



**Town Council
Monday, December 2, 2024
4:00 PM**

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

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

Agenda

1. CALL TO ORDER

2. ROLL CALL

3. PROCLAMATIONS AND PRESENTATIONS

3.A. Oath of Office - Councilmember Cecily DeAngelo

[3A Oath of office - Town Council 2024 - DeAngelo.pdf](#)

3.B. Proclamation in Appreciation for Mayor Bill Madsen

[3B Proclamation No. 04 of 2024 - Bill Madsen.pdf](#)

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

[3C Agenda Item Summary - Judge Appointment.pdf](#)

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

[3D Agenda Item Summary - West Mountain Housing Coalition Good Deeds Program.pdf](#)

[3D 2 Good Deeds Presentation.pdf](#)

4. PUBLIC COMMENT

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

5. CONSENT AGENDA

These are items where all conditions or requirements have been agreed to or met prior to the time they come before the Council for final action. A Single Public Hearing will be opened for all items on the Consent Agenda. These items will be approved by a single motion of the Council. The Mayor will ask if there is anyone present who has objection to

such procedure as to certain items. Members of the Council may also ask that an item be removed from the consent section and fully discussed. All items not removed from the consent section will then be approved. A member of the Council may vote no on specific items without asking that they be removed from the consent section for full discussion. Any item that is removed from the consent agenda will be placed on the regular agenda.

5.A. 2024 & 2025 Draft Agendas

[5A 1 2024 Agenda Overview.pdf](#)

[5A 2 2025 Agenda Overview.pdf](#)

5.B. Minutes for Approval

[5B 11-06-24 TC Minutes - Draft.pdf](#)

[5B 11-18-24 TC Minutes - Draft.pdf](#)

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

[5C 1 Agenda Item Summary - 2025 Meeting Dates.pdf](#)

[5C 2 Reso No. 27 of 2024 Town Council Meeting Dates for 2025.pdf](#)

[5C 3 2025 Calendar.pdf](#)

[5C 4 TOSV Holidays.pdf](#)

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

[5D 1 Agenda Item Summary - Delinquent Solid Waste Fees.pdf](#)

[5D 2 Resolution No. 28 of 2024 RE Solid Waste Fees.pdf](#)

[5D 3 Exhibit A Solid Waste - Delinquent Accounts -2024-FINAL.pdf](#)

[5D 4 -Updated Exhibit A Solid Waste Delinquent Accounts.pdf](#)

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

[5E 1 Agenda Item Summary - Resolution Regarding approving contract to buy and sell 35 Campground Lane Unit C5 \(Willows\).pdf](#)

[5E 2 Exhibit A Contract to Buy and Sell - Residential - Willows C5.pdf](#)

[5E 3 Exhibit B - Reso No. 30 of 2024 - Real Estate Contract - Purchase Willows C5.pdf](#)

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

[5F 1 Agenda Item Summary - Easement Agreement - Snowmass Club - Sewer Line.pdf](#)

[5F 2 Reso No. 31 of 2024 - Easement Agreement - Snowmass Club - Sewer Line.pdf](#)

[5F 3 Easement - Snowmass Club to Town - sewer line - FINAL.pdf](#)

6. PUBLIC HEARINGS - QUASI-JUDICIAL HEARINGS

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

6.A. Ullrhof Redevelopment - Special Review

[6A 1 Agenda Item Summary - Ullrhof Redevelopment Special Review.pdf](#)
[6A 2 Attachment A -Reso 29 of 2024 - Ullrhof redevelopment.pdf](#)
[6A 3 Attachment B - Ullrhof Special Review Application.pdf](#)
[6A 4 Attachment C - Ullrhof Plans Elevations and renderings_updated 24 11 24.pdf](#)
[6A 5 Attachment D - PC Reso 6 of 2024 Ullrhof redevelopment_final - signed.pdf](#)
[6A 6 Attachment E - Staff Report for PC 10-16-24 - Special Review_Ullrhof.pdf](#)
[6A 7 113024 Watkin Email RE Ullrhof.pdf](#)

7. POLICY/LEGISLATIVE PUBLIC HEARINGS

8. ADMINISTRATIVE REPORTS

8.A. Boards & Commission applicants discussion

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

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

[8B 1 Agenda Summary TC Outside Board Appointments.pdf](#)
[8B 2 Council Board Appointments - Regional & Town Boards.pdf](#)

8.C. Council goal setting process & timeline

[8C 1 Agenda Item Summary - Goal Setting Process.pdf](#)
[8C 2 2023 Town Council Goal Statement.pdf](#)

9. TOWN COUNCIL REPORTS AND ACTIONS

Reports and Updates

10. EXECUTIVE SESSION

10.A Executive Session

[10 Agenda Item Summary for Exec Session.pdf](#)

11. ADJOURNMENT



Town of **SNOWMASS** *Village*

Oath of office

I, Cecily DeAngelo, DO SOLEMNLY SWEAR THAT I WILL SUPPORT AND DEFEND THE CONSTITUTION OF THE UNITED STATES, THE CONSITUTION AND THE LAWS OF THE STATE OF COLORADO AND THE CHARTER, ORDINANCES, LAWS AND REGULATIONS OF THE TOWN OF SNOWMASS VILLAGE, AND WILL PERFORM THE DUTIES OF THE OFFICE OF COUNCILMEMBER UPON WHICH I AM ABOUT TO ENTER TO THE BEST OF MY ABILITY.

Cecily DeAngelo

Subscribed and sworn before me this 2nd day of December 2024

Megan Harris Boucher, Town Clerk, Town of Snowmass Village

SEAL

**TOWN OF SNOWMASS VILLAGE
MAYORAL PROCLAMATION NO. 04
SERIES OF 2024**

**A PROCLAMATION EXPRESSING APPRECIATION TO BILL MADSEN FOR HIS
SERVICE AS A MEMBER OF THE SNOWMASS VILLAGE TOWN COUNCIL, MAYOR
OF THE TOWN OF SNOWMASS VILLAGE AND HIS LEADERSHIP, GUIDANCE,
AND DEDICATION TO THE TOWN OF SNOWMASS VILLAGE**

WHEREAS, Bill Madsen was elected by the voters of Snowmass Village in November 2014 and 2018 and served as a member of the Snowmass Village Town Council through November of 2020; and

WHEREAS, Bill Madsen was elected by the voters of Snowmass Village to two consecutive two-year terms from 2020 through 2024 as Mayor for the Town of Snowmass Village; and

WHEREAS, throughout all these many years of service, Bill Madsen has demonstrated a record of dedication and passion for the community; and

WHEREAS, Madsen's hard work and sincerity have been tremendous assets to the community; and

WHEREAS, Madsen's fairness and common sense have been positive for both the Town Council and the community; and

WHEREAS, Madsen's efforts have been a benefit to the business community, the environment, residents, guests, and the employees of this Town; and

WHEREAS, Madsen's leadership and straight-forward approach to government, and insight into the needs of the community will be greatly missed.

NOW, THEREFORE, BE IT PROCLAIMED by Alyssa Shenk, Mayor of the Town of Snowmass Village, Colorado:

The Citizens of Snowmass Village, the Snowmass Village Town Council and the entire Town Staff hereby express their sincere gratitude and appreciation to Bill Madsen for his dedication, loyalty and excellence in his efforts to promote a strong community and to enhance the quality of life for our citizens.

PROCLAIMED December 2, 2024

TOWN OF SNOWMASS VILLAGE

Alyssa Shenk, Mayor

ATTEST:

Megan Harris Boucher, Town Clerk

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

December 2, 2024

AGENDA ITEM:

A Discussion with Judge Lawson Wills

PRESENTED BY:

Alysa Shenk, Mayor
Lawson Wills, Municipal Judge

BACKGROUND:

This is a general discussion with Judge Lawson Wills; an opportunity for new Councilors to meet him and longer-term Councilors to be reacquainted.

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

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

Judge Lawson Wills was first appointed in 2007 and has since provided excellent service for the Snowmass Municipal Court. Judge Wills would like to enter into an additional two-year commitment as the Municipal Judge for the years 2025 through 2026.

Judge Wills will be out of Town June, July and August 2025, but he and Jeff Conklin are confident they will be able identify and arrange for a suitable substitute judge for those three months.

FINANCIAL IMPACT:

Compensation would be proposed to remain at \$675 per month served (\$8,100 annually), a ski pass (value of approximately \$1,900) and a TOSV parking pass (Gold pass value of \$650.00). This is the same compensation as previous agreements.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

Appointment of the Municipal Judge is a requirement of the Council set in the Charter.

STAFF RECOMMENDATION:

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

Direct Staff to prepare a resolution appointing Judge Wills to an additional 2-year term for 2025 and 2026 and further direct Staff to arrange for a substitute judge to serve while Judge Wills is out of Town.

WEST MOUNTAIN REGIONAL HOUSING COALITION

MEMO

From: West Mountain Regional Housing Coalition
To: Town of Snowmass Village Mayor and Council
Re: Good Deeds Program Report and Update
Date: November 27, 2024

This memo provides an update and report on the first four months of the West Mountain Regional Housing Coalition's Good Deeds Program.

BACKGROUND

The West Mountain Regional Housing Coalition (WMRHC or Coalition) formed in 2022 is a tax-exempt non-profit with a mission to increase the availability and accessibility of affordable community housing within the Roaring Fork and Middle Colorado River valleys: Aspen to Parachute. *We believe a regional approach that leverages the skills and resources of our communities is the foundation for increasing affordable housing.*

WMRHC is a member-based organization striving to support our members' regional affordable housing community interests and priorities. Our members, each of which have representation on the WMRHC Board, currently include:

- Pitkin County
- Eagle County
- City of Aspen
- City of Glenwood Springs
- Town of Snowmass Village
- Town of Basalt
- Town of Carbondale
- Colorado Mountain Local College District
- Roaring Fork Transportation Authority

Town of Snowmass Village's Board member representative and WMRHC Board Chair is Betsy Crum, Snowmass Village Housing Director.

With \$10,000 of initial investment from each of its eight members in 2022 and 2023, and \$20,000 from nine members in 2024, the Coalition has held monthly meetings, completed a

Strategic Operations Plan, successfully secured over \$150,000 in state grants, hired an Executive Director, released several reports on the region's housing situation, and hosted a regional housing summit.

In general, the goals of the Coalition are to:

- increase the amount of housing available to local workforce through a development neutral approach;
- increase the number of households benefiting from housing assistance;
- secure funding to provide housing programs; and to
- establish a strong, durable organization that supports the region.

West Mountain Regional Housing: Good Deeds

In 2022, the Coalition reviewed a suite of housing program options recommended in the Housing Toolkit developed by Bohannon and Huston, supported by DOLA's Recovery Roadmap program. The Coalition board decided to focus its initial efforts on development-neutral programs that support housing needs, strategies, or situations not currently addressed by other housing programs in the region.

Problem Statement:

In a balanced housing market, households earning low to moderate income are typically renting and households that earn above the median income begin to explore, and can achieve, home ownership. The area median income (AMI) in Pitkin County is \$91,000 for a 2-person household. For that household to own a home and not be considered cost-burdened (i.e. spending more than 30% of their income on housing), the home price would need to be about \$300,000. Based on a review of the most recent income, rental, and housing market data, home ownership in the free market in our region is out of reach for even those earning 300% of the median income. Therefore, moderate to high income households in the region have incomes that are too low to participate in the private ownership market yet too high to be eligible for most subsidized or assisted housing program requirements. And, therefore, the housing market in our region is noticeably shifted from that of a balanced housing market, forcing those higher-income earners to rent. This stresses the rental market, driving rental rates higher, and removing competition or options for movement within the market.

WMRHC's Response:

Acknowledging these two issues – the lack of a home ownership market for moderate to high income earners, and an extremely crowded rental market – WMRHC launched a program to bridge the gap between what is available on the open market and what is affordable to local buyers by providing up-front funds towards the purchase of a deed restriction on a free market home; thus converting existing free market homes to the affordable housing market in perpetuity, creating a market for local workforce to own a home, and moving those that are likely paying a very high rent into home ownership, freeing up space in the rental market.

Modeled after the successful [Eagle County Good Deeds](#), this development-neutral approach “buys down” a market rate home to a more affordable or attainable price for a local income earner in exchange for a permanent price-capped deed restriction being added to the property.

Pilot Program Details:

WMRHC has taken a regional and community-centered approach to eligibility (not an employer approach) and therefore structured the requirements to allow anyone working full-time for an employer principally or physically based in Pitkin, Eagle, or Garfield counties to be eligible. There is no income cap. A qualified buyer must use the home as their primary residence, will not be allowed to short-term rent the home, must maintain local employment, and own no other residential property. They are eligible for a 3% simple interest annual appreciation and capital improvements of 10% or less of the resale price.

The local income earner that qualifies for this program shops for and enters into a contract to buy a home on the free market. WMRHC pays 30% of the purchase price of the home, up to a \$1.5 million home price (varies geographically), in exchange for a permanent price-capped deed restriction on the property, signed at closing. The immediate maximum resale price of this home is now 70% of the original purchase price, thus “buying down” a free-market home and converting it to a more affordable home in perpetuity.

Pilot Program Success:

In the summer of 2024, WMRHC was able to secure \$2 million in contributions from the majority of its member jurisdictions to launch a pilot program of Good Deeds to purchase homes in Pitkin and Garfield counties. The following communities contributed to the program:

Pitkin County -	\$1,000,000
City of Aspen -	\$450,000
Town of Snowmass Village -	\$250,000
City of Glenwood Springs -	\$200,000
<u>Town of Carbondale -</u>	<u>\$100,000</u>
TOTAL =	\$2,000,000

The pilot program launched in mid-August. With \$2,000,000 and within only four months, WMRHC has converted seven (7) homes from the free-market to price-capped, permanently deed-restricted homes, securing long-term stable housing through home ownership for eleven (11) local workers.

Looking Forward:

The Coalition’s goal is to bring 30 homes into this program by 2026. The current construction price for an affordable housing unit in Pitkin County is \$800K - \$1.2 million. If it was possible to acquire land and permits and also complete design and construction of 30 units by 2026, it would cost approximately \$30 million (not including the associated infrastructure and utilities). WMRHC estimates the conversion cost of 30 free-market homes to affordable deed restricted

homes in the region at \$8-10 million, which does not require any additional land, utilities, infrastructure, or construction materials.

With only \$162,000 remaining in initial funding for the program, there are 10 qualified households currently scouring the market for potential homes and approximately 100 others that have requested applications. WMRHC has done little to advertise this program to date – most notification was achieved through one article and spread through word of mouth.

The pilot program relied on financial support from across the region to show a ‘proof of concept’ for other funders such as philanthropic partners or state agencies, and the contribution from Snowmass Village set a high bar for others. WMRHC, and the participants of the Good Deeds Pilot Program wish to extend our sincere gratitude for the support and success of this incredible program. The Coalition is actively exploring other funding strategies including philanthropic support, donations, grants, mitigation fees, etc. to continue offering and growing this program in 2025.

WEST MOUNTAIN REGIONAL
HOUSING
COALITION

April Long, Executive Director

Good Deeds Program Update – December 2024

West Mountain Regional Housing Coalition

501c(3) est. 2022

10 Board Members

1 Staff

City of Aspen

Town of Snowmass Village

Town of Basalt

Town of Carbondale

City of Glenwood Springs

Pitkin County

Eagle County

Colorado Mountain College

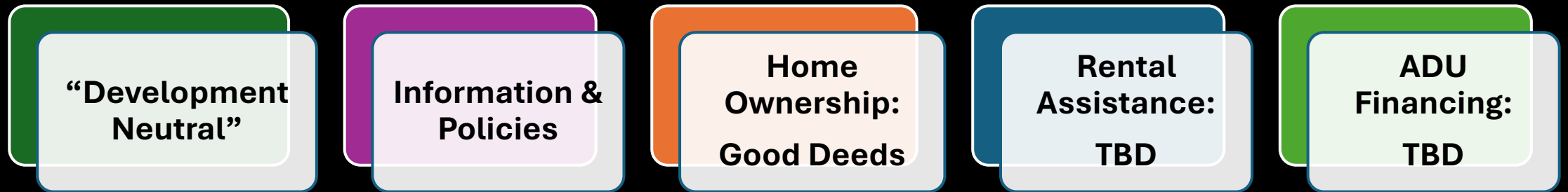
Roaring Fork Transit Authority

A woman with blonde hair is swinging on a swing set under a large, thick tree branch. The background shows a residential neighborhood with houses, including a prominent red barn-like house, and mountains in the distance under a clear blue sky. The scene is bathed in warm, golden light, suggesting late afternoon or early morning.

WMRHC - A regional approach to increase the availability and attainability of affordable housing for the workforce and communities from Aspen to Parachute.

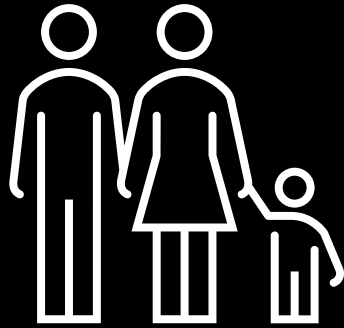
Leveraging the skills and resources of our communities is the foundation for increasing affordable housing.

West Mountain Regional Housing Coalition Programmatic Strategies



Incomes, Affordability, and Price Points

Median Income for Family of 3
\$90,000 - \$110,000



Maximum Affordable Sale Price

\$100,000 annual income - \$325,000

\$200,000 annual income - \$650,000

\$300,000 annual income - \$975,000

Garfield County

Median Sale Price:
\$885,000



Pitkin County

Median Sale Price:
\$7.8 M

Introducing: Good Deeds



Convert free market homes into affordable homes by buying a permanent deed restriction

Provide 30% of purchase price at closing so home buyer gets home at 70% of asking price

Requirements:

Primary residence - not rentals	Maintain full-time work for local employer, re-qualify annually	Own no other residential property	3% Annual Appreciation	Capital improvements accepted
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Success!

7 Deed Restricted Homes



4 months



\$1,840,000 (avg = \$262,500 per home)



7 homes, permanently more affordable



22 bedrooms



11 working locals in secure home ownership
+ 2 in rentals + 1 freed up AH studio



4/5 workers in GWS now within walking or
biking distance of their jobs and schools

2024 Good Deeds

Avg Purchase Price = \$875,000

Avg Buyer Price = \$612,400

Avg Deed Price = \$262,500

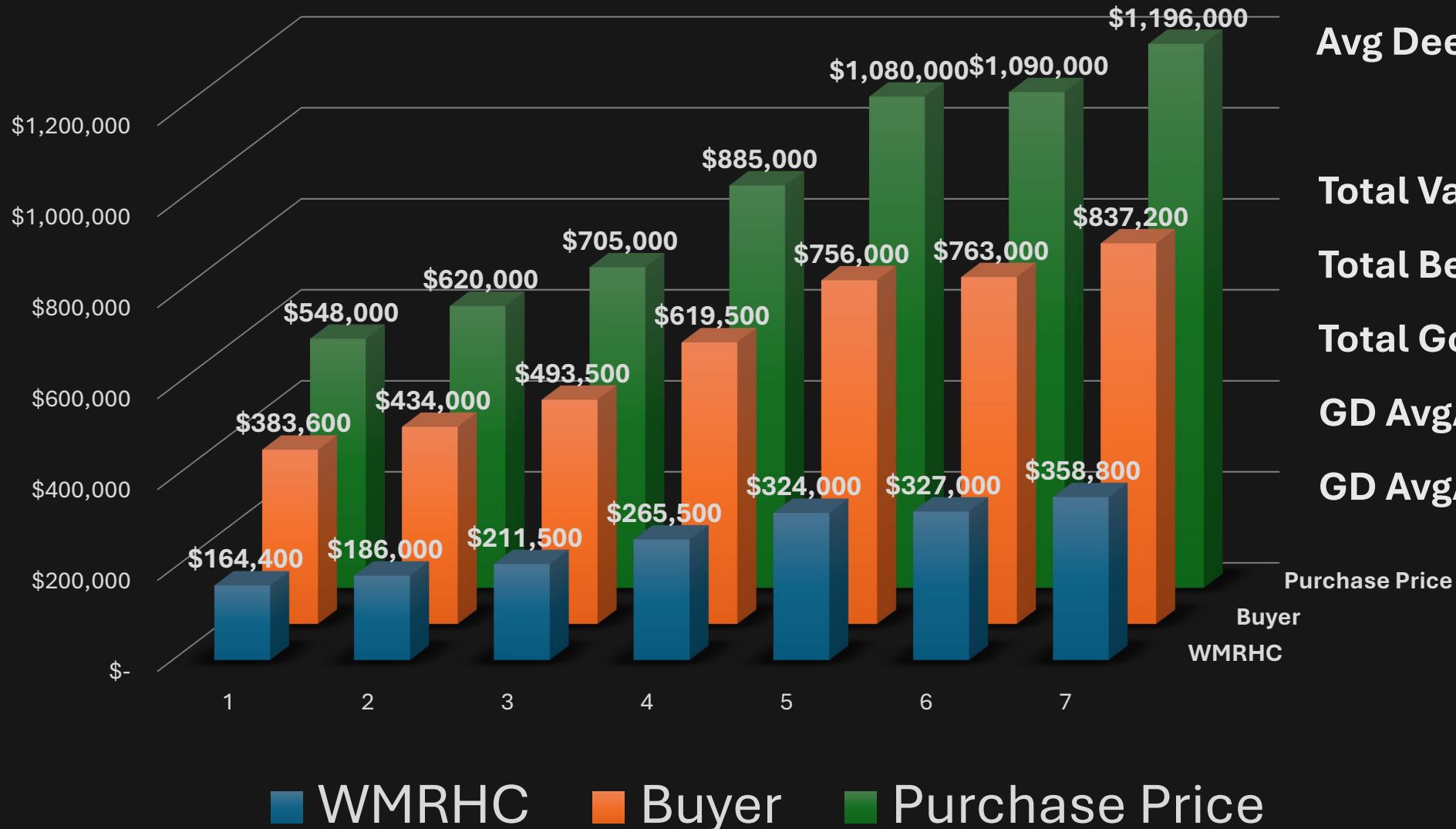
Total Value/Volume = \$6,124,000

Total Bedrooms = 22

Total Good Deeds = \$1,837,200

GD Avg/Home = \$262,500

GD Avg/Bedroom = \$83,500

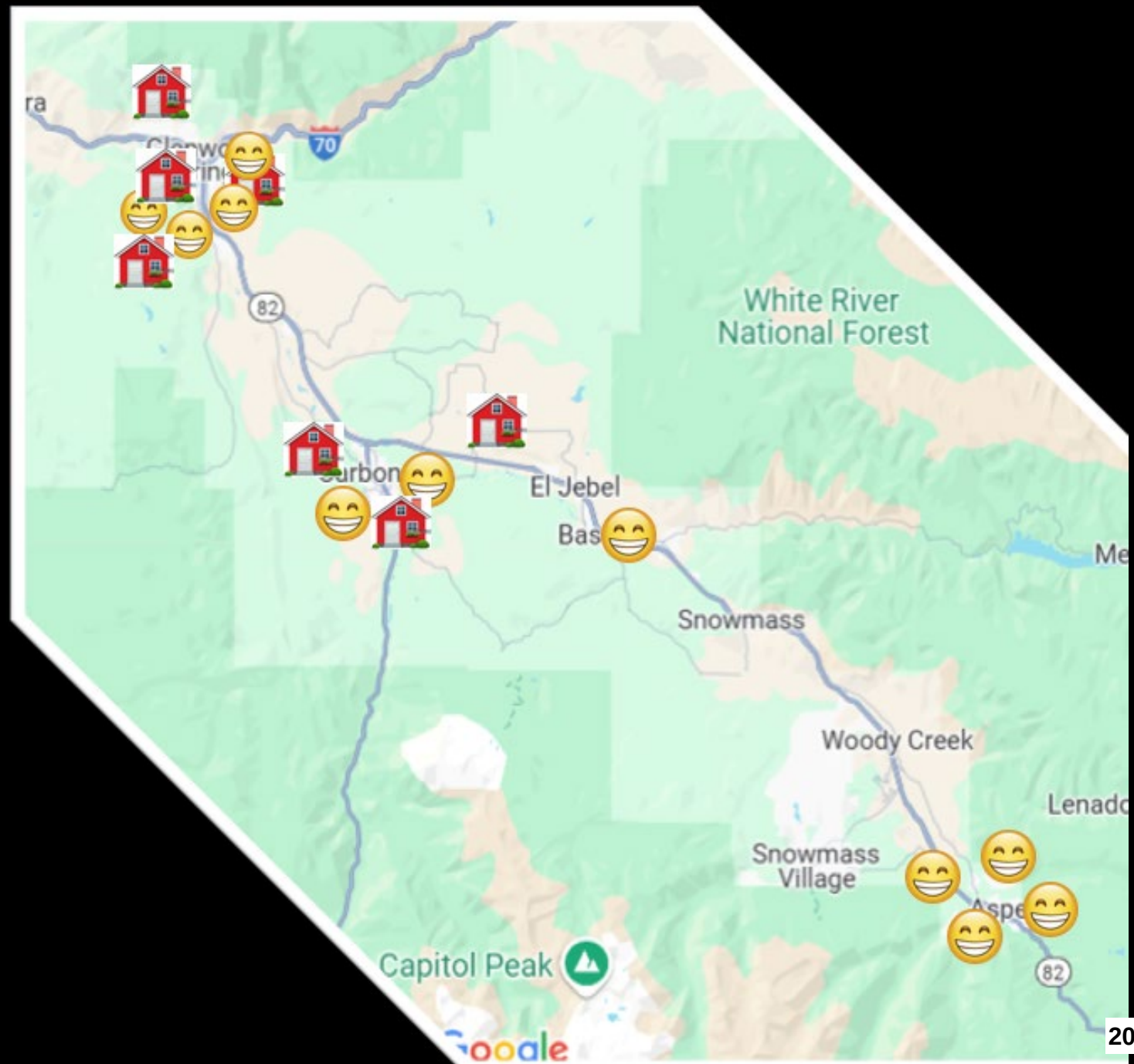


11 Local Workers

Incomes range from 80-220% of AMI

Professions (Employment):

- Nurse (Valley View)
- Asst. Principle (Roaring Fork School Dist)
- Landscaping Manager
- Social Worker for children (Aspen Hope)
- Servers (Village Smithy, Phat Thai)
- Ski Patroller and Bike Mechanic
- Local government (City of Aspen)
- Local non-profit (Buddy Program)
- Grants writer (CMC)
- Landscape Architect (Connect One)
- Architect (S2 Architects)



Other Benefits of Good Deeds

- 5 first-time home buyers
- 8 buyers moving out of rentals
- 30% is seen as down payment, therefore great interest rates for buyers
- One buyer beat out 5 cash offers from investors, not local income earners
- One buyer is moving from income capped deed restriction, therefore freeing up an affordable unit for another working local
- Two buyers are renting bedrooms to other working locals for a great rate
- Estimate a savings of ~ \$550,000 to local employers in recruitment and replacement costs



April 8 WMRHC -

The level of gratitude I have is hard to describe. I'm overwhelmed with emotion. I think that the intentions of the program aim to help community members (such as myself) stay in this valley and continue raising a family here. What I don't know is if you realize that this has changed my life's trajectory and that of my children. The increase in the quality of our lives is exponential. To be able to live and work and play and attend my children's sports and school events all in the same town is PRICELESS!

Thank you for this gift of all gifts. Thank you for providing us the ability to stay in Glenwood.

Thank you from my kids, my extended family, from my patients, coworkers, Thank you.

Gratefully,

Tempest Marthel
Colham; Ophelia

I take your letter as an opportunity to take the sale of my treasured home, not just as a transaction, but as a **good deed** - a way to pay it forward for you and the kids.

"I want you to know that \$50,000 is a lot of money to discount for a salaried teacher like me. It is not an easy decision. After deep thought and reflection, I have concluded there are things in life that are far more valuable than money, such as having a good home. (I want to help) you... to have a house you all will love...)"

"Just got the word that they will be taking our offer! We were one of 6 offers and not the highest offer, but the only ones that would be actually living in the house and the sellers preferred that over second home owners and investors. So refreshing!"



My 11-year old son Wade and I currently live in Rifle in a small old rental house built in 1895. It's been a good place for the two of us to share since Wade's dad (my co-parent) passed away very unexpectedly last year at age 55, but we only have a month month lease with no long term stability. The house is very small ~ with one bathroom and Wade's room being essentially a converted office space (glass door, no closet) and as he grows older, I want to give him privacy. I truly began considering home ownership once we recently learned of issues here with asbestos ~ in addition to the long-needed updates to be made in terms of electrical and plumbing systems, which are of course are in the owner's control and not my own. It is really important to me to find a safe place for my son and I to live and to have the stability of home ownership.

(WMRHC), so that I now have the ability with my single income to own a home in this amazing place. I have prioritized retirement and college savings over focusing on saving for a home ~ and knowing that it's financially smarter to come in with a bigger down payment, I have not been able to consider homeownership here, until this program became available.

But wait,
there's more...

10 qualified households
shopping/hoping for housing

100 households w/ applications

1 new interest/request every day

DRAFT 2024 Agenda Items

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- Work Sessions begin at 4:00 p.m. and aim to end at 6:00 p.m.
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- In addition to agenda items, this document also lists expected absences of Town Council members. In compliance with section 2-49 of the municipal code, once the consent agenda is approved, the absences noted will be considered to have received the prior approval necessary of the majority of the Council for members to be absent from meetings.

Topic to incorporate:

- MJ signage regs / tax rate should they be revised?
- Food Pantry update after summer
- Safety Walk (BG 11/6/24)

Monday Nov 18 – Regular Meeting

- New Mayor/ Council Members Oath of Office
- B & C Application review and timeline
- Winter Parking Plan approval
- ATV donation to Deaf Camp

Monday Dec 2 – Regular Meeting

- New Council Member Oath of Office
- Proclamation in appreciation of Bill Madsen
- Discussion re Mayor Pro-temp
- Reso RE 2024 Meeting Dates – Resolution 27
- Reso on Delinquent Solid Waste / Trash – Resolution 28
- B & C application discussions
- Ullrhof redevelopment - Special Review – Resolution 29
- Discussion re Council outside Boards and TOSV B's and C's
- Start Planning for Council goal setting process/ timeline
- Discussion with Lawson Wills as Municipal Judge
- Update on the Good Deeds Program by the West Mountain Regional Housing Coalition
- Snowmass Club Sewer Line Easement – Consent – Resolution 31
- Willows C5 - Resolution 30
- Executive session

Monday Dec 9 – Special Meeting

- **GID Meeting – set Mill Levy**
- Set Town Mill Levy
- B & C Applicant Discussions
- Owners review of Draw Site Project

Monday Dec 16 – Regular Meeting

- B & C Resolution appointing new Members (consent)
- Reso appointing new Mayor Pro Tem and Council to outside Boards (consent)

DRAFT 2024 Agenda Items

- Update on Connecting the Nodes
- Update on Destination Management Plan
- Town Center review?
- Ord re Willows Appropriation – first reading

In 2025 - Town Attorney and Town Clerk provide an Ordinance to Review Town Ordinances – Required every five years since 1994 Re-codification Adoption per the Town Charter. See Ord 19, Series 2020 as example.

Summer 2025 – Water Plant tour with Darrell Smith and Kit Hamby.

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

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

2025 DRAFT Agenda Overview

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Topic to incorporate:

- **Is Mill Levy done from 2024?**
- **Is B & C appts done from 2024?**
- **Council Goals – special meetings in AM**
- MJ signage regs / tax rate should they be revised?
- Little Red Updates
- Roundabout updates
- Mall Transit Center
- Draw Site
- Center Site
- Connecting the Nodes
- Library update
- STR review
- Fire Mitigation
- E-Bike Discussion
- Summer – Water Plant Tour with Darrell Smith & Kit Hamby
- **In 2025 - Town Attorney and Town Clerk provide an Ordinance to Review Town Ordinances – Required every five years since 1994 Re-codification Adoption per the Town Charter. See Ord 19, Series 2020 as example.**

Monday Jan 6, 2025 – Special Meeting –

Council Training with CML 1pm to 3pm

Monday Jan 6, 2025 – Regular Meeting

- Reso RE Public Notice location
- Reso Appt Muni Judge
- Council Goal Setting Process
- Council appointment to Town Boards (if not done in Dec)
- Little Red School House Special Review and Subdivision Plat
- Lighting Ordinance 1st Reading
- Ord - Willows Appropriation – second reading

Monday Jan 13, 2025 – Work Session

- Youthzone update – or 1/21/25

Tuesday Jan 21 – Regular Meeting

2025 DRAFT Agenda Overview

- SM Center - Minor PUD Amendment ?????

Monday Feb 3 – Regular Meeting

- SHOP (Skico Housing Operations Project – Divide) Sketch PUD Plan?????
-

Monday February 10 – Work Session

-

Tuesday Feb 18 – Regular Meeting

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

EOTC – Thursday March – Pitkin County

Monday March 3 – Regular Meeting

- Adopt Council Goals

Monday March 10 – Work Session

-

Monday March 17 – Regular Meeting

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

Monday April 7 – Regular Meeting

- Summer event overview or 4/14/25

Monday April 14 – Work Session

Monday April 21 – Regular Meeting

Monday May 5 – Regular Meeting

Monday May 12 – Work Session

Monday May 19 – Regular Meeting

Monday June 2 – Regular Meeting

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

EOTC – Thursday June – Town of Snowmass Village

Monday June 9 – Work Session

-

Monday June 16 – Regular Meeting

- Exec Session – personnel – Performance reviews

Monday July 7 – Regular Meeting

2025 DRAFT Agenda Overview

Monday July 14 – Work Session

Monday July 21 – Regular Meeting

Monday Aug 4 – Regular Meeting

- Discussion regarding community survey

Monday Aug 11 – Work Session

Monday Aug 18 – Regular Meeting

- EOTC Budget/work plan – Linda DuPriest

EOTC – Thursday August – Pitkin County -

Tuesday Sept 2 – Regular Meeting

Monday Sept 8 – Work Session

Monday Sept 15 – Regular Meeting,

Monday Oct 6 – Regular Meeting

- Budget

Monday Oct 13 – Work Session

- Budget

Monday Oct 20 – Regular Meeting

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

EOTC – Thursday October 24 – City of Aspen

Monday Nov 3 – Regular Meeting

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

Tuesday Nov 10 – Work Session

Monday Nov 17 – Regular Meeting

- B & C Applications

Monday Dec 1 – Regular Meeting

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

2025 DRAFT Agenda Overview

Monday Dec 8 – Special Meeting

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

Monday Dec 15 – Regular Meeting

- B & C Resolution appointing new Members

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

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



Town Council
Town Council Meeting Minutes
Wednesday, November 6, 2024

4:00 PM
130 Kearns Road

Town Council Chambers
Snowmass Village, CO, 81615

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

Mayor Madsen called to order the Regular Meeting of the Snowmass Village Town Council on Wednesday November 6, 2024, at 4:00 pm.

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

1) CALL TO ORDER

4pm

2) ROLL CALL

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

Council Members Absent: None.

Staff Present: Clint Kinney, Town Manager; Jeff Conklin, Town Attorney; Anne Martens, Public Works Director; Marianne Rakowski, Finance Director; Greg LeBlanc, Assistant Town Manager; and Megan Harris Boucher, Town Clerk.

Public Present: Skyler Stark-Ragsdale & Harper Powell.

3) PROCLAMATIONS AND PRESENTATIONS

None.

34 **4) PUBLIC COMMENT**

35 None.

36 **5) CONSENT AGENDA**

37 5.A) Town Council Agenda Overviews for 2024 & 2025

38 [5A 2024 Agenda Overview.pdf](#) 

39 [5A 2025 Agenda Overview.pdf](#) 

40
41
42 Brief discussion on schedule. Council decided to cancel the November 12th work session. In
43 addition, both Councilmember Marolt and future Councilmember DeAngelo will be absent from
44 the November 18th Regular Meeting.

45
46 Councilmember Gustafson would like to incorporate a discussion regarding trail safety on a
47 future agenda, looking at lighting, ice, safety, etc. Council also briefly discussed some options
48 for Council Training including CML coming to do a training.

49 5.B) Ordinance No 13, 2024 regarding POST Grant - Second Reading

50
51 [5B Agenda Summary - Ordinance No. 13 of 2024-2nd Reading-POST GRANT FUND.pdf](#) 

52 [5B Ordinance 13 of 2024---2nd reading-POST Grant Fund.pdf](#) 

53
54 Councilmember Fridstein motioned to approve the Consent Agenda including second reading of
55 Ordinance 13, Series of 2024. Councilmember Marolt seconded. Roll Call vote. All in favor.

56 **6) PUBLIC HEARINGS - QUASI-JUDICIAL HEARINGS**

57 **7) POLICY/LEGISLATIVE PUBLIC HEARINGS**

58 7.A) [Road Mill Levy Presentation](#)

59
60 [7A Agenda Item Summary - Road Fund Mill Levy -Public Hearing 11-6-24.pdf](#) 

61 [7A Exhibit A 2025 Road Fund Projects.pdf](#) 

62 [7A Exhibit B 2025-29 Road Fund Projects.pdf](#) 

63
64 Public Hearing regarding the Road Mill Levy.

65
66 Public Works Director Anne Martens presented materials from the packet. In the spring of 2025,
67 staff will inspect the roads once again, confirm the project list or make appropriate adjustments
68 to stay within the allotted project budget. The bid package will be assembled in the winter with
69 the intention to have a project under construction this summer. Staff have been assembling
70 PASER road analysis data, pavement data and risk assessments. The map in the packet also
71 shows next year's projects and the suggested five year plan. The proposed 2025 Road Fund

Projects include: Oak Ridge Road; Ridge Road (partial section) and Faraway Road (partial section).

They will coordinate with the utility companies to help ensure that there are no conflicts between projects.

Council discussion included the importance of the schedule, community construction fatigue, communication efforts with neighborhood and community regarding projects, completion of Faraway project, the survey of Oakridge and the retaining walls on Ridge and Faraway.

No public comment.

8) ADMINISTRATIVE REPORTS

8.A) Resolution No 26, 2024 regarding adopting the 2025 Budget

[8A Agenda Summary-2025 Budget Resolution No. 26, 2024 -11-06-24.pdf](#) 

[8A Resolution No. 26 Series of 2024 -\(adopt-appropriate 2025 budget\)--11-06-24.pdf](#) 

[8A 2025 Budget Backup-Council 11-6-24.pdf](#) 

Public Hearing regarding the adoption of the 2025 budget.

Finance Director Marianne Rakowski gave an overview of the budget process. The 2025 budget was introduced to the Town Council on October 7, 2024 and continued to be reviewed by Council on October 14, 2024 and October 21, 2024 with adoption on November 6, 2024.

The Financial Advisory Board presented their budget comments at the October 7, 2024 Town Council meeting and recommended adoption of the 2025 proposed budget.

The attached budget includes final changes that needed to be made.

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

9) TOWN COUNCIL REPORTS AND ACTIONS

Mayor Madsen suggested to move executive session to next meeting and the new council.

Councilmember Gustafson asked about when the next Community Survey would happen. Staff is working on scheduling that. She also asked about the Destination Management Planning and methods of outreach. Staff described how Tourism Department and Town is doing that outreach. Gustafson is excited about this process and concerned not enough people are aware.

Councilmember Fridstein will be attending upcoming RWAPA meeting.

Councilmember Shenk will be attending upcoming RFTA and Sister Cities meetings next week.

115 Councilmember Marolt had no updates.

116

117 Mayor Madsen congratulated Tom Fridstein & Alyssa Shenk on their election wins.

118

10) EXECUTIVE SESSION

119

10.A) Executive Session

120

121 [10 Agenda Item Summary for Exec Session.pdf](#) 

122

123 Moved to November 18, 2024.

124

11) ADJOURNMENT

125

126 Councilmember Fridstein motioned to adjourn. Councilmember Marolt seconded.

127 All in favor.

128

129 4:31 pm

130

131 The Snowmass Village Town Council approved this set of meeting minutes at their Regular
132 Meeting on Monday December 2, 2024.

133

134 Submitted By,

135

136

137 _____
Megan Harris Boucher, Town Clerk

138



Town Council
Town Council Meeting Minutes
Monday, November 18, 2024

4:00 PM

130 Kearns Road

Town Council Chambers

Snowmass Village, CO, 81615

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

Mayor Pro Tem & Mayor Elect Shenk called to order the Regular Meeting of the Snowmass Village Town Council on Wednesday November 18, 2024, at 4:00 pm.

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

1) CALL TO ORDER

4pm

2) ROLL CALL

Council Members Present: Alyssa Shenk, Tom Fridstein and Britta Gustafson.

Council Members Absent: Councilmember elect Cecily DeAngelo.

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

Public Present: Tom Goode, Shenk Family and Friends

3) PROCLAMATIONS AND PRESENTATIONS

34 3.A) Mayor Shenk and Councilmember Fridstein Oath of Office

35 Town Clerk Megan Harris Boucher swore in Mayor Alyssa Shenk for her first term and
36 Councilmember Tom Fridstein for his second first term.
37

38 4) PUBLIC COMMENT

39 none
40

41 5) **CONSENT AGENDA**

42 5.A) 2024 & 2024 Town Council Agenda Overview

43 5A 2024 Agenda Overview.pdf 

44 5A 2025 Agenda Overview.pdf 

45 5.B) Minutes for Approval

46 5B 10-21-24 TC Minutes - Draft.pdf 

47
48 Mayor Shenk sent Boucher some minor changes to the minutes.
49
50

51 5.C) Donation request by the Aspen Camp of the Deaf and Hard of Hearing

52 5C 1 Agenda Item Summary - Donation Request by Aspen Camp of the Deaf and Hard of
53 Hearing Staff Report.pdf 

54
55 Council expressed their delight to be able to donate to Aspen Camp for the Deaf & Hard of
56 Hearing.
57

58 5C 2 Donation request actual letter attachement.pdf 

59 5.D) Winter Parking Plan

60 5D 1 Agenda Item Summary - Winter Parking Plan 2024-25.pdf 

61 5D 2 Winter Parking Plan 2024 2025 clean.pdf 

62 5D 3 Winter Parking Plan 2024 2025 redlined.pdf 

63
64
65 Council had a few questions about the Winter Parking Plan. Brief discussion on the redline
66 section B regarding capacities and the differences noted; section D and the Base Village
67 Garage pricing language confusing, the Snowmass Mountain Lodging and their role as a
68 frequent parking users, and that the parking enforcement is through our municipal court.
69

70 Council also asked about Two Creeks and that SkiCo will continue to manage those permits and
71 day parking and they will now be taking over the enforcement of that lot as well.

Councilmember Fridstein motioned to approve. Councilmember Gustafson seconded. All in favor.

6) PUBLIC HEARINGS - QUASI-JUDICIAL HEARINGS

7) POLICY/LEGISLATIVE PUBLIC HEARINGS

8) ADMINISTRATIVE REPORTS

8.A) Boards & Commission Application process

[8A 1 Agenda Item Summary Board Applications.pdf](#) 

[8A 2 2025 B and C Spreadsheet emails Redacted.pdf](#) 

[8A 3 CGRB Applications.pdf](#) 

[8A 4 FAB Applications.pdf](#) 

[8A 5 TAB Applications.pdf](#) 

[8A 6 POSTR Applications.pdf](#) 

[8A 7 PTRAB Applications.pdf](#) 

[8A 8 SAAB Applications.pdf](#) 

[8A 9 PC Applications.pdf](#) 

We have received 37 applications, 11 new and 25 incumbents. Attached is a breakdown of each Board including the number of vacant seats and number of total applications.

Boucher summarized the process and introduced Council to the new tool called **Spark Hire**. Candidates will video record responses to the 3 questions and then Council will receive an email with a link and instructions to view the short interviews. Council will then discuss at upcoming meetings on December 2nd and 9th. Appointments will take place on the December 16th and/or the January 6th meeting. Council had a few clarifying questions.

9) TOWN COUNCIL REPORTS AND ACTIONS

Councilmember Fridstein attended the RWAPA meeting where he was made secretary. One main issue continues to be discussed, the invasive species of mussels. Eggs have been found in Colorado River. RWAPA is worried about contamination. Education efforts continue.

Councilmember Gustafson attended the recent Sister Cities meeting where they heard from kids who had recently traveled to New Zealand. Many trips are planned in the coming months!

Mayor Shenk attended the recent RFTA meeting where they continued to discuss the budget and the First Last Mile Advisory Committee. Shenk reminded all that the John Bemis Community Potluck is this Sunday at Viewline – Join in the Thanksgiving celebration!

10) EXECUTIVE SESSION

10.A) Executive Session - Negotiation

[10 Agenda Item Summary for Exec Session.pdf](#) 

Mayor Shenk read the Executive Session language.

At 4:27pm Councilmember Fridstein motioned to go into Executive Session. Councilmember Gustafson seconded. All in favor.

At 4:47 pm, Councilmember Fridstein moved to adjourn the Executive Session and reconvene the Regular Meeting, Mayor Shenk seconded. All in favor.

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

11) ADJOURNMENT

Adjourned at 4:48 pm

The Snowmass Village Town Council approved this set of meeting minutes at their Regular Meeting on Monday December 2, 2024.

Submitted By,

Megan Harris Boucher, Town Clerk

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

December 2, 2024

AGENDA ITEM:

RESOLUTION NO. 27, SERIES OF 2024 - A RESOLUTION ESTABLISHING DATES FOR REGULAR MEETINGS OF THE SNOWMASS VILLAGE TOWN COUNCIL FOR THE MONTHS OF JANUARY 2025 THROUGH DECEMBER 2025

PRESENTED BY:

Megan Harris Boucher, Town Clerk

BACKGROUND:

Each year the Town Clerk provides meeting dates for the next full calendar year to help Town Council Members with scheduling vacations and time off. Each of the regular meetings is scheduled to begin at 4:00 p.m.

The provisions of Section 4.1 Regular Meetings of the Home Rule Charter states in part as follows:

The Council shall meet regularly at least twice each month at a day and hour to be fixed by resolution. Notice of all regular meetings shall be posted permanently in at least two locations in the Town ordinarily used for public notices. The agenda of each regular meeting shall be posted in a public place within the Town at least forty-eight (48) hours in advance of such meetings

Ordinance 26, Series 2001 was adopted and codified to amend and restate in part as follows:

2-46 Town Council Meetings. Regular Meetings of the Town Council will occur on the first, second and third Monday of each month. In the event that the date of a regular meeting occurs on a legal holiday as defined in Section 1-21, then the meeting shall occur on the Tuesday immediately following the Monday that is the legal holiday. The Town Council may by Resolution change the date for a regular meeting or designate additional meetings.

The attached resolution sets the three regular meeting dates as the 1st and 3rd Monday of each month, with some Tuesdays due to holidays, as the regular meeting dates of the Town Council and the 2nd Monday of each month as work session dates.

FINANCIAL IMPACT:

N/A

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

N/A

COUNCIL OPTIONS:

1. Approve
2. Modify
3. Deny

STAFF RECOMMENDATION:

It is the recommendation of staff, that the Council
Approve Resolution No. 27, 2024

ATTACHMENTS:

Resolution No. 27, Series of 2024
2025 Calendars with Holiday's listed

**TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL**

**RESOLUTION NO. 27
SERIES OF 2024**

**A RESOLUTION ESTABLISHING DATES FOR REGULAR MEETINGS OF THE
SNOWMASS VILLAGE TOWN COUNCIL FOR 2025**

WHEREAS, Section 2-46 of the Municipal Code provides that Regular Meetings of the Town Council will occur the first, second and third Monday of each month; and

WHEREAS, Section 2-46 provides in the event that the date of a regular meeting occurs on a legal holiday as defined in Section 1-21, then the meeting shall occur on the Tuesday immediately following the Monday that is the legal holiday; and

WHEREAS, The Town Council may by resolution change the date for a regular meeting or designate additional meetings; and

WHEREAS, the Snowmass Village Town Council has determined two Regular Meeting dates and one Work Session Meeting dates for each month of 2025 is appropriate; and

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

Section One: Snowmass Village Town Council Regular meeting dates for the year of 2025 are set as follows:

January 6, 2025 - Monday
January 21, 2025 - Tuesday
February 3, 2025 - Monday
February 18, 2025 - Tuesday
March 3, 2025 - Monday
March 17, 2025 - Monday
April 7, 2025 - Monday
April 21, 2025 - Monday
May 5, 2025 - Monday
May 19, 2025 - Monday
June 2, 2025 - Monday
June 16, 2025 - Monday
July 7, 2025 - Monday
July 21, 2025 - Monday
August 4, 2025 - Monday
August 18, 2025 - Monday
September 2, 2025 - Tuesday

September 15, 2025 - Monday
October 6, 2025 - Monday
October 20, 2025 - Monday
November 3, 2025 - Monday
November 17, 2025 - Monday
December 1, 2025 - Monday
December 15, 2025 – Monday

Section Two: Snowmass Village Town Council Work Session meeting dates for the year of 2025 are set as follows:

January 13, 2025 – Monday
February 10, 2025 – Monday
March 10, 2025 – Monday
April 14, 2025 – Monday
May 12, 2025 – Monday
June 9, 2025 – Monday
July 14, 2025 – Monday
August 11, 2025 – Monday
September 8, 2025 – Monday
October 13, 2025 – Monday
November 10, 2025 – Tuesday
December 8, 2025 – Monday

INTRODUCED, READ AND ADOPTED as amended, by the Town Council of the Town of Snowmass Village, Colorado on the ____ day of December 2024 upon a motion made by Councilmember _____ seconded by Councilmember _____, and by a vote of ____ in favor and ____ opposed.

TOWN OF SNOWMASS VILLAGE

Alyssa Shenk, Mayor

ATTEST:

Megan Harris Boucher, Town Clerk

January

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
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September

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			



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.

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

December 2, 2024

AGENDA ITEM:

RESOLUTION NO 28, SERIES OF 2024 - A RESOLUTION CERTIFYING DELINQUENT SOLID WASTE FEES TO THE PITKIN COUNTY TREASURER FOR PLACEMENT UPON THE TAX LIST FOR THE CURRENT YEAR, TO BE COLLECTED IN THE MANNER OTHER TAXES ARE COLLECTED PURSUANT TO SNOWMASS VILLAGE MUNICIPAL CODE SECTION 7-41(b) AND IN COMPLIANCE WITH THE LAWS OF THE STATE OF COLORADO FOR THE ASSESSMENT AND COLLECTION OF GENERAL TAXES

PRESENTED BY:

Jeff Conklin, Town Attorney
Anne Martens, Public Works Director

BACKGROUND:

Section 7-31(b) of the Snowmass Village Municipal Code provides that TOSV can certify delinquent solid waste accounts to Pitkin County for collection with tax bills. The property owners identified in the attached resolution have failed to pay past due solid waste fees. In order to collect for the solid waste services that have been rendered, the attached resolution will certify the delinquent solid waste fees to Pitkin County Treasurer for collection on their property tax bills.

FINANCIAL IMPACT:

Collection of past due accounts.

COUNCIL OPTIONS:

1. Approve
2. Modify
3. Deny

STAFF RECOMMENDATION:

Approval of Resolution No. 28, Series of 2024

ATTACHMENTS:

Resolution No. 28, Series of 2024
Exhibit A Certified Delinquent Solid Waste Fees

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**TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL**

**RESOLUTION NO. 28
SERIES OF 2024**

**A RESOLUTION CERTIFYING DELINQUENT SOLID WASTE FEES TO THE
PITKIN COUNTY TREASURER FOR PLACEMENT UPON THE TAX LIST FOR
THE CURRENT YEAR, TO BE COLLECTED IN THE MANNER OTHER TAXES
ARE COLLECTED PURSUANT TO SNOWMASS VILLAGE MUNICIPAL CODE
SECTION 7-41(b) AND IN COMPLIANCE WITH THE LAWS OF THE STATE
OF COLORADO FOR THE ASSESSMENT AND COLLECTION OF GENERAL
TAXES**

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. By adoption of Chapter 3, Article III of the Snowmass Village Municipal Code, the Town of Snowmass Village has established provisions for the accumulation, collection, conveyance and disposition of Solid Waste.
- C. Citizens of the Town of Snowmass Village benefit from the Solid Waste services provided. Property owners in the Town of Snowmass Village are required to pay fees for Solid Waste services and non-payment of such fees places a burden on the system as well as burdening citizens who timely pay such Solid Waste fees.
- D. Certain property owners within the Town of Snowmass Village have not paid the Solid Waste fees due, despite numerous requests by the Town of Snowmass Village Public Works and Finance Departments and such fees are delinquent. S\said delinquent property owners have been given written notice that the action contemplated by this Resolution would be forthcoming.
- E. Section 7-41(b) of the Snowmass Village Municipal Code provides that Town Council must certify delinquent accounts to the Pitkin County Treasurer for inclusion on the tax lists for collection with general taxes for the current year.
- F. The Town Council finds that the adoption of this Resolution is necessary for the preservation of the public health, safety and welfare.

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

1. Recitals. The foregoing recitals are incorporated herein as findings of the Town Council.
2. Delinquent Solid Waste Fees. The Town Council hereby certifies to the Pitkin County Treasurer that the Solid Waste accounts listed in attached **Exhibit A** are delinquent in the amounts stated in **Exhibit A**. The Town Council hereby requests that the Pitkin County Treasurer place upon the tax list for the current year the certified delinquent Solid Waste accounts listed on **Exhibit A** hereto, in the amount and upon the respective real property tax account specified thereon, to be collected and remitted to the Town of Snowmass Village (subject to collection fees) in the manner other taxes are collected pursuant to Snowmass Village Municipal Code Section 7-41(b), and in compliance with the laws of the State for the assessment and collection of general taxes, including the laws for the sale of property for taxes and redemption of the same which shall apply.
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 2nd day of December, 2024 upon a motion made by Council Member _____ and seconded by Council Member _____ and by a vote of _____ in favor and _____ opposed.

TOWN OF SNOWMASS VILLAGE

Alyssa Shenk, Mayor

ATTEST:

Megan Harris Boucher, Town Clerk

APPROVED AS TO FORM:

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Jeff Conklin, Town Attorney

Town of Snowmass Village
Solid Waste Delinquent Accounts
2024

EXHIBIT A

Delinquent Accounts

County Account #	County Parcel #	Name	Cust. #	Address	Amount Owed	10%	Total
		Curbside					
1	R013601 264330301034	130 National Drive, LLC.	485	Re: 26 Bridlepath Lane, P.O. Box 7902, Aspen, CO 81612	\$919.44	\$91.94	\$1,011.38
2	R022644 264331109004	Darin & Lori Anderson	2670	Re: 7 Stables Grove, P.O. Box 8321, Aspen, CO 81612	\$392.94	\$39.29	\$432.23
3	R013651 264330301084	Julia Archambault	2770	Re: 17 Stirrup Circle, PO BOX 5094, Snowmass Village, CO 81615	\$306.00	\$30.60	\$336.60
4	R021346 264331104027	Carmen Barber	1636	Re: 164 Stallion Circle, P.O. Box 17144, Snowmass Village, CO 81615	\$306.00	\$30.60	\$336.60
5	R0200530 264331107008	Oliver & Antonella Bonfiglio	2880	Re: 218 Stallion Circle, P.O. Box 3115, Aspen, CO 81612	\$785.88	\$78.59	\$864.47
6	R022652 264331109012	Dennis Burns	2683	Re: 44 Coffey Place Lane, P.O. Box 6882, Snowmass Village, CO 81615	\$459.00	\$45.90	\$504.90
7	R013652 264330301085	Ryan Doremus	2536	Re: 11 Stirrup Circle, 300 South Spring St., Ste. 201, Aspen, CO 81611	\$785.88	\$78.59	\$864.47
8	R013620 264330301053	Maria Fernanda Fridman	465	Re: 57 Saddleback Lane, P.O. Box 1361, Snowmass Village, CO 81615	\$392.94	\$39.29	\$432.23
9	R021347 264331104028	William Garaffa	2893	Re:170 Stallion Circle Unit 3B, Po Box 5414, Snowmass Village, CO 81615	\$392.94	\$39.29	\$432.23
10	R003069 273506101022	Patty Garney	440	Re: 104 Beaver Court, 1410 NW 43 Court, Kansas city, MO 64116	\$392.19	\$39.22	\$431.41
11	R002756 273506101016	Daniel & Allison Goldberg	2718	Re: 257 Fairway Drive, Snowmass Village, CO 81615	\$392.94	\$39.29	\$432.23
12	R014653 264331106714	Todd & Erin Heintz	2929	Re: 83 Maverick Circle, Snowmass Village, CO 81615	\$587.91	\$58.79	\$646.70
13	R013619 264330301052	Jonathan Lieberman	2697	Re: 875 Horse Ranch Drive, Snowmass Village, CO 81615	\$306.00	\$30.60	\$336.60
14	R013631 264330301064	Tom Patricelli	2754	1041 Horse Ranch Drive, P.O. Box 6990, Snowmass Village, CO 81615	\$244.32	\$24.43	\$268.75
16	R013577 264331203019	Julie Shifman	2081	Re: 141 Spur Ridge Lane, 953 Hill Street, CINCINNATI, OH 45202	\$238.47	\$23.85	\$262.32
17	R013630 264330301063	Eric Simon	478	Re: 975 Horse Ranch Drive, 17831 Lake Estates, BOCA RATON, FL 33496	\$203.47	\$20.35	\$223.82
18	R0013626 264330301059	Skyproperties LLC.	2686	Re: 180 Saddleback Ln., P.O. Box 1068, Aspen, CO 81612	\$612.00	\$61.20	\$673.20
19	R021344 264331104026	Naomi Smith	482	Re: 156 Stallion Circle, P.O. Box 6662, Snowmass Village, CO 81615	\$392.94	\$39.29	\$432.23
20	R013624 264330301057	Sophia Victoria Holdings LLC	2557	Re: 179 Saddleback Lane, 15332 Antioch Street #812, PACIFIC PALISADE, CA 90272	\$479.88	\$47.99	\$527.87
21	R014814 273506102004	Terence J. and Katrina A. Garnett	2249	Re: 21 Burnt Mountain Circle, Snowmass Village, CO 81615	\$612.00	\$61.20	\$673.20
22	R002910 273506101001	Luke Tuddenham	2588	Re: 464 Fairway Drive, Po Box 12375, Aspen, CO 81612	\$392.94	\$39.29	\$432.23
23	R020546 264331107024	Scott Vold	503	Re: 191 Stallion Circle, 406 AABC, Ste. A, Aspen, CO 81611	\$392.94	\$39.29	\$432.23
		CB Total Outstanding			\$9,989.02	\$998.90	\$10,987.92

County Account #	County Parcel #	Name	Cust. #	Address	Amount Owed	10%	Total	
		Homeowners						
1	R014829	273506305009	115 Blue Spruce Lane LLC.	2650	Re: 115 Blue Spruce Lane, 1111 Brickell Avenue, Ste. 2750, Miami, FL 33131	\$612.00	\$61.20	\$673.20
2	R001599	264536404020	23 Meadow LLC	2623	Re: 23 Meadow Lane, 625 E. Main St. Suite 102B 323, Aspen, CO 81611	\$612.00	\$61.20	\$673.20
3	R022420	273301106027	291 Faraway LLC.	2624	Re: 291 Faraway Road, 1688 Meridian Avenue #900, Miami Beach, FL 33131	\$612.00	\$61.20	\$673.20
4	R002296	273302409005	306 Edgewood Lane LLC	2960	Re: 306 Edgewood Lane, 5912 W Riviera Dr., Glendale, AZ 85304	\$612.00	\$61.20	\$673.20
5	R009003	273301404019	Antler Ridge LLC.	2815	Re: 172 Antler Ridge Lane, 218 E. Valley Road #104 PMB #111, Carbondale, CO 81623	\$612.00	\$61.20	\$673.20
6	R002964	273311101001	Artbay Corp C/O Lucrecia Fratini Lagos	315	RE: 198 Bridge Lane, 15811 Collins Ave #1003, Miami, FL 33130	\$612.00	\$61.20	\$673.20
7	R001696	273312201022	Aspen 8, LLC	2772	Re: 109 Edgewood Lane, 901 Brickell Key Blvd. #1404, Miami, FL 33131	\$1,224.00	\$122.40	\$1,346.40
8	R002667	264536403001	Aspen Glow LLC.	2124	Re: 121 Oak Ridge Rd. , P.O. Box 17148, Snowmass Village, CO 81615	\$612.00	\$61.20	\$673.20
9	R002367	273506303032	Bailey Family Trust	342	RE: 90 VIEW RIDGE LN, PO BOX 5043 , Snowmass Village, CO 81615	\$612.00	\$61.20	\$673.20
10	R002696	264536402011	Carr Peter J Liv Trust	2974	Re: 559 Meadow Rd., 4890 Alpha Rd. #200, Dallas, TX 75244		\$0.00	\$0.00
11	R001605	264536102022	Colorado Limited Liability Company	2915	Re: 48 Summit Ln, 431 Twin Lakes Rd. Shohola, PA 18458	\$612.00	\$61.20	\$673.20
12	R002745	273506304010	Continuum Investments	339	RE: 1614 Faraway Rd , 2275 Biscayne Blvd. #1, Miami, FL 33137	\$612.00	\$61.20	\$673.20
13	R009017	273301404040	Dakota Sky LLC	1348	Re: 141 Baby Doe Lane, 915 Mull Ave. #1A, Akron, OH 44313	\$612.00	\$61.20	\$673.20
14	R003077	264536405007	De Pasquele, Cedric	1469	Re: 149 MARTINGALE PL, 1300 Cleveland Road, Miami Beach, FL 33141	\$612.00	\$61.20	\$673.20
15	R002028	273312201045	EDC Wood Run LLC.	2842	Re: 1234 Wood Road, 2600 Glades Circle #100, FORT LAUDERDALE, FL 33327	\$612.00	\$61.20	\$673.20
16	R003051	273301106018	Faraway Enterprises LLC	2961	Re: 435 Faraway Rd, 2200 N Ocean Blvd #S-1506, OAKLAND PARK, FL 33305	\$612.00	\$61.20	\$673.20
17	R002632	273301106019	Andrew G. & Shelly C Fields	2702	Re: 497 Faraway Road, 175 English Turn Drive, New Orleans, LA 70131	\$612.00	\$61.20	\$673.20
18	R019231	273301118002	Victoria Flynn	996	Re: Ridge Run I, Lot 9, 119 E. Cooper Street #4, Aspen, CO 81611	\$612.00	\$61.20	\$673.20
19	R011780	273506217017	Fox Run SV LLC.	2714	Re: 189 Fox Lane, 100 Arbaney Ranch Road, Cabin 20, Basalt, CO 81621	\$612.00	\$61.20	\$673.20
20	R002609	273506303024	Daryl Gelender	1184	Re: 756 Faraway Rd., P.O. Box 6541, Snowmass Village, CO 81615	\$612.00	\$61.20	\$673.20
21	R002570	264331201003	Scott Greiper & Anjelica Mojarro	2292	Re: 686 Oak Ridge Road, P.O. Box 6393, Snowmass Village, CO 81615	\$612.00	\$61.20	\$673.20
22	R008994	273301404029	William & Jennifer Hartsfield	2691	Re: 121 Antler Ridge Lane, PO Box 4419, Aspen, CO 81612	\$612.00	\$61.20	\$673.20
23	R013562	264331203004	Heimbecker Family Trust	2523	Re: 380 Branding Way, 26 Hermitage Road, Headingley Manitoba, Canada R4M1K3	\$661.00	\$66.10	\$727.10
24	R001834	264536404037	John & Deborah Johnston, 164 Meadow Lane Trust	1513	Re: 164 Meadow Ln, P.O. Box 6300, Snowmass Village, CO 81615	\$612.00	\$61.20	\$673.20
25	R008984	273301404005	Matthew & Nancy Jones	1258	Re: 305 Deer Ridge Lane, 3706 N. Woodrow Street, ARLINGTON, VA 22207	\$612.00	\$61.20	\$673.20
26	R001885	273301106023	Patricia & James Kendrigan	1260	Re: 273 Maple Ridge Lane, 37 Windemere Lane, Houston, TX 77063	\$612.00	\$61.20	\$673.20
27	R002021	273311101007	Lucciole Holdings LLC	2519	Re: 1627 WOOD RD, P.O. Box 101262, Denver, CO 80250	\$612.00	\$61.20	\$673.20
28	R001566	273301403019	LSTB LLC	2939	Re: 34 Stellar Lane, 35 Queensland LN N, PLYMOUTH, MN 55447	\$612.00	\$61.20	\$673.20

County Account #	County Parcel #	Name	Cust. #	Address	Amount Owed	10%	Total
29 R021773	264331107026	Joseph Mallory	2365	Re: 112 Stallion Circle, P.O. Box 6974, Snowmass Village, CO 81615	\$612.00	\$61.20	\$673.20
30 R002174	264536401005	Mark Haldeman	993	Re: 304 Lemond Place, 520 E. Durant Ave. #205, Aspen, CO 81611	\$609.82	\$60.98	\$670.80
31 R002215	273506303026	Ed McIntosh	1295	Re: 818 FARAWAY RD, P.O. Box 7118, Rancho Santa Fe, CA 92067	\$612.00	\$61.20	\$673.20
32 R020266	273506203015	Ed Mettelman	2554	37 NORTH RIDGE LN UNIT WEST, PO Box 2664, Aspen, CO 81612	\$612.00	\$61.20	\$673.20
33 R002661	273301307017	Miller Rev Trust	2469	Re: 463 Edgewood Lane, 450 Thayer Rd, Santa Cruz, CA 95060	\$1,224.00	\$122.40	\$1,346.40
34 R008998	273301404014	MTM Properties LLC.	2743	Re: 244 Antler Ridge Lane, 1416 Williams Street, Chattanooga, TN 37408	\$612.00	\$61.20	\$673.20
35 R014658	264331106719	William and Leigh Moriarty	987	Re: 174 Rodeo Rd., PO BOX 6121, Snowmass Village, CO 81615	\$612.00	\$61.20	\$673.20
36 R002933	273312201056	Mountain Act LLC	2975	Re: 1457 Wood Road, Snowmass Village, CO 81615	\$612.00	\$61.20	\$673.20
37 R002106	273301101004	David Myler	2545	Re: 84 Terrace Dr, P.O. Box 5996, Snowmass Village, CO 81615	\$612.00	\$61.20	\$673.20
38 R014855	273506305035	Andrew and Margaret Paul	1330	Re: Two Creeks Lot 35, P.O. Box 5109, Aspen, CO 81612	\$612.00	\$61.20	\$673.20
39 R013782	264535401002	Lois B Pope Revocable Trust	2260	Re: 1500 Ridge of Wildcat Dumpster Usage, 1720 South Ocean Blvd., Manalapan, FL 33462	\$612.00	\$61.20	\$673.20
40 R001749	273301403032	Ridge Run III, LLC.	1366	Re: 2139 FARAWAY RD, 2280 Gray Fox Court, ANN ARBOR, MI 48103	\$612.00	\$61.20	\$673.20
41 R013634	264330301067	Roy and Libby Savage	2924	Re: 1116 Horse Ranch Drive, PO Box 6336, Snowmass Village, CO 81615	\$612.00	\$61.20	\$673.20
42 R010854	273301176002	Shuck Rev Trust	1386	Re: 090 North Ridge Lane, 7991 11th Avenue South, SAINT PETERSBURG, FL 33707	\$661.00	\$66.10	\$727.10
43 R002401	273312201006	Stephen & Morgan Smith	1368	Re: WR I, Lot 59, 6 Lynn Road, Englewood, CO 80113	\$612.00	\$61.20	\$673.20
44 R002017	273312201041	Jeffrey Stevenson	995	Re: 36 EDGEWOOD LN, Box 179880261, Sioux Falls, SD 57186	\$612.40	\$61.24	\$673.64
45 R002018	273312201057	Steve Stitle	1414	Re: 1419 WOOD RD, 8224 Hunters Place, OAKLANDON, IN 46236	\$612.00	\$61.20	\$673.20
46 R002300	264536405021	Charles & Elizabeth Tate	2640	Re: 365 Terrace Drive, MR I, Lot 32, PO Box 10069, Aspen, CO 81612	\$612.00	\$61.20	\$673.20
47 R001589	264536401003	James and Carol Trapp	935	Re: 0321 Lemond Place, 1500 N. Lake Shore Dr. #11C, Chicago, IL 60610	\$612.00	\$61.20	\$673.20
48 R002769	273301106022	Chita Troxel	926	Re: 0231 Maple Ridge Lane, 438 East Government Street, Pensacola, FL 32501	\$612.00	\$61.20	\$673.20
49 R001595	264536402016	Twelve Bridges	2865	Re: 383 Sinclair Road, 9 W 57th Street, #4500, New York, NY 10019	\$612.00	\$61.20	\$673.20
50 R001823	273311103001	Gustavo Vildosola	2185	Re: 401 Creek Lane, 7505 Trade Street, SAN DIEGO, CA 92121	\$612.00	\$61.20	\$673.20
51 R002942	273506304011	Christopher Walker	1433	Re: 1571 FARAWAY RD, 634 Perugia Way, LOS ANGELES, CA 90077	\$612.00	\$61.20	\$673.20
52 R001628	264526401007	Al McKenzie Truscott Weatherwax	936	Re: 281 LEMON PL, 3916 45th Street CT., GIG HARBOR, WA 98335	\$612.00	\$61.20	\$673.20
53 R002127	273506203005	Elliott Webb Family Trust	1438	Re: 205 Stellar Lane, P.O. Box 6125, Snowmass Village, CO 81615	\$612.00	\$61.20	\$673.20
54 R002170	273301307021	Robert Wooldridge	1455	Re: 0540 Edgewood Lane, 395 Taylor Blvd. Ste. 120, PLEASANT HILL, CA 94523	\$612.00	\$61.20	\$673.20
55 R002168	264536402003	Word Up Investments LLC.	2380	Re: 466 Sinclair Road, P.O. Box 6075, Snowmass Village, CO 81615	\$612.00	\$61.20	\$673.20
56 R014869	273506305049	David Carmany	2912	Re: 221 E. For k Lane Two, 1008 Genius Drive Winter Park FL 32789 Creeks	\$612.00	\$61.20	\$673.20
57 R011783	273506217020	Limited Liability Company	2916	930 Fox Run Dr. , 1533 Island Way Weston FL 33326	\$612.00	\$61.20	\$673.20
58 R002556	273506203014	Lindum Developments	2914	Re: 626 Faraway Rd., Rd, Fort Worth TX 76114	\$612.00	\$61.20	\$673.20

County		County Parcel #	Name	Cust. #	Address	Amount Owed	10%	Total
Account #								
59	R002779	273506303025	Sara Carlson	2910	Re: 796 Faraway Rd, 730 E Plateauau Rd. Spokane WA 99203	\$612.00	\$61.20	\$673.20
60	R009119	273506206002	Blue Water of Delaware	2923	Re: 47 Valley Rd., 28 N Hollow Dr., East Hampton, NY 11937	\$612.00	\$61.20	\$673.20
			HO Total Outstanding			\$37,428.22	\$3,742.82	\$41,171.04

**Town of Snowmass Village
Solid Waste Delinquent Accounts
2024**

Delinquent Accounts

County Account #	County Parcel #	Name	Cust. #	Address	Amount Owed	10%	Total
		Curbside					
1 R013601	264330301034	130 National Drive, LLC.	485	Re: 26 Bridlepath Lane, P.O. Box 7902, Aspen, CO 81612	\$919.44	\$91.94	\$1,011.38
2 R022644	264331109004	Darin & Lori Anderson	2670	Re: 7 Stables Grove, P.O. Box 8321, Aspen, CO 81612	\$392.94	\$39.29	\$432.23
3 R021346	264331104027	Carmen Barber	1636	Re: 164 Stallion Circle, P.O. Box 17144, Snowmass Village, CO 81615	\$306.00	\$30.60	\$336.60
4 R0200530	264331107008	Oliver & Antonella Bonfiglio	2880	Re: 218 Stallion Circle, P.O. Box 3115, Aspen, CO 81612	\$785.88	\$78.59	\$864.47
5 R022652	264331109012	Dennis Burns	2683	Re: 44 Coffey Place Lane, P.O. Box 6882, Snowmass Village, CO 81615	\$459.00	\$45.90	\$504.90
6 R013652	264330301085	Ryan Doremus	2536	Re: 11 Stirrup Circle, 300 South Spring St., Ste. 201, Aspen, CO 81611	\$785.88	\$78.59	\$864.47
7 R013620	264330301053	Maria Fernanda Fridman	465	Re: 57 Saddleback Lane, P.O. Box 1361, Snowmass Village, CO 81615	\$392.94	\$39.29	\$432.23
8 R021347	264331104028	William Garaffa	2893	Re: 170 Stallion Circle Unit 3B, Po Box 5414, Snowmass Village, CO 81615	\$392.94	\$39.29	\$432.23
9 R003069	273506101022	Patty Garney	440	Re: 104 Beaver Court, 1410 NW 43 Court, Kansas city, MO 64116	\$392.19	\$39.22	\$431.41
10 R002756	273506101016	Daniel & Allison Goldberg	2718	Re: 257 Fairway Drive, Snowmass Village, CO 81615	\$392.94	\$39.29	\$432.23
11 R013631	264330301064	Tom Patricelli	2754	1041 Horse Ranch Drive, P.O. Box 6990, Snowmass Village, CO 81615	\$244.32	\$24.43	\$268.75
12 R013577	264331203019	Julie Shifman	2081	Re: 141 Spur Ridge Lane, 953 Hill Street, CINCINNATI, OH 45202	\$238.47	\$23.85	\$262.32
13 R013630	264330301063	Eric Simon	478	Re: 975 Horse Ranch Drive, 17831 Lake Estates, BOCA RATON, FL 33496	\$203.47	\$20.35	\$223.82
14 R0013626	264330301059	Skyproperties LLC.	2686	Re: 180 Saddleback Ln., P.O. Box 1068, Aspen, CO 81612	\$612.00	\$61.20	\$673.20
15 R021344	264331104026	Naomi Smith	482	Re: 156 Stallion Circle, P.O. Box 6662, Snowmass Village, CO 81615	\$392.94	\$39.29	\$432.23
16 R013624	264330301057	Sophia Victoria Holdings LLC	2557	Re: 179 Saddleback Lane, 15332 Antioch Street #812, PACIFIC PALISADE, CA 90272	\$479.88	\$47.99	\$527.87
17 R014814	273506102004	Terence J. and Katrina A. Garnett	2249	Re: 21 Burnt Mountain Circle, Snowmass Village, CO 81615	\$612.00	\$61.20	\$673.20
18 R002910	273506101001	Luke Tuddenham	2588	Re: 464 Fairway Drive, Po Box 12375, Aspen, CO 81612	\$392.94	\$39.29	\$432.23
19 R020546	264331107024	Scott Vold	503	Re: 191 Stallion Circle, 406 AABC, Ste. A, Aspen, CO 81611	\$392.94	\$39.29	\$432.23
		CB Total Outstanding			\$8,789.11	\$878.91	\$9,668.02

Name	Cust. #	Address	Amount Owed	10%	Total
Homeowners					
115 Blue Spruce Lane LLC.	2650	Re: 115 Blue Spruce Lane, 1111 Brickell Avenue, Ste. 2750, Miami, FL 33131	\$612.00	\$61.20	\$673.20
23 Meadow LLC	2623	Re: 23 Meadow Lane, 625 E. Main St. Suite 102B 323, Aspen, CO 81611	\$612.00	\$61.20	\$673.20
291 Faraway LLC.	2624	Re: 291 Faraway Road, 1688 Meridian Avenue #900, Miami Beach, FL 33131	\$612.00	\$61.20	\$673.20
306 Edgewood Lane LLC	2960	Re: 306 Edgewood Lane, 5912 W Riviera Dr., Glendale, AZ 85304	\$612.00	\$61.20	\$673.20
Antler Ridge LLC.	2815	Re: 172 Antler Ridge Lane, 218 E. Valley Road #104 PMB #111, Carbondale, CO 81623	\$612.00	\$61.20	\$673.20
Artbay Corp C/O Lucrecia Fratini Lagos	315	RE: 198 Bridge Lane, 15811 Collins Ave #1003, Miami, FL 33130	\$612.00	\$61.20	\$673.20
Aspen 8, LLC	2772	Re: 109 Edgewood Lane, 901 Brickell Key Blvd. #1404, Miami, FL 33131	\$1,224.00	\$122.40	\$1,346.40
Aspen Glow LLC.	2124	Re: 121 Oak Ridge Rd. , P.O. Box 17148, Snowmass Village, CO 81615	\$612.00	\$61.20	\$673.20
Bailey Family Trust	342	RE: 90 VIEW RIDGE LN, PO BOX 5043 , Snowmass Village, CO 81615	\$612.00	\$61.20	\$673.20
Carr Peter J Liv Trust	2974	Re: 559 Meadow Rd., 4890 Alpha Rd. #200, Dallas, TX 75244		\$0.00	\$0.00
Colorado Limited Liability Company	2915	Re: 48 Summit Ln, 431 Twin Lakes Rd. Shohola, PA 18458	\$612.00	\$61.20	\$673.20
Continuum Investments	339	RE: 1614 Faraway Rd , 2275 Biscayne Blvd. #1, Miami, FL 33137	\$612.00	\$61.20	\$673.20
Dakota Sky LLC	1348	Re: 141 Baby Doe Lane, 915 Mull Ave. #1A, Akron, OH 44313	\$612.00	\$61.20	\$673.20
De Pasquele, Cedric	1469	Re: 149 MARTINGALE PL, 1300 Cleveland Road, Miami Beach, FL 33141	\$612.00	\$61.20	\$673.20
EDC Wood Run LLC.	2842	Re: 1234 Wood Road, 2600 Glades Circle #100, FORT LAUDERDALE, FL 33327	\$612.00	\$61.20	\$673.20
Andrew G. & Shelly C Fields	2702	Re: 497 Faraway Road, 175 English Turn Drive, New Orleans, LA 70131	\$612.00	\$61.20	\$673.20
Victoria Flynn	996	Re: Ridge Run I, Lot 9, 119 E. Cooper Street #4, Aspen, CO 81611	\$612.00	\$61.20	\$673.20
Scott Greiper & Anjelica Mojarro	2292	Re: 686 Oak Ridge Road, P.O. Box 6393, Snowmass Village, CO 81615	\$612.00	\$61.20	\$673.20
William & Jennifer Hartsfield	2691	Re: 121 Antler Ridge Lane, PO Box 4419, Aspen, CO 81612	\$612.00	\$61.20	\$673.20
Heimbecker Family Trust	2523	Re: 380 Branding Way, 26 Hermitage Road, Headingley Manitoba, Canada R4M1K3	\$661.00	\$66.10	\$727.10
John & Deborah Johnston, 164 Meadow Lane Trust	1513	Re: 164 Meadow Ln, P.O. Box 6300, Snowmass Village, CO 81615	\$612.00	\$61.20	\$673.20
Matthew & Nancy Jones	1258	Re: 305 Deer Ridge Lane, 3706 N. Woodrow Street, ARLINGTON, VA 22207	\$612.00	\$61.20	\$673.20
Lucciole Holdings LLC	2519	Re: 1627 WOOD RD, P.O. Box 101262, Denver, CO 80250	\$612.00	\$61.20	\$673.20
LSTB LLC	2939	Re: 34 Stellar Lane, 35 Queensland LN N, PLYMOUTH, MN 55447	\$612.00	\$61.20	\$673.20
Joseph Mallory	2365	Re: 112 Stallion Circle, P.O. Box 6974, Snowmass Village, CO 81615	\$612.00	\$61.20	\$673.20
Mark Haldeman	993	Re: 304 Lemond Place, 520 E. Durant Ave. #205, Aspen, CO 81611	\$609.82	\$60.98	\$670.80
Ed Mettelman	2554	37 NORTH RIDGE LN UNIT WEST, PO Box 2664, Aspen, CO 81612	\$612.00	\$61.20	\$673.20
Miller Rev Trust	2469	Re: 463 Edgewood Lane, 450 Thayer Rd, Santa Cruz, CA 95060	\$1,224.00	\$122.40	\$1,346.40
MTM Properties LLC.	2743	Re: 244 Antler Ridge Lane, 1416 Williams Street, Chattanooga, TN 37408	\$612.00	\$61.20	\$673.20

30	R014658	264331106719	William and Leigh Moriarty	987	Re: 174 Rodeo Rd., PO BOX 6121, Snowmass Village, CO 81615	\$612.00	\$61.20	\$673.20
31	R002933	273312201056	Mountain Act LLC	2975	Re: 1457 Wood Road, Snowmass Village, CO 81615	\$612.00	\$61.20	\$673.20
32	R002106	273301101004	David Myler	2545	Re: 84 Terrace Dr, P.O. Box 5996, Snowmass Village, CO 81615	\$612.00	\$61.20	\$673.20
33	R014855	273506305035	Andrew and Margaret Paul	1330	Re: Two Creeks Lot 35, P.O. Box 5109, Aspen, CO 81612	\$612.00	\$61.20	\$673.20
34	R013782	264535401002	Lois B Pope Revocable Trust	2260	Re: 1500 Ridge of Wildcat Dumpster Usage, 1720 South Ocean Blvd., Manalapan, FL 33462	\$612.00	\$61.20	\$673.20
35	R001749	273301403032	Ridge Run III, LLC.	1366	Re: 2139 FARAWAY RD, 2280 Gray Fox Court, ANN ARBOR, MI 48103	\$612.00	\$61.20	\$673.20
36	R013634	264330301067	Roy and Libby Savage	2924	Re: 1116 Horse Ranch Drive, PO Box 6336, Snowmass Village, CO 81615	\$612.00	\$61.20	\$673.20
37	R002401	273312201006	Stephen & Morgan Smith	1368	Re: WR I, Lot 59, 6 Lynn Road, Englewood, CO 80113	\$612.00	\$61.20	\$673.20
38	R002017	273312201041	Jeffrey Stevenson	995	Re: 36 EDGEWOOD LN, Box 179880261, Sioux Falls, SD 57186	\$612.40	\$61.24	\$673.64
39	R002018	273312201057	Steve Stitle	1414	Re: 1419 WOOD RD, 8224 Hunters Place, OAKLANDON, IN 46236	\$612.00	\$61.20	\$673.20
40	R002300	264536405021	Charles & Elizabeth Tate	2640	Re: 365 Terrace Drive, MR I, Lot 32, PO Box 10069, Aspen, CO 81612	\$612.00	\$61.20	\$673.20
41	R001589	264536401003	James and Carol Trapp	935	Re: 0321 Lemon Place, 1500 N. Lake Shore Dr. #11C, Chicago, IL 60610	\$612.00	\$61.20	\$673.20
42	R002769	273301106022	Chita Troxel	926	Re: 0231 Maple Ridge Lane, 438 East Government Street, Pensacola, FL 32501	\$612.00	\$61.20	\$673.20
43	R001595	264536402016	Twelve Bridges	2865	Re: 383 Sinclair Road, 9 W 57th Street, #4500, New York, NY 10019	\$612.00	\$61.20	\$673.20
44	R001823	273311103001	Gustavo Vildosola	2185	Re: 401 Creek Lane, 7505 Trade Street, SAN DIEGO, CA 92121	\$612.00	\$61.20	\$673.20
45	R002127	273506203005	Elliott Webb Family Trust	1438	Re: 205 Stellar Lane, P.O. Box 6125, Snowmass Village, CO 81615	\$612.00	\$61.20	\$673.20
46	R002168	264536402003	Word Up Investments LLC.	2380	Re: 466 Sinclair Road, P.O. Box 6075, Snowmass Village, CO 81615	\$612.00	\$61.20	\$673.20
47	R014869	273506305049	David Carmany	2912	Re: 221 E. For k Lane Two, 1008 Genius Drive Winter Park FL 32789 Creeks	\$612.00	\$61.20	\$673.20
48	R011783	273506217020	Limited Liability Company	2916	Re: 930 Fox Run Dr. , 1533 Island Way Weston FL 33326	\$612.00	\$61.20	\$673.20
49	R002556	273506203014	Lindum Developments	2914	Re: 626 Faraway Rd., Rd, Fort Worth TX 76114	\$612.00	\$61.20	\$673.20
50	R002779	273506303025	Sara Carlson	2910	Re: 796 Faraway Rd, 730 E Plateau Rd. Spokane WA 99203	\$612.00	\$61.20	\$673.20
51	R009119	273506206002	Blue Water of Delaware	2923	Re: 47 Valley Rd., 28 N Hollow Dr., East Hampton, NY 11937	\$612.00	\$61.20	\$673.20
HO Total Outstanding						\$31,871.22	\$3,187.12	\$35,058.34

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

December 2, 2024

AGENDA ITEM:

Real Estate Contract – 35 Campground Lane, Willows C-5

PRESENTED BY:

Betsy Crum, Housing Director
Jeff Conklin, Town Attorney

BACKGROUND:

The Aspen School District recently closed on the acquisition of three (3) studio condominiums in Building C of The Willows at 35 Campground Lane here in Snowmass Village. They purchased all three for \$2.075 million, an average of \$691,666 per unit. The condition of each apartment varies from original to recently remodeled.

The District has offered the Town of Snowmass Village the opportunity to purchase one of the studios – apartment C-5 – for use as workforce housing. It is presently vacant. We believe that this provides an excellent opportunity for the Town to add to its portfolio and retain a well-located, reasonably affordable condominium for our workforce.

Property Detail:

- Unit Number: C-5
- Purchase Price: \$692,000
- Square Footage: 447 sf plus deck and storage
- Price/square foot: \$1,548/sf
- HOA fees: \$4,400 annually (\$367/month)
- Year Built: 1967
- Condition: Dated but fully functional as-is
- Amenities: Washer-dryer, dishwasher, access to shared pool/hot tub
- Location: slopeside; on public transit line; close to Mall
- Parking: already provided on numbered lots

A real estate contract and resolution have been prepared for consideration by the Town Council and are attached as Exhibits A and B, respectively. Should the Council authorize the finalization and execution of this contract, we will start the process for the additional appropriation at the Council meeting on December 16th.

The terms of the proposed contract give the Town the exclusive right to purchase the property, subject to the outcome of our due diligence. The following is included in the contract:

- Price: not to exceed \$692,000.
- Due diligence/"subject to" work items:
 - Clear title
 - Review of HOA documentation
 - Inspection(s) and testing

We expect to be able to close on this property in January 2025. We currently expect this to be used as a rental unit that will be priced in line with other large studios in our portfolio.

FINANCIAL IMPACT:

The proposed purchase price for the property is \$692,000. Funding is available from excise tax funds received in excess of the budgeted amount.

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

In 2023 the Town Council established a strategic initiative to "continue to support a viable workforce and our commitment to workforce housing by exploring opportunities that best balance the character and resources of the Town." In addition, an area of emphasis was to "identify and provide more affordable, community, workforce housing." Acquiring Willows C-5 would provide a unique affordable workforce option in the center of the Village without necessitating new construction.

STAFF RECOMMENDATION:

Staff recommend that the Council authorize the Town Manager to finalize and execute the contract and take the necessary steps to close on the purchase of Willow C-5.

ATTACHMENTS:

Exhibit A: Draft Contract to Buy and Sell – Residential – Willows C5
Exhibit B: Resolution – Real Estate Contract – Purchase Willows C5

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

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

CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)

Date: November 25, 2024

AGREEMENT

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

2. PARTIES AND PROPERTY.

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

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

2.3. Seller. Aspen School District No. 1 RE (Seller) is the current owner of the Property described below.

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

Condominium Unit C-5, THE WILLOWS CONDOMINIUMS, according to the Condominium Map thereof, recorded December 8, 1967 in Plat Book 3 at Page 272 as Reception No. 129429 and The Willows Condominiums Subdivision Exemption Plat thereto recorded August 31, 2023 as Reception No. 697120; and as defined and described in the Second Amended and Restated Declaration for the Willows Condominiums, recorded October 7, 2021 as Reception No. 681286.

known as: 35 Campground Lane Unit C5, Snowmass Village, CO 81615,
Street Address City State Zip

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

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

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

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

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

N/A

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

53 **2.5.4. Encumbered Inclusions.** Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at
54 Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and
55 encumbrances, except:

56
57 N/A

58
59 **2.5.5. Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other
60 applicable legal instrument.

61 **2.5.6. Parking and Storage Facilities.** The use or ownership of the following parking facilities:
62 any and all appurtenant to property; and the use or ownership of the following storage facilities: any and all appurtenant to property.
63 Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

64 **2.5.7. Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer
65 at Closing (Leased Items):

66
67 N/A

68
69 **2.6. Exclusions.** The following items are excluded (Exclusions):

70
71 N/A

72
73 **2.7. Water Rights/Well Rights.**

74 ☐ **2.7.1. Deeded Water Rights.** The following legally described water rights:

75
76 N/A

77
78 Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

79 ☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and
80 2.7.4., will be transferred to Buyer at Closing:

81
82 N/A

83
84 ☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if
85 the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes,
86 Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered
87 with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a
88 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in
89 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
90 N/A.

91 ☐ **2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows:

92
93 N/A

94
95 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water),
96 § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable
97 legal instrument at Closing.

98 **2.7.6. Water Rights Review.** Buyer ☐ Does ☒ Does Not have a Right to Terminate if examination of the Water
99 Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

100 **3. DATES, DEADLINES AND APPLICABILITY.**

101 **3.1. Dates and Deadlines.**

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

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

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

104 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A",
105 or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box
106 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
107 "None", such provision means that "None" applies.

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

110 **3.3. Day; Computation of Period of Days; Deadlines.**

111 **3.3.1. Day.** As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States
112 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.
113 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end
114 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**
115 **Day Deadline** is left blank or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

116 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the
117 ending date is not specified, the first day is excluded and the last day is included.

118 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
119 deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,
120 the deadline will not be extended.

121 **4. PURCHASE PRICE AND TERMS.**

122 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$ 692,000.00	
2	§ 4.3.	Earnest Money		\$ 0
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				
8				
9	§ 4.4.	Cash at Closing		\$ 692,000.00
10		TOTAL	\$ 692,000.00	\$ 692,000.00

123 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$See Addendum (Seller Concession). The Seller Concession
124 may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer’s lender and is included
125 in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession
126 include, but are not limited to: Buyer’s closing costs, loan discount points, loan origination fees, prepaid items and any other fee,
127 cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere
128 in this Contract.

129 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of good funds, will be payable to and held
130 by Land Title Guarantee Company (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest
131 Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money**
132 **Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing
133 (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money
134 deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer
135 acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction
136 will be transferred to such fund.

137 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
138 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

139 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled
140 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided
141 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,
142 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release
143 form), within three days of Seller’s receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23
144 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release
145 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money
146 Release form), within three days of Buyer’s receipt.

147 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the
148 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in “**If Seller**
149 **is in Default**”, § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

150 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the
151 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in “**If Buyer**
152 **is in Default**”, § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

153 **4.4. Form of Funds; Time of Payment; Available Funds.**

154 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
155 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
156 check, savings and loan teller's check and cashier's check (Good Funds).

157 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at
158 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH**
159 **NONPAYING PARTY WILL BE IN DEFAULT.**

160 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, ☒ **Does** ☐ **Does Not** have
161 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

162 **4.5. New Loan.**

163 ~~**4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable,~~
164 ~~must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.~~

165 ~~**4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to~~
166 ~~Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 29 (Additional~~
167 ~~Provisions).~~

168 ~~**4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:~~
169 ~~☐ **Conventional** ☐ **FHA** ☐ **VA** ☐ **Bond** ☐ **Other** _____.~~
170 ~~If either or both of the FHA or VA boxes are checked, and Buyer closes the transaction using one of those loan types, Seller agrees~~
171 ~~to pay those closing costs and fees that Buyer is not allowed by law to pay not to exceed \$ _____.~~

172 ~~**4.5.4. Loan Estimate Monthly Payment and Loan Costs.** Buyer is advised to review the terms, conditions and~~
173 ~~costs of Buyer's New Loan carefully. If Buyer is applying for a residential loan, the lender generally must provide Buyer with a~~
174 ~~Loan Estimate within three days after Buyer completes a loan application. Buyer also should obtain an estimate of the amount of~~
175 ~~Buyer's monthly mortgage payment.~~

176 ~~**4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance~~
177 ~~set forth in § 4.1. (Price and Terms), presently payable at \$ _____ per _____ including principal and interest~~
178 ~~presently at the rate of _____ % per annum and also including escrow for the following as indicated: ☐ **Real Estate Taxes** ☐~~
179 ~~**Property Insurance Premium** ☐ **Mortgage Insurance Premium** and ☐ _____.~~

180 ~~Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest rate will~~
181 ~~not exceed _____ % per annum and the new payment will not exceed \$ _____ per _____ principal and~~
182 ~~interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which~~
183 ~~causes the amount of cash required from Buyer at Closing to be increased by more than \$ _____, or if any other terms or~~
184 ~~provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date**.~~

185 ~~Seller ☐ **Will** ☐ **Will Not** be released from liability on said loan. If applicable, compliance with the requirements for release~~
186 ~~from liability will be evidenced by delivery ☐ on or before **Loan Transfer Approval Deadline** ☐ at **Closing** of an appropriate~~
187 ~~letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount~~
188 ~~not to exceed \$ _____.~~

189 ~~**4.7. Seller or Private Financing.**~~

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

194 ~~**4.7.1. Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing, ☐ **Buyer**~~
195 ~~☐ **Seller** will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or**~~
196 ~~**Private Financing Deadline**.~~

197 ~~**4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon~~
198 ~~Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,~~
199 ~~and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**,~~
200 ~~if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.~~

201 ~~**4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private~~
202 ~~financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its~~
203 ~~availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1, on or before **Seller**~~
204 ~~**or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.~~

205

TRANSACTION PROVISIONS

206 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

207 ~~**5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New~~
208 ~~Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable~~
209 ~~by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.~~

210 ~~5.2. New Loan Terms; New Loan Availability.~~

211 ~~5.2.1. New Loan Terms.~~ If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is

212 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest

213 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit

214 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not

215 satisfactory to Buyer, in Buyer's sole subjective discretion.

216 ~~5.2.2. New Loan Availability.~~ If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is

217 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's

218 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**

219 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the

220 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property

221 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**

222 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**

223 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,

224 Survey).

225 ~~5.3. Credit Information.~~ If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit

226 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective

227 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information

228 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents

229 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller

230 must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at

231 Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If

232 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to

233 Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

234 ~~5.4. Existing Loan Review.~~ If an existing loan is not to be released at Closing, Seller must deliver copies of the loan

235 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,

236 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to

237 Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan

238 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is

239 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's

240 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right

241 to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under

242 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

243 **6. APPRAISAL PROVISIONS.**

244 ~~6.1. Appraisal Definition.~~ An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on

245 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth

246 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be

247 valued at the Appraised Value.

248 ~~6.2. Appraised Value.~~ The applicable appraisal provision set forth below applies to the respective loan type set forth in

249 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

250 ~~6.2.1. Conventional/Other.~~ Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the

251 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**

252 **Objection Deadline**:

253 ~~6.2.1.1. Notice to Terminate.~~ Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;

254 or

255 ~~6.2.1.2. Appraisal Objection.~~ Deliver to Seller a written objection accompanied by either a copy of the

256 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

257 ~~6.2.1.3. Appraisal Resolution.~~ If an Appraisal Objection is received by Seller, on or before **Appraisal**

258 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**

259 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of

260 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

261 ~~6.2.2. FHA.~~ It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer)

262 shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest

263 Money deposits or otherwise unless the purchaser (Buyer) has been given, in accordance with HUD/FHA or VA requirements, a

264 written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender,

265 setting forth the appraised value of the Property of not less than \$ _____. The purchaser (Buyer) shall have the privilege

266 and option of proceeding with the consummation of this Contract without regard to the amount of the appraised valuation. The

267 appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will

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

270 ~~6.2.3. VA.~~ It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer)
271 shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property
272 described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department
273 of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the consummation of
274 this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.

275 ~~6.3. Lender Property Requirements.~~ If the lender imposes any written requirements, replacements, removals or repairs,
276 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),
277 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following
278 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written
279 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
280 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

281 ~~6.4. Cost of Appraisal.~~ Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☐ Buyer
282 ☐ Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
283 agent or all three.

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

286 **7.1. Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON
287 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF
288 THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE
289 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE
290 ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL
291 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS
292 OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD
293 PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS
294 AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING
295 CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A
296 COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF
297 PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL
298 OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE
299 DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE
300 ASSOCIATION.

301 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),
302 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association
303 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
304 of the Association Documents, regardless of who provides such documents.

305 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

306 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
307 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,
308 C.R.S.;

309 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
310 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
311 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
312 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

313 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
314 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
315 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
316 (Association Insurance Documents);

317 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as
318 disclosed in the Association's last Annual Disclosure;

319 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget
320 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
321 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
322 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the
323 Association's community association manager or Association will charge in connection with the Closing including, but not limited
324 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
325 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of

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

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

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

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

8.1. Evidence of Record Title.

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

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner’s title insurance policy at Buyer’s expense. On or before **Record Title Deadline**, Buyer must furnish to Seller, a current commitment for owner’s title insurance policy (Title Commitment), in an amount equal to the Purchase Price. If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

8.1.3. Owner’s Extended Coverage (OEC). The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner’s Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics’ liens, (5) gap period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by ☐ **Buyer** ☒ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.
Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under § 8.7. (Right to Object to Title, Resolution).

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

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

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

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

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

387 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
388 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
389 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which
390 Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New
391 ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown
392 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of
393 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.
394 (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record**
395 **Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the
396 earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice
397 to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the
398 provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice
399 of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if
400 any, of third parties not shown by public records of which Buyer has actual knowledge.

401 **8.4. Special Taxing and Metropolitan Districts.** **SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO**
402 **GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES**
403 **ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE**
404 **PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT**
405 **WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH**
406 **INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE**
407 **SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY**
408 **TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING**
409 **FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND**
410 **RECORDER, OR THE COUNTY ASSESSOR. The official website for the Metropolitan District, if any, is: N/A.**

411 **8.5. Tax Certificate.** A tax certificate paid for by ☒ **Seller** ☐ **Buyer**, for the Property listing any special taxing or
412 metropolitan districts that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If
413 the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may terminate, on or before
414 **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**, Buyer, at Buyer's option,
415 has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's
416 receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate would otherwise be
417 required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing.
418 If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the content of the Tax Certificate as
419 satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's loan specified in §4.5.3. (Loan Limitations)
420 prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for by Seller.

421 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first
422 refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a
423 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of
424 such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase
425 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly
426 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred
427 on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in
428 writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

429 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,
430 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate)
431 and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the
432 applicable deadline, Buyer has the following options:

433 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
434 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
435 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
436 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
437 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
438 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the
439 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the
440 applicable documents; or

441 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before
442 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

443 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
444 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
445 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
446 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
447 laws and governmental regulations concerning land use, development and environmental matters.

448 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
449 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**
450 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**
451 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**
452 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**
453 **RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**
454 **GAS OR WATER.**

455 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**
456 **ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**
457 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**
458 **RECORDER.**

459 **8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**
460 **TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**
461 **OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**
462 **OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

463 **8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
464 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**
465 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**
466 **AND GAS CONSERVATION COMMISSION.**

467 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or
468 not covered by the owner's title insurance policy.

469 **8.9. Mineral Rights Review.** Buyer ☐ Does ☒ Does Not have a Right to Terminate if examination of the Mineral
470 Rights is unsatisfactory to Buyer on or before the **Mineral Rights Examination Deadline.**

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

472 ~~**9.1. New ILC or New Survey.** If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC);** or, (2)
473 ☐ **New Survey** in the form of _____; is required and the following will apply:~~

474 ~~**9.1.1. Ordering of New ILC or New Survey.** ☐ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The
475 New ILC or New Survey may also be a previous ILC or survey that is in the above required form, certified and updated as of a date
476 after the date of this Contract.~~

477 ~~**9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before
478 Closing, by: ☐ **Seller** ☐ **Buyer** or:~~

481 ~~**9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of
482 the opinion of title if an Abstract of Title) and _____ will receive a New ILC or New Survey on or before **New**
483 **ILC or New Survey Deadline.**~~

484 ~~**9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to
485 all those who are to receive the New ILC or New Survey.~~

486 ~~**9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New
487 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**
488 **Survey Objection Deadline.** Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
489 Seller incurring any cost for the same.~~

490 ~~**9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey.
491 If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
492 Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:~~

493 ~~**9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or~~

494 ~~**9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
495 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.~~

496 ~~**9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or
497 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
498 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey**
499 **Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such
500 termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).~~

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

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

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

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

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

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

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

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

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

10.6. Due Diligence.

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

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

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

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

10.6.1.4. Other Documents. Other documents and information:

N/A

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

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

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

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

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

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ Does ☒ Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. ☒ There is No Well. Buyer ☐ Does ☐ Does Not acknowledge receipt of a copy of the current well permit.
Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

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

10.10. Lead-Based Paint.

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

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

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

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

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

619 **10.13. Radon Disclosure.** THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT
620 **STRONGLY RECOMMENDS THAT ALL HOME BUYERS HAVE AN INDOOR RADON TEST PERFORMED**
621 **BEFORE PURCHASING RESIDENTIAL REAL PROPERTY AND RECOMMENDS HAVING THE RADON LEVELS**
622 **MITIGATED IF ELEVATED RADON CONCENTRATIONS ARE FOUND. ELEVATED RADON CONCENTRATIONS**
623 **CAN BE REDUCED BY A RADON MITIGATION PROFESSIONAL.**

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

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

634 **11. TENANT ESTOPPEL STATEMENTS. [Intentionally Deleted]**

635

CLOSING PROVISIONS

636 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

637 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
638 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
639 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
640 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
641 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
642 Seller will sign and complete all customary or reasonably required documents at or before Closing.

643 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions ☐ Are ☒ Are Not executed with
644 this Contract.

645 **12.3. Closing.** Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
646 the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to
647 Buyer. The hour and place of Closing will be as designated by mutual agreement of the parties.

648 **12.4. Disclosure of Settlement Costs.** Buyer and Seller acknowledge that costs, quality and extent of service vary between
649 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

650 **12.5. Assignment of Leases.** Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer
651 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such
652 leases for the Leased Items accepted by Buyer pursuant to § 2.5.7. (Leased Items).

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

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

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

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

666 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
667 to be paid at Closing, except as otherwise provided herein. However, if Buyer's loan specified in §4.5.3. (Loan Limitations) prohibits
668 Buyer from paying for any of the fees contained in this Section, the fees will be paid for by Seller.

669 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller
670 ☒ One-Half by Buyer and One-Half by Seller ☐ Other _____.

671 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to
672 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
673 associated with or specified in the Status Letter will be paid as follows:

674 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by ☐ Buyer
675 ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

676 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by ☐ Buyer ☒ Seller ☐ One-Half by Buyer
677 and One-Half by Seller ☐ N/A.

678 **15.3.3. Assessments, Reserves or Working Capital.** All assessments required to be paid in advance (other than
679 Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid
680 by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

681 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐
682 Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

683 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by
684 Buyer and One-Half by Seller ☒ N/A.

685 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
686 ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

687 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,
688 such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☒ Seller
689 ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

690 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
691 \$_____ for:

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

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

695 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be
696 paid by ☒ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

697 **15.9. FIRPTA and Colorado Withholding.**

698 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
699 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
700 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign
701 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign
702 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
703 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
704 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
705 if an exemption exists.

706 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
707 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
708 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
709 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
710 tax advisor to determine if withholding applies or if an exemption exists.

711 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

712 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

713 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes
714 for the year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ☒ **Most Recent Mill Levy**
715 **and Most Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled
716 veteran exemption or ☐ **Other** _____.

717 **16.1.2. Rents.** Rents based on ☐ **Rents Actually Received** ☒ **Accrued**. At Closing, Seller will transfer or credit
718 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in
719 writing of such transfer and of the transferee's name and address.

720 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and _____.

721 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

722 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
723 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance
724 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer
725 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special
726 assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ Buyer ☒ Seller. Except however, any

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

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

733 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally
734 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$1,000 per day (or any part of a day notwithstanding
735 § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

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

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

739

GENERAL PROVISIONS

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

743 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
744 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the
745 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
746 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on
747 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect
748 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
749 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
750 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
751 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
752 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's
753 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
754 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
755 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

756 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
757 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
758 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
759 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or
760 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
761 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
762 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the
763 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
764 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
765 Closing.

766 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
767 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
768 action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's
769 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
770 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
771 of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

772 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
773 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

774 **18.5. Home Warranty.** Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be
775 purchased and may cover the repair or replacement of such Inclusions.

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

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

783
784 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
785 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
786 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party
787 has the following remedies:

788 **20.1. If Buyer is in Default:**

789 ☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
790 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the Parties agree the
791 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat
792 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

793 **20.1.2. Liquidated Damages, Applicable.** This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may
794 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that
795 the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is
796 fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to
797 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

798 **20.2. If Seller is in Default:**

799 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case
800 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
801 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after
802 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance
803 or damages, or both.

804 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to
805 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or
806 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such
807 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this
808 Contract are reserved and survive Closing.

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

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

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

832 **24. TERMINATION.**

833 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
834 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
835 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or

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

838 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely
839 returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

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

846 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

847 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
848 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
849 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
850 must be received by the party, not Broker or Brokerage Firm).

851 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
852 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
853 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not
854 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or N/A.

855 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
856 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
857 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

858 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
859 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
860 located in Colorado.

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

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

ADDITIONAL PROVISIONS AND ATTACHMENTS

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

873
874 29.1. Town Council Approval: This Contract requires and is contingent upon the approval and ratification of the Contract by
875 Town Council of the Town of Snowmass Village in accordance with the Town Charter. Closing is contingent Town
876 Council approval of a supplemental appropriation for the purchase.

877
878 29.2. Seller Authority. Seller has taken all necessary action to authorize the execution, delivery and performance of this Contract
879 and has the power and authority to execute, deliver and perform this contract and consummate the transaction contemplated
880 hereby. The person signing this contract on behalf of Seller is authorized to do so. Assuming this Contract has been duly
881 authorized, executed and delivered by the other party to this Contract, this Contract and all obligations of Seller hereunder
882 are the legal, valid and binding obligations of Seller, enforceable in accordance with the terms of this Contract.

883
884 29.3. No Brokers: Each party represents to the other that they have incurred no obligation to a realtor or real estate broker for
885 services rendered in connection with this Contract or the Property and that no brokers or other intermediaries are entitled
886 to receive brokerage commission or fees or other compensation out of or with respect to the sale of the Property.
887

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

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

30. OTHER DOCUMENTS.

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

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

N/A

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

N/A

SIGNATURES

Buyer's Name: Town of Snowmass Village, Colorado

Buyer's Name: _____

Clint Kinney, Town Manager	Date
Address: <u>130 Kearns Road</u>	
<u>Snowmass Village, CO 81615</u>	
Phone No.: <u>970-923-3777</u>	
Fax No.: _____	
Email Address: <u>kinney@tosv.com</u>	

Buyer's Signature	Date
Address: _____	
Phone No.: _____	
Fax No.: _____	
Email Address: _____	

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

Seller's Name: Aspen School District No. 1 RE

Seller's Name: _____

Seller's Signature	Date
Address: <u>0235 High School Road</u>	
<u>Aspen, CO 81611</u>	
Phone No.: <u>970-832-3210</u>	
Fax No.: _____	
Email Address: <u>jwaneka@aspenk12.net</u>	

Seller's Signature	Date
Address: _____	
Phone No.: _____	
Fax No.: _____	
Email Address: _____	

END OF CONTRACT TO BUY AND SELL REAL ESTATE

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

~~A. Broker Working With Buyer~~

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

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

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

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

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

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

Broker's Signature

Date

Address: _____

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

B. — Broker Working with Seller

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

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

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

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

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

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

Broker's Signature

Date

Address:

Phone No.:

Fax No.:

Email Address:

909

**TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL**

**RESOLUTION NO. 30
SERIES OF 2024**

**A RESOLUTION APPROVING A CONTRACT TO BUY AND SELL REAL
ESTATE FOR THE TOWN'S PURCHASE OF PROPERTY LOCATED AT
35 CAMPGROUND LANE UNIT C5**

RECITALS

- A. The Town of Snowmass Village, Colorado ("TOSV" or the "Town") is a home-rule municipality organized under Article XX of the Colorado Constitution and with the authority of the Town of Snowmass Village Home Rule Charter (the "Charter").
- B. Sections 1.2 and 1.4 of the Charter authorize the Town Council to purchase real property.
- C. Aspen School District No. 1 (RE) ("ASD") owns three units in the Willows Condominiums and wishes to sell Unit C5 at 35 Campground Lane (the "Property") to TOSV.
- D. Accordingly, TOSV wishes to purchase the Property, as set forth in the Contract to Buy and Sell Real Estate dated November 25, 2024, attached hereto as **Exhibit A** (the "Real Estate Contract"). The Property will continue to be part of TOSV affordable housing program and will be leased to a qualified tenant pursuant to the Permanent Moderate Housing Regulations.
- E. The Town Council finds and determines that it is in the best interests of the Town to approve this Resolution and purchase the Property as set forth in the Real Estate Contract. The Town Council finds and determines that this Resolution is reasonable and necessary to promote the legitimate public purposes of public health, safety, and welfare.

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

- 1. Recitals. The foregoing recitals are incorporated herein as findings of the Town Council.
- 2. Real Estate Contract – 35 Campground Lane Unit C5. The Town Council hereby approves the Real Estate Contract for the purchase of the Property, attached hereto as **Exhibit A**, and ratifies the Town Manager's execution thereof and any amendments thereto. The Town Council hereby approves the purchase of the Property pursuant to the Real Estate Contract approved by this Resolution and

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

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

INTRODUCED, READ AND ADOPTED by the Town Council of the Town of Snowmass Village, Colorado on the ____ day of _____, 2024, by a motion made by Council Member _____ seconded by Council Member _____, and by a vote of ____ in favor and ____ opposed.

TOWN OF SNOWMASS VILLAGE

Alyssa Shenk, Mayor

ATTEST:

Megan Harris Boucher, Town Clerk

APPROVED AS TO FORM:

Jeff Conklin, Town Attorney

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

December 2, 2024

AGENDA ITEM:

Resolution No. 31, Series of 2024 – A Resolution Approving an Easement Agreement with the Owners of the Snowmass Club Property for a Sewer Line.

PRESENTED BY:

Jeff Conklin, Town Attorney
Mike Horvath, Town Engineer

BACKGROUND:

As part of the redevelopment of the Little Red Schoolhouse property, the Town needs to replace the existing sewer service line that serves the Little Red property. The sewer service line extends from the Little Red property across Owl Creek Road and across a portion of the Snowmass Club property where it connects with the Snowmass Water and Sanitation District (“the District”) main. There is not an express easement for the sewer line.

Accordingly, the Town wishes to acquire a utility easement from the owners of the Snowmass Club property to replace and locate a sewer service line that serves the Little Red property. This Resolution approves an Easement Agreement for the sewer service line. The Town wishes to acquire this easement now so that it is in a position to proceed with the sewer line replacement when the Little Red project moves forward.

The following plan identifies the sewer service line location as “SS.”



FINANCIAL IMPACT:

N/A

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

N/A

COUNCIL OPTIONS:

Approve the Resolution approving the Easement Agreement

OR

Deny the Resolution approving the Easement Agreement.

STAFF RECOMMENDATION:

Town Staff recommends that Town Council make a motion to approve Resolution No. 31, Series of 2024, A Resolution Approving an Easement Agreement with the Owners of the Snowmass Club Property for a Sewer Line.

ATTACHMENTS:

Resolution No. 31, Series of 2024
Easement Agreement

**TOWN OF SNOWMASS VILLAGE
TOWN COUNCIL**

**RESOLUTION NO. 31
SERIES OF 2024**

**A RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH THE
OWNERS OF THE SNOWMASS CLUB PROPERTY FOR A SEWER LINE**

RECITALS

- A. The Town of Snowmass Village, Colorado (“TOSV” or the “Town”) is a home-rule municipality organized under Article XX of the Colorado Constitution and with the authority of the Town of Snowmass Village Home Rule Charter (the “Charter”).
- B. Section 1.4 of the Charter authorizes the Town Council to acquire interests in real property.
- C. As part of the redevelopment of the Little Red Schoolhouse property, the Town needs to replace the existing sewer service line that serves the Little Red property. The sewer service line extends from the Little Red property across Owl Creek Road and across a portion of the Snowmass Club property where it connects with the Snowmass Water and Sanitation District (the “District”) main. There is not an express easement for the sewer line.
- D. Accordingly, the Town wishes to acquire a utility easement from the owners of the Snowmass Club property to replace and locate a sewer service line serving the Little Red property, as set forth in **Exhibit A** hereto (the “Easement Agreement”).
- E. The Town Council finds and determines that it is in the best interests of the Town to approve this Resolution and the Easement Agreement. The Town Council finds and determines that this Resolution is reasonable and necessary to promote the legitimate public purposes of public health, safety, and welfare.

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

- 1. Recitals. The foregoing recitals are incorporated herein as findings of the Town Council.
- 2. Easement Agreement – Snowmass Club. The Town Council hereby approves the Easement Agreement in substantially the same form as set forth in **Exhibit A**, as determined to be satisfactory to the Town Attorney, and authorizes the Mayor or Town Manager to execute the same.
- 3. Ratification of Actions. All actions heretofore taken, not inconsistent with the

provisions of this Resolution, by the Town Council and the officers, agents, and employees of the Town relating to the subject matter of this Resolution, are hereby ratified, approved, and confirmed.

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

INTRODUCED, READ AND ADOPTED by the Town Council of the Town of Snowmass Village, Colorado on the 2nd day of December, 2024, by a motion made by Council Member _____ seconded by Council Member _____, and by a vote of ____ in favor and ____ opposed.

TOWN OF SNOWMASS VILLAGE

Alyssa Shenk, Mayor

ATTEST:

Megan Harris Boucher, Town Clerk

APPROVED AS TO FORM:

Jeff Conklin, Town Attorney

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made and entered as of the date of the last signature hereto (the “Effective Date”), by and between WOODMONT PROPERTIES AT BRIDGEWATER, LLC, a New Jersey limited liability company (“Woodmont”), ABA INVESTORS, LLC, a Colorado limited liability company (“ABA”), SNOWMASS CLUB, LLC, a Delaware limited liability company (“Club”), and SNOWMASS CLUB INVESTORS, LLC a Colorado limited liability company (“Investors”) on the one hand (collectively, “Grantor”) and the TOWN OF SNOWMASS VILLAGE, COLORADO, a Colorado home-rule municipal corporation (the “Town” or “Grantee”) on the other. Grantor and the Town shall be collectively referred to herein as “Parties.”

RECITALS

- A. Grantor owns property described on **Exhibit A** (the “Grantor Property”).
- B. The Town owns real property described on **Exhibit B** (the “Town Property”).
- C. The Town wishes to acquire a utility easement to replace and locate an underground sewer line serving the Town Property (the “Sewer Line”) in that area depicted on **Exhibit C** (the “Easement Area”), which Grantor agrees to grant as set forth in this Agreement.
- D. The Parties wish to otherwise set forth and memorialize the terms of such easement and agreements herein.

AGREEMENT

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

- 1. Recitals. The foregoing recitals are incorporated by reference herein.
- 2. Utility Easement – Grantor to the Town. Grantor hereby grants and conveys to the Town a non-exclusive, permanent easement over, upon, under, across, and through the Easement Area for the purpose of: installation, construction, location, operation, maintenance, repair, replacement, reconstruction, and use of the Sewer Line and related Town utility infrastructure, including access thereto (the “Easement”), subject to the following terms and conditions:
 - a. Notice of Installation Work. For the initial installation of the Sewer Line, the Town shall provide Grantor reasonable advance notice of work times for the project.

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

Page 1 of 14

- b. Use of Easement Area. The Parties covenant and agree to do nothing which would prevent or hinder the other Party from access to and use of the Easement Area for the purposes for which the Easement is granted. Grantor retains the right to use and enjoy the Easement Area, to the extent such use does not unreasonably interfere with the Easement and/or the rights related thereto as granted to the Town under this Agreement.
 - c. Reserved Rights. Grantor reserves the right to use the Grantor Property for any purposes that do not unreasonably interfere with the Town's use of the Easement granted herein. Grantor further reserves the right to grant additional easements or other rights to third parties over, under, and upon the Grantor Property on the condition that such easements or other rights do not unreasonably interfere with the Town's use of the Easement for the purposes set forth herein.
 - d. Remediation. Upon installation of the Sewer Line, at the Town's sole expense, the Town shall remediate, repair, restore, and reseed any disturbed area of the Easement Area to a condition similar to the remainder of the Grantor Property, approved by Grantor in its reasonable discretion..
 - e. Damage to Grantor Property. Any damage to Grantor Property as a result of the Town's exercise of its Easement rights shall be promptly repaired by the Town to a condition that existed prior to the Town's exercise of the Easement rights.
 - f. Warranty of Title. Grantor represents and warrants that Grantor has good title to the Grantor Property, free and clear of any encumbrances that would affect this Agreement. This Agreement is made subject to any existing easements, reservations, restrictions or rights of way.
 - g. No Liens. Grantee shall keep the Easement Area free and clear of any mechanics' or materialman's liens for labor performed or material furnished within the Easement Area at the instance or request of the Grantee or anyone claiming thereunder.
 - h. As-Built Survey. Upon installation, the Town shall complete an as-built survey of the location of the Sewer Line. In the event the Sewer Line is not completely located in the Easement Area, the Town shall have the right to relocate and reconfigure the Easement Area to correspond to the location of the Sewer Line, provided there are not adverse impacts to Grantor, and upon the approval of Grantor, which approval shall not be unreasonably withheld. In such event, the Parties shall record an amendment to this Agreement with a revised **Exhibit C**.
3. Temporary Construction Easement - Grantor to the Town. Grantor hereby grants and conveys to the Town, a temporary, non-exclusive easement in, upon, and through the area ten feet (10') on each side of the Easement Area including access thereto, for the purpose of excavating, installing, constructing, and locating the Sewer Line (the "Temporary

Construction Easement"). The Town shall remediate, repair, restore, and reseed any disturbed area of the Temporary Construction Easement Area to a condition similar to the remainder of the Grantor Property, including planting native grasses. The Temporary Construction Easement shall automatically terminate upon completion of the installation of such Sewer Line.

4. No Waiver of Governmental Immunity Act or other Protections for a Governmental Entity. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act et seq., C.R.S. § 24-10-101 et seq. as from time to time amended, or any other rights, protections, immunities, defenses or limitations on liability provided by law or any applicable provisions of the Colorado Constitution and other applicable laws or otherwise available to the Town, its subsidiary, associated and/or affiliated entities, successors, or assigns; or its elected officials, employees, agents, and volunteers.
5. Miscellaneous.
 - a. Easement Runs with the Land; Binding on Successors and Assigns; Binding Effect. The provisions of this Agreement, including the benefits and burdens created thereby, shall run with the land and shall be binding upon and inure to the benefit and/or burden of Grantor and Grantee, and their respective heirs, successors, assigns, and personal representatives.
 - b. Entire Agreement; Amendments. This Agreement is the entire agreement of the parties, and neither party has relied on any promises or representations except as expressly described herein. Except as expressly provided herein, this Agreement may only be modified by a writing signed by all Parties.
 - c. Correction Documents. In the event any clerical or other errors are found in this Agreement or any legal descriptions or other exhibits hereto, or in the event any exhibit shall be missing, the parties agree to promptly execute, acknowledge, initial and/or deliver as necessary any documentation in order to correct the erroneous document, description, exhibit or to provide any missing exhibit.
 - d. Severability. Should any portion of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in force and effect.
 - e. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Grantor and the Grantee and their successors and assigns.
 - f. No Waiver. No failure or delay of either party in the exercise of any right or remedy given to such party hereunder or the waiver by any party of any condition hereunder

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

- g. Remedies. Either Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.
- h. Colorado Law. The interpretation, enforcement, or any other matters relative to this Agreement shall be construed and determined in accordance with the laws of the State of Colorado. Any litigation involving this Agreement or its subject matter shall be brought and maintained in the District Court in Pitkin County, Colorado. Each party hereby waives all rights to trial by jury.
- i. Attorneys' Fees; Survival. In the event of any litigation or arbitration between the Parties regarding an alleged breach of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.
- j. Notices. All notices or other communications under this Agreement shall be in writing and shall be deemed to have been given upon personal service; or three (3) days after deposit in the U.S. mail, via registered or certified mail, postage prepaid and return receipt requested; or one day after deposit with an overnight courier service (which obtains a receipt evidencing delivery) and shall be addressed as follows:

To Grantor:

To Grantee:

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

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

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

- l. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one instrument.
- m. Recordation. This Agreement shall be recorded in the public records of Pitkin County, Colorado and shall be deemed to run with the land.
- n. TABOR Savings Clause. Any fiscal or monetary obligations of the Town arising under this Agreement shall always be subject to annual appropriation pursuant to the Town of Snowmass village Municipal Code and Article X, Section 20 of the Colorado Constitution.
- o. Professional Fees. Each party shall pay its own costs and attorney fees incurred in the preparation of this Agreement and any exhibits hereto.
- p. Police Powers Reserved. Nothing in this Agreement waives or is intended to waive the Town's authority to exercise its police powers.

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

~ Signature Pages Follow ~

GRANTOR:

WOODMONT PROPERTIES AT BRIDGEWATER, LLC

Signature: _____

Name: _____

As: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

Witness my hand and official seal.

Notary Public

ABA INVESTORS, LLC

Signature: _____

Name: _____

As: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

Witness my hand and official seal.

Notary Public

SNOWMASS CLUB, LLC

Signature: _____

Name: _____

As: _____

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

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

Witness my hand and official seal.

Notary Public

GRANTEE: TOWN OF SNOWMASS VILLAGE:

By: _____
Alyssa Shenk, Mayor Date

ATTEST:

By: _____
Megan Boucher, Town Clerk

EXHIBIT A
(Grantor Property)

Parcel 10, THE SNOWMASS CLUB PHASE I AND II REPLAT according to the Plat thereof recorded July 24, 2002 in Plat Book 61 at Page 29 as Reception No. 470198, and as amended by AMENDMENT TO PARCEL 10, SNOWMASS CLUB PHASE I AND PHASE II REPLAT recorded January 23, 2018 in Plat Book 120 at Page 89 as Reception No. 644665, County of Pitkin, State of Colorado.

EXHIBIT B
(Grantee Property)

LITTLE RED SCHOOL HOUSE PARCEL 2

BOOK DUL PAGE 122

LEGAL DESCRIPTION

A parcel of land situated in the Northwest one-quarter of Section 6, Township 10 South, Range 85 West of the 6th P.M., described as follows:

Commencing at the Witness Corner to the Southwest Corner of Section 31, Township 9 South, Range 85 West of the 6th P.M.; thence South 22 37 46 West, 1663.09 feet to the Northwest Corner of Parcel 6, The Snowmass Club Subdivision, County of Pitkin, State of Colorado, according to the recorded plat thereof;

thence South 89 24 37 East, 343.02 feet along the Northerly line of said Parcel 6;

thence North 75 21 09 East, 181.91 feet along the Northerly line of said Parcel 6;

thence North 75 21 09 East, 181.91 feet along the Northerly line of said Parcel 6;

thence North 53 07 48 East, 400.00 feet along the Northerly line of said Parcel 6 to the Northeast Corner thereof;

thence South 25 53 40 East, 178.23 feet along the Easterly line of said Parcel 6 to the Southeast Corner thereof;

thence Northeasterly, 123.49 feet along the Southerly line of Parcel 10 in said The Snowmass Club Subdivision and along the arc of a curve concave to the Southeast to a point tangent, said arc having a radius of 761.23 feet, a delta angle of 09 17 40 and being subtended by a chord that bears North 68 45' 10" East, 123.35 feet;

thence North 73 24'00" East, 65.97 feet along the Southerly line of said Parcel 10 to a point of curve to the right;

thence Northeasterly, 144.47 feet along the Southerly line of said Parcel 10 and along the arc of said curve to a point of tangent, said arc having a radius of 1190.97 feet, a delta angle of 06 57 00" and being subtended by a chord that bears North 76 52'30" East, 144.38 feet;

thence North 80 21 00" East, 275.21 feet along the Southerly line of said Parcel 10;

thence North 09 39 00" West, 10.04 feet along the Southerly line of said Parcel 10;

thence North 82 57 06" East, 45.78 feet along the Southerly line of said Parcel 10;

thence South 07 02 54" East, 80.00 feet at right angles to the Southerly line of said Parcel 10 to a point on a line that is 80.00 feet Southerly, as measured at right angles from , and parallel with the Southerly line of said Parcel 10 and the True Point of Beginning;

thence South 07 02'54" East 265.00 feet along the Westerly boundary of said tract;

thence leaving said boundary and continuing South 07 02'54" East 25.00 feet;

thence South 82 57'06" West 130.00 feet;

thence North 07 02'54" West 296.06 feet to the Southerly
right of way line for Owl Creek County Road;
thence North 80 21'00" East 87.49 feet along the Southerly
right of way line for Owl Creek County Road;
thence South 09 39'00" East 10.04 feet along the Southerly
right of way line for Owl Creek County Road;
thence North 82 57'06" East 42.14 feet along the Southerly
right of way line for Owl Creek County Road to the True Point of
Beginning, containing 0.882 acres more or less.

**Exhibit C
(Easement Area)**

[TO BE INSERTED]

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

December 2, 2024

AGENDA ITEM:

Special Review Application - Demolition and Redevelopment of the Ullrhof Restaurant

PRESENTED BY:

Brian McNellis, AICP/MLA, Senior Planner

BACKGROUND:

The Aspen Skiing Company ('applicant') wishes to demolish the existing Ullrhof restaurant and construct a new facility located adjacent to the lower terminal of the Big Burn chairlift on Snowmass Mountain. The applicant intends to build a new and larger restaurant (3 stories at 19,514 square feet plus outdoor patio space) in the same location. These types of projects are allowed by Special Review pursuant to the updated 2024 Snowmass Mountain PUD Guide adopted by the Town of Snowmass Village with Ordinance No. 7 of 2024.

PROCESS:

Section 16A-5-230 – Special Review (a) Purpose, of the municipal Land Use Code states: *"There are certain uses which, because of their unusual character and potential impact upon the use and enjoyment of neighboring property, cannot be classified into a particular district or districts without site specific consideration of their impacts upon neighboring lands and upon the public need for the particular use at the particular location. These uses require special review of their location, design, intensity, density, configuration, operating characteristics and impacts on public facilities, and may require the imposition of appropriate conditions to ensure the use will be compatible at a particular location and mitigates its adverse impacts."*

FINANCIAL IMPACT:

There is no financial obligation to the Town as it pertains to the expansion of the Ullrhof restaurant, but the improvement will result in additional employee generation and the need for mitigation by way of new restricted housing or a cash-in-lieu contribution to offset the impact. A letter of credit for the total cash-in-lieu amount is acceptable to the Town Staff at the time of building permit issuance if additional housing mitigation is not

feasible within 3 years from the issuance of the building permit (see condition No. 3 in draft Resolution No.22– Attachment A).

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

As stated in the 2018 Comprehensive Plan, *‘The Town of Snowmass Village once again re-affirms the community’s aspiration to be the leading multi-season, family oriented, inclusive resort community. We will do this by creating, marketing, and delivering distinctive choices for fun, excitement, challenge, learning, and togetherness. All of this is done amidst our unique natural splendor...as part of a memorable Aspen/Snowmass experience.’*

COUNCIL OPTIONS:

Town Council may approve or deny the application after consideration of Planning Commission Resolution No. 6 of 2024 (Attachment C) and taking public comment.

STAFF RECOMMENDATION:

Staff recommends Town Council approve draft Resolution No. 29 of 2024

ATTACHMENTS:

Attachment A – Draft Resolution No. 29 of 2024

Attachment B – Special Review Land Use Application and Amendment

Attachment C – Revised Site Plan and Architectural Drawings

Attachment D – Approved PC Resolution No. 6 of 2024

Attachment E – PC Staff Report redline (October 16, 2024)

Attachment F – Public Comment

**RESOLUTION NO. 29
SERIES OF 2024**

WHEREAS, in accordance with the Town of Snowmass Village (hereafter ‘Town’) Land Use Code, the Aspen Skiing Company (‘Applicant’) is requesting Special Review pursuant to Sec. 16A-5-230 of the Land Use Code to demolish the existing Ullrhof restaurant and constructing a new restaurant in the same location in accordance with the 2022 Mountain Master Plan; and

WHEREAS, the Town of Snowmass Village approved an updated the Snowmass Mountain PUD Guide in accordance with Ordinance No. 7 of 2024 which specified the expansion and redevelopment of on-mountain restaurants (including the Ullrhof) with Special Review approval; and

WHEREAS, the Planning Commission reviewed the Special Review application at a public meeting on October 16, 2024 to consider the proposal and recommendations from Town staff and referral agencies, a recommendation of approval was adopted; and

WHEREAS, the Town Council reviewed the Special Review application at a publicly noticed hearing on December 2, 2024 to consider the proposal and the affirmative recommendation by the Planning Commission in accordance with their approved and adopted Resolution No. 6 of 2024.

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

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

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application on October 16, 2024 to consider the proposal in accordance with the responsibilities and procedures prescribed in the Municipal Code Section 16A-5-230(c)(4), '*Action by Decision-Making Body*'.

4) **Requirements:** Subject to the recommendations in Section Three of this Resolution, it was found the land use application follows the Review Standards established in Section 16A-5-230 of the Land Use Code as follows:

- A. Consistent with Comprehensive Plan. The proposed use shall be consistent with the intent of the Town of Snowmass Village Comprehensive Plan.
- B. Comply with standards of Development Code. The proposed use shall comply with all other applicable standards of this Development Code, including, but not limited to:
 - 1) Zone district standards. The purpose of the zone district in which it is located, the dimensional limitations of that zone district and any standards applicable to the particular use, all as specified in Article III, Zone Districts.
 - 2) Development evaluation standards. The applicable standards specified in Article IV, Development Evaluation Standards.
- C. Compatible. The proposed use shall be appropriate to its proposed location and be compatible with the character of surrounding land uses in the area and shall not adversely affect the future development of the surrounding area.
- D. Adequacy of access. Access to the site shall be adequate for the proposed use, considering the width of adjacent streets, their grades, intersection safety, visibility, and entrance into the area to be developed. When appropriate, public transportation, or other public or private transportation services, and appropriate pedestrian facilities, shall be made available to serve the use.
- E. Design minimizes adverse impact. The design and operation of the proposed use shall minimize adverse impacts and shall not create a nuisance, considering such impacts as traffic congestion or traffic hazards, service delivery, parking and loading, trash removal, odors, noise, glare and vibration.
- F. Design minimizes environmental impact. The proposed use shall minimize environmental impacts and shall not cause significant deterioration of water and air resources, wildlife habitat, scenic resources and other natural resources.

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

H. Parking. Sufficient off-street parking shall be provided for the proposed use.

4) Employee Generation: The Town Council affirms the proposal generates a need for additional employee housing in accordance with Division 4 – Standards for Restricted Housing of the Land Use and Development Code. Additional commercial square footage associated with the expansion of the Ullrhof shall be mitigated at a rate of 3.59 employees per 1,000 interior square feet as measured pursuant to Section 16A-3-210 of the Code.

Section Two: Action. Pursuant to the findings stated in Section One of this Resolution, the Town Council approves the Aspen Skiing Company's Special Review application by Resolution. This approval is subject to the conditions in Section Three below.

Section Three: Conditions. The Applicant shall comply with and implement the following conditions of the Special Review:

- (1) The Applicant shall submit for a Building Permit and receive approval thereof prior to construction. The building permit shall include a construction management plan that addresses storm water management, dewatering, run-off management, and fugitive dust control.
- (2) The Applicant shall continue to work with the Roaring Fork Fire District to assure that appropriate building specifications and fire suppression will be met as part of any building permit submittal.
- (3) The Applicant shall mitigate for the employee generation associated with new development as represented in the Architectural Plans (see Exhibit A) for **23.301** employees (not housed in the on-site caretaker units). The applicant shall either provide the mitigation as "built" units acceptable to the Housing Department and deed restricted in accordance with Table 4-6 of the Land Use Code or in the form of a cash fee-in-lieu equaling \$500,000 per employee = **\$11.65** million paid at time of building permit issuance. A letter of credit for the said amount is acceptable to the Town in lieu of a cash payment at the time of building permit issuance for the restaurant which can be redeemed if

additional housing mitigation is not provided within 3 years from the issuance of the building permit.

- (4) The Applicant shall continue to work with the USFS to appropriately mitigate the removal of vegetation as needed for the proposed redevelopment.
- (5) The Applicant shall prioritize the reuse of serving ware for the restaurant and minimize the amount of landfill waste as part of its operations.
- (6) The new facility shall prioritize the use of natural and neutral tone exterior materials to allow the building to blend with the surroundings of the mountain landscape.
- (7) This approval in no way modifies the agreement for activities allowed at the Ullrhof restaurant as specified in the 2024 Snowmass Mountain PUD Guide.

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

INTRODUCED, READ, AND APPROVED by the Town Council of Snowmass Village on December 2nd, 2024, upon a motion by Council Member_____, the second of Council Member_____, and was approved unanimously by a vote of ___ in favor and ___ against.

TOWN OF SNOWMASS VILLAGE,
TOWN COUNCIL

Alyssa Shenk, Mayor

ATTEST:

Magan Harris Boucher, Town Clerk

Exhibits:

- A. Employee Generation Calculations
- B. Architectural and Site Plans

September 4, 2024

Dave Shinneman and Brian McNellis
Community Development Director and Senior Planner
TOSV Community Development
130 Kearns Road
Snowmass Village, CO 81615

Re: Special Review Application- Ullrhof Restaurant

Dear Dave and Brian,

Please find attached Aspen Skiing Company's (ASC) application materials for the Special Review application to redevelop and expand the Ullrhof Restaurant on Snowmass Ski area. The project proposes to fully demolish the existing structure and construct a new, three-story restaurant facility. The application is consistent with the 2024 Snowmass Mountain Master Development Plan (SM MDP) and our formal pre-application conference held August 8, 2024. The proposed project, located on land leased from the USFS, is further described in this application and exhibits. Pending all required governmental approvals, ASC intends to start construction in April 2025.

In preparing this application, we have followed the content requirements as noted in Section 16A-5-230 of the Town of Snowmass Village Municipal code and as listed in the Special Review application. Please find the attached information or note the following:

1. Special review application- including name, address and contact information
2. Record of Pre-application meeting
3. Disclosure of Ownership + Letter of Authorization
4. Vicinity map- attached
5. Existing Conditions Survey
6. Site Plan, Landscape and Architectural floor plans/Elevations to further describe the project
7. Exhibit A: Floor area calculations and plan diagrams
8. Development Application fee agreement- a check will be remitted to the Town in the amount of \$2,000 for the initial processing of the application

Facility History:

The Ullrhof is an existing on-mountain food and beverage facility located in the Big Burn pod on Snowmass Mountain. As noted, it operates on land ASC leases from the USFS as such there is no Parcel ID. The legal description is Township 10S, Range 86W Section 11. The site is zoned SKI-REC and surrounded by the property with the same designation. The facility, which has been in place since the late 1960's, operates as a quick serve cafeteria for roughly 225 guests inside and an additional 100+ outside. It is heavily utilized by skiing guests in the winter and frequently operates at capacity during peak periods. The facility is accessible in the winter over

snow only. Historically, it has not been used during summer months or for special events, though it is approved for such use under the SM MDP. The restaurant operates as Ski-Related Commercial facility and within the following allowable uses as noted in the current Mountain PUD guide:

Activities and Uses Allowed All Year:

Use 26. Operation of the mountain restaurants

Following our pre-application review of the project on August 8, 2024, TOSV Planning Staff and ASC agreed that the project as proposed would fall under an *Activity and Uses Allowed subject to Special Review*. Per the PUD guide, certain modifications requiring a Special Review process may require a concurrent PUD Amendment. In this case, the project is consistent with the recently approved 2024 SM MDP and PUD amendment. Should the Project be approved and proceed, the Applicant will work with Staff to determine the process to update Table 1 – Ski Related Commercial Facilities to reflect this Project.

Project Purpose:

During the Master Plan process, ASC outlined the seating shortage which currently exists on Snowmass Ski area, specifically calling out a need for seating on the west side of the mountain. The shortage was identified in a 2020 SE Group report commissioned by ASC to study existing Mountain food and beverage facilities. SE Group also demonstrated how this shortage would grow alongside implementation of Master Plan improvements and associated added skier volume. The report concluded Snowmass was short roughly 500-650 seats, at that time, to ideally distribute guests across the mountain. The shortage is particularly acute during peak periods and at the facilities located within our most popular ski terrain. The proposed new, larger facility will provide a measurable increase in seating for guests skiing the Big Burn pod - an area that can see over 3,000 skiers on the mountain during the lunch period due to the popular intermediate terrain served by the Big Burn and Sheer Bliss lifts.

In addition to an acute shortage of seating on the mountain, staffing has been a challenge at our on-mountain restaurants, particularly facilities which are only accessed via skiing or snowboarding. Hiring capable culinary staff, who can also safely reach the restaurant, is a challenge year after year, as is providing housing for these employees. This facility was designed to uniquely embrace technology to efficiently utilize staff while enhancing the guest experience. Since COVID, the world has grown used to ordering food via an app or kiosk which does not require face to face contact. This restaurant is designed with this operational model in mind. In addition to efficiently utilizing staff, this model provides our guests with an alternative to the cafeteria experience typical in the ski area.

Finally, the facility was constructed originally in 1969 and is outdated and at the end of its useful life. The facility is not energy efficient, nor was the structure built to facilitate a practical expansion based on current snow and building codes. The current guest and employee experiences have deteriorated as the building has aged and are sub-par to our other mountain dining facilities. This often leads to overutilization of newer facilities such as Elk Camp Restaurant and High Alpine, leading to a crowded and less than ideal guest experience- further exacerbating the seat shortage.

Project Specific Description:

The project scope includes the following scope of work, further described in the attached materials:

- Demolition of the existing structure
- Replacement, upgrade or removal of utilities to serve the new facility, specifically:
 - New electrical service for the planned all-electric facility
 - Installation of new water tanks and a water line to serve both the expanded facility and allow the installation of a code required fire sprinkler system
 - Installation of a new grease trap and sewer line, tied to the existing SWSD main already in place
 - Installation of new fiber services to support the technological goals of the facility
 - Removal of gas service in support of the all-electric facility
- Construction of a new, energy efficient building over three levels is described as follows:
 - The lowest level will be service only, no guest access. The restaurant will be accessed via the existing service road which provides for deliveries at the current building
 - The second level will contain the bulk of the seating and will be accessed most frequently by guests skiing Max Park – in similar fashion to the existing Ullrhof access
 - The upper level will contain the bar and additional restaurant seating. It can be accessed from the main level, via the elevator or stairs, or guests can ski directly to this level from the Lunch Line catwalk trail. This improved access, along with the new, out-of-base Coney Express, will allow lower-level intermediate skiers to easily access the facility, helping to distribute lunchtime traffic across the mountain.
- A total of ~600-700 interior and exterior seats will be provided. This expansion in seating is consistent with the project as described in the SMMDP (which noted an added 250-500 seats to the existing 250).
- Two caretaker units are planned for on the lower level. These units will in part satisfy a portion of the required employee mitigation, while offering an added layer of oversight on the building during non-operational times.

The facility is proposed over three levels, two of which will be accessible to guests, while the lowest level will house operational space only. The building, while taller than the current facility, is within the allowable height limitation for certain on-mountain facilities of 65' as established in the PUD guide. In total, the Project proposes to construct roughly 35,000 gross SF, 19,955 SF of which is considered "Floor Area" per the TOSV Municipal Code.

The additional height of the new structure is in part tied to the required floor to floor separation needed for modern mechanical equipment and structure. The third floor adds height too, but as noted, facilitates easier ski in/ski out access for guests approaching the restaurant from the Lunch Line Catwalk. While the impact of this additional height will be visible to skiing guests in the Burn area, designing the building vertically limits the footprint of the building and expands the facility to meet guest demand within a more limited disturbance area. The overall footprint of the structure was important to limit. A similarly sized, lower scale building would have generated a larger footprint thereby significantly impacting the skiing experience, potentially causing an unsafe traffic pattern in a congested area with the Big Burn lift just downhill of the structure.

The proposed design anchors the building into the hillside and takes advantage of the significant change in

elevation which occurs on the site from west to east. As such, three levels of building will only be readily visible on the northeast corner of the structure. Trees are proposed on this corner of the building to screen the overall height of the facility and the back of house functions in this area. Building materials have been selected to be complimentary of the natural setting and avoid causing glare. The building has a traditional design. The primary structural members are timber, with accents of stone and other materials selected for use in this mountain environment.

The building is currently under review by the USFS per their Facility Design Review Standards, known as the Built Environment Image Guide. Forest Service staff and consultants will evaluate the building to ensure it is consistent and compatible with facilities in the White River National Forest. Ultimately, the goal is to arrive at a facility which is complimentary and respectful of the natural environment, while enhancing the experience for guests of Aspen Snowmass and the Forest. This ongoing process will likely result in updates and enhancements to the drawings contained with this application. Concurrently, the Forest is conducting their standard environmental review which is cursory in nature due to the existing condition of the site as previously disturbed. We expect both these processes to wrap up in by the end of 2024.

The interior improvements will be designed in compliance with The Americans for Disabilities Act and The Architectural Barriers Act requirements as per the USFS. A guest elevator will connect the two guest facing levels, while a back of house elevator will provide full accessibility to staff. The exterior spaces will be accessed directly from snow elevation in the winter. Summer access, when applicable, will be provided with a combination of stairs and temporary ramps to account for the elevation drop provided for snow management.

Review Standards:

1. Consistent with the Comprehensive Plan:

The Snowmass Mountain Development Plan is a document that outlines a long-term vision for the Snowmass Ski Area, and updates to the Plan are reviewed for consistency and alignment with the most recent, currently 2018 TOSV Comprehensive Plan.

Relative to consistency with the 2018 TOSV Comprehensive Plan, the proposed enhancements align with the Snowmass Village aspiration to “be the leading multi-season, family-oriented inclusive resort community. We will do this by creating, marketing, and delivering distinctive choices for fun, excitement, challenge, learning, and togetherness. All this is done amidst our unique, natural splendor...as part of a memorable Aspen/Snowmass experience.”

The reimagined Ullrhof restaurant seeks to keep the warmth, friendliness and generational history the facility is known for and elevate the experience to be consistent with Aspen Snowmass. The new facility will welcome guests and allow for the creation of memories for the next 50 years of Snowmass. The building is sited to take advantage of the views out to the Granite Cliffs and beyond to Independence Pass- highlighting the beauty of Snowmass and the Brush Creek Valley.

The proposed enhancements are consistent with the approved 2024 Snowmass Mountain Master Development Plan and PUD Amendment recently approved by the Town. Section VI-20 and VI-23 of the 2024 SM MDP references proposed upgrades to food service, seating and facilities. Within this text, the improvements are described as follows:

VI-20: The Ullrhof Restaurant will be expanded and redeveloped, as additional seating on the west side of the mountain has been identified as a need. Ullrhof was determined the best location to add seats in this area. Some of the existing structure would be used in the design** with the expansion extending to the west by approximately 28,000 SF. A third level will be added with an entry from the trail occurring upslope of the existing structure and the restaurant will expand out over the deck on the first and second levels. This will add an additional 250 to 500 seats.

VI-23: The (Ullrhof) Restaurant will be upgraded to reflect current standards of access, appearance and functionality

** Since the drafting of this master plan, further analysis and engineering on the existing structure deemed the building unsuitable to remain in place in a future renovation.

2. Comply with standards of the development code

a. Zone District Standards:

- (i.) Use: The site is located on land zoned “REC” by the Town and is within the Snowmass Mountain PUD. The existing uses and proposed modifications are consistent with the “REC” zone district and Ski Related Commercial Facilities as described in the Mountain PUD Guide.
- (ii.) Maximum Amount of Building: The currently adopted 2024 Snowmass Mountain PUD Guide establishes a maximum limitation for “new development/ re-development since the Ordinance 9-94 approval” for Commercial Space of 120,000 SF. Table 1 of the adopted 2024 Snowmass Mountain PUD Guide lists 62,122 SF of total built square footage thus leaving a total remaining amount of 57,878 SF. Upon completion of the project, the Applicant will work with Town Staff to determine the process to update the Table to reflect the new, as-built conditions.
- (iii.) Height: The 2024 Snowmass Mountain PUD Guide states that maximum building height is to be 65 feet for mountain restaurant areas. The proposed maximum building height is 64’11 as measured at the tallest point from the proposed grade at the service road to the peak of the main gable roof. There is one specific, Non-structural area which exceeds this 65’0 limit on the roof over the exterior upper-level deck. The design team has proposed a skylight to provide more natural light to the open deck area below. The skylight exceeds the height limit by

approximately 7" for 25' length. The applicant would request this skylight be treated like a chimney which per Sec. 16A-3-210.a is allowed to extend a maximum of 2' above the height limit. The skylight is visible on the attached drawings on sheets A2.03, A3.01 and A3.02.

b. Development Evaluation Standards

16A-4-20 Sensitive Wildlife habitat Areas: The site is not shown on the sensitive wildlife habitat areas as illustrated in Comprehensive Plan maps. In reviewing the CPW Species activity map, the site is not shown as a sensitive area for elk, mule deer or bighorn sheep, nor is any mapping of nest activity shown.

16A-4-30 Brush Creek Impact Area: The site is not in the Brush Creek impact area as illustrated in the Comprehensive plan maps.

16A-4-40 Floodplain and wetland areas: The site is not in a flood plain or wetland area.

16A-4-50 Geological Hazard areas: The disturbance area does not impact areas of geological hazard. The site does include steep slope areas as noted on the Slope Analysis included in the attached drawings. Many of the steep slope areas were manmade in the construction of the existing service road and building. In the new configuration, the west side of the building foundation will act as retaining for the grade from the service road to the new Level 2 entrance. As is standard with projects on the mountain, the revegetation of the steep slope areas will be completed to minimize erosion as vegetation is re-established. If desired, the Applicant can provide soils information from HP Kumar.

The project is not in a ridgeline protection area defined in Section 16A-4-50. f of TOSV Code. Exterior lighting will be selected to meet the code requirements for exterior lighting as noted in TOSV Code section 18.271

Sec 16A-4-210 Streets and related improvements: This provision is not applicable to this project.

Sec 16A-4-220 Public Trails: The scope of the project does not propose any meaningful changes to access. In the winter, the facility is only accessible via skiing or snowboarding. This is not expected to change. The traditional uphill travel routes do not bring guests directly to the Ullrhof. While mass transit access is not applicable to this project, the site is accessible via hiking or biking in the summer. The existing Cross Mountain Bike Trail will be re-routed in this project's scope due to the building's revised footprint. The exact alignment is under review and discussion with the USFS.

Sec 16A-4-230 Water supply, sewage disposal, solid waste disposal and utilities: Plans to continue and expand water, sewage and electrical service are described further in Section 7, Facilities below and as shown on Civil sheet C1

Solid waste will continue to be removed daily via snow cat. Trash, compost and recycling will continue to be transported to the existing receiving facility at the Divide. The operation will utilize a mix of reusable and compostable to serve food and drink items. A portion of the compostable products will be processed on site. Ullrhof will be the first facility wherein ASC installs a bio-digester. These units can accept all food waste, which traditionally might be transported as compost. The bio digester can process upwards of 800 pounds of food daily, with the only waste being clean water. We expect the capacity will allow for all restaurant food – both back of house and dining room- to be processed in this way. This will substantially cut back on food waste which needs to be transported off the mountain.

In respect to the reusable service items, the design of the facility assumes a cold-water feed only dishwashing machine. These units are designed to pre-heat water, when necessary, in the specific quantity needed only for the dishwasher. Once running, they utilize waste heat generated from the washing process to pre-heat the next cycle. These machines significantly reduce overall hot water heating energy.

All utilities outside of the elements noted in exception 2 (e.g. meters, transformers) will be placed underground as required. Gas service will be abandoned with no new service to the building.

Section 16A-4-240 Fire Protection: The facility is accessible by emergency services in summer conditions via the Sam's Knob work road. This access will remain.

The building is not accessible by firefighting services in the winter conditions as is typical for on-mountain facilities. The new water system, served by roughly 40,000 gallons of water storage, will allow installation of an NFPA-13 compliant fire sprinkler system. The building will also be designed with a fully addressable fire alarm system.

The exterior finish of the new building will meet the Fire Resistive Construction standards as issued by the TOSV Building department. The structure is designed as a Type 3A structure, utilizing fire retardant/treated framing members as required by Code. The exterior finishes will be a mix of stone, metal, cement board and wood in limited cases. The roof will be Class A, asphalt shingle and PVC Membrane.

The USFS and the Applicant's building insurance company will have specific requirements limiting vegetation adjacent to the building. The Applicant will request to meet with the Fire Marshal to review proposed landscaping and vegetation to determine if additional steps can be taken to reduce wildfire risks on the project site.

Sec 16A-4-250 Storm Drainage: Based on the site's on-mountain nature, there is no impact on municipal drainage systems. This said, the project does include work to mitigate drainage around the new improvements. There is seasonal surface and subsurface drainage running through the site during the spring melt. This can be significant depending on snowfall the prior winter. The Soils and Civil engineer will work in tandem to develop a strategy which diverts water away from the building foundation systems.

Section 16A-4-260 Easement Characteristics: Easements may be required with Holy Cross Energy based on the location of the new transformer. Easements will be coordinated per the requirements noted in this Code section.

Section 16A-4-270 Survey Monuments: The restaurant is located within the USFS boundary which is leased by the Applicant. There are no existing monuments available for reference within the survey's extents, nor any adjacent property owners near the project site.

3. Compatible

The proposed project is on land previously disturbed for ski area development and recreational skiing. The proposed use is consistent with the character of the surrounding area as an operational ski area. The project will not adversely affect the future development of the surrounding area.

4. Adequacy of access

There will be no impacts to the summer or winter access to the site. In winter operations, the site is accessed via skiing/snowboarding or snowcat for operational service. The facility is on the existing route of service for delivery of food and pick up of trash etc. It will not require the addition of a snow cat or other on-mtn 'traffic'. Summer road access, via the gate at the top of Wood Road, will not change as part of this project.

5. Design minimizes adverse impact

As noted, the site is previously disturbed and located in an area heavily trafficked by skiers in the winter. While the new facility is larger to meet guest demand, the proposed facility will have less impact than developing a site for a new restaurant at an alternate location.

The site is directly surrounded by skiing terrain on all sides. No other property owners are impacted by the facility, improvements or operations. The building is not on a ridgeline and, while visible to skiing guests, it will not impact scenic vistas or any view planes within the Town.

6. Design minimizes environmental impact

The Applicant is working to construct the larger facility in an environmentally sensitive manner. The facility is designed to meet the 2021 IECC energy code, which exceeds the current TOSV energy code. The building structure prioritizes the use of CLT- cross laminated timber- for the core structural elements. This engineered wood product is more sustainable to produce than steel or concrete. The

contractor is also researching options to pre-cast certain elements of the structure. Both methodologies will limit truck traffic during construction.

The new facilities will be served by electric utilities as part of Aspen Skiing Company's goal to build highly efficient, industry leading all-electric facilities and to remodel existing ones where possible to maximize use of clean power provided by Holy Cross while limiting use of fossil fuels via natural gas. Operationally, we are designing the building's mechanical system to be simple to operate and maintain with the use of electric resistance heating in the main dining spaces. This heat source will require a high performing building envelope to limit the heating load of the space. Glazing will be limited to elevations which provide scenic views and provide solar gain in winter operations. Kitchen exhaust systems will be designed with best practices in mind, particularly with variable speed air flow depending on business levels, to operate this energy intensive, code required system as optimally as possible.

Aspen Skiing Company will continue to utilize employees to sort customer waste to correctly divert items such as food and recyclables. As noted previously, composting of food waste will continue per existing operations- and will be enhanced with the addition of the bio-digester food processor.

As noted, the facility is on a site which has been previously disturbed and seeks to minimize new disturbance areas. Construction of the facility will require the removal of the treed hillside to the west of the facility, however much of the hillside represents a wildfire hazard to the current building. The attached landscape plans propose limited areas of new planting and vegetation to screen key views of the new facility and have been developed with the following in mind:

- **Skier Circulation:** The site once redeveloped, will not have room for significant tree planting while also maintaining open and safe ski pathways to and from the restaurant and to the lift.
- **USFS Tree planting requirements:** USFS would prefer new landscaping to be focused on key areas in limited fashion for screening/beautification of the facility. Typically, when planting trees in large quantities, the USFS would require the use of trees grown at their nursery from their approved seed stock. When planting specifically for screening purposes, they will waive these requirements for trees proposed in limited fashion, with species native to the adjacent forest.
- **Wildfire Hazard:** The Applicant is required to maintain a minimum 10' buffer to any flammable landscaping or native vegetation. In addition, the area within 30' of the structure is required to be clear of undergrowth from trees.

Within one growing season of the project's completion, all areas disturbed as part of the proposed improvements will be revegetated as per standard USFS requirements and practices to ensure the project does not create erosion or drainage issues downstream.

7. Facilities

- **Sewer:** The facility is served by the Snowmass Water and Sanitation District (SWSD) for sewer connections to the mainline in the Sam's Knob work road. The proposed improvements will include upsizing the sewer service line to tie into the existing main. In addition, the grease trap for the restaurant will be replaced with an appropriately sized unit. Tap fees will be due at permit issuance to SWSD for the added seating proposed.
- **Electricity:** Holy Cross Energy is committed to ASC's goal to shift facilities to all electric. The applicant is working with Holy Cross and the electrical engineer to design the upsized service. Capacity exists in the vicinity based on upgrades completed with the recent replacement of the Big Burn Lift. A new transformer will be set on the service road to the north of the new facility.
- **Water:** As noted, a new water line and storage tanks (roughly 36,000 gallons) will be required to provide for the increased facility size and to allow installation of a fire sprinkler system. The design of this system is still in progress. The system will require new (buried) storage tanks either uphill of the restaurant on the Sunnyside Ski run or adjacent to the new restaurant. The latter design will require a fire pump to provide the required pressure for the fire sprinkler system. The two options are being evaluated by the construction and operations team to confirm which solution is constructable and serviceable for the building's life.
- **Gas:** The gas service to the building will be abandoned.
- **Telecommunications:** ASC owned, private fiber will provide connectivity to the new restaurant

8. Parking

In winter conditions, parking is not directly applicable to this ski in/ski out facility as guests and employees access the cabin over snow. The proposed improvements are intended to serve existing winter ski area guests by addressing existing on-mountain F&B seating shortages and are not anticipated to generate new incremental skier visits to Snowmass, thus not impacting the Town's transit or base area parking capacities. The operation will continue to be served by snow cat for deliveries and trash removal. In summer conditions, the existing work road will provide access to operations for maintenance. There will be no access for the public to drive to the site.

Employee Generation:

Individual projects outlined in the Snowmass Ski Area MDP are evaluated for employee generation impacts per Land Use Code Section 16A-4-400 at time of project-specific proposal to the Town. The total floor area applicable to employee generation is 19,955 SF. Based on the proposed operation which does not utilize direct wait service, the restaurant will be classified as "Ski Area- Cafeteria style". Per Section 16A-4-410, table 4-5 this classification will generate 3.59 employees per 1,000 SF of Floor Area. The applicant has calculated the anticipated employee mitigation per the Code, accounting for the allowable replacement credit as described in section e. of the same Code. In total after allowing for the redevelopment credit, the restaurant is required to mitigate for 24 employees. Allowing for the (2) units proposed on site, the project must provide an additional 9,855 SF of housing offsite.

The calculations are summarized as follows:

Ullrhof Employee Mitigation calcs	Value	Calculation
Number of Post development employees	71.6	Floor Area (19,955 SF)/1000 * 3.59 employees
Mitigate for 60%, per 16A.4-410.f	43.0	Post dev Employees x 60% per Code
Number of pre-development employees	27.15	Existing Floor Area (7,562 SF) /1000 * 3.59 employees
Mitigate for 60%	16.29	pre-dev Employees x 60%
Re-development Credit, per 16A.4-410.e	18.73	60% of pre-dev employees x 115%
Mitigation requirement (Employees)	24.25	60% of Post development - Redevelopment credit
Square footage required (SF)	10,864	448 SF x mitigation requirement
Proposed SF at Ullrhof	1010	Two units at Ullrhof
Offsite mitigation required (SF)	9,855	Required SF - proposed at Ullr

As per the PUD amendment submitted on 8/6/2024, Aspen Skiing Company is pursuing a new employee housing project at the Divide, referred to as SHOP. SHOP will mitigate for the balance of the housing required for this project after accounting for the two on-site units.

Project Execution

Pending all governmental reviews and approvals, the Applicant anticipates starting construction on this project as early as April 2025, with delivery potentially in early January 2026. Pending site conditions, specifically soils, construction could stretch into two construction seasons with an opening then scheduled for November 2026. As the facility is needed to provide adequate guest service to the skiing public, it is our goal to bring the seats online as soon as feasible. Several factors need to be confirmed before committing to a development schedule including final design requirements from the USFS, construction costs and availability of labor and materials to complete the project on a fast-track schedule. The impact of certain aspects, such as the sub-surface soil conditions- will not be fully understood until construction commences on the Project. The applicant would request the standard three-year vesting period to apply for a building permit to account for these uncertainties.

We look forward to further discussions regarding this application.

Thank you for your consideration,



Dana Dalla Betta
Senior Project Manager- Aspen Skiing Company

cc: Chris Kiley, Susan Cross - Aspen Skiing Company

AS PROPOSED/MODIFIED



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Ullrichhof Restaurant

Aspen Snowmass
Snowmass Village, Colorado

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DEVELOPMENT

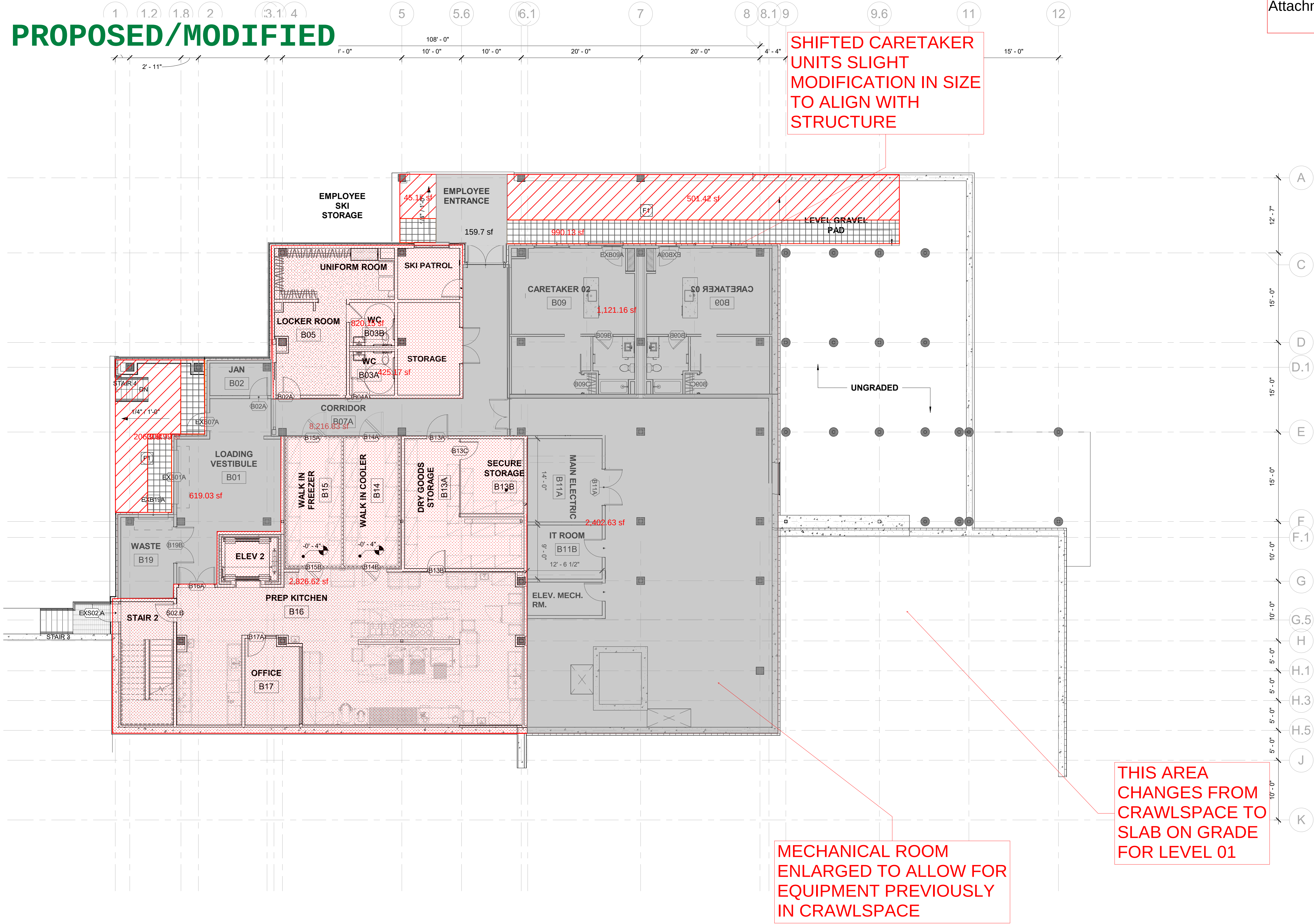
RELEASE DATE
10.04.2024

REVISIONS
1

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REVIEWED BY Checker

FLOOR PLAN -
LEVEL 00

A2.00

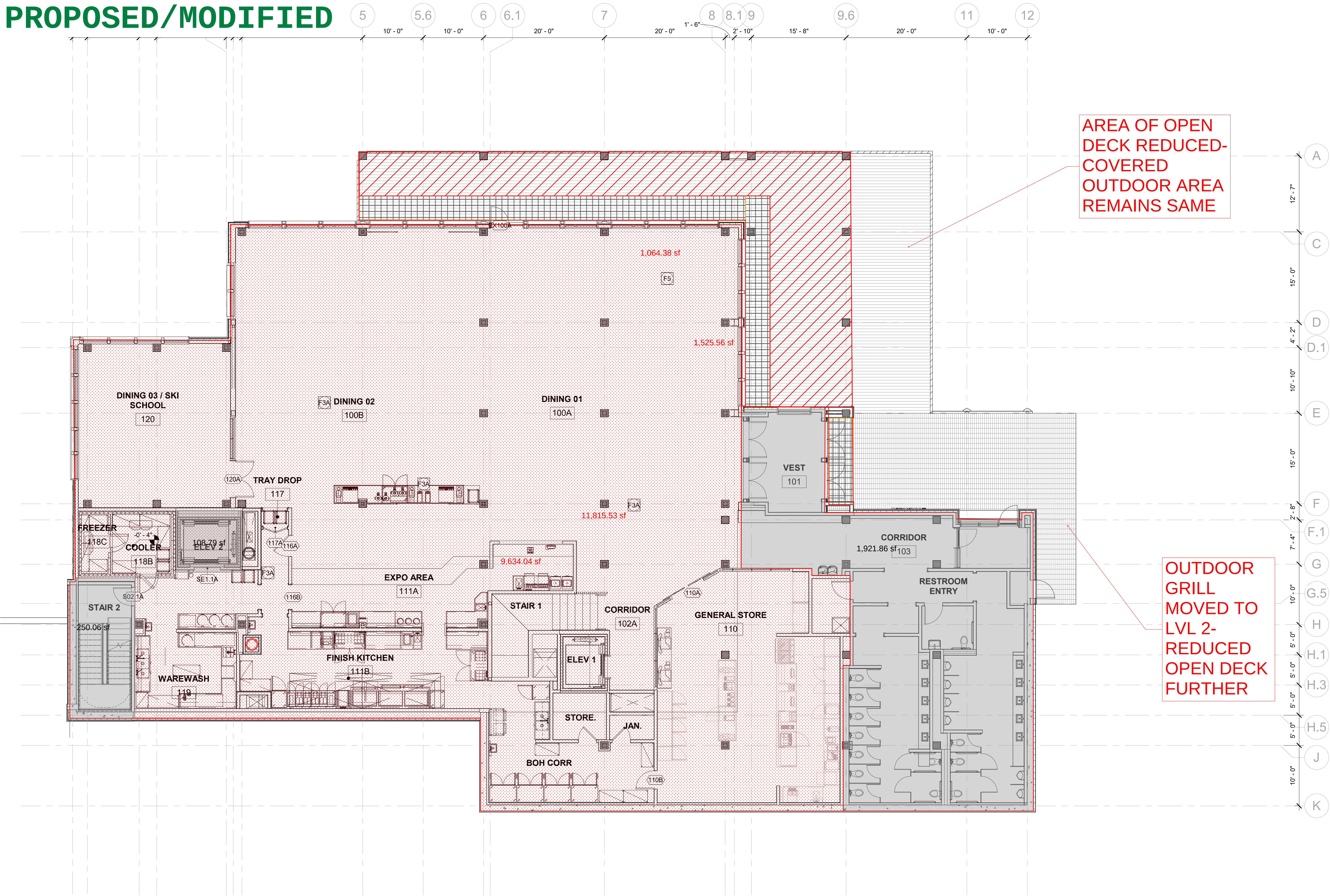


SHIFTED CARETAKER
UNITS SLIGHT
MODIFICATION IN SIZE
TO ALIGN WITH
STRUCTURE

THIS AREA
CHANGES FROM
CRAWLSPACE TO
SLAB ON GRADE
FOR LEVEL 01

MECHANICAL ROOM
ENLARGED TO ALLOW FOR
EQUIPMENT PREVIOUSLY
IN CRAWLSPACE

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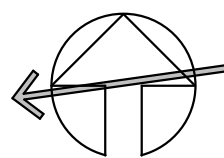
Author

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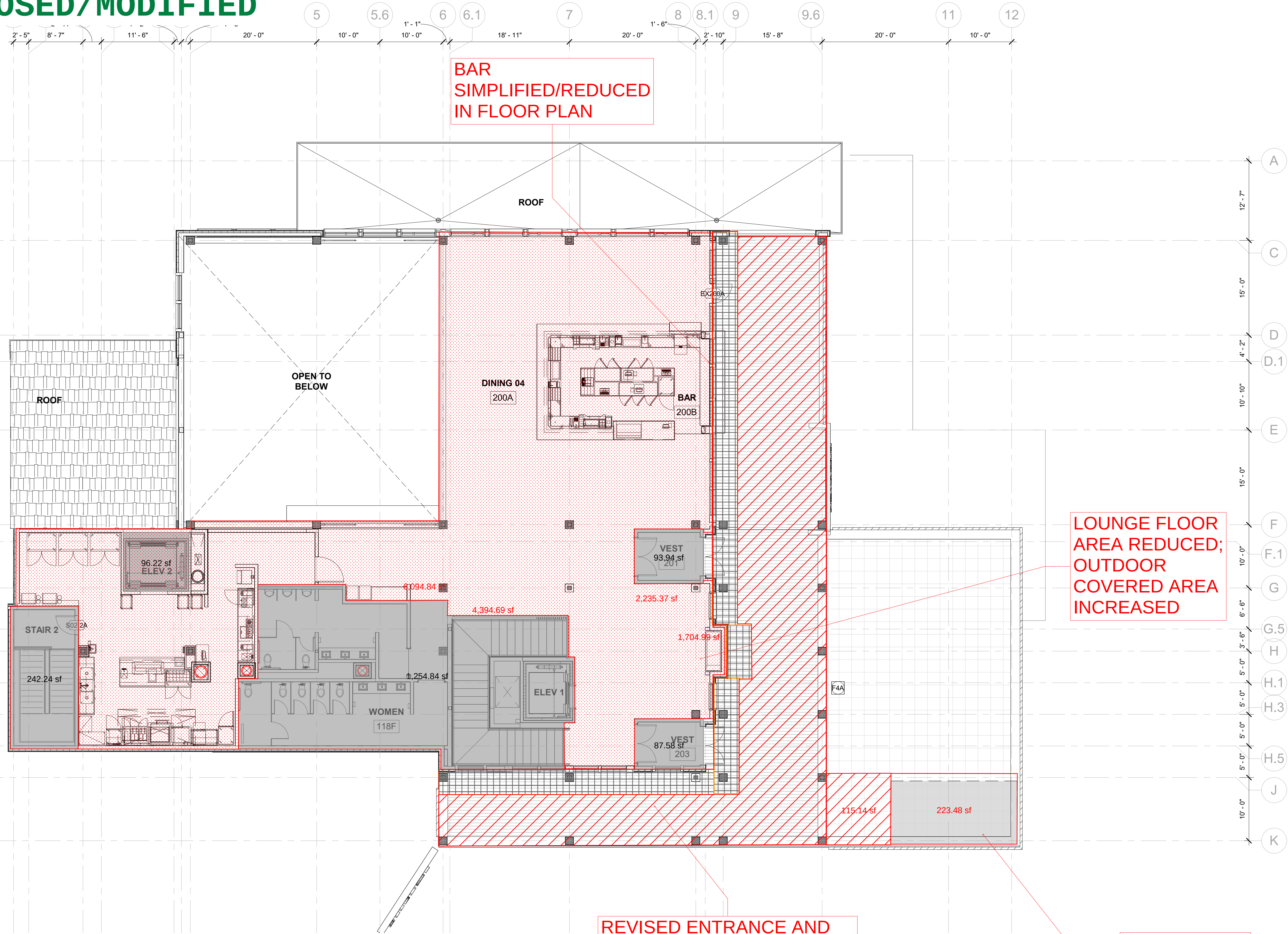
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FLOOR PLAN -
LEVEL 01

A2.01



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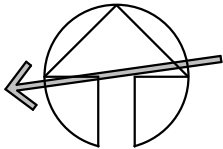
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1

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FLOOR PLAN -
LEVEL 02

A2.02





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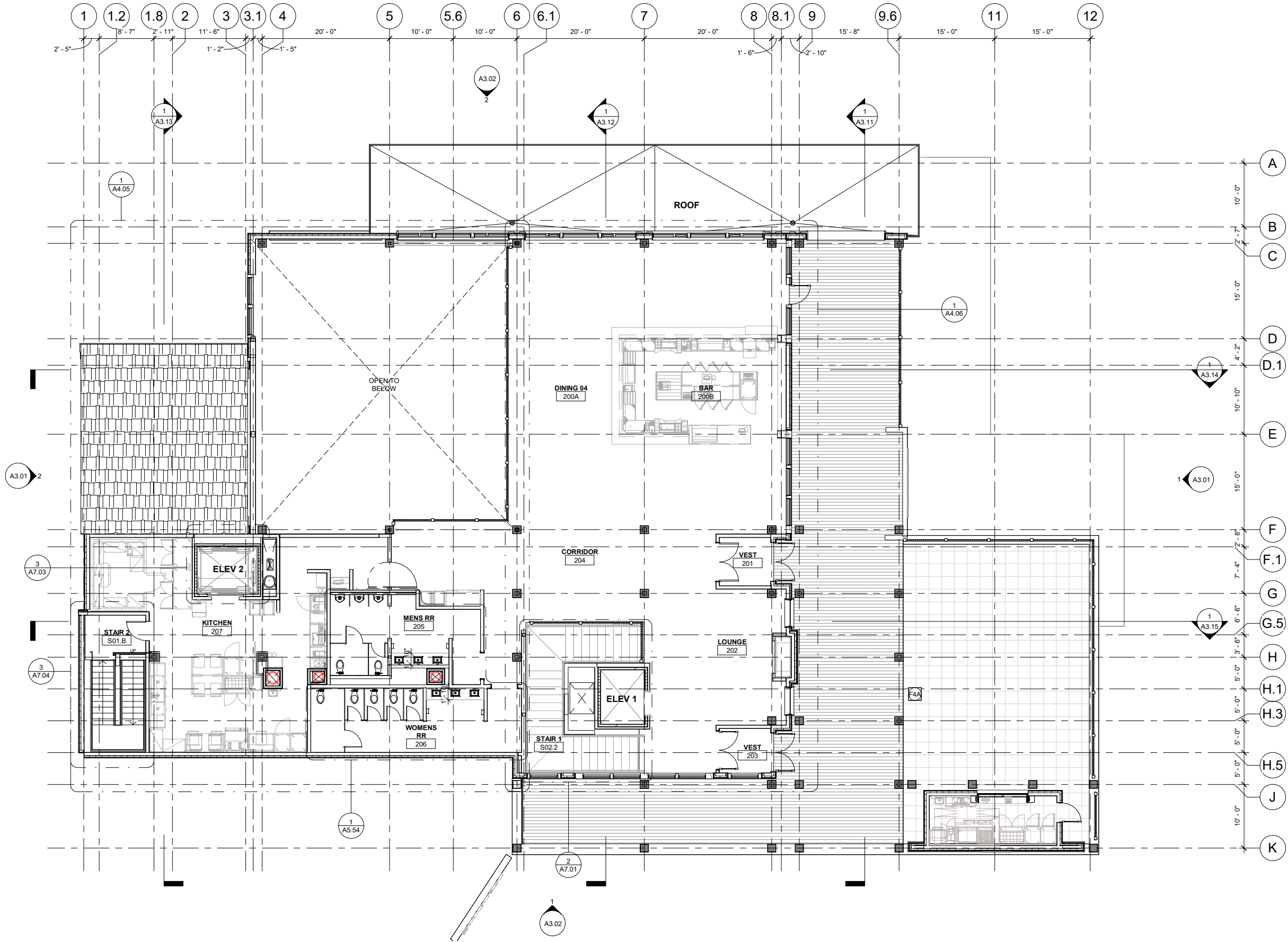
RELEASE DATE
12.19.2024

REVISIONS

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FLOOR PLAN -
LEVEL 02

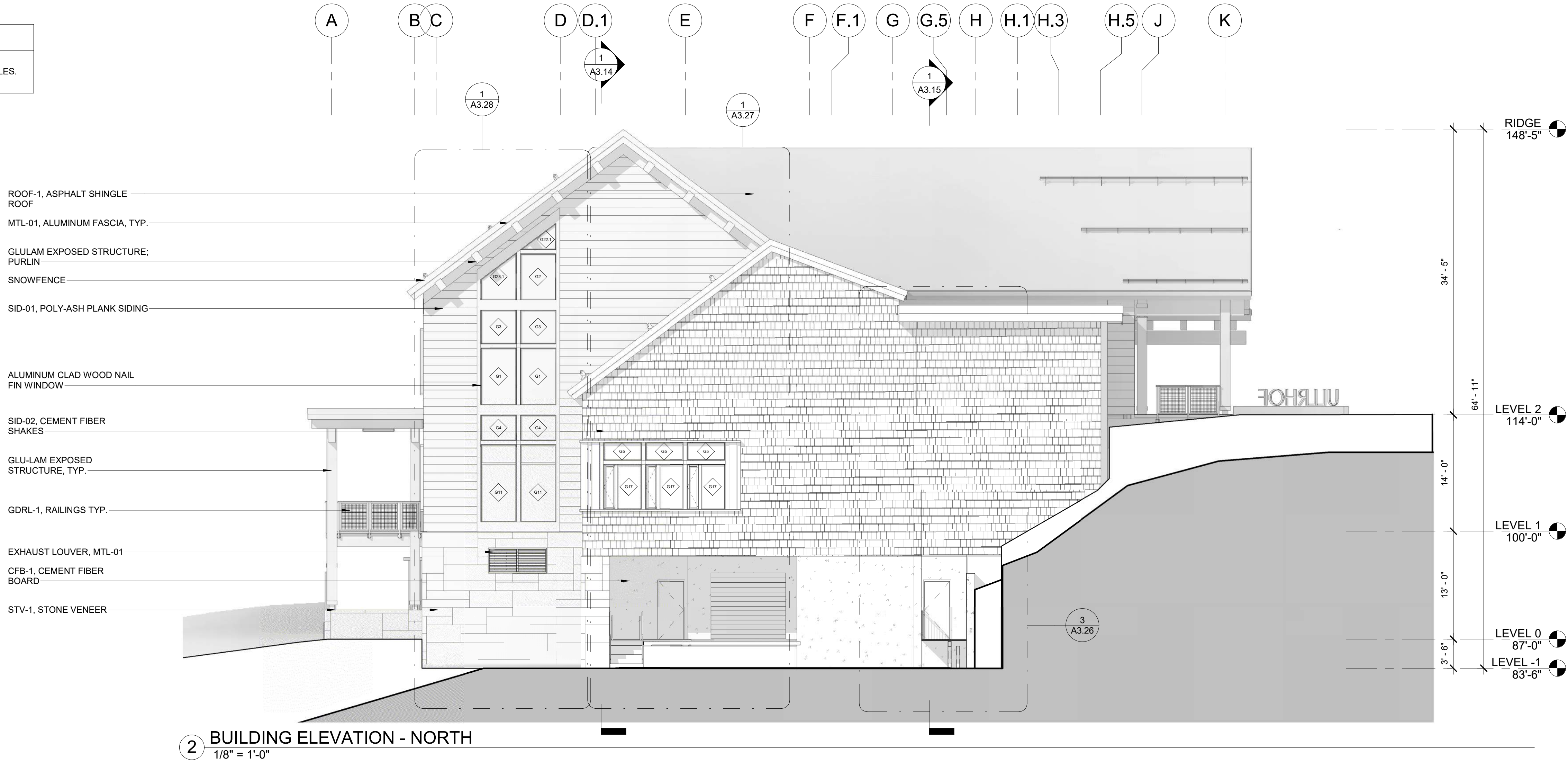
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120



1 FLOOR PLAN - LEVEL 02
1/8" = 1'-0"

GENERAL NOTES - EXTERIOR ELEVATIONS

1. REFER TO A11.20 FOR EXTERIOR MATERIAL SCHEDULES.
2. SEE A11 SHEET SERIES FOR DOOR & WINDOW TYPES & SCHEDULES.



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EXTERIOR
ELEVATIONS

A3.01

GENERAL NOTES - EXTERIOR ELEVATIONS

1. REFER TO A11.20 FOR EXTERIOR MATERIAL SCHEDULES.
2. SEE A11 SHEET SERIES FOR DOOR & WINDOW TYPES & SCHEDULES.



2 BUILDING ELEVATION - EAST
1/8" = 1'-0"



1 BUILDING ELEVATION - WEST
1/8" = 1'-0"



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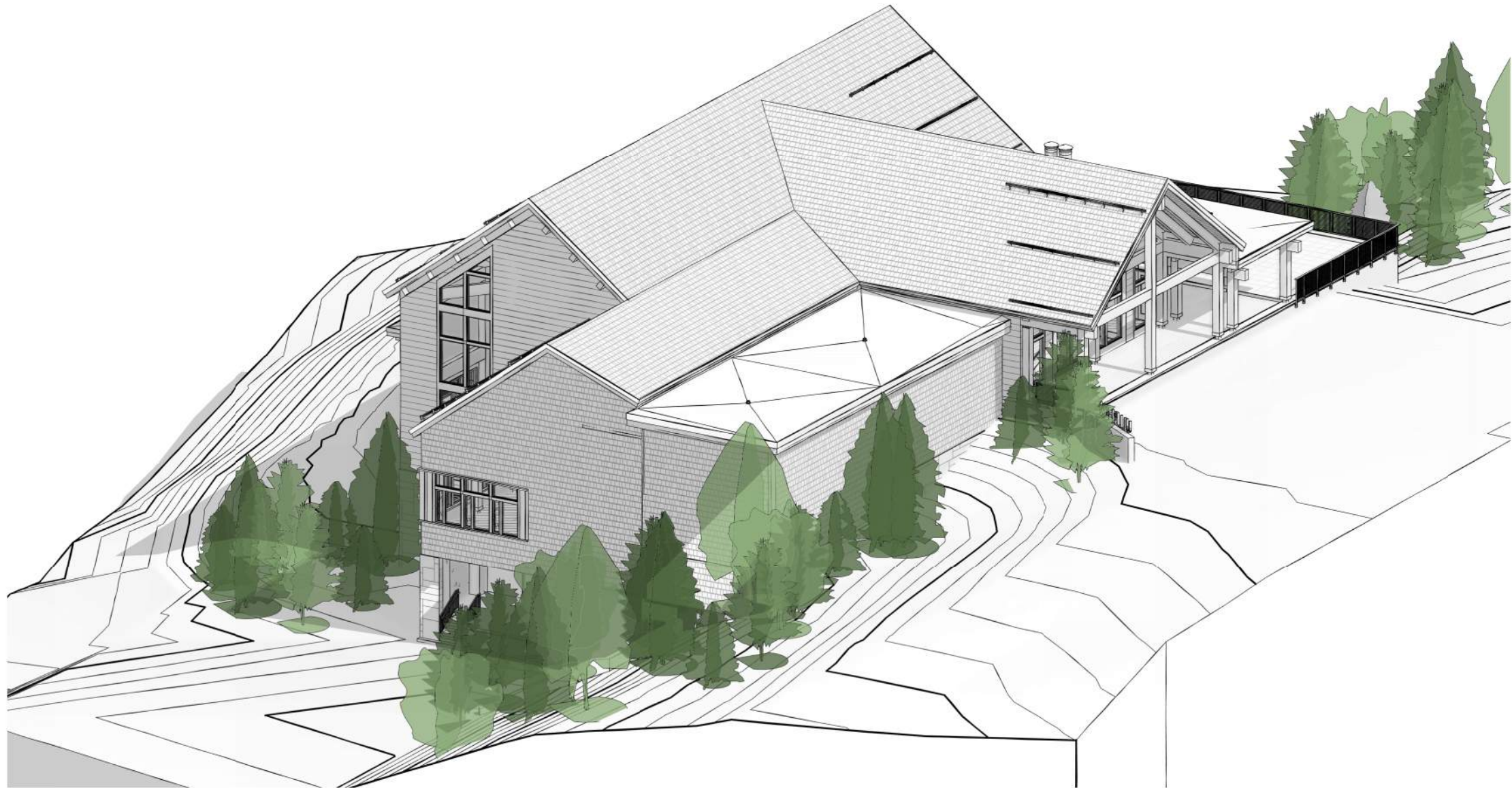
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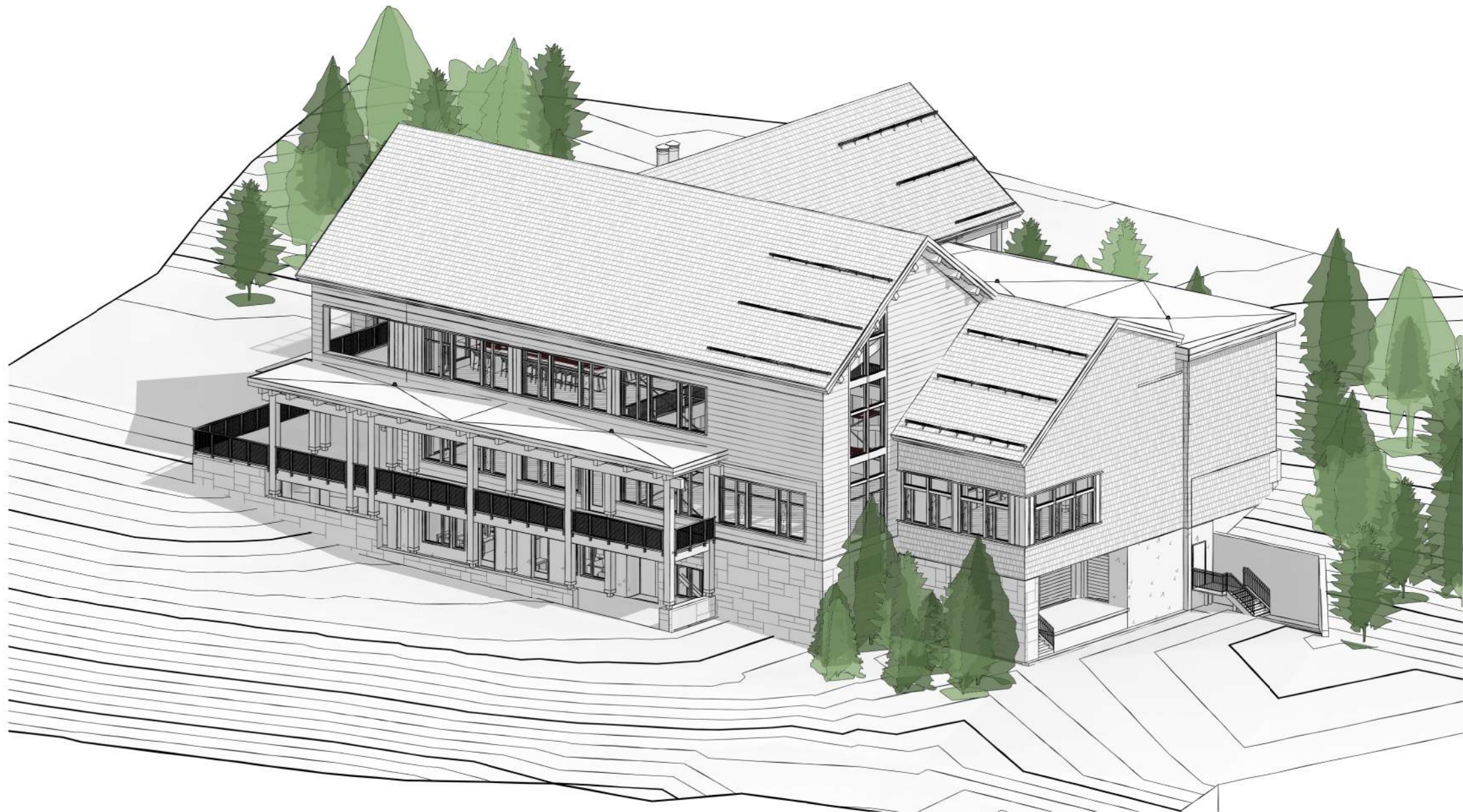
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EXTERIOR
ELEVATIONS

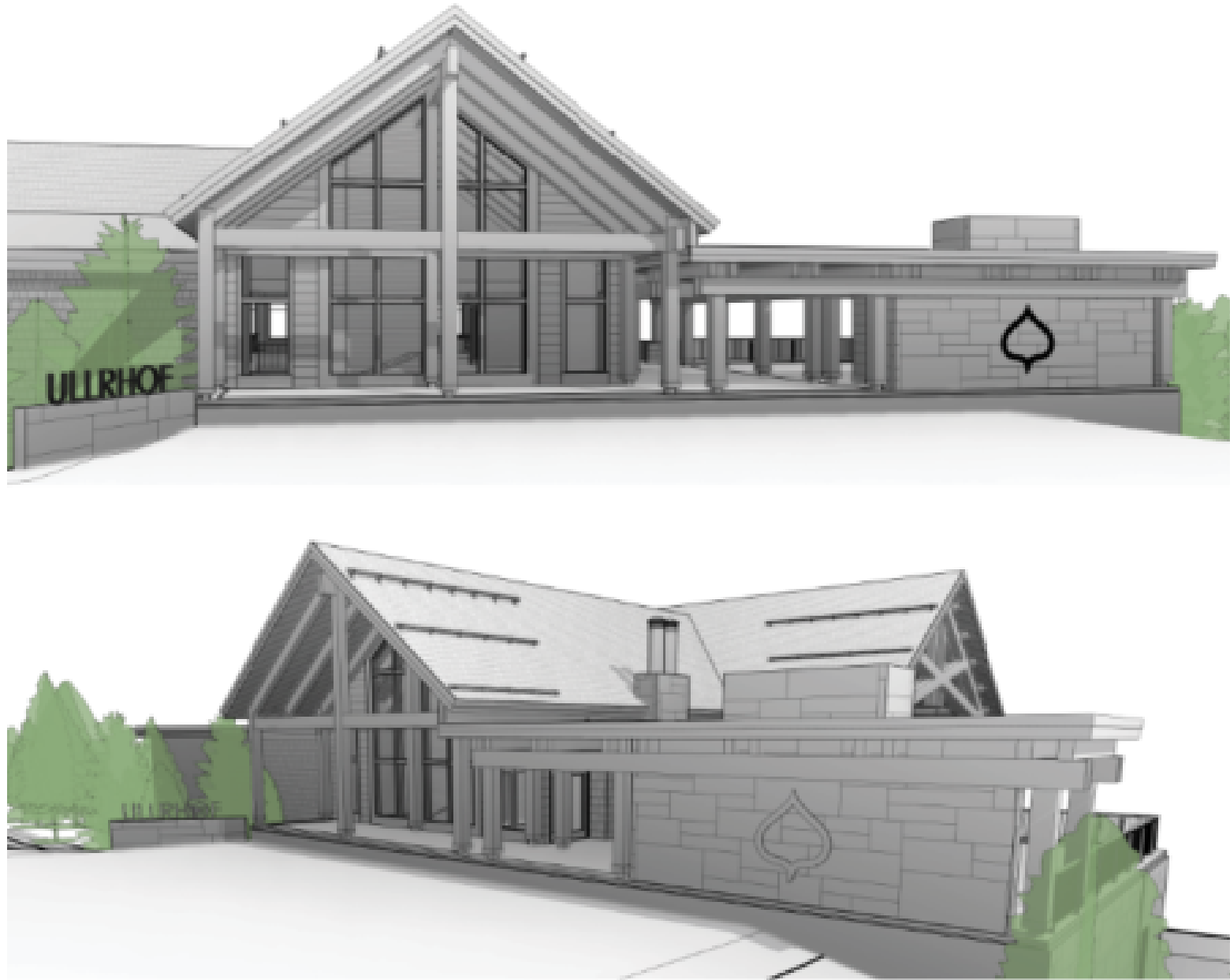
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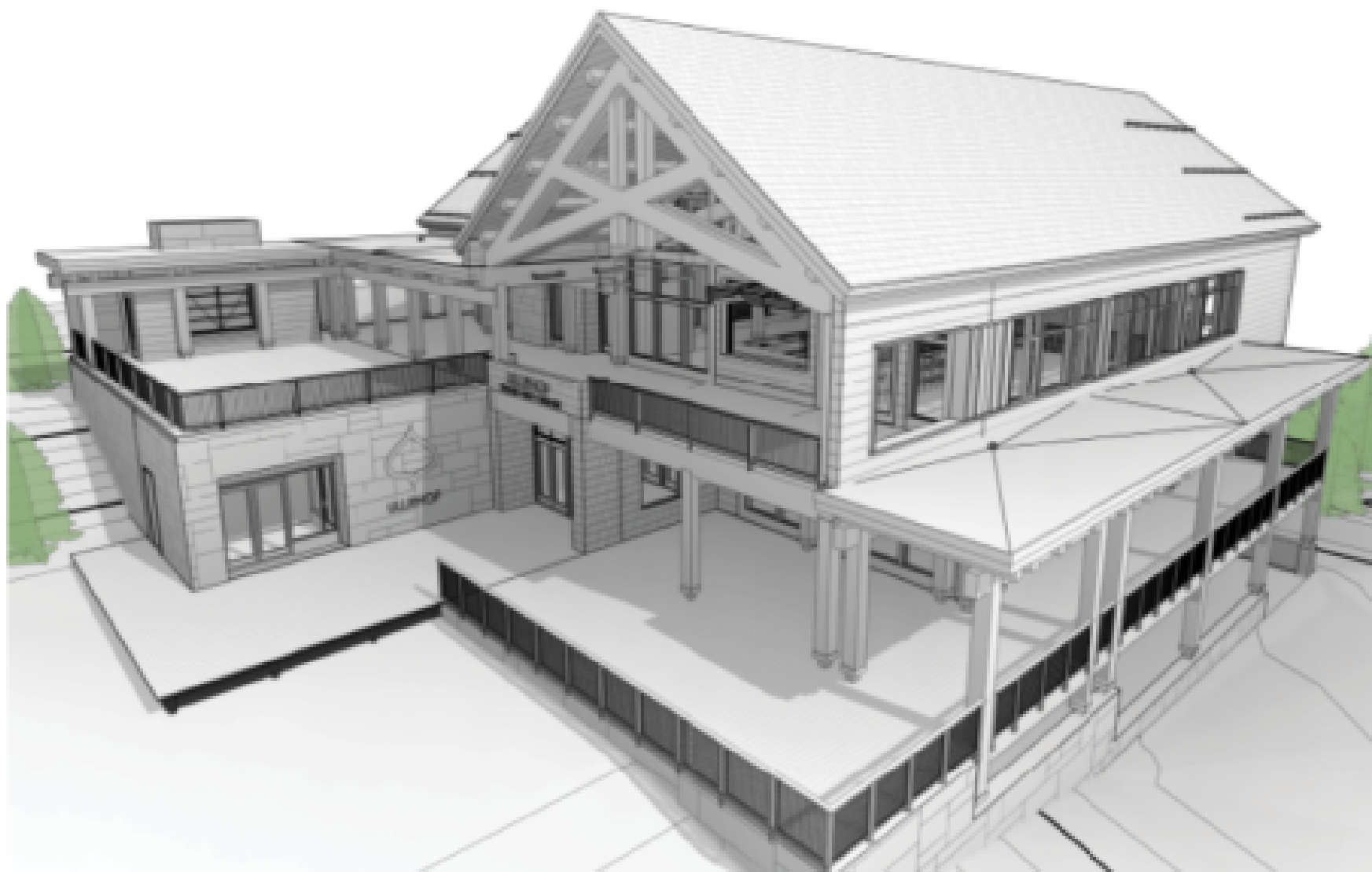
4 AXON VIEW 04 - NORTH WEST CORNER



2 AXON VIEW 02 - NORTH EAST CORNER



3 AXON VIEW 03 - SOUTH WEST CORNER



1 AXON VIEW 01 - SOUTH EAST CORNER



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**BUILDING
EXTERIOR
VIEWS**

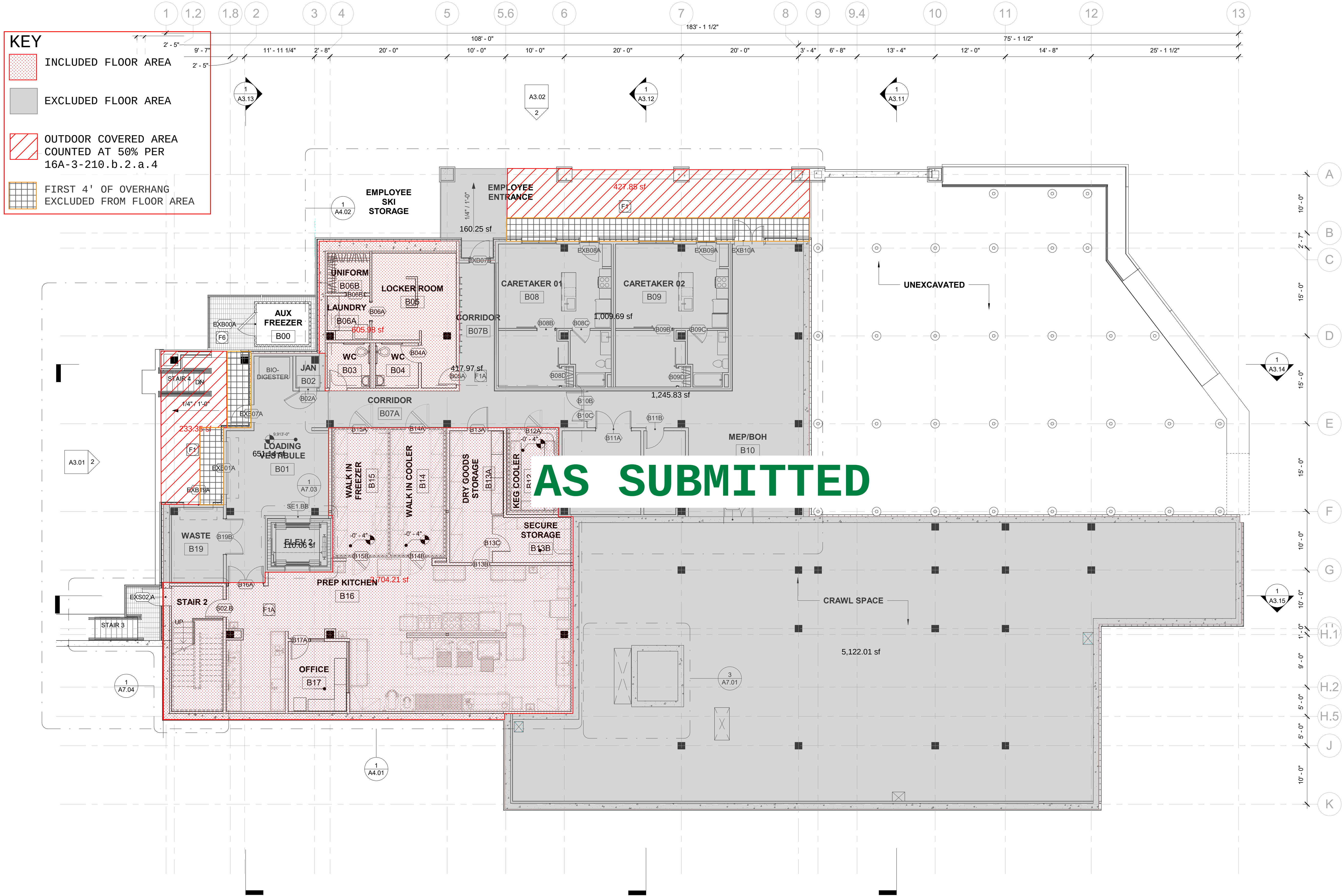
G6.00

Gross SF	Interior	Exterior	Updated Int	Updated Ext
Lower Level	11,860	1,130	8,216	1,299
Main Level	12,125	1,670	11,815	1,525
Upper Level	6,822	1,869	6,318	2,350
Subtotal	30,807	4,669	26,349	5,174
Total		35,476		31,523

Detailed Area (in SF)	Calculated Floor Area	Excluded Floor Area	Calc. FA	Excluded FA
Lower Level				
Employee Entrance (1)		160		160
Loading area and Caretaker Entry (2)	330	641	376	764
Loading/Delivery area (3)		651		619
Common Circulation (3)		523		425
Employee Spaces	606		820	-
Commercial Kitchen	2,704		2,826	-
Caretaker Units (4)		1,010		1,121
Mechanical (5)		1,245		2,403
Crawlspace under 5'5 (6)		5,122		-
Main Level				
Entry Vestibule (2)	6	63	-	57
Covered outdoor space, only areas greater than 4' depth (2)	606	1,025	534	986
Common Circulation/Public Restrooms (3)		2,048	-	2,279
Dining Room, General Store, Kitchen, Outdoor Grill	10,078		9,526	-
Upper Level				
Entry Vestibule (2)	115	191		181
Covered outdoor space, only areas greater than 4' depth (2)	633	900	910	1,421
Common Circulation/Public Restrooms (3)		1,865		1,593
Bar/Kitchen	4,957		4,522	-
Total Floor Area	20,033	15,443	19,514	12,009

Revised 10/8/24		
Ullrhof Employee Mitigation calcs	Value	Calculation
# of Post development employees	71.92	applicable SF (20,033 SF)/1000 * 3.59 employees
Mitigate for 60%	43.15	Post dev Employees x 60% per Code
# of predevelopment employees	27.15	7,562 SF existing SF/1000 * 3.59 employees
Mitigate for 60%	16.29	pre-dev Employees x 60% (based on SF not actual)
Re-development Credit	18.73	60% of pre-dev employees x 115%
Mitigation requirement (Employees)	24.420	60% of Post development - Redevelopment credit
Square footage required (SF)	10,940	448 SF x mitigation requirement
Proposed SF at Ullrhof	1010	Two units at Ullrhof
Offsite mitigation required (SF)	9,930	Required SF

Revised 11/24/24		
Ullrhof Employee Mitigation calcs	Value	Calculation
# of Post development employees	70.06	applicable SF (20,033 SF)/1000 * 3.59 employees
Mitigate for 60%	42.03	Post dev Employees x 60% per Code
# of predevelopment employees	27.15	7,562 SF existing SF/1000 * 3.59 employees
Mitigate for 60%	16.29	pre-dev Employees x 60% (based on SF not actual)
Re-development Credit	18.73	60% of pre-dev employees x 115%
Mitigation requirement (Employees)	23.301	60% of Post development - Redevelopment credit
Square footage required (SF)	10,439	448 SF x mitigation requirement
Proposed SF at Ullrhof	1121	Two units at Ullrhof
Offsite mitigation required (SF)	9,318	Required SF



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Snowmass Village, Colorado

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DEVELOPMENT**

RELEASE DATE

08.23.2024

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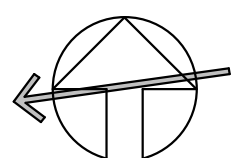
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**FLOOR PLAN -
LEVEL 00**

A2.00



KEY

- INCLUDED FLOOR AREA
- EXCLUDED FLOOR AREA
- OUTDOOR COVERED AREA
COUNTED AT 50% PER
16A-3-210.b.2.a.4
- FIRST 4' OF OVERHANG
EXCLUDED FROM FLOOR AREA

AS SUBMITTED

AS SUBMITTED



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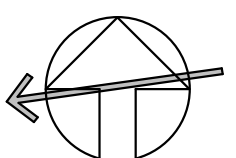
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FLOOR PLAN -
LEVEL 01

A2.01

8/23/2024 6:36:26 PM

1 FLOOR PLAN - LEVEL 01
1/8" = 1'-0"



KEY

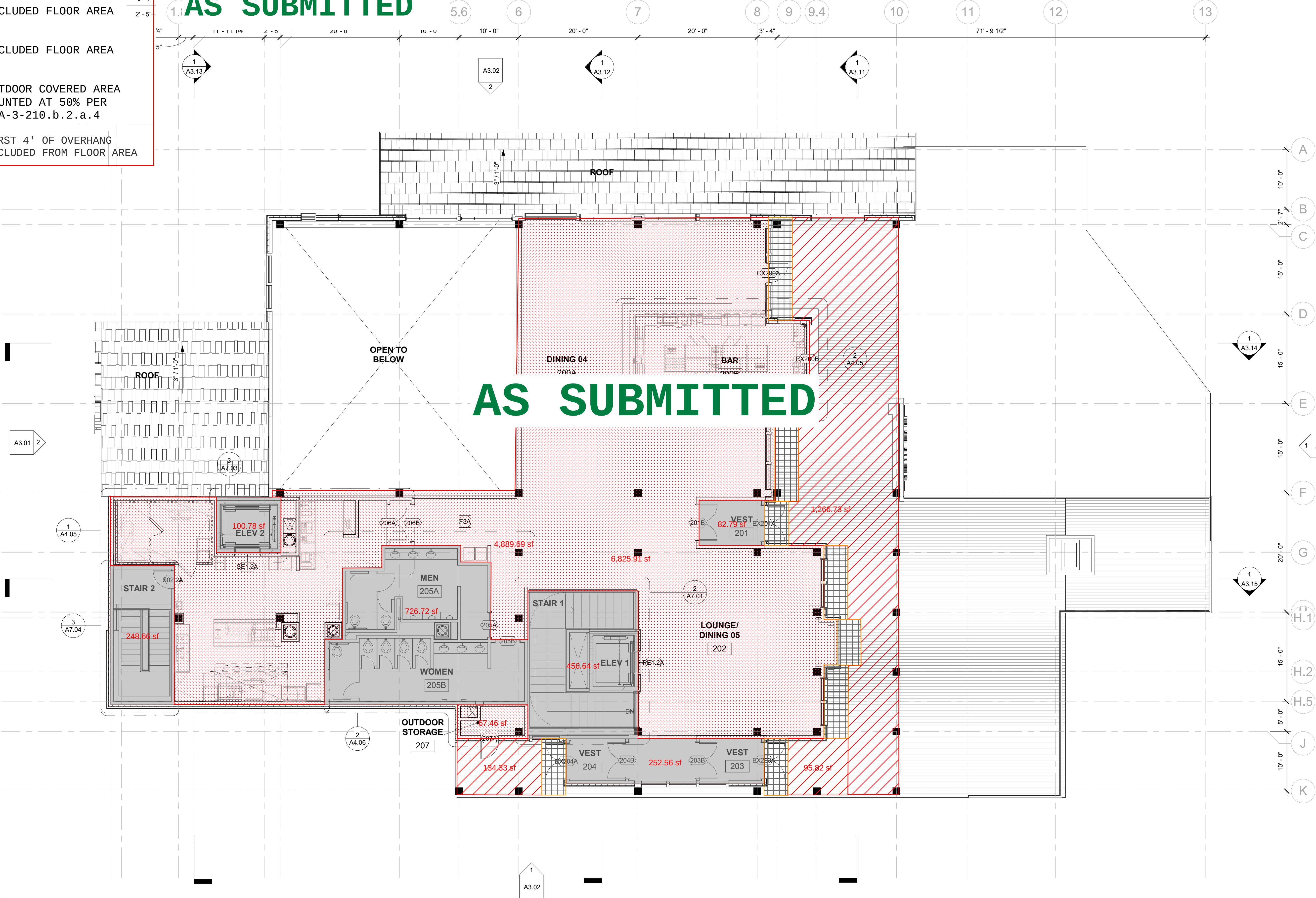
INCLUDED FLOOR AREA

EXCLUDED FLOOR AREA

OUTDOOR COVERED AREA
COUNTED AT 50% PER
16A-3-210.b.2.a.4

FIRST 4' OF OVERHANG
EXCLUDED FROM FLOOR AREA

AS SUBMITTED



1 FLOOR PLAN - LEVEL 02
1/8" = 1'-0"



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FLOOR PLAN -
LEVEL 02

A2.02

**TOWN OF SNOWMASS VILLAGE
PLANNING COMMISSION**

**RESOLUTION NO. 6
SERIES OF 2024**

**A RESOLUTION BY THE SNOWMASS VILLAGE PLANNING COMMISSION
RECOMMENDING SPECIAL REVIEW APPROVAL FOR THE DEMOLITION AND
REDEVELOPMENT OF THE ULLRHOF RESTAURANT WITHIN THE
SNOWMASS SKI AREA**

WHEREAS, in accordance with the Town of Snowmass Village (hereafter 'Town') Land Use Code, the Aspen Skiing Company ('Applicant') is requesting Special Review pursuant to Sec. 16A-5-230 of the Land Use Code to demolish the existing Ullrhof restaurant and constructing a new restaurant in the same location in accordance with the 2022 Mountain Master Plan; and

WHEREAS, the Town of Snowmass Village approved an updated the Snowmass Mountain PUD Guide in accordance with Ordinance No. 7 of 2024 which specified the expansion and redevelopment of on-mountain restaurants (including the Ullrhof) with Special Review approval; and

WHEREAS, the Planning Commission reviewed the Special Review application at a public meeting on October 16, 2024 to consider the proposal and recommendations from Town staff and referral agencies, a recommendation of approval was adopted; and

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

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

- 1) **Submission:** The Applicant has submitted the Special Review application in accordance with the provisions set forth in the Municipal Code and the 2024 Snowmass Mountain PUD Guide adopted in accordance with Ordinance No. 7 of 2024.
- 2) **Content:** The application contained the Minimum Contents as required by the Municipal Code Section 16A-5-40, '*Submission of Application*,' and included written and graphic materials of sufficient detail such that the application was deemed complete for referral and review.
- 3) **Public Process:** The Planning Commission held a public meeting to review the application on October 16, 2024 to consider the proposal in accordance with the responsibilities and procedures prescribed in the Municipal Code Section 16A-5-230(c)(4), '*Action by Decision-Making Body*'.

- 4) **Code Requirements:** Subject to the recommendations in Section Three of this Resolution, it was found the land use application follows the Review Standards established in Section 16A-5-230 of the Land Use Code as follows:
- A. Consistent with Comprehensive Plan. The proposed use shall be consistent with the intent of the Town of Snowmass Village Comprehensive Plan.
 - B. Comply with standards of Development Code. The proposed use shall comply with all other applicable standards of this Development Code, including, but not limited to:
 - 1) Zone district standards. The purpose of the zone district in which it is located, the dimensional limitations of that zone district and any standards applicable to the particular use, all as specified in Article III, Zone Districts.
 - 2) Development evaluation standards. The applicable standards specified in Article IV, Development Evaluation Standards.
 - C. Compatible. The proposed use shall be appropriate to its proposed location and be compatible with the character of surrounding land uses in the area and shall not adversely affect the future development of the surrounding area.
 - D. Adequacy of access. Access to the site shall be adequate for the proposed use, considering the width of adjacent streets, their grades, intersection safety, visibility, and entrance into the area to be developed. When appropriate, public transportation, or other public or private transportation services, and appropriate pedestrian facilities, shall be made available to serve the use.
 - E. Design minimizes adverse impact. The design and operation of the proposed use shall minimize adverse impacts and shall not create a nuisance, considering such impacts as traffic congestion or traffic hazards, service delivery, parking and loading, trash removal, odors, noise, glare and vibration.
 - F. Design minimizes environmental impact. The proposed use shall minimize environmental impacts and shall not cause significant deterioration of water and air resources, wildlife habitat, scenic resources and other natural resources.
 - G. Facilities. There shall be adequate public facilities available to serve the proposed use, or the applicant shall propose necessary improvements to address service deficiencies that the use would cause. In particular,

the applicant shall demonstrate that adequate water supply and sewage disposal service is available for the proposed use, including sufficient water pressure and proximity to fire hydrants to provide for fire protection needs.

- H. Parking. Sufficient off-street parking shall be provided for the proposed use.

4) Employee Generation: The Planning Commission affirms the proposal generates a need for additional employee housing in accordance with Division 4 – Standards for Restricted Housing of the Land Use and Development Code. Additional commercial square footage associated with the expansion of the Ullrhof shall be mitigated at a rate of 3.59 employees per 1,000 interior square feet as measured pursuant to Section 16A-3-210 of the Code.

Section Two: Action. Pursuant to the findings stated in Section One of this Resolution, the Planning Commission recommends approval of the Aspen Skiing Company's Special Review application by Resolution. This approval is subject to the conditions in Section Three below.

Section Three: Conditions. The Applicant shall comply with and implement the following conditions of the Special Review:

- (1) The Applicant shall submit for a Building Permit and receive approval thereof prior to construction. The building permit shall include a construction management plan that addresses storm water management, dewatering, run-off management, and fugitive dust control.
- (2) The Applicant shall continue to work with the Roaring Fork Fire District to assure that appropriate building specifications and fire suppression will be met as part of any building permit submittal.
- (3) The Applicant shall mitigate for the employee generation associated with new development as represented in the Architectural Plans (see Exhibit A) for **22.42** employees (not housed in the on-site caretaker units). The applicant shall either provide the mitigation as "built" units acceptable to the Housing Department and deed restricted in accordance with Table 4-6 of the Land Use Code or in the form of a cash fee-in-lieu equaling \$500,000 per employee = **\$11.21** million paid at time of building permit issuance. A letter of credit for the said amount is acceptable to the Town in lieu of a cash payment at the time of building permit issuance for the restaurant which can be redeemed if additional housing mitigation is not provided within 3 years from the issuance of the building permit.
- (4) The Applicant shall continue to work with the USFS to appropriately mitigate

the removal of vegetation as needed for the proposed redevelopment.

- (5) The Applicant shall prioritize the reuse of serving ware for the restaurant and minimize the amount of landfill waste as part of its operations.
- (6) The new facility shall prioritize the use of natural and neutral tone exterior materials to allow the building to blend with the surroundings of the mountain landscape.
- (7) This approval in no way modifies the agreement for activities allowed at the Ullrhof restaurant as specified in the 2024 Snowmass Mountain PUD Guide.

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

INTRODUCED, READ, AND APPROVED by the Planning Commission of Snowmass Village on October 16, 2024, upon a motion by Commission Member Clauson, the second of Commission Member Faurer, and was approved unanimously by a vote of 6 in favor and 0 against.

TOWN OF SNOWMASS VILLAGE,
PLANNING COMMISSION



Brian Marshack, Chairperson

ATTEST:



Ashleigh Huff, Planning Commission Secretary

Exhibits:

- A. Employee Generation Calculations
- B. Architectural and Site Plans

PC Reso 6 of 2024 Ullrhof redevelopment_final

Final Audit Report

2024-10-21

Created:	2024-10-21
By:	Ashleigh Huff (Ahuff@tosv.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAkvNCjY3Kpqjt4-UG_tE_cVEoMVQmaPvA

"PC Reso 6 of 2024 Ullrhof redevelopment_final" History

-  Document created by Ashleigh Huff (Ahuff@tosv.com)
2024-10-21 - 5:02:12 PM GMT
-  Document emailed to Brian Marshack (bmarshack@gmail.com) for signature
2024-10-21 - 5:02:33 PM GMT
-  Email viewed by Brian Marshack (bmarshack@gmail.com)
2024-10-21 - 5:28:43 PM GMT
-  Document e-signed by Brian Marshack (bmarshack@gmail.com)
Signature Date: 2024-10-21 - 5:31:30 PM GMT - Time Source: server
-  Agreement completed.
2024-10-21 - 5:31:30 PM GMT

MEMORANDUM

TO: Snowmass Village Planning Commission

FROM: Brian McNellis, Senior Planner – AICP, MLA
Community Development Department

DATE: October 16, 2024

SUBJECT: Special Review of the Ullrhof demolition and redevelopment

I. PURPOSE

Section 16A-5-230 – Special Review (a) Purpose, of the municipal Land Use Code states: *“There are certain uses which, because of their unusual character and potential impact upon the use and enjoyment of neighboring property, cannot be classified into a particular district or districts without site specific consideration of their impacts upon neighboring lands and upon the public need for the particular use at the particular location. These uses require special review of their location, design, intensity, density, configuration, operating characteristics and impacts on public facilities, and may require the imposition of appropriate conditions to ensure the use will be compatible at a particular location and mitigates its adverse impacts.”*

II. SUMMARY DESCRIPTION AND BACKGROUND

The Aspen Skiing Company wishes to demolish the existing on-mountain Ullrhof restaurant and replace it with a significantly larger amenity in the same location. The proposed development is well within the commercial expansion allotment specified for the Snowmass ski area as identified in the updated PUD guide recently approved by Ordinance No. 7 of 2024.

III. MUNICIPAL CODE REVIEW STANDARDS

An application for Special Review shall comply with the following review standards pursuant to Section 16A-5-230 of the Land Use Code:

- (1) **Consistent with Comprehensive Plan.** The proposed use shall be consistent with the intent of the Town of Snowmass Village Comprehensive Plan.

Staff Response: *As part of the Aspiration Statement in the 2018 Comprehensive Plan, “Snowmass Village is to be the leading multi-season, family-oriented inclusive resort community. We will do this by creating, marketing, and delivering distinctive choices for fun, excitement, challenge, learning, and togetherness. All this is done amidst our unique, natural splendor...as part of a memorable Aspen/Snowmass experience.*

Further, we wish to be seen by others as welcoming, dynamic, convenient, and successful.

The Community Development Department supports the Special Review request as it is specific to goal of maintaining Snowmass as a world-class tourist destination with varied and exceptional experiences offered.

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

Staff Response: *The proposed improvements are located within the Recreation (REC) zone district which is intended, “to regulate recreational facilities, activities and uses within appropriate areas of the Town, including those mixtures of uses related to a ski/snowboard area and operation...”*

The request supports the approved recreational activities within the ski area. The proposed improvements will comply with the standards of the zone district and the development evaluation standards which will also be reverified as part of any future building permit submittal.

Commercial development within the ski area is capped by the PUD Guide which allows for the expansion of the Ullrhof if approved through Special Review.

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

Staff Response: *The existing Ullrhof already functions as the main restaurant at the base of the Big Burn area of the Snowmass ski area as identified in the 2022 Master Development Plan as accepted by the U.S. Forest Service. The proposed improvements may help to absorb the current overflow from other on-mountain restaurants.*

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

Staff Response: The Ullrhof is currently accessed via ski lift during regular winter operating times and by snowcat after hours. This will remain unchanged while summer road access will continue to be from upper Wood Road. Also, the new Coney Express ski lift may offer relative proximity and access to the area for special events as allowed per the PUD Guide.

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

Staff Response: The proposal will not generate measurable negative traffic impacts and/or parking generation - as it will rarely be used as an exclusive destination by those not already skiing on the mountain. Although trash generation may increase, the method of solid waste removal will remain manageable and well within the capabilities of applicant's current operations. Staff does not anticipate the proposal will generate any greater disturbance than is currently experienced on a seasonal basis. The project will add additional space to the ski area commercial inventory and will require restricted housing mitigation which Planning Staff worked with the applicant to verify (24.47 employees = ~~10,963~~ **9,318** square feet of which ~~1,010~~ **1,121** square feet will be mitigated on-site).

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

Staff Response: Staff does not anticipate any environmental impacts that cannot be properly mitigated as required by future building permit submittal and associated construction management plan (see Attachment C Dunlop letter).

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

Staff Response: The facility is currently connected to services provided by Snowmass Water & Sanitation and Holy Cross Energy. Both entities have ensured their respective ability to adequately serve the proposed improvements.

- (8) **Parking.** Sufficient off-street parking shall be provided for the proposed use.

Staff Response: *Parking in the winter will not be an issue as guests will arrive by ski lift or snowcat for special events Should special events occur in the summer, Aspen Skiing Company shall arrange parking and transportation for the event(s) as needed.*

The Parking & Transportation Department did not provide any comments regarding this redevelopment proposal.

IV. DISCUSSION ITEM - EMPLOYEE GENERATION

The applicant has agreed to mitigate at a rate of 3.59 employees per 1000 square feet of interior space which is applied to cafeteria style restaurants based on the applicant's representation that the new areas will not include sit-down service. This representation and employee generation rate is acceptable to staff (see Attachment G).

V. STAFF RECOMMENDATION

Staff recommends that the Planning Commission discuss the Special Review proposal and hear public comments if community members are present. The Planning Commission should also consider the draft PC resolution No.6 and make appropriate amendments as needed.

VI. ATTACHMENTS

- ~~A. Draft PC Resolution No. 6 of 2024~~
- ~~B. Aspen Skiing Company Special Review application letter~~
- ~~C. TOSV referral comments~~
- ~~D. Aspen Skiing Company Application referral responses~~
- ~~E. Architectural Drawings~~
- ~~F. Will Serve letters (Snowmass Water & Sanitation and Holy Cross Energy)~~
- ~~G. Employee generation amended 10/9/2024~~

From: [James Watkins](#)
To: [Snowmass Town Council](#)
Subject: Ullrhof
Date: Saturday, November 30, 2024 9:17:45 AM

I support a major tune-up of the building including capacity expansion. The building needs, at least, an exterior tune up, and there are growing capacity problems -- which, in a way, is a good thing, people are skiing the Burn.

I was unable to access the link under the Why paragraph of the public hearing notice, getting error messages both with this and trying to use the search function. I did look at the elevations under the agenda links (6A 4 attachment C) on the Town Council site. The building appears a bit bulky; obviously something with more capacity is going to look bigger, because it *is* bigger, unless it's underground, and I don't think anybody wants that. Something to think about, in any event. Probably some sort of fairly firm agreement that there won't be any variances allowing it to get even bigger... Stuff like this seems to happen a lot around here.

To the extent that you can raise with the sponsor the concept that trying to keep at least some food (*e.g.*, coffee, hot chocolate, a bowl of soup) reasonably affordable is in everyone's long-term interest. I say this fully realizing that the SkiCo is deploying large amounts of capital, and my reply would be that Goldman Sachs, a famously profitable outfit, used to operate under the motto: *be long-term greedy*.

My support is conditional on getting the whole thing done over one summer. When someone tells you how impossible it is, I'd ask you, and them, to consider how they did the Empire State Building in 13 months. Obvious context for my statement is the Base Village fiasco.

Equally obvious is there are a lot of wild animals immediately uphill from the site, and to the extent that we can *not* disturb the badgers, foxes, and everything else, that would be nice. I think it's hilarious when the badgers are chirping at me when I'm hiking up there, and, as always, they were there first.

Obviously this is not Town Council stuff, but I'll put it out there anyway: I sort of hope they stick with the Ullrhof name. Part of the reason we are here is that under Janss, Snowmass American, SkiCo, that early stuff was done correctly, the first time. I realize that the restaurant wasn't there right away, but I think you see what I'm getting at.

Thank you for considering my input, as I will not be able to make the meeting.

Yours truly,

James Watkins
Snowmass Village

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

December 2, 2024

AGENDA ITEM:

Board and Commission Applications Process

PRESENTED BY:

Megan Harris Boucher, Town Clerk

BACKGROUND:

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

We have received 37 applications, 12 new and 25 incumbents. Attached is a breakdown of each Board including the number of vacant seats and number of total applications.

Most candidates recorded responses to the 3 questions that Council received an email (Tuesday November 26th) with a link and instructions to view those short interviews. Council can discuss at both the December 2nd and 9th meetings. Appointments will take place on the December 16th and/or the January 6th meetings.

Please note the addition of Darlene Fridstein for consideration on the CGRB and the removal of Tyler Barletta from consideration from the FAB.

2025 SEATS

Citizens Grant Review Board (Full-time Residents & Registered Voters) Shall consist of 5 regular members and 2 alternate members

Staff Liaison: Megan Harris Boucher

6 current members

3-year term

1 member declined to reapply: Tammy Baar

1 member is moving out of the area: Dara Erck

Current members who reapplied: Judy Clauson, Teri Hooper

1 NEW Applicant – **Darlene Fridstein** (application attached as not provided last packet)

If you appoint all three, the Board will have 5 members total.

Environmental Advisory Board – Shall consist of 7 members – 5 At-Large & 2 with specialized expertise CORE & HC or Pitkin Cty Energy Management Program

Staff Liaison: Greg LeBlanc

7 current members

3-year term

No termed seats, no applications.

Financial Advisory Board – Shall consist of UP TO 7 seats

Staff Liaison: Marianne Rakowski

7 current members

2-year terms

4 Seats for appointments

Termed Members:

Gleason, Shawn – **Reapplied.**

Hanson, Scott – **Reapplied.**

Shallcross, Jim. – **Reapplied.**

Tanner, Brooks – **Reapplied.**

1 NEW Applicant:

Barletta, Tyler – Mr. Barletta pulled his application from consideration due to his schedule.

Tourism Advisory Board (Town Residents or Employed in the Town) - Shall consist of 9 members and 1 ex-officio member

3 – Lodging; 3 - at-Large; 1 – Aspen Skiing Co; 1 – Town Retail; 1 – F & B; 1 – “ex-officio” member ie development business

Staff Liaison: Julia Theisen

10 current members

3-year term

10 Seats for appointments

Termed Members:

Blankenau, Mary – Lodging – **Reapplied**

Mallory, Joanna – Food & Bev – **Reapplied**

Harris, Wendy – At Large – **Reapplied**

Vito, Vince – Lodging – **Reapplied**

Kenny, John – At-Large – **Reapplied**

1 NEW Applicant:

Niemi, Kristina – At Large

Parks, Open Space, Trails & Recreation Advisory Board - Shall be min 7 and max of 15 - all At-Large

Staff Liaison: Andy Worline

14 current members**3-year term**

5 Seats for appointments

4 Termed Members:

Butler, Markey – retired

Larson, Ann – did not reapply

Jordan, Kevin - **Reapplied**Waldman, Lisa - **Reapplied****2 NEW Applicants:**

Helmig, Maggie

Gillette, Nate

Snowmass Arts Advisory Board - Shall be min 5 members & max 15 members**Staff Liaison: Julia Theisen****12 current members****2-year term**

9 Seats for appointments

6 Termed Members:

Boreel, Ghislaine - **Reapplied**Falk, Melanie – **Reapplied**LeBuhn, Elaine – **Reapplied**Leek, Helen - **Reapplied**Oshin, Diane - **Reapplied**Rennick, Linda – **Reapplied****3 NEW Applicants**

Mo-Sarns, Agnes

Iacullo, Elizabeth

Marx, Evan

Part-Time Residents Advisory Board (SMV not primary residence) – Shall consist of 7 members. 3 - Condo/Townhome/multi family dwelling; 2 – single family homes; 2 – at-Large**Staff Liaison: Greg LeBlanc****3-year term**

4 Seats for Appointments

4 Termed Member:

Hess, Charles – Single Family Home - **Reapplied**Brizel, Michael – Condo - **Reapplied**Mayer, Michael – Condo - **Reapplied**Camberg, Roy – Single Family Home - **Reapplied****No New Applicants****Planning Commission – Shall have 7 members****3-year term****Staff Liaison: Dave Shinneman****7 current members**

3 Seats for Appointments

1 member moving out of SMV – Elese Denis

Clauson, Stan – **Reapplied**

Marshack, Brian – **Reapplied**

4 NEW Applicants

Sherlock, Thomas

De Napoli, Thomas

Helmig, Maggie

McMannes, Jami

All applicants, including new and those current members who reapplied, received an email November 14, 2024 inviting them to participate in a One Way Interview through SparkHire. They were directed to complete the 3-question virtual interview by Monday November 25, 2024 at 8am. On Monday November 25th we still had a few who needed to complete the virtual interview. Staff sent reminders Tuesday November 26th. Staff sent Council a link (Tuesday November 26th) to a site with all completed interviews to be reviewed at Councilmembers convenience before the December 2, 2024 Regular Town Council Meeting.

At the December 2, 2024 meeting, Council can request staff to arrange in-person interviews if necessary and/or gather additional information to assist them in the discussion and decision process of appointing members. Further interviews and discussion can take place at the December 9th Work Session with appointments at the December 16th and, if necessary, January 6th Town Council Meetings.

ATTACHMENTS:

- a. Spread Sheet of all Applicants
- b. Additional application from Darlene Fridstein

	A	B	C
1	Name	Board Name	
2	Judy Clauson	Citizens Grant Review Board	
3	Teri Hooper	Citizens Grant Review Board	
4	Darlene Fridstein	Citizens Grant Review Board	
5	Brooks Tanner	Financial Advisory Board	
6	Tyler Barletta	Financial Advisory Board	
7	Jim Shallcross	Financial Advisory Board	written
8	Scott Hanson	Financial Advisory Board	
9	SHAWN GLEASON	Financial Advisory Board	
10	Joanna Graczynski Mallory	Tourism Advisory Board	
11	John kenny	Tourism Advisory Board	
12	Kristina Niemi	Tourism Advisory Board	
13	Mary Blankenau	Tourism Advisory Board	
14	Vince Vito	Tourism Advisory Board	
15	Wendy Harris	Tourism Advisory Board	
16	Kevin Jordan	Parks, Open Space, Trails, & Recreation (POSTR) Board	
17	Lisa Waldman	Parks, Open Space, Trails, & Recreation (POSTR) Board	
18	Maggie Helmig	Parks, Open Space, Trails, & Recreation (POSTR) Board	
19	Nate Gillette	Parks, Open Space, Trails, & Recreation (POSTR) Board	
20	Charles Hess	Part-Time Residents Advisory Board	
21	Michael Brizel	Part-Time Residents Advisory Board	
22	Michael Mayer	Part-Time Residents Advisory Board	
23	Roy Camberg	Part-Time Residents Advisory Board	
24	Brian Marshack	Planning Commission	
25	Jami McMannes	Planning Commission	
26	Maggie Helmig	Planning Commission	written?
27	Stan Clauson	Planning Commission	
28	Thomas De Napoli	Planning Commission	
29	Thomas Sherlock	Planning Commission	
30	Agnes Mo-Sarns	Snowmass Arts Advisory Board	
31	diane oshin	Snowmass Arts Advisory Board	
32	Elaine LeBuhn	Snowmass Arts Advisory Board	
33	Elizabeth Iacullo	Snowmass Arts Advisory Board	
34	Evan Marx	Snowmass Arts Advisory Board	
35	Ghislaine Boreel	Snowmass Arts Advisory Board	written
36	Helen Leeke	Snowmass Arts Advisory Board	
37	LINDA RENNICK	Snowmass Arts Advisory Board	written
38	Melanie Falk	Snowmass Arts Advisory Board	

Apply for a Board or Commission

Thank you for your interest in one of our Boards or Commissions! Please select which board you are applying for and complete the form below.



Please select the Board or Commission you are Applying For: *

- ☐ Board of Appeals & Examiners
- ☒ Citizens Grant Review Board
- ☐ Environmental Advisory Board
- ☐ Financial Advisory Board
- ☐ Marketing, Group Sales, & Special Events Board
- ☐ Parks, Open Space, Trails, & Recreation (POSTR) Board
- ☐ Part-Time Residents Advisory Board
- ☐ Planning Commission
- ☐ Snowmass Arts Advisory Board

First Name *

Darlene

Last Name *

Fridstein

Phone Number *

[REDACTED]

Secondary Phone Number

Email *

[REDACTED]

Address

Street Address

[REDACTED]

Address Line 2

City

Snowmass Village

Postal/Zip Code

81615

State/Province/Region

CO

Country

United States

Is your Mailing Address different than the Address Above? *

- ☒ Yes ☐ No

Mailing Address

Street Address

[REDACTED]

Address Line 2

City

Snowmass Village

Postal/Zip Code

81615

State/Province/Region

CO

Country

United States

Are you a permanent resident?

- ☒ Yes
☐ No

Are you registered to vote in Snowmass Village?

- ☒ Yes
☐ No

Please list your experience and/or education that qualifies your for this position. *

Please exclude any previous experience on this board in this answer

Cornell University - Bachelor of Science, 1973

Pratt Insitute - Master of Science ,1976

Cornell University - Women's Alumni Association, mentoring students and careers

SAAB - Served 2 terms. Active in several completed projects

Full time Snowmass Village resident for 9 years, regular visitor since 1970.

Operating my own interior design business, Darlene Fridstein Interior Design, since 2012, with projects in Snowmass, Aspen, New York, Boston and Chicago.

Why do you wish to be appointed to this position? *

I would like to volunteer my time and skills to support the Town's gracious endeavors to support our local non-profits that provide important resources to our community. I look forward to reviewing potential grants, analyze which ones might be impactful and moving our community forward. Participating on SAAB was a similar opportunity to gather information, evaluate diverse resources and determine how to bring more visual arts to our community.

Signature *

Date

I acknowledge that I am familiar with the qualifications, duties, and responsibilities of the position for which I am applying and, if appointed, I am ready, willing, and able to take an oath as well as accept the responsibilities and duties.

11/19/2024

Darlene Fridstein

Answers from Ghislaine Boreel for SAAB:

1. What do you know about this Board and why you want to serve on it?

I have served on the SAAB board since 2019, and most recently/currently as vice chair. I am an active member of the board as I live here full-time.

1. 2. Tell us more about your experience and qualifications and how they apply to this board? What do you bring to the table?

As an art school grad with a BFA, I feel that I am able to contribute my knowledge of art to the SAAB. Also, as somebody who cares about her community I am happy to serve on this board.

1. 3. What would you like to accomplish while on this Board? Goals?

I feel that we have accomplished a lot in the last few years as a board: several members have stepped forward with different ideas and projects, and with the (great) help of the tourism department we have been able to nurture these ideas and bring them into fruition, think of the plein air festival, the art scholarship, and the bears sculpture by the town center.

I would like to continue to help others accomplish their visions for art in Snowmass, ideally creating a bit more community through art.

Answers from Jim Shallcross for FAB:

Questions for B & C applicants

1. What do you know about this Board and why you want to serve on it?

I have served on the FAB since 2019 so I am reasonably familiar with the other members, Town Staff and Board duties.

2. Tell us more about your experience and qualifications and how they apply to this board?
What do you bring to the table?

See above, I have been reviewing financials, budgets and audits for several years and am somewhat up the curve on Public sector accounting and financial issues.

3. What would you like to accomplish while on this Board? Goals?

I think this year's input on the Draw site is a good example of what the FAB can potentially add to the Council deliberations. I would like to think that similar analysis and advice would be useful in subsequent decisions and hope to assist in providing this input.

Written answers from Linda Rennick for SAAB

Questions for B & C applicants

1. What do you know about this Board and why you want to serve on it?

I began serving on this board in 2004 and served for 2 years. At that time we purchased old ski lift chairs, had artists paint and decorate them, then sold them to raise money for future Public Art projects. I left the valley for jobs in California and Florida, then retired and moved back permanently in 2014.

I rejoined the board at that time and served as Chair for about 4 years which included the Covid period. In that 10 years we drafted our bylaws, increased art on the "Art Walk" installed a sculpture in the round-a-bout, Little Red Schoolhouse, and in the underpass. Art murals were painted on walls, a working alliance was created with Anderson Ranch, the PleinAir festival was actualized, an art walk brochure was developed and a scholarship for HS seniors going into art related curriculums in College was started. Recently, photographs by local photographers were installed in Bus Stops and the bears were placed on Brush Creek Road.

I would like to continue to bring these types of art projects to Snowmass Village as they create joy and awareness to the beauty of our surroundings.

2. Tell us more about your experience and qualifications and how they apply to this board? What do you bring to the table?

I have always been interested in art and the many forms it takes. I am a retired Golf Professional with a creative imagination that I have used to improve the lives of my family, friends and students. I have a BS in Communications from the University of Illinois and a Masters in Golf Management. Since retiring, I have returned to photography which I studied in undergrad and particularly enjoy photographing wildlife. I bring experience, imagination and a love of all art forms to the SAAB.

3. What would you like to accomplish while on this Board? Goals?

I would like to see additional sculpture placed around the village, get children and locals more involved in projects and create a destination for travelers of art in "unexpected places" to add to their enjoyment of our village.

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

December 2, 2024 |

AGENDA ITEM:

Discussion regarding nomination of a Town Councilmember as Mayor Pro Tem, appointments of Councilmembers to outside boards seats, select an alternate and appointments to TOSV boards.]

PRESENTED BY:

Megan Harris Boucher, Town Clerk |

BACKGROUND:

Following each election, the Town Council selects individual members to serve on regional boards to represent the Town of Snowmass Village.

By Ordinance No. 8, Series of 2023, the Town Council referred to the registered electors in the Town a ballot measure to amend the Charter to permit for elected officials to serve on permanent boards and commissions of the Town as may be provided by ordinance. The ballot measure was approved by voters at the November 7, 2023 election.

Ordinance No. 3, Series of 2024 amended Chapter 2 of the TOSV Municipal Code to implement Ordinance No. 8, Series of 2023, by allowing Town Council to appoint members of Town Council to serve on Town Boards and Commissions (except the Planning Commission) in a non-voting capacity.

In addition to renewing and appointing Town Council members to these regional positions and ex officio members to Town boards, the Town Council will also need to nominate and appoint a Councilmember to the Mayor Pro Tem position. The provisions of Section 3.7 of the Home Rule Charter states in part as follows:

The Mayor Pro Tem shall be elected from the Council membership by a majority vote of the entire Council. Said elections shall take place at the organizational meeting following each general municipal election.

The Mayor Pro Tem shall serve until the next organizational meeting unless sooner removed by a majority vote of the entire Council. In the absence or disability of the Mayor, the Mayor Pro Tem shall perform all duties and have all powers of the Mayor. If a vacancy occurs in the office of Mayor Pro Tem, the Council shall elect a successor.

There is a total of 8 outside Boards including the Colorado Municipal League. Clint Kinney, Town Manager is currently the representative to the organization, but should the Council desire, it is perfectly appropriate to have a Council member fill this position rather than the Manager.

1 - Roaring Fork Transit Agency (RFTA) meets the second Thursday of each month at 8:30 am to 11:30 am at the Carbondale Town Hall, location subject to change.

2 - Ruedi Water and Power Authority – RWAPA meets quarterly at the River Center in Basalt. It is usually on a Thursday evening from 5:30 to 7:30 pm.

3 - Nordic Council – The meets monthly at a predetermined location.

4 - Elected Officials Transit Committee (EOTC) - meets four times a year on Thursdays from 4:00 to 6:00 pm rotating the meeting location between Pitkin County, Aspen and Snowmass. The entire Council is on this Board.

5 - Northwest Colorado Council of Governments (NWCCOG) meets 4th Thursday of every month at 2pm via Zoom and on-site location TBD. September and December are usually earlier in the month.

6 – Colorado Municipal League Committee (CML) meets...

7 - Sister Cities committee meets the second Thursday of every month at 5:00 pm in the Pearl Pass Conference room of Aspen City Hall.

8 – The Pitkin County Board of Public Health meets quarterly on the 2nd or 3rd Thursday of each month for the 1st month of each quarter in the afternoon. 1/16/25, 4/17/25, 7/17/25 & 10/09/25.

There are a total of 7 Town Boards for Councilmember appointments. Attached you will find the current list of regional board appointments and a list of Town boards. |

FINANCIAL IMPACT:

|N/A |

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

Serving and participating in regional initiatives is directly related to the Town Council's goal of Regionalism:

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

COUNCIL OPTIONS:

1. Make a motion to appoint a Mayor Pro Tem.
2. Make a motion to appoint a Councilmember to open seats on listed regional boards and select an alternate member.
3. Make a motion to appoint a Councilmember to each applicable Town Board as ex officio member.
4. Direct Staff to draft a resolution appointing above positions for consideration and vote on December 16, 2024.
5. Continue appointments at a later Town Council Meeting to discuss further.

STAFF RECOMMENDATION:

It is staff's recommendation that the Council,

- 1) Nominate and Vote to appoint a Mayor Pro Tem

And then

- 2) Provide direction to staff to as to which Council members desire to serve on which regional boards and which Town boards so that a resolution with said appointments can be prepared and acted on at the December 16 Council meeting.

Appointments to Town Council outside boards 2022-2024

Board	Appointment's 2022-2024	Alternate 2022-2024
Roaring Fork Transit Agency-RFTA	Alyssa Shenk	Bill Madsen
Ruedi Water and Power Authority-RWPA	Bill Madsen	Tom Fridstein
Nordic Council	Bill Madsen	Susan Marolt
Elected Officials Transit Committee-EOTC	All Members	All Members
Northwest Colorado Council of Governments-NWCCOG	Britta Gustafson	Alyssa Shenk
Colorado Municipal League Committee- CML	Town Manager	N/A
Sister Cities	Alyssa Shenk	Britta Gustafson
Board of Health	Susan Marolt	Tom Fridstein

TOSV Boards for Town Council appointments as ex officio members

- Citizens Grant Review Board - meets 3 times in February and March.
View the process for which nonprofit organizations can apply for grant funding.
- Environmental Advisory Board - meets first Tuesday of each month
Discover how the board is committed to updating and accomplishing the goals of the town's Environmental Sustainability Plan.
- Financial Advisory Board - meets as needed
Read how the board makes recommendations prior to the adoption of the budget and capital program for the town and renders additional recommendations or advice at the council's request.
- Tourism Advisory Board - meets second Thursday of every other month
See how the board develops tourism for the benefit of the Snowmass Village economy.
- POSTR Board - meets 5:30pm Wednesdays/quarterly
Overview, minutes, members and more information on the parks, open space, trails, and recreation advisory board.
- Part-Time Resident Advisory Board - meets 3:30pm the 4th Tuesday of each month
Information on the Town Council appointed PTRAB, its members, and their mission.
- Snowmass Arts Advisory Board - meets 3pm the 4th Thursday of each month
Access board information, including its responsibility to provide direction for cultural arts initiatives.

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

December 2, 2024 |

AGENDA ITEM:

Discussion Regarding a Potential Council Goal Setting Process |

PRESENTED BY:

Clint Kinney, Town Manager |

BACKGROUND:

Following Town Council elections, the Town Council has (traditionally) met to set a series of goals for the organization to work toward. The most recent set of goals adopted by the Town Council are included for review. Town Staff heavily relies on this Council Goal Statement when setting priorities, identifying projects, creating policies and developing the annual budget.

With the 2024 election process now concluded, the Town Council should discuss if and how it would like to undertake a new or revised goal setting process.

This discussion is intended to give Staff direction on how the Council would like to proceed developing an updated Council Goal Statement. We would like to start setting dates and times for meeting and receive any direction possible on the format of the goal setting meetings. |

FINANCIAL IMPACT:

| The Council Goal Statement is a major driver of policy development and project prioritization; hence there are significant fiscal impacts. While there are no direct fiscal impacts to this discussion, its outcomes will significantly drive future budgets and spending. |

APPLICABILITY TO COUNCIL GOALS & OBJECTIVES:

| This is an opportunity to revisit existing goals and set new goals |

STAFF RECOMMENDATION:

Staff needs direction regarding how and when the Council would like to proceed with its goal setting process.

|

ATTACHMENTS:

A. | 2023 Council Goal Statement |

**SNOWMASS VILLAGE
TOWN COUNCIL
GOAL STATEMENT
ADOPTED MARCH 20, 2023**

The Town Council remains firmly committed to the Aspiration Statement, Guiding Principles, Just Big Enough economic analysis, Plan Framework, and Strategic Initiatives found in the 2018 Comprehensive Plan.

GUIDING PRINCIPLES

Stewardship Vibrant Genuine Active & Healthy Balanced
 Connected Inclusive

STRATEGIC INITIATIVES OF SNOWMASS VILLAGE

- Preserve and protect open spaces and our environment to ensure that nature is and remains the dominate feature on the landscape.
- Promote environmental and economic sustainability and resiliency.
- Focus on improved access and safety to make Snowmass Village more walkable and bikeable.
- 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.
- Encourage the update and renovation of older buildings Village-wide.
- Strengthen local economic opportunities to assure vibrancy.
- Continue to support a viable workforce and our commitment to workforce housing by exploring opportunities that best balance the character and resources of the Town.

These initiatives are of the utmost importance to the Town Council and, as such, the Council remains committed to moving them forward. Safety, Connectivity, Transit, Environmental Activism, Resiliency, Regionalism, Risk Taking and Recruiting & Retaining high quality staff all remain critical components to the Village’s success.

The overarching priority for this Town Council is:

Passionately Protecting the Community Character of the Village by Promoting Balance and Emotional Connectivity

The Town Council will focus on this priority by looking for creative solutions to address the many opportunities before us. The Town Council continues to recognize that we are not a traditional town, but rather a unique welcoming Village. We are Villagers, and we strive to bond and connect at a community level. The Village’s community character is based on a fundamental connection to and respect for nature, an excitement to explore the outdoors, and a focus on emotional connectivity to each other and to place. Snowmass Villagers are gritty, thrive on authentic experiences, adventure, and curiosity. Our Village character continues to be defined as: fun, community-focused, family-friendly, thriving, charming, resilient, safe, emotionally connected, accessible, nimble, adaptable, balanced, and unique.

To protect the unique character of the Village and to enhance emotional and physical connections to the community, this Town Council has identified four areas of emphasis:

1) Identivy & Provide More Affordable, Community, Workforce Housing

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

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

leverage additional financial resources from these partners to help meet our respective housing needs.

2) Preserve, Protect and Retain Locally Owned AND Locally Serving Businesses

The Council recognizes that the Village is a tourist economy and that locally owned and locally serving businesses need support. The Council firmly believes that such businesses build community through relationships, creating places and reasons for people to gather, and are critical to the community's character. The Council will work to prioritize and incentivize the needs of our local business community and will safeguard a high-quality visitor experience while focusing efforts to serve local residents first and foremost. If it is good for local residents, then it also benefits our guests.

3) Increase Community Engagement to Foster Emotional Connectivity

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

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

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

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

4) Ensure Public Spaces and Facilities Meet Our Community's Unique Character

The Town Council will strive to create and improve public spaces and facilities that promote health, safety, education, happiness, and enhance community character and connectivity. Understanding there are many needs and opportunities within the community, this Town Council remains open to them and is committed to focusing on the following projects. These are places where emotional connectivity "happen" and grow:

- 1) Implement the approved enhancements to Town Park.
- 2) Continue to evaluate the need for childcare options and plan for the expansion of the Little Red Schoolhouse. Town Council will also continue to explore other resources for expanding childcare and early childhood learning.
- 3) Reinvigorate the Ice Age Discovery as a source of pride for the community.
- 4) Encourage transit ridership by providing a Mall Transit experience that balances improved levels of service, safety and functionality with high quality aesthetics that satisfies community needs and meets our rural Village character.
- 5) Partner with Pitkin County to expand library services in the Village, including building a library facility adjacent to, or connected to the Recreation Center.
- 6) Expand recreational opportunities for our trail network, including Nordic skiing.
- 7) Commit to maintaining, renewing, identifying, and developing spaces for local community members to connect.

Town of Snowmass Village

Agenda Item Summary

DATE OF MEETING:

December 2, 2024

AGENDA ITEM:

Executive Session

PRESENTED BY:

Clint Kinney, Town Manager

BACKGROUND:

The Town Council has reason to convene in Executive Session. To convene in executive session, the Colorado Open Meetings Law requires that the Town announce the topics for discussion with specific statutory citation and to 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 purpose:

1. For a conference for discussion of a personnel matter under C.R.S. § 24-6-402(4)(f), more specifically: 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 purposes of considering items (a) above. Provided further, that no adoption of any proposed policy, position, resolution, regulation, or formal action shall occur at this Executive Session.

ATTACHMENTS:

N/A