



**Town Council
Monday, December 4, 2023
4:00 PM**

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

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

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. 2023 & 2024 Agenda Overviews

[Page 4 2023 Agenda Overview](#)

[Pages 5-7 2024 Agenda Overview](#)

5.B. Minutes for Approval

[Pages 8-14 11-20-23 TC Minutes - Draft](#)

5.C. Resolution Re Two Creeks PUD Lot Line Adjustment - Lots 47 and 48

[Pages 15-16 Agenda Item Summary Two Creeks Subdivision Exemption Lots 47 and 48](#)

6. PUBLIC HEARINGS - QUASI-JUDICIAL HEARINGS

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

7. ADMINISTRATIVE REPORTS

7.A. Resolution No. 31 RE Approving a Revocable License Agreement with Harvest for Hunger

[Page 20 5C 3 Two Creeks Lot 47 & 49 Exemption Plat_draft](#)
[Pages 21-22 Agenda Item Summary - Harvest for Hunger](#)
[Pages 23-31 License Agreement - Harvest for Hunger](#)
[Page 32 Letter of Support form Food Bank of the Rockies](#)
[Pages 33-34 Letter of Support from Aspen Family Connections](#)
[Page 35 Letter of Support from Susan Cross Aspen Snowmass](#)
[Pages 36-37 Letter of Support from Pitkin County Dept of Human Services](#)
[Page 38 Letter of Support from Hannah Berman at Aspen One](#)

7.B. Base Village Linear Park Update

[Pages 39-40 Agenda Summary Linear Park btwn BV Lots 5 6 TC 12-4-23](#)
[Pages 41-58 SBV 10AB Town Council Linear Park Update 2023.11.29](#)
[Pages 59-68 SBV 10AB SSDP LS & Civil Plans Package 221201](#)

7.C. Employee Handbook Update

[Pages 69-70 Agenda Item Summary Employee Handbook](#)
[Pages 71-72 Resolution No. 33 of 2023 - Adopting Employee Handbook](#)
[Pages 73-131 Redline 12 23 2023 TOSV Employee Handbook](#)

8. POLICY/LEGISLATIVE PUBLIC HEARINGS

8.A. Ordinance No. 13 RE Amending TOSV Code related to Code Enforcement - 1st Reading

[Pages 132-134 Agenda Item Summary - Miscellaneous Amendments to Chapters 7, 10, 18](#)
[Pages 135-151 Ordinance No. 13, 2023 - Miscellaneous Code Amendments to Chapters 7, 10, and 18 - First Reading](#)

8.B. Ordinance No. 14 RE Amending TOSV Code to Eliminate the Board of Appeals and Examiners - 1st Reading

[Pages 152-153 Agenda Item Summary - Eliminate Board of Appeals](#)
[Pages 154-155 Ordinance No. 14, 2023 - Eliminate Board of Appeals - First Reading](#)

9. TOWN COUNCIL REPORTS AND ACTIONS

Reports and Updates

10. ADJOURNMENT

11. EXECUTIVE SESSION

11.A Executive Session RE Town Attorney Updates

[Page 156 Agenda Item Summary Executive Session](#)

[Page 157 Executive Session Agenda language for quarterly update from Town Attorney](#)

DRAFT 2023 Agenda Items

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

Mon. Nov. 20th – Regular Meeting

- B & C Interviews
- Reso re 2024 TC Dates
- Joint meeting for Draw Site
- Review and possibly adopt Housing regulations

Mon. Dec 4th – Regular Meeting

- B & C Interviews
- Executive Session: Town Attorney Updates
- Ordinance Re Miscellaneous Code updates (animals and fines)
- Ordinance RE removing Board of Appeals
- Base Village Linear Park Update
- PH - Kauffman Lot Line Adjustment
- Resolution Re Harvest for hunger lease consideration

Mon. Dec. 11th – Work Session

- 3:30pm - B & C Interviews
- Discussion to determine appointments
- Brush Owl Roundabout discussion
- General Discussion regarding E-Bikes

Mon. Dec. 18th – Regular Meeting

- B & C Resolution appointing new Members
- Reso on Delinquent Solid Waste / Trash
- 2nd Reading ORD Re Misc Code updates
- 2nd Reading ORD Re removing Board of Appeals

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

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

DRAFT 2024 Agenda Items

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Topic to incorporate:

- E-bikes

Tuesday Jan 2, 2024 – Regular Meeting

- Reso RE Public Notice location
-

Monday Jan 8 – Special Meeting/Regular Meeting

GID Meeting – set Mill Levy

- SMV Outdoor Lighting Code
- Council appointment as Liaison to B & Cs
- Sister Cities – Shimukappu, Japan reps
- Town's Mill Levy Resolution

Tuesday Jan 16 – Regular Meeting

- YouthZone update

Monday Feb 5 – Regular Meeting

- Reso designating High Impact Events & Construction restrictions (before March 1st)

Monday February 12 – Work Session

Tuesday Feb 20 – Regular Meeting

Monday March 4 – Regular Meeting

EOTC – Thursday March 7 – Pitkin County

Monday March 11 – Work Session

Monday March 18 – Regular Meeting

- Reso for CGRB recommendations and dist of funds

Monday April 1 – Regular Meeting

Monday April 8 – Work Session

As Of: Thursday, November 30, 2023

DRAFT 2024 Agenda Items

Monday April 15 – Regular Meeting

Monday May 6 – Regular Meeting

Monday May 13 – Work Session

Monday May 20 – Regular Meeting

Monday June 3 – Regular Meeting

EOTC – Thursday June 6 – Town of Snowmass Village

Monday June 10 – Work Session

Monday June 17 – Regular Meeting

Monday July 1 – Regular Meeting

Monday July 8 – Work Session

Monday July 15 – Regular Meeting

Monday Aug 5 – Regular Meeting

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

Monday Aug 12 – Work Session

Monday Aug 19 – Regular Meeting

EOTC – Thursday August 22 – Pitkin County

Tuesday Sept 3 – Regular Meeting

- Review Leash Laws
-

Monday Sept 9 – Work Session

Monday Sept 16 – Regular Meeting

Monday Oct 7 – Regular Meeting

As Of: Thursday, November 30, 2023

DRAFT 2024 Agenda Items

- Budget

Monday Oct 14 – Work Session

- Budget

Monday Oct 21 – Regular Meeting

- POST Grant – 1st reading?

EOTC – Thursday October 24 – City of Aspen

Wednesday Nov 6 – Regular Meeting

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

Tuesday Nov 12 – Work Session

Monday Nov 18 – Regular Meeting

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

Monday Dec 2 – Regular Meeting

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

Monday Dec 9 – Special Meeting

- GID Meeting – set Mill Levy

Monday Dec 16 – Regular Meeting

- B & C Resolution appointing new Members

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

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

1



Town Council
Town Council Meeting Minutes
Monday, November 20, 2023
4:00 PM
130 Kearns Road
Town Council Chambers
Snowmass Village, CO, 81615

Mayor Madsen called to order the Regular Meeting of the Snowmass Village Town Council on Tuesday November 20, 2023, 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 anytime.

1) CALL TO ORDER

4pm

2) ROLL CALL

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

Council Members Absent: none

Staff Present: Clint Kinney, Town Manager; Jeff Conklin, Town Attorney; David Shinneman, Community Development Director; Brian McNellis, Senior Planner; Anne Martens, Public Works Director; Betsy Crum, Housing Director; Terri Everest, Assistant Housing Director; Mitch Osur, Operations and Compliance Manager; and Megan Harris Boucher, Town Clerk.

Public Present: Patrick Rawley, Leslie Desmond, Linda & Mark Chapdelaine, Gus Oliver, Karlyn & Mark Stout, Bruce Dreher and Lucy Peterson.

Planning Commission members present: Brian Marshack, Elese Denis, Stan Clauson, David Seglin, Matt Dube and Jim Gustafson.

Planning Commission members absent: Doug Faurer

3) JOINT SPECIAL SESSION WITH PLANNING COMMISSION

3.A) Draw Site Workforce Housing - Sketch Plan PUD & Rezoning

[Pages 3-4 Agenda Item Summary Draw Site WFH joint meeting.pdf](#)
[Pages 5-7 Attachment A - Staff Planning Summary.pdf](#)
[Pages 8-204 Attachment B - Draw Site Workforce Housing PUD Sketch Plan Application.pdf](#)

Senior Planner Brian McNellis briefly reviewed the code requirement for this 1st joint meeting with the Planning Commission for the Sketch Plan Review of the Draw Site Affordable Housing Project. McNellis went on to summarize the agenda item and introduce Patrick Rawley and Erica Golden, representing the applicant, TOSV.

McNellis also clarified that this was an informational meeting with no specific comments on the application by the Planning Commission of Council. Those comments will be part of an upcoming meeting of the Sketch Plan Review as part of a Public Hearing. Town Attorney Jeff Conklin clarified that Councilmember Marolt disclosed a possible conflict of interest but Conklin confirmed that it does not raise to that level and is not a conflict as it is not a direct relationship. Conklin also clarified that Commissioner Clauson's firm previously acted the Town's Planning Consultant but the Town's Planning Consultant is now Patrick Rawley and so no conflict exists.

McNellis summarized the general outline of the project, and went through materials provided in the packet regarding parcels C & D; the 2 acre developable area; plan for 80 units in the 2 buildings both 5 stories high; central structure for parking; 97 parking spaces total; and Kearns Road access.

McNellis reminded all of the Review Standards for Sketch Plan PUD: Use; Consistent with Comp Plan; Architecture & Landscaping; Natural Resources & Hazard area; Access & Circulation; Parking Code; Timetable; Community Welfare.

Presentation:

Housing Director Betsy Crum, Planning Consultant Patrick Rawley & Architect Erica Golden presented application and materials from the packet. Clarified that Erica Golden started a new firm, Site Architects.

Crum reiterated the high need for affordable housing and that we are in a regional housing crisis. Market research shows that the average monthly rate for a free market 1 bedroom apartment in SMV is \$7500/month.

Rawley clarified that the Sketch Plan Review is an opportunity for the Town and the applicant to engage in discussion on the development proposal, raise issues and concerns and examine alternative approaches to the development of the property.

Golden went through the history of how we got to this point and the project including some past design ideas. Golden and Rawley highlighted the site-first design approach; the charrette process; ways to incorporate economies of scale; the community purpose; challenges of access and natural hazards; parking requirements and options; and the cost of inaction.

Discussion that followed included clarification on the Sketch process and then Preliminary process; parking; storage; that Planning Commission will next see this on December 20th; green space vs parking vs additional parking level; and a future traffic study after the Sketch phase.

Chairperson Marshack adjourned the Planning Commission meeting at 4:50pm.

4) PROCLAMATIONS AND PRESENTATIONS

5) PUBLIC COMMENT

None

6) CONSENT AGENDA

6.A) 2023 & 2024 Town Council Agenda Overviews

[Pages 205-206 2023 Agenda Overview.pdf](#) 
[Pages 207-209 2024 Agenda Overview.pdf](#) 

Councilmembers mentioned an Aspen Times article on Aspen's outdoor lighting code and asked to add a discussion on an upcoming agenda to discuss the SMV outdoor lighting code. Staff suggested January 8, 2024.

Another addition to January 8th will be a discussion on adding a Council liaison to the Town Boards and Commissions. Following the discussion, an Ordinance will be drafted for Council to consider at a later date.

January 8th will also have some Sister Cities representatives from Shimukappu, Japan in attendance. 10 representatives will be in town celebrating 30 years of partnership.

6.B) Minutes for Approval

[Pages 210-215 11-06-23 TC Minutes - DRAFT.pdf](#)

Councilmember Shenk had a few corrections which she emailed to Boucher.

6.C) Resolution 29, of 2023 Establishing Town Council Meeting dates for 2024

[Pages 216-217 Agenda Item Summary RE 2024 Meeting Dates.pdf](#)

[Pages 218-219 Reso 29 of 2023 RE Town Council Meeting Dates for 2024.pdf](#)

[Pages 220-223 2024 Calendars with Holidays Listed.pdf](#)

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

7) PUBLIC HEARINGS - QUASI-JUDICIAL HEARINGS

8) POLICY/LEGISLATIVE PUBLIC HEARINGS

9) ADMINISTRATIVE REPORTS

9.A) [Western Mountain Regional Housing Coalition Update](#)

[Pages 224-225 Agenda Item Summary WMRHC Housing Forum.pdf](#)

[Pages 226-227 Attachment A - WMRHC Regional Housing Forum - November 30th.pdf](#)

Housing Director Betsy Crum gave an update on the Western Mountain Regional Housing Coalition and goals for the group. Crum summarized what the group has accomplished since its inception in 2022. The Coalition has had to move the regional gathering from Dec to Jan due to Third Street Center schedule. Now planned for January 18th from 8:30am to Noon at the Third Street Center in Carbondale.

9.B) [Permanent Moderate Housing Regulations Review](#)

[Pages 228-230 Agenda Item Summary - Housing Regulations Review.pdf](#)

[Pages 231-244 Attachment A - Permanent Moderate Housing Regulations redline 11-23.pdf](#)

Housing Director Betsy Crum welcomed Assistant Housing Director Terri Everest and Operations and Compliance Manager Mitch Osur to assist with the agenda item. The last revision to these regulations was a minor revision in 2018 and before that it was 2002.

Crum reviewed the regulations one by one; Employment Qualification; Restrictions on Ownership of Other Real Property; Housing Unit Inspection; Notice of Intent to Sell; Energy Efficiency and Carbon Reduction Improvements; Biennial Requalification; Housing Unit Rental; and Exempt Transactions.

Council asked for clarification on definitions and suggested some consistency improvements. Staff will update language, add definitions, and clarify language.

Extensive discussion followed on the Exempt Transactions language, intentions and regulations. This regulation was drafted using language from APCA regulations. Staff does not recommend adopting this regulation on Exempt Transactions due to many complicating factors.

Public comment:

Debra Madsen – in favor of some form of passing deed restricted housing to children. Garfield County has a rule that you can only hand it down 1 generation.

Leslie Desmond ask about rental program and maintenance in units.

Mark Stout - Crossings resident. Stout would like to be able to pass their house to their kids. Right of first refusal or Beneficiary Deed? Could that apply for deed restrictive housing?

Gus Oliver, Stallion Circle resident. 23 years in SMV. Hope that Council will consider this language. Generations make a community. Believes right of first refusal good idea and deed restricted housing owners should have the same rights as free market housing owners.

Charley Podolak, Rodeo Road original owner and in the valley for 51 years. Thinks Council maybe overthinking how many people will take advantage of it. Local businesses and local generations equal community. As an original owner, believes that original right to hand home down to kids was taken away without their knowledge.

Bruce Dreher- Rodeo Road in the Crossings – Won a 4-bedroom home and raised 3 children in that home. At the time of purchase, they could pass it to their kids. That right was taken away from them. Thought about downsizing. But it ended up being too expensive even though it was a smaller house. He has maintained the home. Likes the right of first refusal idea. Incentivizes the owner to maintain the home. Concerned about kids having to qualify as an applicant vs an employee.

Wendy Harris, Rodeo Road - won lottery in 2003. SMV Business owner as well. Believes there is value in legacy. Value your workforce and those that have built this

program, this community. Legacy is important. She would like to be able to leave their home to their children.

El McGarrett – stated, “I take a lot of pride in SMV and I wish SMV would take a lot of pride in me.”

Mark Chapdelaine, Stallion Circle. Thinks first right of refusal is a good idea. Value small business owners, community, and legacy.

Additional topic of discussion regarding kids who grew up in SMV and the possibility of them earning points towards lottery for growing up here. The point was to value long time locals. One suggestion was to change the lottery so a kid who grew up here has an extra ball/s in lottery.

Staff will try to consolidate the Council's options for this regulation from discussion points in this meeting. APCHA Language, idea of right of first refusal for child/children after first spouse dies, limit exemption to one generation, and gift vs inheritance.

Council briefly discussed how to or if to prioritize essential workers and how that relates to qualifying for a deed restricted unit as a SMV employee and then changing jobs to outside SMV and being able to remain in housing.

A few typographical errors were pointed out in the regulations document and will be corrected.

10) TOWN COUNCIL REPORTS AND ACTIONS

3:15

Councilmember Fridstein attended the CORE meeting where the board passed a new governance. CORE changing to a new model based on grant & funding supported organization. They no longer have a required seat on the board from SMV, Aspen, Pitkin...It is changing and Fridstein will update as it progresses.

Councilmember Shenk attended NWCCOG where they gave an updated report on the joint CAST & NWCCOG Workforce Housing Report. It is on the NWCCOG website. They also had an interesting talk from a representative from Headwaters Economics - Proactive action equals success. Attended the RFTA along with Mayor Madsen. RFTA has joined the Western Housing Coalition. The Covenant Enforcement Committee on RFTA is making progress on the properties that are encroaching on the corridor.

Councilmember Marolt attended the Nordic Council. The Free Rental Skis program is

progressing. Free skis, boots and poles will be available to free rental at Snowmass Village Recreation Center.

11) ADJOURNMENT

Councilmember Fridstein motioned to adjourn. Mayor Madsen seconded. All in favor
Adjourned at 7:22 pm

The Snowmass Village Town Council approved this set of meeting minutes at their
Regular Meeting on Monday, December 4, 2023.

Submitted By,

Megan Harris Boucher, Town Clerk

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

December 4, 2023

AGENDA ITEM:

Resolution No.30, Series of 2023, regarding a Subdivision Exemption for a Lot Line Adjustment between Lot 47 and 48 of Two Creeks (East Village) Subdivision.

PRESENTED BY:

Brian McNellis, Senior Planner, Community Development Department
Through: Dave Shinneman, Community Development Director

BACKGROUND:

In order to rectify an encroachment of a walkway associated with Lot 47 on Lot 48, a Lot Line Adjustment is requested by the effected property owner(s) to include the walkway improvement entirely within Lot 47. The lots will be modified to accommodate the request while maintaining the overall size of the lots as originally platted.

Both landowners and the Town agree with the proposed lot line solution.

FINANCIAL IMPACT:

None. The Subdivision Exemption proposing the property line adjustments will assist in resolving a previously unidentified improvement of one property affecting another.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

Not applicable.

COUNCIL OPTIONS:

Approve, approve with conditions, or deny Resolution No. 30, Series of 2023.

STAFF RECOMMENDATION:

It is the recommendation of Town Staff, that the Council, by motion:
Approve Resolution No. 30, Series of 2023.

ATTACHMENTS:

- Town Council Resolution No. 30, Series of 2023, with Exhibit 'A,' draft Subdivision Exemption Plat for Lots 47 and 48 of Two Creek (East Village) subdivision.

1 TOWN OF SNOWMASS VILLAGE
2 TOWN COUNCIL

3
4 RESOLUTION NO. 30
5 SERIES 2023
6

7 A RESOLUTION WITH CONDITIONS REGARDING A SUBDIVISION
8 EXEMPTION FOR A LOT LINE ADJUSTMENT BETWEEN LOTS 47 AND 48
9 OF TWO CREEKS, EAST VILLAGE PUD TO RECTIFY AN ENCROACHMENT
10 OF A WALKWAY OF THE FORMER ON THE LATTER PROPERTY
11

12 WHEREAS, Parcel B of the Two Creeks, East Village PUD was recorded
13 on October 14, 1994, in Plat Book 35, Page 54, at Reception No. 375294; and
14

15 WHEREAS, a First Amended Plat of Lot 47 of the forementioned was
16 recorded on December 15, 2020 to modify the building envelope as recorded in Plat
17 Book 129, Page 25 at Reception No. 671536; and
18

19 WHEREAS, on September 26, 2023, Alan Richman Planning Services
20 submitted on behalf of Kauffman 2014 Revocable Trust (Lot 47) and Gieszl Family
21 Trust (Lot 48) a Subdivision Exemption application in accordance with Section
22 16A-5-500 of the Land Use Code ('Municipal Code') that was deemed complete
23 on October 10, 2023; and
24

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

28 Section One: Findings. Based upon the information contained in the Application,
29 the supplemental or updated information submitted to Town Staff and the
30 testimony in the record, the Town Council hereby finds:
31

- 32 1) The Applicant has submitted sufficient information pursuant to Section 16A-
33 5-500 through 520 of the Municipal Code to permit the Town Staff and Town
34 Council an adequate review of the Subdivision Exemption application
35 regarding the proposed changes on Lots 47 and 48 of Parcel B, Two Creeks
36 (East Village) PUD.
37
- 38 2) The application, subject to satisfying the conditions stated below, is
39 consistent with the applicable review standards specified within Section
40 16A-5-530 of the Municipal Code as follows:
41 a. The exemption is necessary for the preservation and enjoyment of
42 substantial property rights;
43 b. The exemption is consistent with the preservation of goals,
44 objectives and standards of the land area involved;

- c. The exemption does not create any new lots within a single-family subdivision;
- d. The exemption complies with the development code and the current zone district ('PUD') as the development would remain unchanged and the exemption and lot line adjustments would not increase the nonconformity of the lot or structures; and
- e. There are no adverse impacts; and
- f. The total allowable floor area would not be increased.

Section Two: Action. The Town Council hereby approves the Subdivision Exemption for a Lot Line Adjustment between Lot 47 and 48 of Parcel B, Two Creeks (East Village) PUD to accommodate a walkway encroachment of the former on the latter. This Subdivision Exemption acceptably shows, describes and illustrates in whole the affected properties in attached Exhibit "A," subject to the conditions in Section Three below.

Section Three: Conditions. The approval granted herein is subject to the following conditions:

- 1) Following execution, this resolution and its exhibits shall be recorded, at the Applicant's expense, with the Pitkin County Clerk and Recorder.
- 2) The resulting Lots 47 and 48 shall maintain the current acreage and shall not result in any change in floor area ratio (FAR) for either property.

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

READ, APPROVED AND ADOPTED by the Town Council of the Town of Snowmass Village on December 4, 2023 upon a motion by Council Member Marolt, the second of Council Member Shenk, and upon a vote of ___ in favor and ___ opposed.

TOWN OF SNOWMASS VILLAGE

Bill Madsen, Mayor

ATTEST:

Megan Boucher, Town Clerk

APPROVED AS TO FORM:

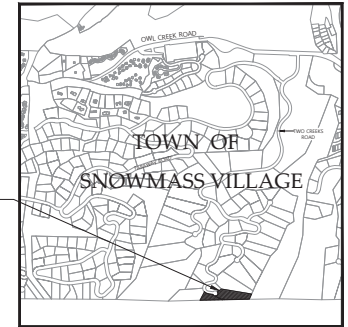
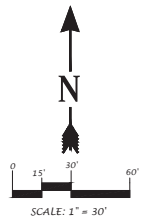
Jeff Conklin, Town Attorney

Attachments:

Exhibit "A" – Vicinity map and Improvements Survey with updated Willows Condominiums Subdivision Exemption Plat updated and received February 8, 2023 for the Lower and Center Willows Condominiums properties.

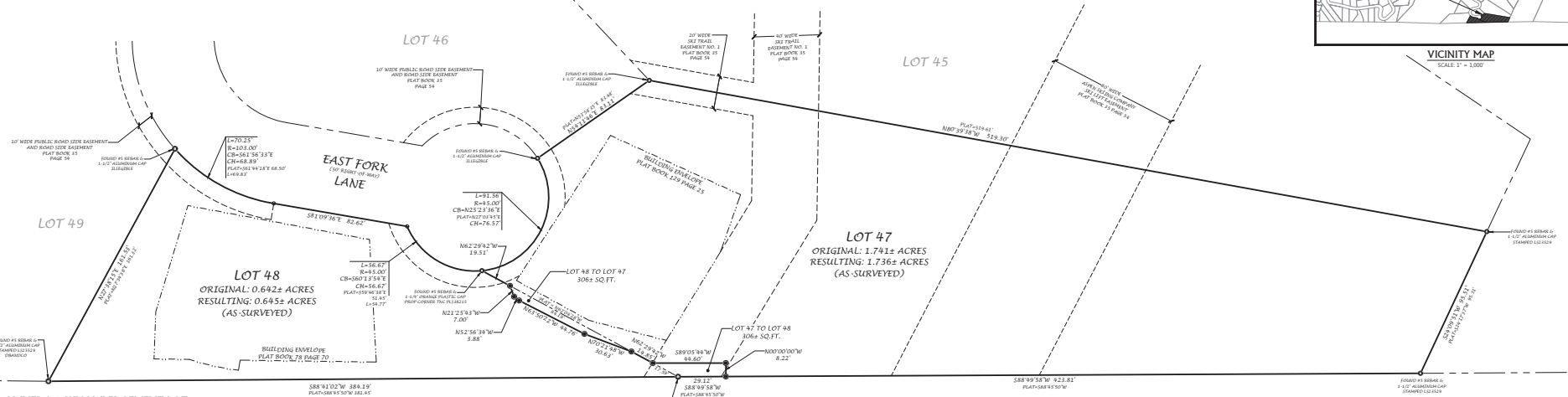
LOT 47 & LOT 48 - PARCEL B - TWO CREEKS, EAST VILLAGE P.U.D. LOT LINE ADJUSTMENT SUBDIVISION EXEMPTION PLAT

SECTION 6, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH PM
TOWN OF SNOWMASS VILLAGE, COUNTY OF PITKIN, STATE OF COLORADO
PARCEL NO. 2735-063-05-047 & PARCEL NO. 2735-063-05-048



VICINITY MAP

SCALE: 1" = 1,000'



OWNER'S ACKNOWLEDGEMENT LOT 47

KNOW ALL MEN BY THESE PRESENTS, KAUFFMAN 2014 REVOCABLE TRUST BEING THE OWNER IN FEE SIMPLE OF LOT 47, PARCEL B - TWO CREEKS, EAST VILLAGE PLANNED UNIT DEVELOPMENT, ACCORDING TO THE PLAT THEREBY FILED OCTOBER 14, 1994, IN PLAT BOOK 35 AT PAGE 54, AS RECORDED IN THE RECORDS OF PITKIN COUNTY, COLORADO, AND ACCORDING TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST VILLAGE P.U.D., RECORDED OCTOBER 14, 1994, IN BOOK 764 AT PAGE 28, AND ACCORDING TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARCEL B - TWO CREEKS EAST VILLAGE P.U.D., RECORDED OCTOBER 14, 1994, IN BOOK 764 AT PAGE 33, AS SHOWN HEREON, DOES HEREBY ACKNOWLEDGE AND APPROVE THIS LOT LINE ADJUSTMENT AS SET FORTH HEREON.

OWNER: KAUFFMAN 2014 REVOCABLE TRUST
1800 MOUNTAIN HOME ROAD
REDWOOD CITY, CA 94062

BY: JOSEPH DEBBY KAUFFMAN, CO-TRUSTEE

BY: ANGELICA ROBINSON KAUFFMAN, CO-TRUSTEE

STATE OF COLORADO)
COUNTY OF PITKIN) SS

THE FOREGOING OWNER'S ACKNOWLEDGEMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____ 2023, BY JOSEPH DEBBY KAUFFMAN & ANGELICA ROBINSON KAUFFMAN, AS CO-TRUSTEES OF THE KAUFFMAN 2014 REVOCABLE TRUST.

MY COMMISSION EXPIRES: ____

WITNESS MY HAND AND SEAL
NOTARY PUBLIC

LENDER CONSENT

THE UNDERSIGNED BEING THE MORTGAGEE OF THE PROPERTY OWNED BY KAUFFMAN 2014 REVOCABLE TRUST DESCRIBED HEREON, HEREBY CONSENTS TO THE EXECUTION AND RECORDING OF THIS LOT LINE ADJUSTMENT SUBDIVISION EXEMPTION PLAT AND HEREBY CONSENTS TO THE RECORDING OF THIS PLAT AND THE CONVEYANCE OF THE TRANSFERRED PARCELS AS SHOWN HEREON, AND FURTHER SUBORDINATES THE LEND OF ITS DEBT OF TRUST, DATED MARCH 26, 2022, AND RECORDED MARCH 26, 2022, AT RECEPTION NO. 88818 IN THE RECORDS OF PITKIN COUNTY, COLORADO, TO THIS LOT LINE ADJUSTMENT SUBDIVISION EXEMPTION PLAT AND THE EFFECT HEREON.

BY: AUTHORIZED SIGNER

STATE OF ____)
COUNTY OF ____) SS

THE FOREGOING LENDER CONSENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____ 2023 BY ____ AS AN AUTHORIZED SIGNER.

MY COMMISSION EXPIRES: ____

WITNESS MY HAND AND OFFICIAL SEAL
NOTARY PUBLIC

OWNER'S ACKNOWLEDGEMENT LOT 48

KNOW ALL MEN BY THESE PRESENTS, GREZ, FAMILY TRUST BEING THE OWNER IN FEE SIMPLE OF LOT 48, PARCEL B - TWO CREEKS, EAST VILLAGE PLANNED UNIT DEVELOPMENT, ACCORDING TO THE PLAT THEREBY RECORDED OCTOBER 14, 1994, IN PLAT BOOK 35 AT PAGE 54, AND ACCORDING TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST VILLAGE P.U.D., RECORDED ON OCTOBER 14, 1994, IN BOOK 764 AT PAGE 28, AND ACCORDING TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARCEL B - TWO CREEKS EAST VILLAGE P.U.D., RECORDED OCTOBER 14, 1994, IN BOOK 764 AT PAGE 33, AS SHOWN HEREON, DOES HEREBY ACKNOWLEDGE AND APPROVE THIS LOT LINE ADJUSTMENT AS SET FORTH HEREON.

OWNER: GREZ, FAMILY TRUST
P.O. BOX 8335
SNOWMASS VILLAGE, CO 81615

BY: VALE GREZ, TRUSTEE

STATE OF COLORADO)
COUNTY OF PITKIN) SS

THE FOREGOING OWNER'S ACKNOWLEDGEMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____ 2023, BY VALE GREZ, AS TRUSTEE OF THE GREZ, FAMILY TRUST.

MY COMMISSION EXPIRES: ____

WITNESS MY HAND AND SEAL
NOTARY PUBLIC

TITLE CERTIFICATE

ALTHOUGH WE BELIEVE THE FACTS STATED ON THIS PLAT ARE TRUE, THIS CERTIFICATE IS NOT TO BE CONSTRUED AS AN ABSTRACT OF TITLE NOR AN OPINION OF TITLE, NOR GUARANTEE OF TITLE, AND IT IS UNDERSTOOD AND AGREED THAT TITLE COMPANY OF THE ROCKIES NEITHER ASSUMES NOR WILL BE CHARGED WITH ANY FINANCIAL OBLIGATION OR LIABILITY WHATSOEVER ON ANY STATEMENT CONTAINED HEREIN.

THE UNDERSIGNED, A DULY AUTHORIZED REPRESENTATIVE OF TITLE COMPANY OF THE ROCKIES, REGISTERED TO DO BUSINESS IN PITKIN COUNTY, COLORADO, HEREBY CERTIFIES THAT THE PERSON LISTED AS OWNERS ON THIS PLAT DO HOLD IN FEE SIMPLE TITLE TO THE REAL ESTATE DESCRIBED HEREON FREE AND CLEAR OF ALL MONETARY LIENS AND ENCUMBRANCES EXCEPT AS SHOWN IN THE COMMITMENT NO. 702045C-D DATED SEPTEMBER 8, 2023 FOR THE KAUFFMAN 2014 REVOCABLE TRUST.

DATED THIS ____ DAY OF ____ A.D. 2023

TITLE COMPANY OF THE ROCKIES
721 E. VALLEY ROAD UNIT 2018
BASALT, COLORADO 81621

BY: STACY STAMPS - AUTHORIZED AGENT

TOWN ATTORNEY APPROVAL

THIS LOT 47 AND LOT 48, PARCEL B - TWO CREEKS, EAST VILLAGE P.U.D. LOT LINE ADJUSTMENT SUBDIVISION EXEMPTION PLAT WAS APPROVED AS TO FORM BY THE TOWN OF SNOWMASS VILLAGE'S ATTORNEY THIS ____ DAY OF ____ 2023.

BY: JEFF CONKLIN, TOWN ATTORNEY

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF PITKIN COUNTY AT ____ O'CLOCK ____ M., ON THE ____ DAY OF ____ A.D. 2023 AND IS DULY RECORDED IN PLAT BOOK ____ PAGE ____ RECEPTION NO. ____

CLERK AND RECORDER

BY: DEPUTY

TOWN COMMUNITY DEVELOPMENT DIRECTOR'S APPROVAL

THIS LOT 47 AND LOT 48, PARCEL B - TWO CREEKS, EAST VILLAGE P.U.D. LOT LINE ADJUSTMENT SUBDIVISION EXEMPTION PLAT WAS APPROVED AS TO CONTENT BY THE TOWN OF SNOWMASS VILLAGE'S COMMUNITY DEVELOPMENT DIRECTOR THIS ____ DAY OF ____ 2023 AND HAS BEEN PREPARED PURSUANT TO SNOWMASS VILLAGE TOWN CODE, REGULATION NO. ____ SERIES OF ____

BY: DAVE SHINNEMAN, COMMUNITY DEVELOPMENT DIRECTOR

NOTES:

1. BASIS OF BEARINGS FOR THIS PLAT IS A BEARING OF N80°39'38"W ALONG THE NORTH LINE OF LOT 47 BETWEEN A FOUND #5 REBAR & 1-1/2" ALUMINUM CAP 15-1/8" BORE AND A FOUND #5 REBAR & 1-1/2" ALUMINUM CAP 15-1/8" BORE.
2. DATE OF FIELD SURVEY: SEPTEMBER 2, 8 & 9, 2020 AND AUGUST 23, 2023.
3. LINEAR UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET.
4. THIS PLAT IS BASED ON TWO CREEKS, EAST VILLAGE P.U.D. A SUBDIVISION, RECORDED OCTOBER 14, 1994, IN PLAT BOOK 35 AT PAGE 54 AND CORNERS FOUND IN PLACE AS SHOWN HEREON.
5. THIS PLAT DOES NOT CONSTITUTE A TITLE SEARCH BY TRUE NORTH COLORADO, LLC. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND/OR TITLE OF RECORD, TRUE NORTH COLORADO, LLC. RELIED UPON TITLE COMMITMENT NO. 702045C-D AND 70222117-C ISSUED BY TITLE COMPANY OF THE ROCKIES, EFFECTIVE DATE SEPTEMBER 8, 2023.

SURVEYOR'S CERTIFICATION

I, ROONEY P. KESER, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT I HAVE PREPARED THIS LOT 47 AND LOT 48, PARCEL B - TWO CREEKS, EAST VILLAGE P.U.D. LOT LINE ADJUSTMENT SUBDIVISION EXEMPTION PLAT, THAT THE SAME IS BASED ON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION AND RESPONSIBLE CHARGE IN SEPTEMBER 2020 AND AUGUST 2023. THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, HOWEVER IT IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

IN WITNESS THEREOF, I HAVE SET MY HAND AND SEAL THIS ____ DAY OF ____ A.D. 2023.

ROONEY P. KESER
LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38215

KAUFFMAN 2014 REVOCABLE TRUST
LOT 47 & LOT 48 LOT LINE ADJUSTMENT PLAT
260 EAST FORK LANE - TOWN OF SNOWMASS VILLAGE
COUNTY OF PITKIN - STATE OF COLORADO

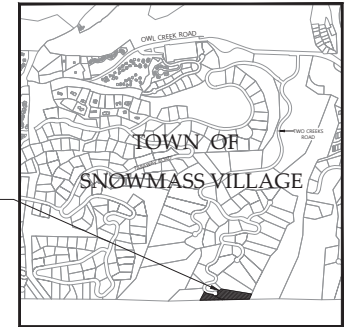
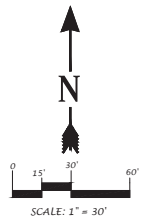
TRUE NORTH COLORADO LLC.
A LAND SURVEYING AND MAPPING COMPANY
P.O. BOX 614 - 388 MAIN STREET UNIT 3
NEW CASTLE, COLORADO 81647
(970) 984-0474
www.truenorthcolorado.com

PROJECT NO: 2022-234
DATE: September 27, 2023

DRAWN BY: [Signature]
SURVEYED BY: [Signature]
SHEET 1 OF 1

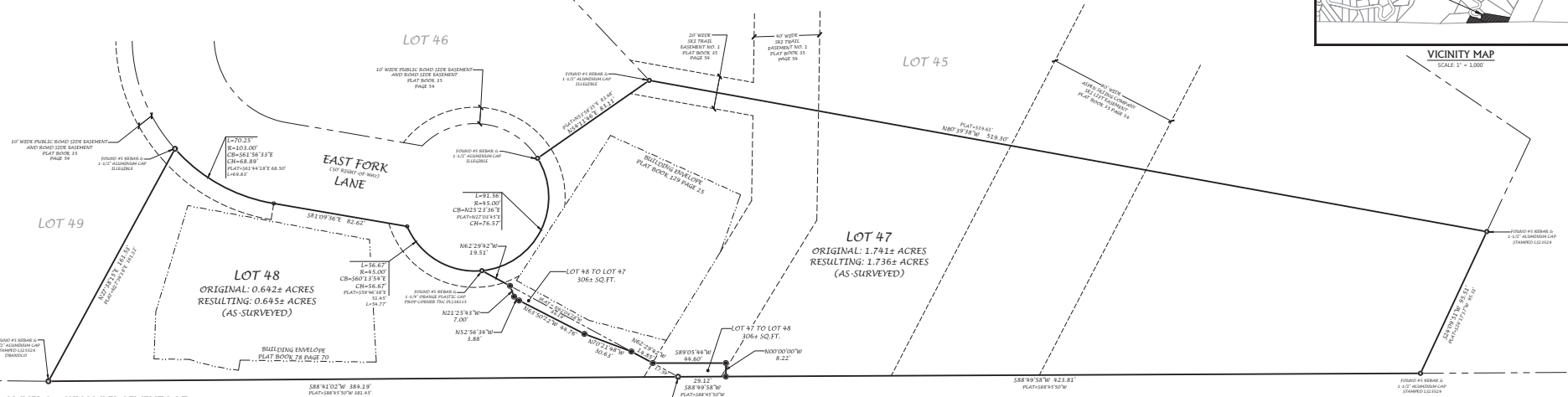
LOT 47 & LOT 48 - PARCEL B - TWO CREEKS, EAST VILLAGE P.U.D. LOT LINE ADJUSTMENT SUBDIVISION EXEMPTION PLAT

SECTION 6, TOWNSHIP 10 SOUTH, RANGE 85 WEST OF THE 6TH PM
TOWN OF SNOWMASS VILLAGE, COUNTY OF PITKIN, STATE OF COLORADO
PARCEL NO. 2735-063-05-047 & PARCEL NO. 2735-063-05-048



VICINITY MAP

SCALE: 1" = 1,000'



OWNER'S ACKNOWLEDGEMENT LOT 47

KNOW ALL MEN BY THESE PRESENTS, KAUFFMAN 2014 REVOCABLE TRUST BEING THE OWNER IN FEE SIMPLE OF LOT 47, PARCEL B - TWO CREEKS, EAST VILLAGE PLANNED UNIT DEVELOPMENT, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 14, 1994, IN PLAT BOOK 76 AT PAGE 54, AS SHOWN HEREON, DO HEREBY ACKNOWLEDGE AND APPROVE THIS LOT LINE ADJUSTMENT AS SET FORTH HEREON.

OWNER: KAUFFMAN 2014 REVOCABLE TRUST
1800 MOUNTAIN HOME ROAD,
REDWOOD CITY, CA 94062

BY: JOSEPH DEBBY KAUFFMAN, CO-TRUSTEE

BY: ANGELICA ROBINSON KAUFFMAN, CO-TRUSTEE

STATE OF COLORADO)
COUNTY OF PITKIN) SS

THE FOREGOING OWNER'S ACKNOWLEDGEMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____ 2023, BY JOSEPH DEBBY KAUFFMAN & ANGELICA ROBINSON KAUFFMAN, AS CO-TRUSTEES OF THE KAUFFMAN 2014 REVOCABLE TRUST.

MY COMMISSION EXPIRES: ____

WITNESS MY HAND AND SEAL

NOTARY PUBLIC

LENDER CONSENT

THE UNDERSIGNED BEING THE MORTGAGEE OF THE PROPERTY OWNED BY KAUFFMAN 2014 REVOCABLE TRUST DESCRIBED HEREON, HEREBY CONSENTS TO THE EXECUTION AND RECORDING OF THIS LOT LINE ADJUSTMENT SUBDIVISION EXEMPTION PLAT AND HEREBY CONSENTS TO THE RECORDING OF THIS PLAT AND THE CONVEYANCE OF THE TRANSFERRED PARCELS AS SHOWN HEREON, AND FURTHER SUBORDINATES THE LEND OF ITS DEBT OF TRUST, DATED MARCH 26, 2022, AND RECORDED MARCH 26, 2022, AT RECEPTION NO. 88818 IN THE RECORDS OF PITKIN COUNTY, COLORADO, TO THIS LOT LINE ADJUSTMENT SUBDIVISION EXEMPTION PLAT AND THE EFFECT HEREON.

BY: AUTHORIZED SIGNER

STATE OF ____)
COUNTY OF ____) SS

THE FOREGOING LENDER CONSENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____ 2023 BY ____ AS AN AUTHORIZED SIGNER.

MY COMMISSION EXPIRES: ____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

OWNER'S ACKNOWLEDGEMENT LOT 48

KNOW ALL MEN BY THESE PRESENTS, GREZ, FAMILY TRUST BEING THE OWNER IN FEE SIMPLE OF LOT 48, PARCEL B - TWO CREEKS, EAST VILLAGE PLANNED UNIT DEVELOPMENT, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 14, 1994, IN PLAT BOOK 76 AT PAGE 54, AND ACCORDING TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAST VILLAGE P.U.D., RECORDED OCTOBER 14, 1994, IN BOOK 76A AT PAGE 28, AND ACCORDING TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARCEL B - TWO CREEKS EAST VILLAGE P.U.D., RECORDED OCTOBER 14, 1994, IN BOOK 76A AT PAGE 33, AS SHOWN HEREON, DO HEREBY ACKNOWLEDGE AND APPROVE THIS LOT LINE ADJUSTMENT AS SET FORTH HEREON.

OWNER: GREZ, FAMILY TRUST
P.O. BOX 8335
SNOWMASS VILLAGE, CO 81615

BY: VALE GREZ, TRUSTEE

STATE OF COLORADO)
COUNTY OF PITKIN) SS

THE FOREGOING OWNER'S ACKNOWLEDGEMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF ____ 2023, BY VALE GREZ, AS TRUSTEE OF THE GREZ, FAMILY TRUST.

MY COMMISSION EXPIRES: ____

WITNESS MY HAND AND SEAL

NOTARY PUBLIC

TITLE CERTIFICATE

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THE UNDERSIGNED, A DULY AUTHORIZED REPRESENTATIVE OF TITLE COMPANY OF THE ROCKIES, REGISTERED TO DO BUSINESS IN PITKIN COUNTY, COLORADO, HEREBY CERTIFIES THAT THE PERSON LISTED AS OWNERS ON THIS PLAT DO HOLD IN FEE SIMPLE TITLE TO THE REAL ESTATE DESCRIBED HEREON FREE AND CLEAR OF ALL MONETARY LIENS AND ENCUMBRANCES EXCEPT AS SHOWN IN TITLE COMMITMENT NO. 702045C-D DATED SEPTEMBER 8, 2023 FOR THE KAUFFMAN 2014 REVOCABLE TRUST.

DATED THIS ____ DAY OF ____ A.D. 2023

TITLE COMPANY OF THE ROCKIES
721 E. VALLEY ROAD UNIT 2018
BASALT, COLORADO 81621

BY: STACY STAMPS - AUTHORIZED AGENT

TOWN ATTORNEY APPROVAL

THIS LOT 47 AND LOT 48, PARCEL B - TWO CREEKS, EAST VILLAGE P.U.D. LOT LINE ADJUSTMENT SUBDIVISION EXEMPTION PLAT WAS APPROVED AS TO FORM BY THE TOWN OF SNOWMASS VILLAGE'S ATTORNEY THIS ____ DAY OF ____ 2023.

BY: JEFF CONKLIN, TOWN ATTORNEY

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF PITKIN COUNTY AT ____ O'CLOCK ____ M., ON THE ____ DAY OF ____ A.D. 2023 AND IS DULY RECORDED IN PLAT BOOK ____ PAGE ____ RECEPTION NO. ____

CLERK AND RECORDER

BY: DEPUTY

TOWN COMMUNITY DEVELOPMENT DIRECTOR'S APPROVAL

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BY: DAVE SHINNEMAN, COMMUNITY DEVELOPMENT DIRECTOR

NOTES:

1. BASIS OF BEARINGS FOR THIS PLAT IS A BEARING OF N80°39'38"W ALONG THE NORTH LINE OF LOT 47 BETWEEN A FOUND #5 REBAR & 1-1/2" ALUMINUM CAP 15-165836 AND A FOUND #5 REBAR & 1-1/2" ALUMINUM CAP 1525259 AS SHOWN HEREON.
2. DATE OF FIELD SURVEY: SEPTEMBER 2, 8 & 9, 2020 AND AUGUST 23, 2023.
3. LINEAR UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET.
4. THIS PLAT IS BASED ON TWO CREEKS, EAST VILLAGE P.U.D. A SUBDIVISION, RECORDED OCTOBER 14, 1994, IN PLAT BOOK 33 AT PAGE 54 AND CORNERS FOUND IN PLACE AS SHOWN HEREON.
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SURVEYOR'S CERTIFICATION

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IN WITNESS THEREOF, I HAVE SET MY HAND AND SEAL THIS ____ DAY OF ____ A.D. 2023.

ROONEY P. KESER
LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38215

NOTE: ACCORDING TO COLORADO LAW YOU MUST COME WITH AN ACTION ACTION BASED UPON ANY DEFECT IN THIS SURVEY BEFORE TAKING ACTION BASED UPON ANY DEFECT IN THIS SURVEY OR COMMENCEMENT OF ACTION FOR YOUR YEARS FROM THE DATE OF RECORDING THIS SURVEY.

TRUE NORTH COLORADO, LLC

A LAND SURVEYING AND MAPPING COMPANY

PROJECT NO: 2022-234

DATE: September 27, 2023

DRAWN BY: [Signature]

SHEET 1 OF 1

SURVEYED BY: [Signature]

CHECKED BY: [Signature]

DATE: September 27, 2023

DATE: September 27, 2023

DATE: September 27, 2023

DATE: September 27, 2023

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DATE: September 27, 2023

DATE: September 27, 2023

DATE: September 27, 2023

DATE: September 27, 2023

DATE: September 27, 2023

DATE: September 27, 2023

DATE: September 27, 2023

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

December 4, 2023

AGENDA ITEM:

Discussion and Consideration to Approve Re
Resolution Approving a Revocable License Agreement with Harvest for Hunger

PRESENTED BY:

Jeff Conklin, Town Attorney
Clint Kinney, Town Manager

BACKGROUND:

The Town Council has previously received a request from the Executive Director of Harvest for Hunger, Gray Warr to find and provide space for an unmanned food pantry in Snowmass Village. After reviewing and considering a number of locations, Town Staff and Harvest for Hunger are recommending using an office space on the main level of Town Hall for the food pantry.

Harvest for Hunger is a local non-profit organization that wishes to operate a food pantry. The Town has worked with Harvest for Hunger to locate and evaluation potential locates for a food pantry, including the Snowmass Inn (which would have required a zoning change). Town Hall has an approximately 8'x12' space that is used as a "flex" office. Staff believes this would be an appropriate location for a food pantry, which includes a freezer and shelving for dry goods. To memorialize this arrangement, Staff recommends entering a license agreement with Harvest for Hunger. Harvest for Hunger will be responsible for any damage of the space and provide appropriate insurance coverage to the Town. The license can be terminated at any time by the Town. Agreement").

FINANCIAL IMPACT:

The direct fiscal impact to the Town government will be minimal.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

This is intended to help with a variety of goals outlined in the 2023 Council Goal Statement.

COUNCIL OPTIONS:

1. Approve Resolution No. 31, Series of 2023.
2. Modify, then approve Resolution No. 31, Series of 2023

3. Deny Resolution No. 31, Series of 2023.

STAFF RECOMMENDATION:

It is the recommendation of Town Staff that Town Council make a motion to approve Resolution No. 31, Series of 2023

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 the TOWN OF SNOWMASS VILLAGE, COLORADO, a Colorado home rule municipality (the “Town” or “Licensor”) and HARVEST FOR HUNGER, a Colorado nonprofit corporation (“Licensee”). The Town and Licensee shall be collectively referred to herein as “Parties.”

RECITALS

- A. The Town owns the Town Hall property located at 130 Kearns Road in the Town of Snowmass Village, which includes the approximately 8’ x 12’ “flex” office space therein (Room 128) (the “Town Property” or “License Area”).
- B. Licensee wishes to obtain a revocable, non-exclusive license from the Town to use the Town Property for the operation of a food pantry, as more fully described in **Exhibit A** (the “Permitted Uses”) (the “License Area”).
- C. The Town is willing to grant Licensee a revocable license to encroach, occupy, and use the Town Property for such Permitted 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. The Town hereby grants Licensee a revocable and non-exclusive license to encroach, occupy, and use the Town Property in the for the Permitted Uses (the “License”), subject to the following conditions:
 - a. Permitted Uses. This License is expressly limited to the Permitted Uses and such improvements and uses shall not be enlarged, expanded, or increased. Licensee shall be responsible for the Permitted Uses located in the License Area. Licensee shall not place, build, expand, or add to any structures, improvements, or other items on the License Area. The Town shall have no responsibility, liability, or obligation with respect to the safety, security, damage, or loss of any materials, items, improvements, food, or other personal property of Licensee placed or located on, at, or in the License Area, it being acknowledged and understood by Licensee that the safety, security, damage, and loss of any such property is the sole responsibility and risk of Licensee. Licensee hereby accepts and assumes all risk associated with the installation, location, and use of the Town Property and any resulting damage thereto and the Town Property.

- b. General Use and Care of License Area; Compliance with Law; Permits. Licensee shall take such actions as are necessary to maintain the the License Area in good and safe condition at all times during the Term. Licensee further agrees to comply at all times during the term of this Agreement with the ordinances, resolutions, rules, and regulations of the Town in Licensee's use and occupancy of the License Area.
 - c. Nuisances. No hazardous materials or nuisance items shall be permitted, stored, or installed on the License Area. Licensee shall not damage or interfere with any Town installations, structures, utilities, or improvements within to the License Area.
 - d. Liens. Licensee shall keep the License Area free from any liens. Licensee shall be solely responsible for and shall promptly pay for all services, labor, or materials furnished to the License Area at the instance of Licensee. The Town may at Licensee's expense discharge any liens or claims arising from the same.
 - e. Title. Licensee hereby acknowledges the title of the Town to the Town Property and agrees never to resist or deny such title. Any and all use of the Town Property by Licensee under this License is permissive and not adverse to the interest of the Town. This Agreement is made subject to any existing easements, reservations, restrictions or rights of way.
 - f. Revocable. The License granted herein shall be revocable at the Town's sole discretion at any time upon written notice thereof.
 - g. Consideration. The Town is granting this License as an accommodation and without monetary consideration.
 - h. Other Conditions:
 - i. Access to the Town Property by the public shall be limited to the hours of 830 AM to 430 PM on days that Town Hall is open for business. Licensee may utilize the Town Property for restocking, etc. during times Town Hall is open for business.
3. Term; Termination; Restoration of License Area. The License shall terminate upon the Town providing written notice of revocation to the Licensee (the "Termination Date"). Upon termination, Licensee shall remove all improvements and personal property from the License Area not later than the Termination Date and shall restore the License Area in as good a condition as when Licensee took possession, excepting only ordinary wear and tear. In the event the improvements and personal property are not removed and/or the Town Property is damaged, the Town may undertake removal or repair at Licensee's expense.
4. Notice of Default. In the event of any default under the provisions of this Agreement, the non-defaulting party shall, prior to the exercise of any right or remedy given the party

alleged to be in default, provide written notice of such default together with right for a period of seven (7) days after receipt of such notice to cure said default. If an alleged default by its nature is not capable of being cured within the time provided, the party alleged to be in default shall, provided such party is proceeding with all due diligence, have up to an additional twenty-one (21) days to cure said default. If a default is not cured within the time provided or any extension thereof, the non-defaulting party shall then and thereafter be free to pursue any right or remedy allowed by this Agreement or otherwise by law. The terms of the paragraph shall not apply to the Town's right to revoke the License granted by this Agreement, which may be revoked at any time.

5. Right of Entry. Notwithstanding any other provisions of this Agreement to the contrary, the Town shall at all times have the right to enter the License Area to inspect, improve, maintain, alter, or utilize the License Area or any adjacent premises.
6. Indemnification and Release. Licensee agrees to forever indemnify, defend, hold harmless, and release from liability the Town, its elected and appointed officials, managers, agents, employees, contractors, and insurers, from and against any claim, liability, demand, obligation, loss, damage, assessment, judgment, cost (including attorney fees), or expense whatsoever relating to or arising out of the use of the Town Property or arising out of or related to this Agreement. Licensee shall be solely responsible to defend any such action, proceeding, or claim for which the Town may be entitled to indemnification, and the Town hereby agrees to fully cooperate with Licensee in the defense or settlement, as the case may be, of such action, proceeding, or claim, but the Town reserves the right to participate in the defense of any such action, proceeding, or claim and shall be indemnified by Licensee from any and all out of pocket expenses, costs, damages, liabilities and fees (including reasonable attorney and expert witness fees). Licensee shall give written notice to the Town within seven (7) days after Licensee's actual knowledge of any matter giving rise to the obligation contained in this paragraph.
7. Insurance. Licensee shall obtain, at its expense, and keep in full force and effect throughout the term of this Agreement, with a reputable insurer, general public liability insurance for the use License Area in amounts required by the Town. The Town, its elected and appointed officers, agents and employees shall be named as additional insureds on such policies. The policies required above shall be primary insurance, and any insurance carried by the Town shall be excess and not contributory insurance. Such policies shall contain a severability of interests provision. Licensee shall be solely responsible for any deductible losses under each of the policies required above. Licensee shall provide to the Town proof of insurance. The Town shall have the right to require Licensee to review and increase the limits of insurance coverage hereunder based on prevailing limits then carried by like or similar risks.
8. 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.

9. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Town Code and Ordinances and the laws of the State of Colorado, and that Licensee, when dealing with the Town, acts at its own risk as to any representation or undertaking by the Town officers or agents or their designees which is subsequently held unlawful by a court of law.
10. Binding Effect; Assignment of Rights; Survival; Recording. This License granted under this Agreement is personal to the Town and Licensee and does not run with Licensee's interest in any property. The rights and obligations of this Agreement may not be assigned in whole or in part without the prior written authorization of the Town, in its sole discretion. Any assignment made without prior written authorization shall be a material breach of this Agreement, and the License granted in this Agreement shall thereafter be deemed terminated. All of the terms and conditions of this Agreement concerning release, indemnification, termination, remedies and enforcement shall survive termination of this Agreement.
11. 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.
12. Notice. Any notice or communication required hereunder between the Town and the Association 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 Licensee, to:

-
-
-
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.

20. 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.
21. Fees and Expenses. Licensee agrees to reimburse the Town promptly upon receipt of a billing for all of the Town's costs and expenses relating to the negotiation, drafting, enforcement, and performance of this Agreement, including but not limited to recording fees, engineering fees, and attorney fees.

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

~ Signature Pages Follow ~

TOWN OF SNOWMASS VILLAGE, COLORADO

By: _____
Town Manager Date

ATTEST:

Town Clerk

LICENSEE:

Name: _____
As: _____
Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2023 by _____.

Witness my hand and official seal.

Notary Public

EXHIBIT A
(Permitted Uses)

Installation and use of freezer, refrigerator, and shelving to store various food items as food pantry. The pantry will not be staffed but will be regularly monitored by Licensee.

November 6, 2023

Town of Snowmass

To Whom It May Concern:

Food Bank of the Rockies has been addressing food insecurity on Colorado's Western Slope since 1998. We currently work with over 140 hunger relief partners across 13 Western Slope counties including LIFT-UP, Harvest for Hunger, and Valley Meals & More. In the fiscal year that ended 6/30/23, we distributed 10.5 million pounds of food on the Western Slope, including 2.7 million pounds (26%) in Eagle, Garfield, and Pitkin counties.

In FY24, we project that approximately 10.8 million pounds of food (including 3.6 million pounds of fresh produce) will be distributed across our Western Slope service area, with about 1.38 million pounds of that total (including 0.46 million pounds of fresh produce) going to the Aspen to Parachute region. Using the Feeding America guideline that on average it takes 1.2 pounds of food to create a meal, these pounds of food will convert to 9.0 million meals across our Western Slope service area, and 1.15 million meals to the Aspen to Parachute region, in FY24.

When I stepped into this role five years ago, I was charged with figuring out how to get food to neighbors in Pitkin County. Based upon data from Feeding America, we knew all of the food being distributed wasn't enough for those who needed it. During the pandemic, Harvest for Hunger helped us discover that the Town of Snowmass was key to this issue. Individuals who work there are unable to get to the food and mobile pantries in Aspen. Having a food pantry located in this town is critical to ensuring that people facing hunger have the resources they need. We support Harvest for Hunger's effort to open this food pantry, and we provide industry-leading food safety training and operational support. We ask the Town of Snowmass to allow Harvest for Hunger to open a food pantry in the space without any more delay.

Sincerely,



Sue Ellen Rodwick
Western Slope Director



November 6th, 2023

LETTER OF SUPPORT

To the members of the Council of the Town of Snowmass Village

Aspen Family Connections is the school-based family resource center in the Aspen School District, serving children, youth and families in the District and in Pitkin County with resources, connection and prevention opportunities.

We are writing in support of the efforts by **Harvest for Hunger** and its Director Gray Warr to establish a sustainable Snowmass Village-based food pantry resource and encourage the Council to engage with those efforts and help find a location for this pantry.

If there was ever any doubt about the needs of those who both live and work in Snowmass Village in terms of food security, those were dispelled by the pandemic. Thanks to the support of the TOSV Aspen Family Connections was able to hold a number of mobile food pantries in Snowmass, and this helped us see and understand the specific needs of the Snowmass community.

We all know the challenges inherent in living and working in an expensive seasonal resort community, and it has become very clear that many of our apparently well-established families are living paycheck-to-paycheck and had very little or no cushioning from the adversities of the pandemic or those that just arrive in all our lives, occasioned by divorce, illness, injury or any other events.

In those situations, food is often scarce and we ourselves were taken aback by how many people were indeed food-insecure and remain so even now. The enormous help of food distribution and food pantries cannot be underestimated, particularly when run in a way that is compassionate, minimizes any kind of stigma and provides plentiful food resources without the added pressure of having to drive to Aspen at times that may be inconvenient for SMV residents.

We greatly appreciate the exceptional partnership and support of Harvest for Hunger, an excellent Snowmass-based nonprofit that from its inception has stepped up in every way possible to serve our community's needs and urge the Council to give every consideration and constructive support to Harvest for Hunger's goals.

Thank you,

Katherine Sand



Director, Aspen Family Connections



November 6, 2023

To Snowmass Town Council Members,

Please accept this letter in support of Mr. Gray Warr, Executive Director of Harvest for Hunger. Gray is trying to find a suitable location within Snowmass Village to establish a food pantry for residents and employees of Snowmass Village. I had the privilege of working with Gray and his team last November, around Thanksgiving, and witnessed his efforts to save a lot of food from going to waste. The residents of Club Commons were certainly excited to help themselves to perishables, dry goods, dairy products and turkeys!

Aspen Skiing Company's employee funded Caring for Communities Foundation has funded Hunger for Harvest the past couple of grant cycles. A food pantry location within Snowmass Village will be beneficial to so many during these challenging times with increasing food prices, as well as the increased cost to live in this valley. I am happy to support Gray in his efforts to make this idea come to fruition.

I hope you will join me in supporting Gray with this project.

Please feel free to reach out if I can provide any additional information.

Sincerely,

A handwritten signature in blue ink that reads "Susan C. Cross".

Susan C. Cross
Snowmass General Manager



Samuel Landercasper
Interim Director
Pitkin County Department of Human Services
405 Castle Creek Road
Aspen, CO 81611
samuel.landercasper@pitkincounty.com
(970) 309-3474

November 3, 2023

To the Town Council of Snowmass Village,

I am writing to express our enthusiastic support for the remarkable initiative put forth by Harvest for Hunger in the form of a "Stigma Free" unsupervised food pantry in Snowmass Village. Harvest for Hunger's proposal to establish the first-ever Stigma Free food pantry is not only innovative but also aligned with our mission to combat food insecurity and uplift our community.

The issue of food insecurity in Pitkin County and the surrounding region is substantial, primarily due to the high cost of living. We recognize that some individuals may experience pride or hesitation when visiting a conventional food pantry. The Stigma Free pantry concept presents a vital solution, granting these individuals access to the nourishment required for healthy living without the burden of judgment or stigma. Notably, the stigma associated with accessing food resources ranked among the top three issues affecting food security, as identified in three separate food security summits in Pitkin, Eagle, and Garfield counties.

In light of Harvest for Hunger's impressive track record, having rescued an astounding 106,662 pounds of various food items in 2022, we have every confidence that they are well-equipped to make a significant impact through the proposed Snowmass Food Pantry. Starting small with rescued frozen meat and dry goods and having the potential to include free produce and bakery items, this initiative is poised to make a tangible difference in addressing hunger and food insecurity within our community.

Furthermore, the plan to keep the Snowmass Food Pantry open five days a week, from 9 am to 3 pm, sets it apart from most traditional food pantries, which often face staffing constraints. We appreciate the innovative approach of having an unsupervised but monitored pantry, which not only ensures continuous availability but also fosters a sense of autonomy and self-reliance for those in need.



It is abundantly clear that Harvest for Hunger's aim is not just to provide food but to build a stronger and more resilient community. Their dedication to feeding those in need and supporting those living paycheck to paycheck aligns perfectly with our values and mission at the Pitkin County Department of Human Services. We wholeheartedly endorse this project and look forward to supporting it in any way we can.

We believe that the Snowmass Food Pantry will be a transformative asset for our community, and we are excited to witness the positive impact it will bring. Please feel free to reach out to me for any additional input or clarification.

Sincerely,

Samuel Landercasper
Samuel Landercasper

Interim Director

Pitkin County Department of Human Services

November 6th, 2023

Dear Councilmembers,

I'm writing in support of Harvest for Hunger's proposal to expand its food rescue and distribution program in the Roaring Fork Valley. Opening a Snowmass pantry that is near RFTA, freely accessible, and open every weekday would overcome transportation, stigma, and work schedule barriers to accessing food aid. Additionally, while working at the ASC food bank in Basalt for a year, I noticed that recipients normally underserved themselves, thinking that there was always someone more deserving. However, our valley has enough resources so no resident need go hungry. We just need more spaces where people can get help easily.

The Caring for Community Fund, Aspen One's employee-led fund, has supported Harvest for Hunger the past few years in recognition of Gray's vision and diligence to fill a gap in our food system. And we hope that other organizations will help advance his work.

Thanks for your consideration. Please feel free to reach out with any questions.

All the best,

Hannah

HANNAH BERMAN
SUSTAINABILITY AND PHILANTHROPY SENIOR MANAGER | ASPEN SKIING COMPANY
DIRECTOR | CARING FOR COMMUNITY FUND
O: +1 970-300-7153
HBERMAN@ASPENSNOWMASS.COM
[ASPENSNOWMASS.COM](https://www.aspensnowmass.com)

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

December 4, 2023

AGENDA ITEM:

Informational Session: Base Village Linear Park design update – between Base Village Buildings 10 AB on Lot 6 and Building 11 on Lot 5.

PRESENTED BY:

Jim Wahlstrom, AICP, Senior Planner,
Through Dave Shinneman, AICP, Community Development Director

BACKGROUND:

The Architectural Review for the Site Specific Development Plan involving Buildings 10 AB on Lot 6 was approved via Resolution No. 13, Series of 2023, by the Town Council on May 15, 2023 which added the following condition:

12) Linear Park. Prior to issuance of a building permit, the Applicant shall present an update of the Linear Park to Town Council to share more advanced design details on the features and elements. This shall be an informational session and no additional action of the Council shall be required.”

The Applicant is nearing a submission of a building permit application for Buildings 10 AB. Pursuant to Condition 12 above, the Applicant requested to present an update of linear park, located between this Buildings 10 AB on Lot 6 and Building 11 on Lot 5, at the Town Council meeting on December 4, 2023.

FINANCIAL IMPACT:

There is no direct financial impact to the Town related to this presentation on the Base Village linear park. It would be privately owned and operated if constructed.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

As part of the Town Council 2023 goals for the future, below are a few of the strategic initiatives relative to the Base Village linear park between Buildings 10 AB on Lot 6 and Building 11 on Lot 5:

- *Focus on improved access and safety to make Snowmass Village more walkable and bike-able.*
- *Continue to improve the multi-modal connections between Base Village, the Mall and the Center.*
- *Manage parking and transit to encourage efficient, effective, and sustainable mobility choices.*
- *Focus new development and/or redevelopment within the identified CPAs.*
- *Strengthen local economic opportunities to assure vibrancy.*
- *Town Council identified values of the Village as fun, community focused, family-friendly, thriving, charming, resilient, safe, emotionally connected, and unique.*

COUNCIL OPTIONS:

Town Council may listen to or ask questions regarding the Applicant's presentation of the more advanced design details on the features and elements for the Base Village Linear Park.

STAFF RECOMMENDATION:

Listen to the Applicant's presentation of the more advanced design details on the features and elements for the Base Village Linear Park. Per Condition 11 in Resolution 13, 2023, this shall be an informational session and no additional action of the Council shall be required.

ATTACHMENTS:

1. **Linear Park Updated drawings dated November 29, 2023;** and
2. Landscaping and civil plans dated December 1, 2022 from the SSDP review this past year, provided for reference.

Linear Park Update



SBV 10AB Site Specific Approval

23-13 TC

Reso

Buildings 10AB, Amended Lot 6, Base Village PUD SSDP and Final Architectural Review

Page 5 of 5

- 12) **Linear Park.** Prior to issuance of a building permit, the Applicant shall present an update of the Linear Park to Town Council to share more advanced design details on the features and elements. This shall be an informational session and no additional action of the Council shall be required.

Village Activation



AMENITIES

- 30 Buses & Shuttles
- 17 East Parking Garage
- 20 Ice Rink & Summer Lawn
- 39 Medical Clinic
- 12 West Parking Garage
- 19 Climbing Wall
- 2 Conference Center
- 26 Game Lounge
- 27 Play Area
- 16 Ski Storage & Transfer
- 10 Ticket Office
- 1 Treehouse Kids Adventure Center
- 40 Village Pool (Coming Summer 2023)

FOOD & DRINK

- 3 Aurum Food & Wine
- 5 Base Camp Bar & Grill
- 43 Café V
- 22 GG's Market
- 34 JÜS Café
- 11 Kenichi Snowmass
- 25 Limelight Lounge
- 23 Mawita Latin Inspired Kitchen & Bar
- 44 Nest Bar & Grill
- 6 Slice of Italy
- 28 Sundae
- 14 The Crepe Shack
- 42 Toro

RETAIL & SERVICES

- 38 Alux Spalon
- 13 Aspen Sports
- 35 Eco Car Share
- 33 Eco Steam Wash
- 29 Eye Pieces of Snowmass
- 15 Four Mountain Sports: Rentals
- 9 Four Mountain Sports: Ski & Bike
- 36 Inspirato Members Lounge
- 37 King Yoga Studio
- 4 Performance Ski
- 18 Snowmass Mtn. Club
- 31 Ro + Fern
- 24 The Collective
- 41 Viceroy Spa

LODGING & REAL ESTATE

- 8 Aspen Snowmass Sotheby's
- 21 Coldwell Banker
- 7 Slifer Smith & Frampton
- 32 Snowmass Mountain Lodging Check-In

Linear Park Location



Rink/Lawn

Limelight

Ski Trail

Wood
Rd.

One
Snowmass

10AB

Electric
Pass Lodge

Wood
Rd.

Linear Park - Vision



- **Achieve year-round activation of the Village Walk (fire lane) between Wood Road and the Base Village commercial core.** Thoughtfully designed elements will draw pedestrians through the site from both the plaza and ski back trail levels.
- **Design a thoughtful combination of Captured Moments, Unstructured Play, & Integrated Art.** A mix of passive and active features will combine to create areas that encourage play and areas to reflect.
- Provide missing pedestrian connections into the Village Core from Wood Road and the ski area
- **Create an amenity that is valued by both Base Village guests and the Snowmass Village community.** Art and sculpture will combine with play equipment and natural landscape features to bring energy and activation along this important pedestrian access.

SSDP Linear Park Site Plan

May 2023



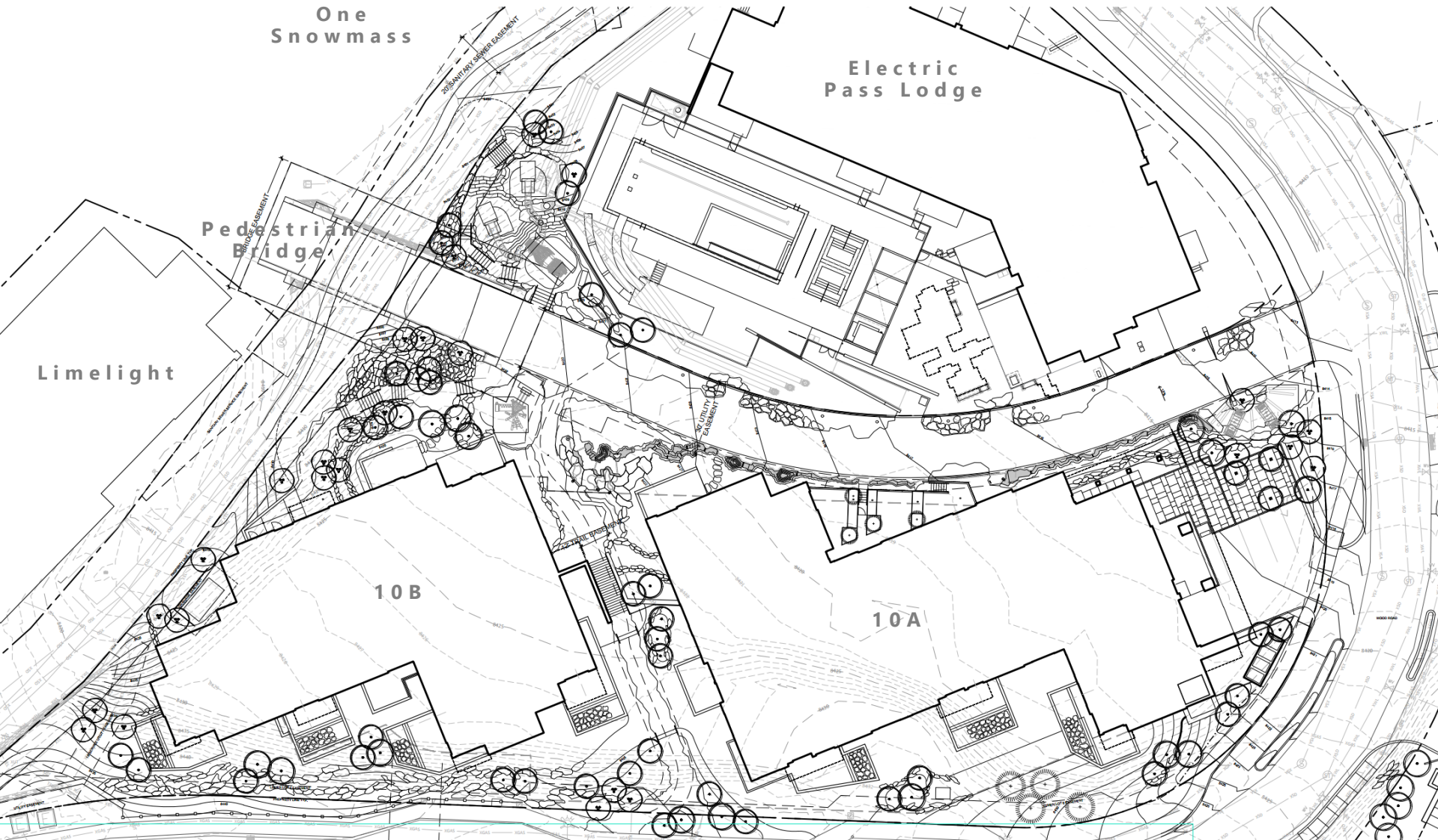
SSDP Concept Rendering

May 2023



Updated Linear Park Site Plan

December 2023



Updated Linear Park Site Plan

December 2023



Design Team

DESIGNWORKSHOP



Our Purpose:

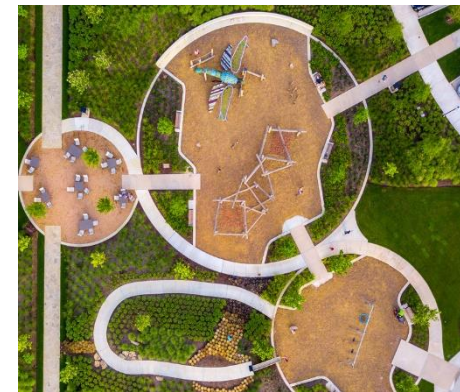
- Design and build inspiring custom playgrounds that stimulate children's imaginations, offer physical challenge and beneficial risk, foster social interaction and creative play.
- Create one-of-a-kind playscape destinations for cities and communities where children and families will gather time and again to play.
- Design exceptional play value into playground sculptures and structures that provide ideal environments for healthy physical, social and cognitive development.
- Handcraft durable and long-lasting bespoke playscapes using the highest quality materials.



12/04/23 TC Packet

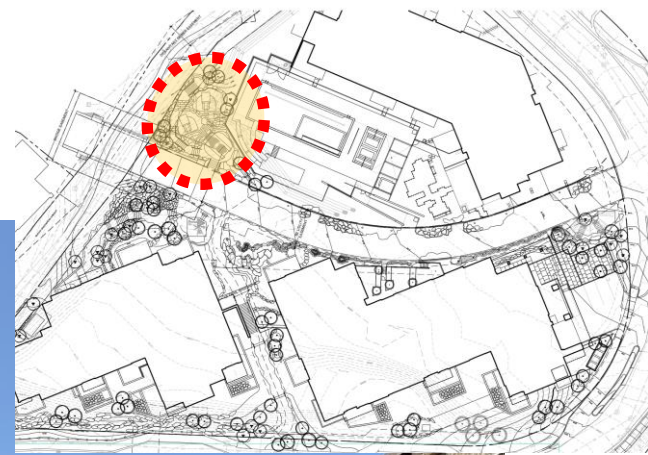


50 of 157



Play Feature

North

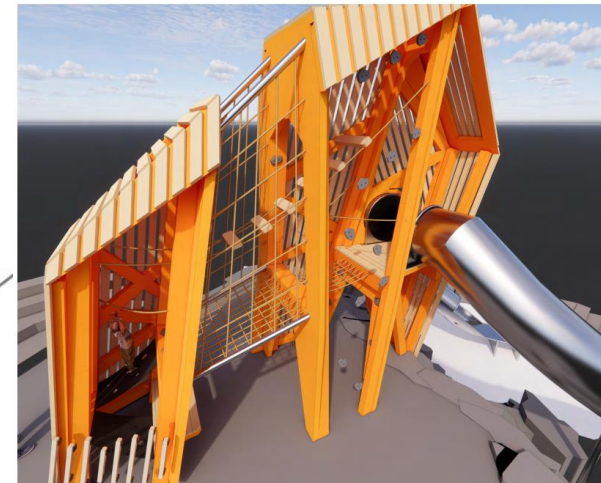
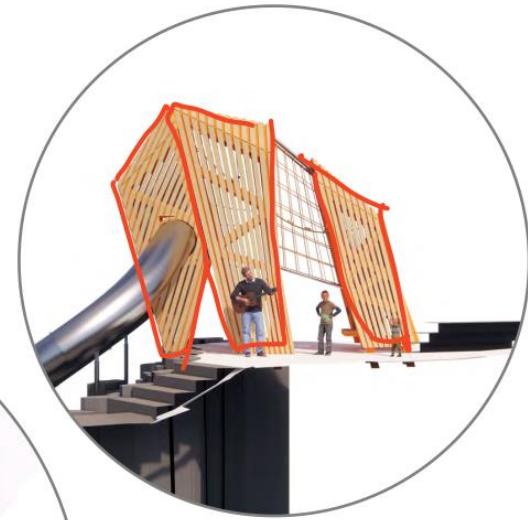


Play Feature



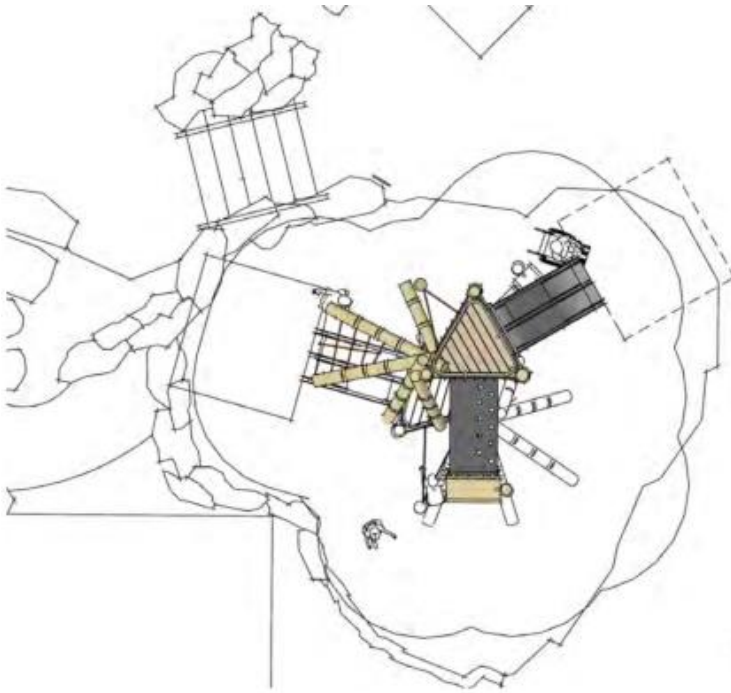
Play Feature North

Ice Age Discovery – Inspired
Playground by 



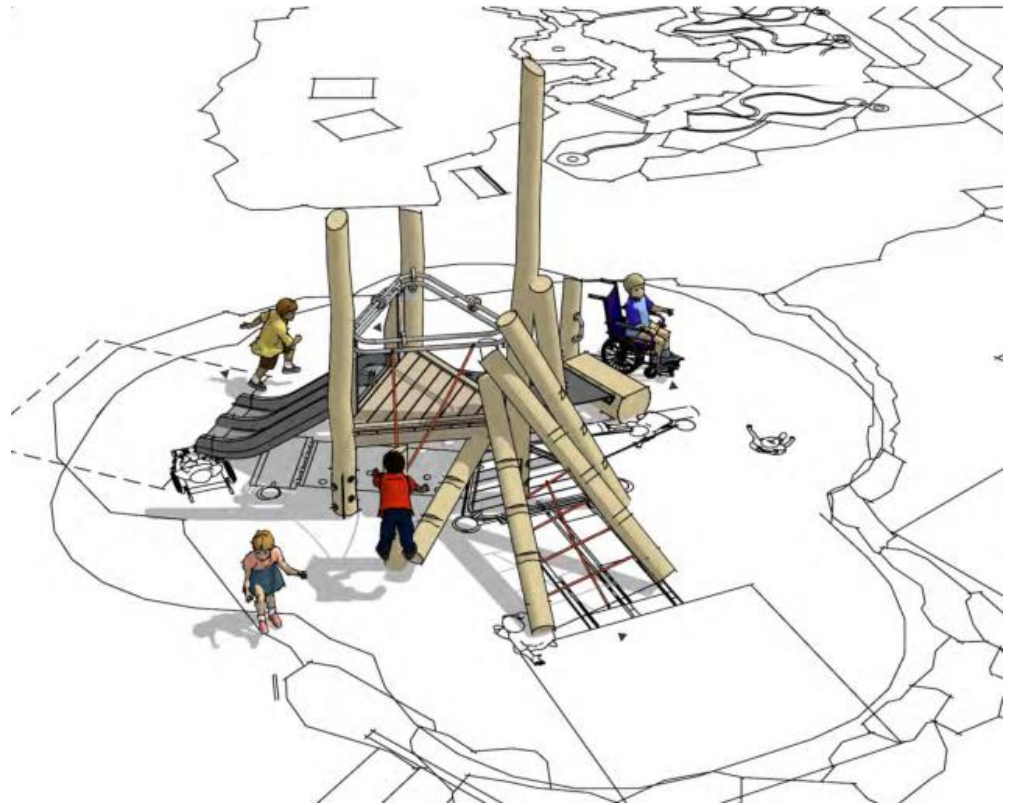
Play Feature

South



Site Plan

12/04/23 TC Packet



Rendering

54 of 157

Interactive Water Feature

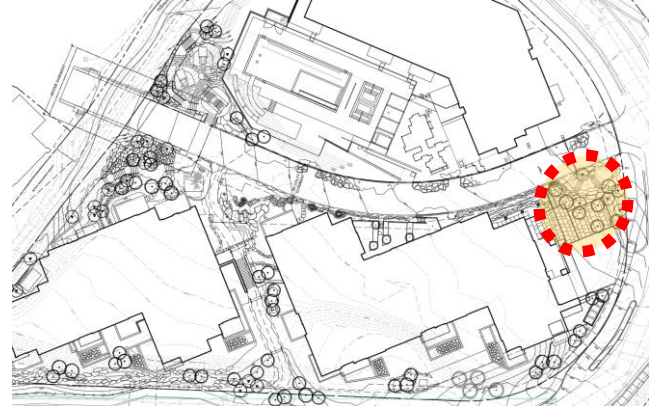


Interactive Water Feature



Art Feature

Site Plan



Renderings



12/04/23 TC Packet



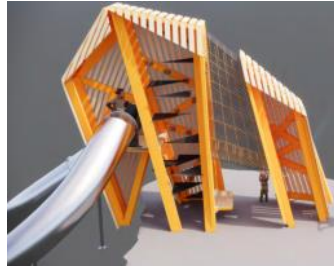
57 of 157

Summary of Art & Play

December 2023



**Boulder
Climbing / Seating**



North Play Area



**Waterfall Rock
Channels**



Interactive Stream

Art & Play

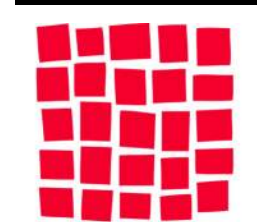
South Play Area



Lawn

**Stairs to Ski
Back Trail**

LANDSCAPE AND CIVIL PLANS



DAVIS
PARTNERSHIP
ARCHITECTS

12/04/23 TC Packet

PROJECT:
SITE SPECIFIC DEVELOPMENT PLAN
BUILDINGS 10A & 10B (STRATOS)
SNOWMASS BASE VILLAGE

DRAWING:
SSDP COVER SHEET - LANDSCAPE AND
CIVIL

PROJECT NO: 21175.00

ISSUE DATE:
11/21/2022

SHEET
51

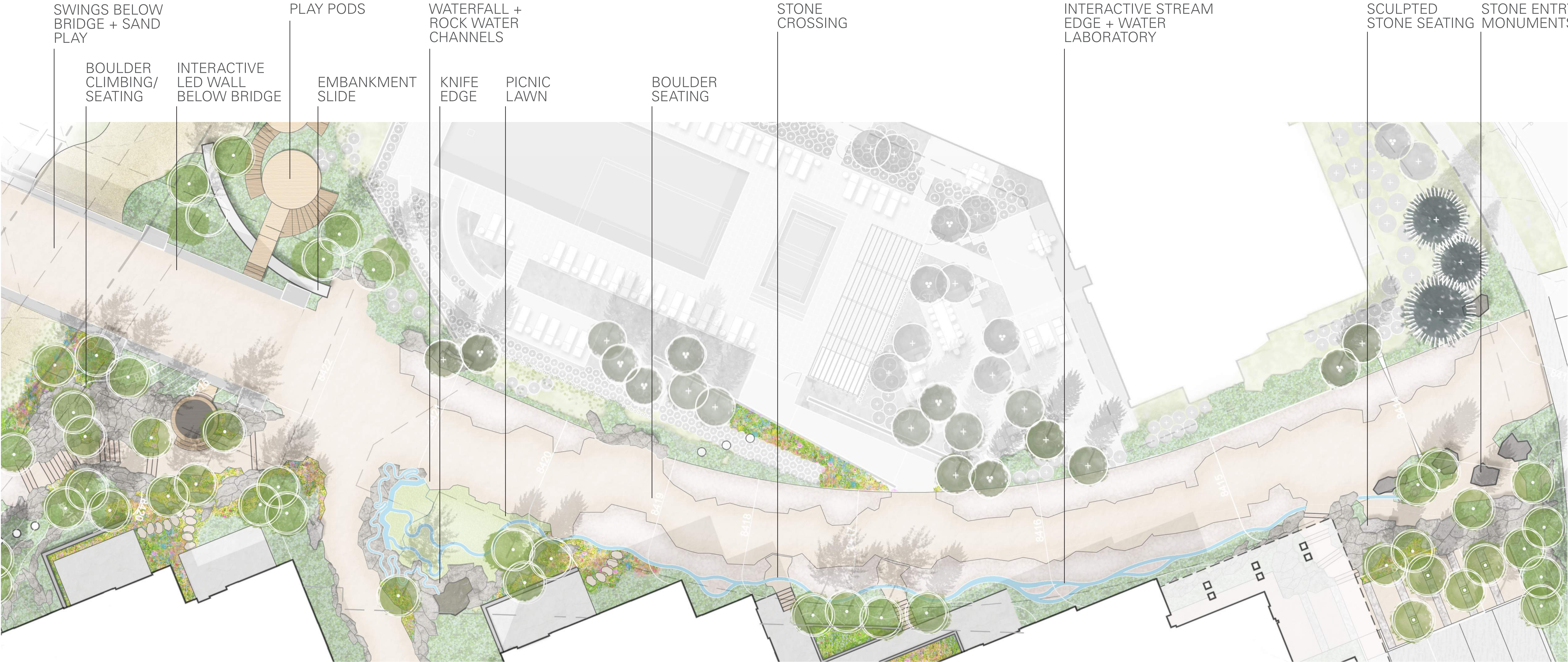
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SNOWMASS BASE VILLAGE BUILDING 10AB

SNOWMASS VILLAGE, CO

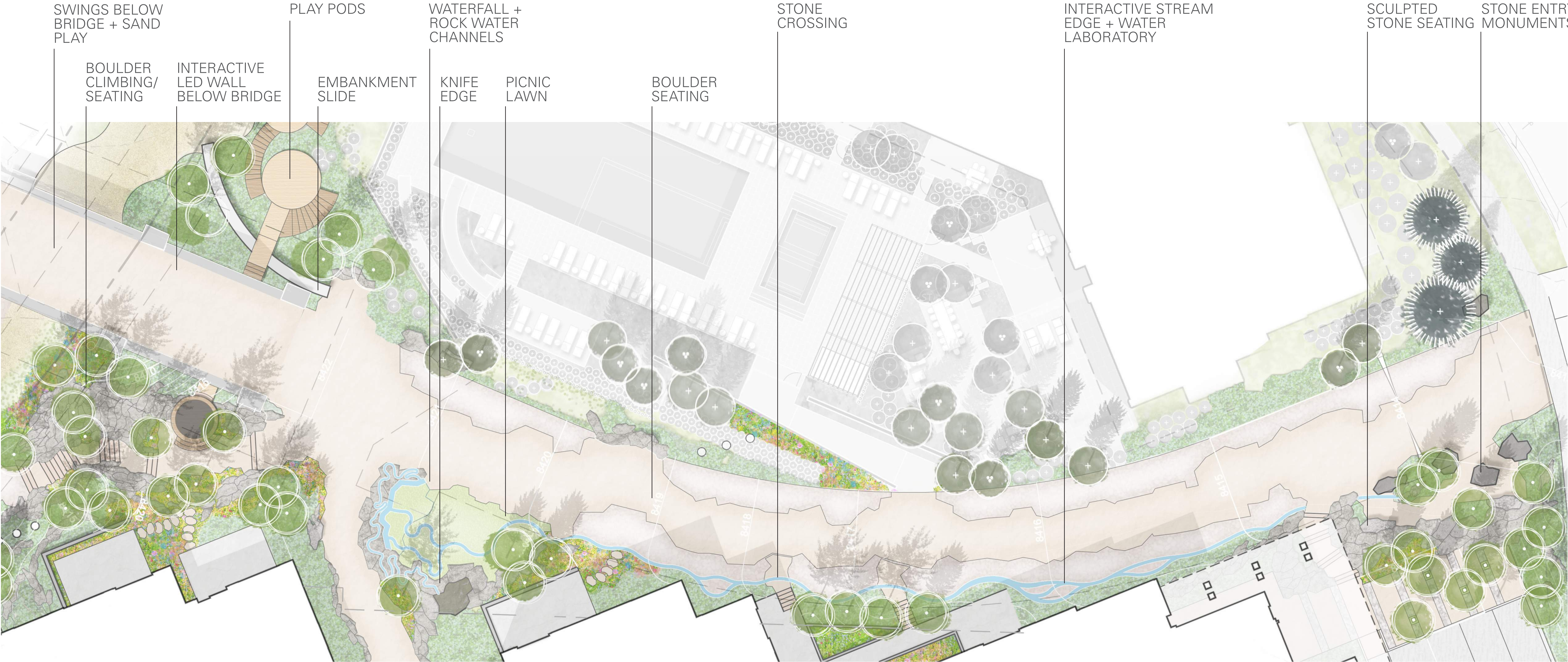
SUMMARY OF ART + PLAY



SNOWMASS BASE VILLAGE BUILDING 10AB

SNOWMASS VILLAGE, CO

SUMMARY WINTER ACTIVITIES



SNOWMASS BASE VILLAGE BUILDING 10AB

SNOWMASS VILLAGE, CO

LANDSCAPE PLAN

LEGEND

- ASPEN TREE
- ORNAMENTAL PLANTING
- NATIVE REVEGETATION
- LAWN

PLANT LIST

BOTANICAL NAME	COMMON NAME
TREES	
populus tremuloides	quaking aspen
populus tremuloides	quaking aspen: multi-stem
picea pungens	colorado blue spruce
SHRUBS	
cornus sericea	red twig dogwood
symphoricarpos albus	white snowberry
physocarpus opulifolius	ginger wine ninebark
astilbe chinensis	white astilbe
spirea betulifolia	birchleaf spirea
GROUNDCOVERS & PERENNIALS	
rubus parviflorus	chimbleberry
athyrium filix-mas 'robusta'	robust male fern
glechoma hederacea	common white yarrow
achillea millefolium	moonshine yarrow
parthenocissus quinquefolia	virginia creeper
leucanthemum x superbum	becky shasta daisy
bouteloua gracilis	blonde ambition grass
NATIVE REVEGETATION	
pitkin county irrigated seed mix	



SNOWMASS BASE VILLAGE BUILDING 10AB

SNOWMASS VILLAGE, CO

OPEN SPACE PLAN

LEGEND

AMENITY & ACCESS: 0.790 AC

OPEN SPACE: 0.492 AC

LIMIT OF WORK AREA: 2.13 AC

TOTAL AMENITY/ OPEN SPACE: 1.282 AC (60.19%)



SNOWMASS BASE VILLAGE BUILDING 10AB

SNOWMASS VILLAGE, CO



SNOWMELT & SNOW STORAGE PLAN

LEGEND

- SNOWMELT: APPROX. 23,209 SF
- SNOW STORAGE: APPROX. 7,381 SF
- NOTE: SNOWMELT ON ROOFTOP TERRACES IS NOT DEPICTED; APPROX. 12,365 SF



SNOWMASS BASE VILLAGE BUILDING 10AB

SNOWMASS VILLAGE, CO





SNOWMASS BASE VILLAGE BUILDING 10AB

SNOWMASS VILLAGE, CO

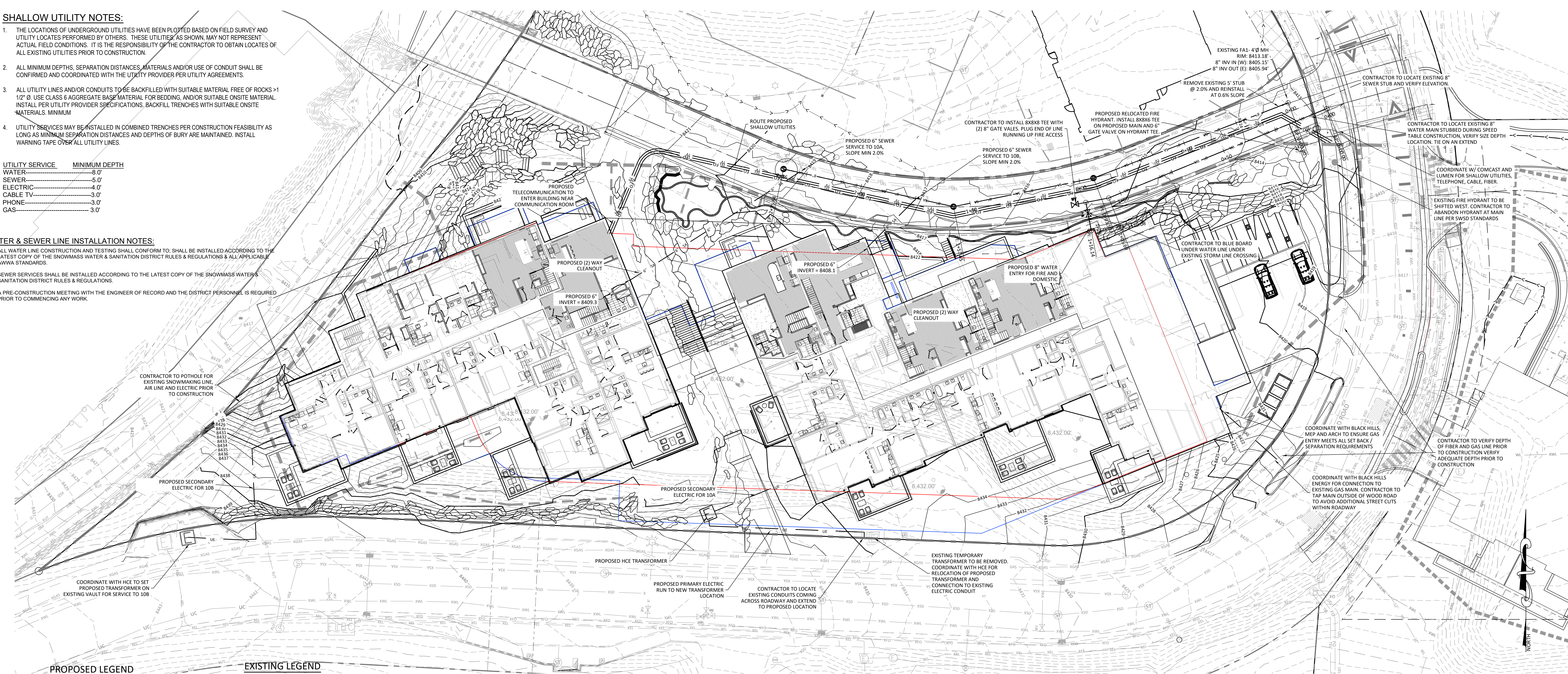
SHALLOW UTILITY NOTES:

- THE LOCATIONS OF UNDERGROUND UTILITIES HAVE BEEN PLOTTED BASED ON FIELD SURVEY AND UTILITY LOCATES PERFORMED BY OTHERS. THESE UTILITIES, AS SHOWN, MAY NOT REPRESENT ACTUAL FIELD CONDITIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN LOCATES OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
- ALL MINIMUM DEPTHS, SEPARATION DISTANCES, MATERIALS AND/OR USE OF CONDUIT SHALL BE CONFIRMED AND COORDINATED WITH THE UTILITY PROVIDER PER UTILITY AGREEMENTS.
- ALL UTILITY LINES AND/OR CONDUITS TO BE BACKFILLED WITH SUITABLE MATERIAL FREE OF ROCKS >1 1/2" Ø. USE CLASS 6 AGGREGATE BASE MATERIAL FOR BEDDING, AND/OR SUITABLE ONSITE MATERIAL. INSTALL PER UTILITY PROVIDER SPECIFICATIONS, BACKFILL TRENCHES WITH SUITABLE ONSITE MATERIALS. MINIMUM
- UTILITY SERVICES MAY BE INSTALLED IN COMBINED TRENCHES PER CONSTRUCTION FEASIBILITY AS LONG AS MINIMUM SEPARATION DISTANCES AND DEPTHS OF BURY ARE MAINTAINED. INSTALL WARNING TAPE OVER ALL UTILITY LINES.

UTILITY SERVICE	MINIMUM DEPTH
WATER.....	8.0'
SEWER.....	5.0'
ELECTRIC.....	4.0'
CABLE TV.....	3.0'
PHONE.....	3.0'
GAS.....	3.0'

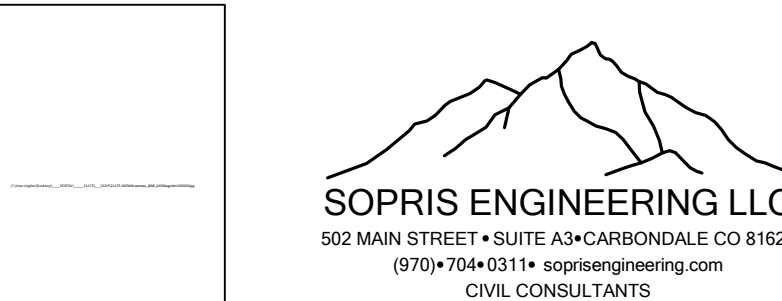
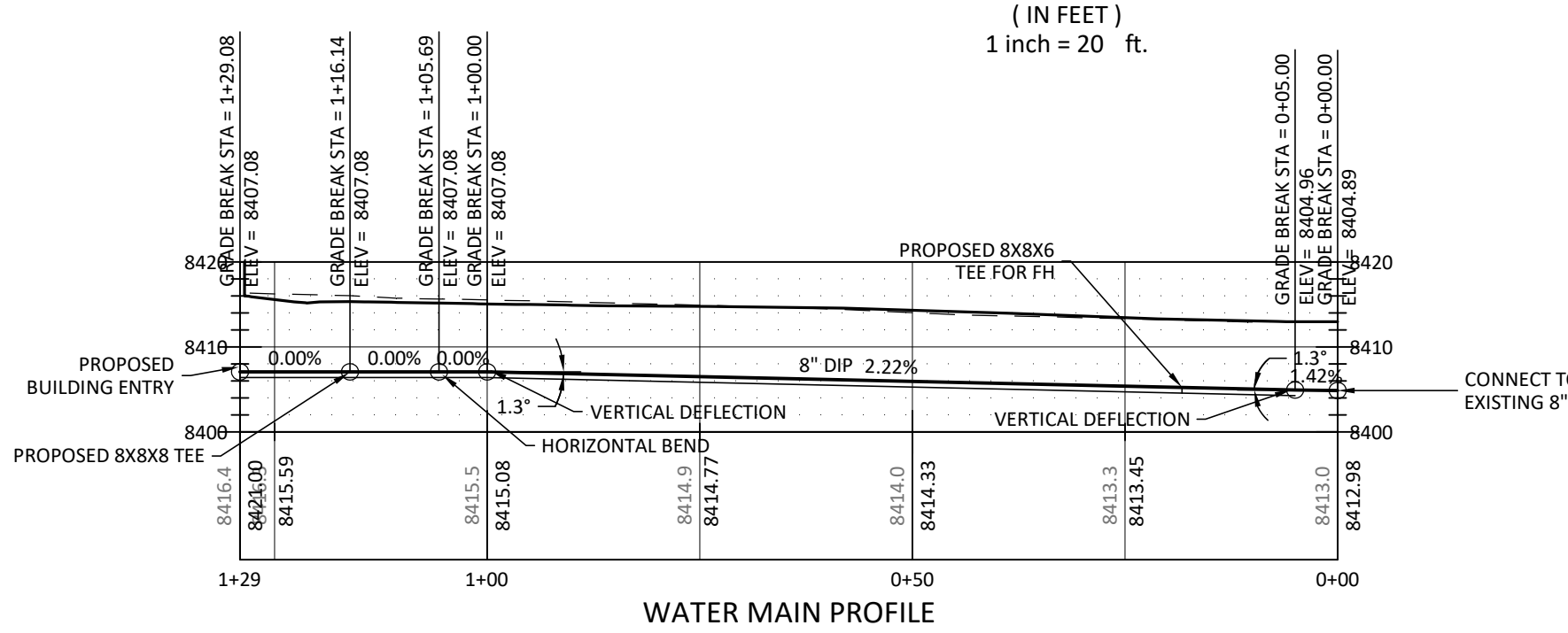
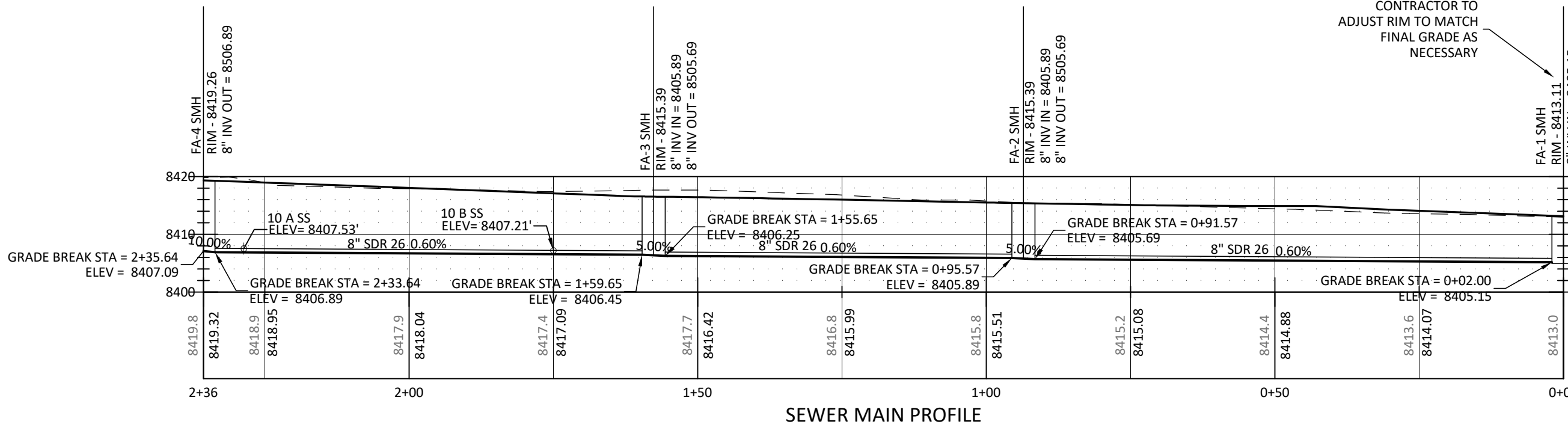
WATER & SEWER LINE INSTALLATION NOTES:

- ALL WATER LINE CONSTRUCTION AND TESTING SHALL CONFORM TO, SHALL BE INSTALLED ACCORDING TO THE LATEST COPY OF THE SNOWMASS WATER & SANITATION DISTRICT RULES & REGULATIONS & ALL APPLICABLE AWWA STANDARDS.
- SEWER SERVICES SHALL BE INSTALLED ACCORDING TO THE LATEST COPY OF THE SNOWMASS WATER & SANITATION DISTRICT RULES & REGULATIONS.
- A PRE-CONSTRUCTION MEETING WITH THE ENGINEER OF RECORD AND THE DISTRICT PERSONNEL IS REQUIRED PRIOR TO COMMENCING ANY WORK.



PROPOSED LEGEND	
8" WL	PROPOSED 8" WATER MAIN
6" SA	PROPOSED 6" SANITARY SEWER SERVICE
ETCG	PROPOSED ELEC, TELE, CABLE, GAS
ETC	PROPOSED ELEC, TELE, CABLE
GAS	PROPOSED GAS
TEL	PROPOSED TELEPHONE
UE	PROPOSED UNDERGROUND ELECTRIC
TV	PROPOSED CABLE
FO	PROPOSED FIBER OPTIC
SW	PROPOSED SWALE OR DITCH
SS	PROPOSED STORM SEWER
EM	PROPOSED ELECTRIC MANHOLE
DD	PROPOSED DRAINAGE DRY-WELL
SM	PROPOSED SEWER MANHOLE
TM	PROPOSED TELEPHONE MANHOLE
FH	PROPOSED FIRE HYDRANT
WV	PROPOSED WATER VALVE
CS	PROPOSED CURB STOP
GM	PROPOSED GAS METER/VALVE
ET	PROPOSED ELECTRIC TRANSFORMER
EM	PROPOSED ELECTRIC METER
TP	PROPOSED TELEPHONE PEDESTAL
CP	PROPOSED CATV PEDESTAL
SC	PROPOSED SEWER CLEANOUT
LP	PROPOSED LIGHT POLE
SG	PROPOSED SIGN
SI	PROPOSED STORM INLET

EXISTING LEGEND	
7900	EXISTING CONTOUR
XWL	EXISTING CONTOUR INTERVAL
XSA	EXISTING WATER MAIN
XGAS	EXISTING SANITARY SEWER MAIN
XUT	EXISTING GAS
XEL	EXISTING TELEPHONE
XTV	EXISTING UNDERGROUND ELECTRIC
XFO	EXISTING CABLE
XSD	EXISTING FIBER OPTIC
SW	EXISTING SWALE OR DITCH
SS	EXISTING STORM SEWER
EM	EXISTING EASEMENT
PL	EXISTING PROPERTY LINE
SS	EXISTING SETBACK (XX)
EM	EXISTING ELECTRIC MANHOLE
SM	EXISTING STORM MANHOLE
TM	EXISTING SEWER MANHOLE
TM	EXISTING TELEPHONE MANHOLE
TM	EXISTING UTILITY MANHOLE
EM	EXISTING FIRE HYDRANT
WV	EXISTING WATER VALVE
CS	EXISTING CURB STOP
GM	EXISTING GAS METER
ET	EXISTING ELECTRIC TRANSFORMER
EM	EXISTING ELECTRIC METER
TP	EXISTING TELEPHONE PEDESTAL
CP	EXISTING CATV PEDESTAL
SC	EXISTING SEWER CLEANOUT
LP	EXISTING LIGHT POLE
SG	EXISTING SIGN
SI	EXISTING STORM INLET



PROJECT:
BUILDINGS 10A & 10B
SNOWMASS BASE VILLAGE
PITKIN COUNTY, COLORADO

DRAWING:
**SSDP -
UTILITY PLAN**

PROJECT NO: 32051

ISSUE DATE:
09/28/22

SHEET
C103.0

SCALE: 1" = 20'

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

December 4, 2023

AGENDA ITEM:

Discussion and a Request to Approve a Resolution No. 33, Series 2023 Adopting a Revised TOSV Employee Handbook

PRESENTED BY:

Talita Garcia, Human Resources Director

Clint Kinney, Town Manager

Jeff Conklin, Town Attorney

BACKGROUND:

The TOSV Employee Handbook is an important management tool for employee relations. It sets policies, provides guidance, and delivers the necessary structure for the employees' professional relationship with the organization. The Handbook has been in place for decades and is a critical component of employee recruitment and on-going employee relations. It is the cornerstone of our Human Resources efforts.

For at least several decades, this document has been seen primarily as a management tool and was not reviewed by the Town Council. Starting in August of 2023, the Town Council started a policy level review and adoption of the document while still leaving the day-to-day management of the organization to Town Staff, as the Town Charter requires.

Since the August adoption, a number of additional modification are requested to be made to the Handbook. The proposed changes requested are routine and designed to keep the Town in Compliance with State and Federal law or otherwise add clarity to existing policies.

In this round of changes from the existing handbook, the primary changes are:

- Policy 3.2 changing the accrual methodology for vacation time.
- Policy 3.4 changing Personal Hours so that every employee, regardless of when in the year they are hired, receives 24 hours of Personal Leave.
- Policy 3.8 Changing the eligibility of an employee to receive paid parental leave for the birth or adoption of a child.
- Policy 5.3 Expanding the eligible uses of the recreation benefit.

FINANCIAL IMPACT:

As a service organization, obviously employee salaries and benefits are the Town's single largest expense. Every direct expense from this handbook is already accounted for in the adopted in the 2024 Budget.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

The Town Council has identified recruiting and retaining high quality staff as a critical component of the Village's success.

COUNCIL OPTIONS:

- 1) Approve the revised handbook
- 2) Modify, then approve the revised handbook
- 3) Choose not to accept any of the proposed modifications

STAFF RECOMMENDATION:

It is the recommendation of Town Staff, that the Council, by motion,
Approve Resolution No. 33, Series 2023, adopting the updated TOSV Employee Handbook as presented

**TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL**

**RESOLUTION NO. 33
SERIES OF 2023**

**A RESOLUTION REPEALING AND REPLACING THE TOWN'S EMPLOYEE
HANDBOOK**

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. The Town maintains an Employee Handbook which contains a summary of the Town's employment policies, employee benefits, discipline procedures, and other matters related to employment with the Town.
- C. The Town wishes to revise the Employee Handbook to reflect changes in the law, clarify benefit accruals, and otherwise update and improve the Employee Handbook.
- D. The Town Council wishes to adopt the "TOSV Employee Handbook" enclosed as **Exhibit A** to replace the existing Employee Handbook, and believes it is in the best interests of the Town to do so.

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. Employee Handbook. The Town Council hereby approves and adopts the Employee Handbook enclosed as **Exhibit A** and repeals the existing Employee Handbook.
- 3. Ratification of Actions. All actions heretofore taken, not inconsistent with the provisions of this Resolution, by the Town Council and the officers, agents, and employees of the Town relating to the subject matter of this Resolution, are hereby ratified, approved, and confirmed.
- 4. Severability. If any provision of this Resolution is found to be unconstitutional or unlawful, such finding shall only invalidate that part or portion found to violate the law. All other provisions shall be deemed severable and shall continue in full force and effect.

INTRODUCED, READ AND ADOPTED by the Town Council of the Town of Snowmass Village, Colorado on the 4th day of December, 2023, by a motion made by Council Member _____ seconded by Council Member _____, and by a vote of ____ in favor and ____ opposed.

TOWN OF SNOWMASS VILLAGE

Bill Madsen, Mayor

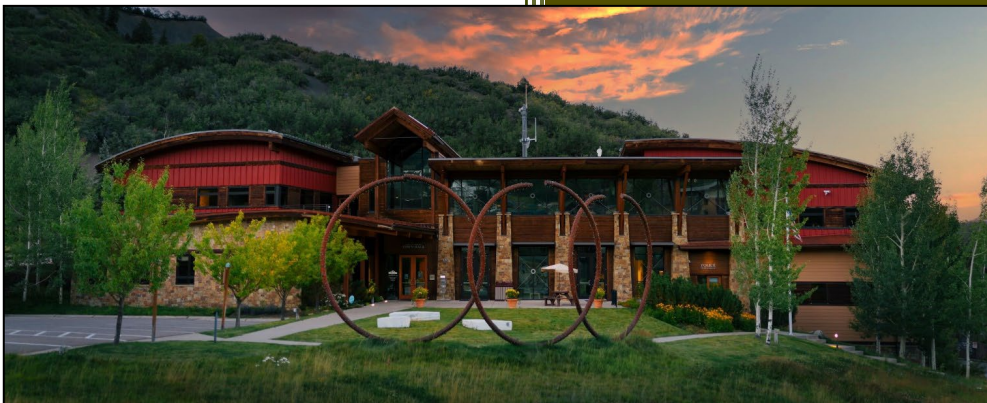
ATTEST:

Megan Harris Boucher, Town Clerk

APPROVED AS TO FORM:

Jeff Conklin, Town Attorney

TOSV EMPLOYEE HANDBOOK



**Town of
Snowmass Village**

Revised 08/07/2023



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CHAPTER 1 - INTRODUCTION

TOWN MANAGER'S INTRODUCTION

It is a pleasure to work with you! Our Town is a fun, community-focused and family-friendly Village. As our community inevitably evolves, our mission is to ensure we remain a thriving, charming, fun, resilient, safe and emotionally connected community.

I encourage you to continually refamiliarize yourself with [Town Council's Strategic Goals](#); for we try to align everything we do here with these goals. We are active, engaged public servants and stewards of the Snowmass community who provide world-class service to each other, locals, and guests alike. Please do all that you can to go above and beyond to help anyone who needs assistance.

Throughout your career with the Town, there are a few things I ask that you strive to do:

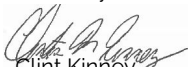
- Work together and help others.
- Ask for help when you need it.
- Always operate with integrity.
- See something, say something. You are encouraged to speak up when you see someone who deserves praise, or you see a situation that needs to be resolved; we want to hear from you. Your supervisor's and my door are always open!
- Be innovative and forward-thinking. Please always be thinking about what can be done to improve your job, department, and the Town. Share your ideas. Be a problem-solver.
- Be respectful of everyone.
- Be honest, professional, and respectful in your communications.

A new hire's first couple of weeks are like drinking from a firehose. Knowing that, the best advice I give all new hires is to breathe deep, relax, work hard, listen, and enjoy yourself. We are an OUTSTANDING group of people that are very willing to help each other.

We all live here to enjoy the small-town atmosphere and beautiful surroundings. Just as importantly, we all have a desire to do really great work and provide outstanding service to our community.

I hope that you will gain enormous personal and professional growth at the Town. Your passion for serving the community plays into all aspects of our lives - promoting a lifestyle that promotes a sense of commitment to the Snowmass community and our internal community of employees at the Town. I am lucky to work with you and please know my door is always open.

Sincerely,


Clint Kinney
Town Manager

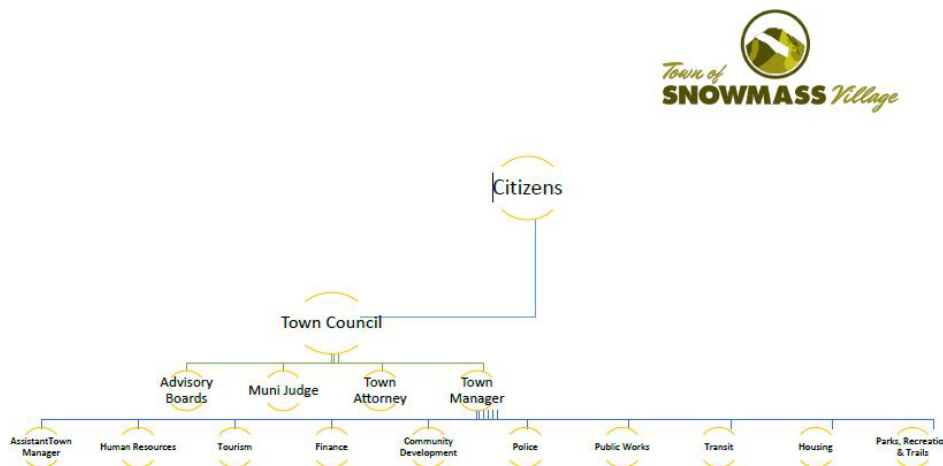


TOWN OVERVIEW

About Snowmass Village, Colorado – A renowned winter playground and vibrant summer community just 9 miles from Aspen, Snowmass consistently ranks as one of the best winter ski areas and summer mountain biking destinations in the world. Snowmass Ski Area is consistently ranked in the Top 10 Ski Resorts in America by Ski Magazine. Snowmass, along with the rest of the Roaring Fork Valley, is the first IMBA (International Mountain Biking Association) Gold-Level Ride Center™ in Colorado, only the 5th in United States, and the 7th in the world. Snowmass offers guests incredible views of mountain vistas, in addition to 2.8 million adjacent acres of wilderness, open for activities and exploration. Snowmass is home to 30+ restaurants, 95 percent slopeside lodging, shopping, unique special events and music – all year round. For more information and a complete calendar of events and activities, please visit www.gosnowmass.com.

Our municipality consists of 10 departments that manage all day-to-day operations. The sales tax generated from our visitors (within the Roaring Fork Valley and beyond) is the main source of operating revenue for the town budget. With this in mind, the Town strives to provide all visitors with the very best experience possible.

TOWN ORG CHART





CHAPTER 2 – EMPLOYMENT

POLICY NO. 2.1- DISCLAIMER AND AT-WILL EMPLOYMENT

IMPORTANT DISCLAIMER – READ CAREFULLY

THIS HANDBOOK IS DESIGNED TO ACQUAINT YOU WITH THE TOWN OF SNOWMASS VILLAGE'S POLICIES, PROCEDURES, AND GUIDELINES AND TO PROVIDE YOU WITH EMPLOYMENT INFORMATION. THE HANDBOOK IS NOT ALL-INCLUSIVE BUT IS INTENDED TO PROVIDE YOU WITH A SUMMARY OF SOME OF THE TOWN'S GUIDELINES. THIS EDITION REPLACES ALL PREVIOUSLY ISSUED EDITIONS.

ALL EMPLOYEES OF THE TOWN SERVE ON AN AT-WILL BASIS. THIS MEANS THAT EMPLOYEES HAVE THE RIGHT TO TERMINATE THEIR EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT ADVANCE NOTICE, AND THE TOWN HAS THE SAME RIGHT.

IT IS REQUESTED, HOWEVER, THAT EMPLOYEES WILL GIVE THE TOWN AT LEAST TWO WEEKS' ADVANCE NOTICE BEFORE THEY TERMINATE THEIR EMPLOYMENT WITH THE TOWN.

THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS MADE BY MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR ARE SUCH STATEMENTS A GUARANTEE OF EMPLOYMENT FOR A SPECIFIED DURATION.

NO EMPLOYEE HANDBOOK CAN ANTICIPATE EVERY CIRCUMSTANCE OR QUESTION. AFTER READING THIS HANDBOOK, IF YOU HAVE QUESTIONS, PLEASE TALK WITH YOUR IMMEDIATE SUPERVISOR OR HUMAN RESOURCES.

THE NEED MAY ARISE TO CHANGE THE POLICIES, PROCEDURES, AND GUIDELINES DESCRIBED IN THE HANDBOOK. EXCEPT FOR THE AT-WILL NATURE OF EMPLOYMENT, THE TOWN MANAGER RESERVES THE RIGHT TO ALTER, AMEND, INTERPRET OR CANCEL ANY PROVISION CONTAINED IN THIS HANDBOOK AT ANY TIME, WITH OR WITHOUT PRIOR NOTICE TO TOWN OF SNOWMASS VILLAGE EMPLOYEES.



POLICY NO. 2.2 - EQUAL EMPLOYMENT OPPORTUNITY

Equal Employment Opportunity and Unlawful Harassment

The Town is dedicated to the principles of equal employment opportunity (EEO).

A. Disability and Religious Accommodation

The Town will make reasonable accommodation(s) for qualified individuals with known disabilities unless doing so would result in an undue hardship to the Town or cause a direct threat to health or safety. The Town will make reasonable accommodation(s) for employees whose work requirements interfere with a religious belief, unless doing so would result in undue hardship on the Town's business operations.

B. Pregnancy Accommodation

Employees have the right to be free from discriminatory or unfair employment practices because of pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. Employees who are otherwise qualified for a position may request reasonable accommodation related to pregnancy, a health condition related to pregnancy or the physical recovery from childbirth. If an employee requests an accommodation, the Town will engage in a timely, good-faith, and interactive process with the employee to determine whether there is an effective, reasonable accommodation that will enable the employee to perform the essential functions of her position. A reasonable accommodation will be provided unless it imposes an undue hardship on the Town's business operations.

The Town may require that an employee provide a note from the health care provider detailing the medical advisability of reasonable accommodation. Employees who have questions about this policy or who wish to request reasonable accommodation under this policy should contact the Human Resources Director.

The Town will not deny employment opportunities or retaliate against an employee because of an employee's request for reasonable accommodation related to pregnancy, a health condition related to pregnancy, or the physical recovery from childbirth. An employee will not be required to take leave or accept an accommodation that is unnecessary for the employee to perform the essential functions of the job.

C. EEO Harassment

The Town strives to maintain a work environment free of unlawful harassment. In doing so, the Town prohibits unlawful harassment because of age 40 and over, race, sex, sexual orientation, color, religion, national origin, disability, military status, genetic information, gender expression, gender identity or any other status protected by applicable state or local law.



Unlawful harassment includes verbal or physical conduct that has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. Actions based on an individual's age (40 and over), race, sex, sexual orientation, color, religion, national origin, disability, military status, genetic information, or any other status protected by applicable state or local law will not be tolerated. Prohibited behavior may include but is not limited to the following:

- Written form such as cartoons, e-mails, posters, drawings, or photographs.
- Verbal conduct such as epithets, derogatory comments, slurs, or jokes.
- Physical conduct such as assault or blocking an individual's movements.

This policy applies to all employees including managers, supervisors, co-workers, and non-employees such as customers, clients, vendors, consultants, etc.

D. Sexual Harassment

Because sexual harassment raises issues that are to some extent unique in comparison to other types of harassment, the Town believes it warrants separate emphasis.

The Town strongly opposes sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment.
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment.
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

All employees are expected to always conduct themselves in a professional and businesslike manner. Conduct which may violate this policy includes, but is not limited to, sexually implicit or explicit communications whether in:

- Written form, such as cartoons, posters, calendars, notes, letters, e-mails.
- Verbal form, such as comments, jokes, foul or obscene language of a sexual nature, gossiping or questions about another's sex life, or repeated unwanted requests for dates.
- Physical gestures and other nonverbal behavior, such as unwelcome touching, grabbing, fondling, kissing, massaging, and brushing up against another's body.

E. Complaint Procedure

If you believe there has been a violation of the EEO policy or harassment based on a protected class, including sexual harassment, please use the following complaint



procedure. The Town expects employees to make a timely complaint to enable the Town to investigate and correct any behavior that may be in violation of this policy.

Report the incident to the Human Resources Director or Town Manager. If you prefer not to go to either of these individuals with your complaint, you may report the incident to any Department Head. The Department Head will then notify the Human Resources Director or the Town Manager. Upon notification, an investigation will be undertaken promptly. Any complaint will be kept as confidential as practicable. Corrective and/or disciplinary action will be taken by the appropriate Department Head or Town Manager when determined to be warranted, pursuant to the investigation.

The Town prohibits retaliation against an employee for filing a complaint under this policy or for participating in a complaint investigation. If an employee perceives retaliation for making a complaint or participating in an investigation, the employee should follow the complaint procedure outlined above and the situation will be investigated.

If the Town determines that an employee's behavior is in violation of this policy, disciplinary action will be taken, up to and including termination of employment.

POLICY NO. 2.3 – EQUAL PAY ACT POLICY

Pursuant to Colorado's Equal Pay for Equal Work Act, the Town will not discriminate between employees on the basis of sex, sexual orientation or on the basis of sex in combination with another protected status by paying an employee of one sex a wage rate less than the rate paid to an employee of a different sex for substantially similar work, except where the wage differential is based on a seniority system; a merit system; a system that measures earnings by quantity or quality of production; the geographic location where the work is performed; education, training or experience to the extent that they are reasonably related to the work in question; or travel if the travel is a regular and necessary condition of the work performed. An employee who believes their compensation does not comply with this policy should make a report to their supervisor or department head.

The Town will not seek the wage rate history of a prospective employee or require disclosure of wage rate as a condition of employment; rely on a prior wage rate to determine a wage rate; discriminate or retaliate against a prospective employee for failing to disclose the employee's wage rate history; discharge or retaliate against an employee for actions by an employee in asserting the rights established by Colorado law against an employer; or discharge, discipline, discriminate against, or otherwise interfere with an employee for inquiring about, disclosing, or discussing the employee's wage rate.

Subject to some statutory exceptions, the Town will notify all employees of all promotional opportunities at the same time and prior to making a promotion decision. A "promotional opportunity" is a vacancy in a new or existing position that could be considered a promotion for one or more employee(s) in terms of compensation, benefits, status, duties, or access to further advancement. The notice of promotional opportunity



will include the hourly or salary compensation or a range of hourly or salary compensation for the position and a general description of all benefits and compensation to be offered to the hired applicant.

POLICY NO. 2.4 - EMPLOYMENT CLASSIFICATION DEFINITIONS

Full-time Year-round Employee

An at-will employee who is scheduled to work 40 hours per week on a year-round basis. If an employee does not work at least 40 hours per week, the employee is expected to use accrued bank hours to equal 40 hours per week.

An at-will employee who is scheduled to work as a bus driver for a minimum of 35 hours per week on a year-round basis. If a bus driver employee does not work at least 35 hours per week, the employee is expected to use accrued bank hours to equal a minimum of 35 hours per week.

Full-time Seasonal Employee

An at-will employee who is regularly scheduled to work a minimum of 805 hours up to a maximum of 1,040 hours for an entire defined winter or summer season. Full-time seasonal employees who work two seasons in a year may work up to a maximum of 1,760 hours per year.

Part-Time Employee

An at-will employee who is scheduled to work regular or irregular shifts up to a maximum of 1,508 hours per year or an at-will employee who is scheduled to work approximately 30-32 hours per week, on average, on a year-round basis

Employment Classification Definitions are for the purpose of determining benefit eligibility and are not to be misconstrued to set the actual number of hours an employee may be assigned to work pursuant to business needs.

Seasons are defined by the employee's Department Head.

Only full-time year-round employees may work more than 1,760 hours per year.

Full-time seasonal employees who work one season and work as a part-time employee may work up to a maximum of 1,508 hours per year.

Please contact the Payroll Manager or Human Resources to understand the effects of a change in employment status on eligibility for benefits.

POLICY NO. 2.5 - RECLASSIFICATION CONVERSION POLICY

An employee who experiences job reclassification shall become eligible for all related benefits associated with the new classification as of their effective date in the new position and/ or classification.

Conversely, an employee becomes ineligible for benefits associated with the previous



classification, if said benefits are not related to the new employment classification, on the termination date of their former position and/ or classification.

In the event an employee is reclassified as full-time year-round, the employee shall have credited to their vacation bank 6.67 hours for each month of their employment up to a maximum of 40 hours.

POLICY NO. 2.6 -WORK SCHEDULES AND ALTERNATIVE WORK ARRANGEMENTS

Work schedules for employees are established by the appropriate Department Head, based on the needs of the department and may include longer workweeks, different hours, different workdays and could change at any time.

Employees may request an alternative work schedule by contacting their Department Head. Any alternative schedule shall not be provided at the expense of service to the public and must not adversely affect the department's ability to provide coverage, perform optimally as a team, or maintain service levels.

A Department Head may grant, deny or retract any schedule related alternative work arrangement, at any time. Employees permitted to work remotely must adhere to the [TOSV Remote Workspace Access](#).

Employees that are temporarily not able to fulfill their job description and the physical requirements of their job description need to have approval from the Department Head and Human Resources Director to engage in light duty. An interactive ADA process may be initiated where the employee, the Town and the employee's medical provider are in communication during the process.

POLICY NO. 2.7- WORKPLACE ACCOMMODATION FOR NURSING MOTHERS

The Town accommodates nursing mothers with reasonable break time and a private location (other than a restroom) in close proximity to the work area for up to two years after the child's birth. Please contact your Department Head or Human Resources with questions.



CHAPTER 3 – LEAVE

Other than a qualified FMLA, no employee shall take time off in excess of 31 consecutive calendar days, unless otherwise approved by the Town Manager.

POLICY NO. 3.1 – SICK LEAVE

To the extent accumulated, Sick Leave may be used if an employee:

1. Has a mental or physical illness, injury, or health condition that prevents them from working;
2. Needs to get preventive medical care, or to get a medical diagnosis, care, or treatment, of any mental or physical illness, injury, or health condition;
3. Needs to care for a family member who has a mental or physical illness, injury, or health condition, or who needs the sort of care listed in category (2);
4. The employee or the employee's family member having been a victim of domestic abuse, sexual assault, or criminal harassment, and needing leave for related medical attention, mental health care or other counseling, victim services (including legal services), or relocation; or
5. Due to a public health emergency, a public official having closed either (A) the employee's place of business or (B) the school or place of care of the employee's child, requiring the employee needing to be absent from work to care for the child.

An immediate family member is defined as employee's spouse, significant other, parent, child or stepchild. In special circumstances, exceptions to the definition of "immediate family member" may be made by the employee's Department Head.

Full-time Year-round and Full-Time Seasonal employees accrue eight (8) hours of sick leave per month. Full-time Year-round and Full-Time employees may use up to 1,560 hours of accrued sick leave in a rolling calendar year.

Part Time Employees accrue one hour of sick leave for every 30 hours worked and may use up to 48 hours of accrued sick leave in a rolling calendar year.

If, in the supervisor's opinion, an employee is too sick or too emotionally distraught to remain at work, the appropriate supervisor may dismiss the employee for the day utilizing the employee's sick leave.

All sick leave must be used in increments of a quarter hour or more and must be shown on the payroll time sheets to be approved by the appropriate supervisor.



An employee cannot use sick leave if the employee qualifies for and elects Long Term Disability (i.e., after the 90-calendar day elimination period, Long Term Disability must be used in lieu of sick leave).

The Town has the authority to request a healthcare provider's verification for sick leave usage and a healthcare provider's release for return to work once the employee has been absent for four workdays or missed four work shifts.

Accrued but unused sick leave will not be paid out upon termination of employment.

Notification

If an employee is unable to work due to any event listed under sick leave, the employee shall notify their appropriate supervisor as soon as possible but, in any event, within the acceptable time frame specified by the Department Head, in order to not interfere with the smooth and efficient functions of the department.

If notification is not given within the time period specified by the Department Head, sick leave will not be granted to the employee for the day. Disciplinary action, up to and including termination, may result should an employee neglect to notify one's supervisor prior to the start of one's shift.

Health Day

Full-time Year-round employees who've been employed with the Town for a full year and have not exceeded 20 hours of sick leave usage in said calendar year will be rewarded with 8 hours of time off on January 1st of the following year. The 8 hours of time off can neither be cashed out nor carried over to the following calendar year and usage requires pre- approval from the appropriate supervisor.

Sick Leave Donation Bank

Active employees may voluntarily donate any accumulated sick leave over 480 hours to the Town's Sick Leave Donation Bank. Donations may be made during the quarterly donation periods and must be made in one-hour increments. Once made, a donation of sick leave may not be retracted. Employees that are leaving the Town of Snowmass Village are not allowed to donate their sick leave balance to the Sick Leave Donation Bank.

Eligible employees who may request hours from the Sick Leave Donation Bank are those who've exhausted all personal Leave time that has been accrued and/or is permissible for use as defined in the respective policies. The employee's request must include appropriate medical justification and documentation of the necessity for leave as well as the anticipated length of time the employee expects to be absent due to the condition.



Once an employee receives donated leave, it may be used only for the injury/illness for which it was approved. Donated leave may not be used to extend an employee's date of separation of employment.

Written requests for use of hours from the Sick Leave Donation Bank may be made to the Human Resources Director or the Town Manager. It is up to the discretion of the Town Manager to approve or deny this benefit and requests will be handled on a case-by-case basis. No prior use of this program shall set precedent for any other request.

POLICY NO. 3.2 - VACATION

Full-time Year-round employees shall be entitled to paid vacation time. All use of vacation time must be pre-approved by the appropriate supervisor and in accordance with the department's vacation request policy.

Vacation time begins accruing upon hire. Vacation accruals change to the next level after the *full completion* of the 2nd year of service and the 5th year of service. Vacation time may be used to the extent ~~accumulated~~accrued.

Full-time Year-round employees shall accrue vacation time as follows:

- 0-23.99 months (0-2 Years) of continuous employment-80 hours (accrues 6.67 hours per month)
- 24-59.99 months (2-5 years) of continuous employment-120 hours (accrues 10 hours per month)
- 60 months (5+ years) or more of continuous employment-160 hours (accrues 13.33 hours per month)

An employee stops accruing vacation time if they have accrued unused vacation time equal to the maximum accrual amounts below and will only begin accruing vacation time when the employee's accrued amount is less than the maximum accrual amounts
Accrued vacation time may not exceed the following limits at the end of each calendar year:

- 0- 23.99 months of continuous employment - a maximum of ~~160+20~~ hours
- 24 months or more of continuous employment - a maximum of ~~200+60~~ hours

If an employee terminates prior to the 15th of the month, the employee will not receive that month's accrual. Terminated employees are entitled to receive pay for their unused, non-forfeited vacation time.

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POLICY NO. 3.3 - HOLIDAYS

Town offices shall be closed on the following designated holidays:

New Year's Day	- January 1 st
Martin Luther King	- Third Monday of January
President's Day	- Third Monday of February
Memorial Day	- Last Monday of May
Juneteenth	- June 19 th
Independence Day	- July 4 th
Labor Day	- First Monday of September
Veteran's Day	- November 11 th
Thanksgiving Day	- Fourth Thursday of November
Christmas	- December 25 th

When a holiday falls on a Saturday, the preceding Friday will be observed, when a holiday falls on a Sunday, the following Monday will be observed, unless designated otherwise by the Town Manager.

Holidays Not Worked

For each observed holiday, Full-time Year-round, Full-time Seasonal and Part-time employees will receive Holiday Pay, equal to their regularly scheduled hours, for that day/shift.

Holiday Worked

All Town employees, including part time employees, *assigned* to work an observed holiday (if different than the Town designated holiday, but not both days) will receive Holiday Pay in addition to being compensated at one-and-a-half times for actual hours worked, for a total of two-and-a-half times.

Non-exempt employees have the choice to be paid for actual hours worked or to accrue some or all the actual hours worked as compensatory time.

Exempt employees will receive compensatory time at one-and-a-half times for actual hours worked.

Refer to Policy No. 4.3 for further clarification of overtime and compensatory time in relation to Holidays.



POLICY NO. 3.4 - PERSONAL HOURS

Full-time Year-round Employees shall accrue up to 24 paid "Personal Hours" at the beginning of each calendar year. ~~New Full-Time Year-round employees shall accrue 24h of Personal Hours. These hired on or after July 1st in a calendar year shall accrue 12 Personal Hours~~ at the time of hiring for the remainder of that year.

These hours may be used with the pre-approval of the appropriate supervisor. An employee may not receive cash compensation for Personal Hours not used. At the beginning of each calendar year, Full-time Year-round Employees shall accrue a number of hours to equal 24 paid Personal Hours (e.g., if an Employee has 16 Personal Hours at the end of a year, an additional 8 hours will accrue at the beginning of the year). Employees cannot accrue more than 24 Personal Hours. These hours are not cumulative.

POLICY NO. 3.5 - COMMUNITY SERVICE LEAVE

Full-time year-round employees are eligible to receive up to eight (8) hours of paid leave per calendar year to volunteer with charitable, civic and non-profit organizations within Snowmass Village or at Town-sponsored events.

Approval and timing of the leave must not adversely affect the employee's job performance, be detrimental to the Town's interests, or place the employee in the position of serving conflicting interests. Pre-approval and timing of Community Service Leave is required by the Department Head.

Community Service Leave must be in increments of no less than one hour and is not considered hours worked towards overtime calculations. Community Service Leave is not carried over to the next calendar year and is forfeited if not used in the calendar year.

Unused community service leave will not be converted to pay at time of termination.

Verification from the organization may be requested by the employee's Department Head at the completion of the community service.

POLICY NO. 3.6 - FAMILY AND MEDICAL LEAVE POLICY

Family and Medical Leave (FMLA Leave) Eligibility

The Town provides up to 12 weeks of unpaid, job-protected leave to eligible employees if they have worked for the Town for at least 12 months and for 1,250 hours over the previous 12 months.



Such leave may be taken for the following reasons:

- Incapacity due to pregnancy, prenatal medical care, or childbirth.
- To care for the employee's child after birth, or placement for adoption or foster care.
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition.
- Serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or called to active-duty status in the Armed Forces, National Guard, or Reserves may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

**The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition."*

Benefits and Protections

During FMLA leave, the Town maintains the employee's health coverage under any group health plan on the same terms as if the employee had continued to work. Employees must continue to pay their portion of any insurance premium, if applicable, while on leave.

Upon return from FMLA leave, most employees are restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms, with exceptions provided below in the "Returning to Work" section of this Employee Handbook. Certain highly compensated employees (key employees) may have limited reinstatement rights.



Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents a qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive full calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

The maximum time allowed for FMLA leave is either 12 weeks or 480 hours in the 12-month period as defined by the Town, or 26 weeks as explained above. The 12-month period is calculated backwards on a rolling basis from each day of FMLA leave taken by the employee.

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Town's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employees taking intermittent or reduced schedule leave based on planned medical treatment and those taking intermittent or reduced schedule family leave with the Town's agreement may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates that type of leave.

FMLA leave shall run concurrently with other leave to which the employee is entitled.

Substitution of Paid Leave for Unpaid Leave

The Town requires employees to use accrued paid leave while taking FMLA leave. Paid leave used at the same time as FMLA leave must be taken in compliance with the Town's normal paid leave policies.

During FMLA leave, an employee will use Sick Leave first. The employee must then use Vacation, Personal Hours, and Compensatory Time, in whatever order they prefer. After all leave banks are exhausted, unpaid leave will apply through the remainder of the FMLA leave.

An employee cannot use paid leave if the employee qualifies for and elects Long Term Disability (i.e., after the 90-calendar day elimination period, Long Term Disability must be used in lieu of paid leave).



If an employee's leave of absence does not constitute paid leave as defined in the Town's paid leave policies, the employee cannot use accrued paid leave, but can take unpaid leave. FMLA leave is without pay when paid leave benefits are exhausted.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the department's normal call-in procedures.

Employees must provide sufficient information for the Town to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities; the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Town if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Employees also may be required to provide a certification and periodic recertification supporting the need for leave. The Town may require second and third medical opinions at the Town's expense. Documentation confirming family relationship, adoption, or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied. Continued absence after denial of leave may result in disciplinary action in accordance with the department's attendance guideline. Employees on leave must contact the Human Resources Director at least two days before their first day of return.

The Town's Responsibilities

The Town will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the Town will provide a reason for the ineligibility.

The Town will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the Town determines that the leave is not FMLA-protected, the Town will notify the employee.

An employee cannot use paid leave if the employee qualifies for and elects Long Term Disability (i.e., after the 90-calendar day elimination period, Long Term Disability must be used in lieu of paid leave).



Returning to Work

If the leave is required due to the employee's own serious health condition, before returning to work he or she may be required to submit certification issued by a health care provider stating that the employee has the ability to perform their regular job and explaining any restrictions on regular job duties. Employees with restrictions will be allowed to return to work only if the Employee can perform the essential job functions with or without reasonable accommodation.

When ready and released to return to work, the Town will reinstate the employee to his/her original position or a similar level position if such a position is available and providing circumstances have not changed so as to make it impossible or unreasonable to do so. If the original or similar level position is not available, the Town may transfer the employee temporarily to a different position until the original or similar level position becomes available.

An employee on unpaid medical leave must contact his/her supervisor prior to the return date. If an employee fails to report to work promptly at the end of the leave, the Town will assume that the employee has resigned.

Nothing contained herein entitles the restored employee to any right, benefit or position of employment other than that which the employee would have been entitled to had the employee not taken the leave. This means that an employee on unpaid medical leave may be laid off or terminated during the leave period for cause or business necessity or no reason, the same as any other employee.

Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave. Vacation Time previously earned but unused and accrued Sick Leave at that time may be used if the employee so desires. Contributions to retirement, accrual of Sick Leave and Vacation Leave will be continued only if the employee elects to use Sick Leave, Vacation, Personal Hours, or compensatory time, but not during unpaid FMLA Leave. An employee who is on FMLA during a designated holiday will not be paid that holiday unless it is a day they are regularly scheduled to work.

Unlawful Acts

FMLA makes it unlawful for the Town to interfere with, restrain, or deny the exercise of any right provided under FMLA. FMLA makes it unlawful for the Town to discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against the Town. FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.



Concurrent FMLA and Workers Compensation Leave

An on-the-job injury may constitute a serious health condition under the FMLA. An employee's FMLA hour equivalent of up to 12 weeks leave entitlement will run concurrently with a worker's compensation absence when the injury meets the criteria for a serious health condition. Because employees on a workers' compensation absence receive payment of two thirds of their wages for the length of lost time, in accordance with the workers' compensation laws, an employee may use accrued Leave time to supplement their lost time wages up to 100% during FMLA leave.

If the employee is certified to return to work in a modified duty capacity, the employee may decline the offer of modified duty. In such a case, the employee may lose workers' compensation benefits but is entitled to remain on paid or unpaid leave until hour equivalent of up to 12-weeks of FMLA entitlement is exhausted. As of the date workers' compensation benefits cease, the employee will be required to use any paid leave.

POLICY NO. 3.7 - SPECIAL LEAVES OF ABSENCE

The Town has established the following leave policies for special situations:

A. Medical Leave of Absence with Pay

A medical leave of absence of up to nine months in a rolling calendar year, with pay from accrued leave banks, may be granted by Town Manager for Full-Time Year-round, Full-time Seasonal and Part-time employees. In some instances, a non-medical Leave of Absence with Pay (such as time off after FMLA leave is exhausted to care for a newborn) may also be granted.

During a medical leave of absence, an employee will use Sick Leave first. The employee must then use Vacation, Personal Hours, and Compensatory Time, in whatever order they prefer. After all leave banks are exhausted, unpaid leave will apply through the remainder of the leave. Once unpaid, the Town's Time Off without Pay policy will apply.

While an employee is on a medical leave of absence and using accrued Leave time, the Town will continue the employee's health benefits, at the same level and under the same conditions, as a working employee. The Town will continue payroll deductions to collect premiums, if applicable.

An employee who is on medical leave of absence during a designated holiday is paid for the holiday.

A Medical Leave of Absence with Pay runs concurrently with FMLA, if applicable.

B. Time Off without Pay

A leave of absence without pay for more than ten days may be granted only by Town Manager for Full-Time Year-round and Full-time Seasonal. In the event of an approved leave, vacation and sick leave shall not accrue, retirement benefit



contributions shall cease (if applicable), and health, dental, long term disability, life and vision insurance benefits continuation shall be subject to the terms of the Towns group contract and payment for those premiums will be at the expense of the employees.

A request for leave without pay shall be made as far in advance as possible and will be approved on a case-by-case basis.

C. Bereavement Leave

Full-time Year-round employees, Full-time Seasonal employees, and Part-time employees may be granted up to a maximum of three days per calendar year of bereavement leave for family members of the employee; grandparents, aunts, uncles, parents, spouses, significant others, siblings, children, nieces and nephews. In special circumstances, exceptions to the definition of "family members" may be made by the employee's Department Head.

A day is equal to the number of hours in the employee's regularly scheduled shift. Should special circumstances exist, requests to exceed the maximum of three days per calendar year must be requested in writing and approved by the Town Manager. If approved, additional days may be paid via other accrued leave banks.

When an employee is called in to work additional hours in a work week in which the employee has utilized bereavement leave, the employee, at their discretion, may receive the bereavement leave pay at straight time in addition to the physically worked hours.

This leave is not carried over to the next calendar year, is forfeited if not used in the calendar year and is not paid out upon separation from employment.

D. Jury Duty and Elections

The Town recognizes jury duty as a civic responsibility of all Town employees. When summoned for jury duty, an employee will be granted leave to perform his or her duty as a juror. If the employee is excused from jury duty during his or her regular work hours, he or she is expected to report to work promptly.

For the first three days of jury duty, all employees receive regular pay for the hours they were regularly scheduled to work, so long as confirmation of juror service is provided to Human Resources.

Beginning the fourth day of jury duty, employees shall remit to the Town the remuneration received for jury duty by the State of Colorado. When remitted, the Town will compensate the employee at their regular rate of pay for their scheduled work hours while serving on a jury for up to two weeks unless otherwise authorized by the Town Manager.



Employees are encouraged to exercise their voting rights in all elections. Employees are encouraged to vote before or after work, however, an employee can request to arrive late or leave work early to vote in any election if their schedule is such that they have less than two hours off duty to vote. Notice of leave must be provided at least one day prior to voting.

E. Domestic Abuse Leave

Employees who are victims of domestic abuse may take time off under the Town's Sick Leave policy. Employees may also be eligible for additional domestic abuse leave of up to three (3) working days in any twelve-month period. If approved, this leave may be paid if the employee chooses to use any accrued Leave time. Please see Human Resources for additional information.

POLICY NO 3.8 - PAID PARENTAL LEAVE

Purpose

The Town of Snowmass Village will provide up to 6 weeks of paid parental leave to full-time year-round employees and up to 3 weeks of paid parental leave to full time seasonal employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. This policy will be in effect for births, adoptions or placements of foster children occurring on or after August 8, 2023.

Eligibility

Eligible employees must meet the following criteria:

- Have been employed with the Town for at least ~~126~~ months (the 12 months do not need to be consecutive).
- Have worked at least ~~1,250~~1040 hours during the ~~126~~ consecutive months immediately preceding the date the leave would begin.
- Be a full-time year-round or full time seasonal, regular employee

Commented [JC1]: Is this 1040 correct? Just double checking.

In addition, employees must meet one of the following criteria:

- Have given birth to a child.
- Be a spouse or committed partner of a woman who has given birth to a child.
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.



Amount, Time Frame and Duration of Paid Parental Leave

Eligible employees will receive a maximum of 6 weeks for full-time year-round employees and a maximum of 3 weeks of paid parental leave to full time seasonal employees of paid parental leave per birth, adoption or placement of a child/children. The fact that a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the 6-week total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than 6 weeks of paid parental leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.

Each week of paid parental leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates.

Approved paid parental leave may be taken at any time during the 12-month period immediately following the birth, adoption or placement of a child with the employee. Paid parental leave may not be used or extended beyond this 12-month time frame. Employees can take paid parental leave in one continuous period of leave or intermittently and must use all paid parental leave during the 12-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the 12-month time frame.

Upon termination of the individual's employment at the Town, he or she will not be paid for any unused paid parental leave for which he or she was eligible.

Coordination with Other Policies

Paid parental leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave—whether paid or unpaid—granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.

After the paid parental leave is exhausted, the balance of FMLA leave (if applicable) will be compensated through employees accrued sick, vacation and personal time. Upon exhaustion of accrued sick, vacation and personal time, any remaining leave will be unpaid leave. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.

The Town will maintain all benefits for employees during the paid parental leave period just as if they were taking any other company Town paid leave such as paid vacation leave or paid sick leave.



If a company holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.

An employee who takes paid parental leave that does not qualify for FMLA leave will be afforded the same level of job protection for the period of time that the employee is on paid parental leave as if the employee were on FMLA-qualifying leave.

Requests for Paid Parental Leave

The employee will provide his or her supervisor and the human resource department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.

As is the case with all company Town policies, the organization Town has the exclusive right to interpret this policy.

Claw back Provision

The employee agrees to the following claw back provision:

- **Repayment Obligation:** If the employee voluntarily terminates their employment within 12 months after returning from parental leave, the employee shall be obligated to repay the total amount of paid parental leave benefits they received from the employer.
- **Repayment Period:** The repayment shall be made in equal installments, deducted from the employees. In the event that the total amount owed exceeds the employee's final paycheck, the employee shall reimburse the employer within 30 days of termination.
- **Overpayment:** If the employee is determined to have been overpaid parental leave benefits, whether due to an administrative error or otherwise, the employee agrees to promptly repay the excess amount to the employer upon notification.
- **Failure to Return:** Should the employee fail to return to work for a minimum period of 1 month following the conclusion of the parental leave period, the employee shall be obligated to repay the full amount of paid parental leave benefits.
- **Misrepresentation:** In the event that the employee is found to have provided false or misleading information regarding their eligibility for parental leave or the intended duration of their leave, the employee shall be required to repay the full amount of paid parental leave benefits received.
- The employee acknowledges that this claw back provision is an integral part of the agreement for paid parental leave benefits.



CHAPTER 4 - COMPENSATION

POLICY NO. 4.1 - COMPENSATION ADMINISTRATION

The Town strives for fair, equitable and competitive compensation practices based upon the market and internal equity.

All compensation and classification policy decisions must take into consideration the Town's overall economic condition and must be pre-approved by the Town Manager.

A. Base Rate of Pay

The base rate of pay will be determined by the employee's applicable experience, qualifications, the pay range for the position, and internal equity.

B. Performance Management

The performance management process enables supervisors and employees to have well-rounded, meaningful and continual conversations focusing on positive and constructive feedback, as well as performance goals.

C. Review Dates

Most employee performance review discussions take place in May of each year. Seasonal employees receive annual performance reviews at the end of the season in which they work.

D. Merit Pay Increase

A merit increase may be awarded to employees no more than once yearly and is informed by the Town's overall economic conditions, budgeted wage pool, and the performance review rating suggested by the supervisor and/or Department Head.

All merit increases shall be pre-approved by the Town Manager before going into effect.

Employees that are at the maximum pay rate for their pay grade and are eligible for a merit increase will receive a lump sum payment.

E. Classification and Pay Scale Plan

The classification and pay scale plan provide a framework for grouping and compensating like positions based on current market data and the written duties and responsibilities of each job description. Any adjustments to the pay scale plan shall be pre-approved by the Town Manager.



F. Marketplace Wage Adjustments

Marketplace wage adjustments for specific positions may be reviewed during the budget preparation process or on an as needed basis. If a marketplace wage adjustment is awarded, it shall impact all employees holding such position(s) and become effective at the beginning of the upcoming calendar year or as otherwise communicated.

G. New Position Classifications and Reclassifications

New position classifications and position reclassifications are tied to the annual budget process and shall be pre-approved by the Town Manager.

The reclassification of a job position to a new pay grade may occur when substantial and permanent increases or decreases in job duties and responsibilities prompt the need to change the job description. As a result, a Promotion or Demotion may occur.

H. Promotions

Promotions that are tied to the annual budget process and promotions that occur due to a vacated position must be pre-approved by the Town Manager.

Promotional increases may be granted to an employee who has moved into a position with a higher pay grade and, in general, should be between 5%- 10% of the employee's existing rate of pay.

In the case where an increase of 10% will not meet the minimum of the new pay grade, the new rate of pay will be at least the minimum of the new pay grade.

I. Demotions

A demotion occurs when an employee, either voluntarily or involuntarily, is moved into a new position in a lower pay grade. When an employee is demoted, the rate of pay may be reduced and shall not be above the maximum rate of pay for the new position.

J. Transferring Between Positions

When an employee holds more than one position at the Town and transfers between positions, the rate of pay shall be adjusted accordingly and within the applicable pay grade for the position into which the employee is transferring.

K. Season-End Bonus

Employees who are hired for a defined season, receive a Successful or Exemplary performance rating for the applicable season and successfully work the entire season may be eligible for an end-of season bonus. Full-time Seasonal Employees may be eligible for a bonus amount of \$800. Part-time Employees hired for a defined season may be eligible for a bonus amount of \$200.



L. One-Time Payments

Upon prior approval by the Human Resources Director and Town Manager, a one-time payment of a specified amount may be awarded to an employee for either meritorious service or special recognition, to be determined on a case-by-case basis.

POLICY NO. 4.2 - PAY DAYS & TIMEKEEPING

Employees are paid on a bi-weekly basis on alternating Fridays. Electronic and paper timesheets shall be submitted on Monday by 5pm prior to the pay day, covering the previous two-week period.

Each pay period consists of two work weeks. The workweek is declared to be a seven consecutive day period beginning on Monday at 12:00 a.m. and ending on the following Sunday at 11:59 p.m.

Time is kept in quarter-hour increments with rounding to the nearest quarter hour. For example, a start time from 7:53 to 8:07 rounds to 8:00 and a start time from 8:08 to 8:22 rounds to 8:15.

Employees are responsible for reviewing their paychecks and informing Human Resources or the Payroll Manager of any errors, improper or missing deductions.

POLICY NO. 4.3 - OVERTIME AND COMPENSATORY TIME

All Town employees are categorized as either "exempt" or "non-exempt" in accordance with the Fair Labor Standards Act.

Exempt Employees

Exempt employees are employees whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and state law and who are exempt from minimum wage and/or overtime pay requirements.

As exempt employees may be required to work time outside of and in addition to normal business hours, exempt employees may average their working hours over an 80 hour pay period as a means of providing greater flexibility. Nevertheless, exempt employees are required to work no less than 80 hours each pay period or must use authorized leave to make up the full 80 hours in a pay period.

Compensatory time may be accrued by exempt employees who work time in excess of the required 80 hours worked in a pay period. The purpose of recording compensatory time earned is to record the actual hours it takes for an exempt employee to complete their job duties and responsibilities.

Compensatory time accumulated may be used for time off at the discretion and pre-approval of the Department Head or Town Manager, based on the workload of the



department. The Department Head or Town Manager may authorize use of up to 160 hours of compensatory time per calendar year. Employees may carryover a maximum of 80 hours of compensatory time into the next calendar year at the discretion and pre-approval of one's supervisor.

Compensatory time for exempt employees does not provide any financial compensation in addition to established salaries and has no monetary value upon termination.

Sick leave, special leaves of absence and holiday pay do count towards hours worked when calculating compensatory time. Personal hours, community service leave, compensatory time and vacation time taken during a workweek do not count towards hours worked when calculating compensatory time.

Non-exempt Employees

Non-exempt employees are employees whose job positions do not meet FLSA or applicable state exemption tests and who are not exempt from minimum wage and/or overtime pay requirements. Nonexempt employees shall be paid time and one-half of their regular rate of pay for any work in excess of (1) 40 hours per workweek, (2) 12 hours per workday, or (3) 12 consecutive hours without regard to the starting and ending time of the workday (excluding duty free meal periods), whichever calculation results in the greater payment of wages, except for Sworn Police Officers. In accordance with the requirements of Section 207 (k) of the Fair Labor Standards Act, for sworn police officers, the work period is based on a 14-day schedule and overtime shall be paid to any sworn police officer who works more than 80 hours during a 14-day work period.

Accrual of overtime hours must be pre-approved by the appropriate supervisor.

Non-exempt employees are eligible to request to accrue compensatory time as opposed to earning overtime pay.

Overtime hours shall be paid as:

- One and one-half times the regular rate of pay for each hour of overtime worked; or
- One and one-half hours compensatory time for each hour of overtime worked; or
- Any combination of one-and-one-half pay and compensatory time, provided it is not divided into fractional hours of less than half-hour increments.

Overtime pay and compensatory time is calculated solely based on hours worked. Sick leave, holiday pay, personal hours, compensatory time, special leaves of absence, community service leave and vacation time taken during a workweek do not count towards hours worked when calculating overtime and compensatory time.



When an employee is called in to work additional hours in a workweek in which the employee has utilized sick leave pay, the employee, at their discretion, may receive the sick pay at straight time in addition to the physical hours worked.

Use of compensatory time by an employee must be pre-approved by the appropriate supervisor.

Accrued compensatory time may not exceed 200 hours. Once an employee reaches 200 hours of accrued compensatory time, hours exceeding 200 hours will be paid out or may be directed into the employee's 457 deferred compensation plan, if eligible. On December 1st and April 1st of each year, non-exempt employees may request cash reimbursement for accrued, unused compensatory time. Employees may carry over a maximum of 80 hours of compensatory time into the next calendar year at the discretion and approval of the Department Head and Town Manager.

If a non-exempt employee's status changes to exempt, any compensatory time must be used or paid out prior to the effective date of the status change.

Any accrued, unused compensatory time is paid out upon termination.

POLICY NO. 4.4 – TRAVEL & TRAINING

The Town's travel and training guidelines can be found within the [Purchasing Policy](#) on the Daly Link. For specific questions about this policy, please contact the Finance Director.



CHAPTER 5 - BENEFITS

POLICY NO. 5.1 - SUMMARY

BENEFIT SUMMARIES

The Full-time Year-round, Full-time Seasonal and Part-Time Benefits Summaries can be found on [Benefits Page](#) on the Town of Snowmass website. Alternatively, please visit the Human Resources department to review plan documents for each of these policies.

HEALTH INSURANCE

Subject to the provisions of the Town's insurance carriers or policies, eligible employees hired on the first day of the current month will have their insurance effective immediately. If hired on the second day or later of the month, insurance will be effective on the first day of the following month.

Full-time seasonal employees rehired within 9 months of leaving their previous position, will be reimbursed for any employee only COBRA premiums, Medicare or any other medical coverage premium paid during their absence.

Full-time Seasonal employees who've been rehired into the same position within nine months of being laid-off from the Town may be reimbursed for their medical insurance premium; up to the COBRA amount for the Town's 'employee only' medical coverage. There will be no reimbursement if there is no out-of-pocket cost to the employee for that coverage and/or no proof of payment. If proof of payment is not submitted within 30 days of one's rehire date, the employee becomes ineligible for any reimbursement for the applicable off-season.

SOCIAL SECURITY REPLACEMENT AND RETIREMENT PLAN

The Town provides a retirement plan for all Full-time Year-round employees. These plans begin with the first, full paycheck covering a period of two weeks of work. The Town offers a 457 deferred compensation plan and a 401(a) money purchase plan. In lieu of social security, the Town contributes the equivalent of 10% of the employee's salary to the 401(a) plan, each pay period. In lieu of social security, employees are required to contribute a minimum of 5% to the 457 plan, each pay period.

Sworn police officers are required to contribute a minimum of 9% of their salary to the 401(a) plan, each pay period. The Town contributes the equivalent of 11% of the officer's gross salary to the 401(a) plan for sworn police officers, each pay period. Sworn police officers may also contribute towards the Town's 457 deferred compensation plan.



POLICE PENSION

Sworn police officers shall contribute 3% to the FPPA Death and Disability Plan.

EMPLOYEE LOAN

Upon approval of the Finance Director and the Town Manager, an employee may receive up to two employee loans per year for assistance in meeting emergency financial situations. The amount may be no greater than the maximum of one-half of the employee's monthly gross salary. This loan shall be in the form of a non-interest-bearing loan and must be paid back to the Town within a maximum of six months. If an employee has an existing loan out, they may accelerate the payment schedule, but cannot receive another loan prior to the original loan being satisfied in full. The employee shall be required to sign a promissory note pledging assets or wages as collateral. Upon termination, the loan must be paid off in full and the balance owing deducted from the final paycheck.

PAY ADVANCE

Employees may receive up to two pay advances in a calendar year for an estimated amount based on the employees' normal net paycheck amount, in order to meet an emergency financial situation. This request must be approved by the employee's Department Head. An employee may receive a pay advance for an estimated amount based on the employees' normal net paycheck amount prior to leaving on a vacation and the Town may deduct all or a portion of the pay advance from their next paycheck. This request must be approved by the employee's Department Head.

CELLPHONE

The Town will pay for an appropriate phone and/or call plan for employees that need a cell phone for Town business and receive pre-authorization by the Department Head.

The request for a cell phone shall include justification for the plan needed. Incidental personal calls may be made from the phone if that use does not result in usage in excess of the monthly contract amount.

Alternatively, the Town may pay a stipend toward personal cell phone plans that are used for conducting Town business. The monthly stipend amount will be determined by the Department Head on a case-by-case basis and may be reduced or revoked based on an evaluation by the Department Head.

Cell phone abuse for personal use may result in loss of the cell phone, call plan or stipend.



CREDIT UNION

All employees are eligible to participate in the Grand Junction Federal Credit Union. See the employee benefits guide for more information.

EMPLOYEE ASSISTANCE PROGRAM

Each year, all Town employees and members of one's household are entitled to three free counseling sessions per life event. Confidential counseling is provided to support mental health, work through job related or personal difficulties, assist with financial or legal problems, and address problems caused by alcohol and/or drug abuse.

BUS PASSES

All employees who live outside of Snowmass Village/ Aspen receive free RFTA bus passes to use the bus system as a means of transportation for commuting to and from work. These passes are to be returned to your supervisor upon termination of employment. The Town also offers town shuttles. Please contact the Transportation department for more information on the use of and obtaining RFTA bus passes.

INTERAGENCY TRANSFERS

The Town Manager may elect to honor the length of continuous, full-time employment for those transferring to the Town from another local government entity. Therefore, such an employee's length of continuous, full-time employment may, at the Town Manager's discretion, inform vacation accruals.

POLICY NO. 5.2 - WORKER'S COMPENSATION

The Town provides Workers' Compensation Insurance as required by law. This insurance is designed to provide protection for any employee suffering an injury resulting from accidents, injuries or illnesses arising out of and in the course of employment. Injuries, no matter how minor, must be immediately reported to the supervisor in writing as soon as possible after the occurrence and in all cases, within 24 hours and at the latest within four working days after the incident. Under Colorado law, an employee who fails to report an injury in writing may lose up to one day's compensation for each day's failure to report the accident.

Alcohol and Drug testing may be required if the employee's own actions or omissions could possibly have caused the accident that led to injury. If it is determined that the injury resulted from the employee's use of alcohol or controlled substances, workers' compensation benefits may be reduced by one-half in accordance with Section § 8-42-112.5, Colorado Revised Statutes.

Employees should consult the Town's list of approved physicians prior to seeking treatment for a work-related injury. Employees failing to treat with a physician listed on the panel may result in the loss of medical benefits. Employees should contact their supervisor to arrange an appointment with a designated treating physician.



The treating physician may recommend that an injured employee return to work on limited duty. In such event, the Company may require the employee to return to work performing duties within the medical restrictions even if such work is different than the employee's regular job duties. An employee's refusal of limited duty may be the basis for discipline or discharge.

POLICY NO. 5.3 - RECREATION AND WELLNESS BENEFIT

The Town supports and encourages the physical health, mental health and well-being of all employees as studies demonstrate that employee happiness and presenteeism are directly related to health, well-being and fitness.

As such, Town employees having worked a minimum of three months for the Town at any point in time as well as a minimum of 192 Regular Hours for the Town during the applicable calendar year shall be eligible for the annual recreation and wellness benefit.

The amount of the annual recreation and wellness benefit will be determined during the annual budget process and is a taxable benefit to the employee. Eligible employees will be reimbursed up to 100% of the annual benefit amount upon proof of eligible receipts that are incurred during the applicable calendar year. The minimum amount an employee can request to be reimbursed is \$100 per pay period and qualifying expenses that are greater than the yearly amount budgeted for the recreation benefit can be split in two years and must be submitted two years in a row.

If an eligible employee does not submit for reimbursement for the full amount of the annual benefit, the Town will give the employee a taxed cash bonus equivalent to 50% of the remaining balance in the month of December of the applicable calendar year, so long as the eligible employee is still an Active employee.

If an eligible employee leaves the Town within the applicable calendar year and has not submitted for the full amount of the annual benefit, the employee may request a cash bonus equivalent of 50% of the remaining balance, which will be considered full use of the benefit for the applicable year.

As the Town is an integral part of our resort community, the Aspen Skiing Company ski pass program is an exception in that it is provided in good faith and in advance of the applicable calendar year's benefit. Should the Town obtain an Aspen Skiing Company ski pass through the Aspen Chamber Resort Association for an employee and should the employee leave the Town prior to meeting the eligibility requirements, the employee will be required to return the ski pass to the Town and will also be required to reimburse the Town for the amount of the recreation benefit that was used towards this benefit.

Any ski pass received from the Aspen Skiing Company for any Town employee as part of an interagency agreement will serve as the only recreation benefit for the applicable calendar year and the eligibility requirement of 192 hours may not apply. In the case



where the employee elects not to take the pass, the employee would then be eligible for the recreation and wellness benefit according to the terms stated above.

The Following Items Are Examples of Appropriate Expenses:

Ski passes; Fitness club memberships, yoga studio classes and meditation classes; Bikes, skis, snowboards and their accessories; Off road vehicles such as snowmobiles, dirt-bikes, ATV's and their accessories/protective gear; Fishing gear and licenses; Golf equipment and passes; Exercise equipment such as treadmills, weights, etc.; Sport equipment such as skates, tennis, touring skis, jogging/ bike stroller; kid carrier, etc.; Yoga equipment- mats, blocks, etc.; Boating equipment including water skis; Camping equipment and accessories; Hunting gear and licenses (excluding firearms, weapons, bows and arrows and ammunition); Rafts, kayaks, canoes, stand up paddleboards and accessories; Bowling fees, shoes and bags; Mental health, counseling, acupuncture, and massage sessions; Meditation apps and fitness trackers. Sports gear and sportswear such as ski jackets, running shoes, gym shoes, clothing and footwear that are worn for sports or other physical activity.

The following items are examples of inappropriate expenses that will not be approved:

Computer and computer games such as Xbox; Televisions and stereo equipment; Items purchased for other family members; Accessories and parts for on road vehicles such as tires for SUV's, car stereos, etc.; Clothing; Household items such bathroom scales; Medical hard goods such as stethoscopes; Protein drinks; Tools; ~~Photography equipment~~; Coolers; boats that can be used with a motor; Outdoor lawn games; Non-ATV motorcycle helmets; Outdoor festival admissions.

As this list is not all-encompassing, please contact Human Resources with questions.



CHAPTER 6 - EMPLOYEE CONDUCT & PROBLEM SOLVING

POLICY NO. 6.1 – ETHICS

High standards of ethical behavior and workplace conduct are expected by all Town employees. They serve as the cornerstone of the Town's reputation in the community. Employees are expected to adhere to the Town's detailed Ethics and Conflict of Interest Policy below and chapter 2 of the municipal code.

Employees must conduct business without creating any conflict of interest. A conflict of interest can arise when an employee is involved in an activity for personal gain, which conflicts with the Town's business interests. Employees cannot solicit or compete with the Town's products or services offered. Outside work cannot be performed on the Town's time. Employees cannot use the Town's equipment, materials, resources, or "inside" information for non-Town related work. Employees should not solicit business or clients or perform outside work on the Town's premises.

Employees and their immediate family must be very cognizant of any significant investment or association with competitors or suppliers that might interfere with or appear to affect the Town's interests. Employees must notify their Department Head, the Human Resources Director or Town Manager regarding questions or any possible conflicts of interest.

Ethics and Conflict of Interest Policy

As Town employees, our ability to serve citizens and attract and retain quality employees depends on the Town's reputation in the community. Employee actions may enhance, maintain, or damage the standing that we have developed. Therefore, we expect all Staff to exercise the highest standards of ethics in all decisions that may impact the Town.

No workplace ethics statement can possibly cover every circumstance that may arise. Use good common sense. Ask yourself if you would like to read about your behavior in the newspaper or see a story about it on the nightly news. If there is any question about a course of action, it is your responsibility to get clarification from your Department Head, the Human Resources Director, or the Town Manager.

Conflicts of Interests Must Be Avoided.

The Town requires that employees protect all organizational information and avoid outside activities or relationships, which do or could adversely influence their decisions or actions on the job.

Other examples of conflict of interest could be holding financial interest in a local business, being self-employed in an occupation which competes with the Town or ownership, partnership, or personal involvement in supplier companies or distribution outlets related to Town business.



If employees have any question about whether a situation is a conflict of interest, employees should discuss the matter with their Department Head or Human Resources. If it remains unresolved, refer the matter to the Town Manager for a final determination.

What are conflicts of interest?

Because of the multiple roles individuals play in their daily lives -- especially in a small community like Snowmass Village -- people inherently possess many different interests and loyalties. At any given time, these interests may compete. Such conflicts are a part of life, but conflicts of interest related to an employee's position with the Town must be avoided when at all possible.

When undertaking town business, Town employees, as stewards of the public trust, are required to put the public's interest before their own. Impropriety occurs when an employee, faced with a decision, puts his or her personal or financial interest ahead of the public interest. When a Town employee, either directly or indirectly, gains a monetary benefit or other reward from a decision or recommendation made in his or her public capacity, that is very likely a conflict of interest.

Town employees cannot accept gifts of greater than \$75 value from a partner or vendor. And, in terms of accepting food and beverage from a vendor, if you can consume it in one sitting (basically during a meal) then likely it is fine; but if someone sent you expensive food or drink, that is not acceptable.

What do conflicts of interest have to do with ethics?

Government is about protecting the common good, which may be defined as the common conditions that are important to the welfare of everyone, police, parks, transit, housing, and other services. A public servant must always put the common good ahead of any personal, financial, or political benefit they might receive from a decision about such matters. Conflicts of interest interfere with the basic ethical principle of fairness--treating everyone equitably. A public employee should not take unfair advantage of his or her position by influencing a matter that could benefit them at the expense of others. The Town is also committed to seeking fairness and competition among vendors, stakeholders and contractors. Finally, conflicts of interest undermine trust. They make the public lose faith in the integrity of governmental decision-making processes.

What ethical dilemmas do conflicts of interest present?

Many times, government employees honestly believe that they are not being unduly influenced by their personal stake in an issue. They may feel, to the contrary, that their interest in the matter gives them special insight into the subject. But conflict of interest laws prevents such partiality. First, it's almost impossible for individuals to determine whether they are being fair when their self-interest is involved. Also, as the Institute for Local Self-Government states: "The law is aimed at the perception, as well as the reality, that a public official's and employee's personal interests may influence a decision." Even the appearance of impropriety undermines the public's faith that the process is fair.



Another common misconception about conflicts of interest is that employees are absolved of their responsibility merely by being transparent about their stake in the issue. It is insufficient for government officials to make conflicts public. They must take themselves out of the decision-making process altogether.

Business with Family

For the purposes of this policy, "family" is defined as an employee's grandparent, aunt, uncle, parent, spouse, significant other, sibling, child, stepchild, niece or nephew.

There may be times where we work with members of our family. If this occurs, we must ensure any transactions do not lead to a conflict of interest and we must make sure that our relationships do not appear to affect our business decisions. If you believe you face a potential conflict of this type, you must report the situation to your Department Head, the Human Resources Director or the Town Manager immediately. This includes any situation including but not limited to the following:

- A family member or someone with whom you have a romantic relationship works for a customer, current vendor, or vendor seeking to do business with the Town.
- You have a direct or indirect reporting relationship with (or have the ability to influence employment decisions for) a member of your family or someone with whom you have a romantic relationship.
- A family member or someone with whom you have a romantic relationship is an employee of a customer, contractor, current vendor or vendor seeking to do business with the Town when you have direct or indirect decision-making authority or influence with respect to the business relationship.

Department Head and/or Town Manager approval is required prior to conducting business with anyone that may have a real or perceived financial conflict of interest with a Town employee. Similarly, an employee must disclose to their Department Head or Town Manager if their family member has a financial relationship with a third party that does business with the Town.

POLICY NO. 6.2 - GENERAL STANDARDS OF CONDUCT

All employees are expected to maintain a professional demeanor and exhibit a high degree of personal integrity and ethical behavior. This includes displaying behavior that is courteous, polite, responsive and respectful to all others. Behavior that is commonly regarded as impolite, rude, disrespectful, hostile, offensive or contrary to the values of customer service and teamwork, in any way will not be tolerated.



Employees are expected to adhere to the following, additional general standards of conduct:

- Work together and help others.
- Ask for help when you need it.
- Operate with integrity.
- See something, say something. You are encouraged to speak up when you see someone who deserves praise and when you see a situation that needs to be resolved.
- Be innovative and forward-thinking. Think about what can be done to improve your job, department and the Town. Share your ideas.
- Do not gossip.
- Give people the benefit of the doubt. Assume positive intent. Seek the truth.
- Speak positively of your co-workers, department and the Town.
- Express concerns to the appropriate supervisor in a timely manner. Propose solutions. Be a problem-solver.
- Be honest, professional and respectful in your communications.
- Be productive and effective.
- Be responsible stewards with tax-payer dollars.

POLICY NO. 6.3 - DRUG AND ALCOHOL POLICY

The Town values its employees and is committed to providing a safe and healthy work environment. As the abuse of alcohol, drugs, and controlled substances impairs employee judgment and, thereby, results in increased safety risks, the Town strives for a drug free workplace.

Additionally, in accordance with the Drug-Free Workplace Act of 1988, the Town, as a possible federal grant recipient, is required to certify to grant agencies that the Town will ensure a drug-free workplace. Failure to comply with this requirement could result in suspension or termination of any or all federal grants within the Town. This requirement presents a necessity and an opportunity to take immediate action to eliminate drug abuse from the workplace.

To ensure a safe and healthy work environment, the Town prohibits the use, sale, manufacture, distribution, dispensation, possession, use or being under the influence of a controlled substance or drug paraphernalia during Town time, on Town premises or worksites. This prohibition includes Town owned vehicles, or personal vehicles being used for Town business or parked on Town property. The Town also prohibits the consumption of alcohol or being under the influence of alcohol on Town work time or during lunch or breaks.

Employees are subject to searches and/or testing upon reasonable suspicion that any of



the foregoing prohibitions have been violated. Employees who consume alcohol during lunch or breaks shall be considered off duty for the remainder of the day/shift. Any employee found in violation of the above-stated prohibitions and/or policies will be subject to disciplinary action, up to and including termination.

To clarify how the use of marijuana in the State of Colorado relates to employment at the Town, please note that Colorado law permits properly registered patients to use marijuana for medicinal purposes without fear of criminal prosecution, so long as they abide by the State's medical marijuana laws. Colorado also permits adults to possess and use marijuana. However, marijuana remains a Schedule I controlled substance under the Controlled Substances Act of 1970. As such, any use of marijuana—medical or otherwise—is against federal law. Moreover, Colorado's marijuana laws—medical and otherwise—provide employers with the right to have and enforce their drug policies with respect to marijuana. Therefore, an employee who tests positive for marijuana is in violation of the Town's drug and alcohol policy, even if the employee is exempt from criminal prosecution under Colorado law. As such, a positive drug test for marijuana constitutes a violation of the Town's drug and alcohol policy and may lead to termination

Virtually any conduct involving illegal drugs or controlled substances, as defined by state or federal law, can result in disciplinary measures up to and including termination.

Excluded from prohibition are prescribed drugs and over-the-counter drugs when used in the manner, combination and quantity intended, unless job performance is affected. An employee who must use an over the counter or prescription drug that causes side effects which may adversely affect the employee's ability to perform work in a safe and productive manner must notify his or her supervisor of such use and side effects, prior to starting work. The supervisor, after proper inquiry, will decide if the employee can remain at work and what work restrictions, if any, are deemed necessary.

Employees shall notify their supervisor of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. The supervisor shall immediately notify Human Resources after receiving notice of the above criminal drug statute conviction from an employee or otherwise receiving actual notice of such conviction. The granting agency of the federal government must be notified within ten days after the Town receives notice of a criminal drug statute conviction from an employee or otherwise receives actual notice of such conviction. Within 30 days of receiving such notice the employee shall be subject to disciplinary action, up to and including termination.

Compliance with the above-stated policy is a condition of employment for all employees of the Town. In addition to the above-stated policy, all Town employees who operate a commercial motor vehicle for the Town and are required to hold a Commercial Driver's License (CDL) are also subject to the Town's drug and alcohol testing policy implemented under federal law.



All employees can avail themselves to the Employee Assistance Program (EAP) for additional information on substance abuse. Treatment resources can be found on the Daly Link.

Please contact Human Resources if you have any questions about this policy or wish to discuss issues related to the use of controlled substances or the abuse of alcohol.

The Town's Substance Abuse Policy is required by the Federal Transit Administration/ Federal Highway Administration and applies to all positions that require a CDL at the Town.

POLICY NO. 6.4 - SMOKING

It is our objective to provide a smoke-free environment at the Town. Smoking is prohibited within Town vehicles, all areas of each Town building, and 15 feet of the main entrance into each Town building. Employees may smoke in designated outdoor areas. This restriction always applies to all employees and visitors, including non-business hours.

POLICY NO. 6.5 - NEPOTISM

To avoid possible conflicts of interest and maintain impartial employment practices, relatives shall not work in a department in which one relative participates, either formally or informally, in decisions to supervise, hire, retain, promote, evaluate, or influence the employment status of a relative in any other way.

Relatives shall not work in a department in which they audit, verify, receive or are entrusted with monies received or handled by a relative.

For the purposes of this policy, a relative is defined as any two people related by blood, adoption, marriage, or living arrangement, as spouse, parent, child, grandparent, grandchild, brother, sister, in-laws, step-relations or domestic partners.

Relatives must treat one other as they would any other Town employee.

POLICY NO. 6.6 - OPEN RECORDS/COLORADO OPEN RECORDS ACT (CORA) REQUESTS

As a public employer, the Town may be required to furnish requested records to the public. These records may include messages, texts and or emails sent using Town equipment or Town email addresses.

Typically, open record acts provide citizens with a statutory right of inspection of government information to ensure the right to free speech, as well as the accountability of the government to its people. In relation to employer issues, the open records act



attempts to balance the rights of persons to know and the privacy rights of an individual.

When an employee of the Town receives an external request to inspect any Town documents, please contact The Town Clerk with said request so that next steps may be determined.

POLICY NO. 6.7 - CONFIDENTIAL INFORMATION

Employees of the Town may have access to confidential information related to the Town, co-workers, community members and guests. Confidential information includes, but is not limited to, credit cards, social security numbers, banking information, personal information, business information and similar subjects.

Disclosure or misuse of confidential information is strictly prohibited, and such action will not be tolerated. This non-disclosure prohibition applies both during and after an employee's employment. Any copying, reproducing, or distributing of confidential information in any manner must be authorized by the employee's supervisor.

Confidential information remains the property of the Town and must be returned to the Town upon separation or at any time upon demand.

POLICY NO. 6.8 - PROPRIETARY PROPERTY

All photographs, video, sound and video recordings (including of one's voice), written content, or other works produced by an employee for the Town of Snowmass Village while working for or performing duties for the Town are property of the Town.

Furthermore, employees are not permitted to take any documents or files (hard copies or digital files) upon termination of employment without the express permission of the Department Head or the Town Manager.

Employees who post on any Town social media platforms must adhere to the [Town's Content Release Policy](#).

POLICY NO. 6.9 - GIFTS AND FAVORS

Town employees are subject to Article XXIX of the Colorado Constitution and article V of Chapter 2 of the Town Code, concerning ethics in government. These provisions, and the provisions of state law referenced in the Town Code, require that government employees carry out their duties for the benefit of the people of Colorado and avoid conduct that is or appears to be in violation of the public trust. In general, these provisions require that local government employees not use any information for personal gain, not engage in business dealings with persons they supervisor or inspect as public employees, and not perform actions as a public employee for their own personal financial benefit.



Town employees are prohibited from accepting gifts or things of value in excess of \$75.

In general, it is permissible for employees to accept scholarships, honoraria, insurance proceeds, prizes, lottery winnings, inheritances, and/or special occasion gifts in excess of \$75 so long as the acceptance of such gifts does not involve undue influence, coercion, rigging, loss of impartiality, bribery, or a breach of the public trust.

POLICY NO. 6.10 - INTERNET, COMPUTER & EQUIPMENT USE

The Town provides many tools to its employees and contractors to enhance their productivity and jobs. These tools include computers, software, communication tools (email), access to internal networks (intranet), access to external networks (internet), as well as telephone systems, voice mail, fax, photocopiers, etc. The Town requires that these systems be used in a responsible way, ethically, and in compliance with all legislation and other town policies and contracts. Noncompliance could have a severe, negative impact on the Town, its employees, and the community. This policy does not attempt to anticipate every situation that may arise and does not relieve anyone accessing the system of their obligation to use common sense and good judgment.

Individuals are encouraged to use the Town's systems and resources to further the goals and objectives of the organization. The types of activities that are encouraged include:

- Communicating within the context of an individual's assigned responsibilities.
- Acquiring or sharing information necessary or related to the performance of an individual's assigned responsibilities.
- Participating in educational or professional development activities.

Scope

This policy is applicable to all employees and contractors of Town. The requirements defined in this policy are applicable to all data, systems, and services owned and/or managed by the Town.

Policy

Acceptable Use of Assets

Assets include, but are not limited to, physical equipment, such as desktop computers, servers, printers, laptops, telephones, mobile devices, and removable media (such as USB flash drives), as well as systems and services, such as the organizational network, software, applications, internet, voicemail, and more. Organizational data is also considered to be an asset. All devices and systems are property of the Town and all use must be in accordance with policies, standards, and guidelines.



The Town allows limited use of the network, systems, and devices for personal reasons (personal correspondences, online banking, etc.), but personal use must not be abused. Personal use is acceptable if it is limited to the following considerations:

- It does not have a negative impact on overall employee productivity.
- It does not cause additional expense to the Town.
- It does not compromise the Town in any way.
- It does not disrupt the network performance in any way.
- It does not contradict any other Town policies.

Personal postings by an employee concerning the Town are not prohibited provided they comply with guidelines set forth below or in this handbook. If you publish or post regarding Town matters, you should never state your job title and should include a disclaimer making clear the posting is your own and does not necessarily represent TOSV positions, strategies, or opinions.

When you use social media, use good judgment. We request that you be respectful of the Town, Town staff, our community, our partners and affiliates, and others. Personal use of social media is never permitted during working time by means of the Town's computers, mobile devices, or other IT resources and communications systems. Social media postings by an employee on blogs or social networking sites are considered personal communications and are not organization communications. Any official postings on a blog or social networking site on behalf of the Town must be preapproved and sent by authorized Town staff.

The Town assets and systems may not be used for illegal or unlawful purposes, including copyright infringement, obscenity, personal gain, libel, slander, fraud, defamation, plagiarism, intimidation, forgery, impersonation, illegal gambling, soliciting for pyramid schemes, and computer tampering (e.g., spreading computer viruses). Per the Town Purchasing Policy, users should not access and/or purchase technology, devices, applications, or services that are not formally authorized and approved by IT. (This circumvention of the IT Department is known as Shadow IT.)

- IT assets, such as laptops and mobile devices, are intended to be used only by the people to whom they have been issued, unless other arrangements for shared devices have been made.

Users will always protect Town-managed IT assets, keeping them physically and logically secured and under the control of the user, including but not limited to: Ensuring the workstation is locked (screen/keyboard) whenever walking away from it. Keeping computers secure and reporting lost or stolen equipment to IT immediately.

Electronic Communication and Internet Use

The use of the Town's communication and internet systems and services (including email, messaging, voicemail, forums, social media, and more) is provided to enable



performance of regular job duties. The use is a privilege, not a right, and therefore must be used with respect, common sense, and in accordance with the following requirements:

1. The email systems and other messaging services used at the Town are owned by the Town and are therefore its property. This gives the Town the right to monitor all email traffic passing through its email system. This monitoring may include, but is not limited to, inadvertent reading by IT staff during the normal course of managing the email system, review by the HR and legal team during the email discovery phase of litigation, and observation by management in cases of suspected abuse or employee inefficiency. Employees should be aware that emails may be considered public record and potentially subject to public disclosure.
2. The Town often delivers official communications via email. As a result, employees of the Town are expected to check their email in a timely manner so they are aware of important Town announcements and updates, as well as for fulfilling duties and role-oriented tasks. TOSV email messages should remain on TOSV email accounts. Users are prohibited from forwarding work messages to their personal, off-network accounts.
3. The Town communication platforms and internet are not to be used for purposes that could be reasonably expected to strain storage or bandwidth. Individual use of resources shall not interfere with others' use of Town email and services.
4. Users are prohibited from using accounts that do not belong to them and are prohibited from using platforms to impersonate others.
5. Users are not to give the impression that they are representing or providing opinions on behalf of the Town, in any form of media, unless otherwise authorized.
6. Users shall not open message attachments or click on hyperlinks sent from unknown or unsigned sources through any platform (email, instant message, social media, etc.). Attachments/links are the primary source of malware and social engineering and should be treated with utmost caution.
7. Any allegations of misuse should be promptly reported. If you receive an offensive or suspicious email, do not forward, delete, or reply to the message. Instead, report it directly to IT or by using built in tools in Outlook.
8. Email users are responsible for mailbox management, including organization and cleaning.
9. Archival and backup copies of email messages may exist, despite end-user deletion, in compliance with the town's Records Retention Policy.



10. Email access will be terminated when the employee or third party terminates their association with the Town, unless other arrangements are made. The town is under no obligation to store or forward the contents of an individual's email inbox/outbox after the term of their employment has ceased.
11. The Town assumes no liability for direct and/or indirect damages arising from the use of the town's email system and services. Users are solely responsible for the content they disseminate. The Town is not responsible for any third-party claim, demand, or damage arising out of employee's use of the town's email systems or services.
12. Email users are expected to remember that email sent from the Town's email accounts reflect on the Town. All communications are subject to open records requests and can be made public. Please comply with normal standards of professional and personal courtesy and conduct.
13. The Town may monitor any/all internet activity originating from Town-owned equipment or accounts or taking place over TOSV networks.
14. Users are permitted to remotely access the corporate network while offsite. Users must use the approved VPN service(s). Users may be required to authenticate using multifactor authentication (MFA). Only authorized users are permitted to access the network through VPN.

Data Security

Maintaining the confidentiality, integrity, and availability of organizational data is paramount to the security and success of the organization. The following requirements are defined to keep data secure and handled appropriately:

1. All organizational data is owned by the Town and, as such, all users are responsible for appropriately respecting and protecting all data assets.
2. Users must keep all data secure by taking sensible precautions and following requirements defined in this policy, the Town's acceptable use policy and the data-handling requirements defined in the Data Classification Policy. This standard outlines the requirements for creating, using, storing, transmitting, archiving, and destroying data.
3. Users may not view, copy, alter, or destroy data, software, documentation, or data communications belonging to The Town or another individual without authorized permission.
4. Users will only access data provided to them for duties in connection with their employment or engagement and in accordance with their terms and conditions of employment or equivalent. Access to some applications and information sources will be routinely recorded and/or monitored for this purpose.
5. Extraction, manipulation, and reporting of The Town's data must be done for official purposes only.



6. Personal use of organizational data, including derived data, in any format and at any location, is prohibited.

Secure Workstations

All sensitive materials, such as information about an employee, a customer, or intellectual property, shall be removed from a workspace and locked away when the items are not in use or an employee leaves his/her workstation. This will reduce the risk of security breaches in the workplace and is part of standard basic privacy controls.

1. Employees are required to ensure that all sensitive information in hardcopy or electronic form is secure in their work area at the end of the day and when they expect to be gone for an extended period.
 - a) Computer workstations must be locked (screen/keyboard) and password secured whenever a workspace is unoccupied.
2. Any sensitive information (e.g., customer data) must be removed from the desk and locked in a drawer when the desk is unoccupied and at the end of the workday.
3. Passwords should not be written down. If a user finds it necessary to do so, written passwords must be stored away and secure. Never leave written passwords in plain sight.
4. File cabinets containing sensitive information must be kept closed and locked when not in use or when not attended.
5. Keys/badges used for access to sensitive information must not be left at an unattended desk.
6. Printouts containing sensitive information should be immediately removed from the printer.
7. Upon disposal, sensitive documents should be shredded.
8. Employees are not permitted to install any software on any town owned devices without specific consent and approval from the IT department.

Password Standards

Access to the Town's systems and devices is controlled through individual accounts and passwords. The following requirements are in place to protect those passwords and access to sensitive data and systems:

1. Users may not share account or password information with another person. Accounts are to be used only by the assigned user of the account and only for authorized purposes. Attempting to obtain another user's account password is strictly prohibited.
2. A user must contact the Help Desk to obtain a password reset if they have reason to believe any unauthorized person has learned their password. Users must take all necessary precautions to prevent unauthorized access to the Town's services and data.
3. Users must not use corporate passwords for other services. In the event that other services are compromised, it could leave corporate accounts compromised as well.



4. Password complexity will be enforced by IT through system-enforced policies to ensure strong passwords and proper password hygiene:
 - a) Passwords will expire every 360 days and users will be required to change them. Users are encouraged to reset their passwords prior to the expiry date to minimize any interruption to network access.
 - b) The previous 5 passwords cannot be reused.
 - c) Password complexity requirements enforce the use of a minimum of 3 categories (Uppercase, lowercase, numbers, and special characters.)
 - d) Upon 6 failed login attempts, accounts will be locked for 30 minutes. Accounts can be unlocked by contacting the Help Desk.

Incident Response and Reporting

The Town has an incident response program for efficient remediation of information security incidents. Employees are expected to comply with the following requirements in order to ensure effective and efficient incident remediation:

1. Users must report any suspected security incident to the Help Desk, including but not limited to lost/stolen equipment, suspected malware infection, compromised credentials, and any other possible compromises of the Town's systems and/or data.
2. Users must cooperate with incident response processes, such as forfeiting their equipment to Help Desk for investigation if it is potentially compromised.

Security Awareness and Training

The Town takes a proactive approach to data security by requiring security awareness training:

1. During onboarding, all users will be required to undergo information security awareness and training. If a user doesn't understand these practices, they are expected to reach out for follow-up training.
2. Users must complete ongoing security awareness and training as scheduled by the IT Department. Employees will be kept up to date on new improvements and emerging threats.

Security Unacceptable Uses

IT will manage security policies, network, application, and data access centrally using whatever technology solutions are deemed suitable. Any attempt to contravene or bypass security will be deemed an intrusion attempt and will be subject to disciplinary action. The following restrictions and requirements are enforced at the Town to establish and maintain the confidentiality, integrity, and availability of systems and data:

1. Users must not introduce malicious programs into the network or a system (e.g., viruses, worms, Trojan horses, email bombs, etc.).
2. Users must not introduce or contribute to security breaches or disruptions of network communication.



- a) Security breaches include, but are not limited to, accessing data of which the employee is not an intended recipient or logging into a system or account that the employee is not expressly authorized to access, unless these actions are within the scope of regular duties. For the purposes of this section, "disruption" includes, but is not limited to, network sniffing, ping floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
3. Port scanning or security scanning is expressly prohibited unless prior authorization is granted in writing.
4. Users must not execute any form of network monitoring that will intercept data not intended for the employee's host, unless this activity is a part of the employee's normal job/duty.
5. Users must not circumvent user authentication or security of any host, network, or account.
6. Users must not introduce honeypots, honeynets, or similar technology on the corporate network.
7. No servers (i.e., running web or FTP services from user workstations) or devices that actively listen for network traffic are allowed to be put on the corporate network without prior written authorization by the Chief Information Officer.
8. Users must not interfere with or deny service to any user (for example, denial of service attack).

POLICY NO. 6.11 - USE OF TOWN PROPERTY AND EQUIPMENT

It is the responsibility of every employee to check with their supervisor before using or permitting the use of Town-owned assets. It is not only unethical, but unlawful for an employee to use, or permit the unauthorized use of Town-owned vehicles, equipment, materials or property for profit. The Town recognizes that a de minimis use of certain Town assets for personal convenience will occur and is acceptable when the use is occasional and doesn't have an adverse impact on the organization.

POLICY NO. 6.12 - TOWN VEHICLE USAGE

Use of Town vehicles is limited to official Town business and designated employee carpools. Exceptions must be pre-approved by the Town Manager. Drivers must drive safely, follow any departmental Town vehicle use policies, obey all traffic laws, possess a valid driver's license, and strive to be current in defensive driver training.

It is the responsibility of the Department Head to assure proper use of Town vehicles. Department Heads should contact the Fleet Superintendent at Public Works for details regarding vehicle maintenance.

Employees are liable for payment to the Town for any non-authorized use or damage to Town vehicles. Unauthorized use or damage may result in disciplinary action.



The Town offers an employee carpooling program designed to reduce the number of single occupancy vehicles in Snowmass Village. Short stops on the route to and from work are acceptable if they do not inconvenience others in the carpool. Designated pick-up points should be at a common meeting point on the route, such as a park- and-ride lot. Morning and afternoon departure times are established, carpools leave within five minutes of the established time if an individual does not arrive. Drivers can be rotated, but anyone driving must have a valid Colorado driver's license and be eligible to drive a Town vehicle, which includes being current in defensive driving training. Driver responsibilities include keeping the vehicle clean, in good working condition, and adequately fueled for the round-trip commute.

The Town reserves the right to cancel the carpooling benefit to individuals who do not follow the specifics of this policy. Failure to comply with the specifics of this policy may result in disciplinary action up to and including termination.

POLICY NO. 6.13 - PET POLICY

The Town is responsible for assuring the health and safety of all employees. In keeping with this objective, the Town does not permit employees to bring their household pets to work *on a regular basis*. Pets may be brought to Town, on occasion, with pre-approval from the Department Head.

Pets that pose a threat of infection or cause allergic reactions in other employees, threaten, or distract employees, foul the workspace, or damage public property are not permitted at Town worksites or vehicles. Certified and trained service animals as defined by Colorado and Federal regulations, are exempt from this policy. An employee who requires the help of a certified and trained service animal (as defined by the Code of Federal Regulations) will be permitted to bring the service animal to the office.

POLICY NO. 6.14 - WEAPONS AND CONCEALED CARRY

An employee who has been issued a permit to carry a concealed handgun pursuant to the provisions of Part 2 of Article 12 of Title 18 Colorado Revised Statutes or a person who has been issued of a temporary emergency permit to carry a concealed handgun pursuant to section 18-12-209 Colorado Revised Statutes may carry a concealed handgun on Town property and in Town buildings, except in the Police Department and Council Chambers while Court is in session, so long as the employee is in compliance with concealed carry permit requirements and has been approved to do so by the Town Manager.

To seek approval, an employee must submit a letter of request to the Town Manager with a copy of the conceal carry license and proof of proper firearms training records, as required by State guidelines. The Town Manager will review the documents and make a final determination based on the employee's current standing with the Town, as well as the employee's competency.



Unlawful possession of a weapon while on Town property or while working is not permitted.

Employees in lawful possession of a weapon shall honor the requests of private business owners and private property while conducting Town business.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public, will not be tolerated. Any violation of this policy will be subject to disciplinary action up to and including termination.

Open carry is prohibited except in the case of sworn police officers.

POLICY NO. 6.15 - ANTI-VIOLENCE

Employees must not engage in intimidation, threats or hostile behaviors, physical abuse, emotional abuse, domestic abuse, bullying, vandalism, arson, sabotage, or any other act, which in Town management's opinion, is inappropriate in the workplace.

In addition, employees must refrain from making bizarre or offensive comments regarding violent events and/or behavior. Employees are expected to report any such conduct immediately to their supervisor, Department Head, Human Resources or the Town Manager. Engaging in any workplace violence may result in disciplinary action, up to and including termination.

Employees should directly contact proper law enforcement authorities if they believe there is a serious threat to the safety and health of themselves or others.

POLICY NO. 6.16- IN HOUSE PROBLEM RESOLUTION POLICY

The Town strives to respond to complaints and resolve problems efficiently and effectively. The Town has adopted two methods for resolving complaints. The first method is an informal "open door policy." The second method is a written "complaint procedure."

Open Door Policy

The open-door policy applies to any complaint, problem, suggestion or question that employees may have regarding their employment. Employees are encouraged to discuss such matters with their immediate supervisor, Department Head, Human Resources or the Town Manager, at any time.

Written Complaint Procedure

The complaint procedure applies to any complaint regarding the interpretation or application of any written policy, perceived unfair treatment or any working conditions at the Town. This procedure does not apply to the handling of complaints under Policy 2.2 (Equal Employment Opportunity and Unlawful Harassment).



If the employee's supervisor is also the Department Head, employees are to begin the complaint procedure at step two. The procedure is as follows:

Step One: Promptly bring the written complaint using the form incorporated below to the attention of the immediate supervisor. A verbal discussion should be held within five calendar days of the incident, or in a timely manner. If after having apprised your supervisor verbally of the complaint, the employee is dissatisfied with the supervisor's response, the first step is for employees to complete a complaint resolution form and present it to their immediate supervisor. A sample complaint resolution form is included. Upon receipt of an employee's formal complaint, the supervisor will investigate the matter, if appropriate, and will respond in writing within 7 calendar days.

Step Two: Employees who are not satisfied with the answer that they receive from their supervisor may present a complaint resolution form to the Department Head or the Human Resources Director. This must be done within 7 calendar days after the date of the written response by the employee's immediate supervisor. Upon receipt of an employee's complaint, the Department Head and/ or Human Resources Director will investigate the matter, if appropriate, and will answer the complaint in writing within 7 calendar days.

Step Three: Employees who are not satisfied with the decision of the Department Head or Human Resources Director may present their complaint to the Town Manager. This must be done within 7 calendar days after the date of the written decision of the Department Head or Human Resources Director. Upon receipt of an employee's complaint, the Town Manager will schedule a hearing at which the employee will have the right to be represented, present evidence and arguments and will be given an opportunity to rebut any evidence or arguments. Prior to the hearing, employee(s) will also be given notice of the issues to be decided at the hearing. If the complaint involves discipline or discharge, employees will be notified of the charges against them. After the conclusion of the hearing, the Town Manager will take the necessary steps to investigate the complaint and will issue a written and final decision.

NOTE: Any functions of the Town Manager under this procedure may be performed by the Town Manager or the Town Manager's designee. Any functions of the Human Resources Director may be performed by the Human Resources Director or the Director's designee. If any of the affected parties are unavailable, the response period may change.



IN HOUSE COMPLAINT RESOLUTION FORM SAMPLE

Name: _____ Date: _____

Position: _____ Department: _____

Employee Signature: _____

Summarize reasons for your complaint, including the written policies you believe to have been violated, and the action requested. (Attach additional sheets if necessary.)

Date Received by Immediate Supervisor:

Date of informal discussion with Immediate Supervisor:

Results of Discussion (attach additional sheets if necessary)

Date Received by Department Head or HR: _____

Date Written Response delivered to Employee by Department Head or HR:

Written Response to Complaint (attach additional sheets if necessary)

Date Received by Town Manager:

Date Written Response delivered to Employee by Town Manager:

Town Manager's Final Decision (attach additional sheets if necessary)



POLICY NO. 6.17 – EMPLOYEE PROGRESSIVE DISCIPLINE POLICY

Purpose

Town of Snowmass Village's progressive discipline policy and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable employee behavior and performance issues.

Outlined below are the steps of the Town of Snowmass Village's progressive discipline policy and procedures. The Town of Snowmass Village reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offense. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling or training; the employee's work record; the impact the conduct and performance issues have on the organization; and if the offense violates other employees and community members' physical and emotional safety.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling, nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between the Town of Snowmass Village and its employees.

Procedure

Step 1: Counseling and verbal warning

Step 1 creates an opportunity for the immediate supervisor to bring attention to the existing performance, conduct or attendance issue. The supervisor should discuss with the employee the nature of the problem or the violation of company policies and procedures. The supervisor is expected to clearly describe expectations and steps the employee must take to improve his or her performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of the verbal counseling. The employee will be asked to sign this document to demonstrate his or her understanding of the issues and the corrective action.

Step 2: Written warning

The Step 2 written warning involves more-formal documentation of the performance, conduct or attendance issues and consequences.

During Step 2, the immediate supervisor and a division manager or director will meet with the employee to review any additional incidents or information about the performance, conduct or attendance issues as well as any prior relevant corrective action plans.



Management will outline the consequences for the employee of his or her continued failure to meet performance or conduct expectations.

A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. The written warning may also include a statement indicating that the employee may be subject to additional discipline, up to and including termination, if immediate and sustained corrective action is not taken.

Step 3: Suspension and final written warning

Some performance, conduct or safety incidents are so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal sequence of the progressive discipline policy and procedures are subject to approval from a next-level manager and HR.

Depending on the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage and hour employment laws.

Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. In compliance with the Fair Labor Standards Act (FLSA), unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. HR will provide guidance to ensure that the discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee of wrongdoing.

Step 4: Recommendation for termination of employment

The last and most serious step in the progressive discipline process is a recommendation to terminate employment. Generally, the Town of Snowmass Village will try to exercise the progressive nature of this policy by first providing warnings, issuing a final written warning or suspending the employee from the workplace before proceeding to a recommendation to terminate employment. However, the Town of Snowmass Village reserves the right to combine and skip steps depending on the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated



without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by human resources (HR) and the division director or designate. Final approval may be required from the Town Manager.

Appeals Process

Employees will have the opportunity to present information to dispute information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee's performance or conduct issues while allowing for an equitable solution.

If the employee does not present this information during any of the step meetings, he or she will have five business days after each of those meetings to present such information.

Performance and Conduct Issues Not Subject to Progressive Discipline

Behavior that is illegal is not subject to progressive discipline and may result in immediate termination. Such behavior may be reported to local law enforcement authorities.

Similarly, theft, substance abuse, intoxication, fighting and other acts of violence at work are also not subject to progressive discipline and may be grounds for immediate termination.

Documentation

The employee will be provided copies of all progressive discipline documentation, including all PIPs. The employee will be asked to sign copies of this documentation attesting to his or her receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

ACKNOWLEDGEMENT OF RECEIPT

OFFICE COPY

I HAVE RECEIVED A COPY OF THE TOWN OF SNOWMASS VILLAGE EMPLOYEE HANDBOOK DATED JANUARY 1, 2023. I UNDERSTAND THAT THE HANDBOOK, INCLUDING ANY COLORADO SPECIFIC SUPPLEMENT, PROVIDES A SUMMARY OF THE TOWN'S GUIDELINES AND ITS EXPECTATIONS REGARDING MY CONDUCT. I UNDERSTAND I AM TO BECOME FAMILIAR WITH ITS CONTENTS.

I UNDERSTAND THAT, EXCEPT AS MAY BE REQUIRED BY STATE LAW, THAT MY EMPLOYMENT WITH THE TOWN IS AT-WILL. THIS MEANS THAT NEITHER I NOR THE TOWN IS COMMITTED TO AN EMPLOYMENT RELATIONSHIP FOR A SPECIFIC PERIOD OF TIME AND THE EMPLOYMENT RELATIONSHIP MAY BE TERMINATED BY ME OR THE TOWN AT ANY TIME, FOR ANY REASON.

THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS OF MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, OR ARE THEY A GUARANTEE OF EMPLOYMENT FOR ANY SPECIFIC DURATION.

I UNDERSTAND THAT THE CONTENTS OF THIS HANDBOOK ARE SUMMARY GUIDELINES FOR EMPLOYEES AND THEREFORE NOT ALL INCLUSIVE. THIS HANDBOOK SUPERSEDES ALL PREVIOUSLY ISSUED EDITIONS. NO ORAL STATEMENTS OR REPRESENTATIONS CAN CHANGE THE PROVISIONS OF THE HANDBOOK OR ANY SUPPLEMENT, EXCEPT FOR THE AT-WILL NATURE OF EMPLOYMENT.

THE TOWN RESERVES THE RIGHT TO REVISE, DELETE OR ADD TO ANY OR ALL OF THE GUIDELINES MENTIONED, ALONG WITH ANY OTHER PROCEDURES, PRACTICES, BENEFITS OR OTHER PROGRAMS OF THE TOWN. THESE CHANGES MAY OCCUR AT ANY TIME, WITH OR WITHOUT NOTICE.

I HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS.

Employee Signature

Date

Print Name



ACKNOWLEDGEMENT OF RECEIPT

EMPLOYEE COPY

I HAVE RECEIVED A COPY OF THE TOWN OF SNOWMASS VILLAGE EMPLOYEE HANDBOOK DATED JANUARY 1, 2023. I UNDERSTAND THAT THE HANDBOOK, INCLUDING ANY COLORADO SPECIFIC SUPPLEMENT, PROVIDES A SUMMARY OF THE TOWN'S GUIDELINES AND ITS EXPECTATIONS REGARDING MY CONDUCT. I UNDERSTAND I AM TO BECOME FAMILIAR WITH ITS CONTENTS.

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I HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS.

Employee Signature

Date

Print Name

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

December 4, 2023

AGENDA ITEM:

Ordinance No. 13, Series of 2023 – An Ordinance Amending the Town of Snowmass Village Municipal Code to Make Miscellaneous Amendments to Chapters 7, 10, and 18 Related to Code Enforcement

PRESENTED BY:

Jeff Conklin, Town Attorney
Brian Olson, Chief of Police

BACKGROUND:

This Ordinance proposes various amendments to Chapter 7, Article III (Solid Waste) to update definitions; Chapter 7, Article V (Animals) to update fees, fines, and various clarifying word changes; Chapter 7, Article VI (Wildlife Protection) to update definitions and add animal harassment section; Chapter 10 (General Offenses) to update fines; and Chapter 18, Article (Emergency Alarms) to address responses to “false alarms.”

As to each Chapter, the background on the proposed changes is as follows:

- **Chapter 7, Article III- Solid Waste**
 - o This article shares two definitions with Article VI- Wildlife Protection. Updating definitions to match.
- **Chapter 7, Article V – Animals**
 - o Replacing “Animal Control Officer” with CODE ENFORCEMENT OFFICER.
 - o There are a few word changes and additions throughout.
 - o Sections addressing Shelters or Adoptions have been reworded since we have discontinued our shelter operation and now contract with Aspen Animal Shelter, which is run by the City.
 - o Dog license fees are removed from code and will be determined by the PD on a as needed basis.
 - o Some penalty assessments have increased.
- **Chapter 7, Article VI- Wildlife Protection**

- Definition change
 - New ordinance addition – Harassing Wildlife Prohibited.
 - No changes to penalty assessments. We feel they have been effective as is.
- **Chapter 10, General Offenses**
 - Increasing a number of fines to keep them on par with other rising costs.
 - **Chapter 18, Article VIII - Emergency Alarms**
 - Many area law enforcement agencies are deciding to discontinue responding to residential burglary alarms unless a crime has been verified. The Snowmass Village Police Department still sees a value in responding to the occasional alarm. It provides us an opportunity to visit areas within neighbors we may not get to during regular patrol and it remains good customer service. The Alarm Permitting process allows the police department to obtain homeowner and property management information along with other important officer safety information on all “monitored” alarm systems. All information within the permit is confidential. Snowmass Village is host to many wealthy and VIP homeowners. Some homeowners visit their Snowmass homes with their own protective detail or may have security measures in place during a visit. Some of these measures could cause a safety concern to officers responding to a residential alarm. Through the permitting process we can pre-identify these security measures and create a safer response for officers and homeowners, alike. We are seeing a lack of effort in acquiring or updating Alarm Permits. The Article VIII update creates an annual penalty of \$250 for operating an unpermitted alarm system, irrespective of alarm responses. We hope to use this penalty to influence greater participation and attention to the alarm process. This update also creates \$250 per response penalty for responding to “unpermitted” alarms (in lieu of not responding at all). There is no fee for responding to the first three permitted false alarms in a calendar year. There is a fee for responding to a fourth, fifth, and sixth permitted and monitored false alarm within one year that has remained at \$50 for quite some time. This update will raise that to \$100. After the sixth alarm the fee would increase to the already established \$300 per alarm. Over the years, these escalations in fees have proved very effective in reducing problem alarms.

FINANCIAL IMPACT:

N/A

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

N/A

COUNCIL OPTIONS:

1. Approve Ordinance No. 13, Series of 2023 on First Reading and Set the Second Reading for December 18.
2. Approve Ordinance No. 13, Series of 2023 on First Reading with amendments and set the Second Reading for December 18.
3. Deny Ordinance No. 13, Series of 2023 on First Reading.

STAFF RECOMMENDATION:

Town Staff recommends that Town Council make a motion to approve Ordinance No. 13, Series of 2023 on First Reading and Set the Second Reading for December 18.

ATTACHMENTS:

Ordinance No. 13, Series of 2023

TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL

ORDINANCE NO. 13
SERIES OF 2023

**AN ORDINANCE AMENDING THE TOWN OF SNOWMASS VILLAGE MUNICIPAL
CODE TO MAKE MISCELLANEOUS AMENDMENTS TO CHAPTERS 7, 10, AND 18
RELATED TO CODE ENFORCEMENT**

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

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

WHEREAS, Town Council wishes to amend the TOSV Municipal Code to make miscellaneous updates to: Chapter 7, Article III (Solid Waste) to update definitions; Chapter 7, Article V (Animals) to update fees, fines, and various clarifying word changes; Chapter 7, Article VI (Wildlife Protection) to update definitions and add animal harassment section; Chapter 10 (General Offenses) to update fines; and Chapter 18, Article (Emergency Alarms) to address responses to "false alarms";

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

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

1. Recitals. The foregoing recitals are incorporated herein as findings of the Town Council.
2. Text Amendments. The following sections of the TOSV Municipal Code are hereby amended with the following **bold, underlined** additions and ~~strikethrough~~ deletions:

CHAPTER 7, ARTICLE III – SOLID WASTE

Sec. 7-32. Definitions.

Wildlife resistant Dumpster enclosure means a structure constructed in accordance with the structural requirements set forth in Chapter 18, Article III of this Code, irrespective of the actual enclosed square footage of the structure.

This structure shall be fully enclosed consisting of four (4) sides and a roof, with one (1) side accommodating a door(s). The sides of the structure must extend to the ground and the door cannot have more than a two-inch gap along the bottom. The door must **be metal and** have a latching device of sufficient design and strength to prevent access by wildlife. Ventilation openings shall be kept to a minimum and must be covered with a heavy gauge steel mesh or other material of sufficient strength to prevent access. Wildlife resistant Dumpster enclosures must be approved by the Chief of Police and the Public Works Director.

Wildlife resistant refuse container means a fully enclosed metal container with a metal lid **or other certified bear resistant container**. The lid must have a latching mechanism which prevents access to the contents by wildlife. All Wildlife resistant refuse containers must be approved by the Chief of Police and the Public Works Director.

.....

CHAPTER 7, ARTICLE V – ANIMALS

Sec. 7-81. Definitions.

~~Animal Control Officer~~ **Code Enforcement Officer** means a person employed by the Town and under the direct supervision of the Chief of Police who enforces the provisions of this Article.

Sec. 7-82. Animal litter prohibited.

Any owner **or person in control** of any animal shall promptly, ~~and in a public place immediately,~~ pick up, remove and dispose of in a sanitary fashion any and all animal litter attributable to such animal **except on property owned or rented by the person controlling the animal.**

Sec. 7-84. Animals prohibited public property.

(a) It shall be unlawful for any person to permit any animal to enter upon or remain in the immediate vicinity of any swimming pool open to the public.

(b) The Chief of Police may from time to time designate certain areas where animals will not be permitted, to maintain the public health, safety and welfare **or protection of wildlife**. Appropriate signs must be conspicuously posted in order for such designation to be valid.

Sec. 7-85. Cruelty to animals prohibited.

(a) No owner or person shall poison any animal, or distribute poison in any manner whatsoever with the intent and purpose of poisoning any animals, **with the exception of a licensed pest control company hired to exterminate rodents**.

(b) An owner or person commits cruelty to animals if he or she knowingly or with criminal negligence overdrives, overloads, overworks, tortures, torments, deprives of necessary sustenance, unnecessarily or cruelly beats, needlessly mutilates, needlessly kills, carries or confines in or upon any vehicles in a cruel or reckless manner, or otherwise mistreats or neglects any animal, or causes or procures it to be done, or, having the charge or custody of any animal, fails to provide it with proper food, drink or protection from the weather, or abandons it.

(c) No owner or person shall confine any animal within a parked vehicle without adequate **shade**, ventilation, ~~or~~ **and** water. The ~~Animal Control~~ **Code Enforcement** Officer may remove the animal from the vehicle if the ~~Animal Control~~ **Code Enforcement** Officer reasonably determines that probable cause exists that the animal is subject to a hazard to its health.

Sec. 7-89. Harassment.

No owner of an animal shall permit the animal to harass any other person, or animal **or wildlife**. An animal shall be deemed harassing whether or not the offending animal inflicts injury.

Sec. 7-91. Animal bites.

(a) Reporting. Any person having knowledge of an animal who bites a person or other animal shall immediately report the incident to the Police Department or the ~~Animal Control~~ **Code Enforcement** Officer.

(b) Quarantine of animals. Any animal which has bitten a person shall be quarantined and observed for a period of ten (10) days from the date of the bite, at the expense of the owner. The procedure and place of quarantine and observation shall be designated by the ~~Animal Control~~ **Code Enforcement** Officer. The owner of any animal that has been reported as having inflicted a bite on any person shall, on demand, produce the animal for quarantine. Refusal to produce the animal for quarantine constitutes a violation of this Section, and each day of such refusal shall constitute a separate and distinct violation.

(c) Removal of animals from quarantine. No person shall remove from any place of isolation or quarantine any animal which has been isolated or quarantined, without the approval of the ~~Animal Control~~ **Code Enforcement** Officer.

Sec. 7-94. Impoundment fees.

There shall be a charged and collected fee from each owner or person redeeming an impounded dog or cat. ~~the following fees and costs:~~ **The cost shall be determined by the designated license shelter.**

~~(1) Base impound fee for dogs, twenty-five dollars (\$25.00). For each day the dog is impounded, the impoundment fee shall be ten dollars (\$10.00) per day or any fraction thereof, in addition to the base fee.~~

~~(2) Base impound fee for cats, ten dollars (\$10.00). For each day the cat is impounded, the impoundment fee shall be five dollars (\$5.00) per day or any fraction thereof, in addition to the base fee.~~

~~(3) An owner will also be responsible for any additional charges incurred while the animal is impounded, including **impound fees** and veterinarian services.~~

Sec. 7-96. Relinquishment of ownership.

A Town resident may legally relinquish ownership of a dog, cat or domestic small animal by releasing the animal to the ~~Animal Control~~**Code Enforcement** Officer. The owner must provide proof of ownership, such as a veterinarian record or registration, in order to release the animal. The ~~Animal Control~~**Code Enforcement** Officer will coordinate with the local designated shelter ~~may elect to adopt out the animal or have the animal humanely euthanized immediately upon receipt of the animal. The owner shall pay a fee of fifty dollars (\$50.00) and any additional costs related to the relinquishment.~~

Sec. 7-97. Adoptions.

The ~~Animal Control~~**Code Enforcement** Officer will coordinate all adoptions with the local designated shelter. ~~may elect to present for adoption, for a fee determined by the Animal Control Officer, an animal that has been released to Animal Control by an owner, or an animal that has been impounded in the shelter for a minimum of five (5) days and whose owner cannot be located. All animals adopted out shall be spayed or neutered. The Animal Control Officer retains the right to screen all potential adopters and shall have the right to refuse adoption to anyone.~~

Sec. 7-126. Dogs; exemptions from license.

(a) Dog licenses shall not be required if the owner resides less than fifteen (15) consecutive days in the Town and does not own real property in the Town, provided that a valid certificate of vaccination properly issued by the authorities in the regular place of residence of the owner, and a valid proof of licensing, exist for the dog.

(b) An owner of a dog-breeding operation licensed by the State shall not be required to obtain a dog license for each dog owned, provided that a certification of vaccination for all of the dogs that are six (6) months of age and older is submitted to the ~~Animal Control~~ Police Department on an annual basis.

Sec. 7-129. Dog license fees.

Every person desiring to keep a dog within the Town shall make a license application therefor **and pay the annual fee established by the Police Department.** following fee:

Male dog	\$10.00
Female dog	10.00
Neutered dog	3.00
Replacement license	1.00

The above fees shall be waived for Seeing Eye dogs and/or Hearing dogs which are necessary and trained to assist the disabled, if certification or proof acceptable to the Animal Control Officer is provided.

Sec. 7-130. Dogs; change of location.

A change of location where the animal is harbored shall be registered with the Animal Control Officer **Police Department** within ten (10) days after such change.

Sec. 7-131. Dog license tag.

(a) The Animal Control **Code Enforcement** Officer shall keep a record of the date of issuance and tag number of each license tag; the name, address and phone number of the owner; a name and description of the animal licensed and the date of its certificate of vaccination.

(b) No person shall transfer any license tag to any dog for which the tag has not been issued or remove the tag from any dog to which it is issued, except for emergencies, cleaning, health and safety reasons or renewal.

Sec. 7-132. Dogs; proof of license and vaccination.

The owner of a dog shall produce a copy of the valid license and valid certificate of vaccination upon demand to the police or the Animal Control **Code Enforcement** Officer. Failure to produce the license or certificate of vaccination shall be presumed that the dog is unlicensed and unvaccinated.

Sec. 7-133. Interference with Animal Control Code Enforcement Officer.

No person shall interfere with, molest, hinder or impede the police or Animal Control~~Code Enforcement~~ Officer in the discharge of his or her duties as herein prescribed, or to violate any of the provisions of this Article.

Sec. 7-134. Enforcement.

(a) The police or the ~~Animal Control~~Code Enforcement Officer shall have the power to issue summonses and complaints for violations of this Article, as well as to issue warning notices to persons in violation of the provisions of this Article.

(b) The police or ~~Animal Control~~Code Enforcement Officer shall have the right to enter any premises in the Town at reasonable hours to enforce the provisions of this Article.

Sec. 7-135. Penalty assessment.

The following penalty assessments are declared to be mandatory and minimum:

Animal litter prohibited (Sec. 7-82)

First offense within 1 year

~~\$25.00~~ **\$50.00**

Second offense within 1 year

~~Summons~~ **100.00**

Third offense within 1 year

Summons

Animals prohibited on public property (Sec. 7-84)

First offense

~~50.00~~ **100.00**

Second offense

~~100.00~~ **200.00**

Third offense

Summons

Unattended animals (Sec. 7-88)

First offense within 1 year

25.00

Second offense within 1 year

Summons

Harassment (Sec. 7-89)

First offense within 1 year

~~50.00~~ **75.00**

Second offense within 1 year

Summons

Animals disturbing the peace and quiet (Sec. 7-98)

First offense within 1 year

~~25.00~~ **100.00**

277	Second offense within 1 year	~~50.00~~ <u>200.00</u>
278	Third offense within 1 year	Summons
279		
280	Vaccination required for cat (Sec. 7-99)	15.00
281		
282	Frightening Horses (Sec.7-103)	50.00
283		
284	Dogs running at large prohibited (Sec. 7-124)	
285	First offense within 1 year	
286	Altered	~~35.00~~ <u>75.00</u>
287	Unaltered	~~50.00~~ <u>250.00</u>
288	Second offense within 1 year	
289	Altered	~~50.00~~ <u>150.00</u>
290	Unaltered	~~75.00~~ <u>Summons</u>
291	Third offense within 1 year	
292	Altered	Summons
293	Unaltered	Summons
294	Dog license required (Sec. 7-125)	~~15.00~~ <u>25.00</u>
295		
296	Dog vaccination required (Sec. 7-127)	~~15.00~~ <u>25.00</u>
297		

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CHAPTER 7, ARTICLE VI – WILDLIFE PROTECTION

Sec. 7-151. Definitions.

The definitions and terms used in this Article, unless the context otherwise indicates, are herewith defined as follows:

Special event means a large, outdoor gathering such as a concert, conference, festival or rodeo.

Wildlife means any ~~medium~~ **small** to large size nondomestic mammal indigenous to the Town including, but not limited to, black bear, mule deer, elk, **moose**, raccoon, coyote, beaver, skunk, badger, bobcat, mountain lion, porcupine and fox.

Wildlife resistant Dumpster enclosure means a fully enclosed structure consisting of four (4) sides and a roof, with one (1) side accommodating a

door(s). The sides of the structure must extend to the ground and the door cannot have more than a two-inch gap along the bottom. The door must **be metal and** have a latching device of sufficient design and strength to prevent access by wildlife. Ventilation openings shall be kept to a minimum and must be covered with a heavy gauge steel mesh or other material of sufficient strength to prevent access. Wildlife resistant Dumpster enclosures must be approved by the Chief of Police and the Public Works Director.

Wildlife resistant refuse container means a fully enclosed metal container with a metal lid **or other certified plastic bear resistant container**. The lid must have a latching mechanism, which prevents access to the contents by wildlife. **All** wildlife resistant refuse containers must be approved by the Chief of Police and the Public Works Director.

Sec. 7-152. Wildlife resistant refuse containers or enclosures required.

~~Between the dates of April 15 and November 15,~~ **At all times of the year** all refuse containers, regardless of size, that receive refuse edible by bears or other wildlife shall be either an approved wildlife resistant refuse container or a refuse container which is stored within a building, house, garage or approved wildlife resistant Dumpster enclosure.

Sec. 7-153. Maintenance and operation of wildlife resistant refuse containers and Dumpster enclosures.

(a) Wildlife resistant refuse containers and Dumpster enclosures must be kept closed and secure when refuse is not being deposited.

(b) If a container or enclosure is damaged, allowing **potential** access by bears or other wildlife, repairs must be made within twenty-four (24) hours after written notification by the Police Department.

Sec. 7-154. Residential refuse disposal.

(a) All containers that receive refuse edible by bears or other wildlife must be secured inside the home or garage. Residents unable to keep their refuse container inside the home or garage shall store their refuse in a wildlife resistant refuse container or enclosure approved by the Police Department.

(b) Residents with curbside pickup shall place their refuse containers at the curb only on the day of pickup. After pickup, the containers must be re-secured inside the home, garage or wildlife resistant Dumpster enclosure by 6:00 p.m, **unless using a wildlife resistant refuse container or enclosure approved by the Police Department.**

Sec. 7-155. Special event refuse disposal.

(a) Outdoor special event sites shall be kept free from the accumulation of refuse edible by wildlife. Refuse must be collected from the grounds at the close of each day's activities and shall be deposited in wildlife resistant **refuse** containers or **wildlife resistant dumpster** enclosures or be removed to an appropriate disposal site.

(b) **All products containing food ingredients are considered wildlife attractants and must also be secured in a wildlife resistant refuse container or wildlife resistant dumpster enclosure or removed at the close of each day's activities (examples- flavored drinks, lotion, chapstick, essential oils, tinctures, balms, or even sunscreen).**

Sec. 7-156. Construction site refuse disposal.

All construction sites must keep all refuse that would attract or be edible by bears or other wildlife in a wildlife resistant refuse container or wildlife resistant dumpster enclosure. ~~All construction sites must have a designated container that receives refuse edible by bears and other wildlife. This container shall be either a wildlife resistant refuse container, or a container that is emptied at the end of each workday and then securely stored inside a trailer or building.~~

Sec. 7-157. Feeding of wildlife.

(a) No person shall knowingly leave or store any refuse, food product, pet food, grain or salt in a manner which would constitute a lure, attraction or enticement of wildlife.

(b) Birdfeeders are allowed; however, ~~between the dates of April 15 and November 15,~~ **A** ~~all~~ feeders must be suspended on a cable or other device so that they are inaccessible to bears, and the area below the feeders must be kept free from the accumulation of seed debris.

Sec. 7-158. Interference with ~~Animal Control~~Code Enforcement Officer.

No person shall interfere with, molest, hinder or impede the ~~Animal Control Officer~~ Police or Code Enforcement Officer in the discharge of his or her duties as herein prescribed, or to violate any of the provisions of this Article.

Sec. 7-159. Enforcement.

(a) ~~Police or Animal Control~~ Code Enforcement Officers shall have the power to issue summonses and complaints for violations of this Article, as well as to issue warning notices to persons in violation of the provisions of this Article.

(b) ~~Police or Animal Control~~ Code Enforcement Officers shall have the right to enter any premises in the Town at reasonable hours to enforce the provisions of this Article.

Sec. 7-160. Compliance required and time period.

Any Dumpster enclosure or refuse container shall be brought into conformity with the wildlife protection provisions of this Article within a period not to exceed sixty (60) days from the effective date of the ordinance codified herein. Upon application to the Chief of Police, and showing a hardship by any owner of a Dumpster enclosure or refuse container required to comply with this Article, the Chief of Police may grant an extension, for a reasonable period of time, within which to comply with the provisions of this Article. **Metal doors shall be required on all new dumpster enclosure buildings and when existing dumpster enclosures receive new doors as part of an extensive repair or upgrade.**

Sec. 7-161. Harassing Wildlife Prohibited.

It shall be unlawful for any person to willfully harass any wildlife or disregard any law enforcement commands, signs, or barriers designed to protect wildlife. Harassing wildlife includes, but is not limited to, encroaching upon, cornering, crowding, taunting, chasing, and any other willful behavior directed at the wildlife that a reasonable person would believe would cause stress to the wild animal or cause the wild animal to inflict injury in retaliation to the human behavior.

Sec. 7-164~~2~~. Penalty assessment.

The following penalty assessments are declared to be mandatory and minimum:

Wildlife resistant refuse container (Sec. 7-152)

First offense within 1 year	\$100.00
Second offense within 1 year	250.00
Third offense within 1 year	Summons

Maintenance of wildlife resistant refuse containers and wildlife resistant dumpster enclosures (Sec. 7-153):

First offense within 1 year	50.00
Second offense within 1 year	500.00
Third offense within 1 year	Summons

Residential refuse disposal (Sec. 7-154):

First offense within 1 year	50.00
Second offense within 1 year	250.00
Third offense within 1 year	Summons

Special event refuse disposal (Sec. 7-155):

First offense within 1 year	250.00
Second offense within 1 year	750.00
Third offense within 1 year	Summons

Construction site refuse disposal (Sec. 7-156):

First offense within 1 year	250.00
Second offense within 1 year	500.00
Third offense within 1 year	Summons

Feeding of wildlife (Sec. 7-157):

First offense within 1 year	75.00
Second offense within 1 year	250.00
Third offense within 1 year	Summons

Harassing Wildlife Prohibited (Sec. 7-161):

<u>First offense</u>	<u>250.00</u>
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Second offense

500.00

Third offense

Summons

Secs. 7-1623—7-180. Reserved

CHAPTER 10 – GENERAL OFFENSES, ARTICLE I – OFFENSES BY OR AGAINST PUBLIC OFFICERS AND GOVERNMENT

Sec. 10-3. Resisting and interfering with an officer prohibited.

(a) It shall be unlawful for any person in the Town to resist any police officer, member of the Police Department, special police officer_or employee of the Town in the discharge of his or her duty, or in any way interfere with or hinder or prevent him or her from discharging his or her duty.

(b) It shall be unlawful for any person to offer or endeavor to assist any person in the custody of a police officer, member of the Police Department, special police officer, private police officer_or employee of the Town, to escape or to attempt to escape from such custody.

(c) It shall be no defense to a prosecution under this Section that the officer or employee was attempting to make an arrest which was unlawful if he or she was acting under color of his or her official authority, and in attempting to make the arrest he or she was not resorting to unreasonable or excessive force giving rise to a right of self-defense. An officer or employee acts under color of his or her official authority when, in the regular course of assigned duties, he or she is called upon to make and does make a judgment in good faith based upon surrounding facts and circumstances that an arrest should be made by him or her.

CHAPTER 10 – GENERAL OFFENSES, ARTICLE II - OFFENSES RELATING TO STREETS AND PUBLIC PLACES

Sec. 10-33. Penalties.

511	Offense	Penalty
512		
513	Unlawful Conduct on Public Property (Sec. 10-21)	
514	First offense	~~\$50.00~~ <u>100.00</u>
515	Second offense	Summons
516		
517	Littering (Sec. 10-28(a)(b))	
518	First offense	\$200.00
519	Second offense	Summons
520		
521	Seasonal Trail Closure (Sec. 10-29)	
522	First offense	\$100.00
523	Second offense	Summons
524		
525	Unlawful Use of Electrical Assisted Bicycle (Sec. 10-31)	
526	First offense	\$50.00
527	Second offense	Summons
528		
529	Motorized Vehicle on sidewalk, path or trail prohibited (Sec. 10-32)	
530	First offense	\$50.00
531	Second offense	\$100.00
532	Third offense	Summons
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534		
535	CHAPTER 10 – GENERAL OFFENSES, ARTICLE VII – OFFENSES	
536	RELATING TO SKI AREAS AND RECREATIONAL FACILITIES	
537		
538	***	
539	Sec. 10-127. Penalty Assessment.	
540		
541	The following penalty assessments are declared to be mandatory and	
542	minimum:	
543		
544	Offense	Penalty
545		
546	Skiing in a closed area prohibited (Sec. 10-122)	
547	First offense	~~\$250.00~~ <u>300.00</u>
548	Second offense	Summons
549		

550	Deceptive use of a facility (Sec. 10-123)	
551	First offense	~~\$250.00~~ <u>300.00</u>
552	Second offense	Summons
553		
554	Using a false ticket (Sec. 10-124)	
555	First offense	~~\$250.00~~ <u>300.00</u>
556	Second offense	Summons
557		
558	Making a false ticket (Sec. 10-125)	
559	First offense	Summons
560		
561	Theft by resale of a lift ticket or coupon (Sec. 10-126)	
562	First offense	Summons
563		

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CHAPTER 18 – BUILDING REGULATIONS, ARTICLE VIII – EMERGENCY ALARMS

Sec. 18-141. Definitions.

Alarm user means the person in control of any building, structure or facility wherein an alarm system ~~is~~ maintained. **The record owner of such building, structure, or facility shall be the alarm user unless otherwise designated in the alarm user permit.**

Sec. 18-145. False alarm service fees and penalties.

(a) The alarm user permit holder is subject to the following service fees for all false alarms occurring within a calendar year:

Residential and Commercial Facilities:

0 through 3 false alarms	no fee
4 through 7 false alarms	~~\$50~~ <u>\$100</u> per alarm

Public Accommodation Complexes:

0 through 5 false alarms	no fee
6 through 9 false alarms	~~\$50~~ <u>\$100</u> per alarm

Response to unlawful alarm:

\$250 per alarm

The eighth false alarm for a commercial or residential facility and the tenth false alarm for a public accommodation complex shall be deemed a failure to comply with the proper maintenance or operation of a trouble free alarm and a violation of this Article. The permittee shall be charged three hundred dollars (\$300.00) for this and each false alarm thereafter, and the permittee may be required to meet with the Chief of Police and the alarm contractor to determine the cause of the problem and discuss possible solutions.

(b) No false alarm shall be counted under the provisions of this Section which occurs within thirty (30) days after the installation of the system.

(c) All false alarm service fees shall be paid to the Town within fifteen (15) days from the date of billing by the Town. The Town shall notify the permittee of each false alarm in writing addressed to the permittee shown on the permit application.

(d) Fees paid to the Town pursuant to this Section shall be allocated to the cost of operation of the Police Department.

Sec. 18-146. Noncompliance deemed unlawful and a public nuisance.

Any alarm system or device which does not comply with the provisions of this Article is unlawful and a public nuisance and shall be ~~abated as such~~ **subject to a non-compliance penalty of \$250 added to their annual permit fee.**

3. **Severability.** If any provision of this Ordinance or application hereof to any person or circumstance is held invalid, the invalidity shall not affect any other provision or application of this Ordinance which can be given effect without the invalid provision or application, and, to this end, the provisions of this Ordinance are severable.
4. **Effective Date.** This Ordinance shall be effective 14 days after final publication in accordance with the Town of Snowmass Village Home Rule Charter.

628 READ, APPROVED AND ADOPTED by the Town Council of the Town of
629 Snowmass Village on First Reading on _____, 2023, upon a motion by Council
630 Member _____, the second of Council Member _____, and upon a
631 vote of _____ in favor and _____ against.
632

633 READ, APPROVED AND ADOPTED as amended, by the Town Council of the
634 Town of Snowmass Village on Second Reading on _____, 2023, upon a motion
635 by Council Member _____, seconded by Council Member _____,
636 and upon a vote of ____ in favor and ____ against.
637

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639 **TOWN OF SNOWMASS VILLAGE**
640

641
642
643 _____
644 Bill Madsen, Mayor

645 ATTEST:

646
647 _____
648 Megan Harris Boucher, Town Clerk
649

650 APPROVED AS TO FORM:

651
652
653 _____
654 Town Attorney

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

December 4, 2023

AGENDA ITEM:

Ordinance No. 14, Series of 2023 – An Ordinance Amending Chapter 2, Article VII and Section 18-224 of the Town of Snowmass Village Municipal Code to Eliminate the Board of Appeals and Examiners

PRESENTED BY:

Jeff Conklin, Town Attorney
Clint Kinney, Town Manager

BACKGROUND:

The TOSV Municipal Code establishes a Board of Appeals and Examiners to hear and decide appeals of orders, decisions, or determinations made by the Building Official or for interpretations of Chapter 18 of the Code. The Board of Appeals and Examiners has not historically been utilized and has no current member. The Town Council previously provided direction to eliminate the Board of Appeals and Examiners. Upon eliminating the Board of Appeals and Examiners, the Building Official's determinations would be final.

FINANCIAL IMPACT:

N/A

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

N/A

COUNCIL OPTIONS:

1. Approve Ordinance No. 14, Series of 2023 on First Reading and Set the Second Reading for December 18.
2. Approve Ordinance No. 14, Series of 2023 on First Reading with amendments and set the Second Reading for December 18.
3. Deny Ordinance No. 14, Series of 2023 on First Reading.

STAFF RECOMMENDATION:

Town Staff recommends that Town Council make a motion to approve Ordinance No. 14, Series of 2023 on First Reading and Set the Second Reading for December 18.

ATTACHMENTS:

Ordinance No. 14, Series of 2023

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**TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL**

**ORDINANCE NO. 14
SERIES OF 2023**

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE VIII AND SECTION 18-224 OF
THE MUNICIPAL CODE TO ELIMINATE THE BOARD OF APPEALS AND
EXAMINERS**

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

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

WHEREAS, the TOSV Municipal Code establishes a Board of Appeals and Examiners to hear and decide appeals of orders, decisions, or determinations made by the Building Official or for interpretations of Chapter 18 of the Code; and

WHEREAS, the Board of Appeals and Examiners has not historically been utilized and has no current members; and

WHEREAS, the Town Council wishes to eliminate the Board of Appeals and Examiners and, as a result, the Building Official's determinations would be final; and

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

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

1. Recitals. The foregoing recitals are incorporated herein as findings of the Town Council.
2. Board of Appeals and Examiners. The Town Council hereby deletes in its entirety Chapter 2, Article VIII – Board of Appeals and Examiners of the TOSV Municipal Code and Section 18-224(c)(4) the TOSV Municipal Code.
3. Severability. If any provision of this Ordinance or application hereof to any person or circumstance is held invalid, the invalidity shall not affect any other provision or application of this Ordinance which can be given effect without the invalid provision or application, and, to this end, the provisions of this Ordinance are severable.

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

READ, APPROVED AND ADOPTED by the Town Council of the Town of Snowmass Village on First Reading on _____, 2023, upon a motion by Council Member _____, the second of Council Member _____, and upon a vote of _____ in favor and _____ against.

READ, APPROVED AND ADOPTED by the Town Council of the Town of Snowmass Village on Second Reading on _____, 2023, upon a motion by Council Member _____, seconded by Council Member _____, and upon a vote of ____ in favor and ____ against.

TOWN OF SNOWMASS VILLAGE

Bill Madsen, Mayor

ATTEST:

Megan Harris Boucher, Town Clerk

APPROVED AS TO FORM:

Town Attorney

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

December 4, 2023

AGENDA ITEM:

Executive Session

PRESENTED BY:

Clint Kinney, Town Manager

BACKGROUND:

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

FINANCIAL IMPACT:

N/A

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

N/A

COUNCIL OPTIONS:

- Convene in Executive Session
- Choose not to convene in Executive Session

STAFF RECOMMENDATION:

Town Council move to enter Executive Session pursuant to C.R.S. 24-6-402(4) and Snowmass Village Municipal Code Section 2-45(c), for the following purposes:

- 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

ATTACHMENTS:

N/A

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.