



Town Council
Tuesday, January 16, 2024
4:00 PM

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

1. CALL TO ORDER

2. ROLL CALL

3. PROCLAMATIONS AND PRESENTATIONS

3.A. YouthZone Update

[Page 3 Agenda Item Summary - YouthZone.pdf](#)

[Pages 4-19 YouthZone Presentation.pdf](#)

4. PUBLIC COMMENT

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

5. CONSENT AGENDA

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

5.A. 2024 Agenda Overview

[Pages 20-23 2024 Agenda Overview.pdf](#)

5.B. Minutes for Approval

[Pages 24-29 12-18-23 TC Minutes - Draft.pdf](#)

6. PUBLIC HEARINGS - QUASI-JUDICIAL HEARINGS

Public Hearings are the formal opportunity for the Town Council to LISTEN to the public regarding the issue at hand. For land use hearings the Council is required to act in a

quasi-judicial capacity. When acting as a quasi-judicial body, the Council is acting in much the same capacity as a judge would act in a court of law. Under these circumstances, the judicial or quasi-judicial must limit its consideration to matters which are placed into evidence and are part of the public record. The Council must base their decision on the law and the evidence presented at the hearing.

7. POLICY/LEGISLATIVE PUBLIC HEARINGS

7.A. Ord No. 1, Series of 2024 - RE Festival Liquor License - First Reading

[Pages 30-31 Agenda Item Summary - Festival Permits.pdf](#)

[Pages 32-33 Ordinance No. 01, Series 2024 Re Festival Permits.pdf](#)

[Pages 34-39 Exhibit A - Festival Permits.pdf](#)

7.B. Ord No. 2, Series of 2024 - RE Amending Code to Incorporate additional permissible uses of Lodging Tax as approved by 2022 election. - First Reading

[Pages 40-41 Agenda Item Summary - Incorporate 2022 Ballot Issue 2C.pdf](#)

[Pages 42-46 Ordinance No. 02, Series of 2024 - Incorporate 2022 Ballot Issue 2C.pdf](#)

[Pages 47-49 Resolution 47, Series of 2002 - Marketing Sales Tax Ballot Question.pdf](#)

[Pages 50-70 Ordinance No. 3, Series of 2016.pdf](#)

[Pages 71-73 Resolution 23, Series of 2022 - Ballot Issue 2C.pdf](#)

[Pages 74 2022 Ballot Issue 2C - Results.pdf](#)

8. ADMINISTRATIVE REPORTS

8.A. Town Park Project Update

[Pages 75-76 Agenda Item Summary - Town Park Owner's Update for TC 1-16-24.pdf](#)

[Pages 77-90 Town Park - Phase I - Progress Update 01.10.24.pdf](#)

8.B. Housing Regulations - Inheritance Discussion

[Pages 91-93 Agenda Item Summary - Housing Inheritance Discussion.pdf](#)

[Pages 94-117 Attachment 1 - Ordinance 17 of 1994.pdf](#)

8.C. Council as non-voting members of Town Boards & Commissions

[Pages 118-120 Agenda Item Summary - Council Members on Town Boards.pdf](#)

9. TOWN COUNCIL REPORTS AND ACTIONS

Reports and Updates

10. ADJOURNMENT

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

January 16, 2024

AGENDA ITEM:

YouthZone Update

PRESENTED BY:

Ali Naaseh-Shahry, Data & Development Specialist, YouthZone

Ali Naaseh-Shahry will be here from YouthZone to provide and update on their mission, programs and services. Ali is the Deputy Development Director at YouthZone. When he is not helping kids and families through the challenges of the judicial system, he enjoys skiing, fishing, and rafting in our beautiful backyard.

The Town Council has approved grant funding for this non-profit since 2005. Their Mission Statement is: YouthZone provided comprehensive assessment and advocacy to inspire healthy relationships between youth, families and communities. They received \$5000 in 2023 and have applied for the same amount for the 2024 Citizen Grant from the Town of Snowmass Village.

ATTACHMENTS:

PDF of YouthZone Presentation

YouthZone

Fiscal Year 23-24

Snowmass Village



01-18-24 TC Packet



4 of 120



MISSION

YouthZone provides comprehensive assessment and advocacy to inspire healthy relationships between youth, families, and communities.

VISION

Hopeful Youth, Strong Families, & Safe Communities

CORE VALUES

Inspire with Integrity, No judgements, Stewardship and believe in Possibilities, Inclusiveness, Restoration and Encouragement



01-18-24 TC Packet



5 of 120



GOALS AND OUTCOMES

- To intervene with youth who exhibit risky, disruptive or criminal juvenile behaviors, YouthZone:
 - Provides youth tools and resources to **reduce risk** and elevate success
 - Supports the entire family unit and promotes **healthier family** relationships
 - Supports **mental health** through coaching, counseling and education
 - Intervenes with **substance** use through intervention, education and counseling
 - Heals communities through **restorative processes**



9th Judicial District and YouthZone



Our organization serves a very diverse and expansive region, encompassing Pitkin, Garfield, Rio Blanco, and Eagle counties.

SCREENING FOR POSITIVE YOUTH DEVELOPMENT

**Evidence Based: Sensitive to program effectiveness, completion, and client recidivism. The screener includes 60 questions, of which seven are identifying and demographic. Staff collect quality screening answers, as well as assets and risks. The screener is at a 7th-grade reading level and takes about 15 minutes to complete.*

The YouthZone survey measures the following five domains:

- Substance Use
- Alcohol Use
- Optimism and Problem Solving
- Delinquency and Community Engagement
- Trauma



01-18-24 TC Packet



8 of 120



PROGRAMS & SERVICES

Youth Services

Assessments – Youth and Family
Youth Advocacy - Case Management
Counseling – Individual
Substance Use Counseling & Education
Restorative Justice
Victim/Offender Mediation
Teen Groups
Useful Public Service
Deferred Sentencing Programs through Courts
Diversion
Life Skills Classes
Youth Coaching
CYDC Detention Screening 9th District

Parent Support

Parent Consultation
Parent Education
Family Mediation

[Online Referral Form](#)

www.youthzone.com₉

COST AND SCOPE OF SERVICES

- \$150 fee per family to initiate services
- Average overall cost per youth is \$2,000
- In FY22-23, YouthZone provided 488 assessments to 397 unique youth
- Approximately 1500 additional community members served
- Anticipated numbers stable next year



FOCUS ON BARRIERS

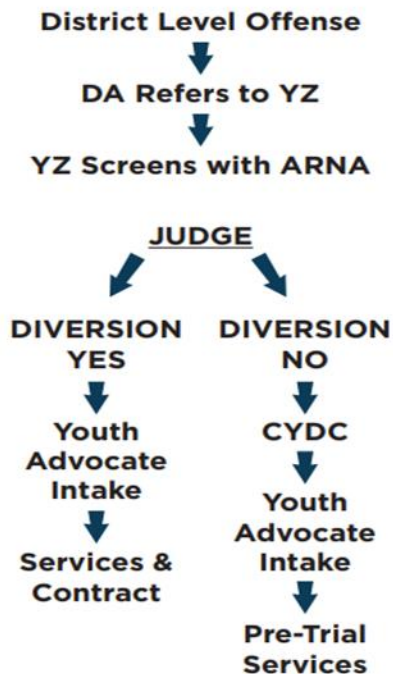


- YouthZone utilizes grants and charitable donations in order to subsidize or eliminate the cost for families if payment is a barrier
- YouthZone has satellite offices from Parachute to Aspen for our staff to travel into our communities and provide services to eliminate the challenge of transportation
- YouthZone has bilingual staff and 24/7 interpretation services to provide services in the preferred language of the family
- Cost of Living increase, housing challenges and childcare require significant attention in all fundraising efforts in order to attract and retain staff

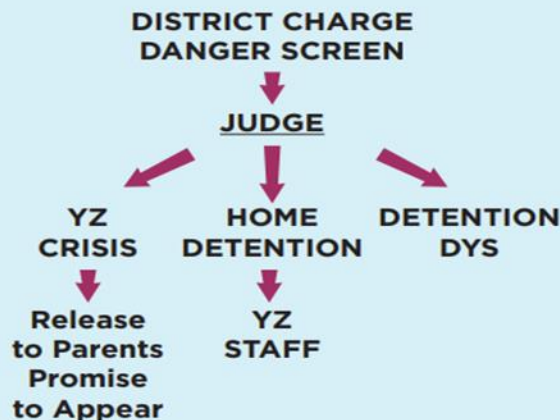
ASPEN TO PARACHUTE YOUTH REFERRALS

When youth engage in behaviors that lead to or have the qualities of behaviors that are ticketable and lead to or could lead to legal engagement

DIVERSION



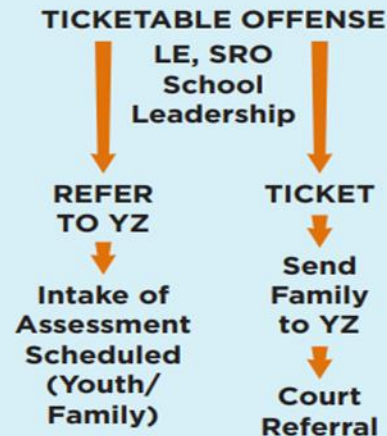
CYDC



MUNICIPAL/COUNTY



DIRECT REFERRAL

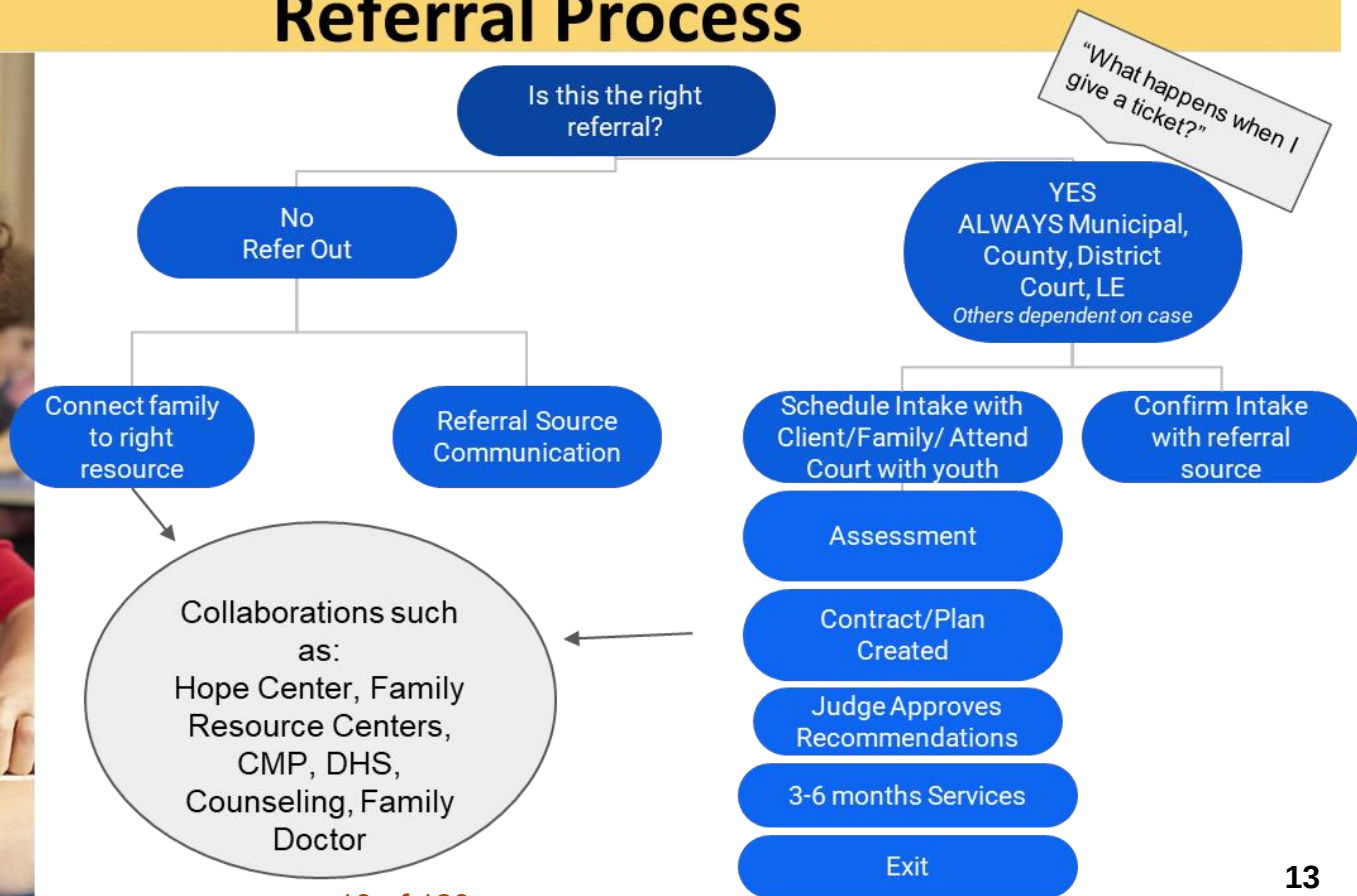


3-6 MONTHS

Referral Process



01-16-24 TC Packet



CYDC Crisis Screen Protocol



Phone #: 970-618-8390

Give to dispatch and have them call

24/7

Mandatory:

- District Court Warrant
- District level offense for which the **arresting officer determines the juvenile is a danger to themselves or the community**
- Can be conducted at the PD if juvenile is in custody
- Can be conducted at YouthZone or via phone if delayed due to low risk
 - Domestic violence offenses
 - Juvenile in possession of weapons offenses
 - All out-of-area county court warrants

Not conducted for:

- Municipal Warrants (in or out of state)
- Status Offenses
- Runaways

Requirements:

- Juvenile must pass mental health hold prior to screening
- Affidavit for warrantless arrest OR the warrant

ORGANIZATION-WIDE DEMOGRAPHICS

- 62% male, 37% female, 1% non-binary
- 53% Caucasian; 41% Latino; 2% African American; 2% multi racial; 2% Asian American, Native American, or other
- 65% of referrals come straight from court. Common charges include:
 - Possession of marijuana
 - Possession of alcohol
 - Petty theft
 - Nicotine vaping
 - Assault and battery
- 29% of referrals are from schools and pre-ticket law enforcement contact. This allows YouthZone to provide prevention services prior to formal engagement with the judicial system.



IMPACT

- 91% of clients did not reoffend while working with YouthZone
- 88% completed their contracts successfully.
- 30% of clients who completed a post survey self-reported improvement in at least one metric
 - 19% improved in alcohol use
 - 20% improved in delinquency
 - 20% improved in optimism
 - 19% improved in substance use
 - 15% improved in trauma

PITKIN COUNTY

- 32 unique clients
- 62% male, 38% female
- 58% Caucasian, 33% Latino, 2% Asian American, 2% African American, 2% Multiple Races, 2% Other Races.
- 45% court referrals and 50% school and law enforcement referrals
- Top charges include possession of marijuana, possession of alcohol, vaping/nicotine, criminal mischief, and petty theft
- 94% non-reoffense rate and 92% successful completion rate
- 27% reported improvement in at least one post-survey area

SNOWMASS VILLAGE

- 6 unique clients
- 43% male, 57% female
- 43% Caucasian, 29% Latino, 14% Asian American, 14% African American, and 14% Multiple Races.
- 80% court referrals and 20% school referrals
- Top charges include possession of marijuana, theft/breaking and entering, and criminal mischief.
- 100% non-reoffense rate and 100% successful completion rate
- 25% reported improvement in at least one post-survey area

Contact:

Jami Hayes, Executive Director

970-309-4634

Glenwood Springs Office

970-945-9300

Rifle Office

970-625-3141

Donations to support our work can be made at:

www.youthzone.com

DRAFT 2024 Agenda Items

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

Topic to incorporate:

- E-bikes
- Collective Update RE programing (February?)

Tuesday Jan 2, 2024 – Regular Meeting

- Reso RE Public Notice location
- Housing inheritance discussion
-

Monday Jan 8 – Special Meeting/Regular Meeting

GID Meeting – set Mill Levy

- Sister Cities – Shimukappu, Japan reps
- Proclamation - Shimukappu
- Town's Mill Levy Resolution
- Start a discussion on potential outdoor lighting regulations

Tuesday Jan 16 – Regular Meeting

- YouthZone update
- Mountain View slide show
- Town Park update
- General Discussion Council appointment as Liaison to B & Cs
- Festival Liquor License first reading
- Lodging tax update first reading
- Hosing Inheritance discussion

Monday Feb 5 – Regular Meeting

- Reso designating High Impact Events & Construction restrictions (before March 1st)
- Draw Site Land Use Review? (depending on PC approval)
- Snowmass Mall Incremental Transit Enhancements
- Potential Snowmass Mall Redevelopment idea Discussion

Monday February 12 – Work Session

- Downtowner/ Transit Update
-

Tuesday Feb 20 – Regular Meeting

- Collective Update – Sarah Sander/EastWest

Monday March 4 – Regular Meeting

As Of: Thursday, January 11, 2024

DRAFT 2024 Agenda Items

EOTC – Thursday March 7 – Pitkin County

Monday March 11 – Work Session

- Update on Council goals:
 - Supporting Locally owned and serving businesses and Community Engagement
 - Follow up to 12/18/23 discussion with Tourism Dept
-

Monday March 18 – Regular Meeting

- Reso for CGRB recommendations and dist of funds
- Adopt Grant Criteria for 2024-25 grant Cycle – reso?

Monday April 1 – Regular Meeting

Monday April 8 – Work Session

Monday April 15 – Regular Meeting

Monday May 6 – Regular Meeting

Monday May 13 – Work Session

Monday May 20 – Regular Meeting

Monday June 3 – Regular Meeting

EOTC – Thursday June 6 – Twon of Snowmass Village

Monday June 10 – Work Session

Monday June 17 – Regular Meeting

Monday July 1 – Regular Meeting

Monday July 8 – Work Session

- B & C application & appointment procedure update
-

Monday July 15 – Regular Meeting

Monday Aug 5 – Regular Meeting

- Election Reso Re IGA with Pitkin
- Election – Reso Re Ballot Language

As Of: Thursday, January 11, 2024

DRAFT 2024 Agenda Items

-

Monday Aug 12 – Work Session

Monday Aug 19 – Regular Meeting

EOTC – Thursday August 22 – Pitkin County

Tuesday Sept 3 – Regular Meeting

- Review Leash Laws

-

Monday Sept 9 – Work Session

Monday Sept 16 – Regular Meeting

Monday Oct 7 – Regular Meeting

- Budget

-

Monday Oct 14 – Work Session

- Budget

Monday Oct 21 – Regular Meeting

- POST Grant – 1st reading?

EOTC – Thursday October 24 – City of Aspen

Wednesday Nov 6 – Regular Meeting

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

Tuesday Nov 12 – Work Session

Monday Nov 18 – Regular Meeting

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

Monday Dec 2 – Regular Meeting

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

-

Monday Dec 9 – Special Meeting

As Of: Thursday, January 11, 2024

DRAFT 2024 Agenda Items

- GID Meeting – set Mill Levy

Monday Dec 16 – 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
 - Marketing
 - Grants – Recent Awards; Review of Criteria; Purpose, etc.
 - SAAB
 - Planning



Town Council
Town Council Meeting Minutes
Monday, December 18, 2023

4:00 PM

130 Kearns Road

Town Council Chambers

Snowmass Village, CO, 81615

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

Mayor Madsen called to order the Regular Meeting of the Snowmass Village Town Council on Monday December 18, 2023, at 4:01 pm.

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

1) CALL TO ORDER

4:01pm

2) ROLL CALL

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

Council Members Absent: none

Staff Present: Clint Kinney, Town Manager; Jeff Conklin, Town Attorney; Greg LeBlanc, Assistant Town Manager; Virginia, McNellis, Marketing Director; Shane Vetter, Special Events Producer; Drew Welsheimer, Group Sales Director; Betsy Crum, Housing Director; and Megan Harris Boucher, Town Clerk.

Public Present: Wendy Harris and Lucy Peterson.

32 3) **PROCLAMATIONS AND PRESENTATIONS**

33 4) **PUBLIC COMMENT**

34 None.

35 5) **CONSENT AGENDA**

36 5.A) 2024 Town Council Draft Agendas

37 [Pages 3-6 2024 Agenda Overview](#) 

38 5.B) Minutes for Approval

39 [Pages 7-12 12-04-23 TC Minutes - DRAFT](#) 

40 5.C) Ordinance 13 RE Miscellaneous Amendments to Chapters 7, 10, 18 - Second Reading

41 [Pages 13-15 Agenda Item Summary - Ord 13 RE Miscellaneous Amendments to](#)
42 [Chapters 7, 10, 18 - Second Reading](#) 

43 [Pages 16-32 Ordinance 13 of 2023 - Miscellaneous Code Amendments to Chapters 7](#)
44 [10 and 18 - 2nd](#) 

45 5.D) Ordinance 14 RE Eliminate Board of Appeals - Second Reading

46 [Pages 33-34 Agenda Item Summary - Ord 14 RE Eliminate Board of Appeals -](#)
47 [Second Reading](#) 

48 [Pages 35-36 Ordinance 14 of 2023 - Eliminate Board of Appeals - 2nd](#) 

49 5.E) Resolution RE Delinquent Solid Waste Fees

50 [Pages 37 Agenda Item Summary - Delinquent Solid Waste Fees](#) 

51 [Pages 38-40 Resolution 32 of 2023 RE Solid Waste Fees](#) 

52 [Pages 41-212 Exhibit A Certified Solid Waste](#) 

53 Council requested that housing guidelines & regulations be added to an upcoming
54 agenda to continue the discussion and make decisions. Town Attorney Jeff Conklin
55 clarified that there are some provisions of the Code which are also reflected in the
56 Housing Regulations. In an effort to sync them all, Council will need to pass an
57 Ordinance – Council suggested Jan 16th's meeting.

58 Conklin noted the change in Resolution No. 32, Series 2023 regarding Solid Waste
59 Fees. Conklin added language so staff can update the list (exhibit A) as people pay
60 before it goes to Pitkin County.

Councilmember Fridstein motioned to approve the Consent Agenda with Ordinance No. 13 and 14 for Second Reading. Councilmember Gustafson seconded. Roll Call Vote: Councilmember Shenk, yes. Councilmember Marolt, yes. Councilmember Fridstein, yes. Councilmember Gustafson, yes. Mayor Madsen, yes. All in Favor. None opposed.

6) PUBLIC HEARINGS - QUASI-JUDICIAL HEARINGS

7) POLICY/LEGISLATIVE PUBLIC HEARINGS

8) ADMINISTRATIVE REPORTS

8.A) [Resolution RE Contract approving purchase of Lot 2 of the Timbers PUD](#)

[Pages 213-214 Agenda Item Summary - Real Estate Contract - Faraway Apartments](#)

[Pages 215-216 Resolution 34 of 2023 RE Real Estate Contract - Faraway Apartments](#)

[Pages 217-240 Real Estate Contract - Faraway Apartments - Exhibit - Signed Contract](#)

Conklin summarized the background and history of the property, describing the process of subdividing the two parcels, creating a 2-lot subdivision, allowing for the opportunity for the town to buy from the Aspen School District one of those parcels. This Resolution would ratify Clint's signature on the real estate contract and allow the process to move forward with do diligence followed but pursuing a Land Use application to subdivide the property. Idea is to preserve current deed restriction designation and ensure that these units will remain employee housing for the TOSV workforce housing. Protects the property for deed restriction inventory.

JC and staff will be checking that no other housing in SMV

Councilmember Shenk motioned to approve Resolution 34, Series of 2023. Councilmember Marolt seconded. All in favor.

8.B) [Business Survey Results & Discussion](#)

[Pages 241-242 Agenda Item Summary RE Business Survey Results & Discussion](#)

[Pages 243-263 Business Survey Results](#)

Town Manager Clint Kinney summarized the agenda item regarding Council goal to support locally owned and locally serving businesses with the recent Share a Drink with Council Event and the Business Survey.

Virginia, McNellis, Marketing Director; Shane Vetter, Special Events Producer; Drew Welsheimer, Group Sales Director; joined Kinney for the discussion with Council.

Areas of concern for businesses and discussion topics included: need for more workforce housing; staffing retention and hiring, job fairs vs jobs campaign; high retail rental pricing; support for new SMV employees through Snowmass 101 training; bringing info to front line staff in the Village; Town sponsored events like S'mores and Thursday night concerts impact on local businesses; Common Consumptions District formation in Base Village but not yet formed in the Mall; new Festival Permit option; marketing efforts for events; Business resources from Town Marketing & Tourism Department; Base Village Conference Center space; Group Sales working with properties individually to support and fill beds; plan events during shoulder season/off season vs not plan events and protect off season as slower time for locals; opportunities in the fall for events; expansion of the IceAge Discovery programming; and locally promoted and regularly held programming.

Discussion continued on several subjects including: marketing efforts for winter events geared to locals; Winterskol changing dates for next year to December 2024; highlighting local non-profits; connecting community to existing resources and events; community buy-in; building community events knowing that what is good for the locals is good for the visitors; idea of a winter festival with a farmers market feel; Mall Hop event; and the idea of continuing the hold SMV has on Thursday nights and program in the winter as well.

Council emphasized community engagement to support local businesses. Council would like to bring this back to a future Town Council work session to continue the discussion and narrow down the focus.

8.C) [Resolution appointing new members to various Boards](#)

[Pages 264-266](#) [Agenda Item Summary Appointing New Members to B & Cs](#)
[Pages 267-268](#) [A. Resolution 35 of 2023 RE Various Board Appts - DRAFT for CGRB and MGSSE and SAAB](#)
[Pages 269-270](#) [B. Resolution 36 of 2023 RE Various Board Appts - DRAFT for PTRAB, EAB, FAB & POSTR](#)
[Pages 271-294](#) [C. Municipal Codes for B & C](#)

Town Clerk Megan Harris Boucher summarized the agenda item and opened discussion to Council to determine which applicants for which boards. Council discussed each applicant and every open seat on Town Boards.

Council decided:

Citizens Grant Review Board
Caroline Heivly

Marketing, Group Sales & Special Events Board
Jami Downs
Tim McMahon

154 Guion Stewart-Moore
155 Deric Gunshor – SkiCo
156
157 Snowmass Arts Advisory Board
158 Gray Warr
159 Lindsay Fortier
160 Lois Upper
161 Leslie Desmond
162 Geoff Kanter

163
164 Environmental Advisory Board
165 Mike Steiner – Holy Cross
166 Andrew Wickes
167 Rebecca Paschal
168 Shashi Neerukunda

169
170 Financial Advisory Board
171 Andrew Light
172 David Rachofsky
173 Phil Sirianni

174
175 Parks, Open Space, Trails & Recreation Advisory Board
176 Brett Beavers
177 Alycia Gillis
178 Ellen McCready
179 John Sweeney
180 Suzanne Van Etten
181 Charlie Singer
182 Duncan Mendelsohn

183
184 Part-Time Residents Advisory Board
185 Jeff Steinberg

186
187 Boucher will contact Ian Long, Darrell Smith, Ed Mettelman and Dana Weinrot thanking
188 them for their application and encourage them to attend meetings and reapply in the fall.

189
190 Councilmember Fridstein motioned to approve Resolution 35, Series of 2023.
191 Councilmember Marolt seconded. All in favor.

192
193 Councilmember Fridstein motioned to approve Resolution 36, Series of 2023 amended
194 to include appointments as proposed and slated on the whiteboard. Councilmember
195 Shenk seconded. All in favor.

196
197 9) [TOWN COUNCIL REPORTS AND ACTIONS](#)

Councilmember Gustafson reminded all that the delegation from Shimukappu will be here January 8th. Gustafson briefly reported NWCCOG putting together their small business development center and will be a great resource. Big community thank you for all who attended the fundraiser for Jason.

Councilmember Fridstein reported that the CORE Board is currently meeting and Council will need to discussion on if TOSV Council would like to continue on CORE and how much to contribute to CORE. Madsen and Fridstein plan to attend the Watershed collaborative scheduled for the next day.

Councilmember Marolt and Mayor Madsen have Nordic Council coming up.

Councilmember Shenk invited the community to the Sister Cities event Sunday January 7th in the Aspen District Theatre to celebration of 30th anniversary. Shenk attended the RFTA meeting where they discussed Dan is retiring and the succession plan. RFTA also had a presentation on their housing program project. Shenk mentioned the passing of long-time local Sue Ellen Smedstad and noted her numerous contributions to the community.

Mayor Madsen also attended the RFTA and noted that 20% of drivers live in RFTA housing and lot live down valley. Ridership is down 12% overall. Staffing looks stronger. They have some good candidates to fill Dan's shoes. Madsen's upcoming meetings include the Watershed Collaborative and a Jazz Aspen meeting.

10) ADJOURNMENT

Councilmember Shenk motioned to adjourn. Councilmember Fridstein seconded. All in favor.

Adjourned at 6:10pm

The Snowmass Village Town Council approved this set of meeting minutes at their Regular Meeting on Tuesday, January 16, 2024.

Submitted By,

Megan Harris Boucher, Town Clerk

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

January 16, 2024

AGENDA ITEM:

Ordinance No. 1, Series of 2024 – An Ordinance Amending Chapter 2, Article XI – Liquor Licensing Authority - of the Municipal Code to Update Statutory References and Authorize Festival Permits

PRESENTED BY:

Jeff Conklin, Town Attorney

BACKGROUND:

In 2021, the Colorado legislature amended the Colorado Liquor Code to create a new type of liquor license - a “festival permit.” Unless a local government creates a local festival permit, only a state permit is required.

The festival permit law authorizes the holder of certain existing liquor licenses to obtain a festival permit to hold festivals where they may conduct joint tastings and engage in any retail operations authorized by their underlying licenses or permits. Licensees may obtain a permit to hold up to 9 festivals in 12 months, with each festival lasting no longer than 72 hours. Festivals can include Oktoberfest-type events, with either local or non-local vendors participating. All licensees can participate at the same festival: wineries, breweries, distilleries, restaurants, and bars.

Many of the events that currently function like a “festival” are through a special event liquor permit, which requires the sponsorship of a nonprofit entity. A festival permit does not require a nonprofit entity.

This Ordinance creates a local festival permit and allows the Town to exercise greater control over any festivals. The Ordinance requires that a festival permit be applied for at least 90 days prior to any festival and that a licensee also obtain an applicable special event permit for the land use component of a festival. Upon application, the Town can review elements such as boundaries, signage, ingress/egress, hours of operation, security, etc.

This Ordinance also makes several “clean up” changes to update statutory references.

FINANCIAL IMPACT:

N/A

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

N/A

COUNCIL OPTIONS:

1. Approve Ordinance No. 1, Series of 2024 on First Reading and Set the Second Reading for February 5, 2024.
2. Approve Ordinance No. 1, Series of 2024 on First Reading with amendments and set the Second Reading for February 5, 2024
3. Deny Ordinance No. 1, Series of 2024 on First Reading.

STAFF RECOMMENDATION:

Town Staff recommends that Town Council make a motion to approve Ordinance No. 1, Series of 2024 on First Reading and Set the Second Reading for February 5, 2024.

ATTACHMENTS:

Ordinance No. 1, Series of 2024

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

3
4 **ORDINANCE NO. 1**
5 **SERIES OF 2024**
6

7 **AN ORDINANCE AMENDING CHAPTER 2, ARTICLE XI – LIQUOR LICENSING**
8 **AUTHORITY - OF THE SNOWMASS VILLAGE MUNICIPAL CODE TO UPDATE**
9 **STATUTORY REFERENCES IN THE ARTICLE AND AUTHORIZE THE LOCAL**
10 **LIQUOR LICENSING AUTHORITY TO ISSUE ALCOHOL BEVERAGE FESTIVAL**
11 **PERMITS**
12

13 WHEREAS, during the 2018 legislative session, the Colorado General Assembly
14 enacted House Bill 18-1025 relocating laws related to the regulation of alcohol beverages
15 from Title 12, Colorado Revised Statutes, to a new Title 44 as part of the organizational
16 recodification of Title 12; and
17

18 WHEREAS, during the 2021 legislative session, the Colorado General Assembly
19 enacted Senate Bill 21-082 authorizing certain alcohol beverage licensees to file an
20 alcohol beverage festival permit application with the state licensing authority, which if
21 issued, would allow the licensee to hold up to, but no more than, nine festivals during the
22 twelve months after the festival permit is issued; and
23

24 WHEREAS, Senate Bill 21-082 authorizes a local licensing authority to create a
25 local permit for alcohol beverage festivals; and
26

27 WHEREAS, if the Town elects not to implement a local permit for alcohol beverage
28 festivals, the licensee need only obtain a state permit to hold the festival; and
29

30 WHEREAS, the Town wishes to amend the Code to reflect the recodification of the
31 alcohol beverage regulations that were relocated from Title 12 to Title 44 of the Colorado
32 Revised Statutes; and
33

34 WHEREAS, the Town Council finds that requiring a local permit for alcohol
35 beverage festivals is in the best interests of the Town because it affords the Town the
36 opportunity to review, comment on, and consider appropriate conditions for alcohol
37 beverage festivals occurring within the Town; and
38

39 WHEREAS, Town Council finds and determines that it is in the vest interests of
40 the Town to update and amend the Code for alcohol beverage festival permits as set forth
41 herein. The Town Council finds that the adoption of this Ordinance is reasonable and
42 necessary to promote the legitimate public purposes of public health, safety and welfare.
43

44
45 NOW, THEREFORE, BE IT ORDAINED, by the Town Council of the Town of
46 Snowmass Village, as follows:

- 47
48 1. Recitals. The foregoing recitals are incorporated herein as findings of the Town
49 Council.
50
51 2. Text Amendments. The Town of Snowmass Village Municipal Code is hereby
52 amended as shown on **Exhibit A**, which is incorporated into this Ordinance by
53 reference.
54
55 3. Severability. If any provision of this Ordinance or application hereof to any person
56 or circumstance is held invalid, the invalidity shall not affect any other provision or
57 application of this Ordinance which can be given effect without the invalid provision
58 or application, and, to this end, the provisions of this Ordinance are severable.
59
60 4. Effective Date. This Ordinance shall be effective 14 days after final publication in
61 accordance with the Town of Snowmass Village Home Rule Charter.
62

63 READ, APPROVED AND ADOPTED by the Town Council of the Town of
64 Snowmass Village on First Reading on _____, 2024, upon a motion
65 by Council Member _____, the second of Council Member _____,
66 and upon a vote of _____ in favor and _____ against.
67

68 READ, APPROVED AND ADOPTED as amended, by the Town Council of the
69 Town of Snowmass Village on Second Reading on _____, 2024, upon
70 a motion by Council Member _____, seconded by Council Member
71 _____, and upon a vote of ___ in favor and ___ against.
72

73 **TOWN OF SNOWMASS VILLAGE**
74
75
76

77 _____
78 Bill Madsen, Mayor

79
80 ATTEST:

81 _____
82 Megan Harris Boucher, Town Clerk

83 APPROVED AS TO FORM:
84

85 _____
86 Jeff Conklin, Town Attorney

EXHIBIT A
AMENDMENT TO THE TOWN CODE

Chapter 2, Article XI is amended as follows:

Additions shown in **bold and underline**. Deletions shown in ~~strike through~~.

Secs. 2-251. Reserved.

Secs. 2-252. Reserved.

Secs. 2-253. Reserved.

Secs. 2-254. Reserved.

Sec. 2-255. Staff assistance.

Technical assistance and services shall be provided to the Municipal Judge as the Hearing Officer of the Liquor Licensing Authority by the Town staff upon request of the said officer.

Secs. 2-256. Reserved.

Secs. 2-257. Reserved.

Sec. 2-258. Rules and regulations.

The Municipal Judge as Hearing Officer ~~as~~ **for** the Liquor Licensing Authority is hereby expressly authorized and empowered to promulgate reasonable rules and regulations as are necessary and proper to govern proceedings before it and may delegate its authority regarding the issuance of Temporary Permits, **Festival Permits** and Special Event **Liquor** Permits to an official, provided that such rules and regulations shall not be in conflict with the applicable provisions of the laws of the State and regulations made pursuant thereto, this Code or the Charter.

Sec. 2-259. Application of state statutes.

Pursuant to declaration by the General Assembly, the Colorado Beer Code, Section ~~12-46-101~~ **44-4-101**, et seq., C.R.S., the Colorado Liquor Code, Section ~~12-47-101~~ **44-3-101** et seq., C.R.S., and Special Event **Liquor** Permits **Code**, Section ~~12-48-101~~ **44-5-101** et seq., C.R.S., as they presently exist or may hereafter be amended, shall apply to the sale of fermented malt beverages, alcoholic beverages, special malt liquors, spirituous liquors and vinous liquors in the Town.

Sec. 2-260. Definitions.

As used in this Article, unless the context otherwise requires, all terms shall be defined as set forth in the ~~provisions of the Colorado Beer Code, the Colorado Liquor Code and Special Event Permits~~ **Colorado Revised Statutes, Title 44, Articles 1, 3, 4 and 5**, as the definitions presently exist or may hereafter be amended.

Sec. 2-261. Local license fees.

The maximum fees prescribed in the ~~Colorado Beer Code, the Colorado Liquor Code and Special Event Permits~~ **Colorado Revised Statutes, Title 44, Articles 1, 3, 4 and 5** which may be collected by a local licensing authority shall be collected, except as specifically waived or modified by a resolution of the Town Council.

Sec. 2-262. Optional premises.

- (a) Optional premises license and optional premises for a hotel and restaurant license may be issued by the Town Clerk.
- (b) The following standards shall be applicable to the issuance of a license under this Section, in addition to all other applicable standards set forth in the Colorado Liquor Code for optional premises license and optional premises for a hotel and restaurant license.
 - (1) Eligible facilities. Outdoor sports and recreational facilities as defined in Section ~~42-47-103(13.5)~~ **44-3-103(33)(b)**, C.R.S., as it presently exists or may hereafter be amended, are eligible for licensing as an optional premises or an optional premises for a hotel and restaurant.
 - (2) Number of optional premises. There are no restrictions on the number of optional premises which any one (1) licensee may have on an outdoor sports or recreational facility.
 - (3) Minimum size of facility. There is no restriction on the minimum size of an outdoor sports or recreational facility which would be eligible for issuance of an optional premises license or optional premises for a hotel and restaurant license.
- (c) The application for an optional premises license or optional premises for a hotel or restaurant license shall be accompanied by the following:
 - (1) A map or other drawing illustrating the outdoor sports or recreational facility boundaries and the approximate location of each optional premises requested;
 - (2) A description of the method which shall be used to identify the boundaries of the optional premises when it is in use; and
 - (3) A description of the provisions which have been made for storing malt, vinous and spirituous liquors in a secured area on or off the optional premises for the future use on the optional premises.

Sec. 2-263. Tastings.

- (a) Definition. *Tastings* means the sampling of malt, vinous or spirituous liquors that may occur on the premises of a retail liquor store licensee or liquor-licensed drugstore licensee by adult patrons of the licensee pursuant to the provisions of Section ~~12-47-301(10)~~ **44-3-301(10)**, C.R.S.
- (b) Authorization. The Town hereby authorizes tastings to be conducted by retail liquor store or liquor-licensed drugstore licensees in accordance with this Section and pursuant to Section ~~12-47-301(10)(a)~~ **44-3-301(10)**, C.R.S., and subject to approval by the Town Clerk. It is unlawful for any person or licensee to conduct tastings without first having obtained a permit to do so in accordance with this Section.
- (c) Application for Permit. A retail liquor store or liquor-licensed drugstore licensee who wishes to conduct tastings shall submit an application for a permit to the Town Clerk on forms supplied by the Town Clerk's Department. Such application shall be accompanied by a nonrefundable annual fee as set.
- (d) Term. The tastings permit shall be valid for a period of one (1) year, and shall run and expire concurrently with the license of the retail liquor store or liquor-licensed drugstore; provided, however, that the first tastings permit issued to a retail liquor store or liquor-licensed drugstore licensee shall be valid only until the expiration of the current liquor license.
- (e) Limitations. Tastings shall be subject to the limitations set forth in Section ~~12-47-301(10)(a)~~ **44-3-301(10)**, C.R.S.; and tastings shall be subject to the limitations set forth by the ~~above statute~~ **Town Clerk's Department and Liquor Licensing Authority**, as may be amended from time to time ~~by the Town Clerk's Department~~.

Sec. 2-264. Educational requirements.

Every liquor licensee who possesses a liquor license that permits serving of alcohol by the drink on the licensed premises shall have its registered manager and/or a designated server obtain and keep current a certificate of completion from an educational program of training for intervention procedures for servers of alcohol. Copies of current certificates of completion shall be filed with the Town Clerk for the Liquor Licensing Authority, together with an application for a new liquor license or the renewal of an existing liquor license. Failure to timely submit a certificate of completion by any applicant may be considered by the Hearing Officer ~~as Liquor Licensing Authority~~ at the hearing determining the application for a new liquor license or renewal of an existing liquor license.

Sec. 2-265. ~~Reseal and removal.~~ **Reserved.**

~~In accordance with Section 12-47-411(3.5), C.R.S., a hotel or restaurant licensed pursuant to this Section may permit a customer of the hotel or restaurant to reseal and remove from the licensed premises one (1) opened container of partially consumed vinous liquor purchased on the premises so long as the original container did not contain more than seven hundred fifty (750) milliliters of vinous liquor.~~

Sec. 2-266. Purpose and authority.

- (a) It is the purpose of this Section for the Town to exercise its local option to allow common consumption areas in the Town by establishing an Entertainment District as provided in Section ~~12-47-301(11)~~ **44-3-301(11)**, C.R.S.
- (b) The Town Council grants the authority to the Town Clerk to: certify and decertify promotional associations; designate the location, size, security and hours of operation of common consumption areas; and allow attachment of licensed premises to common consumption areas.

Sec. 2-267. Operational requirements of promotional associations and common consumption areas.

- (a) The size of the common consumption area shall not exceed the area approved by the Snowmass Village Town Council; however, the promotional association may make such area smaller at any time, provided that the new area is clearly delineated using physical barriers to close the area to motor vehicle traffic and limit pedestrian access.
- (b) The promotional association shall provide an appropriate amount of security to ensure compliance with the liquor code and prevent a safety risk to the neighborhood.
- (c) The promotional association shall obtain and maintain a properly endorsed general liability and liquor liability insurance policy that is reasonably acceptable to the local licensing authority of at least one million dollars (\$1,000,000.00) per incident and names the Town as an additional insured.
- (d) Common consumption areas and their attached licensed premises may serve alcohol and the customers may consume alcohol until 12:00 midnight. It is unlawful for any attached licensed premises to serve or the promotional association to allow consumption of alcohol beverages in the common consumption area after 12:00 midnight.
- (e) The entertainment district, for purposes of this Chapter, is established in the areas depicted in Exhibit "A," a copy of which is available at the Town Clerk's office.

Sec. 2-268. Applications for certification, recertification and attachment to promotional association.

- (a) Application for certifying a promotional association under the provisions of this Chapter and the Colorado liquor laws shall be made to the Liquor Licensing Authority on forms prepared and furnished by the Town Clerk. The forms shall include, but shall not be limited to:
 - (1) A copy of the articles of incorporation and bylaws and a list of all directors and officers of the promotional association.
 - (2) Detailed map of the common consumption area, including: location of physical barriers, entrances and exits, location of attached licensed premises, identification of licensed premises that are adjacent but not to be attached to the common consumption area, approximate location of security personnel.

- (3) A detailed description of security arrangements within the common consumption area.
 - (4) A list of dates and hours of operation of the common consumption area.
 - (5) Documentation showing possession of the common consumption area.
 - (6) List of the attached licensees listing the following information: liquor license number, a list of any past liquor violations and a copy of any operational agreements.
 - (7) An insurance certificate of general liability and liquor liability insurance naming the Town as an additional insured.
 - (8) Documentation of the reasonable requirements of the neighborhood, the desires of the adult inhabitants as evidenced by petitions, remonstrances or otherwise.
 - (9) An application fee of five hundred dollars (\$500.00).
- (b) A certified promotional association shall apply for recertification by January 31 of each year on forms prepared and furnished by the Town Clerk. The forms shall include, but shall not be limited to:
- (1) A copy of any changes to the articles of incorporation, bylaws and/or directors and officers of the promotional association.
 - (2) The items listed in Paragraphs (a)(2) through (7) above.
 - (3) An application fee of three hundred dollars (\$300.00).
- (c) Application by a liquor licensee to attach to an existing common consumption area of a certified promotional association shall be on forms prepared and furnished by the Town Clerk. The forms shall include, but shall not be limited to:
- (1) Authorization for attachment from a certified promotional association.
 - (2) The name of the representing director to sit on the board of the certified promotional association.
 - (3) Detailed map of the common consumption area including: location of physical barriers, entrances and exits, location of attached licensed premises, identification of licensed premises that are adjacent but not to be attached to the common consumption area, approximate location of security personnel.
 - (4) An application fee of three hundred dollars (\$300.00).

Sec. 2-269. Review of applications for certification, recertification, decertification of and attachment to promotional association.

- (a) Upon receipt of an application for certification or recertification of a promotional association or attachment of a liquor licensee to an existing common consumption area, the Liquor Licensing Authority shall consider such application within sixty (60) days of receipt. The Hearing Officer for the Liquor Licensing Authority shall review the application for compliance with this Chapter and Colorado liquor law and may either approve the application with or without conditions or deny the application. An applicant may make written appeal of a final decision of the Hearing Officer for the Liquor Licensing Authority to the Snowmass Village Town Council within thirty (30) days.

- (b) The Hearing Officer for the Liquor Licensing Authority has the power to decertify a promotional association. The process shall be in the same manner as provided in Section ~~42-47-601~~ **44-3-601**, C.R.S., as related to liquor licenses.

Sec. 2-270. Reserved.

Sec. 2-271. Festival permits.

- (a) **Authorization. The Town hereby authorizes festivals to be conducted by licensees in accordance with this Section and pursuant to 44-3-404, C.R.S., and subject to approval by the Town Clerk. It is unlawful for any person or licensee to conduct festivals without first having obtained a permit to do so in accordance with this Section.**
- (b) **Application for permit. A licensee who wishes to conduct a festivals shall submit an application for a permit to the Town Clerk at least 90 days before holding the festival on forms supplied by the Town Clerk's Department. The Town Clerk, for good cause, may waive the 90 day time requirement for filing a festival permit application. Such application shall be accompanied by a nonrefundable annual fee as set by the Town Clerk's Department.**
- (c) **Limitations. Festivals shall be subject to the limitations set forth in 44-3-404, C.R.S., and subject to the limitations set forth by the Town Clerk's Department as may be created or amended from time to time.**
- (d) **Special Event Permit. A licensee shall be required to obtain a special event permit from the Town pursuant to Chapter 16A prior to the issuance of any festival permit. Compliance with the special event permit shall be condition of the festival permit.**

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

January 16, 2024

AGENDA ITEM:

Ordinance No. 2, Series of 2024 – An Ordinance Amending Chapter 4, Articles II, IV, and VIII of the Municipal Code to Incorporate the Voter Approved Changes to the Use of the Lodging Tax and Sales Tax

PRESENTED BY:

Jeff Conklin, Town Attorney

BACKGROUND:

The TOSV imposes a 3.5% sales tax, 2.5% of which is deposited in the Marketing Fund for the following purposes: “(1) Marketing; (2) Creation, promotion and execution of special events; (3) Public relations and (4) Actual and necessary expenses of the Snowmass Village Marketing and Special Events Board, for the development of tourism for the benefit of the Town of Snowmass Village” (the “2.5% Marketing Sales Tax”).

In 2005, the TOSV voters approved a lodging tax of up to 2.4% on the price paid for renting or leasing of lodging within the Town for less than thirty (30) consecutive days (the “Lodging Tax”). All Lodging Tax proceeds were placed in the Group Sales Fund and limited use for the “purpose of sales and marketing programs to attract group reservations of facilities and events within the Town of Snowmass Village.” By Ordinance No. 3, Series of 2016, the Town Council incorporated the Lodging Tax and changes to other taxing provisions into the Code; however, this ordinance was not codified online with MuniCode at that time. The MuniCode codification does affect the effectiveness of Ordinance No. 3, Series of 2016 and this issue is in the process of being corrected with MuniCode and codified.

In 2022, through TOSV Ballot Issue 2C, the TOSV voters approved and authorized expanding the permissible uses of the Lodging Tax and 2.5% Marketing Sales Tax to include workforce housing purposes, “including but not limited to the acquisition, construction, rehabilitation, operation, and maintenance of Town-owned, controlled, or sponsored workforce housing.” The ballot question also called for all revenues from such taxes to be deposited into one fund collectively dedicated to marketing, special events,

group sales, and workforce housing, thus combining the Marketing Fund and Groups Sales Fund. The Town Staff has since renamed that fund the “Tourism Fund.”

The purpose of this Ordinance is to simply incorporate the voter-approved changes to the Lodging Tax and 2.5% Marketing Tax into the Municipal Code.

FINANCIAL IMPACT:

N/A

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

N/A

COUNCIL OPTIONS:

1. Approve Ordinance No. 2, Series of 2024 on First Reading and Set the Second Reading for February 5, 2024.
2. Approve Ordinance No. 2, Series of 2024 on First Reading with amendments and set the Second Reading for February 5, 2024
3. Deny Ordinance No. 2, Series of 2024 on First Reading.

STAFF RECOMMENDATION:

Options 2 and 3 would be contrary to voter approval.

Town Staff recommends that Town Council make a motion to approve Ordinance No. 2, Series of 2024 on First Reading and Set the Second Reading for February 5, 2024.

ATTACHMENTS:

Ordinance No. 2, Series of 2024
Resolution No. 47, Series of 2002 – Marketing Sales Tax Ballot
Ordinance No. 3, Series of 2016
Resolution No. 23, Series of 2022 - Ballot Question
2022 TOSV Ballot Issue 2C - Results

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

3
4 **ORDINANCE NO. 2**
5 **SERIES OF 2024**
6

7 **AN ORDINANCE AMENDING CHAPTER 4, ARTICLES II, IV, AND VIII OF THE**
8 **SNOWMASS VILLAGE MUNICIPAL CODE TO INCORPORATE THE VOTER**
9 **APPROVED CHANGES TO THE USE OF THE LODGING TAX AND SALES TAX**
10

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

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

18 WHEREAS, the TOSV imposes a 3.5% sales tax, 2.5% of which is deposited in
19 the Marketing Fund for the following purposes: "(1) Marketing; (2) Creation, promotion
20 and execution of special events; (3) Public relations and (4) Actual and necessary
21 expenses of the Snowmass Village Marketing and Special Events Board, for the
22 development of tourism for the benefit of the Town of Snowmass Village" (the "2.5%
23 Marketing Sales Tax"); and
24

25 WHEREAS, in 2005, the TOSV voters approved a lodging tax of up to 2.4% on the
26 price paid for renting or leasing of lodging within the Town for less than thirty (30)
27 consecutive day, with funds deposited in the Group Sales Fund (the "Lodging Tax"); and
28

29 WHEREAS, by Ordinance No. 3, Series of 2016, the Town Council incorporated
30 the Lodging Tax as well as changes to the Sales Tax and other taxing provisions into the
31 Code; and
32

33 WHEREAS, through 2022 TOSV Ballot Issue 2C, the TOSV voters approved and
34 authorized expanding the permissible uses of the Lodging Tax and 2.5% Marketing Sales
35 Tax to include workforce housing and for all revenues from such taxes to be deposited
36 into one fund collectively dedicated to marketing, special events, group sales, and
37 workforce housing; and
38

39 WHEREAS, the TOSV has informally referred to the combined fund as the Tourism
40 Fund; and
41

42 WHEREAS, the Town Council wishes to adopt this Ordinance to incorporate into
43 the Code the voter approved changes to the permissible uses of the Lodging Tax and the
44 2.5% Marketing Sales, to combine the Marketing Fund and Group Sales Fund into a
45 single fund, and to rename such fund the "Tourism Fund"; and
46

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

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

1. Recitals. The foregoing recitals are incorporated herein as findings of the Town Council.
2. Chapter 4, Article IV – Sales Tax. Chapter 4, Article VIII – Sales Tax – of the TOSV Municipal Code is hereby amended with the following **bold, underlined** additions and ~~strikethrough~~ deletions:

ARTICLE IV – SALES TAX

Sec. 4-51. - Sales tax imposed.

There is hereby imposed on all sales of tangible personal property at retail and the furnishing of services as provided in Section 4-53 hereof, a tax equal to three and one-half percent (3 ½ %) of the gross receipts. The imposition of the tax on individual sales shall be in accordance with schedules set forth in the rules and regulations promulgated by the Town Treasurer or by separate ordinance of the Town. If any vendor, during any reporting period, shall collect as a tax an amount in excess of three and one-half percent (3 ½ %) of his or her total taxable sales, he or she shall remit to the Town Treasurer the full amount of tax herein imposed and also such excess. Sales tax revenues generated and received by the Town at the taxation rate of two and one-half percent (2 ½ %) shall be deposited in the ~~Marketing~~**Tourism** Fund, a special restricted fund, the terms of which are set forth under Article II of Chapter 4 of this Code. Sales tax revenues generated and received by the Town at the remaining taxation rate of one percent (1%) may be deposited in any Town fund to be used for any Town purpose, consistent with finance and budget laws and all other legal requirements.

3. Chapter 4, Article VIII – Lodging Tax. Chapter 4, Article VIII – Lodging Tax – of the TOSV Municipal Code is hereby amended with the following **bold, underlined** additions and ~~strikethrough~~ deletions:

ARTICLE VIII - LODGING TAX

Sec. 4-175. - Application of funds.

All funds received by the Town pursuant to this Article shall be deposited in a special fund **combined with the sales tax revenue generated through the imposition of a sales tax rate of two and one-half percent (2 ½ %) pursuant to Article IV of Chapter 4 of this code**, to be kept separate from the other funds of the Town, and designated as ~~Marketing~~**the Tourism** Fund, a special restricted fund, the terms which are set forth under Article II of Chapter 4 of this code.

4. Chapter 4, Article II – Fund Management.

A. Section 4-16 – Marketing Fund the TOSV Municipal Code is hereby amended with the following **bold, underlined** additions and ~~strikethrough~~ deletions:

Sec. 4-16. - ~~Marketing~~Tourism** Fund.**

(a) There is hereby created the ~~Marketing~~**Tourism** Fund. Sales tax revenue generated through the imposition of a sales tax rate of two and one-half percent (2 ½ %) shall be deposited in the ~~Marketing~~**Tourism** Fund, as approved by Town electors on November 5, 2002 **and November 8, 2022, and tax revenue generated through the imposition of the lodging tax imposed and collected in accordance with Chapter 4, Article VIII at a rate of two and four tenths percent (2.4%) shall be deposited in the Tourism Fund, as approved by Town electors on November 1, 2005 and November 8, 2022.** The ~~Marketing~~**Tourism** Fund shall be an interest- bearing account of the Town, but may be within existing bank accounts of the Town, provided that amounts within such fund are accounted for separately. Any interest income earned on deposits to the ~~Marketing~~**Tourism** Fund shall be credited to said fund. The Town Treasurer shall account separately for all receipts and disbursements to and from the ~~Marketing~~**Tourism** Fund.

(b) Except as otherwise provided by subsection (c) hereof, any and all disbursements from the ~~Marketing~~**Tourism** Fund shall be limited to the payment of costs related to: (1) Marketing; (2) Creation, promotion and execution of special events; (3) Public relations· ~~and~~ (4) Actual and necessary expenses of the Snowmass Village Marketing and Special Events Board, for the development of tourism for the benefit of the Town of Snowmass Village; **(5) sales and marketing programs to attract group**

reservations of facilities and events within the Town of Snowmass Village; and (6) workforce housing purposes, including but not limited to the acquisition, construction, rehabilitation, operation, and maintenance of Town-owned, controlled, or sponsored workforce housing; except, however, expenditures of revenue generated through the imposition of a sales tax rate of two and one-half percent (2 ½ %) for non-workforce housing purposes shall be subject to a limitation on capital expenditures to a maximum of ten percent (10%) of such sales tax revenue annually.

(c) Notwithstanding the fund restrictions set forth in subsection (b) above, the Town Treasurer shall withdraw monies from the ~~Marketing~~**Tourism** Fund, at or near the beginning of each calendar year, for purposes of sending to each full-time Town resident an annual rebate in the amount of fifty dollars (\$50.00).

B. Section 4-17 – Group Sales Fund of the TOSV Municipal Code is hereby deleted in its entirety.

5. **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.

6. **Effective Date.** This Ordinance shall be effective 14 days after final publication in accordance with the Town of Snowmass Village Home Rule Charter.

READ, APPROVED AND ADOPTED by the Town Council of the Town of Snowmass Village on First Reading on _____, 2024, upon a motion by Council Member _____, the second of Council Member _____, and upon a vote of _____ in favor and _____ against.

READ, APPROVED AND ADOPTED by the Town Council of the Town of Snowmass Village on Second Reading on _____, 2024, upon a motion by Council Member _____, seconded by Council Member _____, and upon a vote of ____ in favor and ____ against.

TOWN OF SNOWMASS VILLAGE

Bill Madsen, Mayor

ATTEST:

Megan Harris Boucher, Town Clerk

APPROVED AS TO FORM:

Jeff Conklin, Town Attorney

**TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL**

**RESOLUTION NO. 47
SERIES OF 2002**

**A RESOLUTION SUBMITTING TABOR QUESTIONS TO THE TOWNS
ELECTORATE.**

WHEREAS, Article X, Section 20 of the Colorado Constitution , hereinafter referred to as "TABOR", requires the Town to submit certain questions to the electorate in the manner prescribed therein; and

WHEREAS, November 5, 2002, is one of the election dates at which ballot issues may be submitted to the eligible electors of the Town pursuant to TABOR; and

WHEREAS, the Town Council desires to submit a tax authorization question to the electorate which is considered a ballot issue under the provisions of TABOR; and

WHEREAS, the Town Council finds that the adoption of this Resolution is necessary for the immediate preservation of the public health, safety and welfare.

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

1. Ballot Question. Pursuant to the Town Charter, the Colorado Municipal Election Code of 1965 and TABOR and all laws amendatory thereof and supplemental thereto, there shall be submitted to the eligible electors of the Town the question set forth as follows:

Marketing and Special Events Sales Tax Question:

SHALL TOWN OF SNOWMASS VILLAGE TAXES BE INCREASED BY \$2,500,000.00, ESTIMATED FIRST FULL FISCAL YEAR COLLECTION, AND BY SUCH AMOUNTS THAT SHALL BE RECEIVED ANNUALLY THEREAFTER, BY ENACTMENT OF A 2.5% SALES TAX TO BE ASSESSED ON SALES AT RETAIL AS DEFINED IN CHAPTER 4, ARTICLE IV OF THE TOWN OF SNOWMASS VILLAGE MUNICIPAL CODE, AND UPON TERMS AND CONDITIONS ENACTED BY THE

TOWN COUNCIL FROM TIME TO TIME, INCLUDING A REBATE OF \$50 PER CALENDAR YEAR FOR FULL-TIME RESIDENTS; AND REVENUES FROM SUCH SALES TAX TO BE RESTRICTED FOR THE SOLE AND SEPARATE PURPOSES OF: 1. MARKETING, 2. CREATION, PROMOTION AND EXECUTION OF SPECIAL EVENTS, 3. PUBLIC RELATIONS, 4. ACTUAL AND NECESSARY EXPENSES THEREAFTER OF THE SNOWMASS VILLAGE MARKETING AND SPECIAL EVENTS BOARD, FOR DEVELOPMENT OF TOURISM FOR THE BENEFIT OF SNOWMASS VILLAGE AS A WHOLE, SUBJECT TO A LIMITATION ON CAPITAL EXPENDITURE TO A MAXIMUM OF 10% OF SUCH SALES TAX REVENUE ANNUALLY; AND SUCH SALES TAX REVENUES TO BE COLLECTED COMMENCING ON DECEMBER 1, 2002 AND SPENT WITHOUT LIMITATION OR CONDITION AS A VOTER-APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER REVENUE LIMITATION CONTAINED IN THE LAWS OF THE STATE?

2. TABOR Notice. The Town Clerk shall cause the notice required by Section 20(3)(b) of Article X of the Colorado Constitution to be prepared and delivered to the County Clerk as required by Sections 31-10-501.5 and 1-7-904, C.R.S.

3. Direction to Town Staff. The officers and employees of the Town are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution, including entering into an intergovernmental agreement with the County Clerk, if necessary in connection with the County Clerk giving the notice described in Section 2.

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

5. Inconsistency. All acts, orders and resolutions, and parts thereof, inconsistent with this Resolution be, and the same hereby are, repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any act, order or Resolution, or part thereof, heretofore repealed.

INTRODUCED, READ AND ADOPTED by the Town Council of the Town of

Resolution No. 47, Series of 2002
Page 3

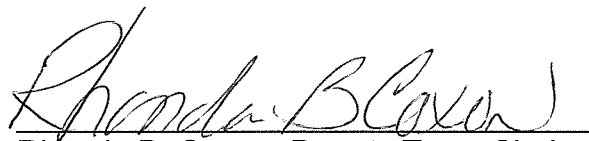
Snowmass Village, Colorado, on September 10, 2002, upon the motion of Council Member Mercatoris, the second of Council Member Virtue and upon a vote of 5 in favor and 0 opposed.

TOWN OF SNOWMASS VILLAGE



T. Michael Manchester, Mayor

ATTEST:



Rhonda B. Coxon, Deputy Town Clerk

**TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL**

**ORDINANCE NO. 3
SERIES OF 2016**

**AN ORDINANCE AMENDING ARTICLE II - FUND MANAGEMENT AND AMENDING
ARTICLE IV - SALES TAX OF CHAPTER 4 - REVENUE AND FINANCE OF THE
SNOWMASS VILLAGE MUNICIPAL CODE AND CREATING ARTICLE VIII –
LODGING TAX IN CHAPTER 4 - REVENUE AND FINANCE OF THE SNOWMASS
VILLAGE MUNICIPAL CODE**

WHEREAS, the Town Council has determined that an update of the Snowmass Village Sales Tax Code would be beneficial to the efficient application of the Sales Tax Code; and

WHEREAS, Town staff has undertaken a review and analysis of methods to clarify, simplify and update the Snowmass Village Sales Tax Code

WHEREAS, the Town Council has reviewed and considered the staff proposals and desires to enact certain amendments to the Snowmass Village Sales Tax Code; and

WHEREAS, the Town Council finds that the adoption of this Ordinance is necessary for the immediate preservation of the public health, safety and welfare.

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

1. Article IV of Chapter 4 – Sales Tax, Sections 4-51 through 4-73. The provisions of Article IV of Chapter 4 – Sales Tax, Sections 4-51 through 4-73 of the Snowmass Village Municipal Code are hereby amended and restated, to read as shown on attached Exhibit “A” to this Ordinance which is included herein by reference.
2. Article II of Chapter 4 – Fund Management, Section 4-16. The Snowmass Village Municipal Code is hereby by adding a section to Article II of Chapter 4 – Fund Management, Section 4-16, which section reads as shown on Exhibit “B” to this Ordinance which is included herein by reference.
3. Article VIII of Chapter 4 – Lodging Tax, Sections 4-171 through 4-175. The Snowmass Village Municipal Code is hereby by adding Article VIII of Chapter 4 – Lodging Tax, Sections 4-171 -4-175, which Article reads as

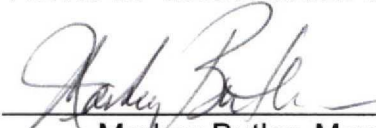
shown on Exhibit "C" to this Ordinance which is included herein by reference.

4. Severability. If any provision of this Ordinance or application hereof to any person or circumstance is held invalid, the invalidity shall not affect any other provision or application of this Ordinance which can be given effect without the invalid provision or application, and, to this end, the provisions of this Ordinance are severable.
5. Effective Date. The effective date of this Ordinance shall be May 1, 2016.

READ, APPROVED AND ADOPTED by the Town Council of the Town of Snowmass Village on First Reading on February 16, 2016 upon a motion by Council Member Shenk, the second of Council Member Sirkus, and upon a vote of 4 in favor and 0 against. Council Member Goode was absent.

READ, APPROVED AND ADOPTED by the Town Council of the Town of Snowmass Village on Second Reading on March 7, 2016 upon a motion by Council Member Shenk, the second of Council Member Goode, and upon a roll call vote of 4 in favor and 0 against. Council Member Sirkus was absent.

TOWN OF SNOWMASS VILLAGE



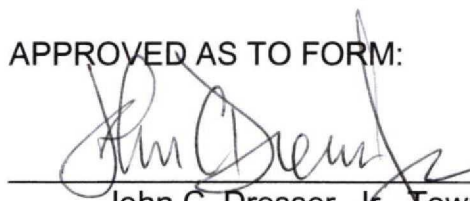
Markey Butler, Mayor

ATTEST:



Rhonda B. Coxon, Town Clerk

APPROVED AS TO FORM:



John C. Dresser, Jr., Town Attorney

Exhibit "A" to Ordinance No. 3, Series of 2016

ARTICLE IV - Sales Tax

Sec. 4-51. - Sales tax imposed.

There is hereby imposed on all sales of tangible personal property at retail and the furnishing of services as provided in Section 4-53 hereof, a tax equal to three and one-half percent (3 ½ %) of the gross receipts. The imposition of the tax on individual sales shall be in accordance with schedules set forth in the rules and regulations promulgated by the Town Treasurer or by separate ordinance of the Town. If any vendor, during any reporting period, shall collect as a tax an amount in excess of three and one-half percent (3 ½ %) of his or her total taxable sales, he or she shall remit to the Town Treasurer the full amount of tax herein imposed and also such excess. Sales tax revenues generated and received by the Town at the taxation rate of two and one-half percent (2 ½ %) shall be deposited in the Marketing Fund, a special restricted fund, the terms of which are set forth under Article II of Chapter 4 of this Code. Sales tax revenues generated and received by the Town at the remaining taxation rate of one percent (1%) may be deposited in any Town fund to be used for any Town purpose, consistent with finance and budget laws and all other legal requirements.

Sec. 4-52. - Definitions.

As used in this Article, the following words shall be construed to have the meanings defined below:

Auction sale means any sale conducted or transacted at a permanent place of business operated by an auctioneer or a sale conducted and transacted at any location where tangible personal property is sold by an auctioneer at any sale defined herein, except when acting as an agent for a duly licensed retailer or vendor or when selling only tangible personal property which is exempt under the provisions of Sections 4-56(8) and (9) of this Article, is a retailer or vendor as defined in this section and the sale made by him or her is a retail sale as defined in this section, and the business conducted by said auctioneer is accomplishing such sale in a transaction of a business as defined in Section 1-21 of this Code.

Construction materials means tangible personal property which, when combined with other tangible personal property, loses its identity to become an integral and inseparable part of a completed structure or project, including public and private improvements. Construction materials include, but are not limited to, such things as: asphalt, bricks, builders' hardware, caulking material, cement, concrete, conduit, electric wiring and connections, flooring, glass, gravel, insulation, lath, lead, lime, lumber, macadam, millwork, mortar, oil, paint, piping, pipe valves and pipe fittings, plaster, plumbing fixtures, putty, reinforcing mesh, road base, roofing, sand, sanitary sewer pipe, sheet metal, site lighting, steel, stone, stucco, tile, trees, shrubs and other landscaping materials, wallboard, wall coping, wallpaper, weather stripping, wire netting

and screen, water mains and meters and wood preserver. The above materials, when used in forms, or other items which do not remain as an integral or inseparable part of a completed structure or project, are not construction materials and, in such context, are therefore generally subject to sales tax. Construction materials do not include such things as: carpeting, equipment, furniture, removable fixtures, window coverings or similar items, which are also generally subject to sales tax.

Doing business in the Town, for the purpose of this Article, means the selling, leasing or delivering in the Town or any activity in the Town in connection with the selling, leasing or delivering in the Town of tangible personal property by a retail sale as defined in this Section, for use, storage, distribution or consumption within the Town. This term shall include, but shall not be limited to, the following methods of transacting business:

- a. The maintaining within the Town directly, or indirectly, or by a subsidiary, an office, distributing house, salesroom or house, warehouse or other place of business.
- b. The soliciting, either by direct representatives, indirect representatives or manufacturers' agents, by distribution of catalogues or other advertising, by use of any communications media, or by any other means whatsoever, of business from persons residing in the Town and by reason thereof receiving orders from, or selling or leasing tangible personal property to, such persons residing in the Town for use, consumption, distribution and storage for use or consumption in the Town.

Farm close out sale means a sale by auction or private treaty, of all tangible personal property of a farmer or rancher previously used by him or her in carrying on the farming or ranching operations. Unless said farmer or rancher is making or attempting to make full and final disposition of all property used in his or her farming or ranching operations and is abandoning said operations on the premises whereon they were previously conducted, such sale shall not be deemed a farm close out sale within the meaning of this Article.

Gross taxable sales means the total amount received in money, credits and property, excluding the fair market value of exchanged property which is to be sold thereafter in the usual course of the retailer's business, or other consideration valued in money from sales and purchases at retail within the Town, and embraced within the provisions of this Article. The taxpayer may take credit in his or her report of gross sales for an amount equal to the sale price of property returned by the purchaser when the full sale price thereof is refunded whether in cash or by credit. The fair market value of any exchanged property which is to be sold thereafter in the usual course of the retailer's business, if included in the full price of a new article, shall be excluded from the gross sales. On all sales at retail, valued in money, when such sales are made under conditional sales contracts, credit sales or any other form of sale where payment of the principal sum is extended more than sixty (60) days from the sale date, the amount of tax due on such sale for any particular taxing period shall be based on the amount of cash actually received by the taxpayer for such sale during that period. Taxes previously paid on gross sales represented by accounts found to be worthless and actually charged off for income tax purposes may be credited in a subsequent tax reporting period, but if any such accounts are thereafter collected by the taxpayer, a tax shall be paid upon the amount collected. Separately-stated charges for services that are not

otherwise taxable under this Article shall not be included in the calculation of gross taxable sales even if such services are rendered in connection with a taxable retail sale.

Purchase price means the price to the consumer, exclusive of any direct tax imposed by the federal government or by this Article and, in the case of all retail sales involving the exchange of property, also exclusive of the fair market value of the property exchanged at the time and place of the exchange, provided that such exchanged property is to be sold thereafter in the usual course of the retailer's business.

Retail sale includes all sales made within the Town, except wholesale sales.

Retailer or vendor means a person doing a retail business, known to the trade and public as such, and selling to a user or consumer, and not for resale.

Sale or sale and purchase includes installment and credit sales and the exchange of property, as well as the sale thereof for money, and every such transaction, conditional or otherwise, for consideration, constituting a sale; and also includes the sale or furnishing of electrical energy, gas, steam, telephone or telegraph services, taxable under the terms of this Article. The term sale or sale and purchase also includes the transaction of furnishing rooms or accommodations by any person, or any other combination of individuals by whatever name known to a person or persons who, for a consideration, use, possess or have the right to use or possess any room or rooms in a hotel, apartment hotel, lodging house, motor hotel, guest house, guest ranch, home or dwelling, mobile home, auto camp, trailer court or trailer park under any concession, permit, right of access, license to use or other agreement, or otherwise.

Tangible personal property means corporeal personal property. This shall not be construed to include newspapers, as legally defined in Section 24-70-102, C.R.S.

Tax means either the tax payable by the purchaser of a commodity or service subject to tax, or the aggregate amount of taxes due from the vendor of such commodities or services during the period for which he or she is required to report his or her collections, as the context may require.

Taxpayer means any person obligated to account to the Town Treasurer for taxes collected or to be collected under the terms of this Article.

Town Treasurer means the individual holding such title in accordance with Section 6.7 of the Town of Snowmass Village Home Rule Charter, or his or her designee.

Wholesale sale means a sale by wholesalers to retail merchants, jobbers, dealers or other wholesalers for resale and does not include a sale by wholesalers to users or consumers, not for resale; and the latter sales shall be deemed retail sales, and subject to the provisions of this Article.

Wholesaler means a person doing a regularly organized wholesale or jobbing business, and known to the trade as such and selling to retail merchants, jobbers, dealers or other wholesalers for the purpose of resale.

Sec. 4-53. Property and services taxed.

There is hereby levied and there shall be collected and paid a tax on the amounts stated in Section 4-51 as follows:

(1) On the purchase price paid or charged upon all sales and purchases of tangible personal property at retail.

(2) In the case of retail sales involving the exchange of property, on the purchase price paid or charged, including the fair market value of the property exchanged at the time and place of exchange, excluding, however, from the consideration or purchase price, the fair market value of the exchanged property if:

(a) Such exchanged property is to be sold thereafter in the usual course of the retailer's business; or

(b) Such exchanged property is a vehicle and is exchanged for another vehicle and both vehicles are subject to licensing, registration, or certification under the laws of this state, including, but not limited to, vehicles operating upon public highways, off-highway recreation vehicles, watercraft, and aircraft.

(i) The exchange of three or more vehicles of the same type by any person in any calendar year in transactions subject to the provisions of this Article shall be prima facie evidence that such person is engaged in the business of selling vehicles of the type involved in such transactions and that he or she is thereby subject to all other requirements necessary to engage in such activity, including but not limited to licensing, permitting, zoning and land use requirements.

(3) Upon telephone and telegraph services, whether furnished by public or private corporations or enterprises, for all intrastate telephone and telegraph services.

(4) For gas and electric service, whether furnished by municipal, public or private corporations or enterprises, for gas and electricity furnished and sold for domestic and commercial consumption and not for resale, upon steam when consumed or used by the purchaser and not resold in original form whether furnished or sold by municipal, public or private corporations or enterprises.

Sec. 4-54. - Tax imposed on rentals.

When right to continuous possession or use of any article of tangible personal property is granted under a lease or contract and such transfer or possession would be taxable if outright sale

were made, such lease or contract shall be considered the sale of such article and the tax shall be computed and paid by the vendor upon the rentals paid.

Sec. 4-55. - Tax imposed on full purchase price.

The sales tax is imposed on the full purchase price of articles sold after manufacture or after having been made to order and includes the full purchase price for material used and the service performed in connection therewith, excluding however, such articles as are otherwise exempted in this Article. The sales price is the gross value of all materials, labor, service and the profit thereon, included in the price charged to the user or consumer.

Sec. 4-56. - Exemptions from tax.

- a) There shall be exempt from taxation under the provisions of this Article the following:
 - (1) All sales to the federal government, to the State, its departments and institutions, and the political subdivisions thereof in their governmental capacities only;
 - (2) All sales made to religious, charitable or eleemosynary organizations, in the conduct of regular religious, charitable or eleemosynary functions and activities;
 - (3) All sales which the State is prohibited from taxing under the Constitution or laws of the United States or the State;
 - (4) All sales of cigarettes;
 - (5) All sales of drugs dispensed in accordance with a prescription and all sales of prosthetic devices;
 - (6) All sales and purchases of commodities, such as food, clothing, prescription medicines, and medical (prosthetic) devices, and services to any occupant who is a permanent resident of any hotel, apartment hotel, lodging house, motor hotel, guest ranch, mobile home, auto camp, trailer court or park, and who enters into or has entered into a written agreement for occupancy of a room or rooms or accommodations for a period of at least thirty (30) consecutive days during the calendar year or preceding year;
 - (7) All commodities, such as food, clothing, prescription medicines, and medical (prosthetic) devices, which are taxed under provisions of Sections 39-26-101 to 39-26-119, C.R.S., and all commodities which are taxed under said provisions and the tax refunded, and all sales or purchases of aviation fuel upon which no state sales tax was in fact collected and retained prior to July 1, 1973, shall be exempt from taxation under this Article, and the storage, use or consumption of such aviation fuel shall be exempt from taxation under this Article; and

(8) All sales and purchases of neat cattle, sheep, lambs, swine and goats; all sales and purchases of mares and stallions for breeding purposes and all farm close out sales.

(9) All sales and purchases of feed for livestock or poultry, all sales and purchases of seeds and all sales and purchases of orchard trees.

(10) The sale and purchase of construction materials, if such materials are picked up by the purchaser and if the purchaser of such materials presents to the retailer a building permit from another jurisdiction or documentation acceptable to the Town evidencing that a local use tax has been paid or is required to be paid.

(11) All sales of personal property on which a specific ownership tax has been paid or is payable, when such sales meet both of the following conditions:

a. The purchaser is a nonresident of or has its principal place of business outside the Town; and

b. Such personal property is registered or required to be registered outside the limits of the Town under the laws of the State.

Sec. 4-57. - Wholesale sales exempt from taxation.

(a) Sales to and purchases of tangible personal property by a person engaged in the business of manufacturing, compounding for sale, profit or use, any article, substance or commodity, which tangible personal property enters into the processing of or becomes an ingredient or component part of the product or service which is manufactured, compounded or furnished and the container, label or the furnished shipping case thereof, shall be deemed to be wholesale sales and shall be exempt from taxation under this Article.

(b) Sales and purchases of electricity, coal, gas, fuel oil or coke, for use for processing, manufacturing, mining, refining, irrigation, building construction, telegraph, telephone and radio communication, street and railroad transportation services and all industrial uses, and newsprint and printers' ink for use by publishers of newspapers and commercial printers shall be deemed to be wholesale sales and shall be exempt from taxation under this Article.

Sec. 4-58. - Tax cannot be absorbed.

It shall be unlawful for any retailer to advertise or hold out or state to the public or to any customer, directly or indirectly, that the tax or any part thereof imposed by this Article will be assumed or absorbed by the retailer or that it will not be added to the selling price of the property sold, or if added that it or any part thereof will be refunded.

Sec. 4-59. - Retailer; multiple locations.

A retailer doing business in two (2) or more places or locations taxable hereunder shall file a separate return for each location within the Town.

Sec. 4-60. - Credit sales.

In case of a sale upon credit, a contract for sale wherein it is provided that the price shall be paid in installments and title does not pass until a future date, chattel mortgage or conditional sale, there shall be paid upon each payment upon the account of the purchase price, that portion of the total tax which the amount paid bears in the total purchase price. The Town Treasurer may authorize a retailer doing business, fully or partly on a credit basis, to make returns on the basis of cash actually received. Thereafter, the retailer shall make return and pay taxes on that basis until further order of the Town Treasurer.

Sec. 4-61. - Excess tax; remittance.

If any vendor, during any reporting period, shall collect as a tax an amount in excess of three and one-half percent (3 ½ %) of his or her total taxable sales, he or she shall remit to the Town Treasurer the full net amount of the tax herein imposed and also such excess. The retention by the retailer or vendor of any excess sales tax collections over the three and one-half percent (3 ½ %) of the total taxable sales of such retailer or vendor or the intentional failure to remit punctually to the Town Treasurer in the full amount declared to be remitted by the provisions of this Article, is declared to be unlawful.

Sec. 4-62. - Vendor liable for tax; filing of returns.

(a) Every retailer, also herein called vendor, shall be liable and responsible for the payment of an amount equivalent to three and one-half percent (3 ½ %) of all sales made by him or her of commodities or services as specified in Section 4-53, and shall before the twentieth day of each month make a return to the Town Treasurer for the preceding calendar month and remit an amount equivalent to said three and one-half percent (3 ½ %) on such sales to the Town Treasurer. Such returns of the taxpayer or his or her duly authorized agent shall contain such information and be made in such manner and upon such forms that the Town Treasurer may prescribe.

(b) If the accounting methods regularly employed by the vendor in the transaction of his or her business, or other conditions, are such that reports of sales made on a calendar month basis will impose unnecessary hardship, the Town Treasurer, upon written request of the vendor, may accept reports at such intervals as will in his or her opinion better suit the convenience of the taxpayer and will not jeopardize the collection of the tax; provided that the Town Treasurer may by rule permit taxpayers whose monthly tax collected is less than sixty dollars (\$60.00) to make returns and pay taxes at intervals not greater than every three (3) months.

Sec. 4-63. - Disputes regarding exemptions, limitation of actions.

(a) Should a dispute arise between the purchaser and seller as to whether or not any such sale is exempt from taxation hereunder, nevertheless, the seller shall collect and the purchaser shall pay such tax and the seller shall thereupon issue to the purchaser a receipt or certificate on forms prescribed by the Town Treasurer, showing the names of the seller and purchaser, the items purchased, the date, price, amount of tax paid and a brief statement of the claim of exemption.

(1) The purchaser may thereafter apply for a refund by submitting such request in writing to the Town Treasurer within sixty (60) days of the date of purchase.

(2) The Town Treasurer shall forthwith, after receipt of the application for refund, determine the applicability of the claimed exemption and issue a written decision thereon.

(b) An application filed by a taxpayer for a refund of sales tax collected and remitted by the taxpayer on the purchase, storage, use or consumption of goods, on the basis of exemption, shall be filed with the Town Treasurer within three (3) years after the date of purchase, storage, use or consumption of the goods for which the refund is claimed.

(c) All claims for refunds shall be processed in the manner provided in Section 4-65.

(d) It shall be unlawful for any seller to fail to collect, or purchaser to fail to pay, the tax imposed by this Article and on sales on which exemption is disputed.

Sec. 4-64. – Estimate of deficiencies; Town’s remedies.

(a) All sums of money paid by the purchaser to the retailer as taxes imposed by this Article shall be and remain public money, the property of the Town, in the hands of such retailer, and he or she shall hold the same in trust for the sole use and benefit of the Town until paid to the Town Treasurer, and for failure to so pay to the Town Treasurer, such retailer shall be punished as provided by law.

(b) If a person neglects or refuses to make a return and payment of the tax as required by this Article, the Town Treasurer shall make an estimate, based upon such information as may be available, of the amount of taxes due for the period for which the taxpayer is delinquent; and shall add thereto a penalty equal to ten percent (10%) thereof and interest on such delinquent taxes at the rate of one percent (1%) per month from the date when due. Promptly thereafter, the Town Treasurer shall give to the delinquent taxpayer written notice of such estimated taxes, penalty and interest, which deficiency notice shall be mailed to the taxpayer by certified mail to the taxpayer’s address on file with the Town. The deficiency notice shall include notification, in clear and conspicuous type, of the time limit to file a protest to the notice and that the taxpayer has the right to elect a hearing on the deficiency pursuant to Section 4-65. Any protest to the deficiency notice shall be filed with the Town Treasurer within thirty (30) days of the date of the mailing of the notice.

(c) If any taxes, penalty or interest imposed by this Article and shown due by returns filed by the taxpayer, or shown by assessments duly made as provided herein, are not paid within five (5) days after the same are due, the Town Treasurer shall issue a notice, setting forth the name of the taxpayer, the amount of tax, penalties and interest, the date of the accrual thereof, and that the Town claims a first and prior lien therefor, second only to the first and prior lien claimed by the State, on the real and tangible personal property of the taxpayer except as to the pre-existing claims or liens of a bona fide mortgagee, pledgee, judgment creditor or purchaser whose rights shall have attached prior to the filing of the notice as herein provided on the property of the taxpayer. Said notice shall be on forms prepared by the Town Treasurer, and shall be verified by him or her or his or her duly qualified deputy, or any duly qualified agent of the Town Treasurer whose duties are the collection of such tax, and may be filed in the office of the Clerk and Recorder of any county in the State in which the taxpayer owns real or tangible personal property; and the filing of such notice shall constitute a lien on such property in that county and constitute notice thereof. After said notice has been filed, or concurrently therewith, or any time when taxes due are unpaid, whether such notice be filed or not, the Town Treasurer may issue a warrant directed to any duly authorized revenue collector, or to the sheriff of any county of the State, commanding him or her to levy upon, seize and sell sufficient of the real and personal property of the tax debtor found within his or her county for the payment of the amount due, together with interest, penalties and costs, as may be provided by law, subject to valid pre-existing claims or liens.

(d) Such revenue collector or sheriff shall forthwith levy upon sufficient of the property of the taxpayer, or any property used by such taxpayer in conducting his or her retail business, and said property so levied upon shall be sold and all respects with like effect and in the same manner as is prescribed by law in respect to executions against property upon judgment in a court of record, and the remedies of garnishment shall apply. The sheriff shall be entitled to such fees in executing such warrant, as are now allowed by law for similar services.

(e) Any lien for taxes as shown in the records of the County Clerk and Recorder as herein provided, upon payment of all taxes, penalties and interest covered thereby, shall be released by the Town Treasurer in the same manner as mortgages and judgments are released.

(f) The Town Treasurer may also treat any such taxes, penalties or interest due and unpaid as a debt due the Town from the vendor. In case of failure to pay the tax, or any portion thereof, or any penalty or interest thereon due, the Town Treasurer may receive at law the amount of such taxes, penalties and interest in the county or district court having jurisdiction of the amounts sought to be collected. The return of the taxpayer or assessment made by the Town Treasurer, as herein provided, shall be prima facie proof of the amount due. Such actions may be actions in attachment, and writs or attachment may be issued to the sheriff. It shall be the duty of the Town Attorney when requested by the Town Treasurer to commence action for the recovery of taxes due under this Article, and this remedy shall be in addition to all other existing remedies provided in this Article.

(g) In any action affecting the title to real estate or the ownership or rights to possession of personal property, the Town may be made a party defendant for the purpose of obtaining

adjudication or determination of its lien upon the property involved therein and in any such action service of summons upon the Town Clerk shall be sufficient service and binding upon the Town.

(h) The Town Treasurer is hereby authorized to waive, for good cause shown, any penalty assessed as in this Article provided.

(i) It shall be unlawful and a misdemeanor, punishable as provided under Section 1-72 of this Code, to violate any provision of this Article, to fail or refuse to make any return required hereby, or to make any false or fraudulent return, or any false statement in any return, or to prepare such returns in a reckless or grossly negligent manner, to fail or refuse to make timely payment to the Town Treasurer of any taxes collected or due to the Town, or in any manner to evade the collection and timely payment of the tax, or any part thereof, imposed by this Article, or for any person or purchaser to fail or refuse to pay such tax or evade the timely payment thereof, or to aid or abet another in any attempt to evade the timely payment of tax imposed by this Article.

(1) In his or her discretion, the Town Treasurer may direct the issuance of a summons and complaint to appear before the Snowmass Village Municipal Court to any person who may be in violation of any of the provisions of this Article.

(2) Issuance of a summons and complaint by the Town and subsequent conviction of a violation of this Article in the municipal court shall not prohibit the court from requiring payment of all taxes, penalties and interest found to be due under this Article in addition to any fine imposed by the court. Each and every twenty-four (24) hour period of violation shall constitute a separate violation of this Article.

(3) Nothing contained in this subsection (i) shall preclude the Town Treasurer from instituting a legal or equitable action in the appropriate District Court for the purposes of enforcing the provisions of this Article or from pursuing any other remedy available to the Town pursuant to this Section 4-64 or as otherwise authorized by law. In the event such civil action is undertaken, the Town shall be entitled to recover its attorney's fees and costs of litigation expended in said action as a portion of its judgment rendered therein.

Sec. 4-65. - Claims for refunds; taxpayer remedies.

(a) In the event that the taxpayer disputes the tax liability imposed by the Town, either by deficiency notice or otherwise, he or she shall file a written demand for an informal hearing and determination of tax liability within thirty (30) days from the date of mailing of the notice, which demand will stay the sale under any distraint warrant until the conclusion of the hearing. The written demand must include: Name, business address and license number of the taxpayer, a copy of the notice sent by the Town, the taxable periods and the amounts of tax which are being disputed, and a statement of the grounds upon which the taxpayer bases the claim.

(b) Upon receipt and review of the taxpayer's written demand, the Town Treasurer may grant the taxpayer's requested relief, without conducting a hearing, if the Treasurer finds that the written dispute is valid on its face. Notice of such decision and refund to the taxpayer, if any, shall be promptly given to the taxpayer in writing. If the Treasurer does not grant all of the taxpayer's requested relief on the basis of the written demand, the Treasurer shall set the time and place for the informal hearing, to be held as quickly as possible. The hearing shall be held before the Town Treasurer or a hearing officer appointed by the Town Treasurer who possesses education or experience in tax administration matters and who can render a proper decision. In the event that it is determined at the hearing that the taxpayer's liability is less than the amount in the possession of the treasurer, such excess shall be paid to the taxpayer forthwith.

(c) Failure to demand an informal hearing and determination of tax liability shall constitute an absolute and final waiver of the right to contest such liability either administratively with the treasurer, with the executive director of the state department of revenue, or by judicial review pursuant to state law. When such determination is requested or when a request for a refund is timely made, the final decision rendered therein shall be appealable as provided herein.

(d) The hearing provided under subsection (b) above shall be informal and no transcript, rules of evidence or filing of briefs shall be required, but the taxpayer and the Town may elect to submit written information and present informal witness testimony. The hearing shall be held and a decision issued within ninety (90) days after the receipt of the taxpayer's written request therefor. The Town Treasurer or appointed hearing officer may extend such period if the delay in holding the hearing or issuing the decision thereon was occasioned by the taxpayer, but, in any such event, the hearing shall be held and a decision issued within one hundred and eighty (180) days of the taxpayer's request in writing therefor.

(e) If the dispute was not resolved by the informal hearing, the taxpayer may elect to pursue one of the following avenues of appeal within thirty (30) days of the Town's final decision:

(1) The taxpayer may request a formal hearing on the record before a hearing officer, who shall be a treasurer/finance director from a Colorado municipality or a neutral arbitrator selected by agreement of the parties. The hearing shall be held within sixty (60) days of the taxpayer's request. Those costs of compensation to the hearing officer and transcription costs shall be divided equally between the Town and the taxpayer.

a. The formal hearing will be on the merits and on the record. The taxpayer shall be responsible for retention of his own legal counsel, if he chooses to be so represented. A transcript of the hearing will be maintained and the Colorado Rules of Evidence shall be observed unless otherwise agreed by the parties. The Town shall not be entitled to file a legal brief unless the taxpayer chooses to submit such a brief or statement of legal authorities. The parties may call witnesses who will be subject to cross-examination.

b. Upon notice to the taxpayer that the Town has granted the taxpayer a formal hearing, the taxpayer shall deposit with the Town fifty (50) percent of the amount of the tax deficiency in dispute. The taxpayer will also pay to the Town all amounts of tax and related penalties and interest not in dispute. The taxpayer may request permission of the Town Treasurer to post security or a bond in lieu of cash payment of the amount in dispute, which request will be granted by the Town Treasurer if, in his/her sole determination, the bond or security is adequate to protect the Town's interest. Failure to post the cash or security required herein shall result in the denial of taxpayer's appeal.

c. In the event the final decision denies the taxpayer's claims, such taxes, penalties and interest unpaid shall become immediately payable without further notice of demand for payment by the Town. The Town may use all additional remedies to collect unpaid taxes, penalties and interest as provided for under section 4-64.

d. Any appeal from the decision rendered after such formal hearing shall be pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

(2) The taxpayer may request the executive director of the department of revenue to conduct a hearing in accordance with state law.

(3) The taxpayer may appeal the Town's final decision to district court in accordance with state law.

(f) The taxpayer shall have no right to any form of appeal under subsection (e) of this section if he or she has not exhausted administrative remedies or if he or she fails to pursue one of the avenues of appeal within the time period described therein. For purposes of this subsection, "exhaustion of administrative remedies" means:

(1) The taxpayer has timely requested in writing an informal hearing before the Town in accordance with subsection (a) of this section and the Town has held such hearing and issued a final decision thereon; or

(2) The taxpayer has timely requested in writing an informal hearing before the Town in accordance with subsection (a) of this section and the Town has failed to hold such hearing or has failed to issue a final decision within the time period described therein.

(g) In the event the Town's final decision denies the taxpayer's claims, such taxes, penalties and interest unpaid shall become immediately payable without further notice of demand for payment by the Town. The Town shall use all additional remedies to collect unpaid taxes, penalties and interest as provided for under section 4-64.

(h) Every sale and purchase conducted within the Town is presumed to be taxable. At any hearing or proceeding to determine the taxability of a transaction, the burden of proving that any person is exempt from taxation or any article, commodity or transaction is exempt under the provisions of this Article shall be upon the person asserting the exemption.

Sec. 4-66. – Administrative authority of Town Treasurer.

(a) The administration of this Article is vested in and shall be exercised by the Town Treasurer, who shall administratively promulgate and amend, from time to time, forms and reasonable rules and regulations in conformity with this Article for the making of returns and reports, ascertainment and collection of the tax imposed hereunder, and for the proper administration and enforcement of this Article.

(b) The rules and regulations as prescribed by the Town Treasurer and, as from time to time are amended by the Town Treasurer, shall be published on the Town web site prior to their effectiveness. All such rules and regulations, and any forms developed by the Town Treasurer in accordance with this Article, shall be available to the public for inspection and copying during regular business hours at the Town of Snowmass Village Town Hall, 130 Kearns Road, Snowmass Village, CO 81615, and on the Town's web site: www.tosv.com.

(c) The Town Treasurer shall determine the meaning and application of all terms and provisions of this Article, subject to the appeal and review process set forth in section 4-65.

Sec. 4-67. - Deficiency due to negligence.

If any part of the deficiency is due to negligence or intentional disregard of authorized rules and regulations with knowledge thereof, but without intent to defraud, there shall be added ten percent (10%) of the total amount of the deficiency, and interest in such case shall be collected at the rate of one-half (.5%) percent per month on the amount of such deficiency from the time the return was due, from the person required to file the return, which interest shall become due and payable ten (10) days after written notice and demand to him or her by the Town Treasurer. If any part of the deficiency is due to fraud with the intent to evade the tax, then there shall be added fifty percent (50%) of the total amount of the deficiency, and in such case, the whole amount of the tax unpaid, including the additions, shall become due and payable ten (10) days after written notice on demand by the Town Treasurer, and an additional one percent (1%) per month on said amount shall be added from the date the return was due until paid.

Sec. 4-68. - License and tax.

The license and tax imposed by this Article shall be in addition to all other licenses and taxes required or imposed by law, except as herein otherwise provided.

Sec. 4-69. - Sales tax; credit for sales or use taxes previously paid to another municipality.

The Town sales tax shall not apply to the sale of tangible personal property at retail or the furnishing of services if the transaction was previously subjected to a sales or use tax lawfully imposed on the purchaser or user by another municipality equal to or in excess of the Town sales tax. A credit shall be granted against the Town sales tax with respect to such transaction equal in amount to the lawfully imposed local sales or use tax previously paid by the purchaser or user to the other municipality. The amount of the credit shall not exceed three and one-half percent (3 ½ %).

Sec. 4-70. - Intercity claims for recovery.

The intent of this section is to streamline and standardize procedures related to situations where tax has been remitted to the incorrect municipality. It is not intended to reduce or eliminate the responsibilities of the taxpayer or vendor to correctly pay, collect, and remit sales and use taxes to the Town.

(a) As used herein, "claim for recovery" means a claim for reimbursement of sales tax paid to the wrong taxing jurisdiction.

(b) When it is determined by the Town Treasurer that sales tax owed to the Town has been reported and paid to another municipality, the Town shall promptly notify the vendor that taxes are being improperly collected and remitted, and that as of the date of the notice the vendor must cease improper tax collections and remittances.

(c) The Town may make a written claim for recovery directly to the municipality that received tax and/or penalty and interest owed to the Town, or, in the alternative, may institute procedures for collection of the tax from the taxpayer or vendor. The decision to make a claim for a recovery lies in the sole discretion of the Town. Any claim for recovery shall include a properly executed release of claim from the taxpayer and/or vendor releasing its claim to the taxes paid to the wrong municipality, evidence to substantiate the claim, and a request that the municipality approves or denies, in whole or in part, the claim within ninety (90) days of its receipt. The municipality to which the Town submits a claim for recovery may, for good cause, request an extension of time to investigate the claim and approval of such extension by the Town shall not be unreasonably withheld.

(d) Within ninety (90) days after receipt of a claim for recovery, the Town shall verify to its satisfaction whether or not all or a portion of the tax claimed was improperly received, and shall notify the municipality submitting the claim in writing that the claim is either approved or denied in whole or in part, including the reasons for the decision. If the claim is approved in whole or in part, the Town shall remit the undisputed amount to the municipality submitting the claim within thirty (30) days of approval. If a claim is submitted jointly by a municipality and a vendor or taxpayer, the check shall be made to the parties jointly.

(e) The Town may deny a claim on the grounds that it has previously paid a claim for recovery involving the same transaction(s) directly to the taxpayer.

(f) The period subject to a claim for recovery shall be limited to the thirty-six (36) month period prior to the date the municipality that was wrongly paid the tax receives the claim for recovery.

Sec. 4-71. - Limitations.

The taxes for any period, together with interest thereon and penalties with respect thereto, imposed by this Article shall not be assessed nor shall any notice of lien be filed, distraint warrant issued or suit for collection be instituted, or any action to collect same be commenced, more than three (3) years after the date on which the tax was or is payable; nor shall a lien continue after such period, except for taxes assessed before the expiration of such period, notice of lien with respect to which has been filed prior to the expiration of such period. In the case of a false or fraudulent return with intent to evade tax, the tax, together with interest and penalties thereon, may be assessed or proceedings for the collection of such taxes may be commenced at any time. Before the expiration of such period limitation, the taxpayer and the Town Treasurer may agree in writing to an extension thereof, and the period so agreed on may be extended by subsequent agreements in writing.

Sec. 4-72. - Business records; audits.

(a) It shall be the duty of every person doing business in the Town, or otherwise subject to the tax under the provisions of this Article, or a person requiring a license under section 4-2 hereof to keep and preserve suitable records of all sales and transactions as may be necessary to determine the applicability of the provisions of this Article thereto, and to keep such invoices, sales memoranda, books and records for a period of three (3) years; and they shall be open at any time for examination by the Town Treasurer. Failure to keep and preserve suitable records as required by this section shall be a violation of this Code. Suitable records include, but are not limited to, the following:

- (1) Supporting documentation for every line item used on the sales tax return.
- (2) Sales and lease invoices, contracts.
- (3) Purchase journals and invoices.
- (4) Check books and/or check registers.
- (5) State sales tax returns.
- (6) Federal and state income tax returns.
- (7) Sales journals.

- (8) General ledgers.
- (9) Journal entries.
- (10) Chart of accounts.
- (11) Financial reports.
- (12) All other supporting documents not listed above.

(b) Business records are to be stored or kept within reasonable access of Town personnel. Should a taxpayer's business records be maintained at a location outside the Town's jurisdiction, the Town maintains the right to inspect such records at the taxpayer's location within the Town or to require the taxpayer to make the records available at Town offices.

(c) The Town maintains the authority to audit, upon reasonable notice, the business records of any taxpayer doing business in the Town. If the Town provides written notice to the taxpayer prior to the expiration of the thirty-six-month statute of limitations that the taxpayer's records will be audited pursuant to this Article, such limitation period shall be extended until the conclusion of the audit.

(d) The Town shall ordinarily audit a taxpayer's records only at the taxpayer's business location where such business records are routinely kept. Notwithstanding the foregoing, the treasurer may, under exceptional circumstances, permit limited scope auditing of a taxpayer's records by mail. Such a determination is solely within the discretion of the Town Treasurer and is not an appealable issue.

Sec. 4-73. - Application.

The sales tax imposed by this Article on the privilege of selling tangible personal property at retail shall apply to every retailer doing business in the Town. For the purpose of this Article, all retail sales are deemed to be consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his or her agent to a destination outside the limits of the Town or to a common carrier for delivery to a destination outside the limits of the Town. In the event a retailer has no permanent place of business in the Town, the place at which a retail sale is consummated for purposes of this Article is the location at which the purchaser ultimately takes possession of the purchased property. The amount subject to tax shall not include the amount of any state sales or use tax.

Secs. 4-74—4-90. - Reserved.

ARTICLE II – FUND MANAGEMENT

Sec. 4-16. – Marketing Fund.

(a) There is hereby created the Marketing Fund. Sales tax revenue generated through the imposition of a sales tax rate of two and one-half percent (2 ½ %) shall be deposited in the Marketing Fund, as approved by Town electors on November 5, 2002. The Marketing Fund shall be an interest-bearing account of the Town, but may be within existing bank accounts of the Town, provided that amounts within such fund are accounted for separately. Any interest income earned on deposits to the Marketing Fund shall be credited to said fund. The Town Treasurer shall account separately for all receipts and disbursements to and from the Marketing Fund.

(b) Except as otherwise provided by subsection (c) hereof, any and all disbursements from the Marketing Fund shall be limited to the payment of costs related to: (1) Marketing; (2) Creation, promotion and execution of special events; (3) Public relations; and (4) Actual and necessary expenses of the Snowmass Village Marketing and Special Events Board, for the development of tourism for the benefit of the Town of Snowmass Village.

(c) Notwithstanding the fund restrictions set forth in subsection (b) above, the Town Treasurer shall withdraw monies from the Marketing Fund, at or near the beginning of each calendar year, for purposes of sending to each full-time Town resident an annual rebate in the amount of fifty dollars (\$50.00).

Exhibit "C" to Ordinance No. 3, Series of 2016

ARTICLE VIII – LODGING TAX

Sec. 4-171. - Purpose.

The purpose of this Article is to implement the authorization of the electorate of the Town given on November 1, 2005, to impose a lodging tax at a rate not to exceed two and four tenths percent (2.4%), as adjusted by the Town Council by ordinance from time to time, upon the price paid for the renting or leasing of lodging within the Town for less than thirty (30) consecutive days.

Sec. 4-172. – Imposition of tax.

A lodging tax at the rate of two and four tenths percent (2.4%) is hereby imposed on all compensation paid as consideration for the renting or leasing of lodging within the Town when the term of said rental or lease period is less than thirty (30) consecutive days.

Sec. 4-173. - Liability for tax.

The owner and provider of the rented or leased accommodation is liable for the payment of the lodging tax established hereby. When the owner and provider are not the same party, the owner is liable for the payment of said tax.

Sec. 4-174. – Filing of returns.

All persons liable and responsible for the payment of the lodging tax established hereby shall before the twentieth day of each month make a return to the Town Treasurer for the preceding calendar month and remit an amount equivalent to said two and four tenths percent (2.4%). Such returns of the taxpayer or his or her duly authorized agent shall contain such information and be made in such manner and upon such forms that the Town Treasurer may prescribe.

Sec. 4-175. – Application of funds.

All funds received by the Town pursuant to this Article shall be deposited in a special fund, to be kept separate from the other funds of the Town, and designated as Group Sales Fund, a special restricted fund, the terms which are set forth under Article II of Chapter 4 of this code.

Sec. 4-176 – 4-190. Reserved.

ARTICLE II

Sec. 4-17. – Group Sales Fund.

(a) There is hereby created the Group Sales Fund. Tax revenue generated through the imposition of the lodging tax imposed and collected in accordance with Article VIII of this Chapter 4 shall be deposited in the Group Sales Fund, as approved by Town electors on November 1, 2005. The Group Sales Fund shall be an interest-bearing account of the Town, but may be within existing bank accounts of the Town, provided that amounts within such fund are accounted for separately. Any interest income earned on deposits to the Group Sales Fund shall be credited to said fund. The Town Treasurer shall account separately for all receipts and disbursements to and from the Group Sales Fund.

(b) Any and all disbursements from the Group Sales Fund shall be used only for the purpose of sales and marketing programs to attract group reservations of facilities and events within the Town of Snowmass Village.

**TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL**

**RESOLUTION NO. 23
SERIES 2022**

A RESOLUTION RATIFYING THE ACTION TAKEN BY THE TOWN CLERK AND TOWN MANAGER TO CHANGE THE BALLOT ISSUE TITLE TO CONFORM TO PITKIN COUNTY FORMAT FOR THE NOVEMBER 8, 2022 REGULAR MUNICIPAL ELECTION

WHEREAS, the Town of Snowmass Village, Colorado (the "Town"), is a home rule municipality, duly organized and existing pursuant to Section 6 of Article XX of the Colorado Constitution and the laws of the state of Colorado; and

WHEREAS, the Town of Snowmass Village Staff presented Ballot Issue language authorizing the permissible uses of existing tax revenues currently limited to tourism, marketing, group sales, and special events purposes to expand to include workforce housing purposes on September 6, 2022 and Town Council read and approved Resolution 22, Series of 2022; and

WHEREAS, Pitkin County Clerk and Recorder identified changes needed for the Ballot Issue Title to comply with the ballot format; and

WHEREAS, the Town Council therefore wishes to ratify the action taken by the Town Clerk and Town Manager to shorten the Ballot Issue Title to comply with Pitkin County ballot format.

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

Section 1. The following ballot title and ballot question shall be submitted to the registered electors of the Town at the November 8, 2022 regular municipal election:

BALLOT TITLE

AUTHORIZING THE EXPANDED USE OF EXISTING TAX DOLLARS FOR
WORKFORCE HOUSING

BALLOT QUESTION

WITHOUT IMPOSING ANY NEW TAX AND WITHOUT RAISING ANY EXISTING TAX
RATE, SHALL THE TOWN OF SNOWMASS VILLAGE BE AUTHORIZED TO
EXPAND THE PERMISSIBLE USES OF THE EXISTING 2.4% TOWN LODGING TAX
AND 2.5% OF THE EXISTING TOWN SALES TAX CURRENTLY RESTRICTED TO
MARKETING, SPECIAL EVENTS AND GROUP SALES PURPOSES TO ALSO

INCLUDE WORKFORCE HOUSING PURPOSES, INCLUDING BUT NOT LIMITED TO THE ACQUISITION, CONSTRUCTION, REHABILITATION, OPERATION AND MAINTENANCE OF TOWN-OWNED, CONTROLLED OR SPONSORED WORKFORCE HOUSING, COMMENCING WITH REVENUES GENERATED BY SAID TAXES IMPOSED ON JANUARY 1, 2023, AND MAY ALL SUCH REVENUES BE DEPOSITED IN ONE FUND COLLECTIVELY DEDICATED TO MARKETING, SPECIAL EVENTS, GROUP SALES AND WORKFORCE HOUSING, AND SHALL ALL SUCH REVENUES CONTINUE TO BE COLLECTED, RETAINED AND SPENT AS A VOTER APPROVED REVENUE CHANGE UNDER ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION WITHOUT REGARD TO ANY SPENDING, REVENUE-RAISING, OR OTHER LIMITATION CONTAINED WITHIN THE COLORADO CONSTITUTION OR ANY OTHER LAW?

Section 2. Town Staff is hereby authorized and directed to take all actions necessary to effectuate the referral of the ballot question set hereby, including but not limited to causing the TABOR notice required by law to be prepared and referred to the County Clerk and all other tasks required of the Town under the Election Intergovernmental Agreement (IGA) with the County.

Section 3. If a majority of the votes cast on the question referred by this Resolution vote in favor of the measure, Town Staff are further directed to proceed with all actions necessary to establish and maintain a separate fund for all tax revenues within the ballot question to be thereafter dedicated to marketing, special events, group sales, and workforce housing purposes.

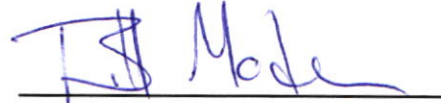
Section 4. Pursuant to C.R.S. §1-11-203.5, any election contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the form or content of the ballot title shall be commenced by petition filed with the proper court within five days after the title of the ballot issue or ballot question is set.

Section 5. If any section, paragraph, sentence, clause, or phrase of this Resolution or application hereof is held to be unconstitutional or invalid, such invalidity shall not affect the validity or constitutionality of the remaining portions of this Resolution which can be given effect without the invalid provision or application, and to this end, the provisions of this Resolution are severable.

Section 6. All acts, orders, and resolutions or parts thereof inconsistent with this Resolution are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any act, order or Resolution or part thereof heretofore repealed.

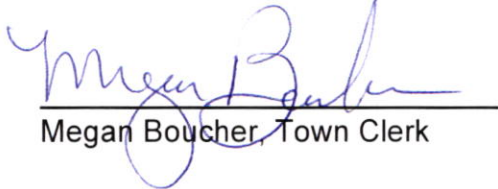
INTRODUCED, READ AND ADOPTED by the Town Council of the Town of Snowmass Village at a Regular Meeting of the Town Council held on the 19TH day of September 2022.

TOWN OF SNOWMASS VILLAGE



Bill Madsen, Mayor

ATTESTED AND CERTIFIED:



Megan Boucher, Town Clerk

CLERK & RECORDER

Ingrid K. Grueter, Pitkin County Clerk and Recorder
530 East Main St, Suite 104, Aspen, Colorado 81611
(970) 429-2708

530 East Main Street, Suite 104
Aspen, Colorado 81611
direct (970) 429-2710
phone (970) 920-5180
elections fax (970) 445-3007
main fax (970) 920-5196

**STATE OF COLORADO
COUNTY OF PITKIN**

**CERTIFICATION OF RESULTS FOR THE 2022 GENERAL ELECTION
HELD NOVEMBER 08, 2022
CERTIFIED NOVEMBER 29, 2022**

I, INGRID K. GRUETER, CLERK AND RECORDER FOR THE COUNTY OF PITKIN, STATE OF COLORADO, DO HEREBY CERTIFY THAT THE FOLLOWING IS A COMPLETE AND ACCURATE ACCOUNTING OF THE ABSTRACT OF VOTES CAST FOR

**TOWN OF SNOWMASS VILLAGE BALLOT ISSUE 2C
Authorizing the expanded use of existing tax dollars for workforce housing**

AT THE GENERAL ELECTION, HELD IN SAID COUNTY ON THE EIGHTH DAY OF NOVEMBER, 2022,
AS MORE PARTICULARLY SET FORTH IN THE CERTIFIED ABSTRACT OF THE NOVEMBER 2022
GENERAL ELECTION FILED IN MY OFFICE.

BALLOT CHOICES	VOTES CAST
YES/FOR	1,218
NO/AGAINST	256

WITNESS MY HAND AND SEAL THE 29TH DAY OF NOVEMBER, 2022.



INGRID K. GRUETER
PITKIN COUNTY CLERK & RECORDER
CHIEF ELECTION OFFICIAL



Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

January 16, 2024

AGENDA ITEM:

Town Park Owner's Update

PRESENTED BY:

Andy Worline *Parks, Recreation & Trails Director*
Riley Bonilla *Assistant Parks, Recreation & Trails Director*

BACKGROUND:

This is an update to the Town Park project as of January 10, 2024. As the Council will recall, over the past three years, significant progress was made in navigating the approval process, finalizing the design layout, and making crucial decisions regarding the project's elements. The final plan represents the community's vision through collaboration with user groups, special interest groups, and residents invested in Snowmass Village.

While the Town Park project has seen considerable progress, and as you have been made aware, challenges did arise with increases in construction, labor, and material costs. The total budgeted cost for the construction project, including land improvements and the maintenance facility, is \$6.5 million. We are confident we are remaining on schedule and on budget.

Construction commenced after the final Snowmass Western Heritage Association's rodeo in 2023 and will conclude late this Spring (early June) before the next rodeo season. As construction continues, the community is starting to see major progress and completion on the parking lot, a filtration pond, the rodeo grounds space, the Parks & Trails maintenance facility structure, and soon the bleacher structure.

The construction plan includes a configuration of four 40 ft tall light poles for rodeo lighting, a permeable recycled asphalt surface for the new parking lot, and a maintenance facility with a staff restroom (not public). While ongoing, we are still waiting for the Crown Castle construction plans and timelines for the removal of the existing tower and construction of the new cell tower a few dozen feet to the south.

A significant component of this project remains parking for both summer and winter use. Skier parking in the existing and new lots consistently hit the winter parking numbers. These parking numbers include the area where the arena will be located once the project is complete. As such, the future plans include the continued use of the interior of

the arena to accommodate the same number of skier parking spaces after construction is completed.

We appreciate the Town Council's continued support in making the Town Park project a reality and look forward to providing you with progress updates as construction continues.

FINANCIAL IMPACT:

The total projected cost of this project is \$6.5 million. This includes the Parking Lot, Rodeo update, flex fields, and Parks & Trails maintenance facility.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

The Town Council will:

1) Adopt a Master Plan for Town Park that will guide future physical improvements and will actively implement the creation of the community-oriented space

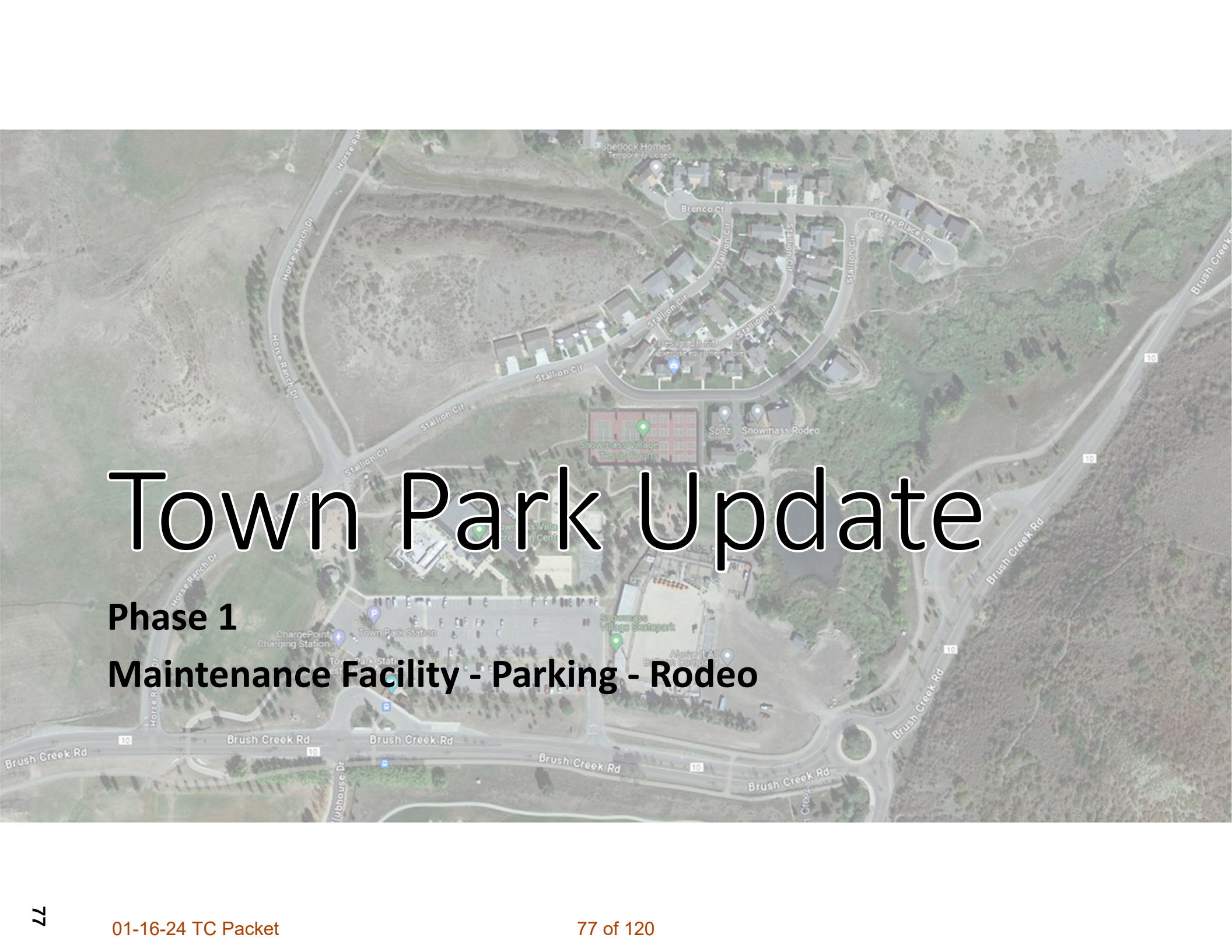
COUNCIL OPTIONS:

Listen to presentation and see pictures of progress.

STAFF RECOMMENDATION:

ATTACHMENTS:

1 Town Park Update Slides



Town Park Update

Phase 1

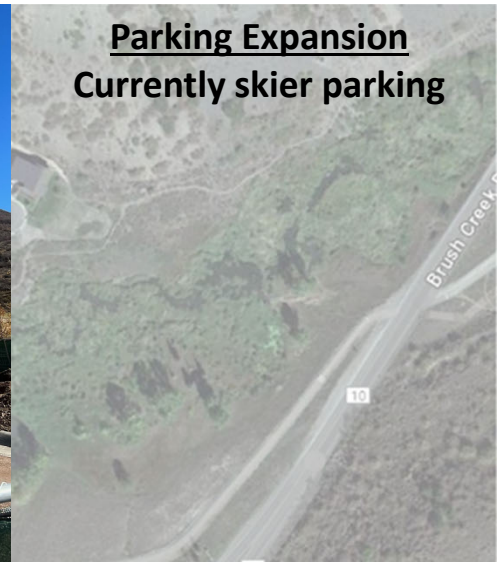
Maintenance Facility - Parking - Rodeo



8/17/23



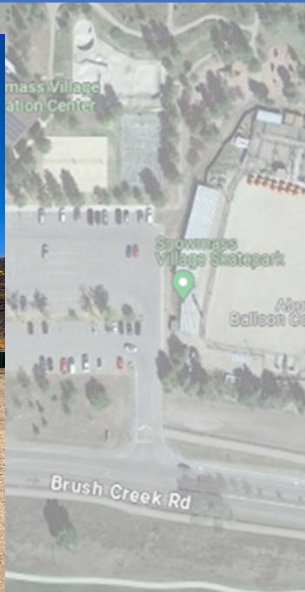
10/25/23



Parking Expansion
Currently skier parking

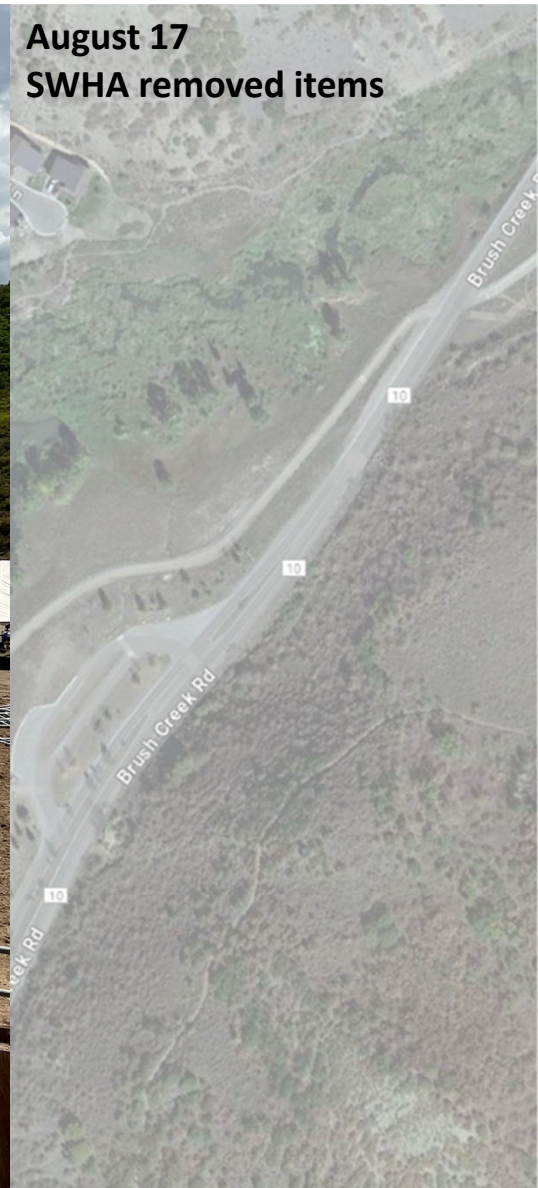
10/18/23

1/4/24





August 17
SWHA removed items





August 25
Tear down of existing rodeo
arena





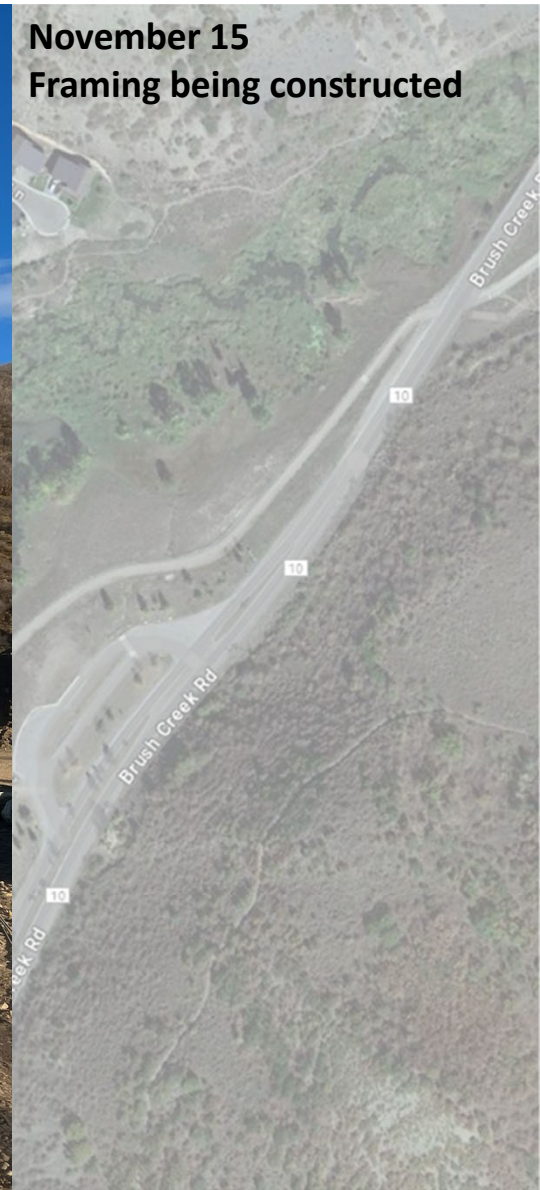
October 25
Framing before concrete



November 1
Foundation being laid

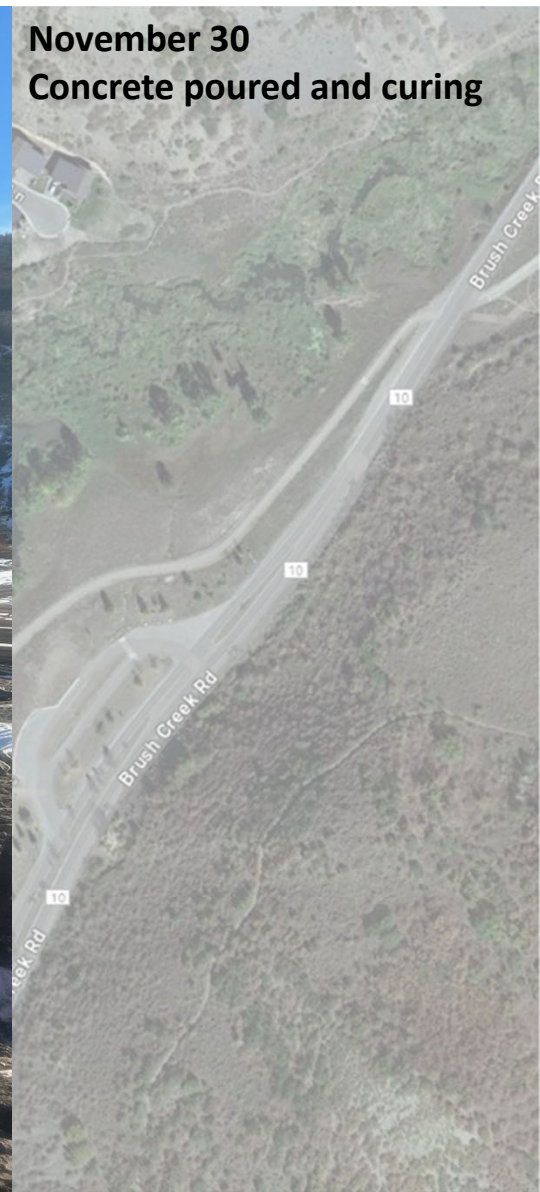


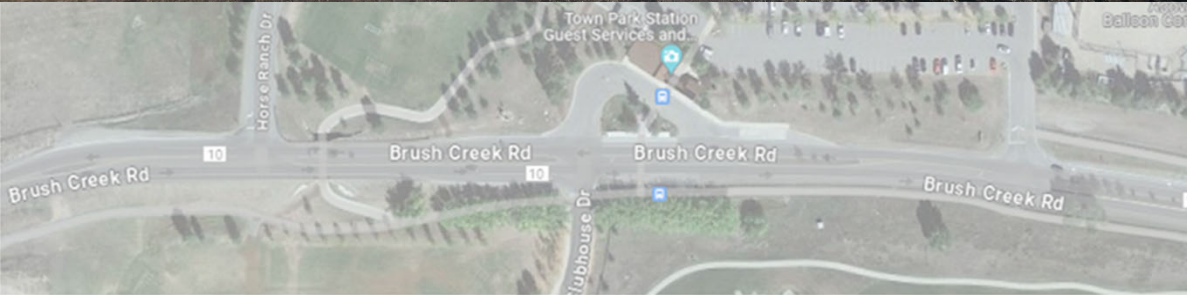






November 30
Concrete poured and curing







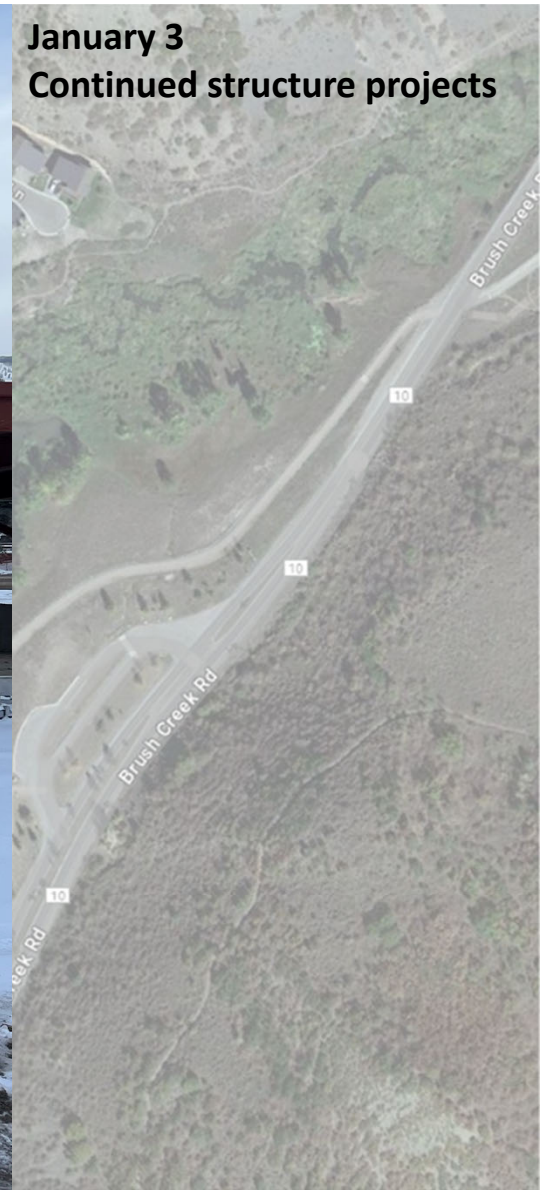
December 19
Structure frame installed







January 3
Continued structure projects





Agenda Item Summary

DATE OF MEETING:

January 16, 2024

AGENDA ITEM:

Continued Review of Permanent Moderate Housing Regulations

PRESENTED BY:

Betsy Crum, Housing Director

BACKGROUND:

In 2023, the Town Council has requested an opportunity to discuss various requirements of the Permanent Moderate Housing Regulations. The existing Regulations were last revised and updated in 2018 and enforce Chapter 17 of the Municipal Code and are incorporated by reference in that Code, which reads:

Sec. 17-11 **Regulations.** The Housing Manager shall establish rules and regulations to effectuate the provisions of this Article after conducting a public hearing and with the advice and consent of the Town Council. All rules and regulations so established shall be enforceable as if enacted in this Code.

At the June 5, July 17, September 11, November 20, 2023 and January 2, 2024 Town Council meetings, we reviewed the current rental and ownership housing programs in detail and discussed many of the provisions and nuances of the current Regulations.

Consensus has been reached on many items that are intended to strengthen and clarify the existing regulations. However, there remain two substantive changes on which consensus has not been reached. They include providing a preference for children who “grew up” in the Town of Snowmass Village, and the matter of whether there should be a change to Section 17.7, which limits the transfer of ownership to surviving spouses. The following is offered for consideration:

Local Preference Option: Propose adding the following language to Section 17.4.4
Lottery Procedure:

Applicants who have graduated from a high school located within Pitkin County will be given credit for four (4) years of Snowmass Village employment upon proof of the following:

- *Diploma from the local high school; and*
- *At least one parent employed full-time in Snowmass Village at time of graduation and at least four years prior to said graduation; and*

- *Present full-time employment in Snowmass Village immediately following an absence of less than five (5) years.*

This mirrors the APCA language and provides a clear method for documentation. It will allow someone who graduated, went away to college and then came back to work in Snowmass Village an edge, as they will start out having met the minimum lottery threshold of three (3) years. The benefit will also accrue to children who grew up in rental housing.

Crossings-Only Option: Propose amending Section 17.17 to honor the spirit of the original ordinance that governed the Crossings at Horse Ranch. That Ordinance was number 17 Series of 1994 (attached) and had provisions for transferring ownership. They were later modified by Ordinance 2, Series of 2002 which was signed on August 26, 2022, and limited transfer to the surviving spouse. This would only be available to those original purchasers (not to their children), and the proposed language would state:

Owners of homes at The Crossings at Horse Ranch who purchased their home prior to August 26, 2002, may transfer their home by operation of law by will or inheritance, to one or more of their surviving children, provided that the person who becomes vested with fee title to the house meets the criteria of a Qualified Employee, if the house exists on an Employee Lot, or a Qualified Purchaser, if the house exists on a Subsidized Lot. Subsidized Lots mean Lots 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 18, 19, 20, 21, 23, 24, 26, 27, 28, 29, 31.

This language differs slightly from the original Ordinance 17, Series of 1994. The original Ordinance allowed for gifting the home, and we propose eliminating that possibility. In addition, we have added that the property must be left to “one or more of their surviving children” so that it fulfills the idea of leaving the home to a child. Again, this would be for one time only for the original purchasers and would be upon their death. We do not recommend allowing this while the owner(s) is still living.

As a reminder, if approved, these changes will need to be made by Ordinance. Once we have received final direction from Council, staff will draft an ordinance and schedule public hearings for final approval.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

In 2023 the Town Council established the following housing goals:

Providing more affordable workforce housing options within the Village enables community members to contribute to the local economy AND helps to build a strong, emotionally connected and engaged community. Town Council remains committed to implementing the 2021 Housing Master Plan.

Understanding that Village residents are served by local governmental organizations that are physically outside of the town, TOSV will work closely with those partner entities to create a more inclusive workforce housing framework that will integrate additional people/positions/organizations into our housing program. TOSV will endeavor to leverage additional financial resources from these partners to help meet our respective housing needs.

The TOSV Housing Program provides the foundation for this goal and has set us apart from most Colorado ski communities since its inception.

RECOMMENDATION

It is the recommendation of Town Staff that the Town Council not make any changes to Sections 17.4.4 or 17.7 of the Permanent Moderate Housing Regulations. However, if a change is desired, either of both of the options above would be workable within the existing program.

ATTACHMENTS

Attachment 1 – Ordinance Number 17, Series of 1994.

TOWN OF SNOWMASS VILLAGE

TOWN COUNCIL

ORDINANCE NO. 17

SERIES OF 1994

AN ORDINANCE RESTATING THE PROVISIONS OF ARTICLE III OF CHAPTER 17 OF THE MUNICIPAL CODE CONCERNING DETACHED SINGLE FAMILY PERMANENT MODERATE HOUSING RESTRICTIONS AND DECLARING AN EMERGENCY.

WHEREAS, the Town Council enacted Ordinance No. 13, Series of 1994, amending Chapter 17 of the Municipal Code to amend and enact permanent moderate housing restrictions; and

WHEREAS, the purpose of Ordinance No. 13, Series of 1994, was to create detached single family permanent moderate housing restrictions; and

WHEREAS, after enacting Ordinance No. 13, Series of 1994, it was brought to the attention of the Town Council that potential inequities existed in the manner in which the maximum resale price of a house would be computed; and

WHEREAS, after review of the potential inequities and after receiving public comment during July, 1994, the Town Council determined that an amendment to the provisions of Article III of Chapter 17 of the Municipal Code was required; and

WHEREAS, the Town Council has determined that the restated provisions of Article III of Chapter 17 must have immediate effect for uniform application on all houses at The Crossings at Horse Ranch; and

WHEREAS, the Town Council is authorized to enact emergency Ordinances for the preservation of public property, health, welfare, peace and safety, in accordance with the provisions of Section 4.10 of the Home Rule Charter.

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

1. Restatement. Article III, Chapter 17 of the Snowmass Village Municipal Code is hereby restated as follows:

ARTICLE III

Detached Single Family Permanent Moderate Housing

Sec. 17-50. Purpose.

To effectuate the orderly administration of detached single family permanent moderate houses, the Town Council has determined

that reasonable regulations and restrictions are required. It is the intention of the Town Council to ensure that detached single family permanent moderate houses shall be available for purchase by Qualified Employees and Qualified Purchasers at an affordable price. Public money is being utilized to make the original Purchase Price of a detached single family house affordable and, therefore, restrictions on escalation of the Resale Price of the house are required.

Sec. 17-51. Definitions.

As used in this Article, the following words shall be construed to have the meanings defined below:

(1) "Base Price" shall mean the contract price for the original purchase by a Qualified Employee or Qualified Purchaser from Foresite Capital Facilities Corporation of a house plus the cost of installed Options, minus the cost of the installed deck option. The inclusion of the Option for an unfinished basement and the finishing of the basement shall be added to the Base Price upon completion of either option. Provided, however, an unfinished basement must have been installed during the original construction of the house, otherwise, no increase in the Base Price shall be authorized for the finishing of the basement per standard design. The following is an itemization of the Base Price per lot:

<u>Lot No.</u>	<u>Base Price</u>	<u>Finished Basement Per Standard Design</u>
1	\$256,000	\$40,320
2	\$199,500	\$42,630
3	\$199,500	\$42,630
4	\$285,000	\$33,096
5	\$265,000	\$40,320
6	\$273,000	\$27,132
7	\$268,000	\$40,320
8	\$275,000	\$27,132
9	\$278,000	\$28,424
10	\$291,000	\$33,096
11	\$279,000	\$28,424
12	\$296,000	\$32,088
13	\$283,000	\$39,644
14	\$281,000	\$39,644
15	\$205,000	\$35,112

<u>Lot No.</u>	<u>Base Price</u>	<u>Finished Basement Per Standard Design</u>
16	\$199,500	\$42,630
17	\$231,000	\$42,630
18	\$281,000	\$33,096
19	\$270,000	\$27,132
20	\$293,000	\$32,088
21	\$299,000	\$39,644
22	\$205,000	\$35,112
23	\$277,000	\$ 0
24	\$289,000	\$ 0
25	\$205,000	\$35,112
26	\$266,000	\$ 0
27	\$271,000	\$40,320
28	\$271,000	\$40,320
29	\$276,000	\$ 0
30	\$201,500	\$63,000
31	\$260,000	\$40,320
32	\$260,000	\$40,320
33	\$175,000	\$52,920
34	\$205,000	\$35,112
35	\$189,500	\$63,000

(2) "Employee Lot" shall mean Lots 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 18, 19, 20, 21, 23, 24, 26, 27, 28, 29, 31 and 32 as defined on the Plat for The Crossings at Horse Ranch, filed for record in the office in the Clerk and Recorder of Pitkin County, Colorado.

(3) "Improvements" means any Option which is installed after the issuance of the original certificate of occupancy for the house plus the cost of the deck option, if it was subtracted from the definition of Base Price. The maximum amount of Improvements shall be limited to ten percent (10%) of the Base Price. From the issuance of the original certificate of occupancy, the limitation on the maximum amount of Improvements shall escalate as follows:

- a. To five (5) years, 5% of the Base Price;
- b. To six (6) years, 6% of the Base Price;

- c. To seven (7) years, 7% of the Base Price;
- d. To eight (8) years, 8% of the Base Price;
- e. To nine (9) years, 9% of Base Price; and
- f. To ten (10) years, 10% of the Base Price.

An Owner shall provide the following information to the Town Clerk with the written notice of intent to sell given in accordance with the provisions of Section 17-52(a) of the Municipal Code to substantiate the calculation of the allowable amount of Improvements:

- a. An affidavit of Owner setting forth the amounts expended for Improvements with receipts attached thereto;

- b. The certificate of completion issued by the Building and Planning Department for the Improvements, if required, or if no certificate of completion is required, then a statement from the building official that the Improvements installed did not require a certificate of completion.

(4) "Maximum Resale Price" means the Owner's Purchase Price, plus the cost of installed Improvements, and plus the lesser of an amount equal to:

- a. A three percent (3%) annual increase on the Purchase Price, prorated from the date of purchase to the date of notice of intent to sell, given in accordance with the provisions of Section 17-52(a) of the Municipal Code; or

- b. An amount equal to the Consumer Price Index increase, all items, urban wage earners and clerical workers (revised) published by the United States Department of Labor Statistics, commonly known as the C.P.I.-W, calculated as follows:

1. The Purchase Price of the current Owner;
2. Multiplied by the C.P.I.-W last published prior to the time of purchase by Owner;
3. Divided by the C.P.I.-W last published prior to the date of notice of intent to sell;

An Owner shall only be entitled to receive the Maximum Resale Price for a house if the house has been maintained in a clean and orderly condition, normal wear and tear excepted.

(5) "Options" means any improvements to a house or lot, which was approved by the Town Council as an option to the basic house design, as set forth in Exhibit "A" to the Horse Ranch Employee Housing Development Agreement entered into by and

between the Town and Foresite Capital Facilities Corporation on the 22nd day of April, 1994.

(6) "Owner" means the fee simple Owner of a house in The Crossings at Horse Ranch.

(7) "Purchase Price" means the purchase price paid by a Qualified Employee or Qualified Purchaser for the purchase of a house, less the cost of installed Improvements, and shall mean the Base Price for the first sale of a house by other than Foresite Capital Facilities Corporation.

(8) "Qualified Employee" means a Snowmass Village or Pitkin County employee or sole proprietor who is actively involved in his or her business, working a minimum of thirty-five (35) hours per week, for a minimum of nine (9) months per calendar year and having been a resident of Pitkin County for not less than the immediately preceding twelve (12) consecutive months.

(9) "Qualified Purchaser" means a person meeting the qualifications for purchase of a house as established from time to time by the Town Manager, taking into consideration without limitation employment, income, net worth and residency. The Town shall be considered to be a Qualified Purchaser without the necessity of compliance with the qualifications established by the Town Manager.

(10) "Resale Fee" shall mean one-half of one percent (.5%) of the Purchase Price to a maximum of \$1,500.00.

(11) "Subsidized Lot" shall mean Lots 2, 3, 15, 16, 17, 22, 25, 30, 33, 34 and 35 as defined on the Plat for The Crossings at Horse Ranch, filed for record in the office in the Clerk and Recorder of Pitkin County, Colorado.

Sec. 17-52. Resale procedure.

(a) When an Owner desires to sell a house, the Owner shall file a written notice of intent to sell with the Town Clerk and the affidavit concerning Improvements as described in Section 17-51(3) of the Municipal Code. Thereupon, the Town Clerk shall determine the Maximum Resale Price for the house, collect one-half (1/2) of the Resale Fee based upon the Maximum Resale Price, and shall publish notice in The Snowmass Sun once a week for the next four (4) consecutive weeks that the house is available for purchase by a Qualified Employee or Qualified Purchaser, as the case may be.

(b) The Owner shall advertise the house for sale by the placement of a for sale sign meeting the requirements of Section 16-304(6) of the Municipal Code at a conspicuous location displayed toward the public right-of-way adjoining the lot upon which the house is located. Thereafter, the Owner may list the

property for sale with a real estate broker or negotiate a contract for sale of the house, and shall notify all proposed purchasers of the necessity to have the Town Clerk confirm that the proposed purchaser is a Qualified Employee, if the Owner owns an Employee Lot, or a Qualified Purchaser, if the Owners owns a Subsidized Lot. Provided, however, for the first thirty (30) days that the house is offered for sale, Qualified Employees and Qualified Purchasers who are employed within the Town shall have the first opportunity to purchase the house. Prior to acceptance of an offer to purchase the house by the Owner, the Owner shall confirm with the Town Clerk that the proposed purchaser is a Qualified Employee, if the Owner owns an Employee Lot, or a Qualified Purchaser, if the Owner owns a Subsidized Lot.

(c) In the event that identical offers are received prior to acceptance by the Owner from Qualified Employees or Qualified Purchasers, the successful purchaser shall be designated by the Town Clerk by determining which of the prospective purchasers has the greatest length of employment in the Town. In the event that the length of employment does not allow for the designation of a successful purchaser, the successful purchaser shall be determined by lot.

(d) In no event shall the closing of the sale of a house occur unless:

(1) The Town Clerk confirms that the purchaser is a Qualified Employee, if the house exists on an Employee Lot, or a Qualified Purchaser, if the house exists on a Subsidized Lot; and

(2) The sale price does not exceed the Maximum Resale Price; and

(3) The balance of the resale fee computed on the actual sale price has been paid to the Town Clerk.

Sec. 17-53. Mandatory resale.

In the event that an Owner no longer maintains his or her principal place of residence at the house, then the Owner shall immediately offer the house for sale in accordance with the provisions of Section 17-52 of the Municipal Code.

Sec. 17-54. Nonqualified purchaser.

In the event that a purchaser who is not a Qualified Employee of an Employee Lot or a Qualified Purchaser of a Subsidized Lot takes title to a house, then such nonqualifying purchaser shall immediately:

(1) **Mandatory sale.** Place the house for sale in accordance with the provisions of Section 17-52 of the Municipal Code, provided that the Maximum Resale Price shall be the lesser of the Purchase Price paid by the nonqualified purchaser or the Maximum Resale Price; and

(2) **Mandatory rental.** Rent the house to a Town or County employee, subject to the approval of the Town Manager pending the sale of the house.

In no event shall the nonqualifying purchaser reside in the house or obtain any use or enjoyment from the house.

Sec. 17-55. Rental.

No Owner may rent a house without the prior express written approval from the Town Manager. The maximum rent for any approved lease shall not exceed the monthly expenses for costs of principal and interest payments, taxes, property insurance, condominium assessments and utilities, plus an additional amount not to exceed twenty dollars (\$20.00) per month. If no mortgage exists against the house, then the rental rate shall not exceed the monthly expense plus a reasonable amount approved by the Town Manager. A security deposit in a reasonable amount which is refundable in accordance with the laws of the State may be deposited by the tenant.

Sec. 17-56. No guaranty or warranty.

No guaranty or warranty is made by the Town to an Owner, or that an Owner may be able to:

- (1) Resell a house;
- (2) Resell a house at the Maximum Resale Price;
- (3) Rent a house; or
- (4) Rent a house without incurring monetary loss.

Sec. 17-57. Exempt transactions.

Certain transfers of fee title in a house shall not be required to follow the procedure set forth in Section 17-52 of the Municipal Code, unless designed to avoid the intent of this Article.

- (1) **Operation of law.** A transfer by operation of law by will or inheritance or by gift, provided that the person who becomes vested with fee title to the house meets the criteria of a Qualified Employee, if the house exists on an Employee

Lot, or a Qualified Purchaser, if the house exists on a Subsidized Lot;

(2) Foreclosure sale. A transfer of fee title to the house by a public trustee deed or a sheriff's deed pursuant to a foreclosure sale, provided that the person who becomes vested with fee title to the house meets the criteria of a Qualified Employee, if the house exists on an Employee Lot, or a Qualified Purchaser, if the house exists on a Subsidized Lot; or

(3) Required notice. Upon the transfer of fee title in a house pursuant to either of the foregoing, the Owner shall provide notice to the Town Clerk of the applicable information required to determine that an exempt transaction has occurred.

Sec. 17-58. Release of restrictions.

To induce financial institutions to finance the acquisition or refinance of the loan for acquisition of houses, the Town Manager is authorized to enter into agreements which may allow for the release of a house from the application of the provisions of this Article in the event of a foreclosure of a first priority deed of trust or mortgage securing a loan. Provided, however, that any such agreement shall provide that:

(1) The Town shall have an option to purchase the house for the price which would be paid by the redeeming Owner in the foreclosure;

(2) The option to purchase period shall commence upon the end of the last redemption period of the foreclosure and shall continue for a period of not less than ten (10) days; and

(3) The release of the house from the applicability of this Article shall occur only after the expiration of the option to purchase period.

Sec. 17-59. Saving clause.

If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Article shall be unlawful or void for violation of:

(1) The rule against perpetuity or some analogous statutory provision;

(2) The rule restricting restraints on alienation; or

(3) Any other statutory or common law rules imposing like or similar time limits;

then such provisions shall continue only for the period of the lives of the duly elected and seated Town Council enacting Ordinance No. 13, Series of 1994, their now living descendants, if any, and the survivor of them, plus twenty-one (21) years.

Sec. 17-60. Remedies of the Town.

The Town expressly reserves all remedies provided by law and the Municipal Code for violation of the provisions of this Article, including the following:

(1) Transfer void. In the event a house is sold and conveyed without compliance with the provisions of this Article, such sale shall be wholly null and void and shall confer no title whatsoever upon the purported purchaser. Each and every conveyance of the property, for all purposes, shall be deemed to include and incorporate by this reference the provisions of this Article, even without reference thereto.

(2) Failure to cure breach. In the event the Owner fails to cure any violation, the Town may resort to legal action, including, but not limited to specific performance of these restrictions or a mandatory injunction requiring sale of the property by the Owner.

(3) House price freeze. In the event of a violation of any of the terms or conditions hereby of the Owner or the transfer of a house to a nonqualified transferee, the Owner's Purchase Price of the house shall upon the date of such violation or transfer automatically cease to increase and shall remain fixed until the date of cure of said violation or disqualification.

2. Declaration of Emergency. The Town Council hereby declares an emergency for the preservation of the public property, health, welfare, peace and safety to ensure the orderly administration of detached single family residences at The Crossings at Horse Ranch as a permanent moderate housing project.

READ, APPROVED AND ADOPTED as an emergency Ordinance on the 22nd day of August, 1994, by a vote of 5 in favor and 0 opposed. Councilmember Shore abstained. Councilmember Blake was absent.

TOWN OF SNOWMASS VILLAGE

By:

Douglas Mercatoris, Mayor Pro Tem

ATTEST:

Rhonda B. Hess

Rhonda B. Hess, Deputy Town Clerk

HORSE RANCH EMPLOYEE HOUSING DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the Town of Snowmass Village, a Colorado home rule municipality, whose address is Post Office Box 5010, Snowmass Village, Colorado 81615, hereinafter referred to as the "Town", and Foresite Capital Facilities Corporation, a Colorado corporation, whose address is 3773 Cherry Creek North Drive, Suite 240, Denver, Colorado 80209, hereinafter referred to as "FC2".

W I T N E S S E T H:

WHEREAS, the Town is the owner of a parcel of property commonly referred to as The Crossings at Horse Ranch, according to the Plat thereof, to be filed for record in the office of the Clerk and Recorder of Pitkin County, Colorado, which is a permanent moderate housing project consisting of thirty-five (35) single family lots, situate in the Town of Snowmass Village, County of Pitkin, State of Colorado, hereinafter referred to as the "Property"; and

WHEREAS, it is the intention of the Town to cause the development of the Property to encompass thirty-five (35) single family residences in furtherance of its employee housing program, hereinafter referred to as the "Project"; and

WHEREAS, it is the intention of the Town to retain Lot No. 28 on the Property for the sole and separate use of the Town; and

WHEREAS, the Town has solicited a proposal for development of the Project from FC2; and

WHEREAS, FC2 has proposed designs of homes and corresponding estimates of sale prices at its sole cost and expense; and

WHEREAS, the Town Council of the Town has developed and approved certain guidelines and restrictions for the qualification of purchasers of homes within the Project; and

WHEREAS, FC2 has developed to the satisfaction of the Town Council certain designs and guaranteed the price for the construction of homes on lots on the Property; and

WHEREAS, the Town has entered into an Agreement with the Snowmass Land Company, hereinafter referred to as "SLC", the terms and conditions of which will be carried out by FC2; and

(e) The contract purchaser has been approved for construction financing and a permanent take out loan in an amount sufficient to construct the house on the lot in accordance with the design criteria which has been approved by the Town Council; and

(f) The qualified purchaser will pay at closing in cash that portion of the purchase price which is not being funded by the loan referred to in subparagraph (e); and

(g) The contract price for the lot and house being paid by the qualified purchaser for the Town Council approved house design does not exceed the maximum price guaranteed by FC2 to the Town Council; and

(h) No notice of intent to record a mechanic's lien exists or has been filed with FC2, or a mechanic's lien has been filed against the Project; and

(i) FC2 certifies to the Town that there are no arrearages in the timely payment of all legitimate payment requests from contractors performing work on and materialmen supplying materials to the Project; and

(j) All sums due and owing to the Town in accordance with the provision hereof are current and not in arrears.

(k) FC2 is diligently resolving items raised by the construction observer in accordance with the provisions of Paragraph 7.

If for any reason FC2 does not contemporaneously convey a lot to a qualified purchaser after receiving the conveyance from the Town, or FC2 thereafter becomes vested with title to a lot for whatever reason, FC2 shall immediately reconvey such lot to the Town free and clear of all liens and encumbrances.

3. Payment to the Town. Commencing with the closing of the ⁴⁰ 12 twenty-first (21st) house purchase, FC2 shall pay to the Town the amount ⁴⁸⁰ of Forty Thousand Dollars (\$40,000.00) and continuing thereafter at the ^{20 Pm.} time of the closing of each succeeding lot, through and including the ^{33rd} thirty-third (33rd) closing to a maximum amount of Five Hundred Thousand Dollars (\$500,000.00).

4. Tax Exempt Status. The Town declares that the development of the Project is a benefit to the public health, safety and welfare, fosters the Town's permanent moderate housing program, and ensures that employees will also be residents of the Town. In the furtherance of the Town goals and purposes, the Town declares that the Project is of a public nature and therefore exempt from the payment of sales and use tax as defined in the laws of the State of Colorado, the Pitkin County Code, and the Snowmass Village Municipal Code. At the request of FC2, the

Town shall provide material suppliers with certification of the tax exempt status of the Project and the appropriate documentation to support the tax exempt status. FC2 warrants and represents to the Town that materials will be purchased only for the Project under the tax exempt status.

5. Waiver of Fees. The Town shall waive the building permit fees and occupancy assessments defined in Chapter XVIII, Article 3 and excavation and obstruction permit fees defined in Chapter XI, Article 1 of the Snowmass Village Municipal Code because of the public purpose of the Project. Provided, however, FC2 shall pay to the Town the actual out-of-pocket costs incurred by the Town in performing inspections of the construction activities in the Project required by the provisions of Chapters XI and XVIII of the Snowmass Village Municipal Code as determined by the Public Works Director and the Town Planner, as the case may be.

6. Development Fee Payment to the Town. Periodically during the development of the Project, FC2 shall pay to the Town installments toward a development fee. Upon the issuance of the certificate of occupancy of the thirty-fourth (34th) house, FC2 shall pay to the Town the balance of the development fee. The precise determination of the development fee shall be computed to be three percent (3%) of the total cost of the materials utilized in the completion of the Project, not including those materials utilized in the construction and installation of the infrastructure. It is anticipated by and between the Town and FC2 that the total development fee payable to the Town by FC2 shall be in the approximate amount of One Hundred and Fifty Thousand Dollars (\$150,000.00).

7. Construction Observer. The Town shall designate a construction observer to ensure the quality construction of the houses in the Project in accordance with the Town approved design. The construction observer shall assist qualified purchasers in resolving disputes with FC2 regarding their respective contracts to purchase homes from FC2. The construction observer shall effectively be working for the qualified purchasers as a whole. FC2 shall diligently and promptly respond to and resolve, to the reasonable satisfaction of the construction observer, all items brought to the attention of FC2 by the construction observer relating to the Project. FC2 shall timely pay all invoices from the construction observer for services rendered, to a maximum amount of \$30,000.00. In the event that the cost of the construction observer is less than \$30,000.00 for the services rendered by the construction observer relating to the Project, then FC2 shall pay to the Town the difference between \$30,000.00 and the actual cost of the construction observer at the time of the payment of the development fee to the Town.

8. Indemnification, Hold Harmless and Waiver by FC2. FC2 hereby agrees as follows:

(a) That FC2 warrants and represents to the Town and SLC that it has examined and investigated to its full satisfaction the physical nature and condition of the Property, as well as all plans, specifications and information generated by the Town and SLC, or their consultants for infrastructure and roads for the Property. Neither the Town nor SLC nor any agent, attorney, employee or representative of the Town or SLC has made any representations whatsoever regarding the Property, its improvements, or any part thereof, including representations as to physical nature, condition of the premises or suitability of the Property for development, or the useability of plans and specifications prepared for the Property.

(b) In executing and performing on this Agreement and development of the Property FC2 is relying solely upon its own investigation of all plans, specifications and information, including those generated by the Town and SLC or their consultants, as well as the suitability of the Property for development.

(c) To take the Property "AS IS, WITHOUT WARRANTY", and that FC2 has conducted its own inspection of the Property and is relying upon its own inspection of the Property to move forward with its development.

(d) To indemnify and hold harmless the Town and the SLC against all liabilities, losses, damages, expenses and regulatory fines of any kind or nature, including attorneys' fees, from the use by FC2, Snowmass Ranch Realty, Inc., and Shaw Construction Company of plans, specifications or information of the Town, SLC or their consultants, Design Workshop, Inc., Chen Northern, McLaughlin Water Engineers and Drexel Barrell Engineers;

(e) To indemnify and hold harmless the Town and SLC from all liability for the payment of Design Workshop, Inc., Chen Northern, McLaughlin Water Engineers and Drexel Barrell Engineers for services rendered to the Project;

(f) To waive and release the right for any claims against the Town or SLC and releasing the Town and SLC for work performed for or on behalf of the Town or SLC in furtherance of the Project;

(g) To settle, liquidate and pay all liabilities, losses, damages, expenses and regulatory fines of any kind or nature, including attorneys' fees, arising from the activities of FC2, including without limitation, their contractors and consultants, in the development of the Project;

(h) To cause to be provided to the Town, and to cause to be maintained at all times during the term of this Agreement and for a period of not less than one (1) year from the termination of this Agreement, a certificate evidencing the existence of errors and

omissions insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for any and all work performed by engineers, architects and other professionals who work on the Project, employed by The Durrant Group, Inc. on behalf of FC2;

(i) To provide to the Town, and to maintain at all times during the term of this Agreement and for a period of not less than one (1) year from the termination of this Agreement, a certificate evidencing the existence of general liability insurance in the minimum amounts of One Million Dollars (\$1,000,000.00) combined single limit with a Five Million Dollar (\$5,000,000.00) excess liability umbrella of FC2;

(j) To provide to the Town, and to maintain at all times during the term of this Agreement and for a period of not less than one (1) year from the termination of this Agreement, a certificate evidencing the existence of general liability insurance from Shaw Construction Company in the minimum amount of Two Million Dollars (\$2,000,000.00) combined single limit with a Twenty Million Dollar (\$20,000,000.00) excess liability umbrella;

(k) To indemnify and hold the Town harmless from all claims, including attorneys' fees, arising from the activities of FC2, including without limitation, its contractors and consultants, in the development of the Project. The Town shall be a named additional insured on the general liability insurance set forth in subparagraph (f), and a certificate evidencing the Town as an additional insured shall be delivered to the Town within ten (10) days of the date of this Agreement; and

(l) To guarantee all workmanship and materials incorporated into the construction of a house and installation of improvements on a lot for a period of one (1) year from the issuance of the certificate of occupancy to each qualified purchaser.

9. Term. This Agreement shall commence and become effective upon execution hereof by the last party and shall terminate two (2) years thereafter.

10. Approved Design and Prices. The designs of the homes on a lot-by-lot basis set forth in Appendix "A" incorporated herein by this reference are the design criteria which has been approved by the Town Council and which constitute compliance with the provisions of Paragraph 2(e). The base price set forth by lot for a specific home is the contract price approved by the Town Council which satisfies the requirements of Paragraph 2(g). FC2 agrees to guarantee the prices in Appendix "B" for a period of not less than ninety (90) days from the effective date of this Agreement. All qualified purchasers who close on the purchase of a lot and a house within ninety (90) days of the effective date of this Agreement are guaranteed the base price set forth in Appendix "B" by FC2.

11. Lot 28 House. FC2 agrees to construct a Thoroughbred model home as defined in Appendix "A" incorporated herein by this reference, for a base price of Two Hundred Seventy-Six Thousand Dollars (\$276,000.00) if the Town provides FC2 with written notice to proceed with the construction of the home and pays to FC2 the amount of Forty-Two Thousand Dollars (\$42,000.00) within ninety (90) days from the effective date of this Agreement. The Forty-Two Thousand Dollars (\$42,000.00) payment to FC2 by the Town shall be deposited by FC2 into the Segregated Account. FC2 shall provide the Town with monthly draw requests on a percentage completion basis, which draw requests shall be timely paid to FC2 by the Town within fifteen (15) days of the date of submission. In the event that the Town does not provide FC2 with written notice to proceed with the construction of the house within ninety (90) days from the effective date hereof, ninety-one (91) days from the effective date hereof, the Town shall pay FC2 the amount of Forty-Two Thousand Dollars (\$42,000.00) which shall be deposited by FC2 into the Segregated Account.

12. Failure of Total Build Out. In the event that FC2 is unable to sell all thirty-four (34) lots in accordance with the terms and provisions of this Agreement, then the following shall apply:

(a) All sums remaining in the Segregated Account shall be immediately paid to the Town; and

(b) Lots held in the name of FC2 shall be immediately conveyed to the Town, free and clear of all liens and encumbrances; and

(c) All sums due and owing to the Town pursuant to the provisions of Paragraph 3 shall be immediately paid; and

(d) All sums due and owing to the Town pursuant to the provisions of Paragraph 6 shall be immediately paid and prorated through the number of lots actually conveyed to FC2; and

(e) All sums due and owing to the construction observer prorated by the number of lots actually conveyed to FC2, but subject to the provisions of Paragraph 7, shall be paid immediately; and

(f) Provide to the Town plans and specifications for the construction of all models of homes approved by the Town Council as described in Appendix "A" in sufficient detail to allow for the issuance of a building permit for each design of a home.

13. The Durrant Group, Inc. Guarantee. The Durrant Group, Inc., hereby agrees to guarantee the performance of FC2 as set forth in this Agreement.

14. Remedies of the Town. In the event of a default in the performance of the terms and conditions of this Agreement by FC2, the Town shall notify FC2 in writing of the existence of the event of default, and FC2 shall have a period not exceeding seven (7) days from the date of the notice to correct the default. In the event that the default is not corrected within the seven (7) day period, or if FC2 is not diligently pursuing the correction of the default in a manner reasonably satisfactory to the Town, the Town may consider FC2 unable to sell all thirty-four (34) lots, and the provisions of Paragraph 12 shall immediately apply. Whereupon, the obligation of the Town to authorize any payments in accordance with the provisions of Paragraph 1(a) or convey any lots in accordance with the provisions of Paragraph 2 shall immediately terminate.

15. Remedies of FC2. In the event that the Town is in default of the terms and conditions of this Agreement, then FC2 shall have the remedy of specific performance to compel the Town to perform a specific term and condition of this Agreement. To the limited extent that the remedy granted to FC2 pursuant to this paragraph conflicts with the provisions set forth in Paragraph 8, the provisions of this paragraph shall control.

16. Survival of Representations. The warranties, representations, covenants, indemnities and waivers of FC2 shall survive the term of this Agreement.

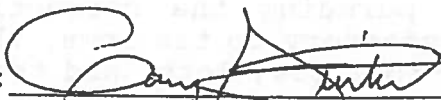
17. Complete Agreement. This Agreement constitutes the entire and complete agreement of the parties on the subject matter dealt with herein. No promise or undertaking has been made by any party, and no understanding exists with respect to the transaction herein contemplated, except as expressly set forth herein. All prior and contemporaneous negotiations and understandings between the parties are embodied and merged into this Agreement. Any modification or amendment must be in a written form and executed in the same manner as this Agreement.

18. Attorneys' Fees. In the event litigation is necessary to enforce the rights of either party under this Agreement, the party prevailing in such litigation shall be entitled to reasonable attorneys' fees and costs of suit actually incurred in such litigation.

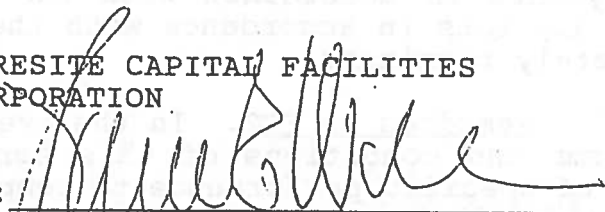
19. Binding. This Agreement shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.

IN WITNESS WHEREOF, the Town and FC2 have caused their authorized representatives to execute this Agreement on the 22nd day of April, 1994.

TOWN OF SNOWMASS VILLAGE

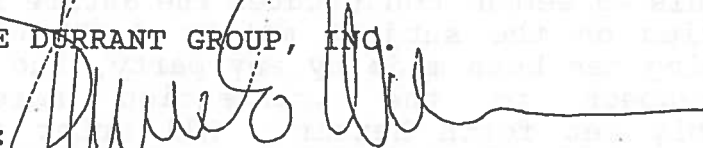
By: 
Gary Suiter, Town Manager

FORESITE CAPITAL FACILITIES
CORPORATION

By: 
Norman E. Wirkler, President

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE HEREBY APPROVED AND AGREED TO BY THE DURRANT GROUP, INC., AND THE DURRANT GROUP, INC. HEREBY AGREES TO GUARANTEE THE PERFORMANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT BY FORESITE CAPITAL FACILITIES CORPORATION, DATED ON THIS 22ND DAY OF APRIL, 1994.

THE DURRANT GROUP, INC.

By: 
Norman E. Wirkler, President

C:\WPDOC\TOSV\HRDEVELO.AGR

THE CROSSINGS AT HORSE RANCH

APPENDIX "B"
APRIL 18, 1994

LOT	HOUSE NAME	BASE PRICE	
1	THOROUGHBRED	\$256,000	
2	QUARTERHORSE	\$199,000	
3	QUARTERHORSE	\$199,000	
4	SHIRE	\$285,000	
5	THOROUGHBRED	\$265,000	
6	PALOMINO	\$273,000	
7	THOROUGHBRED	\$268,000	
8	PALOMINO	\$275,000	
9	PALOMINO	\$278,000	
10	SHIRE	\$291,000	
11	PALOMINO	\$279,000	
12	CLYDESDALE	\$296,000	
13	LIPIZZANER	\$283,000	
14	LIPIZZANER	\$281,000	
15	MORGAN	\$205,000	
16	QUARTERHORSE	\$199,500	
17	QUARTERHORSE	\$231,000	
18	SHIRE	\$281,000	
19	PALOMINO	\$270,000	
20	CLYDESDALE	\$293,000	
21	LIPIZZANER	\$299,000	BASEMENT SHELL INCLUDED
22	MORGAN	\$205,000	
23	LIPIZZANER	\$277,000	BASEMENT NOT AVAILABLE
24	CLYDESDALE	\$289,000	BASEMENT NOT AVAILABLE
25	MORGAN	\$205,000	
26	PALOMINO	\$266,000	BASEMENT NOT AVAILABLE
27	THOROUGHBRED	\$271,000	BASEMENT SHELL INCLUDED
28	THOROUGHBRED	\$271,000	BASEMENT SHELL INCLUDED
29	LIPIZZANER	\$276,000	BASEMENT NOT AVAILABLE
30	PINTO	\$201,500	BASEMENT SHELL INCLUDED
31	THOROUGHBRED	\$260,000	
32	THOROUGHBRED	\$260,000	
33	COLT	\$175,000	
34	MORGAN	\$205,000	
35	PINTO	\$189,500	

FIRST AMENDMENT
TO
HORSE RANCH EMPLOYEE HOUSING
DEVELOPMENT AGREEMENT

This First Amendment is made and entered into by and between the Town of Snowmass Village, a Colorado home rule municipality, whose address is Post Office Box 5010, Snowmass Village, Colorado 81615, hereinafter referred to as the "Town", and Foresite Capital Facilities Corporation, a Colorado corporation, whose address is 3773 Cherry Creek North Drive, Suite 240, Denver, Colorado 80209, hereinafter referred to as "FC2".

W I T N E S S E T H:

WHEREAS, the Town is the owner of Lot 28, The Crossings at Horse Ranch, according to the recorded Plat thereof, filed for record in the office of the Clerk and Recorder of Pitkin County, Colorado, in Plat Book 35 at Page 19; and

WHEREAS, the Town and FC2 entered into a Horse Ranch Employee Housing Development Agreement on the 22nd day of April, 1994, hereinafter referred to as the "Development Agreement", which, among other things, contemplated that the Town might construct a house on Lot 28; and

WHEREAS, the Town Council of the Town has determined that it desires to construct a house on Lot 28, and in furtherance of the construction of the house, the parties agree to amend the Development Agreement on the terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the payments to be made to FC2 by the Town for the construction of a house on Lot 28, and for other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Amendment of Paragraph 11. Paragraph 11 of the Development Agreement is hereby amended and restated as follows:

11. Lot 28 House. FC2 shall construct a Thoroughbred model home as defined in Appendix "A" incorporated herein by this reference, for a total package price not to exceed Three Hundred Twenty-Five Thousand Dollars (\$325,000.00). The Optional Home and Lot Feature Price Guide setting forth the upgrades to the basic Thoroughbred house design are set forth in Appendix "B" incorporated herein by this reference. The

Town shall deposit the amount of Forty-Two Thousand Dollars (\$42,000.00) into the Account for use in accordance with the provisions of Paragraph 1(a).

a. Construction Payment Schedule. FC2 shall provide the Town with monthly draw requests on a percentage completion basis, which draw requests shall be timely paid to FC2 by the Town within fifteen (15) days of the date of submission.

b. Date of Occupancy. When FC2 has reached the point of substantial completion and has obtained a Certificate of Occupancy, FC2 shall notify the Town fourteen (14) days prior to a "Specific Occupancy Date", at which time FC2 shall deliver possession of the Property to the Town. The Specific Occupancy Date shall be the initiating date for all Property warranties on the improvements on the Property.

1. No later than between notification and the Specific Occupancy Date, FC2, Shaw Construction and the Town shall meet at the completed home for a walk through to determine a punch list of items that need to be completed or repaired. FC2 and Shaw Construction shall make every effort to complete said punch list prior to the Specific Occupancy Date. In the event any item(s) are not completed per plan and specs and items in need of repair are not finished, FC2 and Shaw shall schedule with the Town the completion of these items in a timely manner after the Specific Occupancy Date.

2. The Town shall withhold from FC2 after the substantial date of completion and the Specific Occupancy Date, five percent (5%) of the cost of construction and the cost of the items to be completed plus fifty percent (50%) of such cost.

c. Pre-Closing Loss or Damage. If there is substantial loss or damage to the Property so as to make the Property uninhabitable as of the date of substantial completion or Certificate of Occupancy, the Specific Occupancy Date may be extended by FC2 in accordance with Paragraph 13 herein, by written notice to the Town within ten (10) days after being notified or learning of such loss or damage. The Town shall receive and escrow all insurance or other proceeds payable with respect to such loss or damage, and FC2 shall restore such loss or damage per plans and be paid by escrowed proceeds. In the event of any loss or damage to the Property which does not make the Property uninhabitable as of the date of substantial

completion or Certificate of Occupancy, the Town shall accept and receive said improvements in accordance with Paragraph (b) above. The insurance or other proceeds, if any, payable with respect to such loss or damage shall be the property of FC2, and FC2 shall restore such loss or damage.

d. Warranty and Disclaimer. For a period of one (1) year from the Specific Occupancy Date, FC2 guarantees all workmanship and materials incorporated into the construction of and installation of the improvements, and will, at no cost to the Town, repair or replace any portion of the Property which is defective as to materials or workmanship, excluding normal drywall cracks, popping nails resulting from normal settling, normal hairline cracks, cracks in concrete, spalling of concrete due to the application of salts or de-icing agents, weathering of paint and stain, and normal wear and tear. FC2's liability for any deficiencies in any part of the Project is expressly limited to the repairs or replacements of the original construction by Shaw Construction as specified in this paragraph. In no event shall Shaw Construction or FC2 be responsible for any consequential damages arising as a result of any deficiency from any element altered by the Town if the Town adds to, deletes from, or changes the improvements. In no event shall FC2 be responsible for any consequential damages arising as a result of any such deficiency. In addition to such one (1) year warranty, FC2 shall transfer and assign to the Town any product warranties applicable to the Property such as roof, window, insulating glass, appliances, furnace, hot water heater, and any other such manufacturers' warranties. FC2's warranty excludes damage or defect caused by abuse, modifications not executed by Shaw Construction, improper or insufficient maintenance, improper operation and normal wear and tear under normal usage. Except as set forth in this paragraph, the Town acknowledges that FC2 has not made, and the Town is not relying upon, any representations or warranties of any type or kind whatsoever, express or implied, with regard to the Property or the common elements. The Town specifically waives any implied warranties in connection therewith except the warranty of habitability, which warranty is expressly not waived. FC2 will deliver to the Town at closing any manufacturers' or dealers' warranties covering appliances, equipment and any other consumer product (as that term may be defined under applicable Federal laws) which may be contained in the improvements, but FC2 neither makes nor adopts any warranty of any nature as being a warranty from FC2 regarding such items.

e. Insulation. The following disclosure is made pursuant to 16 C.F.R. 460, the Federal Trade Commission regulations regarding labeling and advertising of home insulation. It is anticipated that the following types and R-values of insulation shall be installed in the perimeter walls, floors and roof adjacent to, under or over the living space by the time of closing.

<u>Location</u>	<u>Type of Insulation</u>	<u>R-Value</u>
Perimeter Walls	Fiberglass	R-19
Foundation Walls	Fiberglass	R-19
Roof/Ceiling	Blown-In	R-40
Floor above garages and crawl space	Fiberglass	R-22

R-value means the resistance of insulation to heat flow. The higher the R-value, the greater the insulating power. Savings vary. Higher R-values mean greater insulating power. FC2 has not made any independent determination of the R-value of this insulation and relies solely upon the R-value data provided by the manufacturer thereof. The anticipated insulation installations set forth above are subject to change provided that FC2 gives the Town a disclosure sheet setting forth the type, thickness, and R-value of the insulation that will be installed in each location as soon as this information is available to FC2.

f. Lot 28 Cleaning. Lot 28 and the house shall be cleaned throughout prior to the Specific Occupancy Date.

g. Option of Town. The Town may direct FC2 to apply payments owing to the Town pursuant to Paragraph 3 to the payment of monthly draws. Such direction by the Town shall only authorize FC2 to apply that portion of monies owed to the Town to a specific draw, and shall require FC2 to pay to the Town the remaining portion of such monies on a timely basis.

2. Conflict. Any conflict between the provisions of this First Amendment and the provisions of the Development Agreement shall be resolved in favor of the provisions of this First Amendment.

IN WITNESS WHEREOF, the Town and FC2 have caused their authorized representatives to execute this Agreement on the _____ day of August, 1994.

TOWN OF SNOWMASS VILLAGE

By: _____

**R. Hunt Walker
Acting Town Manager**

**FORESITE CAPITAL FACILITIES
CORPORATION**

By: _____

Norman E. Wirkler, President

A:\HRDEVELO.AMD

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

January 16, 2024

AGENDA ITEM:

Town Council Members as non-Voting Members of Town Boards

PRESENTED BY:

Megan Harris Boucher, Town Clerk

As part of the part of the 2023 Council Goal Statement, the Council adopted the following:

3) Increase Community Engagement to Foster Emotional Connectivity

The Council will strive to increase effective community engagement to foster relationships, emotional connectivity and to protect community character. The Council will protect the community's character by ensuring that public amenities, events, facilities, and services enhance and meet local community needs and interests.

A sense of community is created through meaningful connections and a welcoming atmosphere. These types of connections are critical. Knowing that a variety of issues (especially increased housing costs) are negatively impacting the community, the Council will find ways to have all residents and guests be more committed and emotionally connected to the Village and our community. The Council desires to build community among all long-time residents, new residents, part-time residents, and guests with the goal of everyone feeling comfortable, welcome, and engaged in the Village.

This Town Council is focused on offering a variety of opportunities to receive feedback, create connections, and listen. It is imperative to expand citizen access to the Council thus elevating community conversation, collaboration, and emotional connection to the Village.

The Council desires to maintain high quality communications with its citizen Boards and Commissions. The Council will do this by asking for guidance and feedback from them. The Council will explore a change to the Town Charter to allow Councilors to serve as *ex-officio* members of Boards and Commissions.

The Town Council believes that permitting elected officials to serve on Town boards and commissions will allow for improved communication, cohesiveness, and integration between Council and the Towns boards and commissions.

On November 7, 2023, the Town of Snowmass Village registered voters had the opportunity to vote on the following question:

Shall Section 8.2 of the Town of Snowmass Village Home Rule Charter be amended to allow for the elected officials to serve on Town Boards and Commissions as non-voting members and as provided by Ordinance?

The official results from Pitkin County Clerk & Recorder of the Coordinated Election on this question are 596 YES/FOR and 244 NO/AGAINST with a total of 840 votes.

The Town of Snowmass Village Municipal Code provides for the following Boards and Commissions:

- Snowmass Arts Advisory Board – Chapter 2, Article VII
 - Meets 4th Thursday of each month at 3pm
- Citizens Grant Review Board – Chapter 2, Article IX
 - Meets 2/3 times in February/March
- Financial Advisory Board – Chapter 2, Article X
 - Meets Wednesday monthly as needed at 9am
- Planning Commission – Chapter 2, Article XII
 - Meets 1st & 3rd Wednesdays of each month at 4pm
- Marketing, Group Sales and Special Events Board – Chapter 2, Article XIV
 - Meets 2nd Thursday every other month at 8:30am
- Part-Time Residents Advisory Board – Chapter 2, Article XV
 - Meets 4th Tuesday of each month at 3:30pm
- Environmental Advisory Board – Chapter 2, Article XVI
 - Meets 1st Tuesday of each month Andrade 3:30pm
- Parks, Open Space, Trails and Recreation Advisory Board–Chapter 2, Article XVII
 - Meets Wednesday each month as needed at 5:30pm

The Council now needs to consider which Town boards and commissions will have a Council liaison. Further, Town Council will need to direct Staff to draft an ordinance which specifically determines which boards and commissions will have a Council Liaison and affirming that Council members will serve in an ex-officio capacity.

FINANCIAL IMPACT:

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

This action is very specifically called for in the 2023 Council Goal Statement. Specifically, the Goal Statement states (in part);

The Council will explore a change to the Town Charter to allow Councilors to serve as *ex-officio* members of Boards and Commissions.

COUNCIL OPTIONS:

- 1) Discuss which Boards and Commissions are appropriate for Town Council Members to sit on as *ex-officio* members.
- 2) Direct staff to draft an Ordinance for consideration at future Town Council meeting.
- 3) Continue discussion to future meeting.

STAFF RECOMMENDATION:

ATTACHMENTS: