Town Council
Monday, January 6, 2025
4:00 PM
Regular Meeting
130 Kearns Road
Town Council Chambers
Snowmass Village, CO 81615
You can watch the meeting live online on our website at tosv.com.
Agenda

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PROCLAMATIONS AND PRESENTATIONS**

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

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

   5.A. 2025 Draft Agendas
   5A 2025 Agenda Overview.pdf

   5.B. Minutes for Approval
   5B 12-02-24 TC Minutes - DRAFT.pdf
   5B 12-09-24 TC Minutes - DRAFT.pdf
   5B 12-16-24 TC Minutes - DRAFT.pdf

   5.C. Resolution regarding Public Notice Location

5C 1 Agenda Item Summary - Public Notice Board.pdf
5C 2 Resolution No. 1, Series 2025 Public Notice Board DRAFT.pdf

5.D. Resolution appointing Judge Wills for 2 yr term

5D 1 Agenda Item Summary - Judge appointment.pdf
5D 2 Resolution No. 2, Series 2025 Apt Lawson Wills Muni Judge DRAFT.pdf

5.E. Resolution appointing various members to Town Boards & Commissions

5E 1 Agenda Item Summary - Board Appointments.pdf
5E 2 Resolution No. 3, Series of 2025 - Various Board Appts for PC, CGRB, SAAB, POSTR & TB.pdf

5.F. Budget appropriation for Willows Unit - Ordinance 14, Series of 2024 - Second Reading

5F 1 Agenda Item Summary - Ordinance No. 14, 2024- 2nd Reading-Willows Employee Housing Unit.pdf
5F 2 Ordinance 14, 2024 - 2nd Reading-Budget Revisions 2025 -Purchase Employee Hsg Unit.pdf

5.G. Resolution Approving a First Amendment to PCS Site Agreement for Wireless Communication Facilities on the Town Park Property

5G 1 Agenda Item Summary - First Amendment to PCS Agreement.pdf
5G 2 Resolution No. 4 - First Amendment to PCS Site Agreement.pdf
5G 3 BU#877050 - First Amendment to PCS Site Agreement - 121724.pdf

5.H. Resolution Approving a Contract to Buy and Sell Real Estate for the Town's Purchase of Property Located at 500 Snowmass Club Circle Unit 19

5H 1 Agenda Item Summary - Real Estate Contract - CC Townhomes Unit 19.pdf
5H 2 Resolution No. 5 - Real Estate Contract - Purchase Country Club Townhomes Unit 19 - HEP v2.pdf
5H 3 Contract to Buy and Sell - Residential - Country Club Townhomes 19 - HEP v2.pdf

5.I. Resolution Approving a License Agreement for the Town's Installation and Maintenance of Fiber Optic Infrastructure on the Timberline Condominiums Association Maintenance Building

5I 1 Agenda Item Summary - License Agreement for Timberline Building.pdf
5I 2 Resolution No. 6 - License Agreement - Timberline Building - clean.pdf
5I 3 License Agreement - Timberline Building - HEP v2.pdf

6. ADMINISTRATIVE REPORTS

6.A. Mall Transit Center Update & Review Process

6A 1 Agenda Item Summary - Transit Center Discussion.pdf
6A 2 2024 Incremental Improvements.pdf
6A 3 2024 Two Level Design.pdf
6A 4 Lot 6 Transit Station Improvements.pdf
6A 5 2025 CIP Fund.pdf
6A 6 Transit Center Draft Concept Estimate 27 MO.pdf
6A 7 Transit Center Draft Concept Estimate 40 MO.pdf
6A 8 transit center design competition.pdf

7. TOWN COUNCIL REPORTS AND ACTIONS
Reports and Updates

8. EXECUTIVE SESSION

8.A. Executive Session - Town Attorney Quarterly Update
8 Agenda Item Summary for Exec Session.pdf

9. 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.

9.A. Snowmass Center minor PUD Amendment - Ordinance - First Reading
9A 1 Agenda Item Summary - Snowmass Center Minor PUD Amendment.pdf
9A 2 Snowmass Center Minor Amendment Ordinance _revised 12312024.pdf
9A 3 Attachment B - PC Reso No. 8 of 2024.pdf
9A 4 Attachment C - PC Staff Report 11132024.pdf
9A 5 Attachment D - SMC Minor PUD Amendment Application.pdf
9A 6 Attachment E - SMC Site and Architectural Plans.pdf
9A 7 Attachment F - Faraway Ranch North (SMC) Lot Plan.pdf
9A 8 Attachment G - TC Ordinance No. 17 of 2020_SMC PUD.pdf
9A 9 Attachment H - Referral Comments and Applicant Response.pdf
9A 10 Attachment I - Applicant Letter 12112024.pdf
9A 11 Attachment J - Applicant Letter 12272024.pdf

10. ADJOURNMENT

2025 DRAFT Agenda Overview

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

Topic to incorporate:

- MJ signage regs / tax rate should they be revised?
- Roundabout updates
- Mall Transit Center
- Draw Site
- Center Site
- Connecting the Nodes
- Library update
- STR review
- Fire Mitigation
- Summer – Water Plant Tour with Darrell Smith & Kit Hamby
- In 2025 - Town Attorney and Town Clerk provide an Ordinance to Review Town Ordinances – Required every five years since 1994 Re-codification Adoption per the Town Charter. See Ord 19, Series 2020 as example.

Monday Jan 6, 2025 – Special Meeting – 1:30 pm to 3:30pm

Council Training with CML

Monday Jan 6, 2025 – Regular Meeting 4pm

- Reso RE Public Notice location
- Reso Appt Muni Judge
- Reso appointing B & C members to PC, TAB, POSTR & SAAB
- Council Goal Setting Process
- Ord - Willows Appropriation – second reading
- Snowmass Center Review minor PUD Amendment - Ord First Reading
- Mall Transit Center Update and Review Process
- Town Attorney Update

Wednesday January 8, 2025 – Special Meeting – 9am to Noon

- **Council Goal Setting Session**

Monday Jan 13, 2025 – Work Session

- Youthzone update – or 1/21/25
- Draw Site Workforce Housing Review

2025 DRAFT Agenda Overview

Tuesday Jan 21 – Regular Meeting

- SHOP (Skico Housing Operations Project – Divide) Sketch PUD Plan
- Little Red School House Special Review and Subdivision Plat
- Update from POSTR on e-bikes use on soft surface trails
- Landscaping at Rodeo/entrance Discussion
- Snowmass Center
- Ord - Country Club TH Appropriation – First reading
- Snowmass Center Review minor PUD Amendment - Ord Second Reading
-

Monday Feb 3 – Regular Meeting (Marolt gone)

- Discussion RE: Workforce Housing Land Use Code Review process amendment
- Lighting Ordinance 1st Reading
- Ullrhof Special Review – Update on items from the December 2nd meeting
- Ord - Country Club TH Appropriation –Second reading
-

Monday February 10 – Work Session

- Discussion/ background on route structure of Village Shuttle

Tuesday Feb 18 – Regular Meeting

- Reso designating High Impact Events & Construction restrictions (before March 1st each year)
- Discussion RE: Workforce Housing Land Use Code Review process amendment
-

EOTC – Thursday March – Pitkin County

Monday March 3 – Regular Meeting

- **Adopt Council Goals**

Monday March 10 – Work Session

-

Monday March 17 – Regular Meeting

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

Monday April 7 – Regular Meeting

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

Monday April 14 – Work Session

Monday April 21 – Regular Meeting

Monday May 5 – Regular Meeting

Monday May 12 – Work Session

2025 DRAFT Agenda Overview

Monday May 19 – Regular Meeting

Monday June 2 – Regular Meeting

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

EOTC – Thursday June – Town of Snowmass Village

Monday June 9 – Work Session

-

Monday June 16 – Regular Meeting

- Exec Session – personnel – Performance reviews

Monday July 7 – Regular Meeting

Monday July 14 – Work Session

Monday July 21 – Regular Meeting

Monday Aug 4 – Regular Meeting

- Discussion regarding community survey
- Town Attorney Update

Monday Aug 11 – Work Session

Monday Aug 18 – Regular Meeting

- EOTC Budget/work plan – Linda DuPriest

EOTC – Thursday August – Pitkin County -

Tuesday Sept 2 – Regular Meeting

Monday Sept 8 – Work Session

Monday Sept 15 – Regular Meeting,

Monday Oct 6 – Regular Meeting

- Budget
- Town Attorney Update

Monday Oct 13 – Work Session

- Budget

Monday Oct 20 – Regular Meeting

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

2025 DRAFT Agenda Overview

EOTC – Thursday October 24 – City of Aspen

Monday Nov 3 – Regular Meeting

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

Tuesday Nov 10 – Work Session

Monday Nov 17 – Regular Meeting

- B & C Applications

Monday Dec 1 – Regular Meeting

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

Monday Dec 8 – Special Meeting

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

Monday Dec 15 – Regular Meeting

- B & C Resolution appointing new Members

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

- Schedule Updates will all of the Town Boards to review priorities and current initiatives.
    - EAB
    - FAB
    - PTRAB
    - POSTR
    - Tourism – quarterly updates
    - Grants – Recent Awards; Review of Criteria; Purpose, etc.
    - SAAB
    - Planning



Town Council
Town Council Meeting Minutes
Monday, December 2, 2024
4:00 PM
130 Kearns Road
Town Council Chambers
Snowmass Village, CO, 81615
You can watch the meeting live online on our website at tosv.com

Mayor Shenk called to order the Regular Meeting of the Snowmass Village Town Council on Monday December 2, 2024, 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 at any time.

1) CALL TO ORDER

4:01pm

2) ROLL CALL

Council Members Present: Alyssa Shenk, Tom Fridstein, Britta Gustafson Susan Marolt and Cecily DeAngelo.

Council Members Absent: None.

Staff Present: Clint Kinney, Town Manager; Jeff Conklin, Town Attorney; Anne Martens, Public Works Director; Betsy Crum, Housing Director; Dave Shinneman, Community Development Director; Brian McNellis, Senior Planner; Greg LeBlanc, Assistant Town Manager; Camren Luck, IT Support Specialist and Megan Harris Boucher, Town Clerk.

Public Present: Skyler Stark-Ragsdale, April Long, Susan Cross, Chris Kiley Dana DallaBetta and Harper Powell.

3) PROCLAMATIONS AND PRESENTATIONS

3.A) Oath of Office - Councilmember Cecily DeAngelo

3A Oath of office - Town Council 2024 - DeAngelo.pdf

Town Clerk Boucher swore in new Councilmember Cecily DeAngelo.

3.B) Proclamation in Appreciation for Mayor Bill Madsen

3B Proclamation No. 04 of 2024 - Bill Madsen.pdf

Mayor Shenk read Proclamation No. 4, Series of 2024 in appreciation of former mayor, Bill Madsen.

3.C) Town Municipal Judge 2025-2027 - Lawson Wills

3C Agenda Item Summary - Judge Appointment.pdf

Judge Lawon Wills briefly introduced himself, gave some background career information, his history as our Municipal Court Judge, and his approach to municipal court as a community court without major consequences. Wills asked to be appointed again for another 2 year appointment. Noted that he needs 3 months off in the summer 2025 and that he has arranged for John Collins to be a substitute judge during his time away.

3.D) Update on the Good Deeds Program by the West Mountain Regional Housing Coalition

3D Agenda Item Summary - West Mountain Housing Coalition Good Deeds Program.pdf

Housing Director Betsy Crum & April Long, Executive Director of Western Mountain Regional Housing Coalition

April presented powerpoint from the packet. She briefly spoke about program strategies, changing region, home ownership, similar to a successful program in Eagle County, and the "Good Deeds" program that helps bridge the gap.

Council commented that it is a great program and asked how can it be sustainable. Discussion included leveraging with local businesses, creating a local tax district. Continued support from Pitkin County and TOSV in 2025. Basalt is considering participating as well. Council thanked Betsy and April for the presentation and good work.

Mayor Shenk mentioned the passing of long-time local Tom Yocum. There is a Memorial planned in the spring. Thoughts are with Barbara and the family.

4) PUBLIC COMMENT

None.

5) CONSENT AGENDA

5.A) 2024 & 2025 Draft Agendas

5A 1 2024 Agenda Overview.pdf

5A 2 2025 Agenda Overview.pdf

Councilmember Fridstein suggested adding to a December meeting a discussion on the Transit Center as deadlines are coming up. After a brief discussion, this was added to 12/9 meeting.

Councilmember Gustafson suggested adding Class-One E-bikes to Jan or Feb and invite POSTR Board and public to comment. Staff will coordinate with POSTR and get it on the Agenda. Aim for 1/21/24.

Councilmember Gustafson requested a discussion/presentation on the Village Shuttle routes and how they are decided and if there needs to be changes. Aim for the work session on Feb 10th.

Councilmember Marolt will be absent from the February 3rd meeting.

5.B) Minutes for Approval

5B 11-06-24 TC Minutes - Draft.pdf
5B 11-18-24 TC Minutes - Draft.pdf

Mayor Shenk sent a few corrections to minutes to Boucher.

5.C) Resolution No. 27, 2024 - Establishing 2025 TC dates

5C 1 Agenda Item Summary - 2025 Meeting Dates.pdf
5C 2 Reso No. 27 of 2024 Town Council Meeting Dates for 2025.pdf
5C 3 2025 Calendar.pdf
5C 4 TOSV Holidays.pdf

5.D) Resolution No. 28, 2024 - Regarding Delinquent Solid Waste/Trash accounts

5D 1 Agenda Item Summary - Deliquent Solid Waste Fees.pdf
5D 2 Resolution No. 28 of 2024 RE Solid Waste Fees.pdf
5D 3 Exhibit A Solid Waste - Delinquent Accounts -2024-FINAL.pdf

Staff provided a new list, updated since the packet was published last Thursday.

5.E) Resolution 30, 2024 - Regarding approving contract to buy and sell 35 Campground Lane Unit C5 (Willows)

5E 1 Agenda Item Summary - Resolution Regarding approving contract to buy and sell 35 Campground Lane Unit C5 (Willows).pdf
5E 2 Exhibit A Contract to Buy and Sell - Residential - Willows C5.pdf
5E 3 Exhibit B - Reso No. 30 of 2024 - Real Estate Contract - Purchase Willows C5.pdf

5.F) Resolution 31, 2024 - Snowmass Club Sewer Line Easement

5F 1 Agenda Item Summary - Easement Agreement - Snowmass Club - Sewer LIne.pdf
5F 2 Reso No. 31 of 2024 - Easement Agreement - Snowmass Club - Sewer Line.pdf
5F 3 Easement - Snowmass Club to Town - sewer line - FINAL.pdf

Council asked for clarification on attachments and exhibits in the Snowmass Club Sewer Easement Resolution.

Councilmember Fridstein moved to approve the Consent Agenda. Councilmember Marolt seconded. All in favor.

6) PUBLIC HEARINGS - QUASI-JUDICIAL HEARINGS

6.A) Ullrhof Redevelopment - Special Review

6A 1 Agenda Item Summary - Ullrhof Redevelopment Special Review.pdf
6A 2 Attachment A -Reso 29 of 2024 - Ullrhof redevelopment.pdf
6A 3 Attachment B - Ullrhof Special Review Application.pdf
6A 4 Attachment C - Ullrhof Plans Elevations and renderings_updated 24 11 24.pdf
6A 5 Attachment D - PC Reso 6 of 2024 Ullrhof redevelopment_final - signed.pdf
6A 6 Attachment E - Staff Report for PC 10-16-24 - Special Review_Ullrhof.pdf

Mayor opened the public hearing. Senior Planner Brian McNellis and Community Development Director Dave Shinneman gave a detailed overview of the special review application for the redevelopment of the Ullrhoff restaurant. The proposal includes demolishing the existing structure and building a new restaurant with a similar footprint but larger in size. The new building will be three stories, approximately 20,000 square feet, and will seat around 700 people. The redevelopment will include cafeteria-style service, bar service, and employee caretaker units.

The redevelopment will require mitigation for 23 additional employees. The new design will have a mountain-style vernacular with ridge shed roofs. The proposal aligns with the goals of the comprehensive plan and complies with special review standards.

Applicant represented by Chris Kiley, Senior Vice President of Planning & Development at Aspen Skiing Company; Dana M. Dalla Betta, Project Manager; David Alexander, Senior Project Manager in the Planning and Development Department and Susan Cross, Snowmass Mountain Manager, who oversees all operations and is present at most town events.

ULLERHOFF Project is part of the 2022 Snowmass Mountain Master Development Plan, approved by the town council in 2023. It includes significant investments in the mountain and the resort, such as the Cony Express lift and the Cabin Project.

The new facility meets commercial square footage and height limitations. No changes proposed to allowable operations and use, which include year-round restaurant operations and special events. Applicant continued with points on the guest experience, facility compliance, redevelopment goals, design adjustments and additional site plan information.

Council asked if there was any Public Comment. Only comment came via email from James Watkins. It was included in the packet and given to the applicant before the meeting.

Kinney commented on the applicant's request for the cash in lieu for the letter of credit. Staff commented that they are amenable to the request but suggested a temporary certificate of occupancy (TCO) rather than CO, as it comes in significantly before the CO but after the building permit.

Council noted a correction to Line 47 - change Town Council to Planning Commission; and in line 15 - change to constructing to construct.

Add conditions: - Applicant will study to height of roof and possible reduce. "Applicant study and consider lowering roof height, expand ladies restroom, and provide area outside ladies bathroom to accommodate a line, presentation of the materials." conditional on review of

materials and the roof material.
There will be a 2nd presentation after the Forrest Service process and the applicant will bring more information to share with Council.

Councilmember Fridstein motioned to approve with corrections and conditions read out by Town Attorney Jeff Conklin including - the change to require that the affordable housing mitigation letter of credit be provided by the temporary certificate of occupancy (TCO) instead of the building permit; that the date is corrected in line 41; that line 15 be corrected with regard to the word construct; and conditions - to study the roof height with possibly reducing it; explore expanding the women's restroom for additional capacity and accommodating the lines; and that the approval would be on condition of final architectural review and approval of the exterior materials by Town Council.

Councilmember Marolt seconded. All in favor.

7) POLICY/LEGISLATIVE PUBLIC HEARINGS

8) ADMINISTRATIVE REPORTS

8.A) Boards & Commission applicants discussion

8A 1 Agenda Item Summary - Board Applications.pdf
8A 2 2025 B and C Applications as of 112724.pdf
8A 3 Darlene Fridstein Citizens Grant Review Board Application_Redacted.pdf
8A 4 Written Answers from Boreel for SAAB & Shallcross for FAB & Linda Rennick for SAAB.pdf

Town Clerk Megan Boucher briefly outlined the process and summarized the agenda item. Noted that we have received 37 applications, 12 new and 25 incumbents. Packet included the breakdown of each Board including the number of vacant seats and number of total applications. Boucher pointed out a typo for the Tourism Board summary, clarifying that the Council only has 5 seats for appointment and not 10 as written in the summary. There was also the addition of Darlene Fridstein for consideration on the CGRB and the removal of Tyler Barletta from consideration from the FAB.

Council commented that they liked the new tool utilized this year with the recorded responses to three preselected questions, available for viewing by Councilmembers at their convenience.

After a brief discussion Council directed staff to draft a resolution appointing all applicants who applied to the CGRB; get Shawn Gleason's responses to the questions for FAB and draft resolution to appoint all applicants who are still in the pool to the FAB; hold off on POSTR appointments for further discussion; draft appointments for PTRAB of all applicants; hold off on Tourism and SAAB for further discussion and attendance records; hold off on Planning Commission for in-person interviews on 12/9 and 12/16.

8.B) Discussion regarding Regional Boards, Town Boards and Mayor Pro Tem.

8B 1 Agenda Summary TC Outside Board Appointments.pdf
8B 2 Council Board Appointments - Regional & Town Boards.pdf

Town Clerk Megan Boucher introduced the agenda item.

Mayor Shenk nominated Councilmember Fridstein. Fridstein accepted the nomination. Mayor Shenk motioned for Councilmember Fridstein to be appointed Mayor Pro Tem. Councilmember Gustafson seconded. All in favor. Staff will draft a resolution for the next meeting for Council to approve.

After brief discussion, Council decided on the following appointments to outside regional boards:
RFTA: Main – Shenk; Alt – Fridstein
RWPA: Main – Fridstein; Alt DeAngelo
Nordic Council: Main – DeAngelo; Alt – Marolt
NWCCOG: Main – Gustafson; Alt - Shenk
CML, Policy Committee: Town Manager Kinney
Sister Cities: Main – Shenk; Alt – Gustafson
Board of Health: Main – Marolt; Alt – DeAngelo
EOTC: All

After a brief discussion, Council decided on the following appointments for Town Boards:
CGRB: Gustafson
EAB: Fridstein
FAB: Marolt
Tourism: Gustafson
POSTR: DeAngelo
PTRAB: Fridstein
SAAB: Shenk

Staff will draft a resolution for all appointments for Council to approve at next meeting.

8.C) Council goal setting process & timeline

8C 1 Agenda Item Summary - Goal Setting Process.pdf
8C 2 2023 Town Council Goal Statement.pdf

Town Manager Kinney briefly summarized and asked Council how they would like to proceed.

Council would like to start in January, mornings are best.

On January 6th, Council will have a CML Training 1:30pm to 3:30pm.
First Goal Setting meeting will be Wednesday January 8th - 9am-12pm.

9) TOWN COUNCIL REPORTS AND ACTIONS

Councilmember Gustafson commented on last week's great Community Potluck, the fabulous snow, and overall good community enthusiasm. She also has an upcoming NWCCOG meeting.

Councilmember Fridstein is excited about this Council. He has sat on CORE but they have decided that no more elected board members can sit on their Board and he is not wanting to stay on as an ancillary member. So he will be coming off completely.

Mayor Shenk also commented on how great the Thanksgiving community potluck was last week. Shenk encouraged all interested community members attend the Town Visioning

Workshop on Tuesday 12/3/24. It will be at the Limelight Snowmass, 2:30-4:30pm followed by some food from 4:30-5:30pm. It is an excellent way to help Snowmass Tourism and help shape their strategic plan.

Councilmember Marolt has Nordic Council this coming week. She thanked all who participated in the Election, candidates, employees, and community members. She is happy the Town voters supported the funding question for the Draw site and commented that it is good to know our community is supportive of funding for workforce housing.

Councilmember DeAngelo commented on how impressed she was with all the SkiCo employees for getting the mountain open early. She thanked all who worked so hard to get that done. Heathers in the Stonebridge is opening and DeAngelo is looking forward to having it here in SMV.

10) EXECUTIVE SESSION

10.A) Executive Session

10 Agenda Item Summary for Exec Session.pdf

Mayor Shenk read the legal language for the Executive Session.

At 6:48 pm Councilmember Marolt motioned to go into Executive Session. Councilmember Gustafson seconded. All in favor.

At 7:03 pm, Councilmember Fridstein moved to adjourn the Executive Session and reconvene the Regular Meeting, Councilmember Marolt seconded. All in favor.

11) ADJOURNMENT

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

Adjourned at 7:04 pm.

The Snowmass Village Town Council approved this set of meeting minutes at their Regular Meeting on Monday, January 6, 2025.

Submitted By,

_____

Megan Harris Boucher, Town Clerk



Town Council
Town Council Meeting Minutes
Monday, December 9, 2024
4:00 PM
130 Kearns Road
Town Council Chambers
Snowmass Village, CO, 81615
You can watch the meeting live online on our website at tosv.com

Mayor Shenk called to order the Regular Meeting of the Snowmass Village Town Council on Monday December 9, 2024, at 4:06 pm.

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

1) CALL TO ORDER

4:06pm

2) ROLL CALL

Council Members Present: Alyssa Shenk, Tom Fridstein, Britta Gustafson Susan Marolt and Cecily DeAngelo.

Council Members Absent: None.

Staff Present: Clint Kinney, Town Manager; Jeff Conklin, Town Attorney; Betsy Crum, Housing Director; Mike Horath, Town Engineer; Brian McNellis, Senior Planner; Sam Guarino, Transportation Director; Greg LeBlanc, Assistant Town Manager; and Megan Harris Boucher, Town Clerk.

Public Present: Patrick Rawley, JR Sprung, Erica Golden, Jay Shumaker, Leslie Desmond, Nicholas Grau, and Skyler Stark-Ragsdale.

3) PROCLAMATIONS AND PRESENTATIONS

4) PUBLIC COMMENT

Nicholas Grau submitted some art drawings and design ideas for various areas in TOSV.

Leslie Desmond had some brief compliments for Councilmembers and the election.

5) CONSENT AGENDA

5.A) Draft Agenda Overviews for 2024 & 2025

5A 2024 Agenda Overview.pdf
5A 2025 Agenda Overview.pdf

Gustafson would like to add to an upcoming agenda a discussion regarding the Rodeo and landscaping. Staff suggested it be the same night as e-bike discussion in January.

5.B) Resolution No. 32, 2024 - adopting the Town Mill Levy for the 2025 Budget Year

5B 1 Agenda Item Summary - Resolution No. 32, 2024-TOSV Mill Levy for 2025.pdf
5B 2 Resolution No. 32, Series of 2024, Adopting the Mill Levy.pdf

Fridstein asked for clarification on the Town Mill Levy and if it reflects the discussion from last year regarding the reduction. Staff confirmed that it does reflect that discussion.

5.C) Resolution No. 33, 2024 - Mayor Pro Tem, Outside Boards and Town Boards

5C 1 Agenda Item Summary - Mayor Pro Tem & TC Outside and Town Board Appointments.pdf
5C 2 Resolution No. 33, Series of 2024 - Mayor ProTem and various Councilmembers to Regional Outside and Town Boards.pdf

5.D) Resolution 34 - Appoint members to CGRB, FAB and PTRAB

5D 1 Agenda Item Summary - Board Applications.pdf
5D 2 Resolution No. 34, Series of 2024 - Various Board Appts for CGRB, FAB & PTRAB.pdf

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

6) PUBLIC HEARINGS - QUASI-JUDICIAL HEARINGS

7) POLICY/LEGISLATIVE PUBLIC HEARINGS

8) ADMINISTRATIVE REPORTS

8.A) Draw Site Owners Review

8A 1 Agenda Summary Draw Site Owners Review.pdf
8A 2 Exhibit A DD set.pdf
8A 3 Exhibit B Draw Site Images.pdf
8A 4 Exhibit C Financial Pro Forma Analysis.pdf
8A 5 Exhibit D Draw Site Traffic Impact Study.pdf
8A 6 Exhibit E - Site Architects Design Concept - One Building Option.pdf
8A 7 Exhibit F - Councilman Design Concept - One Building Option.pdf

8A 8 Draw Site Single Tower Options 1-2.pdf

Housing Director Betsy Crum briefly summarized some history and described the current status of the project. Crum and the Draw site team presented slides and information included in the packet.

Crum detailed TOSV housing goal to achieve 200 plus units through a mix of rentals and homeownership, while maintaining affordability. The initial focus on the Draw Site was due to its potential for the highest number of units and its long-standing recommendation for workforce housing. The site has good proximity to the center, transit, and utilities. The Development Team includes a team of architects, civil engineers, and design consultants who conducted various studies (e.g., soil, wildlife, environmental) to inform the site first design.

Crum and the team briefly summarized the design options previously discussed:
Option 1: Three single-loaded buildings high on the site, which was abandoned due to low unit count and large site disturbance.
Option 2: Three double-loaded corridor buildings in the middle of the site, which seemed more feasible and could potentially yield around 90 units.
Option 3: Considered four buildings with lower height and double-loaded corridors, but this required extensive retaining walls and increased costs per unit.
Option 4: A single building option was explored but was deemed unsuitable due to site constraints and high costs.
Option 5: Two taller buildings, one at the front and one straddling above-ground parking, with additional parking under each building. This option provided 78 units and involved tall buildings.
Current Plan: The final plan includes: A single garage structure with two residential buildings above; it reduced length of Town Hall Road, with paved access only to the garage entrance; multipurpose courtyard for various activities; outdoor hangout spaces for grilling and socializing; enhanced pedestrian safety; 111 covered parking spaces (98 for residents, the rest for visitors); generous storage and outdoor space; and step-back building concept to enhance views and reduce visual impact.

Brent Haselden of Haselden Construction, along with his team, presented their assessment of the project. Their primary task was to evaluate whether 79 housing units could be built within the proposed budget. After conducting market pricing, they confirmed the feasibility of the plan but also explored alternative approaches, including a smaller 43-unit design. They discovered that the challenging topography of the site, which requires extensive excavation, is a major cost driver. While the 43-unit plan reduces overall costs, it significantly increases the cost per unit, making the smaller option less economical.

The discussion also addressed the costs of an underground parking structure. The direct cost of the garage, excluding excavation, was approximately $19 million, while excavation itself added an estimated $12 million, bringing the total garage-related expenses to about $30 million. The 64,000-square-foot garage was estimated to cost $500–$600 per square foot, fully ventilated and sprinkler-equipped, though exact figures are subject to variation. Despite initial assumptions, the analysis revealed that the underground structure was not disproportionately expensive given the site's unique challenges.

Council discussion included high cost associated with the garage; excavation and retaining walls; surface parking vs garage parking; the ask for more design work and analysis for a smaller one building solution; cost per unit; idea of exploring other design options; connectivity

with other potential projects; and need to do the project that can be done.

Discussion resulted in a proposal for two types of community engagement sessions to gather input on the housing project designs. A design charrette which would invite community members with design experience to review and suggest improvements, while broader feedback sessions will be open to all, including boards and commissions. The goal is to balance density concerns, exploring a middle ground between 79 and 43 units. Clear communication of design options and trade-offs will be prioritized to ensure meaningful participation. The team is ready to proceed once the meeting structure and schedule are finalized. Sooner than later – January to February.

In addition, Council requested further development of Councilmember Fridstein's drawings.

8.B) Transit Center Discussion

8B 1 Agenda Item Summary - Mall Transit Improvements Continued Discussion.pdf
8B 2 2024 Incremental Improvements.pdf
8B 3 2024 Two Level Design.pdf
8B 4 2024 Two Level Design Estimate.pdf
8B 5 Lot 6 Transit Station Improvements.pdf
8B 6 2022 Project.pdf

Councilmember Fridstein opened the discussion regarding potential Transit Center improvements and design options by describing in detail his proposed design including potential phasing, access, impacts to RfTA and community, etc.

Transportation Director Sam Guarino summarized the materials included in the packet and gave some brief history of the potential project over these past years. Guarino described potential the loss or securing of the federal money previously secured with the 2020 federal grant dependent on the similarity to the 2020 design.

Further discussion included the need for more drawings from SEH, parking concerns, options to addressing the 20 million shortfall, phasing, timeline of project, timeline for potentially securing funding, importance of community input, safety, size, impacts to help reactivate the Mall, Romero Group input, need for architect options, and details regarding the need for a State contract in order to move forward.

Public Comment

Leslie Desmond – retired commercial real estate attorney – She suggested looking at passing a Mill Levy to fund a transit project.

Jay Shumaker made comments regarding seeing a COP and desire to see numbers, debt potential, the idea of autonomous trollies, concerns about funding and possibility of working with Romero's architects. Generally, Shumaker believes it is too big of a project.

8.C) B & C Applications - Discussion

8C 1 Agenda Item Summary - Board Applications.pdf
8C 2 PC Applications.pdf
8C 3 POSTR Applications.pdf
8C 4 SAAB Applications.pdf
8C 5 TAB Applications.pdf

8C 6 Written Answers from various applicants for SAAB and PC.pdf
8C 7 2024 Planning Commission Attendance.pdf
8C 8 2024 POSTR Attendance.pdf
8C 9 2024 SAAB Board Attendance.pdf
8C 10 2024 TAB Attendance.pdf
8C 11 2024 Attendance for EAB, FAB & PTRAB.pdf

Due to the late hour, Council continued B & C discussion to 12/16/24 meeting.

9) TOWN COUNCIL REPORTS AND ACTIONS

Councilmember Gustafson reported that Sister Cities is looking for a location to host a farewell gathering – maybe Town Hall or Recreation Center. Looking for a gathering space for 40 plus people January 17th. She attended an EDD meeting where they discussed a “Creative District” and suggested SAAB to explore the concept. Also thinking about small businesses and ways to support them.

Councilmembers Fridstein, Marolt and DeAngelo had nothing to report.

Mayor Shenk had a report regarding the Snowmass Village Post Office. Matt from Senator Bennet's Office would like to be contacted if there are an issue with Post Office over holidays – Councilmembers can call Senator Bennet’s office right away. She will attend an RFTA meeting this coming week 8:30 am Thursday morning. In addition, she really liked the visioning meeting with the Tourism Department and encouraged community members to fill out the survey to have additional input.

10) ADJOURNMENT

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

Adjourned at 7:29 pm.

The Snowmass Village Town Council approved this set of meeting minutes at their Regular Meeting on Monday, January 6, 2025.

Submitted By,

_____

Megan Harris Boucher, Town Clerk



Town Council Regular Meeting
Meeting Minutes
Monday, December 16, 2024
4:00 PM
130 Kearns Road
Town Council Chambers
Snowmass Village, CO, 81615
You can watch the meeting live online on our website at tosv.com

Mayor Shenk called to order the Regular Meeting of the Snowmass Village Town Council on Monday December 16, 2024, at 4:00 pm.

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

1) CALL TO ORDER

4 pm

2) ROLL CALL

Council Members Present: Alyssa Shenk, Tom Fridstein, Britta Gustafson Susan Marolt and Cecily DeAngelo.

Council Members Absent: None.

Staff Present: Clint Kinney, Town Manager; Jeff Conklin, Town Attorney; Betsy Crum, Housing Director; Anne Martens, Public Works Director; Mike Horath, Town Engineer; Brian McNellis, Senior Planner; Sam Guarino, Transportation Director; Julia Theisen, Tourism Director; Greg LeBlanc, Assistant Town Manager; and Megan Harris Boucher, Town Clerk.

Public Present: Paul Anderson, Jay Shumaker, Harper Powell, Andrew Wickes, Matt Armentrout, Colby Christoff, Richard Shaw, Jessica Garrow, Darla Callaway, Rich Carr, Bart

Johnson, Taylor Broom, Jason Rosenblum, Bill Delo, Myer Godrey, Rob Cairncross, and Jordan Sarick.

3) PROCLAMATIONS AND PRESENTATIONS

3.A) Book presentation to Council - Paul Anderson & Curtis Wackerle

3A Agenda Item Summary - Anderson and Wackerle Presentation.pdf

Short presentation from Paul Anderson who along with Curtis Wackerle wrote and put together a 10 part series from Aspen Journalism into a book that he presented copies to Council and the Town Manager. General themes included the search for community, where and how community exists, the value of community, and its relation in the valley and region. The book will be given away free at several events in the valley in the coming months.

4) PUBLIC COMMENT

Jay Shumaker made comments regarding “how to plan the post Janss/Benedict generation of Snowmass Village” and how not to proceed.

5) CONSENT AGENDA

5.A) Draft Agendas

5A 2025 Agenda Overview.pdf

Councilmember Fridstein wants to add to the January 6 meeting a more in-depth look at alternative designs for the Draw site. Council discussed - happy to put it on the agenda. Fridstein asked for his sketch to be drawn out properly. Logistically, staff believes Jan 13th is more possible.

Coucilmember Marolt agrees that some more discussion and analysis on Fridstein’s design is needed before more work is put into the current design.

Councilmember Gustafson commented that looking at Fridstein’s design is an effort to not start over but rather to take all the knowledge we have gained thus far and build on it for a better project.

Councilmember DeAngelo asked to add a discussion on the Draw Site layout, sq footage for units, makeup (1 Bedroom vs 3 Bedroom).

Community outreach and survey needs to wait until after this next discussion on 1/13/25.

Council also wants to confirm that the discussion on the Transit Center project options is continued in January. Suggested staff hire 3 architects for 2-3 weeks to design something from

where we are and bring it to Council for discussion and then Council can choose best option. Staff is working on this difficult and tight timeline.

5.B) Budget appropriation for Willows units - Ordinance - First Reading

5B 1 Agenda Item Summary - Ordinance No. 14, 2024- 1st Reading-Willows Employee Housing Unit.pdf
5B 2 Ordinance 14, 2024 - 1st Reading-Budget Revisions 2025 -Purchase Employee Hsg Unit.pdf

5.C) Modification to the Town Attorney Employment Agreement

5C 1 Agenda Item Summary - Town Attorney Amend Engagement Agreement.pdf
5C 2 Amendment Letter.pdf
5C 3 Original 2023 Town Attorney Engagement Letter.pdf

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

6) ADMINISTRATIVE REPORTS

6.A) Connecting the Nodes Update

6A Agenda Item Summary - Connecting Village Nodes.pdf
6A Attachment A - Existing Conditions Report.pdf
6A Attachment B - Draft Final Alternatives Report.pdf
6A Attachment C - Stakeholder Feedback.pdf
6A Attachment D - Survey Results.pdf

Mike Horath presented materials from the packet. In early 2023, the Town Council updated its goals to enhance public spaces and multimodal connections within Snowmass Village, aligning with the community's unique character and connectivity needs. The *Connecting Village Nodes* project aims to improve links between the Snowmass Center, Base Village, and the Mall, enhancing economic vitality and visitor experiences. Following an RFP in early 2024, DJ&A was selected to lead the project and has completed an *Existing Conditions Report* and an *Alternatives Memo* outlining potential improvements. Public input, gathered through a survey, highlighted strong support for combining foundational upgrades, like improved pathways, with transformative investments such as a pedestrian bridge.

Stakeholder and public feedback has guided the project, with next steps focusing on refining preferred alternatives, creating detailed construction plans, and securing funding. The project team will continue engaging stakeholders and updating the Council at key milestones to ensure alignment with community goals and a smooth transition to implementation.

Bill Delo presented and provided an update on the *Connecting Village Nodes* project, including progress since our July presentation and the outcomes of our community engagement efforts.

Building on feedback from the July meeting, we've refined alternatives with a focus on making pedestrian connections between the Snowmass Center and Base Village intuitive, safe, and accessible year-round for all users. Guided by the Town's multimodal goals, the study evaluated existing conditions, identified areas needing improvement, and proposed a mix of foundational upgrades and grand investments to enhance connectivity. Foundational improvements include upgrades to wayfinding, crossings, and transit access, while grand investments, such as a pedestrian bridge or gondola, address larger challenges like elevation changes and long-term connectivity needs.

Community feedback, gathered through a survey, revealed strong support for combining foundational upgrades with a grand investment, with the pedestrian bridge emerging as the preferred option due to its accessibility, cost-effectiveness, and usability year-round. Respondents also emphasized the importance of improving pathways, crossings, and wayfinding as immediate priorities. Based on this input, the project team has developed phased implementation strategies and prioritized elements that align with community and stakeholder goals. We're happy to answer any questions as we move forward with refining these plans and continuing public and Council engagement at key milestones.

Council discussion included both the bridge & gondola options being further developed, the idea of expanding the color and icon wayfinding methods throughout the village, expanding on what our Town Shuttle already utilizes, aesthetics of both the bridge and gondola option, and the suggestion to reopen the survey to help capture winter guests and summer guests to get more input.

6.B) Destination Management Plan Update

6B 1 Agenda Item Summary - Destination Management Plan.pdf
6B 2 Presentation- Destination Management Plan.pdf

Tourism Director Julia Theisen presented materials from the packet. Snowmass Tourism has contracted with Roadmap consulting to produce a destination management plan (DMP). The DMP is expected to be finalized in April 2025 and will have been a six-month process engaging with residents, elected officials and tourism stakeholders in a participatory process.

Theisen explained that the DMP will serve as a road map for Snowmass and inform tourism programs over the next 5 years. Theisen informed Council on the engagement thus far and what the remaining process looks like.

6.C) Town Council Boards & Commissions appointments

6C 1 Agenda Item Summary - Board Applications & Appointments.pdf
6C 2 PC Applications.pdf
6C 3 POSTR Applications.pdf
6C 4 SAAB Applications.pdf
6C 5 TAB Applications.pdf
6C 6 Written Answers from various applicants for SAAB and PC.pdf

6C 7 2024 Planning Commission Attendance.pdf
6C 8 2024 POSTR Attendance.pdf
6C 9 2024 SAAB Board Attendance.pdf
6C 10 2024 TAB Attendance.pdf

Town Clerk Megan Boucher gave Council some additional information regarding two candidates who indicated they are most interested in the boards they applied to but are happy to serve on other boards if the Council decides to that is better. Council informed Boucher that they would have final decision on appointments before the next meeting. Boucher will take that information and have a resolution prepared for Council to consider at the January 6th meeting.

7) PUBLIC HEARINGS - QUASI-JUDICIAL HEARINGS

7.A) Snowmass Center minor PUD Amendment - Ordinance - First Reading

7A 1 Agenda Item Summary - Snowmass Center Minor PUD Amendment.pdf
7A 2 Attachment A - SMC Minor Amendment Ord. No. 15 of 2024 draft.pdf
7A 3 Attachment B - PC Reso No. 8 of 2024.pdf
7A 4 Attachment C - PC Staff Report 11132024.pdf
7A 5 Attachment D - SMC Minor PUD Amendment Application.pdf
7A 6 Attachment E - SMC Site and Architectural Plans.pdf
7A 7 Attachment F - Faraway Ranch North (SMC) Lot Plan.pdf
7A 8 Attachment G - TC Ordinance No. 17 of 2020 SMC PUD.pdf
7A 9 Attachment H - Referral Comments and Applicant Response.pdf
7A 10 Attachment I - Applicant Letter 12112024.pdf

Mayor Shenk recused herself and left the meeting.

Brian McNellis, the senior planner for Snowmass Village, presented the Snowmass Center Minor Planned Unit Development (PUD) Amendment application. The application pertains to potential changes in Parcel One, focusing on the existing Snowmass Center and its redevelopment. The original 2020 PUD approval, which was granted under Ordinance #17, included a mix of retail, restaurants, office space, and residential components, along with a community-focused "Main Street" design. However, the proposed amendment removes significant aspects of the original vision, including residential components and the "Main Street" concept. While the new design features updated architecture and enhanced retail and office spaces, it essentially replicates the current strip-style layout with aesthetic improvements but reduced community vitality.

Staff expressed concerns about the streamlined approval process and urged the Town Council to thoroughly evaluate whether the new proposal aligns with the standards of a world-class ski town and meets community needs. Staff highlighted that this is the Council's sole opportunity to ensure the project reflects the aspirations of residents and visitors. The Planning Commission has recommended approval with 35 conditions, many of which are open-ended to allow for further evaluation. The Council must now decide whether the amended proposal provides better

outcomes than the 2020 plan or if further enhancements are necessary to maintain the original goals of creativity, community benefit, and design vitality.

Councilmembers emphasized the importance of not rushing the decision and ensuring a thorough review of the extensive materials that have been provided. They further recommended a robust discussion, with a resolution potentially considered in the upcoming January 6th meeting. Concerns were raised about whether the proposed plan adequately pushes creative boundaries or aligns with the flexibility allowed under PUD standards. Council commented that while the proposal appears to comply with code requirements, it lacks the innovative or iconic qualities typically expected of such developments, prompting further dialogue with the applicant to address these concerns.

The applicant's presentation outlined a proposed modification with design and planning professionals collaborating with town staff for over nine months. The team emphasized the collaborative nature of the project, involving detailed discussions to align the plan with the town's vision. Key updates include a new approach to parking, enhanced public spaces, and a shift to a pedestrian-friendly design. The goal is to create a vibrant, community-centered commercial area while preserving open space and enabling the town to pursue a workforce housing development.

Highlights of the new plan include a rooftop amenity terrace and improved public space designs that encourage community interactions, such as integrated seating and covered areas for informal gatherings. The project introduces a 360-degree approach to placemaking, integrating commercial and residential elements while maintaining vital connections like those between the grocery store and post office. The new layout provides ample sunlight, views, and a cohesive design that facilitates pedestrian movement and community engagement, all while ensuring essential services remain operational during construction.

The applicant expressed that from an architectural and operational perspective, the modified plan enhances both aesthetics and functionality. Key features include a larger and more accessible public atrium, expanded pedestrian pathways, and structured parking with improved logistics for deliveries and transit services. The team also maintained its commitment to preserving existing businesses, providing long-term leases, and ensuring a seamless phasing process to minimize disruption. The project's updates reflect a commitment to creating a dynamic space that balances practical needs with a vision for a thriving, connected community hub.

Once the applicant concluded their presentation Mayor Pro Tem Fridstein suggested they go through the Planning Commission conditions.

The discussion and questions centered on several key aspects of the project, including the atrium floor plan and its design, with a focus on enlarging the atrium area and creating indoor spaces that would enhance year-round usability. There was also concern about the need for community spaces that are accessible throughout the year, ensuring that the community hub concept is maintained. The location and future of restaurants within the development were discussed, with emphasis on providing the infrastructure necessary for their future build-out and a guarantee that restaurants would be established, avoiding the possibility of having no

restaurants at all. Additionally, the applicant mentioned cost-sharing multiple times, which drew attention in the conversation. Overall, the discussions highlighted the importance of ensuring that the project serves long-term community needs and maintains its role as a vibrant community-oriented space.

Council discussed the following Planning Commission's conditions for the project:

- Condition #25: Requirement for two or more restaurants that are "ready equipped." Efforts to find language to guarantee these restaurants will be included in the project.
- Condition #7: Road issue, not an impasse, and expected to work.
- Condition #35: Request to extend the 10-year vested rights due to factors that have impacted the original timeline.
- Condition #3 & #31: Development of atrium areas to create a community hub with spaces for gathering, casual interaction, and circulation within the center.
- Condition #30: One-way vs. two-way traffic debate; concerns about safety and challenges.
- Condition #7: Transit center requirement by phase 4, emergency access in phase 1, and cost-sharing.
- Condition #12: Rim Road.
- Condition #14: Landscaping requirements.
- Condition #17: Secure areas for shopping carts in several locations, with Clark's Market agreeing to collect them, including in the transit center area.
- Condition #23: Cement veneer on retaining walls along the backside of the transit center. The veneer should match other retaining walls in the town. The applicant requested cost-sharing, with staff negotiating.
- Condition #26: Continued design discussions and cost-sharing regarding the Town Hall intersection.
- Condition #30 (revisited): One-way vs. two-way traffic issue, which forces traffic into a roundabout and a left-hand turn into Lower Kearns.
- Condition #35: regarding 10-year vested rights period.

Discussion concluded with continuing the topic until January 6th after some further negotiation.

Councilmember Marolt motioned to continue the public hearing to January 6, 2025. Councilmember Gustafson seconded. All in favor.

8) POLICY/LEGISLATIVE PUBLIC HEARINGS

9) TOWN COUNCIL REPORTS AND ACTIONS

Mayor Shenk moved this agenda item to before the public hearing.

Councilmember Gustafson been working closely with Sister Cities as they have lots of activities these coming months. Currently they are working on expanding the occupational exchanges.

Nothing from Councilmember Fridstein.

Councilmember Marolt emphasized the importance of community feedback so important and expects this to be a topic during the Council Goal setting meetings.

Councilmember DeAngelo gave a quick update on the POSTR Board and that they are looking forward to presenting in January on the Rodeo/bleacher topic as well as on E-Bikes.

Mayor Shenk – attended RFTA meeting recently where they approved the budget. In addition, they talked about ridership and that all routes are filled with bus drivers. It is the best it has been since the pandemic. Shenk attended a few events in Snowmass for Winterskol. Tourism did a great job bringing Snowmass into the events of Winteskol. Especially liked the Winter Windows.

10) ADJOURNMENT

Councilmember Gustafson motioned to adjourn. Councilmember Marolt seconded. All in favor.

Adjourned at 8:02 pm.

The Snowmass Village Town Council approved this set of meeting minutes at their Regular Meeting on Monday, January 6, 2025.

Submitted By,

_____

Megan Harris Boucher, Town Clerk

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

January 6, 2025

AGENDA ITEM:

RESOLUTION NO. 01, SERIES OF 2025 – CONSIDERATION OF A RESOLUTION DESIGNATING THE LOCATION OF THE OFFICIAL NOTICE BOARD FOR THE TOWN OF SNOWMASS VILLAGE.

PRESENTED BY:

Megan Harris Boucher, Town Clerk

BACKGROUND:

Both the Town Charter and State Law (Section 24-6-401 C.R.S.) respectively declare that that is the policy of the Town of Snowmass Village and the State of Colorado that the formation of public policy is public business and may not be conducted in secret. One primary method to keep the public informed is to ensure the agendas of Town Council meetings and all Boards and Commissions are made available to the public. In addition to open meetings being good public policy, Section 24-6-402(2)(c) C.R.S. requires that any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation or formal action occurs shall be held only after full and timely notice to the public has been provided as required by municipal code, municipal charter and state statues.

Essentially full and timely notice shall be deemed given if notice of the meeting is posted in a designated public place within the Town no less than 24 hours prior to the holding of the meeting. The attached resolution declares the Town of Snowmass Village Website and the Bulletin Board located in the lobby of Town Hall will be designated as the official Public Notice Posting location

The municipal code and Section 24-6-401(2)(c) C.R.S. further require that the posted notice include specific agenda information when possible.

FINANCIAL IMPACT:

N/A

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

The Council has a goal regarding Community Engagement. This notice requirement will help further meet that goal.

COUNCIL OPTIONS:

1. Approve
2. Modify
3. Deny

STAFF RECOMMENDATION:

It is the recommendation of staff, that the Council,
Make a motion to approve Resolution No. 1 Series of 2025

ATTACHMENTS:

Resolution No. 01, Series of 2025

TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL
RESOLUTION NO. 01
SERIES OF 2025

A RESOLUTION DESIGNATING THE LOCATION OF THE OFFICIAL PUBLIC NOTICE BOARDS FOR THE TOWN OF SNOWMASS VILLAGE

WHEREAS, Section 24-6-401 C.R.S. declares that it is the policy of the State of Colorado that the formation of public policy is public business and may not be conducted in secret; and

WHEREAS, the Town Council, the Planning Commission, and other boards and commissions of the Town are local public bodies within the meaning of Section 24-6-402(1)(a) C.R.S. and therefore all meetings of such bodies are open to the public; and

WHEREAS, Section 24-6-402(2)(c) C.R.S. requires that any meetings at which the adoption of any proposed policy, position, resolution, rule, regulation or formal action occurs shall be held only after full and timely notice to the public has been provided; and

WHEREAS, Section 24-6-402(2)(c)(III) C.R.S. provides that full and timely notice shall be deemed given, if notice of the meeting is posted on a public website of the local public body no less than 24 hours prior to the holding of the meeting; and

WHEREAS, Section 24-6-402(2)(c) C.R.S. requires that the public place for posting such notice shall be designated annually at the first regular meeting of each calendar year of the Town Council; and

WHEREAS, Section 24-6-402(2)(c) C.R.S. requires that the posted notice include specific agenda information where possible; and

WHEREAS, Section 24-6-402 (2)(c)(III) further provides that a local public body may in its discretion also post a notice by any other means including in a designated public place pursuant to subsection (2)(c)(I) of this section; except that nothing in this section shall be construed to require such other posting; and

WHEREAS, the Town Council desires to insure that all local public body meetings comply with the provisions of the laws of the State of Colorado.

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

1. Designation and Locations:

a. Town of Snowmass Village website as www.tosv.com.

b. The notice board located in the lobby of the Town Hall at 130 Kearns Road, near the Town Clerk offices as the public place within its boundaries at which it may post a notice no less than twenty-four hours prior to a meeting if it is unable to post online in exigent or emergency circumstances such as power outage or an interruption in the internet service that prevents the public from accessing the notice online.

2. Board Compliance. Notices of meetings of all boards and commissions of the Town within the meaning of Section 24-6-402(1)(a) shall be timely posted on the Town of Snowmass Village Website at www.tosv.com.

3. Direction to Town Manager. The Town Manager shall cause all notices of public meetings within the meaning of Section 24-6-402(1)(b) to be timely and conspicuously posted on the Town of Snowmass Village Website at www.tosv.com.

INTRODUCED, READ AND ADOPTED, as amended by the Town Council of the Town of Snowmass Village, Colorado on the 6th day of January 2025 with a motion made by Councilmember _____, seconded by Councilmember _____ by a vote of __ in favor and __opposed.

TOWN OF SNOWMASS VILLAGE

_____
Alyssa Shenk, Mayor

ATTEST:

_____
Megan Harris Boucher, Town Clerk

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:
January 6, 2025

AGENDA ITEM:
RESOLUTION NO. 02, SERIES OF 2025- A RESOLUTION APPOINTING H. LAWSON WILLS AS MUNICIPAL JUDGE, SETTING THE TERM OF OFFICE AND COMPENSATION

PRESENTED BY:
Megan Harris Boucher, Town Clerk

BACKGROUND:
Section 7.2(b) of the Home Rule Charter provides:

> (b) Municipal Judges. The Municipal Court shall be presided over and its functions exercised by a judge or judges appointed by the Council for a specified term of not less than one year. The Council may reappoint the Municipal Judges for a subsequent term or terms, except that the initial appointment may be for a term of office which expires on the date of the organizational meeting of the Council after the next general election. Any vacancy in the office of a Municipal Judge shall be filled by appointment by the Council for the remainder of the unexpired term. The Council shall designate a presiding Municipal Judge who shall serve in such capacity during the term for which he was appointed.

Judge Lawson Wills was first appointed in 2007 and since then has provided excellent service for the Snowmass Municipal Court. Judge Wills would like to enter into an additional two-year commitment as the Municipal Judge. Resolution No. 02, Series of 2025 provides for a two-year term expiring December 31, 2026

FINANCIAL IMPACT:
Compensation shall be $675 per month served, a ski pass (value of approximately $1,900) and a TOSV parking pass (Gold pass value of $650.00).

COUNCIL OPTIONS:
1. Approve, Modify or Deny

STAFF RECOMMENDATION:
It is staff's recommendation that the Council, by motion, approve Resolution No. 2, Series of 2025

ATTACHMENTS:
Attachment A Resolution No. 02, Series of 2025

TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL

RESOLUTION NO. 02
SERIES OF 2025

A RESOLUTION APPOINTING H. LAWSON WILLS AS MUNICIPAL JUDGE, SETTING THE TERM OF OFFICE AND COMPENSATION.

WHEREAS, Section 7.2 of the Home Rule Charter provides that the Town Council will appoint a Municipal Judge and may reappoint the Municipal Judge for subsequent terms; and

WHEREAS, due to excellent service as the Municipal Judge the Town Council would like to reappoint H. Lawson Wills as Municipal Judge; and

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

Section One: Appointment
H. Lawson Wills is hereby appointed as Municipal Judge for the Town of Snowmass Village.

Section Two: Term
The term shall commence January 1, 2025 and shall expire December 31, 2026

Section Three: Compensation
The rate of compensation shall be $675 per month worked, a ski pass and a TOSV parking pass.

INTRODUCED, READ AND ADOPTED as amended by the Town Council of the Town of Snowmass Village, Colorado on the 6th day of January 2025 with a motion made by Councilmember _____ and a second made by Councilmember_____ and by a vote __ in favor to__ opposed.

TOWN OF SNOWMASS VILLAGE

_____
Alyssa Shenk, Mayor

ATTEST:

_____
Megan Harris Boucher, Town Clerk

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:
January 6, 2025

AGENDA ITEM:
Resolution 3, Series of 2025 – Appointing members to Planning Commission, SAAB, POSTR and TB.

PRESENTED BY:
Megan Harris Boucher, Town Clerk

BACKGROUND:
Section 8.3 of the Home Rule Charter states that members of all boards and commissions shall be appointed by the Town Council. The vacancies have been publicly posted, advertised in the Snowmass Sun and posted on social media from September 13th to November 8th.

We have received 37 applications, 12 new and 25 incumbents.

Most candidates recorded responses to the 3 questions that Council received an email (Tuesday November 26th) with a link and instructions to view those short interviews. A few applicants gave written responses to the questions, provided to Council via email and in the 12/2/24 packet.

At a meeting on December 2nd, 9th, & 16th the Council discussed appointments of members to seats on various Boards and Commissions. On December 9th, Town Council adopted Resolution 34, Series of 2024 appointing members to CGRB, FAB and PTRAB boards.

Citizens Grant Review Board

Terri Hooper	3yr term – Expires 12/27
Judy Clauson	3yr term – Expires 12/27
Darlene Fridstein	3yr term – Expires 12/27

Financial Advisory Board

Shawn Gleason	2yr term - Expires 12/26
Scott Hanson	2yr term - Expires 12/26

Jim Shallcross	2yr term - Expires 12/26
Brooks Tanner	2yr term – Expires 12/26

Part-Time Residents Advisory Board

Charles Hess	3yr term – Expires 12/27
Michael Brizel	3yr term – Expires 12/27
Michael Mayer	3yr term – Expires 12/27
Roy Camberg	3yr term – Expires 12/27

After further discussions in December, Council directed staff to draft a resolution appointing members to Planning Commission, SAAB, POSTR and TB to be considered at the January 6, 2025 meeting.

Tourism Board

Mary Blankenau – Lodging	3yr term – Expires 12/27
Joanna Mallory - Food & Bev	3yr term – Expires 12/27
Wendy Harris – At Large	3yr term – Expires 12/27
Vince Vito – Lodging	3yr term – Expires 12/27
John Kenny – At-Large	3yr term – Expires 12/27

Citizens Grant Review Board

Kristina Niemi - Alternate	3yr term – Expires 12/27
Leslie Desmond - Alternate	3yr term – Expires 12/27

Parks, Open Space, Trails & Recreation Advisory Board

Kevin Jordan	3yr term – Expires 12/27
Lisa Waldman	3yr term – Expires 12/27
Maggie Helmig	3yr term – Expires 12/27
Nate Gillette	3yr term – Expires 12/27
Thomas De Napoli	3yr term – Expires 12/27

Snowmass Arts Advisory Board

Ghislaine Boreel	2yr term – Expires 12/26
Melanie Falk	2yr term – Expires 12/26
Elaine LeBuhn	2yr term – Expires 12/26
Helen Leek	2yr term – Expires 12/26
Diane Oshin	2yr term – Expires 12/26
Linda Rennick	2yr term – Expires 12/26
Agnes Mo-Sarns	2yr term – Expires 12/26
Elizabeth Iacullo	2yr term – Expires 12/26
Evan Marx	2yr term – Expires 12/26

Planning Commission

Stan Clauson	3yr term – Expires 12/27
Brian Marshack	3yr term – Expires 12/27
Jami McMannes	3yr term – Expires 12/27

COUNCIL OPTIONS:

Approve, Modify or Deny Resolution No. 3, Series of 2025

STAFF RECOMMENDATION:

Approve Resolution No. 3, Series of 2025

ATTACHMENTS:

A. Resolution No. 3, Series of 2025 – DRAFT

TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL

RESOLUTION NO. 3
SERIES OF 2025

A RESOLUTION APPOINTING MEMBERS TO THE TOURISM BOARD, THE CITIZENS GRANT REVIEW BOARD, THE PARKS, OPEN SPACE, TRAILS & RECREATION BOARD, THE SNOWMASS ARTS ADVISORY BOARD AND THE PLANNING COMMISSION.

WHEREAS, Section 8.3 of the Home Rule Charter states that members of all boards and commissions shall be appointed by the Town Council; and

WHEREAS, the terms of members on certain boards and commissions have expired and resignations have been submitted; and

WHEREAS, vacancies have been publicly posted and published in accordance with the terms and conditions of the Home Rule Charter; and

WHEREAS, the following citizens have submitted applications expressing a desire to be appointed:

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

That the following citizens are hereby appointed to serve as follows:

Tourism Board

Mary Blankenau – Lodging	3yr term – Expires 12/27
Joanna Mallory - Food & Bev	3yr term – Expires 12/27
Wendy Harris – At Large	3yr term – Expires 12/27
Vince Vito – Lodging	3yr term – Expires 12/27
John Kenny – At-Large	3yr term – Expires 12/27

Citizens Grant Review Board

Kristina Niemi - Alternate	3yr term – Expires 12/27
Leslie Desmond - Alternate	3yr term – Expires 12/27

Parks, Open Space, Trails & Recreation Advisory Board

Kevin Jordan	3yr term – Expires 12/27
Lisa Waldman	3yr term – Expires 12/27
Maggie Helmig	3yr term – Expires 12/27
Nate Gillette	3yr term – Expires 12/27
Thomas De Napoli	3yr term – Expires 12/27

Snowmass Arts Advisory Board

Ghislaine Boreel	2yr term – Expires 12/26
Melanie Falk	2yr term – Expires 12/26

Elaine LeBuhn	2yr term – Expires 12/26
Helen Leek	2yr term – Expires 12/26
Diane Oshin	2yr term – Expires 12/26
Linda Rennick	2yr term – Expires 12/26
Agnes Mo-Sarns	2yr term – Expires 12/26
Elizabeth Iacullo	2yr term – Expires 12/26
Evan Marx	2yr term – Expires 12/26

Planning Commission

Stan Clauson	3yr term – Expires 12/27
Brian Marshack	3yr term – Expires 12/27
Jami McMannes	3yr term – Expires 12/27

INTRODUCED, READ AND ADOPTED, the Town Council of the Town of Snowmass Village, Colorado, on the 6 day of January 2025 with a motion made by Councilmember _____and seconded by Councilmember ____ and by a vote of __ in favor to __ opposed.

TOWN OF SNOWMASS VILLAGE

_____
Alyssa Shenk, Mayor

ATTEST:

_____
Megan Harris Boucher, Town Clerk

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

January 6, 2024

AGENDA ITEM:

Consideration of ORDINANCE NO. 14, SERIES OF 2024-SECOND READING OF **AN ORDINANCE AMENDING THE 2025 BUDGET FOR THE EXCISE TAX FUND FOR THE TOWN OF SNOWMASS VILLAGE AND APPROPRIATING FUNDS FOR EXPENDITURE IN 2025.**

PRESENTED BY:

Marianne Rakowski, Finance Director
Clint Kinney, Town Manager

BACKGROUND:

At the Town Council meeting on December 2, 2024, the Town Council approved entering into a contract to purchase Willows Unit C-5 for $692,000. The Ordinance is for $700,000 which includes $8,000 for closing costs.

First reading of Ordinance No. 14, Series of 2024 was approved on December 16, 2024 to revise the 2025 Excise Tax Fund budget.

Second reading of Ordinance No. 14, Series of 2024 revises the 2025 Excise Tax Fund budget for the purchase of Willows Unit C-5.

FINANCIAL IMPACT:

Ordinance No. 14, Series of 2024, revises the 2025 adopted budget and appropriates these funds for spending.

The Excise Tax Fund has collected additional funds in 2024 exceeding the 2024 budget projections, which will increase the funds available in 2025 allowing enough funds in the Excise Tax Fund to make this purchase.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

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

COUNCIL OPTIONS:

1. Approve, Modify of Deny Ordinance No. 14, Series of 2024

STAFF RECOMMENDATION:

It is the recommendation of the Town Staff that the Council approve the Second Reading of Ordinance No. 14, Series of 2024 revising the 2025 budget.

ATTACHMENTS:

A. Ordinance No. 14, Series of 2024

SNOWMASS VILLAGE
TOWN COUNCIL

ORDINANCE NO. 14
SERIES OF 2024

AN ORDINANCE AMENDING THE 2025 BUDGET FOR THE EXCISE TAX FUND FOR THE TOWN OF SNOWMASS VILLAGE AND APPROPRIATING FUNDS FOR EXPENDITURE IN 2025.

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

WHEREAS, the 2025 amendments include changes to the Excise Tax Fund; and

WHEREAS, the Excise Tax Fund is revised to include an increase in expenditures to purchase a Willows employee housing unit; and

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

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

Section One: Revised Budget
That the Town of Snowmass Village 2025 budget for the Excise Tax Fund be adjusted to include the below amendments.

Section Two: Appropriation
That the below 2025 revised expenditures are hereby appropriated for expenditure during the 2025 budget year.

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

Town of Snowmass Village
Budget Changes – 2025

	2025 Revenues	2025 Expenditures
General Fund	$ -0-	$ 700,000
TOTAL	**$ -0-**	**$ 700,000**

INTRODUCED, READ AND ADOPTED on first reading by the Town Council of Snowmass Village, Colorado on the 16th day of December, 2024 with a motion made by Councilmember Gustafson and seconded by Councilmember Fridstein and by a vote of 5 in favor to 0 opposed.

INTRODUCED, READ AND ADOPTED on second reading by the Town Council of Snowmass Village, Colorado on the 6th day of January, 2025 with a motion made by _____ and seconded by _____, and by a vote of __ in favor to __ opposed. A roll call was taken, those in favor were_____, those opposed were _____.

TOWN OF SNOWMASS VILLAGE

_____
Alyssa Shenk, Mayor

ATTEST:

_____
Megan Harris Boucher, Town Clerk

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

January 6, 2025

AGENDA ITEM:

Resolution No. 4, Series of 2025 – A Resolution Approving a First Amendment to PCS Site Agreement for Wireless Communication Facilities on the Town Park Property.

PRESENTED BY:

Jeff Conklin, Town Attorney
Greg LeBlanc, Assistant Town Manager

BACKGROUND:

Snowmass Recreational Land Company, LLC, as predecessor-in-interest to the Town, and Sprint entered into a PCS Site Agreement dated January 28, 2000 (the "Agreement") to lease a portion of the Town Park property for location of wireless communication facilities. The Town and Crown Castle (d/b/a STC Five, LLC) are successors-in-interest to the Agreement.

The Agreement expires on January 27, 2025, and the Parties wish to enter a First Amendment to PCS Site Agreement, as set forth in Exhibit A to the Resolution (the "First Amendment"). The First Amendment primarily addresses the relocation of the leased premises and to provide for renewal lease terms up to 25 years.

This agreement is in conformance with the land use approval previously granted as part of the Town Park/ rodeo improvements.

FINANCIAL IMPACT:

The Town will receive lease payments pursuant to the First Amendment.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

N/A

COUNCIL OPTIONS:

Approve the Resolution approving the First Amendment.

OR

Deny the Resolution approving the First Amendment.

STAFF RECOMMENDATION:

Town Staff recommends that Town Council make a motion to approve the Resolution Approving a First Amendment to PCS Site Agreement for Wireless Communication Facilities on the Town Park Property.

ATTACHMENTS:

Resolution No. 4, Series of 2025
Exhibit A – First Amendment

TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL

RESOLUTION NO. 4
SERIES OF 2025

A RESOLUTION APPROVING A FIRST AMENDMENT TO PCS SITE AGREEMENT FOR WIRELESS COMMUNICATION FACILITIES ON THE TOWN PARK PROPERTY

RECITALS

A. The Town of Snowmass Village, Colorado ("TOSV" or the "Town") is a home-rule municipality organized under Article XX of the Colorado Constitution and with the authority of the Town of Snowmass Village Home Rule Charter (the "Charter").

B. Sections 1.2 and 1.4 of the Charter authorize the Town Council to lease real property.

C. Snowmass Recreational Land Company, LLC, as predecessor-in-interest to the Town, and Sprint entered into a PCS Site Agreement dated January 28, 2000 (the "Agreement") to lease a portion of the Town Park property for location of wireless communication facilities. The Town and Crown Castle (d/b/a STC Five, LLC) are successors-in-interest to the Agreement.

D. The Agreement expires on January 27, 2025, and the Parties wish to enter a First Amendment to PCS Site Agreement, as set forth in **Exhibit A** (the "First Amendment"), to relocate the leased premises and provide for renewal lease terms.

E. The Town Council finds and determines that it is in the best interests of the Town to approve this Resolution. The Town Council finds and determines that this Resolution is reasonable and necessary to promote the legitimate public purposes of public health, safety, and welfare.

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

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

2. First Amendment to PCS Site Agreement Lease. The Town Council hereby ratifies and approves the First Amendment in substantially the same form as enclosed as **Exhibit A**, as determined to be satisfactory to the Town Attorney. The Town Council hereby authorizes the Town Manager to execute the First Amendment.

Further, the Town Council authorizes and directs the Town Manager to take such steps as are necessary to implement this Resolution.

3. Ratification of Actions. All actions heretofore taken, not inconsistent with the provisions of this Resolution, by the Town Council and the officers, agents, and employees of the Town relating to the subject matter of this Resolution, are hereby ratified, approved, and confirmed.

4. Severability. If any provision of this Resolution is found to be unconstitutional or unlawful, such finding shall only invalidate that part or portion found to violate the law. All other provisions shall be deemed severable and shall continue in full force and effect.

INTRODUCED, READ AND ADOPTED by the Town Council of the Town of Snowmass Village, Colorado on the 6th day of January, 2025, by a motion made by Council Member ____ seconded by Council Member ___ , and by a vote of ___ in favor and ___ opposed.

TOWN OF SNOWMASS VILLAGE

_____
Alyssa Shenk, Mayor

ATTEST:

_____
Megan Harris Boucher, Town Clerk

APPROVED AS TO FORM:

_____
Jeff Conklin, Town Attorney

EXHIBIT A
(First Amendment to PCS Site Agreement)

FIRST AMENDMENT TO PCS SITE AGREEMENT

THIS FIRST AMENDMENT TO PCS SITE AGREEMENT (this "Amendment") is dated as of the last of the signature dates below (the "Effective Date"), by and between **Town of Snowmass Village**, **Colorado**, a Colorado home rule municipality ("Owner"), having a mailing address of P.O. Box 5010, Snowmass Village, Colorado 81615, and **STC Five LLC**, a Delaware limited liability company ("Tenant"), successor in interest to Sprint Spectrum L.P., a Delaware limited partnership ("Sprint"), by Global Signal Acquisitions III LLC, a Delaware limited liability company, its attorney-in-fact, having a mailing address of Attn: Legal Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

W I T N E S S E T H:

WHEREAS, Snowmass Recreational Land Company, LLC ("Original Owner"), as predecessor in interest to Owner, and Sprint entered into that certain PCS Site Agreement dated January 28, 2000 (the "Agreement"), whereby Original Owner leased to Sprint a portion of land consisting of approximately three hundred (300) square feet in Pitkin County, Colorado, together with access and utility easements thereto (the "Original Site"), as more particularly described in the Agreement; and

WHEREAS, the Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement has an Initial Term and Renewal Terms that will expire on January 27, 2025 (the "Original Term"), and Owner and Tenant desire to enter into this Amendment in order to amend the Agreement to, among other things, relocate the premises leased to Tenant and provide for additional renewal terms beyond the Original Term.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner and Tenant agree as follows:

1. **Recitals; Defined Terms**. The parties acknowledge the accuracy of the foregoing recitals, each of which is incorporated herein as if fully rewritten herein. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. **Defined Terms**. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. Any reference to "SSLP" in the Agreement shall be deleted and substituted therein with "Tenant."

3. **Term**. Section 2 of the Agreement is hereby amended by deleting the second (2^{nd}) sentence of the current text and inserting in lieu thereof the following:

> "This Agreement will be automatically renewed for nine (9) additional terms (each a "Renewal Term") of five (5) years each, unless Tenant

provides Owner notice of intention not to renew not less than ninety (90) days prior to the expiration of the then current term."

The Original Term and additional Renewal Terms shall be collectively referred to herein as the "Lease Term." The parties acknowledge that pursuant to this Amendment the Lease Term exceeds the Original Term by twenty-five (25) years and that, unless terminated sooner, the final Renewal Term of the Agreement will expire on January 27, 2050.

4. **Rent Escalation**. In accordance with Section 3 of the Agreement, on January 28, 2025, and on every anniversary of that date thereafter (each an "Adjustment Date"), the Rent will increase by an amount equal to twelve percent (12%) of the Rent in effect for the month immediately preceding the Adjustment Date.

5. **Relocation of Site**.

(a) Following the Effective Date of this Amendment, Tenant will relocate its communications facility to an alternate ground location on Owner's property containing one thousand three hundred forty-four (1,344) square feet, together with an access and utility easement thereto, as more particularly depicted on Exhibit A and described on Exhibit B attached hereto (the "Replacement Site"); provided, however, that such relocation will (i) be performed exclusively by Tenant or its agents; (ii) not result in any interruption of the communications service provided by Tenant on Owner's property, including but not limited to Tenant's right to maintain the rights to the existing communications facility until such time that all of its subtenants and licensees are moved to the Replacement Site; and (iii) not impair, or in any manner alter, the quality of the communications service provided by Tenant, its subtenants and licensees on and from Owner's property. In furtherance of the foregoing, Owner agrees that Tenant may install and operate one or more temporary communications facilities ("Temporary Tower(s)") on Owner's property, if it determines, in its sole discretion, that relocating its subtenants and licensees to the Temporary Tower(s) is necessary to prevent any interruption or impairment of the telecommunications services provided by Tenant on Owner's property during the relocation work. Tenant shall have the right to construct a security fence around the perimeter of the Replacement Site in a design, material, and form to be approved by Owner in its reasonable discretion, so long as such security fence does not encroach onto Owner's parent parcel. Tenant will have such time as it deems necessary in its sole discretion to complete the relocation of its communications facility to the Replacement Site.

(b) In the event that the relocation of the telecommunications facility to the Replacement Site requires any governmental or regulatory permits or approvals, Owner agrees to reasonably cooperate with Tenant in obtaining such approvals without Owner having to incur any out of pocket costs or expenses.

(c) Upon relocation of the communications facility to the Replacement Site, all references to the Site in the Agreement will be deemed to be references to the Replacement Site. If requested by Tenant, Owner agrees to execute an amendment to the Agreement (and a memorandum of amendment) confirming the completion of the relocation work and any changes to the legal description of the Replacement Site.

6. **Notice**. Section 6 of the Agreement is hereby amended by deleting the addresses for Tenant, and inserting in lieu thereof the following:

TENANT: STC Five LLC
c/o Crown Castle USA Inc.
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317
Phone: (724) 416-2000

7. **Representations, Warranties and Covenants of Owner**. Owner represents, warrants and covenants to Tenant as follows:

(a) Owner is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Owner's obligations under the Agreement as amended hereby.

(b) Tenant is not currently in default under the Agreement, and to Owner's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(c) Owner agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Site under the Agreement as amended hereby.

(d) Owner acknowledges that the Site, as defined, shall include any portion of Owner's property on which communications facilities or other Tenant improvements exist on the Effective Date of this Amendment.

8. **IRS Form W-9**. Owner agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by Tenant. In the event Owner's property on which the Site is located is transferred, the succeeding owner shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rental to the new owner. Owner's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

9. **Construction of Documents**. Each party hereto acknowledges that this Amendment shall not be construed in favor of or against the drafter hereof.

10. **Remainder of Agreement Unaffected**. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Amendment is hereby amended to be consistent.

11. **Headings**. The headings contained in this Amendment are for reference purposes only and shall not modify or affect this Amendment in any manner whatsoever.

12. **Entire Agreement**. The Agreement (as amended by this Amendment) embodies the final, entire agreement between the parties with respect to the subject matter of this Amendment, and supersedes any and all prior agreements, representations, understandings and commitments, whether oral or written relating to this subject matter, and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of or on behalf of the parties to this Amendment.

13. **Counterparts**. This Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

14. **Recordation**. Tenant, at its cost and expense, shall have the right to record a memorandum of this Amendment in the conveyance records of Pitkin County, Colorado, at any time following the execution of this Amendment by all parties hereto.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY;
SIGNATURE PAGES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to be duly executed as of the Effective Date.

OWNER:

Town of Snowmass Village, **Colorado**
a Colorado home rule municipality

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____ §
§
COUNTY OF _____ §

The foregoing First Amendment to PCS Site Agreement was acknowledged before me this ____ day of _____, 2024, by _____, the _____ of **Town of Snowmass Village**, a Colorado home rule municipality, for and on behalf of said entity and for the purposes, intents and consideration stated in the foregoing First Amendment to PCS Site Agreement. He/She is personally known to me or has produced _____ as identification.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer, on the date set forth above.

_____
Signature of Notary Public

_____
Printed Name of Notary Public:

My Commission Expires: _____ [Seal]

TENANT:

STC Five LLC,
a Delaware limited liability company

By: Global Signal Acquisitions III LLC,
a Delaware limited liability company
its Attorney-in-Fact

By: _____
Name: _____
Title: _____
Date: _____

STATE OF _____ §
§
COUNTY OF_____ §

The foregoing First Amendment to PCS Site Agreement was acknowledged before me this ____ day of _____, 2024, by _____, as the _____ of Global Signal Acquisitions III LLC, a Delaware limited liability company, the Attorney-in-Fact of **STC Five LLC**, a Delaware limited liability company, for and on behalf of said entity and for the consideration, intent and purposes set forth in the foregoing First Amendment to PCS Site Agreement. He/She is personally known to me or has produced _____ as identification.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer, on the date set forth above.

_____
Signature of Notary Public

_____
Printed Name of Notary Public:

My Commission Expires: _____ [Seal]

Exhibit A

Site Plan

(see next four pages immediately following)

TOWER SURVEY

877050

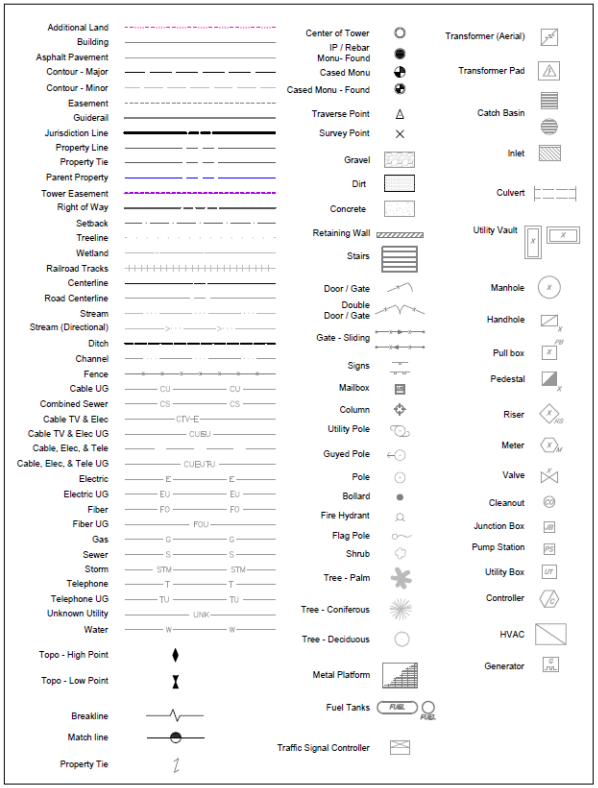
RODEO ARENA

2735 BRUSH CREEK ROAD
SNOWMASS VILLAGE, CO 81615
PITKIN COUNTY

CONTENTS

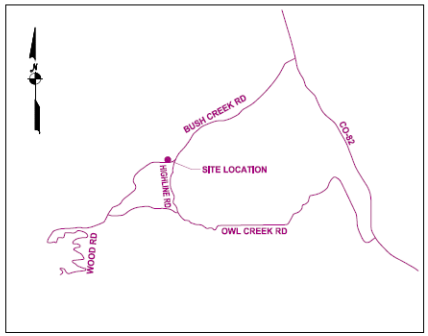
COVER SHEET
PROPERTY OVERVIEW
EASEMENT OVERVIEW
SITE OVERVIEW
SITE OVERVIEW DETAIL (INTERNAL USE)
LEGAL DESCRIPTIONS

LEGEND



VICINITY MAP

NTS



AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	1129085	25.920
LEASE AREA	1,344	0.031
ACCESS & UTILITY EASEMENT	8,650	0.199

SURVEYOR'S NOTE

1. Surveyor does not guarantee that all utilities are shown or their locations are definite. It is the responsibility of the contractor and developer to contact any involved agencies to locate all utilities prior to construction. removal, relocation and/or replacement is the responsibility of the contractor.

Any underground utilities located and shown hereon were performed by ADEPT.

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. (CRS-13-80-105)

AT THE TIME OF THE TOWER SURVEY, THERE WAS SUBSTANTIAL SNOW COVER ON THE GROUND POTENTIALLY BLOCKING OR OBSCURING ANY GROUND FEATURE WITHOUT SUFFICIENT RELIEVE TO REVEAL ITSELF THROUGH THE ACCUMULATED COVER. THEREFORE SOME FEATURES MAY BE OMITTED FROM THE SURVEY.

SURVEY PROCEDURES & EQUIPMENT

The Accuracy Of This Survey Meets Or Exceeds The Minimum Standards As Required By the State of Colorado.

Instruments Used:
Trimble Global Positioning System
Trimble Total Station

GRID-TO-GROUND SCALE FACTOR NOTE

ALL BEARINGS AND DISTANCES ARE BASED ON THE COLORADO CENTRAL STATE PLANE COORDINATE ZONE GRID. TO DERIVE GROUND DISTANCES DIVIDE BY 0.99957269

COORDINATES

For internal use

LABEL	LAT, LONG
MON #1 / POC	39°13'31.85", -106°55'34.57"
MON #2	39°13'35.90", -106°55'34.52"
POB - LEASE AREA	39°13'32.86", -106°55'20.42"
CENTER OF TOWER	39°13'32.76", -106°55'20.07"

ABBREVIATIONS

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
ROW	RIGHT OF WAY
NFNS	NOTHING FOUND, NOTHING SET

SURVEY PERFORMED FOR:

CROWN CASTLE

1500 Corporate Drive
Canonsburg, PA 15317

SURVEY COORDINATED BY:
AMBIT CONSULTING
4645 S. Lakeshore Drive #14, Tempe, AZ 85282
Tele: (480) 659-4072

SURVEY PERFORMED BY:
AMBIT CONSULTING
4645 S. Lakeshore Drive #14, Tempe, AZ 85282
Tele: (480) 659-4072

DRAWN BY: DB | CHK BY: XX | JOB NO.: 877050

SURVEYOR'S CERTIFICATION:
I hereby certify CCTMO LLC, Crown Castle USA Inc., including its parents, subsidiaries and affiliated entities, and AMERISTAR Title Company, that this map was made under my direction as a licensed surveyor in the State of Colorado; field effort was performed May of 2023.

SURVEYOR NAME

PRELIMINARY

SIGNATURE

LEASE AREA ZONING:
UNKNOWN

LEASE AREA FLOOD NOTE:
THIS PROJECT APPEARS TO (NE LOCATED) WITHIN FLOOD ZONE "X" ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP(S), MAP ID #08097C0331E, DATED 08/15/2019.

BEARING BASIS:
ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983(2011), DETERMINED BY RAW STATIC GLOBAL POSITIONING SYSTEM EQUIPMENT ON THE NGS OPUS WEBSITE. THE BEARING BETWEEN A FOUND IRON BAR WITH RED CAP "SGM LS 20136" AT THE SOUTHWEST CORNER OF LOT 1 ENTRYWAY MASTER SUBDIVISION PLAT, RECORDED AS BOOK BOOK 109, PAGES 2 THROUGH 7, OFFICIAL RECORDS OF PITKIN COUNTY, COLORADO, AND A FOUND IRON BAR WITH RED CAP "SGM LS 20136" AT THE NORTHWEST CORNER OF SAID LOT 1 IS NORTH 01°20'44" EAST. ALL BEARINGS AND DISTANCES CONTAINED HEREIN RELATIVE THERETO.

NOTES:
1. SURVEY PERFORMED ON 05/25/2023 AND 12/05/2024
2. DATA PROJECTED IN STATE PLANE COORDINATE SYSTEM COLORADO CENTRAL, WITH NAVD88 VERTICAL DATUM.
3. ALL VISIBLE TOWER EQUIPMENT AND IMPROVEMENTS ARE CONTAINED WITHIN THE DESCRIBED AREA, UNLESS OTHERWISE NOTED HEREON.
4. NOT ALL SYMBOLS ARE DEPICTED TO SCALE.
5. THIS SURVEY DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL.

REV	DATE	DESCRIPTION	DRWN
2	12/10/24	AS-BUILT (C)	CK
0	5/09/24	TITLE (CER) (D)	CK
1	6/01/24	TITLE (C)	AC

SITE INFORMATION:

Name	RODEO ARENA
BUN	877050
Address	2735 BRUSH CREEK ROAD SNOWMASS VILLAGE, CO 81615
County	PITKIN COUNTY

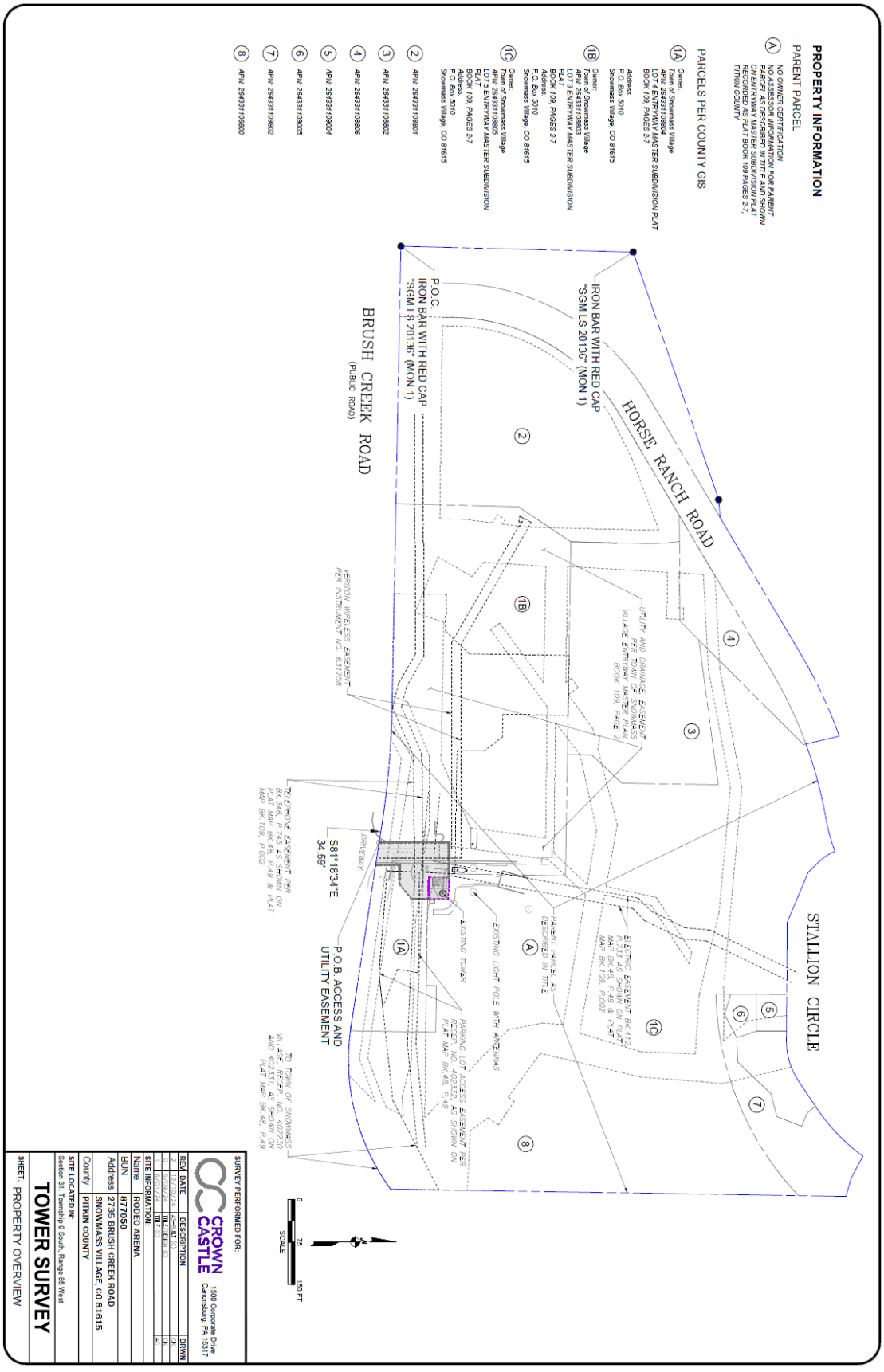
SITE LOCATED IN:
Section 31, Township 9 South, Range 85 West

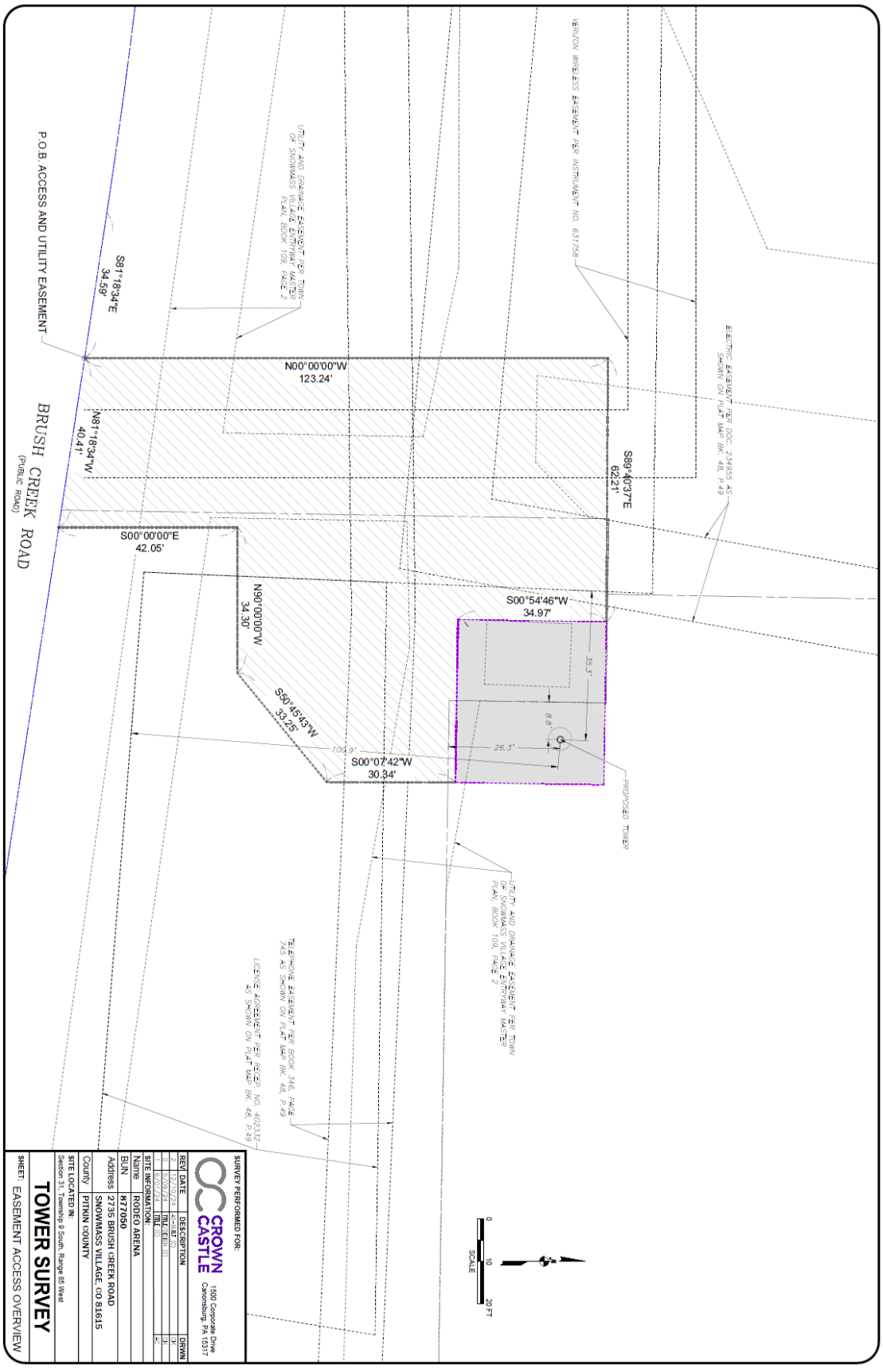
TOWER SURVEY

SHEET: COVER SHEET

A-2

Site Name: The Rodeo Arena
BU#: 877050


PROPERTY INFORMATION
PARENT PARCEL
(A) NO OWNER CERTIFICATION. NO ASSESSOR INFORMATION FOR PARENT PARCEL AS DESCRIBED IN TITLE AND SHOWN ON SURVEY. PARENT PARCEL IS A PLAT RECORDED AS PLAT BOOK 109 PAGES 2-7, PITKIN COUNTY
PARCELS PER COUNTY GIS
(1A) Owner: Town of Snowmass Village APN: 2643311008004 LOT 4 ENTRYWAY MASTER SUBDIVISION PLAT BOOK 109, PAGES 2-7 Address: P.O. Box 5010 Snowmass Village, CO 81615
(1B) Owner: Town of Snowmass Village APN: 2643311008003 LOT 3 ENTRYWAY MASTER SUBDIVISION PLAT BOOK 109, PAGES 2-7 Address: P.O. Box 5010 Snowmass Village, CO 81615
(1C) Owner: Town of Snowmass Village APN: 2643311008005 LOT 5 ENTRYWAY MASTER SUBDIVISION PLAT BOOK 109, PAGES 2-7 Address: P.O. Box 5010 Snowmass Village, CO 81615
(2) APN: 2643311008001
(3) APN: 2643311008002
(4) APN: 2643311008006
(5) APN: 2643311009004
(6) APN: 2643311009005
(7) APN: 2643311009002
(8) APN: 2643311005800
HORSE RANCH ROAD
STALLION CIRCLE
BRUSH CREEK ROAD
(PUBLIC ROAD)
IRON BAR WITH RED CAP "SGM LS 20136" (MON 1)
P.O.C. IRON BAR WITH RED CAP "SGM LS 20136" (MON 1)
UTILITY AND DRAINAGE EASEMENT PER TOWN OF SNOWMASS VILLAGE ENTRYWAY MASTER PLAN, BOOK 109, PAGE 2
VERIZON WIRELESS EASEMENT PER INSTRUMENT NO. 631738
ELECTRIC EASEMENT BK 412 PG 245 AS SHOWN ON PLAT MAP BK 48, P 49 & PLAT MAP BK 109, P 002
PARENT PARCEL AS DESCRIBED IN TITLE
EXISTING LIGHT POLE WITH ANTENNAS
EXISTING TOWER
PARKING LOT ACCESS EASEMENT PER RECEP. NO. 402232 AS SHOWN ON PLAT MAP BK 48, P 49
TO TOWN OF SNOWMASS VILLAGE, RECEP. NO. 402230 AND 402231, AS SHOWN ON PLAT MAP BK 45, P 49
TELEPHONE EASEMENT PER BK 346, P 245 AS SHOWN ON PLAT MAP BK 48, P 49 & PLAT MAP BK 109, P 002
DRIVEWAY
S81°18'34"E 34.59'
P.O.B. ACCESS AND UTILITY EASEMENT
SCALE
0
75
150 FT
SURVEY PERFORMED FOR:
CROWN CASTLE
1500 Corporate Drive Canonsburg, PA 15317
REV DATE DESCRIPTION DRWN
SITE INFORMATION:
Name RODEO ARENA
BUN 877050
Address 2735 BRUSH CREEK ROAD
SNOWMASS VILLAGE, CO 81615
County PITKIN COUNTY
SITE LOCATED IN:
Section 31, Township 9 South, Range 85 West
TOWER SURVEY
SHEET: PROPERTY OVERVIEW



Site Name: The Rodeo Arena A-4
BU#: 877050

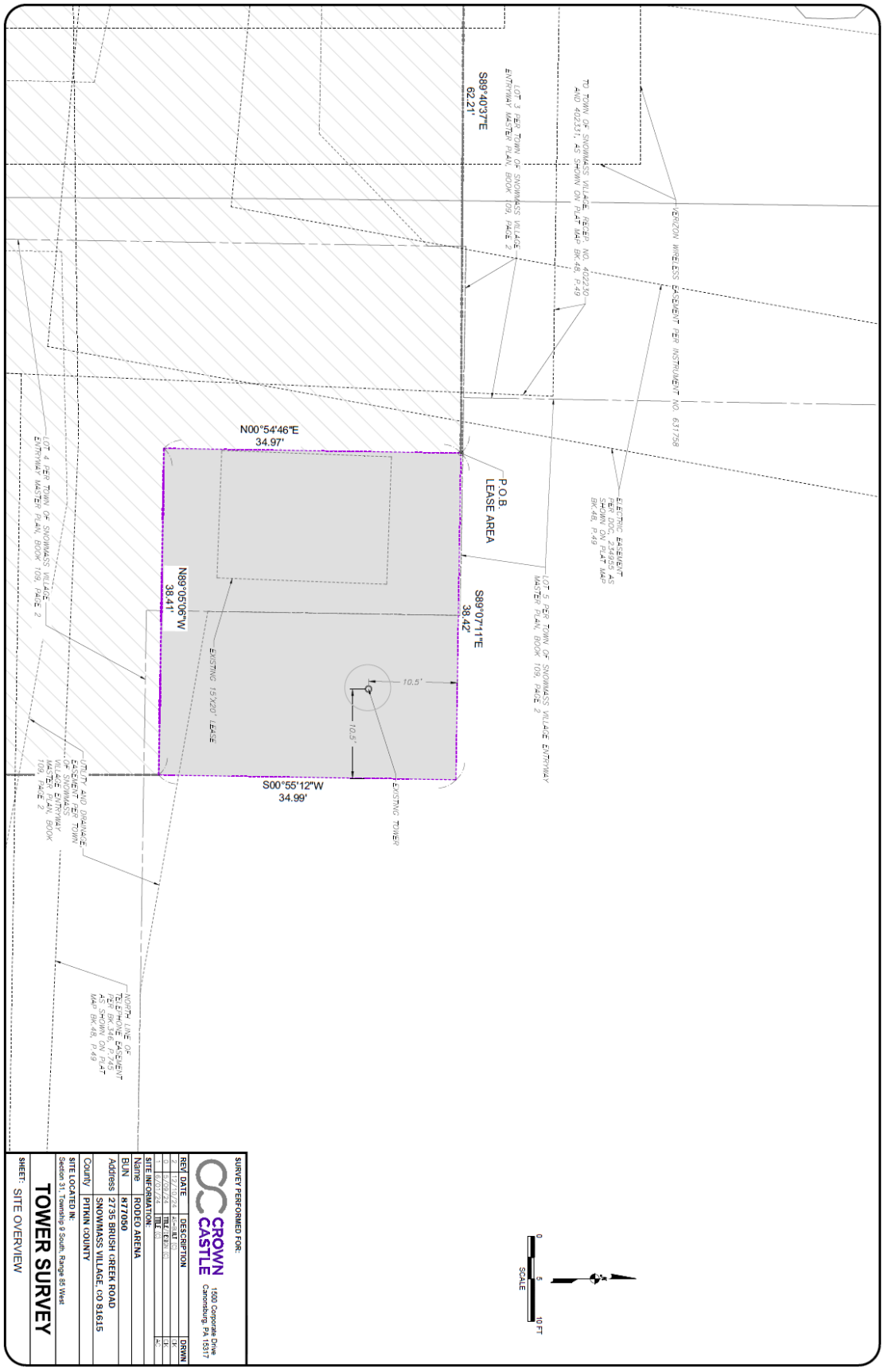

VERIZON WIRELESS EASEMENT PER INSTRUMENT NO. 631758
TO TOWN OF SNOWMASS VILLAGE PER REC. NO. 460230 AND 462331, AS SHOWN ON PLAT MAP BK 48, P 49
LOT 3 PER TOWN OF SNOWMASS VILLAGE ENTRYWAY MASTER PLAN, BOOK 109, PAGE 2
S89°40'37"E
62.21'
ELECTRIC EASEMENT PER DOC 549291 AS SHOWN ON PLAT MAP BK 48, P 49
N00°54'46"E
34.97'
P.O.B.
LEASE AREA
LOT 5 PER TOWN OF SNOWMASS VILLAGE ENTRYWAY MASTER PLAN, BOOK 109, PAGE 2
S89°07'11"E
38.42'
N89°05'06"W
38.41'
EXISTING 15'X20' LEASE
10.5'
10.5'
S00°55'12"W
34.99'
EXISTING TOWER
LOT 4 PER TOWN OF SNOWMASS VILLAGE ENTRYWAY MASTER PLAN, BOOK 109, PAGE 2
EXISTING 40' PRIVATE ACCESS EASEMENT PER TOWN OF SNOWMASS VILLAGE ENTRYWAY MASTER PLAN, BOOK 109, PAGE 2
NORTH LINE OF TOWER LEASE PARCEL PER BK 346, P 745 AS SHOWN ON PLAT MAP BK 48, P 49
0
5
10 FT
SCALE
SURVEY PERFORMED FOR:
CROWN CASTLE
1500 Corporate Drive
Canonsburg, PA 15317
REV DATE DESCRIPTION DRWN
2 12/20/24 FINAL SURVEY LK
1 6/20/24 TRE TRE
SITE INFORMATION:
Name RODEO ARENA
BUN 877050
Address 2735 BRUSH CREEK ROAD
SNOWMASS VILLAGE, CO 81615
County PITKIN COUNTY
SITE LOCATED IN:
Section 31, Township 9 South, Range 85 West
TOWER SURVEY
SHEET: SITE OVERVIEW

Exhibit B

Replacement Site

A PORTION OF LOTS 4 AND 5 OF ENTRYWAY MASTER SUBDIVISION PLAT, RECORDED AS BOOK 109, PAGES 2 THROUGH 7, OFFICIAL RECORDS OF PITKIN COUNTY, COLORADO, BEING MORE PARTICUALRLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON BAR WITH RED CAP "SGM LS 20136" AT THE SOUTHWEST CORNER OF LOT 1 OF SAID PLAT, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY OF BRUSH CREEK ROAD, FROM WHICH AN IRON BAR WITH RED CAP "SGM LS 20136" AT THE NORTHWEST CORNER OF SAID LOT 1 BEARS NORTH 01°25'44" EAST, 410.01 FEET;

THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 88°54'15" EAST ALONG THE NORTHERLY RIGHT OF WAY OF BRUSH CREEK ROAD, 814.51 FEET TO A POINT OF TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1546.59 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°35'42" AN ARC DISTANCE OF 205.01 FEET; THENCE SOUTH 81°18'34" EAST, 34.59 FEET; THENCE DEPARTING SAID RIGHT OF WAY NORTH 00°00'00" WEST, 123.24 FEET; THENCE SOUTH 89°40'37" EAST, 62.21 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°07'11" EAST, 38.42 FEET; THENCE SOUTH 00°55'12" WEST, 34.99 FEET; THENCE NORTH 89°05'06" WEST, 37.41 FEET; THENCE NORTH 00°54'46" EAST, 34.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,344 SQ. FT. OR 0.031 ACRES, MORE OR LESS.

Access and Utility Easement

A PORTION OF LOTS 3, 4 AND 5 OF ENTRYWAY MASTER SUBDIVISION PLAT, RECORDED AS BOOK 109, PAGES 2 THROUGH 7, OFFICIAL RECORDS OF PITKIN COUNTY, COLORADO, BEING MORE PARTICUALRLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON BAR WITH RED CAP "SGM LS 20136" AT THE SOUTHWEST CORNER OF LOT 1 OF SAID PLAT, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT OF WAY OF BRUSH CREEK ROAD, FROM WHICH AN IRON BAR WITH RED CAP "SGM LS 20136" AT THE NORTHWEST CORNER OF SAID LOT 1 BEARS NORTH 01°25'44" EAST, 410.01 FEET;

THENCE FROM SAID POINT OF COMMENCEMENT SOUTH 88°54'15" EAST ALONG THE NORTHERLY RIGHT OF WAY OF BRUSH CREEK ROAD, 814.51 FEET TO A POINT OF TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1546.59 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°35'42" AN ARC DISTANCE OF 205.01 FEET; THENCE SOUTH 81°18'34" EAST, 34.59 FEET TO THE POINT OF BEGINNING;

THENCE DEPARTING SAID RIGHT OF WAY NORTH 00°00'00" WEST, 123.24 FEET; THENCE SOUTH 89°40'37" EAST, 62.21 FEET;
THENCE SOUTH 00°54'46" WEST, 34.97 FEET; THENCE SOUTH 89°05'06" EAST, 37.41 FEET; THENCE SOUTH 00°07'42" WEST, 30.34 FEET; THENCE SOUTH 50°45'43" WEST, 33.25 FEET; THENCE NORTH 90°00'00" WEST, 34.30 FEET; THENCE SOUTH 00°00'00" EAST, 42.05 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF BRUSH CREEK ROAD; THENCE NORTH 81°18'34" WEST ALONG SAID RIGHT OF WAY, 40.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,650 SQ. FT. OR 0.199 ACRES, MORE OR LESS.

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

January 6, 2025

AGENDA ITEM:

Resolution No. 5, Series of 2025 – A Resolution Approving a Contract to Buy and Sell Real Estate for the Town's Purchase of Property Located at 500 Snowmass Club Circle Unit 19.

PRESENTED BY:

Jeff Conklin, Town Attorney
Betsy Crum, Housing Director

BACKGROUND:

The deed restricted County Club Townhome units have a considerable (financial) history. While the re-sale value of these 6 employee untis is deed restricted, the HOA dues and special assessments owed by the homes has not been restricted, thus greatly decreasing the affordability of these units (6 in total). With this understanding, over the last decade the Town has purchased three of these units that have come up for re-sale in the lottery and rents these units to Town employees.

Now, a 4th unit is being sold. The owners of a deed-restricted unit in the Country Club Townhomes - Unit 19 at 500 Snowmass Club Circle (the "Property") – wish to sell the Property, which the Town wishes to purchase pursuant to the Town's Permanent Moderate Housing Regulations.

Accordingly, the Town wishes to approve the Contract to Buy and Sell Real Estate attached to the Resolution as Exhibit A (the "Real Estate Contract"). The property will be used in a similar manner as the other three town-owned Country Club Townhome units.

FINANCIAL IMPACT:

The purchase price is $692,000.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

N/A

COUNCIL OPTIONS:

Approve the Resolution approving the Real Estate Contract.

OR

Deny the Resolution approving the Real Estate Contract.

STAFF RECOMMENDATION:

Town Staff recommends that Town Council make a motion to approve the Resolution Approving a Contract to Buy and Sell Real Estate for the Town's Purchase of Property Located at 500 Snowmass Club Circle Unit 19.

ATTACHMENTS:

Resolution No. 5, Series of 2025
Exhibit A – Real Estate Contract

TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL

RESOLUTION NO. 5
SERIES OF 2025

A RESOLUTION APPROVING A CONTRACT TO BUY AND SELL REAL ESTATE FOR THE TOWN'S PURCHASE OF PROPERTY LOCATED AT 500 SNOWMASS CLUB CIRCLE UNIT 19

RECITALS

A. The Town of Snowmass Village, Colorado ("TOSV" or the "Town") is a home-rule municipality organized under Article XX of the Colorado Constitution and with the authority of the Town of Snowmass Village Home Rule Charter (the "Charter").

B. Sections 1.2 and 1.4 of the Charter authorize the Town Council to purchase real property.

C. The owners of a deed-restricted unit in the Country Club Townhomes - Unit 19 at 500 Snowmass Club Circle (the "Property") – wish to sell the Property, which the Town wishes to purchase pursuant to the Town's Permanent Moderate Housing Regulations.

D. Accordingly, TOSV wishes to purchase the Property, as set forth in the Contract to Buy and Sell Real Estate attached hereto as **Exhibit A** (the "Real Estate Contract"). The Property will continue to be part of TOSV affordable housing program and will be rented pursuant to the Permanent Moderate Housing Regulations.

E. The Town Council finds and determines that it is in the best interests of the Town to approve this Resolution and purchase the Property as set forth in the Real Estate Contract. The Town Council finds and determines that this Resolution is reasonable and necessary to promote the legitimate public purposes of public health, safety, and welfare.

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

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

2. Real Estate Contract – 500 Snowmass Club Circle Unit 19. The Town Council hereby approves the Real Estate Contract for the purchase of the Property, attached hereto as **Exhibit A**, and ratifies the Town Manager's execution thereof and any amendments thereto. The Town Council hereby approves the purchase

of the Property pursuant to the Real Estate Contract approved by this Resolution and authorizes the Town Manager to take all actions pursuant to the Real Estate Contract, to sign all documents necessary to effectuate the purchase of the Property, including any documents required by a title company, and to take other required actions related to the purchase of the Property. The Town Council further authorizes the Town Manager, upon recommendation by the Town Attorney, to make any amendments to the Contract that are reasonably necessary for the purchase of the Property or to terminate the Contract, without further approval of the Town Council.

3. Ratification of Actions. All actions heretofore taken, not inconsistent with the provisions of this Resolution, by the Town Council and the officers, agents, and employees of the Town relating to the subject matter of this Resolution, are hereby ratified, approved, and confirmed.

4. Severability. If any provision of this Resolution is found to be unconstitutional or unlawful, such finding shall only invalidate that part or portion found to violate the law. All other provisions shall be deemed severable and shall continue in full force and effect.

INTRODUCED, READ AND ADOPTED by the Town Council of the Town of Snowmass Village, Colorado on the 6th day of January, 2025, by a motion made by Council Member ____ seconded by Council Member ___ , and by a vote of ___ in favor and ___ opposed.

TOWN OF SNOWMASS VILLAGE

_____
Alyssa Shenk, Mayor

ATTEST:

_____
Megan Harris Boucher, Town Clerk

APPROVED AS TO FORM:

_____
Jeff Conklin, Town Attorney

EXHIBIT A
(Contract to Buy and Sell Real Estate)

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS1-6-23) (Available 8-23, Mandatory 1-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

Date: January 6, 2025

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Town of Snowmass Village, Colorado, a Colorado home-rule municipality (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other** in severalty.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. Terry W. Johnson and Melinda E. Robinson (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Pitkin, Colorado:

Condominium Unit 19, AMENDED AND RESTATED COUNTRY CLUB TOWNHOMES CONDOMINIUMS (PHASE 1), according to the Map filed February 5, 1981 in Plat Book 10 at page 96 and as defined and described in the Amended and Restated Condominium Declaration for Country Club Townhomes Condominiums recorded February 5, 1981 in Book 403 at Page 779 and the Interpretation No. 1 recorded March 26, 1981 in Book 406 at Page 198 and First Amendment thereto recorded September 4, 1984 in Book 472 at Page 624.

known as: 500 Snowmass Club Cir Unit 19, Snowmass Village, CO 81615,
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions – Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including any and all remote controls). If checked, the following are owned by the Seller and included: ☐ **Solar Panels** ☐ **Water Softeners** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.7. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions – Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price**:**

N/A

☐ If the box is checked, Buyer and Seller have concurrently entered into a separate agreement for additional personal property outside of this Contract.

2.5.4. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

N/A

2.5.5. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.6. Parking and Storage Facilities. The use or ownership of the following parking facilities: any and all appurtenant to property; and the use or ownership of the following storage facilities: any and all appurtenant to property. Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

2.5.7. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items):

N/A

2.6. Exclusions. The following items are excluded (Exclusions):

N/A

2.7. Water Rights/Well Rights.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

N/A

Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing:

N/A

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is N/A.

☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

N/A

2.7.5. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.6. Water Rights Review. Buyer ☐ **Does** ☒ **Does Not** have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	11:59 PM
2	§ 4	Alternative Earnest Money Deadline	7 days after MEC
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	14 days after MEC
4	§ 8	Record Title Objection Deadline	21 days after MEC
5	§ 8	Off-Record Title Deadline	14 days after MEC
6	§ 8	Off-Record Title Objection Deadline	21 days after MEC

7	§ 8	Title Resolution Deadline	28 days after MEC
8	§ 8	Third Party Right to Purchase/Approve Deadline	21 days after MEC
		Owners' Association	
9	§ 7	Association Documents Deadline	14 days after MEC
10	§ 7	Association Documents Termination Deadline	21 days after MEC
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	14 days after MEC
12	§ 10	Lead-Based Paint Disclosure Deadline	14 days after MEC
		Loan and Credit	
13	§ 5	New Loan Application Deadline	N/A
14	§ 5	New Loan Terms Deadline	N/A
15	§ 5	New Loan Availability Deadline	N/A
16	§ 5	Buyer's Credit Information Deadline	N/A
17	§ 5	Disapproval of Buyer's Credit Information Deadline	N/A
18	§ 5	Existing Loan Deadline	N/A
19	§ 5	Existing Loan Termination Deadline	N/A
20	§ 5	Loan Transfer Approval Deadline	N/A
21	§ 4	Seller or Private Financing Deadline	N/A
		Appraisal	
22	§ 6	Appraisal Deadline	N/A
23	§ 6	Appraisal Objection Deadline	N/A
24	§ 6	Appraisal Resolution Deadline	N/A
		Survey	
25	§ 9	New ILC or New Survey Deadline	N/A
26	§ 9	New ILC or New Survey Objection Deadline	N/A
27	§ 9	New ILC or New Survey Resolution Deadline	N/A
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	
29	§ 8	Mineral Rights Examination Deadline	
30	§ 10	Inspection Termination Deadline	21 days after MEC
31	§ 10	Inspection Objection Deadline	21 days after MEC
32	§ 10	Inspection Resolution Deadline	28 days after MEC
33	§ 10	Property Insurance Termination Deadline	21 days after MEC
34	§ 10	Due Diligence Documents Delivery Deadline	14 days after MEC
35	§ 10	Due Diligence Documents Objection Deadline	21 days after MEC
36	§ 10	Due Diligence Documents Resolution Deadline	28 days after MEC
37	§ 10	Conditional Sale Deadline	N/A
38	§ 10	Lead-Based Paint Termination Deadline	21 days after MEC
		Closing and Possession	
39	§ 12	Closing Date	February 19, 2025
40	§ 17	Possession Date	Upon Closing
41	§ 17	Possession Time	Upon Closing
42	§ 27	**Acceptance Deadline Date**	January 10, 2025
43	§ 27	**Acceptance Deadline Time**	11:59PM

Note: If **FHA** or **VA** loan boxes are checked in § 4.5.3. (Loan Limitations), the **Appraisal** deadlines **DO NOT** apply to **FHA** insured or **VA** guaranteed loans.

3.2. Applicability of Terms. If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The abbreviation "N/A" as used in this Contract means not applicable.

3.3. Day; Computation of Period of Days; Deadlines.

3.3.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1. (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

3.3.2. Computation of Period of Days. In computing a period of days (e.g., three days after MEC), when the ending date is not specified, the first day is excluded and the last day is included.

3.3.3. Deadlines. If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

4. PURCHASE PRICE AND TERMS.

4.1. Price and Terms. The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	$ 549,136.25	
2	§ 4.3.	Earnest Money		$ 0
3	§ 4.5.	New Loan		$
4	§ 4.6.	Assumption Balance		$
5	§ 4.7.	Private Financing		$
6	§ 4.7.	Seller Financing		$
7				
8				
9	§ 4.4.	Cash at Closing		$ 549,136.25
10		**TOTAL**	$ 549,136.25	$ 549,136.25

4.2. Seller Concession. At Closing, Seller will credit to Buyer $See Addendum (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

4.3. Earnest Money. The Earnest Money set forth in this Section, in the form of good funds, will be payable to and held by Land Title Guarantee Company (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

4.3.2. Disposition of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money Release form), within three days of Buyer's receipt.

4.3.2.1. Seller Failure to Timely Return Earnest Money. If Seller fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "**If Seller is in Default", § 20.2. and § 21,** unless Seller is entitled to the Earnest Money due to a Buyer default.

4.3.2.2. Buyer Failure to Timely Release Earnest Money. If Buyer fails to timely execute and return the Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "**If Buyer is in Default, § 20.1. and § 21**, unless Buyer is entitled to the Earnest Money due to a Seller Default**.**

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT**.

4.4.3. Available Funds. Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

~~**4.5. New Loan.**~~

~~**4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.~~

~~**4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 29 (Additional Provisions).~~

~~**4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans: ☐ **Conventional** ☐ **FHA** ☐ **VA** ☐ **Bond** ☐ **Other** _____.~~
~~If either or both of the FHA or VA boxes are checked, and Buyer closes the transaction using one of those loan types, Seller agrees to pay those closing costs and fees that Buyer is not allowed by law to pay not to exceed $_____.~~

~~**4.5.4. Loan Estimate – Monthly Payment and Loan Costs.** Buyer is advised to review the terms, conditions and costs of Buyer's New Loan carefully. If Buyer is applying for a residential loan, the lender generally must provide Buyer with a Loan Estimate within three days after Buyer completes a loan application. Buyer also should obtain an estimate of the amount of Buyer's monthly mortgage payment.~~

~~**4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in § 4.1. (Price and Terms), presently payable at $_____ per _____ including principal and interest presently at the rate of _____% per annum and also including escrow for the following as indicated: ☐ **Real Estate Taxes** ☐ **Property Insurance Premium** ☐ **Mortgage Insurance Premium** and ☐ _____.~~
~~Buyer agrees to pay a loan transfer fee not to exceed $_____. At the time of assumption, the new interest rate will not exceed _____% per annum and the new payment will not exceed $_____ per _____ principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than $_____, or if any other terms or provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date**.~~
~~Seller ☐ **Will** ☐ **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release from liability will be evidenced by delivery ☐ on or before **Loan Transfer Approval Deadline** ☐ at **Closing** of an appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount not to exceed $_____.~~

~~**4.7. Seller or Private Financing.**~~

~~**WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing, including whether or not a party is exempt from the law.~~

~~**4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ **Buyer** ☐ **Seller** will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or Private Financing Deadline**.~~

~~**4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost, and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**, if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.~~

~~**4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1, on or before **Seller or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.~~

TRANSACTION PROVISIONS

~~**5. FINANCING CONDITIONS AND OBLIGATIONS.**~~

~~**5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.~~

5.2. New Loan Terms; New Loan Availability.

5.2.1. New Loan Terms. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not satisfactory to Buyer, in Buyer's sole subjective discretion.

5.2.2. New Loan Availability. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE,** except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

5.3. Credit Information. If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

5.4. Existing Loan Review. If an existing loan is not to be released at Closing, Seller must deliver copies of the loan documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

6. APPRAISAL PROVISIONS.

6.1. Appraisal Definition. An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

6.2. Appraised Value. The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

6.2.1. Conventional/Other. Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

6.2.1.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

6.2.1.2. Appraisal Objection. Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

6.2.1.3. Appraisal Resolution. If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

6.2.2. FHA. It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise unless the purchaser (Buyer) has been given, in accordance with HUD/FHA or VA requirements, a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender, setting forth the appraised value of the Property of not less than $_____. The purchaser (Buyer) shall have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will

~~insure. HUD does not warrant the value nor the condition of the Property. The purchaser (Buyer) should satisfy himself/herself/themselves that the price and condition of the Property are acceptable.~~

~~**6.2.3. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.~~

~~**6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the satisfaction of the Lender Property Requirements is waived in writing by Buyer.~~

~~**6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☐ **Buyer** ☐ **Seller**. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.~~

7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within one or more Common Interest Communities and subject to one or more declarations (Association).

7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.

7.2. Association Documents to Buyer. Seller is obligated to provide to Buyer the Association Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

7.3. Association Documents. Association documents (Association Documents) consist of the following:

7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5, C.R.S.;

7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings; such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including, but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed (Association Insurance Documents);

7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as disclosed in the Association's last Annual Disclosure;

7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the Association's community association manager or Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of

all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and 7.3.5., collectively, Financial Documents);

7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2. (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common elements or limited common elements of the Association property.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.

If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other**_____.

Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline**, copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.

(Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off-Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New ILC, New Survey**)**. Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2. (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

8.4. Special Taxing and Metropolitan Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any, is: N/A.

8.5. Tax Certificate. A tax certificate paid for by ☒ **Seller** ☐ **Buyer**, for the Property listing any special taxing or metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

8.6. Third Party Right to Purchase/Approve. If any third party has a right to purchase the Property (e.g., right of first refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

8.7. Right to Object to Title, Resolution. Buyer has a right to object or terminate, in Buyer's sole subjective discretion, based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the applicable deadline, Buyer has the following options:

8.7.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.7.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 24.1., on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

8.8. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various laws and governmental regulations concerning land use, development and environmental matters.

8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

8.9. Mineral Rights Review. Buyer ☐ **Does** ☒ **Does Not** have a Right to Terminate if examination of the Mineral Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline**.

~~**9. NEW ILC, NEW SURVEY.**~~

~~**9.1. New ILC or New Survey.** If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC)**; or, (2) ☐ **New Survey** in the form of _____; is required and the following will apply:~~

~~**9.1.1. Ordering of New ILC or New Survey.** ☐ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.~~

~~**9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before Closing, by: ☐ **Seller** ☐ **Buyer** or:~~

~~**9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and _____ will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.~~

~~**9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.~~

~~**9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.~~

~~**9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey. If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:~~

~~**9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or~~

~~**9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.~~

~~**9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).~~

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "**As Is**" condition, "**Where Is**" and "**With All Faults**."

10.3. Inspection. Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

10.3.1. Inspection Termination. On or before the **Inspection Termination Deadline**, notify Seller in writing, pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller pursuant to § 10.3.2.; or

10.3.2. Inspection Objection. On or before the **Inspection Objection Deadline**, deliver to Seller a written description of any unsatisfactory condition that Buyer requires Seller to correct.

10.3.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by executing an Earnest Money Release.

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance (Property Insurance) on the Property, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. Seller agrees to deliver copies of the following documents and information pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**:

10.6.1.1. Occupancy Agreements. All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases):

10.6.1.2. Leased Items Documents. If any lease of personal property (§ 2.5.7., Leased Items) will be transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☒ **Will Not** assume the Seller's obligations under such leases for the Leased Items (§ 2.5.7., Leased Items).

10.6.1.3. Encumbered Inclusions Documents. If any Inclusions owned by Seller are encumbered pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer ☐ **Will** ☒ **Will Not** assume the debt on the Encumbered Inclusions (§ 2.5.4., Encumbered Inclusions).

10.6.1.4. Other Documents. Other documents and information:

N/A

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

~~**10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as _____. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.~~

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ **Does** ☒ **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☒ There is **No Well**. Buyer ☐ **Does** ☐ **Does Not** acknowledge receipt of a copy of the current well permit.

Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

10.9. Existing Leases; Modification of Existing Leases; New Leases. [Intentionally Deleted]

10.10. Lead-Based Paint.

10.10.1. Lead-Based Paint Disclosure. Unless exempt, if the Property includes one or more residential dwellings constructed or a building permit was issued prior to January 1, 1978, for the benefit of Buyer, Seller and all required real estate licensees must sign and deliver to Buyer a completed Lead-Based Paint Disclosure (Sales) form on or before the **Lead-Based Paint Disclosure Deadline**. If Buyer does not timely receive the Lead-Based Paint Disclosure, Buyer may waive the failure to timely receive the Lead-Based Paint Disclosure, or Buyer may exercise Buyer's Right to Terminate under § 24.1. by Seller's receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline.**

10.10.2. Lead-Based Paint Assessment. If Buyer elects to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint or Lead-Based Paint hazards, Buyer has a Right to Terminate under § 24.1. by Seller's receipt of Buyer's Notice to Terminate on or before the expiration of the **Lead-Based Paint Termination Deadline.** Buyer may elect to waive Buyer's right to conduct or obtain a risk assessment or inspection of the Property for the presence of Lead-Based Paint or Lead-Based Paint hazards. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the condition of the Property relative to any Lead-Based Paint as satisfactory and Buyer waives any Right to Terminate under this provision.

10.11. Carbon Monoxide Alarms. Note: If the improvements on the Property have a fuel-fired heater or appliance, a fireplace, or an attached garage and include one or more rooms lawfully used for sleeping purposes (Bedroom), the parties acknowledge that Colorado law requires that Seller assure the Property has an operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location as required by the applicable building code.

10.12. Methamphetamine Disclosure. If Seller knows that methamphetamine was ever manufactured, processed, cooked, disposed of, used or stored at the Property, Seller is required to disclose such fact. No disclosure is required if the Property was remediated in accordance with state standards and other requirements are fulfilled pursuant to § 25-18.5-102, C.R.S., Buyer further acknowledges that Buyer has the right to engage a certified hygienist or industrial hygienist to test whether the Property has ever been used as a methamphetamine laboratory. Buyer has the Right to Terminate under § 24.1., upon Seller's receipt of Buyer's written Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test results that indicate the Property has been contaminated with methamphetamine, but has not been remediated to meet the standards established by rules of the State

Board of Health promulgated pursuant to § 25-18.5-102, C.R.S. Buyer must promptly give written notice to Seller of the results of the test.

10.13. Radon Disclosure. THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT STRONGLY RECOMMENDS THAT ALL HOME BUYERS HAVE AN INDOOR RADON TEST PERFORMED BEFORE PURCHASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE RADON LEVELS MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON CONCENTRATIONS CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL.

RESIDENTAL REAL PROPERTY MAY PRESENT EXPOSURE TO DANGEROUS LEVELS OF INDOOR RADON GAS THAT MAY PLACE THE OCCUPANTS AT RISK OF DEVELOPING RADON-INDUCED LUNG CANCER. RADON, A CLASS A HUMAN CARCINOGEN, IS THE LEADING CAUSE OF LUNG CANCER IN NONSMOKERS AND THE SECOND LEADING CAUSE OF LUNG CANCER OVERALL. THE SELLER OF RESIDENTAL REAL PROPERTY IS REQUIRED TO PROVIDE THE BUYER WITH ANY KNOWN INFORMATION ON RADON TEST RESULTS OF THE RESIDENTIAL REAL PROPERTY.

AN ELECTRONIC COPY OF THE MOST RECENT BROCHURE PUBLISHED BY THE DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT IN ACCORDANCE WITH C.R.S. §25-11-114(2)(A) THAT PROVIDES ADVICE ABOUT "RADON AND REAL ESTATE TRANSACTIONS IN COLORADO" IS AVAILABLE AT: HTTPS://CDPHE.COLORADO.GOV/RADON-AND-REAL-ESTATE.

11. TENANT ESTOPPEL STATEMENTS. [Intentionally Deleted]

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ **Are** ☒ **Are Not** executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to Buyer. The hour and place of Closing will be as designated by mutual agreement of the parties.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.7. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☒ special warranty deed ☐ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND WITHHOLDING.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein. However, if Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for any of the fees contained in this Section, the fees will be paid for by Seller.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☒ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.

15.3. Association Fees and Required Disbursements. At least fourteen days prior to **Closing Date**, Seller agrees to promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees associated with or specified in the Status Letter will be paid as follows:

15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by ☐ **Buyer** ☐ **Seller** ☒ **One-Half by Buyer and One-Half by Seller** ☐ **N/A**.

15.3.2. Record Change Fee. Any Record Change Fee must be paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A**.

15.3.3. Assessments, Reserves or Working Capital. All assessments required to be paid in advance (other than Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A**.

15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A**.

15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A**.

15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A**.

15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☒ **N/A**.

15.7. Water Transfer Fees. Water Transfer Fees can change**.** The fees, as of the date of this Contract, do not exceed $_____ for:

☐ Water Stock/Certificates ☐ Water District
☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____

and must be paid at Closing by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.8. Utility Transfer Fees. Utility transfer fees can change**.** Any fees to transfer utilities from Seller to Buyer must be paid by ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **N/A.**

15.9. FIRPTA and Colorado Withholding.

15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

15.9.2. Colorado Withholding. The Colorado Department of Revenue may require a portion of the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or if an exemption exists.

16. PRORATIONS AND ASSOCIATION ASSESSMENTS.

16.1. Prorations. The following will be prorated to the **Closing Date**, except as otherwise provided:

16.1.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ☒ **Most Recent Mill Levy and Most Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled veteran exemption or ☐ **Other** _____.

16.1.2. Rents. Rents based on ☐ **Rents Actually Received** ☒ **Accrued**. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address.

16.1.3. Other Prorations. Water and sewer charges, propane, interest on continuing loan and _____.

16.1.4. Final Settlement. Unless otherwise specified in Additional Provisions, these prorations are final.

16.2. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ **Buyer** ☒ **Seller**. Except however, any

special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current regular assessments and N/A. Association Assessments are subject to change as provided in the Governing Documents.

17. POSSESSION. Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**, subject to the Leases as set forth in § 10.6.1.1. and, if applicable, any Post-Closing Occupancy Agreement.

If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of $1,000 per day (or any part of a day notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

Buyer represents that Buyer will occupy the Property as Buyer's principal residence unless the following box is checked, then Buyer ☒ **Does Not** represent that Buyer will occupy the Property as Buyer's principal residence.

☐ If the box is checked, Buyer and Seller agree to execute a Post-Closing Occupancy Agreement.

GENERAL PROVISIONS

18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK-THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

18.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

18.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

18.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

18.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

18.5. Home Warranty. Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of such Inclusions.

19. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be

engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must be complied with.

20. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

20.1. If Buyer is in Default:

☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the Parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

20.1.2. Liquidated Damages, Applicable. This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

20.2. If Seller is in Default:

20.2.1. Specific Performance, Damages or Both. Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

20.2.2. Seller's Failure to Perform. In the event Seller fails to perform Seller's obligations under this Contract, to include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this Contract are reserved and survive Closing.

21. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

22. MEDIATION. If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

23. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpled the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

24. TERMINATION.

24.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or

before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

24.2. Effect of Termination. In the event this Contract is terminated, and all Earnest Money received hereunder is timely returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

26. NOTICE, DELIVERY AND CHOICE OF LAW.

26.1. Physical Delivery and Notice. Any document or notice to Buyer or Seller must be in writing, except as provided in § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

26.2. Electronic Notice. As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or N/A.

26.3. Electronic Delivery. Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

26.4. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

27. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

28. GOOD FAITH. Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations**; **Title Insurance, Record Title and Off-Record Title**; **New ILC, New Survey**; and **Property Disclosure**, **Inspection**, **Indemnity**, **Insurability Due Diligence and Source of Water**.

ADDITIONAL PROVISIONS AND ATTACHMENTS

29. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

29.1. Town Council Approval: This Contract requires and is contingent upon the approval and ratification of the Contract by Town Council of the Town of Snowmass Village in accordance with the Town Charter. Closing is contingent Town Council approval of a supplemental appropriation for the purchase.

29.2. Seller Authority. Seller has taken all necessary action to authorize the execution, delivery and performance of this Contract and has the power and authority to execute, deliver and perform this contract and consummate the transaction contemplated hereby. The person signing this contract on behalf of Seller is authorized to do so. Assuming this Contract has been duly authorized, executed and delivered by the other party to this Contract, this Contract and all obligations of Seller hereunder are the legal, valid and binding obligations of Seller, enforceable in accordance with the terms of this Contract.

29.3. No Brokers: Each party represents to the other that they have incurred no obligation to a realtor or real estate broker for services rendered in connection with this Contract or the Property and that no brokers or other intermediaries are entitled to receive brokerage commission or fees or other compensation out of or with respect to the sale of the Property.

29.4. Notices to Buyer under this Contract should be sent to bcrum@tosv.com

29.5. Taxes. Buyer is a tax-exempt governmental entity, and thus is exempt from the payment of taxes, including but not limited to sales, excise, real estate transfer, and property taxes, and with respect to any applicable as a result of Sections 15.4, 15.5, and 16.1.1 of the Contract.

30. OTHER DOCUMENTS.

30.1. Documents Part of Contract. The following documents **are a part** of this Contract:

30.1.1. Post-Closing Occupancy Agreement. If the Post-Closing Occupancy Agreement box is checked in § 17 the Post-Closing Occupancy Agreement is a part of this Contract.

N/A

30.2. Documents Not Part of Contract. The following documents have been provided but are **not** a part of this Contract:

N/A

SIGNATURES

Buyer's Name:	Town of Snowmass Village, Colorado	Buyer's Name:	
Clint Kinney, Town Manager	Date	Buyer's Signature	Date
Address:	130 Kearns Road Snowmass Village, CO 81615	Address:	
Phone No.:	970-923-3777	Phone No.:	
Fax No.:		Fax No.:	
Email Address:	kinney@tosv.com	Email Address:	

[NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller's Name:	Terry W. Johnson	Seller's Name:	Melinda E. Robinson
Seller's Signature	Date	Seller's Signature	Date
Address:	PO Box 7014 Snowmass Village, CO 81615	Address:	PO Box 7014 Snowmass Village, CO 81615
Phone No.:		Phone No.:	
Fax No.:		Fax No.:	
Email Address:		Email Address:	

END OF CONTRACT TO BUY AND SELL REAL ESTATE

~~BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.~~

~~**A. Broker Working With Buyer**~~

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ **Buyer's Agent** ☐ **Transaction Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by ☐ **Listing Brokerage Firm** ☐ **Buyer** ☐ **Other** _____.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

_____
Broker's Signature Date

Address: _____
_____
_____

Phone No.: _____
Fax No.: _____
Email Address: _____

B. Broker Working with Seller

Broker ☐ **Does** ☐ **Does Not** acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a ☐ **Seller's Agent** ☐ **Transaction Broker** in this transaction.

☐ **Customer.** Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by ☐ **Seller** ☐ **Buyer** ☐ **Other** _____.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

_____
Broker's Signature Date

~~Address:~~

~~Phone No.:~~
~~Fax No.:~~
~~Email Address:~~

910

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

January 6, 2025

AGENDA ITEM:

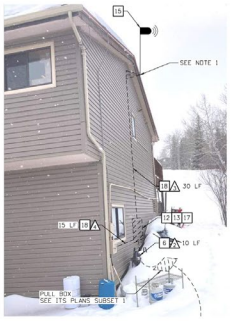
Resolution No. 6, Series of 2025 – A Resolution Approving a License Agreement for the Town's Installation and Maintenance of Fiber Optic Infrastructure on the Timberline Condominiums Association Maintenance Building

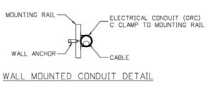
PRESENTED BY:

Jeff Conklin, Town Attorney
Mike Horvath, Town Engineer

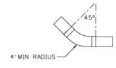
BACKGROUND:

Timberline Condominiums Association, Inc. ("Timberline") leases property from the Town of Snowmass Village upon which Timberline has constructed improvements that it owns, including the Timberline Maintenance Building (the "Property"). The Town recently installed materials on the Property as part of the Town's fiber optic infrastructure project (the "Project"). Accordingly, TOSV wishes to obtain a revocable license to locate, occupy, and use the Property for purposes of the Project, as set forth in the Revocable License Agreement attached to the Resolution as Exhibit A (the "License Agreement"). The fiber infrastructure is depicted below.





WALL MOUNTED CONDUIT DETAIL



TYPICAL CONDUIT SWEEP DETAIL

ITEM DESCRIPTION	UNIT	QUANTITY
3/4 INCH CONDUIT (GRC)	LF	45
2 INCH CONDUIT (GRC)	LF	10
COMMUNICATIONS CABINET	EACH	1
SFP OPTIC MODULE (10G)	EACH	2
OPTICAL ATTENUATOR	EACH	2
FIBER OPTIC CABLE (SINGLE MODE) (96 STRAND)	LF	25
FIBER OPTIC TERMINATION PANEL (96 FIBER)	EACH	1
ETHERNET SWITCH (12-PORT)	EACH	1
CAT6 ETHERNET CABLE	LF	30
RADIO	EACH	1
ELECTRICAL SYSTEM MODIFICATIONS	EACH	1

CONSTRUCTION NOTES
6 2 INCH CONDUIT (GRC)
12 FIBER OPTIC TERMINATION PANEL (96 FIBER)
13 ETHERNET SWITCH (12-PORT)
15 RADIO
17 COMMUNICATIONS CABINET
18 3/4 INCH CONDUIT (GRC)

WIRING NOTES
△ FIBER OPTIC CABLE (SINGLE MODE) (96 STRAND)
△ CAT6 ETHERNET CABLE
△ ELECTRICAL WIRING

NOTES
1. RADIO MOUNTING SHALL BE INSTALLED ON THE SIDE OF THE BUILDING WITH EXTENTION HIGH ENOUGH TO ALLOW LINE OF SITE TO RADIO AT TOP OF VILLAGE BOILER ROOM.

FINANCIAL IMPACT:

N/A

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

N/A

COUNCIL OPTIONS:

Approve the Resolution approving the License Agreement.

OR

Deny the Resolution approving the License Agreement.

STAFF RECOMMENDATION:

Town Staff recommends that Town Council make a motion to approve the Resolution Approving a License Agreement for the Town's Installation and Maintenance of Fiber Optic Infrastructure on the Timberline Condominiums Association Maintenance Building

ATTACHMENTS:

Resolution No. 6, Series of 2025
Exhibit A – License Agreement

TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL

RESOLUTION NO. 6
SERIES OF 2025

A RESOLUTION APPROVING A LICENSE AGREEMENT FOR THE TOWN'S INSTALLATION AND MAINTENANCE OF FIBER OPTIC INFRASTRUCTURE ON THE TIMBERLINE CONDOMINIUMS ASSOCIATION MAINTENANCE BUILDING

RECITALS

A. The Town of Snowmass Village, Colorado ("TOSV" or the "Town") is a home-rule municipality organized under Article XX of the Colorado Constitution and with the authority of the Town of Snowmass Village Home Rule Charter (the "Charter").

B. Timberline Condominiums Association, Inc. ("Timberline") leases property from the Town of Snowmass Village upon which Timberline has constructed improvements that it owns, including the Timberline Maintenance Building (the "Property").

C. The Town recently installed materials on the Property as part of the Town's fiber optic infrastructure project (the "Project").

D. Accordingly, TOSV wishes to obtain a revocable license to locate, occupy, and use the Property for purposes of the Project, as set forth in the Revocable License Agreement attached hereto as **Exhibit A** (the "License Agreement").

E. The Town Council finds and determines that it is in the best interests of the Town to approve this Resolution and obtain a license for use of the Property as set forth in the License Agreement. The Town Council finds and determines that this Resolution is reasonable and necessary to promote the legitimate public purposes of public health, safety, and welfare.

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

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

2. License Agreement – Timberline Condominiums Association Property. The Town Council hereby approves the License Agreement for a license to use the Property, attached hereto as **Exhibit A**, and authorizes and ratifies the Town Manager's execution thereof and any amendments thereto. The Town Council further authorizes the Town Manager, upon recommendation by the Town Attorney, to make any amendments to the License Agreement that are reasonably necessary

for the license associated with the Property or to terminate the License Agreement, without further approval of the Town Council.

3. Ratification of Actions. All actions heretofore taken, not inconsistent with the provisions of this Resolution, by the Town Council and the officers, agents, and employees of the Town relating to the subject matter of this Resolution, are hereby ratified, approved, and confirmed.

4. Severability. If any provision of this Resolution is found to be unconstitutional or unlawful, such finding shall only invalidate that part or portion found to violate the law. All other provisions shall be deemed severable and shall continue in full force and effect.

INTRODUCED, READ AND ADOPTED by the Town Council of the Town of Snowmass Village, Colorado on the 6th day of January, 2025, by a motion made by Council Member ____ seconded by Council Member ___ , and by a vote of ___ in favor and ___ opposed.

TOWN OF SNOWMASS VILLAGE

_____
Alyssa Shenk, Mayor

ATTEST:

_____
Megan Harris Boucher, Town Clerk

APPROVED AS TO FORM:

_____
Jeff Conklin, Town Attorney

EXHIBIT A
(License Agreement)

REVOCABLE LICENSE AGREEMENT

This REVOCABLE LICENSE AGREEMENT (the "Agreement") is made effective as of the date of the last signature hereto (the "Effective Date"), by and between TIMBERLINE CONDOMINIUMS ASSOCIATION, INC., a Colorado nonprofit corporation ("Licensor") and the TOWN OF SNOWMASS VILLAGE, COLORADO, a Colorado home rule municipality (the "Town" or "Licensee"). The Town and Licensor shall be collectively referred to herein as "Parties."

RECITALS

The Town owns certain property in the Town of Snowmass Village that Licensor leases from the Town pursuant to the Ground Lease dated March 4, 1987 and First Amendment to Lease dated March 12, 2001 (the "Leased Premises"). Pursuant to the Ground Lease, Licensor has constructed improvements on the Leased Premises that it owns (the "Licensor Property").

A. At a public meeting of Licensor's board of directors, Licensor approved the Town's installation of fiber optic infrastructure on the exterior wall of the Timberline Maintenance Building at the Licensor Property as part of the Town's development of a fiber internet network in the Town of Snowmass Village.

B. The Town recently installed materials as part of the fiber optic infrastructure project on the Licensor Property.

C. To memorialize Licensor's approval of the installation, the Town wishes to obtain a revocable license from Licensor to utilize a portion of the Licensor Property in the areas depicted and described on **Exhibit A** (the "License Area") for installation of the fiber optic infrastructure as depicted in **Exhibit A** (the "Permitted Improvements/Uses").

D. Licensor is willing to grant Licensee a revocable license to locate, occupy, and use the Licensor Property in the License Area for such Permitted Improvements/Uses, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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

2. Grant of Revocable License/Conditions of Use. Licensor hereby grants and conveys to the Town a revocable license to locate, occupy, and use the Licensor Property in the License Area for the Permitted Improvements/Uses (the "License"), subject to the following conditions:

    a. Consideration. Licensor is granting this License as an accommodation and without monetary consideration.

b. Utility Reimbursement. The Town shall pay Licensor $40.00 (the "Rate") for each six-month period, starting from the Effective Date, to reimburse Licensor for the cost of electric utilities required to operate the Permitted Improvements/Uses. The Town may adjust the Rate based on usage as shown in Licensor's electric utility bills.

c. "As Is" Condition. The Town accepts the License Area in its "as is" condition, without warranty from Licensor.

d. Improvements/Uses. This License is expressly limited to the Permitted Improvements/Uses and such improvements and uses shall not be enlarged, expanded, or increased without express permission of Licensor.

e. General Use and Care of License Area. The Town shall take such actions as are necessary to maintain the Permitted Improvements/Uses and the License Area in good and safe condition at all times during the Term.

f. Liens. The Town shall keep the License Area free from any liens. The Town shall be solely responsible for and shall promptly pay for all services, labor, or materials furnished to the License Area at the instance of the Town.

g. Revocable. If, through any cause, the Town fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not provide notice of intent to cure and undertake correction of such nonperformance or violation within thirty (30) days of receipt of written notice of violation (and diligently complete such cure thereafter), Licensor shall have the right to terminate the Agreement and/or revoke the License granted in this Agreement for cause immediately upon written notice of termination/revocation. For clarity, if the Town cures any alleged violation, the Agreement cannot be terminated or the License revoked based on such alleged violation In the event the nonperformance or violation is one that cannot be corrected or the Town otherwise disputes, the Town shall provide notice therefor to Licensor within such thirty (30) day period and the Parties shall promptly schedule a meeting to review such violation and determine if any alternate resolution is possible. If the Parties fail to agree on resolution of the notice upon meeting, Licensor may proceed to terminate the Agreement and/or revoke the License granted in this Agreement upon written notice of termination/revocation. Upon such termination, Licensor shall have no further obligations with respect to the License granted under this Agreement.

3. Term; Termination; Restoration of License Area. The term of the License granted hereunder shall be perpetual unless and until Licensor undertakes a remodel of the Improvements that is incompatible with the Town's use of the License Area. In such case, Licensor shall provide at least ninety (90) days' notice of such event and shall work in good faith with the Town to provide an alternate location for the Permitted Uses/Improvements, which shall be memorialized through an amendment to this License. The License shall

terminate upon the earlier of: (a) revocation of the License pursuant to the terms of this Agreement; or (b) end of term upon notice of remodel pursuant to this paragraph if an alternate License Area is not available (the "Termination Date"). Upon termination, the Town shall remove all improvements in the License Area not later than the Termination Date and shall restore the License Area in as good a condition as when the Town took possession, excepting only ordinary wear and tear.

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

5. No Third-Party Beneficiaries. The Parties expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. The Parties expressly intend that any person other than the Parties who receives services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

6. Notice. Any notice or communication required hereunder between the Town and the Licensor must be in writing, and may be given either personally or by registered or certified mail, return receipt requested or by email at the email address provided below. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving seven days' written notice to the other Party, designate any other address in such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to Town, to:
Town Manager
Town of Snowmass Village
130 Kearns Road
P.O. Box 5010
Snowmass Village, CO 81615
ckinney@tosv.com

With copy to:
Jeff Conklin
Karp Neu Hanlon, P.C.
201 14th Street, Suite 200
P.O. Drawer 2030
Glenwood Springs, CO 81602
jjc@mountainlawfirm.com

If to Licensor, to:

Timberline Condominiums Association, Inc.
690 Carriage Way
P.O. Box I-2
Snowmass Village, CO 81615

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

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

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

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

11. No Waiver. The failure of either party to insist upon the strict performance of any provisions of this Agreement or to exercise any right or option available to it, or to serve any notice or to institute any action, shall not be a waiver or a relinquishment for the future of any such provision.

12. Representative. Each party represents and warrants to the other party that:

    a. All actions or other conditions precedent necessary to bind such party to the terms of this Agreement have been taken and/or have been satisfied such that such party is bound to the performance of its obligations set forth in this Agreement; and

    b. The person or persons executing this Agreement on behalf of such party have the full right, power, and authority to bind that party to the obligations set forth in this Agreement.

13. Entire Agreement; Amendments. This Agreement is the entire agreement of the Parties and supersedes any prior agreements or understandings (written or oral) with respect to the matters set forth herein. This Agreement may not be amended, nor may any rights hereunder be waived, except by an instrument in writing executed by the parties against whom such waiver or modification is sought to be enforced. Course of dealing, no matter how long, is not intended to be, and shall not be construed as, an amendment to this Agreement.

14. Counterparts. This Agreement may be executed in one or more counterparts and on separate counterparts; such counterparts will be compiled into one fully-executed Agreement. A signature delivered by e-mail, facsimile or other electronic transmission will be deemed to constitute an original and fully-effective signature.

15. Fees and Expenses. Each party hereto shall pay its own costs and attorney fees incurred in the preparation of this Agreement and exhibits hereto.

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

WHEREFORE, the Parties have signed this Agreement to be effective as of the Effective Date.

~ Signature Pages Follow ~

LICENSOR:

_____
Name:_____
As: _____
Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2025 by _____.

Witness my hand and official seal.

_____
Notary Public

TOWN OF SNOWMASS VILLAGE, COLORADO

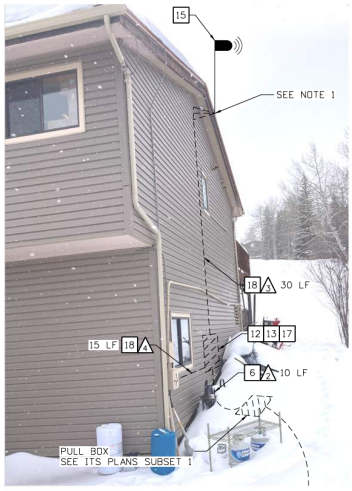
By: _____
Town Manager Date

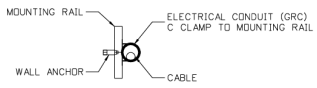
ATTEST:

_____
Town Clerk

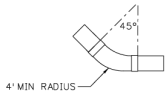
EXHIBIT A
(License Areas and Permitted Improvements/Uses)

Northwest Side of Building





WALL MOUNTED CONDUIT DETAIL



TYPICAL CONDUIT SWEEP DETAIL

ITEM DESCRIPTION	UNIT	QUANTITY
3/4 INCH CONDUIT (GRC)	LF	45
2 INCH CONDUIT (GRC)	LF	10
COMMUNICATIONS CABINET	EACH	1
SFP OPTIC MODULE (10G)	EACH	2
OPTICAL ATTENUATOR	EACH	2
FIBER OPTIC CABLE (SINGLE MODE) (96 STRAND)	LF	25
FIBER OPTIC TERMINATION PANEL (96 FIBER)	EACH	1
ETHERNET SWITCH (12-PORT)	EACH	1
CAT6 ETHERNET CABLE	LF	30
RADIO	EACH	1
ELECTRICAL SYSTEM MODIFICATIONS	EACH	1

CONSTRUCTION NOTES

6 2 INCH CONDUIT (GRC)
12 FIBER OPTIC TERMINATION PANEL (96 FIBER)
13 ETHERNET SWITCH (12-PORT)
15 RADIO
17 COMMUNICATIONS CABINET
18 3/4 INCH CONDUIT (GRC)

WIRING NOTES

A2 FIBER OPTIC CABLE (SINGLE MODE) (96 STRAND)
A1 CAT6 ETHERNET CABLE
A ELECTRICAL WIRING

NOTES

1. RADIO MOUNTING SHALL BE INSTALLED ON THE SIDE OF THE BUILDING WITH EXTENTION HIGH ENOUGH TO ALLOW LINE OF SITE TO RADIO AT TOP OF VILLAGE BOILER ROOM.

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

January 6, 2025

AGENDA ITEM:

Discussion Regarding the Mall Transit Station Design

PRESENTED BY:

Clint Kinney, Town Manager
Sam Guarino, Transportation Director

BACKGROUND:

The 2022 Mall Transit Center Project was withdrawn for consideration in April of 2023. In June 2023, the Town Council directed staff to develop a proposal for a simple and cost-effective solution(s) at both the RFTA Depot and Daly Lane Village Shuttle Depot. These incremental alternative solutions were to have lower construction impact (construction timeline) and lower cost than the proposed 2022 Project. A project concept was developed that would improve the RFTA Depot by increasing bus capacity, flattening the area around the Depot, and adding public restrooms.

After reviewing the incremental solution for the RFTA Depot, on April 1st, 2024, Council directed staff to additionally develop a basic feasibility study on a two-level transit center design.

On June 17th, 2024, Council directed staff to create materials and a strategy to begin a public outreach campaign to gather feedback on possible next steps. These steps could include moving forward with the incremental design with an eye on a larger project in the future. Moving forward with a phased approach that would bring a short-term improvement as phase 1 and a larger two-level improvement in phase 2. Or begin designing a larger project, without a short-term solution in mind. Concepts for a public outreach campaign were brought to the council on July 15th, 2024.

At that time, the Council directed staff to examine feasibility of another (3rd) transit center design that involves construction of the incremental design to improve the RFTA depot, as well as using the existing lot 6 space to provide an improved transit depot for the Village Shuttle. The Lot 6 concept created another feasible design that could be introduced to the public for feedback. It shows that six exterior loading Village Shuttle bus bays along with two staging locations would be possible in the existing Lot 6 location. This Lot 6 concept remains the least developed concept.

Presentation materials were created and ready for review/approval by the Council so that public feedback could be received on the various options.

At the October 14, 2024 Council meeting, the Town Council decided not to move forward with a public outreach effort at that time. The Council decided to wait until after the November election to receive public input.

On December 9, 2024, the Town Council continued their discussion on the Mall Transit Center. Following the discussion, staff took the direction to have the design firm SEH continue forward with the two-level design, find a way to work with a local architect to improve the appearance, add the parking deck over lot 5 (to accommodate lost parking in lot 6) and create an image of it, continue to evaluate the estimated construction schedule and begin the evaluation of maintaining existing grant funds (and finding other funding opportunities). SEH is expected to have this design work ready for review at the January 21 Council meeting.

Council also asked staff to work with RFTA to ensure that the realignment of their bus route, eliminating (down) Carriage Way and instead going down Brush Creek, would be a possibility. RFTA estimates that this reroute could add up to two minutes to the route, but that the extra time could be managed with adjustments to departure times. The other concern is with the safety of driving their buses down upper Brush Creek Rd. While Village Shuttle buses are able to drive this section of the road safely, RFTA requested more road testing in adverse conditions to confirm that this is a safe route for the larger RFTA buses.

The Council also asked for staff to work with the State and Federal granting agencies to determine if and how existing grants funds could be maintained and potentially used for the new 2 level option. Staff has had conversations with both the Federal and State granting agencies. Although no guarantees could be made, the Federal Transportation Administration (FTA) did say they thought their $13.5 million grant could likely be used for the two level project as long as the affected area of the project remained unchanged from the 2022 project, and if the Town could show a viable funding plan for the project by no later than the end of February, 2025. If a viable funding plan is created, then the Town could formally request a “scope change” for the use of the $13.5 million grant. This will allow the FTA a month to review the changes and then begin the contracting process with the state before the end of March.

The FTA and State will not require detailed civil, nor architectural drawings to be able to allocate the funding for this project. Knowing the scale, program, and area of impact would be enough for them to move forward with the funding. The feasibility level drawings that are currently being developed should be sufficient. Changes to architectural design and specific layouts could occur after the March deadline without jeopardizing the grant funds.

Following the December meeting, Councilor Fridstein prepared a draft architectural design competition brief as a way to get more specific ideas developed to be discussed and refined from several architectural firms. As part of the Council consideration of how to proceed, the Councill will need to provide direction as to when (or if) this “competition” should occur.

Understanding that in order to (have a high level of assurance to) utilize the $13.5 million of federal grant funds, a very firm decision to move this project forward, with a specific funding plan should be made by no later than March 3, 2025, some questions before the Council at this time are:

1) What design(s) should be shown to the public, and how much further public input should be gathered?
2) If the Council wants an assurance for the FTA grant availability, will this Council be able to substantially commit to a project by March 3, 2025?
3) If the FTA grant is lost, are there designs the Council would want to continue forward with?

FINANCIAL IMPACT:

Financial impacts for construction would vary greatly depending on final direction.

- Moving forward with the incremental improvements would require additional design. Construction costs are estimated at $2.8 million for RFTA depot improvements. This construction period is projected to be one summer season.
- Should the Council want to make Daly Lane improvements, those are estimated to be $1.2 million
- The 2024 two level project cost estimate is $40.5 million for the 27-month construction window and $44 million for a 40-month window. These estimates do not (yet) include the decked parking over lot 5.
- The Lot 6 Village Shuttle depot project does not have cost estimates or construction duration.

Should the Council decide on March 3 to move forward with the 2024 two level design, the following funds are likely available:

$ 1.5 million from RFTA ($500K is currently committed)
$13.5 million from FTA
$ 3.0 million TOSV General Fund
$ 6.0 million EOTC funding
$24.0 million total available

The State has informed staff, that if a viable funding plan is created and an appropriate commitment is made to the project from TOSV, they may be able to reinstate the previous $4.5 million grant they provided to the 2022 project. However, at this time the availability of these funds is still unguaranteed (and should likely be considered a 50/50 chance).

All in all, in the best-case scenario, $28.5 million of funds could be available for this project. Any future state grants would likely require 50% matching funds and Federal grants would required a 20% match. However, it would not be possible to secure any further grants (were they available) within the timeframe necessary to commit to moving forward with the project.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

The 2023 Council Goal Statement states:

Encourage transit ridership by providing a Mall Transit experience that balances improved levels of service, safety and functionality with high quality aesthetics that satisfies community needs and meets our rural Village character.

COUNCIL OPTIONS:

There are many options for the Council to consider, including

1. Direct staff to move forward as directed on Dec 6th and return on Jan 21st with materials to receive public feedback on the incremental and 2024 Two Level designs.
2. Direct staff to move forward with the proposed design competition.
3. Identify necessary information that should be presented for the February 18 Council meeting to help the Council make the determination of how best to proceed.

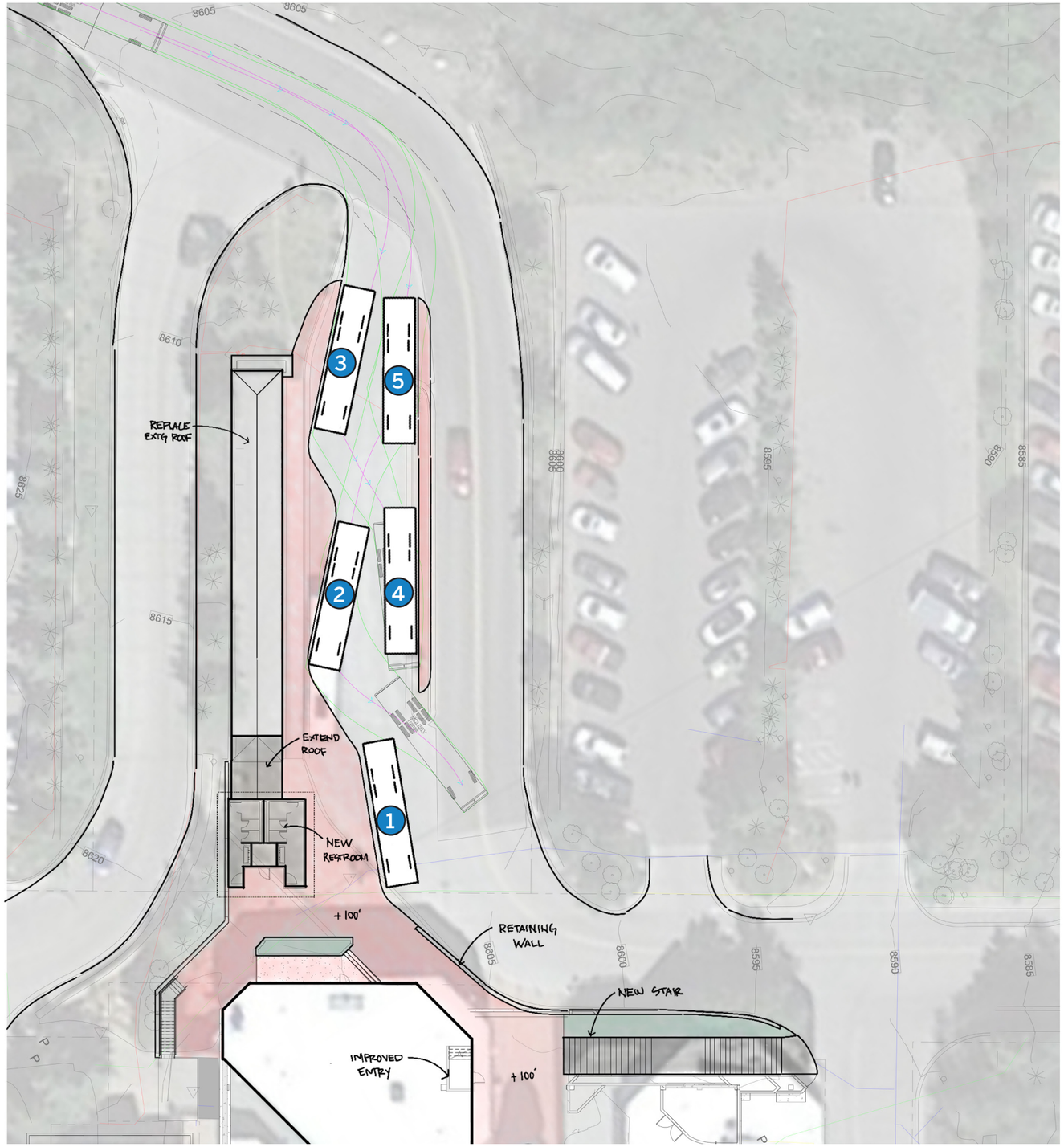
STAFF RECOMMENDATION:

In the interest of meeting the deadlines associated with the potential funding for this project, it is the recommendation of Town Staff, that the Council:

Direct staff to return on Jan 21st with materials to receive public feedback on the incremental and 2024 Two Level designs. Assuming the Council supports these materials, the Council and Staff should actively work to receive as much feedback as possible on these two alternatives, so that the Council can consider how it wants to procced with the project timing (discussion to begin at the February 18, 2025 meeting and conclude by the March 3, 2025 meeting).

ATTACHMENTS:

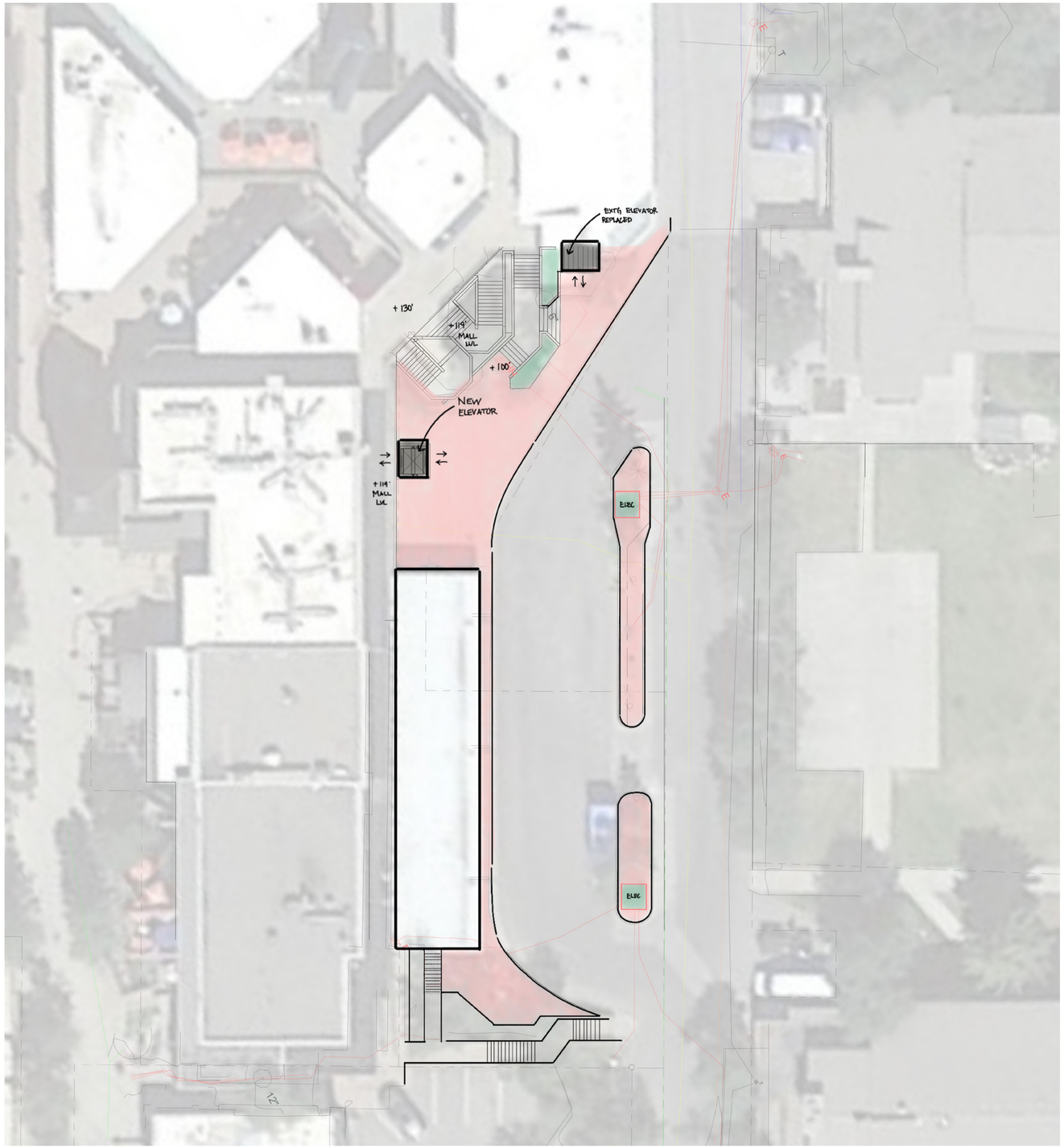
- 2024 Incremental Improvements
- 2024 Two Level Design
- Lot 6 Transit Station Improvements
- 5 Year CIP
- Cost Estimates for 2 level design (without lot 5 deck)



RFTA TRANSIT

CONCEPT PLAN

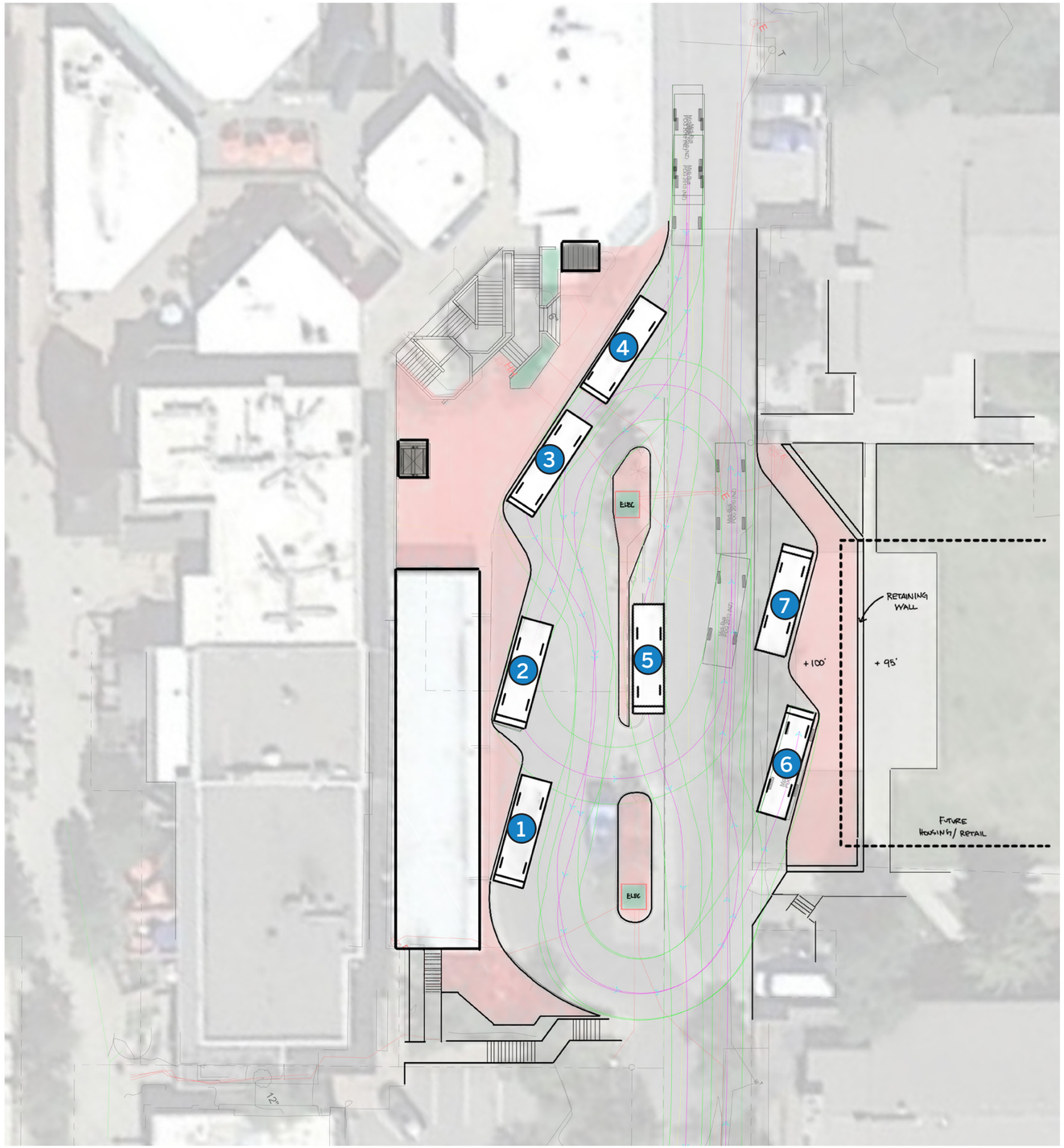
- (3) Independent 40 foot Bus Bays
- (2) Additional Staging Bays, if necessary.
- Bay 4 - If in use, Bay 3 will not be able to leave. Bay 4 can pull into Bay 1 after their departure. Bay 2 can still operate independently.
- Bay 5 - If in use, Bay 3 will not be able to leave. Bay 5 can pull into Bay 2 or Bay 1 after their departure.
- New Public Restroom
- Extension of existing canopy cover
- Saw-tooth bus bays to allow for additional queuing space
- New retaining wall to restrict access to/from Lower Carriage Way
- New Grand Stair access to Daly Lane
- Improved Entry to Incline due to more accessible access to Mall from Transit Station



TOSV TRANSIT

PHASE 1 PLAN

- Renovation of existing elevator with direct access from transit area
- New elevator with direct access from transit area for access to Mall



TOSV TRANSIT

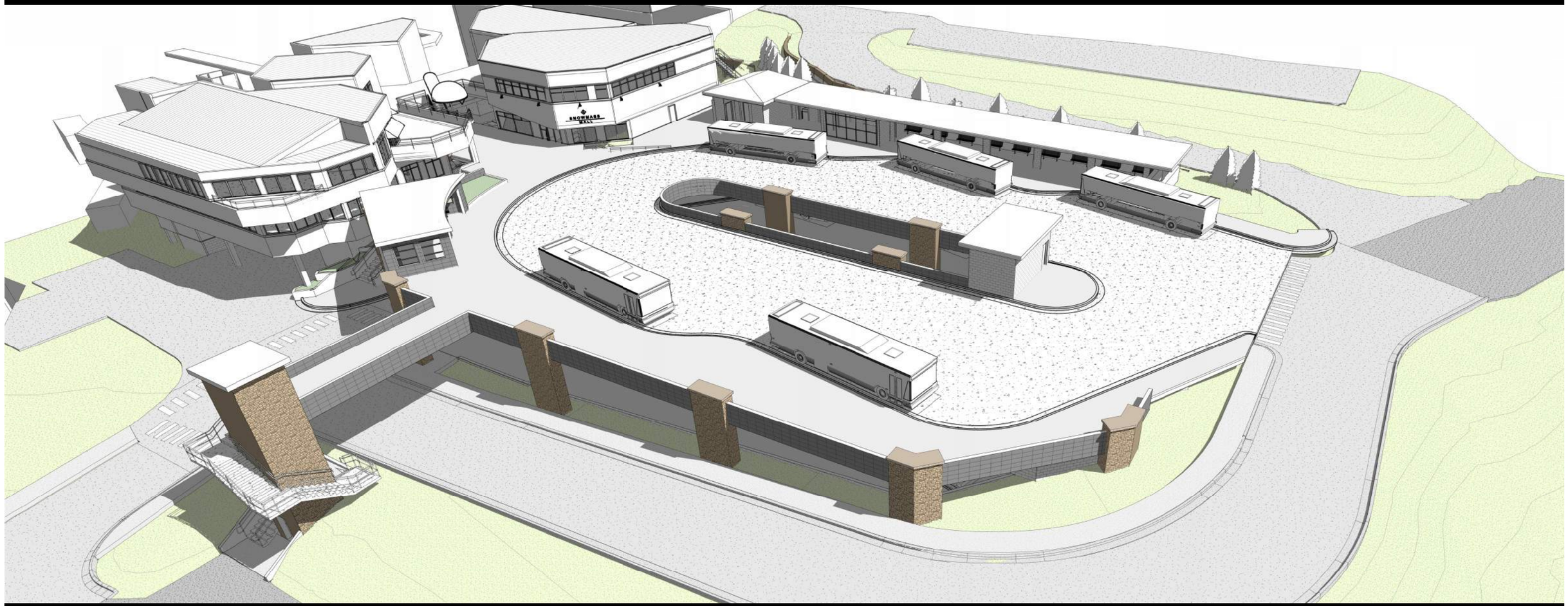
PHASE 2 PLAN

- (4) Independent 30 foot Bus Bays
- (2) Tandem 30 foot Unloading Bus Bays
- Added queuing space with saw-tooth bays
- Potential area for future multi-story commercial space and/or housing over new transit bays
- Bay 4 - If in use, Bay 3 can not be accessed. Bay 4 can pull into Bay 1, 2 & 3.
- (1) Additional Staging Bay or Delivery Vehicle drop-off along island - Bus can only access main transit bays by using turnaround and if Bays 3 & 4 are empty.
- Added queuing space with saw-tooth bays

TOWN OF SNOWMASS VILLAGE

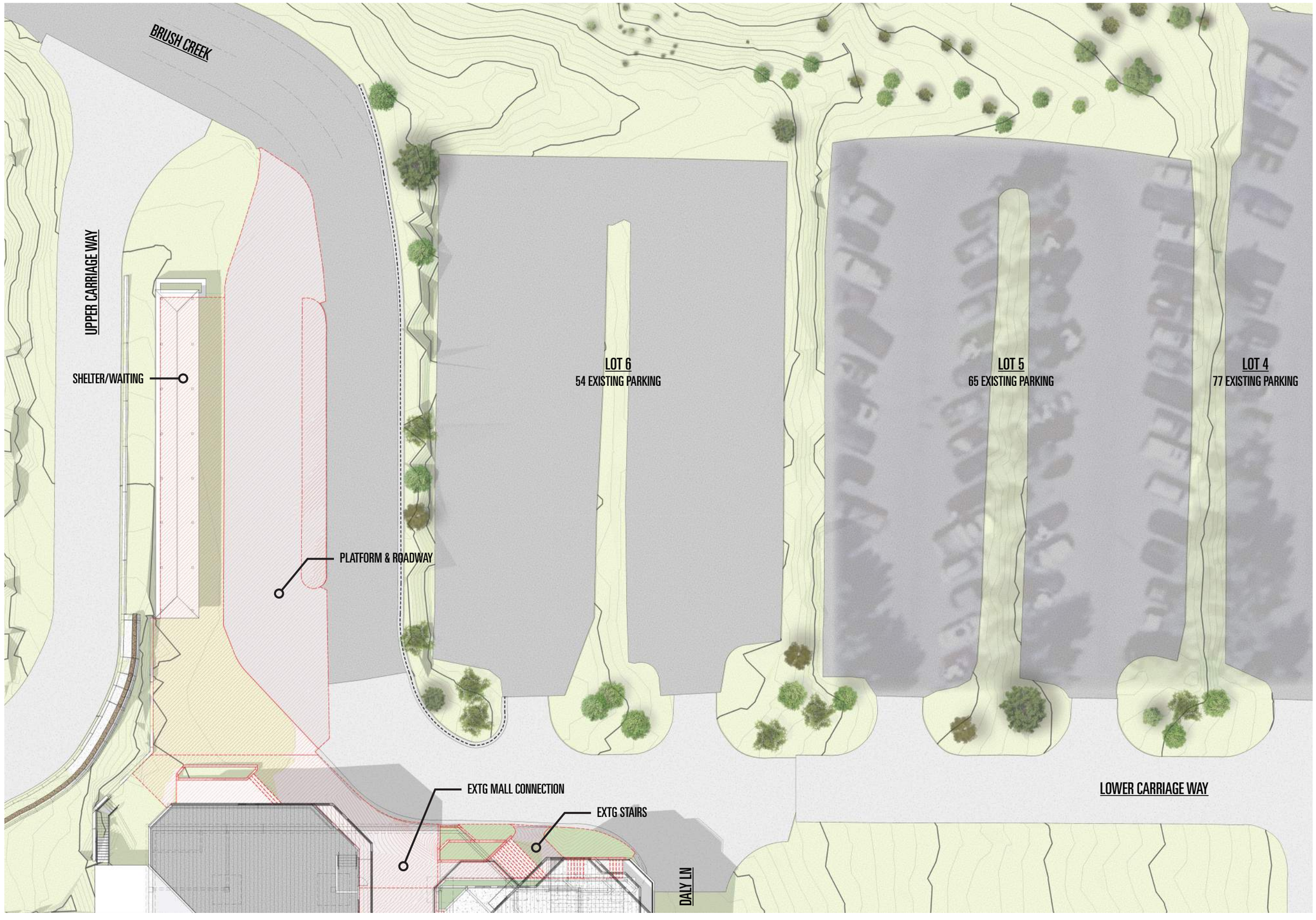
SNOWMASS MALL TRANSIT CENTER

PHASED APPROACH



JULY 10, 2024

SEH



PHASE 1

UPPER LEVEL

Demolition

BUS OPERATIONS

- EXTG SHELTER TO REMAIN
- EXTG STAIRS TO BE REMOVED
- EXTG PLATFORM & ROADWAY TO BE REMOVED
- EXTG MALL CONNECTION / INCLINE ENTRY REGRADED



PHASE 1

UPPER LEVEL

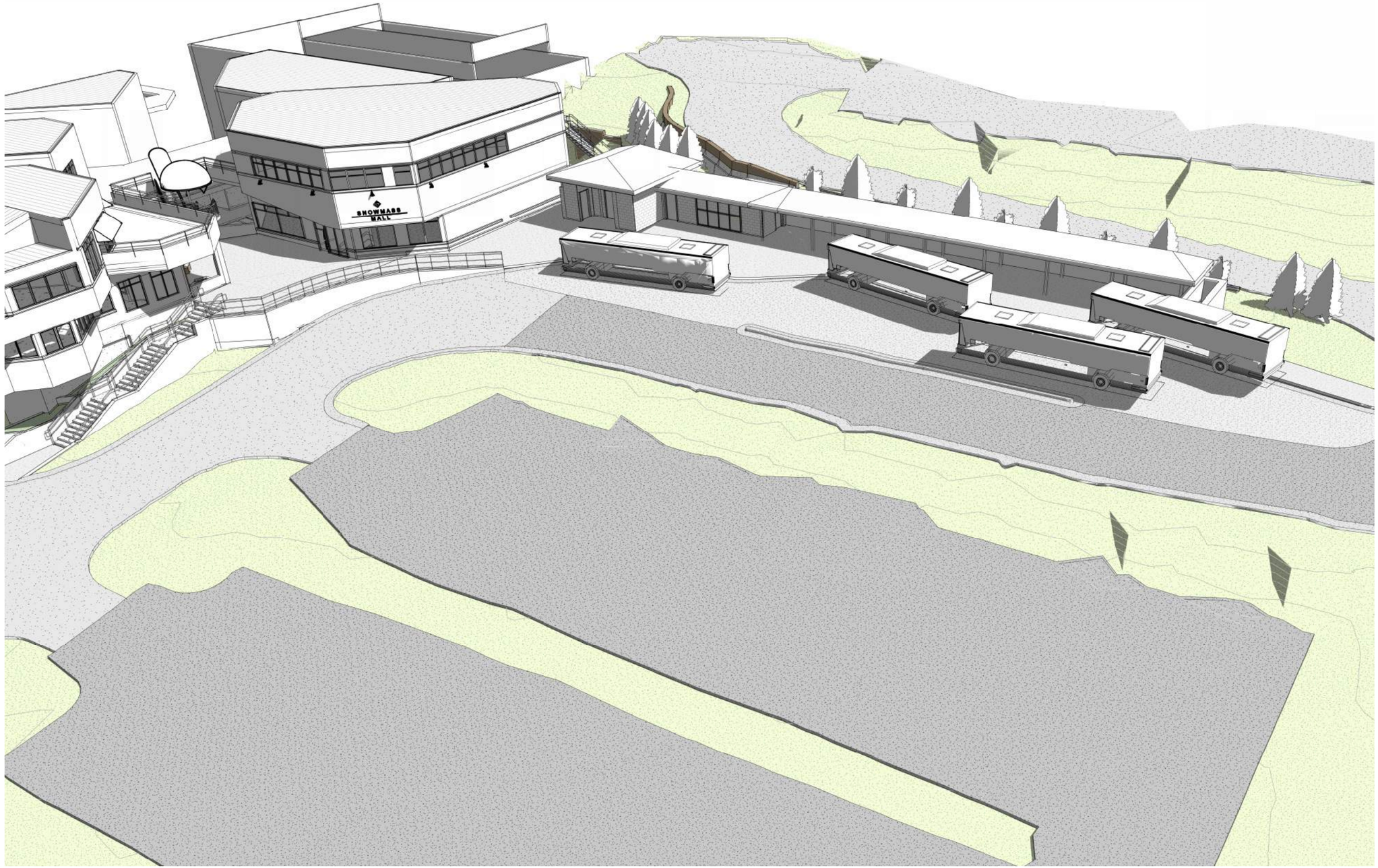
New Construction

BUS OPERATIONS

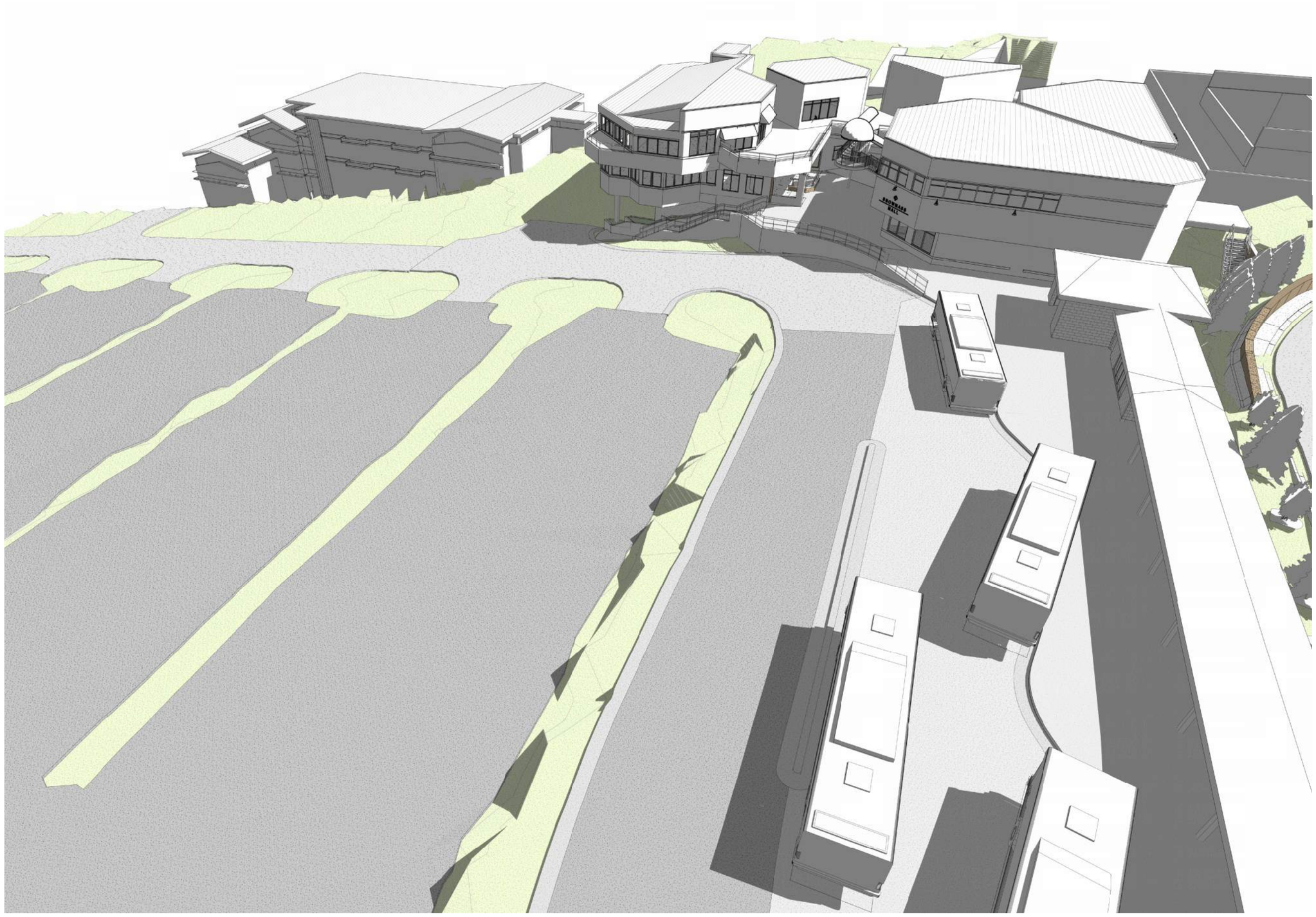
- (2) 40' RFTA LOADING/ UNLOADING
- (1) 45' RFTA LOADING/ UNLOADING

TRANSIT STATION

- GUEST SERVICES
- PUBLIC RESTROOMS



NORTH VIEW
PHASE 1
New Construction



WEST VIEW
PHASE 1
New Construction

PHASE 2

UPPER LEVEL

Demolition



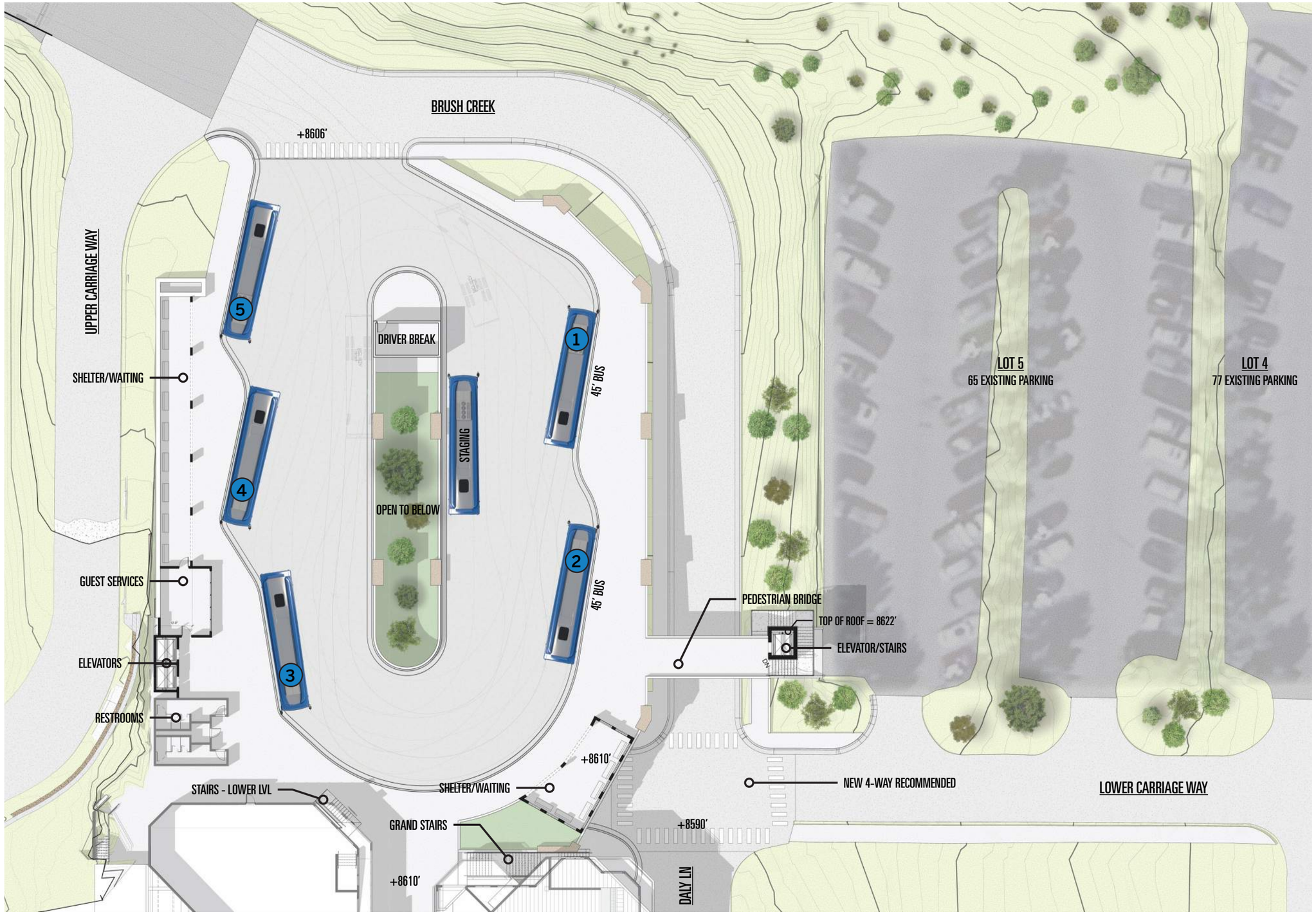
BUS OPERATIONS

- PHASE 1 RESTROOM TO REMAIN
- EXTG SHELTER TO BE REMOVED
- PHASE 1 GUEST SERVICES TO BE REMOVED
- PHASE 1 RETAINING WALL TO BE REMOVED
- PHASE 1 PLATFORM & ROADWAY TO BE REMOVED
- ELIMINATION OF 54 EXTG LOT 6 PARKING SPACES

PHASE 2

UPPER LEVEL

New Construction



BUS OPERATIONS

- (3) 40' RFTA LOADING/ UNLOADING
- (2) 45' RFTA LOADING/ UNLOADING
- (1) 40' STAGING

TRANSIT STATION

- NEW DRIVER BREAK
- NEW GUEST SERVICES
- EXTG PUBLIC RESTROOMS

PHASE 2
LOWER LEVEL

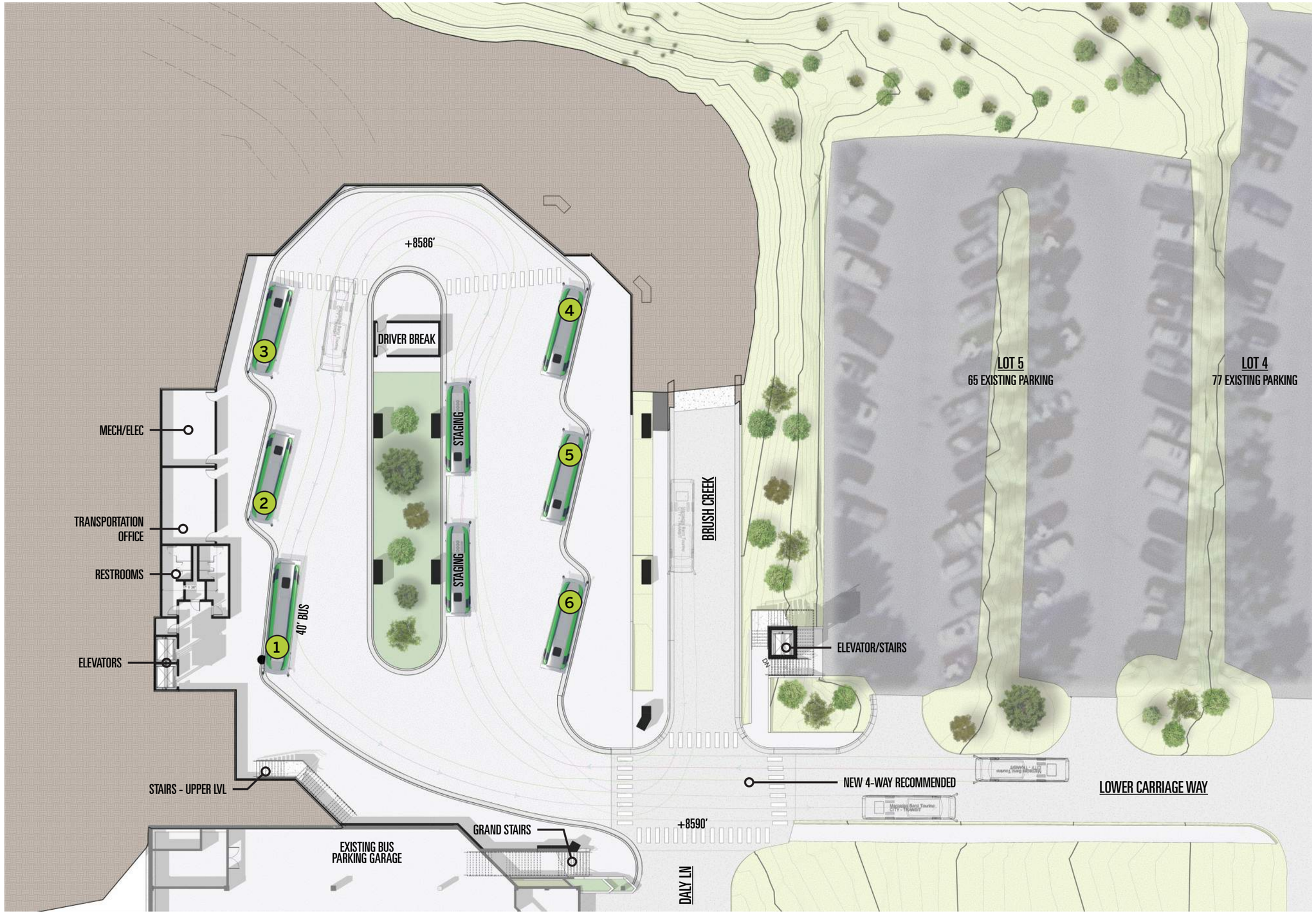
New Construction

BUS OPERATIONS

- (1) 40' TOSV LOADING/ UNLOADING
- (2) 30' TOSV LOADING/ UNLOADING
- (2) 30' STAGING

TRANSIT STATION

- NEW DRIVER BREAK
- NEW TRANSPORTATION OFFICE
- NEW PUBLIC RESTROOMS



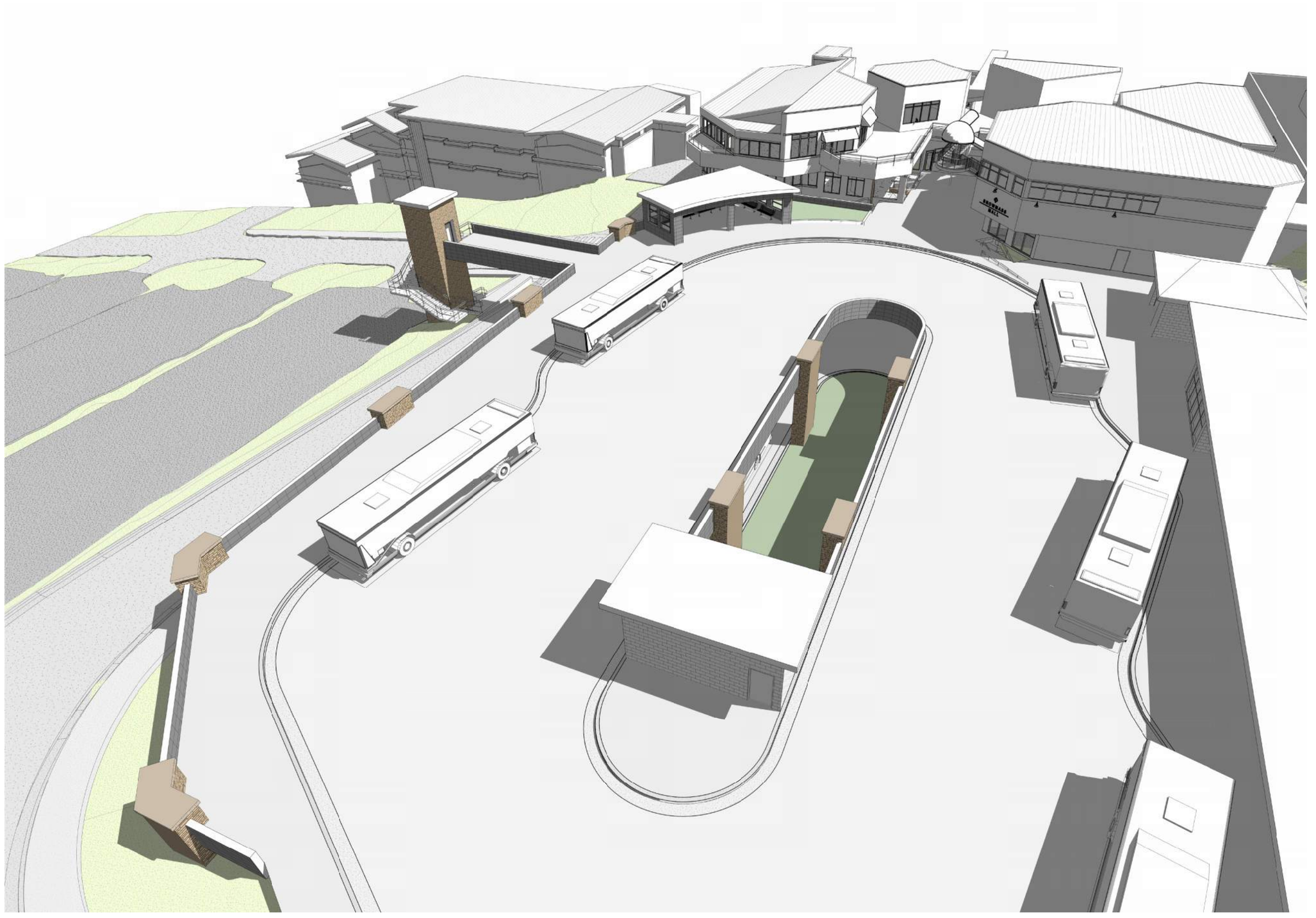
NORTH VIEW

PHASE 2



WEST VIEW

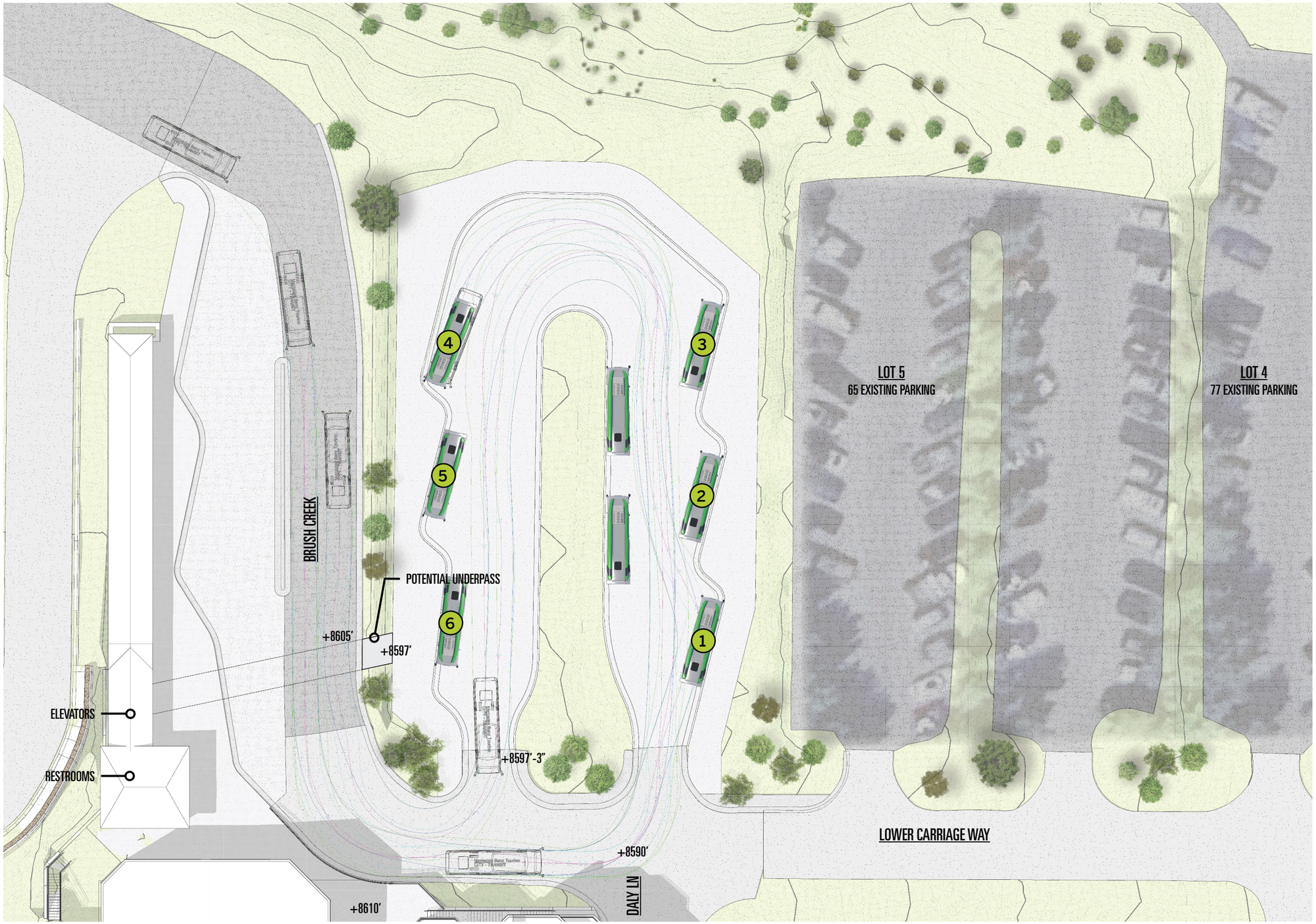
PHASE 2



DALY LANE

PHASE 2





LOT 6

New Construction

BUS OPERATIONS

- (1) 40' TOSV LOADING/ UNLOADING
- (5) 30' TOSV LOADING/ UNLOADING
- (2) 30' STAGING

TRANSIT STATION

- POTENTIAL UNDERPASS TO CONNECT EXISTING RFTA BAYS & NEW RESTROOMS & MALL
- ELEVATORS WOULD CONNECT UNDERPASS & MALL LEVEL
- NEW PUBLIC RESTROOMS AT MALL LEVEL



Town of Snowmass Village
Capital Improvement Projects Fund

Town of Snowmass Village
Capital Improvement Projects Fund

Revenues over Expenditures

	2023 Actual	2024 BUDGET	2024 PROJECTED	2025 PROPOSED
BEGINNING CARRYOVER	$ 14,992,083.27	$ 22,438,006.87	$ 22,438,006.87	$ 11,224,424.87
OPERATING REVENUES	$ 23,901,106.96	$ 20,985,299.00	$ 14,520,299.00	$ 124,218,500.00
OPERATING EXPENDITURES	$ (16,455,183.36)	$ (37,081,160.00)	$ (25,733,881.00)	$ (121,165,000.00)
NET REVENUE over EXPENDITURES	**$ 7,445,923.60**	**$ (16,095,861.00)**	**$ (11,213,582.00)**	**$ 3,053,500.00**
YEAR END CARRYOVER	**$ 22,438,006.87**	**$ 6,342,145.87**	**$ 11,224,424.87**	**$ 14,277,924.87**

Appropriations/Reserves of the Year End Carryover

	2023 Actual	2024 BUDGET	2024 PROJECTED	2025 PROPOSED
General Fund	$7,591,940.00	$0.00	$1,202,278.00	$940,778.00
RETT Fund	$7,101,221.00	$0.00	$2,650,000.00	$2,000,000.00
Excise Fund	$26,750.00	$0.00	$0.00	$175,000.00
Housing Fund	($1,230,750.00)	$0.00	$0.00	$1,400,000.00
Housing-Tourism transfer	$4,499,985.00	$2,143,000.00	$3,143,000.00	$5,493,000.00
EOTC-Mall Transit	$190,778.00	$0.00	$0.00	$0.00
Contributions/projects	($34,306.00)	$0.00	$0.00	$0.00
Tourism Fund	$2,529,443.00	$2,436,200.00	$2,396,200.00	$2,436,200.00
Sub-total	**$20,675,061.00**	**$4,579,200.00**	**$9,391,478.00**	**$12,444,978.00**
Funds Available	$ 1,762,945.87	$ 1,762,945.87	$ 1,832,946.87	$ 1,832,946.87
TOTAL-OTHER APPROPRIATIONS/RESERVES	**$22,438,006.87**	**$6,342,145.87**	**$11,224,424.87**	**$14,277,924.87**

Capital Improvement Projects Fund
Budget Summary

	2023 Actual	2024 Budget	2024 Projected	2025 Proposed Budget	2026 Proposed Budget	2027 Proposed Budget	2028 Proposed Budget	2029 Proposed Budget	FUTURE
REVENUES									
Transfers In-General Fund	$ 4,002,000.00	$ 2,680,557	$ 2,680,557	$ 11,739,170	$ 2,585,000	$ 895,500	$ 406,525	$ 416,000	
Transfers In-RETT Fund	$ 12,170,000.00	$ 2,125,000	$ 2,125,000	$ 955,000	$ 8,922,500	$ 1,940,875	$ 1,050,169	$ 2,050,427	
Transfers In-Road Fund	$ -	$ 805,847	$ 805,847	$ 1,300,000	$ 1,300,000	$ 1,300,000	$ 1,200,000	$ 1,100,000	
Transfers In-Excise Tax Fund	$ 800,000.00	$ 631,675	$ 631,675	$ 800,000	$ -	$ -	$ -	$ -	
Transfers In-Tourism-Other	$ 575,000.00	$ 825,000	$ 825,000	$ 900,000	$ 400,000	$ 400,000	$ 400,000	$ 400,000	
Transfers In-Tourism-Housing	$ 4,600,000.00	$ 5,000,000	$ 5,000,000	$ 3,350,000	$ 1,750,000	$ 2,050,000	$ 2,250,000	$ 2,250,000	
Transfers In-Housing Fund	$ 900,000.00	$ 900,000	$ 900,000	$ 1,400,000	$ 1,400,000	$ 1,400,000	$ 1,400,000	$ 1,400,000	
Contributions-Private Donation-Paved Trails	$ -	$ 200,000	$ 200,000	$ -	$ -	$ -	$ -	$ -	
CORE		$ 50,000	$ 50,000						
EOTC	$ -	$ 6,500,000	$ 500,000	$ 3,000,000	$ -	$ -	$ -	$ -	
RFTA Contributions	$ -	$ 650,000	$ 150,000	$ 224,330					
Contribution-Holy Cross-FIBER Projct	$ 154,000.00	$ -	$ -						
Contribution-Rodeo	$ 115,000.00	$ -	$ -						
Grant - DOLA-Fiber Project-Phase 2	$ 36,076.00	$ 608,220	$ 608,220	$ -	$ -	$ -	$ -	$ -	
Grant - Little Red Schoolhouse	$ -	$ -	$ -	$ 2,000,000					
Grant - Colorado Parks & Wildlife	$ -	$ -	$ -	$ 50,000					
Grants-Colorado Energy Office	$ -	$ 9,000	$ 44,000						
Grants-DOLA-Fiber Project-Phase 1	$ 109,512.96	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Other Financing Sources-Snowmass W & S/Financing	$ 439,518.00	$ -	$ -	$ 98,500,000	$ -	$ -	$ -	$ -	
Total Revenues	**$ 23,901,106.96**	**$ 20,985,299**	**$ 14,520,299**	**$ 124,218,500**	**$ 16,357,500**	**$ 7,986,375**	**$ 6,706,694**	**$ 7,616,427**	

Capital Improvement Projects Fund
Budget Summary

EXPENDITURES

FACILITIES	2023 Actual	2024 Budget	2024 Projected	2025 Proposed	2026 Proposed	2027 Proposed	2028 Proposed	2029 Proposed	FUTURE
Gen'l Gov't-Little Red Schoolhouse Expansion	$ -	$ 300,000	$ 300,000	$ 8,500,000					
Gen'l Gov't-Krabloonik Repairs	$ -	$ 100,000	$ 100,000	$ -					
Transp/Fleet-Computer aided dispatch/automated vehicle locator	$ -	$ 1,150,000	$ 500,000	$ 650,000					
Transp/Fleet-Zero Emission facility improvements									$ 1,000,000
Transp/Fleet-Town Park Station Concrete Prjct	$ 285,589.78	$ 14,732	$ 14,732						
Transp/Fleet-Bus Stop Improvement Project	$ -	$ 210,000	$ 210,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	$ 75,000	
Transp/Fleet-Meadow Ranch Bus Stop Project	$ 193,247.60	$ 44,132	$ 44,132						
Transp/Fleet-Mall - RFTA Depot	$ 145,715.28	$ 9,690,779	$ 250,000	$ 3,000,000					
Transp/Fleet-Electric Vehicle Stations	$ -	$ 233,000	$ 233,000						$ 100,000
Transp/Fleet-New WeCycle Stations		$ 55,000	$ 55,000	$ 450,000					
Public Works - Facility Remodel									$ 500,000
Cultural and Rec-Concession Stand Upgrade	$ -								$ 185,000
Cultural and Rec-Water Slide - Replace slide & add'l slide/repair concrete		$ 400,000	$ 400,000	$ -					
Cultural and Rec-Pool Shade Structure		$ -	$ -				$ 150,000	$ -	
Cultural and Rec-Library Expansion					$ 100,000				
Cultural and Rec-Rec Center Locker Room Expansion	$ -	$ 35,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 100,000
Sub-total - Facilities	**$ 624,552.66**	**$ 12,232,643**	**$ 2,106,864**	**$ 12,675,000**	**$ 175,000**	**$ 75,000**	**$ 225,000**	**$ 75,000**	**$ 1,885,000**
LAND & LAND IMPROVEMENTS									
Parks and Trails - Tennis Court/BB Court Resurfacing				$ 125,000					
Parks and Trails - Hard Surface Trail Improvements	$ 410,367.83	$ 1,025,693	$ 1,025,693	$ 750,000	$ 367,500	$ 385,875	$ 405,169	$ 425,427	
Parks and Trails - Brush Crk Trail-Bridge Replacements				$ 30,000	$ 300,000	$ 30,000			$ 1,800,000
Parks and Trails - Soft Surface Trail Improvements	$ -	$ 97,525	$ 97,525	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	
Parks and Trails -Town Park ---- Phase 1, 2, 3 & 4 in Mntn Facility	$ 2,968,635.33	$ 3,754,565	$ 3,754,565	$ -	$ 100,000	$ 1,000,000	$ -	$ -	$ 2,000,000
Parks and Trails -Town Park - Gazebo					$ 100,000				
Parks and Trails- Bike Skills Trail	$ -			$ -					$ 100,000
Parks and Trails- Playground Restoration	$ -	$ 60,000	$ 60,000	$ -	$ 30,000	$ 500,000	$ -	$ -	
Parks and Trails- Repair Retaining Wall/Railing at C. Robinson Prk	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 150,000
Parks and Trails- Community Garden Expansion	$ -	$ -	$ -	$ 25,000	$ -	$ -	$ -	$ -	$ -
Sub-total - Land & Land Imprvm	**$ 3,379,003.16**	**$ 4,937,783**	**$ 4,937,783**	**$ 955,000**	**$ 922,500**	**$ 1,940,875**	**$ 430,169**	**$ 450,427**	**$ 4,050,000**

Capital Improvement Projects Fund
Budget Summary

EXPENDITURES

	2023 Actual	2024 Budget	2024 Projected	2025 Proposed	2026 Proposed	2027 Proposed	2028 Proposed	2029 Proposed	FUTURE
ROADS AND STREETS									
Streetscape - Median Improvements	$ 23,461.00	$ 11,539	$ 11,539	$ -					
Streetscape - Retaining Wall Replacement Program	$ 28,917.50	$ 186,082	$ 186,082	$ 400,000	$ 210,000	$ 220,500	$ 231,525	$ 241,000	
Street Improvements - Bridge Program	$ -			$ 250,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	
Street Improvements - Brush Creek/Owl Creek Rd Intersctn Imp	$ 4,307,515.93	$ 112,554	$ 112,554						
Street Improvements - Brush Creek/Owl Creek Rd Round-about	$ -	$ 250,000	$ 250,000	$ 150,000	$ 8,000,000	$ -			
Street Improvements - Paving Projects	$ 189,120.80	$ 1,436,726	$ 1,436,726	$ 1,300,000	$ 1,300,000	$ 1,300,000	$ 1,200,000	$ 1,100,000	
Multi-Modal/Alt Mobility - Highline Rd Pedestrian Improvements	$ 10,907.50	$ 227,964	$ 227,964						
Multi-Modal/Alt Mobility - Bru Crk Rd Crossing Imp	$ -						$ 350,000	$ -	
Multi-Modal/Alt Mobility - Woodbridge Maintenance/Upgrades	$ 21,290.75	$ 276,384	$ 276,384						
Multi-Modal/Alt Mobility - Connecting Village Nodes	$ -	$ 400,000	$ 400,000	$ -	$ 250,000	$ 500,000			$ 12,000,000
Multi-Modal/Alt Mobility -Bru Crk Rd from Upper Kearns to Mtn View	$ -	$ 60,000	$ 60,000	$ -	$ -		$ 60,000	$ 1,000,000	
Multi-Modal/Alt Mobility - Walkway-MV to SV Mall	$ 14,873.00	$ 1,273,997	$ 1,273,997						
Multi-Modal/Alt Mobility - Walkway-Faraway Rd to Upper Kearns	$ -	$ -	$ -	$ -	$ -	$ -	$ 60,000	$ 600,000	$ -
Sub-total - Road & Streets	**$ 4,596,086.48**	**$ 4,235,246**	**$ 4,235,246**	**$ 2,100,000**	**$ 9,860,000**	**$ 2,120,500**	**$ 2,001,525**	**$ 3,041,000**	**$ 12,000,000**
UTILITIES									
Snowmelt - Snowmelt Base Village Boiler Replacement Project	$ 153,014.82								
Snowmelt - Snowmelt TOV Boiler Replacement Project	$ 21,089.36								
Snowmelt - Lower Carriageway Snowmelt Vault	$ 56,515.79	$ 443,484	$ 443,484						
Snowmelt - Replace Aged Glycol-Snowmelt System				$ 350,000					
Utilities - Micro Hydro Renewables Project	$ 465.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sub-total - Utilities	**$ 231,084.97**	**$ 443,484**	**$ 443,484**	**$ 350,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
STRATEGIC PLANNING									
Planning & Consult	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Sub-total - Strategic Planning	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
STORM WATER & DRAINAGE									
Storm Water & Drainage - Brush Creek/Kearns Road Culvert	$ 2,609,943.63	$ 4,004,056	$ 4,004,056						
Storm Water & Drainage - Vidal Gulch Project	$ 146,358.24	$ 127,829	$ 127,829						
Storm Water & Drainage-Woodbridge Road Culvert Replacement				$ 2,750,000					
Storm Water and Drainage - Stormwater Management Plan	$ -	$ 132,000	$ 132,000	$ -	$ 350,000				
Sub-total - Storm Water & Drainage	**$ 2,756,301.87**	**$ 4,263,885**	**$ 4,263,885**	**$ 2,750,000**	**$ 350,000**	**$ -**	**$ -**	**$ -**	**$ -**

Capital Improvement Projects Fund
Budget Summary

EXPENDITURES	2023 Actual	2024 Budget	2024 Projected	2025 Proposed	2026 Proposed	2027 Proposed	2028 Proposed	2029 Proposed	FUTURE
COMMUNICATION AND TECHNOLOGY									
Comm & Tech - Parking Lot Licensing System	$ 35,556.96	$ 100,000	$ -	$ 100,000					
Comm & Tech - Fiber Project	$ 454,191.55	$ 191,945	$ 191,945						
Comm & Tech - Fiber Project-Phase 2	$ 70,431.30	$ 1,103,771	$ 1,103,771						
Comm & Tech - Fiber Project-Phase 3-Last Mile					$ 500,000				
Comm & Tech - Community Micro Grid	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,400,000
Sub-total - Communications & Technology	**$ 560,179.81**	**$ 1,395,716**	**$ 1,295,716**	**$ 100,000**	**$ 500,000**	**$ -**	**$ -**	**$ -**	**$ 2,400,000**
HOUSING									
Housing Projects - Housing Land Opportunities	$ 24.86	$ 24,976	$ 24,976	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	
Housing Projects - Faraway Apartments	$ 100,015.00	$ 4,574,985	$ 4,574,985						
Housing Projects - MVI-Design and Renovation	$ 3,649,539.45	$ 83,540	$ 83,540						
Housing Projects - Carriageway Housing	$ -	$ 75,000	$ 75,000	$ 200,000					
Housing Projects - Draw Site Housing	$ 239,114.58	$ 717,384	$ 717,384	$ 86,000,000	$ -	$ -	$ -	$ -	$ -
Housing Projects - Snowmass Center property acquisition				$ 12,500,000					
Housing Projects - Snowmass Inn-Interior	$ 218,767.43	$ 8,775	$ 8,775						
Housing Projects - Snowmass Inn-Exterior		$ 2,000,000	$ 1,000,000	$ 1,000,000					$ 750,000
Housing Projects - Mtn View I-Interior Renovations							$ -	$ -	$ 2,500,000
Housing Projects - Mtn View II-Interior Renovations		$ -	$ -	$ -	$ -	$ -	$ 200,000	$ 2,200,000	
Housing Projects - Mtn View II-Exterior Renovations						$ -	$ -	$ -	$ 3,000,000
Housing Projects - Villas North-Exterior Renovations	$ -	$ -	$ -	$ 200,000	$ 4,000,000				
Housing Projects - WMRHC Buy-Down Program contribution	$ -	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 250,000	$ 1,000,000
Sub-total - Housing	**$ 4,207,461.32**	**$ 7,734,660.00**	**$ 6,734,660**	**$ 100,175,000**	**$ 4,275,000**	**$ 275,000**	**$ 475,000**	**$ 2,475,000**	**$ 7,250,000**
OTHER CIP									
Solid Waste - Town Hall Trash/Recycle Dumpster Shed	$ -	$ 161,500	$ -	$ 200,000					
Other - Supplemental Project Costs	$ -	$ 758,000	$ 758,000	$ 1,000,000	$ 1,000,000	$ -	$ -	$ -	
Snowmass Tourism - Discovery, next phase	$ 100,513.09	$ 168,243	$ 168,243						
Snowmass Tourism - Fanny Hill Improvements	$ -	$ 100,000	$ 100,000	$ -	$ -	$ -	$ -	$ -	
Snowmass Tourism - Fanny Hill Stage/Sound System			$ 140,000	$ 360,000					
Snowmass Tourism - Large Mastodon		$ 250,000	$ 150,000	$ 100,000					
Snowmass Tourism - Product Enhancements	$ -	$ 400,000	$ 400,000	$ 400,000	$ 400,000	$ 400,000	$ 400,000	$ 400,000	
Sub-total - Other CIP	**$ 100,513.09**	**$ 1,837,743**	**$ 1,716,243**	**$ 2,060,000**	**$ 1,400,000**	**$ 400,000**	**$ 400,000**	**$ 400,000**	**$ -**
Total Expenditures	**$ 16,455,183.36**	**$ 37,081,160**	**$ 25,733,881**	**$ 121,165,000**	**$ 17,482,500**	**$ 4,811,375**	**$ 3,531,694**	**$ 6,441,427**	**$ 27,585,000**
NET REV/EXP -	**$ 7,445,923.60**	**$ (16,095,861)**	**$ (11,213,582)**	**$ 3,053,500**	**$ (1,125,000)**	**$ 3,175,000**	**$ 3,175,000**	**$ 1,175,000**	
Beginning Carryover	$ 14,992,083.27	$ 22,438,007	$ 22,438,007	$ 11,224,424.87	$ 14,277,924.87	$ 13,152,924.87	$ 16,327,924.87	$ 19,502,924.87	
Revenues	$ 23,901,106.96	$ 20,985,299	$ 14,520,299	$ 124,218,500	$ 16,357,500.00	$ 7,986,375.00	$ 6,706,694.00	$ 7,616,427.00	
Expenditures	$ 16,455,183.36	$ 37,081,160	$ 25,733,881	$ 121,165,000	$ 17,482,500.00	$ 4,811,375.00	$ 3,531,694.00	$ 6,441,427.00	
Ending Balance	**$ 22,438,006.87**	**$ 6,342,146**	**$ 11,224,425**	**$ 14,277,925**	**$ 13,152,925**	**$ 16,327,925**	**$ 19,502,925**	**$ 20,677,925**	

Town of Snowmass Transit Center Rev2

Rough Order Of Magnitude

June 11, 2024

CUMMING GROUP

CUMMING GROUP| Denver
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EXECUTIVE SUMMARY

1.1 Introduction

This estimate has been prepared, pursuant to an agreement between SEH and Cumming, for the purpose of establishing a probable cost of construction at the rough order of magnitude stage.

The project scope encompasses renovation of bus stops located on Daly Lane and Carriage Way with the addition of 2-level transit center on Carriage Way for the Snowmass mall.

1.2 Project Schedule

	Start	Finish	Duration
Construction	Apr-25	Jun-27	27 months

1.3 Key Assumptions & Exclusions

This document should be read in association with Appendix 1 which outlines approach and cost management methodology. Key assumptions include:

Key Assumptions

- CM@Risk
- Single Phase Construction
- **Anticipated Construction Start Date April 2025**
- **Anticipated Construction Duration of 27 Months**
- 150 LF Distance for Power to the Daly Lane Elevator

Key Exclusions

- Project Soft Costs
- Night & Weekend Work
- Work Outside of the Elevator Renovation & Addition at Daly Lane
- Removal / Relocation of Site Furnishings / Specialties
- Conditioned Air & Plumbing in Enclosed Rooms
- Third Party Testing and Inspections
- Building Permit Plan & Check Fees
- Third Party Commissioning

SUMMARY

Element	Area	Cost / SF	Total
Carriage Way	72,916	$495.11	$36,101,215
Escalation to MOC, 05/16/26	9.03%		$3,258,367
Total Estimated Construction Cost	**72,916**	**$539.79**	**$39,359,583**
Daly Lane	11,995	$91.24	$1,094,380
Escalation to MOC, 05/16/26	9.03%		$98,775
Total Estimated Construction Cost	**11,995**	**$99.47**	**$1,193,155**

SUMMARY MATRIX

		Carriage Way 72,916 SF		Daly Lane 11,995 SF		Overall Totals	
Element		**Total**	**Cost/SF**	**Total**	**Cost/SF**	**Total**	**Cost/SF**
01 General Requirements		$567,482	$7.78			$567,482	$6.68
02 Existing Conditions		$368,504	$5.05	$12,505	$1.04	$381,009	$4.49
03 Concrete		$8,312,612	$114.00	$1,694	$0.14	$8,314,306	$97.92
04 Masonry		$812,215	$11.14	$50,800	$4.24	$863,015	$10.16
05 Metals		$538,448	$7.38	$1,200	$0.10	$539,648	$6.36
06 Wood, Plastics, And Composites		$321,143	$4.40			$321,143	$3.78
07 Thermal And Moisture Protection		$958,984	$13.15	$7,529	$0.63	$966,513	$11.38
08 Openings		$80,548	$1.10	$138,880	$11.58	$219,428	$2.58
09 Finishes		$148,843	$2.04	$11,820	$0.99	$160,663	$1.89
10 Specialties		$36,901	$0.51			$36,901	$0.43
11 Equipment							
12 Furnishings							
13 Special Construction		$72,270	$0.99			$72,270	$0.85
14 Conveying Systems		$418,500	$5.74	$390,000	$32.51	$808,500	$9.52
21 Fire Suppression		$192,710	$2.64			$192,710	$2.27
22 Plumbing		$1,854,625	$25.44	$22,160	$1.85	$1,876,785	$22.10
23 HVAC		$946,149	$12.98			$946,149	$11.14
25 Integrated Automation		$22,538	$0.31			$22,538	$0.27
26 Electrical		$913,507	$12.53	$33,330	$2.78	$946,837	$11.15
27 Communications		$83,600	$1.15	$5,184	$0.43	$88,784	$1.05
28 Electrical Safety And Security		$77,530	$1.06	$1,441	$0.12	$78,971	$0.93
31 Earthwork		$3,747,554	$51.40	$3,450	$0.29	$3,751,004	$44.18
32 Exterior Improvements		$1,643,255	$22.54	$10,202	$0.85	$1,653,457	$19.47
33 Utilities		$650,100	$8.92			$650,100	$7.66
Subtotal Cost		$22,768,017	$312.25	$690,195	$57.54	$23,458,212	$276.27
General Conditions	9.6%	$2,185,730	$29.98	$66,259	$5.52	$2,251,988	$26.52
General Requirements	1.5%	$374,306	$5.13	$11,347	$0.95	$385,653	$4.54
Bonds & Insurance	8.5%	$557,217	$7.64	$16,892	$1.41	$574,109	$6.76
Contractor's Fee	5.0%	$1,294,263	$17.75	$39,235	$3.27	$1,333,498	$15.70
Design Contingency	15.0%	$4,076,930	$55.91	$123,589	$10.30	$4,200,519	$49.47
Construction Contingency	5.0%	$1,562,823	$21.43	$47,376	$3.95	$1,610,199	$18.96
Architect / Engineer Fees	10.0%	$3,281,929	$45.01	$99,489	$8.29	$3,381,418	$39.82
Escalation to MOC, 05/16/26	9.0%	See Summary		See Summary		See Summary	
Total Estimated Construction Cost		**$36,101,215**	**$495.11**	**$1,094,380**	**$91.24**	**$37,195,595**	**$438.05**

SCHEDULE OF AREAS AND CONTROL QUANTITIES

Schedule of Areas	Carriage Way	Daly Lane	SF
Site Renovation	72,916	11,995	84,911

Carriage Way

SUMMARY - CARRIAGE WAY

Element		Total	Cost / SF
02	Existing Conditions	$368,504	$5.05
03	Concrete	$8,312,612	$114.00
04	Masonry	$812,215	$11.14
05	Metals	$538,448	$7.38
06	Wood, Plastics, And Composites	$321,143	$4.40
07	Thermal And Moisture Protection	$958,984	$13.15
08	Openings	$80,548	$1.10
09	Finishes	$148,843	$2.04
10	Specialties	$36,901	$0.51
11	Equipment		
12	Furnishings		
13	Special Construction	$72,270	$0.99
14	Conveying Systems	$418,500	$5.74
21	Fire Suppression	$192,710	$2.64
22	Plumbing	$1,854,625	$25.44
23	HVAC	$946,149	$12.98
25	Integrated Automation	$22,538	$0.31
26	Electrical	$913,507	$12.53
27	Communications	$83,600	$1.15
28	Electrical Safety And Security	$77,530	$1.06
31	Earthwork	$3,747,554	$51.40
32	Exterior Improvements	$1,643,255	$22.54
	Subtotal	$22,768,017	$312.25
	General Conditions 9.60%	$2,185,730	$29.98
	Subtotal	$24,953,747	$342.23
	General Requirements 1.50%	$374,306	$5.13
	Subtotal	$25,328,053	$347.36
	Bonds & Insurance 2.20%	$557,217	$7.64
	Subtotal	$25,885,270	$355.00
	Contractor's Fee 5.00%	$1,294,263	$17.75
	Subtotal	$27,179,533	$372.75
	Design Contingency 15.00%	$4,076,930	$55.91
	Subtotal	$31,256,463	$428.66
	Construction Contingency 5.00%	$1,562,823	$21.43
	Subtotal	$32,819,287	$450.10
	Architect / Engineer Fees 10.00%	$3,281,929	$45.01
	Subtotal	$36,101,215	$495.11
	Escalation to MOC, 05/16/26	*See Summary*	*See Summary*
TOTAL ESTIMATED CONSTRUCTION COST		**$36,101,215**	**$495.11**

Total Area: 72,916 SF

DETAIL ELEMENTS - CARRIAGE WAY

Element	Quantity	Unit	Unit Cost	Total
01 General Requirements				
Weather Conditions, Garage, Allowance	30,338	gsf	$4.00	$121,352
Weather Conditions, Building Structures, Allowance	5,302	gsf	$20.00	$106,040
General Labor	5,638	hrs	$55.00	$310,090
Hoisting	1	ls	$30,000.00	$30,000
Total - General Requirements				**$567,482**
02 Existing Conditions				
Demolition				
Bus shelter and lockers	1	ls	$8,000.00	$8,000
Sawcut and remove asphalt	26,200	sf	$1.40	$36,680
Sawcut and remove concrete pavement, assume 9" thick	17,600	sf	$9.50	$167,200
Sawcut and remove concrete sidewalks, assume 5" thick	4,000	sf	$6.50	$26,000
Remove curb & gutter	900	lf	$25.00	$22,500
Remove street light bases	4	ea	$700.00	$2,800
Remove roadway railing	190	lf	$14.00	$2,660
Remove retaining wall	170	lf	$130.00	$22,100
Remove trees	60	ea	$475.00	$28,500
Remove fence	60	lf	$10.00	$600
Remove median	740	sf	$2.50	$1,850
Remove signs	19	ea	$150.00	$2,850
Remove metal joint cover	43	lf	$12.00	$516
Remove storm manholes	3	ea	$1,600.00	$4,800
Remove storm pipe	380	lf	$30.00	$11,400
Remove hot water supply handhole	2	ea	$800.00	$1,600
Remove hot water supply line	180	lf	$20.00	$3,600
Remove water service line	395	lf	$20.00	$7,900
Abandon gas line in place, allowance	1	ls	$1,000.00	$1,000
Remove hydrant	1	ea	$800.00	$800
Remove stairs & concrete, allowance	1	ls	$4,500.00	$4,500
Remove planter wall	88	lf		*Included Above*
Remove landscaping	511	sf		*Included Above*
Remove landscaping, allowance	1	ls	$300.00	$300
Remove wood shingle roof & substrate, assume 4:12 slope	1,551	sf	$1.57	$2,429
Remove concrete steps	24	lf	$19.20	$461
Remove exterior door	1	ea	$80.40	$80
Remove exterior glazing, assume 10'-0" H	60	sf	$6.00	$360
Remove interior stairs	27	lf	$19.20	$518
Miscellaneous Demolition, Allowance	1	ls	$6,500.00	$6,500
Total - Existing Conditions				**$368,504**

DETAIL ELEMENTS - CARRIAGE WAY

Element	Quantity	Unit	Unit Cost	Total
03 Concrete				
Foundation Footings and Walls, Allowance	30,338	gsf	$88.00	$2,669,744
Garage Slabs, Allowance	30,338	gsf	$98.00	$2,973,124
Concrete Specialties, Allowance	30,338	gsf	$20.00	$606,760
Drilled Piers, Complete, Allowance	30,338	gsf	$68.00	$2,062,984
Total - Concrete				**$8,312,612**
04 Masonry				
CMU Walls	1,340	sf	$50.00	$67,000
Stone				
Stone veneer, assume 75% of building enclosure walls	4,347	sf	$55.00	$239,085
Stone veneer, garage columns	4,760	sf	$55.00	$261,800
Stone veneer, elevator tower	1,050	sf	$55.00	$57,750
Precast column caps, garage	343	sf	$60.00	$20,580
Panels at garage perimeter / center opening and bridge, allowance	2,800	sf	$55.00	$154,000
Precast trim, allowance	1	ls	$12,000.00	$12,000
Total - Masonry				**$812,215**
05 Metals				
Structural Steel				
Roof framing allowance, assume 10 psf at Guest Services	2	tn	$4,980.00	$11,952
Roof framing allowance, assume 10 psf at Restrooms	5	tn	$4,980.00	$22,908
Roof framing allowance, assume 10 psf at MEP	4	tn	$4,980.00	$19,920
Roof framing allowance, assume 10 psf at Transportation Office	3	tn	$4,980.00	$14,691
Roof framing allowance, assume 10 psf at Driver Break	3	tn	$4,980.00	$13,073
Roof framing allowance, assume 10 psf at Shelter / Waiting	9	tn	$4,980.00	$46,762
Elevator tower, allowance	1	ls	$15,000.00	$8,175
Metal decking, allowance	5,302	sf	$6.90	$36,584
Bridge, allowance	558	sf	$500.00	$279,000
Miscellaneous Metals				
Stair railings	116	lf	$300.00	$34,800
Bollards	30	ea	$1,200.00	$36,000
Miscellaneous metals, allowance	72,916	gsf	$0.20	$14,583
Total - Metals				**$538,448**
06 Wood, Plastics, And Composites				
Rough Carpentry				
Exterior wall sheathing	7,105	sf	$3.54	$25,152
Roof sheathing	5,302	sf	$3.54	$18,769
Backing / blocking	1	ls	$1,500.00	$1,500

DETAIL ELEMENTS - CARRIAGE WAY

Element	Quantity	Unit	Unit Cost	Total
Finish Carpentry				
Cementitious board & batten siding, Hardi-board - assume 20% of building enclosure walls	1,159	sf	$22.50	$26,082
Wall framing, soffits, fascia, timbers	1	ls	$225,000.00	$225,000
Millwork				
Break room cabinets	22	lf	$440.00	$9,680
Office cabinets	16	lf	$440.00	$7,040
Guest services cabinets	18	lf	$440.00	$7,920
Total - Wood, Plastics, And Composites				**$321,143**
07 Thermal And Moisture Protection				
Waterproofing				
Waterproofing, foundations	1	ls	$40,000.00	$40,000
Waterproofing, one-sided wall forms	6,530	sf	$15.00	$97,950
Waterproofing, Brush Creek Road retaining wall	6,546	sf	$5.00	$32,730
Waterproofing, garage platform	30,338	sf	$14.00	$424,732
Thermal Protection				
Thermal batt insulation, exterior wall	5,765	sf	$2.10	$12,107
Sound batt insulation, interior wall	2,525	sf	$1.15	$2,904
Rigid insulation, exterior wall	5,765	sf	$3.90	$22,484
Weather Barriers				
Air & vapor barrier, fluid-applied membrane, exterior wall	5,765	sf	$6.60	$38,049
Membrane Roofing System				
PVC, mechanical fastened, 60 mil	5,302	sf	$45.00	$238,590
High temp ice & water shield				*Included*
Backside of perimeter wall, 30"				*Included*
Metal flashings				*Included*
Flashing and Sheetmetal				
Sheetmetal flashing and trim, allowance	30,338	gsf	$0.50	$15,169
Expansion joints, allowance	1	ls	$10,000.00	$10,000
Joint Sealants and Caulking, Allowance	30,338	gsf	$0.80	$24,270
Total - Thermal And Moisture Protection				**$958,984**
08 Openings				
Exterior Doors				
Single HM door in HM frame incl. hardware	10	ea	$2,450.00	$24,500
Single WD door with full vision lite incl. hardware at improved entry	1	ea	$2,000.00	$2,000
Exterior Glazing				
Exterior glazing, assume 5% of building enclosure walls	290	sf	$160.00	$46,368
Exterior glazing at improved entry	48	sf	$160.00	$7,680
Total - Openings				**$80,548**

DETAIL ELEMENTS - CARRIAGE WAY

Element	Quantity	Unit	Unit Cost	Total
09 Finishes				
Exterior Walls				*w/ Division 06*
Gypsum board				
Gypsum board, interior of exterior	5,765	sf	$3.42	$19,716
Interior Partitions				
Metal studs				
3 5/8"	2,525	sf	$12.24	$30,906
Gypsum board				
5/8" gypsum board, finished	5,050	sf	$3.42	$17,271
Floor Finishes				
Carpet, existing building rework	78	sf	$5.40	$421
Guest Services flooring	480	sf	$12.00	$5,760
Transportation Office flooring	590	sf	$5.40	$3,186
MEP, sealed concrete	800	sf	$2.15	$1,720
Rubber base	525	lf	$2.40	$1,260
Painting & Coating				
Epoxy paint in restrooms	2,280	sf	$3.36	$7,661
Paint doors and frames, per leaf	10	ea	$130.36	$1,304
Miscellaneous Finishes				
Building structures, allowance	5,860	gsf	$5.00	$29,300
Garage, allowance	30,338	gsf	$1.00	$30,338
Total - Finishes				**$148,843**
10 Specialties				
Signage				
Code-compliant signage				
Restroom Specialties				
ADA stall	4	ea	$1,200.00	$4,800
Standard stall	8	ea	$1,000.00	$8,000
Hand dryers	6	ea	$1,200.00	$7,200
Mirror	80	sf	$38.40	$3,072
Grab bars	12	ea	$219.02	$2,628
Coat hook	12	ea	$31.82	$382
Paper towel dispenser combo unit, recessed	4	ea	$407.44	$1,630
Sanitary napkin disposal	12	ea	$203.72	$2,445
Seat cover dispenser	12	ea	$152.34	$1,828
Soap dispenser	8	ea	$104.02	$832
Toilet paper dispenser	12	ea	$90.32	$1,084
Baby changing station	2	ea	$1,500.00	$3,000
Total - Specialties				**$36,901**

DETAIL ELEMENTS - CARRIAGE WAY

Element	Quantity	Unit	Unit Cost	Total
11 Equipment				*No Work Anticipated*
Total - Equipment				
12 Furnishings				
Window Coverings				*No Work Anticipated*
Total - Furnishings				
13 Special Construction				
Solar PV System	24	kW	$3,000.00	$72,270
Total - Special Construction				**$72,270**
14 Conveying Systems				
Elevators				
Elevator, 2-stop	3	ea	$132,000.00	$396,000
Finish to interior cab, allowance	3	ea	$7,500.00	$22,500
Total - Conveying Systems				**$418,500**
21 Fire Suppression				
Fire Sprinkler System				
Garage, allowance	30,338	gsf	$5.00	$151,690
Building structures, allowance	5,860	gsf	$7.00	$41,020
Total - Fire Suppression				**$192,710**
22 Plumbing				
General Plumbing Equipment				
Electric water heater, under counter	8	ea	$1,259.00	$10,072
1-1/2" backflow preventer	2	ea	$936.50	$1,873
1-1/2" water meter	2	ea	$880.70	$1,761
Sanitary Fixtures				
Water closet, WC-1, wall, sensor FV	8	ea	$1,784.00	$14,272
Water closet, WC-2, wall, sensor FV	4	ea	$1,840.00	$7,360
Urinal, UR-2, sensor FV	2	ea	$1,720.00	$3,440
Lavatory, L-1, 2 basin integral counter, sensor faucet	4	ea	$3,547.00	$14,188
Floor drain, FD-1	4	ea	$690.80	$2,763

DETAIL ELEMENTS - CARRIAGE WAY

Element	Quantity	Unit	Unit Cost	Total
Hose bibb, HB-1	4	ea	$151.60	$606
Trap primer valve	4	ea	$154.60	$618
Water hammer arrestor, 11 fixtures	14	ea	$138.90	$1,945
Rough-Ins				
Complete rough-in per fixture	18	ea	$3,496.00	$62,928
Rough-in at floor sink or floor drain	4	ea	$408.80	$1,635
Domestic Cold Water				
Domestic cold water piping	920	sf	$8.00	$7,360
Domestic Hot Water				
Domestic hot water piping	920	sf	$8.00	$7,360
Waste Piping				
Waste piping, allowance	920	sf	$8.00	$7,360
Vent Piping				
Vent piping, allowance	920	sf	$8.00	$7,360
Connect to existing, waste only	2	ea	$1,593.00	$3,186
Roof Drainage				
Roof drainage, allowance for building structures	5,860	sf	$2.86	$16,760
Condensate Drainage				
Trap and equipment connect	4	ea	$440.50	$1,762
3/4" pipe, cu type M, in bldg	100	lf	$35.85	$3,585
Pipe insulation, 3/4"	100	lf	$10.52	$1,052
Natural Gas				
Natural gas, allowance	920	sf	$2.50	$2,300
Rough-in / connect at boiler	2	ea	$1,382.00	$2,764
Connect to radiant heaters units	4	ea	$415.90	$1,664
Garage Drains & S/O Interceptor, Allowance	1	ls	$340,000.00	$340,000
Snow Melt Piping System, Allowance	47,973	sf	$25.00	$1,199,325
Additional Plumbing Requirements				
Test / clean plumbing	31	hr	$97.04	$3,008
Start-up / check-out	31	hr	$116.45	$3,610
Commissioning assist	31	hr	$102.15	$3,167
Access panels	18	ea	$218.50	$3,933
Seismic bracing	920	sf	$2.00	$1,840
Penetrations and firestopping for plumbing	30,338	gsf	$0.75	$22,754
Miscellaneous plumbing, allowance	30,338	gsf	$3.00	$91,014
Total - Plumbing				**$1,854,625**

23 HVAC

Heating Hot Water Equipment				
Hot water boiler, gas fired	12,000	mbh	$35.16	$421,920
Boiler stack, 10"	40	lf	$302.00	$12,080
HW pump, end suction, 3 hp, 150 gpm	1	ea	$4,661.00	$4,661
HW chemical treatment	12,000	mbh	$4.00	$48,000
Hot Water Distribution				
Coil connection KIT	10	ea	$1,078.00	$10,780
Connect to existing	1	ea	$786.00	$786

DETAIL ELEMENTS - CARRIAGE WAY

Element	Quantity	Unit	Unit Cost	Total
HHW distribution, allowance	47,973	sf	$3.94	$189,014
Air-Side Equipment				
DX Fan coils / splits				
Split AC, ductless, wall, 0.75 ton, 300 cfm	5	ea	$3,632.00	$18,160
Refrigerant line set for split system	5	ea	$1,184.00	$5,920
Radiators				
Gas unit heater	5	ea	$2,639.00	$13,195
Fans				
Exhaust fans	300	cfm	$2.18	$654
Additional HVAC Requirements				
Test / balance HVAC	80	hr	$105.19	$8,415
Start-up / check-out	80	hr	$95.63	$7,650
Commissioning assist	80	hr	$95.63	$7,650
MEP coordination	80	hr	$95.63	$7,650
Seismic bracing	30,338	gsf	$0.50	$15,169
Penetrations and firestopping	30,338	gsf	$0.75	$22,754
Miscellaneous HVAC, allowance	30,338	gsf	$5.00	$151,690
Total - HVAC				**$946,149**
25 Integrated Automation				
DDC Controls				
DDC controls, boiler	1	ea	$16,392.00	$16,392
DDC controls, pump	1	ea	$6,146.40	$6,146
Total - Integrated Automation				**$22,538**
26 Electrical				
Electrical Service, Allowance	1	ls	$82,000.00	$82,000
Temporary power	1	ls	$10,000.00	$10,000
HVAC and Equipment Connections	1	ls	$25,000.00	$25,000
Connection boiler				*Included Above*
Connection, exhaust fan				*Included Above*
Disconnect switch, 60/3 fused N3R				*Included Above*
Equipment feeder, 30 amp				*Included Above*
Equipment feeder, 60 amp				*Included Above*
Elevators	1	ls	$75,192.00	$75,192
Connection, elevator				*Included Above*
Disconnect switch, 200/3 fused N3R				*Included Above*
Equipment feeder, 200 amp				*Included Above*
Copper wire, #6 thhn				*Included Above*
Copper wire, #3/0 thhn				*Included Above*
Convenience Power	5,860	sf	$9.00	$52,740
Duplex receptacle, 20 amp GFCI				*Included Above*
Double duplex receptacle, 20 amp GFCI				*Included Above*

DETAIL ELEMENTS - CARRIAGE WAY

Element	Quantity	Unit	Unit Cost	Total
Double duplex receptacle, 20 amp GFCI wp				*Included Above*
Branch power, 20 amp				*Included Above*
Lighting and Lighting Control	5,860	sf	$20.00	$117,200
Vanity light				*Included Above*
Restroom lighting				*Included Above*
MEP room lighting				*Included Above*
Transportation office lighting				*Included Above*
Low voltage switch				*Included Above*
Lighting branch power, fixtures				*Included Above*
Lighting branch power, controls				*Included Above*
Conduit, 3/4" emt				*Included Above*
Lighting control cable				*Included Above*
Site / Garage Lighting, Allowance	1	ls	$170,000.00	$170,000
EV Charging Equipment	1	ls	$220,000.00	$220,000
Demolition	1	ls	$8,824.32	$8,824
Salvage to owner - street lights				*Included Above*
General Conditions / General Requirements				
Start-up, third party testing, commissioning assist, labels, firestopping, pipe penetrations, seismic and misc	1	ls	$152,551.09	$152,551
Total - Electrical				**$913,507**

27 Communications

Voice and Data System				
Structured cabling, allowance	5,860	sf	$10.00	$58,600
Audio-Visual System, Allowance	1	ls	$25,000.00	$25,000
Total - Communications				**$83,600**

28 Electrical Safety And Security

Surveillance and Security System, Allowance	1	ls	$20,000.00	$20,000
Fire Alarm System	1	ls	$57,529.68	$57,530
FA smoke detector				*Included Above*
FA strobe unit, wall mount				*Included Above*
Pre test existing system prior to construction, allowance				*Included Above*
Programming after new installation, allowance				*Included Above*
Final testing and other tie in, allowance				*Included Above*
Conduit, 3/4" emt				*Included Above*
Fire alarm cable rated, 4C				*Included Above*
Total - Electrical Safety And Security				**$77,530**

DETAIL ELEMENTS - CARRIAGE WAY

Element	Quantity	Unit	Unit Cost	Total
31 Earthwork				
Site Preparation				
Mobilization / demobilization	1	ls	$140,000.00	$140,000
Construction surveying, allowance	1	ls	$70,000.00	$70,000
Shoring, allowance	1	ls	$680,000.00	$680,000
Temporary dewatering, allowance				*Excluded*
Clear and grub Brush Creek hillside	1	ls	$18,000.00	$18,000
Protect trees	6	ea	$250.00	$1,500
Wood-framed sound wall	50	lf	$175.00	$8,750
Traffic control, allowance	1	ls	$120,000.00	$120,000
Building Earthwork				
Mass excavation	18,200	cy	$9.00	$163,800
Haul off, allowance	18,200	cy	$30.00	$546,000
Rock excavation, allowance	2,000	cy	$40.00	$80,000
Crane pad	1	ls	$5,000.00	$5,000
Structural excavation and haul off, allowance	13,000	cy	$39.00	$507,000
Backfill w/ onsite material, allowance	6,500	cy	$25.00	$162,500
Import backfill, allowance	6,500	cy	$50.00	$325,000
Fine grading	30,550	sf	$2.50	$8,554
Site Earthwork, Allowance	72,916	gsf	$12.00	$874,992
Parking Lot 5				*Existing to Remain*
Erosion Control, Allowance	72,916	gsf	$0.50	$36,458
Total - Earthwork				**$3,747,554**
32 Exterior Improvements				
Bases, Ballast, and Paving				
Asphalt paving				
Remove and replace existing asphalt trail	385	sf	$5.30	$2,040
Asphalt patch	185	sf	$8.35	$1,545
Concrete paving				
Heavy duty concrete, 9", roadways	15,385	sf	$25.00	$384,625
Curbs, gutters, sidewalks				
Concrete sidewalk, 5"	1,800	sf	$13.20	$23,760
Curb and gutter	1,600	lf	$58.00	$92,800
Colored concrete	3,648	sf	$22.20	$80,986
Landing	155	sf	$22.20	$3,441
Steps	295	lf	$76.20	$22,479
1-pipe guardrail	91	lf	$120.00	$10,920
Grand stairs, allowance	1	ls	$45,000.00	$45,000
Stairs at elevator	1	ls	$150,000.00	$150,000
Stairs between garage levels	1	ls	$80,000.00	$80,000
Site concrete, allowance	1	ls	$175,000.00	$175,000
Paving specialties				
Crosswalk striping	270	lf	$15.00	$4,050
Traffic signage, allowance	72,916	gsf	$0.05	$3,646

DETAIL ELEMENTS - CARRIAGE WAY

Element	Quantity	Unit	Unit Cost	Total
Miscellaneous specialties, allowance	72,916	gsf	$0.12	$8,750
Site Joint Sealants, Allowance	72,916	gsf	$0.25	$18,229
Site Improvements				
Guardrail, Brush Creek Road	425	lf	$365.00	$155,125
Signage and wayfinding, allowance	1	ls	$120,000.00	$120,000
Bike / ski racks	3	ea	$1,000.00	$3,000
Pedestrian seating / benches, allowance	1	ls	$20,000.00	$20,000
Irrigation and Landscaping				
Irrigation and landscaping, allowance	1	ls	$150,000.00	$150,000
Planter walls along stairs, assume average height 4'-0"	143	lf	$614.40	$87,859
Total - Exterior Improvements				**$1,643,255**
33 Utilities				
Mechanical Utilities				
Perimeter foundation drain	975	lf	$32.00	$31,200
Utility mobilization	1	ls	$8,000.00	$8,000
Water				
12" DIP with tees / valves	750	lf	$290.00	$217,500
6" water service with tees / valves	205	lf	$250.00	$51,250
4" water service with tees / valves	25	lf	$220.00	$5,500
Fire hydrant	2	ea	$18,000.00	$36,000
Remove and replace fire hydrant	2	ea	$12,000.00	$24,000
Sanitary sewer				
4" sanitary service	210	lf	$120.00	$25,200
Manhole, 4'	2	ea	$9,800.00	$19,600
Storm sewer				
18" RCP	455	lf	$200.00	$91,000
12" SDR 35	105	lf	$130.00	$13,650
Area inlet	4	ea	$2,500.00	$10,000
Storm curb inlet	2	ea	$10,000.00	$20,000
Manhole, 6'	3	ea	$8,800.00	$26,400
Manhole, 6' x 20'H, allowance	1	ea	$20,000.00	$20,000
Adjust cleanout / manholes	2	ea	$1,000.00	$2,000
Underslab drainage, allowance	1	ls	$20,000.00	$20,000
Gas line, trench only	280	lf	$60.00	$16,800
Electrical Utilities				
Electrical service, conduit and trench only, allowance	100	lf	$120.00	$12,000
Total - Utilities				**$650,100**

Daly Lane

SUMMARY - DALY LANE

Element		Total	Cost / SF
02	Existing Conditions	$12,505	$1.04
03	Concrete	$1,694	$0.14
04	Masonry	$50,800	$4.24
05	Metals	$1,200	$0.10
06	Wood, Plastics, And Composites		
07	Thermal And Moisture Protection	$7,529	$0.63
08	Openings	$138,880	$11.58
09	Finishes	$11,820	$0.99
10	Specialties		
11	Equipment		
12	Furnishings		
13	Special Construction		
14	Conveying Systems	$390,000	$32.51
21	Fire Suppression		
22	Plumbing	$22,160	$1.85
23	HVAC		
25	Integrated Automation		
26	Electrical	$33,330	$2.78
27	Communications	$5,184	$0.43
28	Electrical Safety And Security	$1,441	$0.12
31	Earthwork	$3,450	$0.29
32	Exterior Improvements	$10,202	$0.85
33	Utilities		
	Subtotal	$690,195	$57.54
	General Conditions 9.60%	$66,259	$5.52
	Subtotal	$756,453	$63.06
	General Requirements 1.50%	$11,347	$0.95
	Subtotal	$767,800	$64.01
	Bonds & Insurance 2.20%	$16,892	$1.41
	Subtotal	$784,692	$65.42
	Contractor's Fee 5.00%	$39,235	$3.27
	Subtotal	$823,926	$68.69
	Design Contingency 15.00%	$123,589	$10.30
	Subtotal	$947,515	$78.99
	Construction Contingency 5.00%	$47,376	$3.95
	Subtotal	$994,891	$82.94
	Architect / Engineer Fees 10.00%	$99,489	$8.29
	Subtotal	$1,094,380	$91.24
	Escalation to MOC, 05/16/26	*See Summary*	*See Summary*
TOTAL ESTIMATED CONSTRUCTION COST		**$1,094,380**	**$91.24**

Total Area: 11,995 SF

DETAIL ELEMENTS - DALY LANE

Element	Quantity	Unit	Unit Cost	Total
02 Existing Conditions				
Demolition				
Sawcut and remove hardscape	298	sf	$6.50	$1,937
Remove landscaping	1	ls	$175.00	$175
Remove planter wall	9	lf	$32.00	$288
Minor work at balconies for elevator unloading, allowance	1	ea	$2,000.00	$2,000
Surgical cut & demolition of concrete wall @ plaza for elevator unloading, allow	1	ea	$1,500.00	$1,500
Relocate storage shed	1	ls	$750.00	$750
Remove storefront	495	sf	$9.00	$4,455
Miscellaneous Demolition, Allowance	1	ls	$1,400.00	$1,400
Total - Existing Conditions				**$12,505**
03 Concrete				
Elevator Pit Slab, Assume 12"	97	sf	$12.31	$1,194
Miscellaneous Concrete, Allowance	1	ls	$500.00	$500
Total - Concrete				**$1,694**
04 Masonry				
CMU Walls, Assume 42'-0" H	788	sf	$50.00	$39,400
CMU Walls, Assume 6'-0" Below Grade	228	sf	$50.00	$11,400
Total - Masonry				**$50,800**
05 Metals				
Miscellaneous Metals, Allowance	1	ls	$1,200.00	$1,200
Total - Metals				**$1,200**
06 Wood, Plastics, And Composites				*No Work Anticipated*
Total - Wood, Plastics, And Composites				

DETAIL ELEMENTS - DALY LANE

Element	Quantity	Unit	Unit Cost	Total
07 Thermal And Moisture Protection				
Waterproofing				
Elevator pit slab & walls waterproofing, allowance	1	ls	$2,500.00	$2,500
Thermal Protection				
Thermal batt insulation, roof	97	sf'	$2.10	$204
Roofing & Siding Panels				
Singe-ply TPO roof	97	sf	$10.20	$989
Awning, Allowance	35	sf	$75.30	$2,636
Miscellaneous Flashing / Counterflashing / Sheet Metal, Allowance	1	ls	$1,200.00	$1,200
Total - Thermal And Moisture Protection				**$7,529**
08 Openings				
Exterior Glazing	868	sf	$160.00	$138,880
Total - Openings				**$138,880**
09 Finishes				
Exterior Wall Finish				
Stucco	788	sf	$15.00	$11,820
Total - Finishes				**$11,820**
10 Specialties				*No Work Anticipated*
Total - Specialties				
11 Equipment				*No Work Anticipated*
Total - Equipment				
12 Furnishings				*No Work Anticipated*
Total - Furnishings				
13 Special Construction				*No Work Anticipated*
Total - Special Construction				

DETAIL ELEMENTS - DALY LANE

Element	Quantity	Unit	Unit Cost	Total
14 Conveying Systems				
Elevators				
Replacement elevator	4	stop	$37,500.00	$150,000
Finish to interior cab, allowance	1	ea	$7,500.00	$7,500
Remove existing elevator, allowance	1	ea	$25,000.00	$25,000
Addition elevator	3	stop	$66,666.67	$200,000
Finish to interior cab, allowance	1	ea	$7,500.00	$7,500
Total - Conveying Systems				**$390,000**
21 Fire Suppression				*No Work Anticipated*
Total - Fire Suppression				
22 Plumbing				
General Plumbing Equipment				
Sand / oil interceptor, allowance	1	ea	$22,160.00	$22,160
Total - Plumbing				**$22,160**
23 HVAC				*No Work Anticipated*
Total - HVAC				
25 Integrated Automation				*No Work Anticipated*
Total - Integrated Automation				
26 Electrical				
Distribution Equipment	1	ls	$6,445.16	$6,445
200A 3P breaker, molded case				*Included Above*
HVAC and Equipment Connections	1	ls	$25,064.24	$25,064
Connection, elevator				*Included Above*
Disconnect switch, 200/3 fused N3R				*Included Above*
Equipment feeder, 200 amp				*Included Above*
Copper wire, #6 thhn				*Included Above*
Copper wire, #3/0 thhn				*Included Above*

DETAIL ELEMENTS - DALY LANE

Element	Quantity	Unit	Unit Cost	Total
Lighting and Lighting Control	1	ls	$1,820.66	$1,821
Elevator pit light				*Included Above*
Single pole switch, wp				*Included Above*
Total - Electrical				**$33,330**
27 Communications				
Voice and Data System	1	ls	$5,183.93	$5,184
Connection, elevator phone				*Included Above*
Conduit, 1 1/2" emt				*Included Above*
CAT-6a, 4 pair 23 AWG, UTP				*Included Above*
Pull box, 12x12x6 N3R				*Included Above*
Total - Communications				**$5,184**
28 Electrical Safety And Security				
Fire Alarm System				
FA interface relay	1	ls	$1,440.86	$1,441
Total - Electrical Safety And Security				**$1,441**
31 Earthwork				
Earthwork				
Field staking & layout	1	ls	$675.00	$675
Fine grading	1	ls	$1,275.00	$1,275
Erosion control	1	ls	$1,500.00	$1,500
Total - Earthwork				**$3,450**
32 Exterior Improvements				
Hardscape				
Colored concrete around renovated elevator	300	sf	$22.20	$6,660
Landscape, Allowance	1	ls	$1,000.00	$1,000
Site Walls				
Planter wall, assume 2'-0" H	7	lf	$256.00	$1,792
Miscellaneous Site Improvements, Allowance	1	ls	$750.00	$750
Total - Exterior Improvements				**$10,202**

DETAIL ELEMENTS - DALY LANE

Element	Quantity	Unit	Unit Cost	Total
33 Utilities				*No Work Anticipated*
Total - Utilities				

APPENDIX 1 - APPROACH & METHODOLOGY

Basis of Estimate

- 2022-12-02 TOSV Transit Center_75% CD - Drawings
- 2024-01-12 TOSV Transit Station Improvements
- 2024-01-12 TOSV Transit Station Improvements-Markups
- 2024-05-20 TOSV Transit Center_Concept Plans
- Architectural - Plans-SITE PLAN - LOWER LEVEL
- Architectural - Plans-SITE PLAN - UPPER LEVEL
- 3D View-BIRDS EYE - NORTH
- 3D View-BIRDS EYE - WEST
- 3D View-BIRDS EYE FROM NORTH
- 3D View-PERSPECTIVE - LOWER LEVEL ENTRANCE

Estimate Format

A component cost classification format has been used for the preparation of this estimate. It classifies costs by building system / element.

Cost Mark Ups

The following % mark ups have been included in each design option:

- General Conditions (9.60% on direct costs)
- General Requirements (1.50% compound)
- Bonds & Insurance (8.50% compound)
- Contractor's Fee (5.00% compound)
- Design Contingency (15.00% compound)
- Construction Contingency (5.00% compound)
- Architect / Engineer Fees (10.00% compound)
- Escalation to MOC, 05/16/26 (9.03% compound)

Escalation

All subcontract prices herein are reflective of current bid prices. Escalation has been included on the summary level to the stated mid point of construction.

Design Contingency

An allowance of 15.00% for undeveloped design details has been included in this estimate. As the design of each system is further developed, details which historically increase cost become apparent and must be incorporated into the estimate while decreasing the % burden.

Construction Contingency

It is prudent for all program budgets to include an allowance for change orders which occur during the construction phase. These change orders normally increase the cost of the project. It is recommended that a 5.00% construction contingency is carried in this respect.

Construction Schedule

Costs included herein have been based upon a construction period of 27 months. Any costs for excessive overtime to meet accelerated schedule milestone dates are not included in this estimate.

Method of Procurement

The estimate is based on a CM at Risk delivery model.

Bid Conditions

This estimate has been based upon competitive bid situations (minimum of 3 bidders) for all items of subcontracted work.

Basis For Quantities

Wherever possible, this estimate has been based upon the actual measurement of different items of work. For the remaining items, parametric measurements were used in conjunction with other projects of a similar nature.

APPENDIX 1 - APPROACH & METHODOLOGY

Basis for Unit Costs

Unit costs as contained herein are based on current bid prices in Snowmass Village, CO. Sub overheads and profit are included in each line item unit cost. Their overhead and profit covers each sub's cost for labor burden, materials, and equipment, sales taxes, field overhead, home office overhead, and profit. The general contractor's overhead is shown separately on the master summary.

Sources for Pricing

This estimate was prepared by a team of qualified cost consultants experienced in estimating construction costs at all stages of design. These consultants have used pricing data from Cumming's database for renovation construction, updated to reflect current conditions in Snowmass Village, CO.

Key Exclusions

The following items have been excluded from our estimate:
- Project Soft Costs
- Night & Weekend Work
- Work Outside of the Elevator Renovation & Addition at Daly Lane
- Removal / Relocation of Site Furnishings / Specialties
- Conditioned Air & Plumbing in Enclosed Rooms
- Third Party Testing and Inspections
- Building Permit Plan & Check Fees
- Third Party Commissioning

Items Affecting Cost Estimate

Items which may change the estimated construction cost include, but are not limited to:
- Modifications to the scope of work included in this estimate.
- Unforeseen sub-surface conditions.
- Restrictive technical specifications or excessive contract conditions.
- Any specified item of material or product that cannot be obtained from 3 sources.
- Any other non-competitive bid situations.
- Bids delayed beyond the projected schedule.

Statement of Probable Cost

Cumming has no control over the cost of labor and materials, the general contractor's or any subcontractor's method of determining prices, or competitive bidding and market conditions. This estimate is made on the basis of the experience, qualifications, and best judgement of a professional consultant familiar with the construction industry. Cumming, however, cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this or subsequent cost estimates.

Cumming's staff of professional cost consultants has prepared this estimate in accordance with generally accepted principles and practices. This staff is available to discuss its contents with any interested party.

Pricing reflects probable construction costs obtainable in the project locality on the target dates specified and is a determination of fair market value for the construction of this project. The estimate is not a prediction of low bid. Pricing assumes competitive bidding for every portion of the construction work for all sub and general contractors with a range of 3 - 4 bidders for all items of work. Experience and research indicates that a fewer number of bidders may result in higher bids. Conversely, an increased number of bidders may result in more competitive bid day responses.

APPENDIX 1 - APPROACH & METHODOLOGY

COVID-19 Disclosure

The outbreak of the novel Coronavirus (COVID-19), declared by the World Health Organization as a "Global Pandemic" on 11 March 2020, has impacted global financial markets.

Market activity is being impacted in many sectors and circumstances remain very fluid and variable in different jurisdictions. Accordingly, as of this date, we are concerned with the market related impacts on the deliverables we are furnishing to you as part of our Services including cost estimates, budgets, and schedules ("Deliverable(s)"). Indeed, the current response to this pandemic means that we are faced with an unprecedented set of circumstances on which to base a judgement of the effects on the availability of labor, materials, and access and other impacts, although we are monitoring those on a continuing basis. Particularly including productivity impacts as a result of the CDC directives regarding social distancing.

Our Deliverables must be regarded with a degree of 'material uncertainty, – and a higher degree of caution – than would normally be the case. Given the unknown future impact that the COVID-19 pandemic might have on the construction and real estate markets, we recommend that you keep the Deliverables of this project under frequent review. For your information, we have not added or considered a COVID19 additional contingency within this Deliverable"

Recommendations

Cumming recommends that the Owner and the Architect carefully review this entire document to ensure it reflects their design intent. Requests for modifications of any apparent errors or omissions to this document must be made to Cumming within ten days of receipt of this estimate. Otherwise, it will be assumed that its contents have been reviewed and accepted. If the project is over budget or there are unresolved budget issues, alternate systems / schemes should be evaluated before proceeding into further design phases.

It is recommended that there are preparations of further cost estimates throughout design by Cumming to determine overall cost changes since the preparation of this preliminary estimate. These future estimates will have detailed breakdowns indicating materials by type, kind, and size, priced by their respective units of measure.

Town of Snowmass Transit Center Rev2

Rough Order Of Magnitude

June 11, 2024

CUMMING GROUP

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EXECUTIVE SUMMARY

1.1 Introduction

This estimate has been prepared, pursuant to an agreement between SEH and Cumming, for the purpose of establishing a probable cost of construction at the rough order of magnitude stage.

The project scope encompasses renovation of bus stops located on Daly Lane and Carriage Way with the addition of 2-level transit center on Carriage Way for the Snowmass mall.

1.2 Project Schedule

	Start	Finish	Duration
Construction	Apr-25	Jul-28	40 months

1.3 Key Assumptions & Exclusions

This document should be read in association with Appendix 1 which outlines approach and cost management methodology. Key assumptions include:

Key Assumptions

- CM@Risk
- Single Phase Construction
- **Anticipated Construction Start Date April 2025**
- **Anticipated Construction Duration of 40 Months**
- 150 LF Distance for Power to the Daly Lane Elevator
- Phasing is Included and Assumed Phases are Consecutive

Key Exclusions

- Project Soft Costs
- Night & Weekend Work
- Work Outside of the Elevator Renovation & Addition at Daly Lane
- Removal / Relocation of Site Furnishings / Specialties
- Conditioned Air & Plumbing in Enclosed Rooms
- Third Party Testing and Inspections
- Building Permit Plan & Check Fees
- Third Party Commissioning

SUMMARY

Element	Area	Cost / SF	Total
Carriage Way	72,916	$524.30	$38,229,695
Escalation to MOC, 11/29/26	11.76%		$4,496,236
Total Estimated Construction Cost	**72,916**	**$585.96**	**$42,725,932**
Daly Lane	11,995	$96.62	$1,158,903
Escalation to MOC, 11/29/26	11.76%		$136,300
Total Estimated Construction Cost	**11,995**	**$107.98**	**$1,295,203**

SUMMARY MATRIX

Element		Carriage Way 72,916 SF Total	Carriage Way 72,916 SF Cost/SF	Daly Lane 11,995 SF Total	Daly Lane 11,995 SF Cost/SF	Overall Totals Total	Overall Totals Cost/SF
01 General Requirements		$567,482	$7.78			$567,482	$6.68
02 Existing Conditions		$368,504	$5.05	$12,505	$1.04	$381,009	$4.49
03 Concrete		$8,312,612	$114.00	$1,694	$0.14	$8,314,306	$97.92
04 Masonry		$812,215	$11.14	$50,800	$4.24	$863,015	$10.16
05 Metals		$538,448	$7.38	$1,200	$0.10	$539,648	$6.36
06 Wood, Plastics, And Composites		$321,143	$4.40			$321,143	$3.78
07 Thermal And Moisture Protection		$958,984	$13.15	$7,529	$0.63	$966,513	$11.38
08 Openings		$80,548	$1.10	$138,880	$11.58	$219,428	$2.58
09 Finishes		$148,843	$2.04	$11,820	$0.99	$160,663	$1.89
10 Specialties		$36,901	$0.51			$36,901	$0.43
11 Equipment							
12 Furnishings							
13 Special Construction		$72,270	$0.99			$72,270	$0.85
14 Conveying Systems		$418,500	$5.74	$390,000	$32.51	$808,500	$9.52
21 Fire Suppression		$192,710	$2.64			$192,710	$2.27
22 Plumbing		$1,854,625	$25.44	$22,160	$1.85	$1,876,785	$22.10
23 HVAC		$946,149	$12.98			$946,149	$11.14
25 Integrated Automation		$22,538	$0.31			$22,538	$0.27
26 Electrical		$913,507	$12.53	$33,330	$2.78	$946,837	$11.15
27 Communications		$83,600	$1.15	$5,184	$0.43	$88,784	$1.05
28 Electrical Safety And Security		$77,530	$1.06	$1,441	$0.12	$78,971	$0.93
31 Earthwork		$3,747,554	$51.40	$3,450	$0.29	$3,751,004	$44.18
32 Exterior Improvements		$1,643,255	$22.54	$10,202	$0.85	$1,653,457	$19.47
33 Utilities		$650,100	$8.92			$650,100	$7.66
Subtotal Cost		$22,768,017	$312.25	$690,195	$57.54	$23,458,212	$276.27
General Conditions	14.2%	$3,221,674	$44.18	$97,663	$8.14	$3,319,337	$39.09
General Requirements	3.2%	$831,670	$11.41	$25,211	$2.10	$856,882	$10.09
Bonds & Insurance	8.5%	$590,070	$8.09	$17,888	$1.49	$607,957	$7.16
Contractor's Fee	5.0%	$1,370,572	$18.80	$41,548	$3.46	$1,412,119	$16.63
Design Contingency	15.0%	$4,317,300	$59.21	$130,876	$10.91	$4,448,176	$52.39
Construction Contingency	5.0%	$1,654,965	$22.70	$50,169	$4.18	$1,705,134	$20.08
Architect / Engineer Fees	10.0%	$3,475,427	$47.66	$105,355	$8.78	$3,580,782	$42.17
Escalation to MOC, 11/29/26	11.8%	See Summary		See Summary		See Summary	
Total Estimated Construction Cost		**$38,229,695**	**$524.30**	**$1,158,903**	**$96.62**	**$39,388,599**	**$463.88**

SCHEDULE OF AREAS AND CONTROL QUANTITIES

Schedule of Areas	Carriage Way	Daly Lane	SF
Site Renovation	72,916	11,995	84,911

Carriage Way

SUMMARY - CARRIAGE WAY

Element		Total	Cost / SF
02	Existing Conditions	$368,504	$5.05
03	Concrete	$8,312,612	$114.00
04	Masonry	$812,215	$11.14
05	Metals	$538,448	$7.38
06	Wood, Plastics, And Composites	$321,143	$4.40
07	Thermal And Moisture Protection	$958,984	$13.15
08	Openings	$80,548	$1.10
09	Finishes	$148,843	$2.04
10	Specialties	$36,901	$0.51
11	Equipment		
12	Furnishings		
13	Special Construction	$72,270	$0.99
14	Conveying Systems	$418,500	$5.74
21	Fire Suppression	$192,710	$2.64
22	Plumbing	$1,854,625	$25.44
23	HVAC	$946,149	$12.98
25	Integrated Automation	$22,538	$0.31
26	Electrical	$913,507	$12.53
27	Communications	$83,600	$1.15
28	Electrical Safety And Security	$77,530	$1.06
31	Earthwork	$3,747,554	$51.40
32	Exterior Improvements	$1,643,255	$22.54
	Subtotal	$22,768,017	$312.25
	General Conditions 14.15%	$3,221,674	$44.18
	Subtotal	$25,989,691	$356.43
	General Requirements 3.20%	$831,670	$11.41
	Subtotal	$26,821,361	$367.84
	Bonds & Insurance 2.20%	$590,070	$8.09
	Subtotal	$27,411,431	$375.93
	Contractor's Fee 5.00%	$1,370,572	$18.80
	Subtotal	$28,782,003	$394.73
	Design Contingency 15.00%	$4,317,300	$59.21
	Subtotal	$33,099,303	$453.94
	Construction Contingency 5.00%	$1,654,965	$22.70
	Subtotal	$34,754,269	$476.63
	Architect / Engineer Fees 10.00%	$3,475,427	$47.66
	Subtotal	$38,229,695	$524.30
	Escalation to MOC, 11/29/26	*See Summary*	*See Summary*
TOTAL ESTIMATED CONSTRUCTION COST		**$38,229,695**	**$524.30**

Total Area: 72,916 SF

DETAIL ELEMENTS - CARRIAGE WAY

Element	Quantity	Unit	Unit Cost	Total
01 General Requirements				
Weather Conditions, Garage, Allowance	30,338	gsf	$4.00	$121,352
Weather Conditions, Building Structures, Allowance	5,302	gsf	$20.00	$106,040
General Labor	5,638	hrs	$55.00	$310,090
Hoisting	1	ls	$30,000.00	$30,000
Total - General Requirements				**$567,482**
02 Existing Conditions				
Demolition				
Bus shelter and lockers	1	ls	$8,000.00	$8,000
Sawcut and remove asphalt	26,200	sf	$1.40	$36,680
Sawcut and remove concrete pavement, assume 9" thick	17,600	sf	$9.50	$167,200
Sawcut and remove concrete sidewalks, assume 5" thick	4,000	sf	$6.50	$26,000
Remove curb & gutter	900	lf	$25.00	$22,500
Remove street light bases	4	ea	$700.00	$2,800
Remove roadway railing	190	lf	$14.00	$2,660
Remove retaining wall	170	lf	$130.00	$22,100
Remove trees	60	ea	$475.00	$28,500
Remove fence	60	lf	$10.00	$600
Remove median	740	sf	$2.50	$1,850
Remove signs	19	ea	$150.00	$2,850
Remove metal joint cover	43	lf	$12.00	$516
Remove storm manholes	3	ea	$1,600.00	$4,800
Remove storm pipe	380	lf	$30.00	$11,400
Remove hot water supply handhole	2	ea	$800.00	$1,600
Remove hot water supply line	180	lf	$20.00	$3,600
Remove water service line	395	lf	$20.00	$7,900
Abandon gas line in place, allowance	1	ls	$1,000.00	$1,000
Remove hydrant	1	ea	$800.00	$800
Remove stairs & concrete, allowance	1	ls	$4,500.00	$4,500
Remove planter wall	88	lf		*Included Above*
Remove landscaping	511	sf		*Included Above*
Remove landscaping, allowance	1	ls	$300.00	$300
Remove wood shingle roof & substrate, assume 4:12 slope	1,551	sf	$1.57	$2,429
Remove concrete steps	24	lf	$19.20	$461
Remove exterior door	1	ea	$80.40	$80
Remove exterior glazing, assume 10'-0" H	60	sf	$6.00	$360
Remove interior stairs	27	lf	$19.20	$518
Miscellaneous Demolition, Allowance	1	ls	$6,500.00	$6,500
Total - Existing Conditions				**$368,504**

DETAIL ELEMENTS - CARRIAGE WAY

Element	Quantity	Unit	Unit Cost	Total
03 Concrete				
Foundation Footings and Walls, Allowance	30,338	gsf	$88.00	$2,669,744
Garage Slabs, Allowance	30,338	gsf	$98.00	$2,973,124
Concrete Specialties, Allowance	30,338	gsf	$20.00	$606,760
Drilled Piers, Complete, Allowance	30,338	gsf	$68.00	$2,062,984
Total - Concrete				**$8,312,612**
04 Masonry				
CMU Walls	1,340	sf	$50.00	$67,000
Stone				
Stone veneer, assume 75% of building enclosure walls	4,347	sf	$55.00	$239,085
Stone veneer, garage columns	4,760	sf	$55.00	$261,800
Stone veneer, elevator tower	1,050	sf	$55.00	$57,750
Precast column caps, garage	343	sf	$60.00	$20,580
Panels at garage perimeter / center opening and bridge, allowance	2,800	sf	$55.00	$154,000
Precast trim, allowance	1	ls	$12,000.00	$12,000
Total - Masonry				**$812,215**
05 Metals				
Structural Steel				
Roof framing allowance, assume 10 psf at Guest Services	2	tn	$4,980.00	$11,952
Roof framing allowance, assume 10 psf at Restrooms	5	tn	$4,980.00	$22,908
Roof framing allowance, assume 10 psf at MEP	4	tn	$4,980.00	$19,920
Roof framing allowance, assume 10 psf at Transportation Office	3	tn	$4,980.00	$14,691
Roof framing allowance, assume 10 psf at Driver Break	3	tn	$4,980.00	$13,073
Roof framing allowance, assume 10 psf at Shelter / Waiting	9	tn	$4,980.00	$46,762
Elevator tower, allowance	1	ls	$15,000.00	$8,175
Metal decking, allowance	5,302	sf	$6.90	$36,584
Bridge, allowance	558	sf	$500.00	$279,000
Miscellaneous Metals				
Stair railings	116	lf	$300.00	$34,800
Bollards	30	ea	$1,200.00	$36,000
Miscellaneous metals, allowance	72,916	gsf	$0.20	$14,583
Total - Metals				**$538,448**
06 Wood, Plastics, And Composites				
Rough Carpentry				
Exterior wall sheathing	7,105	sf	$3.54	$25,152
Roof sheathing	5,302	sf	$3.54	$18,769
Backing / blocking	1	ls	$1,500.00	$1,500

DETAIL ELEMENTS - CARRIAGE WAY

Element	Quantity	Unit	Unit Cost	Total
Finish Carpentry				
Cementitious board & batten siding, Hardi-board - assume 20% of building enclosure walls	1,159	sf	$22.50	$26,082
Wall framing, soffits, fascia, timbers	1	ls	$225,000.00	$225,000
Millwork				
Break room cabinets	22	lf	$440.00	$9,680
Office cabinets	16	lf	$440.00	$7,040
Guest services cabinets	18	lf	$440.00	$7,920
Total - Wood, Plastics, And Composites				**$321,143**
07 Thermal And Moisture Protection				
Waterproofing				
Waterproofing, foundations	1	ls	$40,000.00	$40,000
Waterproofing, one-sided wall forms	6,530	sf	$15.00	$97,950
Waterproofing, Brush Creek Road retaining wall	6,546	sf	$5.00	$32,730
Waterproofing, garage platform	30,338	sf	$14.00	$424,732
Thermal Protection				
Thermal batt insulation, exterior wall	5,765	sf	$2.10	$12,107
Sound batt insulation, interior wall	2,525	sf	$1.15	$2,904
Rigid insulation, exterior wall	5,765	sf	$3.90	$22,484
Weather Barriers				
Air & vapor barrier, fluid-applied membrane, exterior wall	5,765	sf	$6.60	$38,049
Membrane Roofing System				
PVC, mechanical fastened, 60 mil	5,302	sf	$45.00	$238,590
High temp ice & water shield				*Included*
Backside of perimeter wall, 30"				*Included*
Metal flashings				*Included*
Flashing and Sheetmetal				
Sheetmetal flashing and trim, allowance	30,338	gsf	$0.50	$15,169
Expansion joints, allowance	1	ls	$10,000.00	$10,000
Joint Sealants and Caulking, Allowance	30,338	gsf	$0.80	$24,270
Total - Thermal And Moisture Protection				**$958,984**
08 Openings				
Exterior Doors				
Single HM door in HM frame incl. hardware	10	ea	$2,450.00	$24,500
Single WD door with full vision lite incl. hardware at improved entry	1	ea	$2,000.00	$2,000
Exterior Glazing				
Exterior glazing, assume 5% of building enclosure walls	290	sf	$160.00	$46,368
Exterior glazing at improved entry	48	sf	$160.00	$7,680
Total - Openings				**$80,548**

DETAIL ELEMENTS - CARRIAGE WAY

Element	Quantity	Unit	Unit Cost	Total
09 Finishes				
Exterior Walls				*w/ Division 06*
Gypsum board				
Gypsum board, interior of exterior	5,765	sf	$3.42	$19,716
Interior Partitions				
Metal studs				
3 5/8"	2,525	sf	$12.24	$30,906
Gypsum board				
5/8" gypsum board, finished	5,050	sf	$3.42	$17,271
Floor Finishes				
Carpet, existing building rework	78	sf	$5.40	$421
Guest Services flooring	480	sf	$12.00	$5,760
Transportation Office flooring	590	sf	$5.40	$3,186
MEP, sealed concrete	800	sf	$2.15	$1,720
Rubber base	525	lf	$2.40	$1,260
Painting & Coating				
Epoxy paint in restrooms	2,280	sf	$3.36	$7,661
Paint doors and frames, per leaf	10	ea	$130.36	$1,304
Miscellaneous Finishes				
Building structures, allowance	5,860	gsf	$5.00	$29,300
Garage, allowance	30,338	gsf	$1.00	$30,338
Total - Finishes				**$148,843**
10 Specialties				
Signage				
Code-compliant signage				
Restroom Specialties				
ADA stall	4	ea	$1,200.00	$4,800
Standard stall	8	ea	$1,000.00	$8,000
Hand dryers	6	ea	$1,200.00	$7,200
Mirror	80	sf	$38.40	$3,072
Grab bars	12	ea	$219.02	$2,628
Coat hook	12	ea	$31.82	$382
Paper towel dispenser combo unit, recessed	4	ea	$407.44	$1,630
Sanitary napkin disposal	12	ea	$203.72	$2,445
Seat cover dispenser	12	ea	$152.34	$1,828
Soap dispenser	8	ea	$104.02	$832
Toilet paper dispenser	12	ea	$90.32	$1,084
Baby changing station	2	ea	$1,500.00	$3,000
Total - Specialties				**$36,901**

DETAIL ELEMENTS - CARRIAGE WAY

Element	Quantity	Unit	Unit Cost	Total
11 Equipment				*No Work Anticipated*
Total - Equipment				
12 Furnishings				
Window Coverings				*No Work Anticipated*
Total - Furnishings				
13 Special Construction				
Solar PV System	24	kW	$3,000.00	$72,270
Total - Special Construction				**$72,270**
14 Conveying Systems				
Elevators				
Elevator, 2-stop	3	ea	$132,000.00	$396,000
Finish to interior cab, allowance	3	ea	$7,500.00	$22,500
Total - Conveying Systems				**$418,500**
21 Fire Suppression				
Fire Sprinkler System				
Garage, allowance	30,338	gsf	$5.00	$151,690
Building structures, allowance	5,860	gsf	$7.00	$41,020
Total - Fire Suppression				**$192,710**
22 Plumbing				
General Plumbing Equipment				
Electric water heater, under counter	8	ea	$1,259.00	$10,072
1-1/2" backflow preventer	2	ea	$936.50	$1,873
1-1/2" water meter	2	ea	$880.70	$1,761
Sanitary Fixtures				
Water closet, WC-1, wall, sensor FV	8	ea	$1,784.00	$14,272
Water closet, WC-2, wall, sensor FV	4	ea	$1,840.00	$7,360
Urinal, UR-2, sensor FV	2	ea	$1,720.00	$3,440
Lavatory, L-1, 2 basin integral counter, sensor faucet	4	ea	$3,547.00	$14,188
Floor drain, FD-1	4	ea	$690.80	$2,763

DETAIL ELEMENTS - CARRIAGE WAY

Element	Quantity	Unit	Unit Cost	Total
Hose bibb, HB-1	4	ea	$151.60	$606
Trap primer valve	4	ea	$154.60	$618
Water hammer arrestor, 11 fixtures	14	ea	$138.90	$1,945
Rough-Ins				
Complete rough-in per fixture	18	ea	$3,496.00	$62,928
Rough-in at floor sink or floor drain	4	ea	$408.80	$1,635
Domestic Cold Water				
Domestic cold water piping	920	sf	$8.00	$7,360
Domestic Hot Water				
Domestic hot water piping	920	sf	$8.00	$7,360
Waste Piping				
Waste piping, allowance	920	sf	$8.00	$7,360
Vent Piping				
Vent piping, allowance	920	sf	$8.00	$7,360
Connect to existing, waste only	2	ea	$1,593.00	$3,186
Roof Drainage				
Roof drainage, allowance for building structures	5,860	sf	$2.86	$16,760
Condensate Drainage				
Trap and equipment connect	4	ea	$440.50	$1,762
3/4" pipe, cu type M, in bldg	100	lf	$35.85	$3,585
Pipe insulation, 3/4"	100	lf	$10.52	$1,052
Natural Gas				
Natural gas, allowance	920	sf	$2.50	$2,300
Rough-in / connect at boiler	2	ea	$1,382.00	$2,764
Connect to radiant heaters units	4	ea	$415.90	$1,664
Garage Drains & S/O Interceptor, Allowance	1	ls	$340,000.00	$340,000
Snow Melt Piping System, Allowance	47,973	sf	$25.00	$1,199,325
Additional Plumbing Requirements				
Test / clean plumbing	31	hr	$97.04	$3,008
Start-up / check-out	31	hr	$116.45	$3,610
Commissioning assist	31	hr	$102.15	$3,167
Access panels	18	ea	$218.50	$3,933
Seismic bracing	920	sf	$2.00	$1,840
Penetrations and firestopping for plumbing	30,338	gsf	$0.75	$22,754
Miscellaneous plumbing, allowance	30,338	gsf	$3.00	$91,014
Total - Plumbing				**$1,854,625**

23 HVAC

Heating Hot Water Equipment				
Hot water boiler, gas fired	12,000	mbh	$35.16	$421,920
Boiler stack, 10"	40	lf	$302.00	$12,080
HW pump, end suction, 3 hp, 150 gpm	1	ea	$4,661.00	$4,661
HW chemical treatment	12,000	mbh	$4.00	$48,000
Hot Water Distribution				
Coil connection KIT	10	ea	$1,078.00	$10,780
Connect to existing	1	ea	$786.00	$786

DETAIL ELEMENTS - CARRIAGE WAY

Element	Quantity	Unit	Unit Cost	Total
HHW distribution, allowance	47,973	sf	$3.94	$189,014
Air-Side Equipment				
DX Fan coils / splits				
Split AC, ductless, wall, 0.75 ton, 300 cfm	5	ea	$3,632.00	$18,160
Refrigerant line set for split system	5	ea	$1,184.00	$5,920
Radiators				
Gas unit heater	5	ea	$2,639.00	$13,195
Fans				
Exhaust fans	300	cfm	$2.18	$654
Additional HVAC Requirements				
Test / balance HVAC	80	hr	$105.19	$8,415
Start-up / check-out	80	hr	$95.63	$7,650
Commissioning assist	80	hr	$95.63	$7,650
MEP coordination	80	hr	$95.63	$7,650
Seismic bracing	30,338	gsf	$0.50	$15,169
Penetrations and firestopping	30,338	gsf	$0.75	$22,754
Miscellaneous HVAC, allowance	30,338	gsf	$5.00	$151,690
Total - HVAC				**$946,149**
25 Integrated Automation				
DDC Controls				
DDC controls, boiler	1	ea	$16,392.00	$16,392
DDC controls, pump	1	ea	$6,146.40	$6,146
Total - Integrated Automation				**$22,538**
26 Electrical				
Electrical Service, Allowance	1	ls	$82,000.00	$82,000
Temporary power	1	ls	$10,000.00	$10,000
HVAC and Equipment Connections	1	ls	$25,000.00	$25,000
Connection boiler				*Included Above*
Connection, exhaust fan				*Included Above*
Disconnect switch, 60/3 fused N3R				*Included Above*
Equipment feeder, 30 amp				*Included Above*
Equipment feeder, 60 amp				*Included Above*
Elevators	1	ls	$75,192.00	$75,192
Connection, elevator				*Included Above*
Disconnect switch, 200/3 fused N3R				*Included Above*
Equipment feeder, 200 amp				*Included Above*
Copper wire, #6 thhn				*Included Above*
Copper wire, #3/0 thhn				*Included Above*
Convenience Power	5,860	sf	$9.00	$52,740
Duplex receptacle, 20 amp GFCI				*Included Above*
Double duplex receptacle, 20 amp GFCI				*Included Above*

DETAIL ELEMENTS - CARRIAGE WAY

Element	Quantity	Unit	Unit Cost	Total
Double duplex receptacle, 20 amp GFCI wp				*Included Above*
Branch power, 20 amp				*Included Above*
Lighting and Lighting Control	5,860	sf	$20.00	$117,200
Vanity light				*Included Above*
Restroom lighting				*Included Above*
MEP room lighting				*Included Above*
Transportation office lighting				*Included Above*
Low voltage switch				*Included Above*
Lighting branch power, fixtures				*Included Above*
Lighting branch power, controls				*Included Above*
Conduit, 3/4" emt				*Included Above*
Lighting control cable				*Included Above*
Site / Garage Lighting, Allowance	1	ls	$170,000.00	$170,000
EV Charging Equipment	1	ls	$220,000.00	$220,000
Demolition	1	ls	$8,824.32	$8,824
Salvage to owner - street lights				*Included Above*
General Conditions / General Requirements				
Start-up, third party testing, commissioning assist, labels, firestopping, pipe penetrations, seismic and misc	1	ls	$152,551.09	$152,551
Total - Electrical				**$913,507**

27 Communications

Voice and Data System				
Structured cabling, allowance	5,860	sf	$10.00	$58,600
Audio-Visual System, Allowance	1	ls	$25,000.00	$25,000
Total - Communications				**$83,600**

28 Electrical Safety And Security

Surveillance and Security System, Allowance	1	ls	$20,000.00	$20,000
Fire Alarm System	1	ls	$57,529.68	$57,530
FA smoke detector				*Included Above*
FA strobe unit, wall mount				*Included Above*
Pre test existing system prior to construction, allowance				*Included Above*
Programming after new installation, allowance				*Included Above*
Final testing and other tie in, allowance				*Included Above*
Conduit, 3/4" emt				*Included Above*
Fire alarm cable rated, 4C				*Included Above*
Total - Electrical Safety And Security				**$77,530**

DETAIL ELEMENTS - CARRIAGE WAY

Element	Quantity	Unit	Unit Cost	Total
31 Earthwork				
Site Preparation				
Mobilization / demobilization	1	ls	$140,000.00	$140,000
Construction surveying, allowance	1	ls	$70,000.00	$70,000
Shoring, allowance	1	ls	$680,000.00	$680,000
Temporary dewatering, allowance				*Excluded*
Clear and grub Brush Creek hillside	1	ls	$18,000.00	$18,000
Protect trees	6	ea	$250.00	$1,500
Wood-framed sound wall	50	lf	$175.00	$8,750
Traffic control, allowance	1	ls	$120,000.00	$120,000
Building Earthwork				
Mass excavation	18,200	cy	$9.00	$163,800
Haul off, allowance	18,200	cy	$30.00	$546,000
Rock excavation, allowance	2,000	cy	$40.00	$80,000
Crane pad	1	ls	$5,000.00	$5,000
Structural excavation and haul off, allowance	13,000	cy	$39.00	$507,000
Backfill w/ onsite material, allowance	6,500	cy	$25.00	$162,500
Import backfill, allowance	6,500	cy	$50.00	$325,000
Fine grading	30,550	sf	$2.50	$8,554
Site Earthwork, Allowance	72,916	gsf	$12.00	$874,992
Parking Lot 5				*Existing to Remain*
Erosion Control, Allowance	72,916	gsf	$0.50	$36,458
Total - Earthwork				**$3,747,554**
32 Exterior Improvements				
Bases, Ballast, and Paving				
Asphalt paving				
Remove and replace existing asphalt trail	385	sf	$5.30	$2,040
Asphalt patch	185	sf	$8.35	$1,545
Concrete paving				
Heavy duty concrete, 9", roadways	15,385	sf	$25.00	$384,625
Curbs, gutters, sidewalks				
Concrete sidewalk, 5"	1,800	sf	$13.20	$23,760
Curb and gutter	1,600	lf	$58.00	$92,800
Colored concrete	3,648	sf	$22.20	$80,986
Landing	155	sf	$22.20	$3,441
Steps	295	lf	$76.20	$22,479
1-pipe guardrail	91	lf	$120.00	$10,920
Grand stairs, allowance	1	ls	$45,000.00	$45,000
Stairs at elevator	1	ls	$150,000.00	$150,000
Stairs between garage levels	1	ls	$80,000.00	$80,000
Site concrete, allowance	1	ls	$175,000.00	$175,000
Paving specialties				
Crosswalk striping	270	lf	$15.00	$4,050
Traffic signage, allowance	72,916	gsf	$0.05	$3,646

DETAIL ELEMENTS - CARRIAGE WAY

Element	Quantity	Unit	Unit Cost	Total
Miscellaneous specialties, allowance	72,916	gsf	$0.12	$8,750
Site Joint Sealants, Allowance	72,916	gsf	$0.25	$18,229
Site Improvements				
Guardrail, Brush Creek Road	425	lf	$365.00	$155,125
Signage and wayfinding, allowance	1	ls	$120,000.00	$120,000
Bike / ski racks	3	ea	$1,000.00	$3,000
Pedestrian seating / benches, allowance	1	ls	$20,000.00	$20,000
Irrigation and Landscaping				
Irrigation and landscaping, allowance	1	ls	$150,000.00	$150,000
Planter walls along stairs, assume average height 4'-0"	143	lf	$614.40	$87,859
Total - Exterior Improvements				**$1,643,255**
33 Utilities				
Mechanical Utilities				
Perimeter foundation drain	975	lf	$32.00	$31,200
Utility mobilization	1	ls	$8,000.00	$8,000
Water				
12" DIP with tees / valves	750	lf	$290.00	$217,500
6" water service with tees / valves	205	lf	$250.00	$51,250
4" water service with tees / valves	25	lf	$220.00	$5,500
Fire hydrant	2	ea	$18,000.00	$36,000
Remove and replace fire hydrant	2	ea	$12,000.00	$24,000
Sanitary sewer				
4" sanitary service	210	lf	$120.00	$25,200
Manhole, 4'	2	ea	$9,800.00	$19,600
Storm sewer				
18" RCP	455	lf	$200.00	$91,000
12" SDR 35	105	lf	$130.00	$13,650
Area inlet	4	ea	$2,500.00	$10,000
Storm curb inlet	2	ea	$10,000.00	$20,000
Manhole, 6'	3	ea	$8,800.00	$26,400
Manhole, 6' x 20'H, allowance	1	ea	$20,000.00	$20,000
Adjust cleanout / manholes	2	ea	$1,000.00	$2,000
Underslab drainage, allowance	1	ls	$20,000.00	$20,000
Gas line, trench only	280	lf	$60.00	$16,800
Electrical Utilities				
Electrical service, conduit and trench only, allowance	100	lf	$120.00	$12,000
Total - Utilities				**$650,100**

Daly Lane

SUMMARY - DALY LANE

Element		Total	Cost / SF
02	Existing Conditions	$12,505	$1.04
03	Concrete	$1,694	$0.14
04	Masonry	$50,800	$4.24
05	Metals	$1,200	$0.10
06	Wood, Plastics, And Composites		
07	Thermal And Moisture Protection	$7,529	$0.63
08	Openings	$138,880	$11.58
09	Finishes	$11,820	$0.99
10	Specialties		
11	Equipment		
12	Furnishings		
13	Special Construction		
14	Conveying Systems	$390,000	$32.51
21	Fire Suppression		
22	Plumbing	$22,160	$1.85
23	HVAC		
25	Integrated Automation		
26	Electrical	$33,330	$2.78
27	Communications	$5,184	$0.43
28	Electrical Safety And Security	$1,441	$0.12
31	Earthwork	$3,450	$0.29
32	Exterior Improvements	$10,202	$0.85
33	Utilities		
	Subtotal	$690,195	$57.54
	General Conditions 14.15%	$97,663	$8.14
	Subtotal	$787,857	$65.68
	General Requirements 3.20%	$25,211	$2.10
	Subtotal	$813,069	$67.78
	Bonds & Insurance 2.20%	$17,888	$1.49
	Subtotal	$830,956	$69.28
	Contractor's Fee 5.00%	$41,548	$3.46
	Subtotal	$872,504	$72.74
	Design Contingency 15.00%	$130,876	$10.91
	Subtotal	$1,003,379	$83.65
	Construction Contingency 5.00%	$50,169	$4.18
	Subtotal	$1,053,548	$87.83
	Architect / Engineer Fees 10.00%	$105,355	$8.78
	Subtotal	$1,158,903	$96.62
	Escalation to MOC, 11/29/26	*See Summary*	*See Summary*
TOTAL ESTIMATED CONSTRUCTION COST		**$1,158,903**	**$96.62**

Total Area: 11,995 SF

DETAIL ELEMENTS - DALY LANE

Element	Quantity	Unit	Unit Cost	Total
02 Existing Conditions				
Demolition				
Sawcut and remove hardscape	298	sf	$6.50	$1,937
Remove landscaping	1	ls	$175.00	$175
Remove planter wall	9	lf	$32.00	$288
Minor work at balconies for elevator unloading, allowance	1	ea	$2,000.00	$2,000
Surgical cut & demolition of concrete wall @ plaza for elevator unloading, allow	1	ea	$1,500.00	$1,500
Relocate storage shed	1	ls	$750.00	$750
Remove storefront	495	sf	$9.00	$4,455
Miscellaneous Demolition, Allowance	1	ls	$1,400.00	$1,400
Total - Existing Conditions				**$12,505**
03 Concrete				
Elevator Pit Slab, Assume 12"	97	sf	$12.31	$1,194
Miscellaneous Concrete, Allowance	1	ls	$500.00	$500
Total - Concrete				**$1,694**
04 Masonry				
CMU Walls, Assume 42'-0" H	788	sf	$50.00	$39,400
CMU Walls, Assume 6'-0" Below Grade	228	sf	$50.00	$11,400
Total - Masonry				**$50,800**
05 Metals				
Miscellaneous Metals, Allowance	1	ls	$1,200.00	$1,200
Total - Metals				**$1,200**
06 Wood, Plastics, And Composites				*No Work Anticipated*
Total - Wood, Plastics, And Composites				

DETAIL ELEMENTS - DALY LANE

Element	Quantity	Unit	Unit Cost	Total
07 Thermal And Moisture Protection				
Waterproofing				
Elevator pit slab & walls waterproofing, allowance	1	ls	$2,500.00	$2,500
Thermal Protection				
Thermal batt insulation, roof	97	sf'	$2.10	$204
Roofing & Siding Panels				
Singe-ply TPO roof	97	sf	$10.20	$989
Awning, Allowance	35	sf	$75.30	$2,636
Miscellaneous Flashing / Counterflashing / Sheet Metal, Allowance	1	ls	$1,200.00	$1,200
Total - Thermal And Moisture Protection				**$7,529**
08 Openings				
Exterior Glazing	868	sf	$160.00	$138,880
Total - Openings				**$138,880**
09 Finishes				
Exterior Wall Finish				
Stucco	788	sf	$15.00	$11,820
Total - Finishes				**$11,820**
10 Specialties				*No Work Anticipated*
Total - Specialties				
11 Equipment				*No Work Anticipated*
Total - Equipment				
12 Furnishings				*No Work Anticipated*
Total - Furnishings				
13 Special Construction				*No Work Anticipated*
Total - Special Construction				

DETAIL ELEMENTS - DALY LANE

Element	Quantity	Unit	Unit Cost	Total
14 Conveying Systems				
Elevators				
Replacement elevator	4	stop	$37,500.00	$150,000
Finish to interior cab, allowance	1	ea	$7,500.00	$7,500
Remove existing elevator, allowance	1	ea	$25,000.00	$25,000
Addition elevator	3	stop	$66,666.67	$200,000
Finish to interior cab, allowance	1	ea	$7,500.00	$7,500
Total - Conveying Systems				**$390,000**
21 Fire Suppression				*No Work Anticipated*
Total - Fire Suppression				
22 Plumbing				
General Plumbing Equipment				
Sand / oil interceptor, allowance	1	ea	$22,160.00	$22,160
Total - Plumbing				**$22,160**
23 HVAC				*No Work Anticipated*
Total - HVAC				
25 Integrated Automation				*No Work Anticipated*
Total - Integrated Automation				
26 Electrical				
Distribution Equipment	1	ls	$6,445.16	$6,445
200A 3P breaker, molded case				*Included Above*
HVAC and Equipment Connections	1	ls	$25,064.24	$25,064
Connection, elevator				*Included Above*
Disconnect switch, 200/3 fused N3R				*Included Above*
Equipment feeder, 200 amp				*Included Above*
Copper wire, #6 thhn				*Included Above*
Copper wire, #3/0 thhn				*Included Above*

DETAIL ELEMENTS - DALY LANE

Element	Quantity	Unit	Unit Cost	Total
Lighting and Lighting Control	1	ls	$1,820.66	$1,821
Elevator pit light				*Included Above*
Single pole switch, wp				*Included Above*
Total - Electrical				**$33,330**
27 Communications				
Voice and Data System	1	ls	$5,183.93	$5,184
Connection, elevator phone				*Included Above*
Conduit, 1 1/2" emt				*Included Above*
CAT-6a, 4 pair 23 AWG, UTP				*Included Above*
Pull box, 12x12x6 N3R				*Included Above*
Total - Communications				**$5,184**
28 Electrical Safety And Security				
Fire Alarm System				
FA interface relay	1	ls	$1,440.86	$1,441
Total - Electrical Safety And Security				**$1,441**
31 Earthwork				
Earthwork				
Field staking & layout	1	ls	$675.00	$675
Fine grading	1	ls	$1,275.00	$1,275
Erosion control	1	ls	$1,500.00	$1,500
Total - Earthwork				**$3,450**
32 Exterior Improvements				
Hardscape				
Colored concrete around renovated elevator	300	sf	$22.20	$6,660
Landscape, Allowance	1	ls	$1,000.00	$1,000
Site Walls				
Planter wall, assume 2'-0" H	7	lf	$256.00	$1,792
Miscellaneous Site Improvements, Allowance	1	ls	$750.00	$750
Total - Exterior Improvements				**$10,202**

DETAIL ELEMENTS - DALY LANE

Element	Quantity	Unit	Unit Cost	Total
33 Utilities				*No Work Anticipated*
Total - Utilities				

APPENDIX 1 - APPROACH & METHODOLOGY

Basis of Estimate

- 2022-12-02 TOSV Transit Center_75% CD - Drawings
- 2024-01-12 TOSV Transit Station Improvements
- 2024-01-12 TOSV Transit Station Improvements-Markups
- 2024-05-20 TOSV Transit Center_Concept Plans
- Architectural - Plans-SITE PLAN - LOWER LEVEL
- Architectural - Plans-SITE PLAN - UPPER LEVEL
- 3D View-BIRDS EYE - NORTH
- 3D View-BIRDS EYE - WEST
- 3D View-BIRDS EYE FROM NORTH
- 3D View-PERSPECTIVE - LOWER LEVEL ENTRANCE

Estimate Format

A component cost classification format has been used for the preparation of this estimate. It classifies costs by building system / element.

Cost Mark Ups

The following % mark ups have been included in each design option:

- General Conditions (14.15% on direct costs)
- General Requirements (3.20% compound)
- Bonds & Insurance (8.50% compound)
- Contractor's Fee (5.00% compound)
- Design Contingency (15.00% compound)
- Construction Contingency (5.00% compound)
- Architect / Engineer Fees (10.00% compound)
- Escalation to MOC, 11/29/26 (11.76% compound)

Escalation

All subcontract prices herein are reflective of current bid prices. Escalation has been included on the summary level to the stated mid point of construction.

Design Contingency

An allowance of 15.00% for undeveloped design details has been included in this estimate. As the design of each system is further developed, details which historically increase cost become apparent and must be incorporated into the estimate while decreasing the % burden.

Construction Contingency

It is prudent for all program budgets to include an allowance for change orders which occur during the construction phase. These change orders normally increase the cost of the project. It is recommended that a 5.00% construction contingency is carried in this respect.

Construction Schedule

Costs included herein have been based upon a construction period of 40 months. Any costs for excessive overtime to meet accelerated schedule milestone dates are not included in this estimate.

Method of Procurement

The estimate is based on a CM at Risk delivery model.

Bid Conditions

This estimate has been based upon competitive bid situations (minimum of 3 bidders) for all items of subcontracted work.

Basis For Quantities

Wherever possible, this estimate has been based upon the actual measurement of different items of work. For the remaining items, parametric measurements were used in conjunction with other projects of a similar nature.

APPENDIX 1 - APPROACH & METHODOLOGY

Basis for Unit Costs

Unit costs as contained herein are based on current bid prices in Snowmass Village, CO. Sub overheads and profit are included in each line item unit cost. Their overhead and profit covers each sub's cost for labor burden, materials, and equipment, sales taxes, field overhead, home office overhead, and profit. The general contractor's overhead is shown separately on the master summary.

Sources for Pricing

This estimate was prepared by a team of qualified cost consultants experienced in estimating construction costs at all stages of design. These consultants have used pricing data from Cumming's database for renovation construction, updated to reflect current conditions in Snowmass Village, CO.

Key Exclusions

The following items have been excluded from our estimate:
- Project Soft Costs
- Night & Weekend Work
- Work Outside of the Elevator Renovation & Addition at Daly Lane
- Removal / Relocation of Site Furnishings / Specialties
- Conditioned Air & Plumbing in Enclosed Rooms
- Third Party Testing and Inspections
- Building Permit Plan & Check Fees
- Third Party Commissioning

Items Affecting Cost Estimate

Items which may change the estimated construction cost include, but are not limited to:
- Modifications to the scope of work included in this estimate.
- Unforeseen sub-surface conditions.
- Restrictive technical specifications or excessive contract conditions.
- Any specified item of material or product that cannot be obtained from 3 sources.
- Any other non-competitive bid situations.
- Bids delayed beyond the projected schedule.

Statement of Probable Cost

Cumming has no control over the cost of labor and materials, the general contractor's or any subcontractor's method of determining prices, or competitive bidding and market conditions. This estimate is made on the basis of the experience, qualifications, and best judgement of a professional consultant familiar with the construction industry. Cumming, however, cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from this or subsequent cost estimates.

Cumming's staff of professional cost consultants has prepared this estimate in accordance with generally accepted principles and practices. This staff is available to discuss its contents with any interested party.

Pricing reflects probable construction costs obtainable in the project locality on the target dates specified and is a determination of fair market value for the construction of this project. The estimate is not a prediction of low bid. Pricing assumes competitive bidding for every portion of the construction work for all sub and general contractors with a range of 3 - 4 bidders for all items of work. Experience and research indicates that a fewer number of bidders may result in higher bids. Conversely, an increased number of bidders may result in more competitive bid day responses.

APPENDIX 1 - APPROACH & METHODOLOGY

COVID-19 Disclosure

The outbreak of the novel Coronavirus (COVID-19), declared by the World Health Organization as a "Global Pandemic" on 11 March 2020, has impacted global financial markets.

Market activity is being impacted in many sectors and circumstances remain very fluid and variable in different jurisdictions. Accordingly, as of this date, we are concerned with the market related impacts on the deliverables we are furnishing to you as part of our Services including cost estimates, budgets, and schedules ("Deliverable(s)"). Indeed, the current response to this pandemic means that we are faced with an unprecedented set of circumstances on which to base a judgement of the effects on the availability of labor, materials, and access and other impacts, although we are monitoring those on a continuing basis. Particularly including productivity impacts as a result of the CDC directives regarding social distancing.

Our Deliverables must be regarded with a degree of 'material uncertainty, – and a higher degree of caution – than would normally be the case. Given the unknown future impact that the COVID-19 pandemic might have on the construction and real estate markets, we recommend that you keep the Deliverables of this project under frequent review. For your information, we have not added or considered a COVID19 additional contingency within this Deliverable"

Recommendations

Cumming recommends that the Owner and the Architect carefully review this entire document to ensure it reflects their design intent. Requests for modifications of any apparent errors or omissions to this document must be made to Cumming within ten days of receipt of this estimate. Otherwise, it will be assumed that its contents have been reviewed and accepted. If the project is over budget or there are unresolved budget issues, alternate systems / schemes should be evaluated before proceeding into further design phases.

It is recommended that there are preparations of further cost estimates throughout design by Cumming to determine overall cost changes since the preparation of this preliminary estimate. These future estimates will have detailed breakdowns indicating materials by type, kind, and size, priced by their respective units of measure.

TOSV Transit Center Architect Selection
Draft 1: 12-19-2024

The Town of Snowmass Village is proceeding with the final design of a two-level transit center to be located at the west end of the Snowmass Village Mall. A previous one-level design was completed in 2023 but did not receive approval from the TOSV Planning Commission. It has been agreed to include a design-oriented architect in the final design of the current project. In order to expedite the process of achieving the best design and one acceptable to the community, Planning Commission and Town Council, TOSV will sponsor a limited paid design competition including a few selected architects and your firm is invited to participate.

The purpose of the design competition is to select the architect that best demonstrates a design for the project that is elegant, appropriate to the character of Snowmass Village, cost effect, and receives community acceptance. Participants will have 3 weeks to submit their proposals and will be compensated a lump sum fee of $xxxx upon submission of a proposal that meets the minimum requirements. All submissions will be reviewed by the Snowmass Village community, Planning Commission and Town Council. Final selection will be made by the Town Council.

The selected architect will be responsible for the architectural design of all elements of the project that will be viewed by the public, including but not limited to:

- Exterior walls of the transit center
- Parapets and railings
- Sidewalk and plaza finishes
- Ancillary structures such as waiting shelters, toilet buildings, elevator and public stair enclosures, driver lounges.
- Modifications to the floor plan or massing if required to better achieve the project objectives.

The selected architect will be directly contracted to TOSV and shall fully coordinate with SEH who will be the architect and engineer of record. SEH will prepare all architectural construction documents, and the architect shall provide SEH with all information, drawings, and specifications necessary for SEH to incorporate the architect's design into the construction documents. The architect will review the construction documents to confirm the architect's design has been properly included. The architect shall participate in the bidding, negotiation, and construction phase on an as needed basis.

The selected architect will be compensated for services after the design competition on an hourly fee basis, plus reimbursable project-related expenses, based upon the terms submitted prior to the design competition.

<u>Minimum Competition Requirements:</u>

1. Prior to being selected to participate in the design competition, architects shall submit their proposed hourly billing rates and any up-charge on reimbursable expenses to the TOSV Town Manager in a sealed envelope. The architect must also confirm they have sufficient resources to achieve the project requirements and schedule.

2. The design submission must include at least one design concept for the exterior elements of the transit center depicted in the two selected views included with this letter. SEH will provide the CAD model these views were generated from. Participants are encouraged, if they wish, to provide more than one design concept. Designs should be provided both with and without the elevator/stair tower and bridge. All submissions will be in PDF files.

Project Schedule:

1. Design competition: 1/15/2025 – 2/5/2025
2. Review of competition designs: 2/6/2025 – 2/16/2025
3. Architect selection by Town Council: 2/17/2025
4. Completion of Architectural Design Development: 4/14/2025
5. Completion of Preliminary Design for Planning Commission approval: 5/30/2025
6. Final Town Council approval of Preliminary Design no later than 8/18/2025

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:
January 6, 2025

AGENDA ITEM:
Executive Session

PRESENTED BY:
Jeff Conklin, Town Attorney

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

COUNCIL OPTIONS:

Convene in Executive Session
Choose not to convene in Executive Session

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

a) For a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions pursuant to C.R.S. 24-6-402(4)(b) and Snowmass Village Municipal Code Section 2-45(c)(2), more specifically related to: quarterly update from Town Attorney

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

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

January 6, 2025

AGENDA ITEM:

PUBLIC HEARING - Snowmass Center Minor Planned Unit Development (PUD) Amendment. First Reading of Ordinance 1-2025

PRESENTED BY:

Brian McNellis - Senior Planner

BACKGROUND:

On November 16th, 2020 the Town Council approved the Snowmass Center Preliminary PUD pursuant to Ordinance No. 17, Series of 2020 (see attachment E). On September 27th, 2024 an application for a Minor Amendment to the previously approved PUD was submitted to the Community Development Department. Said application was deemed complete on October 4th.

The Planning Commission began their review of the proposal on November 13th and held subsequent meetings on November 20th and December 4th at which time PC Resolution No. 8 of 2024 was approved - recommending approval of the Minor Amendment with conditions. Town Council held a Public Hearing to review the Minor PUD Amendment on December 16th of 2024 at which time the review was continued to January 6th of 2025.

Pursuant to Section 16A-5-300(A): *The purpose of the planned unit development (PUD) is to permit variations from the strict application of certain standards of the Town's zone districts in order to allow flexibility for landowners to creatively plan for the overall development of their land and thereby achieve a more desirable environment than would be possible through the strict application of the minimum standards of this development code. Specifically, it is the purpose of the planned unit development process to:*

1. *Allow creativity*
2. *Allow variations that are beneficial to the project*

This initial meeting is intended to familiarize Town Council with the original PUD approval (site plan and architecture) and the changes requested as part of this Minor Amendment.

A digital version of the application can be found at:

https://portal.laserfiche.com/Portal/Browse.aspx?id=198527&repo=r-b27e3aff

It is important for the Town Council to understand that the Minor PUD Amendment Review process is a one-step process by ordinance (which requires two readings at a public hearing). Any outstanding issues raised by Town Council should be resolved prior to adoption of draft Ordinance No. 1 of 2025.

This hearing is the fifth public meeting since the application was submitted. That said, there have been no substantive changes to the proposed design of the project.

There remain several outstanding issues including:

- Determination by Council regarding the adequacy of the architecture, design, and public spaces (see draft conditions #3, #4, and #31)
- Determination whether it should be a requirement of the Applicant to accommodate at least 2 (existing or future) restaurant tenants within the new development - and what those accommodation should be (see draft condition #25).
- Determination whether the Town Council wishes to pursue one-way traffic with angled parking on Upper Kearns despite the potential impacts to the overall width of the dedicated pedestrian space (see draft condition #30).
- Determination whether it is necessary and appropriate for the Town Staff to retain discretionary review of requested changes to the project as identified herein and as part of this Minor PUD Amendment. Alternatively, Staff suggest that the items listed in conditions #3, #25, and #31 be brought back to Town Council for subsequent review as a specific condition of approval in Ordinance No. 1 of 2025 (see Attachment A).

FINANCIAL IMPACT:

This project will have a financial impact on the Town. It may rejuvenate the primary, locally-serving commercial center of the community thereby boosting commerce and sales tax collected. The proposal has the potential to enhance the overall character, services, and retail amenities of the Town which may leverage Snowmass Village as a tourist destination and Snowmass Center as a locally serving community center.

NOTE: This review is specific to Parcel 1 and does not entail or contemplate any future sale of the residential component of the Faraway Ranch North Subdivision to the Town of Snowmass Village or otherwise. Any change to the residential aspects of the original PUD will require additional land use approval(s).

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

This project facilitates most of the Town Council goals established in 2019 including Community Building and (financial) Resiliency. The project may foster fiscal resiliency through an increased commercial tax base.

COUNCIL OPTIONS:

The Town Council shall consider all relevant materials and testimony, consider the standards of *Sec. 16A-5-390 - Amendment of a Final PUD*. Town Council may choose the adopt Ordinance No. 1 of 2025 on first reading as drafted, modify the Ordinance as needed, continue the public hearing for future consideration, or deny the Minor Amendment application.

STAFF RECOMMENDATION:

Staff recommends Town Council open the public hearing and listen to further presentation of the project by Staff and the applicant, ask questions, accept public comment, and approve the first reading of Ordinance No. 1 of 2025.

Any approval will require a first and second reading of the draft ordinance.

ATTACHMENTS:

A. Draft Ordinance No. 1 of 2025
B. PC Resolution No. 8 of 2024 (approved)
C. PC Staff Report November 13, 2024
D. Application submittal – September 27, 2024
E. Architectural and Site Plan sets
F. Faraway Ranch North (SMC) Lot Plan
G. TC Resolution No. 17 of 2020
H. Referral Comments and Applicant Response
I. Applicant Letter – December 11, 2024
J. Applicant Letter – December 27, 2024

TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL

ORDINANCE NO. 1
SERIES OF 2025

AN ORDINANCE APPROVING A MINOR AMENDMENT TO A FINAL PLANNED UNIT DEVELOPMENT (PUD) FOR THE FARAWAY RANCH NORTH SUBDIVISION AND THE SNOWMASS CENTER (PARCEL 1) REDEVELOPMENT PROJECT

WHEREAS, the Eastwood Snowmass Investors, LP ("Applicant") were granted Final Planned Unit Development (PUD) approval on November 16, 2020 for the Snowmass Center redevelopment as it pertains specifically to the Faraway Ranch Subdivision pursuant to Ordinance No. 17 of 2020 which formalized an Amendment to the Official Zone District Map rezoning the property from SPA to Mixed Use-2 (MU-2) with a PUD overlay; and

WHEREAS, the PUD approval also allowed for the entitlement of a mixed use development with specific variations from the Land Use Code with conditions entailing 64 free-market residential units, 10 deed restricted units and various commercial space totaling 58,344 square feet: and

WHEREAS, in accordance with Resolution No. 34 of 1988, the Applicant has satisfied the Restricted Housing mitigation typically required for commercial expansion as proposed on Parcel 1; and

WHEREAS, the Applicant submitted an application for a Minor Amendment to the Snowmass Center PUD which would modify lot lines associated with parcels 1 through 6, remove the residential units from Parcel 1, redesign commercial space within the center (not to exceed 58,344 square feet), and minimize subgrade parking as previously established in the Final PUD; and

WHEREAS, the Planning Commission considered the proposal on November 13th, November 20th and formalized a recommendation of approval for the Minor Amendment on December 4th of 2024 pursuant to PC Resolution No. 8 of 2024; and

WHEREAS, the Town Council considered the Application and recommendation from Planning Commission on December 16, 2024, January 6, 2025, and _____.

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

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

1) The Applicant submitted the application for a Minor Amendment of a Final PUD in accordance with the provisions of the Municipal Code (the "Minor PUD Amendment"). The application provided the Minimum Contents required pursuant to Section 16A-5-390 and addressed the following standards:

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

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

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

   d. The proposed amendment shall comply with the other applicable standards of this Division 3, Planned Unit Development.

2) The Minor PUD Amendment identifies land uses proposed at the Snowmass Center site which are generally consistent with the Town of Snowmass Village 2018 Comprehensive Plan which identifies the area as a "Village Core Area" which envisions mixed-use residential and commercial development for the subject parcel.

3) The Town Council further identifies the Snowmass Center as a vastly important commercial development that should prioritize local serving retail while successfully representing the community as a world class resort and tourist destination.

4) The Minor PUD Amendment will reduce the overall residential count on Parcel 1 by 24 units but shall not change to residential entitlements for Parcels 2, 3, and 4.

5) The Minor PUD Amendment constitutes modifications to the overall configuration of the parcels within Faraway Ranch North subdivision pursuant to Exhibit A.

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

DRAFT

Section Two: Action. The Town Council hereby accepts and approves the Minor PUD Amendment as represented in the application as submitted, subject to the Conditions in Section Three.

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

1) Any building permit submitted prior to July 1, 2025 shall be subject to the 2015 International Building and Fire codes as determined in the Final PUD approval. After July 1, 2025 the most recent and updated codes adopted by the Town shall apply.

2) The uncovered sidewalk in front of the new Clark's storefront shall be no less than 10' wide with bollards or another separation system to accommodate unobstructed pedestrian movement along the streetscape.

3) The Applicant shall introduce an architectural element that is iconic in nature to define the Snowmass Center as a significant landmark that enhances and blends with the existing character of Snowmass Village as a world class ski destination - for review and consideration by the Town Council.

4) The 2nd story of the main entry vestibule shall incorporate the ability to enclose the space as needed during inclement weather.

5) The final design of the interim and final transit center shall be reviewed and approved by the Town Manager or designee prior to recording of final plat documents.

6) The Applicant shall continue to work with the Public Works Department to sufficiently address the issues raised in their October 31, 2024 memorandum and attached as Exhibit B, as determined by the Public Works Director.

7) The transit center shall be constructed and completed by the Applicant as part of the Snowmass Center redevelopment approved hereto and completed prior to Temporary or Final Certificate of Completion/Occupancy for phases 4 or 5 of the development, as agreed to by the Town Manager or designees. The Applicant shall also complete the initial length of "Rim Road" behind the Snowmass Center to its intersection with Rim Court**,** in concert with the completion of the transit center. The final design shall generally meet or exceed the standards in Exhibit E and the cost of its completion shall be a shared between the Town and developer of the Snowmass Center as agreed to by the Town Manager and Applicant, or their designees**.**

DRAFT

8) It shall be the obligation of the Applicant to maintain Rim Road and Rim Court behind the Snowmass Center (as well as the hammerhead turnaround) during and after construction of Parcel 1 for the purpose of fire access. The Applicant's maintenance responsibility will cease once the Town proceeds with development of any of Parcels 2, 3, or 4.

9) The Applicant shall provide monetary security acceptable to the Town for the completion of the entirety of the utility improvements detailed and approved in the Subdivision Improvements Agreement and subject to the approval of the Public Works Department. Utilities shall be sized to accommodate no less than 130 units on Parcels 2, 3, and 4.

10) The construction management plan shall further detail the phasing of the project with the Community Development Department for review by the Town Council. The required Construction Management Plan (CMP) shall allow for the continuous and on-going operation of the grocery store during and throughout construction. The plan shall allow for partial closures as required by OSHA to ensure safety of employees and customers.

11) The required Construction Management Plan shall address the mitigation of noise and air pollution during and after development as requested in the letter by Dunlop Environmental Consulting dated November 11, 2024 (Exhibit C).

12) The Applicant shall continue working with the Roaring Fork Fire Authority to address interim fire protection needs during and after construction. These requirements shall be specified in a document approved by the Fire Authority and shall be finalized at recording of the final plat documents.

13) Town shuttle and delivery vehicle turning movements shall be approved by the Town Manager or designees prior to the recording of the final plat documents.

14) Vegetative screening of headlights from delivery vehicles shall be incorporated in the west side delivery bays for the benefit of adjacent Woodbridge property.

15) Safe pedestrian and bicycle access to the commercial entities in the Snowmass Center shall be provided throughout the duration of construction.

16) The applicant shall ensure ADA access to and from the Transit stations in both the temporary and the final Transit Center Designs.

17) The interim and final transit center design shall incorporate space for shopping cart collection and bike racks.

DRAFT

18) Accessible and prominent space shall be made available for bike share stations within Parcel 1 or at the transit center as part of the interim and final design.

19) The parking plan shall be updated to include compact spaces located along the west side of the delivery route and to convert as many of the spaces on the east side to conventionally sized parking spaces as can be done within the site parameters. The Town Council agrees to a reduction of the required parking spaces to meet this condition as approved by the Community Development Director.

20) The parking plan shall be updated to include no less than 3 EV charging stations and shall accommodate the expansion of EV spaces in the future as needed.

21) Any future building permit submittal shall include a wayfinding and detailed lighting plan and must be approved by the Community Development Department prior to issuance of a building permit.

22) A detailed landscaping plan shall be included with any future building permit submittal with the intention of aesthetically enhancing the screening of the development, parking areas, loading areas, vehicles, and retaining walls as seen from Brush Creek Road. The plan shall be intentional as it pertains to water filtration and providing safety buffers as needed.

23) The veneer of the retaining walls associated with the new Upper Kearns and transit center shall match the roundabout (at the bottom of Upper Kearns, with Brush Creek) and be shown on revised PUD documents prior to submitting for a building permit

24) 4,000 square feet of space shall be reserved for exclusive use by the U.S. Postal Service for as long as the federal government chooses to locate at the Snowmass Center.

25) At least two of the commercial spaces in the redeveloped Snowmass Center shall be equipped with the required internal ventilation and grease trap retrofit for restaurant operation upon Certificate of Completion/Occupancy.

26) Town Hall Road Intersection – In order to ensure this development does not negatively impact surrounding development, this intersection with Upper Kearns Road shall be approved to the satisfaction of the Town Manager or their designee and all plans revised to show such improvements prior to recording of final plat documents.

27) The applicant shall pay cash-in-lieu for the construction the soft “Rim Trail” connector for the actual construction cost determined at building permit submittal.

DRAFT

28) The boundaries between Parcels 1 and 6 shall be adjusted to include the entirety of the Rim Trail connector within Parcel 6 (dedicated open space). To the extent required, the PUD Guide shall be amended to reflect approved square footage rather than a Floor Area Ratio.

29) All utilities shall be sized to accommodate the connection to any future residential development on Parcels 2, 3, and 4 not to exceed 130 residential units.

30) The applicant shall explore one-way traffic and angled parking along through the upper parking deck and access lane. Whether one-way or two-way, the street configuration shall not compromise the 10-foot width of the uncovered sidewalk directly in front (south) of the Snowmass Center.

31) The applicant shall provide a covered connection between the grocery store and post office with options for such covered connection to be reviewed at future date by the Town Council. This area shall include pedestrian and landscape elements such as outdoor seating, public art space, etc. to encourage connectivity between these areas. Plans for this area shall be submitted to the Community Development staff for approval prior to the Building Permit. If such plans are not approved administratively the applicant may appeal the decision to the Town Council.

32) Prior to recording the amended Plat, the applicant shall provide updated documents as amended or required by this Minor PUD Amendment (e.g. Development Agreement, Subdivision Improvement Agreement) to be reviewed and accepted by the Community Development Department and recorded in public records, as applicable. In the event the Town and Applicant cannot agree on the form of the documents to be amended or otherwise to be agreed upon pursuant to these conditions of approval, then this approval shall be void and of no effect, and the existing PUD approval and related documents shall remain in effect. The amended development documents shall include, among other conditions, the following:

a. Applicant shall remove the portion of the Snowmass Center building located within the Upper Kearns Road right-of-way (i.e. Taster's Pizza building) and complete Upper Kearns Road and South Sidewalk Improvement not later than one year after Applicant receives a notice to proceed from the Town following approval of a project for the Residential Parcels. Applicant shall provide appropriate security in a form acceptable to Town to ensure the completion of this obligation.

b. The obligation to create a master association for the entire development shall be removed, but the documents shall include any required easements and any necessary cost sharing for shared elements of the project.

DRAFT

c. The Applicant shall offer each existing tenant with a leasable area of at least 1,500 square feet in the Snowmass Center Building and that is not in default of such lease an option to extend its lease term in tenant's existing space or a lease for a new space for not less than 10 years at fair market rental rates, with standard inflation provisions.

d. The Housing Counts in the Comprehensive Plan for Parcels 2, 3, and 4 shall be amended to up to 130 Units.

33) Any condition approved by the existing PUD approval (Ordinance No. 17 of 2020) and not modified by this approval, shall remain an obligation of the Applicant or subsequent owners.

34) Should outstanding issues arise in the implementation of this Approval that cannot be resolved by the Town staff and Applicant, the Applicant may appeal to the Town Council for further consideration.

35) Vested rights shall be granted for this Site-Specific Design Review for a period not exceeding 10 years from the date of recordation of this resolution of approval.

INTRODUCED, READ, AND ADOPTED by the Town Council of the Town of Snowmass Village, Colorado on this 8th day of January 2024, with a motion made by Council member _____ and a second by Council member _____, by a vote of___in favor and___opposed.

TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL

_____
Alyssa Shenk, Mayor

ATTEST:

_____
Megan Harris Boucher, Town Clerk

Exhibits:
A. Proposed parcel reconfiguration plan
B. Amended Dimensional Matrix
C. Public Works memo – 10/31/2024
D. Dunlop Consulting letter – 11/11/2024
E. Rim Road specifications

DRAFT

TOWN OF SNOWMASS VILLAGE
PLANNING COMMISSION

RESOLUTION NO. 8
SERIES OF 2024

A RESOLUTION RECOMMENDING APPROVAL OF A MINOR AMENDMENT TO A FINAL PLANNED UNIT DEVELOPMENT (PUD) FOR THE FARAWAY RANCH NORTH SUBDIVISION AND THE SNOWMASS CENTER (PARCEL 1) REDEVELOPMENT PROJECT

WHEREAS, the Eastwood Snowmass Investors, LP ("Applicant") were granted Final Planned Unit Development (PUD) approval on November 16, 2020 for the Snowmass Center redevelopment as it pertains specifically to the Faraway Ranch Subdivision pursuant to Ordinance No. 17 of 2020 which formalized an Amendment to the Official Zone District Map rezoning the property from SPA to Mixed Use-2 (MU-2) with a PUD overlay; and

WHEREAS, the PUD approval also allowed for the entitlement of a mixed use development with specific variations from the Land Use Code with conditions entailing 64 free-market residential units, 10 deed restricted units and various commercial space totaling 58,344 square feet: and

WHEREAS, in accordance with Resolution No. 34 of 1988, the applicant has satisfied the Restricted Housing mitigation typically required for commercial expansion as proposed on Parcel 1.

WHEREAS, the Applicant submitted an application for a Minor Amendment to the Snowmass Center PUD which would modify lot lines associated with parcels 1 through 6, remove the residential units from Parcel 1, redesign commercial space within the center (not to exceed 58,344 square feet), and minimize subgrade parking as previously established in the Final PUD; and

WHEREAS, an initial public hearing was held before the Planning Commission on November 13th, 2024 to review the proposal at which time the review was continued to November 20th and December 4th, 2024 for further consideration.

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

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

1) The Applicant submitted the application for a Minor Amendment of a Final PUD in accordance with the provisions of the Municipal Code. The application provided the Minimum Contents required pursuant to Section 16A-5-390 and addressed the following standards:

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

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

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

   d. The proposed amendment shall comply with the other applicable standards of this Division 3, Planned Unit Development.

2) The Minor PUD Amendment identifies land uses proposed at the Snowmass Center site which are generally consistent with the Town of Snowmass Village 2018 Comprehensive Plan which identifies the area as a "Village Core Area" which envisions mixed-use residential and commercial development for the subject parcel.

3) The Planning Commission further identifies the Snowmass Center as a vastly important commercial development that should prioritize local serving retail while successfully representing the community as a world class resort and tourist destination.

4) The Minor Amendment will reduce the overall residential count on Parcel 1 by 24 units but shall not change to residential entitlements for Parcels 2, 3, and 4.

5) The Minor Amendment does constitute modifications to the overall configuration of the parcels within Faraway Ranch North subdivision pursuant to Exhibt A.

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

Section Two: Action. The Planning Commission hereby recommends to Town Council that they accept the Minor PUD Amendment for review and approval as represented in the application as submitted.

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

1) Any building permit submitted prior to July 1, 2025 shall be subject to the 2015 International Building and Fire codes as determined in the Final PUD approval. After July 1, 2025 the most recent and updated codes adopted by the Town shall apply.

2) The uncovered sidewalk in front of the new Clark's storefront shall be no less than 10' wide with bollards or another separation system to accommodate unobstructed pedestrian movement along the streetscape.

3) The applicant shall introduce an architectural element that is iconic in nature to define the Snowmass Center as a significant landmark that enhances and blends with the existing character of Snowmass Village as a world class ski destination - for review and consideration by the Town Council.

4) The 2nd story of the main entry vestibule shall incorporate the ability to enclose the space as needed during inclement weather.

5) The final design of the interim and final transit center shall be reviewed and approved by the Town of Snowmass Village prior to recording of final plat documents.

6) The applicant shall continue to work with the Public Works Department to sufficiently address the issues raised in their October 31, 2024 memorandum and attached as Exhibit B.

7) The transit center shall be constructed and completed by the applicant as part of the Snowmass Center redevelopment approved hereto and completed prior to Temporary or Final Certificate of Completion/Occupancy for phases 4 or 5 of the development as agreed to by the Town Manager or their designee. Until such time that the Town (or other ownership) improves Parcels 2, 3, and 4, the applicant shall grade the initial length of "Rim Road" behind the Snowmass Center during construction and of the final transit center to meet the eventual grade of the current access – not to exceed 10 percent grade.

8) It shall be the obligation of the applicant to maintain "Rim Road" behind the Snowmass Center (as well as the hammerhead turnaround) during and after construction of Parcel 1 for the purpose of fire access.

9) The applicant shall provide monetary security acceptable to the Town for the entirety of the utility improvements detailed and approved in the Subdivision Improvements Agreement and subject to the approval of the Public Works Department. Utilities shall be sized to accommodate no less than 130 units on Parcels 2, 3, and 4.

10) The construction management plan shall further detail the phasing of the project with the Community Development Department for review by the Town Council. The plan shall allow for the continuous and on-going operation of the grocery store during and throughout construction. The plan shall allow for partial closures as required by OSHA to ensure safety of employees and customers.

11) The required Construction Management Plan shall address the mitigation of noise and air pollution during and after development as requested in the letter by Dunlop Environmental Consulting dated November 11, 2024 (Exhibit C).

12) The applicant shall continue working with the Roaring Fork Fire Authority to address interim fire protection needs during and after construction. These requirements shall be specified in a document approved by the Fire Authority and shall be finalized at recording of the final plat documents.

13) Town shuttle and delivery vehicle turning movements shall be approved by the Town of Snowmass Village prior to the recording of the final plat documents.

14) Screening of headlights from delivery vehicles shall be incorporated in the west side delivery bays for the benefit of adjacent Woodbridge residents.

15) Safe pedestrian and bicycle access to the commercial entities in the Snowmass Center shall be provided throughout the duration of construction.

16) The applicant shall ensure ADA access to and from the Transit stations in both the temporary and the final Transit Center Designs.

17) The interim and final transit center design shall incorporate space for shopping cart collection and bike racks.

18) Accessible and prominent space shall be made available for bike share stations within Parcel 1 or at the transit center as part of the interim and final design.

19) The parking plan shall be updated to include compact spaces located along the west side of the delivery route. Convert as many of the spaces on the east side to conventionally sized parking spaces as can be done within the site parameters. The Planning Commission is agreeable to a reduction of a few of the required parking spaces to meet this condition.

20) The parking plan shall be updated to include no less than 3 EV charging stations and shall accommodate the expansion of EV spaces in the future as needed.

21) Any future building permit submittal shall include a wayfinding and detailed lighting plan and must be approved by the Community Development Department prior to issuance of a building permit.

22) A detailed landscaping plan shall be included with any future building permit submittal with the intention of aesthetically enhancing the project while, screening the development, parking areas, loading areas, vehicles, and retaining walls as seen from Brush Creek Road. The plan shall be intentional as it pertains to water filtration and providing safety buffers as needed.

23) The veneer of the retaining walls associated with the new Upper Kearns and transit center shall match the roundabout (at the bottom of Upper Kearns, with Brush Creek) and be shown on revised PUD documents prior to submitting for a building permit.

24) 4,000 square feet of space shall be reserved for exclusive use by the U.S. Postal Service for as long as the federal government chooses to locate at the Snowmass Center.

25) At least two of the new commercial spaces in the redeveloped Snowmass Center shall be ready equipped for restaurant operation upon Certificate of Completion/Occupancy.

26) Town Hall Road Intersection – In order to ensure this development does not negatively impact surrounding development, this intersection with Upper Kearns Road shall be approved to the satisfaction of the Town Manager or their designee and all plans revised to show such improvements prior to recording of final plat documents.

27) The applicant shall pay cash-in-lieu for the construction the soft "Rim Trail" connector for the actual construction cost determined at building permit submittal.

28) The boundaries between Parcels 1 and 6 shall be adjusted to include the entirety of the Rim Trail connector within Parcel 6 (dedicated open space).

29) All utilities shall be sized to accommodate the connection to any future residential development on Parcels 2, 3, and 4 not to exceed 130 residential units.

30) The applicant shall provide one-way traffic and explore angled parking along through the upper parking deck and access lane. Should one-way traffic be implemented and result in a reduced drive width, the applicant shall widen the pedestrian streetscape in front of the grocery store as afforded by the shortened lane width.

31) The applicant shall provide a covered connection between the grocery store and post office. This area shall include pedestrian and landscape elements such as outdoor seating, fire pit, public art space, etc. to encourage connectivity between these areas. Plans for this area shall be submitted to the Community Development staff for approval prior to the Building Permit. If such plans are not approved administratively the applicant may appeal the decision to the Town Council.

32) Prior to building permit submittal, the applicant shall provide updated documents as amended by this Minor PUD Amendment to be reviewed and accepted by the Community Development Department.

33) Any condition approved by the existing PUD approval (Ordinance No. 17 of 2020) and not modified by this approval, shall remain an obligation of the applicant or subsequent owners.

34) Should outstanding issues arise from this expedited planning review process (i.e. plans or documents), the Town of Snowmass Village reserves the right to require changes from the applicant. Should the applicant disagree with said changes, they reserve the right to appeal the decision to the Town Council for further consideration.

35) Vested rights shall be granted for this Site-Specific Design Review for a period not exceeding 6 years from the date of recordation of this resolution of approval.

INTRODUCED, READ, AND ADOPTED by the Planning Commission of the Town of Snowmass Village, Colorado on this 4th day of December 2024, with a motion made by Commission member ____Dube__and a second by Commission member_____Seglin_____, by a vote of 4_in favor and 0 opposed.

TOWN OF SNOWMASS VILLAGE

PLANNING COMMISSION

Brian Marshack (Dec 9, 2024 15:57 MST)

Brian Marshack, Chairperson

ATTEST:

Ashleigh Huff

Ashleigh Huff, Secretary

Exhibits:

A. Proposed parcel reconfiguration plan
B. Amended Dimensional Matrix
C. Public Works memo – 10/31/2024
D. Dunlop Consulting letter – 11/11/2024

Attachment C

MEMORANDUM

TO: Planning Commission

FROM: Community Development Department – Brian McNellis, Senior Planner

DATE: November 13, 2024

SUBJECT: Snowmass Center – MINOR AMENDMENT TO A PLANNED UNIT DEVELOPMENT (PUD), Faraway Ranch Subdivision

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I. General Information:

- Owner/Applicant: Eastwood Snowmass Investors
- Property: Newly configured Parcels 1- 6 Faraway Ranch North Subdivision:
- Representative: Design Workshop, Inc.

II. Project Summary: The owners of the Snowmass Center propose a reduction in the scope of work for the approved Faraway Ranch North - Planned Unit Development (PUD) adopted by way of Ordinance No. 17 of 2020.

The Minor PUD Amendment is intended to separate the commercial and residential components of the project and help accommodate the potential acquisition of Parcels 2, 3, and 4 by the Town of Snowmass Village for the development of future Workforce Housing. The application is specific to commercial development within Parcel 1 (Clark's Market, Post Office, etc.). The Minor Amendment will not change the allowable 58,344 square feet of commercial space approved as part of the PUD. However, it will remove all residential units (free market and deed restricted) from the Snowmass Center as currently required.

Note: It was established during the 2017 Sketch Plan Review that the applicant has satisfied the Restricted Housing mitigation for the approved commercial space by nature of a previous land dedication (Parcel C) upon which Town Hall was built (Resolution No. 34 of 1988).

The reduced parking plan includes 200 spaces (of which only 38 are subgrade). The proposal eliminates Building 6A and 6B as part of the site plan as well as the underground parking situated beneath those structures. A newly configured Transit Center is also included as part of the Minor Amendment to accommodate alternative transportation options at the Snowmass Center. Town staff were instrumental in the newly proposed design that has been included in the revised site plan.

Finally, the application includes an adjustment to the property line between Parcels 1 and 2 to allow the inclusion of 27 parking spaces (previously associated with Snowmass Center) for the benefit of future residential development on Parcel 2 (as requested by the Town).

III. PUD Preliminary Plan Process and Review by Decision-Makers: Pursuant to Section 16A-5-390(3) of the Land Use Code, the items the Planning Commission and Town Council should consider during the review of a Minor PUD Amendment inlcude the following:

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

Staff Response: *The proposal is consistent with the original PUD from a retail and office standpoint since the overall amount of previously approved commercial area will not change. However, the mixed-use character of the original PUD approval has been highly modified with the removal of residential units on Parcel 1. Also, the revised site plan eliminates the "Main Street" aspects of Upper Kearns with the removal of Buildings 6A and 6B.*

The Minor Amendment significantly reduces the amount of underground parking. That said, the revised parking numbers appear to satisfy the newly adopted off-street parking standards.

The application has removed the park space from the revised site plan to accommodate snow storage. The applicant is still offering public amenity space on the roof of the redesigned Snowmass Center building.

Any future change to previously approved residential areas associated with Lots 2, 3, and 4 will require a separate land use application for future consideration by the Planning Commission.

b. No substantially adverse impact. The proposed amendment shall not have a substantially adverse effect on the neighborhood surrounding the land where the amendment is proposed or have a substantially adverse impact on the enjoyment of land abutting upon or across the street from the subject property.

Staff Response: *Since the residential components have been eliminated and underground parking minimized, the overall construction time could be reduced.*

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

Staff Response: *From an architectural standpoint, the character of the development (materiality and general vernacular) will remain consistent with the original approval. The loss of Buildings 6A and 6B will substantially change the original intent of the PUD by eliminating the double-sided streetscape, thereby abandoning the "Main Street" component of the original design.*

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

Staff Response: *The Minor Amendment is consistent with other applicable code sections in accordance with the original PUD approval (see applicant responses in application submittal).*

IV. Issues for Planning Commission Considerations & Discussion

- The applicant has an opportunity to design an iconic architectural feature to make Snowmass Center an identifiable landmark (much like the Tower on the Snowmass Mall). A PUD allows for variations in height to accommodate these types of creative elements which should be considered by the applicant. One location possibility is the second level above the "atrium" (main entry to Clark's) and perhaps enclose this area during inclement weather to provide a public gathering place as a community benefit.

- Should the finished veneer of new retaining walls associated with Upper Kearns match those of the roundabout?

- The uncovered sidewalk in front of Clark's new storefront should be at least 12 feet wide to allow for unobstructed pedestrian movement along the streetscape.

- Are compact parking spaces (25) adequate to satisfy the overall parking requirements of the development? Will these impede the functionality of the loading docks?

- Should at least two of the new street level commercial spaces of the Snowmass Center be ready equipped for restaurant operation upon Certificate of Completion?

- Should Parcel 6 (dedicated open space) be expanded to include the proposed trail currently included as part of Parcel 1?

- Comments from the Transportation & Parking Department, Public Works, and the Roaring Fork Fire District (Attachments E - G) should be taken into consideration by Planning Commission.

V. Recommendation: In addition to other discussion items, Staff recommends the Planning Commission consider the items identified in Section IV above. If the Planning Commission is supportive of the Minor PUD Amendment, direct staff to craft a resolution of approval (with conditions) for review at a subsequent meeting recommend 12/04/2024.

ATTACHMENTS:

A. Application Letter and Code Section Responses
B. Subdivision Plan reconfiguration
C. Architectural Plans
D. Landscape Plans
E. Construction Management Plan
F. Transportation & Parking referral memo
G. Roaring Fork Fire District referral memo
H. Public Works referral memo
I. Ordinance No. 17 of 2020

Attachment D

Design Workshop, Inc.
Landscape Architecture
Planning
Urban Design
Strategic Services
Environmental Graphic Design

22860 Two Rivers Road #1
Basalt, Colorado 81621
970.925.8354
designworkshop.com

September 27, 2024

Mr. Dave Shinneman and Mr. Brian McNellis
Community Development Department
Town of Snowmass Village
Kearns Road
Snowmass Village, CO 81615

RE: The Snowmass Center Redevelopment PUD Minor Amendment Application.

Dear Dave and Brian:

The Eastwood Snowmass Investors LP (the Applicant) have entered into a preliminary purchase agreement with the Town of Snowmass Village for Parcels 2, 3 and 4 of the Snowmass Center Planned Unit Development subject to approval of a Minor PUD Amendment. The enclosed application includes proposed modifications to bifurcate the Project into separate residential and commercial components with development rights that would allow for separate development on different timelines. Lot Line adjustments are included to facilitate the sale of Parcels 2-4 and related requests in the contract purchase agreement.

The PUD Minor Amendment application has been prepared in accordance with Town of Snowmass Village Land Use Code Section 16A-5-390, consistent with the Pre-application meetings the team has had with Community Development Department staff. In addition, because lot line adjustments are proposed, the application includes responses to the Subdivision Exemption Application, as identified by staff during pre-application meetings.

In addition to this letter summarizing the elements of the PUD that are proposed to be modified, the following updated documents are included in the application which supports the modifications.

- Planned Development Guide Amendment
- Updated Lotting Plan and Plat Redlines
- Subdivision Improvement Agreement
- Development Agreement

Summary of Proposed PUD Amendments:
The Snowmass Center PUD is still considered to be a mixed-use development with community commercial and residential uses. The commercial and residential development are proposed to be separated to enable the Town to develop housing at a separate time. Parcel 1 is the heart of the Snowmass Center and will include a total of 58,433 sq ft of commercial space, as approved in the original PUD.

1. **Separation of Residential and Commercial Land Uses**
   To create two separate projects with different development timelines, residential uses have been removed as a proposed land use on Parcel 1. Redevelopment of the Snowmass Center proposes commercial-only land uses and is described in more detail below. As part of the contract purchase agreement, the town has requested the ability to develop up to 130 residential units on Parcels 2-4. This is incorporated in the application. Changes to the residential land uses on Parcels 2, 3, or 4 are not contemplated in this amendment application. Table 1 identifies the dimensional changes. These are all related to the bifurcation of uses.

2. **Reconfiguration of Commercial Land Uses on Parcel 1**
   The Center, previously referenced as Building 1A is proposed to be reconfigured with no net increase to the previously approved total commercial area of 58,433 sq ft. Buildings 6A and 6B are removed from Parcel 1. The reconfigured building includes three levels of commercial unified by pedestrian spaces on the ground and second level. The north wing of the building has been removed as part of this amendment (this area previously included residential units), which creates space for a new rooftop gathering area on the second level.

   The proposed ground floor uses have not changed and include a community atrium, grocery store, liquor store, two other leasable spaces, and a 4,000 square foot post office. Level 2 includes commercial uses which are expected to be compatible with the rooftop gathering spaces. Level 3 is expected to be office spaces. A pedestrian staircase between the east and west wing connect the ground floor uses to the rooftop gathering space on the second level and continues up to connect to a sidewalk on Rim Court. Offices on level 3 are accessed from vertical circulation cores from either the ground floor or the second level rooftop.

3. **Reconfiguration of Commercial Parking**
   As part of reconfiguration of Parcel 1 buildings, the below grade-parking structure has been removed. Using the existing grades on the site, a partial subgrade garage that is significantly smaller than the original approval is included. A combination of 162 surface parking spaces and 38 underground parking spaces supports the commercial land uses on Parcel 1. These 200 total spaces include a combination of standard spaces, compact spaces, and ADA spaces.

   Lower Kearns Road continues to be looped along the main frontage of the Center, and a new lower tier of surface parking has been added in place of buildings 6A and 6B. The below grading parking structure is accessed from this lower surface parking area and is to the benefit of the commercial uses. The structure is anticipated to be open air along the south façade. The below grade and surface parking will be managed together, as identified in the Parking Plan.

   The approved PUD includes 27 spaces behind the Center, access off of Rim Court. As requested by the town in the contract purchase agreement, a lot line adjustment is proposed to include these spaces on Parcel 2, to the benefit and use of the Town. The PUD Guide has been updated to reflect this adjustment.

   There are two loading and unloading spaces located in a pull-out along Lower Kearns Road. There is no change to management of short-term spaces (up to 5), maximum allocation of

parking time, and approach to staff monitoring of parking areas. The management approach for special events remains the same. (See Parking Plan included with the PUD Guide)

4. **Transit Area Improvements and Phasing Plan**
The design team has met a number of times with Town staff to review potential adjustments to site access and the location of a transit center. Based on these conversations, an updated access plan from Upper Kearns to the Center is proposed. An area for buses in an updated transit area is also included. This area has been designed based on conversations with the Town engineering and transportation teams, and our team remains a willing to refine roadway and transit design as part of the process. The updated design can be seen on the Site Plan in the Landscape Plan set (Sheet L-1.1 and 1.2). As discussed in meetings with town staff in September, the Civil Plan set will be submitted as a supplement to this application and will include detail related to these areas.

   To allow for a flexible timeline for the residential development above the Center, an interim transit plan has been developed for the Center, which is seen in the Construction Management Plan and on Sheet L-1.12 in the Landscape Plan Set. The interim plan provides circulation and pedestrian connectivity to the Center. It also accommodates several phasing goals:
   - The existing building is a Type V-B construction which requires emergency access along the front and rear side of the building. The roadway grading and layout of the interim transit plan preserves the emergency access to the building until the final improvements are made by the Town along Parcel 2.
   - The interim plan allows for construction of the new commercial parking for the Center and maintains access to the Town Hall access drive.
   - Allows for separate timelines for the Center and the residential projects.
   - Allows the western side of the building to remain and function for tenants. Once the eastern addition of the redeveloped building is complete and tenants are in place, the western portion of the Center will be demolished, freeing up the land for the long-term roadway and transit center improvements to be constructed.

5. **Rooftop Gathering and Playground Relocation**
As part of the amendment, a new outdoor space is proposed on the roof of the Center (second level). This is located on the roof of Clark's and will provide an active park-like space for the development. Because the residential units are relocated from Parcel 1, the playground use on Parcel 5 is removed, with the intention that this new space on Building 1 will function as a community gathering place, and can be seen in the Landscape Plan Set (Sheets L-1.1, 1.4 and 1.8.1).

6. **Reconfiguration of Parcel 1**
Parcel 1 is proposed to be modified to accommodate requests related to the contract purchase agreement. The changes are a result of the following:
   - At the Town's request, the parcel line along Rim Court has been shifted south include 27 parking spaces into the Town's right-of-way. These spaces are to benefit of the Town and do not contribute to commercial parking for the Center.

- With omission of the residential uses on Parcel 1, less land area is needed to maintain the approved floor area ratio for the project. The northern area wrapping around Parcel 4 has been removed from Parcel 1 and assigned to Parcels 2 and 4.
- The parcel line along the western side of the Center's parking lots has been straightened to account for a direct roadway connection to Alpine Bank's property.
- Reduction in below grade parking and an increase in surface parking necessitates additional snow removal. This is accounted for with additional area on the east side of the Center's parking (south of the loading dock turnaround), reallocating lot area from Parcel 5 to Parcel 1.
- Reduction in parcel sizes for Parcels 1 and 6 are also included and are a result of moving parcel area into road rights of way to accommodate the alternative transit center location.

7. Construction Management Plan, Construction Easements and Phasing

A new construction management and phasing plan has been prepared for redevelopment of the Center (Refer to Exhibit F). Phase 1A and 1B construct the interim transit improvements, utilities, parking structure and surface parking which is used to access the garage. This approach maximizes parking early in project for the existing tenants. Phase 2A and 2B includes lower Kearns Road, the eastern surface parking lots, the loading dock and the east building expansion. Once Phase 2 is complete, tenants on the west side of the building can be relocated to the new addition. Phase 3A and 3B completes the parking plan and connects the east building expansion to the rest of the building. Phase 4 demolishes and rebuilds the south building frontage, allowing the grocery store to continue operations from the new space while the existing space is rebuilt (Phase 5).

8. Parcel 1 Storm Water Management Plan

The stormwater management plan has been slightly modified for the new roadways, building footprint and site features. Water quality treatment devices are shifting in location, however the concept for treating stormwater remains the same overall.

The proposed debris flow and rockfall mitigation plan remains the same for the residential parcels. The existing berm and runoff swale above the Center will remain in place until the mitigation plan can be implemented for the residential parcels. Please refer the debris flow and rockfall mitigation analysis for the Center from Tetra Tech in Exhibit E.

9. Parcel 1 Infrastructure and Roadway Improvements Plan

The infrastructure plan has been slightly modified to reflect the reduced parking structure, surface parking lots and new building footprint. To allow the residential parcels to develop on a separate timeline, utilities are routed and stubbed to allow for future connections without rework on Parcel 1.

Roadways remain the same except for internal parking circulation within Parcel 1, and refinements related to the relocation of the transit center on the uphill side of Upper Kearns Road. Access to the Alpine Bank parking lot has been slightly modified with a more direct access drive alignment. Retaining walls have been modified to the parking areas.

10. Summary of Agreement Modifications

Draft updates to the Development Agreement, Subdivision Improvement Agreement, and PUD Guide are included. These edits facilitate the bifurcation of the residential and commercial uses. In addition, per Section 29.6.3.2 of the Contract Purchase Agreement, the developer obligation for restricted housing is removed if development on Parcel 1 does not exceed 58,433 sq ft. For this reason, an updated deed restriction framework is not provided and is referenced as being removed as a requirement in the Development Documents.

Thank you for your time reviewing the materials associated with this proposed PUD Amendment. The proposed adjustments are consistent with the intent of the contract purchase agreement. Please reach out if you have any questions or require any additional information.

Best Regards,



Jessica Garrow, FAICP
Principal, Design Workshop



Darla Callaway, AICP, PLA
Principal, Design Workshop

Table 1: Snowmass Center PUD Amendment Dimensional Changes												
	Parcel 1		**Parcel 2**		**Parcel 3**		**Parcel 4**		**Parcel 5**		**Parcel 6**	
	Approved	**Proposed**	**Approved**	**Proposed**	**Approved**	**Proposed**	**Approved**	**Proposed**	**Approved**	**Proposed**	**Approved**	**Proposed**
Parcel Size (sq ft)	211,830	180,000	22,007	31,507	40,330	40,330	63,681	105,396	92,624	71,837	912,458	910,233
Parcel Size (acres)	4.86	4.13	0.51	0.72	0.93	0.93	1.46	2.42	2.13	1.65	20.95	20.95
Maximum FAR (ratio)	0.43:1	0.43:1	0.98:1	0.98:1	0.67:1	0.67:1	0.91:1	0.91:1	N/A	N/A	N/A	N/A
Maximum Commercial Space (sq ft)	58,344 (Building 1A: 47,404; Building 6A: 3,952; Building 6B: 6,988)	Building 1A: 58,433	None	None	None	None	None	None	None	None	None	None
Residential Units	Building 1A: 9 Free-Market Units and 10 Restricted Units; Building 6B: 5 Free-Market Units	None*	10 Free-Market Units	10 Free-Market Units*	10 Free-Market Units	10 Free-Market Units*	30 Free-Market Units	30 Free-Market Units*	N/A	N/A	N/A	N/A
Parking (spaces)	237 spaces (136 spaces in subgrade garage, 117 surface spaces; 202 Commercial, 16 Free-Market Residential, 19 Deed Restricted)	200 spaces (includes 29 compact spaces)	22 spaces	49 spaces (22 spaces approved in garage, plus 27 spaces behind the center)	23 spaces	23 spaces	66 spaces	66 spaces	N/A	N/A	N/A	N/A
Building Height (feet)	Building 1: 43 feet; Building 6A: 40 feet; Building 6B: 47 feet	Building 1A: 43 feet	46 feet	46 feet	Building 3A: 43 feet; Building 3B: 45.5 feet	Building 3A: 43 feet; Building 3B: 45.5 feet	Building 4A: 54 feet; Building 4B: 63 feet	Building 4A: 54 feet; Building 4B: 63 feet	N/A	N/A	N/A	N/A
Setbacks (feet)	0 feet (all sides)	0 feet (all sides)	0 feet (all sides)	0 feet (all sides)	0 feet (all sides)	0 feet (all sides)	0 feet (all sides)	0 feet (all sides)	N/A	N/A	N/A	N/A
Minimum Open Space (%)	25%	25%	25%	25%	25%	25%	25%	25%	Active Park: 0.96 acres; Open Space: 1.17 acres	Open Space / Park: 1.65 acres	Open Space: 20.95 acres	Open Space: 20.95 acres
* No Residential units are proposed on Parcel 1. Pursuant to the Contract Purchase Agreement, this Amendment includes the ability to construct up to 130 residential units on Parcels 2 - 4.												
**27 total parking spaces located behind the Center are relocated to Parcel 2 through the lot line adjustment.												

Sec. 16A-5-390. Amendment of final PUD.

(3) Review standards. An application for a minor amendment to a final PUD shall comply with the following standards:

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

Response to Criteria

The proposed amendment is focused on Parcel 1 to enable the sale of other parcels to the Town of Snowmass Village (TOSV) for deed-restricted housing. The amendment proposes that Parcel 1 become entirely commercial space, with no more commercial square footage than was included in the original PUD approval (58,344 sq ft). Existing free-market (14 units) and deed restricted (10 units) housing is removed from Parcel 1.

The approved PUD included three different commercial buildings on Parcel 1 – a remodel and expansion of the existing Center (Building 1), and two new buildings (Buildings 6A and 6B), with a subgrade parking garage under the new commercial buildings. As part of this amendment, Buildings 6A and 6B and the parking garage are eliminated. The proposal includes an open-air partial garage to accommodate sufficient parking spaces, but parking is primarily accommodated as surface spaces. With the removal of Buildings 6A and 6B, all the commercial space is moved to the remodeled and expanded existing Center building (Building 1A).

The update also includes prosed parcel line adjustments to accommodate adequate snow storage and to enable the approved 27 space parking in the area accessed from Rim Court and behind the Center to be moved to Parcel 2 as requested as part of the contract agreement with TOSV.

Existing approved community benefits are maintained as part of this amendment, including dedicated space for the US Post Office, space for community gathering, an improved Transit Center, guaranteed lease extension offers for tenants with at least 1,500 sq ft of space in the Center, and financial support for the Rim Connector Trail and a soft surface connector trail. Commitments to construct the Center to LEED Silver standards also remain in place.

b. No substantially adverse impact. The proposed amendment shall not have a substantially adverse effect on the neighborhood surrounding the land where the amendment is proposed, or have a substantially adverse impact on the enjoyment of land abutting upon or across the street from the subject property.

Response to Criteria

The proposed amendment is consistent with the approved uses and will not have an adverse impact on the neighborhood. The entire PUD remains mixed use, with the main adjustment being the location of all residential uses to Parcels 2 – 4, and

the use of Parcel 1 as commercial only. Parcel 5 remains useable as open space and includes trail connections to Woodbridge immediately to the east. A new community gather space is proposed on the roof (second level) of the Center.

As part of the original PUD, access to Alpine Bank was reconfigured. With this amendment, the access remains substantially similar to the approval, and the applicant commits to ensuring continued vehicular access to the Alpine Bank parcel throughout construction. Additionally, the original approval included a trail connection and associated subdivision of the Alpine Bank parcel. This trail configuration is maintained as part of this amendment.

The approved PUD maintained access to Town Hall while adding a Transit Center, and included provision for a new sidewalk along the Conoco parcel within TOSV right-of-way. These transportation-related items remain in the proposed PUD Amendment.

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

Response to Criteria

The proposed amendment is consistent with the character of the PUD and the surrounding areas. The Center currently acts as a key commercial core within the Town, and will remain so as part of this amendment. The approved PUD includes a mix of uses, including commercial and residential uses, as well as open spaces. These uses remain in this amendment.

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

Response to Criteria

The proposed PUD amendment is consistent with these other applicable review criteria. See responses to these criteria below.

Sec. 16A-5-300. Purpose; overview; general restrictions.

(c) General Restrictions. Although one (1) of the purposes of these PUD regulations is to provide flexibility in the land development process, this Section is intended to define the limits of that flexibility. The following restrictions shall apply to all PUDs:

(1) Minimum land area. There shall be no minimum land area qualification in order to be eligible to apply for a PUD, provided that PUD approval shall not be granted solely to permit variations to develop a single lot, building or use.

Response to Criteria

The total area of the PUD is unchanged as part of this amendment.

(2) Location. A PUD may be developed on any land located within the Town.

Response to Criteria

The location of the PUD is unchanged as part of this amendment.

(3) Uses. The land uses permitted in a PUD shall be limited to those uses that are allowed, or are allowed by special review, in the underlying zone district.

Response to Criteria

The proposed PUD amendment removes residential uses from Parcel 1, making it an entirely commercial parcel. Parcel 1 is located in the MU-2 zone district, and all land uses will comply with the requirements and limitations of the zone district, as may be amended. This is memorialized in the proposed PUD Agreement.

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

a. Undeveloped parcels. For undeveloped parcels containing no dwelling units, the Comprehensive Plan future buildout chart shall be used to establish the maximum number of future lots/units and commercial/other space that may be developed within the parcel, and the Unit Equivalency Chart shall be used to determine the number of future buildout units that are being proposed by the new development.

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

c. *Fully developed parcels. For parcels where the total number of the existing dwelling units, where each dwelling unit or residential lot is counted as one (1) unit, equals the future buildout number specified within the Comprehensive Plan buildout chart, the Unit Equivalency Chart shall be used to evaluate the existing development and to establish the existing buildout unit amount. The existing buildout unit amount shall then be considered as the future buildout unit amount for determining maximum buildout, and the Unit Equivalency Chart shall be used to determine the number of future buildout units that are being proposed by the new development.*

Response to Criteria

The amendment proposes to make Parcel 1 entirely commercial, with no more than 58,344 sq ft of commercial space. This is the same limitation as in the approved PUD. There are no additional development requests related to the commercial center.

As part of the contract purchase agreement, the town requested the applicant to include a request for up to 130 total residential units on Parcels 2, 3, and 4 (Section 29.6.3.10 of the Agreement Addendum).

The approved PUD included 10 deed restricted and 14 free-market residential units on Parcel 1, and a total of 50 free-market residential units on Parcels 2, 3, and 4. This results in a total residential density of 74 units in the approved PUD. The request in the purchase agreement would increase this by 56 units for a total of 130 residential units. This ability has been incorporated into the relevant development documents.

If the Town Council determines that the PUD complies with the applicable provisions of this Subsection (c), General Restrictions, the standards of Section 16A-5-310, Review Standards, and any other applicable provisions of this Code, then a PUD may develop up to, but not more than, sixty-five percent (65%) of the maximum number of future lots/units and commercial/other space identified for that subdivision or other development in the buildout analysis. The Town Council may approve a buildout that is less than or greater than sixty-five percent (65%), based on the following standards:

a. *Lesser buildout. A lesser buildout may be approved by the Town if, during the evaluation of the compliance of the PUD with the applicable review standards, it is determined that there are site specific physical constraints on the property that would limit its appropriateness for buildout (such as the presence of wetlands, flood plains, steep slopes or wildlife habitat), or the applicant has been unable to adequately provide public improvements or services necessary for the development, or the buildout would be incompatible with surrounding land uses or with the character of the community as described in Section 16A-4-340, Building Design Guidelines to Preserve Community Character, or if other pertinent limitations are identified.*

b. Greater buildout. A greater buildout may be approved if the Town Council finds that the PUD achieves one (1) or more of the purposes described in Subsection (c)(6), Community Purposes for PUDs, and the PUD complies with the other applicable provisions of this Subsection (c), General Restrictions, the standards of Section 16A-5-310, Review Standards, and any other applicable provisions of this Code. No buildout may be permitted to exceed one hundred percent (100%) of the maximum number of future lots/units and commercial/other space listed for that subdivision, parcel or other development, except that under unique and exceptional circumstances where it can be sufficiently demonstrated by the applicant that the resulting development will, for good cause shown, exceed the PUD review criteria standards, a reconsideration and amendment of the future buildout analysis chart allocation for that subdivision, parcel or other development may be considered. The Town Council shall then adopt an ordinance, approved by at least three-quarters (¾) of the members of the Town Council present and voting, amending the future buildout analysis chart and identifying the reasons why the amendment is warranted.

TABLE 5-4
UNIT EQUIVALENCY

CATEGORIES	***SQUARE FOOTAGE***	***UNIT EQUIVALENT***
MULTI-FAMILY I	*Less Than 1,000 s.f.*	***0.5***
MULTI-FAMILY II	*1,000 s.f. - 1,500 s.f.*	***0.50*** *+ .05 Per Each Additional 100 s.f. Above 1,000 s.f.*
MULTI-FAMILY III	*1,501 s.f. - 2,500 s.f.*	***0.75*** *+ .10 Per Each Additional 100 s.f. Above 1,500 s.f.*
MULTI-FAMILY IV	*More Than 2,500 s.f.*	***1.75*** *+ .25 Per Each Additional 100 s.f. Above 2,500 s.f.*
SINGLE-FAMILY I	*Less Than 2,500 s.f.*	***1***
SINGLE-FAMILY II	*2,500 s.f. - 4,500 s.f.*	***1.0*** *+ .10 Per Each Additional 100 s.f. Above 2,500 s.f.*
SINGLE-FAMILY III	*More than 4,500 s.f.*	***3.0*** *+ .50 Per Each Additional 100 s.f. Above 4,500 s.f.*
HOTEL/LODGING I	*Less Than 500 s.f.*	***0.25***
HOTEL/LODGING II	*500 s.f. - 1,000 s.f.*	***0.25*** *+ .10 Per Each Additional 100 s.f. Above 500 s.f.*
HOTEL/LODGING III	*More than 1,000 s.f.*	***0.75*** *+ .25 Per Each Additional 100 s.f. Above 1,000 s.f.*

Response to Criteria

The size of the potential 130 units on Parcels 2, 3, and 4 is not known at this time, and it was not included in the contract purchase agreement; therefore, a calculation is not possible at this time. The request for 130 total units (56 more than approved) is an increase of approximately 75%.

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

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

b. Minimum open space requirement for the PUD;

c. Maximum allowable floor area of the PUD;

d. Minimum area of lots within the PUD; and

e. Minimum setbacks for buildings within the PUD.

A dimensional limitation may be varied when the Town Council finds that the PUD achieves one (1) or more of the applicable purposes listed in Subsection (c)(6), Community Purposes for PUDs, that granting of the variation is necessary for that purpose to be achieved, and that the resulting development will be consistent with the provisions of Subsection (c)(7), Standards for Granting of Variations, and Section 16A-5-310, Review Standards.

Response to Criteria

The approved PUD identified the dimensional requirements for the PUD. Table 2, below, identifies the approved dimensions for Parcel 1 and the proposed dimensions. These dimensions are consistent with the underlying MU-2 zone district and the approved PUD.

Table 2: Snowmass Center Parcel 1 Dimensions

	Parcel 1		
	Approved	**Proposed**	**Change**
Parcel Size (sq ft)	211,830	180,000	-31,830
Parcel Size (acres)	4.86	4.13	-0.73
Maximum FAR (ratio)	0.43:1	0.43:1	None

Maximum Commercial Space (sq ft)	58,344 (Building 1A: 47,404 Building 6A: 3,952 Building 6B: 6,988)	Building 1A: 58,433	None
Residential Units	Building 1A: 9 Free-Market Units and 10 Restricted Units; Building 6B: 5 Free-Market Units	None*	Removes 24 Residential Units*
Parking (spaces)	237 spaces (136 spaces in subgrade garage, 117 surface spaces; 202 Commercial, 16 Free-Market Residential, 19 Deed Restricted)	200 spaces (includes 29 compact spaces)**	-37 Spaces (associated with Residential Use removal and relocation of 27 spaces behind Center to Parcel 2)**
Building Height (feet)	Building 1: 43 feet Building 6A: 40 feet Building 6B: 47 feet	Building 1A: 43 feet	None
Setbacks (feet)	0 feet (all sides)	0 feet (all sides)	None
Minimum Open Space (%)	25%	25%	None
* No Residential units are proposed on Parcel 1. Pursuant to the Contract Purchase Agreement, this Amendment includes the ability to construct up to 130 residential units on Parcels 2 - 4.			
**27 total parking spaces located behind the Center are relocated to Parcel 2 through the lot line adjustment.			

In addition, because parcel lines are proposed to be adjusted to facilitate the reallocation of parking spaces above the Center to Parcel 2 and to accommodate snow storage requirements, Table 3, below, identifies the proposed parcel areas. The overall size of Parcel 1 is reduced to move the upper parking to Parcel 2, increasing the size of Parcel 2. Parcel 5 is reduced to provide additional space on Parcel 1 for snow storage. Parcel 4 is increased to accommodate the required stormwater detention basins for the housing units, moving this from Parcel 1 to Parcel 4. Parcel 6 is reduced in size due to the relocation of the transit area – this area is added to the right of way.

Table 3: Snowmass Center PUD Parcel Sizes			
	Approved Parcel Size	**Proposed Parcel Size**	**Net Change**
Parcel 1	211,830	180,000	-31,830
Parcel 2	22,007	31,507	9,500
Parcel 3	40,330	40,330	0
Parcel 4	63,681	105,396	41,715
Parcel 5	92,624	71,837	-20,787
Parcel 6	912,458	910,233	-2,225

(6) *Community purposes for PUDs. The Comprehensive Plan identifies certain purposes the community intends to achieve as it develops. The following purposes shall be used in determining whether the buildout for a PUD may exceed sixty-five percent (65%) of that identified in the buildout analysis and whether any of the parcel's dimensional limitations should be varied:*

Response to Criteria

Dimensional variations are not required or requested for Parcel 1. As mentioned above, the town included language in the contract purchase agreement to enable a total of 130 dwelling units to be developed on Parcels 2, 3, and 4. The sale of the property to the town will likely result in the conversion of the approved free-market units (64 total in the approved PUD) to deed-restricted units. The project, if amended, will enable the town to contribute significantly to the affordable housing stock in the community.

Responses to these criteria are included, but the applicant does not believe the criteria are applicable to Parcel 1 given the fact that the proposed amendment complies with the dimensions in the original PUD.

a. *Provision of restricted housing. A parcel's maximum buildout may be achieved and its dimensional limitations may be varied to offer an incentive to applicants to provide more restricted housing within the PUD than would otherwise be required by this Development Code, particularly in those priority locations for such housing identified within the Comprehensive Plan.*

Response to Criteria

This criterion is not applicable. This PUD amendment is requested in order to facilitate the sale of Parcels 2 – 4 to TOSV for use as restricted housing. The sale of the Parcels 2, 3, and 4 to the town will likely result in the conversion of the approved free-market units (64 total in the approved PUD) to deed-restricted units. The project, if amended, will enable the town to contribute significantly to the affordable housing stock in the community.

All residential units are proposed to be removed from Parcel 1, making the parcel entirely commercial. As identified in the original PUD, no housing mitigation is required for the commercial square footage increase. In addition, the contract

agreement with TOSV includes a provision requesting removal of all residential units from Parcel 1.

b. *Encourage sustainable development. A parcel's maximum buildout may be achieved and its dimensional limitations may be varied to encourage sustainable development within the Town that diversifies the mix of lodging, retail and dining uses and that is consistent with the intent of the Comprehensive Plan. Sustainable development may be of the type that creates a sense of place where one can live and work within a small defined service area as well as where recreation, public transportation, open space, personal services and shopping are within reasonable walking distance. It may also be where the development includes positive social, environmental or economic benefits that significantly contribute to, greatly enhance or are determined necessary for the sustainability of the community as a whole.*

Response to Criteria

The proposed development aligns with the Town's vision for sustainable growth by creating a vibrant, mixed-use community hub that integrates commercial spaces while providing 4,000 sq ft of space for USPS and retaining the community's only grocery store. This development located key transportation improvements and commercial spaces in proximity to existing and anticipated residential areas. The design emphasizes a sense of place by creating a community center and gathering place that fosters social interaction and community engagement. This is seen in the updates to the interior gather space by the grocery store and USPS, as well as expanded outdoor spaces on the second level.

In addition, the Development Agreement has been updated to require any tenant renting 1,500 sq ft or more at the Center be guaranteed an offer to have their lease extended by a period of 10 years. This will help ensure that existing tenants have a long-term future at the Center.

c. *Provide open space and/or avoid wildlife habitat. A parcel's maximum buildout may be achieved and its dimensional limitations may be varied to provide necessary site planning flexibility to enable the development to provide more and higher quality open space or to conserve critical wildlife habitat lands. This shall be accomplished in such a way as to maintain these lands as large, contiguous areas. Such lands shall not be fragmented into small, unconnected areas by development, unless the applicant demonstrates that this arrangement will result in the most suitable development pattern for the property, and that the lands providing valued open space or critical wildlife habitat have been protected. Where applicable, connections of such lands on the site to such lands on adjacent properties shall be accomplished.*

Response to Criteria

The PUD Amendment is focused on Parcel 1, and all previously approved improvements and land dedications will remain in place.

d. *Encourage better design. A parcel's dimensional limitations may be varied (but its maximum buildout may not be achieved) to allow for greater variety in the type, design and layout of buildings. Structures shall be designed to be compatible, in terms of height, mass, scale, orientation and configuration, with other buildings in the PUD and with surrounding uses, yet shall avoid uniformity of design. Various types of residential uses may be combined within the PUD (when allowed by the underlying zone district), to promote more efficient land use patterns and increased open space.*

Response to Criteria

The proposed development features a thoughtfully designed building that accommodates key commercial tenants, including USPS, the grocery store, the liquor store, and other community-focused businesses. At the heart of the design is an internal atrium, a central gathering space that fosters community interaction and provides a welcoming environment for residents and visitors alike. The building's layout also includes versatile spaces on both upper and lower levels, ideal for cafes or coffee shops, further enhancing the building's role as a vibrant social hub. This design approach not only meets the needs of essential services but also creates a dynamic, engaging space that strengthens the community's sense of place.

e. *Develop necessary public facilities. A parcel's maximum buildout may be achieved and its dimensional limitations may be varied to provide an incentive for an applicant to develop, or contribute to the development of, necessary public facilities, such as public parking and transportation facilities, public recreation facilities and other public facilities consistent with the intent of the Comprehensive Plan and the Town's goals and objectives. The facilities may be located within or outside of the PUD, but shall be facilities beyond the required mitigation for the project that meet the needs not only of project residents, but also of other residents of and visitors to the Town and shall promote, generally, the public health, safety and welfare.*

Response to Criteria

The project includes 200 parking spaces to support commercial uses, ensuring convenient access for customers and employees. Additionally, the proposed amendment allows for continued transportation access with a transit center, reinforcing the site's role as a key transportation hub. Existing approved trail connections are preserved, while new sidewalks are incorporated into the design, providing high-quality, safe connections for pedestrians and bicyclists. These elements work together to create a well-integrated, accessible environment that

supports multiple modes of transportation and encourages sustainable mobility within the town.

Achieving one (1) or more of the applicable purposes listed above does not, by itself, grant any development entitlement for the buildout of a PUD to exceed sixty-five percent (65%) of that identified in the buildout analysis or for any of the parcel's dimensional limitations to be varied.

Response to Criteria

This criterion is not applicable, as the total number of residential units is not changed by the PUD amendment.

(7) Standards for granting of variations. Any PUD dimensional limitation variation authorized in Subsection (c)(5), Dimensional limitations, may be granted by the Town Council, provided that it complies with the following standards:

a. Height. Variations to increase the maximum allowable height of structures may be obtained pursuant to the following provisions:

1. A request to grant a variation to increase the maximum allowable height for any individual structure may be granted by the Town Council, provided that at least fifty percent (50%) of the structure for which the variation is sought, as measured utilizing the structure's footprint, conforms to the height limits of the underlying zone district, provided further that no portion of the structure exceeds the height limit of the underlying zone district by more than seventy-five percent (75%).

2. In exceptional and special circumstances, a request to grant a variation to increase the maximum allowable height for individual structures may be permitted to exceed the fifty-percent or seventy-five-percent limitation described in the preceding paragraph, if the applicant is able to sufficiently demonstrate to the satisfaction of the Town Council that:

a) Views from surrounding properties, as determined through the use of detailed view plane analysis, which may include computer-generated visualizations, story poles and other methods acceptable to the Planning Director, will not be substantially adversely affected. The surrounding properties to be considered will include those immediately adjacent to the PUD and those that are identified by the Planning Commission and the Town Council during their respective review and public comment periods.

b) The proposed structure will be compatible, in terms of height, mass, scale, orientation and configuration, with other structures in the PUD and with adjacent structures.

If the variation exceeds the fifty-percent or seventy-five-percent limitations described in the preceding paragraph, the variation and the Preliminary PUD

Plan resolution must be approved by at least three-quarters (¾) of the Town Council members present and voting, for good cause shown and by identifying the reasons why the height variation is warranted.

3. *For the purposes of administering paragraph (7)a, the Town Council may grant by simple majority vote, a height variation for certain structures, such as flagpoles, antennas and other similar structures which have only a nominal footprint. Ski-lift towers and related facilities are exempt from requiring height variation approval.*
4. *In circumstances where two (2) structures have been connected by an enclosed walkway, corridor, atrium or other enclosed space whose width or height is less than fifty percent (50%) of either the width or height of either of the otherwise separate structures measured from the side being connected, the provisions of paragraph (7) shall be applied to each structure separately rather than as one (1) structure.*

Response to Criteria

This criterion is not applicable, as no dimensional variations are proposed.

b. Open space and minimum lot area. A variation to reduce the minimum open space requirement or to reduce minimum lot area (in order to cluster lots) may be permitted if:

1. *Such variation will not be detrimental to the character of the proposed development or to surrounding properties;*
2. *The proposed development shall include open space for the mutual benefit of the entire development; and*
3. *The open space that is provided is accessible and available to at least all dwelling units and lots for which the open space is intended.*

Response to Criteria

As part of the original PUD, significant open space was provided, including nearly 23 acres of Open Space that has been dedicated to the town. In addition, the commitment for 25% of each parcel to be open space remains.

c. Minimum building setbacks. Minimum building setbacks shall be established by the PUD plan, provided adequate distance shall be left between buildings for necessary access and fire protection, and to ensure proper ventilation, light, air and snowmelt between buildings, and to minimize the effects of transmission of noise between units and between buildings.

Response to Criteria

Zero (0) foot setbacks were established as part of the original PUD. These are unchanged as part of this amendment.

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

Response to Criteria

The PUD amendment updates the overall parking configuration and provides 200 spaces for the commercial uses. The original PUD included parking above the Center, accessed off of Rim Court, in surface spaces in front of the Center along the new main street, and in a subgrade parking garage. This PUD amendment consolidates the parking in front of the Center and removes the large parking garage. In order to respond to the requirements of the purchase agreement and the town's request to utilize the parking spaces accessed from Rim Court, the parking configuration is relocated entirely to the front of the center and consists of 200 parking spaces. Given the grades on the site, the parking is a combination of surface spaces and a small parking garage. The parking changes are identified in Table 4, below.

Table 4: Snowmass Center Parcel 1 Parking

Parcel 1	Approved	Proposed
Total Parking Spaces	237 spaces (202 commercial; 35 residential)	200 spaces (all commercial)
Parking Location - Parking Garage	136 spaces (subgrade parking structure under Buildings 6A and 6B; 120 commercial, 16 residential)	38 spaces (anticipated to be open-air)
Parking Location - Surface Spaces	101 spaces (82 commercial, 19 residential)	162 spaces
Parking Location - Rim Court	27 spaces (19 deed-restricted, 8 commercial)	0 spaces All removed to transfer to Parcel 2, at the town's request

Based on Section 16A-4-310, the development in the original PUD and in this amendment is 201 parking spaces, as divided in Table 5, below. Given the requested adjustments to remove parking access off of Rim Court to the town, as well as snow storage requirements, a total of 200 parking spaces are able to be accommodated on the site. A Parking Plan was included in the approved PUD and is proposed to be updated to reflect the updated parking configuration.

Table 5: Snowmass Center Parcel 1 Parking

	Space	Parking Requirement	Rounded Total Requirement
Commercial Space	52,043	173.48	
Restaurant Seats	110	27.5	
Total Commercial Requirement		200.98	**201**

(9) Road standards. A PUD may be permitted to deviate from the Town's road standards, to enable the development to achieve greater efficiency of infrastructure design and installation through clustered or compact forms of development or to achieve greater sensitivity to environmental features, when the following minimum design principles are followed:

a. Safe, efficient access. The circulation system shall be designed to provide safe, convenient access to all areas of the proposed development using the minimum practical roadway length. Access shall be by a public right-of-way, private vehicular or pedestrian way or a commonly owned easement.

b. Internal pathways. Internal pathways shall be provided to form a logical, safe and convenient system for pedestrian access to dwelling units and common areas, with appropriate linkages off-site.

c. Emergency vehicles. Roadways shall be designed to permit access by emergency vehicles to all lots or units. An access easement shall be granted for emergency and utility vehicles, as applicable, to use private roadways in the development for the purpose of providing emergency services and for installation, maintenance and repair of utilities.

d. Principal access points. Principal vehicular access points shall be designed to provide for smooth traffic flow, minimizing hazards to vehicular, pedestrian or bicycle traffic. Where a PUD abuts a major collector, arterial road or highway, direct access to such road or highway from individual lots, units or buildings shall be prohibited when other reasonable access options are available.

e. Snow storage. Adequate areas shall be provided to store snow removed from the internal street network and from off-street parking areas.

Response to Criteria

The proposal meets road requirements for the town in the phasing plan and in the final proposal. There are internal pathways that are provided on Parcel 1 to ensure access from surrounding trails and through the parking area.

Emergency access is provided for as required in the interim and final condition. Snow storage meets town requirements and is accommodated in the parking areas, and in lot area added from Parcel 5 to Parcel 1.

(10) Adequate public facilities. A final plan shall not be approved unless the Town Council determines that public facilities will be adequate to support and service the area of the proposed development or that needed public facilities and services will be made available concurrently to offset the potential impacts of such development. Public facilities and services to be examined will include, but not be limited to: storm drainage, roads and their maintenance, public transportation service and facilities, pedestrian circulation, sewerage and sanitary facilities, water availability and

serviceability, solid waste disposal, fire and emergency medical services and electrical service. The applicant shall show that:

a. Adequate facilities and carrying capacity exist at the time of development or will be provided to the PUD and affected areas prior to completion of each building or phase of the development necessitating the demand for said facilities or capacity;

b. The PUD has been located so as to be reasonably convenient in relation to police and fire protection, emergency medical services and schools;

c. The PUD will accommodate the efficient provision of local and regional transit facilities and services.

Response to Criteria

The Center is served by public facilities, and as determined in the original PUD process there are adequate public facilities to service the development. In addition, the amendment preserves the transit center, ensuring adequate transportation facilities are located at the Center into the future.

Sec. 16A-5-310. Review standards.

In addition to demonstrating compliance with the provisions of Section 16A-5-300(c), General Restrictions, and with all other applicable provisions of this Code, a proposed PUD shall also comply with the following review standards.

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

Response to Criteria

The Snowmass Center PUD is consistent with the Comprehensive Plan. The Executive Summary of the plan states "Although many actions are identified in the 2018 Comprehensive Plan, there are several strategic initiatives contained in the Plan that should be the primary focus and be fully embraced." The PUD and this subsequent amendment meets all of these strategic initiatives, including the protection and preservation of open spaces, economic and environmental sustainability and resiliency, multi-modal connections, managed parking, updated to older buildings, and support of workforce housing.

- **Preserve and protect open spaces and our environment**

The PUD preserved 20.95 sq ft of open space. This represents nearly 75% of the overall PUD. It includes solar panels to help off-set energy usage in the development, and it implements an extensive stormwater system that will improve the overall health of Brush Creek.

- **Promote environmental and economic sustainability and resiliency**

The PUD increases the total leasable square footage by 40% to 58,433 sq ft through a combination of new commercial space and updates to decades old space that includes significant amounts of non-leasable circulation space and rentable spaces that no longer meet the expectations of a business owner or customer. The project will update all mechanical systems within the building, making them more energy efficient and in line with current building and energy codes. The approved PUD required that the Center be developed to a LEED Silver standard. This requirement remains in this proposed amendment.

The proposal reserves 4,000 sq ft of space for a right-sized and modern post office and preserves the only grocery store in the community. The phasing plan is proposed to minimize disruption to Center tenants, enabling them to remain in existing spaces while the remodel and expansion is being completed with a goal of requiring each tenant to move once, if they are relocating. The construction plan also seeks to ensure Clarks Market can remain open throughout construction.

- **Focus on improved access and safety to make Snowmass Village more walkable and bikeable**

The PUD implements key bike and pedestrian connections, creating a complete connection from the Snowmass Center to Melton Ranch via the Rim Connector Trail and the rebuilding of the Melton Trail. As part of this amendment, extensive streetscape improvements are included that will make the Center easily navigable as a pedestrian or bicyclist.

- **Continue to improve the multi-modal connections between Base Village, the Mall and the Snowmass Center**

The approved transit center remains as part of this amendment. This creates a dedicated area for transit service that no longer has to complete with vehicle, shuttle, or delivery traffic. As an interim condition while construction is underway, bus spaces are reserved to enable easy bus loading and unloading for both up valley and down valley town routes.

- **Manage parking and transit to encourage efficient, effective, and sustainable mobility choices**

The project includes parking that meets the town's shared paring requirements. A detailed parking study was completed as part of the original PUD to understand the anticipated traffic patterns and parking needs for the commercial uses. The overall parking spaces provided exceed the peak demand identified in the parking and traffic study. A total of 200 parking spaces are provided for the commercial space, at a ratio of 1 parking space per approximately 292 sq ft of commercial space.

- **Focus new development and/or redevelopment within the identified CPAs.**

The project is located in the Snowmass Center CPA identified in the Comprehensive Plan.

• Encourage the update and renovation of older buildings in the Village

The Snowmass Center is over 40 years old, and is showing its age. Critical systems are in need of being updated and will be improved and right-sized as part of this remodel and redevelopment. The ceiling heights in the second floor are around eight (8) feet, which is much lower than modern standards. When the HVAC ducting is accounted for, the spaces are closer to seven (7) feet in height. A series of sloping hallways and staircases creates a confusing space that is difficult to fill with tenants. Updating and modernizing this building will provide an improved commercial experience for customers and tenants alike.

• Continue to support a viable workforce and our commitment to workforce housing by exploring opportunities that best balance the character and resources of the Town

The PUD Amendment is proposed as part of the contract purchase agreement with the Town. If it moves forward, it will enable the Town to process a future PUD Amendment for the approved residential parcels to be converted from free-market residential to deed-restricted residential.

• Strengthen local economic opportunities to assure vibrancy

This proposal focuses on creating a vibrant space that is connected to Snowmass through multiple modes of transportation. It creates new and improved commercial and for local residents and enables long-time tenants to remain at the Center.

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

Response to Criteria

Responses to Criteria in Section 16A-4-340 are included in this application.

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

Response to Criteria

This PUD amendment provides an opportunity to creatively plan for the future of the Snowmass Center. This amendment makes Parcel 1 entirely commercial, allowing for the town to pursue a potential purchase of the parcels above for community deed restricted housing. The Center includes significant improvements to community infrastructure,

including opportunities to maintain and improve crucial community-serving commercial spaces.

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

Response to Criteria

A detailed Landscaping Plan is included in the application. It identifies extensive improvements to the streetscape through plantings and community gathering spaces.

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

Response to Criteria

The application includes responses to all applicable review standards, as identified by staff during the pre-application conference.

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

Response to Criteria

This parcel, as identified in the approved PUD, is suitable for development. All necessary mitigation for rockfall and erosion are addressed in the plan, as detailed in the Civil Sheets and Engineering Report.

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

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

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

Response to Criteria

All roads within the subdivision are continuous. The inefficient parking area drive lanes that exist today are removed and replaced with a completed street system. This includes a vehicular connection connecting Lower Kearns Road and Upper Kearns Road. Fire access and emergency access is provided on roads, and all roads include necessary utility easements. Upper and Lower Kearns Roads are to be dedicated to the Town, pursuant to the approved PUD.

All water and sewer lines meet SWSD requirements, and TOSV Comprehensive Plan. The Civil Engineering plans outline all water and sewer lines.

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

Response to Criteria

Development phasing for Parcel 1 is required in order to maintain access to the Center throughout construction and to minimize impacts to tenants. Additionally, maintaining fire access is required if the Center is to remain in operation during construction, including for the grocery store and USPS. The following phased construction approach is proposed and shown in more detail in the Construction Phasing Plan. A total of four phases of construction are included in the draft CMP. In addition, a request for a total of ten years of vested rights from the date of the PUD approval is requested.

- Phase 1A and 1B will include site preparations. These ensure safe site and traffic flow, as well as the creation of an interim bus location. Initial infrastructure improvements are anticipated in this phase of work, including a looped waterline.
- Phase 2A and 2B focuses on improvements to the eastern side of the site. Construction will first begin on the eastern addition. This will include the new loading dock and the USFS space. A temporary construction and staging easement will be required on Parcel 2 to enable the completion of the eastern addition.
- Phase 3A and 3B will include roadway and building improvements to complete the new space for tenant relocations.
- Phase 4 includes the removal of the existing western annex and construction of the addition to the front of the building.
- Phase 5 is construction of spaces above the grocery store.
- The existing annex, or a portion thereof, will remain in place until such time as the Town is ready to move forward with construction of the residential units above. This

is required because the annex acts as a retaining wall for the existing road behind the Center. Once the Town moves forward with the residential units, updates to retaining areas will be required to maintain grades and access. (See Phase 4 of CMP.)

- The road behind the Center will remain in place for fire access only until Rim Court is constructed.
- A temporary bus drop off will be located on the western portion of the site, near the existing annex. This can accommodate two buses – one for down valley and one for up valley drop offs and pick ups – and will require the buses to circulate through the Center to avoid a left hand turn from Lower Kearns onto Brush Creek Road. (See Phases 1 – 3 of CMP.)
- Once the town moves forward with construction of Rim Road and Rim Court, the existing annex and fire lane can be removed. The existing west and north walls of the Center will remain in place to accommodate phasing between the Center and the parcels anticipated for sale to the town.

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

Response to Criteria

Phases 1 – 3 of the construction require the existing annex to remain in place to support fire access and enable streamlined tenant relocation. The proposed CMP will result in the construction of the new eastern annex (location of new loading dock and USPS space) in the initial phases, and will likely result in a period of time when there is more than 58,433 sq ft of space on the site. Once the western annex is demolished, the approved total of 58,433 sq ft of commercial space will be developed and occupied. During construction, reasonable closures may be required. To the extent possible, these will be limited to partial closures. More detail is included in the draft development documents and PUD Guide.

Sec. 16A-4-340. Building design guidelines to preserve community character.

(c) Building Design Guidelines.

(1) Site integration. Building design shall be influenced by, and shall respond to, the natural features and mountain setting that surround the property. Structures shall be designed so they do not overwhelm the surrounding mountain environment.

a. Minimize modification. Developments should be planned to minimize the extent to which it is necessary to modify the natural terrain and natural watercourses. Where earthmoving techniques are necessary, man-made forms should be soft and natural in appearance. Natural water features should be preserved and enhanced.

b. Indigenous details. Indigenous details and landscape accents, such as streams, boulders, trees and wildflowers, should be used to connect the development to natural conditions.

c. Complement natural landforms. New buildings should be designed to complement natural landforms, by setting them into the slope, or by reflecting the angles and shapes found in the natural landscape. Building massing should be broken up or stepped along a slope, to conform to the shape, aspect and scale of the natural terrain.

d. Signs. Interpretive information and signs should be used to draw attention to nature and mountain ecology.

e. Grade. Awkward changes of grade in public spaces should be avoided. Natural grade changes should be used to separate and define activity areas. The needs of disabled persons should be considered in the layout of uses and in circulation patterns, as circulation on sloping terrain can be an obstacle to the disabled.

Response to Criteria

The development area for the proposed amendment to Parcel 1 is unchanged from the original PUD. The development has been designed to be sensitive to the natural environment and integrate into existing site conditions. There are significant grades on the site, and updated site circulation and construction phasing has taken this into consideration, seeking to minimize the impact to areas in steep slopes.

(2) Scale and mass. Buildings shall be designed to ensure that they are not perceived as being monumental in scale.

a. Relation to scale of surrounding buildings. The height and mass of new buildings should be related to the prevailing scale, form and proportion of surrounding buildings, to avoid overwhelming or dominating the existing character of the area.

b. Design articulation. Groups of buildings should be located to avoid creating a "wall" or "row" effect. Individual buildings should incorporate offsets or projections that relieve the visual effect of a single long wall, help to articulate individual units or groups of units and give the appearance the building is made up of a collection of smaller structures. Buildings should be sited so their longest frontages are not on their most visible sides.

c. Human scale. People spaces should respect human scale. The design should include articulated building and roof configurations; staggered roof lines; sloping roof forms with overhangs; setbacks of upper stories; variations in grade level, floor plane and wall textures; spatial enclosure; and the use of design elements that break up the volume of space.

d. Screen mechanical equipment. The roofs of structures containing nonresidential or multi-family uses should be designed to screen heating, ventilation and

mechanical equipment from view from neighboring properties and public rights-of-way.

Response to Criteria

The proposed updates to Building 1A have been designed to be sensitive to the mass and scale of the area, and to be consistent with the allowances of the existing PUD. The height limit of 43 feet is maintained, and the overall design is substantially similar to the approved massing. Additional articulation to Building 1A to add fenestration and create a visual entry element near the grocery store has been incorporated into the design.

In an effort to create a human scale to the development, the design includes generous sidewalks that allow for landscaping and spill out seating to encourage dwell time. This includes an atrium and interior space, similar to what exists today, and the creation of outdoor seating areas and ample sidewalk spaces for a café and/or restaurant seating. The design includes street trees that reflect a Main Street design, as well as incorporates signage and lighting details to extend the environment of the Snowmass Center.

In addition, there are significant amenity spaces on the second level of the building. The updates to the second level seek to maintain views to the south and the ski area, taking advantage of areas of sun on the site.

The Architectural sheets illustrate this in more detail.

(3) Building materials. Buildings shall be designed with natural materials and details that are indigenous to Colorado and that are nonreflective.

a. Authenticity. Materials should be predominantly authentic in their appearance, with natural textures and weathering.

b. Materials. The indigenous materials of the surrounding mountains should be conveyed by integrating heavy timbers, natural siding materials and rock into the building design.

Response to Criteria

Building materials proposed for the PUD Amendment are consistent with the existing approvals. Therefore, these building materials have been carefully chosen to respond to the tones and textures of the natural environment in Snowmass Village. Durable, rugged, and low maintenance building materials are characteristic qualities of these selections with a proven track record of performance in Colorado. For example, the project uses natural types of stone veneer, weathered metals, and heavy timber wood detailing toward this end. Considering the requirement for non-combustible materials and fire mitigation techniques, particular attention has been paid to balance the look and feel of these materials within a natural color palette that complements the surrounding mountain landscape. The Architectural sheets and the PUD Guide describe this approach in greater detail.

(4) Climate/solar orientation. Buildings should be located to maximize their exposure to winter sun and natural light, and for protection from wind and temperature extremes.

The sizing, height and placement of windows should take advantage of the sun's seasonal track and the intensity of solar radiation that is found in the area.

Response to Criteria

As with the existing approval, the PUD Amendment is positioned to take advantage of the passive solar orientation and expansive view to the south of Snowmass Ski Area. Roof overhangs, horizontal projections, and trim details modulate the solar gain appropriately throughout the year- allowing sunlight into the building during the winter while shielding it during the summer. On the northside of the project, glazing is used more sparingly to acknowledge the performance challenges associated with shade and shadow inherent with this exposure. Further, with this passive solar approach to design, the east and west sides of the building footprint are minimized relative to the long axis as well as the low-angle sun. The Architectural Solar Diagrams graphically illustrates these attributes.

(5) Views. Buildings should be oriented to take advantage of views and view corridors, and to frame views and enclose open space, but should also preserve important sight lines, overlooks and landmarks as viewed from public roadways and other public spaces, and as viewed from neighboring developments. Buildings shall be located to comply with the provisions of Section 16A-4-50(f), Ridgeline Protection Areas.

Response to Criteria

The building placement and Ridgeline Protection was completed as part of the original PUD review, and all buildings in the PUD were found to comply. This amendment removes two buildings (Buildings 6A and 6B), which reduces the overall impact of the project on views. The site design and public open plazas have been designed to capitalize on the views to the ski mountain, Mt. Daly, and down valley. Parcel 5 remains undeveloped, maintaining views from Woodbridge. The Site Plan and Architectural plans further illustrate compliance with this standard.

Sec. 16A-4-50. Geologic hazard areas, steep slopes and ridgeline protection areas.

(f) Ridgeline Protection Areas.

(1) Ridgeline protection areas. Ridgeline protection areas are those lands that are visible from Brush Creek Road, Owl Creek Road or the Town Community Park and are at the crest or highest elevation of a ridge or hillside, or are within fifty (50) feet of elevation, measured vertically, from the crest of a ridge or hillside. These lands frame the natural mountain setting within the Town and include lands outside the Town boundary. It is the intent of the Town to ensure that the mountaintops surrounding Snowmass Village retain their natural appearance by preventing structures from being built at or near the crest of a ridge or hillside.

(2) Ridgeline penetration prohibited. Except as provided in subparagraph (f)(3) below, no development of new structures shall be designed or located within a ridgeline protection area in such a way that it will appear to penetrate above the crest of a ridgeline protection area as seen from Brush Creek Road, Owl Creek Road or the

Town Community Park when viewed from within the park or road surface edge at a height of five (5) feet. In addition, any existing structure that is located within a ridgeline protection area that is demolished may only be rebuilt if its design complies with the standards of this Subsection (f).

Response to Criteria

The building placement and Ridgeline Protection was completed as part of the original PUD review, and all buildings in the PUD were found to comply. This amendment focuses on removing residential development from Parcel 1 and maintaining Parcel 1 as an entirely commercial parcel. The development is substantially similar to that approved for Building 1A in the original PUD. The requirements of this standard to maintain views is met as part of the redesigned commercial building.

Sec. 16A-4-310. Off-street parking standards.

(c) Reduction of Required Parking. Parking may be proposed to be reduced by one (1) or more of the following options:

(1) Shared parking. Off-street parking facilities for separate uses may be provided collectively, if the total number of spaces provided is not less than the sum of the separate requirements of each such use. However, no parking space or portion thereof shall serve as the required space for more than a single use, unless the Town specifically authorizes a shared parking arrangement. In order to obtain approval of a shared parking arrangement, the applicant shall be required to show in a Parking Management Plan that the peak use period for the uses will not overlap with one another, that the uses are located on the same or adjoining sites, and that the total number of spaces that would be required for all uses has not been reduced by more than twenty percent (20%).

Response to Criteria

The approved PUD included a shared parking plan. With the removal of residential uses from Parcel 1, a shared parking plan is no longer proposed. The Parking Plan has been updated to reflect this change.

(2) Alternative parking plan. The Comprehensive Plan recommends that day skier parking be reduced west of the Woodbridge pedestrian bridge and be increased east of that bridge. In order to accomplish this recommendation, applicants proposing development that will be located west of the Woodbridge Bridge are encouraged to, but applicants proposing development that will be located east of said pedestrian bridge may propose to, develop fewer spaces on site than would be required by Table 4-3, both subject to the submission of a Parking Management Plan. For the number of required parking spaces to be reduced, the applicant shall comply with one (1) or a combination of the following options:

a. Create parking in desired location. The applicant may develop that parking which would have been required on site in a location that is consistent with the

recommendations of Chapter 8, "Future Transportation Plan," of the Comprehensive Plan. The Town may place appropriate limitations on the approval of the development to ensure the off-site spaces are available for use by the public no later than the time the development receives its certificate of occupancy;

Response to Criteria

As was the case in the approved PUD, the parking spaces are conveniently located adjacent to the commercial center of the community.

b. *Offer options to automobile usage. The applicant may commit to offering transportation options to residents, visitors or guests of the development that will reduce or eliminate the need for parking on site. Such options may include provision of limousine or van services, payment for enhanced transit services by the Town or RFTA, purchase of transit passes for employees and similar approaches, shared vehicle(s), commonly shared drop-off, pick-up or pull out space, E-bikes, cycling, equestrian (such as a hitching rail provision), and other transportation modes over and above the minimum standard; or*

Response to Criteria

As was the case in the approved PUD, this PUD amendment includes alternative transportation improvements. A transit center creates an improved transit facility at the Center and is located in close proximity to the grocery store and USPS. Previously approved trail connections remain in place, and the required sidewalk improvement along the Conoco property line remains in the approval. The parking configuration includes a mix of standard parking spaces and compact parking spaces, as well as the required number of handicapped spaces. Two dedicated spaces for shuttles are included near the entrance to USPS, as was the case in the original PUD approval. Additional details on parking can be seen in the Parking Site Plan (see the Landscape Set) and the written Parking Plan.

c. *Provide compact size parking spaces. The applicant may propose, within a predominantly enclosed parking structure and in conjunction with at least one (1) of the other options, to include compact size parking spaces as part of the required parking, up to a maximum of fifteen percent (15%) of the total enclosed parking being provided. Said spaces will only be considered within portions of the structure sufficiently enclosed or screened to prevent fallen, plowed or windblown snow from accumulating within the compact size parking spaces. The appropriate number of compact spaces will be determined based upon the nature of the proposed uses, public/private parking and access requirements, parking lot management, signage, location and grouping of the compact spaces, design, layout and vehicular circulation patterns within the proposed parking structure.*

Response to Criteria

Compact parking spaces are proposed as part of the updated plan. Additional details can be seen in the Parking Site Plan (see the Landscape Set) and the written Parking Plan.

d. Tandem/stacked parking. The applicant may propose, in conjunction with at least two (2) of the other options, to include tandem/stacked parking spaces as part of their required parking. Tandem/stacked parking will only be considered in conjunction with the overall parking management plan and may only be allowed if there will be valets or other persons employed to assist in the parking of automobiles. A suitable form of guarantee must be provided, ensuring that a valet or other persons will always be available when the parking lot is in operation. The appropriate number of tandem/stacked parking spaces will be determined based upon:

1. The operational nature and parking requirements of the residential project being served;

2. The parking lot management plan; and

3. The tandem/stacked parking location, design, layout and vehicular circulation patterns within the proposed parking lot or structure.

Response to Criteria

Tandem parking spaces are not proposed.

e. Contribute cash-in-lieu. The applicant may make a one-time cash payment to the Town, in the amount of twenty-five thousand dollars ($25,000.00) per space. Approval of the payment-in-lieu shall be at the option of the Town Council.

1. Payment due at building permit. The payment shall be due and payable at the time of the issuance of a building permit.

2. Use of funds. All funds collected by the Building and Planning Department shall be deposited in a separate interest-bearing account. Monies in this account shall be used solely for the planning, design and construction of new public parking spaces in locations that are consistent with the recommendations of the currently adopted Comprehensive Plan.

3. Refund. Any payment made for a project for which a building permit is not issued or is cancelled may be refunded if the current owner of the property submits a request for a refund to the Finance Director. All requests for refunds shall be accompanied by a copy of the receipt issued for payment of the fee.

4. Review of fee schedule. In order to ensure that the payment-in-lieu schedule is fair and represents current cost levels, it shall be reviewed within two (2) years of its effective date, and every two (2) years thereafter. Any necessary

amendments to this Section shall be initiated by the Town Council to address the results of the review.

Response to Criteria

Cash-in-lieu is not proposed as part of the updated parking design. The proposal includes removal of 27 total parking spaces from Rim Court at the request of the town.

Attachment E

SNOWMASS CENTER

TOWN OF SNOWMASS VILLAGE, COLORADO

PUD AMENDMENT PLAN SUBMITTAL

ISSUED: September 27, 2024

VICINITY MAP



SCALE: 1"= 2500'-0" APPROXIMATELY

NORTH



SHEET INDEX

Sheet No.	Sheet Title	September 27, 2024 Revised PUD Submittal		
Landscape Drawings:				
GENERAL SERIES				
L-1.1	Illustrative Plan	●		
L-1.2	Site Plan Plan	●		
L-1.3	Landscape Plan	●		
L-1.4	Rooftop Landscape Plan	●		
L-1.5	Tree Mitigation Plan	●		
L-1.6.1	Lighting Plan	●		
L-1.6.2	Lighting Plan	●		
L-1.7	Parking Plan	●		
L-1.8.1	Urban Design & Programming Plan	●		
L-1.8.2	Urban Character Perspective	●		
L-1.9	Retaining Walls Plan	●		
L-1.10	Solid Waste Management Plan	●		
L-1.11	Open Space Plan	●		
L-1.12	Interim Construction Access and Transit Plan	●		
L-1.13	Parcel Revisions	●		

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CIVIL ENGINEER
SOPRIS ENGINEERING
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DW PROJECT NUMBER: 5446



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SNOWMASS CENTER REDEVELOPMENT

TOWN OFSNOWMASS VILLAGE
COLORADO, 81654

ISSUE DATE: SEPTEMBER 27, 2024

REVISIONS

#	DATE	DESCRIPTION

DRAWN: TB REVIEWED: RS

PARCEL 1 PUD AMENDMENT

DW. PROJECT NUMBER: 5446

ILLUSTRATIVE PLAN

SHEET NUMBER

L-1.1

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NORTH

0 25' 50' 100'

ORIGINAL SCALE: 1"=50'

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PARCEL 1 PUD AMENDMENT

DW. PROJECT NUMBER:5446

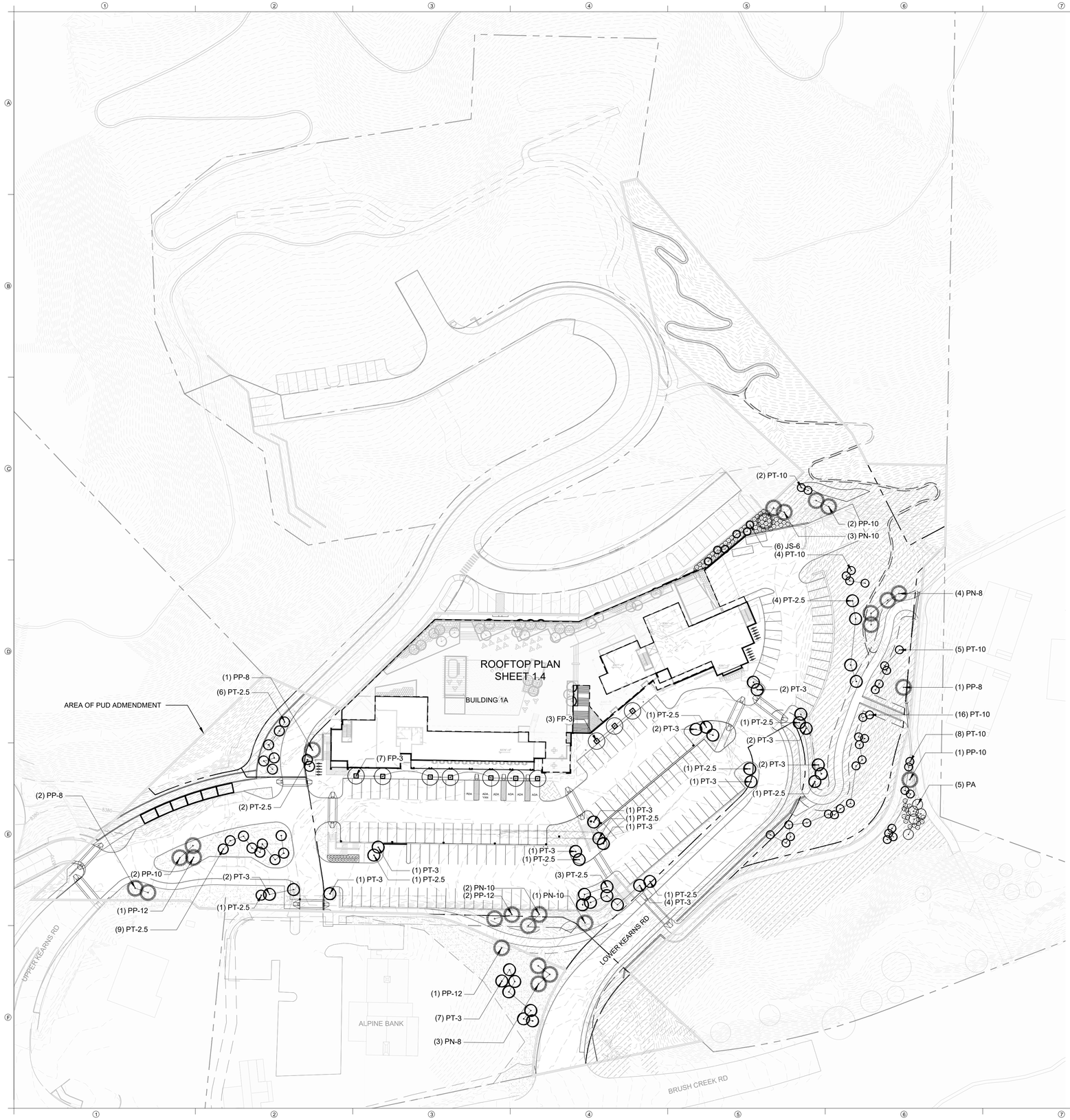
SITE PLAN

SHEET NUMBER

L-1.2

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PARCEL 1 PUD AMENDMENT

DW. PROJECT NUMBER:5446

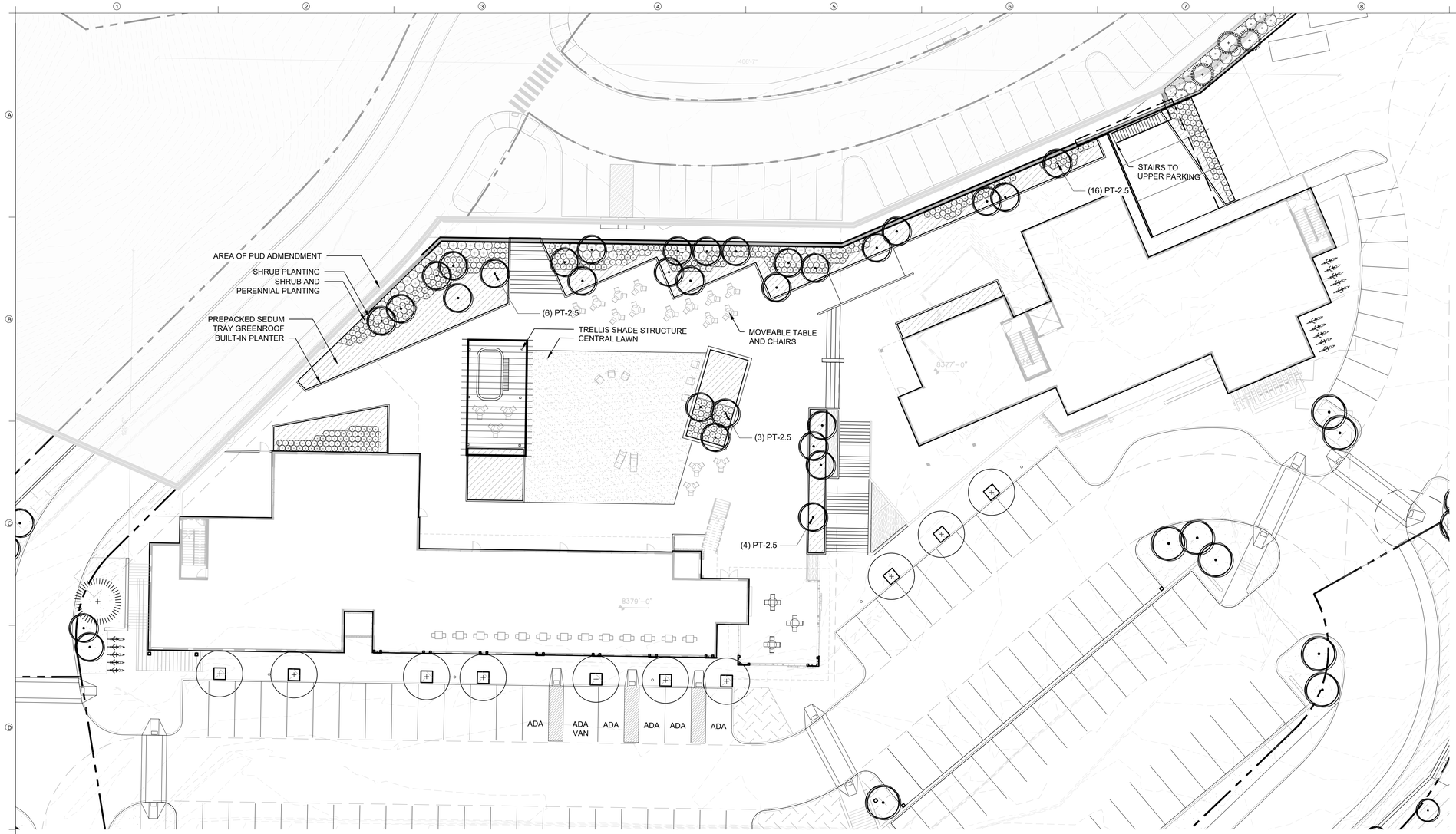
LANDSCAPE PLAN

SHEET NUMBER

L-1.3

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SNOWMASS CENTER REDEVELOPMENT

TOWN OFSNOWMASS VILLAGE
COLORADO, 81654

ISSUE DATE: SEPTEMBER 27, 2024

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PARCEL 1 PUD AMENDMENT

DW. PROJECT NUMBER: 5446

ROOFTOP LANDSCAPE PLAN

SHEET NUMBER

L-1.4

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TREE REMOVAL LEGEND

EXISTING DECIDOUS TREES 4" CALIPER OR GREATER AS IDENTIFIED IN FIELD OBSERVATION AND AERIAL PHOTOGRAPH (ASPEN AND COTTONWOOD)

EXISTING CONIFER TREES 4" CALIPER OR GREATER AS IDENTIFIED IN FIELD OBSERVATION AND AERIAL PHOTOGRAPH (SPRUCE)

TREES TO BE REMOVED AND MITIGATED WITH NEW LANDSCAPE PLAN. 160 NEW TREES WILL BE REPLACED.

AREA OF PUD ADMENDMENT

BUILDING 1A

ALPINE BANK

UPPER KEARNS RD

LOWER KEARNS RD

BRUSH CREEK RD

NORTH

0 25' 50' 100'

ORIGINAL SCALE: 1"=50'

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COLORADO, 81654

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PARCEL 1 PUD AMENDMENT

DW. PROJECT NUMBER:5446

TREE MITIGATION PLAN

SHEET NUMBER

L-1.5

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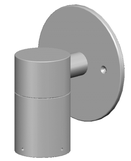


EXTERIOR LIGHT KEY

SYMBOL	TYPE
	Pole Light
	Wall or Step Light
	Soffit Down Light
	Signage Light
	Wall-Mounted Patio Light



POLE LIGHT
COMPANY: STRUCTURA, INC
PRODUCT: TANDEM ORTHO 14
TYPE: FLUSH MOUNT 14' HEIGHT POLE LIGHT
ALL LIGHT FIXTURE EQUIVALENT OR EQUAL TO ABOVE
NOTE: LUMINAIRE BY LANDFORMS, LINEAR OR SLOPE LED FIXTURE: 1FC 2700K TEMPATURE BULBS



WALL LIGHT / WALL-MOUNTED PATIO LIGHT
COMPANY: HEVI LITE, INC.
PRODUCT: HL-340
TYPE: WALL MOUNT MR16 ACCENT FIXTURE
WATTAGE: 8W
ALL LIGHT FIXTURE EQUIVALENT OR EQUAL TO ABOVE



STEP LIGHT
COMPANY: TARGETTI
PRODUCT: ZEDGE LINE
TYPE: PROFESSIONAL SMALL SCALE LED STEPLIGHT
WATTAGE: 9W
ALL LIGHT FIXTURE EQUIVALENT OR EQUAL TO ABOVE



SOFFIT DOWN LIGHT
COMPANY: LUCIFER LIGHTING COMPANY
PRODUCT: PULKED LPK
TYPE: SEMI-RECESSED LED LUMINAIRE
WATTAGE: 4.3W
ALL LIGHT FIXTURE EQUIVALENT OR EQUAL TO ABOVE





SIGNAGE LIGHT
NOTE: FOR IDENTIFICATION PURPOSES, LIGHTING WILL OCCUR SPECIFICALLY AT THE BUSINESS. THESE ARE TYPICAL EXAMPLES, BUT LIGHT FIXTURE WATTAGE AND TYPE WILL VARY. ANY

NORTH
0 25' 50' 100'
ORIGINAL SCALE: 1"=50'

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SNOWMASS CENTER REDEVELOPMENT

TOWN OFSNOWMASS VILLAGE
COLORADO, 81654

ISSUE DATE: SEPTEMBER 27, 2024

REVISIONS

#	DATE	DESCRIPTION

DRAWN: TB REVIEWED: RS

PARCEL 1 PUD AMENDMENT

MONUMENT SIGNS WILL BE LIGHTED IN A SIMILAR FASHION.
DW. PROJECT NUMBER:5446

LIGHTING PLAN

SHEET NUMBER

L-1.6.1

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C:\Users\tbrown\appdata\local\temp\AcPublish_36508\dwa-5446-Lighting Plan.dwg



EXTERIOR LIGHT KEY

SYMBOL	TYPE
	Pole Light
	Wall or Step Light
	Soffit Down Light
	Signage Light
	Wall-Mounted Patio Light

EXTERIOR LIGHT FOOT CANDLES

SYMBOL	TYPE
	.1 Foot Candles
	.2 Foot Candles
	.5 Foot Candles
	1 Foot Candles
	2 Foot Candles
	4 Foot Candles



POLE LIGHT
COMPANY: STRUCTURA, INC
PRODUCT: TANDEM ORTHO 14
TYPE: FLUSH MOUNT 14' HEIGHT POLE LIGHT
ALL LIGHT FIXTURE EQUIVALENT OR EQUAL TO ABOVE
NOTE: LUMINAIRE BY LANDFORMS, LINEAR OR SLOPE LED FIXTURE: 1FC 2700K TEMPATURE BULBS



SOFFIT DOWN LIGHT
COMPANY: LUCIFER LIGHTING COMPANY
PRODUCT: PULKED LPK
TYPE: SEMI-RECESSED LED LUMINAIRE
WATTAGE: 4.3W
ALL LIGHT FIXTURE EQUIVALENT OR EQUAL TO ABOVE



STEP LIGHT
COMPANY: TARGETTI
PRODUCT: ZEDGE LINE
TYPE: PROFESSIONAL SMALL SCALE LED STEPLIGHT
WATTAGE: 9W
ALL LIGHT FIXTURE EQUIVALENT OR EQUAL TO ABOVE

NORTH
0 25' 50' 100'
ORIGINAL SCALE: 1"=50'

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TOWN OFSNOWMASS VILLAGE
COLORADO, 81654

ISSUE DATE: SEPTEMBER 27, 2024

REVISIONS

#	DATE	DESCRIPTION

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PARCEL 1 PUD AMENDMENT

DW. PROJECT NUMBER:5446

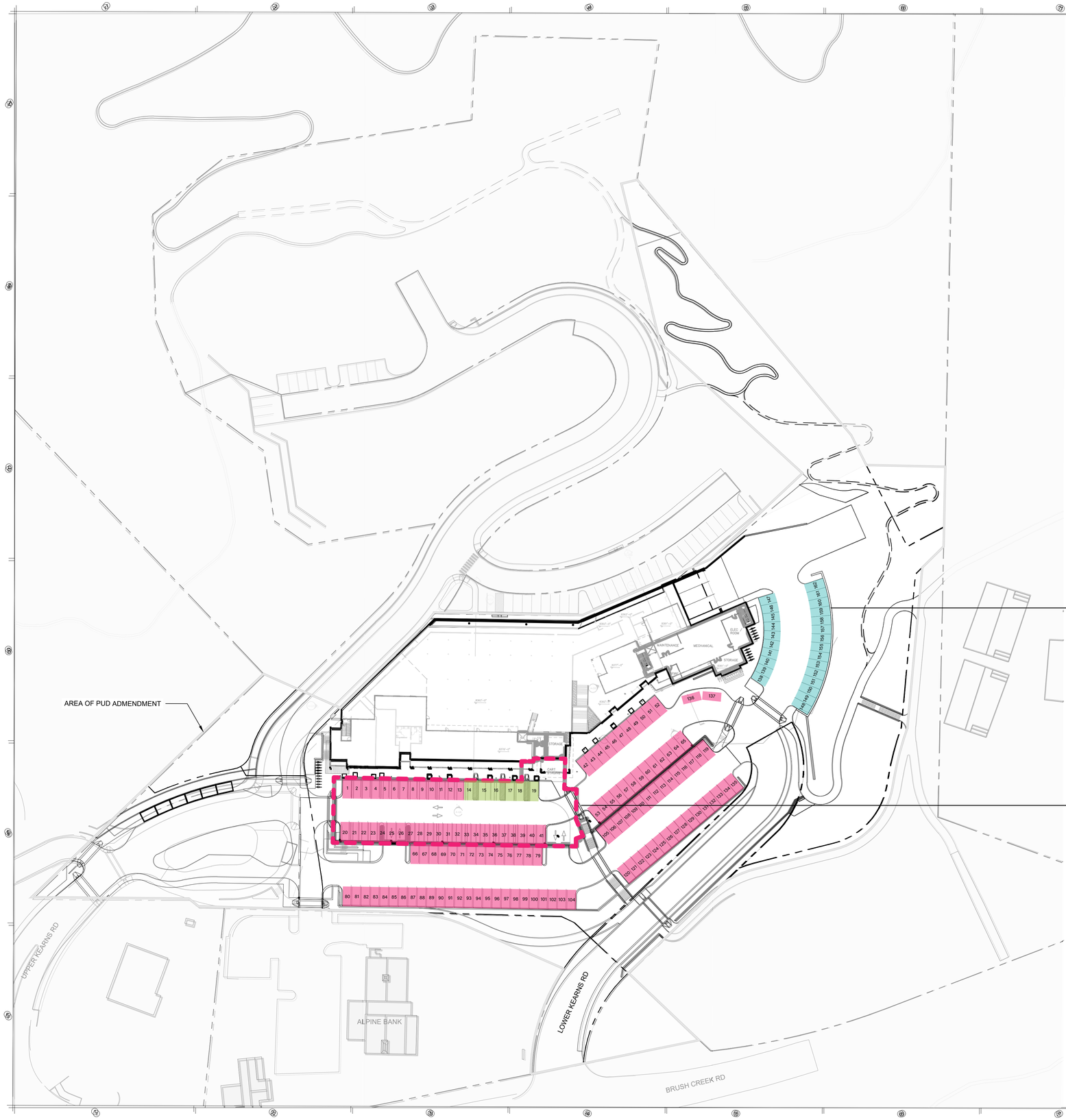
LIGHTING PLAN

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L-1.6.2

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Commercial Parking - Standard

Commercial Parking - ADA

Commercial Parking - Compact

PUD PARKING SUMMARY

COMMERCIAL PARKING

Parking Garage **38 spaces**
- 2 ADA Spaces
- 4 Compact Spaces
- 32 Standard Spaces

Surface Parking **162 spaces**
- 6 ADA Spaces
- 25 Compact Spaces
- 131 Standard Spaces

TOTAL **200 spaces**

NORTH

0 25' 50' 100'

ORIGINAL SCALE: 1"=50'

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SNOWMASS CENTER REDEVELOPMENT

TOWN OF SNOWMASS VILLAGE
COLORADO, 81654

ISSUE DATE: OCTOBER 28, 2022
ISSUE DATE: SEPTEMBER 27, 2024

REVISIONS

#	DATE	DESCRIPTION

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PARCEL 1 PUD FINAL PUD PLAN AMENDMENT

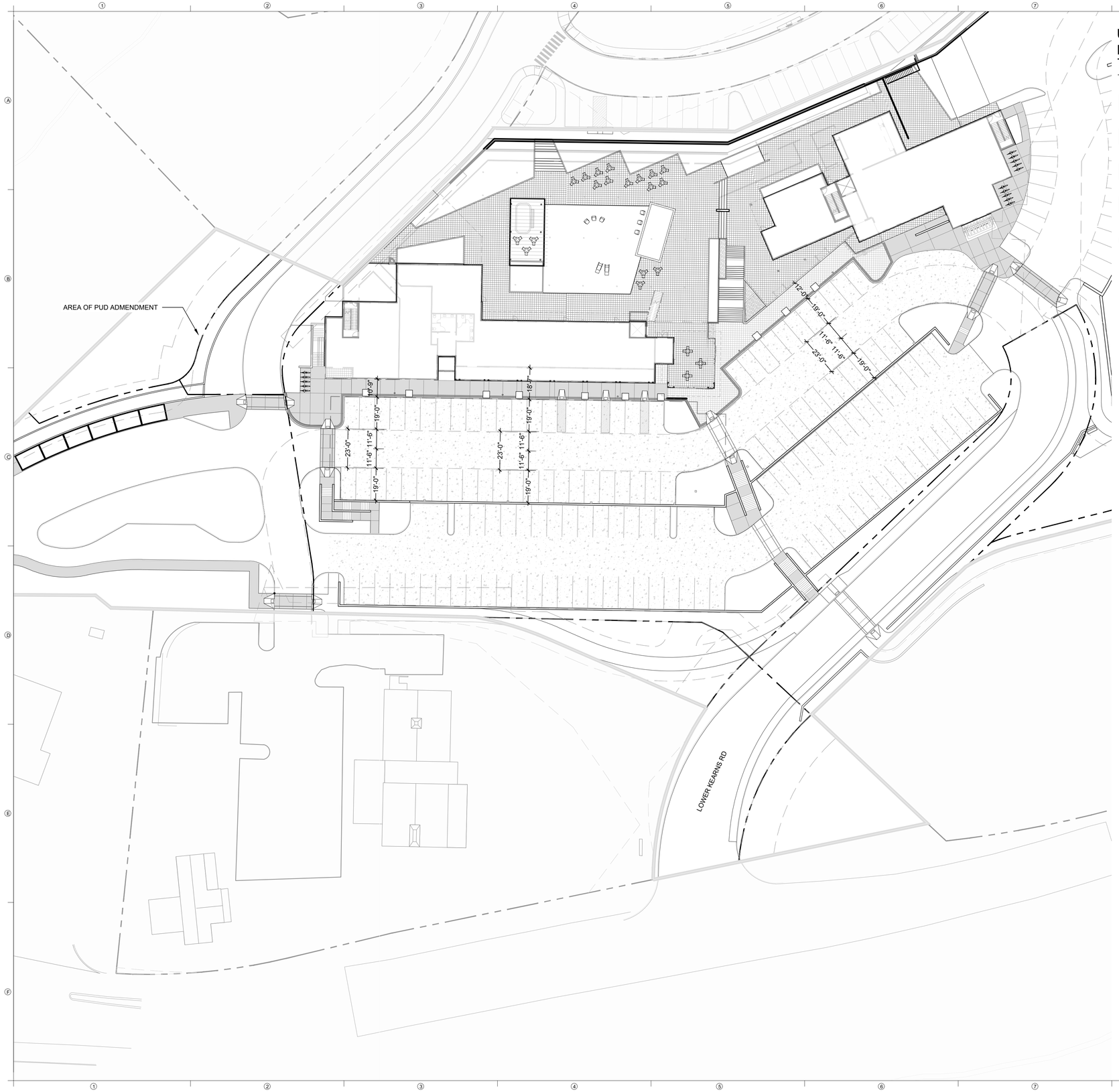
DW PROJECT NUMBER 5446
DW PROJECT NUMBER 5446

PARKING LAYOUT PLAN

SHEET NUMBER
SHEET NUMBER

L-1.7

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URBAN DESIGN & PROGRAMMING MATERIALS KEY

SYMBOL	TYPE
	Plaza Pavement - Modular Concrete Pavers
	Broom-finish Concrete Road Surface
	Textured Concrete Crosswalk and Pedestrian Sidewalk Pavement. Intergratal Color on Crosswalk Bands.
	Texture Concrete Band

Note: All other roadway surfaces to be asphalt.

NORTH

0 15' 30' 60'

ORIGINAL SCALE: 1"=30'

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TOWN OFSNOWMASS VILLAGE
COLORADO, 81654

ISSUE DATE: SEPTEMBER 27, 2024

REVISIONS

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PARCEL 1 PUD AMENDMENT

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URBAN DESIGN & PROGRAMMING PLAN

SHEET NUMBER

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1 PROJECT CHARACTER - UPPER KEARNS BIRDS EYE

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DW. PROJECT NUMBER: 5446

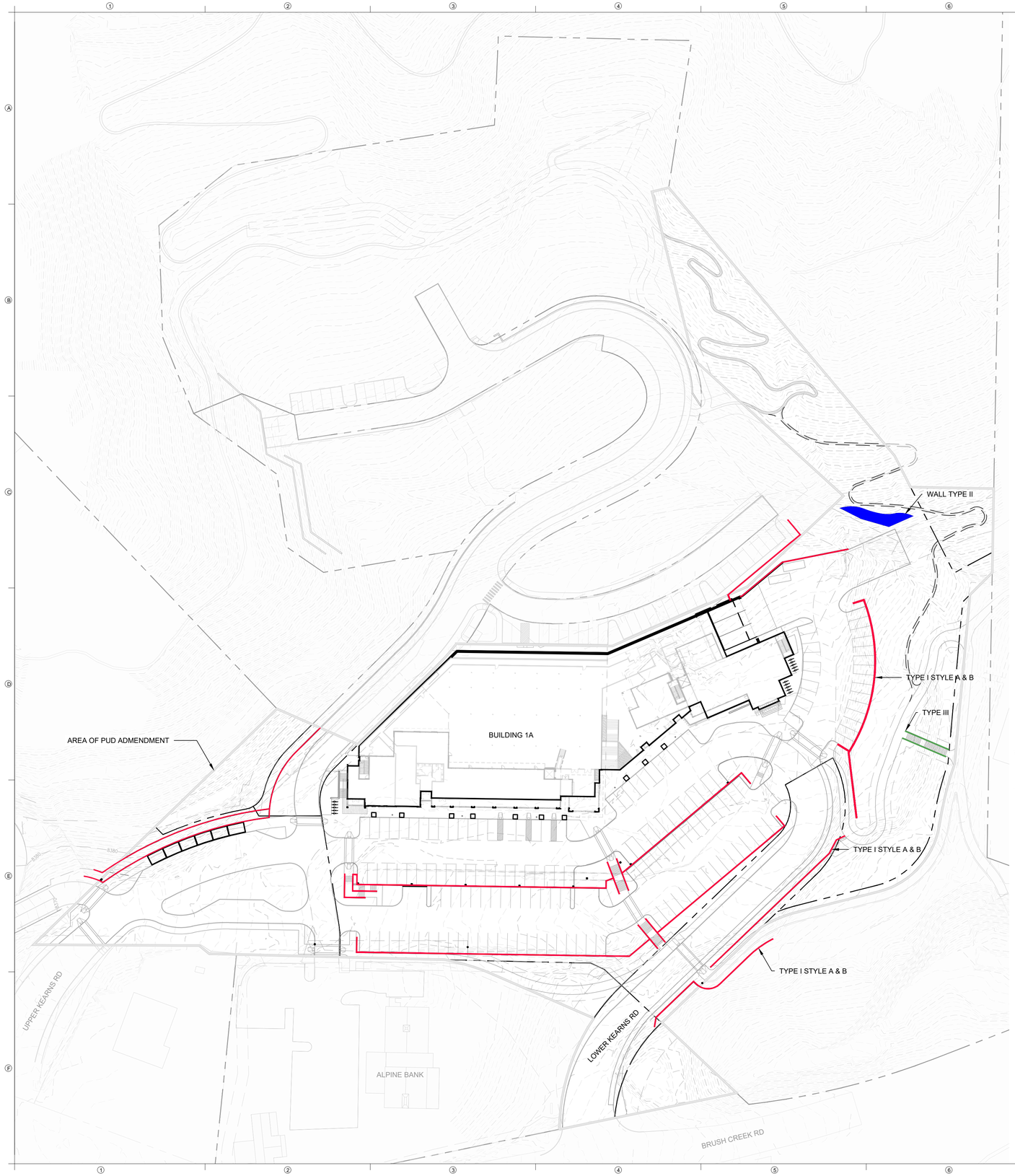
URBAN CHARACTER PERSPECTIVE

SHEET NUMBER

L-1.8.2

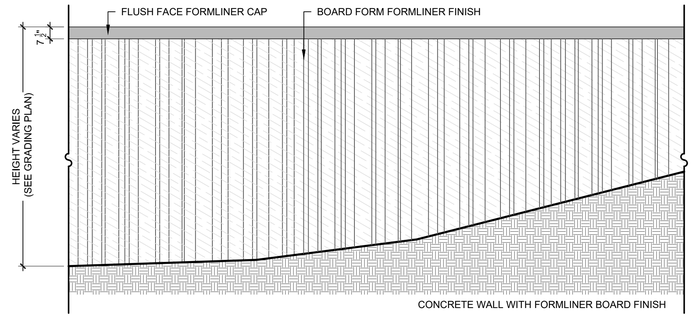
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Sep 27, 2024 - 12:13pm
P:\PROJECTS_IX-Z\5446 - Snowmass Center Eastwood\5-CAD\02 Sheets\Final PUD Application\dw-5446-Retaining Walls Plan.dwg



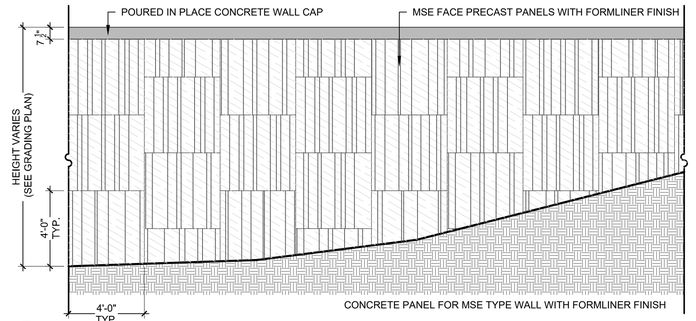
ROAD RETAINING WALL KEY

SYMBOL	TYPE
	Retaining Walls Type I Style A & B
	Retaining Walls Type II
	Type III - Open Grate Stairs



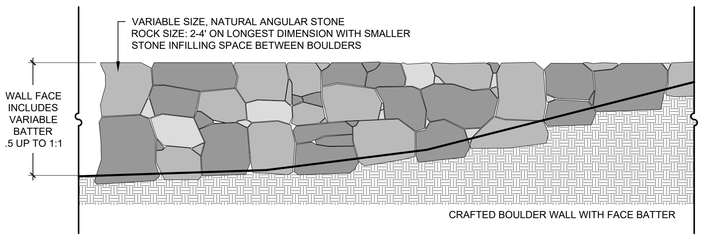
1 RETAINING WALL - TYPE I STYLE A

1/4" = 1'-0"



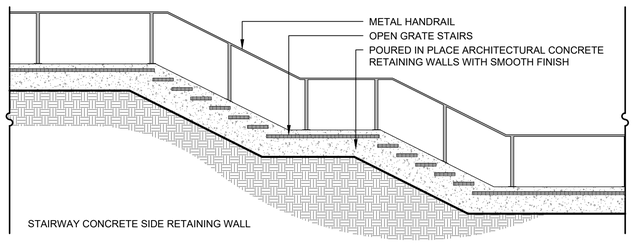
2 RETAINING WALL - TYPE I STYLE B

1/4" = 1'-0"



3 RETAINING WALL - TYPE II

1/4" = 1'-0"



4 TYPE III - OPEN GRATE STAIRS

1/4" = 1'-0"

NORTH

0 25' 50' 100'

ORIGINAL SCALE: 1"=50'

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SNOWMASS CENTER REDEVELOPMENT

TOWN OFSNOWMASS VILLAGE
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PARCEL 1 PUD AMENDMENT

DW. PROJECT NUMBER: 5446

RETAINING WALLS PLAN

SHEET NUMBER

L-1.9

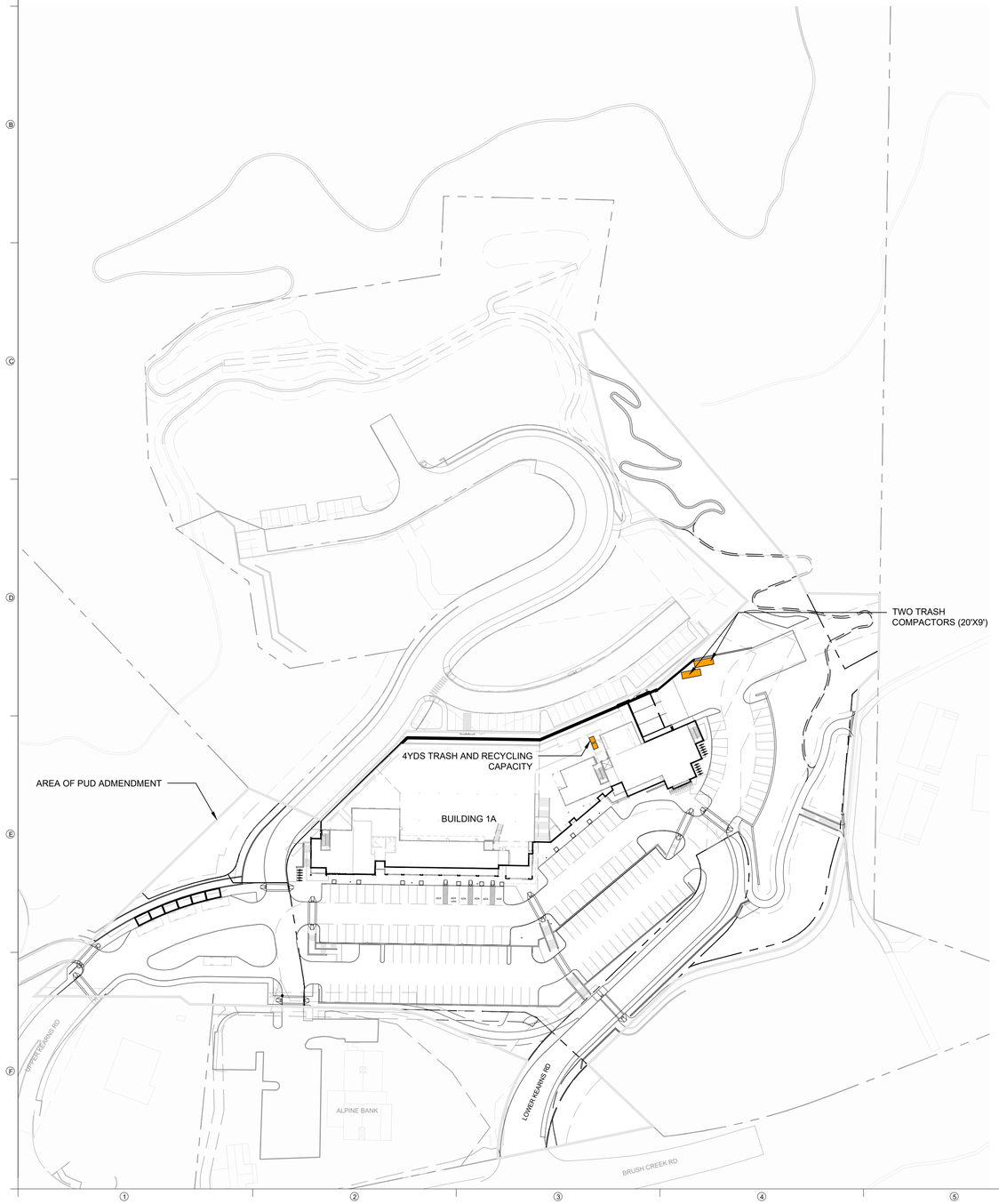
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C:\Users\rsmith\appdata\local\temp\AcPublish_30536\tbs-5446-Retaining Walls Plan.dwg

WASTE MANAGEMENT KEY

SYMBOL	TYPE
	Trash and Recycling Receptacles

NOTES:
1. TRASH AND RECYCLING STATIONS ARE GROUPED TOGETHER FOR EACH LOCATION IDENTIFIED ON THIS PLAN



SNOWMASS CENTER PUD AMENDMENT

Solid Waste Generation by Land-Use

Land Use Code Section 16A-5-340 (c-2-h)

Solid waste disposal plan. A proposed solid waste disposal plan, including the anticipated volume (cubic yards) of solid waste that will be generated by the development, proposed trash container size and location of said facilities.

By Building and Parcel

Parcel	Building	Use	Square Footage	Residential Units	Meals Served per Week	Cubic Yard Per Week Total by Use	Building Total (Cubic yards)	Land Uses Total (Cubic yards)	Parcel Total (Cubic yards)
Parcel 1	Building 1A	Supermarket	19,584			109.7	138.6	109.7	
		Main Level Retail (includes Post Office)	10,037			6.0		11.6	
		Second Level Retail	9,294			5.6			
		Main Level Restaurant (Full Service)			500	10		10.8	
		Second Level Café			150	0.75			
		Third Level Office	13,128			6.6		6.6	
TOTAL						138.6		138.6	138.6

Building Container Need	Location on Solid Waste Plan
Two trash compactors (20' x 9')	Loading Dock Area for Trash Compactors. Internal transfer station by loading dock with 4-yard capacity.

NOTES
Restaurants assumed 6 days per week
Retail assumed 6 days per week
Office assumed 5 days per week
Currently trash is picked up once per week per Town of Snowmass Village Public Works
Trash and Recycling facilities same size as approved PUD

Solid Waste Generation Guidelines

Classification	Use	Quantities of Waste Generated
Apartments	*Single Family*	1 cu. yd. per unit per month
		1.5 cu. yd. per unit per month
Commercial	*Office*	1 cu. Yd. per 10,000 sq. ft. per day
	*Retail**	1 cu. Yd. per 2,500 sq. ft. per day
	Supermarket	1 cu. Yd. per 1,250 sq. ft. per day
	Restaurants	0.02 cu. Yd. per meal served
	Restaurants	0.005 cu. Yd. per meal served

NOTES
All quantities based on Town of Snowmass Village Solid Waste Generation Guideline (1984) unless
*Uses department store building type
^1 pound (full service) and 0.2 pound (café/deli) per person per meal, divided by 175 pounds per yard times 7 days per week to calculate cubic yards per person each week. Zender Environmental Research Group (2008)

NORTH 0 35' 70' 140'
ORIGINAL SCALE: 1"=70'

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SNOWMASS CENTER REDEVELOPMENT
TOWN OFSNOWMASS VILLAGE COLORADO, 81654

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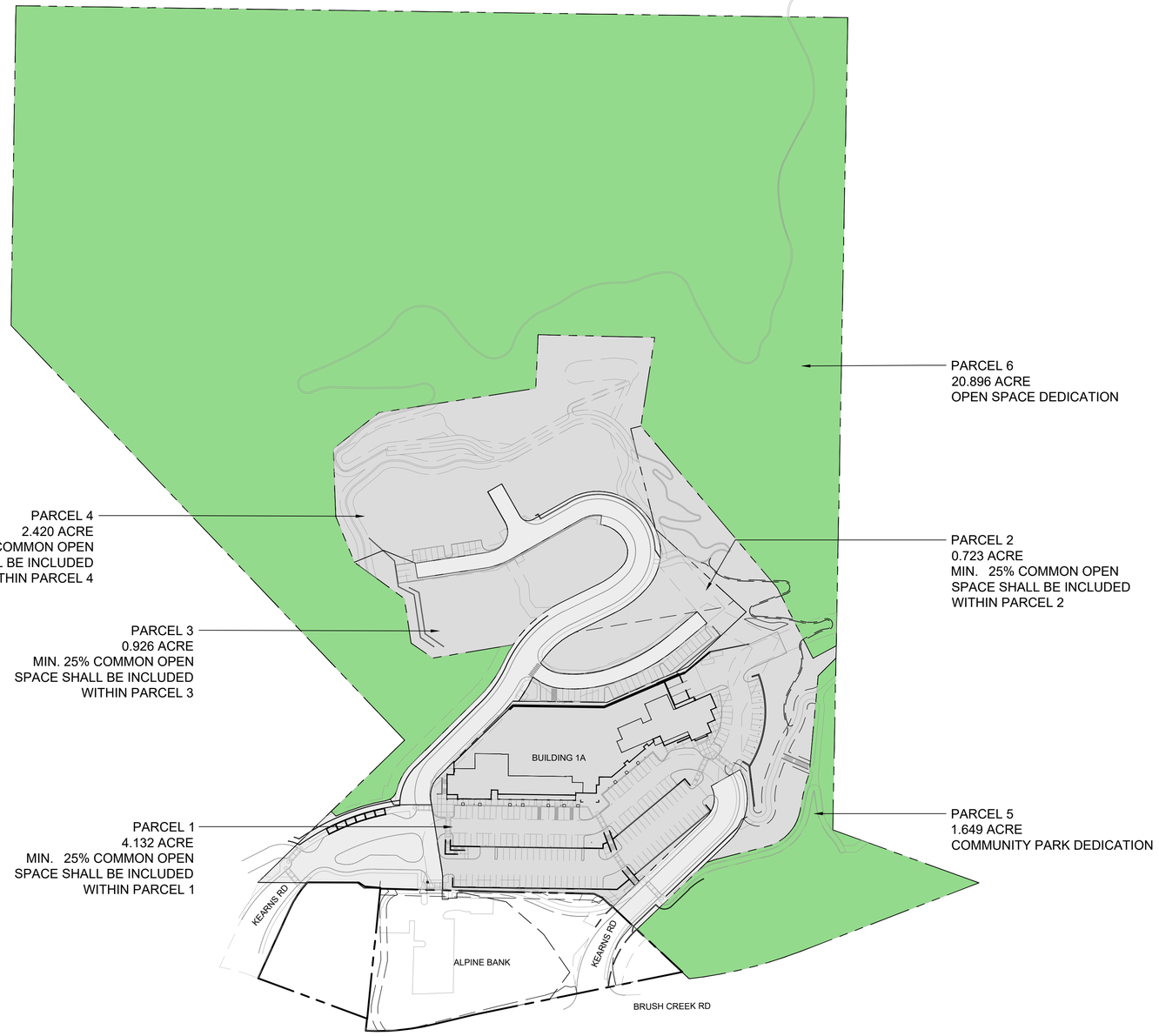
SOLID WASTE MANAGEMENT PLAN

SHEET NUMBER

L-1.10

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NORTH

0 50 100 200
ORIGINAL SCALE: 1"=100'

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SNOWMASS CENTER REDEVELOPMENT

TOWN OFSNOWMASS VILLAGE
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OPEN SPACE PLAN

SHEET NUMBER

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SNOWMASS CENTER REDEVELOPMENT

TOWN OFSNOWMASS VILLAGE COLORADO, 81654

BUILDING 1A

EXISTING EXTENTS OF SNOWMASS CENTER

NORTH

0 25' 50' 100'

ORIGINAL SCALE: 1"=50'

ISSUE DATE: SEPTEMBER 27, 2024

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PARCEL 1 PUD AMENDMENT

DW. PROJECT NUMBER: 5446

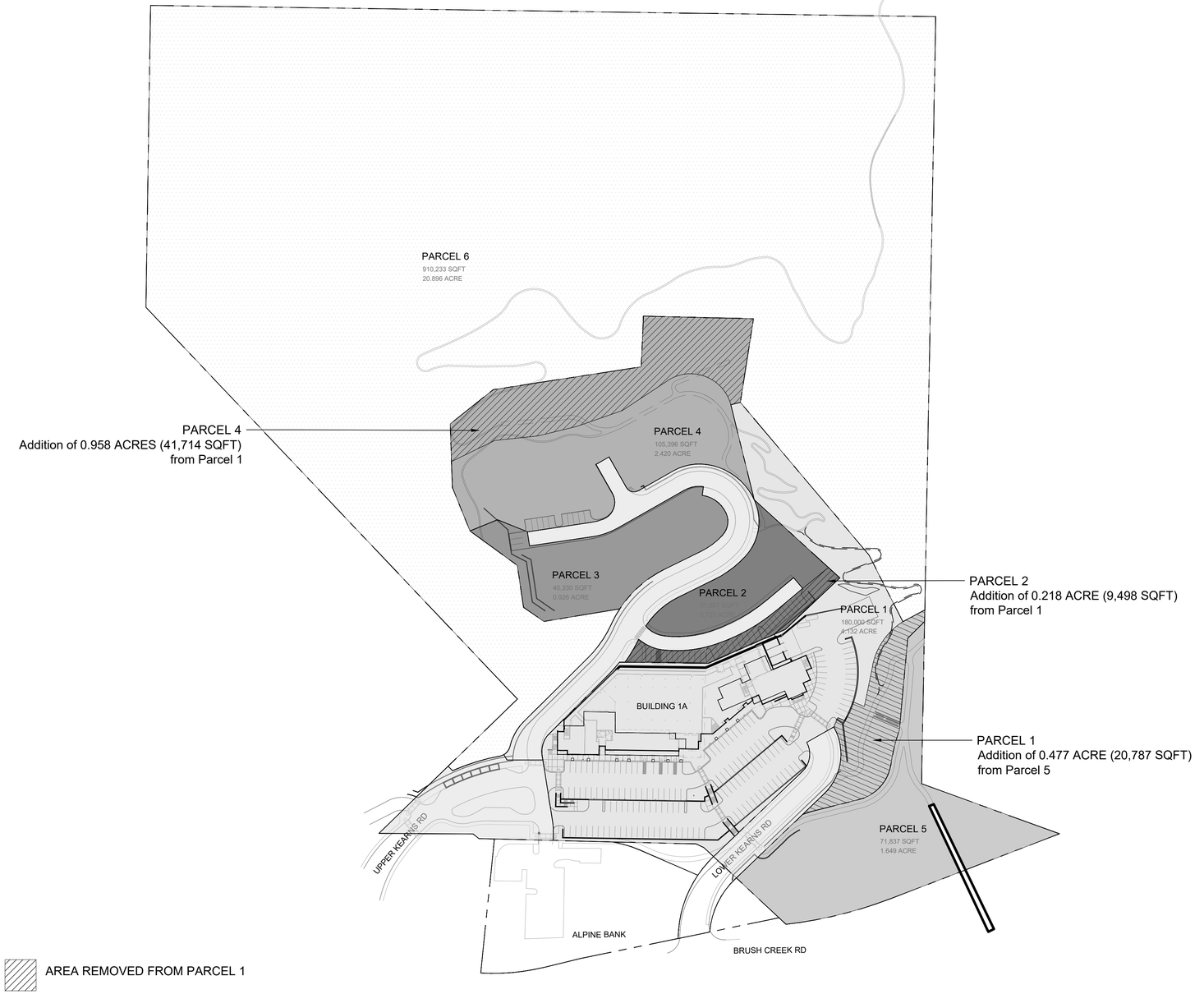
INTERIM CONSTRUCTION ACCESS AND TRANSIT PLAN

SHEET NUMBER

L-1.12

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P:\PROJECTS_24-25\446 - Snowmass Center Eastwood\D-CAD\02 Sheets\Final PUD Application\dw-5446-Phasing Plan.dwg



NORTH

0 50 100 200
ORIGINAL SCALE: 1"=100'

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PARCEL REVISIONS

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SMC BUILDING 1A

16 KEARNS ROAD, SNOWMASS VILLAGE, CO 81615



PROJECT DIRECTORY

OWNER

EASTWOOD DEVELOPMENTS INC.
0133 PROSPECTOR ROAD, #4102
ASPEN, CO 81611
416-445-9920
CONTACT: JORDAN SARICK

ARCHITECT

CCY ARCHITECTS, LTD.
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970-927-4925 FAX 970-927-8578
CONTACT: CHRIS TOUCHETTE (CTOUCHETTE@CCYARCHITECTS.COM)

PLANNER / LANDSCAPE ARCHITECT

DESIGN WORKSHOP
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970-925-8354
CONTACT: JESSICA GARROW (JGARROW@DESIGNWORKSHOP.COM)

BUILDER

HASELDEN CONSTRUCTION
2520 SOUTH GRAND AVE., #204
GLENWOOD SPRINGS, CO 81601
970-366-4633

SURVEYOR

SOPRIS ENGINEERING LLC
502 MAIN ST # A-3
CARBONDALE, CO 81623
970-704-0311
CONTACT: COLBY CHRISTOFF (CCHRISTOFF@SOPRISENG.COM)

BUILDING KEY PLAN



SHEET INDEX

A-001	OVERALL SITE
A-002	SOLAR DIAGRAMS
A-003	SNOWMELT PLAN
A-004	AREA PLANS - FAR
A-005	AREA PLANS - NET
A-006	1A - OVERALL LOWER LEVEL 00
A-007	1A - OVERALL MAIN LEVEL 01
A-008	1A - OVERALL LEVEL 02
A-009	1A - OVERALL LEVEL 03
A-010	1A - OVERALL ROOF
A-011	1A ENLARGED MAIN LEVEL 01 - EAST
A-012	1A ENLARGED MAIN LEVEL 01 - WEST
A-013	1A ENLARGED LEVEL 02 - EAST
A-014	1A ENLARGED LEVEL 02 - WEST
A-015	1A ENLARGED LEVEL 03 - EAST
A-016	1A ENLARGED LEVEL 03 - WEST
A-017	1A ENLARGED ROOF - EAST
A-018	1A ENLARGED ROOF - WEST
A-020	1A ELEVATIONS
A-021	1A ELEVATIONS
A-022	1A ELEVATIONS
A-023	1A ELEVATIONS
A-024	1A COLOR & MATERIALS
A-025	1A COLOR & MATERIALS
A-026	PARKING ELEVATIONS
A-030	1A SECTIONS

CCY ARCHITECTS

SMC BUILDING 1A
16 KEARNS ROAD, SNOWMASS VILLAGE, CO 81615

DATE:
9/5/2024

ISSUE:
SNOWMASS CENTER REDEVELOPMENT PUD MINOR AMENDMENT APPLICATION

PROJECT NUMBER:
18014

DRAWN BY: CCY CHECKED BY: CCY

HISTORY:

REV. #	DATE	DESCRIPTION

KEY PLAN:

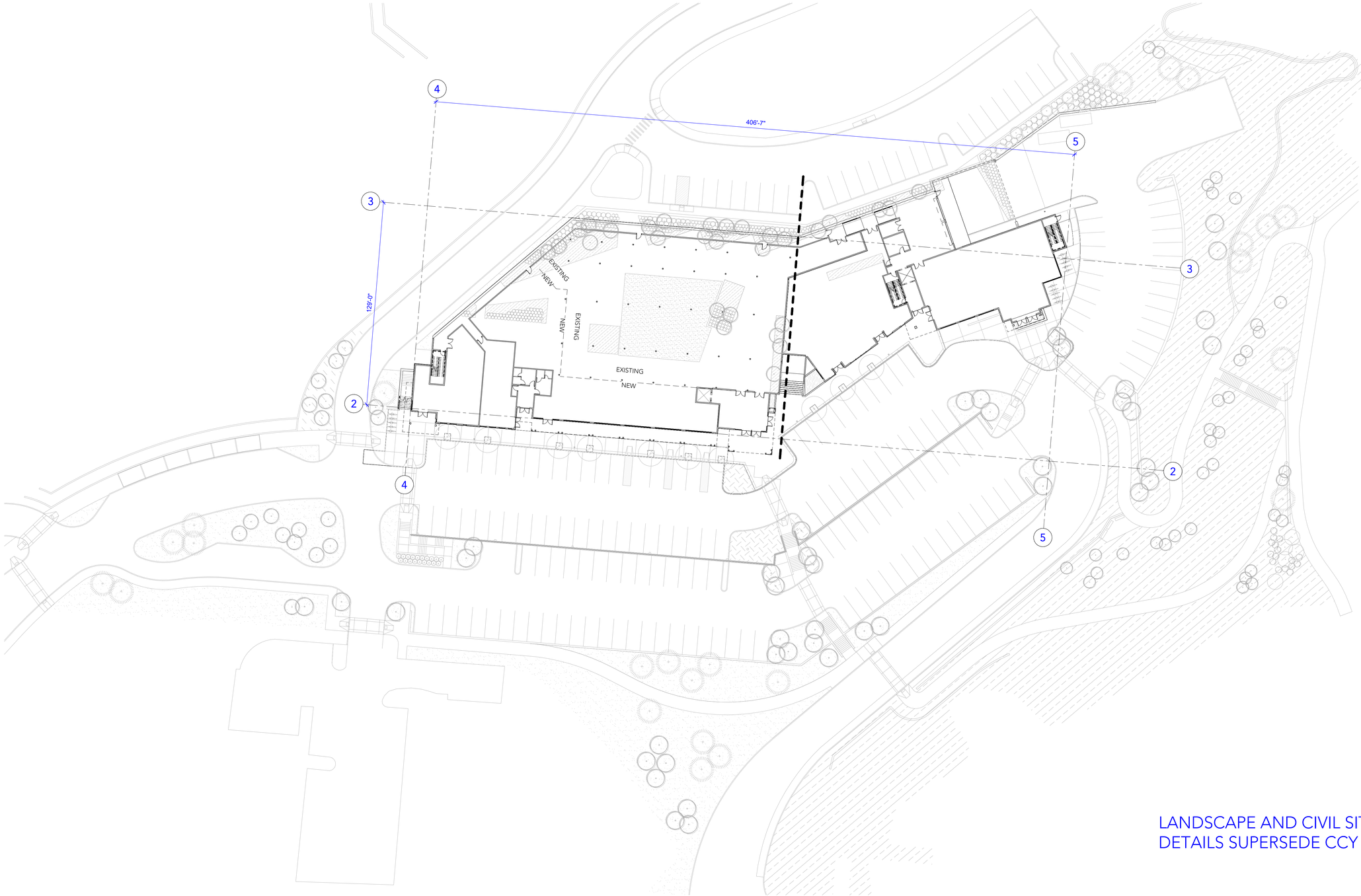


COVER SHEET

SCALE: 1" = 100'-0"

COVER

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LANDSCAPE AND CIVIL SITE
DETAILS SUPERSEDE CCY

SMC SITE PLAN | 1
1" = 30'-0"

CCY ARCHITECTS

SMC BUILDING 1A
16 KEARNS ROAD, SNOWMASS VILLAGE, CO 81615

DATE:
9/5/2024

ISSUE:
SNOWMASS CENTER
REDEVELOPMENT PUD MINOR
AMENDMENT APPLICATION

PROJECT NUMBER:
18014

DRAWN BY: CCY CHECKED BY: CCY

HISTORY:

REV. #	DATE	DESCRIPTION

KEY PLAN:

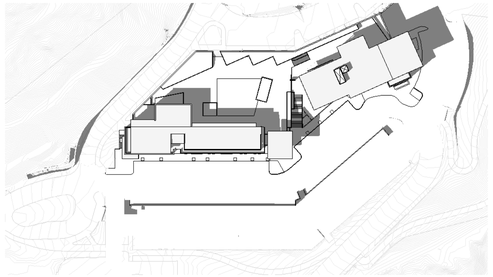


OVERALL SITE

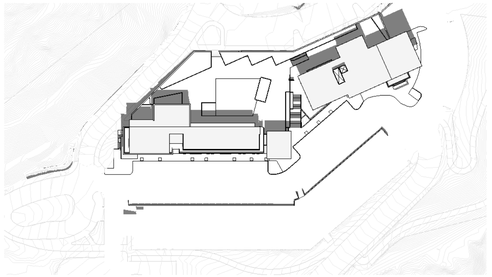
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A-001

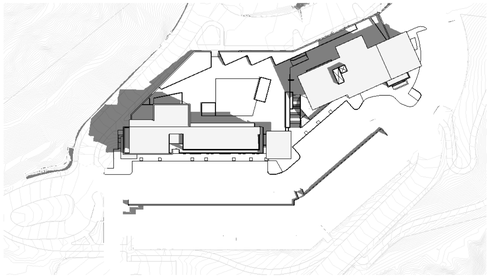
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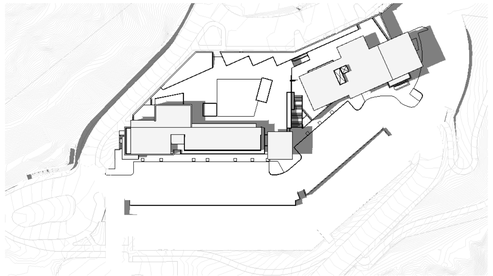
SMC EXISTING FINISH FLOOR
03/21 3P | 3
1" = 100'-0"



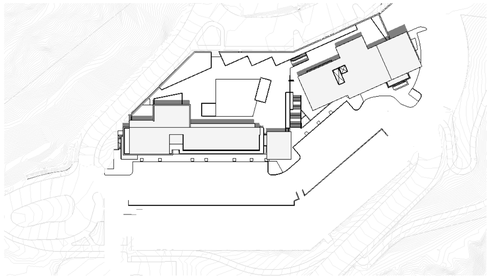
SMC EXISTING FINISH FLOOR
03/21 12P | 2
1" = 100'-0"



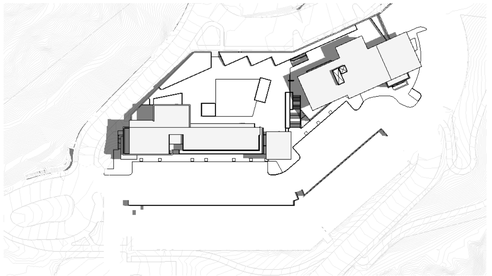
SMC EXISTING FINISH FLOOR
03/21 9A | 1
1" = 100'-0"



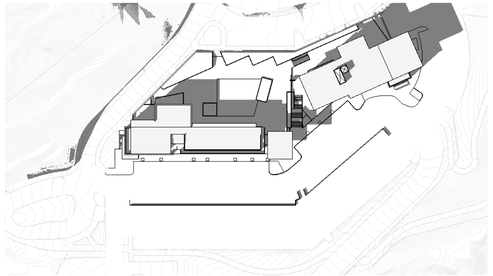
SMC EXISTING FINISH FLOOR
06/21 3P | 6
1" = 100'-0"



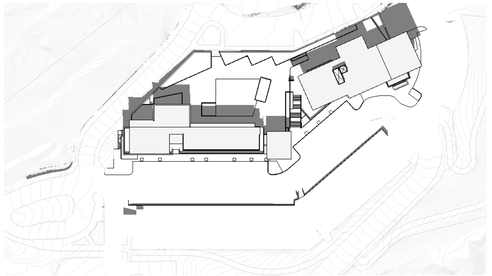
SMC EXISTING FINISH FLOOR
06/21 12P | 5
1" = 100'-0"



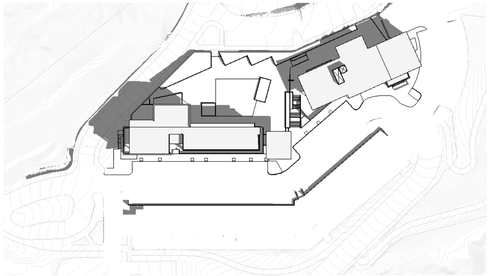
SMC EXISTING FINISH FLOOR
06/21 9A | 4
1" = 100'-0"



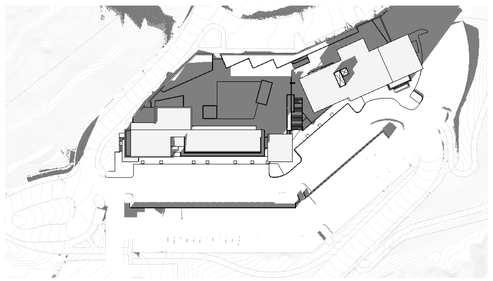
SMC EXISTING FINISH FLOOR
10/16 3P | 10
1" = 100'-0"



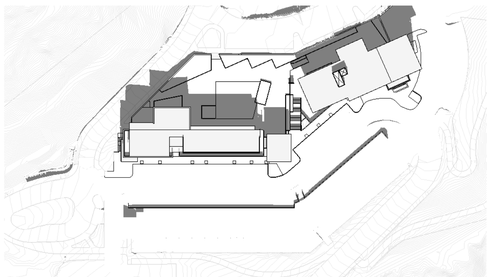
SMC EXISTING FINISH FLOOR
10/16 12P | 8
1" = 100'-0"



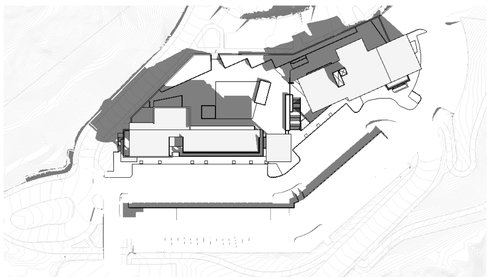
SMC EXISTING FINISH FLOOR
10/16 9A | 7
1" = 100'-0"



SMC EXISTING FINISH FLOOR
12/21 3P | 9
1" = 100'-0"



SMC EXISTING FINISH FLOOR
12/21 12P | 12
1" = 100'-0"



SMC EXISTING FINISH FLOOR
12/21 9A | 11
1" = 100'-0"

CCY ARCHITECTS

SMC BUILDING 1A
16 KEARNS ROAD, SNOWMASS VILLAGE, CO 81615

DATE:
9/5/2024

ISSUE:
SNOWMASS CENTER
REDEVELOPMENT PUD MINOR
AMENDMENT APPLICATION

PROJECT NUMBER:
18014

DRAWN BY: CCY CHECKED BY: CCY

HISTORY:

REV. #	DATE	DESCRIPTION

KEY PLAN:

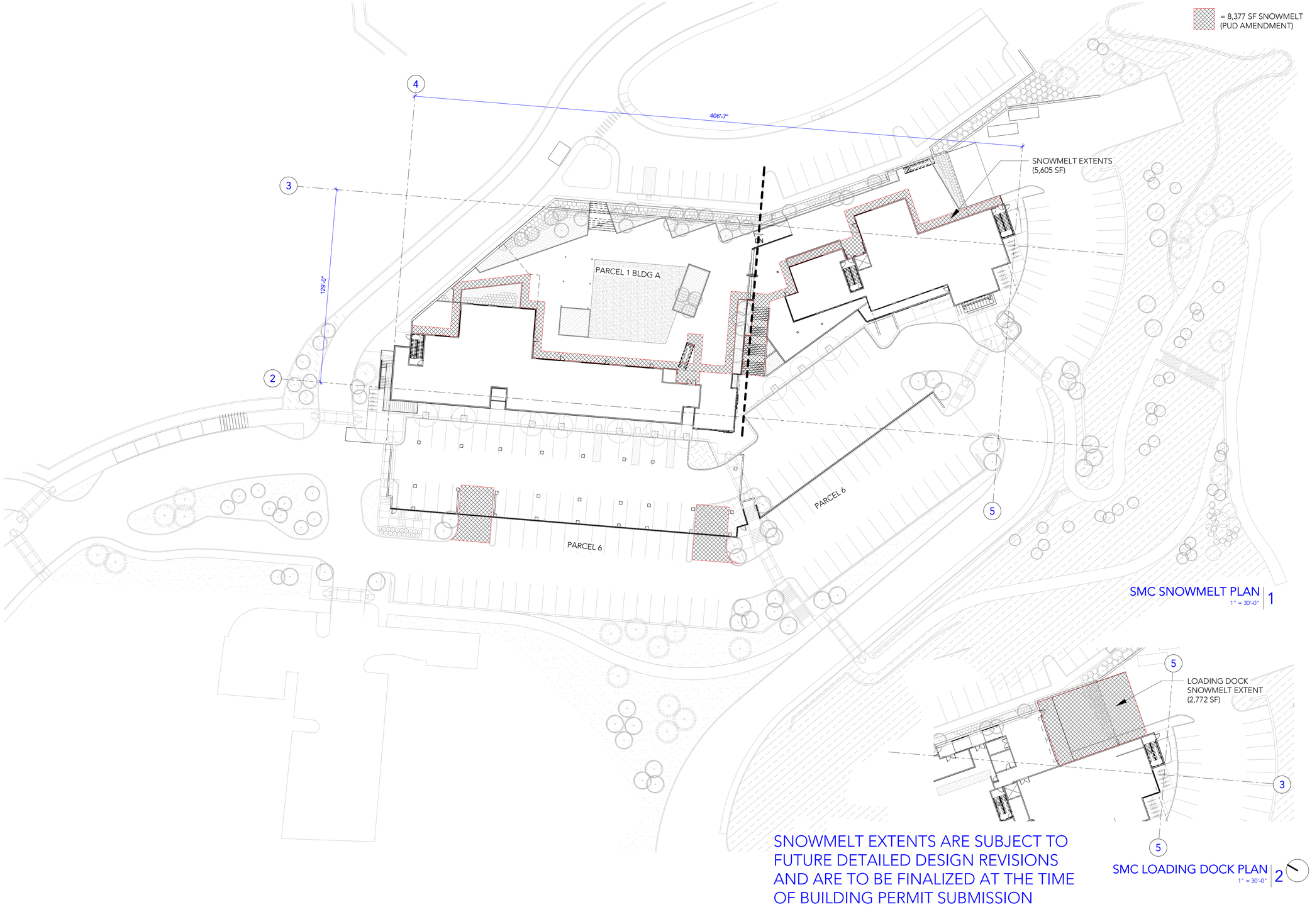


SOLAR DIAGRAMS

SCALE: 1" = 100'-0"

A-002

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SMC SNOWMELT PLAN | 1
1" = 30'-0"

SMC LOADING DOCK PLAN | 2
1" = 30'-0"

SNOWMELT EXTENTS ARE SUBJECT TO FUTURE DETAILED DESIGN REVISIONS AND ARE TO BE FINALIZED AT THE TIME OF BUILDING PERMIT SUBMISSION

CCY ARCHITECTS

SMC BUILDING 1A
16 KEARNS ROAD, SNOWMASS VILLAGE, CO 81615

DATE:
9/5/2024

ISSUE:
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HISTORY:

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KEY PLAN:

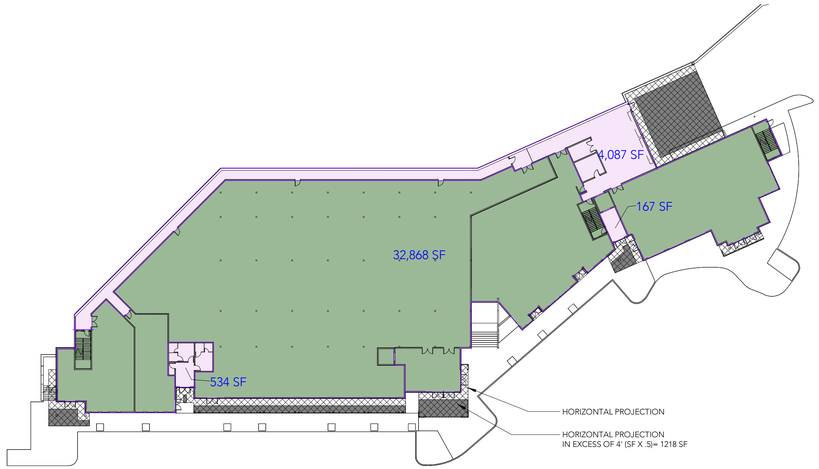


SNOWMELT PLAN

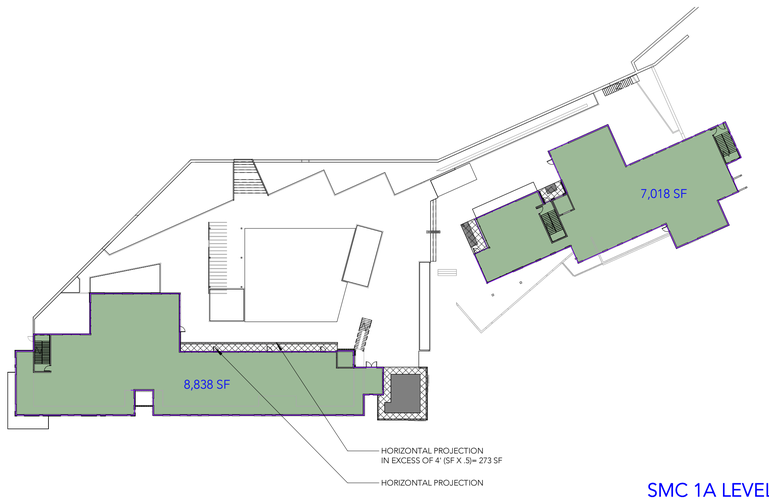
SCALE: 1" = 30'-0"

A-003

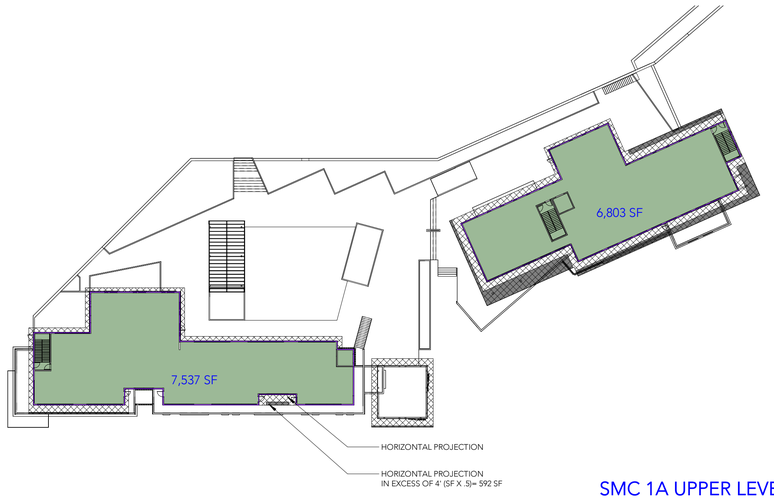
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SMC 1A EXISTING FINISH FLOOR | 4
1" = 40'-0"



SMC 1A LEVEL 2 | 3
1" = 40'-0"



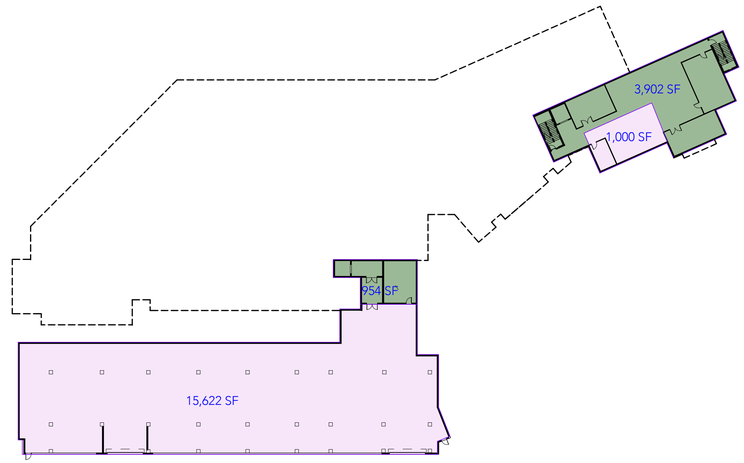
SMC 1A UPPER LEVEL | 2
1" = 40'-0"

Gross Building Area Legend

- Exempt
- Gross Building Area

Snowmass Center Redevelopment
Minor PUD Amendment
September 5, 2024

Area Calculations	Gross	FAR	Net Commercial
Lower Level			
East Basement	4,902	3,902	
West Basement	954	954	
Parking Structure	15,622		
Main Level	37,656	32,868	
Clark's Market			19,584
Sundance			4,257
US Post Office			4,005
Retail-1			1,775
Retail-2			1,102
Horizontal Projections		1,218	
Second Floor			
East Commercial	7,018	7,018	6,286
West Commercial	8,838	8,838	8,296
Horizontal Projections		273	
Third Floor			
East Office	6,803	6,803	6,091
West Office	7,537	7,539	7,037
Horizontal Projections		592	
	89,330	**70,005**	**58,433**



SMC 1A PARKING LEVEL | 1
1" = 40'-0"

CCY ARCHITECTS

SMC BUILDING 1A
16 KEARNS ROAD, SNOWMASS VILLAGE, CO 81615

DATE:
9/5/2024

ISSUE:
SNOWMASS CENTER REDEVELOPMENT PUD MINOR AMENDMENT APPLICATION

PROJECT NUMBER:
18014

DRAWN BY: CCY CHECKED BY: CCY

HISTORY:

REV. #	DATE	DESCRIPTION

KEY PLAN:

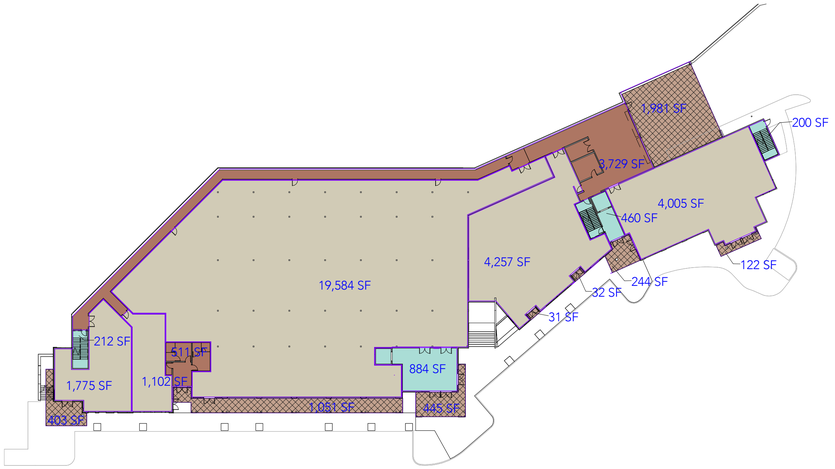


AREA PLANS - FAR

SCALE: 1" = 40'-0"

A-004

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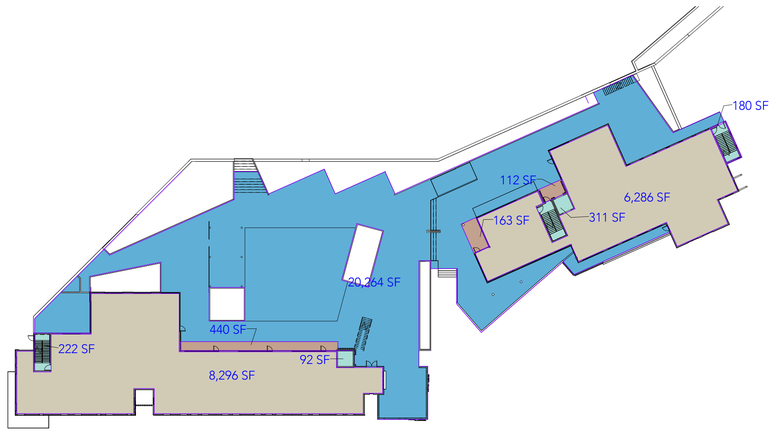
Building Classification Legend

- CIRCULATION SPACE
- COMMERCIAL COMMON AREA
- COVERED AREA
- RETAIL NET LEASABLE

SMC EXISTING FINISH FLOOR | 4
1" = 40'-0"

Snowmass Center Redevelopment
Minor PUD Amendment
September 5, 2024

Area Calculations	Gross	FAR	Net Commercial
Lower Level			
East Basement	4,902	3,902	
West Basement	954	954	
Parking Structure	15,622		
Main Level	37,656	32,868	
Clark's Market			19,584
Sundance			4,257
US Post Office			4,005
Retail-1			1,775
Retail-2			1,102
Horizontal Projections		1,218	
Second Floor			
East Commercial	7,018	7,018	6,286
West Commercial	8,838	8,838	8,296
Horizontal Projections		273	
Third Floor			
East Office	6,803	6,803	6,091
West Office	7,537	7,539	7,037
Horizontal Projections		592	
	89,330	**70,005**	**58,433**



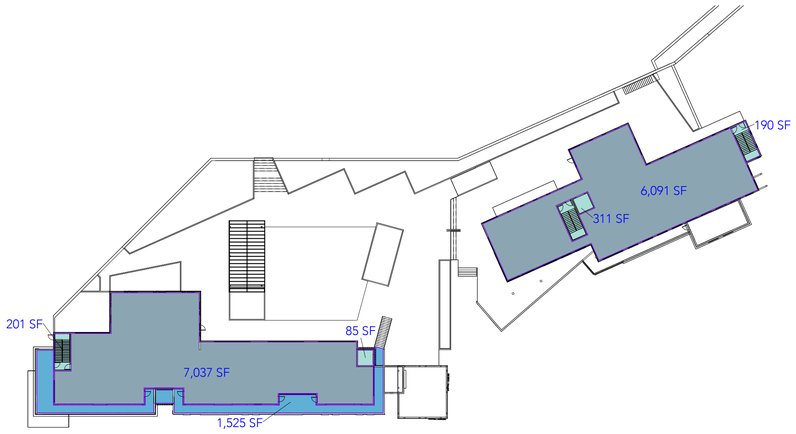
Building Classification Legend

- CIRCULATION SPACE
- COVERED AREA
- EXTERIOR BALCONY
- RETAIL NET LEASABLE

SMC P1 LEVEL 2W | 3
1" = 40'-0"

Building Classification Legend

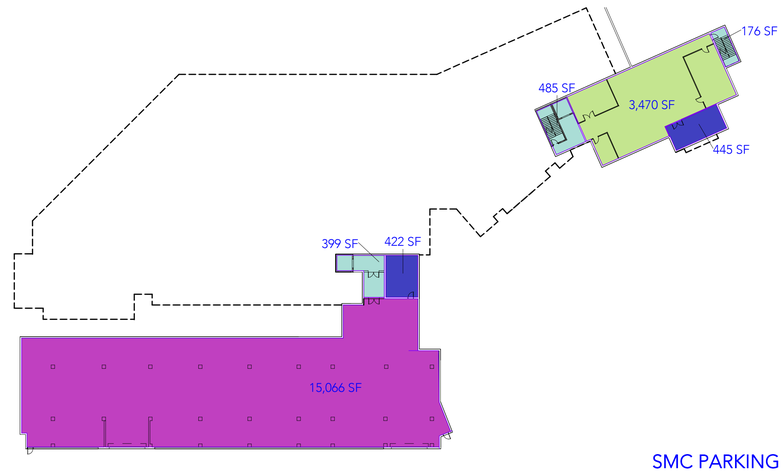
- CIRCULATION SPACE
- MECHANICAL
- PARKING EXEMPT
- STORAGE



Building Classification Legend

- CIRCULATION SPACE
- EXTERIOR BALCONY
- OFFICE SPACE NET LEASABLE

SMC P1 UPPER LEVEL-W | 2
1" = 40'-0"



SMC PARKING LEVEL | 1
1" = 40'-0"

CCY ARCHITECTS

SMC BUILDING 1A
16 KEARNS ROAD, SNOWMASS VILLAGE, CO 81615

DATE:
9/5/2024

ISSUE:
SNOWMASS CENTER REDEVELOPMENT PUD MINOR AMENDMENT APPLICATION

PROJECT NUMBER:
18014

DRAWN BY: CCY CHECKED BY: CCY

HISTORY:

REV. #	DATE	DESCRIPTION

KEY PLAN:

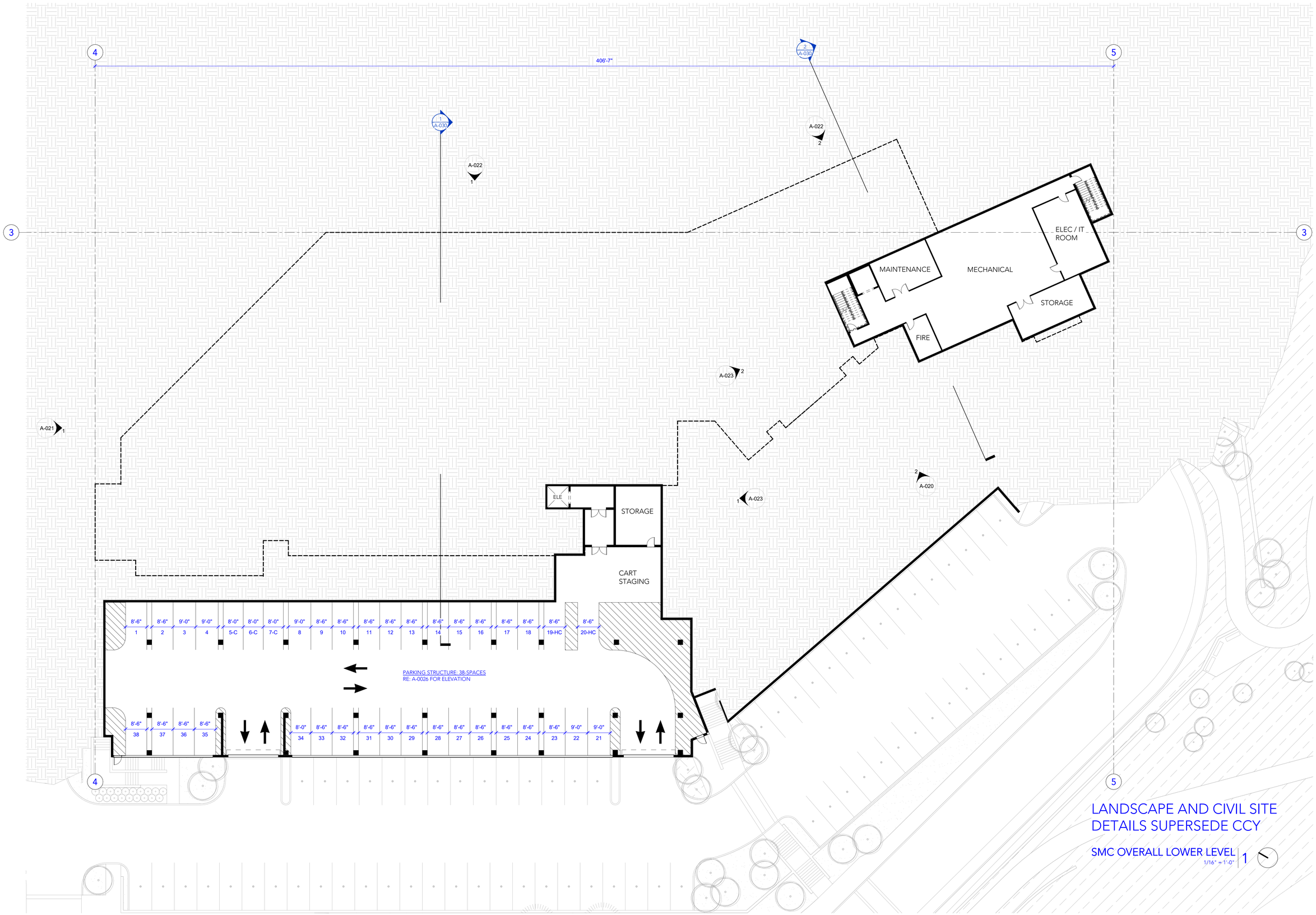


AREA PLANS - NET

SCALE: 1" = 40'-0"

A-005

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SMC OVERALL LOWER LEVEL 1
1/16" = 1'-0"

CCY ARCHITECTS

SMC BUILDING 1A

16 KEARNS ROAD, SNOWMASS VILLAGE, CO 81615

DATE:
9/5/2024

ISSUE:
SNOWMASS CENTER REDEVELOPMENT PUD MINOR AMENDMENT APPLICATION

PROJECT NUMBER:
18014

DRAWN BY: AuthorHECKED BY: Checker

HISTORY:

REV. #	DATE	DESCRIPTION

KEY PLAN:

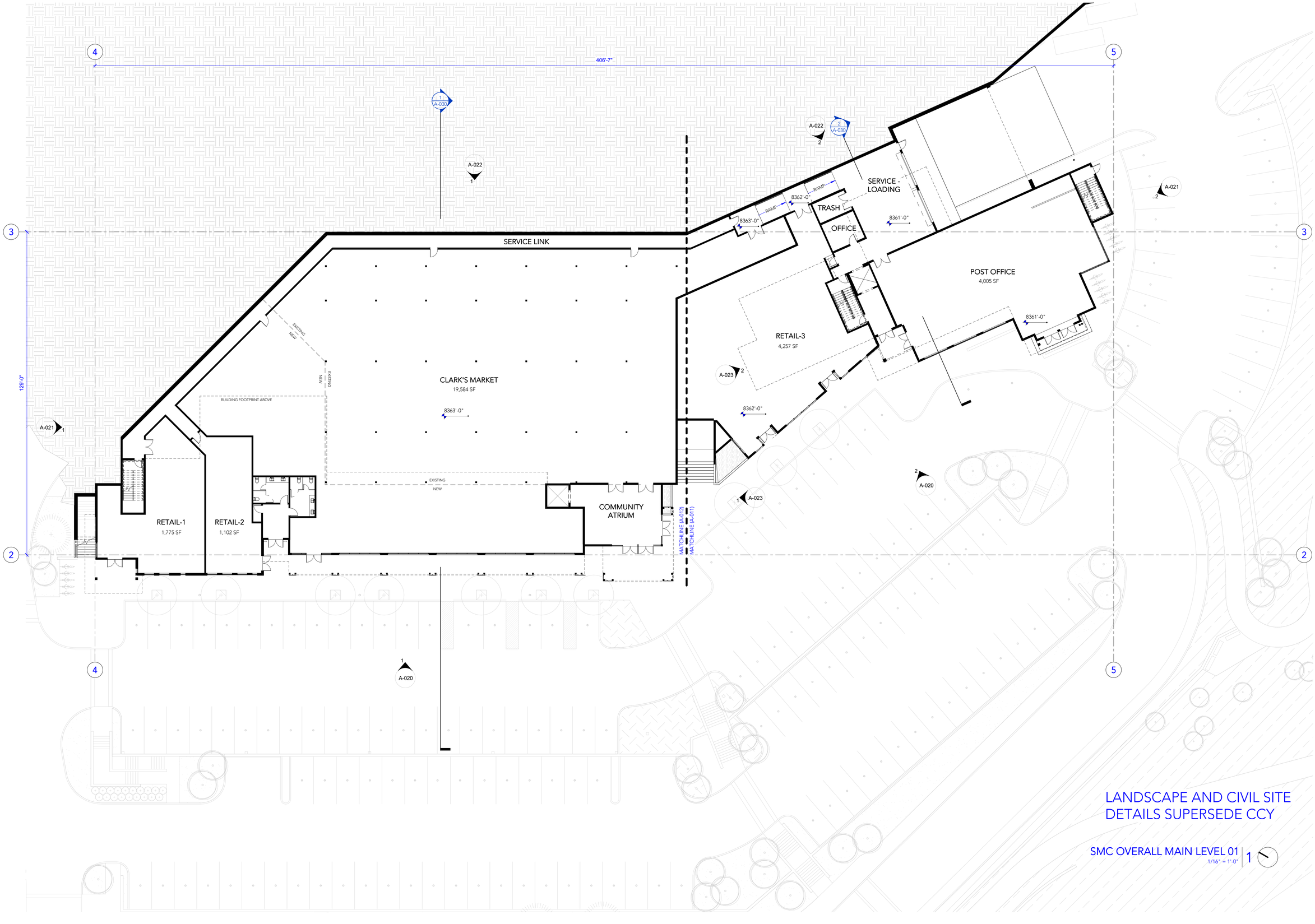


1A - OVERALL LOWER LEVEL 00

SCALE: 1/16" = 1'-0"

A-006

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LANDSCAPE AND CIVIL SITE DETAILS SUPERSEDE CCY

SMC OVERALL MAIN LEVEL 01 | 1
1/16" = 1'-0"

CCY ARCHITECTS

SMC BUILDING 1A

16 KEARNS ROAD, SNOWMASS VILLAGE, CO 81615

DATE:
9/5/2024

ISSUE:
SNOWMASS CENTER REDEVELOPMENT PUD MINOR AMENDMENT APPLICATION

PROJECT NUMBER:
18014

DRAWN BY: CCY CHECKED BY: CCY

HISTORY:

REV. #	DATE	DESCRIPTION

KEY PLAN:

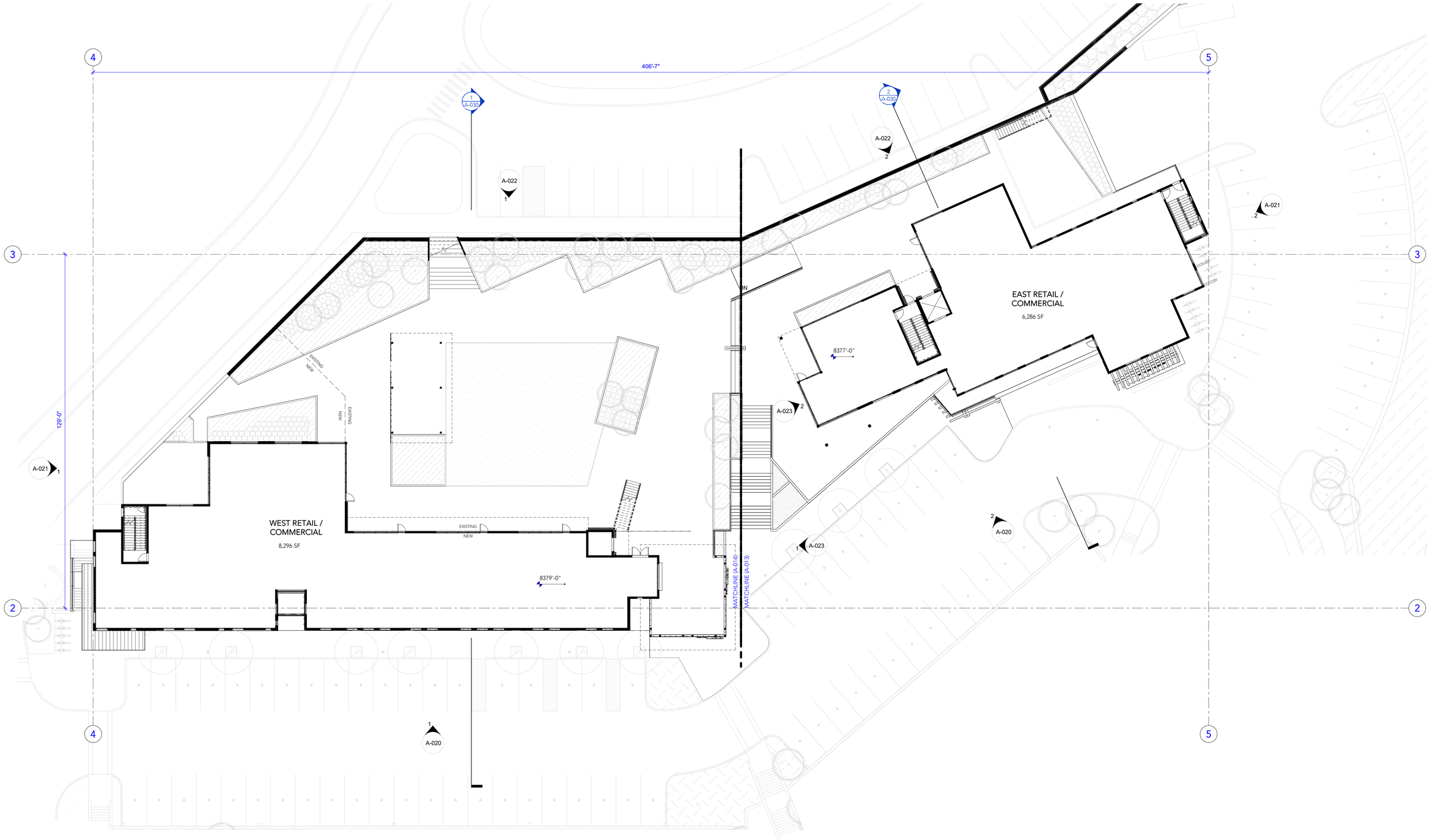


1A - OVERALL MAIN LEVEL 01

SCALE: 1/16" = 1'-0"

A-007

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LANDSCAPE AND CIVIL SITE DETAILS SUPERSEDE CCY

SMC OVERALL LEVEL 02 | 1
1/16" = 1'-0"

CCY ARCHITECTS

SMC BUILDING 1A

16 KEARNS ROAD, SNOWMASS VILLAGE, CO 81615

DATE:
9/5/2024

ISSUE:
SNOWMASS CENTER REDEVELOPMENT PUD MINOR AMENDMENT APPLICATION

PROJECT NUMBER:
18014

DRAWN BY: CCY CHECKED BY: CCY

HISTORY:

REV. #	DATE	DESCRIPTION

KEY PLAN:

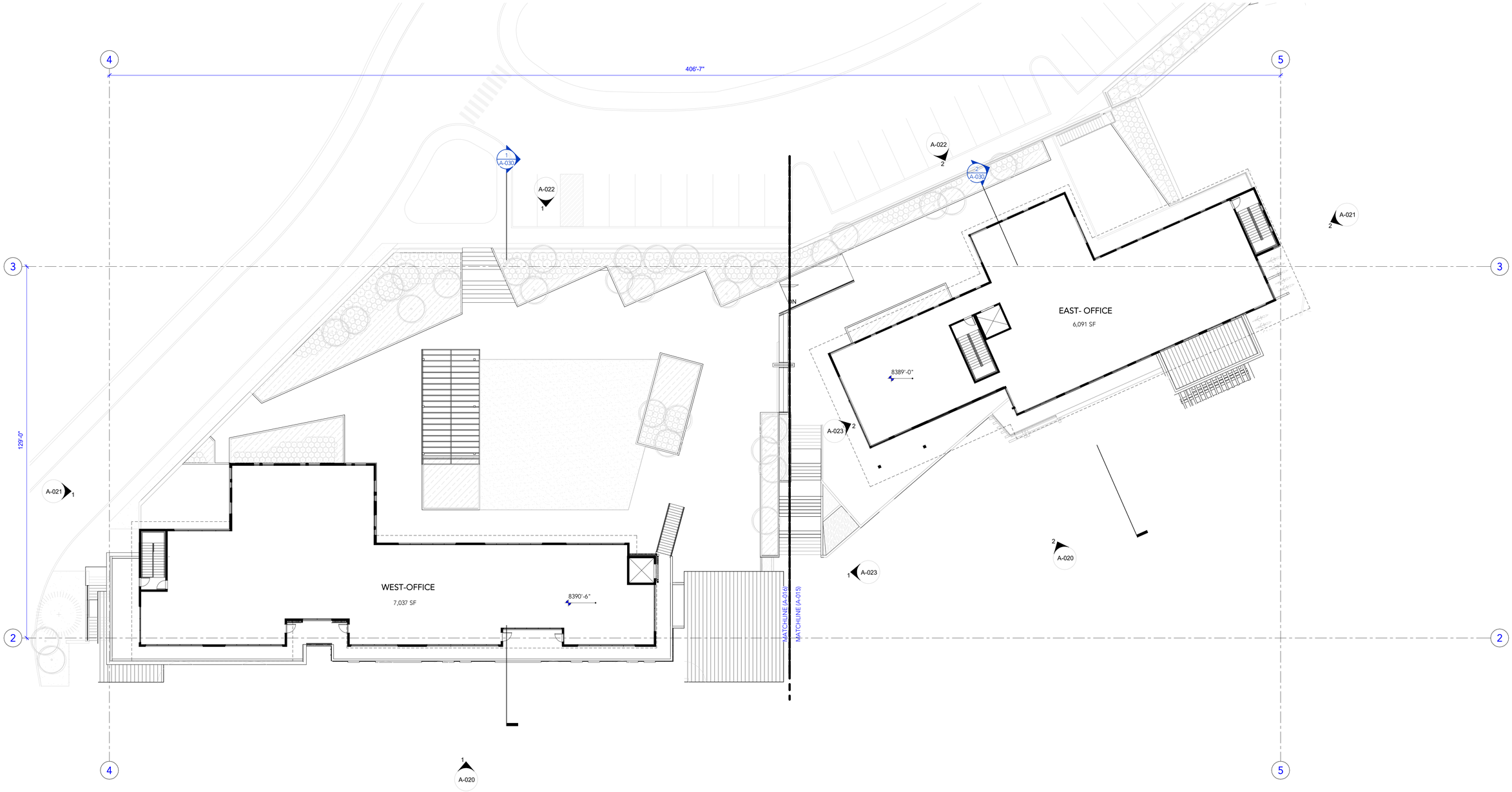


1A - OVERALL LEVEL 02

SCALE: 1/16" = 1'-0"

A-008

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LANDSCAPE AND CIVIL SITE DETAILS SUPERSEDE CCY

SMC OVERALL LEVEL 03 | 1
1/16" = 1'-0"

CCY ARCHITECTS

SMC BUILDING 1A

16 KEARNS ROAD, SNOWMASS VILLAGE, CO 81615

DATE:
9/5/2024

ISSUE:
SNOWMASS CENTER
REDEVELOPMENT PUD MINOR
AMENDMENT APPLICATION

PROJECT NUMBER:
18014

DRAWN BY: CCY CHECKED BY: CCY

HISTORY:

REV. #	DATE	DESCRIPTION

KEY PLAN:

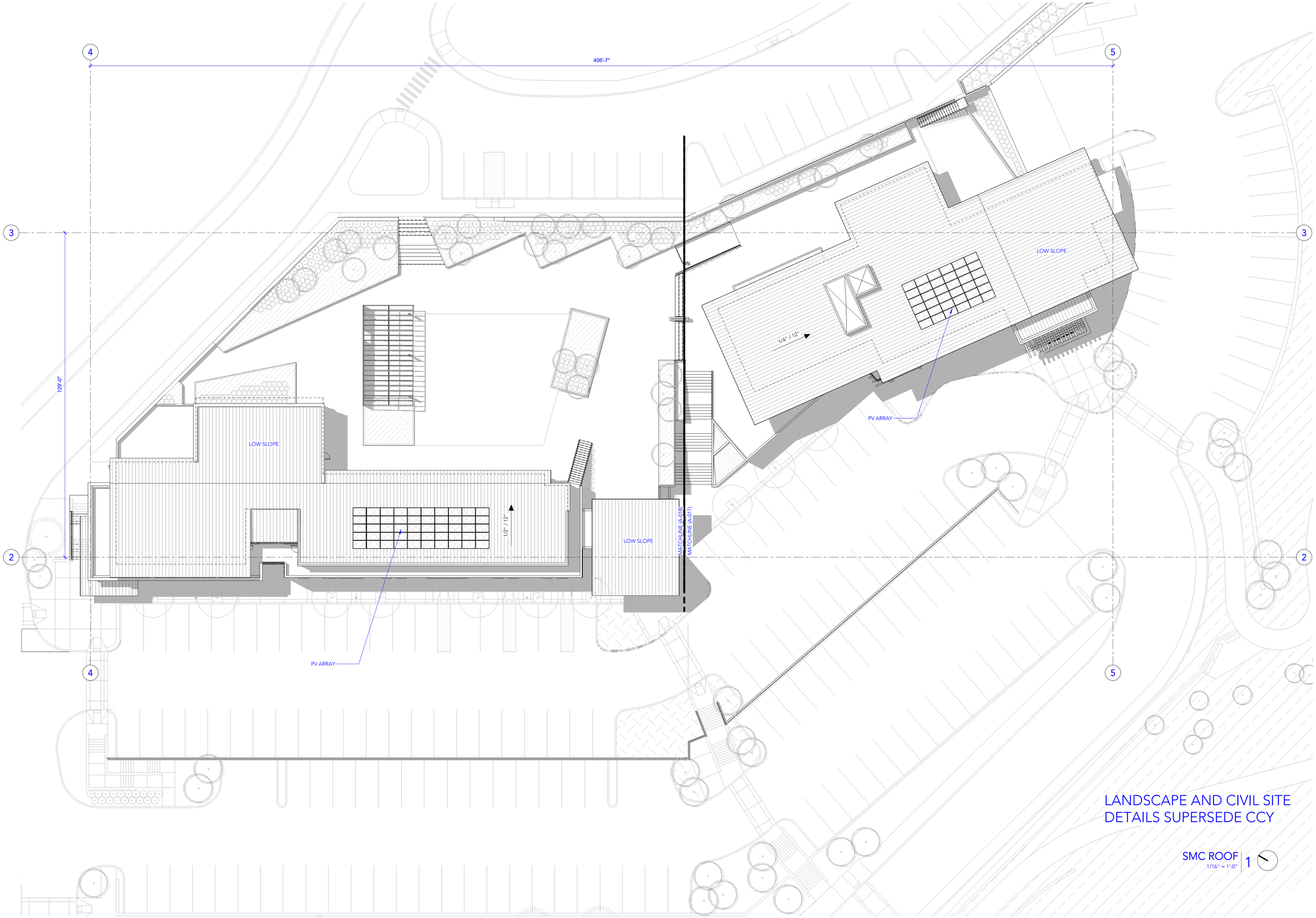


1A - OVERALL LEVEL 03

SCALE: 1/16" = 1'-0"

A-009

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CCY ARCHITECTS

SMC BUILDING 1A

16 KEARNS ROAD, SNOWMASS VILLAGE, CO 81615

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HISTORY:

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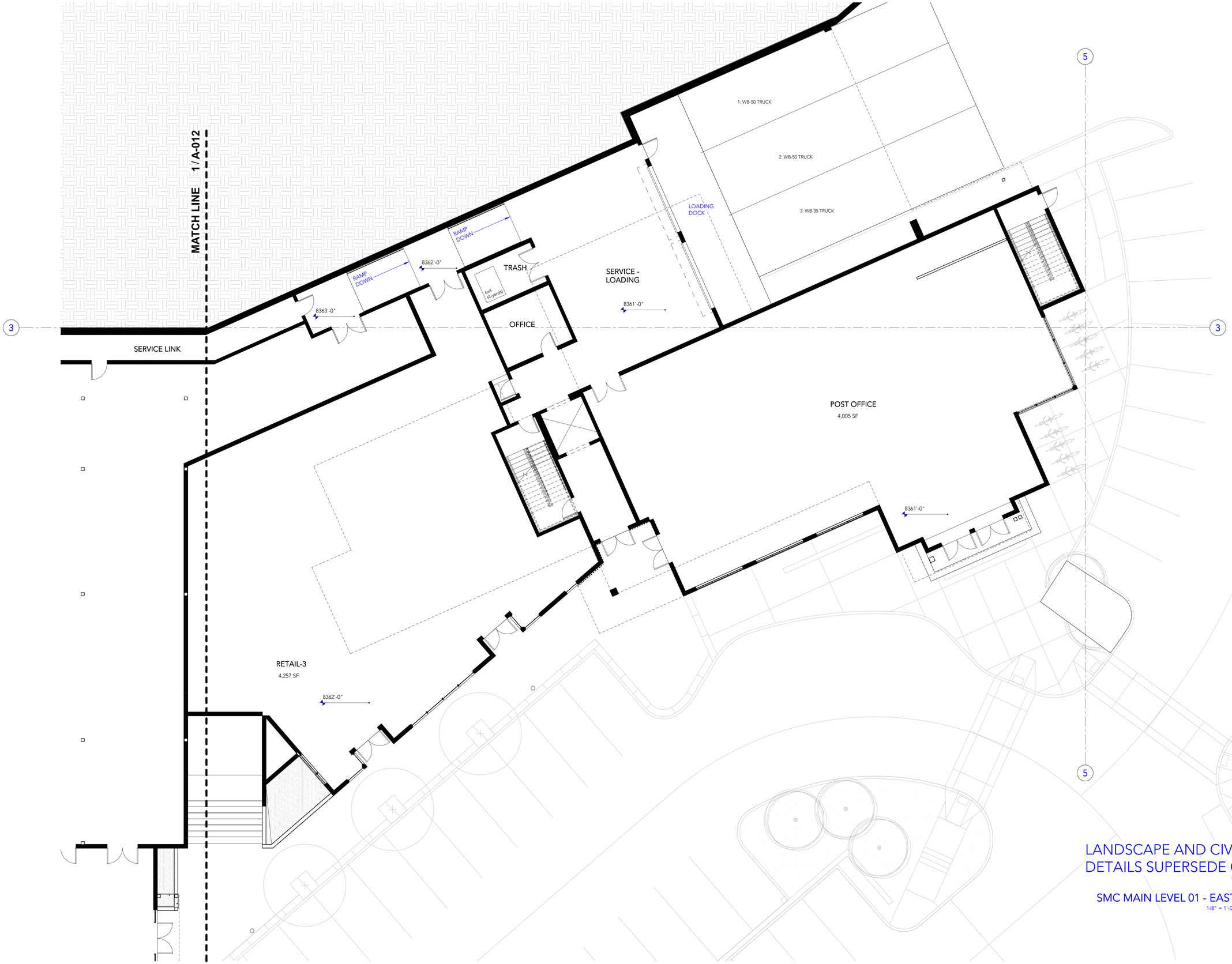
KEY PLAN:

1A - OVERALL ROOF

SCALE: 1/16" = 1'-0"

A-010

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LANDSCAPE AND CIVIL SITE DETAILS SUPERSEDE CCY

SMC MAIN LEVEL 01 - EAST
1/8" = 1'-0" | 1

CCY ARCHITECTS

SMC BUILDING 1A
16 KEARNS ROAD, SNOWMASS VILLAGE, CO 81615

DATE:
9/5/2024

ISSUE:
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PROJECT NUMBER:
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DRAWN BY: CCY CHECKED BY: CCY

HISTORY:

REV. #	DATE	DESCRIPTION

KEY PLAN:

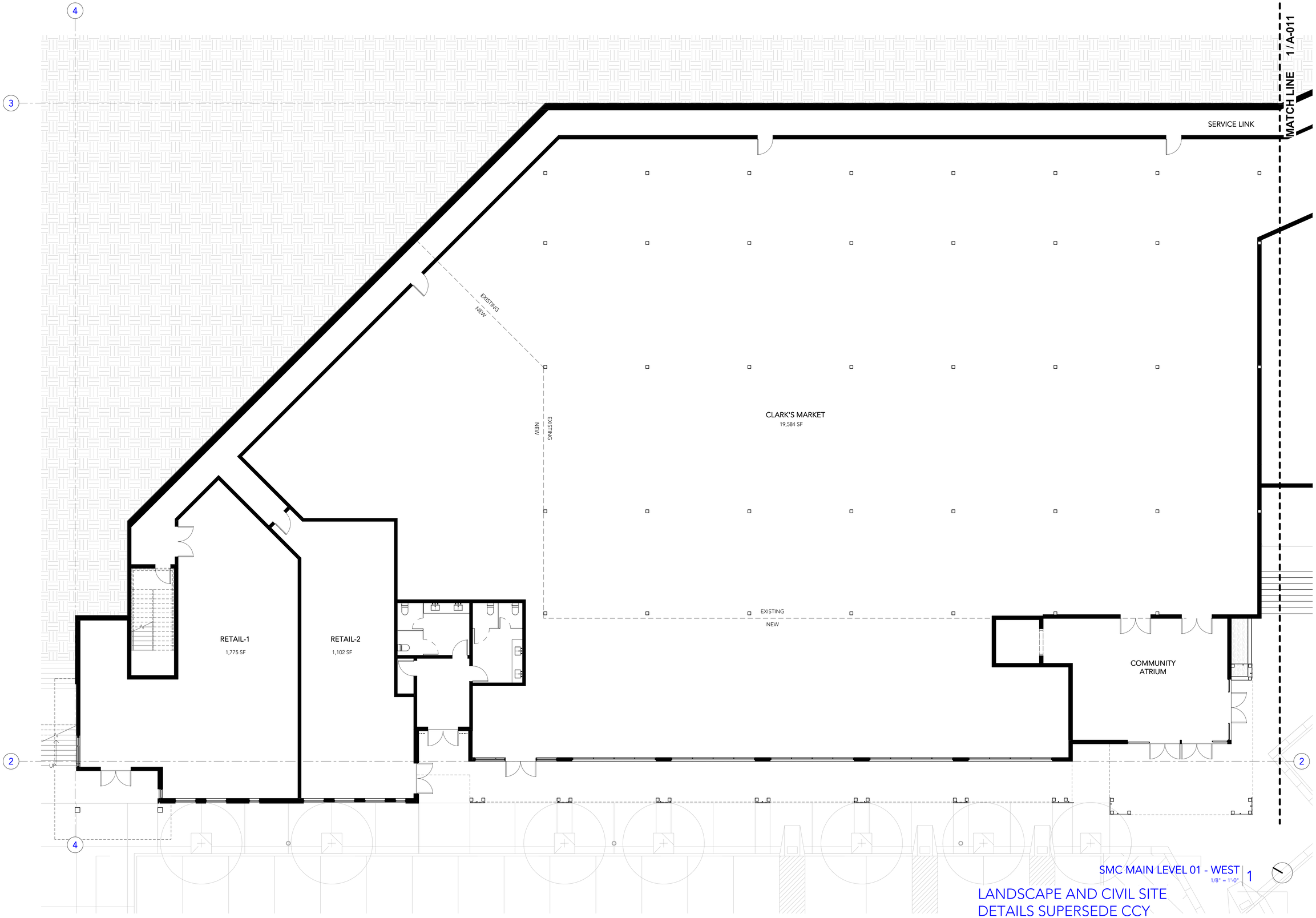


1A ENLARGED MAIN LEVEL 01 - EAST

SCALE: 1/8" = 1'-0"

A-011

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SMC MAIN LEVEL 01 - WEST 1
1/8" = 1'-0"

LANDSCAPE AND CIVIL SITE DETAILS SUPERSEDE CCY

CCY ARCHITECTS

SMC BUILDING 1A

16 KEARNS ROAD, SNOWMASS VILLAGE, CO 81615

DATE:
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ISSUE:
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PROJECT NUMBER:
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DRAWN BY: CCY CHECKED BY: CCY

HISTORY:

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KEY PLAN:

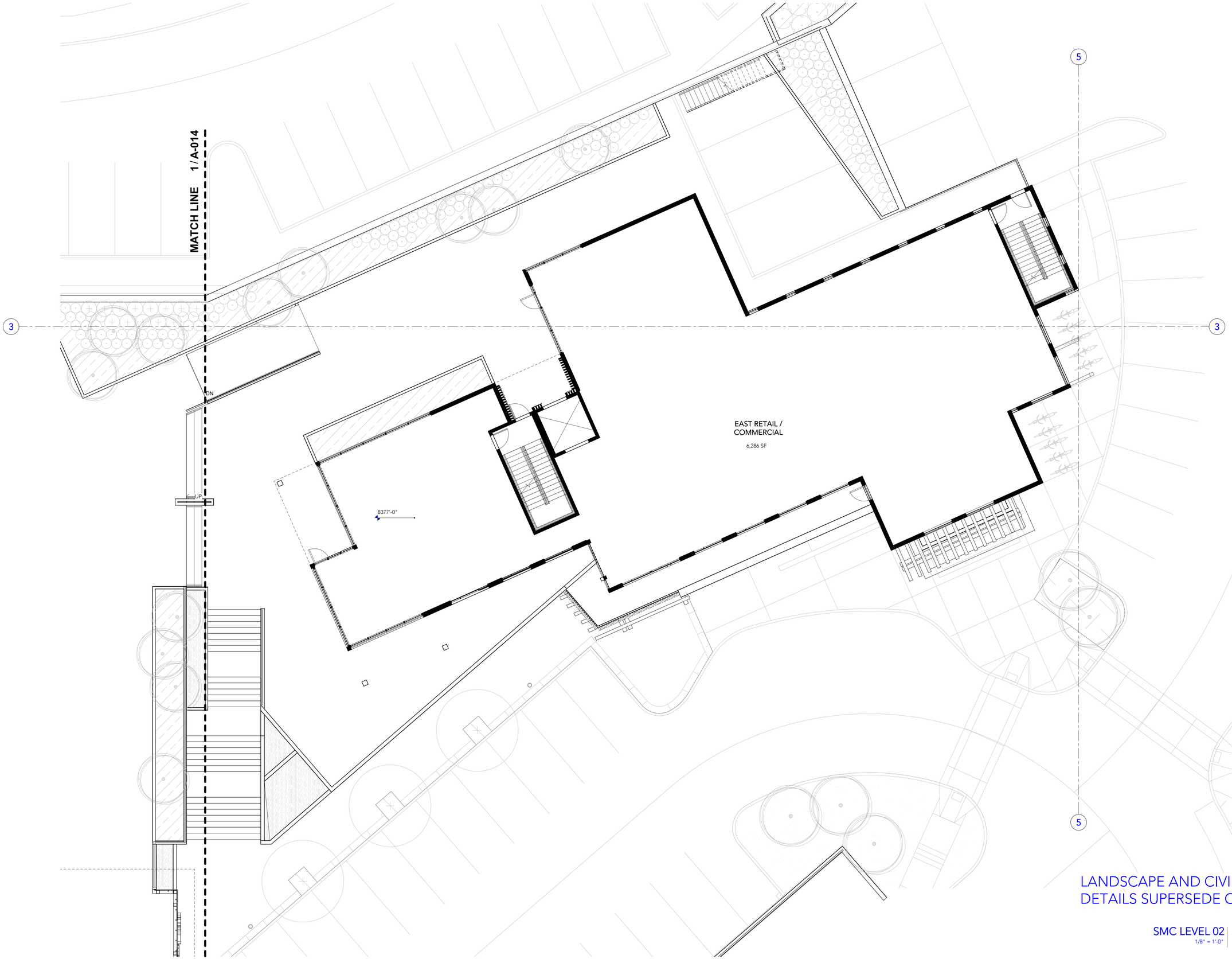


1A ENLARGED MAIN LEVEL 01 - WEST

SCALE: 1/8" = 1'-0"

A-012

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LANDSCAPE AND CIVIL SITE DETAILS SUPERSEDE CCY

SMC LEVEL 02
1/8" = 1'-0" | 1

CCY ARCHITECTS

SMC BUILDING 1A

16 KEARNS ROAD, SNOWMASS VILLAGE, CO 81615

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9/5/2024

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HISTORY:

REV. #	DATE	DESCRIPTION

KEY PLAN:



1A ENLARGED LEVEL 02 - EAST

SCALE: 1/8" = 1'-0"

A-013

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4

3

2

MATCH LINE 1/A-013

DN

UP

UP

UP

WEST RETAIL /
COMMERCIAL

8,296 SF

8379'-0"

LANDSCAPE AND CIVIL SITE
DETAILS SUPERSEDE CCY

SMC 1A LEVEL 02 - WEST
1/8" = 1'-0"

1

CCY ARCHITECTS

SMC BUILDING 1A
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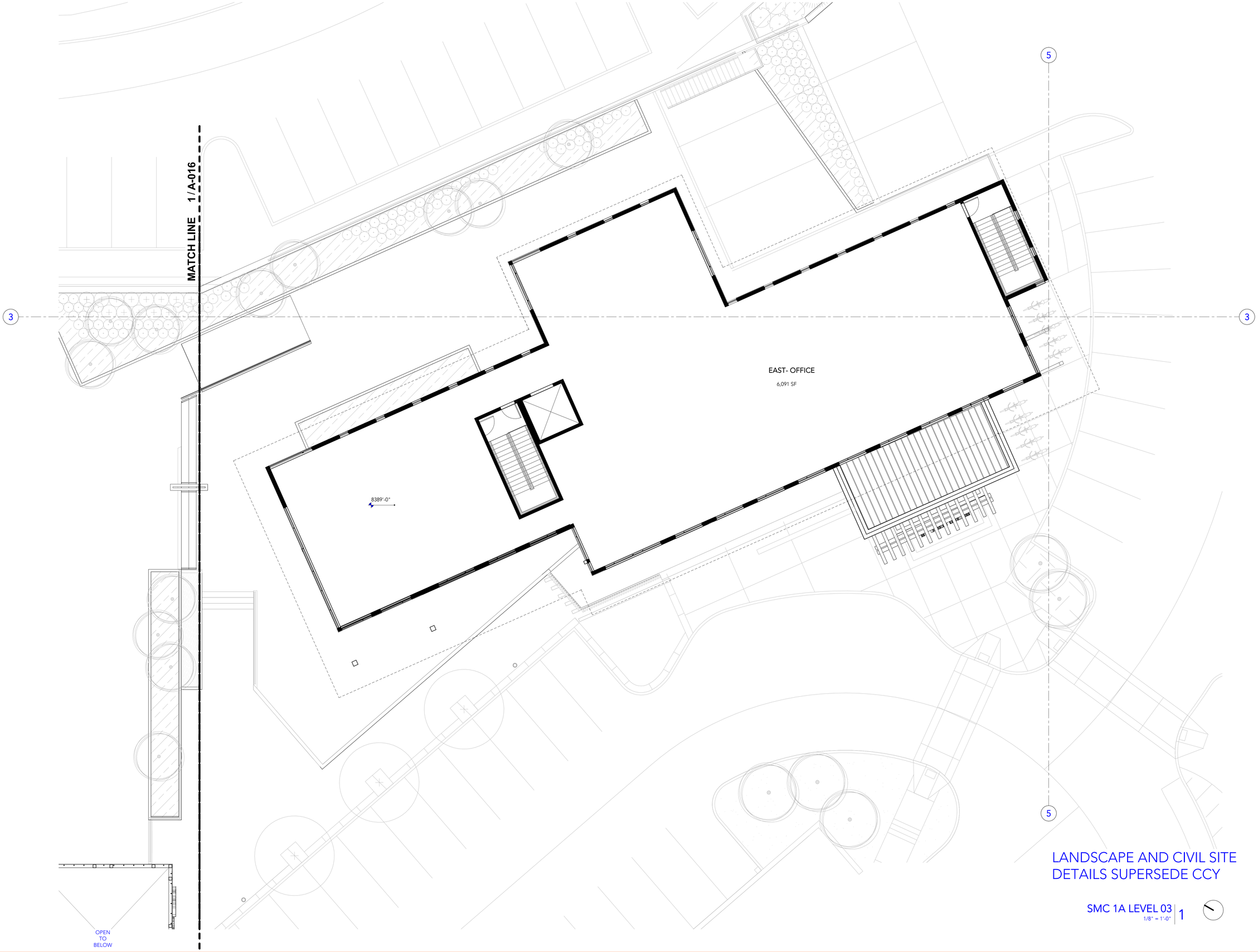


1A ENLARGED LEVEL 02 - WEST

SCALE: 1/8" = 1'-0"

A-014

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LANDSCAPE AND CIVIL SITE DETAILS SUPERSEDE CCY

SMC 1A LEVEL 03
1/8" = 1'-0" | 1

CCY ARCHITECTS

SMC BUILDING 1A
16 KEARNS ROAD, SNOWMASS VILLAGE, CO 81615

DATE:
9/5/2024

ISSUE:
SNOWMASS CENTER
REDEVELOPMENT PUD MINOR
AMENDMENT APPLICATION

PROJECT NUMBER:
18014

DRAWN BY: CCY CHECKED BY: CCY

HISTORY:

REV. #	DATE	DESCRIPTION

KEY PLAN:

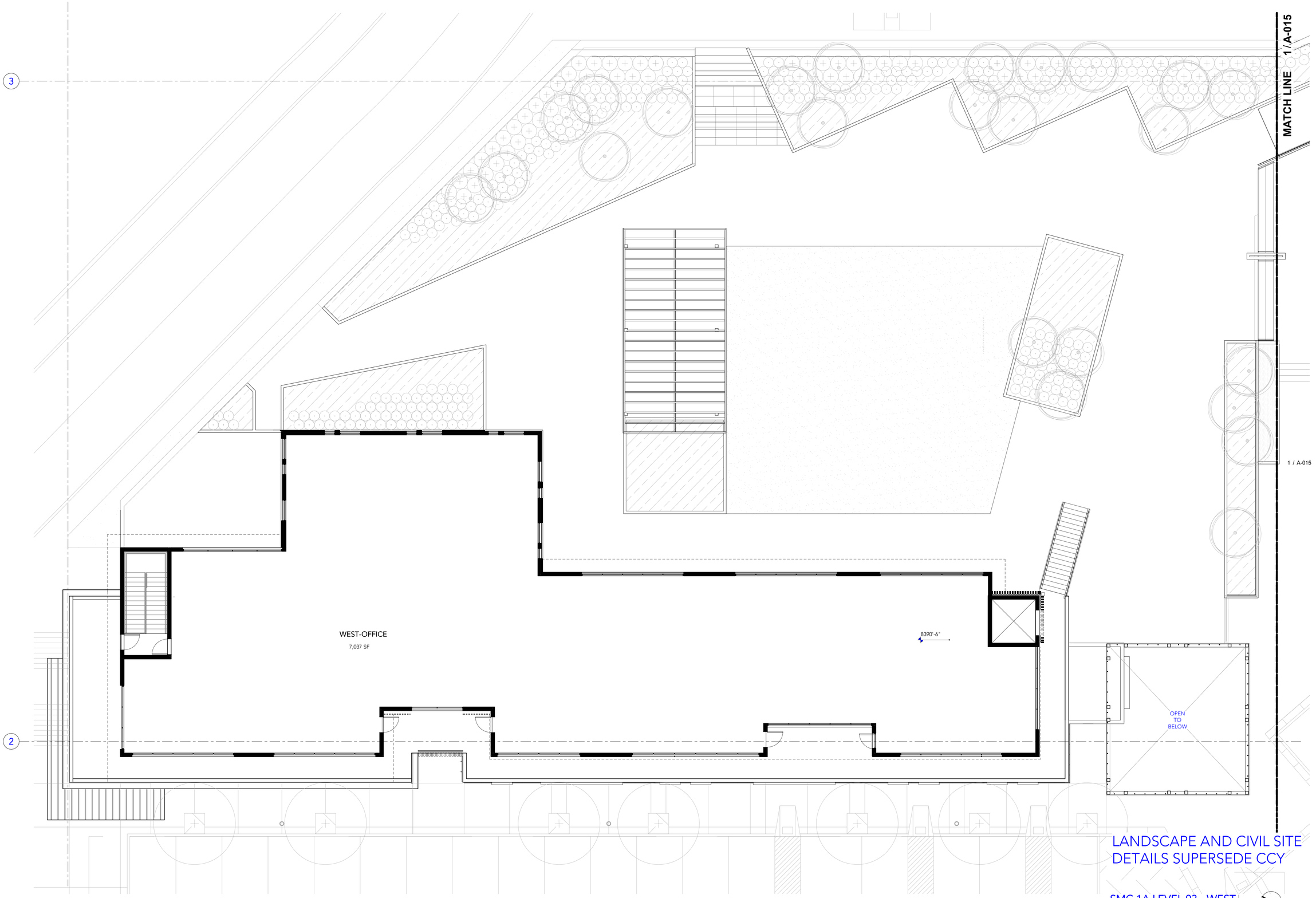


1A ENLARGED LEVEL 03 - EAST

SCALE: 1/8" = 1'-0"

A-015

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SMC BUILDING 1A

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DATE:
9/5/2024

ISSUE:
SNOWMASS CENTER
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AMENDMENT APPLICATION

PROJECT NUMBER:
18014

DRAWN BY: CCY CHECKED BY: CCY

HISTORY:

REV. #	DATE	DESCRIPTION

KEY PLAN:

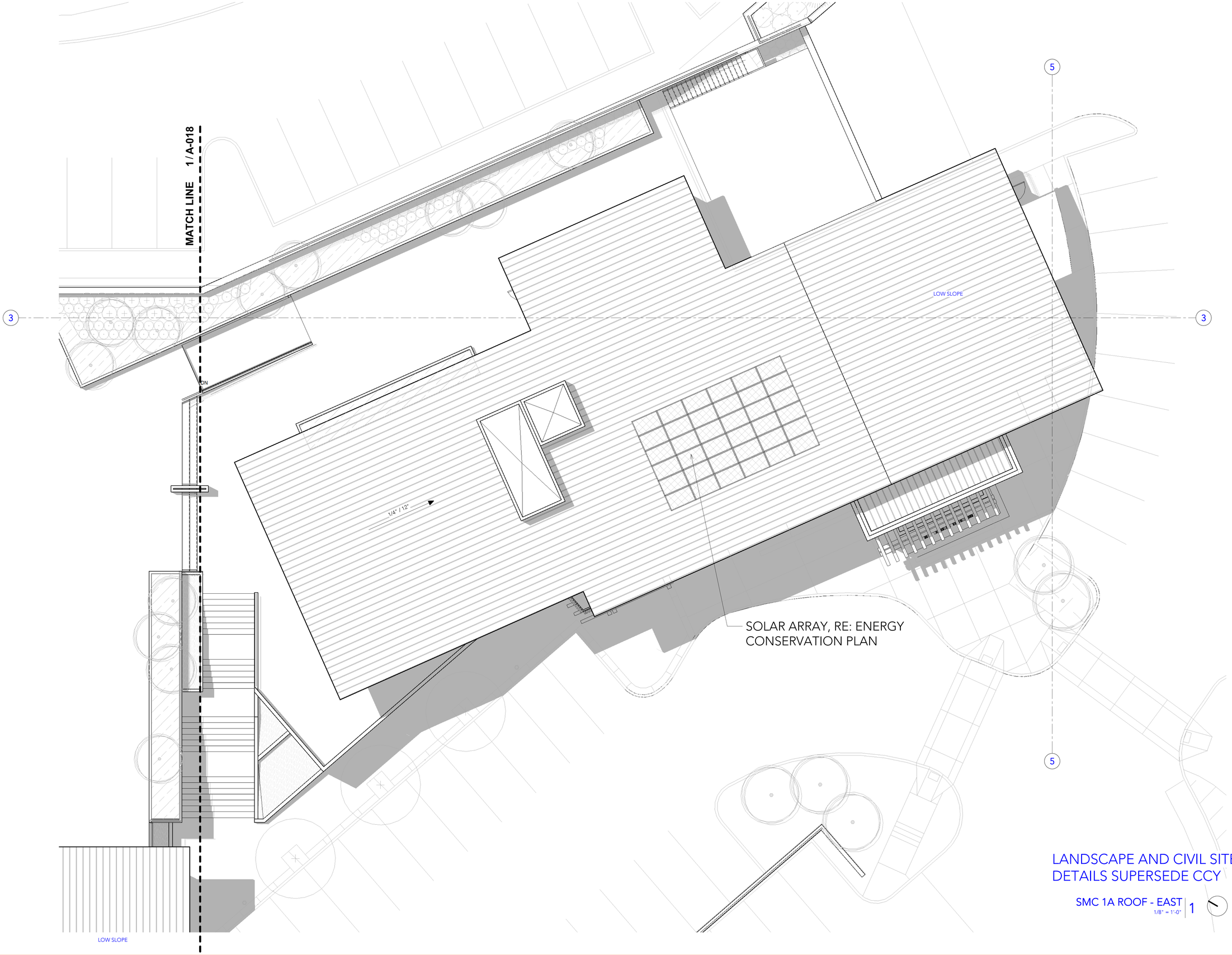


1A ENLARGED LEVEL 03 - WEST

SCALE: 1/8" = 1'-0"

A-016

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CCY ARCHITECTS

SMC BUILDING 1A

16 KEARNS ROAD, SNOWMASS VILLAGE, CO 81615

DATE:
9/5/2024

ISSUE:
SNOWMASS CENTER REDEVELOPMENT PUD MINOR AMENDMENT APPLICATION

PROJECT NUMBER:
18014

DRAWN BY: CCY CHECKED BY: CCY

HISTORY:

REV. #	DATE	DESCRIPTION

KEY PLAN:

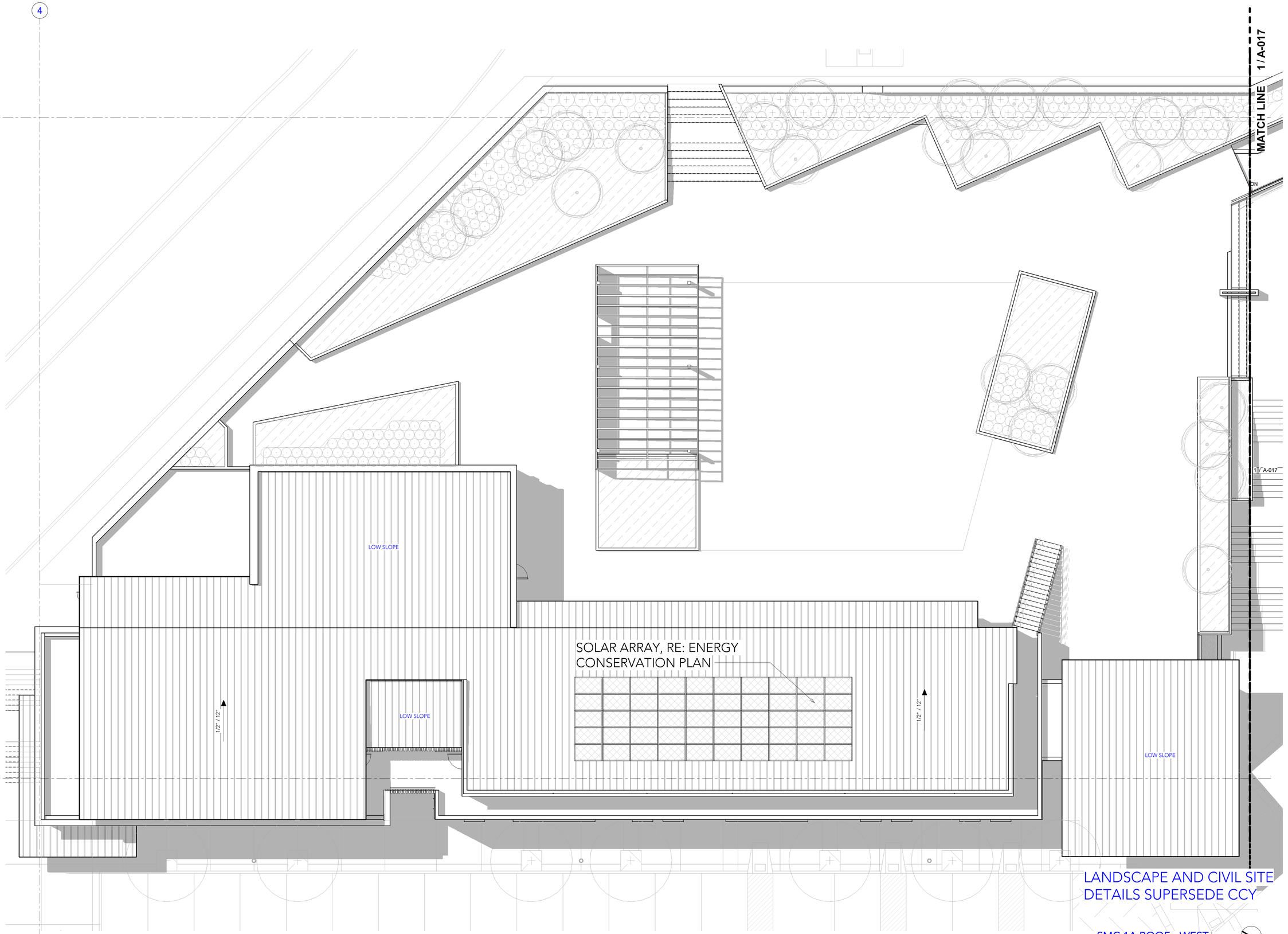


1A ENLARGED ROOF - EAST

SCALE: 1/8" = 1'-0"

A-017

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LANDSCAPE AND CIVIL SITE DETAILS SUPERSEDE CCY

SMC 1A ROOF - WEST 1
1/8" = 1'-0"

CCY ARCHITECTS

SMC BUILDING 1A

16 KEARNS ROAD, SNOWMASS VILLAGE, CO 81615

DATE:
9/5/2024

ISSUE:
SNOWMASS CENTER REDEVELOPMENT PUD MINOR AMENDMENT APPLICATION

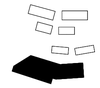
PROJECT NUMBER:
18014

DRAWN BY: CCY CHECKED BY: CCY

HISTORY:

REV. #	DATE	DESCRIPTION

KEY PLAN:

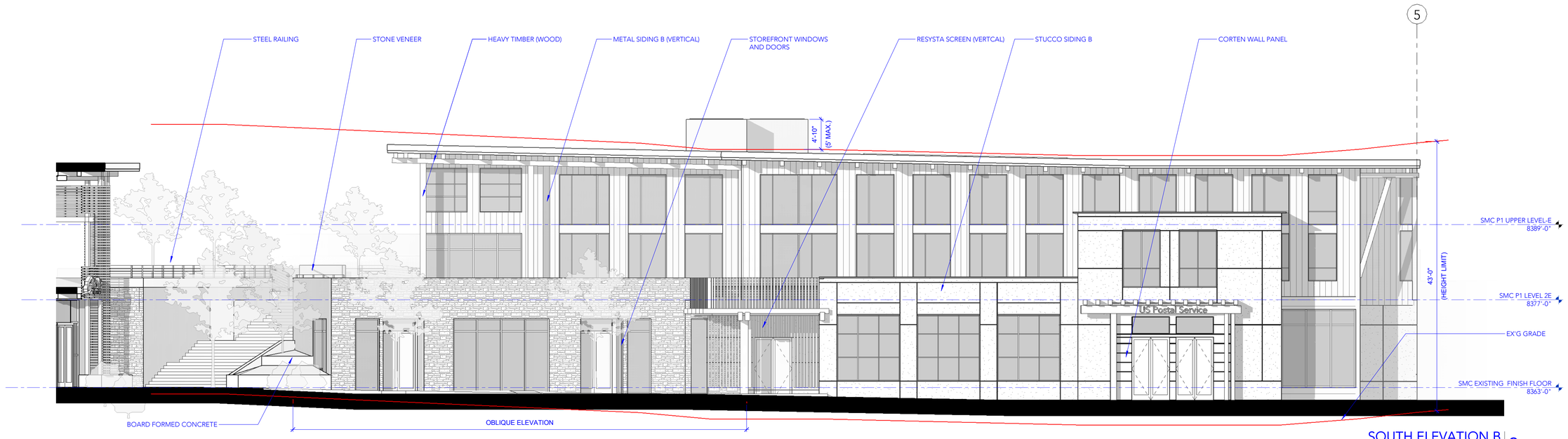


1A ENLARGED ROOF - WEST

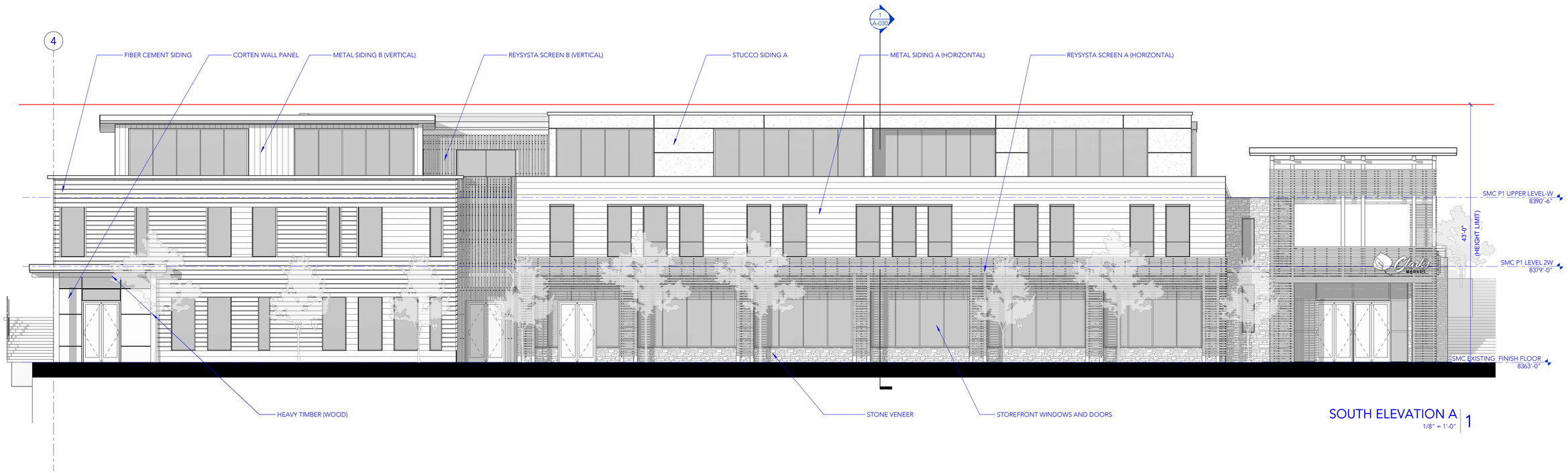
SCALE: 1/8" = 1'-0"

A-018

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SOUTH ELEVATION B 2
1/8" = 1'-0"



SOUTH ELEVATION A 1
1/8" = 1'-0"

CCY ARCHITECTS

SMC BUILDING 1A

16 KEARNS ROAD, SNOWMASS VILLAGE, CO 81615

DATE:
9/5/2024

ISSUE:
SNOWMASS CENTER REDEVELOPMENT PUD MINOR AMENDMENT APPLICATION

PROJECT NUMBER:
18014

DRAWN BY: CCY CHECKED BY: CCY

HISTORY:

REV. #	DATE	DESCRIPTION

KEY PLAN:

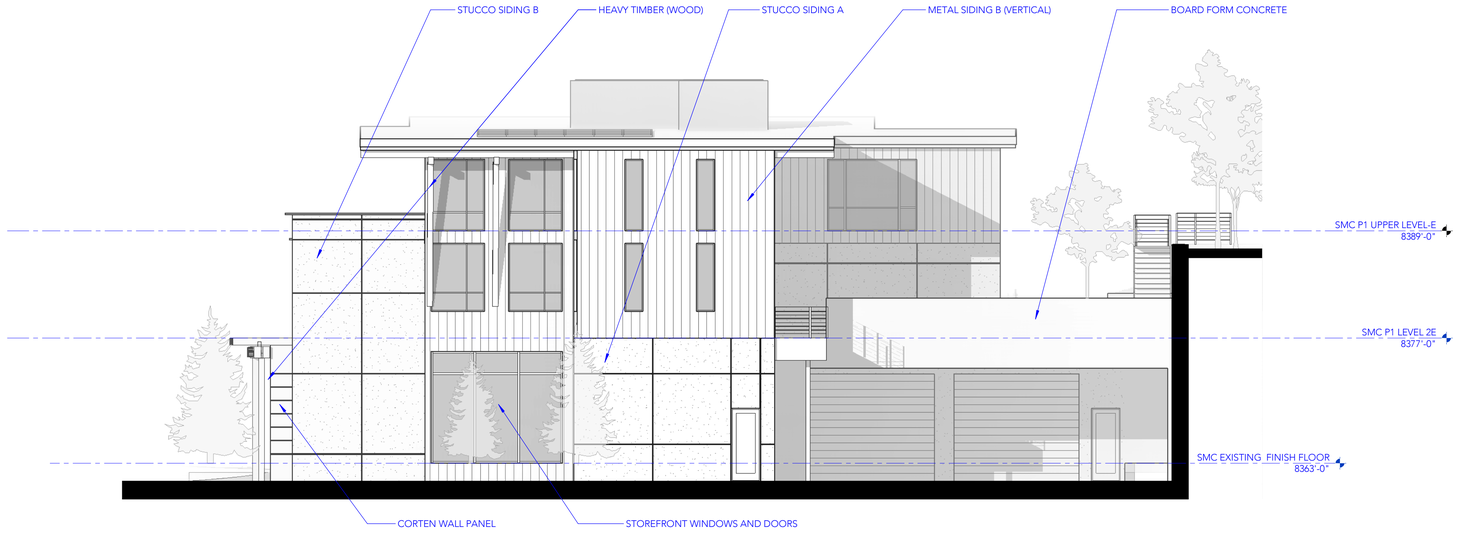


1A ELEVATIONS

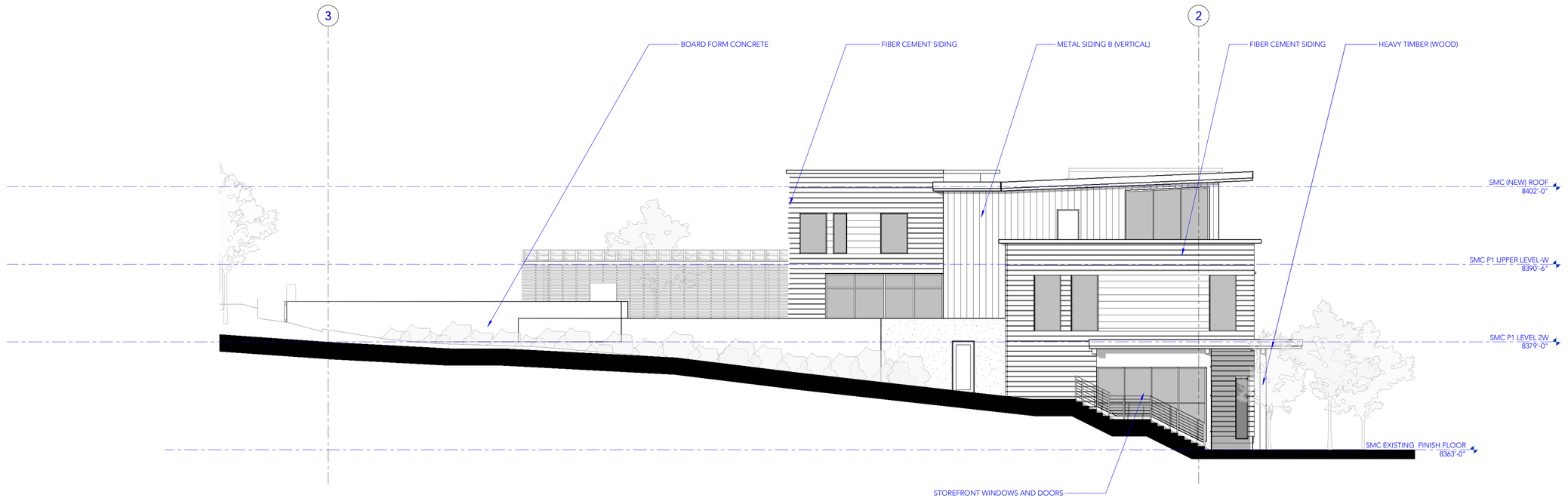
SCALE: As indicated

A-020

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EAST ELEVATION 2
1/8" = 1'-0"



WEST ELEVATION 1
1/8" = 1'-0"

CCY ARCHITECTS

SMC BUILDING 1A
16 KEARNS ROAD, SNOWMASS VILLAGE, CO 81615

DATE:
9/5/2024

ISSUE:
SNOWMASS CENTER REDEVELOPMENT PUD MINOR AMENDMENT APPLICATION

PROJECT NUMBER:
18014

DRAWN BY: CCY CHECKED BY: CCY

HISTORY:

REV. #	DATE	DESCRIPTION

KEY PLAN:

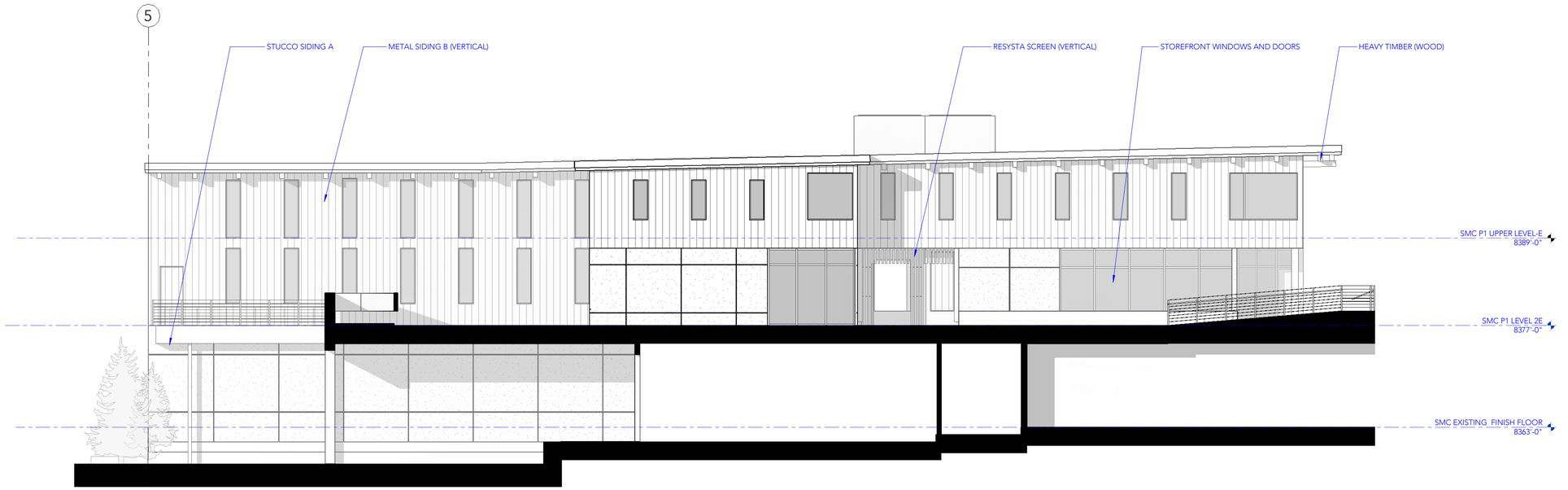


1A ELEVATIONS

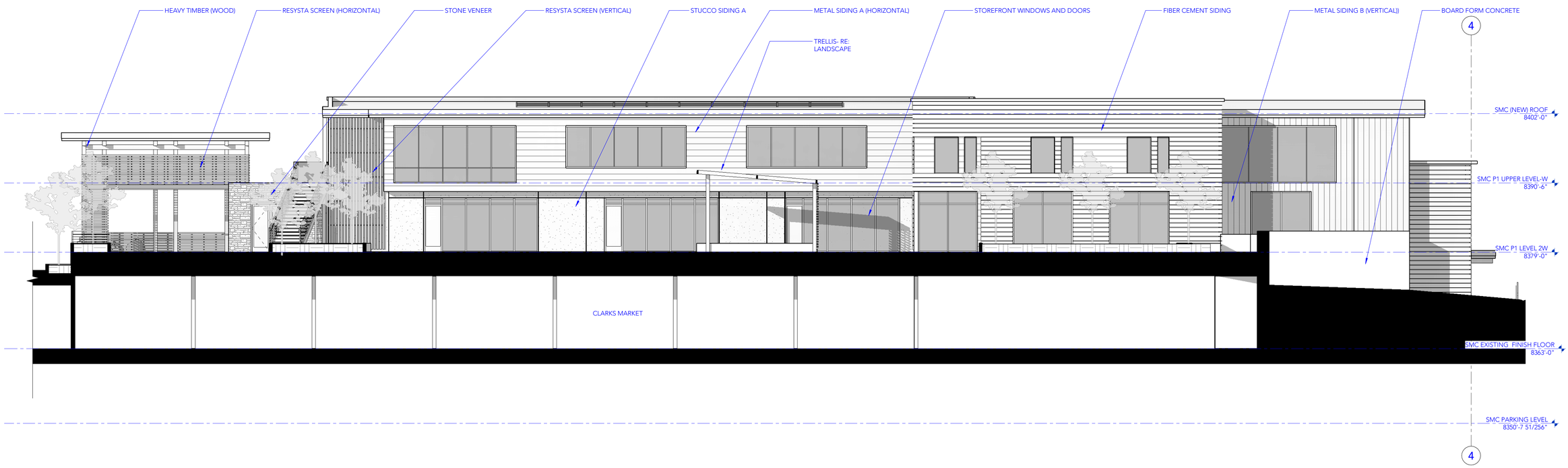
SCALE: 1/8" = 1'-0"

A-021

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NORTH ELEVATION B | 2
1/8" = 1'-0"



NORTH ELEVATION C | 1
1/8" = 1'-0"

CCY ARCHITECTS

SMC BUILDING 1A
16 KEARNS ROAD, SNOWMASS VILLAGE, CO 81615

DATE:
9/5/2024

ISSUE:
SNOWMASS CENTER REDEVELOPMENT PUD MINOR AMENDMENT APPLICATION

PROJECT NUMBER:
18014

DRAWN BY: CCY CHECKED BY: CCY

HISTORY:

REV. #	DATE	DESCRIPTION

KEY PLAN:

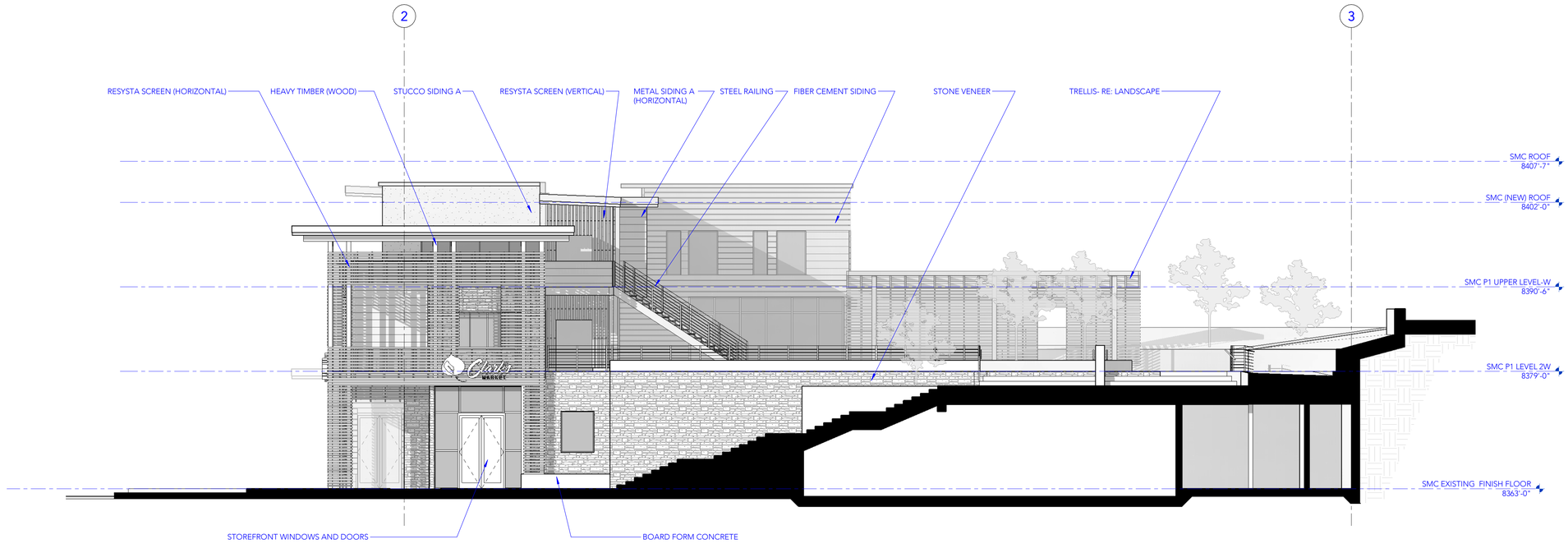


1A ELEVATIONS

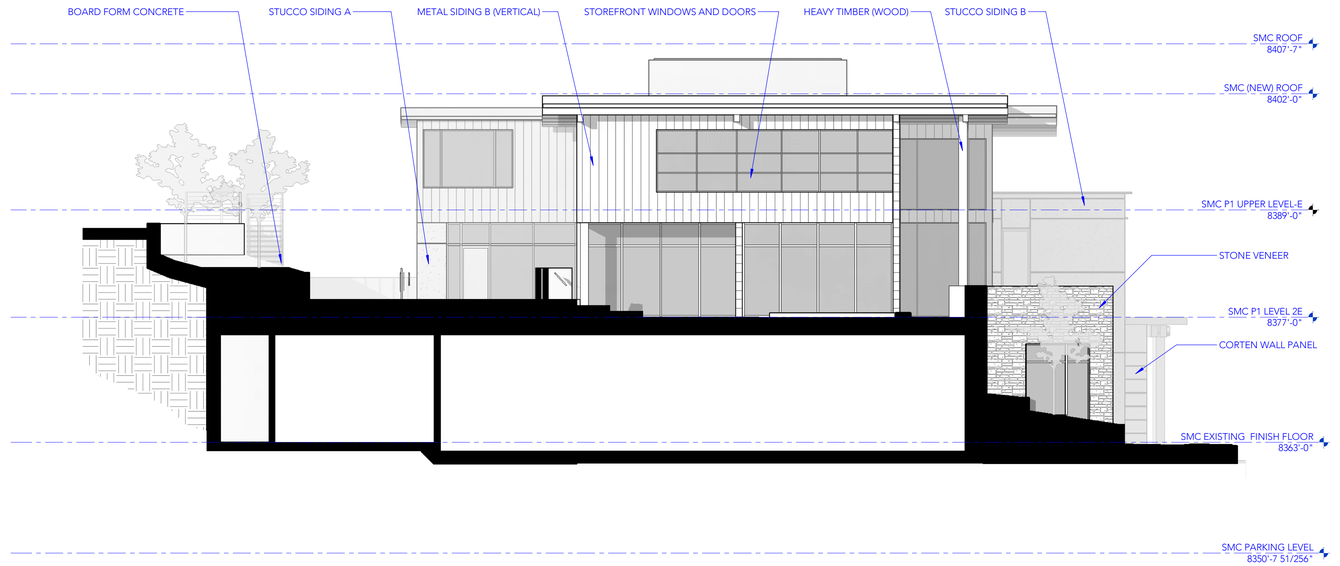
SCALE: As indicated

A-022

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EAST ELEVATION @ STAIR | 1
1/8" = 1'-0"



WEST ELEVATION @ STAIR | 2
1/8" = 1'-0"

CCY ARCHITECTS

SMC BUILDING 1A
16 KEARNS ROAD, SNOWMASS VILLAGE, CO 81615

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9/5/2024

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PROJECT NUMBER:
18014

DRAWN BY: CCY CHECKED BY: CCY

HISTORY:

REV. #	DATE	DESCRIPTION

KEY PLAN:



1A ELEVATIONS

SCALE: 1/8" = 1'-0"

A-023

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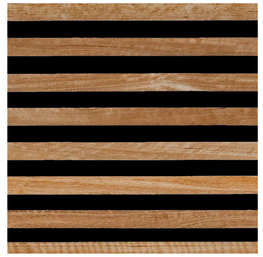
STEEL RAILING



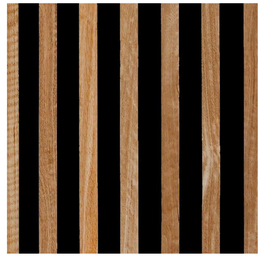
HEAVY TIMBER (WOOD)



FIBER CEMENT SIDING



RESYSTA SCREEN A
(HORIZONTAL)



RESYSTA SCREEN B
(VERTICAL)



STUCCO SIDING A



STUCCO SIDING B







METAL SIDING A
(HORIZONTAL)



METAL SIDING B
(VERTICAL)



CORTEN WALL
PANEL



BOARD FORM CONCRETE



STONE VENEER



STORE FRONT WINDOWS
AND DOORS

CCY ARCHITECTS

SMC BUILDING 1A
16 KEARNS ROAD, SNOWMASS VILLAGE, CO 81615

DATE:
9/5/2024

ISSUE:
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HISTORY:

REV. #	DATE	DESCRIPTION

KEY PLAN:



1A COLOR & MATERIALS

SCALE:

A-024

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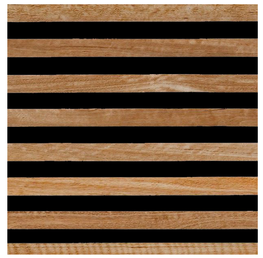
STEEL RAILING



HEAVY TIMBER (WOOD)



FIBER CEMENT SIDING



RESYSTA SCREEN A
(HORIZONTAL)



RESYSTA SCREEN B
(VERTICAL)



STUCCO SIDING A



STUCCO SIDING B







METAL SIDING A
(HORIZONTAL)



METAL SIDING B
(VERTICAL)



CORTEN WALL
PANEL



BOARD FORM CONCRETE



STONE VENEER



STORE FRONT WINDOWS
AND DOORS

CCY ARCHITECTS

SMC BUILDING 1A
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REV. #	DATE	DESCRIPTION

KEY PLAN:

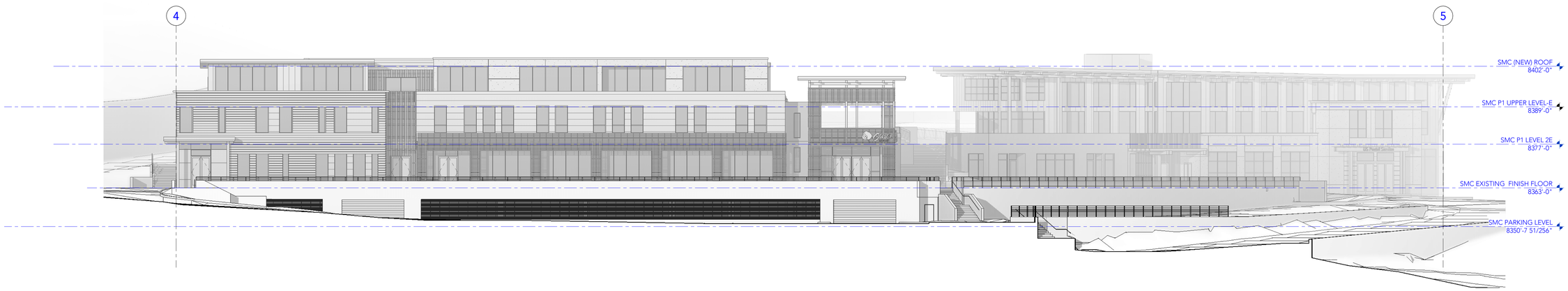


1A COLOR & MATERIALS

SCALE:

A-025

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OVERALL SOUTH ELEVATION 1
1/16" = 1'-0"

CCY ARCHITECTS

SMC BUILDING 1A
16 KEARNS ROAD, SNOWMASS VILLAGE, CO 81615

DATE:
9/5/2024

ISSUE:
SNOWMASS CENTER
REDEVELOPMENT PUD MINOR
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PROJECT NUMBER:
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HISTORY:

REV. #	DATE	DESCRIPTION

KEY PLAN:

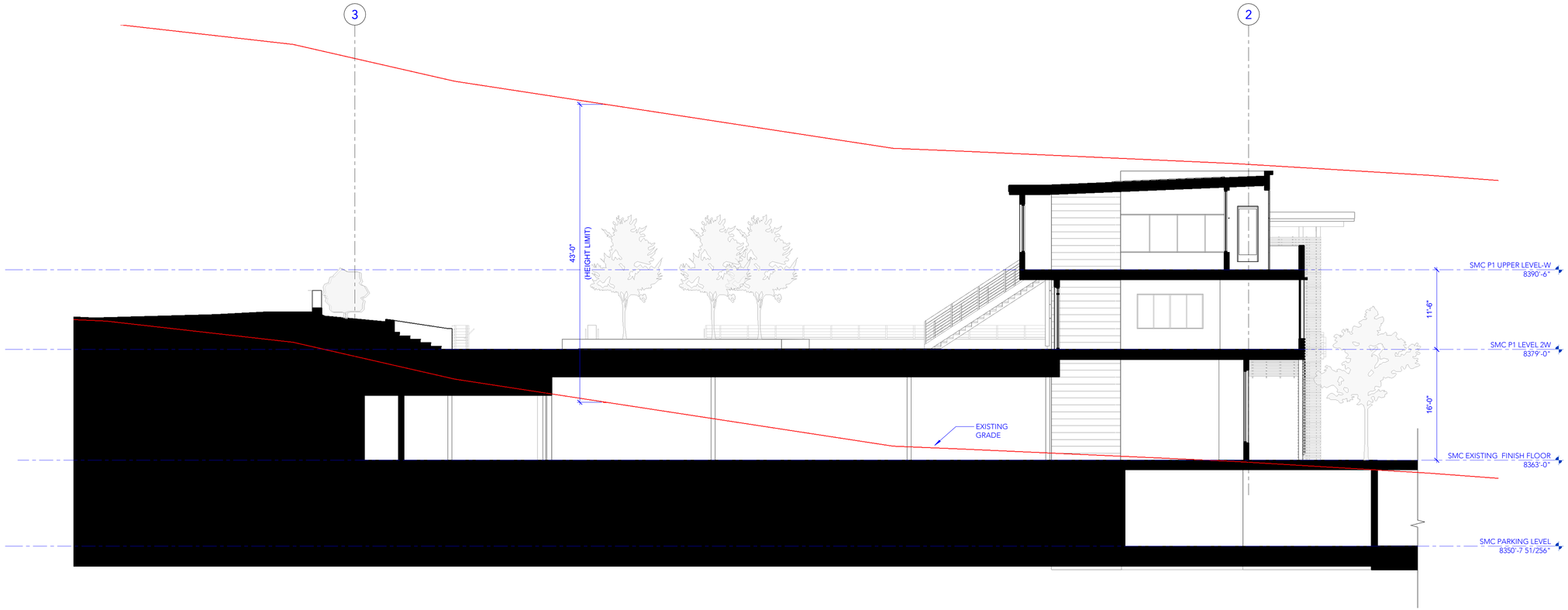


PARKING ELEVATIONS

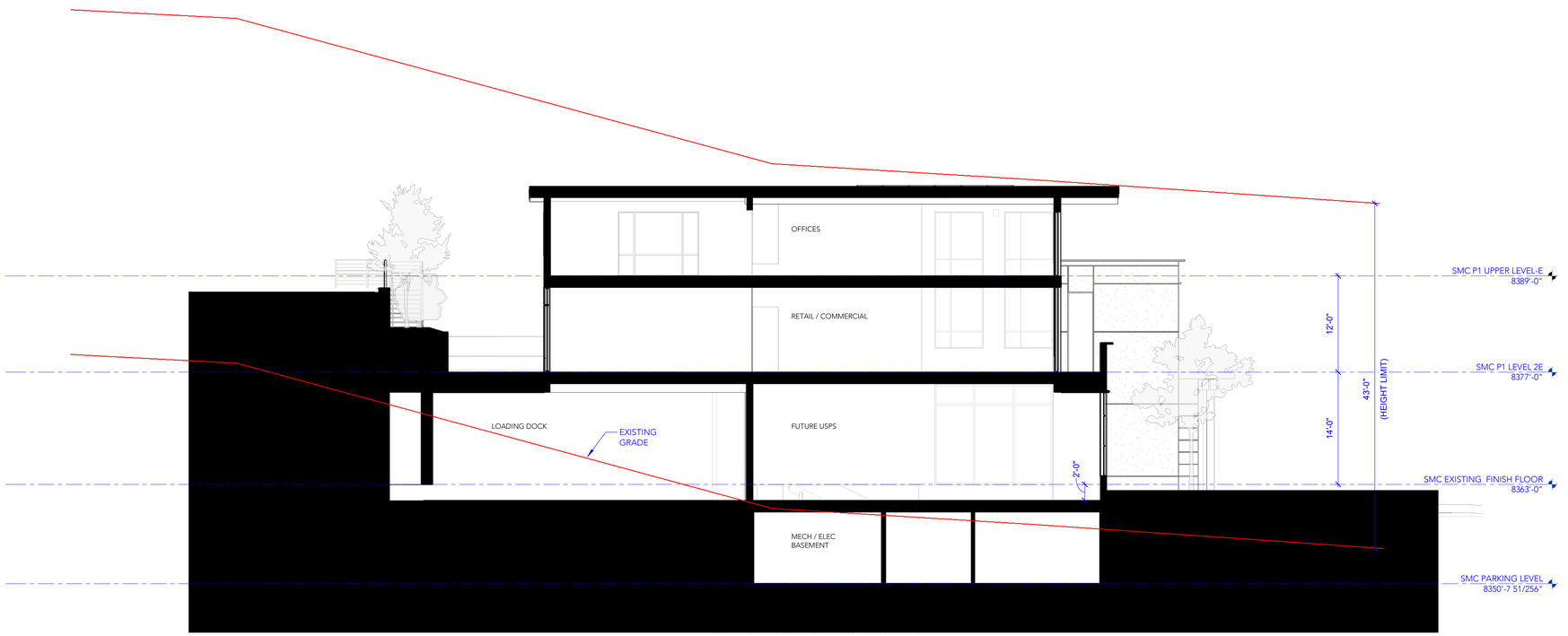
SCALE: 1/16" = 1'-0"

A-026

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NORTH-SOUTH SECTION | 1
1/8" = 1'-0"



NORTH-SOUTH SECTION 2 | 2
1/8" = 1'-0"

CCY ARCHITECTS

SMC BUILDING 1A
16 KEARNS ROAD, SNOWMASS VILLAGE, CO 81615

DATE:
9/5/2024

ISSUE:
SNOWMASS CENTER REDEVELOPMENT PUD MINOR AMENDMENT APPLICATION

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HISTORY:

REV. #	DATE	DESCRIPTION

KEY PLAN:



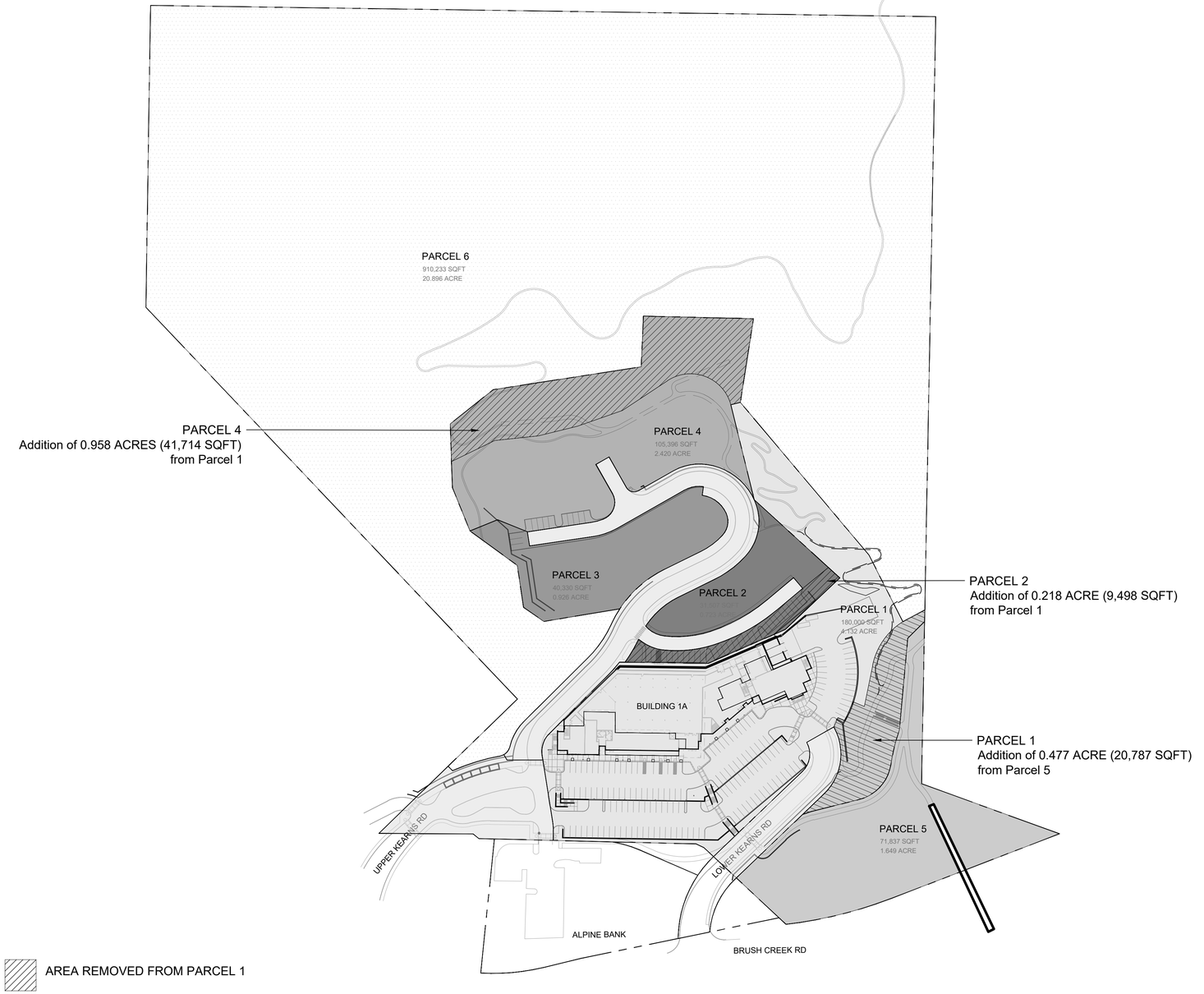
1A SECTIONS

SCALE: 1/8" = 1'-0"

A-030

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Attachment F



NORTH

0 50 100 200
ORIGINAL SCALE: 1"=100'

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SNOWMASS CENTER REDEVELOPMENT

TOWN OFSNOWMASS VILLAGE
COLORADO, 81654

ISSUE DATE: SEPTEMBER 27, 2024

REVISIONS

#	DATE	DESCRIPTION

DRAWN: TB REVIEWED: RS

PARCEL 1 PUD AMENDMENT

DW. PROJECT NUMBER:5446

PARCEL REVISIONS

SHEET NUMBER

L-1.13

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Sep 27, 2024 - 11:47am
C:\Users\tbloom\Help\Data\Acad\temp\AAP-Public_305096-lve-5446-Parcel Diagram.dwg

Attachment G

TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL

ORDINANCE NO. 17
SERIES OF 2020

AN ORDINANCE APPROVING WITH CONDITIONS THE FINAL PUD PLAN, REZONING, AMENDMENT OF A FINAL PLAT (SPA), AND SUBDIVISION FOR THE FARAWAY NORTH SUBDIVISION (SNOWMASS CENTER) AS SUBMITTED BY EASTWOOD SNOWMASS INVESTORS.

WHEREAS, the Town Council authorized Eastwood Snowmass Investors LP, hereinafter referred to as the "Applicant", to submit a Final PUD application for Snowmass Center by adopting Resolution No. 19, Series of 2020 on May 18, 2020, thereby approving the Preliminary PUD Plan application submitted by the Applicant, with conditions; and

WHEREAS, on July 15, 2020, the Applicant submitted a PUD Final Plan application that was updated on July 30, 2020 for the redevelopment of the Snowmass Center which entailed a mixed-use project for the Faraway North Subdivision more fully described in the legal description attached as part of the revised plat (draft) hereto as **Exhibit "A"** and incorporated herein; and

WHEREAS, as permitted by Section 16A-5-360 of the Municipal Code, the Final PUD Application was submitted requesting the reconfiguration of lots within the Property and to allow for multi-family residential development as well as expanded commercial development and redevelopment; and

WHEREAS, the Final PUD application was determined to be complete for purposes of review as required by Section 16A-5-360 of the Municipal Code by the Planning Director; and

WHEREAS, the Final PUD application was processed pursuant to the procedures outlined in Section 16A-5-360, 'Final PUD,' Section 16A-5-360 "Purpose; overview; general restrictions,' Section 16A-5-310 'Review standards,' and Section 16A-5-360, 'Final plan,' of the Municipal Code; and

WHEREAS, the Subdivision was processed in accordance with Section 16A-5-440" and the Rezoning in accordance with Section 16A-5-220 of the Municipal Code; and

WHEREAS, the Planning Commission recommended that the Town Council approve the Snowmass Center Preliminary PUD by adopting Planning Commission Resolution No. 05 Series of 2019; and

WHEREAS, the Town Council has reviewed the Final PUD application, considered the recommendations of Town Staff, and received public comment thereon at the public meetings and hearings scheduled or held on November 2nd (1st Reading) and November 9th (2nd Reading), 2020; and

WHEREAS, the Applicant submitted a first amendment package to the Final PUD Plan on October 21, 2020, pursuant to Section 16A-5-70 "Action by decision-making body" of the municipal code, as included in the Town Council packet for the November 2, 2020, which

amendment was accepted for discussion and consideration as noted in **Section Three** 'Action' of this ordinance; and

WHEREAS, this Ordinance is the final approval of the Final PUD application process by the Town Council;

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

Section One: Findings. Based upon the information contained in the Major PUD Amendment Final Plan application, including the subdivision exemptions, supplemental information submitted to Town Staff and documentation and testimony in the record, the Town Council finds as follows:

1. **Application material sufficiency**. The Applicant has submitted sufficient information pursuant to Section 16A-5-360 of the Municipal Code to permit the Town Staff and Town Council an adequate review of the proposed Major PUD Final Plan application.

2. **Public Hearing Notices**. The Applicant met the minimum public hearing notice requirements outlined in Section 16A-5-60, 'Notice of public hearing' in the Municipal Code.

3. **Conformance with Municipal Code Requirements**. The application is generally in compliance with Section 16A-5-220, 'Amendments to Official Zone District Map,' Section 16A-5-300(c), 'General Restrictions,' Section 16A-5-310, 'Review Standards,' 16A-5-360, 'Final plan, including Subsection (3) 'Review Standards', and Section 16A-5-440 Subdivision 'Review procedures', with exceptions as noted as conditions in **Section Four** below.

Section Two: Specific Findings. For a Final level of review, and subject to the Applicant implementing the conditions in **Section Four** of this ordinance, the Town Council more specifically finds that:

1. The subject area is identified on the Comprehensive Plan' s Environmental Sensitivity Map as being within the Brush Creek Impact Area. The development proposal will be located outside the Brush Creek floodplain and wetlands (with the exception of water quality improvements). Improvements to infrastructure associated with the Snowmass Center redevelopment will improve the quality of storm water entering Brush Creek.

2. The Preliminary Plan identifies land proposed for development or redevelopment which are entirely outside Wildlife Sensitive Areas identified in the Comprehensive Plan.

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

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

5. The Final PUD Plan proposes the reconfiguration of the existing Faraway Ranch SPA (Parcels 1A, A, B, F, G, I) to be comprised of newly created Parcels 1 through 6 as summarized herein and as detailed in the revised plant as shown in **Exhibit A.**

6. The Final Plan application includes variations from required "Mixed-Use-2" zone district standards (underlying zoning) and/or the existing PUD standards, involving:

    a) An increase in the project's maximum buildout/unit by more than 100% of the 2018 Future Buildout Chart (estimated to be combined 32 units as approved by the Town Council). The 64 residential units proposed is well above the 100% build-out for the respective Comprehensive Planning Areas (CPAs) which triggers a review of benefits or "Community Purpose" associated with the application pursuant to Section 16A-5-300 (C)(6), unique and exceptional circumstances, and exceedance of the PUD review standards.

    b) An increase in the maximum height limit for residential and commercial structures from 38 vertical feet to no more than 63 vertical feet as further described in the amended application dated October 21, 2020.

    c) Expansion in to limited slopes of 30% or greater as detailed in **Exhibit D**.

7. The variances identified above require a super majority (75%) vote of approval from the Town Council in accordance with Section 16A-5-300 of the Land Use Code.

8. For the granting of the variations specified above, the Town accepts the Community Purpose offerings, including:

    a) The dedication of approximately 21 acres of open space.
    b) The conveyance and construction of a 2.1 acres community park.
    c) The construction and conveyance of a shuttle transit center consisting of approximately ½ acre. The applicant shall provide a $50,000 one-time payment towards maintenance of that transit facility.
    d) The construction of 4,000 square feet of new Post Office space.
    e) A $750,000 cash contribution to be used at Town's discretion.
    f) The construction of Restricted Housing that exceeds the mitigation requirement by 2,744 square feet.
    g) Improvement to the existing trail will be constructed by the applicant on an easement dedicated by Alpine Bank on their property for the benefit of the Town.
    h) The construction of over a mile of soft surface trail within and adjacent to the development.

Section Three. Action. The Town Council hereby approves the following:

1. **Amendment Package dated October 21, 2020**. The acceptance of the amendment for discussion and consideration purposes specified in **Exhibit B** subject to compliance with the conditions in **Section Four 'Conditions'** of this ordinance.

2. **Final Approval**. The Final PUD Amendment Application, as described in the record of proceedings before the Town Council including the testimony of the Applicant and the documentation contained therein and as more particularly described in the PUD Guide, as included in the amended application as Exhibit B is approved subject to the conditions set forth in **Section Four 'Conditions'**.

3. **Development Parameters**. The approval grants parameters of the development, as the terms are defined in the Snowmass Center PUD Guide as provided in **Exhibit B**.

    a. **Residential Units**. The Project may contain a maximum of 64 Free-Market, multi-family units and 10 Restricted Housing units.

    b. **Commercial Space**. The project may expand up to a total of 58,344 max net leasable space which may consist of but not limited to, community-based retail, service, and office-oriented space that may include the following:

        1. Medical and dental offices;
        2. Professional offices;
        3. Real estate offices;
        4. Grocery stores;
        5. Post Office;
        6. Drug stores and pharmacies;
        7. Cleaners;
        8. Liquor stores;
        9. Hardware stores;
        10. Restaurants, cafes, coffee shops;
        11. Financial institutions;
        12. Other professional and service- based retail, services and offices;
        13. Other similar types of community-based uses.

    f. **Parking Management Plan**. The Parking Management Plan consisting of residential and commercial spaces comprising no less than 348 parking spaces and submitted as part of the Final Plat application submittal included as the Parking Management Plan and included in **Exhibit B**.

4. **Dimensional Limitation Modifications**. The variations described in **Section Two** Specific Findings, above, are accepted and approved.

5. **Agreement Approval**. The entrance into and execution on behalf of the Town by the Town Manager of the following agreements, in a form and content approved by the Town Attorney:

    a. Snowmass Center Development Agreement **(Exhibit C)**;
    b. Restricted Housing Agreement **(Exhibit D)**;

c. Subdivision Improvements Agreement **(Exhibit E)**;
d. Snowmass Center HOA documents (i.e. Declarations, Covenants, Conditions & Restrictions, etc. **(Exhibit F)**;

The terms and conditions of the foregoing documents, are considered to be provisions of the approval granted herein and this Ordinance, requiring timely compliance with their respective terms by the Applicant.

6. **Delegation of Authority to Planning Director**. The Planning Director is hereby delegated the authority to process, with Town Council's approval, the final architectural plans for Buildings 1A, 2 A&B, 3 A&B, 4 A&B, and 6 A&B, details for the Community Park, and final Landscape Plan. Other modifications, as may be eligible under the Planning Director Review Procedures contained in the Snowmass Center PUD Guide by way of Administrative Modification pursuant Section 16A-5-250 of the Land Use Code.

7. **Subdivision**. The reconfiguration of Parcels 1A, A, B, F, G, and I as newly identified Parcels 1-6 (subject to plat review, execution and recordation – **Exhibit A**); the condominiumization of residential units throughout subject to Building and Zoning review as necessary as well as conditions of approval include herein.

Section Four. Conditions. As conditions of the final approvals granted herein, the Applicant will comply with the following:

- **General:**
  1. As included in the Parking Management Plan, residents of the development will not be eligible to utilize the "numbered lots" that are managed by the Town.
  2. As part of the building permit submittal, a MEP report shall be provided that addresses air quality impacts from vehicle emission sources from the loading dock areas, parking garages, and commercial food preparation entities.
  3. The Town reserves the right to further review and approve the amount of credit offered and associated with pending improvements detailed in the Subdivision Improvements Agreement (Exhibit B) prior to or as part of building permit submission. The applicant shall secure the faithful and diligent performance of its obligations under such agreement with a pledge of security sufficient to provide a reasonable guaranty of not less than one hundred percent (100%) of the current estimated cost of the improvements described in the agreement, which estimate shall be approved by the Town Engineer.

- **Design:**
  4. The sub-grade parking associated with building 1A will accommodate the expansion of electric vehicle stations as future needs dictate.
  5. The width of "Main Street" shall be reduced to no less than 66.5 feet to accommodate the widening of the sidewalks on either side of the roadway. This detail shall be incorporated into the refined Civil Engineering drawing to be included as part of the building permit submittal.
  6. All ramps throughout the development shall incorporate truncated domes and meet ADA as well as M&S standards.
  7. The Applicant shall offer design strategies to soften the appearance of retaining walls throughout the development. Softening methods may include but are not limited

terracing and vegetation (as depicted in Exhibit G). The retaining wall designs shall be reviewed by the Town and approved by the Community Development Director prior to building permit submission.

- **Construction:**
  8. As part of the building permit submittal, the approved Construction Management Plan will be further detailed to address removal of dirt, dust, and mud from construction vehicles, specifying the most appropriate method for each stage of construction. This may include but not limited to sprinkler systems, water trucks, seeding or mulching areas, stabilized haul roads, tracking pads, and the like.
  9. The construction on site will be reviewed and inspected to the provisions of the adopted and amended 2015 series of the International Codes and, by reference, ICC/ANSI A117.1 -2009. The exception will be that the adopted and amended provisions of the 2012 International Green Construction Code will be applied to the project. All new construction plans for this site, submitted and approved after the adoption of subsequent versions of the International series of codes, will be reviewed and inspected to the 2015 series of the International Codes.
  10. As stated in Section 5 of the Development Agreement, the project will be constructed to a LEED standard of Silver or above, but that the official certification will not be sought or required. The Chief Building Official will confirm compliance to this standard based on documentation completed by the project architect and contractor.
  11. The development team will work closely with the Town Transportation Department during construction to assure that locations for temporary TOSV shuttle stops meet the needs of the community during construction.
  12. A detailed plan detailing construction parking shall be included as part of the final Construction Management Plan to be submitted as part of the building permit submittal.
  13. The building permit submittal shall address impacts from proposed "chillers" detailing noise mitigation techniques to assure conformance to local noise ordinances.
  14. The revised Construction Management Plan shall include a statement of conformance with Ordinance 12, Series of 2007 as it pertains to construction within the Town.
  15. As part of the building permit submittal, the Applicant shall provide a Weed Mitigation Plan to ensure all best practices and management are employed during construction and into the future.
  16. The building permit submittal shall include details for the replacement of the existing light at the corner of Lower Kearns and Brush Creek Road.

- **Civil Engineering:**
  17. Subsequent to approval by the Town Council, all Civil plans are subject to review and approval by TOSV Staff prior to building permit.
  18. A revised and refined storm sewer plan shall be included as part of the updated Civil Engineering plan to be included as part of the building permit submittal. The plan shall detail but not be limited to sand/oil separation, storm drain/basin location and detail, and culvert replacement through the development. A maintenance manual for all storm sewer systems shall be included as part of the submittal.
  19. Prior to building permit submission, the Applicant shall coordinate with the Snowmass Water & Sanitation District to ensure proper discharge and connection to existing systems as well as on-going maintenance of infrastructure. These details shall be incorporated into refined Civil Engineering drawings as part of the building permit submission.

20. All easement throughout the development shall be further detailed (including beneficiaries, purpose, responsibilities, rights, and maintenance) and submitted in legal documentation form for recordation prior to building permit submission.
21. As part of the building permit submission, refined Civil Engineering drawings will detail all snow storage, drainage, and detention areas. All snow melt shall be captured by storm drain systems and treated for water quality (or drain across vegetated areas via adequate drainage swales) before leaving the site.
22. Blank conduit needs to be provided transversely and lateral to Upper and Lower Kearns Road. A detailed conduit plan shall be provided on the Civil Drawings provided as part of building permit submission.
23. Prior to building permit submission, the Applicant shall coordinate with TOSV Staff and the Fire District to identify street names throughout the development. The names of streets shall be incorporated on official plat names as part of the recorded document set. Street details shall include alignment calculations and curve tables.
24. The retaining wall included in the private right-of-way north of the existing Snowmass Center shall be the responsibility of the developer to construct and maintain.

- **Community Purpose:**

25. The design of the Transit Shelter will accommodate all necessary ADA and building permit requirements, which will be verified as part of the permit submission process.
26. Upon final design of the Mountain View Connection trail (upper trail to Melton Ranch), Short Cut trail (east of Building 4B), and Park Connection trail (from the community park to the Short Cut trail) the Applicant shall coordinate with the Town to contract with a Professional Trail Builder (PTB) at a cost to the developer. The PTB shall construct said soft surface trails at a time deemed appropriate by the Town. All soft surface trails shall be designed and flagged by TOSV Staff prior to construction and may or may not meet town grade standards depending upon topography.
27. No snow storage shall occur within the dedicated community park.
28. Final engineering and design details of the stairway and play structures within the park shall be provided with the building permit submission for approval by the Community Development Director.
29. As part of the building permit submittal, the Applicant shall provide a map delineating trails and sidewalks connections and detailing whether maintenance is the obligation of the Town or HOA.
30. A detailed irrigation system plan for the community park shall incorporated into the Landscape Plan and included in the building permit submission. The irrigation needs to be separated from the master system and provide dedicated water. The electrical source shall be maintained by the town.
31. The Town will accept conveyance of ownership of the Transit Shelter upon completion (C of O) for the structure. At time of building permit submittal, the Applicant shall make a one-time payment of $50,000 to the Town for ongoing maintenance of the Transit Shelter.

Section Five. 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.

INTRODUCED, READ, AND APPROVED, as amended, on first reading by the Town Council of the Town of Snowmass Village on November 2nd, 2020 upon a motion by Council member

Goode, the second of Council member Madsen, and upon a vote of 4 in favor and 0 against.

APPROVED, READ AND ADOPTED on second reading by the Town Council of the Town of Snowmass Village on November 16, 2020 upon a motion by Council Member Sirkus, the second by Council Member Goode, and upon a vote of 3 in favor and 0 against.

TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL

Bill Madsen, Mayor

ATTEST:

Rhonda Coxon, Town Clerk

Exhibits incorporated herein:

A. Proposed Plat
B. Amended Application 10/21/2020
C. Development Agreement
D. Restricted Housing Agreement
E. Subdivision Improvement Agreement
F. HOA Documents
G. Retaining wall proposal (re-design)

Exhibit A

FIRST AMENDED PLAT OF

FARAWAY RANCH SUBDIVISION - PARCELS A, B, F, G, I & EXISTING SNOWMASS CENTER PARCEL

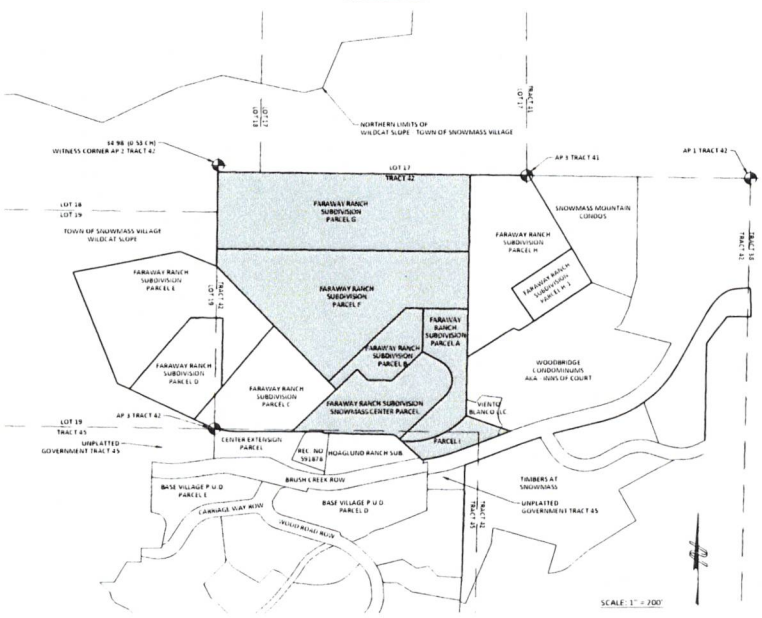
BEING SITUATED IN SECTION 1 OF TOWNSHIP 10 SOUTH RANGE 85 WEST OF THE 6TH P.M.
TOWN OF SNOWMASS VILLAGE, COUNTY OF PITKIN, STATE OF COLORADO.

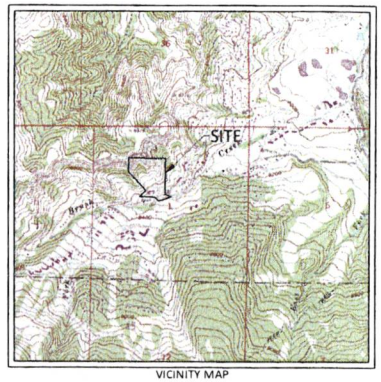
SHEET 1 OF 4

PURPOSE STATEMENT

THE PURPOSE OF THIS AMENDED PLAT IS TO VACATE CERTAIN EASEMENTS OF RECORD AS SHOWN ON SHEET 2, REPLAT THE BOUNDARIES OF PARCELS A, B, F, G, I, & EXISTING SNOWMASS CENTER PARCEL INTO PARCELS AS SHOWN ON SHEET 3, AND TO DEDICATED NEW EASEMENTS AND RIGHTS OF WAY AS SHOWN ON SHEET 4.

AREA MAP





VICINITY MAP
SCALE: 1" = 2000'

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS, EASTWOOD SNOWMASS INVESTORS, LP, A COLORADO LIMITED PARTNERSHIP BEING THE OWNER OF THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE TOWN OF SNOWMASS VILLAGE, PITKIN COUNTY, COLORADO, TO WIT

PARCEL 1:
EXISTING SNOWMASS CENTER PARCEL, A REPLAT AS SHOWN ON THE FARAWAY RANCH SUBDIVISION, SNOWMASS VILLAGE, COLORADO, GROSS PARCEL PLAT, RECORDED MARCH 18, 1985 IN PLAT BOOK 17 AT PAGES 5 & 6 AT RECEPTION NO. 266782. TOGETHER WITH A NON-EXCLUSIVE RIGHT-OF-WAY AS SET FORTH IN DEED OF EASEMENT RECORDED APRIL 7, 1971 IN BOOK 254 AT PAGE 545 AS RECEPTION NO. 145056, AND SHOWN ON THE AMENDED FINAL PLAT OF SNOWMASS VILLAGE NORTH SUBDIVISION FILED SEPTEMBER 27, 1978, IN PLAT BOOK 7 AT PAGE 12, AT RECEPTION NO. 207704; ACCESS, DRAINAGE AND UTILITY EASEMENT AS SET FORTH IN INSTRUMENT RECORDED AUGUST 30, 1983 IN BOOK 451 AT PAGE 94 AS RECEPTION NO. 252758; AND AN EASEMENT FOR DRAINAGE PURPOSES AS SET FORTH IN INSTRUMENT RECORDED AUGUST 30, 1983 IN BOOK 451 AT PAGE 107 AS RECEPTION NO. 252760; AND THOSE EASEMENTS AS SET FORTH IN DEED RECORDED MARCH 18, 1985 IN BOOK 481 AT PAGE 34 AS RECEPTION NO. 266784

PARCEL 2:
PARCELS A, B, F, G AND I, FARAWAY RANCH SUBDIVISION, AS SHOWN ON THE GROSS PARCEL PLAT OF FARAWAY RANCH SUBDIVISION RECORDED MARCH 18, 1985 IN PLAT BOOK 17 AT PAGE 5 AT RECEPTION NO. 266782.

PARCEL 3:
NONEXCLUSIVE PERPETUAL EASEMENT FOR TRAMWAY TRANSIT SYSTEM AS SET FORTH IN EASEMENT AGREEMENT RECORDED SEPTEMBER 18, 2006 AS RECEPTION NO. 528714. EASEMENTS AND RIGHTS OF WAY FOR ACCESS, DRAINAGE AND UTILITIES AS SET FORTH IN EASEMENT AGREEMENT RECORDED AUGUST 30, 1983 IN BOOK 451 AT PAGE 99 AS RECEPTION NO. 252759 AND DRAINAGE EASEMENTS AGREEMENT RECORDED AUGUST 30 1983, IN BOOK 451 AT PAGE 107 AS RECEPTION NO. 252760 EASEMENT AND RIGHT OF WAY FOR BICYCLE PATH AND OTHER FORMS OF PEDESTRIAN TRAVEL AS SET FORTH IN EASEMENT AND VACATION OF EASEMENT AGREEMENT RECORDED SEPTEMBER 19, 1983 IN BOOK 452 AT PAGE 156 AS RECEPTION NO. 253215. EASEMENTS AND RIGHTS OF THAT BENEFIT THE SUBJECT PROPERTY AS SET FORTH IN WARRANTY DEED RECORDED MARCH 18, 1985, IN BOOK 481 AT PAGE 34 AS RECEPTION NO. 266784, COUNTY OF PITKIN, STATE OF COLORADO.

HAS BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO PARCELS AND RIGHTS OF WAY AS SHOWN ON THIS AMENDED PLAT UNDER THE NAME AND STYLE OF FIRST AMENDED PLAT OF FARAWAY RANCH SUBDIVISION - PARCELS A,B,F,G, I AND EXISTING SNOWMASS CENTER PARCEL

OWNER: EASTWOOD SNOWMASS INVESTORS, LP, A COLORADO LIMITED PARTNERSHIP

BY _____

AS _____

STATE OF COLORADO)
) SS
COUNTY OF)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____ A.D. 20___
BY _____ AS _____ FOR EASTWOOD SNOWMASS INVESTORS, LP, A COLORADO LIMITED PARTNERSHIP

MY COMMISSION EXPIRES _____

WITNESS MY HAND AND OFFICIAL SEAL _____
NOTARY PUBLIC

TOWN COUNCIL'S APPROVAL AND ACCEPTANCE

THIS PLAT, AND THE DEDICATION TO THE PUBLIC OF THE ROADS AND STREETS SHOWN HEREON ARE HEREBY ACCEPTED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF SNOWMASS VILLAGE AND THE VACATION DESCRIBED HEREIN ARE HEREBY APPROVED. THE TOWN COUNCIL OF SNOWMASS VILLAGE, EACH SUBJECT TO THE CONDITIONS NOTED HEREON. THE PLAN, DEDICATIONS, AND VACATIONS ARE EACH SO ACCEPTED AND APPROVED THIS _____ DAY OF _____, A.D., 20___

ATTEST: _____
TOWN CLERK - RHONDA COXON MAYOR - MARKEY BUTLER

TOWN OF SNOWMASS VILLAGE APPROVAL

THIS FIRST AMENDED PLAT OF FARAWAY RANCH SUBDIVISION - PARCELS A, B, F, G, I, & EXISTING SNOWMASS CENTER PARCEL IS ACCEPTED BY THE TOWN OF SNOWMASS VILLAGE FOR RECORDING AS BEING CONSISTENT WITH TOWN OF SNOWMASS VILLAGE ORDINANCE NO. ____ SERIES OF 20 __, AS RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PITKIN COUNTY, COLORADO ON _____, 20__ AS RECEPTION NO. _____

APPROVAL AS TO CONTENT

BY _____
_____, COMMUNITY DEVELOPMENT DIRECTOR

DATED _____, 20__

APPROVAL AS TO FORM

BY _____
JOHN C. DRESSER JR., TOWN ATTORNEY

DATED _____, 20__

TITLE COMPANY CERTIFICATE

THE UNDERSIGNED, A DULY AUTHORIZED AGENT OF TITLE COMPANY OF THE ROCKIES, REGISTERED TO DO BUSINESS IN COLORADO UNDER THE TITLE INSURANCE CODE OF COLORADO, DOES HEREBY CERTIFY THAT TITLE TO THE SUBJECT PROPERTY IS VESTED IN EASTWOOD SNOWMASS INVESTORS, LP, A COLORADO LIMITED PARTNERSHIP, AND IS FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES EXCEPT AS SHOWN ON SCHEDULE B PART 1 OF THE COMMITMENT NUMBER 0706274 C2 WITH AN EFFECTIVE DATE OF JUNE 5, 2020.

_____ _____
BY TITLE

STATE OF COLORADO)
) SS
)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20__, BY _____ AS _____ OF TITLE COMPANY OF THE ROCKIES

WITNESS MY HAND AND OFFICIAL SEAL
MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

CONSENT OF DEED OF TRUST BENEFICIARY

THE UNDERSIGNED, BEING THE BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST, RECORDED ON APRIL 1, 2016, AT RECEPTION NO. 628285 AND RE RECORDED MAY 11, 2016, AT RECEPTION NO. 629272 AND THE ASSIGNMENT OF LEASES AND RENTS RECORDED ON APRIL 1, 2016, AT RECEPTION NO. 628286 AND RE RECORDED MAY 11, 2016, AT RECEPTION NO. 629273 ALL IN THE REAL PROPERTY RECORDS OF PITKIN COUNTY, COLORADO HEREBY EXPRESSLY COVENANTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THIS FIRST AMENDED PLAT AND AGREES THAT THE LIEN OF THE ANB BANK SHALL BE AND HEREBY IS MADE SUBORDINATE, SECONDARY AND SUBJECT TO THIS PLAT, AS IT MAY BE AMENDED AND SUPPLEMENTED FROM TIME TO TIME

ANB BANK,

BY: _____

PRINT NAME _____

TITLE _____

STATE OF COLORADO)
) SS
COUNTY OF PITKIN)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____ 20___ BY _____ AS _____ OF ANB BANK.

MY COMMISSION EXPIRES _____

WITNESS MY AND HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC

CONSENT OF DEED OF TRUST BENEFICIARY

THE UNDERSIGNED, BEING THE BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST, RECORDED ON MARCH 31, 2016, AT RECEPTION NO. 628298 IN THE REAL PROPERTY RECORDS OF PITKIN COUNTY, COLORADO HEREBY EXPRESSLY COVENANTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THIS FIRST AMENDED PLAT AND AGREES THAT THE LIEN OF THE SAMUEL SARICK LIMITED, AN ONTARIO CORPORATION SHALL BE AND HEREBY IS MADE SUBORDINATE, SECONDARY AND SUBJECT TO THIS PLAT, AS IT MAY BE AMENDED AND SUPPLEMENTED FROM TIME TO TIME.

SAMUEL SARICK LIMITED,

BY _____

PRINT NAME _____

TITLE _____

PROVIDENCE OF ONTARIO)
) SS
)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____ 20___ BY _____ AS _____ OF SAMUEL SARICK LIMITED.

MY COMMISSION EXPIRES _____

WITNESS MY AND HAND AND OFFICIAL SEAL

_____
NOTARY PUBLIC

CLERK AND RECORDER'S ACCEPTANCE

THIS FIRST AMENDED PLAT OF FARAWAY RANCH SUBDIVISION - PARCELS A, B, F, G, I, & EXISTING SNOWMASS CENTER PARCEL IS ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF PITKIN COUNTY, COLORADO AT _____ O'CLOCK ____ M., THIS _____ DAY OF _____, 20___ IN PLAT BOOK _____ AT PAGES _____ RECEPTION NO. _____

_____
PITKIN COUNTY CLERK AND RECORDER

PLAT NOTES:

1. DECLARATIONS. THE OWNERSHIP, USE, AND OPERATION OF PARCELS 1 THROUGH 4 AND 6 DEPICTED ON THIS PLAT WILL BE GOVERNED BY, AND SUBJECT TO, THE TERMS AND CONDITIONS OF THAT CERTAIN MASTER PLANNED COMMUNITY DECLARATION FOR SNOWMASS CENTER (THE "MASTER DECLARATION") AND EACH SUCH PARCEL, EXCLUDING PARCEL 6, SHALL ALSO BE GOVERNED BY A CONDOMINIUM DECLARATION SPECIFIC TO SUCH PARCEL (THE "CONDOMINIUM DECLARATIONS") (THE MASTER DECLARATION AND THE CONDOMINIUM DECLARATIONS ARE COLLECTIVELY REFERRED TO HEREIN AS THE "DECLARATIONS"). THE DECLARATIONS SET FORTH VARIOUS RIGHTS AND RESPONSIBILITIES FOR OWNERS AND USERS OF PROPERTY THAT IS SUBJECT TO THE TERMS OF THE DECLARATIONS AND REFERENCE TO THE DECLARATIONS IS HEREBY MADE FOR FURTHER INFORMATION REGARDING THE FOREGOING.
2. DECLARANT RIGHTS. THE DECLARATIONS SET FORTH VARIOUS SPECIAL RESERVED DECLARANT AND DEVELOPMENT RIGHTS IN FAVOR OF THE "DECLARANT" (AS DEFINED IN THE DECLARATIONS), WHICH RIGHTS MAY INCLUDE, WITHOUT LIMITATION, THE RIGHT OF DECLARANT TO ADD, WITHDRAW, AND FURTHER SUBDIVIDE PROPERTY SUBJECT TO THE TERMS OF THE DECLARATION. UNTIL A PARCEL IS CONVEYED TO A PARTY WHO IS NOT DECLARANT OR IS OTHERWISE CONVEYED OR DEDICATED TO THE SNOWMASS CENTER MASTER ASSOCIATION, INC. (THE "MASTER ASSOCIATION") AS A COMMON ELEMENT, SUCH PARCEL SHALL BE SUBJECT TO ALL OF THE DEVELOPMENT RIGHTS RESERVED TO DECLARANT SET FORTH IN THE DECLARATIONS.
3. PUBLIC ROADS. THE PORTIONS OF LOWER KEARNS ROAD AND UPPER KEARNS ROAD DESCRIBED HEREON AS "PUBLIC RIGHTS-OF-WAY" ARE HEREBY DEDICATED AND CONVEYED TO THE TOWN OF SNOWMASS VILLAGE (THE "TOWN") FOR THE FOLLOWING PURPOSES: (A) PUBLIC VEHICULAR, PEDESTRIAN AND BICYCLE INGRESS AND EGRESS; (B) EMERGENCY VEHICLE AND PERSONNEL INGRESS AND EGRESS; AND (C) THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, ENLARGEMENT AND EXTENSION OF UTILITIES. ALL COSTS, LIABILITIES, MAINTENANCE, REPAIR AND REPLACEMENT OF SUCH PUBLIC RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE TOWN.
4. PRIVATE ROADS. THE PRIVATE ROADS AND RIGHTS-OF-WAY SHOWN HEREIN WILL BE GRANTED IN FEE SIMPLE TO THE MASTER ASSOCIATION AS A GENERAL COMMON ELEMENT PRIOR TO TIME ANY CONDOMINIUM UNIT CREATED PURSUANT TO ANY OF THE CONDOMINIUM DECLARATIONS IS CONVEYED TO A PURCHASER. THERE ARE HEREBY GRANTED PERPETUAL NONEXCLUSIVE EASEMENTS IN THE PRIVATE RIGHTS-OF-WAY FOR (A) THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, ENLARGEMENT AND EXTENSION OF UTILITIES, AND (B) EMERGENCY VEHICLE AND PERSONNEL INGRESS AND EGRESS. THE PRIVATE RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE MASTER ASSOCIATION PURSUANT TO THE TERMS OF THE MASTER DECLARATION.
5. PARCEL 5 DEDICATION. PARCEL 5 DESCRIBED HEREON SHALL BE DEDICATED AND CONVEYED TO THE TOWN FOR USE BY THE PUBLIC AS A PUBLIC PARK AND RECREATION AREA. UPON DEDICATION OF PARCEL 5, THE TOWN SHALL BE RESPONSIBLE FOR ALL MAINTENANCE, LIABILITIES, REPAIRS, REMOVAL, REPLACEMENT AND OPERATION OF PARCEL 5 AND ANY IMPROVEMENTS THEREON.
6. PARCEL 6 DEDICATION. PARCEL 6 DESCRIBED HEREON IS HEREBY DEDICATED AND CONVEYED TO THE TOWN FOR USE AS OPEN SPACE AND PUBLIC RECREATION TRAILS, SUBJECT TO THE RIGHT OF THE MASTER ASSOCIATION TO USE AND OPERATE DRAINAGE IMPROVEMENTS, BASINS AND DETENTION PONDS TO BE CONSTRUCTED WITHIN PARCEL 6, ALL OF WHICH SHALL BE PART OF THE "DRAINAGE IMPROVEMENTS" DEFINED BELOW. THE MASTER ASSOCIATION SHALL HAVE A PERPETUAL, NON EXCLUSIVE EASEMENT OVER, ACROSS, THROUGH AND UNDER PARCEL 6 FOR THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, ENLARGEMENT AND EXTENSION OF ANY DRAINAGE IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED ON PARCEL 6 PURSUANT TO THE TOWN APPROVED ENGINEERING PLANS FOR THE SNOWMASS CENTER PROJECT. THE MASTER ASSOCIATION WILL MAINTAIN SUCH DRAINAGE IMPROVEMENTS AS GENERAL COMMON ELEMENTS PURSUANT TO THE MASTER DECLARATION. EXCEPT FOR ANY OBLIGATIONS OF THE MASTER ASSOCIATION RELATED TO THE DRAINAGE IMPROVEMENTS, THE TOWN SHALL BE RESPONSIBLE FOR ALL COSTS, MAINTENANCE AND LIABILITIES ASSOCIATED WITH PARCEL 6 AND THE TRAILS AND OTHER OPEN SPACE IMPROVEMENTS CONSTRUCTED THEREON. DEDICATION OF PARCEL 6 SHALL OCCUR WITHIN 180 DAYS OF ACCEPTANCE AND RECORDATION OF THIS PLAT.
7. UTILITY EASEMENTS. THE AREAS LABELED AS "UTILITY EASEMENT" HEREON, OR ANY AREA ON THE PROPERTY WHEREIN UTILITIES ARE LOCATED, ARE HEREBY GRANTED AS A PERPETUAL NONEXCLUSIVE EASEMENTS (A) TO THE DECLARANT AND THE MASTER ASSOCIATION FOR THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, AND EXTENSION OF UNDERGROUND UTILITIES AND DRAINAGE IMPROVEMENTS; AND (B) TO THE APPLICABLE UTILITY PROVIDERS OR PRIVATE USERS FOR THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT, ENLARGEMENT AND EXTENSION OF UNDERGROUND UTILITIES.
8. EASEMENT TO PARCELS H AND H-1. DECLARANT HEREBY GRANTS TO THE TOWN A PERPETUAL, NON-EXCLUSIVE EASEMENT OVER THE PORTION OF PARCEL 1 LABELED "TOWN ACCESS TO FARAWAY PARCELS H AND H-1" FOR INGRESS TO, AND EGRESS FROM, SUCH PARCELS H AND H-1. THE EASEMENT GRANTED HEREIN SHALL NOT BE FOR PUBLIC ACCESS PURPOSES.
9. DRAINAGE IMPROVEMENTS EASEMENT. THE AREA AROUND, UPON, ACROSS AND UNDER ALL OF THE "DRAINAGE IMPROVEMENTS" DEPICTED HEREON, INCLUDING INGRESS AND EGRESS TO SUCH AREAS, ARE GRANTED AS NON EXCLUSIVE PERPETUAL EASEMENTS FOR STORM WATER CONVEYANCE, DRAINAGE AND RETENTION PURPOSES FOR THE BENEFIT OF THE PARCELS. THESE DRAINAGE IMPROVEMENTS WILL BE MAINTAINED BY THE MASTER ASSOCIATION AS GENERAL COMMON ELEMENTS IN ACCORDANCE WITH THE MASTER DECLARATION AND SUBJECT TO ANY SEPARATE AGREEMENT BETWEEN THE APPLICABLE PARTIES.
10. SNOW STORAGE EASEMENT. THE DECLARATION HEREBY RESERVES FOR THE BENEFIT OF THE MASTER ASSOCIATION AND THE PARCELS A PERPETUAL NON-EXCLUSIVE EASEMENT FOR SNOWPLOWING AND SNOW STORAGE ALONG THE SIDES OF THE PRIVATE ROADS, RIGHTS-OF-WAY, AND OVER THE OPEN SPACES ON PARCELS 1 THROUGH 4 AS REASONABLY REQUIRED TO ACCOMMODATE AND PROVIDE FOR ADEQUATE PLACEMENT AND STORAGE OF SNOW PLOWED FROM SUCH PRIVATE ROADS AND RIGHTS-OF-WAY. SUCH EASEMENT SHALL NOT ENCUMBER ANY PARKING AREAS OR PARKING SPACES.
11. PUBLIC RIGHTS-OF-WAY CONNECTOR. THERE IS HEREBY GRANTED A PERPETUAL NONEXCLUSIVE SURFACE EASEMENT ACROSS THE PRIVATE RIGHT-OF-WAY CONNECTOR EASEMENT CONNECTING THE LOWER KEARNS AND UPPER KEARNS PUBLIC RIGHTS-OF-WAY FOR EMERGENCY VEHICLE AND PERSONNEL INGRESS AND EGRESS.
12. VACATION OF EASEMENTS. DECLARANT AND THE TOWN DO HEREBY FULLY AND FOREVER VACATE, TERMINATE AND REVOKE IN THEIR ENTIRETY THE FOLLOWING UTILITY, ACCESS AND ROADWAY EASEMENTS AS SHOWN ON SHEET __ OF THIS PLAT:
- BK 451 PG99 REC 252759 ACCESS DRAINAGE AND UTILITY EASEMENT
- BK 17 PG 5 & BK 483 PG 34 R266784 24' RESERVED EASEMENT
- BK 452 PG 156 REC 253275 BICYCLE PATH, PARCOURS, & PEDESTRIAN EASEMENT

SUCH VACATIONS NOT BECOME EFFECTIVE UNTIL THE COMPLETION OF THE RELOCATED UTILITIES AND RECONSTRUCTED ROADWAYS, AS THE CASE MAY BE.

SURVEYOR CERTIFICATE

I, MARK S. BECKLER, DO HEREBY STATE THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE STATE OF COLORADO, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE FIRST AMENDED PLAT PLAT AMENDMENT OF FARAWAY RANCH SUBDIVISION - PARCELS A, B, F, G, I, & EXISTING SNOWMASS CENTER PARCEL AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT MEETS THE REQUIREMENTS OF A LAND SURVEY PLAT AS SET FORTH IN C.R.S. SECTION 38-51-106, WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS OF SAID SUBDIVISION AS THE SAME ARE STAKED UP THE GROUND IN COMPLIANCE WITH STATE REGULATIONS COVERING THE SUBDIVISION OF LAND. RECORDED EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS ARE SHOWN HEREON AND ARE THE SAME AS THOSE SET FORTH IN THE TITLE COMMITMENT PREPARED TITLE COMPANY OF THE ROCKIES COMMITMENT NUMBER 0706274 C2, EFFECTIVE DATE JUNE 5TH, 2020

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL THIS ____ DAY OF _____, 2020.

_____
MARK S. BECKLER, L.S. #28641

DRAFT

SOPRIS ENGINEERING - LLC
CIVIL CONSULTANTS
502 MAIN STREET, SUITE A3
CARBONDALE, COLORADO 81623
(970) 704-0311 SOPRISENG@SOPRISENG.COM

FIRST AMENDED PLAT OF

FARAWAY RANCH SUBDIVISION - PARCELS A, B, F, G, I & EXISTING SNOWMASS CENTER PARCEL

BEING SITUATED IN SECTION 1 OF TOWNSHIP 10 SOUTH RANGE 85 WEST OF THE 6TH P.M.
TOWN OF SNOWMASS VILLAGE, COUNTY OF PITKIN, STATE OF COLORADO.

SHEET 2 OF 4
PURPOSE STATEMENT
EXISITING SUBJECT PROPERTY BOUNDARY, EXISTING EASEMENTS, VACATION OF EXISTING EASEMENTS

Line Table		
Line #	Direction	Length
L1	N46° 55' 51" W	180.50
L2	N64° 32' 51" W	13.78
L3	N68° 19' 51" W	148.40
L4	N68° 31' 51" W	200.97
L5	N50° 44' 51" W	11.70
L6	N89° 42' 51" W	86.88
L7	N89° 34' 51" W	69.34
L8	N41° 29' 01" W	867.68
L10	N65° 01' 05" W	30.00
L11	S45° 55' 07" W	146.56
L12	N44° 04' 51" W	60.00
L13	S89° 04' 53" E	124.12
L14	S61° 29' 51" E	102.58

Curve Table						
Curve #	Length	Radius	Tangent	Delta	Chord Direction	Chord
C1	359.13	375.00	194.80	54° 54' 06"	N67° 52' 19" E	345.74
C2	206.51	110.15	150.00	107° 25' 00"	N7° 47' 23" W	177.56

TOWN OF SNOWMASS VILLAGE WILDCAT SLOPE PARCEL NO. 273301200806

FARAWAY RANCH SUBDIVISION PARCEL G PARCEL NO. 273301201005

FARAWAY RANCH SUBDIVISION PARCEL H PARCEL NO. 273301201006

SNOWMASS MOUNTAIN CONDOS PARCEL NO. 273301107800

FARAWAY RANCH SUBDIVISION PARCEL E PARCEL NO. 273301201855

FARAWAY RANCH SUBDIVISION PARCEL F PARCEL NO. 273301201004

FARAWAY RANCH SUBDIVISION PARCEL A PARCEL NO. 273301201001

FARAWAY RANCH SUBDIVISION PARCEL H-1 PARCEL NO. 273301113001

FARAWAY RANCH SUBDIVISION PARCEL B PARCEL NO. 273301201002

UPPER WOODBRIDGE CONDO PARCEL NO. 273301104800

FARAWAY RANCH SUBDIVISION PARCEL D PARCEL NO. 273301201854

TOWN OF SNOWMASS VILLAGE PARCEL C PARCEL NO. 273301201853

FARAWAY RANCH SUBDIVISION SNOWMASS CENTER PARCEL PARCEL NO. 273301203001

PARCEL NO. 273301200007

FARAWAY RANCH SUBDIVISION PARCEL I PARCEL NO. 273301201008

TOWN OF SNOWMASS VILLAGE PARCEL NO. 273301200001

REC. NO. 591878 (CONOCO) PARCEL NO. 273301204001

HOAGLUND SUBDIVISION PARCEL NO. 273301202100

BASE VILLAGE P.U.D. PARCEL E PARCEL NO. 273301339810

BASE VILLAGE P.U.D. PARCEL D PARCEL NO. 273301339811

BRUSH CREEK ROW

FARAWAY ROAD

CARRIAGE WAY

WOOD ROAD

NOTES

1) DATE OF SURVEY: MAY 18 & 21, AND JUNE 04, 11, & 15, 2020.

2) DATE OF PREPARATION: MAY THROUGH JULY, 2020.

3) LINEAR UNITS: THE LINEAR UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

4) A CLOCKWISE ROTATION OF 0°55'07" HAS BEEN APPLIED TO RECORD PLATTED BEARINGS OF THE SUBJECT PARCEL.

5) BASIS OF BEARING: A BEARING OF N 4°05'15" E BETWEEN THE SOUTH EAST CORNER OF PARCEL I, MONUMENTED BY A NO. 5 REBAR AND 1.25" YELLOW PLASTIC CAP STAMPED "L.S. 31143" AND THE NORTH EAST CORNER OF PARCEL G MONUMENTS BY A NO. 5 REBAR AND 1.25" YELLOW PLASTIC CAP STAMPED "HEROLD JOHNSON 9018, AS SHOWN HEREON.

6) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SOPRIS ENGINEERING, LLC (SE) TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY AND/OR TITLE OF RECORD, SE RELIED UPON THE A TITLE REPORT PREPARED BY TITLE COMPANY OF THE ROCKIES, COMMITMENT NUMBER 0706274-C2, EFFECTIVE DATE: JUNE 05, 2020 AND DOCUMENTS AND PLATS OF RECORD AS SHOWN IN THE SOURCE DOCUMENTS, HEREON.

7) PITKIN COUNTY PARCEL NUMBERS:
- PARCEL A - 273301201001
- PARCEL B - 273301201002
- PARCEL F - 273301201004
- PARCEL G - 273301201005
- PARCEL I - 273301201008
- EXISTING SNOWMASS CENTER PARCEL - 273301203001

SOURCE DOCUMENTS:

- PLAT-SUPPLEMENTAL PLAT OF SECTIONS - TOWNSHIP NO. 10 SOUTH RANGE NO. 86 WEST, SIXTH PRINCIPAL MERIDIAN, COLORADO - JOHNSON - 1933
- PLAT-FARAWAY RANCH SUBDIVISION SNOWMASS VILLAGE, COLORADO, GROSS PARCEL PLAT, PLAT BOOK 17 PAGE 5 - RECEPTION NUMBER 266782
- PLAT-HOAGLUND RANCH SUBDIVISION - PLAT BOOK 15 PAGE 48 - RECEPTION NUMBER 253939
- PLAT-SNOWMASS MOUNTAIN CONDOMINIUMS - PLAT BOOK 4 PAGE 457 - RECEPTION NUMBER 164881
- PLAT - INNS OF COURT - PLAT BOOK 4 PAGE 551
- PLAT- BASE VILLAGE P.U.D - PLAT BOOK 77 PAGE 30 - RECEPTION NUMBER 520483
- PLAT - THE TIMBERS AT SNOWMASS P.U.D. - PLAT BOOK 56 PAGE 50 - RECEPTION NUMBER 450576
- DEED-SOMETHING LIKE A DIAMOND LLC - RECEPTION NUMBER 591878
- DEED-BUSH CREEK LAND COMPANY - RECEPTION NUMBER 439039
- DEED-TOWN OF SNOWMASS VILLAGE - RECEPTION NUMBER 517322
- DEED- WOODBRIDGE CONDO ASSOCIATION - RECEPTION NUMBER 279401

ALL OF THE PITKIN COUNTY, COLORADO RECORDS-UNLESS OTHERWISE NOTED

GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.

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DRAFT

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

FIRST AMENDED PLAT OF

FARAWAY RANCH SUBDIVISION - PARCELS A, B, F, G, I & EXISTING SNOWMASS CENTER PARCEL

BEING SITUATED IN SECTION 1 OF TOWNSHIP 10 SOUTH RANGE 85 WEST OF THE 6TH P.M.
TOWN OF SNOWMASS VILLAGE, COUNTY OF PITKIN, STATE OF COLORADO.

SHEET 3 OF 4

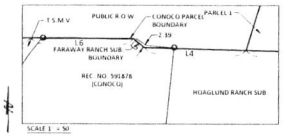
PURPOSE STATEMENT

AMENDED PARCEL BOUNDARY DEFINITION AND RIGHTS OF WAY

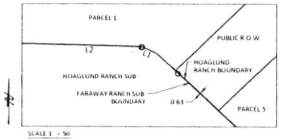
Line Table		
Line #	Direction	Length
L1	N64° 32' 55" W	13.78'
L2	N88° 39' 47" W	148.40'
L3	N88° 31' 53" W	114.70'
L4	N88° 31' 53" W	86.26'
L5	N30° 44' 55" W	11.70'
L6	N89° 42' 55" W	86.88'



DETAIL 1



DETAIL 2



DRAFT

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FIRST AMENDED PLAT OF

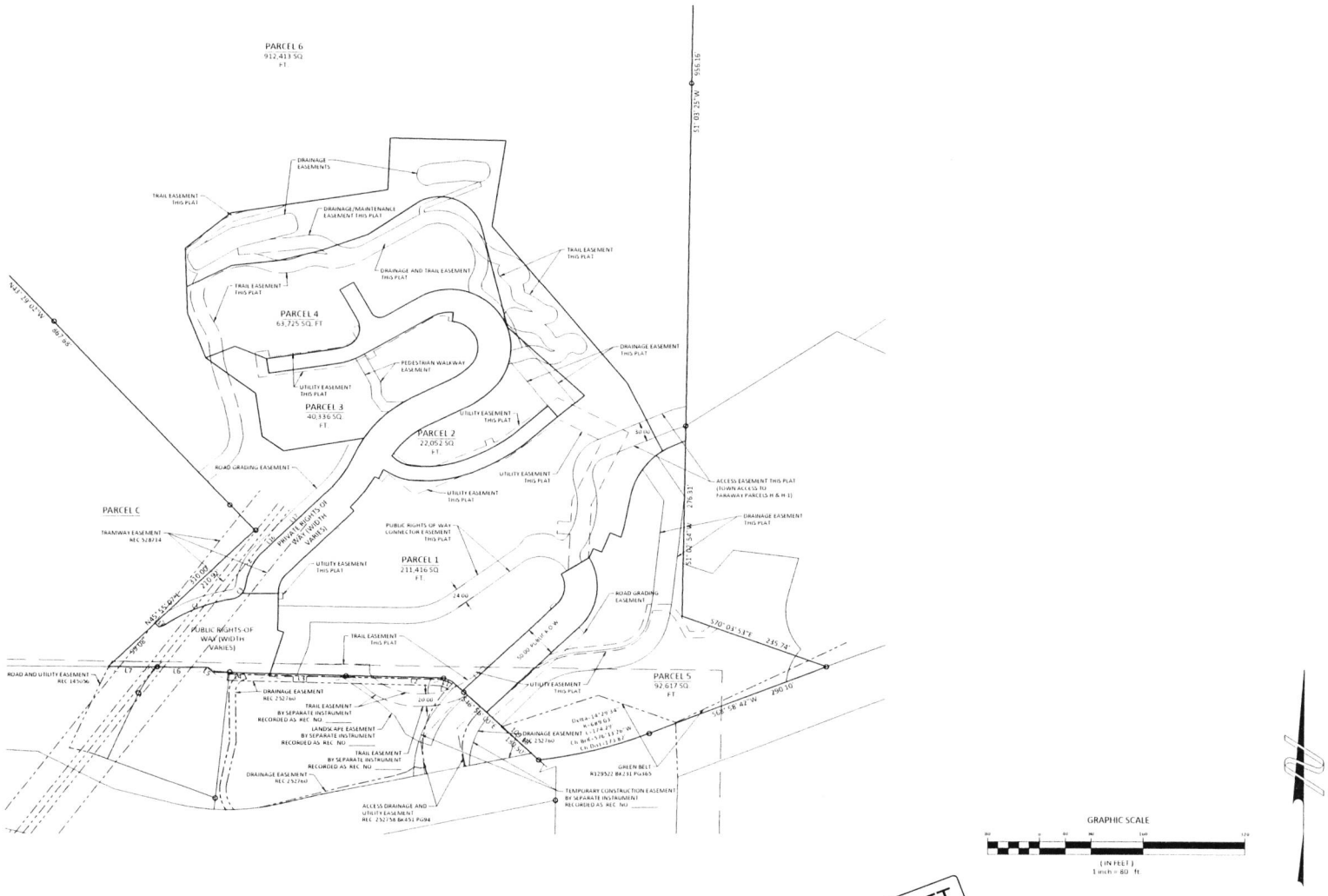
FARAWAY RANCH SUBDIVISION - PARCELS A, B, F, G, I & EXISTING SNOWMASS CENTER PARCEL

BEING SITUATED IN SECTION 1 OF TOWNSHIP 10 SOUTH RANGE 85 WEST OF THE 6TH P.M.
TOWN OF SNOWMASS VILLAGE, COUNTY OF PITKIN, STATE OF COLORADO.

SHEET 4 OF 4

PURPOSE STATEMENT

EXISTING AND DEDICATED EASEMENTS



DRAFT

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

ROARING FORK FIRE RESCUE

SCOTT THOMPSON
FIRE CHIEF

October 23, 2024

Mr. Dave Shinneman and Mr. Brian McNellis
Community Development Department
Town of Snowmass Village
Kearns Road
Snowmass Village, CO 81615

RE: The Snowmass Center Redevelopment PUD Amendment Application dated September 27, 2024.

Dave and Brian,

The above referenced PUD Minor Amendment Application includes serious implications for our ability to provide adequate fire and life safety protection for the Snowmass Center Redevelopment. Roaring Fork Fire Rescue Authority has reviewed the submitted amendment thoroughly and wish to address critical proposed changes that would severely compromise our ability for the "Interim" phasing schedule that is proposed.

1. Water Supply. The proposed 58,433 sq. ft of mixed type V-B and V-A construction for the Snowmass Center building will require an approximate fire flow of 5,000 gallons a minute with a minimum of 4 fire hydrants placed in our approved locations. We have not seen any revised building plans or civil documents at this time but we anticipate that at least two of these fire hydrant locations would be located on the North and West side exposures of the Snowmass Center along Rim Road.

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The timing and responsibility of providing adequate firefighting water supply and fire apparatus access roads are International Fire Code requirements and... "shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction." Furthermore, the timing of installation is required... "prior to and during the time of construction except when approved alternative methods of protection are provided" (IFC Chapter 5, 2015)

Should this amendment proposal be implemented, the required fire hydrant water supplies for the Snowmass Center, along with the installation of a water line main, would be located on future Town of Snowmass Village property and could possibly be delayed indefinitely after the Snowmass Center Redevelopment has already been completed. These critical infrastructure requirements are being proposed as an "Interim" condition only after the Town of Snowmass Village decides to develop Parcels 2, 3, and 4. This is unacceptable and also counters the intentions of Snowmass Village adopted Municipal Codes 16A-4-240

Sec. 16A-4-240. - Fire protection.

(a) Service by Fire Authority. Developments and new construction on existing lots shall be located and designed in a manner that enables them to be served by the Roaring Fork Fire Rescue Authority and complies with the adopted standards of said Fire Authority.

Unusual Fire Hazards. No future development and construction on existing lots shall be approved that, due to design, size (including height) or building materials, could present unusual fire hazards that are beyond the fire-fighting capability of the Roaring Fork Fire Rescue Authority.

Location. Development and new construction on existing lots shall not be located in such a way as to adversely affect the capability of the fire authority or other public service entities to respond to fires or other non-fire emergencies in any other structure or area of the Town.

Fire Access. Fire lanes, emergency access and fire apparatus access roads shall conform to the provisions of the Fire Code, as set forth in Chapter 18, Article VII of the Municipal Code.

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ROARING FORK FIRE RESCUE

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FIRE CHIEF

To be clear, the proposed Interim Construction Access and Transit Plan (L-1.12) will not meet currently adopted emergency access and fire protection water supply requirements as defined in the International Fire Codes and further fails the Municipal Fire Protection codes adopted by the Town of Snowmass Village.

2. Fire Protection.

As was originally presented in the Snowmass Center Redevelopment Sketch Plan Application… (Page 46, 3. Utilities) "Construction techniques for the Snowmass Center redevelopment will meet all requirements contained in the current editions of the International Building Code. (IBC), International Fire Code (IFC), and all other applicable Code requirements in effect at the time of building permit, or requirements otherwise agreed upon with Snowmass/Wildcat Fire protection District. "

Roaring Fork Fire Authority is not sure when a "lock down" of future Snowmass Center Redevelopment reviews and inspections for new construction plans using the current 2015 International Building and Fire Codes was dictated and included in the Snowmass Center Development Agreement. (Snowmass Center PUD Guide, C. Building Code Applicability and Fire Protection. Page 2 of 9, Amended September 27, 2024).

This inclusion and limiting factor of tying this future project to 2015 Code reviews should unequivocally be reverted back to the original wording in the Sketch Plan Application. The Snowmass Center Redevelopment should be required to apply the adopted International Building and Fire Codes or any and all other applicable Code requirements in effect for Snowmass Village at the time of building permit submittal.

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ROARING FORK FIRE RESCUE

SCOTT THOMPSON
FIRE CHIEF

In conclusion, the proposed amendment does not provide for adequate established firefighting water supply for the Snowmass Center Redevelopment project as a whole. Most concerning, is the fact that proposed "Interim" conditions may remain until such time that the Town elects to proceed with development of parcels 2, 3, and 4. This uncertainty leaves the required necessary emergency access or pressurized fire hydrant systems in "limbo" for an undetermined amount of time. This is not acceptable nor wise for a building of this magnitude, construction type, or implied importance to the community.

The Roaring Fork Fire Rescue Authority can not provide adequate fire and life safety for the Snowmass Center under the proposed amendments for the Snowmass Center Redevelopment PUD Amendment Application dated September 27, 2024.

We ask to reserve our opportunity at a later date to further comment on the Draft Construction Management Plan for Snowmass Center dated September 27, 2024 within the Application.

Sincerely,

John T. Mele
Fire Marshal / Deputy Chief
Roaring Fork Fire Rescue Authority

Dunlop Environmental Consulting
Environmental Public Health Planning for the Future

November 11, 2024

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

Re: Snowmass Center Redevelopment PUD Minor Amendment Application

Dear Mr. McNellis,

At your request, Dunlop Environmental Consulting, Inc (DEC) has reviewed the above mentioned application. This review is focused on a comparison of this application to previous PUD approvals of findings DEC provided to the TOSV in the past, the most recent on September 20, 2020.

The current application is proposing to remove residential development from consideration and focus on commercial development on Parcel 1, building 1A. Included in the commercial spaces for example will be the post office, grocery store, atrium, liquor store, office spaces and a roof top gathering area. Compared to previous submittals, vehicle parking has been modified to remove an underground parking structure and replace it with surface parking and a three sided sub-surface parking lot that is open to the outside.

Construction will be in five phases. The first; transit, parking, and utilities. The second; lower Kearns Road, parking, the loading dock and East Building expansion. The third; parking completion, connect the East building to the existing building. The fourth; demolishing and rebuilding the south face of the existing building. The fifth; complete office spaces above the grocery store.

In considering this application in comparison to previous plans from an environmental position, DEC does not have substantive issues to consider above those stated in earlier reviews. Referencing DEC's September 20, 2020 letter to you, the following will be restated as remaining points to consider.

1) Provide a statement on contributions to air quality impacts from vehicle emissions from the loading dock area. Idling trucks and refrigeration units for example. This is requested due to the close proximity of the loading dock to occupied spaces.

2) Provide a statement of recognition that commercial food service preparation may require further study and remediation relative to air quality impacts. Specific attention to food grilling emissions near occupied spaces is the concern.
3) Provide information from Sopris Engineering regarding parking garage and loading dock drainage, capture, treatment and discharge of snow melt, rain, and other liquids that may discharge from vehicles. This might include installation of oil/sand separator vaults.
4) Earlier development plans for this property included installation of a "chiller" unit located on building 4B. Should this device still be proposed in a new location a noise impact statement is suggested as these devices can generate objectionable levels of noise.
5) Provide indoor air quality protection detail during remodel of existing structures and business while they remain occupied by staff and open to the public. This discussion is necessary to protect occupants and visitors from dust, odors, fumes, and possibly asbestos if it is present. Should asbestos be identified it must be removed by personnel qualified to enter those work zones. The Construction Management Plan (CMP), bullet 30, mentions dust will be the only environmental hazard. The CMP references OSHA compliance for this project. OSHA sets standards for workplace safety, but is not specific for occupied space protections for non-workers.

In the Review Criteria Response, the following appears on page 15, Preserve Open Space, *"The PUD preserved 20.95 sq ft of open space,"* It appears the units of measure might need to be changed.

There is mention of updating mechanical systems in the existing building, but no reference to the existing plumbing system. I have been involved in the past responding to wastewater backup conditions in ground floor retail spaces of the existing building. Conclusions causing these events was blamed on poor conditions of subsurface plumbing collection systems. This type of failure is an environmental concern for anyone in the space. This observation was many years ago and the sysetm may have been updated. However, it is recommended the applicant provide a statement regarding the condition of this utility.

The applicant states that a more detailed CMP will be provided prior to building permits being issued. The CMP included with this application covers many points DEC made in past reviews of this project, but more detail will be helpful.

This concludes DEC findings of this review.

Sincerely,

Thomas S Dunlop, MPH, REHS

President

TRANSPORTATION DEPARTMENT MEMO

To: Brian McNellis

From: Sam Guarino

CC: Dave Shinneman

Date: 11/5/2024

Re: SMC Minor PUD Amendment Application

Find below Transportation Department comments as it relates to the SMC Minor PUD Amendment Application

- **EV Parking:** The application makes no mention of electric vehicle charging infrastructure being installed in any location. With the increasing adoption of electric vehicles, it would be worth considering installing Level 3 “Fast Chargers” within the parking lots. Not only would these stations improve the network of charging stations within the Town, but it would also promote commercial use by customers while waiting for their cars to charge.
- **Deliveries:** Attention should be paid to the lack of delivery infrastructure on the West side of the development. While the loading dock may be large enough to support deliveries to the entire facility, proximity of the access road, commercial parking, and bus stops may encourage vehicles to park illegally to access these businesses. Care should be taken to plan for this use in these areas, which may include signage indicating no delivery, parking and/or landscaping preventing this use.
- **Pedestrian/Bicycle Access:** The Construction Management Plan should include a plan for pedestrian and bicycle access to the Center during construction. This could be through detours or safe access through the site. Pedestrians and cyclists need to continue to have safe access while the Center remains open, particularly from Transit facilities.
- **Bike Share Access:** In both the temporary and final transit center designs space for a WE-cycle bike share station should be considered. This will be an integral part of the Town’s transportation system and will provide a needed alternative to driving and parking, particularly during construction.

- **Transit Access from Town Hall Road:** It would be ideal for the road coming down from the Town Hall Road to line up directly with access to the “Bus Only” lane on Kearns Rd. Creating a four-way intersection.
- **ADA Access to/from Transit:** Ensure, to the extent possible, that ADA access to and from the Transit stations exists in both the temporary and the final Transit Center Designs.
- **Bus Turning Movements:** Provide bus turning movements based on Snowmass Village Shuttles for both the temporary and the final transit center designs that ensure adequate spacing/sizing.
- **Transit Center Timeline:** Provide a timeline for the construction of the final transit center design as shown in the architectural set. This should be done as part of the SMC commercial redevelopment rather than during a future Town construction project. The temporary design, while workable in the short term, is not an adequate long-term transit center design.
- **Signage and Wayfinding:** Ensure adequate signage and wayfinding for pedestrians, cyclists, and transit users. Include in signage/wayfinding plan “bus only” signage that prevents private vehicle usage of bus infrastructure.
- **Lighting:** While remaining within town lighting codes, ensure that the bus stop and pedestrian paths are adequately lit to promote safety and wayfinding.

LSC Transportation Consultants, Inc.
2690 Lake Forest Road, Suite C
P.O. Box 5875
Tahoe City, CA 96145
530-583-4053 ▲ FAX: 530-583-5966
info@lsctahoe.com ▲ www.lsctrans.com

TECHNICAL MEMORANDUM

DATE: November 19, 2024

TO: Jessica Garrow, FAICP, Design Workshop

FROM: Leslie Suen, PE, and Sierra Brown, PE, LSC Transportation Consultants, Inc.

SUBJECT: Snowmass Center Intersection Analysis

LSC Transportation Consultants, Inc. has performed an intersection analysis for the Snowmass Center Redevelopment. This work builds upon the work conducted by LSC as a part of the 2018 traffic and parking study, the 2019 traffic counts analysis, and the 2020 Final PUD Application. This evaluation addresses the change in land uses from the 2020 analysis and the impacts to the Upper Kearns Road/Main Street/Transit Center/Upper Residential Access intersection. The study intersection is circled in the Figure 1 Site Plan.

Land Uses

In the 2020 analysis, the land uses analyzed were as follows:

- 66 Free-Market Residential Units
- 10 Restricted-Housing Units
- 54.63 KSF of Mixed-Use Commercial Land Uses

For the 2024 analysis, the land uses analyzed were modified as follows:

- 0 Free-Market Residential Units
- 130 Affordable-Housing Units
- 54.63 KSF of Mixed-Use Commercial Land Uses (unchanged from 2020 analysis)

In addition to the land use changes, in the 2020 analysis, the Upper Kearns Road/Main Street/Transit Center/Upper Residential Access intersection was analyzed as a two-way stop-controlled intersection. In the 2024 analysis, the intersection is analyzed as an all-way stop-controlled intersection.

Trip Generation of Affordable Housing Units

Trip generation is the evaluation of the number of vehicle trips that will either have an origin or destination at the project site. Peak-hour vehicle trips need to be determined to analyze the potential impacts of the proposed project. The 2020 analysis was performed using the standard daily trip-generation rates provided in the Institute of Transportation Engineers (ITE) *Trip Generation, 10th Edition Manual* (ITE, 2017). To provide an accurate comparison, the updated 2024 analysis uses the same rates.

Reduction for Internal

Internal trips for the affordable-housing units are applied using the same methodologies used in the 2018 TIA. The affordable-housing units are calculated to have approximately 22 percent of trips stay internal. The proposed development as a whole is calculated to have approximately 14 percent internal trips.

Trip Generation of Affordable-Housing Units

Multiplying the land-use quantities by the trip rates yields the vehicle trips generated at the site driveways for proposed project conditions. The proposed land uses are forecast to generate a total of approximately 55 AM peak-hour vehicle trips (14 inbound plus 41 outbound) and 49 PM peak-hour vehicle trips (31 inbound plus 18 outbound).

Trip Generation Net Impact

As calculated in the previous 2018 TIA, the residential land uses were forecast to generate a total of approximately 29 AM peak-hour vehicle trips (8 inbound plus 21 outbound) and 24 PM peak-hour vehicle trips (15 inbound plus 9 outbound). Subtracting the 2018 residential-units trip generation from the 2024 residential trip generation results in a net impact of 26 AM peak-hour vehicle trips and 25 PM peak-hour vehicle trips at the study intersection.

Trip Distribution and Assignment

The affordable-housing units will be located north of the Snowmass Center. Access to the housing units will be located off of the Upper Residential Access Road (Rim Road). As the trips going to the Snowmass Center are included in the internal trip reduction, all vehicle trips associated with the affordable-housing units are assigned to use Upper Kearns Road and Upper Residential Access Road.

Upper Kearns Road/Main Street/Transit Center/Upper Residential Access Intersection

With addition of the affordable-housing units and subtraction of the free-market residential and restricted-housing units, the total traffic volume through this intersection during the future winter AM and PM peak hours is estimated to be about 210 to 260 vehicles in the AM and PM peak hours, respectively (a slight increase from the 2020 analysis). Intersection Level of Service (LOS) was evaluated at this intersection, assuming the intersection is all-way stop controlled. The results indicate the intersection will operate at LOS A. As this meets the Town's standard of LOS C, no LOS concerns are identified.

Conclusions

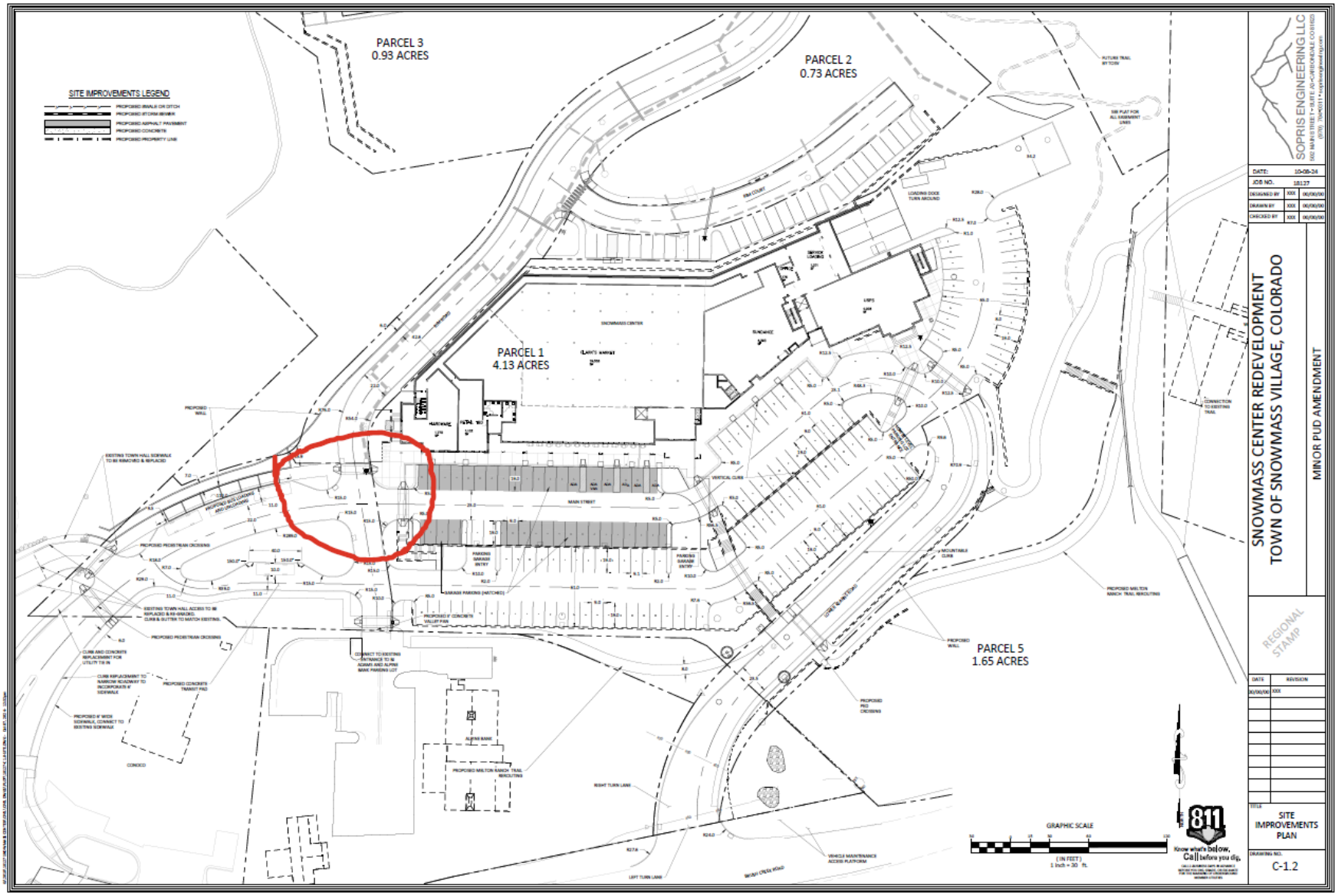
The following conclusions are made based on this analysis:

- The affordable housing units would generate approximately 55 AM peak-hour vehicle trips and 49 PM peak-hour vehicle trips. Removing the 2018 residential-units trip generation from the 2024 residential trip generation results in a net impact of 26 AM peak-hour vehicle trips and 25 PM peak-hour vehicle trips at the study intersection.
- Adding the affordable-housing-unit trips and subtracting the free-market and restricted-housing unit trips from the study intersection will result in about 210 to 260 vehicles in the AM and PM

peak hours, respectively, traveling through the Upper Kearns Road/Main Street/Transit Center/Upper Residential Access intersection.

- The intersection of Upper Kearns Road/Main Street/Transit Center/Upper Residential Access will operate at an acceptable LOS A with the 130 affordable-housing unit project.

Figure 1: Site Plan



INTEROFFICE MEMORANDUM

TO: BRIAN MCNELLIS, SENIOR PLANNER
FROM: MIKE HORVATH, TOWN ENGINEER
ANNE MARTENS, PUBLIC WORKS DIRECTOR
SUBJECT: MINOR PUD AMENDMENT REVIEW – SNOWMASS CENTER COMMENTS
DATE: OCTOBER 31, 2024

These comments are in response to the proposed Design Workshop's application (dated September 27, 2024) for a Minor PUD Amendment Review for the redevelopment of the Snowmass Center.

1. ROAD ALIGNMENT AND INTERSECTION REQUIREMENTS

- **Town Hall Road Intersection**: Improve intersection alignment to 80–90 degrees with Upper Kearns with a max slope of 5% for 20 feet approaching the downhill stop sign.
- **Bus Lane Alignment**: Align the bus-only lane from Upper Kearns with Town Hall Road centerlines to be within 10 feet of each other, maintaining a max slope of 7% and a cross slope of 2% on the bus only lane for future bus route compatibility.
- **Alpine Bank Intersection**: Adjust design to ensure the bus lane intersects with the road to Alpine Bank at 90 degrees.
- **Access Road Intersection**: Ensure Access Road aligns at 90 degrees to Upper Kearns and clarify access alignment details for Alpine Bank.

2. DEEP UTILITIES

- **Hydrant Relocation**: Address hydrant placement on Sheet C-2.0 to ensure it's not within the road or pedestrian path.

3. RETAINING WALLS

- **Aesthetic:** Provide detailed wall types and match finishes to those near the Wood Rd roundabout.
- **Wall Locations:** The wall behind the bus shelter on Upper Kearns must integrate with the existing railroad tie wall along the access road. The bottom of the railroad tie wall at the bottom of the hill is approximately 8372.5'. The bottom of the proposed wall is proposed at 8367.55'. Therefore, replacing the entire current railroad tie wall to accommodate final access road requirements is necessary.
- **Constructability:** Bottom of wall in the temporary construction layout if 8370' while the bottom of the wall at the final Transit Center is as low as 8366.74'. Final wall layout will need to be constructed as part of temporary construction layout.

4. COST AND PRICING ADJUSTMENTS

- **Material Pricing**: Update cost estimates to align with the Town of Snowmass Village and SWSD 2024 pricing:
    - Class 6 ABC: $140/CY
    - Class 2 ABC: $150/CY
    - Curb & Gutter: $70/LF
    - Mobilization: 7-10%
    - Sidewalk: $45/LF
    - 8" DIP: $350/LF
    - 8" SDR 35: $330/LF
- **Missing Costs**: Ensure estimates cover additional elements like ADA ramps, crosswalks, striping, milling for T-top, culverts, shallow utility conduits, and lighting for Upper & Lower Kearns and Melton Trail EOPC's.
- **Storm Line Costs**: Include Storm D in cost estimates as it serves Transit Center and is required as part of redevelopment of Parcel 1.

5. STORMWATER AND DEBRIS FLOW

- **Debris Flow Infrastructure**: Ensure debris flow solutions are incorporated within EOPC.
- **Debris Flow Accommodations**: Install a box culvert to manage debris flow under the new road section.
- **Inlets & Manholes**: Replace and adjust inlets and manholes to match the proposed road elevation at the bottom of Town Hall Road.
- **Valley Pan Drainage**: Account for drainage from the 3-foot valley pan at Alpine Bank's entrance, ensuring it redirects drainage appropriately on-site.

6. TRANSIT AND ACCESS REQUIREMENTS

- **Bus and Emergency Access**: Provide turning movement and grading analysis for TOSV buses across the full route from Upper Kearns, ensuring temporary signage, grading, and emergency vehicle access are feasible during construction phases.
- **Temporary Access Points**: Clarify temporary tie-in point on Upper Kearns and the access road to assist in understanding EOPC's and temporary access conditions.
- **Temporary Pedestrian Access**: Pedestrian access from Upper Kearns Rd needs to be accommodated during the temporary construction layout
- **Lane Widening**: Widen the bus-only lane before the bus pull-off by at least 2 feet for improved maneuverability.

7. SUBDIVISION AGREEMENT & DEVELOPMENT TIMELINE

- **Easement Grants**: Amend agreements to specify Developer's responsibility for granting easements for trails, utilities, and stormwater to Town once development of uphill parcels is complete.
- **Transit Center Completion**: Include timelines in Section 6.1 for the Transit Center, with explicit completion requirements within Phase 4 or 5, not at time of Town development of uphill parcels.

- **Stormwater Maintenance**: Outline responsibilities for shared utility maintenance and replacement.

8. LIGHTING AND SIGNAGE PLANS

- **Lighting Plan**: Include a lighting plan to cover all required areas.
- **Signage and Striping**: Develop a comprehensive striping and signage plan to support traffic flow and bus priority at Upper Kearns and access road intersection.

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

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MEMORANDUM

To:	TOSV Community Development and Public Works Departments
From:	Design Workshop and Sopris Engineering, on behalf of Snowmass Eastwood Investors.
Date:	November 12, 2024
Project Name:	Snowmass Center PUD Amendment
Project #:	5446
Subject:	Public Works Comment Responses

The Memorandum provides responses to the referral comments received from the Public Works Department. The Snowmass Center team has worked to address the comments as possible, and as outlined below. We look forward to continued work with the Town to move the PUD Amendment application and contract for purchase of the upper Snowmass Center parcels forward.

In addition to the responses below, the Applicant and Town's engineering team has continued to work on an updated design for the final Transit Center, roadway grades and intersection details. Included as an attachment is a rendering and site plan of the refined design for the town's consideration. The design includes a covered bus stop, integrated into the retaining walls. Landscape planters and the bus shelter design help to minimize the overall appearance of the walls. The transit center is proposed to accommodate trash and recycle bins, newspaper racks, and seating.

1. **Road Alignment and Intersection Requirements**
    - Town Hall Road Intersection
        - In early September, the Applicant and Town's engineering team developed the Snowmass Center Access, Circulation and Transit Objectives which included goals for the Town Hall intersection and clarified the proposed design would attempt to avoid existing structural features such as the parking area and retaining walls. The team prepared a summary of these Objectives and shared them with staff following the meeting. A copy of this is attached to the memo, inclusive of the redlines provided by staff to those Objectives.
        - Modification to the existing alignment of the Town Hall intersection has significant impacts to existing parking and retaining walls. To avoid these impacts, the proposed design ties into the existing intersection with a revised grading plan to allow for 2% cross slope of the intersection, 5% for 20 feet for cars stopped at the intersection, and a maximum grade of 14% to connect to existing conditions. Please refer to Civil Sheet C2.4.
        - The Applicant understands the Town may consider a reconfigured access alignment as part of future development of the Draw site.
    - Bus Lane Alignment
        - The proposed design has been modified to position the bus lane centerline to be within 10 feet of the centerline of town hall access. The bus lane does not exceed 7% slope and 2% cross slope.

- Alpine Bank Intersection
  - The proposed design has been modified to allow the bus lane to intersect the road to Alpine Bank at 90 degrees.
- Access Road Intersection
  - The team has explored the potential to align Rim Road at 90 degrees with Upper Kearns Road. There is not enough space to accommodate a 90 degree intersection, a transit center for three buses, and an on-grade connection to Alpine Bank.

2. Deep Utilities

- Hydrant Relocation
  - The team has worked with the Fire Department as well as town staff on the fire hydrant locations, and has provided an update to the CMP showing these locations.
  - We have established that in the interim condition a hydrant is needed at both the top and bottom of the existing access on the west side of the Snowmass Center. Those locations are not favorable for the final condition so the plan will be to abandon those locations once we move to the final condition and reset the hydrants in the new locations, as included on the Civil Plans.

3. Retaining Walls

- Aesthetic
  - The proposed wall veneer matches the existing approvals for the PUD. This includes three different wall types, which are shown on Landscape Sheet L-1.9.
- Wall locations
  - Sopris Engineering has created an updated interim transit with a wall and grading plan. This includes a temporary wall with a boulder wall in front of it to help reduce overall height. The wall design includes a pocket for the proposed interim fire hydrant location.
- Constructability
  - The proposed design anticipates the full wall height will be constructed for the interim condition and then backfilled. This allows the final transit walls to be constructed in the interim condition, without rework at future phases of the Town's housing development.

4. Cost and Pricing Adjustments

- Material Pricing, Missing Costs, and Storm Line Costs
  - The estimates have been updated per the SWSD 2024 pricing allowances provided by the town.

5. Stormwater and Debris Flow

- Debris Flow Infrastructure
  - The estimates have been updated to include interim debris flow improvements.
- Debris Flow Accommodations

        - The team reviewed this comment with staff. The swale in question is temporary until the town develops uphill and installs the debris flow basins further up slope. Therefore, the culvert is not needed.
        - The debris flow exhibit is updated to show the interim condition with the debris flow grading.
    - Inlets & Manholes
        - Notes have been added to the proposed civil plan to adjust inlets and manholes (C2.4)
    - Valley Pan Drainage
        - There is an inlet at the east side of the valley pan to pick up drainage so that it does not go onto Alpine Bank property. This inlet connects to the storm D system.

6. Transit and Access Requirements

- Bus and emergency access
    - The roads in all phases have been designed to accommodate TOSV buses and emergency vehicles.
    - The temporary emergency access behind the Center in the interim condition can accommodate a Fire Truck. This is illustrated in the updated CMP and updated comments provided to the Fire Department.
    - Refer to turning movement diagrams included in the civil plans.
- Temporary Access Points
    - An updated interim grading sheet/exhibit shows the grading and the tie-in to the existing road as well as the wall locations.
- Temporary Pedestrian Access
    - This requirement is acknowledged, and temporary pedestrian pathways during construction will be provided and shown on the final CMP.
- Lane Widening
    - The proposed design has been modified to account for the requested additional 2 feet of lane width on the bus only lane.

7. Subdivision Agreement and Development Timeline

- Easement Grants
    - The team is aware there will need to be future easements dedicated for drainage. As part of the final development documents and plat, the applicant can with the town to establish easements for drainage
- Transit Center Completion
    - Completion of the final transit center location is possible only when the final road grades for Rim Road are completed. This will occur as part of the town's residential project. When the road is completed, the new transit center can be constructed.
    - All phases of work include an area for buses to enable multi-modal access to the Center. The interim condition includes space for buses to complete drop off and pick up on the western side of the Center.
    - The applicant cannot commit to completing the final transit center until Rim Road is graded and completed. A timeline in Section 6.1 can be included to tie completion of the Transit Center to completion of Rim Road by the Town.

        - Sheet L-1.14 identifies the interim condition with the final transit solution to illustrate the difficulty in completing the transit center prior to completion of Rim Road.
    - Stormwater Maintenance
        - Please refer to the updated stormwater maintenance plan which outlines responsibility of maintenance. The updated plan substantially consistent with the previous maintenance exhibit provided as part of the original PUD.

8. Lighting and Signage

- Lighting Plan
    - A Lighting Plan is provided in the Landscape Sheets – Sheets L-1.6.1 and L-1.6.2. Additionally, once the final transit design is determined, appropriate lighting that complies with the code will be included.
- Signage and Striping
    - These requirements are acknowledged and will be included as part of the Access and Infrastructure permit.
    - Drawing notes have been added to indicate intersection signage intent, including a four-way stop.

Attachments:

- Memo outlining Applicant and TOSV staff transit center objectives
- Transit Center Renderings
- Interim and Transit Overlay Comparison
- L1.2 Site Plan with residential removed and updated access / roads
- L1.8.1 Urban Design Plan with updated access / roads
- L1.12 Phasing Plan
- Interim condition grading Exhibit
- C0.0 Bus Lane Exhibit
- C0.0 Storm Maintenance Exhibit
- C2.4 Road Exhibit
- Debris Flow Exhibit

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MEMORANDUM

To:	Jordan Sarick, Eastwood Snowmass Clint Kinney, Town Manager, TOSV
From:	Design Workshop (Richard Shaw, Darla Callaway) Representing Eastwood Snowmass Investors
Date:	September 9, 2024
Project Name:	Snowmass Center Eastwood
Project #:	5446
Subject:	Snowmass Center Access, Circulation and Transit Objectives

---

Representatives from the Town of Snowmass and Snowmass Center Eastwood met on September 9th to discuss objectives for access, circulation, parking, pedestrians and transit improvements to the Snowmass Center and the residential parcels 2, 3 and 4. Representatives included:

Town of Snowmass
Public Works Director, Anne Martens
Town Engineer, Mike Horvath

Snowmass Center Eastwood
Design Workshop, Richard Shaw and Darla Callaway
Sopris Engineering, Colby Cristoff

Design Criteria, Constraints and Objectives
The following project objectives and existing conditions were discussed and clarified to guide evaluation of alternatives prepared on behalf of the TOSV and the redevelopment of the Snowmass Center.

Access, Circulation and Parking

1. Create a main street concept with the a ~~main~~ road leading to the core area where it naturally allows convenient trips to the grocery store and post office. The location of parking and amount of climbing to access entries should be considered.

2. Provide favorable access at intersections to the land use with the most trips generated per engineering standards.

3. Provide access to the Snowmass Center which is an existing use and an approved expanded project. The road network provides access to parcels 2, 3, and 4 residential sites. The road network provides access to the Town Hall and the Draw residential sites.

4. Organize the traffic flow to allow parking to fill in an intuitive way for the commercial land uses and take into consideration the limitations of the grade on the site.

5. Provides access to the Alpine bank consistent with the current easement and matching the property line at elevation 58.5.

6. Provide approximately~~t least~~ 200 parking spaces to serve the Snowmass Center. ~~without increasing the number of structured parking spaces or cost~~. Shared parking will be considered.

7. Provide the separation of the auto traffic and transit traffic and minimize traffic interactions for buses.

8. Provide for intersections and road grades standards found in the land use code with some exception allowed when beneficial. Town hall access should not exceed 14% (with snowmelt). Intersections grades should not exceed 5% and 8% at the approach. Winter maintenance will be necessary. Walls more than approximately 20' are not desired. Wall heights and character should be similar or better than the existing roundabout walls (soil nail with veneer). Deviations from town standards will be considered if beneficial to the long-term function of the commercial and residential uses.

9. Provide accessibility to the transit stop for the Draw site, Parcels 2,3,4, and the Snowmass Center. Limits to the uphill climb from the transit to the residential sites need to be realistically evaluated.

10. Separate pedestrian and auto/bus conflicts as much as is possible. Pedestrian movement should be prioritized over vehicle. The speed limit in the Center will be between 10 and 15 mph per previous approval and current experience.

11. Stay within the existing property boundaries adjacent to the Conaco property matching grades at the property line as much as possible. ~~The TOSV is willing to revisit~~ M~~m~~inor encroachments with the adjacent property owners should be revisted, if there is a public benefit and a better long-term solution.

~~12.~~ Attempt to avoid the structural features of Town Hall that a new access is likely to alter. ~~to the greatest extent possible.~~

12.

13. Two-way circulation and 90 degree parking generates a greater number parking spaces for the Snowmass Center. It also allows for the 22' fire lane along the front of the Snowmass Center.

14. Organize long-term safe access for all stakeholders.

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Pedestrians and Transit

15. Transit serves everyone and all land uses including the commercial and residential. The TOSV may consider a combined transit node with the Snowmass Center redevelopment as opposed to adding a new transit route to the residential but routing for new routes should be considered for possible future expansion. ~~.~~

16. Provides bus loading for 3 town shuttle buses (4 is preferred) with space accommodated waiting enroute. Buses should not be waiting in traffic. Transit should not drive through parking lots in permanent or interim construction conditions. It is preferred that pedestrians access transit without crossing traffic. If crossings are necessary, crossing the residential road is preferred because it generates fewer trips per day.

17. Provide bus transportation that avoids the left turn on Brush Creek Road during peak hours where the level of service is poor.

18. Meets the sidewalk grades and pedestrian bus loading desirable grade standards. Provide enough pedestrian waiting area for the forecast volume of bus riders.

Construction and Phasing

19. Provide for independent developments to allow for orderly construction and occupancy with separate timing. As understood today, the SMC would likely be the first project undertaken. Construction impacts and temporary conditions should be safe for all users and provide a level of service no less than exists in today's condition.

20. Identify an interim transit solution that allows the TOSV to construct the road network to the residential in a later phase.

21. To keep existing tenants in place, the Annex will remain in an interim condition while the eastern building is constructed. Provide for the possibilities of phasing that allows the logical construction and management of the tenants moves. This is a limiting factor with the remodeling of the existing uses and available space to maintain parking during on-going construction. Phasing shall be examined to achieve final transit layout as soon as possible within the project.

22. Provide fire protection to the Center with access compatible with the Type IV construction standard for the front and rear of the center. This will be required throughout construction and final operation of the Center.

23. Avoid excessive additional costs for the road network with alignment that involves excessive grading and retaining walls. There is both cost and visual appearance that need to be balanced with topographic disturbance.


L10 AIRPORT – CITY CENTER


SNOWMASS CENTER

PROPOSED FINAL CONDITION OF TRANSIT CURB LINES AND SIDEWALKS CONFLICTS WITH INTERIM EMERGENCY ACCESS ROUTE

PROPOSED FINAL CONDITION OF TRANSIT SHELTER CONFLICTS WITH INTERIM EMERGENCY ACCESS ROUTE

PROPOSED FINAL CONDITION OF TRANSIT CURB LINES CONFLICT WITH EXISTING BUILDING TO REMAIN UNTIL TENANTS ARE RELOCATED

PROPOSED FINAL CONDITION OF TRANSIT LANE CONFLICTS WITH INTERIM EMERGENCY ACCESS ROUTE

NORTH

0 25' 50' 100'

ORIGINAL SCALE: 1"=50'

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SNOWMASS CENTER REDEVELOPMENT

TOWN OFSNOWMASS VILLAGE COLORADO, 81654

ISSUE DATE: SEPTEMBER 27, 2024

REVISIONS

#	DATE	DESCRIPTION

DRAWN: TB REVIEWED: RS

PARCEL 1 PUD AMENDMENT

DW. PROJECT NUMBER:5446

OVERLAY INTERIM CONDITION W/ FINAL TRANSIT PLAN

SHEET NUMBER

L-1.14

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NORTH

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ORIGINAL SCALE: 1"=50'

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TOWN OFSNOWMASS VILLAGE COLORADO, 81654

ISSUE DATE: SEPTEMBER 27, 2024

REVISIONS

#	DATE	DESCRIPTION

DRAWN: TB REVIEWED: RS

PARCEL 1 PUD AMENDMENT

DW. PROJECT NUMBER: 5446

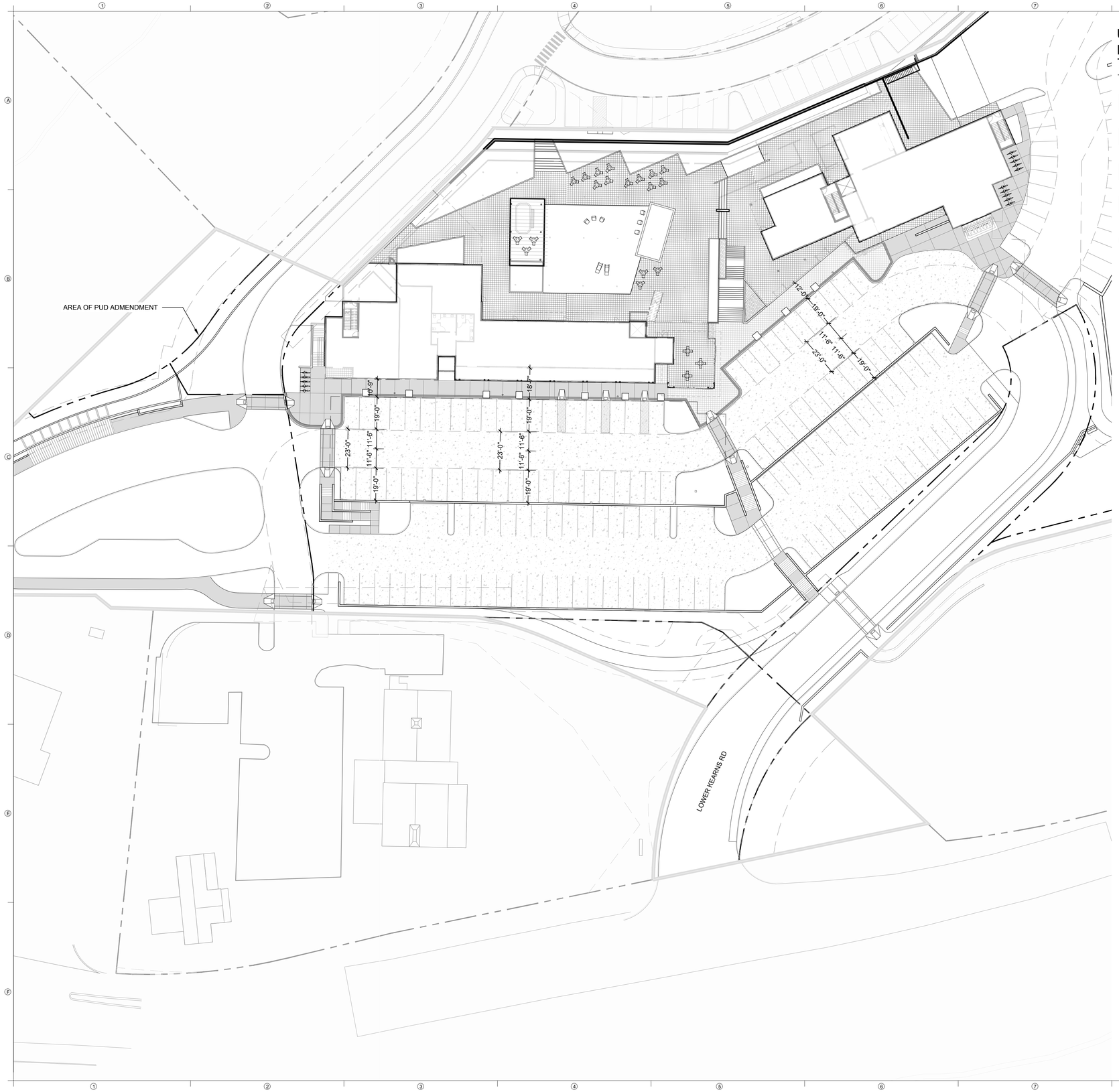
SITE PLAN

SHEET NUMBER

L-1.2

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URBAN DESIGN & PROGRAMMING MATERIALS KEY

SYMBOL	TYPE
	Plaza Pavement - Modular Concrete Pavers
	Broom-finish Concrete Road Surface
	Textured Concrete Crosswalk and Pedestrian Sidewalk Pavement. Intergratal Color on Crosswalk Bands.
	Texture Concrete Band

Note: All other roadway surfaces to be asphalt.

NORTH

0 15' 30' 60'

ORIGINAL SCALE: 1"=30'

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TOWN OFSNOWMASS VILLAGE
COLORADO, 81654

ISSUE DATE: SEPTEMBER 27, 2024

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PARCEL 1 PUD AMENDMENT

DW. PROJECT NUMBER: 5446

URBAN DESIGN & PROGRAMMING PLAN

SHEET NUMBER

L-1.8.1

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ISSUE DATE: SEPTEMBER 27, 2024

REVISIONS

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PARCEL 1 PUD AMENDMENT

DW. PROJECT NUMBER: 5446

INTERIM CONSTRUCTION ACCESS AND TRANSIT PLAN

SHEET NUMBER

L-1.12

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EXISTING ASPHALT TO BE REMOVED BEYOND THIS POINT

EXISTING ASPHALT TO REMAIN FOR INTERIM CONDITION

PROPOSED CONSTRUCTION & FIRE ACCESS FOR INTERIM CONDITION

EXISTING RAILROAD TIE WALLS TO REMAIN FOR INTERIM CONDITION

PROPOSED TEMPORARY LOWER WALL TO TIE INTO TOP OF RAILROAD TIE WALL FOR INTERIM CONDITION

PROPOSED TEMPORARY UPPER WALL PORTION TO TIE INTO TEMPORARY LOWER WALL FOR INTERIM CONDITION

UPPER WALL TO BE CUT BACK TO THIS POINT FOR FINAL WALL CONSTRUCTION

LOWER WALL TO BE CUT BACK TO THIS POINT FOR FINAL WALL CONSTRUCTION

UPPER & LOWER WALLS TO REMAIN & BE EXTENDED FOR TOWN HALL ACCESS PORTION OF FINAL CONSTRUCTION PHASE

PROPOSED TEMPORARY TRANSIT CENTER FOR INTERIM CONDITION

EXISTING ANNEX TO REMAIN FOR INTERIM CONDITION

PROPOSED TEMPORARY BOULDER WALL TO COVER BOTTOM OF TEMPORARY LOWER WALL

CLARK'S MARKET
19,558 SF
FFE = 8363.00'

HARDWARE
1,775 SF

RETAIL TBD
1,102 SF

SERVICE LOADING
1,271 SF

OFFICE
175 SF

USPS
4,005 SF
FFE = 8361.00'

SUNDANCE
4,293 SF
FFE = 8362.00'

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

NORTH

Know what's below. Call before you dig.
CALL 2-BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

SOPRIS ENGINEERING LLC
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DATE:	11-07-24	
JOB NO.	18127	
DESIGNED BY	XXX	00/00/00
DRAWN BY	XXX	00/00/00
CHECKED BY	XXX	00/00/00

SNOWMASS CENTER REDEVELOPMENT
TOWN OF SNOWMASS VILLAGE, COLORADO

EXHIBIT

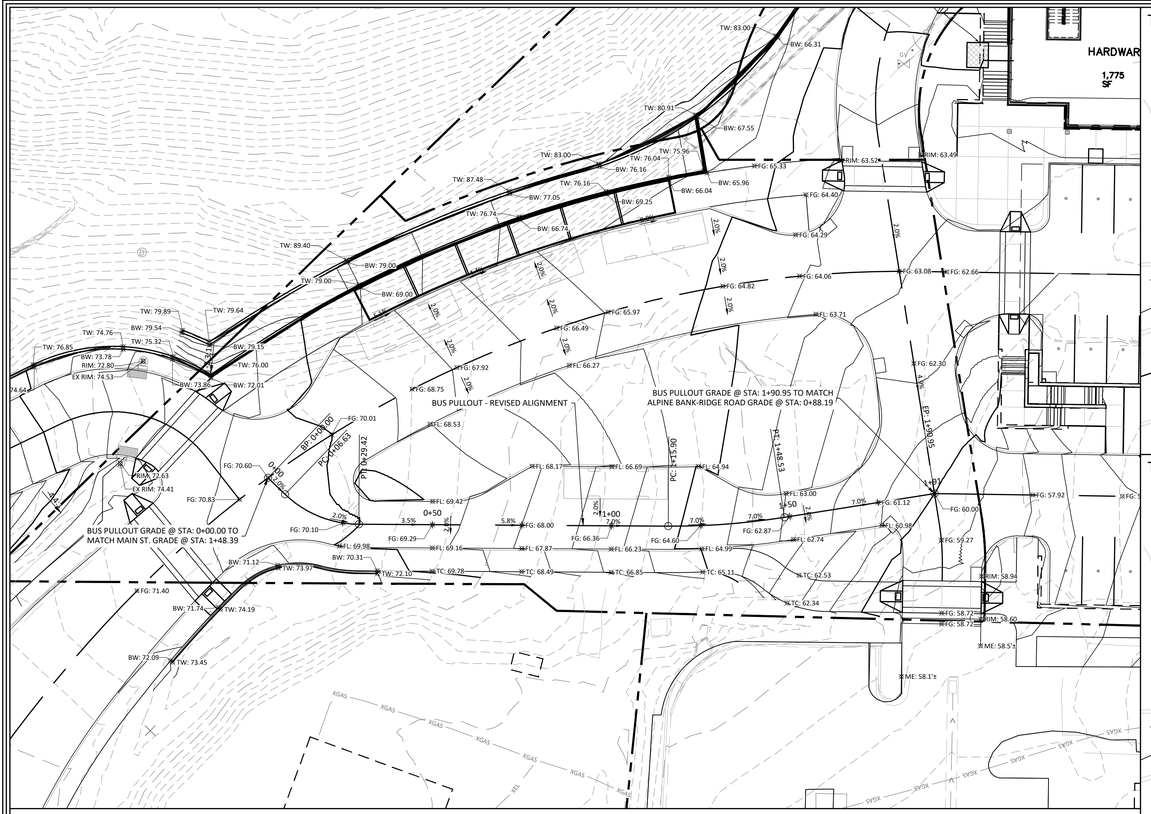
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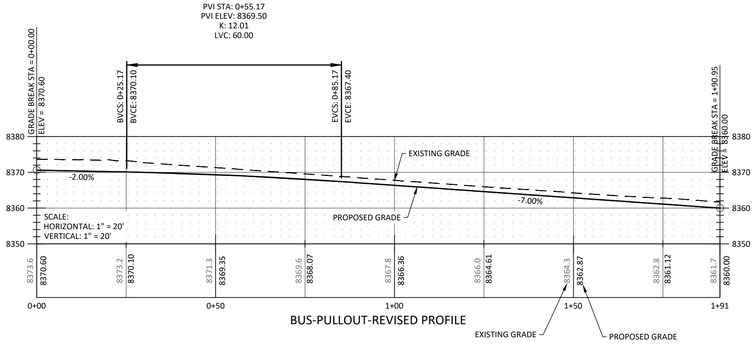
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TITLE
INTERIM CONDITION GRADING PLAN

DRAWING NO.
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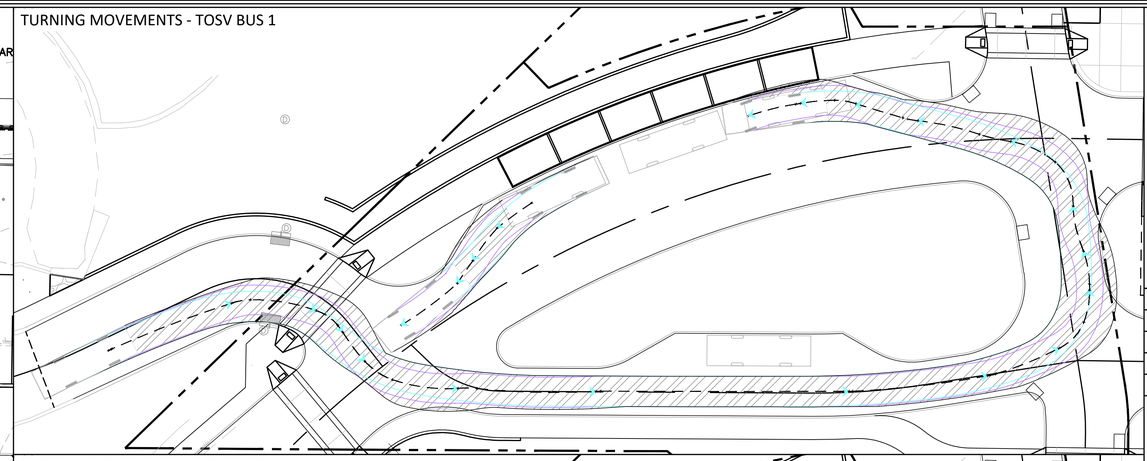
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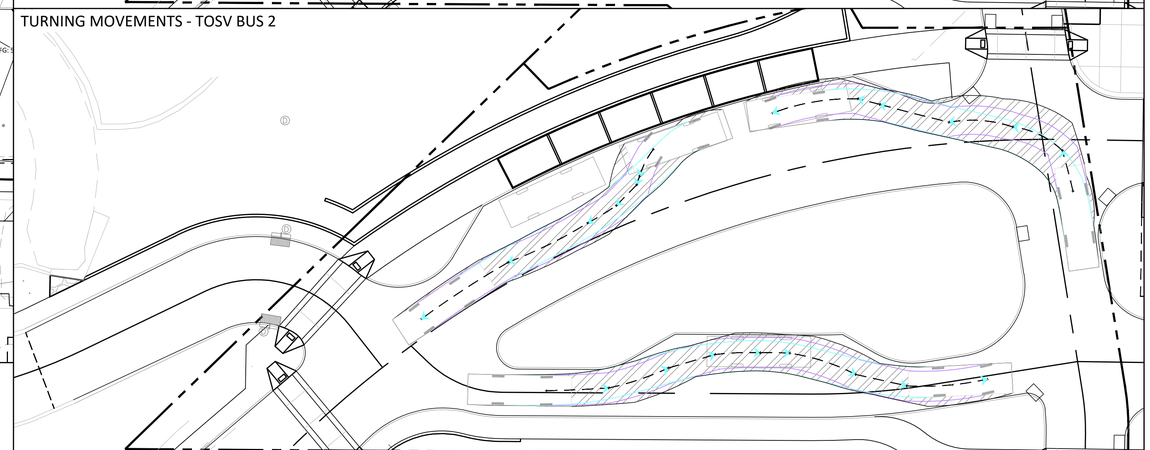


BUS-PULLOUT-REVISED PROFILE

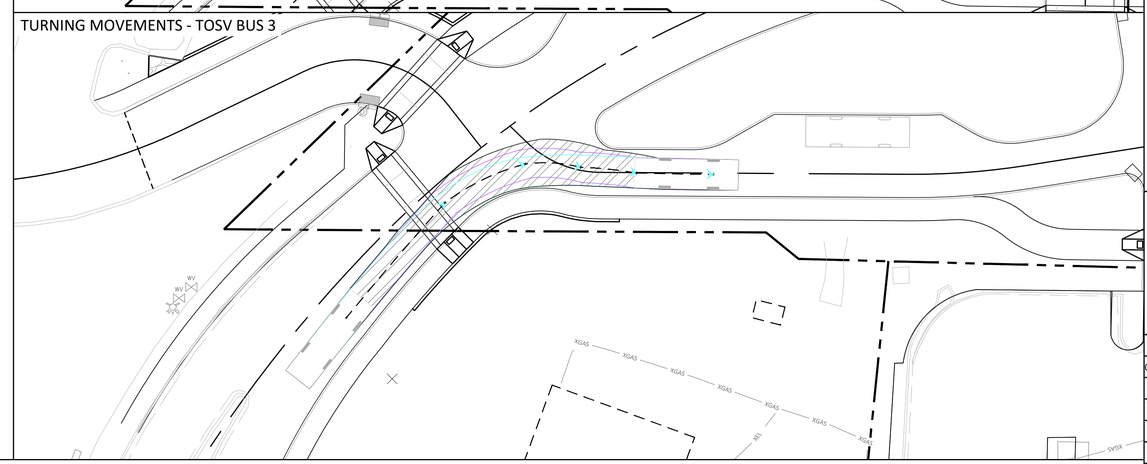
TURNING MOVEMENTS - TOSV BUS 1



TURNING MOVEMENTS - TOSV BUS 2



TURNING MOVEMENTS - TOSV BUS 3



GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

NORTH

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SOPRIS ENGINEERING LLC
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(970) 704-0311 • sopriseningineering.com

DATE:	11-12-24	
JOB NO.	18127	
DESIGNED BY	XXX	00/00/00
DRAWN BY	XXX	00/00/00
CHECKED BY	XXX	00/00/00

EXHIBIT

SNOWMASS CENTER REDEVELOPMENT
TOWN OF SNOWMASS VILLAGE, COLORADO

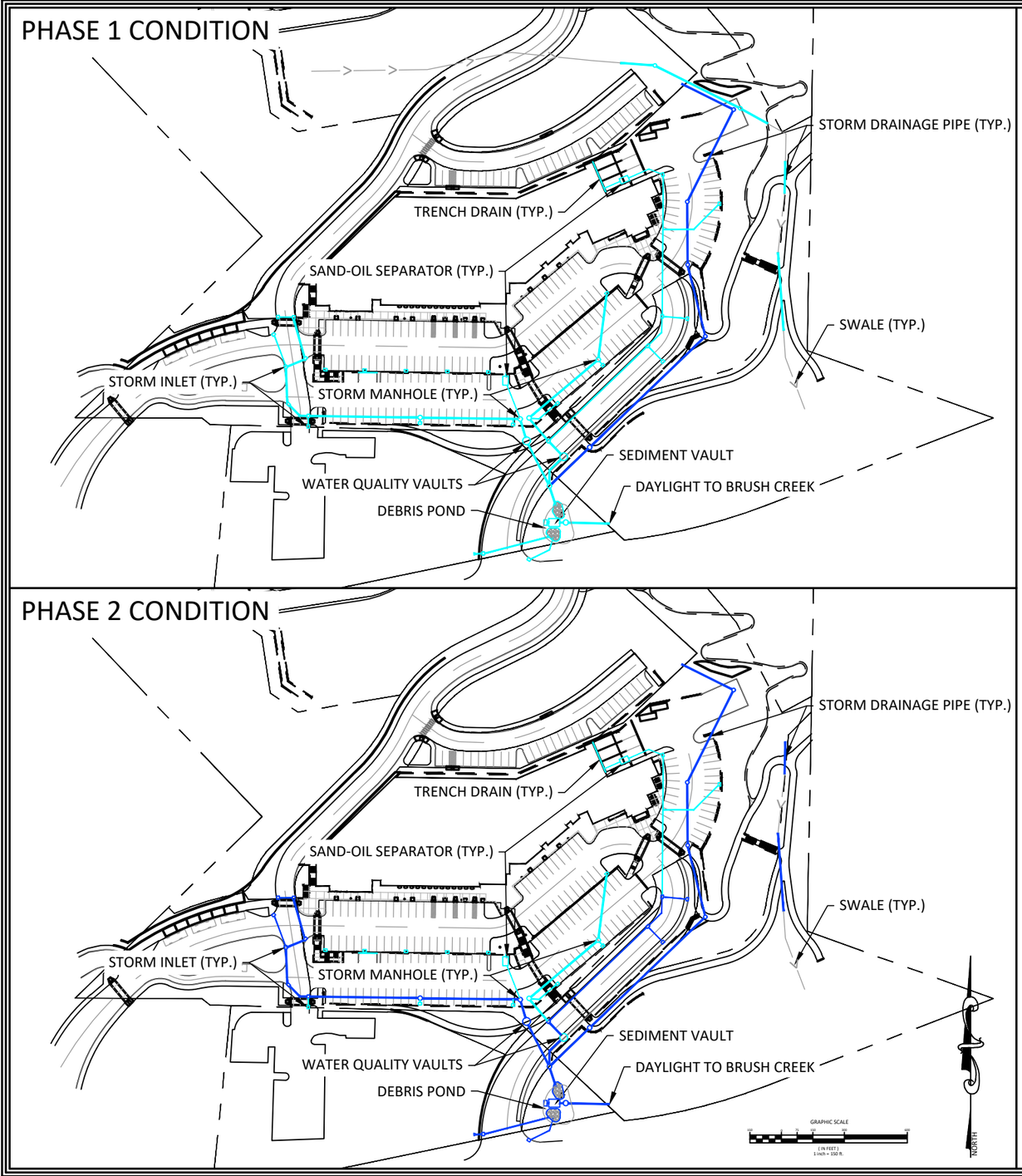
REGIONAL STAMP

DATE	REVISION
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TITLE
REVISED BUS-ONLY LANE EXHIBIT

DRAWING NO.
C-0.0

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Storm Maintenance - Phase 1		
Operation	SMC Responsibility (# Units)	Town Responsibility (# Units)
Inlets	28	0
Manholes	8	5
Sand-Oil Separators	2	0
WQ Treatment Vaults	2	0
Sediment Vault	1	0
Trench Drain	2	0
Debris Flow Swale	1	0
Debris Pond	1	0

STORM MAINTENANCE NOTES:

STORM LINE A IS TO BE INSTALLED FOR FUTURE DEBRIS FLOW PONDS UPON HOUSING DEVELOPMENT UPHILL OF SMC. LINE WILL BE INSTALLED AS PART OF PHASE 1 INFRASTRUCTURE TO STUB TO PARCEL LINE BETWEEN PARCELS 1 AND 2. LINE TO BE PLUGGED AT TERMINAL POINT FOR FUTURE EXTENSION. LINE A TO BE MAINTAINED BY THE TOWN ONCE COMPLETED.

STORM LINE B IS TO BE INSTALLED AND MAINTAINED AS PART OF PHASE 1 CONSTRUCTION. FOLLOWING PHASE 2 CONSTRUCTION, PORTIONS OF THIS LINE AND ITS ACCOMPANYING INLETS AND WATER QUALITY TREATMENT VAULT WITHIN THE TOWN RIGHT-OF-WAY WILL BE MAINTAINED BY THE TOWN.

STORM LINE C IS TO BE INSTALLED AND MAINTAINED AS PART OF PHASE 1 CONSTRUCTION. IT WILL CONTINUE TO BE MAINTAINED AS PART OF PHASE 1.

STORM LINE D IS TO BE INSTALLED AND MAINTAINED AS PART OF PHASE 1 CONSTRUCTION. IT WILL BE INSTALLED UP TO THE BOTTOM OF RIM ROAD FOR FUTURE CONNECTION DURING PHASE 2 CONSTRUCTION. FOLLOWING PHASE 2 CONSTRUCTION, THIS LINE AND ITS ACCOMPANYING INLETS, MANHOLES, AND WATER QUALITY TREATMENT VAULT ARE TO BE MAINTAINED BY THE TOWN. STORM LATERALS OFF OF STORM LINE D WITHIN THE PARKING AREA ARE TO BE MAINTAINED BY SMC.

THE DEBRIS FLOW SWALE AND ACCOMPANYING CULVERTS ARE TO BE INSTALLED AND MAINTAINED AS PART OF PHASE 1. UPON BEGINNING PHASE 2 CONSTRUCTION, THE UPPER PORTION OF THE SWALE IS TO BE REMOVED ALONG WITH THE UPPER PIPES AND MANHOLES. THE REMAINING LOWER SWALE & CULVERT PORTIONS WILL THEN BE MAINTAINED BY THE TOWN.

ALL OTHER STORM INFRASTRUCTURE WITHIN PARCEL 1 IS TO BE INSTALLED AND MAINTAINED AS PART OF PHASE 1 CONSTRUCTION. THIS INCLUDES LATERAL STORM LINES, INLETS, TRENCH DRAINS, AND SAND-OIL SEPARATORS.

SEE CIVIL PLAN SHEET C3.0 "MASTER STORM DRAINAGE PLAN" FOR STORM A-D ALIGNMENT LOCATIONS.

Storm Maintenance - Phase 2		
Operation	SMC Responsibility (# Units)	Town Responsibility (# Units)
Inlets	16	12
Manholes	3	8
Sand-Oil Separators	2	0
WQ Treatment Vaults	1	1
Sediment Vault	0	1
Trench Drain	2	0
Debris Flow Swale	0	1
Debris Pond	0	1

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NO.	REVISION	BY	DATE

SNOWMASS CENTER
TOWN OF SNOWMASS VILLAGE, COLORADO

STORM MAINTENANCE

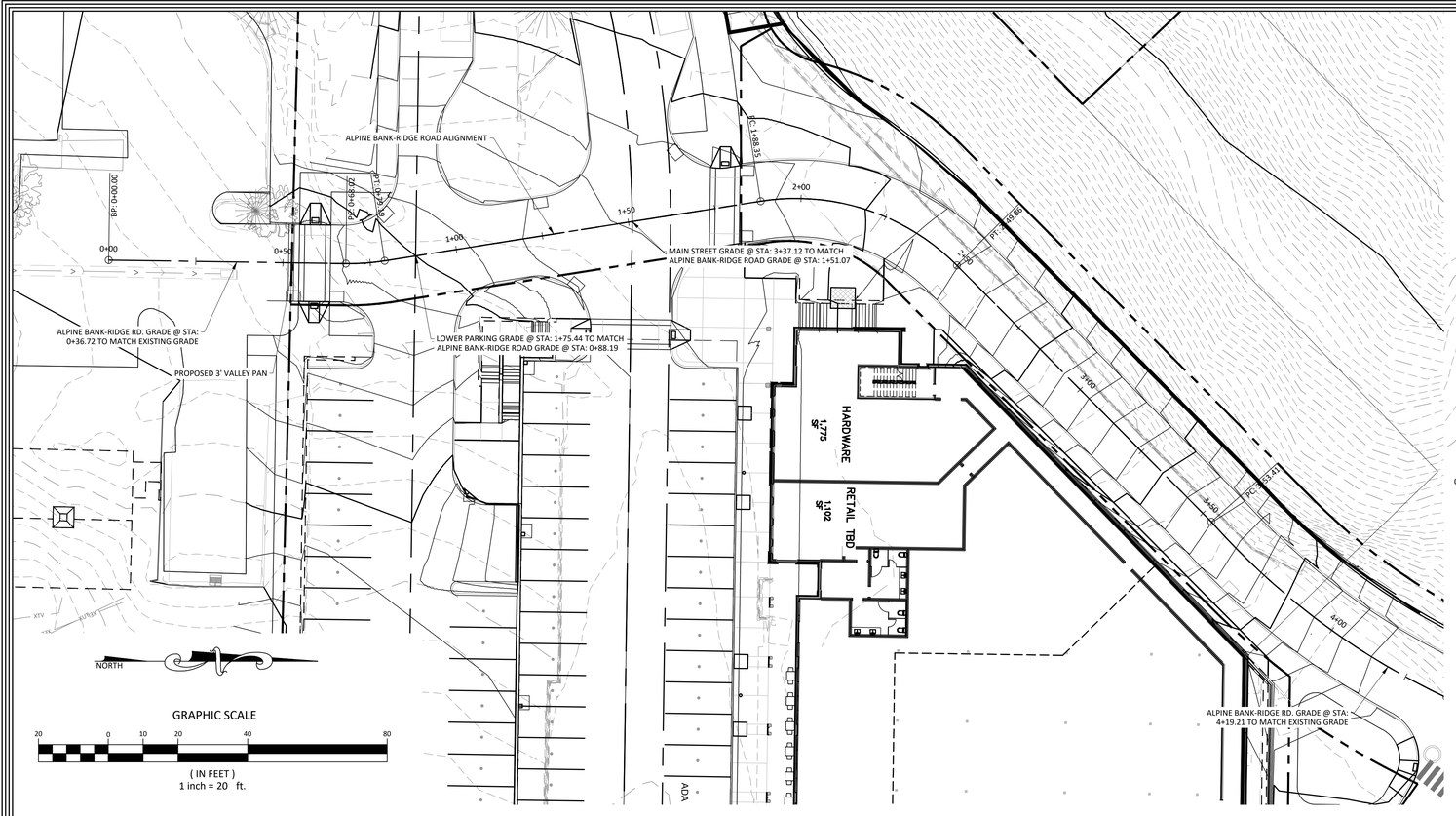
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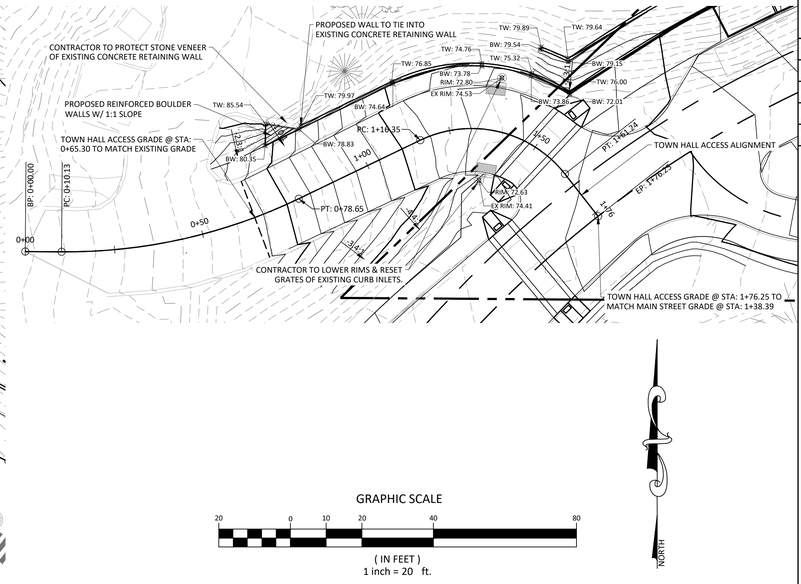
DATE: 11-12-24

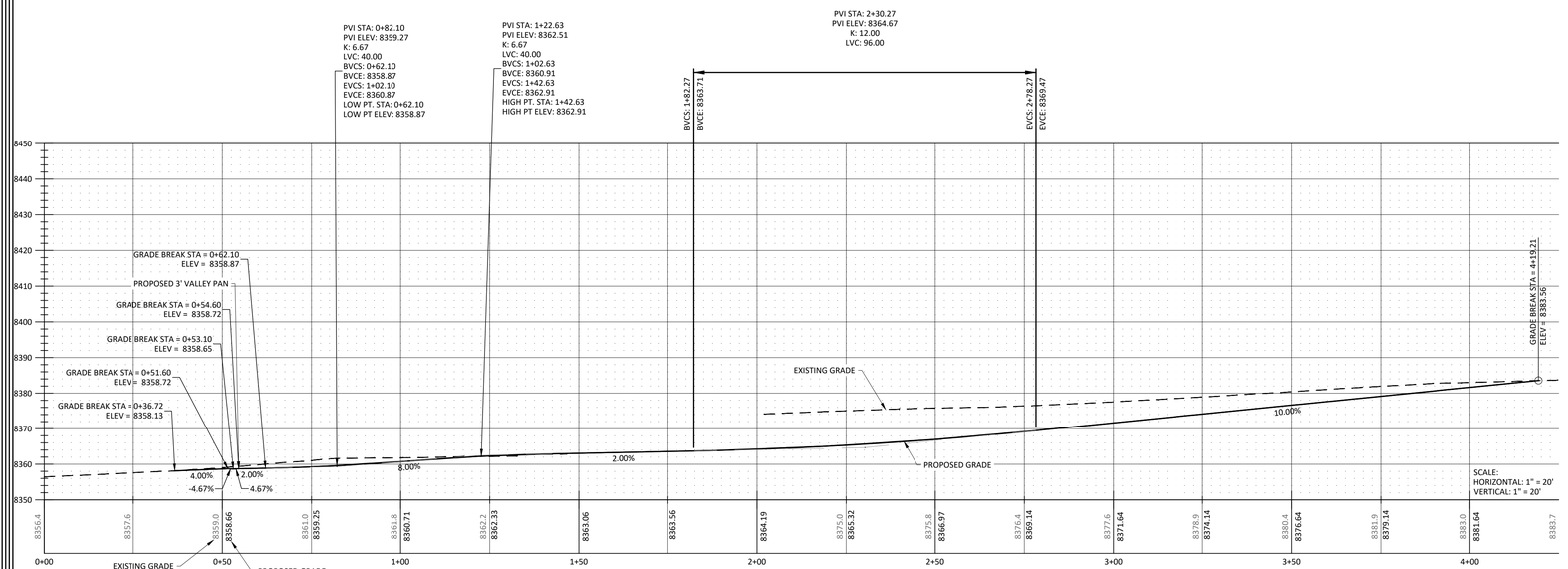
JOB NO. 18127

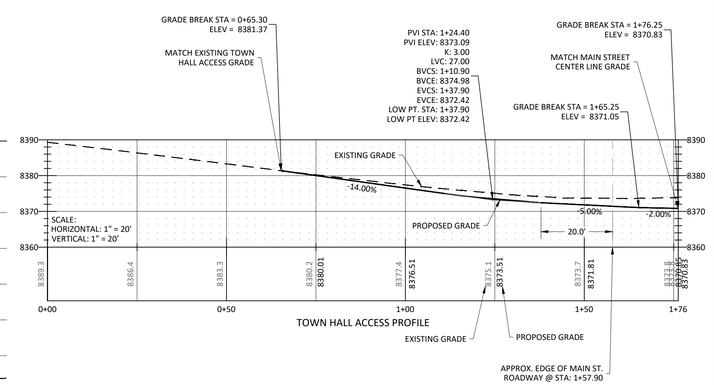
SHEET 1 OF 1

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DRAWN BY	XXX	00/00/00
CHECKED BY	XXX	00/00/00

SNOWMASS CENTER REDEVELOPMENT
TOWN OF SNOWMASS VILLAGE, COLORADO
MINOR PUD AMENDMENT

REGIONAL STAMP

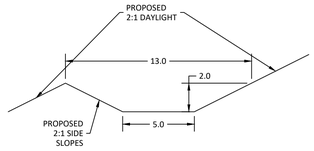
DATE	REVISION
00/00/00	XXX

TITLE
ROAD PLAN & PROFILE 4

DRAWING NO.
C-2.4

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PROPOSED DEBRIS FLOW SWALE

PROPOSED 5' WIDE 2' DEEP WITH 2:1 SIDE SLOPE SWALE FOR DEBRIS FLOW

PROPOSED MANHOLE

PROPOSED CONVEYANCE PIPE

PROPOSED MANHOLE

PROPOSED CONVEYANCE PIPE

PROPOSED 5' WIDE 2' DEEP WITH 2:1 SIDE SLOPE SWALE FOR DEBRIS FLOW

PROPOSED CONVEYANCE PIPE

PROPOSED SWALE TO DAYLIGHT INTO EXISTING VEGETATION

FFE = 8363.00'
CLARK'S MARKET

FFE = 8362.00'
SUNDANCE

FFE = 8361.00'
USPS

OFFICE

SERVICE LOADING

HARDWARE

RETAIL 180

GRAPHIC SCALE

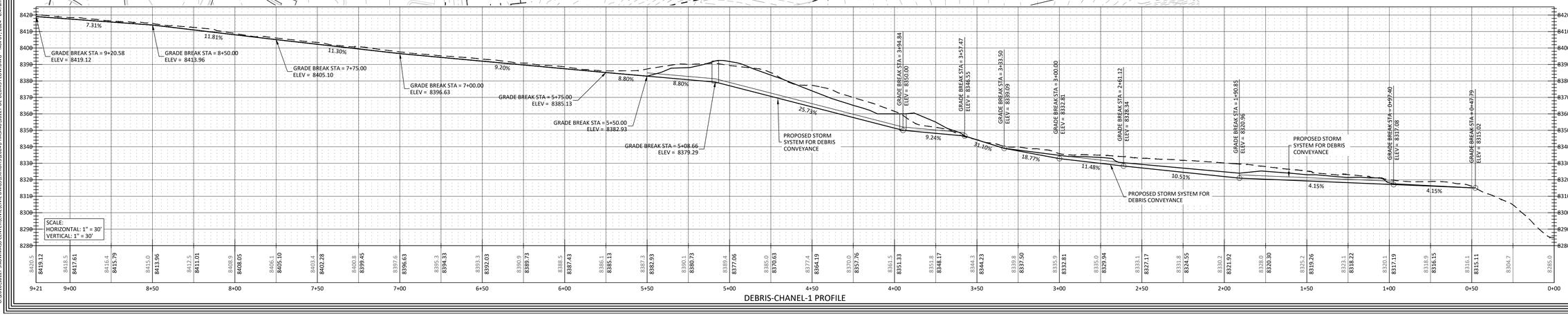
40 0 20 40 80 160

(IN FEET)
1 inch = 40 ft.

NORTH

Know what's **below.** **Call** before you dig.

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DEBRIS-CHANEL-1 PROFILE

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JOB NO.	18127	
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SNOWMASS CENTER REDEVELOPMENT
TOWN OF SNOWMASS VILLAGE, COLORADO

EXHIBIT

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DATE	REVISION
00/00/00	XXX

TITLE
DEBRIS FLOW

DRAWING NO.
C-0.0

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Attachment I

Design Workshop, Inc.
Landscape Architecture
Planning
Urban Design
Strategic Services
Environmental Graphic Design

22860 Two Rivers Road #1
Basalt, Colorado 81621
970.925.8354
designworkshop.com

Mr. Dave Shinneman and Mr. Brian McNellis
Town of Snowmass Village Community Development Department
130 Kearns Road
P.O. Box 5010
Snowmass Village, CO 81615

December 11, 2024

RE: Snowmass Center Application and Council Ordinance

Dear Mr. Shinneman and Mr. McNellis,

On behalf of Eastwood Snowmass Investors, please accept this letter outlining responses to questions raised during the Planning Commission's review of the Snowmass Center Minor PUD Amendment. As you know, the applicant team has been working diligently with town staff to address questions and work toward solutions to enable the eventual sale of the land above the Center to the Town for the purposes of affordable restricted housing. This letter provides additional information for you and Town Council related to the review of the land use application on December 16, 2024. To ensure each item is addressed, we have provided a response to each condition of approval identified in Section Three of the approved Planning Commission Resolution.

1) *Any building permit submitted prior to July 1, 2025 shall be subject to the 2015 International Building and Fire codes as determined in the Final PUD approval. After July 1, 2025 the most recent and updated codes adopted by the Town shall apply.*

   This condition is understood and will be incorporated into the Amended PUD Guide and other Development Documents as required by the Town and the Fire District to ensure it is memorialized for the entire PUD.

2) *The uncovered sidewalk in front of the new Clark's storefront shall be no less than 10' wide with bollards or another separation system to accommodate unobstructed pedestrian movement along the streetscape.*

   This condition is understood and is met in the proposed condition of head-in parking and a 23-foot drive lane. This 10-foot sidewalk is in addition to the 8-foot covered area outside of Clarks Market. We believe this sidewalk and outdoor space will provide an exciting and well-used amenity space for the community at the Center.

   Condition 30 requires the applicant to review the possibility of angled parking and an adjustment to one-way traffic. As discussed below, if angled parking is required, this 10-foot sidewalk condition cannot be met due to the required parking space and drive lane dimensions. Exhibit 1, attached to this letter, illustrates these dimensions.

3) *The applicant shall introduce an architectural element that is iconic in nature to define the Snowmass Center as a significant landmark that enhances and blends with the existing character of Snowmass Village as a world class ski destination - for review and consideration by the Town Council.*

   As discussed in the Planning Commission meetings, we believe the new Center with a two-story atrium provides an iconic architectural element. The centrally located atrium tower is prominently positioned on site and distinctive in its program and aesthetic. The atrium provides a public gathering space that embraces the scenic views and three hundred days of sunshine. This space sets the Center apart from other resort communities and the other commercial areas within Snowmass Village. The team is working on potential alterations to this element to share with Council at the December 16 meeting, which includes increasing the height of this tower to provide a more prominent feature.

4) *The 2nd story of the main entry vestibule shall incorporate the ability to enclose the space as needed during inclement weather.*

   This condition is understood and the ability to enclose the space with coverings of some form is anticipated to be incorporated into the design. This detail will be provided as part of the building permit application.

5) *The final design of the interim and final transit center shall be reviewed and approved by the Town of Snowmass Village prior to recording of final plat documents.*

   This condition is understood and is consistent with the ongoing conversations our team has had with staff. In early September, the Applicant and Town's engineering team developed the Snowmass Center Access, Circulation and Transit Objectives which included goals for the transit center. These objectives were developed in collaboration, and a copy of this included as Exhibit 3, inclusive of the redlines provided by staff to those Objectives.

6) *The applicant shall continue to work with the Public Works Department to sufficiently address the issues raised in their October 31, 2024 memorandum and attached as Exhibit B.*

   The applicant team has had consistent communication with staff regarding these items and is continuing to work with Public Works to ensure these items are adequately addressed. We believe the comments in the letter have been addressed through these conversations and detailed updates of the plan documents.

7) *The transit center shall be constructed and completed by the applicant as part of the Snowmass Center redevelopment approved hereto and completed prior to Temporary or Final Certificate of Completion/Occupancy for phases 4 or 5 of the development as agreed to by the Town Manager or their designee. Until such time that the Town (or other ownership) improves Parcels 2, 3, and 4, the applicant shall grade the initial length of "Rim Road" behind the Snowmass Center during construction and of the final transit center to meet the eventual grade of the current access – not to exceed 10 percent grade.*

   This is a condition of approval that is being addressed as part of ongoing conversations with the Public Works staff, Town Manager, and Town Attorney. We believe that we will have an update related to the phasing of the Transit Center construction at the December 16 meeting that includes an updated understanding of the cost sharing required to ensure this condition can be met.

8) *It shall be the obligation of the applicant to maintain "Rim Road" behind the Snowmass Center (as well as the hammerhead turnaround) during and after construction of Parcel 1 for the purpose of fire access.*

   This condition is understood and is incorporated into the construction phasing plan. This condition requires emergency and fire access to all sides of the Center during construction and before Rim Court is constructed. Once the Town proceeds with development of any of Parcels 2, 3 or 4, this condition would no longer apply, and the Town would become responsible for maintaining Rim Road along with Rim Court.

9) *The applicant shall provide monetary security acceptable to the Town for the entirety of the utility improvements detailed and approved in the Subdivision Improvements Agreement and subject to the approval of the Public Works Department. Utilities shall be sized to accommodate no less than 130 units on Parcels 2, 3, and 4.*

   This condition is understood, and the utilities are sized to meet the 130 residential units outlined in the contract purchase agreement.

10) *The construction management plan shall further detail the phasing of the project with the Community Development Department for review by the Town Council. The plan shall allow for the continuous and on-going operation of the grocery store during and throughout construction. The plan shall allow for partial closures as required by OSHA to ensure safety of employees and customers.*

    The Construction Management Plan provides detail about the different phases of work and is attached to this letter as Exhibit 2. Representatives from Haselden will be available at the December 16 meeting to answer any specific questions related to the construction management plan.

11) *The required Construction Management Plan shall address the mitigation of noise and air pollution during and after development as requested in the letter by Dunlop Environmental Consulting dated November 11, 2024 (Exhibit C).*

    This is understood and the updated requirements identified by Dunlop Environmental Consulting will be incorporated into the final CMP.

12) *The applicant shall continue working with the Roaring Fork Fire Authority to address interim fire protection needs during and after construction. These requirements shall be specified in a document approved by the Fire Authority and shall be finalized at recording of the final plat documents.*

    Conversations with the Fire Authority have continued throughout the process and the interim fire and emergency access plan, as well as fire hydrant locations, have been updated based on those conversations. We believe this condition has been met through these updates and anticipate they will be included as an exhibit in the amended PUD Guide.

13) *Town shuttle and delivery vehicle turning movements shall be approved by the Town of Snowmass Village prior to the recording of the final plat documents.*

This is understood and all turning movements have been reviewed prior to the application submission. Additional turning movement documentation, as needed by Public Works or the Transportation Departments can be provided as part of the recorded documents.

14) *Screening of headlights from delivery vehicles shall be incorporated in the west side delivery bays for the benefit of adjacent Woodbridge residents.*

To address this condition, the team reviewed the grade difference between the Woodbridge and the delivery area. The site plan, shown below in Image 1, illustrates the location of the Woodbridge in relationship to the loading dock. Vehicles parked in the loading dock will face north of rather than toward the Woodbridge buildings. In addition, the bottom of the stairs at the Woodbridge is located approximately at elevation 8,317. These are three story buildings, so are at an approximate height of 28 to 40 feet in height, meaning the highest point of the buildings are at an elevation of approximately 8,357. The grade of the loading dock is at 8,360, three feet higher than the highest roofs of the Woodbridge. This means that headlights will project well above the highest windows of the Woodbridge.

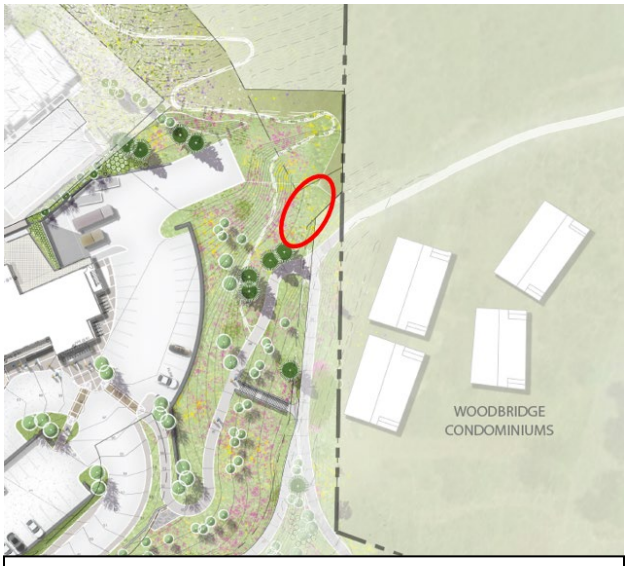


Image 1: Site Plan

However, the team understands the concerns expressed by the Planning Commission and is able to provide additional landscape screening in the areas circled in Image 1 in order to meet this condition. In addition, the areas immediately between the loading dock and the Woodbridge will be utilized for code required snow storage in the winter, which will provide additional screening.

15) *Safe pedestrian and bicycle access to the commercial entities in the Snowmass Center shall be provided throughout the duration of construction.*

This is understood and included in the CMP.

16) *The applicant shall ensure ADA access to and from the Transit stations in both the temporary and the final Transit Center Designs.*

This is understood and is included in the transit center design, as previously reviewed with staff.

17) *The interim and final transit center design shall incorporate space for shopping cart collection and bike racks.*

While the team is in conversation with the grocery store regarding the operational needs of the store in the updated design, the level of detail related to shopping cart storage has not been determined at this time. It is possible that Clarks Market will not want its grocery carts to be brought off property the property. Additionally, the transit center is designed with a ten-foot sidewalk to enable bus loading and queuing,

creating a potential design constraint for cart storage. This area could not act as the primary cart storage given the primary focus as a transit area. Because the grocery cart operational aspect has not been determined, we request the condition be removed or re-written to state:

> "The applicant shall coordinate with the grocery store to ensure grocery cart storage is provided at the Center and that operational measures are taken to address shopping carts that patrons may try to take to the transit center. If the grocery store wants its customers to be able to take shopping carts to the transit center as part of the operations, space for shopping cart collection shall be provided at the transit center as possible given the space requirements and limitations at the center. Bike racks shall be incorporated into the interim and final transit center designs."

18) *Accessible and prominent space shall be made available for bike share stations within Parcel 1 or at the transit center as part of the interim and final design.*

This condition is understood, and Eastwood is already in communication with WeCycle about adding facilities to the existing Center.

19) *The parking plan shall be updated to include compact spaces located along the west side of the delivery route. Convert as many of the spaces on the east side to conventionally sized parking spaces as can be done within the site parameters. The Planning Commission is agreeable to a reduction of a few of the required parking spaces to meet this condition.*

An updated parking plan was shared at the Planning Commission and is included as page 1 in Exhibit 1. This includes a conversion of some of the compact spaces to conventional parking spaces and a reduction from 200 spaces to 198 spaces.

20) *The parking plan shall be updated to include no less than 3 EV charging stations and shall accommodate the expansion of EV spaces in the future as needed.*

This is understood and will be included in the building permit.

21) *Any future building permit submittal shall include a wayfinding and detailed lighting plan and must be approved by the Community Development Department prior to issuance of a building permit.*

This is understood and will be included in the building permit.

22) *A detailed landscaping plan shall be included with any future building permit submittal with the intention of aesthetically enhancing the project while, screening the development, parking areas, loading areas, vehicles, and retaining walls as seen from Brush Creek Road. The plan shall be intentional as it pertains to water filtration and providing safety buffers as needed.*

A landscaping plan was included with the initial application, and additional landscaping to screen these areas as viewed from Brush Creek is possible. However, it is important to note that the proposed parking area is consistent in grading to what exists today, and the area includes a trail connection which limits the area available for additional landscaping. Image 2 identifies the anticipated additional landscaping to address this condition.



Image 2: Landscaping as seen from Brush Creek

23) *The veneer of the retaining walls associated with the new Upper Kearns and transit center shall match the roundabout (at the bottom of Upper Kearns, with Brush Creek) and be shown on revised PUD documents prior to submitting for a building permit.*

The existing approval for the Snowmass Center included extensive requirements related to retaining walls, and an approved set of board form concreate retaining walls. These are maintained in the proposed design. It is important to the applicant that the design and appearance of the retaining walls be consistent throughout the Snowmass Center project, as originally approved. The applicant remains opposed to changing the design of some of the walls to match the Brush Creek roundabout.

24) *4,000 square feet of space shall be reserved for exclusive use by the U.S. Postal Service for as long as the federal government chooses to locate at the Snowmass Center.*

This condition is required as part of the contract purchase agreement and updates the commitment from four years to as long as USPS wants to be a tenant at the Center.

25) *At least two of the new commercial spaces in the redeveloped Snowmass Center shall be ready equipped for restaurant operation upon Certificate of Completion/Occupancy.*

The applicant will not agree to this condition, as it is inconsistent with the existing approvals and is too vague to be clearly understood. Does this mean a kitchen hood? Would a café that does not require a cooking surface be required to have a hood to meet this condition? Does the fact that Clarks will likely have expanded food service and expanded kitchen as part of the remodel meet this condition? Who will determine what is sufficient to meet "ready equipped?"
As discussed in the original PUD review, conditions related to commercial tenants make securing financing for construction very difficult and more expensive, potentially increasing the costs of rent for all

tenants. As part of its purchase contract with the Town, the applicant has committed to offer each existing tenant with a space of at least 1,500 sq. ft. an option to extend their lease (whether in the existing Center or for a new space in the new Center) for not less than 10 years at fair market rental rates. This commitment is addressed in the proposed Amended and Restated Development Agreement submitted as part of the application. In addition, the existing PUD and zoning addresses the types of businesses, including restaurants, which are permitted at the Center. We believe these requirements adequately address the future of the Center and ask that this condition be removed in its entirety.

26) *Town Hall Road Intersection – In order to ensure this development does not negatively impact surrounding development, this intersection with Upper Kearns Road shall be approved to the satisfaction of the Town Manager or their designee and all plans revised to show such improvements prior to recording of final plat documents.*

The proposed roadways provide updated access to Town Hall. This was a comment from Public Works, and the applicant team has worked to improve access to Town Hall. In early September, the Applicant and Town's engineering team developed the Snowmass Center Access, Circulation and Transit Objectives which included goals for the Town Hall intersection and clarified the proposed design would attempt to avoid existing structural features such as the parking area and retaining walls. The team prepared a summary of these Objectives and shared them with staff following the meeting, which is included as Exhibit 3 in this letter. In addition. Civil Sheet C2.4 addresses this intersection and is included as Exhibit 4.

Modification to the existing alignment of the Town Hall intersection has significant impacts on existing parking and retaining walls. To avoid these impacts, the proposed design ties into the existing intersection with a revised grading plan to allow for 2% cross slope of the intersection, 5% for 20 feet for cars stopped at the intersection, and a maximum grade of 14% to connect to existing conditions. The applicant is willing commit to a final design that meets these parameters, but is opposed to an open-ended condition that makes the entire design of this intersection subject to further approval based on non-specific and subjective criteria. Additionally, these parameters meet the goal of providing moderate grades to access the Center, residential above, and Town Hall.

The Applicant understands the Town may consider a reconfigured access alignment as part of future development of the Draw site.

27) *The applicant shall pay cash-in-lieu for the construction the soft "Rim Trail" connector for the actual construction cost determined at building permit submittal.*

This is understood and included in the proposed Amended and Restated Development Agreement submitted with the application.

28) *The boundaries between Parcels 1 and 6 shall be adjusted to include the entirety of the Rim Trail connector within Parcel 6 (dedicated open space).*

The applicant team is reviewing a potential lot line adjustment to meet this condition of approval and will continue to work with staff to address this by the Ordinance's second reading. As part of making this lot line adjustment, additional edits to the PUD Guide memorializing the approved square footage rather than a Floor Area Ratio will be required. We will continue to coordinate this item with planning staff.

29) *All utilities shall be sized to accommodate the connection to any future residential development on Parcels 2, 3, and 4 not to exceed 130 residential units.*

The is understood and the civil plans include utility stubs that are sized for 130 residential units.

30) *The applicant shall provide one-way traffic and explore angled parking along through the upper parking deck and access lane. Should one-way traffic be implemented and result in a reduced drive width, the applicant shall widen the pedestrian streetscape in front of the grocery store as afforded by the shortened lane width.*

The team has reviewed this as requested by the Planning Commission and has included Exhibit 1 illustrating the impacts to the sidewalk and parking lot if the parking configuration is changed.

Page 1 of this exhibit shows the current proposed parking area. This plan includes head-in parking that is 19 feet in length, and a 23-foot drive lane as required by the Fire District. This drive lane is acting as the required fire access to the Center, so it is not possible to reduce the overall drive lane width. This configuration allows for a 10-foot sidewalk in front of Clarks.

Pages 2 and 3 of the exhibit show the parking area with angled parking. Angled parking requires a parking space depth of 21 feet per town code, and a drive lane of at least 24 feet to meet fire access requirements. If angled parking is implemented, the sidewalk would be reduced to 5.5 feet. Additionally, moving to one-way traffic is not advisable because the drive lane width is required to be 24 feet to meet Fire District requirements, which in a one-way condition would encourage speeding.

Because of the significant negative impact on the sidewalk and pedestrian space at the Center, and the potential safety issues created by one way traffic, the applicant intends to proceed with the head-in parking as proposed and will ask the Town Council to approve the current proposed design.

31) *The applicant shall provide a covered connection between the grocery store and post office. This area shall include pedestrian and landscape elements such as outdoor seating, fire pit, public art space, etc. to encourage connectivity between these areas. Plans for this area shall be submitted to the Community Development staff for approval prior to the Building Permit. If such plans are not approved administratively the applicant may appeal the decision to the Town Council.*

The applicant team is studying potential options for this update, including the potential for additional covered area and updates to the pedestrian and landscaped areas. These options will be shared at the December 16 meeting for discussion with Town Council. We request Town Council review these and update this condition to incorporate a specific design rather than leaving this to a later review period.

It is important to note that it is not possible to create a fully covered walking area between the grocery store and the post office due to their location in the updated building. A fully covered walking space would inhibit retail functionality and create adverse effects on solar exposure, street trees, and interior daylighting. The grocery store will remain in its current location and expanded, and the Post Office will be moved, as required by USPS, to a new space immediately adjacent to the loading docks. Between these spaces is a commercial space anticipated to be Sundance, as well as exterior stairs up to the

second level of the building and the new community outdoor space. Importantly, the location of these tenants is consistent with the exiting approved PUD.

While the design is different than exists today, the updates to the spaces and the addition of new spaces for community members to be together indoors and outdoors creates additional opportunities for community members to have casual conversations as they see each other at the Center. The Center is a critical community hub in the Village, and this has been a driving force in the overall design approach and can be seen in the new spaces created.

32) *Prior to building permit submittal, the applicant shall provide updated documents as amended by this Minor PUD Amendment to be reviewed and accepted by the Community Development Department.*

The applicant intends to provide updated documents consistent with the approval of the Minor PUD Amendment to be recorded with the plat, rather than wait until building permit submittal. It is important to the applicant, and we also be believe to be in the Town's interest, that all the governing documents be agreed to and recorded as part of the amended final plat recording. The applicant will also want to make sure the final approved Ordinance acknowledges that if the Town and the applicant are not able to agree on and record the final approval and amended Plat documents that the approval will become void and the existing PUD approval and governing documents as currently recorded will govern development of the Snowmass Center.

33) *Any condition approved by the existing PUD approval (Ordinance No. 17 of 2020) and not modified by this approval, shall remain an obligation of the applicant or subsequent owners.*

This condition is understood, and the team will coordinate with staff to ensure a clear understanding of which conditions remain in effect. It will be in both the applicant's and the Town's interest to carefully review the Ordinance from 2020 as compared to the new approval Ordinance and make sure that any inconsistencies are properly reconciled to avoid confusion in the future about which Ordinance governs a particular issue.

34) *Should outstanding issues arise from this expedited planning review process (i.e. plans or documents), the Town of Snowmass Village reserves the right to require changes from the applicant. Should the applicant disagree with said changes, they reserve the right to appeal the decision to the Town Council for further consideration.*

This condition is overly broad and vague and unacceptable to the applicant. Giving the Town the right to revisit the approval and insist on changes from the applicant in the future would largely undermine the idea of having a final approval and the applicant's resulting vested property. We believe we have worked to address comments raised in the review process and are committed to continuing to coordinate with town staff as we work through the Town Council approval process. Additionally, the requirement to have finalized approval documents recorded with the amended plat is already addressed in other conditions. We request this condition be removed.

35) *Vested rights shall be granted for this Site-Specific Design Review for a period not exceeding 6 years from the date of recordation of this resolution of approval.*

We have requested ten years of Vested Property Rights in the application and request this condition be adjusted to ensure adequate time for the Snowmass Center and residential projects to move forward. Based on the nuances of this proposed approval and that fact that it will not truly come into effect until the amended plat and revised development documents are recorded, we also request that the 10-year vesting period commence with recording of the amended plat.

The team looks forward to the conversation with Council on December 16 to review these conditions and the additional information. We want to again thank you and the entire town staff for the continued collaboration on this project to help move this approval and the subsequent sale forward. We believe that the sale of the upper parcels to the town for restricted housing will help address the critical housing needs in the community, and this amendment will create a vibrant new town center for the entire community. As always, please don't hesitate to reach out with any questions.

Sincerely,





Jessica Garrow, FAICP
Principal, Design Workshop

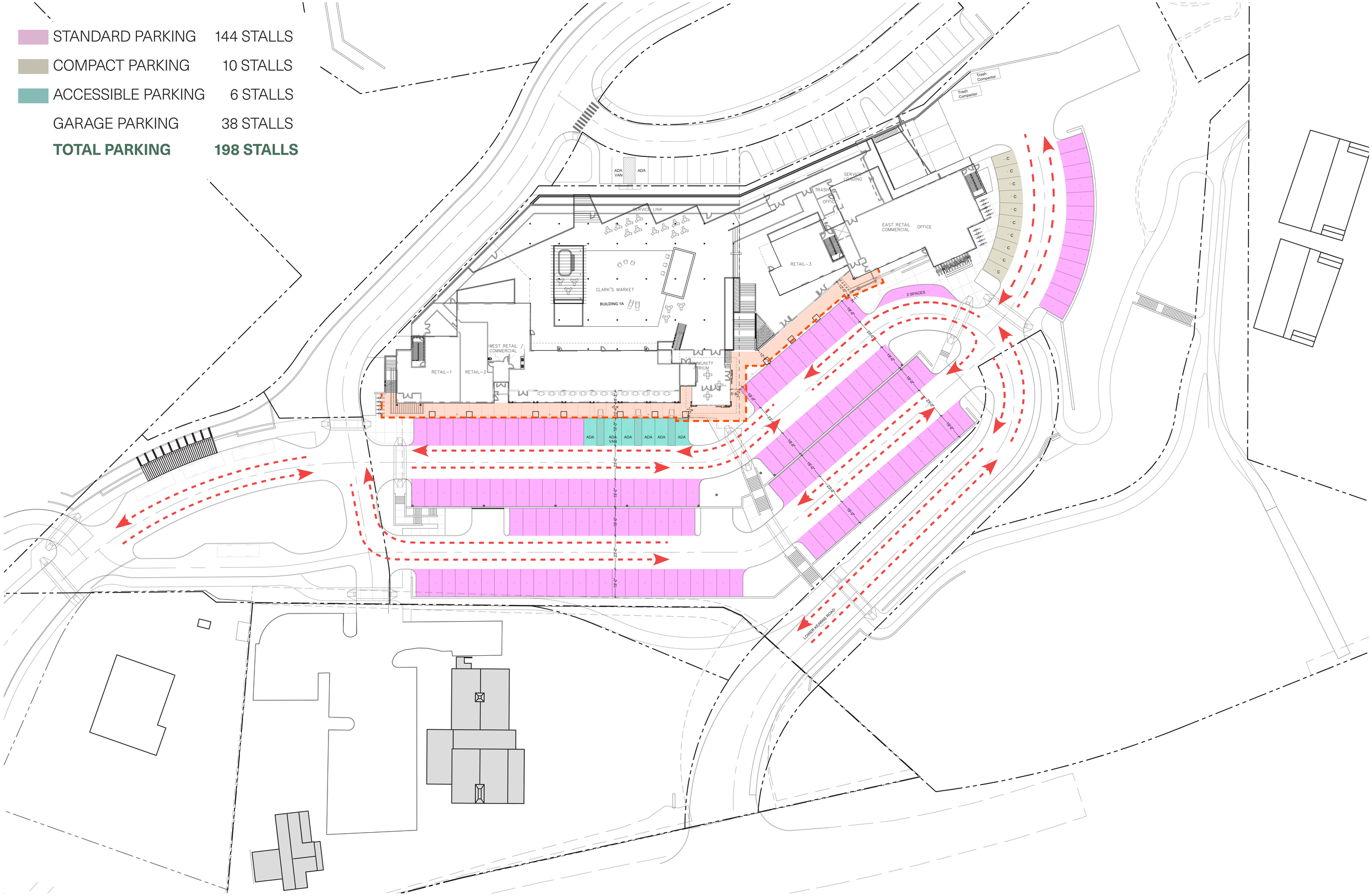
Darla Callaway, AICP, PLA
Principal, Design Workshop

Attachments:

1. Parking Study Diagrams
2. Construction Management Plan
3. Access and Transit Objectives Memo (with staff comments)
4. Civil Plan C2.4

CURRENT CONDITIONS | PARKING STUDY

STANDARD PARKING	144 STALLS
COMPACT PARKING	10 STALLS
ACCESSIBLE PARKING	6 STALLS
GARAGE PARKING	38 STALLS
TOTAL PARKING	**198 STALLS**



SNOWMASS CENTER REDEVELOPMENT

SNOWMASS VILLAGE, COLORADO

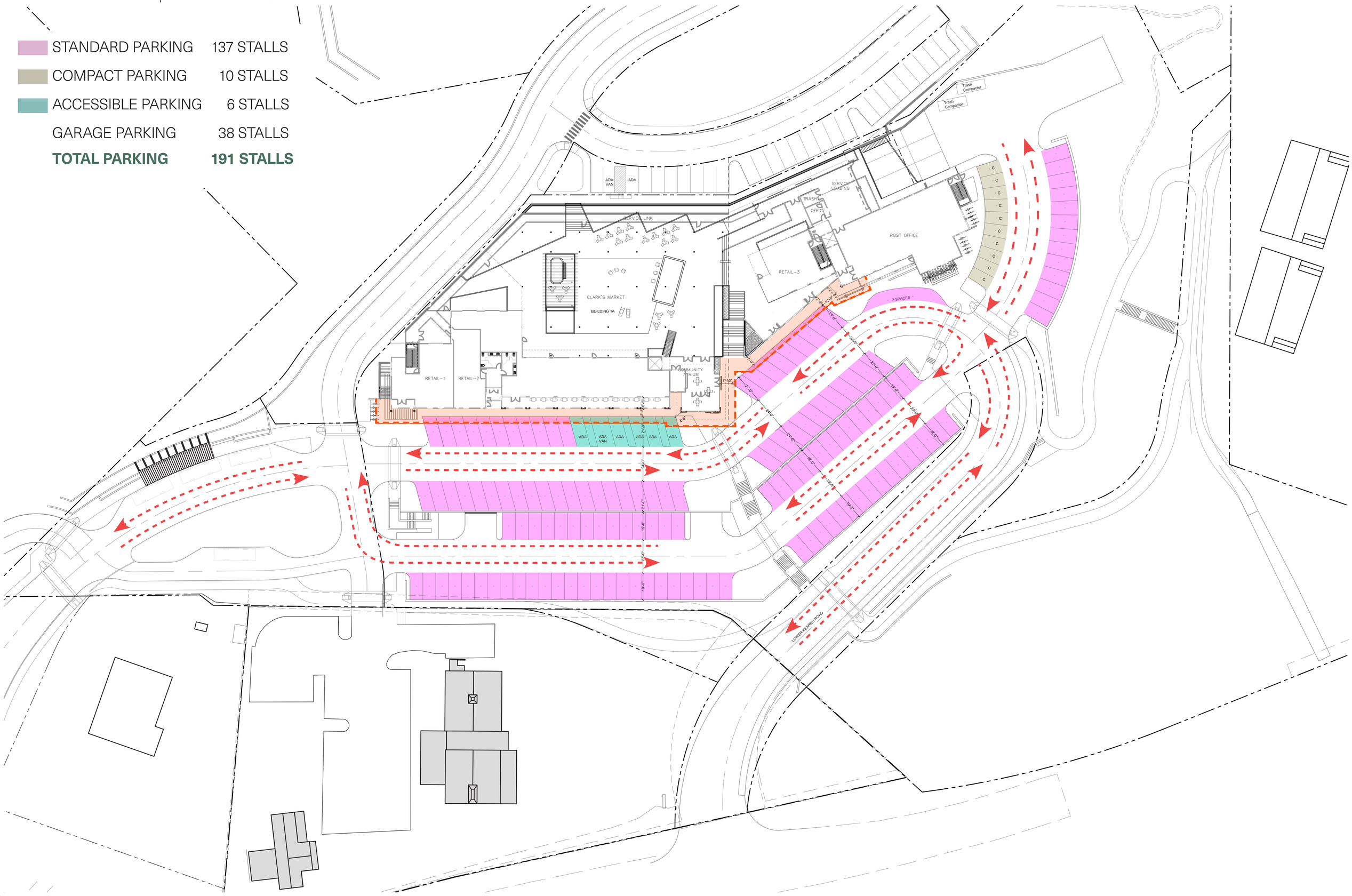
SITE PLAN- PARKING

NORTH 0 10' 20' 40'

DESIGN WORKSHOP
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120 East Main Street • Aspen, CO 81611-1787 • 970-925-9354

75 TWO WAY | PARKING STUDY

STANDARD PARKING	137 STALLS
COMPACT PARKING	10 STALLS
ACCESSIBLE PARKING	6 STALLS
GARAGE PARKING	38 STALLS
TOTAL PARKING	**191 STALLS**



SNOWMASS CENTER REDEVELOPMENT

SNOWMASS VILLAGE, COLORADO

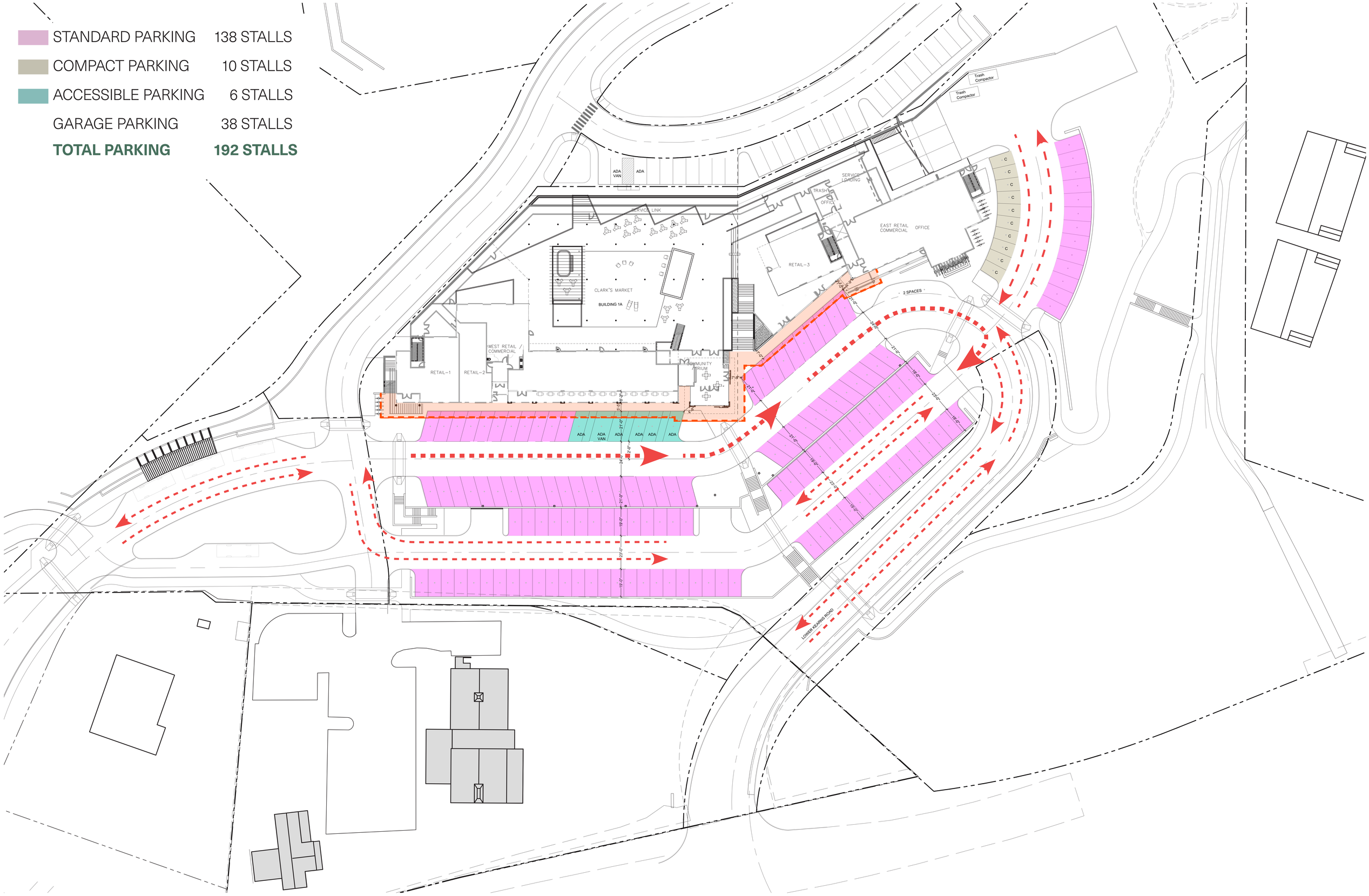
SITE PLAN- PARKING

NORTH 0 10' 20' 40'
ORIGINAL SCALE: 1"=20'

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75 ONE WAY | PARKING STUDY

STANDARD PARKING	138 STALLS
COMPACT PARKING	10 STALLS
ACCESSIBLE PARKING	6 STALLS
GARAGE PARKING	38 STALLS
TOTAL PARKING	**192 STALLS**



SNOWMASS CENTER REDEVELOPMENT

SNOWMASS VILLAGE, COLORADO

SITE PLAN- PARKING

NORTH 0 10' 20' 40'

DESIGN WORKSHOP
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Draft Construction Management Plan for Snowmass Center
Prepared by Haselden Construction
September 27, 2024
Updated November 1, 2024

This Construction Management Plan (CMP) has been prepared as part of the Snowmass Center PUD Minor Amendment Application. All final details are anticipated to be addressed as part of the regular CMP review process during the building permit review.

1. Survey / Site Plan – 18-10.1 (c)
    - Final design drawings will be made available during final CMP approval during permit application process which shall include property lines, limits of disturbance, easements, ROW encroachments, utilities, grades both existing and proposed, foundation systems etc.
    - Please reference the attached site plan Appendix A for overall construction phasing diagram. Appendix A is meant to illustrate the overall master phasing.
    - Please reference attached Appendix A for Phase 1A, 1B, 2A, 2B, 3A, 3B, 4, & 5. Each plan includes details on pedestrian traffic & public transportation flow.
    - Please reference attached Appendix B for master schedule for all phases.
        i. Phase 1A to begin first and independently of other phases. Phase 1B will be complete prior to Phase 2 starting. Phases 2, 3, 4, and 5 are independent of earlier Phases, there will be some overlap of Phased 2-5.
        ii. Phase 5 Clark's, this phase will require Clark's to have partial closure to demolish the existing structure above and replace it with new structure, roof, and hardscape. This temporary closure will need to be coordinated with Clark's to understand the limits of what portions of the interior space will need to be sectioned off as closed until work is complete above (per OSHA requirements). Portions of the existing and new construction will be available for Clark's to occupy and operate at a modified capacity.

2. Limits of Disturbance w/ Site Perimeter Fencing See Appendix A
    - The attached site plans identify the anticipated limits of disturbance and perimeter fencing for each phase of construction. Final limits of disturbance will be illustrated during building permit approval process on final civil drawings.
    - Haselden Construction will conduct an extensive existing conditions survey prior to starting work. Photo and video documentation will be provided to the Owner and adjacent homeowners upon request.
    - Haselden Construction will update Snowmass Center Tenants when changes to egress occur at the surface parking areas, loading dock, and transit center.

3. Emergency Access
    - The first step is prior to construction is to work with the AHJ/FD to come up with a plan to ensure that fire life safety & egress plan is acceptable before construction starts. This includes a looped water line that will go behind the Center, matching the alignment on Civil Sheet 4.0. Fire hydrants would be added as shown in the attached diagram behind the Center to support firefighting in the interim conditions.
    - Rear access in the interim condition will be 100% accessible for emergency vehicles during construction. The access will be signed, a chain/ fence will be added, etc to ensure clear access will be maintained.

4. Site Security
    - Reasonable efforts will be used to install a privacy and security fence around each phase of work. See Appendix A for limits of fencing.
    - Security measures will be in place including site fencing, cameras, and lighting.

5. Construction Waste and Recycling
    - Haselden Construction anticipates recycling of construction waste. Primary recycled materials will include concrete, wood, metal, and cardboard. Final waste recycle plan shall be submitted during final CMP approval process.
    - Final locations of waste and recycle containers shall be approved during final CMP approval
    - Open burning of waste on site shall not be permitted.
    - Litter and debris along fence lines shall be regularly cleaned.

6. Material Storage Type and Location
    - Final location of material storage to be approved during final CMP approval process.
    - Stored material shall be adequately secured.
    - Piling of material greater that 12' above grade shall not be allowed without written approval.

7. Provide List and Times of "High Impact" Events.
    - It is anticipated that the project will entail the following high impact events: shoring, excavation, utility work and large concrete pours. Details including timing and extent of impacts will be further defined during final CMP approvals.
    - Draft traffic disruption is indicated on each Phase logistics plan Appendix B-H
    - Notice shall be given to Town at least 14 days prior to such an event.
    - Notice shall be given to neighbors 48 hours in advance of such an event.

8. Days and Hours of Activity
    - Standard work hours are expected to be Monday – Saturday, 7:00 AM – 6:00 PM
    - Haselden Construction will exert a reasonable effort to ensure construction vehicle traffic is not idling for more than 2 minutes.

9. Parking
    - Construction Parking will not be allowed on site or in surrounding neighborhood. Contractors will be instructed to park down valley and carpool or ride public transportation to the project site.

10. Erosion Control and Construction Vehicles
    - Haselden shall operate under required erosion control regulations as dictated by State and or Local erosion control permits.

11. Air Quality and Dust Management
    - A fugitive dust control plan shall be submitted for approval as part of the erosion control permit process to both Local and State entities.
    - Fugitive dust plan shall address in detail methods for containing dust and loose material from existing the project site.
12. Site Grubbing and Tree Removal
    - Haselden shall submit for approval tree removal plan for all trees within public ROW.
    - Haselden shall submit for approval tree protection plan for all trees indicated to remain during construction.

13. Special Access Permits
    - Haselden does not foresee the need for any Special Access Permits. If such permit is required, all necessary documentation will be submitted, and regulations followed.

14. On Site Fuel Storage
    - Haselden Construction does not allow any fuel storage greater than 99 gallons onsite. It is expected to have at minimum a fuel trailer of this capacity to be kept within the material storage yard.
    - On site fuel storage shall be submitted for approval to TOSV and Snowmass/Wildcat Fire Protection District.

15. Wetlands
    - Not Applicable.

16. Snow Removal/Storage
    - Snow storage, when needed, will be within the material storage yard. When needed, Haselden Construction will remove snow from the jobsite to an offsite location undetermined at this time.

17. Road Closures
    - As plans are developed Haselden Construction will develop our road closure plans with the appropriate parties from the Town of Snowmass.

18. Traffic Management
    - Traffic control plans by Phase shall be prepared as part of the final CMP approval and building permit review process.
    - Preliminary traffic flow has been indicated on site logistic Appendix A
    - During Phase 1A and 1B deliveries to existing Snowmass Center tenants shall not be interrupted. During Phase 2 deliveries will utilize the new loading dock.
    - Access to Alpine Bank Building shall not be interrupted during construction.
    - Transit access is anticipated to be maintained for the duration of construction, illustrated in Appendix A. Minor deviations as part of normal construction requirements

may be required in all phases, and will be addressed in the final CMP with the building permit.

19. Noise
    - Activities that cause excessive noise as defined in Code section 18-3 shall be clearly detailed to the TOSV including DB levels, location, time and durations.

20. Generator Usage
    - Equipment type shall be clearly marked with Fuel Type, Wattage, DB Limits, etc.
    - Temporary power for construction will be supplied from existing power onsite when possible.
    - Haselden does not anticipate extended use of generators under normal conditions.

21. Blasting
    - It is not anticipated that blasting will be required however if required Haselden shall obtain proper Local and State approvals prior to starting this work.

22. Pile Driving
    - It is not anticipated that pile driving shall be required.

23. Wildlife Protection
    - Locations and specification for refuse containers shall be clearly marked on final CMP plans for review and approval. Plan shall demonstrate compliance with Article VI of Chapter 7.

24. Site Retaining Walls
    - Site retaining walls shall be indicated on final design drawings.

25. Construction Activity in 30% or Greater Slope
    - For construction on slopes greater than 30% a detailed plan shall be submitted for approval prior to start of construction.

26. Exterior Lighting
    - Exterior lighting will not be provided for construction during construction. Permanent exterior lighting will be installed per the approved permitted set of construction plans.
    - Public lighting will be maintained for all public areas for access from parking area to the active buildings. Including all walkways.

27. Safeguarding
    - Haselden will make available within our project office temporary telephone system for use of the project for emergency. This system shall either be by land line, cell phone or internet.
    - Haselden shall make available first aid kits.
    - Haselden shall not occupy any portion of the building prior to approval by TOSV and Snowmass/Wildcat Fire Protection District.

28. Deep Excavations/Trenches

- All OSHA regulations will dictate and be followed during deep excavations and/or trenching activities.

29. Hard Hat/Safety Shoe Requirements
    - Haselden Construction will require all employees and visitors to have the required personal protective equipment per Haselden's company and jobsite safety manuals.

30. Elevated Working Conditions (Exceeding 50 Feet)
    - OSHA standards will be followed when a worker is exposed to a potential fall hazard both above and below 50 feet. All proper PPE including Personal Fall Arrest Systems (PFAS) will be utilized and training provide to those who are not properly trained.

31. Hazardous Environments (Gas, dust, liquid)
    - Haselden Construction only expected environmental hazard is dust. Dust will be controlled in a matter that complies with Haselden's safety manual that meets and/or exceeds OSHA Standards.

32. Hazardous Material Storage
    - Haselden shall maintain a list of all hazardous material on the jobsite and MSDS will be stored on site.
    - A written approval shall be obtained from the Snowmass/Wildcat Fire Protection District and TOSV Chief Building Official for all hazardous material stored on site.

33. Temporary Heating
    - If temporary heating will be used at any stage of the project, proper documentation will be provided to the Snowmass-Wildcat Fire Protection District for approval.
    - All International Fire Codes, including Section 1043, will be strictly followed regarding the type of temporary heating equipment being used.

34. Portable Fire Fighting Components and Standpipes
    - Haselden Construction will provide fire extinguishers as required by Haselden's safety manual and OSHA Standards.
    - Temporary or permanent water supply shall be operation prior to combustibles being installed at the project site.
    - Standpipes will be installed in stairwells as required.

35. Emergency Access and Evacuation
    - Emergency access in and out of Town shall be maintained at all times.
    - Appendix A identifies the access for emergency vehicles.

36. Site Signage
    - All site signage displayed at the project shall be approved by TOSV.
    - Informational project sign shall be displayed at project perimeter including project address, building permit number, site safety information and 24 hour contact information.

37. Off-Site Debris / Dirt Disposal
    - Debris / dirt disposal, when needed, will be remove from the jobsite to an offsite location undetermined at this time.
    - All debris containers shall be properly covered prior to exiting the project site.

38. Asphalt Installation / Repair
    - For any asphalt repairs/installation within the Public Right of Way, a permit from the Town of Snowmass Village will be obtained before work begins.
39. Work in Right-of-Way
    - Haselden Construction would like to meet with the Town of Snowmass Village to identify if/any work in right-of-way will occur.

40. Hoisting / Overhead Crane / Rigging
    - Final crane locations shall be determined during final CMP and building permit application process.

PHASE 1A
Site Logistics

Note: For general illustration of construction access and staging. Detailed site logistics plans shall be developed and approved during the building permit process.

Second construct new retaining wall and road

First Construct Lower Road to Create Access to parking lot

Temp Bank Access

BUILDING 1A

SNOWMASS CENTER REDEVELOPMENT

SNOWMASS VILLAGE, COLORADO

SITE PLAN

NORTH

0 10' 20' 40'

ORIGINAL SCALE: 1"=20'

DESIGN WORKSHOP
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PHASE 1A
Site Logistics

Note: For general illustration of construction access and staging. Detailed site logistics plans shall be developed and approved during the building permit process.

BUILDING 1A

Re-Grade
Road/ Utilies

Dead-end

SNOWMASS CENTER REDEVELOPMENT
SNOWMASS VILLAGE, COLORADO

SITE PLAN

NORTH
0 10' 20' 40'
ORIGINAL SCALE: 1"=20'

DESIGN WORKSHOP
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PHASE 1b Garage Site Logistics

Note: For general illustration of construction access and staging. Detailed site logistics plans shall be developed and approved during the building permit process.

BUILDING 1A

Garage Construction

Dead-end

Dead-end

Dead-end

SNOWMASS CENTER REDEVELOPMENT

SNOWMASS VILLAGE, COLORADO

SITE PLAN

NORTH

0 10' 20' 40'

ORIGINAL SCALE: 1"=20'

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Note: For general illustration of construction access and staging. Detailed site logistics plans shall be developed and approved during the building permit process.

Dead-end

PHASE 2B

Dead-end

Temp Dead-end

PHASE 2A

SNOWMASS CENTER REDEVELOPMENT

SNOWMASS VILLAGE, COLORADO

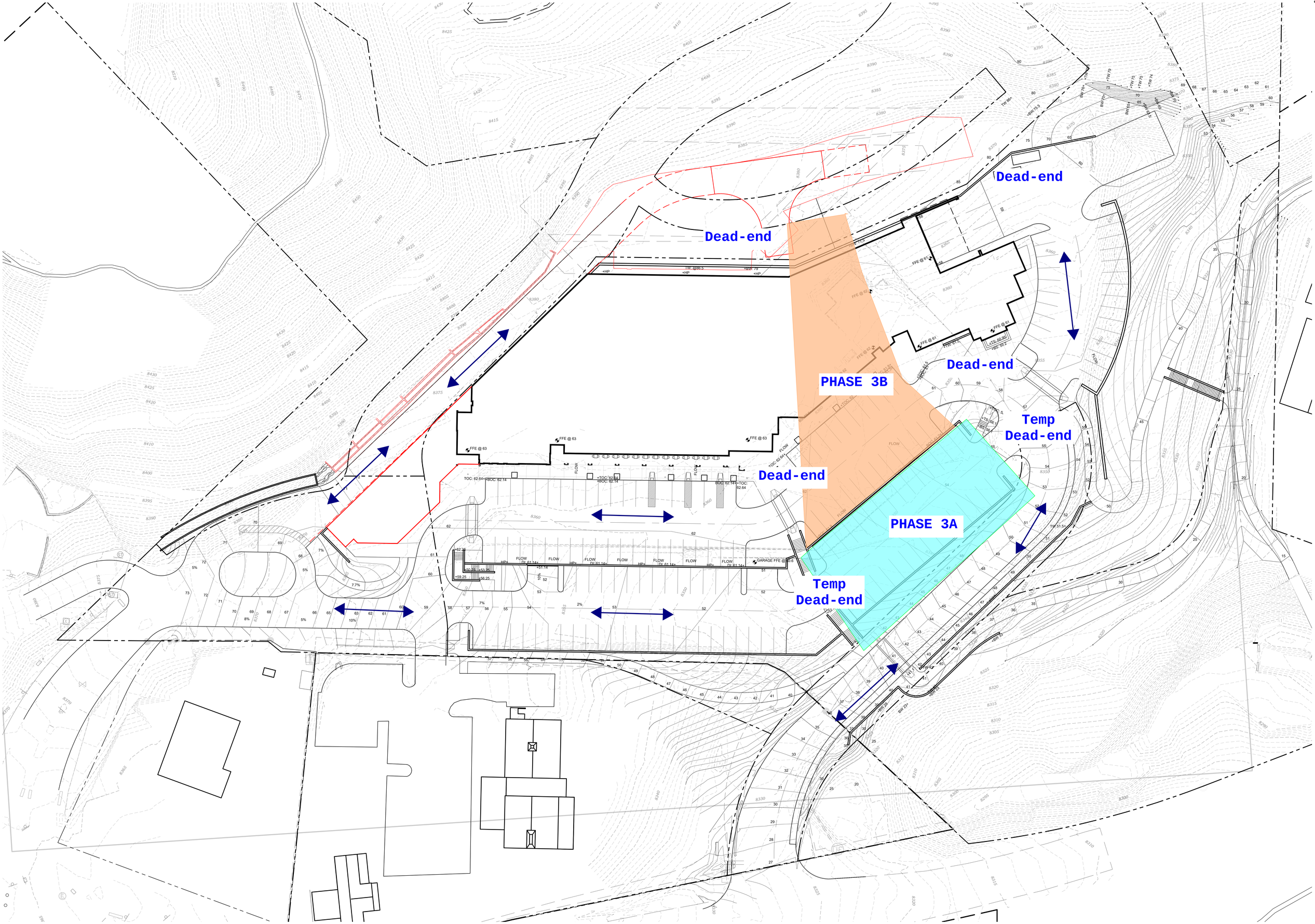
SITE PLAN

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ORIGINAL SCALE: 1"=20'

DESIGN WORKSHOP
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Dead-end
Dead-end
Dead-end
Dead-end
Temp
Dead-end
Temp
Dead-end
PHASE 3B
PHASE 3A
FFE @ 63
FFE @ 62
FFE @ 61
FLOW
+HP
TOC: 62.64
BOC: 62.14
GARAGE FFE @ 50.8
TW 51.5
BW 50.5
TW 60+
BW 59.5
TW 61.5
BW 60.5
TW 79
BW 78.5
TW 74
BW 73.5
TW 75
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BW 78
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TW 80+
BW 79.5
TW 80+
BW 79.5
TW 80+
BW 79.5

Note: For general illustration of construction access and staging. Detailed site logistics plans shall be developed and approved during the building permit process.

Dead-end

Dead-end

Dead-end

PHASE 4 - demo front/ tasters/ hardware/ build new

SNOWMASS CENTER REDEVELOPMENT

SNOWMASS VILLAGE, COLORADO

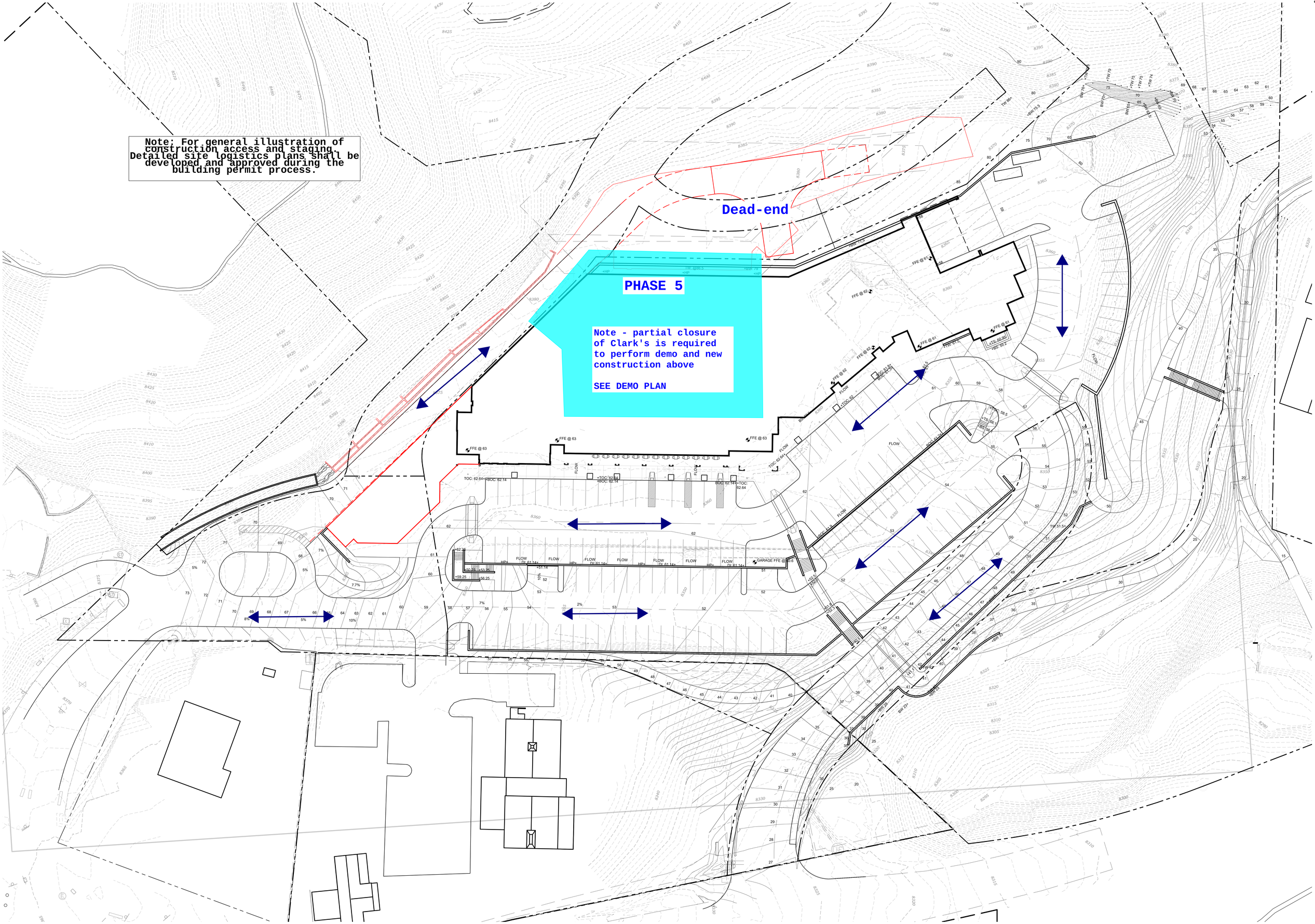
SITE PLAN

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SNOWMASS CENTER REDEVELOPMENT

SNOWMASS VILLAGE, COLORADO

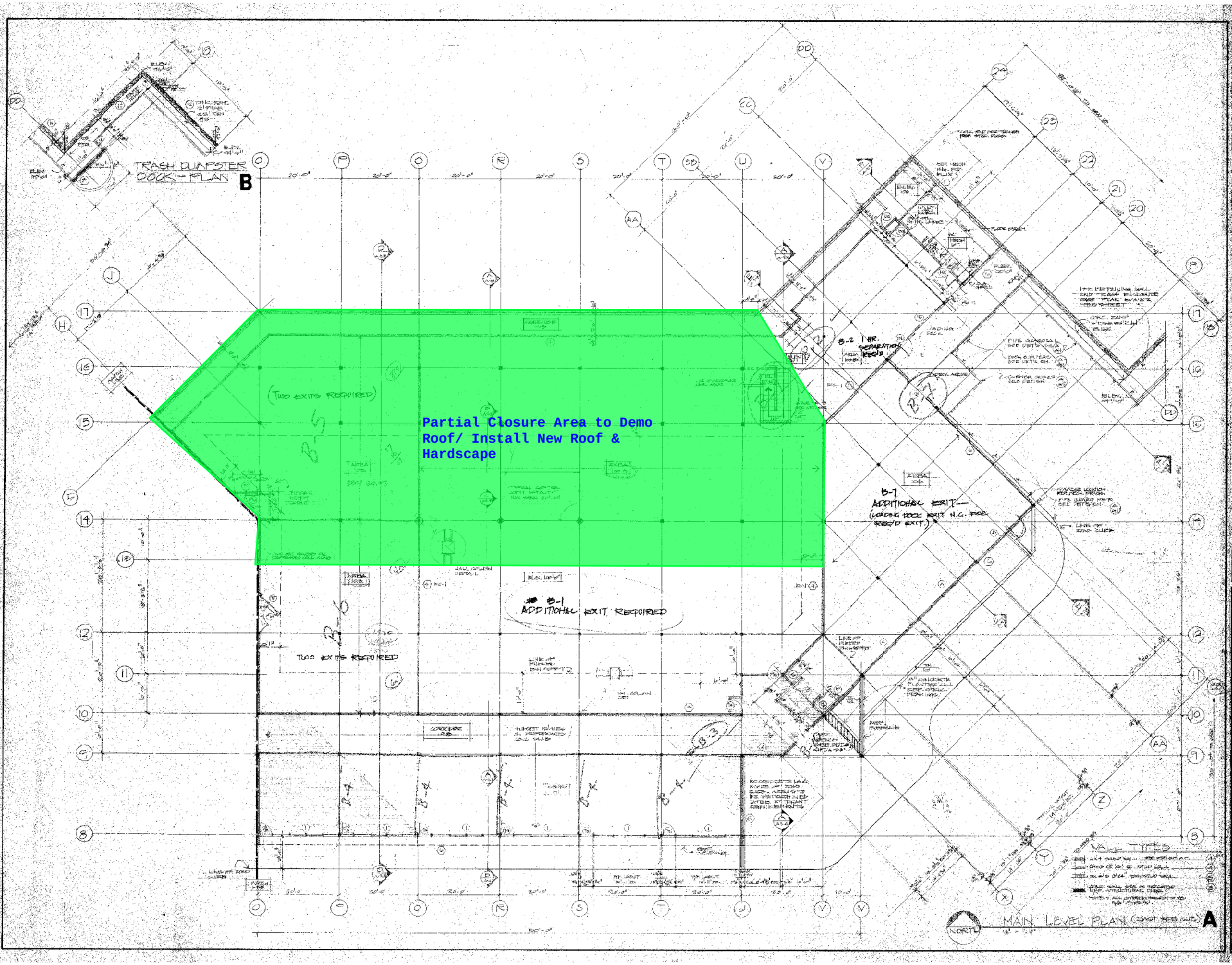
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350

benedict · mularz · associates inc.
architects planners engineers
p.o. box 40 aspen, colorado 81611 303.925.3481

MAIN LEVEL PLAN (basement)
SNOWMASS CENTER
SNOWMASS VILLAGE, COLORADO

A-2.2

HASELDEN
HOSPITALITY CONSTRUCTORS

Snowmass Center Redevelopment
Construction Schedule
September 27, 2024

		Month																								
Phase	**Description**	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
Phase 1A - Part 1 Turn Around Road & Retaining Walls		1	2	3	4	5																					
Phase 1A - Part 2 Parking Lot & Lower Road				1	2	3	4	5																			
Phase 1B - Garage	14,609 gba down/ 14,609 gba roof parking					1	2	3	4	5	6	7	8	9	10	11	12										
Phase 2 - Addition/ Civil	14,500 gba addition (C&S only)																1	2	3	4	5	6	7	8	9	10	11
Phase 3 - Center Connector	6,696 gba addition (C&S only)																										
Phase 4 - Addition	31,669 gba addition (C&S only)																										
Phase 5 - Clarks	19,528 gba Existing - Demo 1/3 of Roof/ Reroof/ 1/3 new structure/ Roof Plaza on Existing Structure																										

		Month																															
Phase	**Description**	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58
Phase 1A - Part 1 Turn Around Road & Retaining Walls																																	
Phase 1A - Part 2 Parking Lot & Lower Road																																	
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Phase 3 - Center Connector	6,696 gba addition (C&S only)		1	2	3	4	5	6	7	8	9	10	11	12	13																		
Phase 4 - Addition	31,669 gba addition (C&S only)												1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17				
Phase 5 - Clarks	19,528 gba Existing - Demo 1/3 of Roof/ Reroof/ 1/3 new structure/ Roof Plaza on Existing Structure																									1	2	3	4	5	6	7	

Note - phasing & duration of construction may change depending on final design & construction start

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Strategic Services

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Aspen, Colorado 81611
970.925.8354
designworkshop.com

MEMORANDUM

To:	Jordan Sarick, Eastwood Snowmass Clint Kinney, Town Manager, TOSV
From:	Design Workshop (Richard Shaw, Darla Callaway) Representing Eastwood Snowmass Investors
Date:	September 9, 2024
Project Name:	Snowmass Center Eastwood
Project #:	5446
Subject:	Snowmass Center Access, Circulation and Transit Objectives

---

Representatives from the Town of Snowmass and Snowmass Center Eastwood met on September 9th to discuss objectives for access, circulation, parking, pedestrians and transit improvements to the Snowmass Center and the residential parcels 2, 3 and 4. Representatives included:

Town of Snowmass
Public Works Director, Anne Martens
Town Engineer, Mike Horvath

Snowmass Center Eastwood
Design Workshop, Richard Shaw and Darla Callaway
Sopris Engineering, Colby Cristoff

Design Criteria, Constraints and Objectives
The following project objectives and existing conditions were discussed and clarified to guide evaluation of alternatives prepared on behalf of the TOSV and the redevelopment of the Snowmass Center.

Access, Circulation and Parking

1. Create a main street concept with the a ~~main~~ road leading to the core area where it naturally allows convenient trips to the grocery store and post office. The location of parking and amount of climbing to access entries should be considered.

2. Provide favorable access at intersections to the land use with the most trips generated per engineering standards.

3. Provide access to the Snowmass Center which is an existing use and an approved expanded project. The road network provides access to parcels 2, 3, and 4 residential sites. The road network provides access to the Town Hall and the Draw residential sites.

4. Organize the traffic flow to allow parking to fill in an intuitive way for the commercial land uses and take into consideration the limitations of the grade on the site.

5. Provides access to the Alpine bank consistent with the current easement and matching the property line at elevation 58.5.

6. Provide approximately~~t least~~ 200 parking spaces to serve the Snowmass Center. ~~without increasing the number of structured parking spaces or cost~~. Shared parking will be considered.

7. Provide the separation of the auto traffic and transit traffic and minimize traffic interactions for buses.

8. Provide for intersections and road grades standards found in the land use code with some exception allowed when beneficial. Town hall access should not exceed 14% (with snowmelt). Intersections grades should not exceed 5% and 8% at the approach. Winter maintenance will be necessary. Walls more than approximately 20' are not desired. Wall heights and character should be similar or better than the existing roundabout walls (soil nail with veneer). Deviations from town standards will be considered if beneficial to the long-term function of the commercial and residential uses.

9. Provide accessibility to the transit stop for the Draw site, Parcels 2,3,4, and the Snowmass Center. Limits to the uphill climb from the transit to the residential sites need to be realistically evaluated.

10. Separate pedestrian and auto/bus conflicts as much as is possible. Pedestrian movement should be prioritized over vehicle. The speed limit in the Center will be between 10 and 15 mph per previous approval and current experience.

11. Stay within the existing property boundaries adjacent to the Conaco property matching grades at the property line as much as possible. ~~The TOSV is willing to revisit~~ M~~m~~inor encroachments with the adjacent property owners should be revisted, if there is a public benefit and a better long-term solution.

~~12.~~ Attempt to avoid the structural features of Town Hall that a new access is likely to alter. ~~to the greatest extent possible.~~

12.

13. Two-way circulation and 90 degree parking generates a greater number parking spaces for the Snowmass Center. It also allows for the 22' fire lane along the front of the Snowmass Center.

14. Organize long-term safe access for all stakeholders.

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Pedestrians and Transit

15. Transit serves everyone and all land uses including the commercial and residential. The TOSV may consider a combined transit node with the Snowmass Center redevelopment as opposed to adding a new transit route to the residential but routing for new routes should be considered for possible future expansion. ~~.~~

16. Provides bus loading for 3 town shuttle buses (4 is preferred) with space accommodated waiting enroute. Buses should not be waiting in traffic. Transit should not drive through parking lots in permanent or interim construction conditions. It is preferred that pedestrians access transit without crossing traffic. If crossings are necessary, crossing the residential road is preferred because it generates fewer trips per day.

17. Provide bus transportation that avoids the left turn on Brush Creek Road during peak hours where the level of service is poor.

18. Meets the sidewalk grades and pedestrian bus loading desirable grade standards. Provide enough pedestrian waiting area for the forecast volume of bus riders.

Construction and Phasing

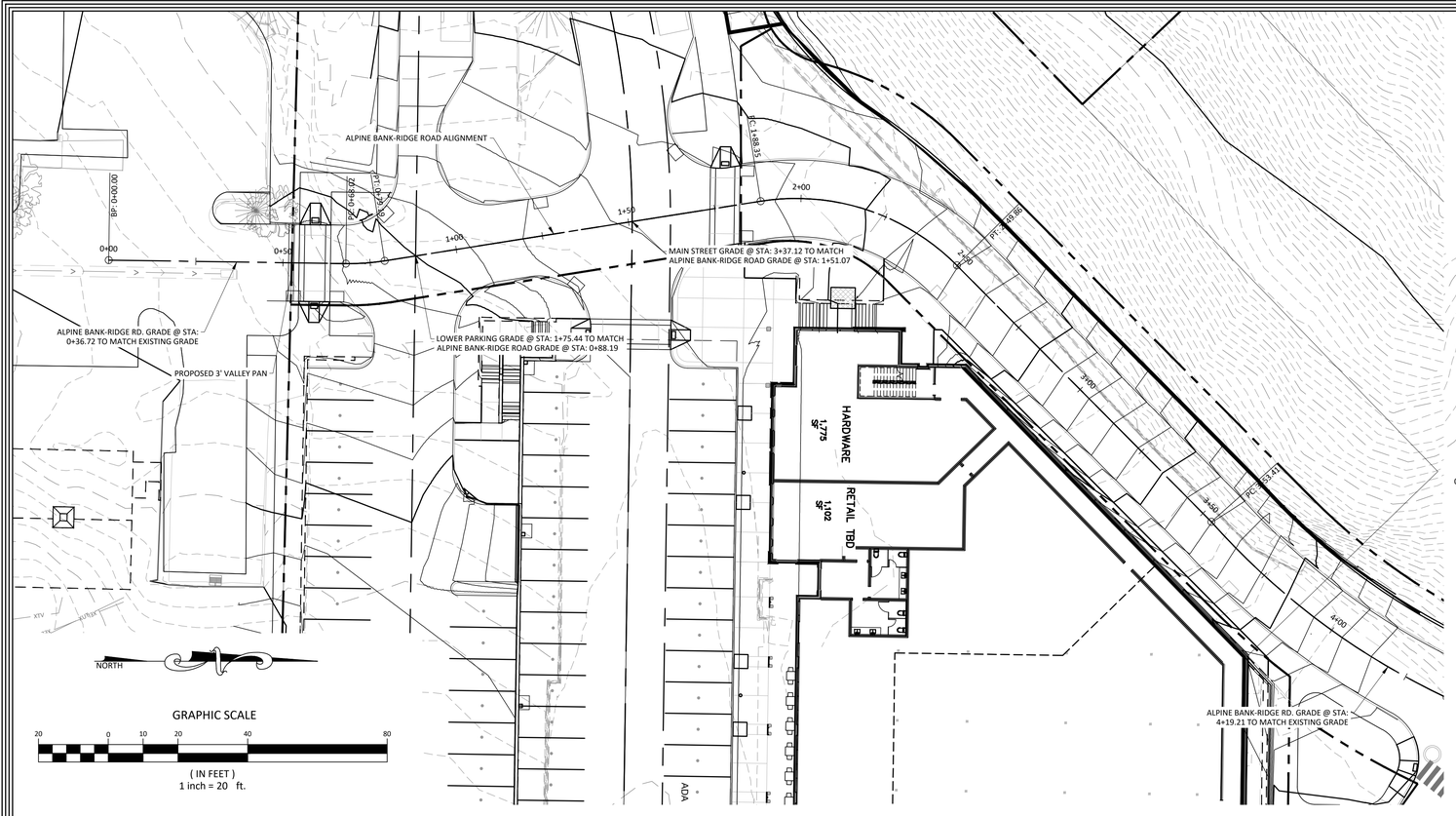
19. Provide for independent developments to allow for orderly construction and occupancy with separate timing. As understood today, the SMC would likely be the first project undertaken. Construction impacts and temporary conditions should be safe for all users and provide a level of service no less than exists in today's condition.

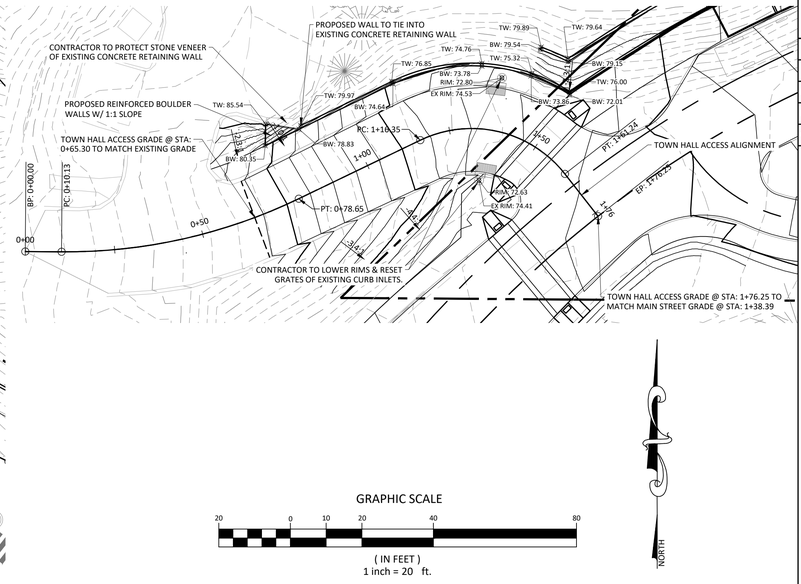
20. Identify an interim transit solution that allows the TOSV to construct the road network to the residential in a later phase.

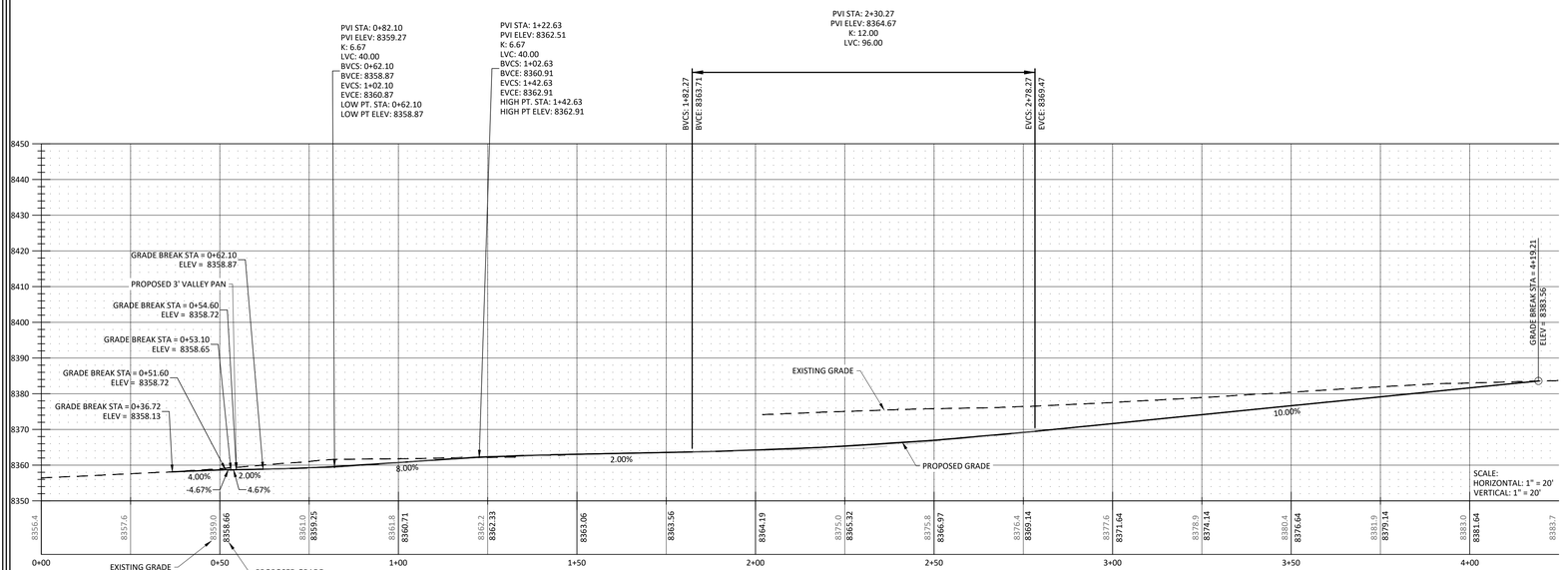
21. To keep existing tenants in place, the Annex will remain in an interim condition while the eastern building is constructed. Provide for the possibilities of phasing that allows the logical construction and management of the tenants moves. This is a limiting factor with the remodeling of the existing uses and available space to maintain parking during on-going construction. Phasing shall be examined to achieve final transit layout as soon as possible within the project.

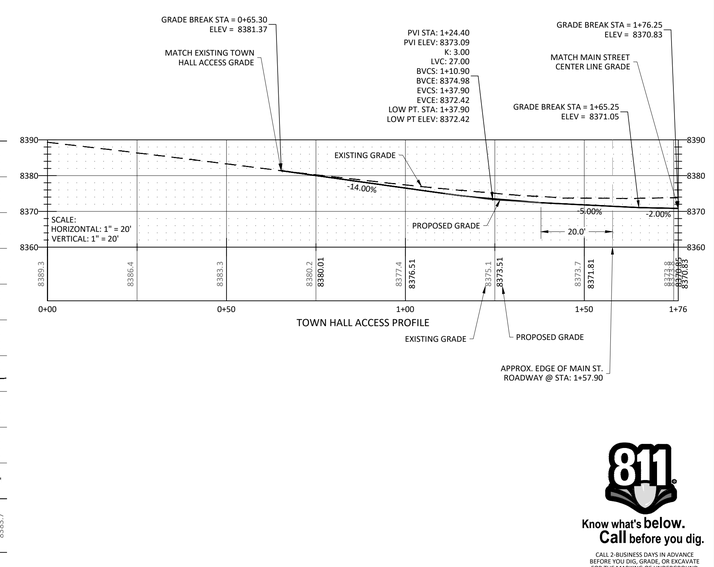
22. Provide fire protection to the Center with access compatible with the Type IV construction standard for the front and rear of the center. This will be required throughout construction and final operation of the Center.

23. Avoid excessive additional costs for the road network with alignment that involves excessive grading and retaining walls. There is both cost and visual appearance that need to be balanced with topographic disturbance.









SOPRIS ENGINEERING LLC
502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
(970) 704-0311 • soprisengineering.com

DATE:	11-11-24	
JOB NO.	18127	
DESIGNED BY	XXX	00/00/00
DRAWN BY	XXX	00/00/00
CHECKED BY	XXX	00/00/00

SNOWMASS CENTER REDEVELOPMENT
TOWN OF SNOWMASS VILLAGE, COLORADO

MINOR PUD AMENDMENT

REGIONAL STAMP

DATE	REVISION
00/00/00	XXX

TITLE
ROAD PLAN & PROFILE 4

DRAWING NO.
C-2.4

811 Know what's below. Call before you dig.
CALL 2 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG, GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES

G:\2018\18127 SNOWMASS CENTER\CIVIL\CIVIL DWGS\PLOT\18127-C2.6 GRD.DWG - Nov 11, 2024 - 9:47am

Mr. Clint Kinney, Mr. Dave Shinneman and Mr. Brian McNellis
Town Manager and Town of Snowmass Village Community Development Department
130 Kearns Road, P.O. Box 5010
Snowmass Village, CO 81615

December 27, 2024

RE: Snowmass Center PUD Amendment

Dear Mr. Kinney, Mr. Shinneman, and Mr. McNellis,

On behalf of Eastwood Snowmass Investors, please accept this final letter outlining responses to questions and discussion topics raised during the December 16th Town Council review of the Snowmass Center Minor PUD Amendment. This letter addresses:

- Proposed community gathering spaces
- Traffic patterns and parking
- Restaurant tenant space
- A cost sharing summary
- Vested Property Rights
- The applicant's response to the proposed conditions of approval

Community Gathering Spaces
In May of 2024, the Town of Snowmass Village provided feedback to the applicant that the design for the redevelopment of the Snowmass Center shall include a high-quality community gathering space that truly enhances the character of the Village. The applicant remains committed to providing this space in the proposed PUD Amendment as described by the town. In addition, the applicant has proposed a variety of public spaces to address diverse community needs and elevate the pedestrian experience at the Center. Specifically, the proposal includes the following characteristics, which have been updated since the Council meeting on December 16, 2024.

- The May 2024 letter required that the community gathering space be centrally located on the ground level in a prominent location, available for year-round use, include space for a bulletin board, and designed to work with a nearby coffee vender, or other types of food and beverage operations offered by the Center. The space as designed meets all of these characteristics - the space is adjacent to the grocery store which is anticipated to have prominent food and beverage space and is in close proximity to the Post Office. In the original PUD Amendment proposal, this space measures approximately 775 sq. ft. Based on council's feedback, the design is proposed to increase to 990 sq. ft., facilitating spontaneous community interactions, a community bulletin board, and comfortable places to sit. Shopping cart storage is not planned to be in the community gathering space – this will be located inside the store. The community gathering space is integrated into a pedestrian and community friendly streetscape by an additional 970 sq. ft. of covered outdoor seating. Modified plans will be presented at the January 6th Council meeting.

- The total pedestrian streetscape is 9,300 sq. ft. with enhanced landscaping, trees, bike racks, integrated seating, and lighting. As previously described, adjusting parking to angled spaces would

reduce the area available to pedestrians and significantly detract from the goal of creating a community friendly streetscape.

- A new idea for public space at the Center is a rooftop gathering area proposed on the upper level. The rooftop space is designed to be flexible for future tenants, encourages food and beverage operations by providing inviting outdoor seating, and has a direct connection to the future residential units. The size of the rooftop gathering space is approximately 18,500 sq. ft.

The existing Center only includes a 1,682 sq. ft. hallway which was never designed for community gathering. The existing 6,818 sq. ft. sidewalk areas are functional, but do not enhance the pedestrian experience. The proposed plan includes thoughtfully designed indoor community gathering space, outdoor seating, enhanced pedestrian streetscape, and a rooftop gathering area, creating a significant community hub at the Center. The proposed areas dedicated and designed for pedestrians total over 29,500 sq. ft. and are a significant improvement as compared to the existing conditions.

Traffic Patterns and Parking

As discussed in the December 16, 2024 Council meeting, there are key limitations related to adjusting the parking and traffic flow. If the head-in parking is adjusted to angled-parking, the sidewalk in front of Clarks is reduced from 10 feet to just over 5 feet in width. This is due to increased stall lengths for angled parking and the Fire Marshall's requirement that the center drive aisle be increased from 23 to 24 feet in width in angled parking conditions. This has a significant negative impact on the overall functionality and pedestrian enhancements at the Center. The applicant does not support adjusting the parking to angled for this reason. In addition, the increased drive lane width for angled parking and one way traffic flow will encourage speeding and decrease the safety of the Center for all visitors.

Restaurant Tenant Space

The draft Ordinance includes a requirement for two spaces to be "ready equipped" for a restaurant use. This is a condition the applicant cannot agree to given the impacts on financing, the deviation from the existing approval, and the ambiguity related to the requirement. The Snowmass Center has had restaurant tenants throughout its history – the team cannot think of any time the Center lacked a restaurant tenant. Additionally, since Eastwood Snowmass Investors purchased the Center, the Center has seen multiple restaurant tenants, and has actively worked with the restaurant tenants to understand their long-term plans for their spaces and associated needs.

The applicant understands the desire for restaurants at the Center and shares the town's goals that the Center be a vibrant place that meets the commercial needs of the Snowmass community. The Center is a place for the Snowmass community, providing the key commercial services a fully functioning community needs – including a place to buy groceries, mail packages, house small businesses, and get a bite to eat. The building has been designed to accommodate food services at the grocery store and at spaces on the upper levels. This includes considerations related to venting and the location of deck spaces that could function as outdoor restaurant seating.

The existing PUD Approval includes specific requirements related to the permitted uses at the Center, which was negotiated and determined by Town Council as part of the approvals in 2020. This allows all uses that are permitted in the MU-2 zone district, including a restaurant. Requirements related to tenants beyond the grocery store and Post Office were not included in the original approval because the Council understood that too many limitations would render the approval impossible to finance and subsequently

build. Section III.A.7.a of the recoded PUD Guide identifies the specific commercial land uses that are permitted at the Center. This condition is one the applicant continues to support and intends to include as part of the updated final PUD Guide:

> *"Commercial Uses. All uses allowed in the MU-2 zone district are considered permitted uses, and are subject to rules of general applicability adopted by the Town. There shall be no prohibition on Commercial Uses allowed on this Parcel. Community-based commercial uses, including the following are expressly permitted by right: Medical and dental offices; Professional offices; Real estate offices; Grocery stores; Post Office; Drug stores and pharmacies; Cleaners; Liquor stores; Restaurants, cafes, and coffee shops; Financial institutions; Other professional and service-based retails, services, and offices; Other similar types of community-based uses."*

The applicant is able to maintain the existing approval allowances and limitations related to the commercial spaces, and has included requirements from the contract purchase agreement related to tenants with 1,500 sq ft of space being offered long-term lease extensions. The applicant cannot agree to this condition which will impact the functional ability to move forward with the redevelopment.

Cost Sharing

The applicant team has continued working diligently with town staff to address cost sharing solutions to enable the eventual sale of the land above the Center to the Town for the purposes of affordable restricted housing. As part of the applicant's development of the transit center, a portion of Rim Road is proposed to be developed in the final condition to provide a connection to the future residential units. The applicant has agreed to share these costs with the town. Additionally, to account for infrastructure that will be located within the redevelopment area of the Center and to the benefit of the residential units, the town has agreed to share these costs. Please refer to C-0.0, Cost Sharing Exhibit for areas of developer, town, and shared cost responsibilities.

Vested Property Rights

The applicant requests ten (10) years of vested rights in order to complete construction level drawings, submit for permit, and work with tenants to coordinate construction. This is the same amount of time that was approved at the initial PUD approval and is needed to ensure a successful project. As explained in the prior Town Council meeting, the applicant nearly started over from zero with the redesign it has embarked on in response to the Town's request last February to purchase the residential lots for affordable housing purposes. It is fair to have the vested property rights period start over as well.

Applicant's Response to Conditions of Approval:

1) *Any building permit submitted prior to July 1, 2025 shall be subject to the 2015 International Building and Fire codes as determined in the Final PUD approval. After July 1, 2025 the most recent and updated codes adopted by the Town shall apply.*

   This condition is understood and will be incorporated into the Amended PUD Guide and other Development Documents as required by the Town and the Fire District to ensure it is memorialized for the entire PUD.

2) *The uncovered sidewalk in front of the new Clark's storefront shall be no less than 10' wide with bollards or another separation system to accommodate unobstructed pedestrian movement along the streetscape.*

This condition is understood and is met in the proposed condition of head-in parking and a 23-foot drive lane. This 10-foot sidewalk is in addition to the 8-foot covered area outside of Clarks Market. We believe this sidewalk and outdoor space will provide an exciting and well-used amenity space for the community at the Center.

The town's May 20th, 2024 letter to the applicant states, "*The design shall include a pedestrian and community friendly streetscape that invites a town center feel to the extent possible…*" and "*a one-way travel lane on the upper travel area is preferred, but not required if it would detract from the foregoing goals.*" As discussed further in Condition 30 below, if angled and/or one-way traffic is implemented, this 10-foot sidewalk condition cannot be met due to the required parking space and drive lane dimensions. Please refer to Exhibit 1, which illustrates the reduced sidewalk conditions.

~~*3) The applicant shall introduce an architectural element that is iconic in nature to define the Snowmass Center as a significant landmark that enhances and blends with the existing character of Snowmass Village as a world class ski destination - for review and consideration by the Town Council.*~~

The applicant is requesting this condition be omitted to account for the architectural plans as proposed and further revised in response to the comments we have received. As discussed in the Planning Commission and Town Council meetings, we believe the new Center with a two-story community gathering element provides an iconic architectural feature. The centrally located community gathering space is prominently positioned on site and distinctive in its program and aesthetic, clearly serving as an appropriate community landmark and building upon the character of Snowmass Village.

4) *The 2nd story of the main entry vestibule shall incorporate the ability to enclose the space as needed during inclement weather.*

This condition is understood and the ability to enclose the space with coverings of some form is anticipated to be incorporated into the design. This detail will be provided as part of the building permit application.

5) *The final design of the interim and final transit center shall be reviewed and approved by the Town of Snowmass Village prior to recording of final plat documents.*

This condition is understood and is consistent with the ongoing conversations our team has had with staff. In early September, the Applicant and Town's engineering team developed the Snowmass Center Access, Circulation and Transit Objectives which included goals for the transit center. These objectives were developed in collaboration, and a copy of this included as Exhibit 3, inclusive of the redlines provided by staff to those Objectives.

~~*6) The applicant shall continue to work with the Public Works Department to sufficiently address the issues raised in their October 31, 2024 memorandum and attached as Exhibit B.*~~

The applicant team has had consistent communication with staff regarding these items and is continuing to work with Public Works to ensure these items are adequately addressed. We believe the comments in the letter have been addressed through these conversations and detailed updates of the plan documents, and for this reason request this condition be removed.

7) *The transit center shall be constructed and completed by the applicant as part of the Snowmass Center redevelopment approved hereto and completed prior to Temporary or Final Certificate of Completion/Occupancy for phases 4 or 5 of the development as agreed to by the Town Manager or their designee. Until such time that the Town (or other ownership) improves Parcels 2, 3, and 4, the applicant shall grade the initial length of "Rim Road" behind the Snowmass Center during construction and of the final transit center to meet the eventual grade of the current access – not to exceed 10 percent grade.*

   This condition is understood and is incorporated into the cost sharing approach for Rim Road.

8) *It shall be the obligation of the applicant to maintain "Rim Road" behind the Snowmass Center (as well as the hammerhead turnaround) during and after construction of Parcel 1 for the purpose of fire access.*

   This condition is understood and is incorporated into the construction phasing plan. This condition requires emergency and fire access to all sides of the Center during construction and before Rim Court is constructed. Once the Town proceeds with development of any of Parcels 2, 3 or 4, this condition would no longer apply, and the Town would become responsible for maintaining Rim Road along with Rim Court. The applicant asks that this condition be revised to make it clear that the applicant's maintenance responsibility will cease once the Town proceeds with development of any of Parcels 2, 3, or 4.

9) *The applicant shall provide monetary security acceptable to the Town for the entirety of the utility improvements detailed and approved in the Subdivision Improvements Agreement and subject to the approval of the Public Works Department. Utilities shall be sized to accommodate no less than 130 units on Parcels 2, 3, and 4.*

   This condition is understood, and the utilities are sized to meet the 130 residential units outlined in the contract purchase agreement.

10) ~~*The construction management plan shall further detail the phasing of the project with the Community Development Department for review by the Town Council.*~~ *The construction management plan shall allow for the continuous and on-going operation of the grocery store during and throughout construction. The plan shall allow for partial closures as required by OSHA to ensure safety of employees and customers.*

   The proposed Construction Management Plan provides detail about the different phases of work and has been provided to the town. Therefore, the applicant proposes the first sentence be omitted as the continuous and on-going operation of the grocery store is accounted for in the construction management plan.

11) *The required Construction Management Plan shall address the mitigation of noise and air pollution during and after development as requested in the letter by Dunlop Environmental Consulting dated November 11, 2024 (Exhibit C).*

This is understood and the updated requirements identified by Dunlop Environmental Consulting will be incorporated into the final CMP.

12) *The applicant shall continue working with the Roaring Fork Fire Authority to address interim fire protection needs during and after construction. These requirements shall be specified in a document approved by the Fire Authority and shall be finalized at recording of the final plat documents.*

Conversations with the Fire Authority have continued throughout the process and the interim fire and emergency access plan, as well as fire hydrant locations, have been updated based on those conversations. We believe this condition has been met through these updates and anticipate they will be included as an exhibit in the amended PUD Guide.

13) *Town shuttle and delivery vehicle turning movements shall be approved by the Town of Snowmass Village prior to the recording of the final plat documents.*

This is understood and all turning movements have been reviewed prior to the application submission. Additional turning movement documentation, as needed by Public Works or the Transportation Departments can be provided as part of the recorded documents.

14) *Screening of headlights from delivery vehicles shall be incorporated in the west side delivery bays for the benefit of adjacent Woodbridge residents.*

To address this condition, the team reviewed the grade difference between the Woodbridge buildings and the delivery area. The site plan, shown below in Image 1, illustrates the location of Woodbridge in relationship to the loading dock. Vehicles parked in the loading dock will face north of rather than toward the Woodbridge buildings. In addition, the bottom of the stairs at the Woodbridge is located approximately at elevation 8,317. These are three story buildings, so are at an approximate height of 28 to 40 feet in height, meaning the highest point of the buildings are at an elevation of approximately 8,357. The grade of the loading dock is at 8,360, three feet higher than the highest roofs of the Woodbridge. This means that headlights will project well above the highest windows of the Woodbridge Condominiums. Additional trees will be added to the area in red to further enhance the vegetated hillside from the views of the Woodbridge Condominiums.

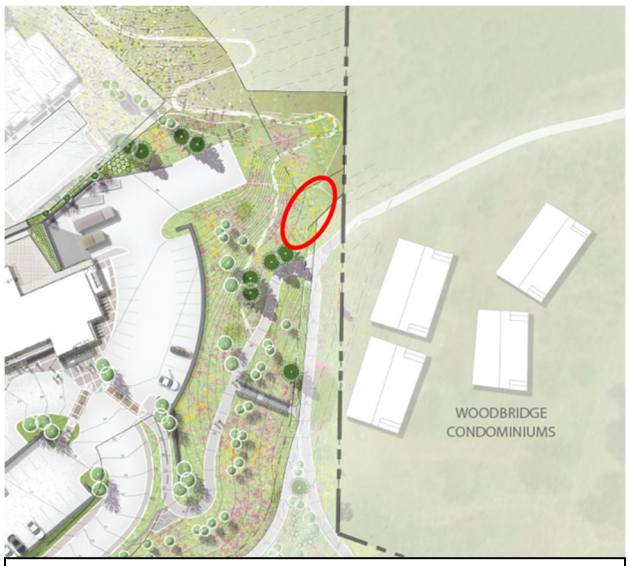


Image 1: Site Plan

15) *Safe pedestrian and bicycle access to the commercial entities in the Snowmass Center shall be provided throughout the duration of construction.*

This is understood and included in the CMP.

16) *The applicant shall ensure ADA access to and from the Transit stations in both the temporary and the final Transit Center Designs.*

This is understood and is included in the transit center design, as previously reviewed with staff.

17) *The interim and final transit center design shall incorporate space for shopping cart collection and bike racks.*

The transit center design has been modified to show shopping cart storage. Potential areas for shopping cart storage are also shown and are subject to change based on the operational needs of the grocery store. Please refer to Potential Shopping Cart Coral Locations exhibit. Bike storage is proposed near the transit center.

18) *Accessible and prominent space shall be made available for bike share stations within Parcel 1 or at the transit center as part of the interim and final design.*

This condition is understood, and Eastwood is already in communication with WeCycle about adding facilities to the existing Center.

~~19) *The parking plan shall be updated to include compact spaces located along the west side of the delivery route. Convert as many of the spaces on the east side to conventionally sized parking spaces as can be done within the site parameters. The Planning Commission is agreeable to a reduction of a few of the required parking spaces to meet this condition.*~~

An updated parking plan was shared at the Planning Commission and Town Council that includes a conversion of some of the compact spaces to conventional parking spaces and a reduction from 200 spaces to 196 spaces. Based on this change having been already made and the condition satisfied, the applicant requests that this condition be omitted as a condition.

20) *The parking plan shall be updated to include no less than 3 EV charging stations and shall accommodate the expansion of EV spaces in the future as needed.*

This is understood and will be included in the building permit.

21) *Any future building permit submittal shall include a wayfinding and detailed lighting plan and must be approved by the Community Development Department prior to issuance of a building permit.*

This is understood and will be included in the building permit.

22) *A detailed landscaping plan shall be included with any future building permit submittal with the intention of aesthetically enhancing the project while, screening the development, parking areas, loading areas, vehicles, and retaining walls as seen from Brush Creek Road. The plan shall be intentional as it pertains to water filtration and providing safety buffers as needed.*

A landscaping plan was included with the initial application, and additional landscaping to screen these areas as viewed from Brush Creek has been updated. Please refer to the updated landscaping plan dated December 27th, 2024. However, it is important to note that the proposed parking area is consistent in grading to what exists today, and the area includes a trail connection which limits the area available for additional landscaping. Image 2 identifies the anticipated additional landscaping to address this condition.



Image 2: Landscaping as seen from Brush Creek

23) *The veneer of the retaining walls associated with the new Upper Kearns and transit center shall match the roundabout (at the bottom of Upper Kearns, with Brush Creek) and be shown on revised PUD documents prior to submitting for a building permit.*

The existing approval for the Snowmass Center included extensive requirements related to retaining walls, and an approved set of board form concreate retaining walls. These are maintained in the proposed design. It is important to the applicant that the design and appearance of the retaining walls be consistent throughout the Snowmass Center project, as originally approved. The applicant remains opposed to changing the design of some of the walls to match the Brush Creek roundabout.

24) *4,000 square feet of space shall be reserved for exclusive use by the U.S. Postal Service for as long as the federal government chooses to locate at the Snowmass Center.*

This condition is required as part of the contract purchase agreement and updates the commitment from four years to as long as USPS wants to be a tenant at the Center.

~~*25) At least two of the new commercial spaces in the redeveloped Snowmass Center shall be ready equipped for restaurant operation upon Certificate of Completion/Occupancy.*~~ *The building will be designed and constructed in terms of utility capacity, opportunities for venting, and other infrastructure to accommodate food service within the grocery store and potential build-out by additional restaurant tenants on the second floor.*

The applicant will not agree to this condition, as it is inconsistent with the existing approvals, is overly prescriptive, and would create problems with commercial construction lending requirements. As discussed in the original PUD review, conditions related to commercial tenants make securing financing for construction very difficult and more expensive, potentially increasing the costs of rent for all tenants. As part of its purchase contract with the Town, the applicant has committed to offer each existing tenant with a space of at least 1,500 sq. ft. an option to extend their lease (whether in the existing Center or for a new space in the new Center) for not less than 10 years at fair market rental rates. This commitment is addressed in the proposed Amended and Restated Development Agreement submitted as part of the application. In addition, the existing PUD and zoning addresses the types of businesses, including restaurants, which are permitted at the Center.

Lastly, the Snowmass Center has always included restaurant tenants and intends to continue this food and beverage history. The significant increase in community gathering spaces are intentionally increased in size to encourage these types of tenants in the future. We believe the options for lease extensions, the physical design of the Center, and the outdoor seating spaces adequately address this concern and ask that this condition be modified as such.

26) *Town Hall Road Intersection – In order to ensure this development does not negatively impact surrounding development, this intersection with Upper Kearns Road shall be approved to the satisfaction of the Town Manager or their designee and all plans revised to show such improvements prior to recording of final plat documents.*

The proposed roadways provide updated access to Town Hall. This was a comment from Public Works, and the applicant team has worked to improve access to Town Hall. In early September, the Applicant and Town's engineering team developed the Snowmass Center Access, Circulation and Transit Objectives which included goals for the Town Hall intersection and clarified the proposed design would attempt to avoid existing structural features such as the parking area and retaining walls. The team prepared a summary of these Objectives and shared them with staff following the meeting, which is included as Exhibit 3 in this letter. In addition. Civil Sheet C2.4 addresses this intersection and is included as Exhibit 4.

Modification to the existing alignment of the Town Hall intersection has significant impacts on existing parking and retaining walls. To avoid these impacts, the proposed design ties into the existing intersection with a revised grading plan to allow for 2% cross slope of the intersection, 5% for 20 feet for cars stopped at the intersection, and a maximum grade of 14% to connect to existing conditions. The applicant is willing commit to a final design that meets these parameters, but is opposed to an open-ended condition that makes the entire design of this intersection subject to further approval based on non-specific and subjective criteria. Additionally, these parameters meet the goal of providing moderate grades to access the Center, residential above, and Town Hall.

The Applicant understands the Town may consider a reconfigured access alignment as part of future development of the Draw site.

27) *The applicant shall pay cash-in-lieu for the construction the soft "Rim Trail" connector for the actual construction cost determined at building permit submittal.*

This is understood and included in the proposed Amended and Restated Development Agreement submitted with the application.

28) *The boundaries between Parcels 1 and 6 shall be adjusted to include the entirety of the Rim Trail connector within Parcel 6 (dedicated open space).*

The applicant has proposed a lot line adjustment to meet this condition of approval. As part of making this lot line adjustment, additional edits to the PUD Guide memorializing the approved square footage rather than a Floor Area Ratio will be required.

29) *All utilities shall be sized to accommodate the connection to any future residential development on Parcels 2, 3, and 4 not to exceed 130 residential units.*

The is understood and the civil plans include utility stubs that are sized for 130 residential units.

~~30) *The applicant shall provide one-way traffic and explore angled parking along through the upper parking deck and access lane. Should one-way traffic be implemented and result in a reduced drive width, the applicant shall widen the pedestrian streetscape in front of the grocery store as afforded by the shortened lane width.*~~

The applicant will not agree to this condition. The team has reviewed this as requested by the Planning Commission and Town Council and has included Exhibit 1 illustrating the impacts to the sidewalk and parking lot if the parking configuration is changed.

Page 1 of this exhibit shows the current proposed parking area. This plan includes head-in parking that is 19 feet in length, and a 23-foot drive lane as required by the Fire District. This drive lane is acting as the required fire access to the Center, so it is not possible to reduce the overall drive lane width. This configuration allows for a 10-foot sidewalk in front of Clarks.

Pages 2 and 3 of the exhibit show the parking area with angled parking. Angled parking requires a parking space depth of 21 feet per town code, and a drive lane of at least 24 feet to meet fire access requirements. If angled parking is implemented, the sidewalk would be reduced to 5.5 feet. Additionally, moving to one-way traffic is not advisable because the drive lane width is required to be 24 feet to meet Fire District requirements, which in a one-way condition would encourage speeding.

Because of the significant negative impact on the sidewalk and pedestrian space at the Center, and the potential safety issues created by one way traffic, the applicant intends to proceed with the head-in parking as proposed and will ask the Town Council to approve the current proposed design.

~~31) *The applicant shall provide a covered connection between the grocery store and post office. This area shall include pedestrian and landscape elements such as outdoor seating, fire pit, public art space, etc. to encourage connectivity between these areas. Plans for this area shall be submitted to the Community Development staff for approval prior to the Building Permit. If such plans are not approved administratively the applicant may appeal the decision to the Town Council.*~~

The applicant will not agree to this condition. It is important to note that it is not possible to create a fully covered walking area between the grocery store and the post office due to their location in the updated

building. A fully covered walking space would inhibit retail functionality and create adverse effects on solar exposure, street trees, and interior daylighting. The grocery store will remain in its current location and expanded, and the Post Office will be moved, as required by USPS, to a new space immediately adjacent to the loading docks. Between these spaces is a commercial space anticipated to be Sundance, as well as exterior stairs up to the second level of the building and the new community outdoor space. Importantly, the location of these tenants is consistent with the exiting approved PUD.

While the design is different than exists today, the updates to the spaces and the creation of new spaces for community members to be together indoors and outdoors provides additional opportunities for community members to have casual conversations as they see each other at the Center. The Center is a critical community hub in the Village, and this has been a driving force in the overall design approach and can be seen in the new spaces created.

32) ~~*Prior to building permit submittal,*~~ *The applicant shall provide updated documents as amended by this Minor PUD Amendment to be reviewed and accepted by the Community Development Department with the recording of the amended subdivision plan. The effectiveness of the Town Council's final approval Ordinance is conditioned on the applicant and the Town's staff agreeing to the final form of all required documents to be recorded with the amended plat. If agreement cannot be reached, then the approval Ordinance will be considered void and the existing PUD approval for the Snowmass Center will remain in effect.*

The applicant intends to provide updated documents consistent with the approval of the Minor PUD Amendment to be recorded with the plat, rather than wait until building permit submittal. It is important to the applicant, and we also be believe to be in the Town's interest, that all the governing documents be agreed to and recorded as part of the amended final plat recording. The applicant will also want to make sure the final approved Ordinance acknowledges that if the Town and the applicant are not able to agree on and record the final approval and amended Plat documents that the approval will become void and the existing PUD approval and governing documents as currently recorded will govern development of the Snowmass Center. The applicant asks that this condition be revised as provided above.

33) *Any condition approved by the existing PUD approval (Ordinance No. 17 of 2020) and not modified by this approval, shall remain an obligation of the applicant or subsequent owners.*

This condition is understood, and the team will coordinate with staff to ensure a clear understanding of which conditions remain in effect. It will be in both the applicant's and the Town's interest to carefully review the Ordinance from 2020 as compared to the new approval Ordinance and make sure that any inconsistencies are properly reconciled to avoid confusion in the future about which Ordinance governs a particular issue.

~~*34) Should outstanding issues arise from this expedited planning review process (i.e. plans or documents), the Town of Snowmass Village reserves the right to require changes from the applicant. Should the applicant disagree with said changes, they reserve the right to appeal the decision to the Town Council for further consideration.*~~

This condition is overly broad and vague and the applicant cannot agree to this condition. Giving the Town the right to revisit the approval and insist on changes from the applicant in the future would largely undermine the idea of having a final approval and the applicant's resulting vested property rights. We

believe we have worked to address comments raised in the review process and are committed to continuing to coordinate with town staff as we work through the Town Council approval process. Additionally, the requirement to have finalized approval documents recorded with the amended plat is already addressed in other conditions. We request this condition be removed.

35) *Vested rights shall be granted for this Site-Specific Design Review for a period not exceeding 6 years from the date of recordation of this resolution of approval.*

The applicant will require a vested property rights period of 10 years to ensure adequate time for the Snowmass Center and residential projects to move forward. Based on the nuances of this proposed approval and that fact that it will not truly come into effect until the amended plat and revised development documents are recorded, we also request that the 10-year vesting period commence with recording of the amended plat.

The team looks forward to the conversation with Council on January 6th to review these conditions and the additional information. We want to again thank you and the entire town staff for the continued collaboration on this project to help move this approval and the subsequent sale forward. We believe that the sale of the upper parcels to the town for restricted housing will help address the critical housing needs in the community, and this amendment will create a vibrant new town center for the entire community. As always, please don't hesitate to reach out with any questions.

Sincerely,

Jessica Garrow, FAICP
Principal, Design Workshop

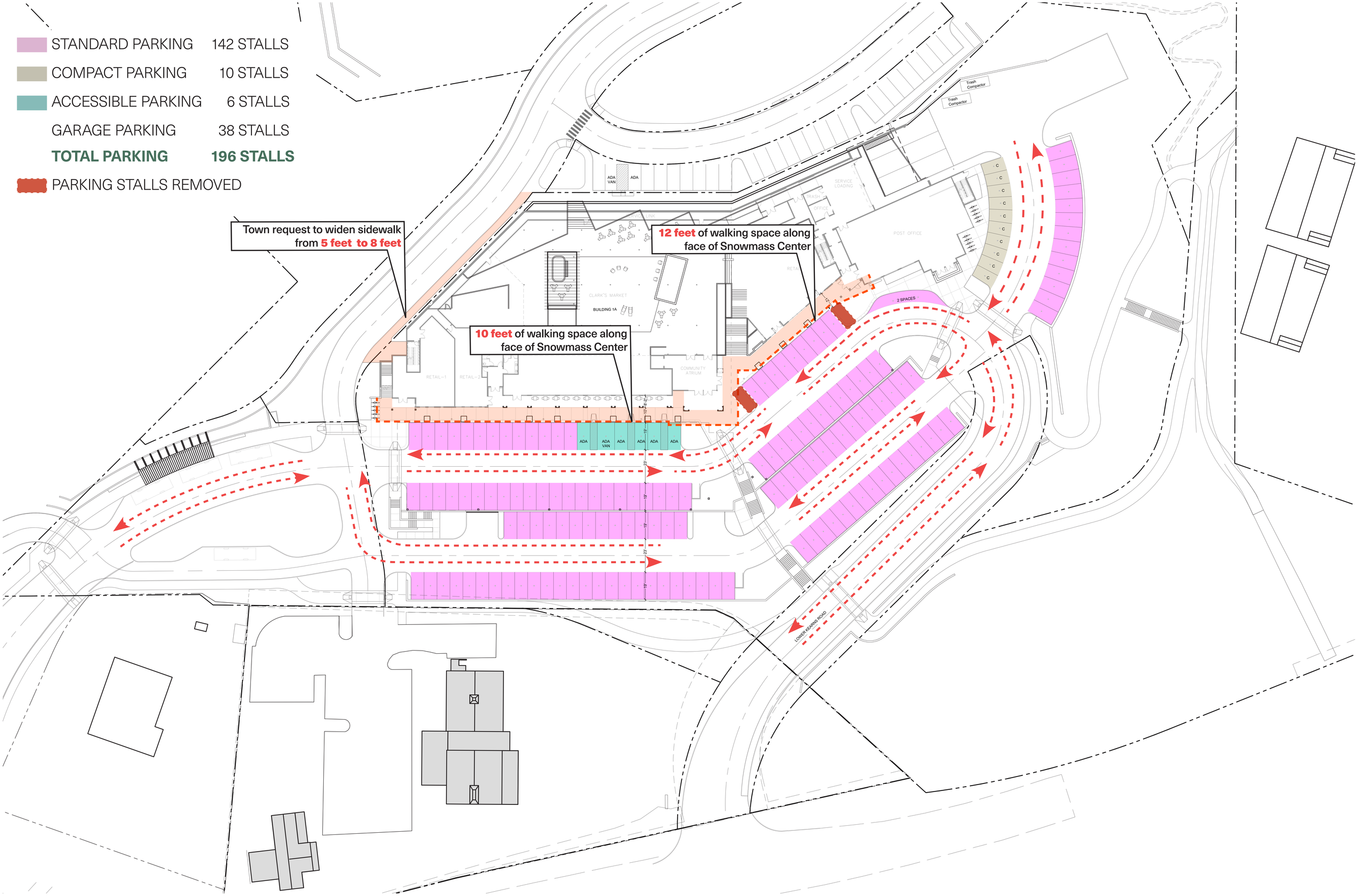
Darla Callaway, AICP, PLA
Principal, Design Workshop

Attachments:

1. Parking Study_241227
2. Potential Shopping Cart Coral Locations
3. Landscaping Plan dated December 27, 2024
4. C-0.0, Cost Sharing Exhibit

CURRENT CONDITIONS | PARKING STUDY

STANDARD PARKING	142 STALLS
COMPACT PARKING	10 STALLS
ACCESSIBLE PARKING	6 STALLS
GARAGE PARKING	38 STALLS
TOTAL PARKING	**196 STALLS**
PARKING STALLS REMOVED	



SNOWMASS CENTER REDEVELOPMENT

SNOWMASS VILLAGE, COLORADO

SITE PLAN- PARKING

NORTH

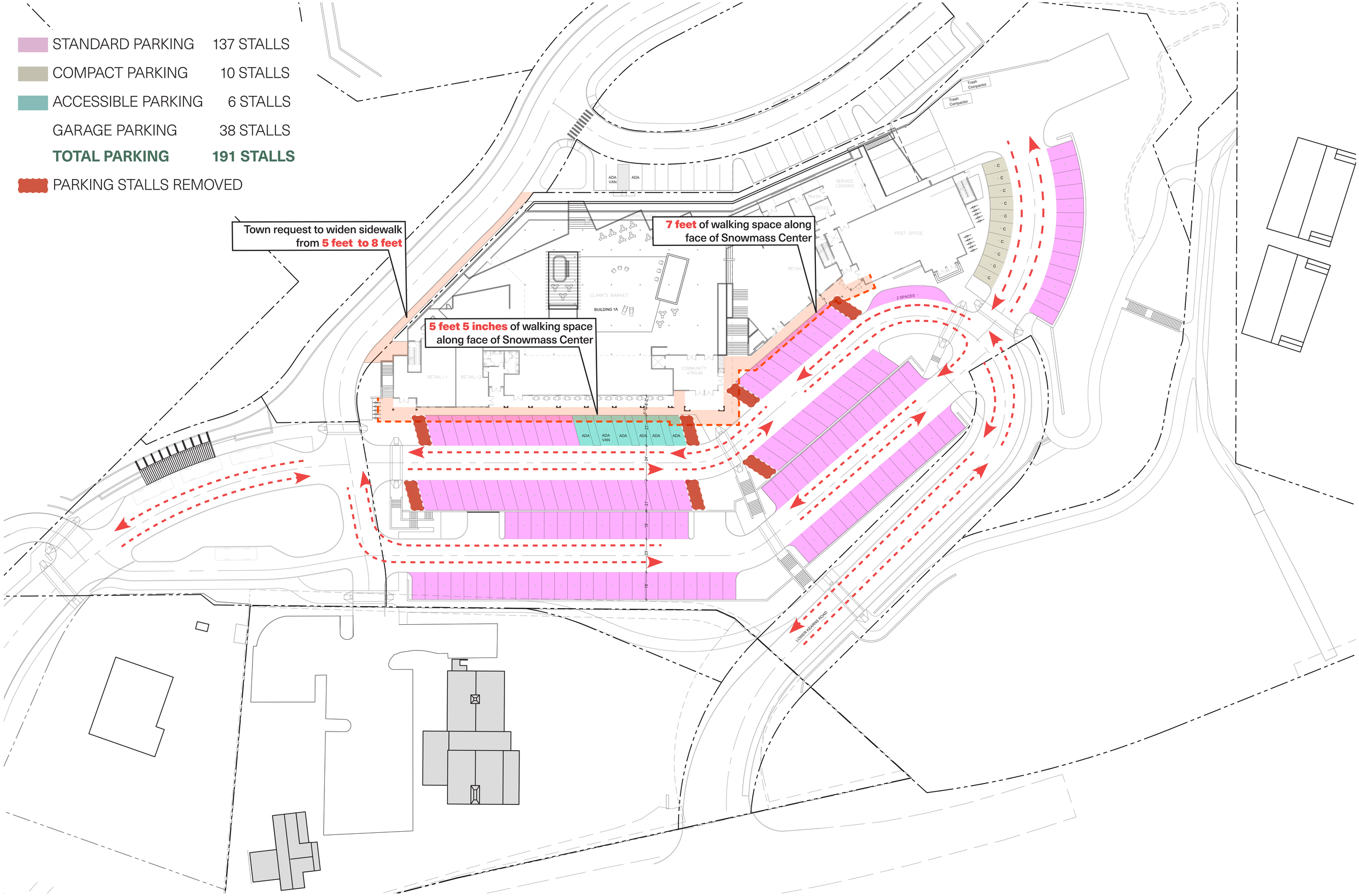
0 10' 20' 40'

ORIGINAL SCALE: 1"=20'

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Landscape Architecture • Land Planning • Urban Design • Tourism Planning
120 East Main Street • Aspen, CO 81611-1787 • 970-925-8354

75 TWO WAY | PARKING STUDY

STANDARD PARKING	137 STALLS
COMPACT PARKING	10 STALLS
ACCESSIBLE PARKING	6 STALLS
GARAGE PARKING	38 STALLS
TOTAL PARKING	**191 STALLS**
PARKING STALLS REMOVED	



SNOWMASS CENTER REDEVELOPMENT

SNOWMASS VILLAGE, COLORADO

SITE PLAN- PARKING

NORTH

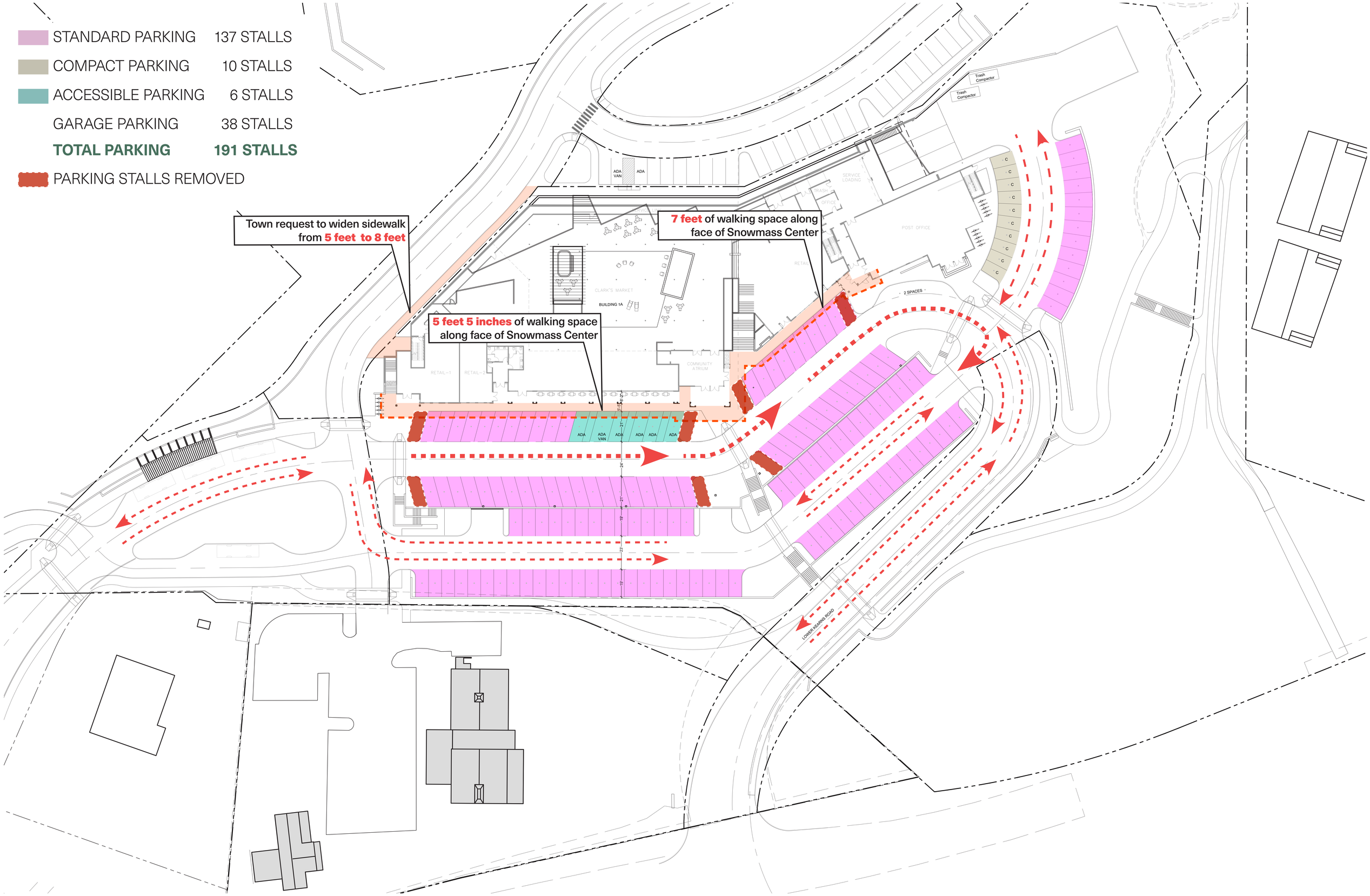
0 10' 20' 40'

ORIGINAL SCALE: 1"=20'

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75 ONE WAY | PARKING STUDY

STANDARD PARKING	137 STALLS
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TOTAL PARKING	**191 STALLS**
PARKING STALLS REMOVED	



SNOWMASS CENTER REDEVELOPMENT

SNOWMASS VILLAGE, COLORADO

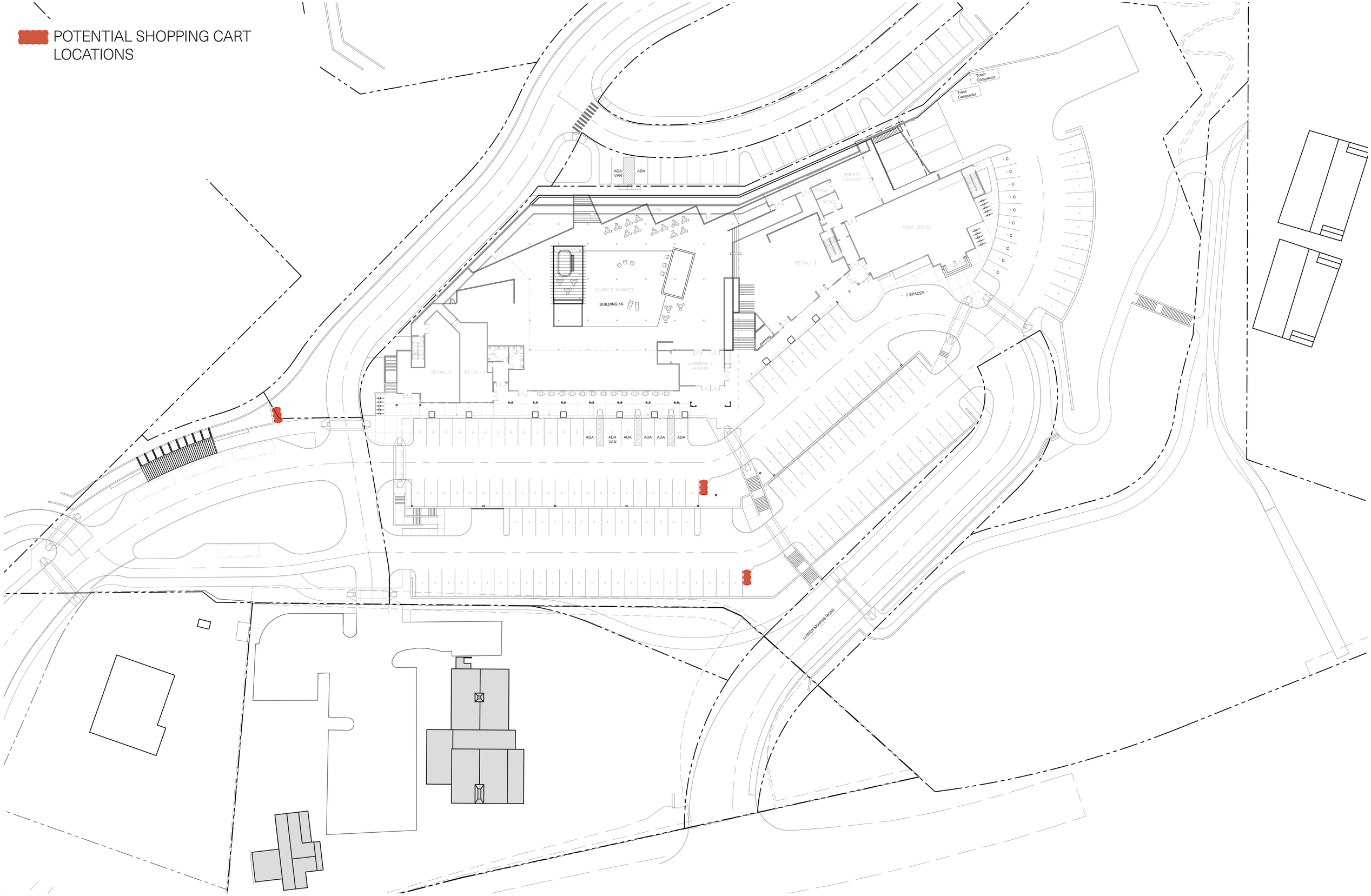
SITE PLAN- PARKING

NORTH 0 10' 20' 40'

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SHOPPING CART | PARKING STUDY

POTENTIAL SHOPPING CART LOCATIONS



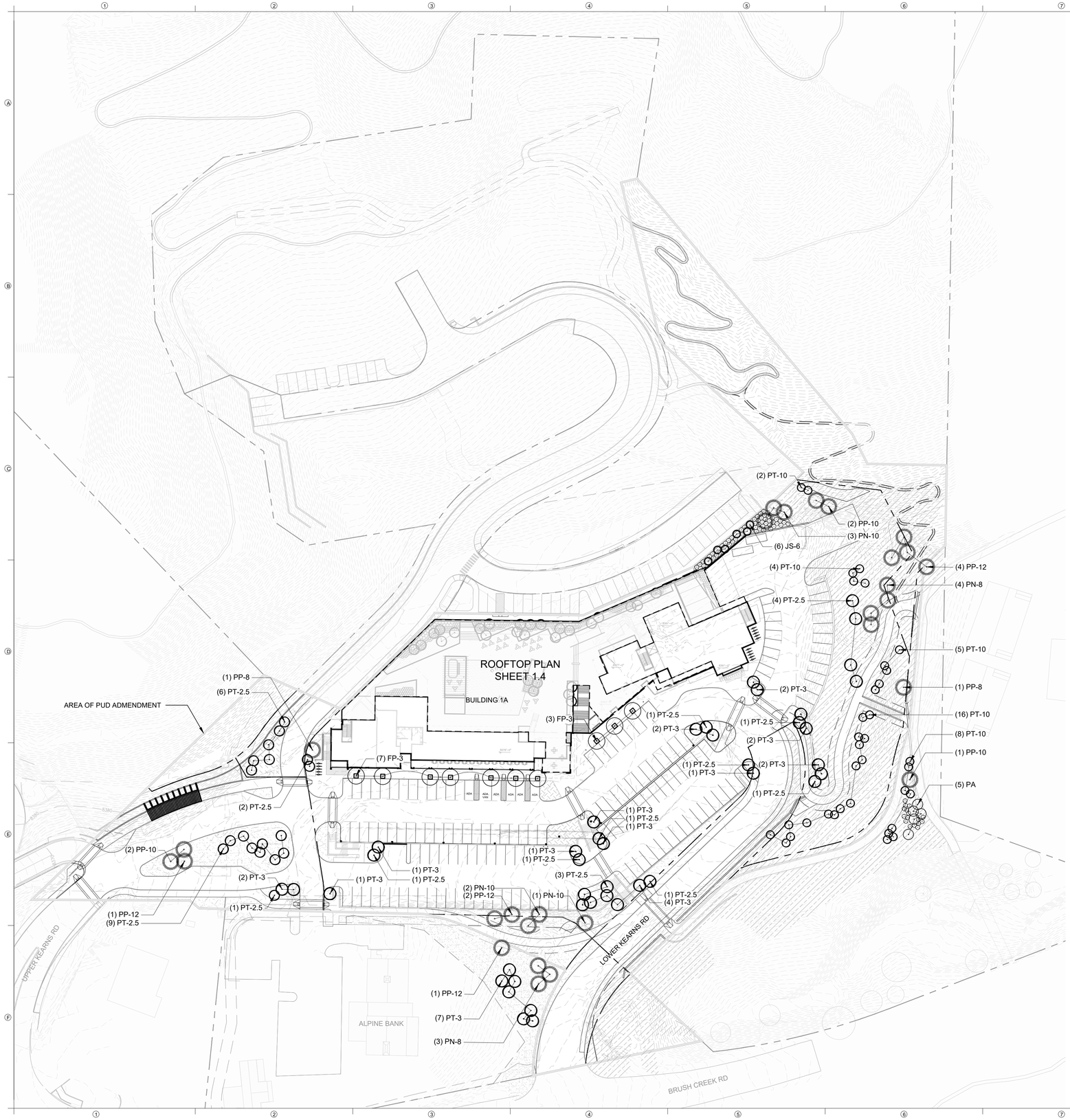
SNOWMASS CENTER REDEVELOPMENT

SNOWMASS VILLAGE, COLORADO

SITE PLAN- PARKING

NORTH 0 10' 20' 40'

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SNOWMASS CENTER REDEVELOPMENT

TOWN OFSNOWMASS VILLAGE COLORADO, 81654

ISSUE DATE: DECEMBER 27, 2024

REVISIONS

#	DATE	DESCRIPTION

DRAWN: TB REVIEWED: RS

PARCEL 1 PUD AMENDMENT

DW. PROJECT NUMBER:5446

LANDSCAPE PLAN

SHEET NUMBER

L-1.3

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Dec 27, 2024 - 11:24am
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