public safety emergency.

(c) "Hands-free accessory" means an accessory with a feature or function that enables an individual to use a mobile electronic device without using either hand, except to activate, deactivate, or initiate the feature or function with a single touch or single swipe.

(d)

(I) "Mobile electronic device" means a handheld or portable electronic device capable of providing voice communication between two or more persons, amusement, or the wireless transfer of data.

(II) "Mobile electronic device" does not include:

(A) A radio, citizens band radio, or citizens band radio hybrid;

- (B) A commercial two-way radio communication device or its functional equivalent;
- (C) A subscription-based emergency communication device;
- (D) A prescribed medical device;
- (E) An amateur or ham radio device; or
- (F) Systems that are designed for and installed within the vehicle's electronics, such as an in-vehicle security, navigation, communications, or remote diagnostics system.

(e) "Operating a motor vehicle" means driving a motor vehicle on a public highway. "Operating a motor vehicle" does not include maintaining the instruments of control of a motor vehicle while the motor vehicle is at rest in a shoulder lane or lawfully parked.

(f) "Use" or "using" means:

(I) Physically holding a mobile electronic device in the driver's hand or pinning a mobile electronic device to a driver's ear to conduct voice-based communication; except that an individual may use a speaker or other listening device that is built into protective headgear or a device or portion of a device that only covers all or a portion of one ear and that is connected to a wireless, handheld telephone as provided in section 42-4-1411;

(II) Watching a video or movie on a mobile electronic device, other than watching data related to the navigation of the motor vehicle; or

(III) Writing, sending, or reading text-based communication, including a text message, instant message, e-mail, or internet data, on a mobile electronic device; except that text-based communication does not include:

(A) A voice-based communication that is automatically converted by the mobile electronic device to be sent as a message in written form; or

(B) Communication concerning the navigation of a motor vehicle.

(2) Except as specified in subsection (3) of this section, an individual shall not use a mobile electronic device while operating a motor vehicle.

(3) It is not a violation of subsection (2) of this section to use a mobile electronic device:

(a) To contact a public safety entity;

(b) During an emergency;

(c) When an employee or contractor of a utility is acting within the scope of the employee's or contractor's duties when responding to a utility emergency;

(d) When an employee or contractor of a city or county is acting within the scope of the employee's or contractor's duties as a code enforcement officer or animal protection officer; or

(e) During the performance of a first responder's official duties.

(4)

(a) Except as provided in subsection (4)(b) of this section, an individual who violates this section commits a class A traffic infraction, and the court shall assess a penalty as follows:

(I) A fine of seventy-five dollars and a surcharge of ten dollars for the first offense within the immediately preceding twenty-four months;

(II) A fine of one hundred fifty dollars and a surcharge of ten dollars for the second offense within the immediately preceding twenty-four months; or

(III) A fine of two hundred fifty dollars and a surcharge of ten dollars for the third or subsequent offense within the immediately preceding twenty-four months.

(b)

(I) An individual charged with violating subsection (2) of this section shall not be convicted if the individual:

(A) Produces a hands-free accessory or proof of purchase of a hands-free accessory; and

(B) Affirms under penalty of perjury that the individual has not previously had a charge dismissed under this subsection (4)(b).

(II) The court clerk may dismiss the charge if the clerk verifies that the individual has complied with both subsections (4)(b)(I)(A) and (4)(b)(I)(B) of this section.

(c) If the individual's actions are the proximate cause of bodily injury to another, the individual commits a class 1 misdemeanor traffic offense and shall be punished as provided in section 42-4-1701 (3)(a)(II).

(d) If the individual's actions are the proximate cause of death to another, the individual commits a class 1 misdemeanor traffic offense and shall be punished as provided in section 42-4-1701 (3)(a)(II).

(5) This section does not apply to an individual with a commercial driver's license who is operating a commercial vehicle.

(6) An individual operating a motor vehicle shall not be cited for a violation of subsection (2) of this section unless a law enforcement officer saw the individual use a mobile electronic device in a manner that caused the individual to drive in a careless and imprudent manner, without due regard for the width, grade, curves, corners, traffic, and use of the streets and highways and all other attendant circumstances, as prohibited by section 42-4-1402.

(7) This section does not authorize the seizure and forfeiture of a mobile electronic device, unless otherwise provided by law.

(d) Section 504 of the MTC is hereby amended by the addition of Section 504.5 which reads as follows:

(1) Length limitations on certain roadways.

(a) The length limitations set forth in Section 504 of the MTC shall apply to the following roads:

1. Brush Creek Road.
2. Carriageway Road, a/k/a Snowmelt Road.
3. Snowmass Club Circle.
4. Daly Lane.
5. Divide Road.
6. Elbert Lane.
7. Fall Lane.
8. Faraway Road to the driveway of the Ridge Condominiums.
9. Highline Road.
10. Owl Creek Road.
11. Wood Road to the driveway of the Wood Run V Condominiums.

On all other roads in the Town, the maximum length of a vehicle or combination of vehicles shall be forty-five (45) feet. A special permit for over-length vehicles for material delivery or mobilization of equipment may be granted, but not for continuous trips by vehicles engaged in ongoing construction activities related to earthwork excavation or roadway construction.

- (e) Section 508 of the MTC is hereby amended by the addition of Section 508.5 which reads as follows:

(1) Seasonal weight limitations.

(a) There shall be a weight limitation of forty thousand (40,000) pounds GVW on all Town roads between 12:00 a.m. on March 15 to 12:00 p.m. on June 15 of every year. The load limitation may be waived or modified at the discretion of the Public Works Director based on the structural integrity of the road system in any particular year, due to climatic conditions. A special permit may be granted to vehicles used for the mobilization of equipment only; maximum GVW allowed for five-axle vehicles (two [2] tandem axle groups) shall be sixty thousand (60,000) pounds GVW; maximum GVW for seven-axle vehicles (two [2] tri-axle groups) shall be eighty thousand (80,000) GVW.

(b) Exemption from seasonal weight limitations. The following roads shall be exempt from the seasonal weight limitations set forth in this Code:

1. Brush Creek Road.
2. Carriageway Road, a/k/a Snowmelt Road.
3. Snowmass Club Circle.
4. Daly Lane.
5. Divide Road.
6. Elbert Lane.
7. Fall Lane.
8. Faraway Road to the driveway of the Ridge Condominiums.
9. Highline Road.
10. Owl Creek Road.
11. Wood Road to the driveway of the Wood Run V Condominiums."

- (f) Section 509(1) of the MTC is hereby amended to read as follows:

"Any police or peace officer, as defined in section 16-2.5-101 C.R.S., having reason to believe that the weight of a vehicle and load is unlawful, is authorized to require the driver to stop and submit to a weighing of the same by means of either portable or stationary scales or shall require that such vehicle be driven to the nearest public scales."

- (g) Subsections 1101(2)(b) [and] 1101(2)(c) of the Model Traffic Code are hereby amended to read as follows:

1101(2)(b) Fifteen miles per hour in any business district, as defined in section 42-1-102(11), C.R.S.; and

1101(2)(c) Twenty miles per hour in any residence district, as defined in section 42-1-102(80), C.R.S.

- (h) Section 1202 of the MTC is amended by the addition of the Section 1202.5 which reads as follows:

(1) No persons shall park a motor vehicle which exceeds 18 feet in length in any Town regulated parking lot. The Town Manager or designee may, from time to time, designate parking lots or other areas where the parking of oversized vehicles will be allowed and may promulgate such rules and regulations governing the same as deemed appropriate.

(2) No person shall park any vehicle upon a street, highway or public parking lot in such a manner or under such conditions as to interfere with the free movement of vehicular or pedestrian traffic or proper street, highway or public parking lot maintenance and snow removal.

(3) No person shall store any items of personal property, including but not limited to automobiles, recreation vehicles, trailers, construction equipment or materials, or similar items, in or upon any Town-regulated parking lot without an approved storage permit from the Town. For the purpose of this regulation, any such item of personal property which has remained in the same general location or upon any Town-regulated parking lot for more than 96 consecutive hours shall be deemed to be stored by the owner thereof.

(4) Whenever any police officer finds a vehicle, attended or unattended, stopped, standing or parked upon any portion of a public road, street or parking lot normally open to and accessible by the public within this municipality in such manner as to constitute a violation of Section 1204 of this code, or left unattended for a period of twenty-four (24) or more hours and presumed to be abandoned under the conditions prescribed by Sections 42-4-1803(2) and 42-4-1804(2), C.R.S., or any of the circumstances or conditions listed below, such officer shall require such vehicle to be moved, removed or cause the same to be immobilized, moved or removed and placed in storage in the nearest garage or other place of safety designated or maintained by the municipality, and neither the officer nor anyone operating under his direction shall be liable for any damage to such vehicle occasioned by such movement, immobilization or removal.

1. Vehicle left unattended and unlocked with engine running, or ignition unlocked, or keys left in the ignition switch.

2. Vehicle stopped, standing or parked upon any area or portion of a street or parking lot in violation of or contrary to a parking limitation or prohibition set forth in the MTC, provided that such street or parking lot has been posted with an official sign or signs giving notice of such limitation or prohibition.

3. When any vehicle is stopped, standing or parked in violation of any traffic ordinance and is an obstruction or hazard to any lawful function or restricts normal ingress or egress to public or private property.

4. When the operator or person exercising control over a vehicle is taken into custody by the police department and the vehicle would thereby be left unattended upon public or private property.

5. When any vehicle is found being operated upon any road, street or public way in violation of the provisions of Sections 202, 204—210, 223 and 224 of the MTC herein.

6. When the owner or operator of a vehicle is reasonably suspected to be using invalid license plates, license permits or inspection certificates.

7. (i) When any vehicle is reasonably suspect of being involved in any hit-and-run accident; or

- (ii) when any vehicle is under the control of a driver who is reasonably suspected of having been involved in any hit-and-run accident.

8. When any vehicle is reasonably suspected of being stolen or parts thereof to be stolen.

9. When the owner/operator of any vehicle is turned into custody for a suspected misdemeanor or felony, or when the vehicle is suspected of containing stolen goods or other contraband.

10. When any vehicle has had an immobilizing device unlawfully removed therefrom or any vehicle has been unlawfully removed from the police storage or impounded area without obtaining a proper release for the vehicle or without payment of the required release fees.

11. When any vehicle is stopped, standing or parked on any public street, road or alley or any private street, road, alley or driveway in a manner that restricts the clear unobstructed width to less than twenty (20) feet, when such street, road, alley or driveway provides emergency vehicle access to

any building. It is intended that fire equipment be able to position at any point along these streets, roads, alleys or driveways for the purpose of conducting fire suppression or rescue operations.

12. When any vehicle is stopped, standing or parked within ten (10) feet of the point on the street, road, alley or driveway closest to a fire hydrant or when any vehicle in any way obstructs a fire hydrant or fire department connection for an automatic sprinkler or standpipe system that prevents its being readily accessible to the fire department.

13. When the owner of a vehicle has failed to respond to four (4) or more notices of parking violations within the specified ten (10) days from the first notice, or if an arrest warrant has been issued for the owner."

- (i) Section 1204(1) of the MTC is hereby amended by the addition of the following subsection (l) after subsection (k):

(l) On any roadway or within six (6) feet of the main traveled portion of such roadway unless otherwise permitted by official sign."

- (j) Section 1204 of the MTC is hereby further amended by the addition of Section 1204.5, which shall read as follows:

(1) No person shall remove or cause to be removed any immobilizing device that has been installed or affixed by any personnel of the Town of Snowmass Village or remove or cause to be removed any vehicle from any authorized police storage area or impound facility without first paying any required fee and obtaining a written release from the police department and exhibiting such written release to any police officer upon demand.

(2) As to any vehicle impounded by or at the request of the Town of Snowmass Village, its agents or employees, a person who has a legal entitlement to possession of the vehicle has a right to a post-seizure administrative hearing to determine whether there was probable cause to impound the vehicle, if such person files a written demand, on forms to be provided by the Town, with the Town of Snowmass Village within ten (10) days after the mailing of a Notice of Stored Vehicle. The Notice of Stored Vehicle shall be mailed to the registered owner or the owner's agent, based on the address reflected on the vehicle registration, within forty-eight (48) hours, excluding weekends and holidays, after impounding and storage of such vehicle.

(3) As to any vehicle immobilized by or at the request of the Town of Snowmass Village, its agents or employees, an Immobilization Notice will be affixed to the immobilized vehicle stating that release can be obtained only after the owner (or agent) posts a bond with the Clerk of the Municipal Court or the Police Department, after which a post-seizure administrative hearing to determine whether there was probable cause to immobilize such vehicle may be held if a written request for such a hearing is made within twenty (20) days of the payment of the bond.

(4) The post-seizure hearing shall be conducted before a hearing officer designated by the Town Manager within forty-eight (48) hours of receipt of a written demand therefor from the person seeking the hearing unless such person waives the right to a speedy hearing. Weekends and holidays are to be excluded from the calculation of the forty-eight-hour period. The hearing officer shall be someone other than the person who directed the impounding and storage, or immobilization, of the vehicle. The sole issue before the hearing officer shall be whether there was probable cause to impound or immobilize the vehicle in question. 'Probable cause to impound or immobilize' shall mean such a state of facts which would lead a person of ordinary care and prudence to believe that there was a sufficient breach of local, state or federal law to authorize the removal or immobilization of the vehicle."

- (k) Section 1205 of the MTC is hereby amended by the addition of Section 1205.5 which shall read as follows:

(1) On those streets and municipal parking lots which have been approved for angle parking, no person shall stop, stand or park a vehicle at other than the angle so approved."

- (l) Part 12 of the MTC is hereby amended by the addition of the following section:

1212. Pay Parking access for disabled.

(1) A person who owns, operates, or manages a parking space that requires remuneration shall not tow, boot, or otherwise take adverse action against an individual or motor vehicle parking in the space for failure to pay the remuneration if the motor vehicle bears a remuneration-exempt identifying placard issued pursuant to section 42-3-204, C.R.S.

(2) Notwithstanding any statute, resolution, or ordinance of the State of Colorado, political subdivision of Colorado, or a governing board of a state institution of higher education, parking in a space without paying the required remuneration is not a violation of the statute, resolution, or ordinance if the conditions specified in subsection (1) of this section are met.

(3) A law or parking enforcement agency shall withdraw any penalty assessment notice or summons and complaint that is deemed not to be a violation under subsection (2) of this section within five business days after being shown proof that the individual cited has a valid remuneration-exempt identifying placard.

1212.5. Engine idling.

(a) Except as hereinafter provided, it shall be unlawful for any person to idle or permit the idling of the motor of any stationary motor vehicle.

(b) During the period between October 31 and May 1 of each year, vehicles shall be permitted to idle in a stationary position for a period of up to five (5) minutes for purposes of engine and passenger compartment warming.

(c) This section shall not apply when an engine must be operated in the idle mode for safety reasons, including but not limited to the operation of cranes and forklifts used in the construction industry, for maintaining product integrity, including but not limited to the operation of cement trucks with rotating drums and food trucks with refrigeration or for emergency response vehicles.

(d) Engine idling by diesel-powered motor vehicles with a gross weight rating of ten thousand (10,000) pounds or more, for the period of time required to achieve an engine temperature of one hundred twenty (120) degrees Fahrenheit and an air pressure of one hundred (100) pounds per square inch, shall be permitted at all times. The temperature and air pressure as indicated on the vehicle's gauges may be used for determining the diesel engine's temperature and air pressure.

(e) Engine idling of transportation vehicles during active loading or discharging of passengers shall be permitted at all times. A transportation vehicle shall be defined for purposes of this section to mean motor vehicles designed to transport a minimum of sixteen (16) persons."

(m) Section 1406 of the MTC is amended by the addition of the following subsection:

(7) No person shall place or cause to be placed snow on or upon any area that is owned or controlled by the Town, including, without limitation, parking lots, rights-of-way, roads, sidewalks or trails, unless such person has first obtained the approval of the Public Works Director.

Sec. 8-3. Applicability.

This Article shall apply to every street, alley, sidewalk area, driveway, park and every other public way, public place or public parking area, either within or outside the corporate limits of the Town, the use of which the Town has jurisdiction and authority to regulate. The provisions of Sections 1401, 1402, 606 and 1413 of the adopted Model Traffic Code, respectively concerning reckless driving, careless driving, unauthorized devices and eluding officers, shall apply not only to public places and ways but also throughout the Town.

Sec. 8-4. Penalties.

It is unlawful for any person to violate any of the provisions stated or adopted in this Chapter. The arresting officer may offer to give a notice to the person in charge of or operating the motor vehicle involved, which

notice shall be in the form of a penalty assessment notice. Should the person to whom the penalty assessment notice is tendered accept said notice, such acceptance shall constitute an acknowledgement of guilt by such person of his or her violation of the offense stated in such notice and a promise on such person's part to pay the fine specified in the official penalty assessment schedule of the Town, either in person or by mail within twenty (20) days of the date of arrest. Refusal or inability to remit the specified fine by mail when required shall constitute a refusal to accept a penalty assessment notice. The officer shall advise the person arrested of the points to be assessed in accordance with state law. Acceptance and payment of the prescribed fine shall be deemed a complete satisfaction for the violation, and the violator shall be given a receipt which so states when such fine is paid in currency or other form of legal tender. Checks tendered by the violator and accepted by the Town and on which payment is received by the Town shall be deemed sufficient receipt. Should the violator refuse to accept the notice prescribed above when tendered, the officer shall proceed to issue a summons and complaint requiring appearance of the violator in Municipal Court. Should the violator accept the notice but fail to pay the prescribed penalty within twenty (20) days thereafter, the notice shall be construed to be a summons for the particular charge indicated, and the prosecution for said violation shall thereafter be heard in the Municipal Court, and the violator shall be privileged to answer the charge made against him or her in the same manner as if he or she had not been served with a penalty assessment summons.

Sec. 8-5. Validity.

If any part or parts of this Article are for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Article. The Town Council hereby declares that it would have passed the ordinance codified herein and each part or parts thereof, irrespective of the fact that any one (1) part or parts be declared invalid.

Sec. 8-6—8-20. – Reserved.

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

February 3, 2025

AGENDA ITEM:

Ordinance No. 3, Series of 2025 – An Ordinance Approving Code Amendments to Section 1-72 of the Town of Snowmass Village Municipal Code to Conform Penalty Provisions with State Law

PRESENTED BY:

Jeff Conklin, Town Attorney

BACKGROUND:

Section 1-72 of the Town's Municipal Code (the "Code") contains the general penalty for municipal offenses in the Town. Under Colorado law, the penalty for a municipal offense may not exceed the maximum penalty for violation of a similar state law. The proposed amendment to the Code addresses any potential disparity that may arise between municipal and state penalties by clarifying that for a municipal violation that also constitutes a violation of similar state law, the penalty shall not exceed the penalty provided for by applicable provisions in the Colorado Revised Statutes.

The proposed amendment to the Code is included in the Ordinance for your reference. If approved, the Ordinance will take effect in 30 days.

FINANCIAL IMPACT:

N/A

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

N/A

COUNCIL OPTIONS:

1. Approve Ordinance No. 3, Series of 2025 on First Reading and Set the Second Reading for February 18, 2025.

2. Approve Ordinance No. 3, Series of 2025 on First Reading with amendments and set the Second Reading for February 18, 2025.
3. Deny Ordinance No. 3, Series of 2025 on First Reading.

STAFF RECOMMENDATION:

Town Staff recommends that Town Council make a motion to approve Ordinance No. 3, Series of 2025 on First Reading and Set the Second Reading for February 18, 2025.

ATTACHMENTS:

Ordinance No. 3, Series of 2025

1 TOWN OF SNOWMASS VILLAGE
2 TOWN COUNCIL

3
4 ORDINANCE NO. 3
5 SERIES OF 2025
6

7 AN ORDINANCE APPROVING CODE AMENDMENTS TO SECTION 1-72 OF THE
8 TOWN OF SNOWMASS VILLAGE MUNICIPAL CODE TO CONFORM PENALTY
9 PROVISIONS WITH STATE LAW
10

11 WHEREAS, The Town of Snowmass Village ("TOSV") is a home-rule municipality,
12 duly organized and existing under the TOSV's Charter adopted pursuant to Article XX of
13 the Constitution of the State of Colorado; and
14

15 WHEREAS, Section 3.3 of the TOSV's Charter confers upon Town Council the
16 power to amend the TOSV Municipal Code (the "Code"); and
17

18 WHEREAS, Section 1-72 of the Code sets forth the general penalty for violation of
19 the Code; and
20

21 WHEREAS, Town Council wishes to conform penalties in the Code with State law
22 penalties for similar conduct; and
23

24 WHEREAS, Town Council finds and determines that the following amendment to
25 Section 1-72 of the Code is necessary to protect the public health, safety, and welfare of
26 the citizens of the TOSV; and
27

28 WHEREAS, Town Council finds that the adoption of this Ordinance is in the best
29 interest of the TOSV.
30

31 NOW, THEREFORE, BE IT ORDAINED, by the Town Council of the Town of
32 Snowmass Village, as follows:
33

- 34 1. Recitals. The foregoing recitals are incorporated herein as findings of the Town
35 Council.
36
37 2. Text Amendments. TOSV Municipal Code **Sec. 1-72** is hereby amended with
38 **bold, underlined** additions and ~~strikethrough~~ deletions, as follows:
39

40 **Sec. 1-72. - General penalty for violation.**
41

- 42 (a) When in this Code or in any ordinance of the Town an act is prohibited or is
43 made or declared to be unlawful or an offense or a misdemeanor, or
44 wherever in such Code or ordinance the doing of any act is required or the
45 failure to do any act is declared to be unlawful, and no specific penalty is

provided therefor, the violation of any such provision of this Code or any such ordinance shall be punished by a fine not exceeding one thousand dollars (\$1,000.00) or imprisonment for a period of not more than one (1) year, or both such fine and imprisonment at the discretion of the court. Each day any violation of this Code or of any ordinance continues shall constitute a separate offense, unless otherwise provided. **Notwithstanding any provision of this Code or any fines adopted pursuant to this Code to the contrary, the penalty for any offense that also constitutes a violation of similar state law shall not exceed the penalty provided for by the applicable provisions of the Colorado Revised Statutes.**

(b) Whenever in this Code or in any ordinance of the Town the doing or failure to do an act (except traffic offenses) is punishable by imprisonment, nothing therein shall be construed to authorize the Municipal Judge to impose any jail sentence on any person under eighteen (18) years old charged with such offense, and the imposition of jail sentences upon such juvenile offenders by the Municipal Court is hereby prohibited.

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 15 days after adoption 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 _____, 2025, upon a motion by Council Member _____, the second of Council Member _____, and upon a vote of _____ in favor and _____ against.

READ, APPROVED AND ADOPTED as amended, by the Town Council of the Town of Snowmass Village on Second Reading on _____, 2025, upon a motion by Council Member _____, seconded by Council Member _____, and upon a vote of ____ in favor and ____ against.

TOWN OF SNOWMASS VILLAGE

Alyssa Shenk, Mayor

ATTEST:

Megan Harris Boucher, Town Clerk

APPROVED AS TO FORM:

Jeff Conklin, Town Attorney

DRAFT

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

February 3, 2025

AGENDA ITEM:

Consideration of ORDINANCE NO. 4, SERIES OF 2025-SECOND READING OF **AN ORDINANCE AMENDING THE 2025 BUDGET FOR THE CAPITAL IMPROVEMENT PROJECTS (CIP) FUND FOR THE TOWN OF SNOWMASS VILLAGE AND APPROPRIATING FUNDS FOR EXPENDITURE IN 2025.**

PRESENTED BY:

Marianne Rakowski, Finance Director
Clint Kinney, Town Manager

BACKGROUND:

At the Town Council meeting on January 6, 2025, the Town Council approved entering into a contract to purchase Country Club Town Home (CCTH) Unit 19 for \$550,000. In addition to the \$550,000, staff is adding \$10,000 for closing costs for a total budget adjustment of \$560,000.

Second reading of Ordinance No. 4, Series of 2025 revises the 2025 Capital Improvement Projects Fund budget for the purchase of CCTH Unit 19.

FINANCIAL IMPACT:

Ordinance No. 4, Series of 2025, revises the 2025 adopted budget and appropriates these funds for spending.

The CIP Fund has reserves set aside for the employee housing program and this is where the funding will come from.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

The Town Budget remains one of the keystone policy documents the Town Council adopts. It is the primary tool to pay for and implement Town Council goals. Revising the 2025 budget will ensure the Council's goals and objectives can continue to be met.

COUNCIL OPTIONS:

1. Approve, Modify or Deny Ordinance No. 4, Series of 2025

STAFF RECOMMENDATION:

It is the recommendation of the Town Staff that the Council approve the Second Reading of Ordinance No. 4, Series of 2025 revising the 2025 budget.

ATTACHMENTS:

- A. Ordinance No. 4, Series of 2025

1 SNOWMASS VILLAGE
2 TOWN COUNCIL

3
4 ORDINANCE NO. 4
5 SERIES OF 2025
6

7
8
9 **AN ORDINANCE AMENDING THE 2025 BUDGET FOR THE CAPITAL**
10 **IMPROVEMENT PROJECTS (CIP) FUND FOR THE TOWN OF SNOWMASS**
11 **VILLAGE AND APPROPRIATING FUNDS FOR EXPENDITURE IN 2025.**
12

13 WHEREAS, Clint Kinney, Town Manager, has submitted changes to the 2025
14 Adopted Budget; and
15

16 WHEREAS, the 2025 amendments include changes to the Capital Improvement
17 Projects Fund; and
18

19 WHEREAS, the Capital Improvement Projects Fund is revised to include an
20 increase in expenditures to purchase Country Club Town Home Unit 19; and
21

22 WHEREAS, the Town of Snowmass Village Home Rule Charter requires
23 adjustments to the budget when circumstances change relating to the budget.
24

25 NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of
26 Snowmass Village, Colorado:
27

28
29 Section One: Revised Budget

30 That the Town of Snowmass Village 2025 budget for the Capital
31 Improvement Projects (CIP) Fund be adjusted to include the below
32 amendments.
33

34 Section Two: Appropriation

35 That the below 2025 revised expenditures are hereby appropriated for
36 expenditure during the 2025 budget year.
37

38 Section Three: Effective Date

39 This Ordinance shall become effective upon adoption in accordance with
40 Article X, Section 9.11 (e) of the Home Rule Charter.
41
42
43
44
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47

**Town of Snowmass Village
Budget Changes – 2025**

	2025	2025
	<u>Revenues</u>	<u>Expenditures</u>
CIP Fund	\$ -0-	\$ 560,000
TOTAL	\$ -0-	\$ 560,000

48

49 INTRODUCED, READ AND ADOPTED on first reading by the Town Council of
50 Snowmass Village, Colorado on the 21st day of January, 2025 with a motion made by
51 Council Member Fridstein and seconded by Council Member Marolt and by a vote of 5
52 in favor to 0 opposed.

53

54 INTRODUCED, READ AND ADOPTED on second reading by the Town Council of
55 Snowmass Village, Colorado on the 3rd day of February, 2025 with a motion made by
56 _____ and seconded by _____, and by a vote of ___ in favor to ___
57 opposed. A roll call was taken, those in favor were _____,
58 those opposed were _____.

59

60

61

62

TOWN OF SNOWMASS VILLAGE

63

64

Alyssa Shenk, Mayor

65

66 ATTEST:

67

68

69 _____
Megan Harris Boucher, Town Clerk

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

February 3, 2024

AGENDA ITEM:

Divide 'SHOP' Workforce Housing - Aspen Skiing Company

PRESENTED BY:

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

BACKGROUND:

The purpose of the public hearing is to hear a proposal by Aspen Skiing Company to construct a single, three-story building, containing 30 units of workforce housing on Lot 44 - Divide Subdivision which was approved as a Planned Unit Development (PUD) pursuant to Ordinance No. 16 of 1989. The current PUD allows for a maximum of 3 affordable housing units as part of a larger approved operations facility (Phase 2) – which was never built on the subject site.

NOTE: The site plan for the project has changed since it was first introduced at the joint meeting with Planning Commission and Town Council on October 21, 2024. Since that time, the site plan has been modified – an amendment that was supported by the TOSV Development Review Team and Planning Commission.

FINANCIAL IMPACT:

There is no significant fiscal impact with this land use review process as the cost associated with the development would be shouldered by Aspen Skiing Company and contained within their own property. The proposed project will offer housing for on-mountain employees which directly contributes to the vitality of Snowmass Village as a community and world class ski destination.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

Staff finds that the project contributes to the following goals and objectives identified in the 2018 Comprehensive Land Use Plan to “Provide More Employee Housing.”

This project is also intended to meet the 2023 Town Council Goal to: “Identify and Provide More Affordable, Community, Workforce Housing.”

COUNCIL OPTIONS:

The Town Council may approve the Sketch Plan proposal (allowing the applicant to proceed for Preliminary Plan), continue the public hearing for further review at a future date, or deny the application.

STAFF RECOMMENDATION:

The Town Council should listen to the presentations from Staff and the applicant and consider Planning Commission Resolution No. 1 of 2025 - recommending approval of the Sketch Plan application. Council should then open the item to the public for comments, questions, and input. The Town Council should also consider the draft resolution in the packet which is crafted in the affirmative in accordance with the Planning Commission recommendation.

ATTACHMENTS:

- A. PC Resolution No. 1 of 2025
- B. Planning Commission Staff memo 12/18/2024
- C. Sketch Plan application submittal
- D. Sketch Plan application exhibits
- E. Internal TOSV Referral Comments
- F. Public Comment
- G. Draft Resolution No. XX of 2025
- H. Traffic Impact Analysis

**TOWN OF SNOWMASS VILLAGE
PLANNING COMMISSION**

**RESOLUTION NO. 1
SERIES OF 2025**

A RESOLUTION RECOMMENDING APPROVAL OF A SKETCH PLAN – MAJOR AMENDMENT TO A FINAL PLANNED UNIT DEVELOPMENT (PUD) APPLICATION FOR DIVIDE LOT 44 (PARCEL C - PHASE II), WORKFORCE HOUSING DEVELOPMENT AND AUTHORIZING THE APPLICANT TO PROCEED TO PRELIMINARY PLAN

WHEREAS, the Aspen Skiing Company, ("Applicant") submitted a Major Amendment to a Final PUD on September 11, 2024 as a requested modification to the land use approval on Lot 44 of the Divide Subdivision pursuant to Ordinance No. 16, Series of 1989 which allows for the development of a Snowcat Maintenance & Repair Facility combined with 3 Employee Housing Units as part of Phase II of the PUD approval; and

WHEREAS, said application wishes to eliminate the Maintenance Facility component of Phase II and instead construct a partially pre-fabricated residential development of 30 employee housing units comprising 27,186 square feet of new building space in lieu of the previously approved 14,000 square feet; and

WHEREAS, a joint meeting between the Town Council and the Planning Commission was held on October 21, 2024 to hear a description of the proposed project by the Applicant; and

WHEREAS, public meetings were held before the Planning Commission on December 18, 2024 and January 8, 2025 to review the application; and

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

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

- 1) The Applicant submitted the application for a Major Amendment to a final PUD in accordance with the provisions of the Municipal Code. The application provided the Minimum Contents required pursuant to Section 16A-5-390 and included written and graphic materials in sufficient detail to deem the application complete for review.
- 2) The Major Amendment identifies land uses proposed for the subject parcel which are generally consistent with the intent of the 2021 Workforce

Housing Master Plan and the Town of Snowmass Village 2018 Comprehensive Plan (the "Comprehensive Plan").

- 3) To the extent necessary for and pertinent to a Sketch Plan level of evaluation and review, the application is also consistent with the provisions of Section 16A-5-300(c), General Restrictions, of the Development Code, subject to satisfying the applicable conditions contained within Section Three of this resolution.
- 4) To the extent necessary for and pertinent to a Sketch Plan level of evaluation and review, the application is also consistent with the provisions of Section 16A-5-310, Review Standards, of the Development Code, subject to satisfying the applicable conditions contained within Section Three of this resolution.
- 5) The Planning Commission recommends the authorization of this Sketch Plan to proceed to the Preliminary Plan review phase. However, the Applicant should be aware new information required and provided at the Preliminary Development Plan review, may also require changes to the overall development plan.

Section Two: Action. The Planning Commission hereby authorizes the applicant to submit a Preliminary PUD plan for the Divide Workforce Housing project subject to the conditions stated in Section Three below. The Town Council shall then hold a public hearing and prepare their own resolution accepting the Planning Commission's formal recommendation.

Section Three: Conditions. The approval granted in Section Two above shall be subject to satisfying the following conditions:

1. Divide Way shall be widened to no less than 24 feet (with a dedicated access easement) from the intersection with Divide Road, westwardly to the access area of the existing Vehicle Maintenance Facility on Lot 44 to ensure emergency access and adequate turnaround for the Fire District and maintenance vehicles.
2. A detailed landscape plan shall be submitted with any subsequent Preliminary Plan application to ensure screening of the proposed building (with appropriate and native plantings) as seen from Ditch Trail.
3. The residents of the proposed building shall not be eligible to obtain resident parking permits for the Town public parking lots pursuant to Section 8 Article II of the Municipal Code.
4. To support constrained parking and access to the site the applicant should consider alternative modes of travel. These may include bikeshare, carshare,

employee shuttles, off-site vehicle storage, and any other transportation demand management measures that may be appropriate.

5. Reducing Code parking standards is appropriate if substantial alternative modes of travel (mentioned in the previous condition) are implemented and no less than one space per unit is provided. This does not include handicapped spaces. The applicant may explore other options, including fewer housing units and/or more parking spaces.

6. The applicant shall consider safe pedestrian and bicycle connections to Brush Creek Road and Carriage Way which may include a direct connection between Sleigh Ride and Ditch Trails for pedestrians and cyclists could be established and shall reasonably support its establishment.

7. The proposed development shall implement no less than 2 parking spaces equipped for electric vehicle charging, which may occur within the existing Vehicle Maintenance Facility area.

8. Retaining walls on the backside of the building (and construction thereof) shall be contained entirely within the subject property but shall offer as much distance as possible from building to offer the ample afternoon solar exposure for westerly facing residential units.

9. Any subsequent Preliminary Plan application shall include detailed traffic reports and analysis to provide information about the impacts of additional traffic and increased wear-and-tear on Divide Road.

10. The floorplan(s) of adjacent units shall be "mirrored" to ensure optimum noise and nuisance control amongst neighbors residing in the building (see Dunlop Consulting referral comments attached) or demonstrate alternative adequate noise control measures.

11. Any subsequent Preliminary Plan application shall include Civil Plans and analysis that address seasonal drainage from the subject parcel during and after construction. This shall include any potential impact on natural water resources including drainage ways and/or established wetland areas.

12. Any subsequent Preliminary Plan application shall include a Construction Management Plan that shall address (among other requirements) fugitive dust suppression during construction.

13. Any subsequent Preliminary Plan application shall explore the possibility of solar generation on the proposed building.

14. Any subsequent Preliminary Plan shall include a study that demonstrates visibility of the proposed building (and associated lighting – interior and exterior)

as seen from the Snowmass Creek valley and the greater Divide subdivision. The applicant shall explore ways to lessen the visual impact of the building and make it better integrate within the site and surrounding natural environment.

15. The applicant shall explore the reduction in ceiling heights to reduce the overall height of the proposed building.

16. The applicant shall explore ways to minimize and screen rooftop mechanical and HVAC equipment and shall also explore the implementation of green roof(s) where possible.

17. The applicant shall explore increasing the overall amount of communal space(s) associated with the proposed building.

18. The applicant shall explore options to increase the separation of residential units from the Vehicle Maintenance operation area of the site.

19. The applicant shall continue to work with the Divide HOA and other concerned entities throughout the duration of the land use process.

20. The Preliminary Plan application shall be subject to the applicable provisions of the Municipal Code in effect at the time said application is determined to be complete and accepted for review.

INTRODUCED, READ, AND ADOPTED by the Planning Commission of the Town of Snowmass Village, Colorado on this 22th day of January 2025, with a motion made by Commission member Clauson and a second by Commission member Gustafson, by a vote of 5 in favor and 0 opposed.

TOWN OF SNOWMASS VILLAGE
PLANNING COMMISSION

Matthew Dubé

Matthew Dubé (Jan 31, 2025 14:41 EST)

Mathew Dube, Chairperson

ATTEST:

Ashleigh Huff

Ashleigh Huff, Planning Commission Secretary

Exhibits:

A. Site Plan

B. Architectural Renderings

Town of Snowmass Village

Planning Commission Meeting

Date: January 22, 2025

Agenda Item: Divide (SHOP) Workforce Housing – Major Sketch Plan PUD
Amendment

Presented By: Brian McNellis, Senior Planner AICP/MLA
David Shinneman, Community Development Director

Location: Council Chambers, Snowmass Village Town Hall

Applicant Team:

- Applicant: Aspen Skiing Company
- Representatives – Heather Henry, Philip Jeffreys, Chris Kiley

Legal Description:

Lot 44 – Divide Subdivision (vicinity map below)



I. Background:

The Aspen Skiing Company (hereafter Applicant) wishes to build **30** workforce housing units on Lot 44 of the Divide PUD - approved pursuant to Ordinance No.16, Series of 1989. The property currently houses a Vehicle Maintenance Facility which contains several employee units approved in accordance with Ordinance No.16 of 2001 (Phase I – built out). The original PUD approval also allows for the consideration of another “operations building” on Lot 44 (located on the south side of Divide Way) that may also contain 3 employee units (Phase II – subject development area). The current proposal would not pursue the previously approved operations facility and would prioritize the area for the expansion of deed restricted housing instead.

II. Project Description

The project is being reviewed as a Major PUD Amendment due to the substantial increase in residential units proposed.

The property is located at the top of Divide Way and is located more than 1.5 miles from the Snowmass Town Center. The application proposes a single building (27,186 square feet) which will contain a total of 30 employee housing units (10 two-bedroom and 20 single-bedroom rental apartments) within a 3-story structure (35-foot maximum height). The building will be comprised entirely of prefabricated units built elsewhere and transported on-site. Each unit will be afforded 50 square feet of secured storage space in the basement level of the finished building. Per the sketch plan proposed the applicant is requesting a reduction in the parking required from 40 spaces to 29 which would be less than one parking space per unit not including the 2 handicap accessible spaces. The final product, if approved, will be 100% electric.

The property is zoned Mixed-Use (MU-2). The new proposal does not mandate an Amendment to the Official Zone District Map but may require an amendment to the Build-Out chart of the Comprehensive Plan to accommodate the new residential units contemplated (3 + 27 units).

Note: The site plan was modified from the original application submittal presented in the Joint Meeting on October 21st. The orientation of the façade has since been rotated 90 degrees and is now facing westerly (as opposed to northerly). In general, TOSV staff and referral agencies are in favor of the amended application as presented herein.

III. History:

The Town recently adopted an updated PUD Mountain Guide for Snowmass ski area pursuant to Ordinance No. 7 of 2024. As approved, this document reinforces the requirement that Aspen Skiing Company mitigate for additional on-mountain employees generated by new projects within the ski area boundary. Recent projects that mandate employee mitigation prior to issuance of a Certificate of Occupancy include the Lynn Britt ('Cabin') expansion and the Ullrhof restaurant redevelopment. The Applicant wishes to utilize the 30 units proposed in this application to mitigate for the generation of employees associated with those two respective projects.

IV. Municipal Code Provisions:

According to Section 16A-5-20, Sketch Plan, it states the following:

- (a) **Purpose.** *The sketch plan review is an opportunity for the Town and the applicant to engage in an exploratory discussion of a development proposal, to raise issues and concerns and to examine alternative approaches to development of the property. The applicant is encouraged to provide a written or graphic description of any alternative ideas that were considered as the sketch plan was being prepared. It should be expected that the development proposal may evolve during the course of sketch plan review.*
- (b) **Sketch Plan Review Intent and Issues.** *To encourage the consideration of alternatives and to allow the sketch plan to evolve, overly detailed preliminary plan level sketch plans will not be considered. The questions the Planning Commission and Town Council should consider in a conceptual manner during review of the sketch plan (depending upon the size and complexity of the proposal) include the following:*
 - (1) **Use.** *Is the use proposed for the property generally appropriate in this location? Is it consistent with the intent of the underlying zone district and the character of surrounding uses?*

Staff Response: The underlying zoning is MU-2 and is specific to the PUD overlay associated with Ordinance No. 16 of 2001 which allows for limited residential development in the location of the proposed housing development (3 units). There are existing residential units associated with the existing Vehicle Maintenance Facility (6 units). As a Mixed-Use project, residential type development has been deemed appropriate by the previously approved PUD, albeit a substantial increase in unit count.

- (2) **Comprehensive Plan.** *Is the proposed development generally consistent with the Town's Comprehensive Plan? Is the proposed buildout within the range anticipated for the property? If the applicant proposes a buildout in excess of sixty-five percent (65%) of that identified in the Comprehensive*

Plan, then are the community purposes the applicant proposes to achieve the appropriate ones for this development to accomplish?

Staff Response: Located adjacent to subject parcel, Krabloonik and the Divide Trail parking lots are highlighted as location for future employee housing in the Workforce Housing Master Plan. Lot 44 is privately owned, and therefore likely not identified for that reason. Nonetheless, the parcel meets the criteria for Employee Housing as identified in the Comprehensive Plan.

- (3) ***Architecture and landscaping.*** *Are the buildings proposed to be developed in appropriate locations? Is the mass, scale, and density of the buildings generally compatible with the character of the community and that of surrounding buildings? How much of the site is proposed to be common or dedicated open space? Is this an adequate amount of open space and does it appear to be in the appropriate locations?*

Staff Response: The newly proposed building does not exceed the mass and scale of the adjacent Vehicle Maintenance facility. The new site plan situates the footprint of the newly proposed residential building further away from the Ditch Trail than initially proposed. This offers a greater possibility of screening the development with appropriate native vegetation. There is a dedicated area adjacent to the housing project that designated for outdoor “amenity space” for the benefit of residents. The property is immediately adjacent to an abundance of open space.

- (4) ***Natural resource and hazard areas.*** *What are the natural resource and hazard areas on the property? Is mitigation appropriate?*

Staff Response: As previously mentioned, the project is immediately adjacent to abundant open space and wildlife habitat. Appropriate wildfire mitigation will need to be implemented by way of providing vegetational buffers around the proposed building. The site is situated at a high elevation and is shaded from the south. This condition may result in saturated soils which may pose problems during construction and cause foundation/retaining wall deterioration over time. A Civil Engineering report and analysis of this site condition should be included with any subsequent Preliminary Plan application.

- (5) ***Access and circulation.*** *Is the conceptual location, alignment, and type of entry roads and the primary on-site roads acceptable? Should the applicant provide transportation options for residents, visitors, guests and employees and, if so, what type of options may be most appropriate?*

Staff Response: Divide Way will need to be widened (with a dedicated easement) to no less than 24 feet from the intersection of Divide Road and

the parking area for the Vehicle Maintenance Facility for the purpose and benefit of emergency access/turnaround. The project is a considerable distance from local services and entertainment. As such, the applicant must consider alternative transportation methods which may include trail improvements, bike share, care share, shared parking, and daily shuttles for residents and workers. The applicant has provided a Transportation Impact Analysis which is included as part of the packet (see Attachment F).

- (6) **Parking.** *Should the applicant provide on-site parking for the development in compliance with the standards of this Code, or should the applicant reduce parking below these standards, as provided in, Off-Street Parking Standards?*

Staff Response: The applicant's plan shows a total of 30 parking spaces for the housing project (including 2 handicap spaces) this would be less than one space per unit. The code standard requires 40 spaces (one per bedroom), staff is in support of reduction to one space per unit (30) spaces plus 2 handicap spaces for a total of 32 spaces if alternative transportation methods suggested above are implemented. This recommendation differs from what is represented in the current sketch plan. Residents must strictly be prohibited from parking at the Divide (Rim Trail) trailhead lot. The applicant has also suggested current parking associated with the Vehicle Maintenance Facility could be used as flex parking for overflow from the proposed housing project.

- (7) **Timetable.** *What is the proposed timetable for the development? Is it most appropriate for the development to occur all at once or in phases? If phasing is appropriate, then which portions of the project should proceed first?*

Staff Response: The applicant wishes to break ground for the project in the Spring of 2025 and complete the project within 12-18 months. This expeditious timeframe is likely due to the pre-fabricated nature of the housing units that will be shipped and assembled on-site.

- (8) **Community welfare.** *Do the concepts contained in the proposed development promote public health, safety, and welfare?*

During the subsequent and separate Planning Commission and Town Council reviews, the Code's PUD section and its General Restrictions & Review Standards need to be considered as a part of a Major PUD Amendment.

V. Planning Commission Options:

For the initial Planning Commission evaluation review, the Planning Commission should hear an introduction by Staff, followed by a more detailed follow-up

presentation of the proposal by the Applicant. Although the Planning Commission review does not require a public hearing, public comments may be taken or considered, and if so, the Applicant should be given the opportunity to respond.

Following the completion of the review and evaluation of the proposed application, the Planning Commission should consider the draft resolution and conditions of approval.

VI. Staff Recommendation:

Planning Commission should open the meeting and discuss the project within context of the review standards identified in Section IV of this memorandum and review the draft PC Resolution No. 1 of 2025 (see Attachment A). The Planning Commission should open the meeting to public comment prior to taking any action on the proposal. Staff recommends approval of the Resolution as written.

Attachments:

- ~~A. Draft PC Resolution No. 1 of 2025~~
- ~~B. Sketch Plan Application~~
- ~~C. Site Plan documents~~
- ~~D. Referral Comments~~
- ~~E. Public Comment~~
- ~~F. Traffic Impact Analysis~~

SKETCH PLAN APPLICATION:

Application for a Major Planned Unit Development Amendment to the
Aspen Skiing Company's Vehicle Maintenance Facility on Lot 44 of the Divide Subdivision

The SHOP – Snowmass Housing for Ops Personnel Major PUD Amendment

Snowmass Village, Colorado

PIDs #: 273303401014

27 August 2024 (Revised 22 November 2024)



Submitted by:



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PROJECT TEAM:

Applicant:

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To: Town of Snowmass Village

CC: Brian McNellis

From: Heather Henry

Date: 08.05.2024

Re: Application for a Major Planned Unit Development Amendment to the Aspen Skiing Company's Vehicle Maintenance Facility on Lot 44 of the Divide Subdivision

Town of Snowmass Village Staff and the Community,

The Aspen Skiing Company, LLC (known as "Aspen One" and referred to herein as the "Applicant") is submitting this Sketch Plan application for a Major Planned Unit Development Amendment to the Aspen Skiing Company's Vehicle Maintenance Facility on Lot 44 of the Divide Subdivision to create workforce housing for critical Aspen Skiing Company Snowmass Mountain resort operations personnel. After studying multiple sites, the applicant identified the Vehicle Maintenance Facility as one of the best locations to develop additional housing. The most recent approval for the facility, in 2001, specifically calls out a future phase of employee housing and there are already six existing units on site, four (4) one-bedroom units, and two (2) two-bedroom units.

Given that we have a long waitlist for these units, the proposed development, the "SHOP" (Snowmass Housing for Ops Personnel), would expand the availability of housing for Snowmass Mountain operations personnel in this convenient location adjacent to where employees work by adding 30 units, (7) two-bedroom units, and (23) one-bedroom units. Aligned with Aspen One and the Town of Snowmass' values, we envision a project that is environmentally responsible and designed to respect the site and model forward-oriented building practices.

Day after day, we read an article or a news report that chronicles the existential threat that the lack of affordable housing poses to the viability of our mountain communities. A once anecdotal problem has now been described clearly with data. We now know that without SIGNIFICANT and IMMEDIATE progress made on housing, our valley cannot sustain itself. We must all be a part of the solution. This privately funded, 100% workforce housing project focused on employees who help keep our resort safe and operational is part of the solution.

The Town of Snowmass Village 2018 Comprehensive Plan, acknowledges that Snowmass is and always will be a resort community: "Community and resort are not, and do not need to be mutually exclusive. We are proud of our community and the resort in our community."

Aspen One, including its operational divisions, is aligned with the Town of Snowmass goals and interests. We share the vision to be "be the leading multi-season, family-oriented inclusive resort community..." We are proud of our Snowmass Mountain operations and feel a keen responsibility to the community. Aspen One has always been a part of the resort community and our employees have been proud citizens of the Town for decades. As times have changed and housing has become more inaccessible, we have struggled to retain critical resort operations personnel.

Without the retention of the highly-skilled team members, our ability to operate the resort at the level we have all become accustomed to is under threat. We have learned that staff retention is directly connected with staff housing satisfaction. This project is an investment in our mountain resort and community by housing Snowmass Mountain's workforce adjacent to where they work and thereby fostering a more welcoming, dynamic, convenient, and successful resort.

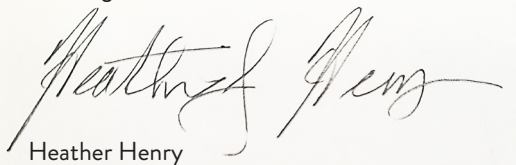
Building 30 dedicated employee housing units, adjacent to a major resort operations portal, on a site with an existing approval for employee housing, is good for the resort and good for the overall community. Additionally, this project will hopefully become a blueprint for how off-site modular construction can be used in Snowmass and throughout the Roaring Fork Valley to minimize the impacts of building housing. The intention is for a 100% electric, highly efficient in design and construction, easily maintainable, and largely built off-site project. A repeatable model. This project is a continuation of our demonstrated commitment to building environmentally responsible and community-oriented workforce housing.

While many factors can and will affect the schedule for design and construction of this housing project, we anticipate the following approximate timeline.

- Feasibility and concept development - 2024
- Final Sketch Plan application submittal - September 2024
- Project approvals and permitting: 9 months
- Break ground: Fall 2025
- Project completion: Fall 2026

We look forward to working with you on this important project.

Kind regards,

A handwritten signature in black ink, appearing to read "Heather Henry", is written over a light gray rectangular background.

Heather Henry

VP Housing and Childcare



REVIEW STANDARDS (16A-5-310) RESPONSE:

(1) Compliance with the 2018 Comprehensive Plan (16A-5-310):

In 2018, the Comprehensive Plan put forth an aspirational vision that TOSV would “be the leading multi-season, family-oriented inclusive resort community...” and wanted to be “welcoming, dynamic, convenient, and successful” and that successful meant assuring “the quality of life and economic vitality that will assure our future as a sustainable resort community.” This vision was supported by an all-important acknowledgment that Snowmass is and always will be a resort community. “Community and resort are not, and do not need to be mutually exclusive. We are proud of our community and the resort in our community.”

The Aspen Skiing Company has always been a proud part of the TOSV resort community. One can easily define the role the company plays in the resort part of Snowmass, providing the ability to recreate on the mountain all winter and summer. Employees of the company have been proud citizens of the Town for decades, serving on boards, councils, volunteer organizations, and dedicating themselves to the lifeblood of the community. They, along with their neighbors, ARE community.

Day after day, we read an article or a news report that chronicles the existential threat that the lack of affordable housing poses to the viability of our mountain communities. A once anecdotal problem has now been described clearly with data. We now know that without SIGNIFICANT and IMMEDIATE progress made on housing, our valley cannot sustain itself. We must all be a part of the solution.

“From the 2010 Comprehensive Plan, the Town of Snowmass Village has a lofty goal of providing housing for 60% of all employees working within the community. In order to help the Town achieve this goal and bridge the gap or deficit in the amount of employee housing provided, partnerships between the private and public sectors should be developed... it will be extremely difficult for the Town to meet this goal on its own.”

Aspen One takes very seriously its role in being a part of the solution. To sustain the resort, we sustain the community, and thus the community sustains the resort. The 2024 Mission Statement of the Aspen One Housing department states: At Aspen One, we strive to provide stable, sustainable, and financially accessible housing that attracts the best talent in the world and allows them to stay and grow, with us and in our communities.

The Town should be exceedingly proud of the progress it has made to house its workforce. We look forward to contributing to that with The SHOP project.

Guiding Principles - 2018 Comprehensive Plan:

Stewardship.

A foundational premise of The SHOP project is that it provides the ability for our employees to live where they work. This project can take as many as 40 people and 40 vehicles off the road. This project isn't intended to house new employees, but rather existing employees that are struggling to find housing elsewhere, who live downvalley and commute to work on Snowmass Mountain, or who are cost-burdened by their current housing. The SHOP also provides infill housing on an already developed site with existing infrastructure thereby stewarding the resources we hold dear.

Vibrant.

Nothing says vibrant like employees that live, work, and play in their community. The health of a business is only as good as its employees and we strive to ensure that ours can live sustainably and affordably.

Genuine.

Nothing says disingenuous like workers who pack up into their cars at the end of the day to commute hours and hours at the sacrifice of their own families. There are some who support the notion that those that work every day to service the 'resort' need not be a part of the 'community' and are better housed away and unseen. We disagree. Away where? Unseen by who? The SHOP provides the perfect opportunity to live, work, and play together with all walks of life – visitors, residents, part-time owners, long-time 'locals'. All of whom make up a GENUINE community.

Active & Healthy.

Housing the workforce is synonymous with an active and healthy lifestyle. The SHOP housing project will focus all of its units on housing year-round staff critical to mountain operations. Those that work on Snowmass can now live directly adjacent to the mountain they cherish, and gain the hours once spent commuting.

Balanced (Resilient).

The single greatest need in the community right now is housing. Ensuring that the next generation of residents can live and work in this community is the only way to maintain the balance.

Sustainable / Replicable.

The SHOP will incorporate leading edge design. As owner operators, Aspen One is committed to high quality, 100% electric, high-efficiency building technology. Aspen One has assembled a team of off-site construction specialists to explore and hopefully implement a modular project. We will share learnings from this experience with those working on housing in the region.

Connected.

This housing is designed to support Snowmass Mountain operations. As such, the majority of employees living here will walk to work. The Vehicle Maintenance Facility (VMF) is a critical employment hub and strategic operations access portal to the mountain. Employees living at this facility need only to walk to the VMF to access a wide range of transportation options to support mountain and resort operations. It will also connect to the Town's multi-modal infrastructure via bike share and vehicle share.

Inclusive.

The Aspen One housing team is continually exploring ways to expand access to the housing continuum for its employees and in the community. The SHOP will fit a crucial need to house long-term key operational personnel who need to be close to the mountain and want a stable and financially accessible place to call home. These folks CANNOT access housing in the up valley right now and are no longer a part of the community. To provide this housing is the model for inclusive community building.

Strategic Initiatives - 2018 Comprehensive Plan:

The SHOP will help TOSV achieve its goal of being a leading family oriented resort community by supporting the individuals needed to operate critical mountain and resort infrastructure.

The SHOP project will preserve and protect open spaces and our environment by placing housing on an infill site with direct access to existing utilities and infrastructure.

The SHOP project will promote environmental and economic sustainability and resiliency by ensuring the stability of the workforce to sustain critical mountain operations. The project plans to be 100% electric, aligning with the goals for a more sustainable building.

The SHOP project will manage parking with operational limits on access to parking and by providing multi-modal connectivity options.

The SHOP project demonstrates our commitment to workforce housing and the community by adding privately funded workforce housing to the pool of units available within the Town. By housing more of our employees we open up opportunities for others in the community to find housing.

The SHOP project will add resilience to the Town's economy and increase vibrancy by providing housing for residents who cannot otherwise live and work in the Town.

(2) Preservation of community character. The development proposed for the PUD shall be consistent with the standards of Section 16A-4-340, Building Design Guidelines to Preserve Community Character, shall be compatible with, or an enhancement of, the character of existing land uses in the area and shall not adversely affect the future development of the surrounding area. (16A-5-310):

The development is consistent with the standards of Section 16A-4-340, by situating the building into the existing hillside, minimizing the height as viewed from neighboring parcels. The mass and scale of the building is consistent with the existing Vehicle Maintenance Facility, however the appearance is less massive due to the placement of the building into the hillside and on the flat area that already exists. A perception of less scale is also aided by the preservation of the mature landscape that surrounds the site. The building façade is articulated by 4 ft in various areas. Maintaining the lowest overall building height possible has been a central focus of the design. A flat roof was chosen to minimize the overall height of the building and allow as much to be seen of the grove behind the building. Pedestrian entrances are scaled down with an overhang to both protect those entering the building from the weather and bring the scale down at the entrances. There are moderate grade changes between the parking and the building and the design provides direct, ADA paths of travel that are safe and easy to maintain in winter and summer. The building materials are proposed to be high quality, low maintenance providing a connection to the indigenous textures and colors of the area. While there is little solar access for active solar on the building roof, the units will have juliet balconies to allow for a significant amount of light and air into each unit. The orientation allows for east facing units to gain morning sun and west facing units to enjoy evening sun. The development was planned as a second phase of the original PUD, and will remain consistent with the original intent and will not adversely affect future developments.

(3) Creative approach. The development proposed for the PUD represents a creative approach to the development and use of land and related physical facilities to produce better developments and to provide amenities for residents of the PUD and the public in general. (16A-5-310):

The proposed building is located generally at the location of the proposed Phase II of the approved PUD from 2001. The SHOP is effectively a live/work project allowing those that may currently commute to the VMF for their job to now live here. The development provides an outdoor amenity space for the residents and allows for ample surface parking. The means and method for delivering this project are also creative and hopefully a model for other housing projects in Snowmass and throughout the valley. The project is 100% electric, highly efficient in design and construction, easily maintainable, and largely built off-site project.

(4) Landscaping. Proposed landscaping for the PUD shall provide sufficient buffering of uses from one another (both within the PUD and between the PUD and surrounding lands) to minimize noise, glare and other adverse impacts, shall create attractive streetscapes and parking areas and shall be consistent with the character of the Town. (16A-5-310):

The existing site is surrounded by mature landscaping which allows for the building to blend into the existing hillside. The site plan includes a small landscape buffer outside the road facing units for small trees and shrubs to both screen the building façade and screen headlight trespass into the units. This landscaping will be balanced with snow storage and adequate operations of the VMF and adjacent public road. Smaller shrub and revegetation plantings will blend into the existing hillside vegetation and add to the surrounding flora. There will be no site lighting eliminating outdoor glare. With the building nestled into the hillside noise will be abated by the landform and allow limited to no impact to the neighbors uphill.

(5) Comply with development evaluation standards. The PUD shall comply with all applicable provisions of Article IV of this Development Code, Development Evaluation Standards. (16A-5-310):

This area identified within Lot 44 for The SHOP is not in a sensitive wildlife area. We do not have any identified wetlands, although we do have a small drainage that flows through the site and will need to be accommodated. We do have a combination of manmade and naturally occurring steep slopes. Retaining walls, adequate drainage, and slope stabilization methods will mitigate the steep slopes. As the design moves into completion it will ensure compliance with the The development will comply with the Improvement and Site Design Standards of Article IV of the Development Code. The unit sizes meet the standards of the restricted housing requirements. There will be one building mounted sign that meets fire department requirements for address and placemaking identifying this as The SHOP housing.

(6) Suitability for development. The property proposed for the PUD shall be suitable for development, considering its topography, environmental features and any natural or man-made hazards that affect its development potential. (16A-5-310):

The development and site is suitable for development and was planned for and contemplated in the original PUD. The current design addresses the greater need for more affordable housing than originally contemplated in the PUD while having a SMALLER footprint than what was originally drawn.

7) Spatial pattern shall be efficient. The PUD shall be located to avoid creating spatial patterns that cause inefficiencies in the delivery of public services, or that require duplication or premature extension of public facilities. (16A-5-310):

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

The development is utilizing existing roadways, and is proposing to relocate and widen a portion of the access within the property limits. This widening will serve to increase safety and access for vehicles, pedestrians, and service providers accessing the VMF. Easements will have to be updated as this project progresses during the land use process.

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

The project engineering team will work with district engineers between sketch and preliminary plans to confirm that the additional capacity required by the proposed project can be either handled by changes to the existing infrastructure, or an alternative delivery method.

(8) Phasing. If the PUD is to be developed in phases, then each phase shall contain the required streets, utilities, landscaping and other public facilities or improvements that are necessary and desirable for residents of the project. If the PUD incorporates any amenities for the benefit of the Town, such as trail connections, these shall be constructed within the first phase of the project, or, if this is not possible, then as early in the project as is reasonable. The pace and phasing shall be evaluated with regard to construction impacts along with possible interruption of construction as it would affect the community as a whole. (16A-5-310):

The development is not planned to be developed in phases. Given the urgency of providing the housing needed to maintain resort and mountain operations, the completion of this project has been identified as the highest priority Employee Housing project for the entire company. After project approvals have been secured, it is anticipated that this project will be completed in a single phase taking between 12-18 months. To speed delivery of the completed project, and minimize construction impacts on neighbors and the broader community, this project is designed to be built off-site in a modular factory. The ability to construct a larger percentage of the structure off-site will reduce the amount of noise, construction traffic, waste, and other construction related activities. The modularization of the construction will also allow for a faster installation with less impact to the surrounding areas.

(9) Construction interruptions. The development application shall provide a reasonable restoration and/or remediation contingency plan to mitigate impacts resulting from any potential extended interruption of construction affecting the community as a whole. Surety or security may be necessary to ensure implementation of the plan. (16A-5-310):

The applicant understands that any interruptions of construction could affect the community as a whole and is open to work with the Town to ensure implementation of the plan.

DETAILS OF PROPOSED SHOP WORKFORCE HOUSING:

Project Site:

- Parcel number 273303401014
- 2.85 acres (124,146 sf)
- Phase II of amended PUD from 2001 allowed for an additional 14,000 sf building with storage, multipurpose use, and employee housing.
- Current uses: Employee Housing, VMF, shipping and receiving for entire mountain operation.

Type Of Dwelling Units And Other Buildings Or Structures:

- Existing: 14,810 sf vehicle maintenance and employee housing building.
(6 units - (2) 2-bedroom, (4) 1-bedroom)
- Proposed:
 - 30 unit multifamily residential building, with a mixture of one, and two bedroom units, with a partial basement for storage and mechanical space.
 - 1,920 sf storage/workshop space

Total Square Footage of Buildings Or Structures:

- Existing 14,810 sf vehicle maintenance and housing building
- Proposed Total SF
 - 25,266 workforce housing
 - 1,920 sf storage/workshop space

Floor Area Ratio:

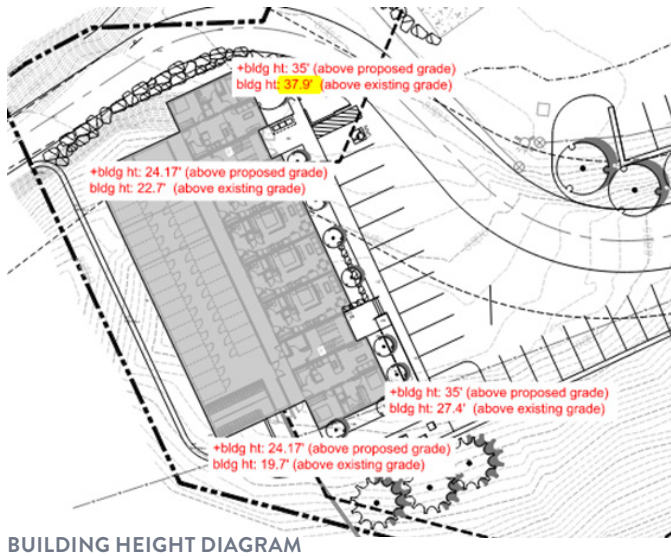
- 32.32%

Building Height:

- Max 35’ from finished grade and 37.9’ from existing grade which is the more restrictive (as measured by Town Code Sec. 16A-3-210). This is as compared to the following in the approved 2001 Amended PUD.

Land Use Parameters		
- Maximum building square footage	28,850 sf	28,810
- Maximum building height	36 ft	37'-5" FROM FINISHED GRADE
- Average building height	34 ft	43'-5" FROM EXISTING GRADE
- Maximum number of dwelling units/acre	na	n.a.
- Allowable F.A.R.	0.25	na
- Minimum amount of parking spaces	29 spaces	30 spaces
- Minimum amount of open space	0 acres	
- Minimum number and minimum square footage of Restricted housing units	up to 3 BR	up to 9 BR

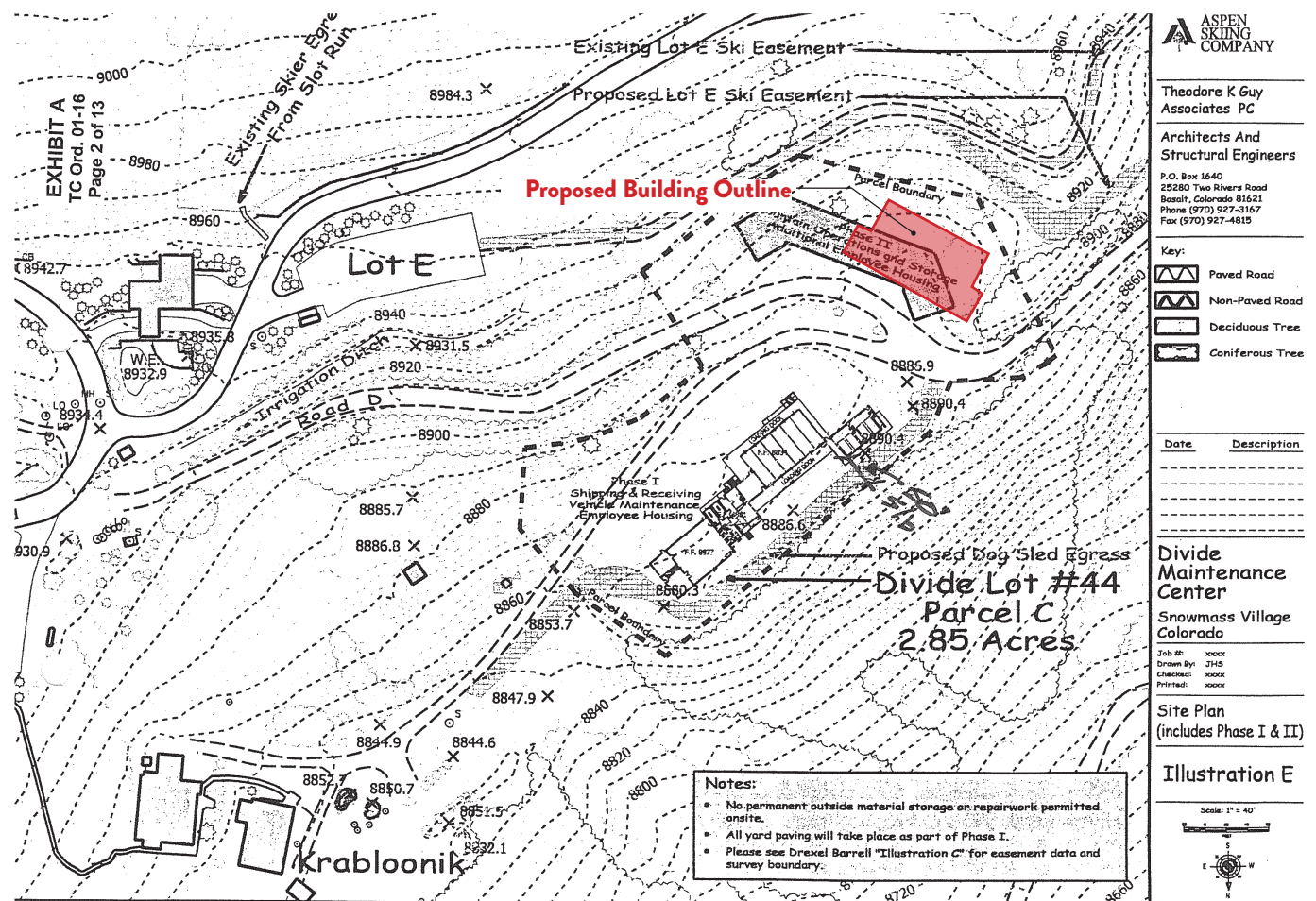
ALLOWABLE BUILDING HEIGHT EXCERPT FROM 2001 PUD AMENDMENT



Requested Amendments To The PUD:

- Increase the allowable Floor Area Ratio (FAR) from 25% to 32.32%
- Increase the total building square footage and use breakdown from 14,000 sf to 25,266 sf with an allocation of 21,758 sf for housing, 3,508 sf for internal storage and mechanical space, and 1,920 sf for external storage/workshop space.
- Change the parking ratio from 1 space per 1 bedroom, and 2 spaces per 2 and 3 bedrooms, to a 1 space per 1 unit ratio, pursuant to Section 16A-4-310(c), Reduction of Required Parking.

The proposed building is located on the footprint of the proposed Phase II of the approved PUD from 2001. The site, architecture and landscaping will allow the building to blend into the existing hillside and mature vegetation. The design of the building allows for it to be set into the existing hillside minimizing the height as viewed from neighboring parcels. The development provides an amenity space for the residents and allows for surface parking. See graphic below for a comparative overlay of the proposed building footprint and the approved Phase II building footprint.



COMPARATIVE BUILDING OVERLAY

461480 Page: 9 of 20 12/05/2001 10:31A R 100.00 D 0.00 SILVIA DAVIS PITKIN COUNTY CO

(4) Natural resource and hazard areas. What are the natural resource and hazard areas on the property? Is mitigation appropriate?

Per discussions with Roaring Fork Fire, the applicant will perform brush clearing, and removal of dead vegetation within the property limits. No other hazards have been identified.

Sketch Plan Summary (16A-5-320(f)):

Type. A description of the type of dwelling units, buildings or structures.

Snowmass Ops Housing building phase II will consist of 30 units; 23 one-bedroom and 7 two-bedroom configurations. Each unit features both ample in-unit storage, and dedicated in-building storage for equipment & bicycles on the first floor. This will alleviate the need to house personal equipment within the dwelling spaces and improved overall livability.

Storage / multipurpose structure(s): 1,920 sf external storage/workspace



PROPOSED ELEVATIONS

Size. The average square footage of all dwelling units, buildings and other structures proposed by type of unit, the total square footage of all structures by type, the approximate number of bedrooms and the gross residential density in units per acre.

The one-bedroom units are each approximately 505 gross sqft in size. The two-bedrooms are each approximately 763 gross sqft. The building will have a combined total of 37 bedrooms. Each of the floors (1-3) are each ~8,422 gross sqft, and the first floor calculation includes ~3,508 sqft of enclosed storage and mechanical space. The total building gross sqft is ~25,266, adding 10.5 units per acre to the site.

Units will meet the TOSV affordable housing guidelines for size due to inclusion of significant ground floor storage which is dedicated to each unit. The 50 sf of dedicated ground floor storage will increase total unit size as measured by TOSV affordable housing guidelines to 555 sf for the 1 bedroom, and 813 sf for the 2 bedroom.



Floor area. The ratio of the total floor area of all proposed structures, by type, to the area of land within the development.

FAR for the site includes the 12% from the Phase I ops building. The new proposed building will have an FAR of 20.3% added to the total for the site, and external storage/workspace of .02% Therefore, the new total proposed FAR for the site is 32.32%.

Population. The anticipated population to be generated by the development (permanent residents, employees and tourists)

This project is designed to support the long-term resilience of Aspen One's Snowmass operations. The project would house employees who are critical to keeping our operations safe, open, and providing the level of service our community has grown to expect. This housing is urgently needed for 24-hour, on-site property protection; round-the-clock public safety; and/or intermittent emergency services. Tenants to be housed are likely to include mountain operations personnel working on ski patrol, snow safety and avalanche mitigation, plowing and grooming, maintenance, mechanics, lift operations, security, property management, IT, power, fire preparedness and response (including snowmaking equipment), and the employees who manage or support these departments.

Market. A general statement of the target market and form of ownership for the dwelling units.

100% of the 30 units being proposed are being built as workforce housing. To ensure these units will continue to support operations in the future, all units will remain as rentals and be owned and operated by Aspen One. There is

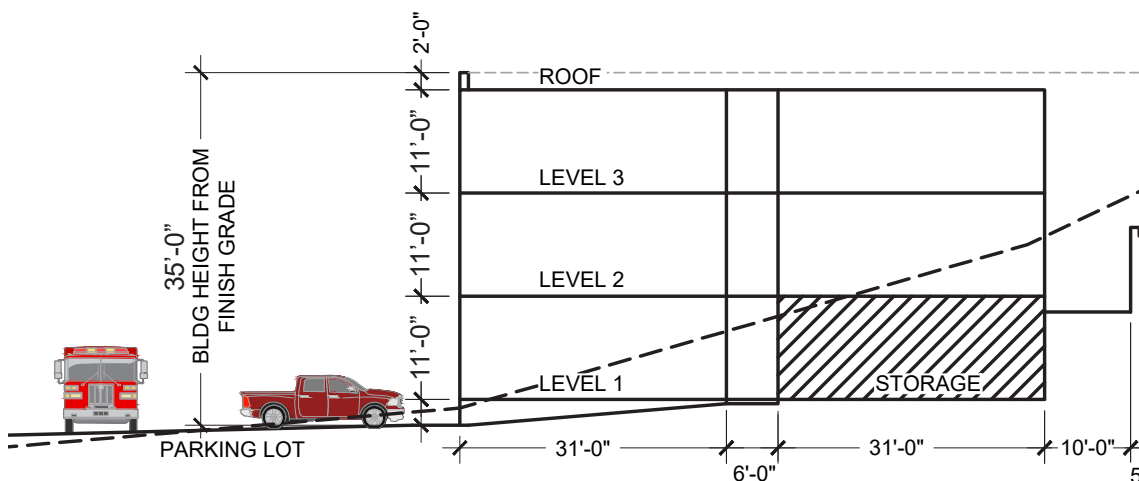
no free-market ownership component to this project. As with all Aspen One workforce housing units, we attempt to set rents at less than 30% of gross income.

Open space. *The amount of common and/or public dedicated open space.*

Per the approved amended PUD lot 44 is not required to provide common or public dedicated open space. The design of the project includes a common space for residents of the multifamily building. As the design evolves with improved information about the site, the team will better define the common areas of the project.

Height. *The maximum and average height of all buildings and structures, by type.*

The amended PUD from 2001 allows up to 43'-5" from existing grade and 37'-5" from finished grade. The proposed building height from existing grade will be 37.9' and a maximum height from proposed grade will be 35'-0". See graphic on next page.



CONCEPTUAL SECTION

Employees. *The number of employees required to operate the proposed development, together with a calculation of employee housing requirements and conceptual proposal for how required employee housing will be provided.*

No new employees are needed to operate this facility. Aspen One currently manages over 300 hundred units (over 1000 beds). As a 100% employee housing project, targeting year-round long-term employees, it is anticipated that the limited operational requirements of this project will be handled by our existing Housing Operations Team. The units will meet TOSV housing guidelines for the provision of housing as mitigation.

Water supply and sewage disposal. *Source of domestic water supply and general means of sewage disposal.*

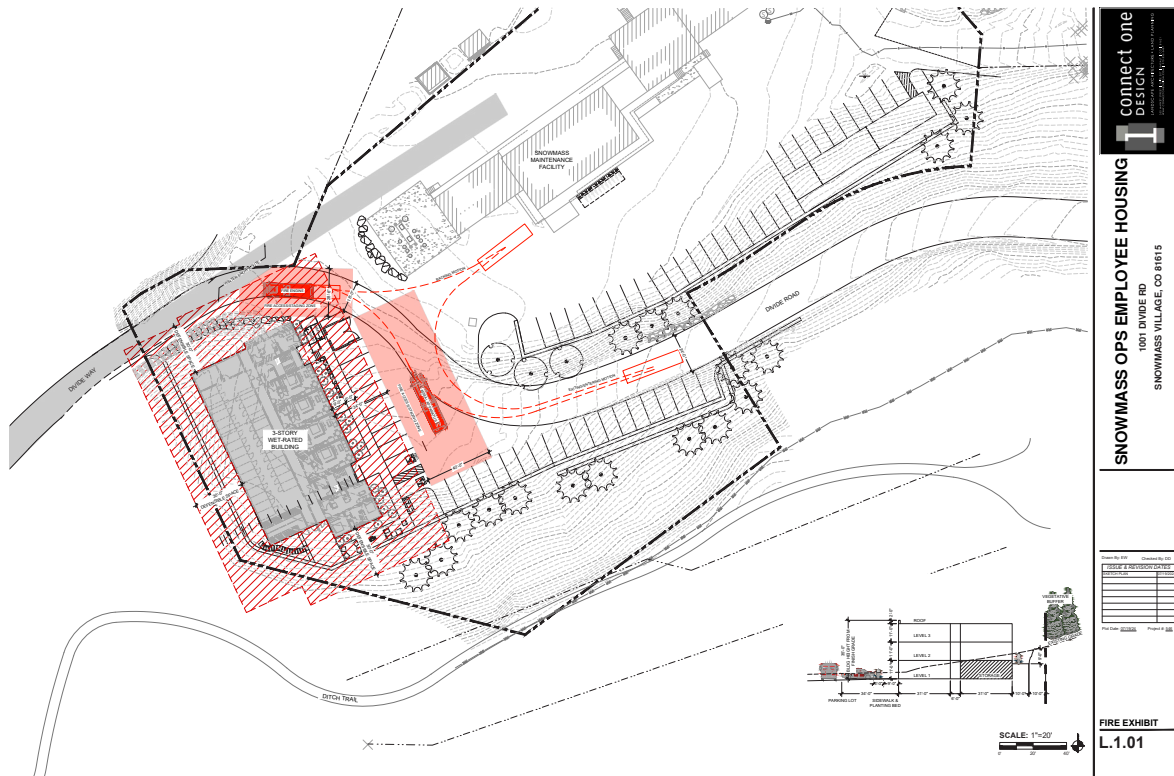
The proposed building site and the large existing Vehicle Maintenance Facility are currently served by the Snowmass Water & Sanitation District.

Water supply - The proposed building will be served by the Snowmass Water & Sanitation District. The district has confirmed it has sufficient water supply and infrastructure to serve the project as currently sized.

Sewage disposal - The project engineering team will work with district engineers between sketch and preliminary plans to confirm that the additional capacity required by the proposed project can be either handled by changes to the existing lift station, or an alternative delivery method.

Fire protection - Per Roaring Fork Fire (Snowmass Fire) a minimum of 100 psi needs to be provided at the top floor of the proposed building with a stand pipe without the use of the fire pumper truck. If this pressure cannot be

achieved by using the pressure in the existing domestic system, then a fire pump should be added to the building. Two new fire hydrants and an automatic wet sprinkler system will be required by the fire department. The fire department will required access to the site and a turnaround area with a minimum 30' radius. The entry into the maintenance building is a large enough to provide a fire truck turnaround. The fire department will also require a staging area adjacent to the building. The project team is also working closely with RFF to confirm that the building incorporates the best practices for the storing of e-bikes and other lithium battery charging devices. See graphic below.



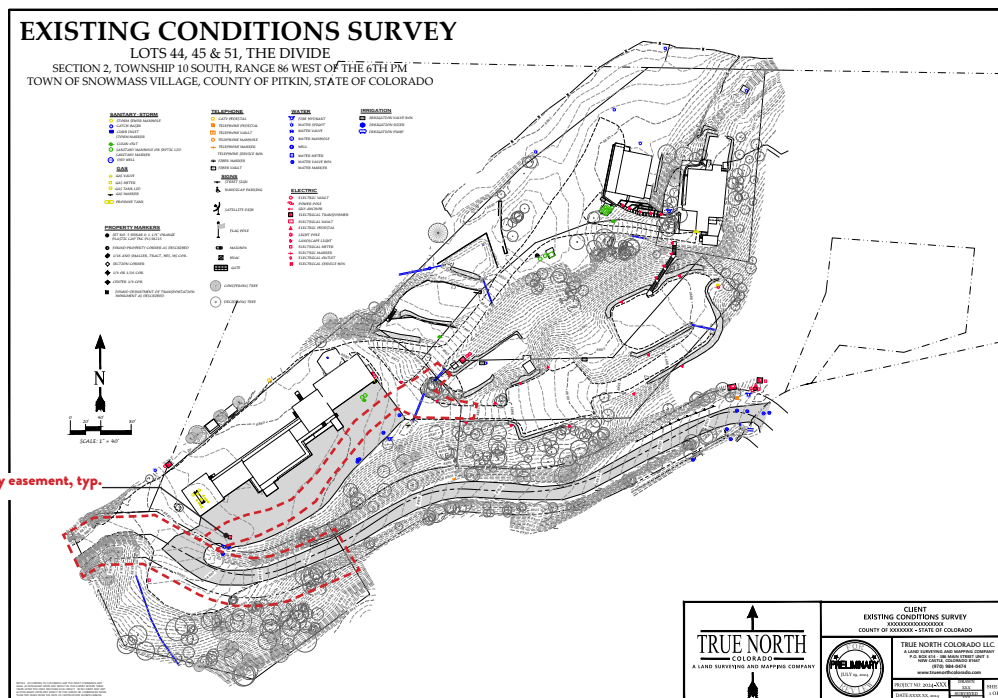
FIRE ACCESS/STAGING DIAGRAM

Drainage facilities - Snowmass Village requires that “new development shall provide for structures and/or detention facilities necessary to ensure that run-off characteristics of a site after development are no more disruptive to natural streams, land uses or drainage systems than are the run-off characteristics calculated for the site’s natural state.”(16A-4-250) There are not adjacent streams, developments or drainage systems to the site. The site generally slopes from south to north and the schematic drainage plan is to sheet flow all drainage across the parking lot towards the naturally forested area to the north. Sheet flowing over the adjacent natural area will provide enough infiltration to have no adverse impacts on downstream areas.

Electricity – The building is planned to be all electric. Holy Cross Energy is the electric provider for Snowmass Village and the new service and transformer, if required, will be coordinated with them.

Access and easements. Evidence of the existence of legal access to the property, together with a description of any existing easements and covenants affecting any land within the subject property.

Lot 44 has three easements that are recorded, the first is a 60 foot Public Access Easement And Utility Easement, Book 88 Page 65, secondly, a 20' Electric Easement, Book 88 Page 65 and lastly, Drainage Easement for the benefit of Lot 51, Book 88 Page 65. A dog sled access agreement has been recorded per the amended PUD in 2001, which runs along the north side of Lot 44. See graphic on next page.



Major Amendment to the Aspen Skiing Company's Vehicle Maintenance Facility Phase II Employee Housing
on Lot 44 of the Divide PUD Subdivision for Snowmass Ops Housing - Sketch Plan
Town of Snowmass Village
27 August 2024 (Revised 22 November 2024)

Parking. Circulation and transit. The anticipated number of parking spaces, the proposed locations of these spaces and a statement of whether the project will comply with the underlying zone district standards or is requesting a reduction from those standards. Additionally, a conceptual plan setting forth on-and off-site circulation patterns and any transit facilities associated with the project.

Parking for the development will be surface parking with 30 parking spaces, which includes two accessible parking spaces. A great many parking scenarios were examined, including podium parking under the building. Surface parking provides the following benefits:

1. Reduced overall building height
2. Reduces required excavation on site
3. Helps focus investment on housing people not cars

The project will request a reduction from the TOSV Municipal Code standards. Refer to the sketch plan for the design and circulation patterns. Transit is not planned for this project. The team is looking forward to working with staff to come up with creative and obtainable solutions to resolve this reduction.

The Applicant believes that a 1/1 parking ratio is appropriate for the following reasons:

- Live /work nature of the project. The project is less than 100 yards from a critical employment hub and strategic operations access portal to the mountain. This housing is designed to support Snowmass Mountain operations. As such, the majority of employees living here will walk to work .
- Adjacency to Vehicle Maintenance Facility (VMF): A large number of parking and work vehicles (pick-ups, snow-cats, snow machines, ATVs etc.) are stored at the facility. Employees living at this facility need only to walk to the VMF to access a wide range of transportation options to support mountain and resort operations.
- Limiting Vehicle Presence:

Lease Provisions: ASC will work actively and permanently to limit the presence of motor vehicles owned or controlled by residents. No more than 30 vehicle permits will be issued at any time. Parking is decoupled from unit leases.

Parking will be priced to reflect its true cost and desensitize vehicles on site. Aspen One leases parking for cars separately. This allows us to free up parking capacity (and reward) those employees who don't have cars. Ownership and presence of a motor vehicle for which the lessee does not have a permit would represent a violation of the terms of the lease, with attendant consequences.

Parking Permits. Residents whose leases include a vehicle permit will be given a window sticker for their approved vehicle and will have a monthly parking fee included in their lease payment. Stiff penalties for un-permitted vehicles will be set forth in the lease and enforced.

- Ensuring good mobility for residents:

Solving the high cost of living in the Roaring Fork Valley requires addressing not only the cost of housing but also the cost of mobility and access. Aspen One employees should be able to get to work, to other parts of Snowmass, and other places throughout the Valley, without needing to drive.

On-Site Bicycle Parking. Project will include free covered, protected parking for residents' personal bicycles, including charging stations for e-bikes. The team has reviewed the design and location of the charging station with the Fire District to determine the latest code requirements and designing parameters to provide safe and accessible charging.

- **Bike Share:** Planned bike share facility: Over 14 years ago, the Aspen Skiing Company became a founding partner in WE-cycle the valley's bike share solution. Aspen One will work with WE-cycle on the purchase and placement of a dedicated bike station for the project. In addition to purchasing the station, ASC would contribute annual funds to operate the station. The free 30-minute rides on electric WE-cycles will be more than adequate to cover the distances between the project and the TOSV transit hub, the grocery store and other local destinations.
- **Ride Sharing.** ASC will work with residents to coordinate ride-sharing to work, a practice already well-implemented within the ASC culture. For example, a 15-passenger van already shuttles employees to the Vehicle Maintenance Facility each day. This same shuttle could be leveraged to take employees living on site to other work destinations.

Restricting Parking at the jobsite. ASC limits parking for employees at any of its hotels, restaurants, or mountains. Coupled with discounted bus passes, surveys show this is the most effective way to reduce the need for a personal vehicle.

- **Discounted Passes.** Each employee of Aspen One and resident of the building receives discounted bus passes. The passes will enable employees to ride VelociRFTA and other RFTA routes free at any time throughout their lease

Timetable. *The proposed timetable and phasing of the development, identifying the number of anticipated PUD filings.*

Given the urgency of providing the housing needed to maintain resort and mountain operations, the completion of this project has been identified as the highest priority Employee Housing project for the entire company. After project approvals have been secured, it is anticipated that this project will be completed in a single phase taking between 12-18 months. To speed delivery of the completed project, and minimize construction impacts on neighbors and the broader community, this project is designed to be built off-site in a modular factory. The ability to construct a larger percentage of the structure off-site will reduce the amount of noise, construction traffic, waste, and other construction related activities. The modularization of the construction will also allow for a faster installation with less impact to the surrounding areas.

LAND USE CODE RESPONSE:

(Section 16A-5-300 -C-(4)(B)-(5) & (8))

(4) Maximum buildout. The Comprehensive Plan contains an analysis of future buildout of single-family subdivisions and other developments within the Town limits. It identifies the maximum number of future lots/units and commercial/other space that may be developed within each subdivision, parcel or other development. The Unit Equivalency Chart, found in Table 5-4, defines what constitutes a unit by distinguishing between the various dwelling types and sizes and specifying an equivalency factor to be utilized to establish the number of existing units within a currently developed parcel and/or the future buildout units that will be generated by the proposed new development. The buildout analysis, for the purpose of determining maximum buildout, shall be conducted as follows:

b. Partially developed parcels. For partially developed parcels, each existing dwelling unit or residential lot shall first be counted as one (1) unit. The total number shall then be subtracted from the future buildout number specified within the Comprehensive Plan buildout chart to establish the available buildout unit amount. The Unit Equivalency Chart shall then be used to evaluate the existing development and to establish the existing buildout unit amount. The total of the available and existing unit/lot amounts shall then be considered as the future buildout unit amount used for determining maximum buildout, and the Unit Equivalency Chart shall be used to determine the number of future buildout units that are being proposed by the new development.

The comprehensive plan has identified the need to provide support of all viable workforce housing projects, the proposed development will provide 30 units which represents a meaningful increase in the availability of workforce housing. The project plans on amending the build-out plan as necessary through the land use process.

(5) *Dimensional limitations. Certain dimensional limitations applicable to the property may be varied within a PUD. The limitations that may be varied are those of the underlying zone district; or, for properties for which a PUD or other development plan has previously been approved, the limitations set by that approval. For any property designated PUD or SPA without an underlying zone district, the applicant shall submit an application for an amendment to the Official Zone District Map to designate the underlying zone district for the property. This application shall be submitted in conjunction with the preliminary PUD application and shall be used to rezone the property at the time of final PUD approval to a zone district containing dimensional limitations in order to establish the applicable dimensional limitations for the property. Only the following dimensional limitations may be varied:*

a. *Maximum allowable height of any structure within the PUD;*

The proposed maximum height is in compliance with the existing PUD requirements. The applicant is requesting an interpretation on the PUD language and measuring to ensure compliance.

b. *Minimum open space requirement for the PUD;*

The existing PUD from 2001 was approved with no open space required.

2001 PUD LAND USE AMENDMENTS

Land Use Parameters

- Maximum building square footage
- Maximum building height
- Average building height
- Maximum number of dwelling units/acre
- Allowable F.A.R.
- Minimum amount of parking spaces
- Minimum amount of open space
- Minimum number and minimum square footage of Restricted housing units

28,850 sf
36 ft
34 ft
na
0.25
29 spaces
0 acres
up to 3 BR

28,810
N.A.
na
30 spaces
up to 9 BR

37'-5" FROM FINISHED GRADE
43'-5" FROM EXISTING GRADE



SILVIA DAVIS PITKIN COUNTY CO

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Page: 8 of 20

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c. *Maximum allowable floor area of the PUD;*

Existing PUD allows 25%, the project is requesting an amendment to 32.32% to allow for the necessary number of units to house critical mountain operations staff.

d. *Minimum area of lots within the PUD; and*

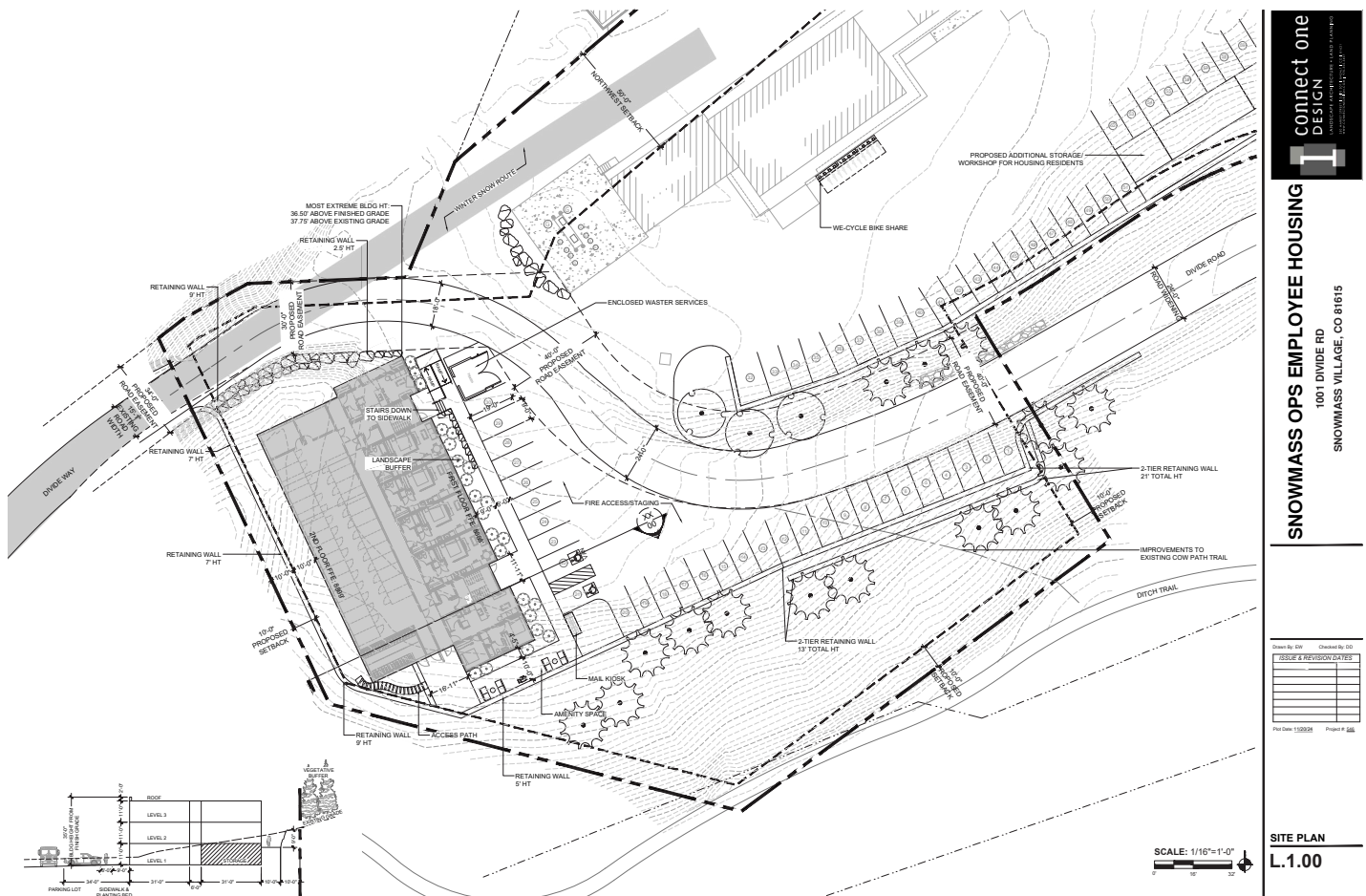
Not applicable

e. *Minimum setbacks for buildings within the PUD.*

Existing PUD describes a 50' building setback at the northwest corner of the parcel, all other proposed setbacks are 10'-0".

(8) Parking. *The number of parking spaces in the PUD shall be that required for the underlying zone district, unless a reduction in that requirement is granted, pursuant to Section 16A-4-310(c), Reduction of Required Parking.*

The applicant is requesting a reduction in the parking required. The requested reduction is to alter the parking ratio from 1 space per 1 bedroom, and 2 spaces per 2 and 3 bedrooms, to a 1 space per 1 unit ratio.



PROPOSED SITE PLAN - SURFACE PARKING

SKETCH PLAN APPLICATION APPENDIX:

**Application for a Major Planned Unit Development Amendment to the
Aspen Skiing Company's Vehicle Maintenance Facility on Lot 44 of the Divide Subdivision**

The SHOP – Snowmass Housing for Ops Personnel Major PUD Amendment

Snowmass Village, Colorado

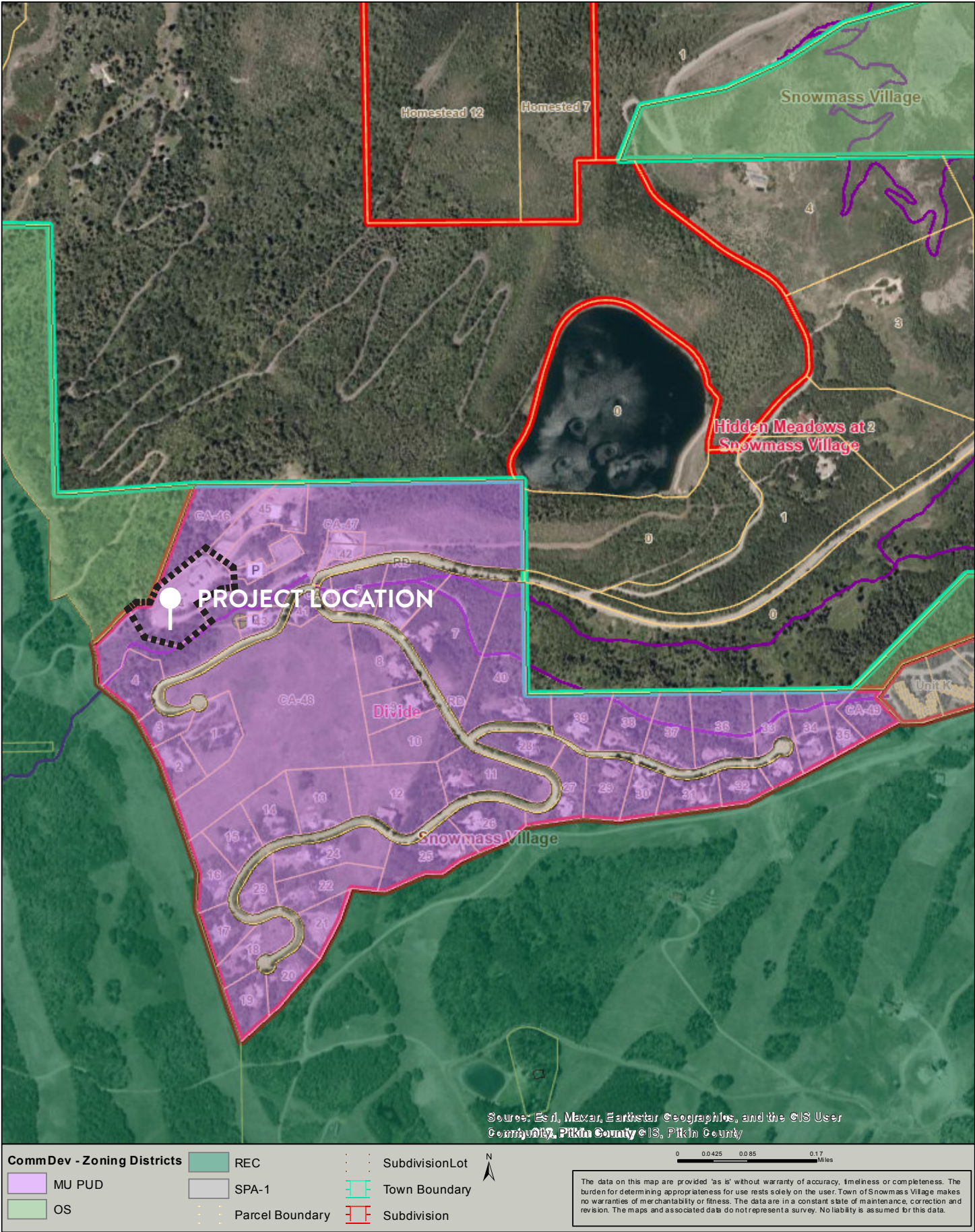
PIDs #: 273303401014

27 August 2024 (No November Revisions to Appendix)



Submitted by:





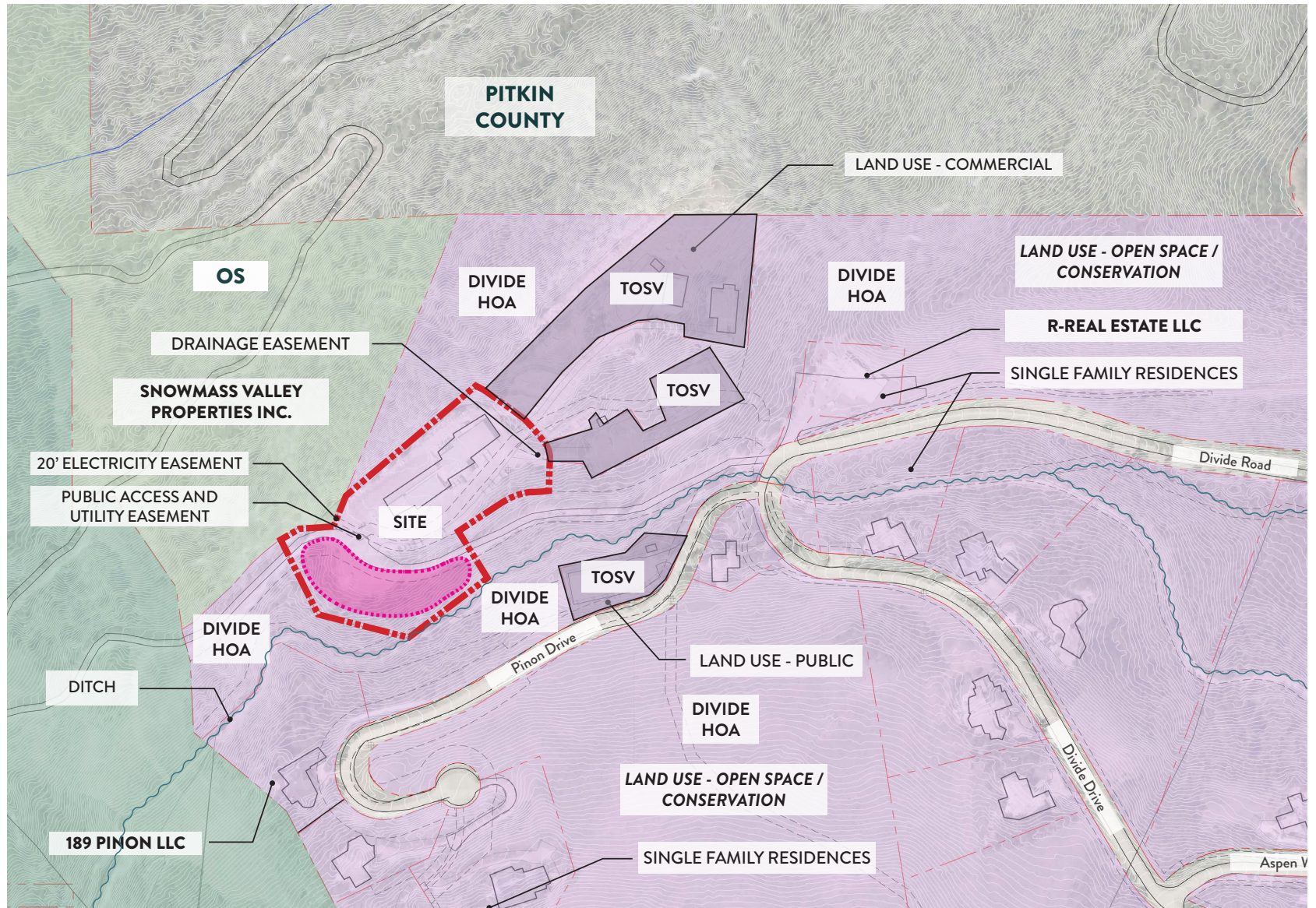
LEGEND

ZONING DISTRICTS

- MU PUD
- OS
- REC

LINES AND HATCHES

- SITE LIMIT
- DEVELOPABLE AREA
38 867.3 SF
- PROPERTY IDENTIFIED
IN THE TOSV HOUSING
MASTER PLAN



SITE ZONING MAP

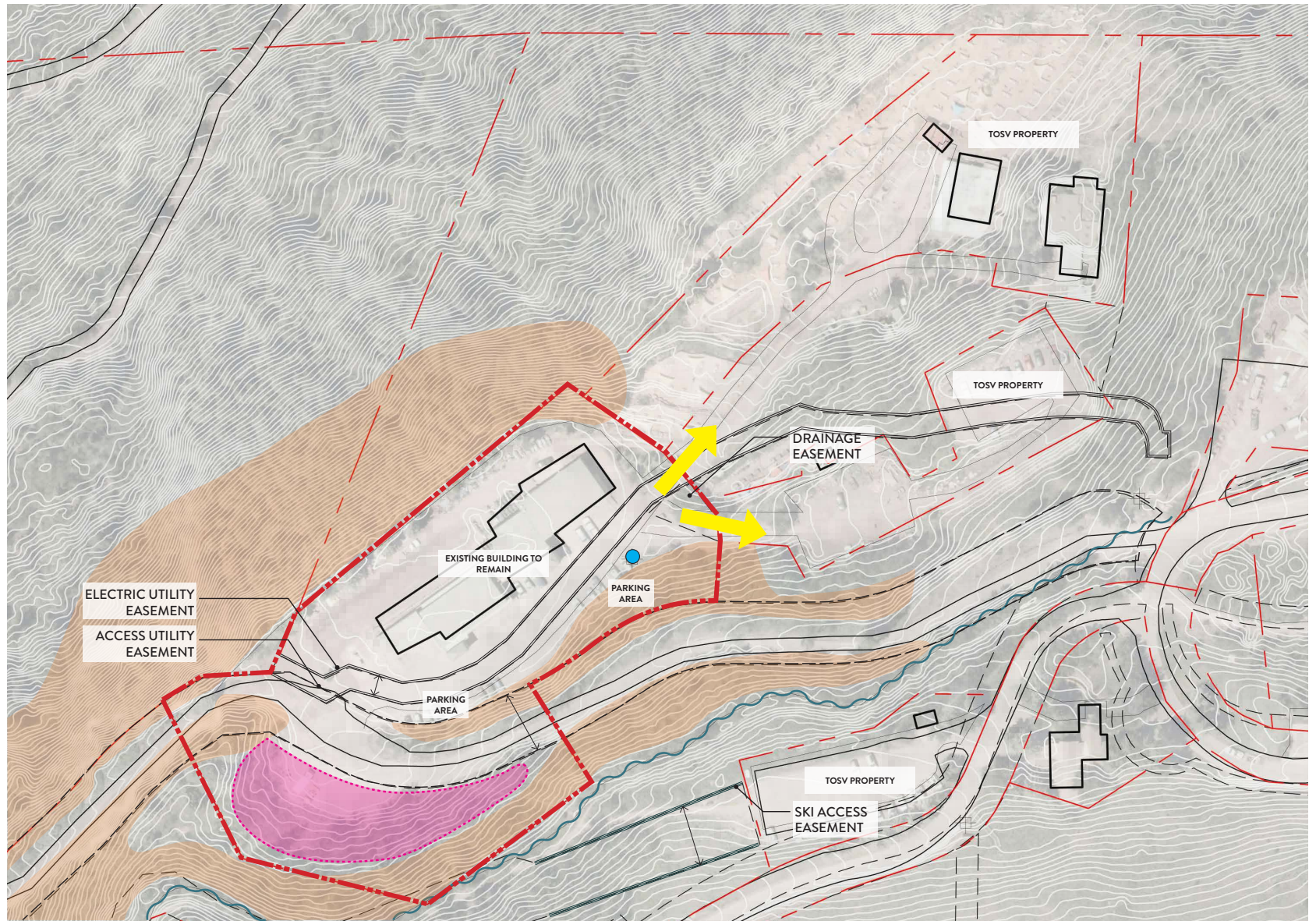
LEGEND

LINES AND HATCHES

- SITE LIMIT
- ~~~~~ DITCH
- ACCESS UTILITY EASEMENT
- ===== ELECTRIC UTILITY EASEMENT
- ===== SKI ACCESS EASEMENT
- SLOPE > 20%
- DEVELOPABLE AREA 38,867.3 SF

SYMBOLS

- HYDRANT
- ➔ MAINTENANCE ACCESS TO EX. PROPERTIES



SITE ANALYSIS MAP



BIRDS EYE VIEW OF SITE CONTEXT



M E M O R A N D U M

June 21, 2024

TO: Aspen Skiing Company (Heather Henry, Philip Jeffreys, David Clark)

FROM: Thomas J. Todd

RE: Lot 44 of The Divide—Aspen Skiing Company Maintenance Facility; Land Use Approval/Utility Easement Summaries

I. Introduction

The Divide Subdivision Plat was recorded August 28, 1989 under Reception No. 314584 at Plat Book 23 Page 27. The plat created a total of 50 lots, with Lots 1-41 being designated for single family uses, Lots 42 and 43 being designated as for public parking purposes and Lots 46, 47, 48, 49 and 50 being designated as Common Open Space parcels. Lot 44 was designated for Aspen Skiing Company uses and Lot 45 was designated for Krabloonik kennel/restaurant operations. In addition, the declarant, Snowmass Land Company, dedicated to the Town of Snowmass Village a sixty foot (60') wide “public access easement” to Divide Road.

ASC acquired title to 2.854-acre Lot 44 of The Divide from Snowmass Land Company on August 31, 1989 by deed recorded in Book 600 Page 882. The 60' wide Divide Road public access easement/right of way bisects Lot 44.

As previously noted, the Covenants, Conditions & Restrictions for The Divide (the “Divide CC&Rs”) recorded in Book 600 at Page 610 do not apply to Lot 44. The Divide Homeowners Association (Articles of Incorporation recorded in Book 600 at Page 645; Bylaws recorded in Book 600 at Page 650), created in accordance with and pursuant to The Divide CC&Rs, does not have jurisdiction over Lot 44. Lot 44 is not a member of The Divide Homeowners Association, and therefore does not pay assessments or participate in meetings nor does it have the right to vote on matters coming before The Divide Homeowners Association. Notwithstanding this “independence” applicable to Lot 44, ASC, as the record owner of Lot 44, has participated from time to time in amendments to The Divide subdivision plat and underlying Town of Snowmass land use approvals relating to The Divide, including the adoption of a First Amended Final Plat of Lots 42, 45, and 47 of the Divide recorded September 25, 2006 in Plat Book 81 and Page 45 at Reception No. 528952 (the “First Amended Plat”). The First Amended Plat reconfigured the original boundaries of Lots 42, 45 and 47, and created a new Lot 51 from a former portion of Lot 47. It should be noted that Lots 45 and 51 of The Divide are also not subject to The Divide CC&Rs.

Location
600 East Main Street, Suite 104
Aspen, CO 81611-1991

Contact
p: 970.925.3476 | f: 970.925.9367
www.hollandhart.com

Holland & Hart LLP Anchorage Aspen Billings Boise Boulder Cheyenne Denver Jackson Hole Las Vegas Reno Salt Lake City Santa Fe Washington, D.C.

II. Summary of Land Use Actions/Agreements

Exception No. 19: The Divide Subdivision Plat. Shows all lots and easements, including the dedicated public access easement/right of way for Divide Road where it passes through the subdivision.

The Divide Land Use Plan Map (Originally recorded August 28, 1989 at Reception No. 314585). Approved pursuant to TOSV Ordinance No. 16, Series of 1989. Depicts approximate boundaries and summarizes allowed uses for the original Lots 1-50 of The Divide. Contains a Land Use Plan Summary which includes a list of Permitted Uses, Major Structures, and Land Use Parameters for Parcel C (aka Lot 44); see attached excerpt.

Exception No. 20: The Divide Subdivision Improvements Agreement. Covers dedication and use of Divide Road, parking lot paving obligations, water and sanitation line installation obligations, and public trail easement over existing water line.

Exception No. 26: TOSV Ordinance No. 16, Series of 2001. Approves a Minor Amendment to Lot 44 with multiple commitments to re-align access to Lot 45 which was needed due to separate, pending MacEachen/Krabloonik application involving Lot 45.

Exception No. 27 & Exception No. 28 (re-recorded):
Easement Grant for 24' wide access easement over Lot 44 to serve Lot 45 for deliveries and for dog sledding passage; prohibits restaurant customers or public from using the access. Granted pursuant to Ordinance No. 16, Series of 2001.

Exception No. 29: TOSV Administrative Modification to Ordinance No. 16, Series of 2001. Approves various building construction/finish modifications. Notes condition no. 4 of Ordinance 16, Series of 2001 to allow for reservation of easement area for access to a future town parking lot.

Exception No. 32: TOSV Resolution No. 28, Series of 2004. Follows a Land Exchange Agreement between MacEachen/Krabloonik and The Divide Homeowners Association approved pursuant to Resolution No. 49, Series of 2002. Contains a reference to access through Lot 44; includes a reference to relocating irrigation ditch easement. Calls for dedication of an Open Space Easement of over 0.8 acres on Lot 47.

Exception No. 33: Ordinance No. 13, Series of 2004. Approves a Minor Amendment to The Divide; details ASC's efforts to amend the PUD.

- Exception No. 34: Record of Decision: Administrative Modification to Krabloonik at The Divide PUD and Subdivision Plat. Includes at Exhibit D ASC’s consent to shared use of dumpster; also includes at Exhibit G ASC’s letter regarding access to Lots 45, 47 and 51.
- Exception No. 35: First Amended Plat of The Divide (Concerning Lots 42, 45 and 47). ASC creates a water drainage easement for the benefit of Lot 51. Plat includes additional easement grants from The Divide Homeowners Association and ASC. Note use restrictions in Plat Notes which allow for utilities to serve Lot 45 as well as driveways; use of Lot 45 restricted to kennel/restaurant, single-family residence, or open space. Lot 51 use restricted to a parking lot serving lot 45, or a public parking lot or access to Lot 45 if Lot 45 becomes a single-family residence. Shows location of irrigation ditch and a pipeline easement for the ditch after it crosses under Divide Road and heads downstream to the north and east (toward its confluence with Brush Creek).
- Exception No. 36: Record of Decision Town of Snowmass Village Administrative amendment to The Divide Lot 44—ASC Vehicle Maintenance Facility. Allows for eight (8) parking spaces to be used for dumpsters with eight (8) temporary graveled parking spaces located along southwest edge of access road. Temporary for 2008-209 winter season only; to be evaluated. Also shows sled dog egress along north side (rear) of the vehicle maintenance facility.

III. Summary of Snowmass Water & Sanitation District Easement Grants

- Exception No. 13: Easement to Snowmass Water & Sanitation District. This is a “blanket” easement over lands which currently comprise The Divide.
- Exception No. 15: Access Easement to Snowmass Water & Sanitation District for water treatment facilities site; includes a relocation right reserved to Snowmass Water & Sanitation District.
- Exception No. 19: The Divide Subdivision Plat. Dedicates to the Town of Snowmass Village and all utility suppliers non-exclusive easement areas as shown on the Plat for the installation and maintenance of all utility lines.
- Exception No. 23: Grant of Water and Sanitation Line Easements from Snowmass Land Company to Snowmass Water & Sanitation District, with reserved right to Snowmass Water & Sanitation District to relocate facilities.

IV. Summary of Electric Lines and Facilities Easement Grants

Exceptions Nos. 16, 19, 24, 25, 30 and 31: Easement grants to Holy Cross Electric (now known as Holy Cross Energy) for electric transmission lines, vaults, and related electrical facilities.

32279322_v1

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: Q62017164

Property Address:

1001 DIVIDE RD, ASPEN, CO 81611

1. Effective Date:

03/29/2024 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment

\$0.00

Proposed Insured:

TO BE DETERMINED

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

FEE SIMPLE

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

ASPEN SKIING COMPANY, A COLORADO GENERAL PARTNERSHIP

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

LOT 44,

THE DIVIDE SUBDIVISION,

ACCORDING TO THE PLAT RECORDED AUGUST 28, 1989 IN PLAT BOOK 23 AT PAGE [27](#).

COUNTY OF PITKIN

STATE OF COLORADO

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ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: Q62017164

All of the following Requirements must be met:

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

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

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

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

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: Q62017164

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

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES.
9. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED FEBRUARY 05, 1908, IN BOOK 55 AT PAGE [165](#) AND RECORDED JULY 2, 1917 IN BOOK 55 AT PAGE [543](#).
10. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED FEBRUARY 05, 1908, IN BOOK 55 AT PAGE [165](#) AND RECORDED JULY 2, 1917 IN BOOK 55 AT PAGE [543](#).
11. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED FEBRUARY 05, 1908, IN BOOK 55 AT PAGE [525](#).
12. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED FEBRUARY 05, 1908, IN BOOK 55 AT PAGE [525](#).
13. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED APRIL 22, 1971 IN BOOK 254 AT PAGE [837](#).
14. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS SET FORTH IN EASEMENT GRANT RECORDED NOVEMBER 24, 1972 IN BOOK 269 AT PAGE [162](#) AND REVISION TO EASEMENT GRANT RECORDED SEPTEMBER 20, 1978 IN BOOK 355 AT PAGE [142](#) AND AMENDMENT TO EASEMENT AGREEMENT RECORDED MARCH 29, 1985 IN BOOK 483 AT PAGE [642](#).

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: Q62017164

15. EASEMENT AND RIGHT OF WAY FOR A ROAD AS GRANTED TO SNOWMASS WATER AND SANITATION DISTRICT BY SNOWMASS AMERICAN CORPORATION IN THE INSTRUMENT RECORDED SEPTEMBER 28, 1971 IN BOOK 258 AT PAGE [197](#).
16. EASEMENTS AND RIGHTS OF WAY FOR ELECTRIC LINE PURPOSES AS GRANTED TO HOLY CROSS ELECTRIC ASSOCIATION, INC. IN INSTRUMENTS RECORDED AUGUST 19, 1981 IN BOOK 412 AT PAGE [733](#), RECORDED JANUARY 8, 1991 IN BOOK 637 AT PAGE 300 AND RECORDED FEBRUARY 11, 1991 IN BOOK 639 AT PAGE [362](#).
17. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT RECORDED NOVEMBER 20, 1985 IN BOOK 499 AT PAGE [445](#), PARTIAL RELEASE RECORDED AUGUST 27, 1989 IN BOOK 600 AT PAGE [604](#).
18. EASEMENT AND RIGHT OF WAY FOR DIVIDE ROAD AND RECIPROCAL EASEMENT AGREEMENT RECORDED MARCH 14, 1989 IN BOOK 587 AT PAGE [657](#).
19. EASEMENTS, RIGHTS OF WAY AND OTHER MATTERS AS SET FORTH ON THE PLAT OF SUBJECT PROPERTY RECORDED AUGUST 28, 1989 IN PLAT BOOK 23 AT PAGE [27](#), AND AS SET FORTH ON LAND USE PLAN MAP RECORDED AUGUST 28, 1989 IN PLAT BOOK 23 AT PAGE [30](#).
20. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS SET FORTH IN SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED AUGUST 28, 1989 IN BOOK 600 AT PAGE [633](#).
21. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND RESTRICTIONS AS SET FORTH IN DEED RECORDED AUGUST 31, 1989 IN BOOK 600 AT PAGE [882](#) AND ASSIGNMENT AND QUIT CLAIM AGREEMENT RECORDED MAY 12, 1999 AS RECEPTION NO. [431020](#) AND RELEASE AND ASSIGNMENT RECORDED DECEMBER 29, 1999 AS RECEPTION NO. [439042](#).
22. TERMS, CONDITIONS, PROVISIONS AND EASEMENTS AS SET FORTH IN GRANT OF PRIVATE SKI EASEMENTS RECORDED AUGUST 28, 1989 IN BOOK 600 AT PAGE [694](#).
23. EASEMENT AND RIGHT OF WAY AS GRANTED TO SNOWMASS WATER AND SANITATION DISTRICT IN INSTRUMENT RECORDED NOVEMBER 19, 1990 IN BOOK 634 AT PAGE [96](#).
24. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS SET FORTH IN HOLY CROSS ELECTRIC ASSOCIATION, INC. UNDERGROUND RIGHT OF WAY EASEMENT RECORDED JANUARY 8, 1991 IN BOOK 637 AT PAGE [300](#).
25. EASEMENT AND RIGHT OF WAY GRANTED BY SNOWMASS LAND COMPANY IN INSTRUMENT RECORDED FEBRUARY 11, 1991 IN BOOK 639 AT PAGE [362](#) AND INSTRUMENT RECORDED OCTOBER 15, 1999 AT RECEPTION NO. [436656](#).
26. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS SET FORTH IN ORDINANCE NO. 16, SERIES OF 2001 OF THE SNOWMASS VILLAGE TOWN COUNCIL RECORDED DECEMBER 5, 2001 AS RECEPTION NO. [461480](#).
27. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS SET FORTH IN ACCESS AGREEMENT RECORDED SEPTEMBER 9, 2002 AS RECEPTION NO. [472071](#).
28. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS SET FORTH IN ACCESS AGREEMENT RECORDED OCTOBER 25, 2002 AS RECEPTION NO. [473982](#).
29. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS SET FORTH IN ADMINISTRATIVE MODIFICATION NOTICE OF DECISION RECORDED NOVEMBER 6, 2002 AS RECEPTION NO. [474405](#).
30. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS SET FORTH IN TRENCH, CONDUIT AND VAULT AGREEMENT RECORDED OCTOBER 21, 2003 AS RECEPTION NO. [490057](#).

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: Q62017164

31. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS SET FORTH IN HOLY CROSS ENERGY UNDERGROUND RIGHT OF WAY EASEMENT RECORDED OCTOBER 21, 2003 AS RECEPTION NO. [490058](#).
32. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO 28, SERIES OF 2004 RECORDED MARCH 30, 2005 UNDER RECEPTION NO. [508426](#).
33. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 13, SERIES OF 2004 RECORDED APRIL 14, 2006 UNDER RECEPTION NO. [522985](#).
34. TERMS, CONDITIONS AND PROVISIONS OF RECORD OF DECISION RECORDED SEPTEMBER 25, 2006 UNDER RECEPTION NO. [528965](#).
35. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF AMENDED PLAT LOTS 42, 45 AND 47 RECORDED SEPTEMBER 25, 2006 UNDER RECEPTION NO. [528952](#).
36. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS SET FORTH IN RECORD OF DECISION ADMINISTRATIVE MODIFICATION RECORDED DECEMBER 9, 2008 AS RECEPTION NO. [554900](#) AND RECORD OF DECISION ADMINISTRATIVE MODIFICATION RECORDED DECEMBER 22, 2009 AS RECEPTION NO. [565558](#).



Land Title Guarantee Company

Disclosure Statements

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

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

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

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

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

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

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

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

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

Note: Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



Joint Notice of Privacy Policy of Land Title Guarantee Company Land Title Insurance Corporation and Old Republic National Title Insurance Company

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

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

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

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

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

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

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

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

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration

Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance Issued by Old Republic National Title Insurance Company

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President

Attest  Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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SNOWMASS OPS EMPLOYEE HOUSING

1001 DIVIDE RD
SNOWMASS VILLAGE, CO 81615

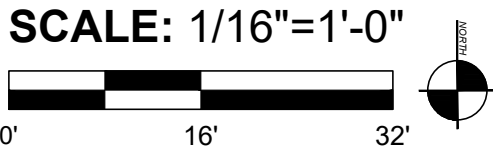
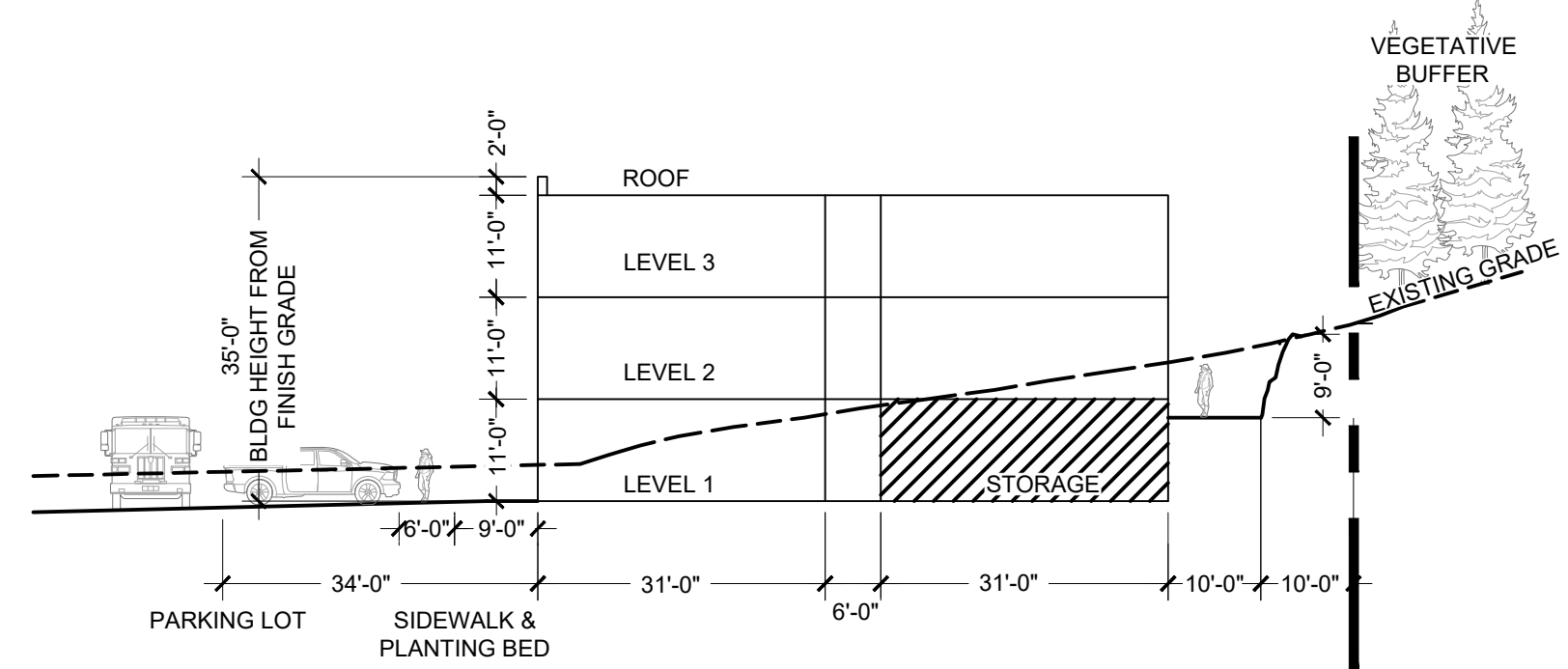
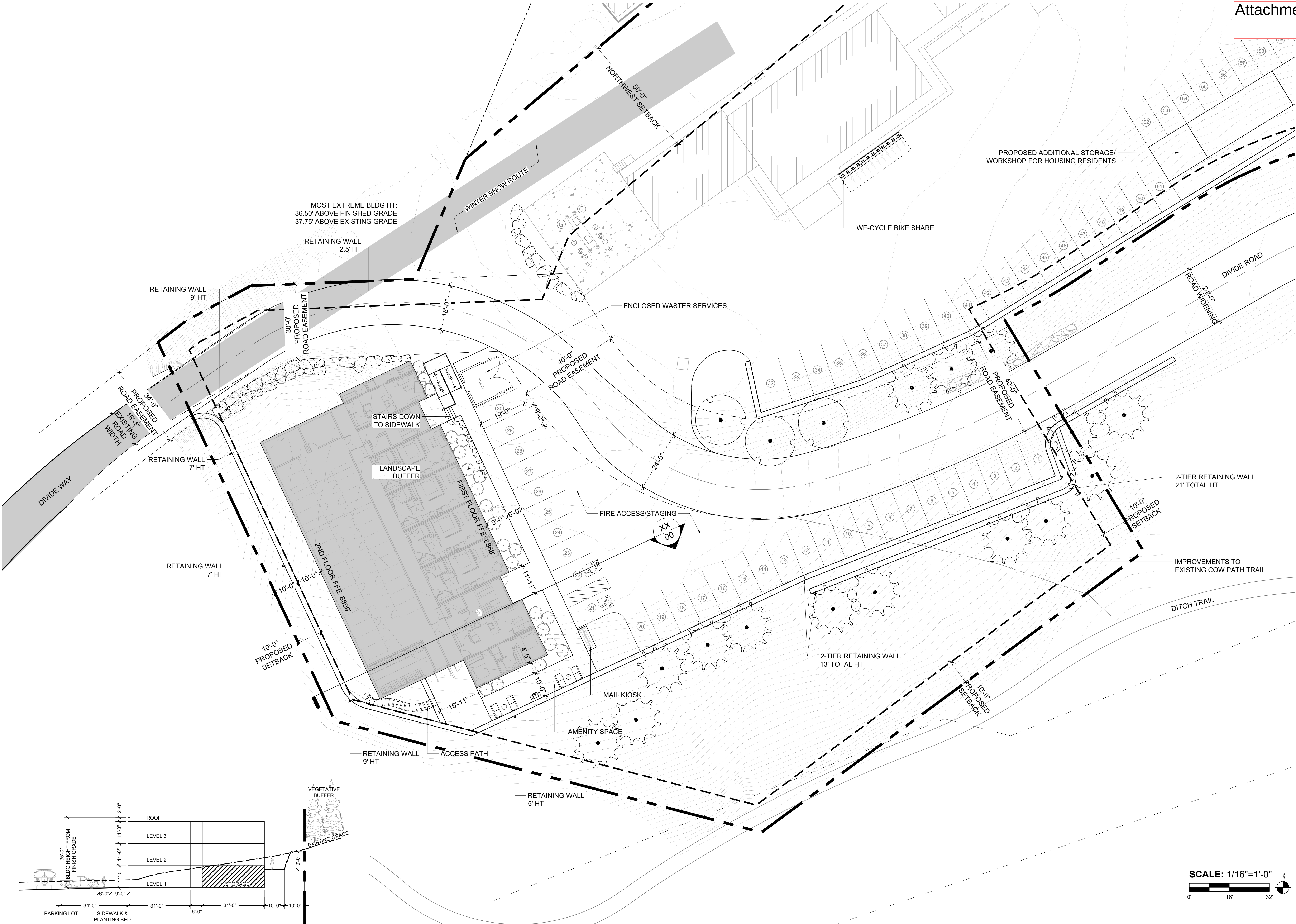
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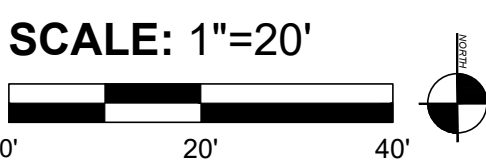
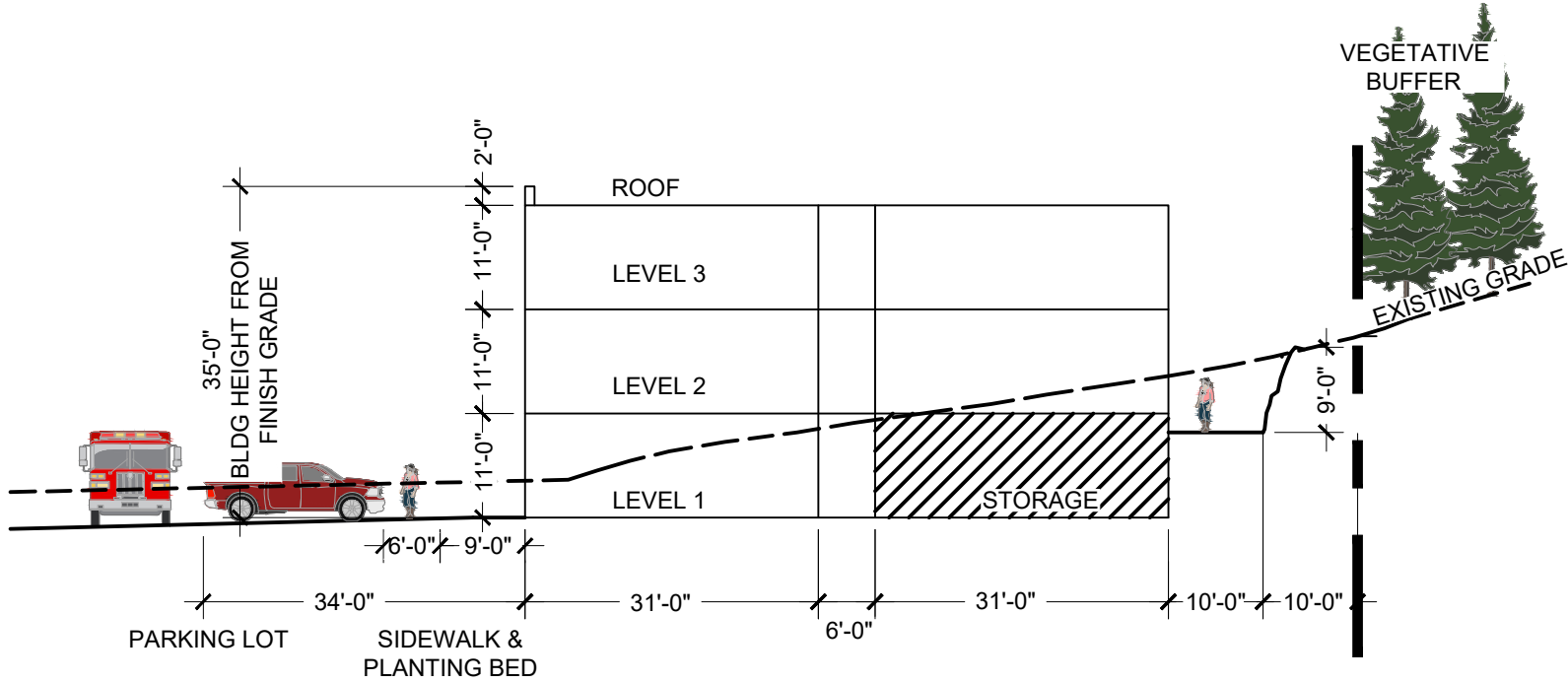
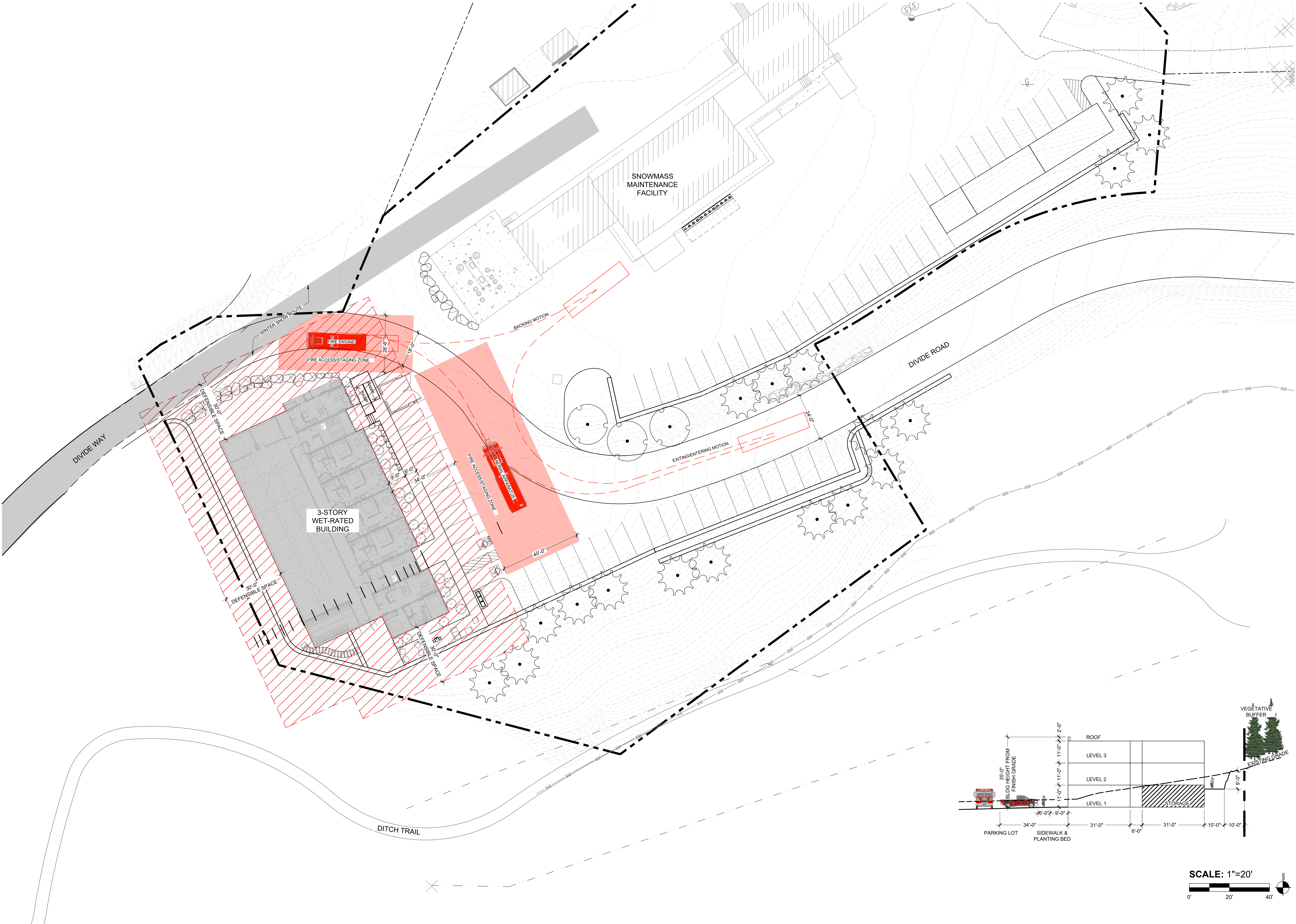
ISSUE & REVISION DATES	

Plot Date: 11/20/24 Project #: 546

SITE PLAN

L.1.00



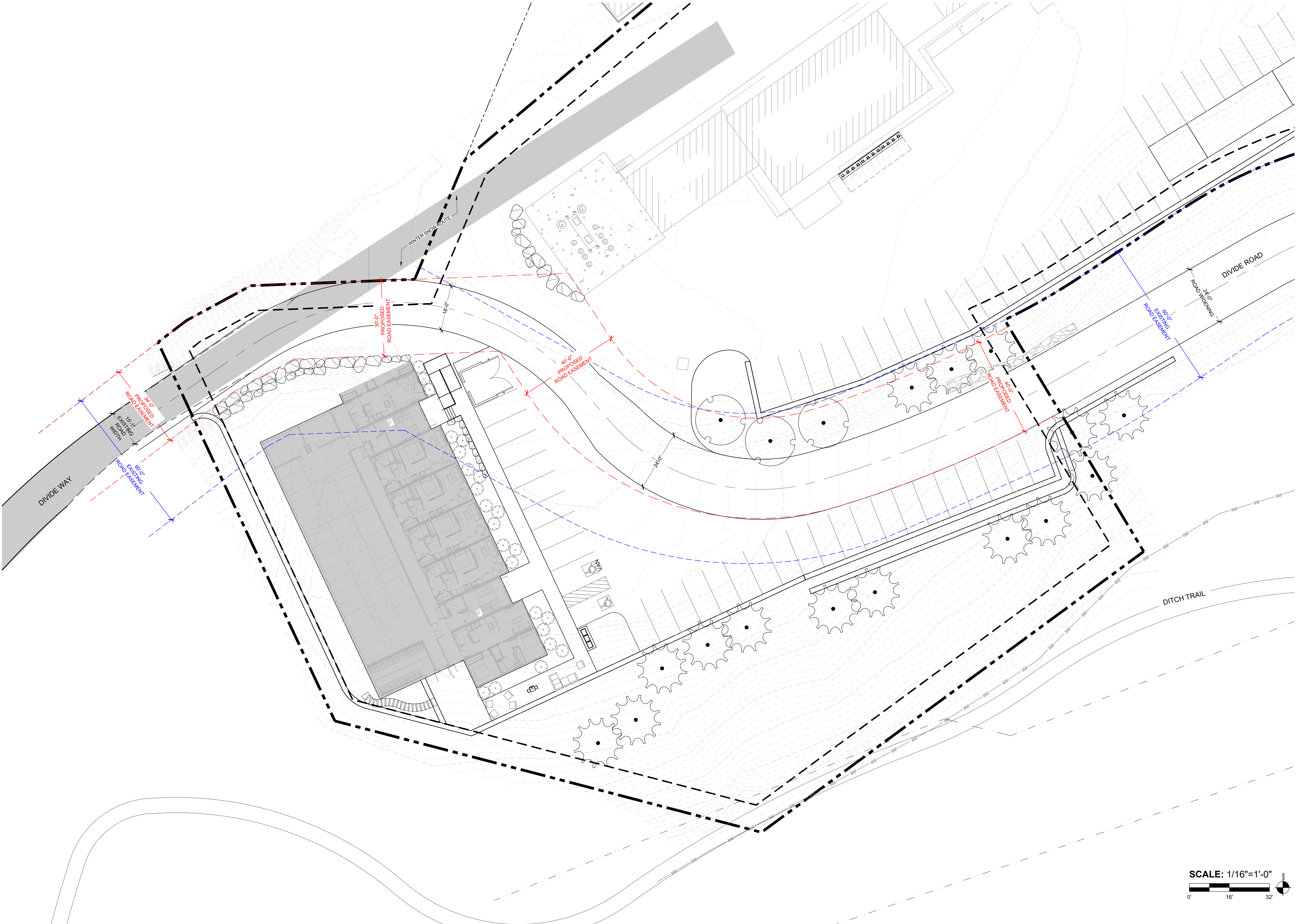


SNOWMASS OPS EMPLOYEE HOUSING

1001 DIVIDE RD
SNOWMASS VILLAGE, CO 81615

Drawn By: EW	Checked By: DD
ISSUE & REVISION DATES	
SKETCH PLAN	07/19/2024

Plot Date: 07/19/24 Project #: 546



INTEROFFICE MEMORANDUM

TO: BRIAN MCNELLIS, SENIOR PLANNER
FROM: BETSY CRUM, HOUSING DIRECTOR
SUBJECT: DIVIDE ROAD – SHOP HOUSING SKETCH PLAN
DATE: OCTOBER 31, 2024

I am writing to comment on the Aspen Ski Company's application for a Workforce Housing project located at the Divide, known as SHOP. This application will go before the Planning Commission for sketch plan consideration.

I would like to state my strong support for SkiCo's plan to move forward on this site with a workforce housing development. It has been some time since a local employer has considered building their own new workforce housing units here in the Village, and I applaud SkiCo's vision and commitment to being part of the affordable housing landscape. The Housing Department rents to more SkiCo employees than any other employer, and the greatest number of people on our waiting list for them. This plan will certainly make a dent in their housing needs.

I also support the location of the proposed SHOP development. It is a beautiful and peaceful location for people to live and is in close proximity to SkiCo's maintenance facility. There are abundant trails and natural amenities in the area, and I believe it will be a very desirable location for their employees. The proposed reduction in parking spaces to one per unit should be sufficient, based on our experience in our own rental developments, and can be enhanced by a car share and/or bicycles. It is likely that, over time, these apartments will serve more than just maintenance facility employees, so consideration should be given to some type of SkiCo-provided transportation that can bring people to work and services.

At 505 sf and 708 sf respectively, the one- and two-bedroom apartments are appropriately sized for year-round living, and each will have ample storage space (50 sf) in a separate basement storage area. I would note that, due to the lack of windows, the one-bedroom apartments are not "true" one-bedrooms but have been designed to make the best use of space, offer a closet and provide privacy for sleeping. My only comment is that the design for these units allows for only a window and sliding door on one side. This should be sufficient with proper air exchange but may not allow in much light on the end that backs up to the hill.

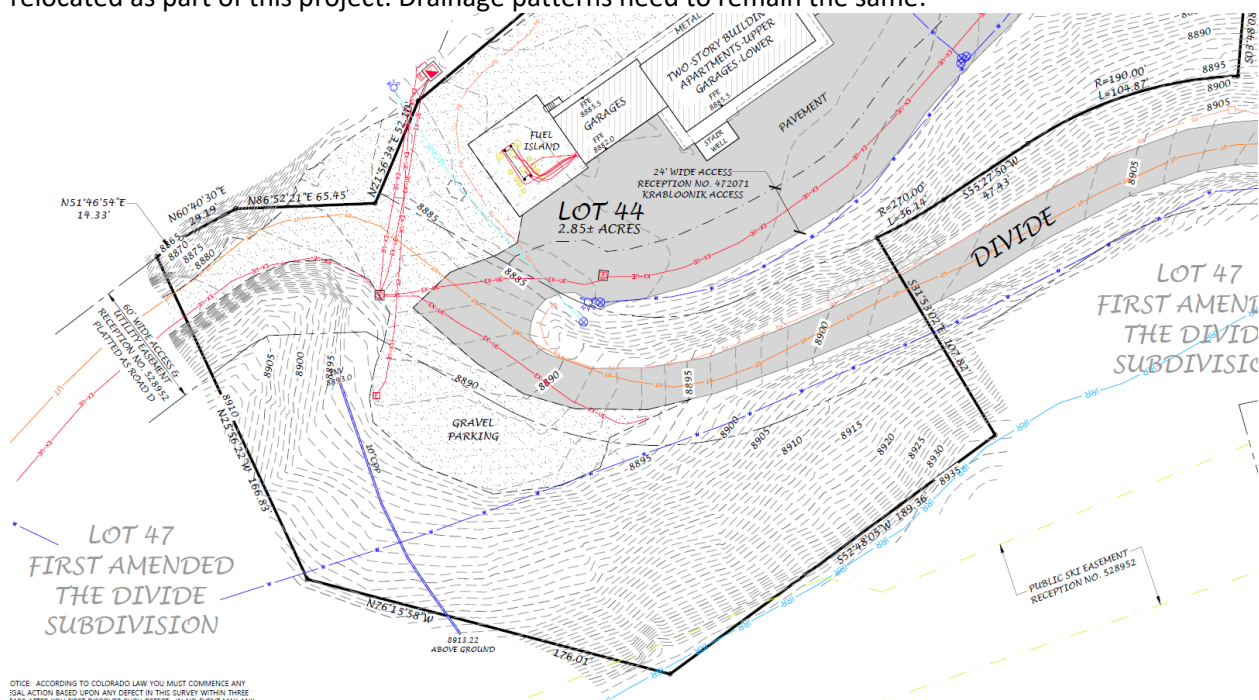
In short, I fully support the proposed project and look forward to working with SkiCo on this and other workforce housing developments.

INTEROFFICE MEMORANDUM

TO: BRIAN MCNELLIS, SENIOR PLANNER
FROM: MIKE HORVATH, TOWN ENGINEER
ANNE MARTENS, PUBLIC WORKS DIRECTOR
SUBJECT: SPECIAL REVIEW – DIVIDE HOUSING COMMENTS
DATE: OCTOBER 7, 2024

These comments are in response to the proposed Aspen Skiing Company's application (dated August 5, 2024) for a Special Review for the redevelopment of the Divide Housing.

1. Per the survey below, there are existing utilities within the building envelop that will need to be relocated as part of this project. Drainage patterns need to remain the same.



2. Divide Way needs to be widened to 24' for its entirety, not only within Lot 44, to Divide Rd.
3. The current application has the Divide Way easement listed as an access easement across Lot 44. This easement needs to be a right-of-way easement to accommodate both access and utilities.
4. With road widening and utility work, easements for new infrastructure located outside existing easement on Lot 47 will need to be implemented.
5. Intent to Serve Letters are required from all utility providers. Please provide as part of application.
6. Realigned roadway appears to extend onto neighboring property to the north. An easement will be required for this encroachment or realignment needs to be redesigned to prevent encroachment.

7. Retaining walls are proposed on the southern property line. Construction easements will be necessary to accomplish this work. Depending on wall type, the wall, if soil nail wall for example, would require a permanent wall easement on Lot 47 as well.

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

Roaring Fork Fire Rescue Authority
1089 JW Drive
Carbondale, CO 81623
970.340.7040
roaringforkfire.org

December 11, 2024



SCOTT THOMPSON
FIRE CHIEF

Brian McNellis, Senior planner
Town of Snowmass Village

Re: Divide (SHOP) Workforce Housing Application
100 Divide Road
Snowmass Village, Co.

Brian,

The Roaring Fork Fire Rescue Authority has been working with the Applicant land planner, Connect One, on fire department emergency access and the new orientation of the workforce housing building.

We have received positive feedback and verbal resolve on several of our initial concerns as below:

1. Fire suppression systems for the new housing building.
2. Lithium Ion battery storage areas for electric bikes and mobility devices.
3. Fire hydrant placement will be made by the Roaring Fork Fire Rescue Authority.
4. Maintained Emergency Access within parking areas and widened Divide Way road width to 24' for the entire length.

We would like to add that a "dedicated" emergency access easement be added to Tract 44 of the Snowmass Maintenance Facility parking area so that any future development would not interfere with our apparatus movement. This should include that an all-weather driving surface to be maintained for imposed weight loads of fire apparatus.

Thank you for the opportunity to make comment at this planning stage of the development.

John Mele
Fire Marshal

Serving
NEIGHBORS

Solving
PROBLEMS

Saving
LIVES



Dunlop Environmental Consulting, Inc.

Environmental Public Health Planning for the Future

October 3, 2024

Town of Snowmass Village
Community Development Department
Brian McNellis, Senior Planner AICP/MLA
130 Kearns Road
Snowmass Village, CO 81615-5010

Re: Major PUD Amendment Aspen Skiing Company Vehicle Maintenance Facility Parcel C,
Lot 44, Divide Subdivision – The SHOP Snowmass Housing for Ops Personnel Major PUD
Amendment

Dear Mr. McNellis,

As per your request, Dunlop Environmental Consulting has reviewed the above referenced application for compliance with appropriate Town of Snowmass Village (TOSV) Codes. The focus of this review will be on water quality, air quality, noise management and the Construction Management Plan (CMP). There is general discussion in the application regarding project location and function, but with minimal detail regarding statements around environmental impacts.

To summarize the application, the Aspen Skiing Company (ASC) is proposing to add 30 living units to 2.85 acres of land near the existing Snowmass Mtn. Vehicle Maintenance Facility. There will be 20 one-bedroom units and 10 two-bedroom units available year-round for fulltime employees. These will be rental units owned by the ASC. The residences will be 100% electric, prefabricated modular construction made off-site and assembled on parcel C, Lot 44 of the Divide Subdivision. The project is proposed to be completed within 12-18 months after the start date.

WATER QUALITY:

More detail is requested regarding ground and surface water management during construction and post-construction. For example, determine if a Brush Creek Impact statement is applicable, if a construction site de-watering permit will be necessary, and what influences groundwater might have during construction and post-construction? It is requested to provide more detail to a statement in the application that storm water from paved areas will “sheet flow over natural areas” and provide adequate filtration of the water to not be of further concern and provide a statement regarding the presence or absence of wetlands in the area.

Snow removal and storage from the parking area, roofs and sidewalks is not addressed in the application. Further, what impact will snow storage areas have on drainage patterns and capacity when the snow melts, is a water detention plan necessary? Will any of the paved areas be snow melted? These are questions for the applicant to address as either being relative or not applicable to this project.

Wastewater treatment will be provided by the Snowmass Water and Sanitation District. The applicant has identified the need to replace and upgrade an existing sewage lift station to properly manage this residential byproduct.

AIR QUALITY:

The residential units will be 100% electric. Therefore, there is no concern with emissions from natural gas or wood burning devices.

It is requested the applicant provide a statement regarding increased vehicular traffic as the result of more vehicles congregating in this area. Since there is an existing abundance of vehicles in the immediate area from the vehicle maintenance garage, it is not anticipated that this project will significantly contribute to degrading air quality, but a statement from the applicant to this point, with subject matter expert support, is requested.

Thirty parking spaces are proposed. Will any of these be identified for electric vehicles?

This project will be required to provide a fugitive dust control permit application to the TOSV. Included in the plan will be strategies identified in Ordinance 12, Series of 2007 of the TOSV Construction Management Plan.

NOISE:

This project is not in a heavily populated area that could be impacted; however, the applicant will be required to comply with TOSV Municipal Building Code Section 18-3. This section covers workdays, hours, and noise levels at a construction site.

In reviewing the design of the residential units in the application, concerns were identified that will affect occupants of the spaces. Some units share one common wall, others share two common walls. The location of the bed in one unit will share a wall with a kitchen (garbage grinder, dishwasher, sink) in the adjoining unit. The kitchen also tends to be a social gathering area. Experience I have with this type of multi-unit design and quality of life issues of occupants raises this concern. It will be critical that sound proofing materials be specified in walls, ceilings, and floors of this project. Common hallways can also be problematic unless sound dampening flooring is installed. These concerns are made with emphasis in this type of housing. Not everyone will be on the same work shift, some may

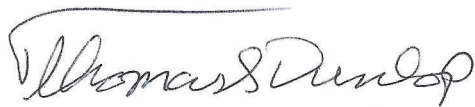
work nights while others work days. Sleep patterns and personal entertainment choices can present conflicts. The TOSV may become engaged settling these conflicts.

CONSTRUCTION MANAGEMENT PLAN:

Construction management plans are required by TOSV Ordinance 12, Series of 2007. The CMP is required prior to excavation and building permit issuance. It is important for the applicant to be aware of this Ordinance well in advance of a construction start date.

This concludes findings of this review.

Sincerely,

A handwritten signature in dark ink, appearing to read "Thomas S. Dunlop". The signature is fluid and cursive, with a long horizontal line extending from the top of the first letter.

Thomas S. Dunlop, MPH, REHS
President



Dunlop Environmental Consulting, Inc.

Environmental Public Health Planning for the Future

November 29, 2024

Town of Snowmass Village
Community Development Department
Brian McNellis, Senior Planner AICP/MLA
130 Kearns Road
PO Box 5010
Snowmass Village, CO 81615

Re: Major PUD Amendment Aspen Skiing Company Vehicle Maintenance Facility Parcel C,
Lot 44, Divide Subdivision – The SHOP Snowmass Housing for Ops Personnel Major PUD
Amendment – November 22, 2024 Sketch Plan Amendments

Dear Mr. McNellis,

As per your request, Dunlop Environmental Consulting (DEC) has reviewed the above
referenced application for compliance with appropriate Town of Snowmass Village (TOSV)
Codes.

DEC reviewed the initial sketch plan submittal and presented findings to you dated
October 3, 2024. The significant change noted between the October 3rd application review
and the November 22nd amendment is the significant shift in structure and vehicle parking
orientation. A statement is made on p.9 (5) in the amendment that there are no identified
wetlands on this property. It is understood that more detail will emerge following the
sketch plan review process.

After reviewing the recent submittal and comparing it to the original application, there are
no significant additional findings to submit. This conclusion was supported after the TOSV
Design Review Team meeting discussion held on November 27, 2024. Findings in DEC's
October 3rd report remain as submitted.

Sincerely,

Thomas S Dunlop, MPH, REHS
President

TRANSPORTATION DEPARTMENT MEMO

To: Brian McNellis

From: Sam Guarino

CC: Dave Shinneman

Date: 12/13/2024

Re: Aspen SkiCo SHOP Sketch Plan

Find below Transportation Department comments as it relates to the Aspen Skiing company's sketch plan for the SHOP project:

- To support constrained parking and access to the site the applicant should consider alternative modes of travel to the single occupant vehicle. These could include bikeshare, carshare, employee shuttles, off-site vehicle storage, and any other transportation demand management measures that may be appropriate.
- Efforts should be made to ensure that residents of this development do not use the Divide "Lot E" parking adjacent to the site that is primarily used for Ditch Trail access.
- Connectivity to trail networks is currently non-existent from the site. The applicant should consider safe connections to Brush Creek Rd. and Carriage Way. In particular direct connections Sleigh Ride and Ditch Trails for pedestrians and cyclists should be established.
- The use of the numbered lots is often at capacity during the Winter. In an effort to protect these lots from overuse and as a means to store vehicles due to limited parking availability on site, recent developments have been prohibited from purchasing Resident Parking Passes for the Numbered Lots. It is the Transportation Department's opinion that this restriction should apply to this development.

Snowmass Homeowners Association

350 Market Street, Suite 304
Basalt, Colorado 81621

VIA E-MAIL: council@tosv.com

Mayor Alyssa Shenk and Members of the Snowmass Village Town Council
130 Kearns Road
P.O. Box 5010
Snowmass Village, CO 81615

Dear Mayor Shenk and Members of the Town Council:

As was explained to the Planning Commission, the Snowmass Homeowners Association is proud of the fact that all the residential PUDs subject to the Association's architectural authority were elegantly planned in a manner whereby all components harmonize with the natural surroundings and with each other.

While, the Association is supportive of the Town's employee housing initiatives, it is also deeply concerned over proposed amendments that will create an imbalance at the expense of the residential subdivisions that are the anchors of these PUDs, upon which Snowmass has gained a prestigious international reputation.

The Association is highly sensitive to and shares the concerns of The Divide homeowners over the potential extremely disharmonious impacts from a proposed amendment that would add parking, increased density and traffic, and a change in character not contemplated when The Divide PUD was originally conceived and approved.

We understand that the proposed project will be used to mitigate employee generation caused by expansions previously approved in other parts of Snowmass, without contemporaneous thoughtful planning for the mitigation of those impacts. The proposed project does not mitigate those impacts in any real sense and, to the extent that it would result in some general employee housing impact mitigation, it would do so at the expense of the values articulated in the Comprehensive Plan and Land Use Code of the Town.



Gene Burrus
President
Snowmass Homeowners Association
January 28, 2025

January 29, 2025

BILL E. KYRIAGIS
303 575 7506
BKYRIAGIS@OTTENJOHNSON.COM

BRAD W. SCHACHT
303 575 7527
BRAD@OTTENJOHNSON.COM

VIA E-MAIL - DSHINNEMAN@TOSV.COM

Town of Snowmass Village Town Council
130 Kearns Road
Box 5010
Snowmass Village, CO 81615
Attn: Dave Shinneman, Community Development Director

Re: Application for a Major Planned Unit Development Amendment to the Aspen Skiing Company's
Vehicle Maintenance Facility on Lot 44 of the Divide Subdivision – Public Comment

To Whom it May Concern:

This firm represents the Divide Homeowners Association (the “**Divide HOA**”). We are writing to submit public comment to the Town of Snowmass Village (“**Town**”) Town Council, for the Council’s February 3, 2025 meeting, at which it will be considering the application by the Aspen Skiing Company LLC (“**SkiCO**”) for a Major Planned Unit Development Amendment to the Aspen Skiing Company’s Vehicle Maintenance Facility on Lot 44 (“**Lot 44**”) of the Divide Subdivision (the “**Application**”). The Application seeks approval to develop an additional 30 housing units, along with parking spaces and storage on Lot 44 (the “**Project**”). Please include this letter in the materials provided to the Town Council and in the Town’s record for the Application.

This letter follows letters dated December 12, 2024 and January 21, 2025 that we sent to the Planning Commission on behalf of the Divide HOA, outlining the Divide HOA’s initial concerns about the Project. Both of those letters are enclosed herewith. Additionally, Bill Kyriagis provided public comment at the Planning Commission’s December 18, 2024 and January 8, 2025 meetings. Brad Schacht provided public comment at the Planning Commission’s January 22, 2025 meeting.

At the conclusion of the Planning Commission’s January 22 meeting, the Planning Commission adopted a resolution, with conditions, that recommended that the Town Council approve the sketch plan application submitted by SkiCo and allow SkiCo to proceed with the preliminary plan approval process.

As we stated at the January 22 Planning Commission meeting, the Divide HOA remains very concerned about this proposal. While the Divide HOA recognizes the need for additional affordable housing in the Town, the Divide HOA continues to believe that Lot 44 is not an appropriate location for a project of this scale and density and intensity of use. Even at the conceptual level considered at the sketch plan stage, it is clear that the Project is inconsistent with the existing PUD as well as the Town’s own Comprehensive and Housing Master Plans.

Town of Snowmass Village Planning Commission
January 29, 2025
Page 2

We are disappointed that the Planning Commission did not more thoroughly examine these issues before adopting its resolution of recommendation and hope that Town Council will give those issues the consideration that they merit.

All of the Divide HOA's concerns previously articulated about the Project remain, and we respectfully request that Town Council deny SkiCo's sketch plan Application.

Sincerely,



Bill E. Kyriagis



Brad W. Schacht
For the Firm

BEK/lm
Enclosures

cc: Brian McNellis (By Email Bmcnellis@tosv.com)
Deidre Boineau (By email divide@sopris.net)

Attachments to January 29, 2025 Divide HOA Letter – Prior Letters



January 21, 2025

BILL E. KYRIAGIS
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VIA E-MAIL - DSHINNEMAN@TOSV.COM

Town of Snowmass Village Planning Commission
130 Kearns Road
Box 5010
Snowmass Village, CO 81615
Attn: Dave Shinneman, Community Development Director

Re: Application for a Major Planned Unit Development Amendment to the Aspen Skiing Company's Vehicle Maintenance Facility on Lot 44 of the Divide Subdivision – Public Comment

To Whom it May Concern:

As you know, this firm represents the Divide Homeowners Association (the “**Divide HOA**”). We are writing to submit public comment to the Town of Snowmass Village (“**Town**”) Planning Commission, for the Planning Commission’s January 22, 2025 meeting, at which it will be considering the application by the Aspen Skiing Company LLC (“**SkiCo**”) for a Major Planned Unit Development Amendment to the Aspen Skiing Company’s Vehicle Maintenance Facility on Lot 44 (“**Lot 44**”) of the Divide Subdivision (the “**Application**”). The Application seeks approval to develop an additional 30 housing units, along with parking spaces and storage on Lot 44 (the “**Project**”). Please include this letter in the materials provided to the Planning Commission and in the Town’s record for the Application.

This letter follows a December 12, 2024 letter we sent on behalf of the Divide HOA, outlining the Divide HOA’s initial concerns about the Project. Additionally, Bill Kyriagis provided public comment at the Planning Commission’s December 18, 2024 and January 8, 2025 meetings. Unfortunately, the information presented by SkiCo to date has not alleviated the Divide HOA’s concerns with the Project. On the contrary, SkiCo’s presentations have confirmed that the Project is not the right fit for the Lot 44 location. While all of the concerns previously raised continue to apply, we are writing now to address some of the issues raised by SkiCo at the January 8, 2025 meeting.

Comprehensive Plan Compatibility

At the January 8 meeting, SkiCo highlighted provisions of the Comprehensive Plan that emphasize the importance of developing additional affordable and employee housing in the Town. Creating such additional housing is undeniably an important goal for the Town, as the Divide HOA has previously acknowledged. However, SkiCo appears to be relying on these provisions to suggest that building additional housing units

trumps all other considerations. A fair reading of the Comprehensive Plan demonstrates that that is not the intent. Much of the Comprehensive Plan focuses on *where* various important uses should be located.

Goal E of the Comprehensive Plan directs the Town to “continue to support a viable workforce with a commitment to workforce housing by exploring opportunities that best balance the character and resources of the Town.” Within Goal E, the very first section is E.1 “Focus New Housing within the Nodes,” stating:

Based on the limited amount of land available for development within Snowmass Village, new housing should be concentrated in and around the existing nodes of activity, i.e.: the Mall, Base Village, Snowmass Center and Town Park. Future redevelopment and new development in and around these areas present opportunities to increase the amount of available housing, with limited impact on the natural environment. Close proximity to local and regional transit and alternative transportation services at these locations would also allow residents to reduce their transportation costs, traveling on foot to reach their employment locations and for day-to-day shopping.

Various other provisions also emphasize the importance of focusing development within the nodes, and the Project is completely inconsistent with this direction.

Recognizing that the Project violates this clear directive of the Comprehensive Plan, SkiCo highlighted a provision on page 18, which states: “Although development outside of the three CPAs is discouraged, creative development is encouraged and may require an extra level of review, such as a pre-sketch meeting with Town Council and the Planning Commission.” In SkiCo’s view, the Project is creative, because it involves an employer building affordable housing. That misses the point of this language, which is about *where* housing should be built, not *who* builds it. The problems with the Project stem from its location, especially given the drastic increase in density.¹ It is in a remote site, with insufficient parking and no access to transit. Equally important, it will inject a very high density use into a low-density residential neighborhood.

Housing Master Plan Compatibility

At the January 8, 2025 meeting, SkiCo presented its own “suitability matrix” for developing affordable housing on Lot 44. In doing so, SkiCo represented that it was attempting to do the same analysis that the Town did in its 2021 Housing Master Plan. However, the “suitability matrix” SkiCo created is nothing more than an unprincipled effort to justify a particular result, in contrast to the thoughtful analysis in the Housing Master Plan.

The likely best comparisons for most of the suitability factors are the sites designated 1, 2 and 3 in the Housing Master Plan—the two Krabloonik sites and the Ditch Trail parking lot—since they are all immediately adjacent

¹ The Divide HOA would not have objections to the development of the 3 additional housing units already approved as part of Phase II of the existing PUD, which were contemplated to be complementary to an additional vehicle maintenance building. That is a much more compatible use than the proposal contemplated in the Project.

to Lot 44. The suitability matrix data for these sites is on pages 66-68 of the Housing Master Plan. SkiCo's own "suitability matrix" for Lot 44, as presented on January 8, is below.

SUITABILITY MATRIX

Suitability Category	Divide	
Physiology	4.3	
Slope	5	
Drainage	4	
Soils	4	
Hazards	4	
Utilities	4.0	
Proximity	4	
Existing Capacity	4	
Services Proximity	3.8	
Essential Daily Services	2	
Proximity to Daily Work	5	
Emergency Services	3	
Open Space Recreation	5	
Vehicular Access	3.5	
Existing Infrastructure to buildable area	4	
Slope	3	
Alternative Transportation Proximity	1.0	
Distance to Walkways/Bikeways	1	
Distance to Bus Stops	1	
Density Potential	3.5	
Current Landuse & Zoning	4	
Surrounding Parcel & Comprehensive Plan Compatibility	3	
Ecological Constraints & Protection	4.0	
Wildlife Sensitive Areas	4	
Wetlands & Creek Buffers	4	
Existing Habitat to be Preserved	4	
Buildable Area	3.0	
Size of Suitable Area	3	
Community Impact	5.0	
Neighbor opposition, historic hesitancy, existing structures, businesses/uses, visual contextual continuity, visual impact	5	
Replacement Impact/Cost	5	
	3.6	

ASPEN ONE MASTER HOUSING PLAN

on Lot 44, and it is not credible to suggest that Lot 44 should receive a "4" on that factor. A "2" is more appropriate. The same is true for "Surrounding Parcel & Comprehensive Plan Compatibility," for which SkiCo characterizes Lot 44 as a "4," while the Town concluded that sites 1-3, *which surround Lot 44*, should each be a "1." A score of "1" is appropriate on this factor for Lot 44 as well. Ascribing accurate numbers on these

SkiCo's numbers appear to be inflated throughout. The Divide HOA is not in a position to do a comprehensive analysis at this time, but some significant discrepancies are readily apparent.

For example, sites 1-3 in the Town's analysis all received a "5" for "slopes, based on primary slopes less than 10%. Lot 44 has many slopes greater than 20% and some that likely exceed 30%. Road improvements and retaining walls would need to cut into these slopes, yet SkiCo also considered slopes to be a "5" for Lot 44. A "3" would be a more accurate score. Similarly, while the Town concluded that the "soils" suitability for these sites was a "1," SkiCo characterizes soils suitability for Lot 44 as a "4." That seems unlikely given that sites 1-3 surround Lot 44. Assuming these are the only issues with SkiCo's "Physiology" analysis, "3" would be a more accurate total "Physiology" score instead of the "4.3" claimed by SkiCo.

Under "Services Proximity," the Town's matrix includes three criteria. SkiCo adds a fourth criterion for "proximity to daily work," skewing the results. If that additional criterion were not included—thereby maintaining the "apples-to-apples" comparison with the Town's analysis—and the scores for the other criteria were the same, the total overall score for "Services Proximity" would be a "3.3" instead of a "3.8."

SkiCO also unreasonably assesses the "Density Potential" factor, ascribing a "4" to "Current Land Use & Zoning," while sites 1-3 in the Town's analysis had a "1" or a "2". SkiCo's application is seeking to *drastically* increase the housing density

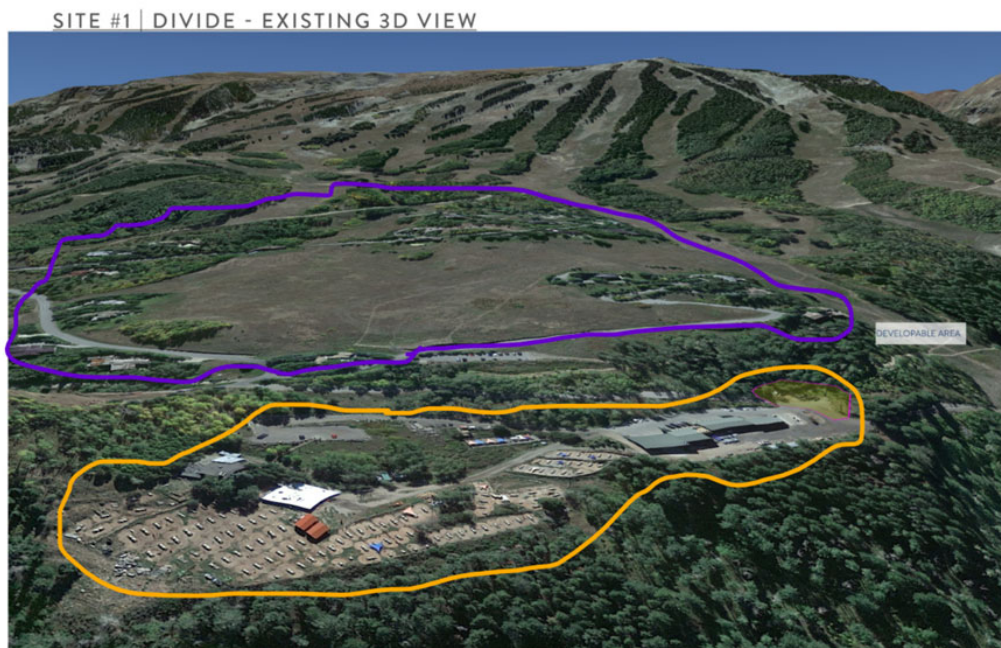
two criteria results in a total score for “Current Land Use & Zoning” of “1.5” rather than the “3.5” ascribed by SkiCo.

Perhaps SkiCo’s most glaring exaggeration of suitability is on the “Community Impact” factor, for which SkiCo determines a “5” is appropriate. As the Housing Master Plan acknowledges for the Ditch Trail parking lot (site 3): “Politics to consider... The Divide HOA would likely have serious issues with housing here as would the general public (esp. trail uses).” This applies equally to Lot 44, because the Divide HOA does, in fact, have serious issues with this level of density of additional housing on Lot 44. It should be a “1,” instead of a “5” as SkiCo concluded. That would reduce the overall “Community Impact” factor to a “3.5” instead of the “5” claimed by SkiCo.

The differences are substantial. Adding up SkiCo’s numbers from its own assessment, Lot 44 would have a total aggregate suitability rating of “32.1,” which would score just below the #10 site in the Town’s analysis. However, with more accurate numbers, accounting just for the problems outlined above, the total score for Lot 44 would only be approximately “26.8.” That would make it roughly comparable to the Krabloonik Kennels and Parking Lot sites, which fall at the low end of suitability of the 21 sites evaluated.

Zone District/Neighborhood Compatibility

In its presentation on January 8, SkiCo repeatedly displayed the map below, claiming that the area encompassing Lot 44 and the Krabloonik sites, circled in yellow, was a separate neighborhood, distinct from the Divide HOA neighborhood, which is circled in purple.



The problem with this notion is that both of these areas, which were created together via the same plat, are completely intertwined. This is not a “tail of two neighborhoods,” as SkiCo claims. Rather, the Divide HOA neighborhood completely encompasses the yellow area, as the Divide HOA owns open space located on literally every side of Lot 44—north, south, east and west—as shown on the map below.



Additionally, SkiCo presented a slide showing the “two neighborhoods” map, which stated that the density and FAR are allowable within the underlying MU-PUD Zone District. However, that is misleading, at best. The allowable density and FAR are as stated in the *existing* PUD. SkiCo’s application seeks to increase the allowable residential density from 9 total units as currently approved, to 39 units, which is a 333% *increase* in density. Similarly, the proposal is to increase the FAR from 25% for the entire site to 32.32%, which is a 29.28% increase from what the PUD currently allows.

Conclusion

Based on the Commission’s discussion at the January 8 meeting, it appears that the Commission intends to discuss a resolution recommending approval of the sketch plan Application at its January 22 meeting. This is very concerning to the Divide HOA. The Town should be engaging in a much more rigorous evaluation of the

Town of Snowmass Village Planning Commission
January 21, 2025
Page 6

compatibility of a project of this scale for this location before proceeding with the conceptual approval associated with a sketch plan.

The Project is inconsistent with most of the Town's land use criteria and threatens to undermine the careful planning that preceded the original PUD. All of the Divide HOA's concerns previously articulated about the Project remain, and we respectfully request that the Commission adopt a resolution recommending denial of the Application.

Sincerely,



Bill E. Kyriagis



Brad W. Schacht
For the Firm

BEK/mf

cc: Brian McNellis (By Email Bmcnellis@tosv.com)
Deidre Boineau (By email divide@sopris.net)

December 12, 2024

BILL E. KYRIAGIS
303 575 7506
BKYRIAGIS@OTTENJOHNSON.COM

VIA E-MAIL - DSHINNEMAN@TOSV.COM

Town of Snowmass Village Planning Commission
130 Kearns Road
Box 5010
Snowmass Village, CO 81615
Attn: Dave Shinneman, Community Development Director

Re: Application for a Major Planned Unit Development Amendment to the Aspen Skiing Company's Vehicle Maintenance Facility on Lot 44 of the Divide Subdivision – Public Comment

To Whom it May Concern:

This firm represents the Divide Homeowners Association (the “**Divide HOA**”). I am writing to submit public comment to the Town of Snowmass Village (“**Town**”) Planning Commission, for the Planning Commission’s December 18, 2024 meeting, at which it will be considering the application by the Aspen Skiing Company LLC (“**SkiCO**”) for a Major Planned Unit Development Amendment to the Aspen Skiing Company’s Vehicle Maintenance Facility on Lot 44 (“**Lot 44**”) of the Divide Subdivision (the “**Application**”). The Application seeks approval to develop an additional 30 housing units, along with parking spaces and storage on Lot 44 (the “**Project**”). Please include this letter in the materials provided to the Planning Commission and in the Town’s record for the Application.

The Application seeks drastic changes to the existing allowable uses for Lot 44, which would have impacts on residents in the Divide HOA. It will also impact the Divide HOA-owned property that is directly adjacent to Lot 44 on almost all sides. We understand that the Town’s evaluation of the Application is still in its early stages, and that the Application has already been significantly revised since it was initially filed. However, based on the information available thus far, the Divide HOA has the following significant concerns relating to the Application:

- Changes from Existing PUD. The Application proposes significant changes to the existing Divide PUD, which was carefully planned. The uses surrounding Lot 44 have remained static throughout that time period. The proposed Application seeks to fundamentally alter the cohesive uses contemplated by the PUD by inserting in its midst a fundamentally inconsistent and highly impactful use.
- Density/Maximum Buildout. Increasing the number of housing units on the site from 6 to 36 (and bedrooms from 8 currently, to 45 proposed) constitutes a drastic change from the existing PUD, shoehorning an essentially urban-scale development into one of the most remote parts of the Town on

a very physically constricted lot. This level of development does not appear to be authorized under the Comprehensive Plan and the existing build-out limitations. Additionally, the Comprehensive Plan designates Lot 44 as “Privately-Owned Recreation / Open Space Areas,” which are designated as being “suitable only for supplemental minor development that enhances these [resort] amenities, and should not be considered developable land.”

- Inadequate Parking Without Access to Transit. The Application proposes a significant reduction in the parking requirements specified in the Town of Snowmass Village Land Use Code (“LUC”). That is not appropriate given that Lot 44 is remote from transit, and the Application expressly states that “[t]ransit is not planned for this project.” A significant increase in pedestrian and/or bicycle traffic using Divide Road to get to the nearest transit stop, particularly in the winter, would create a significant safety hazard. There is also a concern that residents and guests would use the Ditch Trailhead or Divide HOA property as illegal overflow parking.
- Traffic. The addition of 40 bedrooms and at least that many residents will significantly add to the traffic on Divide Road, which is the only point of entrance for the Divide HOA residents. As you know, that road is steep, winding, and lacking any pedestrian or bicycle features.
- Slopes and Open Space Impacts. It appears that the Project would necessarily involve development in areas involving steep slopes, some of which may exceed 30%. For good reason, the LUC prohibits development on slopes greater than 30%. LUC Section 16A-4-50. Even if slopes are less than 30%, many of the slopes are significant, and the Project would likely have impacts on Divide Road and on the Divide HOA’s adjacent open space parcels. This level of development would also have an impact on the Ditch Trail, which is heavily used and an important amenity for the entire community.

Given that the purpose of the Application is to provide additional employee housing for SkiCo employees, it is important to emphasize that the Divide HOA recognizes that the provision of affordable employee housing is a critically important goal for the community. The Divide HOA strongly encourages the Town to pursue opportunities to support the development of additional affordable housing units at suitable locations within the Town. A number of such locations are identified in the Town’s 2021 Housing Master Plan. The Housing Master plan sets forth a rigorous analysis of potential sites, and at least an equivalent level of scrutiny is appropriate here given the departure from the established zoning.

To be clear, the Divide HOA has no objection to the currently permitted uses of the PUD, which were considered as part of the initial planning for this area. Those uses include limited housing on this lot. That limited housing is an *accessory* use to the *primary* use of Lot 44 as a vehicle maintenance facility. In contrast, the Application would completely change the primary use of the site.

As the initial list of issues outlined above demonstrates, the Application simply seeks to attempt to squeeze too many units into such a physically constrained and remote site. This will inevitably create problems that cannot be mitigated.

Town of Snowmass Village Planning Commission
December 12, 2024
Page 3

Given that the Application seeks a major amendment to the existing Divide PUD, it is required to go through the full PUD process. LUC Section 16A-5-390(1). Accordingly, the Divide HOA expects that the Town will closely scrutinize the Application for compliance with the requirements of the LUC and the Comprehensive Plan. The Divide HOA intends to be actively engaged in that process.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bill E. Kyriagis".

Bill E. Kyriagis
For the Firm

BEK/mf

cc: Brian McNellis (By Email Bmcnellis@tosv.com)
Brad Schacht (By Email brad@ottenjohnson.com)
Deidre Boineau (By email divide@sopris.net)

Date: December 18, 2024
From: John Nolan (189 Pinon Drive, Lot 4)
To: Planning Commission Members
Re: SkiCo Proposal for Major PUD Amendment

Dear Planning Commission Members,

My name is John Nolan. My home is at 189 Pinon Drive. I am writing to share my concerns about the above proposal and ask that you please consider these as you review this proposal.

My family has been visiting and/or living in the valley since 1954 when my parents came to Aspen on their honeymoon. For four generations, Snowmass Village has remained ground central for my entire broader family.

My lot sits just 25 yards from the subject project. My house sits just 75 yards away. While I understand the need for workforce housing in the valley and support reasonable solutions. This proposal, seeking more than a tenfold increase to the number of potential additional units (from 3 to 33 allowing 39 total potential units) seems excessive and inappropriate. Afterall, there are only 41 homes in the entire Divide Subdivision.

This proposal contradicts the long-range vision, core principles and strategic priorities of the community driven planning efforts established in the Comprehensive Plan and Master Housing Plan. Both plans emphasize focusing housing within designated areas (that were selected following a site suitability assessment for accessibility, infrastructure, and community integration) to preserve open space, enhance multimodal connectivity, and maintain the village's small-town charm. By situating such a large project in a remote location, far from the village center, the proposal undermines the priority elements of the strategic framework of concentrating growth in key nodes thereby challenging the Town's goal of reducing vehicular dependency and supporting a walkable, transit-accessible community setting a precedent of undesirable sprawl.

This project dramatically expands the town's footprint into a sensitive natural area with a large urban style apartment building that adversely impacts important community assets like the Ditch Trail, one of the valley's most popular and scenic family hiking trails (and arguably the town's most important gateway to the wilderness) and adversely alters the character and environment of the surrounding neighborhood.

Both plans emphasize the importance of "blending new developments seamlessly with the existing community character."

The Master Housing Plan states; "Housing should fit with the character and environment of the surrounding neighborhood."

The Comp plan specifically states “Low Density Residential Areas...are intended to remain as such...with minor or no adjustments made to existing densities and development standards”.

Respectfully, given the size and character, this proposal seems to follow the “anywhere and everywhere” approach to housing. I believe it also forecloses other potential solutions that better align all the parties’ interests.

The subject lot 44 is part of the Divide Subdivision. This subdivision was highly negotiated between the SkiCo, the town and the HOA (developer). The existing PUD regulations and lot configurations are an integral part of the subdivision upon which the Divide homeowners relied when investing in the purchase of their houses. This is the same with all the PUD subdivisions in town. To unilaterally change the Divide PUD regulations in such a significant way seems counter to the town’s established values, core principles, and long-range vision.

To abandon these established principles threatens to erode public trust in the Village’s commitment to its own comprehensive and housing plans and established PUD’s.

Speaking specifically, given my house’s adjacency and the significant potential increase in units coupled with the nature of the young single occupants, I’m especially concerned about noise because of how the prevailing “up valley” air movement carries noise uphill.

In closing, I want to emphasize the issue here is scale, location, and incompatibility of the proposed project with its surroundings which undermines the framework that has made Snowmass Village the vibrant, well-planned community it is today.

I want to also repeat, I am open to a measured, collaborative solution that aligns with the town’s long-range vision, guiding principles, existing regulations and respects the town’s natural assets, the surrounding neighborhood and its homeowners.

As stewards, I urge you to pursue a measured approach that balances the need for housing without sacrificing the integrity of the town’s long range strategic vision and established core principles that have served to make Snowmass truly special.

Should you or anyone have any questions you can reach me at jnolan@nolanpg.com.

Thank you,

John Nolan

Town of Snowmass Village
Planning Commission

Commissioners

The Snowmass Homeowners Association is proud of the fact that all of the residential PUDs subject to the Association's architectural authority were elegantly planned in a manner whereby all components harmonize with the natural surroundings and with each other.

While, the Association is supportive of the Town's employee housing initiatives, it is also deeply concerned over proposed amendments that will create an imbalance at the expense of the residential subdivisions that are the anchors of these PUDs, upon which Snowmass has gained a prestigious international reputation.

The Association is highly sensitive to and shares the concerns of The Divide home owners over the potential extremely disharmonious impacts from a proposed amendment that would add parking, increased density and traffic, and a change in character not contemplated when The Divide PUD was originally conceived and approved.

We understand that the proposed project will be used to mitigate employee generation caused by expansions previously approved in other parts of Snowmass, without contemporaneous thoughtful planning for the mitigation of those impacts. The proposed project does not mitigate those particular impacts in any real sense and, to the extent that it would result in some general employee housing impact mitigation, it would do so at the expense of the values articulated in the Comprehensive Plan and land use code of the Town.



Gene Burrus
President
Snowmass Homeowners Association
December 18, 2024

TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL

RESOLUTION NO. XX
SERIES OF 2025

**A RESOLUTION APPROVING A SKETCH PLAN – MAJOR AMENDMENT TO
A FINAL PLANNED UNIT DEVELOPMENT (PUD) APPLICATION FOR DIVIDE
LOT 44 (PARCEL C - PHASE II), WORKFORCE HOUSING DEVELOPMENT
AND AUTHORIZING THE APPLICANT TO PROCEED TO PRELIMINARY PLAN**

WHEREAS, the Aspen Skiing Company, (“Applicant”) submitted a Major Amendment to a Final PUD on September 11, 2024 as a requested modification to the land use approval on Lot 44 of the Divide Subdivision pursuant to Ordinance No. 16, Series of 1989 which allows for the development of a Snowcat Maintenance & Repair Facility combined with 3 Employee Housing Units as part of Phase II of the PUD approval; and

WHEREAS, said application wishes to eliminate the Maintenance Facility component of Phase II and instead construct a partially pre-fabricated residential development of 30 employee housing units comprising 27,186 square feet of new building space in lieu of the previously approved 14,000 square feet; and

WHEREAS, a joint meeting between the Town Council and the Planning Commission was held on October 21, 2024 to hear a description of the proposed project by the Applicant; and

WHEREAS, public meetings were held before the Planning Commission on December 18th, 2024, as well as January 8th and 22nd, 2025 to review the application at which time a recommendation of approval was forwarded to the Town Council; and

WHEREAS, a public hearing was held before the Town Council on February 3rd, 2025 to review the application and recommendation from Planning Commission.

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

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

- 1) The Applicant submitted the application for a Major Amendment to a final PUD in accordance with the provisions of the Municipal Code. The application provided the Minimum Contents required pursuant to Section

16A-5-390 and included written and graphic materials in sufficient detail to deem the application complete for review.

2) The Major Amendment identifies land uses proposed for the subject parcel which are generally consistent with the intent of the 2021 Workforce Housing Master Plan and the Town of Snowmass Village 2018 Comprehensive Plan (the "Comprehensive Plan").

3) To the extent necessary for and pertinent to a Sketch Plan level of evaluation and review, the application is also consistent with the provisions of Section 16A-5-300(c), General Restrictions, of the Development Code, subject to satisfying the applicable conditions contained within Section Three of this resolution.

4) To the extent necessary for and pertinent to a Sketch Plan level of evaluation and review, the application is also consistent with the provisions of Section 16A-5-310, Review Standards, of the Development Code, subject to satisfying the applicable conditions contained within Section Three of this resolution.

Section Two: Action. The Town Council accepts the Planning Commission recommendation of approval and hereby authorizes the applicant to submit a Preliminary PUD plan for the Divide Workforce Housing project subject to the conditions stated in Section Three below.

Section Three: Conditions. The approval granted in Section Two above shall be subject to satisfying the following conditions:

1. Divide Way shall be widened to no less than 24 feet (with a dedicated access easement) from the intersection with Divide Road, westwardly to the access area of the existing Vehicle Maintenance Facility on Lot 44 to ensure emergency access and adequate turnaround for the Fire District and maintenance vehicles.

2. A detailed landscape plan shall be submitted with any subsequent Preliminary Plan application to ensure screening of the proposed building (with appropriate and native plantings) as seen from Ditch Trail.

3. The residents of the proposed building shall not be eligible to obtain resident parking permits for the Town public parking lots pursuant to Section 8 Article II of the Municipal Code.

4. To support constrained parking and access to the site the applicant should consider alternative modes of travel. These may include bikeshare, carshare, employee shuttles, off-site vehicle storage, and any other transportation demand management measures that may be appropriate.

5. The reduction in Code parking standards is appropriate if substantial alternative modes of travel (mentioned in the previous condition) are implemented and no less than one space per unit is provided. This does not include handicap spaces. The applicant may explore other options which include less housing units and/or more parking spaces.

6. The applicant shall consider safe pedestrian and bicycle connections to Brush Creek Road and Carriage Way which may include a direct connection between Sleigh Ride and Ditch Trails for pedestrians and cyclists could be established and shall reasonably support its establishment.

7. The proposed development shall implement no less than 2 parking spaces equipped for electric vehicle charging, which may occur within the existing Vehicle Maintenance Facility area.

8. Retaining walls on the backside of the building (and construction thereof) shall be contained entirely within the subject property but shall offer as much distance as possible from building to offer the ample afternoon solar exposure for westerly facing residential units.

9. Any subsequent Preliminary Plan application shall include detailed traffic reports and analysis to provide information about the impacts of additional traffic and increased wear-and-tear on Divide Road.

10. The floorplan(s) of adjacent units shall be “mirrored” to ensure optimum noise and nuisance control amongst neighbors residing in the building (see Dunlop Consulting referral comments attached) or demonstrate alternative adequate noise control measures.

11. Any subsequent Preliminary Plan application shall include Civil Plans and analysis that address seasonal drainage from the subject parcel during and after construction. This shall include any potential impact on natural water resources including drainage ways and/or established wetland areas.

12. Any subsequent Preliminary Plan application shall include a Construction Management Plan that shall address (among other requirements) fugitive dust suppression during construction.

13. Any subsequent Preliminary Plan application shall explore the possibility of solar generation on the proposed building.

14. Any subsequent Preliminary Plan shall include a study that demonstrates visibility of the proposed building (and associated lighting – interior and exterior) as seen from the Snowmass Creek valley and the greater Divide subdivision. The applicant shall explore ways lessen the visual impact of the building and how make it better integrate with the site and surrounding natural environment.

15. The applicant shall explore the reduction in ceiling heights to reduce the overall height of the proposed building.

16. The applicant shall explore ways to minimize and screen rooftop mechanical and HVAC equipment and shall also explore the implementation of green roof(s) where possible.

17. The applicant shall explore increasing the overall amount of communal space(s) associated with the proposed building.

18. The applicant shall explore options to increase the separation of residential units from the Vehicle Maintenance operation area of the site.

19. The applicant shall continue to work with the Divide HOA and other concerned entities throughout the duration of the land use process.

20. The Preliminary Plan application shall be subject to the applicable provisions of the Municipal Code in effect at the time said application is determined to be complete and accepted for review.

INTRODUCED, READ, AND ADOPTED by the Town Council of the Town of Snowmass Village, Colorado on this 3rd day of February 2025, with a motion made by Council member _____ and a second by Council member _____, by a vote of ____ in favor and ____ opposed.

TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL

Alyssa Shenk, Mayor

ATTEST:

Megan Harris Boucher, Town Clerk

Exhibits:

A. Site Plan

B. Architectural Renderings

MEMORANDUM

To: Jonathan Tapper
Planning & Development Manager
Aspen Skiing Company

From: Steve Tuttle, PE, PTOE

Date: January 2, 2025

Project: The Divide at Snowmass

Subject: Transportation Impact Analysis Addendum

The Fox Tuttle Transportation Group has completed this addendum to The Divide at Snowmass Transportation Impact Analysis (Fox Tuttle Transportation Group, August 14, 2024) to compare the proposed land use plan, as analyzed in that study, with the previously approved Phase II site plan consistent with the Planned Unit Development Plan (PUD). The purpose of this memo is to compare what the site trip generation and potential transportation system impacts would have been if the approved plan was built vs. what is currently proposed.

The previous/approved land use plan included 14,000 total square feet (SF) to include 3 residential (employee housing) dwelling units, 7,600 SF of storage/restaurant receiving space, and 4,800 SF of ski patrol/office/multipurpose space. The current land use proposal, as analyzed in the Transportation Impact Analysis (TIA) included 30 employee housing dwelling units.

Trip generation analysis for the proposed use was performed using Town of Snowmass Village trip rates for “multifamily dwelling” and using Institute of Transportation Engineers (ITE) trip rates and equations for the “Multifamily Low-Rise” (#220), Small Office Building (ITE #712), and Warehousing (ITE #150) land use categories as these most accurately represent the potential site uses. For the residential uses, the Town rates provide a daily trip generation of 5.0 trips per dwelling unit. In order to estimate AM and PM peak hour trips for residential, ITE morning and evening peak hour trip rates were applied. For the Warehousing use, fitted equations were utilized given the relatively small size of the Warehousing use vs. an average Warehousing use as studied to develop the ITE rates, consistent with ITE methodology. Using these rates and equations, the estimated vehicular trip generation comparison was calculated for the project for the current/proposed use and previously approved PUD use:

Table 1 - Trip Generation Comparison

Proposed (Current) Land Use Plan:

Land Use	Size	Unit	Weekday Trips		Weekday AM Peak Hour Trips				Weekday PM Peak Hour Trips			
			Rate	Total	Rate	Total	In	Out	Rate	Total	In	Out
Multi-family dwelling unit	30	D.U.	5	150	0.40	12	3	9	0.51	15	9	6

Previously Approved (PUD) Land Use Plan:

Land Use	Size	Unit	Weekday Trips		Weekday AM Peak Hour Trips				Weekday PM Peak Hour Trips			
			Rate	Total	Rate	Total	In	Out	Rate	Total	In	Out
Multi-family dwelling unit	3	D.U.	5	15	0.40	1	0	1	0.51	2	1	1
Small Office Building (ITE #712)	4.8	T.S.F.	14.39	69	1.67	8	7	1	2.16	10	4	6
Warehousing (ITE #150)	7.6	T.S.F.	Used Fitted Equation	50	Used Fitted Equation	25	19	6	Used Fitted Equation	27	8	19
<i>Total Trips:</i>				134		34	26	8		39	13	26

Net Added Trips w/Proposed Land Use: +16 -22 -23 +1 -24 -3 -21

As shown on **Table 1** above, the proposed (current) land use plan represents a potential increase of 16 daily trips, reduction of 22 AM peak hour trips, and reduction of 24 PM peak hour trips vs. what was previously approved.

The peak hour Level of Service (LOS) and Highway Capacity Manual (HCM) capacity analysis performed for the TIA was reanalyzed using the previously approved (PUD) trip estimates to determine if there are any notable changes in projected intersection operations vs. the proposed (current) land use plan. The Synchro and SIDRA worksheets for this additional analysis are attached.

It was determined that with the additional peak hour trips of the previously approved land use, intersections would operate at the same overall (and acceptable) LOS grades for each intersection and approach, with negligible differences in peak hour delay values despite the higher peak hour volumes. This is due to sufficient capacity in the roadway and intersection network with either land use scenario. **Thus, it was determined that there are no significant differences between the two land use plans from a peak hour intersection operations standpoint and both would operate well within Town standards.**

I hope the contents of this memorandum are helpful. Please contact me if you have any questions or would like to discuss our analysis and findings in more detail.

/SGT

Attachments:

Synchro/SimTraffic LOS Worksheets

SIDRA Worksheets

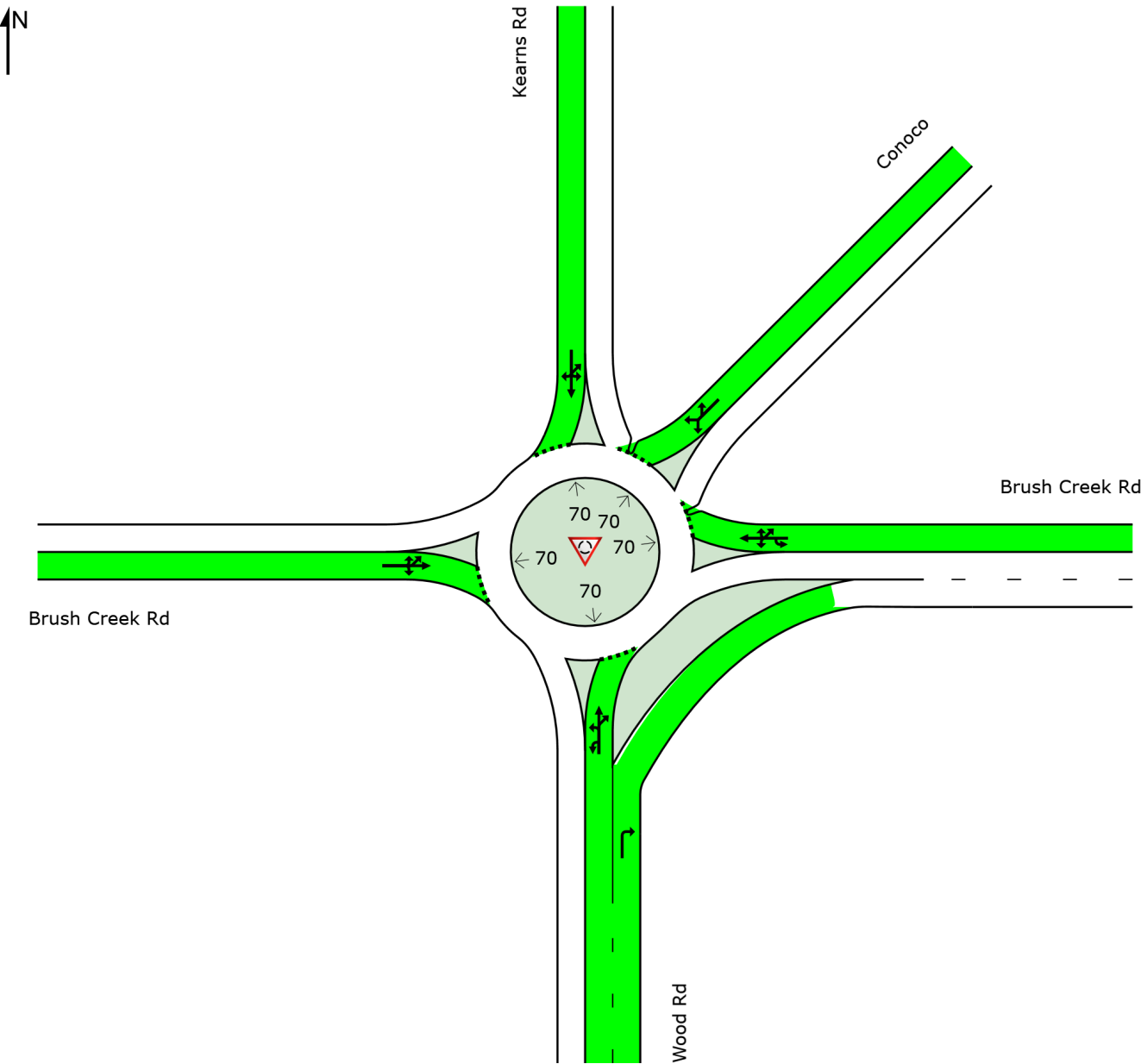
LEVEL OF SERVICE

Lane Level of Service

 Site: 01 [Brush Creek RAB - Existing+PUD Approved AM (Site Folder: General)]

Site Category: (None)
Roundabout

	Approaches					Intersection
	South	East	Northeast	North	West	
LOS	A	A	A	A	A	A



DELAY (CONTROL)

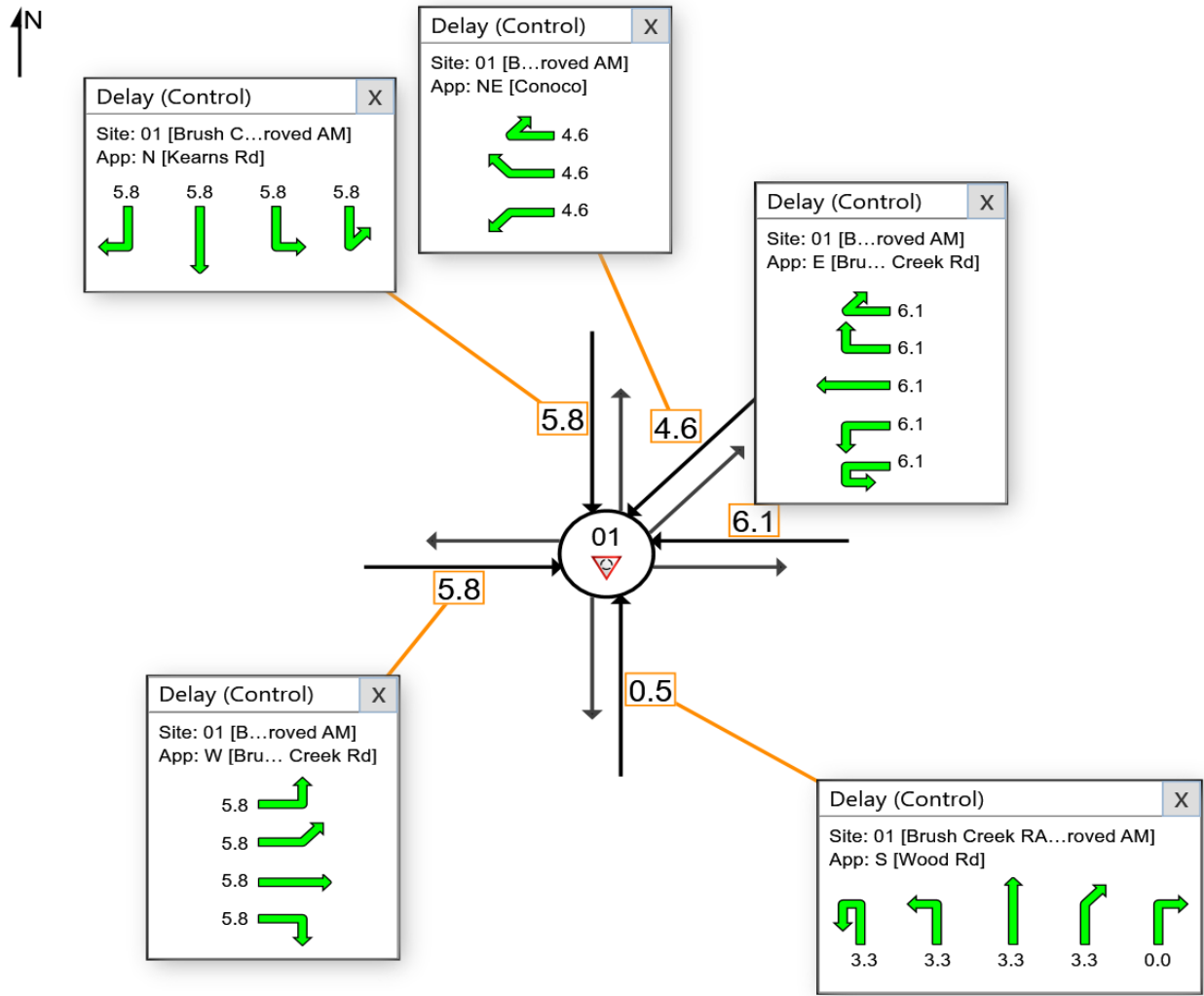
Average control delay per vehicle, or average pedestrian delay (seconds)

 Site: 01 [Brush Creek RAB - Existing+PUD Approved AM (Site Folder: General)]

Site Category: (None)
Roundabout

Use the button below to open or close all popup boxes. Click value labels to open selected ones.
Click and drag popup boxes to move to preferred positions.

Close All Popups



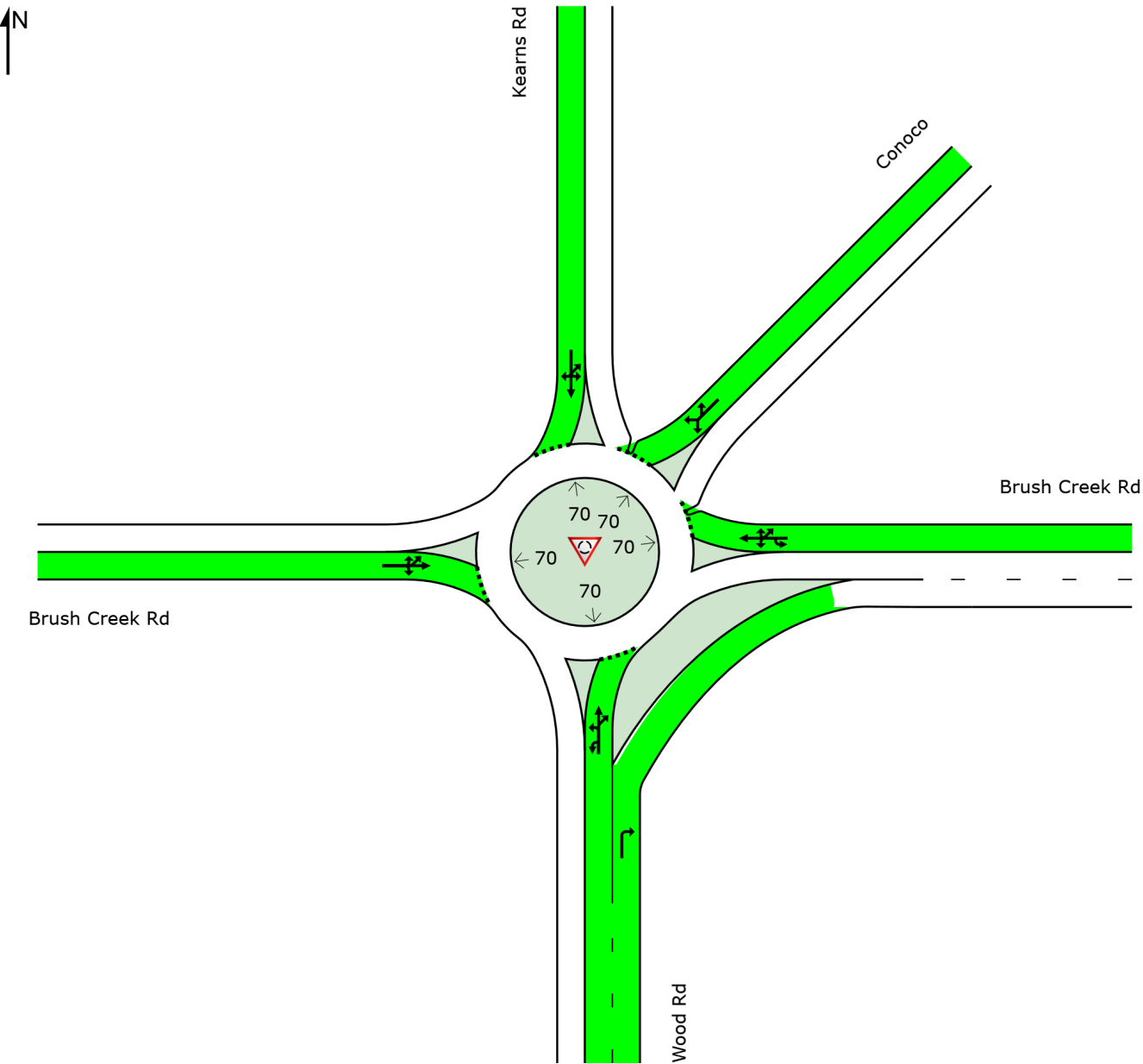
LEVEL OF SERVICE

Lane Level of Service

 Site: 01 [Brush Creek RAB - Existing+PUD Approved PM (Site Folder: General)]

Site Category: (None)
Roundabout

	Approaches					Intersection
	South	East	Northeast	North	West	
LOS	A	A	A	A	A	A



DELAY (CONTROL)

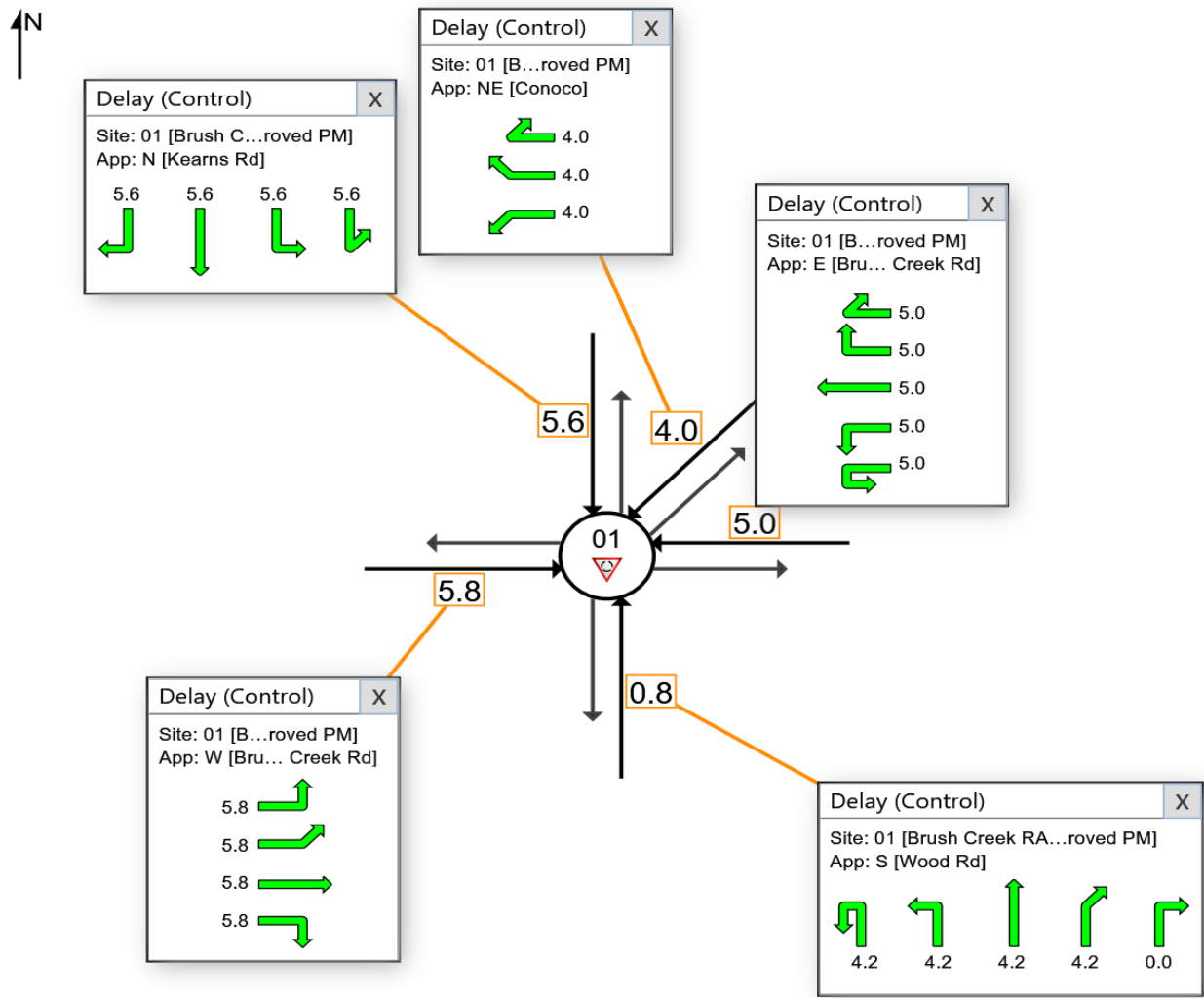
Average control delay per vehicle, or average pedestrian delay (seconds)

 Site: 01 [Brush Creek RAB - Existing+PUD Approved PM (Site Folder: General)]

Site Category: (None)
Roundabout

Use the button below to open or close all popup boxes. Click value labels to open selected ones.
Click and drag popup boxes to move to preferred positions.

Close All Popups



Intersection						
Int Delay, s/veh	2.2					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	32	6	4	50	72	64
Future Vol, veh/h	32	6	4	50	72	64
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	68	68	96	96	90	90
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	47	9	4	52	80	71

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	176	116	151	0	-	0
Stage 1	116	-	-	-	-	-
Stage 2	60	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	814	937	1430	-	-	-
Stage 1	909	-	-	-	-	-
Stage 2	962	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	811	937	1430	-	-	-
Mov Cap-2 Maneuver	811	-	-	-	-	-
Stage 1	907	-	-	-	-	-
Stage 2	962	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.66	0.56	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	133	-	829	-	-
HCM Lane V/C Ratio	0.003	-	0.067	-	-
HCM Control Delay (s/veh)	7.5	0	9.7	-	-
HCM Lane LOS	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Intersection						
Int Delay, s/veh	3.7					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	87	7	7	72	80	50
Future Vol, veh/h	87	7	7	72	80	50
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	74	74	64	64	94	94
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	118	9	11	113	85	53

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	246	112	138	0	-	0
Stage 1	112	-	-	-	-	-
Stage 2	134	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	742	941	1445	-	-	-
Stage 1	913	-	-	-	-	-
Stage 2	892	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	736	941	1445	-	-	-
Mov Cap-2 Maneuver	736	-	-	-	-	-
Stage 1	906	-	-	-	-	-
Stage 2	892	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v10.79		0.67	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	159	-	748	-	-
HCM Lane V/C Ratio	0.008	-	0.17	-	-
HCM Control Delay (s/veh)	7.5	0	10.8	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.6	-	-

3: Divide Dr/Driveway & Divide Way/Divide Rd Performance by movement

Movement	EBT	EBR	WBL	WBT	NBL	All
Denied Del/Veh (s)	0.1	0.1	0.1	0.1	0.1	0.1
Total Del/Veh (s)	4.2	2.7	0.0	0.0	7.5	2.3

3: Divide Dr/Driveway & Divide Way/Divide Rd Performance by movement

Movement	EBT	EBR	WBL	WBT	NBR	All
Denied Del/Veh (s)	0.1	0.6	0.1	0.1	0.1	0.1
Total Del/Veh (s)	4.8	4.0	0.0	0.2	1.6	2.1

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

February 3, 2025

AGENDA ITEM:

Contract with Community Office for Resource Efficiency (CORE) for Building Efficiency Work in Snowmass Village for 2025

PRESENTED BY:

Tara Stitzlein, CORE
Greg LeBlanc, Assistant Town Manager

BACKGROUND:

The Town of Snowmass Village recognizes that preserving our natural environment and confronting global climate change are fundamental to the ongoing success and enjoyment of our resort community. The Town Council continues to identify environmental stewardship as a key priority in their Strategic Goals.

In January 2008 a local citizens' group requested that the Town Council approve funding to develop an Environmental Sustainability Plan for Snowmass Village. More than 50 Snowmass Village and Roaring Fork Valley community members convened to participate in a series of public workshops focused on identifying and prioritizing community environmental issues, problem areas, and goals. In addition, performance objectives were discussed and potential action items were identified. Finally, a set of selection criteria was developed to help the community prioritize action items for implementation. On February 2, 2009, this Environmental Sustainability Plan was presented and adopted by the Town Council.

An updated plan was adopted in 2020, refining the areas of focus for the Town of Snowmass Village to the following topics:

1. Energy Conservation and Climate Protection
2. Affordable Housing and Community-Serving Commercial
3. Land Use and Open Space
4. Water
5. Resource Conservation, Recycling and Solid Waste
6. Green Building
7. Mobility and Transportation

8. Watershed Water Quality
9. Air Quality
10. Wildlife Habitat and Physical Environment

The 2020 update also included a new goal to strive for a 62.5% reduction in emissions by 2030 and a 100% reduction in emissions (achieving zero carbon) by 2050, over the 2017 baseline.

Since the adoption of this plan, the Town has engaged partners such as the International Council for Local Environmental Initiatives (ICLEI), CORE, Holy Cross, and Pitkin County to identify a path forward. EAB has been working to address a strategy to achieving the 2030 emissions targets, which included tactically address the High Impact Action Analysis (HIAA) provided by ICLEI:

- 1) Grid Decarbonization
- 2) High Level Vehicle Miles Traveled Reduction
- 3) On-road Electric Vehicles Adoption
- 4) Commercial Building Efficiency
- 5) Residential Building Efficiency
- 6) Commercial Building Electrification
- 7) Residential Building Electrification

Town staff or other partners addressing the first three HIAA areas, leaving the four built environment areas unaddressed. The Town then engaged the Community Office for Resource Efficiency (CORE) to provide services in the area and received a scope of work for 2025, attached.

The proposal from CORE includes energy advising, energy assessments, a grant & rebate program, and community engagement all as part of serving as the Town's *Building Performance Hub* in 2025. Town Council is asked to review the scope of work and provide direction for staff.

The Environmental Advisory Board (EAB) received a presentation from CORE regarding this proposed scope of work. Following the presentation, the EAB recommended this agreement be approved.

FINANCIAL IMPACT:

This contract engages CORE for \$300,000 in services in 2025. The budget for sustainability projects in 2025 is \$300,000.

COUNCIL OPTIONS:

Council can choose from the following actions:

- 1) Approve the funding request and direct staff to contract with CORE.

- 2) Reject the funding request and direct staff to pursue another opportunity.

STAFF RECOMMENDATION:

It is the recommendation of Staff and the Environmental Advisory Board that the Council, by motion;
approves the funding request and proposed scope of services from CORE.

ATTACHMENTS:

1. CORE Request for Funding 2025
2. Sample contract



CORE's Building Energy Efficiency and Electrification Programs in 2025 with Funding from Town of Snowmass Village

Budget

The table below details CORE's proposed use of 2025 funding from the Town of Snowmass Village.

Building Performance Hub Services in 2025	
Energy Advising	\$26,000
Energy Assessments	\$20,000
Grants and Rebates	\$200,000
Administrative Overhead	\$33,000
Community Engagement	\$21,000
Total BPH Services in 2025	\$300,000

Scope of Work Descriptions

Building Performance Hub Services in 2025

- **Energy Advising:** CORE's Energy Concierge service is designed to reflect that bespoke guidance is key to community members ultimately completing energy improvement projects. This includes understanding a participant's goals, determining if an energy assessment is needed and coordinating if so, choosing a project to pursue, soliciting and reviewing quotes from contractors, and identifying incentives available to complete the project. Customers of the Building Performance Hub can expect enhanced staff expertise and advising on topics like heat pump technology and fuel switching, improved coordination with local contractors, and custom solutions that optimize energy performance for a building's unique set of circumstances.
- **Energy Assessments:** Commercial Energy Assessments: Perform free Level I assessments and provide reports. Multifamily Building Energy Assessments: Perform free Level I assessments and provide reports. Individual Residential Energy Assessments: Provide subsidized subcontracted assessments and reports. All Buildings: Provide subsidized subcontracted assessments and reports for buildings that require higher level assessments.
- **Grants and Rebates:** Grants will be awarded to participants to incentivize large scale energy projects with large greenhouse gas savings. Rebates will be awarded to participants to incentivize completion of energy projects that reduce greenhouse gas



emissions. Community Priority Participants receive double rebates. They include individuals or organizations that fall in any of the following categories: workforce housing, education and childcare providers, the energy efficiency industry, first responders, nonprofits and their staff, military or veterans, or households under 150% of Area Median Income (AMI).

- **Administrative Overhead:** This funding allows CORE to operate as an effective organization.
- **Community Engagement:** CORE attracts new leads and re-engages past leads and past participants in order to intake those leads into CORE's energy advising services to ultimately convert the leads to completed projects.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature hereto (“Effective Date”), by and between the TOWN OF SNOWMASS VILLAGE, COLORADO, a Colorado home-rule municipality (the “Town”), and the COMMUNITY OFFICE FOR RESOURCE EFFICIENCY (“CORE”), a Colorado nonprofit corporation.

WHEREAS, the Town desires that Contractor perform Building Performance Hub Services in 2025, as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the proposal (and request for proposal) attached as **Exhibit A** (the “Services”); and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services. The Town agrees to retain Contractor to provide the Services set forth herein, and as further specified in **Exhibit A**, attached hereto and incorporated herein by reference and Contractor agrees to so serve. Contractor shall perform the Services pursuant to this Agreement only with respect to properties within the limits of the Town. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The Town reserves the right to omit any of the Services identified in **Exhibit A** upon written notice to Contractor and request additional, as-needed services consistent with the Services identified in **Exhibit A**. In the event of any conflict between this Agreement and **Exhibit A**, the provisions of this Agreement shall prevail.

2. Compensation. Subject to annual appropriation, the Town agrees to pay Contractor for the Services in accordance with the Schedule in **Exhibit A**. The Town shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. Term. Unless extended by written agreement of the parties, the Term of this Agreement shall be from the Effective Date until the Services are completed.

4. Outside Support Services and Sub-Contractor. Any sub-Contractors shall be pre-approved by the Town. A rate sheet for such sub-Contractors shall be provided to the Town.

5. Ownership of Instruments of Service. The Town acknowledges the Contractor’s work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the Town upon

completion of the Services and payment in full of all monies due to the Contractor. For construction projects, Contractor agrees to provide Town with final as-built drawings of the final installation and construction of the materials in an electronic format, as deemed acceptable by the Town. Contractor further agrees that payment may be withheld by the Town, and the project deemed incomplete, until such final as-built files are delivered and received by the Town.

6. The Town's Obligations/Confidentiality. The Town shall provide Contractor with reports and such other data/information as may be available to the Town and reasonably required by Contractor to perform hereunder and Contractor is entitled to rely on that information. No project information shall be disclosed by Contractor to third parties without prior written consent of the Town or pursuant to a lawful court order directing disclosure. All documents provided by the Town to Contractor shall be returned to the Town at termination of this Agreement. Contractor is authorized by the Town to retain copies of such data and materials at Contractor expense during the term of this Agreement.

7. Monitoring and Evaluation. The Town reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the Town's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the Town relating to such monitoring and evaluation.

8. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the Town. **Contractor is not entitled to workers' compensation benefits from the Town and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**

9. Insurance Requirements. Unless waived in writing by the Town, Contractor shall maintain the following insurance:

- a. Comprehensive General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence/ Two Million Dollars (\$2,000,000) aggregate. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.
- b. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor which are used in connection with the Project, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of said insurance shall not, however, limit the liability of Contractor hereunder.
- c. Terms of Insurance.

- (i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Contractor deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the Town. Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor shall carry a six (6)-month tail. Contractor shall not do or permit to be done anything that shall invalidate the policies.
 - (ii) The policies described herein shall be for the mutual and joint benefit and protection of Contractor and the Town. Such policies shall provide that the Town, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the Town may carry.
- d. Workers' Compensation and Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law. If under Colorado law Contractor is not required to carry workers' compensation insurance, Contractor shall provide the Town an executed Certificate of Exemption From Statutory Workers' Compensation Law and Acknowledgment of Risk/Hold Harmless Agreement, which shall be attached hereto as **Exhibit B** and incorporated herein by reference.
- e. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the Town certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the Town shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance.
- f. Subcontracts. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The Town shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Town reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the Town's opinion, such variations do not substantially affect the Town's interests.

10. Indemnification. Contractor hereby covenants and agrees to indemnify, save, hold harmless, and defend the Town, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other

tortious conduct of Contractor, its officers, employees, agents, or subcontractors in the performance or nonperformance of its obligations under this Agreement.

11. Termination.

a. Not for Cause.

- (i) The Town may terminate this Agreement without cause if it determines that such termination is in the Town's best interest. The Town shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least thirty (30) calendar days prior to the effective date of termination. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, if any, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the Town.
- (ii) Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall effect such termination by giving written notice of termination to the Town, specifying the effective date of termination, at least sixty (60) calendar days prior to the effective date of termination.

- b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within seven (7) calendar days of receipt of written notice and diligently complete the correction thereafter, the Town shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any breach of this Agreement, and the Town may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the Town from Contractor is determined.

12. Use of Software and other Intellectual Property. Contractor hereby represents and warrants that it has obtained all necessary rights and licenses to use any software or other intellectual property that may be required by Contractor to perform the Services. Contractor hereby agrees to indemnify, hold harmless and defend Town against any claim brought against Town for improper use or infringement upon any software or intellectual property interest.

13. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of Snowmass Municipal Code and Article X, Section 20 of the

Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

14. Events; Advertising. To the extent the Services include any events or advertising, Contractor shall comply with all policies of the Town related to sponsorship review, including but not limited to the following: the Town reserves the right to review and approve all potential event sponsors. Further, in order to preserve the desired image of Snowmass Village as an inclusive and exciting community and resort, particular scrutiny will be focused on sponsors, exhibitors, advertisers and vendors of tobacco products or tobacco paraphernalia; sex products or paraphernalia; cannabis, related products, paraphernalia and/or information. Snowmass Tourism reserves the right to, in Snowmass Tourism's sole discretion, refuse to permit any sponsor, exhibitor, advertiser or vendor to sponsor, exhibit, advertise, vend, or otherwise participate in such event.

15. Responsibilities. Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the Town from any claims or actions brought against Contractor by reason thereof.

16. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement. Contractor shall not be relieved of its obligations to perform the Service in accordance with this Agreement as a result of any course of dealing with the Town. Course of dealing, no matter how long, is not intended to be, and shall not be construed as, an amendment to this Agreement.

17. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Pitkin, State of Colorado.

18. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

19. Assignability. Contractor shall not assign this Agreement without the Town's prior written consent.

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

21. Survival Clause. The "Indemnification" provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

22. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

23. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

24. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the Town: Town Manager
 130 Kearns Road
 P.O. Box 5010
 Snowmass Village, CO 81615

With a copy to: Jeffrey J. Conklin
 Karp Neu Hanlon, P.C.
 201 14th Street, Suite 200
 P.O. Drawer 2030
 Glenwood Springs, CO 81602

If to Contractor: Community Office for Resource Efficiency
 129 Emma Road, Unit B
 Basalt, CO 81621

25. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

26. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

~ Signature Pages Follow ~

IN WITNESS WHEREOF, the parties have entered this Agreement as of the Effective Date.

TOWN OF SNOWMASS VILLAGE, COLORADO

By: _____

Title: _____

Date: _____

CONTRACTOR:

By: _____

Title: _____

Date: _____

EXHIBIT A SCOPE OF SERVICES



CORE's Building Energy Efficiency and Electrification Programs in 2025 with Funding from Town of Snowmass Village

Budget

The table below details CORE's proposed use of 2025 funding from the Town of Snowmass Village.

Building Performance Hub Services in 2025	
Energy Advising	\$26,000
Energy Assessments	\$20,000
Grants and Rebates	\$200,000
Administrative Overhead	\$33,000
Community Engagement	\$21,000
Total BPH Services in 2025	\$300,000

Scope of Work Descriptions

Building Performance Hub Services in 2025

- **Energy Advising:** CORE's Energy Concierge service is designed to reflect that bespoke guidance is key to community members ultimately completing energy improvement projects. This includes understanding a participant's goals, determining if an energy assessment is needed and coordinating if so, choosing a project to pursue, soliciting and reviewing quotes from contractors, and identifying incentives available to complete the project. Customers of the Building Performance Hub can expect enhanced staff expertise and advising on topics like heat pump technology and fuel switching, improved coordination with local contractors, and custom solutions that optimize energy performance for a building's unique set of circumstances.
- **Energy Assessments:** Commercial Energy Assessments: Perform free Level I assessments and provide reports. Multifamily Building Energy Assessments: Perform free Level I assessments and provide reports. Individual Residential Energy Assessments: Provide subsidized subcontracted assessments and reports. All Buildings: Provide subsidized subcontracted assessments and reports for buildings that require higher level assessments.
- **Grants and Rebates:** Grants will be awarded to participants to incentivize large scale energy projects with large greenhouse gas savings. Rebates will be awarded to participants to incentivize completion of energy projects that reduce greenhouse gas



emissions. Community Priority Participants receive double rebates. They include individuals or organizations that fall in any of the following categories: workforce housing, education and childcare providers, the energy efficiency industry, first responders, nonprofits and their staff, military or veterans, or households under 150% of Area Median Income (AMI).

- **Administrative Overhead:** This funding allows CORE to operate as an effective organization.
- **Community Engagement:** CORE attracts new leads and re-engages past leads and past participants in order to intake those leads into CORE's energy advising services to ultimately convert the leads to completed projects.

EXHIBIT B

CERTIFICATE OF EXEMPTION FROM STATUTORY WORKERS' COMPENSATION LAW AND ACKNOWLEDGEMENT OF RISK/HOLD HARMLESS AGREEMENT

The undersigned Contractor certifies to the Town of Snowmass Village ("Town") that it is exempt from the provisions of the Colorado Workers' Compensation Act.

If Contractor has any employees who will perform the Services or subsequently employs any person to perform the Services as set forth in this Agreement (other than subcontractors, who are not considered employees for the purposes of workers' compensation), it agrees to provide the Town with a Certificate of Insurance as required by the Agreement indicating proof of statutory workers' compensation coverage on such persons prior to their start of work for the Town.

Contractor acknowledges that it will be engaging in activities which exposes it to the risk of bodily injury, that it is physically capable of performing the activities, and that all necessary precautions to prevent injury to Contractor and others will be taken. Contractor shall not hold the Town liable for any injuries sustained, by it or others, which may arise out of or in the course of the work performed for or on behalf of the Town, and Contractor agrees to defend, indemnify, and hold harmless the Town from all such claims.

CONTRACTOR:

By: _____

Title: _____

EXHIBIT C

WAIVER OF INSURANCE

The Town has determined that the following insurance requirements of Paragraph 9 of this Agreement are not necessary for the Services subject to this Agreement and, by signing below, hereby waives the same:

- ☐ Comprehensive General Liability Insurance
- ☐ Comprehensive Automobile Liability Insurance

TOWN OF SNOWMASS VILLAGE, COLORADO

By: _____

Title: _____

Date: _____

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING: February 3, 2025

AGENDA ITEM: Update on the Destination Management Plan

PRESENTED BY: Julia Theisen, Tourism Director and Sarah Jane Johnson, Roadmap Consulting

BACKGROUND:

Snowmass Tourism has contracted with Roadmap consulting to produce a destination management plan. The process is currently in the plan development stage. This update will include an overview of the data that has been collected to date from surveys, interviews and community visioning sessions that will be used to inform and draft the plan. This is an opportunity for council to hear what we've learned so far before we present a draft plan.

FINANCIAL IMPACT: \$60k budgeted for DMP facilitation.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

- 1) Preserve, protect and retain locally owned and locally serving businesses. The DMP will address how we can support tourism businesses and ensure a high-quality visitor experience.
- 2) Increase community engagement to foster emotional connectivity. The DMP is a community wide process engaging residents and the community in the future of Snowmass. Community has been a central theme to the process.
- 3) Ensure public spaces and facilities meet our community's unique character. The DMP will address destination development such as the ice age discovery program, outdoor recreation and other amenities.

COUNCIL OPTIONS: N/A

STAFF RECOMMENDATION:

No action required at this time – update only.

ATTACHMENTS:



Snowmass Tourism

Destination Management Plan (DMP)

Research Findings & Recommendations



Monday, February 3, 2025



***“Destination Management Is About
Changing The Invitation”***

Agenda

- Snowmass Tourism DMP Project Overview
- Research Methodology
- “What We Heard, What We Learned” Summary of Findings
- Recommendations
- Q&A

“The DMP”

- A defined vision and mission for the work of the DMO within a framework of Goals, Strategy, Tactics
- New roles and purpose for Snowmass Tourism
- New ideas, actions, innovation
- Defined implementation plan, including resources and capacity
- “It will give the community and stakeholders confidence that tourism is being managed in their hometown”



Destination Management

The coordinated management of all the elements that make up a tourism destination to enhance its overall appeal, success, and long-term sustainability.



The Planning Timeline (8 Months)



Who Was Involved?



By Numbers

12

**Stakeholder
Meetings &
Presentations**

2

**Visioning and
Planning
Workshops**

200+

**Meeting &
Workshop
Community &
Industry
Attendees**

22

**One-on-One
Tourism Partner/
Stakeholder
Interviews**

228

**Resident &
Industry Partner
Survey
Responses**

Research Methodology

1. **Stakeholder Engagement.** This research section enabled the consulting team to engage and listen to tourism stakeholders and community residents.
 - Public meetings and Presentations,
 - Committees and Tourism Board
 - Tourism planning and visioning workshops,
 - One-on-one interviews with individuals and groups
 - Surveys of residents and tourism industry partners, TOSV department heads and tourism staff
2. **Destination Assessment**
 - utilized key reports, plans, presentation materials, research data, and tourism performance metrics.

The background image is a landscape photograph of a mountain valley, tinted in a solid blue color. In the foreground, there is a dense forest of evergreen trees. In the middle ground, a small town or village is visible, with several buildings and a road. The town is situated in a valley between forested hills. In the background, there are large, rugged mountains with some snow or light-colored patches on their slopes. The sky is a clear, deep blue.

Research Findings

The background of the slide is a blue-tinted photograph of a mountainous landscape. In the foreground, there is a dense forest of evergreen trees. In the middle ground, a town or village is visible, nestled in a valley. The town consists of several buildings, including what appears to be a larger, multi-story structure. In the background, there are several mountain peaks, some of which are covered in snow or have a lighter-colored top. The sky is a clear, deep blue.

Stakeholder Engagement

“What We Heard”

Research Findings: What We Heard (Resident Surveys)

Demographics: A majority of respondents are year-round residents (78.48%), with a significant portion also living in Snowmass Village (87.90%)

Tourism's Influence: 44.60% believe that tourism brings more job opportunities, and 48.92% agree that it positively impacts local businesses.

Visitation: Most respondents feel that the number of visitors is about right in the fall (55.86%) and winter (56.34%), but feel that summer (49.66%) and spring (35.86%) see too many visitors. 44.60% noticed more visitors this year than in previous years.

Economic and Social Impacts: A significant number of respondents (42.86%) agree that tourism is causing rising prices, making things less affordable for residents. Despite the challenges, 63.46% agree that tourism contributes positively to local public services and infrastructure.

Research Findings: What We Heard (Resident Surveys)

Tourism Management: There is some support for more major events in Snowmass, with 25.90% and 36% agreeing for winter and summer, respectively. Many believe that tourism has led to overcrowding of outdoor spaces (33.09%) and more regulations are needed for short-term rentals (31.43%).

Sustainability and Education: Snowmass Tourism is generally seen as not doing enough in educating visitors about responsible travel (35.25% neutral), but it is viewed positively in terms of sustainability (37.41% agree).

Resident Sentiment: While many residents acknowledge the economic benefits of tourism, they are also concerned about its negative effects, such as overcrowding, rising costs, and dependency on tourism for the local economy.

Research Findings: What We Heard (Industry Partner Surveys)

Business Types: The majority of respondents are involved in outdoor recreation (41.43%), accommodation (24.29%), and food/beverage (17.14%).

Location and Job Titles: Most businesses are located in Snowmass Village (92.86%). The majority of respondents hold management (50%) or employee (31.88%) positions.

Experience: Many have been working in Snowmass for over 5 years (57.14%) and have extensive tourism industry experience, with 29.41% having over 21 years in the field.

Public Transportation: 47.83% use public transportation for commuting, with 31.88% stating they would use it more if options were expanded.

Visitation and Revenue Trends: 39.06% reported an increase in visitation and 39.06% in revenue in 2024 compared to the previous year.

Research Findings: What We Heard (Industry Partner Surveys)

Concerns for the Future: Top concerns for the next year include retaining staff (72.31%), housing availability and costs (57.14%), and rising costs of supplies (47.69%).

Priorities for Development: Key priorities for the next 12 months are increasing demand and visitation (43.08%), promoting local businesses and activities (33.85%), and developing/enhancing visitor experiences (29.23%).

Tourism Outlook: Respondents generally have a positive outlook for their businesses in the coming year (52.46% agreed), though challenges in workforce development and resource availability are notable.

Event Preferences: There is strong support for more winter and summer events in Snowmass, with 38.98% agreeing for winter and 37.70% for summer.

Visitor Sources: Both in-state (tourism from local visitors) and out-of-state tourism are seen as critical to business success, with international tourism being particularly important for most (47.54%).

Research Findings: What We Heard (Interviews)

Key Themes

Community-Centric Approach: Emphasis on balancing marketing and destination management (DMP) to serve the community's needs.

Visitation Management: Spread out visitation to create consistency and alleviate pressure on businesses, especially during peak times.

Housing Issues: Housing affordability is identified as the most significant threat to Snowmass's community and workforce stability.

Employee Retention: Challenges in retaining employees, especially upper management, as business activity increases.

Shift in Visitor Behavior: Shorter visits and less skiing per visit are affecting tourism dynamics.

Event and Tourism Strategy: Focus on more value-based events and responsible tourism promotion.

Research Findings: What We Heard (Interviews)

Key Themes

Small Business Support: Ensuring local businesses, especially small ones, are supported while maintaining the character of Snowmass.

Transportation and Connectivity: Improving public transportation and connectivity across Snowmass, including collaboration with other organizations and more visibility for transit options.

Snowmass's Identity: Maintaining a unique identity, separate from Aspen, while also embracing its ranching roots and history.

Marketing and Communication: Need for better internal communication with locals, using platforms like social media and local campaigns.

Sustainability and Development: Ensuring growth is balanced, avoiding urbanization, and preserving Snowmass's authentic character.

Community Spaces and Interaction: Fostering spaces where locals and visitors can interact organically, strengthening community bonds.

Research Findings: What We Heard (Meetings)

Summary of Findings

Tourism Management: The goal is to create a healthy mix of marketing and management for Snowmass tourism. There is a need for consistent business support throughout the year, with a focus on spreading visitation to avoid overburdening the community during peak periods.

Housing Crisis: Housing affordability remains the largest challenge, with concerns about workforce retention as housing costs rise. Snowmass needs to secure more control over housing to prevent further destabilization of the community.

Visitation Trends: Visitor behavior has shifted, with shorter stays and less skiing per visit. There's a need to adjust marketing and event strategies to maintain occupancy and increase Average Daily Rate (ADR), particularly during the summer.

Support for Local Businesses: There's a strong desire to support small, local businesses while ensuring larger businesses do not overshadow them. A focus on slow growth and consistency in the summer is vital for industries like restaurants, which face challenges in managing inventory and staffing.

Marketing and Communication: There's frustration over the lack of clear communication to the local community about tourism and marketing efforts. A unified channel for local news and events is needed, along with better visibility for public transportation options.

Research Findings: What We Heard (Meetings)

Summary of Findings

Community Engagement: More events that encourage community interaction and offer diverse activities are favored. Local spaces where residents and visitors can organically interact are also a key desire.

Transportation and Accessibility: Improved transportation options, such as better shuttle access from down-valley areas and clearer signage for visitors, are critical to ensuring Snowmass remains accessible and connected.

Snowmass's Unique Identity: There's a desire to differentiate Snowmass from Aspen and preserve its historic and rustic charm. A careful balance between development and maintaining the village's authentic feel is key to future planning.

Sustainability and Growth: There is concern about urban creep and an over-reliance on tourism for economic stability. Plans for growth should focus on preserving Snowmass's identity while ensuring sustainability and responsible development.

Focus on Key Projects: The Snowmass Tourism organization is encouraged to focus on one significant "Keystone Project," even if it takes time to see success, and work on aligning resources, budgets, and internal collaboration effectively.

The background of the slide is a blue-tinted photograph of a mountainous landscape. In the foreground, there is a dense forest of evergreen trees. In the middle ground, a small town or village is visible, nestled in a valley. The town consists of several buildings, some of which appear to be multi-story structures. In the background, there are several mountain peaks, some of which are covered in snow or have a lighter-colored top. The sky is a solid blue color.

Destination Assessment *“What We Learned”*

Research Findings: **What We Learned**

Strengths

Unique Mountain Location and Scenic Beauty

Outdoor Recreation

Community and Cultural Focus

Accessible and Varied Lodging Options

Community Commitment to Sustainability

Positive Community Sentiment Around Tourism

Research Findings: What We Learned

Weaknesses

Lack of Destination Management Capacity and Expertise

Shoulder-Season Occupancy Challenges

Unified Tourism Strategy

High Housing Costs and Workforce Retention

Limited Visitor Experience Data

Marketing and Communication Gaps

Lack of Resources for Small Businesses

Stewardship of Recreation

Research Findings: **What We Learned**

Opportunities

Enhancing Shoulder-Season Appeal

Building a Stronger Stand-Alone Brand Identity

Workforce Housing Initiatives

Expanding Summer Tourism

Emphasizing Inclusivity and Accessibility

Community and Stakeholder Collaboration

Research Findings: **What We Learned**

Threats

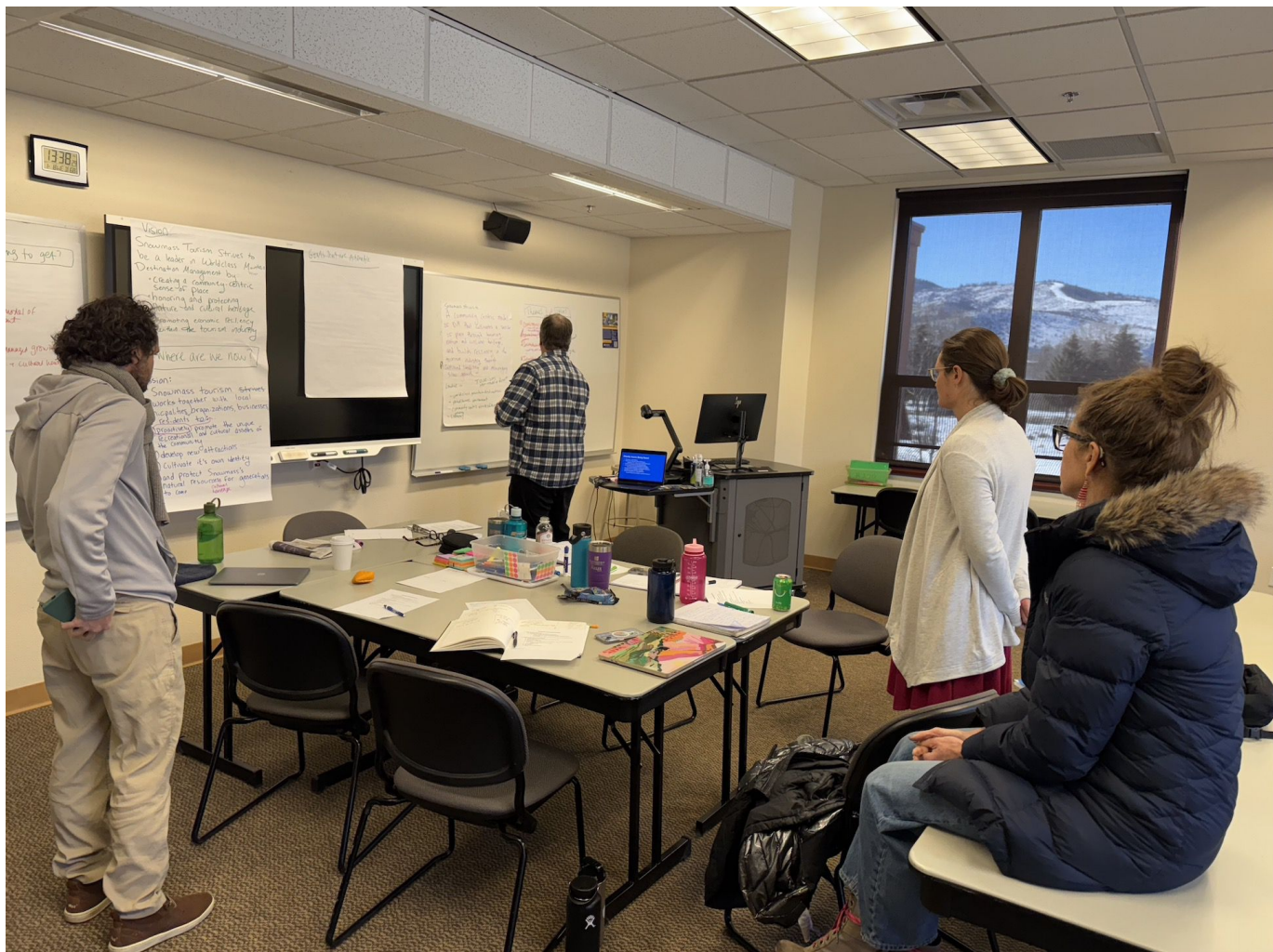
Climate Change and Environmental Uncertainty

Overcrowding and Over-reliance on Tourism

Increasing Competition from Other Resorts

Local Resistance to Tourism Growth

Transportation Limitations



The background image is a landscape photograph of a mountain valley, tinted in a solid blue color. In the foreground, there is a dense forest of evergreen trees. In the middle ground, a small town or village is visible, nestled in a valley. The town consists of several buildings, some of which appear to be multi-story structures. In the background, there are large, rugged mountains with some snow patches. The sky is a clear, deep blue.

Recommendations

Emerging Themes

**Seasonality of
Tourism**

**Community-Centric/
“Local”**

**Visitor
Experience/
Product**

Workforce Needs

**Outdoors
(Environment,
Nature, Recreation)
& Sustainability**

**DMO
Organizational
Evolution**

The Value of Tourism

Recommendations

1. Seasonality of Tourism
2. Community-Centric
3. Visitor Experience/Product
4. Workforce Needs
5. Environment (Outdoor Recreation, Nature) and Sustainability
6. Destination Management Organizational Evolution
7. Value of Tourism

What's Coming Next

- DMP is drafted and presented to Snowmass Tourism Staff and Board
- DMP is presented to Town Council
- Community presentation via Zoom. Feedback survey available.
- Tourism Talk industry partner presentation (in-person or Zoom. Date to be announced)
- Tourism Industry partners and community can give feedback via a survey
- Town Council to approve and adopt final DMP
- Final Plan delivered Spring, 2025

A person is walking away from the camera on a path through a forest. The entire image is covered with a semi-transparent blue overlay. The text "Closing Remarks" is centered in white. In the bottom right corner, the page number "177" is displayed in white inside a black box.

Closing Remarks



THANK YOU

RoadMap Consulting & A Fine Balance Coaching

310.854.2408 • sarahjane@roadmapconsult.com

970.329.9515 • afinebalance@gmail.com

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING: Monday, February 3, 2025

AGENDA ITEM: Continued Review of a Draft, Updated Outdoor Lighting Code

PRESENTED BY:

Sara Nester – Code Compliance Manager

Dave Shinneman – Community Development Director

Mike Metheny – Chief Building Official

BACKGROUND:

The Town Council requested that the Outdoor Lighting Code (Lighting Code) be updated and modernized to better reflect modern standards and better reflect the Town's goal to protect our natural environment.

In response, Town staff hired Clanton and Associates, Inc. to assist in updating our Lighting Code. The Lighting Code revisions are designed to enhance the Town's character and livability, prevent non-compliant outdoor lighting, reduce lighting conflicts between property owners, prevent the increase of sky glow, and preserve the naturally dark sky for the benefit of residents, visitors, wildlife, and the environment. The proposed revisions will use a lumen-based metric, in lieu of the previously utilized watt-based metric, to better accommodate and regulate advancements in lighting technology.

This fundamental change to the code will help not only make improvements to the visibility issues, this proposed code will also make enforcement much easier to apply in a uniform manner.

Based on the feedback that we received from Town Council at the September 10, 2024 meeting, we have made the following changes:

1. **Section 18-261:** Added additional language encouraging the reduction of unnecessary outdoor lighting during daytime hours.

2. **Nighttime Hours:** Modified the cutoff time for seasonal lighting:
 - 10:00 PM for residential properties.
 - 11:00 PM for commercial properties.
3. **Section 18-262:** Adjusted the end dates for seasonal lighting:
 - March 1 for residential properties.
 - April 15 for commercial properties.
4. **Section 18-265:** Updated the description for façade lighting to specify it includes lights mounted above grade on poles, trees, or other structures.
5. **New definition:** A new definition was added for “light level”.
6. **Lighting Zone Map:** Updates have been made to the lighting zone map.

FINANCIAL IMPACT:

There will be an ongoing financial commitment to implement and enforce the Lighting Code.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

One of the Strategic Initiatives for Snowmass Village is Preserve and protect open spaces and our environment to ensure that nature is and remains the dominant feature of the landscape.

COUNCIL OPTIONS:

To review and provide feedback on the draft Lighting Code.

STAFF RECOMMENDATION:

Provide feedback to staff on the proposed Lighting Code and direct staff to prepare a draft ordinance for further consideration

ATTACHMENTS:

1. Snowmass Village Outdoor Lighting Code_90% Draft
2. Snowmass Village Lighting Zone Map Draft
3. Existing lighting code

Town of Snowmass Village, CO
Municipal Code; Chapter 18, Article XIII – Outdoor Lighting
Draft: Nov 22, 2024 v0.10

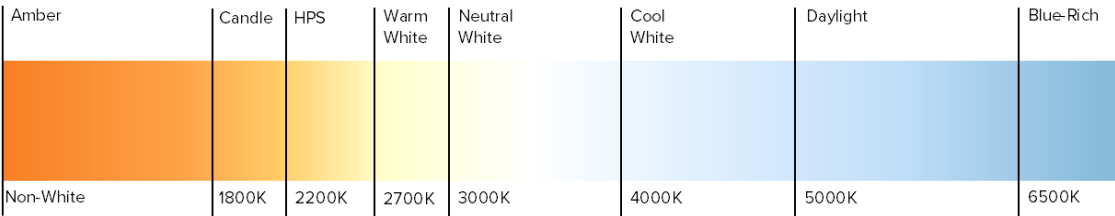
Sec. 18-261. – Purpose.

This article is intended to protect the health, safety, and welfare of residents within the Town of Snowmass Village, enhance the town’s character and livability, prevent noncompliant outdoor lighting, reduce lighting conflicts between property owners, prevent the increase of sky glow, and preserve the naturally dark sky for the benefit of residents, visitors, wildlife, and the environment. Per the *Five Principles for Responsible Outdoor Lighting*, the following goals outline our outdoor lighting requirements:

- (1) Reduce excessive amounts of outdoor lighting and high-angle sources of glare that both contribute to an unsafe reduction in nighttime visual performance;
- (2) Reduce the use of unnecessary outdoor lighting during daytime hours to lessen the consumption of non-renewable energy and fuels.
- (3) Use outdoor lighting only when it is needed to help mitigate wasted energy and unnecessary *Light Pollution* that negatively affect the natural night sky, migration, and nocturnal ecosystems;
- (4) The Town of Snowmass Village, which has the authority to protect natural resources and maintain a healthy environment for present and future generations, will assign the following *Lighting Zones* to all property within the Town of Snowmass Village per the following map:

Sec. 18-262. - Definitions.

- (1) **AFG:** Above Finished Grade
- (2) **ANSI/IES Outdoor Standards:** The American National Standards Institute (ANSI) recognizes the Illuminating Engineering Society (IES) as the authoritative standards for lighting applications. Applicable outdoor standards and metrics for this ordinance include:
 - a. RP-2: Outdoor Lighting for Retail (Illuminance)
 - b. RP-6: Outdoor Sport and Recreational (Illuminance)
 - c. RP-8: Roadway and Parking (Luminance and Illuminance respectively)
 - d. RP-43: Outdoor Pedestrian Applications (Illuminance)
- (3) **ALAN (Artificial Lighting at Night):** Light that is created from human technology, rather than a naturally occurring process. Sometimes referred to as electric or anthropogenic lighting.
- (4) **CCT (Correlated Color Temperature):** The measured color appearance of light emitted by a *Luminaire* described using a nominal value of Kelvin (K). Lower CCT (1800 - 2200K) appears very warm or amber. Medium CCT (2700K - 3000K) appears “warm white”, similar to standard incandescent bulbs. High CCT (4000K +) appears “cool white” or “blue”.

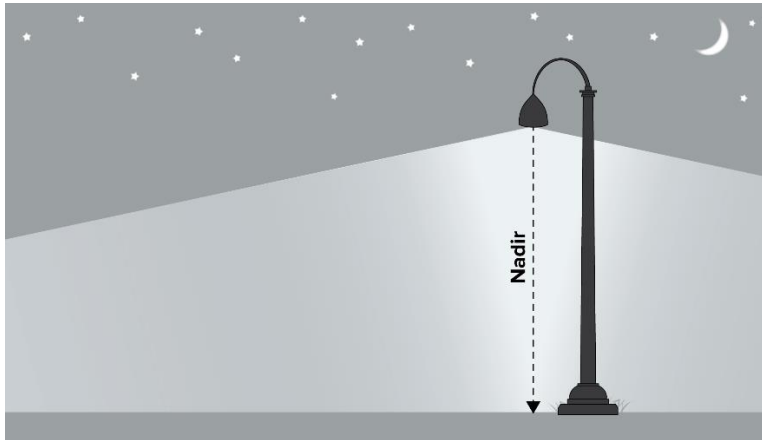


- (5) **Festoon String Lighting:** Decorative overhead lighting that consists of multiple electric lamps, evenly spaced, wired to a flexible cable, and strung between at least two mounting points.
- (6) **Five Principles for Responsible Outdoor Lighting:** Co-authored and published by DarkSky International and ANSI/IES, 1) Use light only if needed, 2) Distribute light only where needed, 3) Use light no brighter than needed, 4) Use light only when needed, 5) Use warmer color light when possible.
- (7) **Fully Shielded:** An installed *Luminaire* that produces no light rays above a simulated horizontal plane that passes through the lowest point where light is emitted. Examples include:



- (8) **Glare:** Light entering the eye directly from a luminaire or indirectly from reflective surfaces that cause visual discomfort or reduced visibility.
- (9) **Light Level:** The amount of maintained light that hits, or is reflected from, a surface as measured by *Luminance* or *Illuminance*.
- (10) **Light Pollution:** *ALAN* traveling into areas where it's not needed or wanted. This can be in the form of *Light Trespass*, glare, or atmospheric sky glow.
- (11) **Light Trespass:** *ALAN* illuminating past property lines and affecting other property owners or jurisdictions. Light trespass limits are measured at any location along a property line both horizontally on the ground plane facing upward and vertically at 5-feet above grade with the meter aimed toward the light source in question. Neither measurement shall exceed the established threshold.
- (12) **Lighting Zones:** An ANSI/IES/DarkSky system describing the luminous environment and related lighting conditions based on land uses and expected tasks. These include Lz0, Lz1, and Lz2.
- (13) **Lighting Zone Zero (0):** Open space areas characterized by predominantly dark areas such as rural, agricultural, and areas with limited built environment or adjacent to sensitive and protected lands.
- (14) **Lumen (lm):** A unit of measure for the quantity of light provided by a source.
- (15) **Luminaire:** A complete lighting unit, including the light source, housing, optics, and necessary electronics for the purpose of outdoor illumination.
- (16) **Lux (lx):** The unit of measure for illuminance.

- (17) **Nadir:** A downward vertical vector directly beneath the luminaire's light source, opposite to zenith.



- (18) **Nighttime Hours:** A time period for seasonal lighting restrictions. Observed in commercial zone districts between 11pm and 6am. Residential zone districts and all other areas will use 10pm until 6am. For businesses and events with operating hours later than 11pm, nighttime hours will begin one hour after closing.
- (19) **Residential Use:** Zoning districts dedicated exclusively to properties for low-density human residence and dwelling. Examples include single family, duplex, townhouse, and mobile home. This does not include apartment and mixed-use living.
- (20) **Seasonal Lighting:** A time period starting November 15 for temporary and decorative holiday-style lighting not intended for general illumination, including but not limited to string lighting, icicle lighting, and lighted inflatables. Observed in commercial zone districts until April 15. Residential zone districts and all other areas will end March 1.
- (21) **Security Lighting:** Illumination used specifically to protect people, property, and infrastructure from criminal threat.
- (22) **Shielding:** A *Luminaire* design, optical intervention, or physical accessory (such as a louver) preventing light emission from traveling into a particular area, angle, or region.

Sec. 18-263. – Applicability.

- (1) The outdoor lighting requirements of this article shall be applicable to all outdoor *Luminaires* installed within the Town of Snowmass Village after [effective date 1].
- (2) Existing outdoor *Luminaires* not meeting the requirements of this article and lawfully installed prior to [effective date 1] shall be considered legal and repairable but non-conforming. Automatic trigger events causing compliance to this article are as follows:
- Light Trespass* and *Nighttime Hour* requirements will go into effect [effective date 2]; or
 - If the town manager, or designee, determines that a *Luminaire* constitutes a hazard to public safety, compliance can be mandated; or
 - All remaining installations of non-conforming *Luminaires* can be used and maintained until they are replaced.

Sec. 18-264. – Exemptions.

- (1) **Lawful:** Lighting requirements mandated by a legal jurisdiction with broader authority (e.g., federal, state, or territorial) than the Town of Snowmass Village.

- (2) **Safety:** *Luminaires* installed for the benefit of public health, safety and welfare, including but not limited to:
 - a. Any contradictory building code or Department of Transportation illumination requirements.
 - b. Occupational Safety and Health Administration (OSHA) mandated lighting for worker safety.
 - c. Temporary lighting used for worker safety during construction, repair, or similar activity.
 - d. Temporary lighting used by authorized first responders during emergency procedures.
- (3) **Permitted:** Temporary and semi-permanent lighting approved by the town manager, or designee, for special events, festivals, or community benefit.

Sec. 18-265. – Prohibitions.

Unless otherwise specified in this article, the following are prohibited in the Town of Snowmass Village:

- (1) Use of unshielded outdoor lighting within Lz0.
- (2) Lighting (including neon and fluorescent) used to outline a structure.
- (3) Facade lighting that is mounted above grade onto poles, trees, or other structures.
- (4) *ALAN* that interferes with the safe movement of motor vehicles, disables the vision of a motor vehicle operator, contributes to traffic control confusion (e.g., sources resembling or imitating traffic control lighting, railroad signals, blinking, flashing, moving, and revolving), or that hides or interferes with the effectiveness of any official traffic control devices.
- (5) Beacons and searchlights are prohibited, except for emergency use by authorized first responders.

Sec. 18-266. – Building Permit Procedure.

Outdoor lighting plans shall meet the following requirements for residential, commercial, or multi-family building permits, subdivision, planned unit development, illuminated signage, and development within environmentally sensitive area:

- (1) **Lighting Plans:** Acceptable means for outdoor lighting plans are as follows:
 - a. “Lighting Schedule”: For residential permits when specifically requested by the Town Manager, or designee. This lighting plan shall be documented using a spreadsheet format by listing the *Luminaire* identifications (i.e., manufacturer, model number, type), *Luminaire* quantities, installation locations, and *Lumen* outputs for each.
 - b. “Performance Method”: For commercial, multi-family, mixed use, sports lighting or when specifically requested by the Town Manager, or designee. Outdoor lighting plans shall be prepared and analyzed by a certified or licensed professional using industry standard lighting software and include:
 - i) *Luminaire* identification (model number), installation locations, mounting heights, targeted directions, buildings, and other physical objects within the site.
 - ii) Site plan and illuminance calculation plots demonstrating conformance with this ordinance including the sports lighting luminous intensity light trespass limit.
 - iii) Other information deemed necessary by the Building Official to document compliance with the requirements of this article.
- (2) **Review:** Applications and lighting plans will be submitted as follows:

- a. Subdivisions, planned unit developments, developments within environmentally sensitive areas or special review applications shall be submitted and reviewed with the applicable Land Use review process as defined in the Land Use and Development Code. The Building Official may review plans upon Land Use Approval for code compliance.
- b. Building permits for a commercial or residential structure shall be reviewed by the Building Official.
- c. Any appeals related to decisions regarding outdoor lighting shall be made to the Town Manager, or designee.

Sec. 18-267. – Temporary Waiver Request.

Any person may submit a written request to the Building Official for a temporary waiver request. The Building Official, or designee, shall have the authority to refer an application to the Planning Commission if deemed appropriate. If the temporary exemption request is approved, the waiver shall be valid for the dates designated by the town. Temporary waiver requests shall include:

- (1) Specific justification/purpose of the waiver request;
- (2) Description of *Luminaires* involved;
- (3) Duration and time period requested for waiver;
- (4) Proposed location on property;
- (5) Previous exemptions if applicable;
- (6) Other information deemed necessary by the town manager, or designee.

Sec. 18-268. - Enforcement and Penalty.

- (1) **Enforcement:** The Town Manager, or designee, is responsible to implement, administer, and enforce the provisions of this article, including alleged violation investigations.
 - a. The Town Manager, or designee, charged with enforcing this chapter shall have the authority to grant partial or complete waiver of the article requirements if a property owner demonstrates that compliance creates unreasonable hardship, as balanced against the potential impacts of non-compliance, or results in conditions that are materially detrimental to health, safety or welfare.
- (2) **Penalty:** Any person, firm, or corporation found to have violated, disobeyed, omitted, neglected, or refused to comply with any provisions of this article shall be found in violation. Existing violations issued prior to [effective date 1] will remain. The punishment shall be in accordance with the provisions of Section 1-72 of this Municipal Code.

Sec. 18-269. – General Outdoor Lighting Requirements.

Unless otherwise specified in this article, the following requirements apply to all *Luminaires* and *Luminaire* installations in the Town of Snowmass Village:

- (1) **Legal:** All outdoor *Luminaires* and *Luminaire* installations shall comply with federal, state, and province law, county or municipal codes, applicable energy and building codes, product safety labeling, the requirements of this ordinance, and be subject to the appropriate permit and inspection requirements thereof

- (2) **Light Quantity:** Unless otherwise specified in this article, lighting installed for an outdoor use shall not exceed 25% more than the *Light Level* recommended by *ANSI/IES Outdoor Lighting Standards*, or a state approved alternate, as published by [enactment date].
- (3) **Light Distribution:** Unless otherwise specified, all *Luminaires* shall be *Fully Shielded*, downward directed with non-adjustable mounting, and emit no more than 5% of their *Lumen* output above 80-degrees from *Nadir*. Exceptions are:
 - a. Festoon string lighting in commercial zone districts when no individual lamp emits more than 50 lumens, and the lumen density of the string is no greater than 25 lumens per foot.
- (4) **Trespass:** Unless otherwise specified, *Luminaire* lamp sources shall be located and optically shielded such that the lamp source(s) shall be minimally visible from adjacent property or public right-of-way during *Nighttime Hours*.
- (5) **Light Curfew:** During *Nighttime Hours*, non-essential outdoor lighting, including but not limited to sports field, landscape and decorative lighting elements, shall extinguish.
- (6) **Light Controls:** *Luminaires* activated by motion detection shall activate by motion within the same property on which they are installed. All motion activated lights that automatically turn on or brighten shall return to their off or dimmed state no more than [5] minutes after activity is no longer detected.
- (7) **Light Color:** Unless otherwise specified in this ordinance, the Correlated Color Temperature (CCT) for outdoor *Luminaires* shall not exceed a maximum of 3000K.

Sec. 18-270. – Residential Lighting Requirements

The following requirements are supplementary to the General Requirements and shall further regulate *Residential Use* properties:

- (1) Unshielded light sources shall not exceed 850 lumens per *Luminaire* with a maximum of two (2) *Luminaires* per dwelling.
- (2) The total outdoor lumen allowance for *Residential Use* structures is 2.5 lumens per square foot (2.5 lm/sf). This is calculated on the approved above grade floor area of the structure and includes all building mounted and site lighting.
- (3) *Luminaires* shall not be pole mounted taller than 42 inches AFG.

Sec. 18-271. – Public Lighting Requirements

The following requirements are supplementary to the General Requirements and shall further regulate public uses including mixed use and multi-family applications (e.g., condominiums, apartments):

- (1) Properties not exceeding 3,000 lumens for any individually installed *Luminaire* shall be exempt from the 18-269(2) requirement.
- (2) Outdoor charging stations shall target an average illuminance of 20 *Lux* within a 10-foot radius of the charging station and not exceed a maximum measurement of 40 *Lux*.
- (3) *Luminaires* used to illuminate parking lots and vehicle circulation areas shall not exceed a height of 20-feet AFG. The resulting illuminance shall provide a minimum of 2 *Lux* and not exceed 40 *Lux* horizontally at finished grade.
- (4) *Light Trespass* leaving non-*Residential Use* property shall be no greater than (3) *Lux* when measured 20-feet past the property line, into the public right-of-way.

Sec. 18-272. – Roadway Lighting Requirements.

Roadway *Luminaires* and lighting plans shall be approved jointly by the Community Development and Public Works Departments.

Sec. 18-273. – Sport and Recreation Lighting Requirements

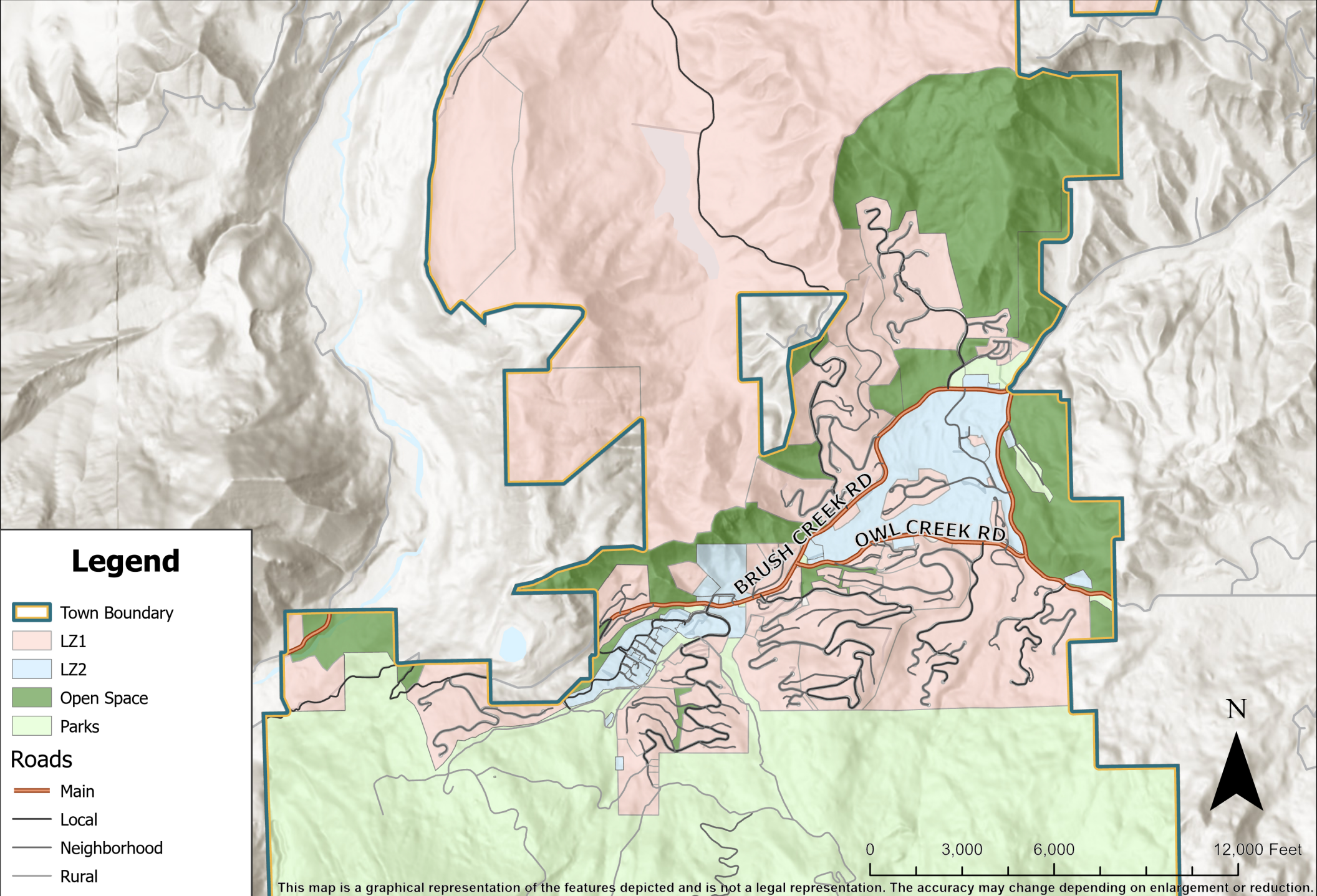
The following requirements are supplementary to the General Requirements and shall further regulate sport and recreation lighting:

- (1) The maximum *CCT* for outdoor sports lighting should be the lowest possible for the sport, class of play, and viewing audience as defined by *ANSI/IES RP-6*, or any state approved alternative, never exceeding 5700K.

Sec. 18-274. – Seasonal Lighting Requirements.

Temporary *Seasonal* lighting is allowed from November 15 to April 15 provided it meets all of the following:

- (1) *Seasonal* lighting shall not interfere with the safe movement of motor vehicles or create dangerous glare conditions on adjacent roadways or properties.
- (2) *Seasonal* lighting shall be maintained in an attractive condition and not constitute a dangerous situation or fire hazard.
- (3) *Seasonal* lighting shall be extinguished during *Nighttime Hours*.



Legend

- Town Boundary
- LZ1
- LZ2
- Open Space
- Parks

Roads

- Main
- Local
- Neighborhood
- Rural

This map is a graphical representation of the features depicted and is not a legal representation. The accuracy may change depending on enlargement or reduction.

ARTICLE XIII Outdoor Lighting

Sec. 18-261. Applicability.

The lighting standards of this Article shall be applicable to all outdoor lighting within the Town. Existing outdoor lighting shall be considered "legal nonconforming" lighting for eighteen (18) months from the adoption date of the ordinance codified herein. Lighting that falls into this category and has not been brought into conformance with this Article after eighteen (18) months shall be considered a violation of the ordinance codified herein, and such lighting shall be retrofitted to comply, replaced with a compliant fixture or removed, upon investigation and findings of the Building Official.

Sec. 18-262. Definitions.

As used in this Article, the following words shall be construed to have the meanings defined below:

Fixture height means the height of the fixture shall be the vertical distance from the ground directly below the centerline of the fixture to the lowest direct light-emitting part of the fixture.

Foot-candles means a unit of illumination of a surface that is equal to one (1) lumen per square foot. For the purposes of these regulations, foot-candles shall be measured at a height of three (3) feet above finished grade.

Fully shielded light means light fixtures shielded or constructed so that no light rays are directly emitted by the installed fixture at angles above the horizontal plane as certified by a photometric test report. The fixture must also be properly installed to effectively down direct light in order to conform to the definition.

High intensity discharge light source (HID) means light sources characterized by an arc tube or discharge capsule that produces light, with typical sources being metal halide, high pressure sodium and other similar types which are developed in accordance with accepted industry standards.

Offsite light emission means the shining of light produced by a light fixture beyond the boundaries of the property on which it is located.

Point light source means the exact place from which illumination is produced, as in a light bulb filament or discharge capsule.

Sec. 18-263. Lighting plans.

An outdoor lighting plan shall be submitted in conjunction with applications for subdivision, planned unit development, development within any environmentally sensitive area, special review application and building permit applications for residential, commercial or multi-family buildings. Such lighting plans shall be subject to establishment and approval through the applicable review processes. Said lighting plan shall show the following:

- (1) The location and height of above-grade light fixtures;
- (2) The type (incandescent, halogen, fluorescent, etc.) and luminous intensity of each light source;
- (3) The type of fixture (floodlight, full-cutoff, lantern, recessed, coach light, bollard, pole, etc.);
- (4) Estimates for site illumination resulting from the lighting, measured in foot-candles, including minimum, maximum and average illumination;

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- (5) Other information deemed necessary by the Building Official to document compliance with the provisions of this Article.

Sec. 18-264. Commercial and multi-family lighting standards.

The following lighting standards shall be applicable to all nonresidential properties, including mixed uses such as condominiums and apartments:

- (1) Outdoor lighting used to illuminate parking spaces, exterior dining areas, driveways, maneuvering areas or buildings shall conform to the definition for "fully shielded light fixtures" and be designed, arranged and screened so that the point of light source is not visible from adjoining lots or streets. No portion of the bulb or lamp may be visible beyond a distance equal to or greater than twice the mounting height of the fixture. The light level shall not exceed fifteen (15) foot-candles as measured three (3) feet above finished grade. Exemptions may be requested for areas with high commercial, pedestrian or vehicular activity up to a maximum of twenty-five (25) foot-candles. Exemptions or consideration may be made for lighting when located on slopes greater than thirty percent (30%) in order to achieve compliance with this Section.
- (2) Outdoor lighting shall be twelve (12) feet or less in height unless it meets one (1) or more of the following criteria:
 - a. Fully shielded with a nonadjustable mounting;
 - b. Lighting for parking and vehicle circulation areas in which case heights up to a maximum of twenty (20) feet may be allowed;
 - c. Building-mounted lighting directed back at a sign or building façade;
 - d. Lighting on above-grade decks or balconies, which shall be fully shielded.
- (3) All light sources, which are not fully shielded, shall use other than a clear lens material as the primary lens material to enclose the light bulb to minimize glare from that point light source. Exceptions may be allowed where there is a demonstrated benefit for the community determined through the exemption process listed in this Section.
- (4) High intensity discharge (HID) light sources are allowed with a maximum wattage of one hundred seventy-five (175) for high-pressure sodium and one hundred seventy-five (175) for metal halide. Standards for other HID light sources may be established by the Town for new technology consistent with the above restrictions. Compact fluorescent lamps shall not exceed nine (9) watts.
- (5) Pole-mounted fixture spacing for security and parking lot light fixtures shall be no less than seventy-five (75) feet. Fully shielded decorative fixtures are allowed to maintain fifty-foot fixture spacing. Wall-mounted fixture spacing for security lighting shall be no less than fifty (50) feet measured horizontally. Decorative fixtures directed back toward a building face shall be exempt from this spacing requirement when fully shielded and shall not exceed one hundred (100) watts. Decorative fixtures that are not fully shielded shall maintain a minimum spacing of twenty-five (25) feet and shall not exceed one hundred (100) watts. Where security lighting is a combination of pole- and wall-mounted fixtures, minimum spacing shall be seventy-five (75) feet.
- (6) Pole-mounted fixtures shall be limited to two (2) light sources per pole.
- (7) Mixed use areas that include residential occupancies shall comply with the residential standards on those floors or areas that are more than fifty percent (50%) residential based on square footage of uses.

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- (8) Uplighting is only permitted if the light distribution from the fixture is effectively contained by an overhanging architectural or landscaping element. Such elements may include awnings, dense shrubs or year-round tree canopies which can functionally contain or limit illumination of the sky. In these cases, the fixture spacing is limited to one (1) fixture per one hundred fifty (150) square feet of area and total lamp wattage within a fixture of thirty-five (35) watts.
 - (9) Uplighting of flags is permitted with a limit of two (2) fixtures per flagpole with a maximum of one hundred fifty (150) watts each. The fixtures must be shielded such that the point source is not visible outside of a fifteen-foot radius.
 - (10) Outdoor vending, such as gas stations, require approval for lighting. Lighting shall not exceed a maximum of twenty (20) foot-candles under the canopy.

Sec. 18-265. Sign lighting.

In addition to the provisions of Section 18-264, the following provisions shall further regulate lighting of signs:

- (1) Sign illumination shall not exceed seventy (75) foot-candles as measured at the brightest point on the sign face.
- (2) Only lighting that conforms with the Residential Lighting Standards shall illuminate signs in residential neighborhoods and zone districts.
- (3) Illuminated signs, equal to or larger than twenty (20) square feet in size shall be turned off no later than 11:00 p.m. or one-half (½) hour after the use to which it is appurtenant is closed, whichever is later.

Sec. 18-266. Residential single-family lighting standards.

The following lighting standards shall be applicable to residential properties, including single-family dwellings, duplexes and townhomes.

- (1) Outdoor lighting shall be twelve (12) feet or less in height unless it meets one (1) or more of the following criteria:
 - a. Fully shielded with a nonadjustable mounting;
 - b. Lighting for parking and vehicle circulation areas in which case heights up to a maximum of twenty (20) feet may be allowed;
 - c. Building-mounted lighting directed back at a sign or building façade;
 - d. Lighting on above-grade decks or balconies, which shall be fully shielded.
- (2) No exterior light source shall exceed a rating of sixty (60) watts. Outdoor lighting with HID light sources in excess of fifty (50) watts shall be prohibited. In addition, incandescent light sources including halogen shall not exceed sixty (60) watts. Compact fluorescent lamps shall not exceed nine (9) watts.
- (3) All clear-lensed light point sources shall be shielded. All light sources that are not fully shielded shall use other than a clear lens material as the primary lens material to enclose the light bulb to minimize glare from a point source.
- (4) Landscape lighting is limited to thirty-five (35) watts per fixture per one hundred fifty (150) square feet of landscaped area. Uplighting is prohibited as a landscaping element.
- (5) Security lights shall be restricted as follows:

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- a. The point light source shall not be visible from adjoining lots or streets.
 - b. Floodlights must be controlled by a switch or preferably a motion sensor activated only by motion within the owner's property.
 - c. Timer- or photocell-controlled floodlights shall be prohibited.
 - d. Photocell lights shall be allowed under the following circumstances:
 - 1. At primary points of entrance or in critical common areas and multi-family properties;
 - 2. Where the light sources are fully shielded by opaque material;
 - 3. The light source is fluorescent or compact fluorescent to eliminate excess consumption of electricity.
 - e. Lights must be fully shielded, down-directed and screened from adjacent properties in a manner that limits light trespass to 0.1 foot-candle as measured at the property line.
 - f. Light intensity shall not exceed ten (10) foot-candles measured three (3) feet above grade.
 - g. No light fixture shall be greater than twelve (12) feet in height, except pole- or building-mounted, fully shielded and downward-directed lights using a light source of not more than fifty (50) watts.
- (6) Motion sensor lights may be permitted, but only where the sensor is triggered by motion within the owner's property lines.
- (7) Offsite light emission at property lines shall not exceed one-tenth (0.1) foot-candle as measured at the brightest point.

Sec. 18-267. Street lighting standards.

All new lighting illuminating public right-of-ways and easements or private streets shall conform to the following standards: streetlight fixtures shall be approved jointly by the Planning and Public Works Departments and shall comply with the guidelines of the ordinance codified herein.

Sec. 18-268. Exemptions.

The following types of lighting installations shall be exempt from the provisions, requirements and review standards of this Section, including those requirements pertaining to land use review:

- (1) Holiday lighting. Winter holiday lighting which is temporary in nature and which is illuminated only during ski season shall be exempt from the provisions of this Section, provided that such lighting does not create dangerous glare conditions on adjacent streets or properties, is maintained in an attractive condition and does not constitute a dangerous situation or fire hazard.
 - a. Residential guidelines. In order to limit holiday lighting density in residential areas, no more than one-third (?) of a property's open space shall have holiday lighting. In addition, holiday lighting shall be extinguished, either automatically or manually, no later than 11:00 p.m.
 - b. Commercial guidelines. All holiday lighting in commercial areas shall be extinguished, either automatically or manually, no later than 2:30 a.m.
- (2) Municipal lighting. Municipal lighting installed for the benefit of public health, safety and welfare, including but not limited to, traffic control devices, existing streetlights, special event lighting and construction lighting. Any Town project built after January 15, 2004, shall comply with the ordinance codified herein.

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- (3) Temporary lighting. Any person may submit a written request to the Building Official for a temporary exemption request. If approved, the exemption shall be valid for not more than fourteen (14) days from the date of issuance of a written and signed statement of approval. The Building Official may approve an additional fourteen-day temporary exemption. The Building Official shall have the authority to refer an application for a temporary exemption to the Planning Commission if deemed appropriate. A temporary exemption request shall contain the following minimum information:
 - a. Specific exemption or exemptions requested;
 - b. Type, use and purpose of lighting fixtures involved;
 - c. Duration of time requested for exemption;
 - d. Type of lamp including wattage;
 - e. Proposed location on property;
 - f. Previous exemptions if applicable;
 - g. Other information deemed necessary by the Building Official.
 - (4) Decorative lighting elements. Decorative lighting such as shades with perforated patterns and opaque diffusers may be exempted from the fully shielded requirement, provided that the lighting does not exceed fifty (50) watts.
 - (5) Community benefit. If a proposed lighting plan or fixture layout does not meet the requirements of this Article but has demonstrated a community benefit, an exemption may be considered. The applicant shall submit additional information to adequately assess the community benefit for approval by the Building Official.

Sec. 18-269. Prohibitions.

The following types of exterior lighting sources, fixtures and installations shall be prohibited in the Town:

- (1) Light sources shall not be affixed to the top of a roof, except where required by the Building Code.
- (2) Lighting for the purpose of illuminating a building façade shall be prohibited when such lighting is mounted to the ground, elevated on poles or mounted on adjoining or adjacent structures.
- (3) Blinking, flashing, moving, revolving, scintillating, flickering, intensity changing, color changing and internally illuminated signs shall be prohibited, except for temporary holiday displays, lighting for public safety or traffic control or lighting required by the FAA for air traffic control and warning purposes.
- (4) Mercury vapor and low-pressure sodium lighting shall be prohibited.
- (5) Linear lighting (including neon and fluorescent) primarily intended as an architectural highlight to attract attention or used as a means of identification or advertisement shall be prohibited.
- (6) Unshielded floodlights and timer-controlled floodlights shall be prohibited.
- (7) No outdoor lighting may be used in any manner that could interfere with the safe movement of motor vehicles on public thoroughfares. The following is prohibited:
 - a. Any fixed light not designed for roadway illumination that produces direct light or glare that could be disturbing to the operator of a motor vehicle.
 - b. Any light that may be confused with or construed as a traffic control device except as authorized by state, federal or local government.

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- (8) No beacon or searchlight shall be installed, illuminated or maintained.
 - (9) Uplighting is prohibited, except as otherwise provided in this Section.

Sec. 18-270. Nonconforming lighting.

Unless otherwise specified within this Article, within eighteen (18) months of the effective date of the ordinance codified herein, all outdoor lighting fixtures that do not conform to the requirements of this Article must be removed, replaced with conforming fixtures or retrofitted to comply to the extent practical as determined by the Building Official. Violations shall be corrected within sixty (60) days after being notified in writing by the Building Official.

Sec. 18-271. Review standards.

Exterior lighting plans shall conform to the following design review standards:

- (1) Height. Outdoor residential and commercial lighting shall be twelve (12) feet or less above grade in height. Special review by the Planning Commission may allow lighting of a greater height under the following circumstances:
 - a. A fixture of greater height is required due to safety, building design or extenuating circumstances, in which case the light shall be fully shielded with a nonadjustable mounting;
 - b. Lighting for commercial parking and vehicle circulation areas may have a maximum height of twenty (20) feet above grade and shall be fully shielded;
 - c. Lighting on above-grade decks or balconies, which are fully shielded.
- (2) Foot-candles. Outdoor nonresidential, sign and residential lighting shall not exceed the maximum foot-candles designated in their respective sections. Special review by the Planning Commission may allow lighting of greater intensity under the following circumstances:
 - a. A fixture of greater light intensity is required due to safety, building design or extenuating circumstances, in which case the light shall be fully shielded with a nonadjustable mounting;
 - b. An architectural or historical feature requires greater illumination, in which case the light shall be fully shielded with a nonadjustable mounting.

Sec. 18-272. Procedures.

Lighting plans and proposals shall be submitted as follows:

- (1) Lighting plans submitted in conjunction with applications for subdivisions, planned unit developments, developments within environmentally sensitive areas or special review applications shall be reviewed by the Planning Commission.
- (2) Lighting plans submitted as a part of a building permit application for a commercial or residential structure shall be reviewed by the Building Official. The Building Official shall have the authority to refer an application to the Planning Commission.
- (3) Any appeals related to decisions regarding outdoor lighting shall be made to the Town Manager.

Secs. 18-273—18-290. Reserved.

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

February 3, 2025

AGENDA ITEM:

Two-Level Mall Transit Station Discussion

PRESENTED BY:

Clint Kinney, Town Manager
Sam Guarino, Transportation Director

BACKGROUND:

The 2022 Mall Transit Center Project was withdrawn for consideration in April of 2023. In June 2023, the Town Council directed staff to develop a proposal for a simple and cost-effective solution(s) at both the RFTA Depot and Daly Lane Village Shuttle Depot. These incremental alternative solutions were to have lower construction impact (construction timeline) and lower cost than the proposed 2022 Project. A project concept was developed that would improve the RFTA Depot by increasing bus capacity, flattening the area around the Depot, and adding public restrooms.

After reviewing the incremental solution for the RFTA Depot, on April 1st, 2024, Council directed staff to additionally develop a basic feasibility study on a two-level transit center design.

On June 17th, 2024, Council directed staff to create materials and a strategy to begin a public outreach campaign to gather feedback on possible next steps. These steps could include moving forward with the incremental design with an eye on a larger project in the future. Moving forward with a phased approach that would bring a short-term improvement as phase 1 and a larger two-level improvement in phase 2. Or begin designing a larger project, without a short-term solution in mind. Concepts for a public outreach campaign were brought to the Council on July 15th, 2024.

On December 9, 2024, the Town Council continued their discussion on the Mall Transit Center. Following the discussion, staff took the direction to have the design firm SEH continue forward with the two-level design, find a way to work with a local architect to improve the appearance, add the parking deck over lot 5 (to accommodate lost parking in lot 6) and create an image of it, continue to evaluate the estimated construction schedule and begin the evaluation of maintaining existing grant funds (and finding other funding opportunities). This directive was further enforced and refined at the January 6, 2025, meeting and through discussions between RFTA, Councilor Fridstein, and SEH.

On January 21, 2025, a conceptual design with a two-level parking garage on the site of the current Lot 5 was presented to Council with a cost estimation of approximately \$58 million. Due to the challenges presented by the cost of the project, staff was asked to eliminate the garage component to reduce the cost down to approximately \$40 million. In addition to this, staff was directed to meet with the Financial Advisory Board (FAB) to discuss funding mechanisms, continue to prepare a public outreach effort, investigate striping of the numbered lots and Daly Lane bus depot to recapture lost parking, and check in with the Federal Transit Agency (FTA) and Colorado Department of Transportation (CDOT) regarding the grant status.

2 LEVEL TRANSIT CENTER CONTINUED DEVELOPMENT:

Working with design contractor SEH, a revised two-level design and some options to retain parking were developed. Expansion of parking Lot 5 was found to be possible and would yield an additional 12 parking spaces. Striping of the Daly Lane Village Shuttle depot would create an additional 9 spaces.

In 2014, a study was conducted by SGM to investigate the possibility of gaining parking spaces in the numbered lots through striping. The study concluded that due to existing aisle widths, to meet Town code spaces in the numbered lots would be lost with striping. Town code requires 23 feet of aisle width for 90-degree parking configurations in a one-way, off-street, parking lot. The study showed that to meet code most lots would need to be in a 45-degree configuration which results in the loss of parking. Therefore, the decision at the time was to not move forward with striping the numbered lots.

PUBLIC FEEDBACK:

To move forward with this project the next step would be to gather public feedback on this project. Given the compressed timeline for receiving this feedback it would require a variety of methods over the next month. The request for feedback would need to be advertised to the public through print, newsletters, the Town website, and any other prudent methods. Citizens would be encouraged to attend Town Council meetings during the month of February where a presentation of the project will be given, in addition to open houses held at the Mall to capture those who may not be able to attend a council meeting. Citizens would also be directed to the Town Website to view the plan and, if unable or unwilling to speak at a Council Meeting or open house, given instructions on how to write a comment on the project and/or to respond to a poll to gauge public opinion. In an effort to engage Mall business owners, town staff would send letters and emails to each surrounding business asking for participation, and, if necessary, go door to door to ensure all parties have the opportunity to weigh in. Any other direction Town Council has for staff in regard to public outreach would be appreciated.

Staff is in process of creating a plan for this engagement effort as well as draft materials for distribution. Posters for public areas and sandwich boards with some information on the project and a link to the Town website for a more detailed description of the project and dates/times for feedback sessions will be made to go along with leaflets to distribute with letters and at in person events.

FINANCIAL IMPACT:

On Tuesday January 28, 2025, staff met with the FAB to discuss potential financial mechanisms to fill the gap in funding for this project. The FAB produced a recommendation (found in the packet) that the Council forgo the \$13.5 million grant as the Town's financial situation and other capital project priorities do not provide enough latitude to take on the additional debt. The FAB advised that Council move forward with the "Incremental Design" as a phase one of the project while pursuing other opportunities to fund a larger project in the future.

Staff met with the FTA and CDOT to discuss the removal of the parking element and the current status of the grant funding awarded. The FTA felt that because it was a departure from the elements in the original application and potentially would create impacts to areas not identified in the original grant application, a loss of parking would almost definitely result in the loss of the \$13.5 million grant award. Furthermore, FTA informed staff that due to changes in administration it is anticipated that the timeline for a scope change approval will be longer than originally anticipated and the timeline to retain the funds will be even tighter.

Council may also be aware that on Monday January 27, 2025, the Office of Management and Budget (OMB) released a memo freezing all federal grant funding that is not yet obligated. On Tuesday afternoon a Federal judge blocked this order and on Wednesday January 29, 2025 OMB released a memo reversing the order. At this point the status of all awarded federal grant funding is "status quo".

Financial impacts for construction were done by Cumming Group and are expected to be approximately \$44 million in the current configuration assuming a construction schedule that would keep the road open throughout the duration of construction.

Should the Council decide to move forward with the 2024 two level design, the following funds are possibly available:

\$ 1.5 million from RFTA (\$500K is currently committed)
\$13.5 million from FTA
\$ 3.0 million TOSV General Fund
\$ 6.0 million EOTC funding
\$24.0 million available

All in all, in the best-case scenario, \$24.0 million of funds are currently available for this project. Depending on whether or not the parking garage is included, the project cost would range from \$40 million to \$58 million creating a financing gap between \$16 million and \$34 million.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

The 2023 Council Goal Statement states:

Encourage transit ridership by providing a Mall Transit experience that balances improved levels of service, safety and functionality with high quality aesthetics that satisfies community needs and meets our rural Village character.

COUNCIL OPTIONS:

There are many options for the Council to consider, including

1. Direct staff to move forward to receive public feedback on the Two-Level design. The Council will need to be specific if the design with the parking garage or without the parking garage should be presented (or both).
2. Identify necessary information that should be presented for the February 18 Council meeting to help the Council make the determination of how best to proceed.
3. Direct staff to continue work on a design for a Mall Transit Center without soliciting public feedback on the current two-level design at this time.
4. Direct staff to discontinue any efforts towards designing a Mall Transit Center for the time being.

STAFF RECOMMENDATION:

Given the current gap between estimated cost of the project and available funding, staff is recommending that Town Council directs staff to continue work on a phased design for a Mall Transit Center. Phase 1 should fit within the \$9 million of local funding available.

Because there is not a likelihood that significant additional funding sources would be readily available, and because the funding gap is between \$16 million and \$35 million for the less expensive design concept (no parking garage) the Town simply does not have the financial capacity to commit to a viable funding plan.

Staff should continue to work on a design that would be within the available \$9 million funding with an intent to phase in a larger project at a future time.

ATTACHMENTS:

- 2025 Two Level Design – no garage
- 2025-CIP-Transit
- 2024 projected-2029 proposed Revenues vs. Expenditures
- FAB Rec Transit Center 01.28.25
- SGM 2014 Parking Lot Study
- 2024 Incremental Improvements

TOWN OF SNOWMASS VILLAGE

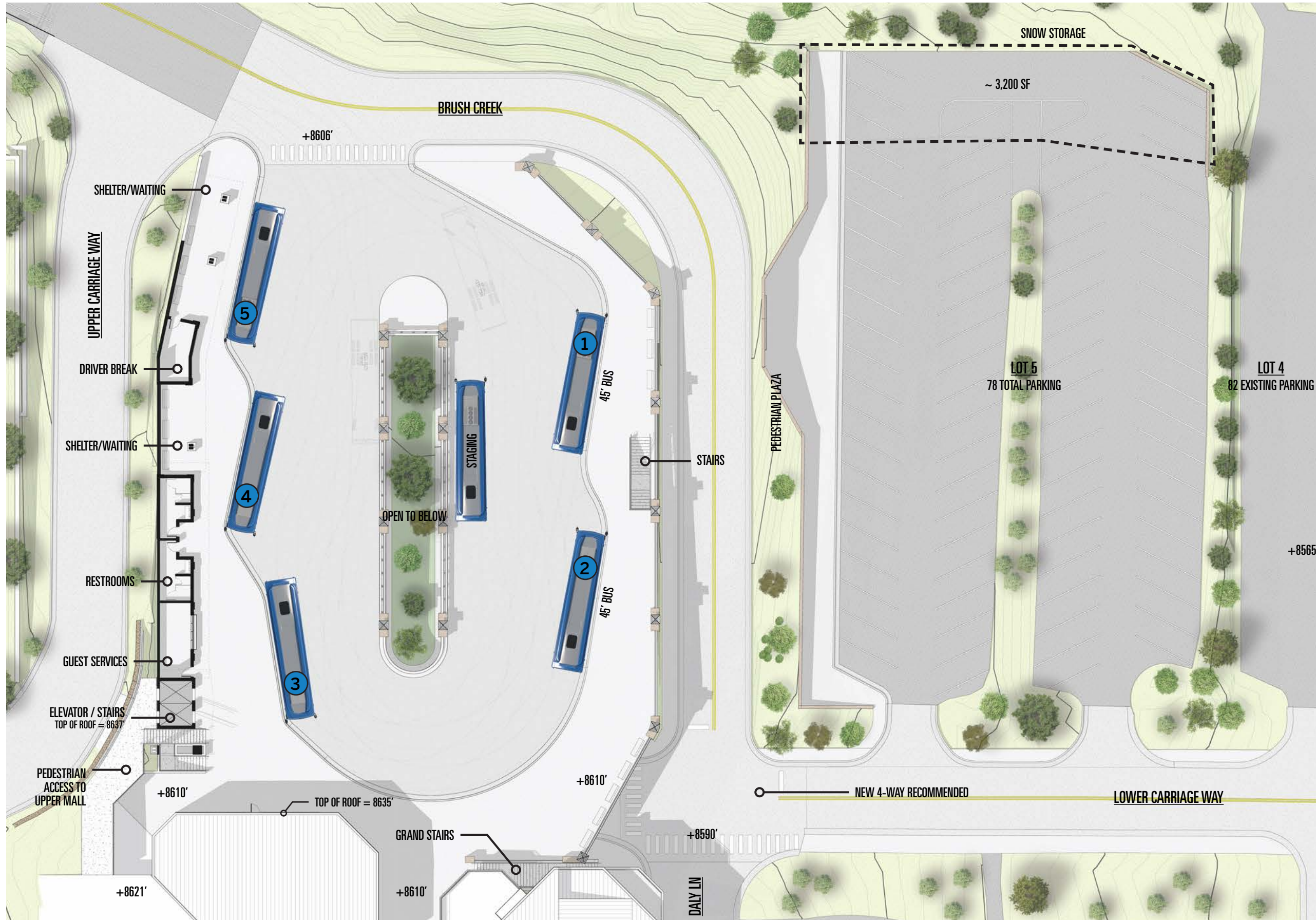
SNOWMASS MALL TRANSIT CENTER

UPDATED CONCEPT APPROACH



FEBRUARY 4, 2025





TRANSIT CENTER

UPPER LEVEL

BUS OPERATIONS

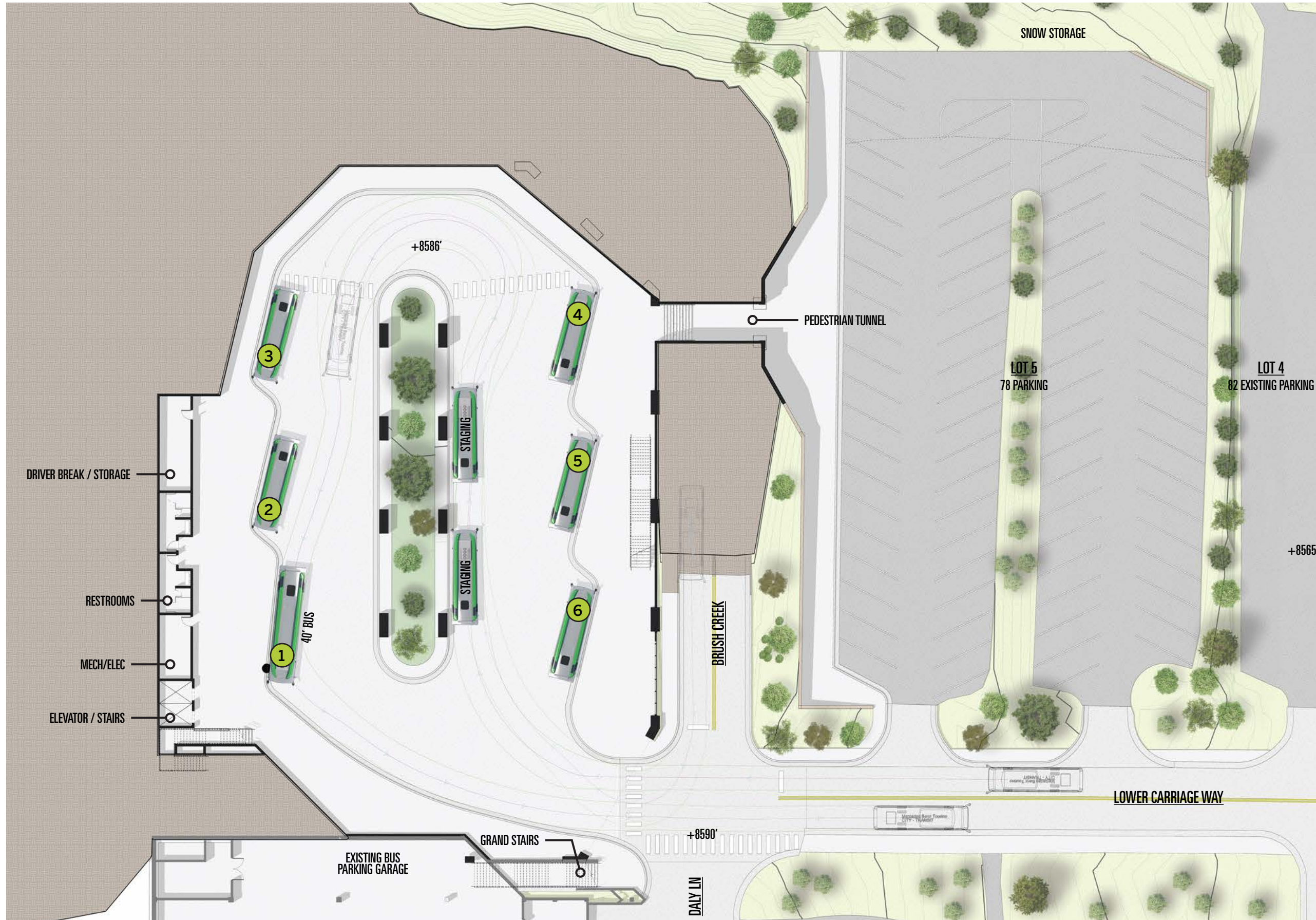
- (3) 40' RFTA LOADING/ UNLOADING
- (2) 45' RFTA LOADING/ UNLOADING
- (1) 40' STAGING

TRANSIT STATION

- DRIVER BREAK
- GUEST SERVICES
- PUBLIC RESTROOMS

PARKING

- LOT 6 REMOVED: -56
- EXTEND LOT 5 TO THE PLAN NORTH: +12
- DAILY LANE: +9
- OVERALL NET LOSS: -35



TRANSIT CENTER

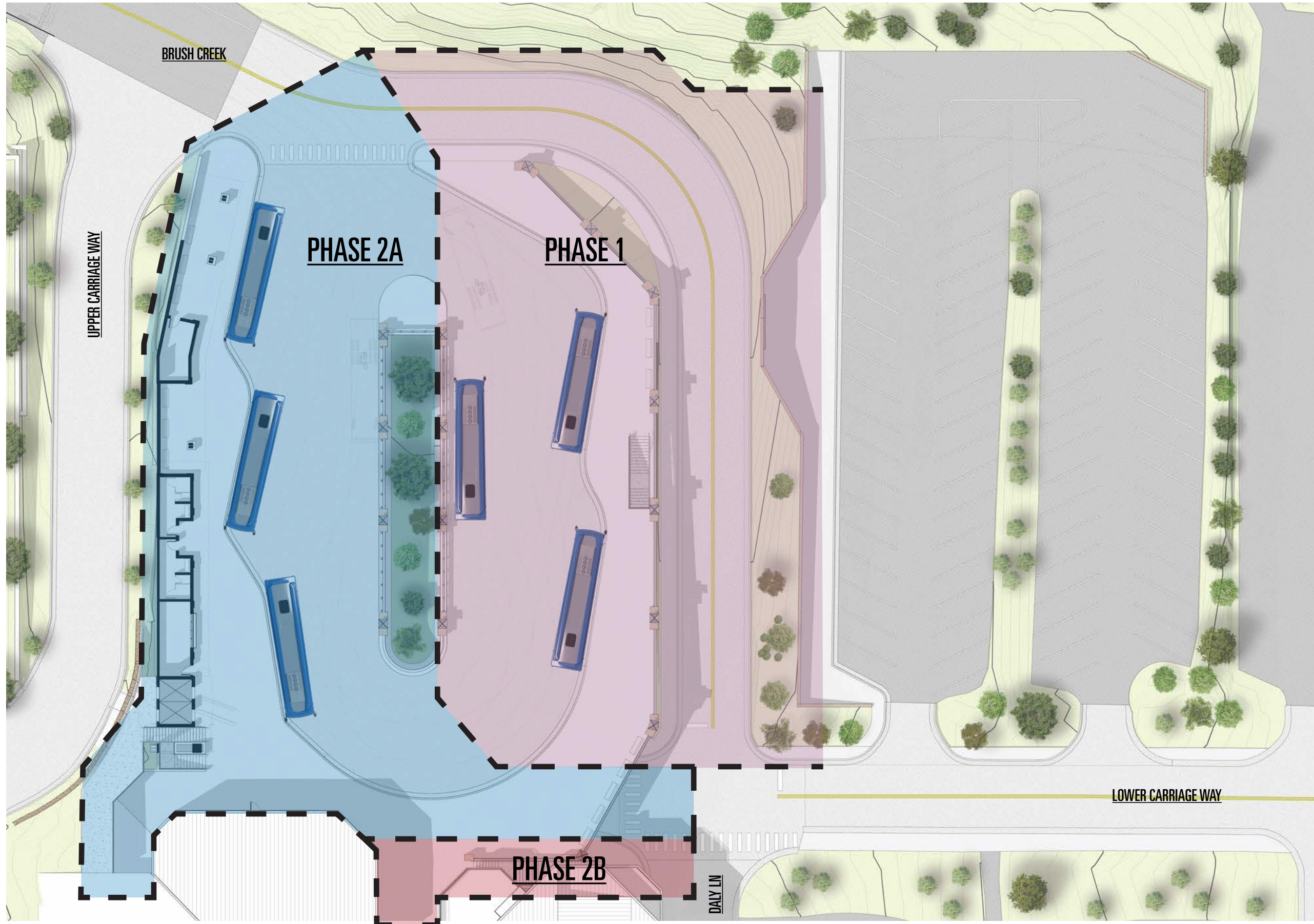
LOWER LEVEL

BUS OPERATIONS

- (1) 40' TOSV LOADING/ UNLOADING
- (5) 30' TOSV LOADING/ UNLOADING
- (2) 30' STAGING

TRANSIT STATION

- DRIVER BREAK
- PUBLIC RESTROOMS
- SNOWMELT MECHANICAL ROOM



PHASING CONCEPT

UPPER LEVEL

PHASE 1

- NEW BRUSH CREEK ROAD & HALF OF TRANSIT CENTER
- EXTG BRUSH CREEK REMAINS OPEN
- SPRING 26' - WINTER 26'

PHASE 2A

- REMAINDER OF TRANSIT CENTER INCLUDING UTILITY WORK
- TRAFFIC ROUTED TO NEW BRUSH CREEK ROAD
- RFTA TEMPORARY RELOCATED ALONG CARRIAGE WAY
- SOUTH PEDESTRIAN MALL CONNECTION
- WINTER 26' - WINTER 27'

PHASE 2B

- NORTH PEDESTRIAN MALL CONNECTION
- WINTER 27' - SPRING 28'

COST SUMMARY - TRANSIT CENTER (40 MONTHS)			
DESCRIPTION	COST/SF	SQ. FT.	SUB-TOTAL
TRANSIT CENTER - JUNE 2025 ESTIMATE	\$585.96	72,916	\$42,725,932
ADJUSTED ESCALATION (2028)	-	-	\$2,349,926
TUNNEL - PLAZA/UPPER LVL PRK	\$12,500	40 LF	\$500,000
2-STOP - DOUBLE ELEVATOR - TRANSIT	-	-	\$1,300,000
LOWER LEVEL VENTILATION	\$8.33	30,000	\$250,000
LOT 5 ADDITION	\$40.31	3,200	\$129,000
CREDITS	COST/SF	SQ. FT.	SUB-TOTAL
BRIDGE / STAIR / ELEVATOR	-	-	(\$1,644,483)
REDUCTION OF DESIGN CONTINGENCY	-	-	(\$1,857,649)
TOTAL	\$600.04	72,916	\$43,752,726

Town of Snowmass Transit Center Rev2
Snowmass Village, CO
Rough Order Of Magnitude

Project # 24-00135.00
06/11/24

SUMMARY - PRICE REFRESH TO JANUARY 2025			
Element	Area	Cost / SF	Total
Carriage Way	72,916	\$524.30	\$38,229,695
Escalation to MOC, 11/29/26	11.76%		\$4,496,236
Total Estimated Construction Cost - As Estimated June 2024		72,916	\$585.96 \$42,725,932
Daly Lane			Excluded
Escalation to MOC, 11/29/26			Excluded
Total Estimated Construction Cost			Excluded
Scope Adjustment Per January 2025 Update			Total
Added Scope			
Adjust Escalation to 11/29/27 (1 Year Increase)			\$2,349,926
Tunnel - Plaza To Structures	40 LF		\$500,000
3-Stop Elevator Including Enclosure + Stair Tower			\$1,300,000
2-Stop Elevator Including Enclosure + Stair Tower			\$867,000
Provide Ventilation For Lower Level Transit	30,000 SF		\$250,000
New Parking Lot With Exposed Retaining Wall	3,200 SF		\$129,000
Credit Back Scope Carried In Base Design			
Bridge			(\$450,000)
Stair At Elevator			(\$210,000)
Elevator			(\$984,483)
Reduce Design Contingency to 10% In Lieu of 15%			(\$1,857,649)
Total Estimated Construction Cost - Updated Design Premium			\$1,893,794
Total Estimated Construction Cost - Revised Cost			\$44,619,726

*SEE TABLE

COST SUMMARY

New Construction

TRANSIT CENTER

The initial cost estimate for this project was provided in June 2024. This cost summary reflects adjustments to the previous estimate based on minor design changes. The previous estimate.

LOT 5 IMPROVEMENTS

This estimate assumes the new 3,200 square foot extention of asphalt and minor grading and short retaining wall for an additional 12 spaces.





**SOUTHWEST
VIEW**
LOT 5





SOUTHEAST
VIEW
TRANSIT CENTER





SOUTHWEST VIEW FROM CARRIAGE WAY TRANSIT CENTER



NORTHWEST VIEW FROM DALY LANE LOT 5





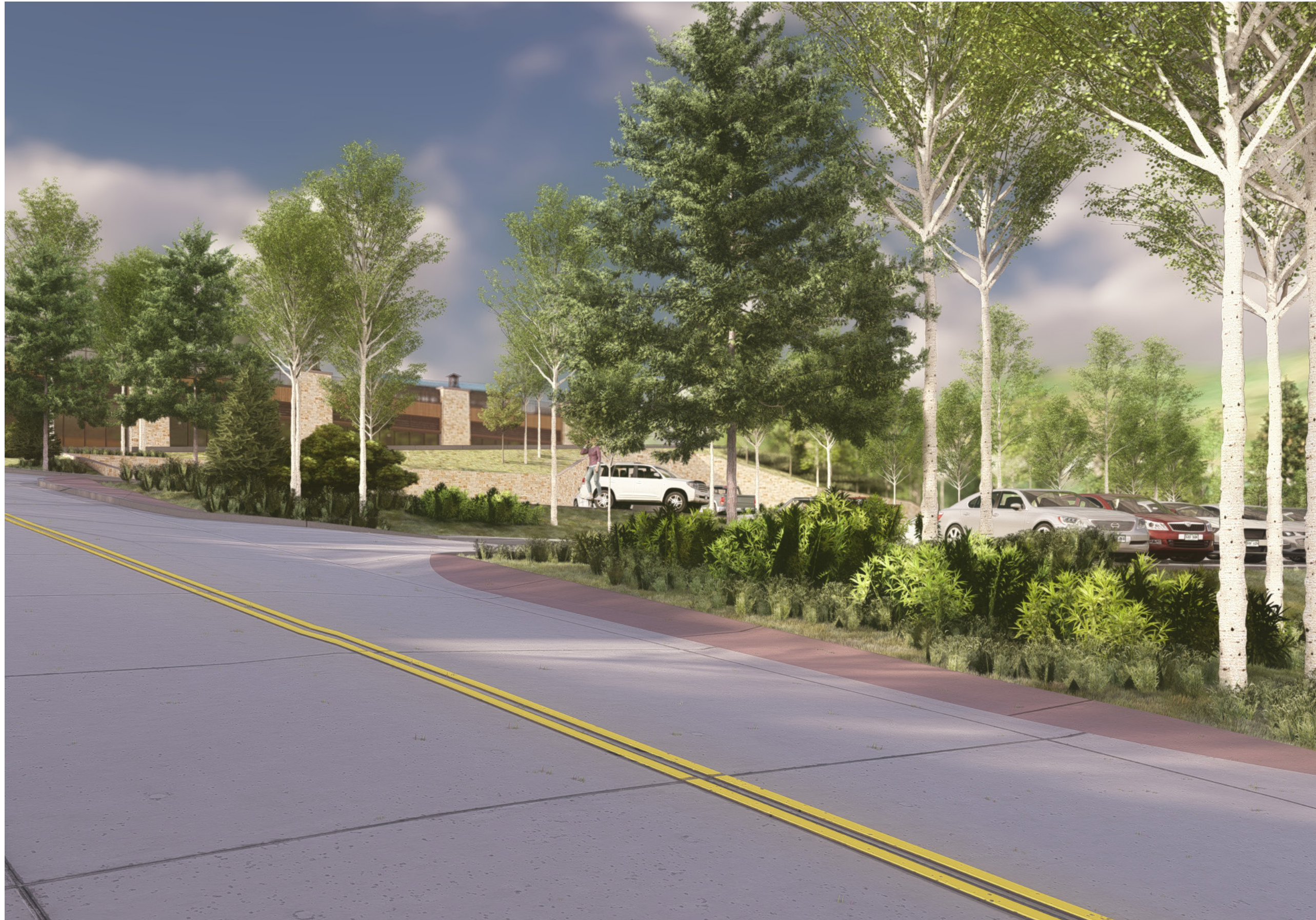
**NORTHEAST
VIEW** FROM
BRUSH CREEK
LOT 5





SOUTHWEST VIEW FROM CAMPGROUND TRANSIT CENTER





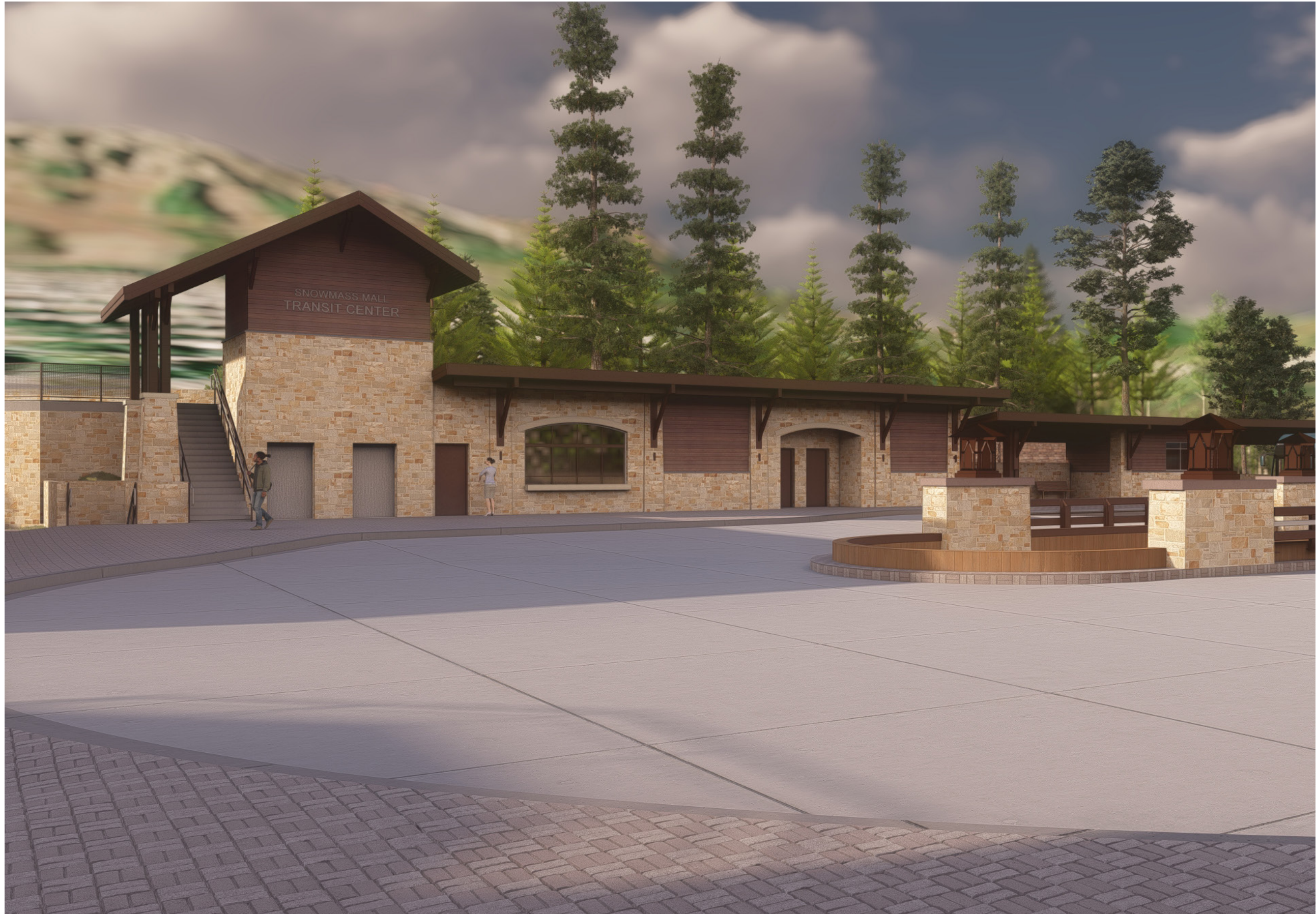
SOUTHWEST VIEW FROM CAMPGROUND LOT 5





**SOUTHEAST
VIEW FROM
UPPER LOT 5
PEDESTRIAN TUNNEL**





SOUTHWEST VIEW FROM UPPER PLATFORM TRANSIT STATION





SOUTHEAST VIEW FROM UPPER PLATFORM TRANSIT STATION





**SOUTHWEST
VIEW FROM
UPPER
PLATFORM
TRANSIT STATION**



TOWN OF SNOWMASS VILLAGE
CAPITAL IMPROVEMENT PROJECTS
BUDGET SUMMARY

DESCRIPTION	2023	2024			2024	REVISED		2026	2027	2028	2029
	Actual	Budget	2024 Revised	\$ VARIANCE		2025 Budget	\$ VARIANCE				
BEGINNING FUND BALANCE	\$14,992,083.27	\$22,438,006.87	\$22,438,006.87	\$0.00	\$22,438,006.87	\$11,224,424.87	(\$11,213,582.00)	\$13,968,924.87	\$12,843,924.87	\$16,018,924.87	\$19,193,924.87
REVENUES	\$ 23,901,106.96	\$ 20,985,299.00	\$ 20,985,299.00	\$0.00	\$ 14,520,299.00	\$ 124,409,500.00	\$103,424,201.00	\$ 16,357,500.00	\$ 7,986,375.00	\$ 6,706,694.00	\$ 7,616,427.00
EXPENDITURES	\$ (16,455,183.36)	\$ (37,081,160.00)	\$ (37,081,160.00)	\$0.00	\$ (25,733,881.00)	\$ (121,665,000.00)	(\$84,583,840.00)	\$ (17,482,500.00)	\$ (4,811,375.00)	\$ (3,531,694.00)	\$ (6,441,427.00)
TOTAL REVENUES	\$23,901,106.96	\$20,985,299.00	\$20,985,299.00	\$0.00	\$14,520,299.00	\$124,409,500.00	\$103,424,201.00	\$16,357,500	\$7,986,375	\$6,706,694	\$7,616,427
TOTAL EXPENDITURES	(\$16,455,183.36)	(\$37,081,160.00)	(\$37,081,160.00)	\$0.00	(\$25,733,881.00)	(\$121,665,000.00)	(\$84,583,840.00)	(\$17,482,500)	(\$4,811,375)	(\$3,531,694)	(\$6,441,427)
Net Operating Rev's/Exp	\$7,445,923.60	(\$16,095,861.00)	(\$16,095,861.00)	\$0.00	(\$11,213,582.00)	\$2,744,500.00	\$18,840,361.00	(\$1,125,000)	\$3,175,000	\$3,175,000	\$1,175,000
ENDING FUND BALANCE	\$22,438,006.87	\$6,342,145.87	\$6,342,145.87	\$0.00	\$11,224,424.87	\$13,968,924.87	\$7,626,779.00	\$12,843,924.87	\$16,018,924.87	\$19,193,924.87	\$20,368,924.87

FUND BALANCE-DESIGNATIONS/RESERVES											
Designations for Projects	2023	2024			2024	2025		2026	2027	2028	2029
	Actual	Budget	2024 Revised	\$ VARIANCE		Budget	VARIANCE				
General Fund	\$7,591,940.00	\$0.00	\$0.00	\$0.00	\$1,202,278.00	\$940,778.00	\$940,778.00	\$940,778.00	\$940,778.00	\$940,778.00	\$940,778.00
RETT Fund	\$7,101,221.00	\$0.00	\$0.00	\$0.00	\$2,650,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00	\$2,000,000.00
Road Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Excise Fund	\$26,750.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175,000.00	\$175,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
REOP Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Housing Fund-Loan	(\$1,448,134.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Housing Fund	\$217,384.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,400,000.00	\$1,400,000.00	\$793,000.00	\$1,918,000.00	\$2,843,000.00	\$1,768,000.00
EOTC-Mall Transit	\$190,778.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Housing-Tourism	\$4,499,985.00	\$2,143,000.00	\$2,143,000.00	\$0.00	\$3,143,000.00	\$5,493,000.00	\$3,350,000.00	\$5,100,000.00	\$7,150,000.00	\$9,400,000.00	\$11,650,000.00
Contributions/projects	(\$34,306.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Tourism Fund	<u>\$2,529,443.00</u>	<u>\$2,436,200.00</u>	<u>\$2,436,200.00</u>	<u>\$0.00</u>	<u>\$2,396,200.00</u>	<u>\$2,436,200.00</u>	<u>\$0.00</u>	<u>\$2,436,200.00</u>	<u>\$2,436,200.00</u>	<u>\$2,436,200.00</u>	<u>\$2,436,200.00</u>
Sub-total	\$20,675,061.00	\$4,579,200.00	\$4,579,200.00	\$0.00	\$9,391,478.00	\$12,444,978.00	\$7,865,778.00	\$11,319,978.00	\$14,494,978.00	\$17,669,978.00	\$18,844,978.00
Funds Available-General Fund	\$1,293,663.03	\$1,293,663.03	\$1,293,663.03	\$0.00	\$1,328,664.03	\$887,664.03	(\$405,999.00)	\$887,664.03	\$887,664.03	\$887,664.03	\$887,664.03
Funds Available-RETT Fund	\$97,620.55	\$97,620.55	\$97,620.55	\$0.00	\$132,620.55	\$264,620.55	\$167,000.00	\$264,620.55	\$264,620.55	\$264,620.55	\$264,620.55
Funds Available-Housing Fund	\$247,999.52	\$247,999.52	\$247,999.52	\$0.00	\$248,000.52	\$248,000.52	\$1.00	\$248,000.52	\$248,000.52	\$248,000.52	\$248,000.52
Funds Available-Housing-Tourism	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Funds Available-Excise Tax Fund	\$123,242.33	\$123,242.33	\$123,242.33	\$0.00	\$123,241.33	\$123,241.33	(\$1.00)	\$123,241.33	\$123,241.33	\$123,241.33	\$123,241.33
Funds Available-REOP Fund	\$384.59	\$384.59	\$384.59	\$0.00	\$384.59	\$384.59	\$0.00	\$384.59	\$384.59	\$384.59	\$384.59
Funds Available-Tourism	<u>\$35.85</u>	<u>\$35.85</u>	<u>\$35.85</u>	<u>\$0.00</u>	<u>\$35.85</u>	<u>\$35.85</u>	<u>\$0.00</u>	<u>\$35.85</u>	<u>\$35.85</u>	<u>\$35.85</u>	<u>\$35.85</u>
Sub-total	\$1,762,945.87	\$1,762,945.87	\$1,762,945.87	\$0.00	\$1,832,946.87	\$1,523,946.87	(\$238,999.00)	\$1,523,946.87	\$1,523,946.87	\$1,523,946.87	\$1,523,946.87
TOTAL FUND BALANCE	\$22,438,006.87	\$6,342,145.87	\$6,342,145.87	\$0.00	\$11,224,424.87	\$13,968,924.87	\$7,626,779.00	\$12,843,924.87	\$16,018,924.87	\$19,193,924.87	\$20,368,924.87

CAPITAL IMPROVEMENT PROGRAM FUND
BUDGET SUMMARY

		2023	2024			2024	2025		2026	2027	2028	2029
		Actual	Budget	Revised	Variance	Projected	Proposed	Variance	Proposed	Proposed	Proposed	Proposed
							Budget		Budget	Budget	Budget	Budget
REVENUES												
Transfers In-General Fund	\$	4,002,000.00	\$ 2,680,557	\$ 2,680,557	\$ -	\$ 2,680,557	\$ 11,739,170	\$ 9,058,613	\$ 2,585,000	\$ 895,500	\$ 406,525	\$ 416,000
Transfers In-General Fund-Mall Transit	\$	-	\$ -	\$ -	\$ -	\$ -		\$ -				
Transfers In-General Fund-Holy Cross Enhancement	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers In-RETT Fund	\$	12,170,000.00	\$ 2,125,000	\$ 2,125,000	\$ -	\$ 2,125,000	\$ 1,455,000	\$ (670,000)	\$ 8,922,500	\$ 1,940,875	\$ 1,050,169	\$ 2,050,427
Transfers In-RETT Fund-Mall Transit Plaza	\$	-			\$ -			\$ -				
Transfers In-Road Fund	\$	-	\$ 805,847	\$ 805,847	\$ -	\$ 805,847	\$ 859,000	\$ 53,153	\$ 1,300,000	\$ 1,300,000	\$ 1,200,000	\$ 1,100,000
Transfers In-Excise Tax Fund	\$	800,000.00	\$ 631,675	\$ 631,675	\$ -	\$ 631,675	\$ 800,000	\$ 168,325	\$ -	\$ -	\$ -	\$ -
Transfers In-Tourism-Other	\$	575,000.00	\$ 825,000	\$ 825,000	\$ -	\$ 825,000	\$ 900,000	\$ 75,000	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
Transfers In-Tourism-Housing	\$	4,600,000.00	\$ 5,000,000	\$ 5,000,000	\$ -	\$ 5,000,000	\$ 3,350,000	\$ (1,650,000)	\$ 1,750,000	\$ 2,050,000	\$ 2,250,000	\$ 2,250,000
Transfers In-Group Sales Fund	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers In-REOP Fund	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfers In-Housing Fund	\$	900,000.00	\$ 900,000	\$ 900,000	\$ -	\$ 900,000	\$ 1,400,000	\$ 500,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000	\$ 1,400,000
Transfers In-Mountain View Fund	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contributions-Private Donation-Paved Trails	\$	-	\$ 200,000	\$ 200,000	\$ -	\$ 200,000	\$ -	\$ (200,000)	\$ -	\$ -	\$ -	\$ -
CORE			\$ 50,000	\$ 50,000	\$ -	\$ 50,000		\$ (50,000)				
EOTC	\$	-	\$ 6,500,000	\$ 6,500,000	\$ -	\$ 500,000	\$ 3,000,000	\$ (3,500,000)	\$ -	\$ -	\$ -	\$ -
Miscellaneous	\$	-	\$ -	\$ -	\$ -	\$ -		\$ -				
RFTA Contributions	\$	-	\$ 650,000	\$ 650,000	\$ -	\$ 150,000	\$ 224,330	\$ (425,670)				
Contribution-Holy Cross-FIBER Project	\$	154,000.00	\$ -	\$ -	\$ -	\$ -		\$ -				
Contribution-Rodeo	\$	115,000.00	\$ -	\$ -	\$ -	\$ -		\$ -				
Grant - DOLA-Fiber Project-Phase 2	\$	36,076.00	\$ 608,220	\$ 608,220	\$ -	\$ 608,220	\$ -	\$ (608,220)	\$ -	\$ -	\$ -	\$ -
Grant - Little Red Schoolhouse	\$	-	\$ -	\$ -	\$ -	\$ -	\$ 2,000,000	\$ 2,000,000				
Grant - Colorado Parks & Wildlife	\$	-	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 50,000				
Grant - Federal	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant - MMOF-Grant #1	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Grant-State-Mall Transit	\$	-	\$ -	\$ -	\$ -	\$ -		\$ -				
Grant - FTA/FASTER Grant	\$	-	\$ -	\$ -	\$ -	\$ -	\$ 132,000	\$ 132,000				
Grant - MMOF-Grant #2	\$	-	\$ -	\$ -	\$ -	\$ -		\$ -				
Grants-Colorado Energy Office	\$	-	\$ 9,000	\$ 9,000	\$ -	\$ 44,000		\$ (9,000)				
Grants-DOLA-Fiber Project-Phase 1	\$	109,512.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Financing Sources-Snowmass W & S/Financing	\$	439,518.00	\$ -	\$ -	\$ -	\$ -	\$ 98,500,000	\$ 98,500,000	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$	23,901,106.96	\$ 20,985,299	\$ 20,985,299	\$ -	\$ 14,520,299	\$ 124,409,500	\$ 103,424,201	\$ 16,357,500	\$ 7,986,375	\$ 6,706,694	\$ 7,616,427

BUDGET SUMMARY

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CAPITAL IMPROVEMENT PROGRAM FUND
BUDGET SUMMARY

	2023 Actual	2024 Budget	2024 Revised	2024 Variance	2024 Projected	2025 Proposed Budget	2025 Variance	2026 Proposed Budget	2027 Proposed Budget	2028 Proposed Budget	2029 Proposed Budget
ROADS AND STREETS											
Streetscape - Median Improvements	\$ 23,461.00	\$ 11,539	\$ 11,539	\$ -	\$ 11,539	\$ -	\$ 11,539				
Streetscape - Guardrail Replacement Program	\$ -			\$ -			\$ -				
Streetscape - Retaining Wall Replacement Program	\$ 28,917.50	\$ 186,082	\$ 186,082	\$ -	\$ 186,082	\$ 400,000	\$ (213,918)	\$ 210,000	\$ 220,500	\$ 231,525	\$ 241,000
Street Improvements - Bridge Program	\$ -			\$ -		\$ 250,000	\$ (250,000)	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
Street Improvements - Brush Creek/Owl Creek Rd Intersctn Imp	\$ 4,307,515.93	\$ 112,554	\$ 112,554	\$ -	\$ 112,554		\$ 112,554				
Street Improvements - Brush Creek/Owl Creek Rd Round-about	\$ -	\$ 250,000	\$ 250,000	\$ -	\$ 250,000	\$ 150,000	\$ 100,000	\$ 8,000,000	\$ -		
Street Improvements - Paving Projects	\$ 189,120.80	\$ 1,436,726	\$ 1,436,726	\$ -	\$ 1,436,726	\$ 1,300,000	\$ 136,726	\$ 1,300,000	\$ 1,300,000	\$ 1,200,000	\$ 1,100,000
Multi-Modal/Alt Mobility - Highline Rd Pedestrian Improvements	\$ 10,907.50	\$ 227,964	\$ 227,964	\$ -	\$ 227,964		\$ 227,964				
Multi-Modal/Alt Mobility - Fairway 3 Bike Path	\$ -			\$ -			\$ -				
Multi-Modal/Alt Mobility - Hard Surface Trails	\$ -			\$ -			\$ -				
Multi-Modal/Alt Mobility - Woodbridge decking repair	\$ -			\$ -			\$ -				
Multi-Modal/Alt Mobility - Brush Crk Road to Bru Crk Lane	\$ -			\$ -			\$ -				
Multi-Modal/Alt Mobility - Bru Crk Rd Crossing Imp	\$ -			\$ -			\$ -			\$ 350,000	\$ -
Multi-Modal/Alt Mobility - Bru Crk Rd Pedestrian Imp-Sinclair Road	\$ -			\$ -			\$ -				
Multi-Modal/Alt Mobility - Woodbridge Maintenance/Upgrades	\$ 21,290.75	\$ 276,384	\$ 276,384	\$ -	\$ 276,384		\$ 276,384				
Multi-Modal/Alt Mobility - Connecting Village Nodes	\$ -	\$ 400,000	\$ 400,000	\$ -	\$ 400,000	\$ -	\$ 400,000	\$ 250,000	\$ 500,000		
Multi-Modal/Alt Mobility -Bru Crk Rd from Upper Kearns to Mtn View	\$ -	\$ 60,000	\$ 60,000	\$ -	\$ 60,000	\$ -	\$ 60,000	\$ -		\$ 60,000	\$ 1,000,000
Multi-Modal/Alt Mobility - Walkway-MV to SV Mall	\$ 14,873.00	\$ 1,273,997	\$ 1,273,997	\$ -	\$ 1,273,997		\$ 1,273,997				
Multi-Modal/Alt Mobility - Walkway-Faraway Rd to Upper Kearns	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,000	\$ 600,000
Multi-Modal/Alt Mobility - Bru Crk Rd Pedestrian Imp-Town Park	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -			
Sub-total - Road & Streets	\$ 4,596,086.48	\$ 4,235,246	\$ 4,235,246	\$ -	\$ 4,235,246	\$ 2,100,000	\$ 2,135,246	\$ 9,860,000	\$ 2,120,500	\$ 2,001,525	\$ 3,041,000
UTILITIES											
Snowmelt - MBCx Snowmelt Implemntation Design	\$ -			\$ -			\$ -				
Utilities - Upper Town Hall Entry & Lights	\$ -			\$ -			\$ -				
Snowmelt - Snowmelt Lot 2 Boiler Replacement Project	\$ -			\$ -			\$ -				
Snowmelt - Snowmelt Parcel C Boiler Replacement Project	\$ -			\$ -			\$ -				
Snowmelt - Snowmelt Base Village Boiler Replacement Project	\$ 153,014.82			\$ -			\$ -				
Snowmelt - Snowmelt TOV Boiler Replacement Project	\$ 21,089.36			\$ -			\$ -				
Snowmelt - Lower Carriageway Snowmelt Vault	\$ 56,515.79	\$ 443,484	\$ 443,484	\$ -	\$ 443,484		\$ 443,484				
Snowmelt - Replace Aged Glycol-Snowmelt System				\$ -		\$ 350,000	\$ (350,000)				
Utilities - Solar Renewables Project	\$ -			\$ -			\$ -				
Utilities - Micro Hydro Renewables Project	\$ 465.00			\$ -			\$ -				
Snowmelt - Snowmelt BV Controls Project	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -				
Sub-total - Utilities	\$ 231,084.97	\$ 443,484	\$ 443,484	\$ -	\$ 443,484	\$ 350,000	\$ 93,484	\$ -	\$ -	\$ -	\$ -

CAPITAL IMPROVEMENT PROGRAM FUND

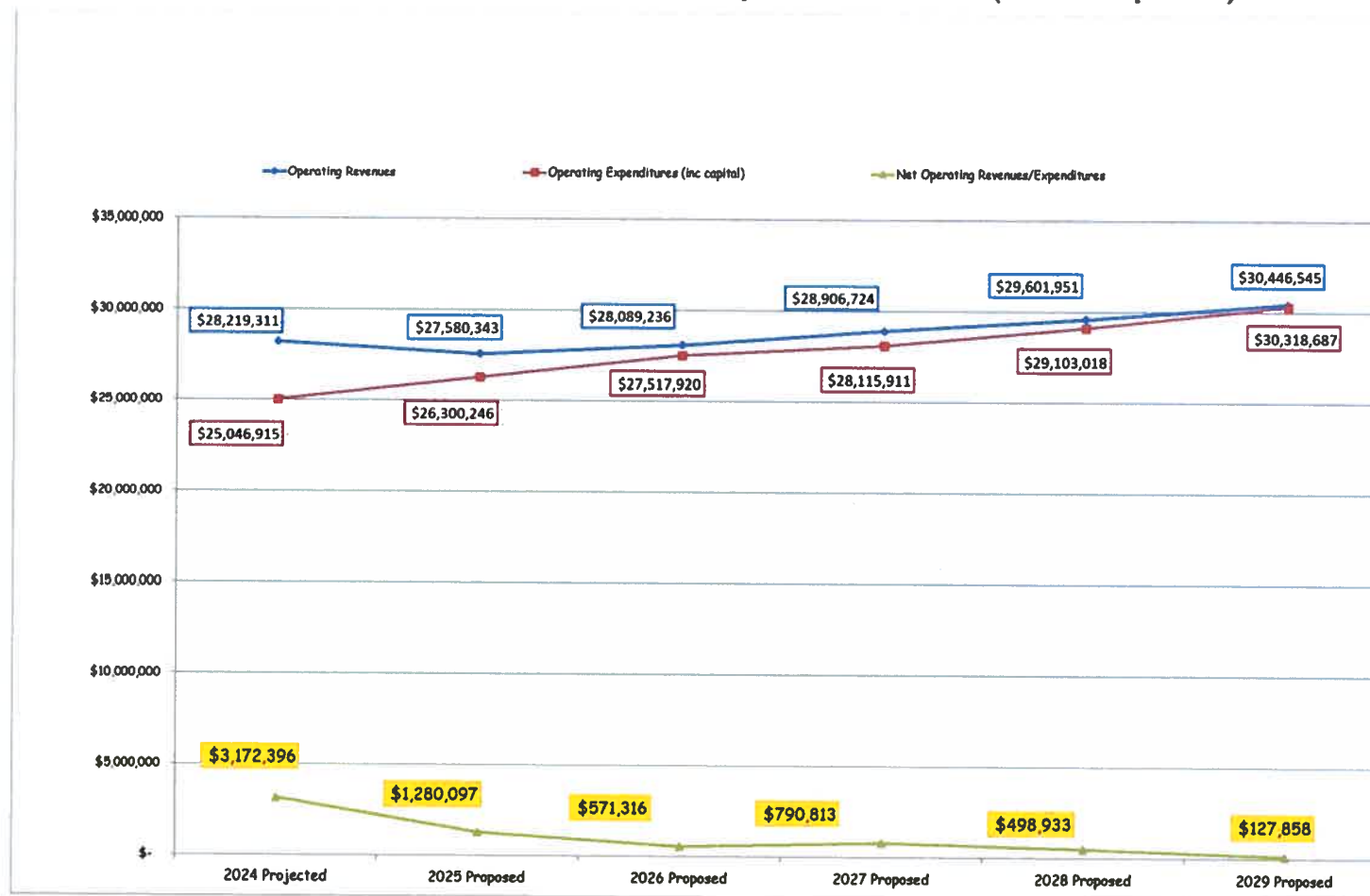
BUDGET SUMMARY

	2023 Actual	2024 Budget	2024 Revised	2024 Variance	2024 Projected	2025 Proposed Budget	2025 Variance	2026 Proposed Budget	2027 Proposed Budget	2028 Proposed Budget	2029 Proposed Budget
STRATEGIC PLANNING											
Planning & Consult - Community Plan	\$ -			\$ -			\$ -				
Planning & Consult - Entryway (Phase III) Planning Project	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -				
Sub-total - Strategic Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
STORM WATER & DRAINAGE											
Storm Water & Drainage - Brush Creek/Kearns Road Culvert	\$ 2,609,943.63	\$ 4,004,056	\$ 4,004,056	\$ -	\$ 4,004,056		\$ 4,004,056				
Storm Water & Drainage - Vidal Gulch Project	\$ 146,358.24	\$ 127,829	\$ 127,829	\$ -	\$ 127,829		\$ 127,829				
Storm Water & Drainage-Woodbridge Road Culvert Replacement			\$ -	\$ -		\$ 2,750,000	\$ (2,750,000)				
Storm Water and Drainage - Stormwater Management Plan	\$ -	\$ 132,000	\$ 132,000	\$ -	\$ 132,000	\$ -	\$ 132,000	\$ 350,000			
Sub-total - Storm Water & Drainage	\$ 2,756,301.87	\$ 4,263,885	\$ 4,263,885	\$ -	\$ 4,263,885	\$ 2,750,000	\$ 1,513,885	\$ 350,000	\$ -	\$ -	\$ -
COMMUNICATION AND TECHNOLOGY											
Comm & Tech - Parking Lot Licensing System	\$ 35,556.96	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ 100,000	\$ -				
Comm & Tech - Network Cabling Enhancements	\$ -			\$ -			\$ -				
Comm & Tech - Fiber Project	\$ 454,191.55	\$ 191,945	\$ 191,945	\$ -	\$ 191,945		\$ 191,945				
Comm & Tech - Council Chambers/Mtg Room AV	\$ -			\$ -			\$ -				
Comm & Tech - Fiber Project-Phase 2	\$ 70,431.30	\$ 1,103,771	\$ 1,103,771	\$ -	\$ 1,103,771		\$ 1,103,771				
Comm & Tech - Fiber Project-Phase 3-Last Mile				\$ -			\$ -	\$ 500,000			
Comm & Tech - Community Micro Grid	\$ -			\$ -			\$ -				
Comm & Tech - 800 Mhz Radio System	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -				
Sub-total - Communications & Technology	\$ 560,179.81	\$ 1,395,716	\$ 1,395,716	\$ -	\$ 1,295,716	\$ 100,000	\$ 1,295,716	\$ 500,000	\$ -	\$ -	\$ -
HOUSING											
Housing Projects - Brush Creek & Palisades Bldg Renovations	\$ -			\$ -			\$ -				
Housing Projects - Daly Lane Townhomes Retaining Wall	\$ -			\$ -			\$ -				
Housing Projects - Housing Master Plan Design Work	\$ -			\$ -			\$ -				
Housing Projects - Housing Land Opportunities	\$ 24.86	\$ 24,976	\$ 24,976	\$ -	\$ 24,976	\$ 25,000	\$ (24)	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000
Housing Projects - Faraway Apartments	\$ 100,015.00	\$ 4,574,985	\$ 4,574,985	\$ -	\$ 4,574,985		\$ 4,574,985				
Housing Projects - MVI-Design and Renovation	\$ 3,649,539.45	\$ 83,540	\$ 83,540	\$ -	\$ 83,540		\$ 83,540				
Housing Projects - Carriageway Housing	\$ -	\$ 75,000	\$ 75,000	\$ -	\$ 75,000	\$ 200,000	\$ (125,000)				
Housing Projects - Draw Site Housing	\$ 239,114.58	\$ 717,384	\$ 717,384	\$ -	\$ 717,384	\$ 86,000,000	\$ (85,282,616)	\$ -	\$ -	\$ -	\$ -
Housing Projects - Next Project				\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
Housing Projects - Snowmass Center property acquisition				\$ -		\$ 12,500,000	\$ (12,500,000)				
Housing Projects - Housing at Public Works				\$ -			\$ -				
Housing Projects - Snowmass Inn-Interior	\$ 218,767.43	\$ 8,775	\$ 8,775	\$ -	\$ 8,775		\$ 8,775				
Housing Projects - Snowmass Inn-Exterior		\$ 2,000,000	\$ 2,000,000	\$ -	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000				
Housing Projects - Mtn View I-Interior Renovations				\$ -			\$ -			\$ -	\$ -
Housing Projects - Mtn View II-Interior Renovations		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ 2,200,000
Housing Projects - Mtn View II-Exterior Renovations				\$ -			\$ -	\$ -	\$ -	\$ -	\$ -
Housing Projects - Villas North-Exterior Renovations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000	\$ (200,000)	\$ 4,000,000			
Housing Projects - WMRHC Buy-Down Program contribution	\$ -	\$ 250,000	\$ 250,000	\$ -	\$ 250,000	\$ 250,000	\$ -	\$ 250,000	\$ 250,000	\$ 250,000	\$ 250,000
Housing Projects - Coffey Place	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sub-total - Housing	\$ 4,207,461.32	\$ 7,734,660.00	\$ 7,734,660.00	\$ -	\$ 6,734,660	\$ 100,175,000	\$ (92,440,340)	\$ 4,275,000	\$ 275,000	\$ 475,000	\$ 2,475,000

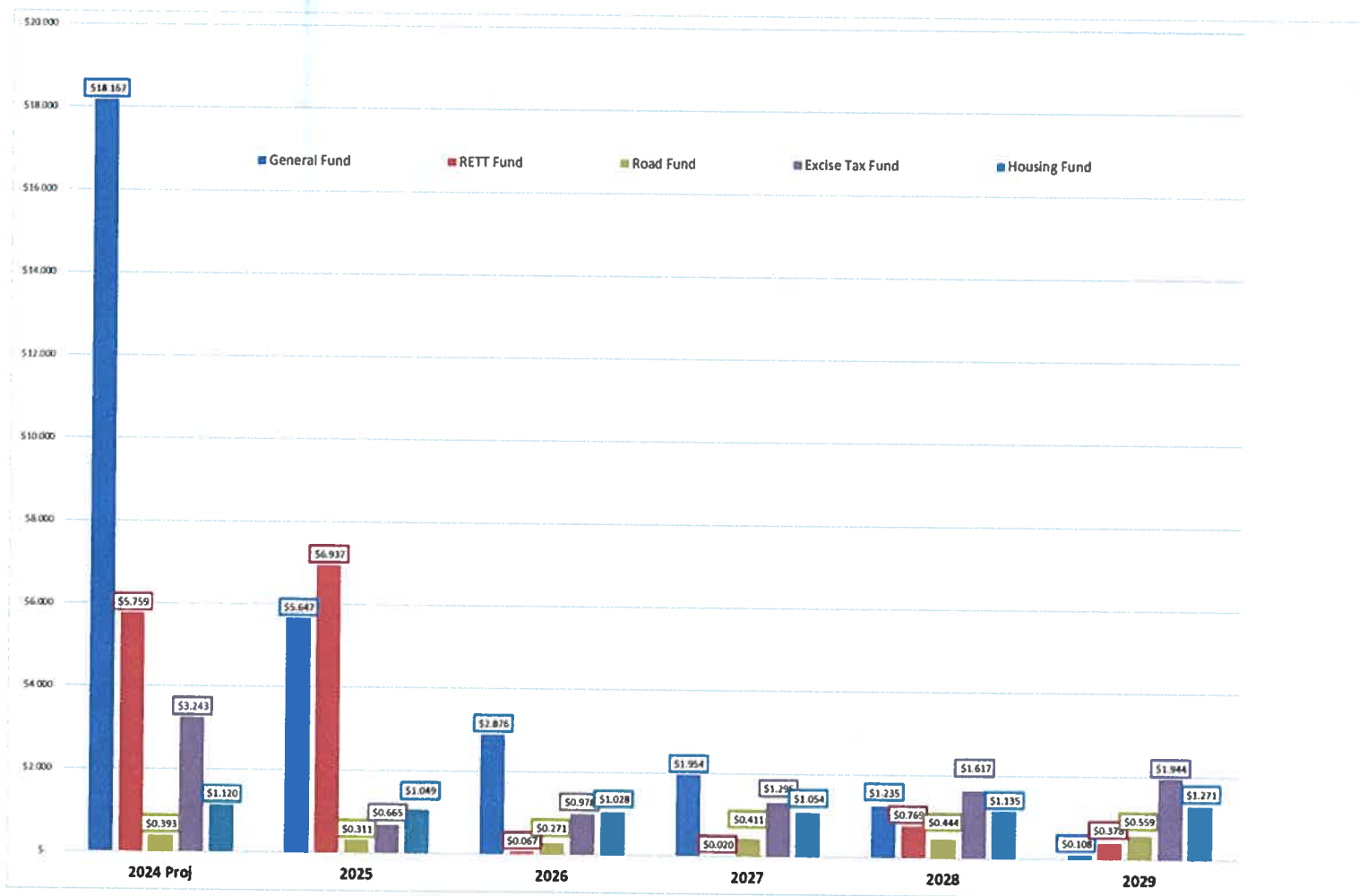
CAPITAL IMPROVEMENT PROGRAM FUND
BUDGET SUMMARY

	2023 Actual	2024 Budget	2024 Revised	2024 Variance	2024 Projected	2025 Proposed Budget	2025 Variance	2026 Proposed Budget	2027 Proposed Budget	2028 Proposed Budget	2029 Proposed Budget
OTHER CIP											
Solid Waste - Solid Waste Management Plan	\$ -			\$ -		\$ -					
Solid Waste - Town Hall Trash/Recycle Dumpster Shed	\$ -	\$ 161,500	\$ 161,500	\$ -	\$ -	\$ 200,000	\$ (38,500)				
Other - Supplemental Project Costs	\$ -	\$ 758,000	\$ 758,000	\$ -	\$ 758,000	\$ 1,000,000	\$ (242,000)	\$ 1,000,000	\$ -	\$ -	\$ -
Snowmass Tourism - Discovery, next phase	\$ 100,513.09	\$ 168,243	\$ 168,243	\$ -	\$ 168,243		\$ 168,243				
Snowmass Tourism - Fanny Hill Improvements	\$ -	\$ 100,000	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -
Snowmass Tourism - Fanny Hill Stage/Sound System				\$ -	\$ 140,000	\$ 360,000	\$ (360,000)				
Snowmass Tourism - Large Mastodon		\$ 250,000	\$ 250,000	\$ -	\$ 150,000	\$ 100,000	\$ 150,000				
Snowmass Tourism - Product Enhancements	\$ -	\$ 400,000	\$ 400,000	\$ -	\$ 400,000	\$ 400,000	\$ -	\$ 400,000	\$ 400,000	\$ 400,000	\$ 400,000
Sub-total - Other CIP	\$ 100,513.09	\$ 1,837,743	\$ 1,837,743	\$ -	\$ 1,716,243	\$ 2,060,000	\$ (222,257)	\$ 1,400,000	\$ 400,000	\$ 400,000	\$ 400,000
Total Expenditures	\$ 16,455,183.36	\$ 37,081,160	\$ 37,081,160	\$ -	\$ 25,733,881	\$ 121,665,000	\$ (84,658,840)	\$ 17,482,500	\$ 4,811,375	\$ 3,531,694	\$ 6,441,427
NET REV/EXP -	\$ 7,445,923.60	\$ (16,095,861)	\$ (16,095,861)	\$ -	\$ (11,213,582)	\$ 2,744,500	\$ 18,840,361	\$ (1,125,000)	\$ 3,175,000	\$ 3,175,000	\$ 1,175,000
Beginning Carryover	\$ 14,992,083.27	\$ 22,438,007	\$ 22,438,007	\$ -	\$ 22,438,007	\$ 11,224,424.87	\$ (11,213,582)	\$ 13,968,924.87	\$ 12,843,924.87	\$ 16,018,924.87	\$ 19,193,924.87
Revenues	\$ 23,901,106.96	\$ 20,985,299	\$ 20,985,299	\$ -	\$ 14,520,299	\$ 124,409,500	\$ 103,424,201	\$ 16,357,500.00	\$ 7,986,375.00	\$ 6,706,694.00	\$ 7,616,427.00
Expenditures	\$ 16,455,183.36	\$ 37,081,160	\$ 37,081,160	\$ -	\$ 25,733,881	\$ 121,665,000	\$ (84,583,840)	\$ 17,482,500.00	\$ 4,811,375.00	\$ 3,531,694.00	\$ 6,441,427.00
Ending Balance	\$ 22,438,006.87	\$ 6,342,146	\$ 6,342,146	\$ -	\$ 11,224,425	\$ 13,968,925	\$ 7,626,779	\$ 12,843,925	\$ 16,018,925	\$ 19,193,925	\$ 20,368,925

Town of Snowmass Village General Fund 2024 Projected – 2029 Proposed Operating Revenues/Expenditures (inc capital)



Funds Available Chart 2024 Projected – 2029 Proposed





To: Mayor and Town Council
From: Finance Advisory Board
Date: January 28, 2025
Re: A Recommendation Regarding the Mall Transit Center

The Finance Advisory Board (FAB) met on January 28, 2025, to review the funding for the Mall Transit Center and to give a recommendation to the Town Council for their February 3, 2025 meeting. The FAB centered their review by focusing on the new design of the transit center, the 5-year capital improvement program, and reviewed the available funding sources including the federal grant funding of the new project. The most recent design was included in the FAB packet for members to review prior to the meeting.

FAB RECOMMENDATION:

- The FAB concluded that the March 3rd federal grant deadline to commit to the \$13.5M grant is not ideal and puts the Town into a ‘rushed’ position without adequate funding in place for the project.
- The FAB supports moving forward with the incremental phasing of a project. An incremental approach would provide the ability to secure funding for the additional phases towards the bigger/final project.
- Effort should be made to contact the adjacent property owners, the ski company and others that benefit from the project for funding and ask them to financially participate in the larger plan
- The FAB does not support revising the CIP projects and recommends keeping the priorities as is.
- The FAB believes that borrowing \$16M is not viable. The expected revenues and expenditures for the General Fund are not adequate for supporting this level of debt service.
- The FAB wanted to compliment staff for coming up with a good project that was thoroughly evaluated, for procuring grants and other funding and for looking at the total viability of this project.

CONCLUSION:

- The FAB recommends foregoing the \$13.5M Federal Grant and moving forward with the incremental project. The FAB also recommends undertaking a strategic review of the Town’s priorities identified in the capital improvement program and Comprehensive Plan.

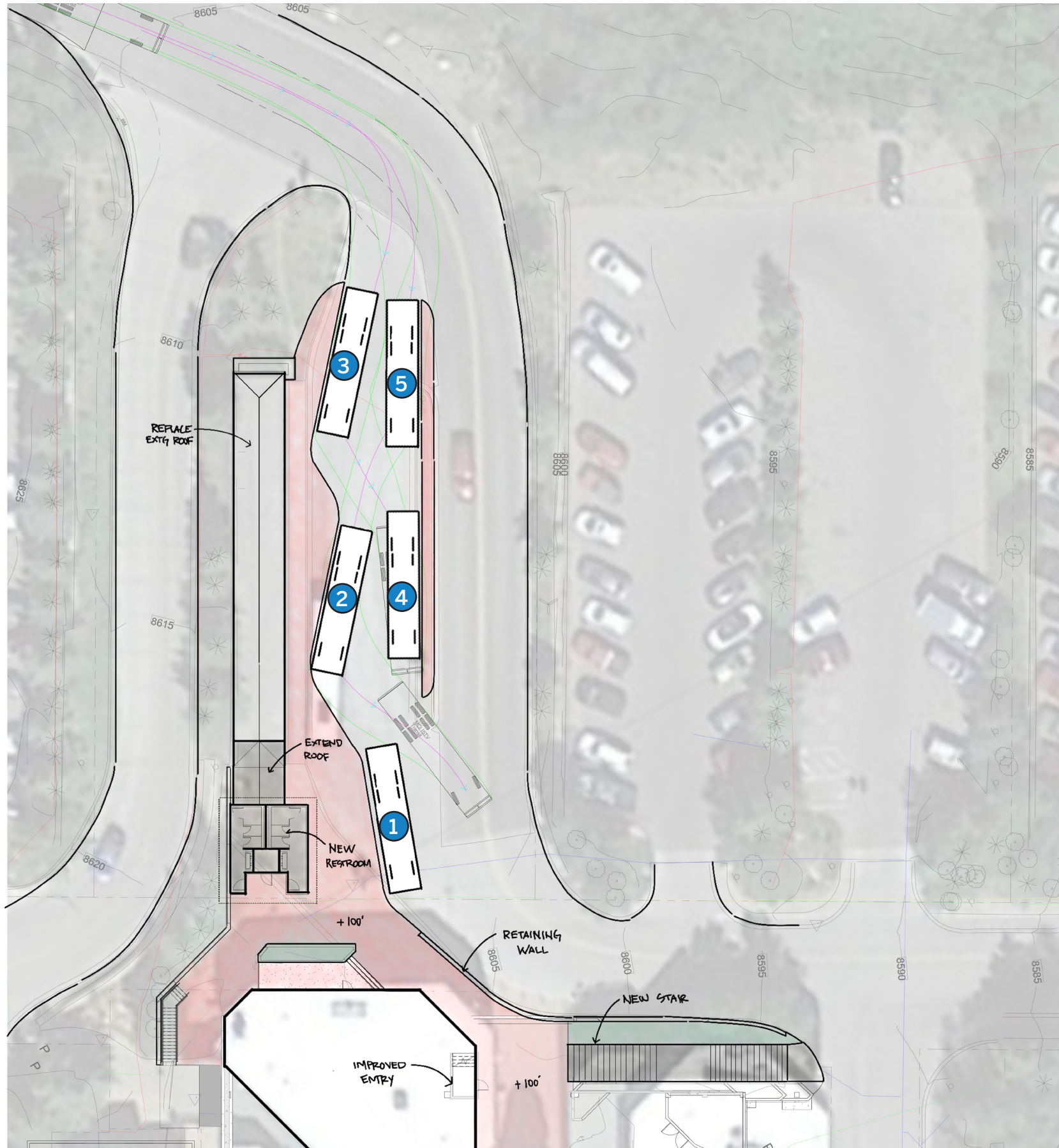


	Parking Lot Width	Drive Lane Width
Lot 1 - 1 Bay	60	16.4
	87	43.4
Lot 2 - 2 Bays		
2U	53	9.4
2L	57	13.4
Lot 3 - 2 Bays		
3U	51	7.4
3L	52	8.4
Lot 4 - 2 Bays		
4U	51	7.4
4L	52	8.4
Lot 5 - 2 Bays		
5U	54	10.4
5L	54	10.4
Lot 6 - 2 Bays		
6U	55	11.4
6L	54	10.4
Lot 7 - 1 Bay	54	10.4
HC Lot 1 (9')		
HC Median (5')		
HC Lot 2 (11')		
Designated		
Non-Designated		
Non-Designated		
Lot 8 - 2 Bays		
8U	55	11.4
8L	51	7.4
Lot 9 - 2 Bays		
9U	53	9.4
9L	52	8.4
Lot 10 - 2 Bays		
10U	53	9.4
10L	52	8.4
Lot 11 - 2 Bays		
11U	52	8.4
11L	50	6.4
Lot 12 - 2 Bays		
12U	52	8.4
12L	54	10.4
Lot 13 - 2 Bays		
13U	38	-5.6
	60	16.4
13L	38	-5.6
	55	11.4

Lot	Bay	Length	Spaces	Total	Extra Length
Lot 1 - 1 Bay					
Private	Left	102	11	11.33	2.97
	Right	142	15	15.11	0.99
Public	Left	120	13	13.33	2.97
	Right	120	13	13.33	2.97
Lot 2 - 2 Bays					
2U	Left	195	18	18.77	8
	Right	250	24	24.06	0.62
2L	Left	310	29	29.84	8.73
	Right	308	29	29.64	6.65
Lot 3 - 2 Bays					
3U	Left	218	21	20.98	-0.21
	Right	134	13	12.89	-0.99
3L	Left	240	23	23.1	1.04
	Right	138	13	13.28	2.91
Lot 4 - 2 Bays					
4U	Left	214	20	20.6	6.23
	Right	180	17	17.32	3.32
4L	Left	210	20	20.21	2.18
	Right	173	16	16.65	6.75
Lot 5 - 2 Bays					
5U	Left	182	17	17.52	5.4
	Right	162	15	15.59	6.13
5L	Left	172	16	16.55	5.7
	Right	160	15	15.4	4.16
Lot 6 - 2 Bays					
6U	Left	172	16	16.55	5.71
	Right	146	14	14.05	0.52
6L	Left	162	15	15.59	6.13
	Right	140	13	13.47	4.88
Lot 7 - 1 Bay					
HC Lot 1 (9')	Left	10.39	1	1	0
HC Median (5')	Left	5.77			0
HC Lot 2 (11')	Left	12.7	1	1	0
Designated	Left	All HC	0	0	0
Designated	Right	26	2	2.5	5.2
Non-Designated	Left	136.14	13	13.1	1.04
Non-Designated	Right	139	13	13.38	3.95
Lot 8 - 2 Bays					
8U	Left	160	15	15.4	4.16
	Right	140	13	13.47	4.88
8L	Left	158	15	15.21	2.18
	Right	142	13	13.67	6.96
Lot 9 - 2 Bays					
9U	Left	233	22	22.43	4.47
	Right	202	19	19.44	4.57
9L	Left	208	20	20.02	0.21
	Right	227	20	21.85	8.83
Lot 10 - 2 Bays					
10U	Left	247	23	23.77	
	Right	223	21	21.46	
10L	Left - Angle	200	19	19.25	0
	Left - Perpendicular	63.6	6	6.12	1.25
	Right	200	19	19.25	2.6
Lot 11 - 2 Bays					
11U	Left	346	33	33.3	3.12
	Right	294	28	28.3	3.12
11L	Left	290	28	27.91	-0.81
	Right	277	26	25.91	-0.81
Lot 12 - 2 Bays					
12U	Left	292	28	28.1	1.09
	Right	263	25	25.31	3.22
12L	Left	300	29	28.87	-1.17
	Right	265	25	25.5	5.195
Lot 13 - 2 Bays					
13U	Left - Public	73	7	7.03	0.312
	Right - Public	83	8	7.99	-0.1
	Left - Pvt	55	6	6.11	0.99
	Right - Pvt	20	2	1.37	-0.18
13L	Left	290	28	27.91	-0.99
	Right	142	13	13.67	6.96
Total Spaces			957		

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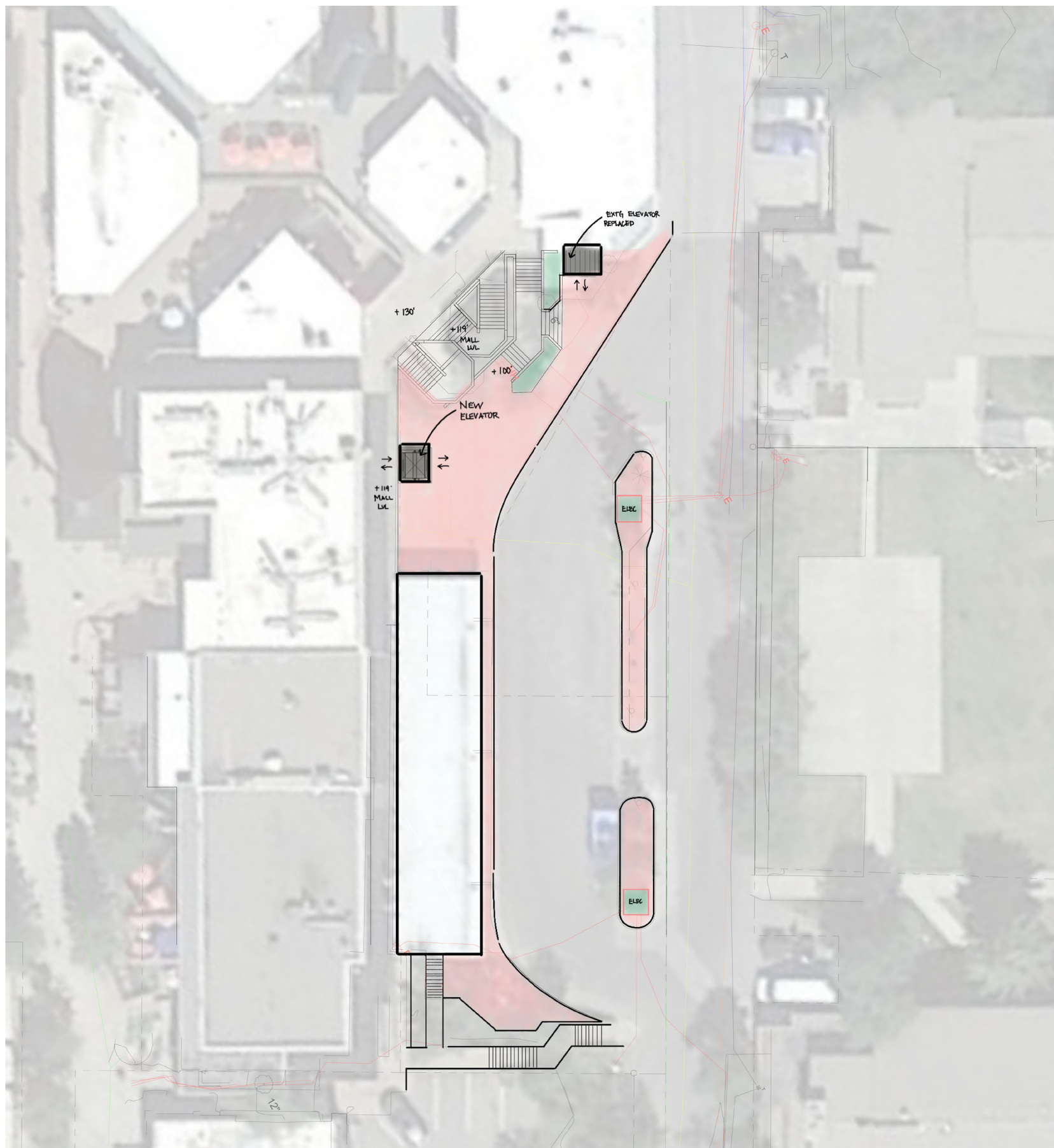
S.Kirk 10/02/14



RFTA TRANSIT

CONCEPT PLAN

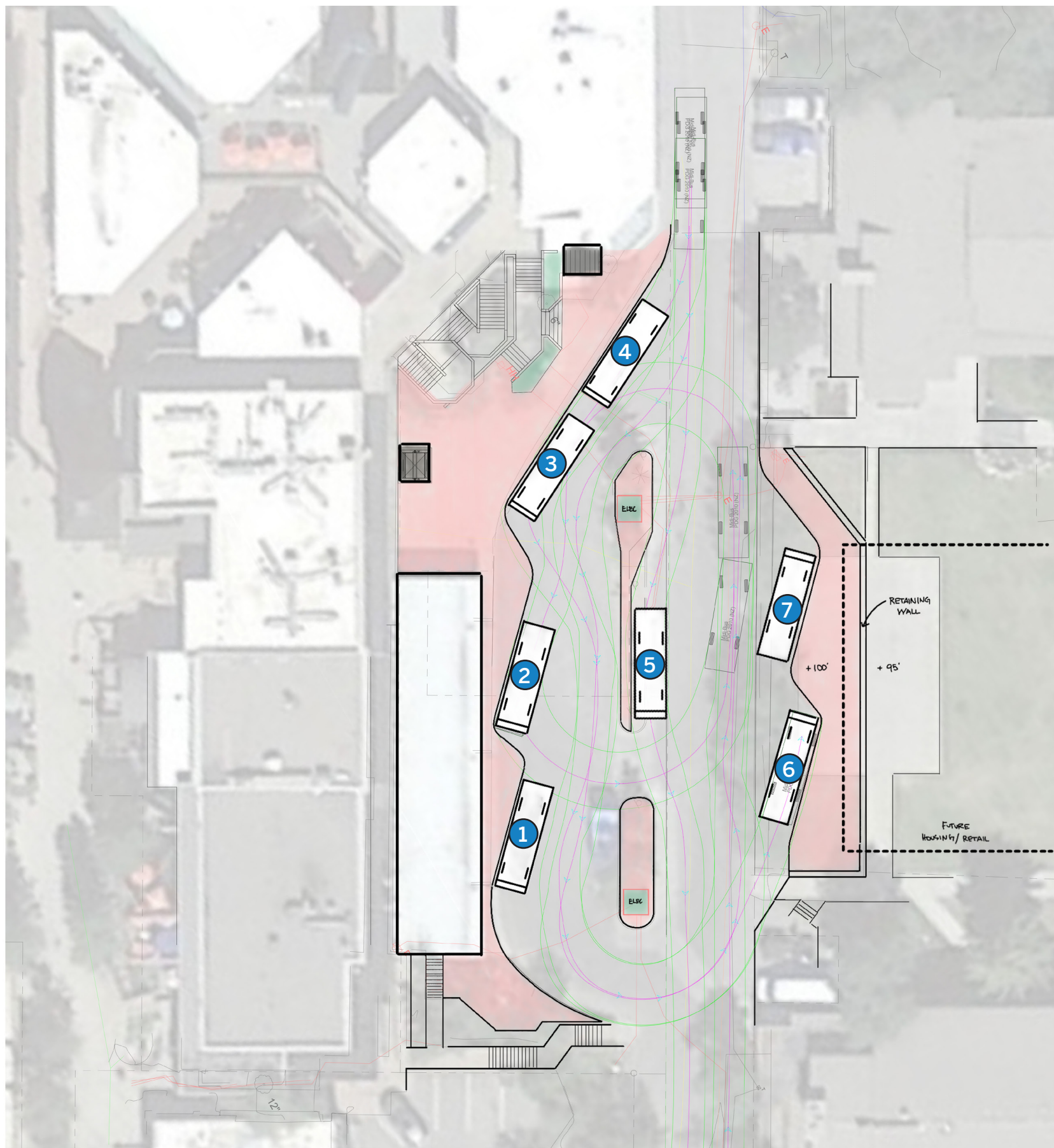
- (3) Independent 40 foot Bus Bays
- (2) Additional Staging Bays, if necessary.
- Bay 4 - If in use, Bay 3 will not be able to leave. Bay 4 can pull into Bay 1 after their departure. Bay 2 can still operate independently.
- Bay 5 - If in use, Bay 3 will not be able to leave. Bay 5 can pull into Bay 2 or Bay 1 after their departure.
- New Public Restroom
- Extension of existing canopy cover
- Saw-tooth bus bays to allow for additional queuing space
- New retaining wall to restrict access to/from Lower Carriage Way
- New Grand Stair access to Daly Lane
- Improved Entry to Incline due to more accessible access to Mall from Transit Station



TOSV TRANSIT

PHASE 1 PLAN

- Renovation of existing elevator with direct access from transit area
- New elevator with direct access from transit area for access to Mall



TOSV TRANSIT

PHASE 2 PLAN

- (4) Independent 30 foot Bus Bays
- (2) Tandem 30 foot Unloading Bus Bays
- Added queuing space with saw-tooth bays
- Potential area for future multi-story commercial space and/or housing over new transit bays
- Bay 4 - If in use, Bay 3 can not be accessed. Bay 4 can pull into Bay 1, 2 & 3.
- (1) Additional Staging Bay or Delivery Vehicle drop-off along island - Bus can only access main transit bays by using turnaround and if Bays 3 & 4 are empty.
- Added queuing space with saw-tooth bays

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

February 3, 2025

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 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.

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) and (b) 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